



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

## **AGENDA**

### **Regular Council Meeting 2021-21 Thursday**

**August 19, 2021 - 7:00 PM  
Council Chambers, 120 Malabar Road SE, Palm Bay FL 32907**

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

#### **INVOCATION:**

1. Pastor Chris Adams - Christian Development Center Church, Palm Bay.

#### **PLEDGE OF ALLEGIANCE:**

#### **ROLL CALL:**

#### **ANNOUNCEMENTS:**

1. One (1) term expiring on the Melbourne-Tillman Water Control District Board (represents 'resident of the District' position).+
2. One (1) vacancy on the Business Improvement District Board (represents 'at-large' member who owns a commercial property or operates a business within the District).++
3. 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).++
4. Two vacancies on the Youth Advisory Board (represents 'at-large' student member positions).++

#### **AGENDA REVISIONS:**

1. Recognition of Palm Bay Police Officers for assistance provided to the American Legion Post 117 has been added to the agenda as Item 4, under Recognitions and Proclamations.

#### **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 2021-19; August 5, 2021.
2. Contract: Road bond paving, Units 24 and 25, Change Order 1 - Public Works Department (Asphalt Paving Systems, Inc. - \$204,512, deductive amount).
3. Resolution 2021-39, conveying City-owned surplus real estate located at 648 Osmosis Drive SW to buyer Brevard Island Oaks, LLC.
4. Resolution 2021-40, amending Resolution 2020-35, which established the Stormwater Utility Fee, by correcting a scrivener's error and removing provisions related to the automatic adjustment of the stormwater utility fee rate based on the Consumer Price Index.
5. Consideration of an amendment to the Community Development Block Grant – Coronavirus Relief Funding (CDBG-CV) Subrecipient Agreement with Helps Community Initiatives, Inc.
6. Consideration of accepting grant award from Firehouse Public Safety Foundation; approving appropriation of funds; authorizing Memorandum of Understanding; and approving award for purchase of scuba equipment from Dive Rescue International, Inc. (\$39,043).
7. Consideration of expenditures from the Palm Bay Police Department's Law Enforcement Trust Fund and entering into a multi-year, sole source agreement with Flock Group, Inc. for automated license plate reader cameras (\$42,500).
8. Acknowledgement of the City's monthly financial report for June 2021.
9. Acknowledgement of Investment Performance Review Report, prepared by PFM Asset Management, LLC, for the quarter ended June 30, 2021.

#### **RECOGNITIONS:**

1. Recognizing five (5) years of service as a City boardmember on the Code Enforcement Board - Alfred Agarie; Victor Silva-Martinez.
2. Recognizing five (5) years of service as a City boardmember on the Library Advisory Board - Charlene Horton.
3. Recognizing five (5) years of service as a City boardmember on the Recreation Advisory Board - Salvatore Ferranti.
4. Recognizing Palm Bay Police Officers for assistance provided to the American Legion Post 117.

#### **PRESENTATIONS:**

1. Sustainability Action Plan - Lesley Byrd, Chairperson.
2. Police Annual Report - Nelson Moya, Police Chief.

#### **PUBLIC COMMENTS/RESPONSES:**

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

#### **PUBLIC HEARINGS:**

1. Ordinance 2021-52, amending the Code of Ordinances, Chapter 174, Floodplain and Stormwater Management, Subchapter 'Stormwater Management and Conservation, Part 2: Drainage Plan', by modifying provisions for finished floor elevations for single-family residential construction and the appeals process related thereto (Case T-23-2021, City of Palm Bay), first reading.
2. Ordinance 2021-53, amending the Code of Ordinances, Chapter 185, Zoning Code, Subchapter 'District Regulations', by including Indoor Commercial Recreation as a principal

use and conditional use within GC (General Commercial District) zoning (Case T-28-2021, City of Palm Bay), first reading.

3. Ordinance 2021-54, amending the City's Comprehensive Plan Future Land Use Element to create the 'Property Rights Element' in conformance with House Bill 59 (Case CP-12-2021, City of Palm Bay), first reading.
4. Resolution 2021-41, granting a conditional use to allow for a private school in the 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) (Case CU-26-2021, Christian Development Center, Inc.). (Quasi-Judicial Proceeding)
5. Request by James and Nola Musgrove for a variance to allow 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 RS-2, Single-Family Residential District, zoning as established by Sections 185.118 (C) and (G), Palm Bay Code of Ordinances (0.46 acres) (V-25-2021). (Quasi-Judicial Proceeding)
6. 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 in RS-2, Single-Family Residential District, zoning as established by Section 185.033(F)(7)(a), Palm Bay Code of Ordinances (0.41 acres) (V-27-2021). (Quasi-Judicial Proceeding)

#### **PROCUREMENT:**

1. Miscellaneous: 'Cooperative Purchase', Intuitive Municipal Solutions (iMS) software application (Omnia Partner contract) - Information Technology Department (Software House International, Inc. - \$556,173).

#### **COMMITTEE AND COUNCIL REPORTS:**

1. Committee/Council Reports

#### **NEW BUSINESS:**

1. Consideration of temporary benefits to City personnel for relief related to COVID-19 exposure.

#### **ADMINISTRATIVE AND LEGAL REPORTS:**

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

#### **ADJOURNMENT:**

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

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

**Any aggrieved or adversely affected person desiring to become a party in the quasi-**

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

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

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:** 8/19/2021

**RE:** One (1) term expiring on the Melbourne-Tillman Water Control District Board (represents 'resident of the District' position).+

The term of Philip Weinberg on the above board will expire on September 30, 2021.

This board is comprised of seven (7) members, three (3) of which represent Palm Bay and are appointed by City Council. Members shall be residents of the District.

**REQUESTING DEPARTMENT:**

Legislative

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

Request for the term expiration to be announced and applications solicited at tonight's meeting. An appointment will be made at the regular Council meeting to be held on September 16, 2021.



## **LEGISLATIVE MEMORANDUM**

**DATE:** 8/19/2021

**RE:** Adoption of Minutes: Regular Council Meeting 2021-19; August 5, 2021.

**ATTACHMENTS:**

**Description**

**Minutes - RCM 2021-19**

# **CITY OF PALM BAY, FLORIDA**

## **REGULAR COUNCIL MEETING 2021-19**

Held on Thursday, the 5<sup>th</sup> day of August 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 7:06 P.M.

Bill Battin, resident, Palm Bay, gave the invocation which was followed by the Pledge of Allegiance to the Flag.

### **ROLL CALL:**

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

Councilman Bailey participated in the meeting via teleconference and physically attended later in the meeting.

**CITY STAFF:** Joan Junkala-Brown, Deputy City Manager; Andrew Orndorff, Facilities Construction Project 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 '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 REVISION(S):**

1. Ms. Sherman announced the following:

a) A revised Legislative Memorandum and amended purchase offer from Space Coast Marinas had been provided for Item 6, under Consent Agenda; and

b) A revised Legislative Memorandum relating to the Information Technology Director salary had been provided for Item 18, under Consent Agenda.

2. Ms. Sherman requested a continuance of Item 3 (Ordinance 2021-45), under Public Hearings, to the September 2, 2021, regular Council meeting.

Motion by Deputy Mayor Johnson, seconded by Council, to continue Item 3, under Public Hearings to the September 2, 2021, regular Council meeting. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Johnson, Yea; Councilman Bailey, Yea; Councilman Foster, Yea; Councilman Felix, Yea.

3. Deputy Mayor Johnson suggested that Item 2 (Ordinance 2021-50), under Public Hearings, be withdrawn.

Motion by Deputy Mayor Johnson, seconded by Mayor Medina, to withdraw Item 2, under Public Hearings.

Deputy Mayor Johnson thought he had made a compromise at the last meeting and felt that a five-member Council was needed to properly operate, but the residents believed that a four-member Council could work so he would agree to withdraw the item. Mayor Medina supported the request as it was giving the right to the people. Mr. Bailey suggested moving forward with the ordinance and removing the vacancy portion only. He said the timeline for holding the special election was an important piece that should be approved. It would also save the taxpayers approximately \$20,000.

Ms. Smith advised that changes could be made to the ordinance without it coming back for first reading. Staff would bring back the amendments that conflicted with law at a later date. Ms. Smith advised that if the ordinance was withdrawn, the special election would not be held on November 2<sup>nd</sup>, and would likely occur in December or January.

Deputy Mayor Johnson amended his motion to adopt Ordinance 2021-50 with the removal of subsection (a) under Section 50.55. Ms. Smith advised that the public hearing would have to be held if Council did not wish to withdraw the item. Deputy Mayor Johnson stood with his original motion to withdraw the item.

Mr. Felix did not feel that having a four-person Council was a good idea and put the City in a bad position. Mr. Foster stated that the special election was not included in next fiscal year's budget. He would support the ordinance as written for the first reading. Mayor Medina said it was not right for Council to give itself authority to do something other than what each member swore an oath to do. Mr. Felix said that Council was operating within its authority to modify ordinances at any given time and had done so on a regular basis. Mayor Medina said that Council would be changing this ordinance because of the situation. Mr. Foster said he would support withdrawing the request and stated his reasons for same. There was discussion of having a workshop to discuss the issue in the future or have it addressed by the Charter Review Commission in 2022.

Motion carried with members voting as follows:

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

#### **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. Foster, that the Consent Agenda be approved as presented with the removal of Items 4, 6, 15, 18, and 19 from consent. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Johnson, Yea; Councilman Bailey, Yea; Councilman Foster, Yea; Councilman Felix, Yea.

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

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

#### **2. Adoption of Minutes: Regular Council Meeting 2021-18; July 15, 2021.**

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

#### **3. Award of Bid: Fiscal Year 2021 pavement rejuvenation – IFB 55-0-2021 – Public Works Department (Pavement Technologies, Inc. - \$964,979).**

Staff Recommendation: Approve the award for Fiscal Year 2021 pavement rejuvenation with Pavement Technologies, Inc. (Westlake, Ohio), in the amount of \$964,978.70.

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

**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).**

Staff Recommendation: Approve and authorize the Chief Procurement Officer to finalize and execute the Master Agreement and Hourly Rate Schedule with Silling Architects (Orlando); and approve and authorize Task Order 01-2021, Attachment B, Exhibit 1, against the Master Agreement in the amount of \$543,750.

Motion by Deputy Mayor Johnson, seconded by Mr. Felix, to authorize the execution of the Master Agreement and Hourly Rate Schedule; and authorize the Task Order 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.

**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).**

Staff Recommendation: Approve the emergency purchase and installation of a Seepex cake pump with Hudson Pump and Equipment in the amount of \$103,950; and approve the appropriation of funds on the next scheduled budget amendment in the amount of \$120,000.

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

**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.**

The City Attorney read the resolution in caption only.

Bill Battin, resident, said the Legislative Memorandum did not note the actual cost being spent, which was \$1.7 million, as it was pending approval by the Bayfront Community Redevelopment Agency (BCRA) which was held immediately prior to this Council meeting.

Motion by Deputy Mayor Johnson, seconded by Mr. Foster, to adopt Resolution 2021-38.

Mr. Bailey said he had listened to the BCRA meeting and felt there were discrepancies that needed to be handled. He said Council was under the impression that some of the mitigating factors that claimed to have been discovered during the due diligence period were acknowledged and provided to the developer prior to their letter of intent being given to the City. Namely, the current lease the City had with the Brightline project. Mr. Bailey said the developer knew about the lease and was given an email to that fact back in May. He did not feel it was a legitimate reason to reduce the price and said the developer's feet should be held to the fire. He said that \$1.9 million was well below the appraisal and felt this project was not going to walk away at \$1.9 million. Mrs. Junkala-Brown explained the history of the lease agreement.

Mr. Felix agreed with Councilman Bailey and said this was prime property. The cost difference could cover the special election. Mr. Foster wanted to see this agreement go through as the property had been sitting with no buyer for ten (10) years. It was also going to create three hundred (300) jobs. He said the return on investment was tremendous. Mayor Medina felt the buyer showed a huge amount of initiative with the neighbors and getting support from the neighbors spoke volumes.

Motion carried with members voting as follows:

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

**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.**

Staff Recommendation: Approve 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.

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

**8. Consideration of a School Resource Officer Agreement with Odyssey Charter School for the 2021/2022 school year.**

Staff Recommendation: Approve and authorize the City Manager to execute the School Resource Officer Agreement with Odyssey Charter School for the 2021/2022 school year.

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

**9. Consideration of a School Resource Officer Agreement with Pineapple Cove Classical Academy for the 2021/2022 school year.**

Staff Recommendation: Approve and authorize the City Manager to execute the School Resource Officer Agreement with Pineapple Cove Classical Academy for the 2021/2022 school year.

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

**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).**

Staff Recommendation: Authorize the City Manager to execute the purchase contract for City-owned surplus real estate located at 194 Holiday Park Boulevard NE with buyer Zoltan Szabo in the amount of \$18,553; and bring forth a resolution at a future Council meeting.

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

**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).**

Staff Recommendation: 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 in the amount of \$22,250; and bring forth a resolution at a future Council meeting.

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



**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).**

Staff Recommendation: 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. in the amount of \$46,000; and bring forth a resolution at a future Council meeting.

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

**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).**

Staff Recommendation: 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, in the amount of \$45,000; and bring forth a resolution at a future Council meeting.

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

**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).**

Staff Recommendation: Authorize the City Manager to execute the purchase contract for City-owned surplus real estate located at 1956 Agora Circle SE with buyer Central Florida Investment Fund, LLC, in the amount of \$45,000; and bring forth a resolution at a future Council meeting.

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

**15. Consideration of aerial firefighting support Memorandum of Understanding with the Brevard County Sheriff's Office.**

Staff Recommendation: Approve the Memorandum of Understanding with the Brevard County Sheriff's Office for aerial firefighting support.

Bill Battin, resident, felt this was a very good deal with the Sheriff's Office and at an excellent cost.

Motion by Deputy Mayor Johnson, seconded by Mr. Foster, to approve the Memorandum of Understanding 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.

**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.**

Staff Recommendation: Authorize submitting a grant application to the Florida Department of Environmental Protection's Resilient Florida Grant Program and enter into a grant agreement for tasks to be completed as specified.

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

**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.**

Staff Recommendation: Authorize the Fiscal Year 2020 reimbursement to City's General Fund in the amount of \$616,004, and Brevard County in the amount of \$289,085, for unexpended funds from the Bayfront Community Redevelopment Agency.

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

**18. Consideration of an increase in the annual salary for the Information Technology Director.**

Staff Recommendation: Authorize an increase in the annual salary for the Information Technology (IT) Director, from \$85,258 to \$105,000.

Bill Battin, resident, suggested reducing all other directors to the salary of \$85,258, then the City could hire an additional director.

Motion by Deputy Mayor Johnson, seconded by Mr. Felix, to authorize an increase in the annual salary for the IT Director, from \$85,258 to \$105,000.

Mr. Bailey appreciated the value that the IT Director had brought to the position but felt it should be a more modest increase.

Motion carried with members voting as follows:

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

**19. Consideration of appropriation of funds from the Undesignated Fund Balance for the replacement of Shelter number 3 at Castaways Point Park (\$29,069).**

Staff Recommendation: Approve the appropriation of funds from the Undesignated Fund Balance for the replacement of Shelter number 3 at Castaways Point Park in the amount of \$29,068.55.

Bill Battin, resident, asked if funding was coming from the Parks Department budget or General Fund Undesignated Fund Balance. He questioned the breakdown of costs and why concrete and rebar were included when a concrete pad already existed on the site. He felt the City should not pay for its own building permit fees and that \$29,000 was an extreme amount of money to put up a shed.

Ms. Sherman said funding was from General Fund Undesignated Fund Balance which included the Parks and Facilities Department budget. She added that as the Building Enterprise Fund was separate from the General Fund, the City was required to pay the building permit fees.

Motion by Deputy Mayor Johnson, seconded by Mr. Foster, to approve the appropriation of funds from the Undesignated Fund Balance for the replacement of Shelter number 3 at Castaways Point Park as requested.

Mr. Bailey felt there were other projects that should be considered first, and this should be a lower priority and placed on the Capital Improvements Projects list.

Andrew Orndorff, Facilities Construction Project Manager, commented on the concrete and rebar. He said the new pavilion required a new footprint and could not just be added to the existing slab. He said it was more cost-effective to remove everything and pour a new foundation.

Motion carried with members voting as follows:

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

**20. Consideration of travel and training for specified city employees (Building Department).**

Staff Recommendation: Approve the travel and training as specified.

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

**21. 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.

**22. Acknowledgement of Budget Monitoring Report for Fiscal Year 2021 Quarter 3 (unaudited).**

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

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

**PROCLAMATION:**

The proclamation was read.

**1. Florida Water Professionals Month - August 2021.**

As Councilman Bailey was unable to be physically present at the meeting, each member of Council recognized Councilman Bailey and thanked him for his service to the community. Mayor Medina advised that a plaque had been prepared honoring his service on City Council.

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

1. Robert Stise, resident, requested an update on the 90-degree turn on Bayside Lakes Boulevard. He had met with staff and various ideas had been discussed including having the traffic light at Walden Boulevard turn red more frequently to slow speeds before the curve on Bayside Lakes Boulevard. He had not heard anything further to date. Ms. Sherman responded that she would provide an update at the next Council meeting or advise Mr. Stise and Council via email.

2. David Morris, resident, commented on the amount of money being spent on the roads. The roadwork was shotty as new roads already had grass growing through it. He said that the corner of Wilkinson Avenue and Townsene Road had already been destroyed and there was no stormwater drainage.

3. Phil DeFranco, resident and Chairman of the Recreation Advisory Board said that vacancies on the advisory boards needed to be addressed in a proactive manner. He commented on boards not being able to meet due to lack of a quorum because there were too many vacancies on the board or absence of current members. Mr. DeFranco suggested that if a councilmember could not fill his appointment to a board within thirty (30) days of the vacancy, the City Clerk should go back to the rank sheet of applicants for at-large positions and contact the next highest-ranked individual and so on. Another option was for councilmembers to suggest applicants to each other for appointment. Mr. DeFranco said there needed to be a better way of advertising the vacant positions and get the boards to start meeting again.

Mr. Foster said his appointment on the RAB was vacant, but he said it could be very difficult to find the right person that would be beneficial to the board and who wanted to dedicate their time. He did not want to appoint someone to a board just for the sake of making an appointment and then they did not do a good job.

4. Amanda Rosenfried, resident, requested a turn signal at Minton Road and Americana Boulevard to turn north onto Minton Road. She said it was a very dangerous intersection with high traffic during school hours. Ms. Sherman said the intersection was under the jurisdiction of Brevard County and she would contact them regarding same.

**PUBLIC HEARING(S):**

**1. 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.**

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

Motion by Deputy Mayor Johnson, seconded by Mr. Foster, to adopt Ordinance 2021-49. 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, final reading.**

This item, addressed under Agenda Revisions, was withdrawn.

**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.**

This item, addressed under Agenda Revisions, was continued to the September 2, 2021, regular Council meeting.

**4. 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)**

**14. 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.**

Motion by Deputy Mayor Johnson, seconded by Mr. Bailey, to appoint Denise Amador to the 'at-large student member' position on the Youth Advisory Board. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Johnson, Yea; Councilman Bailey, Yea; Councilman Foster, Yea; Councilman Felix, Yea.

**COUNCIL REPORTS:**

Councilmembers addressed various subjects.

**1. Mr. Foster appointed Phil Moore to the Recreation Advisory Board.**

Councilman Bailey left the meeting via teleconference at this time.

**NEW BUSINESS:**

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

Staff Recommendation: Approve the Emerald Lakes Master Development Agreement with Emerald Investment Holdings, LLC, and authorize the Mayor to execute the agreement.

Ms. Sherman presented the item to Council. Paul Paluzzi, representative for Emerald Investment Holdings, LLC, provided further details about the project.

Bill Battin, resident, said he would give more support to this request if the developer did not have a strong tie to the St. Johns Heritage Parkway issue that ended up costing the City. However, he said the Emerald Lakes would be a majestic development once completed. He asked if the conservation lands and trails would be open to the public or restricted to the residents of the Community Development District. Mr. Paluzzi responded that all would be open to the public.

Motion by Deputy Mayor Johnson, seconded by Mr. Felix, to approve the Emerald Lakes Master Development Agreement with Emerald Investment Holdings, LLC. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Johnson, Yea; Councilman Foster, Yea; Councilman Felix, Yea.



Councilman Bailey physically joined the meeting at this time.

**ADMINISTRATIVE AND LEGAL REPORTS:**

Mayor Medina presented Councilman Bailey with a plaque and thanked him for his service to the City of Palm Bay. Councilman Bailey gave his outgoing speech.

1. Ms. Smith requested an executive session on Tuesday, August 17, 2021, at 6:00 P.M., to discuss settlement negotiations pertaining to the following cases:

- Matthew David v. City of Palm Bay, Case 05-2020-CA-046537; and
- Brenda Burgos-Colon v. City of Palm Bay, Case 05-2021-CA-033665.

The meeting would take approximately one hour. Ms. Smith announced the individuals that would be in attendance. Council concurred to schedule the meeting as requested.

**PUBLIC COMMENTS/RESPONSES:**

Individuals made general comments.

1. Phil DeFranco, resident and Chairman of the Recreation Advisory Board felt that as “Committee Reports” were on the agenda, the boards should be required to make a report – half of the boards at the first regular Council meeting each month and the other half at the second meeting of the month.

**ADJOURNMENT:**

There being no further business, the meeting adjourned at the hour of 9:45 P.M.

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Rob Medina, MAYOR

ATTEST:

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Terri J. Lefler, DEPUTY CITY CLERK



## LEGISLATIVE MEMORANDUM

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

**FROM:** Suzanne Sherman, City Manager

**THRU:** Mehul Parekh, Public Works Director

**DATE:** 8/19/2021

**RE:** Contract: Road bond paving, Units 24 and 25, Change Order 1 - Public Works Department (Asphalt Paving Systems, Inc. - \$204,512, deductive amount).

The Public Works Department is requesting City Council approve a change order to delete micro-surfacing from 79-0-2020 Road Bond Paving - Unit 24 and 25 Contract. The Unit 24 and 25 Road Paving Contract scope consists of full depth reclamation and paving, and seven streets identified with good pavement condition index (PCI) for micro-surfacing. The streets identified for micro-surfacing in Unit 24 are Cogan Drive and Sarasota Drive. The streets identified for micro-surfacing in Unit 25 are Dagget Avenue, Crescent Street, Fortune Avenue, Firwood Avenue and Lowry Boulevard. Unit 24 the removal of Torrence Ave and approximately 165 linear ft. of Larkspur St. was already completed within the scope of work of the Unit 23 project, resulting in necessary quantity deductions for that portion of the project. On Tivoli Ave the contractor installed 1 ½" superpave asphaltic concrete as opposed to the 2" contracted amount.

As discussed in previous Council meetings on pavement treatment, micro-surfacing was approved by City Council as another tool in the pavement preservation toolbox. Micro-surfacing is a slurry treatment used on good pavement surfaces to extend the pavement life for another 5-7 years with a lower cost per square yard in comparison to paving streets. Due to recent issues with micro-surfacing in Units 17 and 46, staff believes the best option at this time is to hold on any future micro-surfacing until a treatment is identified to address the tire marks on the micro-surfaced streets.

The total deductive change order is for both projects and are as follow; #20GO14 for the removal of Torrence Ave, approximately 165 LF of Larkspur St, \$10,067.90, change Tivoli Ave from 2" to 1 ½" Asphalt \$6,084.25 and the removal of Micro-surfacing from both 20GO14 and 20GO15 \$188,359.60.

**REQUESTING DEPARTMENT:**  
Public Works, Procurement

**FISCAL IMPACT:**

The total awarded for Project# 20GO14 and 20GO15 was \$8,046,617.08. The total deductive change order is \$204,511.75 this will reduce the contract amount to \$7,842,105.33. Additional funds are not required at this time as this is a deductive change order.

**RECOMMENDATION:**

Motion to approve Deductive Change Order 1 for 79-0-2020 Road Bond Paving - Unit 24 and 25 \$204,511.75.

**ATTACHMENTS:**

**Description**

**Change Order 1**

**BID No. 79-0-2020  
SECTION 00830  
CHANGE ORDER 1**

**PROJECT:** 20GO14-20GO15 PMU 24 & 25 Road Paving

**CHANGE ORDER NUMBER:** 1 **DATED:** 07/22/21

**CONTRACTOR:** Asphalt Paving Systems, Inc.  
**ADDRESS:** 9021 Wire Rd  
Zephyrhills, FL 33540

**JUSTIFICATION:**

The Unit 24 & 25 Road Bond Paving Projects require changes in project scope. In Unit 24, Torrence Ave. and approximately 165 linear ft. of Larkspur St. was already completed within the scope of work of the Unit 23 project, resulting in necessary quantity deductions for that portion of the project. In Unit 24, on Tivoli Avenue, the contractor mistakenly installed 1½" superpave asphaltic concrete, as opposed to the 2" contracted amount. Quantity additions and deductions are necessary to make the change from 2" to 1½" for that portion of the project. In Units 24 & 25, all micro surfacing will be deducted from the project due to unforeseen issues with the material. The replacement for that portion of the project will be determined at a later date.

**CONTRACT PRICE AND TIME IMPACT:**

ORIGINAL AWARDED CONTRACT AMOUNT:	<u>\$8,046,617.08</u>
CURRENT CONTRACT AMOUNT:	<u>\$8,046,617.08</u>
INCREASE/DECREASE IN CONTRACT AMOUNT:	<u>\$(204,511.75)</u>
NEW CONTRACT AMOUNT:	<u>\$7,842,105.33</u>

CURRENT CONTRACT COMPLETION DATE:	<u>09/29/2021</u>
INCREASE/DECREASE IN CONTRACT TIME:	<u>0 Days</u>
NEW CONTRACT COMPLETION DATE:	<u>09/29/2021</u>

**REQUESTING DEPARTMENT'S CONCURRENCE AND APPROVAL:**

**Juliet Misconi** Digitally signed by Juliet Misconi  
Date: 2021.07.23 10:18:51 -04'00'

Juliet Misconi, CPPO, CPPB  
Acting Public Works Director

7/23/21  
Date

**ORDERED BY THE CITY OF PALM BAY**

Susan Blair, CPPB  
Acting Chief Procurement Officer

**ACCEPTED BY THE CONTRACTOR**

ASPHALT PAVING SYSTEMS, INC  
ROBERT CAPOFERRI, PRESIDENT  
Printed Name & Title

  
Signature

---

Date

---

Date

PROJECT: 20GO14 (Unit 24 Road Paving)

**Removal of Torrence Ave. and Approximately 165 LF of Larkspur St.**

Item No.	Description	Unit	Quantity	Unit Price	Amount
	Full Depth Reclamation 8" dept.	SY	-3,272	\$2.20	\$(7,198.40)
	3% Cement, Cement Treated Bs.	TN	-4	\$131.00	\$(524.00)
570-1-2	Performance Turf, Sod	SY	-637	\$3.50	\$(2,229.50)
711-11-125	Thermoplastic, Std. White	LF	-10	\$4.80	\$(48.00)
	Solid 24" for Stop Line				
711-15-201	Thermoplastic, Std, Ylw, Solid 6"	LF	-100	\$0.68	\$(68.00)
<b>Total</b>					<b><u>\$(10,067.90)</u></b>

PROJECT: 20GO14 (Unit 24 Road Paving)

**Change Tivoli Ave. from 2" to 1½" Asphalt**

Item No.	Description	Unit	Quantity	Unit Price	Amount
334-1-53	Superpave asphaltic concrete, Traffic C, PG 76-22 (SP-9.5) 2"	TN	-190.5	\$102.50	\$(19,526.25)
334-1-13	Superpave asphaltic concrete, Traffic C, PG 76-22 (SP-9.5) 1½"	TN	143	\$94.00	\$13,442.00
<b>Total</b>					<b><u>\$ (6,084.25)</u></b>

PROJECT: 20GO14 & 20GO15 (Units 24 & 25 Road Paving)

**Removal of Micro Surfacing from Project Scope**

Item No.	Description	Unit	Quantity	Unit Price	Amount
335-1	Unit 24 Removal of Micro-Surface	SY	-19,398	\$4.45	\$(86,321.10)
335-1	Unit 25 Removal of Micro-Surface	SY	-22,930	\$4.45	\$(102,038.50)
<b>Total</b>					<b><u>\$ (188,359.60)</u></b>



## LEGISLATIVE MEMORANDUM

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

**FROM:** Suzanne Sherman, City Manager

**THRU:** Nancy A. Bunt, Community & Economic Development Director

**DATE:** 8/19/2021

**RE:** Resolution 2021-39, conveying City-owned surplus real estate located at 648 Osmosis Drive SW to buyer Brevard Island Oaks, LLC.

On May 27, 2016, the City of Palm Bay sold 648 Osmosis Drive SW to an income-qualified homeowner under the Neighborhood Stabilization Program (NSP) Homes for Warriors project. The City's total investment utilizing NSP funds was \$153,903.87. On November 5, 2019, the City of Palm Bay issued a Lis Pendens on the property, as the homeowner became in default on the property taxes. Due to COVID-19, the City had to postpone the sale of the home through auction. On December 2, 2020, the Brevard County Clerk of Courts held a foreclosure sale and the City was awarded the property as the highest bidder. However, on December 4, 2020, the Brevard County Property Appraiser's Office sold the tax deed to Brevard Island Oaks, LLC for \$138,100, of which \$3,523.76 was applied to unpaid property taxes, \$125,275.79 towards NSP, and a \$10 recording fee. This leaves a remaining balance owed to NSP of \$28,628.08 plus \$2,442.84 to pay off an outstanding utility lien.

On May 6, 2021, City Council approved the designation of 648 Osmosis Dr. SW as surplus real estate and authorized the City to negotiate the sale of the property to Brevard Island Oaks, LLC. Currently, the home is in severe disrepair due to the previous homeowner neglect and squatters. Due to the condition of the home and the tax deed sale, staff believes the best path to recover the funds to reimburse NSP is for the City to negotiate a sale to Brevard Island Oaks, LLC.

The attached resolution would convey the property located at 648 Osmosis Dr. SW to Brevard Island Oaks, LLC in the amount of \$31,070.92. Noting that Brevard Island Oaks, LLC previously paid \$125,275.79 towards the property when they purchased the tax deed. The total NSP investment of \$153,903.87 will be recorded as NSP program income.

### REQUESTING DEPARTMENT:

Community & Economic Development

### FISCAL IMPACT:

The transfer of the property includes the conveyance of the 648 Osmosis Drive SW, which is solely owned by the City (tax account 2912136). The City will recover the net balance of \$28,628.08 to reimburse the NSP Fund, which would result in \$28,628.08 to NSP Program Income/Property Sales account (123-0000-345-9005). The

remaining \$2,442.84 would be utilized to pay off the outstanding utility lien.

**RECOMMENDATION:**

Motion to adopt Resolution conveying City-owned surplus real estate located at 648 Osmosis Dr. SW to buyer Brevard Island Oaks, LLC and authorize the City Manager to execute the closing documents.

**ATTACHMENTS:**

**Description**

**Tax Deed Sale to Brevard Island Oaks, LLC**  
**Resolution 2021-39**



DR-506 R. 04/16  
Rule 12D-16.002  
Florida Administrative Code  
Eff. 04/16

Tax Deed File Number: 200603  
Parcel ID Number 2912136  
Formerly Assessed: KRYSAK, ABRAHAM; KRYSAK, ABRAHAM  
MICHAEL

## TAX DEED

Brevard County, Florida

For official use only

Tax Certificate Numbered 201809550 issued on June 01, 2018, was filed in the office of the tax collector of Brevard County, Florida. An application has been made for the issuance of a tax deed. The applicant has paid or redeemed all other taxes or tax certificates on the land as required by law. The notice of sale, including the costs and expenses of this sale, has been published as required by law. No person entitled to do so has appeared to redeem the land. On the 3rd day of December, 2020, the land was offered for sale. It was sold to Brevard Island Oaks LLC address 358 HIBISCUS AVEMERRITT ISLAND, FL 32953, who was the highest bidder and has paid the sum of the bid as required by law.

The lands described below, including any inherited property, buildings, fixtures, and improvements of any kind and description, situated in this County and State .

Description of lands: PORT MALABAR UNIT 31  
LOTS 27 & 28 BLK 1488  
GEO NUMBER 29 3624-JP-1488-27

On December 3, 2020, in Brevard County, Florida, for the sum of (\$138,100.00, one hundred thirty eight thousand one hundred dollars and zero cents), the amount paid as required by law .

Witnesses:

J MUTTER

SCOTT ELLIS,  
Clerk of Courts,  
BREVARD COUNTY, FLORIDA

M. CARMEN BUSTO

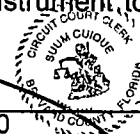
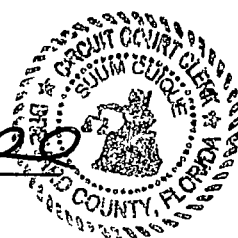
By: [Signature]  
Deputy Clerk

Brevard County, Florida

On this 4th day of December, 2020 before me personally appeared CHRISTINE SHARPE, Deputy Clerk of the Circuit Court or County Comptroller in and for the State and this County known to me to be the person described in, and who executed the forgoing instrument, and acknowledged the execution of this instrument to be his own free act and deed for the use and purposes therein mentioned

Witness my hand and official seal date aforesaid:

[Signature]  
Deputy Clerk, per F.S. 695 03/92 50  
Scott Ellis, Clerk  
Brevard County, Florida



**Clerk's Certificate**

STATE OF FLORIDA  
COUNTY OF BREVARD

TAX DEED FILE NO: 200603

BE IT KNOWN THAT I, SCOTT ELLIS, Clerk of the Circuit Court in and for the COUNTY OF BREVARD, STATE OF FLORIDA, DO HEREBY CERTIFY that I did on 09/17/2020 mail a copy of the statutory warning and the attached notice, addressed to the following as required by law. [FLA Statutes, CH. 197.522(1)]

70200640000116259793	KRYSAK, ABRAHAM, KRYSAK, ABRAHAM MICHAEL, 3080 QUAYSIDE CT APT 203, MELBOURNE, FL 32935-3645
70200640000116259670	ABRAHAM MICHAEL KRYSAK, 3080 QUAYSIDE CT #203, MELBOURNE, FL 32935
7020064000011259687	ABRAHAM MICHAEL KRYSAK, 648 OSMOSIS DR SW, PALM BAY, FL 32908
70200640000116259694	ACCREDITED SURETY AND CASUALTY COMPANY, INC, 4798 NEW BROAD STREET, SUITE 200, ORLANDO, FL 32814
70200640000116259700	ACCREDITED SURETY AND CASUALTY COMPANY, INC, PO BOX 140855, ORLANDO, FL 32814
70200640000116259779	CITY OF PALM BAY HOUSING AND NEIGHBORHOOD DEVELOPMENT DIVISON, 120 MALABAR RD. SE, PALM BAY, FL 32907
70200640000116259809	MONCRIEF BAIL BONDS, 400 SAND DOLLAR LANE, COCOA, FL 32927
70200640000116259717	BREVARD COUNTY OFFICE OF THE STATE ATTORNEY, 2725 JUDGE FRAN JAMIESON WAY, BLDG D, VIERA, FL 32940
70200640000116259731	CITY OF PALM BAY, 120 MALABAR ROAD SE, PALM BAY, FL 32907
70200640000116259755	CITY OF PALM BAY ATTN FINANCE DEPT, 120 MALABAR RD. SE, PALM BAY, FL 32907
70200640000116259762	CITY OF PALM BAY ATTN LIENS OFFICE, 120 MALABAR RD. SE, PALM BAY, FL 32907
70200640000116259786	CITY OF PALM BAY RODNEY A. EDWARDS, ESQ. OFFICE OF THE CITY ATTORNEY, 120 MALABAR RD S E. SUITE 201, PALM BAY, FL 32907
70200640000116259724	CHIEF FINANCIAL OFFICER, REGISTERED AGENT O/B/O ACCREDITED SURETY AND CASUALTY COMPANY, INC. FLORIDA DEPARTMENT OF FINANCIAL SERVICES, 200 EAST GAINS STREET, TALLAHASSEE, FL 32399
70200640000116259823	RUSSELL B MONCRIEF, REGISTERED AGENT O/B/O MONCRIEF BAIL BONDS, INC., 3910 S JOHN YOUNG PKWY, ORLANDO, FL 32839
70200640000116259830	TAMARA KRYSAK, 648 OSMOSIS DRIVE SW, PALM BAY, FL 32908
70200640000116259663	ABRAHAM KRYSAK, 648 OSMOSIS DR SW, PALM BAY, FL 32908
70200640000116259656	ABRAHAM KRYSAK, 3080 QUAYSIDE CT APT 203, MELBOURNE, FL 32935
70200640000116259748	CITY OF PALM BAY, 120 MALABAR ROAD SE, PALM BAY, FL 32907-3009
70200640000116259816	PROPERTY OWNER, 648 OSMOSIS DR SW, PALM BAY, FL 32908

I HEREBY CERTIFY that in addition to the mailing the statutory notices and warnings I did provide the following as required for service by law [FLA Statutes, CH. 197.522(2)].

8 Sheriff of BREVARD County, copies of the notice of statutory warning for personal service and mailing, or posting.

0 Sheriff of County, copies of the notice and statutory warning for personal service and mailing

WITNESS MY HAND AND SEAL AT TITUSVILLE, IN THE COUNTY AND STATE AFORESAID, ON  
12/4/2020

SCOTT ELLIS  
CLERK OF THE CIRCUIT COURT

BY



CHRISTINE SHARPE, DEPUTY  
CLERK



## **RESOLUTION 2021-39**

**A RESOLUTION OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, SELLING AND CONVEYING PROPERTY AS RECORDED IN PLAT BOOK 17, PAGES 22 THROUGH 33, INCLUSIVE, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Palm Bay has contracted to sell and convey the following described property to BREVARD ISLAND OAKS, LLC ("Purchaser"):

Lots 27 and 28, Block 1488, Port Malabar Unit 31, according to the map or plat thereof as recorded in Plat Book 17, Page(s) 22 through 33, inclusive, of the Public Records of Brevard County, Florida; Section 24, Township 29S, Range 36E; containing 0.51 acres, more or less;

Said property being more commonly known as 648 Osmosis Dr. SW, Palm Bay, FL 32908; and

**WHEREAS**, the City has no plans to develop said Property and that it is 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 to the Purchasers.

**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 BREVARD ISLAND OAKS, 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.

This resolution was duly enacted at Meeting 2021-\_\_\_\_\_, of the City Council of the City of Palm Bay, Brevard County, Florida, held on \_\_\_\_\_, 2021.

\_\_\_\_\_  
Rob Medina, MAYOR

ATTEST:

\_\_\_\_\_  
Terese M. Jones, CITY CLERK

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

cc: Brevard County Recording



## LEGISLATIVE MEMORANDUM

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

**FROM:** Suzanne Sherman, City Manager

**THRU:** Mehul Parekh, Public Works Director

**DATE:** 8/19/2021

**RE:** Resolution 2021-40, amending Resolution 2020-35, which established the Stormwater Utility Fee, by correcting a scrivener's error and removing provisions related to the automatic adjustment of the stormwater utility fee rate based on the Consumer Price Index.

In 2020, the City Council enacted Resolution No. 2020-35, the Stormwater Utility Fee Rate Resolution relating to the provision of stormwater management services within the City; and amongst other things, the Stormwater Rate Resolution established a Stormwater Utility Fee applicable to each Tax Parcel of Benefitted Property located within the Stormwater Management Area based upon the number of Net ERUs (equivalent residential units) attributable to such Tax Parcel.

Public Works is requesting the scrivener's error with an incorrect rate to be corrected by amending Section 2.02(B). In addition, Staff proposes deleting Section 2.02(C) requiring the annual adjustment of the Stormwater Utility Fee rate based on changes in the Consumer Price Index of the Stormwater Rate Resolution. The scrivener's error had no effect on the accuracy or validity of the Stormwater Assessments and Stormwater Service Fees that were imposed by the city.

Adoption of this Resolution will maintain the Stormwater Utility rate of \$131.00 per ERU for Fiscal Year 2022.

### **REQUESTING DEPARTMENT:**

Public Works

### **FISCAL IMPACT:**

The calculation of total ERUs is being developed by the City's consultant based on data from the Brevard County Property Appraiser. Based on last year's number of ERUs (68,539.59), approval of the Stormwater Utility Rate Resolution at the \$131.00 ERU rate will result in an estimated \$9,017,462 in billed fees for the Stormwater Utility Fund from benefitted properties and an estimated \$275,697 transfer from General Fund for institutional exemptions, for a total revenue of \$9,293,159.

### **RECOMMENDATION:**

Motion to approve the correction to the scrivener's error and amend the stormwater rate Resolution to remove section 2.02(C) in Stormwater 2020-35, and maintain the current rate for FY 2022.

**ATTACHMENTS:**

**Description**

**Resolution 2021-40**

## **RESOLUTION 2021-40**

**A RESOLUTION OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING RESOLUTION 2020-35, WHICH ESTABLISHED THE STORMWATER UTILITY FEE, BY CORRECTING A SCRIVENER'S ERROR AND REMOVING PROVISIONS RELATED TO THE AUTOMATIC ADJUSTMENT OF THE STORMWATER UTILITY FEE RATE BASED ON THE PERCENTAGE CHANGE IN THE CONSUMER PRICE INDEX; RESCINDING RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on August 6, 2020, the City Council of the City of Palm Bay (the "City"), adopted Resolution 2020-35, the Stormwater Utility Fee Rate Resolution (the "Stormwater Rate Resolution"), relating to the provision of stormwater management services within the City, and

**WHEREAS**, amongst other things, the Stormwater Rate Resolution established a Stormwater Utility Fee applicable to each Tax Parcel of Benefitted Property located within the Stormwater Management Area based upon the number of Net equivalent resident units (ERUs) attributable to such Tax Parcel, and

**WHEREAS**, it has since been determined that Section 2.02(B) contained a scrivener's error with respect to the per Net ERU rate that the City desires to correct, and

**WHEREAS**, such scrivener's error had no effect on the accuracy or validity of the Stormwater Utility Fees that were imposed by the City beginning on October 1, 2020, and

**WHEREAS**, the City further wishes to amend the Stormwater Rate Resolution to remove Section 2.02(C) requiring the annual adjustment of the Stormwater Utility Fee rate based on changes in the Consumer Price Index.



**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 amends Resolution 2020-35, Section 2.02, Imposition and Computation, to read as follows:

**“SECTION 2.02 IMPOSITION AND COMPUTATION.**

(A) Beginning on October 1, 2020 and continuing each Fiscal Year thereafter until discontinued by appropriate action of the City Council, a Stormwater Utility Fee shall be imposed against all Benefitted Property within the Stormwater Management Area. The Stormwater Utility Fees shall be based upon the properties' demands for service from the Stormwater Utility and the Stormwater burden created by such properties, measured by the number of Net ERUs attributable to each Parcel of Benefitted Property.

(B) The annual Stormwater Utility Fee will be computed for each Tax Parcel of Benefitted Property located within the Stormwater Management Area by multiplying the number of Net ERUs attributable thereto by the per Net ERU rate of \$153.13 >>131.00<<.

~~(C) Beginning on October 1, 2021, and annually on October 1 of each year thereafter, the Stormwater Utility Fee shall be automatically adjusted by the percent change for the latest twelve-month period as of the previous May 1 of the Consumer Price Index for all Urban Consumers for the U.S. City Average for all Services as published monthly by the U.S. Department of Commerce, Bureau of Labor Statistics.”~~

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

This resolution was duly enacted at Meeting 2021-XX, of the City Council of the City of Palm Bay, Brevard County, Florida, held on \_\_\_\_\_, 2021.

\_\_\_\_\_  
Robert Medina, MAYOR

ATTEST:

\_\_\_\_\_  
Terese M. Jones, CITY CLERK

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

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



## LEGISLATIVE MEMORANDUM

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

**FROM:** Suzanne Sherman, City Manager

**THRU:** Nancy A. Bunt, Community & Economic Development Director

**DATE:** 8/19/2021

**RE:** Consideration of an amendment to the Community Development Block Grant – Coronavirus Relief Funding (CDBG-CV) Subrecipient Agreement with Helps Community Initiatives, Inc.

On March 4, 2021, City Council approved the Community Development Block Grant – Coronavirus (CDBG-CV) Substantial Amendment to the CDBG PY 2019 Annual Action Plan to incorporate the \$458,099 in CDBG-CV funding. One of the agencies that was awarded funding was Helps Community Initiatives, Inc. for \$40,000 for its CARE Learning Center, Career Development Center, and Community Outreach Center to help prepare, respond, or prevent Coronavirus. Subsequently, the City entered into an agreement with an effective date of April 1, 2021.

On Wednesday, July 28, 2021, Helps Community Initiatives, Inc. contacted the City and requested that the City amend the subrecipient agreement to change their budget from a cost-reimbursement budget (which is based on what the agency submitted to the City in its application for funding) to a unit of service reimbursement budget. The agency requested this change to align more with their CDBG-CV3 subrecipient agreement and lessen the burden on the agency due to the paperwork and documentation required to be submitted with a cost reimbursement budget.

Currently, the subrecipient agreement template states the following in Section VII. General Conditions, F.: "The City or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the City's governing body."

Staff is requesting an additional change to the subrecipient agreement template to be more inline with the HUD-required Citizen Participation Plan (CPP), for which an amendment of the subrecipient agreement which does not increase the grant award is considered a "minor amendment". Per the CPP, minor amendments require an internal memorandum to be approved by the City Manager and placed into the subrecipient file for future auditing purposes; whereas substantial amendments (as defined in the CPP) required approval of the Community Development Advisory Board and City Council prior to submittal to HUD.

Staff recommends Council approve the Amendment to the subrecipient Agreement to convert the budget from a cost reimbursement budget to a unit of service reimbursement budget and amend Section VII. General

Conditions to allow the City Manager to approve any such amendments.

**REQUESTING DEPARTMENT:**

Community & Economic Development

**FISCAL IMPACT:**

There is no fiscal impact.

**RECOMMENDATION:**

Motion to approve the Amendment to the Subrecipient Agreement between the City of Palm Bay and Helps Community Initiatives, Inc. to convert the budget from a cost reimbursement budget to a unit of service reimbursement budget and authorize an amendment to the Subrecipient Agreement template, Section VII. General Conditions to allow the City Manager to approve minor amendments in accordance with the Citizen Participation Plan.

**ATTACHMENTS:**

**Description**

**Executed Subrecipient Agreement for Helps Community Initiatives, Inc.**

**Draft Amendment to Agreement for Helps Community Initiatives, Inc.**

**2020-2021  
SUBRECIPIENT AGREEMENT BETWEEN  
CITY OF PALM BAY  
AND  
HELPS COMMUNITY INITIATIVES, INC.  
FOR  
COMMUNITY DEVELOPMENT BLOCK GRANT - CORONAVIRUS (CDBG-CV)  
PUBLIC SERVICES**

THIS AGREEMENT, entered this 2 day of June, **2021** by and between the City of Palm Bay, Florida, a municipal corporation herein referred to as "City" whose address is 120 Malabar Road, SE, Palm Bay, FL 32907 and Helps Community Initiatives, Inc., a private non-profit organization, hereinafter referred to as the "Subrecipient" whose address is 2851 Palm Bay Rd. NE., Palm Bay, FL 32905 and mailing address is 1550 Orange Blossom Tr. NE, Palm Bay, FL 32905.

**WHEREAS**, the City has received Community Development Block Grant – Coronavirus (CDBG-CV) funds under Title I of the Housing and Community Development Act of 1974 (HCD Act), Public Law 93-383, as amended; from the U.S. Department of Housing and Urban Development bearing the grant-identifier number assigned by HUD of B-19-MC-12-0032; and,

**WHEREAS**, pursuant to this CDBG-CV grant the City is undertaking certain activities that prepare, prevent, or respond to the Coronavirus; and,

**WHEREAS**, the City desires to engage the Subrecipient to give certain assistance in connection with such undertakings; and,

**NOW, THEREFORE**, the City and the Subrecipient do mutually agree as follows:

**I. DEFINITIONS:** As used in this Contract:

- A. "CDBG-CV" means Community Development Block Grant-Coronavirus.
- B. "Agreement" means the CDBG-CV Subrecipient Agreement between the City of Palm Bay and the non-profit agency indicated in the opening paragraph of this document.
- C. "Contractor" means an entity other than the Subrecipient (except as noted in the Labor Standards Provisions), that furnishes to the City and Subrecipient services or supplies (other than standard commercial supplies, office space or printing services).
- D. "HUD" means the U.S. Department of Housing and Urban Development.

- E. "Project" means the Community Development Block Grant - Coronavirus Program project approved by the City in the Substantial Amendment to the Annual Action Plan.
- F. "Subrecipient" means the entity, whether public, not-for-profit or private, which has the responsibility for administering the subject CDBG-assisted project or activity.

## II. **SCOPE OF SERVICES**

### A. Activities

The Subrecipient shall perform all services according to the Program Description and Statement of Work attached as **ATTACHMENT I** and made part of this Agreement. Such services shall be conducted in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds.

### B. National Objectives

All activities funded with CDBG funds must meet one of the CDBG Program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity carried out under this Agreement will meet the following National Objective: **Benefitting low- and moderate-income persons.**

### C. Levels of Accomplishment – Goals and Performance Measures

The Subrecipient agrees to provide the following levels of program services:

<u>Activity</u>	<u>Persons Served</u>
<u>CARE Learning Center</u>	<b>100 children</b>
<u>Career Development Center</u>	<b>100 participants</b>
<u>Community Outreach Center</u>	<b>50 duplicated clients per month</b>

### D. Staffing

The Subrecipient will maintain its current staff who have the requisite experience to implement the activity(s) identified in this Agreement.

Any changes in the key personnel assigned or their general responsibilities under this project are subject to the review and prior approval of the City for the purpose of maintaining performance consistency.

### E. Performance Monitoring

The City will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as

determined by the City will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the City, contract suspension or termination procedures will be initiated.

### III. **TERM OF AGREEMENT**

This Agreement shall commence on the 1st day of April 2021, and end on the 31st day of March 2022. The term of this Agreement will not be extended and is subject to termination provisions set forth herein and the expiration date of the City's CDBG-CV grant from HUD.

### IV. **BUDGET**

The CDBG-CV funds shall be used solely for the stated purposes set forth in this Agreement and **ATTACHMENT II**, and the expenditures shall be supported by contracts, invoices, vouchers and other data as appropriate, including any reports required by the City, evidencing the costs incurred. Any and all program income earned on the CDBG-CV Funds shall be remitted to the City. If the CDBG Funds are not expended in accordance with the terms, conditions and time period set forth in this Agreement or the total amount of the CDBG-CV Funds exceeds the eligible costs of the Activity(s), the amounts improperly expended or not expended shall be returned to the City within thirty (30) days after the expiration or termination of this Agreement. The City shall require delivery before payment is made for purchased goods, equipment or services unless the City obtains satisfactory security from the vendor.

Project costs shall be paid in accordance with the budget allocations outlined in **ATTACHMENT II**. All costs incurred must be fully documented. In addition, the City may require an additional detail budget breakdown. Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the City. Any amendments to the budget must be approved in writing by both the City and Subrecipient and be in accordance with the City's Agreement.

### V. **PAYMENT**

It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed **Forty Thousand Dollars and Zero Cents (\$40,000.00).**

Reimbursement of eligible expenses shall be made against the line item budgets specified in **ATTACHMENT II** herein and in accordance with performance. Expenses for general administration (if applicable) shall also be paid against the line item budgets specified in **ATTACHMENT II** and in accordance with performance. Payment requests shall be due by the 15<sup>th</sup> day following the end of each calendar month.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR Part 200.302.

## **VI. NOTICES**

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any required notice shall be effective on the date of delivery. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

City

Sandra Urban, Housing Administrator  
City of Palm Bay  
120 Malabar Road, S.E.  
Palm Bay, FL 32907  
321-952-3400 Ex. 3408  
Sandra.urban@palmbayflorida.org

Subrecipient

Merton L. Clark, President/CEO  
Helps Community Initiatives, Inc.  
1550 Orange Blossom Tr. NE  
Palm Bay, FL 32905  
321-952-5151 x522  
helpscommunityinc@gmail.com

## **VII. GENERAL CONDITIONS**

### **A. General Compliance With Approved Program And HUD Regulations**

All activities authorized by this Agreement shall be performed in accordance with the approved Program Description, the approved Budget, and the Grant Special Conditions, if any. The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 [the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)] including subpart K of these regulations, except that:

- 1) The Subrecipient does not assume the City's environmental responsibilities described in 24 CFR 570.604 and
- 2) The Subrecipient does not assume the City's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.



B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor, except as approved as reimbursable expenses to the Subrecipient under this Agreement.

C. Hold Harmless

The Subrecipient agrees to defend, indemnify and save harmless the City and HUD from any and all claims, actions, suits, charges and judgments of any nature whatsoever which may arise from the Subrecipient's performance or nonperformance of this Agreement; provided, however, that nothing contained in this Agreement shall be construed as rendering the Subrecipient liable for acts of the City, its officers, agents or employees. Refer to **Section VIII C. 4. Disallowance of Program Costs by the City or HUD** below for requirements respective to disallowance of costs by the City or HUD. Further, nothing in this paragraph shall be construed as a waiver by the City of its right to statutory sovereign immunity under Florida Statute §768.28.

D. Insurance and Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to reimbursements from the City.

The Subrecipient shall also provide Workers' Compensation Insurance coverage for all its employees involved in the performance of this Agreement.

The Subrecipient shall comply with the bonding and insurance requirements of, 2 CFR 200.310 Insurance coverage and 2 CFR 200.310, Contract provisions.

The Subrecipient shall also provide the City of Palm Bay, when requested by City staff, a copy of the Certificate of Insurance.

E. Identification of CDBG Funding In Project Activities

The Subrecipient shall insure recognition of the role of the City and HUD in providing services through this Agreement.

- 1) All activities, facilities and items utilized in whole or in part with funds pursuant to this Agreement shall prominently identify the City's CDBG-CV Program and HUD as sponsors / funding sources of the Project.
- 2) All publications, including news releases, pamphlets, brochures or other printed material, prepared and/or distributed by the Subrecipient in connection with project for which CDBG-CV funding is provided under this Agreement shall identify the City's CDBG-CV Program and HUD as sponsors of the activity by the inclusion of the following statement of all such material:

"This \_\_\_\_\_ project was funded (in whole or in part) with the assistance of the City of Palm Bay through federal Community Development Block Grant – Coronavirus funds made available by the U.S. Department of Housing & Urban Development under Title I of the Federal Housing and Community Development Act, as amended."

Failure to comply with 1 or 2 above shall result in a disallowance of all costs incurred for the project.

#### F. Amendments

The City or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the City's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Subrecipient from its obligations under this Agreement.

The City may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both City and Subrecipient.

#### G. Suspension or Termination of Agreement

- 1) In accordance with 24 CFR 85.43 2 CFR 200.338 and 2 CFR 200.339, the City may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include, but are not limited to, the following:
  - a) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies, or directives as may become applicable at any time;

- b) Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
  - c) Submission by the Subrecipient to the City of reports that are incorrect or incomplete in any material respect;
  - d) Ineffective or improper use of funds provided under this Agreement;
  - e) Failure of the Subrecipient to comply with the City's corrective action plan respective to annual independent audits required by the City herein;
  - f) Suspension or termination by HUD of the grant to the City under which this Agreement is made, or the portion of it delegated by this Agreement; provided, however, that if the grant is merely reduced and in the absence of any contrary HUD directive, the Subrecipient may adjust its budget and recommend Agreement amendments to the City.
  - g) The City may also terminate, assign or transfer this Agreement when required by HUD direction.
- 2) In accordance with 2 CFR 200.339, this Agreement may also be terminated by either the City or the Subrecipient in whole or in part, by mutual agreement setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City may terminate the award in its entirety.

## **VIII. ADMINISTRATIVE REQUIREMENTS**

The Subrecipient agrees to comply with the provisions of 2 CFR 200.502 and all requirements and standards which include but are not limited to the following:

### **A. Financial Management**

#### **1) Accounting Standards**

The Subrecipient agrees to comply with 2 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

#### **2) Cost Principles**

The Subrecipient shall administer its Project in conformance with 2 CFR 200, "Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards" as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

3) Allowable and Allocable Costs

Costs must be necessary, reasonable and directly related to the scope of services of this Contract. In addition, costs must be legal and proper. The budget included in **ATTACHMENT II** shall control amount of allowable expenditures.

4) Documentation of Costs

All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, or other official documentation evidencing in proper detail the nature and propriety of charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

5) Restriction on Disbursements

No money under this Agreement shall be disbursed by the Subrecipient to any contractor except pursuant to a written contract which incorporates the applicable requirements of this Agreement and HUD regulations and unless the contractor is in compliance with HUD requirements for applicable accounting and fiscal matters.

B. Records

1) Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a) Records providing a full description of each activity undertaken;
- b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG-CV program;
- c) Records required to determine the eligibility of activities;
- d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG-CV assistance;
- e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG-CV program;
- f) Financial records as required by 24 CFR 570.502, and 2CFR 200.333; and
- g) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2) Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the

submission of the City's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3) Real and Non-Expendable Property

The Subrecipient shall keep inventory records, acceptable to the City, on all real and non-expendable property purchased under this Agreement. The Subrecipient shall submit an inventory record of all items at the end of the program year and resubmit it each program year with revisions as necessary.

4) Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level (based from program year's HUD release income guidelines), third party verification and other basis for determining eligibility, and description of service provided. Such information shall be made available to City monitors or their designees for review upon request.

5) Disclosure of Client Information

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited by Federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

6) Program Close-Out

The Subrecipient's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG-CV funds, including program income.

In the event the Subrecipient does not expend the amount allocated under this Agreement or the project is canceled, expired, assigned or terminated for any reason, any funds not claimed by the Subrecipient and approved by

the City for allowable costs by the end of the term or by the date of cancellation, expiration, or termination of this Agreement, as the case may be, shall no longer be payable to the Subrecipient under this Agreement.

7) Access to Records

At any time during normal business hours and as often as the City, HUD and/or the Comptroller General of the United States may deem necessary, Subrecipient shall make available to the City, HUD and/or representatives of the Comptroller General for examination all of its records with respect to all matters covered by this Agreement. Further, the Subrecipient shall permit the City, HUD, and/or representatives of the Comptroller General to audit, examine and make excerpts of transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

8) Subrecipient Audit Requirements:

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning subrecipient audits and 2 CFR Part 200.

a) A Subrecipient that expends \$750,000 or more in federal funds is required to have an audit in accordance with 2 CFR Part 200.514. The Subrecipient is responsible for submitting a data collection form and reporting package to the federal clearinghouse within nine months of the end of the audit period. The reporting package must also be submitted to the Recipient. Per 2 CFR Part 200.515, the reporting package consists of:

- i. Financial Statements
- ii. Schedule of Expenditures of Federal Awards
- iii. Summary Schedule of Prior Audit Findings
- iv. Auditor's report
- v. Corrective Action Plan for current year audit findings

b) Subrecipients that receive any public funds (federal, state, or local government funds) are also subject to the audit requirements of Florida

Statutes. An audit in compliance with 2 CFR Part 200 will meet the audit requirements of the state of Florida.

- c) All Subrecipient audits shall be completed within 180 days after the ending date of the Subrecipient's fiscal year. One (1) copy of each audit report shall be delivered by the Subrecipient to the City.
- d) If the Subrecipient is unable or unwilling to have an audit conducted in accordance with 2 CFR Part 200, the City shall take one or more of the following actions:
  - i. Withhold a percentage of federal CDBG-CV funds until the applicable audit is completed satisfactorily;
  - ii. Suspend further disbursements of federal CDBG-CV funds until the audit is conducted; or
  - iii. Terminate this Agreement in accordance with **Section VII. G. Suspension or Termination of Agreement** of this Agreement.

**C. Reporting and Payment Procedure**

**1. Program Income**

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG-CV funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such program income during the contract period for activities permitted under this Agreement as outlined in **ATTACHMENT I** under the Statement of Work and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the City at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the City.

**2. Indirect Costs**

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate share of Subrecipient's administrative costs and shall submit such plan to the City for approval, in a form specified by the City.

**3. Payment Procedures**

The City will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient using **ATTACHMENT III** and consistent with any approved budget and City policy concerning payments. Payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the City in accordance with program income

balances available in Subrecipient accounts. In addition, the City reserves the right to liquidate funds available under this Agreement for costs incurred by the City on behalf of the Subrecipient.

4. Disallowance of Program Costs by the City or HUD

The Subrecipient agrees to indemnify and save harmless the City from disallowances by the City or HUD of project costs incurred by the Subrecipient which arise from the Subrecipient's performance or nonperformance of this Agreement due to the Subrecipient's failure to meet a national objective of the Community Development Block Grant (CDBG) Program pursuant to 24 CFR 570.200(a)(2), 24 CFR 570.208, and 24 CFR 570.483, or for failure to comply with CDBG/HUD regulations or HUD regulatory requirements as determined by the City or HUD. The Subrecipient agrees to promptly repay the City for all such disallowed costs incurred by the Subrecipient.

5. Progress Reports

The Subrecipient shall, at a minimum, submit the following reports to the City:

- a) Monthly Units of Service Report enclosed as **ATTACHMENT IV** and monthly Race Ethnicity Report enclosed as **ATTACHMENT V** due by the 15th day following the end of each calendar month, such reports outlining activities undertaken during such calendar quarter toward completion of the subject Project and the progress in meeting the prescribed CDBG national objective under the City's Grant Agreement with HUD;
- b) A final report at the conclusion of the project for which funds are provided under this Agreement which summarizes the successes or failures of the assisted activity, and the level of attainment respective to the CDBG national objective prescribed under the CDBG-CV Grant Agreement between HUD and the City.

D. Procurement

1. Compliance

The Subrecipient shall comply with current City policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this Agreement.

2. Standards



Unless specified otherwise within this Agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.217 through 2 CFR 200.326.

**E. Use and Reversion of Assets**

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200.311 and 2CFR 200.313 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the City any CDBG-CV funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the City for the CDBG-CV program or (b) retained after compensating the City [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG-CV funds used to acquire the equipment].

**IX. PARTICIPANT CONDITIONS**

**A. Civil Rights**

**1. Compliance**

The Subrecipient agrees to comply with Title XLIV, Chapters 760-765, Civil Rights, Florida Statutes and with:

- a) Title VI of the Civil Rights Act of 1964 as amended - which provides that no person in the United States shall on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- b) Title VIII of the Civil Rights Act of 1968 as amended - which provides for fair housing throughout the United States. Kinds of discrimination prohibited include refusal to sell, rent, or negotiate, or otherwise to make unavailable; discrimination in terms, conditions and privileges; discriminatory advertising; false representation; blockbusting; discrimination in financing; and discrimination in membership in multi-listing services and real estate broker organizations. Discrimination is prohibited on the grounds of race, color, religion, sex and national origin. HUD (and grantees) shall administer programs and activities relating to housing and urban development in a manner affirmatively to further the policies of this Title.
- c) Section 109 of Title I of the Housing and Community Development Act of 1974 as amended - which provides that no person in the United States

shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title.

- d) Section 504 of the Rehabilitation Act of 1973 - which provides that handicapped individuals may not be excluded from participation in, be denied benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance.
- e) the Americans with Disabilities Act of 1990 - which provides that no person shall on the basis of handicap, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance.
- f) the Age Discrimination Act of 1975 - which provides that no person shall on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance.
- g) Executive Order 11063 as amended by Executive Order 12259 – which requires equal opportunity in housing and related facilities provided by federal financial assistance.
- h) Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086 - which prohibits discrimination on the grounds of race, creed, color, sex or national origin in employment under federally assisted construction contracts, as applicable.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised in Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the City's specifications, an Affirmative Action Plan in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The City shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such plan. The Subrecipient shall submit its plan for an Affirmative Action for approval prior to expenditure of funds awarded.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient agrees to comply with the provisions of Executive Order 11625.

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients and subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of paragraph **IX. A. Civil Rights**, and **IX. B., Affirmative Action**, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political

activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. "Section 3" Clause

a) Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the City, the Subrecipient and any of the Subrecipient's subrecipients or subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

In connection with its compliance with Section 3 and the Section 3 Clause set forth below, the Subrecipient shall insert in full in all contracts and subcontracts for work financed in whole or in part with assistance provided under this Agreement the Section 3 Clause which follows:

"The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701(u). Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with this Project are given to low- and very low-income persons residing within the City of Palm Bay; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with this Project to business concerns that provide economic opportunities for low- and very low-income persons residing within the City of Palm Bay; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which

the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b) Notification

The Subrecipient and any of the Subrecipient's subrecipients and subcontractors will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c) Subcontracts

The Subrecipient and any of the Subrecipient's subrecipients and subcontractors will include the above Section 3 Clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development under 24 CFR Part 135. The Subrecipient and any of the Subrecipient's subrecipients and subcontractors will not subcontract with any subcontractor where Subrecipient or any of the Subrecipient's subrecipients and subcontractors has notice or knowledge that the latter has been found in violation of regulations under 24 CFR and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Subrecipient from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

2. Monitoring

a) Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the City prior to the execution of such agreement.

b) Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c) Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d) Selection Process

The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of 5 U.S.C. Part II, Chapter 15.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 2 CFR 200.318 and 24 CFR 570.611, which include (but are not limited to) the following:

- a) The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b) No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect

to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the City, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions; and
- c) It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
- d) Lobbying Certification:  
The undersigned representative of the Subrecipient certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Subrecipient, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal,

amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

The undersigned representative of the Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this Agreement results in any publication or other copyrightable material, the author may copyright the work, but the City and HUD reserve the right to royalty-free, non-exclusive, and irrevocable licenses to reproduce, publish, or otherwise use, and to authorize others to use, all copyrighted material and all material which can be copyrighted for governmental purposes.

7. Patents

Any discovery or invention arising out of or developed in the course of work aided by this Contract shall be promptly and fully reported to the City for determination by the City and HUD as to whether patent protection on such invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

8. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

X. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

XI. WAIVER

The City's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provisions.



**XII. JURY TRIAL, VENUE & ATTORNEY FEES**

Venue of all actions shall lie in Brevard County, Florida. Each party waives the right to a jury trial. Each party agrees that the prevailing party shall be entitled to reimbursement of reasonable attorney fees, including court costs, from the opposing party. For the purpose of this Agreement, reasonable attorney fees of the City Attorney or Deputy City Attorney shall be based on the fees regularly charged by a private attorney with an equivalent number of years of professional experience who practices in Brevard County, Florida.

**XIII. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the City and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Subrecipient with respect to this Agreement.

**XIV. APPLICABLE LAW**

This law applicable to this Contract is hereby agreed to be the law of the State of Florida.

**[Remainder of page left intentionally blank]**

Date June 2, 2021  
~~May 7, 2021~~

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

By Merton L. Clark  
Signature

Title: Merton L. Clark, President/CEO  
Helps Community Initiative\$ Inc.

STATE OF FLORIDA  
COUNTY OF BREVARD

SWORN to (or affirmed) and subscribed before me by means of ☒ physical presence  
or ☐ online notarization, this 7 day of May, 2021 by  
Merton L. Clark who is personally  
known to me or did produce \_\_\_\_\_ as identification.

NOTARY SEAL/STAMP:



DELORESA PRYCE  
Commission # GG 830621  
Expires March 8, 2024  
Bonded Thru Budget Notary Services

NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES ON: 5/8/24

Attest: [Signature]  
City Clerk

By [Signature]  
Suzanne Sherman, City Manager

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

[Signature]  
CITY ATTORNEY'S OFFICE

[Remainder of page left intentionally blank]

## ATTACHMENT I

### PROGRAM DESCRIPTION AND STATEMENT OF WORK

#### A. DESCRIPTION OF WORK TO BE PERFORMED:

Equip the Center with items to help prevent the spread of the Coronavirus and enable the Center to be a non-contact facility; provide virtual tutoring; and provide employment training to Palm Bay residents due to COVID-19.

#### B. SERVICE AREA OF CDBG PROGRAM:

Citywide, Palm Bay

#### C. SCHEDULE FOR COMPLETION OF WORK / PROJECT TIMETABLE:

Activity	Timeframe
Community Outreach Center – Personal Protective Equipment	Apr 2021-Mar 2022
CARE Learning Center – virtual tutoring	Apr 2021-Mar 2022
Career Development Center – Employment training	Apr 2021-Mar 2022

#### D. TARGETED GOALS OF SUBRECIPIENT:

Equip center to be a non-contact center so it can safely serve approximately 850 Palm Bay participants; provide virtual tutoring to children as an alternative due to COVID-19; and provide employment training to Palm Bay participants due to COVID-19; and 100% of whom are Low/Mod Income

	Number to be served
Total Number of People/Households Served	<u>850</u> people
Number that are Low/Moderate Income (No more than 80% of the area median income)	<u>850</u> people
% Low/Moderate	<u>100</u> %

**ATTACHMENT II**  
**PROGRAM BUDGET**

Section A – Budget Summary				
Grant Project Function or Activity	City of Pam Bay	Other Funding Sources		Total
1. Care Learning Center	\$16,000	\$35,000		\$45,000
2. Community Outreach Center	\$13,000	\$3,300		\$28,300
3. Career Development Center	\$11,000	\$0		\$5,000
<b>Totals</b>	<b>\$40,000</b>	<b>\$38,300</b>		<b>\$78,300</b>
Section B – Budget Categories				
Object Class Categories	Grant Program, Function, or Activity			Total
	(1)	(2)	(3)	
a. Personnel	\$6,000	\$6,000	\$6,000	\$18,000
b. Program Materials & Supplies	\$6,750	\$6,850	\$5,000	\$18,600
c. Transportation	\$1,250	\$150	\$0	\$1,400
d. Contractual Services	\$2,000	\$0	\$0	\$2,000
<b>Totals</b>	<b>\$16,000</b>	<b>\$13,000</b>	<b>\$11,000</b>	<b>\$40,000</b>

**ATTACHMENT III**

**REQUEST FOR PAYMENT**

**HELPS COMMUNITY INITIATIVES, INC.**

**2020/21 CDBG-CV PROGRAM YEAR**

**AGENCY NAME:** \_\_\_\_\_ **MO./YR.** \_\_\_\_\_

**PROGRAM NAME:** \_\_\_\_\_

**PREPARER'S NAME:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

Approved CDBG-CV Budget	\$40,000.00
CDBG-CV Disbursements To Date	\$
Available CDBG-CV Balance	\$

**This Request:**

Budget Line Item:	AMOUNT BEING REQUESTED FOR CDBG-CV REIMBURSEMENT:
Personnel	
Program Materials & Supplies	
Transportation	
Contractual Services	
Total Request:	

\_\_\_\_\_  
Signature of Executive Director or Board President: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of CD Staff: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTACHMENT IV**  
**UNITS OF SERVICE REPORT**  
**HELPS COMMUNITY INITIATIVES, INC.**  
**2020/21 CDBG-CV PROGRAM YEAR**

**Agency Name:** \_\_\_\_\_

**Preparer's Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Calendar Month of Report:** \_\_\_\_\_

Units Directly Applicable Toward Contract		
Type of Unit	Number of Units	Number of new persons served <i>this</i> month: (should match column A on Race/Ethnicity Report)

Other Notable activities: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Executive Director or Board President \_\_\_\_\_ Date: \_\_\_\_\_

**CITY OF PALM BAY  
RACE/ETHNICITY REPORT  
HELPS COMMUNITY INITIATIVES, INC.**

**2020/21 CDBG-CV PROGRAM YEAR**

**Agency Name:** \_\_\_\_\_

**Preparer's Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Calendar Month of Report:** \_\_\_\_\_

NOTE: Totals for the three income groups (columns B-E) should equal the total in column A. If you served a "Presumed Benefit" clientele, write "PB" in columns C-E instead of numbers. Columns F and G should equal total in column A. Columns R and S stand alone.

Month	Total # Persons Assisted	Non-Low/Mod Clients	Moderate-Income Clients	Low-Income Clients	Extremely Low-Income Clients	Hispanic	Non-Hispanic	White	Black/African American	Asian	American Indian/Alaska Native	Native Hawaiian/Other Pacific Islander	American Indian/Alaskan Native and White	Asian and White	Black/African American and White	American Indian/Alaskan Native and Black	American Indian/Alaskan Native and Black	Persons with Disabilities	Female Head of Household
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S
APR																			
MAY																			
JUN																			
JUL																			
AUG																			
SEP																			
OCT																			
NOV																			
DEC																			
JAN																			
FEB																			
MAR																			
YTD																			





**AMENDMENT ONE TO 2020-2021  
SUBRECIPIENT AGREEMENT BETWEEN  
CITY OF PALM BAY  
AND  
HELPS COMMUNITY INITIATIVES, INC.  
FOR  
COMMUNITY DEVELOPMENT BLOCK GRANT - CORONAVIRUS (CDBG-CV)  
PUBLIC SERVICES**

On April 1, 2021, the City of Palm Bay, Florida, a municipal corporation herein referred to as "City" and Helps Community Initiatives, Inc. hereinafter referred to as the "Subrecipient," entered into an agreement Community Development Block Grant – Coronavirus (CDBG-CV) funds under Title I of the Housing and Community Development Act of 1974 (HCD Act), Public Law 93-383, as amended; from the U.S. Department of Housing and Urban Development bearing the grant-identifier number assigned by HUD of B-20-MW-12-0032.

**WHEREAS**, Section VII F. of the Agreement provides that the City or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the City's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Subrecipient from its obligations under this Agreement; and

**WHEREAS**, the City and the Subrecipient wish to amend the agreement as set forth herein;

**NOW, THEREFORE**, the City and the Subrecipient do mutually agree as follows:

- I. Change Section VII F. of the Agreement to say the following:  
"Amendments"

The City or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the City Manager. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Subrecipient from its obligations under this Agreement.

The City may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both City and Subrecipient.

- II. Replace Attachment II Program Budget with the attached Attachment II Program Budget.
- III. All other terms and conditions remain in effect.

**[Remainder of page left intentionally blank]**

Date \_\_\_\_\_

**IN WITNESS WHEREOF**, the Parties have executed this amendment as of the date first written above.

By \_\_\_\_\_  
Signature

Title: Merton L. Clark, President/CEO  
**Helps Community Initiatives, Inc.**

**STATE OF FLORIDA  
COUNTY OF BREVARD**

SWORN to (or affirmed) and subscribed before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by \_\_\_\_\_ who is personally known to me or did produce \_\_\_\_\_ as identification.

NOTARY SEAL/STAMP:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES ON: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
Suzanne Sherman, City Manager

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

\_\_\_\_\_  
CITY ATTORNEY'S OFFICE

**[Remainder of page left intentionally blank]**

## ATTACHMENT II

### PROGRAM BUDGET

Section A – Budget Summary				
Grant Project Function or Activity	City of Palm Bay	Other Funding Sources		Total
1. Care Learning Center	\$16,000	\$35,000		\$45,000
2. Community Outreach Center	\$13,000	\$3,300		\$28,300
3. Career Development Center	\$11,000	\$0		\$5,000
Totals	\$40,000	\$38,300		\$78,300
Section B – Budget Categories				
Object Class Categories	Grant Program, Function, or Activity			Total
	(1)	(2)	(3)	
a. Summer Camp (5 x \$400/day x 8 weeks)	\$16,000	\$0.00	\$0.00	\$16,000
b. Outreach Events (65 x \$200/event)	\$0.00	\$13,000	\$0.00	\$13,000
c. Classes (5 x \$200/class x 11 weeks)	\$0.00	\$0.00	\$11,000	\$11,000
<b>Totals</b>	\$16,000	\$13,000	\$11,000	\$40,000



## LEGISLATIVE MEMORANDUM

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

**FROM:** Suzanne Sherman, City Manager

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

**DATE:** 8/19/2021

**RE:** Consideration of accepting grant award from Firehouse Public Safety Foundation; approving appropriation of funds; authorizing Memorandum of Understanding; and approving award for purchase of scuba equipment from Dive Rescue International, Inc. (\$39,043).

On December 7, 2020, City Council approved and authorized the City to apply for a competitive grant through Firehouse Subs Public Safety Foundation for an award to enable the Palm Bay Police Department Dive Team to replace its existing, aging dive equipment, including new suits, masks, and wireless communication phones for the six-officer dive team.

On July 7, 2021, Firehouse Subs Public Safety Foundation notified the City that it has been selected for an award for new dive team equipment consisting of:

- One OTS shore-based communication box
- Six communication units and microphones
- Six sets of dive rescue gear (including dry suits, regulators, emergency regulators, buoyancy compensators)
- Masks and dive bags

When preparing the grant application for consideration, there had been no change in the grant submittal requirements since Palm Bay Fire Department's successful 2018 application for a "Jaws of Life" rescue tool. Only one quote was allowed to be submitted and it was anticipated that as this grantor had done in the past, Firehouse Public Safety Foundation would purchase and donate equipment to the prevailing grantee. However, the City was notified within the July 7, 2021 award email that there has been a change in the funding procedures and that Firehouse Public Safety Foundation would issue the award as a monetary transfer of funds to the City to purchase the equipment.

This change required Procurement staff to solicit quotes for the scuba equipment. Four (4) quotes were received in response to the City's solicitation. The Procurement Department evaluated the quotes for responsiveness. The Department evaluated the quotes for responsibility and ability to provide the commodity specified. The Department found the low bid to be acceptable.

Staff recommends Dive Rescue International, Inc., Fort Collins, Colorado for award of Quote #62-0-2021 Scuba Equipment.

Staff requests Council authorization to accept the grant award funding in the amount of \$39,043.45 through the execution of a Memorandum of Understanding with Firehouse Public Safety Foundation which provides for the purchase from the selected vendor, the transmission of award funds to the City and compliance requirements for reporting the purchase and expenditure of grant funds.

**REQUESTING DEPARTMENT:**

City Manager's Office, Procurement, Police Department

**FISCAL IMPACT:**

The estimated grant request was \$41,004.55. The revised grant award will be \$39,043.45 and will be recorded by Finance as a revenue grant in said amount to the General Fund. A Budget Amendment will be forthcoming to move the funds in the appropriate Police Department expenditure account.

**RECOMMENDATION:**

Motion to 1) accept the grant award from Firehouse Public Safety Foundation in the amount of \$39,043.45 and approve the appropriation of funds on the next scheduled budget amendment; 2) authorize the City Manager to sign a Memorandum of Understanding; 3) approve award of Quote #62-0-2021 Scuba Equipment to Dive Rescue International, Inc. of Fort Collins, Colorado.

**ATTACHMENTS:**

**Description**

**Grant MOU**

**ACH Payment Transmittal Form**

**Tabulation**



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**Firehouse Subs Public Safety Foundation, Inc.**

12735 Gran Bay Pkwy., Suite 150, Jacksonville, Florida 32258

**MEMO OF UNDERSTANDING- FUNDING AGREEMENT**

**August 9, 2021**

Failure to adhere to the requirements of this Funding Agreement will jeopardize your grant award.

*All purchases must match the quantities and equipment approved in the original grant request and approved quote.*

**Firehouse Subs Public Safety Foundation Responsibilities**

- Firehouse Subs Public Safety Foundation will award funding to **City of Palm Bay Florida, on behalf of City of Palm Bay Police Department, Palm Bay, FL** for **\$39,043.45** to be used toward the direct purchase of **One OTS Shore-based Communication Box; Six Communication Units & Microphones; Six Sets of Dive Rescue Gear (Including Drysuits, Regulators, Emergency Regulators, Buoyancy Compensators, Masks & Dive Bags)**

**City of Palm Bay Florida, on behalf of City of Palm Bay Police Department Responsibilities**

1. An ACH transfer will be remitted to the organization name as stated in this memo of understanding and **must** match the EIN number submitted on the grant request and bank account information listed on the ACH Authorization. If there is a change in either information, you must submit a W-9.
2. **Confirm Receipt of ACH Transfer** by emailing [procurementfoundation@firehousesubs.com](mailto:procurementfoundation@firehousesubs.com)
3. **Purchase** the equipment on Approved Quote #EST015202 from Dive Rescue International
4. **Verify Purchase** by providing Firehouse Subs Public Safety Foundation with one of the following:
  - Copies of paid invoices, verifying your organization's name as the customer and matching the vendor quote(s)
  - OR**
  - A copy of the cleared check(s), verifying the payee and payment amount matches the vendor quote(s)
5. **Confirm Receipt of Equipment** by providing Firehouse Subs Public Safety Foundation with ALL SIGNED and DATED packing slips
6. In the event that the purchased equipment costs less than the dollar amount awarded, all excess funds must be returned to Firehouse Subs Public Safety Foundation
  - Email [procurementfoundation@firehousesubs.com](mailto:procurementfoundation@firehousesubs.com) with notification of excess funds within 30 days of purchase
  - Return Excess Funds within 90 days of purchase to Firehouse Subs Public Safety Foundation, Attention: Gina Brown, 12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258
7. If purchases exceed funding, **City of Palm Bay Florida, on behalf of City of Palm Bay Police Department** is responsible for the additional amount

**VERY IMPORTANT: Deadline for submitted documentation is December 31, 2021.**

---

Firehouse Subs Public Safety Foundation

---

Date

---

City of Palm Bay Florida, on behalf of City of Palm Bay Police Department Representative

---

Date

---

City of Palm Bay FL, on behalf of City of Palm Bay Police Dept. Representative Name (Print)

---

Date



## AUTHORIZATION AGREEMENT FOR PRE-ARRANGED PAYMENTS (CREDITS)

I (WE) \_\_\_\_\_ of \_\_\_\_\_ HEREBY AUTHORIZE  
the Firehouse Subs Public Safety Foundation, Inc. to initiate credits to my (our) account  
indicated below, and the bank named below to credit the amount of such entries to said account.

Bank Name
City, State

Transit Routing

Account Number

Account Type  
☐ CHECKING   ☐ SAVINGS

Tax ID Number

This authority is to remain in full force and effect until the Firehouse Subs Public Safety Foundation, Inc. has received written notification from me (or either of us) of its termination in such time and in such manner as to afford the Foundation a reasonable time to act on it.

Date \_\_\_\_\_

Signature \_\_\_\_\_  
(Must be a signer on the bank account)

Email address for ACH Remittance Advices: \_\_\_\_\_

**\*\*ATTACH A VOIDED CHECK or BANK MEMO confirming the account number, AND a completed W-9\*\***



QUOTE #62-0-2021/SZ

SCUBA EQUIPMENT

				Dive Rescue International, Inc		American Diving Supply, LLC		Jupiter Dive Training, Inc		House of Scuba, Inc		Sea Level Scuba	
				201 N. Link Lane, Ste A Fort Collins, CO 80524		2531 Tilton Rd Egg Harbor Township, NJ 08234		1001 N. Hwy A1A, Ste 113 Jupiter, FL 33477		5141 Santa Fe St #A San Diego, CA 92109		Full Address 321-255-1825	
				800-248-3483 <a href="mailto:SJ@diverescueintl.com">SJ@diverescueintl.com</a>		609-646-5090 <a href="mailto:bids@americandivingsupply.com">bids@americandivingsupply.com</a>		561-745-7807 <a href="mailto:gerry@jupiterdivecenter.com">gerry@jupiterdivecenter.com</a>		858-581-2800 <a href="mailto:HOSGovSales@gmail.com">HOSGovSales@gmail.com</a>		<a href="mailto:info@sealevelscuba.com">info@sealevelscuba.com</a>	
ITEM	ITEM DESCRIPTION	Qty	UOM	Unit Price	Price Extended	Unit Price	Price Extended	Unit Price	Price Extended	Unit Price	Price Extended	Unit Price	Price Extended
1	MK17 Evo/A700 1st & 2nd Stage Reg #4048336321419	6	Ea	\$ 471.45	\$ 2,828.70	\$ 478.99	\$ 2,873.94	\$ 749.00	\$ 4,494.00	\$ 490.31	\$ 2,941.86		\$ -
2	2-G SP Metal 2-gauge console #4048336295550	6	Ea	\$ 137.85	\$ 827.10	\$ 136.55	\$ 819.30	\$ 180.00	\$ 1,080.00	\$ 139.78	\$ 838.68		\$ -
3	R095 Octopus regulator #4048336292993	6	Ea	\$ 84.00	\$ 504.00	\$ 83.21	\$ 499.26	\$ 95.00	\$ 570.00	\$ 85.18	\$ 511.08		\$ -
4	Guardian mask #920001-001	6	Ea	\$ 495.00	\$ 2,970.00	\$ 621.46	\$ 3,728.76	\$ 735.00	\$ 4,410.00	\$ 662.22	\$ 3,973.32		\$ -
5	Seahawk w/ BPI BCD # 22.142.410	6	Ea	\$ 422.00	\$ 2,532.00	\$ 384.04	\$ 2,304.24	\$ 500.00	\$ 3,000.00	\$ 393.12	\$ 2,358.72		\$ -
6	PS TLS 350 encapsulated drysuit #111920SELECT	6	Ea	\$2,065.95	\$ 12,395.70	\$1,995.92	\$ 11,975.52	\$2,300.00	\$ 13,800.00	\$2,423.52	\$ 14,541.12		\$ -
7	OTS Guardian shore based comm box #OTS COM BOX #900281-000	1	Ea	\$2,048.95	\$ 2,048.95	\$2,240.83	\$ 2,240.83	\$2,081.65	\$ 2,081.65	\$2,387.78	\$ 2,387.78		\$ -
8	CDK-power pack com unit #CDK-6 Includes PowerCom 3000D, 4 channel (25 watts output power)	6	Ea	\$1,961.00	\$ 11,766.00	\$2,130.12	\$ 12,780.72	\$1,359.15	\$ 8,154.90	\$2,269.80	\$ 13,618.80		\$ -
9	EM-Ear/mic assembly for Guardian #910369-000	6	Ea	\$ 528.50	\$ 3,171.00	\$ 599.12	\$ 3,594.72	\$ 569.00	\$ 3,414.00	\$ 613.28	\$ 3,679.68		\$ -
GRAND TOTAL				\$39,043.45		\$40,817.29		\$41,004.55		\$44,851.04		NO BID	

8	CDK-power pack com unit #CDK-6 Includes PowerCom 3000D, 4 channel (25 watts output power) <a href="#">Alternate includes 1 unit of CDK-6 and 7 units of PwerCom 3000D.</a>	6	Ea
---	---	---	----

Alternate Total

	\$11,623.95
	\$ 42,856.19



## LEGISLATIVE MEMORANDUM

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

**FROM:** Suzanne Sherman, City Manager

**THRU:** Nelson Moya, Chief of Police and Juliet Misconi, Chief Procurement Officer

**DATE:** 8/19/2021

**RE:** Consideration of expenditures from the Palm Bay Police Department's Law Enforcement Trust Fund and entering into a multi-year, sole source agreement with Flock Group, Inc. for automated license plate reader cameras (\$42,500).

In accordance with Florida law, funding in the amount of \$42,500 is being requested from the Law Enforcement Trust Fund (LETF) designated fund balance for fiscal year 2020/2021.

The Police Department is requesting monies from the LETF for the initial year lease of 17 License Plate Reader (LPR) Flock Safety cameras from Flock Group Inc. for citywide use. The Palm Bay Police Department patrols a large jurisdiction encompassing a direct nexus to major highways as well as densely populated residential areas. The Flock Safety camera system is a valuable tool to aid law enforcement efforts during both active, on-going calls for service and during prolonged investigations of major crimes. The Flock Safety cameras have been tested by the Police Department for 8 months during which time they have produced leads for cases including a homicide, missing persons, retail thefts, and stolen vehicles. In some instances, little to no witness information was available, however the Flock Safety cameras were used to narrow down the vehicles in the area at the time and coupled with additional follow up by detectives, suspects were eventually identified. Without the use of the Flock Safety cameras, these types of cases would go unsolved.

Flock Group Inc. is the sole source provider of Flock Safety Automated License Plate Reader Cameras and Solutions. The annual cost for the 17 cameras is \$42,500 and staff is requesting consideration of entering into a long-term agreement for an initial 62 month term renewable by the Procurement Department for one (1) additional 60 month term.

Police furnished documentation supporting unique features that make Flock a sole source. Procurement reviewed and posted on Vendorlink to invite other companies to notify the City if they could provide a similar product. No other vendors responded. Per City Code of Ordinance 38. 12 SOLE SOURCE PURCHASES: The Chief Procurement Officer may make or authorize the purchase of goods and/ or services, subject to the mandatory City Council approval level stipulated in this Ordinance, without competitive solicitation when the director of the client department has documented in writing that such good and/or service is the only item that meets the need and is available through only one source of supply, or when the intent to award via sole source is posted on the City's website for a reasonable time period but at a minimum of seven (7) calendar days, or when a documented research effort by the Chief Procurement Officer fails to identify further competing sources of the

goods or services. Such written determinations and supporting documentation shall be retained by the Chief Procurement Officer for public inspection and auditing purposes. Where standardization is determined by the Chief Procurement Officer to be appropriate, and negotiation of such standard items is appropriate, a sole source determination is justified.

**REQUESTING DEPARTMENT:**

Procurement, Police Department

**FISCAL IMPACT:**

There is a designated fund balance of \$94,727.61 as of August 12, 2021, from account #101-0000-359-1002 and 101-0000-359-1004. The overall fiscal impact for the agreement will be \$212,500 over the 5 years with \$42,500 out of LETF initially, and the remaining \$170,000 from General Fund (\$42,500 per year) to be included in the base budget for the Police Department each year beginning in FY 2023.

**RECOMMENDATION:**

Motion to approve expenditures of LETF as described herein up to \$42,500 under a sole source lease agreement with Flock Safety Automated License Plate Reader Cameras and Solutions from Flock Group Inc., located in Atlanta, Georgia, for an initial 62 month term renewable by the Procurement Department for one (1) additional 60 month term.

**ATTACHMENTS:**

**Description**

LETF Certification Statement 21-06

Palm Bay Police Department Flock Safety Quote



## **CERTIFICATION STATEMENT**

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

**FROM:** Nelson Moya, Police Chief

**DATE:** August 12, 2021

**SUBJECT:** Law Enforcement Trust Fund (LETf) Forfeiture Expenditures

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

The following details the usage of the requested expenditures:

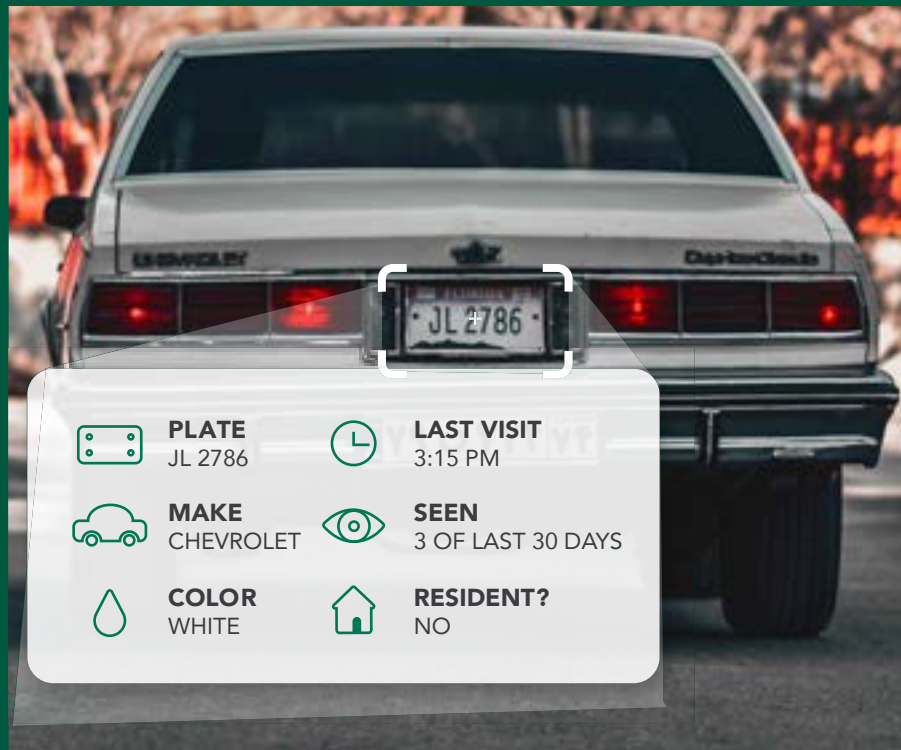
<b>VENDOR/ORGANIZATION</b>	<b>ITEM DESCRIPTION</b>	<b>COST</b>
Flock Safety	Licenses & Certificate/Annual Subscriptions for 17 ALPR units citywide	\$42,500
<b>TOTAL</b>		\$42,500

flock safety

flocksafety.com  
866.831.5326

# Your partner in eliminating crime

---



**PLATE**  
JL 2786



**LAST VISIT**  
3:15 PM



**MAKE**  
CHEVROLET



**SEEN**  
3 OF LAST 30 DAYS



**COLOR**  
WHITE



**RESIDENT?**  
NO

Protecting your jurisdiction is of the utmost importance. Thank you for considering Flock Safety as part of your comprehensive strategy to protect your city, citizens, and officers. We are more than just a camera company - we are a public safety operating system that empowers private communities and law enforcement to work together to eliminate crime. We build devices that detect and capture objective evidence, machine learning that uncovers investigative leads, and real-time alerts that prepare officers to be effective in the field.

## What makes Flock Safety's technology different



### **PUBLIC & PRIVATE PARTNERSHIPS**

Thousands of communities use privately funded Flock Safety cameras throughout the country, which provides a huge benefit to local law enforcement as they can have access to those cameras without having to pay for them.



### **VEHICLE FINGERPRINT™ TECHNOLOGY**

Capture far more than just license plates. Allow your investigators to search footage by vehicle type, make, and color; identify the state of a license plate; capture temporary plates, paper plates, and vehicles without plates. Our cameras also capture two (2) lanes of traffic traveling up to 100 MPH with a single camera.



### **INFRASTRUCTURE FREE**

Use cameras that are solar powered and include LTE internet connectivity (unlimited use included in cost), so they can be rapidly deployed virtually anywhere.



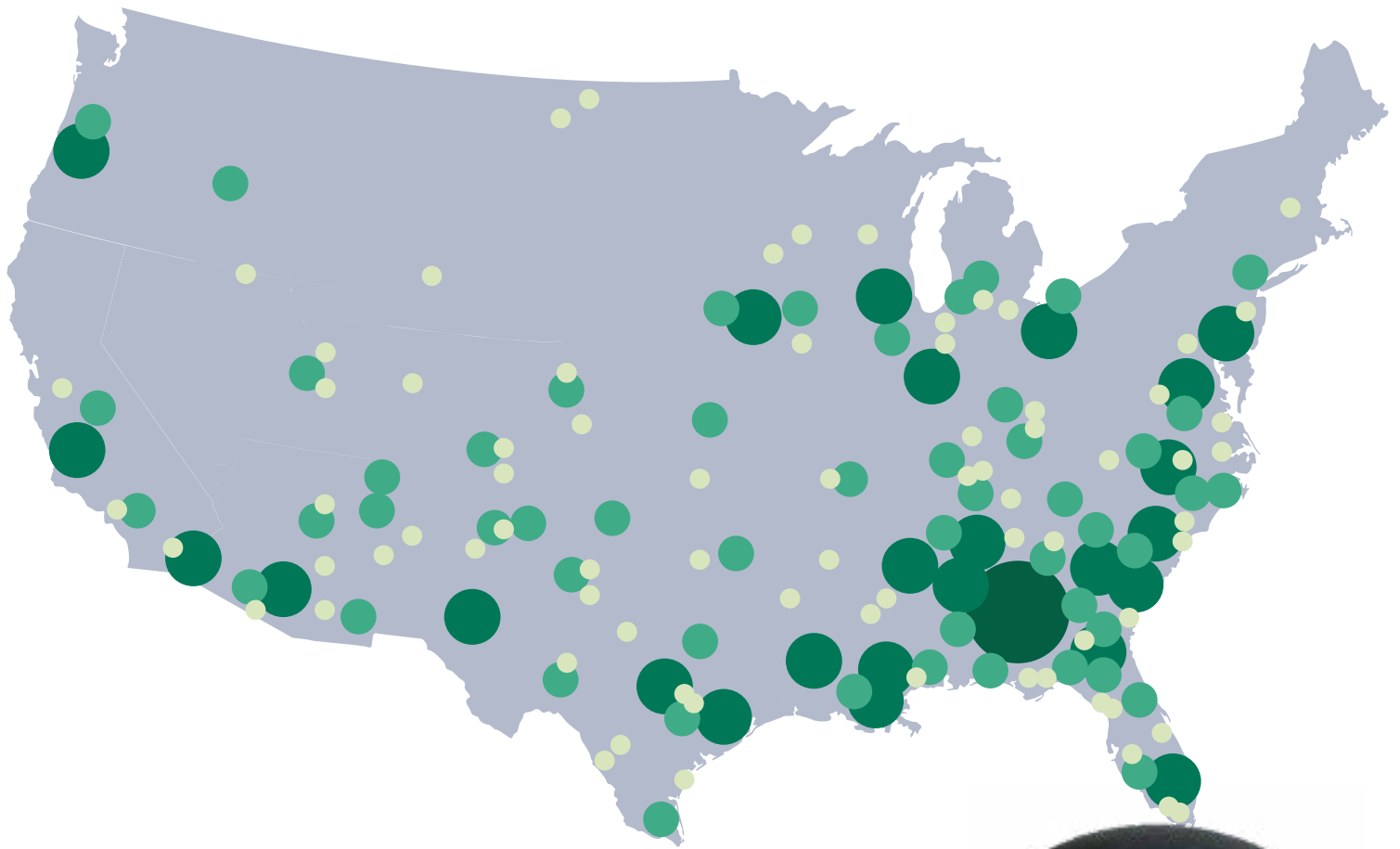
### **SIMPLE & AFFORDABLE**

Our cameras cost \$2,500 per camera per year which includes hardware, software, solar power, LTE connectivity, unlimited users, and unlimited data storage.

We look forward to hearing from you and hope you will join the "flock"!

Thank you,

# flock safety



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**600+**

Police  
departments

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---

**1000+**

US cities

---

---

**120**

Stolen vehicle  
reads/hr

---



Flock Safety's technology includes fixed license plate reading cameras and software for unlimited users to access footage and receive hotlist notifications.

# Proposal Summary

Police departments need a scalable solution to increase clearance rates and deter crime. The Flock Safety camera sees like a detective to make actionable evidence available when needed that is easily searchable by vehicle type, make, model, color, timeframe, or plate details. We deliver this detail through Machine Learning technology that scans each image for distinguishing features, instead of traditional metal plates. This means we can also detect vehicles with no plates, temporary plates, dirty/covered plates, and even get accurate state detection.

## 30% ▲

Our solution **captures 30% more plates** than our leading competitor, according to a side-by-side study done by LASD in 2019, largely due to using AI and Machine Learning to analyze the entire vehicle profile, instead of legacy Infrared based technology.

## 34% ▼

In April 2019, Marietta Police Department released a study that shows they experienced a **34% reduction in calls for service** by targeting crime hot spots throughout the city with Flock Safety cameras.

## 60% ▼

In October 2019, Cobb County Police Department released a study based on their installation of 13 Flock Safety cameras in March. Over the six month period, Cobb police reported a **60% reduction in overall crime** by focusing on the beat with the highest



## Company Overview

Flock Safety's mission is to eliminate crime. This is possible with city-wide coverage of automatic license plate readers (ALPRs) for both public safety organizations and private citizens. When a crime occurs, Flock Safety devices deliver the actionable evidence you need to make an arrest.

Our company is headquartered in Atlanta, Georgia. Flock



Safety camera systems live in over 1000 cities in 38 states and over 600 police departments. With an average of 120 Hot List notifications sent an hour with jurisdictions throughout the U.S., our team is helping agencies solve and prevent crime every minute.

## Customer Results

Flock Safety unites law enforcement and the communities they serve in the pursuit of a safer, more equitable society, with the use of force-multiplying technology. Our devices, which are owned by both public and private customers, see like a detective. They capture objective evidence, decode investigative leads using machine learning technology, and deliver real-time, actionable alerts to officers so they can clear cases more efficiently. Over 1000 U.S. cities enlist the help of Flock Safety's public safety operating system to reduce crime by up to 70%. These are some of their stories.



### JERSEY VILLAGE, TEXAS

#### A camera on every street to create a virtual gate

Within one week, Flock Safety cameras notified officers of two vehicles on the NCIC Hot List. During the seizure of one of the vehicles, a wanted murderer in the state of Louisiana was arrested. Both vehicles were returned to their owners.

- Location: Houston suburb
- Flock Cameras: 50+
- Residents: 8,000
- Installation: Two months from purchase

### MARIETTA, GEORGIA

#### 34% reduction in calls for service in targeted hotspots

Cameras within the city led to the arrest of a suspect who allegedly brutally attacked a woman. Officers were able to locate and arrest the suspect using Flock cameras after weeks of the suspect being on-the-run.

- Location: Atlanta suburb, in Cobb County, Georgia
- Flock Cameras: 70 and growing within the county (30 police and 40 private cameras)
- Residents: 65,000 in Marietta
- Installation: Two months from purchase for first hotspot created





## COBB COUNTY, GEORGIA

### Containment strategy in highest crime beat of the county

Cobb County Police Department utilized 35 Flock cameras in 2 containment zones in their highest crime beats to reduce crime by over 60%.

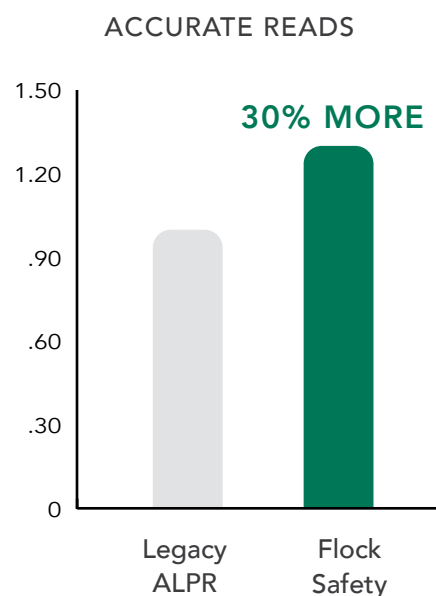
- Location: Cobb County, GA is just outside of Atlanta
- Flock Cameras: 35 for PD, over 100 including private sector cameras
- Residents: 750,000 in Cobb County
- Installation: Phased approach
- Contact: Deputy Chief Stuart Vanhoozer at [stuart.vanhoozer@](mailto:stuart.vanhoozer@)

## LOS ANGELES, CALIFORNIA

### Sheriff's Department performs detection accuracy test

Los Angeles Sheriff's Department performed a head-to-head test of the Flock Safety camera versus a legacy ALPR solution.

- The results showed that the Flock Safety camera captures 30% more vehicle images and provides more accurate reads than traditional cameras triggered by infrared technology.
- Conducted in limited lighting from 2:00 AM to 8:00 AM, and from 11:00 PM to 6:00 AM.
- Causes for missed vehicles and/or misread plates were associated with the amount of reflectivity of the plate (older/dirtier tags, and dealer provided paper plates).





## Product

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Flock Safety Automatic License Plate Reading (ALPR) cameras do not just identify the plate seen, but all the objects within the frame. Even if the vehicle does not have a tag, the image can be captured for review. The user interface is a simple search with unlimited user licenses. Within the software component, law enforcement can receive hotlist alerts and create custom alerts for plates under your investigation.

## SOFTWARE USER INTERFACE

Included at no additional cost with unlimited user licenses. Receive alerts to help detect crime and search footage to access evidence — with any internet-connected device (based on user credentials that are easily managed/approved by admin).



## Detect Crime

- Connected to the NCIC Hot List & CJIS compliant
- State detection to ensure quality alerts
- Hotlist alerts (includes privately owned cameras in your jurisdiction)
- Create custom alerts for tags under investigation with your organization
- Filter notifications by reason codes (exclude sex offenders, include stolen plates, etc.)
- Email and SMS alerts to users
- Audible and visual alerts



## Access Evidence

- Filter search by specific camera location
- Capture vehicles regardless of plate type (paper, no plate, etc.)
- Search results with vehicle summary in multiple formats
- Filter by Vehicle Fingerprint™
  - Date and time
  - Vehicle Characteristics
    - Plate (partial/full)
    - Plate Type (in state, out of state, temporary tag)
    - Build & Color
    - Resident status
    - Location/Date/Time



## Insights

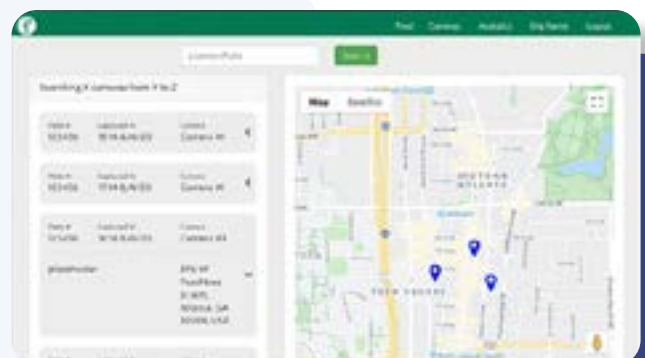
Give city council an ROI report

- Discover crime and traffic patterns
- Prioritize changes by greatest impact
- Change your community for the better

## Lookup

Search plates across your jurisdiction

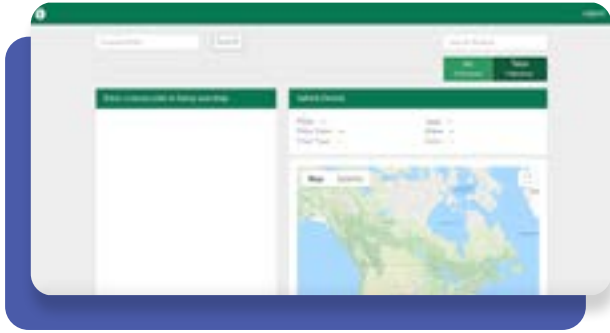
- "I have the plate where is the car?"
- Designed to search all cameras, all time
- Get a full view of all activity tied to one vehicle in your network



## Shared Footage Search Network for Law Enforcement

A new way to solve cross-jurisdiction crimes

- New privacy setting (National + State search)
- 1B + monthly reads
- Attached to "Lookup" experience



## Performance

DAY TIME FOOTAGE



NIGHT TIME FOOTAGE



TEMPORARY PLATE



NO PLATE



COVERED PLATE



TWO LANES OF TRAFFIC



## CAMERA SPECIFICATIONS

### Design

Dimensions: 8.75" x 3"

Weight: 3 lbs

IP65 Waterproof

### Power

14Ah Battery

30W Solar Panel (14" x 21")

AC Power (5 ft. range)

### Data

16GB local storage, ~2 weeks

### Image

5MP Image Sensor

### Motion

Passive Infrared Motion Detection

### Connectivity

Embedded Cellular LTE Connection

Cellular service provider depends on area

### Production

Designed & manufactured in the U.S.

### Night Vision

850nm Custom IR Array

### Cloud Storage

30 days storage (Amazon Web Services)

Accessible via secure website

Images can be downloaded and stored by department

## CAMERA PERFORMANCE

### Traffic

NCIC and Custom Alert Notifications

- Average of 10-15 seconds

Includes time, location, plate, and vehicle image

Includes state specific alerts based on image

### Power Source

100-240 VAC <1 amp

60 W Solar

11-14 Volt

### Processing Power

1.4GHz

64-bit quad-core CPU

### Image Capture

20-90 ft from vehicles

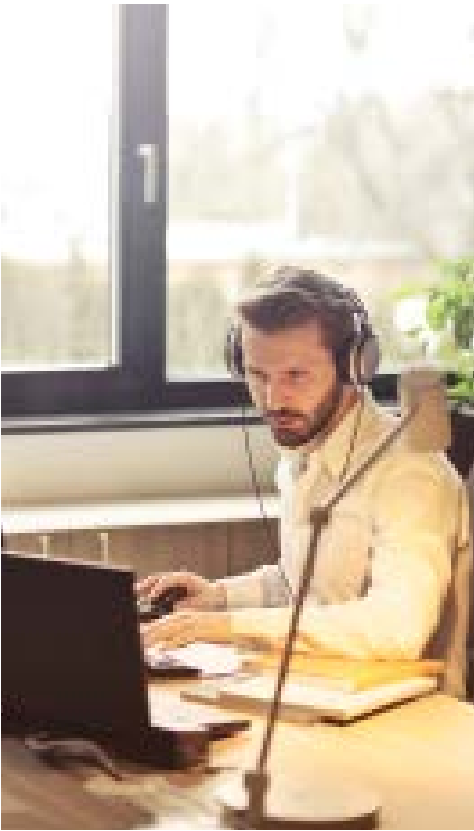
Up to 2 lanes of traffic per camera

Date and time with camera location

Plate (state, partial, paper, and none)

Vehicle details (Make, type, and color)





# Training, Ongoing Support & Timeline

New customers will first get connected with their dedicated Onboarding Specialist who will spearhead the installation project to completion. Once cameras are successfully capturing footage, customers get introduced to their dedicated Market Manager. This person serves as the main point of reference for all things Flock Safety (training, setup questions, etc). In addition, the Flock Safety Support team monitors the **support@flocksafety.com** inbox Monday through Friday, 8:00 AM to 5:00 PM EST.

## SAFETY-AS-A-SERVICE

- Regular software updates at no additional cost
- Camera maintenance is included in the subscription
- Unlimited users for hotlist integration and alerts, and camera

## INSTALLATION & CAMERA LOCATIONS

The average installation is to 6-8 weeks. Camera locations and installation timing is coordinated by the Flock Safety Customer Support team.

**City intersection**  
Solar & existing pole



**Entrance to Hotel**  
Solar & Flock 14 foot pole



**City Foot Traffic Street**  
Electric & existing pole



# wing

The Wing™  
integration



## Transform your cameras into cameras that see like a detective.

The Flock Safety Wing integration is for law enforcement agencies who want to transform existing cameras into cameras that see like a detective. Unlike buying new hardware, you can upgrade your existing cameras with the power of Flock Safety's Vehicle Fingerprint™ technology.

### Detectives are key to solving crime

They see things differently, pick up on clues, and identify leads. They might notice that a suspect vehicle had a roof rack, tinted windows, a trailer hitch, bumper stickers, step boards, aftermarket wheels, etc. Those details can unlock an investigation and solve crime.

### Cities already have 100s or 1000s of cameras

For years, cameras have promised a safer future. But who has the resources to scroll through hours and hours of footage? Even if you do have time, how can you be sure that you'll catch all the unique features of a suspect vehicle? When every second matters, you need to find the single frame that gives an investigator a lead.



Learn how your agency can take advantage of the Wing integration.

[flocksafety.com/police](https://flocksafety.com/police)

flock safety



# Solve more crime by putting Flock Safety software on your IP cameras.



Black Chevy truck

Day Footage



Nissan car  
Lic: 7VYB613

Night Footage

## Filter hours of footage to find actionable evidence

Leverage Flock Safety's patented Vehicle Fingerprint technology on your 3rd party camera and use machine vision to find your suspect vehicle. Think:

- Vehicle make, type, color
- License plate (full, partial, missing)
- Temporary tags and state of plate



Let's get started today. Transform your cameras into cameras that see like a detective.

flock safety

[flocksafety.com/police](https://flocksafety.com/police)

# Is the Wing integration right for my cameras?

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The Wing integration is compatible with all Axis ® cameras and a variety of other IP cameras. If your cameras meet the requirements listed here, the Wing integration is right for you.

## Axis ® Camera Requirements

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- ✓ Camera can talk outbound to the cloud (over 80/443)
- ✓ Camera contains an SD card (>1GB)
- ✓ Camera produces clear footage

## Other IP Camera Requirements

---

- ✓ Real-Time Streaming Protocol (RTSP) is secure and publicly available
- ✓ Camera has stable bandwidth, either wired wireless, excluding 4G

**Still not sure? Speak with a Wing  
integration specialist to learn more.**

## Pricing

---

\$79/camera per month  
+  
base implementation fee\*

\* $\leq 15$  licenses = \$1500 +  
\$75 implementation fee per  
each additional license

📞 Call Us  
**866-522-8863**

✉ Email Us  
**[police@flocksafety.com](mailto:police@flocksafety.com)**

💻 Learn More  
**[flocksafety.com/police](https://flocksafety.com/police)**



Subscription Details	Price	QTY	Subtotal
<b>1 Year Warranty</b>			
Annual Subscription Price per year	\$2,500.00	17	\$42,500.00
Automatic License Plate Reader (ALPR) Solar or DC Power 1 Year Maintenance Warranty	\$0.00	17	\$0.00
Hosting & Analytics Cloud Hosting Unlimited User Licenses Hotlist Integration & Alerts Neighborhood Camera Integration Ongoing Software Enhancements	\$0.00	17	\$0.00
Implementation Camera Setup Shipping & Handling	\$0.00	17	\$0.00
Other Cellular Mounting Equipment	\$0.00	17	\$0.00

**Total    \$42,500.00**

Special terms:

- none



## LEGISLATIVE MEMORANDUM

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

**FROM:** Suzanne Sherman, City Manager

**THRU:** Larry Wojciechowski, Finance Director

**DATE:** 8/19/2021

**RE:** Acknowledgement of the City's monthly financial report for June 2021.

Attached for your information is the monthly financial report which provides an overview of the City's financial activities for June 2021. June is the ninth month of the fiscal year and represents 75% of the annual budget year.

Citywide cash and investments increased by \$86.8 million or 48.4% in comparison to the prior year. This is primarily due to the receipt of the proceeds from the General Obligation Bonds, Series 2021. The city also received \$9 million in revenue because of the American Rescue Plan Act (ARPA) in June. This also contributed to the increase in Citywide revenues.

The General Fund is the City's primary operating fund. General Fund revenues received through June were \$63.0 million and are 76.6% of the annual budget. General Fund expenditures through the end of June were \$55.8 million and are 67.9% of the annual budget. General Fund total cash & investments on June 30, 2021 was \$31.2 million, which is \$5.0 million or 19.2 % higher than one year ago.

General Fund revenues collected through June 30, 2021, overall were 6.6% higher than the revenues collected during the same period last year. The overall increase was mainly attributable to an increase in revenue collections from Ad Valorem Taxes compared to the same period last year.

General Fund expenditures through June 30, 2021, overall were 4.9% higher than expenditures incurred during the same period last year. Pages 14 through 16 provide a summary of all funds' budget, revenues and expenditures posted for June 30, 2021.

**REQUESTING DEPARTMENT:**

Finance

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

Motion to acknowledge receipt of the June 2021 Financial Report.

**ATTACHMENTS:**

**Description**

June 2021 Financial Report



# MONTHLY FINANCIAL REPORT (UNAUDITED)

## JUNE 2021

### City of Palm Bay, Florida

#### Report Summary



<b>Financial Report Summary</b>	Page 1
<b>General Fund</b>	
➤ Year-to-Date Revenue	Page 2
➤ Year-to-Date Expenditures	Page 3
➤ Cash & Investments	Page 4
➤ Operating Statement & Change in Fund Balance	Page 5
➤ Fund Balance History	Page 6
<b>Impact Fee Funds</b>	
➤ Cash & Investments	Page 7
➤ Fund Equity	Page 8
<b>Utilities Fund</b>	
➤ Cash & Investments	Page 9
<b>Stormwater Fund</b>	
➤ Cash & Fund Equity	Page 10
<b>Building Fund</b>	
➤ Cash & Fund Equity	Page 11
<b>General Obligation Road Program Funds</b>	
➤ Cash & Fund Equity	Page 12
<b>Financial Activity by Fund</b>	
➤ General Fund, Special Revenue Funds, and Impact Fee Funds	Page 14
➤ Debt Service Funds and Capital Projects Funds	Page 15
➤ Enterprise Funds and Internal Service Funds	Page 16

## MONTHLY FINANCIAL REPORT (UNAUDITED)

JUNE 2021

CITY OF PALM BAY, FLORIDA



The City of Palm Bay, Florida's (the "City") monthly financial report presents an overview and analysis of the City's financial activities during the month of June 2021. June is the ninth month of the fiscal year and represents 75% of the annual budget.

### Financial Report Summary

- Citywide revenues<sup>1</sup> of \$245.1 million are at 60.3% of the annual budget. Citywide expenditures<sup>1</sup> of \$153.4 million are at 37.7% of the annual budget. Traditionally revenue collections are two months in arrears. For this reason, certain revenues for grants and other governmental resources are accrued at year end to reflect the period in which it represents.
- Citywide cash and investments increased by \$86.8 million, or 48.4%, in comparison to the prior year.
- Most of the increased citywide revenues were a result of \$56 million in proceeds received from the General Obligation Bonds, Series 2021. The City also received \$9 million in revenue as a result of the American Rescue Plan Act (ARPA) in June.

Citywide - Cash & Investments <sup>1</sup>		Citywide - Revenues <sup>1</sup>		Citywide - Expenditures <sup>1</sup>	
6/30/2021	\$ 266,061,875.54	6/30/2021	\$ 245,134,264.81	6/30/2021	\$ 153,385,923.49
6/30/2020	179,233,507.74	6/30/2020	210,698,545.62	6/30/2020	144,294,973.84
<b>Increase</b>	<b>48.4% \$ 86,828,367.80</b>	<b>Increase</b>	<b>16.3% \$ 34,435,719.19</b>	<b>Increase</b>	<b>6.3% \$ 9,090,949.65</b>

<sup>1</sup> Not including Cash, Revenues, or Expenditures from PB Municipal Foundation.

- General Fund revenues of \$63.0 million are at 76.6% of the annual budget. This is an increase of \$3.9 million, or 6.6%, in comparison to the prior year.
- General Fund expenditures of \$55.8 million are at 67.9% of the annual budget. This is an increase of \$2.6 million, or 4.9%, in comparison to the prior year.
- General Fund cash and investments increased by \$5.0 million, or 19.2%, in comparison to the prior year. Of this increased General Fund cash, \$800,000 is reserved.

General Fund - Cash & Investments		General Fund - Revenues		General Fund - Expenditures	
6/30/2021	\$ 31,243,347.17	6/30/2021	\$ 63,020,438.99	6/30/2021	\$ 55,814,333.21
6/30/2020	26,220,094.00	6/30/2020	59,141,546.21	6/30/2020	53,230,955.16
<b>Increase</b>	<b>19.2% \$ 5,023,253.17</b>	<b>Increase</b>	<b>6.6% \$ 3,878,892.78</b>	<b>Increase</b>	<b>4.9% \$ 2,583,378.05</b>

The General Fund is the City's primary operating fund and is used to account for all resources except those that are required to be accounted for in another fund.

*This report contains unaudited information. If you have any questions or comments on the financial reports, please contact Larry Wojciechowski, Finance Director or Ruth Chapman, Assistant Finance Director.*

City Website: <http://www.palmbayflorida.org/>  
Finance Website: [www.palmbayflorida.org/finance](http://www.palmbayflorida.org/finance)

**MONTHLY FINANCIAL REPORT (UNAUDITED)****JUNE 2021**

CITY OF PALM BAY, FLORIDA

**General Fund (GF) Revenues - Summary**

➤ **FY 2021 YTD Revenue Variance**  
As Compared to Prior Year

	<b>Prior YTD</b>	<b>Current YTD</b>	<b>% Variance</b>	<b>Annual Budget</b>
Ad Valorem Taxes	\$ 33,624,531	\$ 35,609,052	5.9%	\$ 35,353,784
Local Option Fuel Tax	2,375,141	2,457,544	3.5%	3,842,728
Utility Service Taxes	5,269,057	5,613,488	6.5%	8,920,500
Communication Service Tax	1,528,128	1,490,388	-2.5%	2,454,678
Franchise Fees	3,045,667	3,159,419	3.7%	5,936,200
State Shared Revenues (1)	2,191,943	2,413,602	10.1%	4,403,034
Half Cent Sales Tax (2)	3,832,292	4,294,196	12.1%	6,511,107
Licenses and Permits	607,496	635,178	4.6%	692,810
Grants and Other Entitlements	887,073	922,035	3.9%	649,486
Charges for Services (3)	3,289,260	4,180,028	27.1%	5,075,376
Fines and Forfeitures (4)	294,606	385,816	31.0%	437,600
Interest, Rents & Other Revenues	504,001	512,690	1.7%	1,206,817
Interfund Transfers & Other Sources (5)	1,692,352	1,347,003	-20.4%	1,784,529
Fund Balance	-	-	0.0%	4,957,682
	<b>\$ 59,141,546</b>	<b>\$ 63,020,439</b>	<b>6.6%</b>	<b>\$ 82,226,331</b>

(1) Increase primarily due to higher year-to-date collections of State Revenue Sharing in FY21.

(2) Increase primarily due to higher year-to-date collections of Half Cent Sales Tax in FY21.

(3) Increase primarily due to higher year-to-date General Government and Right of Way fees, and new budgeted allocation from Fleet Fund to General Fund in FY21.

(4) Increase primarily due to higher year-to-date collections of Investigative Cost Recovery and Code Compliance Fines in FY21.

(5) Decrease primarily due to lower year-to-date interfund transfers and sale proceeds received in General Fund in FY21.



**MONTHLY FINANCIAL REPORT (UNAUDITED)****JUNE 2021**

CITY OF PALM BAY, FLORIDA

**General Fund (GF) Expenditures - Summary**

➤ **FY 2021 YTD Expenditure Variance**  
As Compared to Prior Year

	Prior YTD	Current YTD	% Variance	Annual Budget
Legislative	\$ 632,850	\$ 598,699	-5.4%	\$ 922,364
City Manager (1)	694,620	347,896	-49.9%	570,497
City Attorney (2)	260,198	221,191	-15.0%	521,928
Procurement	409,477	441,419	7.8%	663,138
Finance	1,225,415	1,182,271	-3.5%	1,743,697
Information Technology	1,688,993	1,847,078	9.4%	3,395,931
Human Resources	471,181	431,904	-8.3%	617,124
Growth Management	1,108,620	1,181,674	6.6%	1,805,634
Economic Development (3)	287,554	734,082	155.3%	1,320,129
Parks and Recreation	3,193,472	3,429,472	7.4%	6,020,967
Facilities	1,909,173	1,879,767	-1.5%	2,737,393
Police	15,833,510	15,646,577	-1.2%	23,272,316
Fire	11,737,128	12,160,751	3.6%	16,471,384
Public Works	4,018,934	4,247,567	5.7%	7,478,221
Non-Departmental	3,905,649	3,870,248	-0.9%	5,147,546
Transfers (4)	5,854,182	7,593,737	29.7%	9,538,062
	<b>\$ 53,230,955</b>	<b>\$ 55,814,333</b>	<b>4.9%</b>	<b>\$ 82,226,331</b>

(1) Decrease primarily due to Public Information Division moved from City Manager's Office as of October 2020.

(2) Decrease primarily due to lower year-to-date Other Attorney Costs.

(3) Increase primarily due to higher year-to-date personnel costs because of Housing and Communications Divisions added in FY21.

(4) Increase primarily due to higher year-to-date transfers to CIP, Fleet Services, and the Road Maintenance Funds.

	YTD Actual	YTD Budget	Annual Budget	% Spent
Debt Service	\$ 4,662,304.70	\$ 4,805,785	\$ 6,407,713	72.8%
Personnel	38,567,185.00	41,081,713	54,775,617	70.4%
Operating	8,928,533.07	11,671,864	15,562,485	57.4%
Capital	724,877.90	1,762,625	2,350,167	30.8%
Contributions	-	-	-	0.0%
Transfers	2,931,432.54	2,347,762	3,130,349	93.6%
Reserves	-	-	-	0.0%
	<b>\$ 55,814,333.21</b>	<b>\$ 61,669,748</b>	<b>\$ 82,226,331</b>	<b>67.9%</b>

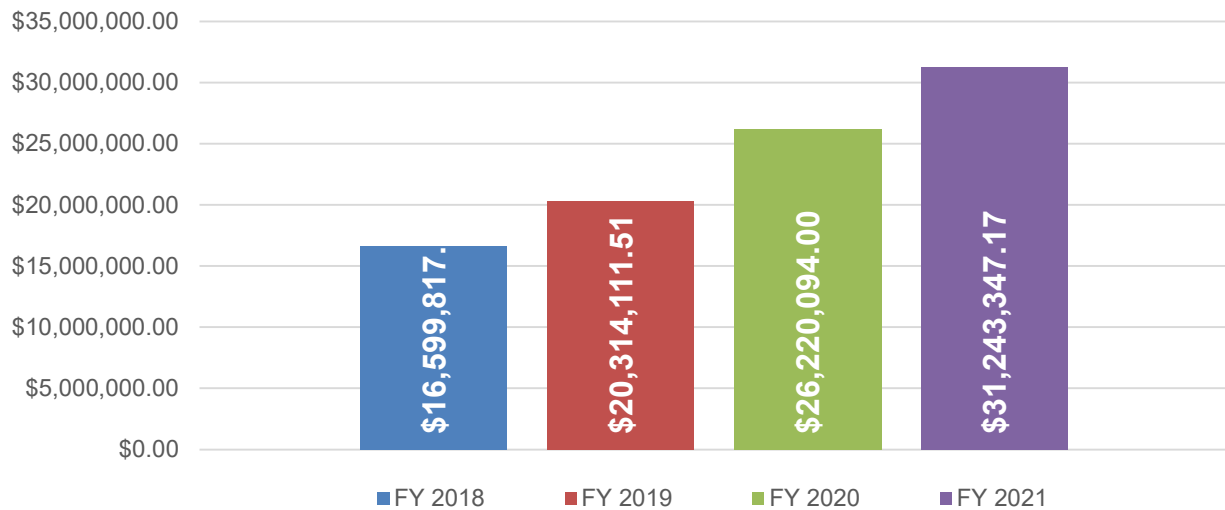
The total budgeted expenditures for 2021 are \$82,226,331 (including encumbrances from prior year and budget amendments). Of this amount, \$54,775,617, or 66.6%, is related to personnel costs.

**MONTHLY FINANCIAL REPORT (UNAUDITED)****JUNE 2021**

CITY OF PALM BAY, FLORIDA

**General Fund (GF) Cash & Investments - Summary**

## ➤ Year-to-Date (YTD) Cash &amp; Investments Comparisons



General Fund Cash & Investments		General Fund Cash & Investments	
Prior Month Ending Balance	\$ 32,509,548.17	June 2021 Ending Balance	\$ 31,243,347.17
Cash Increase (Decrease)	(1,266,201.00)	Cash Advanced to Other Funds:	
		CDBG Funds 112 & 126	(141,501.87)
Ending Balance 6/30/2021	\$ 31,243,347.17	Total Available Cash & Investments	\$ 31,101,845.30

**MONTHLY FINANCIAL REPORT (UNAUDITED)****JUNE 2021**

CITY OF PALM BAY, FLORIDA

**General Fund (GF) Balance - Summary**

**CITY OF PALM BAY, FLORIDA**  
**OPERATING STATEMENT AND CHANGES IN FUND BALANCES**  
**GENERAL FUND**  
 For the Month Ended June 30, 2021

	Prior YTD	Current YTD
<b><u>REVENUES</u></b>		
Ad Valorem Taxes	\$ 33,624,531	\$ 35,609,052
Local Option Fuel Tax	2,375,141	2,457,544
Utility Service Taxes	5,269,057	5,613,488
Communication Service Tax	1,528,128	1,490,388
Franchise Fees	3,045,667	3,159,419
State Shared Revenues	2,191,943	2,413,602
Half Cent Sales Tax	3,832,292	4,294,196
Licenses and Permits	607,496	635,178
Grants and Other Entitlements	887,073	922,035
Charges for Services	3,289,260	4,180,028
Fines and Forfeitures	294,606	385,816
Interest, Rents and Other Revenues	504,001	512,690
Interfund Transfers and Other Sources	1,692,352	1,347,003
<b>Total Revenues</b>	<b>59,141,546</b>	<b>63,020,439</b>
<b><u>EXPENDITURES</u></b>		
Legislative	632,850	598,699
City Manager	694,620	347,896
City Attorney	260,198	221,191
Procurement	409,477	441,419
Finance	1,225,415	1,182,271
Information Technology	1,688,993	1,847,078
Human Resources	471,181	431,904
Growth Management	1,108,620	1,181,674
Economic Development	287,554	734,082
Parks and Recreation	3,193,472	3,429,472
Facilities	1,909,173	1,879,767
Police	15,833,510	15,646,577
Fire	11,737,128	12,160,751
Public Works	4,018,934	4,247,567
Non-Departmental	3,905,649	3,870,248
Transfers	5,854,182	7,593,737
<b>Total Expenditures</b>	<b>53,230,955</b>	<b>55,814,333</b>
<b>Excess (Deficiency) of Revenues Over Expenditures</b>	<b>5,910,591</b>	<b>7,206,106</b>
<b>Fund Balance - Beginning</b>	<b>19,098,786</b>	<b>24,540,027</b>
<b>Fund Balance - Ending</b>	<b>\$ 25,009,378</b>	<b>31,746,133</b>

**MONTHLY FINANCIAL REPORT (UNAUDITED)****JUNE 2021**

CITY OF PALM BAY, FLORIDA

**General Fund (GF) Balance - Summary**

The minimum General Fund unrestricted fund balance, as established by Resolution 2021-03, is two months of regular budgetary General Fund operating expenditures. The following is a history of the City's General Fund unrestricted fund balance.

General Fund Balance - History			
	Minimum <u>Required</u>	Unrestricted <u>Fund Balance</u>	Fund Balance <u>Percentage</u>
FY 2020	\$ 6,758,163	\$ 20,521,877	30.4%
FY 2019	6,784,007	18,205,817	26.8%
FY 2018	6,478,266	14,940,492	23.1%
FY 2017	6,107,113	8,610,875	14.1%
FY 2016	5,594,175	9,135,580	16.3%
FY 2015	5,311,438	8,236,016	15.5%

# MONTHLY FINANCIAL REPORT (UNAUDITED)

JUNE 2021

CITY OF PALM BAY, FLORIDA

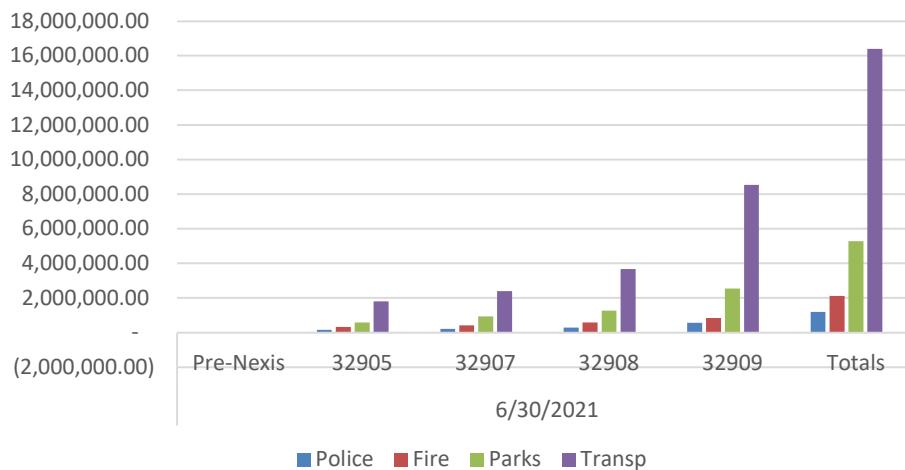


## Impact Fees by Nexus Zone - Cash & Investments – Summary\*

		Zone 1	Zone 2	Zone 3	Zone 4	
	Pre-Nexis	32905	32907	32908	32909	Totals
Police	-	145,630.37	211,061.63	282,088.12	552,073.38	1,190,853.50
Fire	-	317,413.26	404,840.07	567,626.54	826,856.49	2,116,736.36
Parks	0.03	565,602.80	919,203.41	1,254,747.36	2,530,092.53	5,269,646.13
Transp	(0.45)	1,791,517.86	2,396,442.63	3,662,703.13	8,538,589.57	16,389,252.74
Totals	(0.42)	2,820,164.29	3,931,547.74	5,767,165.15	12,447,611.97	24,966,488.73

\*Not including Transportation Impact Fees Zone 32909 amount of \$893,815.28 Special Purpose Deposits / Bayside Estates or \$71,824.50 segregated amount per I.L.A. with Brevard County.

## Impact Fees Cash & Investments



# MONTHLY FINANCIAL REPORT (UNAUDITED)

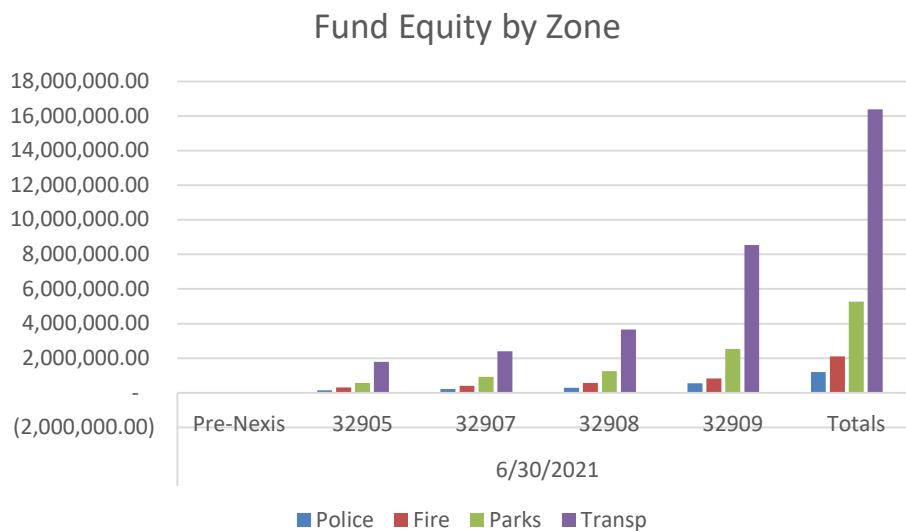
JUNE 2021

CITY OF PALM BAY, FLORIDA



## Impact Fees by Nexus Zone – Fund Balance - Summary

	Pre-Nexis	32905	32907	32908	32909	Totals
Police	-	145,630.37	210,984.74	282,011.23	551,765.86	1,190,392.20
Fire	-	317,413.26	404,840.07	567,626.54	821,431.34	2,111,311.21
Parks	0.03	565,602.80	917,974.61	1,254,747.36	2,530,092.53	5,268,417.33
Transp	(0.45)	1,791,517.86	2,396,442.63	3,662,703.13	8,539,719.47	16,390,382.64
Totals	(0.42)	2,820,164.29	3,930,242.05	5,767,088.26	12,443,009.20	24,960,503.38



# MONTHLY FINANCIAL REPORT (UNAUDITED)

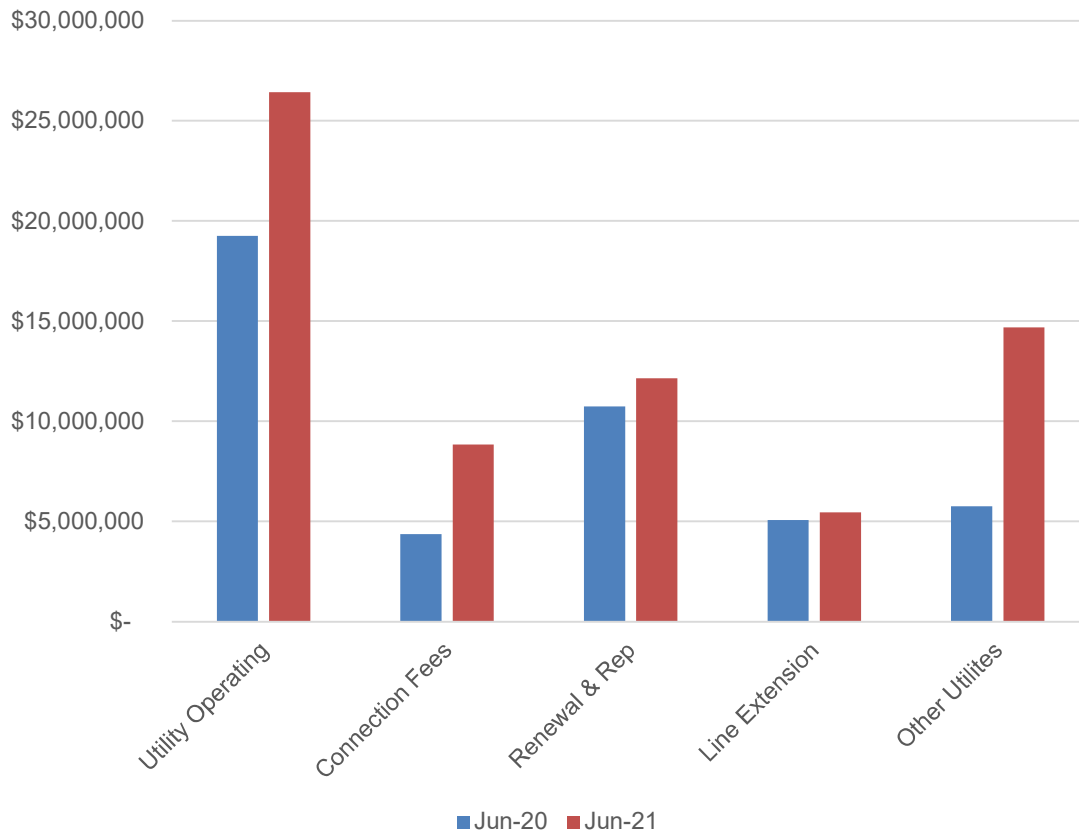
JUNE 2021

CITY OF PALM BAY, FLORIDA



## Utilities Fund Cash & Investments - Summary

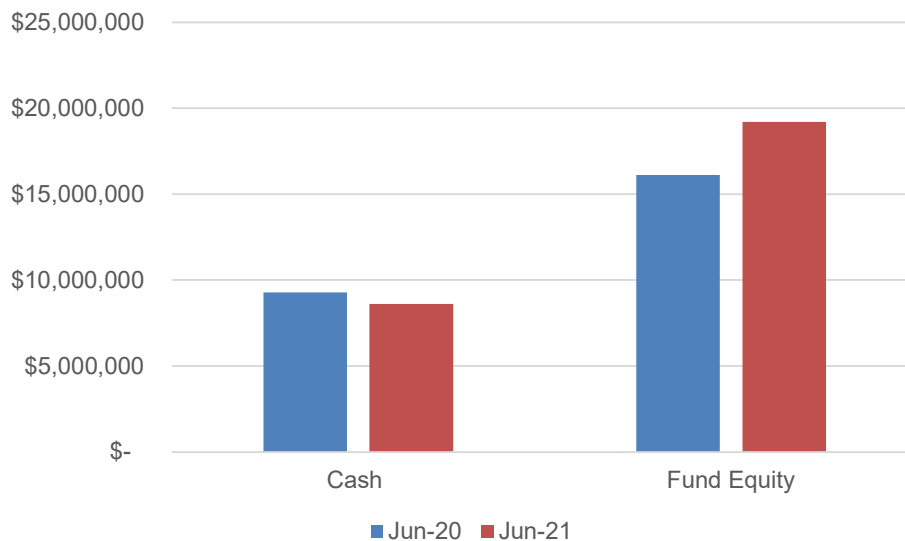
Year-to-Date (YTD) Comparison: Water & Sewer



Overall, the Water & Sewer Funds cash and investments were \$22.34 million, or 49.4%, more as of June 2021 as compared to June 2020.

### Stormwater Fund Cash & Equity - Summary

➤ Year-to-Date (YTD) Cash & Fund Equity



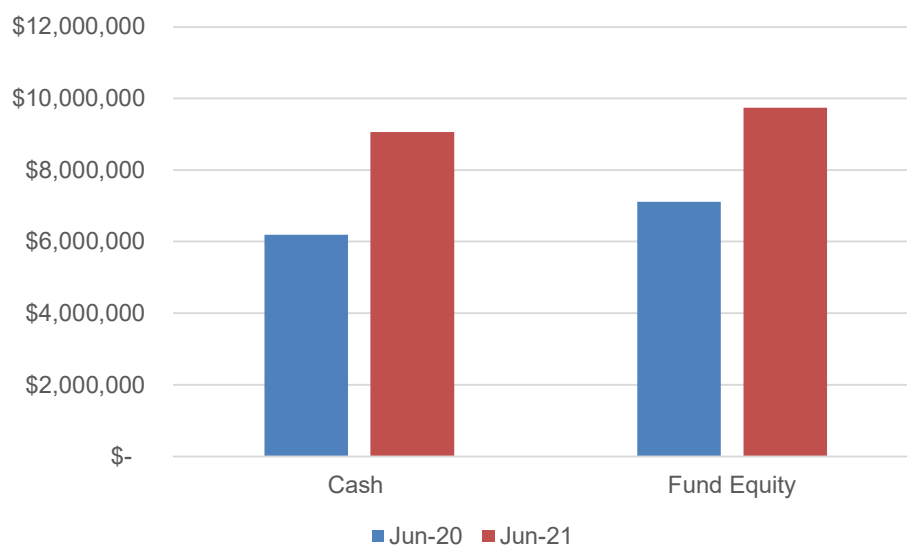
Overall, the Stormwater cash and investments were \$665,730, or 7.2%, less as of June 2021 as compared to June 2020.

Overall, the Stormwater fund equity was \$3,093,148, or 19.2%, more as of June 2021 as compared to June 2020.



### Building Fund Cash & Equity - Summary

➤ Year-to-Date (YTD) Cash & Fund Equity



Overall, the Building cash and investments were \$2,865,048, or 46.3%, more as of June 2021 as compared to June 2020.

Overall, the Building fund equity was \$2,624,431, or 36.9%, more as of June 2021 as compared to June 2020.

# MONTHLY FINANCIAL REPORT (UNAUDITED)

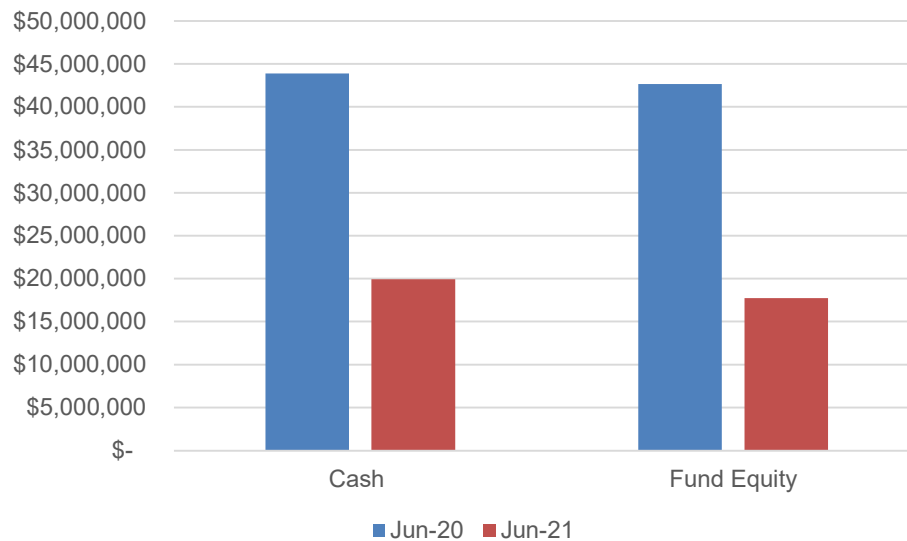
JUNE 2021

CITY OF PALM BAY, FLORIDA



## General Obligation Road Program Fund Cash & Equity - Summary

### ➤ Year-to-Date (YTD) Cash & Fund Equity



The 2019 General Obligation Road Program cash and investment balance was \$19,949,941 as of June 2021, or 54.5% less than June 2020.

The 2019 G.O. Road Program Fund equity was at \$17,724,779 as of June 2021, or 58.5% less than at June 2020.

# MONTHLY FINANCIAL REPORT (UNAUDITED)

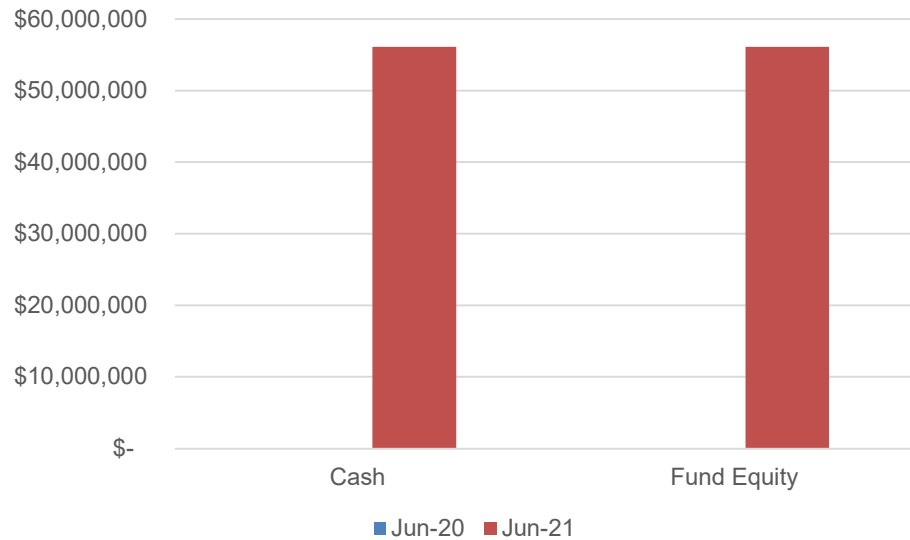
JUNE 2021

CITY OF PALM BAY, FLORIDA



## General Obligation Road Program Fund Cash & Equity - Summary

### ➤ Year-to-Date (YTD) Cash & Fund Equity



The 2021 General Obligation Road Program cash and investment balance was \$56,124,182 as of June 2021, and was zero at June 2020.

The 2021 G.O. Road Program Fund equity was \$56,124,182 as of June 2021, and did not exist at June 2020.

# MONTHLY FINANCIAL REPORT (UNAUDITED)

JUNE 2021

CITY OF PALM BAY, FLORIDA



## Unaudited Financial Activity - All Funds

City of Palm Bay, Florida

As of June 30, 2021

75% of fiscal year completed

		Budget		Revenues		Expenditures	
Fund #	Description	Original Budget	Revised Budget	Current Year to Date	Percent of Revised	Current Year to Date	Percent of Revised
General Fund							
001	General Fund	\$75,291,296	\$82,226,331	\$63,020,439	76.6%	\$55,814,333	67.9%
Special Revenue Funds							
101	Law Enforcement Trust Fund	5,000	73,034	9,231	12.6%	97,737	133.8%
103	Palm Bay Municipal Foundation	30,000	30,000	266	0.9%	242	0.8%
105	Code Nuisance Fund	239,000	239,000	245,535	102.7%	198,659	83.1%
111	State Housing Grant Fund	4,500	741,433	69,868	9.4%	474,292	64.0%
112	Comm Devel Block Grant Fund	155,745	803,521	577,163	71.8%	355,092	44.2%
114	Home Invest Grant Fund	20,395	189,248	108,808	57.5%	60,000	31.7%
123	NSP Program Fund	0	7,072	125,276	1771.4%	3,025	42.8%
124	Coronavirus Relief Tr. Fund	0	233,094	225,515	96.7%	349,969	150.1%
126	CDBG Coronavirus Fund	0	0	0	0.0%	20,242	0.0%
127	Voluntary Home Buyout Fund	0	2,736,719	0	0.0%	-	0.0%
128	ARPA Fund	0	0	9,005,448	0.0%	-	0.0%
131	Donations Fund	0	280	14,737	5263.0%	6,793	2426.1%
161	Environmental Fee Fund	72,000	72,000	124,306	172.6%	-	0.0%
181	Bayfront Comm Redev Fund	1,410,370	1,471,801	1,468,729	99.8%	429,025	29.1%
Impact Fee Funds							
180	Police Impact Fees - 32905	25,000	25,000	120,050	480.2%	58	0.2%
183	Police Impact Fees - 32907	30,000	82,541	145,787	176.6%	3,044	3.7%
184	Police Impact Fees - 32908	40,000	92,541	182,541	197.3%	3,116	3.4%
186	Police Impact Fees - 32909	60,000	270,164	326,040	120.7%	12,019	4.4%
187	Fire Impact Fees - 32905	80,400	86,651	189,528	218.7%	644	0.7%
188	Fire Impact Fees - 32907	60,700	69,094	227,139	328.7%	723	1.0%
189	Fire Impact Fees - 32908	60,800	60,800	284,430	467.8%	462	0.8%
190	Fire Impact Fees - 32909	141,600	504,252	507,380	100.6%	102,996	20.4%
191	Parks Impact Fees - 32905	180,400	347,838	343,475	98.7%	365	0.1%
192	Parks Impact Fees - 32907	182,500	992,698	466,958	47.0%	35,300	3.6%
193	Parks Impact Fees - 32908	163,000	625,637	599,695	95.9%	891	0.1%
194	Parks Impact Fees - 32909	507,000	507,000	1,058,741	208.8%	1,820	0.4%
196	Trans Impact Fees - 32905	112,500	112,500	1,039,309	923.8%	1,162	1.0%
197	Trans Impact Fees - 32907	701,200	1,082,787	1,593,312	147.1%	23,201	2.1%
198	Trans Impact Fees - 32908	703,000	703,000	1,996,324	284.0%	1,814	0.3%
199	Trans Impact Fees - 32909	2,442,000	2,490,548	3,531,508	141.8%	998,546	40.1%

Yellow highlight indicates new fund.

**MONTHLY FINANCIAL REPORT (UNAUDITED)****JUNE 2021**

CITY OF PALM BAY, FLORIDA

**Unaudited Financial Activity - All Funds****City of Palm Bay, Florida****As of June 30, 2021****75% of fiscal year completed**

		Budget		Revenues		Expenditures	
Fund #	Description	Original Budget	Revised Budget	Current Year to Date	Percent of Revised	Current Year to Date	Percent of Revised
Debt Service Funds							
201	Debt Service Fund	539,492	519,995	275,224	52.9%	275,224	52.9%
214	2004 Pension Bond Debt Svc Fd	175,000	175,000	131,291	75.0%	155,000	88.6%
219	2010 PST Revenue Bonds DS Fd	465,005	803,541	0	0.0%	803,542	100.0%
221	2013 Pension Bonds DS Fund	1,488,160	1,488,160	1,113,585	74.8%	810,404	54.5%
222	2014 LOGT Note DS Fd	628,025	628,025	0	0.0%	628,173	100.0%
223	2015 Franchise Fee Note DS Fd	533,595	533,595	397,916	74.6%	526,320	98.6%
224	2015 Sales Tax Bonds DS Fd	831,980	831,980	620,155	74.5%	816,315	98.1%
225	2015 Sales Tax Bonds DS Fd - TIF	231,752	231,752	227,909	98.3%	224,814	97.0%
226	2016 Franchise Fee Note DS Fd	333,746	333,746	248,876	74.6%	316,287	94.8%
227	2018 LOGT Note DS Fd	778,784	778,784	768,325	98.7%	760,128	97.6%
228	2019 GO Bonds DS Fd	3,541,750	3,541,750	3,560,273	100.5%	3,527,750	99.6%
229	2019 Pension Bonds DS Fund	2,211,085	2,211,085	1,657,653	75.0%	1,882,778	85.2%
230	2020 Special Oblig Ref Note	0	4,632,302	4,550,361	0.0%	4,343,329	0.0%
Capital Projects Funds							
301	Community Investment Fund	3,362,000	8,177,277	2,261,559	27.7%	1,590,113	19.4%
306	2015 FF Nt Procds I-95 Intchg Fd	0	197,644	4	0.0%	17,012	8.6%
307	Road Maintenance CIP Fd	1,198,235	1,520,147	752,916	49.5%	23,766	1.6%
308	'18 LOGT Nt Procds-Rd I-95 Fd	0	466,749	462	0.1%	133,102	28.5%
309	'19 GO Bond Proceeds-Road Fd	400,000	48,365,554	34,129	0.1%	11,319,450	23.4%
310	'21 GO Bond Proceeds-Road Fd	0	56,437,163	56,458,633	0.0%	334,451	0.0%

**MONTHLY FINANCIAL REPORT (UNAUDITED)****JUNE 2021**

CITY OF PALM BAY, FLORIDA

**Unaudited Financial Activity - All Funds****City of Palm Bay, Florida****As of June 30, 2021****75% of fiscal year completed**

		Budget		Revenues		Expenditures	
Fund #	Description	Original Budget	Revised Budget	Current Year to Date	Percent of Revised	Current Year to Date	Percent of Revised
Proprietary Funds							
Utility Funds							
421	Utilities Operating Fund	34,451,426	44,585,366	26,515,414	59.5%	21,413,321	48.0%
423	Utility Connection Fee Fund	4,086,427	4,982,885	6,533,925	131.1%	2,810,949	56.4%
424	Utility Renewal / Replace Fd	6,238,478	14,222,738	4,450,575	31.3%	2,787,614	19.6%
425	Main Line Extension Fee Fund	2,152,993	2,871,056	1,352,730	47.1%	1,206,104	42.0%
426	2016 Utility Bond Fund	1,537,860	1,537,860	1,148,602	74.7%	93,005	6.0%
427	2001 Bond Fund	1,961,420	1,961,420	1,437,767	73.3%	0	0.0%
431	USA1 Assessment Fund	221,472	541,472	221,577	40.9%	537,032	99.2%
432	Unit 31 Assessment Fund	360,475	360,475	392,927	109.0%	22,037	6.1%
433	Utility SRF Loan Fund	18,938,800	31,972,953	549,059	1.7%	742,391	2.3%
434	2020 Utility Note Fund	0	12,269,221	562,752	0.0%	2,914,823	0.0%
Other Enterprise Funds							
451	Building Fund	4,323,000	4,968,722	4,973,396	100.1%	2,867,719	57.7%
461	Stormwater Fund	9,981,145	14,735,564	6,207,693	42.1%	5,010,759	34.0%
471	Solid Waste Fund	12,172,887	12,172,876	8,662,036	71.2%	8,145,567	66.9%
Internal Service Funds							
511	Employee Health Insurance Fd	14,106,326	14,109,466	10,399,491	73.7%	8,844,733	62.7%
512	Risk Management Fund	4,683,209	4,699,330	3,738,105	79.5%	2,836,491	60.4%
513	Other Employee Benefits Fd	4,582,696	4,606,643	3,429,554	74.4%	2,659,836	57.7%
521	Fleet Services Fund	4,228,983	7,178,485	3,892,117	54.2%	3,010,253	41.9%



## LEGISLATIVE MEMORANDUM

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

**FROM:** Suzanne Sherman, City Manager

**THRU:** Larry Wojciechowski, Finance Director

**DATE:** 8/19/2021

**RE:** Acknowledgement of Investment Performance Review Report, prepared by PFM Asset Management, LLC, for the quarter ended June 30, 2021.

Attached is the City's PFM Investment Performance Review Report for the Quarter that ended June 30, 2021.

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

The Investment Portfolio's quarterly performance of 0.06% outperformed its benchmark performance of -0.03% by 0.09%. For the year, the Portfolio returned 0.40% compared to 0.08% for the benchmark.

The U.S. Treasury yield curve flattened modestly over the quarter as longer-term yields retraced some of their significant moves higher in Q1. Shorter-term maturities inched higher off rock-bottom lows. Nevertheless, short-term rates (maturities less than two years) remain near historically low levels. Despite the decline in yields on longer-term maturities (greater than seven years) of (0.10% to 0.20%) over the quarter, the curve remains relatively steep.

The strong U.S. economic expansion is expected to persist, aided by vaccine-driven reopening, pent-up consumer demand, and continued fiscal and monetary support. 2021 GDP expectations have been revised upward, with current forecasts pointing to an annualized 6% growth this year. Despite these projections, growing inflationary pressures may force the Federal Reserve's hand when considering tapering its bond purchases and, ultimately, future rate increases. Given balanced risks, we plan to maintain portfolio durations in-line with respective benchmarks as we continue to monitor the economic recovery.

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

**REQUESTING DEPARTMENT:**

Finance

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

Motion to acknowledge receipt of the Investment Performance Review Report for the Quarter that ended June 30, 2021.

**ATTACHMENTS:****Description**

Investment Performance Review Quarter Ended June 2021





## **Investment Performance Review For the Quarter Ended June 30, 2021**

### **Investment Advisors**

### **PFM Asset Management LLC**

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

213 Market Street  
Harrisburg, PA 17101  
717.232.2723  
717.233.6073 fax

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

## **Tab I**

- ◆ Market Update

## **Tab II**

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

## **Tab III**

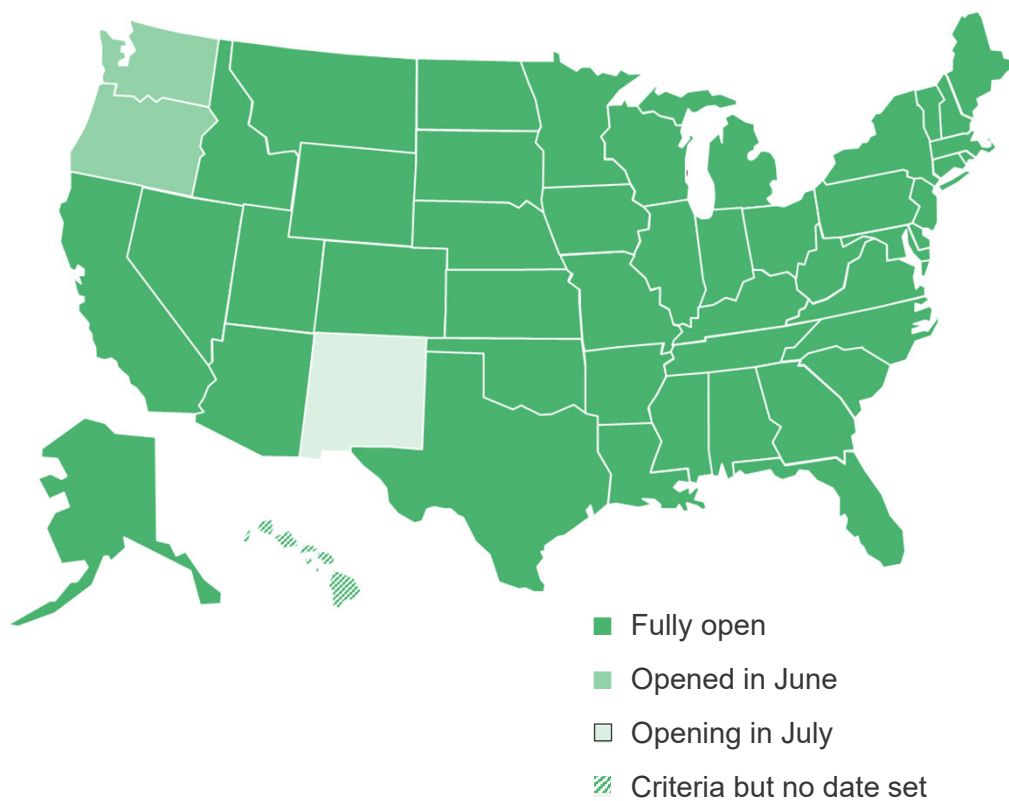
- ◆ Core 1-3 Year Investment Portfolio
- ◆ Short Term Portfolio
- ◆ Important Disclosures

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# Tab I

## Reopening Economy Drives GDP Growth

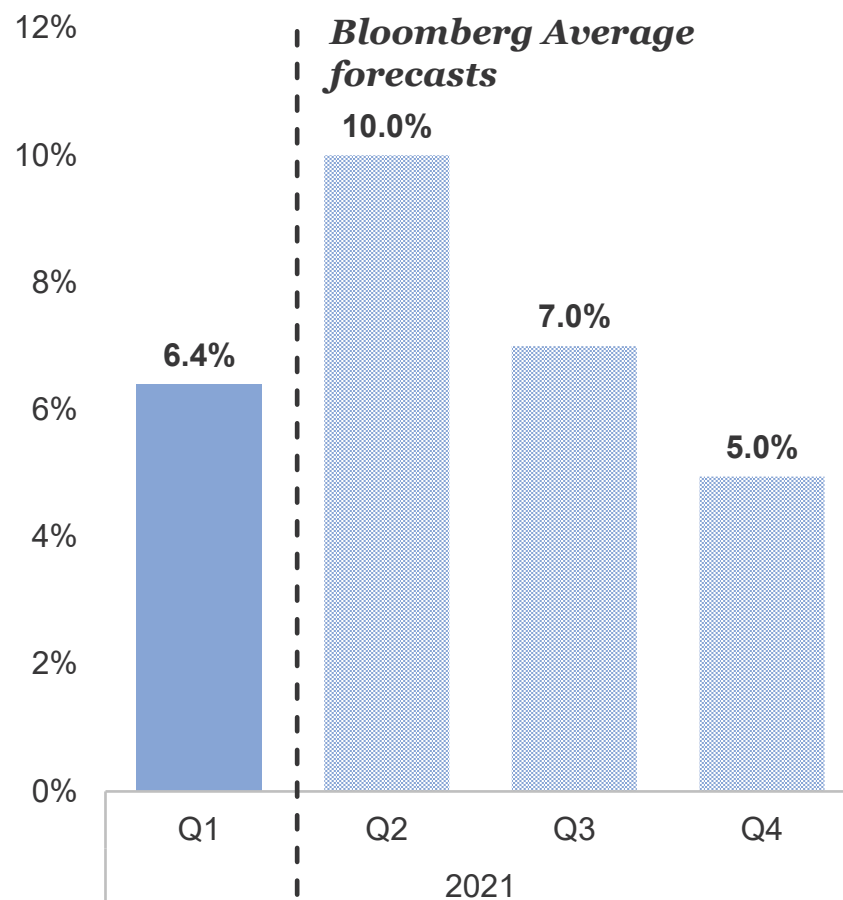
### Reopening Status of U.S. States



### U.S. GDP Forecasts

Annualized Rate

***Bloomberg Average forecasts***



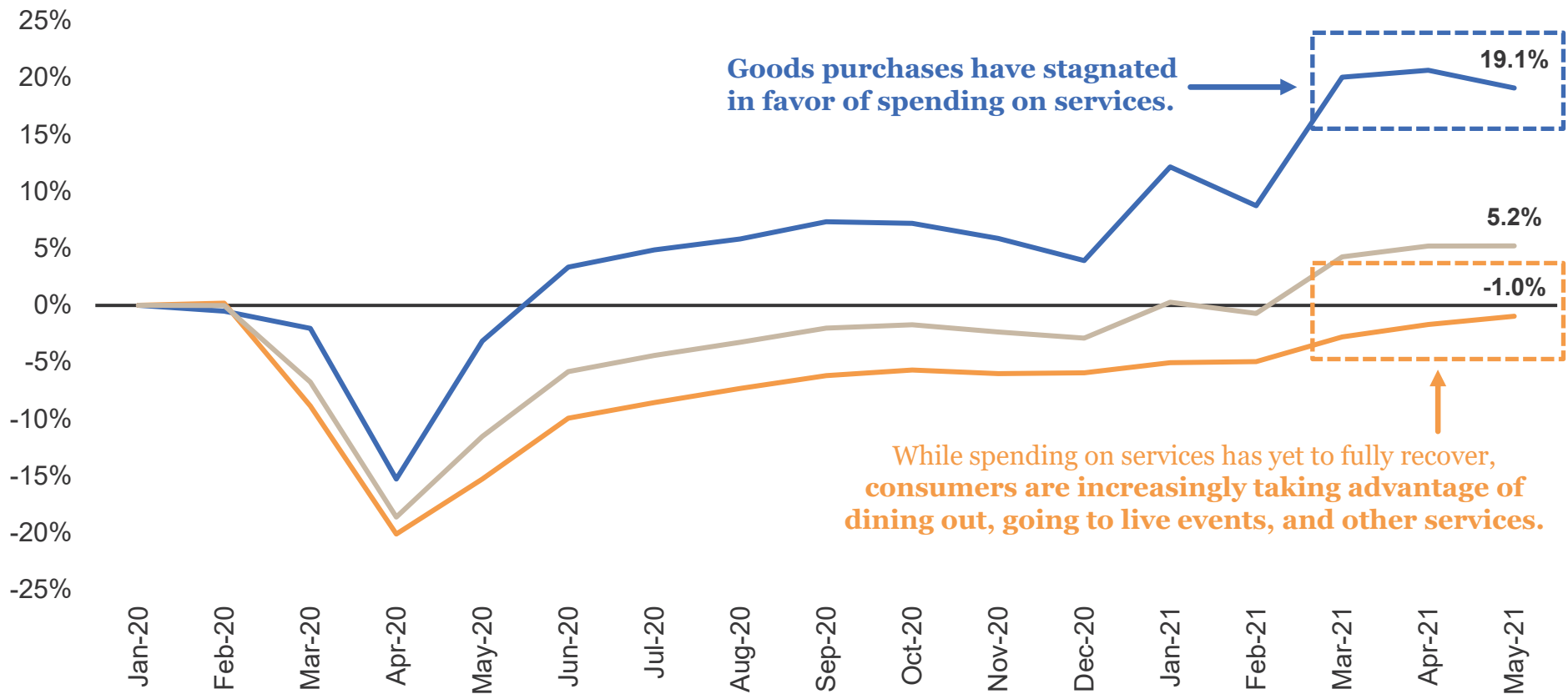
Sources: New York Times (left) and Bloomberg (right), Bureau of Economic Analysis, as of June 30, 2021.

## Consumer Spending Experiencing a Shift to Services

### Personal Consumption Expenditures (MoM)

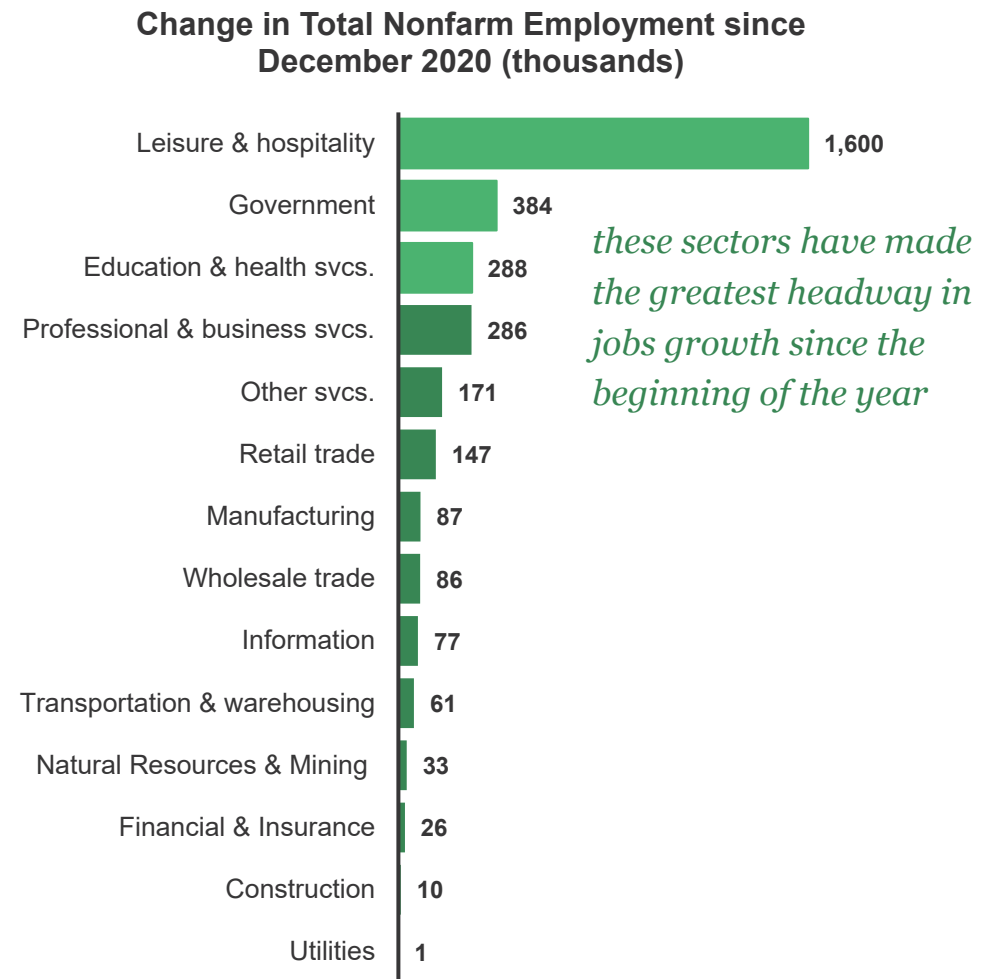
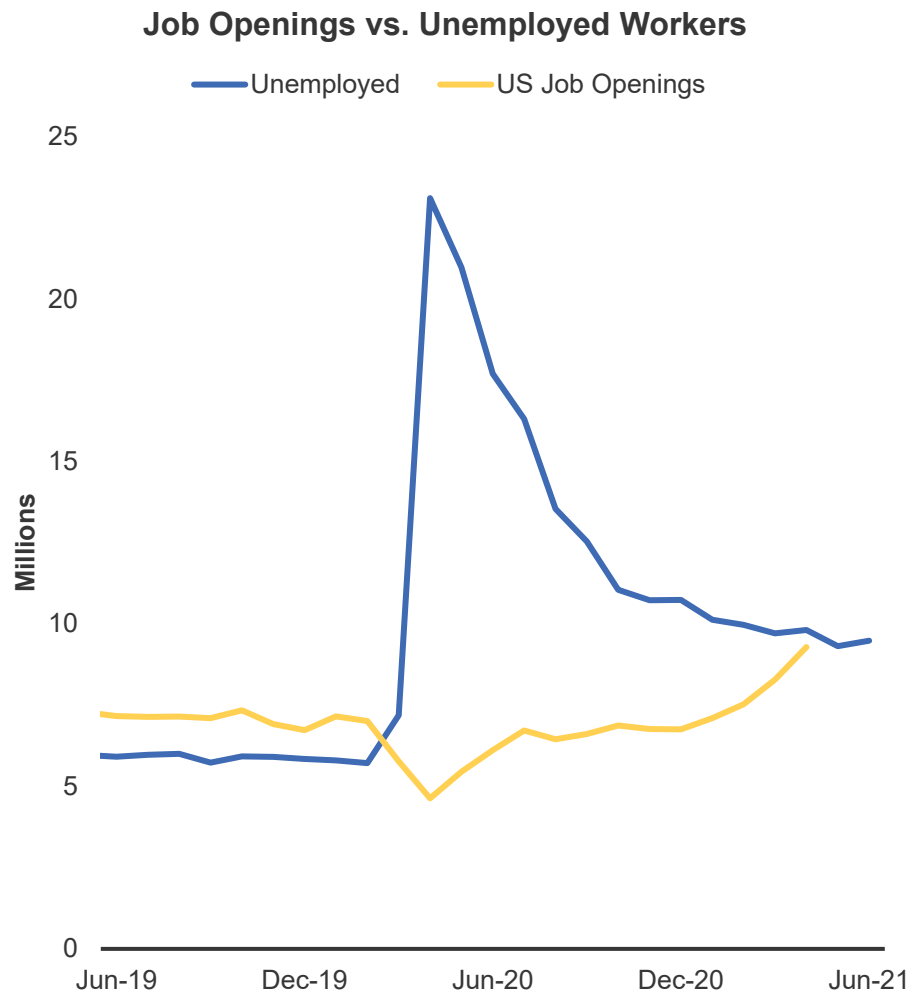
Normalized as of January 31, 2020

— Goods — Services — Total



Source: Bloomberg, Bureau of Economic Analysis, as of June 30, 2021.

## Job Openings Hit Record High; Service Sector Leads Jobs Recovery



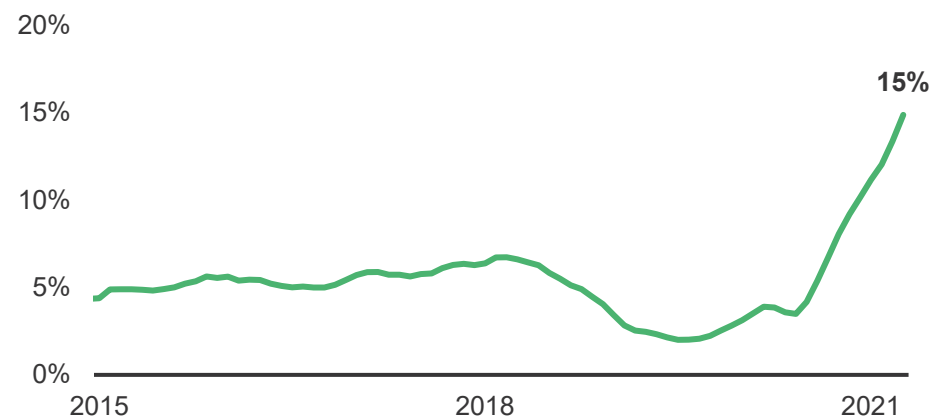
Source: Bloomberg, Bureau of Labor Statistics, as of June 30, 2021.

## Low Mortgage Rates Support Home Price Surge

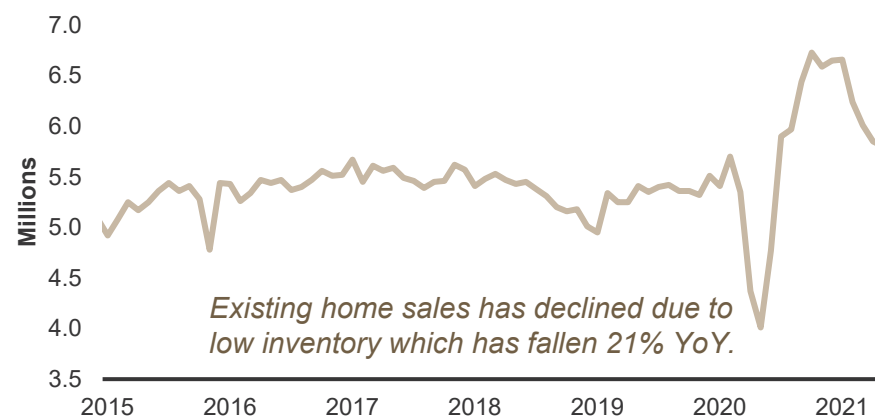
**Freddie Mac US Mortgage 30-Year Commitment Rates**



**Change in National Home Price Index (YoY)**



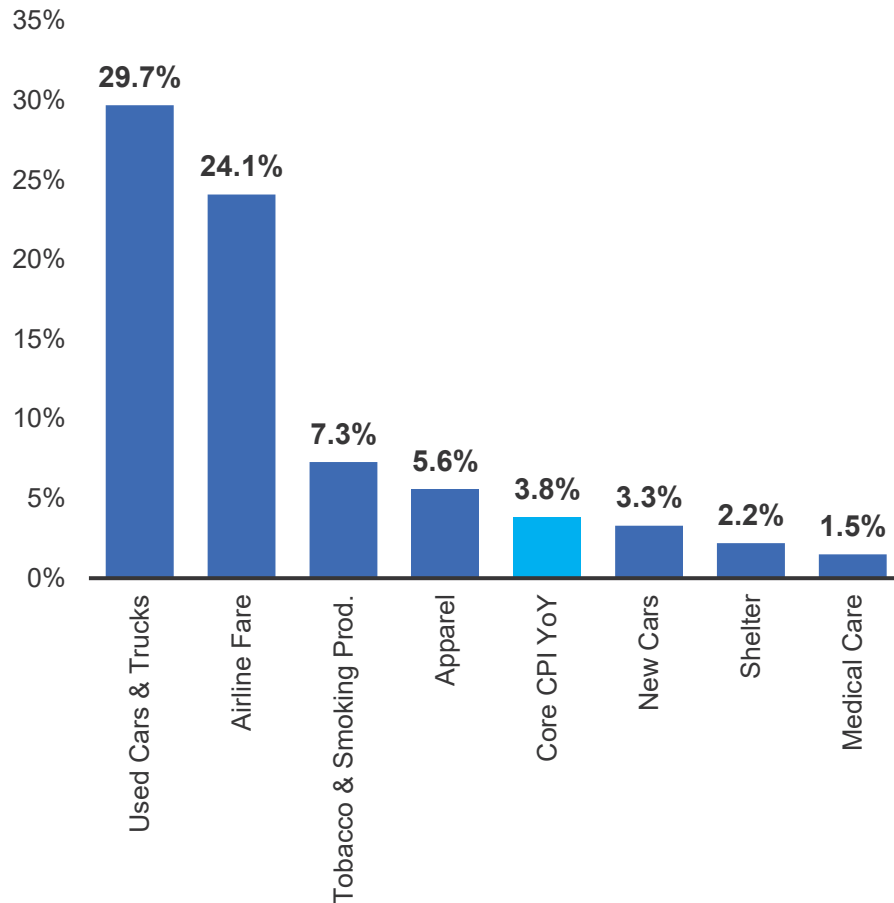
**Existing Home Sales (SAAR)**



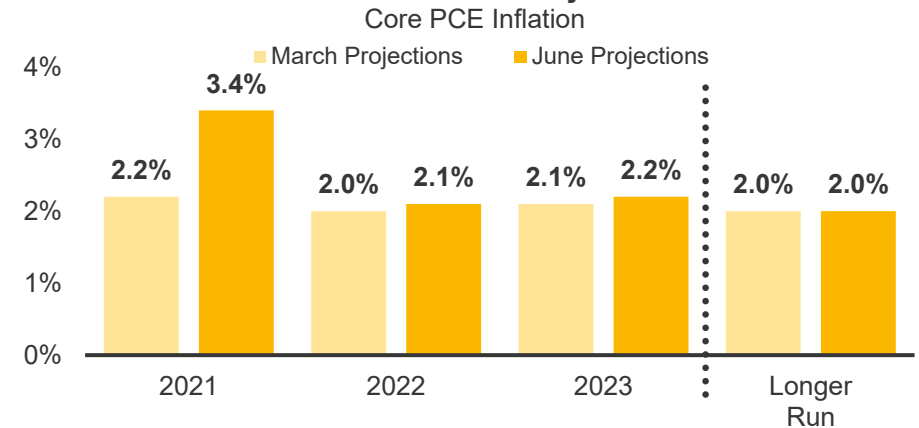
Source: Freddie Mac Commitment Rates (left), S&P/Case-Shiller (top right), National Association of REALTORS (bottom right). Bloomberg, most recent data as of June 30, 2021.

## Inflation Strengthens, But Driven by a Few Key Sectors

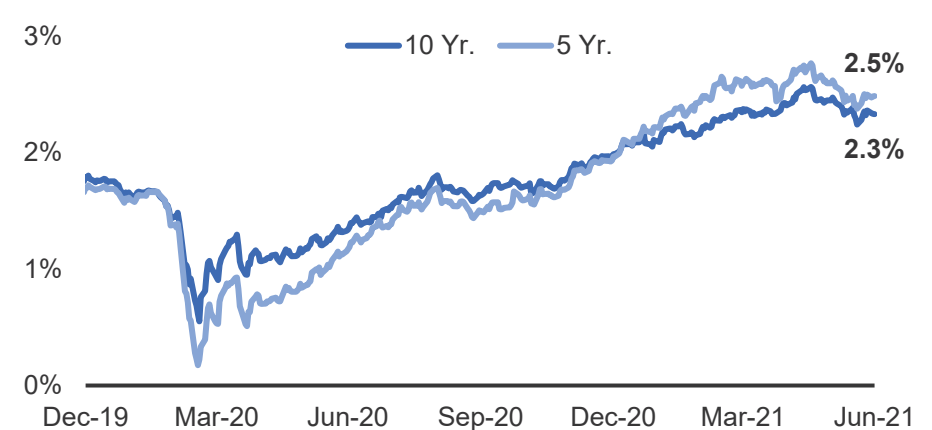
**YOY Price Change in Key Consumer Price Index Components**



**Federal Reserve Projections**



**Breakeven Inflation Rates**

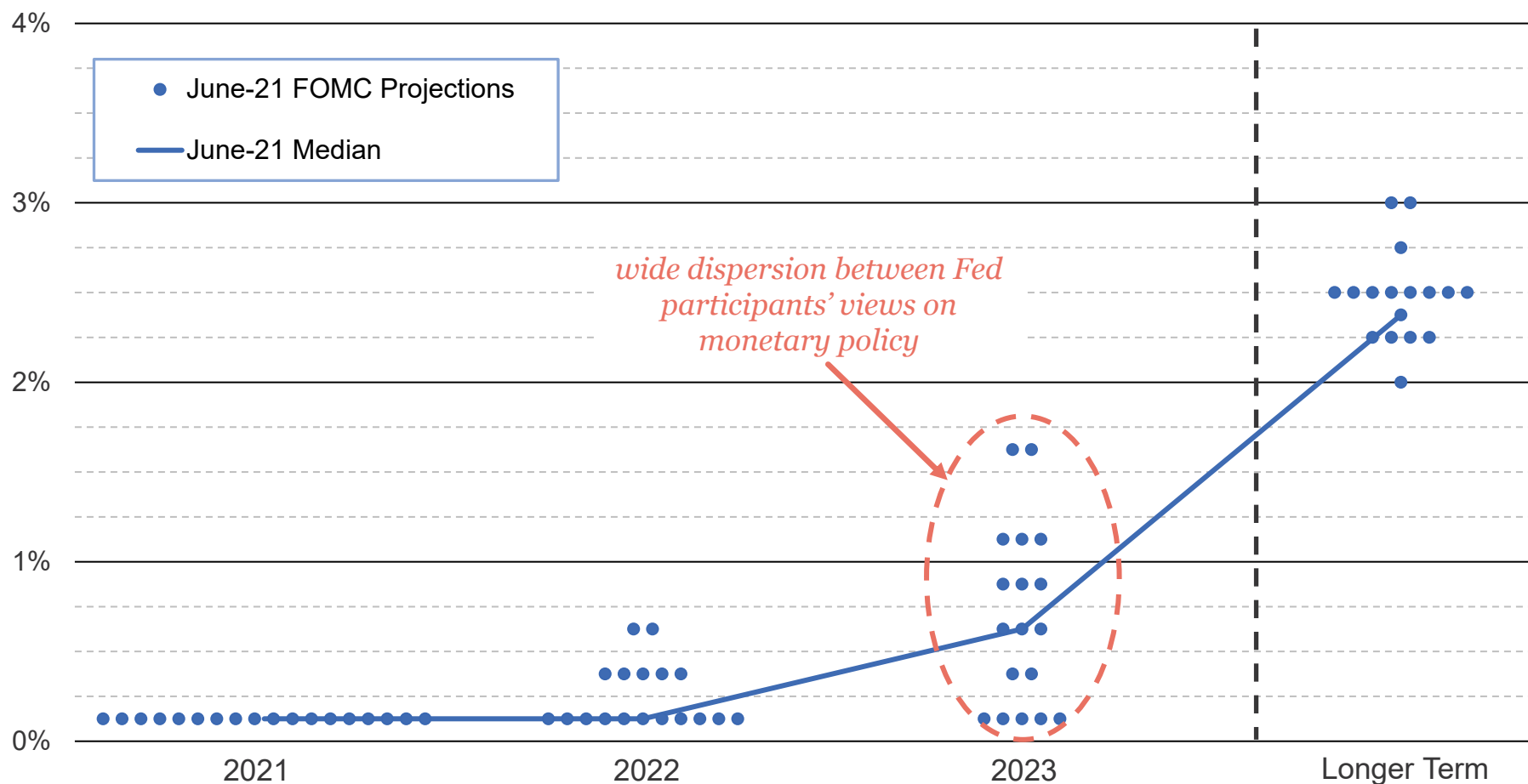


Source: Bloomberg, as of June 30, 2021.



## Fed's "Dot Plot" Reflects Evolving Monetary Policy Views

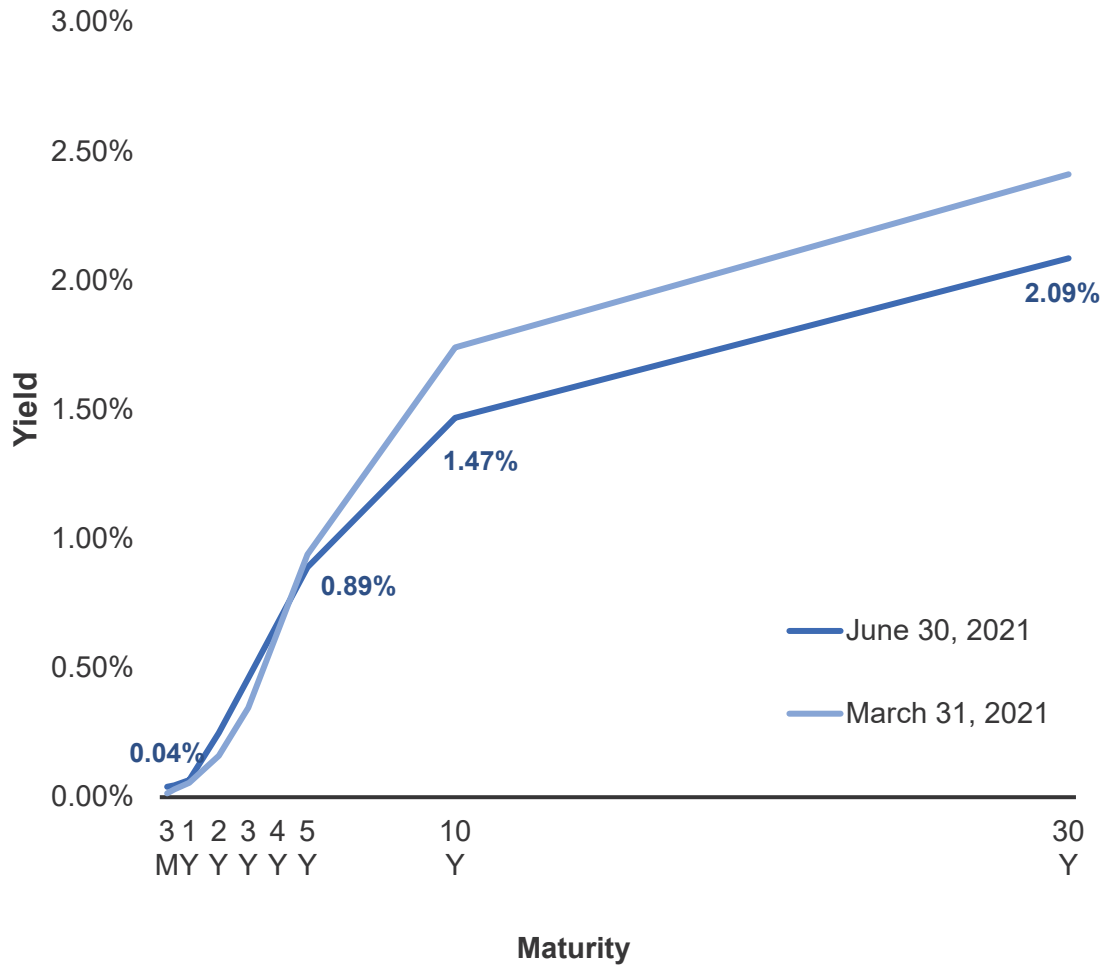
### Fed Participants' Assessments of 'Appropriate' Monetary Policy



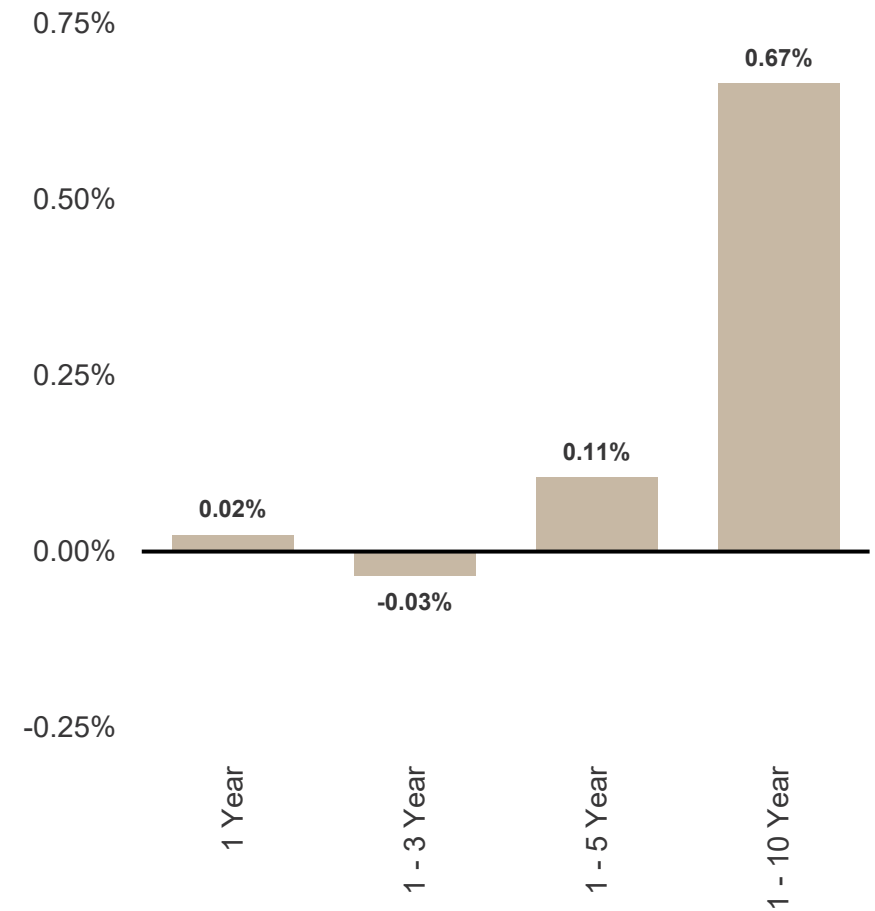
Source: Federal Reserve and Bloomberg. Individual dots represent each Fed members' judgement of the midpoint of the appropriate target range for the federal funds rate at each year-end.

## Yield Curve Moves Have Differing Impacts on Performance

### U.S. Treasury Yield Curve



### 2021 U.S. Treasury Returns (2Q 2021)

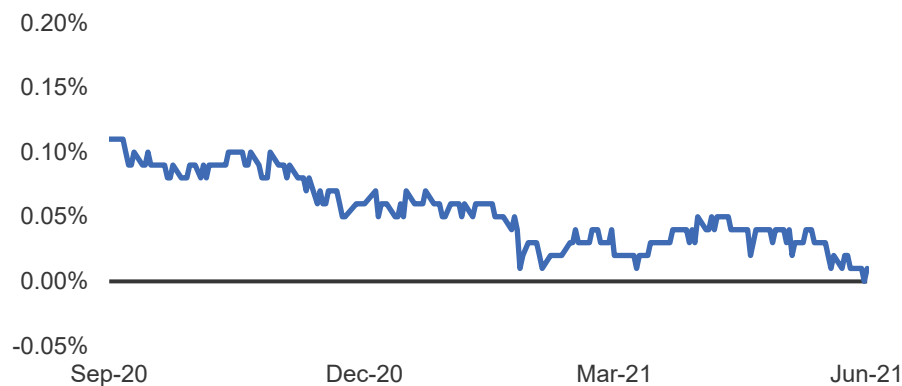


Source: Bloomberg, as of June 30, 2021.

## Spread Sectors Remain Near Record Tight Levels (1-3 Year)

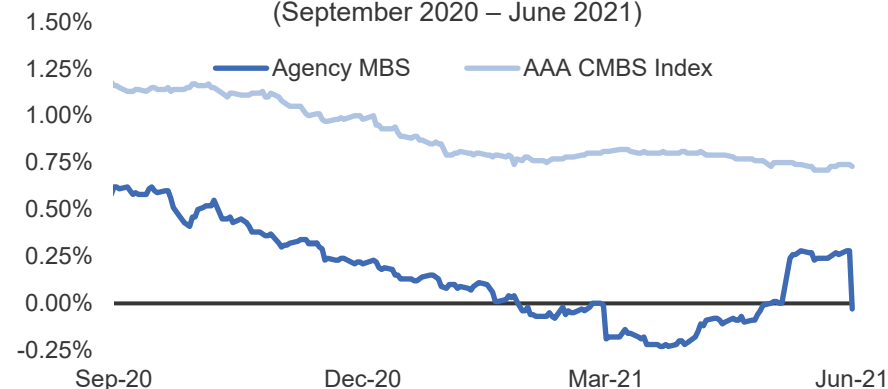
### Federal Agency Yield Spreads

(September 2020 – June 2021)



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

(September 2020 – June 2021)



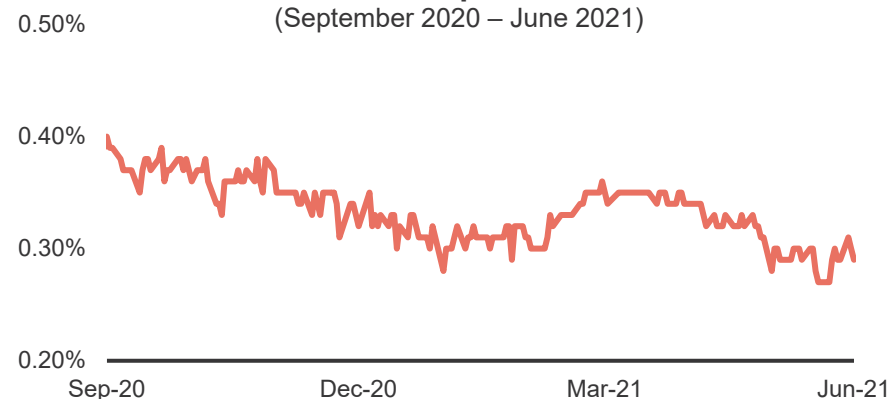
### Corporate Notes A-AAA Yield Spreads

(September 2020 – June 2021)



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

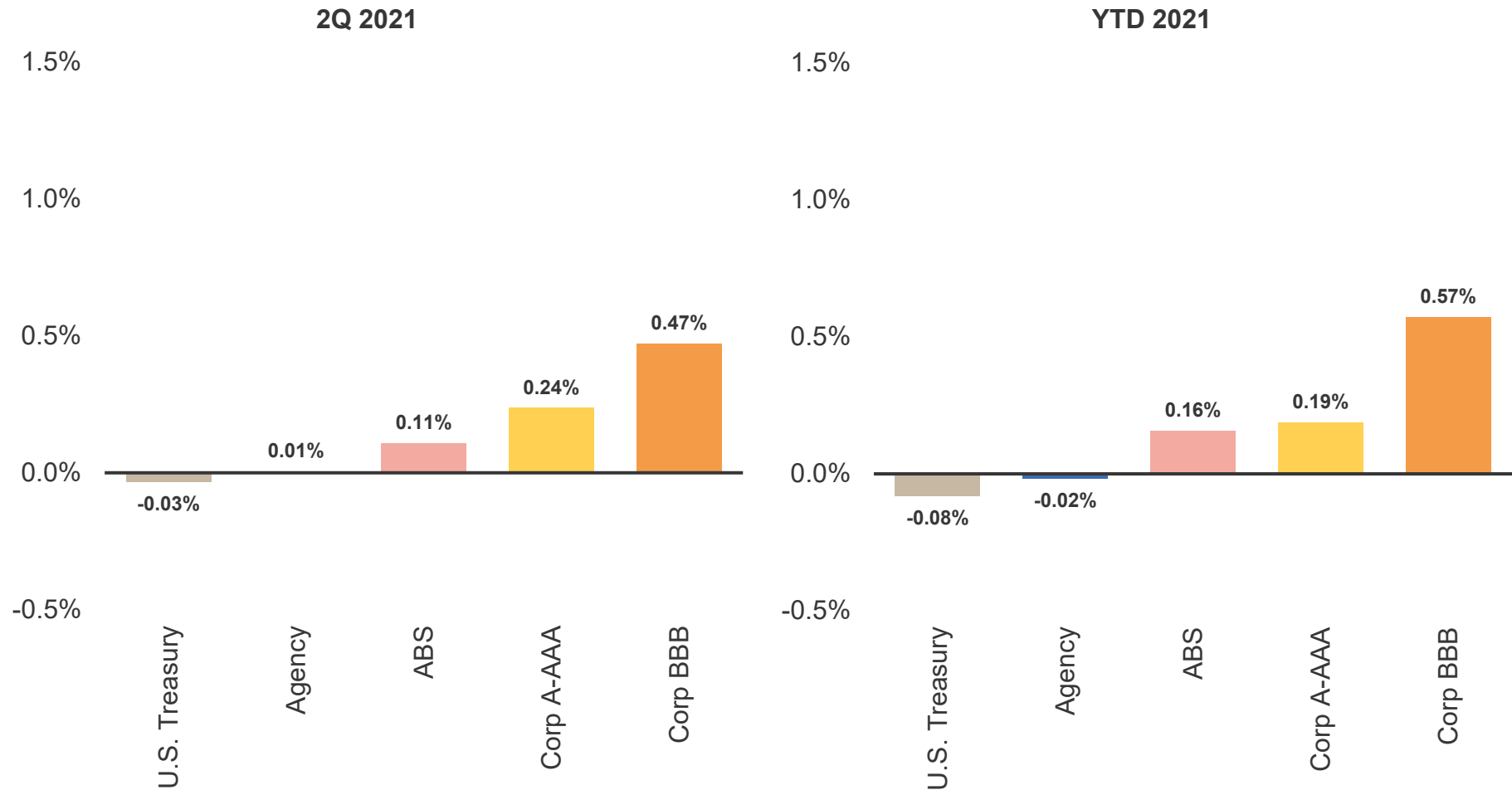
(September 2020 – June 2021)



Source: ICE BofAML 1-3 year Indices via Bloomberg, MarketAxess and PFM as of June 30, 2021. Spreads on ABS and MBS are option-adjusted spreads of 0-3 year indices based on weighted average life; spreads on agencies are relative to comparable maturity Treasuries. CMBS is Commercial Mortgage-Backed Securities.









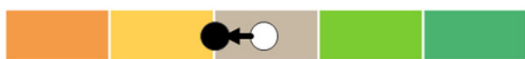



## Strong Second Quarter Returns; Mixed Performance Year-to-Date

### 1-3 Year Indices



Source: ICE BofAML Indices. ABS indices are 0-3 year, based on weighted average life. As of June 30, 2021.

## Fixed Income Sector Outlook – July 2021

Sector	Our Investment Preferences	Comments
<b>COMMERCIAL PAPER / CD</b>		<ul style="list-style-type: none"> <li>Commercial paper and CD rates began to rise off historical lows after the Fed increased the IOER and RRP rates. However, issuance remained light around the end of Q2. Pockets of opportunity may present themselves over the next several months.</li> </ul>
<b>TREASURIES</b>		
<b>T-Bill</b>		<ul style="list-style-type: none"> <li>T-Bill yields saw some upward pressure towards the end of June, as the Federal Reserve increased two key ultra short-term rates; it is expected that these levels will maintain into the third quarter.</li> </ul>
<b>T-Note</b>		<ul style="list-style-type: none"> <li>While the Treasury yield curve continued to flatten during June – particularly between the 2-year and 10-year – it is possible the move was overdone and will at least partially unwind moving into the 3<sup>rd</sup> quarter. The market expects both yields to rise and the yield curve to steepen throughout the rest of 2021.</li> </ul>
<b>FEDERAL AGENCIES</b>		
<b>Bullets</b>		<ul style="list-style-type: none"> <li>Agency bullet spreads tightened slightly as Treasury yields rose in the 1-5 year area of the curve in June. With agencies trading in line with, or even through, Treasury yields and supply expected to remain subdued, the sector is unlikely to provide material added value over the coming months.</li> </ul>
<b>Callables</b>		
<b>SUPRANATIONALS</b>		<ul style="list-style-type: none"> <li>Supra spreads narrowed by the end of Q2. The seasonal slowdown in issuance this summer will limit opportunities in the sector over the near-term, as the new issue market has been the best entry point into the sector over the last several months. As a result, spreads will likely remain tight until issuance picks back up.</li> </ul>
<b>CORPORATES</b>		
<b>Financials</b>		<ul style="list-style-type: none"> <li>Corporate spreads remain at record tight, despite a more hawkish tone from the June Fed meeting. Demand for credit is likely to remain strong, though valuations are rich. Accommodative monetary policy, along with a positive turn in rating trends, should continue to ensure favorable financing conditions. New issues are expected to provide the bulk of any opportunities, as valuations across the secondary market remain rich.</li> </ul>
<b>Industrials</b>		
<b>SECURITIZED</b>		
<b>Asset-Backed</b>		<ul style="list-style-type: none"> <li>ABS spreads tightened in June, reaching record tight for both autos and credit cards issues. Issuance in June was the heaviest month so far in 2021. Delinquency rates and net losses remain below expectations. Fiscal stimulus and improving employment figures may push back any increases to later in 2021 or beyond.</li> </ul>
<b>Agency Mortgage-Backed</b>		<ul style="list-style-type: none"> <li>MBS spreads are tight, but recently found some reprieve. While prepayments are elevated, they are on a considerable slowing path and this trend is expected to continue. Lower coupon passthroughs, most susceptible to duration extension, are likely to trail Treasuries as rates moves higher. With valuations slightly more reasonable, the sector may present better opportunities than in recent quarters.</li> </ul>
<b>Agency CMBS</b>		<ul style="list-style-type: none"> <li>CMBS returns have held up well throughout the quarter. As spreads have tightened, the relative value proposition has waned, suggesting a gradual reduction in exposure.</li> </ul>
<b>MUNICIPALS</b>		<ul style="list-style-type: none"> <li>While the pace of taxable issuances has slowed, overall supply remains robust, but valuations are expensive for both new issuances and secondary markets. Both selective additions and opportunistic selling may be warranted.</li> </ul>

● Current outlook

○ Outlook one month ago

Negative

Slightly Negative

Neutral

Slightly Positive

Positive

---

# Tab II

- ◆ The City's Short Term and Investment Portfolios are of high credit quality and invested in U.S. Treasury, federal agency, supranational, municipal, asset-backed, agency CMBS, agency CMO, agency MBS pass through, corporate, and commercial paper securities.
- ◆ The Investment Portfolio's quarterly performance of 0.06% outperformed its benchmark performance of -0.03% by 0.09%. For the year, the Portfolio returned 0.40% compared to 0.08% for the benchmark.
- ◆ Economic conditions during Q2 were characterized by the following:
  - Dramatically lower COVID-19 caseload as **vaccine inoculations ramped up**, balanced with waning vaccine demand and the emergence of more infectious variants,
  - Strong consumer-oriented economic data supported by **ongoing fiscal stimulus measures**,
  - **Elevated inflation figures** fueled by surging economic activity amid labor and supply chain shortages,
  - A late-quarter **hawkish pivot** from the Federal Reserve, as anticipation of bond purchase tapering gained traction and the timeline for expected rate hikes was pulled forward, and
  - The largest increase in bottom-up corporate earnings estimates in nearly 20 years which propelled major **U.S. stock indexes to new all-time highs**.
- ◆ The U.S. Treasury yield curve flattened modestly over the quarter as longer-term yields retraced some of their significant moves higher in Q1. Shorter-term maturities inched higher off rock-bottom lows. Nevertheless, short-term rates (maturities less than two years) remain near historically low levels. Despite the decline in yields on longer-term maturities (greater than seven years) of 10 to 20 basis points (0.10% to 0.20%) over the quarter, the curve remains relatively steep.
  - As a result, short-term U.S. Treasury index returns were flat to slightly negative for the quarter, while longer-duration indices posted strong, positive returns on the flatter yield curve.
- ◆ The strong U.S. economic expansion is expected to persist, aided by vaccine-driven reopening, pent-up consumer demand, and continued fiscal and monetary support. 2021 GDP expectations have been revised upward, with current forecasts pointing to an annualized 6% growth this year. Despite these projections, growing inflationary pressures may force the Federal Reserve's hand when considering tapering its bond purchases and, ultimately, future rate increases. Given balanced risks, we plan to maintain portfolio durations in-line with respective benchmarks as we continue to monitor the economic recovery.
- ◆ Diversification across permitted investments will remain a key element of our strategy, with a continued focus on income as a key driver of return.

## Portfolio Statistics (All Accounts)

<u>Account Name</u>	<u>Amortized Cost<sup>1,2,3</sup></u>	<u>Amortized Cost<sup>1,2,3</sup></u>	<u>Market Value<sup>1,2,3</sup></u>	<u>Market Value<sup>1,2,3</sup></u>	<u>Duration (Years)</u>
	<u>June 30, 2021</u>	<u>March 31, 2021</u>	<u>June 30, 2021</u>	<u>March 31, 2021</u>	<u>June 30, 2021</u>
Investment Portfolio	\$25,432,005	\$25,328,403	\$25,606,377	\$25,592,246	1.85
Short Term Portfolio	\$29,039,655	\$32,825,620	\$29,041,629	\$32,828,788	0.40
Florida Prime <sup>7</sup>	\$40,816,215	\$32,356,777	\$40,816,215	\$32,356,777	50 days
US Bank Money Market Account	\$55,643	\$8,198,375	\$55,643	\$8,198,375	0.003
Florida Palm <sup>7</sup>	\$38,867,697	\$35,754,085	\$38,867,697	\$35,754,085	56 days
JP Morgan Chase Checking Account	\$46,386,200	\$40,857,727	\$46,386,200	\$40,857,727	0.003
<b>Total Assets</b>	<b>\$180,597,416</b>	<b>\$175,320,987</b>	<b>\$180,773,762</b>	<b>\$175,587,998</b>	

<u>Account Name</u>	<u>Yield to Maturity at Cost<sup>4, 5</sup></u>	<u>Yield to Maturity at Cost<sup>4, 5</sup></u>	<u>Yield to Maturity at Market<sup>5</sup></u>	<u>Yield to Maturity at Market<sup>5</sup></u>	<u>Duration (Years)</u>
	<u>June 30, 2021</u>	<u>March 31, 2021</u>	<u>June 30, 2021</u>	<u>March 31, 2021</u>	<u>March 31, 2021</u>
Investment Portfolio	0.96%	1.14%	0.53%	0.54%	1.83
Short Term Investment Portfolio	0.17%	0.20%	0.12%	0.12%	0.27
Florida Prime <sup>7</sup>	0.10%	0.13%	0.10%	0.13%	52 days
US Bank Money Market Account	0.01%	0.01%	0.01%	0.01%	0.003
Florida Palm	0.05%	0.08%	0.05%	0.08%	55 days
JP Morgan Chase Checking Account	N/A	N/A	N/A	N/A	0.003
<b>Weighted Average Yield</b>	<b>0.20%</b>	<b>0.24%</b>	<b>0.13%</b>	<b>0.14%</b>	

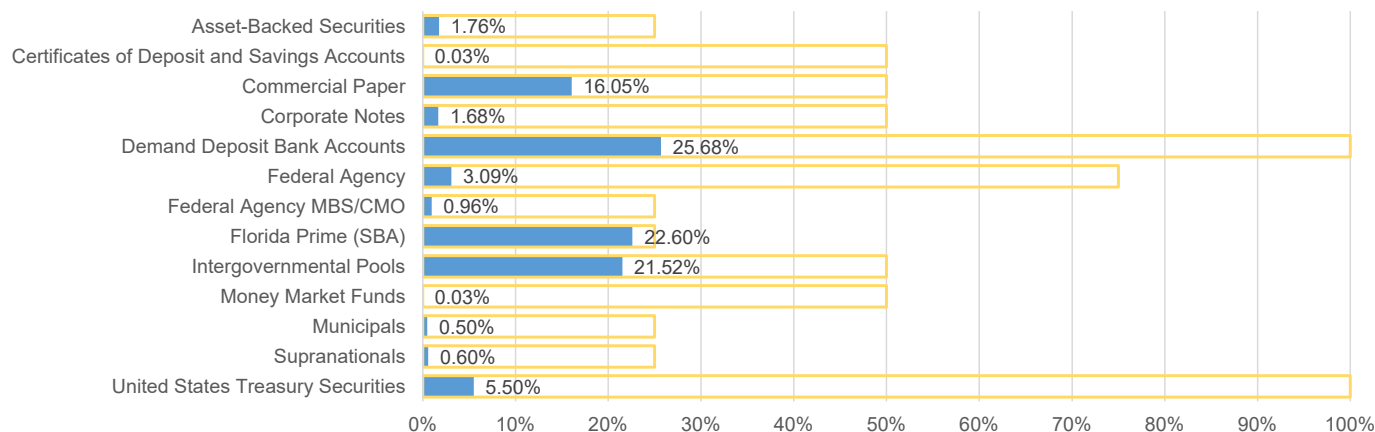
## Benchmarks

	<u>June 30, 2021</u>	<u>March 31, 2021</u>
S&P Rated GIP Index Government 30 Day Yield <sup>6</sup>	0.06%	0.09%

## Notes:

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





Security Type	Amortized Cost (Includes Interest)	Allocation Percentage	Permitted by Policy	In Compliance
Asset-Backed Securities	3,172,430.53	1.76%	25%	Yes
Bankers' Acceptances	-	-	25%	Yes
Certificates of Deposit and Savings Accounts	55,642.75	0.03%	50%	Yes
Commercial Paper	28,990,263.76	16.05%	50%	Yes
Corporate Notes	3,028,226.08	1.68%	50%	Yes
Demand Deposit Bank Accounts	46,386,200.47	25.68%	100%	Yes
Federal Agency	5,575,113.78	3.09%	75%	Yes
Florida Prime (SBA)	40,816,215.20	22.60%	25%	Yes
Intergovernmental Pools	38,867,697.10	21.52%	50%	Yes
Federal Agency MBS/CMO	1,728,419.02	0.96%	25%	Yes
Money Market Funds	55,646.68	0.03%	50%	Yes
Municipals	899,742.06	0.50%	25%	Yes
Repurchase Agreements	-	-	25%	Yes
Supranationals	1,080,086.51	0.60%	25%	Yes
United States Treasury Securities	9,941,730.97	5.50%	100%	Yes
<b>Total</b>	<b>180,597,414.91</b>	<b>100.00%</b>		

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

Sector	Individual Issuer Breakdown	Amortized Cost (Includes Interest)	Allocation Percentage	Permitted by Policy	In Compliance
ASSET-BACKED	ALLY AUTO RECEIVABLES TRUST	47,074.87	0.03%	5%	Yes
ASSET-BACKED	AMERICAN EXPRESS CREDIT ACCOUN	250,290.41	0.14%	5%	Yes
ASSET-BACKED	CAPITAL ONE PRIME AUTO REC TRUST	48,268.13	0.03%	5%	Yes
ASSET-BACKED	CNH EQUIPMENT TRUST	120,725.77	0.07%	5%	Yes
ASSET-BACKED	GM FINANCIAL AUTO LEASING TRUST	134,998.12	0.07%	5%	Yes
ASSET-BACKED	GM FINANCIAL SECURITIZED TERM	344,968.24	0.19%	5%	Yes
ASSET-BACKED	HARLEY-DAVIDSON MOTORCYCLE TRUST	150,046.79	0.08%	5%	Yes
ASSET-BACKED	HONDA AUTO RECEIVABLES OWNER T	189,803.76	0.11%	5%	Yes
ASSET-BACKED	HYUNDAI AUTO RECEIVABLES TRUST	176,346.39	0.10%	5%	Yes
ASSET-BACKED	NISSAN AUTO RECEIVABLES OWNER	238,981.50	0.13%	5%	Yes
ASSET-BACKED	TOYOTA AUTO RECEIVABLES OWNER	115,979.11	0.06%	5%	Yes
ASSET-BACKED	WORLD OMNI AUTO RECEIVABLES TR	198,571.76	0.11%	5%	Yes
ASSET-BACKED	BMW VEHICLE LEASE TRUST	45,000.90	0.02%	5%	Yes
ASSET-BACKED	CARMAX AUTO OWNER TRUST	407,526.47	0.23%	5%	Yes
ASSET-BACKED	JOHN DEERE OWNER TRUST	130,624.58	0.07%	5%	Yes
ASSET-BACKED	MERCEDES-BENZ AUTO RECEIVABLES	18,751.91	0.01%	5%	Yes
ASSET-BACKED	BANK OF AMERICA CREDIT CARD TR	25,004.47	0.01%	5%	Yes
ASSET-BACKED	NISSAN AUTO LEASE TRUST	50,404.07	0.03%	5%	Yes
ASSET-BACKED	MERCEDES-BENZ AUTO LEASE TRUST	25,003.48	0.01%	5%	Yes
ASSET-BACKED	VOLKSWAGEN AUTO LOAN ENHANCED	48,889.11	0.03%	5%	Yes
ASSET-BACKED	DISCOVER CARD EXECUTION NOTE TRUST	75,100.44	0.04%	5%	Yes
ASSET-BACKED	VERIZON OWNER TRUST	125,030.02	0.07%	5%	Yes
ASSET-BACKED	BMW VEHICLE OWNER TRUST	50,001.08	0.03%	5%	Yes
ASSET-BACKED	TOYOTA LEASE OWNER TRUST	65,000.65	0.04%	5%	Yes
ASSET-BACKED	VERIZON MASTER TRUST	90,038.50	0.05%	5%	Yes
CORPORATE NOTE	AMERICAN HONDA FINANCE	110,231.03	0.06%	5%	Yes
CORPORATE NOTE	APPLE INC	139,909.70	0.08%	5%	Yes
CORPORATE NOTE	CHEVRON CORP	90,144.78	0.05%	5%	Yes
CORPORATE NOTE	CITIGROUP INC	251,302.82	0.14%	5%	Yes
CORPORATE NOTE	GOLDMAN SACHS GROUP INC	75,057.48	0.04%	5%	Yes
CORPORATE NOTE	MORGAN STANLEY	140,320.93	0.08%	5%	Yes
CORPORATE NOTE	TOYOTA MOTOR CREDIT CORP	129,578.01	0.07%	5%	Yes
CORPORATE NOTE	WELLS FARGO BANK NA	50,046.96	0.03%	5%	Yes
CORPORATE NOTE	JOHN DEERE CAPITAL CORP	155,283.22	0.09%	5%	Yes
CORPORATE NOTE	JPMORGAN CHASE & CO	340,614.18	0.19%	5%	Yes
CORPORATE NOTE	CHARLES SCHWAB CORP	75,127.03	0.04%	5%	Yes
CORPORATE NOTE	BANK OF AMERICA CORP	204,121.33	0.11%	5%	Yes

Sector	Individual Issuer Breakdown	Amortized Cost (Includes Interest)	Allocation Percentage	Permitted by Policy	In Compliance
CORPORATE NOTE	PACCAR FINANCIAL CORP	105,269.09	0.06%	5%	Yes
CORPORATE NOTE	CATERPILLAR FINANCIAL SERVICES CORP	185,294.46	0.10%	5%	Yes
CORPORATE NOTE	AMAZON.COM INC	304,786.14	0.17%	5%	Yes
CORPORATE NOTE	NATIONAL RURAL UTIL COOP	65,051.38	0.04%	5%	Yes
CORPORATE NOTE	HONEYWELL INTERNATIONAL	120,212.52	0.07%	5%	Yes
CORPORATE NOTE	PEPSICO INC	65,002.62	0.04%	5%	Yes
CORPORATE NOTE	BANK OF NY MELLON CORP	75,565.97	0.04%	5%	Yes
CORPORATE NOTE	UNITEDHEALTH GROUP INC	84,969.62	0.05%	5%	Yes
CORPORATE NOTE	ADOBE INC	30,190.71	0.02%	5%	Yes
CORPORATE NOTE	BRISTOL-MYERS SQUIBB CO	115,082.34	0.06%	5%	Yes
CORPORATE NOTE	ASTRAZENECA FINANCE LLC	115,063.76	0.06%	5%	Yes
MBS / CMO	FANNIE MAE	705,512.79	0.39%	40%	Yes
MBS / CMO	FHLMC MULTIFAMILY STRUCTURED P	788,594.91	0.44%	40%	Yes
MBS / CMO	FREDDIE MAC	145,215.63	0.08%	40%	Yes
MBS / CMO	FANNIEMAE-ACES	89,095.69	0.05%	40%	Yes
US TSY BOND/NOTE	UNITED STATES TREASURY	9,941,730.97	5.50%	100%	Yes
SUPRANATL	INTL BANK OF RECONSTRUCTION AND DEV	174,716.62	0.10%	10%	Yes
SUPRANATL	INTER-AMERICAN DEVELOPMENT BANK	125,038.10	0.07%	10%	Yes
SUPRANATL	AFRICAN DEVELOPMENT BANK	360,367.07	0.20%	10%	Yes
SUPRANATL	ASIAN DEVELOPMENT BANK	419,964.72	0.23%	10%	Yes
MUNI BOND/NOTE	NEW YORK ST DORM AUTH ST PERSO	190,257.91	0.11%	5%	Yes
MUNI BOND/NOTE	CONNECTICUT ST	20,278.17	0.01%	5%	Yes
MUNI BOND/NOTE	PORT AUTHORITY OF NY/NJ	151,892.50	0.08%	5%	Yes
MUNI BOND/NOTE	FLORIDA ST BRD OF ADMIN FIN CO	65,408.85	0.04%	5%	Yes
MUNI BOND/NOTE	NEW YORK ST URBAN DEV CORP REV	220,378.95	0.12%	5%	Yes
MUNI BOND/NOTE	CALIFORNIA ST EARTHQUAKE AUTHORITY	50,331.75	0.03%	5%	Yes
MUNI BOND/NOTE	HONOLULU, HI TXBL GO BONDS	146,050.65	0.08%	5%	Yes
MUNI BOND/NOTE	NEW JERSEY ST TURNPIKE AUTH	55,143.28	0.03%	5%	Yes
FED AGY BOND/NOTE	FANNIE MAE	1,118,832.95	0.62%	40%	Yes
FED AGY BOND/NOTE	FREDDIE MAC	4,353,513.65	2.41%	40%	Yes
FED AGY BOND/NOTE	FEDERAL HOME LOAN BANK	102,767.18	0.06%	40%	Yes
COMMERCIAL PAPER	TOYOTA MOTOR CREDIT CORP	1,998,960.00	1.11%	5%	Yes
COMMERCIAL PAPER	ING (US) FUNDING LLC	2,759,270.13	1.53%	5%	Yes
COMMERCIAL PAPER	CREDIT AGRICOLE CIB NY	3,799,628.44	2.10%	5%	Yes
COMMERCIAL PAPER	JP MORGAN SECURITIES LLC	499,502.78	0.28%	5%	Yes
COMMERCIAL PAPER	EXXON MOBIL CORPORATION	3,799,756.17	2.10%	5%	Yes
COMMERCIAL PAPER	NATIXIS NY BRANCH	3,997,944.45	2.21%	5%	Yes
COMMERCIAL PAPER	CREDIT SUISSE NEW YORK	4,643,545.54	2.57%	5%	Yes
COMMERCIAL PAPER	ROYAL BANK OF CANADA	7,491,656.25	4.15%	5%	Yes

## THE CITY OF PALM BAY, FLORIDA

## Asset Allocation

Sector	Individual Issuer Breakdown	Amortized Cost (Includes Interest)	Allocation Percentage	Permitted by Policy	In Compliance
FLORIDA PRIME (SBA)	FLORIDA PRIME (SBA)	40,816,215.20	22.60%	25%	Yes
CD / SAVINGS ACCOUNT	US BANK ST SAFEKEEPING	49,390.67	0.03%	100%	Yes
CD / SAVINGS ACCOUNT	US BANK SAFEKEEPING CORE	6,252.08	0.00%	100%	Yes
DEMAND DEPOSIT BANK ACCOUNT	CASH ACCOUNTS	46,386,200.47	25.68%	100%	Yes
MNY MKT/MUTUAL FND	CASH BALANCE	55,646.68	0.03%	25%	Yes
INTERGOVERNMENTAL POOLS	FL PALM	38,867,697.10	21.52%	25%	Yes
<b>Total</b>		<b>180,597,414.91</b>	<b>100.00%</b>		

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

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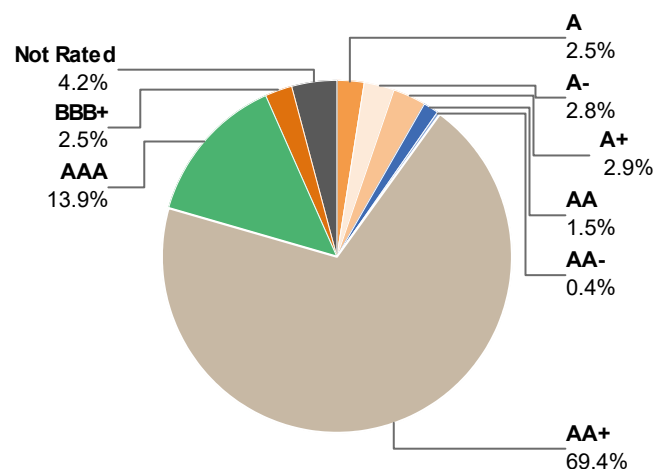
# Tab III

## Portfolio Statistics

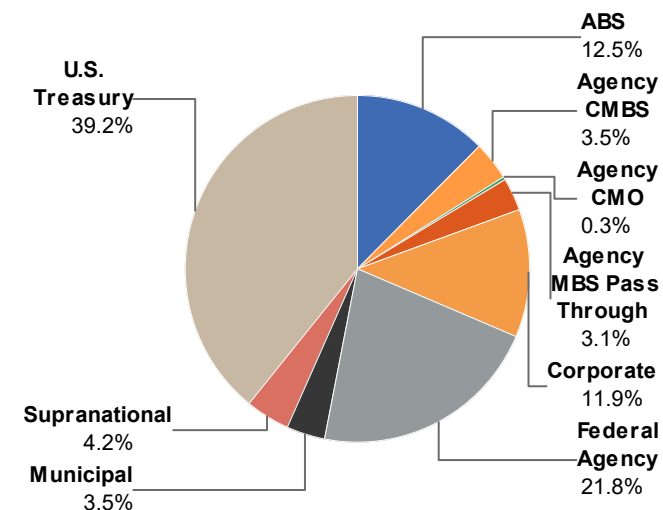
As of June 30, 2021

Par Value:	\$25,340,022
Total Market Value:	\$25,606,377
Security Market Value:	\$25,542,150
Accrued Interest:	\$57,972
Cash:	\$6,256
Amortized Cost:	\$25,367,777
Yield at Market:	0.53%
Yield at Cost:	0.96%
Effective Duration:	1.85 Years
Average Maturity:	2.32 Years
Average Credit: *	AA

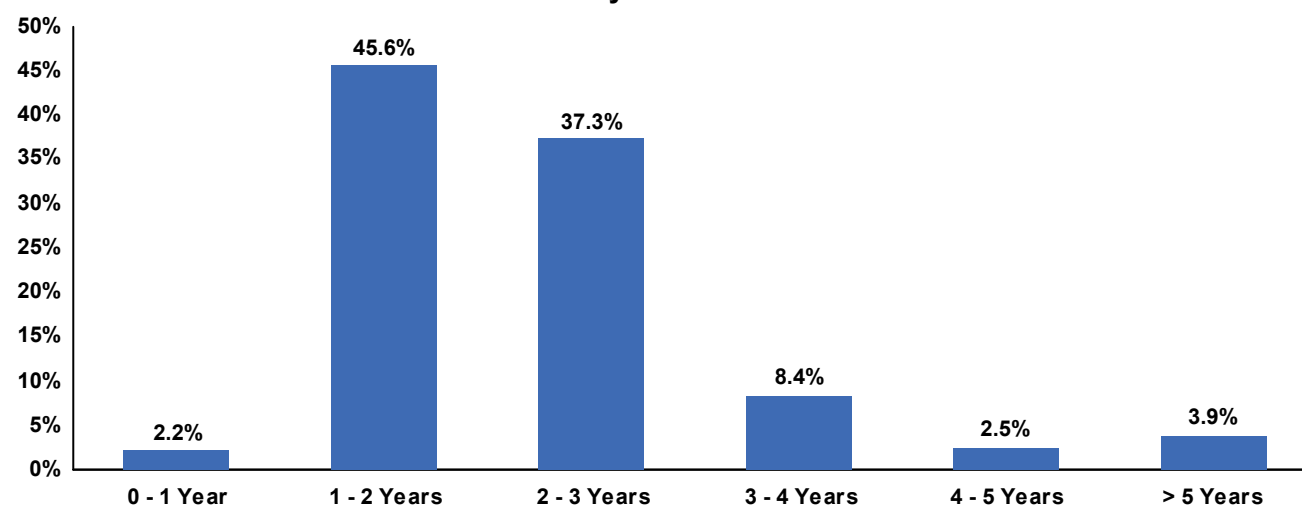
## Credit Quality (S&amp;P Ratings)



## Sector Allocation



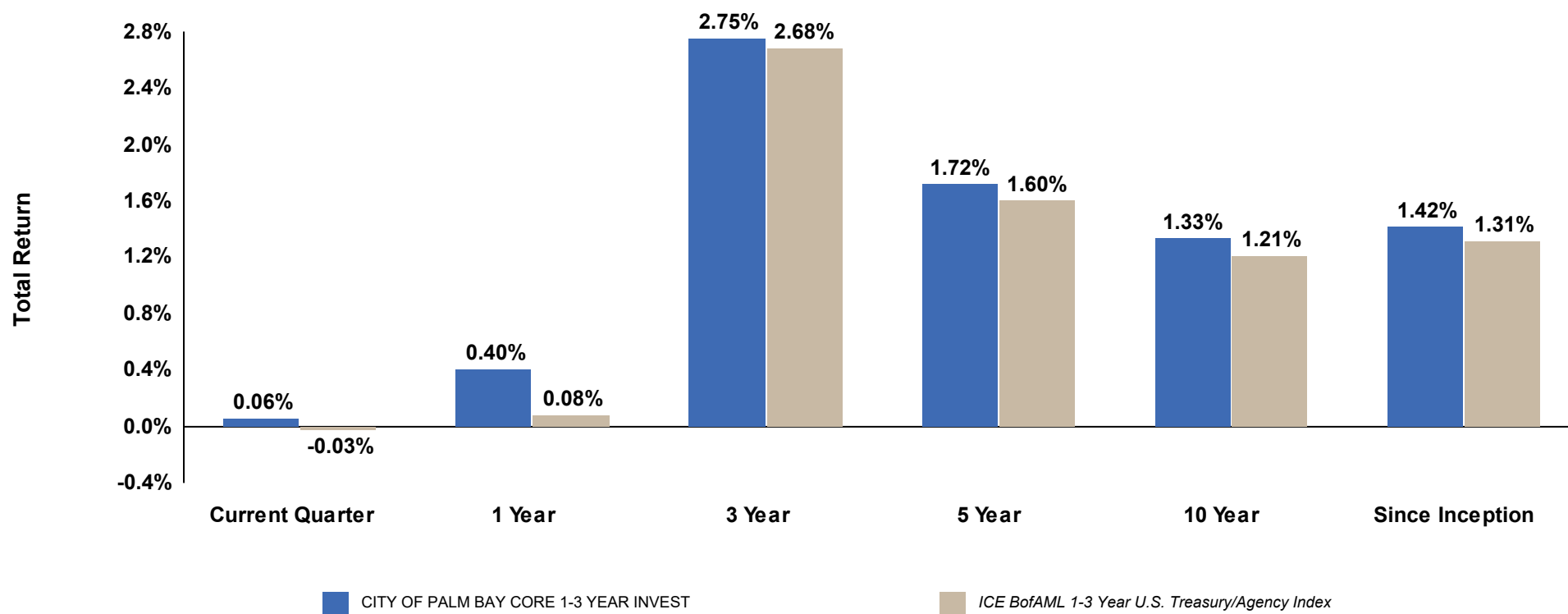
## Maturity Distribution



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

## Portfolio Performance (Total Return)

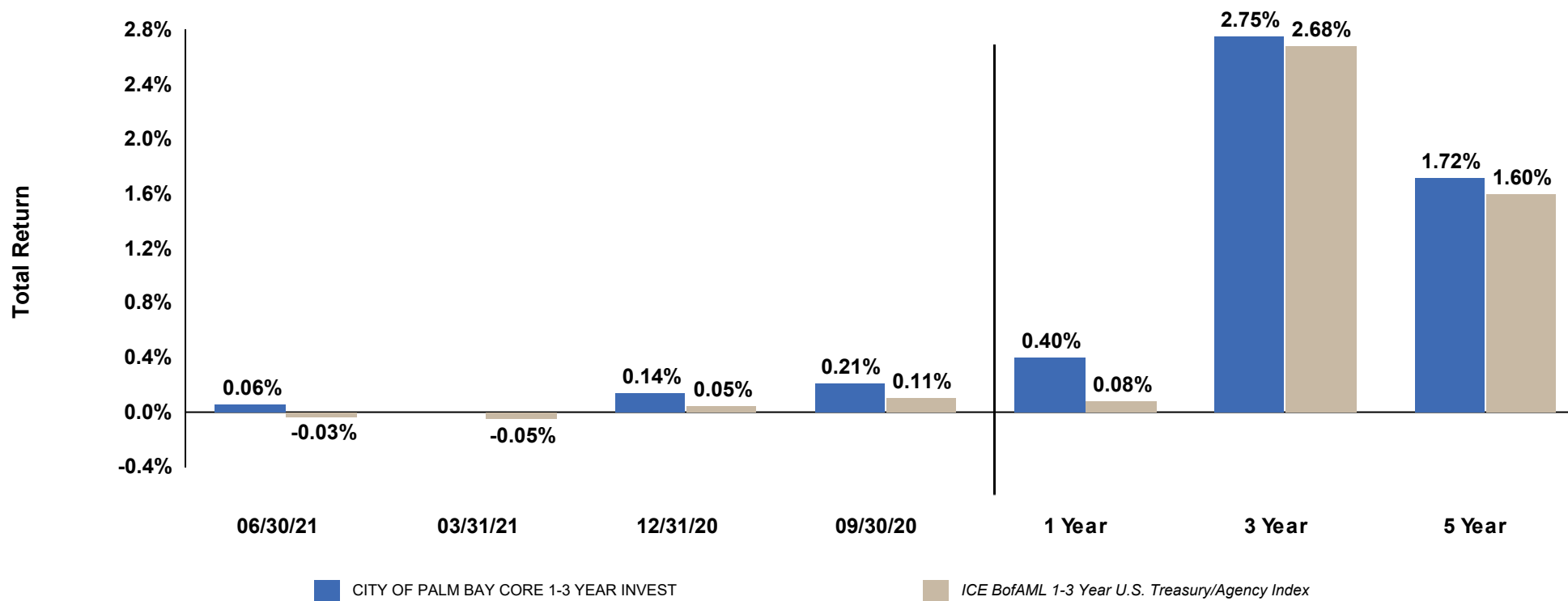
Portfolio/Benchmark	Effective Duration	Current Quarter	Annualized Return				
			1 Year	3 Year	5 Year	10 Year	Since Inception (09/30/09) **
CITY OF PALM BAY CORE 1-3 YEAR INVEST	1.85	0.06%	0.40%	2.75%	1.72%	1.33%	1.42%
ICE BofAML 1-3 Year U.S. Treasury/Agency Index	1.83	-0.03%	0.08%	2.68%	1.60%	1.21%	1.31%
Difference		0.09%	0.32%	0.07%	0.12%	0.12%	0.11%



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

## Portfolio Performance (Total Return)

Portfolio/Benchmark	Effective Duration	Quarter Ended				1 Year	Annualized Return	
		06/30/21	03/31/21	12/31/20	09/30/20		3 Year	5 Year
CITY OF PALM BAY CORE 1-3 YEAR INVEST	1.85	0.06%	0.00%	0.14%	0.21%	0.40%	2.75%	1.72%
ICE BofAML 1-3 Year U.S. Treasury/Agency Index	1.83	-0.03%	-0.05%	0.05%	0.11%	0.08%	2.68%	1.60%
Difference		0.09%	0.05%	0.09%	0.10%	0.32%	0.07%	0.12%

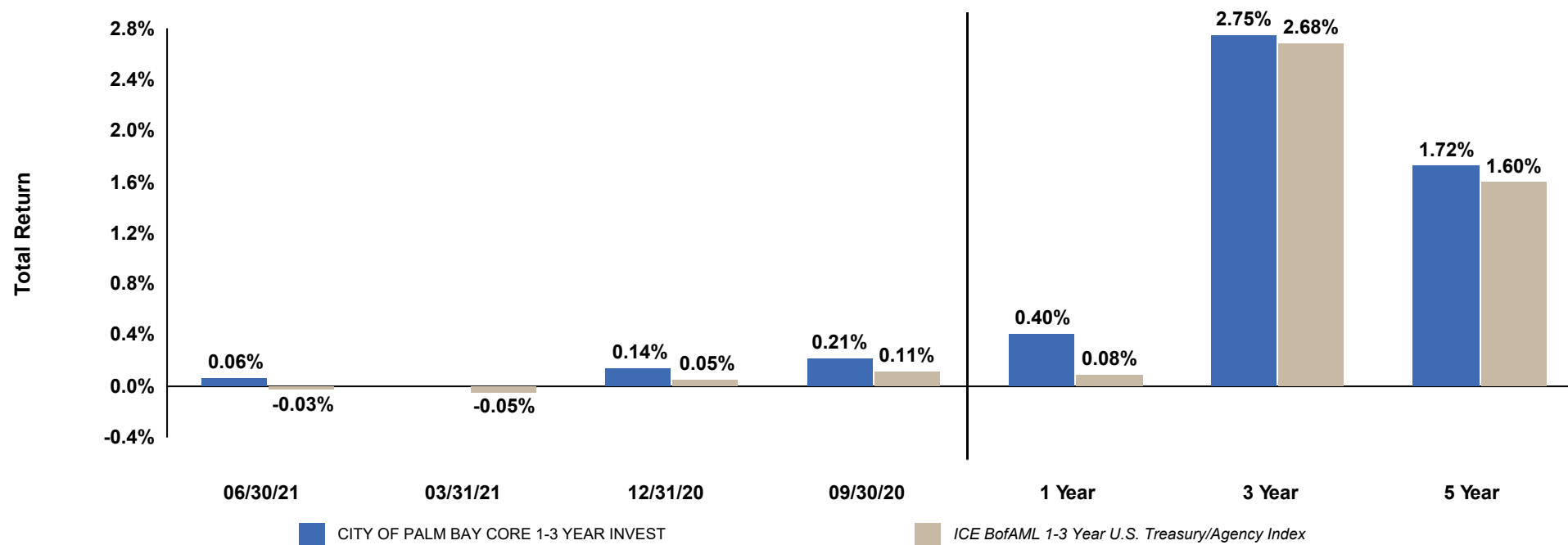


Portfolio performance is gross of fees unless otherwise indicated.



## Portfolio Performance (Total Return)

Portfolio/Benchmark	Effective Duration	Quarter Ended				Annualized Return		
		06/30/21	03/31/21	12/31/20	09/30/20	1 Year	3 Year	5 Year
CITY OF PALM BAY CORE 1-3 YEAR INVEST	1.85	0.06%	0.00%	0.14%	0.21%	0.40%	2.75%	1.72%
Net of Fees **	-	0.04%	-0.02%	0.12%	0.19%	0.32%	2.67%	1.64%
ICE BofAML 1-3 Year U.S. Treasury/Agency Index	1.83	-0.03%	-0.05%	0.05%	0.11%	0.08%	2.68%	1.60%
Difference (Gross)		0.09%	0.05%	0.09%	0.10%	0.32%	0.07%	0.12%
Difference (Net)		0.07%	0.03%	0.07%	0.08%	0.24%	-0.01%	0.04%



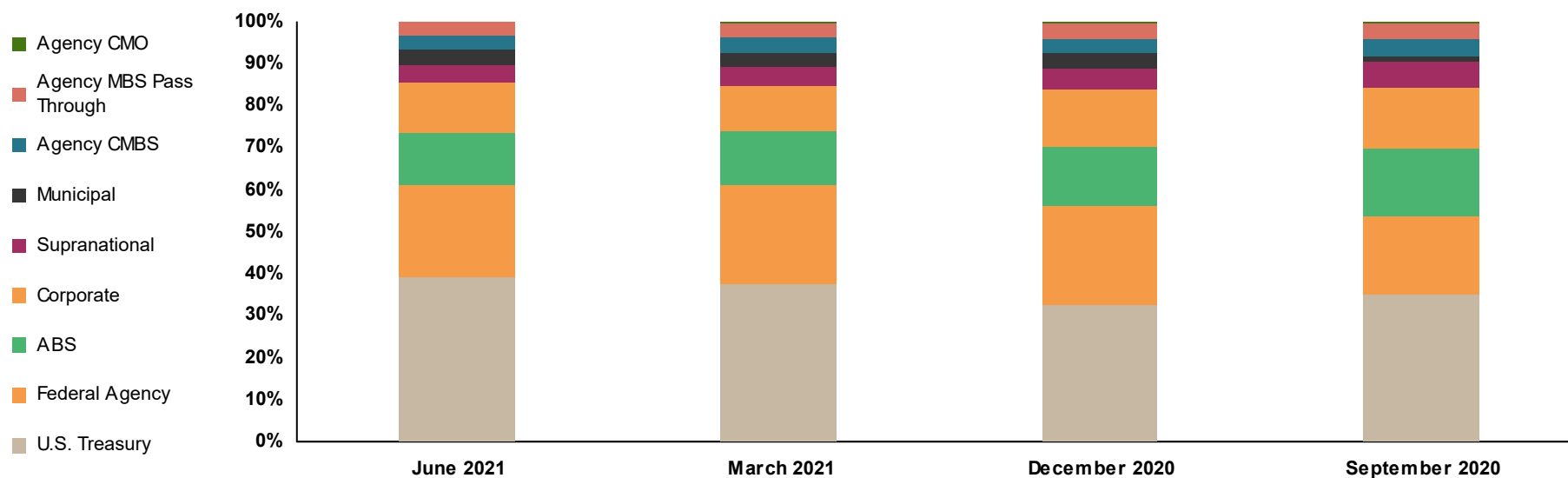
Portfolio performance is gross of fees unless otherwise indicated. \*\* Fees were calculated based on average assets during the period at the contractual rate.

**Portfolio Earnings***Quarter-Ended June 30, 2021*

	<b>Market Value Basis</b>	<b>Accrual (Amortized Cost) Basis</b>
<b>Beginning Value (03/31/2021)</b>	\$25,464,710.41	\$25,200,866.83
<b>Net Purchases/Sales</b>	\$132,205.95	\$132,205.95
<b>Change in Value</b>	(\$54,766.84)	\$34,704.57
<b>Ending Value (06/30/2021)</b>	\$25,542,149.52	\$25,367,777.35
<b>Interest Earned</b>	\$68,898.29	\$68,898.29
<b>Portfolio Earnings</b>	\$14,131.45	\$103,602.86

## Sector Allocation

Sector	June 30, 2021		March 31, 2021		December 31, 2020		September 30, 2020	
	MV (\$MM)	% of Total	MV (\$MM)	% of Total	MV (\$MM)	% of Total	MV (\$MM)	% of Total
U.S. Treasury	10.0	39.2%	9.6	37.9%	8.3	32.6%	9.0	35.2%
Federal Agency	5.6	21.8%	6.0	23.4%	6.0	23.4%	4.7	18.6%
ABS	3.2	12.5%	3.3	12.8%	3.6	14.0%	4.1	15.9%
Corporate	3.0	11.9%	2.7	10.7%	3.5	13.6%	3.8	14.7%
Supranational	1.1	4.2%	1.1	4.4%	1.3	5.3%	1.5	5.9%
Municipal	0.9	3.5%	0.9	3.5%	0.8	3.3%	0.4	1.5%
Agency CMBS	0.9	3.5%	0.9	3.6%	0.9	3.7%	1.0	3.8%
Agency MBS Pass Through	0.8	3.1%	0.9	3.4%	0.9	3.7%	1.0	4.0%
Agency CMO	0.1	0.3%	0.1	0.3%	0.1	0.4%	0.1	0.4%
<b>Total</b>	<b>\$25.5</b>	<b>100.0%</b>	<b>\$25.5</b>	<b>100.0%</b>	<b>\$25.5</b>	<b>100.0%</b>	<b>\$25.6</b>	<b>100.0%</b>

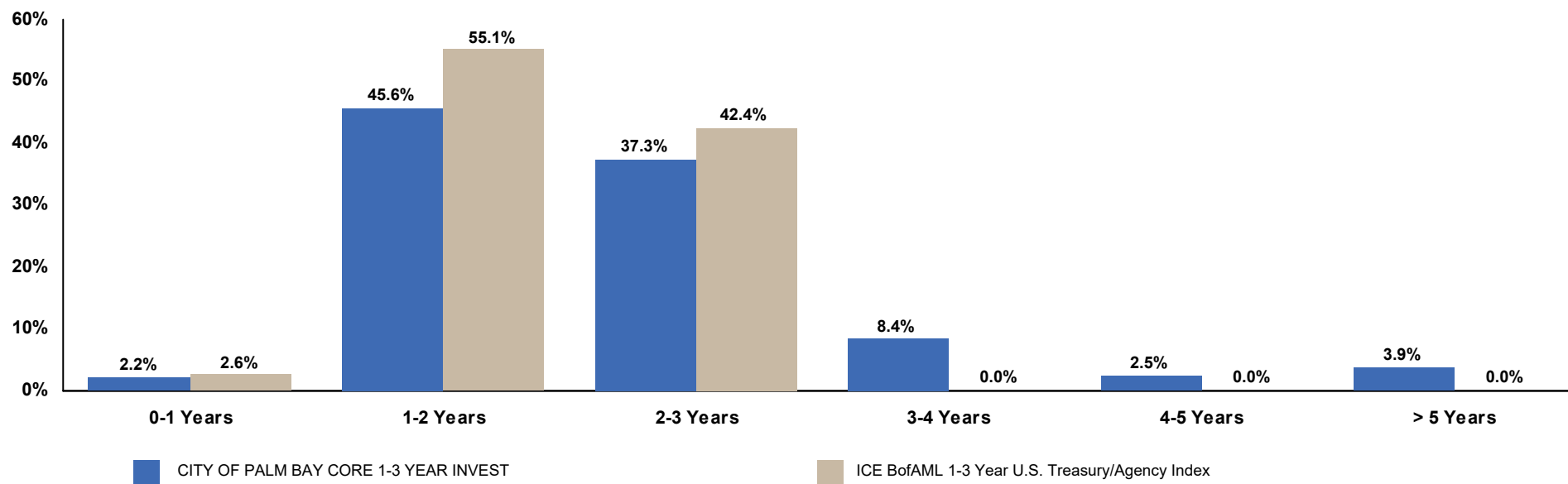


Detail may not add to total due to rounding.

## Maturity Distribution

As of June 30, 2021

Portfolio/Benchmark	Yield at Market	Average Maturity	0-1 Years	1-2 Years	2-3 Years	3-4 Years	4-5 Years	>5 Years
CITY OF PALM BAY CORE 1-3 YEAR INVEST	0.53%	2.32 yrs	2.2%	45.6%	37.3%	8.4%	2.5%	3.9%
ICE BofAML 1-3 Year U.S. Treasury/Agency Index	0.25%	1.94 yrs	2.6%	55.1%	42.4%	0.0%	0.0%	0.0%

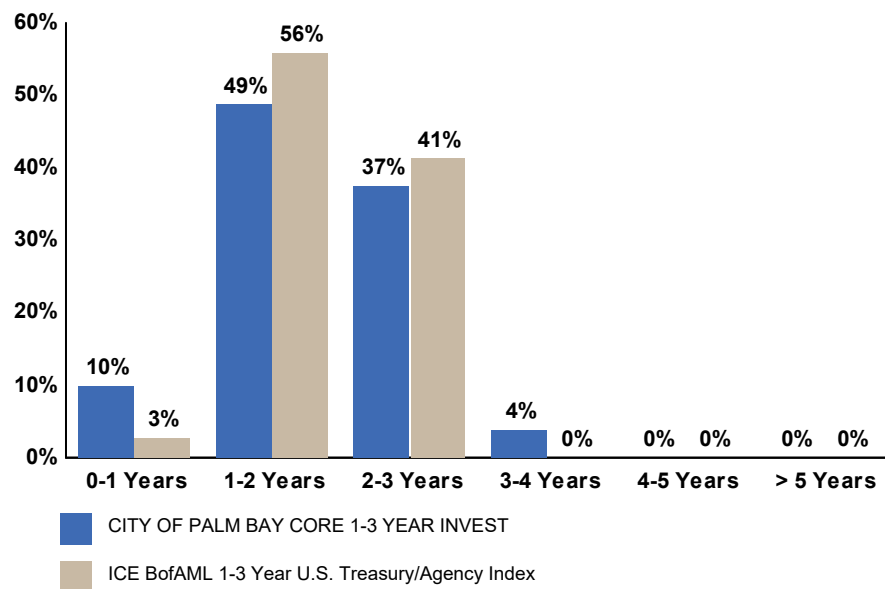


## Duration Distribution

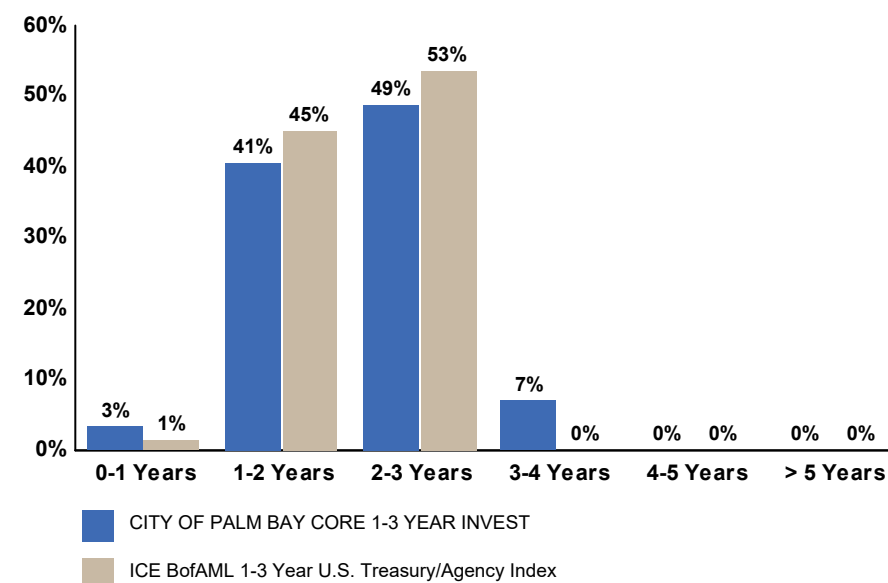
As of June 30, 2021

Portfolio / Benchmark	Effective Duration	0-1 YEARS	1-2 YEARS	2-3 YEARS	3-4 YEARS	4-5 YEARS	> 5 YEARS
CITY OF PALM BAY CORE 1-3 YEAR INVEST	1.85	10.0%	48.8%	37.4%	3.9%	0.0%	0.0%
ICE BofAML 1-3 Year U.S. Treasury/Agency Index	1.83	2.8%	55.9%	41.2%	0.0%	0.0%	0.0%

Distribution by Effective Duration



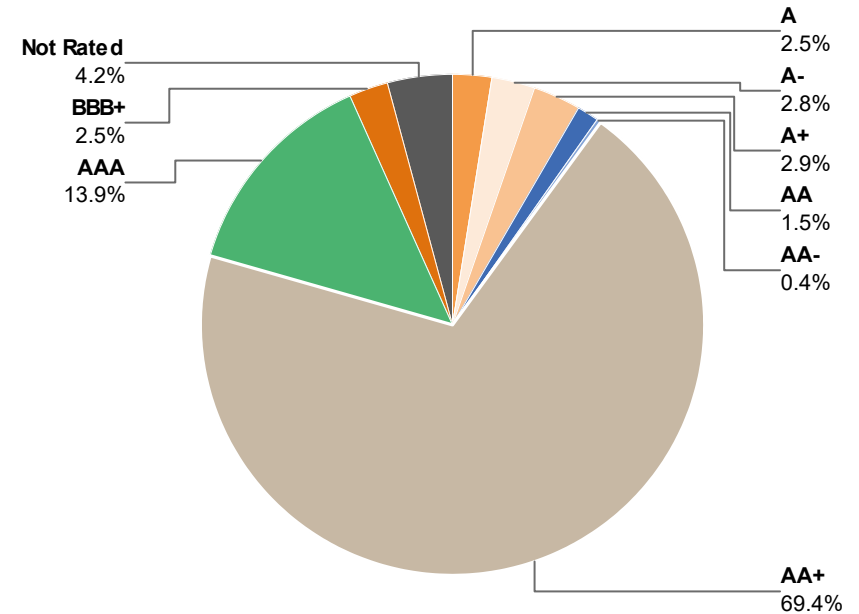
Contribution to Portfolio Duration



## Credit Quality

As of June 30, 2021

S&P Rating	Market Value (\$)	% of Portfolio
AA+	\$17,725,217	69.4%
AAA	\$3,550,950	13.9%
Not Rated	\$1,077,403	4.2%
A+	\$730,054	2.9%
A-	\$719,477	2.8%
A	\$645,513	2.5%
BBB+	\$632,091	2.5%
AA	\$370,509	1.5%
AA-	\$90,935	0.4%
<b>Totals</b>	<b>\$25,542,150</b>	<b>100.0%</b>



Detail may not add to total due to rounding.

## Issuer Distribution

As of June 30, 2021

Issuer	Market Value (\$)	% of Portfolio	Top 5 = 70.7%	Top 10 = 77.0%
UNITED STATES TREASURY	9,984,435	39.1%		
FREDDIE MAC	5,303,763	20.8%		
FANNIE MAE	1,937,809	7.6%		
ASIAN DEVELOPMENT BANK	419,369	1.6%		
CARMAX AUTO OWNER TRUST	410,617	1.6%		
AFRICAN DEVELOPMENT BANK	362,889	1.4%		
GM FINANCIAL CONSUMER AUTOMOBILE TRUST	347,148	1.4%		
JP MORGAN CHASE & CO	339,998	1.3%		
AMAZON.COM INC	304,861	1.2%		
AMERICAN EXPRESS CO	254,840	1.0%		
CITIGROUP INC	252,684	1.0%		
TOYOTA MOTOR CORP	247,107	1.0%		
NISSAN AUTO RECEIVABLES	240,850	0.9%		
BANK OF AMERICA CO	228,030	0.9%		
NEW YORK ST URBAN DEVELOPMENT CORP	219,351	0.9%		
WORLD OMNI AUTO REC TRUST	199,660	0.8%		
HONDA AUTO RECEIVABLES	190,479	0.8%		
DORMITORY AUTHORITY OF NEW YORK	190,442	0.8%		

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

## Portfolio Composition

Issuer	Market Value (\$)	% of Portfolio
CATERPILLAR INC	187,537	0.7%
HYUNDAI AUTO RECEIVABLES	177,001	0.7%
INTL BANK OF RECONSTRUCTION AND DEV	174,574	0.7%
DEERE & COMPANY	155,172	0.6%
NEW YORK & NEW JERSEY PORT AUTHORITY	151,946	0.6%
HARLEY-DAVIDSON MOTORCYCLE TRUST	150,659	0.6%
HONOLULU HI	147,569	0.6%
APPLE INC	141,173	0.6%
MORGAN STANLEY	139,814	0.6%
GM FINANCIAL LEASINGTRUST	134,893	0.5%
JOHN DEERE OWNER TRUST	131,029	0.5%
VERIZON OWNER TRUST	126,274	0.5%
INTER-AMERICAN DEVELOPMENT BANK	125,542	0.5%
CNH EQUIPMENT TRUST	121,323	0.5%
HONEYWELL INTERNATIONAL	120,029	0.5%
BRISTOL-MYERS SQUIBB CO	115,049	0.5%
ASTRAZENECA PLC	114,856	0.5%
AMERICAN HONDA FINANCE	111,650	0.4%
PACCAR FINANCIAL CORP	106,637	0.4%
FEDERAL HOME LOAN BANKS	103,643	0.4%
CHEVRON CORPORATION	90,935	0.4%



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

## Portfolio Composition

Issuer	Market Value (\$)	% of Portfolio
VERIZON MASTER TRUST	89,912	0.4%
UNITEDHEALTH GROUP INC	84,764	0.3%
THE BANK OF NEW YORK MELLON CORPORATION	76,728	0.3%
DISCOVER FINANCIAL SERVICES	76,159	0.3%
CHARLES SCHWAB	75,395	0.3%
GOLDMAN SACHS GROUP INC	74,999	0.3%
FLORIDA STATE BOARD OF ADMIN FIN CORP	65,648	0.3%
PEPSICO INC	65,508	0.3%
TOYOTA LEASE OWNER TRUST	65,046	0.3%
NATIONAL RURAL UTILITIES CO FINANCE CORP	64,745	0.3%
NEW JERSEY TURNPIKE AUTHORITY	55,022	0.2%
NISSAN AUTO LEASE TRUST	50,503	0.2%
CALIFORNIA EARTHQUAKE AUTHORITY	50,476	0.2%
BMW VEHICLE OWNER TRUST	50,138	0.2%
WELLS FARGO & COMPANY	49,738	0.2%
VOLKSWAGEN OF AMERICA	49,350	0.2%
CAPITAL ONE FINANCIAL CORP	48,789	0.2%
ALLY AUTO RECEIVABLES TRUST	47,385	0.2%
BMW FINANCIAL SERVICES NA LLC	45,035	0.2%
ADOBE INC	30,653	0.1%
MERCEDES-BENZ AUTO LEASE TRUST	25,038	0.1%

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

## Portfolio Composition

Issuer	Market Value (\$)	% of Portfolio
STATE OF CONNECTICUT	20,650	0.1%
MERCEDES-BENZ AUTO RECEIVABLES	18,829	0.1%
<b>Grand Total:</b>	<b>25,542,150</b>	<b>100.0%</b>

## Sector/Issuer Distribution

As of June 30, 2021

Sector / Issuer	Market Value (\$)	% of Sector	% of Total Portfolio
<b>ABS</b>			
ALLY AUTO RECEIVABLES TRUST	47,385	1.5%	0.2%
AMERICAN EXPRESS CO	254,840	8.0%	1.0%
BANK OF AMERICA CO	24,946	0.8%	0.1%
BMW FINANCIAL SERVICES NA LLC	45,035	1.4%	0.2%
BMW VEHICLE OWNER TRUST	50,138	1.6%	0.2%
CAPITAL ONE FINANCIAL CORP	48,789	1.5%	0.2%
CARMAX AUTO OWNER TRUST	410,617	12.9%	1.6%
CNH EQUIPMENT TRUST	121,323	3.8%	0.5%
DISCOVER FINANCIAL SERVICES	76,159	2.4%	0.3%
GM FINANCIAL CONSUMER AUTOMOBILE TRUST	347,148	10.9%	1.4%
GM FINANCIAL LEASINGTRUST	134,893	4.2%	0.5%
HARLEY-DAVIDSON MOTORCYCLE TRUST	150,659	4.7%	0.6%
HONDA AUTO RECEIVABLES	190,479	6.0%	0.7%
HYUNDAI AUTO RECEIVABLES	177,001	5.5%	0.7%
JOHN DEERE OWNER TRUST	131,029	4.1%	0.5%
MERCEDES-BENZ AUTO LEASE TRUST	25,038	0.8%	0.1%
MERCEDES-BENZ AUTO RECEIVABLES	18,829	0.6%	0.1%
NISSAN AUTO LEASE TRUST	50,503	1.6%	0.2%
NISSAN AUTO RECEIVABLES	240,850	7.5%	0.9%
TOYOTA LEASE OWNER TRUST	65,046	2.0%	0.3%
TOYOTA MOTOR CORP	116,629	3.7%	0.5%

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

## Portfolio Composition

Sector / Issuer	Market Value (\$)	% of Sector	% of Total Portfolio
VERIZON MASTER TRUST	89,912	2.8%	0.4%
VERIZON OWNER TRUST	126,274	4.0%	0.5%
VOLKSWAGEN OF AMERICA	49,350	1.5%	0.2%
WORLD OMNI AUTO REC TRUST	199,660	6.3%	0.8%
<b>Sector Total</b>	<b>3,192,534</b>	<b>100.0%</b>	<b>12.5%</b>
<b>Agency CMBS</b>			
FANNIE MAE	89,579	10.0%	0.4%
FREDDIE MAC	807,418	90.0%	3.2%
<b>Sector Total</b>	<b>896,997</b>	<b>100.0%</b>	<b>3.5%</b>
<b>Agency CMO</b>			
FANNIE MAE	78,982	100.0%	0.3%
<b>Sector Total</b>	<b>78,982</b>	<b>100.0%</b>	<b>0.3%</b>
<b>Agency MBS Pass Through</b>			
FANNIE MAE	649,089	82.1%	2.5%
FREDDIE MAC	141,598	17.9%	0.6%
<b>Sector Total</b>	<b>790,687</b>	<b>100.0%</b>	<b>3.1%</b>
<b>Corporate</b>			
ADOBE INC	30,653	1.0%	0.1%
AMAZON.COM INC	304,861	10.0%	1.2%
AMERICAN HONDA FINANCE	111,650	3.7%	0.4%

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

## Portfolio Composition

Sector / Issuer	Market Value (\$)	% of Sector	% of Total Portfolio
APPLE INC	141,173	4.6%	0.6%
ASTRAZENECA PLC	114,856	3.8%	0.4%
BANK OF AMERICA CO	203,084	6.7%	0.8%
BRISTOL-MYERS SQUIBB CO	115,049	3.8%	0.5%
CATERPILLAR INC	187,537	6.2%	0.7%
CHARLES SCHWAB	75,395	2.5%	0.3%
CHEVRON CORPORATION	90,935	3.0%	0.4%
CITIGROUP INC	252,684	8.3%	1.0%
DEERE & COMPANY	155,172	5.1%	0.6%
GOLDMAN SACHS GROUP INC	74,999	2.5%	0.3%
HONEYWELL INTERNATIONAL	120,029	4.0%	0.5%
JP MORGAN CHASE & CO	339,998	11.2%	1.3%
MORGAN STANLEY	139,814	4.6%	0.5%
NATIONAL RURAL UTILITIES CO FINANCE CORP	64,745	2.1%	0.3%
PACCAR FINANCIAL CORP	106,637	3.5%	0.4%
PEPSICO INC	65,508	2.2%	0.3%
THE BANK OF NEW YORK MELLON CORPORATION	76,728	2.5%	0.3%
TOYOTA MOTOR CORP	130,478	4.3%	0.5%
UNITEDHEALTH GROUP INC	84,764	2.8%	0.3%
WELLS FARGO & COMPANY	49,738	1.6%	0.2%
<b>Sector Total</b>	<b>3,036,487</b>	<b>100.0%</b>	<b>11.9%</b>
<b>Federal Agency</b>			
FANNIE MAE	1,120,160	20.1%	4.4%
FEDERAL HOME LOAN BANKS	103,643	1.9%	0.4%

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

## Portfolio Composition

Sector / Issuer	Market Value (\$)	% of Sector	% of Total Portfolio
FREDDIE MAC	4,354,747	78.1%	17.0%
<b>Sector Total</b>	<b>5,578,550</b>	<b>100.0%</b>	<b>21.8%</b>
<b>Municipal</b>			
CALIFORNIA EARTHQUAKE AUTHORITY	50,476	5.6%	0.2%
DORMITORY AUTHORITY OF NEW YORK	190,442	21.1%	0.7%
FLORIDA STATE BOARD OF ADMIN FIN CORP	65,648	7.3%	0.3%
HONOLULU HI	147,569	16.4%	0.6%
NEW JERSEY TURNPIKE AUTHORITY	55,022	6.1%	0.2%
NEW YORK & NEW JERSEY PORT AUTHORITY	151,946	16.9%	0.6%
NEW YORK ST URBAN DEVELOPMENT CORP	219,351	24.3%	0.9%
STATE OF CONNECTICUT	20,650	2.3%	0.1%
<b>Sector Total</b>	<b>901,104</b>	<b>100.0%</b>	<b>3.5%</b>
<b>Supranational</b>			
AFRICAN DEVELOPMENT BANK	362,889	33.5%	1.4%
ASIAN DEVELOPMENT BANK	419,369	38.7%	1.6%
INTER-AMERICAN DEVELOPMENT BANK	125,542	11.6%	0.5%
INTL BANK OF RECONSTRUCTION AND DEV	174,574	16.1%	0.7%
<b>Sector Total</b>	<b>1,082,375</b>	<b>100.0%</b>	<b>4.2%</b>
<b>U.S. Treasury</b>			
UNITED STATES TREASURY	9,984,435	100.0%	39.1%
<b>Sector Total</b>	<b>9,984,435</b>	<b>100.0%</b>	<b>39.1%</b>
<b>Portfolio Total</b>	<b>25,542,150</b>	<b>100.0%</b>	<b>100.0%</b>

## Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield at Market	Realized G/L (BV)
BUY									
4/6/21	4/14/21	60,000	380149AC8	GMCAR 2021-2 A3	0.51%	4/16/26	59,994.73	0.51%	
4/13/21	4/21/21	65,000	89238EAC0	TLOT 2021-A A3	0.39%	4/22/24	64,992.41	0.39%	
4/13/21	4/21/21	80,000	14314QAC8	CARMX 2021-2 A3	0.52%	2/17/26	79,982.76	0.52%	
4/13/21	4/20/21	175,000	459058JV6	INTL BK OF RECON AND DEV NOTE	0.12%	4/20/23	174,637.75	0.23%	
4/15/21	4/20/21	250,000	91282CBU4	US TREASURY NOTES	0.12%	3/31/23	249,870.60	0.16%	
4/20/21	4/28/21	55,000	44933LAC7	HART 2021-A A3	0.38%	9/15/25	54,994.21	0.38%	
4/22/21	4/23/21	275,000	91282CBV2	US TREASURY N/B NOTES	0.37%	4/15/24	275,387.77	0.33%	
4/27/21	4/29/21	250,000	91282CBV2	US TREASURY N/B NOTES	0.37%	4/15/24	250,221.41	0.35%	
4/27/21	5/4/21	90,000	172967MX6	CITIGROUP INC CORPORATE NOTES	0.98%	5/1/25	90,000.00	0.98%	
5/4/21	5/6/21	300,000	912828YM6	US TREASURY NOTES	1.50%	10/31/24	310,983.53	0.45%	
5/7/21	5/14/21	25,000	05522RDD7	BACCT 2021-A1 A	0.44%	9/15/26	24,999.57	0.44%	
5/10/21	5/12/21	180,000	023135BW5	AMAZON.COM INC CORPORATE NOTES	0.45%	5/12/24	179,737.20	0.50%	
5/11/21	5/19/21	90,000	98163LAC4	WOART 2021-B A3	0.42%	6/15/26	89,987.03	0.42%	
5/12/21	5/19/21	50,000	95000U2T9	WELLS FARGO & COMPANY CORP NOTES (CALLAB	0.80%	5/19/25	50,000.00	0.81%	
5/17/21	5/19/21	85,000	91324PEB4	UNITEDHEALTH GROUP INC (CALLABLE) CORP N	0.55%	5/15/24	84,911.60	0.59%	
5/18/21	5/26/21	95,000	380144AC9	GMALT 2021-2 A3	0.34%	5/20/24	94,985.09	0.35%	
5/18/21	5/25/21	90,000	92348KAA1	VZMT 2021-1 A	0.50%	5/20/27	89,993.39	0.50%	
5/24/21	6/1/21	50,000	46647PCH7	JPMORGAN CHASE & CO CORPORATE NOTES	0.82%	6/1/25	50,000.00	0.82%	
5/25/21	5/28/21	115,000	04636NAC7	ASTRAZENECA FINANCE LLC (CALLABLE) CORP	0.70%	5/28/24	114,989.65	0.70%	
6/2/21	6/7/21	250,000	912828YV6	US TREASURY NOTES	1.50%	11/30/24	259,329.53	0.43%	
6/16/21	6/23/21	35,000	64990FD43	NY ST DORM AUTH PITS TXBL REV BONDS	0.88%	3/15/25	35,000.00	0.89%	
6/17/21	6/21/21	150,000	91282CCG4	US TREASURY N/B NOTES	0.25%	6/15/24	149,220.99	0.43%	
6/18/21	6/22/21	250,000	91282CCG4	US TREASURY N/B NOTES	0.25%	6/15/24	248,322.50	0.48%	
6/24/21	6/29/21	250,000	91282CCG4	US TREASURY N/B NOTES	0.25%	6/15/24	248,451.64	0.46%	
6/28/21	6/29/21	250,000	91282CCG4	US TREASURY N/B NOTES	0.25%	6/15/24	248,432.11	0.47%	
Total BUY		3,565,000					3,579,425.47		

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

Portfolio Activity

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield at Market	Realized G/L (BV)
<b>INTEREST</b>									
4/1/21	4/25/21	99,877	3140J94Y4	FANNIE MAE POOL	2.50%	3/1/29	208.08		
4/1/21	4/25/21	126,839	3140X4TN6	FN FM1456	2.50%	9/1/28	264.25		
4/1/21	4/25/21	47,914	3136AEGQ4	FNA 2013-M7 A2	2.28%	12/1/22	101.93		
4/1/21	4/25/21	150,000	3137B1BS0	FHLMC MULTIFAMILY STRUCTURED P	2.51%	11/1/22	313.75		
4/1/21	4/25/21	13,641	3137FKK39	FHMS KP05 A	3.20%	7/1/23	36.41		
4/1/21	4/25/21	68,396	3131XBNF2	FR ZK7590	3.00%	1/1/29	170.99		
4/1/21	4/25/21	86,692	3136AAZ57	FNR 2012-145 EA	1.25%	1/1/28	90.30		
4/1/21	4/25/21	175,000	3137AYCE9	FHLMC MULTIFAMILY STRUCTURED P	2.68%	10/1/22	391.13		
4/1/21	4/25/21	47,246	3136ABPW7	FNA 2013-M1 A2	2.36%	8/1/22	99.91		
4/1/21	4/25/21	57,274	3138ETXC5	FN AL8774	3.00%	3/1/29	143.18		
4/1/21	4/25/21	53,404	3137FQ3V3	FHMS KJ27 A1	2.09%	7/1/24	115.86		
4/1/21	4/25/21	100,000	3137AWQH1	FHLMC MULTIFAMILY STRUCTURED P	2.30%	8/1/22	192.25		
4/1/21	4/25/21	142,063	3137ASNJ9	FHMS K019 A2	2.27%	3/1/22	268.97		
4/1/21	4/1/21	0	MONEY0002	MONEY MARKET FUND			1.44		
4/1/21	4/25/21	79,753	3131X85Q5	FREDDIE MAC POOL	2.00%	4/1/28	132.92		
4/1/21	4/25/21	80,890	3138Y8UX6	FANNIE MAE POOL	2.50%	11/1/29	168.52		
4/1/21	4/25/21	89,373	3138MRLV1	FANNIE MAE POOL	2.50%	1/1/28	186.19		
4/1/21	4/25/21	133,080	3140J86X6	FN BM4485	3.00%	9/1/30	332.70		
4/1/21	4/25/21	175,000	3137AVXN2	FHLMC MULTIFAMILY STRUCTURED P	2.35%	7/1/22	343.44		
4/1/21	4/25/21	93,091	3138MFUC9	FN AQ0578	2.50%	11/1/27	193.94		
4/3/21	4/3/21	360,000	008281BC0	AFRICAN DEVELOPMENT BANK SUPRANATL	0.75%	4/3/23	1,350.00		
4/6/21	4/6/21	190,000	045167EX7	ASIAN DEVELOPMENT BANK NOTES	0.25%	10/6/23	237.50		
4/7/21	4/7/21	35,000	713448FB9	PEPSICO INC CORPORATE NOTES	0.40%	10/7/23	70.00		
4/7/21	4/7/21	210,000	045167ET6	ASIAN DEVELOPMENT BANK SUPRANATL	0.62%	4/7/22	656.25		
4/10/21	4/10/21	20,000	24422EVJ5	JOHN DEERE CAPITAL CORP CORPORATE NOTES	0.40%	10/10/23	40.22		



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

Portfolio Activity

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield at Market	Realized G/L (BV)
4/15/21	4/15/21	25,000	58769EAC2	MBALT 2020-B A3	0.40%	11/15/23	8.33		
4/15/21	4/15/21	75,000	254683CK9	DCENT 2019-A1	3.04%	7/15/24	190.00		
4/15/21	4/15/21	21,761	47788EAC2	JDOT 2018-B A3	3.08%	11/15/22	55.85		
4/15/21	4/15/21	19,738	65479PAD1	NALT 2019-A A3	2.76%	3/15/22	45.40		
4/15/21	4/15/21	37,586	02007JAC1	ALLYA 2018-3 A3	3.00%	1/15/23	93.97		
4/15/21	4/15/21	52,731	44933AAC1	HART 2018-B A3	3.20%	12/15/22	140.62		
4/15/21	4/15/21	79,538	89231AAD3	TOYOTA ABS 2018-C A3	3.02%	12/15/22	200.17		
4/15/21	4/15/21	38,012	14313FAD1	CARMAX AUTO OWNER TRUST	3.13%	6/15/23	99.15		
4/15/21	4/15/21	117,076	14315NAC4	CARMAX AUTO OWNER TRUST	3.05%	3/15/24	297.57		
4/15/21	4/15/21	75,000	41284UAD6	HDMOT 2020-A A3	1.87%	10/15/24	116.88		
4/15/21	4/15/21	70,000	12598AAC4	CNH 2021-A A3	0.40%	12/15/25	23.33		
4/15/21	4/15/21	81,666	98162YAD5	WOART 2019-A A3	3.04%	5/15/24	206.89		
4/15/21	4/15/21	63,248	14042WAC4	COPAR 2019-1 A3	2.51%	11/15/23	132.29		
4/15/21	4/15/21	75,000	14315XAC2	CARMX 2020-1 A3	1.89%	12/16/24	118.13		
4/15/21	4/15/21	32,091	58772RAD6	MBART 2018-1 A3	3.03%	1/15/23	81.03		
4/15/21	4/15/21	92,601	89231PAD0	TOYOTA AUTO RECEIVABLES OWNER	3.18%	3/15/23	245.39		
4/15/21	4/15/21	60,000	14316HAC6	CARMX 2020-4 A3	0.50%	8/15/25	25.00		
4/15/21	4/15/21	45,000	47788UAC6	JDOT 2021-A A3	0.36%	9/15/25	15.75		
4/15/21	4/15/21	10,556	58772TAC4	MBALT 2019-A A3	3.10%	11/15/21	27.27		
4/15/21	4/15/21	100,000	02588QAB4	AMXCA 2019-1 A	2.87%	10/15/24	239.17		
4/15/21	4/15/21	29,256	12596EAC8	CNH 2018-B A3	3.19%	11/15/23	77.77		
4/15/21	4/15/21	150,000	14041NFU0	COMET 2019-A2 A2	1.72%	8/15/24	215.00		
4/15/21	4/15/21	75,000	65479CAD0	NAROT 2020-B A3	0.55%	7/15/24	34.38		
4/15/21	4/15/21	40,000	14316NAC3	CARMX 2021-1 A3	0.34%	12/15/25	11.33		
4/15/21	4/15/21	150,000	02587AAN4	AMXCA 2019-2 A	2.67%	11/15/24	333.75		
4/15/21	4/15/21	75,453	44932NAD2	HYUNDAI AUTO RECEIVABLES TRUST	2.66%	6/15/23	167.25		
4/15/21	4/15/21	39,820	02004WAC5	ALLYA 2019-1 A3	2.91%	9/15/23	96.56		
4/15/21	4/15/21	35,000	44933FAC0	HART 2020-B A3	0.48%	12/16/24	14.00		
4/15/21	4/15/21	35,000	14315FAD9	CARMX 2020-3 A3	0.62%	3/17/25	18.08		
4/15/21	4/15/21	61,526	98163EAD8	WORLD OMNI AUTO RECEIVABLES TR	3.13%	11/15/23	160.48		

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

Portfolio Activity

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield at Market	Realized G/L (BV)
4/15/21	4/15/21	42,726	65479GAD1	NAROT 2018-B A3	3.06%	3/15/23	108.95		
4/15/21	4/15/21	71,956	65479KAD2	NAROT 2019-A A3	2.90%	10/15/23	173.89		
4/15/21	4/15/21	50,436	47789JAD8	JDOT 2019-A A3	2.91%	7/15/23	122.31		
4/15/21	4/15/21	77,466	43815AAC6	HAROT 2018-4 A3	3.16%	1/15/23	203.99		
4/15/21	4/15/21	75,000	41284NAC4	HDMOT 2021-A A3	0.37%	4/15/26	23.13		
4/15/21	4/15/21	12,651	34532FAD4	FORDL 2019-A A3	2.90%	5/15/22	30.57		
4/15/21	4/15/21	50,000	65480EAD3	NALT 2020-B A3	0.43%	10/16/23	17.92		
4/15/21	4/15/21	350,000	91282CAP6	US TREASURY NOTES	0.12%	10/15/23	218.75		
4/15/21	4/15/21	35,831	12596JAC7	CNH EQUIPMENT TRUST	3.01%	4/15/24	89.88		
4/15/21	4/15/21	110,096	65478NAD7	NAROT 2018-C A3	3.22%	6/15/23	295.42		
4/15/21	4/15/21	40,000	47787NAC3	JDOT 2020-B A3	0.51%	11/15/24	17.00		
4/16/21	4/16/21	100,000	36258NAC6	GMCAR 2020-1 A3	1.84%	9/16/24	153.33		
4/16/21	4/16/21	115,000	3137EAEY1	FREDDIE MAC NOTES	0.12%	10/16/23	71.88		
4/16/21	4/16/21	86,897	38013FAD3	GMCAR 2018-4 A3	3.21%	10/16/23	232.45		
4/16/21	4/16/21	31,103	36255JAD6	GMCAR 2018-3 A3	3.02%	5/16/23	78.28		
4/16/21	4/16/21	100,000	362590AC5	GMCAR 2020-3 A3	0.45%	4/16/25	37.50		
4/18/21	4/18/21	125,000	43813KAC6	HAROT 2020-3 A3	0.37%	10/18/24	38.54		
4/20/21	4/20/21	1,719	36256UAD0	GMALT 2019-1 A3	2.98%	12/20/21	4.27		
4/20/21	4/20/21	73,877	92869BAD4	VALET 2018-2 A3	3.25%	4/20/23	200.08		
4/20/21	4/20/21	40,000	362569AC9	GMALT 2020-3 A3	0.45%	8/21/23	15.00		
4/20/21	4/20/21	60,000	92290BAA9	VZOT 2020-B A	0.47%	2/20/25	23.50		
4/20/21	4/20/21	65,000	92348TAA2	VZOT 2020-A A1A	1.85%	7/22/24	100.21		
4/20/21	4/20/21	4,447	05586VAC6	BMW VEHICLE LEASE TRUST	2.84%	11/22/21	10.52		
4/20/21	4/20/21	465,000	3137EAEQ8	FREDDIE MAC NOTES	0.37%	4/20/23	871.88		
4/21/21	4/21/21	22,827	43815HAC1	HONDA AUTO RECEIVABLES OWNER T	2.95%	8/21/22	56.12		
4/25/21	4/25/21	45,000	05591RAC8	BMWLT 2021-1 A3	0.29%	1/25/24	16.32		
4/25/21	4/25/21	250,000	172967LG4	CITIGROUP INC CORP (CALLABLE) NOTES	2.75%	4/25/22	3,437.50		
4/25/21	4/25/21	50,000	09661RAD3	BMWOT 2020-A A3	0.48%	10/25/24	20.00		
5/1/21	5/25/21	52,335	3137FQ3V3	FHMS KJ27 A1	2.09%	7/1/24	150.96		
5/1/21	5/1/21	65,000	713448EY0	PEPSICO INC CORPORATE NOTES	0.75%	5/1/23	243.75		

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

Portfolio Activity

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield at Market	Realized G/L (BV)
5/1/21	5/25/21	175,000	3137AYCE9	FHLMC MULTIFAMILY STRUCTURED P	2.68%	10/1/22	391.13		
5/1/21	5/25/21	77,339	3131X85Q5	FREDDIE MAC POOL	2.00%	4/1/28	128.90		
5/1/21	5/25/21	66,328	3131XBNF2	FR ZK7590	3.00%	1/1/29	165.82		
5/1/21	5/25/21	46,522	3136AEGQ4	FNA 2013-M7 A2	2.28%	12/1/22	88.39		
5/1/21	5/25/21	46,024	3136ABPW7	FNA 2013-M1 A2	2.36%	8/1/22	97.95		
5/1/21	5/25/21	141,684	3137ASNJ9	FHMS K019 A2	2.27%	3/1/22	268.25		
5/1/21	5/25/21	13,622	3137FKK39	FHMS KP05 A	3.20%	7/1/23	36.36		
5/1/21	5/25/21	54,994	3138ETXC5	FN AL8774	3.00%	3/1/29	137.48		
5/1/21	5/25/21	100,000	3137AWQH1	FHLMC MULTIFAMILY STRUCTURED P	2.30%	8/1/22	192.25		
5/1/21	5/25/21	82,838	3136AAZ57	FNR 2012-145 EA	1.25%	1/1/28	86.29		
5/1/21	5/25/21	90,359	3138MFUC9	FN AQ0578	2.50%	11/1/27	188.25		
5/1/21	5/25/21	96,432	3140J94Y4	FANNIE MAE POOL	2.50%	3/1/29	200.90		
5/1/21	5/25/21	86,913	3138MRLV1	FANNIE MAE POOL	2.50%	1/1/28	181.07		
5/1/21	5/25/21	174,858	3137AVXN2	FHLMC MULTIFAMILY STRUCTURED P	2.35%	7/1/22	343.16		
5/1/21	5/25/21	130,061	3140J86X6	FN BM4485	3.00%	9/1/30	325.15		
5/1/21	5/25/21	79,235	3138Y8UX6	FANNIE MAE POOL	2.50%	11/1/29	165.07		
5/1/21	5/25/21	122,400	3140X4TN6	FN FM1456	2.50%	9/1/28	255.00		
5/1/21	5/25/21	150,000	3137B1BS0	FHLMC MULTIFAMILY STRUCTURED P	2.51%	11/1/22	313.75		
5/3/21	5/3/21	0	MONEY0002	MONEY MARKET FUND			0.83		
5/5/21	5/5/21	525,000	3137EAER6	FREDDIE MAC NOTES	0.37%	5/5/23	984.38		
5/6/21	5/6/21	765,000	3137EAEZ8	FREDDIE MAC NOTES	0.25%	11/6/23	961.56		
5/11/21	5/11/21	60,000	166764BV1	CHEVRON CORP CORPORATE NOTES	1.14%	5/11/23	342.30		
5/11/21	5/11/21	140,000	037833DV9	APPLE INC CORPORATE NOTES	0.75%	5/11/23	525.00		
5/13/21	5/13/21	115,000	110122DT2	BRISTOL-MYERS SQUIBB CO (CALLABLE) CORP	0.53%	11/13/23	308.78		
5/15/21	5/15/21	70,000	12598AAC4	CNH 2021-A A3	0.40%	12/15/25	23.33		
5/15/21	5/15/21	35,000	44933FAC0	HART 2020-B A3	0.48%	12/16/24	14.00		
5/15/21	5/15/21	57,614	14042WAC4	COPAR 2019-1 A3	2.51%	11/15/23	120.51		
5/15/21	5/15/21	510,000	91282CAW1	US TREASURY NOTES	0.25%	11/15/23	637.50		
5/15/21	5/15/21	36,004	02004WAC5	ALLYA 2019-1 A3	2.91%	9/15/23	87.31		
5/15/21	5/15/21	175,000	912828ZP8	US TREASURY NOTES	0.12%	5/15/23	109.38		

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

Portfolio Activity

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield at Market	Realized G/L (BV)
5/15/21	5/15/21	75,000	254683CK9	DCENT 2019-A1	3.04%	7/15/24	190.00		
5/15/21	5/15/21	45,045	44933AAC1	HART 2018-B A3	3.20%	12/15/22	120.12		
5/15/21	5/15/21	30,306	02007JAC1	ALLYA 2018-3 A3	3.00%	1/15/23	75.77		
5/15/21	5/15/21	67,856	44932NAD2	HYUNDAI AUTO RECEIVABLES TRUST	2.66%	6/15/23	150.42		
5/15/21	5/15/21	75,000	41284UAD6	HDMOT 2020-A A3	1.87%	10/15/24	116.88		
5/15/21	5/15/21	40,000	47787NAC3	JDOT 2020-B A3	0.51%	11/15/24	17.00		
5/15/21	5/15/21	98,746	65478NAD7	NAROT 2018-C A3	3.22%	6/15/23	264.97		
5/15/21	5/15/21	75,000	14315XAC2	CARMX 2020-1 A3	1.89%	12/16/24	118.13		
5/15/21	5/15/21	81,945	89231PAD0	TOYOTA AUTO RECEIVABLES OWNER	3.18%	3/15/23	217.15		
5/15/21	5/15/21	150,000	14041NFU0	COMET 2019-A2 A2	1.72%	8/15/24	215.00		
5/15/21	5/15/21	80,000	14314QAC8	CARMX 2021-2 A3	0.52%	2/17/26	27.73		
5/15/21	5/15/21	45,000	47788UAC6	JDOT 2021-A A3	0.36%	9/15/25	13.50		
5/15/21	5/15/21	25,000	58769EAC2	MBALT 2020-B A3	0.40%	11/15/23	8.33		
5/15/21	5/15/21	12,645	65479PAD1	NALT 2019-A A3	2.76%	3/15/22	29.08		
5/15/21	5/15/21	68,086	43815AAC6	HAROT 2018-4 A3	3.16%	1/15/23	179.29		
5/15/21	5/15/21	37,602	65479GAD1	NAROT 2018-B A3	3.06%	3/15/23	95.88		
5/15/21	5/15/21	74,865	98162YAD5	WOART 2019-A A3	3.04%	5/15/24	189.66		
5/15/21	5/15/21	33,558	12596JAC7	CNH EQUIPMENT TRUST	3.01%	4/15/24	84.18		
5/15/21	5/15/21	35,000	14315FAD9	CARMX 2020-3 A3	0.62%	3/17/25	18.08		
5/15/21	5/15/21	33,582	14313FAD1	CARMAX AUTO OWNER TRUST	3.13%	6/15/23	87.59		
5/15/21	5/15/21	68,530	89231AAD3	TOYOTA ABS 2018-C A3	3.02%	12/15/22	172.47		
5/15/21	5/15/21	40,000	14316NAC3	CARMX 2021-1 A3	0.34%	12/15/25	11.33		
5/15/21	5/15/21	5,568	34532FAD4	FORDL 2019-A A3	2.90%	5/15/22	13.46		
5/15/21	5/15/21	45,731	47789JAD8	JDOT 2019-A A3	2.91%	7/15/23	110.90		
5/15/21	5/15/21	26,993	58772RAD6	MBART 2018-1 A3	3.03%	1/15/23	68.16		
5/15/21	5/15/21	150,000	02587AAN4	AMXCA 2019-2 A	2.67%	11/15/24	333.75		
5/15/21	5/15/21	50,000	65480EAD3	NALT 2020-B A3	0.43%	10/16/23	17.92		
5/15/21	5/15/21	100,000	02588QAB4	AMXCA 2019-1 A	2.87%	10/15/24	239.17		
5/15/21	5/15/21	25,695	12596EAC8	CNH 2018-B A3	3.19%	11/15/23	68.31		
5/15/21	5/15/21	75,000	41284NAC4	HDMOT 2021-A A3	0.37%	4/15/26	23.13		

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

Portfolio Activity

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield at Market	Realized G/L (BV)
5/15/21	5/15/21	55,247	98163EAD8	WORLD OMNI AUTO RECEIVABLES TR	3.13%	11/15/23	144.10		
5/15/21	5/15/21	65,614	65479KAD2	NAROT 2019-A A3	2.90%	10/15/23	158.57		
5/15/21	5/15/21	107,738	14315NAC4	CARMAX AUTO OWNER TRUST	3.05%	3/15/24	273.83		
5/15/21	5/15/21	55,000	44933LAC7	HART 2021-A A3	0.38%	9/15/25	9.87		
5/15/21	5/15/21	75,000	65479CAD0	NAROT 2020-B A3	0.55%	7/15/24	34.38		
5/15/21	5/15/21	17,062	47788EAC2	JDOT 2018-B A3	3.08%	11/15/22	43.79		
5/15/21	5/15/21	60,000	14316HAC6	CARMX 2020-4 A3	0.50%	8/15/25	25.00		
5/16/21	5/16/21	100,000	36258NAC6	GMCAR 2020-1 A3	1.84%	9/16/24	153.33		
5/16/21	5/16/21	100,000	362590AC5	GMCAR 2020-3 A3	0.45%	4/16/25	37.50		
5/16/21	5/16/21	27,528	36255JAD6	GMCAR 2018-3 A3	3.02%	5/16/23	69.28		
5/16/21	5/16/21	60,000	380149AC8	GMCAR 2021-2 A3	0.51%	4/16/26	28.05		
5/16/21	5/16/21	78,454	38013FAD3	GMCAR 2018-4 A3	3.21%	10/16/23	209.86		
5/17/21	5/17/21	75,000	38141GXL3	GOLDMAN SACHS GROUP INC CORPORATE NOTES	0.62%	11/17/23	232.51		
5/18/21	5/18/21	125,000	43813KAC6	HAROT 2020-3 A3	0.37%	10/18/24	38.54		
5/18/21	5/18/21	110,000	14913Q3C1	CATERPILLAR FINL SERVICE NOTES	1.95%	11/18/22	1,072.50		
5/20/21	5/20/21	40,000	362569AC9	GMALT 2020-3 A3	0.45%	8/21/23	15.00		
5/20/21	5/20/21	65,000	92348TAA2	VZOT 2020-A A1A	1.85%	7/22/24	100.21		
5/20/21	5/20/21	65,000	89238EAC0	TLOT 2021-A A3	0.39%	4/22/24	20.42		
5/20/21	5/20/21	60,000	92290BAA9	VZOT 2020-B A	0.47%	2/20/25	23.50		
5/20/21	5/20/21	64,170	92869BAD4	VALET 2018-2 A3	3.25%	4/20/23	173.79		
5/20/21	5/20/21	110,000	02665WDF5	AMERICAN HONDA FINANCE CORP NOTES	1.95%	5/20/22	1,072.50		
5/21/21	5/21/21	18,881	43815HAC1	HONDA AUTO RECEIVABLES OWNER T	2.95%	8/21/22	46.42		
5/22/21	5/22/21	640,000	3135G04Q3	FANNIE MAE NOTES	0.25%	5/22/23	800.00		
5/24/21	5/24/21	125,000	4581X0DM7	INTER-AMERICAN DEVEL BK NOTES	0.50%	5/24/23	312.50		
5/25/21	5/25/21	45,000	05591RAC8	BMWLT 2021-1 A3	0.29%	1/25/24	10.88		
5/25/21	5/25/21	50,000	09661RAD3	BMWOT 2020-A A3	0.48%	10/25/24	20.00		
5/31/21	5/31/21	750,000	912828XR6	US TREASURY NOTES	1.75%	5/31/22	6,562.50		
6/1/21	6/25/21	100,000	3137AWQH1	FHLMC MULTIFAMILY STRUCTURED P	2.30%	8/1/22	192.25		
6/1/21	6/25/21	75,269	3138Y8UX6	FANNIE MAE POOL	2.50%	11/1/29	156.81		
6/1/21	6/25/21	44,697	3136ABPW7	FNA 2013-M1 A2	2.36%	8/1/22	98.40		

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

Portfolio Activity

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield at Market	Realized G/L (BV)
6/1/21	6/25/21	64,165	3131XBNF2	FR ZK7590	3.00%	1/1/29	160.41		
6/1/21	6/25/21	80,712	3136AAZ57	FNR 2012-145 EA	1.25%	1/1/28	84.08		
6/1/21	6/25/21	46,417	3136AEGQ4	FNA 2013-M7 A2	2.28%	12/1/22	88.19		
6/1/21	6/25/21	8,082	3137FKK39	FHMS KP05 A	3.20%	7/1/23	21.57		
6/1/21	6/25/21	141,283	3137ASNJ9	FHMS K019 A2	2.27%	3/1/22	278.91		
6/1/21	6/25/21	53,331	3138ETXC5	FN AL8774	3.00%	3/1/29	133.33		
6/1/21	6/1/21	0	MONEY0002	MONEY MARKET FUND			0.27		
6/1/21	6/25/21	174,376	3137AVXN2	FHLMC MULTIFAMILY STRUCTURED P	2.35%	7/1/22	342.21		
6/1/21	6/25/21	93,441	3140J94Y4	FANNIE MAE POOL	2.50%	3/1/29	194.67		
6/1/21	6/25/21	84,844	3138MRLV1	FANNIE MAE POOL	2.50%	1/1/28	176.76		
6/1/21	6/25/21	74,882	3131X85Q5	FREDDIE MAC POOL	2.00%	4/1/28	124.80		
6/1/21	6/25/21	87,850	3138MFUC9	FN AQ0578	2.50%	11/1/27	183.02		
6/1/21	6/25/21	150,000	3137B1BS0	FHLMC MULTIFAMILY STRUCTURED P	2.51%	11/1/22	313.75		
6/1/21	6/25/21	125,978	3140J86X6	FN BM4485	3.00%	9/1/30	314.95		
6/1/21	6/25/21	175,000	3137AYCE9	FHLMC MULTIFAMILY STRUCTURED P	2.68%	10/1/22	391.13		
6/1/21	6/25/21	49,411	3137FQ3V3	FHMS KJ27 A1	2.09%	7/1/24	119.91		
6/1/21	6/25/21	118,445	3140X4TN6	FN FM1456	2.50%	9/1/28	246.76		
6/3/21	6/3/21	125,000	023135BP0	AMAZON.COM INC CORPORATE NOTES	0.40%	6/3/23	250.00		
6/4/21	6/4/21	490,000	3137EAFA2	FREDDIE MAC NOTES	0.25%	12/4/23	612.50		
6/8/21	6/8/21	45,000	69371RQ82	PACCAR FINANCIAL CORP CORPORATE NOTES	0.80%	6/8/23	180.00		
6/9/21	6/9/21	100,000	3133834G3	FEDERAL HOME LOAN BANKS NOTES	2.12%	6/9/23	1,062.50		
6/15/21	6/15/21	75,000	65479CAD0	NAROT 2020-B A3	0.55%	7/15/24	34.38		
6/15/21	6/15/21	150,000	02587AAN4	AMXCA 2019-2 A	2.67%	11/15/24	333.75		
6/15/21	6/15/21	80,000	14314QAC8	CARMX 2021-2 A3	0.52%	2/17/26	34.67		
6/15/21	6/15/21	23,753	02007JAC1	ALLYA 2018-3 A3	3.00%	1/15/23	59.38		
6/15/21	6/15/21	52,639	14042WAC4	COPAR 2019-1 A3	2.51%	11/15/23	110.10		
6/15/21	6/15/21	33,092	65479GAD1	NAROT 2018-B A3	3.06%	3/15/23	84.38		
6/15/21	6/15/21	29,614	14313FAD1	CARMAX AUTO OWNER TRUST	3.13%	6/15/23	77.24		
6/15/21	6/15/21	70,000	12598AAC4	CNH 2021-A A3	0.40%	12/15/25	23.33		
6/15/21	6/15/21	59,301	89231AAD3	TOYOTA ABS 2018-C A3	3.02%	12/15/22	149.24		

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

Portfolio Activity

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield at Market	Realized G/L (BV)
6/15/21	6/15/21	25,000	58769EAC2	MBALT 2020-B A3	0.40%	11/15/23	8.33		
6/15/21	6/15/21	75,000	254683CK9	DCENT 2019-A1	3.04%	7/15/24	190.00		
6/15/21	6/15/21	11,674	47788EAC2	JDOT 2018-B A3	3.08%	11/15/22	29.96		
6/15/21	6/15/21	72,739	89231PAD0	TOYOTA AUTO RECEIVABLES OWNER	3.18%	3/15/23	192.76		
6/15/21	6/15/21	25,000	05522RDD7	BACCT 2021-A1 A	0.44%	9/15/26	9.48		
6/15/21	6/15/21	100,000	02588QAB4	AMXCA 2019-1 A	2.87%	10/15/24	239.17		
6/15/21	6/15/21	61,008	44932NAD2	HYUNDAI AUTO RECEIVABLES TRUST	2.66%	6/15/23	135.23		
6/15/21	6/15/21	68,921	98162YAD5	WOART 2019-A A3	3.04%	5/15/24	174.60		
6/15/21	6/15/21	40,000	14316NAC3	CARMX 2021-1 A3	0.34%	12/15/25	11.33		
6/15/21	6/15/21	40,000	47787NAC3	JDOT 2020-B A3	0.51%	11/15/24	17.00		
6/15/21	6/15/21	39,966	47789JAD8	JDOT 2019-A A3	2.91%	7/15/23	96.92		
6/15/21	6/15/21	98,968	14315NAC4	CARMAX AUTO OWNER TRUST	3.05%	3/15/24	251.54		
6/15/21	6/15/21	35,000	14315FAD9	CARMX 2020-3 A3	0.62%	3/17/25	18.08		
6/15/21	6/15/21	55,000	44933LAC7	HART 2021-A A3	0.38%	9/15/25	17.42		
6/15/21	6/15/21	32,034	12596JAC7	CNH EQUIPMENT TRUST	3.01%	4/15/24	80.35		
6/15/21	6/15/21	59,746	43815AAC6	HAROT 2018-4 A3	3.16%	1/15/23	157.33		
6/15/21	6/15/21	45,000	47788UAC6	JDOT 2021-A A3	0.36%	9/15/25	13.50		
6/15/21	6/15/21	35,000	44933FAC0	HART 2020-B A3	0.48%	12/16/24	14.00		
6/15/21	6/15/21	89,183	65478NAD7	NAROT 2018-C A3	3.22%	6/15/23	239.31		
6/15/21	6/15/21	300,000	91282CBA8	US TREASURY NOTES	0.12%	12/15/23	187.50		
6/15/21	6/15/21	50,000	65480EAD3	NALT 2020-B A3	0.43%	10/16/23	17.92		
6/15/21	6/15/21	22,628	58772RAD6	MBART 2018-1 A3	3.03%	1/15/23	57.14		
6/15/21	6/15/21	32,544	02004WAC5	ALLYA 2019-1 A3	2.91%	9/15/23	78.92		
6/15/21	6/15/21	6,828	65479PAD1	NALT 2019-A A3	2.76%	3/15/22	15.70		
6/15/21	6/15/21	38,034	44933AAC1	HART 2018-B A3	3.20%	12/15/22	101.42		
6/15/21	6/15/21	59,996	65479KAD2	NAROT 2019-A A3	2.90%	10/15/23	144.99		
6/15/21	6/15/21	75,000	14315XAC2	CARMX 2020-1 A3	1.89%	12/16/24	118.13		
6/15/21	6/15/21	49,663	98163EAD8	WORLD OMNI AUTO RECEIVABLES TR	3.13%	11/15/23	129.54		
6/15/21	6/15/21	75,000	41284NAC4	HDMOT 2021-A A3	0.37%	4/15/26	23.13		
6/15/21	6/15/21	90,000	98163LAC4	WOART 2021-B A3	0.42%	6/15/26	27.30		

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

Portfolio Activity

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield at Market	Realized G/L (BV)
6/15/21	6/15/21	22,492	12596EAC8	CNH 2018-B A3	3.19%	11/15/23	59.79		
6/15/21	6/15/21	150,000	14041NFU0	COMET 2019-A2 A2	1.72%	8/15/24	215.00		
6/15/21	6/15/21	60,000	14316HAC6	CARMX 2020-4 A3	0.50%	8/15/25	25.00		
6/15/21	6/15/21	75,000	41284UAD6	HDMOT 2020-A A3	1.87%	10/15/24	116.88		
6/16/21	6/16/21	24,230	36255JAD6	GMCAR 2018-3 A3	3.02%	5/16/23	60.98		
6/16/21	6/16/21	100,000	36258NAC6	GMCAR 2020-1 A3	1.84%	9/16/24	153.33		
6/16/21	6/16/21	70,937	38013FAD3	GMCAR 2018-4 A3	3.21%	10/16/23	189.76		
6/16/21	6/16/21	100,000	362590AC5	GMCAR 2020-3 A3	0.45%	4/16/25	37.50		
6/16/21	6/16/21	60,000	380149AC8	GMCAR 2021-2 A3	0.51%	4/16/26	25.50		
6/18/21	6/18/21	125,000	43813KAC6	HAROT 2020-3 A3	0.37%	10/18/24	38.54		
6/20/21	6/20/21	65,000	92348TAA2	VZOT 2020-A A1A	1.85%	7/22/24	100.21		
6/20/21	6/20/21	40,000	362569AC9	GMALT 2020-3 A3	0.45%	8/21/23	15.00		
6/20/21	6/20/21	65,000	89238EAC0	TLOT 2021-A A3	0.39%	4/22/24	21.13		
6/20/21	6/20/21	95,000	380144AC9	GMALT 2021-2 A3	0.34%	5/20/24	22.43		
6/20/21	6/20/21	60,000	92290BAA9	VZOT 2020-B A	0.47%	2/20/25	23.50		
6/20/21	6/20/21	56,038	92869BAD4	VALET 2018-2 A3	3.25%	4/20/23	151.77		
6/21/21	6/21/21	15,556	43815HAC1	HONDA AUTO RECEIVABLES OWNER T	2.95%	8/21/22	38.24		
6/25/21	6/25/21	45,000	05591RAC8	BMWLT 2021-1 A3	0.29%	1/25/24	10.88		
6/25/21	6/25/21	50,000	09661RAD3	BMWOT 2020-A A3	0.48%	10/25/24	20.00		
6/26/21	6/26/21	455,000	3137EAES4	FREDDIE MAC NOTES	0.25%	6/26/23	568.75		
<b>Total INTEREST</b>		<b>22,930,999</b>					<b>50,636.90</b>		
<b>MATURITY</b>									
4/26/21	4/26/21	100,000	38141GWC4	GOLDMAN SACHS GROUP INC (CALLED, OMD 04/	3.00%	4/26/21	101,500.00		0.00
<b>Total MATURITY</b>		<b>100,000</b>					<b>101,500.00</b>		<b>0.00</b>



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

Portfolio Activity

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield at Market	Realized G/L (BV)
<b>PAYDOWNS</b>									
4/1/21	4/25/21	1,655	3138Y8UX6	FANNIE MAE POOL	2.50%	11/1/29	1,655.11		0.00
4/1/21	4/25/21	3,446	3140J94Y4	FANNIE MAE POOL	2.50%	3/1/29	3,445.59		0.00
4/1/21	4/25/21	4,439	3140X4TN6	FN FM1456	2.50%	9/1/28	4,438.63		0.00
4/1/21	4/25/21	1,069	3137FQ3V3	FHMS KJ27 A1	2.09%	7/1/24	1,069.25		0.00
4/1/21	4/25/21	2,414	3131X85Q5	FREDDIE MAC POOL	2.00%	4/1/28	2,413.78		0.00
4/1/21	4/25/21	3,854	3136AAZ57	FNR 2012-145 EA	1.25%	1/1/28	3,854.11		0.00
4/1/21	4/25/21	2,280	3138ETXC5	FN AL8774	3.00%	3/1/29	2,280.23		0.00
4/1/21	4/25/21	1,392	3136AEGQ4	FNA 2013-M7 A2	2.28%	12/1/22	1,391.70		0.00
4/1/21	4/25/21	379	3137ASNJ9	FHMS K019 A2	2.27%	3/1/22	379.11		0.00
4/1/21	4/25/21	2,067	3131XBNF2	FR ZK7590	3.00%	1/1/29	2,067.44		0.00
4/1/21	4/25/21	142	3137AVXN2	FHLMC MULTIFAMILY STRUCTURED P	2.35%	7/1/22	142.43		0.00
4/1/21	4/25/21	2,732	3138MFUC9	FN AQ0578	2.50%	11/1/27	2,731.64		0.00
4/1/21	4/25/21	19	3137FKK39	FHMS KP05 A	3.20%	7/1/23	18.79		0.00
4/1/21	4/25/21	3,020	3140J86X6	FN BM4485	3.00%	9/1/30	3,019.51		0.00
4/1/21	4/25/21	1,222	3136ABPW7	FNA 2013-M1 A2	2.36%	8/1/22	1,222.39		0.00
4/1/21	4/25/21	2,460	3138MRLV1	FANNIE MAE POOL	2.50%	1/1/28	2,460.13		0.00
4/15/21	4/15/21	2,273	12596JAC7	CNH EQUIPMENT TRUST	3.01%	4/15/24	2,272.84		0.00
4/15/21	4/15/21	9,338	14315NAC4	CARMAX AUTO OWNER TRUST	3.05%	3/15/24	9,338.24		0.00
4/15/21	4/15/21	7,093	65479PAD1	NALT 2019-A A3	2.76%	3/15/22	7,093.27		0.00
4/15/21	4/15/21	6,341	65479KAD2	NAROT 2019-A A3	2.90%	10/15/23	6,341.23		0.00
4/15/21	4/15/21	4,429	14313FAD1	CARMAX AUTO OWNER TRUST	3.13%	6/15/23	4,429.48		0.00
4/15/21	4/15/21	7,686	44933AAC1	HART 2018-B A3	3.20%	12/15/22	7,685.91		0.00
4/15/21	4/15/21	4,704	47789JAD8	JDOT 2019-A A3	2.91%	7/15/23	4,704.18		0.00
4/15/21	4/15/21	9,380	43815AAC6	HAROT 2018-4 A3	3.16%	1/15/23	9,380.39		0.00
4/15/21	4/15/21	4,699	47788EAC2	JDOT 2018-B A3	3.08%	11/15/22	4,699.43		0.00
4/15/21	4/15/21	5,634	14042WAC4	COPAR 2019-1 A3	2.51%	11/15/23	5,634.05		0.00
4/15/21	4/15/21	10,656	89231PAD0	TOYOTA AUTO RECEIVABLES OWNER	3.18%	3/15/23	10,655.89		0.00
4/15/21	4/15/21	6,802	98162YAD5	WOART 2019-A A3	3.04%	5/15/24	6,801.66		0.00

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

Portfolio Activity

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield at Market	Realized G/L (BV)
4/15/21	4/15/21	5,098	58772RAD6	MBART 2018-1 A3	3.03%	1/15/23	5,098.45		0.00
4/15/21	4/15/21	3,561	12596EAC8	CNH 2018-B A3	3.19%	11/15/23	3,561.29		0.00
4/15/21	4/15/21	3,816	02004WAC5	ALLYA 2019-1 A3	2.91%	9/15/23	3,816.06		0.00
4/15/21	4/15/21	7,596	44932NAD2	HYUNDAI AUTO RECEIVABLES TRUST	2.66%	6/15/23	7,596.46		0.00
4/15/21	4/15/21	7,280	02007JAC1	ALLYA 2018-3 A3	3.00%	1/15/23	7,280.06		0.00
4/15/21	4/15/21	11,009	89231AAD3	TOYOTA ABS 2018-C A3	3.02%	12/15/22	11,008.87		0.00
4/15/21	4/15/21	10,556	58772TAC4	MBALT 2019-A A3	3.10%	11/15/21	10,556.46		0.00
4/15/21	4/15/21	6,279	98163EAD8	WORLD OMNI AUTO RECEIVABLES TR	3.13%	11/15/23	6,278.70		0.00
4/15/21	4/15/21	5,124	65479GAD1	NAROT 2018-B A3	3.06%	3/15/23	5,124.24		0.00
4/15/21	4/15/21	11,350	65478NAD7	NAROT 2018-C A3	3.22%	6/15/23	11,349.79		0.00
4/15/21	4/15/21	7,082	34532FAD4	FORDL 2019-A A3	2.90%	5/15/22	7,082.27		0.00
4/16/21	4/16/21	8,443	38013FAD3	GMCAR 2018-4 A3	3.21%	10/16/23	8,442.62		0.00
4/16/21	4/16/21	3,575	36255JAD6	GMCAR 2018-3 A3	3.02%	5/16/23	3,574.56		0.00
4/20/21	4/20/21	4,447	05586VAC6	BMW VEHICLE LEASE TRUST	2.84%	11/22/21	4,446.67		0.00
4/20/21	4/20/21	1,719	36256UAD0	GMALT 2019-1 A3	2.98%	12/20/21	1,718.84		0.00
4/20/21	4/20/21	9,707	92869BAD4	VALET 2018-2 A3	3.25%	4/20/23	9,707.24		0.00
4/21/21	4/21/21	3,946	43815HAC1	HONDA AUTO RECEIVABLES OWNER T	2.95%	8/21/22	3,946.08		0.00
5/1/21	5/25/21	4,083	3140J86X6	FN BM4485	3.00%	9/1/30	4,082.64		0.00
5/1/21	5/25/21	2,991	3140J94Y4	FANNIE MAE POOL	2.50%	3/1/29	2,990.56		0.00
5/1/21	5/25/21	2,924	3137FQ3V3	FHMS KJ27 A1	2.09%	7/1/24	2,924.36		0.00
5/1/21	5/25/21	5,541	3137FKK39	FHMS KP05 A	3.20%	7/1/23	5,540.79		0.00
5/1/21	5/25/21	1,662	3138ETXC5	FN AL8774	3.00%	3/1/29	1,662.28		0.00
5/1/21	5/25/21	1,327	3136ABPW7	FNA 2013-M1 A2	2.36%	8/1/22	1,327.04		0.00
5/1/21	5/25/21	2,509	3138MFUC9	FN AQ0578	2.50%	11/1/27	2,509.49		0.00
5/1/21	5/25/21	106	3136AEGQ4	FNA 2013-M7 A2	2.28%	12/1/22	105.56		0.00
5/1/21	5/25/21	482	3137AVXN2	FHLMC MULTIFAMILY STRUCTURED P	2.35%	7/1/22	481.50		0.00
5/1/21	5/25/21	2,457	3131X85Q5	FREDDIE MAC POOL	2.00%	4/1/28	2,457.06		0.00
5/1/21	5/25/21	2,069	3138MRLV1	FANNIE MAE POOL	2.50%	1/1/28	2,069.06		0.00
5/1/21	5/25/21	2,164	3131XBNF2	FR ZK7590	3.00%	1/1/29	2,163.82		0.00
5/1/21	5/25/21	2,125	3136AAZ57	FNR 2012-145 EA	1.25%	1/1/28	2,125.35		0.00

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

Portfolio Activity

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield at Market	Realized G/L (BV)
5/1/21	5/25/21	401	3137ASNJ9	FHMS K019 A2	2.27%	3/1/22	401.16		0.00
5/1/21	5/25/21	3,955	3140X4TN6	FN FM1456	2.50%	9/1/28	3,955.08		0.00
5/1/21	5/25/21	3,966	3138Y8UX6	FANNIE MAE POOL	2.50%	11/1/29	3,966.10		0.00
5/15/21	5/15/21	6,849	44932NAD2	HYUNDAI AUTO RECEIVABLES TRUST	2.66%	6/15/23	6,848.87		0.00
5/15/21	5/15/21	6,554	02007JAC1	ALLYA 2018-3 A3	3.00%	1/15/23	6,553.50		0.00
5/15/21	5/15/21	5,944	98162YAD5	WOART 2019-A A3	3.04%	5/15/24	5,943.60		0.00
5/15/21	5/15/21	3,968	14313FAD1	CARMAX AUTO OWNER TRUST	3.13%	6/15/23	3,967.71		0.00
5/15/21	5/15/21	3,460	02004WAC5	ALLYA 2019-1 A3	2.91%	9/15/23	3,460.10		0.00
5/15/21	5/15/21	1,524	12596JAC7	CNH EQUIPMENT TRUST	3.01%	4/15/24	1,524.07		0.00
5/15/21	5/15/21	8,340	43815AAC6	HAROT 2018-4 A3	3.16%	1/15/23	8,340.10		0.00
5/15/21	5/15/21	7,012	44933AAC1	HART 2018-B A3	3.20%	12/15/22	7,011.77		0.00
5/15/21	5/15/21	3,202	12596EAC8	CNH 2018-B A3	3.19%	11/15/23	3,202.46		0.00
5/15/21	5/15/21	5,584	98163EAD8	WORLD OMNI AUTO RECEIVABLES TR	3.13%	11/15/23	5,583.51		0.00
5/15/21	5/15/21	4,510	65479GAD1	NAROT 2018-B A3	3.06%	3/15/23	4,509.74		0.00
5/15/21	5/15/21	5,387	47788EAC2	JDOT 2018-B A3	3.08%	11/15/22	5,387.26		0.00
5/15/21	5/15/21	5,766	47789JAD8	JDOT 2019-A A3	2.91%	7/15/23	5,765.82		0.00
5/15/21	5/15/21	5,568	34532FAD4	FORDL 2019-A A3	2.90%	5/15/22	5,568.39		0.00
5/15/21	5/15/21	4,975	14042WAC4	COPAR 2019-1 A3	2.51%	11/15/23	4,974.98		0.00
5/15/21	5/15/21	8,770	14315NAC4	CARMAX AUTO OWNER TRUST	3.05%	3/15/24	8,769.71		0.00
5/15/21	5/15/21	5,817	65479PAD1	NALT 2019-A A3	2.76%	3/15/22	5,817.14		0.00
5/15/21	5/15/21	9,563	65478NAD7	NAROT 2018-C A3	3.22%	6/15/23	9,562.68		0.00
5/15/21	5/15/21	5,618	65479KAD2	NAROT 2019-A A3	2.90%	10/15/23	5,618.35		0.00
5/15/21	5/15/21	9,228	89231AAD3	TOYOTA ABS 2018-C A3	3.02%	12/15/22	9,228.29		0.00
5/15/21	5/15/21	9,206	89231PAD0	TOYOTA AUTO RECEIVABLES OWNER	3.18%	3/15/23	9,206.43		0.00
5/15/21	5/15/21	4,364	58772RAD6	MBART 2018-1 A3	3.03%	1/15/23	4,364.42		0.00
5/16/21	5/16/21	7,517	38013FAD3	GMCAR 2018-4 A3	3.21%	10/16/23	7,516.75		0.00
5/16/21	5/16/21	3,298	36255JAD6	GMCAR 2018-3 A3	3.02%	5/16/23	3,298.16		0.00
5/20/21	5/20/21	8,133	92869BAD4	VALET 2018-2 A3	3.25%	4/20/23	8,132.62		0.00
5/21/21	5/21/21	3,324	43815HAC1	HONDA AUTO RECEIVABLES OWNER T	2.95%	8/21/22	3,324.43		0.00
6/1/21	6/25/21	2,351	3136AAZ57	FNR 2012-145 EA	1.25%	1/1/28	2,350.51		0.00

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

Portfolio Activity

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield at Market	Realized G/L (BV)
6/1/21	6/25/21	3,474	3140J94Y4	FANNIE MAE POOL	2.50%	3/1/29	3,474.12		0.00
6/1/21	6/25/21	2,921	3138MRLV1	FANNIE MAE POOL	2.50%	1/1/28	2,920.91		0.00
6/1/21	6/25/21	2,264	3138MFUC9	FN AQ0578	2.50%	11/1/27	2,263.67		0.00
6/1/21	6/25/21	1,653	3138Y8UX6	FANNIE MAE POOL	2.50%	11/1/29	1,653.41		0.00
6/1/21	6/25/21	2,477	3136ABPW7	FNA 2013-M1 A2	2.36%	8/1/22	2,476.65		0.00
6/1/21	6/25/21	1,362	3131XBNF2	FR ZK7590	3.00%	1/1/29	1,361.64		0.00
6/1/21	6/25/21	101	3136AEGQ4	FNA 2013-M7 A2	2.28%	12/1/22	101.32		0.00
6/1/21	6/25/21	460	3137AVXN2	FHLMC MULTIFAMILY STRUCTURED P	2.35%	7/1/22	460.34		0.00
6/1/21	6/25/21	3,542	3140X4TN6	FN FM1456	2.50%	9/1/28	3,541.69		0.00
6/1/21	6/25/21	3,527	3137ASNJ9	FHMS K019 A2	2.27%	3/1/22	3,526.75		0.00
6/1/21	6/25/21	1,657	3138ETXC5	FN AL8774	3.00%	3/1/29	1,656.81		0.00
6/1/21	6/25/21	3,606	3140J86X6	FN BM4485	3.00%	9/1/30	3,606.16		0.00
6/1/21	6/25/21	1,920	3131X85Q5	FREDDIE MAC POOL	2.00%	4/1/28	1,919.62		0.00
6/1/21	6/25/21	19	3137FKK39	FHMS KP05 A	3.20%	7/1/23	19.00		0.00
6/1/21	6/25/21	2,326	3137FQ3V3	FHMS KJ27 A1	2.09%	7/1/24	2,326.47		0.00
6/15/21	6/15/21	5,254	65479KAD2	NAROT 2019-A A3	2.90%	10/15/23	5,254.23		0.00
6/15/21	6/15/21	1,212	12596JAC7	CNH EQUIPMENT TRUST	3.01%	4/15/24	1,212.04		0.00
6/15/21	6/15/21	5,975	02007JAC1	ALLYA 2018-3 A3	3.00%	1/15/23	5,975.11		0.00
6/15/21	6/15/21	3,488	14313FAD1	CARMAX AUTO OWNER TRUST	3.13%	6/15/23	3,488.33		0.00
6/15/21	6/15/21	3,673	47789JAD8	JDOT 2019-A A3	2.91%	7/15/23	3,672.57		0.00
6/15/21	6/15/21	4,146	65479GAD1	NAROT 2018-B A3	3.06%	3/15/23	4,145.76		0.00
6/15/21	6/15/21	2,650	12596EAC8	CNH 2018-B A3	3.19%	11/15/23	2,650.25		0.00
6/15/21	6/15/21	3,901	58772RAD6	MBART 2018-1 A3	3.03%	1/15/23	3,901.43		0.00
6/15/21	6/15/21	7,781	14315NAC4	CARMAX AUTO OWNER TRUST	3.05%	3/15/24	7,780.95		0.00
6/15/21	6/15/21	6,457	44933AAC1	HART 2018-B A3	3.20%	12/15/22	6,457.13		0.00
6/15/21	6/15/21	2,404	47788EAC2	JDOT 2018-B A3	3.08%	11/15/22	2,403.66		0.00
6/15/21	6/15/21	8,125	89231PAD0	TOYOTA AUTO RECEIVABLES OWNER	3.18%	3/15/23	8,125.40		0.00
6/15/21	6/15/21	3,306	02004WAC5	ALLYA 2019-1 A3	2.91%	9/15/23	3,305.77		0.00
6/15/21	6/15/21	8,087	89231AAD3	TOYOTA ABS 2018-C A3	3.02%	12/15/22	8,086.91		0.00
6/15/21	6/15/21	4,834	98163EAD8	WORLD OMNI AUTO RECEIVABLES TR	3.13%	11/15/23	4,834.12		0.00

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

Portfolio Activity

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield at Market	Realized G/L (BV)
6/15/21	6/15/21	7,476	43815AAC6	HAROT 2018-4 A3	3.16%	1/15/23	7,476.45		0.00
6/15/21	6/15/21	4,420	14042WAC4	COPAR 2019-1 A3	2.51%	11/15/23	4,419.80		0.00
6/15/21	6/15/21	5,323	98162YAD5	WOART 2019-A A3	3.04%	5/15/24	5,323.19		0.00
6/15/21	6/15/21	9,120	65478NAD7	NAROT 2018-C A3	3.22%	6/15/23	9,119.68		0.00
6/15/21	6/15/21	6,350	44932NAD2	HYUNDAI AUTO RECEIVABLES TRUST	2.66%	6/15/23	6,349.74		0.00
6/15/21	6/15/21	6,430	65479PAD1	NALT 2019-A A3	2.76%	3/15/22	6,430.17		0.00
6/16/21	6/16/21	3,093	36255JAD6	GMCAR 2018-3 A3	3.02%	5/16/23	3,092.70		0.00
6/16/21	6/16/21	7,280	38013FAD3	GMCAR 2018-4 A3	3.21%	10/16/23	7,279.98		0.00
6/20/21	6/20/21	7,196	92869BAD4	VALET 2018-2 A3	3.25%	4/20/23	7,196.05		0.00
6/21/21	6/21/21	3,104	43815HAC1	HONDA AUTO RECEIVABLES OWNER T	2.95%	8/21/22	3,103.84		0.00
<b>Total PAYDOWNS</b>		<b>579,202</b>					<b>579,202.11</b>		<b>0.00</b>

## SELL

4/7/21	4/9/21	35,000	713448FB9	PEPSICO INC CORPORATE NOTES	0.40%	10/7/23	35,122.58		138.40
4/19/21	4/20/21	210,000	912828XR6	US TREASURY NOTES	1.75%	5/31/22	215,320.04		3,902.69
4/20/21	4/21/21	140,000	912828XR6	US TREASURY NOTES	1.75%	5/31/22	143,537.02		2,585.38
4/23/21	4/23/21	250,000	912828XR6	US TREASURY NOTES	1.75%	5/31/22	256,359.68		4,636.25
4/27/21	5/4/21	90,000	172967LG4	CITIGROUP INC CORP (CALLABLE) NOTES	2.75%	4/25/22	92,043.68		1,737.80
4/28/21	4/29/21	150,000	3134GVJ66	FREDDIE MAC NOTES	0.25%	6/8/22	150,365.88		258.95
5/4/21	5/6/21	225,000	3134GVJ66	FREDDIE MAC NOTES	0.25%	6/8/22	225,645.25		472.88
5/4/21	5/6/21	75,000	045167ET6	ASIAN DEVELOPMENT BANK SUPRANATL	0.62%	4/7/22	75,370.76		364.41
5/11/21	5/12/21	175,000	912828XR6	US TREASURY NOTES	1.75%	5/31/22	179,461.23		3,094.74
5/13/21	5/14/21	25,000	912828XR6	US TREASURY NOTES	1.75%	5/31/22	25,643.63		446.00
5/18/21	5/19/21	135,000	045167ET6	ASIAN DEVELOPMENT BANK SUPRANATL	0.62%	4/7/22	135,685.69		641.61
5/25/21	5/26/21	80,000	912828XR6	US TREASURY NOTES	1.75%	5/31/22	82,058.90		1,380.29
5/26/21	5/28/21	115,000	912828XR6	US TREASURY NOTES	1.75%	5/31/22	117,961.73		1,975.15
5/28/21	6/1/21	40,000	912828XR6	US TREASURY NOTES	1.75%	5/31/22	40,678.47		677.62
6/3/21	6/7/21	220,000	912828XR6	US TREASURY NOTES	1.75%	5/31/22	223,725.97		3,658.08

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

Portfolio Activity

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield at Market	Realized G/L (BV)
6/3/21	6/7/21	20,000	24422EVJ5	JOHN DEERE CAPITAL CORP CORPORATE NOTES	0.40%	10/10/23	20,067.67		73.10
6/15/21	6/17/21	150,000	14041NFU0	COMET 2019-A2 A2	1.72%	8/15/24	152,709.64		2,719.47
6/17/21	6/21/21	35,000	64990FYV0	NY ST DORM AUTH PITS TXBL REV BONDS	0.55%	3/15/22	35,142.68		91.35
6/21/21	6/22/21	125,000	912828XR6	US TREASURY NOTES	1.75%	5/31/22	127,094.38		1,966.02
6/28/21	6/29/21	70,000	9128282P4	US TREASURY NOTES	1.87%	7/31/22	71,885.54		1,322.69
6/28/21	6/29/21	365,000	912828XR6	US TREASURY NOTES	1.75%	5/31/22	371,109.43		5,612.26
<b>Total SELL</b>		<b>2,730,000</b>					<b>2,776,989.85</b>		<b>37,755.14</b>

## Quarterly Portfolio Transactions

Tran. Type	Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield	Realized G/L (BV)
INTEREST	4/1/21	4/1/21	0.00	MONEY0002	MONEY MARKET FUND			1.44		
INTEREST	4/1/21	4/25/21	99,877.42	3140J94Y4	FANNIE MAE POOL	2.50%	3/1/29	208.08		
INTEREST	4/1/21	4/25/21	126,838.73	3140X4TN6	FN FM1456	2.50%	9/1/28	264.25		
INTEREST	4/1/21	4/25/21	47,914.15	3136AEGQ4	FNA 2013-M7 A2	2.28%	12/1/22	101.93		
INTEREST	4/1/21	4/25/21	150,000.00	3137B1BS0	FHLMC MULTIFAMILY STRUCTURED P	2.51%	11/1/22	313.75		
INTEREST	4/1/21	4/25/21	13,641.25	3137FKK39	FHMS KP05 A	3.20%	7/1/23	36.41		
INTEREST	4/1/21	4/25/21	68,395.91	3131XBNF2	FR ZK7590	3.00%	1/1/29	170.99		
INTEREST	4/1/21	4/25/21	86,691.88	3136AAZ57	FNR 2012-145 EA	1.25%	1/1/28	90.30		
INTEREST	4/1/21	4/25/21	175,000.00	3137AYCE9	FHLMC MULTIFAMILY STRUCTURED P	2.68%	10/1/22	391.13		
INTEREST	4/1/21	4/25/21	47,246.23	3136ABPW7	FNA 2013-M1 A2	2.36%	8/1/22	99.91		
INTEREST	4/1/21	4/25/21	57,273.76	3138ETXC5	FN AL8774	3.00%	3/1/29	143.18		
INTEREST	4/1/21	4/25/21	53,404.13	3137FQ3V3	FHMS KJ27 A1	2.09%	7/1/24	115.86		
INTEREST	4/1/21	4/25/21	100,000.00	3137AWQH1	FHLMC MULTIFAMILY STRUCTURED P	2.30%	8/1/22	192.25		
INTEREST	4/1/21	4/25/21	142,063.08	3137ASNJ9	FHMS K019 A2	2.27%	3/1/22	268.97		
INTEREST	4/1/21	4/25/21	79,752.77	3131X85Q5	FREDDIE MAC POOL	2.00%	4/1/28	132.92		
INTEREST	4/1/21	4/25/21	80,890.21	3138Y8UX6	FANNIE MAE POOL	2.50%	11/1/29	168.52		
INTEREST	4/1/21	4/25/21	89,373.21	3138MRLV1	FANNIE MAE POOL	2.50%	1/1/28	186.19		
INTEREST	4/1/21	4/25/21	133,080.19	3140J86X6	FN BM4485	3.00%	9/1/30	332.70		
INTEREST	4/1/21	4/25/21	175,000.00	3137AVXN2	FHLMC MULTIFAMILY STRUCTURED P	2.35%	7/1/22	343.44		
INTEREST	4/1/21	4/25/21	93,090.74	3138MFUC9	FN AQ0578	2.50%	11/1/27	193.94		

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

Portfolio Activity

Tran. Type	Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield	Realized G/L (BV)
PAYDOWNS	4/1/21	4/25/21	3,019.51	3140J86X6	FN BM4485	3.00%	9/1/30	3,019.51		0.00
PAYDOWNS	4/1/21	4/25/21	2,731.64	3138MFUC9	FN AQ0578	2.50%	11/1/27	2,731.64		0.00
PAYDOWNS	4/1/21	4/25/21	18.79	3137FKK39	FHMS KP05 A	3.20%	7/1/23	18.79		0.00
PAYDOWNS	4/1/21	4/25/21	142.43	3137AVXN2	FHLMC MULTIFAMILY STRUCTURED P	2.35%	7/1/22	142.43		0.00
PAYDOWNS	4/1/21	4/25/21	2,067.44	3131XBNF2	FR ZK7590	3.00%	1/1/29	2,067.44		0.00
PAYDOWNS	4/1/21	4/25/21	379.11	3137ASNJ9	FHMS K019 A2	2.27%	3/1/22	379.11		0.00
PAYDOWNS	4/1/21	4/25/21	1,391.70	3136AEGQ4	FNA 2013-M7 A2	2.28%	12/1/22	1,391.70		0.00
PAYDOWNS	4/1/21	4/25/21	2,280.23	3138ETXC5	FN AL8774	3.00%	3/1/29	2,280.23		0.00
PAYDOWNS	4/1/21	4/25/21	2,413.78	3131X85Q5	FREDDIE MAC POOL	2.00%	4/1/28	2,413.78		0.00
PAYDOWNS	4/1/21	4/25/21	3,854.11	3136AAZ57	FNR 2012-145 EA	1.25%	1/1/28	3,854.11		0.00
PAYDOWNS	4/1/21	4/25/21	1,069.25	3137FQ3V3	FHMS KJ27 A1	2.09%	7/1/24	1,069.25		0.00
PAYDOWNS	4/1/21	4/25/21	1,655.11	3138Y8UX6	FANNIE MAE POOL	2.50%	11/1/29	1,655.11		0.00
PAYDOWNS	4/1/21	4/25/21	3,445.59	3140J94Y4	FANNIE MAE POOL	2.50%	3/1/29	3,445.59		0.00
PAYDOWNS	4/1/21	4/25/21	4,438.63	3140X4TN6	FN FM1456	2.50%	9/1/28	4,438.63		0.00
PAYDOWNS	4/1/21	4/25/21	2,460.13	3138MRLV1	FANNIE MAE POOL	2.50%	1/1/28	2,460.13		0.00
PAYDOWNS	4/1/21	4/25/21	1,222.39	3136ABPW7	FNA 2013-M1 A2	2.36%	8/1/22	1,222.39		0.00
INTEREST	4/3/21	4/3/21	360,000.00	008281BC0	AFRICAN DEVELOPMENT BANK SUPRANATL	0.75%	4/3/23	1,350.00		
INTEREST	4/6/21	4/6/21	190,000.00	045167EX7	ASIAN DEVELOPMENT BANK NOTES	0.25%	10/6/23	237.50		
BUY	4/6/21	4/14/21	60,000.00	380149AC8	GMCAR 2021-2 A3	0.51%	4/16/26	(59,994.73)	0.51%	
INTEREST	4/7/21	4/7/21	210,000.00	045167ET6	ASIAN DEVELOPMENT BANK SUPRANATL	0.62%	4/7/22	656.25		
INTEREST	4/7/21	4/7/21	35,000.00	713448FB9	PEPSICO INC CORPORATE NOTES	0.40%	10/7/23	70.00		
SELL	4/7/21	4/9/21	35,000.00	713448FB9	PEPSICO INC CORPORATE NOTES	0.40%	10/7/23	35,122.58		138.40



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

Portfolio Activity

Tran. Type	Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield	Realized G/L (BV)
INTEREST	4/10/21	4/10/21	20,000.00	24422EVJ5	JOHN DEERE CAPITAL CORP CORPORATE NOTES	0.40%	10/10/23	40.22		
BUY	4/13/21	4/20/21	175,000.00	459058JV6	INTL BK OF RECON AND DEV NOTE	0.12%	4/20/23	(174,637.75)	0.23%	
BUY	4/13/21	4/21/21	65,000.00	89238EAC0	TLOT 2021-A A3	0.39%	4/22/24	(64,992.41)	0.39%	
BUY	4/13/21	4/21/21	80,000.00	14314QAC8	CARMX 2021-2 A3	0.52%	2/17/26	(79,982.76)	0.52%	
INTEREST	4/15/21	4/15/21	40,000.00	47787NAC3	JDOT 2020-B A3	0.51%	11/15/24	17.00		
INTEREST	4/15/21	4/15/21	35,831.04	12596JAC7	CNH EQUIPMENT TRUST	3.01%	4/15/24	89.88		
INTEREST	4/15/21	4/15/21	110,095.61	65478NAD7	NAROT 2018-C A3	3.22%	6/15/23	295.42		
INTEREST	4/15/21	4/15/21	12,650.66	34532FAD4	FORDL 2019-A A3	2.90%	5/15/22	30.57		
INTEREST	4/15/21	4/15/21	50,000.00	65480EAD3	NALT 2020-B A3	0.43%	10/16/23	17.92		
INTEREST	4/15/21	4/15/21	350,000.00	91282CAP6	US TREASURY NOTES	0.12%	10/15/23	218.75		
INTEREST	4/15/21	4/15/21	35,000.00	44933FAC0	HART 2020-B A3	0.48%	12/16/24	14.00		
INTEREST	4/15/21	4/15/21	35,000.00	14315FAD9	CARMX 2020-3 A3	0.62%	3/17/25	18.08		
INTEREST	4/15/21	4/15/21	61,525.50	98163EAD8	WORLD OMNI AUTO RECEIVABLES TR	3.13%	11/15/23	160.48		
INTEREST	4/15/21	4/15/21	42,725.77	65479GAD1	NAROT 2018-B A3	3.06%	3/15/23	108.95		
INTEREST	4/15/21	4/15/21	150,000.00	02587AAN4	AMXCA 2019-2 A	2.67%	11/15/24	333.75		
INTEREST	4/15/21	4/15/21	75,452.89	44932NAD2	HYUNDAI AUTO RECEIVABLES TRUST	2.66%	6/15/23	167.25		
INTEREST	4/15/21	4/15/21	39,819.99	02004WAC5	ALLYA 2019-1 A3	2.91%	9/15/23	96.56		
INTEREST	4/15/21	4/15/21	75,000.00	41284NAC4	HDMOT 2021-A A3	0.37%	4/15/26	23.13		
INTEREST	4/15/21	4/15/21	71,955.58	65479KAD2	NAROT 2019-A A3	2.90%	10/15/23	173.89		
INTEREST	4/15/21	4/15/21	50,435.63	47789JAD8	JDOT 2019-A A3	2.91%	7/15/23	122.31		
INTEREST	4/15/21	4/15/21	77,466.13	43815AAC6	HAROT 2018-4 A3	3.16%	1/15/23	203.99		
INTEREST	4/15/21	4/15/21	63,248.36	14042WAC4	COPAR 2019-1 A3	2.51%	11/15/23	132.29		

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

Portfolio Activity

Tran. Type	Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield	Realized G/L (BV)
INTEREST	4/15/21	4/15/21	75,000.00	14315XAC2	CARMX 2020-1 A3	1.89%	12/16/24	118.13		
INTEREST	4/15/21	4/15/21	81,666.24	98162YAD5	WOART 2019-A A3	3.04%	5/15/24	206.89		
INTEREST	4/15/21	4/15/21	117,075.96	14315NAC4	CARMAX AUTO OWNER TRUST	3.05%	3/15/24	297.57		
INTEREST	4/15/21	4/15/21	75,000.00	41284UAD6	HDMOT 2020-A A3	1.87%	10/15/24	116.88		
INTEREST	4/15/21	4/15/21	70,000.00	12598AAC4	CNH 2021-A A3	0.40%	12/15/25	23.33		
INTEREST	4/15/21	4/15/21	38,011.57	14313FAD1	CARMAX AUTO OWNER TRUST	3.13%	6/15/23	99.15		
INTEREST	4/15/21	4/15/21	25,000.00	58769EAC2	MBALT 2020-B A3	0.40%	11/15/23	8.33		
INTEREST	4/15/21	4/15/21	75,000.00	254683CK9	DCENT 2019-A1	3.04%	7/15/24	190.00		
INTEREST	4/15/21	4/15/21	19,738.48	65479PAD1	NALT 2019-A A3	2.76%	3/15/22	45.40		
INTEREST	4/15/21	4/15/21	21,761.11	47788EAC2	JDOT 2018-B A3	3.08%	11/15/22	55.85		
INTEREST	4/15/21	4/15/21	37,586.08	02007JAC1	ALLYA 2018-3 A3	3.00%	1/15/23	93.97		
INTEREST	4/15/21	4/15/21	52,731.29	44933AAC1	HART 2018-B A3	3.20%	12/15/22	140.62		
INTEREST	4/15/21	4/15/21	79,538.41	89231AAD3	TOYOTA ABS 2018-C A3	3.02%	12/15/22	200.17		
INTEREST	4/15/21	4/15/21	40,000.00	14316NAC3	CARMX 2021-1 A3	0.34%	12/15/25	11.33		
INTEREST	4/15/21	4/15/21	29,256.11	12596EAC8	CNH 2018-B A3	3.19%	11/15/23	77.77		
INTEREST	4/15/21	4/15/21	150,000.00	14041NFU0	COMET 2019-A2 A2	1.72%	8/15/24	215.00		
INTEREST	4/15/21	4/15/21	75,000.00	65479CAD0	NAROT 2020-B A3	0.55%	7/15/24	34.38		
INTEREST	4/15/21	4/15/21	100,000.00	02588QAB4	AMXCA 2019-1 A	2.87%	10/15/24	239.17		
INTEREST	4/15/21	4/15/21	32,091.23	58772RAD6	MBART 2018-1 A3	3.03%	1/15/23	81.03		
INTEREST	4/15/21	4/15/21	60,000.00	14316HAC6	CARMX 2020-4 A3	0.50%	8/15/25	25.00		
INTEREST	4/15/21	4/15/21	45,000.00	47788UAC6	JDOT 2021-A A3	0.36%	9/15/25	15.75		
INTEREST	4/15/21	4/15/21	10,556.46	58772TAC4	MBALT 2019-A A3	3.10%	11/15/21	27.27		

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

Portfolio Activity

Tran. Type	Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield	Realized G/L (BV)
INTEREST	4/15/21	4/15/21	92,600.98	89231PAD0	TOYOTA AUTO RECEIVABLES OWNER	3.18%	3/15/23	245.39		
PAYDOWNS	4/15/21	4/15/21	7,685.91	44933AAC1	HART 2018-B A3	3.20%	12/15/22	7,685.91		0.00
PAYDOWNS	4/15/21	4/15/21	4,704.18	47789JAD8	JDOT 2019-A A3	2.91%	7/15/23	4,704.18		0.00
PAYDOWNS	4/15/21	4/15/21	9,380.39	43815AAC6	HAROT 2018-4 A3	3.16%	1/15/23	9,380.39		0.00
PAYDOWNS	4/15/21	4/15/21	4,699.43	47788EAC2	JDOT 2018-B A3	3.08%	11/15/22	4,699.43		0.00
PAYDOWNS	4/15/21	4/15/21	5,634.05	14042WAC4	COPAR 2019-1 A3	2.51%	11/15/23	5,634.05		0.00
PAYDOWNS	4/15/21	4/15/21	10,655.89	89231PAD0	TOYOTA AUTO RECEIVABLES OWNER	3.18%	3/15/23	10,655.89		0.00
PAYDOWNS	4/15/21	4/15/21	6,801.66	98162YAD5	WOART 2019-A A3	3.04%	5/15/24	6,801.66		0.00
PAYDOWNS	4/15/21	4/15/21	5,098.45	58772RAD6	MBART 2018-1 A3	3.03%	1/15/23	5,098.45		0.00
PAYDOWNS	4/15/21	4/15/21	3,561.29	12596EAC8	CNH 2018-B A3	3.19%	11/15/23	3,561.29		0.00
PAYDOWNS	4/15/21	4/15/21	3,816.06	02004WAC5	ALLYA 2019-1 A3	2.91%	9/15/23	3,816.06		0.00
PAYDOWNS	4/15/21	4/15/21	7,596.46	44932NAD2	HYUNDAI AUTO RECEIVABLES TRUST	2.66%	6/15/23	7,596.46		0.00
PAYDOWNS	4/15/21	4/15/21	11,008.87	89231AAD3	TOYOTA ABS 2018-C A3	3.02%	12/15/22	11,008.87		0.00
PAYDOWNS	4/15/21	4/15/21	7,280.06	02007JAC1	ALLYA 2018-3 A3	3.00%	1/15/23	7,280.06		0.00
PAYDOWNS	4/15/21	4/15/21	5,124.24	65479GAD1	NAROT 2018-B A3	3.06%	3/15/23	5,124.24		0.00
PAYDOWNS	4/15/21	4/15/21	11,349.79	65478NAD7	NAROT 2018-C A3	3.22%	6/15/23	11,349.79		0.00
PAYDOWNS	4/15/21	4/15/21	10,556.46	58772TAC4	MBALT 2019-A A3	3.10%	11/15/21	10,556.46		0.00
PAYDOWNS	4/15/21	4/15/21	6,278.70	98163EAD8	WORLD OMNI AUTO RECEIVABLES TR	3.13%	11/15/23	6,278.70		0.00
PAYDOWNS	4/15/21	4/15/21	7,082.27	34532FAD4	FORDL 2019-A A3	2.90%	5/15/22	7,082.27		0.00
PAYDOWNS	4/15/21	4/15/21	2,272.84	12596JAC7	CNH EQUIPMENT TRUST	3.01%	4/15/24	2,272.84		0.00
PAYDOWNS	4/15/21	4/15/21	9,338.24	14315NAC4	CARMAX AUTO OWNER TRUST	3.05%	3/15/24	9,338.24		0.00
PAYDOWNS	4/15/21	4/15/21	6,341.23	65479KAD2	NAROT 2019-A A3	2.90%	10/15/23	6,341.23		0.00

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

Portfolio Activity

Tran. Type	Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield	Realized G/L (BV)
PAYDOWNS	4/15/21	4/15/21	4,429.48	14313FAD1	CARMAX AUTO OWNER TRUST	3.13%	6/15/23	4,429.48		0.00
PAYDOWNS	4/15/21	4/15/21	7,093.27	65479PAD1	NALT 2019-A A3	2.76%	3/15/22	7,093.27		0.00
BUY	4/15/21	4/20/21	250,000.00	91282CBU4	US TREASURY NOTES	0.12%	3/31/23	(249,870.60)	0.16%	
INTEREST	4/16/21	4/16/21	100,000.00	36258NAC6	GMCAR 2020-1 A3	1.84%	9/16/24	153.33		
INTEREST	4/16/21	4/16/21	115,000.00	3137EAEY1	FREDDIE MAC NOTES	0.12%	10/16/23	71.88		
INTEREST	4/16/21	4/16/21	86,896.56	38013FAD3	GMCAR 2018-4 A3	3.21%	10/16/23	232.45		
INTEREST	4/16/21	4/16/21	31,102.92	36255JAD6	GMCAR 2018-3 A3	3.02%	5/16/23	78.28		
INTEREST	4/16/21	4/16/21	100,000.00	362590AC5	GMCAR 2020-3 A3	0.45%	4/16/25	37.50		
PAYDOWNS	4/16/21	4/16/21	3,574.56	36255JAD6	GMCAR 2018-3 A3	3.02%	5/16/23	3,574.56		0.00
PAYDOWNS	4/16/21	4/16/21	8,442.62	38013FAD3	GMCAR 2018-4 A3	3.21%	10/16/23	8,442.62		0.00
INTEREST	4/18/21	4/18/21	125,000.00	43813KAC6	HAROT 2020-3 A3	0.37%	10/18/24	38.54		
SELL	4/19/21	4/20/21	210,000.00	912828XR6	US TREASURY NOTES	1.75%	5/31/22	215,320.04		3,902.69
INTEREST	4/20/21	4/20/21	465,000.00	3137EAEQ8	FREDDIE MAC NOTES	0.37%	4/20/23	871.88		
INTEREST	4/20/21	4/20/21	65,000.00	92348TAA2	VZOT 2020-A A1A	1.85%	7/22/24	100.21		
INTEREST	4/20/21	4/20/21	4,446.67	05586VAC6	BMW VEHICLE LEASE TRUST	2.84%	11/22/21	10.52		
INTEREST	4/20/21	4/20/21	60,000.00	92290BAA9	VZOT 2020-B A	0.47%	2/20/25	23.50		
INTEREST	4/20/21	4/20/21	40,000.00	362569AC9	GMALT 2020-3 A3	0.45%	8/21/23	15.00		
INTEREST	4/20/21	4/20/21	73,877.37	92869BAD4	VALET 2018-2 A3	3.25%	4/20/23	200.08		
INTEREST	4/20/21	4/20/21	1,718.84	36256UAD0	GMALT 2019-1 A3	2.98%	12/20/21	4.27		
PAYDOWNS	4/20/21	4/20/21	4,446.67	05586VAC6	BMW VEHICLE LEASE TRUST	2.84%	11/22/21	4,446.67		0.00
PAYDOWNS	4/20/21	4/20/21	1,718.84	36256UAD0	GMALT 2019-1 A3	2.98%	12/20/21	1,718.84		0.00
PAYDOWNS	4/20/21	4/20/21	9,707.24	92869BAD4	VALET 2018-2 A3	3.25%	4/20/23	9,707.24		0.00

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

## Portfolio Activity

Tran. Type	Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield	Realized G/L (BV)
SELL	4/20/21	4/21/21	140,000.00	912828XR6	US TREASURY NOTES	1.75%	5/31/22	143,537.02		2,585.38
BUY	4/20/21	4/28/21	55,000.00	44933LAC7	HART 2021-A A3	0.38%	9/15/25	(54,994.21)	0.38%	
INTEREST	4/21/21	4/21/21	22,826.96	43815HAC1	HONDA AUTO RECEIVABLES OWNER T	2.95%	8/21/22	56.12		
PAYDOWNS	4/21/21	4/21/21	3,946.08	43815HAC1	HONDA AUTO RECEIVABLES OWNER T	2.95%	8/21/22	3,946.08		0.00
BUY	4/22/21	4/23/21	275,000.00	91282CBV2	US TREASURY N/B NOTES	0.37%	4/15/24	(275,387.77)	0.33%	
SELL	4/23/21	4/23/21	250,000.00	912828XR6	US TREASURY NOTES	1.75%	5/31/22	256,359.68		4,636.25
INTEREST	4/25/21	4/25/21	250,000.00	172967LG4	CITIGROUP INC CORP (CALLABLE) NOTES	2.75%	4/25/22	3,437.50		
INTEREST	4/25/21	4/25/21	50,000.00	09661RAD3	BMWOT 2020-A A3	0.48%	10/25/24	20.00		
INTEREST	4/25/21	4/25/21	45,000.00	05591RAC8	BMWLT 2021-1 A3	0.29%	1/25/24	16.32		
MATURITY	4/26/21	4/26/21	100,000.00	38141GWC4	GOLDMAN SACHS GROUP INC (CALLED, OMD 04/	3.00%	4/26/21	101,500.00		0.00
BUY	4/27/21	4/29/21	250,000.00	91282CBV2	US TREASURY N/B NOTES	0.37%	4/15/24	(250,221.41)	0.35%	
BUY	4/27/21	5/4/21	90,000.00	172967MX6	CITIGROUP INC CORPORATE NOTES	0.98%	5/1/25	(90,000.00)	0.98%	
SELL	4/27/21	5/4/21	90,000.00	172967LG4	CITIGROUP INC CORP (CALLABLE) NOTES	2.75%	4/25/22	92,043.68		1,737.80
SELL	4/28/21	4/29/21	150,000.00	3134GVJ66	FREDDIE MAC NOTES	0.25%	6/8/22	150,365.88		258.95
INTEREST	5/1/21	5/1/21	65,000.00	713448EY0	PEPSICO INC CORPORATE NOTES	0.75%	5/1/23	243.75		
INTEREST	5/1/21	5/25/21	150,000.00	3137B1BS0	FHLMC MULTIFAMILY STRUCTURED P	2.51%	11/1/22	313.75		
INTEREST	5/1/21	5/25/21	90,359.10	3138MFUC9	FN AQ0578	2.50%	11/1/27	188.25		
INTEREST	5/1/21	5/25/21	86,913.08	3138MRLV1	FANNIE MAE POOL	2.50%	1/1/28	181.07		
INTEREST	5/1/21	5/25/21	174,857.57	3137AVXN2	FHLMC MULTIFAMILY STRUCTURED P	2.35%	7/1/22	343.16		
INTEREST	5/1/21	5/25/21	130,060.68	3140J86X6	FN BM4485	3.00%	9/1/30	325.15		
INTEREST	5/1/21	5/25/21	96,431.83	3140J94Y4	FANNIE MAE POOL	2.50%	3/1/29	200.90		
INTEREST	5/1/21	5/25/21	79,235.10	3138Y8UX6	FANNIE MAE POOL	2.50%	11/1/29	165.07		

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

Portfolio Activity

Tran. Type	Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield	Realized G/L (BV)
INTEREST	5/1/21	5/25/21	122,400.10	3140X4TN6	FN FM1456	2.50%	9/1/28	255.00		
INTEREST	5/1/21	5/25/21	66,328.47	3131XBNF2	FR ZK7590	3.00%	1/1/29	165.82		
INTEREST	5/1/21	5/25/21	77,338.99	3131X85Q5	FREDDIE MAC POOL	2.00%	4/1/28	128.90		
INTEREST	5/1/21	5/25/21	46,023.84	3136ABPW7	FNA 2013-M1 A2	2.36%	8/1/22	97.95		
INTEREST	5/1/21	5/25/21	46,522.45	3136AEGQ4	FNA 2013-M7 A2	2.28%	12/1/22	88.39		
INTEREST	5/1/21	5/25/21	100,000.00	3137AWQH1	FHLMC MULTIFAMILY STRUCTURED P	2.30%	8/1/22	192.25		
INTEREST	5/1/21	5/25/21	82,837.77	3136AAZ57	FNR 2012-145 EA	1.25%	1/1/28	86.29		
INTEREST	5/1/21	5/25/21	54,993.53	3138ETXC5	FN AL8774	3.00%	3/1/29	137.48		
INTEREST	5/1/21	5/25/21	13,622.46	3137FKK39	FHMS KP05 A	3.20%	7/1/23	36.36		
INTEREST	5/1/21	5/25/21	141,683.97	3137ASNJ9	FHMS K019 A2	2.27%	3/1/22	268.25		
INTEREST	5/1/21	5/25/21	52,334.88	3137FQ3V3	FHMS KJ27 A1	2.09%	7/1/24	150.96		
INTEREST	5/1/21	5/25/21	175,000.00	3137AYCE9	FHLMC MULTIFAMILY STRUCTURED P	2.68%	10/1/22	391.13		
PAYDOWNS	5/1/21	5/25/21	401.16	3137ASNJ9	FHMS K019 A2	2.27%	3/1/22	401.16		0.00
PAYDOWNS	5/1/21	5/25/21	2,457.06	3131X85Q5	FREDDIE MAC POOL	2.00%	4/1/28	2,457.06		0.00
PAYDOWNS	5/1/21	5/25/21	2,125.35	3136AAZ57	FNR 2012-145 EA	1.25%	1/1/28	2,125.35		0.00
PAYDOWNS	5/1/21	5/25/21	2,163.82	3131XBNF2	FR ZK7590	3.00%	1/1/29	2,163.82		0.00
PAYDOWNS	5/1/21	5/25/21	2,069.06	3138MRLV1	FANNIE MAE POOL	2.50%	1/1/28	2,069.06		0.00
PAYDOWNS	5/1/21	5/25/21	481.50	3137AVXN2	FHLMC MULTIFAMILY STRUCTURED P	2.35%	7/1/22	481.50		0.00
PAYDOWNS	5/1/21	5/25/21	105.56	3136AEGQ4	FNA 2013-M7 A2	2.28%	12/1/22	105.56		0.00
PAYDOWNS	5/1/21	5/25/21	1,327.04	3136ABPW7	FNA 2013-M1 A2	2.36%	8/1/22	1,327.04		0.00
PAYDOWNS	5/1/21	5/25/21	2,924.36	3137FQ3V3	FHMS KJ27 A1	2.09%	7/1/24	2,924.36		0.00
PAYDOWNS	5/1/21	5/25/21	2,509.49	3138MFUC9	FN AQ0578	2.50%	11/1/27	2,509.49		0.00

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

Portfolio Activity

Tran. Type	Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield	Realized G/L (BV)
PAYDOWNS	5/1/21	5/25/21	4,082.64	3140J86X6	FN BM4485	3.00%	9/1/30	4,082.64		0.00
PAYDOWNS	5/1/21	5/25/21	2,990.56	3140J94Y4	FANNIE MAE POOL	2.50%	3/1/29	2,990.56		0.00
PAYDOWNS	5/1/21	5/25/21	1,662.28	3138ETXC5	FN AL8774	3.00%	3/1/29	1,662.28		0.00
PAYDOWNS	5/1/21	5/25/21	5,540.79	3137FKK39	FHMS KP05 A	3.20%	7/1/23	5,540.79		0.00
PAYDOWNS	5/1/21	5/25/21	3,966.10	3138Y8UX6	FANNIE MAE POOL	2.50%	11/1/29	3,966.10		0.00
PAYDOWNS	5/1/21	5/25/21	3,955.08	3140X4TN6	FN FM1456	2.50%	9/1/28	3,955.08		0.00
INTEREST	5/3/21	5/3/21	0.00	MONEY0002	MONEY MARKET FUND			0.83		
BUY	5/4/21	5/6/21	300,000.00	912828YM6	US TREASURY NOTES	1.50%	10/31/24	(310,983.53)	0.45%	
SELL	5/4/21	5/6/21	225,000.00	3134GVJ66	FREDDIE MAC NOTES	0.25%	6/8/22	225,645.25		472.88
SELL	5/4/21	5/6/21	75,000.00	045167ET6	ASIAN DEVELOPMENT BANK SUPRANATL	0.62%	4/7/22	75,370.76		364.41
INTEREST	5/5/21	5/5/21	525,000.00	3137EAER6	FREDDIE MAC NOTES	0.37%	5/5/23	984.38		
INTEREST	5/6/21	5/6/21	765,000.00	3137EAEZ8	FREDDIE MAC NOTES	0.25%	11/6/23	961.56		
BUY	5/7/21	5/14/21	25,000.00	05522RDD7	BACCT 2021-A1 A	0.44%	9/15/26	(24,999.57)	0.44%	
BUY	5/10/21	5/12/21	180,000.00	023135BW5	AMAZON.COM INC CORPORATE NOTES	0.45%	5/12/24	(179,737.20)	0.50%	
INTEREST	5/11/21	5/11/21	140,000.00	037833DV9	APPLE INC CORPORATE NOTES	0.75%	5/11/23	525.00		
INTEREST	5/11/21	5/11/21	60,000.00	166764BV1	CHEVRON CORP CORPORATE NOTES	1.14%	5/11/23	342.30		
SELL	5/11/21	5/12/21	175,000.00	912828XR6	US TREASURY NOTES	1.75%	5/31/22	179,461.23		3,094.74
BUY	5/11/21	5/19/21	90,000.00	98163LAC4	WOART 2021-B A3	0.42%	6/15/26	(89,987.03)	0.42%	
BUY	5/12/21	5/19/21	50,000.00	95000U2T9	WELLS FARGO & COMPANY CORP NOTES (CALLAB	0.80%	5/19/25	(50,000.00)	0.81%	
INTEREST	5/13/21	5/13/21	115,000.00	110122DT2	BRISTOL-MYERS SQUIBB CO (CALLABLE) CORP	0.53%	11/13/23	308.78		
SELL	5/13/21	5/14/21	25,000.00	912828XR6	US TREASURY NOTES	1.75%	5/31/22	25,643.63		446.00
INTEREST	5/15/21	5/15/21	60,000.00	14316HAC6	CARMX 2020-4 A3	0.50%	8/15/25	25.00		

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

Portfolio Activity

Tran. Type	Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield	Realized G/L (BV)
INTEREST	5/15/21	5/15/21	17,061.68	47788EAC2	JDOT 2018-B A3	3.08%	11/15/22	43.79		
INTEREST	5/15/21	5/15/21	65,614.35	65479KAD2	NAROT 2019-A A3	2.90%	10/15/23	158.57		
INTEREST	5/15/21	5/15/21	107,737.72	14315NAC4	CARMAX AUTO OWNER TRUST	3.05%	3/15/24	273.83		
INTEREST	5/15/21	5/15/21	55,000.00	44933LAC7	HART 2021-A A3	0.38%	9/15/25	9.87		
INTEREST	5/15/21	5/15/21	75,000.00	65479CAD0	NAROT 2020-B A3	0.55%	7/15/24	34.38		
INTEREST	5/15/21	5/15/21	55,246.80	98163EAD8	WORLD OMNI AUTO RECEIVABLES TR	3.13%	11/15/23	144.10		
INTEREST	5/15/21	5/15/21	25,694.82	12596EAC8	CNH 2018-B A3	3.19%	11/15/23	68.31		
INTEREST	5/15/21	5/15/21	50,000.00	65480EAD3	NALT 2020-B A3	0.43%	10/16/23	17.92		
INTEREST	5/15/21	5/15/21	75,000.00	41284NAC4	HDMOT 2021-A A3	0.37%	4/15/26	23.13		
INTEREST	5/15/21	5/15/21	45,731.45	47789JAD8	JDOT 2019-A A3	2.91%	7/15/23	110.90		
INTEREST	5/15/21	5/15/21	26,992.78	58772RAD6	MBART 2018-1 A3	3.03%	1/15/23	68.16		
INTEREST	5/15/21	5/15/21	150,000.00	02587AAN4	AMXCA 2019-2 A	2.67%	11/15/24	333.75		
INTEREST	5/15/21	5/15/21	100,000.00	02588QAB4	AMXCA 2019-1 A	2.87%	10/15/24	239.17		
INTEREST	5/15/21	5/15/21	33,582.09	14313FAD1	CARMAX AUTO OWNER TRUST	3.13%	6/15/23	87.59		
INTEREST	5/15/21	5/15/21	35,000.00	14315FAD9	CARMX 2020-3 A3	0.62%	3/17/25	18.08		
INTEREST	5/15/21	5/15/21	40,000.00	14316NAC3	CARMX 2021-1 A3	0.34%	12/15/25	11.33		
INTEREST	5/15/21	5/15/21	5,568.39	34532FAD4	FORDL 2019-A A3	2.90%	5/15/22	13.46		
INTEREST	5/15/21	5/15/21	68,529.54	89231AAD3	TOYOTA ABS 2018-C A3	3.02%	12/15/22	172.47		
INTEREST	5/15/21	5/15/21	70,000.00	12598AAC4	CNH 2021-A A3	0.40%	12/15/25	23.33		
INTEREST	5/15/21	5/15/21	35,000.00	44933FAC0	HART 2020-B A3	0.48%	12/16/24	14.00		
INTEREST	5/15/21	5/15/21	57,614.31	14042WAC4	COPAR 2019-1 A3	2.51%	11/15/23	120.51		
INTEREST	5/15/21	5/15/21	510,000.00	91282CAW1	US TREASURY NOTES	0.25%	11/15/23	637.50		



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

Portfolio Activity

Tran. Type	Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield	Realized G/L (BV)
INTEREST	5/15/21	5/15/21	36,003.93	02004WAC5	ALLYA 2019-1 A3	2.91%	9/15/23	87.31		
INTEREST	5/15/21	5/15/21	175,000.00	912828ZP8	US TREASURY NOTES	0.12%	5/15/23	109.38		
INTEREST	5/15/21	5/15/21	75,000.00	254683CK9	DCENT 2019-A1	3.04%	7/15/24	190.00		
INTEREST	5/15/21	5/15/21	67,856.43	44932NAD2	HYUNDAI AUTO RECEIVABLES TRUST	2.66%	6/15/23	150.42		
INTEREST	5/15/21	5/15/21	30,306.02	02007JAC1	ALLYA 2018-3 A3	3.00%	1/15/23	75.77		
INTEREST	5/15/21	5/15/21	45,045.38	44933AAC1	HART 2018-B A3	3.20%	12/15/22	120.12		
INTEREST	5/15/21	5/15/21	75,000.00	41284UAD6	HDMOT 2020-A A3	1.87%	10/15/24	116.88		
INTEREST	5/15/21	5/15/21	40,000.00	47787NAC3	JDOT 2020-B A3	0.51%	11/15/24	17.00		
INTEREST	5/15/21	5/15/21	75,000.00	14315XAC2	CARMX 2020-1 A3	1.89%	12/16/24	118.13		
INTEREST	5/15/21	5/15/21	81,945.09	89231PAD0	TOYOTA AUTO RECEIVABLES OWNER	3.18%	3/15/23	217.15		
INTEREST	5/15/21	5/15/21	98,745.82	65478NAD7	NAROT 2018-C A3	3.22%	6/15/23	264.97		
INTEREST	5/15/21	5/15/21	33,558.20	12596JAC7	CNH EQUIPMENT TRUST	3.01%	4/15/24	84.18		
INTEREST	5/15/21	5/15/21	80,000.00	14314QAC8	CARMX 2021-2 A3	0.52%	2/17/26	27.73		
INTEREST	5/15/21	5/15/21	37,601.53	65479GAD1	NAROT 2018-B A3	3.06%	3/15/23	95.88		
INTEREST	5/15/21	5/15/21	74,864.58	98162YAD5	WOART 2019-A A3	3.04%	5/15/24	189.66		
INTEREST	5/15/21	5/15/21	45,000.00	47788UAC6	JDOT 2021-A A3	0.36%	9/15/25	13.50		
INTEREST	5/15/21	5/15/21	150,000.00	14041NFU0	COMET 2019-A2 A2	1.72%	8/15/24	215.00		
INTEREST	5/15/21	5/15/21	68,085.74	43815AAC6	HAROT 2018-4 A3	3.16%	1/15/23	179.29		
INTEREST	5/15/21	5/15/21	25,000.00	58769EAC2	MBALT 2020-B A3	0.40%	11/15/23	8.33		
INTEREST	5/15/21	5/15/21	12,645.21	65479PAD1	NALT 2019-A A3	2.76%	3/15/22	29.08		
PAYDOWNS	5/15/21	5/15/21	3,202.46	12596EAC8	CNH 2018-B A3	3.19%	11/15/23	3,202.46		0.00
PAYDOWNS	5/15/21	5/15/21	5,583.51	98163EAD8	WORLD OMNI AUTO RECEIVABLES TR	3.13%	11/15/23	5,583.51		0.00

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

Portfolio Activity

Tran. Type	Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield	Realized G/L (BV)
PAYDOWNS	5/15/21	5/15/21	4,509.74	65479GAD1	NAROT 2018-B A3	3.06%	3/15/23	4,509.74		0.00
PAYDOWNS	5/15/21	5/15/21	4,974.98	14042WAC4	COPAR 2019-1 A3	2.51%	11/15/23	4,974.98		0.00
PAYDOWNS	5/15/21	5/15/21	5,568.39	34532FAD4	FORDL 2019-A A3	2.90%	5/15/22	5,568.39		0.00
PAYDOWNS	5/15/21	5/15/21	5,387.26	47788EAC2	JDOT 2018-B A3	3.08%	11/15/22	5,387.26		0.00
PAYDOWNS	5/15/21	5/15/21	5,765.82	47789JAD8	JDOT 2019-A A3	2.91%	7/15/23	5,765.82		0.00
PAYDOWNS	5/15/21	5/15/21	8,769.71	14315NAC4	CARMAX AUTO OWNER TRUST	3.05%	3/15/24	8,769.71		0.00
PAYDOWNS	5/15/21	5/15/21	9,228.29	89231AAD3	TOYOTA ABS 2018-C A3	3.02%	12/15/22	9,228.29		0.00
PAYDOWNS	5/15/21	5/15/21	5,618.35	65479KAD2	NAROT 2019-A A3	2.90%	10/15/23	5,618.35		0.00
PAYDOWNS	5/15/21	5/15/21	9,562.68	65478NAD7	NAROT 2018-C A3	3.22%	6/15/23	9,562.68		0.00
PAYDOWNS	5/15/21	5/15/21	5,817.14	65479PAD1	NALT 2019-A A3	2.76%	3/15/22	5,817.14		0.00
PAYDOWNS	5/15/21	5/15/21	4,364.42	58772RAD6	MBART 2018-1 A3	3.03%	1/15/23	4,364.42		0.00
PAYDOWNS	5/15/21	5/15/21	9,206.43	89231PAD0	TOYOTA AUTO RECEIVABLES OWNER	3.18%	3/15/23	9,206.43		0.00
PAYDOWNS	5/15/21	5/15/21	7,011.77	44933AAC1	HART 2018-B A3	3.20%	12/15/22	7,011.77		0.00
PAYDOWNS	5/15/21	5/15/21	8,340.10	43815AAC6	HAROT 2018-4 A3	3.16%	1/15/23	8,340.10		0.00
PAYDOWNS	5/15/21	5/15/21	1,524.07	12596JAC7	CNH EQUIPMENT TRUST	3.01%	4/15/24	1,524.07		0.00
PAYDOWNS	5/15/21	5/15/21	3,967.71	14313FAD1	CARMAX AUTO OWNER TRUST	3.13%	6/15/23	3,967.71		0.00
PAYDOWNS	5/15/21	5/15/21	3,460.10	02004WAC5	ALLYA 2019-1 A3	2.91%	9/15/23	3,460.10		0.00
PAYDOWNS	5/15/21	5/15/21	5,943.60	98162YAD5	WOART 2019-A A3	3.04%	5/15/24	5,943.60		0.00
PAYDOWNS	5/15/21	5/15/21	6,553.50	02007JAC1	ALLYA 2018-3 A3	3.00%	1/15/23	6,553.50		0.00
PAYDOWNS	5/15/21	5/15/21	6,848.87	44932NAD2	HYUNDAI AUTO RECEIVABLES TRUST	2.66%	6/15/23	6,848.87		0.00
INTEREST	5/16/21	5/16/21	100,000.00	36258NAC6	GMCAR 2020-1 A3	1.84%	9/16/24	153.33		
INTEREST	5/16/21	5/16/21	100,000.00	362590AC5	GMCAR 2020-3 A3	0.45%	4/16/25	37.50		

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

Portfolio Activity

Tran. Type	Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield	Realized G/L (BV)
INTEREST	5/16/21	5/16/21	78,453.94	38013FAD3	GMCAR 2018-4 A3	3.21%	10/16/23	209.86		
INTEREST	5/16/21	5/16/21	60,000.00	380149AC8	GMCAR 2021-2 A3	0.51%	4/16/26	28.05		
INTEREST	5/16/21	5/16/21	27,528.36	36255JAD6	GMCAR 2018-3 A3	3.02%	5/16/23	69.28		
PAYDOWNS	5/16/21	5/16/21	3,298.16	36255JAD6	GMCAR 2018-3 A3	3.02%	5/16/23	3,298.16		0.00
PAYDOWNS	5/16/21	5/16/21	7,516.75	38013FAD3	GMCAR 2018-4 A3	3.21%	10/16/23	7,516.75		0.00
INTEREST	5/17/21	5/17/21	75,000.00	38141GXL3	GOLDMAN SACHS GROUP INC CORPORATE NOTES	0.62%	11/17/23	232.51		
BUY	5/17/21	5/19/21	85,000.00	91324PEB4	UNITEDHEALTH GROUP INC (CALLABLE) CORP N	0.55%	5/15/24	(84,911.60)	0.59%	
INTEREST	5/18/21	5/18/21	125,000.00	43813KAC6	HAROT 2020-3 A3	0.37%	10/18/24	38.54		
INTEREST	5/18/21	5/18/21	110,000.00	14913Q3C1	CATERPILLAR FINL SERVICE NOTES	1.95%	11/18/22	1,072.50		
SELL	5/18/21	5/19/21	135,000.00	045167ET6	ASIAN DEVELOPMENT BANK SUPRANATL	0.62%	4/7/22	135,685.69		641.61
BUY	5/18/21	5/25/21	90,000.00	92348KAA1	VZMT 2021-1 A	0.50%	5/20/27	(89,993.39)	0.50%	
BUY	5/18/21	5/26/21	95,000.00	380144AC9	GMALT 2021-2 A3	0.34%	5/20/24	(94,985.09)	0.35%	
INTEREST	5/20/21	5/20/21	110,000.00	02665WDF5	AMERICAN HONDA FINANCE CORP NOTES	1.95%	5/20/22	1,072.50		
INTEREST	5/20/21	5/20/21	64,170.13	92869BAD4	VALET 2018-2 A3	3.25%	4/20/23	173.79		
INTEREST	5/20/21	5/20/21	65,000.00	92348TAA2	VZOT 2020-A A1A	1.85%	7/22/24	100.21		
INTEREST	5/20/21	5/20/21	40,000.00	362569AC9	GMALT 2020-3 A3	0.45%	8/21/23	15.00		
INTEREST	5/20/21	5/20/21	65,000.00	89238EAC0	TLOT 2021-A A3	0.39%	4/22/24	20.42		
INTEREST	5/20/21	5/20/21	60,000.00	92290BAA9	VZOT 2020-B A	0.47%	2/20/25	23.50		
PAYDOWNS	5/20/21	5/20/21	8,132.62	92869BAD4	VALET 2018-2 A3	3.25%	4/20/23	8,132.62		0.00
INTEREST	5/21/21	5/21/21	18,880.88	43815HAC1	HONDA AUTO RECEIVABLES OWNER T	2.95%	8/21/22	46.42		
PAYDOWNS	5/21/21	5/21/21	3,324.43	43815HAC1	HONDA AUTO RECEIVABLES OWNER T	2.95%	8/21/22	3,324.43		0.00
INTEREST	5/22/21	5/22/21	640,000.00	3135G04Q3	FANNIE MAE NOTES	0.25%	5/22/23	800.00		

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

Portfolio Activity

Tran. Type	Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield	Realized G/L (BV)
INTEREST	5/24/21	5/24/21	125,000.00	4581X0DM7	INTER-AMERICAN DEVEL BK NOTES	0.50%	5/24/23	312.50		
BUY	5/24/21	6/1/21	50,000.00	46647PCH7	JPMORGAN CHASE & CO CORPORATE NOTES	0.82%	6/1/25	(50,000.00)	0.82%	
INTEREST	5/25/21	5/25/21	50,000.00	09661RAD3	BMWOT 2020-A A3	0.48%	10/25/24	20.00		
INTEREST	5/25/21	5/25/21	45,000.00	05591RAC8	BMWLT 2021-1 A3	0.29%	1/25/24	10.88		
SELL	5/25/21	5/26/21	80,000.00	912828XR6	US TREASURY NOTES	1.75%	5/31/22	82,058.90		1,380.29
BUY	5/25/21	5/28/21	115,000.00	04636NAC7	ASTRAZENECA FINANCE LLC (CALLABLE) CORP	0.70%	5/28/24	(114,989.65)	0.70%	
SELL	5/26/21	5/28/21	115,000.00	912828XR6	US TREASURY NOTES	1.75%	5/31/22	117,961.73		1,975.15
SELL	5/28/21	6/1/21	40,000.00	912828XR6	US TREASURY NOTES	1.75%	5/31/22	40,678.47		677.62
INTEREST	5/31/21	5/31/21	750,000.00	912828XR6	US TREASURY NOTES	1.75%	5/31/22	6,562.50		
INTEREST	6/1/21	6/1/21	0.00	MONEY0002	MONEY MARKET FUND			0.27		
INTEREST	6/1/21	6/25/21	93,441.27	3140J94Y4	FANNIE MAE POOL	2.50%	3/1/29	194.67		
INTEREST	6/1/21	6/25/21	74,881.93	3131X85Q5	FREDDIE MAC POOL	2.00%	4/1/28	124.80		
INTEREST	6/1/21	6/25/21	87,849.61	3138MFUC9	FN AQ0578	2.50%	11/1/27	183.02		
INTEREST	6/1/21	6/25/21	84,844.02	3138MRLV1	FANNIE MAE POOL	2.50%	1/1/28	176.76		
INTEREST	6/1/21	6/25/21	150,000.00	3137B1BS0	FHLMC MULTIFAMILY STRUCTURED P	2.51%	11/1/22	313.75		
INTEREST	6/1/21	6/25/21	125,978.04	3140J86X6	FN BM4485	3.00%	9/1/30	314.95		
INTEREST	6/1/21	6/25/21	118,445.02	3140X4TN6	FN FM1456	2.50%	9/1/28	246.76		
INTEREST	6/1/21	6/25/21	175,000.00	3137AYCE9	FHLMC MULTIFAMILY STRUCTURED P	2.68%	10/1/22	391.13		
INTEREST	6/1/21	6/25/21	49,410.52	3137FQ3V3	FHMS KJ27 A1	2.09%	7/1/24	119.91		
INTEREST	6/1/21	6/25/21	44,696.80	3136ABPW7	FNA 2013-M1 A2	2.36%	8/1/22	98.40		
INTEREST	6/1/21	6/25/21	75,269.00	3138Y8UX6	FANNIE MAE POOL	2.50%	11/1/29	156.81		
INTEREST	6/1/21	6/25/21	100,000.00	3137AWQH1	FHLMC MULTIFAMILY STRUCTURED P	2.30%	8/1/22	192.25		

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

Portfolio Activity

Tran. Type	Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield	Realized G/L (BV)
INTEREST	6/1/21	6/25/21	46,416.89	3136AEGQ4	FNA 2013-M7 A2	2.28%	12/1/22	88.19		
INTEREST	6/1/21	6/25/21	53,331.25	3138ETXC5	FN AL8774	3.00%	3/1/29	133.33		
INTEREST	6/1/21	6/25/21	141,282.81	3137ASNJ9	FHMS K019 A2	2.27%	3/1/22	278.91		
INTEREST	6/1/21	6/25/21	8,081.67	3137FKK39	FHMS KP05 A	3.20%	7/1/23	21.57		
INTEREST	6/1/21	6/25/21	174,376.07	3137AVXN2	FHLMC MULTIFAMILY STRUCTURED P	2.35%	7/1/22	342.21		
INTEREST	6/1/21	6/25/21	80,712.42	3136AAZ57	FNR 2012-145 EA	1.25%	1/1/28	84.08		
INTEREST	6/1/21	6/25/21	64,164.65	3131XBNF2	FR ZK7590	3.00%	1/1/29	160.41		
PAYDOWNS	6/1/21	6/25/21	1,656.81	3138ETXC5	FN AL8774	3.00%	3/1/29	1,656.81		0.00
PAYDOWNS	6/1/21	6/25/21	3,606.16	3140J86X6	FN BM4485	3.00%	9/1/30	3,606.16		0.00
PAYDOWNS	6/1/21	6/25/21	3,541.69	3140X4TN6	FN FM1456	2.50%	9/1/28	3,541.69		0.00
PAYDOWNS	6/1/21	6/25/21	3,526.75	3137ASNJ9	FHMS K019 A2	2.27%	3/1/22	3,526.75		0.00
PAYDOWNS	6/1/21	6/25/21	2,920.91	3138MRLV1	FANNIE MAE POOL	2.50%	1/1/28	2,920.91		0.00
PAYDOWNS	6/1/21	6/25/21	2,263.67	3138MFUC9	FN AQ0578	2.50%	11/1/27	2,263.67		0.00
PAYDOWNS	6/1/21	6/25/21	1,653.41	3138Y8UX6	FANNIE MAE POOL	2.50%	11/1/29	1,653.41		0.00
PAYDOWNS	6/1/21	6/25/21	2,476.65	3136ABPW7	FNA 2013-M1 A2	2.36%	8/1/22	2,476.65		0.00
PAYDOWNS	6/1/21	6/25/21	1,361.64	3131XBNF2	FR ZK7590	3.00%	1/1/29	1,361.64		0.00
PAYDOWNS	6/1/21	6/25/21	460.34	3137AVXN2	FHLMC MULTIFAMILY STRUCTURED P	2.35%	7/1/22	460.34		0.00
PAYDOWNS	6/1/21	6/25/21	101.32	3136AEGQ4	FNA 2013-M7 A2	2.28%	12/1/22	101.32		0.00
PAYDOWNS	6/1/21	6/25/21	1,919.62	3131X85Q5	FREDDIE MAC POOL	2.00%	4/1/28	1,919.62		0.00
PAYDOWNS	6/1/21	6/25/21	2,326.47	3137FQ3V3	FHMS KJ27 A1	2.09%	7/1/24	2,326.47		0.00
PAYDOWNS	6/1/21	6/25/21	19.00	3137FKK39	FHMS KP05 A	3.20%	7/1/23	19.00		0.00
PAYDOWNS	6/1/21	6/25/21	2,350.51	3136AAZ57	FNR 2012-145 EA	1.25%	1/1/28	2,350.51		0.00

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

Portfolio Activity

Tran. Type	Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield	Realized G/L (BV)
PAYDOWNS	6/1/21	6/25/21	3,474.12	3140J94Y4	FANNIE MAE POOL	2.50%	3/1/29	3,474.12		0.00
BUY	6/2/21	6/7/21	250,000.00	912828YV6	US TREASURY NOTES	1.50%	11/30/24	(259,329.53)	0.43%	
INTEREST	6/3/21	6/3/21	125,000.00	023135BP0	AMAZON.COM INC CORPORATE NOTES	0.40%	6/3/23	250.00		
SELL	6/3/21	6/7/21	220,000.00	912828XR6	US TREASURY NOTES	1.75%	5/31/22	223,725.97		3,658.08
SELL	6/3/21	6/7/21	20,000.00	24422EVJ5	JOHN DEERE CAPITAL CORP CORPORATE NOTES	0.40%	10/10/23	20,067.67		73.10
INTEREST	6/4/21	6/4/21	490,000.00	3137EAFA2	FREDDIE MAC NOTES	0.25%	12/4/23	612.50		
INTEREST	6/8/21	6/8/21	45,000.00	69371RQ82	PACCAR FINANCIAL CORP CORPORATE NOTES	0.80%	6/8/23	180.00		
INTEREST	6/9/21	6/9/21	100,000.00	3133834G3	FEDERAL HOME LOAN BANKS NOTES	2.12%	6/9/23	1,062.50		
INTEREST	6/15/21	6/15/21	38,033.61	44933AAC1	HART 2018-B A3	3.20%	12/15/22	101.42		
INTEREST	6/15/21	6/15/21	6,828.07	65479PAD1	NALT 2019-A A3	2.76%	3/15/22	15.70		
INTEREST	6/15/21	6/15/21	22,628.36	58772RAD6	MBART 2018-1 A3	3.03%	1/15/23	57.14		
INTEREST	6/15/21	6/15/21	32,543.83	02004WAC5	ALLYA 2019-1 A3	2.91%	9/15/23	78.92		
INTEREST	6/15/21	6/15/21	49,663.29	98163EAD8	WORLD OMNI AUTO RECEIVABLES TR	3.13%	11/15/23	129.54		
INTEREST	6/15/21	6/15/21	75,000.00	41284NAC4	HDMOT 2021-A A3	0.37%	4/15/26	23.13		
INTEREST	6/15/21	6/15/21	59,996.00	65479KAD2	NAROT 2019-A A3	2.90%	10/15/23	144.99		
INTEREST	6/15/21	6/15/21	75,000.00	14315XAC2	CARMX 2020-1 A3	1.89%	12/16/24	118.13		
INTEREST	6/15/21	6/15/21	22,492.36	12596EAC8	CNH 2018-B A3	3.19%	11/15/23	59.79		
INTEREST	6/15/21	6/15/21	90,000.00	98163LAC4	WOART 2021-B A3	0.42%	6/15/26	27.30		
INTEREST	6/15/21	6/15/21	60,000.00	14316HAC6	CARMX 2020-4 A3	0.50%	8/15/25	25.00		
INTEREST	6/15/21	6/15/21	75,000.00	41284UAD6	HDMOT 2020-A A3	1.87%	10/15/24	116.88		
INTEREST	6/15/21	6/15/21	150,000.00	14041NFU0	COMET 2019-A2 A2	1.72%	8/15/24	215.00		
INTEREST	6/15/21	6/15/21	89,183.14	65478NAD7	NAROT 2018-C A3	3.22%	6/15/23	239.31		

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

Portfolio Activity

Tran. Type	Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield	Realized G/L (BV)
INTEREST	6/15/21	6/15/21	35,000.00	44933FAC0	HART 2020-B A3	0.48%	12/16/24	14.00		
INTEREST	6/15/21	6/15/21	50,000.00	65480EAD3	NALT 2020-B A3	0.43%	10/16/23	17.92		
INTEREST	6/15/21	6/15/21	300,000.00	91282CBA8	US TREASURY NOTES	0.12%	12/15/23	187.50		
INTEREST	6/15/21	6/15/21	55,000.00	44933LAC7	HART 2021-A A3	0.38%	9/15/25	17.42		
INTEREST	6/15/21	6/15/21	32,034.13	12596JAC7	CNH EQUIPMENT TRUST	3.01%	4/15/24	80.35		
INTEREST	6/15/21	6/15/21	35,000.00	14315FAD9	CARMX 2020-3 A3	0.62%	3/17/25	18.08		
INTEREST	6/15/21	6/15/21	59,745.64	43815AAC6	HAROT 2018-4 A3	3.16%	1/15/23	157.33		
INTEREST	6/15/21	6/15/21	45,000.00	47788UAC6	JDOT 2021-A A3	0.36%	9/15/25	13.50		
INTEREST	6/15/21	6/15/21	98,968.01	14315NAC4	CARMAX AUTO OWNER TRUST	3.05%	3/15/24	251.54		
INTEREST	6/15/21	6/15/21	39,965.63	47789JAD8	JDOT 2019-A A3	2.91%	7/15/23	96.92		
INTEREST	6/15/21	6/15/21	150,000.00	02587AAN4	AMXCA 2019-2 A	2.67%	11/15/24	333.75		
INTEREST	6/15/21	6/15/21	75,000.00	65479CAD0	NAROT 2020-B A3	0.55%	7/15/24	34.38		
INTEREST	6/15/21	6/15/21	80,000.00	14314QAC8	CARMX 2021-2 A3	0.52%	2/17/26	34.67		
INTEREST	6/15/21	6/15/21	33,091.79	65479GAD1	NAROT 2018-B A3	3.06%	3/15/23	84.38		
INTEREST	6/15/21	6/15/21	52,639.33	14042WAC4	COPAR 2019-1 A3	2.51%	11/15/23	110.10		
INTEREST	6/15/21	6/15/21	23,752.52	02007JAC1	ALLYA 2018-3 A3	3.00%	1/15/23	59.38		
INTEREST	6/15/21	6/15/21	59,301.25	89231AAD3	TOYOTA ABS 2018-C A3	3.02%	12/15/22	149.24		
INTEREST	6/15/21	6/15/21	29,614.38	14313FAD1	CARMAX AUTO OWNER TRUST	3.13%	6/15/23	77.24		
INTEREST	6/15/21	6/15/21	70,000.00	12598AAC4	CNH 2021-A A3	0.40%	12/15/25	23.33		
INTEREST	6/15/21	6/15/21	72,738.66	89231PAD0	TOYOTA AUTO RECEIVABLES OWNER	3.18%	3/15/23	192.76		
INTEREST	6/15/21	6/15/21	25,000.00	05522RDD7	BACCT 2021-A1 A	0.44%	9/15/26	9.48		
INTEREST	6/15/21	6/15/21	100,000.00	02588QAB4	AMXCA 2019-1 A	2.87%	10/15/24	239.17		

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

Portfolio Activity

Tran. Type	Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield	Realized G/L (BV)
INTEREST	6/15/21	6/15/21	11,674.42	47788EAC2	JDOT 2018-B A3	3.08%	11/15/22	29.96		
INTEREST	6/15/21	6/15/21	75,000.00	254683CK9	DCENT 2019-A1	3.04%	7/15/24	190.00		
INTEREST	6/15/21	6/15/21	25,000.00	58769EAC2	MBALT 2020-B A3	0.40%	11/15/23	8.33		
INTEREST	6/15/21	6/15/21	68,920.98	98162YAD5	WOART 2019-A A3	3.04%	5/15/24	174.60		
INTEREST	6/15/21	6/15/21	40,000.00	14316NAC3	CARMX 2021-1 A3	0.34%	12/15/25	11.33		
INTEREST	6/15/21	6/15/21	61,007.56	44932NAD2	HYUNDAI AUTO RECEIVABLES TRUST	2.66%	6/15/23	135.23		
INTEREST	6/15/21	6/15/21	40,000.00	47787NAC3	JDOT 2020-B A3	0.51%	11/15/24	17.00		
PAYDOWNS	6/15/21	6/15/21	2,403.66	47788EAC2	JDOT 2018-B A3	3.08%	11/15/22	2,403.66		0.00
PAYDOWNS	6/15/21	6/15/21	8,125.40	89231PAD0	TOYOTA AUTO RECEIVABLES OWNER	3.18%	3/15/23	8,125.40		0.00
PAYDOWNS	6/15/21	6/15/21	3,305.77	02004WAC5	ALLYA 2019-1 A3	2.91%	9/15/23	3,305.77		0.00
PAYDOWNS	6/15/21	6/15/21	8,086.91	89231AAD3	TOYOTA ABS 2018-C A3	3.02%	12/15/22	8,086.91		0.00
PAYDOWNS	6/15/21	6/15/21	4,834.12	98163EAD8	WORLD OMNI AUTO RECEIVABLES TR	3.13%	11/15/23	4,834.12		0.00
PAYDOWNS	6/15/21	6/15/21	5,323.19	98162YAD5	WOART 2019-A A3	3.04%	5/15/24	5,323.19		0.00
PAYDOWNS	6/15/21	6/15/21	7,476.45	43815AAC6	HAROT 2018-4 A3	3.16%	1/15/23	7,476.45		0.00
PAYDOWNS	6/15/21	6/15/21	4,419.80	14042WAC4	COPAR 2019-1 A3	2.51%	11/15/23	4,419.80		0.00
PAYDOWNS	6/15/21	6/15/21	1,212.04	12596JAC7	CNH EQUIPMENT TRUST	3.01%	4/15/24	1,212.04		0.00
PAYDOWNS	6/15/21	6/15/21	5,254.23	65479KAD2	NAROT 2019-A A3	2.90%	10/15/23	5,254.23		0.00
PAYDOWNS	6/15/21	6/15/21	5,975.11	02007JAC1	ALLYA 2018-3 A3	3.00%	1/15/23	5,975.11		0.00
PAYDOWNS	6/15/21	6/15/21	3,488.33	14313FAD1	CARMAX AUTO OWNER TRUST	3.13%	6/15/23	3,488.33		0.00
PAYDOWNS	6/15/21	6/15/21	3,672.57	47789JAD8	JDOT 2019-A A3	2.91%	7/15/23	3,672.57		0.00
PAYDOWNS	6/15/21	6/15/21	4,145.76	65479GAD1	NAROT 2018-B A3	3.06%	3/15/23	4,145.76		0.00
PAYDOWNS	6/15/21	6/15/21	3,901.43	58772RAD6	MBART 2018-1 A3	3.03%	1/15/23	3,901.43		0.00



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

Portfolio Activity

Tran. Type	Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield	Realized G/L (BV)
PAYDOWNS	6/15/21	6/15/21	2,650.25	12596EAC8	CNH 2018-B A3	3.19%	11/15/23	2,650.25		0.00
PAYDOWNS	6/15/21	6/15/21	7,780.95	14315NAC4	CARMAX AUTO OWNER TRUST	3.05%	3/15/24	7,780.95		0.00
PAYDOWNS	6/15/21	6/15/21	6,457.13	44933AAC1	HART 2018-B A3	3.20%	12/15/22	6,457.13		0.00
PAYDOWNS	6/15/21	6/15/21	9,119.68	65478NAD7	NAROT 2018-C A3	3.22%	6/15/23	9,119.68		0.00
PAYDOWNS	6/15/21	6/15/21	6,349.74	44932NAD2	HYUNDAI AUTO RECEIVABLES TRUST	2.66%	6/15/23	6,349.74		0.00
PAYDOWNS	6/15/21	6/15/21	6,430.17	65479PAD1	NALT 2019-A A3	2.76%	3/15/22	6,430.17		0.00
SELL	6/15/21	6/17/21	150,000.00	14041NFU0	COMET 2019-A2 A2	1.72%	8/15/24	152,709.64		2,719.47
INTEREST	6/16/21	6/16/21	24,230.20	36255JAD6	GMCAR 2018-3 A3	3.02%	5/16/23	60.98		
INTEREST	6/16/21	6/16/21	100,000.00	36258NAC6	GMCAR 2020-1 A3	1.84%	9/16/24	153.33		
INTEREST	6/16/21	6/16/21	60,000.00	380149AC8	GMCAR 2021-2 A3	0.51%	4/16/26	25.50		
INTEREST	6/16/21	6/16/21	70,937.19	38013FAD3	GMCAR 2018-4 A3	3.21%	10/16/23	189.76		
INTEREST	6/16/21	6/16/21	100,000.00	362590AC5	GMCAR 2020-3 A3	0.45%	4/16/25	37.50		
PAYDOWNS	6/16/21	6/16/21	3,092.70	36255JAD6	GMCAR 2018-3 A3	3.02%	5/16/23	3,092.70		0.00
PAYDOWNS	6/16/21	6/16/21	7,279.98	38013FAD3	GMCAR 2018-4 A3	3.21%	10/16/23	7,279.98		0.00
BUY	6/16/21	6/23/21	35,000.00	64990FD43	NY ST DORM AUTH PITS TXBL REV BONDS	0.88%	3/15/25	(35,000.00)	0.89%	
BUY	6/17/21	6/21/21	150,000.00	91282CCG4	US TREASURY N/B NOTES	0.25%	6/15/24	(149,220.99)	0.43%	
SELL	6/17/21	6/21/21	35,000.00	64990FYV0	NY ST DORM AUTH PITS TXBL REV BONDS	0.55%	3/15/22	35,142.68		91.35
INTEREST	6/18/21	6/18/21	125,000.00	43813KAC6	HAROT 2020-3 A3	0.37%	10/18/24	38.54		
BUY	6/18/21	6/22/21	250,000.00	91282CCG4	US TREASURY N/B NOTES	0.25%	6/15/24	(248,322.50)	0.48%	
INTEREST	6/20/21	6/20/21	95,000.00	380144AC9	GMALT 2021-2 A3	0.34%	5/20/24	22.43		
INTEREST	6/20/21	6/20/21	60,000.00	92290BAA9	VZOT 2020-B A	0.47%	2/20/25	23.50		
INTEREST	6/20/21	6/20/21	56,037.51	92869BAD4	VALET 2018-2 A3	3.25%	4/20/23	151.77		

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

Portfolio Activity

Tran. Type	Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield	Realized G/L (BV)
INTEREST	6/20/21	6/20/21	65,000.00	89238EAC0	TLOT 2021-A A3	0.39%	4/22/24	21.13		
INTEREST	6/20/21	6/20/21	40,000.00	362569AC9	GMALT 2020-3 A3	0.45%	8/21/23	15.00		
INTEREST	6/20/21	6/20/21	65,000.00	92348TAA2	VZOT 2020-A A1A	1.85%	7/22/24	100.21		
PAYDOWNS	6/20/21	6/20/21	7,196.05	92869BAD4	VALET 2018-2 A3	3.25%	4/20/23	7,196.05		0.00
INTEREST	6/21/21	6/21/21	15,556.45	43815HAC1	HONDA AUTO RECEIVABLES OWNER T	2.95%	8/21/22	38.24		
PAYDOWNS	6/21/21	6/21/21	3,103.84	43815HAC1	HONDA AUTO RECEIVABLES OWNER T	2.95%	8/21/22	3,103.84		0.00
SELL	6/21/21	6/22/21	125,000.00	912828XR6	US TREASURY NOTES	1.75%	5/31/22	127,094.38		1,966.02
BUY	6/24/21	6/29/21	250,000.00	91282CCG4	US TREASURY N/B NOTES	0.25%	6/15/24	(248,451.64)	0.46%	
INTEREST	6/25/21	6/25/21	45,000.00	05591RAC8	BMWLT 2021-1 A3	0.29%	1/25/24	10.88		
INTEREST	6/25/21	6/25/21	50,000.00	09661RAD3	BMWOT 2020-A A3	0.48%	10/25/24	20.00		
INTEREST	6/26/21	6/26/21	455,000.00	3137EAES4	FREDDIE MAC NOTES	0.25%	6/26/23	568.75		
BUY	6/28/21	6/29/21	250,000.00	91282CCG4	US TREASURY N/B NOTES	0.25%	6/15/24	(248,432.11)	0.47%	
SELL	6/28/21	6/29/21	70,000.00	9128282P4	US TREASURY NOTES	1.87%	7/31/22	71,885.54		1,322.69
SELL	6/28/21	6/29/21	365,000.00	912828XR6	US TREASURY NOTES	1.75%	5/31/22	371,109.43		5,612.26
<b>TOTALS</b>								<b>(71,096.61)</b>		<b>37,755.14</b>

## Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
<b>U.S. Treasury Bond / Note</b>											
US TREASURY NOTES DTD 07/31/2017 1.875% 07/31/2022	9128282P4	955,000.00	AA+	Aaa	6/3/2019	6/5/2019	955,895.31	1.84	7,469.18	955,306.99	973,204.69
US TREASURY NOTES DTD 07/31/2017 1.875% 07/31/2022	9128282P4	975,000.00	AA+	Aaa	7/1/2019	7/3/2019	978,123.05	1.77	7,625.61	976,097.51	993,585.94
US TREASURY NOTES DTD 01/15/2020 1.500% 01/15/2023	912828Z29	2,000,000.00	AA+	Aaa	1/9/2020	1/15/2020	1,992,890.63	1.62	13,839.78	1,996,348.02	2,040,625.00
US TREASURY NOTES DTD 01/31/2021 0.125% 01/31/2023	91282CBG5	400,000.00	AA+	Aaa	2/2/2021	2/3/2021	400,093.75	0.11	208.56	400,074.66	399,625.00
US TREASURY NOTES DTD 03/31/2021 0.125% 03/31/2023	91282CBU4	250,000.00	AA+	Aaa	4/15/2021	4/20/2021	249,853.52	0.16	78.55	249,868.37	249,648.45
US TREASURY NOTES DTD 03/31/2021 0.125% 03/31/2023	91282CBU4	250,000.00	AA+	Aaa	3/29/2021	3/31/2021	249,902.34	0.14	78.55	249,914.65	249,648.45
US TREASURY NOTES DTD 03/31/2016 1.500% 03/31/2023	912828Q29	750,000.00	AA+	Aaa	3/2/2020	3/4/2020	765,439.45	0.82	2,827.87	758,779.30	766,875.00
US TREASURY NOTES DTD 05/15/2020 0.125% 05/15/2023	912828ZP8	175,000.00	AA+	Aaa	6/3/2020	6/5/2020	174,371.09	0.25	27.94	174,600.05	174,644.54
US TREASURY NOTES DTD 10/15/2020 0.125% 10/15/2023	91282CAP6	350,000.00	AA+	Aaa	10/8/2020	10/15/2020	349,330.08	0.19	92.04	349,488.54	348,523.42
US TREASURY NOTES DTD 11/15/2020 0.250% 11/15/2023	91282CAW1	510,000.00	AA+	Aaa	12/1/2020	12/3/2020	510,378.52	0.22	162.84	510,304.71	509,203.13
US TREASURY NOTES DTD 12/15/2020 0.125% 12/15/2023	91282CBA8	200,000.00	AA+	Aaa	1/6/2021	1/11/2021	199,546.88	0.20	10.93	199,619.43	198,937.50
US TREASURY NOTES DTD 12/15/2020 0.125% 12/15/2023	91282CBA8	100,000.00	AA+	Aaa	12/30/2020	12/31/2020	99,855.47	0.17	5.46	99,879.85	99,468.75
US TREASURY NOTES DTD 01/15/2021 0.125% 01/15/2024	91282CBE0	450,000.00	AA+	Aaa	2/2/2021	2/3/2021	449,296.88	0.18	259.50	449,393.59	447,328.13
US TREASURY NOTES DTD 02/15/2021 0.125% 02/15/2024	91282CBM2	450,000.00	AA+	Aaa	3/1/2021	3/3/2021	448,048.83	0.27	211.33	448,265.83	447,117.21
US TREASURY NOTES DTD 03/15/2021 0.250% 03/15/2024	91282CBR1	100,000.00	AA+	Aaa	3/29/2021	3/30/2021	99,792.97	0.32	73.37	99,810.78	99,609.38

## Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
<b>U.S. Treasury Bond / Note</b>											
US TREASURY N/B NOTES DTD 04/15/2021 0.375% 04/15/2024	91282CBV2	250,000.00	AA+	Aaa	4/27/2021	4/29/2021	250,185.55	0.35	197.23	250,174.75	249,687.50
US TREASURY N/B NOTES DTD 04/15/2021 0.375% 04/15/2024	91282CBV2	275,000.00	AA+	Aaa	4/22/2021	4/23/2021	275,365.23	0.33	216.96	275,342.07	274,656.25
US TREASURY N/B NOTES DTD 06/15/2021 0.250% 06/15/2024	91282CCG4	250,000.00	AA+	Aaa	6/24/2021	6/29/2021	248,427.73	0.46	27.32	248,430.64	248,476.55
US TREASURY N/B NOTES DTD 06/15/2021 0.250% 06/15/2024	91282CCG4	250,000.00	AA+	Aaa	6/28/2021	6/29/2021	248,408.20	0.47	27.32	248,411.14	248,476.55
US TREASURY N/B NOTES DTD 06/15/2021 0.250% 06/15/2024	91282CCG4	150,000.00	AA+	Aaa	6/17/2021	6/21/2021	149,214.84	0.43	16.39	149,222.04	149,085.93
US TREASURY N/B NOTES DTD 06/15/2021 0.250% 06/15/2024	91282CCG4	250,000.00	AA+	Aaa	6/18/2021	6/22/2021	248,310.55	0.48	27.32	248,324.51	248,476.55
US TREASURY NOTES DTD 10/31/2019 1.500% 10/31/2024	912828YM6	300,000.00	AA+	Aaa	5/4/2021	5/6/2021	310,910.16	0.45	758.15	310,430.59	309,562.50
US TREASURY NOTES DTD 11/30/2019 1.500% 11/30/2024	912828YV6	250,000.00	AA+	Aaa	6/2/2021	6/7/2021	259,257.81	0.43	317.62	259,083.13	257,968.75
<b>Security Type Sub-Total</b>		<b>9,890,000.00</b>					<b>9,912,898.84</b>	<b>0.90</b>	<b>34,559.82</b>	<b>9,907,171.15</b>	<b>9,984,435.17</b>
<b>Supra-National Agency Bond / Note</b>											
AFRICAN DEVELOPMENT BANK SUPRANATL DTD 04/03/2020 0.750% 04/03/2023	008281BC0	360,000.00	AAA	Aaa	3/26/2020	4/3/2020	359,499.60	0.80	660.00	359,707.07	362,889.36
INTL BK OF RECON AND DEV NOTE DTD 04/20/2021 0.125% 04/20/2023	459058JV6	175,000.00	AAA	Aaa	4/13/2021	4/20/2021	174,637.75	0.23	43.14	174,673.48	174,574.23
INTER-AMERICAN DEVEL BK NOTES DTD 04/24/2020 0.500% 05/24/2023	4581X0DM7	125,000.00	AAA	Aaa	4/17/2020	4/24/2020	124,957.50	0.51	64.24	124,973.86	125,541.50
ASIAN DEVELOPMENT BANK NOTES DTD 07/14/2020 0.250% 07/14/2023	045167EV1	230,000.00	AAA	Aaa	7/7/2020	7/14/2020	229,615.90	0.31	266.74	229,739.37	229,671.33
ASIAN DEVELOPMENT BANK NOTES DTD 10/06/2020 0.250% 10/06/2023	045167EX7	190,000.00	AAA	Aaa	9/29/2020	10/6/2020	189,796.70	0.29	112.15	189,846.46	189,698.09
<b>Security Type Sub-Total</b>		<b>1,080,000.00</b>					<b>1,078,507.45</b>	<b>0.48</b>	<b>1,146.27</b>	<b>1,078,940.24</b>	<b>1,082,374.51</b>

## Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
<b>Municipal Bond / Note</b>											
NY ST DORM AUTH PITS TXBL REV BONDS DTD 10/15/2020 0.550% 03/15/2022	64990FYV0	155,000.00	NR	Aa2	10/9/2020	10/15/2020	155,000.00	0.55	251.01	155,000.00	155,399.90
CA ST EARTHQUAKE AUTH TXBL REV BONDS DTD 11/24/2020 1.327% 07/01/2022	13017HAJ5	50,000.00	NR	NR	11/13/2020	11/24/2020	50,000.00	1.33	331.75	50,000.00	50,476.00
HONOLULU, HI TXBL GO BONDS DTD 08/21/2019 1.739% 08/01/2022	438687KR5	145,000.00	NR	Aa1	8/8/2019	8/21/2019	145,000.00	1.74	1,050.65	145,000.00	147,569.40
NY ST URBAN DEV CORP TXBL REV BONDS DTD 12/23/2020 0.480% 03/15/2023	650036DR4	55,000.00	AA+	NR	12/16/2020	12/23/2020	55,000.00	0.48	77.73	55,000.00	54,994.50
CT ST TXBL GO BONDS DTD 06/11/2020 2.000% 07/01/2023	20772KJV2	20,000.00	A+	Aa3	5/29/2020	6/11/2020	20,119.40	1.80	200.00	20,078.17	20,649.80
PORT AUTH OF NY/NJ TXBL REV BONDS DTD 07/08/2020 1.086% 07/01/2023	73358W4V3	75,000.00	A+	Aa3	7/2/2020	7/8/2020	75,000.00	1.09	798.67	75,000.00	75,972.75
PORT AUTH OF NY/NJ TXBL REV BONDS DTD 07/08/2020 1.086% 07/01/2023	73358W4V3	75,000.00	A+	Aa3	7/7/2020	7/9/2020	75,439.50	0.89	798.67	75,295.16	75,972.75
NJ TURNPIKE AUTHORITY TXBL REV BONDS DTD 02/04/2021 0.638% 01/01/2024	646140DM2	55,000.00	A+	A2	1/22/2021	2/4/2021	55,000.00	0.64	143.28	55,000.00	55,022.00
NY ST URBAN DEV CORP TXBL REV BONDS DTD 12/23/2020 0.620% 03/15/2024	650036DS2	165,000.00	AA+	NR	12/16/2020	12/23/2020	165,000.00	0.62	301.22	165,000.00	164,356.50
NY ST DORM AUTH PITS TXBL REV BONDS DTD 06/23/2021 0.887% 03/15/2025	64990FD43	35,000.00	AA+	NR	6/16/2021	6/23/2021	35,000.00	0.89	6.90	35,000.00	35,042.00

## Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
<b>Municipal Bond / Note</b>											
FL ST BOARD OF ADMIN TXBL REV BONDS DTD 09/16/2020 1.258% 07/01/2025	341271AD6	65,000.00	AA	Aa3	9/3/2020	9/16/2020	65,000.00	1.26	408.85	65,000.00	65,648.05
<b>Security Type Sub-Total</b>		<b>895,000.00</b>					<b>895,558.90</b>	<b>0.97</b>	<b>4,368.73</b>	<b>895,373.33</b>	<b>901,103.65</b>
<b>Federal Agency Mortgage-Backed Security</b>											
FN AQ0578 DTD 11/01/2012 2.500% 11/01/2027	3138MFUC9	85,585.94	AA+	Aaa	9/27/2019	9/30/2019	86,669.13	2.33	178.30	86,434.45	89,420.39
FANNIE MAE POOL DTD 01/01/2013 2.500% 01/01/2028	3138MRLV1	81,923.11	AA+	Aaa	2/5/2020	2/18/2020	83,382.36	2.25	170.67	83,129.00	85,485.91
FREDDIE MAC POOL DTD 09/01/2018 2.000% 04/01/2028	3131X85Q5	72,962.31	AA+	Aaa	9/26/2019	9/30/2019	72,711.51	2.04	121.60	72,763.19	75,359.14
FN FM1456 DTD 09/01/2019 2.500% 09/01/2028	3140X4TN6	114,903.33	AA+	Aaa	12/10/2019	12/17/2019	116,052.35	2.37	239.38	115,849.35	119,900.43
FR ZK7590 DTD 09/01/2018 3.000% 01/01/2029	3131XBNF2	62,803.01	AA+	Aaa	12/12/2019	12/17/2019	64,353.45	2.69	157.01	64,089.65	66,238.97
FN AL8774 DTD 06/01/2016 3.000% 03/01/2029	3138ETXC5	51,674.44	AA+	Aaa	2/5/2019	2/19/2019	51,819.77	2.97	129.19	51,785.53	54,339.73
FANNIE MAE POOL DTD 01/01/2019 2.500% 03/01/2029	3140J94Y4	89,967.15	AA+	Aaa	8/15/2019	8/19/2019	91,401.01	2.31	187.43	91,120.17	93,945.07
FANNIE MAE POOL DTD 11/01/2014 2.500% 11/01/2029	3138Y8UX6	73,615.59	AA+	Aaa	3/7/2019	3/18/2019	72,534.36	2.66	153.37	72,767.27	76,959.48
FN BM4485 DTD 09/01/2018 3.000% 09/01/2030	3140J86X6	122,371.88	AA+	Aaa	1/27/2020	1/31/2020	126,023.92	2.68	305.93	125,535.53	129,037.50
<b>Security Type Sub-Total</b>		<b>755,806.76</b>					<b>764,947.86</b>	<b>2.46</b>	<b>1,642.88</b>	<b>763,474.14</b>	<b>790,686.62</b>
<b>Federal Agency Collateralized Mortgage Obligation</b>											
FHMS K019 A2 DTD 08/01/2012 2.272% 03/01/2022	3137ASNJ9	137,756.06	AA+	Aaa	3/8/2019	3/13/2019	135,937.27	2.74	260.82	137,348.34	139,073.43

## Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
<b>Federal Agency Collateralized Mortgage Obligation</b>											
FHLMC MULTIFAMILY STRUCTURED P DTD 12/01/2012 2.355% 07/01/2022	3137AVXN2	173,915.73	AA+	Aaa	8/14/2019	8/19/2019	176,035.32	1.92	341.31	174,654.65	177,061.81
FHLMC MULTIFAMILY STRUCTURED P DTD 12/01/2012 2.307% 08/01/2022	3137AWQH1	100,000.00	AA+	Aaa	9/4/2019	9/9/2019	101,476.56	1.78	192.25	100,553.19	101,849.93
FNA 2013-M1 A2 DTD 01/01/2013 2.365% 08/01/2022	3136ABPW7	42,220.15	AA+	Aaa	9/10/2019	9/13/2019	42,545.04	2.09	83.20	42,342.33	42,552.74
FHLMC MULTIFAMILY STRUCTURED P DTD 02/01/2013 2.682% 10/01/2022	3137AYCE9	175,000.00	AA+	Aaa	6/20/2019	6/25/2019	178,199.22	2.10	391.13	176,224.49	179,366.05
FHLMC MULTIFAMILY STRUCTURED P DTD 05/01/2013 2.510% 11/01/2022	3137B1BS0	150,000.00	AA+	Aaa	8/12/2019	8/15/2019	152,765.63	1.92	313.75	151,149.60	153,775.67
FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/01/2022	3136AEGQ4	46,315.57	AA+	Aaa	9/4/2019	9/9/2019	46,922.35	1.86	88.00	46,582.16	47,026.42
FHMS KP05 A DTD 12/01/2018 3.203% 07/01/2023	3137FKK39	8,062.67	AA+	Aaa	12/7/2018	12/17/2018	8,062.65	3.20	21.52	8,062.66	8,229.28
FHMS KJ27 A1 DTD 11/01/2019 2.092% 07/01/2024	3137FQ3V3	47,084.05	AA+	Aaa	11/20/2019	11/26/2019	47,082.90	2.09	82.08	47,083.30	48,061.60
FNR 2012-145 EA DTD 12/01/2012 1.250% 01/01/2028	3136AAZ57	78,361.91	AA+	Aaa	2/7/2020	2/12/2020	77,250.75	1.44	81.63	77,445.59	78,982.27
<b>Security Type Sub-Total</b>		<b>958,716.14</b>					<b>966,277.69</b>	<b>2.04</b>	<b>1,855.69</b>	<b>961,446.31</b>	<b>975,979.20</b>
<b>Federal Agency Bond / Note</b>											
FREDDIE MAC NOTES DTD 07/23/2020 0.125% 07/25/2022	3137EAET2	305,000.00	AA+	Aaa	7/21/2020	7/23/2020	304,310.70	0.24	165.21	304,633.69	304,996.04
FREDDIE MAC NOTES DTD 04/20/2020 0.375% 04/20/2023	3137EAEQ8	465,000.00	AA+	Aaa	4/17/2020	4/20/2020	463,837.50	0.46	343.91	464,301.44	466,291.31
FREDDIE MAC NOTES DTD 05/07/2020 0.375% 05/05/2023	3137EAER6	525,000.00	AA+	Aaa	5/5/2020	5/7/2020	524,779.50	0.39	306.25	524,864.23	526,394.93
FANNIE MAE NOTES DTD 05/22/2020 0.250% 05/22/2023	3135G04Q3	640,000.00	AA+	Aaa	5/20/2020	5/22/2020	638,073.60	0.35	173.33	638,786.10	640,234.88

## Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
<b>Federal Agency Bond / Note</b>											
FEDERAL HOME LOAN BANKS NOTES DTD 05/09/2013 2.125% 06/09/2023	3133834G3	100,000.00	AA+	Aaa	3/24/2020	3/25/2020	104,362.00	0.75	129.86	102,637.32	103,643.00
FREDDIE MAC NOTES DTD 06/26/2020 0.250% 06/26/2023	3137EAES4	455,000.00	AA+	Aaa	6/24/2020	6/26/2020	453,671.40	0.35	15.80	454,120.33	455,085.09
FANNIE MAE NOTES DTD 07/10/2020 0.250% 07/10/2023	3135G05G4	480,000.00	AA+	Aaa	7/8/2020	7/10/2020	478,968.00	0.32	570.00	479,303.52	479,924.64
FREDDIE MAC NOTES DTD 08/21/2020 0.250% 08/24/2023	3137EAEV7	475,000.00	AA+	Aaa	8/19/2020	8/21/2020	474,515.50	0.28	418.92	474,654.05	474,819.50
FREDDIE MAC NOTES DTD 09/04/2020 0.250% 09/08/2023	3137EAEW5	325,000.00	AA+	Aaa	9/2/2020	9/4/2020	325,059.35	0.24	255.04	325,043.15	324,803.38
FREDDIE MAC NOTES DTD 09/04/2020 0.250% 09/08/2023	3137EAEW5	435,000.00	AA+	Aaa	9/2/2020	9/4/2020	434,856.45	0.26	341.35	434,895.64	434,736.82
FREDDIE MAC NOTES DTD 10/16/2020 0.125% 10/16/2023	3137EAEY1	115,000.00	AA+	Aaa	10/14/2020	10/16/2020	114,571.05	0.25	29.95	114,672.12	114,572.78
FREDDIE MAC NOTES DTD 11/05/2020 0.250% 11/06/2023	3137EAEZ8	765,000.00	AA+	Aaa	11/3/2020	11/5/2020	764,311.50	0.28	292.19	764,461.01	763,967.25
FREDDIE MAC NOTES DTD 12/04/2020 0.250% 12/04/2023	3137EAF A2	490,000.00	AA+	Aaa	12/2/2020	12/4/2020	489,514.90	0.28	91.88	489,607.49	489,080.27
<b>Security Type Sub-Total</b>		<b>5,575,000.00</b>					<b>5,570,831.45</b>	<b>0.33</b>	<b>3,133.69</b>	<b>5,571,980.09</b>	<b>5,578,549.89</b>
<b>Corporate Note</b>											
CITIGROUP INC CORP (CALLABLE) NOTES DTD 04/25/2017 2.750% 04/25/2022	172967LG4	160,000.00	BBB+	A3	7/8/2019	7/10/2019	161,320.00	2.44	806.67	160,356.36	162,806.24
AMERICAN HONDA FINANCE CORP NOTES DTD 11/21/2019 1.950% 05/20/2022	02665WDF5	110,000.00	A-	A3	11/18/2019	11/21/2019	109,962.60	1.96	244.29	109,986.74	111,650.33
HONEYWELL INTERNATIONAL CORPORATE NOTES DTD 08/19/2020 0.483% 08/19/2022	438516CC8	120,000.00	A	A2	8/17/2020	8/19/2020	120,000.00	0.48	212.52	120,000.00	120,028.68



## Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
<b>Corporate Note</b>											
PACCAR FINANCIAL CORP DTD 09/26/2019 2.000% 09/26/2022	69371RQ33	60,000.00	A+	A1	9/23/2019	9/26/2019	59,926.80	2.04	316.67	59,969.81	61,255.80
CATERPILLAR FINL SERVICE NOTES DTD 01/13/2020 1.950% 11/18/2022	14913Q3C1	110,000.00	A	A2	1/9/2020	1/13/2020	109,949.40	1.97	256.21	109,975.43	112,426.82
BANK OF AMERICA CORP BANK NOTE DTD 01/20/2017 3.124% 01/20/2023	06051GGE3	200,000.00	A-	A2	7/8/2019	7/10/2019	203,014.00	2.67	2,794.24	201,327.09	203,083.80
BANK OF NY MELLON CORP NOTES (CALLABLE) DTD 01/28/2020 1.850% 01/27/2023	06406RAM9	75,000.00	A	A1	1/21/2020	1/28/2020	74,947.50	1.87	593.54	74,972.43	76,727.55
ADOBE INC CORP NOTE DTD 02/03/2020 1.700% 02/01/2023	00724PAA7	30,000.00	A	A2	1/22/2020	2/3/2020	29,958.90	1.75	212.50	29,978.21	30,653.34
TOYOTA MOTOR CREDIT CORP CORPORATE NOTES DTD 04/01/2020 2.900% 03/30/2023	89236TGW9	125,000.00	A+	A1	5/13/2020	5/15/2020	131,030.00	1.19	916.32	128,661.69	130,478.25
PEPSICO INC CORPORATE NOTES DTD 05/01/2020 0.750% 05/01/2023	713448EY0	65,000.00	A+	A1	4/29/2020	5/1/2020	64,871.30	0.82	81.25	64,921.37	65,507.65
CHEVRON CORP CORPORATE NOTES DTD 05/11/2020 1.141% 05/11/2023	166764BV1	60,000.00	AA-	Aa2	5/7/2020	5/11/2020	60,000.00	1.14	95.08	60,000.00	60,900.06
APPLE INC CORPORATE NOTES DTD 05/11/2020 0.750% 05/11/2023	037833DV9	140,000.00	AA+	Aa1	5/4/2020	5/11/2020	139,619.20	0.84	145.83	139,763.87	141,172.92
AMAZON.COM INC CORPORATE NOTES DTD 06/03/2020 0.400% 06/03/2023	023135BP0	125,000.00	AA	A1	6/1/2020	6/3/2020	124,825.00	0.45	38.89	124,887.81	125,253.25
PACCAR FINANCIAL CORP CORPORATE NOTES DTD 06/08/2020 0.800% 06/08/2023	69371RQ82	45,000.00	A+	A1	6/1/2020	6/8/2020	44,937.45	0.85	23.00	44,959.61	45,381.56
JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 06/04/2020 0.700% 07/05/2023	24422EVH9	75,000.00	A	A2	6/1/2020	6/4/2020	74,938.50	0.73	256.67	74,959.91	75,469.28

## Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
<b>Corporate Note</b>											
CHEVRON USA INC CORPORATE NOTES DTD 08/12/2020 0.426% 08/11/2023	166756AJ5	30,000.00	AA-	Aa2	8/10/2020	8/12/2020	30,000.00	0.43	49.70	30,000.00	30,034.89
CATERPILLAR FINL SERVICE CORPORATE NOTES DTD 09/14/2020 0.450% 09/14/2023	14913R2F3	75,000.00	A	A2	9/9/2020	9/14/2020	74,949.00	0.47	100.31	74,962.51	75,109.73
BRISTOL-MYERS SQUIBB CO (CALLABLE) CORP DTD 11/13/2020 0.537% 11/13/2023	110122DT2	115,000.00	A+	A2	11/9/2020	11/13/2020	115,000.00	0.54	82.34	115,000.00	115,049.34
GOLDMAN SACHS GROUP INC CORPORATE NOTES DTD 11/19/2020 0.627% 11/17/2023	38141GXL3	75,000.00	BBB+	A2	11/16/2020	11/19/2020	75,000.00	0.63	57.48	75,000.00	74,998.80
JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 03/04/2021 0.450% 01/17/2024	24422EVN6	80,000.00	A	A2	3/1/2021	3/4/2021	79,943.20	0.48	117.00	79,949.64	79,702.24
MORGAN STANLEY CORP NOTES (CALLABLE) DTD 01/25/2021 0.529% 01/25/2024	6174468W2	140,000.00	BBB+	A1	1/20/2021	1/25/2021	140,000.00	0.53	320.93	140,000.00	139,814.08
NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 02/08/2021 0.350% 02/08/2024	63743HEU2	65,000.00	A-	A2	2/1/2021	2/8/2021	64,955.15	0.37	90.37	64,961.01	64,745.01
JPMORGAN CHASE & CO CORPORATE NOTES (CAL DTD 03/16/2021 0.697% 03/16/2024	46647PBZ8	150,000.00	A-	A2	3/9/2021	3/16/2021	150,000.00	0.70	304.94	150,000.00	150,362.85
CHARLES SCHWAB CORP NOTES (CALLABLE) DTD 03/18/2021 0.750% 03/18/2024	808513BN4	75,000.00	A	A2	3/16/2021	3/18/2021	74,962.50	0.77	160.94	74,966.09	75,395.10
AMAZON.COM INC CORPORATE NOTES DTD 05/12/2021 0.450% 05/12/2024	023135BW5	180,000.00	AA	A1	5/10/2021	5/12/2021	179,737.20	0.50	110.25	179,749.19	179,608.14

## Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
<b>Corporate Note</b>											
UNITEDHEALTH GROUP INC (CALLABLE) CORP N DTD 05/19/2021 0.550% 05/15/2024	91324PEB4	85,000.00	A+	A3	5/17/2021	5/19/2021	84,911.60	0.59	54.54	84,915.08	84,763.70
ASTRAZENECA FINANCE LLC (CALLABLE) CORP DTD 05/28/2021 0.700% 05/28/2024	04636NAC7	115,000.00	BBB+	A3	5/25/2021	5/28/2021	114,989.65	0.70	73.79	114,989.97	114,855.79
JPMORGAN CHASE & CO CORPORATE NOTES (CAL DTD 09/16/2020 0.653% 09/16/2024	46647PBS4	100,000.00	A-	A2	9/9/2020	9/16/2020	100,000.00	0.65	190.46	100,000.00	99,964.20
JPMORGAN CHASE & CO CORP NOTES (CALLABLE DTD 02/16/2021 0.563% 02/16/2025	46647PBY1	40,000.00	A-	A2	2/9/2021	2/16/2021	40,000.00	0.56	84.45	40,000.00	39,751.28
CITIGROUP INC CORPORATE NOTES DTD 05/04/2021 0.981% 05/01/2025	172967MX6	90,000.00	BBB+	A3	4/27/2021	5/4/2021	90,000.00	0.98	139.79	90,000.00	89,877.78
WELLS FARGO & COMPANY CORP NOTES (CALLAB DTD 05/19/2021 0.805% 05/19/2025	95000U2T9	50,000.00	BBB+	A1	5/12/2021	5/19/2021	50,000.00	0.81	46.96	50,000.00	49,738.25
JPMORGAN CHASE & CO CORPORATE NOTES DTD 06/01/2021 0.824% 06/01/2025	46647PCH7	50,000.00	A-	A2	5/24/2021	6/1/2021	50,000.00	0.82	34.33	50,000.00	49,919.95
<b>Security Type Sub-Total</b>		<b>3,015,000.00</b>					<b>3,023,748.95</b>	<b>1.07</b>	<b>9,012.26</b>	<b>3,019,213.82</b>	<b>3,036,486.66</b>
<b>Asset-Backed Security</b>											
NALT 2019-A A3 DTD 04/15/2019 2.760% 03/15/2022	65479PAD1	397.90	AAA	Aaa	4/9/2019	4/15/2019	397.87	2.76	0.49	397.89	398.29
HONDA AUTO RECEIVABLES OWNER T DTD 08/28/2018 2.950% 08/21/2022	43815HAC1	12,452.61	NR	Aaa	8/21/2018	8/28/2018	12,450.90	2.95	10.20	12,452.12	12,514.06
JDOT 2018-B A3 DTD 07/25/2018 3.080% 11/15/2022	47788EAC2	9,270.76	NR	Aaa	7/18/2018	7/25/2018	9,270.06	3.08	12.69	9,270.54	9,312.81

## Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
<b>Asset-Backed Security</b>											
TOYOTA ABS 2018-C A3 DTD 08/22/2018 3.020% 12/15/2022	89231AAD3	51,214.34	AAA	Aaa	8/14/2018	8/22/2018	51,205.23	3.02	68.74	51,211.26	51,561.10
HART 2018-B A3 DTD 12/12/2018 3.200% 12/15/2022	44933AAC1	31,576.48	AAA	Aaa	12/4/2018	12/12/2018	31,576.11	3.20	44.91	31,576.35	31,783.68
ALLYA 2018-3 A3 DTD 06/27/2018 3.000% 01/15/2023	02007JAC1	17,777.41	AAA	Aaa	6/19/2018	6/27/2018	17,776.20	3.00	23.70	17,777.00	17,830.34
MBART 2018-1 A3 DTD 07/25/2018 3.030% 01/15/2023	58772RAD6	18,726.93	AAA	Aaa	7/17/2018	7/25/2018	18,726.22	3.03	25.22	18,726.69	18,829.43
HAROT 2018-4 A3 DTD 11/28/2018 3.160% 01/15/2023	43815AAC6	52,269.19	AAA	Aaa	11/20/2018	11/28/2018	52,261.38	3.16	73.41	52,266.28	52,813.07
NAROT 2018-B A3 DTD 07/25/2018 3.060% 03/15/2023	65479GAD1	28,946.03	AAA	Aaa	7/17/2018	7/25/2018	28,945.10	3.06	39.37	28,945.69	29,189.33
TOYOTA AUTO RECEIVABLES OWNER DTD 11/07/2018 3.180% 03/15/2023	89231PAD0	64,613.26	AAA	Aaa	10/31/2018	11/7/2018	64,599.29	3.19	91.32	64,607.79	65,068.04
VALET 2018-2 A3 DTD 11/21/2018 3.250% 04/20/2023	92869BAD4	48,841.46	AAA	Aaa	11/15/2018	11/21/2018	48,839.39	3.25	48.50	48,840.61	49,350.06
GMCAR 2018-3 A3 DTD 07/18/2018 3.020% 05/16/2023	36255JAD6	21,137.50	AAA	NR	7/11/2018	7/18/2018	21,132.57	3.03	26.60	21,135.59	21,307.13
CARMAX AUTO OWNER TRUST DTD 07/25/2018 3.130% 06/15/2023	14313FAD1	26,126.05	AAA	NR	7/18/2018	7/25/2018	26,122.49	3.13	36.34	26,124.63	26,374.35
NAROT 2018-C A3 DTD 12/12/2018 3.220% 06/15/2023	65478NAD7	80,063.46	AAA	Aaa	12/4/2018	12/12/2018	80,048.12	3.22	114.58	80,056.81	80,991.64
HYUNDAI AUTO RECEIVABLES TRUST DTD 04/10/2019 2.660% 06/15/2023	44932NAD2	54,657.82	AAA	NR	4/3/2019	4/10/2019	54,650.63	2.66	64.62	54,654.46	55,170.01
JDOT 2019-A A3 DTD 03/13/2019 2.910% 07/15/2023	47789JAD8	36,293.06	NR	Aaa	3/5/2019	3/13/2019	36,288.60	2.91	46.94	36,290.97	36,710.29
GMALT 2020-3 A3 DTD 09/29/2020 0.450% 08/21/2023	362569AC9	40,000.00	AAA	Aaa	9/22/2020	9/29/2020	39,996.17	0.45	5.50	39,997.17	40,075.69
ALLYA 2019-1 A3 DTD 02/13/2019 2.910% 09/15/2023	02004WAC5	29,238.06	NR	Aaa	2/5/2019	2/13/2019	29,234.52	2.91	37.81	29,236.36	29,555.11

## Managed Account Detail of Securities Held

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<b>Asset-Backed Security</b>											
NAROT 2019-A A3 DTD 02/13/2019 2.900% 10/15/2023	65479KAD2	54,741.77	NR	Aaa	2/5/2019	2/13/2019	54,733.47	2.90	70.56	54,737.70	55,430.24
GMCAR 2018-4 A3 DTD 10/10/2018 3.210% 10/16/2023	38013FAD3	63,657.21	AAA	Aaa	10/2/2018	10/10/2018	63,647.14	3.21	85.14	63,652.61	64,387.85
NALT 2020-B A3 DTD 09/29/2020 0.430% 10/16/2023	65480EAD3	50,000.00	AAA	Aaa	9/22/2020	9/29/2020	49,994.86	0.43	9.56	49,996.13	50,104.39
COPAR 2019-1 A3 DTD 05/30/2019 2.510% 11/15/2023	14042WAC4	48,219.53	AAA	Aaa	5/21/2019	5/30/2019	48,209.77	2.51	53.79	48,214.34	48,788.80
WORLD OMNI AUTO RECEIVABLES TR DTD 08/01/2018 3.130% 11/15/2023	98163EAD8	44,829.17	AAA	NR	7/24/2018	8/1/2018	44,824.99	3.13	62.36	44,827.29	45,328.82
MBALT 2020-B A3 DTD 09/23/2020 0.400% 11/15/2023	58769EAC2	25,000.00	AAA	NR	9/15/2020	9/23/2020	24,998.73	0.40	4.44	24,999.04	25,038.22
CNH 2018-B A3 DTD 09/26/2018 3.190% 11/15/2023	12596EAC8	19,842.11	NR	Aaa	9/18/2018	9/26/2018	19,839.42	3.19	28.13	19,840.87	20,089.49
BMWLT 2021-1 A3 DTD 03/10/2021 0.290% 01/25/2024	05591RAC8	45,000.00	AAA	Aaa	3/2/2021	3/10/2021	44,998.57	0.29	2.18	44,998.72	45,034.96
CARMAX AUTO OWNER TRUST DTD 01/23/2019 3.050% 03/15/2024	14315NAC4	91,187.06	AAA	NR	1/16/2019	1/23/2019	91,176.75	3.05	123.61	91,181.64	92,587.14
CNH EQUIPMENT TRUST DTD 02/06/2019 3.010% 04/15/2024	12596JAC7	30,822.09	AAA	Aaa	1/30/2019	2/6/2019	30,815.32	3.01	41.23	30,818.45	31,289.43
TLOT 2021-A A3 DTD 04/21/2021 0.390% 04/22/2024	89238EAC0	65,000.00	AAA	Aaa	4/13/2021	4/21/2021	64,992.41	0.39	7.75	64,992.90	65,045.50
WOART 2019-A A3 DTD 01/30/2019 3.040% 05/15/2024	98162YAD5	63,597.79	AAA	Aaa	1/23/2019	1/30/2019	63,587.22	3.04	85.93	63,592.05	64,510.58
GMALT 2021-2 A3 DTD 05/26/2021 0.340% 05/20/2024	380144AC9	95,000.00	AAA	NR	5/18/2021	5/26/2021	94,985.09	0.35	9.87	94,985.58	94,817.77
DCENT 2019-A1 DTD 02/01/2019 3.040% 07/15/2024	254683CK9	75,000.00	AAA	Aaa	1/28/2019	2/1/2019	74,998.41	3.04	101.33	74,999.11	76,158.89
NAROT 2020-B A3 DTD 06/30/2020 0.550% 07/15/2024	65479CAD0	75,000.00	AAA	Aaa	6/23/2020	6/30/2020	74,997.95	0.55	18.33	74,998.46	75,238.91

## Managed Account Detail of Securities Held

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<b>Asset-Backed Security</b>											
VZOT 2020-A A1A DTD 01/29/2020 1.850% 07/22/2024	92348TAA2	65,000.00	AAA	Aaa	1/21/2020	1/29/2020	64,992.39	1.85	36.74	64,994.80	66,113.93
GMCAR 2020-1 A3 DTD 01/15/2020 1.840% 09/16/2024	36258NAC6	100,000.00	AAA	Aaa	1/8/2020	1/15/2020	99,976.45	1.85	76.67	99,983.81	101,113.00
AMXCA 2019-1 A DTD 02/14/2019 2.870% 10/15/2024	02588QAB4	100,000.00	NR	Aaa	2/7/2019	2/14/2019	99,983.13	2.87	127.56	99,990.20	101,891.00
HDMOT 2020-A A3 DTD 01/29/2020 1.870% 10/15/2024	41284UAD6	75,000.00	AAA	Aaa	1/21/2020	1/29/2020	74,983.64	1.87	62.33	74,988.57	75,759.95
HAROT 2020-3 A3 DTD 09/29/2020 0.370% 10/18/2024	43813KAC6	125,000.00	AAA	NR	9/22/2020	9/29/2020	124,981.64	0.37	16.70	124,985.05	125,152.36
BMWOT 2020-A A3 DTD 07/15/2020 0.480% 10/25/2024	09661RAD3	50,000.00	AAA	NR	7/8/2020	7/15/2020	49,996.23	0.48	4.00	49,997.08	50,138.44
AMXCA 2019-2 A DTD 04/29/2019 2.670% 11/15/2024	02587AAN4	150,000.00	NR	Aaa	4/22/2019	4/29/2019	149,991.21	2.67	178.00	149,994.65	152,949.30
JDOT 2020-B A3 DTD 07/22/2020 0.510% 11/15/2024	47787NAC3	40,000.00	NR	Aaa	7/14/2020	7/22/2020	39,993.90	0.51	9.07	39,995.23	40,071.03
CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024	14315XAC2	75,000.00	AAA	NR	1/14/2020	1/22/2020	74,985.29	1.89	63.00	74,989.61	76,475.79
HART 2020-B A3 DTD 07/22/2020 0.480% 12/16/2024	44933FAC0	35,000.00	AAA	NR	7/14/2020	7/22/2020	34,993.45	0.48	7.47	34,994.85	35,062.06
VZOT 2020-B A DTD 08/12/2020 0.470% 02/20/2025	92290BAA9	60,000.00	NR	Aaa	8/4/2020	8/12/2020	59,987.40	0.47	8.62	59,989.86	60,159.79
CARMX 2020-3 A3 DTD 07/22/2020 0.620% 03/17/2025	14315FAD9	35,000.00	AAA	NR	7/14/2020	7/22/2020	34,994.00	0.62	9.64	34,995.21	35,134.14
GMCAR 2020-3 A3 DTD 08/19/2020 0.450% 04/16/2025	362590AC5	100,000.00	NR	Aaa	8/11/2020	8/19/2020	99,977.12	0.46	18.75	99,981.37	100,239.56
CARMX 2020-4 A3 DTD 10/21/2020 0.500% 08/15/2025	14316HAC6	60,000.00	AAA	NR	10/14/2020	10/21/2020	59,986.79	0.50	13.33	59,988.69	59,987.57
HART 2021-A A3 DTD 04/28/2021 0.380% 09/15/2025	44933LAC7	55,000.00	AAA	NR	4/20/2021	4/28/2021	54,994.21	0.38	9.29	54,994.44	54,985.34

## Managed Account Detail of Securities Held

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<b>Asset-Backed Security</b>											
JDOT 2021-A A3 DTD 03/10/2021 0.360% 09/15/2025	47788UAC6	45,000.00	NR	Aaa	3/2/2021	3/10/2021	44,991.35	0.36	7.20	44,991.94	44,934.98
CARMX 2021-1 A3 DTD 01/27/2021 0.340% 12/15/2025	14316NAC3	40,000.00	AAA	NR	1/20/2021	1/27/2021	39,992.10	0.34	6.04	39,992.79	39,952.40
CNH 2021-A A3 DTD 03/15/2021 0.400% 12/15/2025	12598AAC4	70,000.00	AAA	NR	3/9/2021	3/15/2021	69,983.63	0.41	12.44	69,984.65	69,943.66
CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026	14314QAC8	80,000.00	AAA	NR	4/13/2021	4/21/2021	79,982.76	0.52	18.49	79,983.45	80,105.87
HDMOT 2021-A A3 DTD 02/18/2021 0.370% 04/15/2026	41284NAC4	75,000.00	AAA	Aaa	2/9/2021	2/18/2021	74,982.31	0.37	12.33	74,983.56	74,899.13
GMCAR 2021-2 A3 DTD 04/14/2021 0.510% 04/16/2026	380149AC8	60,000.00	NR	Aaa	4/6/2021	4/14/2021	59,994.73	0.51	12.75	59,994.95	60,100.26
WOART 2021-B A3 DTD 05/19/2021 0.420% 06/15/2026	98163LAC4	90,000.00	AAA	NR	5/11/2021	5/19/2021	89,987.03	0.42	16.80	89,987.33	89,820.23
BACCT 2021-A1 A DTD 05/14/2021 0.440% 09/15/2026	05522RDD7	25,000.00	AAA	NR	5/7/2021	5/14/2021	24,999.57	0.44	4.89	24,999.58	24,946.34
VZMT 2021-1 A DTD 05/25/2021 0.500% 05/20/2027	92348KAA1	90,000.00	AAA	Aaa	5/18/2021	5/25/2021	89,993.39	0.50	45.00	89,993.50	89,912.27
<b>Security Type Sub-Total</b>		<b>3,170,499.05</b>					<b>3,170,044.67</b>	<b>1.65</b>	<b>2,252.26</b>	<b>3,170,178.27</b>	<b>3,192,533.82</b>
<b>Managed Account Sub Total</b>		<b>25,340,021.95</b>					<b>25,382,815.81</b>	<b>0.96</b>	<b>57,971.60</b>	<b>25,367,777.35</b>	<b>25,542,149.52</b>
<b>Securities Sub-Total</b>		<b>\$25,340,021.95</b>					<b>\$25,382,815.81</b>	<b>0.96%</b>	<b>\$57,971.60</b>	<b>\$25,367,777.35</b>	<b>\$25,542,149.52</b>
<b>Accrued Interest</b>											<b>\$57,971.60</b>
<b>Total Investments</b>											<b>\$25,600,121.12</b>

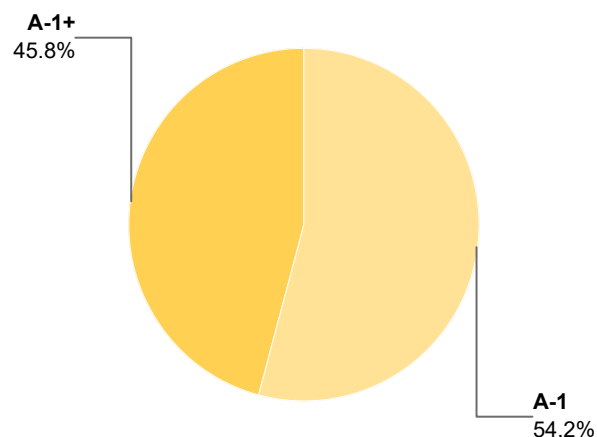
Bolded items are forward settling trades.

## Portfolio Statistics

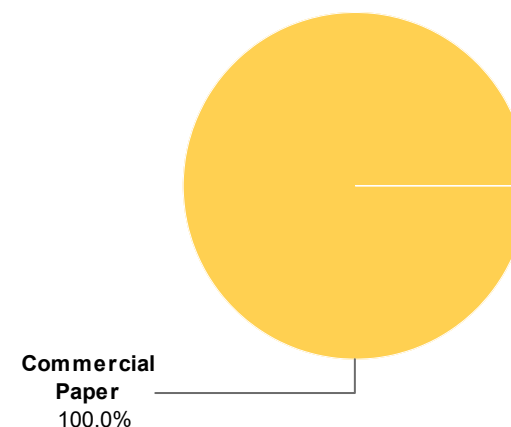
As of June 30, 2021

Par Value:	\$29,010,000
Total Market Value:	\$29,041,629
Security Market Value:	\$28,992,238
Accrued Interest:	-
Cash:	\$49,391
Amortized Cost:	\$28,990,264
Yield at Market:	0.12%
Yield at Cost:	0.17%
Effective Duration:	0.40 Years
Average Maturity:	0.39 Years
Average Credit: *	A
Benchmark Eff. Yield:	0.05%

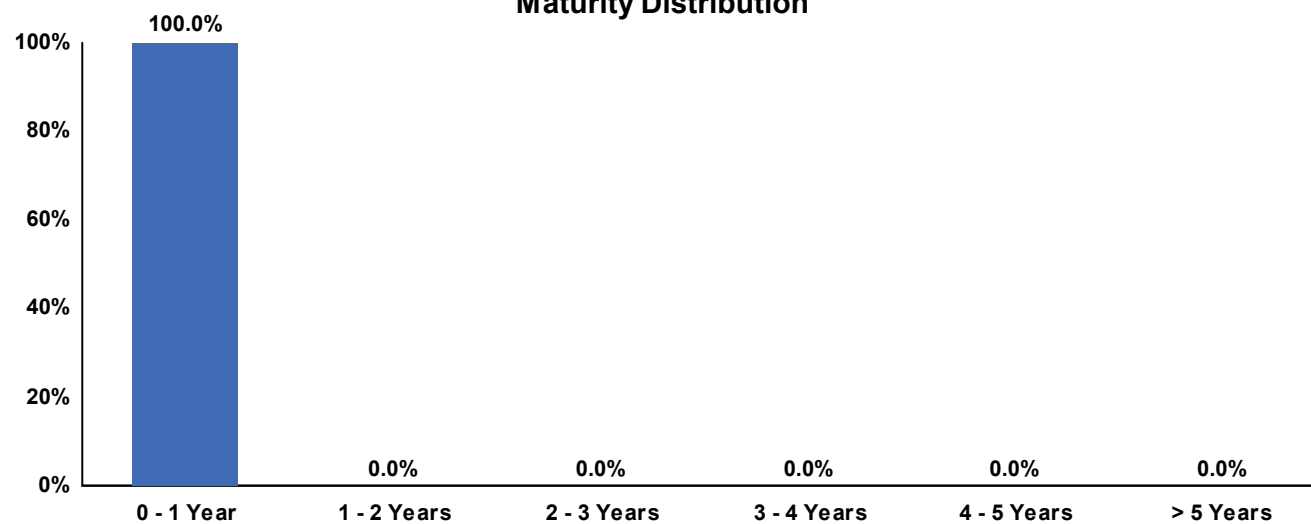
## Credit Quality (S&amp;P Ratings)



## Sector Allocation



## Maturity Distribution



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

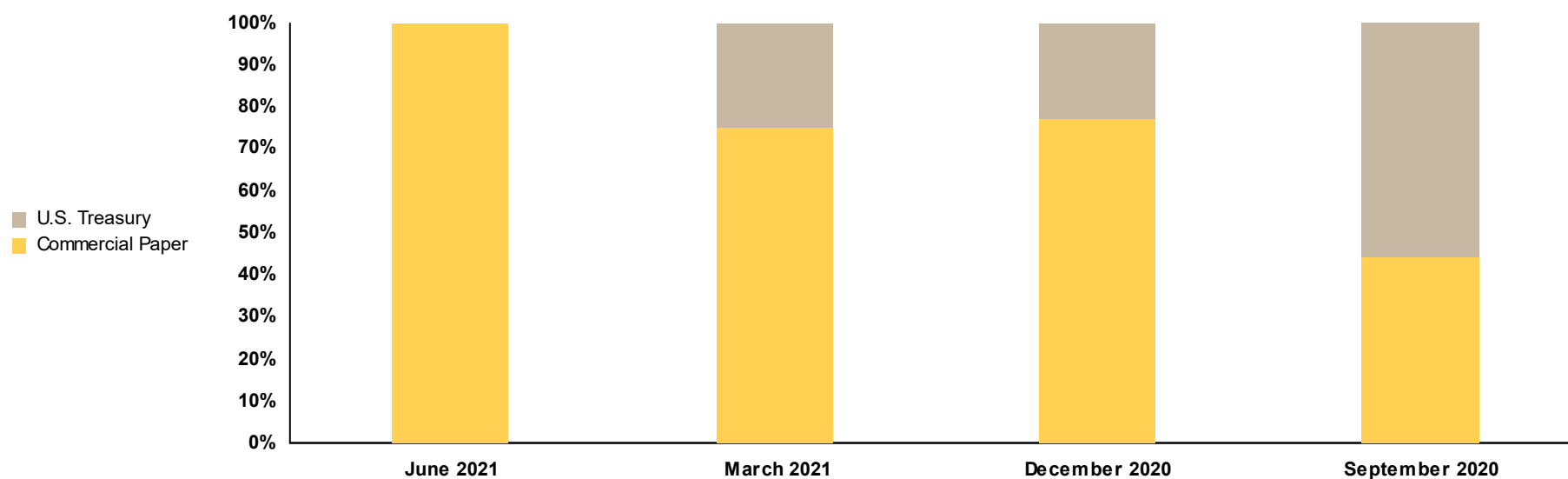


**Portfolio Earnings***Quarter-Ended June 30, 2021*

	<b>Market Value Basis</b>	<b>Accrual (Amortized Cost) Basis</b>
<b>Beginning Value (03/31/2021)</b>	\$24,707,762.34	\$24,704,594.10
<b>Net Purchases/Sales</b>	\$4,272,988.42	\$4,272,988.42
<b>Change in Value</b>	\$11,487.64	\$12,681.24
<b>Ending Value (06/30/2021)</b>	\$28,992,238.40	\$28,990,263.76
<b>Interest Earned</b>	\$52.73	\$52.73
<b>Portfolio Earnings</b>	\$11,540.37	\$12,733.97

## Sector Allocation

Sector	June 30, 2021		March 31, 2021		December 31, 2020		September 30, 2020	
	MV (\$MM)	% of Total	MV (\$MM)	% of Total	MV (\$MM)	% of Total	MV (\$MM)	% of Total
Commercial Paper	29.0	100.0%	18.5	75.1%	20.8	77.1%	4.8	44.1%
U.S. Treasury	0.0	0.0%	6.2	24.9%	6.2	22.9%	6.2	55.9%
Total	\$29.0	100.0%	\$24.7	100.0%	\$26.9	100.0%	\$11.0	100.0%

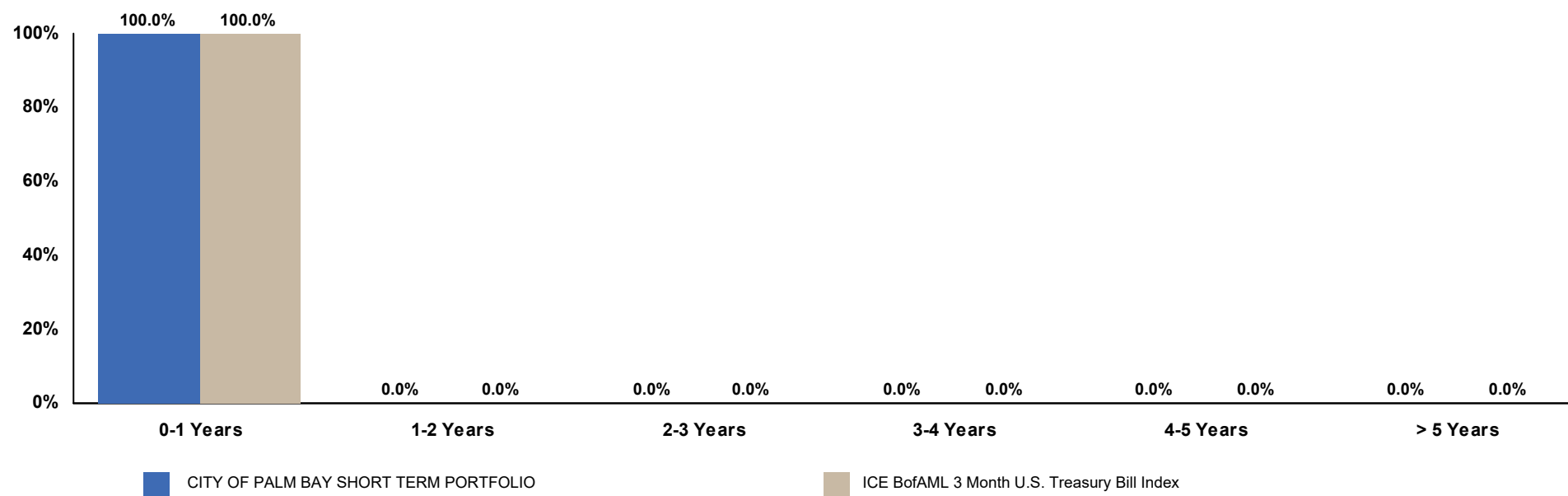


Detail may not add to total due to rounding.

## Maturity Distribution

As of June 30, 2021

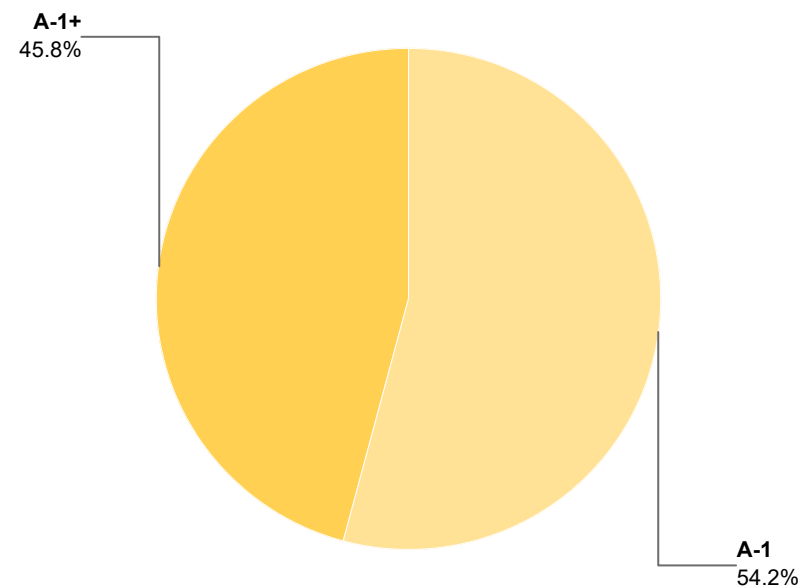
Portfolio/Benchmark	Yield at Market	Average Maturity	0-1 Years	1-2 Years	2-3 Years	3-4 Years	4-5 Years	>5 Years
CITY OF PALM BAY SHORT TERM PORTFOLIO	0.12%	0.39 yrs	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
ICE BofAML 3 Month U.S. Treasury Bill Index	0.05%	0.23 yrs	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%



## Credit Quality

As of June 30, 2021

S&P Rating	Market Value (\$)	% of Portfolio
A-1	\$15,701,551	54.2%
A-1+	\$13,290,688	45.8%
<b>Totals</b>	<b>\$28,992,238</b>	<b>100.0%</b>



Detail may not add to total due to rounding.

**Issuer Distribution*****As of June 30, 2021***

<b>Issuer</b>	<b>Market Value (\$)</b>	<b>% of Portfolio</b>
ROYAL BANK OF CANADA	7,491,053	25.8%
CREDIT SUISSE GROUP RK	4,643,537	16.0%
NATIXIS NY BRANCH	3,999,636	13.8%
EXXON MOBIL CORP	3,799,901	13.1%
CREDIT AGRICOLE SA	3,799,730	13.1%
ING GROEP NV	2,759,310	9.5%
TOYOTA MOTOR CORP	1,999,734	6.9%
JP MORGAN CHASE & CO	499,338	1.7%
<b>Grand Total:</b>	<b>28,992,238</b>	<b>100.0%</b>

## Sector/Issuer Distribution

As of June 30, 2021

Sector / Issuer	Market Value (\$)	% of Sector	% of Total Portfolio
<b>Commercial Paper</b>			
CREDIT AGRICOLE SA	3,799,730	13.1%	13.1%
CREDIT SUISSE GROUP RK	4,643,537	16.0%	16.0%
EXXON MOBIL CORP	3,799,901	13.1%	13.1%
ING GROEP NV	2,759,310	9.5%	9.5%
JP MORGAN CHASE & CO	499,338	1.7%	1.7%
NATIXIS NY BRANCH	3,999,636	13.8%	13.8%
ROYAL BANK OF CANADA	7,491,053	25.8%	25.8%
TOYOTA MOTOR CORP	1,999,734	6.9%	6.9%
<b>Sector Total</b>	<b>28,992,238</b>	<b>100.0%</b>	<b>100.0%</b>
<b>Portfolio Total</b>	<b>28,992,238</b>	<b>100.0%</b>	<b>100.0%</b>

## Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield at Market	Realized G/L (BV)
<b>BUY</b>									
3/30/21	4/1/21	3,800,000	30229AUN7	EXXON MOBIL CORP COMM PAPER	0.00%	7/22/21	3,798,699.56	0.11%	
4/1/21	4/1/21	500,000	46640PZT3	JP MORGAN SECURITIES LLC COMM PAPER	0.00%	12/27/21	499,250.00	0.20%	
4/6/21	4/7/21	3,800,000	22533TV29	CREDIT AGRICOLE CIB NY COMM PAPER	0.00%	8/2/21	3,798,641.50	0.11%	
6/25/21	6/28/21	4,650,000	2254EBCM1	CREDIT SUISSE NEW YORK COMM PAPER	0.00%	3/21/22	4,643,471.92	0.19%	
6/29/21	6/30/21	7,500,000	78015DCR9	ROYAL BANK OF CANADA NY COMM PAPER	0.00%	3/25/22	7,491,625.00	0.15%	
<b>Total BUY</b>		<b>20,250,000</b>					<b>20,231,687.98</b>		
<b>INTEREST</b>									
4/1/21	4/1/21	0	MONEY0002	MONEY MARKET FUND			46.07		
5/3/21	5/3/21	0	MONEY0002	MONEY MARKET FUND			6.45		
6/1/21	6/1/21	0	MONEY0002	MONEY MARKET FUND			0.21		
<b>Total INTEREST</b>		<b>0</b>					<b>52.73</b>		
<b>MATURITY</b>									
6/14/21	6/14/21	4,000,000	86563GTE2	SUMITOMO MITSUI TRUST NY COMM PAPER	0.00%	6/14/21	4,000,000.00		0.00
6/17/21	6/17/21	6,160,000	9127963H0	US TREASURY BILL	0.00%	6/17/21	6,160,000.00		0.00
6/21/21	6/21/21	2,000,000	60689FTM0	MIZUHO BANK LTD/NY COMM PAPER	0.00%	6/21/21	2,000,000.00		0.00
<b>Total MATURITY</b>		<b>12,160,000</b>					<b>12,160,000.00</b>		<b>0.00</b>

## CITY OF PALM BAY SHORT TERM PORTFOLIO

Portfolio Activity

## Quarterly Portfolio Transactions

Tran. Type	Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield	Realized G/L (BV)
BUY	3/30/21	4/1/21	3,800,000.00	30229AUN7	EXXON MOBIL CORP COMM PAPER	0.00%	7/22/21	(3,798,699.56)	0.11%	
BUY	4/1/21	4/1/21	500,000.00	46640PZT3	JP MORGAN SECURITIES LLC COMM PAPER	0.00%	12/27/21	(499,250.00)	0.20%	
INTEREST	4/1/21	4/1/21	0.00	MONEY0002	MONEY MARKET FUND			46.07		
BUY	4/6/21	4/7/21	3,800,000.00	22533TV29	CREDIT AGRICOLE CIB NY COMM PAPER	0.00%	8/2/21	(3,798,641.50)	0.11%	
INTEREST	5/3/21	5/3/21	0.00	MONEY0002	MONEY MARKET FUND			6.45		
INTEREST	6/1/21	6/1/21	0.00	MONEY0002	MONEY MARKET FUND			0.21		
MATURITY	6/14/21	6/14/21	4,000,000.00	86563GTE2	SUMITOMO MITSUI TRUST NY COMM PAPER	0.00%	6/14/21	4,000,000.00		0.00
MATURITY	6/17/21	6/17/21	6,160,000.00	9127963H0	US TREASURY BILL	0.00%	6/17/21	6,160,000.00		0.00
MATURITY	6/21/21	6/21/21	2,000,000.00	60689FTM0	MIZUHO BANK LTD/NY COMM PAPER	0.00%	6/21/21	2,000,000.00		0.00
BUY	6/25/21	6/28/21	4,650,000.00	2254EBCM1	CREDIT SUISSE NEW YORK COMM PAPER	0.00%	3/21/22	(4,643,471.92)	0.19%	
BUY	6/29/21	6/30/21	7,500,000.00	78015DCR9	ROYAL BANK OF CANADA NY COMM PAPER	0.00%	3/25/22	(7,491,625.00)	0.15%	
<b>TOTALS</b>								<b>(8,071,635.25)</b>		<b>0.00</b>



## CITY OF PALM BAY SHORT TERM PORTFOLIO

Portfolio Holdings

## Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
<b>Commercial Paper</b>											
EXXON MOBIL CORP COMM PAPER DTD 04/01/2021 0.000% 07/22/2021	30229AUN7	3,800,000.00	A-1+	P-1	3/30/2021	4/1/2021	3,798,699.56	0.11	0.00	3,799,756.17	3,799,901.20
CREDIT AGRICOLE CIB NY COMM PAPER DTD 01/04/2021 0.000% 08/02/2021	22533TV29	3,800,000.00	A-1	P-1	4/6/2021	4/7/2021	3,798,641.50	0.11	0.00	3,799,628.44	3,799,730.20
ING (US) FUNDING LLC COMM PAPER DTD 03/29/2021 0.000% 08/26/2021	4497W0VS4	2,760,000.00	A-1	P-1	3/29/2021	3/30/2021	2,758,058.03	0.17	0.00	2,759,270.13	2,759,310.00
NATIXIS NY BRANCH COMM PAPER DTD 12/17/2020 0.000% 09/13/2021	63873JWD8	4,000,000.00	A-1	P-1	12/17/2020	12/18/2020	3,992,527.78	0.25	0.00	3,997,944.45	3,999,636.00
TOYOTA MOTOR CREDIT CORP COMM PAPER DTD 12/21/2020 0.000% 09/17/2021	89233GWH5	2,000,000.00	A-1+	P-1	12/21/2020	12/22/2020	1,996,413.33	0.24	0.00	1,998,960.00	1,999,734.00
JP MORGAN SECURITIES LLC COMM PAPER DTD 04/01/2021 0.000% 12/27/2021	46640PZT3	500,000.00	A-1	P-1	4/1/2021	4/1/2021	499,250.00	0.20	0.00	499,502.78	499,338.00
CREDIT SUISSE NEW YORK COMM PAPER DTD 06/24/2021 0.000% 03/21/2022	2254EBCM1	4,650,000.00	A-1	P-1	6/25/2021	6/28/2021	4,643,471.92	0.19	0.00	4,643,545.54	4,643,536.50
ROYAL BANK OF CANADA NY COMM PAPER DTD 03/26/2021 0.000% 03/25/2022	78015DCR9	7,500,000.00	A-1+	P-1	6/29/2021	6/30/2021	7,491,625.00	0.15	0.00	7,491,656.25	7,491,052.50
<b>Security Type Sub-Total</b>		<b>29,010,000.00</b>					<b>28,978,687.12</b>	<b>0.17</b>	<b>0.00</b>	<b>28,990,263.76</b>	<b>28,992,238.40</b>
<b>Managed Account Sub Total</b>		<b>29,010,000.00</b>					<b>28,978,687.12</b>	<b>0.17</b>	<b>0.00</b>	<b>28,990,263.76</b>	<b>28,992,238.40</b>
<b>Securities Sub-Total</b>		<b>\$29,010,000.00</b>					<b>\$28,978,687.12</b>	<b>0.17%</b>	<b>\$0.00</b>	<b>\$28,990,263.76</b>	<b>\$28,992,238.40</b>
<b>Accrued Interest</b>											<b>\$0.00</b>
<b>Total Investments</b>											<b>\$28,992,238.40</b>

Bolded items are forward settling trades.

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**IMPORTANT DISCLOSURES**

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

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

## GLOSSARY

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

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## GLOSSARY

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

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## LEGISLATIVE MEMORANDUM

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

**FROM:** Suzanne Sherman, City Manager

**DATE:** 8/19/2021

**RE:** Sustainability Action Plan - Lesley Byrd, Chairperson.

The Sustainability Advisory Board (SAB) was formed to advise and assist the City Council, City Manager, and city staff in matters relating to pollution reduction, water quality initiatives, community education and involvement, and assessing local climate risk.

The Board's bylaws cite, among other tasks, a duty and responsibility to develop an environmental sustainability plan for City operations. The SAB is presenting to Council a first draft of this document for their review, consideration, and discussion.

**REQUESTING DEPARTMENT:**

City Manager's Office

**FISCAL IMPACT:**

There is no fiscal impact.

**ATTACHMENTS:**

**Description**

Sustainability Action Plan Presentation Power Point

# Sustainability Advisory Board Sustainability Action Plan

August 19, 2021



# What is Sustainability

Sustainability most fundamentally means "meeting the needs of current generations without compromising the ability of future generations to meet their own needs.\*"

(\*Brundtland Report, published by the World Commission on Environment and Development)

Sustainability is preparing for known and unknown challenges to the resiliency and prosperity of our rapidly developing city.

Sustainability encompasses:

- Thinking Green

- Efficiency and Equity

- Responsible management of resources



# History of Palm Bay Sustainability Advisory Board

- First Created in 2018 to advise and assist the City Council, City Manager, and City staff in matters relating to
  - pollution reduction
  - water quality initiatives
  - community education and involvement
  - assessing local climate risk
- Among other duties the SAB is responsible to “Develop an environmental Sustainability Plan for city operations with a goal of achieving one hundred percent (100%) clean energy by 2035 in city operations.”

# Current Members

- Lesley Byrd (**Chair**) Mayor 11/24
- Khalilah (Kay) A. Maragh (**Vice-Chair**) Seat 3 11/24
- Phillip Snyder Seat 2 11/24
- Susan B. Connolly Seat 4 11/22
- Randall Olszewski Seat 5 11/22
- Susan Phillips At Large 2/14/22
- Rebecca J. Ziegler At Large 2/14/22
- Current City Staff Support Member: Britta Kellner, Special Projects Manager

# 2021 Action Plan

- **5 elements**
  - Natural Environment (Land and Water Systems)
  - Built Environment (Energy and Buildings)
  - Transportation and Mobility
  - Innovative Waste Management
  - Education and Public Engagement
- **2-4 goals** per element
- Each goal is broken down into objectives for City Government, Local Business and Community.

# Natural Environment

## Three Goals:

1. To protect natural resources by increasing the use of reclaimed water in city and residential properties, create wildlife corridors and reduce water consumption.

*Example: City Government Objective: Expand capture of storm water through use of rain barrels by partnering with the Marine Resources Council (MRC) and Indian River Lagoon (IRL) 8 organizations. Hold educational events to provide low cost materials and free workshops for citizens to do the same.*

2. To expand, protect, and restore publicly owned natural land, to lead by example, and to incentivize the protection of natural areas on private lands.

*Example: Local Business Objective: Explore potential areas for ecotourism. Identify locations that could generate revenue if restored and promoted.*

3. To manage and protect groundwater and surface water bodies.

*Example: Community Objective: Convert from septic tank to city sewer where available.*

# Built Environment

## Three Goals:

1. Reduce energy consumption and greenhouse gas emissions.

*Example: City Government Objective: Develop a carbon emissions performance standard to decarbonize existing large buildings.*

2. Invest in clean, renewable energy.

*Example: Local Business Objective: Enroll in FPL Commercial Demand Reduction (CDR) load management program reducing system peak demand during capacity shortfalls or system emergencies. CDR helps delay the need for expensive, new power plants.*

3. Align city planning with sustainability and resiliency goals.

*Example: City Government Objective: Develop guidelines for developers and committees to follow when creating and reviewing plans to reinvent old big box, strip malls and other commercial developments with similar low density uses to better use the land and surrounding parking lots.*

# Transportation and Mobility

## Three Goals:

1. Invest in smart technology to understand and better manage traffic and to expand sustainable infrastructure.

*Example City Government Objective: Commit to being a leader in the state of Florida in the installation of electric vehicle charging stations at all city buildings, facilities, and parks, and using solar canopies to provide renewable energy for electric vehicle charging when applicable.*

2. Design and/or plan for multimodal transportation systems to efficiently meet the needs of citizens so all may travel safely for local and regional needs.

*Example Local Business Objective: Create a safe, secured, and covered area for employees who are using non-conventional vehicles (such as bicycles) or for employees who are carpooling (such as a “pick up and drop off” location).*

3. Reduce negative impacts of existing transportation infrastructure.

*Example City Government Objective: Where median strips allow, replace turf grass with native grasses, wildflowers, shrubs and small trees. Divert and capture stormwater in the median strip greenspace.*

# Innovative Waste Management

## Two Goals:

1. Decrease amount of waste generated by increasing use of reusable, compostable and electronic resources.

*Example City Government Objective: Create city composting programs in designated areas for residential use and educational purposes.*

2. Increase recycling rates among city government, individuals and businesses.

*Example City Government Objective: Include recycling containers at all city sponsored events.*

# Education and Community Engagement

## Four Goals:

1. Collaborate and partner with schools, community leaders, businesses, and other organizations with similar missions to create opportunities for education and engagement.

*Example Objective: Implement social media campaigns focused on promoting sustainability using the city's existing social media platforms.*

2. Provide engagement opportunities with sustainability initiatives as outlined in our previous elements.

*Example Objective: Host an annual sustainability fair that promotes local co-ops, sustainable organizations, solar panel installers, farmers, etc.*



# Education and Community Engagement

3. Update Palm Bay branding to emphasize sustainability goals.

*Example Objective: Engage in sustainability focused marketing to attract new residents.*

4. Emphasize areas of opportunity and of concern unique to Palm Bay

*Example Objective: Provide opportunities for all city boards to consider sustainability in their efforts.*

# Questions for Council

- Is there a sustainability priority that you have that you did not see represented in the plan?
- What priorities would you like the SAB to focus on
  - Today
  - 5 years
  - 10 years

# Questions for the SAB?





## 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:** 8/19/2021

**RE:** Ordinance 2021-52, amending the Code of Ordinances, Chapter 174, Floodplain and Stormwater Management, Subchapter 'Stormwater Management and Conservation, Part 2: Drainage Plan', by modifying provisions for finished floor elevations for single-family residential construction and the appeals process related thereto (Case T-23-2021, City of Palm Bay), first reading.

The City of Palm Bay (Growth Management Department) has submitted for a textual amendment to modify Section 174.073 - Single-Family Residential Construction to change how Finished Floor Elevations are established and to create a means whereby the City Engineer may modify the drainage and finished floor requirements. In addition, a mechanism is provided for the City Engineer's administrative decision to be appealed to the City Council.

During the past year several cases involving the construction of new single-family homes have required variances to be heard by the Planning & Zoning Board and City Council, or administrative variances to be reviewed by the Growth Management Director and Building Official. The proposed amendment will establish a maximum finished floor elevation for single-family houses, connected to city sewer, of two feet above the crown of the road. The City Engineer will be able to modify the drainage and grading standards appropriately using sound engineering practices rather than the Growth Management Director or City Council granting variances without using engineering criteria. A further change recognizes that the Board of Adjustment no longer exists and that any appeal of administrative decisions will come before the City Council for disposition by quasi-judicial action.

### **REQUESTING DEPARTMENT:**

Growth Management

### **RECOMMENDATION:**

Motion to to approve Case T-23-2021 as written.

### **Planning and Zoning Board Recommendation:**

Planning and Zoning Board minutes are not fully transcribed at this time; the following is an excerpt:

Motion to submit Case T-23-2021 to City Council for approval.

Motion by Mr. Boerema, seconded by Mr. Hill. Motion carried with members voting as follows:

**Aye:** Weinberg, Jordan, Boerema, Boothroyd, Hill.

**ATTACHMENTS:**

**Description**

Case T-23-2021 - Staff Report

Case T-23-2021 - Application

Ordinance 2021-52



# STAFF REPORT

## LAND DEVELOPMENT DIVISION

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

[landdevelopmentweb@palmbayflorida.org](mailto:landdevelopmentweb@palmbayflorida.org)

### Prepared by

Laurence Bradley, AICP, Growth Management Director

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**CASE NUMBER**

T-23-2021

**PLANNING & ZONING BOARD HEARING DATE**

August 4, 2021

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**PROPERTY OWNER & APPLICANT**

City of Palm Bay, Growth Management  
Department

**PROPERTY LOCATION/ADDRESS**

Not Applicable

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**SUMMARY OF REQUEST**

Modification to Section 174.073 – Single-Family Residential Construction to change how Finished Floor Elevations are established and to create a means whereby the City Engineer may modify the drainage and finished floor requirements. Further to provide a mechanism for the City Engineer's administrative decision to be appealed to the City Council.

**Existing Zoning**

Not Applicable

**Existing Land Use**

Not Applicable

**Site Improvements**

Not Applicable

**Site Acreage**

Not Applicable

**APPLICABILITY**

Not Applicable

**COMPREHENSIVE PLAN  
COMPATIBILITY**

Not Specifically Addressed

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**BACKGROUND:**

Textual amendments to the Code of Ordinances, Title XVII, Land Development Code, Chapter 174 Floodplain and Stormwater Management, Section 174.073 Single-Family Residential Construction to change how Finished Floor Elevations are established and to create a means whereby the City Engineer may modify the drainage and finished floor requirements. Further to provide a mechanism for the City Engineer's administrative decision to be appealed to the City Council.

Over the past year, there have been several cases involving the construction of new single-family homes that have required variance applications to Section 174.073 to be heard by the Planning & Zoning Board and City Council, or administrative variances to be reviewed by the Growth Management Director and Building Official. These cases have triggered the need for this amendment which will establish a maximum finished floor elevation for single-family houses, that are connected to city sewer, of two feet above the crown of the road. This maximum limit will allow reviewers in the Public Works Department to have better control and limits on finished floor elevations.

Additional changes will allow the City Engineer to modify the drainage and grading standards as appropriate, using sound engineering practices rather than having the Growth Management Director or the City Council grant variances without using engineering criteria. A further change recognizes that the Board of Adjustment no longer exists and that any appeals of administrative decisions must go to the City Council for disposition, as a Quasi-Judicial action.

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

**ANALYSIS:**

The following subsections of Section 174.073 are proposed to be modified: (A) Drainage Requirements for Single-Family Residential Construction – Item 1 and Item 3, (C) Residential Drainage Permit – Items 1 (a) and (b), and (E) Appeals.

Section 174.073 (A) (1) is being modified to clarify the definition of finished floor by eliminating the word "lowest"; also, a clarification is being added to tie the finished floor to an existing dwelling that is "adjacent to the side of the proposed dwelling."

Section 174.073 (A) (3) is also clarifying the definition of finished floor. Further this section is being modified to establish the maximum height for the finished floor of new single-family houses of two feet above the crown of the road that abuts the subject property when the property is connected to city sewer. This will avoid circumstances from previous applications where the finished floor in certain cases was 5 or 6 feet above the adjacent roadway which triggered a variance for the next house built on that street and possible flooding concerns.

Section 174.073 (C) (1) (a) and (b) are also being modified to clarify the definition of finished floor.

Section 174.073 (E) has been completely rewritten to grant the City Engineer the authority to modify the standards in Sections 174.073 (A) and (B). The current wording gave that authority to the Board of Adjustment which no longer exists. This section will also now provide the City Engineer with the authority to grant relief using engineering standards. Further, since the City Engineer's decision is an administrative action, a provision has been added that allows the property owner, or an adjacent property owner, the right to appeal the administrative decision to the City Council for a Quasi-Judicial review. This is similar to the administrative appeals that the City Council can hear from decisions of the Growth Management Director which can be found in Section 169.006.

**STAFF RECOMMENDATION:**

Staff recommends approval of the proposed amendment as written.



## TITLE XVII: LAND DEVELOPMENT CODE

### CHAPTER 174: FLOODPLAIN AND STORMWATER MANAGEMENT

#### § 174.073 SINGLE-FAMILY RESIDENTIAL CONSTRUCTION.

(A) *Drainage requirements for single family residential construction.* All single-family residential development shall meet the following requirements:

(1) The ~~lowest~~ finished floor elevation of the proposed dwelling may not be above the ~~lowest~~ finished floor elevation of any existing dwelling >>that is adjacent to the side of the proposed dwelling<< by more than one (1) foot for each four (4) feet of setback from the common property line.

(2) Side slopes on any area within the lot cannot exceed one (1) foot vertical for each four (4) feet horizontal.

(3) In areas with municipal sanitary sewer service, the maximum height of the ~~lowest~~ finished floor elevation of a proposed dwelling cannot exceed one (1) foot above the ~~highest~~ finished floor elevation of any ~~side-adjacent~~ existing dwelling >>that is adjacent to the side of the proposed dwelling. The maximum finished floor elevation may also not be more than two (2) feet above the crown of the road that the subject property abuts.<< Where no municipal sanitary sewer service exists, the maximum height of the ~~lowest~~ finished floor elevation of a proposed dwelling cannot exceed six (6) inches above the finished floor elevation ~~as required~~ >>established<< by the septic tank permit.

(4) The development of the proposed dwelling shall not adversely impact the historical drainage or surrounding properties and/or structures of the block in which the proposed dwelling is to be located. The developer of the proposed dwelling unit must accommodate historical drainage by redirecting it to a legal positive outfall.

(5) The drainage from the development of the proposed dwelling must be directed to a legal positive outfall, without adversely impacting any adjacent properties.

(6) To facilitate the above requirements alternate measures other than fill material may be utilized, including but not limited to, stem walls, extended footers, pilings, pumped on-site sewage systems with elevated drain fields, yard piping and inlets, or other approved methods.

(B) *Adjacent drainage conveyance facilities.* Where the proposed dwelling lot is adjacent to an existing drainage conveyance ditch or drainage infrastructure, the property owner will be required to maintain a maximum side slope of three (3) feet horizontal to one (1) foot vertical from the centerline of the facility to the lowest finished floor elevation, with a five (5) foot wide buffer zone adjacent to the dwelling structure at the lowest finished floor elevation.

Any modifications to the drainage facility required to meet this section will be at the property owner's expense.

Should the applicant propose modifications to the drainage facility to accommodate the proposed dwelling structure, the applicant shall be required to maintain sufficient capacity in the drainage facility.

(C) *Residential drainage permit.*

(1) All proposed single-family residential building permit applications must be accompanied by a residential drainage permit application. The application must include:

- (a) The ~~lowest~~ finished floor elevation of the proposed dwelling unit;
- (b) The ~~lowest~~ finished floor elevation of any adjacent dwelling unit;
- (c) Existing and proposed topographic survey data sufficient to determine historical and proposed drainage patterns;
- (d) The location and elevation of the septic tank drain field (if applicable) with ties to the property lines;
- (e) The location, elevation and cross- sections (minimum twenty-five (25) foot intervals) of any adjacent drainage conveyance facility;
- (f) Any other information as may be deemed necessary by the Public Works Director, or designee, to determine compliance with divisions (A) and (B) above, including certification by a professional engineer, licensed in the state of Florida, as to the design of any drainage system components;
- (g) A notarized statement by the property owner acknowledging responsibility to maintain the lot drainage system and holding the city and the permit holder harmless from any liability regarding the lot drainage system is to be provided on forms approved by the City Attorney. The city will record this document;
- (h) Permit fee as established by resolution pursuant to § [169.004](#).

(2) The fees as set forth in this section shall be increased by four percent (4%) (rounded to the nearest dollar) each fiscal year. Should any decrease in such fees be warranted in any given year, they shall also be decreased annually by that percentage that accurately reflects the reduction of permits requested and the specific and ascertainable resulting reduction in funds needed to pay the City of Palm Bay costs to manage all services and time needed to issue and monitor the permits required by this section.

(3) Residential drainage permits expire in ninety (90) days, unless associated with an active building permit, in which case the residential drainage permit expires concurrently with the building permit. One or more extensions of time for periods of not more than 90 days each may be allowed by the Public Works Director or designee for the application, provided the extension is requested in writing and justifiable cause is demonstrated.

(4) Any additional engineering, surveying and/or inspection services provided by the city will be charged to the applicant as established by resolution pursuant to § [169.004](#).

(5) The Chief Building Official shall withhold issuance of the certificate of occupancy until compliance with this ordinance has been determined. An as-built boundary and topographic survey, prepared and sealed by a professional land surveyor and mapper, licensed in the state of Florida, with sufficient vertical elevations to establish finished floor elevations, slopes and drainage patterns shall be submitted and approved prior to the issuance of the certificate of occupancy.

(6) The inspection and issuance of a certificate of occupancy shall not be construed as a warranty of the drainage system. After issuance of a certificate of occupancy, it shall be the responsibility of the property owner to maintain the drainage system. The property owner will be liable for the costs incurred by the city of Palm Bay to correct any deficiency in the drainage system. Modification of the drainage system after issuance of the certificate of occupancy is not permitted without a new residential drainage permit.

(7) Any person(s), firm, business entity, or corporation that damages property located on, under, across or along a right-of-way or easement or any city road or other city improvement shall be required to either restore the damaged property to its condition prior to the damage or shall pay to the city the sum of money determined by the Public Works Department to be necessary to restore the damaged area to its condition prior to the damage. Any such restoration shall meet all construction and engineering standards of the city. Additionally, any permittee who has previously failed to restore the damage(s) as required by this subchapter shall not be issued further permits from the city until such damage is either restored and accepted by the Public Works Department, or the entire cost plus overhead, of restoration incurred by the city to make such restorations has been paid in full by the permittee. In the event discrepancies arise as to the responsibility for damage, the burden of proof shall be on the permittee.

(8) A performance bond or other financial surety, acceptable to the City Attorney, may be provided to ensure compliance with this section.

(9) Such surety will be in the amount 110% of the value of the proposed work and accompanied by a non-refundable processing fee as established by resolution pursuant to § [169.004](#). Upon satisfactory completion of the improvement in accordance with the permit requirements and/or repair of any damage to city facilities, as determined by the Public Works Director, said surety shall be released.

(D) *Erosion sediment control.*

(1) No grading, cutting or filling shall be commenced until erosion and sedimentation control structures have been installed;

(2) Land which has been cleared for development and upon which construction has not commenced shall be protected from erosion by appropriate techniques designed to revegetate the area.

(3) Sediment shall be retained on the site of the development;

(4) Erosion and sedimentation facilities shall receive regular maintenance to ensure that they will continue to function properly.

(E) *Appeals.* A property owner may pursue an administrative appeal of the application of the criteria defined in divisions (A) and (B) above to the >>City Engineer.<< ~~Board of Adjustments.~~ >>The City Engineer may override the application of the above criteria due extenuating circumstances that would result in an undue hardship upon the applicant. The City Engineer must provide in writing the relief approved and retain the approval and all records associated thereto within the master permit file of the dwelling. No relief may be given that would result in an unsafe design. Adjacent property owners shall be notified in writing by the City Engineer at least fourteen (14) days prior to a decision which grants relief to this section. Should the property owner or an adjacent property owner(s) object to the decision of the City Engineer, they may appeal the decision to City Council within 30 days by filing a notice of appeal with the City Clerk, specifying the grounds therefore.

Upon receipt of an appeal of the administrative decision by the City Engineer, all records constituting the basis of the administrative decision shall be given to the City Clerk within twenty (20) days. The City Council shall hear the appeal at a regularly scheduled or at a special City Council meeting within sixty (60) days of the notice of appeal to City Council. Notice shall be given at least fifteen (15) days in advance of the public hearing to the property owner and any adjacent property owners. At the hearing, the property owner or adjacent objector(s) shall have a right to be heard.<< ~~Adjacent property owners shall be provided with a minimum of fourteen (14) days written notice of the hearing.~~



**LAND DEVELOPMENT DIVISION**

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

**CODE TEXTUAL AMENDMENT APPLICATION**

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

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

Section 174.073(A), (C), and (E)

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

See attached.

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

Changes are needed to this section of the code as there is no maximum fill height. Also, recently there have been a number of parcels where variances have been needed based upon existing conditions or development requirements. This change will allow the City Engineer rather than Growth Management to review these cases based upon engineering criteria.

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

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

☐

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

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

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

Signature of Applicant Laurence Bradley Digitally signed by Laurence Bradley  
Date: 2021. 04. 26 09:23:51 -04' 00' Date 04/26/2021

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

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

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

**PERSON TO BE NOTIFIED (If different from above):**

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

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

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

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

## ORDINANCE 2021-52

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, TITLE XVII, LAND DEVELOPMENT CODE, CHAPTER 174, FLOODPLAIN AND STORMWATER MANAGEMENT, SUBCHAPTER 'STORMWATER MANAGEMENT AND CONSERVATION, PART 2: DRAINAGE PLAN', BY MODIFYING PROVISIONS FOR FINISHED FLOOR ELEVATIONS FOR SINGLE-FAMILY RESIDENTIAL CONSTRUCTION AND THE APPEALS PROCESS RELATED THERETO; PROVIDING FOR THE REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR INCLUSION IN THE CITY OF PALM BAY CODE OF ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

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

**SECTION 1.** The City of Palm Bay Code of Ordinances, Title XVII, Land Development Code, Chapter 174, Floodplain and Stormwater Management, Subchapter 'Stormwater Management and Conservation, Part 2: Drainage Plan', Section 174.073, Single-Family Residential Construction, is hereby amended and shall henceforth read as follows:

**"Section 174.073 SINGLE-FAMILY RESIDENTIAL CONSTRUCTION.**

(A) *Drainage requirements for single family residential construction.* All single-family residential development shall meet the following requirements:

(1) The ~~lowest~~ finished floor elevation of the proposed dwelling may not be above the ~~lowest~~ finished floor elevation of any existing side adjacent dwelling >>that is adjacent to the side of the proposed dwelling<< by more than one (1) foot for each four (4) feet of setback from the common property line.

(2) Side slopes on any area within the lot cannot exceed one (1) foot vertical for each four (4) feet horizontal.

(3) In areas with municipal sanitary sewer service, the maximum height of the ~~lowest~~ finished floor elevation of a proposed dwelling cannot exceed one (1) foot above the ~~highest~~ finished floor elevation of any side-adjacent existing

dwelling >>that is adjacent to the side of the proposed dwelling. The maximum finished floor elevation may also not be more than two (2) feet above the crown of the road that the subject property abuts<<. Where no municipal sanitary sewer service exists, the maximum height of the ~~lowest~~ finished floor elevation of a proposed dwelling cannot exceed six (6) inches above the finished floor elevation as required >>established<< by the septic tank permit.

\* \* \*

(C) *Residential drainage permit.*

(1) All proposed single-family residential building permit applications must be accompanied by a residential drainage permit application. The application must include:

- (a) The ~~lowest~~ finished floor elevation of the proposed dwelling unit;
- (b) The ~~lowest~~ finished floor elevation of any adjacent dwelling unit;

\* \* \*

(E) *Appeals.* A property owner may appeal the application of the criteria defined in divisions (A) and (B) above to the ~~Board of Adjustments~~ >>City Engineer<<. ~~Adjacent property owners shall be provided with a minimum of fourteen (14) days written notice of the hearing.~~ >>The City Engineer may override the application of the above criteria due extenuating circumstances that would result in an undue hardship upon the applicant. The City Engineer must provide in writing the relief approved and retain the approval and all records associated thereto within the master permit file of the dwelling. No relief may be given that would result in an unsafe design. Adjacent property owners shall be notified in writing by the City Engineer at least fourteen (14) days prior to a decision which grants relief to this section. Should the property owner or an adjacent property owner(s) object to the decision of the City Engineer, they may appeal the decision to City Council within thirty (30) days by filing a notice of appeal with the City Clerk, specifying the grounds therefore.

Upon receipt of an appeal of the administrative decision by the City Engineer, all records constituting the basis of the administrative decision shall be given to the City Clerk within twenty (20) days. The City Council shall hear the appeal at a regularly scheduled or at a special City Council meeting within sixty (60) days of the notice of appeal to City Council. Notice shall be given at least fifteen (15) days in advance of the public hearing to the property owner and any



adjacent property owners. At the hearing, the property owner or adjacent objector(s) shall have a right to be heard.<<"

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

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

**SECTION 4.** If any portion, clause, phrase, sentence or classification of this ordinance is held or declared to be either unconstitutional, invalid, inapplicable, inoperative or void, then such declaration shall not be construed to affect other portions of the ordinance; it is hereby declared to be the express opinion of the City Council of the City of Palm Bay that any such unconstitutional, invalid, inapplicable, inoperative or void portion or portions of this ordinance did not induce its passage, and that without the inclusion of any such portion or portions of this ordinance, the City Council would have enacted the valid constitutional portions thereof.

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

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

---

Robert Medina, MAYOR

ATTEST:

---

Terese M. Jones, CITY CLERK

City of Palm Bay, Florida  
Ordinance 2021-52  
Page 4 of 4

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

Applicant: City of Palm Bay  
Case: T-23-2021

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 Murphy, Growth Management Assistant Director

**DATE:** 8/19/2021

**RE:** Ordinance 2021-53, amending the Code of Ordinances, Chapter 185, Zoning Code, Subchapter 'District Regulations', by including Indoor Commercial Recreation as a principal use and conditional use within GC (General Commercial District) zoning (Case T-28-2021, City of Palm Bay), first reading.

The City of Palm Bay (Growth Management Department) has submitted for a textual amendment to the GC, General Commercial District for a modification to include Indoor Commercial Recreation (ICR) to the list of permitted uses and to add Conditional Uses, ICRs over 5,000 square feet on multi-tenant buildings. Several businesses have recently requested the ability to operate indoor recreational uses such as gyms, workout classes and physical training in the General Commercial zoning district and are awaiting the approval of this amendment to receive Business Tax Receipts (BTR) or Building Permits to occupy spaces that they have already leased.

The Conditional Use requirement proposed for multi-tenanted buildings is because many GC-zoned lots are small and do not have much parking, and GC lots may have uses with lower parking requirements such as storage uses, contractor uses, construction yards and repair facilities. The GC zoning district has other uses that create more traffic and parking demand such as personal services, schools, day-care centers, eating establishments and retail sales. Thus, adding ICRs to this list does not appear to be a major deviation from the permitted uses within the district.

### **REQUESTING DEPARTMENT:**

Growth Management

### **RECOMMENDATION:**

Motion to approve Case T-28-2021 as written.

### **Planning and Zoning Board Recommendation:**

Planning and Zoning Board minutes are not fully transcribed at this time; the following is an excerpt:

Motion to submit Case T-28-2021 to City Council for approval.

Motion by Mr. Hill, seconded by Mr. Boerema. Motion carried with members voting as follows:

**Aye:** Weinberg, Jordan, Boerema, Boothroyd, Hill.

**ATTACHMENTS:**

**Description**

Case T-28-2021 - Staff Report

Case T-28-2021 - Application

Ordinance 2021-53



# STAFF REPORT

## LAND DEVELOPMENT DIVISION

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

[landdevelopmentweb@palmbayflorida.org](mailto:landdevelopmentweb@palmbayflorida.org)

### Prepared by

Laurence Bradley, AICP, Growth Management Director

---

**CASE NUMBER**

T-28-2021

**PLANNING & ZONING BOARD HEARING DATE**

July 7, 2021

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**PROPERTY OWNER & APPLICANT**

City of Palm Bay, Growth Management  
Department

**PROPERTY LOCATION/ADDRESS**

Not Applicable

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**SUMMARY OF REQUEST**

Modification to Principal Uses to include Indoor Commercial Recreation to the list of permitted uses and to add Conditional Uses, Indoor Commercial Recreation over 5,000 square feet in multi-tenant buildings.

**Existing Zoning**

Not Applicable

**Existing Land Use**

Not Applicable

**Site Improvements**

Not Applicable

**Site Acreage**

Not Applicable

**APPLICABILITY**

Not Applicable

**COMPREHENSIVE PLAN****COMPATIBILITY**

Not Specifically Addressed

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**BACKGROUND:**

Textual amendments to the Code of Ordinances, Title XVII, Land Development Code, Chapter 185 Zoning Code, Section 185.054 General Commercial (GC District); to include Indoor Commercial Recreation (ICR) to the list of permitted uses and to add Conditional Uses, ICRs over 5,000 square feet on multi-tenant buildings.

Recently, there have been several local businesses which have requested to operate indoor recreational uses such as gyms, workout classes and physical training in the General Commercial zoning district. Some of these users are waiting for this amendment before they can receive a Business Tax Receipt (BTR) or Building Permits to occupy spaces that they have already leased.

The GC Zone was first established in January 2004 pursuant to Ordinance #2004-01. The intent of the zone is:

*“Intent. The purpose of the General Commercial District shall be to locate and establish areas within the city which are uniquely suited for heavy commercial development. Such areas are to be developed in an intensive manner and are designed to provide opportunities for small businesses of a variety of types. The uses and development standards included in the district are intended to provide additional opportunities for businesses to locate within the city by providing a mix of service, warehousing, commercial, wholesaling, storage, and similar businesses and uses.”*

Since 2004 several uses have been added as permitted uses including: State licensed tattoo parlors and drinking establishments. Also, several conditional uses have been added to the zone including: security dwelling units, canine day care and related services, dancing in eating and drinking establishments, churches, and event halls. In total there have been twelve amendments to the GC zoning district since January 2004, but not all of these have changed the allowable uses.

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

**ANALYSIS:**

The proposed amendment will allow Indoor Commercial Recreational (ICR) uses in the GC Zone as permitted uses. However, if the ICR is located in a multi-tenanted building in must be 5,000 square feet or less. If the ICR is to be over 5,000 SF and is located in a multi-tenanted building it can only be approved through a Conditional Use application. The reason for the Conditional Use requirement in multi-tenanted buildings is because many of the GC-Zoned lots are small and do not have much parking. ICRs often create a greater parking demand

especially if group classes are proposed. Further, many of the existing GC lots have uses which have a lower parking requirement such as storage uses, contractor uses, construction yards and repair facilities and thus were developed with fewer parking spaces.

There are other uses in the GC zoning district which create more in-and-out traffic and parking demand such as personal services, schools, day-care centers, eating establishments and retail sales. Thus, adding ICRs to this list does not appear to a major deviation from some of the other permitted uses in the district.

**STAFF RECOMMENDATION:**

Staff recommends approval of the proposed amendment as written.

## TITLE XVII: LAND DEVELOPMENT CODE

### CHAPTER 185: ZONING CODE

#### 185.054 GC – GENERAL COMMERCIAL DISTRICT.

(B) *Principal uses and structures.* The following uses and structures are permitted:

>>(30) Indoor commercial recreation (excluding dance clubs). In buildings with multiple tenants, indoor commercial recreational uses may occupy up to five thousand (5,000) square feet of gross floor area.<<

(D) Conditional uses.

>>(8) Indoor commercial recreation; occupying more than five thousand (5,000) square feet of gross floor area in buildings with multiple tenants.<<





**LAND DEVELOPMENT DIVISION**

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

**CODE TEXTUAL AMENDMENT APPLICATION**

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

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

185.054

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

See attached

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

This change is being proposed to allow additional types of businesses (Indoor Recreation) to be allowed in the General Commercial (GC) Zone as this use is allowed in other commercial zones. The size limitations proposed are to recognize the fact that most GC properties are smaller sized lots and often have limited parking.

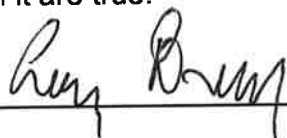
**CITY OF PALM BAY, FLORIDA  
CODE TEXTUAL AMENDMENT APPLICATION  
PAGE 2 OF 2**

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

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

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

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

Signature of Applicant  Date June 3, 2021

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

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

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

**PERSON TO BE NOTIFIED (If different from above):**

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

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

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

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

## ORDINANCE 2021-53

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, TITLE XVII, LAND DEVELOPMENT CODE, CHAPTER 185, ZONING CODE, SUBCHAPTER 'DISTRICT REGULATIONS', BY INCLUDING INDOOR COMMERCIAL RECREATION AS A PRINCIPAL USE AND CONDITIONAL USE WITHIN GC (GENERAL COMMERCIAL DISTRICT) ZONING; PROVIDING FOR THE REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR INCLUSION IN THE CITY OF PALM BAY CODE OF ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

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

**SECTION 1.** The City of Palm Bay Code of Ordinances, Title XVII, Land Development Code, Chapter 185, Zoning Code, Subchapter 'District Regulations', Section 185.054, GC – General Commercial District, is hereby amended and shall henceforth read as follows:

**“Section 185.054 GC – GENERAL COMMERCIAL DISTRICT.**

\* \* \*

(B) *Principal uses and structures.* The following uses and structures are permitted:

\* \* \*

>>(30) Indoor commercial recreation (excluding dance clubs). In buildings with multiple tenants, indoor commercial recreational uses may occupy up to five thousand (5,000) square feet of gross floor area.<<

\* \* \*

(D) *Conditional uses.*

\* \* \*

>>(8) Indoor commercial recreation; occupying more than five thousand (5,000) square feet of gross floor area in buildings with multiple tenants.<<

\* \* \*<sup>11</sup>

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

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

**SECTION 4.** If any portion, clause, phrase, sentence or classification of this ordinance is held or declared to be either unconstitutional, invalid, inapplicable, inoperative or void, then such declaration shall not be construed to affect other portions of the ordinance; it is hereby declared to be the express opinion of the City Council of the City of Palm Bay that any such unconstitutional, invalid, inapplicable, inoperative or void portion or portions of this ordinance did not induce its passage, and that without the inclusion of any such portion or portions of this ordinance, the City Council would have enacted the valid constitutional portions thereof.

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

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

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Robert Medina, MAYOR

ATTEST:

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Terese M. Jones, CITY CLERK

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

City of Palm Bay, Florida  
Ordinance 2021-53  
Page 3 of 3

Applicant: City of Palm Bay  
Case: T-28-2021

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:** 8/19/2021

**RE:** Ordinance 2021-54, amending the City's Comprehensive Plan Future Land Use Element to create the 'Property Rights Element' in conformance with House Bill 59 (Case CP-12-2021, City of Palm Bay), first reading.

The City of Palm Bay (Growth Management Department) has submitted for an amendment to create a new Comprehensive Plan Element, per the recent adoption of House Bill 59, called the "Property Rights Element".

House Bill 59 requires a local government to adopt a property rights element by the earlier of the adoption of the next proposed Comprehensive Plan amendment initiated after July 1, or the next scheduled Evaluation and Appraisal Review (EAR) Report. As the requirements of this bill would affect the City's ability to amend its comprehensive plan, staff has elected to adopt the new element now. The proposed amendment creates the Property Rights Element and includes the basic text from the adopted bill, in conformance with what is now state law.

### REQUESTING DEPARTMENT:

Growth Management

### RECOMMENDATION:

Motion to approve Case CP-12-2021, and to transmit the request to the Department of Economic Opportunity for review, pursuant to Chapter 163, Florida Statutes.

### Planning and Zoning Board Recommendation:

Planning and Zoning Board minutes are not fully transcribed at this time; the following is an excerpt:

Motion to submit Case CP-12-2021 to City Council for approval.

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

**Aye:** Weinberg, Jordan, Boerema, Boothroyd, Hill.

**ATTACHMENTS:****Description**

Case CP-12-2021 - Staff Report

Case CP-12-2021 - Application

Ordinance 2021-54

Ordinance 2021-54, Exhibit A



# STAFF REPORT

## LAND DEVELOPMENT DIVISION

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

[landdevelopmentweb@palmbayflorida.org](mailto:landdevelopmentweb@palmbayflorida.org)

### Prepared by

Patrick J. Murphy, Assistant Growth Management Director

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#### CASE NUMBER

CP-12-2021

#### PLANNING & ZONING BOARD HEARING DATE

August 4, 2021

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#### PROPERTY OWNER & APPLICANT

City of Palm Bay, Growth Management  
Department

#### PROPERTY LOCATION/ADDRESS

Not Applicable

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#### SUMMARY OF REQUEST

The City is creating a new Comprehensive Plan Element, per the recent adoption of HB 59, called the "Property Rights Element".

**Existing Zoning** N/A

**Existing Land Use** N/A

**Site Improvements** N/A

**Site Acreage** N/A

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#### SURROUNDING ZONING & USE OF LAND

**North** N/A

**East** N/A

**South** N/A

**West** N/A

---



**BACKGROUND:**

The comprehensive plan, also known as a general plan or a master plan, is a document designed to guide the future actions of a community. It presents a vision for the future, with long-range goals and objectives for all activities that affect the local government. The first Palm Bay Comprehensive Plan was adopted in 1981 (Ord 81-19) and was developed in compliance with Chapter 163 Florida Statutes. The elements that establish policy, were adopted via Ordinance 88-28. This Plan was then substantially revised with the current Comprehensive Plan, in 2001, via Ordinance 2001-66.

The City has made several changes and updates to this Plan over the years, mostly through the Evaluation and Appraisal Report (EAR) process. The City is currently embarking on another overhaul of the Comprehensive Plan to serve as a guide for effectively meeting the needs of the citizens of the City through growth management, and adoption of public policies for development items such as transportation, utilities, land use, recreation, and housing.

**ANALYSIS:**

This summer, the State of Florida amended the Community Planning Act to require every city and county *“to include in its comprehensive plan a property rights element.”* Florida Statutes Section 163.3177(6)(i)1. (2021). The amendment was effectuated via House Bill 59, signed into Law by the Governor, and became effective on July 1, 2021.

The bill requires a local government to adopt a property rights element by the earlier of its adoption of its next proposed plan amendment initiated after July 1st, or the next scheduled EAR Report. As the requirements of this bill would affect the City’s ability to amend its comprehensive plan, we have elected to adopt the new element now. Therefore, the city has put forth the attached language to be included in our Comprehensive Plan as “Element L”, the Property Rights Element. The amendment includes the basic text from the adopted House Bill, in conformance with what is now state law.

**STAFF RECOMMENDATION:**

Motion to approve Case CP-12-2021, and to transmit the request to the Department of Economic Opportunity for review, pursuant to Chapter 163, Florida Statutes.

## **PALM BAY COMPREHENSIVE PLAN**

### **PROPOSED AMENDMENT**

#### **L. PROPERTY RIGHTS ELEMENT**

##### **GOAL**

In accordance with the legislative intent expressed in ss. 163.3161(10) and 187.101(3), that governmental entities respect judicially acknowledged and constitutionally protected private property rights, each local government shall include in its comprehensive plan a property rights element to ensure that private property rights are considered in local decision-making.

##### **OBJECTIVE:**

The city will respect judicially acknowledged and constitutionally protected private property rights. To ensure these rights are protected, the following policies are established:

##### **POLICY 1:**

The right of a property owner to physically possess and control his or her interests in the property, easements, leases, or mineral rights.

##### **POLICY 2:**

The right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinance.

##### **POLICY 3:**

The right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.

##### **POLICY 4:**

The right of a property owner to dispose of his or her property through sale or gift.



**LAND DEVELOPMENT DIVISION**

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

[Landdevelopmentweb@palmabayflorida.org](mailto:Landdevelopmentweb@palmabayflorida.org)

**COMPREHENSIVE PLAN OR FUTURE LAND USE MAP AMENDMENT  
APPLICATION**

This application must be deemed complete and legible, and must be returned by the first day of the month during division office hours, with all enclosures referred to herein, to the Land Development Division, Palm Bay, Florida, to be processed for consideration the following month at the earliest by the Planning and Zoning Board. **Large Scale Amendments will require 60 days of review prior to a scheduled Planning and Zoning Board meeting.** The application will then be referred by the Planning and Zoning Board for study and recommendation to the City Council. You or your representative are required to attend the meeting(s) and will be notified by mail of the date and time of the meeting(s). The Planning and Zoning Board holds their regular meeting the first Wednesday of every month at 7:00 p.m. in the City Hall Council Chambers, 120 Malabar Road SE, Palm Bay, Florida, unless otherwise stated.

**APPLICATION AMENDMENT TYPE:**

☐

**Small Scale** (50 acres or Less)

☒

**Text Amendment** (Comp. Plan)

☐

**Large Scale** (More than 50 acres)

**PARCEL ID(S):**

N/A

**TAX ACCOUNT NUMBER(S):**

N/A

**LEGAL DESCRIPTION OF THE PROPERTY COVERED BY THIS APPLICATION: (attach additional sheets if necessary):**

N/A

**SIZE OF AREA COVERED BY THIS APPLICATION (calculate acreage):**

N/A

**CITY OF PALM BAY, FLORIDA  
COMPREHENSIVE PLAN OR FUTURE LAND USE MAP AMENDMENT APPLICATION  
PAGE 2 OF 3**

**LAND USE CLASSIFICATION AT PRESENT OR PLAN SECTION AFFECTED (ex.: Commercial, Single Family, Policy CIE-1.1B, etc.):**

A new Comprehensive Plan element and associated language is being established.

**LAND USE CLASSIFICATION DESIRED OR PROPOSED TEXT CHANGE (attach additional sheets if necessary):**

See attached.

**PRESENT USE OF PROPERTY:**

N/A

**STRUCTURES LOCATED ON THE PROPERTY:** N/A

**REZONING FILED IN CONJUNCTION WITH THIS APPLICATION:** N/A

**JUSTIFICATION FOR CHANGE (attach additional sheets containing supporting documents and evidence if necessary):**

Florida House Bill 59 requires a Property Rights Element to be established within the Comprehensive Plan.

**SPECIFIC USE INTENDED FOR PROPERTY:**

N/A

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

☐

\*Application Fee. Make Check payable to "City of Palm Bay."

☐

**\$1,200.00 - Small Scale (50 acres or Less)**

☐

**\$2,000.00 - Large Scale (More than 50 acres)**

☐

**\$2,000.00 - Text Amendment (Comp. Plan)**

CITY OF PALM BAY, FLORIDA

COMPREHENSIVE PLAN OR FUTURE LAND USE MAP AMENDMENT APPLICATION

PAGE 3 OF 3

- ☐ Legal description of the subject property with a sketch of the legal. **Also provide the site sketch on Memory Drive.**
- ☐ List of legal descriptions of all properties within a 500-foot radius of the boundaries of the property covered by this application, together with the names and mailing addresses (including zip codes) of all respective property owners within the above referenced area. (This should be obtained for a fee from the Brevard County Planning and Zoning Department at (321) 633-2060.)
- ☐ School Board of Brevard County School Impact Analysis Application (if applicable). The application is obtained from the Planning and Project Management Department of the School Board of Brevard County at (321) 633-1000, extension 11418.
- ☐ Sign(s) posted on the subject property. Refer to [Section 51.07\(C\)](#) of the Legislative Code for guideline. Staff will provide a sign template.
- ☐ **Where the property owner is not the representative for the request, a [LETTER](#) must be attached giving the notarized consent of the property owner(s) to a representative.**

**Name of Representative** \_\_\_\_\_

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

**UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING COMPREHENSIVE PLAN OR FUTURE LAND USE MAP AMENDMENT APPLICATION AND THAT THE FACTS STATED IN IT ARE TRUE.**

**Owner Signature** Patrick J. Murphy **Date** 07/20/2021

**Printed Name** Patrick J. Murphy, Assistant Growth Management Director

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

**Telephone** (321) 733-3042 **Email** patrick.murphy@palmbayflorida.org

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

## **ORDINANCE 2021-54**

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

**WHEREAS**, the City of Palm Bay has designated the Planning and Zoning Board as its Local Planning Agency and said Local Planning Agency held a public hearing on an amendment to the Comprehensive Plan on August 4, 2021, after public notice, and

**WHEREAS**, the City Council of the City of Palm Bay, pursuant to Chapter 163, Florida Statutes, held a public hearing on an amendment to the Comprehensive Plan on August 19, 2021, after public notice, and

**WHEREAS**, the City Council of the City of Palm Bay, pursuant to Chapter 163, Florida Statutes, submitted the amendment to the Florida Department of Economic Opportunity for review and comment, and

**WHEREAS**, the Florida Department of Economic Opportunity submitted a Comment Report regarding the amendment, and

**WHEREAS**, the City Council of the City of Palm Bay has considered the Comments provided and has addressed all items, and

**WHEREAS**, the City Council of the City of Palm Bay, pursuant to Chapter 163, Florida Statutes, held an adoption public hearing on the amendment to the Comprehensive Plan on **(DATE OF HEARING)**, after public notice, and

**WHEREAS**, the City Council of the City of Palm Bay desires to adopt said amendment to the Future Land Use Element of the Comprehensive Plan of the City of Palm Bay.

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

**SECTION 1.** The Comprehensive Plan of the City of Palm Bay, Brevard County, Florida, is hereby amended to provide for the changes to the Future Land Use Element as identified in Exhibit 'A', attached hereto and made an integral part hereof.

**SECTION 2.** All staff report conditions and limitations shall be met and those conditions and limitations shall be made a part of the Comprehensive Plan.

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

**SECTION 4.** This ordinance shall become effective thirty-one (31) days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, an amendment does not become effective until the state land planning agency or the Administration Commission enters a final order determining the adopted amendment to be in compliance pursuant to Section 163.3184(3)(c)4, Florida Statutes. The Department only issues a final order for Expedited State Review amendments if they are challenged by an affected party.

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

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Rob Medina, MAYOR

ATTEST:

---

Terese M. Jones, CITY CLERK

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

**EXHIBIT 'A'**

**PROPOSED AMENDMENT**

**>>L. PROPERTY RIGHTS ELEMENT**

**GOAL**

In accordance with the legislative intent expressed in ss. 163.3161(10) and 187.101(3), that governmental entities respect judicially acknowledged and constitutionally protected private property rights, each local government shall include in its comprehensive plan a property rights element to ensure that private property rights are considered in local decision-making.

**OBJECTIVE:**

The city will respect judicially acknowledged and constitutionally protected private property rights. To ensure these rights are protected, the following policies are established:

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The right of a property owner to physically possess and control his or her interests in the property, easements, leases, or mineral rights.

**POLICY 2:**

The right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinance.

**POLICY 3:**

The right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.

**POLICY 4:**

The right of a property owner to dispose of his or her property through sale or gift.<<





## 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:** 8/19/2021

**RE:** Resolution 2021-41, granting a conditional use to allow for a private school in the 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) (Case CU-26-2021, Christian Development Center, Inc.). (Quasi-Judicial Proceeding)

Mr. Christopher Adams has submitted for Conditional Use approval to allow for a private school in an RR, Rural Residential Zoning District. The Christian Life Church currently operates at the 3.00-acre location, and churches and schools are both permitted uses by conditional use in the RR zoning district.

The pastor of the church and the future principal of the proposed school are seeking to operate a private school, titled Christian Learning Academy - Palm Bay, at the existing church facilities, specifically utilizing the main sanctuary and several classrooms. Their estimate is for 30 children, with operating hours of 8:00 a.m. to 2:30 p.m., Monday through Friday. The existing driveway loop for the church appears to serve as an appropriate location for dropping off and picking up students and can accommodate several vehicles for stacking. The Public Works Department, however, has recommended that sidewalks with ADA accessibility be included alongside Nail Street NE to Emerson Drive NE, as well as a crosswalk across Nail Street NE at the Emerson Drive NE intersection. The conditions placed on the church per Ordinance 89-22, extended by Ordinance 90-30, will also remain in effect. City Council has the authority and right to impose additional and justifiable safeguards, and/or conditions, to ensure that the facility operates safely and harmoniously with its surroundings.

### REQUESTING DEPARTMENT:

Growth Management

### RECOMMENDATION:

Motion to approve Case CU-26-2021, subject to the following condition(s):

- The construction of an ADA-accessible sidewalk, prior to issuance of a Business Tax Receipt for the school, adjacent to the west side of Nail Street NE, extending from the sidewalk at Emerson Drive NE to the nearest existing driveway at Christian Life Church.

### Planning and Zoning Board Recommendation:

Planning and Zoning Board minutes are not fully transcribed at this time; the following is an excerpt:

Motion to submit Case CU-26-2021 to City Council for approval, subject to the staff report.

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

**Aye:** Weinberg, Jordan, Boerema, Boothroyd, Hill.

**ATTACHMENTS:**

**Description**

Case CU-26-2021 - Staff Report

Case CU-26-2021 - Map of Boundary Survey

Case CU-26-2021 - Application

Resolution 2021-41

Resolution 2021-41, Exhibit A

Resolution 2021-41, Exhibit B



# STAFF REPORT

## LAND DEVELOPMENT DIVISION

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

[landdevelopmentweb@palmabayflorida.org](mailto:landdevelopmentweb@palmabayflorida.org)

**Prepared by**

Grayson Taylor, Planner

---

**CASE NUMBER**

CU-26-2021

**PLANNING & ZONING BOARD HEARING DATE**

August 4, 2021

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**PROPERTY OWNER & APPLICANT**

Christian Development Center, Inc.  
(Represented by Pastor Chris Adams and  
Abigail Adams)

**PROPERTY LOCATION/ADDRESS**

Southern 3 acres of ½ of Lot 11, Florida Indian River  
Land Co. Subdivision, Section 19, Township 28, Range  
37, specifically 343 Nail Street NE, 32907

---

**SUMMARY OF REQUEST**

Conditional Use Approval for a Private School in the RR, Rural  
Residential Zoning District

**Existing Zoning**

RR, Rural Residential

**Existing Land Use**

Single-Family Residential Use

**Site Improvements**

Church

**Site Acreage**

3.0 acres

---

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

RR, Rural Residential, Vacant Land

**East**

SRE, Suburban Residential Estate; Nail Street NE and Single-  
Family Homes

**South**

RS-2, Single Family Residential, Vacant (City-owned) Land

**West**

SRE, Suburban Residential Estate, Single-Family Homes

---

**COMPREHENSIVE PLAN****COMPATIBILITY**

Yes

---

**BACKGROUND:**

The subject property, known as Christian Life Church, has been in operation since 1991. The site was then zoned Residential-Agricultural and required Conditional Use approval for a church in this zoning district. Christian Development Center was approved via Ordinance 89-22 (extended via Ordinance 90-30) with the following conditions:

- The conditional use shall be in accordance with the site plan which is by reference incorporated herein as Exhibit "A" (see attached site plan);
- Approval shall be obtained from the City Council for the creation of a right-of-way;
- A natural vegetation border that will grow to six (6) feet in height shall be provided along the northern, western, and eastern boundaries of the above-described property.

Exhibit A required the church to extend Nail Street NE to Emerson Drive NE, which the church completed. Aerial imagery shows an existing tree canopy along all property lines.

The applicant, Christian Development Center A Church of the Nazarene, Inc. is requesting conditional use approval for a private school to operate out of its existing facilities, as required by Section 185.031(D)(7) and 185.088(E) of the Palm Bay Code of Ordinances. The applicants include the pastor of the church and the future principal of the school.

**ANALYSIS:**

The applicants are seeking to operate a private school, titled Christian Learning Academy – Palm Bay, out of the existing church facilities, specifically utilizing the main sanctuary and several classrooms. They estimate around 30 children will attend, with operating hours of 8:00 a.m. to 2:30 p.m., Monday through Friday.

**CODE REQUIREMENTS:**

To be granted conditional use approval, requests are evaluated upon items (A) through (I) of the General Requirements and Conditions of Section 185.087 of the Code of Ordinances. A review of these items is as follows:

**Item (A):** Adequate ingress and egress may be obtained to and from the property, with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or other emergency.

The site can be accessed by automobile via Nail Street NE. A loop drive aisle allows for dropping off of potential students without having to turn around in the parking lot or stop on Nail Street. Entry and exit signs already exist at both ends of the driveway. There is no sidewalk leading to the church along Nail Street, nor anywhere in Port Malabar Unit 21, the neighboring subdivision. The nearest pedestrian infrastructure is the sidewalk on the north

side of Emerson Drive NE. Staff recommends that a sidewalk be provided from Emerson Drive alongside the west side of Nail Street to the driveway at Christian Life Church, to improve pedestrian safety.

**Item (B):** Adequate off-street parking and loading areas may be provided, without creating undue noise, glare, odor or other detrimental effects upon adjoining properties.

Adequate off-street parking has been approved via Site Plan approval. The proposed use of a school without construction of new facilities would not create any need for additional parking.

**Item (C):** Adequate and properly located utilities are available or may be reasonably provided to serve the proposed development.

Christian Life Church is connected to the City's water distribution and sewer collection systems, and has electric through Florida Power and Light.

**Item (D):** Adequate screening and/or buffering will be provided to protect and provide compatibility with adjoining properties.

The church was determined to be compatible with adjoining properties via conditional use in 1989. One of the conditions at the time was to provide a natural vegetation border along the north, east, and west side of the properties. There appear to be enough trees on site for the church to still be in compliance with this requirement.

**Item (E):** Signs, if any, and proposed exterior lighting will be so designed and arranged to promote traffic safety and to eliminate or minimize any undue glare, incompatibility, or disharmony with adjoining properties.

No additional photometric or sign plans have been submitted for permitting or with this application. The applicants have stated there is an existing entry sign at the northern driveway access by the parking lot, and an exit sign by the southern access.

**Item (F):** Yards and open spaces will be adequate to properly serve the proposed development and to ensure compatibility with adjoining properties.

The yards and open space requirements of the Zoning Code have been met.

**Item (G):** The proposed use will not constitute a nuisance or hazard because of the number of persons who will attend or use the facility, or because of vehicular movement, noise, fume generation, or type of physical activity.

The existing driveway loop appears to serve as an appropriate location for dropping off and picking up students. As the loop can accommodate several vehicles for stacking, it does not appear that additional improvements are required at this time. Should the school wish to

expand in the future, further improvements to account for more vehicles may be required, as well as another conditional use review and approval.

**Item (H):** The use as proposed for development will be compatible with the existing or permitted uses of adjacent properties.

Both a church and a school are permitted via conditional use in the Rural Residential zoning district. Schools and churches are both neighborhood-based institutions, and are compatible with the surrounding residential properties.

Section 185.088(E) further stipulates that a conditional use for a public or private school may be granted when the proposed site is located on a collector or arterial roadway, the minimum setbacks shall be 20 feet from all property lines or the minimum setbacks of the district, whichever is greater, and the minimum size of the site shall be one (1) acre. As a condition of Ordinance 89-22, Christian Life Church was required to construct the extension of Nail Street NE out to Emerson Drive NE. This provides direct access to a major collector roadway, which Staff determines to satisfy the first requirement. As the site is 3 acres in size, and meets the setback requirements of the Rural Residential zoning district, all requirements of 185.088(E) have been met.

**Item (I):** Development and operation of the proposed use will be in full compliance with any additional conditions and safeguards which the City Council may prescribe, including, but not limited to, a reasonable time limit within which the action for which special approval is requested shall be begun or completed, or both.

The Board and Council have the authority and right to impose any additional and justifiable safeguards, and/or conditions, to ensure that the facility operates safely and harmoniously with its surroundings.

**Additional Staff Comments:**

The Public Works Department has recommended that sidewalks with ADA accessibility be included alongside Nail Street NE to Emerson Drive NE, as well as a crosswalk across Nail Street NE at the Emerson Drive NE intersection.

**STAFF CONCLUSION:**

Motion to approve CU-26-2021, subject to the following condition(s):

- The construction of an ADA-accessible sidewalk, prior to issuance of a Business Tax Receipt for the school, adjacent to the west side of Nail Street NE, extending from the sidewalk at Emerson Drive NE to the nearest existing driveway at Christian Life Church.

## ORDINANCE NO. 89-22

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE ZONING ORDINANCE OF THE CITY OF PALM BAY, BY PERMITTING A CONDITIONAL USE TO ALLOW THE CONSTRUCTION OF A CHURCH IN R-A (RESIDENTIAL, AGRICULTURAL DISTRICT) ZONING; WHICH PROPERTY IS LOCATED NORTH OF EMERSON DRIVE, WEST OF NAIL STREET AND EAST OF PROSPECT CIRCLE, AND LEGALLY DESCRIBED HEREIN; PROVIDING STIPULATIONS FOR THE CONDITIONAL USE; PROVIDING FOR A COMMENCEMENT PERIOD; PROVIDING FOR A CHANGE OF THE ZONING MAP; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Christian Development Center has applied for a conditional use of the herein described property, and

WHEREAS, the City Council of the City of Palm Bay has determined that such conditional use will neither be injurious to the neighborhood nor otherwise detrimental to the public welfare.

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

SECTION 1. The Zoning Ordinance of the City of Palm Bay is hereby amended to provide for the conditional use of property zoned R-A (Residential, Agricultural District) to allow the construction of a church, which said property is described as follows:

The east one half of Lot 11, Florida Indian River Land Company Subdivision of Section 19, Township 28S, Range 37E, according to the plat as recorded in Plat Book 1, Page 164, of the Public Records of Brevard County, Florida less and except the following described parcel: Commence at the SW corner of the NW quarter of Section 19, Township 28S, Range 37E, Brevard County, Florida, thence run South 89°25'20" East a distance of 1675.14 feet, for the point of beginning; thence run South 00°36'46" West a distance of 131.52 feet; thence run South 89°25'20" East a distance of 334.91 feet; thence run North 00°38'10" East a distance of 132.20 feet; thence run North 89°25'20" West a distance of 334.96 feet to the point of beginning.

SECTION 2. The conditional use is granted subject to the applicant complying with the following stipulations:

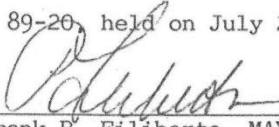
- 1) The conditional use shall be in accordance with the site plan which is by reference incorporated herein as Exhibit "A";
- 2) Approval shall be obtained from the City Council for the creation of a right-of-way;
- 3) A natural vegetation border that will grow to six (6) feet in height shall be provided along the northern, western, and eastern boundaries of the above described property.

SECTION 3. The conditional use shall be commenced within twelve (12) months from the enactment date of this ordinance. Commencement shall be the issuance of a building permit which must remain active or the conditional use shall terminate and the use of the premises shall revert to its previous use classification of R-A.


SECTION 4. The City zoning map be changed to reflect this amendment.

SECTION 5. This Ordinance shall become effective immediately upon its enactment.

Read in title only at Meeting Number 89-19, held on July 6, 1989;  
and read in title only at Meeting Number 89-20, held on July 20, 1989.

  
\_\_\_\_\_  
Frank P. Filiberto, MAYOR

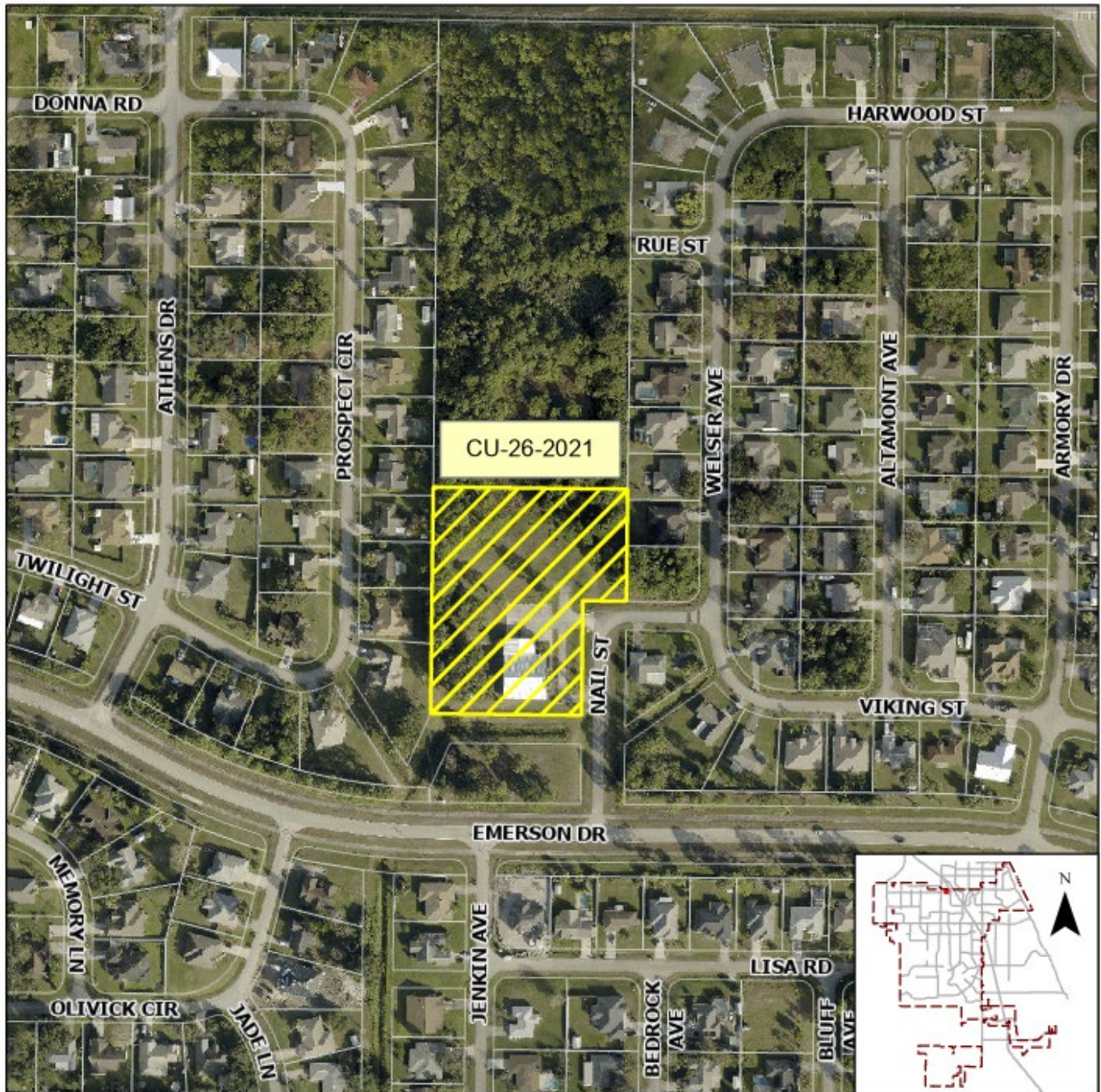
ATTEST:

  
\_\_\_\_\_  
Alice Passmore, CITY CLERK

Case No. CU-13-89



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



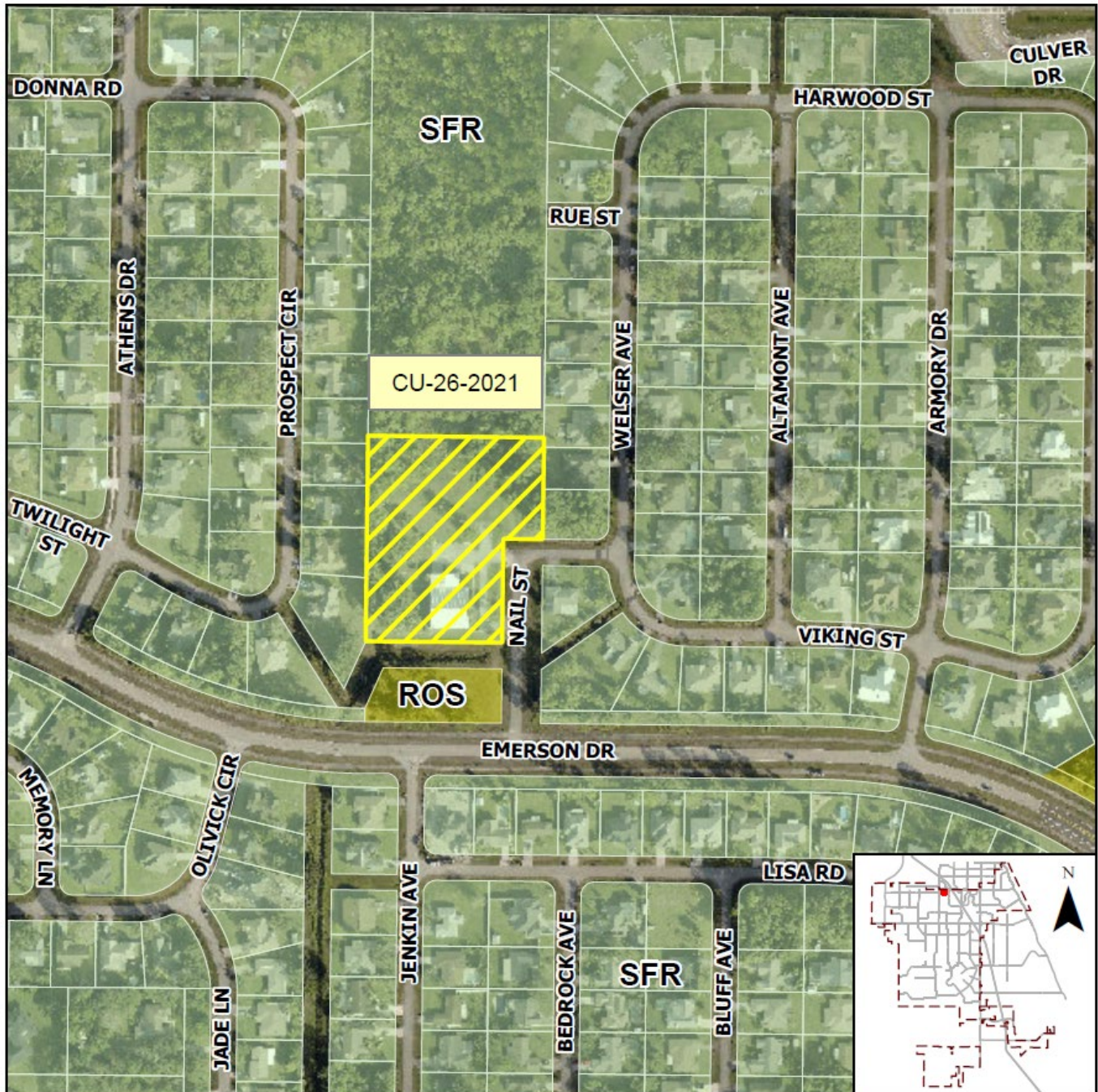
## **AERIAL LOCATION MAP      CASE: CU-26-2021**

### **Subject Property**

West of and adjacent to Nail Street NE, in the vicinity north of Emerson Drive NE, specifically at 343 Nail Street NE



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



## FUTURE LAND USE MAP

**CASE: CU-26-2021**

### Subject Property

West of and adjacent to Nail Street NE, in the vicinity north of Emerson Drive NE, specifically at 343 Nail Street NE

### Future Land Use Classification

SFR – Single Family Residential Use





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



## ZONING MAP

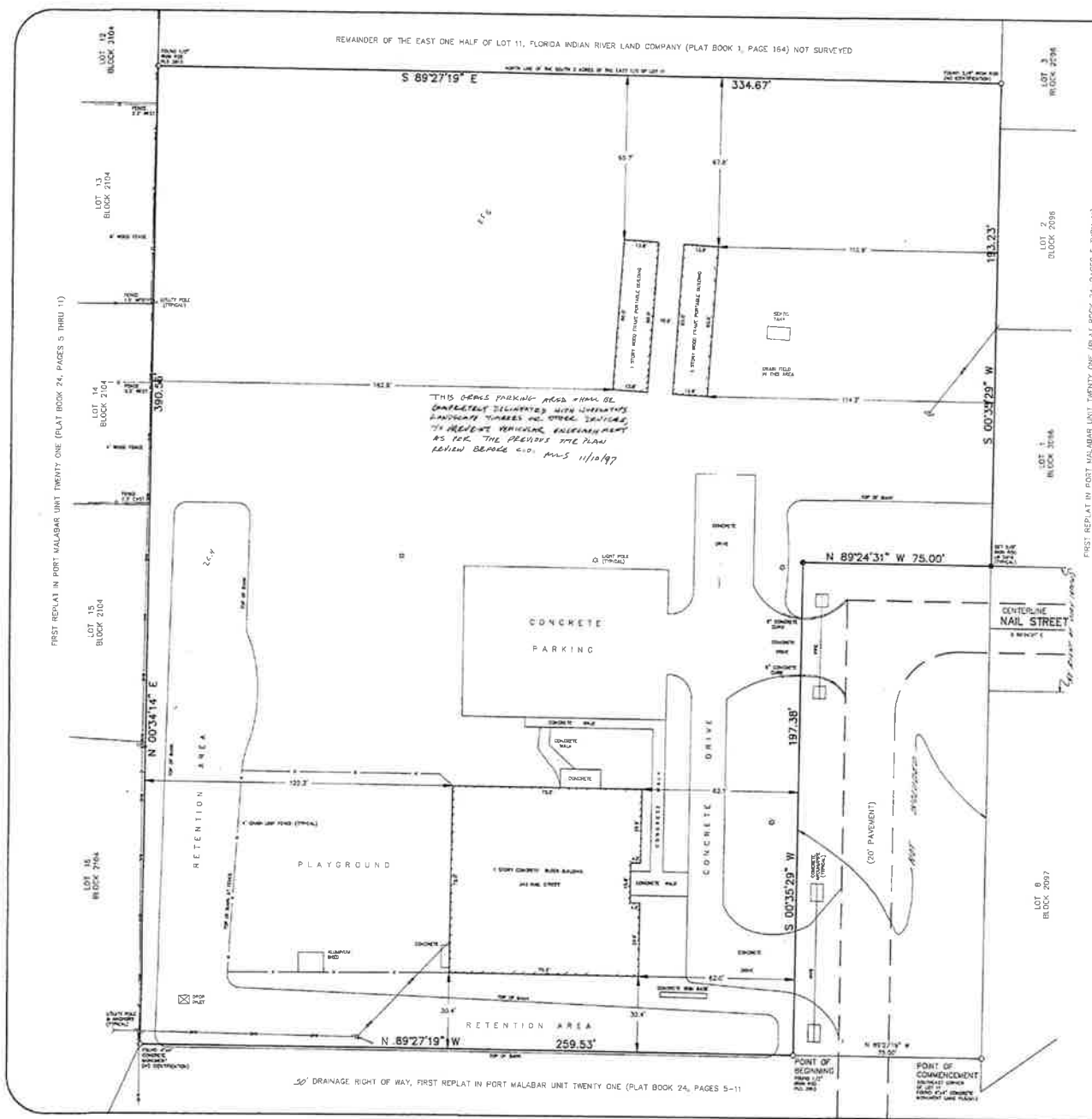
## CASE: CU-26-2021

### Subject Property

West of and adjacent to Nail Street NE, in the vicinity north of Emerson Drive NE, specifically at 343 Nail Street NE

### Current Zoning Classification

RR – Rural Residential District





**LAND DEVELOPMENT DIVISION**

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

[Landdevelopmentweb@palmbayflorida.org](mailto:Landdevelopmentweb@palmbayflorida.org)

**CONDITIONAL USE APPLICATION**

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

**PARCEL ID(S):**

28-37-19-00-510

**TAX ACCOUNT NUMBER(S):**

2829445

54U0 - PALM BAY

**PROPERTY ADDRESS:**

343 NAIL STREET NE PALM BAY FL 32907

**SIZE OF AREA COVERED BY THIS APPLICATION (calculate acreage):**

3

**ZONING CLASSIFICATION AT PRESENT (ex.: RS-2, CC, etc.):**

RR-Rural Residential

**CONDITIONAL USE SOUGHT:**

Christian School would like to rent and operate out of our church facilities.

**CITY OF PALM BAY, FLORIDA**  
**CONDITIONAL USE APPLICATION**  
**PAGE 2 OF 4**

**BE ADVISED:** All Conditional Use applications/projects are evaluated based on the following items located in Section 185.087 of the Code of Ordinances:

1. Proposed building and structures.
2. Proposed parking areas, vehicular and pedestrian circulation;
3. Proposed driveways and roadways near the site;
4. Conceptual stormwater management system; and
5. The provisions for potable water, sewer, and fire protection.

**A SITE SKETCH TO SCALE MUST BE PROVIDED OF THE FOLLOWING:**

- (A) Adequate ingress and egress may be obtained to and from the property, with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or other emergency.
- (B) Adequate off-street parking and loading areas may be provided, without creating undue noise, glare, odor, or other detrimental effects upon adjoining properties.
- (C) Adequate and properly located utilities that are available or may be reasonably provided to serve the proposed development.
- (D) Adequate screening and/or buffering will be provided to protect and provide compatibility with adjoining properties.
- (E) Signs, if any, and proposed exterior lighting will be so designed and arranged so as to promote traffic safety and to eliminate or minimize any undue glare, incompatibility, or disharmony with adjoining properties.
- (F) Yards and open spaces will be adequate to properly serve the proposed development and to ensure compatibility with adjoining properties.
- (G) The proposed use will not constitute a nuisance or hazard because of the number of persons who will attend or use the facility, or because of vehicular movement, noise, fume generation, or type of physical activity.
- (H) Development and operation of the proposed use will be in full compliance with any additional conditions and safeguards which the City Council may prescribe, including, but not limited to, reasonable time limit within which the action for which special approval is requested shall be begun or completed, or both.



**CITY OF PALM BAY, FLORIDA  
CONDITIONAL USE APPLICATION  
PAGE 3 OF 4**

**ADDITIONAL CONDITIONS MUST BE MET AND INCORPORATED INTO THE SITE SKETCH FOR THE SPECIFIC CONDITIONAL USE.** Additional criteria is listed in [Section 185.088](#) and available from staff (check all that apply):

- ☐ **Church** [Sec. 185.088(A)]
- ☐ **Club or Lodge** [Sec. 185.088(B)]
- ☐ **Commercial Dog Kennel** [Sec. 185.088(C)]
- ☐ **Planned Industrial Development** (industrially zoned site over 5 acres) [Sec. 185.088(D)]
- ☒ **Public or Private School** [Sec. 185.088(E)]
- ☐ **Self-Storage Facility** [Sec. 185.088(F)]
- ☐ **Communication Tower and Facilities** [Sec. 185.088(G)]
- ☐ **Dance Club** [Sec. 185.088(H)]
- ☐ **Security Dwelling Unit** [Sec. 185.088(I)]
- ☐ **Wedding Venue** [Sec. 185.088(J)]
- ☐ **Event Hall** [Sec. 185.088(K)]

CITY OF PALM BAY, FLORIDA  
CONDITIONAL USE APPLICATION  
PAGE 4 OF 4

THE FOLLOWING PROCEDURES AND ENCLOSURES ARE REQUIRED TO COMPLETE THIS APPLICATION:

- ☒ \*\$650.00 Application Fee. Make Check payable to "City of Palm Bay."
- ☒ List of legal descriptions of all properties within a 500-foot radius of the boundaries of the property covered by this application, together with the names and mailing addresses (including zip codes) of all respective property owners within the above referenced area. (This should be obtained for a fee from the Brevard County Planning and Zoning Department at (321) 633-2060.)
- ☒ Site Sketch (See page 2 for requirements). **Also provide the site sketch on Memory Drive.**
- ☐ Citizen Participation Plan. Refer to [Section 169.005](#) of the Land Development Code for guidelines.
- ☐ Sign(s) posted on the subject property. Refer to [Section 51.07\(C\)](#) of the Legislative Code for guidelines. Staff will provide a sign template.
- ☐ **Where the property owner is not the representative for the request, a [LETTER](#) must be attached giving the notarized consent of the property owner(s) to a representative.**

Name of Representative \_\_\_\_\_

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

**Under penalties of perjury, I declare that I have read the foregoing conditional use application and that the facts stated in it are true.**

Owner Signature Christopher Adams Date 5-6-21  
Printed Name Christopher Adams  
Full Address 834 Glendale Avenue NW Palm Bay, Florida 32907  
Telephone 208-519-1385 Email pastorchrisadams@gmail.com

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



## **Christian Development Center (Christian Life Church)**

### **Conditional Use Application**

Our church is filling out a conditional use application, to give access to a private Christian school who wants to rent our facilities.

#### **Size of School-**

The school will have around 30 Kids

#### **Hours of Operation-**

8:00-2:30 Monday-Friday

#### **Areas of Use-**

The School will be using the main sanctuary as well as two or three of the classrooms.

#### **Room for Expansion-**

We have plenty of room for growth as the school expands in numbers. We have a 5,000 square foot building with multiple classrooms and a big sanctuary, a covered Patio/Porch with lighting, and 3 acres that can be utilized as well.

#### **Ingress/Egress and Lighting-**

The church has a big parking lot as well as a wrap around driveway that will provide for proper entry and exit from the facility. We also have proper signs already on our property that say Entry and Exit when coming into the parking lot. This should keep any excess traffic on Nail Street and Emerson to a minimum. For any night events or times where it gets darker, we have a well lit parking lot.

## **RESOLUTION 2021-41**

**A RESOLUTION OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, GRANTING A CONDITIONAL USE FOR A PRIVATE SCHOOL IN RR (RURAL RESIDENTIAL DISTRICT) ZONING; WHICH PROPERTY IS LOCATED WEST OF AND ADJACENT TO NAIL STREET, IN THE VICINITY NORTH OF EMERSON DRIVE, AND LEGALLY DESCRIBED HEREIN; GRANTING THE USE AS A CONDITIONAL USE; PROVIDING FOR CONSTRUCTION TO BE IN COMPLIANCE WITH THE SITE PLAN; PROVIDING FOR A COMMENCEMENT PERIOD; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, application for a conditional use in RR (Rural Residential District) zoning to permit a private school on property legally described herein, has been made by Christian Development Center, Inc., and

**WHEREAS**, the request was duly considered by the Planning and Zoning Board of the City of Palm Bay on August 4, 2021, which voted to recommend to the City Council approval, with conditions, of the application, and

**WHEREAS**, all provisions applicable to the conditional use under Chapter 185, Zoning, Conditional Uses, Sections 185.085 and 185.086, and District Regulations, Section 185.031, 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 conditional use 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 grants a conditional use for a private school on property zoned RR (Rural Residential District) zoning, which property is legally described as follows:

Tax Parcels 510, of the Public Records of Brevard County, Florida; Section 19, Township 28S, Range 37E; containing 3.00 acres, more or less.

**SECTION 2.** The conditional use is granted subject to the applicant complying with the following:

- 1) Constructing the private school in accordance with the site plan which is, by reference, incorporated herein as Exhibit 'A';
- 2) The Land Development Division Staff Report which is, by reference, incorporated herein as Exhibit 'B';
- 3) The construction of an ADA-accessible sidewalk, prior to issuance of a Business Tax Receipt for the school, adjacent to the west side of Nail Street, extending from the sidewalk at Emerson Drive to the nearest existing driveway at Christian Life Church; and
- 4) 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 conditional use must be commenced within one (1) year from the effective date of this resolution. Commencement shall mean the issuance of the appropriate permit(s) which must remain active. Failure to commence such construction within one (1) year shall void the conditional use.

**SECTION 4.** This resolution shall take effect immediately upon the enactment date.

This resolution was duly enacted at Meeting 2021-\_\_\_\_\_, of the City Council of  
the City of Palm Bay, Brevard County, Florida, held on \_\_\_\_\_, 2021.

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Rob Medina, MAYOR

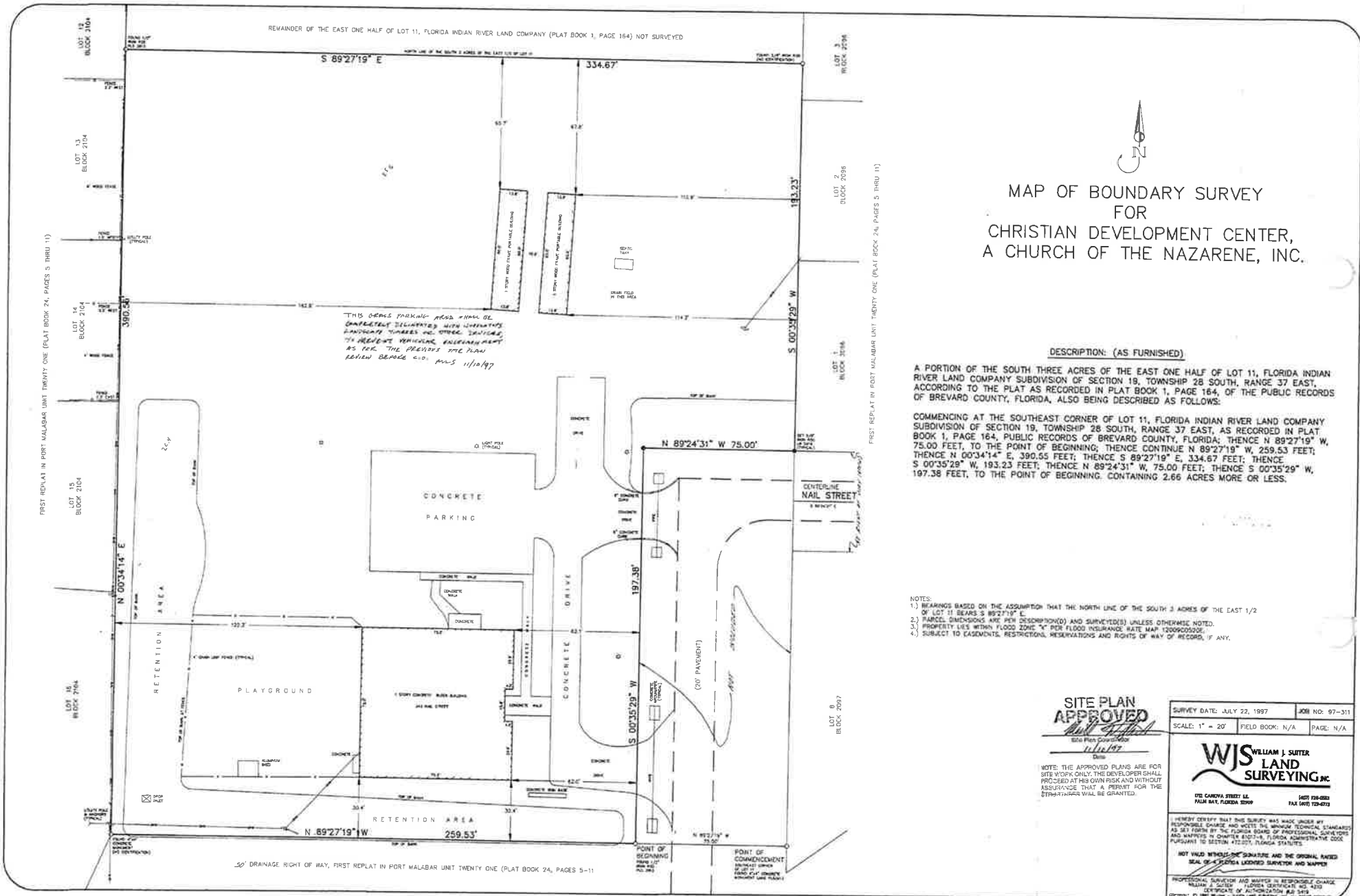
ATTEST:

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Terese M. Jones, CITY CLERK

Applicant: Christian Development Center, Inc.  
Case No.: CU-26-2021

cc: (date) Brevard County Recording  
Applicant  
Case File





## STAFF REPORT

### LAND DEVELOPMENT DIVISION

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

[landdevelopmentweb@palmbayflorida.org](mailto:landdevelopmentweb@palmbayflorida.org)

**Prepared by**

Grayson Taylor, Planner

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**CASE NUMBER**

CU-26-2021

**PLANNING & ZONING BOARD HEARING DATE**

August 4, 2021

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**PROPERTY OWNER & APPLICANT**

Christian Development Center, Inc.  
(Represented by Pastor Chris Adams and  
Abigail Adams)

**PROPERTY LOCATION/ADDRESS**

Southern 3 acres of ½ of Lot 11, Florida Indian River  
Land Co. Subdivision, Section 19, Township 28, Range  
37, specifically 343 Nail Street NE, 32907

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**SUMMARY OF REQUEST**

Conditional Use Approval for a Private School in the RR, Rural  
Residential Zoning District

**Existing Zoning**

RR, Rural Residential

**Existing Land Use**

Single-Family Residential Use

**Site Improvements**

Church

**Site Acreage**

3.0 acres

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

RR, Rural Residential, Vacant Land

**East**

SRE, Suburban Residential Estate; Nail Street NE and Single-  
Family Homes

**South**

RS-2, Single Family Residential, Vacant (City-owned) Land

**West**

SRE, Suburban Residential Estate, Single-Family Homes

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**COMPREHENSIVE PLAN****COMPATIBILITY**

Yes

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**BACKGROUND:**

The subject property, known as Christian Life Church, has been in operation since 1991. The site was then zoned Residential-Agricultural and required Conditional Use approval for a church in this zoning district. Christian Development Center was approved via Ordinance 89-22 (extended via Ordinance 90-30) with the following conditions:

- The conditional use shall be in accordance with the site plan which is by reference incorporated herein as Exhibit "A" (see attached site plan);
- Approval shall be obtained from the City Council for the creation of a right-of-way;
- A natural vegetation border that will grow to six (6) feet in height shall be provided along the northern, western, and eastern boundaries of the above-described property.

Exhibit A required the church to extend Nail Street NE to Emerson Drive NE, which the church completed. Aerial imagery shows an existing tree canopy along all property lines.

The applicant, Christian Development Center A Church of the Nazarene, Inc. is requesting conditional use approval for a private school to operate out of its existing facilities, as required by Section 185.031(D)(7) and 185.088(E) of the Palm Bay Code of Ordinances. The applicants include the pastor of the church and the future principal of the school.

**ANALYSIS:**

The applicants are seeking to operate a private school, titled Christian Learning Academy – Palm Bay, out of the existing church facilities, specifically utilizing the main sanctuary and several classrooms. They estimate around 30 children will attend, with operating hours of 8:00 a.m. to 2:30 p.m., Monday through Friday.

**CODE REQUIREMENTS:**

To be granted conditional use approval, requests are evaluated upon items (A) through (I) of the General Requirements and Conditions of Section 185.087 of the Code of Ordinances. A review of these items is as follows:

**Item (A):** Adequate ingress and egress may be obtained to and from the property, with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or other emergency.

The site can be accessed by automobile via Nail Street NE. A loop drive aisle allows for dropping off of potential students without having to turn around in the parking lot or stop on Nail Street. Entry and exit signs already exist at both ends of the driveway. There is no sidewalk leading to the church along Nail Street, nor anywhere in Port Malabar Unit 21, the neighboring subdivision. The nearest pedestrian infrastructure is the sidewalk on the north

side of Emerson Drive NE. Staff recommends that a sidewalk be provided from Emerson Drive alongside the west side of Nail Street to the driveway at Christian Life Church, to improve pedestrian safety.

**Item (B):** Adequate off-street parking and loading areas may be provided, without creating undue noise, glare, odor or other detrimental effects upon adjoining properties.

Adequate off-street parking has been approved via Site Plan approval. The proposed use of a school without construction of new facilities would not create any need for additional parking.

**Item (C):** Adequate and properly located utilities are available or may be reasonably provided to serve the proposed development.

Christian Life Church is connected to the City's water distribution and sewer collection systems, and has electric through Florida Power and Light.

**Item (D):** Adequate screening and/or buffering will be provided to protect and provide compatibility with adjoining properties.

The church was determined to be compatible with adjoining properties via conditional use in 1989. One of the conditions at the time was to provide a natural vegetation border along the north, east, and west side of the properties. There appear to be enough trees on site for the church to still be in compliance with this requirement.

**Item (E):** Signs, if any, and proposed exterior lighting will be so designed and arranged to promote traffic safety and to eliminate or minimize any undue glare, incompatibility, or disharmony with adjoining properties.

No additional photometric or sign plans have been submitted for permitting or with this application. The applicants have stated there is an existing entry sign at the northern driveway access by the parking lot, and an exit sign by the southern access.

**Item (F):** Yards and open spaces will be adequate to properly serve the proposed development and to ensure compatibility with adjoining properties.

The yards and open space requirements of the Zoning Code have been met.

**Item (G):** The proposed use will not constitute a nuisance or hazard because of the number of persons who will attend or use the facility, or because of vehicular movement, noise, fume generation, or type of physical activity.

The existing driveway loop appears to serve as an appropriate location for dropping off and picking up students. As the loop can accommodate several vehicles for stacking, it does not appear that additional improvements are required at this time. Should the school wish to



expand in the future, further improvements to account for more vehicles may be required, as well as another conditional use review and approval.

**Item (H):** The use as proposed for development will be compatible with the existing or permitted uses of adjacent properties.

Both a church and a school are permitted via conditional use in the Rural Residential zoning district. Schools and churches are both neighborhood-based institutions, and are compatible with the surrounding residential properties.

Section 185.088(E) further stipulates that a conditional use for a public or private school may be granted when the proposed site is located on a collector or arterial roadway, the minimum setbacks shall be 20 feet from all property lines or the minimum setbacks of the district, whichever is greater, and the minimum size of the site shall be one (1) acre. As a condition of Ordinance 89-22, Christian Life Church was required to construct the extension of Nail Street NE out to Emerson Drive NE. This provides direct access to a major collector roadway, which Staff determines to satisfy the first requirement. As the site is 3 acres in size, and meets the setback requirements of the Rural Residential zoning district, all requirements of 185.088(E) have been met.

**Item (I):** Development and operation of the proposed use will be in full compliance with any additional conditions and safeguards which the City Council may prescribe, including, but not limited to, a reasonable time limit within which the action for which special approval is requested shall be begun or completed, or both.

The Board and Council have the authority and right to impose any additional and justifiable safeguards, and/or conditions, to ensure that the facility operates safely and harmoniously with its surroundings.

**Additional Staff Comments:**

The Public Works Department has recommended that sidewalks with ADA accessibility be included alongside Nail Street NE to Emerson Drive NE, as well as a crosswalk across Nail Street NE at the Emerson Drive NE intersection.

**STAFF CONCLUSION:**

Motion to approve CU-26-2021, subject to the following condition(s):

- The construction of an ADA-accessible sidewalk, prior to issuance of a Business Tax Receipt for the school, adjacent to the west side of Nail Street NE, extending from the sidewalk at Emerson Drive NE to the nearest existing driveway at Christian Life Church.



## 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:** 8/19/2021

**RE:** Request by James and Nola Musgrove for a variance to allow 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 RS-2, Single-Family Residential District, zoning as established by Sections 185.118 (C) and (G), Palm Bay Code of Ordinances (0.46 acres) (V-25-2021). (Quasi-Judicial Proceeding)

Mr. James Musgrove and Ms. Nola Musgrove have submitted for a variance to allow a proposed detached accessory structure to exceed the square footage of the principal structure; and to exceed the maximum metal building requirement from 300 square feet to 1200 square feet, as established by Section 185.118(C) and 185.118(G) of the Palm Bay Code of Ordinances. The .46-acre property consists of two back-to-back lots with a 1,317 square-foot, single-family home (967 square feet under air).

The applicants are seeking to place a 30-foot by 40-foot metal garage at the rear of their property to face Hilliard Road NW. They have indicated that the 220-square foot, single-car garage attached to their home does not have enough space for storage due to the washer and dryer hook up, air conditioning unit, and water heater. The proposed detached garage is approximately 204 square feet larger than the code allows. Literal interpretation and enforcement of the Land Development Code would permit the applicant to build a maximum 966 square-foot garage, as required to be smaller than the existing home under air.

### REQUESTING DEPARTMENT:

Growth Management

### RECOMMENDATION:

Request for City Council to determine, based on the facts presented, the degree of minimal relief, if any, to meet the needs of the variance request, as required by Section 169.009 of the City of Palm Bay Code of Ordinances.

- Please note that as a condition for approval for this variance, the proposed structure must meet the requirements of Section 185.118(G), where the garage exterior simulates non-metal construction, is treated with a textured coating on all four sides, or is painted to match the color scheme of the primary residence.

**Planning and Zoning Board Recommendation:**

Planning and Zoning Board minutes are not fully transcribed at this time; the following is an excerpt:

Motion to submit Case V-25-2021 to City Council for approval.

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

**Aye:** Jordan, Boothroyd, Hill.

**Nay:** Weinberg, Boerema.

**ATTACHMENTS:**

**Description**

Case V-25-2021 - Staff Report

Case V-25-2021 - Map Surveys

Case V-25-2021 - Application

Case V-25-2021 - Correspondence



# STAFF REPORT

## LAND DEVELOPMENT DIVISION

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

[landdevelopmentweb@palmabayflorida.org](mailto:landdevelopmentweb@palmabayflorida.org)

### Prepared by

Grayson Taylor, Planner

---

#### CASE NUMBER

V-25-2021

#### PLANNING & ZONING BOARD HEARING DATE

August 4, 2021

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#### PROPERTY OWNER & APPLICANT

James Musgrove, Nola Musgrove

#### PROPERTY LOCATION/ADDRESS

Lots 4 and 30, Block 1906, Port Malabar Unit 26, Section 34, Township 28, Range 36, Brevard County, Florida. Specifically, 278 High Road NW, 32907.

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#### SUMMARY OF REQUEST

A variance to allow a proposed detached accessory structure to exceed the square footage of the principal structure; and to exceed the maximum metal building requirement from 300 sf to 1200 sf, as established by Section 185.118(C) and 185.118(G) of the Palm Bay Code of Ordinances.

#### Existing Zoning

RS-2, Single-Family Residential District

#### Existing Land Use

Single-Family Residential Use

#### Site Improvements

Single-Family Home

#### Site Acreage

0.46 acres

---

#### SURROUNDING ZONING & USE OF LAND

##### North

RS-2, Single-Family Residential, Single-Family Home

##### East

RS-2, Single-Family Residential, High Road NW

##### South

RS-2, Single-Family Residential, Single-Family Homes

##### West

RS-2, Single-Family Residential, Hilliard Road NW

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**BACKGROUND:**

The property consists of two standard General Development Corporation lots, back-to-back. The property has a width of 80', and a depth of 250'. The property was purchased by the current applicants/owners in 2019. The applicants are now seeking relief from the Code of Ordinances to place a 30' x 40' metal garage on the rear of the property facing Hilliard Road NW, to be used for storage.

**Note:** 185.118(G) states *"metal accessory structures over three hundred (300) square feet or over twelve (12) feet in height are prohibited in ... RS-2 (Single-Family Residential District), ... unless the structure is designed to simulate non-metal construction, is treated with a textured coating on all four sides, or is painted to match the color scheme of the primary residence."* After the variance advertisements were completed, the applicant provided in writing that the metal building would be painted to match the color scheme of his home, which means the applicant no longer needs a variance from 185.118(G).

**ANALYSIS:**

Variances from the terms of the Land Development Code may be granted when special conditions exist that would result in unnecessary hardship if the provisions of the Land Development Code were enforced. However, a variance may not be granted when the public health and safety would be compromised as a result of the variance. An application must demonstrate that items 1 through 7 of Section 169.009 of the Code of Ordinances have been met. A review of these items is as follows:

**Item 1** - *"Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, buildings or structures in the same land use category, zoning district, or situation."*

The applicants state, "Our home is 1,317 sq ft under roof and 997 sq ft under air. Per code, we are not able to build an accessory structure larger than what is under air in the main house, which would allow us 996 sq ft. The single car garage attached to the house is 220 sq ft, which is also the only location for the washer dryer hook up, AC unit, and water heater. This does not leave a large amount of room for the actual purpose of the garage."

The proposed garage is approximately 204 square feet larger than what is allowed by code.

**Item 2** - *"The special conditions and circumstances identified in Item 1 above are not the result of the actions of the applicant."*

There are no special conditions and circumstances identified in Item 1, and the applicants' desire for an accessory garage are the result of their actions.

**Item 3** - *"Literal interpretation and enforcement of the Land Development Code regulations would deprive the applicant of rights commonly enjoyed by other properties in the same land use category, zoning district or situation under the terms of the Land Development Code, and would work unnecessary and undue hardship on the applicant."*

Literal interpretation and enforcement of the Land Development Code would require the applicant to build an accessory structure smaller than the home. This would allow for an accessory structure (or multiple structures) of 996 square feet. A typical garage associated with a single-family home is 400 square feet.

**Item 4** - *"The variance, if granted, is the minimum variance necessary to make possible the reasonable use of the land, building, or structure."*

There is no variance necessary. The desired accessory structure is 204 square feet larger than what is allowed by code.

**Item 5** - *"Granting of the variance request will not confer on the applicant any special privilege that is denied by the development code to other lands, buildings or structures in the same land use category, zoning district or situation."*

Granting of the variance would confer upon the applicant a special privilege for their proposed garage, as the same development standards apply to other properties in this community. The proposed structure does not appear to create any health or safety hazards to adjacent properties.

**Item 6** - *"The granting of the variance will be in harmony with the general intent and purpose of this code and will not be injurious to the surrounding properties or detrimental to the public welfare."*

Staff has not identified any detrimental effect to public welfare.

**Item 7** - *"The variance represents a reasonable disposition of a claim brought under the Bert J. Harris Private Property Rights Protection Act, chapter 95-181, Laws of Florida, that a development order of the city has reasonably burdened the applicant's property, based on the recommendations of the special master appointed in accordance with the act, or the order of a court as described in the act."*

Staff has not received a claim made upon this property, with respect to the "Bert J. Harris Act," or any development order, as indicated above. Therefore, Item 7 is not applicable to the variance request.

**Note:** As a condition for approval for this variance, the proposed structure must meet the requirements of 185.118(G), where the garage exterior simulates non-metal construction, is treated with a textured coating on all four sides, or is painted to match the color scheme of the primary residence.

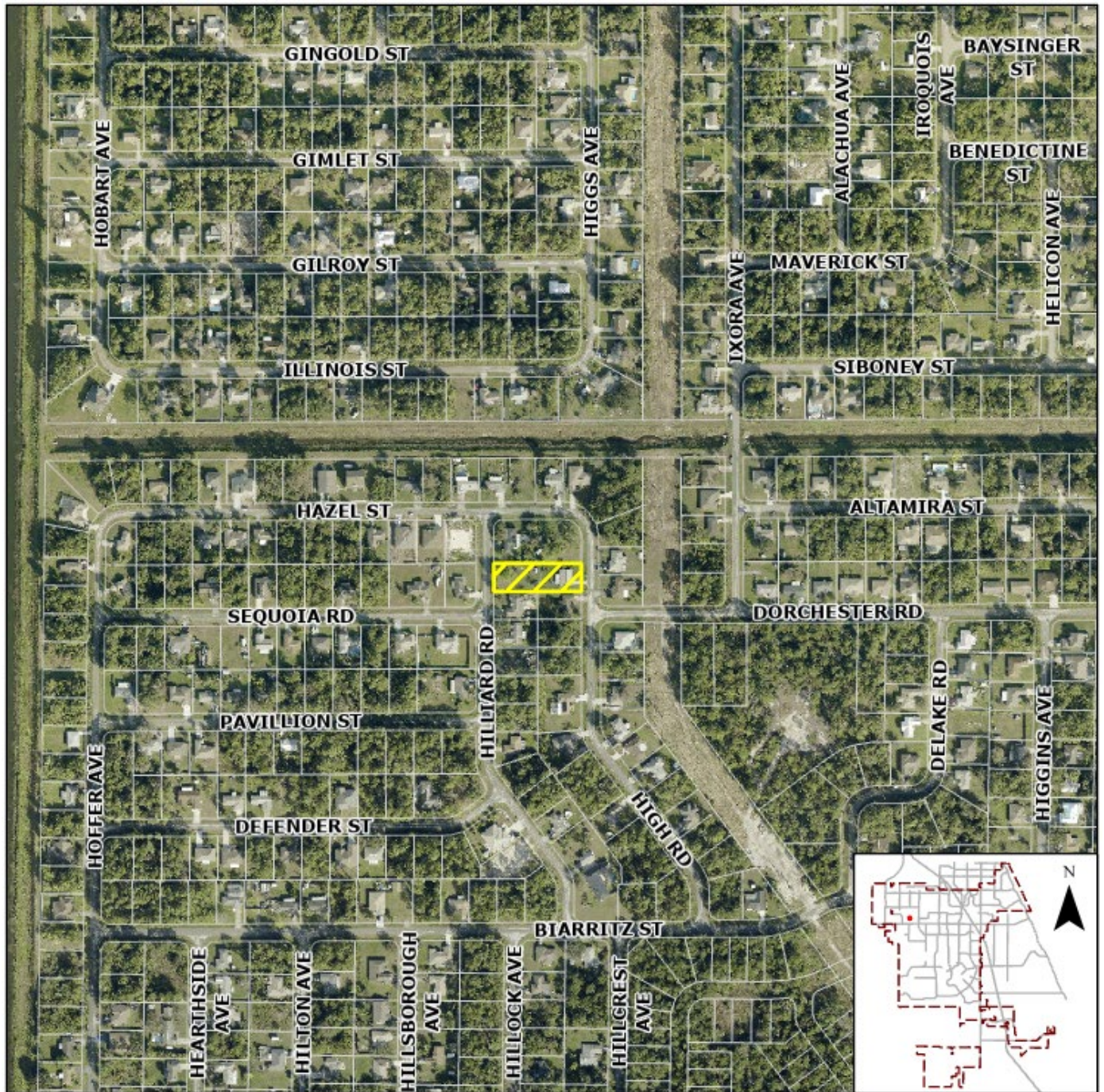
**STAFF RECOMMENDATION:**

The Planning and Zoning Board must determine, based on the facts presented, to what degree, if any, of minimal relief, is required to meet the needs of the variance being requested, as required under Section 169.009 of the City of Palm Bay Code of Ordinances and make recommendations to City Council for a final review. Under 59.05(A)(14) of the City of Palm Bay Code of Ordinances, "The quasi-judicial body shall direct the clerk or [city] attorney acting as the body's legal counsel to prepare the necessary and appropriate written order in accordance with the purpose of the hearing and findings of the quasi-judicial body. Pursuant to Florida Statutes, in the event relief is denied to the applicant, the specific provision of statute or code that was deficient shall be stated for record."





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



## AERIAL LOCATION MAP CASE: V-25-2021

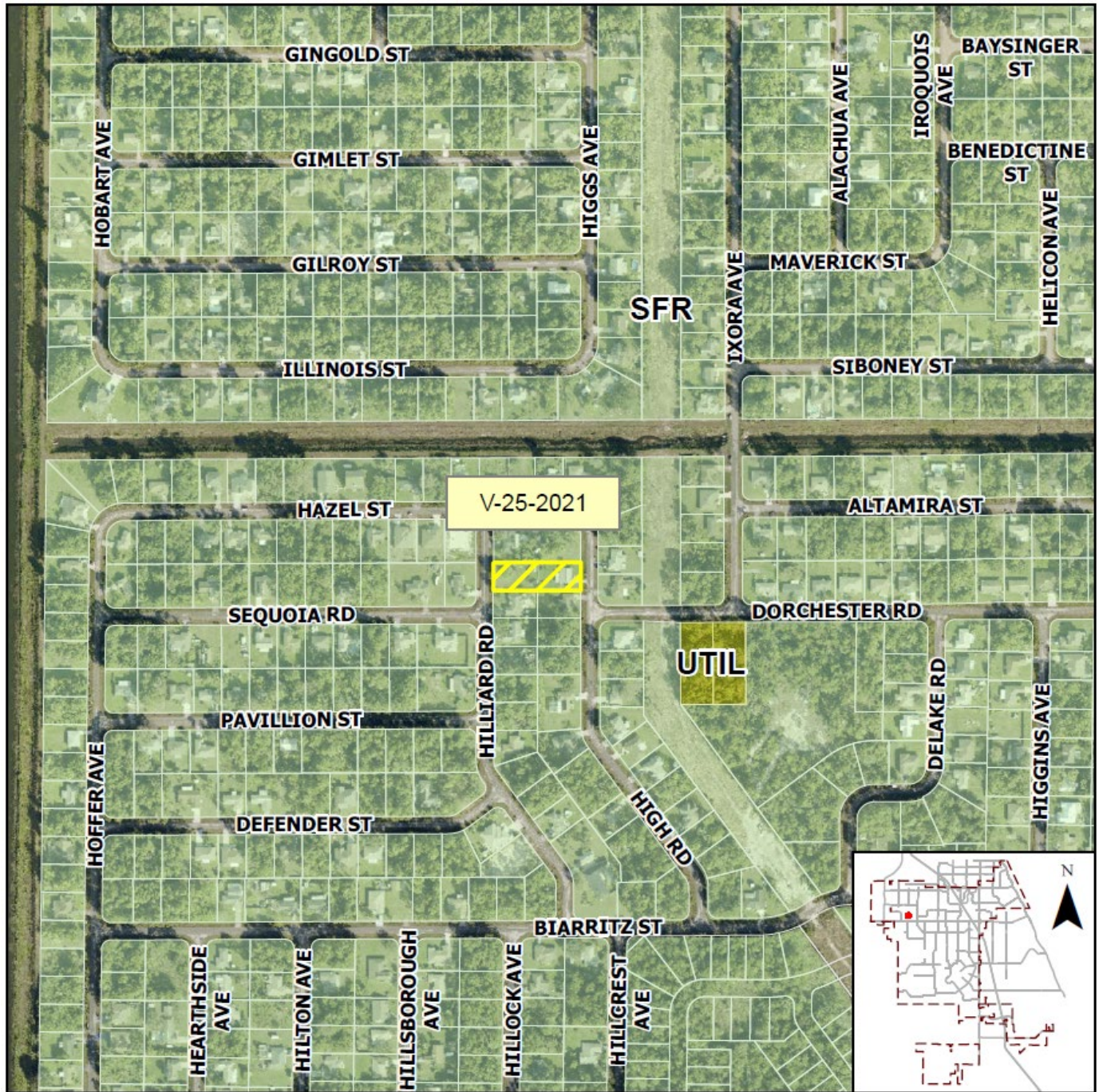
### Subject Property

Between High Road NW and Hilliard Road NW, specifically at 278 High Road NW





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



## FUTURE LAND USE MAP

CASE: V-25-2021

### Subject Property

Between High Road NW and Hilliard Road NW, specifically at 278 High Road NW

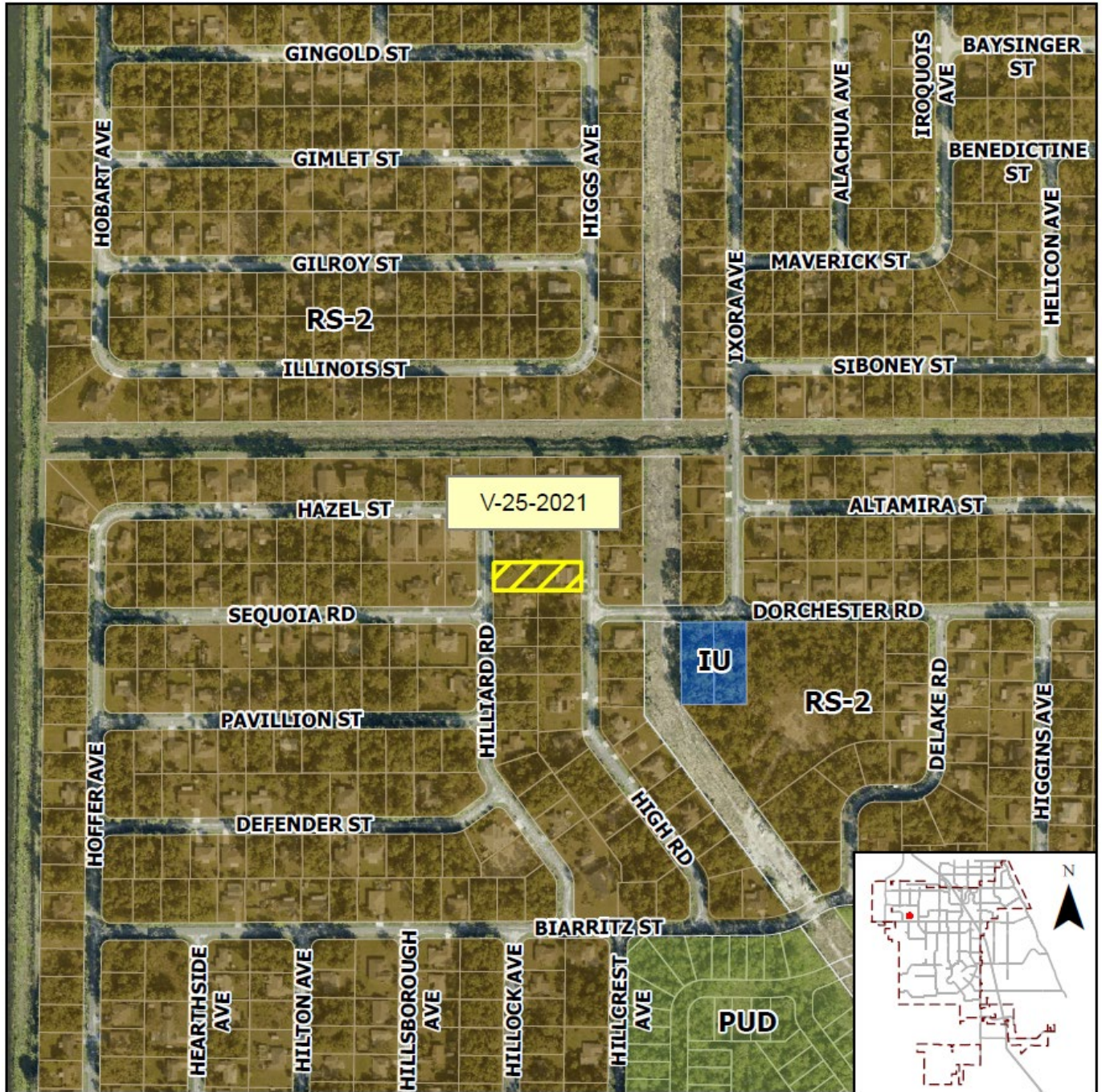
### Future Land Use Classification

SFR – Single Family Residential Use





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



## ZONING MAP

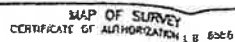
## CASE: V-25-2021

### Subject Property

Between High Road NW and Hilliard Road NW, specifically at 278 High Road NW

### Current Zoning Classification

RS-2 – Single-Family Residential District



James Harold Musgrove  
Everett Financial Inc. dba Supreme Lending  
Bay National Title Company  
First American Title Insurance Company


THIS SURVEY DOES NOT REFLECT OR CONSTITUTE OPINION  
OF ANY COMPANY OR PERSON EXCEPT THE SURVEYOR, WHO  
WILL SIGN WITHOUT THE SIGNATURE AND THE EXHIBIT, ROLLS, SEAL, OF A FLORIDA LICENSED SURVEYOR AND NOTARY.

[illegible]

SURVEYOR'S NOTES:

- [illegible]

[illegible]

30-100000	5-11-2014	14-1533	
ORIGIN BY: 		SCALE: 1"=50'	
6000 TONE	FLOOD INSURANCE RATE MAP NUMBER 13	ZODISC 058	

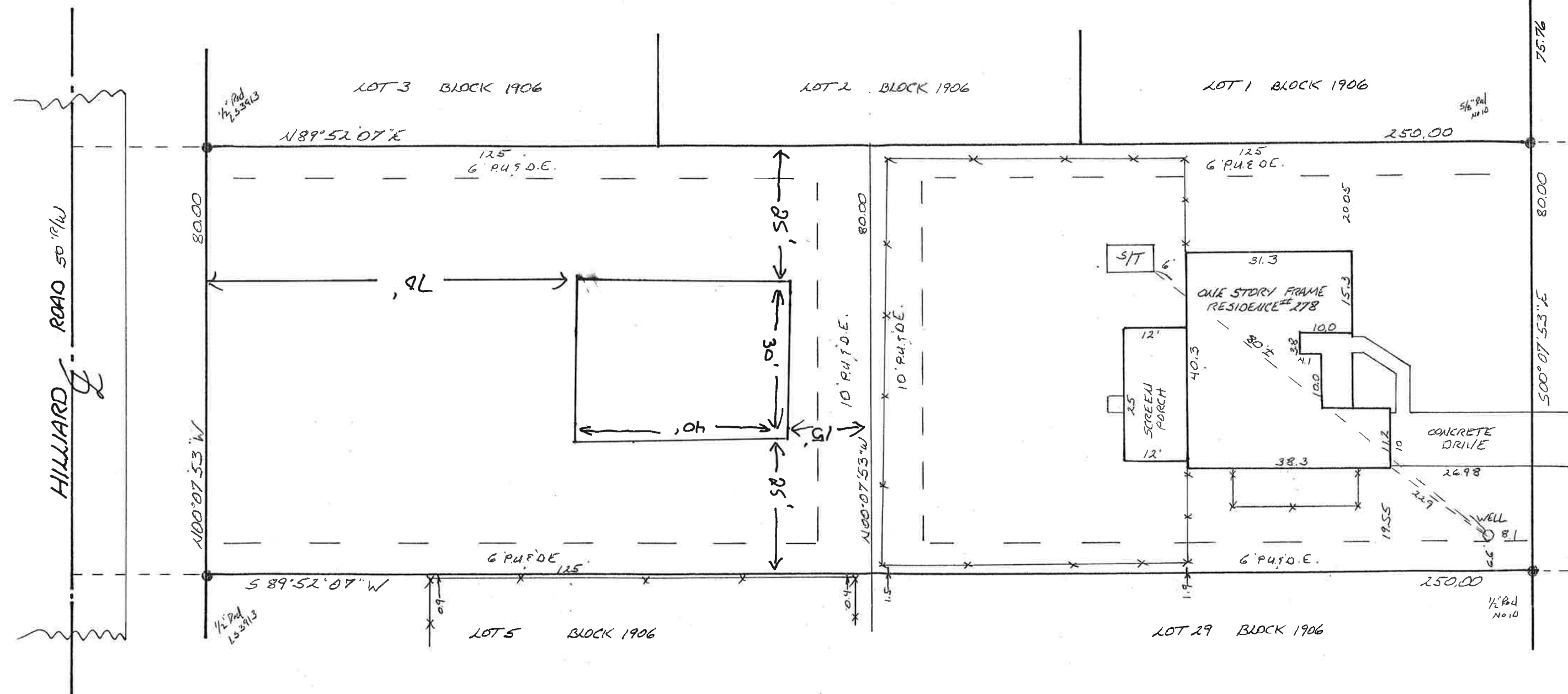
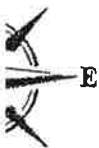
Mr. FBI

JOHN L. SWANSON & SONS, INC. - FLORIDA CERTIFICATE NO. 2005

**PRECISION**  
LAND SURVEYING, INC.

NAME: (20) 200-4000  
 DOB: (20) 200-4000  
 1-200-4000  
 F.B.I. BUREAU  
 2000 WILSON COURT  
 MELBOURNE, FLORIDA 32904

MAP OF SURVEY  
CERTIFICATE OF AUTHORIZATION L.B. 6586







**LAND DEVELOPMENT DIVISION**

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

Landdevelopment@palmabayflorida.org

**VARIANCE APPLICATION**

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

PARCEL ID 28-36-34-FB-1906-4

TAX ACCOUNT NUMBER 2812766

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

Port Malabar Unit 26 Lots 4 & 30 Blk 1906

**STREET ADDRESS OF PROPERTY COVERED BY APPLICATION:**

278 High Rd NW Palm Bay FL 32907

SIZE OF AREA COVERED BY THIS APPLICATION (calculate acreage): .46

EXISTING ZONING CLASSIFICATION OF PROPERTY (ex.: RS-2, CC, etc.) RS-2

ARE THERE ANY STRUCTURES ON THE PROPERTY NOW? ☒ YES ☐ NO

HAS A VARIANCE APPLICATION PREVIOUSLY BEEN FILED FOR THIS PROPERTY?  
☐ YES ☒ NO

IF SO, STATE THE NATURE OF THE PREVIOUS APPLICATION, WHETHER THE REQUEST WAS APPROVED OR DENIED, AND DATE OF ACTION:

**EVIDENCE MUST BE PROVIDED TO CONSIDER VARIANCES BASED ON THE FOLLOWING CLAIMS:**

- ☐ **BERT J. HARRIS PRIVATE PROPERTY RIGHTS PROTECTION ACT**, Chapter 95-181, Laws of Florida. Provide a copy of one of the following:
- ☐ Special master appointed in accordance with the act.
  - ☐ Court order as described in the act.
- ☐ **AMERICANS WITH DISABILITIES ACT**. Cite the section of the act from which the variance request will provide relief: \_\_\_\_\_

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

- ☐ \*\$350.00 Application Fee. Make Check payable to "City of Palm Bay."
- ☐ List of legal descriptions of all properties within a 500-foot radius of the boundaries of the property covered by this application, together with the names and mailing addresses (including zip codes) of all respective property owners within the above referenced area. (This should be obtained for a fee from the Brevard County Planning and Zoning Department at (321) 633-2060.)
- ☐ A site plan drawn to scale which shows all property and yard dimensions, its structures (if any) and the variance desired, including abutting highway or road boundaries. The site plan shall also be provided on Memory Drive.
- ☐ Site plan data may be shown on a copy of the survey and must also be provided on Memory Drive.
- ☐ A survey prepared by a registered surveyor showing all property lines and structures. The survey shall also be provided on Memory Drive.
- ☐ Sign(s) posted on the subject property. Refer to Section 51.07(C) of the Legislative Code for guideline.
- ☐ **Where the property owner is not the representative for the request**, a LETTER must be attached giving the notarized consent of the property owner(s) to a representative.

**Name of Representative** \_\_\_\_\_

CITY OF PALM BAY, FLORIDA  
VARIANCE APPLICATION  
PAGE 4 OF 4

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

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

Owner Signature James Musgrove Nola Musgrove Date 5-25-2021  
Printed Name James Musgrove Nola Musgrove  
Full Address 278 High Rd NW Palm Bay FL 32907  
Telephone 321 302 3342 Email jamesmusgrove1@gmail.com

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

To whom it may concern,

Our names are James and Nola Musgrove. We are writing this letter in hopes of being approved for a variance to build a metal detached garage on our back empty ¼ acre lot.

Our home is 1,317 sq ft, under roof and 997 sq ft, under air. Per code, we are not able to build an accessory structure larger than what is under air in the main house, which would allow us 996 sq ft. The single car garage attached to the house is 220 sq ft, which is also the only location for the wash dryer hook up, AC unit and water heater. This does not leave a large amount of room for the actual purpose of the garage. We are able to get a car into the garage, but once in, you cannot open the doors. All other homes around us, have a double driveway and two car garages.

We are wanting to build a detached garage on the empty back lot that will be able to accommodate two boats, two vehicles and a small amount for storage. This will allow shelter for everything in the event of a hurricane.

The square footage we are looking at would be 1,200 sq ft meaning we are requesting a variance for 204 sq ft. This will keep us under the square footage of the main property under roof.

We have spoken with immediate neighbors behind and beside where the building would sit and they are all in support of the square footage we are requesting.

Please consider our request as we are very hopeful to provide storage and shelter for all of our belongings.

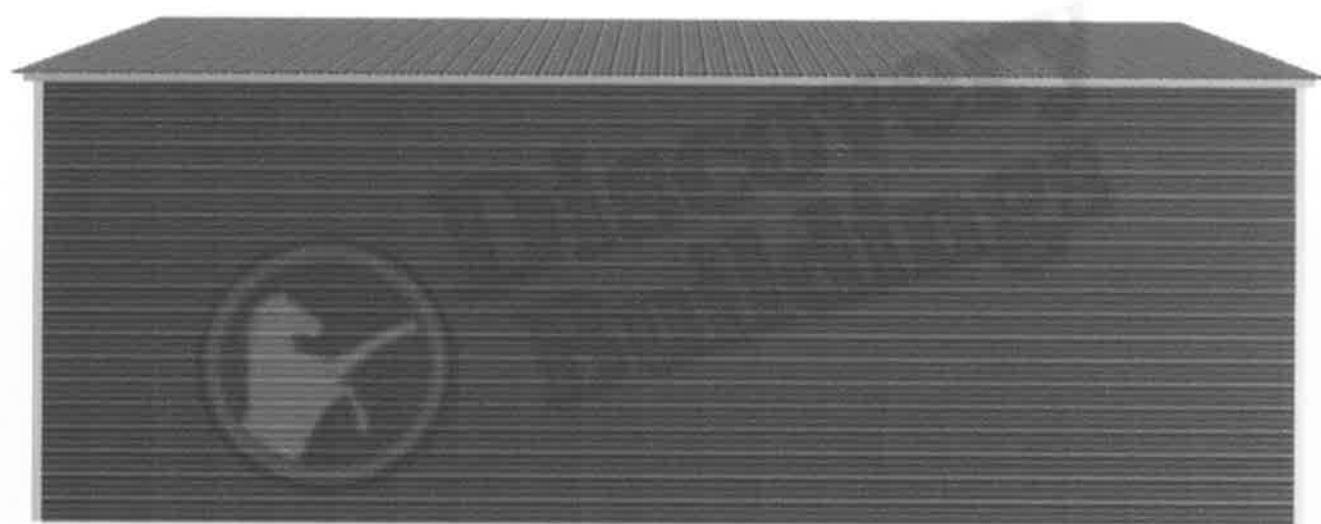
Thank you,

James Musgrove  
Nola Musgrove 5/25/2021

James and Nola Musgrove







# **CORRESPONDENCE**

SAMUEL AND LEILA LOMAZZO

5410 NW CROMEY STREET

PORT ST. LUCIE, FL 34986

June 21, 2021

City of Palm Bay Planning and Zoning Board City Council  
c/o Land Development Division  
City of Palm Bay  
120 Malabar Road SE  
Palm Bay, Florida 32907

**REFERENCE CASE: V-25-2021 (James and Nola Musgrove)**

I writing to express my strong opposition to the proposed variance of 1,200 square feet detached metal garage on the property of Lots 4 and 30, Block 1906, Port Malabar Unit 26, Section 34, Township 28, Range 36, Brevard County, Florida, containing approximately .46 acres. (Between High Road NW and Hilliard Road NW, specifically at 278 High Road NW); that James and Nola Musgrove are requesting to build/add to the above-mentioned property.

This building will not only look out of place in the community but potentially lower property value for the existing home/landowners. This type of building/structure is for commercial property or in a rural location and is not appropriate for this single-family community. What the Musgrove's are asking is that we change this community from a single-family residential community to that of commercial community which will only fit their needs which will cause a hardship for other home/landers owners. Only God knows what is going to come along with this oversize garage. If this structure is allowed to take place in and of itself will be detrimental to our area/community and property value. The metal garage will be huge! Unacceptable in a single-family community.

I urge you the board members to disapprove the proposed variance. I know my opinion is shared by the community members who cannot attend the meeting, write letters, or emails.

Thank you for your continued service and support of our communities and let us work Palm Bay beautiful.

Respectfully Submitted,

Samuel Lomazzo

Leila Lomazzo



## 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:** 8/19/2021

**RE:** 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 in RS-2, Single-Family Residential District, zoning as established by Section 185.033(F)(7)(a), Palm Bay Code of Ordinances (0.41 acres) (V-27-2021). (Quasi-Judicial Proceeding)

Mr. Thomas A. Capritta and Ms. Michelle M. Capritta have submitted for a variance to allow a proposed garage addition to encroach 6 feet into the 25-foot front building setback, as established by Section 185.034(F)(7)(a) of the Palm Bay Code of Ordinances. The .41-acre property consists of one lot with a single-family home with an attached two-car garage.

The applicants seek to construct a garage addition of 12 square-feet for a third stall on the front of their home, with a driveway addition from the existing concrete leading into the new stall. They have indicated that the garage addition is for a third stall for classic car storage. The garage will blend and match with the existing home. Literal interpretation and enforcement of the Land Development Code would only allow the applicant a six-foot garage expansion, which is not large enough for an additional vehicle.

### **REQUESTING DEPARTMENT:**

Growth Management

### **RECOMMENDATION:**

Request for City Council to determine, based on the facts presented, the degree of minimal relief, if any, to meet the needs of the variance request, as required by Section 169.009 of the City of Palm Bay Code of Ordinances.

### **Planning and Zoning Board Recommendation:**

Planning and Zoning Board minutes are not fully transcribed at this time; the following is an excerpt:

Motion to submit Case V-27-2021 to City Council for approval.

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

**Aye:** Weinberg, Jordan, Boerema, Boothroyd, Hill.

**ATTACHMENTS:****Description**

Case V-27-2021 - Staff Report - Revised

Case V-27-2021 - Map Surveys

Case V-27-2021 - Application

Case V-27-2021 - Correspondence



**REVISED**

# STAFF REPORT

## LAND DEVELOPMENT DIVISION

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

[landdevelopmentweb@palmabayflorida.org](mailto:landdevelopmentweb@palmabayflorida.org)

**Prepared by**

Grayson Taylor, Planner

---

**CASE NUMBER**

V-27-2021

**PLANNING & ZONING BOARD HEARING DATE**

August 4, 2021

---

**PROPERTY OWNER & APPLICANT**

Thomas Capritta, Michele Capritta

**PROPERTY LOCATION/ADDRESS**

Lot 41, Block C, Turkey Creek Subdivision, Section 26,  
Township 28, Range 37, Brevard County, Florida,  
specifically, 921 Mandarin Drive NE

---

**SUMMARY OF REQUEST**

A variance to allow a proposed garage addition to encroach 6' into the 25' front building setback, as established by Section 185.034(F)(7)(a) of the Palm Bay Code of Ordinances.

**Existing Zoning**

RS-2, Single-Family Residential District

**Existing Land Use**

Single-Family Residential Use

**Site Improvements**

Single-Family Home

**Site Acreage**

0.41 acres

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

RS-2, Single-Family Residential, Mandarin Drive NE

**East**

RS-2, Single-Family Residential, Vacant Land

**South**

Turkey Creek

**West**

RS-2, Single-Family Residential, Single Family Home

---

**BACKGROUND:**

The property consists of one lot, with a width of 78.67', and a depth of 220'. The property has been owned by the applicants since 1994. The applicant now seeks to construct a garage addition for a third stall on the front of the home, with a driveway addition from the existing concrete leading into the new stall.

**ANALYSIS:**

Variances from the terms of the Land Development Code may be granted when special conditions exist that would result in unnecessary hardship if the provisions of the Land Development Code were enforced. However, a variance may not be granted when the public health and safety would be compromised as a result of the variance. An application must demonstrate that items 1 through 7 of Section 169.009 of the Code of Ordinances have been met. A review of these items is as follows:

**Item 1** - *"Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, buildings or structures in the same land use category, zoning district, or situation."*

The applicants have stated they would "like to have a third stall garage for classic car storage. [It] will blend with the existing home and match perfectly." As the home already has an attached two-car garage, the desired addition is in excess of what is standard in the community and is to be used solely for extra vehicle storage. Additional concrete is proposed to widen the on-site driveway to access the garage. No special conditions or circumstances exist for the land, structure, or building involved.

**Item 2** - *"The special conditions and circumstances identified in Item 1 above are not the result of the actions of the applicant."*

There are no special conditions and circumstances identified, and the need of a variance is a result of the actions of the applicant.

**Item 3** - *"Literal interpretation and enforcement of the Land Development Code regulations would deprive the applicant of rights commonly enjoyed by other properties in the same land use category, zoning district or situation under the terms of the Land Development Code, and would work unnecessary and undue hardship on the applicant."*

Literal interpretation and enforcement of the Land Development Code would require the applicant to build within the applicable setbacks. Building within the required setbacks would only allow for a garage addition of 6', which is not enough for an additional vehicle.



**Item 4** - *"The variance, if granted, is the minimum variance necessary to make possible the reasonable use of the land, building, or structure."*

A maximum of 12' >>6<< feet into the 25-foot front building setback would be needed to meet the applicant's request.

**Item 5** - *"Granting of the variance request will not confer on the applicant any special privilege that is denied by the development code to other lands, buildings or structures in the same land use category, zoning district or situation."*

Granting of the variance would confer upon the applicant a special privilege for the setback relief, as the same development standards apply to other properties in this community. The encroachment, however, does not appear to create any health or safety hazards to adjacent properties.

**Item 6** - *"The granting of the variance will be in harmony with the general intent and purpose of this code and will not be injurious to the surrounding properties or detrimental to the public welfare."*

Staff has not identified any detrimental effect to public welfare.

**Item 7** - *"The variance represents a reasonable disposition of a claim brought under the Bert J. Harris Private Property Rights Protection Act, chapter 95-181, Laws of Florida, that a development order of the city has reasonably burdened the applicant's property, based on the recommendations of the special master appointed in accordance with the act, or the order of a court as described in the act."*

Staff has not received a claim made upon this property, with respect to the "Bert J. Harris Act," or any development order, as indicated above. Therefore, Item 7 is not applicable to the variance request.

#### **STAFF RECOMMENDATION:**

The Planning and Zoning Board must determine, based on the facts presented, to what degree, if any, of minimal relief, is required to meet the needs of the variance being requested, as required under Section 169.009 of the City of Palm Bay Code of Ordinances and make recommendations to City Council for a final review. Under 59.05(A)(14) of the City of Palm Bay Code of Ordinances, "The quasi-judicial body shall direct the clerk or [city] attorney acting as the body's legal counsel to prepare the necessary and appropriate written order in accordance with the purpose of the hearing and findings of the quasi-judicial body. Pursuant to Florida Statutes, in the event relief is denied to the applicant, the specific provision of statute or code that was deficient shall be stated for record."



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



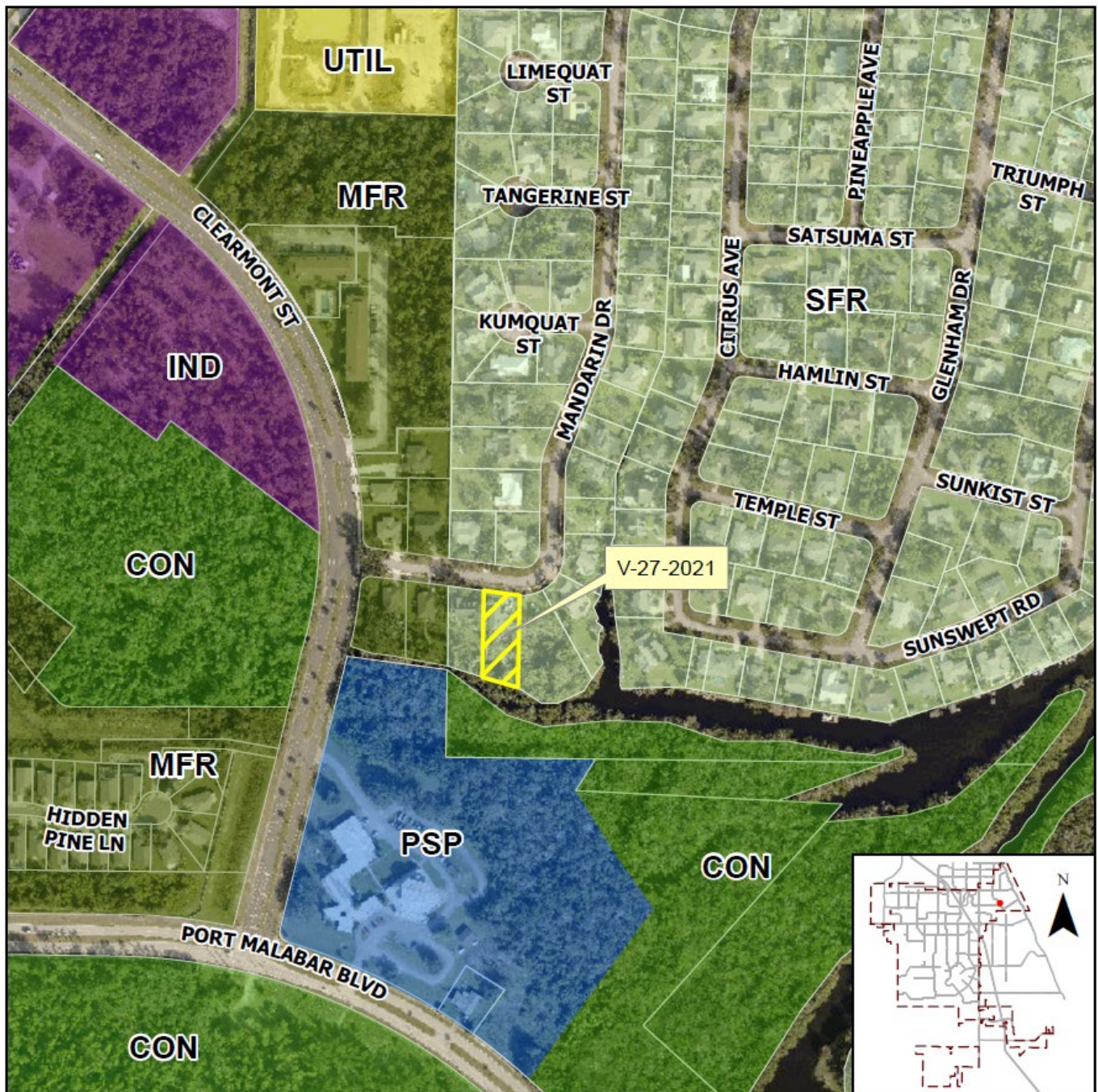
## AERIAL LOCATION MAP CASE: V-27-2021

### Subject Property

South of and adjacent to Mandarin Drive NE, in the vicinity east of Clearmont Street NE, specifically at 921 Mandarin Drive NE



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



## FUTURE LAND USE MAP

**CASE: V-27-2021**

### Subject Property

South of and adjacent to Mandarin Drive NE, in the vicinity east of Clearmont Street NE, specifically at 921 Mandarin Drive NE

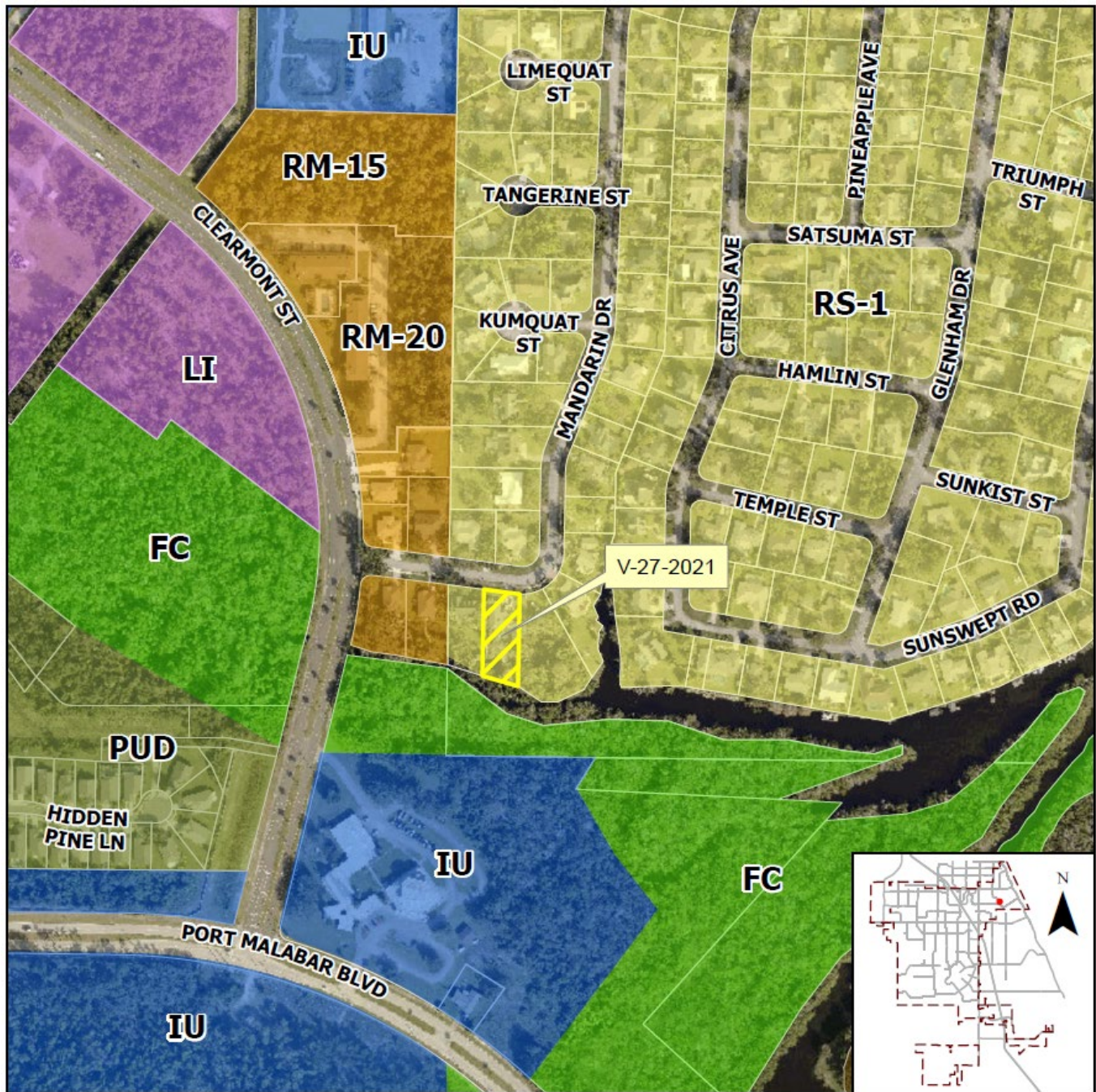
### Future Land Use Classification

SFR – Single Family Residential Use





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



## ZONING MAP

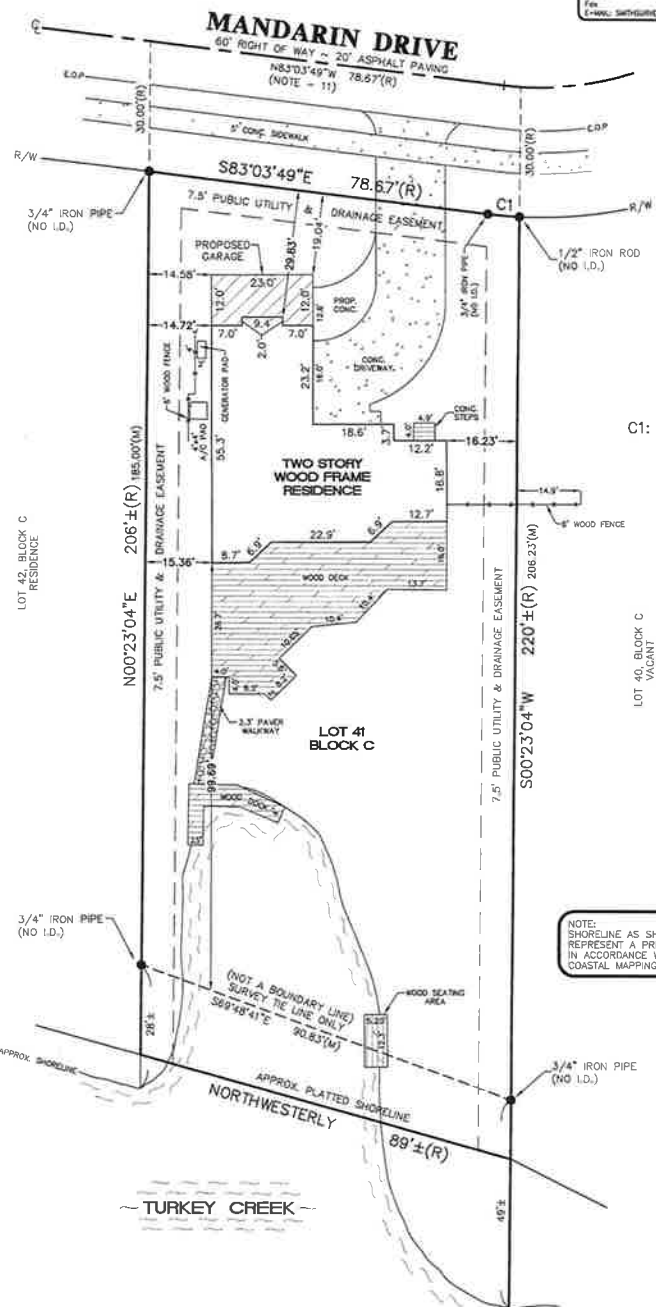
## CASE: V-27-2021

### Subject Property

South of and adjacent to Mandarin Drive NE, in the vicinity east of Clearmont Street NE, specifically at 921 Mandarin Drive NE

### Current Zoning Classification

RS-1 – Single-Family Residential District



CURVE DATA:  
C1: R=100.00' D=4°11'59" A=7.33'



SCALE IN FEET  
1 INCH = 20 FEET



VICINITY MAP  
SCALE: NOT-TO-SCALE

PROPERTY ADDRESS: 921 MANDARINE DRIVE NE  
PALM BAY, FLORIDA 32905

ACCORDING TO MAP NO. 12009C0613 G, DATED MARCH 17, 2014, THIS PROPERTY LIES IN FLOOD ZONES "X" AND "AE", WITH A BASE FLOOD ELEVATION OF 9.0 FEET N.A.V.D. 1988.

CERTIFIED TO: THOMAS CAPRITTA; MICHELE CAPRITTA

THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP  
© COPYRIGHT 2021 SMITH & ASSOCIATES SURVEYING AND MAPPING  
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SE-  
A FLORIDA LICENSED SURVEYOR AND MAPPER.

**SURVEYORS NOTES:**

- LAND SHOWN HEREIN WERE NOT INVESTIGATED FOR ADDITIONAL DEEP, HIGH-OR-LOW  
WATER LEVELS. THEREFORE, THE DEPTH OF ANY OF THE SHOWN DEPRESSIONS  
SHOULD BE DETERMINED AND CONFIRMED BY STAKING THROUGH APPROPRIATE TITLE VERIFICATION  
AND SURVEYING.
5. ELEVATIONS ARE NOT TO BE RELIED UPON FOR SLOPE PURPOSES.
6. ALL WATER RIGHTS ARE TO BE DETERMINED BY THE APPLICANT AND ARE TO BE  
WITH THE STANDARDS OF THE UNITED STATES (CHAPTER 541F.001-001(1)(F), I.A.C.).
7. THE SURVEYING DATA (PLAN 541F.001-001(1)(F)) THIS SURVEY IS BASED ON A  
CLOSED TRAILER.
8. THE SURVEYING DATA (PLAN 541F.001-001(1)(F)) THIS SURVEY IS BASED ON A  
CLOSED TRAILER.
9. ONLY ONE AND AUTOMATIC SURVEYING OF THE LOCATION OF FENCES AND OTHER IMPROVEMENTS  
SHOULD BE DETERMINED BY THE APPLICANT AND ARE TO BE WITH THE STANDARDS OF THE  
UNITED STATES (CHAPTER 541F.001-001(1)(F), I.A.C.).
10. THE SURVEYING DATA (PLAN 541F.001-001(1)(F)) THIS SURVEY IS BASED ON A  
CLOSED TRAILER.
11. LEGAL DESCRIPTION AS SHOWN AND PROVIDED BY CLIENT.
12. ELEVATIONS ARE NOT TO BE RELIED UPON FOR SLOPE PURPOSES.
13. ELEVATIONS BASED ON NATIONAL GEODETIC SURVEY DATA OF 1928 (FANNING B.M. N/A).
14. ELEVATIONS BASED ON NATIONAL GEODETIC SURVEY DATA OF 1928 (FANNING B.M. N/A).
15. BEARINGS BASED ON SURVEYING OF WILSONS DUNE ROAD (SOUTH 88° 00' 00" E 100.00 FT).
16. PLAT PLANS ARE NOT TO BE USED FOR CONSTRUCTION RELATED PURPOSES.
17. THE SURVEYING DATA (PLAN 541F.001-001(1)(F)) THIS SURVEY IS BASED ON A  
CLOSED TRAILER.
18. SPECTIC TANKS AND WELLS IF SHOWN ARE APPROXIMATE LOCATIONS AND SHOULD BE  
VERIFIED BY CONTROLLER FOR CORRECT POSITION AND DEPTH.
19. THE SURVEYING DATA (PLAN 541F.001-001(1)(F)) THIS SURVEY IS BASED ON A  
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CLOSED TRAILER.
87. THE SURVEYING DATA (PLAN 5

LEGEND:

- [illegible]

LOT 41, BLOCK C,

AS RECORDED IN PLAT BOOK 25, PAGE 111, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA

[illegible]

BOUNDARY SURVEY/PILOT PLAN  
DRAWN BY: A. TEJADA

SCALE: 1" = 20'

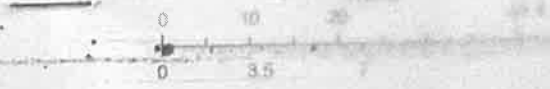
STATE OF ALABAMA

PROFESSIONAL SURVEYOR & MAPPER IN RESPONSIBLE CHARGE  
KEVIN A. SMITH - FLORIDA CERTIFICATE NO. 4852





Dan...  
Broward County Property Appraiser



All BCPAO maps and/or map applications are maintained for assessment and illustrative purposes only and do not represent surveys, plats, or any other...  
are for assessment and illustrative purposes only and do not necessarily reflect real-world conditions. Due to the nature of the...  
align and may not represent precise location, shape, and/or legal boundaries. Only a Florida...  
Map created March 28, 2011. (Map data taken from...)



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

## VARIANCE APPLICATION

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

**PARCEL ID** 28 372 606 C 41

**TAX ACCOUNT NUMBER** 2835089

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

Lot 41, Block C, Turkey Creek, as recorded in plat book 25 Pgs 111 + 112, Brevard County, FL

**STREET ADDRESS OF PROPERTY COVERED BY APPLICATION:**

921 Mandarin Dr NE

**SIZE OF AREA COVERED BY THIS APPLICATION (calculate acreage):** .41

**EXISTING ZONING CLASSIFICATION OF PROPERTY (ex.: RS-2, CC, etc.)** RS-1

**ARE THERE ANY STRUCTURES ON THE PROPERTY NOW?** ☒ YES ☐ NO

**HAS A VARIANCE APPLICATION PREVIOUSLY BEEN FILED FOR THIS PROPERTY?**  
☐ YES ☒ NO

**IF SO, STATE THE NATURE OF THE PREVIOUS APPLICATION, WHETHER THE REQUEST WAS APPROVED OR DENIED, AND DATE OF ACTION:**

DESCRIBE THE EXTENT OF THE VARIANCE REQUESTED AND THE INTENDED USE OF THE PROPERTY IF THE VARIANCE IS GRANTED (SPECIFY NUMBER OF INCHES/FEET ENCROACHING INTO SPECIFIC REQUIRED YARD SETBACK OR HEIGHT RESTRICTIONS):

Extend  $\approx 3$  ft at one end and  $\approx 6$  ft at east end.  
into property right of way for 23 ft wide. To  
extend garage 12 feet.

CITE THE APPLICABLE SECTION(S) OF THE ZONING ORDINANCE AND ITS REQUIREMENT FROM WHICH VARIANCE IS REQUESTED (ex.: 185.034(f)(7)):

185.033(F)(7)(a) - 64

GIVE WRITTEN EXPLANATION(S) DEMONSTRATING HOW THE VARIANCE MEETS THE FOLLOWING CONDITIONS PER SECTION 169.009:

- (a) That special conditions and circumstances exist which are peculiar to the land, structures or buildings involved and which are not applicable to other lands, structures or buildings in the same land use category, zoning district, or situation.
- (b) That special conditions and circumstances referred to above do not result from the actions of the applicant.
- (c) That literal interpretation and enforcement of the development code regulations would deprive the applicant of rights commonly enjoyed by other properties in the same land use category, zoning district, or situation under the terms of the development code, and would work unnecessary and undue hardship on the applicant.
- (d) That if granted, the variance is the minimum variance necessary to make possible the reasonable use of the land, building or structure.
- (e) That granting the variance requested will not confer on the applicant any special privilege that is denied by the development code to other lands, buildings, or structures in the same land use category, zoning district, or situation.
- (f) That granting the requested variance will be in harmony with the general intent and purpose of this code and will not be injurious to the surrounding properties or detrimental to the public welfare.

- a) Like to have a third stall garage for classic car storage.
- c) Third garage will blend with existing home & match perfectly.
- e) No special privileges
- f) Home blends perfectly with the neighborhood and will not be obtrusive.



**EVIDENCE MUST BE PROVIDED TO CONSIDER VARIANCES BASED ON THE FOLLOWING CLAIMS:**

- ☐ **BERT J. HARRIS PRIVATE PROPERTY RIGHTS PROTECTION ACT**, Chapter 95-181, Laws of Florida. Provide a copy of one of the following:
- ☐ Special master appointed in accordance with the act.
  - ☐ Court order as described in the act.
- ☐ **AMERICANS WITH DISABILITIES ACT**. Cite the section of the act from which the variance request will provide relief: \_\_\_\_\_

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

- ☐ \*\$350.00 Application Fee. Make Check payable to "City of Palm Bay."
- ☒ List of legal descriptions of all properties within a 500-foot radius of the boundaries of the property covered by this application, together with the names and mailing addresses (including zip codes) of all respective property owners within the above referenced area. (This should be obtained for a fee from the Brevard County Planning and Zoning Department at (321) 633-2060.)
- ☒ A site plan drawn to scale which shows all property and yard dimensions, its structures (if any) and the variance desired, including abutting highway or road boundaries. The site plan shall also be provided on Memory Drive.
- ☐ Site plan data may be shown on a copy of the survey and must also be provided on Memory Drive.
- ☒ A survey prepared by a registered surveyor showing all property lines and structures. The survey shall also be provided on Memory Drive.
- ☐ Sign(s) posted on the subject property. Refer to Section 51.07(C) of the Legislative Code for guideline.
- ☐ **Where the property owner is not the representative for the request, a LETTER must be attached giving the notarized consent of the property owner(s) to a representative.**

**Name of Representative** \_\_\_\_\_

CITY OF PALM BAY, FLORIDA  
VARIANCE APPLICATION  
PAGE 4 OF 4

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

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

Owner Signature Thomas A. Capritta / Michele M. Capritta Date 7/10/21

Printed Name Thomas A. Capritta / Michele M. Capritta

Full Address 921 Mandarin Dr NE, Palm Bay, FL 32905

Telephone 321-537-8968 Email tcapritta@gmail.com

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

Hi Michele

I am applying for a variance to extend the front of my house about 6 feet. I need your approval. I also think a 6 foot variance towards the road would be to your advantage if some one needed to apply for one later on. so I'm going to take a picture of the survey and Michele will bring it to the office. Is that ok?

Thanks so much,  
Tom and Michele Capritta

*I Approve Variance Request*

*MARK URBAN*  
*941 MANDARIN*

*4-30-2021*



*Owner of the east side lot.*



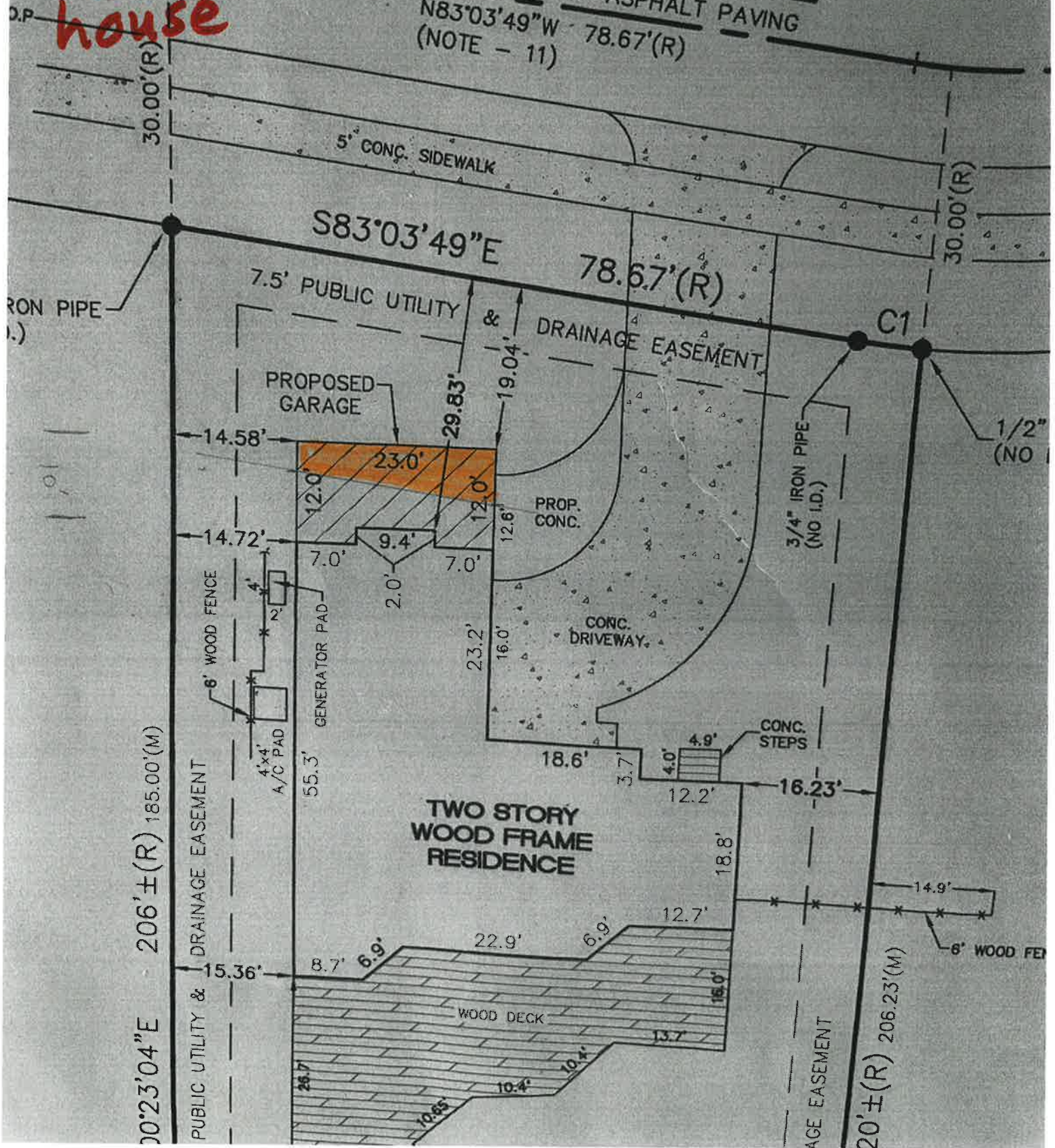
Owner  
on the  
west  
side  
house

I approve of the variance as noted in this plan.

\* Maurica Rugh, 4/29/21  
Resident @ 901 Mandarin Drive NE

# MANDARIN DRIVE

60' RIGHT OF WAY ~ 20' ASPHALT PAVING  
N83°03'49"W 78.67'(R)  
(NOTE - 11)



# **CORRESPONDENCE**



# **Turkey Creek Homeowners Association**

P.O. Box 060762 Palm Bay, Florida 32906-0762

May 5, 2021

To Tom Capritta  
From TCCTHA Board

Mr. Capritta,

Your variance request of  
6 feet within the front  
building setback has  
been approved by unanimous  
vote of the Board members

Henry Mann  
President







# **Turkey Creek Homeowners Association**

P.O. Box 060762 Palm Bay, Florida 32906-0762

May 5, 2021

To Laurence Bradley  
Re Variance Request

Mr. Bradley,

The HOA Board of Directors  
has approved the Capritta  
variance request as shown  
on the attached sketch,  
highlighted in orange.

Henry Morin  
Henry Morin  
President



12-555  
make front

N83°03'49"W 78.67'(R)  
(NOTE - 11)

20' ASPHALT PAVING

30.00'(R)

30.00'(R)

S83°03'49"E

78.67'(R)

7.5' PUBLIC UTILITY

DRAINAGE EASEMENT

C1

PROPOSED GARAGE

14.58'

23.0'

14.72'

7.0'

9.4'

7.0'

6' WOOD FENCE

GENERATOR PAD

4'x4' A/C PAD

55.3'

PROP. CONC.

CONC. DRIVEWAY

3/4" IRON PIPE (NO I.D.)

CONC. STEPS

18.6'

3.7'

4.0'

12.2'

16.23'

TWO STORY WOOD FRAME RESIDENCE

18.8'

10°23'04"E 206'±(R) 185.00'(M)

PUBLIC UTILITY & DRAINAGE EASEMENT

15.36'

8.7'

6.9'

22.9'

6.9'

12.7'

WOOD DECK

16.0'

13.7'

26.7'

10.65'

10.4'

10.4'

RAINAGE EASEMENT

220'±(R) 206.23'(M)

14.9'

6'



## LEGISLATIVE MEMORANDUM

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

**FROM:** Suzanne Sherman, City Manager

**THRU:** Valentino Perez, Chief Building Official, Brian Robinson, IT Director, Juliet Misconi, CPO

**DATE:** 8/19/2021

**RE:** Miscellaneous: 'Cooperative Purchase', Intuitive Municipal Solutions (iMS) software application (Omnia Partner contract) - Information Technology Department (Software House International, Inc. - \$556,173).

On May 3, 2018, City Council authorized staff to negotiate and enter into an agreement with Superior LLC (now Central Square) for TrakIt Land Management software for \$518,960, paid out of the Building Fund. After three years of challenges working with the company to launch the program, including go-live dates that could not be achieved, the City continued to have multiple ongoing issues with the program, perhaps the most significant being related to recurring changes to back-end portions of the software by the company that either caused data issues or caused previous programming changes to no longer work as intended. City staff worked in conjunction with the City Attorney's Office to review the City's agreements related to the software, and formally terminated the agreement with cause in March 2021. Unfortunately, the documents associated with this product were determined to be insufficient to allow the City to recover any funding, as payments were not tied to deliverables. In an effort to move forward with the implementation of software for land development functions, including e-permitting, City staff conducted significant research, including review of at least 12 other cities, to determine what programs they were using and what their experiences were with those applications. As a result of this research over many months, staff identified iMS as a recommended application with proven and consistent performance and reliability.

Intuitive Municipal Solutions, LLC was founded in 2016 to address the growing need for Community Development Software that is innovative, scalable, customizable, secure, and easy to use. iMS staff has over 20 years of industry experience with extensive knowledge in Community Development Software project management, data conversion, programming, report writing and system enhancements.

The iMS application suite will upgrade the City's Building and Public Works Permit, Business Tax Receipts, Code Compliance, and Land Development applications. These modules provide a convenient portal for submitting online permit and zoning applications to better serve residential and commercial customers. The seamless centralized platform will boost Interdepartmental collaboration and enhance review capabilities, while increasing workflow efficiencies.

The Omnia Partners contract was approved by City Council on 10/3/2019, as part of a list of cooperative and other agency contracts the City utilizes for ongoing needs. Software House International, Inc. (SHI) is the awarded provider for Omnia (formerly National IPA) continuing cooperative contract for Information Technology Solutions & Services, contract #2018011, solicited for National IPA by the City of Mesa, Arizona. The contract has discounts off list price for various categories of IT commodities and services and expires February 28,

2023. The contract permits the vendor to offer discounts above and beyond the contract discount, which SHI, Inc. is offering for this quote.

The iMS contract/agreement documents include language to protect the City's investment, in part by providing a payment schedule broken down into four payments of 25% each, all tied to specific deliverables (pay as you go) before payment is made.

In accordance with the City's Code of Ordinance, Section 38.12(F)(4) Cooperative Purchases: The City may purchase from any cooperative contract, including but not limited to: term contracts by the State of Florida, Federal General Services Administration, and other governmental cooperatives and entities within and outside the State of Florida, provided that the cooperative contract is established in compliance with the procurement procedures and requirements of the issuing body, entity, authority, or cooperative. If such other governmental or cooperative contract is utilized, the public notice requirements and the need to utilize the methods of selection processes included in this Ordinance are obviated. The ability to utilize cooperative contracts shall not be restricted by nonparticipation in the estimated quantities of the City's needs, nor inaccurate estimates of usage by the City prior to award of the cooperative contract. The City may utilize (piggyback) a contract entered by another governmental or public entity and a provider of supplies or services required by the City, if the Chief Procurement Officer determines that it is practicable and advantageous for the City to employ this method of purchase, and such contracts specify that they are cooperative procurements at the time of solicitation. Any such contracts equal to or greater than \$100,000 shall require City Council approval.

Staff is requesting to utilize the Omnia Partners Contract #: 2018011-02, which expires February 28, 2023, to purchase the iMS application. The total cost for iMS is \$556,173. As portions of the software will be used for General Fund purposes, \$333,525 is requested from Building Fund undesignated fund balance, and \$222,648 is requested from General Fund undesignated fund balance.

**REQUESTING DEPARTMENT:**

Growth Management, Finance, Procurement, Information Technology, Building Department

**FISCAL IMPACT:**

The estimated FY 21 expenditure is \$556,173.

Building Undesignated Fund Balance Acct# 451-0000-392-3006 (\$333,525) General Fund Undesignated Fund Acct# 001-0000-392-1001 (\$222,648)

**RECOMMENDATION:**

Motion to approve a budget amendment allocating \$556,173 to purchase the iMS application and the use of the Omnia Partner contract#: 2018011-2.

**ATTACHMENTS:**

**Description**

iMS SHI Quote 20582977

iMS Palm Bay Annual Agreement Cloud 2021\_07\_12B

iMS Palm Bay License And Implementation Agreement 2021\_07\_12B





Pricing Proposal  
Quotation #: 20582977  
Created On: 6/8/2021  
Valid Until: 8/31/2021

## CITY OF PALM BAY

### Brian Robinson

120 MALABAR RD. SE  
ATTN: ACCOUNTS PAYABLE  
PALM BAY, FL 32907  
United States  
Phone: 321-952-3400  
Fax:  
Email: Brian.Robinson@palmbayflorida.org

## Inside Account Manager

### Julian Paredes

290 Davidson Avenue  
Somerset, NJ 08873  
Phone: 800-543-0432  
Fax: 732-868-6055  
Email: Julian\_Paredes@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Retail	Your Price	Total
1 Implementation Cost Intuitive Municipal Solutions - Part#: NPN-INTUI-IMPCO Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$305,156.25	\$292,950.00	\$292,950.00
2 Hosted in the Cloud - Perpetual Software License Intuitive Municipal Solutions - Part#: NPN-INTUI-CLOUD Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$196,875.00	\$188,015.62	\$188,015.62
3 Hosting / Support / Maintenance - Annual Intuitive Municipal Solutions - Part#: NPN-INTUI-HOSTSM Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$78,750.00	\$75,206.25	\$75,206.25
4 SHI PM Intuitive Municipal Solutions - Part#: 0313 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$0.00	\$0.00	\$0.00
			Total	\$556,171.87

## Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

### Implementation

#### Services Included:

- System Installation
- Project Management
- On-Site Meetings
- Software Configuration
- Documents and Reports
- Data Migration
- Interfaces

- Training
- Travel Cost (Flights/Lodging/Meals, etc.)

#### Implementation Payment Schedule

- 25% Contract Signing
- 25% Phase 1 Post-Submittal Workflow Meetings
- 25% Phase 1 End User Training
- 25% Phase 2 End User Training

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Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

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*The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.*

## **Hosting, Technical Support, and Maintenance Agreement**

**THIS HOSTING, TECHNICAL SUPPORT, AND MAINTENANCE AGREEMENT** (the "Agreement")

**BETWEEN:**

Intuitive Municipal Solutions, LLC of 600 La Terraza Blvd, Escondido, CA 92025  
(the "Vendor")

**OF THE FIRST PART**

- AND -

The City of Palm Bay, Florida of 120 Malabar Road, Palm Bay, FL 32907  
(the "Client")

**OF THE SECOND PART**

### **BACKGROUND:**

The Vendor wishes to host, support, and maintain computer software to the Client and the Client wishes to purchase the hosting, technical support, and maintenance under the terms and conditions stated below.

**IN CONSIDERATION OF** the provisions contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

### **Hosting, Technical Support, and Maintenance**

1. Beginning on Acceptance, and for a period of One Year:
  - a. The Client will be entitled to hosting services in Microsoft Azure at no additional cost. The Vendor will provide both a Production and Test environment that include necessary software licenses and capacity to accommodate the Client's needs under this Agreement.
  - b. The Client will be entitled to maintenance, upgrades, and backups of the hosted environments at no additional cost.
  - c. The Client will be entitled to unlimited technical support during iMS business hours (7:30 AM to 5:30 PM Pacific, Monday through Friday) at no additional cost. A contact number will be provided for critical issues outside of business hours. Support is provided via email, or phone. Phone support includes screen sharing when required.
  - d. The Client will be entitled to regular software updates at no additional cost.

- e. The Client will be notified via email when an update becomes available at no additional cost. If the Client elects not to upgrade they will not be able to take advantage of features and fixes added in that update.
- f. The Client will be entitled to up to Four (4) refreshes per year of the test environment from production at no additional cost.
- g. The Client is also entitled to licensing costs for major upgrades that require services at no additional cost. In these cases, covered clients only incur the cost of the services required. An example of a major upgrade would be a change in the development platform or re-write of the program based on newly-available programming tools. Such upgrades would be very infrequent but could require implementation services and training to successfully migrate.

### **Hosting, Technical Support, and Maintenance Fee**

- 2. The annual fee for Hosting, Technical Support, and Maintenance is identified in "Licensing, Implementation, Maintenance, and Support Cost Proposal and Estimated Timeline" (the "Scope of Work"), due within 30 days of agreement execution.

### **Hosting, Technical Support, and Maintenance Automatic Extension**

- 3. The annual fee for Hosting, Technical Support, and Maintenance in subsequent years will receive a 2% increase from the preceding year, and is due within 30 days of the Acceptance date anniversary:

Any gap in payment of the Hosting, Technical Support, and Maintenance fees will terminate this Automatic Extension clause and all Hosting, Technical Support, and Maintenance benefits will immediately cease.

### **Data Access**

- 4. Client data will be used only to provide Client with the defined services and for purposes compatible with providing those services. Vendor will not use Client data or derived information for any commercial purposes. Client retains all rights, titles, and interests in and to their data, and Vendor acquires no rights to Client data other than the rights granted to provide the service. Vendor will not disclose Client data except as directed by the Client or as required by law.

### **Data Rights Retention**

- 5. Client will have the ability to request a Client database backup and copy of Client files at any time during the term of service. In the event of expiration or termination of service, Vendor will make Client data (database backup and attached files) available to download for a period of 90 days after expiration or termination of service. At the end of the 90-day retention period, Vendor will delete Client data. Client is solely responsible for the retention or extraction of software provided by Client. Vendor has no liability for the deletion of data as described in this section.

### **Acceptance**

- 6. All terms, conditions and obligations of this Agreement will be deemed to be accepted by the Client ("Acceptance") upon the execution and delivery hereof by each of the parties hereto of this agreement and an accepted purchase order, but in no event later than August 31, 2021.

## **Termination**

7. This Agreement will be terminated, the License forfeited, and all benefits will cease where the Client has failed to comply with any of the terms of this Agreement or is in breach of this Agreement.

## **Force Majeure**

8. The Vendor will be free of liability to the Client where the Vendor is prevented from executing its obligations under this Agreement in whole or in part due to Force Majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where the Vendor has taken any and all appropriate action to mitigate such an event.

## **Governing Law**

9. The Parties to this Agreement submit to the jurisdiction of the courts of the State of Florida for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement. This Agreement will be enforced or construed according to the laws of the State of Florida and venue is agreed to be in Brevard County, Florida.

## **Miscellaneous**

10. This Agreement can only be modified in writing signed by both the Vendor and the Client.
11. This Agreement does not create or imply any relationship in agency or partnership between the Vendor and the Client.
12. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.
13. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.
14. This Agreement contains the entire agreement between the parties. All understandings have been included in this Agreement. Representations which may have been made by any party to this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties.
15. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Vendor's successors and assigns.



## **Notices**

16. All notices to the parties under this Agreement are to be provided at the following addresses, or at such addresses as may be later provided in writing:

Intuitive Municipal Solutions, LLC: 600 La Terraza Blvd, Escondido, CA 92025

City of Palm Bay, Florida: 120 Malabar Road, Palm Bay, FL 32907

## **Signatures**

The individuals signing below represent that they have the authority to sign this Agreement.

**City of Palm Bay, Florida**

**City of Palm Bay, Florida**

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

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

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

**Intuitive Municipal Solutions, LLC**

\_\_\_\_\_  
Vance Bradshaw, President

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

## **Software License and Implementation Agreement**

**THIS SOFTWARE LICENSE AND IMPLEMENTATION AGREEMENT** (the "Agreement")

**BETWEEN:**

Intuitive Municipal Solutions, LLC of 600 La Terraza Blvd, Escondido, CA 92025  
(the "Vendor")

**OF THE FIRST PART**

- AND -

The City of Palm Bay, Florida of 120 Malabar Road, Palm Bay, FL 32907  
(the "Licensee")

**OF THE SECOND PART**

### **BACKGROUND:**

The Vendor wishes to license and implement the Vendor's computer software for the Licensee and the Licensee desires to purchase the software license and implementation under the terms and conditions stated below.

**IN CONSIDERATION OF** the provisions contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

#### **Software License**

1. Under this Agreement the Vendor grants to the Licensee a perpetual, non-exclusive and non-transferable license (the "License") to use the Intuitive Municipal Solutions Software Suite (the "Software").
2. "Software" includes the executable computer programs and any related printed, electronic and online documentation and any other files that may accompany the product.
3. Title, copyright, intellectual property rights and distribution rights of the Software remain exclusively with the Vendor. Intellectual property rights include the look and feel of the Software. This Agreement constitutes a license for use only and is not in any way a transfer of ownership rights to the Software.
4. The rights and obligations of this Agreement are personal rights granted to the Licensee only. The Licensee may not transfer or assign any of the rights or obligations granted under this Agreement to any other person or legal entity.

5. The Software may not be modified, reverse-engineered, or de-compiled in any manner through current or future available technologies.
6. Failure to comply with any of the terms under the Software License section will be considered a material breach of this Agreement.

### **Limitation of Liability**

7. The Software is provided by the Vendor and accepted by the Licensee "as is". Liability of the Vendor will be limited to a maximum of the original purchase price of the Software. The Vendor will not be liable for any general, special, incidental or consequential damages including, but not limited to, loss of production, loss of profits, loss of revenue, loss of data, or any other business or economic disadvantage suffered by the Licensee arising out of the use or failure to use the Software.
8. The Vendor makes no warranty expressed or implied regarding the fitness of the Software for a particular purpose or that the Software will be suitable or appropriate for the specific requirements of the Licensee.
9. The Vendor does not warrant that use of the Software will be uninterrupted or error-free. The Licensee accepts that software in general is prone to bugs and flaws within an acceptable level as determined in the industry.

### **Warrants and Representations**

10. The Vendor warrants and represents that it is the copyright holder of the Software. The Vendor warrants and represents that granting the license to use this Software is not in violation of any other agreement, copyright or applicable statute.

### **Implementation Services**

11. Under this Agreement the Vendor shall perform the services identified in Exhibit A ("Scope of Work and Payment Schedule").
12. Implementation of the Software is limited to the following functional areas of the Licensee:
  - a. Building
  - b. Land Development
  - c. Code Compliance
  - d. Business License (BTR)
  - e. Public Works (Driveway and Lot Drainage Permits)
13. Implementation of the Software is limited to the following features and/or applications:
  - a. iMSPermits
  - b. iMSApprovals
  - c. iMSEnforce
  - d. iMSLicenses / iMSRenewals

- e. iMSPros
- f. iMSLocations
  
- g. Citizen Login
- h. Pro Login
- i. Anonymous Login
- j. Offline Inspection Results

### **Payment Schedule**

14. The payment schedule will be as described in in Exhibit A ("Scope of Work and Payment Schedule").

### **Acceptance**

15. All terms, conditions and obligations of this Agreement will be deemed to be accepted by the Licensee ("Acceptance") upon the execution and delivery hereof by each of the parties hereto of this agreement and an accepted purchase order, but in no event later than August 31, 2021.

### **Termination**

16. This Agreement will be terminated, the License forfeited, and all benefits will cease where the Licensee has failed to comply with any of the terms of this Agreement or is in breach of this Agreement.

### **Payment on Termination**

17. If this Agreement is terminated, the Licensee shall pay the Vendor for all services rendered up to the date of termination.

### **Force Majeure**

18. The Vendor will be free of liability to the Licensee where the Vendor is prevented from executing its obligations under this Agreement in whole or in part due to Force Majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where the Vendor has taken any and all appropriate action to mitigate such an event.

## **Governing Law**

19. The Parties to this Agreement submit to the jurisdiction of the courts of the State of Florida for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement. This Agreement will be enforced or construed according to the laws of the State of Florida and venue is agreed to be in Brevard County, Florida..

## **Miscellaneous**

20. This Agreement can only be modified in writing signed by both the Vendor and the Licensee.
21. This Agreement does not create or imply any relationship in agency or partnership between the Vendor and the Licensee.
22. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.
23. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.
24. This Agreement contains the entire agreement between the parties. All understandings have been included in this Agreement. Representations which may have been made by any party to this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties.
25. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Vendor's successors and assigns.

## **Notices**

26. All notices to the parties under this Agreement are to be provided at the following addresses, or at such addresses as may be later provided in writing:
- Intuitive Municipal Solutions, LLC: 600 La Terraza Blvd, Escondido, CA 92025
- City of Palm Bay, Florida: 120 Malabar Road, Palm Bay, FL 32907

## **Signatures**

The individuals signing below represent that they have the authority to sign this Agreement.

**City of Palm Bay, Florida**

**City of Palm Bay, Florida**

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

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

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*Title*

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*Title*

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*Signature*

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*Signature*

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*Date*

\_\_\_\_\_  
*Date*

**Intuitive Municipal Solutions, LLC**

\_\_\_\_\_  
Vance Bradshaw, President

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

## **Software License and Implementation Agreement**

### **EXHIBIT A**

#### **SCOPE OF WORK AND PAYMENT SCHEDULE**

<b>On Site Meetings</b>	<b>Phase 1</b>	<b>Phase 2</b>	<b>Total</b>
Process Review and Application Meetings	2 Days	3 Days	<b>5 Days</b>
Initial Delivery of Application Workflows	1 Day	3 Days	<b>4 Days</b>
Post-Submittal Workflow Meetings	2 Days	3 Days	<b>5 Days</b>
End User Training	2 Days	3 Days	<b>5 Days</b>
Go-Live Support	2 Days	2 Days	<b>4 Days</b>

**NOTE: Meetings held remotely if on-site not possible due to health concerns**

#### **Administrator Training**

Held Remotely 1.5 Days

<b>Output Document Format</b>	<b>Number Included</b>
-------------------------------	------------------------

Word Templates:	up to 30
SSRS docs/reports:	up to 24

#### **Interfaces**

Only iMS costs are included in this estimate.

No software, licenses, or services from integration partners are included.

#### **Electronic Payment Integration**

Automated Merchant Systems (AMS) integration

#### **Selectron Technologies, Inc**

License of iMS API for reading, writing, and creating inspections

#### **GIS Integration**

ESRI Integration to <https://> Map Service Basemap and Parcel Layer

#### **Finance Integration**

Automated export of transactions received previous day to HTE

#### **Electronic Plan Review Software Integration**

iMS integration to Bluebeam Studio Prime

*Please note that use of this integration requires licensing that the City may not otherwise have. If not available, PDF documents can be exchanged via standard iMS methods.*

#### **Document Imaging Integration**

Laserfiche integration via URL (system passes permit number, etc.)

Includes nightly export of documents for FTP retrieval if desired

## **Data Migration**

### **Community Development (HTE)**

Migration of Permits, Land Development Records, Code Cases, BTR Records, Contractors, and Parcels from existing system.

### **Assessor (Parcel and Ownership)**

Initial Migration and ongoing update routine for refreshing iMSLocations

## **Services Included**

- System Installation
- Project Management
- On-Site Meetings
- Software Configuration
- Documents and Reports
- Data Migration
- Interfaces
- Training
- Travel Cost (Flights/Lodging/Meals, etc.)

## **License and Implementation Payment Schedule**

- 25% Contract Signing
- 25% Phase 1 Post-Submittal Workflow Meetings
- 25% Phase 1 End User Training
- 25% Phase 2 End User Training



# Intuitive Municipal Solutions

## Estimated Project Timeline

Our estimated project timeline provides a high-level overview of the work plan. The iMS Client Success Management team will handle software demonstrations, on-site training, and all the City's specific system configuration that needs to occur. The iMS team will work closely with the City of Palm Bay to directly manage the project and its timeline and complete data migration. The following estimated schedule is provided to demonstrate a typical timeline for a successful project of this scope, and has been optimized to achieve the soonest possible go-live for Building.

### Phase 1 – Building

Week(s)	Task(s)
0	(Team) REMOTE Agreement executed and project begins
1	(iMS) Install Server
2	(City) Upload GIS tabular data to be imported (City) Provide GIS URLs and credentials (City) Upload relevant HTE files
2	(Team) REMOTE iMS Introductory Webinar with SMEs
4	(Team) ON-SITE (2 days) Process Review and Application Workflow Configuration Meetings
5	(City) Prepare follow-up items from Process Review and Configuration Meetings (iMS) Begin Integration
6	(City) Provide all follow-up items
7-10	(iMS) Configure Applications (iMS) Create Data Migration (iMS) Create Documents
11	(City) Upload updated data sources (iMS) REMOTE install configured system
12	(Team) ON-SITE (1 day) Initial Delivery of Application Workflows
13-14	(City) Begin thoroughly testing <u>Applications</u> , <u>Data Migration</u> , <u>Interfaces</u> and <u>Documents</u>
15	(City) Provide list of any <u>Application</u> , <u>Interfaces</u> and <u>Data Migration</u> changes (iMS) REMOTE install <u>Reports</u>
16	(iMS) REMOTE Make Changes to <u>Applications</u> , <u>Data Migration</u> , and <u>Interfaces</u> (City) Thoroughly test <u>Documents</u> and <u>Reports</u>
17	(iMS) REMOTE Updated <u>Applications</u> , <u>Data Migration</u> , and <u>Interfaces</u> provided (City) Provide list of any <u>Document</u> and <u>Report</u> changes
18	(Team) ON-SITE (2 days) Post-Submittal Workflow meetings
19-22	(iMS) REMOTE configure <u>Workflows</u>

<span style="color: blue;">■</span>	iMS Tasks
<span style="color: brown;">■</span>	City of Palm Bay
<span style="color: black;">■</span>	Team Tasks

## Phase 1 – Building

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Week(s)	Task(s)
	(City) Final testing for <u>Applications, Interfaces, Data Migration, Documents and Reports</u>
23	(iMS) REMOTE deliver revised <u>Workflows</u> (City) Provide final issues for <u>Applications, Interfaces, Data Migration, Documents and Reports</u>
24-25	(City) Testing of <u>Workflows</u> (iMS) REMOTE make final changes to <u>Applications, Interfaces, Data Migration, Documents and Reports</u>
26	(iMS) REMOTE deliver final <u>Applications, Interfaces, Data Migration, Documents and Reports</u> (City) Provide final list of <u>any</u> changes needed prior to go-live
26	(iMS) REMOTE any final adjustments
26	(City) Upload updated data sources (iMS) REMOTE install finalized system
27	(Team) ON-SITE (2 days) End User Training
28	(Team) ON-SITE (2 days) Go Live Support

## Phase 2 – Land Development, Code Enforcement, Business License (BTR)

Week(s)	Task(s)
0	(Team) REMOTE Phase 2 Begins
2	(City) Upload relevant HTE files
3	(Team) REMOTE iMS Introductory Webinar with SMEs
4	(Team) ON-SITE (3 days) Process Review and Application Workflow Configuration Meetings
5	(City) Prepare follow-up items from Process Review and Configuration Meetings (iMS) Begin Integration
6	(City) Provide all follow-up items
7-13	(iMS) Configure Applications (iMS) Create Data Migration (iMS) Create Documents
14	(City) Upload updated data sources (iMS) REMOTE install configured system
15	(Team) ON-SITE (3 days) Initial Delivery of Application Workflows
16-19	(City) Begin thoroughly testing <u>Applications</u> , <u>Data Migration</u> , <u>Interfaces</u> and <u>Documents</u>
20	(City) Provide list of any <u>Application</u> , <u>Interfaces</u> and <u>Data Migration</u> changes (iMS) REMOTE install <u>Reports</u>
21-23	(iMS) REMOTE Make Changes to <u>Applications</u> , <u>Data Migration</u> , and <u>Interfaces</u> (City) Thoroughly test <u>Documents</u> and <u>Reports</u>
24	(iMS) REMOTE Updated <u>Applications</u> , <u>Data Migration</u> , and <u>Interfaces</u> provided (City) Provide list of any <u>Document</u> and <u>Report</u> changes
25	(Team) ON-SITE (3 days) Post-Submittal Workflow meetings by department
27-30	(iMS) REMOTE configure <u>Workflows</u> (City) Final testing for <u>Applications</u> , <u>Interfaces</u> , <u>Data Migration</u> , <u>Documents</u> and <u>Reports</u>
31	(iMS) REMOTE deliver revised <u>Workflows</u> (City) Provide final issues for <u>Applications</u> , <u>Interfaces</u> , <u>Data Migration</u> , <u>Documents</u> and <u>Reports</u>
32-34	(City) Testing of <u>Workflows</u> (iMS) REMOTE make final changes to <u>Applications</u> , <u>Interfaces</u> , <u>Data Migration</u> , <u>Documents</u> and <u>Reports</u>
35	(iMS) REMOTE deliver final <u>Applications</u> , <u>Interfaces</u> , <u>Data Migration</u> , <u>Documents</u> and <u>Reports</u>

## Phase 2 – Land Development, Code Enforcement, Business License (BTR)

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Week(s)	Task(s)
	(City) Provide final list of <u>any</u> changes needed prior to go-live
36-37	(iMS) REMOTE any final adjustments
38	(City) Upload updated data sources (iMS) REMOTE install finalized system
39	(Team) ON-SITE (3 days) End User Training
40	(Team) ON-SITE (2 days) Go Live Support

### Schedule Note:

1. Any City Task items that are not completed on time will result in the remainder of the schedule being moved, and a potential cost increase.
2. Any changes to on-site days within two weeks will incur additional travel cost



## **LEGISLATIVE MEMORANDUM**

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

**FROM:** Terese Jones, City Clerk

**DATE:** 8/19/2021

**RE:** Committee/Council Reports

**Committee Reports:**

Space Coast Transportation Planning Organization  
Space Coast League of Cities  
Tourist Development Council

**Council Reports**

**REQUESTING DEPARTMENT:**

Legislative



## LEGISLATIVE MEMORANDUM

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

**FROM:** Suzanne Sherman, City Manager

**THRU:** Joan Junkala-Brown, Deputy City Manager; Charleena Cox, Human Resources Director

**DATE:** 8/19/2021

**RE:** Consideration of temporary benefits to City personnel for relief related to COVID-19 exposure.

During the period of March 2020 through the end of June 2021, the City had 154 positive COVID-19 cases among City personnel. Since mid-July, the City has seen a rapid increase in positive cases (41 new cases), some of which have adversely impacted City operations. Since the expiration of the federally mandated Families First Coronavirus Response Act (FFCRA), the Human Resources Department is witnessing personnel who have used up accrued leave time, and in some cases having to go into an unpaid status. Staff is recommending consideration of the following accommodations to provide continued relief to personnel impacted by COVID-19.

### COVID-19 Voluntary Vaccination Incentive

According to 31 CFR Part 35, Eligible Uses (b)(1)(xiii) and (xiv), and further supported by section 2.12 of the Interim Final Rule released by the U.S. Department of Treasury dated June 23, 2021, recipients may use American Rescue Plan Act (ARPA) funds to offer "incentives reasonable expected to increase the number of people who choose to get vaccinated or motivate people to get vaccinated sooner than they would otherwise." Staff is requesting Council consideration to provide a monetary incentive in the amount of \$300 to City personnel who can provide official proof that they have become fully vaccinated before October 31, 2021. Similarly, for City personnel who are already fully vaccinated, this benefit will be retroactive.

### COVID 19 Leave Bank for City Personnel

With the rise in cases due to the new variants and start of the school year, the City has witnessed a tremendous increase in the number of COVID-19 positive results reported by the City's employees, their family members, and childcare facilities (including schools). Whereas the FFCRA provided the City a mechanism to provide a leave bank of 80 hours, this federal program ended effective December 30, 2020; however, the City chose to extend these benefits through July 1, 2021. The City Manager's Office and the Human Resources Department are requesting Council's consideration to provide a similar leave bank to employees impacted by COVID-19. The leave bank can be funded one of two ways: 1) utilizing ARPA funds (see 31 CFR Part 35, Eligible Uses (b)(1)(xiii) and (xiv)), or 2) utilizing undesignated fund balance to provide paid leave, not to exceed 80 hours, to employees who meet the criteria set forth in the attached. During the start of the COVID-19 pandemic through July 1, 2021, the City provided Emergency Paid Sick Leave under FFCRA for eligible employees in the amount of \$380,367.21 (average hourly rate of \$19.80) and Expanded Family Medical Leave in the amount of

\$110,670.96 (average hourly rate of \$18.50). If approved, this benefit would be available effective immediately and retroactive to July 2, 2021 with an expiration of December 31, 2021 unless otherwise extended by City Council.

Teleworking for Extenuating Circumstances

Staff is requesting Council consideration to authorize City Manager and City Attorney to develop a Teleworking Policy for extenuating circumstances related to COVID-19. If approved, this policy will be added to the Human Resources Administrative Code G.25.2 (formerly Human Resources Administrative Code 1-31).

**REQUESTING DEPARTMENT:**

City Manager's Office, Human Resources

**FISCAL IMPACT:**

Funding is permitted under the American Rescue Plan Act using the assumed average hourly rate as provided above. Information on the impact for the prior FFCRA program is provided above

**RECOMMENDATION:**

Motion to authorize the City Manager to enact the temporary benefits to City personnel related to COVID-19 voluntary vaccination incentive program and a COVID-19 leave bank funded by the American Rescue Plan Act and implement a Teleworking Policy for special circumstances.

**ATTACHMENTS:**

**Description**

**COVID19 2.0 General Guidelines**

**COVID19 2.0 Emergency Paid Sick Leave**

**COVID19 2.0 Expanded Family Medical Leave**

**CITY OF PALM BAY COVID-19 2.0 GUIDELINES for EMERGENCY PAID SICK  
LEAVE AND EXPANDED FAMILY AND MEDICAL LEAVE**

**Applicability:** All City of Palm Bay Employees

**Effective Date:** July 2, 2021 - TBD

**Authorization:** Pending City Council Approval

**Guidance:**

- \* Centers for Disease Control and Prevention
- \* Florida Department of Health
- \* Department of Labor

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**I. COVID-19 RELATED EMERGENCY PAID SICK LEAVE ACT (EPSLA) AND EXPANDED FAMILY AND MEDICAL LEAVE ACT (EFMLA) POLICIES:**

The EPSLA was authorized by the Federal government with an effective date of April 1, 2020. However, the "City First COVID-19 2.0" plan is being proposed and will provide a greater benefit by paying all full and part time employees regardless of their ability to work.

The Expanded Family and Medical Leave Act (EFMLA) amended the Family and Medical Leave Act (FMLA) to create a new category of protected leave for employees who cannot work (or telework) due to the need to care for a son or daughter under 18 years of age if the child's school or place of care has been closed and a childcare provider is unavailable due to COVID-19.

On July 2, 2021, the EPSLA and EFMLA will be instituted as follows:

- A.** An employee is eligible for **up to 80 hours of City-paid sick leave** at their full rate of pay (not to exceed \$511 per day, or \$5,110 in total for the entire 10 day paid sick leave period), for the following scenarios:

- (1) The employee is subject to a Federal, State, or local quarantine or isolation order related to COVID-19.
- (2) The employee has been advised by a physician to self-quarantine due to concerns related to COVID-19.
- (3) The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis.

\*\*\*\*\*

- B.** An employee is entitled to **up to 80 hours of City-paid sick leave at 2/3 the employee's regular rate of pay** (not to exceed \$200 per day, or \$2,000 over the entire 80-hour period) when the employee is unable to **work or telework** because the employee is:

- (4) Caring for an individual who is subject to a Federal, State, or local quarantine or isolation order related to COVID-19 or an individual who has been advised by a health care provider to self-



quarantine.

\*\*\*\*\*

- C. An employee is entitled up to 12 weeks of paid sick leave and expanded family and medical leave at 2/3 the employee's regular rate of pay, for up to \$200 per day, or \$12,000 for the 12 weeks because the employee is:

- (5) Caring for his or her child whose school or place of care is closed (or childcare provider is unavailable) due to COVID-19 related reasons.

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## II. INSTRUCTIONS AND GUIDANCE:

- A. **EPSLA Requests:** For all scenarios (I.A, I.B, and I.C, above) provided for under the EPSLA, all employees will be required to complete the attached **EMERGENCY PAID SICK LEAVE ELECTION FORM** and return it with documentation supporting eligibility, to the Human Resources Department for processing. The employee should provide notice of their first need to use EPSL as soon as practicable and follow the City of Palm Bay's usual reporting procedures for absences.
- B. **EFMLA Requests:** In addition, all employees requesting time beyond the first two weeks for childcare (I.C, above), will also be required to complete the attached **EXPANDED FAMILY AND MEDICAL LEAVE ACT FORM** and return it with documentation supporting eligibility, to the Human Resources Department for processing. Human Resources will follow the same procedures (for processing leaves) as a regular FMLA requests.

Probationary employee are eligible to utilize this EFMLA leave once they have been employed for 30 calendar days.

The total amount of available leave time under the FMLA is unchanged by the emergency expansion (12 workweeks in a 12-month period). The FMLA expansion does not create a separate leave period for COVID 19-related leave. For employees who have already used their 12 workweeks of FMLA, the EFMLA will not provide a benefit unless the employee begins a new 12-month period prior to July 2, 2021. Employees must provide notice to the Human Resources Department (***after speaking to their Department Head***) as soon as possible when the need for leave is likely.

- C. **Supplement Accrued Leave:** for all scenarios with City-paid sick time at a 2/3 rate, employees may request to supplement the remaining 1/3 time with their accrued leave.
- D. **Part-time Employees:** are eligible for **EPSL** and will be provided paid leave proportionate to their hours normally worked.
- E. **Intermittent Leave:** employees are allowed to use intermittent leave at the approval of the Department Head.

- F. **No Carry Over or Cash-Out:** Unused EPSL does not carry over after [date to be determined]; and will not be cashed out at any time during employment or upon separation of employment.
- G. **City Leave Policies Unchanged:** This leave is implemented in the City's current sick leave policy and sick leave language in the City's collective bargaining agreements. An employee who is sick (with other illnesses) should stay home and utilize leave as he or she typically would by following the City's established sick leave policy or leave provided for in a collective bargaining agreement.
- H. **Exemptions:** The EPSLA provided an exemption for emergency responders which is very broad. This exemption did not provide the emergency paid sick leave or expanded FMLA benefits to those in critical positions performing essential services for the City. However, **the City has decided to authorize the eligibility of these otherwise exempt employees for both EPSLA and EFMLA. In this way, all employees will have equal access to these City-paid benefits.**
- I. **Teleworking:** At the discretion of the Department Director, an employee may be eligible to telework during the declared state of emergency regarding COVID-19; authorization to telework is at the Department Director's discretion. **The employee must sign the City's Teleworking Acknowledgement.**

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#### **Payroll Codes:**

Finance/Payroll has assigned the following codes for compensating our employees:

EB – EPSLA/EFMLA 80 HRS

EC – EFMLA 2/3 HRS (PAY) – applicable to #5 (only).

If you have questions regarding these codes or other compensation issues, please contact the Payroll Department.

Attachments:            COVID-19 2.0 EMERGENCY PAID SICK LEAVE ELECTION FORM  
                                 COVID-19 2.0 EXPANDED FAMILY AND MEDICAL LEAVE ACT FORM

City of Palm Bay

COVID-19 2.0 EMERGENCY PAID SICK LEAVE ELECTION FORM

Name: \_\_\_\_\_ (please print)

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

I elect to take emergency paid sick leave from \_\_\_\_\_ until \_\_\_\_\_ (maximum of two weeks) because I am unable to work, **including telework**, for the following reason(s), checking all that apply to me:

- ☐ (1) I am subject to a Federal, State, or local quarantine or isolation order related to COVID-19. (Up to 80 hours of City-paid sick leave)
- ☐ (2) I have been advised by a health care provider to self-quarantine due to concerns related to COVID-19. (Up to 80 hours of City-paid sick leave)
- ☐ (3) I am experiencing symptoms of COVID-19 and seeking a medical diagnosis. (Up to 80 hours of City-paid sick leave)
- ☐ (4) I am caring for an individual who is subject to an order as described in (1) or has been advised as described in (2). (Up to 80 hours of City-paid sick leave at 2/3 the employee's regular rate of pay) \*
- ☐ (5) I am caring for my son or daughter because his/her school or place of care has been closed, or his/her childcare provider is unavailable, due to COVID-19 precautions. (Up to 12 weeks of paid sick leave and expanded family and medical leave at 2/3 the employee's regular rate of pay; request the initial 2 weeks on this form; use the EXPANDED FAMILY AND MEDICAL LEAVE ACT FORM to request coverage for additional time.) \*
- ☐ (6)

Required documentation supporting eligibility includes:

- The source of any quarantine or isolation order, or the name of the health care provider who has advised you to self-quarantine. For example, this documentation may include a copy of the Federal, State or local quarantine or isolation order related to COVID-19 applicable to you.
- Written documentation by a health care provider advising the employee to self-quarantine due to concerns related to COVID-19.
- Notice of closure or unavailability from the employee's child's school, place of care, or childcare provider, including a notice that may have been posted on a government, school, or day care website; published in a newspaper; or emailed to the employee from an employee or official of the school, place of care, or child care provider.

I have provided the required documentation in support of my reason for this paid sick leave, examples of which are contained in City of Palm Bay's **COVID-19 2.0 EMERGENCY PAID SICK LEAVE POLICY**.

This paid sick leave shall cease beginning with my scheduled work shift immediately following the termination of the need for paid sick time identified above.

If I wish to change these elections or have any questions, I will notify the Human Resources Department at: 321.952.3421 as soon as practicable.

Employee signature: \_\_\_\_\_

**For items # 4 - 5, please select one of the following options:**

\_\_\_\_\_ I choose to use my available accruals to supplement the EPSL

\_\_\_\_\_ I choose not to use my available accruals to supplement the EPSL

City of Palm Bay

COVID-19 2.0 EXPANDED FAMILY AND MEDICAL LEAVE ACT FORM

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

NOTE: The Emergency Paid Sick Leave Act provides for up to 2 weeks of paid leave at 2/3 the employee's regular rate of pay; use the EMERGENCY PAID SICK LEAVE ELECTION FORM to request the initial 2 weeks.

To request additional time, up to 10 additional weeks of paid leave, complete this form:

I elect to take paid family medical leave under the Expanded Family and Medical Leave Act (EFMLA) implemented in response to the public pandemic COVID-19 from \_\_\_\_\_ until \_\_\_\_\_. I certify through this request that I have not taken 12 workweeks of leave under the Family Medical Leave Act (FMLA) over the past 12-month period. If I have taken leave in the past 12 months under the Family Medical Leave Act, I understand that only remaining leave is available for this purpose.

I am requesting leave under this policy because I have a Qualifying Need. A Qualifying Need means I am unable to work (including telework) due to a need to care for my son or daughter who is either

- 1) under 18 years of age, or
- 2) incapable of self-care because of a mental or physical disability

because the child's school or place of care has been closed, or the child's care provider is unavailable, due to a Public Health Emergency.

I have attached the required documentation (\*) in support of my Expanded Family and Medical Leave taken to care for my child whose school or place of care is closed, or childcare provider is unavailable, due to COVID-19-related reasons. (This requirement may be satisfied with a notice of closure or unavailability from my child's school, place of care, or child care provider, including a notice that may have been posted on a government, school, or day care website; published in a newspaper; or emailed to me from an employee or official of the school, place of care, or child care provider.)

Name of child/ren cared for: \_\_\_\_\_ (please print)

**\*Name of school or, place of care, or childcare provider that closed or became unavailable due to COVID-19 related reasons:** \_\_\_\_\_

I, \_\_\_\_\_ (please print) attest that no other suitable person is available to care for child/ren during the period of requested leave.

This paid family medical leave shall cease beginning with my scheduled work shift immediately following the termination of the Qualifying Need for family medical leave identified above.

If I wish to change these elections or have any questions, I will contact the Human Resources Department at 321.952.3421 as soon as practicable.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_