



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

AGENDA

Regular Council Meeting 2021-22 Thursday

**September 2, 2021 - 7:00 PM
Council Chambers, 120 Malabar Road SE, Palm Bay FL 32907**

CALL TO ORDER:

INVOCATION:

1. Pastor David Myers - Eastwind Pentecostal 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. One (1) vacancy on the Community Development Advisory Board (represents 'residential home builder', 'actively engaged in home building', 'for-profit provider' or 'not-for profit provider' positions).++
4. Two vacancies on the Youth Advisory Board (represents 'at-large' student member positions).++
5. One (1) vacancy on the Youth Advisory Board (represents 'adult member, 30 years and older' position).+

AGENDA REVISIONS:

1. Ordinance 2021-51 (Item 4, under Public Hearings) has been revised to include an additional Whereas clause noting specific requirements pursuant to law.

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: Special Council Meeting 2021-16; July 1, 2021.
2. Adoption of Minutes: Special Council Meeting 2021-20; August 17, 2021.
3. Adoption of Minutes: Regular Council Meeting 2021-21; August 19, 2021.
4. Award of Bid: Mowing maintenance, rights-of-way and corridors – IFB 56-0-2021 – Public Works Department (STS Maintain Services, Inc. - \$105,510).
5. Award of Bid: Canal clearing, multiple locations – IFB 57-0-2021 – Public Works Department (Aquatic Control Group, Inc. - \$398,419).
6. Award of Proposal: Group vision and hearing discount services – RFP 48-0-2021 – Human Resources Department (EyeMed Vision Care, LLC – estimated \$71,169, employee paid).
7. Contract: Administrative Services Agreement for 401(a) Money Purchases Plans and 457 Deferred Compensation, renewal - Human Resources Department (ICMA-RC (dba Mission Square)).
8. Contract: Superior NaviLine/HTE and Click2Gov public administration software maintenance and support, renewal – Information Technology Department (Central Square (dba Superior) - \$148,488).
9. Contract: Superior public safety software maintenance and support, renewal – Information Technology Department (Central Square (dba Superior) - \$114,555).
10. Contract: Neptune water meters and parts, purchasing authority – Utilities Department (Sunstate Meter and Supply, Inc. – \$300,000)(sole source)).
11. Miscellaneous: 'Cooperative Purchase', fire training center facility, Fire Station 5 (Federal Supply Schedule 084) – Fire Department (WHP Training Towers - \$583,554); authorize use of additional Fire Impact Fees (\$73,517).
12. Resolution 2021-42, conveying City-owned surplus real estate located at 1042 Moonlight Court to buyer Teresa A. Linton.
13. Resolution 2021-43, conveying City-owned surplus real estate located at 2050 Agora Circle SE to buyer EJ & JT Associates, Inc.
14. Ordinance 2021-55, amending the Fiscal Year 2020-2021 budget by appropriating and allocating certain monies (fourth budget amendment), first reading.
15. Consideration of the City's state legislative priorities for Fiscal Year 2022-2023.
16. Consideration of the Housing Programs Standard Operating Procedures Manual and Supplemental – State Housing Initiatives Partnership (SHIP) Program Housing Repair Program Manual.
17. Consideration of partial pre-payment of the Special Assessment Revenue Note, Series 2016 (\$482,000).
18. Consideration of submitting a grant application to the Rebuild Florida Mitigation General Infrastructure Program, Community Development Block Grant (CDBG-MIT) for the construction of future Fire Station 7 (\$4,000,000); and authorize a budget amendment reappropriating \$358,318 in previously approved funding to serve as a match.
19. Consideration of utilizing Police Impact Fees for engineering costs related to the Property and Evidence Office expansion (\$6,654).
20. Consideration of utilizing General Fund Undesignated Fund Balance for an access control and security camera study (\$9,667).
21. Consideration of appropriating funds from Fund Balance for the North Regional Water

Treatment Plant Carbon Dioxide Conversion Design, Permitting, and Bidding Services, Task Order 21-05-IS, Amendment 1 (Infrastructure Solution Services, Inc. - \$7,300).

22. Consideration of travel and training for specified City employees (Growth Management Department).
23. Consideration of travel and training for specified City employees (Legislative Department).
24. Consideration of travel and training for specified City employees (Police Department).
25. Acknowledgement of a corrective Legislative Memorandum relating to the sale of City-owned surplus real estate located at 1048 Hunt Street to buyer Susan C. Ayer; and authorize a corrective budget amendment to transfer \$198,128 into the General Fund.
26. Acknowledgement of the City's monthly financial report for July 2021.

PRESENTATION:

1. Anthony Zorbaugh, Executive Director, The Source - Christian outreach ministry serving the poor and homeless.

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), final 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), final reading.
3. Ordinance 2021-45, amending the Code of Ordinances, Chapter 185, Zoning Code, Subchapter 'District Regulations' by modifying provisions of the BMU - Bayfront Mixed Use District (Case T-8-2021, City of Palm Bay), first reading. (CONTINUED FROM RCM 08-05-21)
4. Ordinance 2021-51, amending Ordinance 2020-17, which established the Everlands Community Development District (CDD), by expanding the designated land area for which the CDD would exercise special powers related thereto, first reading.
5. Ordinance 2021-56, vacating portions of the rear and side public utility and drainage easements located within Lots 16, 17, and 18, Block 1983, Port Malabar Unit 40 (Case VE-5-2021, Azzurri Property Holdings Inc.), first reading.
6. Ordinance 2021-57, vacating a portion of the side public utility and drainage easement located within Tract "D", Port Malabar Unit 42 (Case VE-6-2021, Massimiliano "Max" Delli), first reading.
7. Ordinance 2021-58, vacating a portion of the rear public utility and drainage easement located within Lot 4, Block 2507, Port Malabar Unit 48 (Case VE-7-2021, Robert and Heather Whitmire), first reading.
8. Ordinance 2021-59, vacating a portion of the rear public utility and drainage easement located

within Lot 27, Block 2668, Port Malabar Unit 50 (Case VE-8-2021, Brian and Michelle Mallonn), first reading.

9. Ordinance 2021-60, vacating a portion of the rear public utility and drainage easement located within Lot 11, Block 193, Port Malabar Unit 7 (Case VE-9-2021, Jose Santana), first reading.
10. Request by Barbara Gamerl for a variance to allow a proposed garage to encroach eight (8) feet into the 25-foot side-corner building setback in RS-1, Single-Family Residential District, zoning as established by Section 185.033(F)(7)(c), Palm Bay Code of Ordinances (0.31 acres) (V-29-2021). (Quasi-Judicial Proceeding)

UNFINISHED AND OLD BUSINESS:

1. Appointment of one (1) member to the Community Development Advisory Board.

COUNCIL REPORTS:

NEW BUSINESS:

1. Consideration of implementing the Mayor's Business Spotlight Program; and authorize the Mayor to recognize the business of the quarter on behalf of the City Council. (Mayor Medina)

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: 9/2/2021

RE: One (1) vacancy on the Youth Advisory Board (represents 'adult member, 30 years and older' position).+

One (1) vacancy exist on the above subject board as the previously appointed individual no longer met the requirements to serve on the board. The vacancy should be announced at tonight's meeting and applications solicited for same.

REQUESTING DEPARTMENT:

Legislative

FISCAL IMPACT:

None

RECOMMENDATION:

Request for announcement of the vacancy and solicitation of applications at tonight's meeting. An appointment will be made at the regular Council meeting to be held on October 7, 2021. The individual appointed to the position will complete the remainder of the term which expires February 21, 2022.



LEGISLATIVE MEMORANDUM

DATE: 9/2/2021

RE: Adoption of Minutes: Special Council Meeting 2021-16; July 1, 2021.

ATTACHMENTS:

Description

Minutes - SCM 2021-16

CITY OF PALM BAY, FLORIDA
SPECIAL COUNCIL MEETING 2021-16

Held on Thursday, the 1st day of July 2021, at the City Hall Council Chambers, 120 Malabar Road, SE, Palm Bay, Florida.

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

The meeting was called to order at the hour of 6:14 P.M.

ROLL CALL:

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

Also present were Rodney Edwards, Assistant City Attorney; Carson Axtman, Court Reporter.

BUSINESS:

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

- 1. Colleen Henry v. City of Palm Bay (Case 05-2018-CA-040288); consolidated with Lori Armstrong v. City of Palm Bay (Case 05-2018-CA-040256).**
- 2. Norman Massey v. City of Palm Bay (Case 05-2019-CA-020580).**
- 3. David Matthew v. City of Palm Bay (Case 05-2020-CA-046537).**

The Mayor announced the names of the individuals who would be in attendance at the session. He stated the session would last approximately one (1) hour.

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

ADJOURNMENT:

There being no further business, the meeting adjourned at the hour of 7:03 P.M.

Rob Medina, MAYOR

ATTEST:

Terri J. Lefler, DEPUTY CITY CLERK



LEGISLATIVE MEMORANDUM

DATE: 9/2/2021

RE: Adoption of Minutes: Special Council Meeting 2021-20; August 17, 2021.

ATTACHMENTS:

Description

Minutes - SCM 2021-20

CITY OF PALM BAY, FLORIDA

SPECIAL COUNCIL MEETING 2021-20

Held on Tuesday, the 17th 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 6:00 P.M.

ROLL CALL:

MAYOR:	Rob Medina	Present
DEPUTY MAYOR:	Kenny Johnson	Present
COUNCILMEMBER:	Randy Foster	Present
COUNCILMEMBER:	Donny Felix	Present
CITY ATTORNEY:	Patricia Smith	Present

Also present were Rodney Edwards, Assistant City Attorney; Margaret Sheffield, Court Reporter.

BUSINESS:

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

- 1. Matthew David v. City of Palm Bay (Case 05-2020-CA-046537);**
- 2. Brenda Burgos-Colon v. City of Palm Bay (Case 05-2021-CA-033665).**

The Mayor announced the names of the individuals who would be in attendance at the session. He stated the session would last approximately one (1) hour.

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

ADJOURNMENT:

There being no further business, the meeting adjourned at the hour of 6:26 P.M.

Rob Medina, MAYOR

ATTEST:

Terese M. Jones, CITY CLERK



LEGISLATIVE MEMORANDUM

DATE: 9/2/2021

RE: Adoption of Minutes: Regular Council Meeting 2021-21; August 19, 2021.

ATTACHMENTS:

Description

Minutes - RCM 2021-21

CITY OF PALM BAY, FLORIDA

REGULAR COUNCIL MEETING 2021-21

Held on Thursday, the 19th 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 7:02 P.M.

Pastor Chris Adams, Christian Development Center Church, Palm Bay, gave the invocation which was followed by the Pledge of Allegiance to the Flag.

ROLL CALL:

MAYOR:	Rob Medina	Present
DEPUTY MAYOR:	Kenny Johnson	Present
COUNCILMEMBER:	Randy Foster	Present
COUNCILMEMBER:	Donny Felix	Present
DEPUTY CITY MANAGER:	Joan Junkala-Brown	Present
CITY ATTORNEY:	Patricia Smith	Present
CITY CLERK:	Terese Jones	Present

CITY STAFF: Nelson Moya, Police Chief; Patrick Murphy, Acting Growth Management Director; Brian Robinson, Information Technology Director; Charleena Cox, Human Resources Director.

ANNOUNCEMENT(S):

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

- 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 (2) vacancies on the Youth Advisory Board (represents 'at-large' student member positions).++**

AGENDA REVISION(S):

1. Mrs. Junkala-Brown advised that the recognition of Police Department personnel had been added as Item 4, under Recognitions and Proclamations.

CONSENT AGENDA:

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

Motion by Deputy Mayor Johnson, seconded by Mr. Felix, that the Consent Agenda be approved as presented with the removal of Items 4 and 7 from consent. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Johnson, Yea; Councilman Foster, Yea; Councilman Felix, Yea.

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

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

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

Staff Recommendation: Approve deductive Change Order 1 with Asphalt Paving Systems, Inc. for Road Bond Paving of Units 24 and 25 in the amount of \$204,511.75.

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

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

The City Attorney read the resolution in caption only.

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

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.

The City Attorney read the resolution in caption only.

Bill Battin, resident, asked if there would still be an annual price adjustment. He still did not agree with tax exemptions and requested a copy of exempt properties. Mrs. Junkala-Brown responded that there would be a review of the annual price adjustment. Per Council's direction, staff would also be reviewing the exemptions during Fiscal Year 2023. Deputy Mayor Johnson asked that Council receive the exempt properties list as well.

Motion by Deputy Mayor Johnson, seconded by Mr. Foster, to adopt Resolution 2021-40. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Johnson, Yea; Councilman Foster, Yea; Councilman Felix, Yea.

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

Staff Recommendation: 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.

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

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).

Staff Recommendation: a) 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; b) authorize the City Manager to sign a Memorandum of Understanding; and c) approve the award for scuba equipment to Dive Rescue International, Inc. (Fort Collins, Colorado).

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

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).

Staff Recommendation: Approve expenditures from the Law Enforcement Trust Fund as requested up to \$42,500 under a sole source lease agreement with Flock Safety Automated License Plate Reader Cameras and Solutions from Flock Group Inc., (Atlanta, Georgia) for an initial 62-month term renewable by the Procurement Department for one (1) additional 60-month term.

Bill Battin, resident, asked if the cameras would be owned by the city at the end of the contract or if they would be given back to the vendor. He saw the potential for the abuse of this resource as it would be no more than data stored somewhere that could be easily hacked.

Mrs. Junkala-Brown said that the equipment would be leased, not owned and once the contract expired, it would have to be renewed. The cameras would not be actively monitored. Chief Moya provided further details and advised that the monitors would be stationary. They would not be affixed to any police vehicles and would be utilized post-incident or as an incident was in progress.

Motion by Deputy Mayor Johnson, seconded by Mr. Felix, to approve expenditures from the Law Enforcement Trust Fund as requested. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Johnson, Yea; Councilman Foster, Yea; Councilman Felix, Yea.

8. Acknowledgement of the City's monthly financial report for June 2021.

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

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

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

RECOGNITIONS AND PROCLAMATIONS:

The individuals were recognized.

1. Recognizing five (5) years of service as a City board member on the Code Enforcement Board - Alfred Agarie; Victor Silva-Martinez.

- 2. Recognizing five (5) years of service as a City board member on the Library Advisory Board - Charlene Horton.**
- 3. Recognizing five (5) years of service as a City board member on the Recreation Advisory Board - Salvatore Ferranti.**
- 4. Recognition of Palm Bay Police Officers for assistance provided to the American Legion Post 117. (AGENDA REVISION)**

PRESENTATIONS:

- 1. Sustainability Action Plan - Lesley Byrd, Chairperson.**

Mrs. Byrd presented the first draft of the Sustainability Action Plan (Plan) and explained that there were five (5) elements to the Plan: Natural Environment (land and water systems); Built Environment (energy and buildings); Transportation and Mobility; Innovative Waste Management; and Education and Public Engagement. There were 2-4 goals per element and each goal was broken down into objectives for City Government, Local Business and Community. Mrs. Byrd detailed each element and the associated goals.

Mrs. Byrd asked if there were any priorities desired by Council that were not represented in the plan and what priorities Council wanted the Sustainability Advisory Board to focus on now and in the future. Councilmembers provided input and their individual suggestions. Council concurred that priorities should include protecting Turkey Creek and the Indian River Lagoon, with a focus on septic to sewer with little to no cost to residents; charging stations for electric vehicles; and traffic safety such as streetlights.

- 2. Police Annual Report - Nelson Moya, Police Chief.**

Chief Moya provided an overview of the Professional Standards Annual Report. He detailed various data such as Uniform Crime Reporting data, 2020 population and demographics, traffic stop data, total arrests for 2019 and 2020, response to resistance reporting for 2019 and 2020, internal investigations versus division inquiries, officer involved accidents, vehicle pursuits, and the Performance Assessment and Review System. Chief Moya answered questions posed by councilmembers.

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

1. Bill Battin, resident, commented on the new development adjacent to Gaynor Drive that was accessing City property without the proper permits which had since been

corrected. He said that the project property had tall grass and weeds almost two-feet high and did not have proper egress from the site. Mrs. Junkala-Brown said she would get more information and address it with Mr. Battin.

2. Fyaad Nabbie, resident, also commented on the new development on Gaynor Drive. His property abutted the project site, and the grass and weeds were over six feet in height. He expressed concern about the overgrowth becoming a fire hazard during the dry season.

3. Alfred Agarie, resident, said he had been cited by staff for excessive vegetation on his property. He said he had cleaned the site to the property line and was told it was in compliance; however, the Code Enforcement Board advised that he was not in compliance. Mr. Agarie said it had turned into a property line dispute and he was being cited for something that was on his neighbor's property. He said he should not be given a fine when there was an active civil dispute regarding the issue. Mrs. Junkala-Brown said a meeting had been scheduled for the following day between Mr. Agarie and staff.

PUBLIC HEARING(S):

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.

The Planning and Zoning Board recommended approval of the request.

The City Attorney read the ordinance in caption only. The public hearing was opened. Mrs. Junkala-Brown presented the request to Council.

Bill Battin, resident, expressed concern with the effect of this request on older homes that were built either lower or at the same height as the crown of the previous road and now the new homes would be two feet above the crown of the newly paved roadway. He said that other areas of the city should be reviewed as well.

The public hearing was closed.

Motion by Deputy Mayor Johnson, seconded by Mr. Foster, to approve Ordinance 2021-52. Deputy Mayor Johnson agreed with Mr. Battin that other parts of the city should

be addressed. Mr. Felix said that Brevard County came up with the finished floor elevation. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Johnson, Yea; Councilman Foster, Yea; Councilman Felix, Yea.

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.

The Planning and Zoning Board recommended approval of the request.

The City Attorney read the ordinance in caption only. The public hearing was opened and closed as there were no comments.

Motion by Deputy Mayor Johnson, seconded by Mr. Felix, to approve Ordinance 2021-53. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Johnson, Yea; Councilman Foster, Yea; Councilman Felix, Yea.

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.

The Planning and Zoning Board recommended approval of the request.

The City Attorney read the ordinance in caption only. The public hearing was opened. Mrs. Junkala-Brown presented the request to Council.

Deputy Mayor Johnson asked if there were any long or short-term effects regarding this request. Mr. Murphy said the Legislature passed this bill which required all counties and municipalities in the State of Florida to amend their comprehensive plans to include this property rights element. The Department of Economic Opportunity (DEO) took the stance that this amendment had to be adopted prior to any governmental bodies considering large scale amendments. Staff wanted to implement the changes now as there were numerous cases pending that were affected by this ordinance. Mr. Murphy said this request still had to be forwarded to the DEO for comment prior to the second and final hearing before City Council.

The public hearing was closed.

Motion by Deputy Mayor Johnson, seconded by Mr. Felix, to approve Ordinance 2021-54. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Johnson, Yea; Councilman Foster, Yea; Councilman Felix, Yea.

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)

Staff recommended the following condition: 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.

The Planning and Zoning Board recommended approval of the request, subject to the Staff Report.

The City Attorney read the resolution in caption only. The public hearing was opened. The applicant presented the request to Council and concurred with Staff's recommended condition.

Mr. Foster asked if the school was to be built or if it was part of the existing church. The applicant responded that the existing facility would operate as a school during the day and as a church in the evenings.

The public hearing was closed.

Motion by Deputy Mayor Johnson, seconded by Mr. Foster, to adopt Resolution 2021-41. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Johnson, Yea; Councilman Foster, Yea; Councilman Felix, Yea.

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)

Staff recommended the following condition: 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.

The Planning and Zoning Board recommended approval of the request.

The public hearing was opened. The applicant presented the request to Council.

Bill Battin, resident, said this was one instance where the ordinances did not fit the situation and supported the request.

The public hearing was closed.

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

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)

The Planning and Zoning Board recommended approval of the request.

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

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

PROCUREMENTS:

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

Staff Recommendation: Approve a budget amendment allocating \$556,173 to purchase the iMS application from Software House International, Inc., utilizing the Omnia Partner contract.

Mrs. Junkala-Brown presented the item to Council.

Bill Battin, resident, said the City had already spent \$519,000 for the previous software that did not meet the needs of the City. He asked if iMS would work with the current hardware or if that would be an additional cost. Mr. Robinson provided history of the previous vendor and why the software was not viable for the City. He said it would be housed in the Cloud so it would not be dependent on physical hardware, and the cost would be significantly higher if both software and hardware were needed.

Motion by Deputy Mayor Johnson, seconded by Mr. Foster, to approve the budget allocation and iMS application as requested. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Johnson, Yea; Councilman Foster, Yea; Councilman Felix, Yea.

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

COMMITTEE AND COUNCIL REPORTS:

Councilmembers addressed various subjects.

1. Mr. Felix commented on the recent earthquake in Haiti. He asked residents to donate whatever they could to assist, but to be careful to which organizations they donated. He advised that donations were being accepted through the Palm Bay Municipal Foundation's Disaster Relief Committee (DRC) and could be done through the website. Mr. Felix said he was the President of the Haitian American Association of Brevard and the organization had collaborated with the City's fire stations to serve as drop-off locations for critical goods, such as toiletries, tarps, tents, anything medical, etc.
2. Deputy Mayor Johnson made the following reports:
 - a. The DRC had a current budget of approximately \$10,700. He supported any efforts to provide relief to Haiti;
 - b. Asked that staff contact Eastern Florida State College (EFSC) to possibly reopen a COVID test site;
 - c. Advised that the City of Largo had a great representation for its residents as to how the City budget was broken down, along with a sample monthly property tax receipt which reflected to which services a resident's dollars were spent. He asked that staff look into something similar; and
 - d. Noted that several municipalities in the state had legislative aides. He was not seeking to have a legislative aide but suggested a legislative intern program for those interested in seeking a career in local government. The individual(s) could provide research support on specific topics for a councilmember.

Mayor Medina asked if the interns would be from a college, high school, etc. Deputy Mayor Johnson said it was open to discussion, but the interns could be from anywhere. Mayor Medina asked if the City had an internship program. Mrs. Junkala-Brown confirmed same and said the City coordinated with organizations for such purpose. Mayor Medina felt it was a successful way to encourage individuals seeking any type of position in government.

Council supported the internship program, the budget breakdown sample, and the COVID test site through EFSC. Mrs. Junkala-Brown advised that staff had been contacted by Brevard County Emergency Management and they were looking to open three test sites in north, central and south Brevard. Although the County would provide the vendor, they were seeking a facility in Palm Bay. Staff was researching same but have discussed the use of the Captain's House or Veteran's Park.

3. Mayor Medina said that if the DRC was going to donate to an organization, it should be through a worthwhile, credible organization. He said that any potential organizations needed to be vetted by Council.

Mr. Felix said that, as Chairman of the DRC, he called for a meeting regarding assistance to Haiti which would be held on Monday, August 23rd, at 6:00 P.M. The former DRC established that only specific organizations would receive donations. He was in discussions with the City Attorney as to the ability to use other organizations. Any recommendations from the DRC would receive final approval from the Palm Bay Municipal Foundation on which City Council served as the members.

NEW BUSINESS:

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

Staff Recommendation: Authorize the City Manager to enact 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.

Mrs. Junkala-Brown presented the item to Council.

Mayor Medina asked if there were exemptions, such as someone being unable to receive the vaccine due to medical reasons. Mrs. Junkala-Brown advised that if an employee had a medical exception, they would need to provide a note from their doctor, continue to wear personal protective equipment (PPE) and would be eligible for the incentive. Staff was working through the few instances in which an employee had a medical exception

and could not wear the mask. Religious exceptions would require some type of confirmation and would be eligible for the incentive as well. Ms. Smith clarified that those employees would not be waived but would be accommodated through another program with the same objective that would not violate the individual's disability or religious beliefs.

Mr. Foster asked the cost for the incentive and the leave bank. Mrs. Junkala-Brown said if every employee took advantage of the incentive, the approximate cost would be \$270,000. She did not have an exact cost for the leave bank but based on the previous program for the leave bank, the cost was approximately \$500,000. The incentive and leave bank were eligible uses of the American Rescue Plan Act (ARPA) funds. Mr. Foster asked why staff did not elect to offer more than eighty (80) hours. Mrs. Junkala-Brown said it mirrored the previous program offered through the Families First Coronavirus Response Act (FFCRA). Mr. Foster expressed concern for firefighters and police officers and the number of hours they worked per day. Ms. Cox explained that the firefighters took advantage of the program through the FFCRA. She detailed the FFCRA program and answered questions posed by councilmembers. Mr. Foster did not feel that the eighty (80) hours would work for the firefighters and said it should be a higher amount.

Mr. Felix said he had an issue with the incentive and felt the employees should not be paid to do the right thing. He said that everyone had a moral duty to be a good neighbor and protect each other. He had no problem with the leave bank and teleworking policy. Mayor Medina suggested that staff do a little more research on the incentive and Council move forward with the leave bank and teleworking policy at this time. Council concurred. Mr. Foster felt that the leave bank should be increased and also offered as an incentive. He did not want to see employees run out of leave and then end up coming to work sick because they had no accrued time to use.

Individuals spoke against the incentive stating that it was a financial coercion. Every person had the right to determine what was to be injected in their body and this was a backdoor way of knowing each person's vaccination status. It was asked if the incentive would offset the insurance or if it was a real benefit to the employees, and if there was a cost associated with the teleworking.

Mr. Foster said Council should move forward with the leave bank of eighty (80) hours and teleworking policy and increase the leave bank to one hundred twenty (120) hours for public safety personnel.

Motion by Deputy Mayor Johnson, seconded by Mr. Felix, to authorize the leave bank funding of eighty (80) hours and Teleworking Policy as requested.

Deputy Mayor Johnson said that staff was not prepared to increase the leave bank but asked that staff research same and bring back to Council. Mrs. Junkala-Brown clarified that the purpose of the request was not to encourage vaccination as it was to safeguard city operations.

Council asked that staff bring back information regarding the increased leave bank for public safety personnel in September.

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

ADMINISTRATIVE AND LEGAL REPORTS:

1. Mrs. Junkala-Brown asked that the annual joint workshop between City Council and the Police and Firefighters Pension Plan, Board of Trustees be cancelled. Council concurred.

2. Mrs. Junkala-Brown requested a letter of support to Brevard Public Schools for their grant application to the Community Development Block Grant (mitigation grant) in the amount of \$5 million. The grant was for school system needs and upgrades regarding emergency alert broadcast systems. Deputy Mayor Johnson said he would support as long as the City benefited from same. Council concurred.

PUBLIC COMMENTS/RESPONSES:

Individuals made general comments.

1. Anton Evans, resident, commented on speeding on Wichita Boulevard and Babcock Street. He expressed concern for the safety of children being picked up and dropped off at the school bus stops.

2. Bill Battin, resident, made the following comments: asked if the intern would be paid or not; said that vehicles were parking illegally at the City facility on DeGroodt Road and presented photos of same. He said that the City should not place provisions on the residents that it could not also adhere to.

3. Alfred Agarie, resident, agreed with Mr. Battin and said he had made complaints about numerous properties, including City properties. He provided examples and said that these issues needed to be addressed. He said that the City should not bribe its workers to get vaccinated.

Mayor Medina said that Brevard County handled Code cases differently. They had a magistrate that decided and made rulings similar to a judge and the decisions were final. The position was funded through the fines received from violations. He said it avoided situations in which members of board had to collectively determine who was in violation, who was telling on another property owner, retaliation, etc. Mayor Medina asked that Council consider the option. Ms. Smith asked if the magistrate would replace the Code Enforcement Board. Mayor Medina confirmed same. Ms. Smith said it was permissible and would require an amendment to the ordinance. Council concurred.

ADJOURNMENT:

There being no further business, the meeting adjourned at the hour of 11:16 P.M.

Rob Medina, MAYOR

ATTEST:

Terese M. Jones, CITY CLERK



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joan Junkala-Brown, Acting City Manager

THRU: Mehul Parekh, Public Works Director; Juliet Misconi, Chief Procurement Officer

DATE: 9/2/2021

RE: Award of Bid: Mowing maintenance, rights-of-way and corridors – IFB 56-0-2021 – Public Works Department (STS Maintain Services, Inc. - \$105,510).

The Public Works department currently uses in-house staff for mowing, curb edging, weed and grass trimming, and blowing services for the right-of-way and corridors for six locations (approximately 125 acres). The department lacks the staff and equipment to maintain a proper level of service in these areas with current manpower. Due to the high visibility of these areas, the department requested services be outsourced so Public Works can shift personnel and equipment to other low visibility areas currently not being maintained. Public Works requested the contractor service the sites once per two weeks in May through October and once every month from November through April for approximately 18 cuts per year.

Procurement issued a bid on behalf of the Public Works department. Five (5) bids were received. The Procurement Department staff reviewed the bids for responsiveness. Public Works Department evaluated the bids for responsibility and ability to perform the scope of services. The Department found the lowest responsive bid to be acceptable; However, as the low bidder's submittal was well below the budget and competition's rates, Public Works and Procurement staff met with the bidder to discuss in detail their submittal. After discussing the size and scope of the work, the Bidder affirmed their ability to perform at the submitted price. Public Works staff discussed bidders Equipment List and References and is satisfied with the evidence provided by the bidder. Staff recommends STS Maintain Services, Inc of Palm City, Florida for award of IFB #56-0-2021/MS Mowing Maintenance – Right-of-Ways and Corridors for \$105,510.00.

REQUESTING DEPARTMENT:

Public Works, Procurement

FISCAL IMPACT:

The estimated budget for this project was \$300,000.00. Total project award will be \$105,510.00. Funds are available in Mowing Contracts account 001-7017-541-3402.

RECOMMENDATION:

Motion to approve award of IFB #56-0-2021/MS Mowing Maintenance – Right-of-Ways and Corridors to STS Maintain Services, Inc. of Palm City, Florida for a one-year period, with the option for staff to renew for four (4) additional one-year terms.

ATTACHMENTS:

Description

56-0-2021 Tabulation

Attachment A Maps part 1

Attachment A Maps part 2

	IFB #56-0-2021/MS Mowing Maintenance - Right-of-Way and Corridors Re-Bid			STS Maintain Services, Inc		Sea of Green Landscape Maintenance, LLC		Global Greenz, LLC		Perfection Lawn & Trees Service, Inc.	
				2061 SW Racquet Club Drive		124 N. Twin Lakes Dr.		5160 Dixie Hwy		1025 West 12th Street	
				Palm City, FL 34990		Cocoa, FL 32926		Palm Bay, FL 32950		Sanford, FL	
				772-473-1900		321-507-3317		321-544-4745		407-534-0929	
				stmaintainservices@gmail.com		shawn.choron@sog-landscape.com		billing@globalgreenz.com		perfection_lawn@yahoo.com	
ITEM	ITEM DESCRIPTION	Est. Annual Qty	UOM	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	St. Johns Heritage Parkway	18	cut	\$ 1,300.00	\$ 23,400.00	\$ 1,800.00	\$ 32,400.00	\$ 1,563.00	\$ 28,134.00	\$ 2,265.00	\$ 40,770.00
2	(I-95 RW – Babcock Street)	18	cut	\$ 775.00	\$ 13,950.00	\$ 1,700.00	\$ 30,600.00	\$ 4,080.75	\$ 73,453.50	\$ 2,535.00	\$ 45,630.00
3	Malabar Road	18	cut	\$ 2,100.00	\$ 37,800.00	\$ 2,338.00	\$ 42,084.00	\$ 2,382.00	\$ 42,876.00	\$ 5,025.00	\$ 90,450.00
4	(Jupiter – Emerson Drive)	18	cut	\$ 325.00	\$ 5,850.00	\$ 900.00	\$ 16,200.00	\$ 1,669.50	\$ 30,051.00	\$ 795.00	\$ 14,310.00
5	St. Johns Heritage Parkway	18	cut	\$ 625.00	\$ 11,250.00	\$ 2,000.00	\$ 36,000.00	\$ 3,207.60	\$ 57,736.80	\$ 2,215.00	\$ 39,870.00
6	(Malabar Rd – Northern City Limit)	18	cut	\$ 425.00	\$ 7,650.00	\$ 800.00	\$ 14,400.00	\$ 813.75	\$ 14,647.50	\$ 820.00	\$ 14,760.00
TOTAL ANNUAL MOWING & MAINTENANCE AMOUNT				\$99,900.00		\$171,684.00		\$246,898.80		\$245,790.00	
ITEM	ITEM DESCRIPTION	Est. Annual Qty	UOM	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Malabar Road	1	cut	\$ 2,040.00	\$ 2,040.00	\$ 1,200.00	\$ 1,200.00	\$ 4,420.00	\$ 4,420.00	\$ 5,850.00	\$ 5,850.00
2	(Jupiter – Emerson Drive)	1	cut	\$ 2,130.00	\$ 2,130.00	\$ 2,000.00	\$ 2,000.00	\$ 4,615.00	\$ 4,615.00	\$ 5,850.00	\$ 5,850.00
3	Emerson Drive	1	cut	\$ 1,440.00	\$ 1,440.00	\$ 500.00	\$ 500.00	\$ 3,120.00	\$ 3,120.00	\$ 4,080.00	\$ 4,080.00
TOTAL ANNUAL TRIMMING AMOUNT				\$5,610.00		\$3,700.00		\$12,155.00		\$15,780.00	
GRAND TOTAL ANNUAL AMOUNT				\$105,510.00		\$175,384.00		\$259,053.80		\$261,570.00	

	IFB #56-0-2021/MS Mowing Maintenance - Right-of-Way and Corridors Re-Bid		Quisqueya Landscaping		
			1923 Morning Dr.		
			Orlando, FL 32809		
			407-793-5367		
			quisqueyalawn@gmail.com		
ITEM	ITEM DESCRIPTION	Est. Annual Qty	UOM	Unit Price	Total Price
1	St. Johns Heritage Parkway	18	cut	\$ 2,548.00	\$ 45,864.00
2	(I-95 RW – Babcock Street)	18	cut	\$ 2,548.00	\$ 45,864.00
3	Malabar Road	18	cut	\$ 2,548.00	\$ 45,864.00
4	(Jupiter – Emerson Drive)	18	cut	\$ 2,548.00	\$ 45,864.00
5	St. Johns Heritage Parkway	18	cut	\$ 2,548.00	\$ 45,864.00
6	(Malabar Rd – Northern City Limit)	18	cut	\$ 2,548.00	\$ 45,864.00
TOTAL ANNUAL MOWING & MAINTENANCE AMOUNT				\$275,184.00	
ITEM	ITEM DESCRIPTION	Est. Annual Qty	UOM	Unit Price	Total Price
1	Malabar Road	1	cut	\$ 1,100.00	\$ 1,100.00
2	(Jupiter – Emerson Drive)	1	cut	\$ 1,100.00	\$ 1,100.00
3	Emerson Drive	1	cut	\$ 300.00	\$ 300.00
TOTAL ANNUAL TRIMMING AMOUNT				\$2,500.00	
GRAND TOTAL ANNUAL AMOUNT				\$277,684.00	



56-0-2021/MS
Attachment A

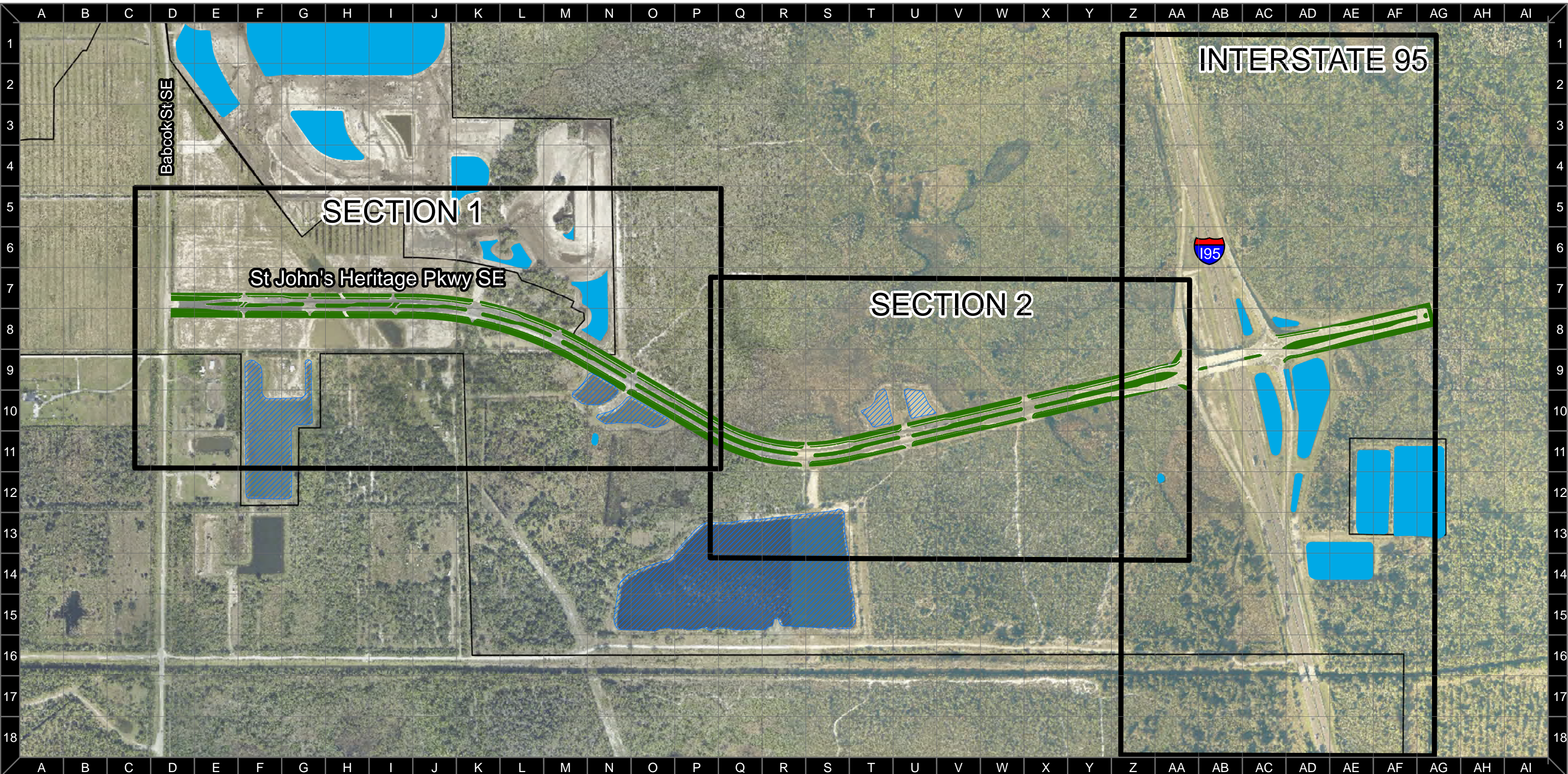
Contract Mowing
St John's Heritage Pkwy
(Overview)

Total Acreage 23.55
Total Length 10420 LF

- Collector Mowing
- Ponds (City)
- Ponds (Other)

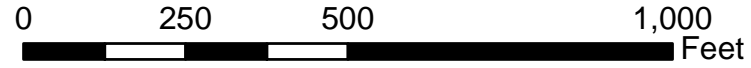


0 500 1,000 2,000
Feet

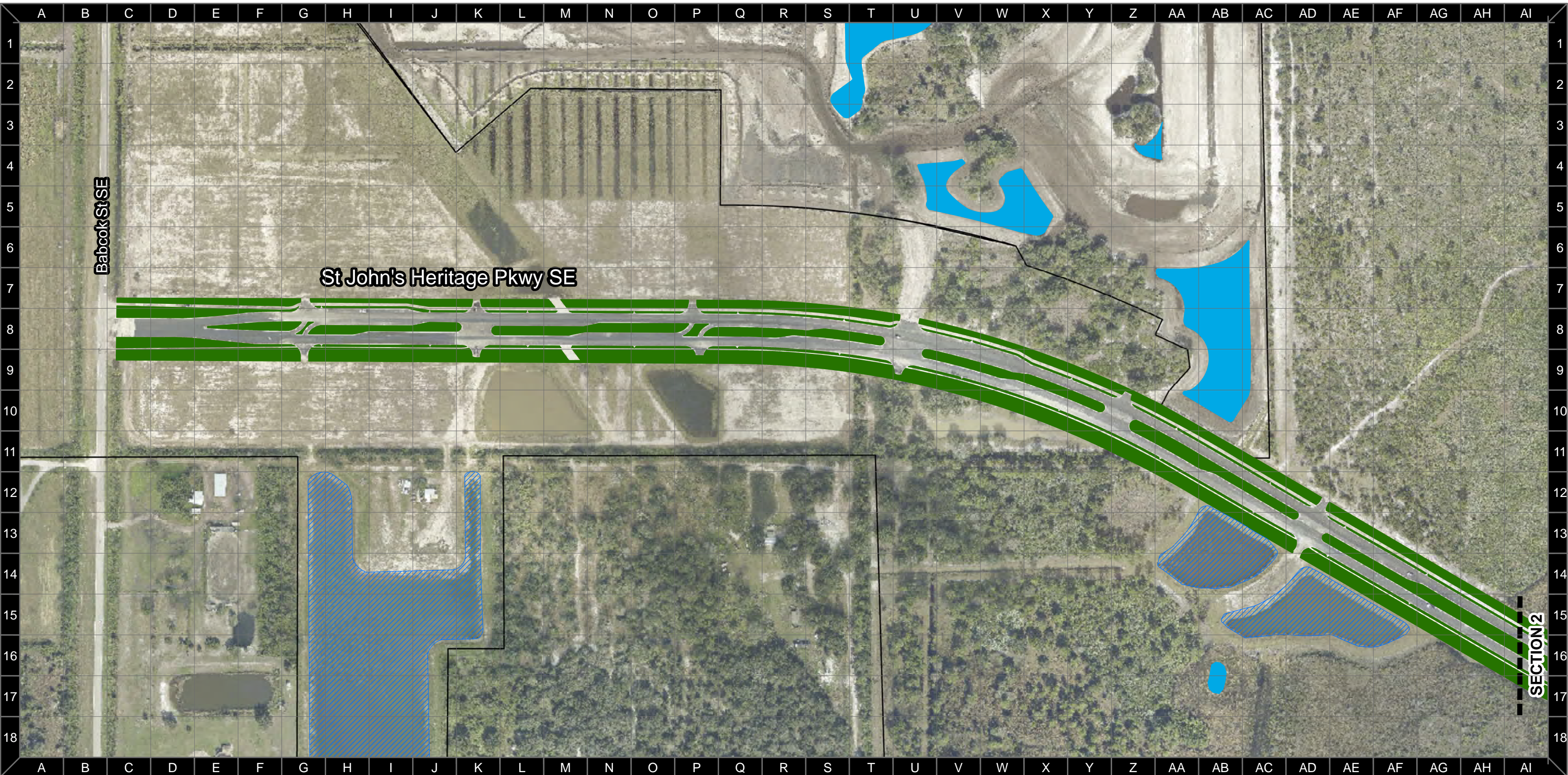
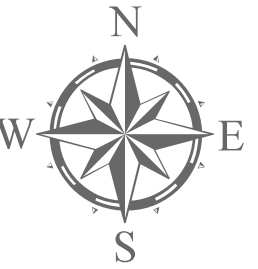




Contract Mowing St John's Heritage Pkwy (Section 1)

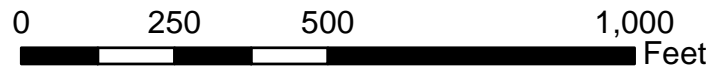


- Collector Mowing
- Ponds (City)
- Ponds (Other)

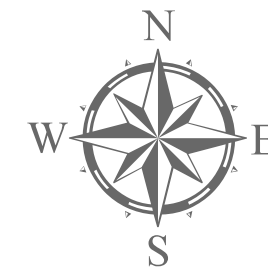


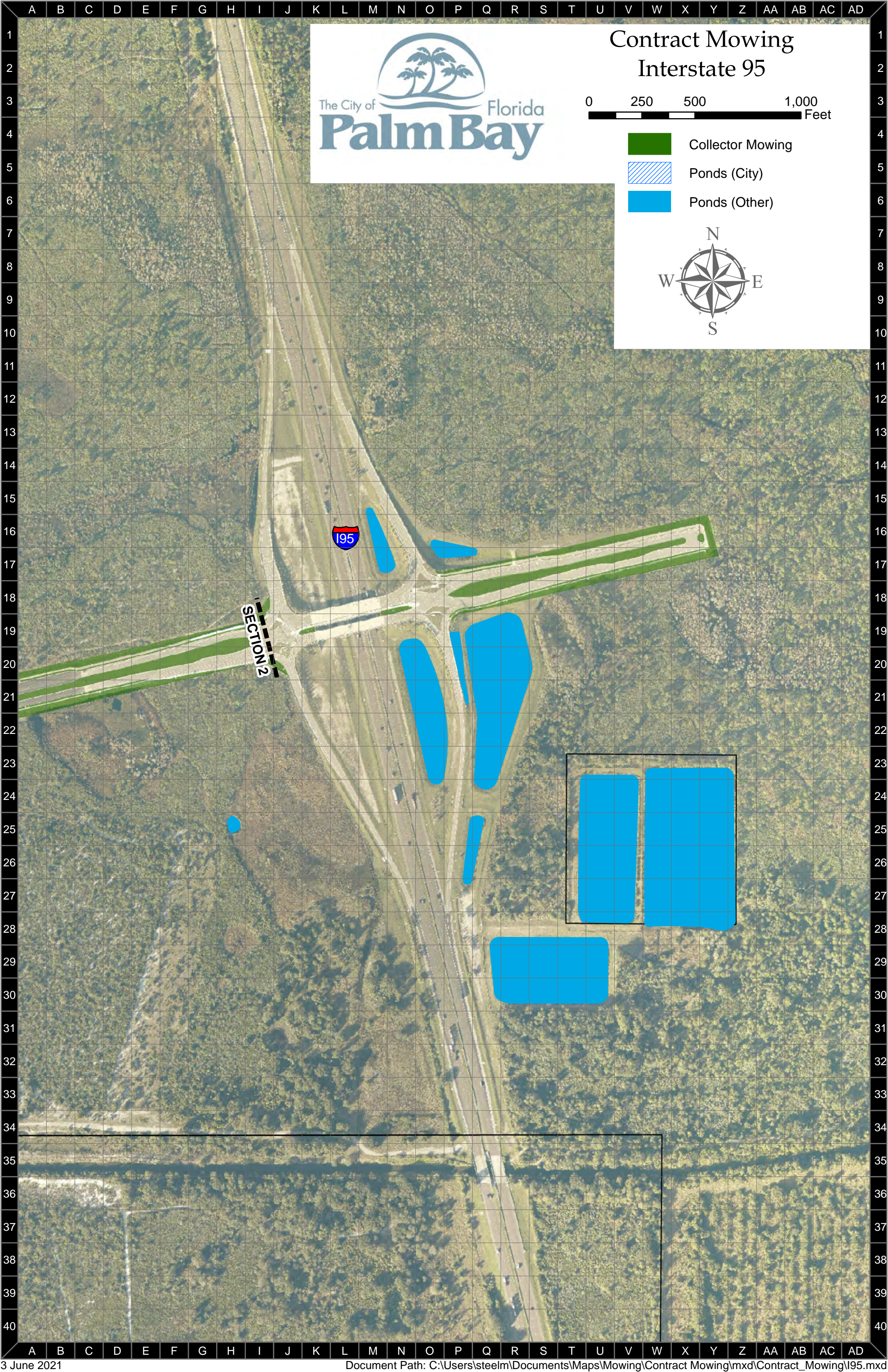


Contract Mowing St John's Heritage Pkwy (Section 2)

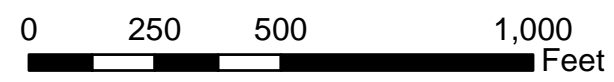





- Collector Mowing
- Ponds (City)
- Ponds (Other)





Contract Mowing Interstate 95



-  Collector Mowing
-  Ponds (City)
-  Ponds (Other)



SECTION 2



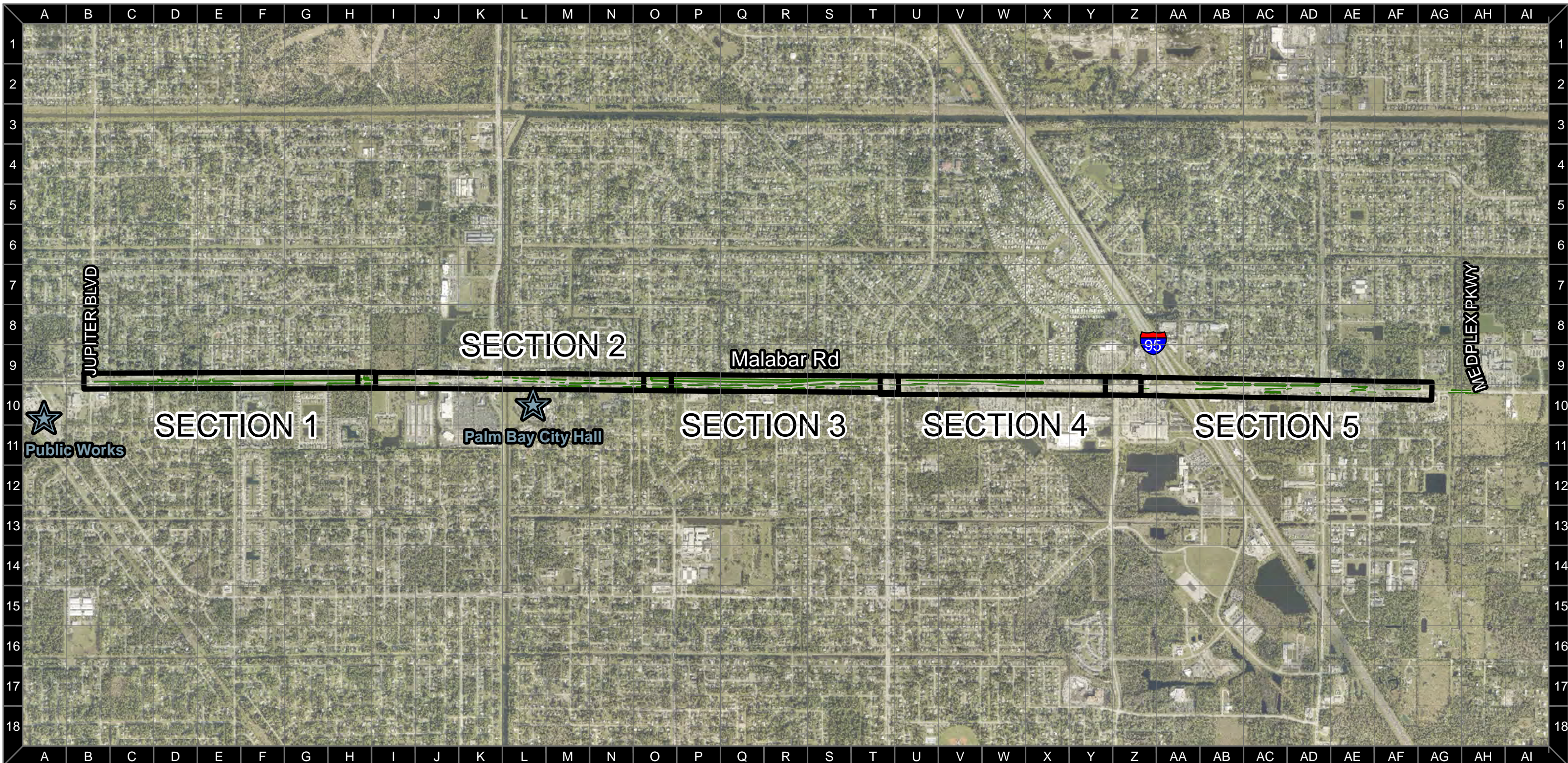


Contract Mowing
Malabar Rd
Between Jupiter and Medplex
(Overview)

Total Acreage 18.00
Total Length 27,205 LF

- Collector Mowing
- Ponds (City)
- Ponds (Other)

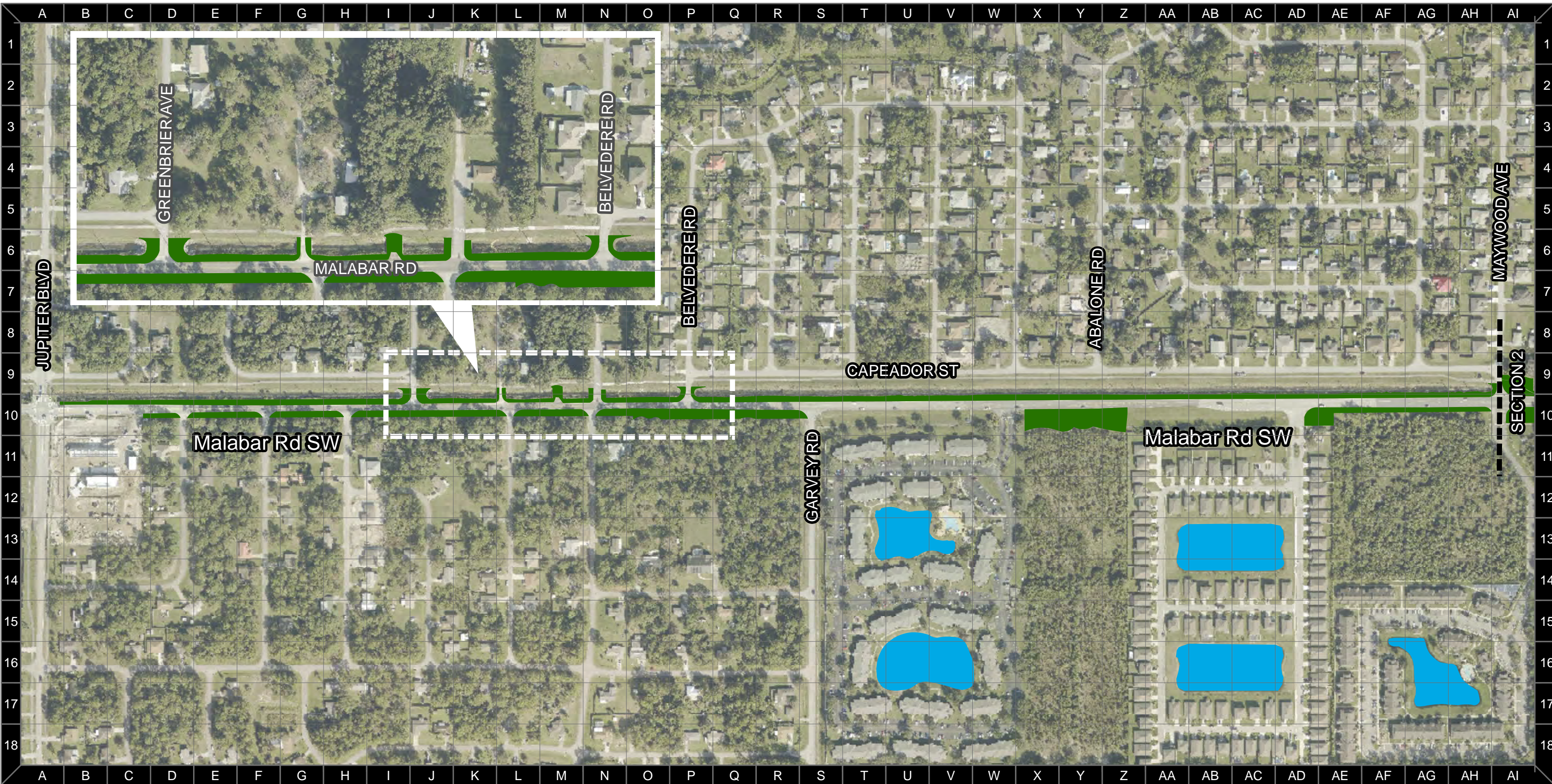
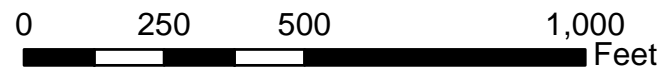
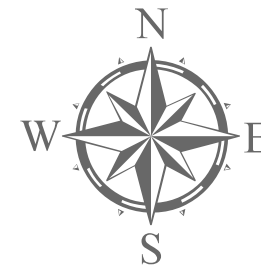
0 1,000 2,000 4,000 Feet





Contract Mowing
Malabar Rd
Between Jupiter and Medplex
(Section 1)

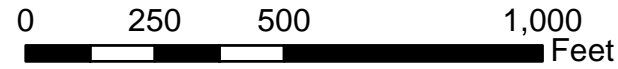
- Collector Mowing
- Ponds (City)
- Ponds (Other)





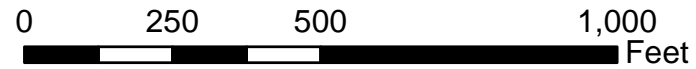
Contract Mowing
Malabar Rd
Between Jupiter and Medplex
(Section 2)

- Collector Mowing
- Ponds (City)
- Ponds (Other)

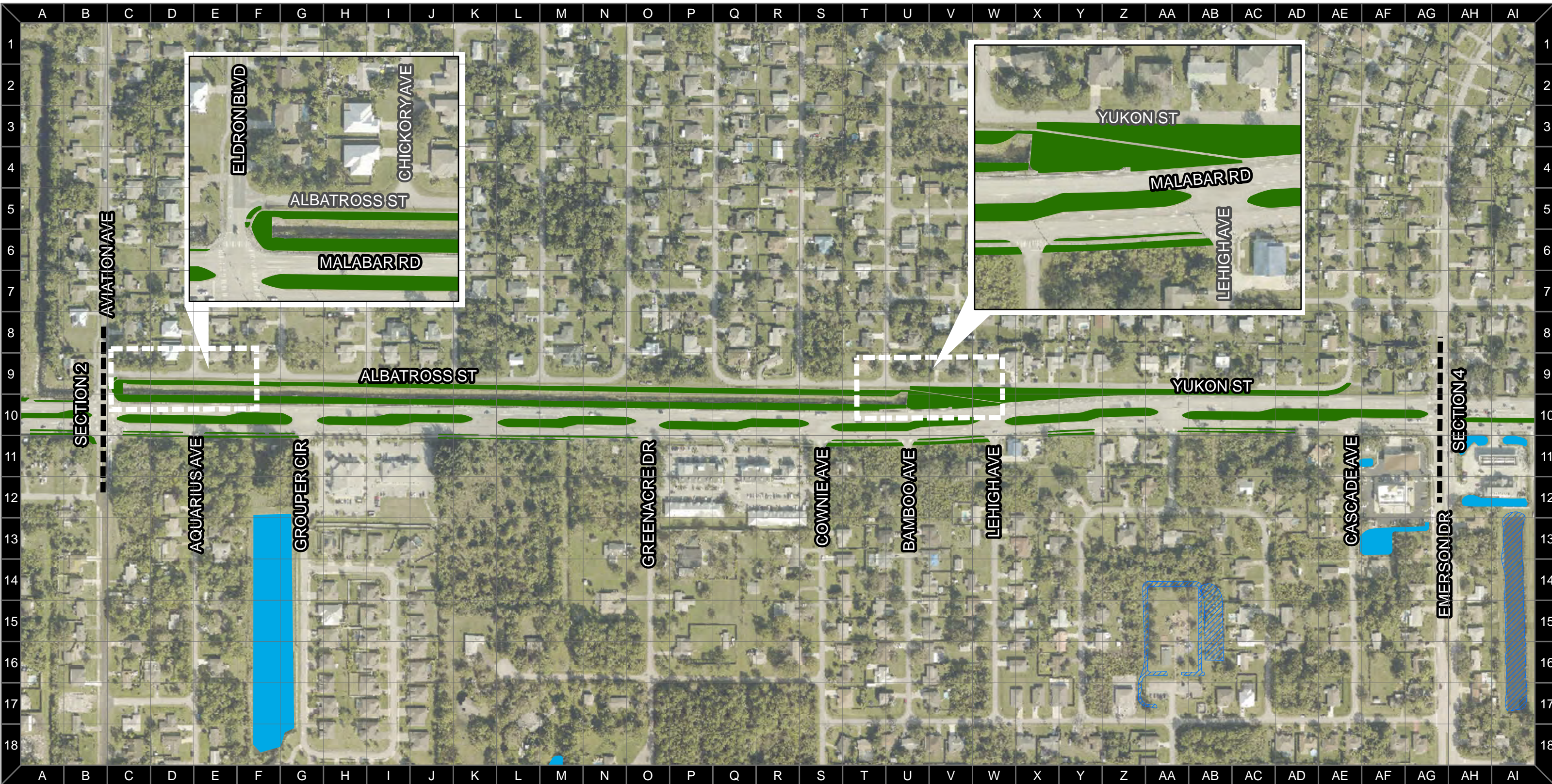
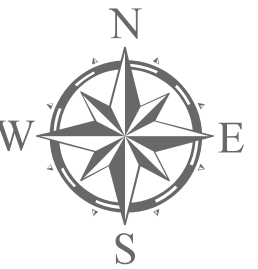




Contract Mowing
Malabar Rd
Between Jupiter and Medplex
(Section 3)



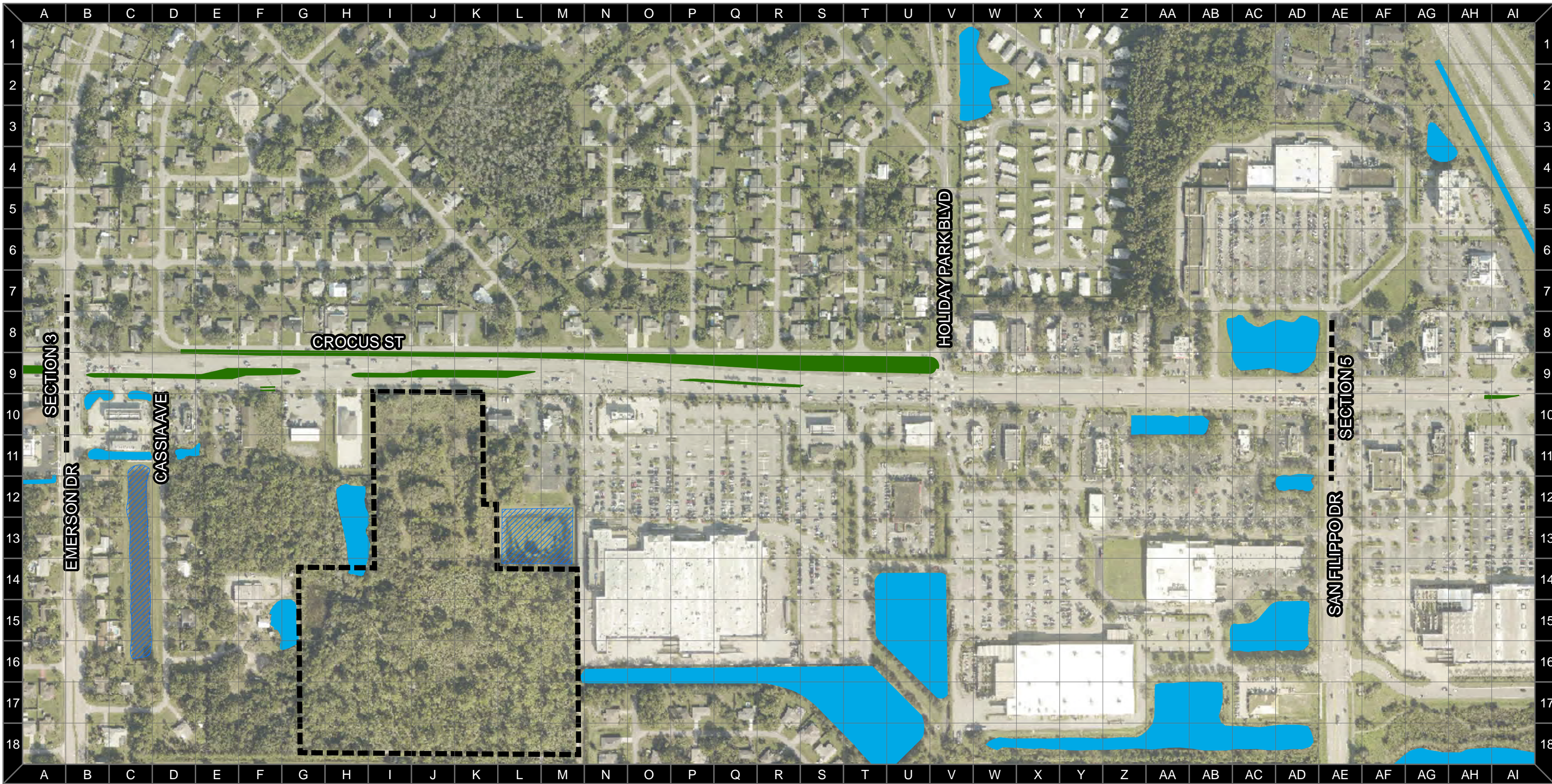
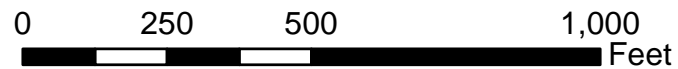
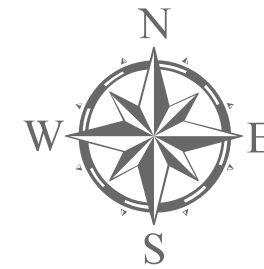
- Collector Mowing
- Ponds (City)
- Ponds (Other)





Contract Mowing
Malabar Rd
Between Jupiter and Medplex
(Section 4)

- Collector Mowing
- Ponds (City)
- Ponds (Other)

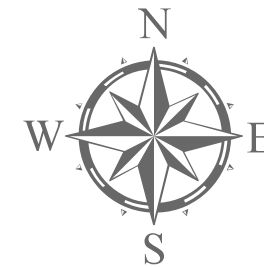




Contract Mowing
Malabar Rd
Between Jupiter and Medplex
(Section 5)

0 250 500 1,000
Feet

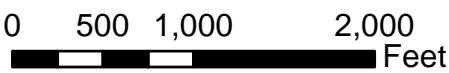
- Collector Mowing
- Ponds (City)
- Ponds (Other)



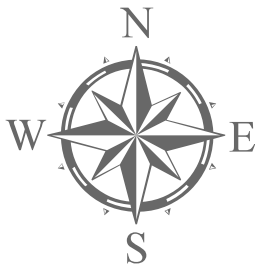


Contract Mowing
St Joh's Heritage Pkwy NW
(Overview)

Total Acreage 55.52
Total Length 15,880 LF



- Collector Mowing
- Ponds (City)
- Ponds (Other)



SECTION 1

St John's Heritage Pkwy NW

Emerson Dr NW

SECTION 2

Pace Dr NW

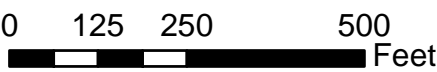
SECTION 3

St John's Heritage Pkwy NW

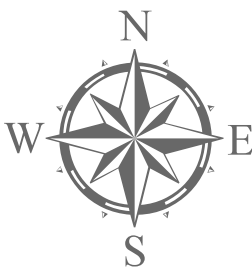
Malabar Rd NW



Contract Mowing
St Joh's Heritage Pkwy NW
(Section 1)



- Collector Mowing
- Ponds (City)
- Ponds (Other)



St John's Heritage Pkwy NW

Emerson Dr NW

SECTION 2

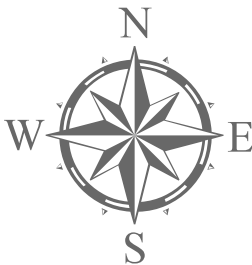


SECTION 1
Emerson Dr NW

Contract Mowing
St Joh's Heritage Pkwy NW
(Section 2)

0 125 250 500
Feet

- Collector Mowing
- Ponds (City)
- Ponds (Other)



St John's Heritage Pkwy NW

Pace Dr NW

SECTION 3



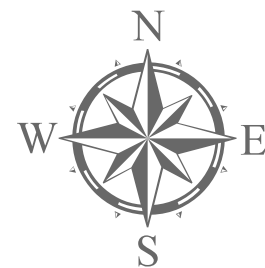
SECTION 2

Pace Dr NW

Contract Mowing
St Joh's Heritage Pkwy NW
(Section 3)

0 125 250 500 Feet

- Collector Mowing
- Ponds (City)
- Ponds (Other)



St John's Heritage Pkwy NW

Malabar Rd NW



JUPITER BLVD

EMERSON DR

Contract Mowing
Emerson Dr
(Between Malabar Rd and Walden)
(Overview)

Total Acreage 3.18
Total Length 11,130 LF

0 250 500 1,000
Feet

- Collector Mowing
- Ponds (City)
- Ponds (Other)



SECTION 1

SECTION 2

SECTION 3

SECTION 4

SECTION 5

SECTION 6

EMERSON DR

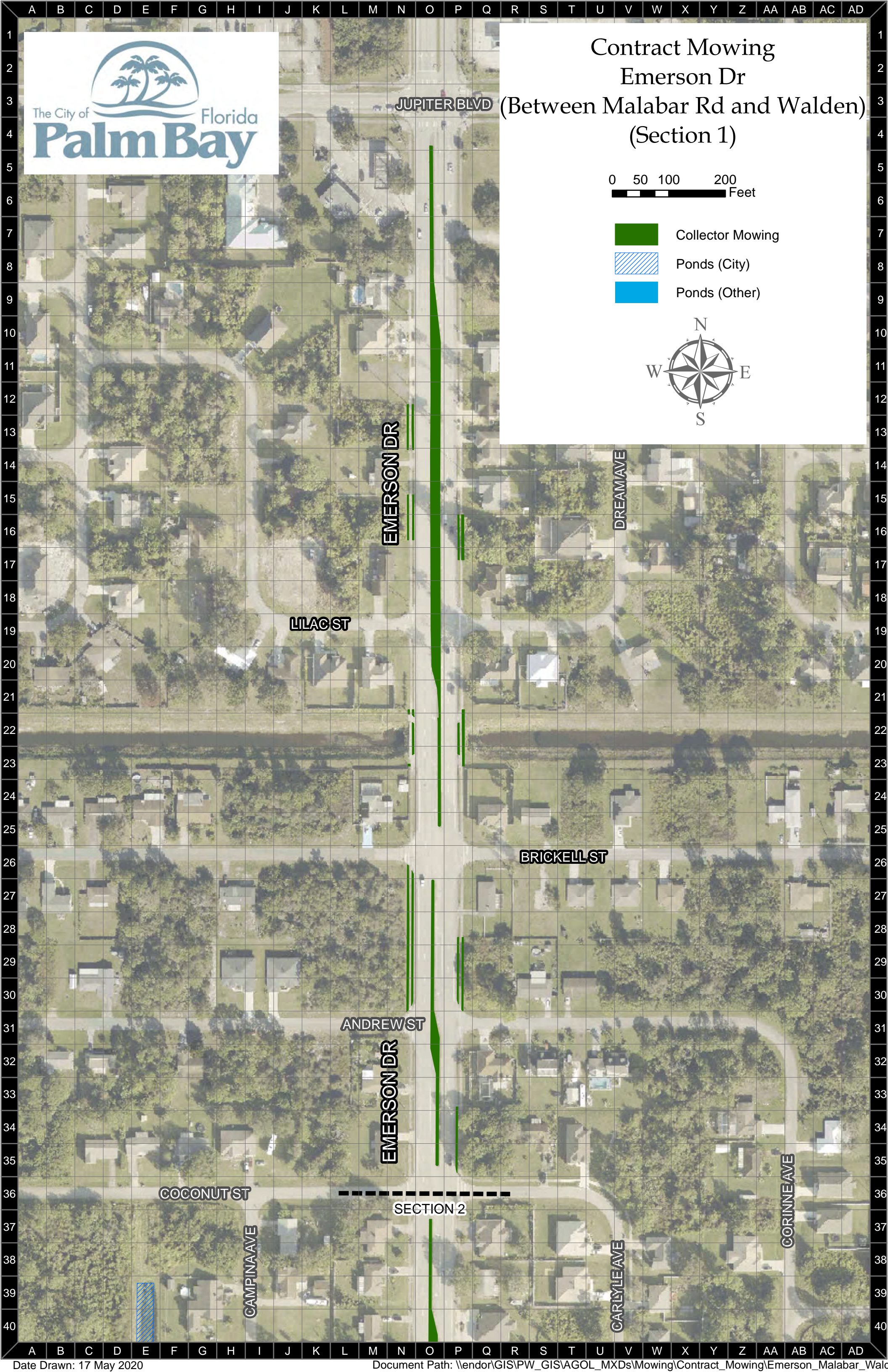
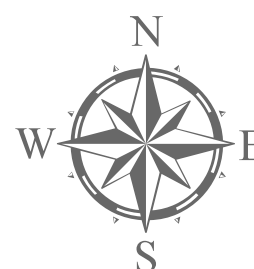
WALDEN BLVD



Contract Mowing Emerson Dr (Between Malabar Rd and Walden) (Section 1)

0 50 100 200
Feet

- Collector Mowing
- Ponds (City)
- Ponds (Other)





SECTION 1

COCONUT ST

Contract Mowing Emerson Dr (Between Malabar Rd and Walden) (Section 2)

0 50 100 200 Feet

- Collector Mowing
- Ponds (City)
- Ponds (Other)



CAMPINA AVE

EMERSON DR

CARLYLE AVE

STARLAND ST

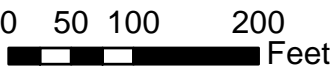
FLORIAN WAY

SECTION 3

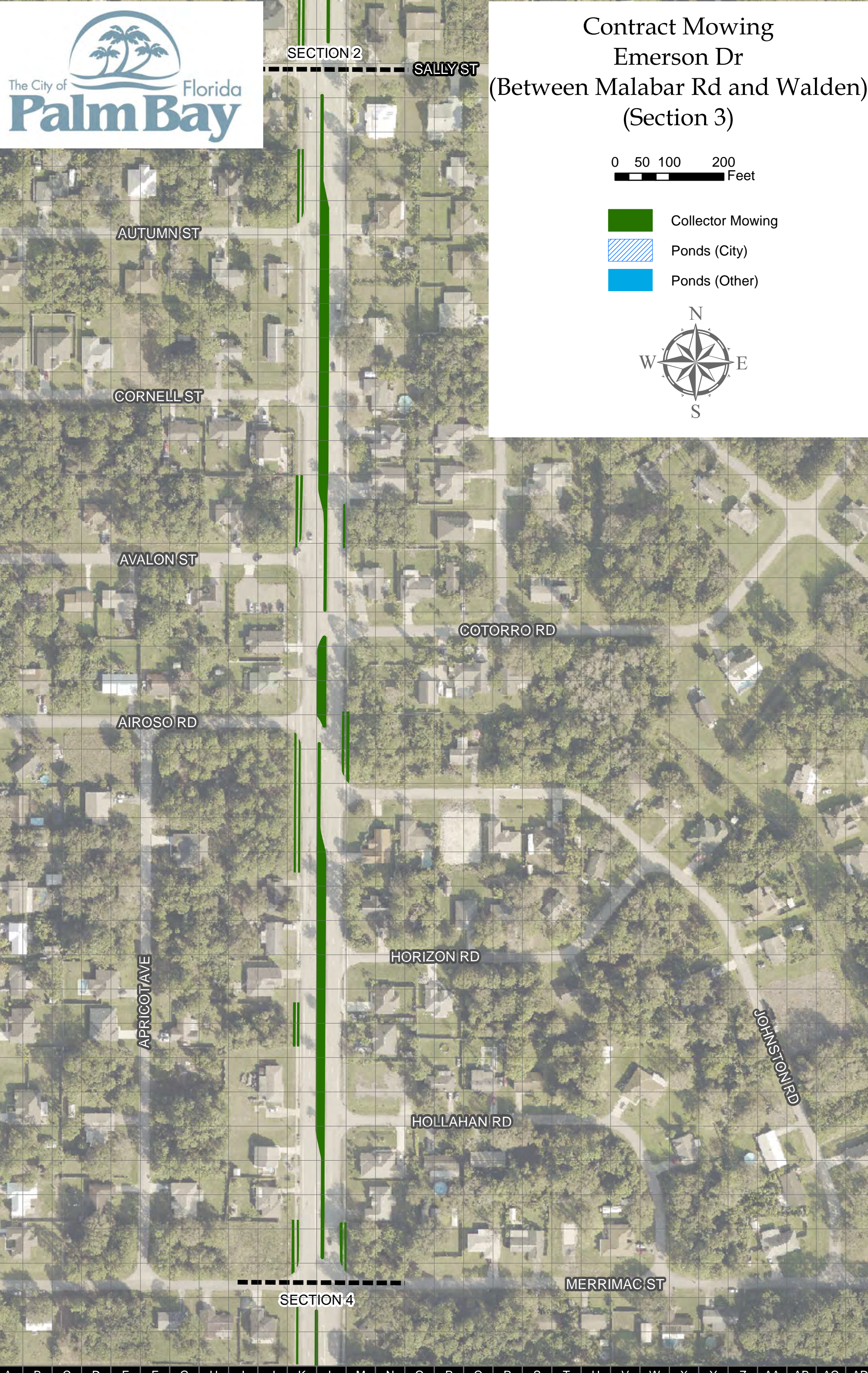
VANTAGE ST



Contract Mowing
Emerson Dr
(Between Malabar Rd and Walden)
(Section 3)



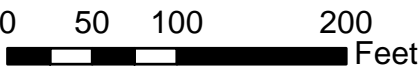
- Collector Mowing
- Ponds (City)
- Ponds (Other)



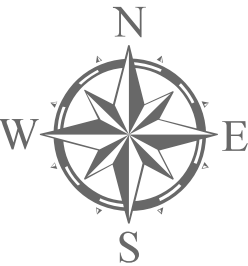


SECTION 3
MERRIMAC ST

Contract Mowing
Emerson Dr
(Between Malabar Rd and Walden)
(Section 4)



- Collector Mowing
- Ponds (City)
- Ponds (Other)



SEVEN CABLES CIR

WACO BLVD

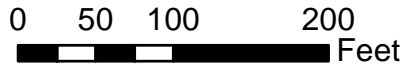
RANDY AVE

ALFORD ST

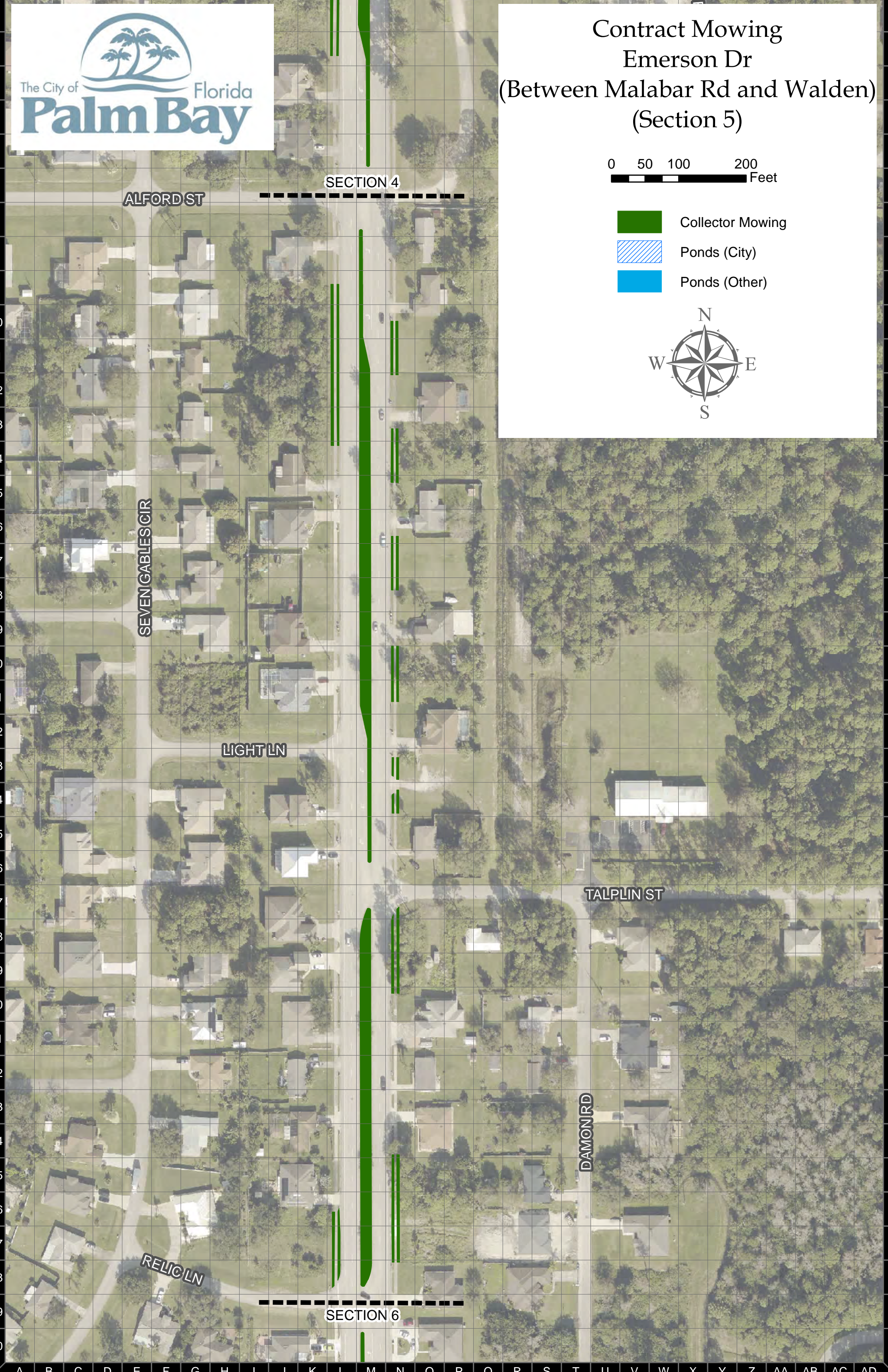
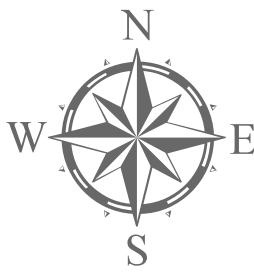
SECTION 5



Contract Mowing
Emerson Dr
(Between Malabar Rd and Walden)
(Section 5)



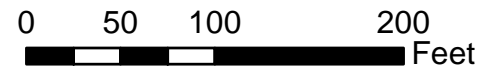
- Collector Mowing
- Ponds (City)
- Ponds (Other)



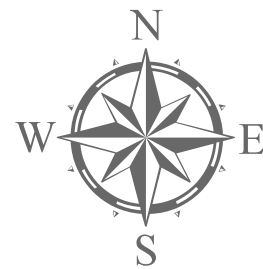


SECTION 5
RELIC LN

Contract Mowing
Emerson Dr
(Between Malabar Rd and Walden)
(Section 6)



- Collector Mowing
- Ponds (City)
- Ponds (Other)



ANDRUS AVE

RALEIGH RD

HATTARASTER

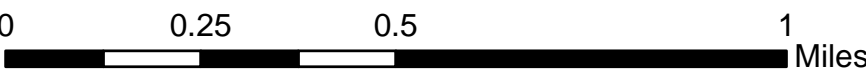
GRAINGER ST

WALDEN BLVD

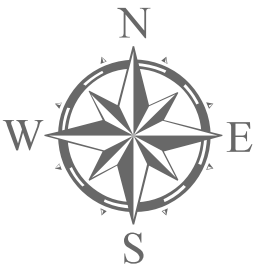


Contract Mowing
US1 (Dixie Hwy)
(Overview)

Total Acreage 16.30
Total Length 21,385 LF



- Collector Mowing
- Ponds (City)
- Ponds (Other)



SECTION 1

SECTION 2

SECTION 3

SECTION 4

SECTION 5

SECTION 6

SECTION 7

SECTION 8

SECTION 9

SECTION 10

SECTION 11

PALM BAY CITY LIMITS

RJ CONLAN BLVD

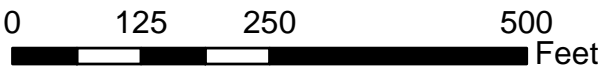
PALM BAY RD

PORT MALABAR BLVD

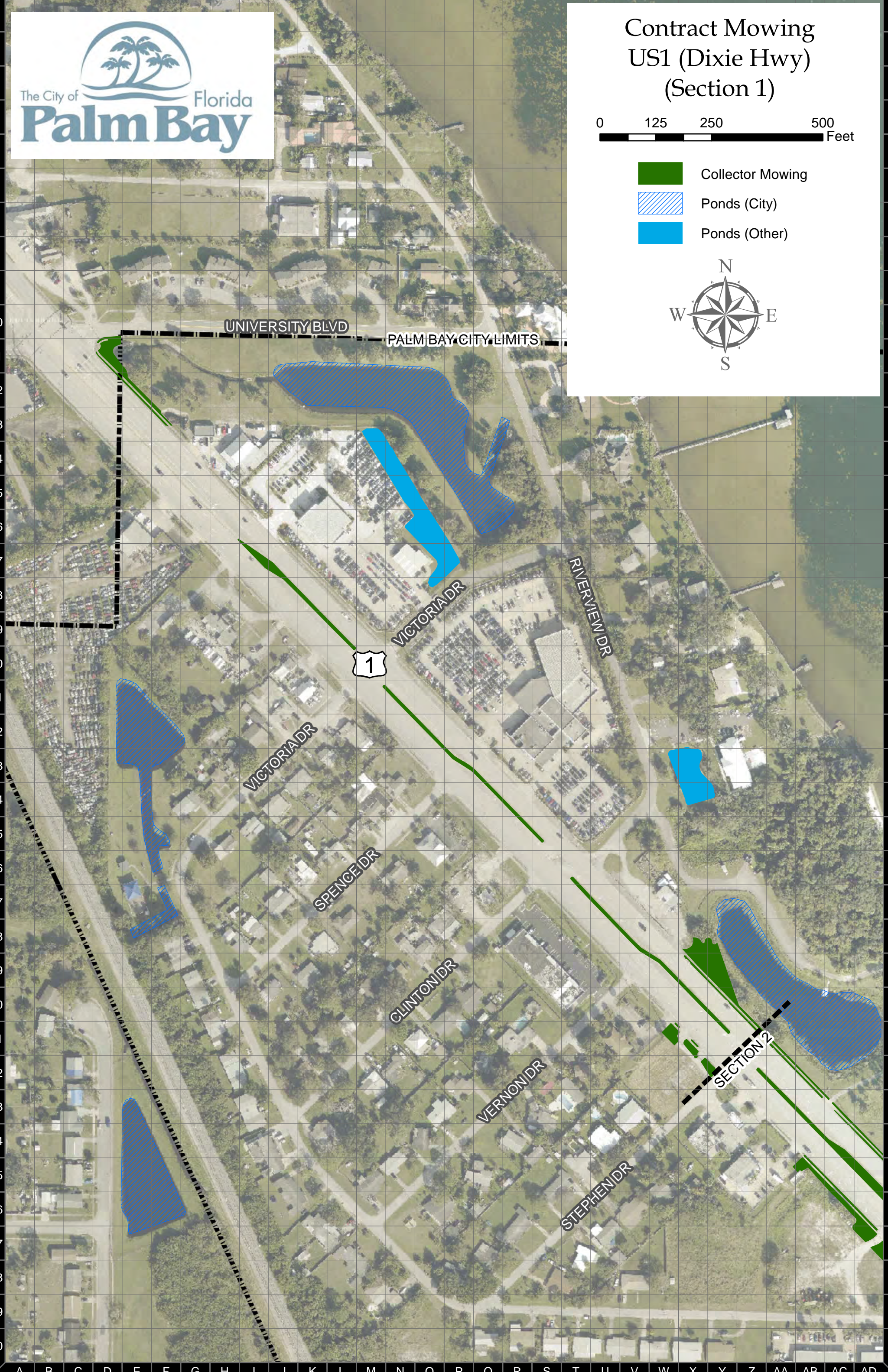
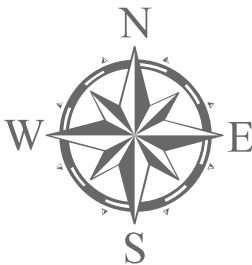
PALM BAY CITY LIMITS



Contract Mowing
US1 (Dixie Hwy)
(Section 1)



- Collector Mowing
- Ponds (City)
- Ponds (Other)

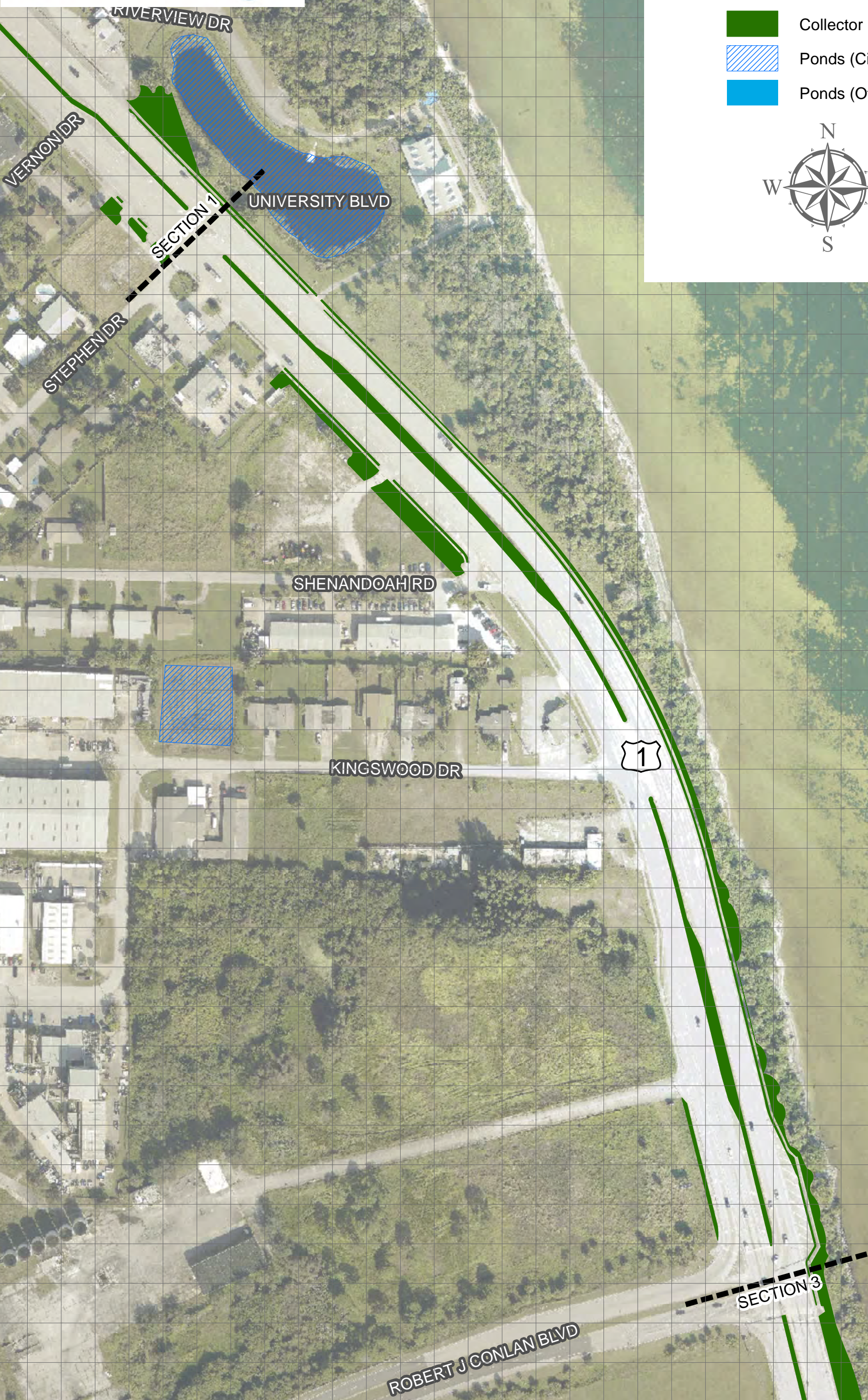
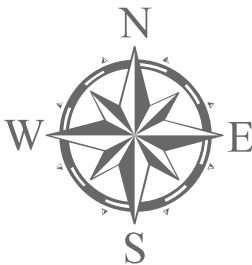




Contract Mowing
US1 (Dixie Hwy)
(Section 2)

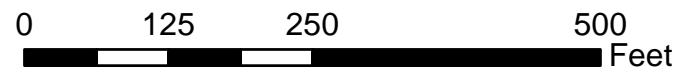


- Collector Mowing
- Ponds (City)
- Ponds (Other)

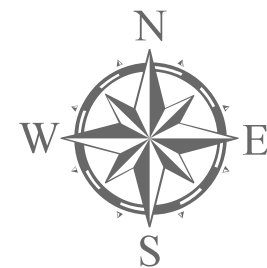




Contract Mowing
US1 (Dixie Hwy)
(Section 3)



- Collector Mowing
- Ponds (City)
- Ponds (Other)



SECTION 2

ROBERT J CONLAN BLVD

BELOW CROWN OR
AT TREE LINE
(TYP)

1

MYERS DR

SECTION 4



Contract Mowing

US1 (Dixie Hwy)

(Section 4)

0125250500

Feet

Collector Mowing

Ponds (City)

Ponds (Other)

N

W

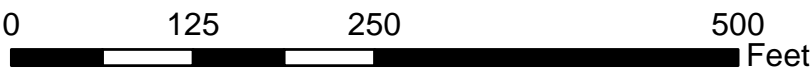
E

S





Contract Mowing
US1 (Dixie Hwy)
(Section 5)



- Collector Mowing
- Ponds (City)
- Ponds (Other)



SECTION 4
HAWATHA AVE

NOKOMIS AVE

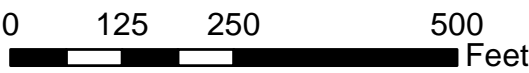


SECTION 6
KIRKLAND RD

ORANGE BLOSSOM TRL



Contract Mowing
US1 (Dixie Hwy)
(Section 6)



- Collector Mowing
- Ponds (City)
- Ponds (Other)



SECTION 5

KIRKLAND RD

BAY BLVD

MOW TO WATERLINE

HESSEY AVE

ORANGE BLOSSOM TRL

PALM BAY RD

WATER DR

POSPISIL AVE

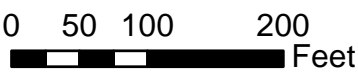
BELOW CROWN OR
AT TREE LINE
(TYP)



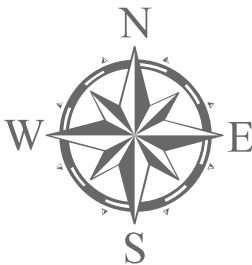
SECTION 7



Contract Mowing
US1 (Dixie Hwy)
(Section 7)



- Collector Mowing
- Ponds (City)
- Ponds (Other)



SECTION 6

LOCKED CHAIN

1

ANGLERS DR

RIDGERD

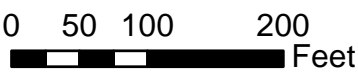
WORTH CT

DEER RUN DR

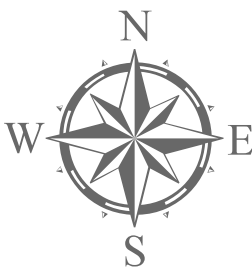
SECTION 8



Contract Mowing
US1 (Dixie Hwy)
(Section 8)



- Collector Mowing
- Ponds (City)
- Ponds (Other)



SECTION 7

DEERUNDR

FLORINRD



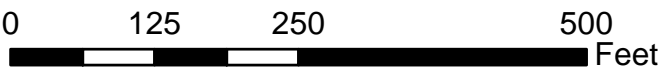
BELOW CROWN OR
AT TREE LINE
(TYP)

SECTION 9

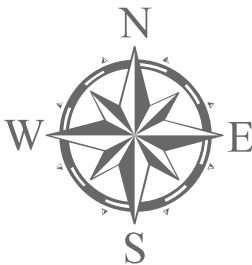
PORT MALABAR BLVD



Contract Mowing
US1 (Dixie Hwy)
(Section 9)



- Collector Mowing
- Ponds (City)
- Ponds (Other)



PORT MALABAR BLVD

SECTION 8

LINWOOD LN

1

BELOW CROWN OR
AT TREE LINE
(TYP)

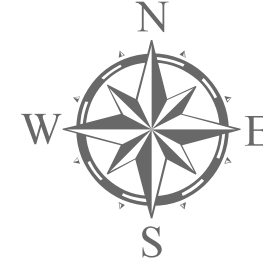
SECTION 10



Contract Mowing US1 (Dixie Hwy) (Section 10)

0 50 100 200 Feet

- Collector Mowing
- Ponds (City)
- Ponds (Other)



BELOW CROWN OR
AT TREE LINE
(TYP)

SECTION 9

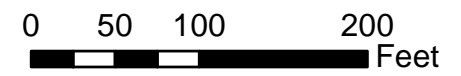
1

SECTION 11

GRAN AVE



Contract Mowing US1 (Dixie Hwy) (Section 11)



- Collector Mowing
- Ponds (City)
- Ponds (Other)



BELOW CROWN OR
AT TREE LINE
(TYP)

SECTION 10

GRAN AVE

1

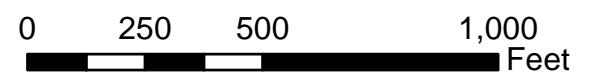
OVERLOOK DR

PALM BAY CITY LIMITS

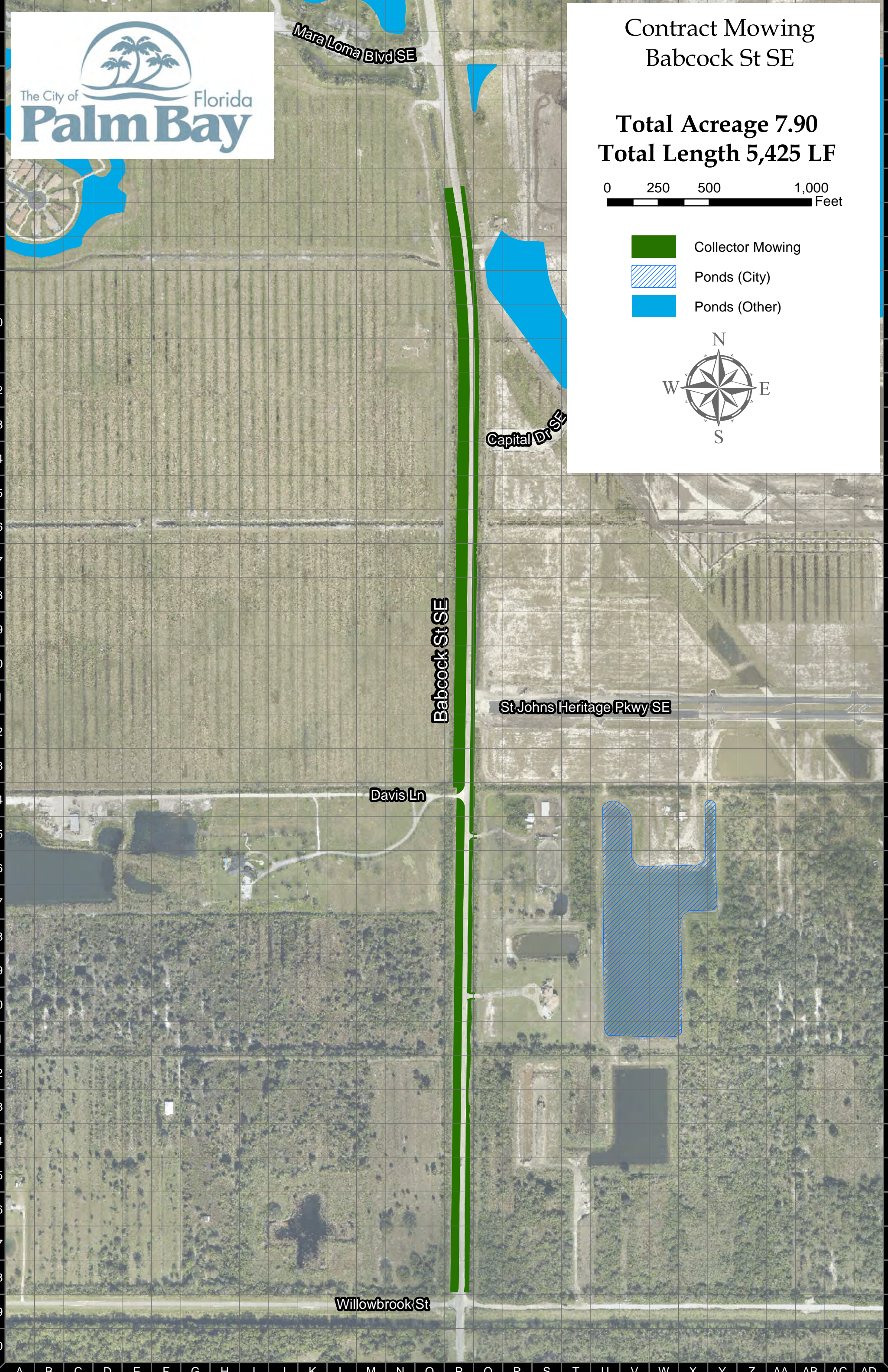
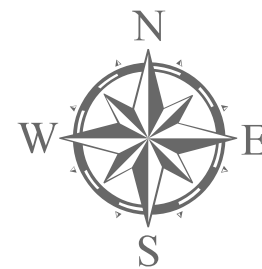


Contract Mowing
Babcock St SE

Total Acreage 7.90
Total Length 5,425 LF



- Collector Mowing
- Ponds (City)
- Ponds (Other)





LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joan Junkala-Brown, Acting City Manager

THRU: Mehul Parekh, Public Works Director; Juliet Misconi, Chief Procurement Officer

DATE: 9/2/2021

RE: Award of Bid: Canal clearing, multiple locations – IFB 57-0-2021 – Public Works Department (Aquatic Control Group, Inc. - \$398,419).

Public Works is responsible for the maintenance of over 105 miles of canals and ditches in the City of Palm Bay. Over the past 30 years, some ditches have fallen outside the City's scope to maintain. Many of these ditches were built with only one access road for maintenance and others were built with no access road for maintenance, subsequently leaving the ditches unmaintainable. Although some overgrown ditches function with the ability to carry the capacity of water they were designed for, others have failed due to erosion and overgrown vegetation on the banks; and others have become a liability during hurricanes to homeowners' property; growing past the City right of way (ROW). The goal of this project is to remove the overgrown vegetation on seven (7) canals, located in the Northwest, Northeast, and Southeast of Palm Bay. At the end of the project a total of 11,525 linear foot of canal banks will be maintainable for in-house forces.

Procurement issued a bid on behalf of the Public Works department. Five (5) bids were received. The Procurement Department staff reviewed the bids for responsiveness. Public Works Department evaluated the bids for responsibility and ability to perform the scope of services. The Department found the lowest responsive bid to be acceptable.

Public Works staff has reviewed the low bidder's Bid, Equipment List and References and is satisfied with the evidence provided by the contractor. Staff recommends Aquatic Control Group, Inc of Miami, Florida for award of IFB #57-0-2021/MS Canal Clearing at 7 Locations for \$398,419.25.

REQUESTING DEPARTMENT:
Public Works, Procurement

FISCAL IMPACT:

The estimated budget for this project was \$500,000.00. Total project award will be \$398,419.25. Funds are available in Canal Maintenance account 461-7083-538-4629.

RECOMMENDATION:

Motion to approve award of IFB #57-0-2021/MS Canal Clearing at 7 Locations to Aquatic Control Group, Inc of

Miami, Florida.

ATTACHMENTS:

Description

57-0-2021 Tabulation

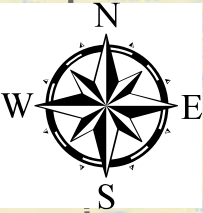
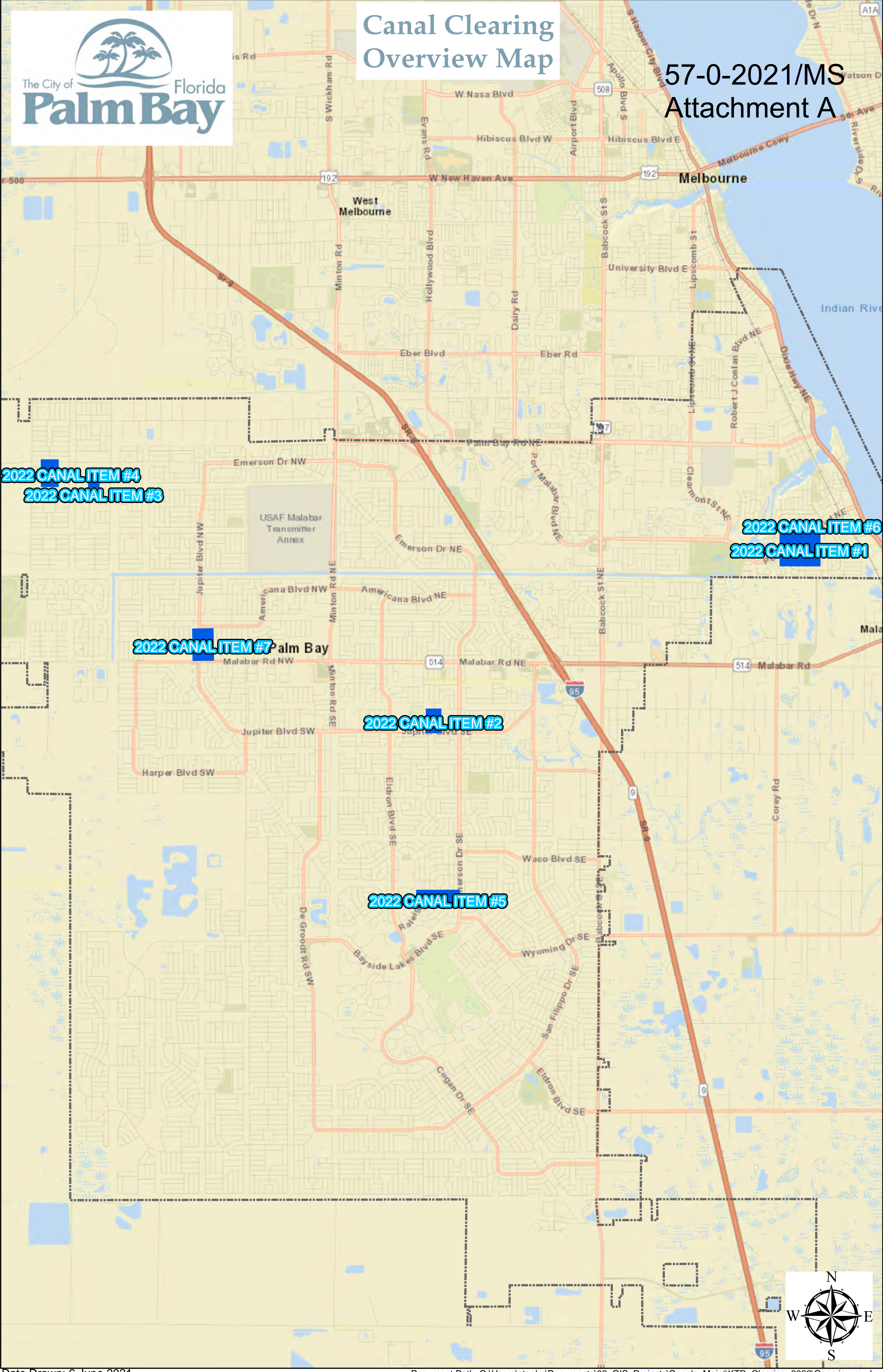
57-0-2021 Attachment A Maps

	IFB #57-0-2021/MS Canal Clearing at 7 Locations			Aquatic Control Group, Inc.	TSI Disaster Recovery, LLC	Danella Construction Corp of FL, Inc	Hartman & Co, Construction
				1501 NW 37 Street	2323 S. Babcock Street	581 Washburn Rd	1556 Coral St.
				Miami, FL 33142	Melbourne, FL 32901	Melbourne, FL 32934	Merritt Island, FL 32952
				305-546-4423	407-891-8005	321-877-4632	321-626-8330
				aquaticplantmgt@gmail.com	info@tsidisaster.com	ccaldwell@danella.com	kehartman@gmail.com
ITEM	ITEM DESCRIPTION	Est. Annual Qty	UOM	Unit Price	Unit Price	Unit Price	Unit Price
1	Canal location: Angle St South-West to Bianca Dr.	1	LS	\$ 74,844.05	\$ 82,270.00	\$ 86,600.00	\$ 116,910.00
2	Canal location: Grandeur St South to Jupiter Blvd.	1	LS	\$ 44,941.00	\$ 32,500.00	\$ 58,500.00	\$ 70,200.00
3	Canal located on the south rear property line of 1453 Kaslo Cir North to the North rear property line of 1447 Kaslo Cir	1	LS	\$ 18,840.65	\$ 81,750.00	\$ 40,875.00	\$ 118,800.00
4	Canal location: Between Jacobin St North to Emerson Dr	1	LS	\$ 45,978.10	\$ 66,500.00	\$ 85,800.00	\$ 101,820.00
5	Canal location: 150 ft North on Emerson Dr from the corner of Emerson Dr and Raleigh Rd.	1	LS	\$ 114,772.40	\$ 126,120.00	\$ 146,080.00	\$ 358,560.00
TOTAL BASE BID AMOUNT				\$299,376.20	\$389,140.00	\$417,855.00	\$766,290.00
6	Canal location: On Bianca Dr between Garden Ter and Rowe St.	1	LS	\$ 32,495.80	\$ 35,720.00	\$ 39,950.00	\$ 50,760.00
7	Canal location: On Jupiter Blvd between Americana Blvd and Carmelite Ave.	1	LS	\$ 66,547.25	\$ 53,900.00	\$ 85,662.50	\$ 103,950.00
TOTAL BID AMOUNT				\$398,419.25	\$478,760.00	\$543,467.50	\$921,000.00



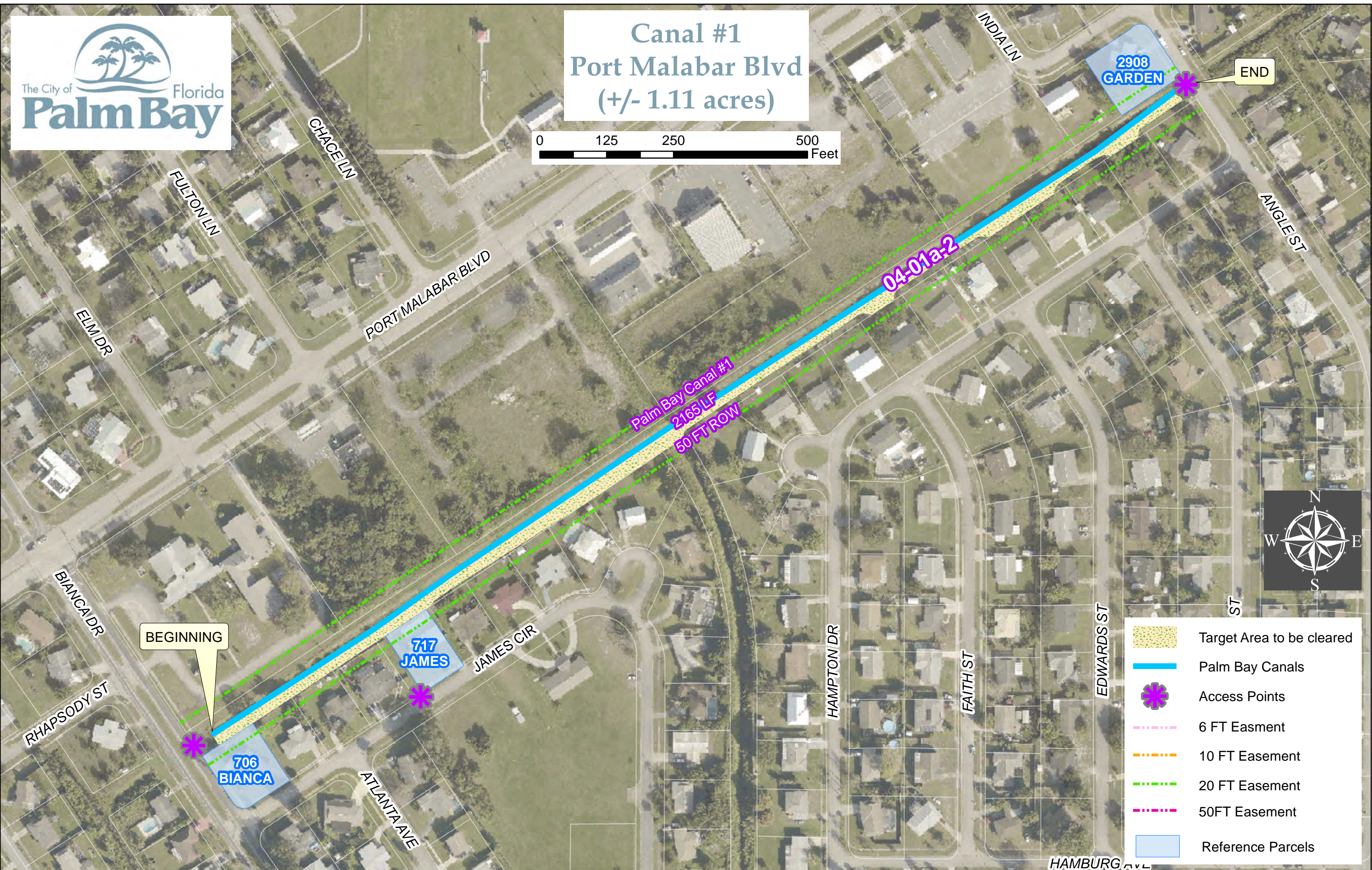
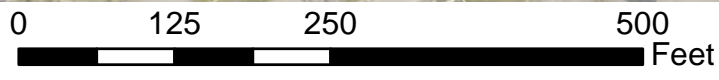
Canal Clearing Overview Map

57-0-2021/MS
Attachment A

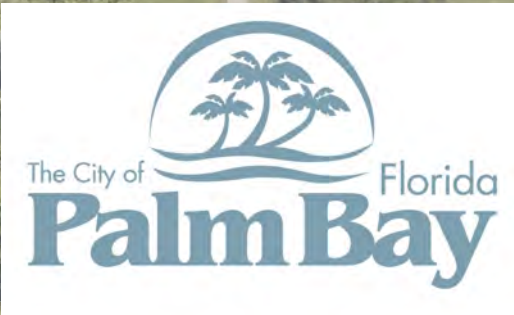




Canal #1
Port Malabar Blvd
(+/- 1.11 acres)

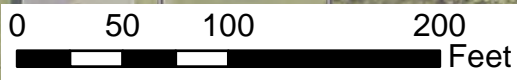


- Target Area to be cleared
- Palm Bay Canals
- Access Points
- 6 FT Easment
- 10 FT Easement
- 20 FT Easement
- 50FT Easement
- Reference Parcels



BEGINNING

Canal #2
Charlotta Ave
(+/- 0.48 acres)



09-01a-3

Palm Bay Canal #2

1300 LF

50 FT ROW

406
CHARLOTTA

442
CHARLOTTA

498
CHARLOTTA

ELLINGTON AVE

CHARLOTTA AVE

GRANDEUR ST

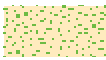
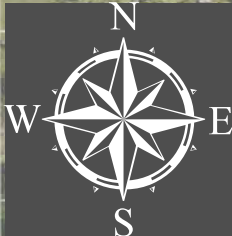
CAMPBELL ST

DUPRE ST

KODIAC AVE

JUPITER BLVD

END



Target Area to be cleared



Palm Bay Canals



Access Points



6 FT Easement



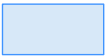
10 FT Easement



20 FT Easement



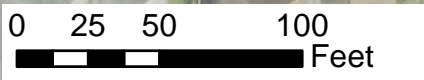
50FT Easement



Reference Parcels



Canal #3
Jacobin St
(+/- 0.35 acres)



END

44-04a

Palm Bay Canal #3

545 LF

50 FT ROW

1447
KASLO

KASLO CIR

1453
KASLO

BEGINNING



1591
JACOBIN

Jacobin St



Target Area to be cleared



Palm Bay Canals



Access Points



6 FT Easement



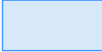
10 FT Easement



20 FT Easement



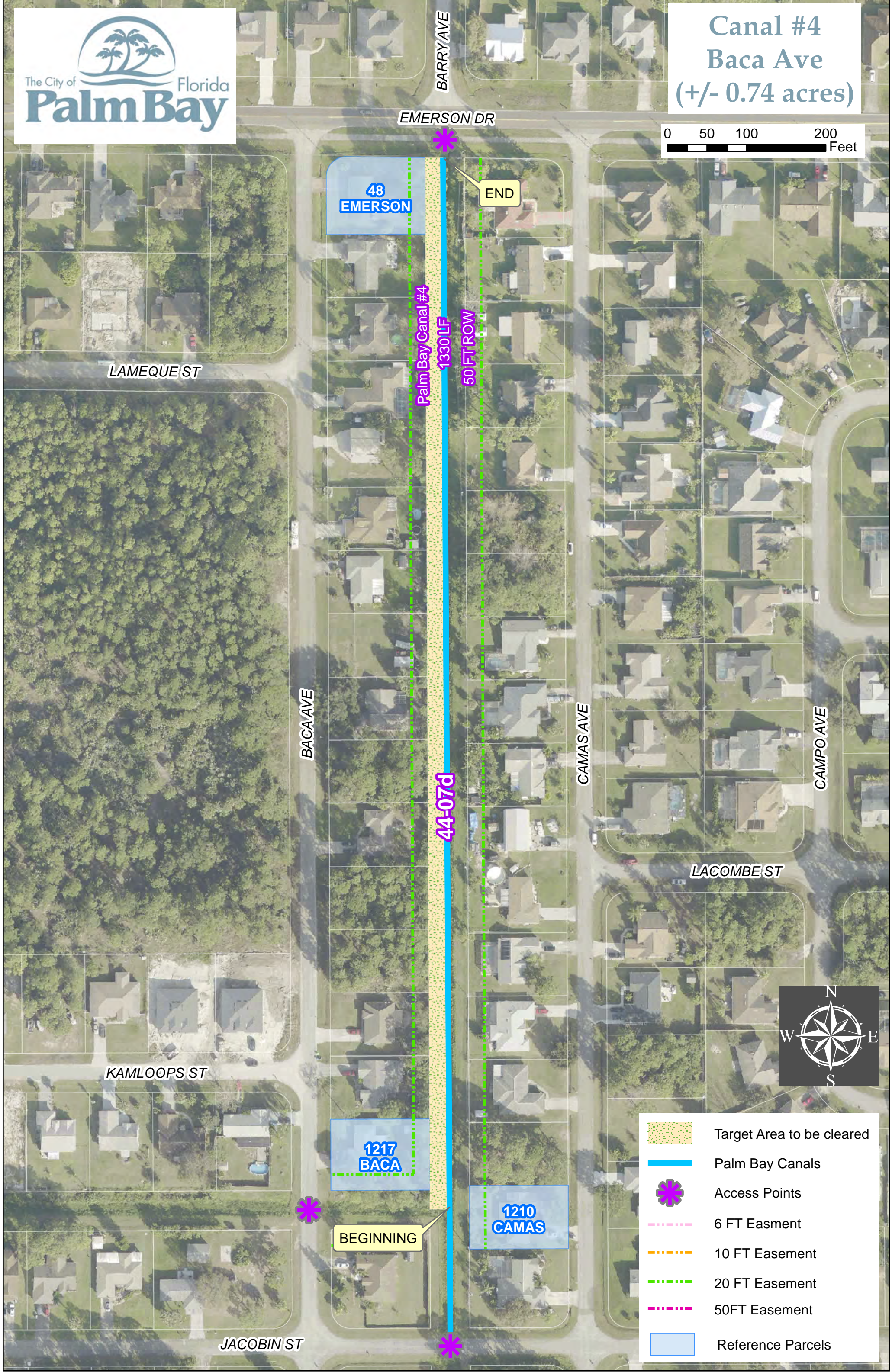
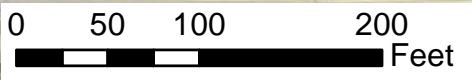
50FT Easement



Reference Parcels

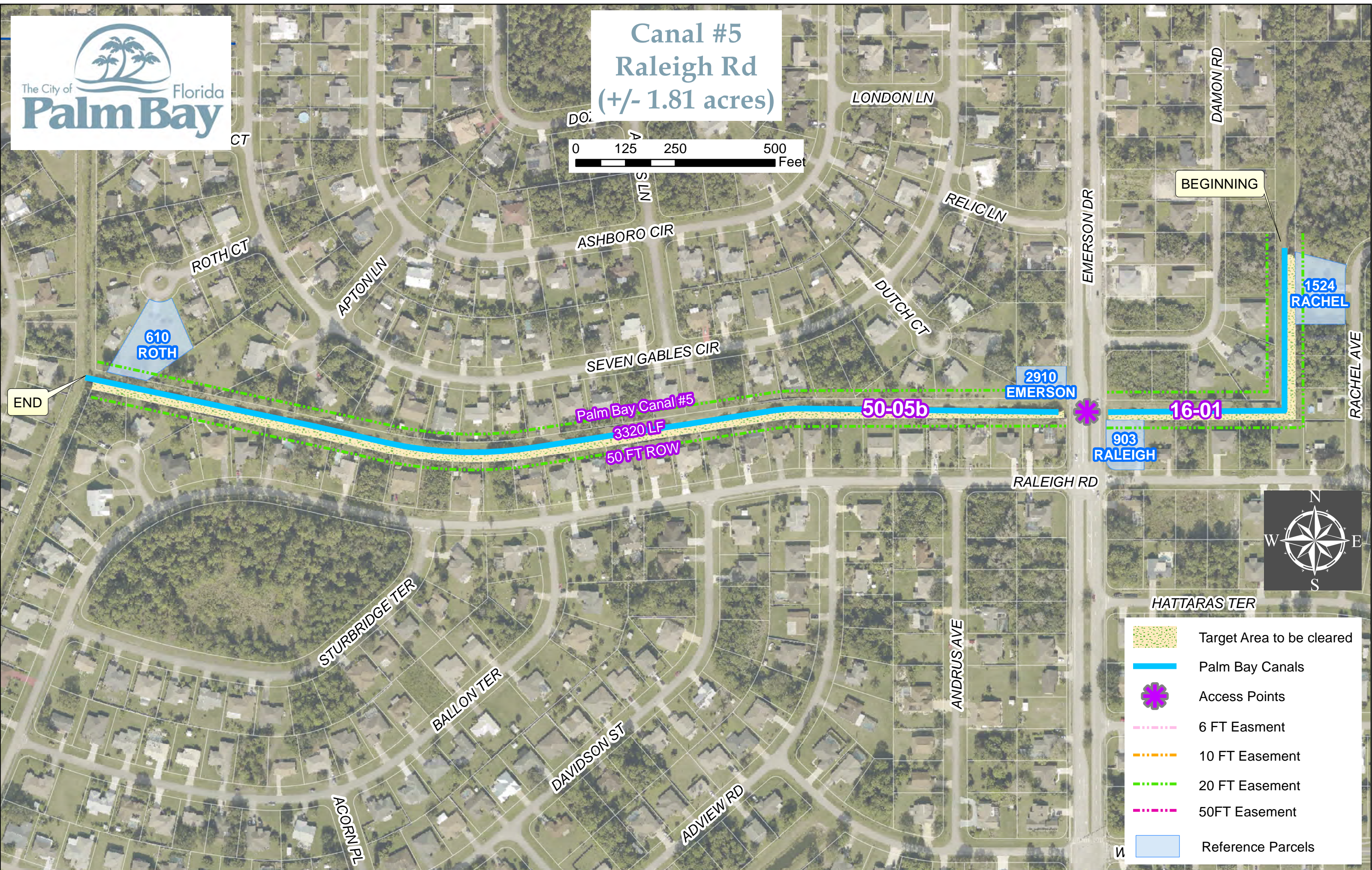
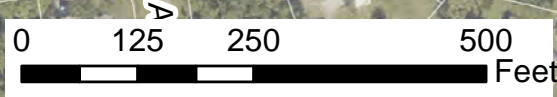


Canal #4
Baca Ave
(+/- 0.74 acres)





Canal #5
Raleigh Rd
(+/- 1.81 acres)



END

BEGINNING

Palm Bay Canal #5
3320 LF
50 FT ROW

50-05b

16-01

1524
RACHEL

610
ROTH

2910
EMERSON

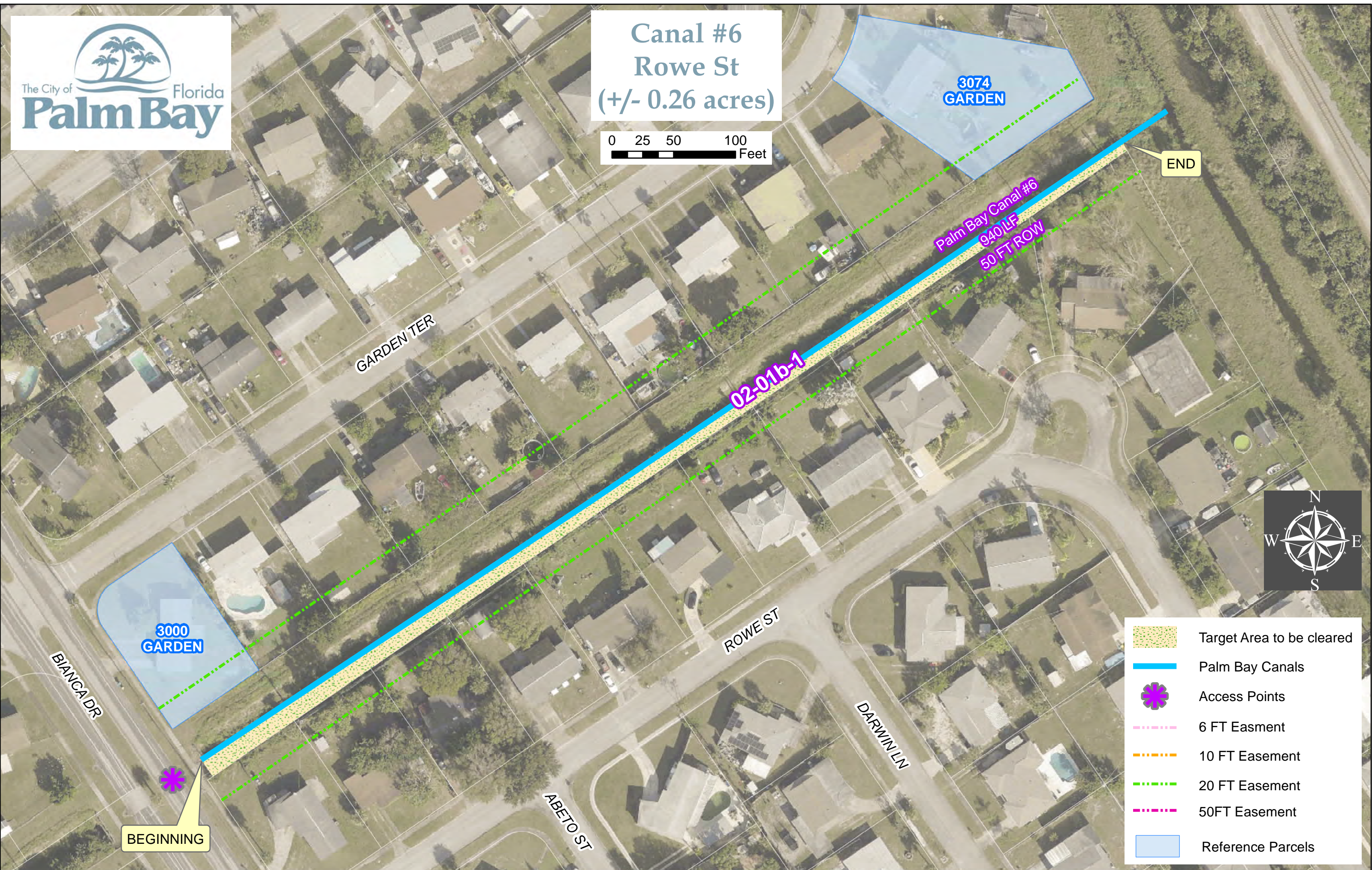
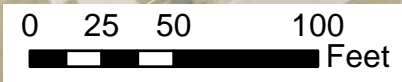
903
RALEIGH



- Target Area to be cleared
- Palm Bay Canals
- Access Points
- 6 FT Easement
- 10 FT Easement
- 20 FT Easement
- 50FT Easement
- Reference Parcels



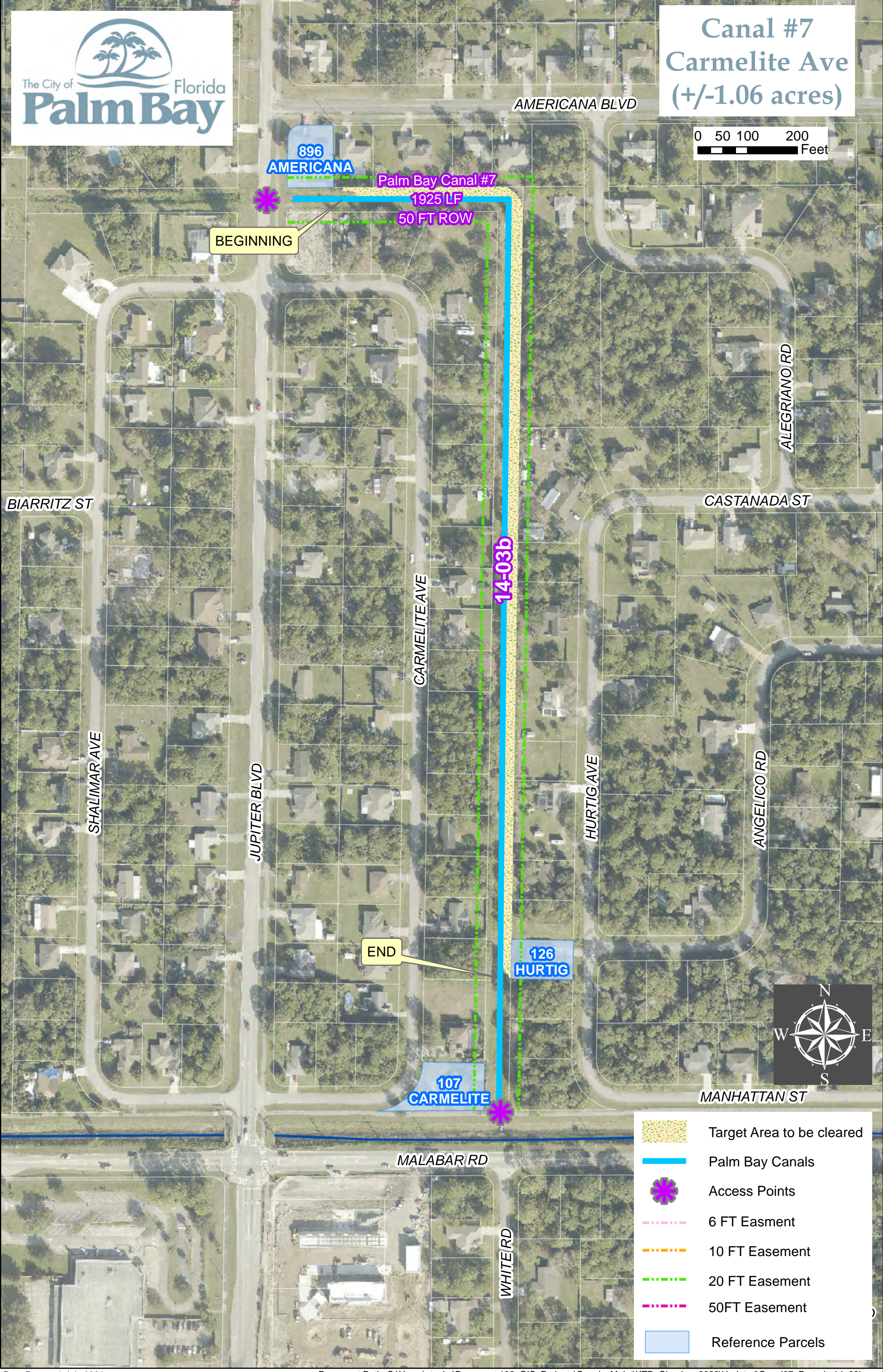
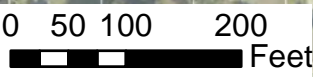
Canal #6
Rowe St
(+/- 0.26 acres)



- Target Area to be cleared
- Palm Bay Canals
- Access Points
- 6 FT Easment
- 10 FT Easment
- 20 FT Easment
- 50FT Easment
- Reference Parcels



Canal #7
Carmelite Ave
(+/-1.06 acres)



BEGINNING

END



- Target Area to be cleared
- Palm Bay Canals
- Access Points
- 6 FT Easement
- 10 FT Easement
- 20 FT Easement
- 50FT Easement
- Reference Parcels



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joan Junkala-Brown, Acting City Manager

THRU: Charleena Cox, Human Resources, Juliet Misconi, Chief Procurement Officer

DATE: 9/2/2021

RE: Award of Proposal: Group vision and hearing discount services – RFP 48-0-2021 – Human Resources Department (EyeMed Vision Care, LLC – estimated \$71,169, employee paid).

At the request of the Human Resources Department, the Procurement Department solicited proposals on behalf of the City for Group Vision and Hearing Discount Services. The vision plan benefit provides employee and covered dependents with annual eye exams, eyeglass lenses and frames and contacts with allowances or co-pays dependent upon network of provider. There is also a hearing care component that allows up to 64% discount off hearing aids, an extended warranty and free batteries.

Five (5) proposals were received. The Procurement Department staff reviewed the proposals for responsiveness. The proposals were evaluated by a committee consisting of qualified staff from the Human Resources and Police departments, with assistance from the City's contracted benefits consultant and Broker of Record, the Gehring Group. The Gehring Group provided a detailed analysis of each submittal, attached; and the team reviewed each submittal for non-price factors such as Summary of Qualifications, Technical Proposal, Vision Plan Design and Vision Network. Points for cost were determined by the Procurement Department. See attached Scoring-Ranking form. The Evaluation Team recommended EyeMed and the HR Director recommended negotiating with the highest ranked firm to incorporate the Eye360 plan.

EyeMed offered an alternate proposal called Eye360 which provides enhanced benefits when members visit a PLUS provider which is a select group of providers in the EyeMed network, including independent, retail and online options. Eye360 offers a \$0 copay for eye exams and an additional \$50 frame allowance. The Gehring Group was able to negotiate with EyeMed to match the rates for these enhanced benefits with the rates to match the current plan (a 4.1% savings).

Staff is recommending award of Group Vision and Hearing Discount Services to EyeMed Vision Care, LLC out of Mason, Ohio as the top-ranked vendor for award. EyeMed has offered an initial 36 month rate guarantee. The effective date of the coverage will be January 1, 2022, through December 31, 2024, with two (2) optional one year renewal periods for a total contract period not to exceed sixty (60) months, with the final term determined as part of the City's negotiations.

REQUESTING DEPARTMENT:

Finance, Procurement, Human Resources

FISCAL IMPACT:

Based on current enrollment and rates proposed by the recommended provider, the annual premium cost of Vision insurance benefits for plan years 2022, 2023 and 2024 is \$71,168.76 each year, which is 100% employee paid through payroll deductions. Actual premiums will vary based on employee enrollment. Funding is budgeted in account 513-2531-519-45-08.

RECOMMENDATION:

Motion to award RFP# 48-0-2021/SZ, Group Vision and Hearing to EyeMed Vision Care, LLC in Mason, Ohio and authorize staff to negotiate a final agreement. Council approval is requested to establish a thirty-six (36) month term contract, renewable by the Procurement Department for two (2) additional twelve (12) month terms.

ATTACHMENTS:**Description**

List of Submitting Carriers

Proposal Analysis - The Gehring Group

Scoring - Ranking Form



RFP #48-0-2021/SZ
GROUP VISION AND HEARING DISCOUNT SERVICES

The opening for RFP #48-0-2021/SZ was held at 10:00 a.m., Wednesday, June 16, 2021.

Staff Present:

Susan Ziegler – Procurement Agent I
Matthew Smith – Procurement Agent II

THE FOLLOWING COMPANIES SUBMITTED PROPOSALS:

AVESUS INC.

10400 North 25th Ave, Suite 200
Phoenix, AZ 85021
Phone: 813-417-8145
Kiford@avesis.com

EYEMED VISION CARE

4000 Luxottica Place
Mason, OH 45040
Phone: 513-765-4560
acapano@eyemed.com

**HUMANA INSURANCE COMPANY
dba Humana**

1100 Employers Boulevard
De Pere, WI 54115
Phone: 502-476-7176
lnolan@humana.com

**METROPOLITAN LIFE INSURANCE
COMPANY dba MetLife**

200 Park Ave
New York, NY 10166
Phone: 813-895-9092
acook51@metlife.com

**NATIONAL VISION ADMINISTRATORS
LLC**

1200 Route 46 West
Clifton, NJ 07013
Phone: 973-574-2437
dkarlin@e-nva.com

City of Palm Bay RFP Evaluation

48-0-2021 Group Vision Insurance

July 12, 2021



Vision RFP Evaluation

City of Palm Bay
Voluntary Vision Evaluation
Effective Date: January 1, 2022

		Current	Renewal		Renewal Alternative		
SCHEDULE OF BENEFITS		EyeMed		EyeMed		EyeMed	
Network		Insight		Insight		Insight	
		In Network	Non Network	In Network	Non Network	In Network	Non Network
Eye Exam		\$10	Up to \$40	\$10	Up to \$40	\$0 Plus Provider	Up to \$40
Retinal Imaging		Up to \$39	Not Covered	Up to \$39	Not Covered	\$10 Other Providers	Up to \$40
Contact Lens Exam (Standard Fit/Follow-up)		Up to \$55	Not Covered	Up to \$40	Not Covered	Up to \$39	Not Covered
Frequency of Services							
Examination		12 Months		12 Months		12 Months	
Lenses		12 Months		12 Months		12 Months	
Frames		12 Months		12 Months		12 Months	
Contact Lenses		12 Months		12 Months		12 Months	
Lenses		Copay	Reimbursement	Copay	Reimbursement	Copay	Reimbursement
Single		\$10	Up to \$30	\$10	Up to \$30	\$10	Up to \$30
Bifocal		\$10	Up to \$50	\$10	Up to \$50	\$10	Up to \$50
Trifocal		\$10	Up to \$70	\$10	Up to \$70	\$10	Up to \$70
Lenticular		\$10	Up to \$70	\$10	Up to \$70	\$10	Up to \$70
Standard Progressive		\$75	Up to \$50	\$75	Up to \$50	\$75	Up to \$50
Polycarbonate (up to age 19)		\$40	Not Covered	\$40	Not Covered	\$40	Not Covered
Frames							
Retail		\$120 Allowance, then 20% discount	Up to \$84	\$120 Allowance, then 20% discount	Up to \$84	\$170 Allowance Plus Provider or \$120 Allowance, then 20% discount	Up to \$84
Contact Lenses		In lieu of eyeglasses		In lieu of eyeglasses		In lieu of eyeglasses	
Conventional		\$120 Allowance, then 15% discount	Up to \$120	\$120 Allowance, then 15% discount	Up to \$120	\$120 Allowance, then 15% discount	Up to \$120
Disposable		\$120 Allowance	Up to \$120	\$120 Allowance	Up to \$120	\$120 Allowance	Up to \$120
Non-Elective		No Charge	Up to \$210	No Charge	Up to \$210	No Charge	Up to \$210
Rate Guarantee		Expires 12/31/2021		Expires 12/31/2025		Expires 12/31/2025	
Participation Requirements		N/A		N/A		N/A	
Monthly Rates		Current Rate		Rate Change Amount		Rate with Eye360 Change Amount	
Employee	245	\$6.30		\$6.30 \$0.00		\$6.56 \$0.26	
Employee + One	133	\$11.97		\$11.97 \$0.00		\$12.46 \$0.49	
Employee + Family	159	\$17.58		\$17.58 \$0.00		\$18.31 \$0.73	
Monthly Premium	537	\$5,931		\$5,931		\$6,176	
Annual Premium		\$71,169		\$71,169		\$74,108	
\$ Increase / Decrease		-		\$0		\$2,939	
% Increase / Decrease		-		0.0%		4.1%	
Monthly Rates — Eyeglasses and Contacts in Same Benefit Period							
Employee	245	Not Applicable		Not Proposed		Not Proposed	
Employee + One	133						
Employee + Family	159						
Monthly Premium	537						
Annual Premium							
\$ Increase / Decrease							
% Increase / Decrease							

City of Palm Bay
Voluntary Vision Evaluation
Effective Date: January 1, 2022

		Current	Alternate #1	Alternate #2
SCHEDULE OF BENEFITS		EyeMed	Avēsis	Humana
Network		Insight	Avēsis Vision	Humana Insight
		In NetworkNon Network	In NetworkNon Network	In NetworkNon Network
Eye Exam		\$10Up to \$40	\$10Up to \$35	\$10Up to \$40
Retinal Imaging		Up to \$39Not Covered	Up to \$39Not Covered	Up to \$39Not Covered
Contact Lens Exam (Standard Fit/Follow-up)		Up to \$55Not Covered	Up to \$50Not Covered	Up to \$40Not Covered
Frequency of Services				
Examination		12 Months	12 Months	12 Months
Lenses		12 Months	12 Months	12 Months
Frames		12 Months	12 Months	12 Months
Contact Lenses		12 Months	12 Months	12 Months
Lenses		CopayReimbursement	CopayReimbursement	CopayReimbursement
Single		\$10Up to \$30	\$10Up to \$25	\$10Up to \$30
Bifocal		\$10Up to \$50	\$10Up to \$40	\$10Up to \$50
Trifocal		\$10Up to \$70	\$10Up to \$50	\$10Up to \$70
Lenticular		\$10Up to \$70	\$10Up to \$80	\$10Up to \$100
Standard Progressive		\$75Up to \$50	\$75Up to \$40	\$15Up to \$40
Polycarbonate (up to age 19)		\$40Not Covered	No ChargeUp to \$10	\$40Not Covered
Frames				
Retail		\$120 Allowance, then 20% discountUp to \$84	\$120 Allowance, then 20% discountUp to \$45	\$120 Allowance, then 20% discountUp to \$84
Contact Lenses		In lieu of eyeglasses	In lieu of eyeglasses	In lieu of eyeglasses
Conventional		\$120 Allowance, then 15% discountUp to \$120	\$120 Allowance, then 10% discountUp to \$102	\$120 Allowance, then 15% discountUp to \$120
Disposable		\$120 AllowanceUp to \$120	\$120 AllowanceUp to \$102	\$120 AllowanceUp to \$120
Non-Elective		No ChargeUp to \$210	No ChargeUp to \$250	No ChargeUp to \$210
Rate Guarantee		Expires 12/31/2021	Expires 12/31/2023	Expires 12/31/2023
Participation Requirements		N/A	N/A	N/A
Monthly Rates		Current Rate	RateChange Amount	RateChange Amount
Employee	245	\$6.30	\$5.92(\$0.38)	\$5.41(\$0.89)
Employee + One	133	\$11.97	\$11.25(\$0.72)	\$10.27(\$1.70)
Employee + Family	159	\$17.58	\$17.31(\$0.27)	\$15.08(\$2.50)
Monthly Premium	537	\$5,931	\$5,699	\$5,089
Annual Premium		\$71,169	\$68,387	\$61,069
\$ Increase / Decrease		-	(\$2,781)	(\$10,100)
% Increase / Decrease		-	(3.9%)	(14.2%)
Monthly Rates — Eyeglasses and Contacts in Same Benefit Period			RateDifference in Proposed Rates	RateDifference in Proposed Rates
Employee	245	Not Applicable	\$6.74\$0.82	\$6.72\$1.31
Employee + One	133		\$12.83\$1.58	\$12.78\$2.51
Employee + Family	159		\$19.73\$2.42	\$18.73\$3.65
Monthly Premium	537		\$6,495	\$6,324
Annual Premium			\$77,937	\$75,891
\$ Increase / Decrease			\$6,768	\$4,722
% Increase / Decrease			9.5%	6.6%

City of Palm Bay
Voluntary Vision Evaluation
Effective Date: January 1, 2022

		Current	Alternate #3	Alternate #4
SCHEDULE OF BENEFITS		EyeMed	MetLife	NVA
Network		Insight	Superior Vision	NVA Eye Care Professional
		In NetworkNon Network	In NetworkNon Network	In NetworkNon Network
Eye Exam		\$10Up to \$40	\$10Up to \$45	\$10Up to \$40
Retinal Imaging		Up to \$39Not Covered	Up to \$39Not Covered	\$39Not Covered
Contact Lens Exam (Standard Fit/Follow-up)		Up to \$55Not Covered	\$30Not Covered	\$20\$20
Frequency of Services				
Examination		12 Months	12 Months	12 Months
Lenses		12 Months	12 Months	12 Months
Frames		12 Months	12 Months	12 Months
Contact Lenses		12 Months	12 Months	12 Months
Lenses		CopayReimbursement	CopayReimbursement	CopayReimbursement
Single		\$10Up to \$30	\$10Up to \$30	\$10Up to \$30
Bifocal		\$10Up to \$50	\$10Up to \$50	\$10Up to \$50
Trifocal		\$10Up to \$70	\$10Up to \$65	\$10Up to \$70
Lenticular		\$10Up to \$70	\$10Up to \$100	\$10Up to \$70
Standard Progressive		\$75Up to \$50	\$55Up to \$65	\$50Up to \$50
Polycarbonate (up to age 19)		\$40Not Covered	\$10Not Covered	\$25 / \$30 for Single / MultifocalNot Covered
Frames				
Retail		\$120 Allowance, then 20% discountUp to \$84	\$145 Allowance Preferred Providers or \$120 Allowance, then 30% discountUp to \$55	\$120 Allowance, then 20% discountUp to \$84
Contact Lenses		In lieu of eyeglasses	In lieu of eyeglasses	In lieu of eyeglasses
Conventional		\$120 Allowance, then 15% discountUp to \$120	\$120 Allowance, then 20% discountUp to \$90	\$120 Allowance, then 15% discountUp to \$120
Disposable		\$120 AllowanceUp to \$120	\$120 Allowance, then 10% discountUp to \$90	\$120 Allowance, then 10% discountUp to \$120
Non-Elective		No ChargeUp to \$210	No ChargeUp to \$210	No ChargeUp to \$210
Rate Guarantee		Expires 12/31/2021	Expires 12/31/2025	Expires 12/31/2025
Participation Requirements		N/A	10 enrolled	51 enrolled
Monthly Rates		Current Rate	RateChange Amount	RateChange Amount
Employee	245	\$6.30	\$5.21(\$1.09)	\$4.96(\$1.34)
Employee + One	133	\$11.97	\$9.91(\$2.06)	\$9.43(\$2.54)
Employee + Family	159	\$17.58	\$14.55(\$3.03)	\$13.85(\$3.73)
Monthly Premium	537	\$5,931	\$4,908	\$4,672
Annual Premium		\$71,169	\$58,895	\$56,058
\$ Increase / Decrease		-	(\$12,274)	(\$15,110)
% Increase / Decrease		-	(17.2%)	(21.2%)
Monthly Rates — Eyeglasses and Contacts in Same Benefit Period				
Employee	245	Not Applicable	Not Proposed	Not Proposed
Employee + One	133			
Employee + Family	159			
Monthly Premium	537			
Annual Premium				
\$ Increase / Decrease				
% Increase / Decrease				

Vision Network RFP Evaluation

City of Palm Bay
 Geo Access Summary - **Vision**
 Effective Date: January 1, 2022

		Current	Alternate #1	Alternate #2	Alternate #3	Alternate #4
		EyeMed	Avēsis	Humana	MetLife	NVA
		Insight	Avēsis Vision	Humana Insight	Superior Vision	NVA Eye Care Professional
Employees with Access to at Least 1 Providers within 10 Miles	# Total Number of Participating Unique Providers	Information Not Provided	30,472	37,889	40,502	93,893
	# Total Number of Participating Unique Locations	Information Not Provided	18,692	25,402	25,348	20,884
	# Total Access Points	119,685	105,051	120,195	117,528	93,893
	% Percentage of employees with desired access	98.2%	99.5%	99.4%	100.0%	99.7%
	Average distance in miles with desired access	5.0	3.1	3.4	1.9	3.4

City of Palm Bay
Vision Retail Chain Providers
Effective Date: January 1, 2022

	Current	Alternate #1	Alternate #2	Alternate #3	Alternate #4
Retail Location	EyeMed	Avēsis	Humana	MetLife	NVA
	Insight	Avēsis Vision	Humana Insight	Superior Vision	NVA Eye Care Professional
America's Best	✓	✓	✓	✓	✓
BJ's Optical				✓	
Costco		✓		✓	
Eyeglass World	✓	✓	✓	✓	✓
For Eyes Optical	✓	✓	✓	✓	✓
LensCrafters	✓ <i>Plus Provider</i>		✓	✓	✓
MyEyeDr	✓	✓	✓	✓	✓
Optical Outlets					✓
Pearle Vision	✓ <i>Plus Provider</i>	✓	✓	✓	✓
Sam's Club		✓		✓	✓
Target Optical	✓ <i>Plus Provider</i>	✓	✓	✓	✓
VisionWorks		✓		✓	✓
Walmart		✓		✓	✓

Sorted By:

No.	Provider Name	City	State	Claims	EyeMed	Avēsis	Humana	MetLife	NVA
1	LENSCRAFTERS	MELBOURNE	FL	68	Yes	No	Yes	Yes	Yes
2	EYEGLOSS WORLD	MELBOURNE	FL	64	Yes	Yes	Yes	Yes	Yes
3	ALLEN, CHRISTOPHER O.D.	PALM BAY	FL	45	Yes	No	Yes	Yes	No
4	TANKE, WILLIAM O.D.	MELBOURNE	FL	38	Yes	No	Yes	Yes	No
5	BEST5335, AMERICAS OPT.	MELBOURNE	FL	35	Yes	Yes	Yes	Yes	Yes
6	SORENSEN, KEVIN O.D.	PALM BAY	FL	30	Yes	Yes	Yes	No	No
7	DIMMICK, TODD O.D.	MELBOURNE	FL	29	Yes	No	Yes	No	No
8	GROFIK, MICHAEL O.D.	MELBOURNE	FL	28	Yes	Yes	Yes	Yes	Yes
9	ESTRADA, MIGUEL O.D.	MELBOURNE	FL	27	Yes	Yes	Yes	Yes	Yes
10	MARKLE, JAMES O.D.	MELBOURNE	FL	26	Yes	No	Yes	Yes	Yes
11	VINCENT, ZENFIRA O.D.	MELBOURNE	FL	24	Yes	Yes	Yes	Yes	Yes
12	20/20 EYEGLOSS SUPER STORE	MELBOURNE	FL	20	Yes	No	Yes	Yes	Yes
13	NABERHAUS, GREGORY O.D.	MELBOURNE	FL	20	Yes	No	Yes	No	No
14	HERMIDA, RAYMOND O.D.	MELBOURNE	FL	16	Yes	Yes	Yes	Yes	No
15	CROMER, DANNHI O.D.	MELBOURNE	FL	16	Yes	No	Yes	Yes	No
16	COLLINS, LESLIE O.D.	MELBOURNE	FL	13	Yes	No	Yes	No	No
17	CONTACTS DIRECT	MASON	OH	10	Yes	No	Yes	Yes	No
18	SORENSEN, HEATHER O.D.	PALM BAY	FL	8	Yes	Yes	Yes	No	No
19	LENSCRAFTERS	VERO BEACH	FL	8	Yes	No	Yes	Yes	Yes
20	LOCKE, JEFFERY O.D.	MELBOURNE	FL	8	Yes	No	Yes	No	No
21	LENSCRAFTERS RX ECOMM	MASON	OH	8	Yes	No	Yes	Yes	Yes
22	LEON, MICHAEL O.D.	MELBOURNE	FL	7	Yes	No	Yes	No	No
23	LOAR, JENNIFER O.D.	SEBASTIAN	FL	7	Yes	Yes	Yes	Yes	No
24	1-800 CONTACTS INC	DRAPER	UT	6	No	No	No	Yes	No
25	AMERICAS BEST	MELBOURNE	FL	6	Yes	Yes	Yes	Yes	Yes
26	RIEHL, WILLIAM O.D.	MELBOURNE	FL	6	Yes	No	Yes	Yes	No
27	CALHOUN, KENNETH O.D.	MELBOURNE	FL	6	Yes	Yes	Yes	Yes	Yes
28	PEARLE VISION	MELBOURNE	FL	5	Yes	Yes	Yes	Yes	Yes
29	DUNN, CAMILLA O.D.	SEBASTIAN	FL	5	Yes	Yes	Yes	Yes	Yes
30	ZERMENO, JACQUELINE O.D.	MELBOURNE	FL	5	Yes	No	Yes	No	No

Sorted By:

No.	Provider Name	City	State	Claims	EyeMed	Avēsis	Humana	MetLife	NVA
31	BOYLE, KENNETH O.D.	MELBOURNE	FL	4	Yes	No	Yes	No	No
32	AGUILERA, NAOMI O.D.	SATELLITE BEACH	FL	4	Yes	No	Yes	No	No
33	BURNS-LEGROS, DENISE O.D.	MELBOURNE	FL	4	Yes	No	Yes	No	No
34	NGUYEN, THANH O.D.	ORLANDO	FL	4	Yes	No	Yes	Yes	No
35	FISHER, MARK O.D.	ROCKLEDGE	FL	4	Yes	No	Yes	Yes	Yes
36	FODOR, CARLO O.D.	SEBASTIAN	FL	3	Yes	Yes	Yes	Yes	No
37	BAY STREET OPTICAL	SEBASTIAN	FL	3	Yes	No	Yes	Yes	No
38	ARAOZ, GEORGINA O.D.	VERO BEACH	FL	3	Yes	No	Yes	Yes	No
39	QUADRI, YUSRA O.D.	ORLANDO	FL	3	Yes	No	Yes	Yes	Yes
40	RIEDEL, WILLIAM O.D.	BATAVIA	NY	2	Yes	Yes	Yes	Yes	Yes
41	SMITH, KRIS O.D.	VERO BEACH	FL	2	Yes	Yes	Yes	Yes	No
42	ROBINSON, JENNIE O.D.	VERO BEACH	FL	2	Yes	Yes	Yes	Yes	Yes
43	DESROSIERS, JOYCE O.D.	VERO BEACH	FL	2	Yes	No	Yes	No	No
44	LENSCRAFTERS	MERRITT ISLAND	FL	2	Yes	No	Yes	Yes	Yes
45	MORREALE, FRANK O.D.	MELBOURNE	FL	2	Yes	No	Yes	Yes	No
46	TARGET OPTICAL	ORLANDO	FL	2	Yes	Yes	Yes	Yes	Yes
47	COLLINS, LESLIE O.D.	MELBOURNE	FL	2	Yes	No	Yes	No	No
48	DIMMICK, TODD O.D.	MELBOURNE	FL	2	Yes	No	Yes	No	No
49	CROFTON, FATIMA O.D.	JACKSONVILLE	FL	2	Yes	No	Yes	Yes	Yes
50	GONZALEZ, IVETTE O.D.	MERRITT ISLAND	FL	2	Yes	No	Yes	Yes	Yes
Top 50 Provider Analysis				In-Network Providers	49	18	49	36	22
				Out-of-Network Providers	1	32	1	14	28
				Total Providers	50	50	50	50	50
				% of In-Network Providers	98.0%	36.0%	98.0%	72.0%	44.0%
Complete Analysis				In-Network Providers	88	31	88	63	38
				Out-of-Network Providers	1	58	1	26	51
				Total Providers	89	89	89	89	89
				% of In-Network Providers	98.9%	34.8%	98.9%	70.8%	42.7%

Vision Performance Guarantees RFP Evaluation

City of Palm Bay
Performance Guarantee Evaluation - **Vision**
Effective Date: January 1, 2022

Avēsis	% Percent at Risk	Estimated \$ Amount at Risk Annually
Implementation	(Up to %)	(Up to \$)
Program fully operational by effective date with managers able to administer the benefits and member able to receive service	2.00%	\$ 1,423
System configuration complete and claim system set up, including testing 90 calendar days before effective date	2.00%	\$ 1,423
Member eligibility, as received from the City, loaded	2.00%	\$ 1,423
Open enrollment communications material for development, review, and distribution within 45 calendar days of open enrollment. Member materials mailed (Member Welcome Kit) as specified; ID Cards and Plan Policy provided to members within 14 calendar days of receipt of eligibility data	2.00%	\$ 1,423
Account Management		
Account management team established and in place to ensure optimal program performance	2.00%	\$ 1,423
Reporting, billing, and other client group interfaces established with ongoing timetables for fulfillment of group requirements	2.00%	\$ 1,423
Customer Service		
Customer call center system setup and testing complete 45 calendar days before open enrollment	2.00%	\$ 1,423
Claims		
Turnaround Time: 90% of claims processed with 15 working days	2.00%	\$ 1,423
Procedural Accuracy - 99% of all clean claims paid within an average of 30 days	2.00%	\$ 1,423
Financial Accuracy - 99% of all claims paid accurately	2.00%	\$ 1,423
Average Call Response Time - ASA to live voice answer of 30 seconds (system wide)	2.00%	\$ 1,423
Call Abandonment Rate - Not to exceed 3% (system wide)	2.00%	\$ 1,423
TOTAL AT RISK (Not to exceed)	To be Mutually Agreed Upon	

FINAL RANKING - AFTER DISCUSSION
48-0-2021 GROUP VISION AND HEARING DISCOUNT SERVICES

CRITERIA - TOTAL 100 POINTS

Summary of Qualifications = 20 points

Technical Proposal = 20 points

Vision Plan Design = 20 points

Vision Network = 20 points

Cost = 20 points

Optional Short List - Oral Presentations = 10 points

EVALUATION CRITERIA	POSSIBLE POINTS	Avesis, Inc.	EyeMed Vision Care, LLC	Humana Insurance Co.	Metropolitan Life Insurance Co. dba MetLife	National Vision Administrators, LLC
		813-417-8145 10400 North 25th Ave, Suite 200 Phoenix, AZ 85021	513-765-4560 4000 Luxottica Pl Mason, OH 45040	502-476-7176 1100 Employers Blvd De Pere, WI 54115	813-895-9092 200 Park Ave New York, NY 10166	973-574-2437 1200 Route 46 West Clifton, NJ 07013
		kiford@avesis.com	acapano@eyemed.com	lnolan@humana.com	acook51@metlife.com	dkarlin@e-nva.com
Summary of Qualifications	20	16.00	14.67	14.67	12.00	12.00
Technical Proposal	20	13.33	14.67	12.00	10.67	12.00
Vision Plan Design	20	12.00	17.33	12.00	10.67	10.67
Vison Network	20	8.00	14.67	13.33	10.67	13.33
SUBTOTAL NON-PRICE FACTORS	80	49.33	61.33	52.00	44.00	48.00
Cost	20	16.39	15.75	18.36	19.04	20.00
SUBTOTAL - Non-price plus Cost	100	65.73	77.09	70.36	63.04	68.00
Short List - Oral Presentations	10					
TOTAL SCORE	110	65.73	77.09	70.36	63.04	68.00

Short List

EyeMed Vision Care, LLC

77.09

Humana Insurance Co.

70.36

National Vision Administrators, LLC

68.00

Avesis, Inc.

65.73

MetLife

63.04



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joan Junkala-Brown, Acting City Manager

THRU: Charleena Cox, Human Resources Director, Juliet Misconi, Chief Procurement Officer

DATE: 9/2/2021

RE: **Contract: Administrative Services Agreement for 401(a) Money Purchases Plans and 457 Deferred Compensation, renewal - Human Resources Department (ICMA-RC (dba Mission Square)).**

ICMA-RC (dba Mission Square Retirement) provides administrative services for the implementation of the City's retirement program. ICMA-RC is the most common provider of 401 plans in Florida to government agencies who do not participate in the Florida Retirement System. The previous Administrative Services Agreement (ASA), executed January 14, 2016, was valid for five years and then renewed automatically. However, Human Resource and Procurement Staff believed it would be in the City's best interest to renegotiate the ASA. The Human Resources Department entered into negotiations with the vendor who offered a renewal of the City's 401 (a) Money Purchases Plans (107091, 109147, and 301159) and the 457 Deferred Compensation as outlined in the ASA.

ICMA-RC offered two renewal options, both of which benefited the City's employees. The first option was to renew for a three-year ASA which changed the City's share class from an R5 to an R7, reducing the employee's expense cost by 0.10% (for an estimated annual Citywide savings to employee shareholders of \$48,940) and maintained the City's annual allowance from ICMA-RC at \$50,000. The second proposed renewal option was for a five-year ASA term; in exchange, the City's share class went from R5 to R9, which reduced the employee's expense cost by 0.20% (for an estimated annual Citywide savings to employee shareholders of \$97,881) and increased the City's annual allowance from ICMA-RC to \$55,000, a 10% increase. Both renewal options include the same high level of personalized service that ICMA-RC has provided since 1992, including web portal, phone assistance, and regular onsite representation appointments for City employees. The amount to be paid by employees for plan administration services (often called "record keeping services") under this Agreement varies by fund. For example, for Stable Value/Cash Management, the fee is 0.58%; for Milestone 2030, the fee is 0.56%; and U.S. Stock Funds, the fee is 0.52%.

After consultation with the Chief Procurement Officer, the Human Resources Director elected the second option (higher share class, more savings on fees for employees, more revenue contribution from ICMA-RC in the form of a higher allowance in exchange for five-year term). On June 23, 2021, the City Manager executed the Administrative Services Agreement. The Agreement shall be in effect for the renewal term commencing on the Execution Date and ending five (5) years after the Execution Date. Although this Agreement may renew

automatically for each succeeding year, at the end of the five (5) years, the terms of this Agreement will need to be renegotiated.

REQUESTING DEPARTMENT:

Procurement, Human Resources

FISCAL IMPACT:

Fiscal impact depends on the number of employees who participate in the plan and the salary of those employees. All fees are employee paid. The administrative allowance from ICMA-RC is paid quarterly to the City.

RECOMMENDATION:

Motion to acknowledge the execution by the City Manager of the renewed Administrative Services Agreement Plans 107091, 109147 and 301159.

ATTACHMENTS:

Description

Amended Administrative Services Agreement

Summary of Proposed Savings from two renewal options

ADMINISTRATIVE SERVICES AGREEMENT

Between

ICMA Retirement Corporation

and

City of Palm Bay

Type: **457**

Account #: **301159**

Type: **401**

Account #: **109147, 107091**

ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement (“Agreement”), made as of this day, (please enter date) **2021-06-23T12:00:00-04:00**, (herein referred to as the “Inception Date”), between the International City Management Association Retirement Corporation (“ICMA-RC”), a nonprofit corporation organized and existing under the laws of the State of Delaware, and the **City of Palm Bay** (“Employer”), an **Entity** organized and existing under the laws of the State of **Florida** with an office at **120 Malabar Road, Palm Bay, Florida 32907**.

RECITALS

Employer acts as public plan sponsor of a retirement plan (“Plan”), and in that capacity, has responsibility to obtain administrative services and investment alternatives for the Plan;

VantageTrust is a group trust established and maintained in accordance with New Hampshire Revised Statutes Annotated section 391:1 and Internal Revenue Service Revenue Ruling 81-100, 1981-1 C.B. 326, which provides for the commingled investment of retirement funds;

ICMA-RC, or its wholly owned subsidiary, acts as investment adviser to VantageTrust Company, LLC, the Trustee of VantageTrust;

ICMA-RC has designed, and VantageTrust offers, a series of separate funds (the “Funds”) for the investment of plan assets as referenced in VantageTrust’s principal disclosure documents, the VantageTrust Disclosure Memorandum and the Funds’ Fact Sheets (together, “VT Disclosures”); and

ICMA-RC provides a range of services to public employers for the operation of employee retirement plans including, but not limited to, communications concerning investment alternatives, account maintenance, account recordkeeping, investment and tax reporting, transaction processing, and benefit disbursement.

AGREEMENTS

1. Appointment of ICMA-RC

Employer hereby appoints ICMA-RC as Administrator of the Plan to perform all nondiscretionary functions necessary for the administration of the Plan. The functions to be performed by ICMA-RC shall be those set forth in Exhibit A to this Agreement.

2. Adoption of VantageTrust

Employer has adopted the Declaration of Trust of VantageTrust Company and agrees to the commingled investment of assets of the Plan within VantageTrust. Employer agrees that the investment, management, and distribution of amounts deposited in VantageTrust shall be subject to the Declaration of Trust, as it may be amended from time to time and shall also be subject to terms and conditions set forth in disclosure documents (such as the VT Disclosures or Employer Bulletins) as those terms and conditions may be adjusted from time to time.

3. Exclusivity Agreement

Employer agrees that for the initial or succeeding term of this Agreement specified in Section 11, so long as ICMA-RC continues to perform in all material respects the services to be performed by it under this Agreement, Employer shall not obtain plan administration from anyone other than ICMA-RC. Employer acknowledges that ICMA-RC has agreed to the compensation to be paid to ICMA-RC under this Agreement in the expectation that ICMA-RC will be able to offset costs allocable to performing this Agreement with revenues arising from Employer's exclusive use of ICMA-RC at the rates provided herein throughout the initial or succeeding term.

4. Employer Duty to Furnish Information

Employer agrees to furnish to ICMA-RC on a timely basis such information as is necessary for ICMA-RC to carry out its responsibilities as Administrator of the Plan, including information needed to allocate individual participant accounts to Funds in VantageTrust, and information as to the employment status of participants, and participant ages, addresses, and other identifying information (including tax identification numbers). Employer also agrees that it will notify ICMA-RC in a timely manner regarding changes in staff as it relates to various roles. Such notification is to be completed through the plan sponsor website. ICMA-RC shall be entitled to rely upon the accuracy of any information that is furnished to it by a responsible official of the Employer or any information relating to an individual participant or beneficiary that is furnished by such participant or beneficiary, and ICMA-RC shall not be responsible for any error arising from its reliance on such information. ICMA-RC will provide reports, statements and account information to the Employer through the plan sponsor website.

Employer is required to send in contributions through the plan sponsor website. Alternative electronic methods may be allowed but must be approved by ICMA-RC for use. Contributions may not be sent through paper submittal documents.

To the extent Employer selects third-party funds that do not have fund profile information provided to ICMA-RC through electronic data feeds from external sources (such as Morningstar) or third-party fund providers, the Employer is responsible for providing to ICMA-RC timely fund investment updates for disclosure to Plan participants. Such updates may be provided to ICMA-RC through the Employer's investment consultant or other designated representative.

5. ICMA-RC Representations and Warranties

ICMA-RC represents and warrants to Employer that:

- (a) ICMA-RC is a non-profit corporation with full power and authority to enter into this Agreement and to perform its obligations under this Agreement. The ability of ICMA-RC, or its wholly owned subsidiary, to serve as investment adviser to VantageTrust Company is dependent upon the continued willingness of VantageTrust Company for ICMA-RC, or its wholly owned subsidiary, to serve in that capacity.
- (b) ICMA-RC is an investment adviser registered as such with the U.S. Securities and Exchange Commission under the Investment Advisers Act of 1940, as amended.
- (c)(i) ICMA-RC shall maintain and administer the 457(b) Plan in accordance with the requirements for eligible deferred compensation plans under Section 457 of the Internal Revenue Code and other applicable federal law; provided, however, that ICMA-RC shall not be responsible for the eligible status of the 457(b) Plan in the event that the Employer directs ICMA-RC to administer the 457(b) Plan or disburse assets in a manner inconsistent with the requirements of Section 457 or otherwise causes the 457(b) Plan not to be carried out in accordance with its terms. Further, in the event that the Employer uses its own customized plan document, ICMA-RC shall not be responsible for the eligible status of the 457(b) Plan to the extent affected by terms in the Employer's plan document that differ from those in ICMA-RC's model plan document. ICMA-RC shall not be responsible for monitoring state or local law applicable to retirement plans or for administering the 457(b) Plan in compliance with local or state requirements regarding plan administration unless Employer notifies ICMA-RC of any such local or state requirements.
- (c)(ii) ICMA-RC shall maintain and administer the 401(a) Plan in accordance with the requirements for plans which satisfy the qualification requirements of Section 401 of the Internal Revenue Code and other applicable federal law; provided, however, ICMA-RC shall not be responsible for the qualified

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status of the 401(a) Plan in the event that the Employer directs ICMA-RC to administer the 401(a) Plan or disburse assets in a manner inconsistent with the requirements of Section 401 or otherwise causes the 401(a) Plan not to be carried out in accordance with its terms; provided, further, that if the plan document used by the Employer contains terms that differ from the terms of ICMA-RC's model plan document, ICMA-RC shall not be responsible for the qualified status of the 401(a) Plan to the extent affected by the differing terms in the Employer's plan document. ICMA-RC shall not be responsible for monitoring state or local law applicable to retirement plans or for administering the 401(a) Plan in compliance with local or state requirements regarding plan administration unless Employer notifies ICMA-RC of any such local or state requirements.

6. Employer Representations and Warranties

Employer represents and warrants to ICMA-RC that:

- (a) Employer is organized in the form and manner recited in the opening paragraph of this Agreement with full power and authority to enter into and perform its obligations under this Agreement and to act for the Plan and participants in the manner contemplated in this Agreement. Execution, delivery, and performance of this Agreement will not conflict with any law, rule, regulation or contract by which the Employer is bound or to which it is a party.
- (b) Employer understands and agrees that ICMA-RC's sole function under this Agreement is to act as recordkeeper and to provide administrative, investment or other services at the direction of Plan participants, the Employer, its agents or designees in accordance with the terms of this Agreement. Under the terms of this Agreement, ICMA-RC does not render investment advice, is neither the "Plan Administrator" nor "Plan Sponsor" as those terms are defined under applicable federal, state, or local law, and does not provide legal, tax or accounting advice with respect to the creation, adoption or operation of the Plan and its related trust. ICMA-RC does not perform any service under this Agreement that might cause ICMA-RC to be treated as a "fiduciary" of the Plan under applicable law, except, and only, to the extent that ICMA-RC provides investment advisory services to individual participants enrolled in Guided Pathways Advisory Services.
- (c) Employer acknowledges and agrees that ICMA-RC does not assume any responsibility with respect to the selection or retention of the Plan's investment options. Employer shall have exclusive responsibility for the Plan's investment options, including the selection of the applicable mutual fund share class. Where applicable, Employer understands that the VT Retirement Income Advantage Fund is an investment option for the Plan and that the fund invests in a separate account available through a group variable annuity contract. By entering into this Agreement, Employer acknowledges

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that it has received the Important Considerations document and the VT Disclosures and that it has read the information therein concerning the VT Retirement Income Advantage Fund.

- (d) Employer acknowledges that certain such services to be performed by ICMA-RC under this Agreement may be performed by an affiliate or agent of ICMA-RC pursuant to one or more other contractual arrangements or relationships, and that ICMA-RC reserves the right to change vendors with which it has contracted to provide services in connection with this Agreement without prior notice to Employer. ICMA-RC will provide prior notice, however, to Employer of changes to all third-party vendors ICMA-RC retains to provide custom services unique to Employer, and the parties agree that “subcontractor” under this Agreement shall mean such third-party vendors.
- (e) Employer approves the use of its Plan in ICMA-RC external media, publications and materials. Examples include press releases announcements and inclusion of the general plan information in request for proposal responses.

7. Participation in Certain Proceedings

The Employer hereby authorizes ICMA-RC to act as agent, to appear on its behalf, and to join the Employer as a necessary party in all legal proceedings involving the garnishment of benefits or the transfer of benefits pursuant to the divorce or separation of participants in the Plan. Unless Employer notifies ICMA-RC otherwise, Employer consents to the disbursement by ICMA-RC of benefits that have been garnished or transferred to a former spouse, current spouse, or child pursuant to a domestic relations order or child support order.

8. Compensation and Payment

- (a) ICMA-RC’s compensation under this Agreement shall be as set forth in subsection (b) below.
- (b) **Administrative Allowance.** ICMA-RC shall provide an annual administrative allowance of **\$55,000**, which shall be held in an unallocated plan account and shall be distributed in quarterly installments to the Employer or to the Plan at Employer direction. Such distributions reflect ICMA-RC’s assumptions regarding the aggregate level of recordkeeping revenue received from funds offered by the Plan at the initiation of this Agreement. In the event that the Employer chooses to replace investment options during the term of this Agreement, the revenue assumptions with respect to the new investment options will be re-evaluated and the administrative allowance will be adjusted commensurately. Employer understands that the Plan administrative allowance is to be used only to pay

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for reasonable plan administrative expenses of the Plan or to be allocated to participant accounts under the Plan at the instruction of the Employer.

- (c) **Compensation for Management Services to VantageTrust, Compensation for Advisory and other Services to the VT III Vantagepoint Funds and Payments from Third-Party Mutual Funds.** Employer acknowledges that ICMA-RC, or its wholly owned subsidiary, receives fees from VantageTrust for investment advisory services and plan and participant services furnished to VantageTrust. Employer further acknowledges that ICMA-RC, including certain of its wholly owned subsidiaries, receives compensation for advisory and other services furnished to the VT III Vantagepoint Funds, which serve as the underlying portfolios of a number of Funds offered through VantageTrust. For a VantageTrust Fund that invests substantially all of its assets in a third-party mutual fund not affiliated with ICMA-RC, ICMA-RC or its wholly owned subsidiary receives payments from the third-party mutual fund families or their service providers in the form of 12b-1 fees, service fees, compensation for sub-accounting and other services provided based on assets in the underlying third-party mutual fund. These fees are described in the VT Disclosures and ICMA-RC's fee disclosure statement. In addition, to the extent that third party mutual funds are included in the investment line-up for the Plan, ICMA-RC receives administrative fees from its third party mutual fund settlement and clearing agent for providing administrative and other services based on assets invested in third party mutual funds; such administrative fees come from payments made by third party mutual funds to the settlement and clearing agent.
- (d) **Redemption Fees.** Redemption fees imposed by outside mutual funds in which Plan assets are invested are collected and paid to the mutual fund by ICMA-RC. ICMA-RC remits 100% of redemption fees back to the specific mutual fund to which redemption fees apply. These redemption fees and the individual mutual fund's policy with respect to redemption fees are specified in the prospectus for the individual mutual fund and referenced in the VT Disclosures.
- (e) **Payment Procedures.** All payments to ICMA-RC pursuant to this Section 8 shall be made from Plan assets held by VantageTrust or received from third-party mutual funds or their service providers in connection with Plan assets invested in such third-party mutual funds, to the extent not paid by the Employer. The amount of Plan assets administered by ICMA-RC shall be adjusted as required to reflect any such payments as are made from the Plan. In the event that the Employer agrees to pay amounts owed pursuant to this Section 8 directly, any amounts unpaid and outstanding after 30 days of invoice to the Employer shall be withdrawn from Plan assets.

The compensation and payment set forth in this Section 8 are contingent upon the Employer's use of ICMA-RC's EZLink system for contribution processing and submitting

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contribution funds by ACH or wire transfer on a consistent basis over the term of this Agreement. The compensation in this Section 8 is also based on the assets of the Plan being invested in **R9** shares of VantageTrust.

The compensation and payment in this Section 8 will take effect in the calendar quarter following receipt at a Delivery Address (defined below the signature line) of one fully executed copy of this Administrative Services Agreement based upon the following schedule:

- Agreement received by February 20 – Effective April
- Agreement received by May 20 – Effective July
- Agreement received by August 20 – Effective October
- Agreement received by December 20 – Effective February

Employer further acknowledges and agrees that compensation and payment under this Agreement shall be subject to re-negotiation in the event that the Employer (a) chooses to implement additional mutual funds that neither (i) trade via NSCC nor (ii) meet ICMA-RC's daily trading operational guidelines or (b) chooses to implement investment options that are not mutual funds.

9. Contribution Remittance

Employer understands that amounts invested in the Plan are to be remitted directly to Vantagepoint Transfer Agents in accordance with instructions provided to Employer by ICMA-RC and are not to be remitted to ICMA-RC. In the event that any check or wire transfer is incorrectly labeled or transferred to ICMA-RC, ICMA-RC may return it to Employer with proper instructions.

10. Responsibility

ICMA-RC shall not be responsible for any acts or omissions of any person with respect to the Plan or its related trust, other than ICMA-RC in connection with the administration or operation of the Plan.

11. Term

This Agreement shall be in effect and commence on the date all parties have signed and executed this Agreement ("Inception Date"). The term of this Agreement will commence on the Inception Date and extend **five (5) years** from that date. This Agreement will be renewed automatically for each succeeding year unless written notice of termination is provided by either party to the other no less than 60 days before the end of such Agreement year. The Employer understands and acknowledges that, in the event the Employer terminates this Agreement (or replaces the Vantagepoint PLUS Fund, offered by VantageTrust, as an investment option in its investment line-up), ICMA-RC retains full discretion to release Plan assets invested in the Vantagepoint PLUS Fund in an orderly manner over a period of up to 12 months from the date ICMA-RC receives written notification from the Employer that it has made a final and binding selection of a

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replacement for ICMA-RC as administrator of the Plan (or a replacement investment option for the Vantagepoint PLUS Fund).

12. Amendments and Adjustments

- (a) This Agreement may be amended by written instrument signed by the parties.
- (b) ICMA-RC may modify this Agreement by providing 60 days' advance written notice to the Employer prior to the effective date of such proposed modification. Such modification shall become effective unless, within the 60-day notice period, the Employer notifies ICMA-RC in writing that it objects to such modification.
- (c) The parties agree that enhancements may be made to administrative services under this Agreement. The Employer will be notified of enhancements through the Employer Bulletin, quarterly statements, electronic messages or special mailings. Likewise, if there are any reductions in fees, these will be announced through the Employer Bulletin, quarterly statement, electronic messages or special mailing.

13. Notices

Unless otherwise provided in this Agreement, all notices required to be delivered under this Agreement shall be in writing and shall be delivered, mailed, e-mailed or faxed to the location of the relevant party set forth below or to such other address or to the attention of such other persons as such party may hereafter specify by notice to the other party.

ICMA-RC: Legal Department, ICMA Retirement Corporation, 777 North Capitol Street, N.E., Suite 600, Washington, D.C., 20002-4240
Facsimile; (202) 962-4601

Employer: at the office set forth in the first paragraph hereof, or to any other address, facsimile number or e-mail address designated by the Employer to receive the same by written notice similarly given.

Each such notice, request or other communication shall be effective: (i) if given by facsimile, when transmitted to the applicable facsimile number and there is appropriate confirmation of receipt; (ii) if given by mail or e-mail, upon transmission to the designated address with no indication that such address is invalid or incorrect; or (iii) if given by any other means, when actually delivered at the aforesaid address.

14. Complete Agreement

This Agreement shall constitute the complete and full understanding and sole agreement between ICMA-RC and Employer relating to the object of this Agreement and correctly sets forth the complete rights, duties and obligations of each party to the other as of its date. This Agreement supersedes all written and oral agreements, communications or negotiations among the parties. Any prior agreements, promises, negotiations or

representations, verbal or otherwise, not expressly set forth in this Agreement are of no force and effect.

15. Titles

The headings of Sections of this Agreement and the headings for each of the attached schedules are for convenience only and do not define or limit the contents thereof.

16. Incorporation of Exhibits

All Exhibits (and any subsequent amendments thereto), attached hereto, and referenced herein, are hereby incorporated within this Agreement as if set forth fully herein.

17. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of **Florida**, applicable to contracts made in that jurisdiction without reference to its conflicts of laws provisions.

18. Public Records

Employer is public agency subject to Chapter 119.0701(2), Florida Statutes. ICMA-RC shall comply with Florida's Public Records Law. Specifically, ICMA-RC shall:

- (a) Keep and maintain public records required by the Employer to perform the service;
- (b) Upon request from the Employer's custodian of public records, provide the Employer with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat., or as otherwise provided by law;
- (c) Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law or as may be required to provide the services hereunder for the duration of the Agreement term and, following completion of the Agreement, ICMA-RC shall destroy all copies of such confidential and exempt records remaining in its possession after ICMA-RC transfers the records in its possession to the Employer, except that ICMA-RC may retain copies of such records to satisfy applicable regulatory ; and
- (d) Upon completion of the Agreement, transfer, at no cost, to the Employer all public records in possession of ICMA-RC or keep and maintain public records required by the Employer to perform the services herein. If ICMA-RC transfers all public records to the Employer upon completion of the Agreement, ICMA-RC shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements except to the extent ICMA-RC is required to retain copies to satisfy regulatory requirements. If ICMA-RC keeps and

maintains public records, upon termination ICMA-RC shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Employer, upon request from the Employer's custodian of public records, in a format compatible with the information technology systems of the Employer.

IF ICMA-RC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ICMA-RC'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE EMPLOYER'S CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
City of Palm Bay
120 Malabar Road,
Palm Bay, FL 32907
Terese.Jones@palmabayflorida.org**

19. E-Verify

ICMA-RC certifies that it uses the E-Verify system and is aware of the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

(a) Definitions for this Section.

- i. "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.
- ii. "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
- iii. "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

(b) Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired

employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- i. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;
- ii. All persons (including subvendors/ subconsultants/ subcontractors) assigned by Contractor to perform work pursuant to the contract with the Employer. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Employer; and
- iii. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

20. Scrutinized Companies

ICMA-RC its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan list, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as may be amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

- (a) Any amount of, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, as may be amended, or is engaged in a boycott of Israel; or

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(b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

- i. Is on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, as may be amended; or
- ii. Is engaged in business operations in Syria.


In Witness Whereof, the parties hereto certify that they have read and understand this Agreement and all Schedules attached hereto and have caused this Agreement to be executed by their duly authorized officers as of the Inception Date first above written.

CITY OF PALM BAY

By Suzanne Sherman 6/23/2021
Signature/Date

Suzanne Sherman City Manager
By _____
Name and Title (Please Print)

**INTERNATIONAL CITY MANAGEMENT
ASSOCIATION RETIREMENT CORPORATION**

By 
Erica McFarquhar
Authorized Representative

Please return an executed copy of the Agreement to a Delivery Address, either:

- (a) Via **DocuSign**
- (b) Electronically to PlanAdoptionServices@icmarc.org, or
- (c) In paper form to ICMA-RC
ATTN: PLAN ADOPTION SERVICES
777 North Capitol Street NE
Suite 600
Washington DC 20002-4240

Exhibit A

Administrative Services

The administrative services to be performed by ICMA-RC under this Agreement shall be as follows:

- (a) Participant enrollment services are provided online. Employees will enroll online through a secure site or the Employer will enroll employees through the plan sponsor website.
- (b) Establishment of participant accounts for each employee participating in the Plan for whom ICMA-RC receives appropriate enrollment instructions. ICMA-RC is not responsible for determining if such Plan participants are eligible under the terms of the Plan.
- (c) Allocation in accordance with participant directions received in good order of individual participant accounts to investment funds offered under the Plan.
- (d) Maintenance of individual accounts for participants reflecting amounts deferred, income, gain or loss credited, and amounts distributed as benefits.
- (e) Maintenance of records for all participants for whom participant accounts have been established. These files shall include enrollment instructions (provided to ICMA-RC through the participant website or the plan sponsor website), beneficiary designation instructions and all other documents concerning each participant's account.
- (f) Provision of periodic reports to the Employer through the plan sponsor website. Participants will have access to account information through Participant Services, Voice Response System, the participant website, and text access, and through quarterly statements that can be delivered electronically through the participant website or by postal service.
- (g) Communication to participants of information regarding their rights and elections under the Plan.
- (h) Making available Participant Services Representatives through a toll-free telephone number from 8:30 a.m. to 9:00 p.m. Eastern Time, Monday through Friday (excluding holidays and days on which the securities markets or ICMA-RC are closed for business (including emergency closings)), to assist participants.
- (i) Making available access to ICMA-RC's web site, to allow participants to access certain account information and initiate certain plan transactions at any time. The participant website is normally available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure high-quality performance. The scheduled maintenance window is outlined at <https://accountaccess.icmarc.org>.
- (j) Maintaining the security and confidentiality of client information through a system of controls including but not limited to, as appropriate: restricting plan and

participant information only to those who need it to provide services, software and hardware security, access controls, data back-up and storage procedures, non-disclosure agreements, security incident response procedures, and audit reviews.

- (k) Making available access to ICMA-RC's plan sponsor web site to allow plan sponsors to access certain plan information and initiate plan transactions such as enrolling participants and managing contributions at any time. The plan sponsor web site is normally available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure high-quality performance. The scheduled maintenance window currently is outlined at <https://ezlink.icmarc.org>.
- (l) Distribution of benefits as agent for the Employer in accordance with terms of the Plan. Participants who have separated from service can request distributions through the participant website or via form.
- (m) Upon approval by the Employer that a domestic relations order is an acceptable qualified domestic relations order under the terms of the Plan, ICMA-RC will establish a separate account record for the alternate payee and provide for the investment and distribution of assets held thereunder.
- (n) Loans may be made available on the terms specified in the Loan Guidelines, if loans are adopted by the Employer. Participants can request loans through the participant website.
- (o) Guided Pathways Advisory Services – ICMA-RC's participant advice service, "Fund Advice" may be made available through a third-party vendor on the terms specified on ICMA-RC's website.
- (p) ICMA-RC will determine appropriate delivery method (electronic and/or print) for plan sponsor/participant communications and education based on a number of factors (audience, effectiveness, etc.).



**Estimated Reduction of Expenses with Lower Cost Vantagepoint Fund Share Classes
CITY OF PALM BAY**

Fund Name	Assets as of 4/30/21	R7 Share Reduction		R9 Share Reduction	
	Total	Expense	Cost	Expense	Cost
Vantagepoint PLUS Fund	\$18,666,911.20	0.10%	\$18,666.91	0.20%	\$37,333.82
Vantagepoint Milestone 2015 Fund	\$677,258.01	0.10%	\$677.26	0.20%	\$1,354.52
Vantagepoint Milestone 2020 Fund	\$2,069,655.88	0.10%	\$2,069.66	0.20%	\$4,139.31
Vantagepoint Milestone 2025 Fund	\$1,121,269.33	0.10%	\$1,121.27	0.20%	\$2,242.54
Vantagepoint Milestone 2030 Fund	\$2,284,433.98	0.10%	\$2,284.43	0.20%	\$4,568.87
Vantagepoint Milestone 2035 Fund	\$807,776.50	0.10%	\$807.78	0.20%	\$1,615.55
Vantagepoint Milestone 2040 Fund	\$1,501,726.27	0.10%	\$1,501.73	0.20%	\$3,003.45
Vantagepoint Milestone 2045 Fund	\$1,533,056.12	0.10%	\$1,533.06	0.20%	\$3,066.11
Vantagepoint Milestone 2050 Fund	\$607,313.66	0.10%	\$607.31	0.20%	\$1,214.63
Vantagepoint Milestone 2055 Fund	\$824,938.68	0.10%	\$824.94	0.20%	\$1,649.88
Vantagepoint Milestone 2060 Fund	\$194,289.97	0.10%	\$194.29	0.20%	\$388.58
Vantagepoint Milestone Retirement Income Fund	\$538,683.46	0.10%	\$538.68	0.20%	\$1,077.37
Vantagepoint Model Portfolio Global Equity Growth Fund	\$1,864,511.74	0.10%	\$1,864.51	0.20%	\$3,729.02
Vantagepoint Model Portfolio Traditional Growth Fund	\$1,522,399.04	0.10%	\$1,522.40	0.20%	\$3,044.80
Vantagepoint Model Portfolio Long-Term Growth Fund	\$2,136,844.92	0.10%	\$2,136.84	0.20%	\$4,273.69
Vantagepoint Model Portfolio Conservative Growth Fund	\$332,927.33	0.10%	\$332.93	0.20%	\$665.85
Vantagepoint Equity Income Fund	\$590,526.13	0.10%	\$590.53	0.20%	\$1,181.05
Vantagepoint Growth & Income Fund	\$480,385.03	0.10%	\$480.39	0.20%	\$960.77
Vantagepoint Emerging Markets Fund	\$1,164,668.25	0.10%	\$1,164.67	0.20%	\$2,329.34
Vantagepoint Inflation Focused Fund	\$1,360,376.59	0.10%	\$1,360.38	0.20%	\$2,720.75
Vantagepoint Growth Fund	\$4,966,479.94	0.10%	\$4,966.48	0.20%	\$9,932.96
Vantagepoint Select Value Fund	\$9,195.84	0.10%	\$9.20	0.20%	\$18.39
Vantagepoint Discovery Fund	\$576,778.03	0.10%	\$576.78	0.20%	\$1,153.56
Vantagepoint Aggressive Opportunities Fund	2383312.08	0.10%	\$2,383.31	0.20%	\$4,766.62
Vantagepoint International Fund	\$724,963.34	0.10%	\$724.96	0.20%	\$1,449.93
Estimated Annual Savings	\$48,940,681.32		\$48,940.68		\$97,881.36



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joan Junkala-Brown, Acting City Manager

THRU: Brian Robinson, Information Technology Director; and Juliet Misconi, Chief Procurement Officer

DATE: 9/2/2021

RE: Contract: Superion NaviLine/HTE and Click2Gov public administration software maintenance and support, renewal – Information Technology Department (Central Square (dba Superion) - \$148,488).

Central Square (dba Superion, LLC) is the provider of NaviLine/HTE and Click2Gov, integrated software solutions for public administration. Superion (formerly Sungard HTE) has been providing the City of Palm Bay with software modules and technical support for over 20 years and is the sole provider for their software and maintenance support. As Superion is the only provider of maintenance and support of their software, and per the Procurement Ordinance, 38.07, maintenance and support of existing software/hardware is excluded from the competitive procurement process.

REQUESTING DEPARTMENT:

Utilities, Procurement, Information Technology, Building Department

FISCAL IMPACT:

The FY 2022 expenditure for NaviLine/HTE and Click2Gov Public Administration software maintenance and support is \$148,488.20. Funds are available as follows: Information Technology account 001-2310-519-4604 (\$80,853.60), 001-2310-519-5403 (\$3,675); and Enterprise Funds of Utilities accounts 421-8011-536-3411 (\$45,755.32) and 421-8012-536-3411 (\$3,072.65), and Building account 451-3120-524-4604 (\$15,131.63).

RECOMMENDATION:

Motion to authorize the City Manager to execute the contract with Central Square (dba Superion) software maintenance and support in the amount of \$148,488.20.

ATTACHMENTS:

Description

CentralSquare Public Admin Software Renewal Budget Report



Superior, LLC, a CentralSquare Company
 1000 Business Center Drive
 Lake Mary, FL 32746

PUBLIC ADMIN - NAVILINE SOFTWARE MAINTENANCE RENEWAL

Account: Account Name	Product: Product Name	Start Date	End Date	Quantity	Net Total
Palm Bay, FL	NaviLine Web Enablement Annual Maintenance Fee	9/1/2021	9/30/2022	1	USD 776.34
Palm Bay, FL	NaviLine Building Permits	9/1/2021	9/30/2022	1	USD 8,296.43
Palm Bay, FL	NaviLine Code Enforcement	9/1/2021	9/30/2022	1	USD 5,212.67
Palm Bay, FL	Fusion Proprietary Annual Subscription	10/1/2021	9/30/2022	1	USD 3,675.00
Palm Bay, FL	NaviLine Human Resources Annual Maintenance Fee	10/1/2021	9/30/2022	1	USD 5,626.36
Palm Bay, FL	NaviLine QuatreD Mobile Bar Code Interface-PA Bundle Annual Maintenance Fee	10/1/2021	9/30/2022	1	USD 3,072.65
Palm Bay, FL	NaviLine Click2Gov3 Accounts Receivable & Loans Annual Maintenance Fee	10/1/2021	9/30/2022	1	USD 775.60
Palm Bay, FL	Click2Gov Core Module Annual Maintenance Fee	10/1/2021	9/30/2022	1	USD 1,500.75
Palm Bay, FL	Click2Gov Citizen Service - Tier E Annual Maintenance Fee	10/1/2021	9/30/2022	1	USD 0.00
Palm Bay, FL	Click2Gov OL Module Annual Maintenance Fee	10/1/2021	9/30/2022	1	USD 2,510.75
Palm Bay, FL	Click2Gov CIS Module Annual Maintenance Fee	10/1/2021	9/30/2022	1	USD 3,968.82
Palm Bay, FL	NaviLine Accounts Receivable-Annual Maintenance Fee	10/1/2021	9/30/2022	1	USD 5,519.38
Palm Bay, FL	NaviLine Cash Receipts-Annual Maintenance Fee	10/1/2021	9/30/2022	1	USD 3,968.82
Palm Bay, FL	NaviLine Customer Information System Annual Maintenance Fee	10/1/2021	9/30/2022	1	USD 17,568.12
Palm Bay, FL	NaviLine Document Management Services Annual Maintenance Fee	10/1/2021	9/30/2022	1	USD 1,280.28
Palm Bay, FL	NaviLine GMBA w/Extended Reporting Annual Maintenance Fee	10/1/2021	9/30/2022	1	USD 15,590.83
Palm Bay, FL	NaviLine CIS IVR Credit Card Interface-Generic Annual Maintenance Fee	10/1/2021	9/30/2022	1	USD 810.83
Palm Bay, FL	NaviLine Business Licenses Annual Maintenance Fee	10/1/2021	9/30/2022	1	USD 3,983.06
Palm Bay, FL	NaviLine Land/Parcel Mgmt-Annual Maintenance Fee	10/1/2021	9/30/2022	1	USD 5,875.00
Palm Bay, FL	NaviLine CIS Voice Response Interface-Generic Annual Maintenance Fee	10/1/2021	9/30/2022	1	USD 1,891.97
Palm Bay, FL	NaviLine Purchasing/Inventory-Annual Maintenance Fee	10/1/2021	9/30/2022	1	USD 8,563.57
Palm Bay, FL	NaviLine Payroll/Personnel-Annual Maintenance Fee	10/1/2021	9/30/2022	1	USD 9,146.81
Palm Bay, FL	NaviLine BP Voice Response Interface-Generic Annual Maintenance Fee	10/1/2021	9/30/2022	1	USD 2,091.10
Palm Bay, FL	NaviLine Contact Management Annual Maintenance Fee	10/1/2021	9/30/2022	1	USD 6,899.22
Palm Bay, FL	NaviLine Loans Processing Annual Maintenance Fee	10/1/2021	9/30/2022	1	USD 3,186.43
Palm Bay, FL	NaviLine Work Orders/Facility Management Annual Maintenance Fee	10/1/2021	9/30/2022	1	USD 9,360.18
Palm Bay, FL	NaviLine Click2Gov Citizen Request Tracking Annual Maintenance Fee - NSP	10/1/2021	9/30/2022	1	USD 3,091.84
Palm Bay, FL	NaviLine CIS IVR Credit Card Interface-Generic Annual Maintenance Fee	10/1/2021	9/30/2022	1	USD 810.83
Palm Bay, FL	NaviLine Asset Management II Annual Maintenance Fee	10/1/2021	9/30/2022	1	USD 3,883.49
Palm Bay, FL	NaviLine Time & Attendance Interface-Generic Annual Maintenance Fee	10/1/2021	9/30/2022	1	USD 960.20
Palm Bay, FL	OnePoint Point-of-Sale Annual Maintenance Fee	10/1/2021	9/30/2022	1	USD 1,774.67
Palm Bay, FL	AnalyticsNOW Annual Maintenance Fee	10/1/2021	9/30/2022	1	USD 3,616.20
Palm Bay, FL	Modifications Annual Maintenance Fee	10/1/2021	9/30/2022	32	USD 3,200.00
Palm Bay, FL	NaviLine User Interface Annual Maintenance Fee	10/1/2021	9/30/2022	1	USD 0.00
Total	Sum				USD 148,488.20



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joan Junkala-Brown, Acting City Manager

THRU: Brian Robinson, Information Technology Director; Juliet Misconi, Chief Procurement Officer

DATE: 9/2/2021

RE: Contract: Superion public safety software maintenance and support, renewal – Information Technology Department (Central Square (dba Superion) - \$114,555).

Central Square (dba Superion, LLC) is the provider of OneSolution, an integrated software solution for public safety. Superion (formerly Sungard HTE) has been providing the City of Palm Bay with software modules and technical support for over 20 years and is the sole provider for their software and maintenance support. As Superion is the only provider of maintenance and support of their software, and per the Procurement Ordinance, 38.07, maintenance and support of existing software/hardware is excluded from the competitive procurement process.

REQUESTING DEPARTMENT:

Procurement, Information Technology

FISCAL IMPACT:

The FY22 expenditure for OneSolution public safety software maintenance and support is \$114,554.89. Funds are available in Information Technology account 001-2310-519-4604 (\$114,554.89).

RECOMMENDATION:

Motion to authorize the City Manager to execute the contact with to Central Square (dba Superion) for software maintenance and support in the amount of \$114,554.89.

ATTACHMENTS:

Description

CentralSquare Public Safety Software Renewal Quote-54627

CentralSquare Public Safety Software Renewal Quote-63022

Renewal Order #: Q-54627
Start Date: October 1, 2021
End Date: September 30, 2022
Billing Frequency: Yearly**Renewal Order prepared for:**
Dan Paull, PD IT
Palm Bay Police Department
120 Malabar Road SE
PALM BAY, FL 32907
(321) 733-3088

Thank you for your continued business. We at CentralSquare appreciate and value our relationship and look forward to serving you in the future. CentralSquare provides software that powers over 8,000 communities. More information about all of our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
ONESolution Intelligence	1	0.00 USD	1,151.89 USD
ONESolution Quartermaster	1	0.00 USD	525.00 USD
Renewal Order Total:			1,676.89 USD

Billing Information

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of the Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Renewal Order Form.

Renewal Order #: Q-63022
Start Date: October 1, 2021
End Date: September 30, 2022
Billing Frequency: Yearly**Renewal Order prepared for:**
Dan Paull, PD IT
Palm Bay Police Department
120 Malabar Road SE
PALM BAY, FL 32907
(321) 733-3088

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WHAT SOFTWARE IS INCLUDED?

PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
Avant Web Laserfiche Interface Maintenance Fee	1	0.00 USD	1,575.00 USD
ONESolution Asset Management	1	0.00 USD	176.40 USD
ONESolution AVL Server Host License	1	0.00 USD	2,910.60 USD
ONESolution Barcoding Hand-Held Client License	1	0.00 USD	220.50 USD
ONESolution Barcoding Server License	1	0.00 USD	1,008.79 USD
ONESolution CAD Client AVL License	1	0.00 USD	1,653.75 USD
ONESolution CAD Client License for Message Switch	1	0.00 USD	44.10 USD
ONESolution CAD Resource Monitor Display License With Maps	1	0.00 USD	2,315.25 USD
ONESolution Canine Tracking	1	0.00 USD	882.00 USD

ONESolution Computer-Aided Dispatch System	1	0.00 USD	9,560.88 USD
ONESolution Crime Analysis Plus	1	0.00 USD	1,256.85 USD
ONESolution Crime Stoppers Management	1	0.00 USD	286.65 USD
ONESolution ESO Solutions Fire/EMS Export Interface	1	0.00 USD	1,212.75 USD
ONESolution Field Training Online-Cloud	1	0.00 USD	0.00 USD
ONESolution Field Training Online-Cloud	1	0.00 USD	1,653.75 USD
ONESolution Fleet Vehicle Maintenance	1	0.00 USD	176.40 USD
ONESolution Freedom Premium	1	0.00 USD	88.20 USD
ONESolution Freedom Server Software	1	0.00 USD	771.75 USD
ONESolution Link Analysis	1	0.00 USD	2,756.25 USD
ONESolution MCT Client AVL License	1	0.00 USD	1,764.00 USD
ONESolution MCT Client-Digital Dispatch	1	0.00 USD	14,112.00 USD
ONESolution MCT Client-MAPS Annual Maintenance Fee	1	0.00 USD	0.00 USD
ONESolution MFR Client	1	0.00 USD	14,112.00 USD
ONESolution MFR Client Annual Maintenance Fee	1	0.00 USD	0.00 USD

ONESolution MFR Client-Arrest	1	0.00 USD	5,292.00 USD
ONESolution MFR Client-Arrest Affidavit	1	0.00 USD	3,528.00 USD
ONESolution MFR Client-Canine	1	0.00 USD	5,292.00 USD
ONESolution MFR Client-Fleet Maintenance	1	0.00 USD	2,646.00 USD
ONESolution MFR Client-MOBLAN Version	1	0.00 USD	7,056.00 USD
ONESolution MFR Client-Problem-Oriented Policing	1	0.00 USD	3,528.00 USD
ONESolution MFR Client-Racial Profiling	1	0.00 USD	3,528.00 USD
ONESolution Mobile Field Reporting Server	1	0.00 USD	992.25 USD
ONESolution Mobile Server Software	1	0.00 USD	992.25 USD
ONESolution Mugshot Capture Station Software	1	0.00 USD	1,940.40 USD
ONESolution Police-to-Citizen	1	0.00 USD	661.50 USD
ONESolution Problem-Oriented Policing	1	0.00 USD	286.65 USD
ONESolution Professional Standards	1	0.00 USD	1,940.40 USD
ONESolution Property & Evidence	1	0.00 USD	485.10 USD
ONESolution Racial Profiling	1	0.00 USD	661.50 USD

ONESolution Records Management System	1	0.00 USD	10,969.88 USD
ONESolution Residential Security Watch	1	0.00 USD	176.40 USD
ONESolution Rip & Run Printing/Faxing	1	0.00 USD	992.25 USD
ONESolution RMS Client License for Message Switch	1	0.00 USD	44.10 USD
ONESolution RMS Training Module	1	0.00 USD	308.70 USD
ONESolution State/NCIC Messaging Software	1	0.00 USD	1,653.75 USD
ONESolution Zetron FSA/IP Toning Interface Annual Maintenance Fee	1	0.00 USD	1,365.00 USD
Renewal Order Total:			112,878.00 USD

Billing Information

Fees will be payable within 30 days of invoicing.

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LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joan Junkala-Brown, Acting City Manager

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

DATE: 9/2/2021

RE: Contract: Neptune water meters and parts, purchasing authority – Utilities Department (Sunstate Meter and Supply, Inc. – \$300,000)(sole source)).

The Utilities Department has standardized water meters based on the Neptune radio read system for water meters.

On December 5, 2019, Council approved a two-year Price Agreement with Sunstate Meter and Supply, Inc. for the term January 1, 2020 through December 31, 2021 for Neptune water meters. The estimated annual expenditure approved by Council was \$480,000. The Utilities Department anticipates the annual expenditures will exceed that amount by \$300,000, for an estimated annual expenditure of \$780,000. The increase in expenditures is due to the growth in the City.

Sunstate Meter and Supply, Inc. is the sole source provider of Neptune water meters and parts for the State of Florida.

REQUESTING DEPARTMENT:

Utilities, Finance, Procurement

FISCAL IMPACT:

Funding is available in the Utilities Department operating and Renewal and Replacement funds, 421-8020-533-6322 and 424-8022-533-6322. If approved, the total revised estimated annual expenditure will be \$780,000. Purchase orders are issued on an "as needed" basis.

RECOMMENDATION:

Motion to approve the increase of \$300,000 in annual purchasing authority for the Sole Source purchase of Neptune Water Meters and parts to Sunstate Meter and Supply, located in Newberry, Florida.



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joan Junkala-Brown, Acting City Manager

THRU: Leslie Hoog, Fire Chief; Juliet Misconi, Chief Procurement Officer

DATE: 9/2/2021

RE: Miscellaneous: 'Cooperative Purchase', fire training center facility, Fire Station 5 (Federal Supply Schedule 084) – Fire Department (WHP Training Towers - \$583,554); authorize use of additional Fire Impact Fees (\$73,517).

The Fire Department is seeking approval to utilize the Federal Supply Schedule 084 – Total Solutions for Law Enforcement, Security Facilities Management, Fire Rescue, Clothing, Marine Craft and Emergency / Disaster Response Firefighting and Rescue Equipment, #GS07F5448P, as awarded to WHP Training Towers, to furnish and install a Fire Training Center Facility at Fire Station 5. This contract is valid through November 30, 2023. On July 15, 2021, Council approved use of Fire Impact Fees to fund this purchase and installation in an amount not to exceed \$516,000.00. The quote received from WHP Training Towers was valid for 30 days, expiring August 22, 2021; however, the Procurement Department and Fire Rescue requested additional elements to make the project fully turn-key, such as soils testing, foundation design, foundation installation, concrete, and payment and performance bonds (as required by Florida Statute 255.05 for constructing public buildings or a public work). A revised proposal was received August 23, 2021 and is valid for 30 days. The cost for payment and performance bonds, 3.4% of the total price, is higher than market conditions due to the specialized nature of the construction project. Fire Rescue anticipates a potential slight increase of ground prep during the next few months due to the unstable construction market, and needs approval to purchase within the 30 day timeframe. The revised estimate for the facility acquisition and installation is \$583,553.87 and includes the purchase of the training facility, foundation testing and installation.

In accordance with the City's Code of Ordinance, Section 38.13(D)(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 are obviated. Any such contracts equal to or in excess of one hundred thousand dollars (\$100,000) shall go to the City Council for approval.

Staff is requesting to utilize the Federal Supply Schedule 084 – Total Solutions for Law Enforcement, Security Facilities Management, Fire Rescue, Clothing, Marine Craft and Emergency / Disaster Response Firefighting and Rescue Equipment, #GS07F5448P, which expires November 30, 2023, for the purchase and installation of

a Custom 2nd Alarm Standard WHP Training Simulator from WHP Training Towers located in Overland Park, Kansas.

REQUESTING DEPARTMENT:

Procurement, Fire Department

FISCAL IMPACT:

The original estimated costs for the building and installation was \$516,000.00. If approved, the increased cost using additional impact fees will be \$73,516.87, for a total of \$583,553.87. Funding of \$974,521.73 is currently available in account 190-6050-522-6201, and is Rational Nexus zip code 32908.

RECOMMENDATION:

Motion to approve the purchase of the WHP Custom 2nd Alarm Standard Training Simulator for Fire Station 5 from WHP Training Towers in Overland Park, Kansas utilizing cooperative Federal Supply Schedule 084 – Total Solutions for Law Enforcement, Security Facilities Management, Fire Rescue, Clothing, Marine Craft and Emergency / Disaster Response Firefighting and Rescue Equipment, #GS07F5448P; and authorize the use of an additional \$73,516.87 in Fire impact fees for this project.

ATTACHMENTS:

Description

Quote

Drawings



August 23, 2021

Ref Number: Q-2116739 (via email)

Anthony Gianantonio, Deputy Fire Chief
Palm Bay Fire Rescue
899 Carlyle Ave SE
Palm Bay, FL 32909

Phone: 321-863-9153
Email: Anthony.Gianantonio@palmbayflorida.org

Dear Deputy Fire Chief Gianantonio:

We are pleased to provide you with the following GSA Schedule 84 quote through our **GSA contract #GS07F5448P** for a **CUSTOM 2nd ALARM STANDARD WHP** training simulator. The simulator would consist of a structure that would include the following:

Base GSA Item	Quantity	GSA Part #	GSA Price	GSA Total	Open Market Price	Open Market Total
2nd Alarm Standard	1	WHPFH21AS	\$228,119.67	\$228,119.67		
GSA Additions						
4 Story (w/3 doors) exterior stair w/intermediate landings	1	WHP4extsil	\$50,334.04	\$50,334.04		
3 Story Galvanized Dry Standpipe	1	WHP3gsp	\$2,548.49	\$2,548.49		
Rappelling rings-each	4	WHPrr	\$274.98	\$1,099.91		
Burn Room-Single Door-w/sweeps	-1	WHPsd2ndbrnm	\$2,088.90	(\$2,088.90)		
Additional window opening w/shutter	-2	WHPwo	\$733.02	(\$1,466.03)		
Moveable 1/2 maze panel w/pin (each)	6	WHPm1/2mz	\$402.02	\$2,412.09		
Super Padgenite per sq ft in additional burn room	-140	WHPpadsup	\$51.33	(\$7,186.02)		
Walls per linear foot (required for additional burn room)	-43	WHPwalls	\$49.54	(\$2,130.37)		
Thermocouple	2	WHPtc	\$184.57	\$369.14		
ATK 10-Channel Pyrometer	-1	WHPatkpyro	\$920.15	(\$920.15)		

Off-Schedule Additions						
Remove Gable roof, add additional story, increase wind load to 160 mph	1				\$43,120.00	\$43,120.00
4'x32' Exterior balcony	1				\$13,230.00	\$13,230.00
Overhead burn room vents	2				\$1,125.00	\$2,250.00
Deduct Roof Railing	-94				\$80.00	(\$7,520.00)
Stair Hatch to roof	1				\$2,296.00	\$2,296.00
Add Three-Story Intermediate Landing Stair	1					\$0.00
Overhead rappelling anchor	2				\$660.00	\$1,320.00
Wireless 10-Channel Pyrometer	1				\$2,283.00	\$2,283.00
Totals				\$271,091.87		\$56,979.00

Features included are as follows:

1. Section B will be a **Three-Story Residential/Industrial** section approximately 21'-11" W x 25'-4" L x 34'-0" H.
 - a. One (1) flat roof with parapet walls (concrete fill by others)
 - b. Four (4) 3'-2" parapet chain openings
 - c. Four (4) roof mounted rappelling anchors
 - d. Two (2) over-window rappelling anchors
 - e. One (1) 3'x8' roof stair hatch
 - f. One (1) roof access stair from third floor to roof hatch
 - g. Eight (8) 3' x 4' framed window openings with latching shutters
 - h. One (1) 6' x 7' exterior plate steel door and hardware
 - i. Four (4) 3' x 7' exterior plate steel doors and hardware
 - j. One (1) 3' x 7' interior burn room plate steel door and hardware
 - k. One (1) three-story interior intermediate landing stair
 - l. One (1) four-story exterior intermediate landing stair to roof
 - m. One (1) 4'x25' second level balcony attached to exterior stair landing
 - n. One (1) three-story dry standpipe
2. Section C will be a **One-Story Annex** approximately 21'-11" W x 14'-6" L x 10'-0" H.
 - a. Three (3) 3' x 4' framed window openings with latching shutters
 - b. One (1) 3' x 7' exterior burn room plate steel door and hardware
 - c. Entire room shall be protected with a Super Padgenite HD™ liner system
 - d. One (1) temperature monitoring system with 6 thermocouples
 - e. Two (2) 24" square manual operating roof vent hatches
 - f. Six (6) half-height maze panels

GSA Materials:	\$271,091.87
Off Schedule Materials:	\$56,979.00
Soils Test:	\$3,222.00
Foundation Design:	\$3,500.00
Foundation Installation:	\$65,000.00
Concrete Fill on Deck Installation:	\$22,500.00
Freight:	\$31,736.00
Labor:	\$109,249.00
Payment and Performance Bond:	<u>\$20,276.00</u>
Total:	\$583,553.87

Prevailing wage rates, if any will be applied to the labor cost to erect the simulator.

All pricing is in US Dollars and is valid for 30 days.

Schedule: We would require 2 weeks to prepare conceptual drawings after award of the contract or purchase order, 6-8 weeks to prepare permit drawings, and 10-12 weeks for delivery after completion of permit drawings. The foundation will be installed after the permit is issued and the erection would be complete approximately 6-8 weeks after the latter of the issued permit or the delivery of building.

Design Criteria: Pricing is based on the following structural design criteria per IBC 2012:

1. *Live Loads-* (a) Roof: 100 psf (b) Floor: 100 psf (c) Attic: 100 psf
2. *Wind Loads-* (a) Speed: 160 mph ult. (b) Exposure: C
3. *Seismic Loads-* (a) Coefficient S_s [max]: 55 (b) Coefficient S₁ [max]: 13
4. *Soil Capacity-* Minimum 1500 lbs/sq.ft.

*Requirements exceeding these loads may result in additional costs.

Exclusions: We exclude from our proposal: prevailing wages, taxes, permit fees, special insurance requirements if any, field painting other than touch-up, mechanical, electrical, fire protection systems, gas fired simulators, site plan, mass site work, engineering layout and general condition items and any other miscellaneous fees. Prevailing wage rates, if any will be applied to the labor cost to erect the simulator.

Terms: 25% on the building package is due upon completion of the shop drawings. Balance of payment on materials due on delivery to site. No retention on materials. Labor will be billed monthly. Invoices not in dispute over 45 days will be assessed 1 ½ % per month on balances in excess of 30 days.

We hope you find the proposal acceptable. If we can provide you with further information, please feel free to call.

Sincerely,



Joseph P. Kirchner
WHP Trainingtowers™

Cc: Greg Sutton

State License Number: CGC1507198

Encl.: "Palm Bay 5-7-21 Drawings"

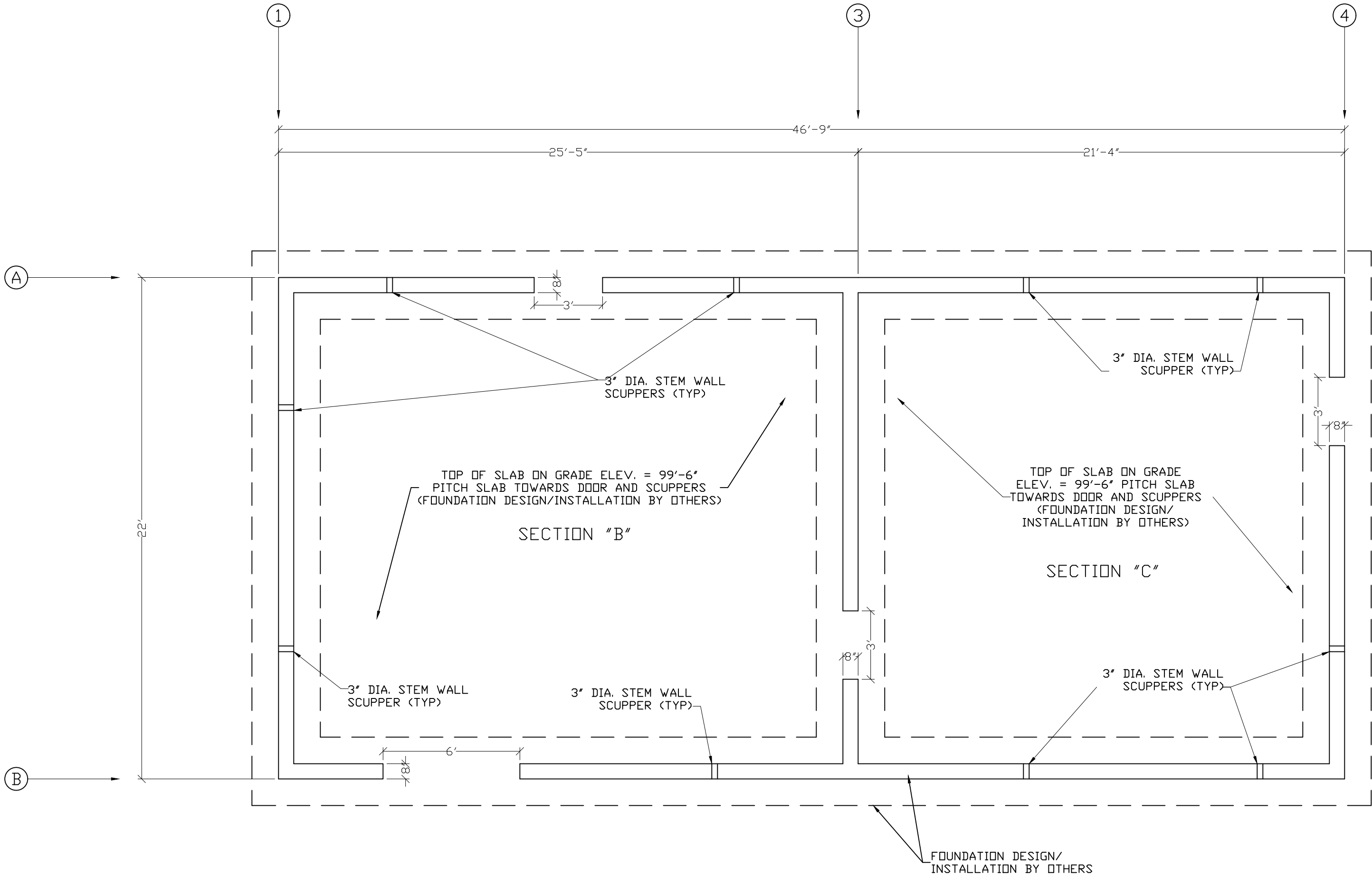
GENERAL NOTES

- 1) THIS INFORMATION CONFORMS TO ALL APPLICABLE STANDARDS FOR FIRE TRAINING SIMULATORS AT THE TIME OF PREPARATION.
- 2) THE ERECTION CONTRACTOR ASSUMES RESPONSIBILITY FOR ALL MATERIALS, AT THE TIME OF DELIVERY. THIS CONTRACTOR IS ALSO RESPONSIBLE TO ACCOUNT FOR ALL MATERIAL, AT TIME OF DELIVERY. IF THERE IS A DISCREPANCY IN THE MATERIAL DELIVERED, CONTACT WHP TRAININGTOWERS IMMEDIATELY IN ORDER TO MAKE PROPER ARRANGEMENTS TO PROVIDE THE NECESSARY MATERIAL.
- 3) THIS SET OF DRAWINGS IS INTENDED AS A CONCEPTUAL SET, PROVIDED FOR SECONDARY REFERENCE ONLY. REFER TO BEHLEN INDUSTRIES CONSTRUCTION DRAWINGS AND THE MISCELLANEDUS METALS DRAWINGS AS PRIMARY REFERENCE FOR EXACT MATERIAL DIMENSIONS, ERECTION, AND PROCEDURES.
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- 5) WRITTEN DIMENSIONS ON THESE DRAWINGS SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS. INSTALLING CONTRACTORS OR OWNERS SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND WHP TRAININGTOWERS SHALL BE NOTIFIED IMMEDIATELY OF ANY VARIATIONS OR DISCREPANCIES FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS. ANY FIELD CHANGES OR MODIFICATIONS TO EITHER THE STRUCTURE OR ADDITIVE COMPONENTS MUST BE REPORTED AND APPROVED BY WHP TRAININGTOWERS PRIOR TO PERFORMING ANY WORK.
- 6) MISCELLANEDUS FIELD CUTTING AND FITTING OF BOTH STRUCTURAL AS WELL AS LIGHT GAUGE FRAMING COMPONENTS WILL BE NECESSARY TO BE ABLE TO PERFORM THE INSTALLATION PROCEDURES REQUIRED AND WILL BE CONSIDERED AS A STANDARD CONDITION AND REQUIREMENT FOR ERECTION OF THIS LIVE FIRE TRAINING SIMULATOR AND ITS COMPONENTS.
- 7) DOORS SHALL BE PAINTED 18 GA HOT-DIPPED GALVANIZED HOLLOW METAL SLABS WITH CONTINUOUSLY WELDED SEAMS. DOOR FRAMES SHALL BE 1" PAINTED 16 GA HOT-DIPPED GALVANIZED FRAMES. EACH EXTERIOR NON-BURN ROOM DOOR SHALL BE PROVIDED WITH (3) HEAVY-DUTY STAINLESS STEEL BALL BEARING HINGES, (1) COMMERCIAL GRADE KEYED LOCKSET, AND (2) DOOR MUTES. EACH INTERIOR NON-BURN ROOM DOOR SHALL BE PROVIDED WITH (3) HEAVY-DUTY STAINLESS STEEL BALL BEARING HINGES, (1) COMMERCIAL GRADE PASSAGE SET, AND (2) DOOR MUTES. EACH BURN ROOM DOOR SHALL BE PROVIDED WITH (3) HEAVY-DUTY STAINLESS STEEL BALL BEARING HINGES, (2) SPRING-TYPE CLOSING DEVICES, (1) DOOR PULL, (1) ADJUSTABLE BALL CATCH, AND (1) 8" LOCKABLE BARREL BOLT FOR USE IN SECURING THE BUILDING WHEN NOT IN USE. ANY DOUBLE DOORS SHALL BE PROVIDED WITH (1) METAL ASTRIGAL. ALL DOOR FRAMES THAT DO NOT SIT ON THE CONCRETE STEM WALL SHALL EXTEND 6" FROM THE BOTTOM OF DOOR SLAB. ALL DOORS SHALL HAVE (1) HIGH-TEMP DOOR SWEEP INSTALLED ON THE OUTSWING SIDE OF THE DOOR. THE DOOR SWEEP SHALL DRAG AGAINST THE FINISHED FLOOR LEVEL.
- 8) WINDOW CLOSURES SHALL BE PAINTED 12 GA HOT-DIPPED GALVANIZED SINGLE LEAVES WITH A 1" DEEP PAN FRAME DESIGN. EACH NON-BURN ROOM CLOSURE ACCESSIBLE FROM THE GROUND SHALL BE PROVIDED WITH (1) STAINLESS STEEL CONTINUOUS HINGE, (1) SLAM LATCH, (1) KEYED LEVER ON THE EXTERIOR SIDE OF THE CLOSURE, AND (1) PASSAGE LEVER ON THE INTERIOR SIDE OF THE CLOSURE. EACH NON-BURN ROOM CLOSURE NOT ACCESSIBLE FROM THE GROUND SHALL BE PROVIDED WITH (1) STAINLESS STEEL CONTINUOUS HINGE, (1) SLAM LATCH, (1) PASSAGE LEVER ON THE EXTERIOR SIDE OF THE CLOSURE, AND (1) PASSAGE LEVER ON THE INTERIOR SIDE OF THE CLOSURE. EACH BURN ROOM CLOSURE SHALL BE PROVIDED WITH ONE OF THE ABOVE HARDWARE SETS AND SHALL INCLUDE (3) "PADGENITE" MOUNTING CHANNELS WELDED ON THE INTERIOR SIDE OF THE CLOSURE. ALL CLOSURES SHALL BE INSTALLED WITH EQUAL SPACING BETWEEN THE FRAMED OPENING AND THE CLOSURE PAN. ALL SILL ELEVATIONS SHALL BE 42" ABOVE FINISHED FLOOR ELEVATION.
- 9) FLOOR DECKS ABOVE GRADE SHALL BE CONCRETE OVER GALVANIZED 15" 'C' DECK FASTENED DIRECTLY TO FLOOR JOISTS USING SELF-DRILLING/SELF-THREADING TEK SCREW FASTENERS AT 6" O.C. INCREMENTS. ALL FLOOR DECKS SHALL REQUIRE FIELD CUTTING AND FITTING AS REQUIRED TO ACCOMMODATE THE BUILDING CONFIGURATION. CONCRETE FILL SHALL BE 4" IN DEPTH. CONCRETE SHALL BE A SMALL AGGREGATE CONCRETE WITH FIBER MESH REINFORCING. CONCRETE SHALL BE PITCHED TO EXTERIOR WALLS AND DOOR OPENINGS. FINISH SHALL BE A LIGHT BROOM FINISH. (CONCRETE FILL BY OTHERS)
- 10) ALL CORRUGATED ROOF AND WALL PANELS ARE TO BE PREFINISHED IN ONE OF 13 STANDARD COLORS. COMPOUND CORRUGATED WALL PANELS ARE 3'-5" WIDE AND 4 3/4" DEEP. COMPOUND CORRUGATED ROOF PANELS ARE TO BE 3'-5" WIDE AND 7 1/2" DEEP. ALL WALL AND ROOF PANELS ARE TO BE BOLTED AT 6" O.C. INCREMENTS. UTILIZING 3/8" DIAMETER BOLT FASTENERS PROVIDED IN A COLOR TO MATCH THE WALL OR ROOF PANEL COLOR.
- 11) ALL INTERIOR WALL PARTITIONS SHALL BE CONSTRUCTED OF 4 1/2" X 18 GA GALVANIZED METAL STUDS AT 24" O.C. AND 4 3/4" X 18 GA GALVANIZED METAL TRACK. ALL SIDES OF INTERIOR PARTITIONS NOT RECEIVING BURN ROOM PANELS SHALL RECEIVE 18 GA GALVANIZED SHEETING FASTENED WITH #8 X 3/8" LOW PROFILE TEK SCREWS AT 12" O.C.

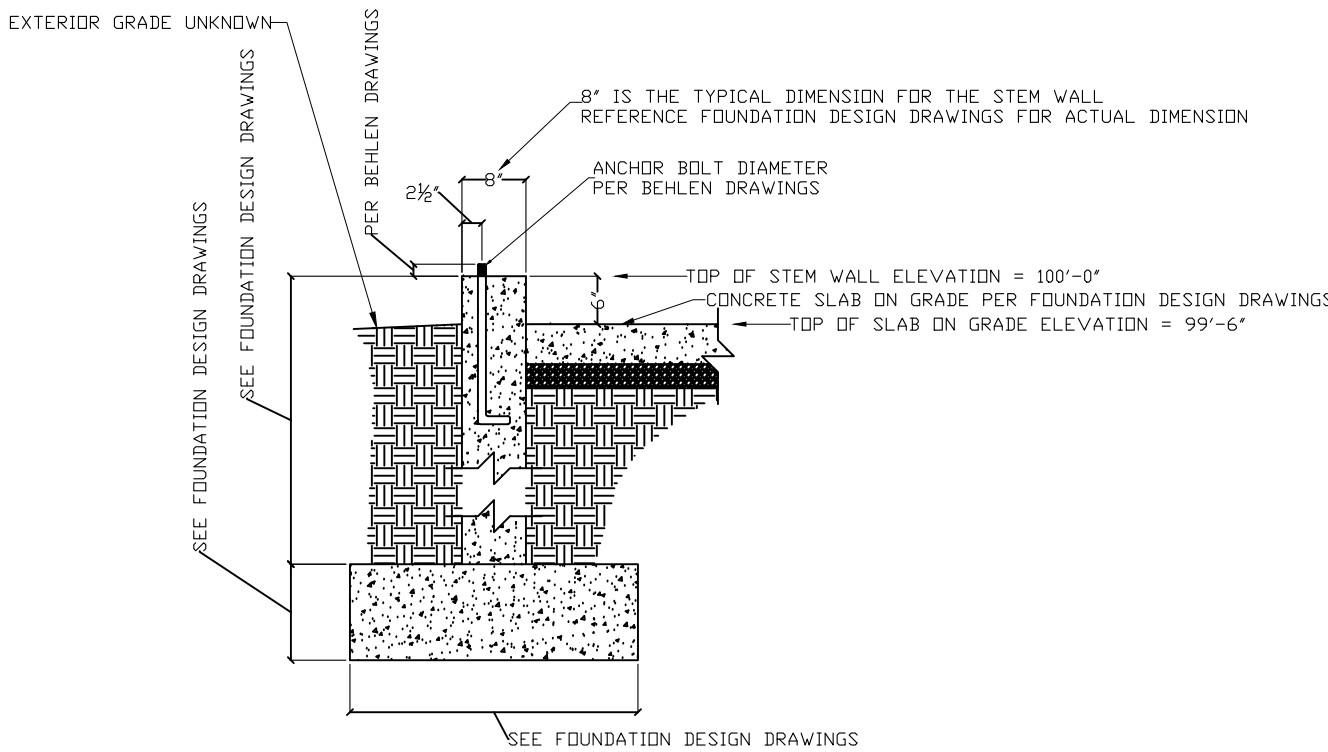
DESIGN LOADS

ROOF LOAD	-- 100 PSF
FLOOR LOAD	-- 100 PSF
ATTIC LOAD	-- 100 PSF
WIND LOAD	-- -- MPH
WIND EXPOSURE	-- --

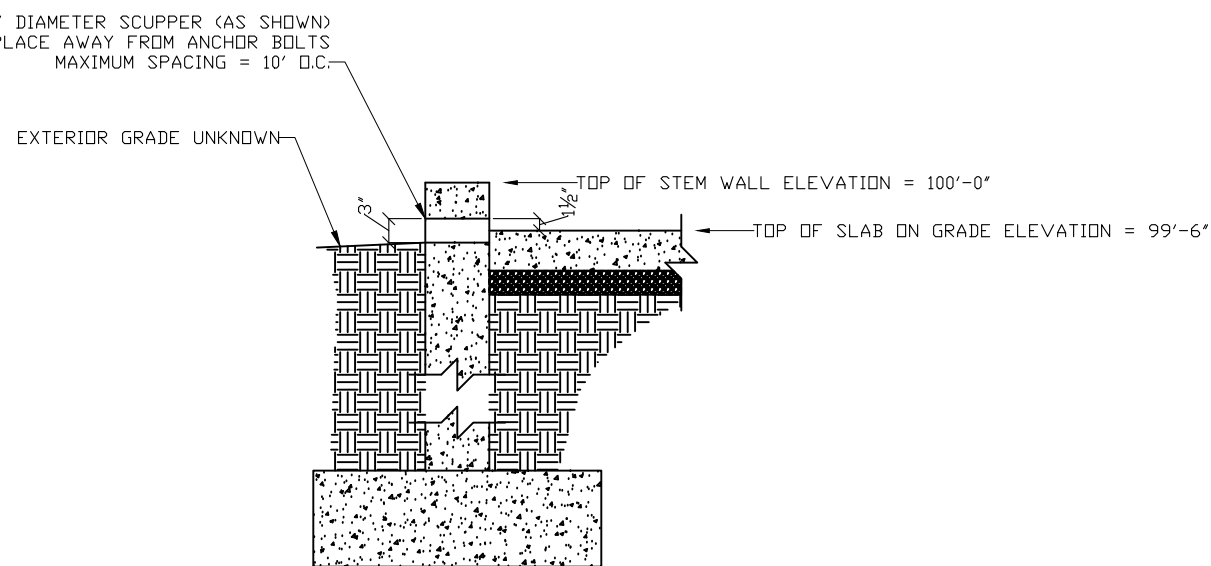
ERECTION NOTE - STAGGER CHANNEL AS SHOWN
NOT TO SCALE



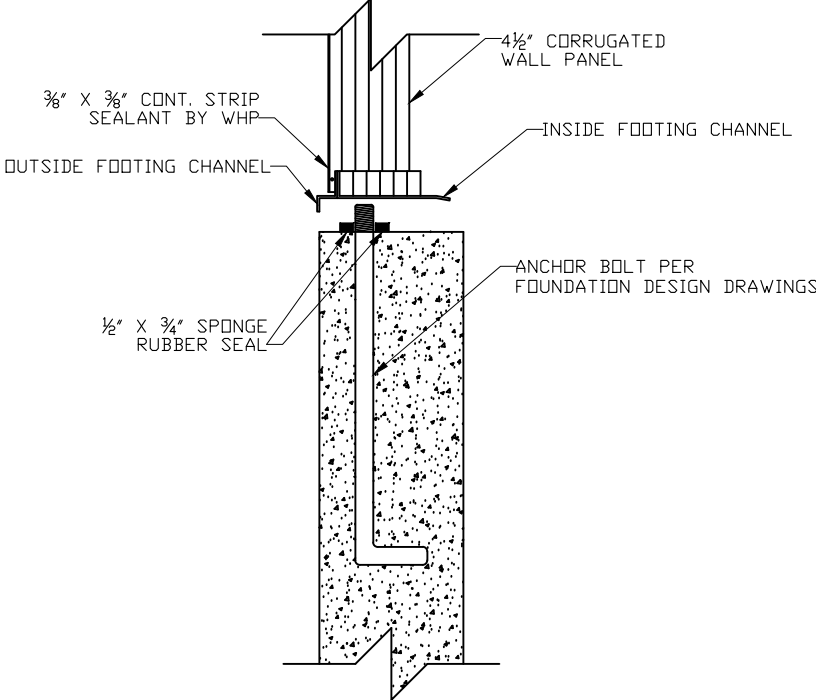
CONCEPTUAL FOUNDATION LAYOUT
NOT TO SCALE



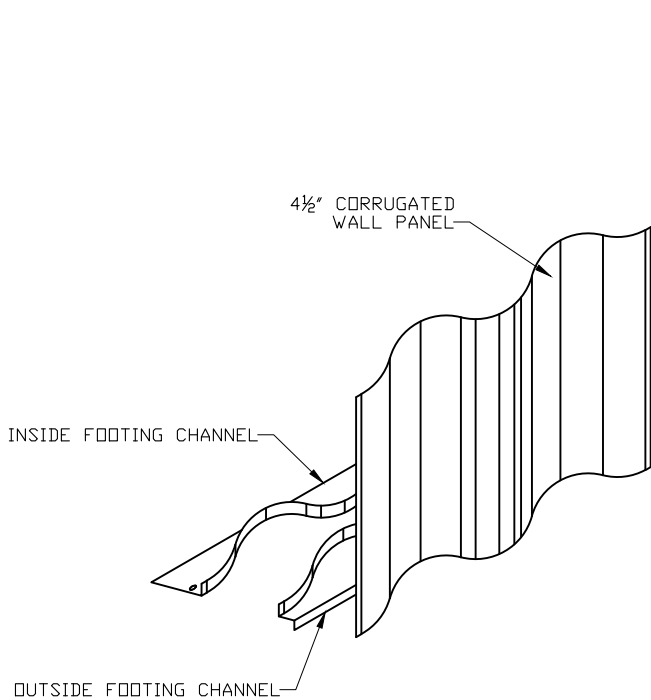
ANCHOR BOLT DETAIL (TYP.)
NOT TO SCALE



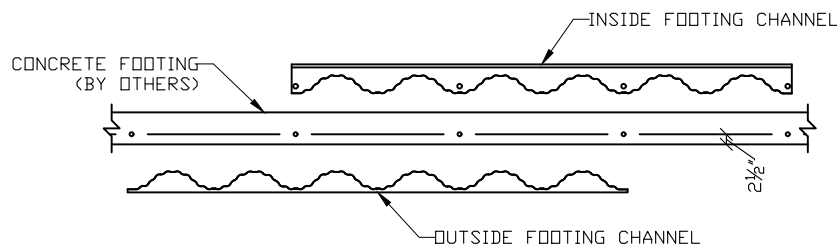
WALL SCUPPER DETAIL (TYP.)
NOT TO SCALE



FOUNDATION CHANNEL DETAIL (TYP.)
NOT TO SCALE



WALL PANEL DETAIL (TYP.)
NOT TO SCALE



2ND ALARM - STANDARD
FIRE TRAINING SIMULATOR

PALM BAY FIRE RESCUE
PALM BAY, FL

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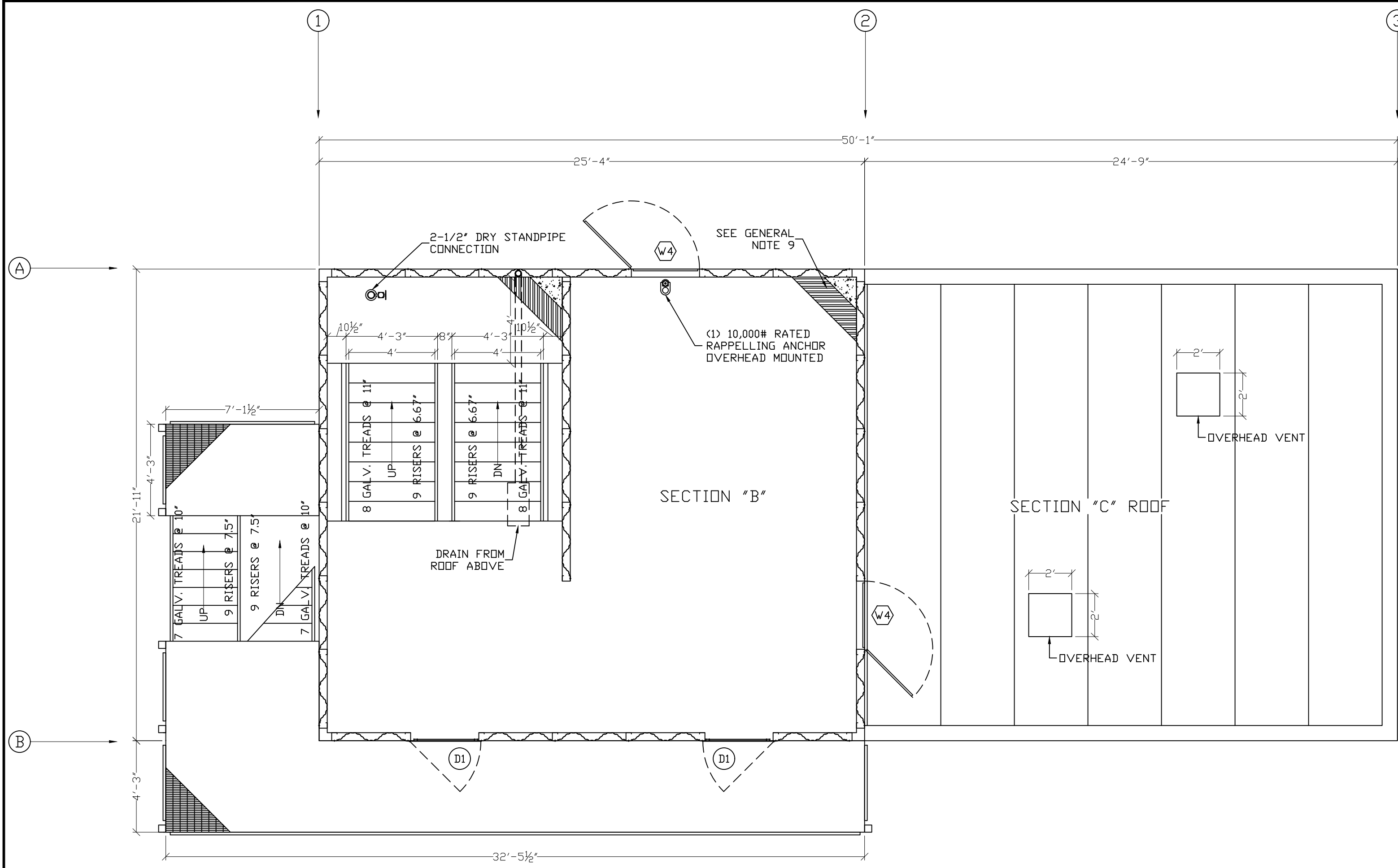
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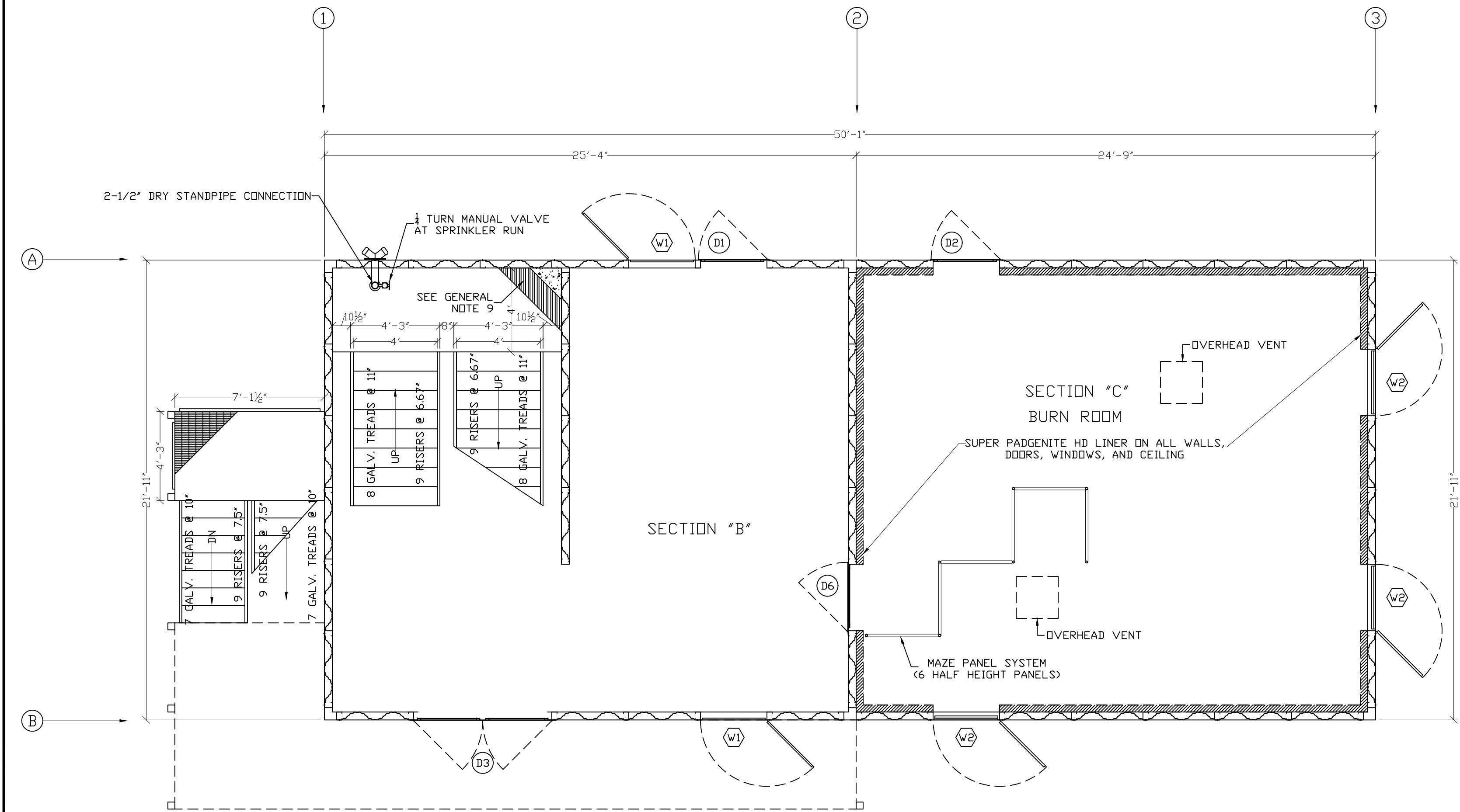
PROJECT NUMBER:	00-W-000	REVISION DATES
PROJECT ERECTOR:		1
DRAWN BY:	JPK	2
REVIEWED BY:	JPK	3
PRINT DATE:	05-06-21	4

FOUNDATION PLAN

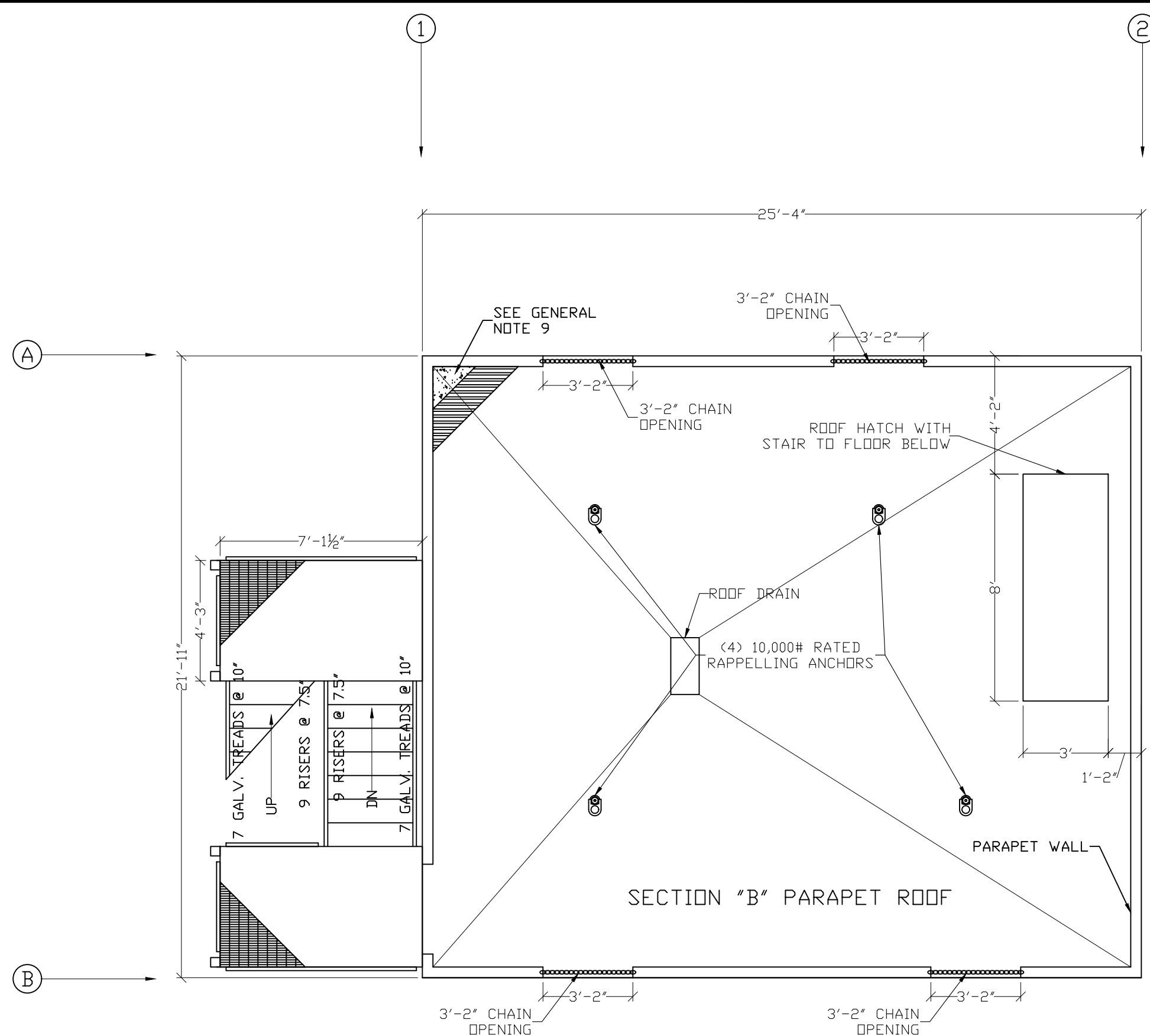
FOUNDATION PLAN



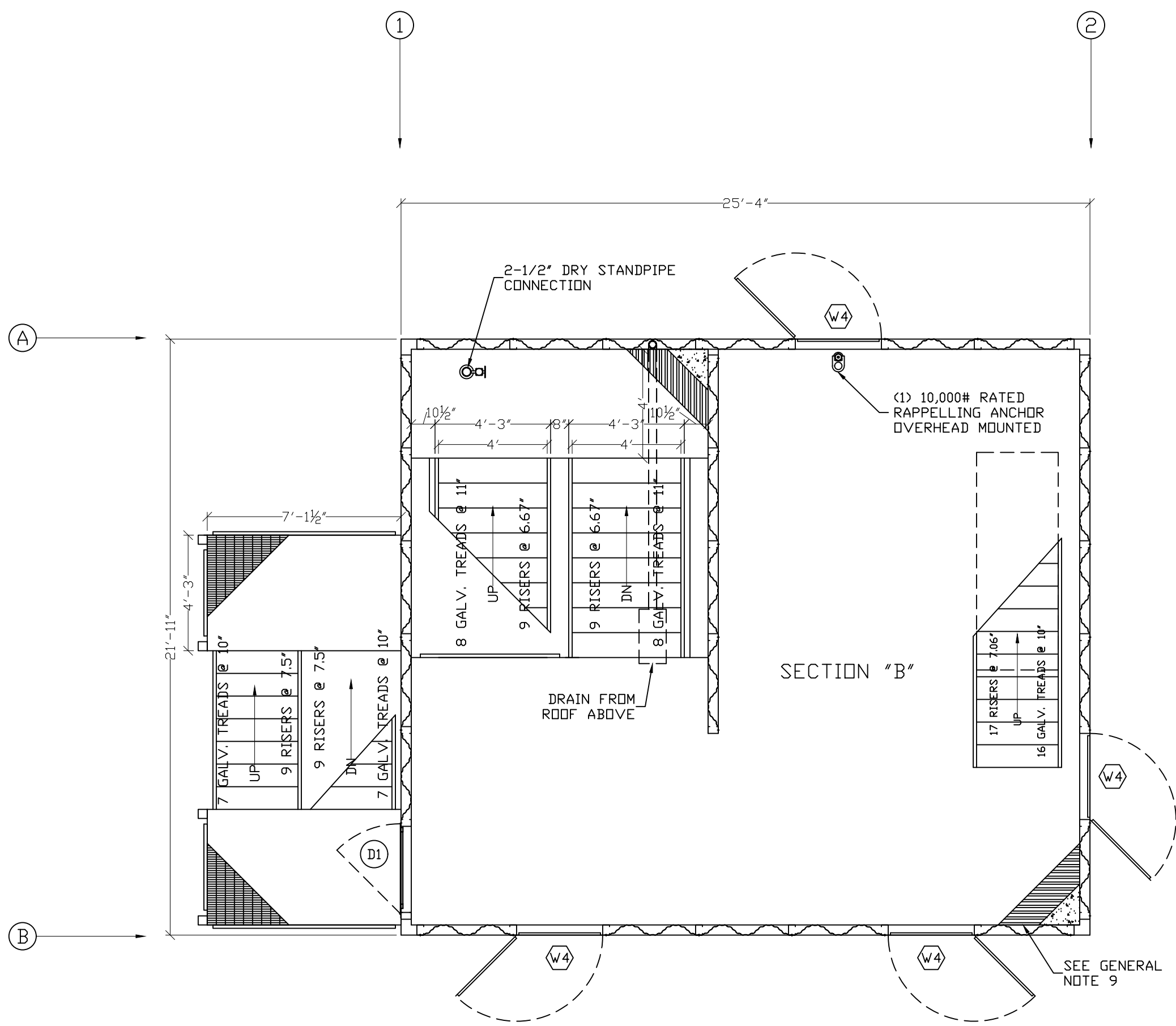
2ND FLOOR PLAN AND ANNEX ROOF PLAN
SCALE: 1/4" = 1'-0"



RESIDENTIAL AND ANNEX 1ST FLOOR PLAN
SCALE: 1/4" = 1'-0"



RESIDENTIAL ROOF PLAN
SCALE: 1/4" = 1'-0"



3RD FLOOR PLAN
SCALE: 1/4" = 1'-0"

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w/h/p

A DIV. OF J.S.C. INC.

9121 BOND OVERLAND PARK, KS 66214

TEL. 913-385-3663 FAX: 913-385-7078

TOLL FREE 1-800-351-2525 www.trainingtowers.com

2ND ALARM - STANDARD FIRE TRAINING SIMULATOR

PALM BAY FIRE RESCUE
PALM BAY, FL

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OF PREPARATION.

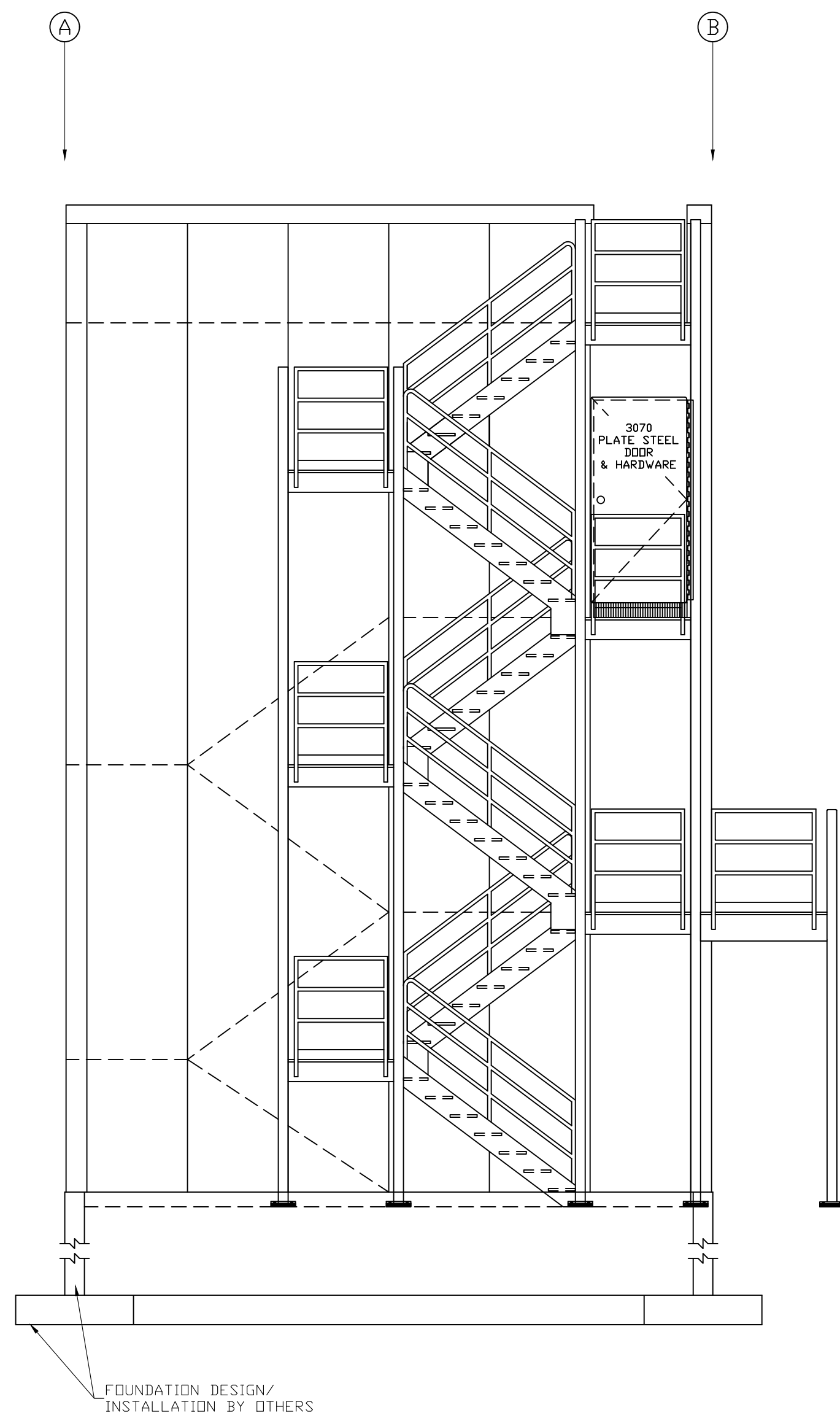
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CONTACT THE NECESSARY MATERIALS

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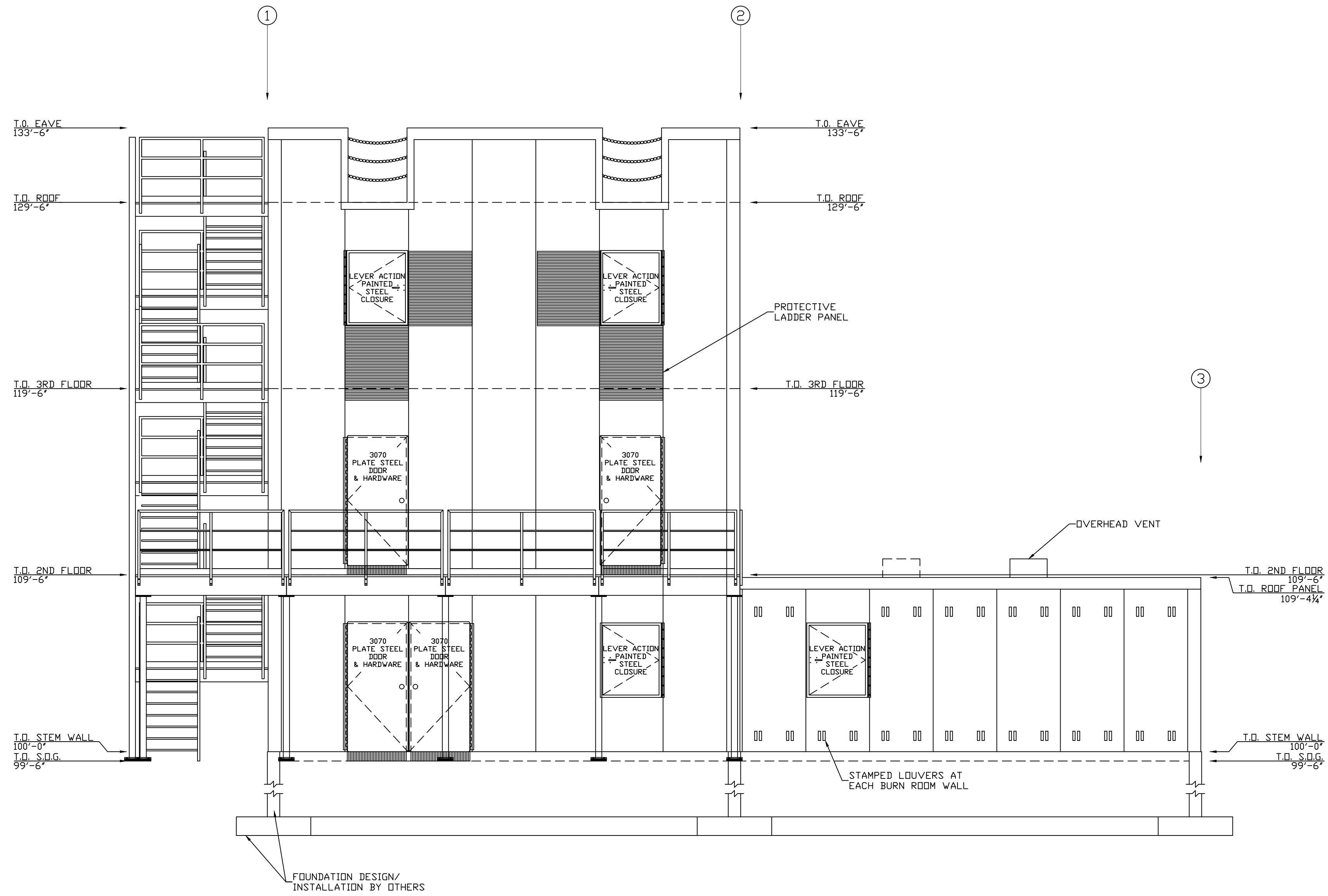
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WORK OR PROJECT OTHER THAN THE SPECIFIC PROJECT FOR
WHICH THEY HAVE BEEN PREPARED WITHOUT WRITTEN
CONSENT OF REVEN INDUSTRIES.

PROJECT NUMBER:	00-W-000	REVISION DATES
PROJECT ERECTOR:		1
DRAWN BY:	JKP	2
REVIEWED BY:	JKP	3
PRINT DATE:	05-06-21	4

FLOOR PLANS



LEFT SIDE ELEVATION
SCALE: 1/4" = 1'-0"



FRONT SIDE ELEVATION
SCALE: 1/4" = 1'-0"

2ND ALARM - STANDARD FIRE TRAINING SIMULATOR

PALM BAY FIRE RESCUE
PALM BAY, FL

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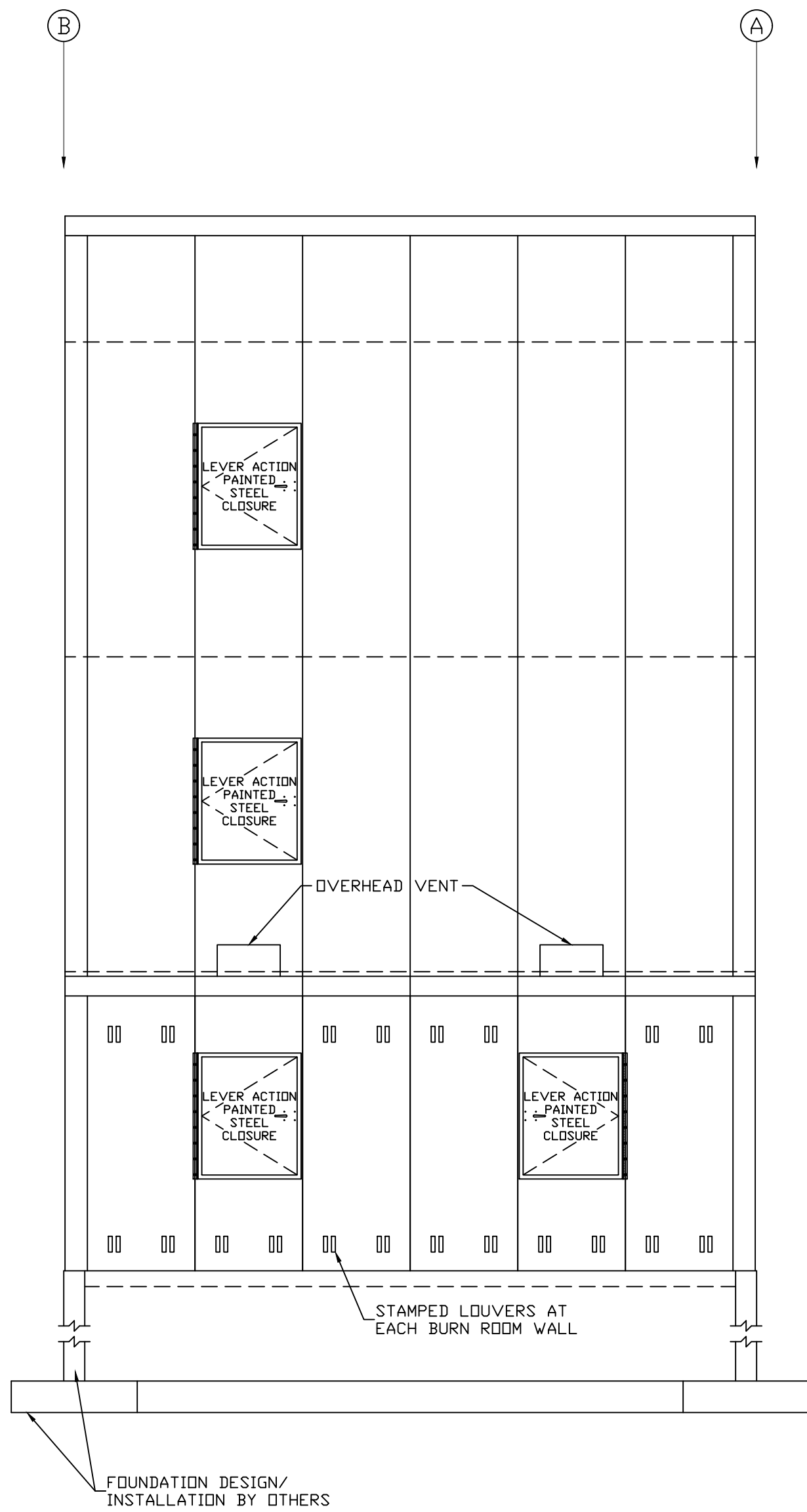
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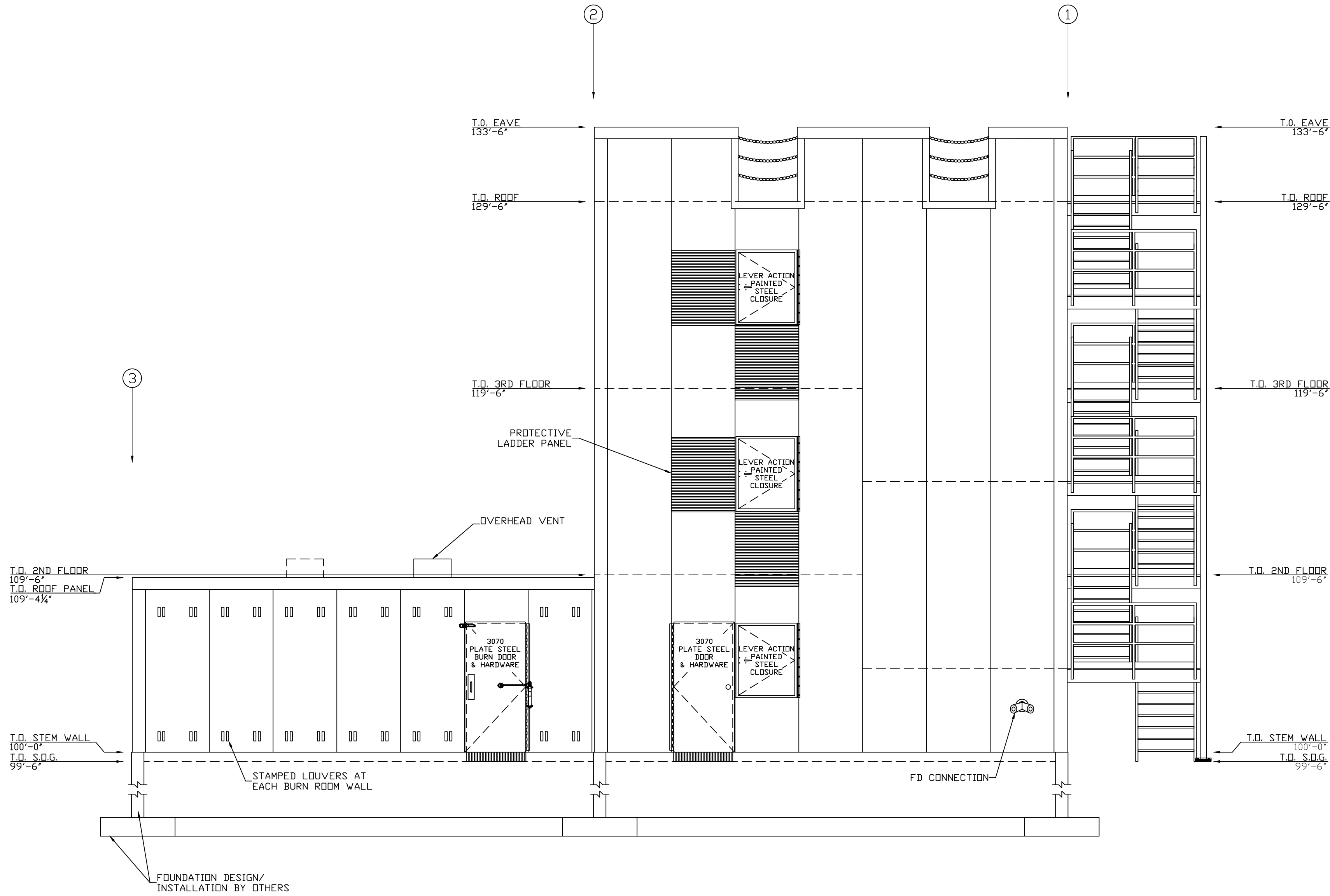
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PROJECT NUMBER:	00-W-001	REVISION DATES
PROJECT ERECTOR:	1	
DRAWN BY:	2	
REVIEWED BY:	3	
PRINT DATE:	05-06-21	4

FRONT SIDE
AND LEFT SIDE
ELEVATIONS



RIGHT SIDE ELEVATION
SCALE: 1/4" = 1'-0"



REAR SIDE ELEVATION
SCALE: 1/4" = 1'-0"

2ND ALARM - STANDARD FIRE TRAINING SIMULATOR

PALM BAY FIRE RESCUE
PALM BAY, FL

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PROJECT NUMBER:	00-W-100	REVISION DATES
PROJECT ERECTOR:	1	
DRAWN BY:	2	
REVIEWED BY:	3	
PRINT DATE:	05-06-21	4

REAR SIDE
AND RIGHT SIDE
ELEVATIONS



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joan Junkala-Brown, Acting City Manager

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

DATE: 9/2/2021

RE: Resolution 2021-42, conveying City-owned surplus real estate located at 1042 Moonlight Court to buyer Teresa A. Linton.

At the Regular Meeting on August 5, 2020, City Council authorized the City Manager to execute a purchase contract with buyer, Teresa Linton.

In August 2019, the City acquired a 0.14-acre lot located at 1042 Moonlight Court in Port Malabar Holiday Park Mobile Home Recreation District (Holiday Park) through escheatment by Brevard County for nonpayment of taxes pursuant to the tax certificates/tax deeds sale procedures of the Chapter 197, Florida Statutes. On August 20, 2020, City Council declared this property as surplus real estate. This property has been listed for sale through the City's contract residential real estate broker, Ellingson Properties, LLC.

Ellingson Properties prepared a Comparative Market Analysis (CMA) with a suggested list price of \$24,980. Following review, the City requested the broker list this property at the value of the highest comparable, which was \$29,989. On May 20, the City received a purchase offer of \$20,000 from buyer Teresa A. Linton, for which the City countered at \$25,000. Subsequently, the Buyer submitted a counteroffer of \$22,250. It was noted that this particular lot requires more work and much greater expense to remove and replace the modular home, including the removal, or extreme pruning, of a very large tree and replacement of the driveway.

It is also important to note that, while the City has title to the land, it does not have clear title to the mobile home. Any interested buyer, at their own expense, would need to subsequently file a title action related to the mobile home, which is in severe disrepair as the home has been neglected for years. The Holiday Park association does require the buyer to demolish and remove the structure upon purchase and title action, at the buyer's expense.

On August 23, 2021 the City received a request to extend the closing date from August 27, 2021 to September 17 2021.

REQUESTING DEPARTMENT:
Community & Economic Development

FISCAL IMPACT:

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

RECOMMENDATION:

Motion to adopt a Resolution conveying City-owned surplus real estate located at 1042 Moonlight Court to buyer Teresa A. Linton.

ATTACHMENTS:**Description**

Purchase Contract-1042 Moonlight Court (Teresa Linton)

Resolution 2021-42

"AS IS" Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR



1* **PARTIES:** _____ City of Palm Bay _____ ("Seller"),
 2* and _____ Teresa A. Linton _____ ("Buyer"),
 3 agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property
 4 (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase
 5 and any riders and addenda ("Contract");

1. PROPERTY DESCRIPTION:

7* (a) Street address, city, zip: 1042 Moonlight Court Palm Bay 32907
 8* (b) Located in: Brevard County, Florida. Property Tax ID #: 28-37-32-Ka-00009.0-0027.00
 9* (c) Real Property: The legal description is
 10 PORT MALABAR HOLIDAY PARK UNIT 1 LOT 27 & NW'LY 12.86 FT OF LOT 28 BLK 9

11 together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and
 12 attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or
 13 by other terms of this Contract.

14 (d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items
 15 which are owned by Seller and existing on the Property as of the date of the initial offer are included in the
 16 purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), intercom, light fixture(s),
 17 drapery rods and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), security gate
 18 and other access devices, and storm shutters/panels ("Personal Property").
 19 Other Personal Property items included in this purchase are: n/a

20* Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.
 21 (e) The following items are excluded from the purchase: n/a
 22
 23*
 24

PURCHASE PRICE AND CLOSING

25
 26* 2. **PURCHASE PRICE** (U.S. currency):\$ 22,250.00

27* (a) Initial deposit to be held in escrow in the amount of (checks subject to COLLECTION)\$ 2,250.00

28 The initial deposit made payable and delivered to "Escrow Agent" named below
 29* (CHECK ONE): (i) ☐ accompanies offer or (ii) ☒ is to be made within 3 (if left
 30 blank, then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN
 31 OPTION (ii) SHALL BE DEEMED SELECTED.

32* Escrow Agent Information: Name: E Title Services LLC
 33* Address: 5815 S US 1 Rockledge FL
 34* Phone: 321-450-4770 E-mail: _____ Fax: _____

35* (b) Additional deposit to be delivered to Escrow Agent within _____ (if left blank, then 10)
 36* days after Effective Date\$ 0.00

37 (All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")

38* (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 80

39* (d) Other:\$ 0.00

40 (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire
 41* transfer or other COLLECTED funds\$ 20,000.00

42 NOTE: For the definition of "COLLECTION" or "COLLECTED" see STANDARD S.

3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:

43 (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before
 44 8/6/2021, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to
 45* Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day
 46 the counter-offer is delivered.

47 (b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or
 48 initialed and delivered this offer or final counter-offer ("Effective Date").

49 4. **CLOSING DATE:** Unless modified by other provisions of this Contract, the closing of this transaction shall occur
 50 and the closing documents required to be furnished by each party pursuant to this Contract shall be delivered
 51 ("Closing") on or before 8/27/2021 ("Closing Date"), at the time established by the Closing Agent.
 52*

Buyer's Initials

[Signature]

Page 1 of 12

Seller's Initials

[Signature]

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5. EXTENSION OF CLOSING DATE:

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

6. OCCUPANCY AND POSSESSION:

- (a) Unless the box in Paragraph 8(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the Property to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed all personal items and trash from the Property and shall deliver all keys, garage door openers, access devices and codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to the Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to have accepted the Property in its existing condition as of time of taking occupancy.
- (b) ☐ **CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING.** If Property is subject to a lease(s) after Closing or is intended to be rented or occupied by third parties beyond Closing, the facts and terms thereof shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall be delivered to Buyer, all within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that the lease(s) or terms of occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery of written notice of such election to Seller within 5 days after receipt of the above items from Seller, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Estoppel Letter(s) and Seller's affidavit shall be provided pursuant to STANDARD D. If Property is intended to be occupied by Seller after Closing, see Rider U. POST-CLOSING OCCUPANCY BY SELLER.

7. ASSIGNABILITY: (CHECK ONE): Buyer ☐ may assign and thereby be released from any further liability under this Contract; ☐ may assign but not be released from liability under this Contract; or ☒ may not assign this Contract.

FINANCING

8. FINANCING:

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

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

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

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

(ii) Buyer shall keep Seller and Broker fully informed about the status of Buyer's mortgage loan application, Loan Approval, and loan processing and authorizes Buyer's mortgage broker, lender, and Closing Agent to disclose such status and progress, and release preliminary and finally executed closing disclosures and settlement statements, to Seller and Broker.

(iii) Upon Buyer obtaining Loan Approval, Buyer shall promptly deliver written notice of such approval to Seller.

(iv) If Buyer is unable to obtain Loan Approval after the exercise of diligent effort, then at any time prior to expiration of the Loan Approval Period, Buyer may provide written notice to Seller stating that Buyer has been unable to obtain Loan Approval and has elected to either:

- (1) waive Loan Approval, in which event this Contract will continue as if Loan Approval had been obtained; or
(2) terminate this Contract.

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(v) If Buyer fails to timely deliver either notice provided in Paragraph 8(b)(iii) or (iv), above, to Seller prior to expiration of the Loan Approval Period, then Loan Approval shall be deemed waived, in which event this Contract will continue as if Loan Approval had been obtained, provided however, Seller may elect to terminate this Contract by delivering written notice to Buyer within 3 days after expiration of the Loan Approval Period.

(vi) If this Contract is timely terminated as provided by Paragraph 8(b)(iv)(2) or (v), above, and Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(vii) If Loan Approval has been obtained, or deemed to have been obtained, as provided above, and Buyer fails to close this Contract, then the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default or inability to satisfy other contingencies of this Contract; (2) Property related conditions of the Loan Approval have not been met (except when such conditions are waived by other provisions of this Contract); or (3) appraisal of the Property obtained by Buyer's lender is insufficient to meet terms of the Loan Approval, in which event(s) the Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

☐ (c) Assumption of existing mortgage (see rider for terms).

☐ (d) Purchase money note and mortgage to Seller (see riders; addenda; or special clauses for terms).

CLOSING COSTS, FEES AND CHARGES

9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:

(a) COSTS TO BE PAID BY SELLER:

- Documentary stamp taxes and surtax on deed, if any
- Owner's Policy and Charges (if Paragraph 9(c)(i) is checked)
- Title search charges (if Paragraph 9(c)(iii) is checked)
- Municipal lien search (if Paragraph 9(c)(i) or (iii) is checked)
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees
- Other: n/a

If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11 a sum equal to 125% of estimated costs to meet the AS IS Maintenance Requirement shall be escrowed at Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay such actual costs. Any unused portion of escrowed amount(s) shall be returned to Seller.

(b) COSTS TO BE PAID BY BUYER:

- Taxes and recording fees on notes and mortgages
- Recording fees for deed and financing statements
- Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- Survey (and elevation certification, if required)
- Lender's title policy and endorsements
- HOA/Condominium Association application/transfer fees
- Municipal lien search (if Paragraph 9(c)(ii) is checked)
- Loan expenses
- Appraisal fees
- Buyer's Inspections
- Buyer's attorneys' fees
- All property related insurance
- Owner's Policy Premium (if Paragraph 9 (c)(iii) is checked.)

• Other: _____

(c) **TITLE EVIDENCE AND INSURANCE:** At least _____ (if left blank, then 15, or if Paragraph 8(a) is checked, then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium, title search and closing services (collectively, "Owner's Policy and Charges") shall be paid, as set forth below. The title insurance premium charges for the owner's policy and any lender's policy will be calculated and allocated in accordance with Florida law, but may be reported differently on certain federally mandated closing disclosures and other closing documents. For purposes of this Contract "municipal lien search" means a search of records necessary for the owner's policy of title insurance to be issued without exception for unrecorded liens imposed pursuant to Chapters 159 or 170, F.S., in favor of any governmental body, authority or agency.

(CHECK ONE):

☒ (i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges, and Buyer shall pay the premium for Buyer's lender's policy and charges for closing services related to the lender's policy, endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other provider(s) as Buyer may select; or

☐ (ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and charges for closing services related to Buyer's lender's policy, endorsements and loan closing; or

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- ☐ (iii) [MIAMI-DADE/BROWARD REGIONAL PROVISION]: Seller shall furnish a copy of a prior owner's policy of title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title evidence, which is acceptable to Buyer's title insurance underwriter for reissue of coverage; (B) tax search; and (C) municipal lien search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's policy, and if applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than \$_____ (if left blank, then \$200.00) for abstract continuation or title search ordered or performed by Closing Agent.
- (d) **SURVEY:** On or before Title Evidence Deadline, Buyer may, at Buyer's expense, have the Real Property surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.
- (e) **HOME WARRANTY:** At Closing, ☐ Buyer ☐ Seller ☒ N/A shall pay for a home warranty plan issued by _____ at a cost not to exceed \$_____. A home warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.
- (f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may be paid in installments (**CHECK ONE**):
- ☐ (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing. Installments prepaid or due for the year of Closing shall be prorated.
- ☒ (b) Seller shall pay the assessment(s) in full prior to or at the time of Closing.
- IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.
- This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district (CDD) pursuant to Chapter 190, F.S., which lien shall be prorated pursuant to STANDARD K.

DISCLOSURES

10. DISCLOSURES:

- (a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.
- (b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed. If Seller identifies permits which have not been properly closed or improvements which were not permitted, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open permits or unpermitted improvements.
- (c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.
- (d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area" or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and/or flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer may terminate this Contract by delivering written notice to Seller within _____ (if left blank, then 20) days after Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property. The National Flood Insurance Program may assess additional fees or adjust premiums for pre-Flood Insurance Rate Map (pre-FIRM) non-primary structures (residential structures in which the insured or spouse does not reside for at least 50% of the year) and an elevation certificate may be required for actuarial rating.
- (e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.

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[Signature]

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

PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

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

12. PROPERTY INSPECTION; RIGHT TO CANCEL:

- (a) **PROPERTY INSPECTIONS AND RIGHT TO CANCEL:** Buyer shall have 0 (if left blank, then 15) days after Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall be released of all further obligations under this Contract; however, Buyer shall be responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer accepts the physical condition of the Property and any violation of governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all repairs and improvements required by Buyer's lender.
- (b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS Maintenance Requirement and has met all other contractual obligations.
- (c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's inspection of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open or needed Permits, and shall promptly cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve such Permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations,

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

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

ESCROW AGENT AND BROKER

13. ESCROW AGENT: Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow within the State of Florida and, subject to **COLLECTION**, disburse them in accordance with terms and conditions of this Contract. Failure of funds to become **COLLECTED** shall not excuse Buyer's performance. When conflicting demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation, arbitration, interpleader or an escrow disbursement order.

In any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or termination of this Contract.

14. PROFESSIONAL ADVICE; BROKER LIABILITY: Broker advises Buyer and Seller to verify Property condition, square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor for, or on behalf of, Indemnifying Party; (iv) products or services provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor. Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

DEFAULT AND DISPUTE RESOLUTION

15. DEFAULT:

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

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

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

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

- 16. DISPUTE RESOLUTION:** Unresolved controversies, claims and other matters in question between Buyer and Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled as follows:

- (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph 16(b).

- (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules"). The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph 16 shall survive Closing or termination of this Contract.

- 17. ATTORNEY'S FEES; COSTS:** The parties will split equally any mediation fee incurred in any mediation permitted by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

18. STANDARDS:

A. TITLE:

(i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property, subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach addendum); provided, that, none prevent use of Property for **RESIDENTIAL PURPOSES**. If there exists at Closing any violation of items identified in (b) – (f) above, then the same shall be deemed a title defect. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law.

(ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period,

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

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

B. SURVEY: If Survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of such matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a prior survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the preparation of such prior survey, to the extent the affirmations therein are true and correct.

C. INGRESS AND EGRESS: Seller represents that there is ingress and egress to the Real Property and title to the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

D. LEASE INFORMATION: Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security deposits paid by tenant(s) or occupant(s) ("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s) the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to Paragraph 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's obligations thereunder.

E. LIENS: Seller shall furnish to Buyer at Closing an affidavit attesting (i) to the absence of any financing statement, claims of lien or potential lienors known to Seller and (ii) that there have been no improvements or repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at Closing.

F. TIME: Calendar days shall be used in computing time periods. **Time is of the essence in this Contract.** Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or a national legal holiday (see 5 U.S.C. 6103) shall extend to 5:00 p.m. (where the Property is located) of the next business day.

G. FORCE MAJEURE: Buyer or Seller shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the obligation, or the availability of services, insurance or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force Majeure. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God, unusual transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure no longer prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.


H. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be

Buyer's Initials



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Seller's Initials



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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

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

I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:

(i) **LOCATION:** Closing will be conducted by the attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title insurance and will take place in the county where the Real Property is located at the office of the Closing Agent, or at such other location agreed to by the parties. If there is no title insurance, Seller will designate Closing Agent. Closing may be conducted by mail, overnight courier, or electronic means.

(ii) **CLOSING DOCUMENTS:** Seller shall at or prior to Closing, execute and deliver, as applicable, deed, bill of sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit(s), owner's possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable, the survey, flood elevation certification, and documents required by Buyer's lender.

(iii) **FinCEN GTO NOTICE.** If Closing Agent is required to comply with the U.S. Treasury Department's Financial Crimes Enforcement Network ("FinCEN") Geographic Targeting Orders ("GTOs"), then Buyer shall provide Closing Agent with the information related to Buyer and the transaction contemplated by this Contract that is required to complete IRS Form 8300, and Buyer consents to Closing Agent's collection and report of said information to IRS.

(iv) **PROCEDURE:** The deed shall be recorded upon **COLLECTION** of all closing funds. If the Title Commitment provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to COLLECTION of all closing funds**, disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

J. ESCROW CLOSING PROCEDURE: If Title Commitment issued pursuant to Paragraph 9(c) does not provide for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and convey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

K. PRORATIONS; CREDITS: The following recurring items will be made current (if applicable) and prorated as of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including special benefit tax assessments imposed by a CDD), interest, bonds, association fees, insurance, rents and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current year's tax. If Closing occurs on a date when current year's millage is not fixed but current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. In all cases, due allowance shall be made for the maximum allowable discounts and applicable homestead and other exemptions. A tax proration based on an estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K shall survive Closing.

L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH: Seller shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a walk-through (or follow-up walk-through if necessary) prior to Closing.

M. RISK OF LOSS: If, after Effective Date, but before Closing, Property is damaged by fire or other casualty ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated

Buyer's Initials 
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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

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

N. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however, cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT EXECUTION: Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker (including such broker's real estate licensee) representing any party shall be as effective as if given by or to that party. All notices must be in writing and may be made by mail, personal delivery or electronic (including "pdf") media. A facsimile or electronic (including "pdf") copy of this Contract and any signatures hereon shall be considered for all purposes as an original. This Contract may be executed by use of electronic signatures, as determined by Florida's Electronic Signature Act and other applicable laws.

P. INTEGRATION; MODIFICATION: This Contract contains the full and complete understanding and agreement of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended to be bound by it.

Q. WAIVER: Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or rights.

R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Riders, addenda, and typewritten or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

S. COLLECTION or COLLECTED: "COLLECTION" or "COLLECTED" means any checks tendered or received, including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent or Closing Agent. Closing and disbursement of funds and delivery of closing documents may be delayed by Closing Agent until such amounts have been COLLECTED in Closing Agent's accounts.

T. RESERVED.

U. APPLICABLE LAW AND VENUE: This Contract shall be construed in accordance with the laws of the State of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the county where the Real Property is located.

V. FIRPTA TAX WITHHOLDING: If a seller of U.S. real property is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code ("Code") requires the buyer of the real property to withhold up to 15% of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service (IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding.

(i) No withholding is required under Section 1445 of the Code if the Seller is not a "foreign person". Seller can provide proof of non-foreign status to Buyer by delivery of written certification signed under penalties of perjury, stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer shall withhold the applicable percentage of the amount realized by Seller on the transfer and timely remit said funds to the IRS.

(ii) If Seller is a foreign person and has received a Withholding Certificate from the IRS which provides for reduced or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the reduced sum required, if any, and timely remit said funds to the IRS.

(iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount realized by Seller on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the

Buyer's Initials



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Seller's Initials



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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

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

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

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

W. RESERVED

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

ADDENDA AND ADDITIONAL TERMS

19. ADDENDA: The following additional terms are included in the attached addenda or riders and incorporated into this Contract (Check if applicable):

- | | | |
|--|---|---|
| <input type="checkbox"/> A. Condominium Rider | <input type="checkbox"/> K. RESERVED | <input type="checkbox"/> T. Pre-Closing Occupancy |
| <input type="checkbox"/> B. Homeowners' Assn. | <input type="checkbox"/> L. RESERVED | <input type="checkbox"/> U. Post-Closing Occupancy |
| <input type="checkbox"/> C. Seller Financing | <input type="checkbox"/> M. Defective Drywall | <input type="checkbox"/> V. Sale of Buyer's Property |
| <input type="checkbox"/> D. Mortgage Assumption | <input type="checkbox"/> N. Coastal Construction Control | <input type="checkbox"/> W. Back-up Contract |
| <input type="checkbox"/> E. FHA/VA Financing | Line | <input type="checkbox"/> X. Kick-out Clause |
| <input type="checkbox"/> F. Appraisal Contingency | <input type="checkbox"/> O. Insulation Disclosure | <input type="checkbox"/> Y. Seller's Attorney Approval |
| <input type="checkbox"/> G. Short Sale | <input checked="" type="checkbox"/> P. Lead Paint Disclosure (Pre-1978) | <input type="checkbox"/> Z. Buyer's Attorney Approval |
| <input type="checkbox"/> H. Homeowners/Flood Ins. | <input type="checkbox"/> Q. Housing for Older Persons | <input type="checkbox"/> AA. Licensee Property Interest |
| <input type="checkbox"/> I. RESERVED | <input type="checkbox"/> R. Rezoning | <input type="checkbox"/> BB. Binding Arbitration |
| <input type="checkbox"/> J. Interest-Bearing Acct. | <input type="checkbox"/> S. Lease Purchase/ Lease Option | <input type="checkbox"/> CC. Miami-Dade County
Special Taxing District
Disclosure |
| | | <input type="checkbox"/> Other: |

20. ADDITIONAL TERMS:

Buyer and Seller agree that the following are incorporated into the Sales Contract:

- 1) Port Malabar Holiday Park Recreation District Disclosure
- 2) Port Malabar Holiday Park Purchase Addendum
- 3) Addendum "A" to contract
- 4) E Title Services ABA Disclosure Statement
- 5) Offer Acceptance Acknowledgement
- 6) Seller's Property Disclosure Update
- 7) Utilities Acknowledgement
- 8) Lead Based Paint Disclosure

Buyer acknowledges that there is an application for purchase/registration if Buyer is a first time resident. Application and the non-refundable \$50 application fee for purchase/registration needs to be taken to the Holiday Park Business Office before or within 2 days of executed contract.

Buyer agrees to proceed to close on the purchase without Seller providing an owner's policy of title insurance.

COUNTER-OFFER/REJECTION

- ☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver a copy of the acceptance to Seller).
- ☐ Seller rejects Buyer's offer.

Buyer's Initials

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Seller's Initials

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THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.

Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.

AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO BE COMPLETED.

Buyer: Teresa A. Linton Date: 07/29/2021
7/29/2021 12:58:37 PM EDT Teresa A. Linton
 Buyer: _____ Date: _____
 Seller: [Signature] Date: 8-10-2021
 City of Palm Bay
 Seller: _____ Date: _____

Buyer's address for purposes of notice Seller's address for purposes of notice

BROKER: Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers entitled to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Contract shall not modify any MLS or other offer of compensation made by Seller or Listing Broker to Cooperating Brokers.

Nancy Beasley Gregory Ellingson
 Cooperating Sales Associate, if any Listing Sales Associate
EXP Realty Ellingson Properties
 Cooperating Broker, if any Listing Broker

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RESOLUTION 2021-42

A RESOLUTION OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, SELLING AND CONVEYING PROPERTY AS RECORDED IN PLAT BOOK 22, PAGES 125 THROUGH 137, 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 TERESA A. LINTON ("Purchaser") under a contract with the effective date of August 10, 2021:

Lots 27 and the northwesterly 12.86 feet of Lot 28, Block 9, Port Malabar Holiday Park Unit 1, according to the map or plat thereof as recorded in Plat Book 22, Page(s) 125 through 137, of the Public Records of Brevard County, Florida; Section 32, Township 28S, Range 37E; containing 0.14 acres, more or less;

Said property being more commonly known as 1042 Moonlight Court NE, Palm Bay, FL 32907, 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 TERESA A. LINTON, 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: Joan Junkala-Brown, Acting City Manager

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

DATE: 9/2/2021

RE: Resolution 2021-43, conveying City-owned surplus real estate located at 2050 Agora Circle SE to buyer EJ & JT Associates, Inc.

At the Regular Meeting on August 5, 2021, City Council authorized the City Manager to execute a purchase contract with buyer EJ & JT Associates, Inc.

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

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

Ellingson Properties prepared a Comparative Market Analysis (CMA) with a suggested list price of \$42,000. On August 5, 2021, a purchase offer of \$46,000 from EJ & JT Associates, Inc. was accepted.

REQUESTING DEPARTMENT:

Community & Economic Development

FISCAL IMPACT:

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

RECOMMENDATION:

Motion to adopt a Resolution conveying City-owned surplus real estate located at 2050 Agora Circle SE to buyer EJ & JT Associates, Inc.

ATTACHMENTS:

Description

Purchase Contract

Resolution 2021-43

Vacant Land Contract



1. **Sale and Purchase ("Contract"):** The City of Palm Bay ("Seller")
and EJ & JT Associates, Inc. ("Buyer")
(the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")
described as:

Address: 2050 Agora Circle SE, Palm Bay, FL 32907

Legal Description: PORT MALABAR UNIT 40 LOT 5 BLK 1981

SEC 3 /TWP / 29 /RNG 37 of Brevard County, Florida. Real Property ID No.: 29-37-03-26-01981-0005
including all improvements existing on the Property and the following additional property:

2. **Purchase Price:** (U.S. currency) \$ 46,000.00

All deposits will be made payable to "Escrow Agent" named below and held in escrow by:

Escrow Agent's Name: E Title Services, LLC

Escrow Agent's Contact Person: Stacy Vollenweider

Escrow Agent's Address: 5815 S US 1, Rockledge, FL 32955

Escrow Agent's Phone: 321-450-4720

Escrow Agent's Email: stacy@etitlebrevard.com

(a) Initial deposit (\$0 if left blank) (Check if applicable)

☐ accompanies offer

☒ will be delivered to Escrow Agent within 3 days (3 days if left blank)
after Effective Date

\$ 4,600.00

(b) Additional deposit will be delivered to Escrow Agent (Check if applicable)

☐ within days (10 days if left blank) after Effective Date

☐ within days (3 days if left blank) after expiration of Due Diligence Period

\$

(c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage)

\$

(d) Other:

\$

(e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)

to be paid at closing by wire transfer or other Collected funds

\$ 41,400.00

(f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The
unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify):
prorating areas of less than a full unit. The purchase price will be \$ per unit based on a
calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in
accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the
calculation:

3. **Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy
delivered to all parties on or before June 21, 2021, this offer will be withdrawn and Buyer's deposit, if
any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is
delivered. The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer
has signed or initialed and delivered this offer or the final counter-offer.

4. **Closing Date:** This transaction will close on 40daysaftereffectivedate ("Closing Date"), unless specifically
extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including,
but not limited to, Financing and Feasibility Study periods. However, if the Closing Date occurs on a Saturday,
Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business
day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property
insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If
this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and
other items.

5. **Extension of Closing Date:** If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not
available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

Buyer JAD and Seller [Signature] acknowledge receipt of a copy of this page, which is 1 of 8 pages.

VAG-14 Rev 3/21

Serial#: 037670-000162-3055232

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Form
Simplicity

("CFPB Requirements"), if applicable, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.

6. Financing: (Check as applicable)

(a) ☒ **Buyer** will pay cash for the Property with no financing contingency.

(b) ☐ This Contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____ days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this Contract and **Buyer's** deposit(s) will be returned.

- (1) ☐ **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ _____ or _____ % of the purchase price at (Check one) ☐ a fixed rate not exceeding _____ % ☐ an adjustable interest rate not exceeding _____ % at origination (a fixed rate at the prevailing interest rate based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to **Seller** and Broker.
- (2) ☐ **Seller Financing:** **Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to **Seller** in the amount of \$ _____, bearing annual interest at _____ % and payable as follows:

The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

- (3) ☐ **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to

LN# _____ in the approximate amount of \$ _____ currently payable at \$ _____ per month, including principal, interest, ☐ taxes and insurance, and having a ☐ fixed ☐ other (describe) _____ interest rate of _____ % which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____ % or the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess, failing which this Contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves **Buyer**, this Contract will terminate; and **Buyer's** deposit(s) will be returned.

- 7. Assignability: (Check one)** **Buyer** ☐ may assign and thereby be released from any further liability under this Contract, ☒ may assign but not be released from liability under this Contract, or ☐ may not assign this Contract.

- 8. Title:** **Seller** has the legal capacity to and will convey marketable title to the Property by ☐ statutory warranty deed ☐ special warranty deed ☐ other (specify) _____, free of liens, easements, and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____ provided there exists at closing no violation of the foregoing.

(a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search (including municipal lien search) if performed, and all other fees charged by closing agent. **Seller** will deliver to **Buyer**, at

(Check one) ☒ **Seller's** ☐ **Buyer's** expense and

(Check one) ☐ within _____ days after Effective Date ☒ at least 5 days before Closing Date,

(Check one)

- (1) ☒ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the

Buyer JAD () and Seller [Signature] () acknowledge receipt of a copy of this page, which is 2 of 8 pages.

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

- (2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

(b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within 10 days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within 30 days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).

(d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

9. **Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) **Inspections:** (Check (1) or (2))

- (1) ☒ **Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within 30 days (30 days if left blank) ("Due Diligence Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Due Diligence Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the inspections and return the Property to the condition it was in before conducting the inspections and (ii) release to **Seller** all reports and other work generated as a result of the inspections.

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

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(2) ☐ **No Due Diligence Period:** Buyer is satisfied that the Property is suitable for Buyer's purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to Buyer. This Contract is not contingent on Buyer conducting any further investigations.

(b) **Government Regulations:** Changes in government regulations and levels of service which affect Buyer's intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has expired or if Paragraph 9(a)(2) is selected.

(c) **Flood Zone:** Buyer is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, Seller will provide Buyer with an affidavit or survey as required by law delineating the line's location on the Property, unless Buyer waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.

☐ Buyer waives the right to receive a CCCL affidavit or survey.

10. Closing Procedure; Costs: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller (in local cashier's check if Seller requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 21. In addition to other expenses provided in this Contract, Seller and Buyer will pay the costs indicated below.

(a) Seller Costs:

Taxes on deed
Recording fees for documents needed to cure title
Title evidence (if applicable under Paragraph 8)
Estoppel Fee(s)
Other:

(b) Buyer Costs:

Taxes and recording fees on notes and mortgages
Recording fees on the deed and financing statements
Loan expenses
Title evidence (if applicable under Paragraph 8)
Lender's title policy at the simultaneous issue rate
Inspections
Survey
Insurance
Other:

(c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, Seller will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and Buyer will pay all other amounts. If special assessments may be paid in installments, ☒ Seller ☐ Buyer (Buyer if left blank) will pay installments due after closing. If Seller is checked, Seller will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

(e) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY

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IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

- (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If Seller is a "foreign person" as defined by FIRPTA, Seller and Buyer will comply with FIRPTA, which may require Seller to provide additional cash at closing.
- (g) **1031 Exchange:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

11. Computation of Time: Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103) shall extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this Contract.**

12. Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing or Seller negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, Seller will promptly inform Buyer. Either party may terminate this Contract by written notice to the other within 10 days after Buyer's receipt of Seller's notification, and Buyer's deposit(s) will be returned, failing which Buyer will close in accordance with this Contract and receive all payments made by the governmental authority or insurance company, if any.

13. Force Majeure: Seller or Buyer will not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of Seller or Buyer and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other; and Buyer's deposit(s) will be returned.

14. Notices: All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. Buyer's failure to timely deliver written notice to Seller, when such notice is required by this Contract, regarding any contingency will render that contingency null and void, and this Contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.

15. Complete Agreement; Persons Bound: This Contract is the entire agreement between Seller and Buyer. Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this Contract. Modifications of this Contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. Seller and Buyer will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public record. The terms "Seller," "Buyer," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of Seller, Buyer, and Broker.

16. Default and Dispute Resolution: This Contract will be construed under Florida law. This Paragraph will survive closing or termination of this Contract.

- (a) **Seller Default:** If Seller fails, neglects, or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive a return of Buyer's deposit(s) without thereby waiving any action for damages resulting

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

- (b) **Buyer Default:** If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this Contract, including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon **Seller** and **Buyer** will be relieved from all further obligations under this Contract; or **Seller**, at **Seller's** option, may proceed in equity to enforce **Seller's** rights under this Contract.

17. Attorney's Fees; Costs: In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

18. Escrow Agent; Closing Agent: **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

19. Professional Advice; Broker Liability: Broker advises **Seller** and **Buyer** to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. **Buyer** acknowledges that all representations (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value.** **Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this Contract. This Paragraph will survive closing.

20. Commercial Real Estate Sales Commission Lien Act: If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

21. Brokers: The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to closing agent:** **Seller** and **Buyer** direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any MLS or other offer of compensation made by **Seller** or listing broker to cooperating brokers.

Jenny Walker, GRI BK3119425
Seller's Sales Associate/License No.

Jenny Walker, GRI BK3119425
Buyer's Sales Associate/License No.

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329* Jenny@gregellingson.com
330 Seller's Sales Associate Email Address
331
332* 13215444751
333 Seller's Sales Associate Phone Number
334
335* Ellingson Properties
336 Listing Brokerage
337
338* 5815 S US 1, Rockledge, FL 32955
339 Listing Brokerage Address

Jenny@gregellingson.com
Buyer's Sales Associate Email Address
13215444751
Buyer's Sales Associate Phone Number
Ellingson Properties, LLC
Buyer's Brokerage
5815 S US 1, Rockledge, FL 32955
Buyer's Brokerage Address

340 22. Addenda: The following additional terms are included in the attached addenda and incorporated into this Contract
341 (Check if applicable)
342* ☐ A. Back-up Contract
343* ☐ B. Kick Out Clause
344* ☐ C. Other

345* 23. Additional Terms:
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361 COUNTER-OFFER/REJECTION

362* ☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and
363 deliver a copy of the acceptance to Seller).
364* ☐ Seller rejects Buyer's offer

365 This is intended to be a legally binding Contract. If not fully understood, seek the advice of an attorney before
366 signing.

367* Buyer: Jeffrey A Deshong Date: 6/17/2021

368* Print name:

369* Buyer: Date:

370* Print name:

371 Buyer's address for purpose of notice:

372* Address:

373* Phone: Fax: Email:

374* Seller: Suzanne Sherman, City Manager Date: 8-10-2021

375* Print name:

376* Seller: Date:

377* Print name:

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378 **Seller's address for purpose of notice:**

379* **Address:** _____

380* **Phone:** _____ **Fax:** _____ **Email:** _____

381* **Effective Date:** _____ **(The date on which the last party signed or initialed and delivered the**
382 **final offer or counter offer.)**

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Addendum 'A' to Contract

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Buyer:

Jeffrey A Deshong

8/14/2021 12:21 PM EDT

Date

Date

Seller

City of Palm Bay, a Florida municipal corporation

Suzanne Sherman
By: Suzanne Sherman
As: City Manager

8-10-2021

Date

Seller's Property Disclosure Update



Seller makes the following disclosure regarding the property described as: _____

City of Palm Bay owned Property

Notice to Licensees and Seller: Only the Seller should fill out this form.

Instructions to Seller: If the information set forth in a previously provided disclosure statement becomes inaccurate or incorrect, you must promptly notify Buyer. Use the space below to make corrections and provide additional information, if necessary. Then acknowledge that the information is accurate as of the date signed below.

Seller (City of Palm Bay) makes no representations or warranties as to the condition of any property or the presence of defects therein, latent or otherwise.

Seller represents that the information provided on this form and any attachments is accurate and complete to the best of Seller's knowledge on the date signed by Seller.

Seller: [Signature] / Shirley Sherman, City Manager Date: 1-24-2021
(signature) (print)

Seller: _____ / _____ Date: _____
(signature) (print)

Buyer acknowledges that Buyer has read, understands, and has received a copy of this revised disclosure statement.

Buyer: Jeffrey A Deshong / EJ & JT Assoc/ Jeffrey Deshong Date: 6/14/2021 12:21 PM EDT
(signature) (print)

Buyer: _____ / _____ Date: _____
(signature) (print)

SPDU-1 Rev 2/20

Garrett: 000044-420109-2307437

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Form
Simplicity

**Addendum to Contract**

Addendum No. 1 to the Contract with the Effective Date of August 10, 2021 between

The City of Palm Bay (Seller)

and EJ & JT Associates, Inc. (Buyer)

concerning the property described as: 2050 Agora Circle SE, Palm Bay, FL 32907

(the "Contract"). Seller and Buyer make the following terms and conditions part of the Contract:

Buyer acknowledges and agrees to proceed to closing on the purchase of the property without Seller providing an owner's policy of title insurance. All other terms to the contract remain the same.

Buyer: _____

Date: _____

Buyer: _____

Date: _____

Seller: [Signature] Joan Junkala-Brown

Date: 8/16/21

Seller: Acting City Manager (Deputy CM)

Date: _____

Addendum to Contract



Addendum No. 1 to the Contract with the Effective Date of August 10, 2021 between

The City of Palm Bay (Seller)

and EJ & JT Associates, Inc. (Buyer)

concerning the property described as: 2050 Agora Circle SE, Palm Bay, FL 32907

(the "Contract"). Seller and Buyer make the following terms and conditions part of the Contract:

Buyer acknowledges and agrees to proceed to closing on the purchase of the property without Seller providing an owner's policy of title insurance. All other terms to the contract remain the same.

Buyer: Jeffrey A Deshong

Date: 8/12/2021

Buyer: _____

Date: _____

Seller: _____

Date: _____

Seller: _____

Date: _____

RESOLUTION 2021-43

A RESOLUTION OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, SELLING AND CONVEYING PROPERTY AS RECORDED IN PLAT BOOK 21, PAGES 29 THROUGH 33, 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 EJ & JT ASSOCIATES, INC., a Florida Corporation ("Purchaser") under a contract with the effective date of August 10, 2021:

Lot 5, Block 1981, Port Malabar Unit 40, according to the map or plat thereof as recorded in Plat Book 21, Page(s) 29 through 337, of the Public Records of Brevard County, Florida; Section 3, Township 29S, Range 37E; containing 0.61 acres, more or less;

Said property being more commonly known as 2050 Agora Circle SE, Palm Bay, FL 32909, 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 EJ & JT ASSOCIATES, INC., 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: Joan Junkala-Brown, Acting City Manager

THRU: Larry Wojciechowski, Finance Director

DATE: 9/2/2021

RE: Ordinance 2021-55, amending the Fiscal Year 2020-2021 budget by appropriating and allocating certain monies (fourth budget amendment), first reading.

Summary of the proposed budget amendment:

General Fund (001)

Revenues – Total \$479,676

- Record CARES Act Reimbursements from Brevard County for labor \$310,088 and operational expenses \$71,219 – **\$381,307**.
- Record General Fund revenue portions of property sales for the following properties – **\$93,702**:
- Record revenue through the Vaccine Incentive Program from Brevard County for all Firefighters who received the COVID-19 vaccine – **\$4,667**.

Expenditures – Total (\$113,275)

- Appropriate funds for one (1) new Housing Program Specialist II position within the C&ED Housing & Community Development Division; approved by Council 06/17/2021 – **\$20,494**.
- Transfer available funds from the C&ED Department (\$24,152) to the Information Technology Department \$24,152 to purchase iPhones & Tablets for the Facilities & Parks Department's Maintenance Crew; approved by Council 06/17/2021 – **\$0**.
- Transfer available funds from the Facilities & Parks Department's capital light vehicle account (\$3,442) to the Utilities Operating Fund (421) \$3,442 for the purchase of one (1) fully depreciated truck (vehicle #6951) – **\$0**.
- Transfer General Fund portions of property sales for the following properties – **\$93,702**:
 - 906 Ebbtide \$5,095
 - 1334 Helliwell Street \$22,044
 - 357 Holiday Park Blvd. NE \$20,881
 - 245 Van Loon Ave. NE \$23,460
 - 1043 Pace Drive NW \$22,222
- Transfer available funds from the Fire Department (\$1,587) to the Information Technology Department \$1,587 for Air Cards to provide internet service for new Mobile Data Terminals (MCT) and iPads; approved by Council 06/17/2021 – **\$0**.

- Appropriate funds for three (3) Firefighter positions unbudgeted in the FY 2021 Approved Budget; approved by Council 07/15/2021 – **\$41,525**.
- Transfer funds to the Community Investment Fund (301) for engineering costs related to the Community Development Block Grants-Mitigation (CDBG-MIT) Critical Hardening Program (CFHP) grant projects; approved by Council 07/01/2021 – **\$40,745**.
- Appropriate funds for the replacement of Shelter #3 at Castaway Point Park due to failed inspection completed by the City's Code Enforcement Division; approved by Council 08/05/2021 – **\$29,069**.
- Reducing outgoing debt service transfer to the '10 PST Revenue Bonds Fund (219) due to bond refunding – **(\$323,687)**.
- Closing the Fire Station #5 (18FD01) project and returning unspent funds to fund balance – **(\$15,123)**.

Code Nuisance Fund (105)

Expenditures – Total \$25,000

- Appropriate additional funds for nuisance violation expenditures to complete mowing of vegetation and property clean-ups; approved by Council 07/15/2021 – **\$25,000**.

Community Development Block Grant/CDBG Fund (112)

Revenues – Total \$142,543

- Record CDBG grant revenue \$141,953 and program income revenue \$590 – **\$142,543**.

Expenditures – Total \$195,320

- Appropriate funds to the following administrative costs, public services and public facilities improvements as outlined in the Public Service Agency Recommendations for the Fiscal Year 2020-2021 Annual Action Plan, approved by Council 06/18/2020, to reimburse the City and sub-recipients awarded: postage \$69; legal advertisements \$939; the Palm Bay Senior Center project (20CD01) \$156,377; the South Brevard Women's Center \$17,485; Aging Matters \$11,250; and Brevard County Legal Aid \$9,200 – **\$195,320**.

NSP Program Fund (123)

Revenues – Total \$229,642

- Record NSP Program portion of property sales for 1048 Hunt Street NW as program income – **\$229,642**.

ARPA Fund (128)

Revenues – Total \$9,004,932

- Record ARPA (American Rescue Plan Act) funds from Department of Treasury received on 06/17/2021 – **\$9,004,932**.

Fire Impact Fee Fund – Nexus 32909 (190)

Expenditures – Total \$406,837

- Appropriate funds for the purchase of a Fire Training Center Facility at Fire Station #5; approved by Council 07/15/2021 – **\$516,000**.
- Closing the Fire Station #5 (18FD01) project and returning unspent funds to fund balance – **(\$109,163)**.

'10 PST Revenue Bonds Fund (219)

Revenue – Total (\$453,739)

- Remove subsidy revenue; final federal subsidy was received on 12/01/2020 and was accrued in FY 2020. No additional subsidies will be received due to the refunding – **(\$130,052)**.
- Reducing incoming transfer revenue from the General Fund (001) due to bond refunding – **(\$323,687)**.

'20 Special Obligation Revenue Refunding Note Fund (230)

Expenditures – Total \$0

- Budget Correction to FY 2021 Budget Amendment #1: Principal payment of \$248,000 and interest payment of \$40,025 are not due until FY 2022 (10/01/2021); remove expenditure budget and move funding to reserves for future payment – **\$0**.

Community Investment Fund (301)

Revenues – Total \$40,745

- Record incoming transfer funds from the General Fund (001) for engineering costs related to the Community Development Block Grants-Mitigation (CDBG-MIT) Critical Hardening Program (CFHP) grant projects; approved by Council 07/01/2021 – **\$40,745**.

Expenditures – Total \$40,745

- Appropriate funds for engineering costs related to the Community Development Block Grants-Mitigation (CDBG-MIT) Critical Hardening Program (CFHP) grant projects to the following projects: CDBG-MIT CFHP PD Main Street (#21PD01) \$24,849 and CDBG-MIT CFHP PD Sub Street (#21PD02) \$15,896; approved by Council 07/01/2021 – **\$40,745**.

Road Maintenance CIP Fund (307)

Revenues – Total \$93,702

- Record incoming transfer from the General Fund (001) portion of property sales for the following properties – **\$93,702**:
 - 1048 Hunt Street NW & 906 Ebbtide \$5,095
 - 1334 Helliwell Street \$22,044
 - 357 Holiday Park Blvd. NE \$20,881
 - 245 Van Loon Ave. NE \$23,460
 - 1043 Pace Drive NW \$22,222

2019 G.O. Road Program Fund (309)

Expenditures – Total \$1,165,920

- Open the Kirby Industrial Park Road Paving project (#21GO14); Phase 2 Paving Program approved by Council on 02/06/2020 – **\$532,000**.
- Open the Palm Bay Colony Road Paving project (#21GO15); Phase 2 Paving Program approved by Council on 02/06/2020 – **\$633,920**.

Utilities Operating Fund (421)

Revenues – Total \$66,900

- Transfer funds from the General Fund (001) for the purchase of a fully depreciated truck (vehicle #6951) the Facilities & Parks Department is purchasing from the Utilities Department – **\$3,442**.
- Record CARES Act Reimbursements from Brevard County for labor \$57,793 and operational expenses \$5,665 – **\$63,458**.

Utilities Renewal & Replacement Fund (424)

Expenditures – Total \$179,903

- Appropriate additional funds to the NRWTP HSP Rehabilitation Project (#18WS06) for a change order due to higher cost related to motor size increases for each high service pump; approved by Council 09/17/2020 – **\$9,208.**
- Appropriate additional funds to the Lift Station 47 Replacement Project (#21WS26) generator and fuel tank replacements; approved by Council 07/01/2021 – **\$50,695.**
- Appropriate funds to the Seepix Cake Pump Replacement Project (#21WS27) for the purchase and installation of the pump; approved by Council 08/05/2021 – **\$120,000.**

Building Fund (451)

Revenues – Total \$8,162

- Record CARES Act Reimbursements from Brevard County for labor \$4,765 and operational expenses \$3,397 – **\$8,162.**

Expenditures – Total \$0

- Budget Correction: Transfer budget for Building Director from 12-10 (Full-Time Salary/Wages) (\$102,757) to 11-10 (Full-Time Salary/Wages) \$102,757 for G1 employees - **\$0.**

Stormwater Utility Fund (461)

Revenues – Total \$12,844

- Record CARES Act Reimbursements from Brevard County for labor – **\$12,844.**

Expenditures – Total \$810,495

- Appropriate additional funds to the Malabar Road Pipe Repair Project (#20SU12) for Change Order 1 (Insituform Technologies, LLC) including a cost increase and 5% contingency; approved by Council 03/04/2021 – **\$114,958.**
- Open the Unit 48 Pipe Replacement project (#21SU16); approved by Council on 07/15/2021 – **\$631,666.**
- Appropriate additional funds to the Emerson @ C-51 Culvert Replacement Project (#20SU15) increased award costs and a 10% contingency; approved by Council 05/06/2021 – **\$63,871.**

Solid Waste Fund (471)

Revenues – Total \$1,400

- Record CARES Act Reimbursements from Brevard County for labor – **\$1,400.**

Expenditures – Total (\$253,214)

- Budget Correction: Remove personnel service budgets as five (5) Maintenance Worker FTE positions were eliminated in the Fund during FY 2021 Budget Preparations; funding for these positions was still budgeted in FY 2021 – **(\$253,214).**

Health Insurance Fund (511)

Revenues – Total \$3,012

- Record CARES Act Reimbursements from Brevard County for labor – **\$3,012.**

Health Insurance Fund (512)

Expenditures – Total \$0

- Budget Correction: Correct reserves account from 512-2525-593-9901 (\$16,121) to 512-1425-593-9901 \$16,121 due to invalid cost center – **\$0**.

Other Employee Benefits Fund (513)

Revenues – Total \$3,012

- Record CARES Act Reimbursements from Brevard County for labor – **\$3,012**.

REQUESTING DEPARTMENT:

FISCAL IMPACT:

Please refer to Exhibit A - BA #4 Appropriations.

RECOMMENDATION:

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

ATTACHMENTS:

Description

Ordinance 2021-55

Ordinance 2021-55, Exhibit A

ORDINANCE 2021-55

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

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

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

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

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

SECTION 1. The City Council, in accordance with the City of Palm Bay Code of Ordinances, Chapter 35, Finance, Budget, Section 35.035, hereby appropriates the funds as outlined in the attached Exhibit 'A'.

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

SECTION 3. The provisions within this ordinance shall take effect immediately upon the enactment date.

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

Rob Medina, MAYOR

ATTEST:

Terese M. Jones, CITY CLERK

Reviewed by CAO: _____

Summary of the Proposed Budget Amendment

	Revenues	Expenditures
General Fund (001)		
C&ED - Additional Housing Program Specialist II FTE Position		20,494
Facilities & Parks - Replacement of Castaway Point Park Shelter #3		29,069
Departmental Transfer from C&ED (\$24,152) to Facilities & Parks \$24,152 for iPhones & Tablets for Parks Maintenance Crew - net impact \$0		0
Facilities & Parks - Purchase fully depreciated truck (vehicle # 6951) from the Utilities Department/Fund with available Operating Budget - \$3,442 net impact \$0		0
Transfer to Debt Service Fund (219) Reduction Due to 2010 PST Revenue Bond Fund Refunding		(323,687)
CARES Act - COVID-19 Reimbursements - Labor & Operating	381,307	
Record City-Owned Property Sales - 906 Ebbtide	5,095	
Record City-Owned Property Sales - 1334 Helliwell Street	22,044	
Record City-Owned Property Sales - 357 Holiday Park Blvd NE	20,881	
Record City-Owned Property Sales - 245 Van Loon Ave NE	23,460	
Record City-Owned Property Sales - 1043 Pace Drive NW	22,222	
Transfer City-Owned Property Sales Revenue to the Road Maintenance Fund (307)		93,702
Record Vaccine Incentive Program Revenue from Brevard County (Fire Department)	4,667	
Departmental Transfer from Fire (\$1,587) to Information Technology \$1,587 for MDR Air Cards - net impact \$0		0
Fire - Close-out the Fire Station #5 Project (18FD01)		(15,123)
Fire - Funding of Three (3) Unfunded Firefighter Positions		41,525
Police - Transfer Critical Facility Hardening Program (CFHP) Funds to The Community Investment Fund (301) for the Purchase of Two (2) Generators		40,745
Undesignated Fund Balance	(592,951)	
Fund Subtotal	(113,275)	(113,275)
Code Nuisance Fund (105)		
Growth Management: Additional Funding for Nuisance Violation Expenses (Mowing/Clean-Up)		25,000
Designated Fund Balance	25,000	
Fund Subtotal	25,000	25,000

Mayor and Council: FY 2021 Fourth Budget Amendment

Septmeber 2, 2021

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Exhibit A

	Revenues	Expenditures
CDBG Fund (112)		
CDBG Grant Revenue	141,953	
CDBG Program Income	590	
Postage & Legal Advertisements		1,008
Palm Bay Senior Center (project 20CD01)		156,377
South Brevard Women's Center		17,485
Aging Matters		11,250
Brevard County Legal Aid		9,200
Undesignated Fund Balance	52,777	
Fund Subtotal	195,320	195,320
NSP Program Fund (123)		
Record City-Owned Property Sales - 1048 Hunt Street	229,642	
Reserves		229,642
Fund Subtotal	229,642	229,642
ARPA Fund (128)		
Record ARPA (American Recue Plan Act) funds from Dept of Treasury (First Installment)	9,004,932	
Reserves for American Recue Plan Act Funds		9,004,932
Fund Subtotal	9,004,932	9,004,932
Fire Impact Fees-32909 Fund (190)		
Close-out the Fire Station #5 Project (18FD01)		(109,163)
Open Fire Training Center (Project #21FD01)		516,000
Undesignated Fund Balance	406,837	
Fund Subtotal	406,837	406,837
2010 PST Revenue Bond Fund (219)		
BABS Federal Subsidy Revenue Removal Due to Refunding	(130,052)	
Transfer from General Fund (001) Debt Service Payment Reduction Due to Refunding	(323,687)	
Designated Fund Balance	453,739	
Fund Subtotal	0	0
2020 T.S.O Note Fund (230)		
FY 2021 BA #1 Correction: Remove Principal & Interest Payments Not Due until FY 2022 (10/01/2021)		(288,025)

Mayor and Council: FY 2021 Fourth Budget Amendment

Septmeber 2, 2021

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Exhibit A

	Revenues	Expenditures
Reserves		288,025
Fund Subtotal	0	0
Community Investment Fund (301)		
Police - Transfer Critical Facility Hardening Program (CFHP) Funds From The General Fund (001) For The Purchase Two (2) Generators	40,745	
Police - Open CDBG-MIT CFHP Police Department Main Street Project (21PD01)		24,849
Police - Open CDBG-MIT CFHP Police Department Sub Street Project (21PD02)		15,896
Fund Subtotal	40,745	40,745
Road Maintenance CIP Fund (307)		
Transfer City-Owned Property Sales Revenue from General Fund (001)	93,702	0
Undesignated Fund Balance	(93,702)	0
Fund Subtotal	0	0
GO Road Program (309)		
Open Kirby Industrial Park Paving Project (21GO14)		532,000
Open Palm Bay Colony Road Paving Project (21GO15)		633,920
Undesignated Fund Balance	1,165,920	
Fund Subtotal	1,165,920	1,165,920
Utilities Operating Fund (421)		
Transfer from General Fund - Facilities & Parks to purchase fully depreciated truck (vehicle # 6951) from the Utilities Department/Fund	3,442	
CARES Act - COVID-19 Reimbursements - Labor & Operating	63,458	
Undesignated Fund Balance	(66,900)	
Fund Subtotal	0	0
Utilities Renewal/Replacement Fund (424)		
Additional Funding for Change Order for the NRWTP HSP Replacement Project (18WS06)		9,208
Open Lift Station 47 Replacement Project (21WS26)		50,695
Open Seepix Cake Pump Replacement Project (21WS27)		120,000
Undesignated Fund Balance	179,903	
Fund Subtotal	179,903	179,903

Mayor and Council: FY 2021 Fourth Budget Amendment

Septmeber 2, 2021

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Exhibit A

	Revenues	Expenditures
Building Fund (451)		
Budget Correction for Building Director's Salary - from GL 1210/Salary Wages (\$102,757) to 1110 Executive Salary Wages \$102,757 - net impact \$0		0
CARES Act - COVID-19 Reimbursements - Labor & Operating	8,162	
Undesignated Fund Balance	(8,162)	
Fund Subtotal	0	0
Stormwater Utility Fund (461)		
CARES Act - COVID-19 Reimbursements - Labor	12,844	
Additional Funding for Change Order #1 for the Malabar Road Drainage Pipe Repair Project (20SU12)		114,958
Open Unit 48 Pipe Replacement Project (21SU16)		631,666
Additional Funding for Emerson @ C-51 Culvert Replacement Project (20SU15) Due to Award Variance		63,871
Undesignated Fund Balance	797,651	
Fund Subtotal	810,495	810,495
Solid Waste Fund (471)		
CARES Act - COVID-19 Reimbursements - Labor	1,400	
Budget Correction: Remove Personnel Service Budgets due to Five (5) Maintenance Worker FTE Eliminations During FY 2021 Budget Preparations		(253,214)
Undesignated Fund Balance	(254,614)	
Fund Subtotal	(253,214)	(253,214)
Health Insurance Fund (511)		
CARES Act - COVID-19 Reimbursements - Labor	3,012	
Reserves		3,012
Fund Subtotal	3,012	3,012
Risk Management Fund (512)		
Budget Correction for Reserves Amount Recorded - from Invalid Cost Center 2525 (\$16,121) to 1425 Cost Center \$16,121 - net impact \$0		0
Fund Subtotal	0	0

Mayor and Council: FY 2021 Fourth Budget Amendment

Septmeber 2, 2021

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Exhibit A

	Revenues	Expenditures
Other Employee Benefits Fund (513)		
CARES Act - COVID-19 Reimbursements - Labor	3,012	
Reserves		3,012
Fund Subtotal	3,012	3,012
Total	11,698,329	11,698,329



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joan Junkala-Brown, Acting City Manager

THRU: Britta Kellner, Special Project Manager

DATE: 9/2/2021

RE: Consideration of the City's state legislative priorities for Fiscal Year 2022-2023.

In coordination with the City's state lobbying firm, Sunrise Consulting Group, staff has prepared the following proposed legislative priorities for the upcoming 2022 State Legislative Session. The Brevard Legislative Delegation will meet on September 29th, 2021, at the Brevard County Commission Chambers, where the City's priorities will be presented to our state representatives.

While the American Rescue Plan Act (ARPA) will provide the City with unprecedented funding, the U.S. Treasury, through its Interim Final Rule (IFR) legislation, has issued specific guidance and limitations for use of this funding. To this end, staff has sought to provide recommendations to Council which reflect both a strategic and prudent approach to identify the City's proposed 2022 Legislative Priorities which yield the best possible outcome for our City and, additionally, address those areas of need which may not be eligible or feasible for funding under ARPA and will likely require alternative resources to advance the City's interests.

The following summary reflects the preliminary State legislative priorities, which have been updated from the priorities of last year. There are two (2) funding appropriations and (1) legislation/policy recommendation for a total of three (3) 2022 State legislative priorities developed for Council's consideration.

Funding Appropriations Priorities

Seek funding support for water quality projects which increase the protection of the Floridan aquifer, canal systems, Turkey Creek, Indian River Lagoon, and other natural water resources:

The Public Works Department requests an appropriation to support the health and restoration of Turkey Creek, a natural tributary of the Indian River. The upcoming completion of the Turkey Creek Feasibility Study is anticipated to underscore the need for continued nutrient reduction activities, and in preparation to carry out the study's recommendations, staff is seeking funding for phase one of a three-phase water quality improvement project which will initially entail dredging to a depth of five feet from Port Malabar Boulevard to the Turkey Creek Bridge, resulting in an estimated 71,333 cubic yards of muck removal. The estimated total cost of phase one is +/- \$2.2 million. Staff will be seeking a legislative appropriation in the amount of \$1.65 million and supplemental grant funding through Florida Inland Navigation District in the amount of \$550,000 (25% cost share) for this phase of

the project.

Seek funding that will support critical community public safety needs:

Palm Bay Fire and Rescue (PBFR) Public safety is a critical priority of the City. To provide continuity of the most urgent of municipal services to its residents, and upon the projected completion of the demolition of Fire Station 1 early in 2022, the City is seeking to construction a new station (Fire Station 7) to meet the growth and development in the northeast quadrant of the City. Staff has estimated construction costs to be approximately \$4 million.

To this end, upon Council approval staff will be seeking design, engineering and construction funding through the U.S. Department of Housing and Urban Development (HUD) Community Development Block Mitigation Grant (CDBG-MIT) for Fire Station 7 through the 2021 Rebuild Florida. This request will come before Council under a separate agenda item.

Legislation/Policy Priorities

The Procurement Department continues to seek support for legislative changes in Chapter 287.055, Florida Statutes, amending the Consultants Competitive Negotiation Act (CCNA) to allow agencies to undertake a 'best value' procurement process which would include the consideration of price in addition to the firm's qualifications. While this request was not taken up for consideration by the 2021 State Legislature, staff is seeking our State representative's support for a policy amendment that will serve as a first step by addressing two provisions of this legislation that are not in the best interests of the City and its stakeholders, through a change in qualifications for services provided specifically by landscape architecture and registered surveying and mapping firms.

While a change in these two provisions of the legislation would not result in significant fiscal impact, it may serve to establish a path forward for future changes that will result in improved stewardship of taxpayer funds for the procurement of professional services. Specifically, as a qualifications-based public procurement system, the Consultant's Competitive Negotiation Act (CCNA) enacted by the Florida Legislature in 1973, fails to provide public agencies the ability to competitively award contracts for specific professional services through a 'best value' procurement process that includes the opportunity to consider cost as one of the weighted criteria. This matter was brought before The City of Palm Bay City Council on December 15, 2011. Resolution No. 2011-55 was approved in support of the proposed amendments.

REQUESTING DEPARTMENT:

City Manager's Office, Parks and Facilities

FISCAL IMPACT:

There is no fiscal impact at this time.

RECOMMENDATION:

Motion to approve the 2022 Legislative Priorities of the City and authorize City staff, in coordination with the City's state lobbying firm, to pursue the City's legislative agenda and seek legislative support and sponsorship from the Brevard Legislative Delegation.



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joan Junkala-Brown, Acting City Manager

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

DATE: 9/2/2021

RE: Consideration of the Housing Programs Standard Operating Procedures Manual and Supplemental – State Housing Initiatives Partnership (SHIP) Program Housing Repair Program Manual.

The City administers various state and federally-funded housing grant programs to assist low- and moderate-income residents of Palm Bay with down payment assistance, owner-occupied rehabilitation, emergency repairs, and utility hook up assistance. In order to effectively administer each housing program under state and federal requirements, it is necessary for Housing staff to have a Standard Operating Procedures Manual that outlines these requirements.

Currently the City has multiple housing policies for its various SHIP housing programs and they needed to be updated. However, the City does not currently have a Standard Operating Procedure Manual for its federal housing programs: HOME Investment Partnerships Program and Community Development Block Grant Programs.

On June 4, 2021, the City received a monitoring letter from Brevard County Housing and Human Services in regard to the monitoring conducted for the HOME Investment Partnerships Program. Finding 1 stated that the City did not have policies/procedures in place. In March 2021, in anticipation of this finding and subsequent corrective action, Housing staff started drafting a comprehensive Housing Programs Standard Operating Procedures (SOP) Manual that encompasses not only the HOME Investment Partnerships Program policies and procedures required, but all of the Housing programs. This SOP Manual also incorporates, updates and replaces the City's existing Purchase Assistance Policy, Housing Rehabilitation and Repair Policy and streamlines all policies into one document.

Further, Housing has drafted a Supplemental – State Housing Initiatives Partnership (SHIP) Program Housing Repair Program Manual. This supplemental manual was drafted specifically for SHIP housing assistance clients use and is a condensed version of the Housing SOP tailored specifically to the SHIP Housing Repair programs.

REQUESTING DEPARTMENT:
Community & Economic Development

FISCAL IMPACT:

There is no fiscal impact.

RECOMMENDATION:

Motion to approve the Housing Programs Standard Operating Procedures Manual and Supplemental – State Housing Initiatives Partnership (SHIP) Program Housing Repair Program Manual.

ATTACHMENTS:

Description

Draft Housing Programs Standard Operating Procedures Manual

Draft Supplemental – State Housing Initiatives Partnership (SHIP) Program Housing Repair Program Manual



Housing Programs Standard Operating Procedures (SOP) Manual

Housing & Community Development Division

120 Malabar Road SE

Palm Bay, FL 32907

(321) 726-5633

Last Updated: 6/5/2021

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1. OVERVIEW

1.1 PURPOSE/INTENT OF STANDARD OPERATING PROCEDURES (SOP)

This policy is intended to be utilized by the City of Palm Bay's Housing and Community Development Division to implement its state and federally funded housing and community development programs, to include the *Community Development Block Grant* (CDBG), *HOME Investment Partnership* (HOME), and the *State Housing Initiatives Partnership* (SHIP) Program as well as any other such grant funding the City may receive. The intent of this SOP is to outline protocols and procedures for carrying out the various housing and community development programs that provide assistance to eligible households within the city limits of Palm Bay.

For its HOME Investment Partnerships Program (the Program), as part of the Brevard County HOME Consortium, the City shall follow Brevard County's HOME Consortium HOME Policies and Procedures in accordance with the regulation of the U.S. Housing & Urban Development (HUD).

1.2 DEFINITIONS AND REFERENCES

The City shall adhere to the regulations and requirements set forth by the following as it pertains to the state and federal housing and community development grant programs:

- Section 420.907 et seq. Florida Statutes, State Housing Initiatives Partnership Act
- Administrative Rule of the Florida Housing Finance Corporation, 67-3 et seq., State Housing Initiatives Partnership Program
- Titles I and II of the Cranston-Gonzalez National Affordable Housing Act, Public Law 101-625, HOME Investment Partnerships Program
- 24 CFR Part 92, Final Rule, HOME Investment Partnerships Program.
- 24 CFR Part 570, regulations, Community Development Block Grant Program.

Affordability Period: HOME-assisted housing must meet certain designations of affordability and must continue to remain affordable to low-income households for a specified period of time. The affordability period is determined based on the type of activity that is being done and on the amount of funding that is used to do the activity. The affordability period used shall be determined based on the funding source and amount of assistance.

Affordable: Monthly mortgage payments including taxes and insurance do not exceed 30% of that amount which represents the percentage of the median annual gross income for the household's income group (e.g., very low- or low-income group). It is not the intent to limit an individual household's ability to devote more than 30% of its income for housing, and housing for which a household devotes more than 30% of its income shall be deemed

City of Palm Bay – Housing Programs Standard Operating Procedures (SOP) Manual

affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments more than the 30% benchmark.

Appeal Procedure: Established procedure by which an applicant may appeal a decision made by the Housing & Community Development Division.

Applicant: An individual or household who submits a signed and completed program application for assistance for any housing program.

Assets: Assets are defined by Section 8 regulations, 24 CFR Part 813. Actual or “Imputed” Income from assets is included in projected annual income. The Liquid Assets owned by the household of an Eligible Property Owner are limited to a cash value equivalent to the HUD determined annual income for a household at or below 80% of median income, adjusted for family size. Liquid assets do not include retirement accounts.

Brevard County HOME Consortium: A legal entity created through an intergovernmental agreement between Brevard County and the Cities of Titusville, Cocoa, Melbourne, and Palm Bay.

CDBG: Community Development Block Grant funds provided to the city by the U.S. Department of Housing & Urban Development (HUD).

Contractor: Licensed contractor who has met City’s Housing Program requirements to perform work on housing rehabilitation or utilities projects and has not been debarred from performing work on state or federally financed projects.

Deferred Loan: A zero interest loan provided to qualified households which is forgiven without repayment upon satisfaction of all requirements of the household’s agreement with the City of Palm Bay.

Department: City of Palm Bay Community & Economic Development Department, for which the Housing & Community Development Division reports.

Eligible Property: A single-family property located within the city limits of Palm Bay and occupied as a principal residence by an “Eligible Property Owner” (as defined in this section and per 24 CFR 92.254(a)), including the following:

1. Single family properties of one to four units
2. Manufactured or mobile homes
3. Condominiums
4. Cooperative unit or units in a mutual housing project (if State law recognizes these as forms of homeownership)

Projects performed in conjunction with the Brevard County HOME Consortium are not restricted to the city limits of Palm Bay but must be located within the boundaries

of the Brevard County HOME Consortium Area. The property must also have an after-rehabilitation value not to exceed 95% of the median purchase price for the area, as published by HUD.

Eligible Property Owner: A household whose projected annual income is at or below 80% of the median income level as defined by 24 CFR Part 92.203 and adjusted for family size. The Eligible Property Owner must occupy the property as his or her “Principal Residence”, as defined within this section. A household owns the property if they:

1. Have a fee simple title; or
2. Maintain a 99-year leasehold interest; or
3. Have ownership or membership in a cooperative; or
4. Have a Life Estate; or
5. Have other forms of ownership accepted by the City Attorney.
6. Do not have any restrictions or encumbrances that would unduly restrict the good and marketable nature of the ownership interest; and
7. For HOME funded homeowner rehabilitation, §92.254(c) permits four (4) additional forms of ownership: heir property, life estate, living trust, and beneficiary deed.

Fair Housing: Requirements for non-discrimination based on race, color, sex, religion, handicap, familial status, or national origin in accordance with Federal Regulations found at 24 CFR 100-146 and State Law FS 750.

FHFC: Florida Housing Finance Corporation.

General Property Improvements: These improvements include rehabilitation items which are corrections of health and safety code violations but are improvements which place the unit in a readily maintainable condition for a useful life of at least five (5) years.

HOME: HOME Investment Partnership Program administered by the U.S. Department of Housing and Urban Development and disbursed through the Brevard County HOME Consortium.

Homeownership: As defined in §92.2 and is revised to clarify that, contract for deed, installment contracts and land sales contracts are specifically excluded.

HUD: United States Department of Housing and Urban Development.

Income: Projected annual income established in compliance with HOME, CDBG and SHIP regulations, specifically established at 24 CFR Part 813, the Section 8 regulations.

Income Limits: The City shall use the most current income limits issued by the related regulatory agency related to the state or federal program.

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Liquid Asset: Assets in the possession of the household seeking assistance which can readily and promptly be turned into cash in a savings or checking account or a Certificate of Deposit (CD) less than 3 years old. The following are excluded: retirement accounts, CDs over 3 years old, savings bonds, jewelry, guns, cameras, and equity in boats, RVs, and campers.

Low-income: The household income is 51% to 80% of the median income adjusted for family size for the Melbourne-Titusville-Palm Bay (Brevard) MSA.

Melbourne-Titusville-Palm Bay (Brevard) MSA: Metropolitan Statistical Area used for demographic data purposes.

Minimum Investment: Minimum investment required of the property owner/household as defined by the respective state or federal funding agency.

Minimum Property Standards: Establish certain minimum standards for building construction as required by HUD programs. Standards include specific requirements for the durability of such items as doors, windows, painting and wall coverings, kitchen cabinets and carpeting. The standards ensure that the value of the home is not reduced by the deterioration of these components. (HUD Handbook 4910.1)

Moderate-income: The household income is 81% to 120% of the median income adjusted for family size for the Melbourne-Titusville-Palm Bay (Brevard) MSA.

Ownership interest: must be in good standing, marketable title, subject to only certain restrictions (such as HOME recapture restrictions, mortgages, deeds of trust, or liens or instruments that secure debt on the property), provided these are approved by the City and per 24 CFR 92.254(a)(1) and 24 CFR 92.52.

Principal Residence: The household must utilize the property as their primary residence, as established by eligibility for the State Department of Revenue Property Tax Homestead Exemption. The household may not vacate the unit for more than 120 non-consecutive days in any one calendar year for any reason, other than a hospital or nursing home stay.

Program: City of Palm Bay's Purchase Assistance, Owner-Occupied Rehabilitation, Utility Hook-Up Assistance and any other programs which may be funded from time-to-time utilizing CDBG, HOME, or SHIP grants.

Rehabilitation: All units determined to require repair through the City's state or federal housing grant funds shall meet, at a minimum, the Florida Building Code and comply with the City's written program guidelines. Properties must meet local codes and grant funding requirements. Each major system must have a remaining useful life of at least five (5) years. Major systems include the following: structural support; roofing; cladding

and weatherproofing (e.g., windows, doors, siding, gutters); plumbing; electrical; heating; ventilation; and air conditioning.

SHIP: State Housing Initiatives Partnership Program.

Standard Housing Code: Minimum standards for basic equipment and facilities for all buildings intended for occupancy by owner-occupants or renters shall be in accordance with the Florida Building Code.

Students: Per the 2013 HOME Rule, certain students are prohibited from participating independently in the HOME program. The HOME program adopts the Section 8 Housing Choice Voucher (HCV) program restrictions on student participation found at 24 CFR 5.612, which exclude any student that:

1. Is enrolled in a higher education institution,
2. Is underage 24,
3. Is not a veteran of the U.S. military,
4. Is not married,
5. Does not have a dependent child(ren),
6. Is not a person with disabilities,
7. Is not otherwise individually eligible, or has parents who, individually or jointly, are not eligible based on income.

Excluded students are prohibited from receiving any type of HOME assistance, including renting HOME-assisted rental units, receiving HOME tenant-based rental assistance, or otherwise participating in the HOME program independent of their low- or very low-income families.

Subordination: The process of placing, ranking, or positioning a mortgage as secondary to the primary mortgage.

Uniform Physical Conditions Standards (UPCS): uniform national standards established by HUD for housing that is decent, safe, sanitary, and in good repair, pursuant to 24 CFR 5.703. These standards are newly adopted for HOME rehabilitation, acquisition, and tenant-based rental assistance projects in accordance with revisions made to the property standards requirements at §92.251.

Very low-income: The household income is below or equal to 50% of the median income adjusted for family size for the Melbourne-Titusville-Palm Bay (Brevard) MSA.

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1.3 DIRECTIVES

1.3.1 PROGRAM ADMINISTRATION

The City of Palm Bay's Housing and Community Development Division (HCD Division), reporting to the Community and Economic Development Department, shall be responsible for the administration of all housing and community development programs utilizing state and federal grant funding.

1.3.2 ELIGIBILITY

1. Applications shall only be received from homeowners that reside within the city limits of Palm Bay. Homeowners whose property lies outside the City of Palm Bay will not be rejected and referred to the respective jurisdiction and/or Brevard County.
2. Applications from owners of trailers, mobile homes and other manufactured housing will not be accepted except when the unit is eligible for replacement with a site-built home, or the City receives a grant which specifically allows assistance of such units. Applicants must submit a signed and dated application as provided by the City's Housing and Community Development Division, proof of ownership of an eligible property, a copy of current homeowners' insurance, proof that all taxes are paid and current, copy of current mortgage statement (if any) and utilities, and certification of income and assets to be provided in a format approved by the City in accordance with the regulations of the grant funding.
3. In the event a County, State, or Federal Disaster declaration is made, applicants who need assistance due to damage or destruction incurred during the disaster event may be given precedence over other applications; however, if the homeowner receives property insurance proceeds or federal disaster assistance, all proceeds must first be applied towards the repairs/rehabilitation of the property before the City provides any form of assistance. A statement of benefits along with proof of repairs must be provided.
4. Applicant must be a homeowner named on a Warranty Deed, Quit Claim Deed, or other recorded document demonstrating a valid ownership interest to be accepted by the City Attorney on a case-by-case basis.
5. Funding assistance provided to eligible households is determined by household income per the grant/funding source, not to exceed the maximum award of the program as approved by City Council, or other delegated authority.

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6. If a property is owned by more than one individual, the residency of the co-owner(s) (spouse, former spouse, family member, friend, etc.) must be verified.
 - a) If the co-owner(s) reside in the household, then the co-owner(s) income must be included in the eligibility determination.
 - b) If the co-owner(s) has documented his/her residence at another location, then the co-owner(s) income is not calculated into the household income. However, he/she must co-sign all City documents, to include the mortgage lien.

It is important to note that the State of Florida does not have a “legal separation” provision. This applies to applicants separated from their spouse but still legally married, regardless of where the spouse resides.

7. Applicants who have been determined to be Eligible Property Owners are served on a first-qualified, first-served basis. When the City has a waiting list for assistance, households will be placed and provided applications in the order they appear on the wait list as funding becomes available. Applications will be reviewed on a first-come basis and funded on a first-qualified basis. Applicants may be required to resubmit proofs of income and residence, after a time period as determined by the grant source. The City reserves the right to request additional or updated information at any time during the household’s participation in the program. Certain income levels, elderly and special needs applicants may be provided priority preferences as required from time-to-time by the state or federal regulatory requirements.
8. Applicants may not be given assistance if they have demonstrated their intention to sell or transfer their property within the next year; have a judgment, tax lien or other government lien on their property; or are determined to not have a good ownership interest through the underwriting review conducted by HCD Division staff. Additionally, applicants may not be given assistance if they are more than one (1) month behind on their mortgage payment or utility payments or are not current on property taxes.
9. To complete determination of applicant eligibility, HCD Division staff will request a title search (Ownership & Encumbrance Report) of the proposed property to determine ownership interest and eligibility of the property.
10. An underwriting review is conducted to ensure that City administered funds are utilized in a manner that ensures that financial accountability standards are met. An applicant whose property has liens recorded against it which in total are more than the Property Appraiser’s assessment of value of the property for the most recent assessment year may be deemed ineligible.

11. If an Applicant is determined to have impediments (e.g., liens, judgments, water liens, code enforcement liens/issues) to receiving assistance under the City programs, staff will provide guidance and counseling to the applicant to remove these impediments. Applicants are not Eligible Property Owners until all impediments have been removed or, alternatively, the level of assistance may be restricted due to the severity of the impediment(s). In these instances, limited assistance may be provided which eliminate public health or severe code deficiencies.
12. Applicants who are determined to be ineligible for assistance or who decline assistance under one program must first show proof that their circumstances have changed to warrant a review and complete a new application under another program. The household will lose their place on the wait list for the program being declined and added to the end of the wait list for the respective program.
13. All properties assisted with federal or state funds, may be subject to an environmental review, lead based paint testing and abatement, and/or asbestos testing.
14. If it is determined that the property lies in a flood zone, the owner must provide proof of flood insurance to be carried on the property until close-out of the project or end of the lien term, whichever is greater.
15. All housing rehabilitation applicants must maintain homeowner's insurance. If the home is uninsurable due to code issues, the applicant must provide documentation that homeowners insurance shall be obtained upon completion of rehabilitation, to be provided in the form of a letter on official letterhead of the insurance provider.
16. Ineligible Applicants will be counseled on the City Approved Appeals Procedure as provided in Exhibit #1.
17. Assistance shall not be used to satisfy outstanding code liens. Assistance may not be provided to any household with an active code enforcement lien. All code liens must be satisfied prior to housing assistance.
18. Items in project case files shall consist of the following: application, underwriting documentation, legal documents, property information, construction management, project documentation, participant eligibility, property eligibility, property standards, eligible costs, contractor selection, loan processing and servicing, and an on-site inspection. All files must be properly maintained by the

responsible staff person in accordance with the program checklist and any regulations set forth by the state or federal granting agency.

1.3.3 RECAPTURE GUIDELINES

The City shall follow the recapture guidelines attached as Exhibit 2.

1.3.4 UNIFORM RELOCATION ASSISTANCE

The City of Palm Bay shall adhere to 24 CFR 92.353.

1.3.5 ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN

The City of Palm Bay shall adhere to 24 CFR 9.525(a).

1.3.6 CONTRACTOR PROCUREMENT

The City shall, at all times, adhere to all local, state and federal procurement policies. The City's local procurement policy is the Procurement Manual (City of Palm Bay Administrative Code 22 City Purchasing) as revised and approved from time-to-time by the City Manager and/or City Council.

1.3.7 AGREEMENT AND LIEN

Upon selection of a contractor following the bid process, the Eligible Property Owner will be requested to sign a construction contract/agreement between the contractor and homeowner which outlines program requirements and restrictions and includes the scope of work as approved by the City. The contract identifies the City owner's agent to contract services to be paid by the City on behalf of the homeowner.

In no instance will the City of Palm Bay assist an applicant whose property has more than one recorded mortgage lien in accordance with the City's Subordination Policy (Exhibit #3) as amended from time-to-time and approved by City Council.

Assistance will be provided in the form of a deferred payment loan, secured by a mortgage lien recorded against the property. The mortgage shall not incur interest, nor shall payment be required if the property continues to be maintained as the applicant's Principal Residence and in adherence to all terms and conditions of the mortgage note/lien.

The affordability period shall be determined by the grant funding source.

Where HOME funds are used, HOME affordability rules as defined by 24 CFR 92.254 apply. The HOME affordability period shall begin from the date that the activity is closed in the Integrated Disbursement and Information System (IDIS).

All mortgage liens shall be recorded prior to commencement of the construction project. In cases where funding assistance is modified, mortgage modifications shall be recorded immediately upon completion of construction. The costs to record mortgage liens, and any other inspections or project delivery, shall be applied to the applicant's maximum funding award. Upon expiration of the lien, the homeowner is required to pay for costs associated with the lien satisfaction.

1.3.8 TEMPORARY RELOCATION

The Uniform Act, passed by Congress in 1970, is a federal law that establishes minimum standards for federally funded programs and projects that require the acquisition of real property (real estate) or displace persons from their homes. The Uniform Act's protections and assistance apply to the acquisition, rehabilitation, or demolition of real property for federal or federally funded projects. In the case of minor repairs, housing rehabilitation, and homebuyer assistance, it is anticipated that temporary relocation is not necessary. Relocation assistance provided by the City to Owners, when determined to be necessary by Housing staff, shall be in accordance with the URA.

- 49 CFR Part 24 is the government-wide regulation that implements the URA.
- HUD Handbook 1378 provides HUD policy and guidance on implementing the URA and 49 CFR Part 24 for HUD funded programs and projects.

1.3.9 SWEAT EQUITY

To prevent costly delays and interruptions to the Contractor's schedule, an owner (including relatives and/or friends) may not perform work on the Eligible Property during the construction period.

The homeowner may not change the scope of work with a Contractor by offering to complete a certain task(s) in exchange for other work to be done. If this occurs, it will constitute a violation of the Construction Contract and could result in the Contract being terminated and any monies expended would become the responsibility of the Contractor and/or homeowner.

1.3.10 PAYMENT PROCEDURE

1. Funds are encumbered/secured by a Purchase Order (PO) upon award notification to applicant and prior to the start of construction. Requests for payment and funding disbursements shall be in accordance with the Construction Contract.
2. Changes to the scope of work shall be provided in writing by the Contractor to the City on the prescribed form, such as a Change Order. All Change Orders shall be authorized by the property owner and approved by the City prior to performing

such work. The costs associated with the Change Order shall be added or deducted from the purchase order and all documents will be amended accordingly. Change Orders that exceed the maximum funding award will not be approved unless authorized by City Council, or delegated authority.

3. Any incidence of inadequate performance by the Contractor will be documented in accordance with City's Construction Contract. Contractors may be suspended or debarred from further participation in the City's Housing Programs.

1.3.11 CLOSE-OUT PROCEDURE

Upon final acceptance by the homeowner of completed work and issuance of final payment to contract, the project is considered closed. Any unexpended funds under the Purchase Order will be released and made available for funding assistance to other eligible applicants.

The client file shall be maintained for a period of five years from date of satisfaction of lien, or in accordance with the respective state or federal regulations.

1.3.12 REPEAT ASSISTANCE

In no instance shall a household with an existing City lien receive additional assistance under any of the City-administered state and federal housing and community development programs.

Households previously assisted through the City's housing programs shall be reviewed on a case-by-case basis with final determination by the Department Director.

Households which have previously been assisted with HOME funds may be assisted during the first year of project completion. After the first year, no additional HOME funds will be provided to a HOME-assisted project during the relevant period of affordability.

1.4 MARKETING POLICY

The City of Palm Bay shall abide by the Brevard County HOME Consortium Affirmative Marketing Policy.

The City shall take steps to provide program information to all eligible persons regardless of race, ethnicity, and gender groups within the housing market area. The City shall exhaust all marketing strategies to ensure that eligible persons have a reasonable opportunity to be informed about all available program opportunities administered by the City of Palm Bay.

On annual basis, the City will review its marketing efforts to assess fair housing outreach and comply with fair housing regulations.

1.5 OWNER-OCCUPIED REHABILITATION, EMERGENCY REPAIR, SPECIAL NEEDS AND UTILITY HOOK-UP POLICY

1.5.1 DETERMINATION & SCOPE OF WORK FOR OWNER-OCCUPIED REHABILITATION AND EMERGENCY REPAIR

Upon determination of household eligibility, HCD Division staff, or contractor, will inspect the eligible housing unit utilizing the Florida Building Code to identify existing conditions which may be eligible for repair under the City's housing programs and will prepare a scope of work (SOW) and a cost estimate to be used to solicit bid estimates for rehabilitation. The owner will receive a copy of the SOW. Any issues relating to the proposed SOW shall be resolved between the City and the homeowner prior to solicitation of bid estimates. Any changes to the SOW following commencement of construction shall be communicated from the Contractor to the City in writing on the prescribed forms (i.e., Change Order) of the program.

Rehabilitation on eligible repairs must be adequate to extend the useful life of the property for at least five (5) years, preferably longer, to protect the City's investment and security of the rehabilitation deferred payment loan. Rehabilitation and scope of work shall include, at a minimum, the following standards:

- a) Correction of all violations of the Florida Building Code.
- b) Correction of observable and identifiable problems which would lead to the violation of the Florida Building Code within the lien period.
- c) Incidental repairs related to work performed under 2.a) or b) of this Section.
(e.g., repair and painting of wall due to roof leak)
- d) Addition of energy efficiency improvements which decrease the operating cost of the unit.
- e) All replacement materials will meet FHA Minimum Property Standards and applicable industry standards.
- f) Household systems and equipment shall be replaced on a unit for unit basis. Determination shall be based on need and safety of the household, including size of household and handicapped status of household member(s).
- g) Barrier free items, such as, building/installing wheelchair ramps, grab bars, accessible showers, handicap toilets, sinks/faucets and widening of doors.
- h) In accordance with Section 420.9075(3)(d), F.S, the City of Palm Bay shall expend SHIP funds in a manner that encourages reduced long-term costs relating to maintenance, utilities, and/or insurance. Innovative design, green building principles, storm-resistant construction, or other elements will be incorporated in all housing strategies both for sustainability and to promote greater affordability.

All units assisted with federal funds will be evaluated for the potential presence of lead-based paint and asbestos. Owners will be noticed on the hazards of lead-based paints. The treatment of defective paint surfaces is required.

Property Owners who are determined to be income-eligible shall receive funding assistance for the repair or rehabilitation of the home in accordance with the applicable SHIP Local Housing Assistance Plan and HOME requirements.

If a property is determined to require rehabilitation for which the costs exceed the maximum funding available under the program, the owner will be required to secure private financing. Approval to exceed the maximum funding allowed by the grant/funding source shall be reviewed and approved on a case-by-case basis by City Council, or in accordance with the program.

Occupancy and special needs of replacement units:

- a) All persons living in the household at the time of application shall be included when computing family size and income.
- b) Occupancy standards shall be consistent with the Florida Building Code. The existing number of bedrooms shall be replaced unless determined to be inadequate for the size of the household.

1.5.2 DETERMINATION & SCOPE OF WORK FOR SPECIAL NEEDS REHABILITATION

Upon determination of property eligibility, HCD Division staff, or contractor, will inspect the unit utilizing the Florida Building Code and prepare a scope of work and cost estimate for modifications, including technological enhancements and devices, which will allow a member of the household with special needs to remain independent in their home.

1.5.3 DETERMINATION & SCOPE OF WORK FOR UTILITY HOOK-UP ASSISTANCE

Upon determination of property eligibility, HCD Division staff, or contractor, will inspect the unit utilizing the Florida Building Code and prepare a scope of work and cost estimate for construction costs necessary to connect to the City water and/or sewer systems, permitting, connection fees, and abandonment of the private well and septic system.

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1.6 PURCHASE ASSISTANCE PROGRAM POLICY

1.6.1 PURPOSE

The purpose of this document is to establish the policies of the City of Palm Bay's Purchase Assistance Program (also known as Down Payment Assistance) to promote fairness and equitable treatment of applicants and recipients of program assistance. The scope of the program is to provide purchase, closing costs, and rehabilitation assistance to very low-, low- and moderate-income buyers purchasing housing units in the city limits of Palm Bay. Policies are written in accordance with the enabling legislation and implementing regulations of the State Housing Initiatives Partnership Program (SHIP), administered by the Florida Housing Finance Corporation (FHFC) and the HOME Investment Partnership Program (HOME), a housing grant of the U.S. Department of Housing and Urban Development (HUD).

1.6.2 PROGRAM GOALS

The Purchase Assistance Program (PAP) provides for the creation of new and preservation of existing affordable housing program. The PAP goals are established based upon the local housing needs and priorities, and the objectives and strategies outlined in the City's 5-Year Consolidated Plan and Annual Action Plans as it relates to the HOME program or the Local Housing Assistance Plan presiding over the SHIP program, and in accordance with the 2013 HOME Final Rule.

1.6.3 REFERENCES

- Section 420.907 et. seq. Florida Statutes, *State Housing Initiatives Partnership Act*.
- Administrative Rule of the Florida Housing Finance Corporation, 67-37 et. seq., *State Housing Initiatives Partnership Program*.
- 24 CFR Part 92, 2013 HOME Final Rule, *US Department of Housing and Urban Development*.

1.6.4 ELIGIBILITY

1.6.4.1 HOUSEHOLD ELIGIBILITY

- a) The applicant's household income may not exceed 120% and 80% of the median income adjusted for family size for the Melbourne-Titusville-Palm Bay (Brevard) MSA as determined annually by HUD when using SHIP and HOME or CDBG funds, respectively.
- b) Households with more than \$5,000 in liquid assets within a savings or checking account must use the difference towards the purchase of the home.
- c) The applicant and/or co applicant must have received City-approved homebuyer education and one-on-one housing counseling.

- d) The applicant must be able to obtain to obtain a 30-year first mortgage through a non-predatory lending institution.
- e) The applicant must be able to provide proof of responsible lending and sustainable (e.g., no predatory loans) in accordance with §92.254(f).
- f) If applying for the First-Time Home Buyer's Program, applicant cannot have owned a home or had ownership interest in homestead property within the past three (3) years, with the following exceptions:
 - a. A single parent who has only owned with a former spouse while married
 - b. An individual who is a displaced homemaker and has only owned with a spouse
 - c. An individual who has only owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations
 - d. An individual who has only owned a property that was not in compliance with state, local or model building codes, and which cannot be brought into compliance for less than the cost of constructing a permanent structure

1.6.4.2 UNIT ELIGIBILITY

- a) The unit must be located in the city limits of Palm Bay.
- b) The purchase price of the unit may not exceed 90% and 95% of the median area purchase price for existing homes or new construction in the Melbourne-Titusville-Palm Bay (Brevard) MSA as established by the United States Department of Treasury when using SHIP or HOME funds, respectively.
- c) The assistance may not be used to purchase a mobile or modular home.
 - a. Existing units may have a swimming pool or similar amenity.
 - b. Reasonable closing fees may be charged. However, all fees shall be reviewed by the Housing Administrator and approved.
 - c. Eligible forms of homeownership when using HOME funds:
- Fee simple title in a 1- to 4- unit dwelling or condominium unit or at least a 99-year leasehold interest, except:
 - Housing located in insular areas must have a ground lease for at least 40 years
 - Housing located on an Indian trust or restricted Indian land, for at least 50 years
 - Housing located on land owned by a community land trust, for at least 50 years
 - Manufactured housing on a ground lease that is at least equal to the applicable affordability period §92.251(e).

1.6.4.3 LEVELS OF ASSISTANCE

The actual assistance will be the *minimum* amount needed to get the applicant into an affordable unit.

- a) The maximum assistance for households with incomes at or below 50% of the median is \$40,000 for HOME
- b) The maximum assistance for households with incomes at 51% - 80% of median is \$35,000 for HOME.
- c) The maximum assistance for households with incomes at 80% - 120% of median is \$30,000 for HOME.
- d) When used to purchase an existing home requiring rehabilitation for HOME, \$5,000 is available for any combination of down payment, closing costs and rehabilitation. Rehabilitation shall be completed in accordance with Florida Building Code. Any rehab completed shall have a minimum useful life of at least five (5) years for major systems. Work write-ups and written cost estimates shall be reviewed and approved by the City. The City shall determine if the costs are reasonable and plans and specifications are in compliance with the City's written standards.

The maximum assistance for households assisted under SHIP is \$30,000 in accordance with the Local Housing Assistance Policy.

In order to prevent over subsidization of the homeowner or the excessive closing costs charged by the lender, the City reserves the right to refuse assistance. In such cases, the homebuyer will be asked to renegotiate the loan or to seek another lender.

1.6.4.4 OTHER LOAN TERMS

Funding assistance will be in the form of a deferred payment loan, secured by a zero percent (0%) interest mortgage in favor of the City of Palm Bay and forgiven at the end of the term. The homeowner or household will be subject to all terms and conditions established by the City's mortgage lien and recorded against the property. In addition to the affordability period, the following terms will apply to each loan:

- a) Death of the mortgagor: The passing of title due to the death of the mortgagor to other than a spouse or co-mortgagor holding an interest in the property as a co-tenant is deemed a conveyance.
- b) Leasing: Leasing the premises for any period of time is deemed a conveyance.
- c) Continued Occupancy: The mortgagor must reside in the assisted property as his/her principal residence for the life of the loan. If for any reason, other than a hospital or nursing home stay, the mortgagor vacates the premises for more than a period of 120 days in any one calendar year, such vacation shall constitute default.
- d) Interest: There is zero interest on the loan except in the case of default, at which time the remaining balance shall accrue interest at five percent (5%) per annum.

- e) Maintenance: The mortgagor must keep the property maintained and in good repair according to the Florida Building Code and all applicable codes of the City of Palm Bay.
- f) The homeowner will be required to pay for the cost of the satisfaction of mortgage upon expiration of the lien term.

1.6.4.5 SUBORDINATION OF LIENS

All subordination of liens shall follow the City's Subordination Policy (Exhibit 3) as amended from time-to-time and approved by City Council.

1.6.4.7 SELECTION CRITERIA

All assistance is subject to the availability of funds, administered on a first come, first qualified basis.

Applicants cannot have owned a home within three (3) years of applying to the program. Any net proceeds from the sale of a previous home should be applied to the purchase of the new home prior to receiving down payment assistance.

Applicants that have previously received state or federal down payment assistance are not eligible for assistance for six (6) months following previous award.

1.6.4.8 OWNER CONTRIBUTION

As required by.... The applicant must make a minimum cash contribution towards the purchase of the home.

- Households with incomes at or below 50% of the median must contribute a minimum \$500.
- Households with incomes at 51-80% of median must contribute a minimum of \$750.
- Households with incomes at 81-120% of median must contribute a minimum of \$1,000.
- Households with more than \$5,000 in liquid assets in a savings or checking account must apply those additional assets beyond the \$5,000 towards the purchase of their home.

1.6.4.9 NOTIFICATION OF AWARD

An award letter, also called a letter of commitment, will be issued within 30 days after the household has been income-certified. The award letter will be good for a period not to exceed 120 days from issuance. If an applicant has not received down payment assistance within the 120-day window, applicants may be subject to a re-certification of income.

1.6.4.10 THIRD-PARTY ADMINISTRATION OF PURCHASE ASSISTANCE PROGRAM

The City is authorized to subcontract purchase/down payment assistance to be administered by a non-profit organization, also known as a sub-recipient. The selection of a sub-recipient to administer this program shall be selected in accordance with the City's Procurement Manual. The sub-recipient shall adhere to the rules and regulations set forth by the funding agency and the policies and procedures set forth in this manual.

1.6.4.11 HOUSING COUNSELING/HOMEBUYER EDUCATION

Homeowners participating in the City's Purchase Assistance Program shall be required to participate in housing counseling and homebuyer education courses. The Housing Counseling/Homebuyer Education Program shall be administered as a turnkey operation. The agency administering the program shall market the program, schedule, and make all arrangements (sites, speakers, materials, etc.) for homebuyer education classes, and provide housing counseling on an individual basis to each homebuyer. The agency must also provide proof of attendance by homebuyers.

For Housing Counseling to individual homebuyers, performance standards by which success will be measured include, but are not limited to, the following:

- Keeping of accurate time sheet records of housing counseling staff, demonstrating actual time spent on housing counseling activities.
- Housing counseling must be carried out by a certified housing counselor (as defined by the National Federation of Housing Counselors, or its equivalent).
- File evidence of housing counseling notes.
- Housing counseling shall be provided in accordance with §92.254(a)(3) when using HOME funds.

For Homebuyer Education Classes, performance standards by which success will be measured include, but are not limited to, the following:

- Classes must follow, at a minimum, the Fannie Mae recommended homebuyer education course outline.
- Classes must include a Fair Housing Law education component.
- File evidence of classes, including, but not limited to copies of agendas, sign-in sheets, and class evaluations by participants.

1.6.4.12 SUSTAINABLE HOMEOWNERSHIP UNDERWRITING

The City, or subrecipient, shall have written underwriting standards that evaluate the homebuyer in accordance with §92.254(f) regarding:

- Housing debt and overall debt
- Monthly expenses of the family
- Assets available to acquire housing
- Financial resources available to sustain housing

1.6.4.13 SPECIFIC HOME REQUIREMENTS

- HOME statute requires initial purchase price/after rehab value not to exceed 95% of area median purchase price in accordance with §92.254(s)(2)(iii).
- City sponsored homebuyer units which remain unsold after six (6) months after construction shall be converted to rental units, for the rental affordability period, or HOME funds must be repaid. A ratified sales contract is sufficient to demonstrate a sale. Units can become lease-purchase only if: The City has an established lease-purchase program, and an Agreement with the homebuyer is executed before the deadline.
- In accordance with §92.254(f) the City shall ensure that loan terms of any loans to which HOME funds are subordinated are reasonable and sustainable.
- If a non-governmental lender is providing both first mortgage financing and HOME assistance (as a subrecipient or contractor), the City shall verify income eligibility and inspect housing for compliance with applicable property standards.
- For HOME funds, lenders cannot charge fees.
- The City shall follow the resale and recapture requirements of §92.254(a)(5) within the Brevard County HOME Consortium Consolidated Plan and annual Action Plans. The resale provisions clearly define “fair return” and “reasonable range of low-income homebuyers.” See Exhibit 2.
- In accordance with §92.251(c) the City shall determine assisted housing is decent, safe, sanitary and in good repair. All assisted housing shall meet the Florida Building Code and shall not contain deficiencies proscribed by HUD based on inspectable items and areas pursuant to 24 CFR 5.702 (UPCS Checklist).
- The City shall inspect housing and document compliance no earlier than 90 days before commitment of HOME funds.
- The City shall rehab housing that fails to meet these property standards or HOME funds cannot be used to acquire it, in accordance with §92.251(c).
- A contract for deed (also known as an installment contract or land sales contract) is *not* an eligible form of homeownership.

1.7 SUBORDINATION OF LIENS

All subordination of liens shall follow the City’s Subordination Policy (Exhibit 3) as amended from time-to-time and approved by City Council.

1.7.1 DEFAULT, DEATH OR RELOCATION OF ELIGIBLE PROPERTY OWNERS

In the case of default, death or relocation of a homeowner or household who has a mortgage lien by the City under this program, the homeowner shall be subject to the terms and conditions of the mortgage lien as it pertains to default.

1.8 COMPLAINT AND APPEALS PROCEDURE

See Exhibit 1.

1.9 SUBSIDY LAYERING POLICY

1.9.1 PURPOSE

The purpose of these local guidelines is to provide guidance in evaluating projects using HOME funds in combination with other governmental assistance to ensure that no more than the necessary amount of HOME Program funds are invested in any one project to provide affordable housing.

1.9.2 BACKGROUND

Both Section 212(f) of the Cranston-Gonzalez National Affordable Housing Act, as amended, and 24 CFR Part 91, the consolidated plan final rule, require the City of Palm Bay to provide a certification with the consolidated plan. This certification asserts that prior to the commitment of funds to a project, the City will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other governmental assistance than is necessary to provide affordable housing.

1.9.3 DEFINITIONS

Governmental Assistance - Governmental assistance includes any loan, grant, (including Community Development Block Grant), guarantee, insurance, payment, rebate, subsidy, credit, tax benefit, or any other form of direct or indirect assistance from the Federal, State, or local government for use in, or in connection with, a specific housing project.

Maximum Per Unit Subsidy Limits - The amount of HOME funds that the City may invest on a per-unit basis in affordable housing may not exceed the per unit dollar limits established under section 221(d)(3) of the National Housing Act for elevator-type projects, involving nonprofit mortgagors that apply to the area in which the housing is located. These limits are available from the Multifamily Housing Division in the HUD Field Office. If the City's per unit subsidy amount has already been increased to 210% as permitted under section 221(d)(3)(ii) of the National Housing Act, upon request to the Field Office, HUD will allow the City's per unit subsidy amount to be increased on a program-wide basis to an amount up to 240% of the original per unit limits.

As a rule, the City will consider all the factors relevant to feasibility of a project, which may include, but are not limited to, past rates of returns (in that area for that type of project) to owners, sponsors, investors; the long-term needs of the project and its tenants; and the usual and customary fees in the development of the project. In addition, the City will also consider the population that is being served when conducting the layering review. For instance, if the targeted population is 60 percent of median income for the area, that results in one level of assistance; if the targeted population is very low-income, e.g., below 30 percent of area median income, that will result in an increased level of HOME or other assistance. If low-income housing tax credits or any HUD funding source is used, the

City will rely upon the allocating agency's evaluation to ensure that HUD subsidies are not greater than necessary to provide affordable housing.

1.9.4 PROJECT EVALUATION

1. **Source/Uses of Funds**

The applicant should provide supporting documentation for all other costs as specified in the Sources/Uses of Funds statement. If the documentation is not adequate and does not support the costs as stated, the City will request additional documentation, a second opinion and/or reference from the appropriate source (i.e., another construction cost estimator, another architect or lawyer), or deny the project HOME funding. It should be noted that for projects with tax credits to be sold, the proceeds from the sale of these credits must be identified as a source of funding.

The Sources/Uses of Funds statement should reflect the project development budget and should list all proposed sources (both private and public) of funds and the dollar amount(s) for each respective source; and all uses of funds (including acquisition costs, rehabilitation/or construction costs, financing costs and professional fees) associated with the project.

The Sources/Uses of Funds should include the commitment letters with all terms and conditions for all mortgages, grants, subordination agreements, bridge (interim) loans and investment tax credits (historical, low-income, if applicable); and if the applicant is a partnership, a copy of the partnership agreement, which will indicate the cash contributions by the general partner(s) and/or limited partner(s).

The City shall request the following: (1) earnest money agreement, option or closing statement for land and/or building(s); (2) construction cost estimate; (3) construction contract or preliminary bid(s); (4) agreements governing the various reserves which are capitalized at closing (to verify that the reserves cannot be withdrawn later as fees or distributions); (5) appraisal (to substantiate the value of the land and the value of the property after rehabilitation or the structure being built); and (6) if low-income housing tax credits are utilized, documentation on the syndication costs (legal, accounting, tax opinion, etc.) from the organization/individual who will syndicate and sell the offering to ensure that the project can support the fees necessary to syndicate/fund the project. All assumptions in the offering should be verified in the supporting documentation.

2. **Certification of Federal Assistance**

A formal certification from the applicant(s) will be reviewed concerning the governmental assistance provided or to be provided to a project. If no such governmental assistance is to be provided at the time of the application or in the future, the applicant(s) should certify to that fact. The applicant(s) should also certify that should other governmental assistance be sought in the future, the City will be notified promptly. These assurances may take the form of a certification.

3. Project Development Budget

Ensure that the costs being funded by the HOME Program are eligible and HOME funds per unit do not exceed the maximum per-unit subsidy limits. Focus will be on the project's quality, and construction costs, architectural and engineering fees, and consulting fees. The determination of "reasonableness" of the costs will be based on all the following factors: (1) costs of comparable projects in the same geographical area; (2) the qualifications of the costs estimators for the various budget line items and (3) comparable costs published by recognized industry cost index services.

4. Rate of Return on Equity Investment

Scrutinize the proforma to ensure the cash flow projections are reasonable considering the present economic conditions since the rate of return on the investment is partially predicated on the cash flow. All proformas should include but are not limited to project income and expense statement, which should include achievable rent levels, market vacancies and operating expenses and specify the consequences of tax benefits, if any, and any other assumptions used in calculating the project cash flow to determine the reasonableness of the rate of return on the equity investment. The proforma should represent, at a minimum, the term of the HOME affordability requirements, but longer if applicable (e.g., 15 years for low-income housing tax credit projects).

The project cash flow shall be defined as: the spendable cash generated annually (at the end of the yearly period) after all operating expenses and debt service payments have been deducted from the gross revenues of the property. The determination of a reasonable rate of return on the equity investment will be based on an evaluation of the individual project as it compares to market standards for similar investments. Using data contained in the project application, the City may evaluate several factors (e.g., cash on cash return, the internal rate of return, net equity) in determining a "reasonable" rate of return for the project. (See Table "2" for cash-on-cash illustration)

The City will not allow an excessive gain/profit to be derived from the project, in part due to the financing (low-income housing tax credits, low interest loans, grants, tax abatements, etc.), therefore, will establish specific standards for reasonable rates of return on the invested equity based on the project.

1.9.5 OVERALL EVALUATION

If the City determines that the total amount of HOME assistance and other governmental assistance exceeds the amount necessary to make the project feasible due to the unreasonableness of the costs and/or the projected rate of return, the City will consider several options:

- a) Reduce the amount of HOME assistance through reducing the development budget accordingly or increasing the non-public funding of the project;
- b) Make other adjustments to the project, such as lower the rents to be charged, reduce the term of the loan to lower the rate of return; or

- c) Deny HOME assistance if the applicant refuses to make reasonable adjustments or to limit its return/costs.

1.10 MONITORING POLICY AND PROCEDURES

The City shall be responsible for monitoring all subrecipients of state or federal housing and community development grants for which it administers. The HCD Division shall adhere to the monitoring policies of each respective program (see Exhibit 4).

1.10.1 DEFINITIONS AND REFERENCES

1. Section 420.907-9079, F.S. and Rule Chapter 67-37.019 (10), Florida Administrative Code (State Housing Initiative Partnership Program)
2. Titles I and II of the Cranston-Gonzalez National Affordable Housing Act, Public Law 101-625, HOME Investment Partnerships Program.
3. 24 CFR Part 92, Final Rule, HOME Investment Partnerships Program.
4. 24 CFR Part 570, regulations, Community Development Block Grant Program.
5. Office of Management and Budget (OMB) issued Super Circular, December 26, 2013, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." The Super Circular supersedes and streamlines requirements from OMB Circulars A-21, A-87, A-110, and A-122 (which have been placed in OMB guidances); Circulars A-89, A-102, and A-133; and the guidance in Circular A-50 on Single Audit Act follow-up.
6. Subrecipient – CDBG: A public or private non-profit agency or organization receiving CDBG from a grantee or another subrecipient to undertake eligible activities.
7. Subrecipient – SHIP: The SHIP rule defines a subrecipient as any person or non-state entity. This would include any non-profit, consultant or other entity actively performing any administrative function of the program including application intake, income verification, contract oversight, counseling, etc.
8. Subrecipient – HOME: means a public agency or nonprofit organization selected by the City to administer all or a portion of the City's HOME program. A public agency or nonprofit organization that receives HOME funds solely as a developer or owner of housing is not a subrecipient. The City's selection of a subrecipient is not subject to the procurement procedures and requirements.
9. CHDO – Community Development Housing Organization – a qualified non-profit housing organization that is eligible for set-aside funds through the Home Investment Partnership Program (HOME).

10. Non-Profits – A 501(c) (3) certified organization eligible to receive grant funds.

11. For-Profits – A legally registered business eligible to receive grant funds.

12. High-Risk Subrecipient/CHDO: Subrecipients, Non-Profits, For-Profits, and CHDO's that fit one or more of the following criteria:

- New to the funding program,
- Experiencing turnover in key staff positions,
- Plagued by past compliance or performance problems,
- Inability to expend funds in a timely manner,
- Undertaking multiple formula program-funded activities for the first time, and
- Not submitting timely reports.

13. Desk Review: Examination of information and materials provided to grantee by funded subrecipients, to track performance and identify potential problem areas.

14. On-Site Review: A physical visit to a site or sites wherein the subrecipient administers and/or carryout programs for which it has been funded by the grantee.

1.10.2 DIRECTIVES – PROGRAM ADMINISTRATION

The City of Palm Bay's Housing & Community Development Division (HCD Division) shall be responsible for managing the day-to-day operations of administering the City's state and federally funded housing and community development grant programs. The Division is also responsible for ensuring that all funds are expended in accordance with the program requirements and routinely monitored for compliance with the regulations.

1.10.3 SELECTING SUBRECIPIENTS, CHDO'S, NON-PROFITS, AND FOR-PROFITS

The City is authorized to subcontract administration of its housing and community development programs to a third-party organization, also known as a subrecipient. All subrecipients, non-profits, for-profits, and Community Housing Development Organization's (CHDO) administering such programs shall be selected in accordance with the City's Procurement Manual, and in accordance with state and federal regulations where applicable. Subrecipient/CHDO/Non-Profit/For-Profit Agreements

Before disbursing funds to any organization that is awarded funding, a written agreement must be executed. Written agreements are a vital tool in:

- Meeting all applicable state and federal requirements;
- Providing a tool for managing CDBG activities;
- To serve as a training tool; and
- Applicable to all administered grant programs.

The Final HOME Rule must be adhered to prior to execution of a written agreement, including but not limited to; CHDO capacity determination, market analysis, and subsidy layering.

The CDBG/HOME/SHIP regulations stipulate that certain requirements be included in all written agreements with subrecipients, non-profits, for-profits, and CHDO's: At a minimum, all agreements must include the following provisions:

1. A Statement of Work – A description of the work to be provided, including a schedule and budget. Specifically:
 - The purpose and nature of work to be provided, including location and days/hours of services provided.
 - The specific task to be performed.
 - The specific quantifiable level of service that will be provided for each activity (the number of people served and the number of units of service).
2. Records and reports – The specific records which must be maintained and the reporting requirements;
3. Program income – Whether program income received is to be returned to the City or retained by the entity;
4. Uniform administrative requirements - Compliance with all applicable uniform administrative requirements;
5. Other program requirements – Compliance with all applicable “other federal requirements (e.g., Davis Bacon, Lead Based Paint, etc.);
6. Suspension and termination – Conditions by which suspension or termination can occur; and
7. Reversion of assets – Upon expiration of the agreement, any CDBG funds on hand as well as any accounts receivable attributable to CDBG funds must be transferred to the grantee. The agreement must also include the requirements covering the use of real property acquired with CDBG funds.

Once the written agreement has been negotiated and signed by an authorized agent of the agency and an authorized City official, staff must complete the required purchase requisition for the issuance of a purchase order prior to any work commencing.

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1.10.4 MONITORING PROCEDURES

1.10.4.1 OBJECTIVE

The primary intent of these procedures is to ensure production and accountability, compliance with applicable program requirements, federal and state regulations, and to develop standards for evaluating organizational and project performance.

These procedures are designed to create conformity and consistency in the monitoring of subrecipients receiving funding from the City of Palm Bay and at a minimum will:

- Standardize procedures for reporting by funding subrecipients;
- Standardize procedures for review and monitoring;
- Set standards for how risk will be identified and addressed;
- Standardize procedures for determining the frequency of meetings, monitoring reviews and inspections;
- Set standards for pre-monitoring preparation and utilizing staff and other resources for monitoring; and
- Identify tools to be used for ease in carrying out the process.

1.10.4.2 MONITORING

Monitoring can be conducted in two ways. The first is to conduct a “desk review”. Desk reviews will be conducted at least quarterly for each subrecipient awarded funding. Staff performing desk reviews will examine progress reports, compliance records, measurable outcome achievements and financial information, to adequately assess performance and look for indicators of performance or compliance problems. Staff provides each agency with financial reimbursement and progress reporting forms. If questions or concerns arise from the review, staff will gather additional information through telephone calls or additional documents or other written materials.

The second, more intensive way the Agency will be monitored is through an on-site monitoring review. An on-site monitoring review will be conducted at a minimum of annually for all subrecipients awarded funding. The following are steps that will be taken when preparing for and conducting an on-site monitoring review:

Step 1: Preparing for the Monitoring Visit: Before the monitoring visit, staff will familiarize themselves with applicable program rules and establish a monitoring protocol. In addition, the following will be reviewed prior to the visit.

- Application for funding
- Written Agreement
- Progress Reports
- Draw-down/Reimbursement requests
- Integrated Disbursement and Information System (IDIS) reports.
- Correspondence between the Agency and the City
- Previous monitoring reviews
- Copies of financial audits

Step 2: Conducting the Monitoring Visit: The four (4) basic elements to conducting the monitoring visit are notification, entrance conference or meeting, data collection and analysis, and exit conference or meeting. These steps are defined as follows:

- a. Notification: The monitoring process will always begin with staff calling the recipients to explain the purpose of the visit and to agree upon dates for the visit. A formal notification letter will follow at least two weeks before the planned visit and will include:
 - Confirmation of the dates for the review
 - Scope of the monitoring
 - Information needed for review during the visit
 - Staff needed for interviews or other assistance during the review
- b. Entrance Conference: The entrance conference will be held at the beginning of the monitoring visit, usually with the executive director or other top officials of the organization, to make sure the subrecipient's have a clear understanding of the purpose, scope, and schedule for the monitoring.
- c. Documentation, data gathering and analysis: A clear record of all information reviewed and received during conversations with the agency should be kept. This information will be obtained utilizing the monitoring checklist. The information gathered will serve as the basis for conclusions to be included in the monitoring report and follow-up letter. The subrecipient may request identification of sources if any conclusions are disputed.
- d. Exit Conference: At the end of the monitoring visit, the staff conducting the review will meet again with key agency representatives to:
 - Present preliminary results of the monitoring.
 - Provide an opportunity for the subrecipient to correct any misconceptions or misunderstandings.
 - Secure additional information to clarify or support their position.
 - If applicable, provide an opportunity for the subrecipient to report on steps the organization may already be taking to address areas of noncompliance or non-performance.

Step 3: Follow-up: At the end of the process, staff will provide the subrecipient with formal written notification of the results of the monitoring review. This letter will both recognize successes and identify and concerns or findings. In addition, the letter will set deadlines for a written response and corrective actions on any concerns or findings.

1.10.4.3 FINANCIAL PERFORMANCE MONITORING

During site visits staff will monitor the subrecipient's financial management system to ensure:

- Funds are being efficiently and accurately controlled.

- Subrecipients are maintaining an accounting system in which transactions are handled, records are kept, and records are generated in a manner that contents of the financial reports are traceable to the original supporting documentation of all financial transactions.

Staff will ensure that the following elements are present in all financial management systems of subrecipients awarded funding.

1. Accurate, current, and complete disclosure of the financial results of each federally sponsored program, including scores and application of funds.
2. Effective control over and accountability for all funds, property, and other assets.
3. Comparison of outlays with budgeted amounts for each award.
4. Sound internal controls over purchases, cash disbursements, and cash receipts, including segregation of duties and proper authorization and approvals of transactions.
5. Periodic internal and external audits or evaluations (annual audits for all subrecipients receiving \$700,000 or more in federal or state funds.
6. Record retention policies.
7. Documentation of accounting policies, particularly those pertaining to cost charging, timesheet preparation, and procurement.
8. An accounting system that meets the following requirements:
 - Segregation of unallowable costs from allowable costs.
 - Segregation of direct from indirect costs.
 - Proper assignment and allocation of costs to functional classifications.
 - Matching of income applicable credits with associated expenditures.
 - Timely reconciliation of accounts and sub-ledgers.
 - Time-charging systems that allocate labor costs among program activities and comply with OMB issued Super Circular.
 - Consistency with accounting treatment over time and from one function or award to another.
 - Timely and accurate financial reporting
 - Maintenance of proper supporting documentation for all transactions, estimates, and calculation.

1.10.4.4 CORRECTIVE ACTIONS

When identifying performance problems deeming corrective actions staff will utilize the following to determine the appropriate monitoring finding response. The approach to utilize will depend on the seriousness of the problem identified:

Stage 1: Low-level Intervention: At this stage, staff will do one or more of the following:

- Clearly identify problem areas and required corrective actions.
- Plan a strategy with the subrecipient that includes any training or technical assistance that may help to address identified problems.

- Require more frequent or more thorough reporting by the recipient.
- Conduct more frequent monitoring reviews.

Stage 2: Moderate-level Intervention: If low-level intervention steps do not remedy the identified problems, staff will take increasingly tougher steps, such as:

- Restrict payment request.
- Disallow certain expenses or require repayment of funding provided for certain expenses.
- Impose probationary status.

Stage 3: High-level Intervention: At this point, the City must take the most serious actions to put an end to noncompliance problems. Steps may include but are not limited to:

- Temporary suspension of the organization from participation.
- No consideration of the activity or organization for the next program year.
- Terminate the agreement.
- Require repayment of funds.
- Initiate legal action.

1.10.4.5 TECHNICAL ASSISTANCE TRAINING

Technical assistance and training will be provided to assistance subrecipients with avoiding problems and improving performance. Technical assistance and training will be provided throughout all phases of the process to assure the greatest success of subrecipients awarded funding.

1.10.4.6 PROJECT MONITORING

Under all Agreements, monitoring begins when activities are selected for funding or at the beginning of project development and continues through project completion.

Once construction has started a minimum of weekly site visits will be conducted accompanied by progress notes that identify and flag any pending or anticipated problems. In addition, a site visit will be conducted before processing all draw requests to ensure satisfactory completion of work.

Site visits and desk reviews will be conducted to ensure that:

- The project is meeting standards established in the written agreement;
- The costs are on target;
- The number of proposed units are being produced; and
- The quality and quantity of work is acceptable.

Contractors selected to carry out public facilities and improvement projects will submit a project schedule, projecting all major milestones.

On completed projects, a schedule will be developed to identify all required annual reviews and re-certifications.

1.10.4.7 RENTAL HOUSING MONITORING

For HOME assisted rental housing, all applicable HOME Rule regulations shall be followed. The financial health and physical condition of the property will be examined on an annual basis for projects with ten (10) or more units. The following reports will be examined:

- Operating budget
- Balance Sheet
- Income statement

A Certification from the property owner will be required stating that HOME-assisted housing units are suitable for occupancy and meet local property standards.

On-site inspections will be done within 12 months after project completion and then once every three (3) years during the period of affordability. During inspections, the following information will be required:

- Compliance with applicable property standards requirements.
- Verification of information regarding rent and occupancy.
- Verification of information regarding leases, tenant income, rents, and utility allowances.
- Compliance with provisions of written agreements.
- Review of financial health, management capacity, and long-term viability of the project.

1.10.6 FOLLOW-UP

Periodic follow-up contacts with the property owner(s) at 30-day, 60 day and 12-month intervals are scheduled by the Program Staff to ensure compliance with program guidelines and ascertain additional counseling needs. In addition, on an annual basis City staff shall conduct a monitoring per the City's Monitoring Plan and Policy.

1.10.7 FILE DOCUMENTATION

Housing Staff shall adhere to the City's Monitoring Plan to document monitoring activities.

1.11 HOME SPECIFIC PROGRAM REQUIREMENTS

1.11.1 PROJECT SET UP IN IDIS

All projects are set up in IDIS in accordance with 24 CFR 92.502(b). The City of Palm Bay shall not set up a project or in IDIS before it executes a legally-binding written agreement committing the HOME funds. When committing funds to a HOME activity in IDIS, the City of Palm Bay shall certify that it has a fully executed written agreement that meets the requirements of the regulations. When committing funds for CHDO set-aside projects, the City additionally certifies that the organization meets the definition of CHDO at 24 CFR 92.2, that the organization has demonstrated capacity, and that the organization meets the requirements to own, develop, or sponsor the housing, in accordance with 24 CFR 92.300 (a).

1.11.2 DISBURSEMENT OF HOME FUNDS

Disbursement of HOME funds shall be in accordance with 24 CFR 92.502(c).

1.11.3 PROJECT COMPLETION

All projects are closed out in accordance with 24 CFR 92.502(d).

1.11.4 PROGRAM INCOME

The City of Palm Bay shall ensure adherence to 24 CFR 92.504(c)(2).

All program income received by the City must be deposited within 5 business days of receipt of funds. Once Housing staff receives program income, the Housing Assistant shall prepare the payment for deposit by the Finance Department. The Housing Assistant will make a copy of all paperwork and then send the original paperwork to the _____ in the _____ Division. _____ will then prepare the payment for deposit. _____ will then send the completed deposit information, including a copy of the H.T.E. (the City's Accounting System) showing confirmation that the deposit was made in the appropriate program income account and has hit the general ledger.

All program income must be receipted in IDIS within 30 days of receipt of funds. The Housing Assistant will be responsible for recording program income information into IDIS and placing confirmation of receipt in IDIS into the appropriate project file.

All program income must be drawn down before requesting disbursement of HOME allocations.

Program income generated from recaptured funds, such as when a homebuyer property is sold during the affordability period, shall not be used for administration costs. These funds shall be used for HOME projects in accordance with all HOME rules.

Expected program income information shall be included in preparation of the Consolidated Plan.

On a monthly basis, Housing Division and Finance department shall meet at least monthly to compare financial records in the City's financial management system, H.T.E., with IDIS records. If there are any discrepancies, they shall be discussed and resolved.

1.11.5 HOME ELIGIBLE ADMINISTRATIVE COSTS

The City of Palm Bay may only expend HOME funds for eligible and allowable administrative costs up to the amount allocated annually by the Brevard County HOME Consortium. All eligible administrative costs shall be in accordance with the definition of administrative costs as described in 24 CFR 92.207.

Eligible administrative costs include the following:

1. General management, oversight, and coordination
2. Staff and overhead
3. Public information
4. Fair housing
5. Indirect costs
6. Preparation of the Consolidated Plan
7. Other Federal requirements

Of the above costs, only the following costs can be charged to either administrative costs or project-related soft costs:

1. Project-related or relocation-related staff and overhead costs
2. Certain environmental costs

1.11.5.1 GENERAL MANAGEMENT, OVERSIGHT, AND COORDINATION

Eligible costs include staff salaries, wages and other costs related to the planning and execution of HOME activities such as: program coordination, management and evaluation; travel costs incurred for official business in carrying out the program; administrative services performed under third party agreements, such as legal, accounting and audit services; other costs for goods and services required for the administration of the program, such as rental or purchase of equipment, insurance, and utilities; and the costs of administering tenant-based rental assistance.

1.11.5.2 STAFF AND OVERHEAD

Staff and overhead costs that are directly related to a project and/or to the provision of relocation services, and certain information services and environmental costs. These can be charged either as administrative costs or project-related soft costs.

1.11.5.3 PUBLIC INFORMATION

Public information costs are eligible administrative costs incurred to provide information to the general public about the HOME program, or to residents and citizen organizations to encourage their participation in the planning, implementation or assessment of projects being assisted with HOME funds.

1.11.5.4 FAIR HOUSING

Fair housing costs are eligible administrative costs associated with any activities undertaken to affirmatively further fair housing in accordance with the Brevard County HOME Consortium's certification in its Consolidated Plan.

1.11.5.5 INDIRECT COSTS

Indirect costs may only be charged to the home program under a cost allocation plan prepared in accordance with 2 CFR part 200 as applicable. Indirect costs (such as rent, utilities, maintenance and other costs that are shared among several departments or divisions of the city) are always categorized as administrative costs.

1.11.5.6 PREPARATION OF THE CONSOLIDATED PLAN

Because an approved Consolidated Plan is a required under 24 CFR Part 91 for participation in the HOME Program, costs related to the preparation are eligible administrative costs under the HOME Program. This includes the cost of document preparation, public hearings, consultations and publication.

1.11.6 HOME MATCH ISSUE

The HOME statute prohibits the recognition of administrative costs as match, even if the costs are paid with non-Federal funds. HOME funds used for administrative expenses of the City and for operating expenses of CHDOs do not have to be matched, thus reducing the City's overall match liability. Should the City charge staff and overhead costs to a project, those costs would trigger the 25 percent matching requirement.

1.11.7 REQUIREMENTS FOR COMMITTING HOME FUNDS

The City of Palm Bay must commit HOME funds within 24 months of HUD's obligation of its grant, or HUD will recapture the funds from the Brevard County HOME Consortium's HOME Investment Trust account. Section 218(g) of the HOME statute, Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended (42 U.S.C. 12748), imposes a 24-month deadline on the commitment of HOME funds by PJs. If the PJ, Brevard County as the lead agency of the Brevard County HOME Consortium, does not commit the funds by the deadline, the Consortium's right to draw the funds from its HOME investment Trust Fund expires and HUD must reduce the line of credit in the Consortium's HOME Investment Trust Fund. In accordance with this statutory requirement, the HOME rule at §92.500(d)(1)(B) requires the Brevard County

HOME Consortium to commit its funds in the HOME Investment Trust Fund U.S. Treasury account within 24-months after the last day of the month in which HUD notifies Brevard County of HUD's execution of the HOME grant agreement. HUD must reduce or recapture HOME funds that are not committed by this 24-month deadline. Because the 24-month commitment requirement is statutory, it cannot be waived. Compliance with this requirement is tracked monthly for all PJs on the HOME Deadline Compliance Status Report.

1.11.7.1 DEFINITION OF COMMITMENT

The 2013 update to the HOME regulations modified and clarified the definition of "commitment" found at 24 CFR Part 92.2. The regulation at §92.2 "Commitment" (1) now states that HOME funds are committed when: The participating jurisdiction (in this case Brevard County Housing and Human Services Department) has executed a legally binding written agreement (that includes the date of the signature of each person signing the agreement) with the City of Palm Bay to use a specific amount of HOME funds to produce affordable housing, provide downpayment assistance, or provide tenant-based rental assistance; or has met the requirements to commit to a specific local project.

This definition makes clear that the HOME written agreement that commits HOME funds is the executed written agreement described in 24 CFR 92.504(c).

The HOME regulation differentiates between two different types of commitments:

1. To specific local projects; or
2. To programs undertaken by the City.

HUD will consider the HOME commitments that have been entered into IDIS when determining compliance with the 24-month commitment deadline. The following is a complete list of items that are considered commitments in IDIS:

1. HOME activities funded with entitlement (EN) funds
2. SU subgrants to State recipients or subrecipients
3. HOME activities funded with CHDO set-aside (CR) funds
4. HOME activities funded with CHDO operating (CO) funds
5. Authorized amount of the administrative allowance (AD) subfund
6. HOME activities funded with CHDO capacity building (CC) funds
7. HOME activities funded with CHDO predevelopment loan (CL) funds

1.11.8 WRITTEN AGREEMENT REQUIREMENTS

The City of Palm Bay shall execute written agreements which complies fully with the requirements for written agreements at 24 CFR 92.504(c) when committing funds to an

owner, developer or sponsor, contractor, homeowner, homebuyer, or tenant (or landlord) for a specific project.

1.12 REVIEW OF POLICY

This policy shall be reviewed and/or updated on an annual basis with all current and new Housing staff.

1.13 RESERVATION OF AUTHORITY

The authority to issue and/or revise Policies is reserved by the Palm Bay City Council. This Policy shall replace all previous versions of Housing Program Policies.

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1. EXHIBIT 1 – COMPLAINT AND APPEALS PROCEDURE

Any applicant wishing to file a complaint or appeal a decision made by the Housing Administrator, or designee, shall notify the Community and Economic Development Director in writing, within five business (5) days. The Housing Administrator shall provide all information regarding the complaint/appeal to the Community and Economic Development Director, for review and determination. The Community and Economic Development Director shall have no more than ten business (10) days to review and make an independent determination regarding the complaint/appeal. The Community and Economic Development Director will make the final determination unless the determination warrants a legal opinion, in which case, the final determination will be made by the City Attorney's Office.

2. EXHIBIT 2 – BREVARD COUNTY HOME CONSORTIUM RECAPTURE GUIDELINES

In accordance with 24 CFR 92.254, below are the recapture guidelines for the Brevard County HOME Consortium:

24 CFR 92.254 QUALIFICATION AS AFFORDABLE HOUSING, HOMEOWNERSHIP:

(a) Acquisition with or without rehabilitation. Housing that is for acquisition by a family must meet the affordability requirements of this paragraph (a).

(1) The housing must be single family housing.

(2) The housing must be modest housing as follows:

(i) In the case of acquisition of newly constructed housing or standard housing, the housing has a purchase price for the type of single family housing that does not exceed 95 percent of the median purchase price for the area, as described in paragraph (a)(2)(iii) of this section.

(ii) In the case of acquisition with rehabilitation, the housing has an estimated value after rehabilitation that does not exceed 95 percent of the median purchase price for the area, described in paragraph (a)(2)(iii) of this section.

(iii) If a participating jurisdiction intends to use HOME funds for homebuyer assistance or for the rehabilitation of owner-occupied single- family properties, the participating jurisdiction must use the HOME affordable homeownership limits provided by HUD for newly constructed housing and for existing housing. HUD will provide limits for affordable newly constructed housing based on 95 percent of the median purchase price for the area using Federal Housing Administration (FHA) single family mortgage program data for newly constructed housing, with a minimum limit based on 95 percent of the U.S. median purchase price for new construction for nonmetropolitan areas. HUD will provide limits for affordable existing housing based on 95 percent of the median purchase price for the area using Federal FHA single family mortgage program data for existing housing data and other appropriate data that are available nation-wide for sales of existing housing, with a minimum limit based on 95 percent of the state-wide nonmetropolitan area median purchase price using this data. In lieu of the limits provided by HUD, the participating jurisdiction may determine 95 percent of the median area purchase price for single family housing in the jurisdiction annually, as follows. The participating jurisdiction must set forth the price for different types of single family housing for the jurisdiction. The

participating jurisdiction may determine separate limits for existing housing and newly constructed housing. For housing located outside of metropolitan areas, a State may aggregate sales data from more than one county, if the counties are contiguous and similarly situated. The following information must be included in the annual action plan of the Consolidated Plan submitted to HUD for review and updated in each action plan.

- (A) The 95 percent of median area purchase price must be established in accordance with a market analysis that ensured that a sufficient number of recent housing sales are included in the survey.
 - (B) Sales must cover the requisite number of months based on volume: For 500 or more sales per month, a one- month reporting period; for 250 through 499 sales per month, a 2-month reporting period; for less than 250 sales per month, at least a 3-month reporting period. The data must be listed in ascending order of sales price.
 - (C) The address of the listed properties must include the location within the participating jurisdiction. Lot, square, and subdivision data may be substituted for the street address.
 - (D) The housing sales data must reflect all, or nearly all, of the one- family house sales in the entire participating jurisdiction.
 - (E) To determine the median, take the middle sale on the list if an odd number of sales, and if an even number, take the higher of the middle numbers and consider it the median. After identifying the median sales price, the amount should be multiplied by 0.95 to determine the 95 percent of the median area purchase price.
- (3) The housing must be acquired by a homebuyer whose family qualifies as a low-income family, and the housing must be the principal residence of the family throughout the period described in paragraph (a)(4) of this section. If there is no ratified sales contract with an eligible homebuyer for the housing within 9 months of the date of completion of construction or rehabilitation, the housing must be rented to an eligible tenant in accordance with § 92.252. In determining the income eligibility of the family, the participating jurisdiction must include the income of all persons living in the housing. The homebuyer must receive housing counseling.
- (4) Periods of affordability. The HOME-assisted housing must meet the affordability requirements for not less than the applicable period specified in the following table, beginning after project completion. The per unit amount

of HOME funds and the affordability period that they trigger are described more fully in paragraphs (a)(5)(i) (resale) and (ii) (recapture) of this section.

HOME Amount Per Unit	Minimum Period of Affordability in Years
Under \$15,000	5
\$15,000 to \$40,000	10
Over \$40,000	15

(5) Resale and recapture. The participating jurisdiction must establish the resale or recapture requirements that comply with the standards of this section and set forth the requirements in its consolidated plan. HUD must determine that they are appropriate and must specifically approve them in writing.

(i) Resale. Resale requirements must ensure, if the housing does not continue to be the principal residence of the family for the duration of the period of affordability that the housing is made available for subsequent purchase only to a buyer whose family qualifies as a low-income family and will use the property as the family's principal residence. The resale requirement must also ensure that the price at resale provides the original HOME-assisted owner a fair return on investment (including the homeowner's investment and any capital improvement) and ensure that the housing will remain affordable to a reasonable range of low-income homebuyers. The participating jurisdiction must specifically define "fair return on investment" and "affordability to a reasonable range of low-income homebuyers," and specifically address how it will make the housing affordable to a low-income homebuyer in the event that the resale price necessary to provide fair return is not affordable to the subsequent buyer. The period of affordability is based on the total amount of HOME funds invested in the housing.

(A) Except as provided in paragraph (a)(5)(i)(B) of this section, deed restrictions, covenants running with the land, or other similar mechanisms must be used as the mechanism to impose the resale requirements. The affordability restrictions may terminate upon occurrence of any of the following termination events: foreclosure, transfer in lieu of foreclosure or assignment of an FHA insured mortgage to HUD. The participating jurisdiction may use purchase options, rights of first refusal or other preemptive rights to

purchase the housing before foreclosure to preserve affordability. The affordability restrictions shall be revived according to the original terms if, during the original affordability period, the owner of record before the termination event, obtains an ownership interest in the housing.

- (B) Certain housing may be presumed to meet the resale restrictions (i.e., the housing will be available and affordable to a reasonable range of low-income homebuyers; a low-income homebuyer will occupy the housing as the family's principal residence; and the original owner will be afforded a fair return on investment) during the period of affordability without the imposition of enforcement mechanisms by the participating jurisdiction. The presumption must be based upon a market analysis of the neighborhood in which the housing is located. The market analysis must include an evaluation of the location and characteristics of the housing and residents in the neighborhood (e.g., sale prices, age and amenities of the housing stock, incomes of residents, percentage of owner-occupants) in relation to housing and incomes in the housing market area. An analysis of the current and projected incomes of neighborhood residents for an average period of affordability for homebuyers in the neighborhood must support the conclusion that a reasonable range of low-income families will continue to qualify for mortgage financing. For example, an analysis shows that the housing is modestly priced within the housing market area and that families with incomes of 65% to 80% of area median can afford monthly payments under average FHA terms without other government assistance and housing will remain affordable at least during the next five to seven years compared to other housing in the market area; the size and amenities of the housing are modest and substantial rehabilitation will not significantly increase the market value; the neighborhood has housing that is not currently owned by the occupants, but the participating jurisdiction is encouraging homeownership in the neighborhood by providing homeownership assistance and by making improvements to the streets, sidewalks, and other public facilities and services. If a participating jurisdiction in preparing a neighborhood revitalization strategy under § 91.215(e)(2) of its consolidated plan or

Empowerment Zone or Enterprise Community application under 24 CFR part 597 has incorporated the type of market data described above, that submission may serve as the required analysis under this section. If the participating jurisdiction continues to provide homeownership assistance for housing in the neighborhood, it must periodically update the market analysis to verify the original presumption of continued affordability.

(ii) Recapture. Recapture provisions must ensure that the participating jurisdiction recoups all or a portion of the HOME assistance to the homebuyers, if the housing does not continue to be the principal residence of the family for the duration of the period of affordability. The participating jurisdiction may structure its recapture provisions based on its program design and market conditions. The period of affordability is based upon the total amount of HOME funds subject to recapture described in paragraph (a)(5)(ii)(A)(5) of this section. Recapture provisions may permit the subsequent homebuyer to assume the HOME assistance (subject to the HOME requirements for the remainder of the period of affordability) if the subsequent homebuyer is low-income, and no additional HOME assistance is provided.

(A) The following options for recapture requirements are acceptable to HUD. The participating jurisdiction may adopt, modify or develop its own recapture requirements for HUD approval. In establishing its recapture requirements, the participating jurisdiction is subject to the limitation that when the recapture requirement is triggered by a sale (voluntary or involuntary) of the housing unit, the amount recaptured cannot exceed the net proceeds, if any. The net proceeds are the sales price minus superior loan repayment (other than HOME funds) and any closing costs.

- (1) Recapture entire amount. The participating jurisdiction may recapture the entire amount of the HOME investment from the homeowner.
- (2) Reduction during affordability period. The participating jurisdiction may reduce the HOME investment amount to be recaptured on a prorata basis for the time the homeowner has owned and occupied the housing measured against the required affordability period.

- (3) Shared net proceeds. If the net proceeds are not sufficient to recapture the full HOME investment (or a reduced amount as provided for in paragraph (a)(5)(ii)(A)(2) of this section) plus enable the homeowner to recover the amount of the homeowner's downpayment and any capital improvement investment made by the owner since purchase, the participating jurisdiction may share the net proceeds. The net proceeds are the sales price minus loan repayment (other than HOME funds) and closing costs. The net proceeds may be divided proportionally as set forth in the following mathematical formulas:

$$\frac{\text{HOME Investment}}{\text{HOME Investment} + \text{Homeowner Investment}} \times \text{Equity} = \text{HOME Amount to be recaptured}$$

$$\frac{\text{Homeowner Investment}}{\text{HOME Investment} + \text{Homeowner Investment}} \times \text{Equity} = \text{Amount to homeowner}$$

- (4) Owner investment returned first. The participating jurisdiction may permit the homebuyer to recover the homebuyer's entire investment (downpayment and capital improvements made by the owner since purchase) before recapturing the HOME investment.
- (5) Amount subject to recapture. The HOME investment that is subject to recapture is based on the amount of HOME assistance that enabled the homebuyer to buy the dwelling unit. This includes any HOME assistance that reduced the purchase price from fair market value to an affordable price, but excludes the amount between the cost of producing the unit and the market value of the property (i.e., the development subsidy). The recaptured funds must be used to carry out HOME-eligible activities in accordance with the requirements of this part. If the HOME assistance is only used for the development subsidy and therefore not subject to recapture, the resale option must be used.
- (6) Special considerations for single-family properties with more than one unit. If the HOME funds are only used to assist a low-income homebuyer to acquire one unit in single-family housing containing more than one unit and the assisted unit will be the principal residence of the homebuyer, the affordability requirements of this section apply only to the assisted unit. If HOME funds are also used to assist the low-income homebuyer to acquire one or more of the rental units in the single-family housing, the affordability requirements of § 92.252 apply to assisted rental units, except that the participating jurisdiction may impose resale or recapture

restrictions on all assisted units (owner-occupied and rental units) in the single family housing. If resale restrictions are used, the affordability requirements on all assisted units continue for the period of affordability. If recapture restrictions are used, the affordability requirements on the assisted rental units may be terminated, at the discretion of the participating jurisdiction, upon recapture of the HOME investment. (If HOME funds are used to assist only the rental units in such a property then the requirements of § 92.252 would apply and the owner-occupied unit would not be subject to the income targeting or affordability provisions of § 92.254.)

- (7) Lease-purchase. HOME funds may be used to assist homebuyers through lease-purchase programs for existing housing and for housing to be constructed. The housing must be purchased by a homebuyer within 36 months of signing the lease-purchase agreement. The homebuyer must qualify as a low-income family at the time the lease-purchase agreement is signed. If HOME funds are used to acquire housing that will be resold to a homebuyer through a lease-purchase program, the HOME affordability requirements for rental housing in § 92.252 shall apply if the housing is not transferred to a homebuyer within forty-two months after project completion.
- (8) Contract to purchase. If HOME funds are used to assist a homebuyer who has entered into a contract to purchase housing to be constructed, the homebuyer must qualify as a low-income family at the time the contract is signed.
- (9) Preserving affordability of housing that was previously assisted with HOME funds.
 - (i) To preserve the affordability of HOME-assisted housing a participating jurisdiction may use additional HOME funds for the following costs:
 - (A) The cost to acquire the housing through a purchase option, right of first refusal, or other preemptive right before foreclosure, or at the foreclosure sale. (The foreclosure costs to acquire housing with a HOME loan in default are eligible. However, HOME funds may not be used to repay a loan made with HOME funds.)
 - (B) The cost to undertake any necessary rehabilitation for the housing acquired.

(C) The cost of owning/holding the housing pending resale to another homebuyer.

(D) The cost to assist another homebuyer in purchasing the housing.

(ii) When a participating jurisdiction uses HOME funds to preserve the affordability of such housing, the additional investment must be treated as an amendment to the original project. The housing must be sold to a new eligible homebuyer in accordance with the requirements of § 92.254(a) within a reasonable period of time.

(iii) The total amount of the original and additional HOME assistance may not exceed the maximum per unit subsidy amount established under § 92.250. Alternatively to charging the cost to the HOME program under § 92.206, the participating jurisdiction may charge the cost to the HOME program under § 92.207 as a reasonable administrative cost of its HOME program, so that the additional HOME funds for the housing are not subject to the maximum per-unit subsidy amount. To the extent administrative funds are used, they may be reimbursed, in whole or in part, when the housing is sold to a new eligible homebuyer.

(b) Rehabilitation not involving acquisition. Housing that is currently owned by a family qualifies as affordable housing only if:

(1) The estimated value of the property, after rehabilitation, does not exceed 95 percent of the median purchase price for the area, described in paragraph (a)(2)(iii) of this section; and

(2) The housing is the principal residence of an owner whose family qualifies as a low-income family at the time HOME funds are committed to the housing. In determining the income eligibility of the family, the participating jurisdiction must include the income of all persons living in the housing.

(c) Ownership interest. The ownership in the housing assisted under this section must meet the definition of “homeownership” in § 92.2, except that housing that is rehabilitated pursuant to paragraph (b) of this section may also include inherited property with multiple owners, life estates, living trusts and beneficiary deeds under the

following conditions. The participating jurisdiction has the right to establish the terms of assistance.

- (1) Inherited property. Inherited property with multiple owners: Housing for which title has been passed to several individuals by inheritance, but not all heirs reside in the housing, sharing ownership with other nonresident heirs. (The occupant of the housing has a divided ownership interest.) The participating jurisdiction may assist the owner-occupant if the occupant is low-income, occupies the housing as his or her principal residence, and pays all the costs associated with ownership and maintenance of the housing (e.g., mortgage, taxes, insurance, utilities).
- (2) Life estate. The person who has the life estate has the right to live in the housing for the remainder of his or her life and does not pay rent. The participating jurisdiction may assist the person holding the life estate if the person is low-income and occupies the housing as his or her principal residence.
- (3) Inter vivos trust, also known as a living trust. A living trust is created during the lifetime of a person. A living trust is created when the owner of property conveys his or her property to a trust for his or her own benefit or for that of a third party (the beneficiaries). The trust holds legal title and the beneficiary holds equitable title. The person may name him or herself as the beneficiary. The trustee is under a fiduciary responsibility to hold and manage the trust assets for the beneficiary. The participating jurisdiction may assist if all beneficiaries of the trust qualify as a low-income family and occupy the property as their principal residence (except that contingent beneficiaries, who receive no benefit from the trust nor have any control over the trust assets until the beneficiary is deceased, need not be low-income). The trust must be valid and enforceable and ensure that each beneficiary has the legal right to occupy the property for the remainder of his or her life.
- (4) Beneficiary deed. A beneficiary deed conveys an interest in real property, including any debt secured by a lien on real property, to a grantee beneficiary designated by the

owner and that expressly states that the deed is effective on the death of the owner. Upon the death of the owner, the grantee beneficiary receives ownership in the property, subject to all conveyances, assignments, contracts, mortgages, deeds of trust, liens, security pledges, and other encumbrances made by the owner or to which the owner was subject during the owner's lifetime. The participating jurisdiction may assist if the owner qualifies as low-income and the owner occupies the property as his or her principal residence.

(d) New construction without acquisition. Newly constructed housing that is built on property currently owned by a family which will occupy the housing upon completion, qualifies as affordable housing if it meets the requirements under paragraph (a) of this section.

(e) Providing homeownership assistance through lenders. Subject to the requirements of this paragraph (e), the participating jurisdiction may provide homeownership assistance through for-profit or nonprofit lending institutions that provide the first mortgage loan to a low-income family.

(1) The homeownership assistance may be provided only as specified in a written agreement between the participating jurisdiction and the lender. The written agreement must specify the forms and amounts of homeownership assistance that the participating jurisdiction authorizes the lender to provide to families and any conditions that apply to the provision of such homeownership assistance.

(2) Before the lender provides any homeownership assistance to a family, the participating jurisdiction must verify that the family is low-income and must inspect the housing for compliance with the property standards in § 92.251.

(3) No fees (e.g., origination fees or points) may be charged to a family for the HOME homeownership assistance provided pursuant to this paragraph (e), and the participating jurisdiction must determine that the fees and other amounts charged to the family by the lender for the first mortgage financing are reasonable.

Reasonable administrative costs may be charged to the HOME program as a project cost. If the participating jurisdiction requires lenders to pay a fee to participate in the HOME program, the fee is program income to the HOME program.

- (4) If the nonprofit lender is a subrecipient or contractor that is receiving HOME assistance to determine that the family is eligible for homeownership assistance, but the participating jurisdiction or another entity is making the assistance to the homebuyer (e.g., signing the documents for the loan or the grant), the requirements of paragraphs (e)(2) and (3) of this section are applicable.
- (f) Homebuyer program policies. The participating jurisdiction must have and follow written policies for:
 - (1) Underwriting standards for homeownership assistance that evaluate housing debt and overall debt of the family, the appropriateness of the amount of assistance, monthly expenses of the family, assets available to acquire the housing, and financial resources to sustain homeownership;
 - (2) Responsible lending, and
 - (3) Refinancing loans to which HOME loans are subordinated to ensure that the terms of the new loan are reasonable.

[61 FR 48750, Sept. 16, 1996, as amended at 67 FR 61756, Oct. 1, 2002; 68 FR 10161, Mar. 4, 2003; 69 FR 16766, Mar. 30, 2004; 69 FR 68052, Nov. 22, 2004; 72 FR 16685, Apr. 4, 2007; 78 FR 44674, July 24, 2013]

3. EXHIBIT 3 – SUBORDINATION POLICY

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3. EXHIBIT 3 – SUBORDINATION POLICY

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**CITY OF PALM BAY
HOUSING AND COMMUNITY DEVELOPMENT DIVISION
HOUSING PROGRAMS
SUBORDINATION POLICY**

1. The policy of the City is not to subordinate.
2. Requests for waiver of the policy must be in writing from the lending institution and submitted to:

Housing Administrator
City of Palm Bay
Housing & Community Development Division
120 Malabar Road SE
Palm Bay, Florida 32907
Telephone: (321) 726-5633
E-mail: HCDinfo@palmbayflorida.org

3. Requests for waiver of the policy shall be approved by the City Manager. Prior to consideration, the following documents and information shall be provided to the Housing & Community Development Division:
 - Proof of State License for Mortgage Lender
 - Authorization for Release of Information signed by the homeowner (signatures shall be verified)
 - Reason for the subordination request and any supporting documentation as may be required on a case-by-case basis
 - Good Faith Estimate from the Mortgage Lender
 - Complete terms and conditions of the first mortgage
 - Documentation that the property taxes and insurance payments are either included in the first mortgage or that the homeowner is responsible for such payments outside of the loan
 - Letter from the Mortgage Lender confirming that homeowner will not be taking out equity for any reason other than what is listed in Section 5.

Note: Consideration will not be given to any request for waiver of this Subordination Policy without the required information listed above. Additional information may be required.

4. It is the City's policy not to subordinate but for very few circumstances, such as proven hardship under specific conditions provided for within the City's state or federal housing grant programs and listed under Section 5. **Credit card debt is not a basis for waiver of the policy.** In the rare instance that the City agrees to subordinate, requests can take a minimum of 2 - 4 weeks for review. The City does not expedite subordination requests. All approved subordinations shall be recorded by the Brevard County Clerk of Courts and is at the expense of the homeowner with a copy provided to the City. The City subordinates and assumes second lien position

only behind the mortgage lender. No other lien position will be considered.

5. Requests for waiver will be considered on a case-by-case basis and only for the following circumstances:
 - Emergency needs arising out of natural disasters or declared emergency.
 - Rehabilitation or emergency repairs which eliminate a threat to the health or safety of the occupants or that eliminate an immediate or imminent danger to the dwelling itself eligible under the City's state and federal housing grant programs.
 - Refinancing to lower the interest rate on the first mortgage where the homeowner is not taking equity for any purpose and the City is simply reassuming its position for the continuation of the mortgage note.
6. Requests for waiver will not be considered under the following conditions:
 - The Loan to Value ratio exceeds 100%.
 - The Housing Debt to Income ratio exceeds 34%.
 - The Total Debt to Income ratio exceeds 42%.
 - The mortgage lender and applicant fail to provide all required documentation.
 - The home is in foreclosure.

4. EXHIBIT 4 – HOUSING MONITORING PROCEDURES

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HOME Housing Program Homebuyer Program Monitoring Plan and Policy

Standard Operating Procedure

This monitoring policy shall apply to all subrecipients who conduct homebuyer program activities with HOME funding.

All documents reviewed annually shall be printed and placed in a separate section of the file for each subrecipient awarded HOME funding to document the monitoring.

Pre-Monitoring Review

1. On an annual basis at the end of the first quarter of the calendar year, Housing Division shall conduct a pre-monitoring of all subrecipients to ensure the following:
 - Gather background information about the administration of the homebuyer program
 - Prepare for the onsite monitoring visit
 - Assess whether the subrecipient has the necessary policies and procedures in place to administer the homebuyer program in compliance with the HOME requirements.
2. Pre-monitoring is recommended when one or more of the following occurs:
 - A new subrecipient is administering the homebuyer program
 - Housing Division staff is reviewing the homebuyer program for the first time
 - The subrecipient poses a high risk.
3. Housing Division staff shall utilize the checklists in Exhibit “A.1” to “Exhibit A.12” of this plan and policy to facilitate the pre-monitoring review.
4. The pre-monitoring review address the following key program design and operational requirements:
 - Participation selection and marketing
 - Program design
 - Program administrator
 - Income definition
 - Maximum property value limit
 - Property type
 - Property standards
 - Loan and/or grant terms
 - Recapture provisions
 - Contractor listings

- Client complaint and dispute resolution
- 5. The following documentations are needed for a pre-monitoring review:
 - Copy of the HOME regulations found at 24 CFR Part 92
 - HOME income limits in effect for the year(s) under review
 - Desk review monitoring file and results of previous monitoring visit(s), if available
 - Written agreement with the subrecipient administering the homebuyer program
 - Policies and procedures for the homebuyer program
 - Application form and/or package on information for homebuyer applicants
 - Participation selection policy
 - Marketing procedures/plan and materials (e.g. advertisements and flyers)
 - Guidance on how to make income determinations

Project Monitoring Review

1. On an annual basis at the end of the first quarter of the calendar year, Housing Division shall conduct a project monitoring of all subrecipients to ensure the following:
 - Review individual project files for the homebuyer program
 - Determine whether the program administrator complies with the HOME requirements in the implementation of the program
2. The program administrator should have a project file (also known as a “case file”) for each homebuyer and/or developer that receives HOME assistance. Housing Division staff shall review a sufficient sample of project files to determine that the program administrator is complying with all applicable HOME requirements. Staff shall randomly select at least ten percent of the files, or a minimum of three project files if the program is small. In addition, staff shall select the files of any project that it has concerns may be at risk for noncompliance or performance difficulties.
3. When Housing Division staff uncovers instances of noncompliance in the project review, staff shall take steps to see that the noncompliance is corrected in each instance.
2. Housing Division staff shall utilize the checklists in Exhibit “B.1” to “Exhibit B.6” of this plan and policy to facilitate the project monitoring review for homebuyer programs. A separate checklist shall be completed for each project file reviewed.
3. The project monitoring review addresses the following key program design and operational requirements:

- Participant eligibility
 - Property eligibility
 - Recapture provisions
 - Eligible and reasonable costs
 - Onsite inspection
 - Contractor selection
 - Construction management
 - Long-term monitoring for occupancy
4. The following documentations are needed for a project monitoring review:
- Pre-monitoring review results, if available
 - Copy of the HOME regulations found at 24 CFR Part 92
 - HOME income limits in effect for the year(s) under review
 - Applicable property standards, if project will be inspected

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Exhibit A.1**Participant Selection and Marketing**

The HOME Program requires that homebuyer programs be administered in an equitable manner and the program must comply with fair housing requirements. Per 24 CFR 92.350.

The following documentations are needed to determine compliance:

- Participant selection policy
- Marketing procedures/plan
- Marketing advertisements and flyers
- Application form/package
- Brevard County HOME Consortium affirmative marketing plan

HUD Checklist Exhibit 7-0 Selected Excerpts	What to Analyze	Follow-up Needed at Site Visit
<p>1. Are there written informational materials about the program such as:</p> <ul style="list-style-type: none"> • Marketing materials for prospective applicants, including a program description. • Marketing/ informational materials for lenders and real estate agents, including a program description. • Informational materials regarding homebuyer responsibilities • Other? <p>If "yes" obtain copies. <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>Advertisements and marketing materials should:</p> <ul style="list-style-type: none"> • Use fair housing and affirmative marketing language and logos. • Be clearly written and understandable to clients. • Be available in other languages. • If there are five or more HOME-assisted units in project: • Marketing plan must specify how project will be marketed to the full range of potential clients, including those least likely to apply. • Affirmative marketing steps must be consistent with PJ's affirmative marketing policy. 	

<p>2. If applicable, has the program administrator provided the entity undertaking marketing with guidance conveying HOME requirements related to the application, screening, and selection of homebuyer participants?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>Participant selection policy should clearly explain:</p>	
	<ul style="list-style-type: none"> • What documentation the applicant must submit to demonstrate his/her qualifications • The income limits of the program • The specific criteria on which participant selection will be based. • That applicants that are not selected are notified in writing. 	
	<p>Selection criteria should be equitable. For instance:</p>	
	<ul style="list-style-type: none"> • First-come, first-served: Date and time must be stamped on each application upon receipt. 	
	<ul style="list-style-type: none"> • For lottery: File must contain list of applicants, date of lottery draw, and letters to accepted and rejected applicants indicating the outcome. 	
	<p>Selection criteria must:</p>	
	<ul style="list-style-type: none"> • State criteria (qualifications and preferences) 	
	<ul style="list-style-type: none"> • Prohibit conflict of interest or bias (discrimination or favoritism towards friends or relatives) 	
	<ul style="list-style-type: none"> • Be applied in a manner that is consistent with fair housing laws. 	
	<p>Monitors must verify that there is a system in place for written</p>	

	notification to ineligible applicants or those who could not be served due to lack of funds. Monitors may want to review a few files where applicants were denied assistance to ensure that these procedures are followed.	

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Exhibit A.2**Program Design**

The following documentations are needed to determine compliance:

- Consolidated Plan program description and annual action plan
- Program policies and procedures that explain how the program operates (such as policies related to recapture or counseling requirements for homebuyers, as applicable)
- Description of the Request for Proposals (RFP) process for owner, developer, and sponsor participation (for development activities)
-

HUD Checklist Exhibit 7-0 Selected Excerpts	What to Analyze	Follow-up Needed at Site Visit
3. Does the program have “significant” design features (e.g., a construction component, lease-purchase, affordability periods or recapture provisions that exceed HOME requirements? Obtain relevant program design documents (e.g., recapture provisions from annual action plan, program descriptions). <input type="checkbox"/> Yes <input type="checkbox"/> No	Policies and procedures should explain how the program operates, who is eligible to participate, and key program requirements. Written policies and procedures should be consistent with those adopted in the Consolidated Plan or annual action plan. Homebuyer programs must adopt the Brevard County HOME Consortium recapture provision in order to secure long-term affordability.	
4. What can HOME assistance be used for (check all that apply): <input type="checkbox"/> Downpayment/closing costs?		

<input type="checkbox"/> Reduction of first mortgage/ gap financing? <input type="checkbox"/> Other purchase assistance? <input type="checkbox"/> Construction?		
5. Does the subrecipient receive American Dream Downpayment Initiative (ADDI) funds? If yes, are the funds administered as part of its HOME homebuyer program or separately? Obtain any materials describing the ADDI program, if separate from HOME. <input type="checkbox"/> Yes <input type="checkbox"/> No	If ADDI funds are administered separately, learn about the program design of both the HOME and ADDI homebuyer programs and identify how the program requirements differ for the two programs.	

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Exhibit A.3**Program Administrator**

The HOME Program requires that the program administrator for homebuyer programs be monitored for HOME compliance. Per 24 CFR 92.2 and 24 CFR 92.504.

The following documentations are needed to determine compliance:

- Written agreement(s) between the City of Palm Bay and subrecipient, as applicable

HUD Checklist Exhibit 7-0 Selected Excerpts	What to Analyze	Follow-up Needed at Site Visit
<p>6. Does the program have “significant” design features (e.g., a construction component, lease- purchase, affordability periods or recapture provisions that exceed HOME requirements?</p> <p>Obtain relevant program design documents (e.g., recapture provisions from annual action plan, program descriptions).</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>Policies and procedures should explain how the program operates, who is eligible to participate, and key program requirements.</p> <p>Written policies and procedures should be consistent with those adopted in the Consolidated Plan or annual action plan.</p> <p>Homebuyer programs must adopt the Brevard County HOME Consortium recapture provision in order to secure long-term affordability.</p>	
<p>7. Does the program administrator work with owners, sponsors, or developers to construct and/or rehabilitate affordable homebuyer housing?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		

[Remainder of page left intentionally blank]

Exhibit A.4**Income Definition**

The HOME Program requires that all HOME funds benefit low-income households. A low-income household is defined as a household with an annual gross income at or below 80 percent of the area median income, as determined by HUD and adjusted for household size. Per 24 CFR 92.203.

In order to meet this requirement, the subrecipient must determine the income-eligibility of potential homebuyers prior to their receipt of HOME assistance. Income-eligibility is based on the anticipated annual gross income of all family members in the household using one of the following definitions:

- Part 5 (Section 8) definition of annual income
- Internal Revenue Service (IRS) definition of adjusted gross income from IRS Form 1040 Long Form
- U.S. Census Bureau Long Form definition of annual income

The following documentations are needed to determine compliance:

- Written agreement(s) between the City of Palm Bay and subrecipient, as applicable
- Policies and/or procedures related to determining income-eligibility of homebuyers
- Copies of the HUD income limits for the year(s) being monitored

HUD Checklist Exhibit 7-0 Selected Excerpts	What to Analyze	Follow-up Needed at Site Visit
8. What definition of income is being used for the homebuyer program? Obtain the HUD income limits for years being monitored from the HOME webpage. [24 CFR 92.203(b)] <input type="checkbox"/> Yes <input type="checkbox"/> No	The City of Palm Bay will instruct the subrecipient about which income definition must be used, which is specified in the written agreement.	
	The same definition of income must be used consistently for all applicants in the homebuyer program.	
	The subrecipient's policies	

	and procedures should require staff to use the City of Palm Bay- and Brevard County HOME Consortium-adopted definition of income when making income-eligibility determinations.	

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Exhibit A.5**Maximum Property Value Limit**

The HOME Program requires that the purchase price of a HOME-assisted property not exceed 95% of the median purchase price limits for the area. For rehabilitation activities, the after-rehabilitation value cannot exceed 95 percent of the median purchase price limits for the area. Per 24 CFR 92.254(a)(2)(iii)

The following documentation are needed to determine compliance:

- Policy that identifies what 95 percent of median purchase price limits are to be used
- Policies/procedures that identify the method the subrecipient uses to estimate the after-rehabilitation value of property
- Written agreement between the City of Palm Bay and subrecipient, if applicable

HUD Checklist Exhibit 7-0 Selected Excerpts	What to Analyze	Follow-up Needed at Site Visit
9. Does the subrecipient use the 95 of median purchase price limit? <input type="checkbox"/> Yes <input type="checkbox"/> No		
10. What is the 95% of area median purchase price applicable to the subrecipient's program for the time period being reviewed? Obtain the HUD-determined figure: \$ _____		
11. For rehabilitation programs, how does the program administrator determine the after-rehabilitation value of	These three methods of determining the after-rehabilitation value of the property are the only methods approved by HUD.	

<p>the property?</p> <p><input type="checkbox"/> Estimate of value</p> <p><input type="checkbox"/> Appraisal</p> <p><input type="checkbox"/> Tax assessment</p>	<ul style="list-style-type: none">• If using an estimate of value, it must be conducted by a qualified person for the PJ, State recipient, independent contractor, or subrecipient. Project files must contain the estimates of value and document the basis for the value estimates.• An appraisal can be prepared by a licensed fee appraiser or by a PJ's staff appraiser. Project files must document the appraised value and the appraisal approach used.• If using tax assessment, a comparable property located in the same neighborhood may be used to establish the after-rehabilitation value if the assessment is current and accurately reflects market value after- rehabilitation. Assessments based on a percentage of market value may be used, if adjusted to reflect actual market value.	<table><tr><td></td></tr><tr><td></td></tr><tr><td></td></tr><tr><td></td></tr><tr><td></td></tr><tr><td></td></tr><tr><td></td></tr><tr><td></td></tr><tr><td></td></tr><tr><td></td></tr><tr><td></td></tr><tr><td></td></tr><tr><td></td></tr><tr><td></td></tr><tr><td></td></tr><tr><td></td></tr><tr><td></td></tr><tr><td></td></tr><tr><td></td></tr><tr><td></td></tr></table>																				
<p>12.Does the program administrator have procedures in place to ensure that the sales price or after-rehabilitation value of a property does not exceed 95% of area median purchase</p>	<p>The program administrator must have procedures in place that ensure that it determines that the proposed sales price or after-rehabilitation value is equal to or less than the HUD limits prior to committing any HOME</p>	<table><tr><td></td></tr><tr><td></td></tr><tr><td></td></tr><tr><td></td></tr><tr><td></td></tr><tr><td></td></tr></table>																				

price? <input type="checkbox"/> Yes <input type="checkbox"/> No	funds.	
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Exhibit A.6**Property Type**

The HOME Program funds can be used to rehabilitate a wide variety of single-family structures, with one to four units. Ownership interest must be in fee simple title or 99-year leasehold interest, or as cooperative or mutual housing if State law recognizes these as forms of homeownership. Per 24 CFR 92.254(a)(1) and 24 CFR 92.52 (definition of homeownership).

The following documentation are needed to determine compliance:

- Program policies/procedures and/or application materials that outline the eligible property types for the program

HUD Checklist Exhibit 7-0 Selected Excerpts	What to Analyze	Follow-up Needed at Site Visit
13.What property types are permitted in the program application materials and policy/procedures: <input type="checkbox"/> Traditional single-family housing (one to four units) <input type="checkbox"/> Condominium unit <input type="checkbox"/> Cooperative unit <input type="checkbox"/> Unit in a mutual housing project <input type="checkbox"/> Manufactured home, including a mobile home	The listed property types are all HOME-eligible.	
14.Does the subrecipient have policies and procedures in place to ensure that only eligible property types are assisted? <input type="checkbox"/> Yes <input type="checkbox"/> No	The City of Palm Bay will notify the subrecipient in writing of the eligible property types, specifically in the written agreement. The subrecipient must have procedures in place to verify the eligibility of	

	the property (type and form of ownership) prior to committing HOME funds to the project.	
	The subrecipient can verify the eligible property type with a site visit or inspection, photo, or homebuyer certification.	
15. Does the subrecipient have policies and procedures in place to ensure that the ownership interest is eligible? <input type="checkbox"/> Yes <input type="checkbox"/> No	The subrecipient should verify ownership interest with a deed and title search.	

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Exhibit A.7**Property Standards**

HOME-funded properties must meet certain minimum property standards. Per 24 CFR 92.251(a)(1).

The following documentation are needed to determine compliance:

- Policies/procedures that identify the local code or national code used for the homebuyer program
- Written agreement between the City of Palm Bay and subrecipient
- Written rehabilitation standards, if applicable

HUD Checklist Exhibit 7-0 Selected Excerpts	What to Analyze	Follow-up Needed at Site Visit
16.If the homebuyer program provides down payment assistance only (i.e., no construction or rehabilitation is involved), what property standards apply? Obtain copy if monitoring property condition. [24 CFR 92.251(a)] <hr/>	<p>The written agreement between the City of Palm Bay and subrecipient will communicate what property standards apply, either: (1) State or local codes, or (2) absent State or local codes, the Federal Housing Quality Standards (HQS), apply to the project.</p> <p>The subrecipient's procedures should reflect use of the requisite codes and standards.</p> <p>The subrecipient's policies and procedures must ensure that properties are inspected for compliance with applicable codes <i>prior</i> to making a funding commitment to a particular property.</p>	
17.If the homebuyer	The written agreement	

<p>program has a construction component, what property standards apply? Obtain copy if monitoring construction work. [24 CFR 92.251(a)]</p> <hr/>	<p>between the City of Palm Bay and subrecipient will communicate what property standards apply:</p> <ul style="list-style-type: none"> • Either (1) State or local codes, or (2) International Code Council (ICC) • For new construction, the International Energy Conservation Code (IECC) • For rehabilitation, the City of Palm Bay's written rehabilitation standard. <p>The subrecipient's procedures should reflect use of the applicable codes and standards.</p> <p>The subrecipient's policies and procedures must ensure that work write-ups or plans and specifications are reviewed for compliance with applicable codes and standards prior to construction start.</p>	<div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div>
<p>18.If the homebuyer program has a construction component, what property standards apply? Obtain copy if monitoring construction work. [24 CFR 92.251(a)]</p> <hr/>	<p>The written agreement between the City of Palm Bay and the subrecipient will communicate what property standards apply:</p> <ul style="list-style-type: none"> • Either (1) State or local codes, or (2) International Code Council (ICC) • For new construction, the International Energy Conservation Code (IECC) • For rehabilitation, the City of Palm Bay's 	<div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div>

	<p>written rehabilitation standard.</p> <p>The subrecipient's procedures should reflect use of the applicable codes and standards.</p> <p>The subrecipient's policies and procedures must ensure that work write-ups or plans and specifications are reviewed for compliance with applicable codes and standards prior to construction start.</p>	
<p>19. If the homebuyer program involves rehabilitation, does the PJ have written rehabilitation standards, as required by HOME regulations? Obtain copy if monitoring rehabilitation projects. [24 CFR 92.251(a)(1)] <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>The written agreement between the City of Palm Bay and the subrecipient will communicate its standard. The subrecipient's procedures should reflect use of the requisite rehabilitation standards.</p> <p>The subrecipient's policies and procedures must ensure that work write-ups or plans and specifications are reviewed for compliance with the rehabilitation standard prior to rehabilitation start.</p>	

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Exhibit A.8**Loan and/or Grant Terms**

The HOME Program uses the recapture guidelines for the Brevard County HOME Consortium (included in the City of Palm Bay's HOME Policies and Procedures). Per 24 CFR 92.205(b).

The following documentation are needed to determine compliance:

- Policies/procedures that identify the form of assistance to homebuyers
- Documentation of HUD approval of the Consolidated Plan
- Written agreement between the City of Palm Bay, if applicable
- Sample written agreements between the City of Palm Bay and homebuyer

HUD Checklist Exhibit 7-0 Selected Excerpts	What to Analyze	Follow-up Needed at Site Visit
20. Was the form of assistance provided in accordance with the recapture guidelines for the Brevard County HOME Consortium? <input type="checkbox"/> Yes <input type="checkbox"/> No	This is the only form of assistance allowed by the City of Palm Bay and Brevard County HOME Consortium.	
21. What are the procedures for determining the amount and terms of assistance provided? (These may be located in a policies/procedures manual, desk policies/procedures, or underwriting standards).	If the amount of assistance is based on project underwriting and varies from homebuyer to homebuyer, the subrecipient should have written underwriting guidelines that are followed for all projects to ensure consistency.	
22. Does the program administrator loan the funds to homebuyers?		

<input type="checkbox"/> Yes <input type="checkbox"/> No		
23. If funds are loaned, what are the loan terms or, if loan terms vary project-by-project, how are the loan terms determined? _____		

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Exhibit A.9**Recapture Provisions**

The HOME Program uses the recapture guidelines for the Brevard County HOME Consortium (included in the City of Palm Bay's HOME Policies and Procedures). Per 24 CFR 92.254.

The following documentation are needed to determine compliance:

- Consolidated Plan or annual action plan with description of recapture guidelines adopted by the City of Palm Bay and Brevard County HOME Consortium
- Policies/procedures that describe the recapture provisions
- Written agreement between the City of Palm Bay and subrecipient
- Sample written agreement between the City of Palm Bay and homebuyer

HUD Checklist Exhibit 7-0 Selected Excerpts	What to Analyze	Follow-up Needed at Site Visit
24. Are the terms of the loans, including recapture provisions, described in information provided to, and written agreements executed by, homebuyers? Obtain a copy of the written agreement and any written agreement guidance provided to homebuyers. <input type="checkbox"/> Yes <input type="checkbox"/> No	Program materials should clearly state the terms of the HOME assistance. Written agreement with developer and/or homebuyer must clearly state the terms of HOME assistance. Program materials should describe the resale or recapture provisions in user- friendly language. Written agreement must clearly describe the resale or recapture provisions.	
25. Does the subrecipient use the recapture guidelines for the Brevard County HOME Consortium? <input type="checkbox"/> Yes <input type="checkbox"/> No		

Exhibit A.10**Contractor Listing**

Construction contractors working under HOME-funded homebuyer programs may be selected by any of the following entities, depending upon the program design: a subrecipient, owner/developer/sponsor, the homebuyer, or the City of Palm Bay. Depending on who hires the contractor, different procurement rules apply. Per 24 CFR 92.505, 24 CFR 92.350 and 24 CFR 85.36.

The following documentation are needed to determine compliance:

- Policies/procedures (and/or written agreement) that explain how contractors are chosen
- Policies/procedures that outline how contractors qualify for a pre-qualified list, if applicable
- List of participating contractors and documentation of qualifications

HUD Checklist Exhibit 7-0 Selected Excerpts	What to Analyze	Follow-up Needed at Site Visit
26. Who selects the contractor? <input type="checkbox"/> City of Palm Bay <input type="checkbox"/> Subrecipient <input type="checkbox"/> Owner/ developer/ sponsor <input type="checkbox"/> Homebuyer	If the City of Palm Bay or subrecipient selects the contractor, then the selection process must comply with Federal procurement rules regarding competitive bidding. Policies should reflect these requirements: <ul style="list-style-type: none">• Must issue public invitation for bids• Must make efforts to solicit more than one bid• Must retain list of who was solicited• Must retain copies and dates of advertising• Must use clear and consistent criteria to review bids• Must adopt written guidelines for processing and reviewing bids	
27. Is there a written procurement process? <input type="checkbox"/> Yes <input type="checkbox"/> No		

	<ul style="list-style-type: none"> • Must provide written notice to contractors that are not selected and cite reason(s). <p>If homebuyer or owner/ developer/ sponsor selects contractor, competitive bidding procedures are not required.</p> <p>Policies should state:</p> <ul style="list-style-type: none"> • That the selected bid must be reviewed by the program administrator for cost reasonableness prior to commitment of funds • What criteria will be used to review for cost reasonableness. <p>Regardless of who selects the contractor, the subrecipient must verify that the contractor is eligible to work on federally-funded projects (i.e., is not on the excluded parties list).</p>	<div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div>
<p>28. Does the subrecipient maintain a list of qualified contractors?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>If the subrecipient maintains a list of qualified contractors, the subrecipient should have:</p> <ul style="list-style-type: none"> • Fair and open process to identify potential contractors (such as Request for Qualifications) • Specific criteria to select what contractors are on the list • Ongoing opportunities for new contractors to be added to the list. 	<div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div>

Exhibit A.11**Client Complaints and Dispute Resolution**

The HOME Program requires complaint/conflict resolution policies and procedures in case of disputes between parties involved in homebuyer projects. The subrecipient shall have policies and procedures in place that establish what happens when a contractor does not demonstrate satisfactory performance and meet contractual obligations.

The following documentation are needed to determine compliance:

- Log of complaints received by the subrecipient, if any
- Complaint/conflict resolution policies and procedures
- Documentation that any complaints were handled in accordance with such policies/procedures

HUD Checklist Exhibit 7-0 Selected Excerpts	What to Analyze	Follow-up Needed at Site Visit
29.Has the subrecipient received an unusually high number of complaints regarding the City of Palm Bay's homebuyer program during the past 12-24 months? <input type="checkbox"/> Yes <input type="checkbox"/> No		
30.Does the PJ or program administrator have policies and procedures for resolving disputes between contractors and homebuyers? <input type="checkbox"/> Yes <input type="checkbox"/> No	Complaint procedures and policies should: <ul style="list-style-type: none"> • Define who is responsible for referring disputes, how notifications will be handled, and who will monitor through to resolution • Advise staff to monitor relations between the various parties, and to intervene early in disagreements to 	

	<p>provide for informal resolution</p> <ul style="list-style-type: none"> • Codify that when disputes cannot be handled informally by staff, they should be resolved in a manner that is prompt and includes an equitable investigation and resolution. 	
<p>31. Does program administrator have policies and procedures for taking action against poor performing contractors?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>Policies and/or procedures should:</p> <ul style="list-style-type: none"> • Define poor performance and determine the process by which poor performance will be identified and communicated to involved parties • Identify who will determine whether, and when, to take disciplinary action • Identify actions that would be cause for referral to the PJ or HUD for suspension or debarment. 	

[Remainder of page left intentionally blank]

Exhibit A.12**Summary of Pre-Monitoring Review**

Staff use the completed checklists from Exhibits A.1 to A.11 to complete the following chart to summarize the pre-monitoring results. The written documentation that should have been examined includes the following: written agreement between the City of Palm Bay and subrecipient; written agreement with homebuyer, and program policies and procedures.

	No Apparent Problems with written documentation	Follow-Up Needed
1. Participant selection and marketing		
2. Program design		
3. Program administrator		
4. Income definition		
5. Maximum property value limit		
6. Property type		
7. Property standards		
8. Loan and/or grant terms		
9. Resale and recapture provisions		
10. Contractor listings		
11. Client complaints and dispute resolution		

[Remainder of page left intentionally blank]

Exhibit B.1**Participant Eligibility**

The HOME Program requirements related to participant eligibility describe who is eligible to receive homebuyer assistance. Participant eligibility covers the following topics:

- Income-eligibility
- Occupancy
- Ownership
- Written agreement with the homebuyer

Income-eligibility

Income-eligibility refers to the requirement that every homebuyer that is assisted with HOME funds must be low-income. A low-income household has an annual gross income that is at or below 80 percent of the area median income. Per 24 CFR 92.203(b), 24 CFR 92.203(a)(2), 24 CFR 92.254(b) and 24 CFR 92.508(a)(3)(v).

The following documentations are needed to determine compliance:

- Policies/procedures that specify which definition of income should be used for the homebuyer program (collected during the pre-monitoring review)
- Source documentation of income for all household members – pay stubs, bank statements, and documents from third parties (e.g., Social Security Administration, verification of employment)
- Worksheet or form that shows how the household's income was determined, and compares it to the HUD income limit for the applicable household size

HUD Checklist 7-5 Selected Excerpts	Identified Problems
1. Was the applicable definition of income used (e.g., the definition selected for this homebuyer program)? <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> City of Palm Bay's and Brevard County HOME Consortium's definition of income not used to make income-eligibility determination
2. Did the program administrator correctly apply income inclusions and exclusions for the chosen income definition and was the calculation performed correctly? [24 CFR 92.203(b)] <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Household size not verified through application and personal interview <input type="checkbox"/> All applicable income not "counted" per the definition in use <input type="checkbox"/> Income "counted" that should have been

	<p>excluded</p> <ul style="list-style-type: none"> <input type="checkbox"/> Household's income not based on anticipated income (expected in the next twelve months) <input type="checkbox"/> Household's income did not include income for all family members <input type="checkbox"/> Documentation for household's income determination was not in file or was insufficient
<p>3. Was household income supported with source documentation? [24 CFR 92.203(a)(2)]</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Reported income not verified with source documentation <input type="checkbox"/> No or insufficient source documentation
<p>4. Was the household's annual income less than or equal to 80% of the area median income? [24 CFR 92.254(b)]</p>	<ul style="list-style-type: none"> <input type="checkbox"/> No worksheet comparing HUD income limits in effect at the time of application to the household's determined income <input type="checkbox"/> Wrong income limits used (e.g., wrong year) <input type="checkbox"/> Household was over-income, but program administrator provided HOME funds
<p>5. Was the household's income determined not more than 6 months before the HOME funds were committed to this homebuyer? [24 CFR 92.203(d)(2)]</p> <p>Or, for lease-purchase, not more than 6 months before the lease-purchase agreement was signed? [24 CFR 92.254(a) (7)]</p> <p>Or, for housing that will be constructed, not more than 6 months before the contract was signed?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Homebuyer income-eligibility not determined prior to providing HOME assistance <input type="checkbox"/> HOME assistance was not provided within six months of the income-eligibility determination

Occupancy

The two key requirements related to occupancy are as follows:

- The homebuyer must occupy the home as its principal residence; properties used as second homes or temporary residences cannot be assisted

Housing Division staff shall follow the recommended practice of monitoring for principal residence during the period of affordability. Per 24 CFR 92.254(b) and 24 CFR 92.508(a)(3)(xi).

The following documentations are needed to determine compliance:

- Self-certification (signed) from participant or alternative documentation of first-time homebuyer status
- Written agreement with the homebuyer
- Self-certification (signed) from participant stating that the HOME-assisted unit will be the homebuyer's principal residence

HUD Checklist 7-5 Selected Excerpts	Identified Problems
<p>6.If the household is assisted with ADDI funds, does the household meet the first-time homebuyer definition in 24 CFR 92.2? [24 CFR 92.602(a)(1)]</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not applicable</p>	<p><input type="checkbox"/> Homebuyer did not meet one of these three criteria for a first-time homebuyer:</p> <ul style="list-style-type: none"> ○ Ownership. Applicant has not owned a home in the last three years. ○ Displaced homemaker. Applicant (adult) has not worked full-time or for a full-year in the labor force for a number of years, but has, during such years, worked primarily without remuneration to care for the home or family, is unemployed or underemployed, and is experiencing difficulty in obtaining or upgrading employment. ○ Single Parent. Applicant is a single parent, which means unmarried or legally separated

	<p>from a spouse who has one or more minor children of whom the individual has custody or joint custody or is pregnant.</p> <p><input type="checkbox"/> No or insufficient documentation to show that first-time homebuyer status was verified.</p>
<p>7. Does the written agreement with the homebuyer specify that the buyer must use the property as a principal residence throughout the period of affordability? [24 CFR 92.254(a)(3) and 24 CFR 92.504(c)(95)(i)]</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p><input type="checkbox"/> Written agreement with homebuyer does not include principal residency requirement</p> <p><input type="checkbox"/> Written agreement between the City of Palm Bay and subrecipient or contractor does not specify that it is the funded entity's obligation to convey principal residence requirement to homebuyer</p>
<p>8. Was the written agreement executed by the City of Palm Bay and the homebuyer project before the project was funded in IDIS? (Compare the dated signatures on the written agreement to the Initial Funding Date on the View Activity Screen in IDIS) [24 CFR 92.502(b)]</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p><input type="checkbox"/> Project was funded prior to execution of a written agreement</p>
<p>9. Does the written agreement specify remedies or actions the City of Palm Bay must take if the principal residence requirement is not met for the affordability period? [24 CFR 92.254(a)(5) and 24 CFR 92.254(c)(5)(i)]</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>The written agreement does not (check all that apply):</p> <p><input type="checkbox"/> Specify that the City of Palm Bay shall monitor principal residency throughout the affordability period</p> <p><input type="checkbox"/> Include any terms of enforcement for the City of Palm Bay, in the event that the principal residency is not met</p>
<p>10. Based upon a review of the project file, is the documentation being maintained sufficient to demonstrate compliance with the following HOME requirements? Principal Residence? [24 CFR 92.254(a)(93)]</p>	<p><input type="checkbox"/> No evidence that principal residency is periodically verified</p> <p><input type="checkbox"/> Insufficient documentation for principal residence verification</p>

☐ Yes ☐ No
Ownership

A homeowner must have one of the following forms of ownership in the HOME-assisted property: Per 24 CFR 92.254(c) and 24 CFR 92.508(a)(3)(xi).

- Fee simple title
- 99-year leasehold
- Condominium, cooperative or other form with HUD approval

The following documentations are needed to determine compliance:

- Fee simple title, deed, or other documentation of ownership
- Long-term lease

HUD Checklist 7-5 Selected Excerpts	Identified Problems
11. Check the form of ownership: <input type="checkbox"/> Fee simple title <input type="checkbox"/> A 99-year leasehold interest <input type="checkbox"/> Ownership or membership in a cooperative or mutual housing project (where this is an ownership interest under State law) <input type="checkbox"/> Another form of ownership approved by HUD Specify: _____ Does file contain HUD approval letter? <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Applicant's ownership interest is not free and clear <input type="checkbox"/> Unable to determine ownership interest because no title report in file
12. Was the form of ownership eligible under the HOME program (i.e., fee simple title; 99-year lease; 50-year lease on Indian lands; condominium or cooperative; or other equivalent form of homeownership approved by HUD? [24 CFR 92.2 and 92.254(c)] <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> No verification of form of ownership <input type="checkbox"/> Homebuyer has a form of ownership that is not acceptable

Written Agreement with Homebuyer

Pursuant to the written agreement between the City of Palm Bay and the entity that administers its HOME program activities in whole or part (before disbursing HOME funds), must execute a written agreement with the developer and/or homebuyer prior to disbursing HOME funds. Per 24 CFR 92.504(c)(5), 24 CFR 92.504(b)(5), and 24 CFR 92.508(a)(3)(ii).

The following documentations are needed to determine compliance:

- All written agreements that convey HOME funds and requirements, including the following, as applicable:
 - Written agreement between program administrator and developer
 - Written agreement between the City of Palm Bay and homebuyer
- Documentation of IDIS initial draw down

HUD Checklist 7-5 Selected Excerpts	Identified Problems
<p>13. Based upon a review of the project file, is the documentation being maintained sufficient to demonstrate compliance with the following HOME requirements: Written agreement? [24 CFR 92.504]</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p><input type="checkbox"/> No written agreement between each entity that conveys funds to another entity, such as:</p> <ul style="list-style-type: none"> • Between PJ and developer • Between PJ and homebuyer • Between developer and homebuyer <p><input type="checkbox"/> Between PJ, developer, and homebuyer</p>
<p>14. Does the written agreement with the homebuyer include all of the following required provisions [specified at 24 CFR 92.254(c)(5)(i)]?</p> <p><input type="checkbox"/> The estimated value of the property</p> <p><input type="checkbox"/> Requirement that principal residence must be maintained throughout the period of affordability</p> <p><input type="checkbox"/> Recapture provision</p> <p><input type="checkbox"/> Amount and form of HOME assistance</p> <p><input type="checkbox"/> Use of funds</p> <p><input type="checkbox"/> Time by which housing must be acquired</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p><input type="checkbox"/> Missing provisions: _____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p>15. Has the City of Palm Bay retained the legal right to enforce the written agreement with the homebuyer?</p>	<p><input type="checkbox"/> The City of Palm Bay does not have the means to enforce the agreement with the homebuyer directly</p>

<input type="checkbox"/> Yes <input type="checkbox"/> No	
<p>16. Does the written agreement with the owner, developer, or sponsor include all of the following required provisions [specified at 24 CFR 92.254(c)(3)]?</p> <p><input type="checkbox"/> Use of funds</p> <p><input type="checkbox"/> Affordability</p> <p><input type="checkbox"/> Project requirements (under Subpart F)</p> <p><input type="checkbox"/> Property standards (24 CFR 92.251)</p> <p><input type="checkbox"/> Other program requirements (e.g., affirmative marketing, lead-based paint, etc.)</p> <p><input type="checkbox"/> Records and reports</p> <p><input type="checkbox"/> Requests for disbursement of funds</p> <p><input type="checkbox"/> Enforcement</p> <p><input type="checkbox"/> CHDO requirements (24 CFR 92.300 and 92.301, as applicable)</p> <p><input type="checkbox"/> Duration of the agreement.</p>	<p><input type="checkbox"/> Missing provisions: _____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p>17. Was the written agreement executed before HOME funds were disbursed? (Compare the initial draw down date with the written agreement date.)</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p><input type="checkbox"/> Agreement executed after the initial drawdown date</p>
<p>18. Was the written agreement properly executed?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p><input type="checkbox"/> Agreement not signed by authorized personnel of both parties</p>
<p>19. Is the written agreement in effect for the applicable affordability period?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p><input type="checkbox"/> Affordability period not specified in the agreement</p> <p><input type="checkbox"/> Affordability period is specified, but written agreement expires prior to its completion</p>

NOTES on Participant Eligibility

[Remainder of page left intentionally blank]

Exhibit B.2

Property Eligibility

The HOME Program requirements that pertain to eligibility of the property or site selection include the following:

- Property types
- Minimum and maximum HOME investment
- Maximum property value
- Environmental review
- Uniform Relocation Act and Section 104(d) requirements

Property Types

The types of property that are eligible for homebuyer housing under the HOME Program include the following: Per 24 CFR 92.254(a)

- Single family properties of one to four units
- Manufactured or mobile homes
- Condominiums
- Cooperative unit or units in a mutual housing project (if State law recognizes these as forms of homeownership)

HOME rental requirements apply if HOME funds are used to assist the rental units in a structure of two to four units, including HOME provisions regarding tenant occupancy, initial rent levels, and long-term affordability.

The following documentations are needed to determine compliance:

- Inspection report, tax assessment, photo, or other document that provides identification of property type
- Map, inspection report, or tax information that indicates location of property

HUD Checklist 7-5 Selected Excerpts	Identified Problems
20. Check property type (eligible types): <ul style="list-style-type: none"> <input type="checkbox"/> Single family property of one to four units <input type="checkbox"/> Manufactured or mobile homes <input type="checkbox"/> Condominium <input type="checkbox"/> A cooperative unit or unit in a mutual housing project (if State law recognizes these as forms of homeownership) 	<input type="checkbox"/> No evidence of property type in the file

21. Does the file list the property as a single-family home (1-4 units)? [24 CFR 92.254(a)(1)] <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Property assisted is not eligible property type <input type="checkbox"/> No verification of property type (inspection report, photo, or tax assessment information)
22. Was the property within the City of Palm Bay's boundaries? <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Property not within the City of Palm Bay boundaries <input type="checkbox"/> No documentation that property is within City of Palm Bay boundaries

Maximum and Minimum HOME Investment

The HOME Program imposes a maximum and minimum investment amounts, as follows: Per 24 CFR 92.205(c) and 24 CFR 92.250

- The minimum amount of HOME funds that can be invested in a project is \$1,000 per unit
- The maximum per unit subsidy amount is based on the Brevard County HOME Consortium Section 221(d)(3) program limits for the metropolitan area in effect at time of funding commitment.

The total HOME investment includes direct assistance to the buyer (down payment, closing costs and/or mortgage assistance) as well as funds used for construction and/or acquisition and rehabilitation.

The following documentations are needed to determine compliance:

- Written agreement between the City of Palm Bay and homebuyer or developer
- Worksheet or form that compares the HOME subsidy amount and the applicable Section 221(d)(3) limit

HUD Checklist 7-5 Selected Excerpts	Identified Problems
23. Did the HOME investment total at least \$1,000 per HOME-assisted unit? [24 CFR 92.205(c)] <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> HOME assistance is less than \$1,000 per unit <input type="checkbox"/> No worksheet that shows how the HOME per unit subsidy was calculated <input type="checkbox"/> Per unit subsidy calculated incorrectly; however, the minimum investment is \$1,000 or more
24. Was the amount of HOME investment no greater than the maximum per unit subsidy limit	<input type="checkbox"/> Assistance in the project is greater than the maximum 221(d)(3) limit <input type="checkbox"/> No worksheet or form that shows that

established by HUD? [24 CFR 92.250(a)] 12. Yes <input type="checkbox"/> No	the HOME subsidy was within the 221(d)(3) limits <input type="checkbox"/> Wrong subsidy limit used (e.g., wrong year) <input type="checkbox"/> Per unit subsidy calculated incorrectly; however, the project meets the per unit subsidy limit requirement
25.If ADDI funds were used in the project, was the ADDI investment less than the greater of either: a) \$10,000; or b) 6% of the sales price of the property? [24 CFR 92.602(e)] <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not applicable	<input type="checkbox"/> Assistance in project is greater than both \$10,000 and 6% of the sales prices of the property

Maximum Property Value

For acquisition or new construction activities, the purchase price of a HOME-assisted property cannot exceed 95 percent of the median purchase price limits for the area. For rehabilitation activities, the after-rehabilitation value cannot exceed 95 percent of the median purchase price limits for the area. Per 24 CFR 92.254(a)(2)

The following documentations are needed to determine compliance:

- 95 percent of area median income purchase price for the area, for the year project was funded
- For acquisition or new construction projects: Sales contract and/or settlement statement
- For projects involving rehabilitation: Appraisal, tax assessment, or in-house estimate by qualified staff documenting after-rehabilitation value

HUD Checklist 7-5 Selected Excerpts	Identified Problems
26.What does the program administrator use to represent the 95% of median purchase price limit? <input type="checkbox"/> FHA 203(b) limit in effect in February 2008 <input type="checkbox"/> HUD/HOME-determined 95% of median purchase price limit from <i>Value Limits Spreadsheet</i> <input type="checkbox"/> PJ-determined limit <input type="checkbox"/> None of the above	<input type="checkbox"/> Program administrator not using a HUD-approved limit

27. Applicable limit in effect at time of property value or sales price determination: [24 CFR 92.254(a)(2)(iii)] _____	
28. Was the sales price or, if applicable, the after-rehabilitation property value less than 95% of the median single family purchase price? [HOME: 24 CFR 92.254(a)(2)] <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Sales price or after-rehabilitation value greater than the sales price/property value limit <input type="checkbox"/> No or insufficient documentation of sales price or after-rehabilitation value <input type="checkbox"/> Wrong limits used to determine 95% of median purchase price for the area (e.g., wrong year) <input type="checkbox"/> No worksheet/form to show comparison of sales price/ after-rehabilitation value to the applicable limit; however, the property's sales price/value met the limit
29. For projects involving rehabilitation, was the after-rehabilitation value of the property determined using appropriate methods (e.g., appraisal, tax assessments or assessments by qualified staff)? [HOME: 24 CFR 92.254(a) (2)] <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> After-rehabilitation value established with a method that is not HUD-approved <input type="checkbox"/> No evidence that program administrator established the after-rehabilitation value prior to making the HOME investment <input type="checkbox"/> Documentation of value is insufficient

Note: The following documentation is required to substantiate the determination of value:

- ☐ For an in-house estimate of value, project files must contain the estimate of value and a justification for the value estimates.
- ☐ For an appraised value, the appraisal must be prepared by a licensed fee appraiser or by a PJ's staff appraiser; the appraisal must include the statement of value and the appraisal approach used.

For value based on the tax assessment, the file must contain documentation of an assessment for a comparable property located in the same neighborhood. The assessment must be current and must accurately reflect market value after rehabilitation. Assessments based on a percentage of market value may be used, if adjusted to reflect actual market value.

Environmental Review

HOME-funded activities are subject to the environment review requirements at 24 CFR Part 58. This review is required before making any action-limiting decisions, to assess the environmental impact of a proposed project. Per 24 CFR 58 and 24 CFR 92.352.

The following documentations are needed to determine compliance:

- Environmental Review Record (ERR)

HUD Checklist 7-5 Selected Excerpts	Identified Problems
30.Does the project file include: Environmental review (if applicable)? [24 CFR 92.352] <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> No environmental review record on file

Uniform Relocation Act and Section 104(d) Requirements

The Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA) applies to HOME-funded projects. The URA requires that the seller in a voluntary, for-sale transaction funded with HOME monies be provided a *Guideform Notice – Disclosures to Seller with Voluntary, Arm's Length Purchase Offer*.

Tenants living in for-sale housing that may be purchased with HOME funds are covered by the Uniform Relocation Act (URA) and may also be covered by the relocation requirements of Section 104(d) of the Housing and Community Development Act of 1974, as amended. Both laws require certain notices be provided to tenants along with relocation assistance. Per 49 CFR Part 24 and 24 CFR 92.353.

The following documentations are needed to determine compliance:

- Guideform Notice - *Disclosures to Seller with Voluntary, Arm's Length Purchase Offer*
- General Information Notice
- Other relocations notices, as applicable

HUD Checklist 7-5 Selected Excerpts	Identified Problems
31.Does the project file include: Relocation notice to seller (if applicable)? [24 CFR 92.353]	<input type="checkbox"/> No documentation of required relocation notice to the seller

<input type="checkbox"/> Yes <input type="checkbox"/> No	
32. Does the project file include: Relocation notice to tenant (if applicable)? [24 CFR 92.353] <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> No documentation of required relocation notice to the seller

NOTES on Property Eligibility

[Remainder of page left intentionally blank]

Exhibit B.3**Recapture Provisions**

HOME requires that the City of Palm Bay ensure long-term affordability in homebuyer housing. The City of Palm Bay, as part of the Brevard County HOME Consortium, has chosen the method of recapture. This method allows the City to recapture HOME funds to create affordability in another unit. In the event of transfer of property during the affordability period, the City of Palm shall recapture the HOME investment. These recaptured funds must then be used for HOME-eligible housing. Recapture provisions in the written agreement between the City of Palm Bay and the homebuyer specify the amount of HOME funds that are subject to recapture. Per 24 CFR 92.254 and 24 CFR 92.504.

The following documentations are needed to determine compliance:

- City of Palm Bay's Consolidated Plan and/or annual action plan
- Written agreement between the City of Palm Bay and the subrecipient, as applicable
- Written agreement with the homebuyer
- Note or mortgage
- Worksheet or form that shows how the affordability period was determined
- Worksheet or form that show how the direct assistance to the buyer and recapture amounts were determined
- If property was transferred during affordability period, documentation that recapture provisions were followed, including the receipt of recaptured funds in the City's HOME account and information entered into IDIS

HUD Checklist 7-5 Selected Excerpts	Identified Problems
33.Does the written agreement with the homeowner include required recapture provisions? [24 CFR 92.504(c)(5)] <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Agreement does not specify recapture provision <input type="checkbox"/> Guidance on recapture provision in the written agreement is insufficient
34.Is the recapture provision applied to the project consistent with the approved recapture provision in the City of Palm Bay's annual action plan for the year in which the assistance was provided? [24 CFR 92.254(a)(5)(i)]	<input type="checkbox"/> Recapture provisions not described in written agreement <input type="checkbox"/> Recapture provisions in use differ from those described in annual action plan

<input type="checkbox"/> Yes <input type="checkbox"/> No	
35.Does the recapture provision comply with the Brevard County recapture provisions approved by HUD? [24 CFR 92.254(a)(5)(i)] <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> No recapture provision
36.Are the recapture provisions conveyed and enforced through a note and mortgage? <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> No note and mortgage
37.Was the correct period of affordability established for the project, based upon the total amount of HOME assistance to the homebuyer? [24 CFR 92.254(a)(4)] <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> No documentation to show how the period of affordability was determined <input type="checkbox"/> Period of affordability period not specified in written agreement <input type="checkbox"/> Period of affordability not determined correctly <input type="checkbox"/> Affordability period is correct; however, there is no worksheet or other documentation to show how the affordability period was determined

NOTES on Recapture Provisions

[Remainder of page left intentionally blank]

Exhibit B.3**Eligible and Reasonable Costs**

When HOME funds are used for development activities, they can be used to pay acquisition or rehabilitation of income-eligible housing, and related eligible hard and soft costs. In addition, HOME funds can be used for new construction costs. Per 24 CFR 92.206.

- Eligible Homebuyer Project Costs
- Cost Reasonableness and Subsidy Layering
- Forms of Assistance

Eligible Homebuyer Project Costs

Hard Costs	Soft Costs	Relocation Costs
<ul style="list-style-type: none"> • Acquisition of land and existing structures • Site preparation or improvement, including demolition • Securing buildings • Construction materials and labor 	<ul style="list-style-type: none"> • Financing fees • Credit reports • Title binders and insurance • Surety fees • Recordation fees, transactions taxes • Legal and accounting fees, including cost certification • Appraisals • Architectural/engineering fees, including specifications and job progress inspections • Environmental investigations • Builders' or developers' fees • Affirmative marketing and marketing costs attributable to a specific HOME-assisted project • Homebuyer counseling provided to purchasers of HOME-assisted housing • Management fees 	<ul style="list-style-type: none"> • Replacement housing, moving costs, and out-of-pocket expenses • Advisory services • Staff and overhead related to relocation assistance and services

	<ul style="list-style-type: none"> Project costs incurred by the City that are directly related to a specific project 	
--	--	--

The following documentations are needed to determine compliance:

- Owner, developer, or sponsor application for funding, including any development budgets
- HUD or other settlement statement that shows all costs
- Project budget, cost estimates, work write-ups, draw requests, or written agreement that specifies anticipated costs
- IDIS Activity Set-up sheet and draw record
- Cost allocation worksheet, if applicable

HUD Checklist 7-5 Selected Excerpts	Identified Problems
38.Does the project file include: Relocation notice to seller (if applicable)? [24 CFR 92.353] <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> No documentation of required relocation notice to the seller
39.Does the project file include: Relocation notice to tenant (if applicable)? [24 CFR 92.353] <input type="checkbox"/> Yes <input type="checkbox"/> No	40. No documentation of required relocation notice to the tenant

Cost Reasonableness and Subsidy Layering

All costs paid with HOME funds must be reasonable and customary, in accordance with 2 CFR Part 200. Additionally, when HOME funds are combined in a project with other public funds, the City must conduct a subsidy layering review to ensure that there are not any more HOME funds than necessary to provide affordable housing. Per 24 CFR 92.505(a) and 24 CFR 92.505(b)

The following documentations are needed to determine compliance:

- HUD or other settlement statement
- Work write-up and draw requests
- Subsidy layering policies/procedures
- Worksheet or form to show the subsidy layering analysis

HUD Checklist 7-5 Selected Excerpts	Identified Problems
<p>41. Was the amount of assistance provided to the homebuyer reasonable (i.e. based upon a review of individual financial circumstances)? [2 CFR Part 200]</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p><input type="checkbox"/> No worksheet or other documentation that identifies costs</p> <p><input type="checkbox"/> No worksheet to show determination that only the amount of HOME funds necessary to make a unit affordable are provided</p>
<p>42. If unit was rehabilitated or newly constructed, do the costs appear to be reasonable)? [2 CFR Part 200]</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p><input type="checkbox"/> No in-house cost estimate prepared</p> <p><input type="checkbox"/> No evidence that bids were compared to the in-house costs estimate and determined to be within a reasonable range</p> <p><input type="checkbox"/> Bid accepted was more than 10% higher than the in-house cost estimate, and the files did not contain an adequate justification</p>
<p>43. If more than one source of public funds (Federal, State, and local) was provided, did the City perform a subsidy layering review to ensure that excessive subsidy was not provided? [24 CFR 92.250(b)]</p>	<p><input type="checkbox"/> No documentation of a subsidy layering review</p> <p><input type="checkbox"/> Subsidy layering review was not conducted in a manner consistent with the City's subsidy layering policy</p> <p><input type="checkbox"/> Subsidy layering review reflected that the project did not need the amount of HOME funds provided to the project</p>

Forms of Assistance

HOME funds may be provided in a variety of forms, including:

- Grants
- Deferred-payment loans
- Non-interest-bearing loans
- Interest-bearing loans
- Interest subsidies
- Loan guarantees

Per 24 CFR 92.205(b)

The following documentations are needed to determine compliance:

- Written agreement and, if applicable, loan or grant documents
- Annual action plan that specifies other forms of assistance, if applicable, and evidence of HUD approval

HUD Checklist 7-5 Selected Excerpts	Identified Problems
44. Was the subsidy provided in an eligible form of investment (i.e. equity investments, interest bearing or non-interest-bearing loans or advances, grants or loan guarantees)? [24 CFR 92.205(b)(1)] <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Ineligible forms of assistance provided
45. If the subsidy was provided in a form not listed above, was that form approved by HUD? [24 CFR 92.205(b)(1)] <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> "Other" form of assistance not in annual action plan or not approved by HUD

NOTES on Property Eligibility

[Remainder of page left intentionally blank]

Exhibit B.4**Property Standards**

The program administrator must have a system in place to ensure that HOME property-related requirements are met, including:

- Property Standards
- Work write-ups
- Inspections
- Lead-based paint requirements
- Onsite inspections for rehabilitation or construction quality

Property Standards

Properties that are acquired, rehabilitated, or newly constructed with HOME funds must meet certain property standards. Properties that are rehabilitated or newly constructed must meet the following:

- State and local codes
- City's written rehabilitation standards, for rehabilitation only
- International Energy Conservation Code, for new construction only
- Accessibility requirements of 24 CFR Part 8 (also known as "Section 504") and 24 CFR 100.205 (Fair Housing Act accessibility standards)

Properties that are acquired without construction or rehabilitation must meet the following:

- Applicable State and local housing quality standards and codes, or, in their absence, the Housing Quality Standards (HQS) in 24 CFR 982.401

Manufactured housing must meet the following:

- Manufactured Home Construction and Safety Standards established in 24 CFR Part 3280
- State or local laws or codes, or in their absence, the manufactured housing unit must be installed in accordance with the manufacture's written instructions.

Per 24 92.251

The following documentations are needed to determine compliance:

- Inspection forms
- Work write-ups and/or project plans and specifications
- Program policies and procedures that describe: 1) The applicable City property standards and codes for acquisition, new construction, rehabilitation; 2) The written rehabilitation standard (for rehabilitation); and 3) The standards for health and safety violations.
- Written agreement with homebuyer, if homebuyer conducts rehabilitation work on property

HUD Checklist 7-5 Selected Excerpts	Identified Problems
<p>46. If direct homebuyer assistance was provided (no construction), did the property meet applicable property standards at time of transfer to the homebuyer? [24 CFR 92.251(a)(2)]</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p>	<p><input type="checkbox"/> No inspection report or other evidence that the property was inspected for compliance with applicable codes and standards (or HQS) prior to transfer to the homebuyer</p> <p><input type="checkbox"/> Applicable standard not met</p> <p><input type="checkbox"/> Property inspected for compliance with the wrong codes and standards</p>
<p>47. If the project involved rehabilitation, was the work performed in accordance with the City's written rehabilitation standards? [24 CFR 92.251(a)(1)]</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p>	<p><input type="checkbox"/> City's written rehabilitation standard not met</p> <p><input type="checkbox"/> No work write-ups or specifications</p> <p><input type="checkbox"/> No evidence that work write-up/specifications were reviewed and approved for compliance with the City's written rehabilitation standard</p>
<p>48. If only direct homebuyer assistance was provided and the homebuyer was to perform necessary rehabilitation: Was the property free of health and safety violations before occupancy? [24 CFR 92.612(b)]</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p>	<p><input type="checkbox"/> Property failed health and safety inspection but was transferred to the homebuyer</p> <p><input type="checkbox"/> No inspection form to show that property was free of health and safety violations prior to transfer to the homebuyer</p> <p><input type="checkbox"/> Property was not free of health and safety violations within six months of transfer</p>
<p>49. If the project involved rehabilitation, was the work performed in accordance with the City of Palm Bay's written rehabilitation standards? [24 CFR 92.251(a)(1)]</p>	<p><input type="checkbox"/> City of Palm Bay's written rehabilitation standard not met</p> <p><input type="checkbox"/> No work write-ups or specifications</p> <p><input type="checkbox"/> No evidence that work write-up/specifications were reviewed and approved for compliance with the City of</p>

	Palm Bay's written rehabilitation standard <input type="checkbox"/> No inspection to verify that completed work complies with the City of Palm Bay's written rehabilitation standard
50. If only direct homebuyer assistance was provided and the homebuyer was to perform necessary rehabilitation: Was the property free of health and safety violations before occupancy? [24 CFR 92.251(b)(3)] <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Property failed health and safety inspection but was transferred to the homebuyer <input type="checkbox"/> No inspection form to show that property was free of health and safety violations prior to transfer to the homebuyer <input type="checkbox"/> Property was not free of health and safety violations within six months of transfer
51. If only direct homebuyer assistance was provided and the homebuyer was to perform necessary rehabilitation: Does the agreement require completion of rehabilitation within 24 months? [24 CFR 92.612(b)] <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> No agreement with the homebuyer <input type="checkbox"/> No deadline for work to be completed in agreement with the homebuyer
52. If only direct homebuyer assistance was provided and the homebuyer was to perform necessary rehabilitation: Was the required rehabilitation work completed within 24 months? [24 CFR 92.251(b)(3)] <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Property rehabilitation not completed within 24 months <input type="checkbox"/> No inspection report to show the property complies with applicable standards upon completion, and within 24 months of transfer
53. If the homebuyer project involved rehabilitation or new construction, did the unit meet the applicable property standards upon completion? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Property did not meet the applicable codes and standards upon completion <input type="checkbox"/> No work write-ups or specifications <input type="checkbox"/> No review and approval of work write-ups and specifications to show compliance with applicable codes and standards <input type="checkbox"/> No inspection forms to show that completed work complied with applicable codes and standards upon completion

Work Write-Ups

The program administrator must develop a work write-up or cost estimate for each project. The work write-up/cost estimate should include the following:

- Detailed description of work to be performed and of construction items necessary to: (1) bring a unit up to code (rehabilitation), or (2) build to specifications (new construction).

- Specifications of the type of repairs, their location and scope, the method and quality of materials to be used, and special requirements.
- Accurate cost estimates that can be used to evaluate bids from contractors and determine whether the bids are reasonable.

The following documentations are needed to determine compliance:

- Work write-up/cost estimate
- Initial inspection report
- Written rehabilitation standards

HUD Checklist 7-5 Selected Excerpts	Identified Problems
54. If the project involved rehabilitation [and/or new construction], does the project file include the following: Work write-up/cost estimate? [24 CFR 92.205(a) and 24 CFR 85.36(f)] <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> No work write-up or cost estimate
55. If the project involved rehabilitation [and/or new construction], does the work write-up include all the work noted on the initial inspection report? <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> No work write-up or an initial inspection report <input type="checkbox"/> Work write-up or cost estimate does not include all the work noted on the initial inspection report
56. If the project involved rehabilitation, does the work write-up reflect the City of Palm Bay's written rehabilitation standards? [24 CFR 92.251(a)(1)] <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> No work write-up or cost estimate <input type="checkbox"/> Work write-up or cost estimate does not reflect the City of Palm Bay's written rehabilitation standard
57. If the project involved rehabilitation, was the work write-up written with enough detail to enable a contractor to provide a reliable bid? [24 CFR 92.505(a), 24 CFR 85.36(c)(3)(i) and 24 CFR 85.36(d)(2)(i)(A)] <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Work write-up or cost estimate not sufficiently detailed to enable a contractor to provide a reliable bid. Evidence of this deficiency in the work write-up includes: <ul style="list-style-type: none"> <input type="checkbox"/> Too many change orders on the project <input type="checkbox"/> Submitted bids varied widely, with more than 10% variance from the City of Palm Bay's cost estimate <input type="checkbox"/> Other (Specify: _____)

Inspections

For acquisition only projects, there should be at least one inspection form that demonstrates that the unit meets the City of Palm Bay's written property standards. However, if the inspection identifies items that need to be addressed, there should be a follow-up inspection that confirms the work was completed and the unit meets the property standards. For projects that involve construction (rehabilitation or new construction), the following three types of inspections are required:

- **Initial inspection** to identify conditions within the unit that do not meet applicable property standards or codes and must be addressed in rehabilitation.
- **Payment/Progress inspection** to verify that work requested for payment is completed according to the City of Palm Bay's property standards. It is recommended that 10% percent of the payment amount is retained with each progress payment until all work is completed and all contract close-out documentation has been received.
- **Final inspection** to verify that all work specified in the write-up and/or construction contract is performed properly and that the applicable property standards and codes are met. If an inspection reveals additional work is required, a detailed list of the remaining work (a "punch list") must be prepared. The City of Palm Bay shall conduct a final re-inspection to verify that punch list items are completed. Where building code inspections are required, the building code inspectors' reports or other documentation from the City of Palm Bay indicating that the work meets codes/standards should also be included in the project file.

Per 24 CFR 92.205(a) and 24 CFR 85.36

The following documentations are needed to determine compliance:

- Initial inspection report
- Progress inspection report(s)
- Final inspection report
- Work write-up and/or construction contract with final approved bid

HUD Checklist 7-5 Selected Excerpts	Identified Problems
58. If the project involved rehabilitation, does the project file include the following: Documentation of initial inspection? [24 CFR 92.205(a) and 24 CFR 85.36(f)] <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> No initial inspection report <input type="checkbox"/> Unsatisfactory initial inspection report – fails to identify work that must be done to bring unit up to applicable property standards and codes

<p>59. If the project involved rehabilitation (or new construction), does the project file include the following: documentation of progress inspections? [24 CFR 92.250(a) and 24 CFR 85.36(f)]</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p>	<p><input type="checkbox"/> No progress inspection report(s) that corresponds to each payment</p> <p><input type="checkbox"/> No retainage held (recommended)</p> <p><input type="checkbox"/> Unsatisfactory progress inspection report(s) – unable to verify that billed work complies with applicable codes and standards</p>
<p>60. If the project involved rehabilitation (or new construction), does the final inspection confirm that all contracted work was completed? [24 CFR 92.205(a) and 24 CFR 85.36(b)(2)]</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p>	<p><input type="checkbox"/> No final inspection report</p> <p><input type="checkbox"/> Unsatisfactory final inspection report(s) – unable to verify that all contracted work was completed satisfactorily</p> <p><input type="checkbox"/> No evidence of a re-inspection to verify completion of punch list</p> <p><input type="checkbox"/> Punch list items not completed and final payment was made to contractor</p>
<p>61. If the project involved rehabilitation (or new construction), does the final inspection confirm that the property met all applicable property standards at completion? [24 CFR 92.251(a)]</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p>	<p><input type="checkbox"/> No final inspection report</p> <p><input type="checkbox"/> Unsatisfactory final inspection report(s) – fails to confirm that work was completed up to the City of Palm Bay’s property codes and standards</p>
<p>62. Were inspections conducted by trained inspection staff that is familiar with applicable codes and property standards?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p><input type="checkbox"/> Unqualified staff conducted inspections</p>

Lead-based Paint Requirements

The “level of assistance” dictates the required type of lead hazard evaluation and reduction in homes constructed pre-1978, as follows:

- **Level of Assistance under \$5,000.** Documentation of a paint test of disturbed surfaces, notice of lead hazard evaluation, evidence of paint repaired by qualified workers who followed safe work practices, clearance, and notice of lead hazard reduction activities before re-occupancy.
- **Level of Assistance between \$5,000-\$25,000.** Documentation of a risk assessment or an inspection that presumed there was lead-based paint in the home, notice of lead hazard evaluation or presumption, evidence of interim controls or standard treatments by qualified workers who followed safe work practices, clearance, and notice of lead hazard reduction activities before re-occupancy.

- **Level of Assistance over \$25,000.** before re-occupancy. Documentation of a risk assessment or an inspection that presumed there was lead-based paint in the home, notice of lead hazard evaluation or presumption, evidence of abatement activities by qualified workers who followed abatement practices, clearance, and notice of lead hazard reduction activities before re-occupancy.

The level of assistance number is determined by calculating the lesser of the Federal funds per unit or the rehabilitation hard costs per unit (exclusive of the lead hazard evaluation and reduction costs).

If lead hazard reductions activities occurred, a clearance test must be conducted and the unit must pass clearance.

Per 24 CFR 92.35 and 24 CFR Part 35

The following documentations are needed to determine compliance:

- Guideform Notice – *Disclosures to Seller with Voluntary, Arm's Length Purchase Offer*
- Signed *Lead-based Paint Pamphlet* and/or lead-based paint notice
- Risk assessment, if applicable
- Evidence of contractor qualifications
- Clearance test, if applicable
- Documentation that *Notice of Lead Hazard Reduction Activities* has been provided if applicable
- Abatement report, if applicable

HUD Checklist 7-5 Selected Excerpts	Identified Problems
63.If the project was constructed before 1978, did the program administrator comply with lead safe housing requirements at 24 CFR Part 35? (Complete <i>Lead Hazards Monitoring Guidance for Rehabilitation</i> HUD Checklist, Exhibit 24-1 to answer this question? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
64. Does the project file include: Lead-based paint notice (if pre-1978 property)? [24 CFR 92.508(a)(3)(iv)] of the following items are required: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> No documentation that notices were provided

Onsite Inspections for Rehabilitation and Construction Quality

Properties are required to be rehabilitated up to the applicable codes and standards.
Per 24 CFR 92.251.

The following documentations are needed to determine compliance:

- Homebuyer satisfaction survey
- Inspection forms that evidence that the unit meets the City of Palm Bay's property and written rehabilitation standards

HUD Checklist 7-5 Selected Excerpts	Identified Problems
65. If the project has been selected for an onsite inspection to examine the quality of the rehabilitation [and/or new construction work], the monitor or inspector should perform a walk-through of the property with the initial inspection, the work write-up and the final inspection report.	
66. Based upon observable conditions, have the deficiencies identified in the initial inspection report been corrected? [24 CFR 92.251] <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> No deficiencies corrected <input type="checkbox"/> Some, but not all, deficiencies corrected <input type="checkbox"/> Deficiencies corrected, but new deficiencies noted
67. If the homeowner was interviewed, is he/she satisfied with the rehabilitation? <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Homeowner is dissatisfied <input type="checkbox"/> Homeowner identified new problems/concerns
68. Is the property free of all obvious property standard violations? [24 CFR 92.251(a)(1)] <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Obvious property violations or hazards <input type="checkbox"/> Specify: _____

NOTES on Property Eligibility

Exhibit B.5**Contractor Selection**

HOME-funded construction work should be performed by qualified contractors at a reasonable cost. The contractor that carries out HOME-funded rehabilitation work may be selected either by the homeowner, the City of Palm Bay, or a subrecipient. There are specific rules about contractor selection eligibility and how contractors are selected, depending on who selects them. Per 24 CFR 92.505(a) and 24 CFR 85.36.

The following documentations are needed to determine compliance:

- Evidence that the contractor is not on the Federal excluded parties list at time of project commitment
- Bidding policies and procedures
- Documentation that selected contractor(s) has met eligibility requirements of the City of Palm Bay
- Documentation that the contractor selection process, including copies of bids collected and reviewed and worksheets/notes of bid review
- Worksheet or notes showing that costs were determined to be reasonable and eligible

HUD Checklist 7-5 Selected Excerpts	Identified Problems
69. Does the project file include verification of contractor eligibility, e.g. that awards were not made to any party excluded, disqualified or otherwise ineligible (i.e. suspension, debarment or limited denial of participation) for Federal procurement or nonprocurement programs? [24 CFR 92.350(a)] <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> No documentation that excluded parties list was checked <input type="checkbox"/> Excluded parties list checked after issuance/approval of contract <input type="checkbox"/> Contractor is excluded but selected anyway
70. Was rationale for the selection of the contractor documented? [24 CFR 92.505(a) and 24 CFR 85.36(c)(9)] <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> No justification of contractor selection <input type="checkbox"/> Winning and rejected bids not in file
71. If the City selected the contractor, was a competitive bid process used? [24 CFR 85.36 (c) and (d)] <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> No documentation of the contractor selection process <input type="checkbox"/> Competitive bidding not used

72. If the homeowner solicited bids, was more than one bid solicited? <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> No documentation of other bids retained <input type="checkbox"/> Only one bid solicited
73. Was the accepted bid within 10% of the program administrator's cost estimate? <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> No or insufficient justification for selecting a bid far above or below cost estimate <input type="checkbox"/> No cost estimate done <input type="checkbox"/> No comparison of the bid amount to the cost estimate
74. Does the file contain evidence the program administrator verified the quality of work, references, licenses, and insurance coverage of the selected contractor? <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> No evidence that contractor qualifications were reviewed <input type="checkbox"/> Review of contractor qualification was cursory and insufficient <input type="checkbox"/> Insufficient justification for contractor selection

NOTES on Contractor Selection

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Exhibit B.6**Construction Management**

The program administrator shall monitor and document the construction process to ensure that the following construction management requirements are met:

- Pre-construction conference
- Construction contract
- Progress inspections
- Appropriate approvals
- Change orders
- Lien releases and warranty information

Pre-construction Conference

The pre-construction conference is a recommended step to see that the owner and the contractor have shared expectations about the work to be completed and the rehabilitation process. It should be conducted onsite with the owner and the contractor before the execution of any construction contract. Per 24 CFR 92.505(a) and 24 CFR 85.36(b)(2).

The following documentation is needed to determine compliance:

- Pre-construction attendance sheets and notes/minutes

HUD Checklist 7-5 Selected Excerpts	Identified Problems
75. Was a pre-construction conference conducted and documented in the file? [24 CFR 92.505(a) and 24 CFR 85.36(b)(2)] <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> No pre-construction conference held <input type="checkbox"/> No minutes/notes from conference

Construction Contract

Prior to the start of construction, the owner and contractor must execute a rehabilitation contract and the program administrator should subsequently issue a notice to proceed. Per 24 CFR 92.505(a), 24 CFR 92.508(a)(3)(ii) and 24 CFR 85.20(b)(6).

The following documentations are needed to determine compliance:

- Construction contract
- Notice to proceed

HUD Checklist 7-5 Selected Excerpts	Identified Problems
76. Did the homebuyer and contractor execute a construction or rehabilitation contract? [24 CFR 92.505(a) and 24 CFR 85.20(b)(6)] <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> No contract in file <input type="checkbox"/> Contract not properly executed
77. Did the program administrator issue a notice to proceed prior to construction start? <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> No notice to proceed issued <input type="checkbox"/> No evidence of review that project is ready to go prior to issuance of notice to proceed <input type="checkbox"/> Notice of proceed was issued before construction or rehabilitation contract was executed and before project was ready-to-go

Progress Inspections

Progress inspections document that the work being done adheres to the rehabilitation contract and all applicable codes and standards prior to contractor payment. Per 24 CFR 92.505(a) and 24 CFR 85.36(b)(2).

The following documentation is needed to determine compliance:

- Progress/payment inspection reports (log or notes)

HUD Checklist 7-5 Selected Excerpts	Identified Problems
78. Were progress inspections of the project performed prior to approving the contractor's request for payment? [24 CFR 92.505(a) and 24 CFR 85.36(b)(2)] <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Inspections not conducted prior to payment <input type="checkbox"/> Approval of payments not signed by all involved parties (contractor, City of Palm Bay, and/or developer and homebuyer)

<p>79. Were inspection reports on file for these project milestones?</p> <ul style="list-style-type: none"> <input type="checkbox"/> Payment requests <input type="checkbox"/> Change orders <input type="checkbox"/> Client complaints <input type="checkbox"/> Indications of project delays <input type="checkbox"/> Critical milestones in the rehabilitation/construction process (e.g. before drywall covers the electrical, plumbing, framing rough-in; or before concrete covers the foundation trench and reinforcing bar) 	<ul style="list-style-type: none"> <input type="checkbox"/> No inspection reports on file <input type="checkbox"/> Insufficient number of inspection reports <input type="checkbox"/> Inspection reports missing for these areas: _____
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Appropriate Approvals

Prior to the final payment to the contractor and the release of liens, the homeowner should agree that the work was completely satisfactorily.

The following documentation is needed to determine compliance:

- Documentation of homeowner approval (signature) on final payment request/draw or similar documentation

HUD Checklist 7-5 Selected Excerpts	Identified Problems
<p>80. Did the owner approve final payment to the contractor?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p><input type="checkbox"/> Final payment was made, but owner did not sign final payment request</p>

Change Orders

Any change in the scope of work or budget for a project must be documented and approved by the City of Palm Bay or program administrator as a change order before the work is initiated. Per 24 CFR 92.505(a), 24 CFR 92.508(a)(3)(ii), 24 CFR 85.20(b)(6) and 24 CFR 85.36(f)(1).

The following documentation are needed to determine compliance:

- Change orders with backup documentation
- Documentation that costs were reviewed for eligibility and reasonableness

HUD Checklist 7-5 Selected Excerpts	Identified Problems
<p>81. Did the program administrator and the applicable parties review and approve change orders for any changes in the scope of work? [24 CFR 92.505(a), 24 CFR 85.20(b)(6) and 24 CFR 85.36(f)(1)]</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p><input type="checkbox"/> No change order on file for each change in scope of work that occurred</p> <p><input type="checkbox"/> Insufficient backup documentation or justification for change orders</p> <p><input type="checkbox"/> Revised scope of work does not meet applicable codes</p> <p><input type="checkbox"/> Program administrator did not approve change order(s) prior to work being done</p>
<p>82. Is there a change order on file for any work that was: (1) Completed but not in the original contract, or (2) Paid for (to the contractor) above the original contract amount?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not applicable</p>	<p><input type="checkbox"/> Contractor paid more than the original amount, but no change orders or justification on file</p> <p><input type="checkbox"/> No change order for work elements completed by contractor that were not in original contract</p>

Lien Releases and Warranty Information

A release of liens signed by all parties must be executed upon completion of the rehabilitation work. The contractor should provide all warranties or affidavits to the homeowner. Per 24 CFR 92.505(a) and 24 CFR 85.36(b)(2).

The following documentation are needed to determine compliance:

- Lien release form signed by the City of Palm Bay and/or homeowner
- Warranty information and documentation that it was provided to the homeowner (e.g., signature on form indicating receipt)

HUD Checklist 7-5 Selected Excerpts	Identified Problems
83. Does the file contain: final lien release? [24 CFR 92.505(a) and 24 CFR 85.36(b)(2)] <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> No release of liens <input type="checkbox"/> Release of liens not signed by City of Palm Bay and owner/homebuyer
84. Does the project file contain: Contractor warranty or equipment warranties? [24 CFR 92.505(a) and 24 CFR 85.36(b)(2)] 85. Yes <input type="checkbox"/> No	<input type="checkbox"/> No documentation about the contractor warranty and/or equipment warranties <input type="checkbox"/> Warranties not provided to the homebuyer

NOTES on Construction Management

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Summary of Project Monitoring**Homebuyer Programs**

Staff use the completed checklists from Exhibits B.1 to B.6 to complete the following chart to summarize the monitoring results.

	No Apparent Problems	Problems Identified	Follow-Up Needed
A. Participant eligibility			
1. Income-eligibility			
2. Occupancy			
3. Ownership			
4. Written agreement with homeowner			
B. Property eligibility			
1. Property types			
2. Minimum and maximum HOME investment per unit			
3. Maximum property value			
4. Environmental review			
5. Uniform Relocation Act requirements			
C. Recapture Provisions			
D. Eligible and reasonable costs			
1. Eligible HOME costs			

2. Cost Reasonableness and subsidy layering			
4. Form of assistance			
E. Property and rehabilitation standards			
1. Property standards			
2. Work write-ups			
3. Inspections			
4. Lead-based paint requirements			
5. Onsite Inspections for Rehabilitation Quality			
F. Contractor Selection			
G. Construction management			
1. Pre-construction conference			
2. Construction contract			
3. Progress inspections			
4. Appropriate approvals			
5. Change orders			

6. Lien releases and warranty information			
H. Long-term Monitoring for Occupancy			

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HOME Housing Programs Monitoring Policy

Standard Operating Procedure

This monitoring policy shall apply to all households assisted with HOME funding.

All documents reviewed annually shall be printed and placed in a separate monitoring file for each household assisted with HOME funding to document the monitoring.

1. On an annual basis at the end of the first quarter of the calendar year, Housing Division shall conduct monitoring of all HOME assisted households to ensure continued compliance with the program.
2. Each household assisted with HOME funding shall have their own individual file maintained for monitoring purposes.
3. Each HOME file shall include all documentation relating to the household's application, program agreements and all required monitoring documentation.
4. Annually, at the start of the calendar year, Housing staff shall send a form letter to each HOME-assisted household requesting the following information:
 - a. Proof of homeowner's insurance with the City of Palm Bay listed as additional insured.
 - b. Proof of property taxes paid.
 - c. Two (2) proofs of primary residency, such as water bill, cable bill, etc.
 - d. Proof of Homestead Exemption filing.
5. Annually, by May 1, the Housing Division shall review all HOME files for compliance to confirm receipt of the requested documentation and shall also confirm that the HOME-assisted households remain free and clear of any additional liens subsequent to the HOME mortgage lien.
6. Any HOME-assisted household found to be in non-compliance shall be documented and reported to the Housing Administrator.
7. The Housing Administrator shall review all files that are deemed to be non-compliant and bring such files to the attention of the Community and Economic Development Director and the assigned representative of the City Attorney's Office.
8. The City Attorney's Office shall provide guidance to the Housing Administrator on how to proceed and properly document such within the client file.

SHIP Housing Programs Monitoring Policy

Standard Operating Procedure

This monitoring policy shall apply to all households assisted with SHIP funding.

All documents reviewed annually shall be printed and placed in a separate monitoring file for each household assisted with SHIP funding to document the monitoring.

1. On an annual basis at the end of the first quarter of the calendar year, Housing Division shall conduct monitoring of all SHIP assisted households to ensure continued compliance with the program.
2. Each household assisted with SHIP funding shall have their own individual file maintained for monitoring purposes.
3. Each SHIP file shall include all documentation relating to the household's application, program agreements and all required monitoring documentation.
4. Annually, at the start of the calendar year, Housing staff shall send a form letter to each SHIP-assisted household requesting the following information:
 - a. Proof of homeowner's insurance with the City of Palm Bay listed as additional insured.
 - b. Proof of property taxes paid and current pr Exemption for disability.
 - c. Two (2) proofs of primary residency, such as water bill, cable bill, etc.
 - d. Proof of Homestead Exemption filing.
5. Annually, by May 1, the Housing Division shall review all SHIP files for compliance to confirm receipt of the requested documentation and shall also confirm that the SHIP-assisted households remain free and clear of any additional liens subsequent to the SHIP mortgage lien.
6. Any SHIP-assisted household found to be in non-compliance shall be documented and reported to the Housing Administrator.
7. The Housing Administrator shall review all files that are deemed to be non-compliant and bring such files to the attention of the Community and Economic Development Director and the assigned representative of the City Attorney's Office.
8. The City Attorney's Office shall provide guidance to the Housing Administrator on how to proceed and properly document such within the client file.

NSP Housing Program Monitoring Policy**Standard Operating Procedure**

This monitoring policy shall apply to all households assisted with NSP funding.

All documents reviewed annually shall be printed and placed in a separate monitoring file for each household assisted with NSP funding to document the monitoring.

1. On an annual basis at the end of the first quarter of the calendar year, Housing Division shall conduct monitoring of all NSP assisted households to ensure continued compliance with the program.
2. Each household assisted with NSP funding shall have their own individual file maintained for monitoring purposes.
3. Each NSP file shall include all documentation relating to the household's application, program agreements and all required monitoring documentation.
4. Annually, at the start of the calendar year, Housing staff shall send a form letter to each NSP -assisted household requesting the following information:
 - a. Proof of homeowner's insurance with the City of Palm Bay listed as additional insured.
 - b. Proof of property taxes paid and current pr Exemption for disability.
 - c. Two (2) proofs of primary residency, such as water bill, cable bill, etc.
 - d. Proof of Homestead Exemption filing.
5. Annually, by May 1, the Housing Division shall review all NSP files for compliance to confirm receipt of the requested documentation and shall also confirm that the NSP -assisted households remain free and clear of any additional liens subsequent to the NSP mortgage lien.
6. Any NSP -assisted household found to be in non-compliance shall be documented and reported to the Housing Administrator.
7. The Housing Administrator shall review all files that are deemed to be non-compliant and bring such files to the attention of the Community and Economic Development Director and the assigned representative of the City Attorney's Office.
8. The City Attorney's Office shall provide guidance to the Housing Administrator on how to proceed and properly document such within the client file.

CDBG Housing Programs Monitoring Plan and Policy

Standard Operating Procedure

This monitoring policy shall apply to all subrecipients of CDBG funding.

All documents reviewed annually shall be printed and placed in a separate section of the file for each subrecipient awarded CDBG funding to document the monitoring.

Pre-Monitoring (Desk Audit) Review

In preparation for the monitoring visit, Housing staff shall review all documentation previously provided to the City, such as:

- Subrecipient's application for CDBG funding
- Subrecipient's written agreement
- Monthly reports
- Requests for reimbursements and supporting documentation
- Documentation of previous monitoring (if available)
- And copies of audits whether by an Independent Public Accountant (IPA) or another entity such as the HUD Office of Inspector General (OIG) or the General Accounting Office (GAO).

Upon review of this information, Housing staff shall schedule a "pre-monitoring" call to inform the subrecipient about the City's monitoring procedures and the information to be examined during the on-site visit. Housing staff will point out apparent weaknesses in the subrecipient's operations and suggest how they can be corrected before the on-site monitoring visit.

Project Monitoring (On-site Monitoring) Review

1. On an annual basis following the end of the first quarter of the calendar year, Housing Division shall conduct a project monitoring of all subrecipients to ensure the following:
 - Contract Beneficiaries/ National Objective/ Eligibility
 - Contract Reporting Requirements
 - Compliance with Subrecipient Agreement
 - Administrative Requirements
 - Program Management and Record-Keeping
 - Insurance
 - Equipment and Real Property
 - Financial Management Systems
 - Other Monitoring Areas, as may be required by the City

2. The subrecipient shall maintain a project file or case management file for each resident/household that receives assistance for which the subrecipient is requesting CDBG reimbursement. Housing Division staff shall review a sufficient (10% of all project files or three project files, whichever is greater) sample of project files to determine compliance with all applicable federal requirements. Staff shall randomly select at least ten percent (10%) of the files, or a minimum of three project files, whichever is greater. Staff reserves the right to pull additional files as determined necessary.
3. If Housing Division staff uncovers instances of noncompliance during monitoring, staff shall request the subrecipient take steps to correct each instance of noncompliance.
4. Housing Division staff shall utilize the checklists in Exhibit "A.1" of this plan and policy to facilitate the project monitoring review. A separate checklist shall be completed for each project file reviewed.
5. Finance staff shall utilize the checklist in Exhibit "A.2" of this plan and policy to facilitate the project monitoring review. A separate checklist shall be completed for each project file reviewed.

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Exhibit A.1

Subrecipient Program Monitoring Report

Subrecipient: _____

Program Funding Year: _____

Date of monitoring visit: _____

Program Monitor(s): _____

Financial Monitor: _____

Subrecipient Representative: _____

Subrecipient Representative: _____

Subrecipient Representative: _____

Subrecipient Representative: _____

Subrecipient Representative: _____

[Remainder of page left intentionally blank]

CDBG Monitoring Visit Report Checklist

	DATE COMPLETE	HCD INITIAL
1. Subrecipient monitoring letter sent – certified mail		
2. Receipt of signed certified mail notice		
3. Review contract file		
4. Interview program representative		
5. Onsite review		
6. Exit conference		
7. Appendix A – included and complete		
8. Report letter prepared – certified mail		
A. Approval letter**		
B. Letter and finding(s) mailed**		
9. Subrecipient's response received		
10. HCD approval of Subrecipient response (close out)		

** Lapse time from line 6 to line 8a and 8b should not be longer than 30 working days.

[Remainder of page left intentionally blank]

Check one:

- ☐ Desk Review
☐ Onsite Visit

Contract Term: _____

Project Title: _____

Subrecipient Name: _____

Address: _____

Phone #: _____

Approved Date: _____ Approved Amount: \$ _____

Date of Last Expenditure Report: _____

Program Monitor's Print Name

Program Monitor's Signature

Date

Management's Print Name

Management's Review Signature

Date

****CDBG FINANCIAL MONITORING REPORT IS A SEPARATE DOCUMENT****

[Remainder of page left intentionally blank]

	YES	NO	COMMENTS
CONTRACT BENEFICIARIES/ NATIONAL OBJECTIVE/ ELIGIBILITY			
How many persons are currently being/were served?			
Is this consistent with the contract?			
Do clients meet a National Objective?			
If yes, which National Objective?			
Are activities benefiting persons within Low-Mod Income category?			
If yes, please indicate below:			
<input type="checkbox"/> L/M Income Area Benefit			
<input type="checkbox"/> L/M Income Limited Clientele (circle applicable one)			
<input type="checkbox"/> Presumed Benefit §570.208(a)(2)(i)(A) <input type="checkbox"/> 51% of clientele L/M §570.208(a)(2)(i)(B) and (C) <input type="checkbox"/> Nature and Location §570.208(a)(2)(i)(D) <input type="checkbox"/> Serving to remove material/architect barriers for severely disabled §570.208(a)(2)(ii) <input type="checkbox"/> Limited Circumstance §570.208(a)(2)(iv)			
<input type="checkbox"/> L/M Income Housing			
<input type="checkbox"/> L/M Income Jobs			
What eligibility category does the project meet (570.201-6)?			
	YES	NO	COMMENTS
CONTRACT REPORTING REQUIREMENTS			
PROGRAMMATIC			
Client Data Reports submitted in a timely manner? (circle each month submitted) Explain.			
Oct Nov Dec Jan Feb Mar Apr May June July Aug Sept			
Client Summary Reports submitted in a timely manner? (circle each month submitted) Explain.			
Oct Nov Dec Jan Feb Mar Apr May June July Aug Sept			
Duplicate Client Data Report submitted in a timely manner? (circle each month submitted) Explain.			
Oct Nov Dec Jan Feb Mar Apr May June July Aug Sept			

For Economic Development projects, Employee Data Reports submitted in a timely manner? (circle each month submitted) Explain.			
Oct Nov Dec Jan Feb Mar Apr May June July Aug Sept			
Monthly Performance Reports submitted in a timely manner? (circle each submitted) Explain.			
Oct Nov Dec Jan Feb Mar Apr May June July Aug Sept			
Were the above submitted reports complete and accurate? Explain.			
Does the Subrecipient maintain these reports onsite for review?			
FINANCIAL (PROGRAMMATIC)			
Request for Payment (and supporting documentation) submitted in a timely manner? (circle each month submitted) Explain.			
Oct Nov Dec Jan Feb Mar Apr May June July Aug Sept			
Time and Attendance Sheet submitted in a timely manner? (circle each month submitted) Explain.			
Oct Nov Dec Jan Feb Mar Apr May June July Aug Sept			
Were the above submitted reports complete and accurate? Explain.			
Does the Subrecipient maintain these reports onsite for review?			
	YES	NO	COMMENTS
COMPLIANCE WITH SUBRECIPIENT AGREEMENT			
Is the full scope of services listed in the Agreement being undertaken? List any deviation.			
Compare actual accomplishments at the point of monitoring with planned accomplishments. Is the project achieving the expected levels of performance (number of persons served, number of units rehabbed, etc.) and reaching the intended client group? Explain any problem the subrecipient may be experiencing. Acknowledge major accomplishments.			

Is the work being performed in a timely manner (i.e., meeting the schedule as shown in the Agreement)? Explain.			
Compare actual expenditures versus planned expenditures. Do they match? Note any discrepancies or possible deviations.			
Are requests for payment consistent with the level of work accomplished? Explain.			
Is program income properly accounted for and recorded? Explain.			
Does the project conform to any special terms and conditions included in the Subrecipient Agreement? Explain.			
	YES	NO	COMMENTS
ADMINISTRATIVE REQUIREMENTS			
Does Subrecipient maintain personnel records for all persons paid with CDBG funds provided by City of Palm Bay HCD? (Review 1099, W-2 and timesheet/payroll reports)			
Does Subrecipient have documentation stating it is an Equal Opportunity or Affirmative Action Employer? Note documentation reviewed.			
Is appropriate EEO and/or Fair Housing signage in place easily visible by employees and visitors?			
Does the Subrecipient accept all otherwise eligible clients regardless of race, ethnicity, age, gender, disability? Explain.			
Is documentation maintained ensuring compliance with faith-based organization, requirements? (if applicable) Note documentation reviewed and any discrepancies.			
Have any personnel employed in the administration of the CDBG-funded program been used for political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities? If yes, explain.			
Is Subrecipient operating program in compliance with OSHA			

requirements, if applicable? Note documentation reviewed.			
Does the Subrecipient have a Section 3 policy? (Applicable to construction projects) Review policy against HUD Section 3 clause.			
Is Subrecipient adhering to the "Section 3 Clause" of the HUD Act of 1968? (if applicable) Note any documentation reviewed and any deficiencies.			
Is documentation maintained for Conflict of Interest, if applicable? Note documentation reviewed or if N/A.			
Does Subrecipient have a copy of contract to reference?			
	YES	NO	COMMENTS
PROGRAM MANAGEMENT AND RECORDKEEPING			
Does the Subrecipient maintain an application file? Note documents included in file.			
Does the Subrecipient maintain a project file? Note documents included in file.			
Does the Subrecipient maintain client files? Note documents included in file.			
Does the Subrecipient maintain property files? (if applicable) Note documents included in file.			
Are files orderly, comprehensive, secured for confidentiality where necessary, and up-to-date? Note any areas of deficiency.			
Do the client files and subrecipient reporting records have the necessary documentation (supporting the National Objective being met, eligibility, and program costs) and do they agree? Note any deficiencies.			
Does the Subrecipient have a program procedure manual?			
Are there administrative policies and procedures in place?			

Note any deficiencies.			
Are there financial policies and procedures in place? Note any deficiencies.			
Are there programmatic and client policies and procedures in place? Note any deficiencies.			
Is there a file retention policy?			
If so, is it being adhered to? Explain.			
Does the record retention policy coincide with City of Palm Bay HCD requirement of 4 years from the date of submission of the City of Palm Bay's CAPER? Note length of time in policy.			
Retain copies of pertinent documents for City of Palm Bay HCD file			
<i>Specific Records to Verify are being Maintained</i>			
Are records maintained describing each activity undertaken?			
Do records maintained demonstrate each activity undertaken meets a national objective?			
Are records maintained documenting participant income? (if applicable)			
Are records maintained documenting compliance with the fair housing and equal opportunity components of the CDBG Program? (if applicable)			
Are real property inventory records, which clearly identify properties purchased, improved, or sold, maintained? (if applicable)			
Are copies of monthly programmatic and financial reports submitted to COP CD retained? See Contract Reporting Requirements above.			
	YES	NO	COMMENTS
INSURANCE			
Has the subrecipient submitted a current copy of its Certificate of Insurance? List policy numbers and type of coverage.			

Is the City named as an additional insured?			
	YES	NO	COMMENTS
EQUIPMENT AND REAL PROPERTY			
Has the Subrecipient acquired or improved any property it owns in whole or in part with CDBG funds in excess of \$25,000?			
If yes, review for 570.503(b)(7). Note any issues.			
Has Subrecipient purchased equipment with CDBG funds in excess of \$1,000?			
If yes, does Subrecipient maintain the records required by 84.34?			
Has the Subrecipient disposed of equipment or property in the last 5 years that was purchased with CDBG funds?			
If yes, were proceeds for the sale reported as program income?			
Did the City approve expenditures of program income?			
Was the program income returned to the City?			

[Remainder of page left intentionally blank]

	YES	NO	COMMENTS
OTHER MONITORING AREAS			
<input type="checkbox"/> CONFIDENTIALITY			
Are systems in place that ensure the confidentiality of persons provided services for family violence treatment prevention, homeless services, etc? Explain.			
<input type="checkbox"/> TERMINATION OF PROGRAM ASSISTANCE			
Is there a formal process in place that recognizes the rights of individuals receiving assistance to due process of law when terminating assistance? Explain.			
<input type="checkbox"/> GRIEVANCE PROCEDURE			
Does the Subrecipient maintain a formal complaint procedure as required by the agreement?			
Is this procedure in writing and does it comply with the City of Palm Bay HCD Appeals Procedure requirements? Note any deficiencies.			
Are participants made aware of this procedure? Is it posted or is provided upon entry into the program? Specify.			
<input type="checkbox"/> SECTION 504			
Has the Subrecipient completed a Section 504 self-assessment (disability access)? Note discrepancies between what is known about the facility(ies) and what is noted in assessment.			
Does the facility where assistance/services are provided meet accessibility requirements of 24 CFR 8.21(c)(2)? Note deficiencies.			
<input type="checkbox"/> LABOR STANDARDS			
Were required labor standards requirements and guidance included in applicable subrecipient contracts?			

Were labor standards properly enforced? Review a sample of Davis Bacon payrolls, HUD-11 interview forms, Other Deductions forms, etc., to ensure adequate review was performed and any required restitution was paid. Note any discrepancies.			
<input type="checkbox"/> GRANTOR RECOGNITION			
Does the subrecipient maintain a “recognition file” as required by the subrecipient contract? Note documentation contained in file.			
Do program brochures/marketing materials recognize City of Palm Bay as a funding source? Explain.			
<input type="checkbox"/> CONFLCIT OF INTEREST			
Does the Subrecipient have a conflict of interest disclosure form filed with City of Palm Bay?			
Does there appear to be any apparent or real conflict of interest that has not been disclosed by the subrecipient?			
<input type="checkbox"/> PROGRAM CHANGES			
Have any significant changes been made to the program? (i.e. staff changes, budget revisions, scope of services)			
Were changes approved by City of Palm Bay HCD?			
Does Subrecipient maintain documentation of COP CD approval of applicable amendments/revisions to Subrecipient Agreement? (if applicable) Note documentation reviewed.			
**** Final Confirmation of Documentation			
Does supporting documentation exist in all files reviewed for each of the above questions? If not, please note.			

[illegible]

Exhibit A.2**Subrecipient Financial Monitoring Report**

CDBG Financial Monitoring Review		
Subrecipient:		
Program Funding Year:		
Name(s) of Reviewer(s)	Date(s) Reviewed	

A. FINANCIAL MANAGEMENT SYSTEM

1.

Does the subrecipient have written financial management policies and procedures to ensure that CDBG funds are used in accordance with CDBG requirements? See 2 CFR Part 200.302 Financial Management.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Describe Basis for Conclusion:			

2.

Does a review of the sample transaction records indicate that grant expenditures were eligible costs under regulations, were necessary and reasonable for proper and efficient administration of the program, were allocable to the program, and supported by adequate source documentation (invoices, contracts or purchase orders)? See 2 CFR Part 200.302 (b)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Describe Basis for Conclusion:			

3.

Does the subrecipient record amounts budgeted for eligible activities as specified in 2 CFR 200.308 Revision of Budget and Program Plans?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Describe Basis for Conclusion:			

4.

Does the subrecipient maintain adequate source documentation? To determine compliance, select a sample of expenditures and determine whether they are supported by invoices, contracts, or purchase orders, etc.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Describe Basis for Conclusion:			

5.

Are payments for salaries and wages supported by documented payrolls and personnel activity reports?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Describe Basis for Conclusion:			

6.

Did the record review indicate any instances of ineligible expenditures?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Describe Basis for Conclusion:			

7.

Does the subrecipient store all CDBG financial documents in a secured area?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Describe Basis for Conclusion:			

B. INTERNAL CONTROLS

8.

Do the fiscal records indicate evidence that the recipient and its subrecipients have effective internal control over, and accountability of, all grant funds, property and other assets? See 2 CFR Part 200.302 (b)(4)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Describe Basis for Conclusion:			

9.

a. Does the subrecipient have an organization chart that sets forth the actual lines of responsibility?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
b. Are duties for key employees of the subrecipient defined?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Describe Basis for Conclusion:			

10.

Did the subrecipient provide a copy of the current year's operating budget, chart of accounts and general ledger?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Describe Basis for Conclusion:			

11.

Does the subrecipient's chart of accounts include a complete listing of the account numbers used to support the control needed to ensure that resources used do not exceed resources authorized?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Describe Basis for Conclusion:			

12.

Do the subrecipient's approval controls provide reasonable assurance that appropriate individuals approve recorded transactions in accordance with management's general or specific criteria?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Describe Basis for Conclusion:			

13.

Do the subrecipient's controls over the design and use of documents and records provide reasonable assurance that transactions and events are properly documented, recorded, and auditable?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Describe Basis for Conclusion:			

14.

Does the subrecipient's segregation of duties controls effectively reduce the opportunity for someone to perpetrate or conceal errors or irregularities in the normal course of duties?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Describe Basis for Conclusion:			

15.

Is it clear that all personnel are responsible for communicating to appropriate supervisory officials that the subrecipients' operating problems and noncompliance with laws and regulations?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Describe Basis for Conclusion:			

C. SINGLE AUDIT ACT

16.

Does the subrecipient expend \$750,000 or more in combined federal funding?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Describe Basis for Conclusion:			

17.

If so, does the subrecipient comply with the Single Audit Act? See CFR Part 200 Subpart F.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Describe Basis for Conclusion:			

18.

Has the agency provided a copy of the most recent audit, if applicable?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Describe Basis for Conclusion:			

19.

a. Does the subrecipient's audit report include an opinion on whether the financial statements are presented fairly in all material respects in conformity with generally accepted accounting principles and whether the schedule of expenditures is presented fairly in all material respects?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Describe Basis for Conclusion:			

b. Do the subrecipient's financial statements reflect its financial position, results of operations or changes in net assets and, where appropriate, cash flows for the fiscal year?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Describe Basis for Conclusion:			

D. PROCUREMENT

20.

Does the subrecipient have written policies and procedures for purchasing/competitive procurement, if applicable? See 2 CFR 200.318 General Procurement Standards.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Describe Basis for Conclusion:			

21.

Does the subrecipient have a written standard of conducts covering conflicts of interest and governing the performance of its employees engaged in the award and administration of contracts? See 2 CFR 200.318 (c)(1)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Describe Basis for Conclusion:			

22.

Are all procurement transactions conducted in a manner to provide, to the maximum extent practical, open and free competition? See 2 CFR 200.319.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Describe Basis for Conclusion:			

23.

Did the subrecipient establish and follow written procedures to avoid purchasing unnecessary items? See 2 CFR 200.318 (d).	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Describe Basis for Conclusion:			

24.

Do the solicitations for goods and services clearly and accurately state the technical requirements for the goods or services to be procured? See 2 CFR 200.319 (c)(1).	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Describe Basis for Conclusion:			

25.

Was a cost or price analysis performed and documented in a procurement file in connection with every procurement action including contract modifications? See 2 CFR 200.323 (a).	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Describe Basis for Conclusion:			

E. EQUIPMENT MANAGEMENT

Provide information on the selected sample of equipment transactions in the table below. (If additional rows are needed, please attach an additional sheet.)						
Item	Date Acquired	Acquisition Cost	Amount of Non-CDBG or other Federal \$ Used (if any)	Disposition Date (if applicable)	Method of Disposition (if applicable)	CDBG Program Income Amount
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						

26.

Does the subrecipient maintain property records which contain the information required by 2 CFR 200.313(d):			
a. property description?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
b. serial number or other identification number?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
c. funding source (grant number)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
d. title holder?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
e. acquisition date and cost?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
f. percentage of Federal participation in original acquisition cost?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
g. location, use and condition of property?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
h. if, applicable, disposition data, such as date of disposal and sales price?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Describe Basis for Conclusion:			

27.

a. Has a physical inventory of equipment been taken and the results reconciled with the property records within the last two years?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Describe Basis for Conclusion:			
b. What was the date of the last inventory and the results?			
Describe Basis for Conclusion:			

28.

Has the program participant developed a control system for adequately safeguarding property against loss, damage, or theft?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Describe Basis for Conclusion:			

29.

Does the subrecipient have adequate maintenance procedures for keeping property in good condition?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Describe Basis for Conclusion:			

30.

If the subrecipient sold equipment purchased with CDBG funds, were the proceeds from the sale kept as program income?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Describe Basis for Conclusion:			

31.

a. Has the subrecipient established proper sales procedures to ensure the highest possible return?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Describe Basis for Conclusion:			
b. If the subrecipient disposed of equipment by sale, did it follow its procedures?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Describe Basis for Conclusion:			

[Remainder of page left intentionally blank]

Financial Monitoring Summary:

Financial Monitor's Printed Name

Date

Financial Monitor's Signature

Date



Supplemental – State Housing Initiatives Partnership
(SHIP) Program Housing Repair Program Manual

Housing & Community Development

Division 120 Malabar Road SE

Palm Bay, FL

32907 (321)

726-5633

Last Updated: 7/23/2021

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1. OVERVIEW

1.1 PURPOSE/INTENT OF SUPPLEMENTAL SHIP HOUSING REPAIR PROGRAM MANUAL

This policy is intended to be utilized by the City of Palm Bay's Housing and Community Development Division to implement its state funded *State Housing Initiatives Partnership* (SHIP) housing repair program. The intent of this supplemental manual is to outline protocols and procedures for carrying out the housing repair program that provide assistance to eligible households within the city limits of Palm Bay.

1.2 DEFINITIONS AND REFERENCES

The City shall adhere to the regulations and requirements set forth by the following as it pertains to the state grant programs:

- Section 420.907 et seq. Florida Statutes, State Housing Initiatives Partnership Act
- Administrative Rule of the Florida Housing Finance Corporation, 67-3 et seq., State Housing Initiatives Partnership Program

Appeal Procedure: Established procedure by which an applicant may appeal a decision made by the Housing & Community Development Division.

Applicant: An individual or household who submits a signed and completed program application for assistance for any housing program.

Assets: Assets are defined by Section 8 regulations, 24 CFR Part 813. Actual or "Imputed" Income from assets is included in projected annual income. The Liquid Assets owned by the household of an Eligible Property Owner are limited to a cash value equivalent to the HUD determined annual income for a household at or below 80% of median income, adjusted for family size. Liquid assets do not include retirement accounts.

Contractor: Licensed contractor who has met City's Housing Program requirements to perform work on housing rehabilitation or utilities projects and has not been debarred from performing work on state or federally financed projects.

Deferred Loan: A zero interest loan provided to qualified households which is forgiven without repayment upon satisfaction of all requirements of the household's agreement with the City of Palm Bay.

Department: City of Palm Bay Community & Economic Development Department, for which the Housing & Community Development Division reports.

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Eligible Property: A single-family property located within the city limits of Palm Bay and occupied as a principal residence by an “Eligible Property Owner” as defined in the SHIP LHAP.

Eligible Property Owner: A household whose projected annual income is at or below 80% of the median income level as defined by 24 CFR Part 92.203 and adjusted for family size. The Eligible Property Owner must occupy the property as his or her “Principal Residence”, as defined within this section. A household owns the property if they:

1. Have a fee simple title; or
2. Maintain a 99-year leasehold interest; or
3. Have ownership or membership in a cooperative; or
4. Have a Life Estate; or
5. Have other forms of ownership accepted by the City Attorney.
6. Do not have any restrictions or encumbrances that would unduly restrict the good and marketable nature of the ownership interest.

Fair Housing: Requirements for non-discrimination based on race, color, sex, religion, handicap, familial status, or national origin in accordance with Federal Regulations found at 24 CFR 100-146 and State Law FS 750.

FHFC: Florida Housing Finance Corporation.

General Property Improvements: These improvements include rehabilitation items which are corrections of health and safety code violations but are improvements which place the unit in a readily maintainable condition for a useful life of at least five (5) years.

Income: Projected annual income established in compliance with HOME, CDBG and SHIP regulations, specifically established at 24 CFR Part 813, the Section 8 regulations.

Income Limits: The City shall use the most current income limits issued by the related regulatory agency related to the state of federal program.

Liquid Asset: Assets in the possession of the household seeking assistance which can readily and promptly be turned into cash in a savings or checking account or a Certificate of Deposit (CD) less than 3 years old. The following are excluded: retirement accounts, CDs over 3 years old, savings bonds, jewelry, guns, cameras, and equity in boats, RVs, and campers.

Low-income: The household income is 51% to 80% of the median income adjusted for family size for the Melbourne-Titusville-Palm Bay (Brevard) MSA.

Minimum Investment: Minimum investment required of the property owner/household as defined by the respective state or federal funding agency.

Minimum Property Standards: Establish certain minimum standards for building construction as required by HUD programs. Standards include specific requirements for the durability of such items as doors, windows, painting and wall coverings, kitchen cabinets and carpeting. The standards ensure that the value of the home is not reduced by the deterioration of these components. (HUD Handbook 4910.1)

Moderate-income: The household income is 81% to 120% of the median income adjusted for family size for the Melbourne-Titusville-Palm Bay (Brevard) MSA.

Ownership interest: must be in good standing, marketable title, subject to only certain restrictions (such as HOME recapture restrictions, mortgages, deeds of trust, or liens or instruments that secure debt on the property), provided these are approved by the City and per 24 CFR 92.254(a)(1) and 24 CFR 92.52.

Principal Residence: The household must utilize the property as their primary residence, as established by eligibility for the State Department of Revenue Property Tax Homestead Exemption. The household may not vacate the unit for more than 120 non-consecutive days in any one calendar year for any reason, other than a hospital or nursing home stay.

Program: City of Palm Bay's Owner-Occupied Rehabilitation, Utility Hook-Up Assistance, and Emergency Repair Programs which may be funded from time-to-time utilizing SHIP grants.

Rehabilitation: All units determined to require repair through the City's state or federal housing grant funds shall meet, at a minimum, the Florida Building Code and comply with the City's written program guidelines. Properties must meet local codes and grant funding requirements. Each major system must have a remaining useful life of at least five (5) years. Major systems include the following: structural support; roofing; cladding and weatherproofing (e.g., windows, doors, siding, gutters); plumbing; electrical; heating; ventilation; and air conditioning.

SHIP: State Housing Initiatives Partnership Program.

Subordination: The process of placing, ranking, or positioning a mortgage as secondary to the primary mortgage.

Very low-income: The household income is below or equal to 50% of the median income adjusted for family size for the Melbourne-Titusville-Palm Bay (Brevard) MSA.

1.3 ELIGIBILITY

1. Applications shall only be received from homeowners that reside within the city limits of Palm Bay. Homeowners whose property lies outside the City of Palm Bay will not be rejected and referred to the respective jurisdiction and/or Brevard County.

2. Applications from owners of trailers, mobile homes and other manufactured housing will not be accepted except when the unit is eligible for replacement with a site-built home, or the City receives a grant which specifically allows assistance of such units. Applicants must submit a signed and dated application as provided by the City's Housing and Community Development Division, proof of ownership of an eligible property, a copy of current homeowners' insurance, proof that all taxes are paid and current, copy of current mortgage statement (if any) and utilities, and certification of income and assets to be provided in a format approved by the City in accordance with the regulations of the grant funding.
3. In the event a County, State, or Federal Disaster declaration is made, applicants who need assistance due to damage or destruction incurred during the disaster event may be given precedence over other applications; however, if the homeowner receives property insurance proceeds or federal disaster assistance, all proceeds must first be applied towards the repairs/rehabilitation of the property before the City provides any form of assistance. A statement of benefits along with proof of repairs must be provided.
4. Applicant must be a homeowner named on a Warranty Deed, Quit Claim Deed, or other recorded document demonstrating a valid ownership interest to be accepted by the City Attorney on a case-by-case basis.
5. Funding assistance provided to eligible households is determined by household income per the grant/funding source, not to exceed the maximum award of the program as approved by City Council, or other delegated authority.
6. If a property is owned by more than one individual, the residency of the co-owner(s) (spouse, former spouse, family member, friend, etc.) must be verified.
 - a) If the co-owner(s) reside in the household, then the co-owner(s) income must be included in the eligibility determination.
 - b) If the co-owner(s) has documented his/her residence at another location, then the co-owner(s) income is not calculated into the household income. However, he/she must co-sign all City documents, to include the mortgage lien.

It is important to note that the State of Florida does not have a "legal separation" provision. This applies to applicants separated from their spouse but still legally married, regardless of where the spouse resides.

7. Applicants who have been determined to be Eligible Property Owners are served on a first-qualified, first-served basis. When the City has a waiting list for assistance, households will be placed and provided applications in the order they appear on the wait list as funding becomes available. Applications will be reviewed on a first-come basis and funded on a first-qualified basis. Applicants may be required to resubmit proofs of income and residence, after a time period as determined by the grant source. The City reserves the right to request additional or updated information at any time during the household's participation in the program. Certain income levels, elderly and special needs applicants may be provided priority preferences as required from time-to-time by the state or federal regulatory requirements.
8. Applicants may not be given assistance if they have demonstrated their intention to sell or transfer their property within the next year; have a judgment, tax lien or other government lien on their property; or are determined to not have a good ownership interest through the underwriting review conducted by HCD Division staff. Additionally, applicants may not be given assistance if they are more than one (1) month behind on their mortgage payment or utility payments or are not current on property taxes.
9. To complete determination of applicant eligibility, HCD Division staff will request a title search (Ownership & Encumbrance Report) of the proposed property to determine ownership interest and eligibility of the property. An underwriting review is conducted to ensure that City administered funds are utilized in a manner that ensures that financial accountability standards are met.
10. If an Applicant is determined to have impediments (e.g., liens, judgments, water liens, code enforcement liens/issues) to receiving assistance under the City programs, staff will provide guidance and counseling to the applicant to remove these impediments. Applicants are not Eligible Property Owners until all impediments have been removed or, alternatively, the level of assistance may be restricted due to the severity of the impediment(s). In these instances, limited assistance may be provided which eliminate public health or severe code deficiencies. Assistance shall not be used to satisfy outstanding code liens. Assistance may not be provided to any household with an active code enforcement lien. All code liens must be satisfied prior to housing assistance.
11. Applicants who are determined to be ineligible for assistance or who decline assistance under one program must first show proof that their circumstances have changed to warrant a review and complete a new application under another program. The household will lose their place on the wait list for the program being declined and added to the end of the wait list for the respective program.

12. All properties assisted with federal or state funds, may be subject to an environmental review, lead based paint testing and abatement, and/or asbestos testing.
13. If it is determined that the property lies in a flood zone, the owner must provide proof of flood insurance to be carried on the property until close-out of the project or end of the lien term, whichever is greater.
14. All housing rehabilitation applicants must maintain homeowner's insurance. If the home is uninsurable due to code issues, the applicant must provide documentation that homeowners insurance shall be obtained upon completion of rehabilitation, to be provided in the form of a letter on official letterhead of the insurance provider.
15. Ineligible Applicants will be counseled on the City Approved Appeals Procedure.

1.4 CONTRACTOR PROCUREMENT

The City shall, at all times, adhere to all local, state and federal procurement policies. The City's local procurement policy is the Procurement Manual (City of Palm Bay Administrative Code 22 City Purchasing) as revised and approved from time-to-time by the City Manager and/or City Council.

1.5 AGREEMENT AND LIEN

Upon selection of a contractor following the bid process, the Eligible Property Owner will be requested to sign a construction contract/agreement between the contractor and homeowner which outlines program requirements and restrictions and includes the scope of work as approved by the City. The contract identifies the City owner's agent to contract services to be paid by the City on behalf of the homeowner.

In no instance will the City of Palm Bay assist an applicant whose property has more than one recorded mortgage lien in accordance with the City's Subordination Policy.

Assistance will be provided in the form of a deferred payment loan, secured by a mortgage lien recorded against the property. The mortgage shall not incur interest, nor shall payment be required if the property continues to be maintained as the applicant's Principal Residence and in adherence to all terms and conditions of the mortgage note/lien. The lien term shall be 10 years and emergency repairs and utility hook up assistance will be 5 years.

All mortgage liens shall be recorded prior to commencement of the construction project. In cases where funding assistance is modified, mortgage modifications shall be

recorded immediately upon completion of construction. The costs to record mortgage liens, and any other inspections or project delivery, shall be applied to the applicant's maximum funding award. Upon expiration of the lien, the homeowner is required to pay for costs associated with the lien satisfaction.

1.6 SWEAT EQUITY

To prevent costly delays and interruptions to the Contractor's schedule, an owner (including relatives and/or friends) may not perform work on the Eligible Property during the construction period.

The homeowner may NOT change the scope of work with a Contractor by offering to complete a certain task(s) in exchange for other work to be done. If this occurs, it will constitute a violation of the Construction Contract and could result in the Contract being terminated and any monies expended would become the responsibility of the Contractor and/or homeowner.

1.7 PAYMENT PROCEDURE

Funds are encumbered/secured by a Purchase Order (PO) upon award notification to applicant and prior to the start of construction. Requests for payment and funding disbursements shall be in accordance with the Construction Contract.

Changes to the scope of work shall be provided in writing by the Contractor to the City on the prescribed form, such as a Change Order. All Change Orders shall be authorized by the property owner and approved by the City prior to performing such work. The costs associated with the Change Order shall be added or deducted from the purchase order and all documents will be amended accordingly. Change Orders that exceed the maximum funding award will not be approved unless authorized by City Council, or delegated authority.

Any incidence of inadequate performance by the Contractor will be documented in accordance with City's Construction Contract. Contractors may be suspended or debarred from further participation in the City's Housing Programs.

1.8 CLOSE-OUT PROCEDURE

Upon final acceptance by the homeowner of completed work and issuance of final payment to contractor, the project is considered closed. Any unexpended funds under the Purchase Order will be released and made available for funding assistance to other eligible applicants. The client file shall be maintained for a period of five years from date of satisfaction of lien, or in accordance with the respective state or federal regulations.

1.9 ADDITIONAL ASSISTANCE

In no instance shall a household with an existing City lien receive additional assistance under any of the City-administered state and federal housing and community development programs. Households previously assisted through the City's housing programs shall be reviewed on a case-by-case basis with final determination by the Department Director.

1.10 DETERMINATION & SCOPE OF WORK FOR OWNER-OCCUPIED REHABILITATION AND EMERGENCY REPAIR

Upon determination of household eligibility, HCD Division staff, or contractor, will inspect the eligible housing unit utilizing the Florida Building Code to identify existing conditions which may be eligible for repair under the City's housing programs and will prepare a scope of work (SOW) and a cost estimate to be used to solicit bid estimates for rehabilitation. The owner will receive a copy of the SOW. Any issues relating to the proposed SOW shall be resolved between the City and the homeowner prior to solicitation of bid estimates. Any changes to the SOW following commencement of construction shall be communicated from the Contractor to the City in writing on the prescribed forms (i.e., Change Order) of the program.

Rehabilitation on eligible repairs must be adequate to extend the useful life of the property for at least five (5) years, preferably longer, to protect the City's investment and security of the rehabilitation deferred payment loan. Rehabilitation and scope of work shall include, at a minimum, the following standards:

- Correction of all violations of the Florida Building Code.
- Correction of observable and identifiable problems which would lead to the violation of the Florida Building Code within the lien period.
- Incidental repairs related to work performed under 2.a) or b) of this Section. (e.g., repair and painting of wall due to roof leak)
- Addition of energy efficiency improvements which decrease the operating cost of the unit.
- All replacement materials will meet FHA Minimum Property Standards and applicable industry standards.
- Household systems and equipment shall be replaced on a unit for unit basis. Determination shall be based on need and safety of the household, including size of household and handicapped status of household member(s).
- Barrier free items, such as, building/installing wheelchair ramps, grab bars, accessible showers, handicap toilets, sinks/faucets and widening of doors.
- In accordance with Section 420.9075(3)(d), F.S, the City of Palm Bay shall expend SHIP funds in a manner that encourages reduced long-term costs relating to maintenance, utilities, and/or insurance. Innovative design, green building principles, storm-resistant construction, or other elements will be

incorporated in all housing strategies both for sustainability and to promote greater affordability.

Property Owners who are determined to be income-eligible shall receive funding assistance for the repair or rehabilitation of the home in accordance with the applicable SHIP Local Housing Assistance Plan.

If a property is determined to require rehabilitation for which the costs exceed the maximum funding available under the program, the owner will be required to secure private financing or may be deemed ineligible for housing repairs and placed on the Housing Program Replacement Program list. Approval to exceed the maximum funding allowed by the grant/funding source shall be reviewed and approved on a case-by-case basis by City Council, or in accordance with the program.

Occupancy and special needs of replacement units:

- a) All persons living in the household at the time of application shall be included when computing family size and income.
- b) Occupancy standards shall be consistent with the Florida Building Code. The existing number of bedrooms shall be replaced unless determined to be inadequate for the size of the household.

1.11 DETERMINATION & SCOPE OF WORK FOR SPECIAL NEEDS REHABILITATION

Upon determination of property eligibility, HCD Division staff, or contractor, will inspect the unit utilizing the Florida Building Code and prepare a scope of work and cost estimate for modifications, including technological enhancements and devices, which will allow a member of the household with special needs to remain independent in their home.

1.12 DETERMINATION & SCOPE OF WORK FOR UTILITY HOOK-UP ASSISTANCE

Upon determination of property eligibility, HCD Division staff, or contractor, will inspect the unit utilizing the Florida Building Code and prepare a scope of work and cost estimate for construction costs necessary to connect to the City water and/or sewer systems, permitting, connection fees, and abandonment of the private well and septic system.

1.13 DEFAULT, DEATH OR RELOCATION OF ELIGIBLE PROPERTY OWNERS

In the case of default, death or relocation of a homeowner or household who has a mortgage lien by the City under this program, the homeowner shall be subject to the terms and conditions of the mortgage lien as it pertains to default.

1.14 COMPLAINT AND APPEALS PROCEDURE

Any applicant wishing to file a complaint or appeal a decision made by the Housing Administrator, or designee, shall notify the Community and Economic Development Director in writing, within five business (5) days. The Housing Administrator shall provide all information regarding the complaint/appeal to the Community and Economic Development Director, for review and determination. The Community and Economic Development Director shall have no more than ten business (10) days to review and make an independent determination regarding the complaint/appeal. The Community and Economic Development Director will make the final determination unless the determination warrants a legal opinion, in which case, the final determination will be made by the City Attorney's Office.

1.15 SUBORDINATION OF LIENS

All subordination of liens shall follow the City's Subordination Policy as amended from time-to-time and approved by City Council.

1. The policy of the City is not to subordinate.
2. Requests for waiver of the policy must be in writing from the lending institution and submitted to:

Housing Administrator
City of Palm Bay
Housing & Community Development Division
120 Malabar Road SE
Palm Bay, Florida 32907
Telephone: (321) 726-5633
E-mail: HCDinfo@palmbayflorida.org

3. Requests for waiver of the policy shall be approved by the City Manager. Prior to consideration, the following documents and information shall be provided to the Housing & Community Development Division:
 - Proof of State License for Mortgage Lender
 - Authorization for Release of Information signed by the homeowner (signatures shall be verified)
 - Reason for the subordination request and any supporting documentation as may be required on a case-by-case basis
 - Good Faith Estimate from the Mortgage Lender

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- Complete terms and conditions of the first mortgage
- Documentation that the property taxes and insurance payments are either included in the first mortgage or that the homeowner is responsible for such payments outside of the loan
- Letter from the Mortgage Lender confirming that homeowner will not be taking out equity for any reason other than what is listed in Section 5.

Note: Consideration will not be given to any request for waiver of this Subordination Policy without the required information listed above. Additional information may be required.

4. It is the City's policy not to subordinate but for very few circumstances, such as proven hardship under specific conditions provided for within the City's state or federal housing grant programs and listed under Section 5. **Credit card debt is not a basis for waiver of the policy**. In the rare instance that the City agrees to subordinate, requests can take a minimum of 2 - 4 weeks for review. The City does not expedite subordination requests. All approved subordinations shall be recorded by the Brevard County Clerk of Courts and is at the expense of the homeowner with a copy provided to the City. The City subordinates and assumes second lien position only behind the mortgage lender. No other lien position will be considered.
5. Requests for waiver will be considered on a case-by-case basis and only for the following circumstances:
 - Emergency needs arising out of natural disasters or declared emergency.
 - Rehabilitation or emergency repairs which eliminate a threat to the health or safety of the occupants or that eliminate an immediate or imminent danger to the dwelling itself eligible under the City's state and federal housing grant programs.
 - Refinancing to lower the interest rate on the first mortgage where the homeowner is not taking equity for any purpose and the City is simply reassuming its position for the continuation of the mortgage note.
6. Requests for waiver will not be considered under the following conditions:
 - The Loan to Value ratio exceeds 100%.
 - The Housing Debt to Income ratio exceeds 34%.
 - The Total Debt to Income ratio exceeds 42%.
 - The mortgage lender and applicant fail to provide all required documentation.
 - The home is in foreclosure.

1.16 ANNUAL SHIP HOUSING PROGRAMS COMPLIANCE MONITORING

Annually, at the start of the calendar year, Housing staff shall send a form letter to each SHIP-Assisted household requesting the following information:

- a. Proof of homeowner's insurance with the City of Palm Bay listed as additional insured.
- b. Proof of property taxes paid and current Exemption for disability.
- c. Two (2) proofs of primary residency, such as water bill, cable bill etc.
- d. Proof of Homestead Exemption filing.



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joan Junkala-Brown, Acting City Manager

THRU: Larry Wojciechowski, Finance Director

DATE: 9/2/2021

RE: Consideration of partial pre-payment of the Special Assessment Revenue Note, Series 2016 (\$482,000).

Finance has identified an opportunity to prepay two years' worth of principal on the Utility Special Assessment Revenue Refunding Note, Series 2016. The note was issued in 2016 to refund the Special Assessment Note, Series 2009A (Water Improvements, USA 31). The Note has a coupon rate of 2.420 percent. A prepayment of \$63,000.00 was made on March 1, 2018. The attached debt service schedule shows the final payment would be due on July 1, 2024, if no additional prepayment were made. Currently, the combined total cash available from all available sources (collections and sinking fund) is approximately \$545,768.

The outstanding principal balance is \$747,000.00. The loan agreement states that any prepayment on or after January 1, 2018, shall be at par, plus accrued interest to the redemption date. Any prepayment in part may be applied toward scheduled principal payments as directed by the City. The City shall provide the Lender five (5) Business Days' prior written notice prior to any prepayment of the Series 2016 Note.

Staff recommends the prepayment be applied as follows: \$212,000.00 to the principal due on July 1, 2024; \$270,000 to the principal due on July 1, 2023. Any collections received that are not used for prepayment should be held in case needed to cover future delinquent collections. If the bonds are paid off by July 1, 2022, there would be no need to bill the property owners of Unit 31 for the remaining two years on the debt service schedule (tax years 2022 and 2023, fiscal years 2023 and 2024), giving relief to property owners on their tax bills two years ahead of schedule.

REQUESTING DEPARTMENT:

Finance

FISCAL IMPACT:

This partial prepayment will save residents debt service costs over the next final two fiscal years (FY23 & FY24) by the prepaid amount of \$482,000 plus interest. A Budget Amendment will be forthcoming in FY21 to show the extra \$482,000.00 in prepaid principal to be made in account #432-8040-517-7126.

RECOMMENDATION:

Motion to authorize the partial prepayment of the Special Assessment Revenue Refunding Note, Series 2016.

ATTACHMENTS:

Description

Debt Service Schedule

BOND DEBT SERVICE

City of Palm Bay, Florida
Special Assessment Revenue Refunding Note, Series 2016
Lender: JPMorgan Chase Bank, N.A.
**** Final Numbers ****

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
07/01/2017	255,000	2.420%	26,310.78	281,310.78	281,310.78
01/01/2018			21,840.50	21,840.50	
07/01/2018	240,000	2.420%	21,840.50	261,840.50	283,681.00
01/01/2019			18,936.50	18,936.50	
07/01/2019	245,000	2.420%	18,936.50	263,936.50	282,873.00
01/01/2020			15,972.00	15,972.00	
07/01/2020	250,000	2.420%	15,972.00	265,972.00	281,944.00
01/01/2021			12,947.00	12,947.00	
07/01/2021	260,000	2.420%	12,947.00	272,947.00	285,894.00
01/01/2022			9,801.00	9,801.00	
07/01/2022	265,000	2.420%	9,801.00	274,801.00	284,602.00
01/01/2023			6,594.50	6,594.50	
07/01/2023	270,000	2.420%	6,594.50	276,594.50	283,189.00
01/01/2024			3,327.50	3,327.50	
07/01/2024	275,000	2.420%	3,327.50	278,327.50	281,655.00
	2,060,000		205,148.78	2,265,148.78	2,265,148.78



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joan Junkala-Brown, Acting City Manager

THRU: Leslie Hoog, Fire Chief

DATE: 9/2/2021

RE: Consideration of submitting a grant application to the Rebuild Florida Mitigation General Infrastructure Program, Community Development Block Grant (CDBG-MIT) for the construction of future Fire Station 7 (\$4,000,000); and authorize a budget amendment reappropriating \$358,318 in previously approved funding to serve as a match.

Fire Rescue is seeking Council authorization to submit a grant application to the Rebuild Florida Mitigation General Infrastructure Program, Community Development Block Grant (CDBG-MIT) in the amount of \$4,000,000 to construct a new fire station, future Fire Station 7, on the City-owned parcel located at 2144 Palm Bay Road (former Fire Station #1). This property is located within a CDBG-qualified area and would meet the City's growing need for calls for service in northeast Palm Bay.

Grant funding through the U.S. Housing and Urban Development (HUD) for 2021 "Round 2" of the CDBG-MIT grant opportunity represents an unprecedented opportunity for large-scale mitigation projects which have a required minimum cost of at least \$2,000,000. Eligible projects must benefit low-to-moderate income (LMI) community areas as defined by HUD.

While this competitive grant requires no match, scoring is enhanced with a local match and puts the City in a better position for grant award. To that end, staff is seeking authorization to re-appropriate General Fund dollars in the amount of \$358,316.00 to serve as a contribution to this construction project. This funding is the remaining balance of the Council approved match (General Fund totaling \$504,642) to the FEMA Hazard Mitigation Grant Program (HMGP) awarded to the City for Fire Station Hardening Project # 19FD01 (acquisition of two generators for Fire Stations 2 and 3). The HMGP Project # 19FD01 is now complete and closed, using only \$146,326 of the General Fund match. As the remaining balance is no longer requiring, staff is requesting authorization to submit a budget amendment allocating \$358,316 to the construction of future Fire Station 7.

Finally, in coordination with the City's state lobbying firm, Sunrise Consulting Group (SCG), staff will be bringing forth the City's 2022 State Legislative Priorities for Council consideration, to include a request for State funding appropriations in the amount of \$400,000 as an additional contribution to this federal grant opportunity.

For historical purposes, Palm Bay Fire Rescue received a CDBG grant through the City's annual HUD entitlement allocation in the amount of \$345,363.30 for demolition of the existing structure (former Fire Station #1) located at 2144 Palm Bay Road. Demolition is expected to begin in fall 2021.

REQUESTING DEPARTMENT:

Fire Department

FISCAL IMPACT:

The only fiscal impact at this time includes the reallocation of the remaining balance of General Fund dollars in the amount of \$358,316 previously allocated to 19FD01. If approved, staff will bring forth a budget amendment at a future Council meeting.

If the grant is awarded, staff will bring forth the grant agreement to City Council for acceptance and the fiscal impact of the grant will be recorded at that time.

RECOMMENDATION:

Motion to authorize the City to submit a CDBG-MIT grant application and authorize staff to submit a budget amendment in the amount of \$358,316 to serve as the City's contribution to the construction of future Fire Station 7.

ATTACHMENTS:**Description**

Resilient Florida GIP Funding Round 2 Guidelines



REBUILD FLORIDA GENERAL INFRASTRUCTURE PROGRAM GUIDELINES, ROUND II

This document provides the guidelines for implementation of the Rebuild Florida General Infrastructure Program (GIP) administered by the State of Florida Department of Economic Opportunity (DEO). This Program is funded by the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant - Mitigation (CDBG-MIT) allocation as described in Public Law 115-123.

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Part 1 – Definitions and Acronyms

Action Plan: The State of Florida Mitigation Action Plan details the plan to carry out strategic and high-impact activities to minimize or eliminate risks and reduce losses from future disasters. The Plan also describes the opportunity to improve state and local planning protocols and procedures. The Plan was submitted to HUD on February 3, 2020 and approved on April 2, 2020.

Applicant: Any entity that submits a response to the request for applications (RFA) for potential funding through the CDBG-MIT program.

AMI - Area Median Income: The median (middle point) household income for an area adjusted for household size as published and annually updated by the United States Department of Housing and Urban Development (HUD). Once household income is determined, it is compared to HUD's income limit for that household size.

CDBG: Community Development Block Grant, funded by the U.S. Department of Housing and Urban Development.

CDBG-MIT: Community Development Block Grant for mitigation projects.

CDBG-DR: Community Development Block Grant for disaster recovery projects.

Copeland Act: Anti-Kickback Act.

CWHSSA: Contract Work Hours and Safety Standards Act.

DBA: Davis-Bacon Act (DBA).

DEO - Department of Economic Opportunity: Administrator of the CDBG-MIT program funded by HUD under Public Law 115-123. DEO is the governor-designated state authority responsible for administering all long-term hazard mitigation and disaster recovery funds awarded to the state from HUD.

DEM: Florida Division of Emergency Management.

DOB - Duplication of Benefits: A duplication of benefits occurs if DEO provides assistance to a participant for the same purpose as any previous financial or in-kind assistance provided to an entity for the same purpose. The DEO CDBG-MIT program is prohibited from creating a DOB. This prohibition comes from the Robert T. Stafford Disaster Assistance and Emergency Relief Act (Stafford Act) and therefore, these other sources of funds must be deducted from any potential award or expenditures for individual participants.

FEMA: Federal Emergency Management Agency.

FR - Federal Register: The official journal of the Federal government of the United States that contains government agency rules, proposed rules, and public notices. A Federal Register Notice (FRN) is issued for each CDBG-DR funded disaster. The FRN outlines the rules that apply to each allocation of disaster funding.

GIP: General Infrastructure Program.

HUD: U.S. Department of Housing and Urban Development.

LMH - Low to Moderate Income Household: A household having an income equal to or less than the Section 8 low income limit established by HUD.

LMI - Low to Moderate Income National Objective: Activities that benefit households whose total annual gross income does not exceed 80% of AMI, adjusted for family size. Income eligibility will be determined and verified in accordance with HUD guidance. The most current income limits, published annually by HUD, will be used to verify the income eligibility of each household applying for assistance at the time assistance is provided.

- **Extremely low:** Household's annual income is up to 30% of the area median family income, as determined by HUD, adjusted for family size.
- **Very Low:** Household's annual income is between 31% and 50% of the area median family income, as determined by HUD, adjusted for family size.
- **Low:** Household's annual income is between 51% and 80% of the area median family income, as determined by HUD, adjusted for family size.

MIDs - Most Impacted and Distressed Areas: Areas of most impact as determined by HUD or the state using the best available data sources to calculate the amount of disaster damage. The HUD-designated MID areas include Brevard, Broward, Clay, Collier, Duval, Hillsborough, Lee, Miami-Dade, Monroe, Orange, Osceola, Palm Beach, Polk, St. Johns, St. Lucie and Volusia counties; and zip codes 32084, 32091, 32136, 32145, 32771, 33440, 33523, 33825, 33870, 33935, and 34266. The state-identified MID areas also include those counties that received both Individual Assistance (IA) and Public Assistance (PA) through the Federal Emergency Management Agency (FEMA).

RFAs - Request for Applications: The DEO notice requesting applications for funding as a subrecipient for the CDBG-MIT program.

Response: Any application received for CDBG-MIT funding.

Robert T. Stafford Act: The Robert T. Stafford Disaster Relief and Emergency Assistance Act authorizes the federal government to provide monetary assistance in times of a presidentially-declared national disaster (individual, public, and hazard mitigation) to support communities.

Subrecipient: Any entity that has been awarded funding by DEO to implement a CDBG-MIT project and that has executed a subrecipient agreement.

Subrecipient agreement: An agreement between DEO and a subrecipient that has been awarded funding to implement a CDBG-MIT project. The agreement details the conditions under which funds are provided and the contractual obligations to which the subrecipient must adhere.

Subrogation: Subrogation is a legal doctrine that allows one entity to take on the rights of another. In the context of mitigation grants, a subrecipient must enter into a subrogation agreement in which the funding agency (DEO) obtains the right to collect any additional mitigation payments the entity obtains for the same purpose after the entity has received GIP benefits.

UGLG: Units of general local government including cities, towns, villages, counties and other municipalities of a state

UNM: Urgent Need Mitigation. To meet the alternative criteria for the unmet need mitigation (UNM) national objective, each grantee must document that the activity: (i) Addresses the current and future risks as identified in the grantee's Mitigation Needs Assessment of most impacted and distressed areas; and (ii) will result in a measurable and verifiable reduction in the risk of loss of life and property.

Part 2 – Program Overview

2.1 Program Purpose

In April 2018, the U.S. Department of Housing and Urban Development (HUD) announced that the state would receive \$633,485,000 in funding to support long-term mitigation efforts (following Hurricanes Hermine, Matthew and Irma) through HUD's Community Development Block Grant Mitigation (CDBG-MIT) Program. The Federal Register Vol. 84, No. 45838, which delineates all program requirements, was released on August 30, 2019.

On February 02, 2021, HUD announced an additional \$46.9 million in federal mitigation funding for communities impacted by Hurricane Michael. (86 FR 561), for a total CDBG-MIT allocation of \$680,411,000. To access this additional funding, DEO is working with state agencies and community partners to draft a substantial amendment to the existing State Action Plan for CDBG-MIT funding. The amendment will be posted for a 30-day public comment period late in June 2021.

The CDBG-MIT funding is designed to address mitigation needs to ensure that the state of Florida is more resilient to future natural disasters. The Florida Department of Economic Opportunity (DEO) is the lead agency and responsible entity for administering the CDBG-MIT funds allocated to the state. The state of Florida's Action Plan, which was approved by HUD on April 2, 2020, details how this funding, along with subsequent allocations, will be apportioned to address unmet mitigation needs in Florida that represent targeted strategic investments for grantees based on current or foreseeable risks.

These mitigation funds represent a unique and significant opportunity for the state, in the areas most impacted by recent disasters, to carry out strategic and high-impact activities to minimize or eliminate risks and reduce losses from future disasters. In addition to mitigating disaster risks, the funds provide an opportunity to improve state and local planning protocols and procedures.

Florida's focus is to support data-informed investments through high-impact projects that will reduce risks attributable to natural disasters, with particular attention to repetitive losses of property and critical infrastructure. DEO's strategy is built on a comprehensive Risk Based Mitigation Needs Assessment, presented in its Action Plan, that identified flooding, severe storms, tropical cyclones, coastal erosion and wildfires as the most significant risks to Floridians.

The state supports the adoption of policies that reflect local and regional priorities that will have long-lasting effects on community risk reduction, to include the reduction of risk to community lifelines. Community lifelines enable the continuous operation of government functions and critical businesses that are essential to human health and safety or economic security.

The goal is to help protect critical community lifelines which are illustrated in **Figure 1**:

Figure 1: Community Lifelines



Table 1 illustrates Florida's plan for allocation of CDBG-MIT funds.

Table 1: Allocation of CDBG-MIT Funds

Allocation of CDBG-MIT Funds		
Program	Allocation	Percent of Funding
Infrastructure	\$550,000,000	87%
• Rebuild Florida General Infrastructure Program	\$475,000,000	75%
• Rebuild Florida Critical Facility Hardening Program	\$ 75,000,000	12%
Planning and Administrative Costs	\$83,485,000	13%
• Rebuild Florida General Planning Support Program	\$20,000,000	3%
• DEO Administration	\$31,674,250	5%
• DEO Planning	\$31,810,750	5%
Total Allocation	\$633,485,000	100%

2.2 Program Process

CDBG-MIT programs will be delivered in a multi-step process to comply with all applicable regulations and requirements. The preliminary process includes a Request for Applications (RFA) and submission of applications by eligible entities. A maximum of three applications are allowable per entity. Receipt of applications will be followed by an application evaluation and scoring process that will result in an award of funding and the execution of a subrecipient agreement. The selected subrecipients will be responsible for delivery of services.

During the implementation process, as subrecipients meet specified deliverables, program funding will be provided to subrecipient awardees. Subrecipients must develop and implement policies, procedures and processes to deliver projects/services. Projects/services may be provided by the subrecipient directly or in partnership with governmental, private sector or non-profit partners. At the conclusion of the term specified

in the subrecipient agreement, the grant will be closed. DEO, with support provided by its designated partners, will monitor subrecipients throughout the life of the project.

Figure 2 illustrates the preliminary process.

Figure 2: Preliminary Process—Application, Evaluation and Award



Figure 3 illustrates the implementation process.

Figure 3: Implementation Process—Service, Delivery and Compliance



2.3 Rebuild Florida General Infrastructure Program (GIP) Overview

The GIP program is designed to provide funding to units of general local government (UGLG) such as municipalities and counties, state agencies, non-profits and non-governmental organizations to implement innovative, collaborative, multi-jurisdictional and/or large-scale mitigation activities that reduce previously-identified hazard risks for local communities to better withstand emergency-related challenges. These regional investments include, but are not limited to, upgrading of water, sewer, solid waste, communications, energy, transportation, health and medical and other public infrastructure projects.

DEO has allocated \$475,000,000 in CDBG-MIT funding for the GIP program. DEO will use a subrecipient model to deliver funding for approved projects. Funding will be awarded to selected subrecipients through a request for applications (RFA) process in accordance with established application guidelines and evaluation criteria. This is not a direct grant program.

An overview of the GIP program is illustrated in **Table 2**.

Table 2: General Infrastructure Program Summary

Rebuild Florida General Infrastructure Program	
Total Funding Dollars (Two Rounds)	\$475,000,000
Funding Percentage	75%
Application Type	Subrecipient
Applicant Eligibility	UGLG, state agencies and other applicants including, but not limited to, non-profits and non-governmental agencies that apply in partnership with their local UGLG or state agencies.
Geographic Eligibility	HUD and State-Designated MID areas
National Objectives Fulfilled	LMI and Urgent Need
Hazard Risks Addressed	Flooding, Severe Storms, Tropical Cyclones, Coastal Erosion, Wildfires
Lifelines Protected	Safety and Security, Food, Water and Shelter, Health and Medical, Energy, Communication, Transportation and Hazardous Materials

- Maximum amount per applicant: \$175,000,000
- Minimum amount per applicant: \$2,000,000

The GIP program will be implemented in two rounds: Round I provided an initial allocation of resources to units of local government (UGLG), state agencies and entities that apply in partnership with their UGLG (such as a county or municipality) or state agency. \$150 million was available and awarded in Round I. The state anticipated that regional coalitions and local governments or local public entities would act as partners in the implementation of this program.

Round II commences on June 11, 2021. \$175 million and any remaining unobligated funding from Round I is being made available in this Round. Round III will commence in 2022. All remaining funding, including unobligated funds, will be made available to fund projects submitted for the \$150 million allocation for Round III.

Round	Approx. Launch Date	Funding Amount
I	2020	\$150,000,000
II	2021	\$175,000,000
III	2022	\$150,000,000

2.4 Eligible Activities

Eligible activities include projects that demonstrably increase community resilience. For purposes of GIP the following types of infrastructure projects are encouraged:

- Restoration of critical infrastructure (such as water and sewer facilities, streets, removal of debris, drainage, bridges, etc.).
- Renourishment of protective coastal dune systems and state beaches.
- Building or fortifying buildings that are essential to the health, safety and welfare of a community (this can include police stations, fire stations, parks and recreational centers, community and senior centers, hospitals, clinics, schools and educational facilities and other public properties). *
- Rehabilitation or construction of stormwater management systems.
- Improvements to drainage facilities.
- Reconstruction of lift stations and sewage treatment plants.
- Road repair and improvement and bridge strengthening.

Note that the above are examples and not an exhaustive list of the possible projects that may be undertaken with GIP funding.

**These activities may serve as a component of a larger infrastructure project to align with GIP program goals (large-scale, multijurisdictional, and high impact).*

2.5 Program Requirements

1. Funds must be used solely for necessary expenses related to mitigation activities to benefit MID areas for which the President declared a major disaster in 2015, 2016 or 2017, pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974.
2. At least 50% of funds must be spent in HUD-identified MID areas. The remaining 50% may be spent on state-identified MID areas that were declared disaster areas eligible for FEMA Individual and Public Assistance (82 FR 5591; 82 FR 36812; 83 FR 5844; 83 FR 40314)
3. Funds may not be used to supplant existing funding sources or programming.
4. Entities applying for funding through the GIP program must submit an application that meets the criteria outlined in Part 4.
5. All CDBG-MIT projects must comply with all applicable federal, state and local requirements.

2.6 Application for Program Services and Benefits

The application submission cycle for Round II of the GIP program will open on **June 11, 2021** and will close on **September 10, 2021, 5pm EST**. The application for the GIP program will be available on the DEO Mitigation website: <http://floridajobs.org/rebuildflorida/mitigation>. Applicants must submit their applications through the online application portal.

Only completed GIP applications, including all required supporting documentation, will be considered. DEO developed application instructions and a checklist to provide guidance to applicants (see Appendix B). Applications will only be accepted during the published application cycle. Be sure to carefully follow upload and naming conventions directions.

Applicants must demonstrate that they have the capacity and expertise to conduct the activities for which they are requesting the funds. Applicants must explain how the project will incorporate feedback from community members and how the completion will benefit the public. As part of application submission, applicants must identify their plans for funding long-term operations and maintenance costs (when applicable).

Applications will be prepared at the applicant's expense and costs are not reimbursable using CDBG-MIT grant funds.

Competitive grant applications received by DEO will be evaluated and scored on a point scale. Applications will be ranked based upon the assigned score. The highest-ranking applications will be recommended for funding. Applications are to be funded, in order of ranking, to the greatest extent allowed by available funding.

To receive access to DEO's electronic application, instructions and submission checklist, a GIP Application Registration is available. To register, applicants should open this link: floridajobs.org/rebuildflorida/mitigation/rebuild-florida-mitigation-general-infrastructure-program and click "Online Application". A contact name and email address will be requested. Once registered, the applicant will be emailed an individualized application weblink. (If an entity wishes to submit more than one application, each project must have a separate application and separate link. **No more than three applications can be submitted per entity.**) Application packets will be available from the CDBG-MIT website beginning on June 11, 2021.

DEO is committed to ensuring a straightforward application cycle. To facilitate that goal, applicants will be provided with several resources during the application cycle, including an application checklist and instructions, and a sample application (Appendices A and B), a webinar and an opportunity to schedule one-on-one phone calls with DEO staff. All updates will be posted on the program webpage.

Applicants will receive an automated email when DEO receives its application.

2.7 Eligible Areas

Per the Federal Register Vol. 84, No. 45838, at least 50% of funds must be spent in HUD-identified MID areas. The remaining 50% may be spent on state-identified MID areas. **Tables 3 and 4** identify areas eligible for CDBG-MIT funding; the HUD and State identified MID areas.

Table 3: HUD MID Area Counties and Zip Codes

HUD MID Counties	Brevard, Broward, Clay, Collier, Duval, Hillsborough, Lee, Miami Dade, Monroe, Orange, Osceola, Palm Beach, Polk, St. Johns, St. Lucie, and Volusia
HUD MID Zip Codes	32084, 32091, 32136, 32145, 32771, 33440, 33523, 33825, 33870, 32068, 33935, 34266

Table 4: State MID Area Counties

State MID Area Counties	Alachua, Baker, Bradford, Charlotte, Citrus, Columbia, DeSoto, Dixie, Flagler, Gilchrist, Glades, Hardee, Hendry, Hernando, Highlands, Indian River, Lafayette, Lake, Leon, Levy, Manatee, Marion, Martin, Nassau, Okeechobee, Pasco, Pinellas, Putnam, Sarasota, Seminole, Sumter, Suwannee, Taylor, Union, Wakulla
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2.8 Allocation

A total of \$475,000,000 has been allocated for the GIP program. This allocation may be increased or decreased based on the demand for the program by amendment to the Action Plan, subject to approval by HUD.

2.9 Application Assistance Timeline

The application submission cycle for the GIP Program, Round II will open on June 11, 2020 and close on September 10, 2021.

DEO will host a webinar to provide an overview of the Guidelines, specific to the application process. The webinar will include a live question and answer period. These questions and answers will be published on DEO's website. DEO will also provide an opportunity for applicants to schedule 20-minute, one-on-one phone calls with DEO's mitigation staff. These calls will provide applicants an opportunity to ask questions and/or discuss issues specific to their project and the application process. We can also respond to any questions regarding previously submitted CDBG-MIT applications. Throughout the entire application cycle, technical assistance is also available by sending inquiries to the Mitigation email inbox at cdbg-mit@deo.myflorida.com.

2.10 National Objectives

All projects supported by HUD Community Development Block Grant (CDBG) assistance must meet one of the CDBG's three National Objectives:

1. Benefiting low-and-moderate income (LMI) persons;

2. Addressing a severe and recently arising urgent community welfare or health need;
or
3. Preventing or eliminating slum and blighting conditions.

DEO's GIP allocation is focused on addressing LMI and Urgent Needs. (Per 84 FR 45838, the slum and blight criteria are "generally not appropriate" in the context of mitigation activities and would require special prior approval from HUD to be considered.)¹

HUD has recognized that the most effective mitigation strategies are regional in scale. GIP applicants will be required to identify the entire area (non-LMI and LMI) that will benefit from the proposed project. DEO will then utilize HUD guidance to calculate the LMI benefit percentage of each project. If an applicant's project's area of benefit LMI is 50% or greater, the national objective for the application is met.

If the project's LMI for the area of benefit is less than 50%, the applicant must instead meet the Urgent Need requirement as follows:

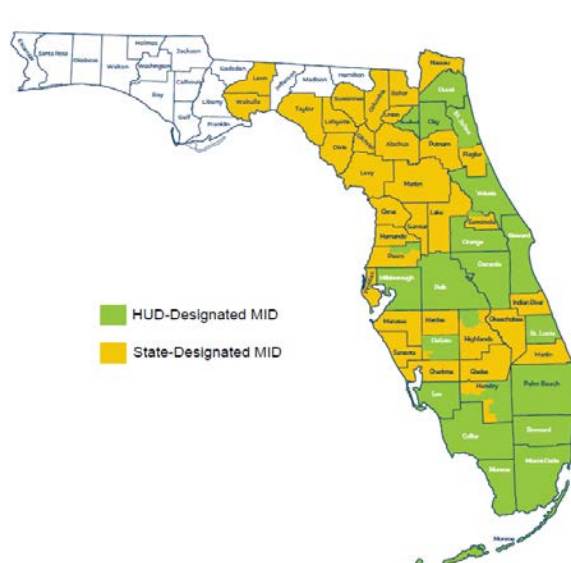
- Provide evidence that their project will meet an urgent need by summarizing how the project will result in measurable and verifiable reductions in the risk of loss of life and property from future disasters and how it will yield community development benefits.
- Provide a plan to fund long-term operation and maintenance of the project and summarize how this will be done. (Funding options for long-term operation and maintenance might include state or local resources, borrowing authority, or retargeting of existing financial resources.)
- Describe how the project is consistent with other mitigation activities in its area of benefit.

As required by the Federal Register, Vol. 84, No. 169, the state will designate at least 50% (\$316,742,500) of the CDBG-MIT allocation to address mitigation and resiliency needs in the HUD-identified MID areas. The remaining 50% may be spent on state-identified MID areas that were declared disaster areas eligible for both FEMA Individual and Public Assistance, categories A - G.

¹ Federal Register – 6109-N-02, V.A.13.f.

Figure 4 is a map of HUD and State-designated MID areas.

Figure 4: Mitigation HUD and State MID Areas



2.11 Program Management

DEO is the agency responsible for the administration of mitigation funds allocated to activities in Florida. The CDBG-MIT program is funded by HUD under Public Law 115-123.

DEO will execute subrecipient agreements with selected applicants, who will complete projects and/or deliver services. Subrecipients must certify that they have, or will develop and maintain, the capacity to carry out mitigation activities in a timely manner and that they have reviewed the requirements of 84 FR 45838-45871. The program contact *for subrecipients, applicants, or their designees only* is:

Attention: Office of Long-Term Resiliency
Florida Department of Economic Opportunity
107 East Madison Street
Caldwell Building, MSC 400
Tallahassee, FL 32399-2100
(833) 347-7863
cdbg-mit@deo.myflorida.com

2.12 Equal Opportunity

Federal policies ensure that no person be excluded, denied benefits or subjected to discrimination on the basis of race, color, national origin, sex, disability or age under any program funded in whole or in part by CDBG-MIT funds. DEO and subrecipients may not discriminate in any of the following areas: deciding who will be admitted, or have access, to any CDBG-MIT funded program or activity; providing opportunities in, or treating any

person with regard to, such a program or activity; or making employment decisions in the administration of, or in connection with, such a program or activity.

DEO requires any entity receiving assistance through CDBG-MIT grant to comply with the Part 3 requirements herein. In addition, DEO and subrecipients must administer and fund programs that are in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations, and will affirmatively further fair housing.

DEO requires subrecipients to certify that they have adopted and are enforcing policies that: 1) prohibit the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations and 2) prohibit physically barring entrance to or exit from a facility or location that is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

Any person who believes he or she, or any specific class of individuals, has been subjected to unlawful discrimination may file a complaint regarding the alleged discrimination with:

Office for Civil Rights
Florida Department of Economic Opportunity
107 East Madison Street
Caldwell Building, MSC 150
Tallahassee, FL 32399-4129
(850) 921-3205
Civil.Rights@deo.myflorida.com

Atlanta Regional Office of FHEO
U.S. Department of Housing and Urban Development
Five Points Plaza
40 Marietta Street, 16th Floor
Atlanta, GA 30303-2806
(404) 331-5140
ComplaintsOffice04@hud.gov

Further information about eligibility for filing an equal opportunity complaint, time limits, instructions, and procedures may be found at:

<http://www.floridajobs.org/office-directory/office-for-civil-rights/about-our-services/discrimination-complaints>.

2.13 Conflict of Interest

State officials and employees, DEO employees, subrecipients, contractors and consultants who exercise functions with respect to CDBG-MIT activities or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, are prohibited from receiving any benefit from the activity either for themselves or for those with whom they have family or business ties, during their tenure.

For purposes of this section, “family” is defined to include parents (including mother-in-law and father-in-law), grandparents, siblings (including sister-in-law and brother-in-law) and children of an official covered under the conflict of interest regulations at 24 CFR 570.489(h).

Per 24 CFR 570.489(h)(2) - Conflicts prohibited: Except for eligible administrative or personnel costs, the general rule is that no one who exercises or has exercised any functions or responsibilities with respect to CDBG-MIT activities assisted under this subpart 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 or benefit from the activity, or have an interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

Per 24 CFR 570.489(h)(4) - An exception to the conflict of interest provision may be granted after it is determined that such an exception will serve to further the purpose of the Act and the effective and efficient administration of the program or project of the state or unit of general local government as appropriate. An exception may also be granted should it be determined that all of the concerns generated by the potential conflict of interest have been adequately and publicly addressed and that an exception would serve to further the purposes of Title I of the Housing and Community Development Act of 1974 and the effective and efficient administration of the program. No party will enter into a conflict of interest until a request for an exception has been granted by DEO.

2.14 Anti- Fraud and Compliance Policies

HUD requires policies to prevent fraud, waste and abuse. DEO is committed to aggressively detecting and eradicating fraud, waste and abuse to ensure that DEO-administered programs provide services to customers effectively and efficiently and that taxpayer funds are protected. Each employee, customer and partner has a role and responsibility to ensure that program and service delivery is in compliance with local, state and federal laws and policies and that any incidents are reported immediately for investigation and resolution.

DEO has established procedures for verifying the accuracy of information provided by subrecipients and participants. The program will investigate all allegations regarding eligibility, disbursement of funds or any other allegations of fraud or noncompliance. As appropriate, the DEO will assist federal, state and local agencies in investigations.

Instances of suspected fraud, waste and abuse should be reported by contacting Constituent Management Services staff, submitting information via the Report Fraud, Waste or Abuse online form (<http://floridajobs.org/rebuildflorida/report>); or by sending an e-mail to: cdbg-drantifraudwasteabuse@deo.myflorida.com.

All suspected cases of fraud will be taken seriously, and fraud complaints will be reported to ODR’s Compliance and Reporting Manager and DEO’s Office of the Inspector General at OIG@deo.myflorida.com. If DEO’s OIG determines that it is appropriate, it will coordinate its investigation with agencies such as the Florida Office of the Inspector

General, the Florida Office of the Attorney General, or the Florida Department of Business and Professional Regulation.

All substantiated cases of fraud, waste or abuse of government funds will be forwarded to the United States Department of Housing and Urban Development (HUD), Office of Inspector General (OIG) Fraud Hotline (phone: 1-800-347-3735 or email: hotline@hudoig.gov) and DEO's HUD Community Planning and Development (CPD) Representative.

2.15 Files, Records and Reports

DEO and subrecipients will maintain accurate files and records on its projects and DEO will retain all pertinent documentation for the grant between HUD and DEO. Compliance will be maintained in accordance with the reporting requirements as outlined in the DEO Policies and Procedures Manual.

All official records on project activities are maintained for a five-year period beyond the date of grant closeout.

2.16 Public Records

The Office of Disaster Recovery's Constituent Services Manager will act as a Public Record Division Liaison and is the primary contact for all public record requests regarding the Office of Disaster Recovery/Rebuild Florida Program. The Office of Disaster Recovery's Public Record Division Liaison will coordinate with the respective managers of each program to determine (1) what is and what is not a responsive record; and (2) where to find all responsive records.

Pursuant to Article 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, DEO is subject to Florida's public records laws. Accordingly, unless an exemption exists, all records produced or received pursuant to law or in connection with the official business of DEO can be requested and provided for inspection. Subrecipients participating in the GIP are also subject to Florida's public records laws. All public records requests made to DEO will be processed in accordance with DEO Administrative Policy 1.06, Processing Public Records Requests. Public records held by subrecipients may be requested by contacting the relevant subrecipient.

Detailed guidance on public records requests can be found in the following resources:

Florida Government in the Sunshine Manual:
[http://myfloridalegal.com/webfiles.nsf/WF/RMAS-9UPM53/\\$file/2015SunshineLawManual.pdf](http://myfloridalegal.com/webfiles.nsf/WF/RMAS-9UPM53/$file/2015SunshineLawManual.pdf)

Florida Public Records Law, Chapter 119, Florida Statutes:
http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0100-0199/0119/0119.html

2.17 Section 3

The Housing and Urban Development Act of 1968, Section 3, mandates that recipients of CDBG-MIT funding provide, to the greatest extent possible, training, employment, contracting and other economic opportunities to low and very low-income persons or business concerns that provide economic opportunities to LMI persons.

The Section 3 numerical goals are minimum targets that must be reached for HUD to consider a recipient in compliance. If an entity fails to fully meet the Section 3 numerical goals, it must adequately document the efforts taken to meet the numerical goals. The minimum numerical goal for employment is 30% of the aggregate number of new hires must be Section 3 residents, annually; i.e., three out of 10 new employees needed to complete a Section 3 covered project / activity must be Section 3 residents. The minimum goals for contracting are:

- 10% of the total dollar amount of all Section 3 covered contracts for building trades work for maintenance, repair, modernization or development of public or Indian housing or building trades work arising in connection with housing rehabilitation, housing construction and other public construction, must be awarded to Section 3 businesses; and
- 3% of the total dollar amount of all non-construction Section 3 covered contracts must be awarded to Section 3 businesses.

2.18 Environmental Review

All CDBG-MIT and related activities are subject to the provisions of the National Environmental Policy Act of 1969 (NEPA), as well as the HUD environmental regulations provided in 24 CFR part 58. The primary purpose of these regulations is to protect and enhance the quality of the natural environment. To meet these requirements, the subrecipient is responsible for ensuring that environmental reviews are completed for all projects. The environmental review *must* be completed prior to any funds being allocated toward a project.

The GIP environmental review is a separate and distinct review from any other review. Other previously performed environmental reviews may not satisfy the program's requirements. If an environmental condition identified on a proposed GIP activity site cannot be cleared, the site may not be an eligible location for activities.

DEO currently has staff that will oversee environmental compliance. Additionally, the current staff may be augmented by external vendors procured through competitive solicitation.

2.19 Program Income

This program will not create program income.

Part 3 - Subrecipient Information

DEO will use a subrecipient model to deliver the GIP. Awardees will be selected through a competitive RFA process. This program is not a direct grant program. No funds will be paid directly to individuals.

3.1 Eligibility

Entities that are eligible to apply include:

- Municipalities;
- Counties;
- State agencies;
- Non-profits that apply in partnership with their local municipality/county or state agencies; and
- Non-governmental agencies that apply in partnership with their local municipality/county or state agencies.

To be eligible for funding, a grant application must:

1. Be in conformance with the State Mitigation Plan and Local or Tribal Mitigation Plan approved under 44 CFR part 201.4; or for Indian Tribal governments acting as grantees, be in conformance with the Tribal Mitigation Plan approved under 44 CFR 201.7;
2. Have a beneficial impact upon the designated disaster area;
3. Meet a National Objective;
4. Consider the following for any infrastructure project that encompasses flood mitigation: high wind, continued sea level rise and ensure responsible floodplain and wetland management based on the history of flood mitigation efforts and the frequency and intensity of precipitation events;
5. As a condition of consideration for project funding, applicants will be required to identify their plans for funding operations and maintenance costs (when applicable). Long-term maintenance and operating costs are ineligible under CDBG-MIT funding except as identified at 84 FR 45838 Section V.A.9.
6. Be cost-effective and substantially reduce the risk of future damage, hardship, loss or suffering resulting from a major disaster. The grantee must demonstrate this by documenting that the project:
 - a) Addresses a problem that has been repetitive or a problem that poses a significant risk to public health or safety if left unsolved;
 - b) Will not cost more than the anticipated value of the reduction in both direct damages and subsequent negative impacts to the area if future disasters were to occur;

- c) Has been determined to be the most practical, effective and environmentally sound alternative after consideration of a range of options;
 - d) Contributes, to the extent practicable, to a long-term solution to the problem it is intended to address; and
 - e) Considers long-term changes to the areas and entities it protects and has manageable future maintenance and modifications requirements.
7. Include evidence of meeting the public notice requirement, as outlined below and in the Application Instructions & Checklist, Appendix A.

3.2 Public Notice Requirement

All applicants must receive public input on their application by abiding by one or both of these new notice formats:

Option 1 - Post information about the project on your public website and allow for a 14-day public comment period. Posted information should include:

- The type/s of project/s to be undertaken;
- The source (i.e., CDGB-MIT funds);
- The amount of funding being requested;
- The date by which comments must be made;
- A contact person for a copy of the proposed application; and
- Accommodations for non-English-speaking citizens

Provide documentation that the needs of non-English speaking citizens have been met wherever a significant number (5% or more) of non-English speaking citizens might be reasonably expected to participate. All information posted will need to be translated into Spanish and Creole.

*Applicants who do not to provide translations of the public notice in Spanish and/or Haitian Creole, must submit language-spoken demographic data from the Census or another reliable resource with their application. This data must prove that less than 5% of applicant's area of benefit population speaks Spanish or Haitian Creole

A copy of the webpage showing the public notice and a copy of any public comments received must be submitted with your application per instructions provided.

Option 2 - Host a virtual or in-person public meeting with city, county and tribal governments. Applicants should supply the same documentation that would normally be required to demonstrate that a meeting was held, including:

- A public meeting notice, posted at least five days prior to the meeting;
- A sign-in sheet; and
- Meeting minutes

The meeting notice should be posted in a newspaper of general circulation and to applicant's website and must include:

- The type/s of project/s to be undertaken;
- The source; (i.e., CDGB-MIT funds);
- The amount of funding being requested;
- The date by which comments must be made;
- A contact person for a copy of the proposed application; and
- Accommodations for non-English-speaking citizens

Provide documentation that the needs of non-English speaking citizens have been met wherever a significant number (5% or more) of non-English speaking citizens might be reasonably expected to participate. All information posted will need to be translated into Spanish and Creole. (The translated notice/s may be sourced from Google Translate.)

*Applicants who do not to provide translations of the public notice in Spanish and/or Haitian Creole, must submit language-spoken demographic data from the Census or another reliable resource with their application. This data must prove that less than 5% of applicant's area of benefit population speaks Spanish or Haitian Creole

A copy of the webpage showing the public notice and a copy of any public comments received must be submitted with your application per instructions provided.

Applicants must provide for a 10-day public comment period, which must be published prior to the submission of the application.

3.3 Request for Applications (RFA)

The application submission cycle for GIP funding will open on June 11, 2021 and will end on September 10, 2021. To register, applicants should open this [link](#). A contact name and email address will be requested. Once registered, the applicant will be emailed an individualized application weblink. The application packet will be available from the CDBG-MIT website beginning on June 11, 2021.

3.4 Application Process

Eligible applicants are being invited to submit applications proposing GIP projects for funding through the CDBG-MIT program. Responses will be evaluated to ensure the proposed projects meet the minimum criteria as outlined in the application materials provided in Appendices A - G of these Guidelines. Responses that meet minimum threshold requirements will then be evaluated according to the scoring criteria listed in Part 4. The following appendices are included in these Guidelines:

- Appendix A – Application Instructions and Checklist;
- Appendix B – Completed Sample Application;
- Appendix C – Implementation Plan;
- Appendix D – Budget Template;
- Appendix E – Social Vulnerability Index Variables; and

- Appendix F – Social Vulnerability Index Map
- Appendix G – Public Notice Compliance

3.5 Application Requirements

Applications must, at a high level*, describe the project being proposed and address how and why it needs to be created, updated or integrated to mitigate risks attributable to threats identified in the State of Florida Action Plan Risk-Based Mitigation Needs Assessment. Projects must also include a proposed budget with a detailed description of anticipated costs by category, including support services, program management and administration. Explanations of how funding request amounts were determined must be included. Evidence of meeting the public notice requirement, as outlined in Section 3.2 and the Application Instructions & Checklist, Appendix A, must be included.

*Application requirement *specifics* are delineated in Part 4 of these Guidelines and in Appendices A – G.

Responses may include proposed subrecipient partnerships with public, private or non-profit entities to deliver GIP projects. If an applicant intends to utilize a partnership to complete a project, the response must document how partners will be selected. Any entity that is listed as excluded, debarred or suspended on the System for Award Management (<https://sam.gov/SAM/>), including affiliated businesses with the same Employer Identification Number (EIN), is not eligible to receive GIP funds and may not be selected as a subrecipient, partner, subcontractor or vendor.

Applications will be evaluated to determine the mitigation value and cost effectiveness of the proposed project. A national Objective must be met and the applicant's planning strategy and management capacity must be evident.

3.6 Applicant Review Process Responsiveness

During the application review process, applicants are required to respond in a timely manner to DEO requests for information/materials to complete the evaluation process. Any request for additional information will include a definitive due date for return of requested information. If the applicant needs an extension, a clarification or assistance, the applicant may make its request within the allotted response timeframe. If an applicant fails to provide the requested information/materials or fails to ask for an extension or assistance, the applicant's response will be closed and disqualified.

Part 4 - Scoring

4.1 Award Determination

DEO will apply a two-phase process to review applications:

1. Phase One: Applications will first be evaluated for **Mandatory Threshold Compliance Criteria, Table 5**. This phase is unscored. DEO will further review only the applications that pass Phase One.
2. Phase Two: If the Mandatory Threshold Criteria is in compliance, the second phase of the review process will be initiated. Applications will be reviewed and scored based on **Scoring Criteria Evaluation Rubric, Table 6**.

Only the application itself (including requested attachments) will be scored. Any documents submitted with the application *that were not requested* will not be scored. The evaluation team will consist of CDBG-MIT staff who will independently and objectively score applications consistent with the Scoring Criteria Evaluation Rubric. The reviewers' scores will be averaged to determine a final score for each application.

Each element of the Scoring Criteria Evaluation Rubric has a value associated with it. A potential maximum of 150 points may be awarded. If eligible responses exceed available funding, applicants will be funded in rank order based on evaluation scores. DEO reserves the option to fund all, a portion of or none of each application submitted by an applicant.

Applicants will be notified that their application was submitted successfully via email.

Table 5: Mandatory Threshold Compliance Criteria

Threshold Criteria – Part A
Application is signed and complete.
Application was submitted on time.
Public Notice documents were submitted on time.
Applicant is an eligible UGLG, state agency, or non-profit or non-governmental entity that applied in partnership with a UGLG or state agency.
Applicant's project benefits HUD and/or state-identified MID areas.
Applicant meets either LMI or Urgent Need National Objective Requirement

Table 6: Program Scoring Evaluation Rubric

Available Points	Scoring Categories	Evaluation Rubric
20 pts	Project Description	Write an overview/summary, not to exceed 2,500 words, of the project being proposed. 1) State the project purpose and include a description of the proposed activity. 2) Specify the risk(s) that will be mitigated by completion of this project. 3) Explain the use of natural infrastructure in the project, if applicable. 4) Describe how the work will be done and the team that will do it. 5) Describe anticipated outcomes. 6) Describe how the project will be maintained after it is completed.
20 pts	Community Value	Describe, in 1,500 words or less, the proposed activity's value to the community in normal circumstances and in times of natural disasters. Specify which of the seven community lifelines will be served by completion of this project. Indicate how this project will enhance regional and/or multijurisdictional community resilience.
15 pts	Capacity Plan	Provide a strategic plan overview of 1,500 words or less that addresses goals, project beneficiaries, the work plan, (major tasks and deliverables), resources (staffing and budget) and monitoring/quality controls. Describe any community partnerships and roles. Identify the staff members who will be responsible and/or positions that will be filled for the GIP project management and maintenance. Provide a short profile on each person on your current staff who perform project-related tasks and a brief position description for any new hires who will be assigned to project work.
10 pts	Implementation Plan	Use the Implementation Plan Template provided in Appendix D to prepare a chronological timeline for the entire life of the project that organizes work into logical, manageable tasks and deliverables. Allow time for environmental reviews, permitting, etc.
10 pts	Budget	Include your project budget using the Budget Worksheet provided as Appendix D and also on Page 69 of the GIP Application in Appendix B. The project budget must be cost-reasonable, appropriate and accurate. Budgeted items must be consistent with the project description and tasks. The funding requested must be \$2,000,000 or more and may not exceed \$175,000,000. Ensure there is no duplication of benefits and that funding amounts requested are explained/justified.
10 pts	Leveraged Dollars	If your project involves the qualified use of matching or leveraged funds or services, (see Part 5 in these Guidelines), describe the specifics of leveraged fund/service usage. Distinguish leveraged dollars received verses leverage dollars anticipated, Ensure there is no duplication of benefits. The scoring criteria is as follows: less

		than 5% = 0 pts; 6% - 20% = 2pts; 21% - 35% = 4pts; 41% - 50% = 6pts, 51% - 65% = 8 pts; 66% or more = 10pts.
10 pts	MID Areas	HUD MID areas are determined through federal designation. DEO does not have input on the designation of HUD MID areas. State-identified MID areas were identified by the state of Florida as areas of need that were not specified by HUD. State MID areas include counties that were eligible for FEMA Individual and Public Assistance Categories A-G in presidentially-declared counties for each of the included storms. Projects in HUD MID areas will receive 10 points. Projects in State MID areas will receive five points.
30 pts	Overall LMI Benefit	Provide the specific block groups for the project area of benefit. Projects that benefit areas comprised of higher percentages of LMI individuals will be awarded a higher score than projects with lower percentages. For example, if the service area LMI is 65%, DEO will multiply this percentage by 30 (the maximum amount of points available) to receive a final LMI score of 19.5 points. The LMI percentage will be calculated by DEO using the formula outlined on the CDBG LMI Data website: https://www.hudexchange.info/programs/cdbg/cdbg-low-moderateincome-data/
10 pts	Social Vulnerability	<p>The Hazard and Vulnerability Research Institute's Social Vulnerability Index (SoVI®) measures the social vulnerability of U.S. counties to environmental hazards. This index synthesizes 29 socioeconomic variables that impact a community's ability to prepare for, and respond to, disasters. The index of variables includes, but is not limited to, age, sex, race, income and unemployment rate. A map and full list of variables is located in Appendix E. If your project area of benefit crosses county boundaries we will award points based on the higher scoring county.</p> <p style="text-align: center;">Points Available Based on SoVI® Score</p> <p style="text-align: center;"> 2 pts = Low (Bottom 20%) 4 pts = Medium Low 6 pts = Medium 8 pts = Medium High 10 pts = High (Top 20%) </p>

15 pts	Special Designations	If your project will benefit one of the following special designations, identify the designation: An Area of Critical State Concern according to Florida Statutes 380.05; a Rural County as defined by the Office of Management and Budget; or a Fiscally-Constrained County according to Florida Statutes 218.67. Five points will be awarded for each special designation in your service area.
150 pts		Total maximum score

4.2 Technical Assistance

DEO is hosting a webinar and one-on-one phone calls or web meetings to provide an overview of these Guidelines and the application process. Sign-up for these calls will open on a first-come-first serve basis. Technical Assistance calls will begin after the initial webinar. Assistance is also available throughout the lifecycle of the program by sending inquiries to the Mitigation email inbox @ cdbg-mit@deo.myflorida.com.

Awarded Subrecipients will receive technical assistance from DEO and its designated partners as related to CDBG-MIT requirements and compliance. Assistance will also be provided as a result of monitoring activities and at subrecipient request.

4.3 Subrecipient Responsibilities

Awarded projects become Subrecipients and have the following responsibilities and must:

- Demonstrate how the proposed project meets one or both of the national objectives;
- Submit an accurate account of how the absence of the project being requested has affected the community's critical services during disasters;
- Submit a detailed scope of work;
- Provide evidence that selected site has appropriate environmental approvals;
- Enter into a subrecipient agreement with DEO specific to the GIP;
- Comply with all terms and conditions of the subrecipient agreement, GIP guidelines, Mitigation Action Plan and applicable federal, state and local laws;
- Develop policies and procedures to detect and prevent fraud, waste and abuse that describe how the subrecipient will verify the accuracy of information and report instances of suspected fraud, waste or abuse;
- Follow a detailed citizen participation plan that satisfies the requirements of 24 CFR 570.486;
- Develop policies and procedures for complaints and grievances and for appeals. These policies and procedures must be made available to participants and participant applicants;

- Update application or program policies and procedures upon DEO request;
- Document all complaints, grievances and appeals received. To comply with HUD requirements, a response to each complaint, grievance or appeal must be made within 15 working days of receipt;
- Maintain organized files and make them accessible to DEO or its representatives upon request;
- Maintain books, records and documents relating to the GIP in accordance with generally-accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this program. All records must be maintained for five years beyond the closeout of the grant;
- Retain sufficient records to document program activities, participants and services and to demonstrate compliance with the GIP Program Guidelines, subrecipient agreement and applicable federal, state and local laws and regulations. All records must be maintained for five years beyond the closeout of the grant;
- Ensure that any partners, subcontractors, vendors or other entities to whom the subrecipient intends to disburse GIP funds are not listed as excluded, debarred, or suspended on the System for Award Management (<https://sam.gov/SAM/>), including affiliated businesses with the same EIN;
- Comply with the requirement that subrecipients will not carry out any of the activities under their agreement with DEO in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974;
- Provide a detailed timeline for implementation consistent with the milestones outlined in these GIP Program Guidelines and report actual progress against the projected progress on a monthly basis;
- Provide a quarterly report to DEO that outlines the activities completed in the previous quarter.
 - The report must include financial metrics that demonstrate the implementation costs to date with projected spending.
 - Reporting must include documentation of the number of complaints received, the nature of the complaint, and that complaint was responded to within 15 days of receipt.
 - Additional quarterly reporting requirements may be required, depending on the specific program design implemented by a subrecipient.
- Provide a monthly report to DEO that details the grant funding approved versus funding disbursed;
- Monitor compliance with the terms and conditions of the subrecipient agreement; and

- Maintain organized files and make them accessible to DEO or its representatives upon request.

4.4 Compliance and Monitoring of Subrecipients

As a recipient of federal funds, DEO is charged with ensuring that any subrecipient has the capacity and means to deliver projects and services and that the costs of its activities are allowable, reasonable and necessary. Therefore, each subrecipient assessed by DEO must demonstrate the organizational capacity and implementation experience necessary to deliver services. Each subrecipient must meet performance metrics for implementation. Additionally, all subrecipients will be subject to routine monitoring and compliance review by DEO or its representatives based on an initial risk analysis. Monitoring will include:

- Evaluation of the subrecipient's organization, procurements, policies and procedures, and any cross-cutting federal requirements;
- Compliance with the Stafford Act (i.e., no duplication of benefits);
- Allowable, necessary and reasonable cost standards;
- Financial management, file management and documentation;
- National objective compliance; and
- Reporting and compliance with these Guidelines, the Subrecipient Agreement and any applicable laws and regulations.

DEO will monitor the GIP directly and through designated partners. This includes verification of official documents against state records, review of application materials and expense documentation, and physical site visits to verify compliance and appropriate use of funds. Additional reviews may be conducted by HUD. Monitoring reviews may be announced or unannounced. Monitoring may take place on site or remotely. Reviewed documentation may be randomly selected. Project applications and documentation must be maintained and made available by subrecipients. All monitoring results will be recorded in detail for program compliance and use of funds.

Any issues of non-compliance may be categorized as either findings or observations. Subrecipients found to be non-compliant, or who received funds in error, may be required to repay grant funds to the state of Florida, in accordance with the subrecipient agreement.

4.5 Construction Regulations

The Davis-Bacon Act (DBA) applies to all construction contracts greater than \$2,000 unless the program's authorizing legislation contains exceptions. It requires that all workers or mechanics working on projects covered by the Act be paid minimum hourly wages and fringe benefits according to the wage decision(s) applicable to that contract. If any portion of a contract requires DBA, then all work performed under the contract is subject to DBA. Work done by a local government's employees (force account) is not subject to DBA.

Additionally, contractors must comply with the Contract Work Hours and Safety Standards Act (CWHSSA) and the Copeland Anti-Kickback Act (Copeland Act). CWHSSA requires that, for any project in which the prime contract exceeds \$100,000, workers must be paid one-and-one-half their normal hourly rate for any hours worked in excess of 40 hours weekly, based on a workweek of seven consecutive days. The Copeland Act prohibits any person from inducing a worker on a federally-funded project to give up any part of the compensation to which the worker is entitled. No payroll deductions are permitted that are not specifically listed in the Copeland Act unless the contractor has obtained written permission from the employee as specified in 29 CFR 3.5 for otherwise permissible payroll deductions.

4.6 Appeals

Informal Appeals

Appeals may be filed only upon the deliverance of an adverse program decision regarding eligibility, benefits, or closure of an application. Appeals must be filed within the parameters set by this appeals procedure. Participants may not appeal program policy. If an applicant is denied program services or benefits and desires to appeal, an appeal may be filed with DEO as follows:

1. All appeal letters must be submitted in writing within 30 days of the date of the denial letter via:
 - U.S. mail to:

Office of Long-Term Resiliency, Appeals Team
Florida Department of Economic Opportunity
107 East Madison Street
Caldwell Building, MSC 160
Tallahassee, FL 32399
 - Email to:

cdbg-drappeals@deo.myflorida.com
2. All appeal letters must include:
 - The reason for the appeal;
 - A clear explanation that describes the evidence that the denial was contrary to applicable laws or regulations or in some other way inequitable;
 - The reason that the applicant is eligible for the service or benefit that was denied, delayed, reduced, modified or terminated;
 - The proposed remedy sought by the applicant;
 - Name, contact address and contact telephone number of entity filing appeal; and
 - Signature and date.

An appeal initiated by an applicant with DEO must follow written appeal procedures, which may include, but not be limited to, informal hearings, third-party review or administrative review. A determination letter will be sent, post-appeal, to the entity that initiated the appeal. Applicants may contact DEO for more information on the appeal procedure.

Formal Appeals /Notice of Administrative Rights

Any person whose substantial interests are affected by DEO's determination has the opportunity for an administrative hearing pursuant to section 120.569, Florida Statutes. For the required contents of a petition challenging agency action, refer to rules 28-106.104(2), 28-106.20(2), and 28-106.301, Florida Administrative Code.

Depending on whether material facts are disputed in the petition, a hearing will be conducted pursuant to either sections 120.569 and 120.57(1), Florida Statutes, or sections 120.569 and 120.57(2), Florida Statutes. Pursuant to section 120.573, Florida Statutes, and Chapter 28-106, Part IV, Florida Administrative Code, mediation is available to settle administrative disputes. Any petition must be filed with the Agency Clerk within 30 calendar days of receipt of DEO's determination

If an applicant files a request for reconsideration or informal appeal, the requirement to timely file a petition challenging agency action will be tolled until a decision under either method is rendered by the Department. At that time a new appeal window will begin. No applicant will lose their rights under Chapter 120, Florida Statutes, by filing a request for reconsideration or request for informal appeal.

Any petition must be filed with the Agency Clerk within 30 calendar days of receipt of this determination. A petition is filed when it is received by:

Agency Clerk
Department of Economic Opportunity
Office of the General Counsel
107 East Madison Street, MSC 110
Tallahassee, Florida 32399-4128
Fax: (850) 921-3230
Email: Agency.Clerk@deo.myflorida.com

Part 5 - Financial

5.1 Eligible & Ineligible Costs

All costs must be CDBG-MIT eligible. All costs must comply with the requirements of 24 CFR 570 and 2 CFR 200.

Eligible costs for the GIP include, but are not limited to:

- Training;
- Materials and supplies related to GIP activities;
- Construction costs;
- Rehabilitation or construction of stormwater management systems;
- Improvements to drainage facilities;
- Support services;
- Participant outreach;
- Program management; and
- Program administration*.

*Administrative costs must be: 1. Allowable, reasonable and necessary and 2. Directly related to the project [invoicing, providing documentation, tracking expenditures, copying costs, postage]. Indirect cost recovery is not allowable under the CDBG-MIT program.

Ineligible costs for the GIP include, but are not limited to:

- Material or supply costs unrelated to GIP activities;
- Furnishings and personal property, including motor vehicles and fixtures;
- Costs incurred prior to the date of execution of a subrecipient agreement;
- Political activities or lobbying;
- Payments to a for-profit business while that business or business owner is the subject of unresolved findings for non-compliance with CDBG assistance; and
- Any costs determined as unallowable or ineligible pursuant to applicable state or federal laws or regulations, or guidance from HUD, DEO or any applicable state or federal agency.

5.2 Funding Method

Funding will be provided monthly on a cost reimbursement basis upon completion of agreed upon deliverables. Subrecipients must verify all documentation and costs before submission for cost reimbursement to DEO. Subrecipients must provide required reporting and supporting documentation to be reimbursed.

5.3 Supplanting Funds

Subrecipients must agree to utilize GIP funds to supplement rather than supplant funds otherwise available. Subrecipients must document that GIP funds awarded are above and beyond any annual appropriations that are provided for the same purpose. GIP funds may be utilized after all other funds available to provide benefits to the participant for the same purpose have been expended. Any supplanting of funds will be treated as a duplication of benefits or fraud, waste and abuse, and is subject to recapture under the terms of the subrecipient agreement.

5.4 Duplication of Benefits (DOB) Overview

Eligible applicants may have previously received assistance from other sources for the same purpose as the GIP. Under the requirements of The Robert T. Stafford Disaster Assistance and Emergency Relief Act, as interpreted and applied by HUD, DEO, and its subrecipients must consider certain aid received by a person or entity in determining the amount of assistance which can be granted. DEO and subrecipients must follow HUD's DOB Guidance. Applicants must provide any information on benefits received that may create a DOB to the appropriate subrecipient. The subrecipient must perform due diligence verification of DOB information.

The Supplemental Appropriations Act authorizing CDBG-MIT funding and the Stafford Act include restrictions on using CDBG-MIT program funds to provide assistance when insurance providers or other federal or state entities have already funded all or a portion of the activity. The Stafford Act also contains eligibility requirements for recipients who have received prior disaster funding based upon whether they are in compliance with requirements associated with receipt of those funds. When applicable, recipients must be in compliance with these restrictions or funding will be denied. Participants must report all financial assistance, including:

- Local, state, or federal programs;
- Private or non-profit charitable organizations; and
- Any other assistance received for the purpose for which the participant is applying for, and receiving, funding or services.

Funds provided by any federal, state or local government entity, or non-profit or private source intended for the same purpose as the GIP are considered a DOB and under federal law *must* be deducted from the assistance provided by the GIP. Any additional funds paid to participants for the same purpose as the GIP after the GIP services are completed *must* be returned to DEO. Participants in the GIP must agree to repay any duplicative assistance considered a DOB.

5.5 Subrogation

Subrogation is a legal doctrine that allows one person to take on the rights of another. In the context of mitigation grants, a GIP participant must enter into a subrogation agreement in which the funding agency (DEO) obtains the right to collect any additional

mitigation payouts the participant receives for the same purpose after the participant has entered into a grant agreement for GIP benefits.

All duplicative funding received must be remitted to or accounted for by the program, regardless of when it is received by the entity. If an entity receives additional funding for the same purpose as the GIP award, including after the GIP award is executed or GIP services are completed, the entity is required to report the additional funding to the program.

By accepting the award, subrecipients agree that they will report any duplicative funds to the program whenever received. Upon receipt of a report that additional benefits have been received, the program will recalculate the entity's award and provide instructions as to whether the award will be reduced by such amount, or whether the entity must remit such amounts to the program as reimbursement (when additional assistance is received after program disbursements). Each subrecipient will execute and be bound by a subrogation agreement.

Subrecipients must agree to subrogate (commit to the state of Florida) any future payments they may receive after award from any sources that represent a potential DOB. The subrogation agreement requires the applicant to notify DEO if additional funds are received and to assist DEO in collecting any amounts owed to it from these sources. All parties shall comply with standard anti-fraud measures.

DEO will exercise all normal due diligence in collection of amounts owed through contact with awardees and will pursue investigation and collection efforts which may include demand letters, small claims court, filing of judgments, and/or other collection activity. Collection activity following demand letters will be determined in consultation with DEO and/or the Florida Attorney General's Office.

5.6 Budget

CDBG-MIT funds may be used to meet the local share of a matching requirement, or of cost-sharing or other contribution for federal or state grant programs if the funds are used to carry out an eligible GIP mitigation activity. Funds may be matched from mitigation grants administered by FEMA and the United States Army Corps of Engineers. (The maximum amount for the US Army Corps of Engineers is \$250,000.) Activities that are funded with match dollars must meet the eligibility requirements of the CDBG-MIT program and the federal program that is being supported with CDBG-MIT funds.

Applicants should describe how they will seek to maximize the outcomes of investments and the degree to which CDBG-MIT funds will be leveraged, including through public-private partnerships and other federal, state, local, private and nonprofit sources to generate more effective and comprehensive mitigation outcomes. Leveraged funds for each activity must be identified in the Disaster Recovery Grants Reporting system.

Although there is not a requirement for local match, GIP grants may or may not cover the full cost of all infrastructure activities for projects. Applicants should expect to contribute resources to complete a successful project.

5.7 Procurement Requirements

Federal, state and local procurement rules apply when purchasing services, supplies, materials or equipment. DEO and all subrecipients must abide by the procurement process mandated by federal and state government codes as they are applicable to the GIP. The procurement process includes the decision to purchase as well as the process to complete the purchase.

The federal government has established a set of procurement rules in 2 CFR Part 200 that apply to CDBG-DR projects. 24 CFR 570.502 requires compliance with 2 CFR Part 200 for CDBG-DR projects, with certain limited exemptions (see also 24 CFR 85.36 and 24 CFR 84.40-48, as applicable). These rules are in place to ensure that federal dollars are spent fairly and encourage open competition for the best level of service and price. If a conflict between federal and local procurement regulations should occur, the more stringent regulation will be followed.

Appendix A – Application Instructions & Checklist

Rebuild Florida GIP Checklist



Project Name: _____

This Checklist is designed to aid the applicant through the application process. As such, it does not need to be submitted with the completed application to DEO.

✓ <u>Application Information Required</u>	
	Application is signed, dated and complete
	FEIN and DUNS numbers are provided
	Application is from an eligible UGLG, state agency, or non-profit or non-governmental entity that applied in partnership with a UGLG or state agency
	Project title, primary contact name, address and contact methods are provided
	Secondary contact name, address and contact methods is provided
	Project is clearly described with the site address listed
	Project meets National Objective Criteria
	Project addresses what risks will be mitigated
	Project addresses the community lifelines being served
	Project demonstrates how it will enhance community resilience
	Project's goals, beneficiaries, work plan, resources, and monitoring/quality controls are identified
	Staff members and their responsibilities are identified
	Contractors or third-party entities are identified
	The Implementation Plan Template is completed and attached to the application
	Public Notice (PN) Documents have been submitted (this includes translations)
	The Budget Template is completed and attached to the application
	This project has no duplication of benefits
	Leveraged funds/ service usage is outlined in the application
	Each county that benefits from this project is selected
	Application identifies the LMI Census Tract and block groups numbers the project area will benefit
	Special designations, if applicable, are identified within the application
	Compliance and Maintenance Agreement sections are completed

Filling out the Rebuild Florida Mitigation GIP Application

Applicant Information:

1. First write in the GIP project title under “Official Project Title”.
2. Under Local Government Information, fill in the official applicant entity name, meaning the primary UGLG, agency or entity who is applying for this program. Use your official entity name, as this will be the name used for disbursing funds.
3. Next fill in the primary and secondary project contact name, title, e-mail, mailing address and phone number. These people will be the first individuals to be contacted by DEO regarding the proposed GIP project, should the need arise.
4. Provide a secondary contact name, title, e-mail, mailing address and phone number.
5. Be sure to fill in both the entity’s FEIN and DUNS number.
6. Lastly, if there are any other UGLG, agencies, or entities who are co-applicants for this proposed project, list their official entity name, person of contact name and email.

Project Description:

1. Attach a word document titled: EntityNamePD_GIP of the project overview that is not to exceed 2,500 words. An example of the document title being submitted by the Leon County City Fire Department would look like: LeonCountyFirePD_GIP

Community Value:

1. In a zip folder, attach a Word document titled: EntityNameCV_GIP of the overall community value of the proposed project without exceeding 1,500 words. You will also need to submit photographs of both the interior and exterior views of the project area or site. Attach these photos through a zip folder with your word document included. The zip folder will be titled with your EntityNameCV_GIP.
2. A maximum of ten (10) photographs of the project area or site may be submitted per application. Photos must be clear and in focus, in color, taken at a high resolution and saved as .jpeg files. For printed applications, photos must be at least 4”x6” in size.
3. Please see this link to create zip files: <https://support.microsoft.com/en-us/help/14200/windows-compress-uncompress-zip-files>

Capacity Plan:

1. Provide a plan overview, not to exceed 1,500 words, that outlines your proposed GIP project. You will label the document titled: EntityNameCP_GIP.

Public Notice

1. Attach a zip folder all relevant Public Notice Information including translations and any related documents. You will label the document EntityNamePN_GIP.

Implementation Plan:

1. Use the provided Implementation Plan template found in Appendix C of the GIP Guidelines to fill out the information. Rename the template: EntityNameIP_GIP.
2. You will fill out the timeline to outline the proposed project's life, accounting for manageable tasks and deliverables with approximate dates included.

Implementation Plan Template Instructions:

Enter project name, official applicant entity name and primary contact name and phone number in the header space at the top of the template. You will also enter the Public Notice dates for your proposed project. This template is customizable to fit your project. Feel free to edit the segments and add notes when needed.

1. The “Milestones and Tasks” box should list the major manageable tasks and deliverables of the proposed project and include the entire life of the project. Enter the approximate start and end dates of each task and/ or deliverable under the tabs “Start” and “End”. “Duration” encompasses the number of days the task runs for. Excel should already calculate the duration based on the start and end dates you enter. If this is not the case, enter in the number of days as the duration of each task and/ or deliverable. Label each task and/ or deliverable appropriately under the “Label” section.

Milestones and Tasks				
Activity	Start	End	Duration	Label
Project Start (Milestone 1)				
Task 1	02/03	03/03	29	Environmental Review
Task 2	03/03	04/03	31	Engineering Design
Task 3	04/04	05/04	61	Site Development

a. Within the “Tasks” row, there are 9 available slots for project timeline tasks. When adding/changing tasks within the row, select the row (select the values under “Start” to “Label”).

b. Follow these guidelines for customizing your timeline. You may add lines within the “Tasks” section below existing tasks by highlighting the complete box rows, right click, select “Insert...”, a dialogue box will appear, select “Shift cells down”, select “Ok”. This will shift all boxes below the selected row down the excel sheet.

2. The “Milestones” row may be used to list major project milestones such as the start or completion of the project. Any changes to this box can be made by following the directions described previously. The label for your new milestone will needed to be added in manually. Now enter in the title for this milestone.

Budget:

1. Use the provided Budget Worksheet found in Appendix D of the GIP Guidelines to fill out the information. Rename the template with your EntityNameBudget_GIP.
2. Select either Yes/No on whether your project includes a duplication of benefits. Any project that includes a duplication of benefits will not be eligible for this application.
3. Select either Yes/No on whether you anticipate on receiving any funds other than CDBG-MIT funds. If the answer is yes, then in the “Leveraged Dollars” section you will need to detail any application for funds and when those funds will be committed for your project. You will also need to include the percentage of the project covered by leveraged (non-CDBG-MIT) funds. Include the agency/ entity who the funds are coming from and the total amount.

Budget Template Instructions:

Enter project name, primary contact name and phone number and the official applicant entity name.

This template is customizable to fit the budget proposal for your project. Feel free to edit left-hand segments and add notes when needed.

If a section does not have enough cells for the category that you are working on, you can add additional cells by highlighting a complete row and right clicking. A dialogue box will appear that permits you to add a row of cells. Click “Insert” and then select either “Insert Above” or “Insert Below”, depending on where you would like the new row to be placed. The new row will appear above or below the row you highlighted.

1. On the left-hand side of the template there is a list of major project items. Beneath each major project are related sub-groups. You may edit each of these areas to fit your proposed budget plan. For example, if you do not have Drawings/ Blueprints, you may delete that row.
2. List anticipated and committed sources of other project funding sources in the “Sources of Other Funds” category. These funds are non-CDBG-MIT funds.

Include entities you have contacted, even if a funding commitment has not yet been made. Disclose the amount you requested or expect to receive. If you need to add rows in this section, follow the directions for adding rows outlined above.

3. Use the right-side "Justification" column to describe how funding requests were determined.

Leveraged Dollars:

1. If your project includes the use of matching or leveraged funds or services, read the GIP Guidelines, Part 5 to ensure these funds are eligible.
2. Describe the specifics of leveraged funds or services that your project will use in the space provided. Identify and answer:
 - a. Are there local or other funds available to address the proposed project in whole or in part?
 - i. If Yes, report all sources of funding, percentage of project the funding covers, and the amount available.
 - b. Disclose sources and uses of non-CDBG-MIT funds.
 - c. What other federal, state, and/ or local entities have you contacted concerning funding for the proposed project, and what were the results?
3. If your project does not involve matching or leveraged funds, then write "N/A" in this section.

County Selection:

1. This section pertains to the areas that benefit from your project. Select all counties your project benefits so that DEO may determine to what extent your project benefits MID, social vulnerability, rural, and fiscally constrained areas.
2. All Eligible Florida Counties: Alachua, Baker, Bradford, Brevard, Broward, Charlotte, Citrus, Clay, Collier, Columbia, DeSoto, Dixie, Duval, Flagler, Gilchrist, Glades, Hardee, Hendry, Hernando, Highlands, Hillsborough, Indian River, Lafayette, Lake, Lee, Leon, Levy, Manatee, Marion, Martin, Miami-Dade, Monroe, Nassau, Okeechobee, Orange, Osceola, Palm Beach, Pasco, Pinellas, Polk, Putnam, Sarasota, Seminole, St. Johns, St. Lucie, Sumter, Suwannee, Taylor, Union, Volusia, Wakulla
3. HUD MID areas: Brevard, Broward, Clay, Collier, Duval, Hillsborough, Lee, Miami Dade, Monroe, Orange, Osceola, Palm Beach, Polk, St. Johns, St. Lucie, and Volusia
4. State MID areas: Alachua, Baker, Bradford, Charlotte, Citrus, Columbia, DeSoto, Dixie, Flagler, Gilchrist, Glades, Hardee, Hendry, Hernando, Highlands, Indian River, Lafayette, Lake, Leon, Levy, Manatee, Marion, Martin, Nassau, Okeechobee, Pasco, Pinellas, Putnam, Sarasota, Seminole, Sumter, Suwannee, Taylor, Union, Wakulla
5. Rural counties: Baker, Bradford, Columbia, DeSoto, Dixie, Gilchrist, Glades, Hardee, Hendry, Highlands, Lafayette, Levy, Monroe, Okeechobee, Suwannee, Taylor, Union, Wakulla

6. Fiscally Constrained Counties: Baker, Bradford, Columbia, DeSoto, Dixie, Gilchrist, Glades, Hardee, Hendry, Highlands, Lafayette, Levy, Okeechobee, Putnam, Suwannee, Taylor, Union, Wakulla

Overall LMI Benefit:

1. Please use the latest updated version of your preferred search engine (Chrome, Explorer, Firefox).
2. Go to the HUD ACS 5-Year 2011-2015 Low- and Moderate-Income Summary Data website: <https://www.hudexchange.info/programs/acs-low-mod-summary-data/>
3. It would be a good idea to watch the 24-minute webinar, as this video explains the tools and resources available on this webpage. Listed below are directions from the Webinar on how to identify block groups and Census Tract numbers.
4. On the right sidebar, click on “Map Application”
5. A new tab will open to the HUD Web Mapping Application. In the top right corner, click on “View Application”. A map of the United States will appear.
6. In the top right corner, enter a county or city located within the Area of Benefit and press enter to search. The map will zoom to the searched area.
7. In the top left corner, click on the Layer button (looks like a stack of papers). Uncheck the LMISD by Place, LMISD by County Subdivision, and LMISD by County boxes. Only one box should remain checked – LMISD by Block Group. Click the X to close the layer box.
8. In the top left corner, click on the Service Area button (includes a pointer arrow in icon). In the “Select” box, click on the downward arrow to select shape style. Be sure to leave this box open while you highlight the block groups within the Area of Benefit.
9. Highlight all block groups within the Area of Benefit. Be sure to leave the Service Area box open while you highlight the block groups within the Area of Benefit. Otherwise you may only be able to select one block group at a time, instead of selecting the complete Area of Benefit.
10. In the Service Area box, click on the “...” to the right of “LMISD by Block Group”.
11. Click “Export to CSV File”. A CSV file will download to your computer.
12. Upload this CSV file to the application section titled Overall LMI Benefit.

Special Designations:

1. If your project benefits an Area of Critical State Concern, outlined in Florida Statutes 380.05, select “Yes” and proceed to select the specific area under the drop-down menu.
2. Designated Areas of Critical State Concern according to Florida Statutes 380.05:
 - a. Big Cypress Area (portions of Collier, Miami-Dade, and Monroe Counties)
 - i. Big Cypress Area of Critical State Concern Map
 - b. Green Swamp Area (portions of Polk and Lake Counties)
 - i. Green Swamp area of Critical State Concern Map
 - c. City of Key West and the Florida Keys Areas (Monroe County)
 - i. Florida Keys Area of Critical State Concern Map
 - ii. Key West Area of Critical State Concern Map

Florida Keys Hurricane Evacuation

Florida Keys Hurricane Evacuation Presentations

Florida Keys Hurricane Clearance Time Memorandum of Understanding
 - d. Apalachicola Bay Area (Franklin County)
 - i. Apalachicola Area of Critical State Concern Map

Compliance:

1. By selecting “Yes” in this section, you certify that your entity and co-applicants will comply with all DEO and state requirements as outlined in 84 FR 45838.

Maintenance Agreement:

1. By selecting “Yes” in this section, you certify that your entity and co-applicants will comply with all DEO and state subrecipient monitoring and maintenance requirements as outlined in 84 FR 45838.

Sign and Date:

As the primary entity contact for this project, I certify that staff, contractors, vendors and community partners of our mitigation initiative:

A. Will comply with all HUD and Florida requirements in the administration of the proposed CDBG-MIT funded activities;

B. Will work in a cooperative manner to execute the Subrecipient Agreement that provides the pathway for successful CDBG-MIT program(s) and/or project(s) and;

C. Certify that all information submitted in this Application is true and accurate

Application Submission:

Select the green arrow on the lower right-hand corner of the screen to have your application submitted directly to the Rebuild Florida Mitigation team. An automated email will be sent confirming receipt of the application.

If you have any questions or concerns, please email the Mitigation team at: CDBG-MIT@deo.myflorida.com

Appendix B – Completed Sample Application



English ▼

Welcome to Rebuild Florida's **Mitigation General Infrastructure Program Round II** Application.

The CDBG-MIT team encourages you to utilize the GIP Instructions that are located in the GIP Guidelines when completing this application. The instructions provide a step-by-step guide that may answer questions that arise while filling out the application. Attached are the GIP Checklist and Guidelines, GIP Checklist and Instructions, Implementation Plan Template, and Budget Template.

[GIP Guidelines](#)

[GIP Checklist and Instructions](#)

[GIP IP Template](#)

[GIP Budget Template](#)

The following are methods for responding to questions for this application:

- Short response
- Attaching essay responses in the form of a text or Word document
- Downloading templates, filling them out and re-uploading them to the application
- Answering Yes/No response questions
- Selecting multiple answers
- Providing an e-signature

If an entity is submitting more than one application, make sure to name **all** attached files like so, EntityNamePD_GIP1, EntityNamePD_GIP2, EntityNamePD_GIP3 etc.

Be aware that by answering "Yes" to the question "Is there any duplication of benefits?" your application will not be considered eligible for the General Infrastructure Program. Similarly, by answering "No" to the compliance and monitoring agreement questions your application will also not be considered eligible for the General Infrastructure Program.

Please be advised that those who have completed the registration process will have unlimited access to their application until the application deadline. If you entered this application by clicking on the link through DEO's CDBG-MIT website, then you may **not** be able to access your application repeatedly. In order to gain unlimited access, please send an email to: CDBG-MIT@deo.myflorida.com to receive a link to this application.



English ▼

Project and Applicant Information

Official Project Title	Mitigation City Stormwater Improvements
Official Applicant Entity Name	Mitigation City
Primary Contact Name and Title	Jane Doe, City Planner
Primary Contact Phone Number	850-445-6823
Primary Contact Email	jdoe@mitigationcity.gov
Secondary Contact Name and Title	John Smith, Grants Administrator
Secondary Contact Phone Number	850-445-1487
Secondary Contact Email	jsmith@mitigationcity.gov
Mailing Address	123 Main St Mitigation City, FL 12345
Site Address	674 Prep St Mitigation City FL 12345
FEIN#	123456789
DUNS#	123456789



English ▼

Are there any co-applicants involved in this project?

Yes
No





English ▼

Which HUD National Objective does this project fulfill?

Low to Moderate Need: Activities that benefit households whose total annual gross income does not exceed 80% of AMI, adjusted for family size. Income eligibility will be determined and verified in accordance with HUD guidance. The most current income limits, published annually by HUD, will be used to verify the income eligibility of each household applying for assistance at the time assistance is provided.

Urgent Need Mitigation: UNM – Urgent Need Mitigation. To meet the alternative criteria for the unmet need mitigation (UNM) national objective, each grantee must document that the activity: (i) Addresses the current and future risks as identified in the grantee's Mitigation Needs Assessment of most impacted and distressed areas; and (ii) will result in a measurable and verifiable reduction in the risk of loss of life and property.

Low to Moderate Income (LMI)

Urgent Need Mitigation





English ▾

Project Description (2,500 word limit)

Write an overview/summary, not to exceed 2,500 words, of the project being proposed. What is the project purpose? Include address and locations of the proposed activity (this includes site addresses). What specifically are the risk(s) that will be mitigated by the completion of this project? Explain the use of natural infrastructure in the project. Describe how the work will be completed and the team that will be responsible. Explain the method(s) used to determine project funding requirements. Describe the anticipated outcomes. Describe how the project will be maintained after it is completed.

Attach your response as a Word document titled: EntityNamePD_GIP

Attach your response as a Word document titled: EntityNamePD_GIP

GIP2 Sample Project Description.docx

14 KB

application/vnd.openxmlformats-officedocument.wordprocessingml.document





English ▾

Community Value (1,500 word limit)

Describe, in 1,500 words or less, the project's value to the community in normal circumstances and in times of natural disasters.

Which of the seven (7) community lifelines will be served by completion of this project?

How does this project enhance regional and/or multi-jurisdictional community resilience?

Does the project area have any cultural or historical significance?

Attach in a zip folder a maximum of ten photographs that provide both interior and exterior views.

Attach zip folder containing your Word document response and photos. Title zip folder: EntityNameCV_GIP

To create a zip folder: Press and hold (or right-click) the **file** or folder, select (or point to) Send to, and then select Compressed (**zipped**) folder. A new **zipped** folder with the same name is created in the same location.

GIP2 Sample Community Value.docx

13.3 KB

application/vnd.openxmlformats-officedocument.wordprocessingml.document



English ▼

Capacity Plan (1,500 word limit)

Provide a strategic plan overview of 1,500 words or less that addresses goals, stakeholders, the work plan, (major tasks and deliverables), resources (staffing and budget) and monitoring/quality controls. Describe any community partnerships and roles. Identify the staff members who will be responsible and/or positions that will be filled for GIP project management and maintenance. Provide a short profile on each person on your current staff who will perform project-related tasks and a position description for any new hires who will be assigned to project responsibilities. Have any project contractors been identified? If so, briefly describe your selection process. Attach a word document titled: EntityNameCP_GIP

Attach your Word document response titled: EntityNameCP_GIP

GIP2 Sample Capacity Plan.docx

14.9 KB

application/vnd.openxmlformats-officedocument.wordprocessingml.document



English ▼

Public Notice Requirement

Units of General Local Governments (UGLG) must receive public input on their application by abiding by one or both of these new notice formats:

1. **Post information about the project online:** Post the information about your project to your public website and allow for a 14-day public comment period. State the type(s) of project(s) to be undertaken, the source, the amount of funding available for the activities, the date by which comments must be made, and a contact person for a copy of the proposed application. Please submit a copy of the post and any public comments to DEO by submitting an attachment below.
2. **Host a virtual public meeting:** Applicants should supply the same documentation that would normally be required to demonstrate that a meeting was held, including minutes and a public meeting notice. The notice should be posted in a newspaper of general circulation and to your UGLG website. State the type(s) of project(s) to be undertaken, the source, the amount of funding available for the activities, the date by which comments must be made, and a contact person for a copy of the proposed application. Applicants must provide for a 10-day comment period, which must be published prior to the submission of the application.

Evidence of a public meeting with city, county and tribal governments must also meet the following requirements:

- Documentation of newspaper advertisement
- Notice of the public meeting must be provided at least five days prior to the meeting.
- Documentation of a meeting must include sign-in sheets and minutes.

For both options, documentation that the needs of non-English speaking citizens have been met wherever a significant number of non-English speaking citizens might be reasonably expected to participate must be provided. In this case, documentation will need to be translated into **Spanish** and **Haitian Creole**.

Prior to submitting an application for CDBG-MIT funding, applicants are required to select their public notice format (choice #1 and/or #2 above) and upload the required documents. In addition to following these instructions please include relevant notice dates on your **Implementation Plan template**.

Applications will not be complete until Public Notice requirements are fulfilled. All Public Notice evidence must be submitted to DEO, by attaching documents to this application, before the application close date of August 31st.

Attach all evidence in a ZIP FILE with elements in any of these formats: Word, PowerPoint, PDF, JPEG. Title files: EntityNamePN_GIP

GIP2 Sample Public Notice.zip

22 b

application/x-
zip-compressed

Attach all evidence in any of these formats: Word, Powerpoint, PDF, JPEG or zip file. Title files: EntityNamePN_GIP

Drop files or click here to upload



FLORIDA
DEPARTMENT of
ECONOMIC
OPPORTUNITY

English ▼

Implementation Plan

Prepare a chronological timeline for the entire life of the project that organizes work into logical, manageable tasks and deliverables. Please allow time for any unacquired permits, waivers, and/or approvals if applicable. The Implementation Plan Template has been provided in this application and can also be found in Appendix D of the GIP Guidelines.

[GIP IP Template](#)

Download and rename template: EntityNameIP_GIP

GIP2 Sample Implementation Plan 5.20.21.xlsx

17.9 KB

application/vnd.openxmlformats-
officedocument.spreadsheetml.sheet



Budget

Include your project budget using the Budget Template that is found below and in Appendix E in the GIP Guidelines. Ensure your budget is reasonable, appropriate and accurate. Are the budgeted items consistent with the project description and tasks? Does the amount requested fall within the GIP's allowable minimum (\$2,000,000) and maximum (\$325,000,000)? Ensure there is no duplication of benefits.

[GIP Budget Template](#)

Download and Rename template: EntityNameBudget_GIP

GIP2 Sample Budget.docx

19.9 KB

application/vnd.openxmlformats-officedocument.wordprocessingml.document

Is there any duplication of benefits?

Please be advised that by answering "Yes" to this question, your application will not be considered eligible for the General Infrastructure Program.

Yes

No





English ▼

All funds identified for use on your project must be fully disclosed and detailed to ensure budget accuracy and no duplication of benefits.

Leveraged Dollars

Leveraged Dollars include any outside funding apart from CDBG-MIT for the specific project. Do you anticipate receiving any funds for this project that will not be supplied by the CDBG-MIT program?

Yes

No



English ▼

What percentage of the total project funding will Leveraged Dollars cover? What percentage of the total project will CDBG-MIT funds cover?

Leverage 50%; CDBG-MIT 50%





English ▼

If your project involves the qualified use of matching or leveraged funds or services in any capacity, (see Part 5 in the GIP Guidelines) then describe the specifics of leveraged fund/service usage. Provide answers to the following questions: Are there local or other funds available to address the proposed project in whole or in part? If yes, report all sources of funding and the amount available. Disclose sources and uses of non CDBG-MIT funds. What other federal, state and/or local entities have you contacted concerning funding for the proposed project and what were the results? Put "N/A" if this section is not applicable to your project.

The leveraged dollars for this project come from the Stormwater Revenue Bond

Characters remaining: 2424



English ▼

Select each county that your project benefits. DEO will use this information to assess Most Impacted and Distressed (MID), social vulnerability, rural and fiscally-constrained areas. Only counties eligible for CDBG-MIT funds are listed below.

Alachua	Dixie	Indian River	Monroe	Sarasota
Baker	Duval	Lafayette	Nassau	Seminole
Bradford	Flagler	Lake	Okeechobee	St. Johns
Brevard	Gilchrist	Lee	Orange	St. Lucie
Broward	Glades	Leon	Osceola	Sumter
Charlotte	Hardee	Levy	Palm Beach	Suwannee
Citrus	Hendry	Manatee	Pasco	Taylor
Clay	Hernando	Marion	Pinellas	Union
Collier	Highlands	Martin	Polk	Volusia
Columbia	Hillsborough	Miami-Dade	Putnam	Wakulla
DeSoto				





English ▼

Overall LMI Benefit

Demonstrate area benefit to low- and moderate-income persons by providing a CSV spreadsheet from the HUD website. Applicants are required to define the area that will benefit from the proposed project. This area must be located on HUD's LMI mapping application and the block group data must be submitted with this application.

Visit the HUD FY 2020 ACS 5-Year 2011-2015 Low-and Moderate-Income Summary

Data: <https://www.hudexchange.info/programs/acs-low-mod-summary-data/>. The 24-minute video at the top of the page will describe the procedure for obtaining the required spreadsheet; for written instructions, see the [GIP Checklist and Instructions](#), provided here and on the [CDBG-MIT website](#). To complete this section, upload the CSV spreadsheet file (usually named "features.csv" when downloaded from the HUD website) that lists the census tracts and block groups located in the area of benefit. **If you don't submit a CSV file, we will be unable to score your application. Please do not edit or alter the spreadsheet in any way.**

After you have reviewed these instructions and the HUD website, attach the CSV file.

Attach your CSV document titled: EntityNameLMI_GIP

GIP2 Sample LMI.csv

2 b

application/vnd.ms-excel





English ▼

Special Designations

Does your project benefit an Area of Critical State Concern according to Florida Statutes 380.05?

Areas of Critical State Concern are:

- Big Cypress Area (portions of Collier, Miami-Dade, and Monroe Counties)
- Green Swamp Area (portions of Polk and Lake Counties)
- City of Key West and the Florida Keys Areas (Monroe County)
- Apalachicola Bay Area (Franklin County)

Yes

No





English ▼

Compliance

According to 84 FR 45838 August 30, 2019 Section V.A.(18), "The State shall make reviews and audits, including on-site reviews of any subrecipients, designated public agencies, and local governments, as may be necessary or appropriate to meet the requirements of section 104(e)(2) of the HCDA, as amended, as modified by this notice. In the case of noncompliance with these requirements, the State shall take such actions as may be appropriate to prevent a continuance of the deficiency, mitigate any adverse effects or consequences, and prevent a recurrence. The State shall establish remedies for noncompliance by any designated subrecipients, public agencies, or local governments."

Can you certify to comply with state and federal register regulations as outlined in 84 FR 45838?

Please be advised that by answering "No" to this question, your application will not be considered eligible for the General Infrastructure Program.

Yes

No





English ▼

Maintenance Agreement

According to 84 FR 45838 August 30, 2019 Section V.A.2.a(10), "Each grantee must plan for the long-term operation and maintenance of infrastructure and public facility projects funded with CDBG-MIT funds. The grantee must describe in its action plan how it will fund long-term operation and maintenance for CDBG-MIT projects. Additionally, the grantee must describe any State or local resources that have been identified for the operation and maintenance costs of projects assisted with CDBG-MIT funds." As such, Federal Register expectations on maintenance for CDBG-MIT projects are expected to be maintained by each entity who proposes a GIP project.

Can you certify that your entity will comply with state and subrecipient monitoring and maintenance requirements as outlined by 84 FR 45838?

Please be advised that by answering "No" to this question, your application will not be considered eligible for the General Infrastructure Program.

Yes

No



English ▼

Signature

As the primary entity contact for this project, I certify that staff, contractors, vendors and community partners of our mitigation initiative:

- A. Will comply with all HUD and Florida requirements in the administration of the proposed CDBG-MIT funded activities;
- B. Will work in a cooperative manner to execute the Subrecipient Agreement that provides the pathway for successful CDBG-MIT program(s) and/or project(s) and;
- C. Will certify that all information submitted in this Application is true and accurate.

Please sign here:

JDoe

×
clear



English ▼

Congratulations! You have completed the **Mitigation General Infrastructure Program Round II** Application. Please be sure that all supplemental documents have been uploaded and all questions have been answered. By clicking the forward arrow, your application will be complete and you will no longer be able to move back to previous questions. The following page will allow you to download a PDF version of your application. We encourage you to save a copy of the PDF for your records. Your completed application will be sent to DEO's mitigation team. For any questions or concerns please email: CDBG-MIT@deo.myflorida.com.





Thank you for your application. You will receive an email confirming the receipt from an automated system.

GIP Sample Project Description

The Mitigation City neighborhood area is approximately 220 acres of low to moderate income residences, with its stormwater needs being served by an aging and undersized infrastructure that was installed over 50 years ago and has exceeded its useful life. Because of this, the neighborhood habitually floods during small to medium intensity storm events, causing significant disruption to pedestrian and vehicular traffic. This also damages public and private infrastructure and landscaping. These proposed improvements will ensure that the Mitigation City neighborhood will remain a thriving community during the following decades and offer additional protection against large storm events, such as hurricanes, and future sea level rise.

This project will replace the aging and undersized stormwater infrastructure, as well as construct new infrastructure systems that will help with the neighborhood's flooding issues and water quality treatment prior to being discharged into the Intracoastal Waterways. The improvements will include; 7,500 linear feet (LF) of new stormwater pipe, 26,150 LF of pipe replacement of aging and undersized infrastructure, 4,000 LF of new exfiltration trench, 7,000 LF of new swales and 3,500 square yards (SY) of permeable pavement. Lastly, the system will also include a stormwater pump-station that will be capable of draining these low-lying areas during elevated high tide events and/or projected future sea level rise scenarios.

The City is requesting \$10,500,000 in funding from the Rebuild Florida General Infrastructure Program to assist in funding this project. These grant funds will be used for the final construction design specifications and plans, construction engineering services, and construction of the stormwater improvements.

- The main construction risks associated with this project are mainly due to the urbanized location of the proposed stormwater infrastructure replacements and new installation. The system will have to be installed near residential and commercial properties, as well as other utilities. The contractor will have utilized the use of trench boxes, sheet piling and trenchless excavation techniques in order to minimize open excavation.
- Swales will be reclaimed and reshaped in order to provide additional water quality/quantity storage.
- One contractor will be selected with for this project, which will work closely with the design consultant team and City staff.
- The cost of the project was developed based on 100% construction documents and historical pricing of stormwater improvements in the region. The funding for the City portion will be done using bond funding which will be backed by the newly adopted stormwater fee.
- The Mitigation City neighborhood will see a substantial decrease in both duration and intensity of flooding.
- The stormwater infrastructure will be maintained by the City's Operations staff. The new infrastructure will be added to the cleaning schedule for maintenance twice a year.

GIP Sample Community Value

Mitigation City's stormwater needs are being underserved by an aging and undersized infrastructure that was installed over 50 years ago and has exceeded its useful life. Because of this, the neighborhood habitually floods, even during small to medium intensity storm events, causing significant disruption to pedestrian and vehicular traffic. During high intensity storms, these disruptions are more prolonged and severe.

Public and private infrastructure and landscaping currently sustain damage in virtually any storm event. Roads become impassable. Critical services cannot be efficiently delivered, and many residents cannot leave their flooded homes for shelters.

Replacing the stormwater infrastructure in this neighborhood will fortify the following community lifelines: safety and security; food, water, and shelter; communications; and transportation. The project will ameliorate the negative impacts of flood events in Mitigation City and the surrounding areas, which currently endanger the safety and security of residents and force homeowners to leave their primary source of shelter. The project will allow low-and-moderate income (LMI) families to safely shelter in place during major storms. The reduction in flooding will also allow critical services such as medical, energy and transportation to travel through the community to reach endangered community members quickly.

The proposed improvements are intended to reduce flood stage and time of inundation above road crowns for a 10 year-24-hour design storm event and to protect against structural flooding in a 100 year-72-hour storm event. Flood stage and duration reductions will mitigate the multiple risks inherent with the City's currently inadequate infrastructure.

GIP Sample Capacity Plan

The goal of the Mitigation City project is to reduce the flooding hazards presented by its aging and inadequate infrastructure. The work will include, installation of 500 linear feet (LF) of new stormwater pipe, 26,150 LF of pipe replacement of aging and undersized infrastructure, 4,000 LF of new exfiltration trench, 7,000 LF of new swales and 3,500 square yards (SY) of permeable pavement. The new system will also include a stormwater pump-station that will be capable of draining these low-lying areas during elevated high tide events and/or projected future sea level rise scenarios. Mitigation City will coordinate with stakeholders including Mitigation County and our Local Water Management District.

Mitigation City's Project Manager will be responsible for implementing the project with assistance from City departments such as Public Works, Budget, Risk Management, Procurement, Accounting and Sustainable Development.

The Project Manager will oversee the development and implementation of the project and will coordinate with the project team and stakeholders for the duration of the project and completion. The project team will consist of the City, a construction management consultant and a contractor. As the project nears completion, the Project Manager will be responsible for transferring operation and maintenance information to the operations staff within the Public Works Sustainability Division. The information will consist of training sessions conducted by the equipment manufacturers and operation and maintenance manuals provided by the contractor. The maintenance requirements and schedules will be provided in a format compatible with inclusion into the City's Asset Management System. After the project is accepted as complete, the operations staff within the City's Public Works Sustainability Division will be responsible for the long-term operation and maintenance of the project improvements, just as they are responsible for the current stormwater infrastructure.

The work plan is to bid out these improvements that have already been designed by an engineering consultant and hire a contractor. The city will assign a project manager from internal staff and will hire an engineering consulting company to provide construction management services.

The project team will consist of:

- **Contractor** – The City will hire the contractor to construct the stormwater infrastructure in the City's Neighborhood. The contractor in turn will hire suppliers and subcontractors to provide the construction materials, equipment, additional expertise and labor necessary to complete the project. The contract and contractor will be managed by Mitigation City.
- **Project Manager** – The Project Manager position will be assigned to one of the City's existing staff in the Project Manager II position in the Public Works Department. The Project Manager will oversee the construction of improvements and adherence to the terms of the contract and grant agreement. Staff in the Project Manager II positions are typically civil engineers with at least ten years of designing and managing these type of construction projects.
- **Construction Inspector** - The design consulting team will provide Construction Services for this project. The Engineering Inspector will be responsible for observing and documenting the progress of construction and adherence to the construction contract and schedule. Staff in the Engineering Inspector position typically have at least ten or more years of construction experience.
- **Construction Manager** - The design consulting team will provide Construction Services for this project. The Construction Manager will assist the City's Project Manager by reviewing submittals, responding to contractor requests for information, evaluating contractor progress, reviewing claims,

providing design adjustments as needed, advising the city on accepting work products and reviewing project adherence to the grant agreement. The Construction Manager will report to the City's Project Manager.

- **Additional City Support** - The City will assign existing staff to assist the Project Manager in the implementation of this project as needed, in much the same way as it does for the many other utility construction projects the city undertakes. Under the direction of city management, the Public Works Department will assign various budget, permitting, engineering, administrative, department management and accounting support as needed to complete the project as timely and efficiently as possible. The project contractor will be hired based on the lowest responsible bid, using the city's standard public bidding process. Staff from the city's Procurement Department will administer the bidding process, which consists of public advertisement, pre-bid meeting, posting and answering questions from prospective bidders, review of bids, assignment of points to minority, women owned and disadvantaged businesses as well as local businesses, requesting City Commission approval to award the contract and contract execution. The city's bids are posted on-line and are viewable by anyone at no expense. The Project Manager works very closely with Procurement staff during this process.

The City has considerable experience with successful completion of state and federal grant funded projects and requirements such as the Davis Bacon Act. The city has a robustly staffed Public Works Engineering Division and can easily handle the workload resulting from award of this grant. Aside from the external construction manager, the City does not plan to hire new staff for this project.

General Infrastructure Program Implementation Plan Timeline	
Entity:	Mitigation City
Primary Contact:	Mitigation City Manager
Date:	Thursday, May 20, 2021

[illegible]

Milestones and Tasks

Activity	Start	End	Duration	Label
Project Start (Milestone 1)				
Task 1	02/15	05/15	89	Final Construction Permitting
Task 2	05/15	07/01	47	Bidding/Advertising
Task 3	07/01	08/01	31	Contract Award
Construction Starts 8/15/2022 (Milestone 2)				
Task 1	08/15	02/15	549	Construction Phase 1
Construction 50% 2/15/2024 (Milestone 3)				
Task 1	02/15	08/15	547	Construction Phase 2
Construction Complete 8/15/2025 (Milestone 4)				
Task 1	09/01	09/15	14	Project closeout/Punchlist
Project Complete, Warrenty and Monitoring Period Starts 9/15/2025 (Milestone 5)				
Task 1	09/15	09/15	365	Warrenty Period
End of Warrenty and Monitoring 9/15/2026 (Milestone 6)				

General Infrastructure Program Project Budget

Project Name:	Mitigation City Stormwater Improvements	Primary Contact Name and Phone Number:	City Planner (123) 456-7890	Official Applicant Entity Name:	Mitigation City
Project		Budget		Justification	
Description	CDBG-MIT Amount	Other non CDBG-MIT Funds	Source of Funds*	Total Funds (CDBG-MIT and Other)	
Final Design/Planning	\$100,000	\$100,000	Stormwater Revenue Bond	\$200,000	Contracting with engineer/architect for project design/drawings
Final Construction Permitting	\$120,000	\$120,000	Stormwater Revenue Bond	\$240,000	Obtain all necessary local, state and federal permits
Construction Inspection Services (CEI)	\$1,500,000	\$1,500,000	Stormwater Revenue Bond	\$3,000,000	Reimbursement for staff or contracting for independent inspection services
Construction: Stormwater Infrastructure	\$7,000,000	\$7,000,000	Stormwater Revenue Bond	\$14,000,000	Installation/replacement of existing infrastructure
Construction: Maintenance of Traffic	\$400,000	\$400,000	Stormwater Revenue Bond	\$800,000	Payment of law enforcement or others to maintain traffic flow and safety
Construction: Landscaping	\$300,000	\$300,000	Stormwater Revenue Bond	\$600,000	Replacement of disrupted landscaping

Construction: Demolition	\$600,000	\$600,000	Stormwater Revenue Bond	\$1,200,000	Removal of existing infrastructure
Construction Mobilization	\$200,000	\$200,000	Stormwater Revenue Bond	\$400,000	Services related to construction
Inspections	\$280,000	\$280,000	Stormwater Revenue Bond	\$560,000	Initial Inspection services required (code enforcement, local ordinance)
Totals:	\$10,500,000	\$10,500,000		\$21,000,000	
Percentage Amounts:	50%	50%		100%	

*** All funds identified for use on your project must be fully disclosed and detailed to ensure budget accuracy and no duplication of benefits. Show the sources and amounts of other funds needed to complete the project below, including local funds and grants from other agencies. Any anticipated or committed funds must also be included.**

Source of Other Funds	Amount Received/ Amount Anticipated
1. Stormwater Revenue Bond. The Mitigation City Project is anticipating Stormwater Revenue Bond funding in the amount of \$10,500,000 in FY2021. This grant application seeks funds for the unfunded portions of the final construction design specifications and plans, construction engineering services, and construction of stormwater improvements.	\$10,500,000
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	

Appendix C – Implementation Plan Template

Instructions for using Implementation Plan Template

Enter project name, official applicant entity name and primary contact name and phone number in the header space at the top of the template. You will also enter the Public Notice dates for your proposed project. This template is customizable to fit your project. Feel free to edit the segments and add notes when needed.

1. The “Milestones and Tasks” box should list the major manageable tasks and deliverables of the proposed project and include the entire life of the project. Enter the approximate start and end dates of each task and/ or deliverable under the tabs “Start” and “End”. “Duration” encompasses the number of days the task runs for. Excel should already calculate the duration based on the start and end dates you enter. If this is not the case, enter in the number of days as the duration of each task and/ or deliverable. Label each task and/ or deliverable appropriately under the “Label” section.

a. Within the “Tasks” row, there are 9 available slots for project timeline tasks. When adding/changing tasks within the row, select the row (select the values under “Start” to “Label”).

b. Follow these guidelines for customizing your timeline. You may add lines within the “Tasks” section below existing tasks by highlighting the complete box rows, right click, select “Insert...”, a dialogue box will appear, select “Shift cells down”, select “Ok”. This will shift all boxes below the selected row down the excel sheet.

2. The “Milestones and Tasks” box may be used to list major project milestones and applicable tasks such as the start or completion of the project. Any changes to this box can be made by following the directions described previously. The label for your new milestone will needed to be added in manually. Now enter in the title for this milestone.

General Infrastructure Program Implementation Plan Timeline				Public Notice Dates:	
				Start Date:	
Entity:				End Date:	
Primary Contact:					
Date:	mm/dd/yyyy				
Milestones and Tasks					
Activity		Start	End	Duration	Label
Project Start (Milestone 1)					
Task 1	02/03	03/03	29	Environmental Review	
Task 2	03/03	04/03	31	Engineering Design	
Task 3	04/04	05/04	61	Site Development	
Construction 50% Complete (Milestone 2)					
Task 1	05/06	07/06	61	Construction Phase I	
Task 2	07/08	08/08	31	Construction Phase II	
Task 3	05/06	07/06	61	Construction Phase III	
Close Out (Milestone 3)					
Task 1	07/08	08/08	31	Inspections	
Task 2	08/20	09/01	12	Project Closeout	
Task 3	09/01	12/25	115	Maintenance and Monitoring	

Appendix D – Budget Worksheet

General Infrastructure Program Project Budget Template Instructions

This template is customizable to fit the budget proposal for your project. Feel free to edit left-hand segments and add notes when needed.

If a section does not have enough cells for the category that you are working on, you can add cells by highlighting a complete row and right-clicking. A dialogue box will appear that permits you to add a row of cells. Click “Insert” and then select either “Insert Above” or “Insert Below”, depending on where you would like the new row to be placed. The new row will appear above or below the row you highlighted.

Enter project name, primary contact name and phone number and the official applicant entity name.

1. On the left-hand side of the template there is a list of major project items numbered 1 to 3. Beneath each major project are related sub-groups. You may edit each of these areas to fit your proposed budget plan. For example, if you do not have Permitting, you may delete that numbered row and the related subgroups.
2. List anticipated and committed sources of other project funding sources in the “Sources of Other Funds” category. These funds are non-CDBG-MIT funds. Include entities you have contacted, even if a funding commitment has not yet been made. Disclose the amount you requested or expect to receive. If you need to add rows in this section, follow the directions for adding rows outlined above.
3. You can use the right-side Justifications column to elaborate on budgeted items as needed.

**FL CDBG Mitigation
General Infrastructure Program Project Budget (Template)**

Project Name:		Primary Contact Name and Phone Number:		Official Applicant Entity Name:	
Project		Budget			Justifications
Description	CDBG-MIT Amount	Other non CDBG-MIT Funds	Source of Funds*	Total Funds (CDBG-MIT and Other)	
Design/Planning					
Drawings/Blueprints					
Surveys					
Testing					
Environmental Review					

Land Acquisitions					
Permitting					
Construction					
Construction Management					
General Contractor					
Bonding/Insurance					
Development of Bidding Documents					
Site Preparation					
Maintenance of Traffic					
Landscaping					

Demolition					
Mobilization					
Debris Removal (ex: dirt, old roadway, trees)					
Administration					
Program Administration (ex: file management, reimbursement requests)					
Inspections					
Other					
Totals:					

Percentage Amounts:					
--------------------------------	--	--	--	--	--

All funds identified for use on your project must be fully disclosed and detailed to ensure budget accuracy and no duplication of benefits. Show the sources and amounts of other funds needed to complete the project below, including local funds and grants from other agencies. Any anticipated or committed funds must also be included.

Source of Other Funds	Amount
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	

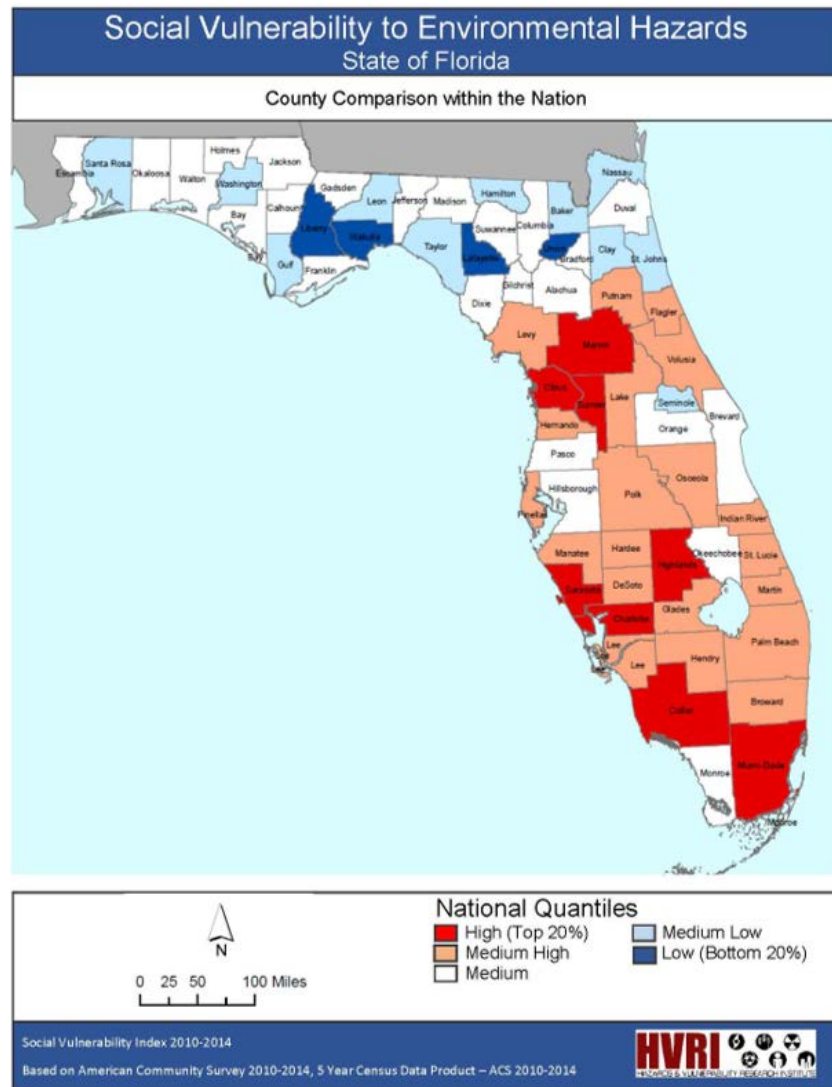
Appendix E – Social Vulnerability Index (SoVI®) Variables

List of SoVI® 2006-10 Variables (n=29). Daggers notate new variables added.

SoVI® 2010-14 uses the same list of variables.

VARIABLE	DESCRIPTION
QASIAN	Percent Asian
QBLACK	Percent Black
QSPANISH	Percent Hispanic
QINDIAN	Percent Native American
QAGEDEP	Percent Population under 5 years or 65 and over
QFAM†	Percent Children Living in Married Couple Families
MEDAGE	Median Age
QSSBEN	Percent Households Receiving Social Security Benefits
QPOVTY	Percent Poverty
QRICH	Percent Households Earning over \$200,000 annually
PERCAP	Per Capita Income
QESL	Percent Speaking English as a Second Language with Limited English Proficiency
QFEMALE	Percent Female
QFHH	Percent Female Headed Households
QNRRES	Nursing Home Residents Per Capita
HOSPTPC	Hospitals Per Capita (County Level ONLY)
QNOHLTH†	Percent of population without health insurance (County Level ONLY)
QED12LES	Percent with Less than 12 th Grade Education
QCVLUN	Percent Civilian Unemployment
PPUNIT	People per Unit
QRENTER	Percent Renters
MDHSEVAL	Median Housing Value
MDGRENT	Median Gross Rent
QMOHO	Percent Mobile Homes
QEXTRCT	Percent Employment in Extractive Industries
QSERV	Percent Employment in Service Industry
QFEMLBR	Percent Female Participation in Labor Force
QNOAUTO†	Percent of Housing Units with No Car
QUNOCCHU†	Percent Unoccupied Housing Units

Appendix F – Florida Social Vulnerability Index (SoVI®) Map



Appendix G – Public Notice Compliance

All applicants must receive public input on their application by abiding by one or both of these new notice formats:

Option 1 - Post information about the project on your public website and allow for a 14-day public comment period. Posted information should include:

- The type/s of project/s to be undertaken;
- The source (i.e., CDGB-MIT funds);
- The amount of funding being requested;
- The date by which comments must be made;
- A contact person for a copy of the proposed application; and
- Accommodations for non-English-speaking citizens

Provide documentation that the needs of non-English speaking citizens have been met wherever a significant number (5% or more) of non-English speaking citizens might be reasonably expected to participate. All information posted will need to be translated into Spanish and Creole.

*Applicants who do not to provide translations of the public notice in Spanish and/or Haitian Creole, must submit language-spoken demographic data from the Census or another reliable resource with their application. This data must prove that less than 5% of applicant's area of benefit population speaks Spanish or Haitian Creole

A copy of the webpage showing the public notice and a copy of any public comments received must be submitted with your application per instructions provided.

Option 2 - Host a virtual or in-person public meeting with city, county and tribal governments. Applicants should supply the same documentation that would normally be required to demonstrate that a meeting was held, including:

- A public meeting notice, posted at least five days prior to the meeting;
- A sign-in sheet; and
- Meeting minutes

The meeting notice should be posted in a newspaper of general circulation and to applicant's website and must include:

- The type/s of project/s to be undertaken;
- The source; (i.e., CDGB-MIT funds);
- The amount of funding being requested;
- The date by which comments must be made;
- A contact person for a copy of the proposed application; and
- Accommodations for non-English-speaking citizens

Provide documentation that the needs of non-English speaking citizens have been met wherever a significant number (5% or more) of non-English speaking citizens might be reasonably expected to participate. All information posted will need to be translated into Spanish and Creole. (The translated notice/s may be sourced from Google Translate.)

*Applicants who do not to provide translations of the public notice in Spanish and/or Haitian Creole, must submit language-spoken demographic data from the Census or another reliable resource with their application. This data must prove that less than 5% of applicant's area of benefit population speaks Spanish or Haitian Creole

A copy of the webpage showing the public notice and a copy of any public comments received must be submitted with your application per instructions provided.

Applicants must provide for a 10-day public comment period, which must be published prior to the submission of the application.



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joan Junkala-Brown, Acting City Manager

THRU: Nelson Moya, Chief of Police

DATE: 9/2/2021

RE: Consideration of utilizing Police Impact Fees for engineering costs related to the Property and Evidence Office expansion (\$6,654).

It is the desire of the Palm Bay Police Department to utilize Police Impact fees for the engineering costs associated with the expansion of the Property and Evidence office at the Police Main Station. Currently, the Property and Evidence office encompasses confined workspace for three Materials Management Technicians, internal storage areas for evidence, and limited counter space for packing and processing evidence for transport. With the continuous growth of the city, the Property and Evidence Office has experienced a correlating significant increase in physical pieces of evidence for processing and storing. To date, the Property and Evidence office maintains nearly 105,000 physical pieces of evidence.

At the Regular Meeting held on July 15, 2021, City Council approved the purchase and utilization of a body cameras, to include an additional Materials Management Technician position to assist with the administrative review of incoming body camera submissions for each police report. With this new technician, the Property and Evidence Office will require an additional workspace for the employee and the associated technology equipment for the position.

Located within the Police Impact Fees 32907 Nexus, the Main Police Station was originally built in 1990 and has undergone several remodels to meet the demands of the growing law enforcement staff. The expansion of the Property and Evidence office space is the next priority for the Department to address in order to continue to meet the public safety needs of Palm Bay residents. The Police Department is requesting to utilize Police Impact Fees from the 32907 Nexus for engineer fees to obtain designs for the construction related to expanding the Property and Evidence office.

REQUESTING DEPARTMENT:
Police Department

FISCAL IMPACT:

Funding for the engineering fees for the Property and Evidence Office expansion utilizing Impact Fees from the 32907 Nexus will be allocated on a future Budget Amendment from Police Impact Fees Undesignated Fund Balance/Nexus 32907 Account 183-0000-392-1001 (\$6,653.50) to Police Impact Fees Nexus 32907 –

Engineering Services Account 183-5050-521-3121 (\$6,653.50). As of the July 2021 Police Impact Fee Summary, there is \$211,937 available in the 32907 Nexus.

RECOMMENDATION:

Motion to authorize the use of Police Impact Fees in the amount of \$6,653.50 from the 32907 Nexus for engineering costs related to the Property and Evidence Office expansion.

ATTACHMENTS:

Description

P1184-2 Task Order Property and Evidence Office Expansion

P1184-2 CoPB Design Cost Estimate - Property and Evidence Expansion

**CITY OF PALM BAY, FLORIDA
POLICE DEPARTMENT EVIDENCE AREA MODIFICATIONS AND ADDITION
RZK TASK ORDER #P1184-2
08-04-2021**

In accordance with City's Master Contract #15-0-2021/SB

Section I. Background

The City of Palm Bay desires to enhance their evidence storage reception and office areas at the City's Police Facility. Located at 130 Malabar Road. The area to be modified with the existing building is highlighted on attached plan.

Section II. Scope of Work

Architects RZK, Inc.; TLC Engineering Solutions, Inc. propose to perform the following tasks:

- Visit the facility to document readily visible existing conditions and compare same with the plans of the facility provided to us from the City archives. No destructive investigation will be performed by **RZK** or **TLC**. If any destructive investigation is warranted, we will rely on City staff to perform same via in house staff or by directly securing a subcontractor capable of same.
- Prepare concept plans to generally identify the areas to be modified. Thereafter we will review concept plans with City staff and note any concerns or direction.
- Prepare Construction Documents (plans and specifications) which will be used to solicit competitive bids for the construction. Review said plans with City staff at pre-final completion and prior to advertisement for bid.
- Assist the City with issuing bid documents by providing an electronic copy of bidding plans; development of a statement of the scope of work; identification of required permits; defining contractor payment terms; and identifying a duration for the construction effort.
- During the bidding process we will attend a pre-bid conference and respond to any pertinent bidder inquiries. Upon receipt of bids we will recommend the best qualified submission.
- Issue digitally signed and sealed documents to the contractor for submission to the building department to obtain a permit.
- Respond to comments from the building department for permit resolution.
- Review materials and product submittals from the contractor for compliance with the design documents.
- **RZK** will make a final visit to the job site to supplement the "punch list" prepared by the contractor of items which remain to be completed or corrected at the time of occupancy or re-occupancy.

Section III. Project Representatives/Project Team

We anticipate the City's Project Manager will be Andrew Orndorff.

Design consulting representatives will be **John Zwick**, Architect, RZK; **John Riner**, P.E., TLC

Section IV. Permitting

A building permit will be required for the building construction effort, and it will be secured by the construction contractor.

Section V. Owner's Responsibilities

The City will need to provide as follows:

- access to areas within the facility for observation of existing layout and readily observable construction features; and,

Section VI. Deliverables

RZK will provide:

- an electronic version of the design plans to City staff for each review session.
- three (3) digitally signed and sealed sets of plans will be provided for to Contractor for submission of same to the City Building Department.

Section VII. Schedule

Upon receipt of a Purchase Order, and under the presumption all reviews and information from City staff will be expeditious, we estimate the following time frame:

- Two (2) to three (3) weeks for the visit and preparation of Concept Plans.
- Three (3) weeks for preparation of Construction Documents.
- Bid Period of one (1) month and Construction Period of four (4) weeks is estimated.

Section VIII. Method of Compensation

Attached herewith is an estimate of the work effort and the **NOT TO EXCEED** fees value for **RZK** and **TLC** provided the scope of work remains unchanged.

Section IX. Estimated Construction Value

We recommend of value of \$25,000.00 to \$30,000.00 be used a budget figure for the construction effort, exclusive of soft costs such as testing, A-E fees, permitting and any City staff salaries or expenses.

Section X. Acceptance

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

FIRM'S NAME:

Architects RZK, Inc.

CITY OF PALM BAY

John C. Zwick, Architect
President

Susan Blair,
Interim Procurement Officer

Date

Date

Council approval date, if applicable _____

ESTIMATE OF WORK EFFORT & COST - PRIME CONSULTANT



Project: CoPB - Police Ctr. Evidence Improve

Proposal #: P1184

Consultant: Architects RZK, Inc.

Date: June 8, 2021

Activity	Principal	Project	Construction	CAD	Administration	Cost by Activity
	Architect	Manager	Inspector	Draftsman		
	\$153.00	\$100.00	\$98.00	\$65.00	\$50.00	
1) Visit facility and document existing conditions	1.00	0.00	0.00	1.00	0.00	\$218.00
	\$153.00	\$0.00	\$0.00	\$65.00	\$0.00	
2) Prepare Concept Plans and review same with City Staff via TEAMS Mtg.	3.00	0.00	0.00	3.00	0.00	\$654.00
	\$459.00	\$0.00	\$0.00	\$195.00	\$0.00	
3) Prepare Construction Documents and review same with City Staff.	5.00	0.00	0.00	12.00	6.00	\$1,845.00
	\$765.00	\$0.00	\$0.00	\$780.00	\$300.00	
4) Assist City during Bidding	1.50	0.00	0.00	1.50	2.00	\$427.00
	229.50	0.00	0.00	97.50	100.00	
5) Resolve any Permit Comments with Bldg. Off..	1.50	0.00	0.00	1.50	2.00	\$427.00
	229.50	0.00	0.00	97.50	100.00	
6) Assist City during the Construction Period	2.50	0.00	0.00	0.00	2.00	\$482.50
	382.50	0.00	0.00	0.00	100.00	
<i>Total Staff Hours</i>	<i>14.50</i>	<i>0.00</i>	<i>0.00</i>	<i>19.00</i>	<i>12.00</i>	\$4,053.50
<i>Total Staff Cost</i>	<i>\$2,218.50</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$1,235.00</i>	<i>\$600.00</i>	

RZK Staff Related Costs: \$4,053.50

RZK Material Costs: \$100.00

SUBTOTAL RZK ESTIMATED FEE: \$4,153.50

Subconsultant 1: TLC Engineering (allowance) \$2,500.00

Subconsultant 1 Material Cost: \$0.00

Subconsultant 2: \$0.00

Subconsultant 2 Material Cost: \$0.00

Subconsultant 3: \$0.00

Subconsultant 3 Material Cost: \$0.00

Subconsultant 4: \$0.00

Subconsultant 4 Material Cost: \$0.00

Subconsultant 5: \$0.00

Subconsultant 5 Material Cost: \$0.00

Subconsultant 6: \$0.00

Subconsultant 1 Material Cost: \$0.00

SUBTOTAL SUBCONSULTANT(S) ESTIMATED FEE: \$2,500.00

GRANDTOTAL ESTIMATED FEE: \$6,653.50



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joan Junkala-Brown, Acting City Manager

THRU: Greg Minor, Director of Parks and Facilities Department, Juliet Misconi, Chief Procurement Officer

DATE: 9/2/2021

RE: Consideration of utilizing General Fund Undesignated Fund Balance for an access control and security camera study (\$9,667).

The City is seeking to enhance the building control access and security standards at City facilities. Currently, the majority of City facilities have a building control access and security is accomplished by using a remote transmitter or a fob system from Linear Corporation. This system is outdated, will soon no longer have software support, and the hardware parts for the system are obsolete.

The City is requesting assistance to study access control and video surveillance of City facilities utilizing Architects RZK's subconsultant TLC Engineering who is under contract #15-0-2021 for Facilities Maintenance Engineering Services. The results of the study will include a report of the electrical engineering assessments of 28 buildings across 13 City properties relative to access control and security camera coverage. The City will receive a final report of this assessment. The total cost for the Study is \$9,667. The cost for this assessment is \$9,667, which is not budgeted in FY 2021. Staff is seeking Council consideration to utilize General Fund Undesignated Fund Balance.

REQUESTING DEPARTMENT:

Parks and Facilities, Procurement

FISCAL IMPACT:

If approved, a Budget Amendment will be submitted for \$9,667 from General Fund Undesignated Fund Balance (GL# 001-0000-392-1001) to account # 001-4525-519-3141/Professional Services to be placed on the next scheduled budget amendment.

RECOMMENDATION:

Motion to authorize the use of General Fund Undesignated Fund Balance in the amount of \$9,667 an Access Control & Security Camera Study.

ATTACHMENTS:

Description

Access Control & Security Camera Study - RZK Task Order #P1210

**CITY OF PALM BAY, FL
ACCESS CONTROL & SECURITY CAMERA STUDY – RZK TASK ORDER #P1210**

**In accordance with City's Master Contract #15-0-2021/SB
TASK ORDER P1210-2021, AUGUST 11, 2021**

Section I. Background

The City of Palm Bay has a need for assistance with studying access control and video surveillance of their buildings.

Section II. Scope of Work

Architects RZK, Inc. proposes to enlist the services of TLC Engineering Solutions for the following tasks:

- Prepare a report to include electrical engineering assessments of 28 buildings across 13 city sites relative to access control and security camera coverage associated to same, consistent with the email of 06/23/2021 from the city to TLC Engineering Solutions.
- TLC will prepare a Draft and thereafter a Final Report regarding their assessment.
- Architects RZK, Inc. will have little involvement.

Section III. Project Representatives/Project Team

We anticipate the City's Project Manager will be Andrew Orndorff.
Design Professional representative with Architects RZK, Inc. will be John Zwick, Architect

Section IV. Permitting

No permitting will be required for this effort

Section V. Owner's Responsibilities

The City will need to provide access to each site and the buildings thereon to TLC representative(s).

Section VI. Deliverables

Architects RZK, Inc. will provide the City with a DRAFT copy of the assessment from TLC and once the City has reviewed same will refine same into a FINAL assessment / report.

Section VII. Schedule

Upon receipt of a Purchase Order we estimate three (3) weeks for initial preparation of the Draft assessment and one (1) week for preparation of the Final assessment documents.

Section VIII. Method of Compensation

Attached herewith is an estimate of the work effort fees which is a NOT TO EXCEED value, provided the scope of work remains unchanged.

To be determined via the study.

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

Architects RZK, Inc.

John C Zwick Digitally signed by John C Zwick
Date: 2021.08.11 08:33:43 -04'00'

John C. Zwick, President
Authorized signatory's name and title

Date _____

Juliet Misconi

Juliet Misconi, Chief Procurement Officer NIGP-
CPP, CPPO, CPPB

8/19/2021

Date

Not applicable

Council approval date, if applicable

ESTIMATE OF WORK EFFORT & COST - PRIME CONSULTANT



Project: CoPB - ACS & VSS Assessment

Proposal #: P1210-2021

Consultant: Architects RZK, Inc.

Date: August 11, 2021

Activity	Principal	Project	Construction	CAD	Administration	Cost by Activity
	Architect	Manager	Inspector	Draftsman		
	\$162.65	\$100.00	\$102.90	\$80.00	\$52.75	
1) Engage TLC Engineering solutions	2.00	0.00	0.00	0.00	0.00	\$325.30
	\$325.30	\$0.00	\$0.00	\$0.00	\$0.00	
2) Administratively Manage the TLC effort	3.00	0.00	0.00	0.00	2.50	\$619.83
	\$487.95	\$0.00	\$0.00	\$0.00	\$131.88	
	0.00	0.00	0.00	0.00	0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	0.00	0.00	0.00	0.00	0.00	\$0.00
	0.00	0.00	0.00	0.00	0.00	
	0.00	0.00	0.00	0.00	0.00	\$0.00
	0.00	0.00	0.00	0.00	0.00	
	0.00	0.00	0.00	0.00	0.00	\$0.00
	0.00	0.00	0.00	0.00	0.00	
Total Staff Hours	5.00	0.00	0.00	0.00	2.50	\$945.13
Total Staff Cost	\$813.25	\$0.00	\$0.00	\$0.00	\$131.88	

RZK Staff Related Costs: \$945.13

RZK Material Costs: \$50.00

SUBTOTAL RZK ESTIMATED FEE: \$995.13

Subconsultant 1:		\$8,496.05
Subconsultant 1 Material Cost:	TLC Engineering Solutions	\$175.00
Subconsultant 2:		\$0.00
Subconsultant 2 Material Cost:		\$0.00
Subconsultant 3:		\$0.00
Subconsultant 3 Material Cost:		\$0.00
Subconsultant 4:		\$0.00
Subconsultant 4 Material Cost:		\$0.00
Subconsultant 5:		\$0.00
Subconsultant 5 Material Cost:		\$0.00
Subconsultant 6:		\$0.00
Subconsultant 1 Material Cost:		\$0.00

SUBTOTAL SUBCONSULTANT(S) ESTIMATED FEE: \$8,671.05

GRANDTOTAL ESTIMATED FEE: \$9,666.18



Revised July 22, 2021

July 16, 2021

Mr. John C. Zwick RA, LEED AP
Architects RZK, Inc.
600 Florida Avenue, Suite 202
Cocoa, FL 32922
Delivered via email: john.zwick@architectsrzk.com

**Re: City of Palm Bay ACS and VSS Site Assessment Study
Professional Engineering Services Proposal**

Dear John:

TLC Engineering Solutions, Inc. (TLC) is pleased to submit the following **revised** proposal to provide engineering services for the above referenced project. We appreciate your consideration and look forward to working with you and your design team on this project.

PROJECT SCOPE

We understand the project is to consist of a site assessment study for city wide security camera and access control systems located in Palm Bay, Florida. TLC's proposal is based on information provided in the email of June 23, 2021 from Susan Blair and subsequent meeting with the city of Palm Bay on July 7, 2021.

BASIC SCOPE OF SERVICES

Basic Scope of Services shall be as outlined in Architects RZK continuing Services Contract with the City of Palm Bay. TLC shall provide professional engineering and design services for:

- a. Electrical Engineering including site assessments at 28 buildings across 13 sites

TLC anticipates submittals at the following design stages:

- Draft Report
- Final Report

All submittals are anticipated to be electronic. Reproduction shall be performed by Architects RZK, Inc. or compensated as a reimbursable expense.

Up to two (2) coordination meetings are included in TLC's proposed work scope.

INFORMATION TO BE FURNISHED BY THE ARCHITECT

In addition to Architects RZK continuing Services Contract with the City of Palm Bay, specific information and material that impacts the design shall be provided to TLC as shown in Attachment A.

ADDITIONAL SERVICES

Additional services, when requested in writing by Architects RZK, Inc., shall be performed at TLC's standard hourly rates. Additional Services are as defined in AIA Document B101 – 2017 Edition – Abbreviated Standard Form of Agreement Between Owner and Architect, Article 4. Additional Services also include those items shown in Attachment B. TLC shall submit the estimated additional services cost for approval and authorization prior to proceeding with a design.

FEE

We propose to provide the above-described basic scope of services for a lump sum fee of \$8,496.05. (See Attachment C)

Fees are inclusive of conventional reimbursable expenses. Conventional reimbursable expenses include routine travel, express mail, photography, and plotting for coordination and submittals as noted above. Nonconventional expenses including unanticipated travel or reproduction expenses to be reimbursable at 1.1 times direct cost.

Billing will be monthly, based upon percentage of services completed and reimbursable expenses. Payment is due within fifteen (15) days of receipt of payment from client.


If our proposal is acceptable, your signature below will confirm TLC's authorization to proceed. Retain one copy and return one copy to TLC at the address on page 1 of this proposal. This authorization constitutes your commitment to pay the fee and reimbursable expenses, and represents that approval has been received by your firm from the client. Alternatively, we can enter into a contract agreement using AIA Document C401 - 2017 Edition - Standard Form of Agreement Between Architect and Consultant.

We look forward to your favorable selection of TLC and the opportunity to assist your team for this and future projects. Please give me a call with any questions or comments.

Sincerely,

TLC Engineering Solutions, Inc.


Bill A. Nance, RCDD, OSP
Associate / Electrical Project Manager


Gary C. Krueger, PE, CM, LEED AP BD+C
Vice President / Executive Director

Architects RZK, Inc.

By: _____

Print Name and Title _____

Date: _____

ATTACHMENT A

INFORMATION TO BE FURNISHED BY THE ARCHITECT
Professional Engineering Services Proposal

1. Copy of Owner-Architect Agreement.

ATTACHMENT B

ADDITIONAL SERVICES
Professional Engineering Services Proposal

1. AIA Document B101-2017 Edition – Standard Form of Agreement Between Owner and Architect, Article 3 and AIA Document C401 - 2017 Edition - Standard Form of Agreement Between Architect and Consultant, Article 5.
2. Construction site visits or attendance at design review meetings, as requested by the Owner or Architect, in excess of site visits per discipline as defined in our proposal.
3. Extensive phasing of project including development of multiple permitting packages.
4. Document reproduction beyond those required for in-house coordination and submittals as outlined above.
5. Development of “as-built” or record drawings.
6. Detailed cost estimating services.

ATTACHMENT C
ESTIMATE OF WORK EFFORT & COST - SUBCONSULTANT



Project: Palm Bay City Wide Security Assessment

Proposal:

Consultant: TLC Engineering Solutions

Date: July 22, 2021

Activity	Project	Electrical	Engineering	CAD	Engineering	Cost by Activity
	Engineer	Engineer	Intern	Draftsman	Technician	
	\$147.70	\$130.55	\$90.00	\$80.00	\$65.00	
1. Visit facilities and document existing conditions	30	0	0	0	0	\$4,431.00
	\$4,431.00	\$0.00	\$0.00	\$0.00	\$0.00	
2. Prepare Concept Report and review same with City Staff	5	5	0	0	5	\$1,716.25
	\$738.50	\$652.75	\$0.00	\$0.00	\$325.00	
3. Prepare Final Report and review same with City Staff	8	4	5	0	3	\$2,348.80
	\$1,181.60	\$522.20	\$450.00	\$0.00	\$195.00	
4. Assist City during Bidding	0	0	0	0	0	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
5. Resolve and Permit Comments with Bldg. Off.	0	0	0	0	0	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
6. Assist City during the Construction Period	0	0	0	0	0	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total Staff Hours	43	9	5	0	8	\$8,496.05
Total Staff Cost	\$6,351.10	\$1,174.95	\$450.00	\$0.00	\$520.00	

TLC Staff Related

Costs: \$8,496.05

TLC Material Costs: \$0.00

SUBTOTAL TLC ESTIMATED FEE: \$

Subconsultant 1: \$
Subconsultant 1 Material Cost: \$
Subconsultant 2: \$
Subconsultant 2 Material Cost: \$
Subconsultant 3: \$
Subconsultant 3 Material Cost: \$
Subconsultant 4: \$
Subconsultant 4 Material Cost: \$
Subconsultant 5: \$
Subconsultant 5 Material Cost: \$
Subconsultant 6: \$
Subconsultant 6 Material Cost: \$

SUBTOTAL SUBCONSULTANT(S) ESTIMATED FEE: \$0.00

GRANDTOTAL ESTIMATED FEE: **\$8,496.05**



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joan Junkala-Brown, Acting City Manager

THRU: Christopher A. Little, P.E.; Larry Wojciechowski, Finance Director

DATE: 9/2/2021

RE: Consideration of appropriating funds from Fund Balance for the North Regional Water Treatment Plant Carbon Dioxide Conversion Design, Permitting, and Bidding Services, Task Order 21-05-IS, Amendment 1 (Infrastructure Solution Services, Inc. - \$7,300).

On December 11, 2020, the Chief Procurement Officer approved Task Order 21-05-IS for the North Regional Water Treatment Plant (NRWTP) Carbon Dioxide Conversion Design, Permitting, and Bidding Services in the amount of \$68,260. This conversion is being done to eliminate the use of sulfuric acid. During the design process it was determined that the new system should be connected to the SCADA system through a new remote telemetry unit (RTU). The Engineer of record has submitted Amendment No. 1 in the amount of \$9,040 for the changes to the final design.

The Department is requesting fund appropriation from Fund Balance for Task Order 21-05-IS, Amendment No. 1. A budget amendment in the amount of \$7,300 will be submitted.

REQUESTING DEPARTMENT:

Utilities, Finance

FISCAL IMPACT:

Pending approval of the budget amendment, amount \$7,300 funds will be available in the Utilities Department's Renewal & Replacement Fund 424-8022-533-6221, project 19WS07.

RECOMMENDATION:

Motion to approve appropriation of funds on the next scheduled budget amendment, amount \$7,300, for Task Order 21-05-IS, Amendment No. 1.

ATTACHMENTS:

Description

Task Order 21-05-IS, Amendment No. 1

CITY OF PALM BAY, FL
NORTH REGIONAL WATER TREATMENT PLANT
CARBON DIOXIDE CONVERSION
DESIGN, PERMITTING, AND BIDDING SERVICES

In accordance with City Master Contract #36-0-2020/JG

AUGUST 23, 2021
TASK ORDER NO. 21-05-IS
AMENDMENT NO. 1

SECTION I. BACKGROUND

On December 11, 2020, the City of Palm Bay authorized Infrastructure Solution Services (ISS) to proceed with Task Order No. 21-05-IS for the design, permitting, and bidding services of the acid feed system conversion from sulfuric acid to carbon dioxide at the North Regional Water Treatment Plant.

At the 60% design review meeting, the City and ISS determined the 480-volt power feed to the bulk liquid carbon dioxide storage tank components and the 120-volt power feed to the carbonic acid feed panel components should originate from Reverse Osmosis (RO) Building Motor Control Center. However, this electrical system is not currently connected to an emergency generator providing back-up electrical power in case of an electrical power outage. As a short-term solution to this issue, the City has decided to move forward with the addition of a manual transfer switch, generator connection, and portable 125 kW motor driven generator that would be used as the backup power system ensuring the continued operations of the carbon dioxide system during an electrical power outage. This system would be used until such time as the proposed reverse osmosis improvements project is designed and constructed by the City.

At the 60% design review meeting and subsequent investigations, it was determined the control signals from the carbon dioxide system should be connected to the plant wide SCADA system through a new remote telemetry unit (RTU) with programmable logic controller (PLC) consistent with the current system. The City has decided to move forward with the implementation of the decision.

The following are the details of the scope:

SECTION II. SCOPE OF WORK

Infrastructure Solution Services agrees to perform the following tasks:

TASK A: PRELIMINARY ENGINEERING SERVICES

No changes from the original task order.

TASK B: FINAL DESIGN SERVICES

- a) No changes under this amendment.
- b) No changes under this amendment.
- c) No changes under this amendment.

- d) No changes under this amendment.
- e) ISS will prepare 90% design documents, including technical specifications, incorporating comments from the 60% design review. The electrical drawings and technical specifications will include the design of a manual transfer switch, generator connection, and portable 125 kW motor driven generator. The process and instrumentation drawings will be revised to show connecting the control signals from the carbon dioxide system to new RTU and fiber connection to existing SCADA infrastructure. The technical specifications will be prepared for the City's sole source controls integration contractor to be responsible for the integration of the carbon dioxide system into the plant wide controls system.
- f) No changes under this amendment.
- g) No changes under this amendment.
- h) No changes under this amendment.
- i) No changes under this amendment.

TASK C: PERMITTING SERVICES

No changes from the original task order.

TASK D: BIDDING SERVICES

No changes from the original task order.

TASK E: ENGINEERING SERVICES DURING CONSTRUCTION

Engineering Services during Construction will be provided under a separate Task Order.

SECTION III: PROJECT REPRESENTATIVES

City of Palm Bay Utilities:	Christopher A. Little, PE 321-952-3420 Christopher.Little@palmbayflorida.org
Infrastructure Solution Services	Clayton E. McCormack, PE 321-622-4646 cmccormack@infrastructureuss.com

SECTION IV: PERMITTING

No changes from the original task order.

SECTION V: CITY'S RESPONSIBILITY

Add the following items required from the CITY to complete the Task Order as mentioned above:

- a) Electrical loads for the demands within the RO Building excluding the RO treatment system components.
- b) As built drawings and current status of the RO programable logic controller and associated I/O cards.

SECTION VI: CONSULTANT SERVICES SPECIFICALLY NOT INCLUDED

No changes from the original task order.

SECTION VII: DELIVERABLES

No changes from the original task order.

SECTION VIII: SCHEDULE

Milestone	Calendar Days to Complete	Sum of Days from NTP
Mobilization	Completed	NA
Preliminary Design Package	Completed	NA
City Review of Preliminary Design	Completed	NA
60% Design Package	Completed	NA
City Review of 60% Design	Completed	NA
90% Design Package	35	35
City Review of 90% Design Package	14	49
FDEP Permit Review	30	79
Address Permitting Review Comments and Resubmit	10	89
Final Design Package (100% plans and technical specifications)	14	103
Bidding Phase	As Needed	As Needed

SECTION IX: BASIS OF COMPENSATION

The lump sum fee for the scope of work described in Section II of this Amendment No. 1. shall not exceed a total of **\$ 9,040.00** as shown in the table below. The modified total lump sum fee shall not exceed a total of **\$77,300.00**. The City shall periodically compensate the Consultant a portion of the task fee based on mutually agreed upon percentages of completion of each task.

TASK	DESCRIPTION	ORIGINAL FEE	ADDITIONAL FEE
A	Preliminary Design	\$ 14,440.00	\$ 0.00
B	Final Design Services	\$ 47,380.00	\$ 9,040.00
C	Permitting Services	\$ 1,520.00	\$ 0.00
D	Bidding Services	\$ 2,920.00	\$ 0.00
	Subconsultants Fees	\$ 2,000.00	\$ 0.00
	Subtotal	\$ 68,260.00	\$ 9,040.00
	Modified Total	\$ 77,300.00	

At the direction of the City, ISS may be requested to provide additional services. These additional serviced will be billed at ISS standard rates.

SECTION X: ESTIMATED COST OF CONSTRUCTION

Based on the design and construction services experience of Infrastructure Solution Services in Brevard County during the past several years, the estimated construction cost of the North Regional Water Treatment Plant Carbon Dioxide Conversion Project is \$630,000.

SECTION XI: ACCEPTANCE

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

INFRASTRUCTURE SOLUTION SERVICES, LLC.

City of Palm Bay, Florida



Brian M. Stahl, PE
Managing Member

Juliet Misconi, CPPO, CPPB
Chief Procurement Officer

08/23/21

Date

Date

Professional Engineering Services for the City of Palm Bay, Florida
 North Regional WTP CO2 Conversion Design and Permitting
 Task Order No. 21-05-IS
 ISS Project Number: PBU007
 Amendment No. 1



Project Hourly Labor Breakdown Estimate for Engineering Services									
Task Name	Senior Technical Professional	Professional Engineer 3	Engineer 1	Technician 5	1 Person Survey Crew	Administrative / Clerical 3	Total Hours	Total Dollars	
Task A: Preliminary Engineering Services	\$180	\$160	\$80	\$110	\$110	\$60			
Task Completed									
Task A: Total	0	0	0	0	0	0	0	\$0	
Task B: Final Design Services									
Coordinate and perform utility locates							0	\$0	
Prepare 60% design documents package							0	\$0	
Attend 60% design review meeting							0	\$0	
Prepare 90% design documents	4	16		24			44	\$5,920	
Attend 90% design review meeting							0	\$0	
Prepare final design documents		4		8			12	\$1,520	
Prepare Engineer's Opinion of Probable Construction Costs		2					2	\$320	
Prepare Technical Specifications		8					8	\$1,280	
							0	\$0	
Task B: Total	4	30	0	32	0	0	66	\$9,040	
Task C: Permitting Services									
No changes									
Task C: Total	0	0	0	0	0	0	0	\$0	
Task D: Bidding Services									
No changes									
Task D: Total	0	0	0	0	0	0	0	\$0	
Total Labor Hours	4	30	0	32	0	0	66		
% OF Total Labor Hours	6.1	45.5	0.0	48.5	0.0	0.0	100.0		
Total Labor Fee	\$720	\$4,800	\$0	\$3,520	\$0	\$0	\$9,040		

Subconsultants	Total
None	\$ -
Total Subconsultant Fees	\$ -

Summary of Task Estimate		Total
ISS Labor Estimate Total		\$9,040
Subconsultant Fees		\$0
ISS Expenses Estimate Total		\$0
Total Estimated Cost		\$9,040



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joan Junkala-Brown, Acting City Manager

THRU: Patrick J. Murphy, Acting Growth Management Director

DATE: 9/2/2021

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

The Growth Management Department/Code Compliance Division is requesting travel approval for Code Compliance Officers, Phillip Clendenin and Lisa Weggeland, to attend the Level 1 Fundamentals of Code Enforcement Class from September 20th thru the 24th, at Polk County Emergency Operations Center in Polk County. Level 1 Certification is required as part of the Code Compliance Officer Job Description. The cost is estimated at \$1637.50 per employee, which includes registration and exam fees.

REQUESTING DEPARTMENT:

Growth Management

FISCAL IMPACT:

The estimated cost is \$3,275 and is budgeted in Travel & Per Diem Account No. 001-3330-529-4001 (\$1,475) and Training & Education Account No. 001-3330-529-5501 (\$1,800).

RECOMMENDATION:

Motion to acknowledge and authorize travel as noted above.

ATTACHMENTS:

Description

Travel Information



CITY OF PALM BAY, FLORIDA

Travel Request/Advance Request

Control # _____

Request Date: 7/15/2021

Contact/Ext _____

Name: <u>LISA WEGGELAND</u>		Destination: <u>1980 JIM KEENE BLVD WINTER HAVEN FL</u>			
Department/Division: <u>Growth Management</u>		Departure Date of: <u>9/19/2021</u>		Return Date of: <u>9/24/2021</u>	
Account To Be Charged:		Time of: <u>3pm</u>		Time of: <u>5pm</u>	
		Estimated Cost: before mileage reimbursement \$1,637.50			
Purpose of Travel (Specify Conference, School or Other Reason) - ATTACH ITINERARY F.A.C.E LEVEL 1 CLASS & EXAM					
Date Approved By Council: _____					
Transportation: boldface or circle choice(s)		POV - Estimated Mileage _____		City Vehicle <u>Yes</u>	
		Common Carrier (complete below)			
PREPAID EXPENSES	VENDOR/ADDRESS	EXPLANATION	AMOUNT	FINANCE USE ONLY	
Registration	1980 Jim Keene Blvd. Winter Haven, FL 33880	F.A.C.E LEVEL 1 CLASS & EXAM		Vendor #	Check #
Due Date <u>6/10/2021</u>					Date
Hand Carry <u>Y</u> <u>N</u>					
			\$900.00		
Lodging	Holiday Inn Winter Haven, FL 200 Cypress Garden Blvd Winter Haven, FL 33880 Confirmation# 22255432	Rate <u>\$106.50</u> # Nights <u>5</u>		Vendor #	Check #
Due Date <u>p-card</u>					Date
Hand Carry <u>Y</u> <u>N</u>					
			\$532.50		
Common Carrier (if applicable)				Vendor #	Check #
Due Date _____					Date
Hand Carry <u>Y</u> <u>N</u>			\$0.00		
Other Expenses				Vendor #	Check #
Due Date _____					Date
Hand Carry <u>Y</u> <u>N</u>					
Other Expenses				Vendor #	Check #
Due Date _____					Date
Hand Carry <u>Y</u> <u>N</u>					
PER DIEM ADVANCE				Vendor #	Check #
Refer to www.gsa.gov for rates - attach proof of rate (Lodging prepaid - receipt required)					
Breakfast <u>0</u>	@	\$0.00 =	\$0.00		Date
Lunch <u>5</u>	@	\$14.00 =	\$70.00		
Dinner <u>5</u>	@	\$23.00 =	\$115.00		
Incidentals <u>4</u>	@	\$5.00 =	\$20.00		
			\$205.00		

TRAVEL APPROVALS

Department Head _____ Date _____

Finance _____ Date _____

(if applicable)

City Manager _____ Date _____

(ATTACH TO EXPENSE REPORT UPON RETURN)



CITY OF PALM BAY, FLORIDA

Travel Request/Advance Request

Contact/Ext _____

Control # _____
Request Date: 7/15/2021

Name: <u>Phillip Clendenin</u>		Destination: <u>1980 JIM KEENE BLVD WINTER HAVEN FL</u>			
Department/Division: <u>Growth Management</u>		Departure Date of: <u>9/19/2021</u>		Return Date of: <u>9/24/2021</u>	
Account To Be Charged:		Time of: <u>3pm</u>		Time of: <u>5pm</u>	
		Estimated Cost: before mileage reimbursement \$1,637.50			
Purpose of Travel (Specify Conference, School or Other Reason) - ATTACH ITINERARY F.A.C.E LEVEL 1 CLASS & EXAM					
Date Approved By Council: _____					
Transportation: boldface or circle choice(s)		POV - Estimated Mileage _____		City Vehicle <u>Yes</u>	
		Common Carrier (complete below)			
PREPAID EXPENSES	VENDOR/ADDRESS	EXPLANATION	AMOUNT	FINANCE USE ONLY	
Registration	1980 Jim Keene Blvd. Winter Haven, FL 33880	F.A.C.E LEVEL 1 CLASS & EXAM		Vendor #	Check #
Due Date <u>6/10/2021</u>					Date
Hand Carry <u>Y</u> <u>N</u>			\$900.00		
Lodging	Holiday Inn Winter Haven, FL 200 Cypress Garden Blvd Winter Haven, FL 33880 Confirmation# 26985660	Rate <u>\$106.50</u> # Nights <u>5</u>		Vendor #	Check #
Due Date <u>p-card</u>					Date
Hand Carry <u>Y</u> <u>N</u>			\$532.50		
Common Carrier (if applicable)				Vendor #	Check #
Due Date _____					Date
Hand Carry <u>Y</u> <u>N</u>			\$0.00		
Other Expenses				Vendor #	Check #
Due Date _____					Date
Hand Carry <u>Y</u> <u>N</u>					
Other Expenses				Vendor #	Check #
Due Date _____					Date
Hand Carry <u>Y</u> <u>N</u>					
PER DIEM ADVANCE Refer to www.gsa.gov for rates - attach proof of rate (Lodging prepaid - receipt required)				Vendor #	Check #
Breakfast <u>0</u>	@	\$0.00 =	\$0.00		Date
Lunch <u>5</u>	@	\$14.00 =	\$70.00		
Dinner <u>5</u>	@	\$23.00 =	\$115.00		
Incidentals <u>4</u>	@	\$5.00 =	\$20.00		
			\$205.00		

TRAVEL APPROVALS

Department Head _____ Date _____

Finance _____ Date _____

(if applicable)

City Manager _____ Date _____

(ATTACH TO EXPENSE REPORT UPON RETURN)

You have received this email from ilage@usf.edu in response to your Order.

Order Receipt

Order: 2855785
Store: USF Florida Institute of Government
Date/Time: June 10, 2021 1:00:59 PM EDT
Total: \$750.00

Billed To:
Valerie Carter
120 Malabar Road SE
Palm Bay, FL
32907
United States

Contact Email:
lisa.weggeland@pbfl.org

Payment Information:

Payment Type: Credit Card
Credit Card Number: xxxxxxxxxxxx4446
Reference Number: 20210610000157
Card Type: Visa
*** Card Not Present ***

Shipping Information:

Shipping Information: 2822388
Delivery Method: Onsite Event-No Shipping

Item	Stock Number	Quantity	Unit Price	Detail Total
Fundamentals of Code Enforcement Polk County 9/20-9/24 : Non members	3171851_2	1	\$750.00	\$750.00

Name: Lisa Weggeland

Title: Code Compliance Officer

Name of Organization: City of Palm Bay

Address: 120 Malabar Road SE

City: Palm Bay

State: Florida

Zip: 32907

Phone: 321-952-3430

Fax: 321-733-3086

Email: valerie.carter@pbfl.org

Subtotal:	\$750.00
Tax:	\$0.00
Total:	\$750.00

Return Policy Agreement:

http://usfweb2.usf.edu/upay/return_policy.htm

For questions, comments, or Order status, send email to ilage@usf.edu and refer to Order 2855785. Visit us [online](#).

Valerie Carter

From: Institute of Government <iog@ucf.edu>
Sent: Thursday, June 10, 2021 1:15 PM
To: Lisa Weggeland
Cc: Valerie Carter
Subject: Enrollment Confirmation

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Enrollment Confirmation for Lisa Weggeland

120 Malabar Road SE
Palm Bay FL 32907

F.A.C.E. Fundamentals Exam via USF September 24, 2021 in Polk County (022-0924)

Dates: 09/24/2021

Meets: F from 1:00 PM to 3:00 PM, 1 Session

Location: Polk County Emergency Operations Center

1980 Jim Keene Blvd.

Winter Haven, FL 33880

Notes: Exam payments are due two weeks prior to the exam date. Payments received after this date will incur a late fee. Test results will not be released until payment is received. As of 01/01/2016: No person may attend F.A.C.E. training or take an exam if approved payment has not been made prior to the start of the class or exam.

Fee Summary

Non Member Fee: \$150.00

F.A.C.E. Fundamentals of Code Enforcement Exam

Total charges: \$150.00

Your credit card will be charged for the amount due.

Thank you for your registration.

Institute of Government
(407) 882-3960
iog@ucf.edu

Valerie Carter

From: no-reply@velocitypayment.com
Sent: Thursday, June 10, 2021 1:18 PM
To: Valerie Carter
Subject: Payment Receipt: UCF FL Institute of Govt

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Successful Payment Receipt

Please print this receipt for your records

Remittance ID: AL6AD81E:c9f9mBOiy8IKiFDt0

Received: June 10, 2021 01:17PM EDT

Amount: \$150.00

Transaction Type: Authorization and Capture

Approval Code: 046084

Card Information: Visa

Valerie Carter

*****4446

Billing information: Address Line 1: 120 Malabar Road S.E.

Country: United States

State: FL

City: PALM BAY

ZIP Code: 32907

The information contained herein (or in any attachment) is privileged and confidential and intended only for the recipient listed above. If you are not the intended recipient, please advise the sender immediately by reply e-mail and delete this message and any attachments without retaining a copy. Review, re-transmission, dissemination or other use of, or action taken in reliance upon, this information by persons or entities other than the intended recipient is prohibited. While reasonable efforts have been made to ensure that attachments are virus-free, it is the recipient's sole responsibility to scan all attachments for viruses.

Jeanne Pinsi

From: Holiday Inn Hotels & Resorts <HolidayInn@tx.ihg.com>
Sent: Monday, June 14, 2021 3:09 PM
To: Jeanne Pinsi
Subject: Your Reservation Confirmation # 22255432 at Holiday Inn Hotels & Resorts.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thank you for booking with Holiday Inn Hotels & Resorts.

[View with Images](#)



[Brand Experience](#) | [Make a Reservation](#) | [IHG Rewards](#) | [Need Help?](#)

 [Travel advisory: Covid-19 and IHG Way of Clean](#)

Holiday Inn Winter Haven

200 Cypress Gardens Boulevard
Winter Haven, FL United States 33880

Hotel Front Desk: 18632922100
Email: holidayinn1132@yahoo.com

Guest Name: lisa weggeland

Check In:	Check Out:	Rooms:	Adults:
19 Sep 2021 — 25 Sep 2021		1	1
3:00 PM	11:00 AM		

[Modify Reservation](#)

[Customer Care](#)

[Download the IHG App](#)

[Ground Transportation](#)

[Cancel Reservation](#)

Your confirmation number is: 22255432

You have received this email from ilage@usf.edu in response to your Order.

Order Receipt

Order: 2855788
Store: USF Florida Institute of Government
Date/Time: June 10, 2021 1:05:04 PM EDT
Total: \$750.00

Billed To:
Valerie Carter
120 Malabar Road SE
Palm Bay, FL
32907
United States

Contact Email:
phillip.clendenin@pbfl.org

Payment Information:
Payment Type: Credit Card
Credit Card Number: xxxxxxxxxxxx4446
Reference Number: 20210610000160
Card Type: Visa
*** Card Not Present ***

Shipping Information:
Shipping Information: 2822391
Delivery Method: Onsite Event-No Shipping

Item	Stock Number	Quantity	Unit Price	Detail Total
Fundamentals of Code Enforcement Polk County 9/20-9/24 : Non members	3171851_2	1	\$750.00	\$750.00

Name: Phillip Clendenin

Title: Code Compliance Officer

Name of Organization: City of Palm Bay

Address: 120 Malabar Road Se

City: Palm Bay

State: Florida

Zip: 32907

Phone: 321-952-3430

Fax: 321-733-3086

Email: phillip.clendenin@pbfl.org

Subtotal:	\$750.00
Tax:	\$0.00
Total:	\$750.00

Return Policy Agreement:

http://usfweb2.usf.edu/upay/return_policy.htm

For questions, comments, or Order status, send email to ilage@usf.edu and refer to Order 2855788. Visit us [online](#).

Valerie Carter

From: Institute of Government <iog@ucf.edu>
Sent: Thursday, June 10, 2021 1:17 PM
To: Phillip Clendenin
Cc: Valerie Carter
Subject: Enrollment Confirmation

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Enrollment Confirmation for Phillip Clendenin

120 Malabar Road SE
Palm Bay FL 32907

F.A.C.E. Fundamentals Exam via USF September 24, 2021 in Polk County (022-0924)

Dates: 09/24/2021

Meets: F from 1:00 PM to 3:00 PM, 1 Session

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Winter Haven, FL 33880

Notes: Exam payments are due two weeks prior to the exam date. Payments received after this date will incur a late fee. Test results will not be released until payment is received. As of 01/01/2016: No person may attend F.A.C.E. training or take an exam if approved payment has not been made prior to the start of the class or exam.

Fee Summary

Non Member Fee: \$150.00

F.A.C.E. Fundamentals of Code Enforcement Exam

Total charges: \$150.00

Your credit card will be charged for the amount due.

Thank you for your registration.

Institute of Government
(407) 882-3960
iog@ucf.edu

Valerie Carter

From: no-reply@velocitypayment.com
Sent: Thursday, June 10, 2021 1:16 PM
To: Valerie Carter
Subject: Payment Receipt: UCF FL Institute of Govt

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Successful Payment Receipt

Please print this receipt for your records

Remittance ID: AL6AD6GL:c9f9mBOiy8IKiFDt0

Received: June 10, 2021 01:14PM EDT

Amount: \$150.00

Transaction Type: Authorization and Capture

Approval Code: 000143

Card Information: Visa

Valerie Carter

*****4446

Billing information: Address Line 1: 120 Malabar Road SE

Country: United States

State: FL

City: Palm Bay

ZIP Code: 32907

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Jeanne Pinsi

From: Holiday Inn Hotels & Resorts <HolidayInn@tx.ihg.com>
Sent: Monday, June 14, 2021 3:09 PM
To: Jeanne Pinsi
Subject: Your Reservation Confirmation # 26985660 at Holiday Inn Hotels & Resorts.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thank you for booking with Holiday Inn Hotels & Resorts.

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Travel advisory: [Covid-19](#) and [IHG Way of Clean](#)

Holiday Inn Winter Haven

200 Cypress Gardens Boulevard
Winter Haven, FL United States 33880

Hotel Front Desk: 18632922100
Email: holidayinn1132@yahoo.com

Guest Name: phil clendenin

Check In:	Check Out:	Rooms:	Adults:
19 Sep 2021 — 25 Sep 2021		1	1
3:00 PM	11:00 AM		

[Modify Reservation](#)

[Customer Care](#)

[Download the IHG App](#)

[Ground Transportation](#)

[Cancel Reservation](#)

Your confirmation number is: 26985660



U.S. General Services Administration

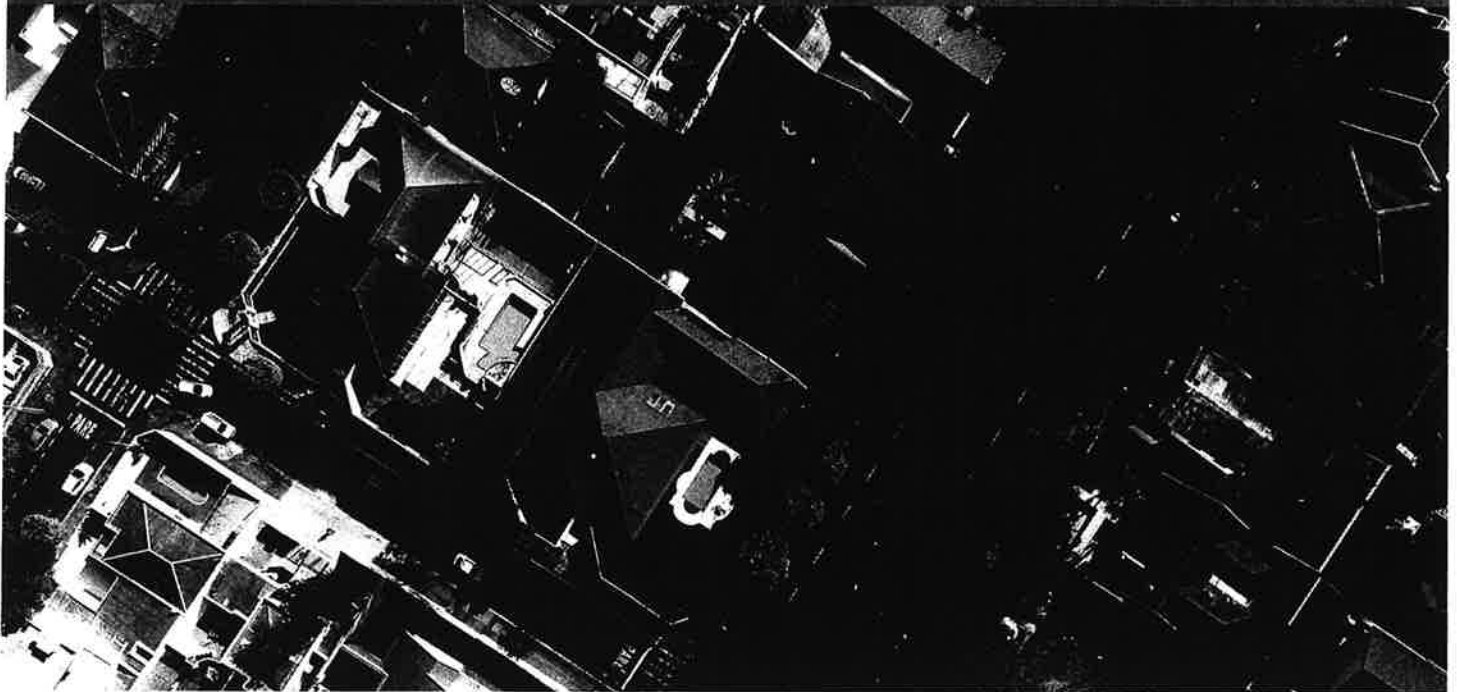
FY 2021 Per Diem Rates for ZIP 33880

Meals & Incidentals (M&IE) Breakdown

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



Florida Association of Code Enforcement, Inc.



Polk County Emergency Ops Center
Winter Haven, FL
September 20-24, 2021

Fundamentals of Code Enforcement

M- September 20 8 AM - Property Research & Ownership	1 PM - 5 PM Property Research & Ownership
T- September 21 8 AM - Legal Issues Part 1	1 PM - 5 PM Legal Issues Part 2
W- September 22 8AM - Principles & Practices	1 PM - 5 PM Principles & Practices
Th- September 23 8 AM - Communication	1 PM - 5 PM Ethics
F- September 24 8 AM - Principles & Practices	1 PM- 3 PM Exam

Brought to you by:

The John Scott Dailey Florida
Institute of Government
USF College of Arts and Sciences
4202 E. Fowler Ave, SOC 107
Tampa, FL 33620



FLORIDA
INSTITUTE OF
GOVERNMENT



UNIVERSITY OF
SOUTH FLORIDA



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Terese Jones, City Clerk

DATE: 9/2/2021

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

The Office of the City Clerk is requesting authorization for the Deputy City Clerk to travel for training and educational purposes. Travel request is for the Florida Association of City Clerks' 2021 Fall Academy in Daytona Beach Shores, Florida, from October 17-21, 2021. This is part of Mrs. Lefler's continuing professional education to receive her Master Municipal Clerk certification.

REQUESTING DEPARTMENT:

Legislative

FISCAL IMPACT:

Estimated cost is \$1,100. Funding is available in the Legislative Operating Accounts 001-1110-511-4001 and 001-1110-511-5501.

RECOMMENDATION:

Motion to approve travel for the Deputy City Clerk as requested.

ATTACHMENTS:

Description

Conference Program



FACC 2021 FALL ACADEMY Announcement

Florida Association of City Clerks

October 17-21, 2021

The Shores Hotel, Daytona Beach Shores

President's Message



On behalf of the FACC, I am so excited to welcome you to Daytona Beach Shores, October 17-21, for the 2021 Fall Academy! You are going to learn so much at this event! Get excited!

My presidential theme (and personal goal) is to ***"Never Stop Learning."*** No matter how much you already know, you can always learn something new! The Professional Education Committee, chaired by DeLand City Clerk Julie Hennessy, MMC, and co-chaired by Palm Shores Town Clerk Patricia Burke, MPA, MMC, has created an exciting and challenging lineup of sessions that will help you gain knowledge and expertise to focus on further growth and development as a municipal clerk.

First-year participants and first-time attendees ... be sure to participate in our First Year/First-Time Attendees' MANDATORY Orientation and Education Basics session on Monday, October 18, from 7:30 a.m. - 8:00 a.m. Please join us for this informative session to learn how your association can assist you in your professional goals and challenges, while also letting us get to know you.

Don't miss our Pre-Academy Workshop: Athenian Dialogue on Sunday, October 17. City Clerk Camilla Pitman, MMC, Certified Professional Legal Secretary, Greenville, SC, will lead a discussion on the book "Eat Mor Chikin: Inspire More People: Doing Business the Chick-fil-A Way" by Chick-fil-A Founder S. Truett Cathy. Remember, this session is limited to a maximum of 30 participants on a first-come, first-served basis. Please sign up quickly in order to secure your seat!

I look forward to seeing each of you during our 2021 Fall Academy. It is the perfect opportunity to learn all you can!

Stacey Johnston, MMC
FACC President
City Clerk, City of Holmes Beach

#FACCFall2021

General Information

Join us October 17-21 for the 2021 Florida Association of City Clerks Fall Academy at The Shores Hotel in Daytona Beach Shores. The Fall Academy is considered the primary educational opportunity for Florida municipal clerks each year and offers the “core” classes considered essential for the International Institute of Municipal Clerks’ (IIMC) Certified Municipal Clerk (CMC) and Master Municipal Clerk (MMC) certification programs.

The event begins Sunday, October 17, with a Pre-Academy Workshop: Athenian Dialogue session featuring Camilla G. Pitman, MMC, City Clerk, Certified Professional Legal Secretary, Greenville, SC, who will be facilitating a discussion about the book “Eat Mor Chikin: Inspire More People: Doing Business the Chick-fil-A Way” by S. Truett Cathy. **The Pre-Academy Workshop is a separate registration fee from the Fall Academy registration.** Athenian Leadership Society Dialogues are limited to a minimum of 10 participants and a maximum of 30 participants on a first-come, first-served basis. The dialogue is worth six CMC/MMC education hours (or three CMC/MMC education points) with the completion of a knowledge assessment. Participants are required to purchase and read the book prior to the session. When you register, please include the Pre-Academy Workshop registration fee in your total.

The CMC program (First-Year and Second/Third-Year Tracks), approved by IIMC for 32 CMC education hours, begins Monday, October 18, at 8:00 a.m. and continues through Thursday, October 21, until 5:30 p.m.

The MMC program, approved by IIMC for 20 MMC education hours, begins Monday, October 18, at 8:00 a.m. and continues through Wednesday, October 20, until noon.

The early registration deadline is Thursday, September 16. Your registration form must be post-marked on or before September 16 to be eligible for the early registration fee. **Thursday, September 16, is the deadline to make your hotel reservation at The Shores Hotel.**

SAFETY PRECAUTIONS

FACC will be following current CDC and hotel recommendations and guidelines. All attendees will be asked to comply with the CDC and hotel guidelines. Your patience and understanding are appreciated. If you do not feel that you can adhere to these conditions, please do not register for the event.

CMC CERTIFICATION PURPOSE

The CMC Academy is an intensive program of continuing professional education for municipal clerks and deputy clerks. The purpose of the CMC Fall Academy is to provide the core classes considered essential for clerks to fulfill their day-to-day responsibilities, as well as to enhance leadership and administrative skills, update practical knowledge of clerks in a time of constant change and provide a bridge between the latest academic theories and realities of current policies and practices. With increased municipal responsibilities, there is a great need for professional education to assist the municipal clerk in acquiring new skills and knowledge, while strengthening those already in use.

WHAT IS THE CMC CERTIFICATION?

A CMC (Certified Municipal Clerk) certification is a special designation granted by the IIMC to clerks who have completed 120 hours of attendance at a recognized academy and/or fulfilled other educational or non-educational requirements. Addition-

ally, a CMC candidate must have been a member of IIMC for a minimum of two years. To be recognized by the IIMC, the academy must provide instruction in public administration and personal development. Therefore, not all sessions presented will be applicable to every clerk's unique position, however, these sessions are required to achieve a satisfactory completion of the IIMC certification training.

FALL ACADEMY CMC EDUCATIONAL TRACKS (FIRST, SECOND AND THIRD YEAR)

For new clerks and those who have never attended a Fall Academy, FACC strongly recommends registering for the first-year track to ensure you receive education in the most critical, core aspects of the clerks' duties and responsibilities. Because it takes an average of three years to complete the 120 educational hours required by IIMC for the CMC certification, most clerks who begin the first-year track will then be able to go through the following year's Fall Academies (second- and third- year tracks) as a cohesive group, with a class president and a class project and then be honored at the end of the third year with a Recognition Ceremony for those who will be earning their CMC designation. Be sure to attend the First-Time Attendees' MANDATORY Orientation and Education Basics session at 7:30 a.m. on Monday, October 18.

The Second/Third-Year Fall Academy tracks offer increasingly complex classes in the core duties and responsibilities of the municipal clerk, while also including additional personal development classes. The CMC program is designed to be progressive in nature, and courses focus more on public administration topics in the odd years (i.e., 2021) and leadership/management courses in the even years (i.e., 2022).

If you have any questions regarding which CMC track (First Year or Second/Third Year) you should attend, please contact Amy Brewer, Education Coordinator, Florida Institute of Government, at abrewer@fsu.edu or 850.487.1870.

WHAT IS THE MMC CERTIFICATION?

The MMC (Master Municipal Clerk) certification is the more advanced IIMC educational program for those clerks who have already earned their CMC designation and wish to continue their professional growth and development. Designed to offer advanced training and education in leadership, management and interpersonal subject areas, the purpose of the MMC certification program is to prepare participants to perform higher level (and more complex) municipal duties. The MMC program honors and salutes continued high-level achievement. A CMC designation is a prerequisite for this program.



Registration

Registration fees must accompany all registration forms. To qualify for the advanced registration fee, registration forms must be postmarked on/or before September 16, 2021. Registration forms postmarked after September 16, 2021, will be processed at the specified regular fee. **All registration forms must be received by October 11, 2021. If you are unable to meet this deadline, please register on-site.**

REGISTRATION FEES

	Advanced Fee Before/On 09/16/2021	Regular Fee After 09/16/2021
Pre-Academy Workshop: Athenian Dialogue This is a separate registration fee from the Fall Academy registration. This workshop is limited to a maximum of 30 participants on a first-come, first-served basis.	\$100.00	\$115.00
First-Year Basic – FACC Member	\$400.00	\$450.00
First-Year Basic – FACC Associate Member	\$425.00	\$475.00
First-Year Basic – Nonmember	\$475.00	\$525.00
Second-Year Basic – FACC Member	\$400.00	\$450.00
Second-Year Basic – FACC Associate Member	\$425.00	\$475.00
Second-Year Basic – Nonmember	\$475.00	\$525.00
Third-Year Basic – FACC Member	\$400.00	\$450.00
Third-Year Basic – FACC Associate Member	\$425.00	\$475.00
Third-Year Basic – Nonmember	\$475.00	\$525.00
Advanced – FACC Member	\$375.00	\$425.00
Advanced – FACC Associate Member	\$400.00	\$450.00
Advanced – Nonmember	\$450.00	\$500.00

Advance Registration

All participants are encouraged to register in advance to avoid delays at the registration desk. Please complete and return the registration form, along with payment, to FACC, P.O. Box 1757, Tallahassee, FL 32302. Make your check payable to FACC. We cannot accept purchase orders. Mastercard, Visa and American Express are accepted for online registration only. Registration forms will not be processed without payment in full.

Online Registration

Registration is available online at floridaclerks.org. You will need a username and password. If you have never registered for an FACC event online, please contact Rachel Embleton at 850.222.9684 or rembleton@flcities.com for your credentials.

You can pay online with your Mastercard, Visa or American Express, or you can mail your registration form and fee by check to FACC, P.O. Box 1757, Tallahassee, FL 32302. **You are not considered registered until your payment is received and processed, and you will not receive housing information until registration is paid.**

Deadlines

Hotel Cutoff	September 16, 2021
Early Registration Ends	September 16, 2021
Cancellation Requests	September 24, 2021
Registration Cutoff	October 11, 2021

Refunds

Cancellations must be in writing and either faxed to 850.222.3806, emailed to facc@flcities.com or mailed to FACC, P.O. Box 1757, Tallahassee, FL 32302. Substitutions may be made at any time with advance notification. **All cancellations received by 5:00 p.m. Friday, September 24, 2021, will be entitled to a refund less a \$25 administration fee.**

Prepaid registrants not canceled by this date will be included in the advance registration guarantee required by the hotel and are not eligible for a refund unless you cancel for issues related to COVID-19 (for example: you test positive or have been in close contact with someone who tested positive). You are required to cancel in writing in order to be eligible to a refund less a \$25 administration fee. If the in-person event is canceled by the FACC due to concerns regarding COVID-19, all registration fees will be refunded in full.

Registration Desk Schedule

Sunday, October 17	3:00 p.m. - 5:00 p.m.
Monday, October 18	7:00 a.m. - 5:30 p.m.
Tuesday, October 19	7:00 a.m. - 5:30 p.m.
Wednesday, October 20	7:00 a.m. - 5:30 p.m.
Thursday, October 21	7:00 a.m. - 5:30 p.m.

Event Attire

Attire for this event is business casual. Meeting rooms are often cool, so you may wish to bring a sweater.

Hotel Information

To protect our room block for registrants, it is our policy that housing information is released only upon payment of registration. Once your registration is paid, you will receive housing information via email. **Please note the cutoff date to make hotel reservations is September 16, 2021. However, the room block may be filled before that date, so make your reservations as soon as possible.** It is important that you register for the Academy early so that you have plenty of time to make your reservations.

Note: If you make your hotel reservation outside of our room block, your room is not protected, and if the hotel becomes full, the hotel could possibly move you to a different hotel.

The Shores Hotel will serve as the host hotel. The room rate is \$129 per night plus tax. The Shores offers self-parking at no cost; valet parking is \$23 per night. Resort check-in is 4:00 p.m. Check-out time is 11:00 a.m. If you are interested in a late checkout, please make arrangements directly with the hotel.

Breast Cancer Awareness Month



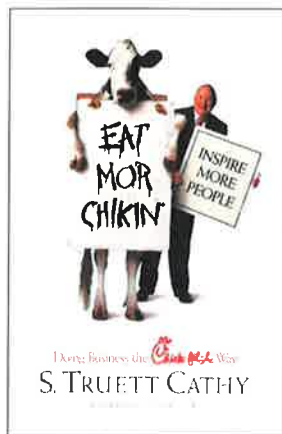
In honor of Breast Cancer Awareness Month, FACC encourages attendees to wear pink on Tuesday, October 19. Dress in the most extreme amount of pink clothes and accessories you have and participate in the Pink to the Extreme Contest.

PRE-ACADEMY WORKSHOP: ATHENIAN DIALOGUE*

Sunday | October 17

Eat Mor Chikin – Inspire More People Doing Business the Chick-fil-A Way

9:00 a.m. - 4:30 p.m.



This Athenian Dialogue provides an outline of the journey of Chick-fil-A Founder S. Truett Cathy and the trials and tribulations of life that led him to achieve success while making a difference in the lives of his employees and customers. Growing up during the Great Depression and living in the nation's first government-subsidized housing project, Truett learned the principles of hard work, fairness, honesty, loyalty,

and respect. Those led him to create a fast-food motif in 1967, sell the first boneless breast chicken sandwich and be the first fast-food restaurant to operate in a shopping mall.

"Eat Mor Chikin: Inspire More People: Doing Business the Chick-fil-A Way" stresses the value of people and principles, gaining loyalty and trust in your employees and making a difference through actions and commitment, all of which are important lessons for the role of a municipal clerk. The principles shared by S. Truett Cathy and the lessons expressed by the testimony

in the book provide important examples of how municipal clerks can play a role in improving the relationship of trust and teamwork between local government and its citizens.

Presented by: Camilla G. Pitman, MMC, City Clerk, Certified Professional Legal Secretary, City of Greenville, SC

****This Athenian Dialogue has been pre-approved for three IIMC, CMC or MMC education points with the satisfactory, timely completion of a learning assessment. All participants must have completed the book in its entirety as a prerequisite for dialogue attendance.***

\$100 plus purchase of book; lunch is on your own.

Athenian Leadership Society Dialogues are limited to a minimum of 10 participants and a maximum of 30 participants per session on a first-come, first-served basis. **Participants are required to purchase and read the book prior to the session.** Due to the pre-work involved (reading the book), on-site registrations are not allowed. "Eat Mor Chikin: Inspire More People: Doing Business the Chick-fil-A Way" is available through Amazon; support the IIMC Foundation by selecting IIMC Foundation when you click on smile.amazon.com. Amazon will donate a portion of the purchase price to IIMC Foundation to support continuing education for municipal clerks.

FIRST YEAR PROGRAM

MONDAY - THURSDAY | October 18-21

MONDAY, OCTOBER 18

First-Time Attendees' MANDATORY Orientation and Education Basics

7:30 a.m. - 8:00 a.m.

This is an informal session for new attendees to meet your FACC Board, as well as the FACC Executive Director, FACC staff and staff from the Florida Institute of Government. Please join us for this brief but informative session to learn how your association can assist you in your professional goals and challenges, while also letting us get to know you.

Presented by: Board Members, IOG Staff and FACC Staff

Structure and Function of Local Government in Florida

8:00 a.m. - 12:00 p.m.

A historical overview of the creation, powers, structures and functions of all of Florida's local governments. Detailed information will be given on municipal government, including governance forms, services and challenges faced by cities, towns and villages across the Sunshine State. Attendees will also gain an appreciation of the intergovernmental dynamics within Florida.

Presented by: Lynn Tipton, Director, FLC University, Florida League of Cities

Election Basics

1:30 p.m. - 5:30 p.m.

Does the thought of your first (or even second) election send chills down your spine? Worried about messing something up? Don't worry. We've got your back! This session is intended to introduce clerks to the fundamentals of running a successful election. The first part of this session covers the roles and responsibilities of the clerk, types of elections, absentee and early voting, management of poll workers and polling locations, what goes into a candidate package, advertising, qualifying process, an introduction to campaign financing, the role of the canvassing board, determining election results and where to direct various complaints. (Oh, you will get them!) The panel will also provide a generic checklist of election activities that each clerk can take back and tailor to their respective municipalities. The second part of this session will be highly interactive and will include individual questions submitted to the panel prior to and during the session. So that everyone's comfortable, questions may be submitted anonymously; so, feel free to ask away or share your own experiences!

Presented by: Russell C. Muñiz, MPA, MMC, Assistant Town Manager/Town Clerk, Town of Southwest Ranches and Susan A. Owens, MPA, MMC, Village Clerk, Human Resources Administrator, Procurement Administrator and Emergency Management Coordinator, Village of Indian-town, and Patricia Snider, CMC, City Clerk, City of Palm Beach Gardens

TUESDAY, OCTOBER 19

Wear pink today in honor of Breast Cancer Awareness Month.

Records Management

8:00 a.m. - 12:00 p.m.

This session will provide municipal clerks with an overview of the laws and regulations regarding the identification, maintenance, access and retention of public records for both state and local agencies. Topics include public records law requirements, records retention and disposition requirements, public records access requirements, electronic records and vital records and disaster preparedness.

Presented by: Stephanie Boggs, Government Operations Consultant, Division of Library and Information Services, Florida Department of State

Recognition Luncheon

12:00 p.m. - 1:30 p.m.

The Municipal Clerk 101: A Professional Toolbox

1:30 p.m. - 5:30 p.m.

This session will introduce you to the day-to-day duties that you will need to understand and be able to successfully implement in your first year as a municipal clerk. We will discuss the basics of Florida notary law, basic ordinances and resolutions (including the difference and when to use them), legal advertising and public notices, the statutory requirements for minutes and a basic introduction to the do's and don'ts of public records requests including contractor responsibilities. This session will be a dynamic one with plenty of time for questions and answers and an open discussion of topics with which you need help.

Presented by: Patricia J. Burke, MPA, MMC, Town Clerk, Town of Palm Shores and Julie A. Hennessy, MMC, City Clerk, City of DeLand

WEDNESDAY, OCTOBER 20

Joint Session - Municipal Clerks Tales 2021: Best Practices and Lessons Learned from Seasoned Clerks

8:00 a.m. - 12:00 p.m.

Led by seasoned clerks, this panel presentation will include real-world stories on topics that municipal clerks face daily; panelists will share lessons learned. This session will also include a robust opportunity for Q&A. This highly interactive session will provide an opportunity to learn from FACC's most experienced "frequent flyers" in addition to your colleagues' experiences. You will walk away with valuable tips, tricks, processes and "what not to do" on topics including public records, advisory boards, records management, candidates, notary services and promotion of the Clerks' office with elected officials, boards and the public. If you have questions you would like to see addressed during this session, please email Lori Stelzer at lstelzer@venicefl.gov by Monday, September 27, 2021.

Presented by: Patricia J. Burke, MPA, MMC, Town Clerk, Town of Palm Shores; Julie A. Hennessy, MMC, City Clerk, City of DeLand; Stacey Johnston, MMC, City Clerk, City of Holmes Beach; Kelly Koos, MMC, City Clerk, City of Lakeland; Lisa Morris, CMC, Deputy City Clerk, City of Brooksville; and Lori Stelzer, MMC, City Clerk, City of Venice

The Municipal Clerk 102: A Professional Toolbox

1:30 p.m. - 5:30 p.m.

This session will be a continuation of Tuesday's session (Municipal Clerks 101) on the duties and responsibilities of the municipal clerk and will include additional information on many topics. This will be another very dynamic session

with plenty of time for questions and answers and an open discussion of topics that you need help with.

Presented by: Patricia J. Burke, MPA, MMC, Town Clerk, Town of Palm Shores and Julie A. Hennessy, MMC, City Clerk, City of DeLand

THURSDAY, OCTOBER 21

Taking Flight with DISC: Building Relationships

8:00 a.m. - 12:00 p.m.

This session is a high-energy training experience where individuals learn about themselves and others. By linking the DISC styles to four birds, the Taking Flight with DISC program breathes new life into the tried – and – true DISC model. With this new knowledge, employees more effectively recognize and manage their challenges and produce better results. Self-aware employees work better with their colleagues and promote teamwork at every level of the organization. This session includes an introduction to the four styles, engaging

activities to see the styles in action, information on linking the four styles to core skills needed by all employees, exercises to develop people-reading skills and action planning.

Presented by: Denise Wilson, President, Denise Wilson Consulting & Certified DISC Instructor

Ethics in the Workplace

1:30 p.m. - 5:30 p.m.

As public employees, you and your staff face situations in which your personal and professional ethics are tested every day. The ethical dilemmas facing you or your department vary in degree of intensity. No matter the dilemma, every time you and your staff make a decision in these situations, an ethical or unethical pattern of decision-making is established. This workshop will provide “ethical muscle,” enabling you to consistently choose the ethical solution to the situations facing you.

Presented by: Shwanda T. Barnette, JD, Membership Relations Ambassador, Florida League of Cities

SECOND/THIRD YEAR PROGRAM MONDAY - THURSDAY | October 18-21

MONDAY, OCTOBER 18

Effective Business Writing

8:00 a.m. - 12:00 p.m.

It is not just in professional face-to-face interactions that we must get it right the first time; the same can be said in written correspondence, especially when you are submitting a proposal, an agenda, an executive summary or an email. Your communication has the power to establish rapport, clarify work intent and solve problems. Whether you need a business writing refresher or a solid introductory course, this session will sharpen your knowledge and skills on current best practices of effective business writing.

Presented by: Anne Schroeder, President, Schroeder Management Consultants

Local Government Budgeting in Florida

1:30 p.m. - 5:30 p.m.

This session is intended for municipal clerks at all stages of their careers. Attention will be given to terms and tools that are helpful for municipal clerks to more fully understand the purpose of a budget, the budget process, fund types used in

public budgets, key revenues, types of budget formats and important financial policies to facilitate strategic budgeting.

Presented by: Robert E. Lee, Ph.D., MPA Program Coordinator and Associate Professor at Florida Gulf Coast University and Executive Director of the Center for Florida Local Government Excellence at the Florida Institute of Government

TUESDAY, OCTOBER 19

Wear pink today in honor of Breast Cancer Awareness Month.

Dealing with Difficult People

8:00 a.m. - 12:00 p.m.

While most municipal clerks truly love helping their customers and team members, some days (and some people) can be especially challenging. This session will help you identify and understand “difficult” people – who come in many different forms and situations. You will also learn the difference between dealing with customers and dealing with internal team members, including practical tools and techniques to assist you in providing productive

and smart relationship-building solutions. Whether it be customers, co-workers or colleagues, in order to succeed in local government, you have to manage relationships harmoniously, even with difficult people!

Presented by: David Alba, Facilitator and Trainer, Trainnovations

Recognition Luncheon
12:00 p.m. - 1:30 p.m.

Parliamentary Procedure
1:30 p.m. - 5:30 p.m.

Parliamentary procedure, or parliamentary law, refers to the rules for a meeting, that is, the agreed-upon rules a group of people use when they come together, present and discuss choices and make decisions. This presentation will familiarize participants with the fundamental principles of parliamentary law and how implementing certain parliamentary procedures can streamline meetings, make them more efficient and productive and make good use of everyone's time. Good parliamentary procedure establishes rules of procedure. While many people may regret or voice disagreement with a decision after it is made, the outcome will be acceptable if the decision is based upon generally accepted rules that have been agreed upon and used to reach the decision.

Presented by: Mark Moriarty, Attorney at Law

WEDNESDAY, OCTOBER 20

Joint Session – Municipal Clerks Tales 2021: Best Practices and Lessons Learned from Seasoned Clerks
8:00 a.m. – 12:00 p.m.

Led by seasoned clerks, this panel presentation will include real-world stories on topics that municipal clerks face daily; panelists will share lessons learned. This session will also include a robust opportunity for Q&A. This highly interactive session will provide an opportunity to learn from FACC's most experienced "frequent flyers" in addition to your colleagues' experiences. You will walk away with valuable tips, tricks, processes and "what not to do" on topics including public records, advisory boards, records management, candidates, notary services and promotion of the clerks' office with elected officials, boards and the public. If you have questions you would like to see addressed during this session, please email Lori Stelzer at lstelzer@venicefl.gov by Monday, September 27, 2021.

Presented by: Patricia J. Burke, MPA, MMC, Town Clerk, Town of Palm Shores; Julie A. Hennessy, MMC, City Clerk, City of DeLand; Stacey Johnston, MMC, City Clerk, City of Holmes Beach; Kelly Koos, MMC, City Clerk, City of Lake-

land; Lisa Morris, CMC, Deputy City Clerk, City of Brooksville and Lori Stelzer, MMC, City Clerk, City of Venice

Florida's Ethics, Sunshine & Public Records Laws
1:30 p.m. - 5:30 p.m.

In any municipal hall you will hear these terms daily: records requests, gift laws, archives, voting conflicts, public notices ... but what are the laws around each one? This workshop covers Florida's unique and detailed open meetings and open records laws, collectively known as the Sunshine Law, and will also cover Florida's ethics law. Many clerks and clerk office staff are responsible for reporting related to these laws, answering the public's questions about these laws and answering related questions. This class will address both law and application, as well as provide many examples; be sure to bring your questions!

Presented by: Jay Daigneault, Esq. and Randy Mora, Esq., Trask Daigneault Law Firm

THURSDAY, OCTOBER 21

Wandering the Digital Wilderness: Municipal Electronic Records and Public Records Management
8:00 a.m. - 12:00 p.m.

This session explores the reality of properly managing public records in electronic form, including the challenges and responsibilities of municipal clerks across the state. Topics for discussion include Florida's public records laws, digital formats, electronic content management systems and municipal records programs.

Presented by: Matt Daugherty, CRM, Executive Vice President, SML, Inc.

Mastering the Media
1:30 p.m. - 5:30 p.m.

Communication builds community, and the less people know, the more they YELL. Municipal clerks will learn key skills to become adept at "telling the story" of their local government's challenges and triumphs in any forum – whether a televised meeting or a reporter's unexpected phone call (or visit)! Savvy skills to turn the conversation in your favor and to build awareness and consensus are what you will learn in "Mastering the Media." This highly interactive, high-energy workshop will empower participants to use any medium to their advantage and to bring back a positive approach with practical application to their respective municipalities.

Presented by: Brenda J. Viola, President, ME Seminars

MONDAY, OCTOBER 18

Ethics & the Art of Ethical Decision-Making

8:00 a.m. - 12:00 p.m.

Clerks frequently encounter and must deal with on-the-job ethical issues. This course will help participants learn how to recognize ethical dilemmas and know why they occur. In addition, they will increase their awareness of the role their own ethical character plays in their decision-making process, as well as the influence of the ethical character of others. Participants also will learn tools to analyze the ethical problems they encounter at work to determine an ethical resolution to these dilemmas.

Presented by: Dena Hurst, The John Scott Dailey Florida Institute of Government, Florida State University

Professional Public Speaking

1:30 p.m. - 5:30 p.m.

This session provides guidance for presenting projects to internal stakeholders, community leaders and other outside constituencies in a professional manner. The session will cover presentation tips and techniques along with professional appearance, voice and hand and body language. While this session won't guarantee a speaking gig on the national circuit, it will help you understand how to get comfortable speaking at public meetings and making presentations. (Please note, this is not a session teaching PowerPoint or any technical aspects of a presentation software.)

Presented by: Trina Pulliam, President and Myra Quinn, M.ED., MPEC, Trainnovations

TUESDAY, OCTOBER 19

Wear pink today in honor of Breast Cancer Awareness Month.

Succession Planning: Growing the Next Generation

8:00 a.m. - 12:00 p.m.

Most people understand that the baby boomer generation has begun to reach retirement age, and this trend will continue to happen for the next decade and beyond in astounding numbers. As a result, succession planning has become a major issue. This panel presentation will include comprehensive and practical approaches ranging from what the

marketplace is seeking in candidates and how organizations have established formal succession planning programs, as well as real-life stories from a former city manager and one of his mentees. You will learn how to prepare the next generation by spotting and nurturing emerging talent while also developing a framework that effectively and systematically prepares the next generation to step up with confidence.

Presented by: Doug Thomas, Senior Vice President, Strategic Government Resources and Former Lakeland City Manager; Robert Green, Former Auburndale City Manager and FCCMA President; Jeff Tillman, City Manager, City of Auburndale and Sally Sherman, Assistant County Administrator, Pasco County Board of County Commissioners

Recognition Luncheon

12:00 p.m. - 1:30 p.m.

Leading with Influence (Not Authority)

1:30 p.m. - 5:30 p.m.

Leadership is influence, and you don't need a title to influence people. If you are looking to improve your ability to influence people in situations when you don't have formal authority, this session is for you.

You will learn about effective ways to build, develop and sustain positive personal power. Additionally, we will explore influence tactics that enable you to be more persuasive and influential when working with superiors, peers and even team members.

Presented by: Denise Wilson, Denise Wilson Consulting

WEDNESDAY, OCTOBER 20

Joint Session - Municipal Clerks Tales 2021: Best Practices and Lessons Learned from Seasoned Clerks

8:00 a.m. - 12:00 p.m.

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The Board of Directors of the Florida Association of City Clerks – along with its partners, the membership, the John Scott Dailey Florida Institute of Government and the Florida League of Cities – is committed to meeting the ever-changing educational needs of municipal clerks. FACC is dedicated to providing enhanced and catered educational opportunities. This 2021 Fall Academy Program is designed to be academically advanced, with the ability to offer the maximum points for the CMC and MMC designations. We hope you agree, and we thank you for the opportunity to serve you!





FACC 2021 FALL ACADEMY REGISTRATION FORM

OCTOBER 17-21, 2021 • THE SHORES HOTEL • DAYTONA BEACH SHORES

Complete registration form and email to facc@flcities.com, fax to 850.222.3806 or mail to FACC, P.O. Box 1757, Tallahassee, FL 32302-1757. Or you may register online at floridaclerks.org. We accept Visa, Mastercard, American Express or checks as payment for registration fees. Make checks payable to FACC.

Before registering, be sure you are signing up for the correct education track. Do you have questions? Contact Education Coordinator Amy Brewer at abrewer@fsu.edu or 850.487.1870.

Registration includes continental breakfast and refreshment breaks Monday through Thursday and Tuesday's Recognition Luncheon.

If you are physically challenged and require special services, or if you have special dietary needs, please attach a written description to your advance registration form. For more information, contact Rachel Embleton with FACC at 850.222.9684 or rembleton@flcities.com.

One Registrant Per Form • Please use additional registration forms as needed.

Last Name: _____ First Name: _____
(As you wish it to appear on your badge)

Title: _____ Affiliation: _____
(Name of Municipality/Company)

Mailing Address: _____

City: _____ State: _____ Zip: _____

FACC District: _____ Email: _____

Work Phone: _____ Fax: _____

Current Certification: ☐ MMC ☐ CMC ☐ None (see next question)

If you do not have a current CMC designation, please note which year of the basic program you will be attending:

☐ 1st Year ☐ 2nd Year ☐ 3rd Year

Please choose the appropriate education track and membership status.

	Advanced Fee Before/On 09/16/2021	Regular Fee After 09/16/2021	Fee Paid
Pre-Academy Workshop: Athenian Dialogue			
This is a separate registration fee from the Fall Academy registration. This workshop is limited to a maximum of 30 participants on a first-come, first-served basis.	\$100.00	\$115.00	
First-Year Basic – FACC Member	\$400.00	\$450.00	
First-Year Basic – FACC Associate Member	\$425.00	\$475.00	
First-Year Basic – Nonmember	\$475.00	\$525.00	
Second-Year Basic – FACC Member	\$400.00	\$450.00	
Second-Year Basic – FACC Associate Member	\$425.00	\$475.00	
Second-Year Basic – Nonmember	\$475.00	\$525.00	
Third-Year Basic – FACC Member	\$400.00	\$450.00	
Third-Year Basic – FACC Associate Member	\$425.00	\$475.00	
Third-Year Basic – Nonmember	\$475.00	\$525.00	
Advanced – FACC Member	\$375.00	\$425.00	
Advanced – FACC Associate Member	\$400.00	\$450.00	
Advanced – Nonmember	\$450.00	\$500.00	

Payment Information

Method of Payment: ☐ Check (payable to FACC)

Total Enclosed: \$ _____

Visa, MasterCard and American Express accepted via online registration only.



FACC 2021 FALL ACADEMY INDIVIDUAL DAY TICKETS

OCTOBER 17-21, 2021 • THE SHORES HOTEL • DAYTONA BEACH SHORES

Please Print

Name: _____ Title: _____

Municipality (City, Town, Village of): _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Check box(es) below:

	1-3 Year Membership	Advanced Membership	Nonmember
Monday, October 18 Ticket includes continental breakfast, education sessions and refreshment breaks.	<input type="checkbox"/> \$175	<input type="checkbox"/> \$175	<input type="checkbox"/> \$200
Tuesday, October 19 Ticket includes continental breakfast, education sessions, recognition luncheon and refreshment breaks.	<input type="checkbox"/> \$225	<input type="checkbox"/> \$225	<input type="checkbox"/> \$250
Wednesday, October 20 Ticket includes continental breakfast and a half day of education session for advanced members and a full day of education sessions for first-year, second-year and third-year attendees and refreshment breaks.	<input type="checkbox"/> \$175	<input type="checkbox"/> \$125	<input type="checkbox"/> \$200 (1-3 yr) <input type="checkbox"/> \$150 (Adv)
Thursday, October 21 Ticket includes continental breakfast, refreshment breaks and full day of education sessions for first-year, second-year and third-year attendees.	<input type="checkbox"/> \$175	-----	<input type="checkbox"/> \$200 (1-3 yr)

Total \$ _____

Accepted Methods of Payment:

- Visa, Mastercard and American Express accepted via online registration only.
- Check (Payable to FACC)

Mail to:

FACC
P.O. Box 1757
Tallahassee, FL 32302-1757

Fax to:

850.222.3806



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joan Junkala-Brown, Acting City Manager

THRU: Nelson Moya, Chief of Police

DATE: 9/2/2021

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

Detective Thomas Danti, Corporal Jennifer Graves and Sergeant Marlena Hentschel will be traveling to St. Augustine, FL on September 12 - September 15, 2021, to attend the Undercover Chat Techniques Training. This training focuses specifically on chat techniques, Internet Crimes Against Children (ICAC) standards and legal considerations. There is no cost for registration. The lodging cost is estimated at \$553.92, and the per diem is estimated at \$501.00 with an approximate total of \$1,054.92. The Lodging costs for this training will be reimbursed by the North Florida ICAC Task Force. This will be paid out of PD's Investigation Divisions Account (5013).

Corporal Tasha Grey and Sergeant Virginia Kilmer will be traveling to St. Petersburg, FL September 22 – September 24, 2021, to attend the Integrating Communications, Assessment, and Tactics (ICAT) Train-the-Trainer Training. This training course focuses specifically on law enforcement training for defusing critical incidents. There is no cost to register. The lodging cost is estimated at \$248.00, and the per diem is estimated at \$240.00 with an approximate total of \$488.00. This will be paid out of PD's Support Services Divisions Account (5011).

Victim Advocate Amanda Housewright will be traveling to Orlando, FL September 28 – October 1, 2021, to attend the Victim Services Practitioner Designation Update Course. This training course focuses specifically on providing new information on the legal rights of crime victims, such as Marsy's Law and discusses the concepts of restorative justice. The registration cost is estimated at \$299.00, the lodging cost is estimated at \$495.00, and the per diem is estimated at \$226.00 with an approximate total of \$1,020.00. This will be paid out of PD's Victim Services Division Account (5025).

REQUESTING DEPARTMENT:
Police Department

FISCAL IMPACT:

The total cost of travel is estimated at \$2,562.92 and is available in 001-5011-521-4001 (\$488); 001-5013-521-4001 (\$1,054.92); 001-5025-521-4001 (\$721); 001-5025-512-5501 (\$299). The City expects a reimbursement

of \$553.92 from North Florida ICAC Task Force as noted above.

RECOMMENDATION:

Motion to acknowledge and approve travel as mentioned above.

ATTACHMENTS:

Description

Travel Authorization



CITY OF PALM BAY, FLORIDA

Travel Request/Advance Request

Control # _____

Request Date: _____

Contact/Ext 1465 Tanya Seibert

Name: <u>Thomas Danti</u>		Destination: <u>St John's Sheriff's Office</u>	
Department/Division: <u>POLICE/INV</u>	<u>001-5013-521-4001 443, 90</u>	Departure	Return
		Date of: <u>9/12/2021</u>	<u>9/15/2021</u>
Account To Be Charged: <u>001-5013-521-5501</u>		Time of: <u>4:00pm</u>	<u>7:00 PM</u>
Estimated Cost: before mileage reimbursement		\$443.96	

Purpose of Travel (Specify Conference, School or Other Reason) - **ATTACH ITINERARY**
 To attend Undercover Chat Techniques at St. Johns Sheriff's Office - St Augustine, FL on 9/12/21 - 9/15/21.
** Lodging reimbursed by North Florida ICAC Task Force.*
 Date approved by council: _____

Transportation: **boldface** or circle choice(s) POV - Estimated Mileage _____ City Vehicle _____
Common Carrier (complete below)

PREPAID EXPENSES	VENDOR/ADDRESS	EXPLANATION	AMOUNT	FINANCE USE ONLY	
Registration	North Florida ICAC Task Force 545 NW 8th Ave Gainesville, FL 32608 352-393-7660	No Cost	\$0.00	Vendor #	Check #
Due Date _____				Date	
Hand Carry Y N					
Lodging	Holiday Inn Express 2300 State Road 16 St Augustine, FL 32084 904-824-5151 Conf #	Rate <u> \$92.32 </u>	\$276.96	Vendor #	Check #
Due Date _____				Date	
Hand Carry Y N		# Nights <u> 3 </u>			
Common Carrier (if applicable)			\$0.00	Vendor #	Check #
Due Date _____				Date	
Hand Carry Y N					
Other Expenses				Vendor #	Check #
Due Date _____				Date	
Hand Carry Y N					
Other Expenses	*** Breakfast Included at hotel		\$0.00	Vendor #	Check #
Due Date _____				Date	
Hand Carry Y N					
PER DIEM ADVANCE			\$167.00	Vendor #	Check #
Refer to www.gsa.gov for rates - attach proof of rate (Lodging prepaid - receipt required)					
Breakfast <u> 0 </u>	@	<u> \$14.00 </u> = \$0.00			Date
Lunch <u> 3 </u>	@	<u> \$16.00 </u> = \$48.00			
Dinner <u> 4 </u>	@	<u> \$26.00 </u> = \$104.00			
Incidentals <u> 3 </u>	@	<u> \$5.00 </u> = \$15.00			

 Department Head _____ Date <u>8/23/21</u>		TRAVEL APPROVALS Finance _____ Date _____ (if applicable) City Manager _____ Date _____	
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North Florida ICAC Task Force

in partnership with the St. Johns County SO



UNDERCOVER CHAT TECHNIQUES

September 13-15, 2021 0830-1630 hours @
911 Law Enforcement Way (3021 Agricultural
Center Drive, St. Augustine, FL 32092)

This is an entry level class focused on chat techniques, ICAC standards and legal considerations. This class will be similar to those taught prior to operations within our TF.

Who can attend?

This class is limited to 15 task force members, specifically those WHO HAVE NOT attended UC chat training or any other ICAC sanctioned training, such as Undercover Concepts and Techniques. Please contact me directly via email, not the entire ListServ, to reserve a spot. If you do not receive a confirmation email from me within two business days please contact me.

What is the cost?

There is no fee associated with this class. Hotel costs, at the local GSA rate, can be reimbursed for those whose agency is located over more than 60 miles away. Only hotel costs would be reimbursed and not per diem.

Please contact me with any further questions regarding this event.

Detective Sergeant Chris King
kingcm@cityofgainesville.org
352-393-7660



Chris King | Detective Sergeant
North Florida ICAC Task Force
Gainesville Police Department
545 NW 8th Avenue, Gainesville, FL 32608
Phone: 352-393-7660
kingcm@cityofgainesville.org

Note: Under Florida public records law, most written communications to or from City officers and employees regarding City business are public records and are available to the public upon request. Your email communications may be subject to public disclosure.

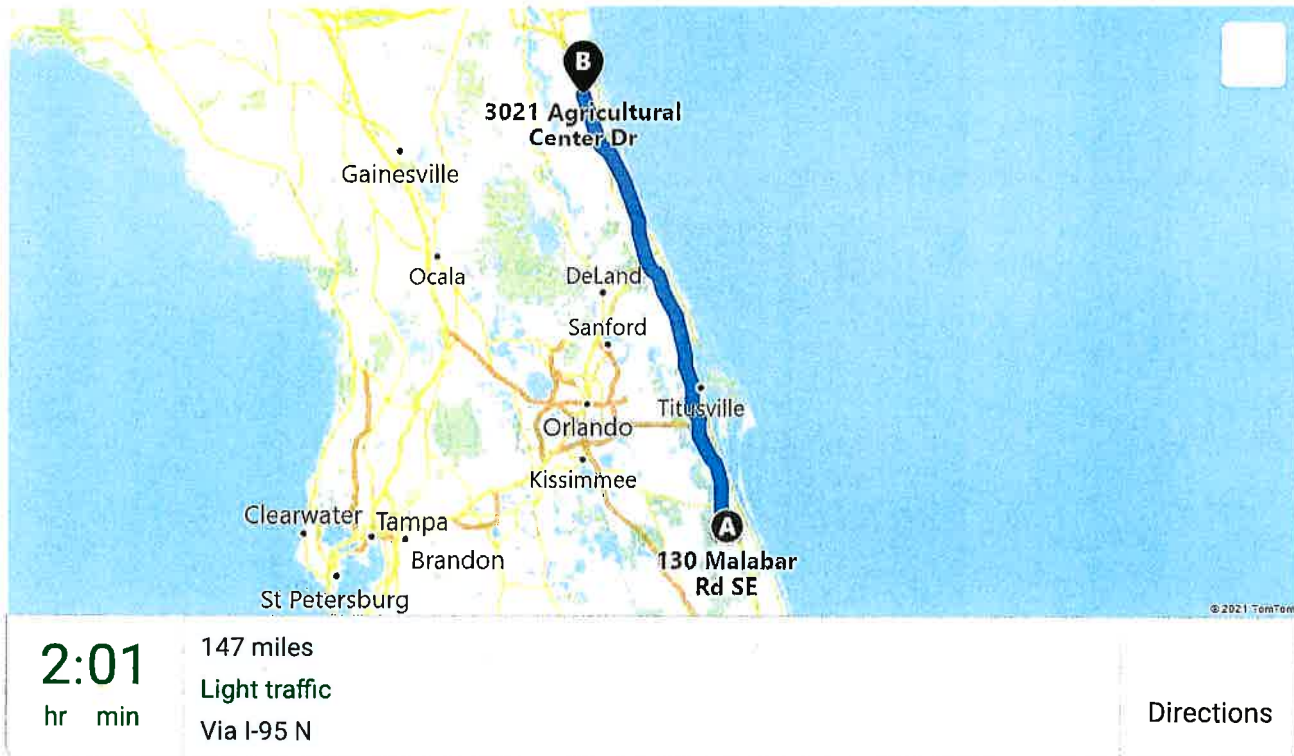
11,900 Results

Any time ▾

130 Malabar Rd SE, Palm Bay, FL 32907 →

3021 Agricultural Center Dr, St Augustine, FL 32092 (☀️ 85°F)

Search along the route ▾



130 Malabar Rd SE, Palm Bay, FL 32907 | Zillow

<https://www.zillow.com/homedetails/130-Malabar-Rd...> ▾

130 Malabar Rd SE , Palm bay, FL 32907-3009 is currently not for sale. The 2,620 sq. ft. single-family home is a 3 bed, 2.0 bath property. This home was built in 1985 and last sold on 5/8/2014 for \$170,000. View more property details, sales history and Zestimate data on **Zillow**.

130 Malabar Rd SE, Palm Bay, FL 32907 | Zillow

<https://www.zillow.com/homedetails/130-Malabar-Rd...> ▾

130 Malabar Rd SE , Palm bay, FL 32907-3009 is currently not for sale. The 1,640 sq. ft. single-family home is a 4 bed, 2.0 bath property. This home was built in 2003 and last sold on for. View more property details, sales history and Zestimate data on **Zillow**.

130 Malabar Rd SE, Palm Bay, FL | Trulia

<https://www.trulia.com/p/fl/palm-bay/130-malabar...> ▾

130 Malabar Rd SE, Palm Bay, FL 32907 is a 1,640 sqft, 4 bed, 2 bath home. See the estimate, review home details, and search for homes nearby.

Police Dept-Support Service Division 130 Malabar Rd SE ...

<https://www.manguest.com/us/florida/police-dept> ▾



(//www.ihg.com/holidayinnexpress/hotels/us/en/reservation)

Sign In /

Join

(//www.ihg.com/rewardsclub/us/en/join)

Stay with Confidence. Read our latest **Travel Advisory.**

Select a Different Hotel **Best Price Guarantee** (/hotels/us/en/global/customer_care/bwc_lp?cm_sp=WPGL-HI-GLOBAL-EN-BPGGP-AIX-SAN-bpg)

Select a Room

Holiday Inn Express & Suites : Saint Augustine North

2300 State Road 16, Saint Augustine, Florida 32084

2300 State Road 16, Saint Augustine, FL, US

09/12/2021 - 09/15/2021 | 3 Guests | 2 Rooms

Feedback

 **Refine Results**

Currency ▼



☐ Show prices with taxes and fees

One Bed FROM 89.34 USD OR 7,000 points + 60.00 USD ()	Two Beds FROM 92.32 USD OR 7,000 points + 60.00 USD ()	Suite FROM 107.21 USD ()
---	--	--

1 King Standard

FROM **89³⁴** USD

SELECT ROOM

 2 

MORE DETAILS ▼



OPEN GALLERY

Holiday Inn Express & Suites Saint Augustine North

Check In

08/18/2021



Check Out

08/19/2021



Search

[Manage Reservations \(https://www.ihg.com/holidayinnexpress/hotels/us/en/stay-mgmt/ManageYourStay\)](https://www.ihg.com/holidayinnexpress/hotels/us/en/stay-mgmt/ManageYourStay)

EXPRESS START™ BREAKFAST

The real breakfast of champions? The kind that's complimentary and waiting for you every morning. We've got our free Express Start Breakfast with Grab 'n' Go options to help kick start your day.

Feedback



U.S. General Services Administration

FY 2021 Per Diem Rates for ZIP 32092

Meals & Incidentals (M&IE) Breakdown

Primary Destination	County	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & LastDay of Travel
St. Augustine	St. Johns	\$61	\$14	\$16	\$26	\$5	\$45.75



CITY OF PALM BAY, FLORIDA

Travel Request/Advance Request

Contact/Ext 1465 Tanya Seibert

Control # _____

Request Date: _____

Name: Jennifer Graves		Destination: St John's Sheriff's Office	
Department/Division: POLICE/INV	Date of: 9/12/2021	Departure: 9/12/2021	Return: 9/15/2021
Account To Be Charged: 001-5013-521-5501	Time of: 4:00pm	Estimated Cost: before mileage reimbursement \$167.00	

Purpose of Travel (Specify Conference, School or Other Reason) - **ATTACH ITINERARY**
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 * Lodging reimbursed by North Florida ICAC Task Force
 Date approved by council: _____

Transportation: boldface or circle choice(s) POV - Estimated Mileage City Vehicle
 Common Carrier (complete below)

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Due Date					Date
Hand Carry Y N			\$0.00		
Lodging	Holiday Inn Express 2300 State Road 16 St Augustine, FL 32084 904-824-5151	Sharing room w/Hentsch Rate \$92.32 # Nights 0		Vendor #	Check #
Due Date					Date
Hand Carry Y N			\$0.00		
Common Carrier (if applicable)				Vendor #	Check #
Due Date					Date
Hand Carry Y N			\$0.00		
Other Expenses				Vendor #	Check #
Due Date					Date
Hand Carry Y N					
Other Expenses	*** Breakfast Included at hotel			Vendor #	Check #
Due Date					Date
Hand Carry Y N			\$0.00		
PER DIEM ADVANCE Refer to www.gsa.gov for rates - attach proof of rate (Lodging prepaid - receipt required)				Vendor #	Check #
Breakfast 0	@ \$14.00	= \$0.00			Date
Lunch 3	@ \$16.00	= \$48.00			
Dinner 4	@ \$26.00	= \$104.00			
Incidentals 3	@ \$5.00	= \$15.00			
			\$167.00		

TRAVEL APPROVALS


 Department Head _____ Date 8/23/21

Finance _____ Date _____

(if applicable)

City Manager _____ Date _____

(ATTACH TO EXPENSE REPORT UPON RETURN)

North Florida ICAC Task Force

in partnership with the St. Johns County SO



UNDERCOVER CHAT TECHNIQUES

September 13-15, 2021 0830-1630 hours @
911 Law Enforcement Way (3021 Agricultural
Center Drive, St. Augustine, FL 32092)

This is an entry level class focused on chat techniques, ICAC standards and legal considerations. This class will be similar to those taught prior to operations within our TF.

Who can attend?

This class is limited to 15 task force members, specifically those WHO HAVE NOT attended UC chat training or any other ICAC sanctioned training, such as Undercover Concepts and Techniques. Please contact me directly via email, not the entire ListServ, to reserve a spot. If you do not receive a confirmation email from me within two business days please contact me.

What is the cost?

There is no fee associated with this class. Hotel costs, at the local GSA rate, can be reimbursed for those whose agency is located over more than 60 miles away. Only hotel costs would be reimbursed and not per diem.

Please contact me with any further questions regarding this event.

Detective Sergeant Chris King
kingcm@cityofgainesville.org
352-393-7660



Chris King | Detective Sergeant
North Florida ICAC Task Force
Gainesville Police Department
545 NW 8th Avenue, Gainesville, FL 32608
Phone: 352-393-7660
kingcm@cityofgainesville.org

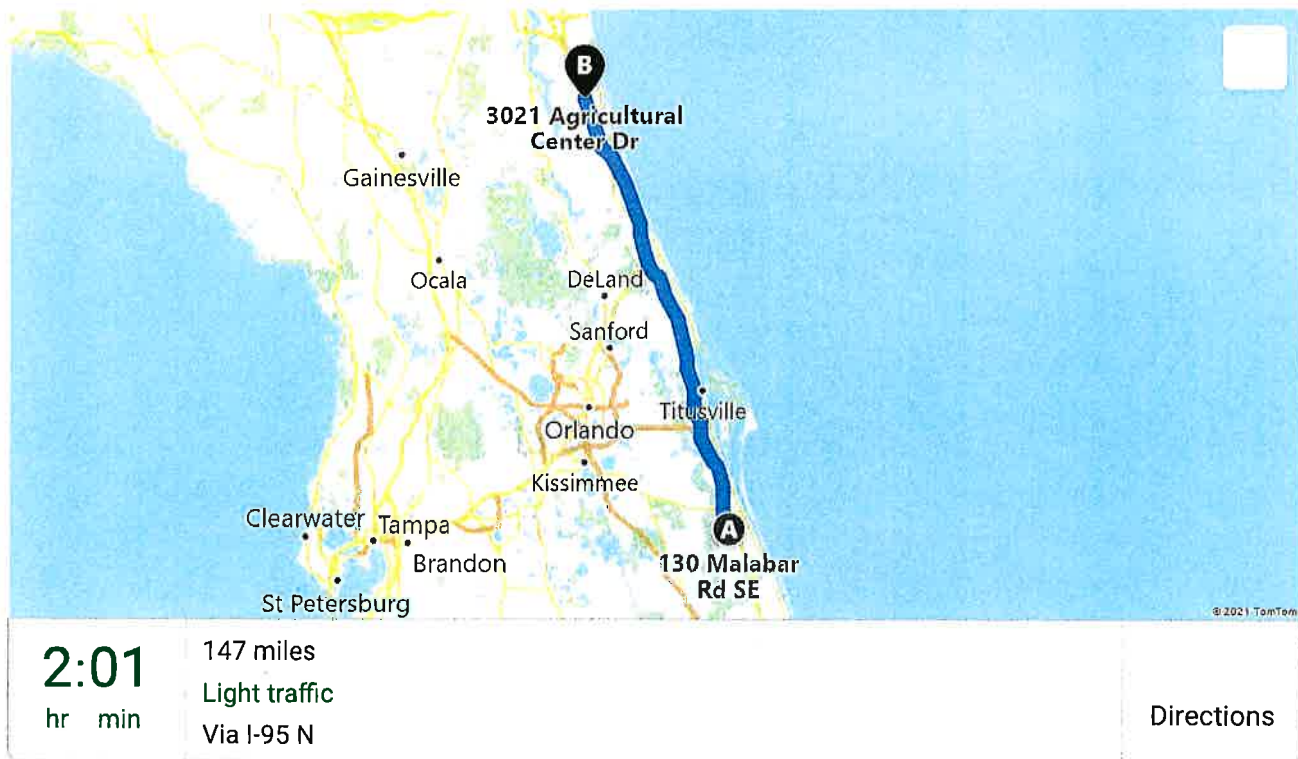
Note: Under Florida public records law, most written communications to or from City officers and employees regarding City business are public records and are available to the public upon request. Your email communications may be subject to public disclosure.

11,900 Results

Any time ▾

130 Malabar Rd SE, Palm Bay, FL 32907 →
3021 Agricultural Center Dr, St Augustine, FL 32092 (☀️ 85°F)

Search along the route ▾



130 Malabar Rd SE, Palm Bay, FL 32907 | Zillow

<https://www.zillow.com/homedetails/130-Malabar-Rd...> ▾

130 Malabar Rd SE , Palm bay, FL 32907-3009 is currently not for sale. The 2,620 sq. ft. single-family home is a 3 bed, 2.0 bath property. This home was built in 1985 and last sold on 5/8/2014 for \$170,000. View more property details, sales history and Zestimate data on **Zillow**.

130 Malabar Rd SE, Palm Bay, FL 32907 | Zillow

<https://www.zillow.com/homedetails/130-Malabar-Rd...> ▾

130 Malabar Rd SE , Palm bay, FL 32907-3009 is currently not for sale. The 1,640 sq. ft. single-family home is a 4 bed, 2.0 bath property. This home was built in 2003 and last sold on for. View more property details, sales history and Zestimate data on **Zillow**.

130 Malabar Rd SE, Palm Bay, FL | Trulia

<https://www.trulia.com/p/fl/palm-bay/130-malabar...> ▾

130 Malabar Rd SE, Palm Bay, FL 32907 is a 1,640 sqft, 4 bed, 2 bath home. See the estimate, review home details, and search for homes nearby.

Police Dept-Support Service Division 130 Malabar Rd SE ...

<https://www.manguest.com/us/florida/police-dept...> ▾



(//www.ihg.com/holidayinnexpress/hotels/us/en/reservation)

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Select a Different Hotel **Best Price Guarantee** (/hotels/us/en/global/customer_care/bwc_lp?cm_sp=WPGL-HI-GLOBAL-EN-BPGGP-AIX-SAN-bpg)

Select a Room

Holiday Inn Express & Suites : Saint Augustine North

2300 State Road 16, Saint Augustine, Florida 32084

2300 State Road 16, Saint Augustine, FL, US

09/12/2021 - 09/15/2021 | 3 Guests | 2 Rooms

Feedback

 **Refine Results**

Currency ▼



☐ Show prices with taxes and fees

One Bed FROM 89.34 USD OR 7,000 points + 60.00 USD ()	Two Beds FROM 92.32 USD OR 7,000 points + 60.00 USD ()	Suite FROM 107.21 USD ()
---	--	--

1 King Standard

FROM **89³⁴** USD

SELECT ROOM

 2 

MORE DETAILS ▼



OPEN GALLERY

Holiday Inn Express & Suites Saint Augustine North

Check In

08/18/2021



Check Out

08/19/2021



Search

[Manage Reservations \(https://www.ihg.com/holidayinnexpress/hotels/us/en/stay-mgmt/ManageYourStay\)](https://www.ihg.com/holidayinnexpress/hotels/us/en/stay-mgmt/ManageYourStay)

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The real breakfast of champions? The kind that's complimentary and waiting for you every morning. We've got our free Express Start Breakfast with Grab 'n' Go options to help kick start your day.

Feedback



U.S. General Services Administration

FY 2021 Per Diem Rates for ZIP 32092

Meals & Incidentals (M&IE) Breakdown

Primary Destination	County	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & LastDay of Travel
St. Augustine	St. Johns	\$61	\$14	\$16	\$26	\$5	\$45.75



CITY OF PALM BAY, FLORIDA

Travel Request/Advance Request

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

Name: Marlena Hentschel		Destination: St John's Sheriff's Office			
Department/Division: POLICE/INV		Departure Date of: 9/12/2021 Time of: 4:00pm		Return 9/15/2021 7:00 PM	
Account To Be Charged: 001-5013-521-5501		Estimated Cost: before mileage reimbursement \$443.96			
Purpose of Travel (Specify Conference, School or Other Reason) - ATTACH ITINERARY To attend Undercover Chat Techniques at St. Johns Sheriff's Office - St Augustine, FL on 9/12/21 - 9/15/21. <i>* Lodging reimbursed by North Florida ICAC Task Force.</i> Date approved by council: _____					
Transportation: boldface or circle choice(s) <div style="display: inline-block; width: 40%;">POV - Estimated Mileage _____</div> <div style="display: inline-block; width: 40%;">City Vehicle _____</div> <div style="display: inline-block; width: 20%;">Common Carrier (complete below)</div>					
PREPAID EXPENSES	VENDOR/ADDRESS	EXPLANATION	AMOUNT	FINANCE USE ONLY	
Registration	North Florida ICAC Task Force 545 NW 8th Ave Gainesville, FL 32608 352-393-7660	No Cost	\$0.00	Vendor #	Check #
Due Date _____				Date	
Hand Carry Y N					
Lodging	Holiday Inn Express 2300 State Road 16 St Augustine, FL 32084 904-824-5151 Conf #	Sharing room w/Graves Rate \$92.32 # Nights 3	\$276.96	Vendor #	Check #
Due Date _____				Date	
Hand Carry Y N					
Common Carrier (if applicable)			\$0.00	Vendor #	Check #
Due Date _____				Date	
Hand Carry Y N					
Other Expenses				Vendor #	Check #
Due Date _____				Date	
Hand Carry Y N					
Other Expenses	*** Breakfast Included at hotel		\$0.00	Vendor #	Check #
Due Date _____				Date	
Hand Carry Y N					
PER DIEM ADVANCE			\$167.00	Vendor #	Check #
Refer to www.gsa.gov for rates - attach proof of rate (Lodging prepaid - receipt required)					
Breakfast	0	@ \$14.00 = \$0.00			
Lunch	3	@ \$16.00 = \$48.00			
Dinner	4	@ \$26.00 = \$104.00			
Incidentals	3	@ \$5.00 = \$15.00			

[Signature] 8/23/21

Department Head Date

TRAVEL APPROVALS

Finance Date

(if applicable)

City Manager Date

North Florida ICAC Task Force

in partnership with the St. Johns County SO



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Detective Sergeant Chris King
kingcm@cityofgainesville.org
352-393-7660



Chris King | Detective Sergeant
North Florida ICAC Task Force
Gainesville Police Department
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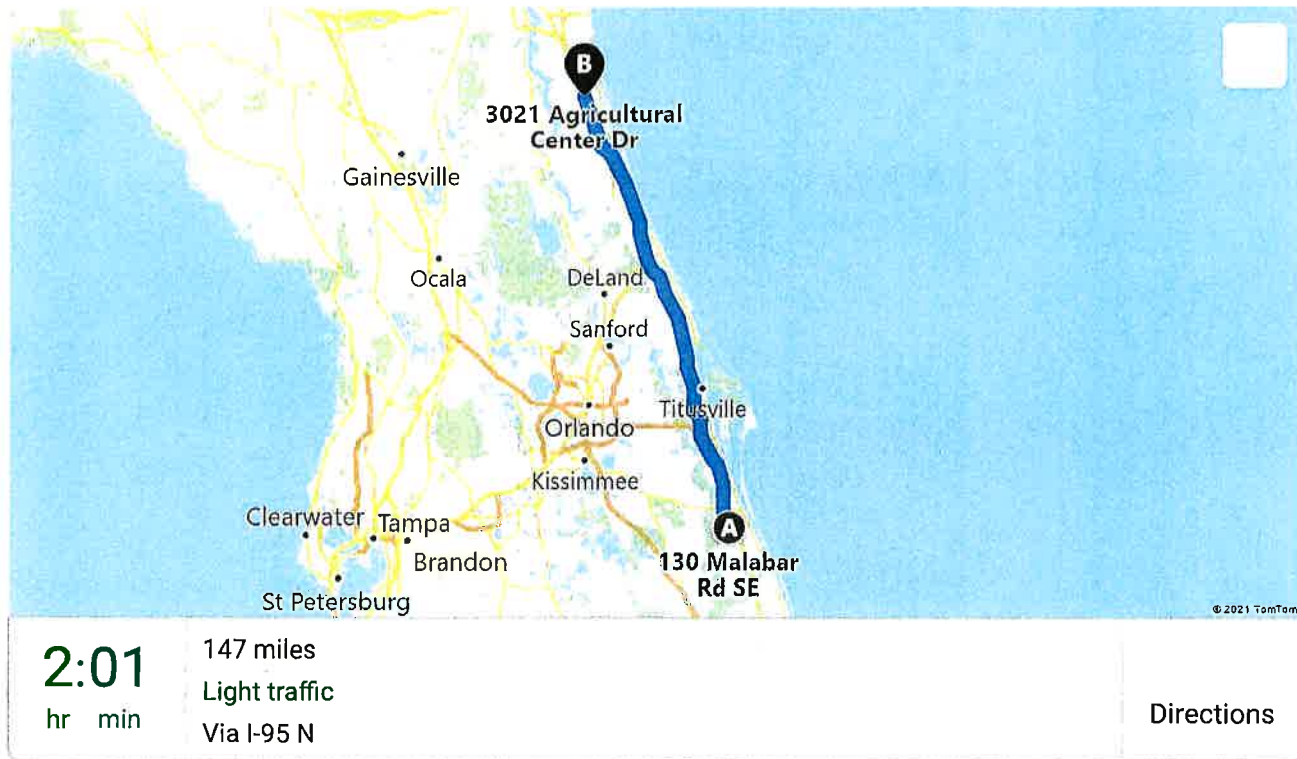
11,900 Results

Any time ▾

130 Malabar Rd SE, Palm Bay, FL 32907 →

3021 Agricultural Center Dr, St Augustine, FL 32092 (☀️ 85°F)

Search along the route ▾



130 Malabar Rd SE, Palm Bay, FL 32907 | Zillow

<https://www.zillow.com/homedetails/130-Malabar-Rd...> ▾

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Police Dept-Support Service Division 130 Malabar Rd SE ...

<https://www.manguest.com/us/florida/police-dept> ▾



(//www.ihg.com/holidayinnexpress/hotels/us/en/reservation)

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Join

(//www.ihg.com/rewardsclub/us/en/join)

Stay with Confidence. Read our latest **Travel Advisory.**

Select a Different Hotel **Best Price Guarantee** (/hotels/us/en/global/customer_care/bwc_lp?cm_sp=WPGL-HI-GLOBAL-EN-BPGGP-AIX-SAN-bpg)

Select a Room

Holiday Inn Express & Suites : Saint Augustine North

2300 State Road 16, Saint Augustine, Florida 32084

2300 State Road 16, Saint Augustine, FL, US

09/12/2021 - 09/15/2021 | 3 Guests | 2 Rooms

Feedback

 **Refine Results**

Currency ▼

☐ Show prices with taxes and fees

One Bed FROM 89.34 USD OR 7,000 points + 60.00 USD ()	Two Beds FROM 92.32 USD OR 7,000 points + 60.00 USD ()	Suite FROM 107.21 USD ()
---	--	--

1 King Standard

FROM **89³⁴** USD

SELECT ROOM

 2 

MORE DETAILS ▼



OPEN GALLERY

Holiday Inn Express & Suites Saint Augustine North

Check In

08/18/2021



Check Out

08/19/2021



Search

[Manage Reservations \(https://www.ihg.com/holidayinnexpress/hotels/us/en/stay-mgmt/ManageYourStay\)](https://www.ihg.com/holidayinnexpress/hotels/us/en/stay-mgmt/ManageYourStay)

EXPRESS START™ BREAKFAST

The real breakfast of champions? The kind that's complimentary and waiting for you every morning. We've got our free Express Start Breakfast with Grab 'n' Go options to help kick start your day.

Feedback



U.S. General Services Administration

FY 2021 Per Diem Rates for ZIP 32092

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St. Augustine	St. Johns	\$61	\$14	\$16	\$26	\$5	\$45.75



CITY OF PALM BAY, FLORIDA

Travel Request/Advance Request

Control # _____

Request Date: _____

Contact/Ext 1465 Tanya Seibert

Name: Tasha Grey		Destination: Sanford, FL			
Department/Division: POLICE/SS		Departure		Return	
001-5011-521-4001		Date of: 9/22/2021		9/24/2021	
001-5011-521-5501		Time of: 4:00 PM		8:00 PM	
Account To Be Charged: 001-5011-521-5501		Estimated Cost: before mileage reimbursement \$120.00			
Purpose of Travel (Specify Conference, School or Other Reason) - ATTACH ITINERARY					
To attend Integrating Communications, Assessment, and Tactics (ICAT) Train the Trainer at St. Petersburg Police Department in St. Petersburg, FL 9/22/21 - 9/24/21					
Date approved by council: _____					
Transportation: boldface or circle choice(s)		POV - Estimated Mileage _____		City Vehicle	
		Common Carrier (complete below)			
PREPAID EXPENSES		VENDOR/ADDRESS		EXPLANATION	
Registration		St. Petersburg PD		Paid by Training	
Due Date _____		ATTN: Shannon Novitz			
Hand Carry Y N		1301 Avenue North			
		St. Petersburg, FL 33705			
		727-893-7662		\$0.00	
Lodging		Staybridge Suites Downtown		Share room w/Kilmer	
Due Date _____		St. Petersburg		Rate \$124.00	
Hand Carry Y N		940 5th Ave South		# Nights 0	
		St. Petersburg, FL 33705		\$0.00	
Common Carrier (if applicable)					
Due Date _____					
Hand Carry Y N				\$0.00	
Other Expenses					
Due Date _____					
Hand Carry Y N					
Other Expenses					
Due Date _____					
Hand Carry Y N				\$0.00	
PER DIEM ADVANCE					
Refer to www.gsa.gov for rates - attach proof of rate (Lodging prepaid - receipt required)					
Breakfast 0		@ \$14.00		= \$0.00	
Lunch 2		@ \$16.00		= \$32.00	
Dinner 3		@ \$26.00		= \$78.00	
Incidentals 2		@ \$5.00		= \$10.00	
				\$120.00	

TRAVEL APPROVALS

Department Head

Date

Finance

Date

(if applicable)

City Manager

Date

(ATTACH TO EXPENSE REPORT UPON RETURN)



Train-the-Trainer Opportunity



Law Enforcement Training for Defusing Critical Incidents

ICAT is a new and innovative approach to use-of-force training. ICAT provides first responding police officers with the tools, skills, and options they need to successfully and safely defuse a range of critical incidents. The training focuses on situations involving persons in crisis and those who are unarmed or armed with weapons other than firearms.

Founded on research findings and best practices, ICAT was developed by the Police Executive Research Forum (PERF) with input from hundreds of law enforcement professionals nationwide. It is currently being taught in police agencies of all sizes and in all parts of the country.

Now, PERF is offering train-the-trainer sessions to law enforcement agencies interested in implementing ICAT for their officers.


About the Train-the-Trainer Sessions

- » A one-and-a-half day, hands-on exploration of all ICAT modules, covering:
 - Critical decision-making
 - Crisis recognition
 - Tactical communications
 - Suicide by cop
 - Operational tactics
- Step Up and Step In- Discuss the importance of intervening in certain use of force situations to prevent misconduct and improve officer safety and wellness.
- Scenario-based training exercises and video case studies
- » Led by experienced trainers who have taught ICAT in their own agencies and others.
 - Participants will have access to all ICAT training guide materials, including detailed lesson plans, Powerpoint files and videos.
 - Follow-up telephone and online consultation with PERF specialists is available.
- » Following the course, participants will be prepared to train their agency's personnel in ICAT and facilitate scenarios that develop officer competency using these principles in action.

Who Should Attend?

- » Agency trainers
- » First-line supervisors*
- » Patrol officers*
- » Dispatch trainers/personnel *

*This course is presented in a train-the-trainer format. However, all sworn law enforcement personnel are welcome to attend.



Upcoming ICAT Train-the-Trainer Session
Thursday, September 23, 2021
8:00 am – 4:00 pm

Friday, September 24, 2021 8:00 am – 1:00 pm

Held in conjunction with the Tampa Bay Area Chiefs of Police Association

St. Petersburg Police Department
1301 First Avenue North
St. Petersburg, FL 33705

Cost:
This training is FREE of charge and limited to law enforcement personnel from Florida. No more than 4 officers per agency. Seats are limited.

All participants must register prior to the training date.

To register, contact Shannon Novitz at
Shannon.Novitz@stpete.org or
727-893-7662.

For More Information (or if your agency is interested in a customized, on-site training for all agency personnel): Contact Jason Cheney, PERF Research Associate, at jcheney@policeforum.org or (202) 454-8331.

www.policeforum.org/icat



POLICE EXECUTIVE
RESEARCH FORUM

15,400,000 Results

Any time ▾

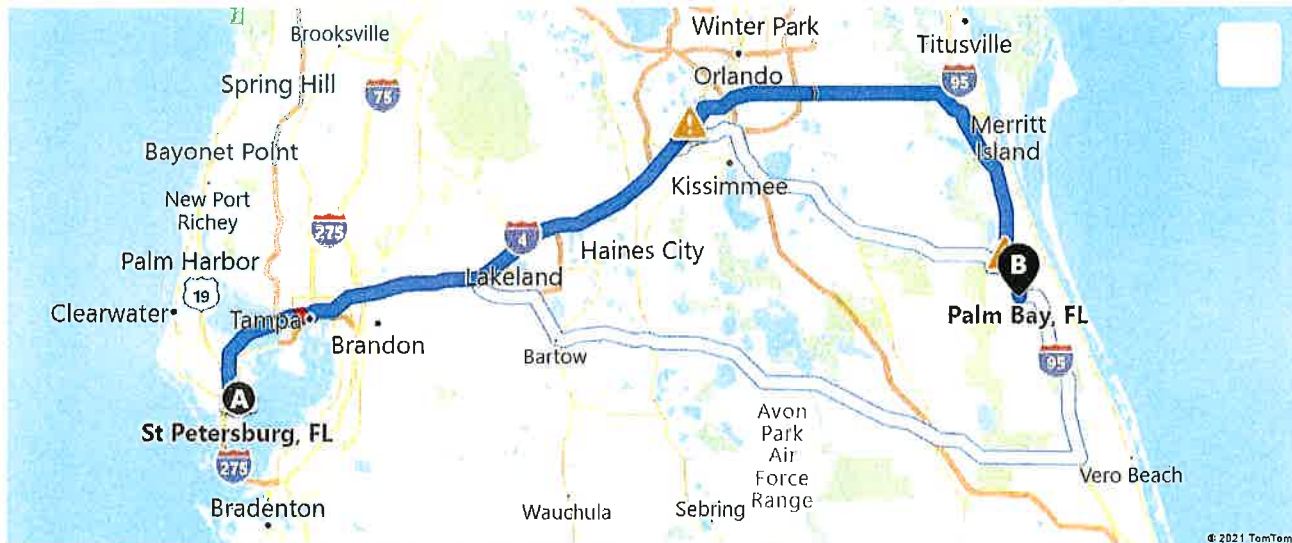
Including results for **st petersburg fl to palm bay fl distance**.

Do you want results only for **st petersburg fl to palm bay fl distane**?

170 miles · Light traffic · 2 hr 39 min

St Petersburg, FL → Palm Bay, FL (☀ 82°F)

Search along the route ▾



170
miles

2 hr 39 min

Light traffic

Via I-4 E, FL-528 E *Toll on route*

Directions

157 miles

2 hr 40 min

Light traffic

Via I-4 E, US-192 E *Toll on route*

184 miles

3 hr 11 min

Light traffic

Via I-4 E, FL-60 *Toll on route*

Distance between Saint Petersburg, FL and Palm Bay, FL

<https://www.distance-cities.com/distance-saint-petersburg-fl-to-palm-bay-fl> ▾

Halfway Point Between Saint **Petersburg, FL** and **Palm Bay, FL**. If you want to meet halfway between Saint **Petersburg, FL** and **Palm Bay, FL** or just make a stop in the middle of your trip, the exact coordinates of the halfway point of this route are 28.218161 and -81.669395, or 28° 13' 5.3796" N, 81° 40' 9.822" W. This location is 78.85 miles away from Saint **Petersburg, FL** and **Palm Bay, FL** and it ...

Distance from St. Petersburg, FL to Palm Bay, FL

<https://check-distance.com/route/st-petersburg-fl/palm-bay-fl> ▾

Driving **distance** from **St. Petersburg, FL** to **Palm Bay, FL** is 171 miles (276 km). How far is it from **St. Petersburg, FL** to **Palm Bay, FL**? It's a 02 hours 46 minutes drive by car. Flight **distance** is approximately 127 miles (204 km) and flight time from **St. Petersburg, FL** to **Palm Bay, FL** is 15 minutes. Don't forget to check out our "Gas cost calculator" option.

3.5/5 ★★★★★ (505)

Summary



Staybridge Suites
St. Petersburg Downtown

940 5th Ave South St. Petersburg, Florida
33705 United States

Reservations: 1-877-855-6578
Front Desk: 11-727-8210777

[Hotel Website](#)

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- Business Center
- Health/Fitness Center
- Kids Eat Free
- Pool
- Pets Allowed
- Area Shuttle
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Feedback

Select a Different Hotel

Best Price Guarantee (/hotels/us/en/global/customer_care/bwc_lp?cm_sp=WPGL-HI-GLOBAL-EN-BPGGP-AIX-SAN-bpg)

Select a Room

Staybridge Suites : St. Petersburg Downtown

940 5th Ave South, St. Petersburg, Florida 33705

940 5th Ave South, St. Petersburg, FL, US

09/22/2021 - 09/24/2021 | 2 Guests | 1 Room

Refine Results

Currency ▼

☐ Show prices with taxes and fees

Studio Suite 1 King Nonsmoking

FROM **124⁰⁰** USD

SELECT ROOM

MORE DETAILS ▼

Studio Suite 2 Bed Nonsmoking Shower

FROM **124⁰⁰** USD

SELECT ROOM

MORE DETAILS ▼

Standard Room

FROM **124⁰⁰** USD

SELECT ROOM

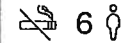
MORE DETAILS ▼

1 Bdrm Suite 2 Bed Nonsmoking

FROM **193¹⁴** USD

SELECT ROOM

MORE DETAILS ▼



Feedback

Rates reflect average nightly rate for one room.
More information here

(https://creditcards.chase.com/a1/ihg/premierres150k50?CELL=6S5G&cm_sp=WEB_-6C_-US_-EN_-CC_-CHASEPREMIER150K-50-ID_-RR_-AI_-GJKH_-S5G&ihgid=MCMID|80672576898653389251240810947722533776)



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LEARN MORE ([https://creditcards.chase.com/a1/ihg/premierres150k50?](https://creditcards.chase.com/a1/ihg/premierres150k50?CELL=6S5G&cm_sp=WEB_-6C_-US_-EN_-CC_-CHASEPREMIER150K-50-ID_-RR_-AI_-GJKH_-S5G&ihgid=MCMID|80672576898653389251240810947722533776)

[CELL=6S5G&cm_sp=WEB_-6C_-US_-EN_-CC_-CHASEPREMIER150K-50-ID_-RR_-AI_-](https://creditcards.chase.com/a1/ihg/premierres150k50?CELL=6S5G&cm_sp=WEB_-6C_-US_-EN_-CC_-CHASEPREMIER150K-50-ID_-RR_-AI_-GJKH_-S5G&ihgid=MCMID|80672576898653389251240810947722533776)

[GJKH_-S5G&ihgid=MCMID|80672576898653389251240810947722533776](https://creditcards.chase.com/a1/ihg/premierres150k50?CELL=6S5G&cm_sp=WEB_-6C_-US_-EN_-CC_-CHASEPREMIER150K-50-ID_-RR_-AI_-GJKH_-S5G&ihgid=MCMID|80672576898653389251240810947722533776))

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(<http://www.ihg.com/destinations/us/en/ex>)



U.S. General Services Administration

FY 2021 Per Diem Rates for ZIP 33705

Primary Destination	County	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & LastDay of Travel
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CITY OF PALM BAY, FLORIDA

Travel Request/Advance Request

Control # _____

Request Date: _____

Contact/Ext 1465 Tanya Seibert

Name: <u>Virginia Kilmer</u>		Destination: <u>Sanford, FL</u>			
Department/Division: <u>POLICE/SS</u>		<div style="display: flex; justify-content: space-between;"> <div> Departure Date of: <u>9/22/2021</u> Time of: <u>4:00 PM</u> </div> <div> Return <u>9/24/2021</u> <u>8:00 PM</u> </div> </div>			
Account To Be Charged: <u>001-5011-521-4001</u>		Estimated Cost: before mileage reimbursement \$368.00			
Purpose of Travel (Specify Conference, School or Other Reason) - ATTACH ITINERARY To attend Integrating Communications, Assessment, and Tactics (ICAT) Train the Trainer at St. Petersburg Police Department in St. Petersburg, FL 9/22/21 - 9/24/21 Date approved by council: _____					
Transportation: boldface or circle choice(s) POV - Estimated Mileage _____ City Vehicle Common Carrier (complete below)					
PREPAID EXPENSES	VENDOR/ADDRESS	EXPLANATION	AMOUNT	FINANCE USE ONLY	
Registration	St. Petersburg PD ATTN: Shannon Novitz 1301 Avenue North St. Petersburg, FL 33705 727-893-7662	Paid by Training	\$0.00	Vendor #	Check #
Due Date _____					Date
Hand Carry Y N					
Lodging	Staybridge Suites Downtown St. Petersburg 940 5th Ave South St. Petersburg, FL 33705 727-821-0777	Share room w/Grey Rate \$124.00 # Nights 2	\$248.00	Vendor #	Check #
Due Date _____					Date
Hand Carry Y N					
Common Carrier (if applicable)				Vendor #	Check #
Due Date _____					Date
Hand Carry Y N			\$0.00		
Other Expenses				Vendor #	Check #
Due Date _____					Date
Hand Carry Y N					
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Dinner 3	@ \$26.00	= \$78.00			
Incidentals 2	@ \$5.00	= \$10.00			
			\$120.00		

TRAVEL APPROVALS

Department Head

Date

Finance

Date

(if applicable)

City Manager

Date

(ATTACH TO EXPENSE REPORT UPON RETURN)



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ICAT is a new and innovative approach to use-of-force training. ICAT provides first responding police officers with the tools, skills, and options they need to successfully and safely defuse a range of critical incidents. The training focuses on situations involving persons in crisis and those who are unarmed or armed with weapons other than firearms.

Founded on research findings and best practices, ICAT was developed by the Police Executive Research Forum (PERF) with input from hundreds of law enforcement professionals nationwide. It is currently being taught in police agencies of all sizes and in all parts of the country.

Now, PERF is offering train-the-trainer sessions to law enforcement agencies interested in implementing ICAT for their officers.


About the Train-the-Trainer Sessions

- » A one-and-a-half day, hands-on exploration of all ICAT modules, covering:
 - Critical decision-making
 - Crisis recognition
 - Tactical communications
 - Suicide by cop
 - Operational tactics
- Step Up and Step In- Discuss the importance of intervening in certain use of force situations to prevent misconduct and improve officer safety and wellness.
- Scenario-based training exercises and video case studies
- » Led by experienced trainers who have taught ICAT in their own agencies and others.
 - Participants will have access to all ICAT training guide materials, including detailed lesson plans, Powerpoint files and videos.
 - Follow-up telephone and online consultation with PERF specialists is available.
- » Following the course, participants will be prepared to train their agency's personnel in ICAT and facilitate scenarios that develop officer competency using these principles in action.

Who Should Attend?

- » Agency trainers
- » First-line supervisors*
- » Patrol officers*
- » Dispatch trainiers/personnel *

*This course is presented in a train-the-trainer format. However, all sworn law enforcement personnel are welcome to attend.



**Upcoming ICAT
Train-the-Trainer Session**

Thursday, September 23, 2021
8:00 am – 4:00 pm

Friday, September 24, 2021 8:00
am – 1:00 pm

Held in conjunction with the Tampa
Bay Area Chiefs of Police Association

St. Petersburg Police Department
1301 First Avenue North
St. Petersburg, FL 33705

Cost:
This training is FREE of charge and
limited to law enforcement
personnel from Florida. No more
than 4 officers per agency. Seats are
limited.

All participants must register prior to
the training date.

To register, contact Shannon
Novitz at
Shannon.Novitz@stpete.org or
727-893-7662.

For More Information (or if your agency is interested in a customized, on-site training for all agency personnel): Contact Jason Cheney, PERF Research Associate, at jcheney@policeforum.org or (202) 454-8331.

www.policeforum.org/icat



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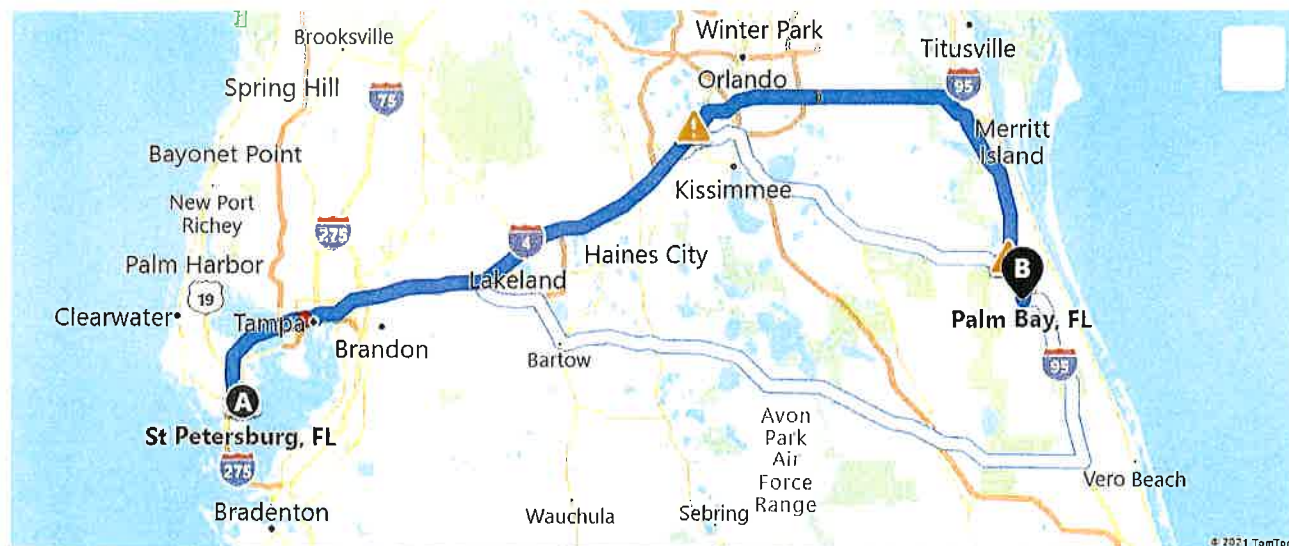
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Including results for **st petersburg fl to palm bay fl distance**.Do you want results only for **st petersburg fl to palm bay fl distane?**

170 miles · Light traffic · 2 hr 39 min

St Petersburg, FL → Palm Bay, FL (☀ 82°F)

Search along the route ▾



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Via I-4 E, FL-528 E *Toll on route*

Directions

157 miles

2 hr 40 min

Light traffic

Via I-4 E, US-192 E *Toll on route*

184 miles

3 hr 11 min

Light traffic

Via I-4 E, FL-60 *Toll on route*

Distance between Saint Petersburg, FL and Palm Bay, FL

<https://www.distance-cities.com/distance-saint-petersburg-fl-to-palm-bay-fl> ▾

Halfway Point Between Saint **Petersburg, FL** and **Palm Bay, FL**. If you want to meet halfway between Saint **Petersburg, FL** and **Palm Bay, FL** or just make a stop in the middle of your trip, the exact coordinates of the halfway point of this route are 28.218161 and -81.669395, or 28° 13' 5.3796" N, 81° 40' 9.822" W. This location is 78.85 miles away from Saint **Petersburg, FL** and **Palm Bay, FL** and it ...

Distance from St. Petersburg, FL to Palm Bay, FL

<https://check-distance.com/route/st-petersburg-fl/palm-bay-fl> ▾

Driving **distance** from **St. Petersburg, FL** to **Palm Bay, FL** is 171 miles (276 km). How far is it from **St. Petersburg, FL** to **Palm Bay, FL**? It's a 02 hours 46 minutes drive by car. Flight **distance** is approximately 127 miles (204 km) and flight time from **St. Petersburg, FL** to **Palm Bay, FL** is 15 minutes. Don't forget to check out our "Gas cost calculator" option.

3.5/5 ★★★★★ (505)

Summary



Staybridge Suites
St. Petersburg Downtown

940 5th Ave South St. Petersburg, Florida

33705 United States

Reservations: 1-877-865-6578

Front Desk: 11-727-8210777

[Hotel Website](#)

- Free Breakfast
- Wireless Internet
- Business Center
- Health/Fitness Center
- Kids Eat Free
- Pool
- Pets Allowed
- Area Shuttle
- Full Kitchen

Stay with Confidence. Read our latest **Travel Advisory.**

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Select a Different Hotel

Best Price Guarantee (/hotels/us/en/global/customer_care/bwc_lp?cm_sp=WPGL-HI-GLOBAL-EN-BPGGP-AIX-SAN-bpg)

Select a Room

Staybridge Suites : St. Petersburg Downtown

940 5th Ave South, St. Petersburg, Florida 33705

940 5th Ave South, St. Petersburg, FL, US

09/22/2021 - 09/24/2021 | 2 Guests | 1 Room

☰ Refine Results

Currency ▼

☐ Show prices with taxes and fees

Studio Suite 1 King Nonsmoking

FROM **124⁰⁰** USD

SELECT ROOM

MORE DETAILS ▼

Studio Suite 2 Bed Nonsmoking Shower

FROM **124⁰⁰** USD

SELECT ROOM

MORE DETAILS ▼

Standard Room

FROM **124⁰⁰** USD

SELECT ROOM

MORE DETAILS ▼

1 Bdrm Suite 2 Bed Nonsmoking

FROM **193¹⁴** USD

SELECT ROOM

MORE DETAILS ▼



Feedback

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[CELL=6S5G&cm_sp=WEB-_-6C-_-US-_-EN-_-CC-_-CHASEPREMIER150K-50-ID-_-RR-_-AI-_-GJKH-_-S5G&ihgid=MCMID|80672576898653389251240810947722533776](https://creditcards.chase.com/a1/ihg/premierres150k50?CELL=6S5G&cm_sp=WEB-_-6C-_-US-_-EN-_-CC-_-CHASEPREMIER150K-50-ID-_-RR-_-AI-_-GJKH-_-S5G&ihgid=MCMID|80672576898653389251240810947722533776))

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U.S. General Services Administration

FY 2021 Per Diem Rates for ZIP 33705

Primary Destination	County	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & LastDay of Travel
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Office of the Attorney General Florida - Ashley Moody
Florida Crime Prevention Training Institute

Course Details

Course Title: Victim Services Practitioner Designation Update
Start Date: 09/29/2021
End Date: 10/01/2021
Course Time: 8:00 AM to 5:00 PM
Course Number: 516-21-05
City: Orlando
Tuition: \$299.00
Location & Lodging: This in -person course will be held at the Doubletree by Hilton Orlando at SeaWorld, 10100 International Drive, Orlando, Florida 32821. For hotel accommodations, the Doubletree is providing a group guest room rate for \$99.00 (Standard). Reservations must be made by August 31, 2021. Resort Fee is waived for the group. Self parking is complimentary.

Reservation Link:

[Book your group rate for • Florida Crime Prevention Training Institute - Victim Services Practitioner Designation Update](#)

Course Description:

This three-day course (24 hours) is designed as an update for those who completed the 40-hour Victim Services Practitioner Designation course. The Update course provides new information on the legal rights of crime victims, such as Marsy's Law, and discusses the concept of restorative justice. It also offers skill development in the areas of competency across generations, death notifications in the age of social media and technology, and advocacy through the victim compensation program.

Students must attend all three days in order to receive a certificate of completion. Course attendance fulfills the Victim Services Practitioner Designation renewal requirements



Office of the Attorney General Florida - Ashley Moody
Florida Crime Prevention Training Institute

Course Details

Course Title:	Victim Services Practitioner Designation Update		
City:	Orlando	Start Date:	09/29/2021
Tuition:	\$299.00	End Date:	10/01/2021
Course Number:	516-21-05		

Attendee Information:

Attendee ID:	11033756
Source funded:	VOCA Funded Position
Sworn Officer:	No
*Job Title:	Victim Advocate
First Name:	Amanda
Middle Initial:	
Last Name:	Housewright
Date of Birth	Month: November Day: 3
Last 4 digits of SSN:	3756
Phone #:	(321) 953-8998
Fax #:	
Email:	amanda.housewright@pbfl.org

Individual or Agency / Organization Information

Agency/Organization:	Palm Bay Police Department
Address1:	130 Malabar Road, Se
City:	Palm Bay
Country:	United States of America
State:	Florida
County:	Brevard
Zip:	32907

Americans with Disabilities Act (ADA):

Special Accommodations:

Registration Completed By:

Same as attendee?	Yes
Person Name:	Amanda Housewright
Email:	amanda.housewright@pbfl.org

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FY 2021 Per Diem Rates for ZIP 32821

Meals & Incidentals (M&IE) Breakdown

Primary Destination	County	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & LastDay of Travel
Orlando	Orange	\$66	\$16	\$17	\$28	\$5	\$49.50



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joan Junkala-Brown, Acting City Manager

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

DATE: 9/2/2021

RE: Acknowledgement of a corrective Legislative Memorandum relating to the sale of City-owned surplus real estate located at 1048 Hunt Street to buyer Susan C. Ayer; and authorize a corrective budget amendment to transfer \$198,128 into the General Fund.

On July 1, 2021, City Council adopted Resolution 2021-24 conveying City-owned surplus real estate at 1048 Hunt Street to buyer Susan C. Ayer. The legislative memo stated that upon closing, the sales proceeds must first repay the City's federal grant program Neighborhood Stabilization Program (NSP) trust fund with the remaining balance deposited into the City's Road Maintenance Fund.

Upon further review of this file and all expenses, it was discovered that all prior transactions relating to the property acquisition and construction of 1048 Hunt St. were actually recorded by former staff within the State Housing Initiatives Program (SHIP) trust fund (\$59.92) and the NSP trust fund using Program Income (\$198,068.20). For transparency and compliance, staff is simply seeking to correct the record to show that the proceeds from this sale shall be properly transferred to the General Fund, followed the reimbursement to the NSP Program Income and SHIP trust funds as previously stated and finally, remaining balance of the proceeds shall still be deposited into the City's Road Maintenance Fund.

Housing staff has reconciled the total amount of SHIP and NSP funds recorded to be \$198,128.12 for 1048 Hunt St. NW. This amount includes the following expenses:

- \$200.31 in land acquisition costs
- \$194,632.30 in building/construction costs
- \$685.00 in lawn maintenance costs
- \$52.25 in county disposal costs
- \$1,479.97 in utility/electric costs
- \$1,078.29 in utility/water costs (\$59.92 was paid out of SHIP)

REQUESTING DEPARTMENT:
Community & Economic Development

FISCAL IMPACT:

Sale proceeds shall still be deposited into the General Fund account 001-0000-388-1001 (Sales Proceeds).

The following NSP and SHIP accounts will be reimbursed from the sale proceeds as follows: \$200.31 (account 123-3353-554-6101), \$194,632.30 (account 123-3353-554-6201), \$685.00 (account 123-3351-554-3141), \$52.25 (account 123-3353-554-4304), \$59.92 (account 111-3353-554-4301), \$1,391.06 (account 123-3353-554-4301), \$28.99 (account 123-3411-554-4301) and \$1,078.29 (account 123-3353-554-4302) and transfers to the following General Fund accounts as follows: \$200.31 (account 001-3411-554-6101), \$194,632.30 (account 001-3411-554-6201), \$685.00 (account 001-3411-554-3141), \$52.25 (account 001-3411-554-4304), \$1,479.97 (account 001-3411-554-4301), and \$1,078.29 (account 001-3411-554-4302). The remaining balance shall be transferred to account 307-0000-381-1001 (Road Maintenance Fund).

RECOMMENDATION:

Motion to acknowledge the corrective memo and authorize a corrective budget amendment to move the expenses of \$198,128.12 for 1048 Hunt Street, project 17CD03, currently recorded in Fund 111 (SHIP) and Fund 123 (NSP) to Fund 001 (General Fund).

ATTACHMENTS:

Description

7/1/2021 Legislative Memo re: Resolution 2021-24, conveying City-owned surplus real estate located at 1048 Hunt St to buyer Susan C. Ayer



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Joan Junkala-Brown, Deputy City Manager

DATE: 7/1/2021

RE: Resolution 2021-24, conveying City-owned surplus real estate located at 1048 Hunt Street to buyer Susan C. Ayer.

On April 15, 2021, City Council declared a City-owned single family home located at 1048 Hunt Street NW as surplus real estate and authorized the City to list the property as available for sale with the City's contracted residential real estate broker, Ellingson Properties, LLC. Ellingson Properties prepared a Comparative Market Analysis (CMA) with a suggested list price of \$224,900.

On May 27, 2021, the broker presented 20 purchase offers to the City. The City has reviewed all offers and recommends selling and conveying the property to the highest and best offer of \$245,333 received from buyer, Susan C. Ayer.

The subject property is a 0.24 acre single-family improved lot with a 1,809 SF home and two-car garage. This home was constructed by the City under the Homes for Warriors program and has sat vacant since it was constructed in 2017. The Homes for Warriors program was funded using the City's Neighborhood Stabilization Program (NSP) grant funds. The total cost for construction was \$197,698.10. Upon closing, the sale proceeds must first repay the NSP trust fund with the remaining balance deposited into the City's Road Maintenance Fund.

REQUESTING DEPARTMENT:

City Manager's Office

FISCAL IMPACT:

Upon closing, sale proceeds will be deposited into the General Fund account 001-0000-388-1001 (Sales Proceeds) with \$197,698.10 transferred to account 123-0000-345-9005 (NSP Program Income/Property Sales) and the remaining balance transferred to account 307-0000-381-1001 (Road Maintenance Fund).

RECOMMENDATION:

Motion to adopt by Resolution conveying City-owned surplus real estate located at 1048 Hunt Street to buyer Susan C. Ayer.

ATTACHMENTS:

Description

Purchase Contract 1048 Hunt St NW (Susan C. Ayer).

Resolution 2021-24



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joan Junkala-Brown, Acting City Manager

THRU: Larry Wojciechowski, Finance Director

DATE: 9/2/2021

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

Attached for your information is the monthly financial report which provides an overview of the City's financial activities for July 2021. July is the tenth month of the fiscal year and represents 83% of the annual budget year.

Citywide cash and investments increased by \$89.5 million or 51.0% 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 from 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 July were \$67.1 million and are 81.2% of the annual budget. General Fund expenditures through the end of July were \$61.9 million and are 74.9% of the annual budget. General Fund total cash & investments on July 31, 2021 was \$29.4 million, which is \$7.1 million or 31.8 % higher than one year ago.

General Fund revenues collected through July 31, 2021, overall were 7.3% 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 July 31, 2021, overall were 2.1% 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 July 31, 2021.

REQUESTING DEPARTMENT:
Finance

FISCAL IMPACT:

None

RECOMMENDATION:

Motion to acknowledge receipt of the July 2021 Financial Report.

ATTACHMENTS:

Description

July 31, 2021 Financial Report



MONTHLY FINANCIAL REPORT (UNAUDITED)

JULY 2021

City of Palm Bay, Florida

Report Summary



Financial Report Summary	Page 1
General Fund	
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➤ Year-to-Date Expenditures	Page 3
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➤ Operating Statement & Change in Fund Balance	Page 5
➤ Fund Balance History	Page 6
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MONTHLY FINANCIAL REPORT (UNAUDITED)

JULY 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 July 2021. July is the tenth month of the fiscal year and represents 83% of the annual budget.

Financial Report Summary

- Citywide revenues¹ of \$261.7 million are at 63.8% of the annual budget. Citywide expenditures¹ of \$171.2 million are at 41.8% 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 \$89.5 million, or 51.0%, 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 ¹		Citywide - Revenues ¹		Citywide - Expenditures ¹	
7/31/2021	\$ 264,772,359.54	7/31/2021	\$ 261,719,309.56	7/31/2021	\$ 171,219,963.44
7/31/2020	175,291,027.59	7/31/2020	223,269,737.27	7/31/2020	160,959,703.98
Increase	51.0% \$ 89,481,331.95	Increase	17.2% \$ 38,449,572.29	Increase	6.4% \$ 10,260,259.46

¹ Not including Cash, Revenues, or Expenditures from PB Municipal Foundation.

- General Fund revenues of \$67.1 million are at 81.2% of the annual budget. This is an increase of \$4.6 million, or 7.3%, in comparison to the prior year.
- General Fund expenditures of \$61.9 million are at 74.9% of the annual budget. This is an increase of \$1.3 million, or 2.1%, in comparison to the prior year.
- General Fund cash and investments increased by \$7.1 million, or 31.8%, 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	
7/31/2021	\$ 29,428,149.99	7/31/2021	\$ 67,086,743.70	7/31/2021	\$ 61,871,697.53
7/31/2020	22,333,594.57	7/31/2020	62,530,623.47	7/31/2020	60,617,224.77
Increase	31.8% \$ 7,094,555.42	Increase	7.3% \$ 4,556,120.23	Increase	2.1% \$ 1,254,472.76

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

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

CITY OF PALM BAY, FLORIDA

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

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

	Prior YTD	Current YTD	% Variance	Annual Budget
Ad Valorem Taxes	\$ 33,654,849	\$ 35,636,737	5.9%	\$ 35,353,784
Local Option Fuel Tax	2,878,357	2,924,515	1.6%	3,842,728
Utility Service Taxes	6,078,920	6,459,872	6.3%	8,920,500
Communication Service Tax	1,746,923	1,701,428	-2.6%	2,454,678
Franchise Fees	3,397,377	3,698,172	8.9%	5,936,200
State Shared Revenues (1)	2,489,475	2,833,376	13.8%	4,403,034
Half Cent Sales Tax (2)	4,390,736	4,955,679	12.9%	6,511,107
Licenses and Permits	613,912	651,117	6.1%	692,810
Grants and Other Entitlements	902,049	922,599	2.3%	810,494
Charges for Services (3)	3,771,053	4,685,736	24.3%	5,075,376
Fines and Forfeitures (4)	331,220	411,094	24.1%	437,600
Interest, Rents & Other Revenues (5)	583,401	662,972	13.6%	1,206,817
Interfund Transfers & Other Sources	1,692,352	1,543,444	-8.8%	1,784,529
Fund Balance	-	-	0.0%	5,148,536
	\$ 62,530,623	\$ 67,086,744	7.3%	\$ 82,578,193

(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) Increase primarily due to higher year-to-date collection of applied forfeitures & sales of surplus materials.

MONTHLY FINANCIAL REPORT (UNAUDITED)**JULY 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	\$ 675,344	\$ 672,659	-0.4%	\$ 974,359
City Manager (1)	810,471	392,585	-51.6%	570,497
City Attorney (2)	285,347	250,613	-12.2%	521,928
Procurement (3)	437,367	495,392	13.3%	663,138
Finance	1,329,387	1,311,143	-1.4%	1,743,697
Information Technology	2,266,605	2,082,140	-8.1%	3,477,937
Human Resources	503,330	473,352	-6.0%	617,124
Growth Management	1,186,496	1,300,557	9.6%	1,803,134
Economic Development (4)	315,976	771,965	144.3%	1,313,014
Parks and Recreation (5)	3,444,104	3,829,299	11.2%	6,126,324
Facilities	2,084,731	2,096,204	0.6%	2,736,532
Police	17,142,022	17,413,461	1.6%	23,373,874
Fire	12,739,825	13,443,372	5.5%	16,502,289
Public Works	4,445,412	4,662,480	4.9%	7,465,268
Non-Departmental	4,306,622	4,339,411	0.8%	5,148,516
Transfers	8,644,185	8,337,064	-3.6%	9,540,562
	\$ 60,617,225	\$ 61,871,698	2.1%	\$ 82,578,193

(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 in FY21.

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

(5) Increase primarily due to higher year-to-date personnel costs in FY21.

	YTD Actual	YTD Budget	Annual Budget	% Spent
Debt Service	\$ 5,430,468.77	\$ 5,339,761	\$ 6,407,713	84.7%
Personnel	42,651,887.53	45,756,287	54,907,544	77.7%
Operating	10,097,558.61	13,015,414	15,618,497	64.7%
Capital	785,187.62	2,092,992	2,511,590	31.3%
Contributions	-	-	-	0.0%
Transfers	2,906,595.00	2,610,708	3,132,849	92.8%
Reserves	-	-	-	0.0%
	\$ 61,871,697.53	\$ 68,815,161	\$ 82,578,193	74.9%

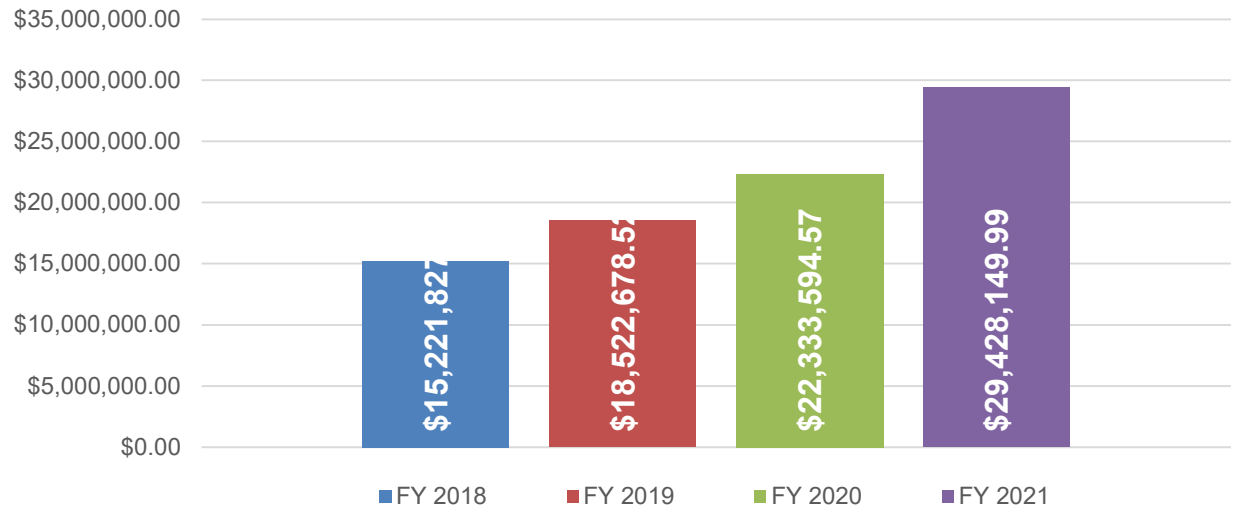
The total budgeted expenditures for 2021 are \$82,578,193 (including encumbrances from prior year and budget amendments). Of this amount, \$54,907,544, or 66.5%, is related to personnel costs.

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

CITY OF PALM BAY, FLORIDA

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

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



General Fund Cash & Investments		General Fund Cash & Investments	
Prior Month Ending Balance	\$ 31,243,347.17	July 2021 Ending Balance	\$ 29,428,149.99
Cash Increase (Decrease)	(1,815,197.18)	Cash Advanced to Other Funds:	
		CDBG Funds 112, 124 & 126	(262,055.50)
Ending Balance 7/31/2021	\$ 29,428,149.99	Total Available Cash & Investments	\$ 29,166,094.49

MONTHLY FINANCIAL REPORT (UNAUDITED)**JULY 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 July 31, 2021

	Prior YTD	Current YTD
<u>REVENUES</u>		
Ad Valorem Taxes	\$ 33,654,849	\$ 35,636,737
Local Option Fuel Tax	2,878,357	2,924,515
Utility Service Taxes	6,078,920	6,459,872
Communication Service Tax	1,746,923	1,701,428
Franchise Fees	3,397,377	3,698,172
State Shared Revenues	2,489,475	2,833,376
Half Cent Sales Tax	4,390,736	4,955,679
Licenses and Permits	613,912	651,117
Grants and Other Entitlements	902,049	922,599
Charges for Services	3,771,053	4,685,736
Fines and Forfeitures	331,220	411,094
Interest, Rents and Other Revenues	583,401	662,972
Interfund Transfers and Other Sources	1,692,352	1,543,444
Total Revenues	62,530,623	67,086,744
<u>EXPENDITURES</u>		
Legislative	675,344	672,659
City Manager	810,471	392,585
City Attorney	285,347	250,613
Procurement	437,367	495,392
Finance	1,329,387	1,311,143
Information Technology	2,266,605	2,082,140
Human Resources	503,330	473,352
Growth Management	1,186,496	1,300,557
Economic Development	315,976	771,965
Parks and Recreation	3,444,104	3,829,299
Facilities	2,084,731	2,096,204
Police	17,142,022	17,413,461
Fire	12,739,825	13,443,372
Public Works	4,445,412	4,662,480
Non-Departmental	4,306,622	4,339,411
Transfers	8,644,185	8,337,064
Total Expenditures	60,617,225	61,871,698
Excess (Deficiency) of Revenues Over Expenditures	1,913,399	5,215,046
Fund Balance - Beginning	19,098,786	24,540,027
Fund Balance - Ending	\$ 21,012,185	29,755,073

MONTHLY FINANCIAL REPORT (UNAUDITED)**JULY 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	\$ 23,658,524	35.0%
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)

JULY 2021

CITY OF PALM BAY, FLORIDA

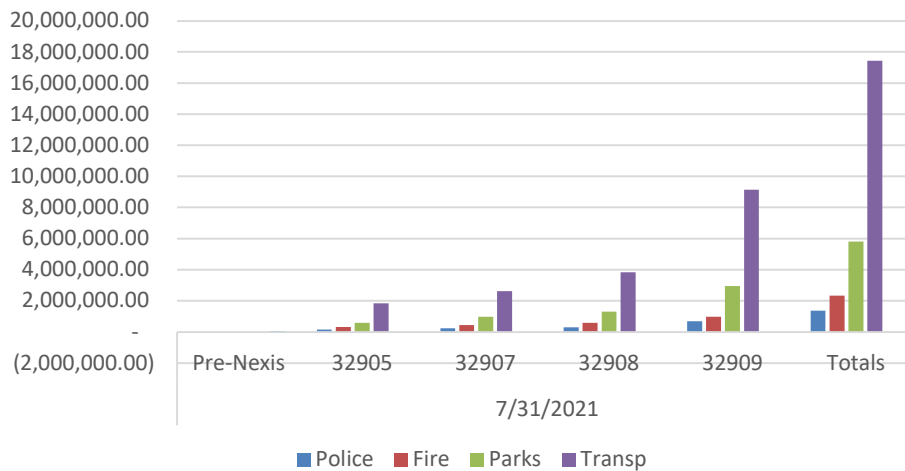


Impact Fees by Nexus Zone - Cash & Investments – Summary*

		Zone 1	Zone 2	Zone 3	Zone 4	
	Pre-Nexis	32905	32907	32908	32909	Totals
Police	-	150,085.70	231,689.75	296,399.34	680,944.25	1,359,119.04
Fire	-	324,126.19	438,039.59	591,062.06	974,521.73	2,327,749.57
Parks	0.03	574,778.37	975,079.28	1,304,271.75	2,954,468.28	5,808,597.71
Transp	(0.45)	1,835,958.12	2,629,618.83	3,827,087.60	9,133,688.08	17,426,352.18
Totals	(0.42)	2,884,948.38	4,274,427.45	6,018,820.75	13,743,622.34	26,921,818.50

*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)

JULY 2021

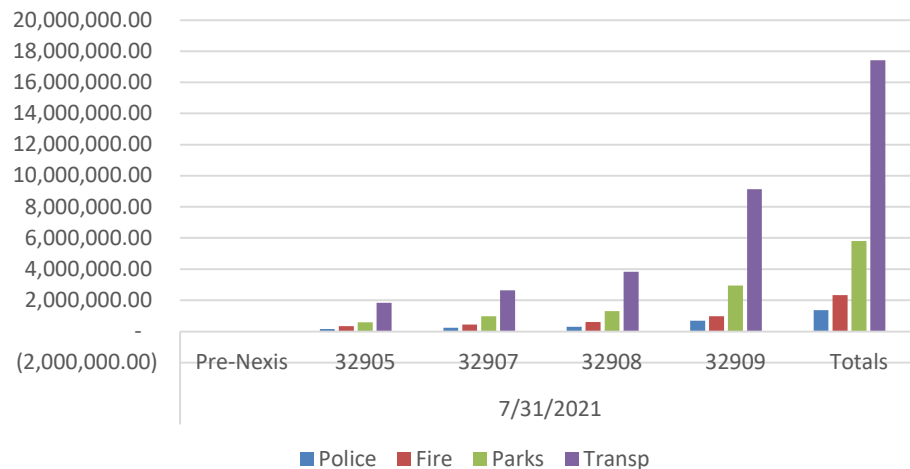
CITY OF PALM BAY, FLORIDA



Impact Fees by Nexus Zone – Fund Balance - Summary

	Pre-Nexis	32905	32907	32908	32909	Totals
Police	-	150,085.70	231,683.84	296,393.43	680,920.59	1,359,083.56
Fire	-	324,126.19	438,039.59	591,062.06	969,096.58	2,322,324.42
Parks	0.03	574,778.37	975,079.28	1,304,271.75	2,954,468.28	5,808,597.71
Transp	(0.45)	1,835,958.12	2,629,618.83	3,827,087.60	9,134,817.98	17,427,482.08
Totals	(0.42)	2,884,948.38	4,274,421.54	6,018,814.84	13,739,303.43	26,917,487.77

Fund Equity by Zone



MONTHLY FINANCIAL REPORT (UNAUDITED)

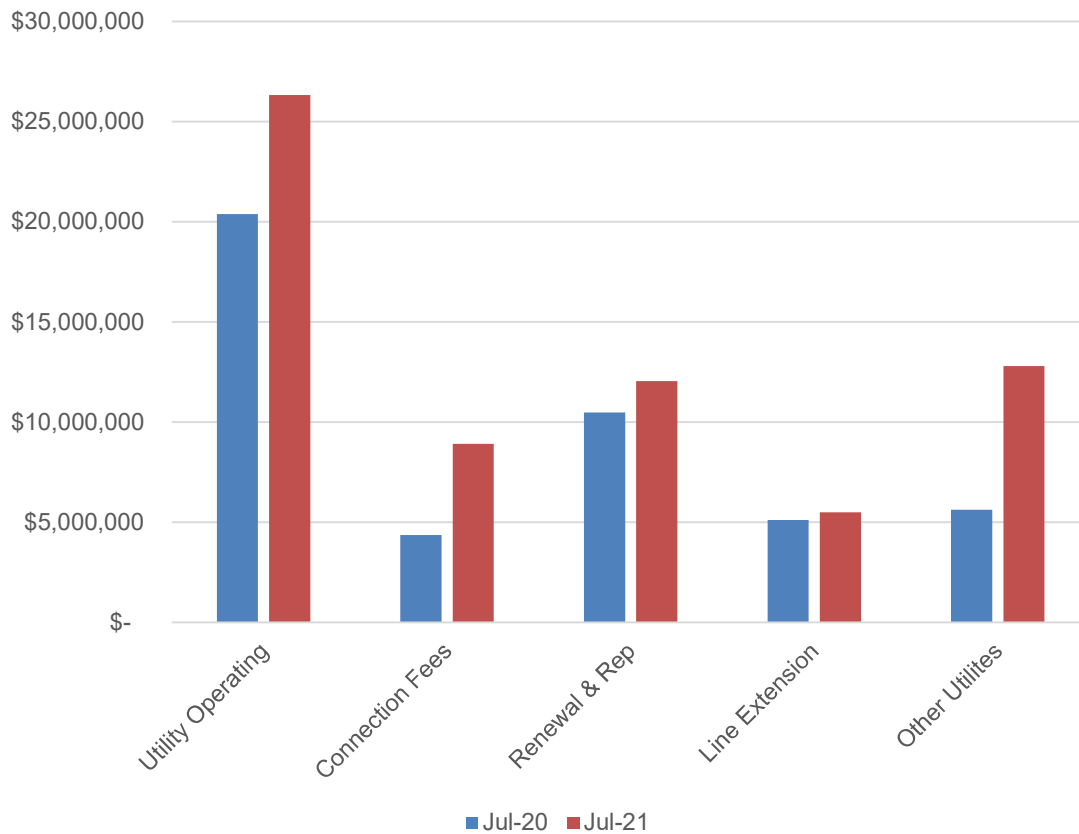
JULY 2021

CITY OF PALM BAY, FLORIDA



Utilities Fund Cash & Investments - Summary

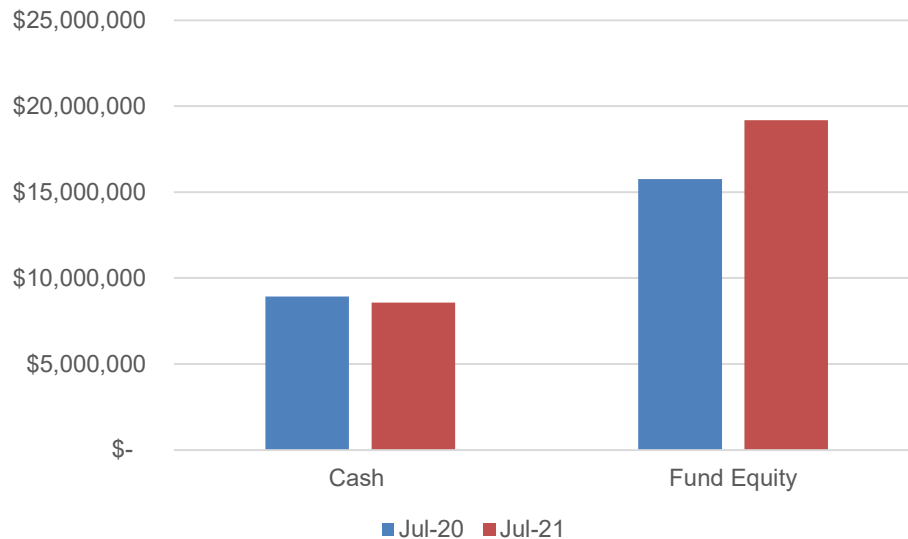
Year-to-Date (YTD) Comparison: Water & Sewer



Overall, the Water & Sewer Funds cash and investments were \$19.62 million, or 42.7%, more as of July 2021 as compared to July 2020.

Stormwater Fund Cash & Equity - Summary

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

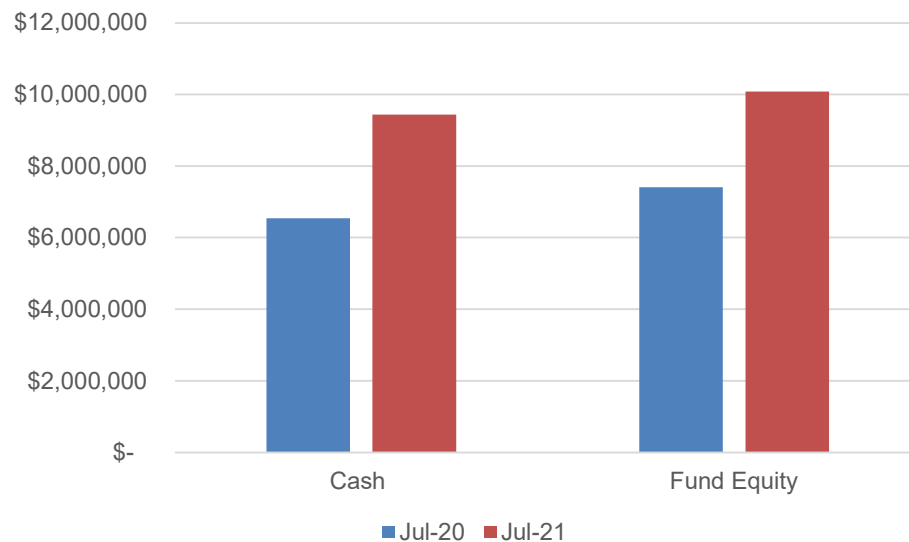


Overall, the Stormwater cash and investments were \$340,988, or 3.8%, less as of July 2021 as compared to July 2020.

Overall, the Stormwater fund equity was \$3,430,400, or 21.8%, more as of July 2021 as compared to July 2020.

Building Fund Cash & Equity - Summary

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

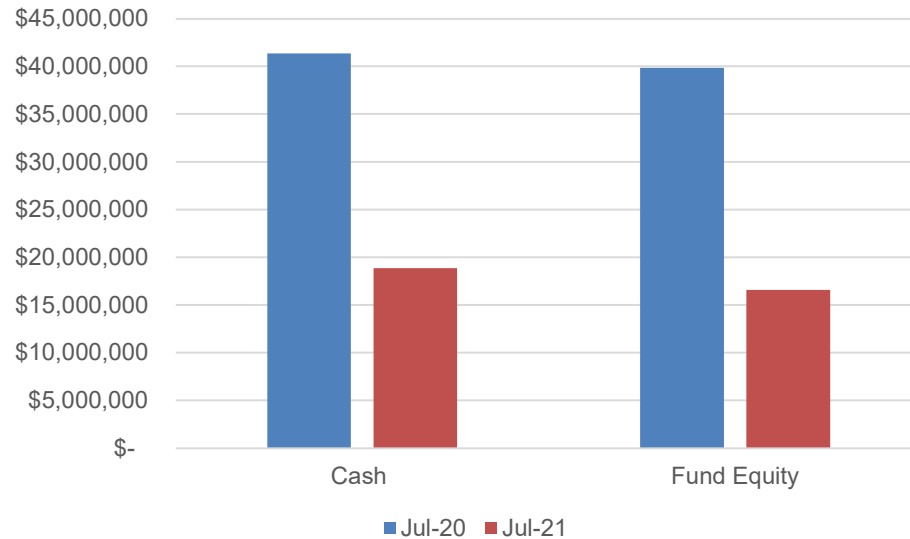


Overall, the Building cash and investments were \$2,895,769, or 44.3%, more as of July 2021 as compared to July 2020.

Overall, the Building fund equity was \$2,669,946, or 36.0%, more as of July 2021 as compared to July 2020.

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 \$22,479,178, or 54.4% less, as of July 2021 than July 2020.

The 2019 G.O. Road Program Fund equity was at \$23,264,414, or 58.4% less, as of July 2021 than at July 2020.

MONTHLY FINANCIAL REPORT (UNAUDITED)

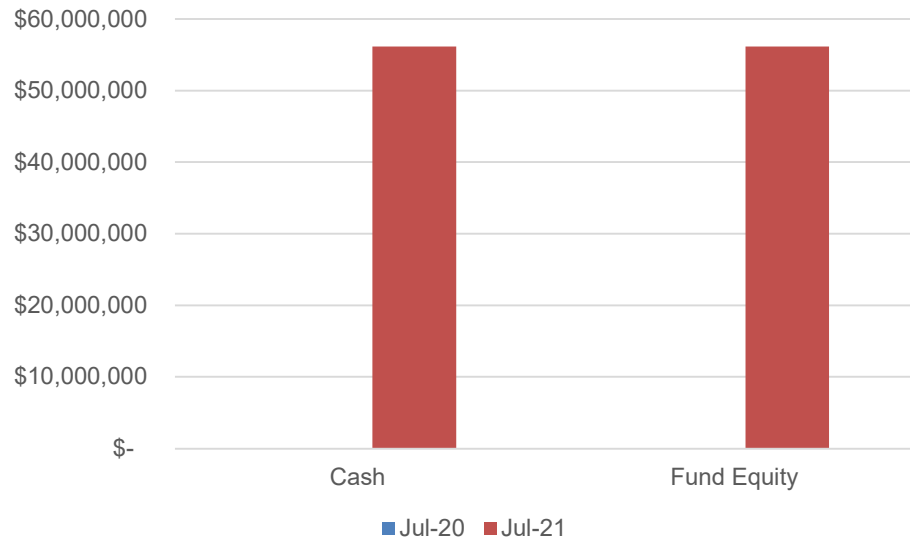
JULY 2021

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 \$56,130,022 as of July 2021, and was zero at July 2020.

The 2021 G.O. Road Program Fund equity was \$56,130,022 as of July 2021, and did not exist at July 2020.

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

CITY OF PALM BAY, FLORIDA

**Unaudited Financial Activity - All Funds**

City of Palm Bay, Florida

As of July 31, 2021

83% 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	\$82,578,193	\$67,086,744	81.2%	\$55,814,333	67.6%
Special Revenue Funds							
101	Law Enforcement Trust Fund	5,000	108,134	13,010	12.0%	97,737	90.4%
103	Palm Bay Municipal Foundation	30,000	30,000	398	1.3%	242	0.8%
105	Code Nuisance Fund	239,000	239,000	266,101	111.3%	198,659	83.1%
111	State Housing Grant Fund	4,500	741,433	382,741	51.6%	474,292	64.0%
112	Comm Devel Block Grant Fund	155,745	803,521	577,237	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	377,139	5332.9%	3,025	42.8%
124	Coronavirus Relief Tr. Fund	0	458,609	225,515	49.2%	349,969	76.3%
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	9,006,223	0.0%	-	0.0%
131	Donations Fund	0	6,680	14,937	223.6%	6,793	101.7%
161	Environmental Fee Fund	72,000	72,000	134,043	186.2%	-	0.0%
181	Bayfront Comm Redev Fund	1,410,370	1,471,801	1,469,161	99.8%	429,025	29.1%
Impact Fee Funds							
180	Police Impact Fees - 32905	25,000	25,000	124,525	498.1%	58	0.2%
183	Police Impact Fees - 32907	30,000	82,541	167,128	202.5%	3,044	3.7%
184	Police Impact Fees - 32908	40,000	92,541	197,575	213.5%	3,116	3.4%
186	Police Impact Fees - 32909	60,000	270,164	457,668	169.4%	12,019	4.4%
187	Fire Impact Fees - 32905	80,400	86,651	196,508	226.8%	644	0.7%
188	Fire Impact Fees - 32907	60,700	69,094	260,385	376.9%	723	1.0%
189	Fire Impact Fees - 32908	60,800	240,800	307,878	127.9%	462	0.2%
190	Fire Impact Fees - 32909	141,600	504,252	712,369	141.3%	102,996	20.4%
191	Parks Impact Fees - 32905	180,400	347,838	352,657	101.4%	365	0.1%
192	Parks Impact Fees - 32907	182,500	1,027,698	537,237	52.3%	35,300	3.4%
193	Parks Impact Fees - 32908	163,000	625,637	649,245	103.8%	891	0.1%
194	Parks Impact Fees - 32909	507,000	507,000	1,483,152	292.5%	1,820	0.4%
196	Trans Impact Fees - 32905	112,500	112,500	1,083,778	963.4%	1,162	1.0%
197	Trans Impact Fees - 32907	701,200	1,082,787	1,826,672	168.7%	23,201	2.1%
198	Trans Impact Fees - 32908	703,000	703,000	2,160,857	307.4%	1,814	0.3%
199	Trans Impact Fees - 32909	2,442,000	2,509,696	4,127,276	164.5%	998,546	39.8%

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

CITY OF PALM BAY, FLORIDA

**Unaudited Financial Activity - All Funds****City of Palm Bay, Florida****As of July 31, 2021****83% 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	519,994	100.0%	275,224	52.9%
214	2004 Pension Bond Debt Svc Fd	175,000	175,000	145,880	83.4%	155,000	88.6%
219	2010 PST Revenue Bonds DS Fd	465,005	803,542	5,566	0.7%	803,542	100.0%
221	2013 Pension Bonds DS Fund	1,488,160	1,488,160	1,237,328	83.1%	810,404	54.5%
222	2014 LOGT Note DS Fd	628,025	628,173	0	0.0%	628,173	100.0%
223	2015 Franchise Fee Note DS Fd	533,595	533,595	442,133	82.9%	526,320	98.6%
224	2015 Sales Tax Bonds DS Fd	831,980	831,980	689,064	82.8%	816,315	98.1%
225	2015 Sales Tax Bonds DS Fd - TIF	231,752	231,752	227,917	98.3%	224,814	97.0%
226	2016 Franchise Fee Note DS Fd	333,746	333,746	276,530	82.9%	316,287	94.8%
227	2018 LOGT Note DS Fd	778,784	778,784	768,354	98.7%	760,128	97.6%
228	2019 GO Bonds DS Fd	3,541,750	3,541,750	3,562,044	100.6%	3,527,750	99.6%
229	2019 Pension Bonds DS Fund	2,211,085	2,211,085	1,841,836	83.3%	1,882,778	85.2%
230	2020 Special Oblig Ref Note	0	4,632,303	4,577,708	0.0%	4,343,329	93.8%
Capital Projects Funds							
301	Community Investment Fund	3,362,000	8,177,277	2,261,742	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	753,239	49.6%	23,766	1.6%
308	'18 LOGT Nt Procds-Rd I-95 Fd	0	466,749	471	0.1%	133,102	28.5%
309	'19 GO Bond Proceeds-Road Fd	400,000	50,455,631	36,025	0.1%	11,319,450	22.4%
310	'21 GO Bond Proceeds-Road Fd	0	56,437,163	56,464,473	0.0%	334,451	0.6%

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

CITY OF PALM BAY, FLORIDA

**Unaudited Financial Activity - All Funds****City of Palm Bay, Florida****As of July 31, 2021****83% 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	44,366,874	29,637,550	66.8%	21,413,321	48.3%
423	Utility Connection Fee Fund	4,086,427	4,982,885	6,925,460	139.0%	2,810,949	56.4%
424	Utility Renewal / Replace Fd	6,238,478	14,121,156	4,948,758	35.0%	2,787,614	19.7%
425	Main Line Extension Fee Fund	2,152,993	2,871,056	1,538,287	53.6%	1,206,104	42.0%
426	2016 Utility Bond Fund	1,537,860	1,537,860	1,276,236	83.0%	93,005	6.0%
427	2001 Bond Fund	1,961,420	1,961,420	1,598,771	81.5%	0	0.0%
431	USA1 Assessment Fund	221,472	541,472	221,580	40.9%	537,032	99.2%
432	Unit 31 Assessment Fund	360,475	360,475	392,309	108.8%	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	633,117	5.2%	2,914,823	23.8%
Other Enterprise Funds							
451	Building Fund	4,323,000	5,477,486	5,636,024	102.9%	2,867,719	52.4%
461	Stormwater Fund	9,981,145	15,071,564	6,792,998	45.1%	5,010,759	33.2%
471	Solid Waste Fund	12,172,887	12,174,876	9,397,481	77.2%	8,145,567	66.9%
Internal Service Funds							
511	Employee Health Insurance Fd	14,106,326	14,109,466	11,828,130	83.8%	8,844,733	62.7%
512	Risk Management Fund	4,683,209	4,706,870	4,157,457	88.3%	2,836,491	60.3%
513	Other Employee Benefits Fd	4,582,696	4,606,643	3,803,052	82.6%	2,659,836	57.7%
521	Fleet Services Fund	4,228,983	7,182,216	4,266,166	59.4%	3,010,253	41.9%



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: 9/2/2021

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), final reading.

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

The City of Palm Bay (Growth Management Department) has submitted 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

Prepared by

Laurence Bradley, AICP, Growth Management Director

CASE NUMBER

T-23-2021

PLANNING & ZONING BOARD HEARING DATE

August 4, 2021

PROPERTY OWNER & APPLICANT

City of Palm Bay, Growth Management
Department

PROPERTY LOCATION/ADDRESS

Not Applicable

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

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@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 2021-52

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: 9/2/2021

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), final reading.

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

The City of Palm Bay (Growth Management Department) has submitted 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

Prepared by

Laurence Bradley, AICP, Growth Management Director

CASE NUMBER

T-28-2021

PLANNING & ZONING BOARD HEARING DATE

July 7, 2021

PROPERTY OWNER & APPLICANT

City of Palm Bay, Growth Management
Department

PROPERTY LOCATION/ADDRESS

Not Applicable

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

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.

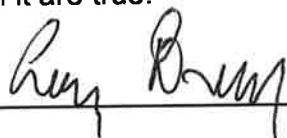
**CITY OF PALM BAY, FLORIDA
CODE TEXTUAL AMENDMENT APPLICATION
PAGE 2 OF 2**

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.<<

* * *”

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

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

SECTION 4. If any portion, clause, phrase, sentence or classification of this ordinance is held or declared to be either unconstitutional, invalid, inapplicable, inoperative or void, then such declaration shall not be construed to affect other portions of the ordinance; it is hereby declared to be the express opinion of the City Council of the City of Palm Bay that any such unconstitutional, invalid, inapplicable, inoperative or void portion or portions of this ordinance did not induce its passage, and that without the inclusion of any such portion or portions of this ordinance, the City Council would have enacted the valid constitutional portions thereof.

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

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

Robert Medina, MAYOR

ATTEST:

Terese M. Jones, CITY CLERK

Reviewed by CAO: _____

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: Joan Junkala-Brown, Acting City Manager

THRU: Patrick J. Murphy, Acting Growth Management Director

DATE: 9/2/2021

RE: Ordinance 2021-45, amending the Code of Ordinances, Chapter 185, Zoning Code, Subchapter 'District Regulations' by modifying provisions of the BMU - Bayfront Mixed Use District (Case T-8-2021, City of Palm Bay), first reading. (CONTINUED FROM RCM 08-05-21)

At the July 1, 2021 Regular Council Meeting, staff brought forth an amendment to the Bayfront Mixed Use (BMU) zoning district regulations. Council voted to table the item to allow staff to revise the text based on the Council discussion. Subsequently, at the Regular Council Meeting held on August 5, 2021, the amendment was further rescheduled for a first hearing.

The City of Palm Bay (Growth Management Department) has submitted modifications to Section 185.058 Bayfront Mixed Use (BMU District); including modifications to (A) Intent, (B) Principal Uses and Structures, (D) Conditional Uses, (E) Prohibited Uses, and (F) Lot and Structure Requirements.

The intent of the proposed amendment is to make commercial development in the BMU district easier to occur and enhance the use and design standards for better projects. The requirement for a maximum of 85-percent residential uses in the district has been replaced with a requirement for a minimum of 20 percent commercial uses. The percentage of mixed uses can now be calculated by either Floor Area Ratio or gross building footprint. Also of note, the BMU district can be applied in the Bayfront Village Area. Brew pubs and/or other drinking establishments are now principal uses, and on-premises alcohol consumption and/or outdoor table service will no longer be required by conditional use. Conditional uses will be required for public and private schools. Warehouses and self-storage facilities will be prohibited from the district. Additional modifications are included in the amendment for BMU lot and structure requirements, most notably is an increase in maximum building height of 15 feet.

On March 31, 2021, the proposal was reviewed and endorsed by the Bayfront Community Redevelopment Agency (BCRA) by a vote of 6 to 1.

REQUESTING DEPARTMENT:
Growth Management

FISCAL IMPACT:

There is no fiscal impact.

RECOMMENDATION:

Motion to approve Case T-8-2021.

Planning and Zoning Board Recommendation:

Unanimous approval of the request as written

ATTACHMENTS:

Description

Case T-8-2021 - Staff Report Revised

Case T-8-2021 - Application

Ordinance 2021-45



REVISED

STAFF REPORT

LAND DEVELOPMENT DIVISION

120 Malabar Road SE • Palm Bay, FL 32907 • Telephone: 321-733-3042

landdevelopmentweb@palmbayflorida.org

Prepared by

Laurence Bradley, AICP, Growth Management Director

CASE NUMBER

T-8-2021

PLANNING & ZONING BOARD HEARING DATE

May 5, 2021

PROPERTY OWNER & APPLICANT

City of Palm Bay, Growth Management
Department

PROPERTY LOCATION/ADDRESS

Not Applicable

SUMMARY OF REQUEST

Modifications to Section 185.058 Bayfront Mixed Use (BMU District); including modifications to (A) Intent, (B) Principal Uses and Structures, (D) Conditional Uses, (E) Prohibited Uses, and (F) Lot and Structure Requirements.

Existing Zoning

Not Applicable

Existing Land Use

Not Applicable

Site Improvements

Not Applicable

Site Acreage

Not Applicable

APPLICABILITY

BMU, Bayfront Mixed Use District

COMPREHENSIVE PLAN

COMPATIBILITY

Not Specifically Addressed

BACKGROUND:

Textual amendments to the Code of Ordinances, Title XVII, Land Development Code, Chapter 185 Zoning Code, Section 185.058 Bayfront Mixed Use (BMU District); including modifications to (A) Intent, (B) Principal Uses and Structures, (D) Conditional Uses, (E) Prohibited Uses, and (F) Lot and Structure Requirements.

The Growth Management Department prepared this text amendment to address issues with the BMU District to make it easier for development to occur within the district. The BMU District, as currently adopted, was approved in 2015 pursuant to Ordinance 2015-55, which was approved by a vote of 4 to 1.

There was only one modification to the BMU provisions since their creation in February 2020, pursuant to Ordinance 2020-12. Ordinance 2020-12 modified the list of Conditional Uses and increased from 3 acres to 10 acres the requirement for a Conditional Use. The amendment also eliminated the minimum living area for multi-family units, and removed one of the shared parking provisions.

On March 31, 2021, the Bayfront Community Redevelopment Agency (BCRA) reviewed the current text amendment, received comments from the public, and endorsed proceeding with the proposed amendment by a vote of 6 to 1.

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

ANALYSIS:

This amendment proposed changes to Section 185.058 Bayfront Mixed Use (BMU) District; including modifications to (A) Intent, (B) Principal Uses and Structures, (D) Conditional Uses, (E) Prohibited Uses, and (F) Lot and Structure Requirements. The following is a summary of the proposed changes:

Section (A) Intent

The changes to the Section on Intent reinforces a maximum of 85% residential uses within the zone, eliminates counting hotel units as residential uses, allows for the percentage of mixed uses to be calculated using either Floor Area Ratio (FAR) or gross footprint and eliminates the restriction of BMU being applied in the Bayfront Village Area.

Section (B) Principal Uses and Structures

The change to Principal Uses Section replaces Shared Stormwater Facilities with Brew Pubs and/or other drinking establishments.

Section (D) Conditional Uses

The requirement for a Conditional Use approval for on-premises alcohol consumption and/or outdoor table service has been eliminated. Public and Private Schools have been added to the list of allowable Conditional Uses.

Section (E) Prohibited Uses

Warehouses and Self-Storage facilities have been added to the list of prohibited uses.

Section (F) Lot and Structure Requirements

In addition to some minor wording changes the following specific requirements have been modified:

- 1) Additional 10 feet of height for cross access for pedestrian/bicycle facilities has been modified to include any public space or amenity which covers a minimum area of 10% of the total site.
- 2) Additional 10 feet of height for shared stormwater or parking must now be recorded in the Brevard County Land Records.
- 3) Buildings over 40 feet in height shall be setback a minimum of ½ of the height on rear and side property lines. Also, buildings taller than 40 feet will be stepped back a minimum of 20 feet when facing single-family residential property.
- 4) Shared Parking and Access Area changes include: a 1-foot increase (4 to 5 feet) for off-street parking setbacks, all on-street parking facing all sides can be counted toward required parking, and shared parking easements must be recorded with the County Clerk of Courts.
- 5) Design Requirements now include that parking structures must be screen by either active uses or landscaping.
- 6) Landscaping Changes now include Pedestrian Zone Landscaping and a 5-foot instead of 4-foot landscape buffer.
- 7) Sidewalks must now be a minimum of 5 feet in width, which is a standard width throughout Palm Bay.
- 8) Use of barbed wire fences is now entirely prohibited.

All of the proposed changes are being made to enhance the uses and design standards of the district. This will allow for even better projects within the BMU and allow for more efficient design criteria.

STAFF RECOMMENDATION:

Staff recommends approval of the proposed changes as written to enhance development within the BMU District.

TITLE XVII: LAND DEVELOPMENT CODE

CHAPTER 185: ZONING CODE

§ 185.058 BMU—BAYFRONT MIXED USE DISTRICT.

(A) *Intent.* The purpose of the Bayfront Mixed Use (BMU) district is to provide areas within the Bayfront Redevelopment District for an attractive and functional mix of high density residential with a low intensity of commercial land uses that are linked by a network of walkways. The ratio of residential to ~~non-residential~~ **>>commercial<<** shall have a ~~minimum~~ **>>maximum<<** ~~>>minimum<<~~ of ~~85~~ **>>20<<**% ~~residential~~ **>>commercial<<** uses, including ~~hotel-related residential uses~~, based upon Floor Area Ratio (FAR) ~~>>or the gross floor area of the first floor (footprint) of all principal use buildings<<~~. ~~The BMU Zoning District may not be applied within the Bayfront Village Area limits as defined by the City of Palm Bay Community Redevelopment Plan 2024, Creating a Bayfront Village on the Indian River Lagoon adopted February 2010.~~

(B) *Principal uses and structures.*

(1) *Multiple family dwellings provided that in no case shall there be more than forty (40) dwelling units per gross residential acre.*

(2) *Professional offices such as accounting, architecture, engineering, dentistry, medical, insurance, real estate, financial services, title companies and similar uses.*

(3) *General offices such as administrative, corporate, business, and similar uses.*

(4) *Personal service such as beauty, barbers, dry cleaning pick-up, tailoring and similar uses.*

(5) *Business service such as graphic design, interior design, advertising, photography, printing, employment services, telemarketing, business schools, and similar uses.*

(6) *Financial institutions (banks, credit unions, and savings and loan).*

(7) *Retail sales and service (clothing, jewelry, luggage, shoes, electronics, sporting goods, gift shops, florists, photographic supplies, art dealers, antique shops/dealers, tobacco products, grocery stores, convenience stores, drug stores, cosmetic and beauty supply optical specialty food, and similar uses).*

(8) *Public uses (any federal, state, county, municipal, special district, or similar use).*

(9) *Eating establishments, including dancing in eating establishments. (restaurants, coffee shops, pastry shops, ice cream parlors, cafeterias, snack shops, and similar uses).*

(10) *Retail bakeries.*

(11) *Clubs, lodges, and fraternal organizations.*

(12) *Nursing homes and adult congregate living facilities.*

(13) *Hotel, motel, and bed and breakfast inns.*

(14) *Public and private parking lots.*

(15) ~~Shared Storm Water Facilities~~ >>Brew Pubs and/or other drinking establishments<<.

(C) *Accessory uses and structures.* Customary accessory uses of one or more of the principal uses, clearly incidental and subordinate to the principal use, in keeping with the objectives of a mixed-use environment. All storage shall be in an enclosed structure unless clearly provided for herein.

(D) Conditional uses.

(1) Public utility facilities.

~~(2) On-premise alcohol consumption accessory to an eating establishment.~~

~~(3) Eating establishment with sidewalk/ outdoor table service.~~

~~(4)~~>>(2)<< Marinas with boat sales and rentals.

>>(3) Public and Private Schools<<

~~(5)~~>>(4)<< Permitted uses located on a parcel of ten (10) or more acres of area.

(E) Prohibited uses and structures.

(1) All uses not specifically permitted herein.

(2) Retail automotive fuel sales.

(3) Pawn shops.

(4) Tattoo parlors and body piercing establishments.

(5) Contractors' offices with outside storage (plumbers, electricians, carpenters, masons, roofers, builders, cabinet makers, fence installers, gutter and siding installers, flooring and tile installers, drywall installers, painters, heating and air conditioning installers, glass repair and replacement, and similar uses).

(6) Adult entertainment.

- (7) Fireworks sales.
- (8) Commercial towers.
- (9) Automotive/vehicle repair and auto body repair, painting, and storage of junk vehicles.
- (10) Vehicle/automotive sales/lease.
- (11) Palm readers/fortunetellers and similar uses.
- (12) Flea markets and auction houses and similar uses.
- (13) Soup kitchens/homeless shelters.
- (14) Pain-management clinic.
- (15) Secondhand Dealer.
- >>(16) Warehousing and/or self-storage facilities.<<

(F) *Lot and structure requirements.*

- (1) Minimum lot area - 1 acre.
- (2) Minimum lot width - forty (40) feet.
- (3) Minimum lot depth - one hundred twenty (120) feet.
- (4) Maximum building coverage - sixty percent (60%).
- (5) Maximum height - ~~forty five (45)~~ >>sixty (60)<< feet>>. Additional building height may be permitted<<, subject to the following provisions:
 - (a) Providing public >>a space or public amenity totaling 10% of the site<< ~~cross access for pedestrian/bicycle~~, entitles an additional 10 feet in height.
 - (b) Providing understory parking to reduce required surface parking, entitles an additional 10 feet in height.
 - (c) Providing public access to the waterway through public boat slips, or public boat launch, or public transitional slips, entitles an additional 10 feet in height.
 - (d) Provide a mixture of uses, such as restaurant with residential uses above, entitles an additional 10 feet in height.
 - (e) Providing shared storm water or shared parking with neighboring properties, entitles an additional 10 feet in height. >>Upon approval by the City, the shared

amenity shall be recorded as an easement or agreement, in the Public Records of Brevard County.<<

(6) Minimum floor area (~~nonresidential~~ >>commercial<<) - three hundred (300) square feet.

(7) Minimum living area for multifamily units: None.

(8) Yard requirements:

(a) Front: zero (0) foot minimum.

(b) Side interior: five (5) feet minimum >>, 25' minimum when the property is adjacent to single-family development not separated by waterway, railroad, or street<<.

(c) Side corner: zero (0) foot minimum.

(d) Rear: twenty (20) feet minimum; ten (10) minimum feet when abutting a right-of-way or alley.

(e) Accessory structures: minimum twenty (20) foot front and side corner, same side and rear as listed in divisions (b) and (d) above.

>>(f) For buildings 40' >>60'<< in height, or greater, the building(s) shall be setback a minimum of 1/2 the height of the building from the rear and side interior property lines >>when the property is adjacent to single-family development not separated by waterway, railroad, or street<<.

(g) For buildings taller than 40' >>60'<<; the building shall be stepped-back a minimum of 20' beyond the 40' height measurement when the property is adjacent to single-family development not separated by waterway>>, railroad,<< or street. This is intended to create a terrace effect that helps provide light and air for the adjacent single-family dwellings. The stepped back portion can be used for recreational purposes such as gardening or outdoor dining.<<

(9) Shared access and parking areas:

(a) Off-street parking for non-residential uses shall be behind or to the side of the nonresidential building with a minimum of ~~four (4)~~ >>five (5)<< foot set back from a right-of-way line.

(b) On-street parking spaces along ~~the front~~ >>any<< property line shall be counted toward the minimum number of parking spaces required for that use on that lot, except where there are driveway curb cuts.

(c) No side interior building and parking area setbacks are required for nonresidential buildings provided all of the following are met:

1. Buildings on adjacent parcels, under separate ownership, are joined by a common wall.

2. Parking areas and aisles are joined and shared in common with adjacent parcel(s) under separate ownership.

3. Curb cuts and driveways on principal roadways (collector and arterial streets) are shared in common for the parcels involved and a minimum spacing of one hundred fifty (150) feet is maintained, or access is provided by an approved frontage road.

4. Easements and/or written assurances of shared and common facilities from all property owners involved must be approved >>by the City and recorded in the Public Records of Brevard County<< prior to the issuance of a building permit.

(d) For adjacent developments meeting the requirements of divisions 2 through 4 above, the total number of off-street parking spaces required for uses on all parcels involved may be reduced by ten percent (10%) where the location of shared parking areas provides ~~convenience~~ >>convenient<< access to all principal buildings.

(e) For developments adjacent to public parking the total number of off-street parking spaces required for uses on the parcel involved may be reduced by ten percent (10%) where the location of public parking areas provides ~~convenience~~ >>convenient<< access to the principal buildings. On street public parking may not be considered for reduction eligibility.

(10) Design requirements:

(a) The Architectural Style for each structure shall adhere to § 185.134 ARCHITECTURAL STYLE REQUIREMENTS (B)(1), (2), (3), (4), or (5).

(b) Structures in the following use category are exempt from the design review requirements of this subsection: public utility equipment and churches.

(c) The city sign code >>(Section 178)<< shall be adhered to with the following additional requirements:

1. Materials: The color, construction, and material of each sign shall be compatible and complementary with the architecture on the site.

2. Design: Every sign frame or support shall be designed as a sympathetic architectural element of the building(s) to which it is principally related.

3. Free standing signs shall have landscaping at the base.

(d) Structures having a federal or state historic site status shall be exempt from this subsection.

(e) Garages for >>single-, or two-family<< residential structures and uses shall not be located closer to the front or side corner lot line than the foremost facade of the principal building, i.e., "snout houses" are not permitted.

(f) >>Other than for entrances and exits, parking structures shall be screened from view on ground level by landscaping or active commercial or residential uses, to the greatest extent possible, on any side that faces a public street or right-of-way.<<

>>(g)<< The City Council may, by resolution, adopt such administrative policies, manuals and/or fees as necessary to implement the design requirements identified above.

(11) Signs. Maximum height for any detached sign shall be ten (10) feet. All other criteria of the Sign Code shall be met.

(12) Landscaping. Properties within the Bayfront Mixed Use district are exempt from the development standards of § 185.142(B)(1)>>, << ~~and (2)~~ >>and (4)<<, Off-Street Parking Area Landscape Requirements, however properties within the district shall meet all the other requirements of § 185.142 in addition to the following landscape development standards:

(a) One (1) tree per every forty (40) feet of the property frontage shall be planted between the right-of-way line and the front or side corner building line for all properties.

(b) Any off-street parking space or parking lot in the Bayfront Mixed Use District that abuts a street right-of-way shall be buffered from the right-of-way by a landscape area of no less than ~~four (4)~~ >>five (5)<< feet of width in which is located a continuous row of shrubs no less than two (2) feet in height.

(c) In addition, where off-street parking is required for multiple family residential and nonresidential uses, such parking shall meet the interior parking area landscape requirements of § 185.142(3) of the code.

(13) Sidewalks. Sidewalks shall be provided to create a pedestrian access to the proposed project and to adjacent properties. All sidewalks shall:

(a) Be constructed of concrete with a raised curb separating the sidewalk from on-street parking.

(b) Be a minimum of ~~four (4)~~ >>five (5)<< feet in width.

(c) Comply with city engineering design standards.

(14) Fence/walls. The construction, erection, and maintenance of walls and fences shall be permitted per the city's fence code (§§ 170.110 through 170.122) with the following exceptions and additions:

(a) Chain link fence cannot be placed within twenty (20) feet of the front or side corner property lines.

(b) Fence and wall height shall be limited to four (4) feet within twenty (20) feet of the front and side corner property lines and limited to six (6) feet in height at all other areas of the property.

(c) The use of barbed wire is prohibited ~~within twenty (20) feet of the front and side corner property lines.~~

(15) Lighting. Buildings shall have no neon on their exterior; however, neon signs may be displayed inside windows provided they occupy no more than fifteen percent (15%) of the window where they are displayed.



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:

185.058(A) and (B)
185.058(D) through (F)

PROPOSED LANGUAGE (attach addendum if necessary):

See attached

JUSTIFICATION FOR PROPOSED CHANGE (attach other documents if necessary)

Changes are needed to the BMU District to increase its flexibility, to help encourage more mixed uses and to enhance building design.

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

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

☐

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

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

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

Signature of Applicant Laurence Bradley Digitally signed by Laurence Bradley
Date: 2021.03.12 14:42:07 -05'00' **Date** March 11, 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 2021-45

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 MODIFYING PROVISIONS OF THE BMU – BAYFRONT MIXED USE DISTRICT; 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 185.058, BMU – Bayfront Mixed Use District, is hereby amended and shall henceforth read as follows:

“Section 185.058 BMU – BAYFRONT MIXED USE DISTRICT.

(A) *Intent.* The purpose of the Bayfront Mixed Use (BMU) district is to provide areas within the Bayfront Redevelopment District for an attractive and functional mix of high density residential with a low intensity of commercial land uses that are linked by a network of walkways. The ratio of residential to ~~non-residential~~>>commercial<< shall have a minimum of ~~85~~>>twenty percent (20)<<% ~~residential~~>>commercial<< uses, including hotel related residential uses, based upon Floor Area Ratio (FAR)>> or the gross floor area of the first floor (footprint) of all principal use buildings<<. The BMU Zoning District may not be applied within the Bayfront Village Area limits as defined by the City of Palm Bay Community Redevelopment Plan 2024, Creating a Bayfront Village on the Indian River Lagoon adopted February 2010.

(B) *Principal uses and structures.*

* * *

(15) Shared Storm Water Facilities>>Brew Pubs and/or other drinking establishments<<.

* * *

(D) *Conditional uses.*

* * *

(2) ~~On-premise alcohol consumption accessory to an eating establishment.~~

(3) ~~Eating establishment with sidewalk/ outdoor table service.~~

(4) >>(2)<< Marinas with boat sales and rentals.

>>(3) Public and Private Schools.<<

(5) >>(4)<< Permitted uses located on a parcel of ten (10) or more acres of area.

(E) ~~Prohibited uses and structures~~ >>Prohibited uses and structures<<.

* * *

>>(16)Warehousing and/or self-storage facilities.<<

(F) *Lot and structure requirements.*

* * *

(5) Maximum height - ~~forty five (45)~~ >>sixty (60)<< feet>>. Additional building height may be permitted<<, subject to the following provisions:

(a) Providing public ~~cross~~ ~~access~~ ~~for pedestrian/bicycle~~ >>a space or public amenity totaling ten percent (10%) of the site<<, entitles an additional 10 feet in height.

* * *

(e) Providing shared storm water or shared parking with neighboring properties, entitles an additional 10 feet in height. >> Upon approval by the City, the shared amenity shall be recorded as an easement or agreement, in the Public Records of Brevard County.<<

(6) Minimum floor area (~~nonresidential~~ >>commercial<<) - three hundred (300) square feet.

* * *

(8) Yard requirements:

* * *

(b) Side interior: five (5) feet minimum >>, twenty-five foot (25') minimum when the property is adjacent to single-family development not separated by waterway, railroad, or street<<.

* * *

>>(f) For buildings ~~forty feet (40')~~>>sixty feet (60')<< in height, or greater, the building(s) shall be setback a minimum of half (1/2) the height of the building from the rear and side interior property lines>> when the property is adjacent to single-family development not separated by waterway, railroad, or street<<.

(g) For buildings taller than ~~forty feet (40')~~>>sixty feet (60')<<; the building shall be stepped-back a minimum of twenty feet (20') beyond the forty-foot (40') height measurement when the property is adjacent to single-family development not separated by waterway>>, railroad,<< or street. This is intended to create a terrace effect that helps provide light and air for the adjacent single-family dwellings. The stepped back portion can be used for recreational purposes such as gardening or outdoor dining.<<

(9) Shared access and parking areas:

(a) Off-street parking for non-residential uses shall be behind or to the side of the nonresidential building with a minimum of ~~four (4)~~>>five (5)<< foot setback from a right-of-way line.

(b) On-street parking spaces along the ~~front~~>>any<< property line shall be counted toward the minimum number of parking spaces required for that use on that lot, except where there are driveway curb cuts.

(c) No side interior building and parking area setbacks are required for nonresidential buildings provided all of the following are met:

* * *

4. Easements and/or written assurances of shared and common facilities from all property owners involved must be approved >>by the City and recorded in the Public Records of Brevard County <<prior to the issuance of a building permit.

(d) For adjacent developments meeting the requirements of divisions 2 through 4 above, the total number of off-street parking spaces required for uses on all parcels involved may be reduced by ten percent (10%) where the location of shared parking areas provides ~~convenience~~>> convenient<< access to all principal buildings.

(e) For developments adjacent to public parking the total number of off-street parking spaces required for uses on the parcel involved may be reduced by ten percent (10%) where the location of public parking areas provides ~~convenience~~>> convenient<< access to the principal buildings. On street public parking may not be considered for reduction eligibility.

(10) Design requirements:

* * *

(c) The city sign code >>(Section 178)<< shall be adhered to with the following additional requirements:

* * *

(e) Garages for >>single-, or two-family<< residential structures and uses shall not be located closer to the front or side corner lot line than the foremost facade of the principal building, i.e., "snout houses" are not permitted.

(f) >>Other than for entrances and exits, parking structures shall be screened from view on ground level by landscaping or active commercial or residential uses, to the greatest extent possible, on any side that faces a public street or right-of-way.<<

>>(g)<< The City Council may, by resolution, adopt such administrative policies, manuals and/or fees as necessary to implement the design requirements identified above.

* * *

(12) Landscaping. Properties within the Bayfront Mixed Use district are exempt from the development standards of § 185.142(B)(1)>>, << and (2)>> and (4)<<, Off-Street Parking Area Landscape Requirements, however properties within the district shall meet all the other requirements of § 185.142 in addition to the following landscape development standards:

* * *

(b) Any off-street parking space or parking lot in the Bayfront Mixed Use District that abuts a street right-of-way shall be buffered from the right-of-way by a landscape area of no less than four (4)>>five (5)<< feet of width in which is located a continuous row of shrubs no less than two (2) feet in height.

* * *

(13) Sidewalks. Sidewalks shall be provided to create a pedestrian access to the proposed project and to adjacent properties. All sidewalks shall:

* * *

(b) Be a minimum of four (4)>>five (5)<< feet in width.

* * *

(14) Fence/walls. The construction, erection, and maintenance of walls and fences shall be permitted per the city's fence code (§§ 170.110 through 170.122) with the following exceptions and additions:

* * *

(c) The use of barbed wire is prohibited ~~within twenty (20) feet of the front and side corner property lines.~~

* * *"

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

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

SECTION 4. If any portion, clause, phrase, sentence or classification of this ordinance is held or declared to be either unconstitutional, invalid, inapplicable, inoperative or void, then such declaration shall not be construed to affect other portions of the ordinance; it is hereby declared to be the express opinion of the City Council of the City of Palm Bay that any such unconstitutional, invalid, inapplicable, inoperative or void portion or portions of this ordinance did not induce its passage, and that without the inclusion of any such portion or portions of this ordinance, the City Council would have enacted the valid constitutional portions thereof.

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

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

Rob Medina, MAYOR

ATTEST:

Terese M. Jones, CITY CLERK

Reviewed by CAO: _____

cc: ALP

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



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joan Junkala-Brown, Acting City Manager

THRU: Patrick J. Murphy, Acting Growth Management Director

DATE: 9/2/2021

RE: Ordinance 2021-51, amending Ordinance 2020-17, which established the Everlands Community Development District (CDD), by expanding the designated land area for which the CDD would exercise special powers related thereto, first reading.

Mr. Gregory Jason Pettibon and Mr. Michael Meyers, Chairman and Vice President of Everlands Community Development District (CDD), respectively, are petitioning the City Council to adopt an ordinance to amend the Everlands CDD (Ordinance 2020-17) by expanding the designated land area for which the CDD would exercise special powers relating to, among other things, a water management system, sewer system, surface water management system, and roadway improvements. Enactment of the Ordinance would grant the petition, expand the district, and consent to the exercise of the additional special powers by the district board of supervisors pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes.

A CDD, as defined by Chapter 190, F.S.

Means a local unit of special-purpose government which is created pursuant to this act and limited to the performance of those specialized functions authorized by this act; the governing head of which is a body created, organized, and constituted and authorized to function specifically as prescribed in this act for the purpose of the delivery of urban community development services; and the formation, powers, governing body, operation, duration, accountability, requirements for disclosure, and termination of which are as required by general law.

The current Everlands CDD includes all of Tax Parcel 503, Section 28, Township 28, Range 36. The proposed CDD expansion of 291.11 acres (Tax Parcel 3, Section 28, Township 28, Range 36 and Part of Tax Parcel 1, Section 21, Township 28, Range 36) will increase the existing CDD from 50.4 acres to 341.51 acres. The PUD is generally located east of St. Johns Heritage Parkway, north of Malabar Road, south of Emerson Drive NW, and west of Alpine Avenue NW, entirely within the City of Palm Bay. The site is currently unimproved and is planned for residential development.

The petition was reviewed by the City Attorney's Office.

REQUESTING DEPARTMENT:

Growth Management

FISCAL IMPACT:

There is no fiscal impact to the City.

RECOMMENDATION:

Motion to adopt Ordinance 2021-51 to amend the Everlands Community Development District.

ATTACHMENTS:

Description

Everlands CDD Amendment – Application and Vicinity Map

Everlands CDD Amendment – Petition with Exhibits

Ordinance 2021-51

Ordinance 2021-51 - REVISED



LAND DEVELOPMENT DIVISION

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

COMMUNITY DEVELOPMENT DISTRICT (CDD) APPLICATION

This application must be completed, legible, and returned, with all enclosures referred to herein, to the Land Development Division, Palm Bay, Florida, to be reviewed and processed for consideration by 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). As the petitioner, you or your representative are then required to advertise the assigned hearing dates at least once a week for six successive weeks prior to the last hearing date. The City Council holds their regular meetings the first and third Thursday 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 CDD TYPE:

☐ New CDD Petition ☒ Amendment to Existing CDD ☐ Dissolution to Existing CDD

NAME OF CDD EVERLANDS COMMUNITY DEVELOPMENT DISTRICT

PARCEL ID 28-36-28-00-3

TAX ACCOUNT NUMBER 2803857

LEGAL DESCRIPTION OF THE PROPERTY COVERED BY THIS APPLICATION:

SEE ATTACHED

SIZE OF AREA COVERED BY THIS APPLICATION (calculate acreage): 291.11 +/- ACRES

PRESENT USE OF PROPERTY VACANT LAND

ZONE CLASSIFICATION AT PRESENT (ex.: LI, CC, etc.) PUD

LAND USE CLASSIFICATION AT PRESENT (ex.: Commercial, Single Family, etc.):

SINGLE-FAMILY

THE NUMBER AND TYPES OF UNITS TO BE ASSESSED BY THIS CDD

516 SINGLE-FAMILY HOMES; 234 TOWNHOMES; 150 VILLAS

**CITY OF PALM BAY, FLORIDA
COMMUNITY DEVELOPMENT DISTRICT (CDD) APPLICATION
PAGE 3 OF 3**

NAME OF APPLICANT, PETITIONER, OR CDD DEVELOPMENT GROUP:

EVERLANDS COMMUNITY DEVELOPMENT DISTRICT

Full Address C/o SDS, INC., 2501 BURNS ROAD, SUITE A, PALM BEACH GARDENS, FL 33410

Telephone 877-737-4922 **Email** BSAKUMA@SDSINC.ORG

PERSON(S) TO BE NOTIFIED (if different from above):

DENNIS LYLES

Full Address 515 EAST LAS OLAS BLVD, 6TH FLOOR, FORT LAUDERDALE, FL 33301

Telephone 954-764-7150 **Email** DLYLES@BCLMR.COM

THE FOLLOWING PROCEDURES AND ENCLOSURES ARE REQUIRED TO COMPLETE THIS APPLICATION (See the attached instruction sheet for details):

- ☐ *Application Fee. Make Check payable to "City of Palm Bay."
- ☐ **New CDD** \$7,500.00 ☒ **Amendment to CDD** \$3,750.00
- ☐ **Dissolution of CDD** \$1,500.00
- ☒ Owner Notarized Consent
- ☒ Petition to Establish/Amend/Dissolve CDD
- ☒ Metes and Bounds Description
- ☒ Map of CDD Water and Sewer Mains for new or amendment request
- ☒ Deeds
- ☒ Written Consent by all Landowners to Establishment/Amendment/Dissolution of the District
- ☐ Five Member CDD Board of Supervisor's List for new CDD N/A
- ☒ Proposed Name of CDD, or Existing Name to amend or dissolve CDD
- ☒ Proposed Timetable for Construction and Estimated Costs for new or amendment request
- ☒ Map Showing the Future Land Use Classification for CDD for new or amendment request
- ☒ Statement of Estimated Regulatory Costs for new or amendment request


CITY OF PALM BAY, FLORIDA
COMMUNITY DEVELOPMENT DISTRICT (CDD) APPLICATION
PAGE 3 OF 3

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

Under penalties of perjury, I declare that I have read the foregoing Community Development District application and Instruction Sheet, and that the facts stated within are true.

Applicant Signature  Date 3 - 10 - 2021

Printed Name Gregory Jason Pettibon - CDD Chairman

Applicant Signature  Date 6-25-2021

Printed Name Michael Meyers - Vice President

Applicant Signature _____ Date _____

Printed Name _____

Applicant Signature _____ Date _____

Printed Name _____

Applicant Signature _____ Date _____

Printed Name _____

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

PALM VISTA EAST EXPANSION AREA

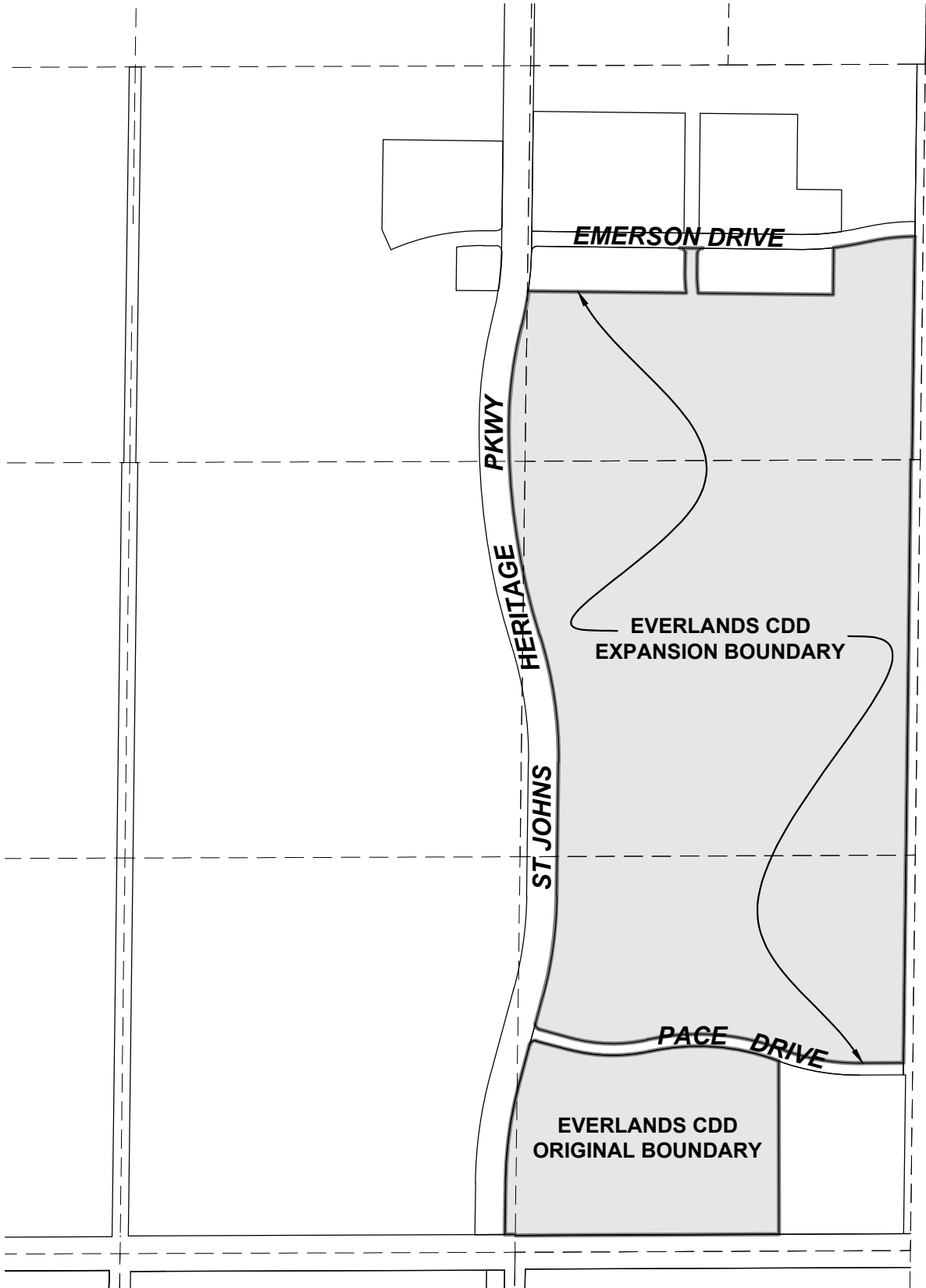
PART OF THOSE LANDS LYING NORTH OF PACE DRIVE, EAST OF ST. JOHNS HERITAGE PARKWAY, SOUTH OF EMERSON DRIVE AND WEST OF MELBOURNE-TILLMAN WATER CONTROL DISTRICT CANAL C-59, LYING AND BEING IN SECTIONS 20, 21, 28, AND 29, TOWNSHIP 28 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID PACE DRIVE, (AN 80.00 FOOT WIDE PUBLIC RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORDS BOOK 6149, PAGE 2602, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA), AND RUN N00°42'46"E, ALONG THE WEST RIGHT-OF-WAY LINE OF SAID MELBOURNE-TILLMAN WATER CONTROL DISTRICT CANAL C-59, A DISTANCE OF 4024.65 FEET TO THE NORTH LINE OF SAID SECTION 28; THENCE N89°45'59"E, ALONG SAID NORTH LINE AND CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 7.00 FEET; THENCE N00°44'56"E, CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 1489.36 FEET TO THE SOUTHEAST CORNER OF SAID EMERSON DRIVE, (A 100.00 FOOT WIDE PUBLIC RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORDS BOOK 6149, PAGE 2602, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA); THENCE WESTERLY ALONG THE ARC OF THE CURVED SOUTH RIGHT-OF-WAY LINE OF SAID EMERSON DRIVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 1390.00 FEET, A CENTRAL ANGLE OF 11°58'18", A CHORD LENGTH OF 289.91 FEET AND A CHORD BEARING OF S84°04'50"W), A DISTANCE OF 290.44 FEET TO THE END OF SAID CURVE; THENCE S78°05'41"W, CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 102.96 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 1650.00 FEET, A CENTRAL ANGLE OF 05°23'59", A CHORD LENGTH OF 155.45 FEET AND A CHORD BEARING OF S80°47'41"W), A DISTANCE OF 155.50 FEET TO THE NORTHEAST CORNER OF COMMERCIAL PARCELS C-10 THROUGH C-12, AS DESCRIBED IN OFFICIAL RECORDS BOOK 5750, PAGE 7950, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE S00°40'06"W, ALONG THE EAST LINE OF SAID COMMERCIAL PARCELS C-10 THROUGH C-12, A DISTANCE OF 312.92 FEET TO THE SOUTHEAST CORNER OF SAID COMMERCIAL PARCELS C-10 THROUGH C-12; THENCE N89°19'54"W, ALONG THE SOUTH LINE OF SAID COMMERCIAL PARCELS C-10 THROUGH C-12, A DISTANCE OF 899.66 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE TO THE RIGHT AND THE SOUTHWEST CORNER OF SAID COMMERCIAL PARCELS C-10 THROUGH C-12; THENCE ALONG THE WEST LINE OF SAID COMMERCIAL PARCELS C-10 THROUGH C-12, THE FOLLOWING 3 (THREE) COURSES AND DISTANCES; 1) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE EAST AND HAVING A RADIUS OF 910.00 FEET, A CENTRAL ANGLE OF 08°38'41", A CHORD LENGTH OF 137.17 FEET AND A CHORD BEARING OF N03°39'15"W), A DISTANCE OF 137.30 FEET TO THE END OF SAID CURVE; 2) THENCE N00°40'06"E A DISTANCE OF 128.22 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; 3) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD LENGTH OF 49.50 FEET AND A CHORD BEARING OF N45°40'06"E), A DISTANCE OF 54.98 FEET TO A CUSP OF CURVE AND A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID EMERSON DRIVE; THENCE N89°19'54"W, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 150.00 FEET TO A CUSP OF CURVE AND A POINT ON THE BOUNDARY OF COMMERCIAL PARCELS C-13 THROUGH C-16, AS DESCRIBED IN OFFICIAL RECORDS BOOK 5750, PAGE 7950, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY OF SAID COMMERCIAL PARCELS C-13 THROUGH C-16, THE FOLLOWING 4 (FOUR) COURSES AND DISTANCES; 1) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD LENGTH OF 49.50 FEET AND A CHORD BEARING OF S44°19'54"E) A DISTANCE OF 54.98 FEET TO THE END OF SAID CURVE; 2) THENCE S00°40'06"W A DISTANCE OF 128.22 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; 3) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE EAST AND HAVING A RADIUS OF 990.00 FEET, A CENTRAL ANGLE OF

07°56'29", A CHORD LENGTH OF 137.11 FEET AND A CHORD BEARING OF S03°18'09"E), A DISTANCE OF 137.22 FEET TO THE SOUTHEAST CORNER OF SAID COMMERCIAL PARCELS C-13 THROUGH C-16; 4) THENCE N89°19'54"W A DISTANCE OF 1052.38 FEET TO THE SOUTHWEST CORNER OF SAID COMMERCIAL PARCELS C-13 THROUGH C-16 AND A NON-TANGENT INTERSECTION WITH THE CURVED EAST RIGHT-OF-WAY LINE OF SAID ST. JOHNS HERITAGE PARKWAY, (A 200.00 FOOT WIDE PUBLIC RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORDS BOOK 7491, PAGE 1713, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA); THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING 8 (EIGHT) COURSES AND DISTANCES; 1) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 2200.00 FEET, A CENTRAL ANGLE OF 06°09'07", A CHORD LENGTH OF 236.11 FEET AND A CHORD BEARING OF S11°13'05"W), A DISTANCE OF 236.22 FEET TO THE A POINT OF REVERSE CURVATURE; 2) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 2700.00 FEET, A CENTRAL ANGLE OF 14°17'39", A CHORD LENGTH OF 671.85 FEET AND A CHORD BEARING OF S07°08'50"W), A DISTANCE OF 673.60 FEET TO THE END OF SAID CURVE; 3) THENCE S00°00'00"E A DISTANCE OF 58.06 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; 4) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 4500.00 FEET, A CENTRAL ANGLE OF 17°24'15", A CHORD LENGTH OF 1361.68 FEET AND A CHORD BEARING OF S08°42'08"E), A DISTANCE OF 1366.93 FEET TO A POINT OF REVERSE CURVATURE; 5) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 2700.00 FEET, A CENTRAL ANGLE OF 18°06'58", A CHORD LENGTH OF 850.15 FEET AND A CHORD BEARING OF S08°20'46"E), A DISTANCE OF 853.70 FEET TO THE END OF SAID CURVE; 6) THENCE S00°42'43"W A DISTANCE OF 893.10 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; 7) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 2697.00 FEET, A CENTRAL ANGLE OF 14°26'59", A CHORD LENGTH OF 678.37 FEET AND A CHORD BEARING OF S07°56'12"W), A DISTANCE OF 680.17 FEET TO THE END OF SAID CURVE; 8) THENCE S15°09'41"W A DISTANCE OF 180.00 FEET TO THE NORTHWEST CORNER OF SAID PACE DRIVE AND THE BEGINNING OF A CURVE TO THE LEFT; THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID PACE DRIVE, THE FOLLOWING 6 (SIX) COURSES AND DISTANCES; 1) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 90°02'36" A CHORD LENGTH OF 49.52 FEET AND A CHORD BEARING OF S29°51'36"E), A DISTANCE OF 55.00 FEET TO THE END OF SAID CURVE; 2) THENCE S74°52'54"E A DISTANCE OF 221.98 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; 3) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTH AND HAVING A RADIUS OF 1060.00 FEET, A CENTRAL ANGLE OF 27°34'32", A CHORD LENGTH OF 505.25 FEET AND A CHORD BEARING OF S88°40'09"E), A DISTANCE OF 510.16 FEET TO A POINT OF REVERSE CURVATURE; 4) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 1580.00 FEET, A CENTRAL ANGLE OF 32°56'36", A CHORD LENGTH OF 895.99 FEET AND A CHORD BEARING OF S85°59'07"E), A DISTANCE OF 908.45 FEET TO A POINT OF REVERSE CURVATURE; 5) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTH AND HAVING A RADIUS OF 1462.49 FEET, A CENTRAL ANGLE OF 20°44'51", A CHORD LENGTH OF 526.69 FEET AND A CHORD BEARING OF S79°53'15"E), A DISTANCE OF 529.58 FEET TO THE END OF SAID CURVE; 6) THENCE N89°44'20"E A DISTANCE OF 298.01 FEET TO THE POINT OF BEGINNING. CONTAINING 291.11 ACRES, MORE OR LESS.



0 1000
(IN FEET)



B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901
PHONE: (321) 725-3674 FAX: (321) 723-1159
CERTIFICATE OF BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

DATE: 07/26/2021
DESIGN/DRAWN: KL/DRB
DRAWING# 10860300_201_029
PROJECT# 10860.300
SHEET 1 OF 1

BEFORE THE CITY COUNCIL OF THE CITY OF PALM BAY, FLORIDA

**IN RE: A PETITION TO EXPAND THE BOUNDARIES OF EVERLANDS
COMMUNITY DEVELOPMENT DISTRICT PURUSANT TO SECTION
190.046(1), FLORIDA STATUTES**

PETITION

The Board of Supervisors (the “Board”) of the Everlands Community Development District, an independent special district established pursuant to Chapter 190, Florida Statutes (the “District”), by Ordinance 2020-17 of the City of Palm Bay, Florida (the “City”), adopted on March 5, 2020 (the “Ordinance”), hereby submits this petition (the “Petition”) to the City Council of the City of Palm Bay, Florida (the “Council”) in accordance with Section 190.046(1) of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes (the “Act”), to expand the boundaries of the District and in support thereof, hereby states as follows:

1. That approximately 50.4 +/- acres are currently within the external boundaries of the District.
2. That the Board desires to expand the boundaries of the District by adding approximately 291.11 +/- acres of real property as legally described in **Exhibit 1** attached hereto. Following expansion of the District’s boundaries, all lands in the District will continue to be located wholly within the jurisdictional boundaries of the City.
3. That the acreage of the real property to be annexed into the District exceeds 50% of the acres initially located within the original boundaries of the District and all petitions of the District including this Petition, submitted to the Council subsequent to the initial petition seeking establishment of the District does not encompass more than a total of 2,500 acres.

4. That attached hereto as **Exhibit 2** is a description of the external boundaries of the District following the proposed expansion of such boundaries. No real property within the external boundaries of the District as proposed is to be excluded therefrom.

5. That attached hereto as **Composite Exhibit 3** is the evidence of the written consent to the annexation of the subject property into the District by the owner of 100% of the real property (the Landowner”) and the Special Warranty Deed showing ownership of the real property.

6. That attached hereto as **Exhibit 4** is a designation of the future general distribution, location, and extent of public and private uses of land proposed for the area to be annexed into the District. These proposed land uses are consistent with the State of Florida Comprehensive Plan and the City of Palm Bay, Florida Comprehensive Plan.

7. There are no existing major trunk water mains and sewer interceptors and outfalls serving the lands to be annexed into the District. There are plans for water and sewer improvements as shown on **Exhibit 5** attached hereto.

8. The Petitioner presently intends for the lands to be annexed into the District to participate in the funding and construction of water management system, sewer system, roadways and surface water management system (“Improvements”). The good faith estimated costs of constructing the Improvements are approximately \$41.3 million dollars. The proposed timetable for construction of the Improvements is to start on or about November, 2021 and completion October, 2022. These are good faith estimates but are subject to change. Actual construction timetables and expenditures will likely vary, due in part to the effects of future changes in economic conditions upon costs such as labor, services, materials, interest rates and market conditions.

9. The Statement of Estimated Regulatory Costs prepared in accordance with the requirements of Section 120.541, Florida Statutes, is attached hereto as **Exhibit 6**.

10. That attached hereto as **Exhibit 7** is a copy of the Resolution of the Board authorizing the filing of this Petition.

11. That following the proposed expansion of the District's boundaries:

a. the property within the District will not be inconsistent with any applicable element or portion of the state comprehensive plan or the effective local government comprehensive plan;

b. the property comprising the District will be of sufficient size, sufficiently compactness and contiguity to be developable as one functional and interrelated community;

c. the District will continue to present the best alternative available for delivering community development services and facilities to the property that will be served by the District in conjunction with a comprehensively planned community, allows for a more efficient use of resources;

d. the community development services and facilities of the District will be compatible with the capacity and uses of existing local and regional community development services and facilities; and

e. the property comprising the District will be amenable to separate special-district government.

WHEREFORE, Petitioner, the Board of Supervisors of the Everlands Community Development District, hereby respectfully requests the Council to:


a. Direct its staff to notice, as soon as practicable, a local public non-emergency hearing pursuant to the requirements of Section 190.046(1) of the Act to consider whether to

grant this Petition and to amend the Ordinance establishing the District to reflect the new boundaries of the District.

b. Grant this Petition and enact an ordinance pursuant to applicable law amending the Ordinance establishing the District to reflect the new boundaries of the District.

RESPECTFULLY SUBMITTED this 10th day of March, 2021.

**EVERLANDS COMMUNITY
DEVELOPMENT DISTRICT**

By: 

Greg Pettibon
Chairperson

EXHIBIT 1

LEGAL DESCRIPTION OF AREA TO BE ADDED TO THE DISTRICT

THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE

PALM VISTA EAST EXPANSION AREA

PART OF THOSE LANDS LYING NORTH OF PACE DRIVE, EAST OF ST. JOHNS HERITAGE PARKWAY, SOUTH OF EMERSON DRIVE AND WEST OF MELBOURNE-TILLMAN WATER CONTROL DISTRICT CANAL C-59, LYING AND BEING IN SECTIONS 20, 21, 28, AND 29, TOWNSHIP 28 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID PACE DRIVE, (AN 80.00 FOOT WIDE PUBLIC RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORDS BOOK 6149, PAGE 2602, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA), AND RUN N00°42'46"E, ALONG THE WEST RIGHT-OF-WAY LINE OF SAID MELBOURNE-TILLMAN WATER CONTROL DISTRICT CANAL C-59, A DISTANCE OF 4024.65 FEET TO THE NORTH LINE OF SAID SECTION 28; THENCE N89°45'59"E, ALONG SAID NORTH LINE AND CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 7.00 FEET; THENCE N00°44'56"E, CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 1489.36 FEET TO THE SOUTHEAST CORNER OF SAID EMERSON DRIVE, (A 100.00 FOOT WIDE PUBLIC RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORDS BOOK 6149, PAGE 2602, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA); THENCE WESTERLY ALONG THE ARC OF THE CURVED SOUTH RIGHT-OF-WAY LINE OF SAID EMERSON DRIVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 1390.00 FEET, A CENTRAL ANGLE OF 11°58'18", A CHORD LENGTH OF 289.91 FEET AND A CHORD BEARING OF S84°04'50"W), A DISTANCE OF 290.44 FEET TO THE END OF SAID CURVE; THENCE S78°05'41"W, CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 102.96 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 1650.00 FEET, A CENTRAL ANGLE OF 05°23'59", A CHORD LENGTH OF 155.45 FEET AND A CHORD BEARING OF S80°47'41"W), A DISTANCE OF 155.50 FEET TO THE NORTHEAST CORNER OF COMMERCIAL PARCELS C-10 THROUGH C-12, AS DESCRIBED IN OFFICIAL RECORDS BOOK 5750, PAGE 7950, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE S00°40'06"W, ALONG THE EAST LINE OF SAID COMMERCIAL PARCELS C-10 THROUGH C-12, A DISTANCE OF 312.92 FEET TO THE SOUTHEAST CORNER OF SAID COMMERCIAL PARCELS C-10 THROUGH C-12; THENCE N89°19'54"W, ALONG THE SOUTH LINE OF SAID COMMERCIAL PARCELS C-10 THROUGH C-12, A DISTANCE OF 899.66 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE TO THE RIGHT AND THE SOUTHWEST CORNER OF SAID COMMERCIAL PARCELS C-10 THROUGH C-12; THENCE ALONG THE WEST LINE OF SAID COMMERCIAL PARCELS C-10 THROUGH C-12, THE FOLLOWING 3 (THREE) COURSES AND DISTANCES; 1) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE EAST AND HAVING A RADIUS OF 910.00 FEET, A CENTRAL ANGLE OF 08°38'41", A CHORD LENGTH OF 137.17 FEET AND A CHORD BEARING OF N03°39'15"W), A DISTANCE OF 137.30 FEET TO THE END OF SAID CURVE; 2) THENCE N00°40'06"E A DISTANCE OF 128.22 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; 3) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD LENGTH OF 49.50 FEET AND A CHORD BEARING OF N45°40'06"E), A DISTANCE OF 54.98 FEET TO A CUSP OF CURVE AND A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID EMERSON DRIVE; THENCE N89°19'54"W, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 150.00 FEET TO A CUSP OF CURVE AND A POINT ON THE BOUNDARY OF COMMERCIAL PARCELS C-13 THROUGH C-16, AS DESCRIBED IN OFFICIAL RECORDS BOOK 5750, PAGE 7950, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY OF SAID COMMERCIAL PARCELS C-13 THROUGH C-16, THE FOLLOWING 4 (FOUR) COURSES AND DISTANCES; 1) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD LENGTH OF 49.50 FEET AND A CHORD BEARING OF S44°19'54"E) A DISTANCE OF 54.98 FEET TO THE END OF SAID CURVE; 2) THENCE S00°40'06"W A DISTANCE OF 128.22 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; 3) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE EAST AND HAVING A RADIUS OF 990.00 FEET, A CENTRAL ANGLE OF 07°56'29", A CHORD LENGTH OF 137.11 FEET AND A CHORD BEARING OF S03°18'09"E), A DISTANCE OF 137.22 FEET TO THE SOUTHEAST CORNER OF SAID COMMERCIAL PARCELS C-13 THROUGH C-16; 4) THENCE N89°19'54"W A DISTANCE OF 1052.38 FEET TO THE SOUTHWEST CORNER OF SAID COMMERCIAL PARCELS C-13 THROUGH C-16 AND A NON-TANGENT INTERSECTION WITH THE CURVED EAST RIGHT-OF-WAY LINE OF SAID ST. JOHNS HERITAGE PARKWAY, (A 200.00 FOOT WIDE PUBLIC RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORDS BOOK 7491, PAGE 1713, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA); THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING 8 (EIGHT) COURSES AND DISTANCES; 1) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 2200.00 FEET, A CENTRAL ANGLE OF 06°09'07", A CHORD LENGTH OF 236.11 FEET AND A CHORD BEARING OF S11°13'05"W), A DISTANCE OF 236.22 FEET TO THE A POINT OF REVERSE CURVATURE; 2) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 2700.00 FEET, A CENTRAL ANGLE OF 14°17'39", A CHORD LENGTH OF 671.85 FEET AND A CHORD BEARING OF S07°08'50"W), A DISTANCE OF 673.60 FEET TO THE END OF SAID CURVE; 3) THENCE S00°00'00"E A DISTANCE OF 58.06 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; 4) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 4500.00 FEET, A CENTRAL ANGLE OF 17°24'15", A CHORD LENGTH OF 1361.68 FEET AND A CHORD BEARING OF S08°42'08"E), A DISTANCE OF 1366.93 FEET TO A POINT OF REVERSE CURVATURE; 5) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 2700.00 FEET, A CENTRAL ANGLE OF 18°06'58", A CHORD LENGTH OF 850.15 FEET AND A CHORD BEARING OF S08°20'46"E), A DISTANCE OF 853.70 FEET TO THE END OF SAID CURVE; 6) THENCE S00°42'43"W A DISTANCE OF 893.10 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; 7) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 2697.00 FEET, A CENTRAL ANGLE OF 14°26'59", A CHORD LENGTH OF 678.37 FEET AND A CHORD BEARING OF S07°56'12"W), A DISTANCE OF 680.17 FEET TO THE END OF SAID CURVE; 8) THENCE S15°09'41"W A DISTANCE OF 180.00 FEET TO THE NORTHWEST CORNER OF SAID PACE DRIVE AND THE BEGINNING OF A CURVE TO THE LEFT; THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID PACE DRIVE, THE FOLLOWING 6 (SIX) COURSES AND DISTANCES; 1) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 90°02'36" A CHORD LENGTH OF 49.52 FEET AND A CHORD BEARING OF S29°51'36"E), A DISTANCE OF 55.00 FEET TO THE END OF SAID CURVE; 2) THENCE S74°52'54"E A DISTANCE OF 221.98 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; 3) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTH AND HAVING A RADIUS OF 1060.00 FEET, A CENTRAL ANGLE OF 27°34'32", A CHORD LENGTH OF 505.25 FEET AND A CHORD BEARING OF S88°40'09"E), A DISTANCE OF 510.16 FEET TO A POINT OF REVERSE CURVATURE; 4) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 1580.00 FEET, A CENTRAL ANGLE OF 32°56'36", A CHORD LENGTH OF 895.99 FEET AND A CHORD BEARING OF S85°59'07"E), A DISTANCE OF 908.45 FEET TO A POINT OF REVERSE CURVATURE; 5) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTH AND HAVING A RADIUS OF 1462.49 FEET, A CENTRAL ANGLE OF 20°44'51", A CHORD LENGTH OF 526.69 FEET AND A CHORD BEARING OF S79°53'15"E), A DISTANCE OF 529.58 FEET TO THE END OF SAID CURVE; 6) THENCE N89°44'20"E A DISTANCE OF 298.01 FEET TO THE POINT OF BEGINNING, CONTAINING 291.11 ACRES, MORE OR LESS,



Digitally signed by
Leslie E Howard
DN: c=US, o=BSE
CONSULTANTS INC.,
ou=A01410C0000016
C70B79A9D00008416
, cn=Leslie E Howard
Date: 2021.03.04
14:19:28 -05'00'

LESLIE E. HOWARD
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA LICENSE NUMBER 5611

PALM VISTA EAST EXPANSION AREA

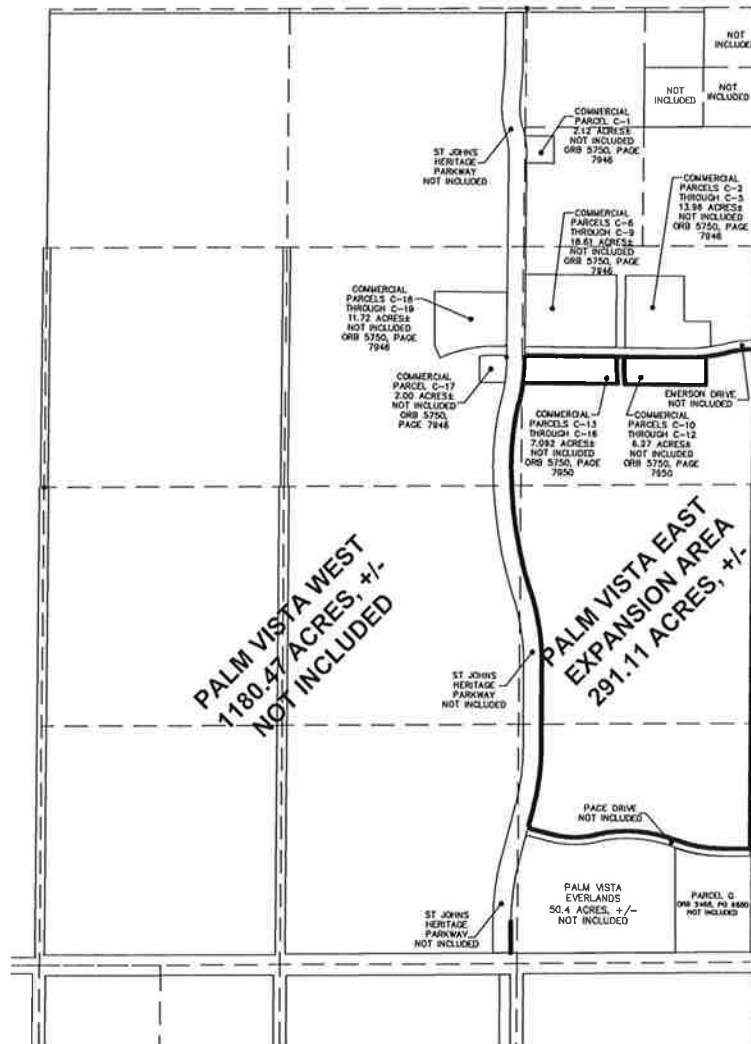


B.S.E. CONSULTANTS, INC.

CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901
PHONE: (321) 725-3674 FAX: (321) 723-1159
CERTIFICATE OF BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

DATE: 03/04/2021
DESIGN/DRAWN: LEH
DRAWING# 10860500_100_003
PROJECT# 10860.500
SHEET 1 OF 2

THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE



PALM VISTA EAST EXPANSION AREA



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DRAWING# 10860500_100_003
PROJECT# 10860.500
SHEET 2 OF 2

EXHIBIT 2

LEGAL DESCRIPTION OF THE NEW DISTRICT BOUNDARIES

THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE

PALM VISTA EAST CDD EXPANSION DESCRIPTION

PALM VISTA EVERLANDS

A PARCEL OF LAND IN SECTIONS 28 AND 29, TOWNSHIP 28 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 28 SOUTH, RANGE 36 EAST, AND RUN N00°42'46"E ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 28 A DISTANCE OF 112.52 FEET; THENCE S89°44'39"W A DISTANCE OF 47.01 FEET TO THE NORTH RIGHT-OF-WAY OF WATER CONTROL DISTRICT OF BREVARD CANAL NUMBER ONE (A 225 FOOT RIGHT-OF-WAY); THENCE S89°44'39"W ALONG SAID NORTH LINE OF CANAL NUMBER ONE A DISTANCE OF 831.51 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE S89°44'39"W, ALONG SAID NORTH RIGHT-OF-WAY OF CANAL NUMBER ONE, A DISTANCE OF 1759.16 FEET TO THE WEST LINE OF SAID SECTION 28; THENCE N0°38'41"E, ALONG SAID WEST LINE OF SECTION 28, A DISTANCE OF 6.00 FEET; THENCE S89°48'32"W, ALONG SAID NORTH RIGHT-OF-WAY LINE OF CANAL NUMBER ONE (A 237 FOOT RIGHT-OF-WAY), A DISTANCE OF 69.08 FEET TO THE SOUTHEAST CORNER OF ST JOHNS HERITAGE PARKWAY, AS DESCRIBED IN OFFICIAL RECORDS BOOK 6149, PAGE 2602, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE ALONG THE EAST RIGHT-OF-WAY OF SAID ST JOHNS HERITAGE PARKWAY THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) N00°41'01"E, A DISTANCE OF 343.92 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; 2) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE EAST AND HAVING A RADIUS OF 2700.00 FEET, A CENTRAL ANGLE OF 14°28'43", A CHORD LENGTH OF 680.48 FEET AND A CHORD BEARING OF N07°55'20"E), A DISTANCE OF 682.29 FEET TO THE END OF SAID CURVE; 3) THENCE N15°09'41"E, A DISTANCE OF 258.03 FEET TO THE SOUTHWEST CORNER OF PACE DRIVE, AS DESCRIBED IN OFFICIAL RECORDS BOOK 6149, PAGE 2602, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND THE BEGINNING OF A CURVE TO THE RIGHT; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID PACE DRIVE THE FOLLOWING FIVE (5) COURSES AND DISTANCES: 1) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 89°57'24", A CHORD DISTANCE OF 49.48 FEET, AND A CHORD BEARING OF N60°08'24"E), A DISTANCE OF 54.95 FEET TO THE END OF SAID CURVE; 2) THENCE S74°52'54"E, A DISTANCE OF 222.09 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; 3) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTH AND HAVING A RADIUS OF 1140.00 FEET, A CENTRAL ANGLE OF 27°34'32", A CHORD LENGTH OF 543.38 FEET, AND A CHORD BEARING OF S88°40'09"E), A DISTANCE OF 548.66 FEET TO A POINT OF REVERSE CURVATURE; 4) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 1500.00 FEET, A CENTRAL ANGLE OF 32°56'36", A CHORD LENGTH OF 850.62 FEET, AND A CHORD BEARING OF S85°59'07"E), A DISTANCE OF 862.45 FEET TO A POINT OF REVERSE CURVATURE; 5) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTH AND HAVING A RADIUS OF 1542.49 FEET, A CENTRAL ANGLE OF 00°26'48", A CHORD LENGTH OF 12.02 FEET, AND A CHORD BEARING OF S69°44'13"E), A DISTANCE OF 12.02 FEET TO THE NORTHWEST CORNER OF PARCEL G, AS DESCRIBED IN OFFICIAL RECORDS BOOK 5468, PAGE 6880, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE S00°07'38"E, ALONG THE WEST LINE OF SAID PARCEL G, A DISTANCE OF 1155.02 FEET TO THE POINT OF BEGINNING, CONTAINING 50.4 ACRES MORE OR LESS.

TOGETHER WITH

PALM VISTA EAST EXPANSION AREA

PART OF THOSE LANDS LYING NORTH OF PACE DRIVE, EAST OF ST. JOHNS HERITAGE PARKWAY, SOUTH OF EMERSON DRIVE AND WEST OF MELBOURNE-TILLMAN WATER CONTROL DISTRICT CANAL C-59, LYING AND BEING IN SECTIONS 20, 21, 28, AND 29, TOWNSHIP 28 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID PACE DRIVE, (AN 80.00 FOOT WIDE PUBLIC RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORDS BOOK 6149, PAGE 2602, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA), AND RUN N00°42'46"E, ALONG THE WEST RIGHT-OF-WAY LINE OF SAID MELBOURNE-TILLMAN WATER CONTROL DISTRICT CANAL C-59, A DISTANCE OF 4024.65 FEET TO THE NORTH LINE OF SAID SECTION 28; THENCE N89°45'59"E, ALONG SAID NORTH LINE AND CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 7.00 FEET; THENCE N00°44'56"E, CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 1489.36 FEET TO THE SOUTHEAST CORNER OF SAID EMERSON DRIVE, (A 100.00 FOOT WIDE PUBLIC RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORDS BOOK 6149, PAGE 2602, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA); THENCE WESTERLY ALONG THE ARC OF THE CURVED SOUTH RIGHT-OF-WAY LINE OF SAID EMERSON DRIVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 1390.00 FEET, A CENTRAL ANGLE OF 11°58'18", A CHORD LENGTH OF 289.91 FEET AND A CHORD BEARING OF S84°04'50"W), A DISTANCE OF 290.44 FEET TO THE END OF SAID CURVE; THENCE S78°05'41"W, CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 102.96 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 1650.00 FEET, A CENTRAL ANGLE OF 05°23'59", A CHORD LENGTH OF 155.45 FEET AND A CHORD BEARING OF S80°47'41"W), A DISTANCE OF 155.50 FEET TO THE NORTHEAST CORNER OF COMMERCIAL PARCELS C-10 THROUGH C-12, AS DESCRIBED IN OFFICIAL RECORDS BOOK 5750, PAGE 7950, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE S00°40'06"W, ALONG THE EAST LINE OF SAID COMMERCIAL PARCELS C-10 THROUGH C-12, A DISTANCE OF 312.92 FEET TO THE SOUTHEAST CORNER OF SAID COMMERCIAL PARCELS C-10 THROUGH C-12; THENCE N89°19'54"W, ALONG THE SOUTH LINE OF SAID COMMERCIAL PARCELS C-10 THROUGH C-12, A DISTANCE OF 899.66 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE TO THE RIGHT AND THE SOUTHWEST CORNER OF SAID COMMERCIAL PARCELS C-10 THROUGH C-12; THENCE ALONG THE WEST LINE OF SAID COMMERCIAL PARCELS C-10 THROUGH C-12, THE FOLLOWING 3 (THREE) COURSES AND DISTANCES: 1) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE EAST AND HAVING A RADIUS OF 910.00 FEET, A CENTRAL ANGLE OF 08°38'41", A CHORD LENGTH OF 137.17 FEET AND A CHORD BEARING OF N03°39'15"W), A DISTANCE OF 137.30 FEET TO THE END OF SAID CURVE; 2) THENCE N00°40'06"E A DISTANCE OF 128.22 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; 3) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD LENGTH OF 49.50 FEET AND A CHORD BEARING OF N45°40'06"E), A DISTANCE OF 54.98 FEET TO A CUSP OF CURVE AND A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID EMERSON DRIVE; THENCE N89°19'54"W, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 150.00 FEET TO A CUSP OF CURVE AND A POINT ON THE BOUNDARY OF COMMERCIAL PARCELS C-13 THROUGH C-16, AS DESCRIBED IN OFFICIAL RECORDS BOOK 5750, PAGE 7950, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, THENCE ALONG THE BOUNDARY OF SAID COMMERCIAL PARCELS C-13 THROUGH C-16, THE FOLLOWING 4 (FOUR) COURSES AND DISTANCES: 1) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD LENGTH OF 49.50 FEET AND A CHORD BEARING OF S44°19'54"E) A DISTANCE OF 54.98 FEET TO THE END OF SAID CURVE; 2) THENCE S00°40'06"W A DISTANCE OF 128.22 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; 3) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE EAST AND HAVING A RADIUS OF 990.00 FEET, A CENTRAL ANGLE OF 07°56'29", A CHORD LENGTH OF 137.11 FEET AND A CHORD BEARING OF S03°18'09"E), A DISTANCE OF 137.22 FEET TO THE SOUTHEAST CORNER OF SAID COMMERCIAL PARCELS C-13 THROUGH C-16; 4) THENCE N89°19'54"W A DISTANCE OF 1052.38 FEET TO THE SOUTHWEST CORNER OF SAID COMMERCIAL PARCELS C-13 THROUGH C-16 AND A NON-TANGENT INTERSECTION WITH THE CURVED EAST RIGHT-OF-WAY LINE OF SAID ST. JOHNS HERITAGE PARKWAY, (A 200.00 FOOT WIDE PUBLIC RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORDS BOOK 7491, PAGE 1713, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA); THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING 8 (EIGHT) COURSES AND DISTANCES: 1) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 2200.00 FEET, A CENTRAL ANGLE OF 05°09'07", A CHORD LENGTH OF 236.11 FEET AND A CHORD BEARING OF S11°13'05"W), A DISTANCE OF 236.22 FEET TO THE POINT OF REVERSE CURVATURE; 2) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 2700.00 FEET, A CENTRAL ANGLE OF 14°17'39", A CHORD LENGTH OF 671.85 FEET AND A CHORD BEARING OF S07°08'50"W), A DISTANCE OF 673.60 FEET TO THE END OF SAID CURVE; 3) THENCE S00°00'00"E A DISTANCE OF 58.06 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; 4) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 4500.00 FEET, A CENTRAL ANGLE OF 17°24'15", A CHORD LENGTH OF 1361.68 FEET AND A CHORD BEARING OF S08°42'08"E), A DISTANCE OF 1366.93 FEET TO A POINT OF REVERSE CURVATURE; 5) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 2700.00 FEET, A CENTRAL ANGLE OF 18°06'58", A CHORD LENGTH OF 850.15 FEET AND A CHORD BEARING OF S08°20'46"E), A DISTANCE OF 853.70 FEET TO THE END OF SAID CURVE; 6) THENCE S00°42'43"W A DISTANCE OF 893.10 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; 7) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 2697.00 FEET, A CENTRAL ANGLE OF 14°26'59", A CHORD LENGTH OF 678.37 FEET AND A CHORD BEARING OF S07°56'12"W), A DISTANCE OF 680.17 FEET TO THE END OF SAID CURVE; 8) THENCE S15°09'41"W A DISTANCE OF 180.00 FEET TO THE NORTHWEST CORNER OF SAID PACE DRIVE AND THE BEGINNING OF A CURVE TO THE LEFT; THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID PACE DRIVE, THE FOLLOWING 6 (SIX) COURSES AND DISTANCES: 1) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 90°02'36", A CHORD LENGTH OF 49.52 FEET AND A CHORD BEARING OF S29°51'36"E), A DISTANCE OF 55.00 FEET TO THE END OF SAID CURVE; 2) THENCE S74°52'54"E A DISTANCE OF 221.98 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; 3) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTH AND HAVING A RADIUS OF 1060.00 FEET, A CENTRAL ANGLE OF 27°34'32", A CHORD LENGTH OF 505.25 FEET AND A CHORD BEARING OF S88°40'09"E), A DISTANCE OF 510.16 FEET TO A POINT OF REVERSE CURVATURE; 4) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 1580.00 FEET, A CENTRAL ANGLE OF 32°56'36", A CHORD LENGTH OF 895.99 FEET AND A CHORD BEARING OF S85°59'07"E), A DISTANCE OF 908.45 FEET TO A POINT OF REVERSE CURVATURE; 5) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTH AND HAVING A RADIUS OF 1462.49 FEET, A CENTRAL ANGLE OF 20°44'51", A CHORD LENGTH OF 526.69 FEET AND A CHORD BEARING OF S79°53'15"E), A DISTANCE OF 529.58 FEET TO THE END OF SAID CURVE; 6) THENCE N89°44'20"E A DISTANCE OF 298.01 FEET TO THE POINT OF BEGINNING, CONTAINING 291.11 ACRES, MORE OR LESS.

CONTAINING 341.51 NET ACRES, +/-



Digitally signed by Leslie E Howard
DN: c=US, o=BSE CONSULTANTS
INC., ou=A01410C0000016C70B79A9D0
0008416, cn=Leslie E Howard
Date: 2021.03.04 14:18:23 -05'00'

LESLIE E. HOWARD
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA LICENSE NUMBER 5611

PALM VISTA EAST CDD EXPANSION

B.S.E. CONSULTANTS, INC.

CONSULTING - ENGINEERING - LAND SURVEYING

312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901

PHONE: (321) 725-3674 FAX: (321) 723-1159

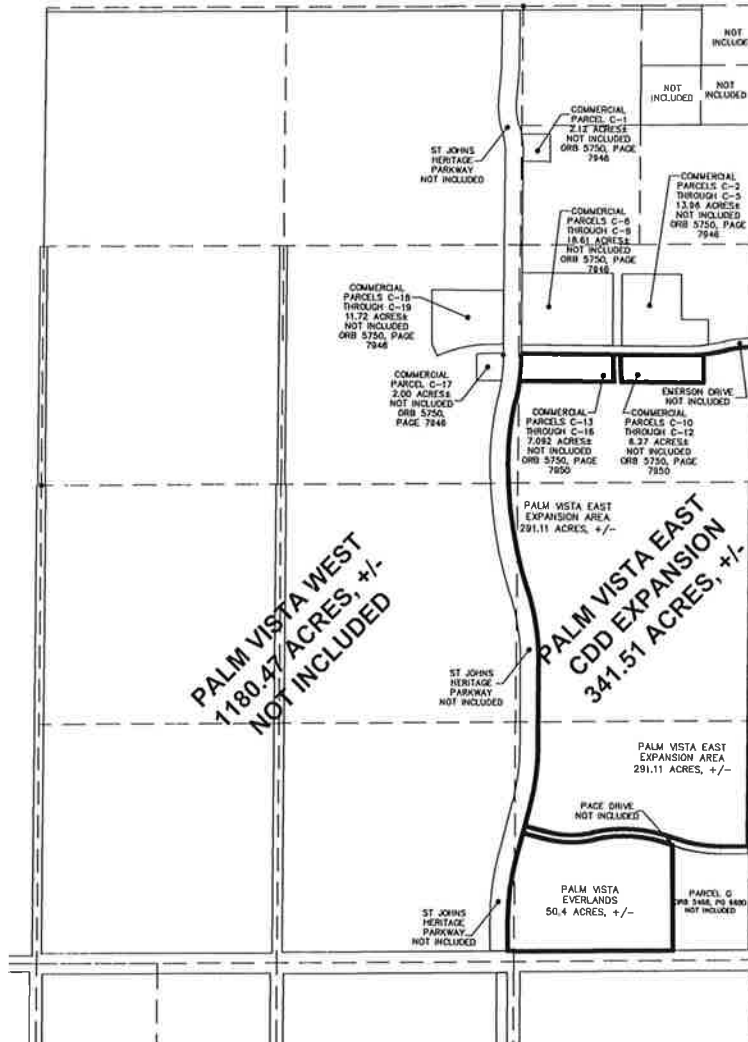
CERTIFICATE OF BUSINESS AUTHORIZATION: 4905

CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905



DATE: 03/04/2021
DESIGN/DRAWN: LEH
DRAWING# 10860500_100_002
PROJECT# 10860.500
SHEET 1 OF 2

THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE



PALM VISTA EVERLANDS = 50.4 ACRES, +/-
PALM VISTA EAST EXPANSION AREA = 291.11 ACRES, +/-
TOTAL PALM VISTA EAST CDD EXPANSION = 341.51 ACRES, +/-



PALM VISTA EAST CDD EXPANSION



B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32904
PHONE: (321) 725-3674 FAX: (321) 723-1159
CERTIFICATE OF BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

DATE: 03/04/2021
DESIGN/DRAWN: LEH
DRAWING# 10860500_100_002
PROJECT# 10860.500
SHEET 2 OF 2

COMPOSITE EXHIBIT 3

**AFFIDAVIT OF OWNERSHIP AND CONSENT OF OWNER TO INCLUSION OF
PROPERTY WITHIN THE BOUNDARIES OF THE DISTRICT AND EVIDENCE OF
OWNERSHIP**

AFFIDAVIT OF OWNERSHIP AND CONSENT

On this 25th day of June, 2021, Michael G. Meyers ("Affiant") personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, who, after being duly sworn, deposes and says:

1. Affiant is the Vice President of Lennar Homes, LLC, a Florida limited liability company, who is the manager of HERITAGE PKWY EAST HOLDINGS, LLC, a Florida limited liability company (the "Owner").

2. The Owner is the fee title owner of all the real property described in Exhibit "A" attached hereto (the "Property").

3. Affiant hereby represents that he has full authority to execute all documents and instruments on behalf of the Owner, including this Affidavit of Ownership and Consent to the Petition to Expand the Boundaries of the Everlands Community Development District before the City Council of the City of Palm Bay, Florida.

IN WITNESS WHEREOF, I have hereunto set my hand this 25th day of June, 2021.



Michael Meyers, Vice President

Lennar Homes, LLC, a Florida limited liability company

Manager of HERITAGE PKWY EAST HOLDINGS, LLC, a Florida limited liability company

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 25 day of June, 2021, by Michael Meyers, Vice President of Lennar Homes, LLC, a Florida limited liability company, as Manager of HERITAGE PKWY EAST HOLDINGS, LLC, a Florida limited liability company. He is personally known to me { } or produced _____ as identification.



Notary Public

Lois A. Clay
Typed, printed or stamped name of Notary Public

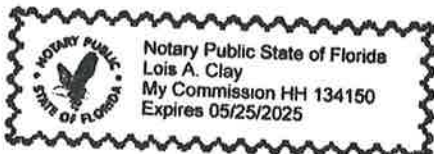


EXHIBIT "A"

EVERLANDS MEDLEY

PART OF THOSE LANDS LYING NORTH OF PACE DRIVE, EAST OF ST. JOHNS HERITAGE PARKWAY, SOUTH OF EMERSON DRIVE AND WEST OF MELBOURNE-TILLMAN WATER CONTROL DISTRICT CANAL C-59, LYING AND BEING IN SECTIONS 20, 21, 28, AND 29, TOWNSHIP 28 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID PACE DRIVE, (AN 80.00 FOOT WIDE PUBLIC RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORDS BOOK 6149, PAGE 2602, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA), AND RUN N00°42'46"E, ALONG THE WEST RIGHT-OF-WAY LINE OF SAID MELBOURNE-TILLMAN WATER CONTROL DISTRICT CANAL C-59, A DISTANCE OF 4024.65 FEET TO THE NORTH LINE OF SAID SECTION 28; THENCE N89°45'59"E, ALONG SAID NORTH LINE AND CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 7.00 FEET; THENCE N00°44'56"E, CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 1489.36 FEET TO THE SOUTHEAST CORNER OF SAID EMERSON DRIVE, (A 100.00 FOOT WIDE PUBLIC RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORDS BOOK 6149, PAGE 2602, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA); THENCE WESTERLY ALONG THE ARC OF THE CURVED SOUTH RIGHT-OF-WAY LINE OF SAID EMERSON DRIVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 1390.00 FEET, A CENTRAL ANGLE OF 11°58'18", A CHORD LENGTH OF 289.91 FEET AND A CHORD BEARING OF S84°04'50"W), A DISTANCE OF 290.44 FEET TO THE END OF SAID CURVE; THENCE S78°05'41"W, CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 102.96 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 1650.00 FEET, A CENTRAL ANGLE OF 05°23'59", A CHORD LENGTH OF 155.45 FEET AND A CHORD BEARING OF S80°47'41"W), A DISTANCE OF 155.50 FEET TO THE NORTHEAST CORNER OF COMMERCIAL PARCELS C-10 THROUGH C-12, AS DESCRIBED IN OFFICIAL RECORDS BOOK 5750, PAGE 7950, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE S00°40'06"W, ALONG THE EAST LINE OF SAID COMMERCIAL PARCELS C-10 THROUGH C-12, A DISTANCE OF 312.92 FEET TO THE SOUTHEAST CORNER OF SAID COMMERCIAL PARCELS C-10 THROUGH C-12; THENCE N89°19'54"W, ALONG THE SOUTH LINE OF SAID COMMERCIAL PARCELS C-10 THROUGH C-12, A DISTANCE OF 899.66 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE TO THE RIGHT AND THE SOUTHWEST CORNER OF SAID COMMERCIAL PARCELS C-10 THROUGH C-12; THENCE ALONG THE WEST LINE OF SAID COMMERCIAL PARCELS C-10 THROUGH C-12, THE FOLLOWING 3 (THREE) COURSES AND DISTANCES; 1) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE EAST AND HAVING A RADIUS OF 910.00 FEET, A CENTRAL ANGLE OF 08°38'41", A CHORD LENGTH OF 137.17 FEET AND A CHORD BEARING OF N03°39'15"W), A DISTANCE OF 137.30 FEET TO THE END OF SAID CURVE; 2) THENCE N00°40'06"E A DISTANCE OF 128.22 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; 3) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD LENGTH OF 49.50 FEET AND A CHORD BEARING OF N45°40'06"E), A DISTANCE OF 54.98 FEET TO A CUSP OF CURVE AND A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID EMERSON DRIVE; THENCE N89°19'54"W, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 150.00 FEET TO A CUSP OF CURVE AND A POINT ON THE BOUNDARY OF COMMERCIAL PARCELS C-13 THROUGH C-16, AS DESCRIBED IN OFFICIAL RECORDS BOOK 5750, PAGE 7950, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY OF SAID COMMERCIAL PARCELS C-13 THROUGH C-16, THE FOLLOWING 4 (FOUR) COURSES AND DISTANCES; 1) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD LENGTH OF 49.50 FEET AND A CHORD BEARING OF S44°19'54"E) A DISTANCE OF 54.98 FEET TO THE END OF SAID CURVE; 2) THENCE S00°40'06"W A DISTANCE OF 128.22 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; 3) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE EAST AND HAVING A RADIUS OF 990.00 FEET, A CENTRAL ANGLE OF

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SPECIAL WARRANTY DEED

This instrument was prepared
by and should be returned to:

Laurie L. Gildan, Esq.
Greenberg Traurig, P.A.
777 South Flagler Drive, Suite 300 East
West Palm Beach, Florida 33401

Consideration: \$10.00
Documentary Stamp Tax: \$0.70

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of January 11, 2018, by **PALM VISTA PRESERVE, LLC**, a Florida limited liability company, whose address is 8895 N. Military Trail, Suite 101-B, Palm Beach Gardens, Florida 33410 (hereinafter referred to as the "Grantor") to **HERITAGE PKWY EAST HOLDINGS, LLC**, a Florida limited liability company, whose address is 8895 N. Military Trail, Suite 101-B, Palm Beach Gardens, Florida 33410 (hereinafter referred to as the "Grantee");

Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and their successors and assigns.

Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, alienate, remise, release, convey, and transfer to Grantee, the land in Brevard County, Florida, described on Exhibit "A" attached (the "Property").

TOGETHER WITH all the tenements, hereditaments, easements and appurtenances, including riparian rights, if any, thereto belonging or in anywise appertaining;

TO HAVE AND TO HOLD the Property in fee simple forever.

AND THE GRANTOR does hereby specially warrant the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against none other;

THE CONVEYANCE made herein, however, is expressly subject only to covenants, restrictions, easements and reservations of record, and taxes and assessments for the year 2017 and subsequent years, which are not yet due and payable.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed as of the date first set forth above.

Signed, sealed and delivered
in the presence of:

PALM VISTA PRESERVE, LLC,
a Florida limited liability company

By: [Signature]
Print Name: MICHAEL WOLF

By: [Signature]

By: [Signature]
Print Name: MITRA MOLLATE

Print Name: JOE RAPAPORT

Its: vp

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 11th day of January, 2018 by Joe Rapaport as Vice President of PALM VISTA PRESERVE, LLC, a Florida limited liability company, on behalf of the company. He/She is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

[Signature]
Notary Public Signature

Typed or Printed Notary Name JULIE ANNE DeMORE
Notary Public-State of FLORIDA
Commission No.: FF134285
My Commission Expires: EXPIRES 6/19/2018
BONDED THRU 1-888-NOTARY1

EXHIBIT "A"**Legal Description of the Property**PALM VISTA EAST

A PARCEL OF LAND IN SECTIONS 20, 21, 28, AND 29, TOWNSHIP 28 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 28, TOWNSHIP 28 SOUTH, RANGE 36 EAST, THENCE N00°42'46"E ALONG THE EAST LINE OF THE SOUTHWEST $\frac{1}{4}$ OF SAID SECTION 28 A DISTANCE OF 112.52 FEET; THENCE S89°44'39"W A DISTANCE OF 47.01 FEET TO THE NORTH RIGHT OF WAY OF WATER CONTROL DISTRICT OF BREVARD CANAL NUMBER ONE (A 225 FOOT RIGHT OF WAY); THENCE S89°44'39"W ALONG SAID NORTH LINE OF CANAL NUMBER ONE A DISTANCE OF 831.51 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE S89°44'39"W ALONG SAID NORTH LINE OF CANAL NUMBER ONE A DISTANCE OF 1759.16 FEET TO THE WEST LINE OF SAID SECTION 28; THENCE N00°43'04"E ALONG THE WEST LINE OF SECTION 28 AND THE NORTH RIGHT OF WAY OF CANAL NUMBER ONE A DISTANCE OF 6.00 FEET; THENCE S89°48'32"W ALONG SAID NORTH LINE OF CANAL NUMBER ONE (A 237 FOOT RIGHT OF WAY) A DISTANCE OF 269.05 FEET TO THE WEST RIGHT OF WAY LINE OF PROPOSED PALM BAY PARKWAY (A 200 FOOT WIDE RIGHT OF WAY); THENCE NORTHERLY ALONG SAID WEST RIGHT OF WAY THE FOLLOWING SIXTEEN (16) COURSES AND CURVES: 1) THENCE N00°41'01"E A DISTANCE OF 346.29 FEET TO A POINT OF CURVATURE; 2) THENCE NORTHEASTERLY A DISTANCE OF 732.83 FEET ALONG AN ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2900.00 FEET, A CENTRAL ANGLE OF 14°28'43", AND A CHORD WHICH BEARS N07°55'23"E A DISTANCE OF 730.88 FEET TO A POINT OF TANGENCY; 3) THENCE N15°09'44"E A DISTANCE OF 588.03 FEET TO A POINT OF CURVATURE; 4) THENCE NORTHEASTERLY A DISTANCE OF 629.73 FEET ALONG AN ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 2497.00 FEET, A CENTRAL ANGLE OF 14°26'59", AND A CHORD WHICH BEARS N7°56'15"E A DISTANCE OF 628.06 FEET TO A POINT OF TANGENCY; 5) THENCE N00°42'45"E A DISTANCE OF 893.10 FEET TO A POINT OF CURVATURE; 6) THENCE NORTHWESTERLY A DISTANCE 790.47 FEET ALONG AN ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 2500.00 FEET, A CENTRAL ANGLE OF 18°06'58", AND A CHORD WHICH BEARS N08°20'44"W A DISTANCE OF 787.18 FEET TO A POINT OF RESERVE CURVATURE; 7) THENCE NORTHWESTERLY A DISTANCE OF 1427.67 FEET ALONG AN ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 4700.00 FEET, A CENTRAL ANGLE OF 17°24'15", AND A CHORD WHICH BEARS N08°42'05"W A DISTANCE OF 1422.19 FEET TO A POINT OF TANGENCY; 8) THENCE N00°00'00"W A DISTANCE OF 58.06 FEET TO A POINT OF CURVATURE; 9) THENCE NORTHEASTERLY A DISTANCE OF 723.49 FEET ALONG AN ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2900.00 FEET, A CENTRAL ANGLE OF 14°17'39", AND A CHORD WHICH BEARS N07°08'51"E A DISTANCE OF 721.61 FEET TO A POINT OF REVERSE CURVATURE; 10) THENCE NORTHEASTERLY A DISTANCE OF 474.42 FEET ALONG AN ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 2000.00 FEET, A CENTRAL ANGLE OF 13°35'28", AND A CHORD WHICH BEARS N07°29'57"E A DISTANCE OF 473.31 FEET TO A POINT OF TANGENCY; 11) THENCE N00°42'13"E A DISTANCE OF 2200.22 FEET TO A POINT OF CURVATURE; 12) THENCE NORTHWESTERLY A DISTANCE OF 286.83 FEET ALONG AN ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1000.00 FEET, A CENTRAL ANGLE OF 16°26'03", AND A CHORD WHICH BEARS N07°30'49"W A DISTANCE OF 285.85 FEET TO A POINT OF REVERSE CURVATURE; 13) THENCE NORTHWESTERLY A DISTANCE OF 367.37 FEET ALONG AN ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1000.00 FEET, A CENTRAL ANGLE OF 21°02'56", AND A CHORD WHICH BEARS N05°12'22"W A DISTANCE OF 365.31 FEET TO A POINT OF TANGENCY; 14) THENCE N05°19'06"E A DISTANCE OF 303.76 FEET TO A POINT OF CURVATURE; 15) THENCE NORTHEASTERLY A DISTANCE OF 80.87 FEET ALONG AN ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1000.00 FEET, A CENTRAL ANGLE OF 4°38'01", AND A CHORD WHICH BEARS N03°00'05"E A DISTANCE OF 80.85 FEET TO A POINT OF TANGENCY; 16) THENCE N00°41'05"E A DISTANCE OF 579.15 FEET TO THE SOUTH RIGHT OF WAY LINE OF WATER

CONTROL DISTRICT OF BREVARD CANAL NUMBER FIFTY FOUR (A 92 FOOT RIGHT OF WAY); THENCE N89°48'50"E ALONG THE SOUTH RIGHT OF WAY LINE OF SAID CANAL FIFTY FOUR A DISTANCE OF 233.31 FEET TO THE WEST LINE OF THE NORTHWEST ONE QUARTER OF SECTION 21, TOWNSHIP 28 SOUTH, RANGE 36 EAST; THENCE N89°46'53"E ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 1973.79 FEET TO THE WEST LINE OF THE EAST ONE HALF OF THE NORTHEAST ONE QUARTER OF THE NORTHWEST ONE QUARTER OF SAID SECTION 21, THENCE S00°46'00"W ALONG SAID WEST LINE A DISTANCE OF 613.69 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST ONE QUARTER OF THE NORTHEAST ONE QUARTER OF THE NORTHWEST ONE QUARTER OF SAID SECTION 21; THENCE S89°46'47"W A DISTANCE OF 658.09 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST ONE QUARTER OF THE NORTHEAST ONE QUARTER OF THE NORTHWEST ONE QUARTER OF SAID SECTION 21; THENCE S00°46'54"W A DISTANCE OF 659.73 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST ONE QUARTER OF THE NORTHEAST ONE QUARTER OF THE NORTHWEST ONE QUARTER OF SAID SECTION 21; THENCE N89°46'40"E A DISTANCE OF 1316.53 FEET TO THE SOUTHEAST CORNER OF THE EAST ONE-HALF OF THE NORTHEAST ONE QUARTER OF THE NORTHWEST ONE QUARTER OF SAID SECTION 21; THENCE S00°45'06"W, ALONG THE EAST LINE OF THE WEST ONE-HALF OF SAID SECTION 21, A DISTANCE OF 1319.35 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST ONE QUARTER OF SAID SECTION 21; THENCE S89°46'26"W ALONG THE NORTH LINE OF SAID SOUTHWEST ONE QUARTER A DISTANCE OF 55.01 FEET TO THE WEST RIGHT OF WAY LINE OF WATER CONTROL DISTRICT OF BREVARD CANAL NUMBER FIFTY NINE (A 95 FOOT RIGHT OF WAY); THENCE S00°45'06"W ALONG SAID WEST RIGHT OF WAY LINE A DISTANCE OF 2638.71 FEET TO THE SOUTH LINE OF SAID SECTION 21 AND THE NORTH RIGHT OF WAY LINE OF SAID CANAL NUMBER FIFTY NINE; THENCE S89°45'59"W ALONG SAID SOUTH LINE OF SECTION 21 AND NORTH RIGHT OF WAY LINE A DISTANCE OF 7.00 FEET TO THE WEST RIGHT OF WAY LINE OF SAID CANAL NUMBER FIFTY NINE (A 102 FOOT RIGHT OF WAY); THENCE S00°42'46"W ALONG SAID WEST RIGHT OF WAY LINE A DISTANCE OF 4104.66 FEET; THENCE S89°44'47"W A DISTANCE OF 296.51 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY A DISTANCE OF 546.69 FEET ALONG AN ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1542.49 FEET, A CENTRAL ANGLE OF 20°18'24", AND A CHORD WHICH BEARS N80°06'01"W A DISTANCE OF 543.83 FEET; THENCE S00°07'38"E A DISTANCE OF 1155.02 FEET TO THE POINT OF BEGINNING. CONTAINING 606.86 ACRES, MORE OR LESS.

LESS AND EXCEPT:

COMMERCIAL PARCEL C-1 AS RECORDED IN OFFICIAL RECORDS BOOK 5750, PAGE 7946, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

LESS AND EXCEPT:

COMMERCIAL PARCELS C-2 THROUGH C-5 AS RECORDED IN OFFICIAL RECORDS BOOK 5750, PAGE 7946, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

LESS AND EXCEPT:

COMMERCIAL PARCELS C-6 THROUGH C-9 AS RECORDED IN OFFICIAL RECORDS BOOK 5750, PAGE 7946, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

LESS AND EXCEPT:

COMMERCIAL PARCELS C-10 THROUGH C-12 AS RECORDED IN OFFICIAL RECORDS BOOK 5750, PAGE 7950, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

LESS AND EXCEPT:

COMMERCIAL PARCELS C-13 THROUGH C-16 AS RECORDED IN OFFICIAL RECORDS BOOK 5750, PAGE 7950, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

LESS AND EXCEPT:

EMERSON DRIVE AS RECORDED IN OFFICIAL RECORDS BOOK 6149, PAGE 2602, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

LESS AND EXCEPT:

ST. JOHN'S HERITAGE PARKWAY AS RECORDED IN OFFICIAL RECORDS BOOK 6149, PAGE 2602, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

LESS AND EXCEPT:

PACE DRIVE AS RECORDED IN OFFICIAL RECORDS BOOK 6149, PAGE 2602, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

LESS AND EXCEPT

SOUTHEAST PARCEL

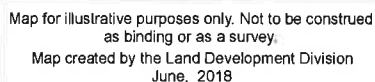
A PARCEL OF LAND IN SECTION 28 AND 29, TOWNSHIP 28 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 28 SOUTH, RANGE 36 EAST, AND RUN N00°42'46"E ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 28 A DISTANCE OF 112.52 FEET; THENCE S89°44'39"W A DISTANCE OF 47.01 FEET TO THE NORTH RIGHT-OF-WAY OF WATER CONTROL DISTRICT OF BREVARD CANAL NUMBER ONE (A 225 FOOT RIGHT-OF-WAY); THENCE S89°44'39"W ALONG SAID NORTH LINE OF CANAL NUMBER ONE A DISTANCE OF 831.51 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE S89°44'39"W, ALONG SAID NORTH RIGHT-OF-WAY OF CANAL NUMBER ONE, A DISTANCE OF 1759.16 FEET TO THE WEST LINE OF SAID SECTION 28; THENCE N0°38'41"E, ALONG SAID WEST LINE OF SECTION 28, A DISTANCE OF 6.00 FEET; THENCE S89°48'32"W, ALONG SAID NORTH RIGHT-OF-WAY LINE OF CANAL NUMBER ONE (A 237 FOOT RIGHT-OF-WAY), A DISTANCE OF 69.08 FEET TO THE SOUTHEAST CORNER OF ST. JOHNS HERITAGE PARKWAY, AS DESCRIBED IN OFFICIAL RECORDS BOOK 6149, PAGE 2602, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE ALONG THE EAST RIGHT-OF-WAY OF SAID ST. JOHNS HERITAGE PARKWAY THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) N00°41'01"E, A DISTANCE OF 343.23 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; 2) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE EAST AND HAVING A RADIUS OF 2700.00 FEET, A CENTRAL ANGLE OF 14°28'43", A CHORD LENGTH OF 680.48 FEET AND A CHORD BEARING OF N07°55'20"E), A DISTANCE OF 682.29 FEET TO THE END OF SAID CURVE; 3) THENCE N15°09'41"E, A DISTANCE OF 258.03 FEET TO THE SOUTHWEST CORNER OF PACE DRIVE, AS DESCRIBED IN OFFICIAL RECORDS BOOK 6149, PAGE 2602, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND THE BEGINNING OF A CURVE TO THE RIGHT; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID PACE DRIVE THE FOLLOWING FIVE (5) COURSES AND DISTANCES: 1) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 89°57'24", A CHORD DISTANCE OF 49.48 FEET, AND A CHORD BEARING OF N60°08'24"E), A DISTANCE OF 54.95 FEET TO THE END OF SAID CURVE: 2) THENCE S74°52'54"E, A DISTANCE OF 222.09 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; 3) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTH AND HAVING A RADIUS OF 1140.00 FEET, A CENTRAL ANGLE OF 27°34'32", A CHORD LENGTH OF 543.38 FEET, AND A CHORD BEARING OF S88°40'09"E), A DISTANCE OF 548.66 FEET TO A POINT OF REVERSE CURVATURE; 4) THENCE

ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 1500.00 FEET, A CENTRAL ANGLE OF 32°56'36", A CHORD LENGTH OF 850.62 FEET, AND A CHORD BEARING OF S85°59'07"E), A DISTANCE OF 862.45 FEET TO A POINT OF REVERSE CURVATURE: 5) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTH AND HAVING A RADIUS OF 1542.49 FEET, A CENTRAL ANGLE OF 00°26'48", A CHORD LENGTH OF 12.02 FEET, AND A CHORD BEARING OF S69°44'13"E), A DISTANCE OF 12.02 FEET TO THE NORTHWEST CORNER OF PARCEL G, AS DESCRIBED IN OFFICIAL RECORDS BOOK 5468, PAGE 6880, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE S00°07'38"E, ALONG THE WEST LINE OF SAID PARCEL G, A DISTANCE OF 1155.02 FEET TO THE POINT OF BEGINNING. CONTAINING 50.4 ACRES MORE OR LESS.

EXHIBIT 4

**FUTURE GENERAL DISTRIBUTION, LOCATION AND EXTENT OF THE PUBLIC
AND PRIVATE LAND USES PROPOSED WITHIN THE PROPOSED DISTRICT**



2,000 1,000 0 2,000 Feet

COMPOSITE EXHIBIT 5

MAJOR TRUNK WATER MAINS, SEWER INTERCEPTORS AND OUTFALLS



CITY OF PALM BAY BREVARD COUNTY, FLORIDA PALM VISTA DEVELOPMENT WATERMAIN AND FORCEMAIN

100% DESIGN



KEY MAP
NOT TO SCALE

CONTACTS

CITY OF PALM BAY UTILITY DEPARTMENT
CHRISTOPHER LITTLE, PE
250 OSWALD DRIVE
PALM BAY, FL 32909
TELEPHONE: (321) 952-3410

CITY UTILITIES

CITY OF PALM BAY PUBLIC WORKS DEPARTMENT
HECTOR PRADO, PE
1050 WALNUT RD
PALM BAY, FL 32909
TELEPHONE: (321) 952-3463

CITY PUBLIC WORKS

NEUBOURNE-TELLMAN WATER CONTROL DISTRICT
GARY TOSNA, PE
3950 WILSON RD
PALM BAY, FL 32907
TELEPHONE: (321) 723-7233

GOVERNMENTAL REGULATORY AGENCY

BREVARD COUNTY
PUBLIC WORKS-ENGINEERING
2755 ALICE FRON JAMESON HWY
VIERA, FL 32940
TELEPHONE: (321) 637-5437

COUNTY PUBLIC WORKS

FLORIDA CITY GAS
RON ROLLER
4180 S. US HIGHWAY 1
ROCKLEDGE, FL 32955
TELEPHONE: (321) 638-3424

GAS

FLORIDA POWER & LIGHT
FRANCY STERN
13700 QUAL ROOST DRIVE
MALE, FL 32157
TELEPHONE: (407) 325-7187

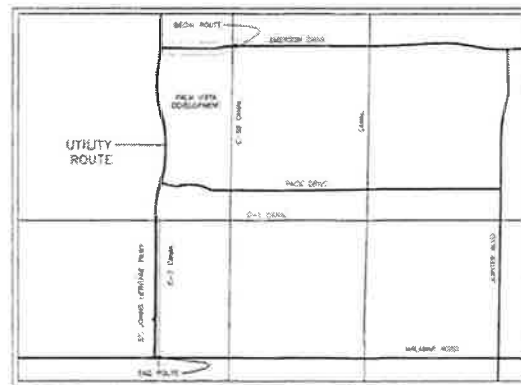
ELECTRIC

AT&T SOUTHEAST
SHARON ROBERT
712 FLORIDA AVENUE
ODDON, FL 32667
TELEPHONE: (321) 890-3386

TELEPHONE

BRIGHT HOUSE NETWORKS
KEVIN MURPHY
7271 MICHELLE AVENUE
NEUBOURNE, FL 32429
TELEPHONE: (321) 757-4533

CABLE & INTERNET



LOCATION MAP
SCALE: NOT TO SCALE

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PBU2096.01L	G-1
05-11-2018 100% DESIGN	



Know what's below.
Call before you dig.

ABBREVIATIONS

[illegible]

LEGEND

[illegible]

CITY OF PALM BAY UTILITIES DEPARTMENT
PALM VISTA DEVELOPMENT
WATERMAIN AND FORCEMAIN DESIGN

DISCUSSION AND CONCLUSIONS

1. The Contractor is

- 35 Sewallcut at concrete or asphalt driveway is shown only as noted on the plans.
- 36 All aboveground utilities (including pipes, cables and structures) located in the right of way shall not remain on the plans, nor be the responsibility and property of the City of Chicago or the Contractor. The Contractor shall be responsible for the removal of aboveground current pipe. Cuts to be located in clearing and grubbing items.
- 37 Driveway alterations and within the easement and are to be located as shown on the drawings.
- 38 B. All data is North American Vertical Datum of 1988 (NAVD-88).
- 39 To convert elevation from NAVD-88 to RGSN-22, add 1.57'.
- 40 Horizontal Station or Station or NAD 83.
- 41 Borehole was not as required. Elevation may be used on individual lots to indicate positive drainage flow within the basin.
- 42 Grading shall be done to (1) feet from proposed ditch bottom lines and related sections are as shown or required.
- 43 It is the Contractor's responsibility to maintain B (basement) and S (sewerage) construction throughout the project.
- 44 The Contractor shall submit a construction schedule (sequence of operations) prior to the pre-construction meeting.
- 45 The Contractor shall remove driveway aprons and driveway curbs when noted on plans and shall maintain curb grade for utility modifications.
- 46 All pipe fittings must be ductile iron mechanical joint in accordance with specification section 150000 and 160000.
- 47 The Contractor shall provide all manhole holes in accordance with design and records of these shall not conflict to be section dimensions in the field.
- 48 The Contractor is required to perform all work in accordance with the requirements of the various permits which are obtained prior to beginning construction.
- 49 All piping greater than 16-inches shall have 4 feet minimum cover. All piping 16-inches or less shall have 3 feet minimum cover. The Contractor shall have cut and cover to install all piping. All piping shall be installed in accordance with the minimum, vertical clearance from City of Chicago Public Works Utility Engineer must be obtained before installing any piping.
- 50 Where water mains cross other utilities, the cut length of water main pipe shall be centered above or below the other utilities so the water main joints will be as far as possible from the other utilities. Additionally, at street crossings, the pipes shall be cut to fit and the water main shall be cut to fit. The Contractor shall be responsible for any repairs to any existing or proposed utilities. The Contractor shall be responsible for any repairs to any existing or proposed utilities. The Contractor shall be responsible for any repairs to any existing or proposed utilities.
- 51 All existing, abandoned water, drainage, electric, telephone, gas, cable, and other utilities shall be located and marked by the Contractor. The Contractor shall be responsible for any repairs to any existing or proposed utilities.
- 52 The Contractor is solely responsible for the installation of the piping without interrupting the existing line in any way. The Contractor shall be responsible for any repairs to any existing or proposed utilities.
- 53 The Contractor shall not pour any oil or materials when water is present and shall install material forces between work and other work when necessary.
- 54 The Contractor is responsible for protecting driveways and all conditions, and report any discrepancies to the Engineer prior to commencement or continuation of ongoing construction.
- 55 The Contractor must comply with all United States Safety Standards and Requirements.
- 56 The Contractor shall locate all existing water mains at proposed 12-in. locations to verify exact location, size, location and material prior to ordering new materials.
- 57 All driveways and drainage culverts cover the required length of pipe under the driveway. The Contractor shall be responsible for the sections that require to be cut, backfill and soil piping.
- 58 The Contractor shall use trench box or shoring when excavating within 3 feet of edge

No Conflicts of Interest

- ### SPECIAL NOTES

4. No water and/or gutter water shall be released into the discharge in accordance with Annex C(2)(3). Such water tests shall be biologically tested in accordance with Annex C(2)(3) and shall comply with the following requirements. A likely acceptance will be present during the taking of 30 water samples.
- Water tests and force means shall be installed, prepared and kept tested in accordance with Annex C(2)(3) and Annex C(2)(3)(b). No water may be incorporated with Annex C(2)(3) (2) 47-555.325(2)(3)(b) and 47-555.325(2)(3)(c).
5. Fine material (solidification/gelling agents, settling and gelling materials, chemical and organic, liquids, gels, sprays and adhesives) shall be in accordance with the City of Palm Bay Utilities Department Stormwater Management, corresponding Annex C(2)(3)(b) and Annex C(2)(3)(c). The following information shall be provided in accordance with paragraph 47-555.325(2)(3)(b) and 47-555.325(2)(3)(c) and 47-555.325(2)(3)(d). F.A.C. The contractor shall maintain complete the use of test in accordance with Rule 47-555.325(2)(3)(b) and 47-555.325(2)(3)(c).
6. The Contractor shall be responsible for maintaining 100% minimum water and rainfall separation distances in accordance with Chapter 47-555.325(2)(3)(b) and 47-555.325(2)(3)(c).

¹ The Contractor also develops and provides a Summary

- 1 The Contractor shall develop and provide a Stormwater Pollution Prevention Plan (SWPPP), per City of Palo Alto Department of Public Works intent, prior to construction.
- 2 The Contractor shall provide and maintain an adequate erosion and sediment control program on the project and provide and maintain the right-of-way where work is accomplished in conjunction with the project, as to the present condition of water, detrimental effects to public or private property adjacent to the project and the erosion and sediment control measures to be implemented.
- 3 An erosion prevention control measure shall be in accordance with the latest edition of the FDOT "Highway and Traffic Design Standards" (Section 102.20) and 100.
- 4 The Contractor shall install water quality control devices as designated on the plans or as directed by the Engineer. Soil construction shall not commence until the erosion and sediment control measures are installed and a representative of the Engineer and the City of Palo Alto are present.
- 5 All erosion and sediment control devices shall remain in place until the disturbed area has completely stabilized and/or revegetated.
- 6 The Contractor shall maintain adequate soil moisture for seedlings and generated erosion on disturbed areas. Rain-water collected for hydrology (1% design storm) may not be utilized for erosion control. The City of Palo Alto will provide water for the Contractor's use if needed.
- 7 The Contractor shall inspect and repair devices to ensure proper functionality.
- 8 The Contractor shall be responsible for obtaining a permit for any applicable concerning permits.
- 9 The Contractor shall be responsible for obtaining a Permit to Remove Discharge

5. addition of new information to the existing body of knowledge or information on a particular subject or topic or field of study or research or investigation or activity or operation or process or procedure or method or technique or system or framework or structure or model or theory or concept or idea or principle or law or rule or formula or equation or theorem or proposition or statement or claim or assertion or conclusion or result or finding or discovery or invention or creation or development or progress or advancement or improvement or enhancement or refinement or modification or extension or generalization or specialization or clarification or elucidation or explanation or justification or validation or confirmation or verification or corroboration or support or reinforcement or strengthening or consolidation or stabilization or solidification or firming or bolstering or buttressing or underpinning or propping or shoring or bracing or reinforcing or strengthening or consolidating or stabilizing or solidifying or firming or bolstering or buttressing or underpinning or propping or shoring or bracing or reinforcing or strengthening or consolidating or stabilizing or solidifying or firming or bolstering or buttressing or underpinning or propping or shoring or bracing or reinforcing or strengthening or consolidating or stabilizing or solidifying or firming or bolstering or buttressing or underpinning or propping or shoring or bracing or reinforcing or strengthening or consolidating or stabilizing or solidifying or firming or bolstering or buttressing or underpinning or propping or shoring or bracing or reinforcing or strengthening or consolidating or stabilizing or solidifying or firming or bolstering or buttressing or underpinning or propping or shoring or bracing or reinforcing or strengthening or consolidating or stabilizing or solidifying or firming or bolstering or buttressing or underpinning or propping or shoring or bracing or reinforcing or strengthening or consolidating or stabilizing or solidifying or firming or bolstering or buttressing or underpinning or propping or shoring or bracing or reinforcing or strengthening or consolidating or stabilizing or solidifying or firming or bolstering or buttressing or underpinning or propping or shoring or bracing or reinforcing or strengthening or consolidating or stabilizing or solidifying or firming or bolstering or buttressing or underpinning or propping or shoring or bracing or reinforcing or strengthening or consolidating or stabilizing or solidifying or firming or bolstering or buttressing or underpinning or propping or shoring or bracing or reinforcing or strengthening or consolidating or stabilizing or solidifying or firming or bolstering or buttressing or underpinning or propping or shoring or bracing or reinforcing or strengthening or consolidating or stabilizing or solidifying or firming or bolstering or buttressing or underpinning or propping or shoring or bracing or reinforcing or strengthening or consolidating or stabilizing or solidifying or firming or bolstering or buttressing or underpinning or propping or shoring or bracing or reinforcing or strengthening or consolidating or stabilizing or solidifying or firming or bolstering or buttressing or underpinning or propping or shoring or bracing or reinforcing or strengthening or consolidating or stabilizing or solidifying or firming or bolstering or buttressing or underpinning or propping or shoring or bracing or reinforcing or strengthening or consolidating or stabilizing or solidifying or firming or bolstering or buttressing or underpinning or propping or shoring or bracing or reinforcing or strengthening or consolidating or stabilizing or

1. All work within the Mosler Road right-of-way and comply with all County Standards and Regulations.
2. Provide County General Notes and Details as published in Standard

- All work within Washington-Eaton Water Control District (WEWCD) and right-of-way shall comply with the approved permit and the WEWCD Permitting Policy Manual (December 6, 2017 and any updates).

© 2005 Blackwell Publishing Ltd, *Journal of Internal Medicine* 258: 103–110

- All ways within the St. Johns Heritage Parkway, Emerson Drive and Potts Drive east right-of-way shall comply with all City of Littleton sign code at Public Works Manual Dist. 08-00-0006, [http://www.littleton.org/pwmanual](#).

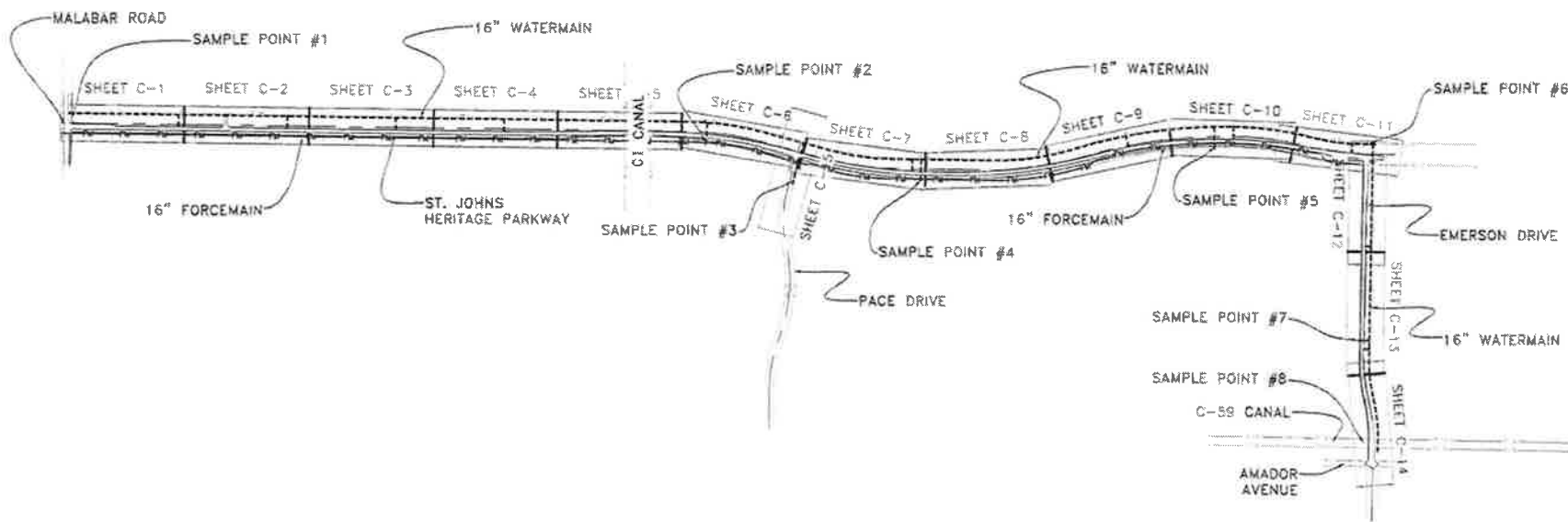


**FALM VISTA DEVELOPMENT
WATERMAIN AND FORCEMAIN DESIGN**

500-163-8000

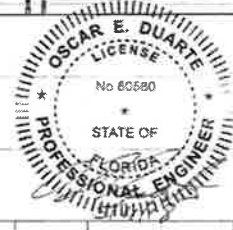
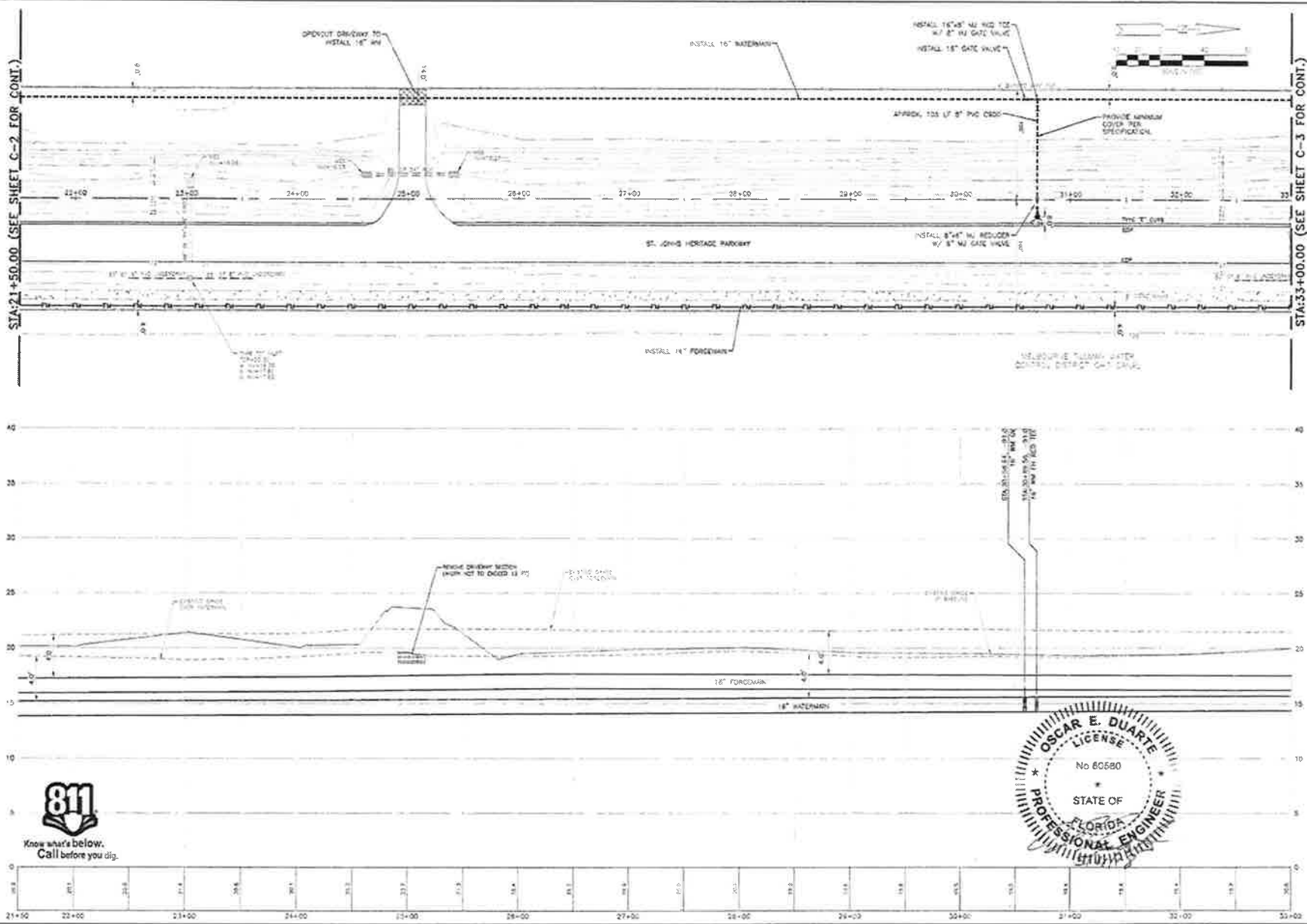
39

G-3



CITY OF PALM BEACH UTILITIES DEPARTMENT PALM VISTA DEVELOPMENT WATERMAIN AND FORCEMAIN DESIGN	
KEY PLAN	
PBL 2018-011	
G-4	

DATE: 01/11/2017
PROJECT: PALM VISTA DEVELOPMENT
SHEET: C-2
SCALE: 1" = 40'



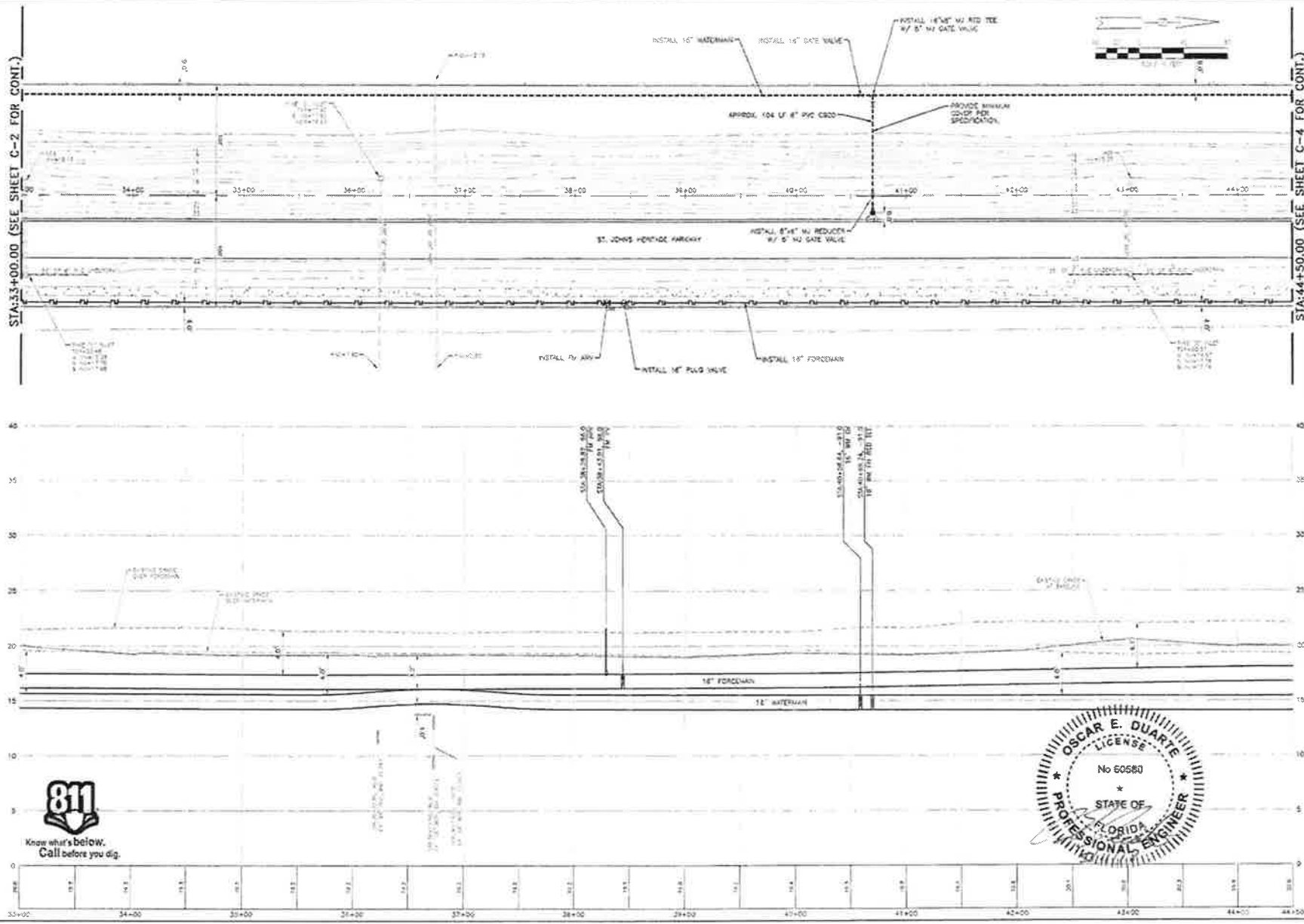
Wade Trim

CITY OF PALM BEACH UTILITIES DEPARTMENT
PALM VISTA DEVELOPMENT
WATERMAIN AND FORCEMAIN DESIGN
HERITAGE PARKWAY PLAN AND PROFILE
STA 21+00 TO STA 33+00

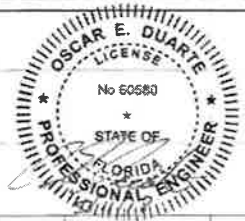
C-2

811
Know what's below.
Call before you dig.

STA: 33+00.00 (SEE SHEET C-2 FOR CONT.)



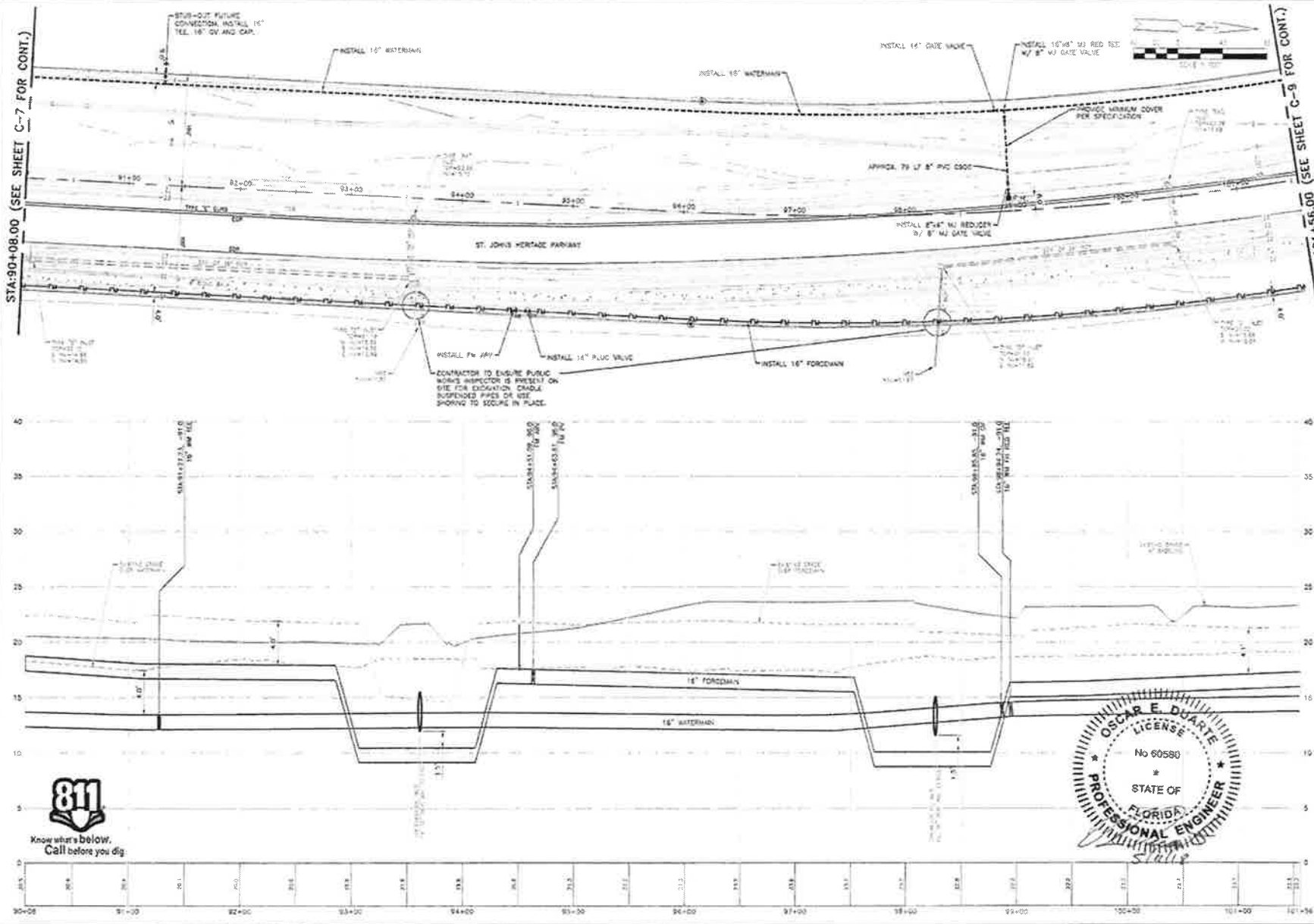
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CITY OF PALM BEACH UTILITIES DEPARTMENT
PALM VISTA DEVELOPMENT
WATERMAIN AND FORCEMAIN DESIGN
HERITAGE PARKWAY PLAN AND PROFILE
STA: 33+00.00 TO STA: 44+50.00

PHU2095.011

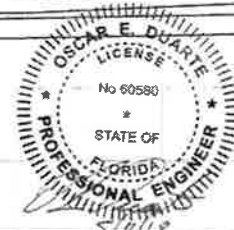
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STA: 101+56.00 (SEE SHEET C-9 FOR CONT.)

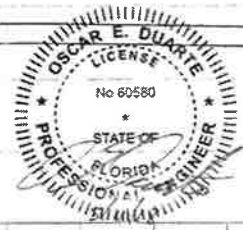
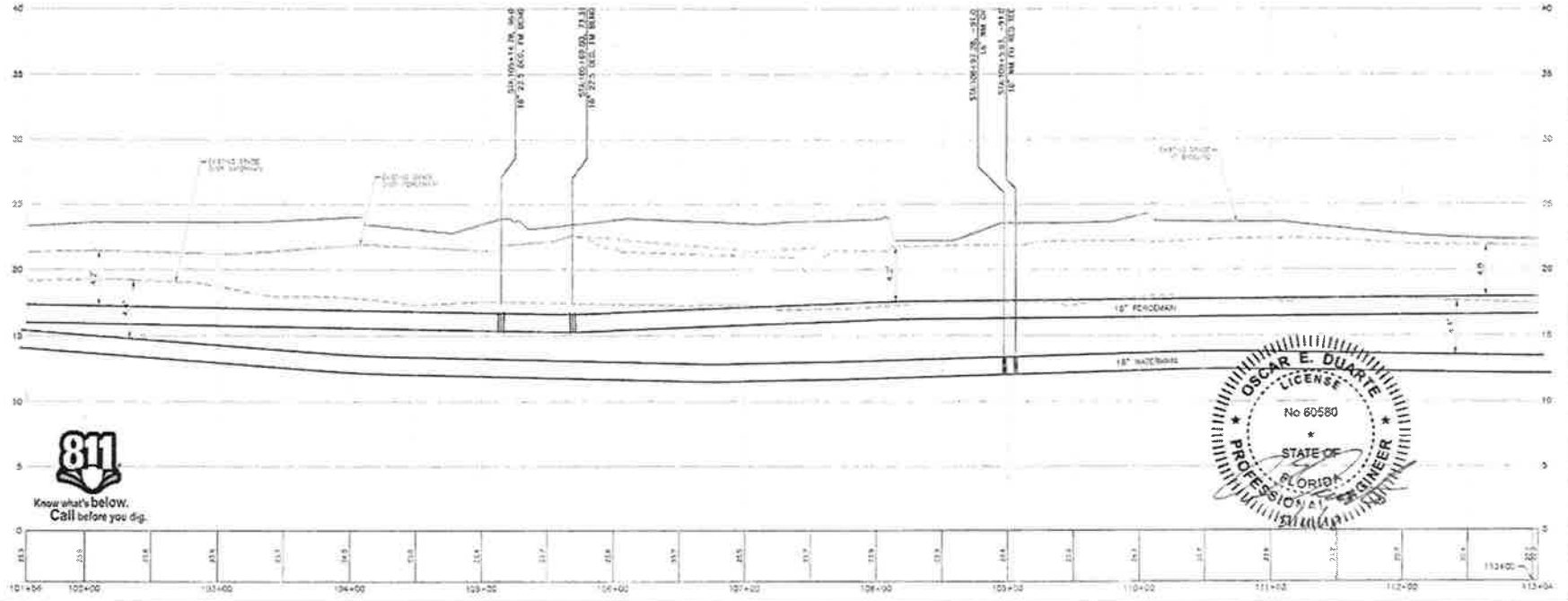
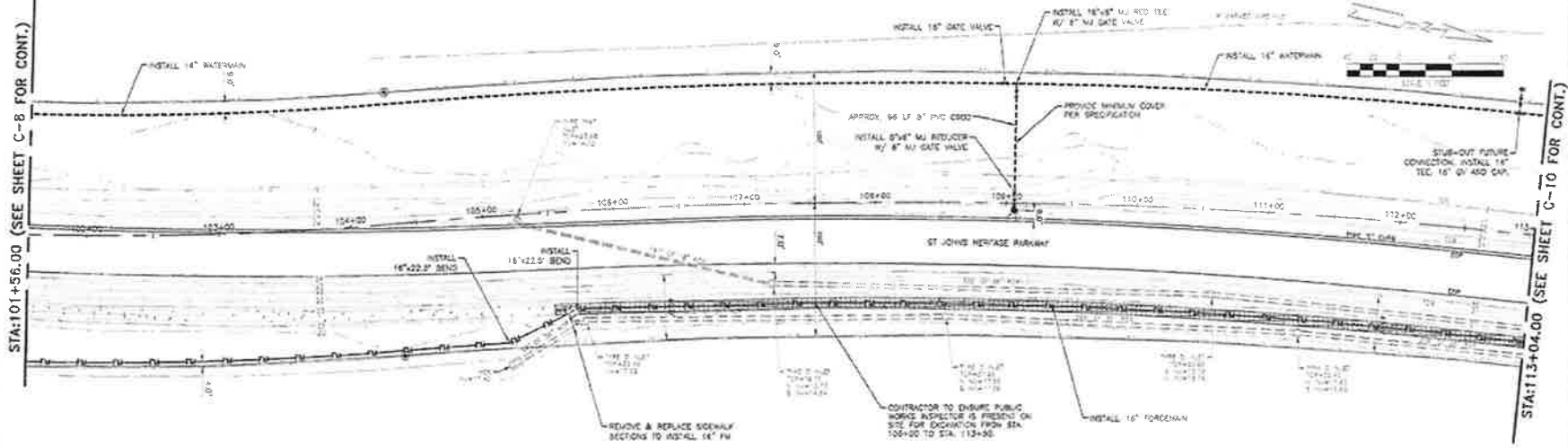


Know what's below.
Call before you dig.



CITY OF PALM BEACH UTILITIES DEPARTMENT
PALM VISTA DEVELOPMENT
WATERMAIN AND FORCEMAIN DESIGN
HERITAGE PARKWAY PLAN AND PROFILE
STA 90+08.00 TO STA 101+56.00

STA:101+56.00 (SEE SHEET C-8 FOR CONT.)



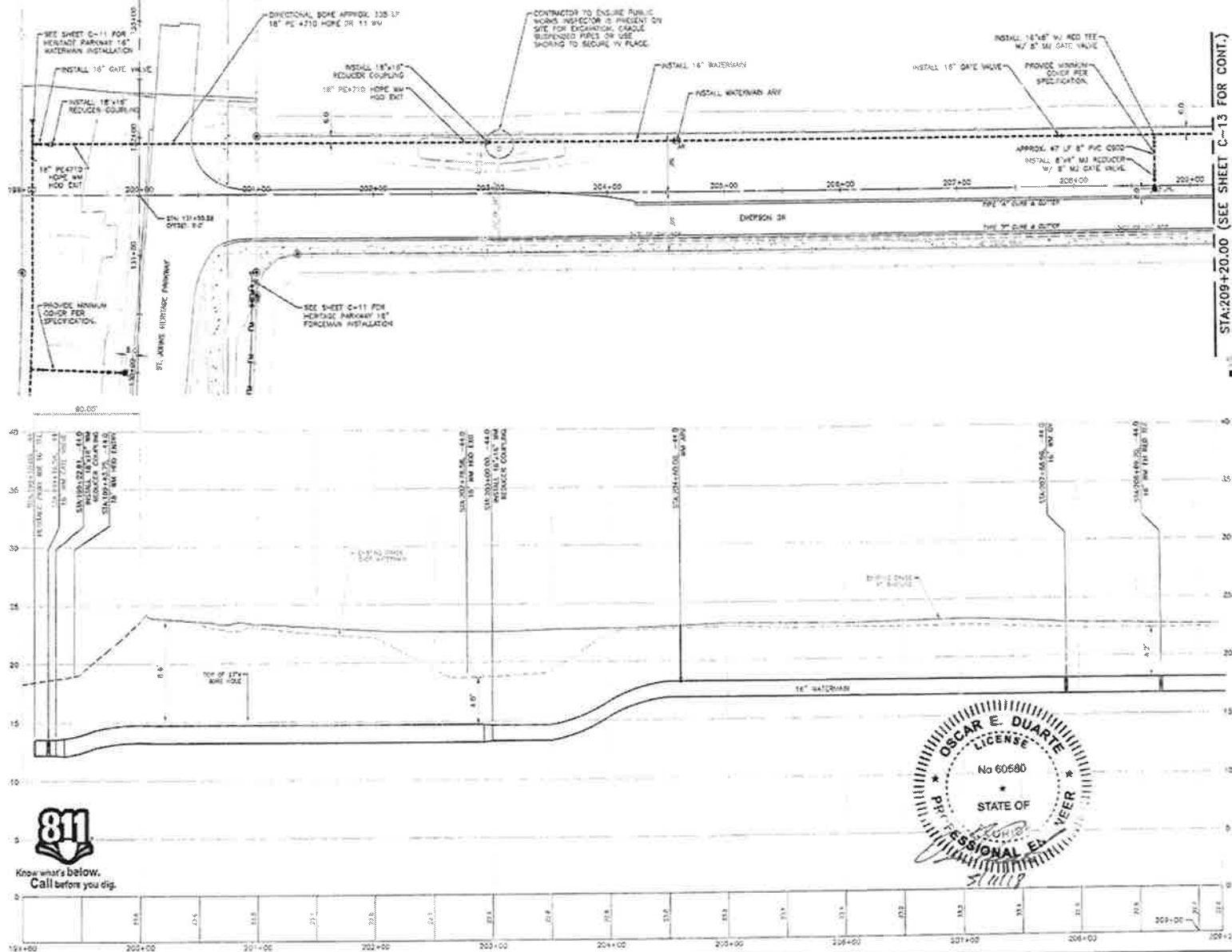
CITY OF PALM BEACH UTILITIES DEPARTMENT
PALM VISTA DEVELOPMENT
WATERMAIN AND FORCEMAIN DESIGN
HERITAGE PARKWAY PLAN AND PROFILE
STATION 101+56.00 TO STN. 113+04.00

PRJ2096.C11

DATE: 11/19/2018 10:41 AM
 DRAWN BY: J. TRIM
 CHECKED BY: J. TRIM
 PROJECT: PALM VISTA DEVELOPMENT
 SHEET: C-12



Know what's below.
 Call before you dig.



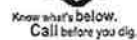
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CITY OF PALM BEACH UTILITIES DEPARTMENT
 PALM VISTA DEVELOPMENT
 WATERMAIN AND FORCEMAIN DESIGN
 WASHINGTON DRIVE PLAN AND PROFILE
 STA:199+00 TO STA:209+00



C-13

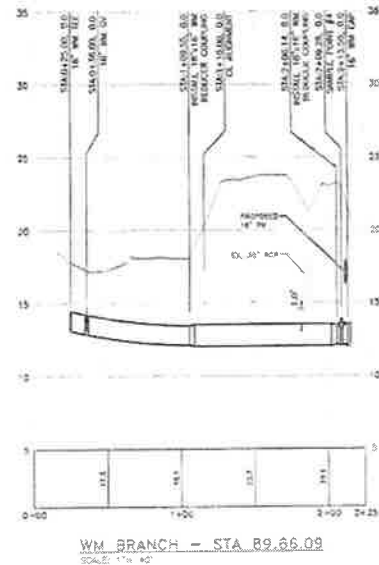
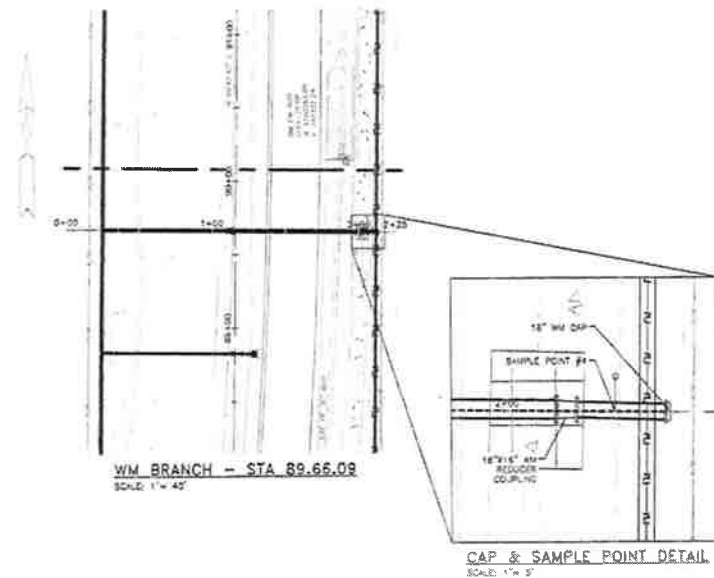
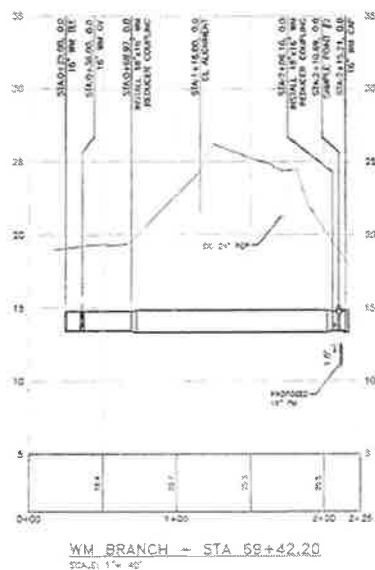
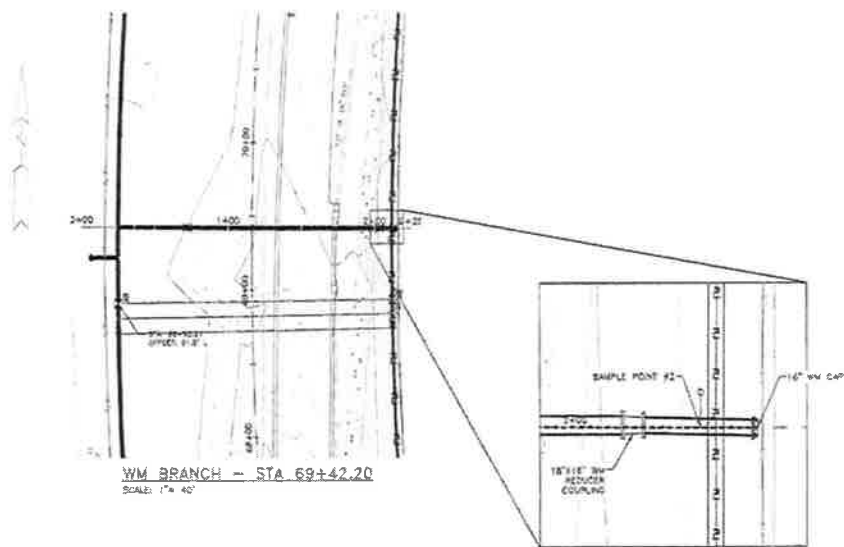


CITY OF PALM BEACH UTILITIES DEPARTMENT
PALM VISTA DEVELOPMENT
WATERMAIN AND FORCEMAIN DESIGN
PACIFIC DRIVE PLAN AND PROFILE
STA 1+50.00 TO STA 1+51.00.00



WADE
TRIM

C-15



W. H. H. H.
5/11/18



Know what's below.
Call before you dig.

CITY OF PALM BAY UTILITIES DEPARTMENT
PALM VISTA DEVELOPMENT
WATERMAIN AND FORCEMAIN DESIGN

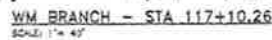
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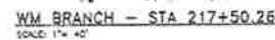
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PEU2096.01L

C-16



CAP & SAMPLE POINT DETAIL
SCALE: 1" = 5'



CAP & SAMPLE POINT DETAIL
SCALE: 1" = 3'



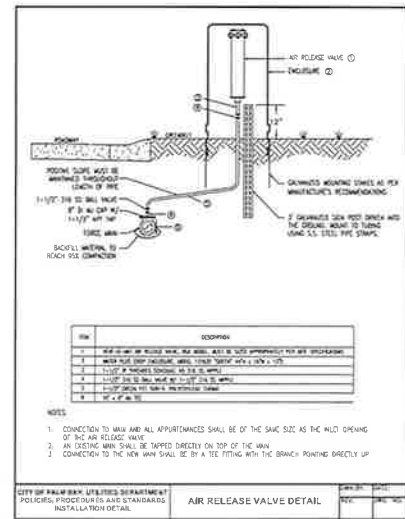
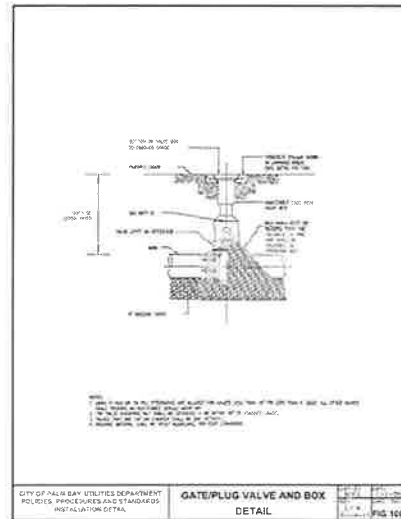
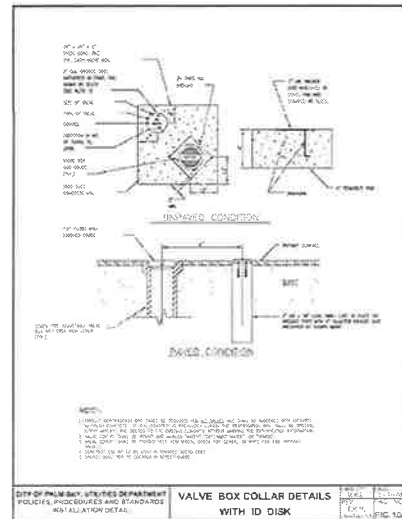
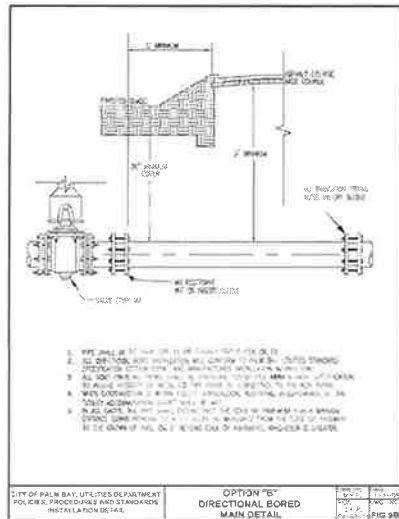
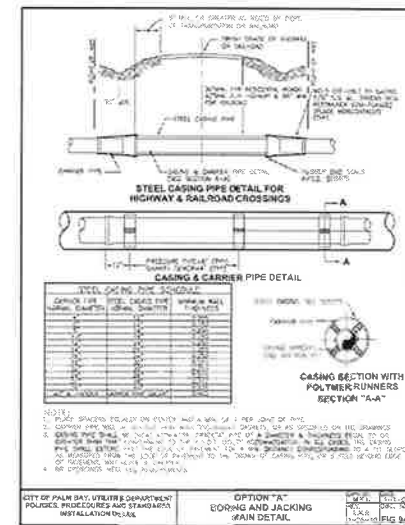
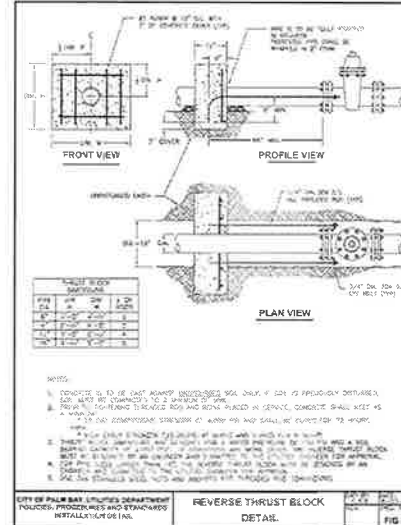
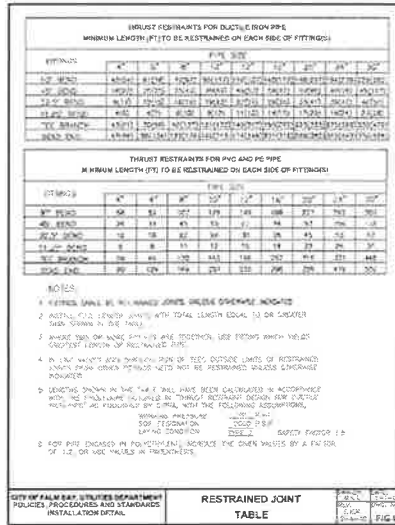


EXHIBIT 6

STATEMENT OF ESTIMATED REGULATORY COSTS

STATEMENT OF ESTIMATED REGULATORY COSTS

Everlands Community Development District

1.0 Introduction

1.1 Purpose

This statement of estimated regulatory costs ("SERC") supports the petition to expand the boundaries of Everlands Community Development District ("District" or "CDD"). The District is a unit of special purpose local government established pursuant to Chapter 190, Florida Statutes by Ordinance 2020-17 of the City of Palm Bay ("City"), Florida, adopted on March 5, 2020 (the "Ordinance"). The District is currently comprised of approximately 50.4 +/- acres, a residential community located in the City. The District desires to expand its boundaries by adding approximately 291.11 +/- acres.

The District will provide community infrastructure that will serve all the land in the District, including the proposed expansion area. The District plans to provide community infrastructure including, but not necessarily limited to, water management system, sewer system, surface water management system and landscaping (the "Infrastructure"). The District plans to finance the Infrastructure by issuing bonds ("Bonds") secured by, among other things, proceeds of non-ad valorem special assessments (the "Assessments") levied on land within the District that will specially benefit from the Infrastructure all as discussed more fully below. The District will be responsible for providing the services and facilities associated with the Infrastructure and the costs associated therewith which will be borne solely by the property owners within the District.

1.2 Scope of the Analysis

The limitations on the scope of this SERC are explicitly set out in Section 190.002(2) (d), *Fla.Stat.* (governing District formation or alteration) as follows:

"That the process of establishing such a district pursuant to uniform general law shall be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant (emphasis added)."

As noted above, the District will provide Infrastructure and related services with operation and maintenance, for the original boundaries and the proposed expansion area. The current development plan for the land contained in the District consists of single-family units, townhome and villas. These plans are subject to change as market conditions may dictate in the future.

1.3 Requirements for Statement of Estimated Regulatory Costs.

Section 120.541(2), F.S., defines the elements a statement of estimated regulatory costs must contain:

(a) An economic analysis showing whether the rule directly or indirectly:

1. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the rule;

2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after implementation of the rule; or

3. Is likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the rule.

(b) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

(c) A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state and local revenues.

(d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local governmental entities, required to comply with the requirements of the rule. As used in this paragraph, "transactional costs" are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, and the cost of monitoring and reporting, and any other costs necessary to comply with the rule.

(e) An analysis of the impact on small businesses as defined by Section 288.703, F.S., and an analysis of the impact on small counties and small cities as defined by Section 120.52, *Fla.Stat.* The impact analysis for small businesses must include the basis for the agency's decision not to implement alternatives that would reduce adverse impacts on small businesses.

(f) Any additional information that the agency determines may be useful.

(g) In the statement or revised statement, whichever applies, a description of any regulatory alternatives submitted under paragraph (1) (a)[of Section 120.541, *Fla. Stat.*]

and either a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

- 2.0 (a) An economic analysis showing whether the rule directly or indirectly is likely to (1) have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the rule; (2) have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after implementation of the rule; or (3) increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the rule.**

It is unlikely the establishment/creation of the District will meet any of the triggers in Section 120.541(2)(a), *Fla. Stat.* The basis for this determination is provided in the discussions in Section 3.0 through Section 6.0 herein.

- 3.0 A good faith estimate of the number of individuals and entities likely to be required to comply with the ordinance, together with a general description of the types of individuals likely to be affected by the ordinance.**

As noted above, the District is currently a residential community. The expansion is designed for residential units. The expansion of the District would put all these areas under the jurisdiction of the District. All of the ultimate property owners in the District will be required to comply with District rules and their properties will be encumbered with District obligations to pay for Infrastructure and operation and maintenance expenses incurred by the District. Based on the current development program the following entities and individuals would be affected by the formation of the District: the owners and occupants of the residential units within the District.

- 4.0 Good faith estimate of the cost to state and local government entities, of implementing and enforcing the proposed ordinance, and any anticipated effect on state and local revenues.**

- 4.1 Costs to Governmental Agencies of Implementing and Enforcing Ordinance**

State Governmental Entities

The cost to State entities to review or enforce the proposed ordinance will be very modest. The District comprises less than 2,500 acres. Therefore, the City will review and act upon the petition to expand the boundaries of the District.

There are minimal additional ongoing costs to various State entities to implement and enforce the proposed ordinance. The District is a special purpose unit of local government, and it is required to file various reports to the State of Florida, the Department of Economic Opportunity and other agencies of the State. The filing

requirements are outlined in Appendix A. However, the additional costs to the State and its various departments to process the additional filings from the District are very low, since the State routinely processes filings from over 500 similar districts. Finally, the filing fees paid by the District are designed to offset any additional costs to the State.

City of Palm Bay

This petition to expand the boundaries of the District will require the City to review the petition and its supporting exhibits. In addition, the City will hold public hearings to discuss the petition and to take public input. These activities will absorb staff time and time of the City Council. The proposed expansion of District property is located within the City of Palm Bay.

However, the costs of these activities are very modest at most for the following reasons. First, the review of this petition to expand the District does not include an analysis of the Project itself. In fact, such a review of the Project is prohibited by statute. Second, the petition contains all of the information necessary for its review. Third, the City already has all of the staff necessary to review the petition. Fourth, no capital costs are involved in the review. Fifth, the City routinely processes similar petitions for land use and zoning changes that are far more complicated than this petition to form the District.

4.2 Impact on State and Local Revenues

Adoption of the proposed ordinance expanding the District will have no negative impact on State or local revenues. The District is an independent unit of local government. It is designed to provide community facilities and services to serve the development. It has its own sources of revenue. No State or local subsidies are required or expected.

In this regard it is important to note that any debt obligations incurred by the District to construct its infrastructure, or for any other reason, are not debts of the State of Florida or any other unit of local government except the District. By State law, debts of the District are strictly its own responsibility.

5.0 A good faith estimate of the transactional costs likely to be incurred by individuals and entities required to comply with the requirements of the ordinance

The District will provide Infrastructure and related services to the land in the District, including water management system, sewer system, surface water management system and landscaping.

Petitioners have estimated the costs for providing the Infrastructure to the expansion areas of the District are estimated to be approximately 41.3 million dollars. To fund this construction program, in whole or in part, the District may issue Bonds, which will be repaid through non-ad valorem assessments levied on all lands in the District that benefit from the District's Infrastructure and related services.

Prospective future landowners in the District may be required to pay non-ad valorem assessments levied by the District to secure the debt incurred through Bonds. In addition to the levy of non-ad valorem assessments for debt service, the District may also impose a non-ad valorem assessment to fund the operations and maintenance of the District and its facilities and services.

It is important to note that the various costs are typical for developments of the type contemplated here. In other words, there is nothing peculiar about the District's financing that requires additional infrastructure over and above what would normally be needed. Therefore, these costs are not in addition to normal development costs. Instead, the facilities and services provided by the District are substituting in part for developer-provided infrastructure and facilities. Along these same lines, District-imposed assessments for operations and maintenance costs are similar to what would be charged in any event by a property owners' association common to most master planned developments.

Real estate markets are quite efficient, because buyers and renters evaluate all of the costs and benefits associated with various alternative locations. Therefore, market forces preclude developers from marking up the prices of their products beyond what the competition allows. To remain competitive the operations and maintenance charges must also be in line with the competition.

Furthermore, locating in the District by new landowners is completely voluntary. So, ultimately, all owners and users of the affected property choose to accept the District's costs in tradeoff for the benefits that the District provides.

The District is an alternative means to finance necessary community services. District financing is no more expensive, and often less expensive, than the alternatives of a municipal service taxing unit (MSTU), a neighborhood association, or through developer bank loans.

6.0 An analysis of the impact on small businesses as defined by Section 288.703, F.S., and an analysis of the impact on small counties and small cities as defined by Section 120.52, F.S.

There will be no impact on small businesses because of the formation of the proposed District.

The development is located in the City of Palm Bay. As of the Census date, the 2010 Census, the City of Palm Bay has a population in excess of 100,000 people. Therefore, the proposed District is not located in a City defined as a "small city", according to Section 120.52, Fla. Stat.

7.0 Any additional useful information.

The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of regulatory costs and benefits.

Inputs were received from Petitioner and other professionals associated with Petitioner.

**APPENDIX A
LIST OF REPORTING REQUIREMENTS**

REPORT	FLORIDA STATUTE CITE	DATE
Annual Financial Audit	11.45	12 months after end of fiscal year
Annual Financial Report	218.32	within 45 days of financial audit completion, but no later than 9 months after end of fiscal year
TRIM Compliance Report	200.068	30 days after adoption of assessment resolution
Form 1 - Limited Financial Disclosure	112.3144	by July 1
Public Depositor Report	280.17	by November 30
Proposed Budget	190.008	sixty (60) days prior to adoption of final budget
Public Meetings Schedule	189.015	quarterly, semiannually, or annually
Bond Report	218.38	When issued

EXHIBIT 7

RESOLUTION OF BOARD OF SUPERVISORS OF DISTRICT

RESOLUTION NO. 2021-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EVERLANDS COMMUNITY DEVELOPMENT DISTRICT AMENDING RESOLUTION 2020-16 TO PROVIDE FOR THE CORRECT ACREAGE, AUTHORIZING DISTRICT COUNSEL AND DISTRICT STAFF TO FILE A PETITION WITH CITY OF PALM BAY, FLORIDA TO EXPAND THE BOUNDARIES OF THE DISTRICT; AND PROVIDE AN EFFECTIVE DATE.

WHEREAS, on June 12, 2020, the Board of Supervisors ("Board") approved Resolution 2020-16 authorizing District counsel and staff to file a petition with City of Palm Bay, Florida to expand boundaries of the District; and

WHEREAS, the acreage provided in Resolution No. 2020-16 of 1,913.23 acres was incorrect and the correct acreage for the expansion area is approximately 291.11 +/- acres.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE EVERLANDS COMMUNITY DEVELOPMENT DISTRICT, THAT:

SECTION 1. The foregoing recitals clauses are true and correct and are hereby incorporated into this Resolution by reference.

SECTION 2. The District hereby authorizes, ratifies and confirms the filing with City of Palm Bay, Florida, of a petition to expand the boundaries of the District to include the area described in Exhibit "A" attached hereto (the "Expansion Area"), all in accordance with Section 190.046, Florida Statutes.

SECTION 3. The proper District officials are hereby authorized and directed to take all steps necessary to effectuate the intent of this Resolution.


SECTION 4. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. If any clause, section or other part or application of this Resolution is held by court of competent jurisdiction to be unconstitutional or invalid, in part or as applied, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 6. This Resolution shall take effect upon adoption.

THIS RESOLUTION WAS PASSED AND ADOPTED THIS 14th DAY OF May,
2021.

**EVERLANDS COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Secretary/Assistant Secretary

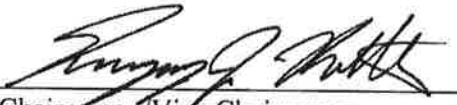
By: 
Chairperson/Vice Chairperson

Exhibit "A"

EVERLANDS MEDLEY

PART OF THOSE LANDS LYING NORTH OF PACE DRIVE, EAST OF ST. JOHNS HERITAGE PARKWAY, SOUTH OF EMERSON DRIVE AND WEST OF MELBOURNE-TILLMAN WATER CONTROL DISTRICT CANAL C-59, LYING AND BEING IN SECTIONS 20, 21, 28, AND 29, TOWNSHIP 28 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID PACE DRIVE, (AN 80.00 FOOT WIDE PUBLIC RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORDS BOOK 6149, PAGE 2602, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA), AND RUN N00°42'46"E, ALONG THE WEST RIGHT-OF-WAY LINE OF SAID MELBOURNE-TILLMAN WATER CONTROL DISTRICT CANAL C-59, A DISTANCE OF 4024.65 FEET TO THE NORTH LINE OF SAID SECTION 28; THENCE N89°45'59"E, ALONG SAID NORTH LINE AND CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 7.00 FEET; THENCE N00°44'56"E, CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 1489.36 FEET TO THE SOUTHEAST CORNER OF SAID EMERSON DRIVE, (A 100.00 FOOT WIDE PUBLIC RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORDS BOOK 6149, PAGE 2602, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA); THENCE WESTERLY ALONG THE ARC OF THE CURVED SOUTH RIGHT-OF-WAY LINE OF SAID EMERSON DRIVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 1390.00 FEET, A CENTRAL ANGLE OF 11°58'18", A CHORD LENGTH OF 289.91 FEET AND A CHORD BEARING OF S84°04'50"W), A DISTANCE OF 290.44 FEET TO THE END OF SAID CURVE; THENCE S78°05'41"W, CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 102.96 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 1650.00 FEET, A CENTRAL ANGLE OF 05°23'59", A CHORD LENGTH OF 155.45 FEET AND A CHORD BEARING OF S80°47'41"W), A DISTANCE OF 155.50 FEET TO THE NORTHEAST CORNER OF COMMERCIAL PARCELS C-10 THROUGH C-12, AS DESCRIBED IN OFFICIAL RECORDS BOOK 5750, PAGE 7950, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE S00°40'06"W, ALONG THE EAST LINE OF SAID COMMERCIAL PARCELS C-10 THROUGH C-12, A DISTANCE OF 312.92 FEET TO THE SOUTHEAST CORNER OF SAID COMMERCIAL PARCELS C-10 THROUGH C-12; THENCE N89°19'54"W, ALONG THE SOUTH LINE OF SAID COMMERCIAL PARCELS C-10 THROUGH C-12, A DISTANCE OF 899.66 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE TO THE RIGHT AND THE SOUTHWEST CORNER OF SAID COMMERCIAL PARCELS C-10 THROUGH C-12; THENCE ALONG THE WEST LINE OF SAID COMMERCIAL PARCELS C-10 THROUGH C-12, THE FOLLOWING 3 (THREE) COURSES AND DISTANCES; 1) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE EAST AND HAVING A RADIUS OF 910.00 FEET, A CENTRAL ANGLE OF 08°38'41", A CHORD LENGTH OF 137.17 FEET AND A CHORD BEARING OF N03°39'15"W), A DISTANCE OF 137.30 FEET TO THE END OF SAID CURVE; 2) THENCE N00°40'06"E A DISTANCE OF 128.22 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; 3) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD LENGTH OF 49.50 FEET AND A CHORD BEARING OF N45°40'06"E), A DISTANCE OF 54.98 FEET TO A CUSP OF CURVE AND A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SAID EMERSON DRIVE; THENCE N89°19'54"W, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 150.00 FEET TO A CUSP OF CURVE AND A POINT ON THE BOUNDARY OF COMMERCIAL PARCELS C-13 THROUGH C-16, AS DESCRIBED IN OFFICIAL RECORDS BOOK 5750, PAGE 7950, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY OF SAID COMMERCIAL PARCELS C-13 THROUGH C-16, THE FOLLOWING 4 (FOUR) COURSES AND DISTANCES; 1) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD LENGTH OF 49.50 FEET AND A CHORD BEARING OF S44°19'54"E) A DISTANCE OF 54.98 FEET TO THE END OF SAID CURVE; 2) THENCE S00°40'06"W A DISTANCE OF 128.22 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; 3) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE EAST AND HAVING A RADIUS OF 990.00 FEET, A CENTRAL ANGLE OF

07°56'29", A CHORD LENGTH OF 137.11 FEET AND A CHORD BEARING OF S03°18'09"E), A DISTANCE OF 137.22 FEET TO THE SOUTHEAST CORNER OF SAID COMMERCIAL PARCELS C-13 THROUGH C-16; 4) THENCE N89°19'54"W A DISTANCE OF 1052.38 FEET TO THE SOUTHWEST CORNER OF SAID COMMERCIAL PARCELS C-13 THROUGH C-16 AND A NON-TANGENT INTERSECTION WITH THE CURVED EAST RIGHT-OF-WAY LINE OF SAID ST. JOHNS HERITAGE PARKWAY, (A 200.00 FOOT WIDE PUBLIC RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORDS BOOK 7491, PAGE 1713, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA); THENCE ALONG SAID EAST RIGHT-OF-WAY LINE THE FOLLOWING 8 (EIGHT) COURSES AND DISTANCES; 1) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 2200.00 FEET, A CENTRAL ANGLE OF 06°09'07", A CHORD LENGTH OF 236.11 FEET AND A CHORD BEARING OF S11°13'05"W), A DISTANCE OF 236.22 FEET TO THE A POINT OF REVERSE CURVATURE; 2) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 2700.00 FEET, A CENTRAL ANGLE OF 14°17'39", A CHORD LENGTH OF 671.85 FEET AND A CHORD BEARING OF S07°08'50"W), A DISTANCE OF 673.60 FEET TO THE END OF SAID CURVE; 3) THENCE S00°00'00"E A DISTANCE OF 58.06 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; 4) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 4500.00 FEET, A CENTRAL ANGLE OF 17°24'15", A CHORD LENGTH OF 1361.68 FEET AND A CHORD BEARING OF S08°42'08"E), A DISTANCE OF 1366.93 FEET TO A POINT OF REVERSE CURVATURE; 5) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 2700.00 FEET, A CENTRAL ANGLE OF 18°06'58", A CHORD LENGTH OF 850.15 FEET AND A CHORD BEARING OF S08°20'46"E), A DISTANCE OF 853.70 FEET TO THE END OF SAID CURVE; 6) THENCE S00°42'43"W A DISTANCE OF 893.10 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; 7) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 2697.00 FEET, A CENTRAL ANGLE OF 14°26'59", A CHORD LENGTH OF 678.37 FEET AND A CHORD BEARING OF S07°56'12"W), A DISTANCE OF 680.17 FEET TO THE END OF SAID CURVE; 8) THENCE S15°09'41"W A DISTANCE OF 180.00 FEET TO THE NORTHWEST CORNER OF SAID PACE DRIVE AND THE BEGINNING OF A CURVE TO THE LEFT; THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID PACE DRIVE, THE FOLLOWING 6 (SIX) COURSES AND DISTANCES; 1) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 90°02'36" A CHORD LENGTH OF 49.52 FEET AND A CHORD BEARING OF S29°51'36"E), A DISTANCE OF 55.00 FEET TO THE END OF SAID CURVE; 2) THENCE S74°52'54"E A DISTANCE OF 221.98 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; 3) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTH AND HAVING A RADIUS OF 1060.00 FEET, A CENTRAL ANGLE OF 27°34'32", A CHORD LENGTH OF 505.25 FEET AND A CHORD BEARING OF S88°40'09"E), A DISTANCE OF 510.16 FEET TO A POINT OF REVERSE CURVATURE; 4) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 1580.00 FEET, A CENTRAL ANGLE OF 32°56'36", A CHORD LENGTH OF 895.99 FEET AND A CHORD BEARING OF S85°59'07"E), A DISTANCE OF 908.45 FEET TO A POINT OF REVERSE CURVATURE; 5) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTH AND HAVING A RADIUS OF 1462.49 FEET, A CENTRAL ANGLE OF 20°44'51", A CHORD LENGTH OF 526.69 FEET AND A CHORD BEARING OF S79°53'15"E), A DISTANCE OF 529.58 FEET TO THE END OF SAID CURVE; 6) THENCE N89°44'20"E A DISTANCE OF 298.01 FEET TO THE POINT OF BEGINNING, CONTAINING 291.11 ACRES, MORE OR LESS.

ORDINANCE 2021-51

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING ORDINANCE 2020-17, WHICH ESTABLISHED THE EVERLANDS COMMUNITY DEVELOPMENT DISTRICT (CDD), BY EXPANDING THE DESIGNATED LAND AREA FOR WHICH THE CDD WOULD EXERCISE SPECIAL POWERS RELATED THERETO; PROVIDING FOR THE REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Palm Bay enacted Ordinance 2020-17, on March 5, 2020, which established the Everlands Community Development District (CDD), and

WHEREAS, a petition to amend the CDD has been submitted by Gregory Jason Pettibon and Michael Meyers, Chairman and Vice President of the CDD, respectively, and

WHEREAS, the petition is to expand the designated land area for which the CDD would exercise special powers, including but not limited to, a water management system, sewer system, surface water management system, and roadway improvements.

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

SECTION 1. The City Council of the City of Palm Bay hereby amends Ordinance 2020-17, by expanding the designated land area for which the CDD would exercise special powers, as identified in the "Petition", attached hereto as Exhibit "A", and made an integral part hereof.

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. 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.

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

Rob Medina, MAYOR

ATTEST:

Terese M. Jones, CITY CLERK

Reviewed by CAO: _____

ORDINANCE 2021-51

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING ORDINANCE 2020-17, WHICH ESTABLISHED THE EVERLANDS COMMUNITY DEVELOPMENT DISTRICT (CDD), BY EXPANDING THE DESIGNATED LAND AREA FOR WHICH THE CDD WOULD EXERCISE SPECIAL POWERS RELATED THERETO; PROVIDING FOR THE REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE.

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WHEREAS, the petition is to expand the designated land area for which the CDD would exercise special powers, including but not limited to, a water management system, sewer system, surface water management system, and roadway improvements.

WHEREAS, The City Council, after published notice conducted a public hearing on the petition as required by law and determined the following:

1. The petition meets the requirements of section 190.005(1)(a)1. and 5.-8, includes the required consent and the statements contained within the petition have been found to be true and correct.

2. Establishment of the district is not inconsistent with any applicable element or portion of the state comprehensive plan or of the City of Palm Bay's comprehensive plan.

3. The area of land within the proposed district is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as one functional interrelated community.

4. The district is the best alternative available for delivering community development services and facilities to the area that will be served by the district.

5. The community development services and facilities of the district will not be incompatible with the capacity and uses of existing local and regional community development services and facilities.

6. The area that will be served by the district is amenable to separate special-district government.

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

SECTION 1. The City Council of the City of Palm Bay hereby amends Ordinance 2020-17, by expanding the designated land area for which the CDD would exercise special powers, as identified in the "Petition", attached hereto as Exhibit "A", and made an integral part hereof.

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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.

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

Rob Medina, MAYOR

ATTEST:

Terese M. Jones, CITY CLERK

Reviewed by CAO: _____



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joan Junkala-Brown, Acting City Manager

THRU: Mehul Parekh, Public Works Director

DATE: 9/2/2021

RE: Ordinance 2021-56, vacating portions of the rear and side public utility and drainage easements located within Lots 16, 17, and 18, Block 1983, Port Malabar Unit 40 (Case VE-5-2021, Azzurri Property Holdings Inc.), first reading.

This is a request to vacate the North 10 feet of the North 10 foot Public Utility and Drainage Easement and East 6 foot Public Utility and Drainage Easement, more or less of Lot 16; vacate the North 10 feet of the North 10 foot Public Utility and Drainage Easement, more or less of Lot 17; vacate the North 10 feet of the North 10 foot Public Utility and Drainage Easement and West 6 foot Public Utility and Drainage Easements, more or less of Lot 18, Block 1983, Port Malabar Unit 40, according to the Plat thereof, as Recorded in Plat Book 21, Pages 29-33, of the Public Records of Brevard County, Florida, for concrete wall that is required by the City of Palm Bay for residential properties abutting this development.

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

AT&T has no objection to vacating the North 10 feet of the North 10 foot Public Utility and Drainage Easement and East 6 foot Public Utility and Drainage Easement, more or less of Lot 16; vacate the North 10 feet of the North 10 foot Public Utility and Drainage Easement, more or less of Lot 17; vacate the North 10 feet of the North 10 foot Public Utility and Drainage Easement and West 6 foot Public Utility and Drainage Easements, more or less, becoming affective upon completion of AT&T job 12N15106B, which relocates an existing copper cable out of the easement.

Florida Power and Light has no objection to the vacate of easements, FP&L has received a recorded private easement for the North 10 feet of the North 10 foot Public Utility and Drainage Easement and East 6 foot Public Utility and Drainage Easement, more or less of Lot 16; vacate the North 10 feet of the North 10 foot Public Utility and Drainage Easement, more or less of Lot 17; vacate the North 10 feet of the North 10 foot Public Utility and Drainage Easement and West 6 foot Public Utility and Drainage Easements, more or less.

Spectrum has no objections to the vacating request.

Staff has no adverse comments regarding removal of the North 10 feet of the North 10 foot Public Utility and

Drainage Easement and East 6 foot Public Utility and Drainage Easement, more or less of Lot 16; vacate the North 10 feet of the North 10 foot Public Utility and Drainage Easement, more or less of Lot 17; vacate the North 10 feet of the North 10 foot Public Utility and Drainage Easement and West 6 foot Public Utility and Drainage Easements, more or less, thereof containing 6,000 square feet more or less of Parcel ID # – (29-37-03-26-1983-16; 29-37-03-26-1983-17; 29-37-03-26-1983-18), for such an endeavor.

REQUESTING DEPARTMENT:

Public Works

FISCAL IMPACT:

None

RECOMMENDATION:

Motion to approve based on Staff recommendation for approval of the vacating of easements with the conditions per the analysis section of this staff report.

ATTACHMENTS:

Description

VE-5-2021 Staff Report

Ordinance 2021-56

PUBLIC WORKS DEPARTMENT STAFF REPORT

REQUEST TO VACATE EASEMENT

PROPOSAL: To vacate the North 10 feet of the North 10 foot Public Utility and Drainage Easement and East 6 foot Public Utility and Drainage Easement, more or less of Lot 16; vacate the North 10 feet of the North 10 foot Public Utility and Drainage Easement, more or less of Lot 17; vacate the North 10 feet of the North 10 foot Public Utility and Drainage Easement and West 6 foot Public Utility and Drainage Easements, more or less of Lot 18, Block 1983, Port Malabar Unit 40, according to the Plat thereof, as Recorded in Plat Book 21, Pages 29-33, of the Public Records of Brevard County, Florida, for concrete wall that is required by the City of Palm Bay for residential properties abutting this development.

LOCATION: Agora Circle SE –
(29-37-03-26-1983-16; 29-37-03-26-1983-17; and 29-37-03-26-1983-18)

APPLICANT: Leo Badalamenti

SITE DATA

PRESENT ZONING: RM-20 – Multiple-Family Residential

AREA OF VACATING: 6,000 square feet, more or less

ADJACENT ZONING	N	RM-20 – Multiple-Family Residential
& LAND USE:	E	RM-20 – Multiple-Family Residential
	S	RM-20 – Multiple-Family Residential
	W	RM-20 – Multiple-Family Residential

STAFF ANALYSIS:

To vacate the North 10 feet of the North 10 foot Public Utility and Drainage Easement and East 6 foot Public Utility and Drainage Easement, more or less of Lot 16; vacate the North 10 feet of the North 10 foot Public Utility and Drainage Easement, more or less of Lot 17; vacate the North 10 feet of the North 10 foot Public Utility and Drainage Easement and West 6 foot Public Utility and Drainage Easements, more or less of Lot 18, Block 1983, Port Malabar Unit 40, according to the Plat thereof, as Recorded in Plat Book 21, Pages 29-33, of the Public Records of Brevard County, Florida, for concrete wall that is required by the City of Palm Bay for residential properties abutting this development.

- AT&T has no objection to vacating the North 10 feet of the North 10 foot Public Utility and Drainage Easement and East 6 foot Public Utility and Drainage Easement, more or less of Lot 16; vacate the North 10 feet of the North 10 foot Public Utility and Drainage Easement, more or less of Lot 17; vacate the North 10 feet of the North 10 foot Public Utility and Drainage Easement and West 6 foot Public Utility and Drainage Easements, more or less, becoming affective upon completion of AT&T job 12N15106B, which relocates an existing copper cable out of the easement.
- Florida Power and Light has no objection to the vacate of easements, FP&L has received a recorded private easement for the North 10 feet of the North 10 foot Public Utility and Drainage Easement and East 6 foot Public Utility and Drainage Easement, more or less of Lot 16; vacate the North 10 feet of the North 10 foot Public Utility and Drainage Easement, more or less of Lot 17; vacate the North 10 feet of the North 10 foot Public Utility and Drainage Easement and West 6 foot Public Utility and Drainage Easements, more or less.
- Spectrum has no objections to the vacating request.

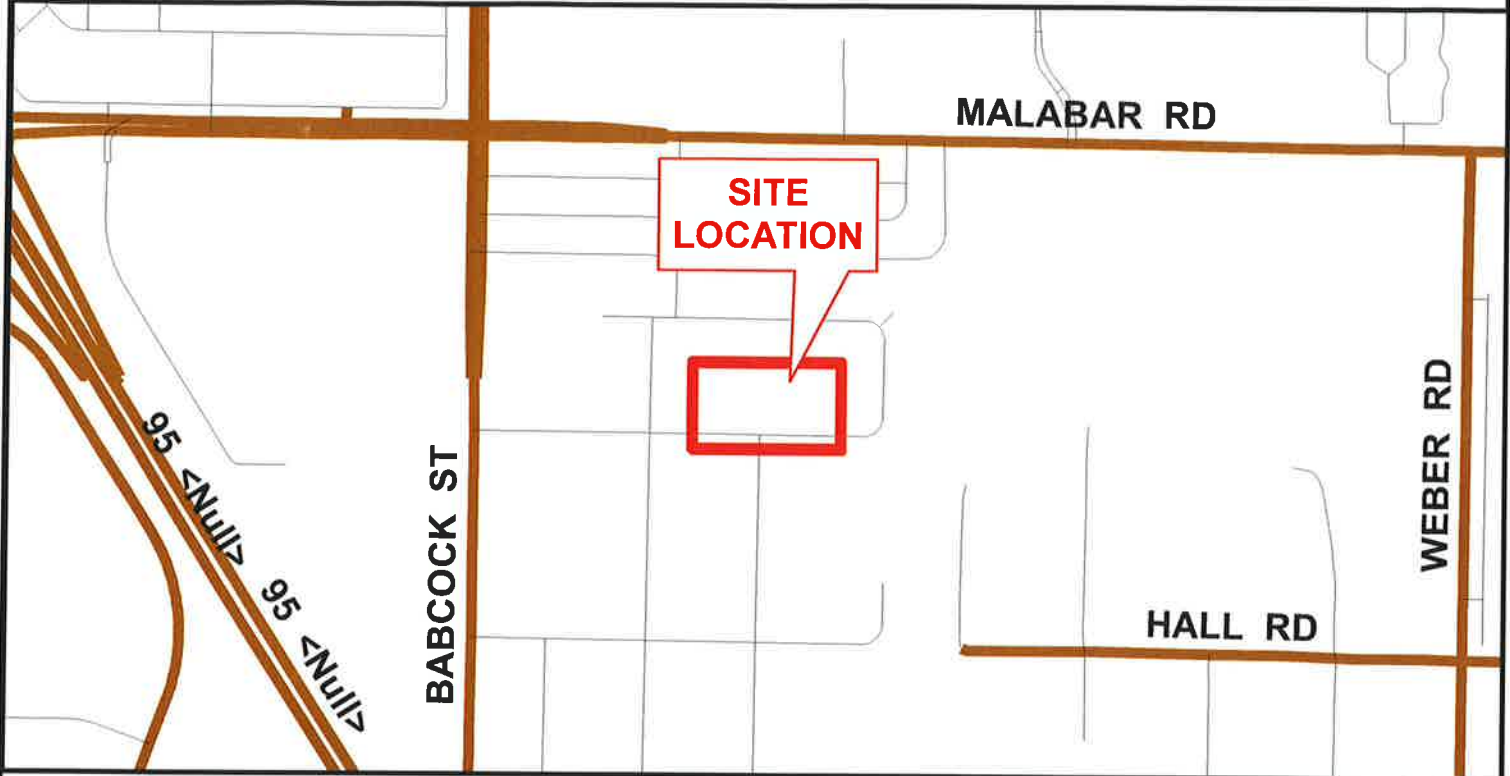
The City of Palm Bay's Departments have the enclosed comments relating to the vacating request. It should be noted that city policy allows for the approval of a vacation request for the first 5 feet, along city owned canals, if there are no obvious issues of conflict.

Staff has no adverse comments regarding removal of the North 10 feet of the North 10 foot Public Utility and Drainage Easement and East 6 foot Public Utility and Drainage Easement, more or less of Lot 16; vacate the North 10 feet of the North 10 foot Public Utility and Drainage Easement, more or less of Lot 17; vacate the North 10 feet of the North 10 foot Public Utility and Drainage Easement and West 6 foot Public Utility and Drainage Easements, more or less, thereof containing 6,000 square feet more or less of Parcel ID # – (29-37-03-26-1983-16; 29-37-03-26-1983-17; 29-37-03-26-1983-18), for such an endeavor.

STAFF RECOMMENDATION:

Staff recommends approval of the vacating of easements with the conditions per the analysis section of this staff report.

LOCATION MAP



Map is for illustrative purposes only!
Not to be construed as binding or a survey.
Map created by the City of Palm Bay
Public Works Department (RSD), on August 12, 2021.

VE-5-2021

0 25 50 100 Feet
1 inch = 100 feet

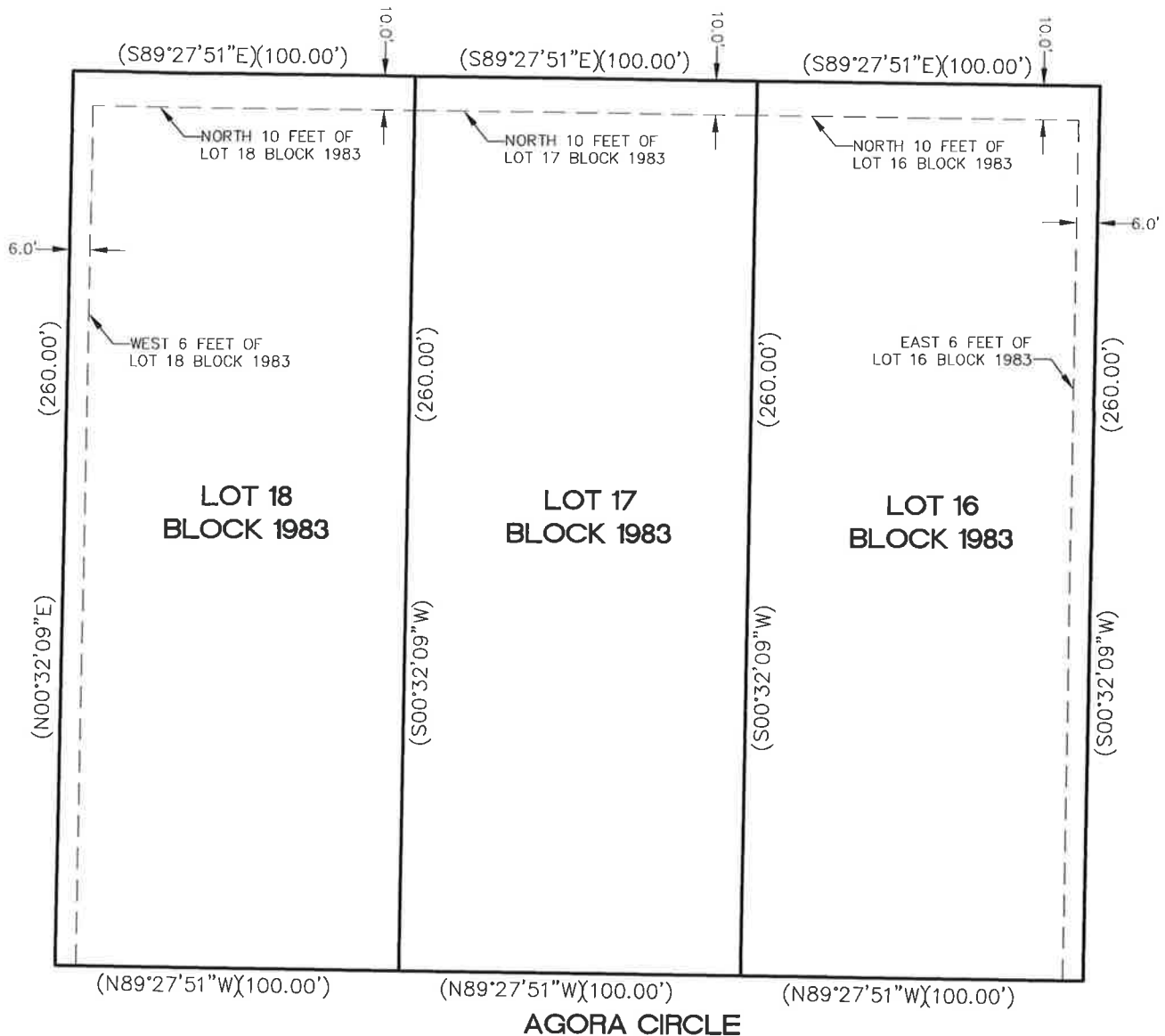


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Not to be construed as binding or a survey.
Map created by the City of Palm Bay
Public Works Department (RSD), on August 12, 2021.

LOCATION MAP VE-5-2021

0 25 50 100
Feet
1 inch = 100 feet

SKETCH OF PROPERTY EASEMENT VACATE



Digitally signed by Jon Brunner
Date: 2021.03.15 09:10:36 -04'00'
JON E. BRUNNER-PSM 6431
PROFESSIONAL SURVEYOR & MAPPER

DESCRIPTION
(PUBLIC UTILITY AND DRAINAGE EASEMENT TO BE VACATED)

BEING THE WEST 6 FEET AND THE NORTH 10 FEET OF LOT 18, BLOCK 1983, PORT MALABAR UNIT FORTY, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 21, PAGES 29 THROUGH 33, INCLUSIVE, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

AND

BEING THE NORTH 10 FEET OF LOT 17, BLOCK 1983, PORT MALABAR UNIT FORTY, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 21, PAGES 29 THROUGH 33, INCLUSIVE, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

AND

BEING THE EAST 6 FEET AND THE NORTH 10 FEET OF LOT 16, BLOCK 1983, PORT MALABAR UNIT FORTY, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 21, PAGES 29 THROUGH 33, INCLUSIVE, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

DATE: 3/15/21	SECTION: 3	PAGE:	BRUNNER-HAGEN, INC. ENGINEERS AND LAND SURVEYORS 801 CAROLIN STREET, MELBOURNE, FL., 32901 PH (321) 728-1961 info@brunner-hagen.com
PROJECT: 417-17	TOWNSHIP: 29 S.	REVISION:	
SCALE: 1"=50'	RANGE: 37 E.	REVISION:	
		REVISION:	

VE-52021

City of Palm Bay

MAY 24 2021

Lot Drainage & Driveway



PUBLIC WORKS DEPARTMENT

1050 MALABAR ROAD SW PALM BAY, FLORIDA 32907

PHONE: (321) 952-3403

EMAIL: pwpermitting@palmbayflorida.org

REQUEST TO VACATE EASEMENT/DRAINAGE RIGHTS-OF-WAY

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

Name of Applicant (Please print): Leo Badalamenti - Azzurri Property Holdings Inc.

Address: 521 Thor Avenue

City: Palm Bay Zip Code: 32909

Phone Number: 321-951-7638 Business Phone Number: 321-951-7638

Fax Number: _____ Email: leosconcrete01@bellsouth.net

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

see attached legal description and sketch

Lots 16, 17, 18, Block 1983, PMU 40-29-37-03-26-1983-18
29-37-03-26-1983-16 - 29-37-03-26-1983-17

Section: 03 Township: 29 Range: 37

Size of area covered by this application (calculate acreage): see sketch and description

Zoning classification at present: RM-20

Which action applying for (easement, drainage): Vacate Utility/Drainage Easement

Reason for requesting vacation and intended use: Concrete wall is required by the City of Palm Bay for residential properties abutting this development.

This wall will also serve as a retention wall for our purposed storm water system. Wall will be directly over existing easement for the entire West, North and East sides.

If the encroachment currently exists, provide the date that a permit was issued by the Building Division.

The following enclosures are needed to complete this application:

- ☒ \$182.00 Application Fee. Make check payable to "City of Palm Bay".
- ☒ List of names and addresses of property owners abutting the lot or parcel within which the easement or drainage right-of-way is located;
- ☒ Copy of plat, map, etc. depicting area location of easement or drainage right-of-way to be vacated.
- ☒ Original notarized letters from the utility and service companies are required stating whether or not they object to or if there is no interest in the vacating of the easement or drainage right-of-way. If equipment lies within the easement or drainage right-of-way requested for vacation, the applicant shall be responsible for any expenses incurred for relocating same, unless other arrangements have been made with the company.
 - a) Florida Power & Light Company;
 - b) AT&T Telecommunications;
 - c) Spectrum Cable;
 - d) Melbourne-Tillman Water Control District (if applicable); *n/a*
 - e) Florida City Gas (if applicable); *n/a*
 - f) Holiday Park, Board of Directors (if applicable). *n/a*

Are you the property owner of record? ☒ Yes ☐ No

If no, a notarized letter from the property owner must be attached giving consent to the applicant to request the vacating.

Contact the Land Development Division (321-733-3042) as to whether a variance is required. If Required, YOU MUST OBTAIN APPROVAL FOR THE VARIANCE PRIOR TO PROCEEDING WITH THE VACATING REQUEST.

☐ Required ☒ Not Required

I, THE UNDERSIGNED UNDERSTAND THAT THIS APPLICATION AND ALL DATA ATTACHED MUST BE COMPLETE AND ACCURATE BEFORE CONSIDERATION BY THE CITY COUNCIL.

UNDER PENALTY OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING REQUEST TO VACATE EASEMENT/DRAINAGE RIGHTS-OF-WAY APPLICATION AND THAT THE FACTS STATED IN IT ARE TRUE.

Signature of Applicant *Leo Badalamenti* Date *3-23-2021*

Printed Name of Applicant Leo Badalamenti - Azzurri Property Holdings Inc.

FOR OFFICE USE ONLY

Land Development Division _____ Date _____



January 11, 2021

Re: Letter of Authorization

As the property owner of the site legally described as:

1843, 1849, 1857 Agora Cr. S.E., Port Malabar Unit 40 Lots 16 through 18, Block 1983

I, Owner Name: Leo Badalamenti - Azzurri Property Holdings Inc.

Address: 521 Thor Ave SE, Palm Bay FL 32909

Telephone: 321-951-7638

Email: leosconcrete01bellsouth.net

hereby authorize:

Representative: Bruce Moia, P.E., MBV Engineering Inc.

Address: 1250 W Eau Gallie Blvd, Unit H, Melbourne FL 32935

Telephone: 321-253-1510

Email: brucem@mbveng.com

to represent the request(s) for:

Vacate Utility and Drainage Easement

Leo Badalamenti
(Property Owner Signature)

STATE OF Florida

COUNTY OF Brevard

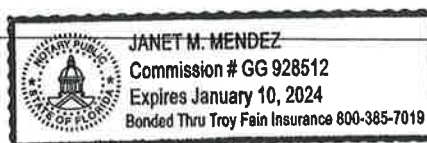
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 11th day of January, 2021 by

Leo Badalamenti, property owner.

Janet M. Menendez

Notary Public

☒ Personally Known or ☐ Produced the Following Type of Identification:



ORDINANCE 2021-56

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, VACATING AND ABANDONING A PORTION OF THE REAR TEN (10) FOOT AND SIDE SIX (6) FOOT PUBLIC UTILITY AND DRAINAGE EASEMENTS, LOCATED WITHIN LOTS 16 AND 18, BLOCK 1983, PORT MALABAR UNIT 40; AND VACATING AND ABANDONING A PORTION OF THE REAR TEN (10) FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT, LOCATED WITHIN LOT 17, BLOCK 1983, PORT MALABAR UNIT 40, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 21, PAGE 30, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND LEGALLY DESCRIBED HEREIN; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Azzurri Property Holdings Inc. has requested the City of Palm Bay, Florida, to vacate portions of certain public utility and drainage easements, which portions are legally described herein, and

WHEREAS, the vacation and abandonment of said portions of the public utility and drainage easements will neither adversely affect nor benefit the public.

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

SECTION 1. The City Council of the City of Palm Bay hereby vacates and abandons a portion of the rear ten (10) foot and side six (6) foot public utility and drainage easements, located within Lot 16 and 18, Block 1983, Port Malabar Unit 40; and vacating and abandoning a portion of the rear ten (10) foot public utility and drainage easement, located within Lot 17, Block 1983, Port Malabar Unit 40, according to the plat thereof as recorded in Plat Book 21, Page 30, of the Public Records of Brevard County, Florida, Section 3, Township 29S, Range 37E, being more particularly described as follows:

Being the east six (6) feet and the north ten (10) feet of Lot 16, Block 1983, Port

Malabar Unit 40, according to the plat thereof, recorded in Plat Book 21, Pages 29 through 33, inclusive, of the Public Records of Brevard County, Florida;

AND

Being the north ten (10) feet of of Lot 17, Block 1983, Port Malabar Unit 40, according to the plat thereof, recorded in Plat Book 21, Pages 29 through 33, inclusive, of the Public Records of Brevard County, Florida;

AND

Being the west six (6) feet and the north ten (10) feet of Lot 18, Block 1983, Port Malabar Unit 40, according to the plat thereof, recorded in Plat Book 21, Pages 29 through 33, inclusive, of the Public Records of Brevard County, Florida; containing 6,000 square feet, more or less.

SECTION 2. The provisions within this ordinance shall take effect immediately upon the enactment date.

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

Rob Medina, MAYOR

ATTEST:

Terese M. Jones, CITY CLERK

Reviewed by CAO: _____

Applicant: Azzurri Property Holdings Inc.
Case: VE-5-2021

cc: (date) Applicant
Case File
Brevard County Recording



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joan Junkala-Brown, Acting City Manager

THRU: Mehul Parekh, Public Works Director

DATE: 9/2/2021

RE: Ordinance 2021-57, vacating a portion of the side public utility and drainage easement located within Tract "D", Port Malabar Unit 42 (Case VE-6-2021, Massimiliano "Max" Delli), first reading.

This is a request to vacate the West 10 feet of the North 319.15' of said Tract D, 3191 square feet, more or less of Tract D, Port Malabar Unit 42, according to the Plat thereof, as Recorded in Plat Book 21, Pages 105-125, of the Public Records of Brevard County, Florida, for a driveway.

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

AT&T has no objection to vacating the Westerly 10 feet of the 30 foot flag portion of said Tract D as provided, Project No: 20-170 provided to AT&T.

Florida Power and Light have no objections to the vacating request.

Spectrum has no objections to the vacating request but will still need access to any facilities that are within the existing easement.

Melbourne-Tillman Water Control District has no objection to the vacating request.

Staff has no adverse comments regarding removal of the West 10 feet of the North 319.15' of said Tract D, 3191 square feet, more or less of Tract D, Port Malabar Unit 42, according to the Plat thereof, as Recorded in Plat Book 21, Pages 105-125, of the Public Records of Brevard County, Florida, for such an endeavor.

REQUESTING DEPARTMENT:

Public Works

FISCAL IMPACT:

None

RECOMMENDATION:

Motion to approve based on Staff recommendation for approval of the vacating of easement with the conditions per the analysis section of this staff report.

ATTACHMENTS:**Description**

VE-6-2021 Staff Report

Ordinance 2021-57

PUBLIC WORKS DEPARTMENT STAFF REPORT

REQUEST TO VACATE EASEMENT

PROPOSAL: To vacate the West 10 feet of the North 319.15' of said Tract D, 3191 square feet, more or less of Tract D, Port Malabar Unit 42, according to the Plat thereof, as Recorded in Plat Book 21, Pages 105-125, of the Public Records of Brevard County, Florida, for a driveway.

LOCATION: 1380 Ginza Road NW
(A Portion of Tract D, Port Malabar Unit 42)

APPLICANT: Massimiliano (Max) Delli

SITE DATA

PRESENT ZONING: RS-2 – Single-Family Residential

AREA OF VACATING: 3191 square feet, more or less

ADJACENT ZONING	N	RS-2 – Single-Family Residential
& LAND USE:	E	RS-2 – Single-Family Residential
	S	RS-2 – Single-Family Residential
	W	100' wide Melbourne Tillman Drainage Canal #61

STAFF ANALYSIS:

To vacate the West 10 feet of the North 319.15' of said Tract D, 3191 square feet, more or less of Tract D, Port Malabar Unit 42, according to the Plat thereof, as Recorded in Plat Book 21, Pages 105-125, of the Public Records of Brevard County, Florida, for a driveway.

AT&T would have no objection to vacating the Westerly 10 feet of the 30 foot flag portion of said Tract D as provided, Project No: 20-170 provided to AT&T.

Florida Power and Light have no objections to the vacating request.

Spectrum have no objections to the vacating request but they still need access to any facilities that are within the existing easement.

Melbourne-Tillman Water Control District have no objection to the vacating request.

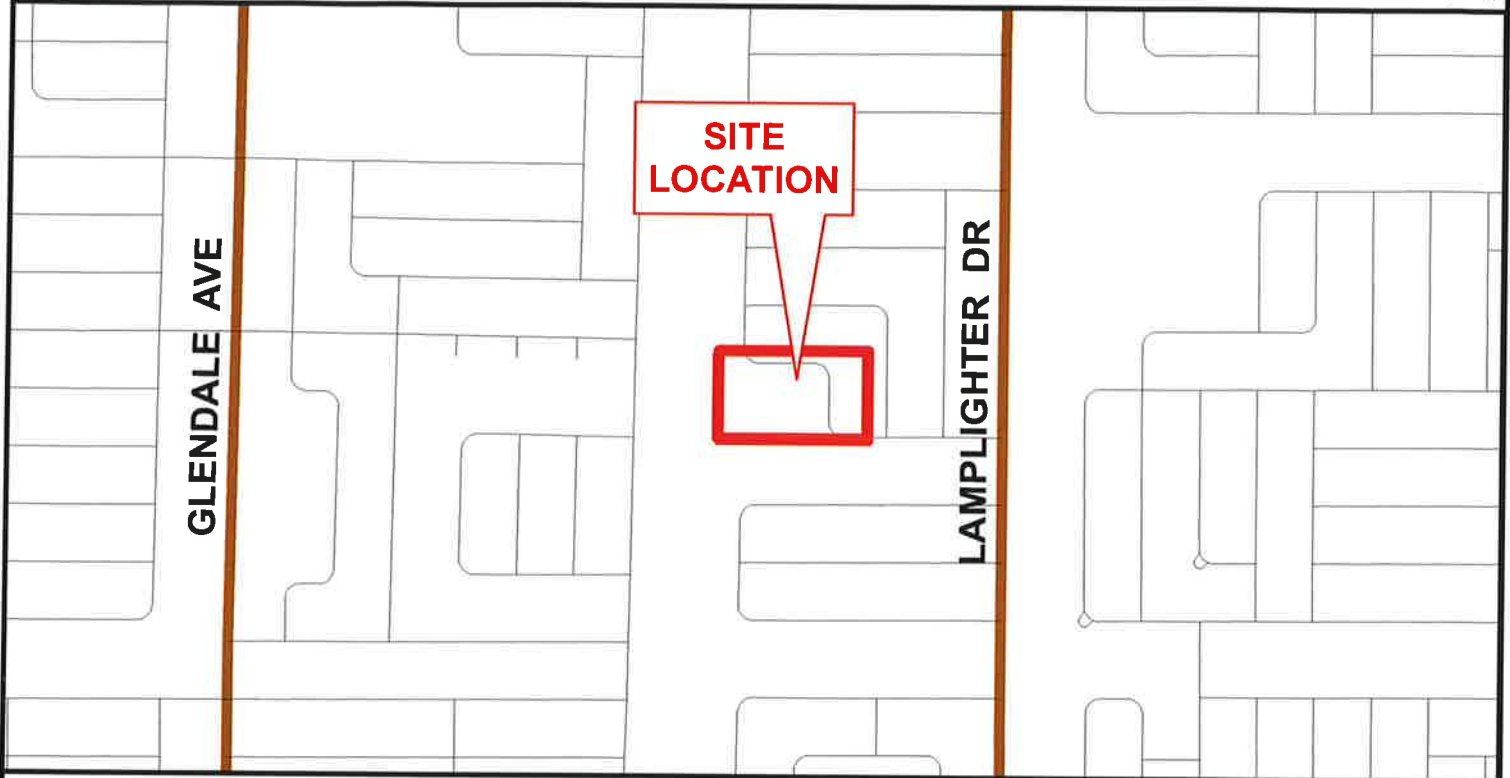
The City of Palm Bay's Departments have the enclosed comments relating to the vacating request. It should be noted that city policy allows for the approval of a vacation request for the first 5 feet, along city owned canals, if there are no obvious issues of conflict.

Staff has no adverse comments regarding removal of the West 10 feet of the North 319.15' of said Tract D, 3191 square feet, more or less of Tract D, Port Malabar Unit 42, according to the Plat thereof, as Recorded in Plat Book 21, Pages 105-125, of the Public Records of Brevard County, Florida, for such an endeavor.

STAFF RECOMMENDATION:

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

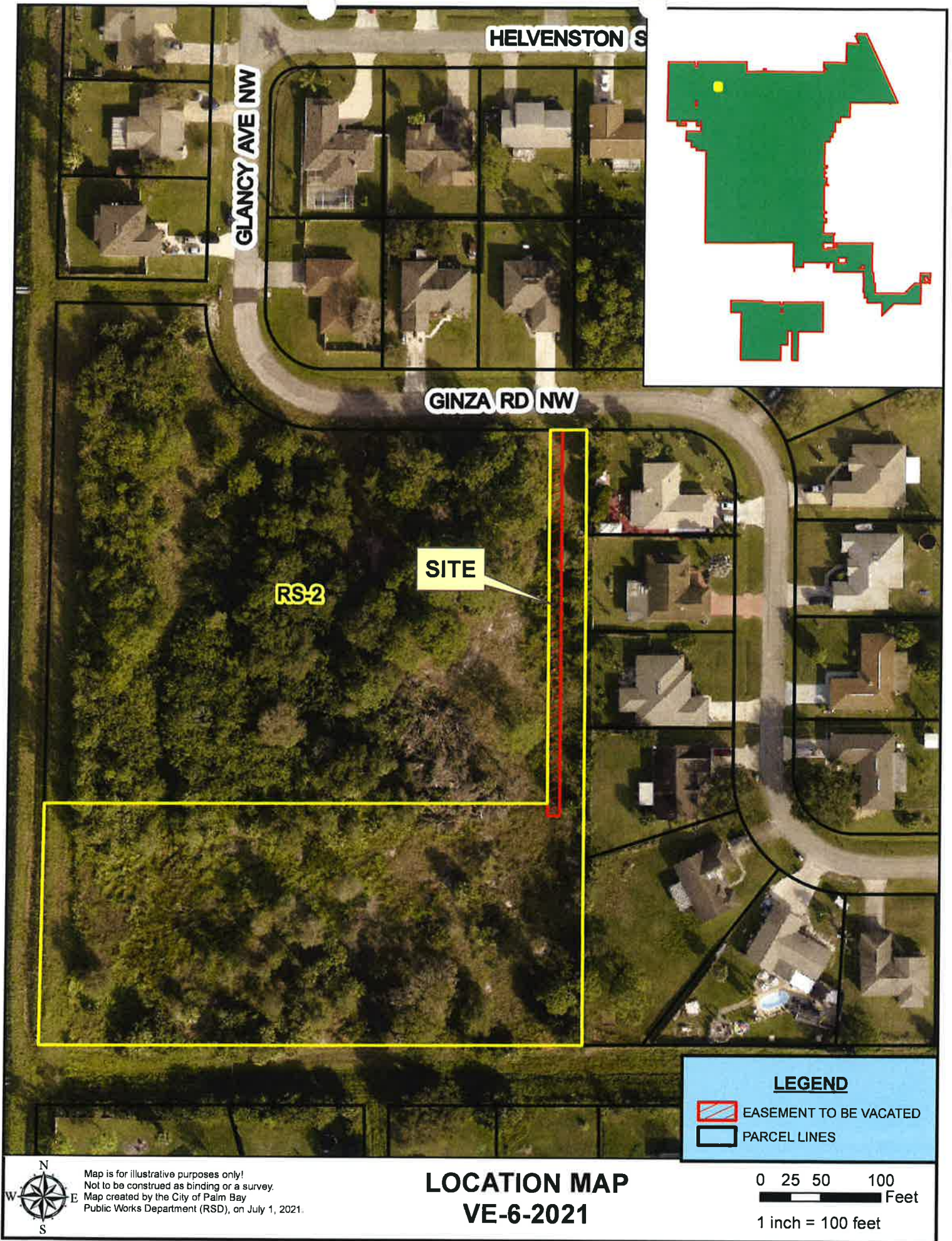
LOCATION MAP



Map is for illustrative purposes only!
Not to be construed as binding or a survey.
Map created by the City of Palm Bay
Public Works Department (RSD), on July 1, 2021.

VE-6-2021

0 25 50 100
Feet
1 inch = 100 feet



LEGAL DESCRIPTION

SHEET 1 OF 2

SECTION 27, TOWNSHIP 28 SOUTH, RANGE 36 EAST

NOT VALID WITHOUT THE SKETCH
ON SHEET 2 OF 2

PARENT PARCEL ID: 28-36-27-KN-D
PURPOSE: VACATE EASEMENT

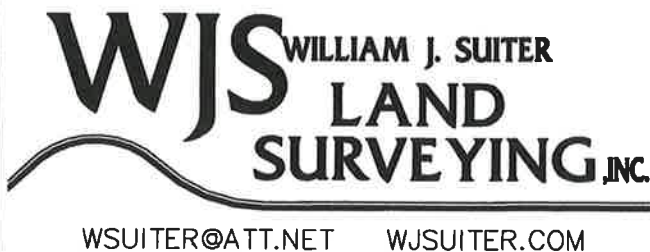
LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF TRACT "D", PORT MALABAR UNIT FORTY TWO ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 21, PAGES 105 THRU 125 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF THE 30.00 FOOT FLAG PORTION OF SAID TRACT "D" ALSO BEING THE NORTHEAST CORNER OF TRACT "C" OF SAID PORT MALABAR UNIT FORTY TWO; THENCE N89°41'06"E ALONG THE NORTH LINE OF SAID 30.00 FOOT FLAG PORTION OF TRACT "D" A DISTANCE OF 10.00 FEET; THENCE S00°07'53"E PARALLEL WITH THE WEST LINE OF SAID 30.00 FOOT FLAG A DISTANCE OF 319.14 FEET; THENCE S89°40'11"W PARALLEL WITH THE NORTH LINE OF SAID TRACT "D" ALSO BEING THE SOUTH LINE OF SAID TRACT "C" A DISTANCE OF 10.00 FEET; THENCE N00°07'53"W ALONG THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID TRACT "C" A DISTANCE OF 10.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT "C" ALSO BEING THE SOUTHWEST CORNER OF SAID 30.00 FOOT FLAG PORTION OF TRACT "D"; THENCE N00°07'53"W ALONG THE WEST LINE OF SAID 30.00 FOOT FLAG PORTION OF TRACT "D" AND THE EAST LINE OF SAID TRACT "C" A DISTANCE OF 309.15 FEET TO THE POINT OF BEGINNING.
CONTAINING 3191 SQUARE FEET, MORE OR LESS.

SURVEYORS NOTES:

- 1.) BEARINGS BASED ON THE ASSUMPTION THAT THE CENTERLINE OF GINZA ROAD BEARS N89°41'06"E PER PLAT OF PORT MALABAR UNIT FORTY TWO.
- 2.) TRACT DIMENSIONS ARE AS PLATTED(P) AND SURVEYED(S) UNLESS OTHERWISE NOTED.



PREPARED FOR: MASSIMILIANO DELLI

WHEN PRINTED THIS DOCUMENT IS NOT CONSIDERED SIGNED AND SEALED. THIS SURVEY IS ONLY VALID WHEN THE SIGNATURE CAN BE VERIFIED ON THE ELECTRONIC DOCUMENTS ONLY. THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED.

William J
Suiter

Digitally signed by
William J Suiter
Date: 2021.04.07
14:12:27 -04'00'

PROFESSIONAL SURVEYOR AND MAPPER IN
RESPONSIBLE CHARGE
WILLIAM J. SUITER
FLORIDA CERTIFICATE NO. 4210
CERTIFICATE OF AUTHORIZATION #LB 5419

COPYRIGHT © 2021 WILLIAM J. SUITER LAND
SURVEYING, INC. ALL RIGHTS RESERVED



PREPARED BY: WILLIAM J. SUITER LAND SURVEYING, INC.

ADDRESS: 1849 CANOVA STREET SE, PALM BAY, FLORIDA 32909

PHONE: (321) 728-0553

DATE: 4-7-2021

SECTION 27, TOWNSHIP 28 SOUTH, RANGE 36 EAST

DRAWING NO. 20-170

"EXHIBIT A"

SKETCH OF DESCRIPTION

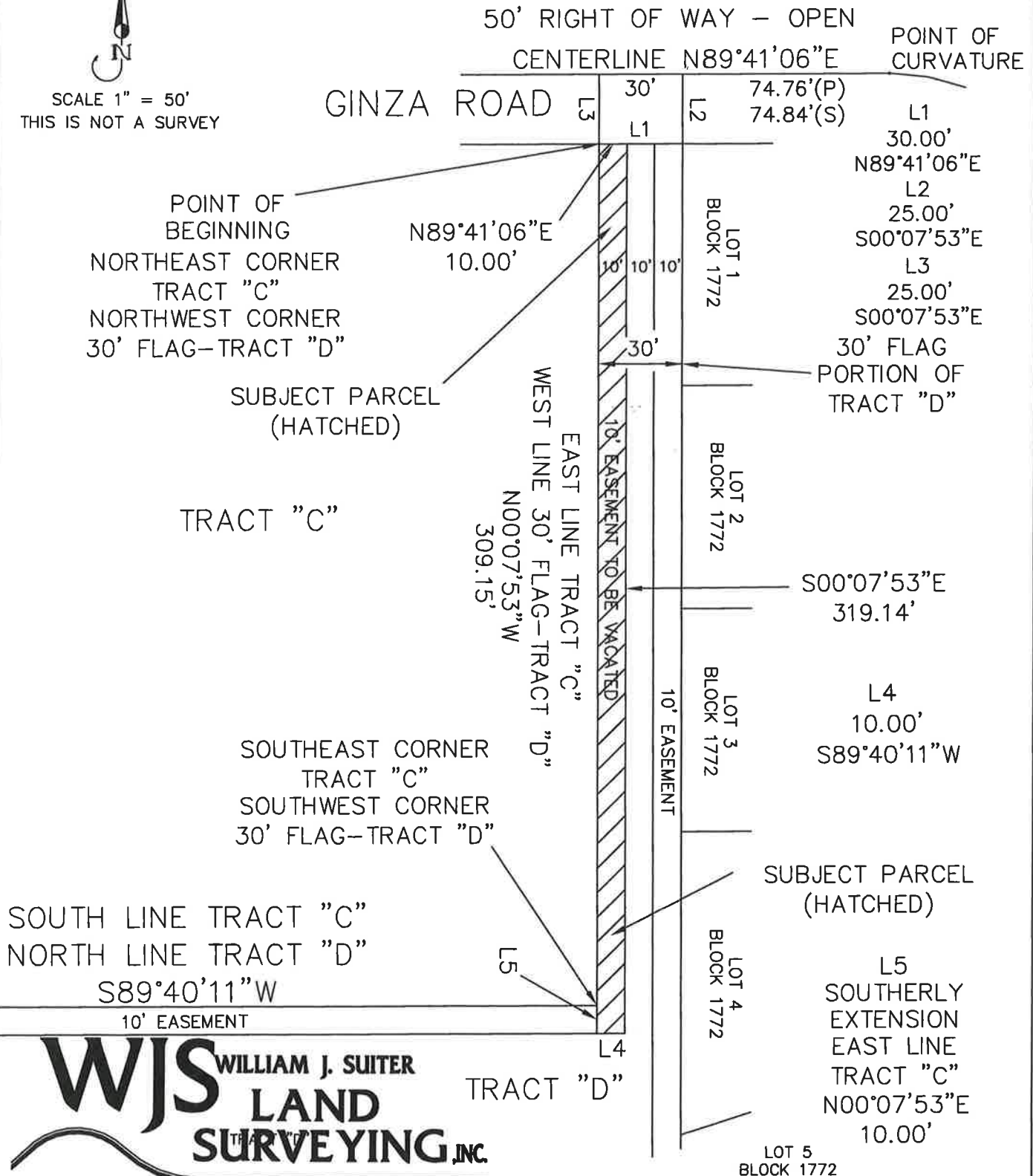
SHEET 2 OF 2

SECTION 27, TOWNSHIP 28 SOUTH, RANGE 36 EAST

NOT VALID WITHOUT THE LEGAL DESCRIPTION ON SHEET 1 OF 2



SCALE 1" = 50'
THIS IS NOT A SURVEY



WJS WILLIAM J. SUITER
LAND SURVEYING, INC.

WSUITER@ATT.NET WJSUITER.COM

PROJECT NO.: 20-170

PREPARED BY: WILLIAM J. SUITER
LAND SURVEYING, INC.

SECTION 27, TOWNSHIP 28 SOUTH, RANGE 36 EAST

VE-6-2021



City of Palm Bay

JUN 30 2021

Lot Drainage & Driveway

PUBLIC WORKS DEPARTMENT

1050 MALABAR ROAD SW PALM BAY, FLORIDA 32907

PHONE: (321) 952-3403

EMAIL: pwpermitting@palmabayflorida.org**REQUEST TO VACATE EASEMENT/DRAINAGE RIGHTS-OF-WAY**

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

Name of Applicant (Please print):

MASSIMILIANO DELLI (Max)

Address:

1866 DELKI ST

City:

PALM BAY, FL

Zip Code:

32907

Phone Number:

(321) 271-0050

Business Phone Number:

(321) 725-8282

Fax Number:

(321) 725-8212

Email:

FAMILYROCKSLLC@GMAIL.COM

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

1380 GINZARD NW PALM BAY, FL 32907

TRACT D, PORT MALABAR UNIT 42, PARCEL ID 28-36-27-KN-D

Section:

27

Township:

28

Range:

36 EAST

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

2.28

Zoning classification at present:

RS-2

Which action applying for (easement, drainage):

Easement

Reason for requesting vacation and intended use:

to create Driveway

If the encroachment currently exists, provide the date that a permit was issued by the Building Division.

The following enclosures are needed to complete this application:

1. \$182.00 Application Fee. Make check payable to "City of Palm Bay".
2. List of names and addresses of property owners abutting the lot or parcel within which the easement or drainage right-of-way is located;
3. Copy of plat, map, etc. depicting area location of easement or drainage right-of-way to be vacated.
4. Original notarized letters from the following utility and service companies are required stating whether or not they object to or if there is no interest in the vacating of the easement or drainage right-of-way. If equipment lies within the easement or drainage right-of-way requested for vacation, the applicant shall be responsible for any expenses incurred for relocating same, unless other arrangements have been made with the company.
5. See contacts listed below:

Are you the property owner of record? ☒ Yes ☐ No

If no, a notarized letter from the property owner must be attached giving consent to the applicant to request the vacating.

Contact the Land Development Division (321-733-3042) as to whether a variance is required. If Required, YOU MUST OBTAIN APPROVAL FOR THE VARIANCE PRIOR TO PROCEEDING WITH THE VACATING REQUEST.

☐ Required ☐ Not Required

Land Development Division _____ Date _____

I, THE UNDERSIGNED UNDERSTAND THAT THIS APPLICATION AND ALL DATA ATTACHED MUST BE COMPLETE AND ACCURATE BEFORE CONSIDERATION BY THE CITY COUNCIL.

UNDER PENALTY OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING REQUEST TO VACATE EASEMENT/DRAINAGE RIGHTS-OF-WAY APPLICATION AND THAT THE FACTS STATED IN IT ARE TRUE.

Signature of Applicant  Date 6-28-2021

Printed Name of Applicant MASSIMILIANO DELLI

ORDINANCE 2021-57

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, VACATING AND ABANDONING A PORTION OF THE SIDE TEN (10) FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT, LOCATED WITHIN TRACT "D", PORT MALABAR UNIT 42, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 21, PAGE 112, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND LEGALLY DESCRIBED HEREIN; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Massimiliano "Max" Delli has requested the City of Palm Bay, Florida, to vacate a portion of a certain public utility and drainage easement, which portion is legally described herein, and

WHEREAS, the vacation and abandonment of said portion of the public utility and drainage easement will neither adversely affect nor benefit the public.

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

SECTION 1. The City Council of the City of Palm Bay hereby vacates and abandons a portion of the side public utility and drainage easement located within Tract "D", Port Malabar Unit 42, according to the plat thereof as recorded in Plat Book 21, Page 112, of the Public Records of Brevard County, Florida, Section 27, Township 28S, Range 36E, being more particularly described as follows:

Begin at the northwest corner of the 30.00 foot flag portion of said Tract "D" also being the northwest corner of Tract "C" of said Port Malabar Unit 42; thence N 89°41'06" E along the north line of said 30.00 foot flag portion of Tract "D" a distance of 10.00 feet; thence S 00°07'53" E parallel with the west line of said 30.00 foot flag a distance of 319.14 feet; thence S 89°40'11" W parallel with the north line of said Tract "D" also being the south line of said Tract "C" a distance of 10.00 feet; thence N 00°07'53" W along the southerly extension of the east line of said Tract "C" a distance of 10.00 feet to the southeast corner of said Tract "C" also being the southwest corner of said 30.00 foot flag portion of Tract "D"; thence N 00°07'53" W along the west line of said 30.00 foot flag portion of Tract "D" and the east line of said Tract "C" a distance of 309.15 feet to the Point of Beginning; containing 3,191 square feet, more or less.

SECTION 2. The provisions within this ordinance shall take effect immediately upon the enactment date.

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

Rob Medina, MAYOR

ATTEST:

Terese M. Jones, CITY CLERK

Reviewed by CAO: _____

Applicant: Massimiliano "Max" Delli
Case: VE-6-2021

cc: (date) Applicant
Case File
Brevard County Recording



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joan Junkala-Brown, Acting City Manager

THRU: Mehul Parekh, Public Works Director

DATE: 9/2/2021

RE: Ordinance 2021-58, vacating a portion of the rear public utility and drainage easement located within Lot 4, Block 2507, Port Malabar Unit 48 (Case VE-7-2021, Robert and Heather Whitmire), first reading.

This a request to vacate the North 10 feet of the South 20 foot Public Utility and Drainage Easement, less and except the East and West 6 foot Public Utility and Drainage Easements, thereof containing 680 square feet or 0.02 acres more or less, of Lot 4, Block 2507, Port Malabar Unit 48, according to the Plat thereof, as Recorded in Plat Book 22, Pages 81-97, of the Public Records of Brevard County, Florida, for a shed/storage.

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

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

Staff has no adverse comments regarding removal of the North 10 feet of the South 20 foot Public Utility and Drainage Easement, less and except the East and West 6 foot Public Utility and Drainage Easements, thereof containing 680 square feet or 0.02 acres more or less, of Lot 4, Block 2507, Port Malabar Unit 48, according to the Plat thereof, as Recorded in Plat Book 22, Pages 81-97, of the Public Records of Brevard County, Florida, for such an endeavor.

REQUESTING DEPARTMENT:

Public Works

FISCAL IMPACT:

None

RECOMMENDATION:

Motion to approve based on Staff recommendation for approval of the vacating of easement per the analysis section of this staff report.

ATTACHMENTS:

Description

Staff Agenda - VE-7-2021

Ordinance 2021-58

PUBLIC WORKS DEPARTMENT STAFF REPORT

REQUEST TO VACATE EASEMENT

PROPOSAL: Vacation of Easement is requested to vacate the North 10 feet of the South 20 foot Public Utility and Drainage Easement, less and except the East and West 6 foot Public Utility and Drainage Easements, thereof containing 680 square feet or 0.02 acres more or less, of Lot 4, Block 2507, Port Malabar Unit 48, according to the Plat thereof, as Recorded in Plat Book 22, Pages 81-97, of the Public Records of Brevard County, Florida, for a shed/storage.

LOCATION: 866 Lynbrook St. NW
(Lot 4, Block 2507, Port Malabar Unit 48)

APPLICANT: Robert Whitmire or Heather Whitmire

SITE DATA

PRESENT ZONING: RS-1 – Single-Family Residential

AREA OF VACATING: 680 square feet, more or less

ADJACENT ZONING	N	RS-1 – Single-Family Residential
& LAND USE:	E	RS-1 – Single-Family Residential
	S	RS-1 – Single-Family Residential
	W	RS-1 – Single-Family Residential

STAFF ANALYSIS:

To vacate the North 10 feet of the South 20 foot Public Utility and Drainage Easement, less and except the East and West 6 foot Public Utility and Drainage Easements, thereof containing 680 square feet or 0.02 acres more or less, of Lot 4, Block 2507, Port Malabar Unit 48, according to the Plat thereof, as Recorded in Plat Book 22, Pages 81-97, of the Public Records of Brevard County, Florida, for a shed/storage.

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

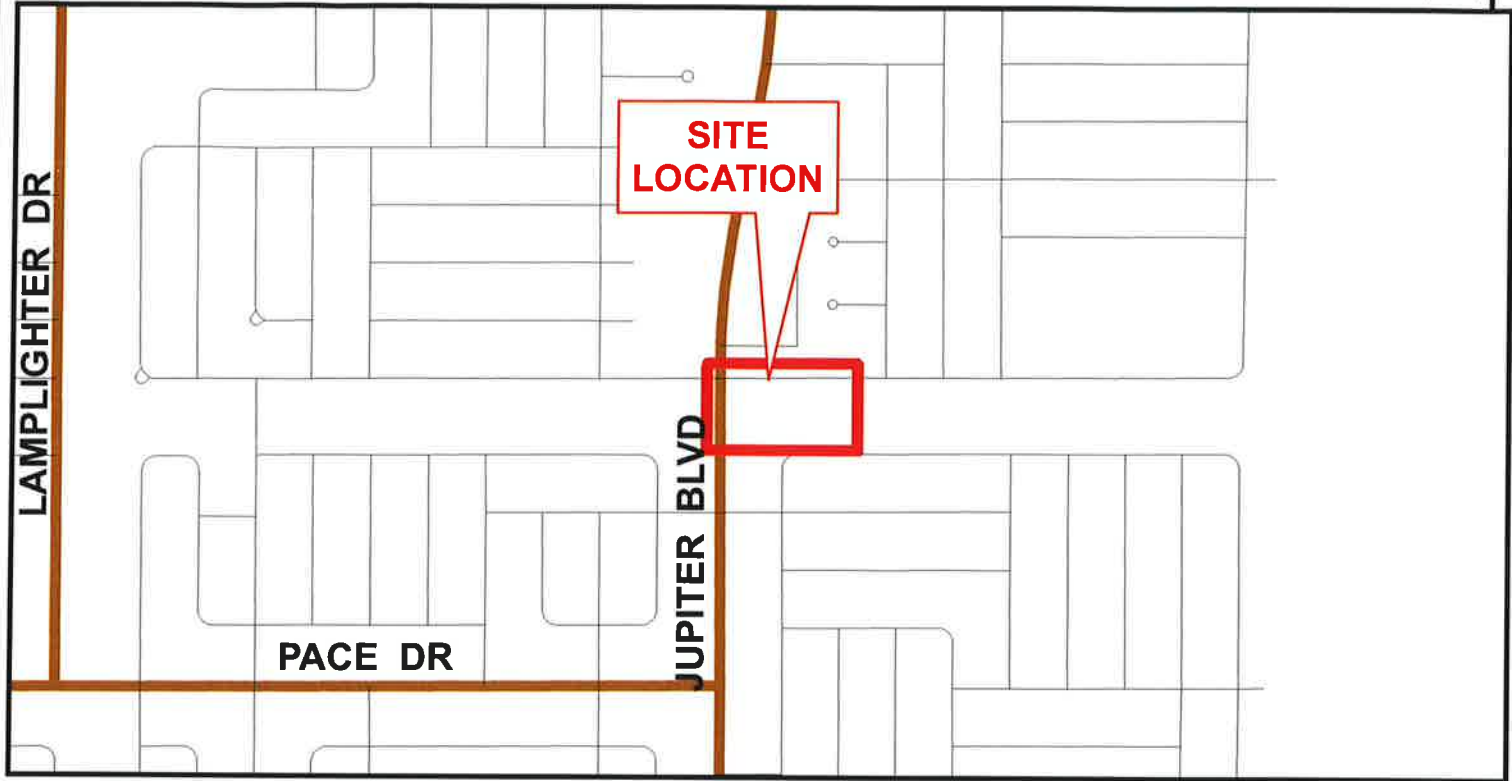
The City of Palm Bay's Departments have the enclosed comments relating to the vacating request. It should be noted that city policy allows for the approval of a vacation request for the first 5 feet, along city owned canals, if there are no obvious issues of conflict.

Staff has no adverse comments regarding removal of the North 10 feet of the South 20 foot Public Utility and Drainage Easement, less and except the East and West 6 foot Public Utility and Drainage Easements, thereof containing 680 square feet or 0.02 acres more or less, of Lot 4, Block 2507, Port Malabar Unit 48, according to the Plat thereof, as Recorded in Plat Book 22, Pages 81-97, of the Public Records of Brevard County, Florida, for such an endeavor.

STAFF RECOMMENDATION:

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

LOCATION MAP



Map is for illustrative purposes only!
Not to be construed as binding or a survey.
Map created by the City of Palm Bay
Public Works Department (RSD), on July 1, 2021.

VE-7-2021

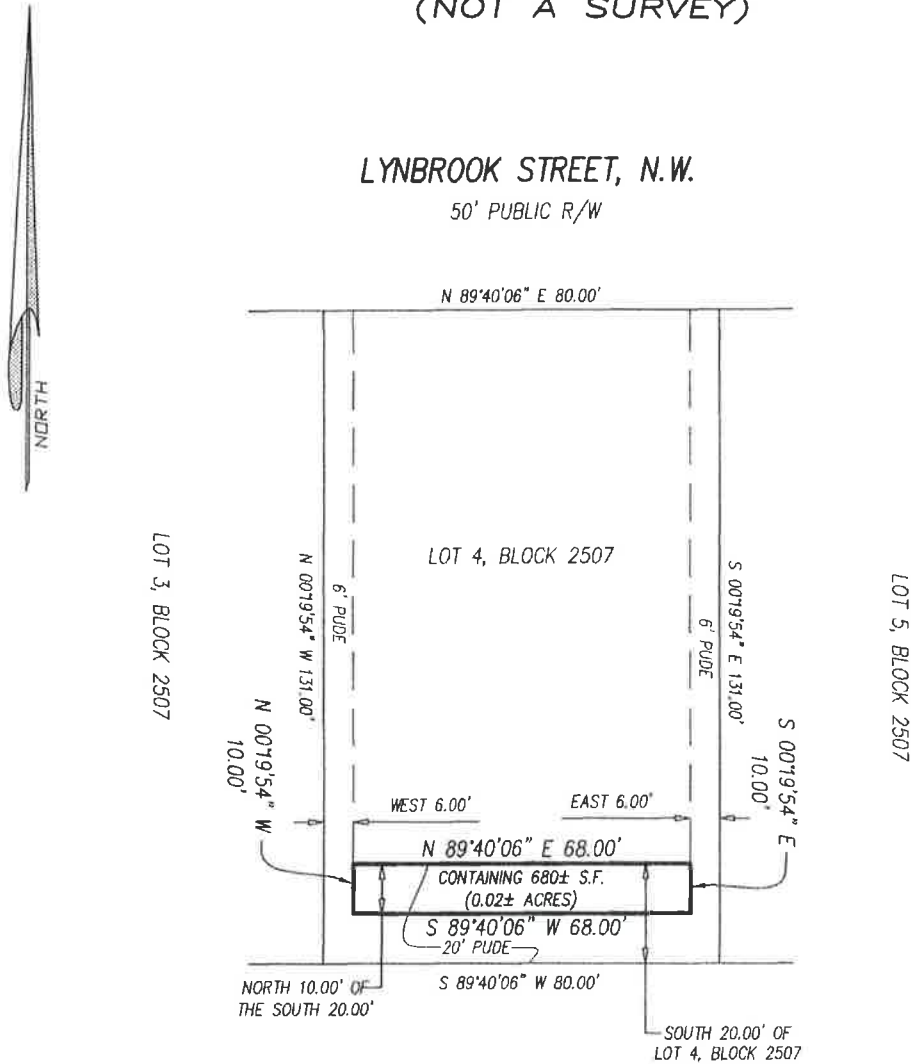
0 25 50 100
Feet
1 inch = 100 feet



**SKETCH TO ACCOMPANY LEGAL DESCRIPTION
(NOT A SURVEY)**

LYNBROOK STREET, N.W.

50' PUBLIC R/W



MELBOURNE TILLMAN DRAINAGE DISTRICT CANAL No. 68

LEGAL DESCRIPTION:

A PORTION OF A 20.00 FOOT WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT LYING WITHIN LOT 4, BLOCK 2507, PORT MALABAR UNIT FORTY EIGHT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 22, PAGE 81-97, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE NORTH 10.00 FEET OF THE SOUTH 20.00 FEET WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT, LESS AND EXCEPT THE EAST AND WEST 6.00 WIDE SIDE EASEMENTS THEREOF LYING WITHIN SAID LOT 4, BLOCK 2507. CONTAINING 680± SQUARE FEET OR 0.02 ACRES MORE OR LESS.

NOTES:

1. BEARINGS BASED ON SAID PLAT (SEE SKETCH)
 2. BEARINGS, DISTANCES OR ANGLES SHOWN ARE THE SAME AS PLAT, DEED OR RECORD UNLESS SHOWN OTHERWISE.
 3. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

CERTIFIED TO:

ROBERT WHITMIRE AND HEATHER WHITMIRE

CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION WAS DONE UNDER MY DIRECTION AND MEETS THE STANDARDS AND PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.007 FLORIDA STATUTES.

DATE: 7/1/21

JOEL A. SEYMOUR PROFESSIONAL LAND SURVEYOR AND MAPPER
STATE OF FLORIDA NO. LS 6133

DRAWN BY: JED

SCALE 1 INCH = 30 FEET

LEGEND

PUDE = PUBLIC UTILITY EASEMENT
R/W = RIGHT OF WAY
S.F. = SQUARE FEET

JOB No. 40733
PM48/L482507

SKETCH	DATE: 4/12/21
REVISED	DATE: 7/1/21

Kane Surveying, Inc.
FLORIDA LICENSED BUSINESS No. LB 7838
505 DISTRIBUTION DRIVE
MELBOURNE, FLORIDA 32904
(321) 678-0427
FAX (321) 984-1448

VE-7-2021



City of Palm Bay

JUN 30 2021

Lot Drainage & Driveway

PUBLIC WORKS DEPARTMENT

1050 MALABAR ROAD SW PALM BAY, FLORIDA 32907

PHONE: (321) 952-3403

EMAIL: pwpermitting@palmabayflorida.org**REQUEST TO VACATE EASEMENT/DRAINAGE RIGHTS-OF-WAY**

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

Name of Applicant (Please print): Robert Whitmire OR Heather WhitmireAddress: 806 Lynbrook St NWCity: Palm Bay Zip Code: 32907Phone Number: 321-634-4248 Business Phone Number: _____Fax Number: _____ Email: Heather pz 2422@gmail.com

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

Lot 4, Block 2507, pmu 48Section: 26 Township: 28 Range: 36Size of area covered by this application (calculate acreage): ~~0.19~~ .23Zoning classification at present: RS-1Which action applying for (easement, drainage): EasementReason for requesting vacation and intended use: Shed Storage

If the encroachment currently exists, provide the date that a permit was issued by the Building Division.

The following enclosures are needed to complete this application:

- ✓ 1. \$182.00 Application Fee. Make check payable to "City of Palm Bay".
2. List of names and addresses of property owners abutting the lot or parcel within which the easement or drainage right-of-way is located;
3. Copy of plat, map, etc. depicting area location of easement or drainage right-of-way to be vacated.
4. Original notarized letters from the following utility and service companies are required stating whether or not they object to or if there is no interest in the vacating of the easement or drainage right-of-way. If equipment lies within the easement or drainage right-of-way requested for vacation, the applicant shall be responsible for any expenses incurred for relocating same, unless other arrangements have been made with the company.
5. See contacts listed below:

Are you the property owner of record? ☐ Yes ☐ No

If no, a notarized letter from the property owner must be attached giving consent to the applicant to request the vacating.

Contact the Land Development Division (321-733-3042) as to whether a variance is required. If Required, YOU MUST OBTAIN APPROVAL FOR THE VARIANCE PRIOR TO PROCEEDING WITH THE VACATING REQUEST.

☐ Required ☐ Not Required

Land Development Division _____ Date _____

I, THE UNDERSIGNED UNDERSTAND THAT THIS APPLICATION AND ALL DATA ATTACHED MUST BE COMPLETE AND ACCURATE BEFORE CONSIDERATION BY THE CITY COUNCIL.

UNDER PENALTY OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING REQUEST TO VACATE EASEMENT/DRAINAGE RIGHTS-OF-WAY APPLICATION AND THAT THE FACTS STATED IN IT ARE TRUE.

Signature of Applicant Heather Whitmire Date 6/29/21

Printed Name of Applicant Heather Whitmire

ORDINANCE 2021-58

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, VACATING AND ABANDONING A PORTION OF THE REAR TWENTY (20) FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT, LOCATED WITHIN LOT 4, BLOCK 2507, PORT MALABAR UNIT 48, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 22, PAGE 93, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND LEGALLY DESCRIBED HEREIN; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Robert and Heather Whitmire have requested the City of Palm Bay, Florida, to vacate a portion of a certain public utility and drainage easement, which portion is legally described herein, and

WHEREAS, the vacation and abandonment of said portion of the public utility and drainage easement will neither adversely affect nor benefit the public.

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

SECTION 1. The City Council of the City of Palm Bay hereby vacates and abandons a portion of the rear public utility and drainage easement located within Lot 4, Block 2507, Port Malabar Unit 48, according to the plat thereof as recorded in Plat Book 22, Page 93, of the Public Records of Brevard County, Florida, Section 26, Township 28S, Range 36E, being more particularly described as follows:

The north 10.00 feet of the south 20.00 feet wide public utility and drainage easement, less and except the east and west 6.00 wide side easements thereof lying within said Lot 4, Block 2507; containing 680 square feet or 0.02 acres, more or less.

SECTION 2. The provisions within this ordinance shall take effect immediately upon the enactment date.

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

Rob Medina, MAYOR

ATTEST:

Terese M. Jones, CITY CLERK

Reviewed by CAO: _____

Applicant: Robert and Heather Whitmire
Case: VE-7-2021

cc: (date) Applicant
Case File
Brevard County Recording



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joan Junkala-Brown, Acting City Manager

THRU: Mehul Parekh, Public Works Director

DATE: 9/2/2021

RE: Ordinance 2021-59, vacating a portion of the rear public utility and drainage easement located within Lot 27, Block 2668, Port Malabar Unit 50 (Case VE-8-2021, Brian and Michelle Mallonn), first reading.

This is a request to vacate the East 10 feet of the West 20 foot Public Utility and Drainage Easement, less and except the North and South 6 foot Public Utility and Drainage Easements, thereof containing 680 square feet, more or less, of Lot 27, Block 2668, Port Malabar Unit 50, according to the Plat thereof, as Recorded in Plat Book 23, Pages 4-21, of the Public Records of Brevard County, Florida, for an inground pool and screen enclosure.

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

AT&T, Florida Power and Melbourne-Tillman Water District has no objections to the vacating request. Spectrum has no objections of vacating easement, but still need access to any facilities that are within the existing easement.

Staff has no adverse comments regarding removal of the East 10 feet of the West 20 foot Public Utility and Drainage Easement, less and except the North and South 6 foot Public Utility and Drainage Easements, thereof containing 680 square feet, more or less, of Lot 27, Block 2668, Port Malabar Unit 50, according to the Plat thereof, as Recorded in Plat Book 23, Pages 4-21, of the Public Records of Brevard County, Florida, for such an endeavor.

REQUESTING DEPARTMENT:
Public Works

FISCAL IMPACT:
None

RECOMMENDATION:

Motion to approve per staff recommendation for approval of the vacating of easement with conditions per the analysis section of this staff report.

ATTACHMENTS:

Description

Staff Agenda - VE-8-2021

Ordinance 2021-59

PUBLIC WORKS DEPARTMENT STAFF REPORT

REQUEST TO VACATE EASEMENT

PROPOSAL: Vacation of Easement is requested to vacate the East 10 feet of the West 20 foot Public Utility and Drainage Easement, less and except the North and South 6 foot Public Utility and Drainage Easements, thereof containing 680 square feet, more or less, of Lot 27, Block 2668, Port Malabar Unit 50, according to the Plat thereof, as Recorded in Plat Book 23, Pages 4-21, of the Public Records of Brevard County, Florida, for an inground pool and screen enclosure.

LOCATION: 137 Abello Rd. SE
(Lot 27, Block 2668, Port Malabar Unit 50)

APPLICANT: Brian Mallonn or Michelle Mallonn

SITE DATA

PRESENT ZONING: RS-2 – Single-Family Residential

AREA OF VACATING: 680 square feet, more or less

ADJACENT ZONING	N	RS-2 – Single-Family Residential
& LAND USE:	E	RS-2 – Single-Family Residential
	S	RS-2 – Single-Family Residential
	W	100' wide Melbourne Tillman Drainage Canal #37

STAFF ANALYSIS:

To vacate the East 10 feet of the West 20 foot Public Utility and Drainage Easement, less and except the North and South 6 foot Public Utility and Drainage Easements, thereof containing 680 square feet, more or less, of Lot 27, Block 2668, Port Malabar Unit 50, according to the Plat thereof, as Recorded in Plat Book 23, Pages 4-21, of the Public Records of Brevard County, Florida, for an inground pool and screen enclosure.

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

Spectrum has no objections of vacating easement, but still need access to any facilities that are within the existing easement.

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

Staff has no adverse comments regarding removal of the East 10 feet of the West 20 foot Public Utility and Drainage Easement, less and except the North and South 6 foot Public Utility and Drainage Easements, thereof containing 680 square feet, more or less, of Lot 27, Block 2668, Port Malabar Unit 50, according to the Plat thereof, as Recorded in Plat Book 23, Pages 4-21, of the Public Records of Brevard County, Florida, for such an endeavor.

STAFF RECOMMENDATION:

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

LOCATION MAP

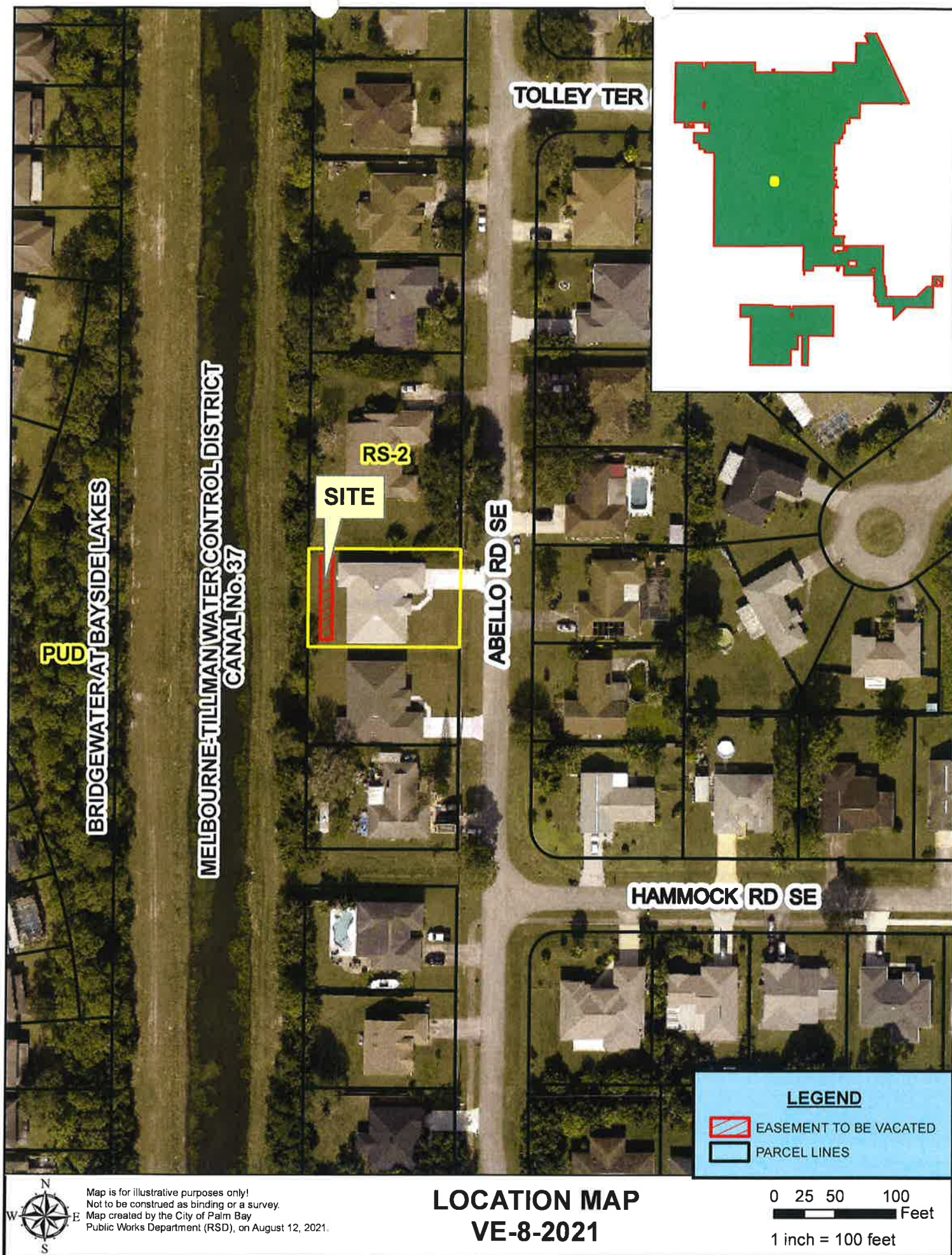


Map is for illustrative purposes only!
 Not to be construed as binding or a survey.
 Map created by the City of Palm Bay
 Public Works Department (RSD), on August 12, 2021.

VE-8-2021

0 25 50 100
 Feet

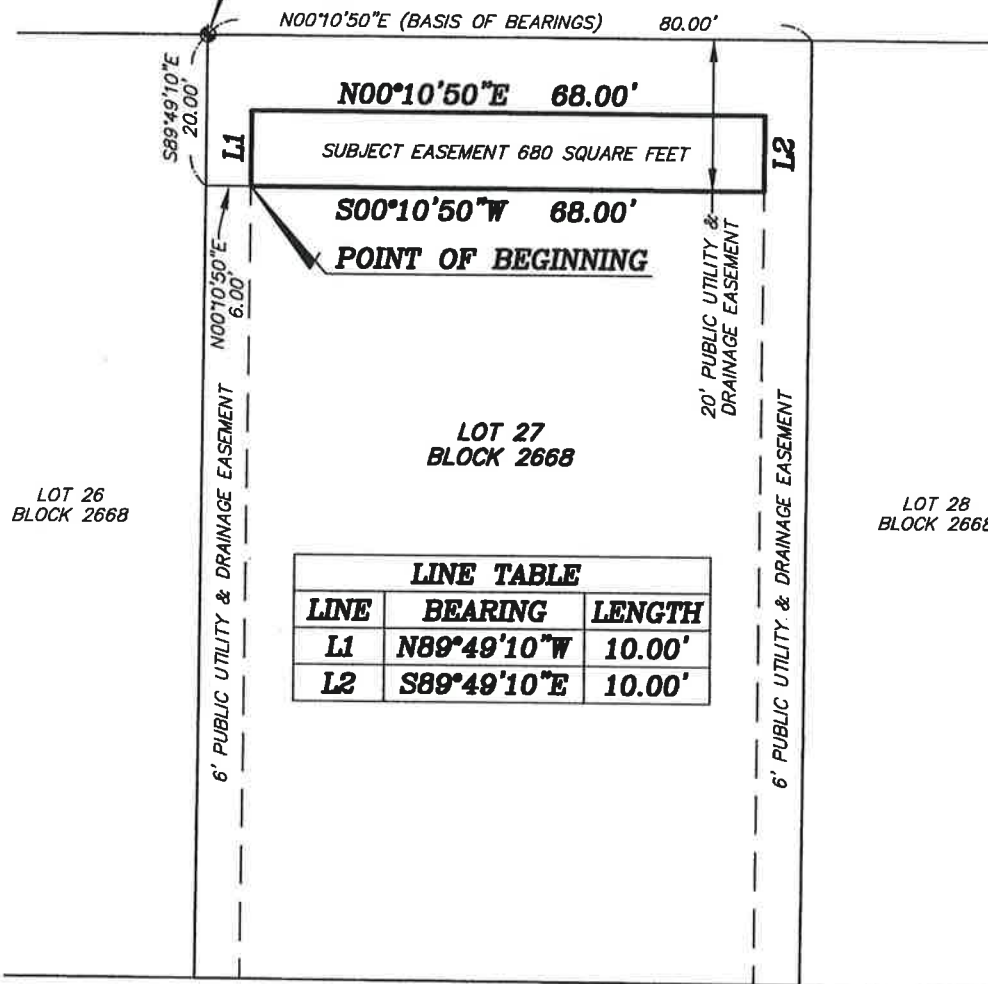
1 inch = 100 feet



**POINT OF
COMMENCEMENT**

SOUTHWEST CORNER OF
LOT 27, BLOCK 2668,
PORT MALABAR UNIT FIFTY
(PLAT BOOK 23, PAGES 4-21)

**MELBOURNE TILLMAN
DRAINAGE DISTRICT
CANAL No. 37**



LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°49'10"W	10.00'
L2	S89°49'10"E	10.00'

ABELLO ROAD (POSTED)
ELMHURST CIRCLE (PLAT)

DESCRIPTION: A PORTION OF A 20 FOOT WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT LYING WITHIN LOT 27, BLOCK 2668, PORT MALABAR UNIT FIFTY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 23, PAGES 4-21, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 27 AND RUN SOUTH 89°49'10" EAST ALONG THE SOUTH LINE OF SAID LOT 27, A DISTANCE OF 20.00 FEET; THENCE NORTH 00°10'50" EAST, A DISTANCE OF 6.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT; THENCE NORTH 89°49'10" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 00°10'50" EAST, A DISTANCE OF 68.00 FEET; THENCE SOUTH 89°49'10" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 00°10'50" WEST, A DISTANCE OF 68.00 FEET TO THE POINT OF BEGINNING. CONTAINING 680 SQUARE FEET OR 0.016 ACRES, MORE OR LESS.

SKETCH OF DESCRIPTION ONLY! THIS IS NOT A SURVEY!

AAL LAND SURVEYING SERVICES, INC.

SKETCH OF DESCRIPTION

JOB # 45433

DATE: 07-19-21
SECTION 18, TOWNSHIP 29S, RANGE 37E

L.B. #6623

1. THIS SKETCH AND DRAWING HAVE BEEN PREPARED TO CONFORM WITH APPLICABLE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
2. BEARINGS ARE BASED ON ASSUMED DATUM AND ON THE LINE SHOWN AS BEING THE BASIS OF BEARINGS.

ANDREW W. POWSHOK
P.L.S. No. 5383

3970 MINTON ROAD
WEST MELBOURNE, FL. 32904
(321) 768-8110

SHEET 1 OF 1

SCALE: 1" = 20'





VE-8-2021

PUBLIC WORKS DEPARTMENT

1050 MALABAR ROAD SW PALM BAY, FLORIDA 32907

PHONE: (321) 952-3403

EMAIL: pwpermitting@palmbayflorida.org

REQUEST TO VACATE EASEMENT/DRAINAGE RIGHTS-OF-WAY

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

Name of Applicant (Please print): Brian Mallonn / Michelle Mallonn

Address: 137 Abello Rd SE

City: Palm Bay FL Zip Code: 32909

Phone Number: 954-907-5950 Business Phone Number: 954-871-5654

Fax Number: _____ Email: Chakamoon@msn.com

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

Lot 27, Block 2668, PMU 5D

Section: 18 Township: 29 Range: 37 East

Size of area covered by this application (calculate acreage): 680 sq ft

Zoning classification at present: RS-2

Which action applying for (easement, drainage): _____

Reason for requesting vacation and intended use: Inground Pool / Screen enclosure

If the encroachment currently exists, provide the date that a permit was issued by the Building Division.

The following enclosures are needed to complete this application:

1. \$182.00 Application Fee. Make check payable to "City of Palm Bay".
2. List of names and addresses of property owners abutting the lot or parcel within which the easement or drainage right-of-way is located;
3. Copy of plat, map, etc. depicting area location of easement or drainage right-of-way to be vacated.
4. Original notarized letters from the following utility and service companies are required stating whether or not they object to or if there is no interest in the vacating of the easement or drainage right-of-way. If equipment lies within the easement or drainage right-of-way requested for vacation, the applicant shall be responsible for any expenses incurred for relocating same, unless other arrangements have been made with the company.
5. See contacts listed below:

Are you the property owner of record?



Yes



No

If no, a notarized letter from the property owner must be attached giving consent to the applicant to request the vacating.

Contact the Land Development Division (321-733-3042) as to whether a variance is required. If Required, YOU MUST OBTAIN APPROVAL FOR THE VARIANCE PRIOR TO PROCEEDING WITH THE VACATING REQUEST.



Required



Not Required

Land Development Division

Grayson J. [Signature]

Date

7/22/21

I, THE UNDERSIGNED UNDERSTAND THAT THIS APPLICATION AND ALL DATA ATTACHED MUST BE COMPLETE AND ACCURATE BEFORE CONSIDERATION BY THE CITY COUNCIL.

UNDER PENALTY OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING REQUEST TO VACATE EASEMENT/DRAINAGE RIGHTS-OF-WAY APPLICATION AND THAT THE FACTS STATED IN IT ARE TRUE.

Signature of Applicant

Brian Mallon [Signature]

Date

7-22-21

Printed Name of Applicant

Brian Mallon

ORDINANCE 2021-59

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, VACATING AND ABANDONING A PORTION OF THE REAR TWENTY (20) FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT, LOCATED WITHIN LOT 27, BLOCK 2668, PORT MALABAR UNIT 50, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 23, PAGE 17, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND LEGALLY DESCRIBED HEREIN; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Brian and Michelle Mallonn have requested the City of Palm Bay, Florida, to vacate a portion of a certain public utility and drainage easement, which portion is legally described herein, and

WHEREAS, the vacation and abandonment of said portion of the public utility and drainage easement will neither adversely affect nor benefit the public.

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

SECTION 1. The City Council of the City of Palm Bay hereby vacates and abandons a portion of the rear public utility and drainage easement located within Lot 27, Block 2668, Port Malabar Unit 50, according to the plat thereof as recorded in Plat Book 23, Page 17, of the Public Records of Brevard County, Florida, Section 18, Township 29S, Range 37E, being more particularly described as follows:

Commence at the southwest corner of said Lot 27 and run S 89°49'10" E along the south line of said Lot 27, a distance of 20.00 feet; thence N 00°10'50" E, a distance of 6.00 feet to the Point of Beginning of the herein described easement; thence N 89°49'10" W, a distance of 10.00 feet; thence N 00°10'50" E, a distance of 68.00 feet; thence S 89°49'10" E, a distance of 10.00 feet; thence S 00°10'50" W, a distance of 68.00 feet to the Point of Beginning; containing 680 square feet or 0.016 acres, more or less.

SECTION 2. The provisions within this ordinance shall take effect immediately upon the enactment date.

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

Rob Medina, MAYOR

ATTEST:

Terese M. Jones, CITY CLERK

Reviewed by CAO: _____

Applicant: Brian and Michelle Mallonn
Case: VE-8-2021

cc: (date) Applicant
Case File
Brevard County Recording



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joan Junkala-Brown, Acting City Manager

THRU: Mehul Parekh, Public Works Director

DATE: 9/2/2021

RE: Ordinance 2021-60, vacating a portion of the rear public utility and drainage easement located within Lot 11, Block 193, Port Malabar Unit 7 (Case VE-9-2021, Jose Santana), first reading.

This is a request to vacate the North 10 feet of the South 20 foot Public Utility and Drainage Easement, less and except the East and West 6 foot Public Utility and Drainage Easements, thereof containing 680 square feet, more or less, of Lot 11, Block 193, Port Malabar Unit 7, according to the Plat thereof, as Recorded in Plat Book 14, Pages 125-135, of the Public Records of Brevard County, Florida, for an inground pool and screen enclosure.

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

AT&T, Florida Power and Melbourne-Tillman Water District has no objections to the vacating request.

Spectrum has no objections of vacating easement, but will still require access to any facilities that are within the existing easement.

Staff has no adverse comments regarding removal of the North 10 feet of the South 20 foot Public Utility and Drainage Easement, less and except the East and West 6 foot Public Utility and Drainage Easements, thereof containing 680 square feet, more or less, of Lot 11, Block 193, Port Malabar Unit 7, according to the Plat thereof, as Recorded in Plat Book 14, Pages 125-135, of the Public Records of Brevard County, Florida, for such an endeavor.

REQUESTING DEPARTMENT:

Public Works

FISCAL IMPACT:

None

RECOMMENDATION:

Motion to

approve per staff recommendation for approval of the vacating of easement with conditions per the analysis section of this staff report.

ATTACHMENTS:**Description**

Staff Agenda - VE-9-2021

Ordinance 2021-60

PUBLIC WORKS DEPARTMENT STAFF REPORT

REQUEST TO VACATE EASEMENT

PROPOSAL: Vacation of Easement is requested to vacate the North 10 feet of the South 20 foot Public Utility and Drainage Easement, less and except the East and West 6 foot Public Utility and Drainage Easements, thereof containing 680 square feet, more or less, of Lot 11, Block 193, Port Malabar Unit 7, according to the Plat thereof, as Recorded in Plat Book 14, Pages 125-135, of the Public Records of Brevard County, Florida, for an inground pool and screen enclosure.

LOCATION: 240 Buccaneer St. NE
(Lot 11, Block 193, Port Malabar Unit 7)

APPLICANT: Jose Santana

SITE DATA

PRESENT ZONING: RS-2 – Single-Family Residential

AREA OF VACATING: 680 square feet, more or less

ADJACENT ZONING	N	RS-2 – Single-Family Residential
& LAND USE:	E	RS-2 – Single-Family Residential
	S	100' wide Melbourne Tillman Drainage Canal #51
	W	RS-2 – Single-Family Residential

STAFF ANALYSIS:

Vacation of Easement is requested to vacate the North 10 feet of the South 20 foot Public Utility and Drainage Easement, less and except the East and West 6 foot Public Utility and Drainage Easements, thereof containing 680 square feet, more or less, of Lot 11, Block 193, Port Malabar Unit 7, according to the Plat thereof, as Recorded in Plat Book 14, Pages 125-135, of the Public Records of Brevard County, Florida, for an inground pool and screen enclosure.

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

Spectrum has no objections of vacating easement, but still need access to any facilities that are within the existing easement.

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

Staff has no adverse comments regarding removal of the North 10 feet of the South 20 foot Public Utility and Drainage Easement, less and except the East and West 6 foot Public Utility and Drainage Easements, thereof containing 680 square feet, more or less, of Lot 11, Block 193, Port Malabar Unit 7, according to the Plat thereof, as Recorded in Plat Book 14, Pages 125-135, of the Public Records of Brevard County, Florida, for such an endeavor.

STAFF RECOMMENDATION:

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

LOCATION MAP



Map is for illustrative purposes only!
Not to be construed as binding or a survey.
Map created by the City of Palm Bay
Public Works Department (RSD), on August 12, 2021.

VE-9-2021

0 25 50 100
Feet
1 inch = 100 feet



LEGAL DESCRIPTION

SHEET 1 OF 2

SECTION 31, TOWNSHIP 28 SOUTH, RANGE 37 EAST

NOT VALID WITHOUT THE SKETCH
ON SHEET 2 OF 2

PARENT PARCEL ID: 28-37-31-FR-193-11
PURPOSE: VACATE PORTION OF EASEMENT

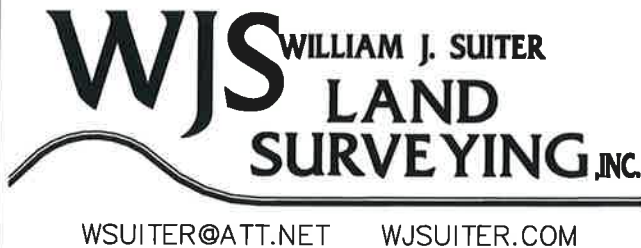
LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF LOT 11, BLOCK 193, PORT MALABAR UNIT SEVEN ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 14, PAGES 125 THRU 135 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 10.00 FEET OF THE SOUTH 20.00 FEET, LESS THE EAST AND WEST 6.00 FEET OF SAID LOT 11.
CONTAINING 680 SQUARE FEET.

SURVEYORS NOTES:

- 1.) BEARINGS BASED ON THE ASSUMPTION THAT THE NORTH LINE OF BLOCK 193 BEARS S89°21'04"E PER PLAT OF PORT MALABAR UNIT SEVEN.
- 2.) PROPERTY LIES WITHIN SECTION 31, TOWNSHIP 28 SOUTH, RANGE 37 EAST.
- 3.) PU & DE DENOTES PUBLIC UTILITIES AND DRAINAGE FACILITIES EASEMENT.



WHEN PRINTED THIS DOCUMENT IS NOT CONSIDERED SIGNED AND SEALED. THIS SURVEY IS ONLY VALID WHEN THE SIGNATURE CAN BE VERIFIED ON THE ELECTRONIC DOCUMENTS ONLY. THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED.

William J
Suiter

Digitally signed by
William J Suiter
Date: 2021.08.12 12:55:24
-04'00'

PROFESSIONAL SURVEYOR AND MAPPER IN
RESPONSIBLE CHARGE
WILLIAM J. SUITER
FLORIDA CERTIFICATE NO. 4210
CERTIFICATE OF AUTHORIZATION #LB 5419

COPYRIGHT © 2021 WILLIAM J. SUITER LAND
SURVEYING, INC. ALL RIGHTS RESERVED



PREPARED FOR: JOSE L. SANTANA
GREGORIA SANTANA

PREPARED BY: WILLIAM J. SUITER LAND SURVEYING, INC.
ADDRESS: 1849 CANOVA STREET SE, PALM BAY, FLORIDA 32909
PHONE: (321) 728-0553

DATE: 6-8-2021

SECTION 31, TOWNSHIP 28 SOUTH, RANGE 37 EAST

DRAWING NO. 21-68VE

"EXHIBIT A"

SKETCH OF DESCRIPTION

SECTION 31, TOWNSHIP 28 SOUTH, RANGE 37 EAST

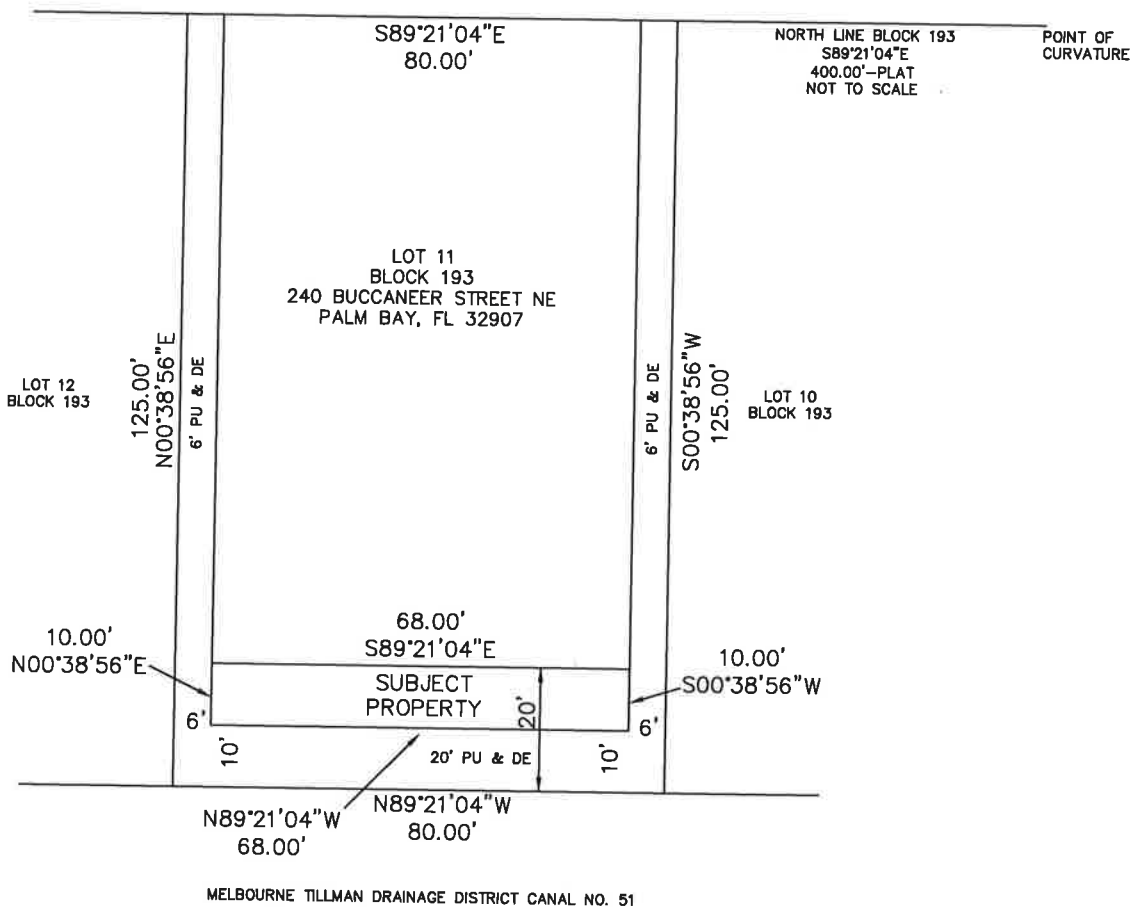
SHEET 2 OF 2

NOT VALID WITHOUT THE LEGAL
DESCRIPTION ON SHEET 1 OF 2



SCALE 1" = 30'
THIS IS NOT A SURVEY

50' RIGHT OF WAY-OPEN
BUCCANEER STREET

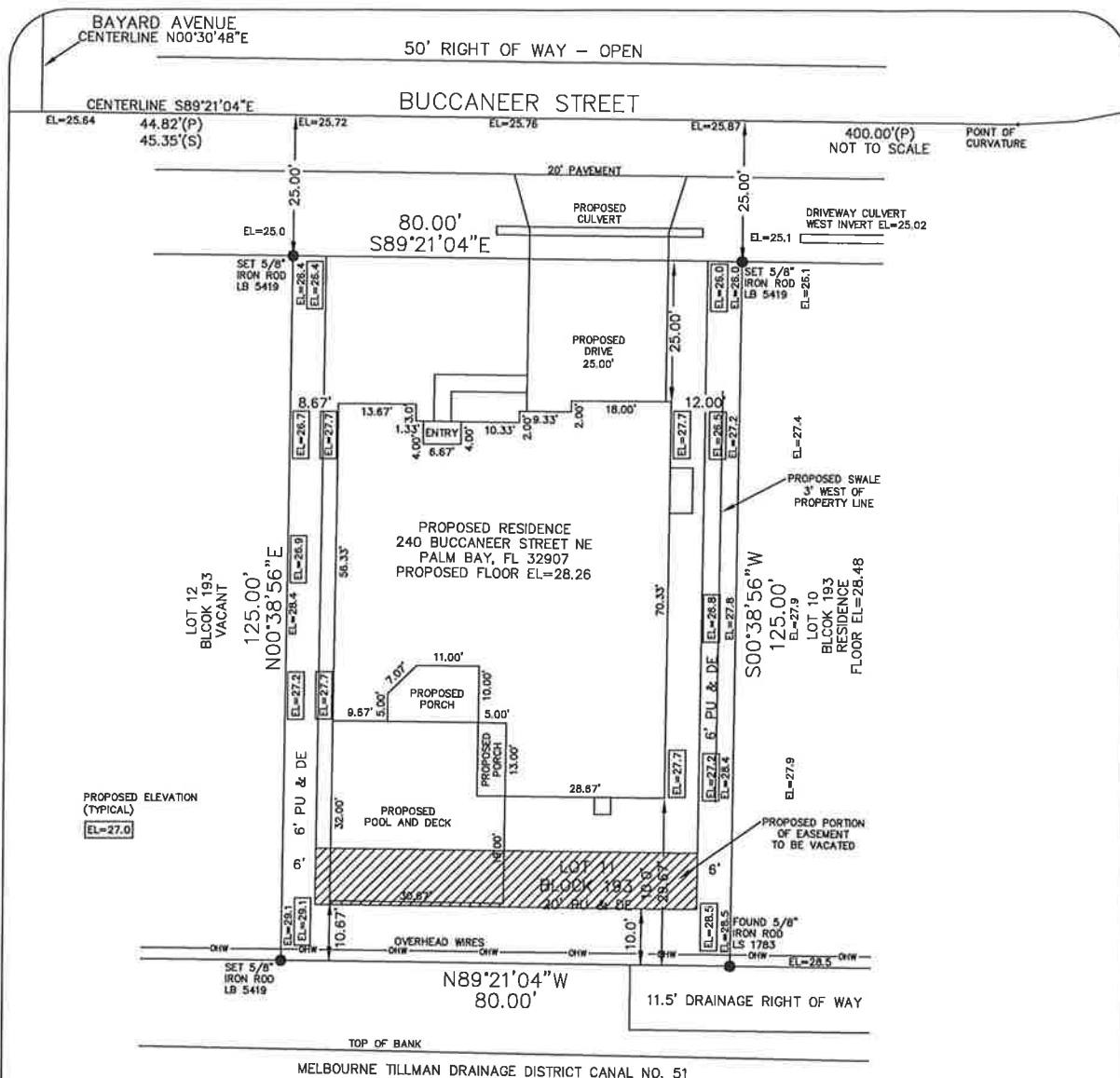


WSUITER@ATT.NET WJSUITER.COM

PROJECT NO.: 21-68VE

PREPARED BY: WILLIAM J. SUITER
LAND SURVEYING, INC.

SECTION 31, TOWNSHIP 28 SOUTH, RANGE 37 EAST



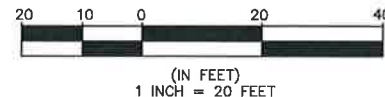
CERTIFIED TO:
NATIVE HOMES OF BREVARD, INC.

DESCRIPTION

LOT 11, BLOCK 193, PORT MALABAR UNIT SEVEN ACCORDING TO THE PLAT THEREOF AS RECORDED AS RECORDED IN PLAT BOOK 14, PAGES 125 THRU 135 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

NOTES:

- 1.) BEARINGS BASED ON THE ASSUMPTION THAT THE CENTERLINE OF BUCCANEER STREET NE BEARS S89°21'04"E PER PLAT OF PORT MALABAR UNIT SEVEN.
- 2.) ELEVATIONS "EL.=25.76" BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929.
- 3.) LOT DIMENSIONS ARE AS PLATTED(P) AND SURVEYED(S) UNLESS OTHERWISE NOTED.
- 4.) PROPERTY LIES WITHIN SECTION 31, TOWNSHIP 28 SOUTH, RANGE 37 EAST.
- 5.) PU & DE DENOTES PUBLIC UTILITIES AND DRAINAGE FACILITIES EASEMENT.
- 6.) NO ID DENOTES NO IDENTIFICATION.



WJS WILLIAM J. SUITER LAND SURVEYING, INC. 1849 CANOVA STREET SE PALM BAY, FLORIDA 32909 (321) 728-0553 WSUITER@ATT.NET WJSUITER.COM	REVISIONS REVISE EASEMENT VACATION 6-8-2021	WHEN PRINTED THIS DOCUMENT IS NOT CONSIDERED SIGNED AND SEALED. THIS SURVEY IS ONLY VALID WHEN THE SIGNATURE CAN BE VERIFIED ON THE ELECTRONIC DOCUMENTS ONLY. THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED. William J Suiter Digitally signed by William J Suiter Date: 2021.06.08 14:29:02 -04'00' PROFESSIONAL SURVEYOR AND MAPPER IN RESPONSIBLE CHARGE WILLIAM J. SUITER FLORIDA CERTIFICATE NO. 4210 CERTIFICATE OF AUTHORIZATION #LB 5419	
	FLOOD ZONE X FLOOD INSURANCE RATE MAP NUMBER 12009C0595G.	COPYRIGHT © 2021 WILLIAM J. SUITER LAND SURVEYING, INC. ALL RIGHTS RESERVED	
	SURVEY DATE: APRIL 30, 2021	SCALE: 1" = 20'	
	FIELD BOOK: N/A	PAGE: N/A	



VE-9-2021

PUBLIC WORKS DEPARTMENT

1050 MALABAR ROAD SW PALM BAY, FLORIDA 32907

PHONE: (321) 952-3403

EMAIL: pwpermitting@palmabayflorida.org

REQUEST TO VACATE EASEMENT/DRAINAGE RIGHTS-OF-WAY

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

Name of Applicant (Please print): Native Homes of Brevard - Jose Santana

Address: 1866 Bel Ct. - 240 Buccaneer St. NE

City: Indianapolis Palm Bay, FL 32909
Zip Code: 32903

Phone Number: 321-508-7851 Business Phone Number: 321-372-3005

Fax Number: N/A Email: nativehomesofbrevard@gmail.com

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

A PARCEL OF LAND BEING A PORTION OF LOT 11, BLOCK 193, PORT MALABAR UNIT SEVEN ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 14, PAGES 125 THRU 135 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE NORTH 10.00 FEET OF THE SOUTH 20.00 FEET, LESS THE EAST AND WEST CONTAINING 680 SQUARE FEET.

Section: 31 Township: 28 SOUTH Range: 37 EAST

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

Zoning classification at present: RS-2

Which action applying for (easement, drainage): Easement vacation

Reason for requesting vacation and intended use: Installation of a swimming pool

If the encroachment currently exists, provide the date that a permit was issued by the Building Division.
N/A

The following enclosures are needed to complete this application:

- ☐ \$182.00 Application Fee. Make check payable to "City of Palm Bay".
- ☐ List of names and addresses of property owners abutting the lot or parcel within which the easement or drainage right-of-way is located;
- ☐ Copy of plat, map, etc. depicting area location of easement or drainage right-of-way to be vacated.
- ☐ Original notarized letters from the utility and service companies are required stating whether or not they object to or if there is no interest in the vacating of the easement or drainage right-of-way. If equipment lies within the easement or drainage right-of-way requested for vacation, the applicant shall be responsible for any expenses incurred for relocating same, unless other arrangements have been made with the company.
 - a) Florida Power & Light Company;
 - b) AT&T Telecommunications;
 - c) Spectrum Cable;
 - d) Melbourne-Tillman Water Control District (if applicable);
 - e) Florida City Gas (if applicable);
 - f) Holiday Park, Board of Directors (if applicable).

Are you the property owner of record? ☐ Yes ☒ No

If no, a notarized letter from the property owner must be attached giving consent to the applicant to request the vacating.

Contact the Land Development Division (321-733-3042) as to whether a variance is required. If Required, YOU MUST OBTAIN APPROVAL FOR THE VARIANCE PRIOR TO PROCEEDING WITH THE VACATING REQUEST.

☐ Required ☒ Not Required

I, THE UNDERSIGNED UNDERSTAND THAT THIS APPLICATION AND ALL DATA ATTACHED MUST BE COMPLETE AND ACCURATE BEFORE CONSIDERATION BY THE CITY COUNCIL.

UNDER PENALTY OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING REQUEST TO VACATE EASEMENT/DRAINAGE RIGHTS-OF-WAY APPLICATION AND THAT THE FACTS STATED IN IT ARE TRUE.

Signature of Applicant Bill Kirst Date 7-23-2024

Printed Name of Applicant Bill Kirst

FOR OFFICE USE ONLY

Land Development Division _____ Date _____

July 9th, 20 21

Re: Letter of Authorization

As the property owner of the site legally described as:

Lot 11, Block 193, Port Malabar Unit Seven, according to the plat thereof, recorded in Plat Book 14, Pages 125 thru 135, inclusive of the Public Records of Brevard County, Florida.

I, Owner Name: Jose Santana

Address: 15981 Huntridge Road, Ft. Lauderdale, FL 33331

Telephone: 954-294-2516

Email: josesantan13@live.com

hereby authorize:

Representative: Native Homes of Brevard / William Kirst

Address: 1866 Bel Ct., Indialantic, FL 32903

Telephone: 321-508-7851

Email: nativehomesofbrevard@gmail.com

to represent the request(s) for:

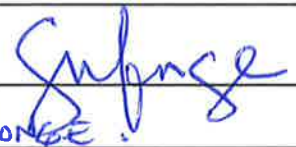
Vacate Easement


(Property Owner Signature)

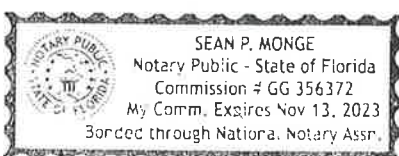
STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 09 day of July, 20 21 by JOSE L SANTANA, property owner.


SEAN MONGE, Notary Public

☐ Personally Known or ☒ Produced the Following Type of Identification:



FLORIDA # 5535 432 77 3650
EXP: 10/05/2021

ORDINANCE 2021-60

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, VACATING AND ABANDONING A PORTION OF THE REAR TWENTY (20) FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT, LOCATED WITHIN LOT 11, BLOCK 193, PORT MALABAR UNIT 7, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 14, PAGE 130, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND LEGALLY DESCRIBED HEREIN; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Jose Santana has requested the City of Palm Bay, Florida, to vacate a portion of a certain public utility and drainage easement, which portion is legally described herein, and

WHEREAS, the vacation and abandonment of said portion of the public utility and drainage easement will neither adversely affect nor benefit the public.

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

SECTION 1. The City Council of the City of Palm Bay hereby vacates and abandons a portion of the rear public utility and drainage easement located within Lot 11, Block 193, Port Malabar Unit 7, according to the plat thereof as recorded in Plat Book 14, Page 130, of the Public Records of Brevard County, Florida, Section 31, Township 28S, Range 37E, being more particularly described as follows:

The north 10.00 feet of the south 20.00 feet, less the east and west 6.00 feet of said Lot 11; containing 680 square feet, more or less.

SECTION 2. The provisions within this ordinance shall take effect immediately upon the enactment date.

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

Rob Medina, MAYOR

ATTEST:

Terese M. Jones, CITY CLERK

Reviewed by CAO: _____

Applicant: Jose Santana
Case: VE-9-2021

cc: (date) Applicant
Case File
Brevard County Recording



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joan Junkala-Brown, Acting City Manager

THRU: Patrick J. Murphy, Acting Growth Management Director

DATE: 9/2/2021

RE: Request by Barbara Gamerl for a variance to allow a proposed garage to encroach eight (8) feet into the 25-foot side-corner building setback in RS-1, Single-Family Residential District, zoning as established by Section 185.033(F)(7)(c), Palm Bay Code of Ordinances (0.31 acres) (V-29-2021). (Quasi-Judicial Proceeding)

Ms. Barbara Gamerl (James Gamerl, Rep.) has submitted for a variance to allow a proposed garage to encroach 8 feet into the 25-foot side corner building setback, as established by Section 185.033(F)(7)(c) of the Palm Bay Code of Ordinances. The 0.31-acre property consists of one lot containing a single-family home with an attached two-car garage.

The applicant seeks to construct a detached garage addition for their RV on the northeast side of their property. The structure could be placed adjacent to the east side of the home and meet the applicable setbacks. Thus, it appears no special conditions or circumstances exist for the land, structure, or building involved.

REQUESTING DEPARTMENT:

Growth Management

RECOMMENDATION:

Request for City Council to determine, based on the facts presented, the degree of minimal relief, if any, to meet the needs of the variance request, as required by Section 169.009 of the City of Palm Bay Code of Ordinances.

Planning and Zoning Board Recommendation:

Unanimous approval of the Case V-29-2021.

ATTACHMENTS:

Description

Case V-29-2021 - Staff Report

Case V-29-2021 - Survey

Case V-29-2021 - Application

Case V-29-2021 - Board Minutes



STAFF REPORT

LAND DEVELOPMENT DIVISION

120 Malabar Road SE • Palm Bay, FL 32907 • Telephone: 321-733-3042

landdevelopmentweb@palmabayflorida.org

Prepared by

Christopher Balter, Senior Planner

CASE NUMBER

V-29-2021

PLANNING & ZONING BOARD HEARING DATE

August 4, 2021

PROPERTY OWNER & APPLICANT

Barbara Gamerl

PROPERTY LOCATION/ADDRESS

Lot 14, Block 2470, Port Malabar Unit 48, Section 24,
Township 28, Range 36, Brevard County, Florida,
specifically, 1301 Vater Ave NW

SUMMARY OF REQUEST

A variance to allow a proposed garage to encroach 8' into the 25' side corner building setback, as established by Section 185.033(F)(7)(c) of the Palm Bay Code of Ordinances.

Existing Zoning

RS-1, Single-Family Residential District

Existing Land Use

Single-Family Residential Use

Site Improvements

Single-Family Home

Site Acreage

0.31 acres

SURROUNDING ZONING & USE OF LAND

North

RS-1, Single-Family Residential, Single-Family Home

East

Krefeld Road NW

South

Vater Avenue NW

West

RS-1, Single-Family Residential, Vacant Land

BACKGROUND:

The property consists of one lot, with a width of 108.22', and a depth of 125.00'. The property has been owned by the applicants since 1982. The applicant now seeks to construct a garage for their RV on the northeast side of the property.

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 an RV garage." 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. The structure could be placed adjacent to the east side of the home and meet the applicable setbacks. Thus, it appears 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."*

The conditions and circumstances identified, in this application 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 that would be 9' wide, which is not enough for an RV.

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 8' feet into the 25-foot side corner 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-29-2021

Subject Property

Northwest corner of Vater Avenue NW and Krefeld Road NW, specifically at 1301 Vater Avenue 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-29-2021

Subject Property

Northwest corner of Vater Avenue NW and Krefeld Road NW, specifically at 1301 Vater Avenue 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

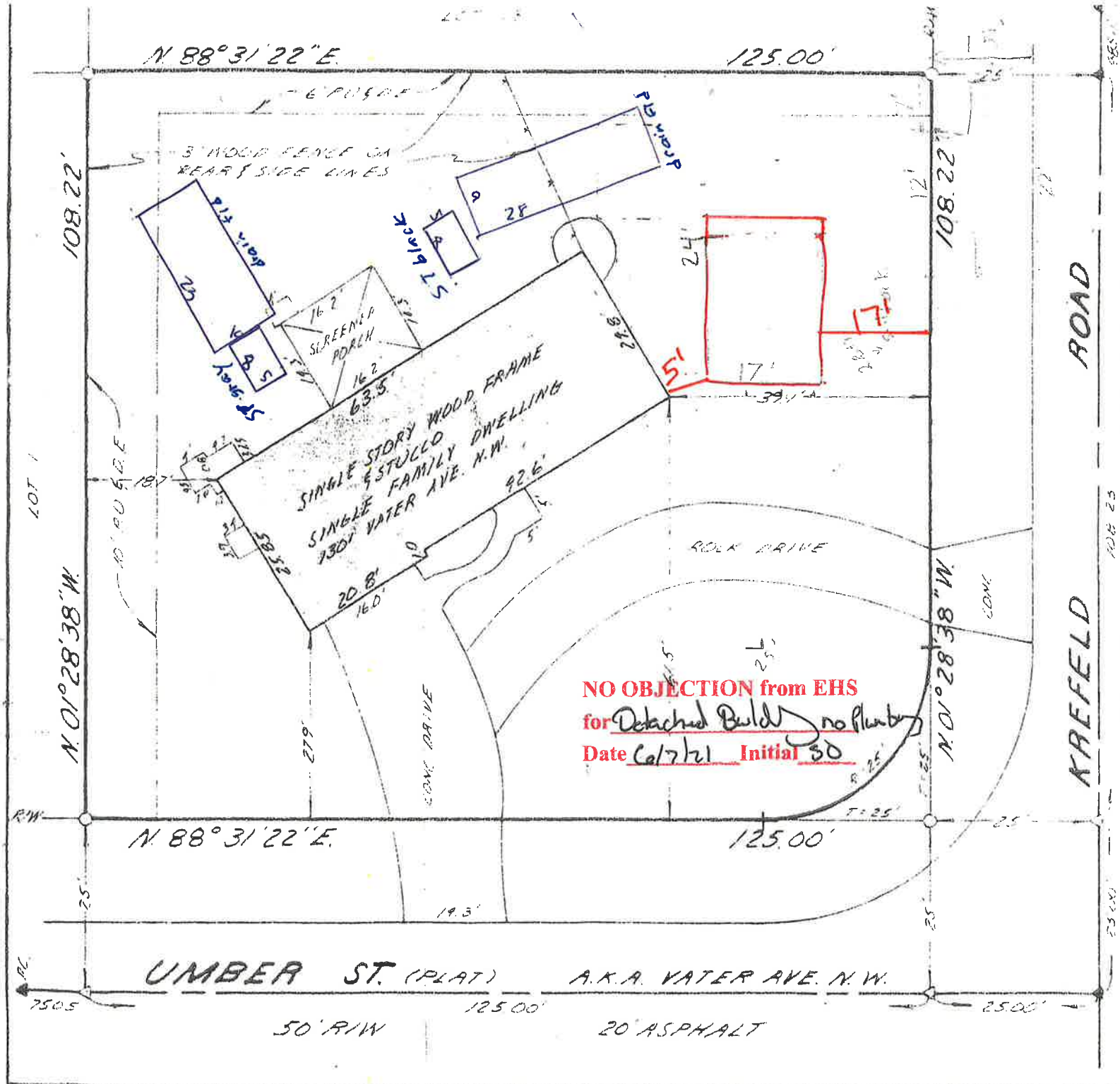
CASE: V-29-2021

Subject Property

Northwest corner of Vater Avenue NW and Krefeld Road NW, specifically at 1301 Vater Avenue NW

Current Zoning Classification

RS-1 – Single-Family Residential District



Done
ASAP
Septic
6/7/2021

NOTE:
THIS PROPERTY IS IN FEDERAL FLOOD
ZONE "C". FINISHED FLOOR ELEVATION
IS NOT A CONSIDERATION FOR FLOOD
INSURANCE.

BOUNDARY SURVEY AND IMPROVEMENT LOCATION

- Legend:
- = iron marker found
 - = iron marker set
 - = concrete mon. fnd.
 - = concrete mon. set
 - ▲ = nail & disk found
 - △ = nail & disk set

DESCRIPTION:

LOT 14, BLOCK 2470, PORT MALABAR UNIT ORTY EIGHT, AS
RECORDED IN PLAT BOOK 22, PAGES 81 THRU 97, OF THE PUBLIC
RECORDS OF BREVARD COUNTY, FLORIDA.

SCALE 1"=20'	DRAWN BY JMB	CLIENT NO. 010-218
<p>REVISIONS</p> <p>A</p> <p>B</p> <p>C</p>		
<p>CERTIFICATION</p> <p>I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON WAS MADE UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND FURTHER THAT IT MEETS THE MINIMUM REQUIREMENTS UNDER CHAPTER 217, H.B. OF THE FLORIDA STATUTES.</p>		
<p>DATE FEB 12 1986</p> <p>Willa M. Mott</p> <p>FLA. CERT. NO. 3353</p>		
<p>PREPARED FOR: Eugene J. Gamert, Barbara E. Gamert H/W, Stockton, Whalley, Devin Co. & State Title & Guaranty Co., Inc. of Brevard</p>		
<p>WILLIAM MOTT LAND SURVEYING INC.</p> <p>SPACE OFFICE CENTER SUITE 1 1137 SO PATRICK RD</p> <p>SATTELITE BEACH FLA 32917 PH 773-112</p>		



LAND DEVELOPMENT DIVISION

120 Malabar Road SE • Palm Bay, FL 32907 • Telephone: (321) 733-3042

Landdevelopment@palmbayflorida.org

VARIANCE APPLICATION

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

PARCEL ID 28-36-24-K2-2470-14

TAX ACCOUNT NUMBER 2806453

LEGAL DESCRIPTION OF THE PROPERTY COVERED BY THIS APPLICATION:

Port Malabar Unit 48, Lot 14, Blk 2470

STREET ADDRESS OF PROPERTY COVERED BY APPLICATION:

1301 Vater Ave NW, Palm Bay, FL 32907

SIZE OF AREA COVERED BY THIS APPLICATION (calculate acreage): 0.31 acres

EXISTING ZONING CLASSIFICATION OF PROPERTY (ex.: RS-2, CC, etc.) 0110 Single Family

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:

NA

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):

This request is for an 8-foot allowance on the 25-foot setback requirement for structures.

Steel building will be 17' x 24' x 12' high.

CITE THE APPLICABLE SECTION(S) OF THE ZONING ORDINANCE AND ITS REQUIREMENT FROM WHICH VARIANCE IS REQUESTED (ex.: 185.034(f)(7)):

Section 185.034(F)(7)(c), 25-foot setback requirement

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) The house is situated on a corner lot and placed at an angle to Vater Ave and Krefeld Road. This angled placement shrinks the usable property space when accounting for setbacks, property lines, and septic tank drain fields.
 - (b) The placement of the house on the property was done in 1982 when applicant's parent had the house built.
 - (c) As noted in para (a) above, the usable space is very limited and does not allow for any new structure to be built without encroaching on the setbacks, property lines, and/or septic tank drain fields.
 - (d) Applicant intends to build a steel structure to house a small recreational vehicle (RV). The minimum size structure needed is 17 feet by 24 feet.
 - (e) If granted, the variance will not confer any special privileges to applicant. There are similar structures erected on properties all over Palm Bay.
 - (f) If granted, the variance will allow the applicant to pour a concrete slab and erect a steel building to house a small RV. The structure will blend in with the neighborhood and not be detrimental to the surrounding area.

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 Barbara E. Gamert **Date** 7/12/2021

Printed Name James Gamert

Full Address 1301 Vater Ave NW Palm Bay FL 32907

Telephone 402-415-9136

Email j_gamert@yahoo.com

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

July 12, 2021

Re: Letter of Authorization

As the property owner of the site legally described as:

Port Malabar Unit 48, Lot 14, Blk 2470

I, Owner Name: Barbara Gamerl

Address: 1301 Vater Ave NW

Telephone: 321 327 5055

Email: barbara.gamerl@gmail.com

hereby authorize:

Representative: James Gamerl

Address: 1301 Vater Ave NW Palm Bay, FL 32907

Telephone: 4024159136

Email: j_gamerl@yahoo.com

to represent the request(s) for:

variance application

Barbara E Gamerl
(Property Owner Signature)

STATE OF Florida

COUNTY OF Brevard

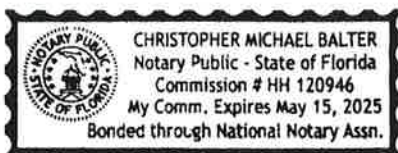
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12 day of July, 2021 by

Barbara E Gamerl, property owner.

Christopher Balter, Notary Public

☐ Personally Known or ☒ Produced the Following Type of Identification:

FLPL G-564-065-36-752-0



CITY OF PALM BAY, FLORIDA
PLANNING AND ZONING BOARD/
LOCAL PLANNING AGENCY
REGULAR MEETING 2021-09

Held on Wednesday, August 4, 2021, in the City Hall Council Chambers, 120 Malabar Road SE, Palm Bay, Florida.

This meeting was properly noticed pursuant to law; the minutes are on file in the Land Development Division, Palm Bay, Florida. The minutes are not a verbatim transcript but a brief summary of the discussions and actions taken at this meeting.

Mr. Philip Weinberg called the meeting to order at approximately 7:00 p.m.

Mr. David Karaffa led the Pledge of Allegiance to the Flag.

ROLL CALL:

CHAIRPERSON:	Philip Weinberg	Present	
VICE CHAIRPERSON:	Leeta Jordan	Present	
MEMBER:	Donald Boerema	Present	
MEMBER:	James Boothroyd	Present	
MEMBER:	Richard Hill	Present	
MEMBER:	Khalilah Maragh	Absent	(Excused)
MEMBER:	Rainer Warner	Absent	(Excused)
NON-VOTING MEMBER:	David Karaffa	Present	
	(School Board Appointee)		

The absence of Ms. Maragh and Mr. Rainer were excused.

CITY STAFF: Present were Mr. Patrick Murphy, Acting Growth Management Director; Mr. Christopher Balter, Senior Planner; Mr. Grayson Taylor, Planner; Ms. Chandra Powell, Recording Secretary; Ms. Jennifer Cockcroft, Deputy City Attorney.

ADOPTION OF MINUTES:

1. **Regular Planning and Zoning Board/Local Planning Agency Meeting 2021-07 June 2, 2021.**

Motion to approve the minutes as presented.

Mr. Murphy presented the staff report for Case T-28-2021. Staff recommended Case T-28-2021 for approval as written.

Mr. Boothroyd asked about the types of businesses seeking to locate within the GC districts. Mr. Murphy stated that dance studios, karate dojos, and workout facilities that were not necessarily personal service establishments but would generate more traffic would be allowed to locate within the GC district.

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

Motion to submit Case T-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.

City Council will hear Case T-28-2021 on August 19, 2021.

NEW BUSINESS:

1. ****V-29-2021 - Barbara Gamerl (James Gamerl, Rep.) - A variance to allow a proposed steel building to encroach 8 feet into the 25-foot side corner setback as established by Section 185.034(F)(7)(c) of the Palm Bay Code of Ordinances. Lot 14, Block 2470, Port Malabar Unit 48, Section 24, Township 28, Range 36, Brevard County, Florida, containing approximately .31 acres. (Northwest corner of Vater Avenue NW and Krefeld Road NW, specifically at 1301 Vater Avenue NW)**

Mr. Balter presented the staff report for Case V-29-2021. The board had to determine, based on the facts presented, the degree of minimal relief, if any, to meet the needs of the variance request, as required by Section 169.009 of the City of Palm Bay Code of Ordinances.

Mr. James Gamerl (applicant) stated that his 21-foot recreational vehicle was vandalized in May and sustained several hundred dollars in damage. The proposed

17-foot by 24-foot garage would protect his RV from the weather and future vandals. He said that the structure would face the existing curved driveway and blend nicely with his home and the neighborhood.

Mr. Boothroyd wanted to know the type of construction proposed for the garage. Mr. Gamerl stated a metal structure was proposed.

Mr. Boerema remarked on the difficulty in maneuvering a 21-foot-long RV into a 17-foot-wide garage. Mr. Gamerl explained that a 10-foot approach to the driveway would allow the RV to be maneuvered into the garage.

Ms. Jordan questioned why a five-foot gap would exist between the home and the garage. Mr. Gamerl stated that the City code required five feet from the existing structure.

The floor was opened for public comments.

Mr. Fredrick Smith (resident at Vater Avenue NW) spoke against the request. He stated that a metal structure next to the older home would not look good and would overpower the house. He believed the proposed structure would bring down his property value. He was not aware of any problems with vandalism or break-ins in the neighborhood.

Ms. Trish Shaw (resident at Vater Avenue NW) spoke against the request. She stated that the proposed structure would be an eyesore.

Ms. Heather Humes (resident at Vater Avenue NW) spoke against the request. The metal garage would not fit with the well-kept neighborhood. She wanted the structure to match with the applicant's home.

The floor was closed for public comments, and there was no correspondence in the file.

Mr. Balter stated that the applicant had confirmed with staff that the proposed structure would be painted to match the home; therefore, a variance was not required from that section of the code.

Ms. Jordan wanted to know the class and width of the applicant's RV. She asked if the garage could be reduced further to accommodate the RV. Mr. Gamerl stated that the RV was Class B and 9-feet wide. The garage was the smallest size possible to allow enough access around the structure to open the sliding doors on each side.

Mr. Boothroyd noted that the subject structure would be allowed by code if it did not encroach the side setback.

Motion to submit Case V-29-2021 to City Council for approval.

Motion by Mr. Boothroyd, seconded by Mr. Hill. Motion carried with members voting as follows:

Aye: Weinberg, Jordan, Boerema, Boothroyd, Hill.

Case CP-12-2021, New Business Item 3 was heard at this time.

3. CP-12-2021 - City of Palm Bay (Growth Management Department) - Property Rights Element - An amendment to the Palm Bay Comprehensive Plan to create the Property Rights Element

Mr. Murphy presented the staff report for Case CP-12-2021. Staff recommended Case CP-12-2021 for approval and to transmit the request to the Department of Economic Opportunity for review, pursuant to Chapter 163, Florida Statutes.

Mr. Murphy explained that the proposed Property Rights Element was required via Florida House Bill 59. The City had land use and associated applications on hold that could not be processed until the Property Element was adopted.

Mr. Boothroyd wanted to know the purpose of the amendment. Mr. Murphy stated that that the Property Rights Element would be an additional Comprehensive Plan element by which an application amendment would be judged. The City would have to evaluate whether property rights of an applicant.

Mr. Weinberg commented that property rights were already a matter of law under real property rights. Ms. Cockcroft added that the matter was currently a big discussion topic within the legal community.



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Terese Jones, City Clerk

DATE: 9/2/2021

RE: Appointment of one (1) member to the Community Development Advisory Board.

The vacancy has been announced at several Council meetings and applications solicited for same.

This board is comprised of members representing various fields. The aforementioned vacancy could represent one of the following positions: 'residential home builder', 'actively engaged in home building', 'employer within the City', 'for-profit provider' or 'not-for-profit provider'.

The following application has been received to represent the 'employer within the City' position:

Cristina I. Wright

REQUESTING DEPARTMENT:

Legislative

FISCAL IMPACT:

None

RECOMMENDATION:

Motion to approve the appointment of one (1) member to represent the 'employer within the City' position on the Community Development Advisory Board.

ATTACHMENTS:

Description

CWright



APPLICATION FOR MEMBERSHIP / City Boards or Committees

City of Palm Bay • 120 Malabar Road • Palm Bay, FL 32907
Phone: 321-952-3414 • www.palmbayflorida.org • Fax: 321-953-8971

BOARD/COMMITTEE

Name of Board/Committee: Community Development Advisory Board
Full Name: Cristina Isabel Wright
Home Address: P.O. Box 100154
City: Palm Bay Zip Code: 32910
Telephone Number: 321-482-7088 Fax Number:
Email Address:

EMPLOYMENT

Employer: CITY OF PALM BAY POLICE DEPARTMENT Occupation: 911 DISPATCHER
Address: 130 Malabar Rd
City: Palm Bay State: FL Zip Code: 32907
Telephone Number: 321-952-3400 Fax Number:
Email Address: cwright6329@outlook.com
Job Responsibilities: Dispatcher

EDUCATION

High School Name: Palm Bay High School
Location: Melbourne, FL Years Completed: 4 Major/Degree: H.S. Diploma
College Business or Trade School: Florida International University
Location: Miami, FL Years Completed: 4 Major/Degree: B.S. Criminal Justice
Professional School: Keiser College
Location: Melbourne, FL Years Completed: 2 Major/Degree: Criminal Justice
Other:
Location: Years Completed: Major/Degree:

APPLICANT INFORMATION

Have you ever held a business tax receipt? ☒ Yes ☐ No *If yes, please provide the following:*

Account Number 172347 / Receipt Number 885401440

Title: Cornerstone Management Solutions, Inc.

Issue Date: 07/06/2021 Issuing Authority: BREVARD COUNTY TAX COLLECTOR

If any disciplinary action has been taken, please state the type and date of the action taken:

Disciplinary Action: Disciplinary Date:

Are you a resident of the City? ☒ Yes ☐ No *If yes, how long?* 16 Years Months

How long have you been a resident of Brevard County? 16 Years Months

Are you a United States citizen? ☒ Yes ☐ No

Are you a registered voter of the City? ☒ Yes ☐ No

Are you employed by the City? ☒ Yes ☐ No *If yes, what department?* Police Department

Do you presently serve on a City board(s)? ☐ Yes ☒ No *If yes, please list board(s):*

Have you previously served on a City board(s)? ☐ Yes ☒ No *If yes, please list board(s):*

Are you currently serving on a board, authority, or commission for another governmental agency?

☐ Yes ☒ No *If yes, what board(s):*

Have you ever been convicted or pled guilty to a criminal charge or pled nolo contendere (no contest) to a criminal charge? ☐ Yes ☒ No *If yes, what charge:*

Where: When:

Disposition was: ☐ Convicted ☐ Pled Guilty ☐ Pled No Contest

Have your civil rights been restored? ☐ Yes ☐ No

Are you a member or participant of any community organizations? ☒ Yes ☐ No

If yes, please list: SEIU NAGE AND FPRHCC

What are your hobbies / interests? I love spending quality time with my family and enjoy my Aquariums.

Why do you want to serve on this board / committee? I want to serve on the Community Development

Advisory Board because I want to participate and corroborate in the inclusion of minority small businesses

and non profits in programs available to guarantee their projects

Section 760.80, Florida Statutes, requires certain information on statutorily created boards to be filed on an annual basis. Please complete the following.

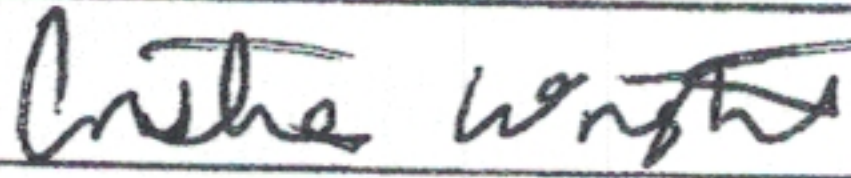
Race: Hispanic Gender: Female Physically Disabled: ☐

APPLICATION CERTIFICATION

By filing this application with the City of Palm Bay and placing my signature below, I do hereby acknowledge the following:

1. This Application, when completed and filed with the Office of the City Clerk, is a PUBLIC RECORD under Chapter 119, Florida Statutes, and is open to public inspection.
2. I am responsible for keeping the information on this form current and that any changes or updates will be provided to the Office of the City Clerk.
3. I consent to filing the Statement of Financial Interests if required for this board.
<http://www.ethics.state.fl.us>
4. If appointed to a board/committee, I acknowledge that it is my obligation and duty to comply with the following:
Code of Ethics for Public Officials (Florida Statutes, Chapter 112, Part III)
Florida Sunshine Law (Florida Statutes, Chapter 286)
<http://www.flsenate.gov/Statutes>
5. I understand the responsibilities associated with being a board/committee member, and I will have adequate time to serve on this board/committee.

The information provided on this form is true and correct, and consent is hereby given to the City Council or its designated representative to verify any and/or all information provided.

Signature:  Date: 8/19/2021

Mail the application to:

City of Palm Bay
Office of the City Clerk
120 Malabar Road, SE
Palm Bay, Florida 32907

Fax the application to:

321-953-8971

SUBMIT FORM



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Joan Junkala-Brown, Acting City Manager

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

DATE: 9/2/2021

RE: Consideration of implementing the Mayor's Business Spotlight Program; and authorize the Mayor to recognize the business of the quarter on behalf of the City Council. (Mayor Medina)

In an effort to acknowledge Palm Bay businesses, the Community & Economic Development Department, at the request of the Mayor, developed a quarterly business spotlight program. The program is designed to feature local businesses who foster pride in the City's thriving business community and strong local economy. The goal of the program will be to recognize and award businesses for their achievements in both their business growth and support for the community. The spotlight program will allow businesses to showcase unique information about what makes their business value-added to the local community and Palm Bay residents.

As this program was requested by Mayor Medina, the program is entitled, "Mayor's Business Spotlight." Businesses will be recognized and awarded on a quarterly basis through an application and review-committee process with the committee consisting of the Mayor, a staff member from the Community and Economic Development Department, and a staff member from the City's Communications Division team. Eligibility requirements include a commercial business operation with a physical location within Palm Bay city limits and having a valid Business Tax Receipt (BTR) with the City. Anyone may submit a recognition nomination application. Businesses will be selected on a number of criteria including longevity, growth in revenue and/or employees, innovation, community involvement and recognition.

The selected businesses will receive the following: an acknowledgement by the Mayor on behalf of the City Council along with a certificate of recognition/proclamation at a regularly scheduled City Council meeting, a business spotlight feature on the City's Community and Economic Development website and recognition in the City's Community Connection quarterly newsletter for the entire length of the quarter, and receive an exclusive "Mayor's Business Spotlight" window decal/cling to proudly display at their place of business.

With Council's approval, staff will begin to implement the program in order to identify the first recipient at the beginning of Fiscal Year 2022.

REQUESTING DEPARTMENT:
Community & Economic Development

FISCAL IMPACT:

Costs associated with the production/printing of a window decal/cling (estimated to be less than \$150) will be budgeted in account number 001-3410-552-47-01 for FY 2022.

RECOMMENDATION:

Motion to authorize staff to implement the Mayor's Business Spotlight Program and authorize the Mayor to recognize the business of the quarter on behalf of the City Council.

ATTACHMENTS:

Description

Mayor's Business Spotlight Criteria

Mayor's Business Spotlight Application



Mayor's Business Spotlight

Business of the Quarter Recognition Program

Overview

In an effort to support the local business community, the Community & Economic Development Department developed a quarterly business spotlight program. The program is designed to feature local businesses who foster pride in the City's thriving business community and strong local economy. The goal of the program will be to recognize and award businesses for their achievements in developing both their business and support for the community. Businesses will be able to showcase unique information about what makes their business a valued addition to Palm Bay.

Eligibility

Any commercial business with a physical location operating within Palm Bay city limits and having a valid Business Tax Receipt (BTR) with the City is eligible for nomination. *The business being nominated should demonstrate at least one of the following attributes:*

- *Longevity* – history of establishment in the city not less than 2 years; or
- *Growth* – exemplifies positive growth trends in physical expansion, increased revenue and/or workforce; or
- *Innovation* – demonstrates creativity and imagination in their field; or
- *Involvement* – active in the community and encourages employees to be engaged; or
- *Recognition* – publicly recognized for an achievement or award that positively promotes Palm Bay.

Nomination Process

Anyone may submit a recognition nomination on an application prescribed by the City and submitted to the Community and Economic Development (CED) Department. Nominations can also be submitted online at www.palmbayflorida.org/bizspotlight.

Selection & Award

- Eligible nomination forms shall be submitted to CED Department.
- A selection committee consisting of the Mayor, a staff member from the CED Department, and a staff member from the City's Communication team will evaluate and select the business of the quarter recipient.
- Staff from the CED Department will coordinate recognition efforts, including notifying the selected business.
- The business will be acknowledged by the Mayor and City Council at a regularly scheduled City Council meeting and presented with a certificate of recognition/proclamation.
- The business will be featured on the City's CED Department website for the entire length of the quarter.
- The business will receive an *exclusive* "Mayor's Business Spotlight" window decal/cling recognizing them as a Palm Bay Business of the Quarter recipient.

City of Palm Bay

Mayor's Business Spotlight Application

Business Name: _____ Owner or Operator: _____

Address: _____

Phone: _____ Cell: _____

Email: _____ Website: _____

Established Date: _____ Annual Sales: _____

Number of Employees: _____ Number of Employees at start-up date: _____

Please give us a brief description of the business:

Why does this business deserve to be a spotlight recipient?

Growth: How has the business grown since its establishment (in employees and/or revenue)? What is the vision and potential for growth in the future?

Return to: Office of Community & Economic Development; 120 Malabar Road SE, Palm Bay, FL 32907, 2nd Floor
OR via Email: econdev@pbfl.org

Community Involvement and Contribution: How is this business a good corporate citizen? Does the business participate in any charitable events? Does the business contribute time, talent, and financial or in-kind assistance to the community, local schools, and nonprofit organizations?

Recognition: What makes this business outstanding? What achievements has the business accomplished? How does the business make its customers feel special and embody Palm Bay Pride? References to previous honors, awards, news articles, industry recognition, and feedback from customers, suppliers, or vendors are all helpful.

Innovation: What does this business do that is innovative in how they produce their products, provide their services, or serve their customers?