



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

## **AGENDA**

### **Regular Council Meeting 2021-24 Thursday**

**September 16, 2021 - 7:00 PM  
Council Chambers, 120 Malabar Road SE, Palm Bay FL 32907**

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

#### **INVOCATION:**

1. Pastor Caleb Phelps - Faith Baptist Church, Palm Bay.

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

#### **ROLL CALL:**

#### **ANNOUNCEMENTS:**

1. One (1) vacancy on the Business Improvement District Board (represents 'at-large' member who owns a commercial property or operates a business within the District).++
2. One (1) vacancy on the Community Development Advisory Board (represents 'residential home builder', 'actively engaged in home building', 'for-profit provider' or 'not-for profit provider' positions).++
3. Two (2) vacancies on the Youth Advisory Board (represents 'at-large- student member positions).++
4. One (1) vacancy on the Youth Advisory Board (represents 'adult member, 30 years and older' position).++

#### **AGENDA REVISIONS:**

1. Item 2, under Consent Agenda, relating to the award of proposal for commercial real estate brokerage services: Please note that the company name has changed (from National Realty of Brevard, Inc. to One Sotheby's International Realty) due to a merger; however, the same employees will be working with the City and this does not affect the recommendation for award of proposal.

#### **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. Award of Proposal: Bus bench and bus shelter advertising - RFP 49-0-2021 – Public Works Department (Fuel Media Holdings - \$38,100 in estimated revenue).
2. Award of Proposal: Commercial real estate brokerage services - RFP 59-0-2021 – Community and Economic Development Department (National Realty of Brevard, Inc. - commissions paid from proceeds of sales).
3. Contract: South Regional Water Reclamation Facility construction, Change Order 3 (IFB-39-0-2020) – Utilities Department (RJ Sullivan - \$350,466).
4. Resolution 2021-44, amending Resolution 2020-49, adopting Classification and Pay Plans and the Position Control Plan for employees of the City of Palm Bay (fourth amendment).
5. Resolution 2021-45, amending Resolution 2020-50, adopting the Five-Year Capital Improvements Program for Fiscal Years 2020-2021 through 2024-2025 (fourth amendment).
6. Consideration of an Interlocal Agreement with the City of Melbourne for the Florida Avenue Paving Project.
7. Consideration of terminating the grant agreements with the Florida Division of Emergency Management and the Florida Department of Economic Opportunity for the Voluntary Home Buyout Program due to lack of eligible households to participate in the program.
8. Consideration of a purchase offer for City-owned surplus real estate located at 1942 Agora Circle SE to buyer BHA Land Investments, LLC (\$45,000).
9. Consideration of a purchase offer for City-owned surplus real estate located at 1956 Agora Circle SE to buyer BHA Land Investments, LLC (\$45,000).
10. Consideration of a purchase offer for City-owned surplus real estate (Tax ID 2839297, in the vicinity of 320 Chaska Street NE) to buyers Randy and Tammy Holliday (\$26,000).
11. Consideration of amending the Planning and Zoning Board By-laws by including provisions for attendance by boardmembers.
12. Consideration of adopting the Sustainability Action Plan.
13. Consideration of a new position and job description titled 'Records Supervisor' within the Police Department.
14. Consideration of utilizing Police Impact Fees for the conversion of a marked patrol vehicle to a marked K9 unit (\$6,175).
15. Consideration of appropriating funds from the Undesignated Fund Balance to the Solid Waste Fund to cover the September 2021 invoice balance for Republic Services (\$230,000).

#### **RECOGNITIONS AND PROCLAMATION:**

1. Recognizing five (5) years of service as a City boardmember on the Planning and Zoning Board - Leeta Jordan; Kay Maragh; Rainer Warner.
2. Recognizing five (5) years of service as a City boardmember on the Utilities Advisory Board - Richard Dexter; Robert Grassman.
3. Esther Theological Seminary - 1st Inauguration, September 2021. (Councilman Foster)

#### **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 2021-45, 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), final reading.
2. 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, final reading.
3. Ordinance 2021-55, amending the Fiscal Year 2020-2021 budget by appropriating and allocating certain monies (fourth budget amendment), final reading.
4. 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.), final reading.
5. 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), final reading.
6. 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), final reading.
7. 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), final reading.
8. 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), final reading.
9. Ordinance 2021-65, granting approval of a Final Development Plan for a Planned Unit Development of a proposed residential subdivision to be known as 'Cypress Bay West Phase II' on property located west of and adjacent to Babcock Street, in the vicinities south of Mara Loma Boulevard and north of Davis Lane (185.747 acres) (Case FD-30-2021, Waterstone Holdings, LLC; Waterstone Farms, LLC; and, Forestar (USA) Real Estate Group), first reading. (Quasi-Judicial Proceeding)

## **UNFINISHED AND OLD BUSINESS:**

1. Appointment of one (1) member to the Melbourne-Tillman Water Control District.

## **COMMITTEE AND COUNCIL REPORTS:**

1. Committee/Council Reports

## **NEW BUSINESS:**

1. Consideration of co-sponsorship and waiver of the fee for the mobile stage for Pushback 2020's Community Immunity event on September 18, 2021 (valued at \$924.78).
2. Consideration of remuneration for Assistant City Attorneys.
3. Consideration of councilmembers attending the Institute for Elected Municipal Officials 1 (IEMO 1) from October 8-10, 2021, in Kissimmee.
4. Consideration of councilmembers attending the Florida League of Cities 2021 Legislative Conference from November 3-5, 2021, in Kissimmee.

## **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:** Suzanne Sherman, City Manager

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

**DATE:** 9/16/2021

**RE:** Award of Proposal: Bus bench and bus shelter advertising - RFP 49-0-2021 – Public Works Department (Fuel Media Holdings - \$38,100 in estimated revenue).

At the request of the City Manager's Office, the Procurement Department solicited proposals on behalf of the City for Bus Bench and Bus Shelter Advertising. The intent of this solicitation was to seek contractors to provide revenue-generating transit commercial advertising services within the City limits. Advertising would be placed on Space Coast Area Transit (SCAT) approved ADA compliant bus benches and bus shelters. The contractor will be responsible for all aspects of exterior advertising sales including shelter and bench design and permitting; installation and removal of benches, shelters and individual advertisements; advertising sales and placements; and bench and shelter maintenance and repair.

Two (2) 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 Growth Management, CED/Housing and Public Works departments, who assigned points for the non-price factors of Summary of Qualifications and Technical Response. Points for cost were determined by the Procurement Department. See attached Scoring-Ranking form. The Evaluation Team unanimously recommended Fuel Media Holdings out of Ponte Vedra, Florida as the top-ranked firm for award.

Fuel Media Holdings demonstrated the experience and ability to successfully market to local and regional businesses to sell advertising on bus benches and bus shelters. Their approach included both bus benches and shelters, whereas the other proposer would only do bus benches.

### **REQUESTING DEPARTMENT:**

Public Works, Procurement

### **FISCAL IMPACT:**

This is a revenue generating agreement. The anticipated revenue for bus bench advertising is \$30,000/year; and for bus shelter advertising is \$8,100/year for a total of \$38,100/year.

### **RECOMMENDATION:**

Motion to approve award of RFP #49-0-2021/SB, Bus Bench and Bus Shelter Advertising, to Fuel Media

Holdings located in Ponte Vedra, Florida for an initial 5-year term with the option to renew for two (2) additional one (1) year terms.

**ATTACHMENTS:**

**Description**

**Scoring-Ranking Form**

**Tabulation Sheet**

**Bus Bench & Shelter Advertising Scope of Work**

## RFP # 49-0-2021 Bus Bench and Bus Shelter Advertising

### CRITERIA - TOTAL 100 POINTS

Summary of Qualifications = 30 points

Technical Proposal = 50 points

Cost = 20 points

Short List - Oral Presentations = 10 points

		Creative Outdoor Advertising of America	Fuel Media Holdings
		800-661-6088 8875 Hidden River Pkwy, Suite 300 Tampa FL 33637	855-552-3624 101 Marketside Ave, Suite 404-177 Ponte Vedra FL 32081
		<a href="mailto:municipal@creativeoutdoor.com">municipal@creativeoutdoor.com</a>	<a href="mailto:pmency@fuelmediaholdings.com">pmency@fuelmediaholdings.com</a>
EVALUATION CRITERIA	POSSIBLE POINTS		
Summary of Qualifications	30	24.00	24.00
Technical Proposal	50	26.67	36.67
<b>SUBTOTAL (1) NON-PRICE FACTORS</b>	<b>80</b>	<b>50.67</b>	<b>60.67</b>
Cost	20	7.56	20.00
<b>SUBTOTAL (2) POINTS</b>	<b>100</b>	<b>58.23</b>	<b>80.67</b>
<b>SHORT LIST - ORAL PRESENTATIONS</b>		N/A	N/A
<b>TOTAL SCORE</b>	<b>100</b>	<b>58.23</b>	<b>80.67</b>

### Final Ranking

Fuel Media Holdings

Creative Outdoor Advertising of America

	<b>RFP #49-0-2021/SB - Bus Bench and Bus Shelter Advertising</b>		<b>Creative Outdoor Advertising of America</b>	<b>Fuel Media Holdings llc</b>
			<b>8875 Hidden River Pkwy, Ste 300</b>	<b>101 Marketside Ave, 404-177</b>
			<b>Tampa FL 33637</b>	<b>Ponte Vedra FL 32081</b>
			<b>800-661-6088</b>	<b>855-552-3624</b>
			<a href="mailto:municipal@creativeoutdoor.com">municipal@creativeoutdoor.com</a>	<a href="mailto:patrick@fueloutdoormedia.com">patrick@fueloutdoormedia.com</a>
	<b>DESCRIPTION</b>		<b>Boulevard Bench</b>	<b>Benches</b>
1	Indicate the number of bus benches to be installed.	A	100	100
2	List the monthly fee to be paid to the City of Palm Bay for each bus bench.	B	\$ 22.00	\$ 25.00
3	Multiply the number of bus benches proposed 'A' by the fee paid for each bench 'B' for the	C	\$ 2,200.00	\$ 2,500.00
4	Multiply the total bench fees paid per month by 12 for the <b>annual payment to the City</b>	D	\$ 26,400.00	\$ 30,000.00
	<b>DESCRIPTION</b>			<b>Shelters</b>
1	Indicate the number of bus shelters to be installed.	A	No Bid	15
2	List the monthly fee to be paid to the City of Palm Bay for each bus shelter.	B		\$ 45.00
3	Multiply the number of bus shelters proposed 'A' by the fee paid for each bench 'B' for the	C		\$ 675.00
4	Multiply the total shelter fees paid per month by 12 for the <b>annual payment to the City</b>	D		\$ 8,100.00
	<b>GRAND TOTAL FEE PROPOSAL</b>		\$ 26,400.00	\$ 38,100.00

## SECTION II

### **AGENCY OVERVIEW**

The City of Palm Bay, incorporated January 16, 1960, is a political subdivision of the State of Florida. The legislative branch of the City is composed of five elected Council Members, one of which is the Mayor. The City Manager is responsible for the execution of Council's established and adopted policy. The City, with a population of over 120,000 residents, is the largest incorporated area in Brevard County.

*(Please visit our official web site, [www.palmbayflorida.org](http://www.palmbayflorida.org))*

### **BACKGROUND**

Palm Bay is perfectly located on the east coast of Florida, midway between Jacksonville and Miami. Palm Bay is the second-largest city in Central Florida with a population of over 120,000 residents and a footprint of over 88 square miles. Recently named #2 on the 2021 Milken Institute Best-Performing Cities Index, Palm Bay is a city on the rise. The city's dynamic high-tech and industrial sectors underpin a growing commercial base, providing local economic stability and quality jobs for residents. Locals and visitors will find a safe, family-friendly community offering a place to work hard and play harder.

Located on Florida's world-famous Space Coast, Palm Bay is just minutes from the beach and a short drive from destinations like Orlando and Port Canaveral. Palm Bay offers a high quality of life with ample recreational activities and plenty of natural spaces. Those seeking outdoor adventure can experience the most biologically diverse estuary in North America by boat on the Indian River Lagoon, discover a natural scrub sanctuary by kayak on Turkey Creek, bike the Grapefruit Trails, or spend the day bass fishing at the world-class Stick Marsh. In Palm Bay, there's something for everyone – what will you discover?

Space Coast Area Transit (SCAT), the area public transit provider, operates multiple bus routes throughout the County and provides 4 bus routes with primary service in Palm Bay, with approximately 243,234 boarding's in 2019. Average weekday boarding's on these routes are approximately 818 per weekday. See Attachment A that provides additional information on Transit Ridership & Accessibility from late 2018.

### **INTRODUCTION**

The City of Palm Bay, Florida is soliciting proposals from qualified Contractors to provide revenue-generating transit commercial advertising services within the City limits. Advertising shall be placed on SCAT approved ADA compliant bus benches and bus shelters. The Contractor shall be responsible for all aspects of exterior advertising sales including shelter and bench design and permitting; installation, and removal of benches, shelters, and individual advertisements; advertising sales and placement; and bench and shelter maintenance and repair as generally set forth in this RFP. The benches and shelters shall be located exclusively within public right-of-way; and, unless otherwise approved by the City, only at designated and posted bus/transit stop locations.

### **SCOPE OF WORK**

The Contractor shall have the right and obligation to provide new bus benches and bus shelters at authorized SCAT bus stop locations within the City. In addition, the contractor shall have the rights and obligation to advertise at already established bus stop locations including stops with benches and/or shelters, which may or may not be ADA compliant. The Contractor shall be responsible for all costs of designing, permitting, installing, maintaining, cleaning, and as applicable removing the bus benches and bus shelters for 5 years with 2 options to renew the contract for 1 year each.

### Advertising Sales

Contractor is responsible for production and marketing services for all advertisements.

Unless provided otherwise in the Contract, all bus benches and bus shelters shall be constructed within the public right-of-way and be ADA compliance. ADA Compliance means that the stop should have the minimum of the following features: a concrete pad that is accessible for bus entry and exit; and accessibility from road and sidewalk to the bus stop pad. It is anticipated that, if the Contract authorizes benches and shelters to be constructed in whole or in part on adjoining property, Contractor will be solely responsible for obtaining lease or license.

Contractor's sole compensation for the services provided under the Contract will be from the leasing of advertising on the bus benches and bus shelters. Contractor shall be responsible for all costs associated with the leasing of such advertising space.

The Contractor shall have commercial rights to market, lease and place commercial advertisements on all bus benches and bus shelters it installs within the City limits of Palm Bay. All advertising, except as noted below, will be obtained for the sole purpose of generating revenue.

The Contractor shall provide monthly compensation per bus bench and per bus shelter to the City in return for said exclusive advertising rights.

The Contractor shall use its best efforts to sell advertising space and operate a fully staffed business office to manage this effort. The Contractor must be familiar with the greater City of Palm Bay area and be capable of acquiring both local and national advertising contracts.

The Contractor shall comply with generally accepted industry principles with all applicable laws and regulations including but not limited to truth in advertising, copyrights, and trademarks. The Contractor shall secure all copyrights and trademarks associated with ads. The Contractor shall remove any advertising the City deems inappropriate within 24 hours of written notice.

The Contractor shall market, produce, install, maintain, and remove all finished advertising material which shall be placed on a bus bench back or in a bus shelter; and remove damaged, stolen, or defaced ads within 24 hours of written notice by the City. The Contractor shall remove all dated advertising material within five days from their expiration date.

While a traditional print advertising model using static displays is anticipated, the option of digital advertising may be considered, based on additional benefits to the City that may be negotiated, such as provision of public Wi-Fi access or other enhancements proposed.

### Advertising Content

The Contractor shall comply with restrictions to be imposed by the Contract on the type of advertisements that will be allowed. The Contract will prohibit the following types of advertising:

- a) Ads promoting tobacco, alcohol, and other adult-related products or services that are not lawfully available to minors, unless such products or services are produced by the State.
- b) Ads containing sexual or excretory subject matter.
- c) Ads that contain false or grossly misleading information.
- d) Ads that infringe on copyright or trademark rights.
- e) Ads that promote or are likely to incite imminent unlawful activity.



- f) Ads that promote the sale of firearms.
- g) Ads that contain profanity or promote or depict violence.
- h) Ads that falsely disparage one or more persons, products, or companies.
- i) Ads that may be disruptive to vehicles or pedestrians using the public right- of-way, whether due to reflectorized material, blinking or flashing lights, noise, or other special effects.
- j) Ads that interfere with the efficient and safe operation of the City or the SCAT transit system.

No defamatory religious, ethnic, racial, discriminatory, or politically offensive advertising, nor acts of violence, criminal activity, or derogatory statements against the government of the United States, State of Florida or local government or law enforcement agencies is permitted. The determination of objectionable matter shall be at the sole discretion of the City Council whose decisions are final.

The Contractor shall screen potential advertisements for compliance with these restrictions, and when applicable to promptly remove prohibited advertising.

Advertising content will be limited as set forth above. The Contractor shall comply with generally accepted industry principles and all applicable laws and regulations including but not limited to truth in advertising, copyrights, and trademarks.

Additionally, the Contractor will:

- a) Remove unapproved or damaged advertising within twenty-four (24) hours of written notice from the City.
- b) Remove all dated advertising materials within five (5) calendar days from its expiration date. Dated advertising materials refers to advertising materials that are relevant to a specific time period or relevant to an event that occurs on a date certain.
- c) The Contractor shall fill all unsold advertising spaces in bus shelters with full size, high quality posters, or with graphics on bus bench backs, advertising the space as available. Posters and graphics shall provide full contact information of the Contractor. Alternately, the City may negotiate the display of Public Service Announcements in unsold ad spaces.
- d) No advertising matter or sign shall be displayed upon any bench except upon the front surface of the backrest, including the Contractor's contact information, which will be visible but will not detract from the advertisement.
- e) The preference is for advertisements to be for businesses, services, or events located within the city limits of Palm Bay. However, proposers are welcome to suggest a mix of business advertising which encompasses city, county, state, and national advertising to provide the highest return on investment for consideration. This discussion should be included in Tab 6 – Technical Proposal, bullet 6.
- f) Advertisements placed in front of an established business will permit that business first right of refusal to advertise their business on the bench or shelter.

**Design and Construction Requirements****Bus Benches and Bus Shelters:**

All bus benches and bus shelters shall meet the following standards:

1. All benches and shelters must comply with the latest federal, state, and local laws and regulations (“collectively, “Legal Requirements”), including:
  - a. The Americans with Disabilities Act.
  - b. Florida Statutes Section 337.408.
  - c. Part I of Ch. 14-20 of the Florida Administrative Code.
  - d. The Florida Building Code and all applicable building codes; and
  - e. Chapter 178 of the City of Palm Bay City Code, governing activities within public right-of-way, except as expressly provided in the Contract.
2. All shelters shall meet or exceed hurricane wind resistance building code requirements for coastal areas.
3. All benches and shelters shall include a display of the Contractor’s name and business telephone number, displayed in a visible location, in an area not to exceed 12 square inches.
4. The configuration, and location of every shelter and shelter pad shall be subject to prior written approval by the City, based on the design and construction standards established in the Contract.
5. All bus benches, bus bench pads, and bus shelters shall be constructed in accordance with the Americans with Disabilities Act. Bus benches pads, and shelters found not to be in compliance with all applicable laws and rules, including, without limitation, the ADA, shall be removed immediately by the Contractor, at no cost to the City. Failure to remove such non-compliant bus benches and shelters shall result in the cost to remove same by the City to be invoiced to the Contractor. The Contractor shall certify compliance of all bus benches, pads, and shelters with the ADA and all applicable laws and rules annually 30 days before the anniversary date of award of the Contract.
6. Contractor shall also review ADA Assessments for all current locations as shown in Attachment B and make the necessary improvements to each site before advertising will be allowed at that location.
7. The Contractor will include the installation and maintenance of lighting to current and future shelter and bench locations. Where no current lighting exists, Contractor is requested to install motion activated solar LED lighting, as well as to consider conversion of existing lighting systems to solar.
8. The Contractor shall display a current SCAT bus schedule in all bus shelters and on Bus Stop sign poles at bus benches.

## 9. Bench and Shelter Maintenance:

- a. Each bench and shelter shall be maintained by the Contractor in a safe, like-new condition at all times, and will be regularly inspected by the Contractor to identify benches and shelters requiring maintenance and/or repair.
  - b. Each bench and shelter shall be kept in a neat, clean, usable condition at all times. Contractor shall maintain the bench pads and bus shelters at least twice weekly, including sweeping, cleaning, removal of litter and debris around each bench or shelter, weed eating around concrete pads, benches, shelters, and deco litter cans, replacement of any deco inserts or liners either damaged or missing, repair of damaged benches, shelters, or trash containers, and maintaining the benches and shelters free from graffiti, litter, and debris. The frequency of maintenance and cleaning shall be increased if judged to be insufficient, at the Contractor's cost. The City will arrange for the Contractor to use designated trash containers to dispose of trash generated from these maintenance activities.
  - c. Steam clean sidewalks in and around the benches and shelters a minimum of twice per year, or as needed to maintain a like-new condition.
  - d. The bench and shelter concrete pad and access to streets and sidewalks shall be kept free of weeds and debris, such that the bench and shelter is always reasonably accessible, as determined by the City. The Contractor, at its sole expense, will maintain a three (3) foot area around the benches and shelters on a scheduled basis, as approved by the City. Maintenance includes mowing, edging, and litter removal from any grassed area surrounding the bench or shelter. Grass clippings will not be blown into the curb or into the street where they might enter the storm drainage system.
  - e. Replace and repair all damaged or defaced benches or shelters or individual bench or shelter components within 24 hours after the City provides notification of such damage or defacement. If such damage or defacement renders the bench or shelter dangerous, the Contractor shall make the bench or shelter safe within four hours and will affect a permanent repair within a mutually agreed upon schedule.
- B. Removal of Benches and Shelters: If, upon the revocation or expiration of the Contract, the Contractor fails promptly to remove a bench, shelter, and/or concrete foundation pad and restore the site to match existing conditions and be compatible with the adjacent property, the City may do so ten (10) days after giving the Contractor written notice, and if the Contractor fails to pay the cost of removal and storage of the bench and shelter within a period of sixty (60) days after the giving of such notice, the Contractor's rights in said bench or shelter will be forfeited, but such forfeiture will not excuse the Contractor from the payment of the cost of removal and storage of the bench or shelter, removal of the pad and storage if applicable, and restoration of the site.
- C. Number of Benches and Shelters: Per Attachment A, the Space Coast Area Transit data reflects that the City has 117 bus stops, with 16 shelters and a total of 33 benches. Contractor may field verify this information. The City Manager or designee has the exclusive right to amend the designated number of benches and shelters.
- D. Location of Benches and Shelters:
1. All bus benches and bus shelters shall be located in the public right of way on roadways that are used as bus routes by SCAT, and at locations where a bus would stop to pick up passengers. All bus bench and bus shelter locations are subject to prior approved by the

City.

2. Any bus bench or bus shelter may be relocated by the Contractor in conformance with the requirements of the Contract, provided that prior to relocating the bench or shelter the Contractor provides to the City a revised location map and the City provides written approval of the revision. The Contractor shall remove the concrete pad from the prior location and completely restore the site to match existing conditions to be compatible with adjacent properties.
3. Each bus bench or bus shelter shall be located parallel to the adjacent road.
4. The City requests that bus benches and bus shelter locations include major bus stops on Malabar Road and Emerson Drive within the city limits.

#### Bus Benches Design and Construction Standards:

1. Benches shall comply with the following additional requirements:
  - a. The bench will not be more than 24 inches in height, 28 inches in depth, and 74 inches in length in accordance with FAC referenced herein.
  - b. The bench will be constructed to discourage opportunities for sleeping or reclining.
  - c. For bench locations with no existing publicly owned streetlights or other existing lights, Contractor shall install motion activated solar LED lighting and review existing lighting for retrofit potential.
  - d. Advertising spaces will be limited to the front surface of the backrest of bus benches. The area of each advertising space may not exceed 12 square feet. Advertising signage will be constructed of durable, weather-resistance materials, using coatings that withstand environmental elements for the duration of the ad placement.
  - e. The bench will be secured on a concrete pad which will be installed according to the SCAT approved FDOT Transit Design Guidelines. The Guidelines are available at:  
<http://www.fdot.gov/transit/Pages/NewTransitFacilitiesDesign.shtm>
  - f. Benches shall be constructed of durable, weather resistant, low maintenance materials, and designed to minimize the possibility of tipping over.
  - g. Benches shall meet sight visibility requirements per FDOT standards and AASHTO Green Book.
  - h. Coordination with utility vendor and utility verifications shall be the responsibility of the vendor.

#### Bus Shelter Design and Construction Standards:

1. Bus Shelters shall be constructed to conform to the "Accessing Transit: Design Handbook for Florida Bus Passenger Facilities Version III –Interim Updates Since 2013 Publication, April 2017" and any updates issued during the term of the contract.

2. The Contractor shall pay all maintained electrical expenses and service costs incurred using any electrical lighting in any bus shelter; however, solar lighting is preferred. The City agrees to allow the Contractor access to and the right to connect to any public streetlights located in close proximity to any shelter provided, however, that the Contractor agrees to reimburse the City for reasonable costs of such electricity consumed in the operation or lighting of any such shelters. Light sources will be shielded to not be directly visible from adjacent vehicles, streets, or nearby buildings. Lighting will not interfere with the night vision of drivers. No exposed neon tubing will be allowed. The Contractor shall make all necessary arrangements with utility companies for the provision of service.
3. Bus shelters found not to be in compliance with all applicable laws and rules, including, without limitation, the ADA, will be removed immediately by the Contractor, at no cost to the City. Failure to remove such non-compliant bus shelters will result in the cost to remove same by the City to be invoiced to the Contractor. The Contractor shall certify compliance of all bus shelters with the ADA and all applicable laws and rules annually 30 days before the anniversary date of award of the Contract.
4. Coordination with utility vendor and utility verifications shall be the responsibility of the vendor and should be shown on the plans in the design for any right-of-way work coordination prior to construction.
5. A right-of-way permit is required from Public Works.
6. Designs shall be Florida Registered signed and sealed with final approval from SCAT.

Standards Applicable to Bus Benches and Bus Shelters [Items 1 – 6 available upon request]

1. 1990 ADA Americans with Disability Act and all Amendments to current date.
2. PROWAG (Public Right-of-Way Accessibility Guidelines); latest version at the time of construction.
3. FDOT Accessibility Codes; latest version at the time of construction.
4. FDOT Plans Preparation Manual Chapter 8.
5. SCAT latest Boarding and Alighting requirements at the time of construction.
6. City of Palm Bay latest right-of-way and Public Works manual.
7. Palm Bay Sign Ordinance, Chapter 178 (Attachment C)

**GENERAL**

The Successful Proposer will appoint one of their employees as the key contact for approval by the City's Project Manager.

It is the City's belief that the service required is adequately described herein. Therefore, any negotiated contract, which may result from this RFP, will include the entire effort required of the proposer to provide the service described.



## LEGISLATIVE MEMORANDUM

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

**FROM:** Suzanne Sherman, City Manager

**THRU:** Nancy A. Bunt, Community & Economic Development Director; Juliet Misconi, Chief Procurement Officer

**DATE:** 9/16/2021

**RE:** Award of Proposal: Commercial real estate brokerage services - RFP 59-0-2021 – Community and Economic Development Department (National Realty of Brevard, Inc. - commissions paid from proceeds of sales).

On March 9, 2021, the City was notified that Redevelopment Management Association, LLC (RMA) of Pompano Beach would not renew their contract with the City, solicited under RFP 27-0-2020, and awarded by Council on March 5, 2020. The RMA agreement expired April 21, 2021. At the March 31, 2021 Bayfront Community Redevelopment Agency (CRA) meeting, the CRA requested Staff resolicit the contract or provide City Council alternative options at the April 15, 2021 Council meeting. At the April 15, 2021 Council meeting, the City Attorney presented several options during Administrative Reports. At the request of Council during the April 15, 2021 meeting, the second highest ranked proposer, Dreyer and Associates, was contacted to determine whether they were interested in taking over the balance of the contract; after several attempts by Staff, the firm declined due to their workload. As such, the Procurement Department, on behalf of the Community and Economic Development Department, solicited proposals for Commercial Brokerage Services. The intent of this solicitation was to seek firms that have experience in marketing for commercial growth and redevelopment, nationwide network reach, and personnel to market, secure and sell City and CRA-owned real estate.

One (1) proposal was received. The Procurement Department staff reviewed the proposal for responsiveness. The proposal was evaluated by a committee consisting of three (3) qualified staff from the Community and Economic Development Department, the City Attorney Office, and the Growth Management Department, who assigned points for non-price factors such as Summary of Qualifications and Technical Response/Marketing Strategy. Points for cost were determined by the Procurement Department. See attached Scoring and Ranking form. The Evaluation Team unanimously recommended National Realty of Brevard, Inc. for award.

National Realty of Brevard, Inc. (National Realty) of Melbourne, Florida demonstrated the ability to successfully market and leverage government-owned surplus properties, not just for sale of the property but also to leverage private development and investment that meets with the vision and needs of the City, CRA and Palm Bay community. National Realty's expertise includes skills, talent and capacity ranging from brokerage services for industrial and commercial land and buildings to leasing of industrial buildings and retail centers. National Realty's proposal demonstrated quality marketing and promotional materials for sale and development of property and utilized tools and software to put forth relevant data and demographics to reach a specific target audience.

The Procurement Department has reached out to several local realty firms and the Space Coast Association of REALTORS (SCAR) and has provided an online training on how to complete the proposal paperwork and where we post our solicitations. Fifteen (15) local supplemental vendors were included when the solicitation was released. There were twenty-nine (29) planholders from VendorLink and five (5) from DemandStar that downloaded the documents. Real estate brokerage services have been historically difficult to solicit in recent years. Current unprecedented real estate market conditions in the private sector also make obtaining a vendor difficult. The City has solicited nine times in the last six years for commercial and residential brokerage services, separately or combined, for either specific properties or for all City surplus properties. The City has offered online training to vendors specifically on responding to real estate RFPs and has worked with the SCAR to engage local realtors. After only receiving one (1) proposal, Procurement emailed each of the supplemental vendors and planholders that were notified of the proposal but did not respond. Responses received include one agency not interested based on the minimum required experience (three years commercial experience) and an agency that had responded to a previous proposal but wasn't selected and decided to not respond again (submitted on RFP 56-0-2019, which combined residential and commercial brokerage services, and which was rejected by CRA and Council). Procurement also received an acknowledgement of non-submittal from the firm that is currently contracted for Residential Brokerage Services, Ellingson Properties. Note that Ellingson Properties submitted on the residential brokerage RFP after being invited to and attending a Procurement RFP training event.

**REQUESTING DEPARTMENT:**

Community & Economic Development, Procurement

**FISCAL IMPACT:**

There is not a direct funding impact for the award of this RFP. Commissions paid to the Commercial Broker will be paid from the proceeds of each sale.

**RECOMMENDATION:**

Motion to approve award of RFP #59-0-2021 Commercial Real Estate Brokerage Services to National Realty of Brevard, located in Melbourne, Florida. Council approval is requested to establish an initial one (1) year contract, renewable by the Procurement Department for four (4) additional one (1) year terms.

**ATTACHMENTS:**

**Description**

Attachment A - City-CRA Surplus

Scoring- Ranking Form

Tabulation Sheet

**ATTACHMENT A**  
**RFP 59-0-2021 Commercial Real Estate Brokerage Services**  
List of Properties

<b>ADDRESS</b>	<b>TAX ID</b>	<b>ACREAGE</b>	<b>Zoning</b>	<b>Owner</b>	<b>Status</b>
1582 Water Drive NE	2832822	0.44	BMUV	Bayfront CRA	
1400 Sportsman Ln NE	2829540	1.0	CC	City	
1608 Orange Blossom Trail NE	2832603	0.39	BMUV	CRA	Pending modification to SJRWMD permit
No address	2866312	0.58	BMUV	CRA	Pending modification to SJRWMD permit
1626 Orange Blossom Trail NE	2832602	1.19	BMUV	CRA	Pending modification to SJRWMD permit



**CRITERIA - TOTAL 100 POINTS**

Qualifications = 40 points  
Technical Response = 40 points  
Cost = 20 points

Optional Short List - Oral Presentations = 10 points

**RFP#59-0-2021/SZ**  
**Commercial Real Estate**  
**Brokerage Services**

		National Realty of Brevard, Inc 321-960-1959 1331 S. Harbor City Blvd. Melbourne, FL 32907 <a href="mailto:mel@melhoward.net">mel@melhoward.net</a>
EVALUATION CRITERIA	POSSIBLE POINTS	
Qualifications	40	21.33
Technical Response	40	21.33
<b>SUBTOTAL NON-PRICE FACTORS</b>	<b>80</b>	<b>42.67</b>
Cost	20	20.00
<b>SUBTOTAL - Non-price plus Cost</b>	<b>100</b>	<b>62.67</b>
<b>Short List - Oral Presentations</b>	<b>10</b>	<b>N/A</b>
<b>TOTAL SCORE</b>	<b>110</b>	<b>#VALUE!</b>

RFP #59-0-2021/SZ Commercial Real Estate Brokerage Services

		National Realty of Brevard, Inc.	Ellingson Properties, LLC
		1331 S. Harbor City Blvd. Melbourne, FL 32901 321-960-1959 <a href="mailto:mel@melhoward.net">mel@melhoward.net</a>	5815 S. US Hwy 1 Rockledge, FL 32955 321-544-4751/fax 321-632-2836 <a href="mailto:Jenny@GregEllingson.com">Jenny@GregEllingson.com</a>
ITEM	ITEM DESCRIPTION	Commission Percent	Commission Percent
1	City Commercial Property - broker represents City and Buyer	6.00%	NO BID
2	City Commercial Property Co-Broker represents City and another broker represents Buyer	3.00%	NO BID



## **LEGISLATIVE MEMORANDUM**

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

**FROM:** Suzanne Sherman, City Manager

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

**DATE:** 9/16/2021

**RE:** Contract: South Regional Water Reclamation Facility construction, Change Order 3 (IFB-39-0-2020) – Utilities Department (RJ Sullivan - \$350,466).

On November 5, 2020, City Council approved the award of IFB #39-0-2020/JG, South Regional Water Reclamation Facility (SRWRF) Construction, in the amount of \$24,458,000, to RJ Sullivan Corporation. This project is a new wastewater treatment facility, with an initial treatment capacity of 1.0 MGD.

Since construction started Change Orders No. 1 and 2 have been approved by the Chief Procurement Officer as deductive change orders to the contract for Owner Direct Purchases (ODP). ODP purchases take advantage of the City's tax exempt status by allowing the City to directly purchase materials from the Contractor's material suppliers, avoiding sales tax that would have been charged to the Contractor, while oversight, responsibility and liability for those items remains with the Contractor. The total deduction to the contract for the two change orders was \$376,614.84; the sales tax savings to the City was \$20,800.84.

Change Order No. 3 has been submitted by the contractor for changes to the scope of services. The change order includes nineteen (19) design changes that are detailed in a memorandum provided by the Department's Engineer of Record (Wade Trim, Inc). The design changes are required to address operational and maintenance concerns, to correct errors in the bid documents, and to improve operational efficiencies in the treatment process. These changes will result in an additional seventeen (17) days of construction time. The total change order amount is \$350,465.82.

Wade Trim has reviewed and concurs with the Change Order. Additionally, the Florida Department of Environmental Protection (FDEP) has reviewed and approved the change order; their approval is required due to the State Revolving Fund (SRF) loan received for this project. Staff has reviewed the Change Order and is in concurrence.

**REQUESTING DEPARTMENT:**  
Utilities, Procurement

**FISCAL IMPACT:**

Total change order \$350,465.82. Funds are available in the Utilities Department's Connection Fee Fund 433-8031-535-6221, project 16WS05.

**RECOMMENDATION:**

Motion to approve Change Order No. 3 for the SRWRF Construction, amount \$350,465.82 to RJ Sullivan Corporation.

**ATTACHMENTS:**

**Description**

Change Order No. 3

Legislative Memo November 5, 2020

## CHANGE ORDER

**PROJECT:** South Regional Water Reclamation Facility Construction  
Invitation for Bid #39-0-2020

**CHANGE ORDER NUMBER:** 3 **DATED:** 8/30/2021

**CONTRACTOR:** RJ Sullivan Corporation  
**ADDRESS:** 2001 NW 22<sup>nd</sup> Street, Pompano Beach, FL 33069

**JUSTIFICATION:**

This change order consists of nineteen (19) individual design changes for a total value of \$347,107.63. The changes intend to address O&M concerns and to correct errors in the bid documents. Additionally, several items were value engineered to provide better operational efficiencies for the overall treatment process.

The Engineer of Record recommends acceptance of the changes and has provided the attached memorandum of concurrence. Detailed narratives/justifications have been included.

**CONTRACT PRICE AND TIME IMPACT:**

ORIGINAL AWARDED CONTRACT AMOUNT:	<u>\$24,458,000.00</u>
CURRENT CONTRACT AMOUNT:	<u>\$24,081,385.16</u>
INCREASE/DECREASE IN CONTRACT AMOUNT:	<u>\$350,465.82</u>
NEW CONTRACT AMOUNT:	<u>\$24,431,850.98</u>

CURRENT CONTRACT <u>FINAL</u> COMPLETION DATE:	<u>11/14/2022</u>
INCREASE/DECREASE IN CONTRACT TIME:	<u>17 DAYS</u>
NEW CONTRACT COMPLETION DATE:	<u>12/01/2022</u>

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

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Date

**ORDERED BY THE CITY OF PALM BAY**

\_\_\_\_\_  
City Manager or  
Chief Procurement Officer

\_\_\_\_\_  
Date

**ACCEPTED BY THE CONTRACTOR**

Michael D Bartlett Jr / Project Manager

\_\_\_\_\_  
Printed Name & Title

  
Signature

8/31/2021

\_\_\_\_\_  
Date

**To:** Christopher A. Little, PE

**From:** Michael S. Demko, PE

**Date:** 27 August 2021

**Subject:** SRWRF – CO#3 Justification

In order to resolve several issues that arose during construction, Wade Trim recommends the following change orders to the construction contract.

Change (RFP)#	Title	Value
1	More Precise Hydraulic Profile	\$ -
2	Rotary Drum Screen Capacity	\$ -
3	Valve Schedule	\$ -
4	Drawing G-6 Control Building Code Review	\$ -
5	Effluent Transfer Pump Capacity	\$ -
6	High Service Pump Capacity	\$ -
9	Feed Forward Pump Capacity	\$ 40,342.13
10	Feed Forward Pump Discharge Header	\$ 23,611.41
11	Feed Forward Pump Recycle Line	\$ 27,843.49
12	Aeration Reactor Piping	\$ 10,679.15
16	Ground Storage Tank Inlet	\$ 88,153.51
17	Flow Meter Bypass	\$ 113,251.23
18	Dual Check Valve Bypass on RO Concentrate Line	\$ (36,081.17)
20	Chemical Storage Tanks	\$ 20,052.41
23	Ground Storage Tank Drain	\$ 27,420.25
24	Internal Recycle Piping	\$ (62,001.08)
25	Plant Influent Piping	\$ 91,661.40
30	Chemical Storage Building	\$ 4,235.32
33	Chain Link Fence	\$ 1,297.77
<b>Total</b>		<b>\$ 350,465.82</b>

**RFP #1 – More Precise Hydraulic Profile [No cost/schedule impact]**

The accuracy of the hydraulic model was improved, requiring several water surface elevations on sheet G-4 to be adjusted.

**RFP#2 – Rotary Drum Screen Capacity [No cost/schedule impact]**

Operating parameters for each piece of equipment were reviewed. As a result of flow optimization, the specification needs to be updated to capture the required equipment capacity of 3.75 MGD. This slight increase of capacity does not change the design as the specified model is capable of achieving that flow.

**RFP#3 – Valve Schedule [No cost/schedule impact]**

The valve schedule is being updated to include valves that are included on other sheets.

**RFP#4 – Drawing G-6 Control Building Code Review [No cost/schedule impact]**

This sheet was omitted from the bid set. It is being added for the Contractor's information.

**RFP#5 – Effluent Transfer Pump Capacity [No cost/schedule impact]**

Operating parameters for each piece of equipment were reviewed. As a result of flow optimization, the specification is being updated to capture the duty point of 2.5 MGD @ 58 ft TDH.

**RFP#6 – High Service Pump Capacity [No cost/schedule impact]**

Operating parameters for each piece of equipment were reviewed. As a result of flow optimization, the specification is being updated to capture the duty point of 2.5 MGD @ 194 ft TDH.

**RFP#9 – Feed Forward Pump Capacity [Increase of \$40,342.13]**

Operating parameters for each piece of equipment were reviewed. As a result of flow optimization, the specification is being updated to capture the duty point of 4.5 MGD @ 20 ft TDH.

**RFP#10 - Feed Forward Pump Discharge Header [Increase of \$23,611.41]**

Based on the updated hydraulics, the discharge header is being upsized from 10" to 12".

**RFP#11 - Feed Forward Pump Recycle Line [Increase of \$27,843.49]**

Based on the updated hydraulics, the recycle line is being upsized from 4" to 6".

**RFP#12 – Aeration Reactor Piping [Increase of \$10,679.15]**

To provide a more even air distribution, the header is being centered along the diffuser bank.

**RFP #16 - Ground Storage Tank Inlet [Increase of \$88,153.51]**

A vertical standpipe is being added inside the ground storage tank to provide a constant backpressure to the effluent transfer pumps.

**RFP #17 – Flow Meter Bypass [Increase of \$113,251.23]**

Bypasses around the High Service Pump & Effluent Transfer Pump station flowmeters are being added to allow the meters to be maintained more easily.

**RFP#18 - Dual Check Valve Bypass on RO Concentrate Line [Deduct of \$36,081.17]**

A bypass around the dual check valves is being removed to avoid potential for accidental bypass of the back-flow preventors cross-contamination.

**RFP#20 – Chemical Storage Tanks [Increase of \$20,052.41]**

To allow for future expansion, the sodium hypochlorite tank is being increased to 3250 gallons.

**RFP#23 – Ground Storage Tank Drain [Increase of \$27,420.25]**

A tank drain is being added for ease of maintenance,

**RFP#24 – Internal Recycling Piping [Deduct of \$62,001.08]**

Based on the updated hydraulics, internal recycle piping is being downsized to from 18" to 12".

**RFP#25 – Plant Influent Piping [Increase of \$91,661.40]**

Influent piping is being routed so that it is located above the building slab and a flow meter and bypass can be more easily maintained.

**RFP#30 – Chemical Storage Building [Increase of \$4,235.32]**

To reduce accumulation of hot air or any possible lighter-than-air gasses; vents are being added at the high-point in the enclosure structure.

**RFP#33 – Chain Link Fence [Increase of \$1,297.77]**

Increase the gate egress to 24'-wide to match the well gates located within the plant property.

MSD  
PBU215501L



**South Regional Water Reclamation Facility  
PCO #001 - Revised Hydraulic Profile**

**Labor & Materials**

Superintendent	\$140/MH	\$	-
Foreman	\$100/MH	\$	-
Laborer	\$75/MH	\$	-
Materials (See attached materials list)		\$	-
<b>Subtotal:</b>		<b>\$</b>	<b>-</b>
<b>5% Contractor's Fee:</b>		<b>\$</b>	<b>-</b>
(Agreement, Article 14.4.1.1)			
<b>Contractor Total:</b>		<b>\$</b>	<b>-</b>

**Field Services**

None		\$	-
<b>Subtotal:</b>		<b>\$</b>	<b>-</b>
<b>5% Contractor's Fee:</b>		<b>\$</b>	<b>-</b>
(Agreement, Article 14.4.1.1)			
<b>Subcontractor Total:</b>		<b>\$</b>	<b>-</b>

**Supplemental**

Equipment		\$	-
Tax on Materials (7.0%)		\$	-
Additional Bond & Insurance		\$	-
<b>Subtotal:</b>		<b>\$</b>	<b>-</b>
<b>0% Contractor's Fee:</b>		<b>\$</b>	<b>-</b>
(Agreement, Article 14.4.1.2)			
<b>Other Total:</b>		<b>\$</b>	<b>-</b>

**Credits**

None		\$	-
<b>Subtotal:</b>		<b>\$</b>	<b>-</b>
<b>5% Contractor's Fee:</b>		<b>\$</b>	<b>-</b>
(Agreement, Article 14.4.1.3 & 14.4.1.4)			
<b>Credits Total:</b>		<b>\$</b>	<b>-</b>

<b>PCO #001 Total:</b>	<b>No Cost</b>
<b>Additional Contract Time Required: 0 days</b>	

**South Regional Water Reclamation Facility  
PCO #002 - Rotary Drum Screen Revised Capacity**

**Labor & Materials**

Superintendent	\$140/MH	\$	-
Foreman	\$100/MH	\$	-
Laborer	\$75/MH	\$	-
Materials (See attached materials list)		\$	-
<b>Subtotal:</b>		<b>\$</b>	<b>-</b>
<b>5% Contractor's Fee:</b>		<b>\$</b>	<b>-</b>
(Agreement, Article 14.4.1.1)			
<b>Contractor Total:</b>		<b>\$</b>	<b>-</b>

**Field Services**

None		\$	-
<b>Subtotal:</b>		<b>\$</b>	<b>-</b>
<b>5% Contractor's Fee:</b>		<b>\$</b>	<b>-</b>
(Agreement, Article 14.4.1.1)			
<b>Subcontractor Total:</b>		<b>\$</b>	<b>-</b>

**Supplemental**

Equipment		\$	-
Tax on Materials (7.0%)		\$	-
Additional Bond & Insurance		\$	-
<b>Subtotal:</b>		<b>\$</b>	<b>-</b>
<b>0% Contractor's Fee:</b>		<b>\$</b>	<b>-</b>
(Agreement, Article 14.4.1.2)			
<b>Other Total:</b>		<b>\$</b>	<b>-</b>

**Credits**

None		\$	-
<b>Subtotal:</b>		<b>\$</b>	<b>-</b>
<b>5% Contractor's Fee:</b>		<b>\$</b>	<b>-</b>
(Agreement, Article 14.4.1.3 & 14.4.1.4)			
<b>Credits Total:</b>		<b>\$</b>	<b>-</b>

<b>PCO #002 Total:</b>	<b>No Cost</b>
<b>Additional Contract Time Required: 0 days</b>	

**South Regional Water Reclamation Facility  
PCO #003 - Revised Valve Schedule**

**Labor & Materials**

Superintendent	\$140/MH	\$	-
Foreman	\$100/MH	\$	-
Laborer	\$75/MH	\$	-
Materials (See attached materials list)		\$	-
<b>Subtotal:</b>		<b>\$</b>	<b>-</b>
<b>5% Contractor's Fee:</b>		<b>\$</b>	<b>-</b>
(Agreement, Article 14.4.1.1)			
<b>Contractor Total:</b>		<b>\$</b>	<b>-</b>

**Field Services**

None		\$	-
<b>Subtotal:</b>		<b>\$</b>	<b>-</b>
<b>5% Contractor's Fee:</b>		<b>\$</b>	<b>-</b>
(Agreement, Article 14.4.1.1)			
<b>Subcontractor Total:</b>		<b>\$</b>	<b>-</b>

**Supplemental**

Equipment		\$	-
Tax on Materials (7.0%)		\$	-
Additional Bond & Insurance		\$	-
<b>Subtotal:</b>		<b>\$</b>	<b>-</b>
<b>0% Contractor's Fee:</b>		<b>\$</b>	<b>-</b>
(Agreement, Article 14.4.1.2)			
<b>Other Total:</b>		<b>\$</b>	<b>-</b>

**Credits**

None		\$	-
<b>Subtotal:</b>		<b>\$</b>	<b>-</b>
<b>5% Contractor's Fee:</b>		<b>\$</b>	<b>-</b>
(Agreement, Article 14.4.1.3 & 14.4.1.4)			
<b>Credits Total:</b>		<b>\$</b>	<b>-</b>

<b>PCO #003 Total: No Cost</b> <b>Additional Contract Time Required: 0 days</b>
--

**South Regional Water Reclamation Facility**  
**PCO #004 - Contract Drawings, Insert G-6 Control Building Code Review**

**Labor & Materials**

Superintendent	\$140/MH	\$	-
Foreman	\$100/MH	\$	-
Laborer	\$75/MH	\$	-
Materials (See attached materials list)		\$	-
<b>Subtotal:</b>		<b>\$</b>	<b>-</b>
<b>5% Contractor's Fee:</b>		<b>\$</b>	<b>-</b>
(Agreement, Article 14.4.1.1)			
<b>Contractor Total:</b>		<b>\$</b>	<b>-</b>

**Field Services**

None		\$	-
<b>Subtotal:</b>		<b>\$</b>	<b>-</b>
<b>5% Contractor's Fee:</b>		<b>\$</b>	<b>-</b>
(Agreement, Article 14.4.1.1)			
<b>Subcontractor Total:</b>		<b>\$</b>	<b>-</b>

**Supplemental**

Equipment		\$	-
Tax on Materials (7.0%)		\$	-
Additional Bond & Insurance		\$	-
<b>Subtotal:</b>		<b>\$</b>	<b>-</b>
<b>0% Contractor's Fee:</b>		<b>\$</b>	<b>-</b>
(Agreement, Article 14.4.1.2)			
<b>Other Total:</b>		<b>\$</b>	<b>-</b>

**Credits**

None		\$	-
<b>Subtotal:</b>		<b>\$</b>	<b>-</b>
<b>5% Contractor's Fee:</b>		<b>\$</b>	<b>-</b>
(Agreement, Article 14.4.1.3 & 14.4.1.4)			
<b>Credits Total:</b>		<b>\$</b>	<b>-</b>

<b>PCO #004 Total:</b>	<b>No Cost</b>
<b>Additional Contract Time Required: 0 days</b>	

**South Regional Water Reclamation Facility  
PCO #005 - Effluent Transfer Pump Revised Duty Point**

**Labor & Materials**

Superintendent	\$140/MH	\$	-
Foreman	\$100/MH	\$	-
Laborer	\$75/MH	\$	-
Materials (See attached materials list)		\$	-
<b>Subtotal:</b>		<b>\$</b>	<b>-</b>
<b>5% Contractor's Fee:</b>		<b>\$</b>	<b>-</b>
(Agreement, Article 14.4.1.1)			
<b>Contractor Total:</b>		<b>\$</b>	<b>-</b>

**Field Services**

None		\$	-
<b>Subtotal:</b>		<b>\$</b>	<b>-</b>
<b>5% Contractor's Fee:</b>		<b>\$</b>	<b>-</b>
(Agreement, Article 14.4.1.1)			
<b>Subcontractor Total:</b>		<b>\$</b>	<b>-</b>

**Supplemental**

Equipment		\$	-
Tax on Materials (7.0%)		\$	-
Additional Bond & Insurance		\$	-
<b>Subtotal:</b>		<b>\$</b>	<b>-</b>
<b>0% Contractor's Fee:</b>		<b>\$</b>	<b>-</b>
(Agreement, Article 14.4.1.2)			
<b>Other Total:</b>		<b>\$</b>	<b>-</b>

**Credits**

None		\$	-
<b>Subtotal:</b>		<b>\$</b>	<b>-</b>
<b>5% Contractor's Fee:</b>		<b>\$</b>	<b>-</b>
(Agreement, Article 14.4.1.3 & 14.4.1.4)			
<b>Credits Total:</b>		<b>\$</b>	<b>-</b>

<b>PCO #005 Total: No Cost</b> <b>Additional Contract Time Required: 0 days</b>
--

**South Regional Water Reclamation Facility  
PCO #006 - High Service Pump Revised Duty Point**

**Labor & Materials**

Superintendent	\$140/MH	\$	-
Foreman	\$100/MH	\$	-
Laborer	\$75/MH	\$	-
Materials (See attached materials list)		\$	-
<b>Subtotal:</b>		<b>\$</b>	<b>-</b>
<b>5% Contractor's Fee:</b>		<b>\$</b>	<b>-</b>
(Agreement, Article 14.4.1.1)			
<b>Contractor Total:</b>		<b>\$</b>	<b>-</b>

**Field Services**

None		\$	-
<b>Subtotal:</b>		<b>\$</b>	<b>-</b>
<b>5% Contractor's Fee:</b>		<b>\$</b>	<b>-</b>
(Agreement, Article 14.4.1.1)			
<b>Subcontractor Total:</b>		<b>\$</b>	<b>-</b>

**Supplemental**

Equipment		\$	-
Tax on Materials (7.0%)		\$	-
Additional Bond & Insurance		\$	-
<b>Subtotal:</b>		<b>\$</b>	<b>-</b>
<b>0% Contractor's Fee:</b>		<b>\$</b>	<b>-</b>
(Agreement, Article 14.4.1.2)			
<b>Other Total:</b>		<b>\$</b>	<b>-</b>

**Credits**

None		\$	-
<b>Subtotal:</b>		<b>\$</b>	<b>-</b>
<b>5% Contractor's Fee:</b>		<b>\$</b>	<b>-</b>
(Agreement, Article 14.4.1.3 & 14.4.1.4)			
<b>Credits Total:</b>		<b>\$</b>	<b>-</b>

<b>PCO #006 Total:</b>	<b>No Cost</b>
<b>Additional Contract Time Required: 0 days</b>	

**South Regional Water Reclamation Facility  
PCO #009 - Feed Forward Pump Revised Duty Point**

**Labor & Materials**

Superintendent	\$140/MH	\$	-
Foreman	\$100/MH	\$	-
Laborer	\$75/MH	\$	-
Materials (Kubota/Flygt)		\$	35,700.00
<b>Subtotal:</b>		<b>\$</b>	<b>35,700.00</b>
<b>5% Contractor's Fee:</b>		<b>\$</b>	<b>1,785.00</b>
(Agreement, Article 14.4.1.1)			
<b>Contractor Total:</b>		<b>\$</b>	<b>37,485.00</b>

**Field Services**

None		\$	-
<b>Subtotal:</b>		<b>\$</b>	<b>-</b>
<b>5% Contractor's Fee:</b>		<b>\$</b>	<b>-</b>
(Agreement, Article 14.4.1.1)			
<b>Subcontractor Total:</b>		<b>\$</b>	<b>-</b>

**Supplemental**

Equipment		\$	-
Tax on Materials (7.0%)		\$	2,499.00
Additional Bond & Insurance		\$	358.13
<b>Subtotal:</b>		<b>\$</b>	<b>2,857.13</b>
<b>0% Contractor's Fee:</b>		<b>\$</b>	<b>-</b>
(Agreement, Article 14.4.1.2)			
<b>Other Total:</b>		<b>\$</b>	<b>2,857.13</b>

**Credits**

None		\$	-
<b>Subtotal:</b>		<b>\$</b>	<b>-</b>
<b>5% Contractor's Fee:</b>		<b>\$</b>	<b>-</b>
(Agreement, Article 14.4.1.3 & 14.4.1.4)			
<b>Credits Total:</b>		<b>\$</b>	<b>-</b>

<b>PCO #009 Total:</b>	<b>\$</b>	<b>40,342.13</b>
<b>Additional Contract Time Required: 0 days</b>		

\* R.J. Sullivan Corp. reserves the right to additional contract time and costs for extending bonds and insurance once the extent of delays related to PCOs 001 through 032 can be quantified.

**To:** Mr. Mickey Bartlett  
R. J. Sullivan Corp.  
2001 N.W. 22<sup>nd</sup> St.  
Pompano Beach, FL 33069  
T. (954) 975-0388

<b>PROJECT NAME</b>	Palm Bay South Regional WRF
<b>Customer PO#</b>	390-01
<b>KMU PROJECT NO.</b>	KMU20132S
<b>DATE</b>	May 14, 2021

**Prepared by:** Mahdi Heidarizad  
KUBOTA Membrane USA Corporation

**Title:** Response to Palm Bay SRWRF – Request for Change Proposal No. 009

Dear Mr. Bartlett,

Kubota reviewed the changes on RFP-009. This RFP will affect the size of Feed Forward pumps in Kubota scope of supply. The total price increase for (3) Feed Forward pumps (PMP-04011B1; PMP-04011B2; PMP-04011B3) will be **\$35,700.00**.

**Exceptions:**

1. Anchor calculations.
2. According to Flygt, intermediate supports not required on installations less than 20' deep. Therefore, additional supports as called for in the spec are not included.

Best regards,

---

Mahdi Heidarizad  
Project Engineer  
KUBOTA Membrane USA Corporation



**South Regional Water Reclamation Facility  
PCO #010 - Feed Forward Discharge Piping Revised Diameter**

**Labor & Materials**

Superintendent	0 MH @ \$140/MH	\$	-
Foreman	0 MH @ \$100/MH	\$	-
Laborer	0 MH @ \$75/MH	\$	-
Materials (See attached materials list)		\$	43,714.32
<b>Subtotal:</b>		<b>\$</b>	<b>43,714.32</b>
<b>5% Contractor's Fee:</b>		<b>\$</b>	<b>2,185.72</b>
(Agreement, Article 14.4.1.1)			
<b>Contractor Total:</b>		<b>\$</b>	<b>45,900.04</b>

**Field Services**

None		\$	-
<b>Subtotal:</b>		<b>\$</b>	<b>-</b>
<b>5% Contractor's Fee:</b>		<b>\$</b>	<b>-</b>
(Agreement, Article 14.4.1.1)			
<b>Subcontractor Total:</b>		<b>\$</b>	<b>-</b>

**Supplemental**

Equipment		\$	-
Tax on Materials (7.0%)		\$	1,462.61
Additional Bond & Insurance		\$	209.61
<b>Subtotal:</b>		<b>\$</b>	<b>1,672.22</b>
<b>0% Contractor's Fee:</b>		<b>\$</b>	<b>-</b>
(Agreement, Article 14.4.1.2)			
<b>Other Total:</b>		<b>\$</b>	<b>1,672.22</b>

**Credits**

Material (McDade)		\$	(22,819.86)
<b>Subtotal:</b>		<b>\$</b>	<b>(22,819.86)</b>
<b>5% Contractor's Fee:</b>		<b>\$</b>	<b>(1,140.99)</b>
(Agreement, Article 14.4.1.3 & 14.4.1.4)			
<b>Credits Total:</b>		<b>\$</b>	<b>(23,960.85)</b>

<b>PCO #010 Total:</b>	<b>\$</b>	<b>23,611.41</b>
<b>*Additional Contract Time Required: 0 days</b>		

\* R.J. Sullivan Corp. reserves the right to additional contract time and costs for extending bonds and insurance once the extent of delays related to PCOs 001 through 032 can be quantified.

# Materials

Supplier	Quantity	Item	Unit	Total
Kubota	1	Increase 10" Magmeters to 12"	\$ 3,390.00	\$ 3,390.00
McDade	1	Pipe, Fittings, Supports & Accessories	\$40,324.32	\$ 40,324.32
				\$ -
			Total:	\$ 43,714.32

**To:** Mr. Mickey Bartlett  
R. J. Sullivan Corp.  
2001 N.W. 22<sup>nd</sup> St.  
Pompano Beach, FL 33069  
T. (954) 975-0388

<b>PROJECT NAME</b>	Palm Bay South Regional WRF
<b>Customer PO#</b>	390-01
<b>KMU PROJECT NO.</b>	KMU20132S
<b>DATE</b>	May 14, 2021

**Prepared by:** Mahdi Heidarizad  
KUBOTA Membrane USA Corporation

**Title:** Response to Palm Bay SRWRF – Request for Change Proposal No. 010

Dear Mr. Bartlett,

Kubota reviewed the changes on RFP-010. This RFP will affect the size of Feed Forward flowmeter in Kubota scope of supply. The size of the flowmeter increases from 10" to 12". The total price increase for (2) Feed Forward flowmeters (FE-040101A; FE-040102A) will be **\$3,390.00**.

Best regards,

---

Mahdi Heidarizad  
Project Engineer  
KUBOTA Membrane USA Corporation



May 25, 2021

[www.mcdadewaterworks.com](http://www.mcdadewaterworks.com)

☒ Net Price

☐ Cuts to follow

ARRA, AIS, or Domestic Requirement - Yes

<u>BID</u> <u>ITEM</u>	<u>QTY</u>	<u>SIZE</u>	<u>DESCRIPTION</u>	<u>WEIGHT</u> <u>EACH</u>	<u>UNIT \$</u>	<u>EXT \$</u>
<p><b>**WE HAVE TAKEN INTO ACCOUNT FOR THE 23% FITTING INCREASE THAT WILL TAKE EFFECT JUNE 1ST 2021**</b></p> <p><b>**ANY ADDITIONAL INCREASES BEYOND THAT WILL REQUIRE A REQUOTE**</b></p>						
<b>LIST OF MATERIALS PROVIDED BY JASON</b>						
2	12" X 08'-08"		FLG X FLG CLASS 53 DIP (401L, PC)	545	\$2,132.28	\$4,264.56
2	12" X 03'-06"		FLG X FLG CLASS 53 DIP (401L, PC)	274	\$1,369.43	\$2,738.86
2	12" X 00'-06"		FLG X FLG CLASS 53 DIP (401L, PC)	151	\$1,022.68	\$2,045.36
2	12" X 06'-00"		FLG X PE CLASS 53 DIP (401L, PC)	346	\$1,266.83	\$2,533.66
2	12"		DI FLG 90 ELL (401 LINED, PC), DOMESTIC	235	\$1,785.11	\$3,570.22
2	12"		DI FLG 90 ELL (401 LINED, PC), DOMESTIC - W/ 02" TAP IN POSITION "Y"	235	\$2,079.22	\$4,158.44
2	12" X 12"		DI FLG TEE (401 LINED, PC), DOMESTIC	385	\$2,658.64	\$5,317.28
2	12" X 06"		DI FLG CONCENTRIC REDUCER (401 LINED, PC), DOMESTIC	130	\$1,094.05	\$2,188.10
16	12"		FLG ACCY SET (316SS A193 GRADE B8M BOLTS, GRADE 8M NUTS, WASHERS W/ SBR FLG-TYTE GASKET)	0	\$435.15	\$6,962.40
4	12"		1/8" FULL FACE SBR FLANGE-TYTE GASKET	0	\$21.03	\$84.12
4	12" X 02'-06"		316SS STANCHION STYLE PIPE SUPPORT W/ STRAP-DETAIL SHEET P-29	0	\$765.33	\$3,061.32
2	12" X 02'-06"		316SS FLANGE STYLE STANCHION PIPE SUPPORT -DETAIL SHEET P-29	0	\$765.33	\$1,530.66
2	12" X 01'-06"		316SS WALL BRACKET PIPE SUPPORT - SEE DETAIL P-29	0	\$934.67	\$1,869.34
<b>TOTAL THIS BID ITEM - TAX NOT INCLUDED</b>						<b>\$40,324.32</b>
<b>DUCTILE TOTAL ALL BID ITEM - TAX NOT INCLUDED</b>				<b>2301.00</b>		<b>\$26,816.48</b>
<b>RESTRAINT TOTAL ALL BID ITEM - TAX NOT INCLUDED</b>				<b>0.00</b>		<b>\$0.00</b>
<b>VALVE TOTAL ALL BID ITEM - TAX NOT INCLUDED</b>						<b>\$0.00</b>
<b>FAS TOTAL ALL BID ITEM - TAX NOT INCLUDED</b>						<b>\$7,046.52</b>
<b>EXPANSION JOINT TOTAL ALL BID ITEM - TAX NOT INCLUDED</b>						<b>\$0.00</b>
<b>COUPLING TOTAL ALL BID ITEM - TAX NOT INCLUDED</b>						<b>\$0.00</b>
<b>SMALL PVC TOTAL ALL BID ITEM - TAX NOT INCLUDED</b>						<b>\$0.00</b>
<b>C-900 / 905 AND SDR-26 / 35 PVC TOTAL ALL BID ITEM - TAX NOT INCLUDED</b>						<b>\$0.00</b>
<b>HDPE TOTAL ALL BID ITEM - TAX NOT INCLUDED</b>						<b>\$0.00</b>
<b>STAINLESS TOTAL ALL BID ITEM - TAX NOT INCLUDED</b>						<b>\$0.00</b>
<b>SUPPORT TOTAL ALL BID ITEM - TAX NOT INCLUDED</b>						<b>\$6,461.32</b>
<b>MISC TOTAL ALL BID ITEM - TAX NOT INCLUDED</b>						<b>\$0.00</b>
<b>GRAND TOTAL ALL BID ITEM - TAX NOT INCLUDED</b>						<b>\$40,324.32</b>

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BID QTY SIZE  
ITEM

DESCRIPTION

WEIGHT  
EACH

UNIT \$EXT \$

**\*\*WE HAVE TAKEN INTO ACCOUNT FOR THE 23% FITTING INCREASE  
THAT WILL TAKE EFFECT JUNE 1ST 2021\*\***

**Notes:**

- 1 All Ductile Iron MJ Fitting Quoted **C153 (Compact)**
- 2 All Fitting and Valves Quoted Less Accessories
- 3 All Buried Ductile Iron Pipe and MJ Fitting Quoted Bituminous Coated
- 4 All Flange Pipe and Fitting Quoted Prime Coated
- 5 All Ductile Iron Pipe and Fitting Quoted **Cement** Lined
- 6 All Ductile Iron Fitting (MJ & Flange) Quoted Are **DOMESTICALLY** Sourced
- 7 At this time US Pipe and American are not producing fittings 24" and smaller.  
Fittings are only made by Fitting Manufactures and brands are blended when we ship projects based on availability at time of order.
- 8 **McDade Waterworks, Inc. reserves the right to apply "Price in Effect" at time of delivery due to shortages and/or further "Force Majeure" declarations by manufacturer(s). McDade Waterworks, Inc will not be responsible for industry price changes or shortages beyond our control.**
- 9 Flange Accessories Set Prices are Firm for 14 Days from Bid Date, & Must Ship Within 28 Working Days from Bid Date.
- 10 Pipe Supports - Do not include engineering calculations (ie. wind, seismic, etc). We can recommend someone who can provide this information if requested.
- 11 DeZurik Valve warranty for project is (2) years from date of shipment. Extended warranty can be purchased for a additional 2% of the purchase price for each additional year warranty up to 3 year maximum from date of shipment.

**\*\* DISCLAIMER:**

**McDade Waterworks, Inc. reserves the right to increase prices and/or change escalation terms at any time based on the potential of continued cost volatility.**

**Confidentiality.** Both McDade and Customer agree that the terms of this quotation, including the attached pricing are confidential and shall be held in strict confidence by both parties and may not be disclosed unless required by law. Customer agrees not to post or publicly display the terms or the pricing. Customer also agrees that any discussions or negotiations regarding the attached pricing or any changes thereto (including but not limited to future pricing offerings) are also confidential and are pursuant to this provision of confidentiality.

The above quotation is **our** interpretation of the plans and specifications and should be reviewed by **your** firm for accuracy. Prices do not include valve boxes, ext stems, wrenches, start-up services, etc. unless specifically noted in our quotation. **Prices are based on full freight allowed truckload shipments to the project.** Additional materials ordered will be furnished on a case by case basis.

Terms: Net 30 Days  
FOB: S/P - FFA to Jobsite (**Based on Terms Above**)

Please call should you have any questions or need any additional pricing.

Sincerely,

Paul LaBombard



**Post Office Box 16039 - Tampa, FL 33687-6039**  
**(813) 740-1144 - FAX (813) 627-9387**

January 4, 2021

**Serving the Water & Wastewater Plant Industry for over 30 Years, Please visit us at:**

[www.mcdadewaterworks.com](http://www.mcdadewaterworks.com)

R.J. Sullivan Corp  
Attn: Jason Buckwalter

**Project: Palm Bay South Regional Water Reclamation Facility**

**Bid Date: September 10, 2020 @ 5:00 PM**

**Addendum: 1-9**

**AIS Requirement - Yes**

<u>QTY</u>	<u>SIZE</u>	<u>DESCRIPTION</u>	<u>WEIGHT EACH</u>	<u>UNIT \$</u>	<u>EXT \$</u>
-2	10" X 00'-06"	FLG X FLG CLASS 53 DIP (401L, PC)	107	\$514.87	-\$1,029.74
-2	10" X 03'-06"	FLG X FLG CLASS 53 DIP (401L, PC)	205	\$718.90	-\$1,437.80
-2	10" X 07'-06"	FLG X FLG CLASS 53 DIP (401L, PC)	362	\$1,045.35	-\$2,090.70
-2	10" X 06'-00"	FLG X PE CLASS 53 DIP (401L, PC)	269	\$701.87	-\$1,403.74
-2	10"	DI FLG 90 ELL (401 LINED, PC), DOMESTIC	165	\$834.14	-\$1,668.28
-2	10"	DI FLG 90 ELL w/ 2" Tap (401 LINED, PC), DOMESTIC	165	\$864.82	-\$1,729.64
-2	10" X 10"	DI FLG TEE (401 LINED, PC), DOMESTIC	270	\$1,265.05	-\$2,530.10
-2	10" X 04"	DI FLG CONCENTRIC REDUCER (401 LINED, PC), DOMESTIC	85	\$346.51	-\$693.02
-2	12" X 10"	DI FLG CONCENTRIC REDUCER (401 LINED, PC), DOMESTIC	170	\$918.55	-\$1,837.10
-18	10"	FLG ACCESSORY SET (316SS A193 GRADE B8M BOLTS, GRADE 8M NUTS & WASHERS W/ 1/8" FULL FACE SBR GASKET)		\$229.93	-\$4,138.74
-4	10"	1/8" FULL FACE SBR GASKET		\$4.00	-\$16.00
-4	10" X 02'-06"	316 STAINLESS STEEL STANCHION PIPE SUPPORT W/ STRAP, 10" PIPE, 2'-6" TO CENTER, DETAIL ON P-29		\$572.50	-\$2,290.00
-2	10" X 02'-06"	316 STAINLESS STEEL STANCHION PIPE SUPPORT W/ FLANGE CONNECTION, 10" PIPE, 2'-6" TO CENTER, DETAIL ON P-29		\$572.50	-\$1,145.00
-2	10"	316 STAINLESS STEEL PIPE SUPPORT WALL BRACKET, 10" PIPE, DETAIL ON P-29		\$405.00	-\$810.00
<b>TOTAL THIS BID ITEM - TAX NOT INCLUDED</b>					<b>-\$22,819.86</b>
<b>DUCTILE TOTAL ALL BID ITEM - TAX NOT INCLUDED</b>			<b>1798.00</b>		<b>-\$14,420.12</b>
<b>RESTRAINT TOTAL ALL BID ITEM - TAX NOT INCLUDED</b>			<b>0.00</b>		<b>\$0.00</b>
<b>VALVE TOTAL ALL BID ITEM - TAX NOT INCLUDED</b>					<b>\$0.00</b>
<b>FAS TOTAL ALL BID ITEM - TAX NOT INCLUDED</b>					<b>-\$4,154.74</b>
<b>EXPANSION JOINT TOTAL ALL BID ITEM - TAX NOT INCLUDED</b>					<b>\$0.00</b>
<b>COUPLING TOTAL ALL BID ITEM - TAX NOT INCLUDED</b>					<b>\$0.00</b>
<b>C-900 / 905 AND SDR-26 / 35 PVC TOTAL ALL BID ITEM - TAX NOT INCLUDED</b>					<b>\$0.00</b>
<b>STAINLESS TOTAL ALL BID ITEM - TAX NOT INCLUDED</b>					<b>\$0.00</b>
<b>SUPPORT TOTAL ALL BID ITEM - TAX NOT INCLUDED</b>					<b>-\$4,245.00</b>
<b>MISC TOTAL ALL BID ITEM - TAX NOT INCLUDED</b>					<b>\$0.00</b>
<b>GRAND TOTAL ALL BID ITEM - TAX NOT INCLUDED</b>					<b>-\$22,819.86</b>

**Notes:**

- All Ductile Iron MJ Fitting Quoted C153 (Compact)
- All Fitting and Valves Quoted Less Accessories
- All Buried Ductile Iron Pipe and MJ Fitting Quoted Bituminous Coated



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<u>QTY</u>	<u>SIZE</u>	<u>DESCRIPTION</u>	<u>WEIGHT EACH</u>	<u>UNIT \$</u>	<u>EXT \$</u>
4.		All Flange Pipe and Fitting Quoted Prime Coated			
5.		All Ductile Iron Pipe and Fitting Quoted Cement or Protecto 401 Lined as noted above			
6.		All Ductile Iron Fitting (MJ & Flange) Quoted Are Globally Sourced			
7.		All Ductile Iron Run Pipe prices are good for 1 year from Bid Date. After the one year period there will be a price increase of 3% and additional 3% for every 6 month after that. This escalation is from the pipe manufacturer and they have stated that it is not negotiable.			
8.		<u>Due to the volatile raw market All C-900 PVC, C-905 PVC, HDPE, SDR 35, Sch 80 PVC, Sch 40 PVC, Stainless Steel, Copper &amp; Brass Pipe, Fittings, Valves, etc will/may need to be re-quoted at the time of purchase. Pricing Subject to Availability.</u> *** PVC prices are good till October 9, 2020			
9.		McDade Waterworks, Inc. reserves the right to apply "Price in Effect" at time of delivery due to shortages and/or further tariff declarations by state or federal agencies. McDade Waterworks, Inc will not be responsible for industry price changes or shortages beyond our control as a result of changes to current tariff law.			
10.		Due to the volatility of the raw PVC material market this quotation is valid until _____, at which time the order must be placed or this quotation is automatically voided . Prices are firm if order is released by _____ for shipment completed by _____. Pricing and order acceptance is contingent upon the selected PVC manufacturer receiving collectively sufficient orders to meet minimum run requirements . All backorders will be shipped , "Price In Effect" at time of shipment, If for any reason pipe is delivered after the terms of this quotation .			
11.		All valve boxes quoted less extension stem unless noted otherwise.			
12.		Flange Accessories Set Prices are Firm for 14 Days from Bid Date, & Must Ship Within 28 Working Days from Bid Date.			
14.		Pipe Supports - Do not include engineering calculations (ie. wind, seismic, etc). We can recommend someone who can provide this information if requested.			
15.		Line drawings are not included. If needed add \$1,000.00 per sheet.			
16.		No Spare Parts for any components on take-off are included, unless noted otherwise.			
17.		Electric Actuators are quoted Open/Close service, Unless stated otherwise.			
18.		Valve warranty for project is (2) years from date of shipment. Extended warranty can be purchased for a additional 1% of the purchase price for each additional year warranty up to 3 year maximum from date of shipment.			

**\*\* DISCLAIMER:**

**McDade Waterworks, Inc. reserves the right to increase prices and/or change escalation terms at any time based on the potential of continued cost volatility.**

**Confidentiality.** Both McDade and Customer agree that the terms of this quotation, including the attached pricing are confidential and shall be held in strict confidence by both parties and may not be disclosed unless required by law. Customer agrees not to post or publicly display the terms or the pricing. Customer also agrees that any discussions or negotiations regarding the attached pricing or any changes thereto (including but not limited to future pricing offerings) are also confidential and are pursuant to this provision of confidentiality.

The above quotation is our interpretation of the plans and specifications and should be reviewed by your firm for accuracy. Prices do not include valve boxes, ext stems, wrenches, start-up services, etc. unless specifically noted in our quotation. Prices are based on full freight allowed truckload shipments to the project. Additional materials ordered will be furnished on a case by case basis.

Terms: Net 30 Days

FOB: S/P - FFA to Jobsite (Based on Terms Above)

Please call should you have any questions or need any additional pricing.

Sincerely,

Mike Worrell

**South Regional Water Reclamation Facility  
PCO #011 - Feed Forward Recycle Piping Revised Diameter**

**Labor & Materials**

Superintendent	0 MH @ \$140/MH	\$	-
Foreman	0 MH @ \$100/MH	\$	-
Laborer	0 MH @ \$75/MH	\$	-
Materials (See attached materials list)		\$	45,415.96
<b>Subtotal:</b>		<b>\$</b>	<b>45,415.96</b>
<b>5% Contractor's Fee:</b>		<b>\$</b>	<b>2,270.80</b>
(Agreement, Article 14.4.1.1)			
<b>Contractor Total:</b>		<b>\$</b>	<b>47,686.76</b>

**Field Services**

None		\$	-
<b>Subtotal:</b>		<b>\$</b>	<b>-</b>
<b>5% Contractor's Fee:</b>		<b>\$</b>	<b>-</b>
(Agreement, Article 14.4.1.1)			
<b>Subcontractor Total:</b>		<b>\$</b>	<b>-</b>

**Supplemental**

Equipment		\$	-
Tax on Materials (7.0%)		\$	1,724.77
Additional Bond & Insurance		\$	247.18
<b>Subtotal:</b>		<b>\$</b>	<b>1,971.95</b>
<b>0% Contractor's Fee:</b>		<b>\$</b>	<b>-</b>
(Agreement, Article 14.4.1.2)			
<b>Other Total:</b>		<b>\$</b>	<b>1,971.95</b>

**Credits**

Material (McDade)		\$	(20,776.40)
<b>Subtotal:</b>		<b>\$</b>	<b>(20,776.40)</b>
<b>5% Contractor's Fee:</b>		<b>\$</b>	<b>(1,038.82)</b>
(Agreement, Article 14.4.1.3 & 14.4.1.4)			
<b>Credits Total:</b>		<b>\$</b>	<b>(21,815.22)</b>

**PCO #011 Total: \$ 27,843.49**

**\*Additional Contract Time Required: 0 days**

**\* R.J. Sullivan Corp. reserves the right to additional contract time and costs for extending bonds and insurance once the extent of delays related to PCOs 001 through 032 can be quantified.**



# Materials

Supplier	Quantity	Item	Unit	Total
Kubota	1	Increase 4" Magmeters to 6"	\$ 2,030.00	\$ 2,030.00
Kubota	1	Increase 4" Electric Actuated Flow Control Valves to 6"	\$ 2,230.00	\$ 2,230.00
McDade	1	Pipe, Fittings, Supports & Accessories	\$41,155.96	\$ 41,155.96
				\$ -
			<b>Total:</b>	<b>\$ 45,415.96</b>

**To:** Mr. Mickey Bartlett  
R. J. Sullivan Corp.  
2001 N.W. 22<sup>nd</sup> St.  
Pompano Beach, FL 33069  
T. (954) 975-0388

<b>PROJECT NAME</b>	Palm Bay South Regional WRF
<b>Customer PO#</b>	390-01
<b>KMU PROJECT NO.</b>	KMU20132S
<b>DATE</b>	May 14, 2021

**Prepared by:** Mahdi Heidarizad  
KUBOTA Membrane USA Corporation

**Title:** Response to Palm Bay SRWRF – Request for Change Proposal No. 011

Dear Mr. Bartlett,

Kubota reviewed the changes on RFP-011. This RFP will affect the size of Internal Recycle flowmeters and flow control valves in Kubota scope of supply. The size of the flowmeter and flow control valves increases from 4" to 6". The total price increase for (2) Internal Recycle flowmeters (FE-040105A; FE-040106A) will be **\$2,030.00** and for Internal Recycle flow control valve (FCV-040105A; FCV-040106A) will be **\$2,230.00**.

Also, the manufacturer (Rotork) increased its price from 2020, so the price increase for the actuated valve in Kubota scope of supply is as follow:

- Pre-Aeration FCV (FCV-1001104A): **\$1,460.00**
- MBR Scour Air FCV (FCV-090101A; FCV-090201A; FCV-090301A; FCV-090401A): **\$2,710.00**
- Permeate FCV (6", QTY: 4): **\$2,710.00**
- CIP FCV (XV-170101A): **\$380.00**

Therefore, the total price increase for this RFP is **\$11,520.00**.

Best regards,

---

Mahdi Heidarizad  
Project Engineer  
KUBOTA Membrane USA Corporation



Post Office Box 16039 - Tampa, FL 33687-6039  
(813) 740-1144 - FAX (813) 627-9387

May 25, 2021

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[www.mcdadewaterworks.com](http://www.mcdadewaterworks.com)

R.J. Sullivan

Attn: Jason Buckwalter

☒ Net Price  
☐ Cuts to follow

**Project Name: Palm Bay PCO 11 - Feed Forward RECYCLE Piping Revised Diameter**

**McDade Project #:**

**Bid Date:**

**Addendum:**

**ARRA, AIS, or Domestic Requirement - Yes**

<u>BID ITEM</u>	<u>QTY</u>	<u>SIZE</u>	<u>DESCRIPTION</u>	<u>WEIGHT EACH</u>	<u>UNIT \$</u>	<u>EXT \$</u>
<p><b>**WE HAVE TAKEN INTO ACCOUNT FOR THE 23% FITTING INCREASE THAT WILL TAKE EFFECT JUNE 1ST 2021**</b>  <b>**ANY ADDITIONAL INCREASES BEYOND THAT WILL REQUIRE A REQUOTE**</b></p>						
<b>LIST OF MATERIALS PROVIDED BY JASON</b>						
2	06" X 00'-08"		FLG X FLG CLASS 53 DIP (401L, PC)	55	\$370.50	\$741.00
4	06" X 01'-00"		FLG X FLG CLASS 53 DIP (401L, PC)	55	\$370.50	\$1,482.00
2	06" X 02'-08"		FLG X FLG CLASS 53 DIP (401L, PC)	98	\$513.00	\$1,026.00
2	06" X 12'-00"		FLG X FLG CLASS 53 DIP (401L, PC)	291	\$1,154.25	\$2,308.50
4	06" X 14'-09"		FLG X FLG CLASS 53 DIP (401L, PC)	355	\$1,368.00	\$5,472.00
4	06" X 03'-00"		FLG X PE CLASS 53 DIP (401L, PC)	81	\$360.53	\$1,442.12
2	06" X 05'-06"		FLG X PE CLASS 53 DIP (401L, PC)	135	\$538.65	\$1,077.30
2	06"		DI FLG 90 ELL (401 LINED, PC), DOMESTIC - W/ 02" TAP IN POSITION "Y"	65	\$728.94	\$1,457.88
8	06"		DI FLG 90 ELL (401 LINED, PC), DOMESTIC	65	\$434.82	\$3,478.56
34	06"		FLG ACCY SET (316SS A193 GRADE B8M BOLTS, GRADE 8M NUTS, WASHERS W/ SBR FLG-TYTE GASKET)	0	\$224.90	\$7,646.60
4	06"		1/8" FULL FACE SBR FLANGE-TYTE GASKET	0	\$12.03	\$48.12
4	06"		MEGA-FLANGE ADAPTER W/ STANDARD ZINC HARDWARE	31.7	\$118.12	\$472.48
4	10" X 02'-00"		LINKSEALS (7 LS-400 LINK SEALS PER SET) & HDG WALL SLEEVE (10"X02'-00") FOR 06" DIP IN 24" WALL - SEE DETAIL SHEET P-29	0	\$424.51	\$1,698.04
4	06" X 02'-06"		316SS STANCHION PIPE SUPPORT W/ STRAP - DETAIL SHEET P-29	0	\$661.33	\$2,645.32
12	06" X 01'-06"		316SS WALL BRACKET PIPE SUPPORT - SEE DETAIL P-29	0	\$846.67	\$10,160.04
<b>TOTAL THIS BID ITEM - TAX NOT INCLUDED</b>						<b>\$41,155.96</b>

DUCTILE TOTAL ALL BID ITEM - TAX NOT INCLUDED	1200.00	\$18,485.36
RESTRAINT TOTAL ALL BID ITEM - TAX NOT INCLUDED	31.70	\$472.48
VALVE TOTAL ALL BID ITEM - TAX NOT INCLUDED		\$0.00
FAS TOTAL ALL BID ITEM - TAX NOT INCLUDED		\$7,694.72
EXPANSION JOINT TOTAL ALL BID ITEM - TAX NOT INCLUDED		\$0.00
COUPLING TOTAL ALL BID ITEM - TAX NOT INCLUDED		\$0.00
SMALL PVC TOTAL ALL BID ITEM - TAX NOT INCLUDED		\$0.00
C-900 / 905 AND SDR-26 / 35 PVC TOTAL ALL BID ITEM - TAX NOT INCLUDED		\$0.00
HDPE TOTAL ALL BID ITEM - TAX NOT INCLUDED		\$0.00
STAINLESS TOTAL ALL BID ITEM - TAX NOT INCLUDED		\$0.00
SUPPORT TOTAL ALL BID ITEM - TAX NOT INCLUDED		\$12,805.36
MISC TOTAL ALL BID ITEM - TAX NOT INCLUDED		\$1,698.04
<b>GRAND TOTAL ALL BID ITEM - TAX NOT INCLUDED</b>		<b>\$41,155.96</b>

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BID QTY SIZE  
ITEM

DESCRIPTION

WEIGHT  
EACH

UNIT \$EXT \$

**\*\*WE HAVE TAKEN INTO ACCOUNT FOR THE 23% FITTING INCREASE  
THAT WILL TAKE EFFECT JUNE 1ST 2021\*\***

**Notes:**

- 1 All Ductile Iron MJ Fitting Quoted **C153 (Compact)**
- 2 All Fitting and Valves Quoted Less Accessories
- 3 All Buried Ductile Iron Pipe and MJ Fitting Quoted Bituminous Coated
- 4 All Flange Pipe and Fitting Quoted Prime Coated
- 5 All Ductile Iron Pipe and Fitting Quoted **Cement Lined**
- 6 All Ductile Iron Fitting (MJ & Flange) Quoted Are **DOMESTICALLY** Sourced
- 7 At this time US Pipe and American are not producing fittings 24" and smaller. Fittings are only made by Fitting Manufactures and brands are blended when we ship projects based on availability at time of order.
- 8 **McDade Waterworks, Inc. reserves the right to apply "Price in Effect" at time of delivery due to shortages and/or further "Force Majeure" declarations by manufacturer(s). McDade Waterworks, Inc will not be responsible for industry price changes or shortages beyond our control.**
- 9 Flange Accessories Set Prices are Firm for 14 Days from Bid Date, & Must Ship Within 28 Working Days from Bid Date.
- 10 Pipe Supports - Do not include engineering calculations (ie. wind, seismic, etc). We can recommend someone who can provide this information if requested.
- 11 DeZurik Valve warranty for project is (2) years from date of shipment. Extended warranty can be purchased for a additional 2% of the purchase price for each additional year warranty up to 3 year maximum from date of shipment.

**\*\* DISCLAIMER:**

**McDade Waterworks, Inc. reserves the right to increase prices and/or change escalation terms at any time based on the potential of continued cost volatility.**

**Confidentiality.** Both McDade and Customer agree that the terms of this quotation, including the attached pricing are confidential and shall be held in strict confidence by both parties and may not be disclosed unless required by law. Customer agrees not to post or publicly display the terms or the pricing. Customer also agrees that any discussions or negotiations regarding the attached pricing or any changes thereto (including but not limited to future pricing offerings) are also confidential and are pursuant to this provision of confidentiality.

The above quotation is **our** interpretation of the plans and specifications and should be reviewed by **your** firm for accuracy. Prices do not include valve boxes, ext stems, wrenches, start-up services, etc. unless specifically noted in our quotation. Prices are based on full freight allowed truckload shipments to the project. Additional materials ordered will be furnished on a case by case basis.

Terms: Net 30 Days

FOB: S/P - FFA to Jobsite (Based on Terms Above)

Please call should you have any questions or need any additional pricing.

Sincerely,

Paul LaBombard



**Post Office Box 16039 - Tampa, FL 33687-6039**  
**(813) 740-1144 - FAX (813) 627-9387**

January 4, 2021

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[www.mcdadewaterworks.com](http://www.mcdadewaterworks.com)

R.J. Sullivan Corp  
Attn: Jason Buckwalter

**Project: Palm Bay South Regional Water Reclamation Facility**

**Bid Date: September 10, 2020 @ 5:00 PM**

**Addendum: 1-9**

**AIS Requirement - Yes**

<u>QTY</u>	<u>SIZE</u>	<u>DESCRIPTION</u>	<u>WEIGHT EACH</u>	<u>UNIT \$</u>	<u>EXT \$</u>
-2	04" X 00'-08"	FLG X FLG CLASS 53 DIP (401L, PC)	38	\$205.81	-\$411.62
-4	04" X 01'-00"	FLG X FLG CLASS 53 DIP (401L, PC)	38	\$205.81	-\$823.24
-2	04" X 02'-08"	FLG X FLG CLASS 53 DIP (401L, PC)	65	\$295.23	-\$590.46
-2	04" X 12'-00"	FLG X FLG CLASS 53 DIP (401L, PC)	190	\$697.61	-\$1,395.22
-4	04" X 14'-09"	FLG X FLG CLASS 53 DIP (401L, PC)	231	\$831.74	-\$3,326.96
-4	04" X 03'-00"	FLG X PE CLASS 53 DIP (401L, PC)	53	\$213.61	-\$854.44
-2	04" X 05'-06"	FLG X PE CLASS 53 DIP (401L, PC)	88	\$325.39	-\$650.78
-8	04"	DI FLG 90 ELL (401 LINED, PC), DOMESTIC	45	\$191.13	-\$1,529.04
-2	04"	DI FLG 90 ELL W/ 2" TAP IN "Y" POSITION (401 LINED, PC), DOMESTIC	45	\$325.54	-\$651.08
-34	04"	FLG ACCESSORY SET (316SS A193 GRADE B8M BOLTS, GRADE 8M NUTS & WASHERS W/ 1/8" FULL FACE SBR GASKET)		\$80.74	-\$2,745.16
-4	04"	1/8" FULL FACE SBR GASKET		\$1.75	-\$7.00
-4	04"	MEGA-FLANGE ADAPTER W/ STANDARD ZINC HARDWARE	21.3	\$68.11	-\$272.44
-4	04"	LINKSEALS & 6" HDG WALL SLEEVE FOR 4" DIP (15200-2.02C. & 2.03, DETAIL 1/P-29) (10 EACH LS-265)		\$339.74	-\$1,358.96
-4	04" X 02'-06"	316 STAINLESS STEEL STANCHION PIPE SUPPORT W/ STRAP, 4" PIPE, 2'-6" TO CENTER, DETAIL ON P-29		\$490.00	-\$1,960.00
-12	04" X 01'-06"	316 STAINLESS STEEL PIPE SUPPORT WALL BRACKET, 4" PIPE, DETAIL ON P-29		\$350.00	-\$4,200.00
<b>TOTAL THIS BID ITEM - TAX NOT INCLUDED</b>					<b>-\$20,776.40</b>
<b>DUCTILE TOTAL ALL BID ITEM - TAX NOT INCLUDED</b>					<b>793.00</b>
<b>RESTRAINT TOTAL ALL BID ITEM - TAX NOT INCLUDED</b>					<b>21.30</b>
<b>VALVE TOTAL ALL BID ITEM - TAX NOT INCLUDED</b>					<b>\$0.00</b>
<b>FAS TOTAL ALL BID ITEM - TAX NOT INCLUDED</b>					<b>-\$2,752.16</b>
<b>EXPANSION JOINT TOTAL ALL BID ITEM - TAX NOT INCLUDED</b>					<b>\$0.00</b>
<b>COUPLING TOTAL ALL BID ITEM - TAX NOT INCLUDED</b>					<b>\$0.00</b>
<b>C-900 / 905 AND SDR-26 / 35 PVC TOTAL ALL BID ITEM - TAX NOT INCLUDED</b>					<b>\$0.00</b>
<b>STAINLESS TOTAL ALL BID ITEM - TAX NOT INCLUDED</b>					<b>\$0.00</b>
<b>SUPPORT TOTAL ALL BID ITEM - TAX NOT INCLUDED</b>					<b>-\$6,160.00</b>
<b>MISC TOTAL ALL BID ITEM - TAX NOT INCLUDED</b>					<b>-\$1,358.96</b>
<b>GRAND TOTAL ALL BID ITEM - TAX NOT INCLUDED</b>					<b>-\$20,776.40</b>

**Notes:**

- All Ductile Iron MJ Fitting Quoted C153 (Compact)
- All Fitting and Valves Quoted Less Accessories
- All Buried Ductile Iron Pipe and MJ Fitting Quoted Bituminous Coated



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<u>QTY</u>	<u>SIZE</u>	<u>DESCRIPTION</u>	<u>WEIGHT EACH</u>	<u>UNIT \$</u>	<u>EXT \$</u>
4.		All Flange Pipe and Fitting Quoted Prime Coated			
5.		All Ductile Iron Pipe and Fitting Quoted Cement or Protecto 401 Lined as noted above			
6.		All Ductile Iron Fitting (MJ & Flange) Quoted Are Globally Sourced			
7.		All Ductile Iron Run Pipe prices are good for 1 year from Bid Date. After the one year period there will be a price increase of 3% and additional 3% for every 6 month after that. This escalation is from the pipe manufacturer and they have stated that it is not negotiable.			
8.		<u>Due to the volatile raw market All C-900 PVC, C-905 PVC, HDPE, SDR 35, Sch 80 PVC, Sch 40 PVC, Stainless Steel, Copper &amp; Brass Pipe, Fittings, Valves, etc will/may need to be re-quoted at the time of purchase. Pricing Subject to Availability.</u> *** PVC prices are good till October 9, 2020			
9.		McDade Waterworks, Inc. reserves the right to apply "Price in Effect" at time of delivery due to shortages and/or further tariff declarations by state or federal agencies. McDade Waterworks, Inc will not be responsible for industry price changes or shortages beyond our control as a result of changes to current tariff law.			
10.		Due to the volatility of the raw PVC material market this quotation is valid until _____, at which time the order must be placed or this quotation is automatically voided . Prices are firm if order is released by _____ for shipment completed by _____. Pricing and order acceptance is contingent upon the selected PVC manufacturer receiving collectively sufficient orders to meet minimum run requirements . All backorders will be shipped , "Price In Effect" at time of shipment, If for any reason pipe is delivered after the terms of this quotation .			
11.		All valve boxes quoted less extension stem unless noted otherwise.			
12.		Flange Accessories Set Prices are Firm for 14 Days from Bid Date, & Must Ship Within 28 Working Days from Bid Date.			
14.		Pipe Supports - Do not include engineering calculations (ie. wind, seismic, etc). We can recommend someone who can provide this information if requested.			
15.		Line drawings are not included. If needed add \$1,000.00 per sheet.			
16.		No Spare Parts for any components on take-off are included, unless noted otherwise.			
17.		Electric Actuators are quoted Open/Close service, Unless stated otherwise.			
18.		Valve warranty for project is (2) years from date of shipment. Extended warranty can be purchased for a additional 1% of the purchase price for each additional year warranty up to 3 year maximum from date of shipment.			

**\*\* DISCLAIMER:**

**McDade Waterworks, Inc. reserves the right to increase prices and/or change escalation terms at any time based on the potential of continued cost volatility.**

**Confidentiality.** Both McDade and Customer agree that the terms of this quotation, including the attached pricing are confidential and shall be held in strict confidence by both parties and may not be disclosed unless required by law. Customer agrees not to post or publicly display the terms or the pricing. Customer also agrees that any discussions or negotiations regarding the attached pricing or any changes thereto (including but not limited to future pricing offerings) are also confidential and are pursuant to this provision of confidentiality.

The above quotation is **our** interpretation of the plans and specifications and should be reviewed by **your** firm for accuracy. Prices do not include valve boxes, ext stems, wrenches, start-up services, etc. unless specifically noted in our quotation. Prices are based on full freight allowed truckload shipments to the project. Additional materials ordered will be furnished on a case by case basis.

Terms: Net 30 Days

FOB: S/P - FFA to Jobsite (Based on Terms Above)

Please call should you have any questions or need any additional pricing.

Sincerely,

Mike Worrell

**South Regional Water Reclamation Facility  
PCO #012 - Aeration Reactor Piping Revised Air Inlet Header**

**Labor & Materials**

Superintendent	0 MH @ \$140/MH	\$	-
Foreman	0 MH @ \$100/MH	\$	-
Laborer	0 MH @ \$75/MH	\$	-
Materials (McDade - 4 Supports @\$375 each + \$175 Freight)		\$	1,675.00
Materials (Kubota)		\$	7,880.00
<b>Subtotal:</b>		<b>\$</b>	<b>9,555.00</b>
<b>5% Contractor's Fee:</b>		<b>\$</b>	<b>477.75</b>
(Agreement, Article 14.4.1.1)			
<b>Contractor Total:</b>		<b>\$</b>	<b>10,032.75</b>

**Field Services**

None		\$	-
<b>Subtotal:</b>		<b>\$</b>	<b>-</b>
<b>5% Contractor's Fee:</b>		<b>\$</b>	<b>-</b>
(Agreement, Article 14.4.1.1)			
<b>Subcontractor Total:</b>		<b>\$</b>	<b>-</b>

**Supplemental**

Equipment		\$	-
Tax on Materials (7.0%)		\$	551.60
Additional Bond & Insurance		\$	94.80
<b>Subtotal:</b>		<b>\$</b>	<b>646.40</b>
<b>0% Contractor's Fee:</b>		<b>\$</b>	<b>-</b>
(Agreement, Article 14.4.1.2)			
<b>Other Total:</b>		<b>\$</b>	<b>646.40</b>

**Credits**

None		\$	-
<b>Subtotal:</b>		<b>\$</b>	<b>-</b>
<b>5% Contractor's Fee:</b>		<b>\$</b>	<b>-</b>
(Agreement, Article 14.4.1.3 & 14.4.1.4)			
<b>Credits Total:</b>		<b>\$</b>	<b>-</b>

<b>PCO #012 Total: \$ 10,679.15</b>
<b>*Additional Contract Time Required: 0 days</b>

**\* R.J. Sullivan Corp. reserves the right to additional contract time and costs for extending bonds and insurance once the extent of delays related to PCOs 001 through 032 can be quantified.**

**To:** Mr. Mickey Bartlett  
R. J. Sullivan Corp.  
2001 N.W. 22<sup>nd</sup> St.  
Pompano Beach, FL 33069  
T. (954) 975-0388

<b>PROJECT NAME</b>	Palm Bay South Regional WRF
<b>Customer PO#</b>	390-01
<b>KMU PROJECT NO.</b>	KMU20132S
<b>DATE</b>	June 4, 2021

**Prepared by:** Mahdi Heidarizad  
KUBOTA Membrane USA Corporation

**Title:** Response to Palm Bay SRWRF – Request for Change Proposal No. 012

Dear Mr. Bartlett,

Kubota has changed the design according to Request for Change Proposal No. 12. This RFP will affect the layout of the air manifold and requires extra adapters to have the grid on both sides of the headers. The price increase for the changes in this RFP is **\$7,880.00.**

**Notes:**

1. The design and scope assume the drop legs run straight up the wall from the manifold end and that the valve/connection that we are to connect to is at the top of the tank directly above our manifold end.
2. The exact location of the Mud valve in Aeration Reactors is not determined. Kubota needs this information to prepare the submittal.

**Exceptions:**

Spec 11800 section 2.03.C.4.d states supports shall be anchored to the floor with (2) anchors bolts. Sanitaires standard guide supports, which are used on the 4" air distributors, is designed to be anchored to the floor with a single anchor.

Best regards,

---

Mahdi Heidarizad  
Project Engineer  
KUBOTA Membrane USA Corporation



## Jason Buckwalter

---

**From:** Mickey Bartlett  
**Sent:** Tuesday, June 08, 2021 5:33 PM  
**To:** Jason Buckwalter  
**Subject:** FW: Palm Bay Mud Valves

Please see below.

Thanks,

Mickey Bartlett

Sent from my Verizon, Samsung Galaxy S10+ smartphone

----- Original message -----

**From:** Wesley Bunn <[wgbunn@MCDADEWATERWORKS.COM](mailto:wgbunn@MCDADEWATERWORKS.COM)>  
**Date:** 6/8/21 5:27 PM (GMT-05:00)  
**To:** Mickey Bartlett <[mbartlett@rjsullivancorp.com](mailto:mbartlett@rjsullivancorp.com)>  
**Subject:** Palm Bay Mud Valves

MICKEY-

4EA 1-1/2" T-316SS ANGLE SUPPORT - 5'-0" TALL \$375.00EA  
- QUOTING 5'-0" FROM BOTTOM OF BASE PLATE TO TOP OF ANGLE.

- PLEASE NOTE: WE ARE OFFERING THE ANGLE WITH TWO 1"LG SLOTTED HOLES FOR THE U-BOLT.

- PLEASE ALLOW 2-3 WEEKS TO SHIP A.R.O.

- ORDER WOULD BE NON-CANCELABLE / NON-RETURNABLE.

FREIGHT: \$175

Thank you,



Wesley G. Bunn V.P.  
**Main Office Phone:** (813) 740-1144  
**Cellular Phone:** (813) 376-0057  
**Fax:** (813) 627-9387

E-Mail: [wgbunn@mcdadewaterworks.com](mailto:wgbunn@mcdadewaterworks.com) Web: <http://www.mcdadewaterworks.com>

**Mailing:** P.O. Box 16039 - Tampa, FL 33687-6039 **Physical:** 6520 Harney Road - Tampa FL. 33610

---

**From:** Mickey Bartlett <[mbartlett@rjsullivancorp.com](mailto:mbartlett@rjsullivancorp.com)>  
**Sent:** Monday, June 07, 2021 11:33 AM  
**To:** Wesley Bunn <[wgbunn@MCDADEWATERWORKS.COM](mailto:wgbunn@MCDADEWATERWORKS.COM)>  
**Subject:** RE: Palm Bay Mud Valves

Wes,

Per the attached drawing, price either 4 stabilizers or heavier shafts, whichever you can get priced quicker.

Thanks,

**Mickey Bartlett**  
**Project Manager**  
**R.J. Sullivan Corp.**  
**2001 NW 22<sup>nd</sup> St.**  
**Pompano Beach, FL 33069**  
**Office 954-975-0388**  
**Cell 561-262-2515**

---

**From:** Wesley Bunn <[wgbunn@MCDADEWATERWORKS.COM](mailto:wgbunn@MCDADEWATERWORKS.COM)>  
**Sent:** Monday, June 07, 2021 10:30 AM  
**To:** Mickey Bartlett <[mbartlett@rjsullivancorp.com](mailto:mbartlett@rjsullivancorp.com)>  
**Subject:** RE: Palm Bay Mud Valves

Mickey –

It would work but they recommend supporting every 10ft.

We could maybe beef up the rod diameter some so that the rod won't flex as much when they close the valve tight.

I don't really see another option. How far off the wall is it? Could we fabricate a long stabilizer?

Thank you,



Wesley G. Bunn V.P.  
**Main Office** Phone: (813) 740-1144  
**Cellular** Phone: (813) 376-0057  
**Fax:** (813) 627-9387

E-Mail: [wgbunn@mcdadewaterworks.com](mailto:wgbunn@mcdadewaterworks.com) Web: <http://www.mcdadewaterworks.com>

**Mailing:** P.O. Box 16039 - Tampa, FL 33687-6039 **Physical:** 6520 Harney Road - Tampa FL. 33610

---

**From:** Mickey Bartlett <[mbartlett@rjsullivancorp.com](mailto:mbartlett@rjsullivancorp.com)>  
**Sent:** Monday, June 07, 2021 9:18 AM  
**To:** Wesley Bunn <[wgbunn@MCDADEWATERWORKS.COM](mailto:wgbunn@MCDADEWATERWORKS.COM)>  
**Subject:** RE: Palm Bay Mud Valves

21.5'

**Mickey Bartlett**  
**Project Manager**  
**R.J. Sullivan Corp.**  
**2001 NW 22<sup>nd</sup> St.**  
**Pompano Beach, FL 33069**  
**Office 954-975-0388**  
**Cell 561-262-2515**

---

**From:** Wesley Bunn <[wgbunn@MCDADEWATERWORKS.COM](mailto:wgbunn@MCDADEWATERWORKS.COM)>  
**Sent:** Monday, June 07, 2021 9:11 AM  
**To:** Mickey Bartlett <[mbartlett@rjsullivancorp.com](mailto:mbartlett@rjsullivancorp.com)>  
**Subject:** RE: Palm Bay Mud Valves

How long is the extension in this area?

Thank you,

**South Regional Water Reclamation Facility**  
**PCO #016 - Reclaimed Water Ground Storage Tank Revised Stand Pipe**

**Labor & Materials**

Superintendent	16 MH @ \$140/MH	\$	2,240.00
Foreman	40 MH @ \$100/MH	\$	4,000.00
Laborer	120 MH @ \$75/MH	\$	9,000.00
Materials (See attached materials list)		\$	48,956.37
<b>Subtotal:</b>		<b>\$</b>	<b>64,196.37</b>
<b>5% Contractor's Fee:</b>		<b>\$</b>	<b>3,209.82</b>
(Agreement, Article 14.4.1.1)			
<b>Contractor Total:</b>		<b>\$</b>	<b>67,406.19</b>

**Field Services**

Precon		\$	10,036.00
<b>Subtotal:</b>		<b>\$</b>	<b>10,036.00</b>
<b>5% Contractor's Fee:</b>		<b>\$</b>	<b>501.80</b>
(Agreement, Article 14.4.1.1)			
<b>Subcontractor Total:</b>		<b>\$</b>	<b>10,537.80</b>

**Supplemental**

Equipment (Crane - 3 days @ \$2,000/day)		\$	6,000.00
Tax on Materials (7.0%)		\$	3,426.95
Additional Bond & Insurance		\$	782.57
<b>Subtotal:</b>		<b>\$</b>	<b>10,209.52</b>
<b>0% Contractor's Fee:</b>		<b>\$</b>	<b>-</b>
(Agreement, Article 14.4.1.2)			
<b>Other Total:</b>		<b>\$</b>	<b>10,209.52</b>

**Credits**

None		\$	-
<b>Subtotal:</b>		<b>\$</b>	<b>-</b>
<b>5% Contractor's Fee:</b>		<b>\$</b>	<b>-</b>
(Agreement, Article 14.4.1.3 & 14.4.1.4)			
<b>Credits Total:</b>		<b>\$</b>	<b>-</b>

<b>PCO #016 Total:</b>	<b>\$</b>	<b>88,153.51</b>
<b>*Additional Contract Time Required: Unknown at this time</b>		

\* R.J. Sullivan Corp. reserves the right to additional contract time once the extent of delays related to PCOs 1 through 32 can be quantified.

## Materials

Supplier	Quantity	Item	Unit	Total
McDade Waterworks	1	Pipe & Fittings	\$ 48,256.37	\$ 48,256.37
R.J. Sullivan Corp.	1	Temporary Supports, Grout, Wedge Anchors	\$ 700.00	\$ 700.00
				\$ -
				\$ -
			<b>Total:</b>	<b>\$ 48,956.37</b>



Post Office Box 16039 - Tampa, FL 33687-6039  
(813) 740-1144 - FAX (813) 627-9387

April 27, 2021

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[www.mcdadewaterworks.com](http://www.mcdadewaterworks.com)

R.J. Sullivan Corp.

Attn: Jason Buckwalter

PCO # 016

Project: Palm Bay South Regional Water Reclamation Facility

McDade Project #: P20-232

Bid Date: September 10, 2020 @ 5:00 PM

Addendum: 1-9

**AIS Requirement - Yes**

☒ Net Price  
☐ Cuts to follow

<u>BID</u> <u>ITEM</u>	<u>QTY</u>	<u>SIZE</u>	<u>DESCRIPTION</u>	<u>WEIGHT</u> <u>EACH</u>	<u>UNIT \$</u>	<u>EXT \$</u>
3	20"	X 16'-00-1/2"	FLG X FLG CLASS 53 DIP (C/L, PC)	1730	\$4,859.98	\$14,579.94
1	20"	X 13'-07-3/8"	FLG X FLG CLASS 53 DIP (C/L, PC)	1501	\$4,450.92	\$4,450.92
1	20"		DI FLG 90 ELL (C/L, PC), DOMESTIC	580	\$6,067.58	\$6,067.58
1	20"	X 20"	DI FLG TEE (C/L, PC), DOMESTIC	855	\$6,944.38	\$6,944.38
1	20"		DI FLG BASE 90 ELL (C/L, PC), DOMESTIC	700	\$6,532.62	\$6,532.62
1	20"		DI FLG X FLARE PIECE (C/L, PC), DOMESTIC	460	\$3,214.93	\$3,214.93
8	20"		FLG ACCESSORY SET (316SS A193 GRADE B8M BOLTS, GRADE 8M NUTS & WASHERS W/ SBR GASKET FLG-TYTE)	0	\$808.25	\$6,466.00
TOTAL THIS BID ITEM - TAX NOT INCLUDED						\$48,256.37

**Notes:**

- All Fitting and Valves Quoted Less Accessories
- All Flange Pipe and Fitting Quoted Prime Coated
- All Ductile Iron Pipe and Fitting Quoted Cement Lined
- All Ductile Iron Fitting (MJ & Flange) Quoted Are Domestically Sourced
- All Ductile Iron Run Pipe prices are good for 1 year from Bid Date. After the one year period there will be a price increase of 3% and additional 3% for every 6 month after that. This escalation is from the pipe manufacturer and they have stated that it is not negotiable.
- Due to the volatile raw market All C-900 PVC, C-905 PVC, HDPE, SDR 35, Sch 80 PVC, Sch 40 PVC, Stainless Steel, Copper & Brass Pipe, Fittings, Valves, etc will/may need to be re-quoted at the time of purchase. Pricing Subject to Availability.
- McDade Waterworks, Inc. reserves the right to apply "Price in Effect" at time of delivery due to shortages and/or further tariff declarations by state or federal agencies. McDade Waterworks, Inc will not be responsible for industry price changes or shortages beyond our control as a result of changes to current tariff law.
- Flange Accessories Set Prices are Firm for 14 Days from Bid Date, & Must Ship Within 28 Working Days from Bid Date.

**\*\* DISCLAIMER:**

McDade Waterworks, Inc. reserves the right to increase prices and/or change escalation terms at any time based on the potential of continued cost volatility.

**Confidentiality.** Both McDade and Customer agree that the terms of this quotation, including the attached pricing are confidential and shall be held in strict confidence by both parties and may not be disclosed unless required by law. Customer agrees not to post or publicly display the terms or the pricing. Customer also agrees that any discussions or negotiations regarding the attached pricing or any changes thereto (including but not limited to future pricing offerings) are also confidential and are pursuant to this provision of confidentiality.

The above quotation is our interpretation of the plans and specifications and should be reviewed by your firm for accuracy. Prices do not include valve boxes, ext stems, wrenches, start-up services, etc. unless specifically noted in our quotation. Prices are based on full freight allowed truckload shipments to the project. Additional materials ordered will be furnished on a case by case basis.

Terms: Net 30 Days

<u>BID</u> <u>ITEM</u>	<u>QTY</u>	<u>SIZE</u>	<u>DESCRIPTION</u>	<u>WEIGHT</u> <u>EACH</u>	<u>UNIT \$</u>	<u>EXT \$</u>
---------------------------	------------	-------------	--------------------	------------------------------	----------------	---------------

FOB: S/P - FFA to Jobsite (Based on Terms Above)

Please call should you have any questions or need any additional pricing.

Sincerely,

Mike Worrell







## PRECON CORPORATION

---

Prestressed Concrete Tanks

115 S.W. 140th Terrace  
Newberry, Florida 32669  
(352) 332-1200  
Fax 332-1199

March 25, 2021

RJ Sullivan Corporation  
2001 NW 22<sup>nd</sup> Street  
Pompano Beach, FL 33069

ATTN: Mickey Bartlett  
Office: 945-975-0388  
Cell: 561-262-2515

### PROPOSAL

Subject: City of Palm Bay  
Palm Bay South Regional WRF

Description: 3.0 MG Reclaimed Water GST

1. MATERIALS AND SERVICES TO BE FURNISHED BY PRECON CORPORATION

Precon proposes to furnish all labor, material, equipment, scaffolding, forms and supervision required to complete the tank in accord with the plans and specifications issued by Wade Trim and Precon Corporation's standard prestressed concrete tank design. The services to be furnished by Precon Corporation are specifically:

- a. Add 6 pipe support brackets for the 20" DIP Inlet Pipe.
- b. Wall – Additional shotcrete for the bosses on the wall at the pipe brackets on the Inlet Pipe.
- c. Floor – Additional concrete and reinforcing required at the Inlet Pipe.

2. MATERIALS AND SERVICES FURNISHED BY OTHERS

It is understood that the following services are not included and are to be provided by others:

- a. All pipe materials required for the 20" Inlet.
- b. Install and encase all pipe to 5' outside the tank to include:
  - 1. 20" inlet
- c. All permits and government fees.
- d. All materials testing.

3. QUOTATION

We are prepared to carry out this work in accordance with the foregoing for the lump sum price of:

Total Lump Sum (items a-c):	\$10,036.00
-----------------------------	-------------

<del>Add 8" Drain Pipe (for additional concrete and reinforcing)</del>	<del>\$527.00</del>
--	---------------------

<del>All materials, installation and encasement by RJ Sullivan</del>	
--	--

Based on monthly estimates for work completed and materials on hand, your payments, less retainage, are to be received by us in our office at 115 SW 140<sup>th</sup> Terrace, Newberry, Florida 32669, within five days after receipt of the Owner's payment. Our retainage will be reduced as your net retainage is reduced. In the event of default on the date of final payment, it is agreed that interest will be paid at the rate of 15% per annum on the outstanding balance. Any reasonable legal or other expense necessary for the enforcement of this contract or for collection of monies due shall be borne by the party at fault.

4. COMMENCEMENT AND COMPLETION

We are prepared to furnish sufficient labor, materials and equipment to complete the work within approximately 1 week after a mutually agreeable start date.

5. SHOP DRAWINGS AND DESIGN DATA

We will submit all data required, including complete computations, shop drawings and specifications for approval prior to starting work.

6. BOND

The cost of a payment-performance-maintenance bond, issued for a one-year period, is to be added to the bid price if required. The price for this bond is \$12.00 per \$1,000.00. If utilizing sub-guard, any bonds required will be added to the tank price.

7. LABOR

This proposal is predicated on open shop labor conditions, using our own personnel. If we are required to employ persons of an affiliation desirable to the owner and/or general contractor thereby resulting in increased costs to us, the contract price shall be adjusted accordingly. Such requirements shall not provide that Precon Corporation sign a contract with any labor organization. In the event of a labor stoppage, we shall not be in default or be deemed responsible for delay of the progress of this contract or damage to the owner so long as Precon Corporation has sufficient qualified employees available to perform the work.

8. SAFETY

This proposal is based on performing the work in accordance with Precon Corporation's Safety Program, which meets or exceeds CFR 1926 OSHA Standards. If any additional safety requirements are placed upon us, such as additional site training or safety equipment, the cost for such additional requirements plus overhead shall be reimbursed to us.

9. BACKCHARGES AND CLAIMS FOR EXTRAS

No claim for extra services rendered or materials furnished will be valid by either party unless written notice thereof is given during the first ten days of the calendar month following that in which the claim originated. Precon Corporation's claims for extras shall include overhead and profit.

10. DELAYS

It is agreed that we shall be permitted to prosecute our work without interruption. If delayed at any time for a period of 24 hours or more by an act or neglect of the owner, his representative or other contractor employed by him, or by reason of any changes ordered in the work, we shall be reimbursed for our actual additional expense caused by such delay, including loss of use of our equipment, plus overhead and profit.

11. INSURANCE



Precon will furnish an insurance certificate showing coverage of liability, property and worker's compensation insurance upon request. Our insurance will be carried in accord with the general condition requirements. An additional amount will be added to our subcontract price if there are any extra requirements. Builder's Risk insurance will be carried in accord with general conditions requirements.

12. ARBITRATION

Any dispute or claim between us shall be settled by arbitration in accord with the American Arbitration Association rules relating to the construction industry. The arbitrator's decision may be entered in any court having jurisdiction.

13. GUARANTEE

Precon Corporation shall guarantee workmanship and materials on the entire tank structure for a period of five years from the date of acceptance of the work. In case leakage or other defects appear within the five year period, we will proceed to make repairs promptly upon written notice by the Owner that such defects have been found. Leakage is defined as a stream flow of liquid appearing on the exterior surface of the tank, or leakage through the base slab, the source of which is from the inside of the tank. Precon Corporation will not be liable for any damages caused directly or indirectly by the tank contents. Precon will be allowed free and unencumbered access to the tank interior and exterior as necessary to make repairs. The repair method will be as determined by Precon and in accord with industry practice.

14. ACCEPTANCE

This proposal is offered for your acceptance within 15 days. This proposal is based on the conditions of the AIA Standard Form of Agreement Between Contractor and Subcontractor, and it shall be made part of any subcontract.

Accepted: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Offered: Precon Corporation

By:  \_\_\_\_\_

Michael A. Lisk

Title: Project Manager

**South Regional Water Reclamation Facility**  
**PCO #017 - High Service and Effluent Transfer Piping By-pass at Flow Meter**

**Labor & Materials**

Superintendent	16 MH @ \$140/MH	\$	2,240.00
Foreman	74 MH @ \$100/MH	\$	7,400.00
Laborer	152 MH @ \$75/MH	\$	11,400.00
Materials (See attached materials list)		\$	93,488.73
<b>Subtotal:</b>		<b>\$</b>	<b>114,528.73</b>
<b>5% Contractor's Fee:</b>		<b>\$</b>	<b>5,726.44</b>
(Agreement, Article 14.4.1.1)			
<b>Contractor Total:</b>		<b>\$</b>	<b>120,255.17</b>

**Field Services**

Rebar Installation (524 LB @ \$0.3715/LB)		\$	194.67
Concrete Finishers (87.5 sf @ \$1.50/sf)		\$	131.25
<b>Subtotal:</b>		<b>\$</b>	<b>325.92</b>
<b>5% Contractor's Fee:</b>		<b>\$</b>	<b>16.30</b>
(Agreement, Article 14.4.1.1)			
<b>Subcontractor Total:</b>		<b>\$</b>	<b>342.22</b>

**Supplemental**

Equipment		\$	-
Tax on Materials (7.0%)		\$	5,700.66
Additional Bond & Insurance		\$	2,756.53
<b>Subtotal:</b>		<b>\$</b>	<b>8,457.19</b>
<b>0% Contractor's Fee:</b>		<b>\$</b>	<b>-</b>
(Agreement, Article 14.4.1.2)			
<b>Other Total:</b>		<b>\$</b>	<b>8,457.19</b>

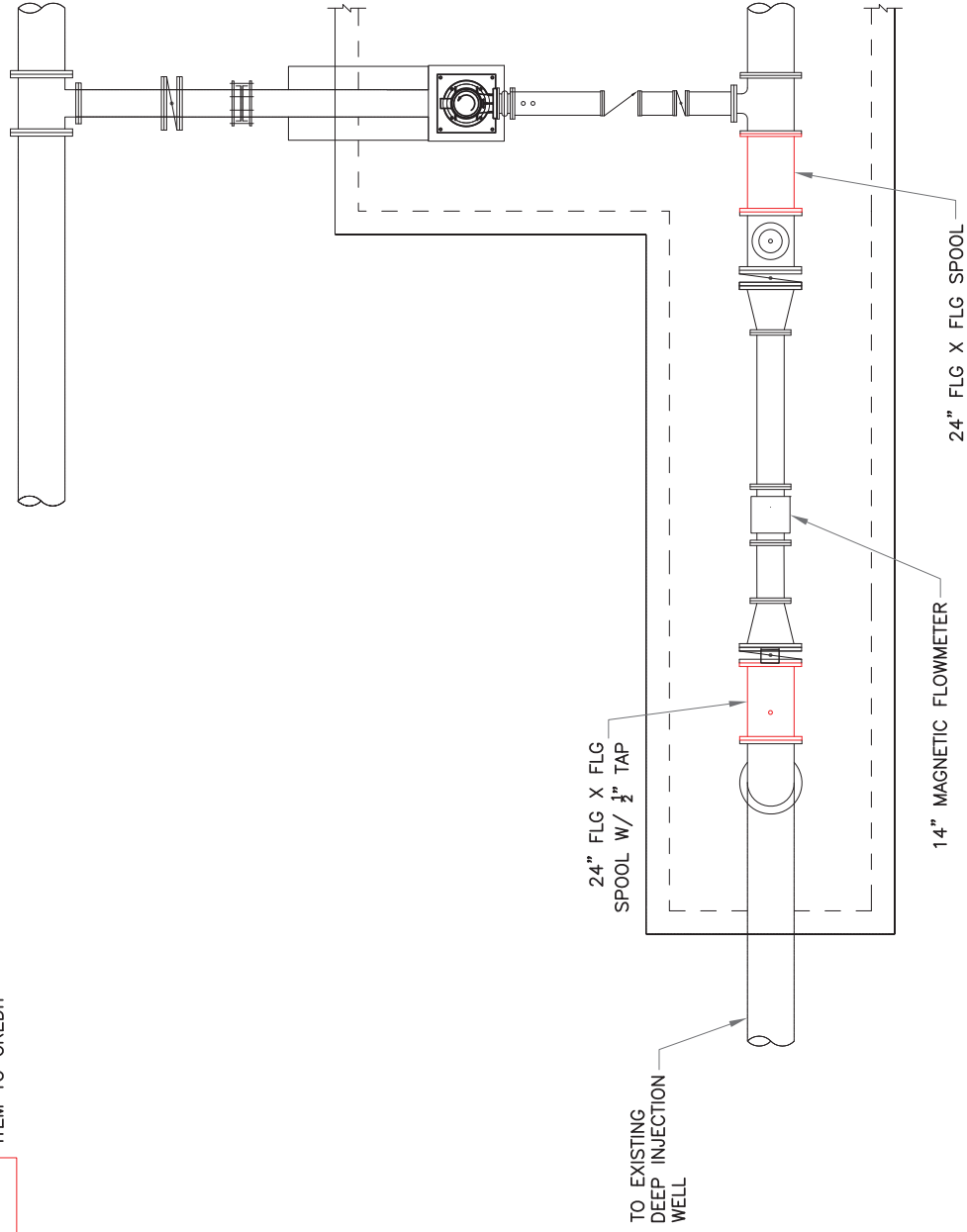
**Credits**

Superintendent	0 MH @ \$140/MH	\$	-
Foreman	-12 MH @ \$100/MH	\$	(1,200.00)
Laborer	-24 MH @ \$75/MH	\$	(1,800.00)
Material (McDade)		\$	(12,050.80)
<b>Subtotal:</b>		<b>\$</b>	<b>(15,050.80)</b>
<b>5% Contractor's Fee:</b>		<b>\$</b>	<b>(752.54)</b>
(Agreement, Article 14.4.1.3 & 14.4.1.4)			
<b>Credits Total:</b>		<b>\$</b>	<b>(15,803.34)</b>

<b>PCO #017 Total: \$ 113,251.23</b>
<b>*Additional Contract Time Required: 7 days</b>

\* R.J. Sullivan Corp. reserves the right to additional contract time and costs for extending bonds and insurance once the extent of delays related to PCOs 001 through 032 can be quantified.

ITEM TO CREDIT



General Notes

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No. Revision/Issue Date

**RJ Sullivan Corp.**  
GENERAL CONTRACTOR  
2001 S. W. 10th Ave., Suite 100  
Palm Beach, FL 33480-1000  
Phone: 561-975-2333 Fax: 561-975-2333

Designed: JEB  
Drawn: JEB  
Checked:  
Approved:

Project Name  
City of Palm Bay  
South Regional Water  
Reclamation Facility  
PCO #017  
High Service Piping  
Flowmeter Bypass

Project 390	Drawing
Date 6/11/2021	Sheet
Scale NTS	1 of 2

ADDITIONAL ITEM

General Notes

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14" MAGNETIC FLOWMETER

24" X 14" FLG TEE W/  
1/2" TAP AT POSITION "G"

24" FLG TEE

TO EXISTING  
DEEP INJECTION  
WELL

14" FLG X FLG SPOOL  
(TYP OF 4, VARYING LENGTHS)

PIPE SUPPORT - STANCHION TYPE  
(TYP OF 3)

14" FLG 90° BEND  
(TYP OF 2)

14" BUTTERFLY VALVE

24" FLG X FLG SPOOL

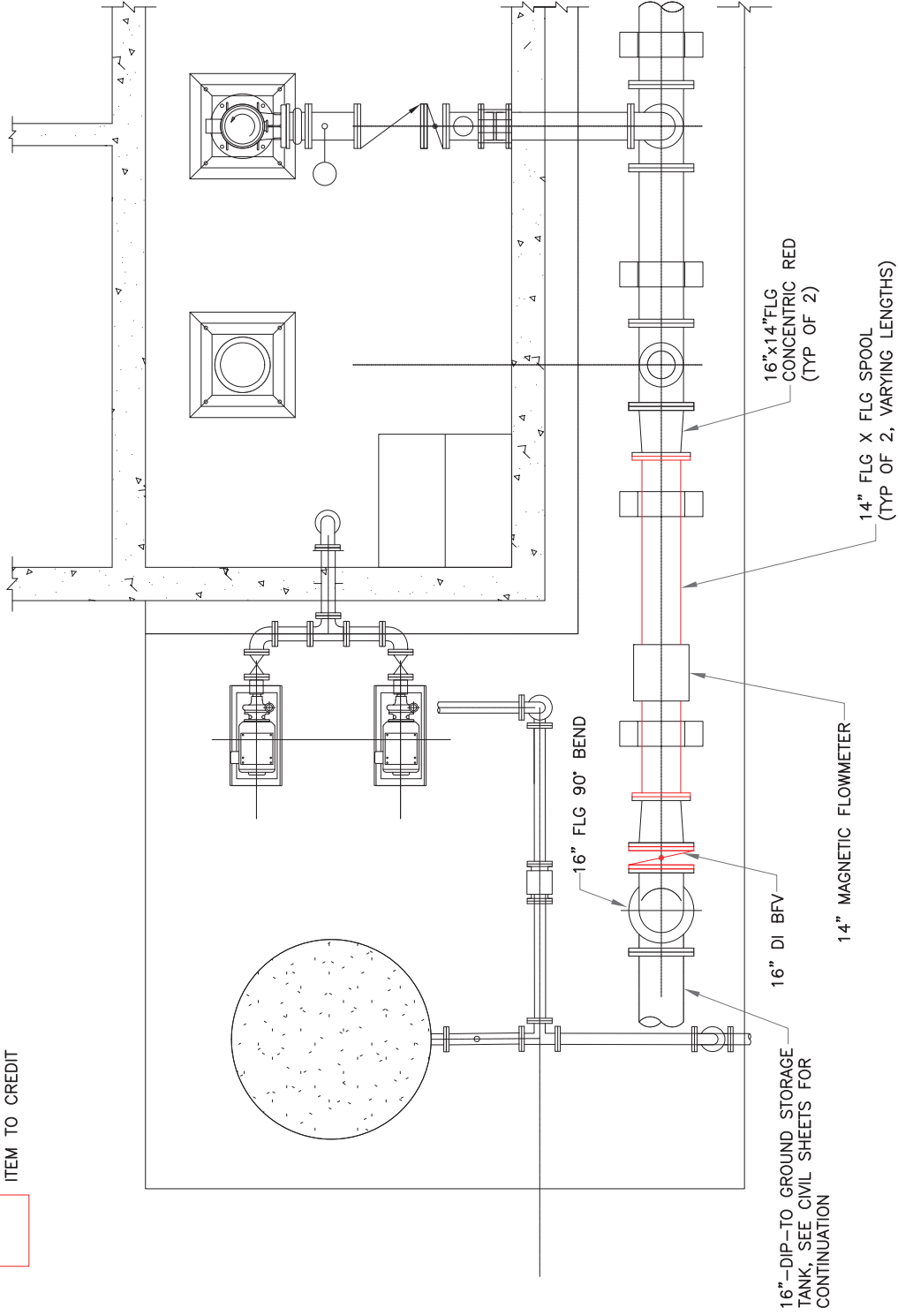
**RJ Sullivan Corp.**  
GENERAL CONTRACTOR  
10001 E. 10th Avenue, Suite 100  
Denver, CO 80231  
Phone: 303.975.0000 Fax: 303.975.2333

Designed: JEB  
Drawn: JEB  
Checked:  
Approved:

Project Name  
City of Palm Bay  
South Regional Water  
Reclamation Facility  
PCO #017  
High Service Piping  
Flowmeter Bypass

Project 390	Drawing
Date 6/11/2021	Sheet
Scale NTS	1 of 2

ITEM TO CREDIT



General Notes

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**RJ Sullivan Corp.**  
GENERAL CONTRACTOR  
1000  
Phone: 954-975-2333 • Fax: 954-975-2333

Designed: JEB

Drawn: JEB

Checked:

Approved:

Project Name

City of Palm Bay  
South Regional Water  
Reclamation Facility

PCO #017  
Effluent Transfer Piping  
Flowmeter Bypass

Project

390

Date

6/11/2021

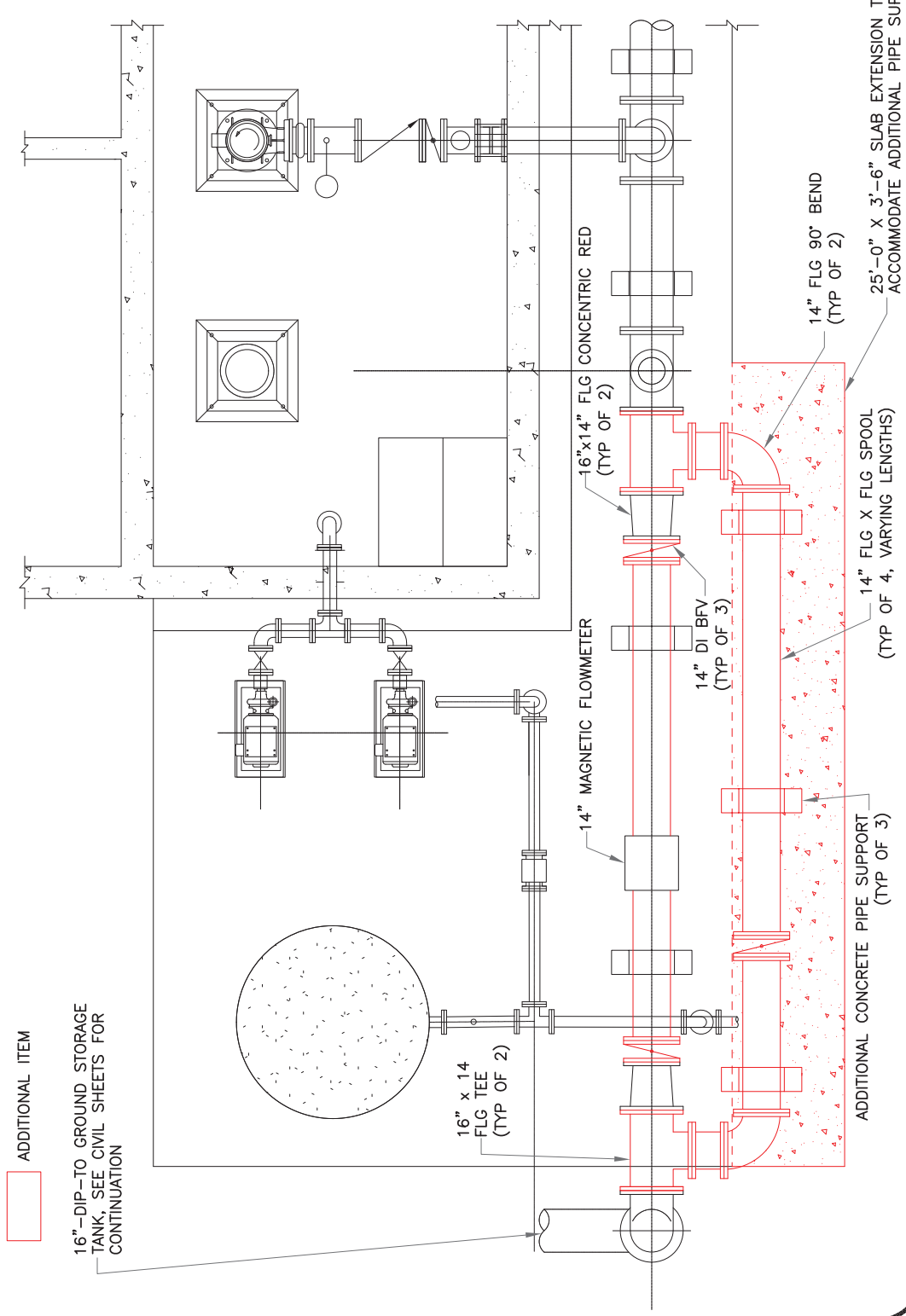
Sheet

1 of 2

Drawing

Scale

NTS



ADDITIONAL ITEM

16" -DIP-TO GROUND STORAGE TANK. SEE CIVIL SHEETS FOR CONTINUATION

General Notes	
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No.	Revision/Date
<b>RJ Sullivan Corp.</b> GENERAL CONTRACTOR 3001 S. Palm Bay Blvd., Suite 100 Palm Bay, FL 32909 Phone: 888.975.6488 Fax: 888.975.6333	
Designed:	JEB
Drawn:	JEB
Checked:	
Approved:	
Project Name City of Palm Bay South Regional Water Reclamation Facility PCO #017 Effluent Transfer Piping Flowmeter Bypass	
Project Number	390
Date	6/11/2021
Scale	NTS
Sheet	2 of 2

## Materials

Supplier	Quantity	Item	Unit	Total
McDade	1	Pipe, Fittings, Valves, Supports & Accessories	\$92,191.40	\$ 92,191.40
Maschmeyer	3	Concrete (Slab: 25cy - 22cy as bid), CY	\$ 115.00	\$ 345.00
Maschmeyer	1	Concrete (Supports poured with other items: 5.5cy - 4.5cy as bid), CY	\$ 153.36	\$ 153.36
Construction Materials	524	Rebar (Slab & Pipe Supports), LB	\$ 0.68	\$ 356.32
Construction Materials	44.5	3/4" Chamfer Strip, LF	\$ 0.20	\$ 8.90
R.J. Sullivan Corp.	52.5	Forms, SF	\$ 3.50	\$ 183.75
R.J. Sullivan Corp.	1	Bricks, Tie Wire, Epoxy for Dowels, Curing Compound, Grind & Rub Concrete Supports, Grout for Stanchion Supports, Anchors & Fasteners, Neoprene for Pipe Straps	\$ 250.00	\$ 250.00
				\$ -
			<b>Total:</b>	<b>\$ 93,488.73</b>



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(813) 740-1144 - FAX (813) 627-9387

July 2, 2021

**Serving the Water & Wastewater Plant Industry for over 30 Years, Please visit us at:**

[www.mcdadewaterworks.com](http://www.mcdadewaterworks.com)

R.J. Sullivan Corp  
Attn: Jason Buckwalter

☒ Net Price  
☐ Cuts to follow

**Project Name: Palm Bay PCO #017 - High Service and Effluent Transfer Piping By-pass at Flow Meter**

**McDade Project #: P20-232**

**Bid Date: September 10, 2020 @ 5:00 PM**

**Addendum: 1-9**

**AIS Requirement - Yes**

<u>QTY</u>	<u>SIZE</u>	<u>DESCRIPTION</u>	<u>WEIGHT EACH</u>	<u>UNIT \$</u>	<u>EXT \$</u>
<b>EFFLUENT TRANSFER BYPASS PIPING</b>					
2	14" X 01'-00"	FLG X FLG CLASS 53 DIP (C/L, PC)	198	\$1,754.71	\$3,509.42
2	14" X 05'-00"	FLG X FLG CLASS 53 DIP (C/L, PC)	439	\$2,287.60	\$4,575.20
1	14" X 09'-00"	FLG X FLG CLASS 53 DIP (C/L, PC)	679	\$2,820.49	\$2,820.49
1	14" X 14'-00"	FLG X FLG CLASS 53 DIP (C/L, PC)	979	\$3,486.61	\$3,486.61
2	14"	DI FLG 90 ELL (C/L, PC), DOMESTIC	290	\$2,317.58	\$4,635.16
2	16" X 14"	DI FLG TEE (C/L, PC), DOMESTIC	530	\$4,215.79	\$8,431.58
10	14"	FLG ACCY SET (316SS A193 GRADE B8M BOLTS, GRADE 8M NUTS & WASHERS W/ SBR FLG-TYTE GASKET)		\$538.30	\$5,383.00
1	16"	FLG ACCY SET (316SS A193 GRADE B8M BOLTS, GRADE 8M NUTS & WASHERS W/ SBR FLG-TYTE GASKET)		\$714.33	\$714.33
3	14"	FLG BUTTERFLY VALVE W/ WORM GEAR & HANDWHEEL, V180213A, V180226A, V180227A (15200-2.06N.)		\$4,450.59	\$13,351.77
3	1/2" X 04"	GALVANIZED STEEL FLAT BAR PIPE STRAP FOR 14" PIPE, DETAIL FOR CONCRETE PIPE SUPPORT ON P-29		\$70.67	\$212.01
<b>HIGH SERVICE BYPASS PIPING</b>					
2	14" X 01'-00"	FLG X FLG CLASS 53 DIP (C/L, PC)	198	\$1,754.71	\$3,509.42
1	14" X 10'-00"	FLG X FLG CLASS 53 DIP (C/L, PC)	739	\$2,953.72	\$2,953.72
1	14" X 07'-02"	FLG X FLG CLASS 53 DIP (C/L, PC)	589	\$2,620.66	\$2,620.66
1	24" X 02'-00"	FLG X FLG CLASS 53 DIP (C/L, PC)	535	\$3,965.86	\$3,965.86
2	14"	DI FLG 90 ELL (C/L, PC), DOMESTIC	290	\$2,317.58	\$4,635.16
1	24" X 14"	DI FLG TEE W/ 1/2" DIRECT TAP IN "G" POSITION (C/L, PC), DOMESTIC	900	\$7,395.32	\$7,395.32
1	24" X 14"	DI FLG TEE (C/L, PC), DOMESTIC	900	\$7,256.43	\$7,256.43
8	14"	FLG ACCY SET (316SS A193 GRADE B8M BOLTS, GRADE 8M NUTS & WASHERS W/ SBR FLG-TYTE GASKET)		\$538.30	\$4,306.40
1	24"	FLG ACCY SET (316SS A193 GRADE B8M BOLTS, GRADE 8M NUTS & WASHERS W/ SBR FLG-TYTE GASKET)		\$1,209.03	\$1,209.03
1	14"	FLG BUTTERFLY VALVE W/ WORM GEAR & HANDWHEEL, V250119A (15200-2.06N.)		\$4,450.59	\$4,450.59
3	14" X 03'-00"	STAINLESS STEEL STANCHION PIPE SUPPORT W/ STRAP, 14" PIPE, 3'-0" TO CENTER, DETAIL ON P-29		\$923.08	\$2,769.24
<b>TOTAL THIS BID ITEM - TAX NOT INCLUDED</b>					<b>\$92,191.40</b>
<b>DUCTILE TOTAL ALL BID ITEM - TAX NOT INCLUDED</b>			<b>7266.00</b>		<b>\$59,795.03</b>
<b>VALVE TOTAL ALL BID ITEM - TAX NOT INCLUDED</b>					<b>\$17,802.36</b>



Confidential

<u>QTY</u>	<u>SIZE</u>	<u>DESCRIPTION</u>	<u>WEIGHT EACH</u>	<u>UNIT \$</u>	<u>EXT \$</u>
FAS TOTAL ALL BID ITEM - TAX NOT INCLUDED					\$11,612.76
SUPPORT TOTAL ALL BID ITEM - TAX NOT INCLUDED					<u>\$2,981.25</u>
GRAND TOTAL ALL BID ITEM - TAX NOT INCLUDED					<u>\$92,191.40</u>

**Notes:**

- 1 All Fitting and Valves Quoted Less Accessories
- 2 All Flange Pipe and Fitting Quoted Prime Coated
- 3 All Ductile Iron Pipe and Fitting Quoted Cement Lined
- 4 All Ductile Iron Fitting (MJ & Flange) Quoted Are Domestically Sourced
- 5 All Ductile Iron Run Pipe prices are good for 1 year from Bid Date. After the one year period there will be a price increase of 3% and additional 3% for every 6 month after that. This escalation is from the pipe manufacturer and they have stated that it is not negotiable.
- 6 Due to the volatile raw market All C-900 PVC, C-905 PVC, HDPE, SDR 35, Sch 80 PVC, Sch 40 PVC, Stainless Steel, Copper & Brass Pipe, Fittings, Valves, etc will/may need to be re-quoted at the time of purchase. Pricing Subject to Availability.
- 7 McDade Waterworks, Inc. reserves the right to apply "Price in Effect" at time of delivery due to shortages and/or further "Force Majeure" declarations by manufacturer(s). McDade Waterworks, Inc will not be responsible for industry price changes or shortages beyond our control.
- 8 Flange Accessories Set Prices are Firm for 14 Days from Bid Date, & Must Ship Within 28 Working Days from Bid Date.
- 9 Pipe Supports - Do not include engineering calculations (ie. wind, seismic, etc). We can recommend someone who can provide this information if requested.

**\*\* DISCLAIMER:**

**McDade Waterworks, Inc. reserves the right to increase prices and/or change escalation terms at any time based on the potential of continued cost volatility.**

**Confidentiality.** Both McDade and Customer agree that the terms of this quotation, including the attached pricing are confidential and shall be held in strict confidence by both parties and may not be disclosed unless required by law. Customer agrees not to post or publicly display the terms or the pricing. Customer also agrees that any discussions or negotiations regarding the attached pricing or any changes thereto (including but not limited to future pricing offerings) are also confidential and are pursuant to this provision of confidentiality.

The above quotation is our interpretation of the plans and specifications and should be reviewed by your firm for accuracy. Prices do not include valve boxes, ext stems, wrenches, start-up services, etc. unless specifically noted in our quotation. Prices are based on full freight allowed truckload shipments to the project. Additional materials ordered will be furnished on a case by case basis.

Terms: Net 30 Days  
FOB: S/P - FFA to Jobsite (Based on Terms Above)

Please call should you have any questions or need any additional pricing.

Sincerely,

Wesley G. Bunn

Base Price (\$/CY):	\$ 109.00
Admixture 1 (\$/CY):	
Admixture 2 (\$/CY):	
Temperature Control (\$/CY):	
Environmental Surcharge (\$/LD):	\$ 25.00
Fuel Surcharge (\$/LD):	\$ 25.00
Short Load Charge 1:	\$ 150.00
Short Load Charge 2:	\$ 200.00
Short Load Charge 3:	\$ 250.00
Short Load Cutoff 1:	≤ 6.5 CY
Short Load Cutoff 2:	≤ 4.5 CY
Short Load Cutoff 3:	≤ 2.5 CY

Total Concrete: 25.0 CY  
Total Price: \$ 2,875.00

## 5000 Regular

Effluent Transfer Piping Slab	
Base Price (\$/CY)	\$ 109.00
CY	25
Loads	3
Admixture 1 (\$/CY)	\$ -
Admixture 2 (\$/CY)	\$ -
Temperature Control (\$/CY)	\$ -
Environmental Surcharge (\$/LD)	\$ 25.00
Fuel Surcharge (\$/LD)	\$ 25.00
Short Load Charge (\$/LD)	\$ -
Total Cost	\$ 2,875.00
Price per CY	\$ 115.00

Base Price (\$/CY):	\$ 117.00
Admixture 1 (\$/CY):	
Admixture 2 (\$/CY):	
Temperature Control (\$/CY):	
Environmental Surcharge (\$/LD):	\$ 25.00
Fuel Surcharge (\$/LD):	\$ 25.00
Short Load Charge 1:	\$ 150.00
Short Load Charge 2:	\$ 200.00
Short Load Charge 3:	\$ 250.00
Short Load Cutoff 1:	≤ 6.5 CY
Short Load Cutoff 2:	≤ 4.5 CY
Short Load Cutoff 3:	≤ 2.5 CY

Total Concrete: 5.5 CY  
Total Price: \$ 843.50

## 5000 PRPM

Effluent Transfer Pipe Supports, etc.		
Base Price (\$/CY)	\$ 117.00	
CY		5.5
Loads		1
Admixture 1 (\$/CY)	\$ -	
Admixture 2 (\$/CY)	\$ -	
Temperature Control (\$/CY)	\$ -	
Environmental Surcharge (\$/LD)	\$ 25.00	
Fuel Surcharge (\$/LD)	\$ 25.00	
Short Load Charge (\$/LD)	\$ 150.00	
Total Cost	\$ 843.50	
Price per CY	\$ 153.36	



2401 Dinneen Ave Orlando, FL 32804 Dispatch 407-339-5311 Fax 407-339-0657

Date: Jan 28, 2021

Customer Name: R.J. SULLIVAN CORP

Contact: Mickey Bartlett

Contact Tele #: -

Contact Cell #:-

Contact Email:-

Contact Fax #:-

Quote #: MQ0006191\_2

Project: City of Palm Bay - South Regional - WRF

Project Address: 250 Osmosis Drive Southeast

Project City/ST/Zip: Palm Bay, FL 32909

Mix Code	Product Description	Note	UOM	Unit Price (1)
30090000	30090000 - 3000 REGULAR		Cubic Yards	\$101.00
50090000	50090000 - 5000 PSI REGULAR		Cubic Yards	\$109.00
50090451	50090451 - 5000 PSI Regular w/ HRWR		Cubic Yards	\$115.00
50550000	50550000 - 5000 PRPM		Cubic Yards	\$117.00
50550451	50550451 - 5000 PRPM w/ HRWR		Cubic Yards	\$123.00

(1) The above prices are for seven (7) cubic yards or more on any one pour, additional delivery charges apply for deliveries made under six and one half (6.5) cubic yards.

Quote will expire six (6) months after last escalation date.

Fees & Surcharges	Payload Load Fees: (please note no deliveries under 1 cubic yard)
-------------------	---

1 to 2.5 cubic yards	250.00	Per Load
3 to 4.5 cubic yards	200.00	Per Load
5 to 6.5 cubic yards	150.00	Per Load
Environmental Charge	25.00	Per Load
Fuel Surcharge	25.00	Per Load
Off hour deliveries not including Sunday, & Holidays (4 Hour minimum)	500.00	Per Hour
Saturday Delivery	7.50	Per Cubic Yard
Split Loads (within 1 mile max)	75.00	each
Waiting Time	1.50	per Minute

We propose to furnish the above stated mix designs that will meet the stated strength when test specimens are manufactured and tested in accordance with current ASTM standards and evaluated per ACI recommended standards and practices. Maschmeyer Concrete requests copies of all approved Mix Designs prior to job site deliver. In order to comply with ACI 318-99 Paragraph 5.3, we request that Maschmeyer Concrete be included on the distribution list for all Concrete Test Reports. It is recommended that a pre-pour conference be held at the jobsite prior to site delivery. The purpose of the meeting would be to answer any questions regarding responsibilities in scheduling and jobsite operations. All Pearock Pump mixes and Grout mixes are not designed to be used as a Masonry Grout or for use in any type of slab or similar structure which may be subject to drying shrinkage limits.

#### Additional Information

Begin Date: Aug 13, 2020

Escalation Date: Jan 01, 2022

Escalation Date 2:

Escalation Date 3:

Escalation Date 4:

Expiration Date: Dec 31, 2021

#### Maschmeyer Representative

By: Nolan Jahna

Cell#: null

Email: NJahna@maschmeyer.com

Date: \_\_\_\_\_

Escalation Amount: \$6.00

Escalation Amount: \$

Escalation Amount: \$

Escalation Amount: \$

#### Customer Representative

By: \_\_\_\_\_

Date: \_\_\_\_\_

This quotation is offered for acceptance within 30 days, after which it is subject to confirmation by the seller. This quotation shall become a contract of sale when accepted by the buyer and approved by the seller's credit department.

**Total Weight: 523 LB = 0.262 TONS**

**Additional Thickened Edge**

Quantity	Bar Size	Length	LB/FT	Total LB
4	7	3.5	2.044	29
		<b>Subtotal:</b>	<b>29 LB</b>	

**Additional Slab**

Quantity	Bar Size	Length	LB/FT	Total LB
8	5	26.83333333	1.043	224
51	5	3.5	1.043	186
		<b>Subtotal:</b>	<b>410 LB</b>	

**Additional Pipe Supports**

Quantity	Bar Size	Length	LB/FT	Total LB
12	3	6.333333333	0.376	29
24	4	2	0.668	32
12	4	3	0.668	24
		<b>Subtotal:</b>	<b>85 LB</b>	



Date: 9-10-20  
Project: Palm Bay South RWF  
Proposal To: R J Sullivan Corp  
Attention: Mickey Bartlett

Dear Mickey

Titan Reinforcing, LLC, proposes to furnish the necessary labor required for the installation of rebar for the above project.

- |            |                |                         |
|------------|----------------|-------------------------|
| • Rebar    | \$ 743.00 / TN | Installed               |
| • Mesh     | \$ 0.12 / SF   | Installed (if required) |
| • Couplers | \$ 12.00 / EA  | Installed               |
| • DBR's    | \$ 6.00 / EA   | Male End Only           |

Pricing is based on a 40 hour work week. **Price includes Davis Bacon Wages.**

Work performed outside of the scope will be completed at a rate of \$45.09 per hour, \$65.99 per hour for overtime and \$17.27 per hour premium time.

Excluded areas and activities:

- Drilling and Epoxy
- Layout for Walls, Columns, or Openings
- Templates
- Moving Material other than unloading a truck to a staging area & moving to the point of placement

Titan will provide the following:

- Rigging chokers
- Tie Wire
- Supervision

General contractor will provide the following:

- Hoisting Equipment
- Layout
- Copy of Bill of Lading for each release from Fabricator

Please see attached Standard Conditions. This proposal is valid for 30 days.

Thank you for the opportunity to provide pricing for this project, I look forward to talking with you soon.

Best Regards,

A handwritten signature in black ink that reads "Don Vessels".

Name Don Vessels  
Title Operations Manager  
Titan Reinforcing, LLC  
900 N. Garver Rd.  
Monroe, OH 45050  
Phone: 513-539-4163  
Mobile: 321-506-1106  
[vesselsd@titanresteel.com](mailto:vesselsd@titanresteel.com)



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January 4, 2021

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[www.mcdadewaterworks.com](http://www.mcdadewaterworks.com)

R.J. Sullivan Corp  
Attn: Jason Buckwalter

Project: Palm Bay South Regional Water Reclamation Facility

Bid Date: September 10, 2020 @ 5:00 PM

Addendum: 1-9

**AIS Requirement - Yes**

<u>QTY</u>	<u>SIZE</u>	<u>DESCRIPTION</u>	<u>WEIGHT EACH</u>	<u>UNIT \$</u>	<u>EXT \$</u>
-1	14" X 03'-00"	FLG X FLG CLASS 53 DIP (C/L, PC)	318	\$1,196.16	-\$1,196.16
-1	14" X 05'-09"	FLG X FLG CLASS 53 DIP (C/L, PC)	499	\$1,432.48	-\$1,432.48
-1	24" X 03'-04"	FLG X FLG CLASS 53 DIP (C/L, PC)	706	\$2,572.58	-\$2,572.58
-1	24" X 03'-04"	FLG X FLG CLASS 53 DIP W/ 1/2" TAP (C/L, PC)	706	\$2,603.26	-\$2,603.26
-1	16"	FLG BUTTERFLY VALVE, V180213A (15200-2.06N.)		\$4,246.32	-\$4,246.32
<b>TOTAL THIS BID ITEM - TAX NOT INCLUDED</b>					<b>-\$12,050.80</b>
DUCTILE TOTAL ALL BID ITEM - TAX NOT INCLUDED			2229.00		-\$7,804.48
RESTRAINT TOTAL ALL BID ITEM - TAX NOT INCLUDED			0.00		\$0.00
VALVE TOTAL ALL BID ITEM - TAX NOT INCLUDED					-\$4,246.32
FAS TOTAL ALL BID ITEM - TAX NOT INCLUDED					\$0.00
EXPANSION JOINT TOTAL ALL BID ITEM - TAX NOT INCLUDED					\$0.00
COUPLING TOTAL ALL BID ITEM - TAX NOT INCLUDED					\$0.00
C-900 / 905 AND SDR-26 / 35 PVC TOTAL ALL BID ITEM - TAX NOT INCLUDED					\$0.00
STAINLESS TOTAL ALL BID ITEM - TAX NOT INCLUDED					\$0.00
SUPPORT TOTAL ALL BID ITEM - TAX NOT INCLUDED					\$0.00
MISC TOTAL ALL BID ITEM - TAX NOT INCLUDED					\$0.00
<b>GRAND TOTAL ALL BID ITEM - TAX NOT INCLUDED</b>					<b>-\$12,050.80</b>

**Notes:**

- All Ductile Iron MJ Fitting Quoted C153 (Compact)
- All Fitting and Valves Quoted Less Accessories
- All Buried Ductile Iron Pipe and MJ Fitting Quoted Bituminous Coated
- All Flange Pipe and Fitting Quoted Prime Coated
- All Ductile Iron Pipe and Fitting Quoted Cement or Protecto 401 Lined as noted above
- All Ductile Iron Fitting (MJ & Flange) Quoted Are Globally Sourced
- All Ductile Iron Run Pipe prices are good for 1 year from Bid Date. After the one year period there will be a price increase of 3% and additional 3% for every 6 month after that. This escalation is from the pipe manufacturer and they have stated that it is not negotiable.
- Due to the volatile raw market All C-900 PVC, C-905 PVC, HDPE, SDR 35, Sch 80 PVC, Sch 40 PVC, Stainless Steel, Copper & Brass Pipe, Fittings, Valves, etc will/may need to be re-quoted at the time of purchase. Pricing Subject to Availability.  
\*\*\* PVC prices are good till October 9, 2020
- McDade Waterworks, Inc. reserves the right to apply "Price in Effect" at time of delivery due to shortages and/or further tariff declarations by state or federal agencies. McDade Waterworks, Inc will not be responsible for industry price changes or shortages beyond our control as a result of changes to current tariff law.
- Due to the volatility of the raw PVC material market this quotation is valid until \_\_\_\_\_, at which time the order must be placed or this quotation is automatically voided. Prices are firm if order is released by \_\_\_\_\_ for shipment completed by \_\_\_\_\_.



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<u>QTY</u>	<u>SIZE</u>	<u>DESCRIPTION</u>	<u>WEIGHT</u> <u>EACH</u>	<u>UNIT \$</u>	<u>EXT \$</u>
------------	-------------	--------------------	------------------------------	----------------	---------------

Pricing and order acceptance is contingent upon the selected PVC manufacturer receiving collectively sufficient orders to meet minimum run requirements .

All backorders will be shipped , "Price In Effect" at time of shipment, If for any reason pipe is delivered after the terms of this quotation .

11. All valve boxes quoted less extension stem unless noted otherwise.
12. Flange Accessories Set Prices are Firm for 14 Days from Bid Date, & Must Ship Within 28 Working Days from Bid Date.
14. Pipe Supports - Do not include engineering calculations (ie. wind, seismic, etc). We can recommend someone who can provide this information if requested.
15. Line drawings are not included. If needed add \$1,000.00 per sheet.
16. No Spare Parts for any components on take-off are included, unless noted otherwise.
17. Electric Actuators are quoted Open/Close service, Unless stated otherwise.
18. Valve warranty for project is (2) years from date of shipment. Extended warranty can be purchased for a additional 1% of the purchase price for each additional year warranty up to 3 year maximum from date of shipment.

**\*\* DISCLAIMER:**

**McDade Waterworks, Inc. reserves the right to increase prices and/or change escalation terms at any time based on the potential of continued cost volatility.**

**Confidentiality.** Both McDade and Customer agree that the terms of this quotation, including the attached pricing are confidential and shall be held in strict confidence by both parties and may not be disclosed unless required by law. Customer agrees not to post or publicly display the terms or the pricing. Customer also agrees that any discussions or negotiations regarding the attached pricing or any changes thereto (including but not limited to future pricing offerings) are also confidential and are pursuant to this provision of confidentiality.

The above quotation is **our** interpretation of the plans and specifications and should be reviewed by **your** firm for accuracy. Prices do not include valve boxes, ext stems, wrenches, start-up services, etc. unless specifically noted in our quotation. Prices are based on full freight allowed truckload shipments to the project. Additional materials ordered will be furnished on a case by case basis.

Terms: Net 30 Days

FOB: S/P - FFA to Jobsite (Based on Terms Above)

Please call should you have any questions or need any additional pricing.

Sincerely,

Mike Worrell



**South Regional Water Reclamation Facility**  
**PCO #018 - Deep Injection Well Concentrate Piping Delete By-pass at Check Valves**

**Labor & Materials**

Superintendent	0 MH @ \$140/MH	\$	-
Foreman	0 MH @ \$100/MH	\$	-
Laborer	0 MH @ \$75/MH	\$	-
Materials (See attached materials list)		\$	-
<b>Subtotal:</b>		<b>\$</b>	<b>-</b>
<b>5% Contractor's Fee:</b>		<b>\$</b>	<b>-</b>
(Agreement, Article 14.4.1.1)			
<b>Contractor Total:</b>		<b>\$</b>	<b>-</b>

**Field Services**

None		\$	-
<b>Subtotal:</b>		<b>\$</b>	<b>-</b>
<b>5% Contractor's Fee:</b>		<b>\$</b>	<b>-</b>
(Agreement, Article 14.4.1.1)			
<b>Subcontractor Total:</b>		<b>\$</b>	<b>-</b>

**Supplemental**

Equipment		\$	-
Tax on McDade Materials (7.0%)		\$	(2,077.24)
Tax on Felker Materials (7.0%)		\$	428.00
Additional Bond & Insurance		\$	(320.30)
<b>Subtotal:</b>		<b>\$</b>	<b>(1,969.54)</b>
<b>0% Contractor's Fee:</b>		<b>\$</b>	<b>-</b>
(Agreement, Article 14.4.1.2)			
<b>Other Total:</b>		<b>\$</b>	<b>(1,969.54)</b>

**Credits**

Foreman	-20 MH @ \$100/MH	\$	(2,000.00)
Laborer	-40 MH @ \$75/MH	\$	(3,000.00)
Material Credit (See attached Material Credit List)		\$	(27,487.27)
<b>Subtotal:</b>		<b>\$</b>	<b>(32,487.27)</b>
<b>5% Contractor's Fee:</b>		<b>\$</b>	<b>(1,624.36)</b>
(Agreement, Article 14.4.1.3 & 14.4.1.4)			
<b>Credits Total:</b>		<b>\$</b>	<b>(34,111.63)</b>

<b>PCO #018 Total:</b>	<b>\$</b>	<b>(36,081.17)</b>
<b>*Additional Contract Time Required: 0 days</b>		

\* R.J. Sullivan Corp. reserves the right to additional contract time and costs for extending bonds and insurance once the extent of delays related to PCOs 001 through 032 can be quantified.

## Material Credit

Supplier	Quantity	Item	Unit	Total
McDade	1	Valve & Accessories	\$(33,787.27)	\$ (33,787.27)
Felker	1	Stainless Steel Pipe & Fittings (Revised Quote of \$67,600 - Bid Quote of \$61,300)	\$ 6,300.00	\$ 6,300.00
				\$ -
			<b>Total:</b>	<b>\$ (27,487.27)</b>



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January 4, 2021

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R.J. Sullivan Corp  
Attn: Jason Buckwalter

Project: Palm Bay South Regional Water Reclamation Facility

Bid Date: September 10, 2020 @ 5:00 PM

Addendum: 1-9

**AIS Requirement - Yes**

QTY	SIZE	DESCRIPTION	WEIGHT EACH	UNIT \$	EXT \$
-8	12"	FLG ACCESSORY SET (316SS A193 GRADE B8M BOLTS, GRADE 8M NUTS & WASHERS W/ 1/8" FULL FACE SBR GASKET)		\$231.44	-\$1,851.52
-1	16"	FLG ACCESSORY SET (316SS A193 GRADE B8M BOLTS, GRADE 8M NUTS & WASHERS W/ 1/8" FULL FACE SBR GASKET)		\$431.58	-\$431.58
-1	12"	316 STAINLESS STEEL FLG PLUG VALVE, V260108A (15200- 2.06L., ADDENDUM 4 - Q&A #11		\$31,504.17	-\$31,504.17
TOTAL THIS BID ITEM - TAX NOT INCLUDED					-\$33,787.27
DUCTILE TOTAL ALL BID ITEM - TAX NOT INCLUDED			0.00		\$0.00
RESTRAINT TOTAL ALL BID ITEM - TAX NOT INCLUDED			0.00		\$0.00
VALVE TOTAL ALL BID ITEM - TAX NOT INCLUDED					-\$31,504.17
FAS TOTAL ALL BID ITEM - TAX NOT INCLUDED					-\$2,283.10
EXPANSION JOINT TOTAL ALL BID ITEM - TAX NOT INCLUDED					\$0.00
COUPLING TOTAL ALL BID ITEM - TAX NOT INCLUDED					\$0.00
C-900 / 905 AND SDR-26 / 35 PVC TOTAL ALL BID ITEM - TAX NOT INCLUDED					\$0.00
STAINLESS TOTAL ALL BID ITEM - TAX NOT INCLUDED					\$0.00
SUPPORT TOTAL ALL BID ITEM - TAX NOT INCLUDED					\$0.00
MISC TOTAL ALL BID ITEM - TAX NOT INCLUDED					\$0.00
GRAND TOTAL ALL BID ITEM - TAX NOT INCLUDED					-\$33,787.27

**Notes:**

- All Ductile Iron MJ Fitting Quoted C153 (Compact)
- All Fitting and Valves Quoted Less Accessories
- All Buried Ductile Iron Pipe and MJ Fitting Quoted Bituminous Coated
- All Flange Pipe and Fitting Quoted Prime Coated
- All Ductile Iron Pipe and Fitting Quoted Cement or Protecto 401 Lined as noted above
- All Ductile Iron Fitting (MJ & Flange) Quoted Are Globally Sourced
- All Ductile Iron Run Pipe prices are good for 1 year from Bid Date. After the one year period there will be a price increase of 3% and additional 3% for every 6 month after that. This escalation is from the pipe manufacturer and they have stated that it is not negotiable.
- Due to the volatile raw market All C-900 PVC, C-905 PVC, HDPE, SDR 35, Sch 80 PVC, Sch 40 PVC, Stainless Steel, Copper & Brass Pipe, Fittings, Valves, etc will/may need to be re-quoted at the time of purchase. Pricing Subject to Availability. \*\*\* PVC prices are good till October 9, 2020
- McDade Waterworks, Inc. reserves the right to apply "Price in Effect" at time of delivery due to shortages and/or further tariff declarations by state or federal agencies. McDade Waterworks, Inc will not be responsible for industry price changes or shortages beyond our control as a result of changes to current tariff law.

Confidential

<u>QTY</u>	<u>SIZE</u>	<u>DESCRIPTION</u>	<u>WEIGHT</u> <u>EACH</u>	<u>UNIT \$</u>	<u>EXT \$</u>
------------	-------------	--------------------	------------------------------	----------------	---------------

10. Due to the volatility of the raw PVC material market this quotation is valid until \_\_\_\_\_, at which time the order must be placed or this quotation is automatically voided . Prices are firm if order is released by \_\_\_\_\_ for shipment completed by \_\_\_\_\_. Pricing and order acceptance is contingent upon the selected PVC manufacturer receiving collectively sufficient orders to meet minimum run requirements . All backorders will be shipped , "Price In Effect" at time of shipment, If for any reason pipe is delivered after the terms of this quotation .
11. All valve boxes quoted less extension stem unless noted otherwise.
12. Flange Accessories Set Prices are Firm for 14 Days from Bid Date, & Must Ship Within 28 Working Days from Bid Date.
14. Pipe Supports - Do not include engineering calculations (ie. wind, seismic, etc). We can recommend someone who can provide this information if requested.
15. Line drawings are not included. If needed add \$1,000.00 per sheet.
16. No Spare Parts for any components on take-off are included, unless noted otherwise.
17. Electric Actuators are quoted Open/Close service, Unless stated otherwise.
18. Valve warranty for project is (2) years from date of shipment. Extended warranty can be purchased for a additional 1% of the purchase price for each additional year warranty up to 3 year maximum from date of shipment.

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The above quotation is **our** interpretation of the plans and specifications and should be reviewed by **your** firm for accuracy. Prices do not include valve boxes, ext stems, wrenches, start-up services, etc. unless specifically noted in our quotation. Prices are based on full freight allowed truckload shipments to the project. Additional materials ordered will be furnished on a case by case basis.

Terms: Net 30 Days

FOB: S/P - FFA to Jobsite (Based on Terms Above)

Please call should you have any questions or need any additional pricing.

Sincerely,

Mike Worrell

# FELKER BROTHERS CORP.

22 North Chestnut Avenue • Marshfield, WI 54449  
Telephone (715) 384-3121 • Fax (715) 387-3950

Project: Palm Bay, FL

F.O.B. Dest - Freight Prepaid

Felker Job Tracs No: 9164

Date: September 10, 2020

Shipping begins 10-12 weeks  
after receipt of certified drawings.  
\* Extended lead-time may be due to AIS  
purchased items, please call to discuss.

Project Estimator:  
Jill Mueller  
(715) 486-2148 (Direct)  
jmueller@felkerbrothers.com

We propose to furnish stainless steel prefabricated piping for the South Regional WRF located in Palm Bay, FL per all attachments. Nine (9) addendums were utilized in the preparation of this quotation.

## ALL PIPE, FITTINGS, AND FLANGES AND WELD WIRE HAVE BEEN QUOTED AS DOMESTIC IN ACCORDANCE WITH THE AMERICAN IRON AND STEEL ACT (AIS).

If a purchase order is issued within five (5) days of this proposal date, the pricing for this project will be held firm for spools located on submittal drawings that are released for fabrication by December 31, 2020. Spools located on submittal drawings that are released for fabrication after this date are subject to standard industry increases on both the base cost and surcharge rate of the stainless components. Once submittal drawings are released for fabrication, Felker Brothers has the right to fabricate and invoice the spools and will discuss the delivery and/or storage options at that point. **If an order is not placed within five (5) days, this proposal will be considered void.**

**PRIMARY BID (FIELD WELDING REQUIRED)** per the link to the highlighted “visual” Scope of Supply drawings. See pricing and payment terms. To eliminate field welding, see Primary Bid Flange Adder on next page.  
**\$ 61,300.00**

**NOTE TO BIDDER: BID OPTIONS ABOVE MAY NOT NECESSARILY INCLUDE ALL PRICING OPTIONS FOR THIS PROJECT. PLEASE SEE THE NEXT PAGE OF THIS PROPOSAL TO REVIEW ADDITIONAL PRICE ADDERS AND/OR ADDITIONAL PRICE OPTIONS.**

Payment terms: Net forty-five (45) days from date of shipment, no retainage. Overdue invoices may be charged interest at the rate of eighteen percent (18%) per annum until paid. If any or all of the purchase price or accrued interest is collected by a collection agency, attorney, or legal procedure of any kind, these costs will be due Seller and paid by the Buyer.

Taxes are not included in this proposal.

*Over 100 Years of Excellence*  
**Est. 1903**

**Attachment No. 1**  
**Palm Bay, FL**  
**Additional Bid Options / Clarifications / Exclusions**  
**September 10, 2020**

Additional Bid Options:

- **Primary Bid Flange Adder** – to eliminate field welding by utilizing a flanged connection: **\$ 8,490.00**. See highlighted scope drawings for marked field weld (FW) locations. See Attachment No. 2 for sizes and quantities.

General Bid Clarifications:

- Bidding contractor must verify that the highlighted scope of supply drawings meet all the requirements for this project. The highlighted scope of supply drawings must be referenced and/or attached to any issued purchase order(s). If you do not have Felker Brothers highlighted scope of supply drawings please contact the estimator.
- Flanges shall be provided at flanged valves, meters, couplings and other equipment where shown on the drawings. The highlighted scope of supply drawings indicate where flange sets have been eliminated and replaced with shop butt welds.
- If this proposal is F.O.B. Destination, the freight is based on significant releases of full trailer loads. Partial shipments requested by the customer will be shipped prepaid and bill.
- The shipping lead-time of stainless steel pipe spools shown on the cover page of this proposal is subject to material availability and may increase at time of release.
- Any pipe over 40" OD (*if included in scope of work*) may have more than three longitudinal seams.
- Any ASTM A312 piping over 14" NPS diameter (*if included in scope of work*) may be produced by forming and welding two longitudinal sections of flat stock (*allowed per ASTM A312 when approved by the purchaser*).

Additional Bid Clarifications:

- All materials were quoted with a Sch10s thickness per addendum #6.
- Flanges were quoted as AWWA C228 Class SB stainless steel in lieu of C207 steel flange.
- All branches will be fabricated from pipe using the nozzle-weld or cold drawn pulled port (extrusion) method of fabrication. (*Note: Fabricated tees, reducing tees, crosses and laterals are excluded from the scope of ANSI B16.9 / MSS SP-43. If the project specifications require the use of ANSI B16.9 / MSS SP-43 fittings, please note that branches requiring intersection welds were provided as stated above and will not conform to ANSI B16.9 / MSS SP-43 requirements.*)
- Felker Brothers has included 100% visual examination in accordance with B31.1. No other additional examination or testing is included in this proposal. If any party elects to perform any examination or testing after shipment, all expenses for those services and any associated repairs or costs will be the responsibility of that party.

The following items are excluded from this proposal:

- Nuts, bolts or gaskets.
- Floor and wall sleeves or castings.
- Expansion joints, flexible joints, compression couplings, expansion couplings, flexible couplings and similar appurtenances.
- Flow meters, silencers, filters, valves and similar appurtenances.
- Pipe supports, pipe insulation, pipe hangers, pipe saddles, pipe guides and similar appurtenances.
- Field verification of dimensions, installation and all other field services.
- Beveling of pipe or fitting ends at field weld locations.
- Product or project engineering and design responsibilities.
- Painting, epoxy coating and tape wrapping.
- Harness Lugs or harnessing of any kind. This includes at all restrained expansion joints, expansion couplings, flanged coupling adapters and similar restrained appurtenances.
- Electropolishing (ID or OD) of pipe, fittings, flanges or spools after fabrication.
- U/A label.
- Hydrostatic pressure testing and/or any other non-destructive testing.
- NSF 61 certification for products not manufactured by Felker Brothers Corporation.



**Attachment No. 2  
Palm Bay, FL  
Contractor Information Sheet  
September 10, 2020**

1. Estimated total weight including flanges: **6,624 Lbs.**
2. Estimated full truckloads to job site: **1**
3. Estimated total quantity of spools by size:
  - 4" NPS: **0**
  - 6" NPS: **10**
  - 8" NPS: **2**
  - 10" NPS: **11**
  - 12" NPS: **0**
  - 16" NPS: **5**
4. Estimated total number of flanges required:
  - 4" NPS: **5**
  - 6" NPS: **24**
  - 8" NPS: **0**
  - 10" NPS: **9**
  - 12" NPS: **2**
  - 16" NPS: **8**
5. Estimated field welds (see optional adder on the proposal page to eliminate by utilizing a flanged connection):
  - 4" NPS: **0**
  - 6" NPS: **2**
  - 8" NPS: **2**
  - 10" NPS: **7**
  - 12" NPS: **0**
  - 16" NPS: **0**
6. Estimated linear feet of pipe:
  - 4" NPS: **1**
  - 6" NPS: **97**
  - 8" NPS: **39**
  - 10" NPS: **127**
  - 12" NPS: **16**
  - 16" NPS: **16**

**Attachment No. 3**  
**Palm Bay, FL**  
**Field Rework Policy – Procedure P3.9**  
**September 10, 2020**

**Definition:** To establish a consistent procedure for handling field rework and to eliminate any disagreement between Felker Brothers and the field contractor.

**Scope:** Field contractors are to abide by the following guideline when handling field rework.

**Procedure**

1. Identify the problem.
2. Determine responsibility.
  - A. Engineering ..... Owner
  - B. Drafting Error or Mis-fabrication ..... Fabricator
3. If determined to be Felker Brothers' responsibility, notify Felker Brothers by phone prior to field reworking of any spools.
4. Felker Brothers reserves the right of having the spool piece sent back to Felkers' shop for rework and returned to the client with the next load.

**Note:** If field schedules do not allow for this delay, then the field contractor may proceed with the field rework, as long as Felkers was notified prior to proceeding and the cost of rework is discussed.

5. All fabrication errors are to be photographed prior to performing any rework on the spool. The photo and a written rework claim are to be forwarded to Felker Brothers within (10) days after the discovery of the error.
6. Rework claims are to contain the following information:
  - A. Description of the error or problem.
  - B. Identification of the spool in question.
  - C. Photograph of the spool prior to reworking. Photo, if at all possible, to show spool line marking.
  - D. Complete description of all rework to be performed.
  - E. Name of person at Felker Brothers which was contacted about resolving the error.
7. Field rework will be credited at a \$130.00 wage rate multiplied by the unit time indicated below. Felker Brothers will not assume responsibility for any consequential damages or handling time.

Size	Nom. Thickness	Buttweld	Pipe Cut	S.O. FLG Weld
3"	Sch5/10S	0.90	0.40	1.05
4"	Sch5/10S	1.10	0.54	1.17
6"	Sch5/10S	1.79	0.76	1.26
8"	Sch5/10S	2.48	1.07	1.69
10"	Sch5/10S	2.67	1.34	1.86
12"	Sch5/10S	3.20	1.61	2.12
14"	Sch5/10S	3.90	1.88	2.48
16"	Sch5/10S	4.15	2.15	2.79
18"	Sch5/10S	4.42	2.42	3.19
20"	Sch5/10S	4.46	2.70	3.63
24"	Sch5/10S	6.15	3.23	4.22
30"	Sch5/10S	8.57	4.04	5.08

**Note:** For Sch40S, multiple by 1.5.

8. If this procedure is followed, there is no question of the error or whose responsibility it is. Thus, payment or account credit for field rework can be made immediately. If this procedure is not followed, Felker Brothers reserves the right to deny any credit for field rework which was performed.



## MUNICIPAL PROJECT REFERENCES:

**A FEW OF THE MANY MUNICIPAL PROJECTS UTILIZING FELKER STAINLESS STEEL PIPING SYSTEMS.**

<u>PROJECT NAME</u>	<u>ENGINEER</u>
WOODBIDGE, GA – HL MOONEY AWRF	CDM – CAMP, DRESSER & MCKEE
CATSKILL, NY – CATSKILL-DELAWARE UV DISINFECTION FACILITY	HAZEN & SAWYER / CDM / NY DEP
LA MESA, CA – ALVARADO WTP UPGRADE / EXPANSION	MALCOM PIRNIE
YORBA LINDA, CA – ROBERT B DIEMER FILTRATION PLANT	METROPOLITAN WATER DISTRICT (MWD)
WACO, TX – WATER QUALITY IMPROVEMENTS PHASE 2	CH2M HILL
SUFFOLK, VA – NANSEMOND WWTP	CAROLLO
NEWTOWN CREEK, NY WP-283 WTP	GREELEY & HANSEN
CHARLOTTESVILLE, VA – MOORE'S CREEK WWTP	HAZEN & SAWYER
BELLEVILLE, KY – WESTERN REGIONAL WRF	GRW, INC.
DES MOINES, IA – SAYLORVILLE WTP IMPROVEMENTS	KRISHNA ENGINEERING CONSULTANTS, INC.
LILBURN, GA – YELLOW RIVER WRF	JORDAN, JONES & GOULDING / CH2M HILL
OSHAWA, ONTARIO – OSHAWA WATER SUPPLY PLANT	CH2M HILL
RICHMOND, VA – FALLING CREEK WWTP	MALCOLM PIRNIE
LOUISVILLE, KY – CRESCENT HILL WTP	CDM – CAMP, DRESSER & MCKEE
SAVAGE, MD – LITTLE PATUXENT WRP	GEOCONCEPTS ENGINEERING
PARSIPPANY, NJ - WATER PROCESS CONTROL PLANT UPGRADE	CDM – CAMP, DRESSER & MCKEE
AUSTIN, TX – HORNSBY BEND BIOSOLIDS MANAGEMENT PLANT	CH2M HILL
CHESTER, VA – PROCTORS CREEK WWTP	MALCOLM PIRNIE
PROVIDENCE, RI – FIELDS POINT WWTF NITROGEN REMOVAL	CH2M HILL
MIRA LOMA, CA – CHINO II DESALTER PROJECT	INLAND EMPIRES UTILITY AGENCY
ALLEN, TX – WILSON CREEK WWTP	CH2M HILL
FREDERICK, MD – BALLENGER MCKINNEY WWTP	CH2M HILL
CLARKSVILLE, TN WATER TREATMENT PLANT	JORDAN, JONES & GOULDING
HIALEAH, FL – DESIGN BUILD RO WATER TREATMENT PLANT	AECOM
COSTA MESA, CA – COLORED WTFTR	CAROLLO
VIRGINIA BEACH, VA – ARMY BASE PROJECT	HDR ENGINEERING INC.
DAVIE, FL WATER AND WATER RECLAMATION PROJECT	AECOM
ROCHESTER, NY WWTP AERATION IMPROVEMENTS PHASE I	O'BRIEN & GERE
CINCINNATI, OH LMTP & MUCTP BLOWER ENERGY EFFICIENCY	BROWN & CALDWELL
FIRESTONE, CO WWTF IMPROVEMENTS & EXPANSION	FRACHETTI ENGINEERING INC.
LIBERTY TWP, OH – LESOURDSVILLE WATER FACILITY	HAZEN & SAWYER
TALLAHASSEE, FL – THOMAS P. SMITH WRF AERATION PKG 3	HAZEN & SAWYER
MARLBOROUGH, MA - UV DISINFECTION FACILITIES	AECOM
CHINO, CA CCWRF AERATION BASIN PROJECT	INLAND EMPIRES UTILITY AGENCY
WASHINGTON, DC – BLUE PLAINS ENRF PHASE 2	DC WATER AND SEWER AUTHORITY
UPPER MARLBORO, MD – WESTERN BRANCH PRINCE GEORGE	AECOM
CARY, NC – WESTERN WAKE LIQUID TREATMENT FACILITIES	ARCADIS / CH2M HILL
CITY OF NEW YORK DIGESTER GAS SYSTEM IMPROVEMENTS	CDM / NY DEP
RUMFORD, RI – BUCKLIN POINT WWTF	CDM – CAMP, DRESSER & MCKEE
BALTIMORE, MD – PATAPSCO 845 PROJECT	CITY OF BALTIMORE PUBLIC WORKS
SPRINGFIELD, OH WWTP WET WEATHER PROJECT	BLACK & VEATCH
MOUNT PLEASANT, SC - CENTER STREET WWTP	BLACK & VEATCH
HARTFORD, CT PHASE 2 UPGRADES MDC	MALCOLM PIRNIE
SAYREVILLE, NJ WTP EXPANSION AND IMPROVEMENTS	CME ASSOCIATES
PROVIDENCE, RI – LANDFILL TO ENERGY PROJECT	VENTURE ENGINEERING & CONST.
DELRAY BEACH, FL – PROCESS AIR PIPING IMPROVEMENTS	HAZEN & SAWYER
APOPKA, FL NW WRF EXPANSION PHASE 3	BLACK & VEATCH

# FELKER BROTHERS CORP.

22 North Chestnut Avenue • Marshfield, WI 54449  
Telephone (715) 384-3121 • Fax (715) 387-3950

**Project: Palm Bay, FL**

F.O.B. Dest - Freight Prepaid

Felker Job Tracs No: 9164

**Revision No. 2**

Date: June 18, 2021

Shipping begins 10-12 weeks  
after receipt of certified drawings.

*\* Extended lead-time may be due to AIS  
purchased items, please call to discuss.*

Project Estimator:

Jill Mueller

(715) 486-2148 (Direct)

jmueller@felkerbrothers.com

We propose to furnish stainless steel prefabricated piping for the South Regional WRF located in Palm Bay, FL per all attachments. Nine (9) addendums were utilized in the preparation of this quotation.

**ALL PIPE, FITTINGS, AND FLANGES AND WELD WIRE HAVE BEEN QUOTED AS DOMESTIC IN ACCORDANCE WITH THE AMERICAN IRON AND STEEL ACT (AIS).**

**If a purchase order is issued within five (5) days of this proposal date, the pricing for this project will be held firm for spools located on submittal drawings that are released for fabrication by September 30, 2021.** Spools located on submittal drawings that are released for fabrication after this date are subject to standard industry increases on both the base cost and surcharge rate of the stainless components. Once submittal drawings are released for fabrication, Felker Brothers has the right to fabricate and invoice the spools and will discuss the delivery and/or storage options at that point. **If an order is not placed within five (5) days, this proposal will be considered void.**

**PRIMARY BID (FIELD WELDING REQUIRED)** per the link to the highlighted “visual” Scope of Supply drawings. See pricing and payment terms. To eliminate field welding, see Primary Bid Flange Adder on next page.

**\$ 67,600.00**

**Breakout Area MBR (Felker line #1): \$34,090.00**

**Breakout Area Sludge (Felker line #2): \$10,020.00**

**Breakout Area Injection Well (Felker line #3 & 4): \$23,490.00**

**NOTE TO BIDDER: BID OPTIONS ABOVE MAY NOT NECESSARILY INCLUDE ALL PRICING OPTIONS FOR THIS PROJECT. PLEASE SEE THE NEXT PAGE OF THIS PROPOSAL TO REVIEW ADDITIONAL PRICE ADDERS AND/OR ADDITIONAL PRICE OPTIONS.**

Payment terms: Net forty-five (45) days from date of shipment, no retainage. Overdue invoices may be charged interest at the rate of eighteen percent (18%) per annum until paid. If any or all of the purchase price or accrued interest is collected by a collection agency, attorney, or legal procedure of any kind, these costs will be due Seller and paid by the Buyer.

Taxes are not included in this proposal.

*Over 100 Years of Excellence*  
**Est. 1903**

**Attachment No. 1**  
**Palm Bay, FL**  
**Additional Bid Options / Clarifications / Exclusions**  
**June 18, 2021**  
**Revision No. 2**

Additional Bid Options:

- **Primary Bid Flange Adder** – to eliminate field welding by utilizing a flanged connection: **\$ 9,190.00**. See highlighted scope drawings for marked field weld (FW) locations. See Attachment No. 2 for sizes and quantities.  
**Breakout Area MBR (Felker line #1) = \$ 7,990.00**  
**Breakout Area Sludge (Felker line #2) = \$ 1,200.00**

General Bid Clarifications:

- Bidding contractor must verify that the highlighted scope of supply drawings meet all the requirements for this project. The highlighted scope of supply drawings must be referenced and/or attached to any issued purchase order(s). If you do not have Felker Brothers highlighted scope of supply drawings please contact the estimator.
- Flanges shall be provided at flanged valves, meters, couplings and other equipment where shown on the drawings. The highlighted scope of supply drawings indicate where flange sets have been eliminated and replaced with shop butt welds.
- If this proposal is F.O.B. Destination, the freight is based on significant releases of full trailer loads. Partial shipments requested by the customer will be shipped prepaid and bill.
- The shipping lead-time of stainless steel pipe spools shown on the cover page of this proposal is subject to material availability and may increase at time of release.
- Any pipe over 40" OD (*if included in scope of work*) may have more than three longitudinal seams.
- Any ASTM A312 piping over 14" NPS diameter (*if included in scope of work*) may be produced by forming and welding two longitudinal sections of flat stock (*allowed per ASTM A312 when approved by the purchaser*).

Additional Bid Clarifications:

- All materials were quoted with a Sch10s thickness per addendum #6.
- Flanges were quoted as AWWA C228 Class SB stainless steel in lieu of C207 steel flange.
- All branches will be fabricated from pipe using the nozzle-weld or cold drawn pulled port (extrusion) method of fabrication. (*Note: Fabricated tees, reducing tees, crosses and laterals are excluded from the scope of ANSI B16.9 / MSS SP-43. If the project specifications require the use of ANSI B16.9 / MSS SP-43 fittings, please note that branches requiring intersection welds were provided as stated above and will not conform to ANSI B16.9 / MSS SP-43 requirements.*)
- Felker Brothers has included 100% visual examination in accordance with B31.1. No other additional examination or testing is included in this proposal. If any party elects to perform any examination or testing after shipment, all expenses for those services and any associated repairs or costs will be the responsibility of that party.

The following items are excluded from this proposal:

- Nuts, bolts or gaskets.
- Floor and wall sleeves or castings.
- Expansion joints, flexible joints, compression couplings, expansion couplings, flexible couplings and similar appurtenances.
- Flow meters, silencers, filters, valves and similar appurtenances.
- Pipe supports, pipe insulation, pipe hangers, pipe saddles, pipe guides and similar appurtenances.
- Field verification of dimensions, installation and all other field services.
- Beveling of pipe or fitting ends at field weld locations.
- Product or project engineering and design responsibilities.
- Painting, epoxy coating and tape wrapping.
- Harness Lugs or harnessing of any kind. This includes at all restrained expansion joints, expansion couplings, flanged coupling adapters and similar restrained appurtenances.
- Electropolishing (ID or OD) of pipe, fittings, flanges or spools after fabrication.
- U/A label.
- Hydrostatic pressure testing and/or any other non-destructive testing.
- NSF 61 certification for products not manufactured by Felker Brothers Corporation.

**Attachment No. 2  
Palm Bay, FL  
Contractor Information Sheet  
June 18, 2021  
Revision No. 2**

1. Estimated total weight including flanges: **6,320 Lbs.**
2. Estimated full truckloads to job site: **1**
3. Estimated total quantity of spools by size:
  - 4" NPS: **0**
  - 6" NPS: **10**
  - 8" NPS: **2**
  - 10" NPS: **11**
  - 16" NPS: **6**
4. Estimated total number of flanges required:
  - 4" NPS: **5**
  - 6" NPS: **24**
  - 8" NPS: **0**
  - 10" NPS: **9**
  - 16" NPS: **10**
5. Estimated field welds (see optional adder on the proposal page to eliminate by utilizing a flanged connection):
  - 4" NPS: **0**
  - 6" NPS: **2**
  - 8" NPS: **2**
  - 10" NPS: **7**
  - 16" NPS: **0**
6. Estimated linear feet of pipe:
  - 4" NPS: **1**
  - 6" NPS: **97**
  - 8" NPS: **39**
  - 10" NPS: **127**
  - 16" NPS: **21**

**Attachment No. 3**  
**Palm Bay, FL**  
**Field Rework Policy – Procedure P3.9**  
**June 18, 2021**  
**Revision No. 2**

**Definition:** To establish a consistent procedure for handling field rework and to eliminate any disagreement between Felker Brothers and the field contractor.

**Scope:** Field contractors are to abide by the following guideline when handling field rework.

**Procedure**

1. Identify the problem.
2. Determine responsibility.
  - A. Engineering ..... Owner
  - B. Drafting Error or Mis-fabrication ..... Fabricator
3. If determined to be Felker Brothers' responsibility, notify Felker Brothers by phone prior to field reworking of any spools.
4. Felker Brothers reserves the right of having the spool piece sent back to Felkers' shop for rework and returned to the client with the next load.

Note: If field schedules do not allow for this delay, then the field contractor may proceed with the field rework, as long as Felkers was notified prior to proceeding and the cost of rework is discussed.

5. All fabrication errors are to be photographed prior to performing any rework on the spool. The photo and a written rework claim are to be forwarded to Felker Brothers within (10) days after the discovery of the error.
6. Rework claims are to contain the following information:
  - A. Description of the error or problem.
  - B. Identification of the spool in question.
  - C. Photograph of the spool prior to reworking. Photo, if at all possible, to show spool line marking.
  - D. Complete description of all rework to be performed.
  - E. Name of person at Felker Brothers which was contacted about resolving the error.
7. Field rework will be credited at a \$130.00 wage rate multiplied by the unit time indicated below. Felker Brothers will not assume responsibility for any consequential damages or handling time.

Size	Nom. Thickness	Buttweld	Pipe Cut	S.O. FLG Weld
3"	Sch5/10S	0.90	0.40	1.05
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30"	Sch5/10S	8.57	4.04	5.08

Note: For Sch40S, multiple by 1.5.

8. If this procedure is followed, there is no question of the error or whose responsibility it is. Thus, payment or account credit for field rework can be made immediately. If this procedure is not followed, Felker Brothers reserves the right to deny any credit for field rework which was performed.

## MUNICIPAL PROJECT REFERENCES:

**A FEW OF THE MANY MUNICIPAL PROJECTS UTILIZING FELKER STAINLESS STEEL PIPING SYSTEMS.**

<u>PROJECT NAME</u>	<u>ENGINEER</u>
WOODBIDGE, GA – HL MOONEY AWRF	CDM – CAMP, DRESSER & MCKEE
CATSKILL, NY – CATSKILL-DELAWARE UV DISINFECTION FACILITY	HAZEN & SAWYER / CDM / NY DEP
LA MESA, CA – ALVARADO WTP UPGRADE / EXPANSION	MALCOM PIRNIE
YORBA LINDA, CA – ROBERT B DIEMER FILTRATION PLANT	METROPOLITAN WATER DISTRICT (MWD)
WACO, TX – WATER QUALITY IMPROVEMENTS PHASE 2	CH2M HILL
SUFFOLK, VA – NANSEMOND WWTP	CAROLLO
NEWTOWN CREEK, NY WP-283 WTP	GREELEY & HANSEN
CHARLOTTESVILLE, VA – MOORE'S CREEK WWTP	HAZEN & SAWYER
BELLEVILLE, KY – WESTERN REGIONAL WRF	GRW, INC.
DES MOINES, IA – SAYLORVILLE WTP IMPROVEMENTS	KRISHNA ENGINEERING CONSULTANTS, INC.
LILBURN, GA – YELLOW RIVER WRF	JORDAN, JONES & GOULDING / CH2M HILL
OSHAWA, ONTARIO – OSHAWA WATER SUPPLY PLANT	CH2M HILL
RICHMOND, VA – FALLING CREEK WWTP	MALCOLM PIRNIE
LOUISVILLE, KY – CRESCENT HILL WTP	CDM – CAMP, DRESSER & MCKEE
SAVAGE, MD – LITTLE PATUXENT WRP	GEOCONCEPTS ENGINEERING
PARSIPPANY, NJ - WATER PROCESS CONTROL PLANT UPGRADE	CDM – CAMP, DRESSER & MCKEE
AUSTIN, TX – HORNSBY BEND BIOSOLIDS MANAGEMENT PLANT	CH2M HILL
CHESTER, VA – PROCTORS CREEK WWTP	MALCOLM PIRNIE
PROVIDENCE, RI – FIELDS POINT WWTF NITROGEN REMOVAL	CH2M HILL
MIRA LOMA, CA – CHINO II DESALTER PROJECT	INLAND EMPIRES UTILITY AGENCY
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HIALEAH, FL – DESIGN BUILD RO WATER TREATMENT PLANT	AECOM
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DAVIE, FL WATER AND WATER RECLAMATION PROJECT	AECOM
ROCHESTER, NY WWTP AERATION IMPROVEMENTS PHASE I	O'BRIEN & GERE
CINCINNATI, OH LMTP & MUCTP BLOWER ENERGY EFFICIENCY	BROWN & CALDWELL
FIRESTONE, CO WWTF IMPROVEMENTS & EXPANSION	FRACHETTI ENGINEERING INC.
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TALLAHASSEE, FL – THOMAS P. SMITH WRF AERATION PKG 3	HAZEN & SAWYER
MARLBOROUGH, MA - UV DISINFECTION FACILITIES	AECOM
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WASHINGTON, DC – BLUE PLAINS ENRF PHASE 2	DC WATER AND SEWER AUTHORITY
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RUMFORD, RI – BUCKLIN POINT WWTF	CDM – CAMP, DRESSER & MCKEE
BALTIMORE, MD – PATAPSCO 845 PROJECT	CITY OF BALTIMORE PUBLIC WORKS
SPRINGFIELD, OH WWTP WET WEATHER PROJECT	BLACK & VEATCH
MOUNT PLEASANT, SC - CENTER STREET WWTP	BLACK & VEATCH
HARTFORD, CT PHASE 2 UPGRADES MDC	MALCOLM PIRNIE
SAYREVILLE, NJ WTP EXPANSION AND IMPROVEMENTS	CME ASSOCIATES
PROVIDENCE, RI – LANDFILL TO ENERGY PROJECT	VENTURE ENGINEERING & CONST.
DELRAY BEACH, FL – PROCESS AIR PIPING IMPROVEMENTS	HAZEN & SAWYER
APOPKA, FL NW WRF EXPANSION PHASE 3	BLACK & VEATCH



**South Regional Water Reclamation Facility  
PCO #020 - Sodium Hypochlorite Bulk Storage Tank Revised Capacity**

**Labor & Materials**

Superintendent	\$140/MH	\$	-
Foreman	\$100/MH	\$	-
Laborer	\$75/MH	\$	-
Materials (See RC Beach quotes)			\$17,745.00
<b>Subtotal:</b>		<b>\$</b>	<b>17,745.00</b>
<b>5% Contractor's Fee:</b>		<b>\$</b>	<b>887.25</b>
(Agreement, Article 14.4.1.1)			
<b>Contractor Total:</b>		<b>\$</b>	<b>18,632.25</b>

**Field Services**

None		\$	-
<b>Subtotal:</b>		<b>\$</b>	<b>-</b>
<b>5% Contractor's Fee:</b>		<b>\$</b>	<b>-</b>
(Agreement, Article 14.4.1.1)			
<b>Subcontractor Total:</b>		<b>\$</b>	<b>-</b>

**Supplemental**

Equipment		\$	-
Tax on Materials (7.0%)		\$	1,242.15
Additional Bond & Insurance		\$	178.01
<b>Subtotal:</b>		<b>\$</b>	<b>1,420.16</b>
<b>0% Contractor's Fee:</b>		<b>\$</b>	<b>-</b>
(Agreement, Article 14.4.1.2)			
<b>Other Total:</b>		<b>\$</b>	<b>1,420.16</b>

**Credits**

None		\$	-
<b>Subtotal:</b>		<b>\$</b>	<b>-</b>
<b>5% Contractor's Fee:</b>		<b>\$</b>	<b>-</b>
(Agreement, Article 14.4.1.3 & 14.4.1.4)			
<b>Credits Total:</b>		<b>\$</b>	<b>-</b>

<b>PCO #020 Total:</b>	<b>\$</b>	<b>20,052.41</b>
<b>*Additional Contract Time Required: 0 days</b>		

\* R.J. Sullivan Corp. reserves the right to additional contract time and costs for extending bonds and insurance once the extent of delays related to PCOs 001 through 032 can be quantified.

# **R.C. Beach & Assoc. Inc.** Pumping & Process Equipment

September 10, 2020

Bidding Contractors:

Subject:

Re: Section 11335 Double Wall Polyethylene Chemical Storage Tanks

We are pleased to offer the following Snyder Industries tanks for your consideration.

## **Sodium Hypochlorite Tanks 2,500 Gallons Captor CCS Storage Tank**

One (1) Snyder Double Wall CCS 2,500 1.9 SP GR Tank HDLPE Polyethylene, Viton gaskets, Titanium bolting, PVC fittings: 102 x 122

HDLPE with Resin No. HDLPE #880059 and Opaque White #88000059

One each 24" threaded Bolted Sealed Manway

One each 4" Vent with bug screen

One each 3" UFO Transition for 3IN bolted Fitting – Drain/Suction

One each 3" Bolted Double Flanged Fittings-Titanium – Drain/Suction

One each 3" Flange Adapter - Slip Fit – Drain/Suction

One each 3" flex connection – Drain/suction

One each 1" Bulkhead Threaded Fittings PVC/Viton – Drain – Must be located 90 – 180 degrees from other fittings as specified by Snyder Industries.

One each 2" Bulkhead Threaded Fittings PVC/Viton - Fill

One each Welded Internal Support Saddle Clamp Assy – Fill

One each 2" PVC Schedule 80 pipe – Fill

One each 2" Bulkhead Threaded Fittings PVC/Viton – Overflow

One each 2" Flange Adapter - Slip Fit – Overflow

One each Reverse Float Indicator and stencil

One each Leak Sensor

One each 316 SS Tie Downs

One each 5 year warranty

One each shipping commercial wrapping

One each Hydro Test

One each ASTM Docs

### **Clarifications:**

1. Hydrostatic test performed to Snyder Ind. Standards.
2. All external piping by others
3. No vented ball valves are included
4. Signs by others
5. Reverse Float indicator not shown in specs or plans
6. Drain / Suction combined piped by others, drawings do not indicate drain – Drain is after flexible connection.
7. No Ladder included see not below for adder if required.
8. No bolting is included for any flanged connection unless described above.
9. No Florida state sales or use tax is included
10. This proposal is valid for thirty days from above date

**PUMPING AND PROCESS EQUIPMENT**

625 Grand Central St. – Clearwater, Fla 33756

Ph: 727-216-3240 Visit us at [RCBeach.com](http://RCBeach.com)



11. Warranties are for tanks only. They do not include fittings & accessories or freight.
12. Warranties start from date of invoice from Snyder Industries.
13. Warranties do not cover extreme temperatures or improper application or installation of recommended materials.
14. Extended warranties must be purchased at time of order. Extended warranties are not available after shipment from plant.
15. Extended warranties are as per Snyder standard warranty statement and cover defects in material and workmanship only, ordinary wear and tear excepted. Tanks are guaranteed to the extent that any such tank may be repaired or replaced F.O.B. factory at Snyder's discretion.
16. Under no condition shall Snyder/RC Beach be held liable for loss of time or contents, removal or installation costs or consequential damage, which may be attributed to such defects.

**Price NET FOB factory freight included to Palm Bay SRWRF is: \$21,470.00 for one (1) tank as described above.**

Adder for ladder if required not shown on drawing- \$4,000.00

Ultrasonic Level indicator if required shown on I – 21 drawing add: \$2,300

Adder for flexible connections if required other than drain: \$470.00 each

Adder for Startup if required: \$1,200.00

Adder for dedicated freight: \$3,200.00 (no other **freight** is loaded on the truck)

Contractor responsible for ensure proper installation which requires all piping be flexible connected for tanks system. This proposal includes only those items outline within. Any additional items not described shall be by others.

Submittals 4-5 weeks, shipment can be made in 8 to 10 weeks from acceptance of engineer received at the factory. Manufacture terms and conditions apply. Standard terms of payment are net 30 days. This proposal is valid for thirty days from above date. No Florida state sales or use tax is included should it apply.

Thank you for the opportunity to offer equipment on this project. If you have any questions please do not hesitate to contact us.

Thank you,  
Rick Reiber  
R.C. Beach & Assoc., Inc.

2,500 Gallon Tank	3,500 Gallon Tank
\$21,470.00	\$34,910.00
\$ 4,000.00	\$ 5,250.00 + \$1,850
\$ 2,300.00	\$ 3,500.00
\$ 470.00	\$ 575.00
\$ 1,200.00	\$ 1,200.00
\$ 3,200.00	\$ 3,100.00
<u>\$32,640.00</u>	<u>\$50,385.00</u>

Additional Cost for 3,500 Gallon Tank = \$17,745.00

# R.C. Beach & Assoc. Inc.

## Pumping & Process Equipment

May 24, 2021

Mr. Mickey Bartlett, PM  
R.J. Sullivan Corp.  
2001 NW 22<sup>nd</sup> St.  
Pompano Beach, FL 33069

Dear Mr. Bartlett,

Subject: Rev No. 4

Re: Section 11335 Double Wall Polyethylene Chemical Storage Tanks

We are pleased to offer the following Snyder Industries tanks for your consideration.

### **Sodium Hypochlorite Tanks 3,500 Gallons Captor CCS Storage Tank**

One (1) Snyder Double Wall CCS 3,500 1.9 SP GR Tank HDLPE Polyethylene, Viton gaskets, Titanium bolting, PVC fittings: 102 Dia. x 158 Height  
HDLPE with Resin No. HDLPE #880059 and Opaque White #88000059  
One each 24" threaded Bolted Sealed Manway  
One each 4" Vent with bug screen  
One each 3" UFO Transition for 3IN bolted Fitting – Drain/Suction  
One each 3" Bolted Double Flanged Fittings-Titanium – Drain/Suction  
One each 3" Flange Adapter - Slip Fit – Drain/Suction  
One each 3" flex connection – Drain/suction  
One each 1" Bulkhead Threaded Fittings PVC/Viton – Drain – Must be located 90 – 180 degrees from other fittings as specified by Snyder Industries.  
One each 2" Bulkhead Threaded Fittings PVC/Viton - Fill  
One each Welded Internal Support Saddle Clamp Assy – Fill  
One each 2" PVC Schedule 80 pipe – Fill  
One each 2" Bulkhead Threaded Fittings PVC/Viton – Overflow  
One each 2" Flange Adapter - Slip Fit – Overflow  
One each Reverse Float Indicator and stencil  
One each Leak Sensor  
One each 316 SS Tie Downs  
One each 5 Year warranty  
One each Shipping commercial wrapping  
One each Hydro Test  
One each ASTM Docs

#### **Clarifications:**

1. Hydrostatic test performed to Snyder Ind. Standards.
2. All external piping by others
3. No vented ball valves are included
4. No liquidated damages excepted
5. Signs by others
6. Reverse Float indicator not shown in specs or plans

7. Drain / Suction combined piped by others, drawings do not indicate drain – Drain is after flexible connection.
8. No Ladder included see below for adder if required.
9. No bolting is included for any flanged connection unless described above.
10. No Florida state sales or use tax is included
11. This proposal is valid for thirty days from above date
12. Warranties are for tanks only. They do not include fittings & accessories or freight.
13. Warranties start from date of invoice from Snyder Industries.
14. Warranties do not cover extreme temperatures or improper application or installation of recommended materials.
15. Extended warranties must be purchased at time of order. Extended warranties are not available after shipment from plant.
16. Extended warranties are as per Snyder standard warranty statement and cover defects in material and workmanship only, ordinary wear and tear excepted. Tanks are guaranteed to the extent that any such tank may be repaired or replaced F.O.B. factory at Snyder's discretion.
17. Under no condition shall Snyder/RC Beach be held liable for loss of time or contents, removal or installation costs or consequential damage, which may be attributed to such defects.

**Price NET FOB factory freight included to Palm Bay SRWRF is: \$34,910.00 for one (1) tank as described above.**

Adder for ladder if required not shown on drawing - \$5,250.00 plus additional freight of: \$1,850.00

Ultrasonic Level indicator if required shown on I – 21 drawing add: \$3,500

Adder for flexible connections if required other than drain: \$575.00 each

Adder for Startup if required: \$1,200.00

Adder for dedicated freight: \$3,100.00 (no other **freight** is loaded on the truck)

Contractor responsible for ensure proper installation which requires all piping be flexible connected for tanks system. This proposal includes only those items outline within. Any additional items not described shall be by others.

Submittals 4-5 weeks, shipment can be made in 10 to 12 weeks from acceptance of engineer received at the factory. Manufacture terms and conditions apply. Standard terms of payment are net 30 days. This proposal is valid for thirty days from above date. No Florida state sales or use tax is included should it apply.

Thank you for the opportunity to offer equipment on this project. If you have any questions, please do not hesitate to contact us.

Thank you,  
Rick Reiber  
R.C. Beach & Assoc., Inc.

2,500 Gallon Tank	3,500 Gallon Tank
\$21,470.00	\$34,910.00
\$ 4,000.00	\$ 5,250.00 + \$1,850
\$ 2,300.00	\$ 3,500.00
\$ 470.00	\$ 575.00
\$ 1,200.00	\$ 1,200.00
\$ 3,200.00	\$ 3,100.00
<u>\$32,640.00</u>	<u>\$50,385.00</u>

**Additional Cost for 3,500 Gallon Tank = \$17,745.00**

## Skip Beach

---

**From:** Nate Kamrath <marketing@snydernet.com>  
**Sent:** Thursday, May 20, 2021 5:56 PM  
**To:** sbeach@rcbeach.com  
**Subject:** Price Increase Effective May 31, 2021



---

6940 O Street, Suite 100 | Lincoln, Nebraska 68510 | (402) 467-5221 | Fax: (402) 465-1220

May 20, 2021

Dear Valued Customer,

Due to another major price increase from resin producers for June, Snyder is implementing another price increase.

Effective May 31, 2021, Snyder is implementing an average 6% price increase across all rotomolded products (HDLPE and XLPE). Fittings and accessories will not change. All orders placed on this date and forward will be entered and invoiced at the revised price.

Effective immediately, any orders placed for products that have a release date past June 13, 2021 will be entered at the May 31 pricing. Prices on any existing orders will be honored through June 13, 2021. On June 14, 2021, pricing on all orders not released for shipment will change and invoice at the new or current pricing in effect. So if there are approval drawing sign offs holding up orders or customers not releasing orders for shipment make sure they do so soon or the tank pricing may be effected.

A PDF copy of our new price list will soon be available from your Snyder Regional Sales Manager. As always, remember to inquire with your Regional Sales Manager about additional discount opportunities in the case of large volume projects, where there may be opportunities to reduce manufacturing costs and we will review to see what we can do.

We continue to work diligently in order to be a great supplier and meet your expectations. We greatly appreciate your business and thank you for using and promoting Snyder products.

Sincerely,

Nate Kamrath  
Regional Sales Manager - Industrial Division  
Office: 402-465-1221

**South Regional Water Reclamation Facility  
PCO #023 - Ground Storage Tank Drain**

**Labor & Materials**

Superintendent	8 MH @ \$140/MH	\$	1,120.00
Foreman	40 MH @ \$100/MH	\$	4,000.00
Laborer	80 MH @ \$75/MH	\$	6,000.00
Materials (See attached materials list)		\$	9,198.50
<b>Subtotal:</b>		<b>\$</b>	<b>20,318.50</b>
<b>5% Contractor's Fee:</b>		<b>\$</b>	<b>1,015.93</b>
(Agreement, Article 14.4.1.1)			
<b>Contractor Total:</b>		<b>\$</b>	<b>21,334.43</b>

**Field Services**

Precon		\$	527.00
<b>Subtotal:</b>		<b>\$</b>	<b>527.00</b>
<b>5% Contractor's Fee:</b>		<b>\$</b>	<b>26.35</b>
(Agreement, Article 14.4.1.1)			
<b>Subcontractor Total:</b>		<b>\$</b>	<b>553.35</b>

**Supplemental**

Equipment (Excavator 3 Days @ \$800/day, Loader 1 Day @ \$500/day)		\$	2,900.00
Tax on Materials (7.0%)		\$	643.90
Additional Bond & Insurance		\$	1,988.57
<b>Subtotal:</b>		<b>\$</b>	<b>5,532.47</b>
<b>0% Contractor's Fee:</b>		<b>\$</b>	<b>-</b>
(Agreement, Article 14.4.1.2)			
<b>Other Total:</b>		<b>\$</b>	<b>5,532.47</b>

**Credits**

None		\$	-
<b>Subtotal:</b>		<b>\$</b>	<b>-</b>
<b>5% Contractor's Fee:</b>		<b>\$</b>	<b>-</b>
(Agreement, Article 14.4.1.3 & 14.4.1.4)			
<b>Credits Total:</b>		<b>\$</b>	<b>-</b>

<b>PCO #023 Total:</b>	<b>\$</b>	<b>27,420.25</b>
<b>*Additional Contract Time Required: 7 days</b>		

**\* R.J. Sullivan Corp. reserves the right to additional contract time and costs for extending bonds and insurance once the extent of delays related to PCOs 001 through 032 can be quantified.**

## Materials

Supplier	Quantity	Item	Unit	Total
McDade	1	Pipe, Fittings, Valve, & Accessories	\$ 7,800.50	\$ 7,800.50
Maschmeyer	6	Concrete Drain Encasement, CY	\$ 134.33	\$ 806.00
Concrete Products of the Palm Beaches	1	Add hole in MH #3 and 8" Kor-n-seal Coupling	\$ 50.00	\$ 50.00
R.J. Sullivan Corp.	1	Diesel Fuel	\$ 192.00	\$ 192.00
R.J. Sullivan Corp.	1	Sandbags for Concrete Encasement, PE Pipe Encasement Tape, Metallic Detector Tape (Green), Sawblades, Formwork, Rebar, Concrete, & Valve Tag at Valve Box Pad	\$ 350.00	\$ 350.00
				\$ -
			<b>Total:</b>	<b>\$ 9,198.50</b>





# SALES ORDER ACKNOWLEDGEMENT

PO BOX 16039  
TAMPA, FL 33687-6039

Sales Order Number: 56254  
Sales Order Date: Jun 8, 2021  
Ship By: Jun 8, 2021  
Page: 1

Voice: (813) 740-1144

Fax: (813) 627-9387

To:
RJ SULLIVAN CORPORATION 2001 N.W. 22ND STREET POMPANO BEACH, FL 33069

Ship To:
RJ SULLIVAN CORP @ SOUTHERN REGION WATER PLANT 250 OSMOSIS DR PALM BAY, FL 32909 JOB# 390-07

Customer ID	PO Number	Sales Rep Name
RJ SULLIVAN	390-07	CHRISTOPHER LANSDOWN
Customer Contact	Shipping Method	Payment Terms
	B/W-FFA	Net 30 Days

Quantity	Item	Description	Unit Price	Amount
80.00	401DIPTJ35008	*#PCO 023 - GROUND STORAGE TANK*		
1.00		8" TYTON JOINT DIP, CL350, 401L	39.25	3,140.00
		8" X 3'-06 PE X DWC X PE DIP, (401L,BC) W/ DWC	520.00	520.00
		10" FROM PE		
20.00	PIPEC90006G	06" C900 DR18 PVC PIPE, GREEN	9.35	187.00
1.00	401CMJ9008	8" C153 MJ 90, 401L, L/ACCYS	310.00	310.00
4.00	1108S	8" MEGALUG FOR DIP W/ACCYS	49.00	196.00
3.00	USFLGAS08E	8" US PIPE FIELD LOCK GASKET, EPDM	95.00	285.00
1.00		8" MJ DEZURIK ECC. PV, STD PORT, WORM	2,590.00	2,590.00
		GEAR W/ 2" OP NUT		
		PEC,8,MJ,CI,NBR,EPDM,AIS-TR7-S20SB0*GB-6-N		
		(TAG# V250103A)		
1.00	VB461SD	461S (18" - 24") "SCREW" TYPE VALVE BOX,	135.00	135.00
		LESS LID (TYLER UNION DOMESTIC)		
1.00	VBLS-D	VALVE BOX LID - "SEWER" - DOMESTIC - NC		
150.00	15PWGLF20	POLYWRAP FOR 3"-8(GREEN,CONTINUOUS)(300'	0.75	112.50
		ROLL)		
1.00		GALVANIZED VALVE STEM EXT- 5'-00" LONG,	275.00	275.00
		DOMESTIC		
2.00		EMS MARKER BALLS - GREEN	25.00	50.00

## DISCLAIMERS

Thank you we appreciate your business! Please review your order for accuracy.

Non-Stock (Special Orders) items are considered non-returnable. Non-Stock items cannot be canceled once the Purchase Order has been issued and placed with our vendor. Please note lead times are approximate, in business days. All prices are based upon quantities quoted and are subject to change if the quantity is modified. McDade reserves the right to submit a revised quotation. Service Charge of 1.5% per month will be applied to past due invoices.

Subtotal	7,800.50
***Sales Tax	468.03
Freight	0.00
<b>TOTAL ORDER AMOUNT</b>	<b>8,268.53</b>

\*\*\*Local destination FL. sale taxes will apply

Base Price (\$/CY):	\$ 101.00
Admixture 1 (\$/CY):	
Admixture 2 (\$/CY):	
Temperature Control (\$/CY):	
Environmental Surcharge (\$/LD):	\$ 25.00
Fuel Surcharge (\$/LD):	\$ 25.00
Short Load Charge 1:	\$ 150.00
Short Load Charge 2:	\$ 200.00
Short Load Charge 3:	\$ 250.00
Short Load Cutoff 1:	≤ 6.5 CY
Short Load Cutoff 2:	≤ 4.5 CY
Short Load Cutoff 3:	≤ 2.5 CY

Total Concrete: 6.0 CY  
Total Price: \$ 806

## 3000 Regular

8" GST Drain Encasement		
Base Price (\$/CY)	\$ 101.00	
CY		6
Loads		1
Admixture 1 (\$/CY)	\$ -	
Admixture 2 (\$/CY)	\$ -	
Temperature Control (\$/CY)	\$ -	
Environmental Surcharge (\$/LD)	\$ 25.00	
Fuel Surcharge (\$/LD)	\$ 25.00	
Short Load Charge (\$/LD)	\$ 150.00	
Total Cost	\$ 806.00	
Price per CY	\$ 134.33	





2401 Dinneen Ave Orlando, FL 32804 Dispatch 407-339-5311 Fax 407-339-0657

Date: Jan 28, 2021

Customer Name: R.J. SULLIVAN CORP

Contact: Mickey Bartlett

Contact Tele #: -

Contact Cell #:-

Contact Email:-

Contact Fax #:-

Quote #: MQ0006191\_2

Project: City of Palm Bay - South Regional - WRF

Project Address: 250 Osmosis Drive Southeast

Project City/ST/Zip: Palm Bay, FL 32909

Mix Code	Product Description	Note	UOM	Unit Price (1)
30090000	30090000 - 3000 REGULAR		Cubic Yards	\$101.00
50090000	50090000 - 5000 PSI REGULAR		Cubic Yards	\$109.00
50090451	50090451 - 5000 PSI Regular w/ HRWR		Cubic Yards	\$115.00
50550000	50550000 - 5000 PRPM		Cubic Yards	\$117.00
50550451	50550451 - 5000 PRPM w/ HRWR		Cubic Yards	\$123.00

(1) The above prices are for seven (7) cubic yards or more on any one pour, additional delivery charges apply for deliveries made under six and one half (6.5) cubic yards.

Quote will expire six (6) months after last escalation date.

Fees & Surcharges	Payload Load Fees: (please note no deliveries under 1 cubic yard)
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1 to 2.5 cubic yards	250.00	Per Load
3 to 4.5 cubic yards	200.00	Per Load
5 to 6.5 cubic yards	150.00	Per Load
Environmental Charge	25.00	Per Load
Fuel Surcharge	25.00	Per Load
Off hour deliveries not including Sunday, & Holidays (4 Hour minimum)	500.00	Per Hour
Saturday Delivery	7.50	Per Cubic Yard
Split Loads (within 1 mile max)	75.00	each
Waiting Time	1.50	per Minute

We propose to furnish the above stated mix designs that will meet the stated strength when test specimens are manufactured and tested in accordance with current ASTM standards and evaluated per ACI recommended standards and practices. Maschmeyer Concrete requests copies of all approved Mix Designs prior to job site deliver. In order to comply with ACI 318-99 Paragraph 5.3, we request that Maschmeyer Concrete be included on the distribution list for all Concrete Test Reports. It is recommended that a pre-pour conference be held at the jobsite prior to site delivery. The purpose of the meeting would be to answer any questions regarding responsibilities in scheduling and jobsite operations. All Pearock Pump mixes and Grout mixes are not designed to be used as a Masonry Grout or for use in any type of slab or similar structure which may be subject to drying shrinkage limits.

#### Additional Information

Begin Date: Aug 13, 2020

Escalation Date: Jan 01, 2022

Escalation Date 2:

Escalation Date 3:

Escalation Date 4:

Expiration Date: Dec 31, 2021

#### Maschmeyer Representative

By: Nolan Jahna

Cell#: null

Email: NJahna@maschmeyer.com

Date: \_\_\_\_\_

Escalation Amount: \$6.00

Escalation Amount: \$

Escalation Amount: \$

Escalation Amount: \$

#### Customer Representative

By: \_\_\_\_\_

Date: \_\_\_\_\_

This quotation is offered for acceptance within 30 days, after which it is subject to confirmation by the seller. This quotation shall become a contract of sale when accepted by the buyer and approved by the seller's credit department.

## Jason Buckwalter

---

**From:** Jeff Dick <jdick@cppb.us>  
**Sent:** Wednesday, May 12, 2021 2:54 PM  
**To:** Jason Buckwalter; Alejandro Diaz; Andres Verdecia  
**Subject:** RE: Palm Bay Change Order

\$50.00 and take the submittal and indicate where it goes and at what elevation

---

**From:** Jason Buckwalter <jbuckwalter@rjsullivancorp.com>  
**Sent:** Wednesday, May 12, 2021 2:47 PM  
**To:** Jeff Dick <jdick@cppb.us>  
**Subject:** Palm Bay Change Order

Jeff,

Good afternoon. I'm pricing a change order for our job in Palm Bay and I need a price from you for the following:

1. Add a hole to Manhole #3 for an 8" drain
2. Provide one (1) 8" Kor-n-seal Manhole Coupling for the additional pipe

Thanks,

Jason Buckwalter  
R.J. Sullivan Corp  
Office 954-975-0388  
Mobile 954-592-7617



## PRECON CORPORATION

---

Prestressed Concrete Tanks

115 S.W. 140th Terrace  
Newberry, Florida 32669  
(352) 332-1200  
Fax 332-1199

March 25, 2021

RJ Sullivan Corporation  
2001 NW 22<sup>nd</sup> Street  
Pompano Beach, FL 33069

ATTN: Mickey Bartlett  
Office: 945-975-0388  
Cell: 561-262-2515

### PROPOSAL

Subject: City of Palm Bay  
Palm Bay South Regional WRF

Description: 3.0 MG Reclaimed Water GST

1. MATERIALS AND SERVICES TO BE FURNISHED BY PRECON CORPORATION

Precon proposes to furnish all labor, material, equipment, scaffolding, forms and supervision required to complete the tank in accord with the plans and specifications issued by Wade Trim and Precon Corporation's standard prestressed concrete tank design. The services to be furnished by Precon Corporation are specifically:

- a. Add 6 pipe support brackets for the 20" DIP Inlet Pipe.
- b. Wall – Additional shotcrete for the bosses on the wall at the pipe brackets on the Inlet Pipe.
- c. Floor – Additional concrete and reinforcing required at the Inlet Pipe.

2. MATERIALS AND SERVICES FURNISHED BY OTHERS

It is understood that the following services are not included and are to be provided by others:

- a. All pipe materials required for the 20" Inlet.
- b. Install and encase all pipe to 5' outside the tank to include:
  - 1. 20" inlet
- c. All permits and government fees.
- d. All materials testing.

3. QUOTATION

We are prepared to carry out this work in accordance with the foregoing for the lump sum price of:

~~Total Lump Sum (items a-c): \$10,030.00~~

Add 8" Drain Pipe (for additional concrete and reinforcing) \$527.00  
All materials, installation and encasement by RJ Sullivan

Based on monthly estimates for work completed and materials on hand, your payments, less retainage, are to be received by us in our office at 115 SW 140<sup>th</sup> Terrace, Newberry, Florida 32669, within five days after receipt of the Owner's payment. Our retainage will be reduced as your net retainage is reduced. In the event of default on the date of final payment, it is agreed that interest will be paid at the rate of 15% per annum on the outstanding balance. Any reasonable legal or other expense necessary for the enforcement of this contract or for collection of monies due shall be borne by the party at fault.

4. COMMENCEMENT AND COMPLETION

We are prepared to furnish sufficient labor, materials and equipment to complete the work within approximately 1 week after a mutually agreeable start date.

5. SHOP DRAWINGS AND DESIGN DATA

We will submit all data required, including complete computations, shop drawings and specifications for approval prior to starting work.

6. BOND

The cost of a payment-performance-maintenance bond, issued for a one-year period, is to be added to the bid price if required. The price for this bond is \$12.00 per \$1,000.00. If utilizing sub-guard, any bonds required will be added to the tank price.

7. LABOR

This proposal is predicated on open shop labor conditions, using our own personnel. If we are required to employ persons of an affiliation desirable to the owner and/or general contractor thereby resulting in increased costs to us, the contract price shall be adjusted accordingly. Such requirements shall not provide that Precon Corporation sign a contract with any labor organization. In the event of a labor stoppage, we shall not be in default or be deemed responsible for delay of the progress of this contract or damage to the owner so long as Precon Corporation has sufficient qualified employees available to perform the work.

8. SAFETY

This proposal is based on performing the work in accordance with Precon Corporation's Safety Program, which meets or exceeds CFR 1926 OSHA Standards. If any additional safety requirements are placed upon us, such as additional site training or safety equipment, the cost for such additional requirements plus overhead shall be reimbursed to us.

9. BACKCHARGES AND CLAIMS FOR EXTRAS

No claim for extra services rendered or materials furnished will be valid by either party unless written notice thereof is given during the first ten days of the calendar month following that in which the claim originated. Precon Corporation's claims for extras shall include overhead and profit.

10. DELAYS

It is agreed that we shall be permitted to prosecute our work without interruption. If delayed at any time for a period of 24 hours or more by an act or neglect of the owner, his representative or other contractor employed by him, or by reason of any changes ordered in the work, we shall be reimbursed for our actual additional expense caused by such delay, including loss of use of our equipment, plus overhead and profit.

11. INSURANCE



Precon will furnish an insurance certificate showing coverage of liability, property and worker's compensation insurance upon request. Our insurance will be carried in accord with the general condition requirements. An additional amount will be added to our subcontract price if there are any extra requirements. Builder's Risk insurance will be carried in accord with general conditions requirements.

12. ARBITRATION

Any dispute or claim between us shall be settled by arbitration in accord with the American Arbitration Association rules relating to the construction industry. The arbitrator's decision may be entered in any court having jurisdiction.

13. GUARANTEE

Precon Corporation shall guarantee workmanship and materials on the entire tank structure for a period of five years from the date of acceptance of the work. In case leakage or other defects appear within the five year period, we will proceed to make repairs promptly upon written notice by the Owner that such defects have been found. Leakage is defined as a stream flow of liquid appearing on the exterior surface of the tank, or leakage through the base slab, the source of which is from the inside of the tank. Precon Corporation will not be liable for any damages caused directly or indirectly by the tank contents. Precon will be allowed free and unencumbered access to the tank interior and exterior as necessary to make repairs. The repair method will be as determined by Precon and in accord with industry practice.

14. ACCEPTANCE

This proposal is offered for your acceptance within 15 days. This proposal is based on the conditions of the AIA Standard Form of Agreement Between Contractor and Subcontractor, and it shall be made part of any subcontract.

Accepted: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Offered: Precon Corporation

By:  \_\_\_\_\_

Michael A. Lisk

Title: Project Manager

**South Regional Water Reclamation Facility  
PCO #024 - Downsize Internal Recycle Piping**

**Labor & Materials**

Superintendent	0 MH @ \$140/MH	\$	-
Foreman	236 MH @ \$100/MH	\$	23,600.00
Laborer	472 MH @ \$75/MH	\$	35,400.00
Materials (McDade)		\$	187,139.08
<b>Subtotal:</b>		<b>\$</b>	<b>246,139.08</b>
<b>5% Contractor's Fee:</b>		<b>\$</b>	<b>12,306.95</b>
(Agreement, Article 14.4.1.1)			
<b>Contractor Total:</b>		<b>\$</b>	<b>258,446.03</b>

**Field Services**

None		\$	-
<b>Subtotal:</b>		<b>\$</b>	<b>-</b>
<b>5% Contractor's Fee:</b>		<b>\$</b>	<b>-</b>
(Agreement, Article 14.4.1.1)			
<b>Subcontractor Total:</b>		<b>\$</b>	<b>-</b>

**Supplemental**

Equipment		\$	-
Tax on Materials (7.0%)		\$	(4,135.98)
Additional Bond & Insurance		\$	(550.40)
<b>Subtotal:</b>		<b>\$</b>	<b>(4,686.38)</b>
<b>0% Contractor's Fee:</b>		<b>\$</b>	<b>-</b>
(Agreement, Article 14.4.1.2)			
<b>Other Total:</b>		<b>\$</b>	<b>(4,686.38)</b>

**Credits**

Superintendent	0 MH @ \$140/MH	\$	-
Foreman	-218 MH @ \$100/MH	\$	(21,800.00)
Laborer	-436 MH @ \$75/MH	\$	(32,700.00)
Materials (McDade)		\$	(246,224.50)
<b>Subtotal:</b>		<b>\$</b>	<b>(300,724.50)</b>
<b>5% Contractor's Fee:</b>		<b>\$</b>	<b>(15,036.23)</b>
(Agreement, Article 14.4.1.3 & 14.4.1.4)			
<b>Credits Total:</b>		<b>\$</b>	<b>(315,760.73)</b>

**PCO #024 Total: \$ (62,001.08)**

**\*Additional Contract Time Required: 0 days**

\* R.J. Sullivan Corp. reserves the right to additional contract time and costs for extending bonds and insurance once the extent of delays related to PCOs 001 through 032 can be quantified.



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August 24, 2021

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R.J. Sullivan Corp.  
Attn: Jason Buckwalter

☒ Net Price  
☐ Cuts to follow

Project Name: Palm Bay PCO #024 - Downsize Internal Recycle Piping

McDade Project #: P20-232

Bid Date: September 10, 2020 @ 5:00 PM

Addendum: 1-9

AIS Requirement - Yes

<u>BID ITEM</u>	<u>QTY</u>	<u>SIZE</u>	<u>DESCRIPTION</u>	<u>WEIGHT EACH</u>	<u>UNIT \$</u>	<u>EXT \$</u>
2	12" X 03'-05"		FLG X FLG CLASS 53 DIP (401L, PC)	274	\$1,726.63	\$3,453.26
4	12" X 04'-05-1/2"		FLG X FLG CLASS 53 DIP (401L, PC)	323	\$1,901.43	\$7,605.72
2	12" X 10'-09"		FLG X FLG CLASS 53 DIP (401L, PC)	643	\$3,037.63	\$6,075.26
4	12" X 11'-04-1/2"		FLG X FLG CLASS 53 DIP (401L, PC)	668	\$3,125.03	\$12,500.12
4	12" X 13'-00"		FLG X FLG CLASS 53 DIP (401L, PC)	742	\$3,387.23	\$13,548.92
4	12" X 18'-03"		FLG X FLG CLASS 53 DIP (401L, PC)	1012	\$4,348.63	\$17,394.52
8	12" X 03'-09"		FLG X WC X FLG CLASS 53 DIP (401L, PC)	310	\$2,019.96	\$16,159.68
8	12" X 04'-00"		FLG X WC X FLG CLASS 53 DIP (401L, PC)	310	\$2,019.96	\$16,159.68
3	12"		DI FLG 90 ELL (401 LINED, PC), DOMESTIC	235	\$2,028.53	\$6,085.59
5	12" X 12"		DI FLG TEE (401 LINED, PC), DOMESTIC	385	\$3,021.18	\$15,105.90
2	12"		DI FLG 45 BEND (401 LINED, PC), DOMESTIC	195	\$1,736.47	\$3,472.94
2	12" X 06"		DI FLG TEE (401 LINED, PC), DOMESTIC	295	\$2,483.82	\$4,967.64
2	12"		DI FLG BASE 90 ELL (401 LINED, PC), DOMESTIC	300	\$2,528.82	\$5,057.64
17	12"		DI BLIND FLANGE (401 LINED, PC), DOMESTIC	85	\$673.24	\$11,445.08
59	12"		FLG ACCY SET (316SS A193 GRADE B8M BOLTS, GRADE 8M NUTS & WASHERS W/ SBR FLG-TYTE GASKET)		\$365.90	\$21,588.10
1	12"		FLG PLUG VALVE, V040108A (15200-2.06L.)		\$4,217.65	\$4,217.65
1	12"		FLG PLUG VALVE, V040109A (15200-2.06L.)		\$4,217.65	\$4,217.65
1	12"		FLG PLUG VALVE, V040107A (15200-2.06L.)		\$4,217.65	\$4,217.65
2	12" X 05'-06"		STAINLESS STEEL STANCHION PIPE SUPPORT W/ STRAP, 12" PIPE, 5'-6" TO CENTER, DETAIL ON P-29		\$872.00	\$1,744.00
4	1/2" X 04"		1/2" X 4" GALVANIZED STEEL FLAT BAR PIPE STRAP FOR 12" PIPE, DETAIL FOR CONCRETE PIPE SUPPORT ON P-29		\$70.00	\$280.00
24	12"		316 STAINLESS STEEL PIPE SUPPORT WALL BRACKET, 12" PIPE, DETAIL ON P-29		\$493.42	\$11,842.08
TOTAL THIS BID ITEM - TAX NOT INCLUDED						\$187,139.08
DUCTILE TOTAL ALL BID ITEM - TAX NOT INCLUDED				5777.00		\$139,031.95
VALVE TOTAL ALL BID ITEM - TAX NOT INCLUDED						\$12,652.95
FAS TOTAL ALL BID ITEM - TAX NOT INCLUDED						\$21,588.10
SUPPORT TOTAL ALL BID ITEM - TAX NOT INCLUDED						\$13,866.08
MISC TOTAL ALL BID ITEM - TAX NOT INCLUDED						\$0.00
GRAND TOTAL ALL BID ITEM - TAX NOT INCLUDED						\$187,139.08

Notes:

- All Ductile Iron MJ Fitting Quoted C153 (Compact)
- All Fitting and Valves Quoted Less Accessories
- All Buried Ductile Iron Pipe and MJ Fitting Quoted Bituminous Coated
- All Flange Pipe and Fitting Quoted Prime Coated
- All Ductile Iron Pipe and Fitting Quoted Cement Lined

BID ITEM	QTY	SIZE	DESCRIPTION	WEIGHT EACH	UNIT \$	EXT \$
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- 6 All Ductile Iron Fitting (MJ & Flange) Quoted Are Domestically Sourced
- 7 All Ductile Iron Run Pipe prices are good for 1 year from Bid Date. After the one year period there will be a price increase of 3% and additional 3% for every 6 month after that. This escalation is from the pipe manufacturer and they have stated that it is not negotiable.
- 8 Due to the volatile raw market All C-900 PVC, C-905 PVC, HDPE, SDR 35, Sch 80 PVC, Sch 40 PVC, Stainless Steel, Copper & Brass Pipe, Fittings, Valves, etc will/may need to be re-quoted at the time of purchase. Pricing Subject to Availability.
- 9 McDade Waterworks, Inc. reserves the right to apply "Price in Effect" at time of delivery due to shortages and/or further "Force Majeure" declarations by manufacturer(s). McDade Waterworks, Inc will not be responsible for industry price changes or shortages beyond our control.
- 9 No Spare Parts for any components on take-off are included, unless noted otherwise.
- 9 Electric Actuators are quoted Open/Close service, Unless stated otherwise.
- 9 DeZurik Valve warranty for project is (2) years from date of shipment. Extended warranty can be purchased for a additional 2% of the purchase price for each additional year warranty up to 3 year maximum from date of shipment.

**\*\* DISCLAIMER:**

**McDade Waterworks, Inc. reserves the right to increase prices and/or change escalation terms at any time based on the potential of continued cost volatility.**

**Confidentiality.** Both McDade and Customer agree that the terms of this quotation, including the attached pricing are confidential and shall be held in strict confidence by both parties and may not be disclosed unless required by law. Customer agrees not to post or publicly display the terms or the pricing. Customer also agrees that any discussions or negotiations regarding the attached pricing or any changes thereto (including but not limited to future pricing offerings) are also confidential and are pursuant to this provision of confidentiality.

The above quotation is our interpretation of the plans and specifications and should be reviewed by your firm for accuracy. Prices do not include valve boxes, ext stems, wrenches, start-up services, etc. unless specifically noted in our quotation. Prices are based on full freight allowed truckload shipments to the project. Additional materials ordered will be furnished on a case by case basis.

Terms: Net 30 Days  
FOB: S/P - FFA to Jobsite (Based on Terms Above)

Please call should you have any questions or need any additional pricing.

Sincerely,

Wesley G. Bunn





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(813) 740-1144 - FAX (813) 627-9387

January 4, 2021

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R.J. Sullivan Corp  
Attn: Jason Buckwalter

Project: Palm Bay South Regional Water Reclamation Facility

Bid Date: September 10, 2020 @ 5:00 PM

Addendum: 1-9

**AIS Requirement - Yes**

QTY	SIZE	DESCRIPTION	WEIGHT EACH	UNIT \$	EXT \$
-4	12" X 02'-06"	FLG X FLG CLASS 53 DIP (401L, PC)	225	\$863.68	-\$3,454.72
-2	18" X 02'-08"	FLG X FLG CLASS 53 DIP (401L, PC)	420	\$1,830.26	-\$3,660.52
-2	18" X 10'-00"	FLG X FLG CLASS 53 DIP (401L, PC)	984	\$2,967.87	-\$5,935.74
-4	18" X 10'-03"	FLG X FLG CLASS 53 DIP (401L, PC)	1024	\$3,049.13	-\$12,196.52
-4	18" X 13'-00"	FLG X FLG CLASS 53 DIP (401L, PC)	1226	\$3,455.42	-\$13,821.68
-4	18" X 18'-03"	FLG X FLG CLASS 53 DIP (401L, PC)	1669	\$4,349.26	-\$17,397.04
-8	18" X 03'-09"	FLG X WC X FLG CLASS 53 DIP (401L, PC)	518	\$2,194.87	-\$17,558.96
-4	18" X 04'-00"	FLG X WC X FLG CLASS 53 DIP (401L, PC)	518	\$2,194.87	-\$8,779.48
-3	18"	DI FLG 90 ELL (401 LINED, PC), DOMESTIC	450	\$3,991.40	-\$11,974.20
-5	18" X 18"	DI FLG TEE (401 LINED, PC), DOMESTIC	665	\$5,389.52	-\$26,947.60
-2	18"	DI FLG 45 BEND (401 LINED, PC), DOMESTIC	325	\$2,055.91	-\$4,111.82
-4	18" X 12"	DI FLG CONCENTRIC REDUCER (401 LINED, PC), DOMESTIC	295	\$2,144.62	-\$8,578.48
-2	18" X 06"	DI FLG TEE (401 LINED, PC), DOMESTIC	480	\$4,884.14	-\$9,768.28
-2	18"	DI FLG BASE 90 ELL (401 LINED, PC), DOMESTIC	565	\$4,080.38	-\$8,160.76
-9	18"	DI BLIND FLANGE (401 LINED, PC), DOMESTIC	185	\$958.06	-\$8,622.54
-53	18"	FLG ACCESSORY SET (316SS A193 GRADE B8M BOLTS, GRADE 8M NUTS & WASHERS W/ 1/8" FULL FACE SBR GASKET)		\$462.80	-\$24,528.40
-3	18"	FLG STD PORT PLUG VALVE W/ GEAR & HANDWHEEL, V040107A, V040108A, & V040109A (15200-2.06L.)		\$10,448.42	-\$31,345.26
-2	18" X 05'-06"	316 STAINLESS STEEL STANCHION PIPE SUPPORT W/ STRAP, 18" PIPE, 5'-6" TO CENTER, DETAIL ON P-29		\$1,713.75	-\$3,427.50
-4	18"	1/2" X 4" GALVANIZED STEEL FLAT BAR PIPE STRAP FOR 18" PIPE, DETAIL FOR CONCRETE PIPE SUPPORT ON P-29		\$68.75	-\$275.00
-24	18" X 02'-00"	316 STAINLESS STEEL PIPE SUPPORT WALL BRACKET, 18" PIPE, DETAIL ON P-29		\$1,070.00	-\$25,680.00
TOTAL THIS BID ITEM - TAX NOT INCLUDED					<b>-\$246,224.50</b>
DUCTILE TOTAL ALL BID ITEM - TAX NOT INCLUDED					9549.00
RESTRAINT TOTAL ALL BID ITEM - TAX NOT INCLUDED					0.00
VALVE TOTAL ALL BID ITEM - TAX NOT INCLUDED					
FAS TOTAL ALL BID ITEM - TAX NOT INCLUDED					
EXPANSION JOINT TOTAL ALL BID ITEM - TAX NOT INCLUDED					
COUPLING TOTAL ALL BID ITEM - TAX NOT INCLUDED					
C-900 / 905 AND SDR-26 / 35 PVC TOTAL ALL BID ITEM - TAX NOT INCLUDED					
STAINLESS TOTAL ALL BID ITEM - TAX NOT INCLUDED					
SUPPORT TOTAL ALL BID ITEM - TAX NOT INCLUDED					
MISC TOTAL ALL BID ITEM - TAX NOT INCLUDED					
GRAND TOTAL ALL BID ITEM - TAX NOT INCLUDED					<b>-\$246,224.50</b>

Confidential

<u>QTY</u>	<u>SIZE</u>	<u>DESCRIPTION</u>	<u>WEIGHT</u> <u>EACH</u>	<u>UNIT \$</u>	<u>EXT \$</u>
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## Notes:

- All Ductile Iron MJ Fitting Quoted C153 (Compact)
- All Fitting and Valves Quoted Less Accessories
- All Buried Ductile Iron Pipe and MJ Fitting Quoted Bituminous Coated
- All Flange Pipe and Fitting Quoted Prime Coated
- All Ductile Iron Pipe and Fitting Quoted Cement or Protecto 401 Lined as noted above
- All Ductile Iron Fitting (MJ & Flange) Quoted Are Globally Sourced
- All Ductile Iron Run Pipe prices are good for 1 year from Bid Date. After the one year period there will be a price increase of 3% and additional 3% for every 6 month after that. This escalation is from the pipe manufacturer and they have stated that it is not negotiable.
- Due to the volatile raw market All C-900 PVC, C-905 PVC, HDPE, SDR 35, Sch 80 PVC, Sch 40 PVC, Stainless Steel, Copper & Brass Pipe, Fittings, Valves, etc will/may need to be re-quoted at the time of purchase. Pricing Subject to Availability.  
\*\*\* PVC prices are good till October 9, 2020
- McDade Waterworks, Inc. reserves the right to apply "Price in Effect" at time of delivery due to shortages and/or further tariff declarations by state or federal agencies. McDade Waterworks, Inc will not be responsible for industry price changes or shortages beyond our control as a result of changes to current tariff law.
- Due to the volatility of the raw PVC material market this quotation is valid until \_\_\_\_\_, at which time the order must be placed or this quotation is automatically voided. Prices are firm if order is released by \_\_\_\_\_ for shipment completed by \_\_\_\_\_. Pricing and order acceptance is contingent upon the selected PVC manufacturer receiving collectively sufficient orders to meet minimum run requirements. All backorders will be shipped, "Price In Effect" at time of shipment, If for any reason pipe is delivered after the terms of this quotation.
- All valve boxes quoted less extension stem unless noted otherwise.
- Flange Accessories Set Prices are Firm for 14 Days from Bid Date, & Must Ship Within 28 Working Days from Bid Date.
- Pipe Supports - Do not include engineering calculations (ie. wind, seismic, etc). We can recommend someone who can provide this information if requested.
- Line drawings are not included. If needed add \$1,000.00 per sheet.
- No Spare Parts for any components on take-off are included, unless noted otherwise.
- Electric Actuators are quoted Open/Close service, Unless stated otherwise.
- Valve warranty for project is (2) years from date of shipment. Extended warranty can be purchased for an additional 1% of the purchase price for each additional year warranty up to 3 year maximum from date of shipment.

**\*\* DISCLAIMER:**

McDade Waterworks, Inc. reserves the right to increase prices and/or change escalation terms at any time based on the potential of continued cost volatility.

**Confidentiality.** Both McDade and Customer agree that the terms of this quotation, including the attached pricing are confidential and shall be held in strict confidence by both parties and may not be disclosed unless required by law. Customer agrees not to post or publicly display the terms or the pricing. Customer also agrees that any discussions or negotiations regarding the attached pricing or any changes thereto (including but not limited to future pricing offerings) are also confidential and are pursuant to this provision of confidentiality.

The above quotation is our interpretation of the plans and specifications and should be reviewed by your firm for accuracy. Prices do not include valve boxes, ext stems, wrenches, start-up services, etc. unless specifically noted in our quotation. Prices are based on full freight allowed truckload shipments to the project. Additional materials ordered will be furnished on a case by case basis.

Terms: Net 30 Days  
FOB: S/P - FFA to Jobsite (Based on Terms Above)

Please call should you have any questions or need any additional pricing.

Sincerely,

Mike Worrell

**South Regional Water Reclamation Facility  
PCO #025 - Reroute Plant Influent Piping at Headworks**

**Labor & Materials**

Superintendent	4 MH @ \$140/MH	\$	560.00
Foreman	52 MH @ \$100/MH	\$	5,200.00
Laborer	104 MH @ \$75/MH	\$	7,800.00
Materials (See attached materials list)		\$	94,049.74
<b>Subtotal:</b>		<b>\$</b>	<b>107,609.74</b>
<b>5% Contractor's Fee:</b>		<b>\$</b>	<b>5,380.49</b>
(Agreement, Article 14.4.1.1)			
<b>Contractor Total:</b>		<b>\$</b>	<b>112,990.23</b>

**Field Services**

None		\$	-
<b>Subtotal:</b>		<b>\$</b>	<b>-</b>
<b>5% Contractor's Fee:</b>		<b>\$</b>	<b>-</b>
(Agreement, Article 14.4.1.1)			
<b>Subcontractor Total:</b>		<b>\$</b>	<b>-</b>

**Supplemental**

Equipment		\$	-
Tax on Materials (7.0%)		\$	5,181.87
Additional Bond & Insurance		\$	1,863.50
<b>Subtotal:</b>		<b>\$</b>	<b>7,045.37</b>
<b>0% Contractor's Fee:</b>		<b>\$</b>	<b>-</b>
(Agreement, Article 14.4.1.2)			
<b>Other Total:</b>		<b>\$</b>	<b>7,045.37</b>

**Continued ...**

**South Regional Water Reclamation Facility  
PCO #025 - Reroute Plant Influent Piping at Headworks**

**Credits**

Superintendent	0 MH @ \$140/MH	\$	-
Foreman	-28 MH @ \$100/MH	\$	(2,800.00)
Laborer	-56 MH @ \$75/MH	\$	(4,200.00)
Material Credit (See attached McDade material credit)		\$	(20,023.05)
<b>Subtotal:</b>		<b>\$</b>	<b>(27,023.05)</b>
<b>5% Contractor's Fee:</b>		<b>\$</b>	<b>(1,351.15)</b>
(Agreement, Article 14.4.1.3 & 14.4.1.4)			
<b>Credits Total:</b>		<b>\$</b>	<b>(28,374.20)</b>

**PCO #025 Total: \$ 91,661.40**

**\*Additional Contract Time Required: 3 days**

\* R.J. Sullivan Corp. reserves the right to additional contract time and costs for extending bonds and insurance once the extent of delays related to PCOs 001 through 032 can be quantified.

ITEM TO CREDIT

ANAEROBIC REACTORS

SLUDGE STORAGE BASIN 1B

20" MJ TEE

20" MJ 90° BEND

20" TYTON PIPE

General Notes

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No. Revision/Issue Date

RJ Sullivan Corp.

GENERAL CONTRACTOR  
2001 Palm Beach Blvd. Suite 100  
Palm Beach, FL 33480-4333

Designed: JEB

Drawn: JEB

Checked:

Approved:

Project Name

City of Palm Bay  
South Regional Water  
Reclamation Facility

PCO #025 Reroute Plant  
Influent Piping at Headworks

Project 390

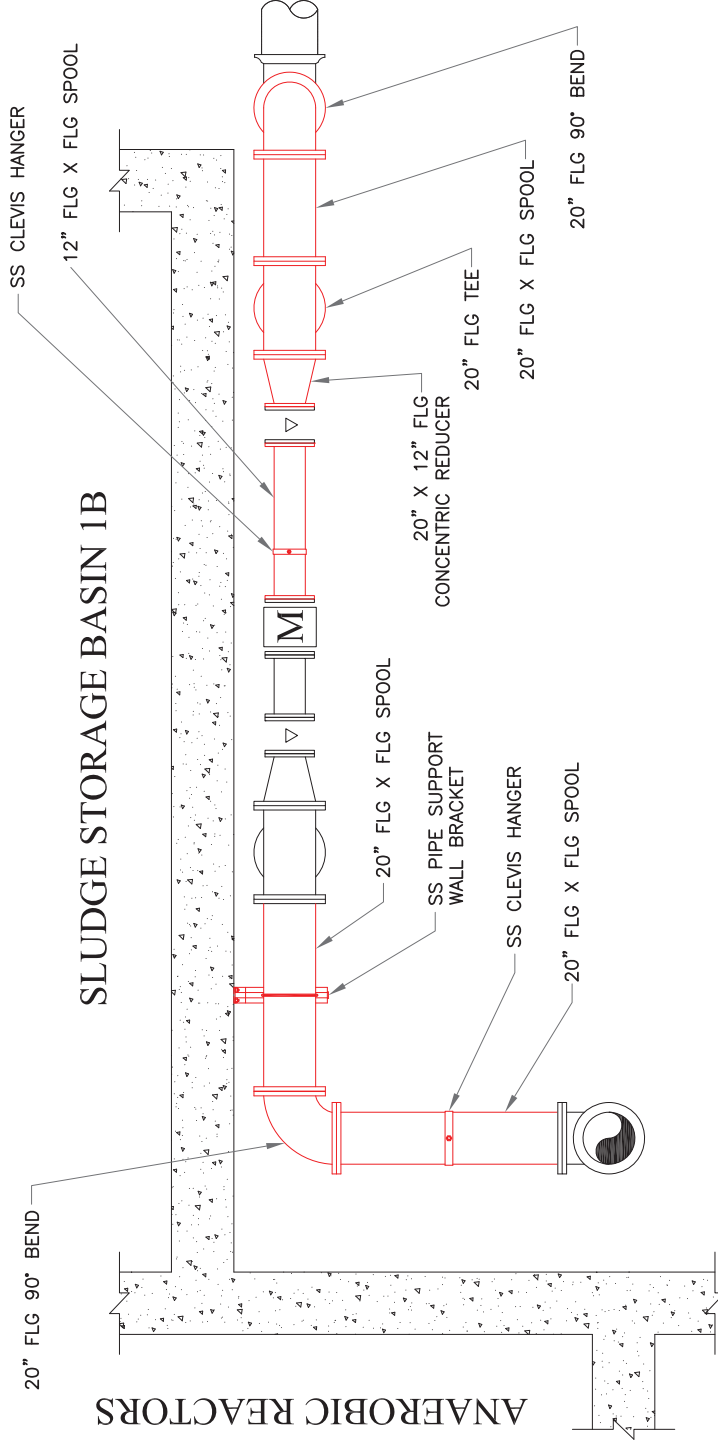
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Date 6/11/2021

Scale NTS

1 of 6

ADDITIONAL ITEM



General Notes

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Revision/Issue

1

Date

Project Name

City of Palm Bay  
South Regional Water  
Reclamation Facility  
PCO #025 Reroute Plant  
Influent Piping at Headworks

Project Number

390

Drawn

JEB

Checked

JEB

Approved

Scale

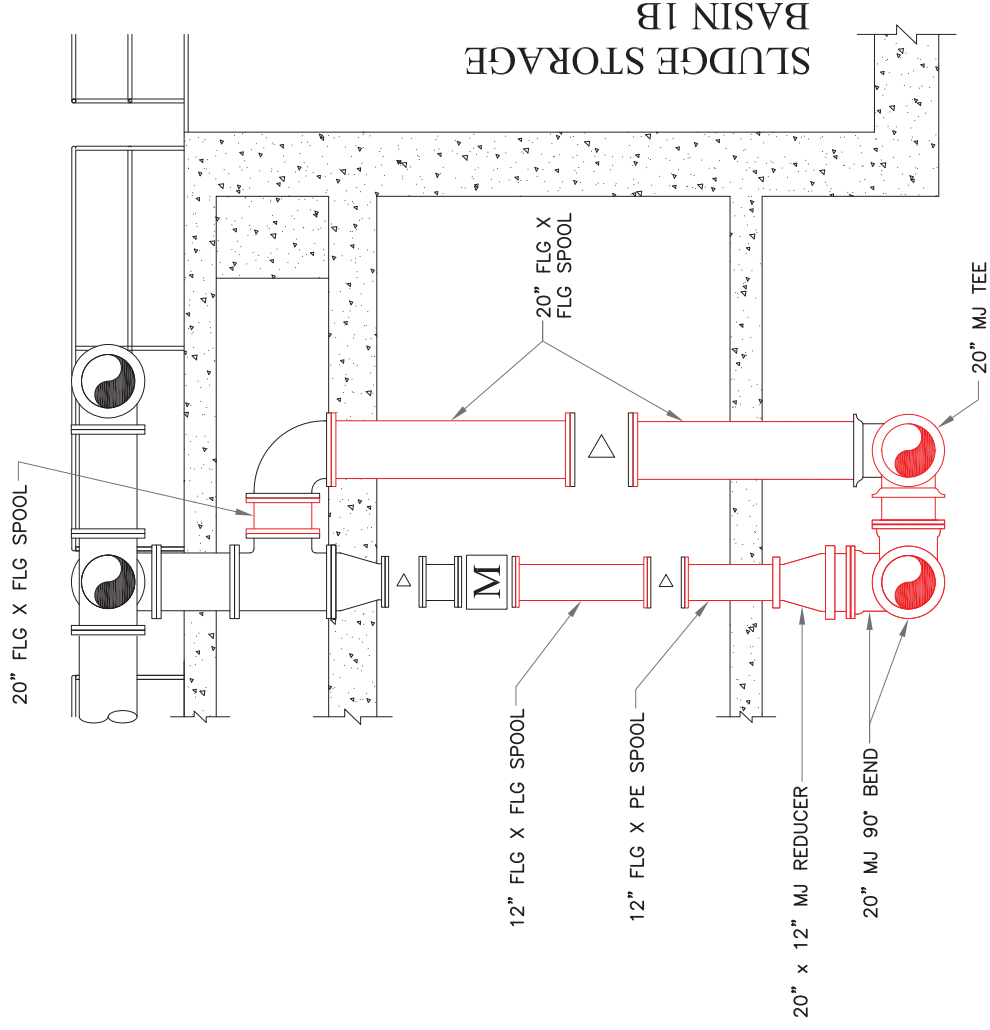
NTS

Sheet

2 of 6

**RJ Sullivan Corp.**  
GENERAL CONTRACTOR  
2001 Palm Bay Drive, Suite 100  
Palm Bay, FL 32909  
Phone: 321.751.0000 Fax: 321.751.0000

ITEM TO CREDIT



General Notes

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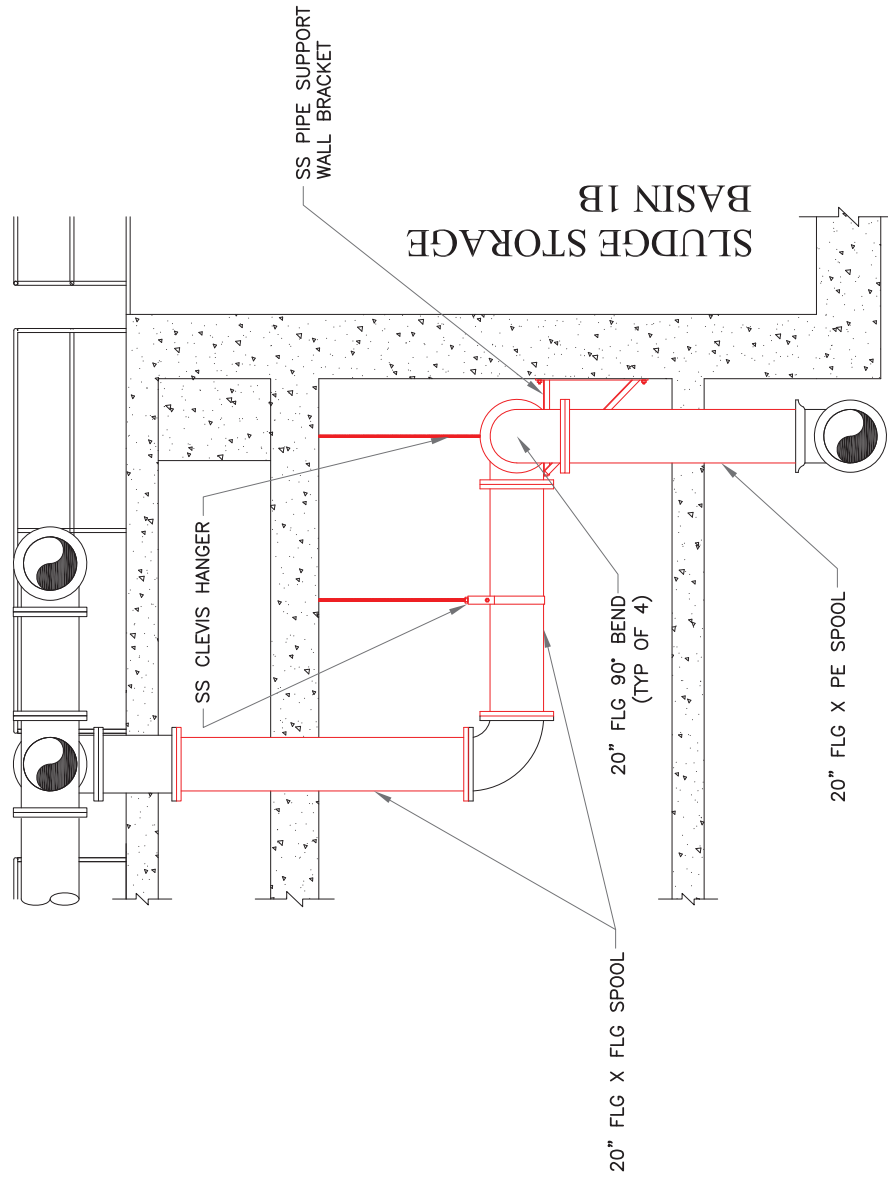
**RJ Sullivan Corp.**  
GENERAL CONTRACTOR  
10001 E. 10th Avenue, Suite 100  
Denver, CO 80231  
Phone: 303.755.0000 Fax: 303.755.0000

Designed: JEB  
Drawn: JEB  
Checked:  
Approved:

Project Name  
City of Palm Bay  
South Regional Water  
Reclamation Facility  
PCO #025 Reroute Plant  
Influent Piping at Headworks

Project 390	Drawing
Date 6/11/2021	Sheet
Scale NTS	3 of 6

ADDITIONAL ITEM



General Notes

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No.	Revision/Issue	Date

**RJ Sullivan Corp.**  
GENERAL CONTRACTOR  
2001    Phone: 954-975-6389    Fax: 954-975-2333

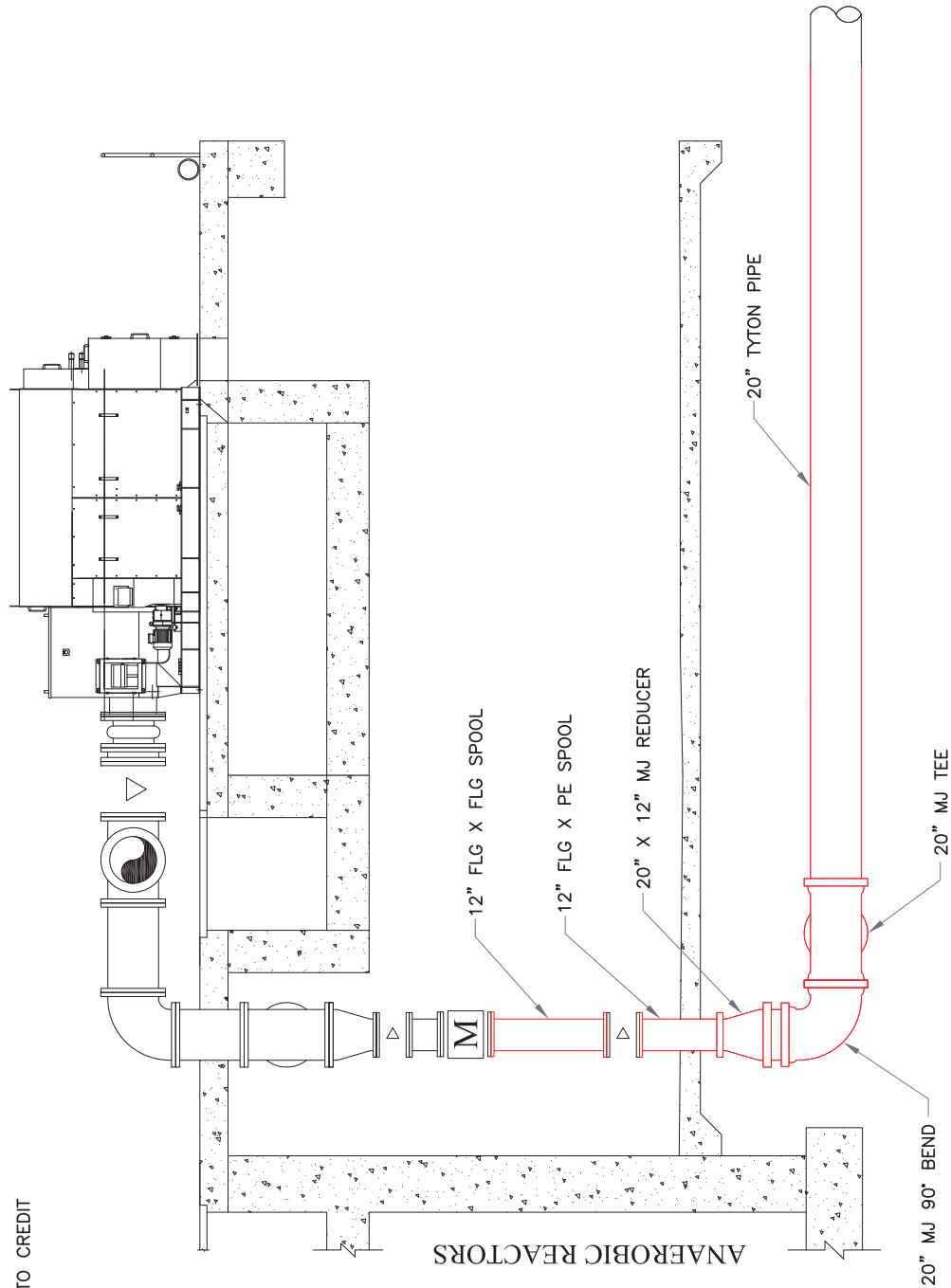
Designed: JEB  
Drawn: JEB  
Checked:  
Approved:

Project Name  
City of Palm Bay  
South Regional Water  
Reclamation Facility  
PCO #025 Reroute Plant  
Influent Piping at Headworks

Project 390	Drawing
Date 6/11/2021	Sheet
Scale NTS	4 of 6



ITEM TO CREDIT



General Notes

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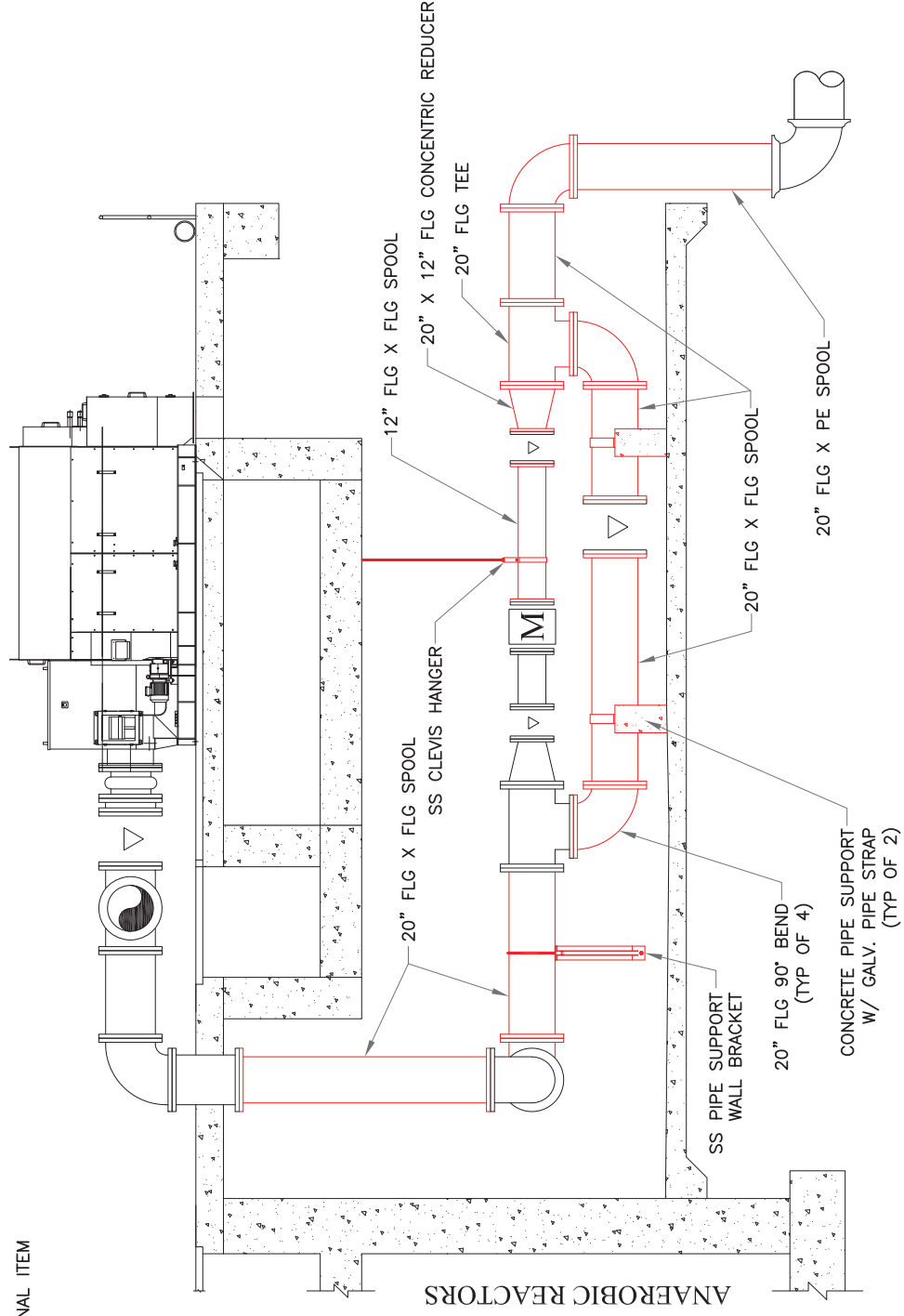
**RJ Sullivan Corp.**  
GENERAL CONTRACTOR  
2001 S. W. 10th Ave., Suite 100  
Palm Beach, FL 33480-7433  
Phone: 561-975-6188 • Fax: 561-975-2333

Designed: JEB  
Drawn: JEB  
Checked:  
Approved:

Project Name  
City of Palm Bay  
South Regional Water  
Reclamation Facility  
PCO #025 Reroute Plant  
Influent Piping at Headworks

Project 390	Drawing
Date 6/11/2021	Sheet
Scale NTS	5 of 6

ADDITIONAL ITEM



General Notes

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No.

Revision/Issue

Date

**RJ Sullivan Corp.**

GENERAL CONTRACTOR  
3001 Peachtree Industrial Blvd., Suite 100  
Atlanta, GA 30328-1000  
Phone: 404.975.5400 Fax: 404.975.5333

Designed: JEB

Drawn: JEB

Checked:

Approved:

Project Name

City of Palm Bay  
South Regional Water  
Reclamation Facility

PCO #025 Reroute Plant  
Influent Piping at Headworks

Project

390

Drawing

Date

6/11/2021

Sheet

Scale

NTS

6 of 6

# Materials

Supplier	Quantity	Item	Unit	Total
McDade	1	Pipe, Fittings, & Accessories	\$ 92,716.22	\$ 92,716.22
Marsh Fasteners	1	Studs, nuts, washers, all thread rod	\$ 398.52	\$ 398.52
R.J. Sullivan Corp.	2	Concrete Pipe Supports, Rebar, Forms, Chamfer, Epoxy, Neoprene, Clevis Hanger Attachment Plates	\$ 467.50	\$ 935.00
				\$ -
			Total:	\$ 94,049.74



**Post Office Box 16039 - Tampa, FL 33687-6039**  
**(813) 740-1144 - FAX (813) 627-9387**

July 8, 2021

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R.J. Sullivan Corp  
Attn: Jason Buckwalter

☒ Net Price  
☐ Cuts to follow (See

**Project Name: Palm Bay PCO #025 Reroute Plant Influent Piping at Headworks**

**McDade Project #:P20-232**

**Bid Date: September 10, 2020 @ 5:00 PM**

**Addendum: 1-9**

**ARRA, AIS, or Domestic Requirement - Yes**

<u>BID ITEM</u>	<u>QTY</u>	<u>SIZE</u>	<u>DESCRIPTION</u>	<u>WEIGHT EACH</u>	<u>UNIT \$</u>	<u>EXT \$</u>
4	20"		DI FLG 90 ELL (401 LINED, PC), DOMESTIC	580	\$9,557.21	\$38,228.84
1	20" X 20"		DI FLG TEE (401 LINED, PC), DOMESTIC	855	\$10,872.79	\$10,872.79
1	20" X 12"		DI FLG CONCENTRIC REDUCER (401 LINED, PC), DOMESTIC	345	\$5,279.56	\$5,279.56
1	12" X 05'-00"		FLG X FLG CLASS 53 DIP (401L, PC)	348	\$1,988.83	\$1,988.83
1	12" X 07'-06"		FLG X FLG CLASS 53 DIP (401L, PC)	471	\$2,425.83	\$2,425.83
1	12" X 09'-06"		FLG X FLG CLASS 53 DIP (401L, PC)	569	\$2,775.43	\$2,775.43
1	20" X 03'-06"		FLG X FLG CLASS 53 DIP (401L, PC)	540	\$4,033.23	\$4,033.23
1	20" X 04'-06"		FLG X FLG CLASS 53 DIP (401L, PC)	632	\$4,359.08	\$4,359.08
1	20" X 08'-06"		FLG X FLG CLASS 53 DIP (401L, PC)	998	\$5,662.48	\$5,662.48
1	20" X 08'-00"		FLG X PE CLASS 53 DIP (401L, PC)	842	\$4,063.15	\$4,063.15
10	20"		FLG ACCY SET (316SS A193 GRADE B8M BOLTS, GRADE 8M NUTS W/ SBR FLG-TYTE GASKET)	0	\$1,107.95	\$11,079.50
1	12"		316SS CLEVIS HANGER FOR 12" PIPE (QUOTING CLEVIS ONLY)	0	\$187.50	\$187.50
1	20"		316SS CLEVIS HANGER FOR 20" PIPE (QUOTING CLEVIS ONLY)	0	\$656.25	\$656.25
2	12"		1/2" X 4" GALVANIZED STEEL FLAT BAR PIPE STRAP FOR 12" PIPE, DETAIL FOR CONCRETE PIPE SUPPORT ON P-29	0	\$61.25	\$122.50
1	20"		316SS HEAVY DUTY PIPE SUPPORT WALL BRACKET, 20" PIPE, DETAIL P-29	0	\$981.25	\$981.25
<b>TOTAL THIS BID ITEM - TAX NOT INCLUDED</b>						<b>\$92,716.22</b>
<b>DUCTILE TOTAL ALL BID ITEM - TAX NOT INCLUDED</b>				<b>6180.00</b>		<b>\$79,689.22</b>
<b>FAS TOTAL ALL BID ITEM - TAX NOT INCLUDED</b>						<b>\$11,079.50</b>
<b>SUPPORT TOTAL ALL BID ITEM - TAX NOT INCLUDED</b>						<b>\$1,947.50</b>
<b>MISC TOTAL ALL BID ITEM - TAX NOT INCLUDED</b>						<b>\$0.00</b>
<b>GRAND TOTAL ALL BID ITEM - TAX NOT INCLUDED</b>						<b>\$92,716.22</b>

**Notes:**

- All Fitting and Valves Quoted Less Accessories
- All Flange Pipe and Fitting Quoted Prime Coated
- All Ductile Iron Pipe and Fitting Quoted Protecto 401 Lined
- All Ductile Iron Fitting (MJ & Flange) Quoted Are Domestically Sourced
- All Ductile Iron Run Pipe prices are good for 1 year from Bid Date. After the one year period there will be a price increase of 3% and additional 3% for every 6 month after that. This escalation is from the pipe manufacturer and they have stated that it is not negotiable.
- At this time US Pipe and American are not producing fittings 24" and smaller.
- Fittings are only made by Fitting Manufactures and brands are blended when we ship projects based on availability at time of order.
- Due to the volatile raw market All C-900 PVC, C-905 PVC, HDPE, SDR 35, Sch 80 PVC, Sch 40 PVC, Stainless Steel, Copper & Brass Pipe, Fittings, Valves, etc
- will/may need to be re-quoted at the time of purchase. Pricing Subject to Availability.

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<u>BID</u> <u>ITEM</u>	<u>QTY</u>	<u>SIZE</u>	<u>DESCRIPTION</u>	<u>WEIGHT</u> <u>EACH</u>	<u>UNIT \$</u>	<u>EXT \$</u>
---------------------------	------------	-------------	--------------------	------------------------------	----------------	---------------

- |    |  |  |   |  |  |  |
|----|--|--|---|--|--|--|
| 8  |  |  | McDade Waterworks, Inc. reserves the right to apply "Price in Effect" at time of delivery due to shortages and/or further "Force Majeure" declarations by manufacturer(s). McDade Waterworks, Inc will not be responsible for industry price changes or shortages beyond our control. |  |  |  |
| 9  |  |  | Flange Accessories Set Prices are Firm for 14 Days from Bid Date, & Must Ship Within 28 Working Days from Bid Date.   |  |  |  |
| 10 |  |  | Pipe Supports - Do not include engineering calculations (ie. wind, seismic, etc). We can recommend someone who can provide this information if requested.   |  |  |  |
| 11 |  |  | Line drawings are not included. If needed add \$1,000.00 per sheet.   |  |  |  |
| 12 |  |  | No Spare Parts for any components on take-off are included, unless noted otherwise.   |  |  |  |

**\*\* DISCLAIMER:**

**McDade Waterworks, Inc. reserves the right to increase prices and/or change escalation terms at any time based on the potential of continued cost volatility.**

**Confidentiality.** Both McDade and Customer agree that the terms of this quotation, including the attached pricing are confidential and shall be held in strict confidence by both parties and may not be disclosed unless required by law. Customer agrees not to post or publicly display the terms or the pricing. Customer also agrees that any discussions or negotiations regarding the attached pricing or any changes thereto (including but not limited to future pricing offerings) are also confidential and are pursuant to this provision of confidentiality.

The above quotation is our interpretation of the plans and specifications and should be reviewed by your firm for accuracy. Prices do not include valve boxes, ext stems, wrenches, start-up services, etc. unless specifically noted in our quotation. Prices are based on full freight allowed truckload shipments to the project. Additional materials ordered will be furnished on a case by case basis.

Terms: Net 30 Days

FOB: S/P - FFA to Jobsite (Based on Terms Above)

Please call should you have any questions or need any additional pricing.

Sincerely,

Christian Fracchia

Marsh Fasteners  
127 Fern Street

1

06/25/21

213830A

Jupiter, FL 33458

Mickey Bartlett  
R J Sullivan Corp.  
2201 NW 22nd Street  
Pompano Beach, FL 33069

25798

KAT/CM2

A /

QUOTATION

(954) 975-0388

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VISIT US AT [WWW.MARSHFASTENERS.COM](http://WWW.MARSHFASTENERS.COM) FOR ALL YOUR STAINLESS STEEL NEEDS!

3	FTST1-8X6.00	1-8 x 6 Stud Bolts - Full Thread 316 Stainless	8.0000	--	24.00
8	FTST1/2-13 X500	1/2-13 x 5 Stud Bolts Full Thread 316 Stainless	2.7500	--	22.00
4	FTST3/4-10 X12.00	3/4-10 x 12 Stud Bolts Full Thread 316 Stainless	7.0000	--	28.00
		Make from Domestic Rod			
3	NHST1-8	1- 8 Finish Hex Nut 316 Stainless	5.5000	--	16.50
8	NHSTD0M1/2-13	1/2-13 Finish Hex Nut 316 Stainless Domestic	1.8500	--	14.80
8	NHSTD0M3/4-10	3/4-10 Finish Hex Nut 316 Stainless Domestic	3.9500	--	31.60
6	TRST11/4-7	1 1/4-7 Thread Rod 316 Stainless	25.0000	--	150.00
		DOMESTIC			
6	TRST7/8-9	7/8-9 Threaded Rod Type 316 Stainless	10.0000	--	60.00
		DOMESTIC			
3	WFTS1.00DOM	1" Flat Washer 316 Stainless - Domestic	3.0000	--	9.00
8	WFTS1/2DOM	1/2 Flat Washers 316 Stainless - Domestic	0.7200	--	5.76
8	WFTS3/4DOM	3/4 Flat Washers 316 Stainless - Domestic	1.5000	--	12.00
MERCHANDISE QUOTATION TOTAL \$					373.66
SHIPPING & HANDLING \$					24.86
STATE SALES TAX \$					22.42
COUNTY SALES TAX \$					3.74
QUOTATION TOTAL \$					424.68





**Post Office Box 16039 - Tampa, FL 33687-6039**  
**(813) 740-1144 - FAX (813) 627-9387**

January 4, 2021

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[www.mcdadewaterworks.com](http://www.mcdadewaterworks.com)

R.J. Sullivan Corp  
Attn: Jason Buckwalter

**Project: Palm Bay South Regional Water Reclamation Facility**

**Bid Date: September 10, 2020 @ 5:00 PM**

**Addendum: 1-9**

**AIS Requirement - Yes**

<u>QTY</u>	<u>SIZE</u>	<u>DESCRIPTION</u>	<u>WEIGHT EACH</u>	<u>UNIT \$</u>	<u>EXT \$</u>
-20	20"	TYTON JOINT CLASS 350 DIP (401 LINED, BC)	77.5	\$95.11	-\$1,902.20
-1	12" X 04'-00"	FLG X FLG CLASS 53 DIP (401L, PC)	299	\$1,009.52	-\$1,009.52
-1	20" X 01'-00"	FLG X FLG CLASS 53 DIP (401L, PC)	312	\$1,792.65	-\$1,792.65
-1	20" X 08'-00"	FLG X FLG CLASS 53 DIP (401L, PC)	952	\$3,059.42	-\$3,059.42
-1	12" X 03'-00"	FLG X PE CLASS 53 DIP (401L, PC)	199	\$596.84	-\$596.84
-1	20" X 09'-00"	FLG X PE CLASS 53 DIP (401L, PC)	934	\$2,439.87	-\$2,439.87
-2	20"	C153 MJ 90 ELL (401 LINED, BC), DOMESTIC	305	\$1,896.51	-\$3,793.02
-1	20" X 20"	C153 MJ TEE (401 LINED, BC), DOMESTIC	535	\$2,311.29	-\$2,311.29
-1	20" X 12"	C153 MJ CONCENTRIC REDUCER (401 LINED, BC), DOMESTIC	205	\$1,125.27	-\$1,125.27
-1	12"	MEGALUG W/ ACCY SET FOR DIP	41.3	\$85.05	-\$85.05
-8	20"	MEGALUG W/ ACCY SET FOR DIP	86.6	\$238.49	-\$1,907.92
<b>TOTAL THIS BID ITEM - TAX NOT INCLUDED</b>					<b>-\$20,023.05</b>
<b>DUCTILE TOTAL ALL BID ITEM - TAX NOT INCLUDED</b>			<b>3818.50</b>		<b>-\$18,030.08</b>
<b>RESTRAINT TOTAL ALL BID ITEM - TAX NOT INCLUDED</b>			<b>127.90</b>		<b>-\$1,992.97</b>
<b>VALVE TOTAL ALL BID ITEM - TAX NOT INCLUDED</b>					<b>\$0.00</b>
<b>FAS TOTAL ALL BID ITEM - TAX NOT INCLUDED</b>					<b>\$0.00</b>
<b>EXPANSION JOINT TOTAL ALL BID ITEM - TAX NOT INCLUDED</b>					<b>\$0.00</b>
<b>COUPLING TOTAL ALL BID ITEM - TAX NOT INCLUDED</b>					<b>\$0.00</b>
<b>C-900 / 905 AND SDR-26 / 35 PVC TOTAL ALL BID ITEM - TAX NOT INCLUDED</b>					<b>\$0.00</b>
<b>STAINLESS TOTAL ALL BID ITEM - TAX NOT INCLUDED</b>					<b>\$0.00</b>
<b>SUPPORT TOTAL ALL BID ITEM - TAX NOT INCLUDED</b>					<b>\$0.00</b>
<b>MISC TOTAL ALL BID ITEM - TAX NOT INCLUDED</b>					<b>\$0.00</b>
<b>GRAND TOTAL ALL BID ITEM - TAX NOT INCLUDED</b>					<b>-\$20,023.05</b>

**Notes:**

- All Ductile Iron MJ Fitting Quoted C153 (Compact)
- All Fitting and Valves Quoted Less Accessories
- All Buried Ductile Iron Pipe and MJ Fitting Quoted Bituminous Coated
- All Flange Pipe and Fitting Quoted Prime Coated
- All Ductile Iron Pipe and Fitting Quoted Cement or Protecto 401 Lined as noted above
- All Ductile Iron Fitting (MJ & Flange) Quoted Are Globally Sourced
- All Ductile Iron Run Pipe prices are good for 1 year from Bid Date. After the one year period there will be a price increase of 3% and additional 3% for every 6 month after that.  
This escalation is from the pipe manufacturer and they have stated that it is not negotiable.
- Due to the volatile raw market All C-900 PVC, C-905 PVC, HDPE, SDR 35, Sch 80 PVC, Sch 40 PVC, Stainless Steel, Copper & Brass Pipe, Fittings, Valves, etc will/may need to be re-quoted at the time of purchase. Pricing Subject to Availability.  
\*\*\* PVC prices are good till October 9, 2020

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<u>QTY</u>	<u>SIZE</u>	<u>DESCRIPTION</u>	<u>WEIGHT</u> <u>EACH</u>	<u>UNIT \$</u>	<u>EXT \$</u>
------------	-------------	--------------------	------------------------------	----------------	---------------

9. McDade Waterworks, Inc. reserves the right to apply "Price in Effect" at time of delivery due to shortages and/or further tariff declarations by state or federal agencies. McDade Waterworks, Inc will not be responsible for industry price changes or shortages beyond our control as a result of changes to current tariff law.
10. Due to the volatility of the raw PVC material market this quotation is valid until \_\_\_\_\_, at which time the order must be placed or this quotation is automatically voided . Prices are firm if order is released by \_\_\_\_\_ for shipment completed by \_\_\_\_\_. Pricing and order acceptance is contingent upon the selected PVC manufacturer receiving collectively sufficient orders to meet minimum run requirements . All backorders will be shipped , "Price In Effect" at time of shipment, If for any reason pipe is delivered after the terms of this quotation .
11. All valve boxes quoted less extension stem unless noted otherwise.
12. Flange Accessories Set Prices are Firm for 14 Days from Bid Date, & Must Ship Within 28 Working Days from Bid Date.
14. Pipe Supports - Do not include engineering calculations (ie. wind, seismic, etc). We can recommend someone who can provide this information if requested.
15. Line drawings are not included. If needed add \$1,000.00 per sheet.
16. No Spare Parts for any components on take-off are included, unless noted otherwise.
17. Electric Actuators are quoted Open/Close service, Unless stated otherwise.
18. Valve warranty for project is (2) years from date of shipment. Extended warranty can be purchased for a additional 1% of the purchase price for each additional year warranty up to 3 year maximum from date of shipment.

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The above quotation is **our** interpretation of the plans and specifications and should be reviewed by **your** firm for accuracy. Prices do not include valve boxes, ext stems, wrenches, start-up services, etc. unless specifically noted in our quotation. Prices are based on full freight allowed truckload shipments to the project. Additional materials ordered will be furnished on a case by case basis.

Terms: Net 30 Days  
FOB: S/P - FFA to Jobsite (Based on Terms Above)

Please call should you have any questions or need any additional pricing.

Sincerely,

Mike Worrell



**South Regional Water Reclamation Facility  
PCO #030 - Add Ventilation Openings to NaOCl Building**

**Labor & Materials**

Superintendent	2 MH @ \$140/MH	\$	280.00
Foreman	4 MH @ \$100/MH	\$	400.00
Laborer	8 MH @ \$75/MH	\$	600.00
Materials (See attached materials list)		\$	2,190.82
<b>Subtotal:</b>		<b>\$</b>	<b>3,470.82</b>
<b>5% Contractor's Fee:</b>		<b>\$</b>	<b>173.54</b>
(Agreement, Article 14.4.1.1)			
<b>Contractor Total:</b>		<b>\$</b>	<b>3,644.36</b>

**Field Services**

None		\$	-
<b>Subtotal:</b>		<b>\$</b>	<b>-</b>
<b>5% Contractor's Fee:</b>		<b>\$</b>	<b>-</b>
(Agreement, Article 14.4.1.1)			
<b>Subcontractor Total:</b>		<b>\$</b>	<b>-</b>

**Supplemental**

Equipment (Manlift 1 Day @ \$400/Day)		\$	400.00
Tax on Materials (7.0%)		\$	153.36
Additional Bond & Insurance		\$	37.60
<b>Subtotal:</b>		<b>\$</b>	<b>590.96</b>
<b>0% Contractor's Fee:</b>		<b>\$</b>	<b>-</b>
(Agreement, Article 14.4.1.2)			
<b>Other Total:</b>		<b>\$</b>	<b>590.96</b>

**Credits**

None		\$	-
<b>Subtotal:</b>		<b>\$</b>	<b>-</b>
<b>5% Contractor's Fee:</b>		<b>\$</b>	<b>-</b>
(Agreement, Article 14.4.1.3 & 14.4.1.4)			
<b>Credits Total:</b>		<b>\$</b>	<b>-</b>

<b>PCO #030 Total: \$ 4,235.32</b>
<b>*Additional Contract Time Required: 0 days</b>

## Materials

Supplier	Quantity	Item	Unit	Total
Strongwell	1	(6) 10" Openings in FRP Panels	\$ 400.00	\$ 400.00
PVCPipeSupplies.com	1	(6) 8" PVC Duct Flanges	\$ 741.31	\$ 741.31
McDade	6	8" 316 SS Plate Flanges (Holes to match PVC Duct Flanges)	\$ 120.00	\$ 720.00
McMaster Carr	1	(6) 316 SS Bird Screens	\$ 148.51	\$ 148.51
Marsh Fasteners	1	316 SS All Thread Rod, Nuts, Washers	\$ 181.00	\$ 181.00
				\$ -
			<b>Total:</b>	<b>\$ 2,190.82</b>

**From:** [Schallock, Samuel](#)  
**To:** [Mickey Bartlett](#)  
**Cc:** [Smith, Dan](#); [Jason Buckwalter](#)  
**Subject:** RE: Palm Bay South Regional WRF - Revised Quote #6095.1  
**Date:** Wednesday, May 12, 2021 10:10:17 AM  
**Attachments:** [image001.png](#)  
[email-signature\\_e959e9e8-6a30-4faa-914c-46edfa7f596a.png](#)

---

It's \$400.00 extra only. My brain was not firing on all cylinders when typing up the response. There are 2 panels each that are the same length that require 6 holes which is what I meant to say.



**Samuel Schallock | Estimator**  
400 Commonwealth Ave  
Bristol, VA 24201  
276-645-8382  
[sschallock@strongwell.com](mailto:sschallock@strongwell.com)  
[www.strongwell.com](http://www.strongwell.com)

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---

**From:** Mickey Bartlett <[mbartlett@rjsullivancorp.com](mailto:mbartlett@rjsullivancorp.com)>  
**Sent:** Wednesday, May 12, 2021 10:02 AM  
**To:** Schallock, Samuel <[sschallock@strongwell.com](mailto:sschallock@strongwell.com)>  
**Cc:** Smith, Dan <[dsmith@strongwell.com](mailto:dsmith@strongwell.com)>; Jason Buckwalter <[jbuckwalter@rjsullivancorp.com](mailto:jbuckwalter@rjsullivancorp.com)>  
**Subject:** RE: Palm Bay South Regional WRF - Revised Quote #6095.1

Samuel,

It would be 6 openings in 4 panels, so can I assume \$800.00 for the increase? We will be happy to give you the layout for the openings before fabrication.

Thanks,

**Mickey Bartlett**  
**Project Manager**  
**R.J. Sullivan Corp.**  
**2001 NW 22<sup>nd</sup> St.**  
**Pompano Beach, FL 33069**  
**Office 954-975-0388**  
**Cell 561-262-2515**

---

**From:** Schallock, Samuel <[sschallock@strongwell.com](mailto:sschallock@strongwell.com)>  
**Sent:** Wednesday, May 12, 2021 9:29 AM  
**To:** Mickey Bartlett <[mbartlett@rjsullivancorp.com](mailto:mbartlett@rjsullivancorp.com)>

**Cc:** Smith, Dan <[dsmith@strongwell.com](mailto:dsmith@strongwell.com)>; Jason Buckwalter <[jbuckwalter@rjsullivancorp.com](mailto:jbuckwalter@rjsullivancorp.com)>

**Subject:** RE: Palm Bay South Regional WRF - Revised Quote #6095.1

Typically we recommend that these be filled cut to ensure the correct location. We have seen in the past that sometimes predrilling the holes do not line up with the pipe and the contractor has to order a plain panel to fix the problem.

We have no problem in cutting them out for you here in our shop but you will have to provide all the exact dimensions of each hole before we cut the panel. The extra cost will be \$400.00 for us to layout, handle and CNC 6 - 8" openings in two panels.



**Samuel Schallock | Estimator**

400 Commonwealth Ave

Bristol, VA 24201

276-645-8382

[sschallock@strongwell.com](mailto:sschallock@strongwell.com)

[www.strongwell.com](http://www.strongwell.com)

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---

**From:** Mickey Bartlett <[mbartlett@rjsullivancorp.com](mailto:mbartlett@rjsullivancorp.com)>

**Sent:** Wednesday, May 12, 2021 8:19 AM

**To:** Schallock, Samuel <[sschallock@strongwell.com](mailto:sschallock@strongwell.com)>

**Cc:** Smith, Dan <[dsmith@strongwell.com](mailto:dsmith@strongwell.com)>; Kerley, Chris <[ckerley@strongwell.com](mailto:ckerley@strongwell.com)>; Jason Buckwalter <[jbuckwalter@rjsullivancorp.com](mailto:jbuckwalter@rjsullivancorp.com)>

**Subject:** RE: Palm Bay South Regional WRF - Revised Quote #6095.1

Good Morning Samuel,

Does this cost include the 10" openings for the 8" vents? If not, I need you to include them. I will confirm the opening size before fabrication, but I am pretty sure on the 10".

Thanks,

**Mickey Bartlett**  
**Project Manager**  
**R.J. Sullivan Corp.**  
**2001 NW 22<sup>nd</sup> St.**  
**Pompano Beach, FL 33069**  
**Office 954-975-0388**  
**Cell 561-262-2515**

---

**From:** Schallock, Samuel <[sschallock@strongwell.com](mailto:sschallock@strongwell.com)>

# Shopping Cart

Proceed To Checkout

Quick Add to Cart

Enter SKU or MPN

1

+

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x Enter SKU or MPN

1

+

-


x Enter SKU or MPN

1

+

-

Add RowAdd To Cart

PRODUCT	PRICE	QTY	SUBTOTAL
<div><div><b>8" PVC DUCT FLANGE,</b> <b>1034-SF-08</b> <i>SKU: 1034-SF-08</i></div></div>	<div>Qty</div> <div>6</div>	\$120.99	\$725.94

Empty CartUpdate Shopping Cart-OR-Continue Shopping

## ESTIMATE SHIPPING AND TAX

ZIP \*

STATE \*

325

Florida

Commercial

No Liftgate

Estimate Shipping

## Shipping Rate

Shipping - \$15.37

UPDATE TOTAL

SUBTOTAL	\$725.94
SHIPPING & HANDLING (SHIPPING RATE - SHIPPING)	\$15.37

GRAND TOTAL \$741.31

Proceed To Checkout

PayPal Pay in 4 interest-free payments

**From:** [Wesley Bunn](#)  
**To:** [Jason Buckwalter](#); [Mike Worrell](#); [Paul LaBombard](#)  
**Subject:** RE: Palm Bay SRWRF PCO #030 - Add Ventilation Openings to NaOCl Building  
**Date:** Tuesday, June 01, 2021 1:18:35 PM

---

Jason – here you go.

316SS Plate – 1/8” Thick – Domestic Melt & Manufacture – Laser Cut

6 ea 8.75” ID X 13.50” OD, (8) 7/8” Holes on 11.75” BC \$120.00/each

Thank you,

Wesley G. Bunn V.P.

Main Office Phone: (813) 740-1144

Cellular Phone: (813) 376-0057

Fax: (813) 627-9387

E-Mail: [wgbunn@mcdadewaterworks.com](mailto:wgbunn@mcdadewaterworks.com) Web: <http://www.mcdadewaterworks.com>

Mailing: P.O. Box 16039 - Tampa, FL 33687-6039 Physical: 6520 Harney Road - Tampa FL. 33610

---

**From:** Jason Buckwalter <[jbuckwalter@rjsullivancorp.com](mailto:jbuckwalter@rjsullivancorp.com)>  
**Sent:** Wednesday, May 26, 2021 11:58 AM  
**To:** Wesley Bunn <[wgbunn@MCDADEWATERWORKS.COM](mailto:wgbunn@MCDADEWATERWORKS.COM)>; Mike Worrell <[mike@MCDADEWATERWORKS.COM](mailto:mike@MCDADEWATERWORKS.COM)>; Paul LaBombard <[paul@MCDADEWATERWORKS.COM](mailto:paul@MCDADEWATERWORKS.COM)>  
**Subject:** Palm Bay SRWRF PCO #030 - Add Ventilation Openings to NaOCl Building

Guys,

This one’s easy - could you please give me a price for:

24 – 8” 316 Stainless Steel Plate Flanges (don’t forget AIS requirement)

Thanks,

Jason Buckwalter  
R.J. Sullivan Corp  
Office 954-975-0388  
Mobile 954-592-7617



5 deliver tomorrow, 1 delivers Monday

1	Precision Wire Cloth	6	\$21.76	\$130.56
	316 Stainless Steel, 10 x 10 Mesh Size, 12" x 12"	Each	Each	
	9656T13			
	Sheet Size			
	12" x 12"			

Merchandise	130.56
Shipping	17.95
Tax	9.14
<b>Total</b>	<b>\$157.65</b>

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Jupiter, FL 33458

Mickey Bartlett  
R J Sullivan Corp.  
2201 NW 22nd Street  
Pompano Beach, FL 33069

25798

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50	NHST1/4-20	1/4-20 Finish Hex Nut 316 Stainless DOMESTIC	0.9000	--	45.00
24	TRST1/4-20	1/4-20 Threaded Rod Type 316 Stainless DOMESTIC	4.2500	--	102.00
50	WFTS1/4	1/4 Flat Washer 316 Stainless DOMESTIC	0.4000	--	20.00
			MERCHANDISE QUOTATION TOTAL \$		167.00
			SHIPPING & HANDLING \$		14.00
			STATE SALES TAX \$		10.02
			COUNTY SALES TAX \$		1.67
			QUOTATION TOTAL \$		192.69



**South Regional Water Reclamation Facility  
PCO #033 - Chain Link Gates**

**Labor & Materials**

Superintendent	\$140/MH	\$	-
Foreman	\$100/MH	\$	-
Laborer	\$75/MH	\$	-
Materials (See attached materials list)		\$	-
<b>Subtotal:</b>		<b>\$</b>	<b>-</b>
<b>5% Contractor's Fee:</b>		<b>\$</b>	<b>-</b>
(Agreement, Article 14.4.1.1)			
<b>Contractor Total:</b>		<b>\$</b>	<b>-</b>

**Field Services**

Superior Fence & Rail of Brevard County, Inc.	\$	1,225.00
<b>Subtotal:</b>		<b>\$ 1,225.00</b>
<b>5% Contractor's Fee:</b>		<b>\$ 61.25</b>
(Agreement, Article 14.4.1.1)		
<b>Subcontractor Total:</b>		<b>\$ 1,286.25</b>

**Supplemental**

Equipment	\$	-
Tax on Materials (7.0%)	\$	-
Additional Bond & Insurance	\$	11.52
<b>Subtotal:</b>		<b>\$ 11.52</b>
<b>0% Contractor's Fee:</b>		<b>\$ -</b>
(Agreement, Article 14.4.1.2)		
<b>Other Total:</b>		<b>\$ 11.52</b>

**Credits**

None	\$	-
<b>Subtotal:</b>		<b>\$ -</b>
<b>5% Contractor's Fee:</b>		<b>\$ -</b>
(Agreement, Article 14.4.1.3 & 14.4.1.4)		
<b>Credits Total:</b>		<b>\$ -</b>

<b>PCO #033 Total: \$ 1,297.77</b>
<b>Additional Contract Time Required: 0 days</b>



Superior Fence & Rail of Brevard County, Inc.  
2778 N. Harbor City Blvd.  
Melbourne, FL 32935  
321-636-2829  
[www.SuperiorFenceOfFlorida.com](http://www.SuperiorFenceOfFlorida.com)  
15-FE-CT-00041

**Mickey Bartlett**  
**Project Manager**  
**R.J. Sullivan Corp.**  
**2001 NW 22<sup>nd</sup> St.**  
**Pompano Beach, FL 33069**  
**Office 954-975-0388**  
**Cell 561-262-2515**

**5/5/2021**

We are pleased to provide the following quote:

**Place of Performance:**

Palm Bay Regional Water Reclamation Facility  
Osmosis Dr. SE  
Palm Bay, Florida

**Change Order:**

**Gates:**

**Upgrade 12' gate to 16' gate (2 - 8' leafs)**  
**Upgrade 12' gate to 24' gate (2 - 12' leafs)**

**Add \$275 per set of gates**  
**Add \$950 per set of gates**

For any questions or comments please contact me by phone (work 321-636-2829 cell 321-403-6741) or by e-mail ([todd@superiorfenceandrail.com](mailto:todd@superiorfenceandrail.com)). References or additional documents supplied upon request.

Regards,

Todd M. Paroline  
President  
Superior Fence & Rail of Brevard County, Inc.



## LEGISLATIVE MEMORANDUM

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

**FROM:** Suzanne Sherman, Acting City Manager

**THRU:** Christopher A. Little, P.E.; Juliet Misconi; Yvonne McDonald

**DATE:** 11/5/2020

**RE:** Award of Bid: New plant construction, South Regional Water Reclamation Facility – IFB 39-0-2020 – Utilities Department (RJ Sullivan Corporation - \$24,458,000).

The Utilities Department will be constructing the new South Regional Water Reclamation Facility (SRWRF). The SRWRF is needed to meet the increasing demand for wastewater treatment capacity. This project is planned for construction in multiple phases. This phase will be the construction of the SRWRF with an initial 1.0 MGD of new treatment capacity utilizing membrane biological reactor treatment technology.

Eight (8) bids were received in response to the City's solicitation. Procurement staff have reviewed the bids for responsiveness. One bid was deemed non-responsive for failing to furnish the proper bid bond amount. The Utilities Department's consulting engineer, Wade Trim, Inc., evaluated the bids for responsiveness and ability to perform the scope of services. The engineer's analysis is attached. In addition, the Procurement Department requested additional qualification submittals from the apparent low, in accordance with the IFB documents, to include: Bidder's certifications and licenses to perform the work, preliminary progress schedule, and preliminary schedule of values. The Procurement department also sent out reference check requests to City of Pt. St. Lucie, Broward County, Palm Beach County, and City of Hollywood; both Pt. St. Lucie and Broward County responded and provided positive references. The Utilities Director, through the Procurement Department, asked additional investigative questions of the bidder and reviewed all documentation provided by the bidder. The Department found the lowest responsive bid to be acceptable.

Funding for the SRWRF Construction will be provided by a low interest loan via the Florida Department of Environmental Protection's (FDEP) State Revolving Fund (SRF). Council approved 1) the SRF Capital Financing Plan and authorized submission of the plans to FDEP on June 20, 2019, Resolution 2019-18; and 2) the State Revolving Loan Program loan application on December 5, 2019, Resolution 2019-54 with a requested loan amount of \$35,926,800. The construction loan agreement was executed by FDEP on April 9, 2020 for \$20M. On August 12, 2020, FDEP adopted their FY2021 SRF Priority List, and the City was authorized as a Tier 1 applicant to receive an additional \$12M. With the additional authorized funds, the City will have approximately \$32M available to fund the project. FDEP is preparing the amendment to the agreement to add the additional funds, and these funds will be available in the first quarter of 2021 or sooner.

Staff recommends RJ Sullivan Corporation out of Pompano Beach, Florida as the contractor award of IFB 39-0-2020/JG, South Regional Water Reclamation Facility Construction, in the amount of

\$24,458,000.

Local preference was not applied, as the bids exceed \$1 million.

**REQUESTING DEPARTMENT:**

Utilities, Finance, Procurement

**FISCAL IMPACT:**

South Regional Facility (SRF) funding to cover twenty million dollars of the \$24,458,000 project cost, on a reimbursable basis, was received in FY 20. Funding to cover the balance has been recognized by SRF in FY 21 and an Agreement is expected to be entered into prior to expenditure of the first \$20 million. Funding to cover the full amount is currently budgeted in the Utilities Department's Connection Fee Fund 433-8031-535-6221 based on anticipated funding from SRF. In the unlikely event an agreement is not entered into to cover the remaining \$4.5 million cost, Utilities will move funding from other budgeted projects to cover the full cost of the project.

**RECOMMENDATION:**

Motion to approve award of IFB #39-0-2020/JG, SRWRF New Plant Construction to RJ Sullivan Corporation located in Pompano Beach, Florida.

**ATTACHMENTS:**

**Description**

Recommendation of Award from Wade Trim

Tabulation

SRF Priority List FY2020

SRF Priority List FY2021



## **LEGISLATIVE MEMORANDUM**

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

**FROM:** Suzanne Sherman, City Manager

**THRU:** Charleena Cox, Human Resources Director

**DATE:** 9/16/2021

**RE:** Resolution 2021-44, amending Resolution 2020-49, adopting Classification and Pay Plans and the Position Control Plan for employees of the City of Palm Bay (fourth amendment).

For the fourth amendment to the Position Control Plan for this fiscal year, the following changes were made:

Community & Economic Development: Eliminated one (1) vacant Administrative Secretary – PT and one (1) vacant BCRA Administrator.

Human Resources Department: Reclassification of 1 vacant HR Benefits Manager position to 1 HR Analyst II. This change is to assist with the current needs of the HR Department and will not create a budgetary impact.

Police Department: Moving 6 positions (1 Sergeant and 5 Police Officers) from the Investigations to the Uniform Services Division. No fiscal impact.

Recreation Department: Eliminating 1 vacant Recreation Leader and adding 1 Special Events Coordinator position needed to help fulfill the need for more large Special Events in our City. Funding comes from the Departments current budget.

Utilities Department: Reclassified one (1) Treatment Plant Operator Class C to a Class B and one (1) Treatment Plant Operator Trainee to a Class C. Reclassified one (1) Customer Service Clerk to a Records Specialist position as that position reflects the actual duties and responsibilities performed by the employee and needed by the department. of the Funding comes from departments current budget.

### **REQUESTING DEPARTMENT:**

Community & Economic Development, Utilities, Recreation, Human Resources, Police Department

### **RECOMMENDATION:**

Motion to approve the amended resolution.

**ATTACHMENTS:****Description**

Resolution 2021-44

Resolution 2021-44, Exhibit A

Resolution 2021-44, Exhibit B

## RESOLUTION 2021-44

**A RESOLUTION OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING RESOLUTION 2021-49, AMENDED BY RESOLUTIONS 2021-05, 2021-16, AND 2021-35, ADOPTING THE CLASSIFICATION AND PAY PLANS AND THE POSITION CONTROL PLAN FOR EMPLOYEES OF THE CITY OF PALM BAY FOR FISCAL YEAR 2020-2021; RESCINDING RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Palm Bay's Personnel Policies, Rules 12 and 13, require that Pay Plans be adopted for the employees of the City of Palm Bay, and

**WHEREAS**, the City of Palm Bay desires to amend the Position Control Plan.

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

**SECTION 1.** The City Council hereby amends Resolution 2021-49, as amended by Resolutions 2021-05, 2021-16, and 2021-35, adopting the Classification and Pay Plans for the City of Palm Bay employees and the Position Control Plan, which are, by reference, incorporated herein as Exhibits 'A' and 'B'.

**SECTION 2.** All resolutions or parts of resolutions in conflict herewith are hereby superseded and rescinded.

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

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

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Rob Medina, MAYOR

ATTEST:

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Terese M. Jones, CITY CLERK



**FY 21 General Alpha  
Current Positions in Position Control\***

Group	Position Title	Position #	Grade	Department	Range Min	Range Max
G3	ACCOUNTANT I	1151	N	City Wide	\$37,831	\$56,680
G3	ACCOUNTANT II	1136	U	Finance	\$46,284	\$69,467
G3	ACCCOUNTING/PROCUREMENT ASSISTANT	2717	R	Utilities	\$42,446	\$63,663
G3	ADMINISTRATIVE ASSISTANT	2818	M	City Wide	\$36,760	\$55,061
G3	ADMINISTRATIVE SECRETARY	2801	F	City Wide	\$30,086	\$44,967
G2	ADMINISTRATIVE SERVICES MGR	2432	W	Utilities	\$49,038	\$73,634
G3	ADMINISTRATIVE SUPERVISOR	1826	R	Parks & Recreation	\$42,446	\$63,663
G3	APPLICATION ANALYST	1503	T	Information Technology	\$44,967	\$67,475
G3	ASSET MANAGEMENT SPECIALIST	2548	R	Utilities	\$42,446	\$63,663
G3	ASSISTANT CITY ATTORNEY	2910	V	City Attorney	\$47,641	\$71,520
G2	ASSISTANT FINANCE DIRECTOR	1150	AG	Finance	\$65,541	\$98,595
G2	ASSISTANT GROWTH MGMT DIRECTOR	1911	AG	Growth Management	\$65,541	\$98,595
G2	ASSISTANT PUBLIC WORKS DIRECTOR	2326	AG	Public Works	\$65,541	\$98,595
G2	ASSISTANT UTILITIES DIRECTOR	2726	AG	Utilities	\$65,541	\$98,595
G3	BILLING & COLL COORDINATOR	1152	R	Utilities	\$42,446	\$63,663
G3	BILLING & COLL MANAGER	1148	U	Finance	\$46,284	\$69,467
G3	BUDGET ANALYST	1122	X	Finance	\$50,478	\$75,811
G3	BUDGET OFFICER - POLICE	2274	X	Police	\$50,478	\$75,811
G3	BUILDING SERVICES & FLOOD PLAIN COORD.	1243	U	Growth Management	\$46,284	\$69,467
G3	BUSINESS DEVELOPMENT COORDINATOR	2002	P	Community & Economic Dev.	\$40,070	\$60,068
G2	BUSINESS OPERATIONS DIV MANAGER	2727	AB	Utilities	\$56,680	\$85,194
G3	CASH MANAGEMENT COORDINATOR	1117	O	Finance	\$38,934	\$58,350
G2	CHIEF ACCOUNTANT	1156	AD	Finance	\$60,068	\$90,318
G2	CHIEF BUILDING OFFICIAL	1207	AN	Building	\$80,364	\$121,017
G1	CHIEF PROCUREMENT OFFICER	1112	AN	Procurement	\$80,364	\$121,017
G1	CITY ATTORNEY	2901	N/A	City Attorney	Contract	Contract
G1	CITY CLERK	1601	AP	Legislative	\$85,194	\$128,322
G1	CITY ENGINEER	2302	AN	Public Works	\$80,364	\$121,017
G1	CITY MANAGER	1701	BB	Office of City Manager	\$121,017	\$182,507
G3	CITY SURVEYOR	2427	V	Public Works	\$47,641	\$71,520
G1	COMMUNITY & ECONOMIC DEV. DIRECTOR	1020	AN	Community & Economic Dev.	\$80,364	\$121,017
G3	COMMUNITY INFORMATION COORDINATOR	1209	Q	Community & Economic Dev.	\$41,241	\$61,839
G3	COMMUNITY OUTREACH COORDINATOR	2541	Q	City Wide	\$41,241	\$61,839
G2	COMMUNITY SERVICES ADMINISTRATOR	2272	AB	Police	\$56,680	\$85,194
G2	CONSTRUCTION PROJECT MANAGER	1801	AB	Facilities	\$56,680	\$85,194
G3	CRIME ANALYST	2244	P	Police	\$40,070	\$60,068
G3	CUSTOMER SERVICE COORDINATOR	1149	Q	Finance/Utilities	\$41,241	\$61,839
G3	CUSTOMER SERVICE MANAGER	2815	U	City Wide	\$46,284	\$69,467
G3	DATABASE ADMINISTRATOR - CMMS	2820	R	Utilities	\$42,446	\$63,663
G3	DEPUTY BUILDING OFFICIAL	1909	AG	Building	\$65,541	\$98,595
G1	DEPUTY CITY ATTORNEY	2902	AP	City Attorney	\$85,194	\$128,322
G1	DEPUTY CITY CLERK	1602	AD	Legislative	\$60,068	\$90,318

**FY 21 General Alpha**  
**Current Positions in Position Control\***

Group	Position Title	Position #	Grade	Department	Range Min	Range Max
G1	DEPUTY CITY MANAGER	1001	AP	Office of the City Manager	\$85,194	\$128,322
G2	DEPUTY FIRE CHIEF	1201	AG	Fire	\$65,541	\$98,595
G2	DEPUTY POLICE CHIEF	2246	AH	Police	\$67,475	\$101,521
G1	DIRECTOR OF INFORMATION TECHNOLOGY	1518	AN	Information Technology	\$80,364	\$121,017
G2	DIVISION CHIEF	1203	AD	Fire	\$60,068	\$90,318
G3	ELECTRICAL MAINTENANCE FOREMAN	2546	S	Utilities	\$43,688	\$65,541
G3	ENGINEER I	2810	X	City Wide	\$50,478	\$75,811
G3	ENGINEER II	2321	Z	City Wide	\$53,488	\$80,364
G3	ENGINEER III	2812	AB	Public Works	\$56,680	\$85,194
G3	ENVIRONMENTAL ENGINEER	2545	X	Public Works	\$50,478	\$75,811
G1	FACILITIES DIRECTOR	1800	AN	Facilities	\$80,364	\$121,017
G2	FACILITIES DIVISION MANAGER	1832	AB	Parks & Recreation	\$56,680	\$85,194
G3	FACILILTIES FOREMAN	1806	M	City Wide	\$36,760	\$55,061
G3	FIELD SERVICES SUPERINTENDENT	2621	W	Utilities	\$49,038	\$73,634
G1	FINANCE DIRECTOR	1109	AN	Finance	\$80,364	\$121,017
G1	FIRE CHIEF	1218	AO	Fire	\$82,743	\$124,615
G3	FIRE PLANS EXAMINER	1221	W	Building	\$49,038	\$73,634
G3	FISCAL ANALYST	1137	U	Finance	\$46,284	\$69,467
G2	FISCAL MANAGER	1161	AB	Finance	\$56,680	\$85,194
G2	FLEET SERVICES MNGR	1302	AB	Public Works	\$56,680	\$85,194
G3	FLEET SERVICES SPRVSR	1301	R	Public Works	\$42,446	\$63,663
G3	FOREMAN PARKS	1828	M	City Wide	\$36,760	\$55,061
G3	GIS COORDINATOR	2723	T	Utilities	\$44,967	\$67,475
G1	GROWTH MANAGEMENT DIRECTOR	1910	AN	Growth Management	\$80,364	\$121,017
G2	HOUSING ADMINISTRATOR	2001	AA	Community & Economic Dev.	\$55,061	\$82,743
G3	HOUSING ASSISTANT	2019	K	Community & Economic Dev.	\$34,710	\$51,960
G3	HOUSING PROGRAM SPECIALIST I	2020	P	Community & Economic Dev.	\$40,070	\$60,068
G3	HOUSING PROGRAM SPECIALIST II	2021	U	Community & Economic Dev.	\$46,284	\$69,467
G3	HR BENEFITS ANALYST	1407	T	Human Resources	\$44,967	\$67,475
G2	HR BENEFITS MANAGER	1408	AB	Human Resources	\$56,680	\$85,194
G3	HR WELLNESS COORDINATOR	1403	P	Human Resources	\$40,070	\$60,068
G3	HUMAN RESOURCES ANALYST I	1413	P	Human Resources	\$40,070	\$60,068
G3	HUMAN RESOURCES ANALYST II	1402	T	Human Resources	\$44,967	\$67,475
G1	HUMAN RESOURCES DIRECTOR	1404	AN	Human Resources	\$80,364	\$121,017
G2	HUMAN RESOURCES MANAGER	1405	AB	Human Resources	\$56,680	\$85,194
G3	IT SUPPORT SPECIALIST	1513	R	Information Technology	\$42,446	\$63,663
G3	LITIGATION PARALEGAL	2906	V	City Attorney	\$47,641	\$71,520
G3	LOGISTICS DIVISION MNGR	2232	X	Police	\$50,478	\$75,811
G3	MAINTENANCE SUPERINTENDENT	2724	W	Public Works	\$49,038	\$73,634
G3	MAINT SUPERVISOR UTIL	2511	R	Utilities	\$42,446	\$63,663
G3	MANAGEMENT ANALYST	2814	T	City Wide	\$44,967	\$67,475
G3	MOBILE DEVICE SUPPORT SPECIALIST	1510	R	Information Technology	\$42,446	\$63,663

**FY 21 General Alpha**  
**Current Positions in Position Control\***

Group	Position Title	Position #	Grade	Department	Range Min	Range Max
G3	NETWORK ADMINISTRATOR	1514	V	Information Technology	\$47,641	\$71,520
G3	OFFICE MANAGER	2803	N	City Wide	\$37,831	\$56,680
G2	OPERATIONS DIVISION MANAGER	2605	AB	Utilities	\$56,680	\$85,194
G3	OPERATIONS FOREMAN	2404	M	Public Works	\$36,760	\$55,061
G3	OPERATIONS MANAGER	1234	X	Fire	\$50,478	\$75,811
G3	OPERATIONS SUPERINTENDENT	2410	W	Public Works	\$49,038	\$73,634
G3	OPERATIONS SUPERVISOR - PW	2409	R	Public Works	\$42,446	\$63,663
G3	PARK RANGER/NATURALIST	1809	K	Parks & Recreation	\$34,710	\$51,960
G1	PARKS & RECREATION DIR	1810	AN	Parks & Recreation	\$80,364	\$121,017
G2	PARKS DIVISION MANAGER	1830	AB	Parks & Recreation	\$56,680	\$85,194
G3	PAYMASTER	1135	W	Finance	\$49,038	\$73,634
G3	PAYROLL & ACCOUNTING ASSISTANT	1180	P	Human Resources	\$40,070	\$60,068
G3	PLANNER	1902	R	Growth Management	\$42,446	\$63,663
G3	PRINCIPAL PLANNER	1913	Z	Growth Management	\$53,488	\$80,364
G3	PLANS EXAMINER	1229	W	Building	\$49,038	\$73,634
G1	POLICE CHIEF	2216	AO	Police	\$82,743	\$124,615
G2	POLICE COMMANDER	2267	AF	Police	\$63,663	\$95,753
G2	PROJECT MANAGER	1507	X	Information Technology	\$50,478	\$75,811
G3	PROJECT SPECIALIST	2273	R	Police	\$42,446	\$63,663
G2	PUBLIC INFORMATION OFFICER	1213	AB	Community & Economic Dev.	\$56,680	\$85,194
G3	PUBLIC WORKS ACCOUNTANT	2317	X	Public Works	\$50,478	\$75,811
G1	PUBLIC WORKS DIRECTOR	2310	AN	Public Works	\$80,364	\$121,017
G2	PUBLIC WORKS DIV MGR	2416	AB	Public Works	\$56,680	\$85,194
G3	PROCUREMENT AGENT I	1155	P	Procurement	\$40,070	\$60,068
G3	PROCUREMENT AGENT II	1154	R	Procurement	\$42,446	\$63,663
G3	PROCUREMENT AGENT III	1153	T	Procurement	\$44,967	\$67,475
G2	PROCUREMENT MANAGER	1113	AB	Procurement	\$56,680	\$85,194
G3	RECORDS ADMINISTRATOR	1605	O	Legislative	\$38,934	\$58,350
G2	RECREATION DIVISION MANAGER	1834	AB	Parks & Recreation	\$56,680	\$85,194
G3	RECREATION SUPERVISOR	1816	R	Parks & Recreation	\$42,446	\$63,663
G2	RISK MANAGER	1406	AB	City Attorney	\$56,680	\$85,194
G3	RISK MANAGER ASSISTANT	1418	M	City Attorney	\$36,760	\$55,061
G3	SAFETY & SECURITY COORDINATOR	2911	T	City Attorney	\$44,967	\$67,475
G3	SECTION SUPERVISOR	2233	P	City Wide	\$40,070	\$60,068
G3	SENIOR ACCOUNTANT	1121	X	Finance	\$50,478	\$75,811
G2	SENIOR BUILDING INSPECTOR	1244	AB	Building	\$56,680	\$85,194
G3	SENIOR PLANNER	1900	W	Building	\$49,038	\$73,634
G3	SPECIAL EVENTS COORDINATOR	1022	R	Parks & Recreation	\$42,446	\$63,663
G3	SPECIAL PROJECTS MANAGER	2436	X	City Wide	\$50,478	\$75,811
G3	SR PLANS EXAMINER	1248	Z	Building	\$53,488	\$80,364
G3	SUPPORT SERVICES COORDINATOR	2515	U	Utilities	\$46,284	\$69,467
G3	SURVEY PARTY CHIEF	2419	M	Public Works	\$36,760	\$55,061

**FY 21 General Alpha**  
**Current Positions in Position Control\***

Group	Position Title	Position #	Grade	Department	Range Min	Range Max
G3	SURVEYING SUPERINTENDENT	2428	W	Public Works	\$49,038	\$73,634
G3	SYSTEMS ADMINISTRATOR	2704	V	CIT	\$47,641	\$71,520
G3	TELEPHONE ADMINISTRATOR	1508	V	Information Technology	\$47,641	\$71,520
G3	TRAFFIC ENGINEER/PLANNER	1908	AB	Growth Management	\$56,680	\$85,194
G3	TRAINING & EMPLOYEE DEVELOPMENT ADMINR	1417	X	Human Resources	\$50,478	\$75,811
G3	UTILITIES ACCOUNTANT	2720	X	Utilities	\$50,478	\$75,811
G3	UTILITIES BILLING & COLLECTIONS SUPERVISOR	1160	T	Utilities	\$44,967	\$67,475
G3	UTILITIES COMMUNITY OUTREACH COOR	2534	Q	Utilities	\$41,241	\$61,839
G3	UTILITIES COMPLIANCE DIVISION MANAGER	2736	AB	Utilities	\$56,680	\$85,194
G3	UTILITIES COMPLIANCE SPECIALIST	2735	T	Utilities	\$44,967	\$67,475
G3	UTILITIES CUSTOMER CARE MANAGER	1162	W	Utilities	\$49,038	\$73,634
G3	UTILITIES CUSTOMER CARE SUPERVISOR	1159	R	Utilities	\$42,446	\$63,663
G1	UTILITIES DIRECTOR	2710	AN	Utilities	\$80,364	\$121,017
G2	UTILITIES ENGINEER	2521	AH	Utilities	\$67,475	\$101,521
G3	UTILITIES FOREMAN	2501	O	Utilities	\$38,934	\$58,350
G3	UTILITIES PROJECT MANAGER	2737	AB	Utilities	\$56,680	\$85,194
G3	VICTIM ADVOCATE	2256	K	Police	\$34,710	\$51,960
G3	WATER DIST SUPERINTENDENT	2504	W	Utilities	\$49,038	\$73,634
G3	WATER PLANT SUPERINTENDENT	2619	W	Utilities	\$49,038	\$73,634
G3	WEB ADMINISTRATOR	1523	R	Community & Economic Dev.	\$42,446	\$63,663
G3	WORKERS COMPENSATION ADJUSTER	2908	M	City Attorney	\$36,760	\$55,061
G3	WWTR COLLECTION SUPERINTENDENT	2528	W	Utilities	\$49,038	\$73,634
G3	WWTR PLANT SUPERINTENDENT	2620	W	Utilities	\$49,038	\$73,634

**FY 21 Part-Time Alpha  
Current Positions in Position Control**

Group	Position Title	Position #	Grade	Range Min	Range Max
GP	ACCREDITATION SPECIALIST	567	P	\$40,070	\$60,068
GP	ADMINISTRATIVE ASSISTANT PT	2819	M	\$36,760	\$55,061
GP	CASHIER PT	1100	B	\$26,849	\$40,070
GA	CITY ATTORNEY EMMERITUS	2904	CAE	\$50,000	\$100,000
GP	COMMUNICATIONS OFFICER PT	2240	K	\$34,710	\$51,960
GP	CUSTOMER SERVICE CLERK PT	604	C	\$27,623	\$41,241
EF	COUNCIL MEMBERS	9999	COU	\$11,642	\$11,642
GP	DATA ENTRY CLERK PT	603	B	\$26,849	\$40,070
GP	HEO PT	521	H	\$31,854	\$47,641
GP	HUMAN RESOURCES CLERK PT	606	A	\$26,098	\$38,934
GP	LAND ACQUISITION COORDINATOR	608	T	\$44,967	\$67,475
GP	LIFEGUARD PART-TIME	013	1A	\$21,417	\$31,854
GP	MAINTENANCE WORKER PT	605	D	\$28,419	\$42,446
GT	MANAGEMENT INTERN	25	6A	\$24,660	\$36,760
EF	MAYOR	9997	MAY	\$23,284	\$23,284
GP	PLANS EXAMINER PT	554	W	\$49,038	\$73,634
PR	POLICE OFFR RECRUIT NONCERT	5002	I	\$32,778	\$49,038
GP	RECREATION AIDE PT	514	1A	\$21,417	\$31,854
GL	SCG PT	517	6A	\$24,660	\$36,760
GL	SCG SUB PT	518	6A	\$24,660	\$36,760
GP	SCG SPRVSR PT	516	F	\$30,086	\$44,967
GP	SECRETARY PT	602	D	\$28,419	\$42,446
GP	SIGN AND TRAFFIC TECHNICIAN PT	607	J	\$33,730	\$50,478
GP	SPECIAL EVENTS STAFF	15	1A	\$21,417	\$31,854
GP	SR. PLANS EXAMINER	1256	Z	\$53,488	\$80,364
GP	STOCK CLERK PT	591	A	\$26,098	\$38,934
GP	SUPPORT SERVICES CLERK PT	544	1A	\$21,417	\$31,854
GP	SWITCHBOARD OPERATOR PT	508	6A	\$24,660	\$36,760
GL	UTILITIES INTERN	2500	2A	\$22,028	\$32,778



**CITY OF PALM BAY**  
**GENERAL/PART-TIME/POLICE RECRUIT SALARY RANGES**  
**FY 21**

<b>GENERAL &amp; PART-TIME</b>									
<b>GRADE</b>	<b>MIN RATE</b>		<b>MAX RATE</b>		<b>GRADE</b>	<b>MIN RATE</b>		<b>MAX RATE</b>	
	<i>Yearly</i>	<i>Hourly</i>	<i>Yearly</i>	<i>Hourly</i>		<i>Yearly</i>	<i>Hourly</i>	<i>Yearly</i>	<i>Hourly</i>
1A	\$21,417	\$10.30	\$31,854	\$15.31	Y	\$51,960	\$24.98	\$78,054	\$37.53
2A	\$22,028	\$10.59	\$32,778	\$15.76	Z	\$53,488	\$25.72	\$80,364	\$38.64
3A	\$22,657	\$10.89	\$33,730	\$16.22	AA	\$55,061	\$26.47	\$82,743	\$39.78
4A	\$23,305	\$11.20	\$34,710	\$16.69	AB	\$56,680	\$27.25	\$85,194	\$40.96
5A	\$23,973	\$11.53	\$35,719	\$17.17	AC	\$58,350	\$28.05	\$87,718	\$42.17
6A	\$24,660	\$11.86	\$36,760	\$17.67	AD	\$60,068	\$28.88	\$90,318	\$43.42
7A	\$25,337	\$12.18	\$37,831	\$18.19	AE	\$61,839	\$29.73	\$92,996	\$44.71
A	\$26,098	\$12.55	\$38,934	\$18.72	AF	\$63,663	\$30.61	\$95,753	\$46.04
B	\$26,849	\$12.91	\$40,070	\$19.26	AG	\$65,541	\$31.51	\$98,595	\$47.40
C	\$27,623	\$13.28	\$41,241	\$19.83	AH	\$67,475	\$32.44	\$101,521	\$48.81
D	\$28,419	\$13.66	\$42,446	\$20.41	AI	\$69,467	\$33.40	\$104,535	\$50.26
E	\$29,240	\$14.06	\$43,688	\$21.00	AJ	\$71,520	\$34.38	\$107,639	\$51.75
F	\$30,086	\$14.46	\$44,967	\$21.62	AK	\$73,634	\$35.40	\$110,837	\$53.29
G	\$30,957	\$14.88	\$46,284	\$22.25	AL	\$75,811	\$36.45	\$114,131	\$54.87
H	\$31,854	\$15.31	\$47,641	\$22.90	AM	\$78,054	\$37.53	\$117,522	\$56.50
I	\$32,778	\$15.76	\$49,038	\$23.58	AN	\$80,364	\$38.64	\$121,017	\$58.18
J	\$33,730	\$16.22	\$50,478	\$24.27	AO	\$82,743	\$39.78	\$124,615	\$59.91
K	\$34,710	\$16.69	\$51,960	\$24.98	AP	\$85,194	\$40.96	\$128,322	\$61.69
L	\$35,719	\$17.17	\$53,488	\$25.72	AQ	\$87,718	\$42.17	\$132,140	\$63.53
M	\$36,760	\$17.67	\$55,061	\$26.47	AR	\$90,318	\$43.42	\$136,073	\$65.42
N	\$37,831	\$18.19	\$56,680	\$27.25	AS	\$92,996	\$44.71	\$140,124	\$67.37
O	\$38,934	\$18.71	\$58,350	\$28.05	AT	\$95,753	\$46.04	\$144,295	\$69.37
P	\$40,070	\$19.26	\$60,068	\$28.88	AU	\$98,595	\$47.40	\$148,592	\$71.44
Q	\$41,241	\$19.83	\$61,839	\$29.73	AV	\$101,521	\$48.81	\$153,018	\$73.57
R	\$42,446	\$20.41	\$63,663	\$30.61	AW	\$104,535	\$50.26	\$157,577	\$75.76
S	\$43,688	\$21.00	\$65,541	\$31.51	AX	\$107,639	\$51.75	\$162,273	\$78.02
T	\$44,967	\$21.62	\$67,475	\$32.44	AY	\$110,837	\$53.29	\$167,110	\$80.34
U	\$46,284	\$22.25	\$69,467	\$33.40	AZ	\$114,131	\$54.87	\$172,091	\$82.74
V	\$47,641	\$22.90	\$71,520	\$34.38	BA	\$117,522	\$56.50	\$177,223	\$85.20
W	\$49,038	\$23.58	\$73,634	\$35.40	BB	\$121,017	\$58.18	\$182,507	\$87.74
X	\$50,478	\$24.27	\$75,811	\$36.45	BC	\$124,615	\$59.91	\$187,951	\$90.36

**FY 21 NAGE Blue Alpha**  
**Current Positions in Position Control**

<b>Position Title</b>	<b>Position #</b>	<b>Pay Plan</b>	<b>Range Min</b>	<b>Range Max</b>
BACKFLOW PREVENT TECH I	2529	BH	\$31,854	\$47,641
CAMERA TRUCK OPERATOR	2540	BJ	\$33,730	\$50,478
ELECTRICAL TECH I	2527	BK	\$34,710	\$51,960
ELECTRICAL TECH II	2539	BN	\$37,831	\$56,680
ELECTRICIAN APPRENTICE	2506	BO	\$38,934	\$58,350
ELECTRICIAN JOURNEYMAN	2505	BQ	\$41,241	\$61,839
FIELD SERVICE REP	2524	BH	\$31,854	\$47,641
HEAVY EQUIP OPERATOR I	2817	BH	\$31,854	\$47,641
HEAVY EQUIP OPERATOR II	2437	BK	\$34,710	\$51,960
HEAVY EQUIP TECHNICIAN	1303	BM	\$36,760	\$55,061
HVAC TECHNICIAN JOURNEYMAN	1808	BN	\$37,831	\$56,680
LIGHT EQUIP TECHNICIAN	1304	BH	\$31,854	\$47,641
LINE LOCATION TECHNICIAN	2722	BH	\$31,854	\$47,641
MAINT MECHANIC	2509	BH	\$31,854	\$47,641
MAINT WORKER II	1824	BF	\$30,086	\$44,967
MAINTENANCE WORKER	2816	BD	\$28,419	\$42,446
METER TECHNICIAN	2536	BF	\$30,086	\$44,967
PARTS INVENTORY SPCLST	1306	BJ	\$33,730	\$50,478
PLUMBER	1820	BN	\$37,831	\$56,680
SHOOTING RANGE MAINT WORKER	2242	BF	\$30,086	\$44,967
SIGN AND TRAFFIC TECH	2414	BJ	\$33,730	\$50,478
SMALL EQUIPMENT TECH	1825	BF	\$30,086	\$44,967
SURVEY TRANSIT OPERATOR	2415	BF	\$30,086	\$44,967
TRADESWORKER	1821	BM	\$36,760	\$55,061
TRTMENT PLANT OP "A"	2617	BN	\$37,831	\$56,680
TRTMENT PLANT OP "B"	2616	BM	\$36,760	\$55,061
TRTMENT PLANT OP "C"	2615	BK	\$34,710	\$51,960
TRTMENT PLANT OP DUAL CERTIFIED	2728	BO	\$38,934	\$58,350
TRTMENT PLANT OP TRAIN	2614	BH	\$31,854	\$47,641
WATER QUALITY TECHNICIAN	2547	BF	\$30,086	\$44,967
WTR/SWR LINE MAINT TECH	2520	BF	\$30,086	\$44,967



**CITY OF PALM BAY**  
**NAGE BLUE SALARY RANGES**  
**FY 21**

<b>NAGE BLUE</b>				
<b>GRADE</b>	<b>MIN RATE</b>		<b>MAX RATE</b>	
	<i>Yearly</i>	<i>Hourly</i>	<i>Yearly</i>	<i>Hourly</i>
BA	\$26,098	\$12.55	\$38,934	\$18.72
BB	\$26,849	\$12.91	\$40,070	\$19.26
BC	\$31,854	\$13.28	\$41,241	\$19.83
BD	\$28,419	\$13.66	\$42,446	\$20.41
BE	\$29,240	\$14.06	\$43,688	\$21.00
BF	\$30,086	\$14.46	\$44,967	\$21.62
BG	\$30,957	\$14.88	\$46,284	\$22.25
BH	\$31,854	\$15.31	\$47,641	\$22.90
BI	\$32,778	\$15.76	\$49,038	\$23.58
BJ	\$33,730	\$16.22	\$50,478	\$24.27
BK	\$34,710	\$16.69	\$51,960	\$24.98
BL	\$35,719	\$17.17	\$53,488	\$25.72
BM	\$36,760	\$17.67	\$55,061	\$26.47
BN	\$37,831	\$18.19	\$56,680	\$27.25
BO	\$38,934	\$18.72	\$58,350	\$28.05
BP	\$40,070	\$19.26	\$60,068	\$28.88
BQ	\$41,241	\$19.83	\$61,839	\$29.73

**FY 21 NAGE White Alpha**  
**Current Positions in Position Control**

<b>Position Title</b>	<b>Position #</b>	<b>Pay Plan</b>	<b>Range Min</b>	<b>Range Max</b>
BUILDING CODE COMPLIANCE INSPECTOR	1205	WN	\$39,240	\$59,355
BUILDING INSPECTOR I	1205	WR	\$44,165	\$66,803
BUILDING INSPECTOR II	1206	WU	\$48,260	\$72,997
BUILDING INSPECTOR III	1208	WX	\$52,736	\$79,768
BUILDING INSPECTOR PROVISIONAL	1212	WO	\$40,417	\$61,134
CASHIER	1106	WB	\$27,522	\$41,629
CODE COMPLIANCE OFFICER	2101	WN	\$39,240	\$59,355
CODE COMPLIANCE TECHNICIAN	2104	WH	\$32,864	\$49,707
COMMUNICATIONS OFFICER	2225	WK	\$35,910	\$54,317
COMMUNICATIONS OFFICER TRAINEE	2238	WH	\$32,864	\$49,707
COMMUNICATIONS SHIFT SPRVSR	2237	WP	\$41,629	\$62,969
CRIME SCENE TECH I	2257	WJ	\$34,864	\$52,736
CUSTOMER ACCOUNT SPECIALIST	2806	WJ	\$34,864	\$52,736
CUSTOMER SERVICE CLERK	2808	WC	\$28,348	\$42,878
CUSTOMER SERVICE REP	1147	WH	\$32,864	\$49,707
DATA ENTRY CLERK	1210	WB	\$27,522	\$41,629
DESK BOOKING SPCLST II	2262	WM	\$38,097	\$57,624
ENGINEERING ASSIST	2305	WN	\$39,240	\$59,355
ENGINEERING INSPECTOR	2813	WN	\$39,240	\$59,355
ENGINEERING TECH II	2314	WJ	\$34,864	\$52,736
ENGINEERING TECH III	2307	WM	\$38,097	\$57,624
FATS, OILS, & GREASE INSPECTOR	2610	WI	\$33,849	\$51,200
GIS TECHNICIAN I	2733	WN	\$39,240	\$59,355
GIS TECHNICIAN II	2734	WP	\$41,629	\$62,969
GIS TECHNICIAN III	2732	WQ	\$42,878	\$64,858
INVENTORY CONTROL COORD	1225	WJ	\$34,864	\$52,736
JR ACCOUNTING CLERK	1133	WC	\$28,348	\$42,878
MATERIAL MGMT TECH	2254	WJ	\$34,864	\$52,736
PERMIT TECHNICIAN	1246	WH	\$32,864	\$49,707
PLANNING SPECIALIST	1905	WM	\$38,097	\$57,624
PLANNING TECHNICIAN	1912	WL	\$36,987	\$55,948
RECORDS COMP/ANLS SPRVSR	1230	WL	\$36,987	\$55,948
RECORDS SPECIALIST	2226	WH	\$32,864	\$49,707
RECREATION LEADER	1815	WH	\$32,864	\$49,707
SECRETARY	2804	WD	\$29,198	\$44,165
TRAINING COORD POLICE	2239	WM	\$38,097	\$57,624
UTILITIES BILLING & COLLECTIONS SPECIALIST	1157	WK	\$35,910	\$54,317
UTILITIES CUSTOMER CARE SPECIALIST	1158	WJ	\$34,864	\$52,736

UTILITIES INSPECTOR	2516	WN	\$39,240	\$59,355
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**CITY OF PALM BAY  
NAGE WHITE SALARY RANGES  
FY 21**

<b>NAGE WHITE</b>				
<b>GRADE</b>	<b>MIN RATE</b>		<b>MAX RATE</b>	
	<i>Yearly</i>	<i>Hourly</i>	<i>Yearly</i>	<i>Hourly</i>
W1A	\$21,726	10.45	\$32,864	15.80
W2A	\$22,378	10.76	\$33,849	16.27
W3A	\$23,049	11.08	\$34,864	16.76
W4A	\$23,741	11.41	\$35,910	17.26
W5A	\$24,453	11.76	\$36,987	17.78
W6A	\$25,187	12.11	\$38,097	18.32
W7A	\$25,942	12.47	\$39,240	18.87
WA	\$26,721	12.85	\$40,417	19.43
WB	\$27,522	13.23	\$41,629	20.01
WC	\$28,348	13.63	\$42,878	20.61
WD	\$29,198	14.04	\$44,165	21.23
WE	\$30,075	14.46	\$45,491	21.87
WF	\$30,977	14.89	\$46,854	22.53
WG	\$31,906	15.34	\$48,260	23.20
WH	\$32,864	15.80	\$49,707	23.90
WI	\$33,849	16.27	\$51,200	24.62
WJ	\$34,864	16.76	\$52,736	25.35
WK	\$35,910	17.26	\$54,317	26.11
WL	\$36,987	17.78	\$55,948	26.90
WM	\$38,097	18.32	\$57,624	27.70
WN	\$39,240	18.87	\$59,355	28.54
WO	\$40,417	19.43	\$61,134	29.39
WP	\$41,629	20.01	\$62,969	30.27
WQ	\$42,878	20.61	\$64,858	31.18
WR	\$44,165	21.23	\$66,803	32.12
WS	\$45,491	21.87	\$68,807	33.08
WT	\$46,854	22.53	\$70,872	34.07
WU	\$48,260	23.20	\$72,997	35.09
WV	\$49,707	23.90	\$75,189	36.15
WW	\$51,200	24.62	\$77,444	37.23
WX	\$52,736	25.35	\$79,768	38.35
WY	\$54,317	26.11	\$82,160	39.50
WZ	\$55,948	26.90	\$84,625	40.69

**FY 21 FOP Alpha List**  
**Current Positions in Position Control**

<b>Position Title</b>	<b>Position #</b>	<b>Grade</b>	<b>Range Min</b>	<b>Range Max</b>
POLICE OFFICER	<b>5001</b>	<b>POL</b>	\$41,525	\$66,638
POLICE SERGEANT	<b>5101</b>	<b>SGT</b>	\$53,559	\$81,012
POLICE LIEUTENANT	<b>5201</b>	<b>LTN</b>	\$64,111	\$94,151

Non-Certified Recruits are General positions

**CITY OF PALM BAY  
FOP STEP PLAN  
FY 21**

POSITION TITLE	GRADE	STEP	SALARY
POLICE OFFICER	POL	3	\$41,525
POLICE OFFICER	POL	4	\$42,773
POLICE OFFICER	POL	5	\$44,055
POLICE OFFICER	POL	6	\$45,376
POLICE OFFICER	POL	7	\$46,738
POLICE OFFICER	POL	8	\$48,139
POLICE OFFICER	POL	9	\$49,584
POLICE OFFICER	POL	10	\$51,072
POLICE OFFICER	POL	11	\$52,603
POLICE OFFICER	POL	12	\$54,181
POLICE OFFICER	POL	13	\$55,808
POLICE OFFICER	POL	14	\$57,482
POLICE OFFICER	POL	15	\$59,207
POLICE OFFICER	POL	16	\$60,983
POLICE OFFICER	POL	17	\$62,813
POLICE OFFICER	POL	18	\$64,697
POLICE OFFICER	POL	19	\$66,638

POSITION TITLE	GRADE	STEP	SALARY
POLICE SERGEANT (SGT 1)	SGT	5	\$53,559
POLICE SERGEANT (SGT 2)	SGT	6	\$55,166
POLICE SERGEANT (SGT 3)	SGT	7	\$56,821
POLICE SERGEANT (SGT 4)	SGT	8	\$58,526
POLICE SERGEANT (SGT 5)	SGT	9	\$60,281
POLICE SERGEANT (SGT 6)	SGT	10	\$62,090
POLICE SERGEANT (SGT 7)	SGT	AN	\$63,953
POLICE SERGEANT (SGT 8)	SGT	12	\$65,871
POLICE SERGEANT (SGT 9)	SGT	13	\$67,846
POLICE SERGEANT (SGT 10)	SGT	14	\$69,881
POLICE SERGEANT (SGT 11)	SGT	15	\$71,979
POLICE SERGEANT (SGT 12)	SGT	16	\$74,139
POLICE SERGEANT (SGT 13)	SGT	17	\$76,362
POLICE SERGEANT (SGT 14)	SGT	18	\$78,653
POLICE SERGEANT (SGT 15)	SGT	19	\$81,012

POSITION TITLE	GRADE	STEP	SALARY
POLICE LIEUTENANT (LT 1)	LTN	4	\$64,111
POLICE LIEUTENANT (LT 2)	LTN	5	\$66,035
POLICE LIEUTENANT (LT 3)	LTN	6	\$68,016
POLICE LIEUTENANT (LT 4)	LTN	7	\$70,056
POLICE LIEUTENANT (LT 5)	LTN	8	\$72,158
POLICE LIEUTENANT (LT 6)	LTN	9	\$74,323
POLICE LIEUTENANT (LT 7)	LTN	10	\$76,552
POLICE LIEUTENANT (LT 8)	LTN	11	\$78,849
POLICE LIEUTENANT (LT 9)	LTN	12	\$81,214
POLICE LIEUTENANT (LT 10)	LTN	13	\$83,651
POLICE LIEUTENANT (LT 11)	LTN	14	\$86,160
POLICE LIEUTENANT (LT 12)	LTN	15	\$88,746
POLICE LIEUTENANT (LT 13)	LTN	16	\$91,408
POLICE LIEUTENANT (LT 14)	LTN	17	\$94,151

**FY 21 IAFF Alpha List  
Current Positions in Position Control**

Position Title	Grade	Position #	Range Min	Range Max
CAREER DEV & SAFETY COORD (CDSC)	IAA	1251	\$55,516	\$83,973
FIRE DISTRICT CHIEF	IAC	6002	\$58,896	\$89,101
DRIVER/ENGINEER	IU	6003	\$46,494	\$70,326
FIRE INSPECTOR	IN	1219	\$37,803	\$57,182
FIRE LIEUTENANT	IZ	6006	\$53,900	\$81,527
FIREFIGHTER	IO	6001	\$37,803	\$58,896
PROT BREATHING APP TECH	IU	6009	\$46,494	\$70,326



**CITY OF PALM BAY  
STEP PLAN**

**IAFF  
FY 21**

	IN	IO	IU	IZ	IAA	IAC
1	\$37,803	\$37,803	\$46,494	\$53,900	\$55,516	\$58,896
2	\$38,938	\$38,937	\$47,889	\$55,517	\$57,181	\$60,687
3	\$40,106	\$40,105	\$49,325	\$57,182	\$58,897	\$62,451
4	\$41,310	\$41,308	\$50,805	\$58,898	\$60,664	\$64,353
5	\$42,549	\$42,548	\$52,329	\$60,665	\$62,484	\$66,282
6	\$43,825	\$43,824	\$53,899	\$62,485	\$64,358	\$68,266
7	\$45,140	\$45,139	\$55,516	\$64,359	\$66,289	\$70,333
8	\$46,494	\$46,493	\$57,182	\$66,290	\$68,278	\$72,455
9	\$47,889	\$47,888	\$58,897	\$68,279	\$70,326	\$74,605
10	\$49,326	\$49,324	\$60,664	\$70,327	\$72,436	\$76,837
11	\$50,805	\$50,804	\$62,484	\$72,437	\$74,609	\$79,152
12	\$52,329	\$52,328	\$64,359	\$74,610	\$76,847	\$81,522
13	\$53,900	\$53,898	\$66,289	\$76,848	\$79,153	\$83,975
14	\$55,516	\$55,515	\$68,278	\$79,154	\$81,527	\$86,511
15	\$57,182	\$57,180	\$70,326	\$81,527	\$83,973	\$89,101
16		\$58,896				

O same as N is correct, lowered O but rest  
remained same as min and max, but people  
increased pay just like GF

FY 21 Position Control Plan

DEPARTMENT DIVISION POSITIONS (FTEs)	Amended Budget FY 2020	Adopted Budget FY 2021	Revisions to FY 2021	Amended Budget FY 2021	Change from FY 2020
<b>LEGISLATIVE DEPARTMENT</b>					
Administration Division	9.00	9.00	-	9.00	-
<b>Department Total</b>	9.00	9.00	-	9.00	-
<b>OFFICE OF THE CITY MANAGER DEPT.</b>					
Administration Division	4.00	4.00	-	4.00	-
Public Information	4.00	-	-	-	(4.00)
<b>Department Total</b>	8.00	5.70	-	5.70	(2.30)
<b>OFFICE OF THE CITY ATTORNEY DEPT.</b>					
Administration Division	2.05	2.05	(0.34)	1.71	(0.34)
Risk Management Division	10.25	10.25	-	10.25	-
<b>Department Total</b>	12.30	12.30	(0.34)	11.96	(0.34)
<b>PROCUREMENT DEPARTMENT</b>					
Administration Division	7.00	7.00	-	7.00	-
<b>Department Total</b>	7.00	7.00	-	7.00	-
<b>FINANCE DEPARTMENT</b>					
Administration Division	6.00	6.00	-	6.00	-
Accounting Division	8.00	8.00	-	8.00	-
Revenue Division	5.00	5.00	-	5.00	-
<b>Department Total</b>	19.00	19.00	-	19.00	-
<b>INFORMATION TECHNOLOGY DEPARTMENT</b>					
Administration Division	12.40	12.00	2.00	14.00	1.60
<b>Department Total</b>	12.40	12.00	2.00	14.00	1.60
<b>HUMAN RESOURCES DEPARTMENT</b>					
Administration Division	7.18	7.18	1.00	8.18	1.00
Employee Health Insurance Division	2.23	2.23	(0.50)	1.73	(0.50)
Other Employee Benefits Division	2.22	2.22	(0.50)	1.72	(0.50)
<b>Department Total</b>	11.63	11.63	-	11.63	-
<b>BUILDING DEPARTMENT</b>					
Building Division	-	-	32.68	32.68	32.68
<b>Department Total</b>	-	-	32.68	32.68	32.68
<b>GROWTH MANAGEMENT DEPARTMENT</b>					
Administration Division	0.50	0.50	0.50	1.00	0.50
Land Development Division	8.60	8.90	0.10	9.00	0.40
Building Division	30.90	30.90	(30.90)	-	(30.90)
Code Compliance Division	8.80	8.80	-	8.80	-
Housing Development Division	2.00	-	-	-	(2.00)
<b>Department Total</b>	50.80	49.10	(30.30)	18.80	(32.00)
<b>COMMUNITY &amp; ECONOMIC DEVELOPMENT DEPARTMENT</b>					
Administration Division	3.00	3.00	-	3.00	-
Communications Division	-	4.00	(1.00)	3.00	3.00
Housing & Community Development	-	3.00	1.00	4.00	4.00
Bayfront Community Redev. Agency	-	1.70	(1.70)	-	-
<b>Department Total</b>	3.00	11.70	(1.70)	10.00	7.00

DEPARTMENT	Amended Budget FY 2020	Adopted Budget FY 2021	Revisions to FY 2021	Amended Budget FY 2021	Change from FY 2020
DIVISION					
<b>POSITIONS (FTEs)</b>					
<b>PARKS AND RECREATION DEPARTMENT</b>					
Administration Division	7.00	7.00	(1.00)	6.00	(1.00)
Recreation Programs Division	10.31	14.57	-	14.57	4.26
Parks Maintenance Division	24.00	31.00	-	31.00	7.00
Fred Poppe Regional Park Division	7.00	-	-	-	(7.00)
Palm Bay Aquatic Center Division	2.26	2.26	-	2.26	-
Whitlock Community Center Division	4.26	-	-	-	(4.26)
<b>Department Total</b>	<b>54.83</b>	<b>54.83</b>	<b>(1.00)</b>	<b>53.83</b>	<b>(1.00)</b>
<b>FACILITIES DEPARTMENT</b>					
Facility Maintenance Division	16.40	16.40	-	17.40	1.00
<b>Department Total</b>	<b>16.40</b>	<b>16.40</b>	<b>-</b>	<b>17.40</b>	<b>1.00</b>
<b>POLICE DEPARTMENT</b>					
Executive Division	6.67	6.67	-	6.67	-
Support Services Division	32.51	32.51	-	32.51	-
Uniform Services Division	124.00	130.00	6.00	136.00	12.00
Investigations Division	44.00	44.00	(6.00)	38.00	(6.00)
Communications Center Division	41.50	41.50	-	41.50	-
Victim Services Unit Division	2.00	2.00	-	2.00	-
<b>Department Total</b>	<b>250.68</b>	<b>256.68</b>	<b>-</b>	<b>256.68</b>	<b>6.00</b>
<b>FIRE DEPARTMENT</b>					
Emergency Services Division	131.00	131.00	1.00	132.00	1.00
<b>Department Total</b>	<b>131.00</b>	<b>131.00</b>	<b>1.00</b>	<b>132.00</b>	<b>1.00</b>
<b>PUBLIC WORKS DEPARTMENT</b>					
Administrative Services Division	7.63	10.63	0.37	11.00	3.37
Engineering & Surveying Services Division	8.40	10.40	1.00	11.40	3.00
ROW Beautification Division	18.00	25.63	-	25.63	7.63
Traffic Operations Division	5.63	5.63	-	5.63	-
Infrastructure Division	19.72	19.72	-	19.72	-
Fleet Services Fund	16.50	16.50	-	16.50	-
Stormwater Utility Fund	46.44	33.81	-	33.81	(12.63)
Solid Waste Fund	6.65	-	-	-	(6.65)
<b>Department Total</b>	<b>128.97</b>	<b>122.32</b>	<b>1.37</b>	<b>123.69</b>	<b>(5.28)</b>
<b>BAYFRONT COMM REDEV AGENCY DEPARTMENT</b>					
BCRA	1.70	-	-	-	(1.70)
<b>Department Total</b>	<b>1.70</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(1.70)</b>
<b>UTILITIES DEPARTMENT</b>					
Administration Division	9.09	7.44	(0.44)	7.00	(2.09)
Utilities Customer Care Section	19.75	20.75	-	20.75	1.00
Business Operations Division	6.00	6.00	-	6.00	-
Engineering and Construction Division	13.00	12.00	1.00	13.00	-
Maintenance Section	17.00	14.34	-	14.34	(2.66)
Field Services Section	8.00	8.00	-	8.00	-
Integrated Systems Management Division	2.00	-	-	-	(2.00)
Utilities Compliance Division	-	8.00	0.44	8.44	8.44
Laboratory Section	2.00	2.00	(2.00)	-	(2.00)
Water Distribution Section	24.25	23.58	-	23.58	(0.67)
Water Plant-SRWTF Section	7.34	7.34	(0.34)	7.00	(0.34)
Water Plant-North Regional Section	8.33	8.33	0.67	9.00	0.67
Wastewater Collections Section	21.75	23.33	-	23.33	1.58
Wastewater Plant-North Regional Section	10.33	10.33	(0.33)	10.00	(0.33)
<b>Department Total</b>	<b>148.84</b>	<b>151.44</b>	<b>(1.00)</b>	<b>150.44</b>	<b>1.60</b>

DEPARTMENT		Amended	Adopted	Revisions	Amended	Change
DIVISION		Budget	Budget	to	Budget	from
POSITIONS (FTEs)		FY 2020	FY 2021	FY 2021	FY 2021	FY 2020
	Citywide Total	865.55	870.10	2.71	873.81	8.26

## FY 21 Position Control Plan

DEPARTMENT	Pay Grade	Amended Budget FY 2020	Adopted Budget FY 2021	Revisions to FY 2021	Amended Budget FY 2021	Change from FY 2020
DIVISION						
POSITIONS (FTEs)						
<b>LEGISLATIVE DEPARTMENT</b>						
<b>Administration Division</b>						
<u>Full-time</u>						
City Clerk*	GE-AP	1.00	1.00	-	1.00	-
Deputy City Clerk	GE-AD	1.00	1.00	-	1.00	-
Records Administrator	GE-O	1.00	1.00	-	1.00	-
Administrative Assistant	GE-M	1.00	1.00	-	1.00	-
Sub-total:		4.00	4.00	-	4.00	-
 <u>Elected</u>						
Mayor	MAY	1.00	1.00	-	1.00	-
Deputy Mayor	COU	1.00	1.00	-	1.00	-
Council Members	COU	3.00	3.00	-	3.00	-
Sub-total:		5.00	5.00	-	5.00	-
 <b>Legislative Department Total</b>		<b>9.00</b>	<b>9.00</b>	<b>-</b>	<b>9.00</b>	<b>-</b>

\* Indicates position appointed by the City Council.

## FY 21 Position Control Plan

DEPARTMENT	Pay Grade	Amended Budget	Adopted Budget	Revisions to	Amended Budget	Change from
DIVISION		FY 2020	FY 2021	FY 2021	FY 2021	FY 2020
POSITIONS (FTEs)						
<b>OFFICE OF THE CITY MANAGER</b>						
<b>Administration Division</b>						
			<b>001-1210-512</b>			
<u>Full-time</u>						
City Manager **	GE-BB	1.00	1.00	-	1.00	-
Deputy City Manager	GE-AP	1.00	1.00	-	1.00	-
Administrative Assistant	GE-M	1.00	1.00	-	1.00	-
Office Manager	GE-N	1.00	1.00	-	1.00	-
Sub-total:		4.00	4.00	-	4.00	-
<u>Part-time</u>						
Switchboard Operator	GP-6A	-	1.30	-	1.30	1.30
Support Services Clerk	GP-1A	-	0.40	-	0.40	0.40
Sub-total:		-	1.70	-	1.70	1.70
<b>Division total</b>		4.00	5.70	-	5.70	1.70
<b>Public Information Division</b>						
			<b>001-1216-512</b>			
<u>Full-time</u>						
Public Information Officer	GE-AB	1.00	-	-	-	(1.00)
Web Administrator	GE-R	1.00	-	-	-	(1.00)
Community Information Coordinator	GE-Q	1.00	-	-	-	(1.00)
Technical Editor	GE-Q	1.00	-	-	-	(1.00)
Sub-total:		4.00	-	-	-	(4.00)
<b>Division total</b>		4.00	-	-	-	(4.00)
<b>Office of the City Manager Dept. Total</b>		<b>8.00</b>	<b>5.70</b>	<b>-</b>	<b>5.70</b>	<b>(2.30)</b>

\*\* Indicates position appointed and salary set by the City Council.

## FY 21 Position Control Plan

DEPARTMENT	Pay Grade	Amended Budget	Adopted Budget	Revisions to	Amended Budget	Change from
DIVISION		FY 2020	FY 2021	FY 2021	FY 2021	FY 2020
POSITIONS (FTEs)						
<b>OFFICE OF THE CITY ATTORNEY DEPARTMENT</b>						
<b>Administration Division</b>			<b>001-1410-514</b>			
<u>Full-time</u>						
City Attorney	N/A*	0.75	0.75	-	0.75	-
Sub-total:		0.75	0.75	-	0.75	-
<u>Part-time</u>						
City Attorney Emeritus	N/A*	0.34	0.34	(0.34)	-	(0.34)
Administrative Assistant	GP-M	0.96	0.96	-	0.96	-
Sub-total:		1.30	1.30	(0.34)	0.96	(0.34)
<b>Division total</b>		<b>2.05</b>	<b>2.05</b>	<b>(0.34)</b>	<b>1.71</b>	<b>(0.34)</b>
<b>Risk Management Division</b>			<b>512-1425-519</b>			
City Attorney	N/A*	0.25	0.25	-	0.25	-
Deputy City Attorney	GE-AP	3.00	3.00	-	3.00	-
Risk Manager	GE-AB	1.00	1.00	-	1.00	-
Safety & Security Coordinator	GE-T	1.00	1.00	-	1.00	-
Assistant City Attorney	GE-V	1.00	1.00	-	1.00	-
Litigation Paralegal	GE-V	1.00	1.00	-	1.00	-
Risk Manager Assistant	GE-M			1.00	1.00	1.00
Workers Compensation Adjuster	GE-M	1.00	1.00	(1.00)	-	(1.00)
Administrative Assistant	GE-M	2.00	2.00		2.00	-
Sub-total:		10.25	10.25	-	10.25	-
<b>Division total</b>		<b>10.25</b>	<b>10.25</b>	<b>-</b>	<b>10.25</b>	<b>-</b>
<b>Office of the City Attorney Dept. Total</b>		<b>12.30</b>	<b>12.30</b>	<b>(0.34)</b>	<b>11.96</b>	<b>(0.34)</b>

\*\*\*\*Indicates grant received for position

\* Contractual position outside of pay plan.

## FY 21 Position Control Plan

DEPARTMENT	Pay Grade	Amended Budget FY 2020	Adopted Budget FY 2021	Revisions to FY 2021	Amended Budget FY 2021	Change from FY 2020
DIVISION						
POSITIONS (FTEs)						
<b>PROCUREMENT DEPARTMENT</b>						
<b>Administration Division</b>						
<u>Full-time</u>						
Chief Procurement Officer	GE-AN	1.00	1.00	-	1.00	-
Procurement Manager	GE-AB	1.00	1.00	-	1.00	-
Procurement Agent III	GE-T	2.00	2.00	(2.00)	-	(2.00)
Procurement Agent II	GE-R	-	-	2.00	2.00	2.00
Procurement Agent I	GE-P	2.00	2.00	-	2.00	-
Administrative Assistant	GE-M	1.00	1.00	-	1.00	-
Sub-total:		7.00	7.00	-	7.00	-
<b>Division total</b>		7.00	7.00	-	7.00	-
<b>Procurement Department Total</b>		7.00	7.00	-	7.00	-



## FY 21 Position Control Plan

DEPARTMENT DIVISION POSITIONS (FTEs)	Pay Grade	Amended Budget FY 2020	Adopted Budget FY 2021	Revisions to FY 2021	Amended Budget FY 2021	Change from FY 2020
<b>FINANCE DEPARTMENT</b>						
<b>Administration Division</b>	<b>001-2010-513</b>					
<u>Full-time</u>						
Finance Director	GE-AN	1.00	1.00	-	1.00	-
Assistant Finance Director	GE-AG	1.00	1.00	-	1.00	-
Fiscal Manager	GE-AB	1.00	1.00	-	1.00	-
Budget Analyst	GE-X	1.00	1.00	-	1.00	-
Fiscal Analyst	GE-U	1.00	1.00	-	1.00	-
Cash Management Coordinator	GE-O	1.00	1.00	-	1.00	-
Sub-total:		6.00	6.00	-	6.00	-
<b>Division total</b>		6.00	6.00	-	6.00	-
<b>Accounting Division</b>	<b>001-2011-513</b>					
<u>Full-time</u>						
Chief Accountant	GE-AD	1.00	1.00	-	1.00	-
Senior Accountant	GE-X	1.00	1.00	-	1.00	-
Paymaster	GE-W	1.00	1.00	-	1.00	-
Accountant II	GE-U	2.00	2.00	-	2.00	-
Payroll & Accounting Assistant	GE-P	1.00	1.00	-	1.00	-
Accountant I	GE-N	1.00	1.00	-	1.00	-
Junior Accounting Clerk	NW-C	1.00	1.00	-	1.00	-
Sub-total:		8.00	8.00	-	8.00	-
<b>Division total</b>		8.00	8.00	-	8.00	-
<b>Revenue</b>	<b>001-2022-513</b>					
<u>Full-time</u>						
Billing & Collections Manager	GE-U			1.00	1.00	1.00
Customer Service Coordinator	GE-Q	1.00	1.00	(1.00)	-	(1.00)
Customer Account Specialist	NW-J	3.00	3.00	1.00	4.00	1.00
Customer Service Representative	NW-H	1.00	1.00	(1.00)	-	(1.00)
Sub-total:		5.00	5.00	-	5.00	-
<b>Division total</b>		5.00	5.00	-	5.00	-
<b>Finance Department Total</b>		<b>19.00</b>	<b>19.00</b>	<b>-</b>	<b>19.00</b>	<b>-</b>

## FY 21 Position Control Plan

DEPARTMENT		Pay	Amended	Adopted	Revisions	Amended	Change
DIVISION		Grade	Budget	Budget	to	Budget	from
POSITIONS (FTEs)			FY 2020	FY 2021	FY 2021	FY 2021	FY 2020
<b>INFORMATION TECHNOLOGY DEPARTMENT</b>							
<b>Administration Division</b>	<b>001-2310-519</b>						
<u>Full-time</u>							
Director of Information Technology	GE-AN		1.00	1.00	-	1.00	-
Network Administrator	GE-V		2.00	2.00	-	2.00	-
Systems Administrator	GE-V		1.00	1.00	-	1.00	-
Telephone Administrator	GE-V		1.00	1.00	-	1.00	-
Support Services Coordinator	GE-U		1.00	1.00	-	1.00	-
Application Analyst	GE-T		1.00	1.00	-	1.00	-
IT Support Specialist	GE-R		5.00	5.00	-	5.00	-
Mobile Device Support Specialist	GE-R				1.00	1.00	1.00
Administrative Secretary	GE-F				1.00	1.00	1.00
Sub-total:			12.00	12.00	2.00	14.00	2.00
<u>Part-time</u>							
Support Services Clerk	GP-1A		0.40	-	-	-	(0.40)
Sub-total:			0.40	-	-	-	(0.40)
<b>Information Technology Dept Totals</b>			<b>12.40</b>	<b>12.00</b>	<b>2.00</b>	<b>14.00</b>	<b>1.60</b>

## FY 21 Position Control Plan

DEPARTMENT DIVISION POSITIONS (FTEs)	Pay Grade	Amended Budget FY 2020	Adopted Budget FY 2021	Revisions to FY 2021	Amended Budget FY 2021	Change from FY 2020
<b>HUMAN RESOURCES DEPARTMENT</b>						
<b>Administration Division</b>			<b>001-2510-513</b>			
<u>Full-time</u>						
Human Resources Director	GE-AN	0.55	0.55	-	0.55	-
Human Resources Manager	GE-AB	1.00	1.00	-	1.00	-
Training & Employee Dev. Admin	GE-X	1.00	1.00	-	1.00	-
Human Resources Analyst II	GE-T	1.00	1.00	1.00	2.00	1.00
Human Resources Analyst I	GE-P	2.00	2.00	-	2.00	-
Administrative Secretary	GE-F	1.00	1.00	-	1.00	-
Sub-total:		6.55	6.55	1.00	7.55	1.00
<u>Part-time</u>						
Human Resources Clerk	GP-1A	0.63	0.63	-	0.63	-
Sub-total:		0.63	0.63	-	0.63	-
<b>Division total</b>		<b>7.18</b>	<b>7.18</b>	<b>1.00</b>	<b>8.18</b>	<b>1.00</b>
<b>Health Insurance Division</b>			<b>511-2520-519</b>			
<u>Full-time</u>						
Human Resources Director	GE-AN	0.23	0.23	-	0.23	-
HR Benefits Manager	GE-AB	0.50	0.50	(0.50)	-	(0.50)
HR Benefits Analyst	GE-T	1.00	1.00	-	1.00	-
HR Benefits & Wellness Coordinator	GE-P	-	-	-	-	-
HR Wellness Coordinator	GE-P	0.50	0.50	-	0.50	-
Human Resources Analyst I	GE-P	-	-	-	-	-
Sub-total:		2.23	2.23	(0.50)	1.73	(0.50)
<b>Division total</b>		<b>2.23</b>	<b>2.23</b>	<b>(0.50)</b>	<b>1.73</b>	<b>(0.50)</b>
<b>Other Employee Benefits Division</b>			<b>513-2531-519</b>			
<u>Full-time</u>						
Human Resources Director	GE-AN	0.22	0.22	-	0.22	-
HR Benefits Manager	GE-AB	0.50	0.50	(0.50)	-	(0.50)
HR Benefits Analyst	GE-T	1.00	1.00	-	1.00	-
HR Benefits & Wellness Coordinator	GE-P	-	-	-	-	-
HR Wellness Coordinator	GE-P	0.50	0.50	-	0.50	-
Human Resources Analyst I	GE-P	-	-	-	-	-
Sub-total:		2.22	2.22	(0.50)	1.72	(0.50)
<b>Division total</b>		<b>2.22</b>	<b>2.22</b>	<b>(0.50)</b>	<b>1.72</b>	<b>(0.50)</b>
<b>Human Resources Department Total</b>		<b>11.63</b>	<b>11.63</b>	<b>-</b>	<b>11.63</b>	<b>-</b>

## FY 21 Position Control Plan

DEPARTMENT DIVISION		Pay Grade	Amended Budget FY 2020	Adopted Budget FY 2021	Revisions to FY 2021	Amended Budget FY 2021	Change from FY 2020
	POSITIONS (FTEs)						
<b>Building Department</b>							
<b>Building</b>							
	<b>451-3120-524</b>						
	<u>Full-time</u>						
	Chief Building Official	GE-AN	-	-	1.00	1.00	1.00
	Deputy Building Official	GE-AG	-	-	1.00	1.00	1.00
	Senior Building Inspector	GE-AB	-	-	1.00	1.00	1.00
	Senior Plans Examiner	GE-Z	-	-	-	-	-
	Administrative Services Manager	GE-W	-	-	1.00	1.00	1.00
	Fire Plans Examiner	GE-W	-	-	1.00	1.00	1.00
	Plans Examiner	GE-W	-	-	4.00	4.00	4.00
	Building Services & Flood Plain Coord.	GE-U	-	-	1.00	1.00	1.00
	Community Outreach Coordinator	GE-Q			1.00	1.00	1.00
	Building Code Compliance Inspector	NW-N	-	-	2.00	2.00	2.00
	Building Inspector III	NW-X	-	-	-	-	-
	Building Inspector II	NW-U	-	-	2.00	2.00	2.00
	Building Inspector I	NW-R	-	-	1.00	1.00	1.00
	Building Inspector Provisional	NW-O	-	-	4.00	4.00	4.00
	Planning Specialist	NW-M	-	-	1.00	1.00	1.00
	Administrative Assistant	GE-M			1.00	1.00	1.00
	Planning Technician	NW-L	-	-	1.00	1.00	1.00
	Sr. Permit Technician	NW-K			1.00	1.00	1.00
	Customer Service Representative	NW-H	-	-	-	-	-
	Permit Technician	NW-H	-	-	8.00	8.00	8.00
	Administrative Secretary	GE-F	-	-	(1.00)	-	-
	Data Entry Clerk	NW-B	-	-	1.00	1.00	1.00
	Sub-total:		-	-		33.00	33.00
	<u>Part-time</u>						
	Sr. Plans Examiner PT	GE-Z			0.68	0.68	0.68
	Data Entry Clerk	GP-B	-	-	0.50	0.50	0.50
	Plans Examiner	GP-W	-	-	0.50	0.50	0.50
	Sub-total:		-	-		1.68	1.68
	<b>Division total</b>		-	-	-	34.68	34.68
	<b>Building Department Total</b>		-	-	-	34.68	34.68

## FY 21 Position Control Plan

DEPARTMENT DIVISION POSITIONS (FTEs)	Pay Grade	Amended Budget FY 2020	Adopted Budget FY 2021	Revisions to FY 2021	Amended Budget FY 2021	Change from FY 2020
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### GROWTH MANAGEMENT DEPARTMENT

#### Administration

**001-3310-515**

##### Full-time

Growth Management Director	GE-AN	0.50	0.50	0.50	1.00	0.50
Sub-total:		0.50	0.50	0.50	1.00	0.50

#### Division total

0.50	0.50	0.50	1.00	0.50
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#### Land Development

**001-3311-515**

##### Full-time

Assistant Growth Mgmt Director	GE-AG	0.90	0.90	0.10	1.00	0.10
Principal Planner	GE-Z	1.00	1.00	-	1.00	-
Senior Planner	GE-W	1.00	1.00	-	1.00	-
Planner	GE-R	1.00	1.00	-	1.00	-
Administrative Secretary	GE-F	1.00	1.00	-	1.00	-
GIS Technician I	NW-N			1.00	1.00	1.00
Engineering Tech III	NW-M	0.70	1.00	(1.00)	-	(0.70)
Planning Specialist	NW-M	2.00	2.00	-	2.00	-
Planning Technician	NW-L			1.00	1.00	1.00
Data Entry Clerk	NW-B	1.00	1.00	(1.00)	-	(1.00)
Sub-total:		8.60	8.90	0.10	9.00	0.40

#### Division total

8.60	8.90	0.10	9.00	0.40
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#### Building

**451-3320-524**

##### Full-time

Growth Management Director	GE-AN	0.50	0.50	(0.50)	-	(0.50)
Assistant Growth Mgmt Director	GE-AG	0.10	0.10	(0.10)	-	(0.10)
Chief Building Official	GE-AG	1.00	1.00	(1.00)	-	(1.00)
Deputy Building Official	GE-AB	1.00	1.00	(1.00)	-	(1.00)
Senior Building Inspector	GE-AB	1.00	1.00	(1.00)	-	(1.00)
Senior Plans Examiner	GE-Z	1.00	1.00	(1.00)	-	(1.00)
Administrative Services Manager	GE-W	1.00	1.00	(1.00)	-	(1.00)
Fire Plans Examiner	GE-W	1.00	1.00	(1.00)	-	(1.00)
Plans Examiner	GE-W	1.00	1.00	(1.00)	-	(1.00)
Building Services & Flood Plain Coord.	GE-U	1.00	1.00	(1.00)	-	(1.00)
Building Code Compliance Inspector	NW-N	1.00	1.00	(1.00)	-	(1.00)
Building Inspector III	NW-X	-	-	-	-	-
Building Inspector II	NW-U	-	-	-	-	-
Building Inspector I	NW-R	7.00	7.00	(7.00)	-	(7.00)
Building Inspector Provisional	NW-O	2.00	2.00	(2.00)	-	(2.00)
Engineering Tech III	NW-M	0.30	0.30	(0.30)	-	(0.30)
Planning Specialist	NW-M	1.00	1.00	(1.00)	-	(1.00)
Planning Technician	NW-L	1.00	1.00	(1.00)	-	(1.00)
Customer Service Representative	NW-H	2.00	2.00	(2.00)	-	(2.00)
Permit Technician	NW-H	5.00	5.00	(5.00)	-	(5.00)
Administrative Secretary	GE-F	1.00	1.00	(1.00)	-	(1.00)

DEPARTMENT		Pay Grade	Amended Budget FY 2020	Adopted Budget FY 2021	Revisions to FY 2021	Amended Budget FY 2021	Change from FY 2020
DIVISION							
Data Entry Clerk		NW-B	1.00	1.00	(1.00)	-	(1.00)
	Sub-total:		29.90	29.90	(29.90)	-	(29.90)
<u>Part-time</u>							
Data Entry Clerk		GP-B	0.50	0.50	(0.50)	-	(0.50)
Plans Examiner		GP-W	0.50	0.50	(0.50)	-	(0.50)
	Sub-total:		1.00	1.00	(1.00)	-	(1.00)
<b>Division total</b>			30.90	30.90	(30.90)	-	(30.90)

#### Code Compliance Division

**001-3330-529**

##### Full-time

Code Compliance Supervisor	GE-R	1.00	1.00	-	1.00	-
Code Compliance Officer	NW-N	5.00	5.00	-	5.00	-
Code Compliance Technician	NW-H	-	-	-	-	-
Secretary	NW-D	2.00	2.00	-	2.00	-
	Sub-total:	8.00	8.00	-	8.00	-

##### Part-time

Secretary	GP-D	0.80	0.80	-	0.80	-
	Sub-total:	0.80	0.80	-	0.80	-

#### Division total

8.80	8.80	-	8.80	-
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#### GF Divisions total

17.90	18.20	0.60	18.80	0.90
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#### Housing and Neighborhood Development

##### State Housing Grant Fund

**111-3351-554**

##### Full-time

Housing Administrator	GE-AA	0.05	-	-	-	(0.05)
Housing Program Technician	NW-F	0.35	-	-	-	(0.35)
	Sub-total:	0.40	-	-	-	(0.40)

##### Community Dev Block Grant Fund

**112-3351-554**

##### Full-time

Housing Administrator	GE-AA	0.75	-	-	-	(0.75)
Housing Program Technician	NW-F	0.15	-	-	-	(0.15)
	Sub-total:	0.90	-	-	-	(0.90)

##### HOME Investment Grant Fund

**114-3351-554**

##### Full-time

Housing Administrator	GE-AA	0.05	-	-	-	(0.05)
Housing Program Technician	NW-F	0.10	-	-	-	(0.10)
	Sub-total:	0.15	-	-	-	(0.15)

##### NSP Fund

**123-3351-554**

##### Full-time

Housing Administrator	GE-AA	0.15	-	-	-	(0.15)
Housing Program Technician	NW-F	0.40	-	-	-	(0.40)
	Sub-total:	0.55	-	-	-	(0.55)

#### HANDS Total

2.00	-	-	-	(2.00)
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DEPARTMENT DIVISION	Pay Grade	Amended Budget FY 2020	Adopted Budget FY 2021	Revisions to FY 2021	Amended Budget FY 2021	Change from FY 2020
Growth Management Department Total		50.80	49.10	(30.30)	18.80	(32.00)

## FY 21 Position Control Plan

DEPARTMENT DIVISION POSITIONS (FTEs)	Pay Grade	Amended Budget FY 2020	Adopted Budget FY 2021	Revisions to FY 2021	Amended Budget FY 2021	Change from FY 2020
<b>COMMUNITY AND ECONOMIC DEVELOPMENT</b>						
<b>Administration Division</b>	<b>001-3410-552</b>					
<u>Full-time</u>						
C&E Development Director	GE-AN	1.00	1.00	-	1.00	-
Special Projects Manager	GE-X	1.00	1.00	-	1.00	-
Business Development Coordinator	GE-P			1.00	1.00	1.00
Administrative Assistant	GE-M	1.00	1.00	(1.00)	-	(1.00)
Sub-total:		3.00	3.00	-	3.00	-
<b>Division total</b>		3.00	3.00	-	3.00	-
<b>Communications Division</b>	<b>001-3416-559</b>					
<u>Full-time</u>						
Public Information Officer	GE-AB	-	1.00	-	1.00	1.00
Web Administrator	GE-R	-	1.00	-	1.00	1.00
Community Information Coordinator	GE-Q	-	1.00	-	1.00	1.00
Technical Editor	GE-Q	-	1.00	(1.00)	-	-
Sub-total:		-	4.00	(1.00)	3.00	3.00
<b>Division total</b>		-	4.00	(1.00)	3.00	3.00
<b>Housing &amp; Community Development Division</b>	<b>001-3411-554</b>					
<u>Full-time</u>						
Housing Administrator	GE-AA	-	1.00	-	1.00	1.00
Housing Program Specialist II	GE-U			1.00	1.00	1.00
Housing Program Specialist I	GE-P			1.00	1.00	1.00
Housing Assistant	GE-K	-	1.00	-	1.00	1.00
Housing Program Technician	NW-F	-	1.00	(1.00)	-	-
Sub-total:		-	3.00	1.00	4.00	4.00
<b>Division total</b>		-	3.00	1.00	4.00	4.00
<b>Bayfront Community Redev. Agency Division</b>	<b>181-9110-559</b>					
<u>Full-time</u>						
BCRA Administrator	GE-AA	-	1.00	(1.00)	-	-
Sub-total:		-	1.00	(1.00)	-	-
<u>Part-time</u>						
Administrative Secretary	GP-F	-	0.70	(0.70)	-	-
Sub-total:		-	0.70	(0.70)	-	-
<b>Division total</b>		-	1.70	(1.70)	-	-
<b>Community and Economic Dev. Dept</b>		3.00	11.70	(1.70)	10.00	7.00



## FY 21 Position Control Plan

DEPARTMENT	Pay Grade	Amended Budget	Adopted Budget	Revisions to	Amended Budget	Change from
DIVISION		FY 2020	FY 2021	FY 2021	FY 2021	FY 2020
POSITIONS (FTEs)						
<b>PARKS AND RECREATION DEPARTMENT</b>						
<b>Administration Division</b>						
<u>Full-time</u>						
Parks and Recreation Director	GE-AN	1.00	1.00	-	1.00	-
Assistant Parks and Rec. Director	GE-AG	1.00	1.00	(1.00)	-	(1.00)
Management Analyst	GE-T	1.00	1.00	-	1.00	-
Administrative Supervisor	GE-R	1.00	1.00	-	1.00	-
Community Outreach Coordinator	GE-Q	1.00	1.00	-	1.00	-
Accountant I	GE-N	1.00	1.00	-	1.00	-
Administrative Secretary	GE-F	1.00	1.00	-	1.00	-
Sub-total:		7.00	7.00	(1.00)	6.00	(1.00)
<b>Division total</b>		7.00	7.00	(1.00)	6.00	(1.00)
<b>Recreation Program</b>						
<u>Full-time</u>						
Recreation Division Manager	GE-AB	1.00	1.00	-	1.00	-
Recreation Supervisor	GE-R	1.00	2.00	-	2.00	1.00
Special Events Coordinator	GE-R			1.00	1.00	1.00
Park Ranger/Naturalist	GE-K	1.00	1.00	-	1.00	-
Recreation Leader	NW-H	1.00	3.00	(1.00)	2.00	1.00
Sub-total:		4.00	7.00	-	7.00	3.00
<u>Part-time</u>						
Recreation Aide PT	GP-1A	2.68	3.94	-	3.94	1.26
Special Events Staff	GP-1A	0.25	0.25	-	0.25	-
Maintenance Worker	GP-D	1.40	1.40	-	1.40	-
Customer Service Clerk	GP-C	1.98	1.98	-	1.98	-
Sub-total:		6.31	7.57	-	7.57	1.26
<b>Division total</b>		10.31	14.57	-	14.57	4.26
<b>Parks Maintenance Division</b>						
<u>Full-time</u>						
Parks Division Manager	GE-AB	1.00	1.00	-	1.00	-
Parks Foreman	GE-M	1.00	2.00	-	2.00	1.00
Inventory Control Coordinator	NW-J	1.00	1.00	-	1.00	-
Small Equipment Technician	NB-F	1.00	2.00	-	2.00	1.00
Maintenance Worker II	NB-F	4.00	4.00	-	4.00	-
Maintenance Worker	NB-D	16.00	21.00	-	21.00	5.00
Sub-total:		24.00	31.00	-	31.00	7.00
<b>Division total</b>		24.00	31.00	-	31.00	7.00

DEPARTMENT	Pay Grade	Amended Budget FY 2020	Adopted Budget FY 2021	Revisions to FY 2021	Amended Budget FY 2021	Change from FY 2020
DIVISION						
POSITIONS (FTEs)						
<b>Fred Poppe Regional Park Division</b>		<b>001-4029-572</b>				
<u>Full-time</u>						
Parks Foreman	GE-M	1.00	-	-	-	(1.00)
Small Equipment Technician	NB-F	1.00	-	-	-	(1.00)
Maintenance Worker	NB-D	5.00	-	-	-	(5.00)
Sub-total:		7.00	-	-	-	(7.00)
<b>Division total</b>		7.00	-	-	-	(7.00)
<b>Palm Bay Aquatic Center Division</b>		<b>001-4032-572</b>				
<u>Full-time</u>						
Recreation Supervisor	GE-R	1.00	1.00	-	1.00	-
Sub-total:		1.00	1.00	-	1.00	-
<u>Part-time</u>						
Lifeguard PT	GP-1A	1.26	1.26	-	1.26	-
Sub-total:		1.26	1.26	-	1.26	-
<b>Division total</b>		2.26	2.26	-	2.26	-
<b>Whitlock Community Center Division</b>		<b>001-4033-572</b>				
<u>Full-time</u>						
Recreation Supervisor	GE-R	1.00	-	-	-	(1.00)
Recreation Leader	NW-H	2.00	-	-	-	(2.00)
Sub-total:		3.00	-	-	-	(3.00)
<u>Part-time</u>						
Recreation Aide PT	GP-1A	1.26	-	-	-	(1.26)
Sub-total:		1.26	-	-	-	(1.26)
<b>Division total</b>		4.26	-	-	-	(4.26)
<b>GF Divisions total</b>		54.83	54.83	(1.00)	53.83	(1.00)
<b>Parks and Recreation Department Total</b>		<b>54.83</b>	<b>54.83</b>	<b>(1.00)</b>	<b>53.83</b>	<b>(1.00)</b>

## FY 21 Position Control Plan

DEPARTMENT	Pay Grade	Amended Budget FY 2020	Adopted Budget FY 2021	Revisions to FY 2021	Amended Budget FY 2021	Change from FY 2020
DIVISION						
POSITIONS (FTEs)						
<b>FACILITIES DEPARTMENT</b>						
<b>Facility Maintenance Division</b>						
			<b>001-4525-519</b>			
<u>Full-time</u>						
Facilities Director	GE-AN	1.00	1.00	-	1.00	-
Facilities Division Manager	GE-AB	1.00	1.00	-	1.00	-
Construction Project Manager	GE-AB	-	-	1.00	1.00	1.00
Electrician Journeyman	NB-Q			2.00	2.00	2.00
Electrician Journeyman	GE-Q	2.00	2.00	(2.00)	-	(2.00)
Facilities Foreman	GE-M	1.00	1.00	(1.00)	-	(1.00)
Administrative Assistant	GE-M			1.00	1.00	1.00
Tradesworker	NB-M	2.00	2.00	-	2.00	-
HVAC Journeyman	NB-N			2.00	2.00	2.00
HVAC Journeyman	GE-N	2.00	2.00	(2.00)	-	(2.00)
Plumber Journeyman	NB-N			1.00	1.00	1.00
Plumber Journeyman	GE-N	1.00	1.00	(1.00)	-	(1.00)
Office Manager	GE-N	1.00	1.00	-	1.00	-
Electrician Apprentice	NB-O			1.00	1.00	1.00
Electrician Apprentice	GE-O	1.00	1.00	(1.00)	-	(1.00)
Maintenance Worker II	NB-F	3.00	3.00	-	3.00	-
Sub-total:		15.00	15.00		16.00	1.00
<u>Part-time</u>				-		
Maintenance Worker	GP-D	0.70	0.70	-	0.70	-
Secretary	GP-D	0.70	0.70	-	0.70	-
Sub-total:		1.40	1.40	-	1.40	-
<b>Division total</b>		16.40	16.40	-	17.40	1.00
<b>Facilities Department Total</b>		16.40	16.40	-	17.40	1.00

## FY 21 Position Control Plan

DEPARTMENT	Pay Grade	Amended Budget	Adopted Budget	Revisions to	Amended Budget	Change from
DIVISION		FY 2020	FY 2021	FY 2021	FY 2021	FY 2020
POSITIONS (FTEs)						
<b>POLICE DEPARTMENT</b>						
<b>Executive Division</b>						
						<b>001-5010-521</b>
<u>Full-time</u>						
Police Chief	GE-AO	1.00	1.00	-	1.00	-
Deputy Police Chief	GE-AH	-	-	1.00	1.00	1.00
Deputy Police Chief	GE-AG	1.00	1.00	(1.00)	-	(1.00)
Budget Officer-Police	GE-X	1.00	1.00	-	1.00	-
Project Specialist	GE-R	1.00	1.00	-	1.00	-
Administrative Assistant	GE-M	1.00	1.00	-	1.00	-
Sergeant	FOP-SGT	1.00	1.00	-	1.00	-
Sub-total:		6.00	6.00	-	6.00	-
<u>Part-time</u>						
Accreditation Specialist	GP-P	0.67	0.67	-	0.67	-
Sub-total:		0.67	0.67	-	0.67	-
<b>Division total</b>		6.67	6.67	-	6.67	-
<b>Support Services Division</b>						
						<b>001-5011-521</b>
<u>Full-time</u>						
Police Commander	GE-AF			1.00	1.00	1.00
Police Commander	GE-AD	1.00	1.00	(1.00)	-	(1.00)
Community Services Administrator	GE-AB	1.00	1.00	-	1.00	-
Logistics Division Manager	GE-X	1.00	1.00	-	1.00	-
Section Supervisor	GE-P	2.00	2.00	-	2.00	-
Lieutenant	FOP-LTN	1.00	1.00	-	1.00	-
Sergeant	FOP-SGT	1.00	1.00	-	1.00	-
Police Officer	FOP-PO	3.00	3.00	-	3.00	-
Shooting Range Maintenance Worker	NB-F	1.00	1.00	-	1.00	-
Training Coordinator	NW-M	1.00	1.00	-	1.00	-
Material Management Technician	NW-J	4.00	4.00	-	4.00	-
Records Specialist	NW-H	6.00	6.00	-	6.00	-
Secretary	NW-D	1.00	1.00	-	1.00	-
Sub-total:		23.00	23.00	-	23.00	-
<u>Part-time</u>						
School Crossing Guard Supervisor	GP-F	0.80	0.80	-	0.80	-
School Crossing Guard	GP-6A	8.05	8.05	-	8.05	-
Secretary	GP-D	0.66	0.66	-	0.66	-
Sub-total:		9.51	9.51	-	9.51	-
<b>Division total</b>		32.51	32.51	-	32.51	-

DEPARTMENT	Pay Grade	Amended Budget	Adopted Budget	Revisions to	Amended Budget	Change from
DIVISION		FY 2020	FY 2021	FY 2021	FY 2021	FY 2020
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POSITIONS (FTEs)						
Uniform Services Division		001-5012-521				
<u>Full-time</u>						
Police Commander	GE-AF			2.00	2.00	2.00
Police Commander	GE-AD	2.00	2.00	(2.00)	-	(2.00)
Lieutenant	FOP-LTN	5.00	5.00	-	5.00	-
Sergeant	FOP-SGT	12.00	12.00	1.00	13.00	1.00
Police Officer	FOP-PO	100.00	106.00	5.00	111.00	11.00
Desk/Book Specialist II	NW-M	4.00	4.00	-	4.00	-
Secretary	NW-D	1.00	1.00	-	1.00	-
Sub-total:		124.00	130.00	6.00	136.00	12.00
Division total		124.00	130.00	6.00	136.00	12.00
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Investigations Division		001-5013-521				
<u>Full-time</u>						
Police Commander	GE-AF			1.00	1.00	1.00
Police Commander	GE-AD	1.00	1.00	(1.00)	-	(1.00)
Crime Analyst	GE-P	2.00	2.00	-	2.00	-
Lieutenant	FOP-LTN	2.00	2.00	-	2.00	-
Sergeants	FOP-SGT	5.00	5.00	(1.00)	4.00	(1.00)
Police Officer	FOP-PO	30.00	30.00	(5.00)	25.00	(5.00)
Crime Scene Technician I	NW-J	4.00	4.00	-	4.00	-
Sub-total:		44.00	44.00	(6.00)	38.00	(6.00)
Division total		44.00	44.00	(6.00)	38.00	(6.00)
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Communications Center Division		001-5019-521				
<u>Full-time</u>						
Communications Division Manager	GE-X	1.00	1.00	-	1.00	-
Communication Shift Supervisor	NW-P	-	-	3.00	3.00	3.00
Communication Shift Supervisor	NW-M	3.00	3.00	(3.00)	-	(3.00)
Communications Officer	NW-K			20.00	20.00	20.00
Communications Officer Trainee	NW-H			17.00	17.00	17.00
Telecommunicator	NW-H	37.00	37.00	(37.00)	-	(37.00)
Sub-total:		41.00	41.00	-	41.00	-
<u>Part-time</u>						
Communications Officer	GP-K	-	-	0.50	0.50	0.50
Telecommunicator	GP-H	0.50	0.50	(0.50)	-	(0.50)
Sub-total:		0.50	0.50	-	0.50	-
Division total		41.50	41.50	-	41.50	-
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Victim Services Division		001-5025-521				
<u>Full-time</u>						
Victim Advocate	GE-K	2.00	2.00	-	2.00	-
Sub-total:		2.00	2.00	-	2.00	-

DEPARTMENT	Pay Grade	Amended Budget FY 2020	Adopted Budget FY 2021	Revisions to FY 2021	Amended Budget FY 2021	Change from FY 2020
DIVISION						
POSITIONS (FTEs)						
Division total		2.00	2.00	-	2.00	-
Police Department Total		250.68	256.68	-	256.68	6.00

## FY 21 Position Control Plan

DEPARTMENT	Pay Grade	Amended Budget FY 2020	Adopted Budget FY 2021	Revisions to FY 2021	Amended Budget FY 2021	Change from FY 2020
DIVISION						
POSITIONS (FTEs)						
<b>FIRE DEPARTMENT</b>						
<b>Emergency Services Bureau</b>	<b>001-6012-522</b>					
<u>Full-time</u>						
Fire Chief	GE-AO	1.00	1.00	-	1.00	-
Deputy Fire Chief	GE-AG	1.00	1.00	-	1.00	-
<del>Battalion</del> Division Chief	GE-AD	3.00	3.00	-	3.00	-
Logistics Division Manager	GE-X	1.00	1.00	-	1.00	-
Support Services Coordinator	GE-U	1.00	1.00	-	1.00	-
Administrative Secretary	GE-F	1.00	1.00	-	1.00	-
Operations Manager	GE-F	1.00	1.00	-	1.00	-
District Chief	IAFF-AC	6.00	6.00	-	6.00	-
Career Development Safety Coord.	IAFF-AA	3.00	3.00	(1.00)	2.00	(1.00)
Lieutenant	IAFF-Z	25.00	25.00	-	25.00	-
Driver Engineer	IAFF-U	27.00	27.00	-	27.00	-
Prot Breathing App Tech	IAFF-U	1.00	1.00	-	1.00	-
Firefighter	IAFF-O	56.00	56.00	1.00	57.00	1.00
Fire Inspector	IAFF-N	2.00	2.00	1.00	3.00	1.00
Records Comp/Anls Supervisor	NW-L	1.00	1.00	-	1.00	-
Inventory Control Coord	NW-J	1.00	1.00	-	1.00	-
Sub-total:		131.00	131.00	1.00	132.00	1.00
<b>Division total</b>		131.00	131.00	1.00	132.00	1.00
<b>Fire Department Total</b>		131.00	131.00	1.00	132.00	1.00

## FY 21 Position Control Plan

DEPARTMENT	Pay Grade	Amended Budget FY 2020	Adopted Budget FY 2021	Revisions to FY 2021	Amended Budget FY 2021	Change from FY 2020
DIVISION						
POSITIONS (FTEs)						
<b>PUBLIC WORKS DEPARTMENT</b>						
<b>Administrative Services Division</b>		<b>001-7011-541</b>				
<u>Full-time</u>						
Public Works Director	GE-AN	1.00	1.00	-	1.00	-
Assistant Public Works Director	GE-AG	1.00	1.00	-	1.00	-
Business Operations Division Manager	GE-AB	1.00	1.00	-	1.00	-
Public Works Accountant	GE-X	1.00	1.00	-	1.00	-
Accountant I	GE-N	1.00	1.00	-	1.00	-
Administrative Assistant	GE-M	1.00	1.00	-	1.00	-
Engineer Technician III	NW-M	-	2.00	-	2.00	2.00
Customer Service Representative	NW-H	-	1.00	-	1.00	1.00
Administrative Secretary	GE-F	1.00	1.00	-	1.00	-
Data Entry Clerk	NW-B			1.00	1.00	1.00
Sub-total:		7.00	10.00	1.00	11.00	4.00
<u>Part-Time</u>						
Data Entry Clerk	GP-B	0.63	0.63	(0.63)	-	(0.63)
Sub-total:		0.63	0.63	(0.63)	-	(0.63)
Division total		7.63	10.63	0.37	11.00	3.37
<b>Engineering &amp; Surveying Services Division</b>		<b>001-7013-541</b>				
<u>Full-time</u>						
City Engineer	GE-AN			1.00	1.00	1.00
City Engineer	GE-AF	-	1.00	(1.00)	-	-
Surveying Superintendent	GE-W	1.00	1.00	-	1.00	-
City Surveyor	GE-V	1.00	1.00	-	1.00	-
Survey Party Chief	GE-M	1.00	1.00	-	1.00	-
Engineering Assistant	NW-N	1.00	1.00	-	1.00	-
Engineering Inspector	NW-N	3.00	3.00	-	3.00	-
GIS Technician I	NW-N	-	1.00	-	1.00	1.00
Engineering Technician II	NW-J	1.00	1.00	1.00	2.00	1.00
Sub-total:		8.00	10.00	1.00	11.00	3.00
<u>Part-Time</u>						
Land Acquisition Coordinator	GP-T	0.40	0.40	-	0.40	-
Sub-total:		0.40	0.40	-	0.40	-
Division total		8.40	10.40	1.00	11.40	3.00
<b>ROW Beautification Division</b>		<b>001-7017-541</b>				
<u>Full-time</u>						
Operations Supervisor	GE-R	1.00	1.00	-	1.00	-
Operations Foreman	GE-M	1.00	1.00	-	1.00	-



DEPARTMENT	Pay Grade	Amended Budget FY 2020	Adopted Budget FY 2021	Revisions to FY 2021	Amended Budget FY 2021	Change from FY 2020
DIVISION						
<b>POSITIONS (FTEs)</b>						
Heavy Equipment Operator I	NB-H	3.00	9.00	-	9.00	6.00
Maintenance Worker	NB-D	13.00	14.00	-	14.00	1.00
Sub-total:		18.00	25.00	-	25.00	7.00
<u>Part-Time</u>						
Heavy Equipment Operator I	GP-H	-	0.63	-	0.63	0.63
Sub-total:		-	0.63	-	0.63	0.63
<b>Division total</b>		18.00	25.63	-	25.63	7.63
<b>Traffic Operations Division</b>						
<b>001-7026-541</b>						
<u>Full-time</u>						
Operations Superintendent	GE-W	1.00	1.00	-	1.00	-
Sign & Traffic Technician	NB-J	4.00	4.00	-	4.00	-
Sub-total:		5.00	5.00	-	5.00	-
<u>Part-Time</u>						
Sign & Traffic Technician	GP-J	0.63	0.63	-	0.63	-
Sub-total:		0.63	0.63	-	0.63	-
<b>Division total</b>		5.63	5.63	-	5.63	-
<b>Infrastructure Division</b>						
<b>001-7034-541</b>						
<u>Full-time</u>						
Public Works Division Manager	GE-AB	1.00	1.00	-	1.00	-
Operations Division Manager	GE-AB			1.00	1.00	1.00
Operations Superintendent	GE-W	1.00	1.00	-	1.00	-
Operations Supervisor	GE-R	1.00	1.00	-	1.00	-
Heavy Equipment Operator II	NB-K	5.19	5.19	-	5.19	-
Heavy Equipment Operator I	NB-H	1.00	1.00	-	1.00	-
Maintenance Worker	NB-D	10.00	10.00	(1.00)	9.00	(1.00)
Sub-total:		19.19	19.19	-	19.19	-
<u>Part-Time</u>						
Heavy Equipment Operator I	GP-H	0.53	0.53	-	0.53	-
Sub-total:		0.53	0.53	-	0.53	-
<b>Division total</b>		19.72	19.72	-	19.72	-
<b>GF Divisions total</b>		59.38	72.01	1.37	73.38	14.00
<b>Solid Waste</b>						
<b>Solid Waste Operations</b>						
<b>471-7036-534</b>						
<u>Full-time</u>						
Maintenance Worker	NB-D	5.00	-	-	-	(5.00)
Sub-total:		5.00	-	-	-	(5.00)
<b>Division total</b>		5.00	-	-	-	(5.00)

DEPARTMENT		Pay Grade	Amended Budget FY 2020	Adopted Budget FY 2021	Revisions to FY 2021	Amended Budget FY 2021	Change from FY 2020
DIVISION							
<b>POSITIONS (FTEs)</b>							
<b>Solid Waste Customer Service</b>			<b>471-7037-534</b>				
<u>Full-time</u>							
Customer Service Representative	NW-H		1.00	-	-	-	(1.00)
Sub-total:			1.00	-	-	-	(1.00)
<u>Part-Time</u>							
Switchboard Operator	GP-6A		0.65	-	-	-	(0.65)
Sub-total:			0.65	-	-	-	(0.65)
<b>Division total</b>			1.65	-	-	-	(1.65)
<b>Solid Waste Division Total</b>			6.65	-	-	-	(6.65)
<b>Fleet Services Division</b>			<b>521-7070-519</b>				
<u>Full-time</u>							
Fleet Services Manager	GE-AB		1.00	1.00	-	1.00	-
Fleet Services Supervisor	GE-R		2.00	2.00	-	2.00	-
Administrative Assistant	GE-M		1.00	1.00	-	1.00	-
Heavy Equipment Technician	NB-M		6.00	6.00	-	6.00	-
Parts Inventory Specialist	NB-J		1.00	1.00	-	1.00	-
Light Equipment Technician	NB-H		5.00	5.00	-	5.00	-
Sub-total:			16.00	16.00	-	16.00	-
<u>Part-Time</u>							
Stock Clerk	GP-A		0.50	0.50	-	0.50	-
Sub-total:			0.50	0.50	-	0.50	-
<b>Fleet Division total</b>			16.50	16.50	-	16.50	-
<b>SWU Engineering &amp; Surveying</b>			<b>461-7081-541</b>				
<u>Full-time</u>							
City Engineer	GE-AF		1.00	-	-	-	(1.00)
Engineer III	GE-AB		1.00	1.00	-	1.00	-
Engineer II	GE-Z		2.00	2.00	-	2.00	-
Engineer I	GE-X		1.00	1.00	-	1.00	-
Survey Party Chief	GE-M		1.00	1.00	-	1.00	-
Engineering Assistant	NW-N		2.00	2.00	-	2.00	-
GIS Technician I	NW-N		2.00	1.00	-	1.00	(1.00)
Engineer Technician III	NW-M		2.00	-	-	-	(2.00)
Survey Transit Operator	NB-F		2.00	2.00	-	2.00	-
Rod & Chain Worker	NB-A		1.00	1.00	-	1.00	-
Sub-total:			15.00	11.00	-	11.00	(4.00)
<b>Division total</b>			15.00	11.00	-	11.00	(4.00)
<b>SWU Customer Service</b>			<b>461-7082-541</b>				
<u>Full-time</u>							
Customer Service Manager	GE-U		1.00	1.00	-	1.00	-
Engineering Inspector	NW-N		4.00	4.00	-	4.00	-

DEPARTMENT		Pay Grade	Amended Budget FY 2020	Adopted Budget FY 2021	Revisions to FY 2021	Amended Budget FY 2021	Change from FY 2020
DIVISION							
POSITIONS (FTEs)							
Customer Service Representative	NW-H		2.00	1.00	-	1.00	(1.00)
Sub-total:			7.00	6.00	-	6.00	(1.00)
Division total			7.00	6.00	-	6.00	(1.00)
SWU Physical Environment			461-7083-538				
Full-time							
Operations Supervisor	GE-R		1.00	1.00	-	1.00	-
Heavy Equipment Operator II	NB-K		2.00	2.00	-	2.00	-
Heavy Equipment Operator I	NB-H		5.00	2.00	-	2.00	(3.00)
Sub-total:			8.00	5.00	-	5.00	(3.00)
Division total			8.00	5.00	-	5.00	(3.00)
SWU Infrastructure			461-7084-541				
Full-time							
Heavy Equipment Operator II	NB-K		1.81	1.81	-	1.81	-
Heavy Equipment Operator I	NB-H		5.00	2.00	-	2.00	(3.00)
Small Equipment Technician	NB-F		1.00	1.00	-	1.00	-
Maintenance Worker	NB-D		8.00	7.00	-	7.00	(1.00)
Sub-total:			15.81	11.81	-	11.81	(4.00)
Part-Time							
Heavy Equipment Operator I	GP-H		0.63	-	-	-	(0.63)
Sub-total:			0.63	-	-	-	(0.63)
Division total			16.44	11.81	-	11.81	(4.63)
SWU Fund total			46.44	33.81	-	33.81	(12.63)
Public Works Department Total			128.97	122.32	1.37	123.69	(5.28)

## FY 21 Position Control Plan

DEPARTMENT		Pay	Amended	Adopted	Revisions	Amended	Change
DIVISION		Grade	Budget	Budget	to	Budget	from
POSITIONS (FTEs)			FY 2020	FY 2021	FY 2021	FY 2021	FY 2020
<b>BAYFRONT COMMUNITY REDEV. AGENCY DEPARTMENT</b>			<b>181-9110-559</b>				
<u>Full-time</u>							
BCRA Administrator	GE-AA		1.00	-	-	-	(1.00)
Sub-total:			1.00	-	-	-	(1.00)
<u>Part-time</u>							
Administrative Secretary	GP-F		0.70	-	-	-	(0.70)
Sub-total:			0.70	-	-	-	(0.70)
<b>Division total</b>			<b>1.70</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(1.70)</b>
<b>BCRA Department Total</b>			<b>1.70</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(1.70)</b>

## FY 21 Position Control Plan

DEPARTMENT	Pay Grade	Amended Budget	Adopted Budget	Revisions to	Amended Budget	Change from
DIVISION		FY 2020	FY 2021	FY 2021	FY 2021	FY 2020
POSITIONS (FTEs)						
UTILITIES DEPARTMENT						
Administration Division		421-8010-536				
Full-time						
Utilities Director	GE-AN	1.00	1.00	-	1.00	-
Assistant Utilities Director	GE-AG	1.00	1.00	-	1.00	-
Office Manager	GE-N	1.00	1.00	-	1.00	-
Administrative Assistant	GE-M	-	-	2.00	2.00	2.00
Administrative Secretary	GE-F	2.00	2.00	(2.00)	-	(2.00)
Secretary	NW-D	2.00	2.00	-	2.00	-
Customer Service Clerk	NW-C	1.00	-	-	-	(1.00)
Sub-total:		8.00	7.00	-	7.00	(1.00)
Part-time						
Switchboard Operator	GP-6A	0.65	-	-	-	(0.65)
Utilities Intern (Heritage High)	GP-2A	0.44	0.44	(0.44)	-	(0.44)
Sub-total:		1.09	0.44	(0.44)	-	(1.09)
Division total		9.09	7.44	(0.44)	7.00	(2.09)
Utilities Customer Care Section		421-8011-536				
Full-time						
Utilities Customer Care Manager	GE-W			1.00	1.00	1.00
Administrative Services Manager	GE-W	1.00	1.00	(1.00)	-	(1.00)
Utilities Billing & Collections Supervisor	GE-T			1.00	1.00	1.00
Billing & Collections Coordinator	GE-R	1.00	1.00	(1.00)	-	(1.00)
Utilities Customer Care Supervisor	GE-R			2.00	2.00	2.00
Customer Service Coordinator	GE-Q	2.00	2.00	(2.00)	-	(2.00)
Utilities Billing & Collections Specialist	NW-K			6.00	6.00	6.00
Utilities Customer Care Specialist	NW-J			9.00	9.00	9.00
Customer Service Representative	NW-H	14.00	15.00	(15.00)	-	(14.00)
Cashier	NW-B	1.00	1.00	-	1.00	-
Sub-total:		19.00	20.00	-	20.00	1.00
Part-time						
Cashier	GP-B	0.75	0.75	-	0.75	-
Sub-total:		0.75	0.75	-	0.75	-
Division total		19.75	20.75	-	20.75	1.00
Business Operations Division		421-8012-536				
Full-time						
Business Operations Division Mgr	GE-AB	1.00	1.00	-	1.00	-
Utilities Accountant	GE-X	1.00	1.00	-	1.00	-
Support Services Coordinator	GE-U	1.00	1.00	-	1.00	-
Management Analyst	GE-T	1.00	1.00	-	1.00	-
Utilities Community Outreach Coord.	GE-Q	1.00	-	-	-	(1.00)
Parts Inventory Specialist	NB-J	1.00	1.00	-	1.00	-
Records Specialist	NW-H	-	-	1.00	1.00	1.00

DEPARTMENT		Pay Grade	Amended Budget FY 2020	Adopted Budget FY 2021	Revisions to FY 2021	Amended Budget FY 2021	Change from FY 2020
DIVISION							
POSITIONS (FTEs)							
Customer Service Clerk	NW-C		-	1.00	(1.00)	-	-
Sub-total:			6.00	6.00	-	6.00	-
Division total			6.00	6.00	-	6.00	-
<b>Engineering and Construction Division</b>			<b>421-8013-536</b>				
<u>Full-time</u>							
Utilities Engineer	GE-AH		-	1.00	-	1.00	1.00
Utilities Engineer	GE-AB		1.00	-	-	-	(1.00)
Utilities Project Manager	GE-AB				2.00	2.00	2.00
Engineer II	GE-Z		1.00	1.00	-	1.00	-
Engineer I	GE-X		1.00	1.00	-	1.00	-
Project Manager	GE-X		1.00	1.00	(1.00)	-	(1.00)
GIS Coordinator	GE-T		-	1.00	-	1.00	1.00
GIS Coordinator	GE-R		1.00	-	-	-	(1.00)
Asset Management Specialist	GE-R		-	1.00	-	1.00	1.00
Database Administrator - CMMS	GE-R		1.00	1.00	-	1.00	-
GIS Technician II	NW-P		2.00	-	-	-	(2.00)
GIS Technician I	NW-N		2.00	2.00	-	2.00	-
Utilities Inspector	NW-N		3.00	3.00	-	3.00	-
Sub-total:			13.00	12.00	1.00	13.00	-
Division total			13.00	12.00	1.00	13.00	-
<b>Maintenance Section</b>			<b>421-8014-536</b>				
<u>Full-time</u>							
Operations Division Manager	GE-AB		-	0.34	-	0.34	0.34
Electrical Maintenance Foreman	GE-S		1.00	1.00	-	1.00	-
Electrician Journeyman	GE-Q		1.00	1.00	(1.00)	-	(1.00)
Utilities Foreman	GE-O		1.00	1.00	-	1.00	-
Electrician Journeyman	NB-Q				1.00	1.00	1.00
Electrical Technician II	NB-N		2.00	1.00	-	1.00	(1.00)
Electrical Technician I	NB-K		4.00	2.00	-	2.00	(2.00)
Maintenance Mechanic	NB-H		6.00	6.00	-	6.00	-
Maintenance Worker II	NB-F		-	-	-	-	-
Maintenance Worker	NB-D		2.00	2.00	-	2.00	-
Sub-total:			17.00	14.34	-	14.34	(2.66)
Division Subtotal:			17.00	14.34	-	14.34	(2.66)
<b>Field Services Section</b>			<b>421-8016-536</b>				
<u>Full-time</u>							
Field Services Superintendent	GE-W		1.00	1.00	-	1.00	-
Field Service Representative	NB-H		7.00	7.00	-	7.00	-
Sub-total:			8.00	8.00	-	8.00	-
Division total			8.00	8.00	-	8.00	-
<b>Integrated Systems Management Division</b>			<b>421-8017-536</b>				
<u>Full-time</u>							
Utilities Compliance Manager	GE-U		1.00	-	-	-	(1.00)
Utilities Compliance Specialist	GE-P		1.00	-	-	-	(1.00)

DEPARTMENT		Pay Grade	Amended Budget FY 2020	Adopted Budget FY 2021	Revisions to FY 2021	Amended Budget FY 2021	Change from FY 2020
DIVISION							
POSITIONS (FTEs)							
	Sub-total:		2.00	-	-	-	(2.00)
	<b>Division total</b>		2.00	-	-	-	(2.00)
<b>Utilities Compliance Division</b>							
							<b>421-8017-536</b>
	<u>Full-time</u>						
Utilities Compliance Division Manager	GE-AB	-	1.00	-	1.00	1.00	
Utilities Compliance Specialist	GE-T	-	-	1.00	1.00	1.00	
Utilities Community Outreach Coord.	GE-Q	-	1.00	-	1.00	1.00	
Utilities Compliance Specialist	GE-P	-	1.00	(1.00)	-	-	
Backflow Prevention Technician I	NB-H	-	1.00	-	1.00	1.00	
Line Location Technician	NB-H	-	2.00	-	2.00	2.00	
Water Quality Technician	NB-F	-	1.00	-	1.00	1.00	
Fats, Oils, & Grease Inspector	NW-I	-	1.00	-	1.00	1.00	
	Sub-total:		-	8.00	-	8.00	8.00
	<u>Part-time</u>						
Utilities Intern (Heritage High)	GP-2A			0.44	0.44	0.44	
	Sub-total:		-	-	0.44	0.44	0.44
	<b>Division total</b>		-	8.00	0.44	8.44	8.44
<b>Laboratory Section</b>							
							<b>421-8018-536</b>
	<u>Full-time</u>						
Laboratory Coordinator	GE-P	1.00	1.00	(1.00)	-	(1.00)	
Laboratory Technician II	NB-N	1.00	1.00	(1.00)	-	(1.00)	
	Sub-total:		2.00	2.00	(2.00)	-	(2.00)
	<b>Division total</b>		2.00	2.00	(2.00)	-	(2.00)
<b>Water-Distribution Section</b>							
							<b>421-8020-533</b>
	<u>Full-time</u>						
Operations Division Manager	GE-AB	0.50	0.33	-	0.33	(0.17)	
Water Distribution Superintendent	GE-W	1.00	1.00	-	1.00	-	
Utilities Foreman	GE-O	3.00	3.00	-	3.00	-	
Heavy Equipment Operator I	NB-H	2.00	2.00	-	2.00	-	
Line Location Technician	NB-H	0.75	-	-	-	(0.75)	
Backflow Prevention Technician I	NB-H	1.00	-	-	-	(1.00)	
Meter Technician	NB-F	1.00	1.00	-	1.00	-	
Water and Sewer Line Maint. Tech	NB-F	6.00	6.00	-	6.00	-	
Water Quality Technician	NB-F	1.00	-	-	-	(1.00)	
Maintenance Worker	NB-D	8.00	8.00	-	8.00	-	
	Sub-total:		24.25	21.33	-	21.33	(2.92)
	<u>Part-time</u>						
Maintenance Worker PT	GE-D	-	2.25	-	2.25	2.25	
	Sub-total:		-	2.25	-	2.25	2.25
	<b>Division Subtotal:</b>		24.25	23.58	-	23.58	(0.67)
<b>Water Plant - SRWTF Section</b>							
							<b>421-8023-533</b>
	<u>Full-time</u>						
Operations Division Manager	GE-AB	0.34	0.34	(0.34)	-	(0.34)	



DEPARTMENT	Pay Grade	Amended Budget FY 2020	Adopted Budget FY 2021	Revisions to FY 2021	Amended Budget FY 2021	Change from FY 2020
DIVISION						
POSITIONS (FTEs)						
Water Plant Superintendent	GE-W	1.00	1.00	-	1.00	-
Treatment Plant Operator Dual Cert.	NB-O	2.00	2.00	-	2.00	-
Treatment Plant Operator "A"	NB-N	1.00	1.00	(1.00)	-	(1.00)
Treatment Plant Operator "B"	NB-M	1.00	1.00	-	1.00	-
Treatment Plant Operator "C"	NB-K	1.00	1.00	1.00	2.00	1.00
Treatment Plant Operator "Trainee"	NB-H	1.00	1.00	-	1.00	-
Sub-total:		7.34	7.34	(0.34)	7.00	(0.34)
Division total		7.34	7.34	(0.34)	7.00	(0.34)

#### Water Plant - NR Section

421-8024-533

##### Full-time

Operations Division Manager	GE-AB	0.33	0.33	(0.33)	-	(0.33)
Water Plant Superintendent	GE-W	1.00	1.00	-	1.00	-
Treatment Plant Operator "A"	NB-N	3.00	3.00	-	3.00	-
Treatment Plant Operator "B"	NB-M	-	-	-	-	-
Treatment Plant Operator "C"	NB-K	3.00	3.00	1.00	4.00	1.00
Treatment Plant Operator "Trainee"	NB-H	1.00	1.00		1.00	-
Sub-total:		8.33	8.33	0.67	9.00	0.67
Division total		8.33	8.33	0.67	9.00	0.67

#### Wastewater-Collection Section

421-8030-535

##### Full-time

Operations Division Manager	GE-AB	0.50	0.33	-	0.33	(0.17)
Wastewater Collection Superintendent	GE-W	1.00	1.00	-	1.00	-
Utilities Foreman	GE-O	3.00	3.00	-	3.00	-
Electrical Technician II	NB-N	-	1.00	-	1.00	1.00
Electrical Technician I	NB-K	-	2.00	-	2.00	2.00
Heavy Equipment Operator II	NB-K	1.00	1.00	-	1.00	-
Camera Truck Operator	NB-J	1.00	1.00	-	1.00	-
Line Location Technician	NB-H	0.25	-	-	-	(0.25)
Maintenance Mechanic	NB-H	4.00	4.00	-	4.00	-
Water and Sewer Line Maint. Tech	NB-F	4.00	4.00	-	4.00	-
Maintenance Worker	NB-D	6.00	6.00	-	6.00	-
Fats, Oils, & Grease Inspector	NW-I	1.00	-	-	-	(1.00)
Sub-total:		21.75	23.33	-	23.33	1.58
Division Subtotal:		21.75	23.33	-	23.33	1.58

#### Wastewater Plant - NR Section

421-8034-535

##### Full-time

Operations Division Manager	GE-AB	0.33	0.33	(0.33)	-	(0.33)
Wastewater Plant Superintendent	GE-W	1.00	1.00	-	1.00	-
Treatment Plant Operator "A"	NB-N	3.00	3.00	-	3.00	-
Treatment Plant Operator "B"	NB-M	1.00	1.00	1.00	2.00	1.00
Treatment Plant Operator "C"	NB-K	4.00	4.00	(2.00)	2.00	(2.00)
Treatment Plant Operator "Trainee"	NB-H	1.00	1.00	1.00	2.00	1.00
Sub-total:		10.33	10.33	(0.33)	10.00	(0.33)
Division total		10.33	10.33	(0.33)	10.00	(0.33)

DEPARTMENT	Pay Grade	Amended Budget FY 2020	Adopted Budget FY 2021	Revisions to FY 2021	Amended Budget FY 2021	Change from FY 2020
DIVISION						
POSITIONS (FTEs)						
Utilities Department Total		148.84	151.44	(1.00)	150.44	1.60

## FY 21 Position Control Plan

Full-Time Equivalents by Dept	FY 20	FY 21	Difference
Legislative	9.00	9.00	0.00
City Manager's Office	8.00	5.70	-2.30
City Attorney's Office	12.30	11.96	-0.34
Procurement	7.00	7.00	0.00
Finance	19.00	19.00	0.00
CIT	12.40	14.00	1.60
Human Resources	11.63	11.63	0.00
Building	0.00	34.68	34.68
Growth Management	50.80	18.80	-32.00
Community & Economic Dev.	3.00	10.00	7.00
Parks & Recreation	54.83	53.83	-1.00
Facilities	16.40	17.40	1.00
Police	250.68	256.68	6.00
Fire	131.00	132.00	1.00
Public Works	128.97	123.69	-5.28
Utilities	148.84	150.44	1.60
BCRA	1.70	0.00	-1.70
<b>Total FTE's</b>	<b>865.55</b>	<b>875.81</b>	<b>10.26</b>

Contract/Group	Contract Dates	FY 20	FY 21	Difference
NAGE Blue	10/01/19-09/30/22	193.00	195.00	2.00
NAGE White	10/01/19-09/30/22	148.00	147.00	(1.00)
Police Officer	10/01/18-09/30/21	133.00	139.00	6.00
Police Sergeant	10/01/18-09/30/21	19.00	19.00	-
Police Lieutenant	10/01/18-09/30/21	8.00	8.00	-
Fire Rank & File	10/01/18-09/30/21	108.00	109.00	1.00
Fire Supervisors	10/01/18-09/30/21	12.00	12.00	-
General 1	N/A	20.00	22.00	2.00
General 2	N/A	37.00	33.00	(4.00)
General 3	N/A	151.00	154.00	3.00
Part-Time/Council/Emeritus*	N/A	37.05	37.81	0.76
*includes Councilmembers even though FT/PT Citywide includes them in FT for benefits reasons	Total FTE's	866.05	875.81	9.76



## LEGISLATIVE MEMORANDUM

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

**FROM:** Suzanne Sherman, City Manager

**THRU:** Larry Wojciechowski, Finance Director

**DATE:** 9/16/2021

**RE:** Resolution 2021-45, amending Resolution 2020-50, adopting the Five-Year Capital Improvements Program for Fiscal Years 2020-2021 through 2024-2025 (fourth amendment).

The following is a summary of the revisions to the Capital Improvements Program/CIP in FY 2021.

### Third Capital Improvement Programs (CIP) Amendment Corrections:

- 1. Public Works Department** – Correct account number reflected on the FY 2021 Third CIP Amendment Summary for FASTER Software Upgrades from 521-7070-541-6407 to 521-7070-519-6407 - **Net Impact \$0.**
- 2. Public Works Department** - The correct project number for the FY 20 Road Program is 20RD01; incorrect project listed in the FY 2021 First, Second and Third CIP Amendment Summary is 21RD01 – **Net Impact \$0.**

### Budget Amendment #4 Modifications:

- 1. Community & Economic Development Department** - Appropriate CDBG grant funds to the Palm Bay Senior Center project (20CD01), as outlined in the Public Service Agency Recommendations for the Fiscal Year 2020-2021 Annual Action Plan, approved by Council 06/18/2020 – **CIP Impact \$156,377.**
- 2. Facilities & Parks Department** – Transfer available funds from capital account 6403/Light Vehicles (\$3,442) to the Utilities Operating Fund for the purchase of a surplus truck #6951 – **CIP Impact (\$3,442).**
- 3. Fire Department** - Close Fire Station 5 Rebuild Project (18FD01) and return funds to undesignated fund balance – **CIP Impact (\$124,286).**
- 4. Fire Department** – Usage of Impact Fees Nexus 32909 for the Fire Training Center Project (21FD01); approved by Council 07/15/2021 – **\$516,000.**
- 5. Police Department** – Appropriate funds to the CDBG-MIT CFHP PD Main St Project (21PD01) \$24,849 and the CDBG-MIT CFHP PD SUB ST Project (21PD02) \$15,896, for Engineering fees; approve by Council 07/01/2021 - **CIP Impact \$40,745.**

**6. Public Works Department** – Appropriate funds for Change Order #1 to the Malabar Road Drainage Project (20SU12) to include Ground Penetrating Radar, \$3,700, Clean / Pre CCTV-Inspection of Approximately 70 LF of 36" RCP Storm Drainpipe, \$3,000, application of Spincast Geotree Coating to approximately 70 LF of 36" RCP Storm Drainpipe, \$45,700, maintenance of traffic, \$5,000 and 5% contingency for unforeseen change orders, \$57,558; approved by Council 03/04/2021 – **\$114,958.**

**7. Public Works Department** – Open and assign funds to the Unit 48 Pipe Replacement Project (21SU16), for culvert crossing replacement and restoration along Port Malabar; approved by Council 07/18/2021 – **\$631,666.**

**8. Public Works Department** – Appropriate additional funding to the Emerson @ C51 Culvert Rpl Project (20SU15), to cover the difference between the original budget and the Project Award, \$30,019, plus a 10% contingency, \$33,852; approved by Council 05/06/2021 – **CIP Impact \$63,871.**

**9. Public Works Department** – Open and assign funding to the Kirby Indust Park Paving Project (21GO14), approved by Council 02/06/2020 - **\$532,000.**

**10. Public Works Department** – Open and assign funding to the PB Colony Road Paving Project (21GO15), approved by Council 02/06/2020 - **\$633,920.**

**11. Utilities Department** – Appropriate additional funding to the NRWTP HSP Rehabilitation Project (18WS06), to cover the increase cost of a larger size motor for the replacement of the High Service Pumps (HSP); approved by Council on 09/17/2020 - **\$9,208.**

**12. Utilities Department** – Appropriate additional funding to the Lift Station 47 Replacement Project (21WS26) to purchase one (1) portable generator and one (1) fuel tank for the lift station to remain open and functioning during power outages; approved by Council on 07/01/2021 - **\$50,695.**

**13. Utilities Department** – Appropriate funding to the Seepix Cake Pump Replace Project (21WS27) to replace the pump at the North Regional Wastewater Treatment Plant (NRWWTP); approved by Council on 08/05/2021 – **\$120,000.**

#### **Transfer of Funds Between Capital Projects/Accounts:**

##### **1. Budget Transfer #59**

Transfer funds from the CH Bldg E-Util Cust Care Project (21WS05) (\$150,000) to the Building E Construction Project (20BD01), \$150,000, to correct project number - **\$0.**

##### **2. Budget Transfer #63**

Transfer funds from the FY 20 Road Program Project (20RD01) (\$1,200,000) to the FY21 Asphalt Rejuvenation Project (21RD01) \$1,200,000, to open and assign funding – **\$0.**

#### **Added/Removed Capital Projects, Addition/Reduction of Funding:**

##### **1. Budget Transfer #65**

Transfer available funds from non-capital account 5104/Software < \$5,000 to capital account 6401/Machinery & Equipment for imaging software upgrades to the traffic sign fabrication large-format printer – **CIP Impact \$3,300.**

##### **2. Budget Transfer #72**

Transfer available funds from non-capital account 5105/Office Furniture to capital account 6403/Light Vehicle to cover overage due to increase cost of equipment, services, and supplies – **CIP Impact \$1,371.**

**3. Budget Transfer #78**

Transfer available funds from non-capital account 4304/County Disposal to capital account 6403/Light Vehicles to purchase a surplus truck #6951 from Utilities Department – **CIP Impact \$3,442.**

**REQUESTING DEPARTMENT:**

Community & Economic Development, Utilities, Public Works, Parks and Facilities, Police Department, Fire Department

**FISCAL IMPACT:**

Please refer to Exhibit A for capital improvement program impacting details

**RECOMMENDATION:**

Motion to adopt, by Resolution, the Fourth Amendment to the FY 2021 Capital Improvements Program

**ATTACHMENTS:**

**Description**

Resolution 2021-45

Resolution 2021-45, Exhibit A

## RESOLUTION 2021-45

**A RESOLUTION OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING RESOLUTION 2020-50, AS AMENDED BY RESOLUTIONS 2021-06, 2021-17, AND 2021-36, ADOPTING THE FIVE-YEAR CAPITAL IMPROVEMENTS PROGRAM FOR THE FISCAL YEARS 2020-2021 THROUGH 2024-2025 FOR THE CITY OF PALM BAY, FLORIDA; RESCINDING RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Palm Bay's Capital Improvements Program, formally known as the Community Investment Program, was adopted by the City Council on September 23, 2020, and

**WHEREAS**, the City of Palm Bay desires to amend the Capital Improvements Program.

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

**SECTION 1.** Resolution 2020-50, as amended by Resolutions 2021-06, 2021-17, and 2021-36, is hereby amended by including additional projects to the Five-Year Community Investment Program for Fiscal Years 2020-2021 through 2024-2025, which are, by reference, incorporated herein as Exhibit 'A'.

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

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

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Rob Medina, MAYOR

ATTEST:

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Terese M. Jones, CITY CLERK

Fund	Department Division Account	Project Number	Capital Improvements Program Summary	FY 2021 Adopted CIP Budget	FY 2020 to FY 2021 Rollovers	FY 2021 Amendments	New Project TOTAL	TOTAL FY 2021
Utilities Operating								
421	8010-536-6101	19WS01	Utilities Land Needs		100,000	(100,000)	0	0
421	8011-536-6201	20BD01	Utilities Customer Care Building			150,000	150,000	150,000
421	8011-536-6201	21WS05	Utilities Customer Care Building	150,000		(150,000)	0	0
421	8014-536-6201	20WS05	NR Aggregate Storage Facility		10,000		10,000	10,000
421	8014-536-6301	20WS02	Security Camera Repl/Upgr		96,360		96,360	96,360
421	8014-536-6323	21WS04	Perimeter Fencing at NR Aggregate Field	13,334		(13,334)	0	0
421	8014-536-6403		New Vehicles - Utilities Department	29,000		2,503	31,503	31,503
421	8017-536-6401		Line Location Tech - Machinery & Equipment	30,000			30,000	30,000
421	8017-536-6403		Line Location Tech - Vehicle	20,000		4,290	24,290	24,290
421	8020-533-6201	20WS05	NR Aggregate Storage Facility		10,000		10,000	10,000
421	8020-533-6322		Meter Services - New Installations	405,000			405,000	405,000
421	8020-533-6323	21WS04	Perimeter Fencing at NR Aggregate Field	13,333		(13,333)	0	0
421	8020-533-6324	20WS03	Cedra Side Meter Removal		45,000		45,000	45,000
421	8020-533-6403		Vehicle Replacement - Nissan NV 200 S	22,850		(6,552)	16,298	16,298
421	8020-533-6403		Eager Beaver B8-DOW Flat Bed Trailer	12,500			12,500	12,500
421	8020-533-6401		Replacement Meter Tester			11,625	11,625	11,625
421	8020-533-6403		New Vehicles - Utilities Department	31,000			31,000	31,000
421	8023-533-6221	18WS04	SRWTP 4 MG to 6MG Expansion		29,512		29,512	29,512
421	8023-533-6407	21WS02	SRWTP SCADA Upgrade	100,000			100,000	100,000
421	8024-533-6221	19WS12	NRWTP Sludge Handling		103,000		103,000	103,000
421	8024-533-6221	20WS01	NRWWTP EMERGENCY POND LIN		51,500	(51,500)	0	0
421	8024-533-6221	20WS04	NRWTP SCADA		160,000	(160,000)	0	0
421	8024-533-6301	21WS01	Perimeter Lighting at NRWTP	12,000		(247)	11,753	11,753
421	8030-535-6201	20WS05	NR Aggregate Storage Facility		10,000		10,000	10,000
421	8030-535-6323	21WS04	Perimeter Fencing at NR Aggregate Field	13,333		(13,333)	0	0
421	8030-535-6327	16WS07	Regional Pump Station #1		1,261,445		1,261,445	1,261,445
421	8030-535-6327	21WS25	Lift Statation Solar Panels			20,130	20,130	20,130
421	8030-535-6401		Wacker Neuson 20" 9hp Compactor	5,500		(4,499)	1,001	1,001
421	8030-535-6403		Towmaster T-24 Deck-Over Trailer	22,000		4,114	26,114	26,114
421	8030-535-6404		Vehicle Replacement - Camera Truck	177,695		(7,305)	170,390	170,390
421	8030-535-6404		Caterpillar 430F2 IT Backhoe Loader	136,000			136,000	136,000
421	8030-535-6404		Vac-Con Truck Equipment Enhancements	20,000			20,000	20,000
421	8034-535-6221	17WS13	NRWWTP Clarifier 2 Construction	1,041,427	956,177	448,471	2,446,075	2,446,075
421	8034-535-6221	17WS16	WRF Denitrification Project		3,188,423	59,474	3,247,897	3,247,897
421	8034-535-6221	20WS01	NRWWTP EMERGENCY POND LIN			51,500	51,500	51,500
421	8034-535-6325	21WS03	NRWRF Substandard Force Main	701,500			701,500	701,500
421	8034-535-6401		Club Car Tempo Electric	7,000		2,950	9,950	9,950
Utilities Connections Fee Fund								
423	8021-533-6221	18WS04	SRWTP 4 MG to 6MG Expansion		10,830		10,830	10,830
423	8021-533-6324	20WS07	PM Unit 3 WM Replacement		41,300		41,300	41,300
423	8021-533-6324	20WS08	Mandarin WM Extension & Replacement		68,000		68,000	68,000
423	8021-533-6324	20WS09	Cadez WM Replacement and Upgrade		124,425		124,425	124,425
423	8021-533-6324	21WS22	Eagle Rock Water Main Loop/Upgrade	6,340			6,340	6,340
423	8031-535-6221	16WS05	So Regional Water Reclamation		6,302		6,302	6,302
Utilities Renewal and Replacement Fund								
424	8022-533-6221	14WS02	NRWTP Elevated Walkways		165,930		165,930	165,930
424	8022-533-6221	17WS04	Tsf Filter/Backwash Pump		751,484		751,484	751,484
424	8022-533-6221	18WS06	NRWTP HSP Replacement		616,713	9,208	625,921	625,921
424	8022-533-6221	18WS19	Generator and Air Compressor		1,169,327		1,169,327	1,169,327
424	8022-533-6221	19WS07	NRWTP CO2 System	30,000	40,000		70,000	70,000
424	8022-533-6221	19WS08	Sodium Hypo Pump Skid Rep		53,000		53,000	53,000
424	8022-533-6221	19WS10	Nash HSP/MCC Replacement	350,000	721,712		1,071,712	1,071,712
424	8022-533-6221	19WS11	NRWTP Lime Slaking Silo Replacement	670,082	376,742		1,046,824	1,046,824
424	8022-533-6221	21WS08	SRWTP Bleach Tank Replacement	113,900			113,900	113,900
424	8022-533-6221	21WS09	SRWTP Transfer Switch Replacement	63,185			63,185	63,185
424	8022-533-6221	21WS12	NRWTP Treatment Unit #3	75,000			75,000	75,000
424	8022-533-6221	21WS13	NRWTP Elevated Tank Rehabilitation	250,000			250,000	250,000
424	8022-533-6221	21WS14	North Regional RO Plant Rehabilitation	350,000			350,000	350,000
424	8022-533-6221	21WS15	NRWTP 1.0 MG Ground Storage Tank Rehab	50,000			50,000	50,000
424	8022-533-6221	21WS20	NRWTP Actuators on Clearwell Pumps Discharge	50,000			50,000	50,000
424	8022-533-6221	21WS21	South Regional Gutters/Downspouts Replacement	11,400			11,400	11,400
424	8022-533-6222	21WS13	NRWTP Elevated Tank Rehabilitation	250,000		(250,000)	0	0
424	8022-533-6318	17WS22	WELL 17 REHAB		63,878		63,878	63,878
424	8022-533-6318	19WS17	Rehabilitation of Well #10		49,711		49,711	49,711
424	8022-533-6322	21WS16	Replace Large Meter Assemblies	50,000			50,000	50,000
424	8022-533-6322	21WS18	Dual Check Replacement Program	151,800			151,800	151,800
424	8022-533-6322	n/a	Meter Services - Meter Replacements	0	14,228	250,000	264,228	264,228
424	8022-533-6324	19WS02	Public Works Util Relocation		319,205		319,205	319,205
424	8022-533-6324	19WS06	Valve Replacement Program	178,400	76,103		254,503	254,503
424	8022-533-6324	19WS09	Valve Replacement Country Club		135,500	(135,500)	0	0
424	8022-533-6324	19WS13	Fire Hydrant Replacement		334,953		334,953	334,953
424	8022-533-6324	20WS07	PM UNIT 3 WM REPLACEMENT		165,200		165,200	165,200
424	8022-533-6324	20WS08	Mandarin WM Extension and Replacement		17,000		17,000	17,000
424	8022-533-6324	20WS09	Cadez WM Replacement & Upgreades		53,325		53,325	53,325
424	8022-533-6324	20WS10	Pt Malabar Raw WM Replace		127,000		127,000	127,000
424	8022-533-6324	20WS18	Babcock@Wyoming/Valkaria		6,410	(6,410)	0	0
424	8022-533-6324	21WS19	Turkey Creek to Port Malabar WM Replacement	220,000			220,000	220,000
424	8022-533-6324	21WS22	Eaglerock Water Main Upgrade & Looping	6,340			6,340	6,340
424	8032-535-6221	18WS01	Reuse High Svc Pumps Repl		527,219	26,871	554,090	554,090
424	8032-535-6221	18WS09	WWTP Digester 6 Rehab		2,766		2,766	2,766
424	8032-535-6221	18WS14	WWTP Mechanical Screen		2,765		2,765	2,765
424	8032-535-6221	18WS15	RAS/WAS Pump Rehab		3,686		3,686	3,686
424	8032-535-6221	18WS16	NRWWTP Grit System Rehabilitation	661,000	35,000		696,000	696,000



Utilities Department

Fund	Department Division Account	Project Number	Capital Improvements Program Summary	FY 2021 Adopted CIP Budget	FY 2020 to FY 2021 Rollovers	FY 2021 Amendments	New Project TOTAL	TOTAL FY 2021
424	8032-535-6221	20WS19	NRWWTP 24" Clarifier Valv				0	0
424	8032-535-6221	20WS21	NRWWTP Clarifier Eq Repla		410,451		410,451	410,451
424	8032-535-6221	21WS11	NRWWTP Polymer Skid Replacement	24,000		(7,344)	16,656	16,656
424	8032-535-6325	14WS07	Cable Lane Sewer Repl		343,198		343,198	343,198
424	8032-535-6325	18WS08	ARV Upgrade Program		114,635		114,635	114,635
424	8032-535-6325	19WS02	Public Works Util Relocation		65,065		65,065	65,065
424	8032-535-6325	20WS11	Sanitary Sewer Lining Program	530,000	13,651	14,391	558,042	558,042
424	8032-535-6325	20WS18	Babcock@Wyoming/Valkaria		6,384	(6,384)	0	0
424	8032-535-6325	21WS06	Replace PM Unit 55 Sanitary Sewer Pumping Systems	350,500			350,500	350,500
424	8032-535-6325	21WS07	Sewer System Repair/Replacement	300,000			300,000	300,000
424	8032-535-6325	21WS10	Replace Force Main Crossings at Various Locations	200,000			200,000	200,000
424	8032-535-6326	20WS12	NRWWTP Reuse Irrigation Rehab		30,000		30,000	30,000
424	8032-535-6327	17WS23	Lift Station #1 Relocate		87,840		87,840	87,840
424	8032-535-6327	18WS10	Lift Stations RTU Replacement		414,968		414,968	414,968
424	8032-535-6327	18WS11	LS Electrical Panel Repl		430,317		430,317	430,317
424	8032-535-6327	18WS21	Lift Station Valve Pit Elimination Program		150,000		150,000	150,000
424	8032-535-6327	20WS14	Lift Station #43		90,000	(34,146)	55,854	55,854
424	8032-535-6327	21WS17	Lift Station #4 and Lift Station #41 Modifications	125,000			125,000	125,000
424	8032-535-6327	21WS26	Lift Station 47 Replace			50,695	50,695	50,695
424	8032-535-6327	21WS27	SEEPix CAKE PUMP REPLACE			120,000	120,000	120,000
424	8040-536-6211	21WS21	South Regional Gutters/Downspouts Replacement	23,520			23,520	23,520
Main Line Extension Fee Fund								
425	8021-533-6101	21WS22	Eaglerock Water Main Upgrade & Looping	10,000			10,000	10,000
425	8021-533-6324	19WS15	GARVEY RD WM LINE EXTENSI		215,500		215,500	215,500
425	8021-533-6324	20WS08	MANDARIN WM EXTENS&REPLAC		11,500		11,500	11,500
425	8021-533-6324	20WS15	WALMSLEY ST WM EXTENSION		28,563		28,563	28,563
425	8021-533-6324	20WS16	UNIT 21 WATER SYSTEM LOOP		187,500		187,500	187,500
425	8021-533-6324	21WS22	Eaglerock Water Main Upgrade & Looping	12,681			12,681	12,681
425	8021-533-6324	21WS23	Pace Drive WM Looping			275,000	275,000	275,000
Utilities SRF Loan Fund								
433	8031-535-6221	16WS05	South Regional Water Reclamation Facility	18,938,800	19,972,953	(6,938,800)	31,972,953	31,972,953
Utilities '20 Bond Construction Fund								
434	8021-533-6221	18WS04	SRWTP 4MG to 6MG Expansion			11,448,441	11,448,441	11,448,441
TOTAL UTILITY DEPARTMENT ONLY				27,015,420	34,673,656	5,050,976	66,740,052	66,740,052

Non-Utility Departments

Fund	Department Division Account	Project Number	Capital Improvements Program Summary	FY 2021 Adopted CIP Budget	FY 2020 to FY 2021 Rollovers	FY 2021 Amendments	New Project TOTAL	TOTAL FY 2021
Information Technology								
001	2310-519-6413	20IT01	Disaster Recovery Solution Site		160,640	57,076	217,716	217,716
Community & Economic Development								
111	3353-554-6201	14CD01	Homes for Warriors		307,874	(307,874)	0	0
112	3353-554-6201	20CD01	Palm Bay Senior Center		556,464	(556,464)	0	0
112	3353-554-6308	14CDBG	Uncommitted & Available Funds		90,898	(90,898)	0	0
112	3411-554-6201	20CD01	Palm Bay Senior Center			712,841	712,841	712,841
112	3411-554-6308	14CDBG	Uncommitted & Available Funds			90,898	90,898	90,898
114	3353-554-6201	14CD01	Homes for Warriors		95,621		95,621	95,621
127	3353-554-6101	20CD01	Palm Bay Senior Center					
127	3353-554-6201	20CD01	Palm Bay Senior Center					
127	3411-554-6101	20CD10	Voluntary Home Buyout Prg			246,459	246,459	246,459
127	3411-554-6201	20CD10	Voluntary Home Buyout Prg			2,490,260	2,490,260	2,490,260
Building								
451	3120-524-6201	20BD01	Building Department - New Building			493,005	493,005	493,005
451	3120-524-6401	N/A	One (1) Portable Generator			139,698	139,698	139,698
451	3120-524-6403	N/A	Four (4) Building Inspector Vehicle Replacements			84,000	84,000	84,000
451	3120-524-6403	N/A	One (1) Code Compliance Inspector Vehicle			44,000	44,000	44,000
451	3120-524-6403	N/A	Vehicles/IT Cost			52,009	52,009	52,009
451	3120-524-6403	N/A	Account clean up			1,371	1,371	1,371
451	3120-524-6412	N/A	Plans Scanner/ Printer			26,216	26,216	26,216
451	3320-524-6407	N/A	Track-It (Superion Software)			46,556	46,556	46,556
Facilities								
001	4525-519-6201	18FD01	Fire Station 5 Rebuild		25,177	(861)	24,316	24,316
001	4525-519-6403		Light Vehicle			0	0	0
451	3320-524-6201	20BD01	Building Department - New Building	493,005		(493,005)	0	0
451	3320-524-6403	N/A	Four (4) Building Inspector Vehicle Replacements	84,000		(84,000)	0	0
451	3320-524-6403	N/A	One (1) Code Compliance Inspector Vehicle	21,000		(21,000)	0	0
451	3320-524-6412	N/A	Plans Scanner/Printer	31,086		(31,086)	0	0
Parks & Recreation								
001	4010-572-6411	N/A	Computer Software		707		707	707
001	4020-572-6401	N/A	Generator for Movie Equipment Trailer			1,199	1,199	1,199
001	4525-519-6403	N/A	Light Vehicles					
001	4026-572-6301	19PR06	FPRP Sewer Conversion		364,671	101,331	466,002	466,002
001	4026-572-6301	20PR03	Drive through Lightfest		93,242		93,242	93,242
001	4026-572-6332	21PR08	Playground Repls: Liberty, Riviera, Veterans, Oakwood, Knecht and Lynbrook Parks			655,094	655,094	655,094
001	4031-572-6402	N/A	Tables for PB Senior Center			0	0	0
001	4032-572-6301	20PR01	Aquatic Center Renovations		152,724	163,148	315,872	315,872
191	4050-572-6301	21PR01	Riviera Dog Park			150,000	150,000	150,000
192	4050-572-6308	16PK08	Campgrounds @ PB Regional Park		17,717	534,836	552,553	552,553
192	4050-572-6308	18PR04	Wake Forest Basketball Court		255,408		255,408	255,408
192	4050-572-6308	21PR09	FPRP Disc Golf Course			35,000	35,000	35,000
192	4050-572-6332	17PR06	Palm Bay Senior Center Improvements		2,237		2,237	2,237
193	4050-572-6308	16PK08	Campgrounds @ PB Regional Park			462,637	462,637	462,637
301	4090-572-6308	16PK08	Campgrounds @ PB Regional Park		1,683,600	558,492	2,242,092	2,242,092
Fire								
001	6012-522-6201	18FD01	Fire Station 5 Rebuild		60,096	(11,341)	48,755	48,755
001	6012-522-6201	19FD01	Fire Station Hardening Program		322,915		322,915	322,915
001	6012-522-6323	18FD01	Fire Station 5 Rebuild		7,204	(3,122)	4,082	4,082
001	6012-522-6401	18FD01	Fire Station 5 Rebuild		23,967	(1,178)	22,789	22,789
001	6012-522-6401	19FD01	Fire Station Hardening Program		113,395		113,395	113,395
001	6012-522-6401	N/A	Brevard EMS Trust Grant			30,905	30,905	30,905
001	6012-522-6408	19FD02	Fire Dispatch Center		20,980		20,980	20,980
187	6050-522-6403	N/A	Fabricate high-water rescue vehicle for Fire Station #5			6,251	6,251	6,251
188	6050-522-6403	N/A	Fabricate high-water rescue vehicle for Fire Station #5			6,251	6,251	6,251
188	6050-522-6408	19FD02	Fire Dispatch Center		2,143		2,143	2,143
189	6050-522-6403	N/A	Fire Station Brush Truck			180,000	180,000	180,000
190	6050-522-6201	18FD01	Fire Station 5 Rebuild		188,822	(94,248)	94,574	94,574
190	6050-522-6201	21FD01	Fire Training Center			516,000	516,000	516,000
190	6050-522-6323	18FD01	Fire Station 5 Rebuild		10,000	(2,122)	7,878	7,878
190	6050-522-6401	18FD01	Fire Station 5 Rebuild		66,740	(12,793)	53,947	53,947
190	6050-522-6401	N/A	Air compressor for Fire Station 5			50,000	50,000	50,000
190	6050-522-6403	N/A	Training Vehicle			43,740	43,740	43,740
Police								
101	5040-521-6403	N/A	Light Vehicles - Three (3) Unmarked Police Vehicles		45,269		45,269	45,269
183	5050-521-6403	N/A	Six (6) Police Vehicle Replacements			35,110	35,110	35,110
184	5050-521-6403	N/A	Six (6) Police Vehicle Replacements			35,110	35,110	35,110
186	5050-521-6403	N/A	Six (6) Police Vehicle Replacements			140,440	140,440	140,440
301	5090-521-6201	20PD01	PD Headquarters - Roof Replacement & Shutter Install		224,473		224,473	224,473
301	5090-521-6201	21PD01	CDBG-MIT CFHP PD MAIN ST			24,849	24,849	24,849
301	5090-521-6201	21PD02	CDBG-MIT CFHP PD SUB ST			15,896	15,896	15,896
Public Works								
001	7013-541-6401	N/A	Purchase SP85 GNSS Single Receiver Kit			9,404	9,404	9,404
001	7017-541-6401	N/A	Purchase ROW Mowing Equipment			18,432	18,432	18,432
001	7026-541-6316	21PW01	Eldron & Malabar Signal Respan			40,754	40,754	40,754
001	7026-541-6316	21PW02	Eldron & Malabar Signal Respan			40,000	40,000	40,000
001	7026-541-6401	N/A	Purchase PCMT 8000 Conflict Monitor Tester			1,859	1,859	1,859

Non-Utility Departments

Fund	Department Division Account	Project Number	Capital Improvements Program Summary	FY 2021 Adopted CIP Budget	FY 2020 to FY 2021 Rollovers	FY 2021 Amendments	New Project TOTAL	TOTAL FY 2021
001	7070-519-6401	n/a	Large format printer			44,089	44,089	44,089
197	7050-541-6316	20PW03	Emerson NW & Glencove NW		83,298		83,298	83,298
197	7090-541-6316	18PW01	SJHP TRAFFIC SIGNAL @ MAL		298,289		298,289	298,289
199	7050-541-6303	15PW11	SO. I-95 INTERCHANGE/PKWY		48,548		48,548	48,548
199	7050-541-6303	21PW06	SJHP Intersxn and Babcock			19,000	19,000	19,000
301	7090-539-6306	21PW05	2 NUTRIENT SEP BAFFLE BOX			200,000	200,000	200,000
301	7090-541-6315	18PW02	Safe Routes to Schools		1,988,712		1,988,712	1,988,712
306	7090-541-6303	15PW11	SO. I-95 INTERCHANGE/PKWY		197,644		197,644	197,644
307	7090-541-6304	18PW02	Safe Routes to Schools			12,450	12,450	12,450
307	7090-541-6304	18RD07	MALABAR RD WIDEN PRELIM		12,450	(12,450)	0	0
307	7090-541-6304	21RD01	FY21 Asphalt Rejuvenation			1,200,000	1,200,000	1,200,000
307	7090-541-6304	20RD01	FY 20 Road Program	1,170,735	303,453	(1,200,000)	274,188	274,188
307	7090-541-6315	18PW02	Safe Routes to Schools		6,009		6,009	6,009
308	7090-541-6303	15PW11	SO. I-95 INTERCHANGE/PKWY		466,749		466,749	466,749
309	7090-541-6303	19GO02	GO Bond Eldron Blvd Repaving		3,686		3,686	3,686
309	7090-541-6303	19GO03	GO Bond Unit 41 Repaving		78,868		78,868	78,868
309	7090-541-6303	20GO01	RBP Unit 31 Road Restoration		286,040		286,040	286,040
309	7090-541-6303	20GO02	RBP Unit 32 Road Restoration		167,565		167,565	167,565
309	7090-541-6303	20GO03	Unit 42 Road Paving		3,746,537		3,746,537	3,746,537
309	7090-541-6303	20GO04	Garvey Road Paving		322,216		322,216	322,216
309	7090-541-6303	20GO05	Unit 11 Road Paving		3,699,817	(1,004,622)	2,695,195	2,695,195
309	7090-541-6303	20GO06	Unit 15 Road Paving		2,249,817	(188,972)	2,060,845	2,060,845
309	7090-541-6303	20GO07	Unit 18 Road Paving		3,439,862	(257,556)	3,182,306	3,182,306
309	7090-541-6303	20GO08	Unit 23 Road Paving		4,515,520	(1,166,777)	3,348,743	3,348,743
309	7090-541-6303	20GO09	Unit 56 Road Paving		1,499,877	(137,214)	1,362,663	1,362,663
309	7090-541-6303	20GO10	Port Malabar Road Paving		1,540,186		1,540,186	1,540,186
309	7090-541-6303	20GO11	Emerson Dr NE Paving Phase 1		1,654,323		1,654,323	1,654,323
309	7090-541-6303	20GO12	Unit 5 Road Paving		1,454,009		1,454,009	1,454,009
309	7090-541-6303	20GO13	Unit 46 Road Paving		2,595,940		2,595,940	2,595,940
309	7090-541-6303	20GO14	Unit 24 Road Paving		6,686,829		6,686,829	6,686,829
309	7090-541-6303	20GO15	Unit 25 Road Paving		8,954,748		8,954,748	8,954,748
309	7090-541-6303	20GO16	Pt Malabar Paving East		1,690	1,416,681	1,418,371	1,418,371
309	7090-541-6303	20GO17	Unit 17 Road Paving		2,001,306		2,001,306	2,001,306
309	7090-541-6303	21GO01	Unit 1, 2 & 3 Road Paving - additional rollover			1,214,767	1,214,767	1,214,767
309	7090-541-6303	21GO02	Unit 4 Road Paving			2,497,411	2,497,411	2,497,411
309	7090-541-6303	21GO03	Unit 27 Road Paving			44,928	44,928	44,928
309	7090-541-6303	21GO04	Unit 35 Road Paving			616,749	616,749	616,749
309	7090-541-6303	21GO05	Unit 43 Road Paving			156,720	156,720	156,720
309	7090-541-6303	21GO06	Unit 47 Road Paving			120,680	120,680	120,680
309	7090-541-6303	21GO08	Unit 26 Road Paving			646,000	646,000	646,000
309	7090-541-6303	21GO09	Unit 38 Road Paving			165,000	165,000	165,000
309	7090-541-6303	21GO10	Unit 39 Road Paving			695,000	695,000	695,000
309	7090-541-6303	21GO11	Unit 40 Road Paving			338,000	338,000	338,000
309	7090-541-6303	21GO14	KIRBY INDUST PARK PAVING			532,000	532,000	532,000
309	7090-541-6303	21GO15	PB COLONY ROAD PAVING			633,920	633,920	633,920
461	7083-538-6309	18SU14	Harper Blvd @ C-18 Culvert		108,927		108,927	108,927
461	7083-538-6309	19SU04	PH II PIPE RPLCMT UNIT 42		51,815	(51,815)	0	0
461	7083-538-6309	19SU09	Unit 32 Pipe Replacement		118,911	(118,911)	0	0
461	7083-538-6309	19SU10	Unit 42 Pipe Replacement Ph III		17,770	(17,770)	0	0
461	7083-538-6309	19SU11	Unit 11 Pipe Replacement		13,583	(11,702)	1,881	1,881
461	7083-538-6309	19SU12	UNIT 15 PIPE REPLACEMENT		21,826	(21,826)	0	0
461	7083-538-6309	19SU13	UNIT 23 CULVERT REPLACE		348,119	(347,920)	199	199
461	7083-538-6309	19SU14	UNIT 56 CULVERT REPLACE		81,077	(81,077)	0	0
461	7083-538-6309	20SU01	FY 20 SWU PROGRAM		971,749	(971,749)	0	0
461	7083-538-6309	20SU02	UNIT 18 PIPE REPLACEMENT		90,539	(90,539)	0	0
461	7083-538-6309	20SU03	POLLACK PARK STORMWATER		740	(740)	0	0
461	7083-538-6309	20SU04	JACOBIN ST @ C-60 CULVERT		47,948	(47,948)	0	0
461	7083-538-6309	20SU06	WATERBURY @C-39 PIPE REPL		474,759	(86,590)	388,169	388,169
461	7083-538-6309	20SU07	FREEHOLD @ C41R PIPE REPL		221,509	(32,209)	189,300	189,300
461	7083-538-6309	20SU10	GALLASH @ C-14 CULVERT		29,563		29,563	29,563
461	7083-538-6309	20SU13	Unit 24 Pipe Replacement		30,000		30,000	30,000
461	7084-541-6309	20SU12	Malabar Road Drainage		482,073	791,111	1,273,184	1,273,184
461	7084-541-6309	20SU13	Unit 24 Pipe Replacement		374,981		374,981	374,981
461	7084-541-6309	20SU14	Unit 25 Pipe Replacement		634,251		634,251	634,251
461	7084-541-6309	20SU15	Emerson @ C51 Culvert Replacement		308,500	63,871	372,371	372,371
461	7084-541-6309	20SU17	Unit 2 Pipe Replacement	240,000	116,930		356,930	356,930
461	7084-541-6309	20SU18	Unit 4 Pipe Replacement	280,000	171,795		451,795	451,795
461	7084-541-6309	20SU20	Unit 5 Pipe Replacement		64,148		64,148	64,148
461	7084-541-6309	20SU25	Unit 43 Pipe Replacement		33,431		33,431	33,431
461	7084-541-6309	20SU26	Unit 47 Pipe Replacement		30,431		30,431	30,431
461	7084-541-6309	20SU27	Pipe Replacement NE Area	556,000	3,436		559,436	559,436
461	7084-541-6309	21SU01	Unit 17 Pipe Replacement	630,000		(630,000)	0	0
461	7084-541-6309	21SU02	Unit 20 Pipe Replacement	488,000			488,000	488,000
461	7084-541-6309	21SU03	Unit 26 Pipe Lining	361,000		(360,501)	499	499
461	7084-541-6309	21SU04	Unit 39 Pipe Lining & Replacement	362,000		(360,493)	1,507	1,507
461	7084-541-6309	21SU05	Unit 38 & 40 Pipe Lining	329,000		(329,000)	0	0
461	7084-541-6309	21SU06	Port Malabar Pipe Replacement	51,000		(51,000)	0	0
461	7084-541-6309	21SU07	Unit 27 Pipe Replacement	51,000		(51,000)	0	0
461	7084-541-6309	21SU08	Unit 35 Pipe Replacement	51,000		(51,000)	0	0
461	7084-541-6309	21SU09	Unit 43 Pipe Replacement	51,000		(51,000)	0	0
461	7084-541-6309	21SU10	Unit 47 Pipe Replacement	51,000		(51,000)	0	0
461	7084-541-6309	21SU11	Northeast Area (repair failed street crossing pipes)				0	0
461	7084-541-6309	21SU12	Country Club Units (repair failed street crossing pipes)	556,000			556,000	556,000
461	7084-541-6309	21SU13	Cured in Place Pipes	300,000			300,000	300,000
461	7084-541-6309	21SU14	Danr Drainage Ditch			63,600	63,600	63,600
461	7084-541-6309	21SU15	TRANTER @ C-41 PIPE REPLC			285,000	285,000	285,000
461	7084-541-6309	21SU16	Unit 48 Pipe Replacement			631,666	631,666	631,666
521	7070-519-6221	21PW03	Gasboy System Upgrades - Malabar/Main St			26,000	26,000	26,000
521	7070-519-6221	21PW04	Phase 1: Gasboy system and tank upgrades - FS4	40,000		(40,000)	0	0

Non-Utility Departments

Fund	Department Division Account	Project Number	Capital Improvements Program Summary	FY 2021 Adopted CIP Budget	FY 2020 to FY 2021 Rollovers	FY 2021 Amendments	New Project TOTAL	TOTAL FY 2021
521	7070-519-6401	n/a	Replace forklift			62,496	62,496	62,496
521	7070-519-6401	n/a	Replace fleet vehicle lifts (3)			40,000	40,000	40,000
521	7070-519-6401	n/a	Tractor with side cutter head attachment			150,000	150,000	150,000
521	7070-519-6401	n/a	Overhead crane fleet heavy equipment			20,000	20,000	20,000
521	7070-519-6403	N/A	Lease Purchase - 13 Police Vehicles & Supplies		549,469	328,304	877,773	877,773
521	7070-519-6403	N/A	Lease Purchase - Fire Apparatus		1,278,000		1,278,000	1,278,000
521	7070-519-6403	N/A	Six (6) Police Vehicle Replacements	177,000		(177,000)	0	0
521	7070-519-6403	N/A	Squad truck, Silverado crew cab & brush truck retrofit			134,000	134,000	134,000
521	7070-519-6403	N/A	Vehicle for new Construction Project Manager position			23,371	23,371	23,371
521	7070-519-6403	N/A	Four (4) truck replacements for Parks Department			109,000	109,000	109,000
521	7070-519-6403	N/A	Additional costs associated with Police Vehicle Replacements			21,646	21,646	21,646
521	7070-519-6403	N/A	Bucket Lift Truck for traffic operations			150,000	150,000	150,000
521	7070-519-6403	N/A	Vehicle for new Operations Division Manager position			27,250	27,250	27,250
521	7070-519-6404	N/A	Rubber Tire Excavator CAT 315 for Pipe Program			160,000	160,000	160,000
521	7070-519-6407	N/A	Software Upgrades			95,000	95,000	95,000
521	7070-541-6404	N/A	Construction Vehicle			17,247	17,247	17,247
			TOTAL NON-UTILITY DEPARTMENTS	6,373,826	59,873,252	12,383,711	78,630,789	78,630,789
Bayfront Community Redevelopment Agency (BCRA)								
							0	0
			TOTAL BAYFRONT COMMUNITY REDEVELOPMENT AGENCY (BCRA)	0	0	0	0	0
			COMBINED TOTAL UTILITY & NON-UTILITY	33,389,246	94,546,908	17,434,687	145,370,841	145,370,841



## LEGISLATIVE MEMORANDUM

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

**FROM:** Suzanne Sherman, City Manager

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

**DATE:** 9/16/2021

**RE:** Consideration of an Interlocal Agreement with the City of Melbourne for the Florida Avenue Paving Project.

The Florida Avenue Road Paving is another Year 2 (Phase 2) Road Bond Paving project. The Phase 2 paving program was endorsed by the Infrastructure Advisory Oversight Board (IAOB) on January 27, 2020, and then approved by City Council on February 6, 2020. The project consists of full depth reclamation and paving of Florida Avenue from Lipscomb Street to the eastern terminus, approximately 2,939 linear feet. The project also includes repair of two minor drainage pipes, thermoplastic striping, and the installation of pavement markers.

Based upon that certain as-built survey titled "Palm Bay City Limits Florida Avenue January 2000" provided by the City of Palm Bay, the percentage of Palm Bay and Melbourne right-of-way jurisdiction of Florida Avenue from Lipscomb Street to the east end of Florida Avenue is as follows: Approximately 65% of Florida Avenue is located in the jurisdiction of the City of Palm Bay and approximately 35% of Florida Avenue is located in the jurisdiction of the City of Melbourne. The City of Palm Bay and the City of Melbourne will do a cost-share of the costs associated with the project proportionate to each city's respective jurisdiction of Florida Avenue of the Project. During the initial design phase, both cities of Melbourne and Palm Bay agreed to have the City of Palm Bay lead in the design and construction of the project.

### REQUESTING DEPARTMENT:

Public Works

### FISCAL IMPACT:

In accordance with the Interlocal Agreement the City of Melbourne cost-share is 35% and the City of Palm Bay cost-share is 65% of the estimated Project cost \$96,128.62.

### RECOMMENDATION:

Motion to approve the Florida Avenue Road Paving Interlocal Agreement with the City of Melbourne.

### ATTACHMENTS:

#### Description

Florida Avenue ILA

**Prepared by and Return to:**  
Jennifer Cockcroft, Esq.  
City Attorney's Office  
City of Palm Bay  
1210 Malabar Road, SE Suite 201  
Palm Bay, FL 32907



**INTERLOCAL AGREEMENT  
BETWEEN  
THE CITY OF PALM BAY AND CITY OF MELBOURNE  
(Florida Avenue Paving Project)**

**THIS INTERLOCAL AGREEMENT** (“ILA” or this “Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the **CITY OF PALM BAY**, a Florida municipal corporation, whose address is 120 Malabar Road SE, Palm Bay, FL 32907, (hereafter referred to as “Palm Bay”) and the **CITY OF MELBOURNE**, a Florida municipal corporation, whose address is 900 E. Strawbridge Avenue, Palm Bay, Florida 32901 (hereafter referred to as “Melbourne”).

**WITNESSETH:**

**WHEREAS**, Section 163.01, *Florida Statutes*, provides that local governments may enter into interlocal agreements to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

**WHEREAS**, Florida Avenue is located within the northeast quadrant of the City of Palm Bay which borders the City of Melbourne, and a portion of the roadway is within the jurisdiction of the City of Melbourne; and

**WHEREAS**, the City of Palm Bay is commencing a road paving project within this quadrant and has funding available for same; and

**WHEREAS**, as the City of Melbourne desires to participate in a paving project on a portion of Florida Avenue within the jurisdiction of the City of Melbourne and has funding available for same; and

**WHEREAS**, the City of Palm Bay and the City of Melbourne wish to cooperate on the paving of Florida Avenue; and

**WHEREAS**, the parties have agreed and determined that this ILA is in the furtherance of the public health, safety and welfare of their citizenry.

**NOW THEREFORE**, in consideration of the premises herein, the parties hereby agree as follows:

**SECTION 1. RECITALS.** The above recitals are deemed true and correct and are hereby incorporated herein by this reference.

**SECTION 2. PURPOSE.** The purpose of this Agreement is to coordinate the repaving of Florida Avenue and to allocate the costs of repaving between the parties.

**SECTION 3. PROJECT.** The City of Palm Bay agrees to complete the replacement of two culverts and the repaving and reconstruction of Florida Avenue between Lipscomb and the east end of Florida Avenue as described in the attached Exhibit “A”, incorporated herein by reference (hereinafter referred to as the “Project”) and the City shall contribute toward completion of the Project as set forth in Section 4 below. This ILA shall function to provide the City of Palm Bay authorization to contract or issue work orders for performance of all activities related to this ILA on City of Melbourne owned and maintained portions of the Project.

**SECTION 4. FINANCIAL CONTRIBUTION TO THE PROJECT.**

**A. PROJECT COSTS.** The City of Palm Bay shall bear all costs for the Project except as set out below.

**B. PROPORTIONATE COST SHARING.** Based upon that certain as-built survey titled “Palm Bay City Limits Florida Avenue January 2000” provided by the City of Palm Bay, the percentage of Palm Bay and Melbourne right-of-way jurisdiction of Florida Avenue from Lipscomb Street to the east end of Florida Avenue is as follows: Approximately 65% of Florida Avenue is located in the jurisdiction of the City of Palm Bay and approximately 35% of Florida Avenue is located in the jurisdiction of the City of Melbourne. The City of Palm Bay and the City of Melbourne shall cost-share the costs associated with the Project proportionate to each city’s

respective jurisdiction of Florida Avenue of the Project (65% Palm Bay and 35% Melbourne), subject to the requirements and conditions set forth in this Section 4. The City of Melbourne's proportionate share (35%) of the estimated Project cost totals \$96,128.62 (the "Melbourne Cost Estimate"). Notwithstanding anything in this Agreement, any costs associated with or arising from any work beyond the Project for resurfacing as set forth in Exhibit A are not included in the shared Project costs and it is neither anticipated nor intended for the City of Melbourne to contribute its proportionate share toward costs associated with any work other than the Project for resurfacing as set forth in Exhibit A.

**C. CHANGE ORDERS.** If construction change orders become necessary, the City of Palm Bay will advise the City of Melbourne immediately and in writing. Any proposed change orders for the Project must be promptly reviewed and approved by the City of Palm Bay and the City of Melbourne in writing prior to acceptance. If the City of Melbourne does not provide review comments within 48 hours to the City of Palm Bay, the City of Palm Bay may proceed in the best interest of the Project and approve the change order which will be split proportionately between the City of Palm Bay and the City of Melbourne to the extent the change order reflects the Project located within the City of Melbourne jurisdiction. If a change order approved by the City of Palm Bay pursuant to this paragraph results in cost overruns beyond the Melbourne Cost Estimate, the parties agree to split the additional costs proportionately between the City of Palm Bay and the City of Melbourne, provided those overruns do not exceed 10% beyond the Melbourne Cost Estimate. If construction change orders exceed 10% beyond the Melbourne Cost Estimate, City of Melbourne written approval shall be required for any additional funding contribution by the City of Melbourne. Change orders that expand the scope of the Project as defined in Section 3 of this ILA shall be paid for solely by the party requesting the change order.

**D. DEPOSIT.** The City of Melbourne shall deposit with the City of Palm Bay the amount of \$48,000 (which is approximately fifty percent of the Melbourne Cost Estimate of \$96,128.62) within fifteen business days of the recordation of this ILA. The City of Palm Bay will retain the City of Melbourne's payment in a reimbursement fund with a separate cost center established for the Project and will only use that payment to pay City of Melbourne's portion of the Project costs as authorized by this Agreement.

**E. BALANCE DUE.** Upon completion of the Project, the City of Palm Bay shall provide documentation of actual costs incurred for the Project, an allocation of the City of



Melbourne's proportionate share (35%) of the actual costs and an invoice for the remaining contribution toward actual costs owed by the City of Melbourne in accordance with the terms and conditions of this ILA, which remaining contribution shall be payable within thirty (30) days.

**F. RETURN OF UNUSED FUNDS.** Any City of Melbourne contributed funds not expended by the City of Palm Bay as part of the Project and in accordance with this ILA shall be reimbursed without interest to the City of Melbourne within forty-five days of Project completion, but in no event later than September 30, 2022. The City of Palm Bay shall be responsible for paying all contractors in full. The City of Palm Bay will likewise promptly pay its share of the Project costs.

**SECTION 5. LEAD AGENCY.** The City of Palm Bay agrees to construct the Project, and the City of Melbourne agrees that the City of Palm Bay shall be the lead agency to perform all work on the Project. It is anticipated the City of Palm Bay will engage a contractor to complete the Project and the City of Palm Bay shall have the authority to enter into appropriate contracts to perform work on the Project. All contracts must be in compliance with Florida Statutes. The City of Palm Bay shall be responsible for obtaining all required federal, state and local permits, as applicable, prior to commencement of construction on the Project. The City of Melbourne shall cooperate in same as applicable, including acting as a co-applicant or co-permittee as deemed necessary by any third party governing agency.

The City of Palm Bay agrees to cooperate with the City of Melbourne in enforcing the construction contracts, including but not limited to assignment of City of Palm Bay contract rights to enforce surety bonds, performance and payment bonds, insurance claims, warranties and guarantees to the extent requested by the City of Melbourne. Upon request, the City of Palm Bay shall assign any claim arising under the contracts related to the Project to the City of Melbourne.

**SECTION 6. CONSTRUCTION REVIEW MEETINGS.** The City of Melbourne shall have the right to have a representative present at any construction-related meetings, such as preconstruction conference, site meetings, and progress meetings which shall be set at such time and place as the City of Palm Bay deems appropriate. The City of Palm Bay shall promptly provide advance notice of date, time and location of any construction-related meeting, unless an emergency meeting is required, in which case all best efforts shall be made to contact the City of Melbourne's designated Project representative. The City of Melbourne shall have the opportunity to conduct inspections during the Project and report any findings to the City of Palm Bay. If at any time, any

defects shall be found prior to final completion of the Project, the City of Melbourne shall provide written notice to the City of Palm Bay giving the City of Palm Bay a cure period to correct such defects. Prior to the release of any performance bonds, the City of Melbourne and City of Palm Bay shall conduct a final inspection.

## **SECTION 7. MISCELLANEOUS**

### **A. LITIGATION AND INDEMNIFICATION.**

1. Should any litigation arise under this ILA, the parties agree to waive any right to trial by jury and to bear their own costs of litigation, including attorneys' fees. Before instituting litigation, the parties agree to mediate any dispute in good faith. The cost of mediation shall be shared equally and mediated by a mediator agreeable to both parties.

2. Should any litigation arise under this ILA, the parties agree to venue in the appropriate courts of Brevard County, Florida and that the applicable law shall be that of the State of Florida.

3. To the extent allowed by law and subject to the provisions set forth in Sec. 768.28, Florida Statutes, each party is responsible for the negligent or wrongful acts or omissions of its own employees, agents or other representatives while acting within the scope of their employment or otherwise within their authorized capacity, arising from the activities encompassed by this Agreement. Nothing contained within this Agreement requires either party to indemnify the other party for any losses, damages or injuries caused by or otherwise arising from the negligent or wrongful act or omission of its employees, agents or representatives. Neither party, by execution of this Agreement, will be deemed to have waived its statutory right/defense of sovereign immunity, or to have increased its limits of liability under Sec. 768.28, Florida Statutes, as may be amended from time to time. Each party shall retain all rights, defenses, and remedies under Florida law in the event of any claims, suits or other disputes arising from its performance of the obligations under this Agreement. Nothing in this Agreement shall be interpreted to create any causes of action for any third parties not a party to this Agreement. Nothing herein shall be construed as an admission of liability or waiver of sovereign immunity by the parties.

4. In the event of any legal action to enforce the terms of this Agreement, each party shall bear its own attorney's fees and costs.

**B. GOOD FAITH/COOPERATION:** The parties agree to proceed in good faith in the execution of this ILA. To the extent the City Attorneys of Palm Bay and Melbourne determine

that additional documents are required to be prepared and executed in order to effectuate this ILA, the Palm Bay City Manager and the Melbourne City Manager are authorized to prepare or have prepared such documents and authority to execute same, including but not limited to: Amendments or any permit applications required by any governing agency.

**C. NOTICE:**

5. Notices shall be given to the following:

CITY OF MELBOURNE:

City of Melbourne  
City Manager  
900 E. Strawbridge Avenue  
Melbourne, FL 32901

With an email copy to  
Alison Dawley, City Attorney  
Email: City.Attorney@MLBFL.org

CITY OF PALM BAY:

City of Palm Bay  
City Manager  
120 Malabar Rd SE  
Palm Bay, FL 32907

City of Palm Bay  
City Attorney  
120 Malabar Rd SE  
Palm Bay, FL 32907

2. Either of parties may change, by written notice as provided herein, the addresses or persons for receipt of notices. Each such notice shall be deemed delivered on the date delivered if by personal delivery or on the date of transmission if by email, or on the date upon which the return receipt is signed or delivery is refused or notice is designated by the postal authorities as not deliverable, as the case may be, if mailed or date of delivery by overnight delivery services as evidenced by a service receipt. Either of parties may change, by written notice as provided herein, the addresses or persons for receipt of notices. Each such notice shall be deemed delivered on the date delivered if by personal delivery or on the date of transmission if by email, or on the date upon which the return receipt is signed or delivery is refused or notice is designated by the postal authorities as not deliverable, as the case may be, if mailed or date of delivery by overnight delivery services as evidenced by a service receipt.

**D. COUNTERPARTS:** This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

**E. EXTENSION/TERMINATION:** The term of this Agreement may also be terminated or extended by mutual written agreement of the parties. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and neither this Agreement nor any portion of it may be altered, modified, waived, deleted or amended except by a written instrument equal in dignity herewith and executed by the parties to be bound thereby. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter of this Agreement.

**F. BINDING EFFECT; WAIVER; TIME EXTENSIONS:** This Agreement shall be binding upon and inure to the benefit of the successors in interest, transferees and assigns of the parties. No failure by a party to exercise any right, power, or privilege under this Agreement is a waiver of that or any other right, power, privilege under this Agreement. The parties may agree, in writing, to extend or change any of the deadlines specified in this Agreement.

**G. PUBLIC RECORDS:** The parties shall allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter 119, Florida Statutes, which have been made or received in conjunction with this Agreement. In performance of this Agreement, the City of Palm Bay shall keep books, records, and accounts of all activities related to this Agreement in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the City of Palm Bay in conjunction with this Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the City of Melbourne. The City of Palm Bay shall retain all documents, books and records for a period of at least five years after termination of this Agreement and in any event no less than a period in accordance with state law. All records or documents created by or provided to the City of Melbourne by the City of Palm Bay in connection with this Agreement are public records subject to Florida Public Records Law, Chapter 119, Florida Statutes.

**H. CONFLICT OF INTEREST:** Both parties agree that they will not commit any act in the performance of its obligations pursuant to this Agreement that would create a conflict of interest, as defined by Chapter 112, Florida Statutes.

**I. DEFAULT/RIGHT TO CURE:** Failure on the part of any party to observe, comply with, perform or maintain in any material way any term, covenant, condition, duty, obligation, representation or warranty contained in or arising out of this Agreement, shall

constitute a default under this Agreement. Upon occurrence of a default by any party, the non-defaulting party shall deliver written notice to the party in default in the manner provided for above, identifying the specific nature of the default therein. The party in default shall have thirty (30) days within which to cure such default unless the nature of the default is such that it cannot be cured within thirty days, the party in default shall have additional time that may be necessary to cure the default, so long as the party in default commences the cure and diligently prosecutes such cure until completion. For any default not cured as provided herein, the non-defaulting party shall have all remedies available to it under the laws of the State of Florida.

**J. FORCE MAJEURE:** In the event that performance of this Agreement by any party is prevented or interrupted by a Force Majeure Event, said party shall not be liable for such nonperformance, but only for the duration or to the extent of said Force Majeure Event and only if said party is not directly or indirectly responsible therefor. Any party claiming to be relieved of any duty pursuant to this Section shall give prompt written notice thereof to the other party. The parties agree, however, to remedy with all reasonable dispatch the cause or causes preventing a party from carrying out this Agreement. For purposes of this Section, the phrase “Force Majeure Event” shall mean an event not the fault of, and beyond the reasonable control of, the party claiming excuse which makes it impossible or extremely impracticable for such party to perform obligations imposed on it by this Agreement, by virtue of its effect on the physical facilities and their operation or employees essential to such performance. Force Majeure Events include (a) an “act of God” such as a hurricane, tornado, hail storm, drought, earthquake, flood, climatic event, earth movement, or similar catastrophic event; (b) an act of the public enemy, terrorism, sabotage, civil disturbance or similar event; (c) a strike, work stoppage, picketing or similar concerted labor action; (d) delays in construction caused by unanticipated negligence or breach of contract by a third party or inability to obtain environmental permits or essential materials after diligent and timely efforts; (e) an order or regulation issued by a federal, state, regional or local regulatory agency after the Effective Date or a judgment or order entered by a federal or state court after the Effective Date; or (f) any other action by any third party that makes it impossible or extremely impracticable for a party to perform its obligations under this Agreement.

**K. NO THIRD PARTY BENEFICIARIES:** This Agreement is solely for the benefit of the Cities of Palm Bay and Melbourne and no right or cause of action shall accrue to or for the benefit of anyone other than the Cities of Palm Bay and Melbourne. Nothing in this Agreement,

expressed or implied, is intended or shall be construed to confer upon or give any person or entity other than the Cities of Palm Bay and Melbourne any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Cities of Palm Bay and Melbourne.

**L. EFFECTIVE DATE.** This Agreement shall take effect on the date that it is executed by both parties hereto and recorded in the Official Records of Brevard County, Florida.

**M. EXECUTION; RECORDATION.** Upon full execution by both parties hereto, this ILA shall be recorded by Palm Bay in the Official Records of Brevard County, Florida and a recorded copy returned to the Palm Bay City Clerk at the address listed above. A certified copy shall also be made available to the City of Melbourne upon recording.

[Signature page follows.]

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the date first written.

**CITY OF PALM BAY, FLORIDA:**

**By:** \_\_\_\_\_

Robert Medina, Mayor

As authorized for execution by the City of  
Palm Bay City Council at its \_\_\_\_\_  
\_\_\_\_\_, 2021 regular meeting.

ATTEST:

\_\_\_\_\_  
Terese Jones, City Clerk

**CITY OF MELBOURNE, FLORIDA**

**By:** \_\_\_\_\_

Shannon M. Lewis,  
City Manager

As authorized for execution by the Melbourne  
City Council at its \_\_\_\_\_, 2021  
regular meeting.

ATTEST:

\_\_\_\_\_  
Kevin McKeown, City Clerk

Description of the Project

The project consists of the resurfacing of Florida Avenue from 91 feet east of the centerline of Lipscomb Street a distance of 0.56 miles to the east end of Florida Avenue, which resurfacing requires the replacement of two 24” cross-drain culverts and the full depth reclamation to produce a stabilized base course, testing, new asphalt, temporary painted pavement markings, thermoplastic pavement markings, mobilization and maintenance of traffic. The approximate jurisdictions of Florida Avenue are noted on the attached 5-page survey.

The full depth reclamation will consist of a 9-inch mix including full depth reclamation, cement, and asphalt emulsion. The March 25, 2021, engineering estimate from the City of Palm Bay estimates 9,817 square yards.

The asphalt to be installed after full depth reclamation will be 1.5-inches thick. The estimated quantity is 793 tons of 1.5-inches of SP 9.5.

Mobilization, maintenance of traffic, and erosion control are lump sum items estimated as a percentage of the total estimated cost.

The work shall be completed within 120 consecutive days and shall be completed by September 30, 2022.





## LEGISLATIVE MEMORANDUM

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

**FROM:** Suzanne Sherman, City Manager

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

**DATE:** 9/16/2021

**RE:** Consideration of terminating the grant agreements with the Florida Division of Emergency Management and the Florida Department of Economic Opportunity for the Voluntary Home Buyout Program due to lack of eligible households to participate in the program.

Following Hurricane Irma in 2017, the City of Palm Bay was approached by homeowners on Cimarron Circle regarding losses incurred as a result of Hurricane Irma and sought assistance to address perpetual flood damage to the homes, which were built within a high-risk flood zone. Homes built within a floodplain sustain recurrent flood damage, which is not covered under home insurance. The City's FEMA Coordinator and Housing Administrator identified available grant funds through FEMA's Hazard Mitigation Grant Program (HMGP) and began discussing interest and willingness of the residents to participate in a Voluntary Home Buyout Program.

At the Regular Council Meeting held on July 19, 2018, City Council approved the submission of a grant application to the Florida Division of Emergency Management (FDEM) for the FEMA Hazard Mitigation Grant Program (HMGP). The grant application included the acquisition and demolition of thirteen (13) homes on Cimarron Circle. The homes on Cimarron Circle are located within a flood plain and have suffered repetitive losses due to flood events, to include Hurricane Irma. To support its application, the City's Housing Division obtained signed notices of voluntary interest forms from 13 residents of Cimarron Circle, dated December 10, 2018.

On July 1, 2019, the Florida Department of Economic Opportunity's (DEO) Office of Disaster Recovery (DR), responsible for administering a Community Development Block Grant-Disaster Recovery (CDBG-DR) program funded by the U.S. Department of Housing & Urban Development (HUD), published a Request for Applications to the Rebuild Florida's Voluntary Home Buyout (VHB) Program. The VHB Program serves to acquire properties that are in high-risk flood areas to help reduce the impact of future disaster.

At the Regular Council Meeting held on August 13, 2019, City Council authorized the submission of an application for CDBG-DR for funds in the amount of \$684,179 to serve as the required 25 percent local match for FEMA's Hazard Mitigation Grant Program (HMGP). In December 2019, the City received notification from DEO regarding a CDBG-DR grant award for the full request amount of \$684,179. Subsequently, the City received the CDBG-DR Subrecipient Grant Agreement for a period of 24 months from the date of execution calling for timely expenditure of funds, which are subject to federal requirements and therefore, shall principally benefit low- to moderate-income persons in a manner that ensures that at least 70 percent of the grant awarded benefits such

persons. Additionally, the Agreement calls for certain deliverables based upon an established timeline, to include program design and implementation for VHB, completion of homeowner buyout and subsequently demolition of structures.

At the Regular Council Meeting held on April 15, 2020, City Council approved the grant agreement with the Florida Department of Emergency Management (FDEM) for the FEMA Hazard Mitigation Grant Program (HMGP).

The total projected cost of the Cimarron Circle flood damage mitigation project is \$2,736,718 (HMGP and CDBG-DR grant funding) and would cover the cost of acquisition for the 13 properties, demolition, environmental reviews, and other related activity. Through these two funding sources, the City could acquire and demolish the homes and retain the properties for future open green space in perpetuity, thereby mitigating any potential future losses due to flooding.

However, the City has encountered multiple obstacles that prevent the Housing Division from moving forward with this program. The biggest obstacle is that the matching grant from DEO is CDBG-DR funding from HUD. As such, the program must meet the HUD CDBG national objective of benefitting low- to moderate income households. This national objective mandates that 70% of all funding must benefit low to moderate income households and as such, 70% of all five (5) remaining households, or four (4) of the five (5) households, must meet the income guidelines of low- to moderate per HUD income limits. **After conducting income verifications, all five (5) households are over income and do not qualify to meet the grant compliance requirements.**

Staff has investigated other possible avenues of funding to replace the \$684,179 that must serve as the required 25 percent local match for FEMA's Hazard Mitigation Grant Program (HMGP) but has found no other alternative. The only funding stream possible that is available and does not have income restrictions is the City's General Fund.

To date, no funds have been expended against either grant agreement, as there is currently no administration funds included and no programmatic costs have been incurred.

The Housing Division respectfully requests the termination of the grant agreements with both the Florida Division of Emergency Management and the Florida Department of Economic Opportunity. If approved by City Council, staff will formally notify all interested parties.

**REQUESTING DEPARTMENT:**

Community & Economic Development

**FISCAL IMPACT:**

There is no fiscal impact. No funds have been expended against either grant agreement, as there is currently no administration funds included and no programmatic costs have been incurred.

**RECOMMENDATION:**

Motion to approve termination of the grant agreements with both the Florida Division of Emergency Management and the Florida Department of Economic Opportunity for the Voluntary Home Buyout Program.

**ATTACHMENTS:**

**Description**

VHB Program FDEM Executed Contract

VHB Program DEO Executed Contract

VHB Program DEO Amendment One to Contract



STATE OF FLORIDA

# DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis  
Governor

Jared Moskowitz  
Director

December 18, 2020

Sarah Urban  
Special Projects Manager  
City of Palm Bay  
120 Malabar Road Southeast  
Palm Bay, Florida 32907

**Re: Project Number: 4337-283-R, City of Palm Bay, Cimarron Circle,  
Acquisition and Demolition**

Dear Sarah Urban:

Enclosed is the executed Hazard Mitigation Grant Program (HMGP) contract number H0555 between City of Palm Bay and the Division of Emergency Management.

Please email all Requests for Reimbursement (Attachment D) to the project manager at [Carmen.Acosta@em.myflorida.com](mailto:Carmen.Acosta@em.myflorida.com). The Project Manager for this contract is:

Carmen Acosta, Project Manager  
Florida Division of Emergency Management  
2702 Directors Row  
Orlando, Florida 32809

If you have any specific questions regarding the contract or the Request for Reimbursement form, please contact Carmen Acosta at (850) 692-9458.

Respectfully,

**Miles E. Anderson**

Digitally signed by Miles E. Anderson  
DN: cn=Miles E. Anderson, o=DEM, ou=Mitigation,  
email=Miles.anderson@em.myflorida.com, c=US  
Date: 2020.12.21 10:58:52 -05'00'

Miles E. Anderson  
Bureau Chief, Mitigation  
State Hazard Mitigation Officer

Enclosure

Agreement Number: H0555  
Project Number: 4337-283-R

### FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.92 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.74, "pass-through entity" means "a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.93, "Sub-Recipient" means "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.38, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.92, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Sub-Recipient's name:	City of Palm Bay
Sub-Recipient's unique entity identifier:	59-6018984
Federal Award Identification Number (FAIN):	FEMA-DR-4337-FL
Federal Award Date:	August 21, 2020
Subaward Period of Performance Start and End Date:	Upon execution through November 30, 2022
Amount of Federal Funds Obligated by this Agreement:	\$1,974,933.00
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	\$2,052,539.25
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	\$2,052,539.25
Federal award project description (see FFATA):	Acquisition and Demolition
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	Carmen.Acosta@em.myflorida.com
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.039 Hazard Mitigation Grant Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A



THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and the **City of Palm Bay** , (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Sub-Recipient performance; and,
- ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Carmen Acosta  
Project Manager  
Bureau of Mitigation  
Florida Division of Emergency Management  
2702 Directors Row  
Orlando, Florida 32809  
Telephone: 850-692-9458  
Email: [Carmen.Acosta@em.myflorida.com](mailto:Carmen.Acosta@em.myflorida.com)

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall  
Community Program Manager  
Bureau of Mitigation  
Florida Division of Emergency Management  
2555 Shumard Oak Boulevard  
Tallahassee, FL 32399  
Telephone: 850-815-4503  
Email: [Kathleen.Marshall@em.myflorida.com](mailto:Kathleen.Marshall@em.myflorida.com)



1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Sandra Urban  
Special Projects Manager  
City of Palm Bay  
120 Malabar Road Southeast  
Palm Bay, Florida 32907  
Telephone: 321-952-3400 ext. 5252  
Email: Sandra.Urban@palmbayflorida.org

2. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties and shall end on **November 30, 2022**, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.77, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.



(9) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.
- b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.
- c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **\$1,974,933.00**.
- d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."
- e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:
  - i. The required minimum acceptable level of service to be performed; and,
  - ii. The criteria for evaluating the successful completion of each deliverable.
- f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.76 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Sub-Recipient "relate financial data to performance accomplishments of the Federal award."
- g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*see* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an

established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal awards; and,
- iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

- i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,
  - ii. Participation of the individual in the travel is necessary to the Federal award.
- i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:

- i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

- ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

#### (10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right



of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.334, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.



e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become



public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, [Records@em.myflorida.com](mailto:Records@em.myflorida.com), or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.**

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable

provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle\_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle\_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

#### (12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.



e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

#### (15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

- a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
- b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;
- c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,
- d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

#### (16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

- a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;
- b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- c. Withhold or suspend payment of all or any part of a request for payment;
- d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- e. Exercise any corrective or remedial actions, to include but not be limited to:
  - i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,
  - ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,



iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

#### (17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

#### (18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited

to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

- i. Place unreasonable requirements on firms in order for them to qualify to do business;
- ii. Require unnecessary experience or excessive bonding;
- iii. Use noncompetitive pricing practices between firms or between affiliated companies;
- iv. Execute noncompetitive contracts to consultants that are on retainer contracts;
- v. Authorize, condone, or ignore organizational conflicts of interest;
- vi. Specify only a brand name product without allowing vendors to offer an equivalent;
- vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;
- viii. Engage in any arbitrary action during the procurement process; or,
- ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.



g. "[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(b), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(c) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

#### (19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

- i. Exhibit 1 - Funding Sources
- ii. Attachment A – Budget and Scope of Work
- iii. Attachment B – Program Statutes and Regulations
- iv. Attachment C – Statement of Assurances
- v. Attachment D – Request for Advance or Reimbursement
- vi. Attachment E – Justification of Advance Payment
- vii. Attachment F – Quarterly Report Form
- viii. Attachment G – Warranties and Representations
- ix. Attachment H – Certification Regarding Debarment
- x. Attachment I – Federal Funding Accountability and Transparency Act
- xi. Attachment J – Mandatory Contract Provisions

#### (20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior

to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

#### (21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management  
Cashier  
2555 Shumard Oak Boulevard  
Tallahassee FL 32399-2100

b. In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

#### (22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.



c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

**h. In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

i. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

j. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

k. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

l. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

m. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

#### (23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:



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

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

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

**(24) COPYRIGHT, PATENT AND TRADEMARK**

**EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.**

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

#### (25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

#### (26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The



contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

*Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.



(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

- i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

- i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:




- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
  - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
  - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.
- b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.
- c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.
- d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**SUB-RECIPIENT:** City of Palm Bay

By:   
Name and title: Suzanne Sherman, Acting City Manager  
Date: 11-6-2020  
FID# 59-6018984

**STATE OF FLORIDA**

**DIVISION OF EMERGENCY MANAGEMENT**

**Miles E. Anderson**  
By:   
Name and Title: Jared Moskowitz, Director  
Date: 12/21/2020

Digitally signed by Miles E. Anderson  
DN: cn=Miles E. Anderson, o=DEM, ou=Mitigation,  
email=Miles.anderson@em.myflorida.com, c=US  
Date: 2020.12.21 10:59:35 -05'00'

## EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

### Federal Program

Federal agency: Federal Emergency Management Agency: Hazard Mitigation Grant

Catalog of Federal Domestic Assistance title and number: 97.039

Award amount: \$ 1,974,933.00

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 CFR Part 205 Rules and Procedures for Funds Transfers

### Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
  - Acquisition of hazard prone properties
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.



**Attachment A**  
**Budget and Scope of Work**

**STATEMENT OF PURPOSE:**

The purpose of this Scope of Work is to acquire single family residences in Palm Bay, Brevard County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4337-283-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of Palm Bay, agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes. All acquisition activities shall be voluntary and conducted in compliance with 44 CFR Part 80.

**PROJECT OVERVIEW:**

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to acquire and demolish thirteen (13) residential properties in Palm Bay, Florida, 32905.

The scope of work proposes to acquire, demolish and remove all associated debris to clear the site and convert and return the land to open space into perpetuity. This includes all required permits, fees, property acquisition and removal or demolition of existing structures and septic tank.

Mitigation activities shall include all associated debris be removed to clear site, the land be converted to open space and the deed restricted as set forth in the FEMA program requirements concerning the acquisition of property for open space [44 CFR 206.434 (e)].

The project shall provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

ID#	Location	Coordinates
1)	1200 Cimarron Circle North East, Palm Bay, Florida, 32905	(28.027886, -80.616077)
2)	1204 Cimarron Circle North East, Palm Bay, Florida, 32905	(28.027893, -80.616415)
3)	1208 Cimarron Circle North East, Palm Bay, Florida, 32905	(28.027898, -80.616740)
4)	1212 Cimarron Circle North East, Palm Bay, Florida, 32905	(28.027902, -80.617066)
5)	1216 Cimarron Circle North East, Palm Bay, Florida, 32905	(28.027873, -80.617458)
6)	1217 Cimarron Circle North East, Palm Bay, Florida, 32905	(28.028379, -80.617086)
7)	1220 Cimarron Circle North East, Palm Bay, Florida, 32905	(28.028073, -80.617688)
8)	1226 Cimarron Circle North East, Palm Bay, Florida, 32905	(28.028417, -80.617653)
9)	1227 Cimarron Circle North East, Palm Bay, Florida, 32905	(28.028653, -80.617081)
10)	1232 Cimarron Circle North East, Palm Bay, Florida, 32905	(28.028692, -80.617645)
11)	1293 Cimarron Circle North East, Palm Bay, Florida, 32905	(28.028644, -80.616672)
12)	1297 Cimarron Circle North East, Palm Bay, Florida, 32905	(28.028370, -80.616681)
13)	1298 Cimarron Circle North East, Palm Bay, Florida, 32905	(28.028359, -80.616103)

**TASKS & DELIVERABLES:**

**A) Tasks**

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all federal and state laws and regulations. All



procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

- 2) The Sub-Recipient shall monitor and manage the acquisition of property subjected to or in danger of repetitive damage. The project shall be implemented in accordance with the approved scope of work previously presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

The project consists of the general construction and furnishing of all materials, equipment, labor and fees to acquire and demolish property.

The Sub-Recipient shall fully perform the approved project, as described in the submitted documents, in accordance with the approved scope of work, budget line item, allocation of funds and applicable terms and conditions indicated herein. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Construction activities shall be completed by a qualified and licensed Florida contractor. All construction activities shall be monitored by the professional of record. The Sub-Recipient shall complete the project in accordance with all required permits. All work shall be completed in accordance with applicable codes and standards.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county official, or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation for closeout shall include:

- a) Local Building Official Inspection Report, Local Permits, Certificate of Completion, Lead-based paint report, and Final Approval, as applicable.



- b) Letter from corresponding entities certifying the termination of any utilities. This may include but is not limited to decommissioning of septic systems and potable water wells.
  - c) Copy of Warranty Deeds.
  - d) Letter verifying compliance with the National Historic Preservation Act, to include if archaeological materials or human remains were encountered during project activities, and if so, how they were handled.
  - e) Copy of the U. S. Army Corps of Engineers (USACE) permit or verification that no permit is required (NPR) from the USACE Regulatory Division for work conducted in or near wetlands prior to construction activities.
  - f) Letter verifying that potentially hazardous waste, universal waste, and hazardous materials were handled, managed, and disposed in accordance with the requirements of local, state, and federal regulations. Copies of all required hazardous waste permits required by local, state and/or federal agencies must be submitted if any hazardous materials were encountered.
  - g) A Notice of Demolition or Asbestos Renovation forms and confirmation that any Asbestos-Containing Materials (ACM) were taken to an authorized landfill for such materials.
  - h) Letter verifying that the Sub-Recipient complied with all federal, state, and local abatement and disposal requirements under the Toxic Substances Control Act (TSCA) if any ACM, lead based paint, and/or other toxic materials were found during construction activities.
  - i) Letter verifying compliance with the State Hazardous Materials and Solid Waste Laws, to include if any hazardous materials were encountered during project activities, and if so, how they were handled and disposed of. Copies of all required hazardous waste permits required by local, state and/or federal agencies must be submitted if any hazardous materials were encountered.
  - j) Letter verifying compliance with the Resources Conservation and Recovery Act, to include identifying where and how unusable equipment, debris and materials were disposed of.
  - k) Proof of compliance with Project Conditions and Requirements contained herein.
- 3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation, which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

**Construction Expense:** The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

**Project Management Expenses:** The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for



each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, sealed engineering designs, and construction plans. The requests for reimbursement shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

**B) Deliverables:**

Mitigation Activities consist of acquiring, demolishing, and removing debris from properties located on Cimarron Circle North East, Palm Bay, Florida. Land shall be converted to open space and the deed restricted as set forth in the FEMA program requirements concerning the acquisition of property for open space [44 CFR 206.434 (e)].

The completed project shall provide protection against a 100-year storm event.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

**PROJECT CONDITIONS AND REQUIREMENTS:**

**C) Engineering:**

- 1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
- 2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
- 3) The Sub-Recipient should submit a copy of the Warranty Deed.
- 4) The Sub-Recipient shall provide a copy of any letters issued by the utility companies involved, confirming that all services have been terminated, as applicable.

**D) Environmental:**



- 1) Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project work is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies shall be redone.
- 2) Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time), regardless of the budget implications, shall require re-submission of the application to FEMA through the Division for National Environmental Policy Act (NEPA) re-evaluation before starting project work.
- 3) If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the finds will be taken. The Sub-Recipient will ensure that archaeological discoveries are secured in place, that access to the sensitive areas is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The Sub-Recipient's contractor will provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient will notify the Florida Division of Historical Resources and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary.

In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with ***Florida Statutes, Section 872.05***.

Any changes to the approved scope of work will require submission to, and evaluation and approval by, the State and FEMA, prior to initiation of any work, for compliance with Section 106.

The applicant shall ensure that all debris is disposed of in a manner consistent with Florida Department of Environmental Protection (FDEP) regulations.

- 4) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.
- 5) Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, applicant shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies.
- 6) If any asbestos containing material, lead based paint, and/or other toxic materials are found during construction activities, the applicant must comply with all federal, state and local abatement and disposal requirements. Upon closeout, the applicant must provide Notice of Demolition or Asbestos Renovation forms and confirmation that any asbestos containing materials were taken to an authorized landfill for such materials.

**E) Programmatic:**

- 1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the impact to the budget.
- 2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
- 4) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of the new expiration date and a new schedule of work, to



- the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 5) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
  - 6) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191. The Sub-Recipient shall identify and ensure that any duplication of benefits is properly documented and accounted for in the final mitigation offer.
  - 7) If the Sub-Recipient is not the current titleholder of the affected properties, the Sub-Recipient shall provide documentation confirming the property acquisition and easement rights were obtained voluntarily. If condemnation or eminent domain is used to obtain easement rights, FEMA shall not pay for any associated costs or payments to the property owner. Furthermore, FEMA shall not consider it an eligible contribution to the Non-Federal cost share requirement and shall not financially participate in that component of a project if land or easements are obtained involuntarily.
  - 8) The Sub-Recipient shall ensure that all property acquisition activities are voluntary and conducted in compliance with 44 CFR Part 80. In addition, the Sub-Recipient shall ensure that fair procedures are in place to compensate property owners and tenants affected by this property acquisition. This includes but may not be limited to determination of property values, the amount of mitigation offers, and the review and resolution of mitigation offer disputes.
  - 9) The Sub-Recipient shall ensure that a title search is conducted on the subject properties. All known encumbrances that are incompatible with open space use shall be revised or extinguished to ensure that each property use is consistent with the open space requirements in 44 CFR Part 80 and applicable guidance.
  - 10) The Sub-Recipient shall obtain a title insurance policy reflecting that all incompatible easements or other encumbrances to the title have been extinguished to demonstrate clear title in conformance with 44 CFR Section 80.17 (b).
  - 11) The Sub-Recipient shall remove incompatible facilities by demolition or by relocation outside the hazard area within 90 days of settlement of the property transaction, in conformance with 44 CFR Section 80.17 (d).
  - 12) The Sub-Recipient will comply with the Uniform Relocation Assistance Act and document compliance as appropriate, if applicable.
  - 13) Recording of the deed and required deed restrictions will take place in accordance with State law and within 14 days after the settlement and closing. The Sub-Recipient will record each property purchased on the applicable quarterly report.
  - 14) The Sub-Recipient shall provide the following documentation for each property:
    - a) An executed Declaration and Release Form (FEMA 009-0-3).
    - b) An executed Statement of Voluntary Participation Form (FEMA 81-112).
    - c) An executed copy of the Model Statement of Assurances for Property Acquisition Projects or an equivalent acceptable to the Division and FEMA.
    - d) A recorded copy of the deed conveying full property interest to City of Palm Bay. This deed must include the necessary elements of FEMA's prescribed model deed restrictions.
    - e) An NFIP Repetitive Loss Update Worksheet (FEMA AW-501) for any property that is identified in the FEMA Repetitive Loss Database.
    - f) Project specific information relating to duplication of benefits, as applicable.
  - 15) Documentation demonstrating the market value of each property (pre-event or current, as appropriate) and how the market value was determined.



- 16) All closeout documentation shall be delivered to the Division 30 days prior to the Period of Performance (POP) date.
- 17) Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.
- 18) National Historic Preservation Act (NHPA): If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the finds will be taken. The sub-recipient will ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The sub-recipient's contractor will provide immediate notice of such discoveries to the sub-recipient. The sub-recipient shall contact the Florida Division of Historic Resources and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary. In the event that unmarked human remains are encountered during permitted activities; all work shall stop immediately, and the proper authorities notified in accordance with Florida Statutes, Section 872.05.
- 19) National Historic Preservation Act (NHPA): Any changes to the approved scope of work will require submission to, and evaluation and approval by, the State and FEMA, prior to initiation of any work, for compliance with Section 106.
- 20) National Historic Preservation Act (NHPA): The sub-recipient shall ensure that all debris is disposed of in a manner consistent with Florida Department of Environmental Protection (FDEP) regulations.
- 21) Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA): Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, sub-recipient shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies.
- 22) Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA): If any asbestos containing material, lead based paint, and/or other toxic materials are found during construction activities, the sub-recipient must comply with all federal, state and local abatement and disposal requirements. Upon closeout, the sub recipient must provide Notice of Demolition or Asbestos Renovation forms and confirmation that any asbestos containing materials were taken to an authorized landfill for such materials.

This is FEMA project number **4337-283-R**. It is funded under HMGP, FEMA-4337-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4337.

FEMA awarded this project on August 21, 2020; this Agreement shall begin upon execution by both parties, and the Period of Performance for this project shall end on **November 30, 2022**.



**F) FINANCIAL CONSEQUENCES:**

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

**SCHEDULE OF WORK**

State & Local Contracting:	3 Months
Construction Plan/Technical Specifications:	3 Months
Title Search, Deed Restriction/Recording:	3 Months
Asbestos Test, Abatement:	3 Months
Environmental, Permitting, Bidding:	3 Months
Demolition/Site Grading/Landscaping:	6 Months
Final Inspections:	3 Months
Closeout Compliance:	3 Months
<b>Total Period of Performance:</b>	<b>27 Months</b>

**BUDGET****Line Item Budget\***

	<b>Project Cost</b>	<b>Federal Share</b>	<b>Non-Federal Share</b>
Materials:	\$2,340,897.00	\$1,755,672.75	\$585,224.25
Labor:	\$244,000.00	\$183,000.00	\$61,000.00
Fees:	\$48,347.00	\$36,260.25	\$12,086.75
<b>Initial Agreement Amount:</b>	<b>\$2,633,244.00</b>	<b>\$1,974,933.00</b>	<b>\$658,311.00</b>
***Contingency Funds:	\$103,475.00	\$77,606.25	\$25,868.75
<b>Project Total:</b>	<b>\$2,736,719.00</b>	<b>\$2,052,539.25</b>	<b>\$684,179.75</b>

\*Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.

\*\*\* **This project has an estimated \$103,475.00 in contingency funds.** Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

Project Management costs are included for this project in the amount of 0.00

**Funding Summary**

Federal Share:	\$2,052,539.25	(75.00%)
Non-Federal Share:	\$684,179.75	(25.00%)
<b>Total Project Cost:</b>	<b>\$2,736,719.00</b>	<b>(100.00%)</b>

**Attachment B**  
**Program Statutes and Regulations**

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;
- (2) 44 CFR Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;
- (3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;
- (4) Hazard Mitigation Assistance Guidance- February 27, 2015 Update; and
- (5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to Chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

- (1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;



- (2) No new structure will be erected on property other than:
  - a. a public facility that is open on all sides and functionally related to a designed open space;
  - b. a restroom; or
- (3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;
- (4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and
- (5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 CFR 206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

- (1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (44 CFR 13(c));
- (2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and
- (3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty (60) days prior to the project expiration date.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

- (1) 53 Federal Register 8034
- (2) Federal Acquisition Regulations 31.2
- (3) Section 1352, Title 31, US Code
- (4) Chapter 473, Florida Statutes
- (5) Chapter 215, Florida Statutes
- (6) Section 768.28, Florida Statutes
- (7) Chapter 119, Florida Statutes
- (8) Section 216.181(6), Florida Statutes
- (9) Cash Management Improvement Act of 1990
- (10) American with Disabilities Act
- (11) Section 112.061, Florida Statutes
- (12) Immigration and Nationality Act
- (13) Section 286.011, Florida Statutes

- (14) 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- (15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- (16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
- (17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- (18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
- (19) Victims of Crime Act (as appropriate)
- (20) Section 504 of the Rehabilitation Act of 1973, as amended
- (21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
- (22) Department of Justice regulations on disability discrimination, 28 CFR, Part 35 and Part 39
- (23) 42 U.S.C. 5154a



## Attachment C

### Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

- (a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;
- (b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work to be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- (d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;
- (e) It will comply with:
  - (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
  - (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- (f) It will comply with
  - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is



used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

- (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualified handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
  - (3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;
- (g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, Florida Statutes;
- (h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;
- (i) It will comply with the provisions of 18 U.S.C. 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees;
- (j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4002-4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;
- For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at [www.fema.gov/government/grant/sfha\\_conditions.shtml](http://www.fema.gov/government/grant/sfha_conditions.shtml)
- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR, Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
- (l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR, Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:
- (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR, Section 800.8) by the proposed activity; and



- (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
- (3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470(f), and implementing regulations in 36 CFR, Part 800.
- (4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 CFR, Part 800 (2)(e), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards)**, the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

- (5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

- (6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may be eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all



reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

- (7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.
- (m) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- (n) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (o) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (p) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (q) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;
- (r) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;
- (s) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;
- (t) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642;
- (u) It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626
- (v) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- (w) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763;
- (x) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270;
- (y) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;
- (z) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq.;
- (aa) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

- (bb) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources;
- (cc) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;
- (dd) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ee) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- (ff) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;
- (gg) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and
- (hh) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-666.
- (ii) With respect to demolition activities, it will:
  - (1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
  - (2) Return the property to its natural state as though no improvements had ever been contained thereon.
  - (3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
  - (4) Provide documentation of the inspection results for each structure to indicate:
    - a. Safety Hazard Present
    - b. Health Hazards Present
    - c. Hazardous Materials Present
  - (5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.
  - (6) Leave the demolished site clean, level and free of debris.
  - (7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.
  - (8) Obtain all required permits.
  - (9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
  - (10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).



- (11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR, Part 15 and 61). This clause shall be added to any subcontracts.
- (12) Provide documentation of public notices for demolition activities.

**Attachment D**

**DIVISION OF EMERGENCY MANAGEMENT**

**REQUEST FOR ADVANCE OR REIMBURSEMENT OF  
HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS**

SUB-RECIPIENT: City of Palm Bay

REMIT ADDRESS: \_\_\_\_\_

CITY: Palm Bay STATE: Florida ZIP CODE: 32907

PROJECT TYPE: Acquisition and Demolition PROJECT #: 4337-283-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0555

APPROVED BUDGET: \_\_\_\_\_ FEDERAL SHARE: \_\_\_\_\_ MATCH: \_\_\_\_\_

ADVANCED RECEIVED: \_\_\_\_\_ N/A \_\_\_\_\_ AMOUNT: \_\_\_\_\_ SETTLED? \_\_\_\_\_

Invoice Period: \_\_\_\_\_ To \_\_\_\_\_ Payment #: \_\_\_\_\_

Eligible Amount 100% (Current Request)	Obligated Federal Amount 75%	Obligated Non- Federal 25%	Division Use Only	
			Approved	Comments

TOTAL CURRENT REQUEST: \$ \_\_\_\_\_

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: \_\_\_\_\_

NAME / TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

TO BE COMPLETED BY THE DIVISION	
APPROVED PROJECT TOTAL	\$ _____
ADMINISTRATIVE COST	\$ _____
APPROVED FOR PAYMENT	\$ _____
<div style="text-align: right;"> GOVERNOR'S AUTHORIZED REPRESENTATIVE  DATE </div>	



**SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT  
CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE  
HAZARD MITIGATION ASSISTANCE PROGRAM**

SUB-RECIPIENT: City of Palm Bay PAYMENT #: \_\_\_\_\_  
PROJECT TYPE: Acquisition and Demolition PROJECT #: 4337-283-R  
PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0555

	REF NO <sup>2</sup>	DATE <sup>3</sup>	DOCUMENTATION <sup>4</sup>	(Check) AMOUNT	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
9					
<b>This payment represents      % completion of the project.</b>					<b>TOTAL</b>

<sup>2</sup> Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)

<sup>3</sup> Date of delivery of articles, completion of work or performance services. (per document)

<sup>4</sup> List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

**Attachment E  
JUSTIFICATION OF ADVANCE PAYMENT**

**SUB-RECIPIENT:** City of Palm Bay

If you are requesting an advance, indicate same by checking the box below.

☐ **ADVANCE REQUESTED**

Advance payment of \$ \_\_\_\_\_ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

**PLEASE NOTE:** Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

**ESTIMATED EXPENSES**

<b>BUDGET CATEGORY/LINE ITEMS (list applicable line items)</b>	<b>20__-20__ Anticipated Expenditures for First Three Months of Contract</b>
<u>For example</u> <b>ADMINISTRATIVE COSTS</b> (Include Secondary Administration.)	
<u>For example</u> <b>PROGRAM EXPENSES</b>	
<b>TOTAL EXPENSES</b>	

**LINE ITEM JUSTIFICATION** (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.

Attachment F

DIVISION OF EMERGENCY MANAGEMENT  
HAZARD MITIGATION GRANT PROGRAM  
QUARTERLY REPORT FORM

**Instructions:** Complete and submit this form to the appropriate Project Manager within fifteen (15) days of each quarter's end date.

SUB-RECIPIENT: City of Palm Bay PROJECT #: 4337-283-R  
PROJECT TYPE: Acquisition and Demolition CONTRACT #: H0555  
PROGRAM: Hazard Mitigation Grant Program QUARTER ENDING: \_\_\_\_\_

**Advance Payment Information:**

Advance Received ☐ N/A ☐ Amount: \$ \_\_\_\_\_ Advance Settled? Yes ☐ No ☐

Provide reimbursement **Projections** for this project (*projections may change*):

Jul-Sep 20 \$ \_\_\_\_\_ Oct-Dec 20 \$ \_\_\_\_\_ Jan-Mar 20 \$ \_\_\_\_\_ Apr-Jun 20 \$ \_\_\_\_\_

**Target Dates:**

Contract Initiation Date: \_\_\_\_\_ Contract Expiration Date: \_\_\_\_\_

Estimated Project Completion Date: \_\_\_\_\_

Project Proceeding on **Schedule**? ☐ Yes ☐ No (*If No, please describe under **Issues** below*)

**Percentage** of Work Completed (*may be confirmed by state inspectors*): \_\_\_\_\_ %

Describe **Milestones** achieved during this quarter:

Provide a **Schedule** for the remainder of work to project completion: (*Milestones from Contract with estimated dates*)

<u>Milestone</u>	<u>Date</u>

Describe **Issues** or circumstances affecting completion date, milestones, scope of work, and/or cost:

**Cost Status:** ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Additional **Comments**/Elaboration:

*NOTE: Division of Emergency Management (DEM) staff may perform interim inspections and/or audits at any time. Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, etc. Please contact the Division as soon as these conditions become known, otherwise you may be found non-compliant with your sub grant award.*

Person Completing Form:

Phone:

**~ To be completed by Division staff ~**

Date Reviewed: \_\_\_\_\_ Reviewer: \_\_\_\_\_

Actions:



**Attachment G**  
**Warranties and Representations**

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.326).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

**Certification Regarding  
Debarment, Suspension, Ineligibility  
And Voluntary Exclusion**

**Subcontractor Covered Transactions**

- (1) The prospective subcontractor, \_\_\_\_\_,  
of the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is  
presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded  
from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective  
subcontractor shall attach an explanation to this form.

**SUBCONTRACTOR**

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

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

City of Palm Bay  
Sub-Recipient's Name

H0555  
DEM Contract Number

4337-283-R  
FEMA Project Number

**Attachment I**  
**Federal Funding Accountability and Transparency Act**  
**Instructions and Worksheet**

**PURPOSE:** The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is <http://www.usaspending.gov/>.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate \$25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a) (2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

**ORGANIZATION AND PROJECT INFORMATION**

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates \$25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4337-283-R  
FUNDING AGENCY: Federal Emergency Management Agency  
AWARD AMOUNT: \$ 1,974,933.00  
OBLIGATION/ACTION DATE: August 21, 2020  
SUBAWARD DATE (if applicable): \_\_\_\_\_  
  
DUNS#: 060236262  
DUNS# +4: \_\_\_\_\_



\*If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the web form (<http://fedgov.dnb.com/webform>). The process to request a DUNS number takes about ten minutes and is free of charge.

BUSINESS NAME: City of Palm Bay  
DBA NAME (IF APPLICABLE): \_\_\_\_\_  
PRINCIPAL PLACE OF BUSINESS ADDRESS: \_\_\_\_\_  
ADDRESS LINE 1: 120 Malabar Rd. SE  
ADDRESS LINE 2: \_\_\_\_\_  
ADDRESS LINE 3: \_\_\_\_\_  
CITY Palm Bay STATE FL ZIP CODE+4\*\* 32907-3009

PARENT COMPANY DUNS# (if applicable): \_\_\_\_\_  
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): 97.039

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to acquire and demolish thirteen (13) residential properties in Palm Bay, Florida, 32905.

The scope of work proposes to acquire, demolish and remove all associated debris to clear the site and convert and return the land to open space into perpetuity. This includes all required permits, fees, property acquisition and removal or demolition of existing structures and septic tank.

Mitigation activities shall include all associated debris be removed to clear site, the land be converted to open space and the deed restricted as set forth in the FEMA program requirements concerning the acquisition of property for open space [44 CFR 206.434 (e)].

The project shall provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

*Verify the approved project description above, if there is any discrepancy, please contact the project manager.*

**PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):**

ADDRESS LINE 1: \_\_\_\_\_  
ADDRESS LINE 2: \_\_\_\_\_  
ADDRESS LINE 3: \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE+4\*\* \_\_\_\_\_

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

\*\*Providing the Zip+4 ensures that the correct Congressional District is reported.

**EXECUTIVE COMPENSATION INFORMATION:**

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; , (b) \$25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?
- Yes ☐ No ☒

***If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.***

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?
- Yes ☐ No ☐

**If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at <http://www.sec.gov/answers/excomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]**

**If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:**

**"Executive"** is defined as "officers, managing partners, or other employees in management positions".

**"Total Compensation"** is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

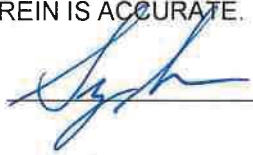
**TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR**

(Date of Fiscal Year Completion \_\_\_\_\_)

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: \_\_\_\_\_



NAME AND TITLE: Suzanne Sherman, Acting City Manager

DATE: 11-6-2020

**Attachment J**  
**Mandatory Contract Provisions**

**Provisions:**

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The Division provides the following list of sample provisions that may be required:



(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3709). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or

materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1096 Comp., p. 189) and 12689 (3 CFR Part 1099 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any



other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See §200.322 Procurement of recovered materials.

# APPENDIX III TO PART 200—INDIRECT (F&A) COSTS IDENTIFICATION AND ASSIGNMENT, AND RATE DETERMINATION FOR INSTITUTIONS OF HIGHER EDUCATION (IHEs)

## A. GENERAL.

This appendix provides criteria for identifying and computing indirect (or indirect (F&A) rates at IHEs (institutions). Indirect (F&A) costs are those that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular sponsored project, an instructional activity, or any other institutional activity. See subsection B.1. Definition of Facilities and Administration, for a discussion of the components of indirect (F&A) costs.

## 1. Major Functions of an Institution

Refers to instruction, organized research, other sponsored activities and other institutional activities as defined in this section.

a. *Instruction* means the teaching and training activities of an institution. Except for research training as provided in subsection b, this term includes all teaching and training activities, whether they are offered for credits toward a degree or certificate or on a non-credit basis, and whether they are offered through regular academic departments or separate divisions, such as a summer school division or an extension division. Also considered part of this major function are departmental research, and, where agreed to, university research.

(1) *Sponsored instruction and training* means specific instructional or training activity established by grant, contract, or cooperative agreement. For purposes of the cost principles, this activity may be considered a major function even though an institution's accounting treatment may include it in the instruction function.

(2) *Departmental research* means research, development and scholarly activities that are not organized research and, consequently, are not separately budgeted and accounted for. Departmental research, for purposes of this document, is not considered as a major function, but as a part of the instruction function of the institution.

b. *Organized research* means all research and development activities of an institution that are separately budgeted and accounted for. It includes:

(1) *Sponsored research* means all research and development activities that are sponsored by Federal and non-Federal agencies and organizations. This term includes activities involving the training of individuals in research techniques (commonly called research training) where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function.

(2) *University research* means all research and development activities that are separately budgeted and accounted for by the institution under an internal application of institutional funds. University research, for purposes of this document, must be combined with sponsored research under the function of organized research.

c. *Other sponsored activities* means programs and projects financed by Federal and non-Federal agencies and organizations which involve the performance of work other than instruction and organized research. Examples of such programs and projects are health service projects and community service programs. However, when any of these activities are undertaken by the institution without outside support, they may be classified as other institutional activities.

d. *Other institutional activities* means all activities of an institution except for instruction, departmental research, organized research, and other sponsored activities, as defined in this section; indirect (F&A) cost activities identified in this Appendix paragraph B, Identification and assignment of indirect (F&A) costs; and specialized services facilities described in §200.469 Specialized service facilities of this Part.

Examples of other institutional activities include operation of residence halls, dining halls, hospitals and clinics, student unions, intercollegiate athletics, bookstores, faculty housing, student apartments, guest houses, chapels, theaters, public museums, and other similar auxiliary enterprises. This definition also includes any other categories of activities, costs of which are "unallowable" to Federal awards, unless otherwise indicated in an award.

## 2. Criteria for Distribution

a. *Base period.* A base period for distribution of indirect (F&A) costs is the period during which the costs are incurred. The base period normally should coincide with the fiscal year established by the institution, but in any event the base period should be so selected as to avoid inequities in the distribution of costs.

b. *Need for cost groupings.* The overall objective of the indirect (F&A) cost allocation process is to distribute the indirect (F&A) costs described in Section B, Identification and assignment of indirect (F&A) costs, to

**State of Florida**  
**Department of Economic Opportunity**  
**Federally-Funded**  
**Community Development Block Grant**  
**Disaster Recovery (CDBG-DR) Voluntary Home Buyout Program**  
**Subrecipient Agreement**

THIS AGREEMENT is entered into by the State of Florida, Department of Economic Opportunity, (hereinafter referred to as "DEO") and the city of Palm Bay, hereinafter referred to as the "Subrecipient" (each individually a "Party" and collectively "the Parties").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

**WHEREAS**, pursuant to Public Law (P.L.) 114-254, the "Further Continuing and Security Assistance Appropriations Act, 2017" and P.L. 115-31, the "Consolidated Appropriations Act, 2017, (hereinafter jointly referred to as the "Appropriation Acts"), and the "Allocations, Common Application, Waivers, and Alternative Requirements for Community Development Block Grant - Disaster Recovery DEOs", 81 Fed. Reg. 224 (November 21, 2016); 82 Fed. Reg. 11 (January 18, 2017); and 82 Fed. Reg. 150 (August 7, 2017) (hereinafter collectively referred to as the "Federal Register Guidance"), the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") has awarded Community Development Block Grant - Disaster Recovery (CDBG-DR) funds to DEO for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 United States Code (U.S.C.) 5301 *et seq.*) and described in the State of Florida Action Plan for Disaster Recovery (hereinafter referred to as the "Action Plan"). DEO is hereinafter referred to from time to time as "Grantee".

**WHEREAS**, CDBG-DR funds made available for use by the Subrecipient under this Agreement constitute a subaward of the DEO's Federal award, the use of which must be in accordance with requirements imposed by Federal statutes, regulations and the terms and conditions of DEO's Federal award.

**WHEREAS**, the Subrecipient has legal authority to enter into this Agreement and by signing this Agreement, the Subrecipient represents and warrants to DEO that it will comply with all the requirements of the subaward described herein.

**WHEREAS**, the aggregate use of CDBG-DR funds shall principally benefit low- and moderate-income persons in a manner that ensures at least 70 percent of the grant amount awarded under this Agreement is expended for activities that benefit such persons.

**NOW THEREFORE**, DEO and the Subrecipient agree to the following:

**(1) Scope of Work.** The Scope of Work for this Agreement includes Attachment A, Scope of Work. With respect to Attachment B, Project Budget Detail, and Attachment C, Activity Work Plan, the Subrecipient shall submit to DEO such Attachments in conformity with the current examples attached hereto as necessary and appropriate. Provided further, if there is a disagreement between the Parties, with respect to the formatting and

contents of such attachments, then DEO's decisions with respect to same shall prevail, at DEO's sole and absolute discretion.

**(2) Incorporation of Laws, Rules, Regulations and Policies.** The Subrecipient agrees to abide by all applicable State and Federal laws, rules and regulations, including but not necessarily limited to, the Federal laws and regulations set forth at 24 CFR 570 and the State's Action Plan.

**(3) Period of Agreement.** This Agreement begins upon execution by both Parties (effective date) and ends 24 months after execution by DEO, unless otherwise terminated as provided in this Agreement. DEO shall not grant any extension of the Agreement unless the Subrecipient provides justification satisfactory to DEO in its sole discretion, and the Director of DEO's Office of Disaster Recovery approves such extension.

**(4) Modification of Agreement.** Modifications to this Agreement shall be valid only when executed in writing by the Parties. Any modification request by the Subrecipient constitutes a request to negotiate the terms of this Agreement. DEO may accept or reject any proposed modification based on DEO's sole determination and absolute discretion, that any such acceptance or rejection is in the State's best interest.

**(5) Records.**

(a) The Subrecipient's performance under this Agreement shall be subject to 2 C.F.R. part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

(b) Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, and representatives of the Federal government and their duly authorized representatives shall have access to any of the Subrecipient's books, documents, papers and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

(c) The Subrecipient shall maintain books, records and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Agreement.

(d) The Subrecipient will provide to DEO all necessary and appropriate financial and compliance audits in accordance with Paragraph (6) titled "Audit Requirements" and Attachments J and K herein and ensure that all related party transactions are disclosed to the auditor.

(e) The Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and the compliance of all subrecipients, contractors, subcontractors and consultants paid from funds under this Agreement for a period of six (6) years from the date DEO issues the final closeout for this award. The Subrecipient shall also comply with the provisions of 24 CFR 570.502(a)(7)(ii). The Subrecipient shall further ensure that audit working papers are available upon request for a period of six (6) years from the date DEO issues the final closeout of this Agreement, unless extended in writing by DEO. The six-year period may be extended for the following reasons:

1. Litigation, claim or audit initiated before the six-year period expires or extends beyond the six-year period, in which case the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$1,000 or more at the time of acquisition shall be retained for six (6) years after final disposition.

3. Records relating to real property acquired shall be retained for six (6) years after the closing on the transfer of title.

(f) The Subrecipient shall maintain all records and supporting documentation for the Subrecipient and for all contractors, subcontractors and consultants paid from funds provided under this Agreement,

including documentation of all program costs in a form sufficient to determine compliance with the requirements and objectives of the scope of work and all other applicable laws and regulations.

(g) The Subrecipient shall either (i) maintain all funds provided under this Agreement in a separate bank account or (ii) ensure that the Subrecipient's accounting system shall have sufficient internal controls to separately track the expenditure of all funds from this Agreement. Provided further, that the only option available for advanced funds is to maintain such advanced funds in a separate bank account. There shall be no commingling of funds provided under this Agreement with any other funds, projects or programs. DEO may, in its sole discretion, disallow costs made with commingled funds and require reimbursement for such costs as described herein, Subparagraph (21)(e), Repayments.

(h) The Subrecipient, including all of its employees or agents, contractors, subcontractors and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the Federal government or their duly authorized representatives. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

#### **(6) Audit Requirements**

(a) The Subrecipient shall conduct a single or program-specific audit in accordance with the provisions of 2 C.F.R. part 200 if it expends seven hundred fifty thousand dollars (\$750,000) or more in Federal awards from all sources during its fiscal year.

(b) Within sixty (60) calendar days of the close of the fiscal year, on an annual basis, the Subrecipient shall electronically submit a completed Audit Compliance Certification to [audit@deo.myflorida.com](mailto:audit@deo.myflorida.com), and DEO's grant manager; a blank version of which is attached hereto as Attachment K. The Subrecipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and the Subrecipient.

(c) In addition to the submission requirements listed in Attachment J titled "Audit Requirements", the Subrecipient shall send an electronic copy of its audit report to DEO's grant manager for this Agreement by June 30 following the end of each fiscal year in which it had an open CDBG-DR subgrant.

(d) Subrecipient shall also comply with the Federal Audit Clearinghouse rules and directives, including but not limited to the pertinent Report Submissions provisions of 2 CFR 200.512, when such provisions are applicable to this Agreement.

**(7) Reports.** The Subrecipient shall provide DEO with all reports and information set forth in Attachment G titled "Reports." Both the monthly and quarterly reports, as well as the administrative closeout reports must include the status and progress of the Subrecipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement. Upon request by DEO, the Subrecipient shall provide additional program updates or information. If all required reports and copies are not sent to DEO or are not completed in a manner acceptable to DEO, payments may be withheld until the reports are properly completed. DEO may also take other action as stated in Paragraph (12) Remedies or otherwise allowable by law.

#### **(8) Inspections and Monitoring**

(a) The Subrecipient shall permit DEO and auditors to have access to the Subrecipient's records and financial statements as DEO determines is necessary for DEO to meet the requirements of 2 C.F.R. part 200.

(b) The Subrecipient must submit to monitoring of its activities by DEO as DEO determines necessary to ensure that the subaward is used for authorized purposes in compliance with Federal statutes, regulations and the terms and conditions of this agreement.

(c) This review must include: (1) reviewing financial and performance reports required by DEO, (2) following-up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Subrecipient from DEO as detected through audits, on-site reviews and other means and (3) issuing a management decision for audit findings pertaining to this Federal award provided to the Subrecipient from DEO as required by 2 C.F.R. §200.521.

(d) Corrective Actions:

DEO may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. DEO may require the Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Subrecipient from the pass-through entity as detected through audits, on-site reviews and other means. In response to audit deficiencies or other findings of noncompliance with this Agreement, DEO may impose additional conditions on the use of the CDBG-DR funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance.

**(9) Duplication of Benefits.** The Subrecipient shall not carry out any of the activities under this Agreement 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 (42 U.S.C. 5155 *et seq.*) and described in Appropriations Acts. The Subrecipient must comply with HUD's requirements for duplication of benefits, imposed by the Federal Register Guidance. The Subrecipient shall carry out the activities under this Agreement in compliance with DEO's procedures to prevent duplication of benefits. Subrecipient shall sign a Subrogation Agreement (See Attachment M).

**(10) Liability.**

(a) If the Subrecipient is a state agency or subdivision, as defined in Section 768.28(2), F.S., pursuant to Section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

(b) The Subrecipient further agrees to assume sole responsibility, training and oversight of the parties it deals with or employs to carry out the terms of this Agreement to the extent set forth in Section 768.28, Florida Statutes. The subrecipient shall hold DEO harmless against all claims of whatever nature arises from the work and services performed by third parties under this Agreement. Nothing herein shall be construed as consent by the Subrecipient to be sued by third parties in any matter arising out of any agreement, contract or subcontract.

(c) If the Subrecipient is a state agency or subdivision, as defined in Section 768.28, F.S., then the Subrecipient agrees to be fully responsible for its negligent or tortious acts or omissions, which result in claims or suits against DEO. The subrecipient agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, F.S. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any agreement, contract or subcontract.

(d) Nothing herein is intended to serve as a waiver of sovereign immunity by DEO or the Subrecipient.

**(11) Events of Default.** If any of the following events occur ("Events of Default"), DEO may, in its sole and absolute discretion, elect to terminate any obligation to make any further payment of funds, exercise any of the remedies set forth in Paragraph (12) Remedies or pursue any remedy at law or in equity, without limitation:

(a) Any warranty or representation made by the Subrecipient, in this Agreement or any previous agreement with DEO, is or becomes false or misleading in any respect, or if the Subrecipient fails to keep or



perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with DEO, and/or has not cured them in timely fashion and/or is unable or unwilling to meet its obligations under this Agreement and/or as required by statute, rule, or regulation;

(b) Any material adverse change occurs in the financial condition of the Subrecipient at any time during the term of this Agreement and the Subrecipient fails to cure this adverse change within thirty (30) calendar days from the date written notice is sent by DEO;

(c) The Subrecipient fails to submit any required report or submits any required report with incorrect, incomplete or insufficient information or fails to submit additional information as requested by DEO;

(d) The Subrecipient fails to perform or timely complete any of its obligations under this Agreement, including participating in DEO's Implementation Workshop.

The Parties agree that in the event DEO elects to make payments or partial payments after any Events of Default, it does so without waiving the right to exercise any remedies allowable herein or at law and without becoming liable to make any further payment.

(e) Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay the Subrecipient believes is excusable under this paragraph, Subrecipient shall notify DEO in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Subrecipient could reasonably foresee that a delay could occur as a result or (2) within five (5) calendar days after the date Subrecipient first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE SUBRECIPIENT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. DEO, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Subrecipient of its decision in writing. No claim for damages, other than an extension of time, shall be asserted against DEO. Subrecipient shall not be entitled to an increase in the Agreement price or payment of any kind from DEO for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Subrecipient shall perform at no increased cost, unless DEO determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to DEO or the State, in which case, DEO may do any or all of the following: (1) accept allocated performance or deliveries from Subrecipient, provided that Subrecipient grants preferential treatment to DEO with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Subrecipient for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity or (3) terminate the Agreement in whole or in part.

**(12) Remedies.** If an Event of Default occurs, DEO shall provide thirty (30) calendar days written notice to the Subrecipient and if the Subrecipient fails to cure within those thirty (30) calendar days DEO may choose to exercise one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement upon twenty-four (24) hour written notice by DEO sent in conformity with Paragraph (16) Notice and Contact;

- (b) Begin any appropriate legal or equitable action to enforce performance of this Agreement;
- (c) Withhold or suspend payment of all or any part of a request for payment;
- (d) Demand that the Subrecipient return to DEO any funds used for ineligible activities or unallowable costs under this Agreement or any applicable law, rule or regulation governing the use of the funds; and
- (e) Exercise any corrective or remedial actions, including but not limited to:
  - 1. Requesting additional information from the Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance;
  - 2. Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected; and/or
  - 3. Advising the Subrecipient to suspend, discontinue or refrain from incurring costs for any activities in question.

Pursuit of any of the above remedies does not preclude DEO from pursuing any other remedies in this Agreement or provided at law or in equity. Failure to exercise any right or remedy in this Agreement or failure by DEO to require strict performance does not affect, extend or waive any other right or remedy available or affect the later exercise of the same right or remedy by DEO for any other default by the Subrecipient.

**(13) Dispute Resolution.** DEO shall decide disputes concerning the performance of the Agreement, document dispute decisions in writing and serve a copy of same on the Subrecipient. All decisions are final and conclusive unless the Subrecipient files a petition for administrative hearing with DEO within twenty-one (21) days from the date of receipt of the decision. Exhaustion of administrative remedies prescribed in Chapter 120, F.S., is an absolute condition precedent to the Subrecipient's ability to pursue any other form of dispute resolution; provided however, that the Parties may mutually agree to employ the alternative dispute resolution procedures outlined in Chapter 120, F.S.

**(14) Citizen Complaints.** The goal of the State is to provide an opportunity to resolve complaints in a timely manner, usually within fifteen (15) business days as expected by HUD, if practicable, and to provide the right to participate in the process and appeal a decision when there is reason for an applicant to believe its application was not handled according to program policies. All applications, guidelines and websites will include details on the right to file a complaint or appeal and the process for filing a complaint or beginning an appeal.

Applicants are allowed to appeal program decisions related to one of the following activities:

- (a) A program eligibility determination
- (b) A program assistance award calculation and
- (c) A program decision concerning housing unit damage and the resulting program outcome.

Citizens may file a written complaint or appeal through the Office of Disaster Recovery email at [CDBG-DR@deo.myflorida.com](mailto:CDBG-DR@deo.myflorida.com) or submit by postal mail to the following address:

Attention: Office of Disaster Recovery  
Florida Department of Economic Opportunity  
107 East Madison Street  
The Caldwell Building, MSC 160  
Tallahassee, Florida 32399

The subrecipient will handle citizen complaints by conducting:

- (a) Investigations as necessary
- (b) Resolution or
- (c) Follow-up actions.

If the complainant is not satisfied by the Subrecipient's determination, then the complainant may file a written appeal by following the instructions issued in the letter of response. If, at the conclusion of the appeals process, the complainant has not been satisfied with the response, a formal complaint may then be addressed directly to the DEO at:

Department of Economic Opportunity  
Caldwell Building, MSC-400  
107 E Madison Street  
Tallahassee, FL 32399

The Florida Office of Disaster Recovery operates in Accordance with the Federal Fair Housing Law (The Fair Housing Amendments Act of 1988). Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination: 1-800-669-9777 (Toll Free), 1-800-927-9275 (TTY) or [www.hud.gov/fairhousing](http://www.hud.gov/fairhousing).

**(15) Termination.**

- (a) DEO may suspend or terminate this Agreement for cause upon twenty-four (24) hour written notice, from the date notice is sent by DEO. Cause includes, but is not limited to the Subrecipient's improper or ineffective use of funds provided under this Agreement; fraud; lack of compliance with any applicable rules, regulations, statutes, executive orders, HUD guidelines, policies, directives or laws; failure, for any reason, to timely and/or properly perform any of the Subrecipient's obligations under this Agreement; submission of reports that are incorrect or incomplete in any material respect and refusal to permit public access to any document, paper, letter or other material subject to disclosure under law, including Chapter 119, F.S., as amended. The aforementioned reasons for Termination are listed in the immediately preceding sentence for illustration purposes but are not limiting DEO's sole and absolute discretion with respect to DEO's right to terminate this Agreement. In the event of suspension or termination, the Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs.
- (b) DEO may unilaterally terminate this Agreement, in whole or in part, for convenience by providing the Subrecipient fourteen (14) days written notice from the date notice is sent by DEO, setting forth the reasons for such termination, the effective date and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, DEO determines that the remaining portion of the award will not accomplish the purpose for which the award was made, DEO may terminate the portion of the award which will not accomplish the purpose for which the award was made. The Subrecipient shall continue to perform any work not terminated. In the event of termination for convenience, the Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs for the terminated portion of work.
- (c) The Parties may terminate this Agreement for their mutual convenience in writing, in the manner agreed upon by the Parties, which must include the effective date of the termination.
- (d) In the event that this Agreement is terminated, the Subrecipient shall not incur new obligations under the terminated portion of the Agreement after the date the Subrecipient has received the notification of

termination. The Subrecipient shall cancel as many outstanding obligations as possible. DEO shall disallow all costs incurred after the Subrecipient's receipt of the termination notice. The Subrecipient shall not be relieved of liability to DEO because of any breach of the Agreement by the Subrecipient. DEO may, to the extent authorized by law, withhold payments to the Subrecipient for the purpose of set-off until the exact amount of damages due to DEO from the Subrecipient is determined.

- (e) Upon expiration or termination of this Agreement the Subrecipient shall transfer to DEO any CDBG-DR funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG-DR funds.
- (f) Upon expiration or termination of this Agreement, the Subrecipient shall follow the agreement closeout procedures set forth in rule 73C- 23.0051 (5), FAC
- (g) Any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG-DR funds (including CDBG-DR funds provided to the subrecipient in the form of a loan) in excess of \$25,000 must either:
  - 1. Be used to meet a national objective until five years after expiration or termination of this Agreement, unless otherwise agreed upon by the Parties, or except as otherwise set forth herein; or
  - 2. If not used to meet a national objective, Subrecipient shall pay to DEO an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG-DR funds for the acquisition or improvement of the property for five years after expiration or termination of this Agreement.
- (h) The rights and remedies under this clause are in addition to any other rights or remedies provided by law or under this Agreement.

**(16) Notice and Contact.**

- (a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, first class or certified mail with return receipt requested, to the representative identified below at the address set forth below or said notification attached to the original of this Agreement.
- (b) The name and address of DEO's Grant Manager for this Agreement is:

Joshua Bradt

107 East Madison Street - MSC 160

Tallahassee, Florida 32399-6508

(850) 717-8436

(850) 921-3117

joshua.bradt@deo.myflorida.com

- (c) The name and address of the Local Government Project Contact for this Agreement is:

Joan Junkala

120 Malabar Road SE

Palm Bay, FL 32907

Phone: 321-952-3413

Fax:

Email: joan.junkala@palmbayflorida.org

- (d) If different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as stated in Paragraph (16) above.

**(17) Contracts.** If the Subrecipient contracts any of the work required under this Agreement, a copy of the proposed contract template and any proposed amendments, extensions, revisions or other changes thereto, must be forwarded to DEO for prior written approval. For each contract, the Subrecipient shall report to DEO as to whether that contractor or any subcontractors hired by the contractor, is a minority vendor, as defined in Section 288.703, F.S. The Subrecipient shall comply with the procurement standards in 2 C.F.R. §200.318 - §200.326 when procuring property and services under this Agreement (refer to Attachment D).

The Subrecipient shall include the following terms and conditions in any contract pertaining to the work required under this Agreement:

- (a) the period of performance or date of completion;
- (b) the performance requirements;
- (c) that the contractor is bound by the terms of this Agreement;
- (d) that the contractor is bound by all applicable State and Federal laws, rules, and regulations;
- (e) that the contractor shall hold DEO and the Subrecipient harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement;
- (f) the obligation of the Subrecipient to document in Subrecipient's reports the contractor's progress in performing its work under this Agreement;
- (g) the requirements of 2 CFR Appendix II to Part 200 – Contract Provision for Non-Federal Entity Contract Under Federal Awards – (refer to Attachment I)

The Subrecipient must comply with CDBG regulations regarding debarred or suspended entities (24 C.F.R. 570.489(l)), pursuant to which CDBG funds must not be provided to excluded or disqualified persons and provisions addressing bid, payment, performance bonds, if applicable, and liquidated damages.

The Subrecipient must ensure all contracts and agreements clearly state the period of performance or date of completion and incorporate performance requirements.

The Subrecipient shall maintain oversight of all activities performed under this Agreement and shall ensure that its contractors perform according to the terms and conditions of the procured contracts or agreements and the terms and conditions of this Agreement.

**(18) Terms and Conditions.** This Agreement contains all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous understandings. No waiver by DEO may be effective unless made in writing by an authorized DEO official

**(19) Attachments.**

- (a) If any inconsistencies or conflict between the language of this Agreement and the attachments arise, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- (b) This Agreement contains the following attachments:
  - Attachment A – Scope of Work
  - Attachment B – Project Detail Budget (Example)
  - Attachment C – Activity Work Plan (Example)
  - Attachment D – Program and Special Conditions
  - Attachment E – State and Federal Statutes, Regulations and Policies
  - Attachment F – Civil Rights Compliance
  - Attachment G – Reports
  - Attachment H – Warranties and Representations



Attachment I – Audit Requirements

Exhibit 1 to Attachment I – Funding Sources

Attachment J – Audit Compliance Certification

Attachment K – SERA Access Authorization Form

Attachment L - 2 CFR Appendix II to Part 200

Attachment M – Subrogation Agreement

**(20) Funding/Consideration.**

(a) The funding for this Agreement shall not exceed \$684,179.00 subject to the availability of funds. The State of Florida and DEO's performance and obligation to pay under this Agreement is contingent upon annual appropriations by the Legislature and subject to any modification in accordance with Chapter 216, F.S. or the Florida Constitution.

(b) DEO will provide funds to the Subrecipient by issuing a Notice of Subgrant Award/Fund Availability ("NFA") through DEO's financial management information system. Each NFA may contain specific terms, conditions, assurances, restrictions or other instructions applicable to the funds provided by the NFA. By accepting funds made available through an NFA, the Subrecipient agrees to comply with all terms, conditions, assurances, restrictions or other instructions listed in the NFA.

(c) By execution of this Agreement, the Subrecipient certifies that necessary written administrative procedures, processes and fiscal controls are in place for the operation of its CDBG-DR program for which the Subrecipient receives funding from DEO. These written administrative procedures, processes and fiscal controls must, at minimum, comply with applicable state and federal law, rules, regulations, guidance and the terms of this Agreement. The Subrecipient agrees to comply with all the terms and conditions of Attachment D titled "Program and Special Conditions".

(d) The Subrecipient shall expend funds only for allowable costs and eligible activities, in accordance with the Scope of Work.

(e) The Subrecipient shall request all funds in the manner prescribed by DEO. The authorized signatory for the Subrecipient set forth on the SERA Access Authorization Form, Attachment L, to this Agreement, must approve the submission of each Request for Funds ("RFF") on behalf of the Subrecipient.

(f) Except as set forth herein, or unless otherwise authorized in writing by DEO, costs incurred for eligible activities or allowable costs prior to the effective date of this Agreement are ineligible for funding with CDBG-DR funds.

(g) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budget, the Florida Legislature, the State Chief Financial Officer or under Subparagraph (20)(i), Mandated Conditions of this Agreement, all obligations on the part of DEO to make any further payment of funds will terminate and the Recipient shall submit its administrative closeout report and subgrant agreement closeout package within thirty (30) calendar days from receipt of notice from DEO.

(h) The Subrecipient is ultimately responsible for the administration of this Agreement, including monitoring and oversight of any person or entity retained or hired by the Subrecipient.

**(21) Repayments.**

(a) The Subrecipient shall only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. The Subrecipient shall ensure that its contractors, subcontractors and consultants only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

(b) In accordance with Section 215.971, F.S., the Subrecipient shall refund to DEO any unobligated funds which have been advanced or paid to the Subrecipient.

(c) The Subrecipient shall refund to DEO any funds paid in excess of the amount to which the Subrecipient or its contractors, subcontractors or consultants are entitled under the terms and conditions of this Agreement.

(d) The Subrecipient shall refund to DEO any funds received for an activity if the activity does not meet one of the three National Objectives listed in 24 C.F.R. § 570.483(b), (c) and (d); provided, however, the Subrecipient is not required to repay funds for subgrant administration unless DEO, in its sole discretion, determines the Subrecipient is at fault for the ineligibility of the activity in question.

(e) The Subrecipient shall refund to DEO any funds not spent in accordance with the conditions of this Agreement or applicable law. Such reimbursement shall be sent to DEO, by the Subrecipient, within thirty (30) calendar days from Subrecipient's receipt of notification of such non-compliance.

(f) In accordance with Section 215.34(2), F.S., if a check or other draft is returned to DEO for collection, the Subrecipient shall pay to DEO a service fee of \$15.00 or five percent of the face amount of the returned check or draft, whichever is greater. All refunds or repayments to be made to DEO under this Agreement are to be made payable to the order of "Department of Economic Opportunity" and mailed directly to DEO at the following address:

Department of Economic Opportunity  
Community Development Block Grant Programs Cashier  
107 East Madison Street – MSC 400  
Tallahassee, Florida 32399-6508

**(22) Mandated Conditions.**

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations and materials submitted or provided by the Subrecipient in this Agreement, in any later submission or response to a DEO request or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations and materials are incorporated herein by reference.

(b) This Agreement shall be construed under the laws of the State of Florida and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. The Parties explicitly waive any right to jury trial.

(c) If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then that provision shall be null and void only to the extent of the conflict or unenforceability, and that provision shall be severable from and shall not invalidate any other provision of this Agreement.

(d) Any power of approval or disapproval granted to DEO under the terms of this Agreement shall survive the term of this Agreement.

(e) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(f) The Subrecipient shall comply with all applicable local, state and federal laws, including the Americans With Disabilities Act of 1990, as amended; the Florida Civil Rights Act, as amended, Chapter 760, Florida Statutes; Title VII of the Civil Rights Act of 1964, as amended; (P.L. 101-336, 42 U.S.C. § 12101 *et seq.*) and laws which prohibit discrimination by public and private entities on in employment, public accommodations, transportation, state and local government services and telecommunications.

(g) Pursuant to Section 287.133(2)(a), F.S., a person or affiliate, as defined in Section 287.133(1), F.S., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars (\$35,000) for a period of thirty-six (36) months following the date of being placed

on the convicted vendor list. By executing this Agreement, the Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list. The Subrecipient shall disclose if it or any of its affiliates is placed on the convicted vendor list.

(h) Pursuant to Section 287.134(2)(a), F.S., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this Agreement, the Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list. The Subrecipient shall disclose if it or any of its affiliates is placed on the discriminatory vendor list.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

(j) Any bills for travel expenses shall be submitted and reimbursed in accordance with Section 112.061, F.S., the rules promulgated thereunder and 2 C.F.R. § 200.474.

(k) If the Subrecipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to DEO or be applied against DEO's obligation to pay the Agreement award amount.

(l) The Subrecipient hereby acknowledges that the Subrecipient is subject to Florida's Government in the Sunshine Law (Section 286.011, F.S.) with respect to the meetings of the Subrecipient's governing board or the meetings of any subcommittee making recommendations to the governing board. The Subrecipient hereby agrees that all such aforementioned meetings shall be publicly noticed, open to the public and the minutes of all the meetings shall be public records made available to the public in accordance with Chapter 119, F.S.

(m) The Subrecipient shall comply with section 519 of P. L. 101-144, the Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1990; and section 906 of P.L. 101-625, the Cranston-Gonzalez National Affordable Housing Act, 1990, by having, or adopting within ninety (90) days of execution of this Agreement, and enforcing, the following:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

### **(23) Lobbying Prohibition.**

(a) No funds or other resources received from DEO under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Subrecipient certifies, by its signature to this Agreement, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Subrecipient shall complete and

submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. The Subrecipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose as described in this Paragraph (22), above. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

**(24) Copyright, Patent and Trademark.**

Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. Any and all copyrights accruing under or in connection with the performance of this Agreement are hereby transferred by the Subrecipient to the State of Florida.

(a) If the Subrecipient has a pre-existing patent or copyright, the Subrecipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement or in any way connected with it, the Subrecipient shall refer the discovery or invention to DEO for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films or other copyrightable material are produced, the Subrecipient shall notify DEO. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Subrecipient to the State of Florida.

(c) Within thirty (30) calendar days of execution of this Agreement, the Subrecipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Subrecipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists, and DEO shall have the right to all patents and copyrights which accrue during performance of the Agreement.

**(25) Legal Authorization.**

(a) The Subrecipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Subrecipient certifies that the undersigned person has the authority to legally execute and bind the Subrecipient to the terms of this Agreement. DEO may, at its discretion, request documentation evidencing the undersigned has authority to bind the Subrecipient to this Agreement as of the date of execution; any such documentation is incorporated herein by reference.

(b) The Subrecipient warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, investigation or any other legal or financial condition that would in any way prohibit, restrain or diminish the Subrecipient's ability to satisfy its Agreement obligations. The Subrecipient shall immediately notify DEO in writing if its ability to perform is compromised in any manner during the term of the Agreement.

**(26) Public Record Responsibilities.**

(a) In addition to the Subrecipient's responsibility to directly respond to each request it receives for records, in conjunction with this Agreement and to provide the applicable public records in response to

such request, the Subrecipient shall notify DEO of the receipt and content of all such requests by sending an email to [PRRequest@deo.myflorida.com](mailto:PRRequest@deo.myflorida.com) within one (1) business day from receipt of the request.

(b) The Subrecipient shall keep and maintain public records required by DEO to perform the Subrecipient's responsibilities hereunder. The Subrecipient shall, upon request from DEO's custodian of public records, provide DEO 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 by Chapter 119, F.S., or as otherwise provided by law. The Subrecipient shall allow public access to all documents, papers, letters or other materials made or received by the Subrecipient in conjunction with this Agreement, unless the records are exempt from Article I, Section 24(a) of the Florida Constitution and Section 119.07(1), F.S. For records made or received by the Subrecipient in conjunction with this Agreement, the Subrecipient shall respond to requests to inspect or copy such records in accordance with Chapter 119, F.S. For all such requests for records that are public records, as public records are defined in Section 119.011, F.S., the Subrecipient shall be responsible for providing such public records per the cost structure provided in Chapter 119, F.S., and in accordance with all other requirements of Chapter 119, F.S., or as otherwise provided by law.

(c) This Agreement may be terminated by DEO for refusal by the Subrecipient to comply with Florida's public records laws or to allow public access to any public record made or received by the Subrecipient in conjunction with this Agreement.

(d) If, for purposes of this Agreement, the Subrecipient is a "contractor" as defined in Section 119.0701(1)(a), F.S. ("Subrecipient-contractor"), the Subrecipient-contractor shall transfer to DEO, at no cost to DEO, all public records upon completion including termination, of this Agreement or keep and maintain public records required by DEO to perform the service. If the Subrecipient-contractor transfers all public records to the public agency upon completion of the Agreement, the Subrecipient-contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Subrecipient-contractor keeps and maintains public records upon completion of the Agreement, the Subrecipient-contractor shall meet all applicable requirements for retaining public records in accordance with Chapters 119 and 257, F.S. All records stored electronically must be provided to DEO, upon request from DEO's custodian of public records, in a format that is compatible with the information technology systems of DEO.

(e) If DEO does not possess a record requested through a public records request, DEO shall notify the Subrecipient-contractor of the request as soon as practicable, and the Subrecipient-contractor must provide the records to DEO or allow the records to be inspected or copied within a reasonable time. If the Subrecipient-contractor does not comply with DEO's request for records, DEO shall enforce the provisions set forth in this Agreement. A Subrecipient-contractor who fails to provide public records to DEO within a reasonable time may be subject to penalties under Section 119.10, F.S.

(f) The Subrecipient shall notify DEO verbally within twenty-four (24) chronological hours and in writing within seventy-two (72) chronological hours if any data in the Subrecipient's possession related to this Agreement is subpoenaed or improperly used, copied or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. The Subrecipient shall cooperate with DEO, in taking all steps as DEO deems advisable, to prevent misuse, regain possession or otherwise protect the State's rights and the data subject's privacy.

(g) The Subrecipient acknowledges that DEO is subject to the provisions of Chapter 119, F.S., relating to public records and that reports, invoices and other documents the Subrecipient submits to DEO under this Agreement constitute public records under Florida Statutes. The Subrecipient shall cooperate with DEO regarding DEO's efforts to comply with the requirements of Chapter 119, F.S.

(h) If the Subrecipient submits records to DEO that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by the Subrecipient prior to submittal to DEO. Failure to identify the legal basis for



each exemption from the requirements of Chapter 119, F.S., prior to submittal of the record to DEO serves as the Subrecipient's waiver of a claim of exemption. The Subrecipient shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Subrecipient-contractor does not transfer the records to DEO upon completion, including termination, of the Agreement.

**(i) IF SUBRECIPIENT-CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT-CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via email at [PRRequest@deo.myflorida.com](mailto:PRRequest@deo.myflorida.com), or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**

(j) To the extent allowable by law, the Subrecipient shall be fully liable for the actions of its agents, employees, partners, contractors and subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to public record requests or public record law violation(s), alleged to be caused in whole or in part by the Subrecipient, its agents, employees, partners, contractors or subcontractors, provided, however, that the Subrecipient does not indemnify for that portion of any costs or damages proximately caused by the negligent act or omission of the State or DEO. DEO, in its sole discretion, has the right, but not the obligation, to enforce this indemnification provision.

(k) DEO does not endorse any Subrecipient, commodity, or service. Subject to Chapter 119, F.S., Subrecipient shall not publicly disseminate any information concerning this Agreement without prior written approval from DEO, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying DEO or the State as a reference, or otherwise linking Subrecipient's name and either a description of the Agreement or the name of DEO or the State in any material published, either in print or electronically, to any other entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives or subcontractors with the professional skills necessary to perform the work services required by the Agreement.

(l) The Subrecipient shall comply with the requirements set forth in Section 119.0701, F.S., when entering into any public agency contract for services after the Effective Date of this Agreement. The Subrecipient shall amend each of the Subrecipient's public agency contracts for services already in effect as of the Effective Date of this Agreement and which contract will or may be funded in whole or in part with any public funds. DEO may terminate this Agreement if the Subrecipient does not comply with this provision.

**(27) Employment Eligibility Verification.**

(a) Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires DEO contracts in excess of nominal value to expressly require the Subrecipient to:

1. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Subrecipient during the Agreement term; and,
2. Include in all contracts under this Agreement the requirement that contractors, subcontractors, consultants and subrecipients performing work or providing services pursuant to this

Agreement use the E-Verify system to verify the employment eligibility of all new employees hired by the contractors, subcontractors, consultants and subrecipients during the term of the contract.

(b) The Department of Homeland Security's E-Verify system can be found at:

<http://www.uscis.gov/e-verify>

(c) If the Subrecipient does not have an E-Verify MOU in effect, the Subrecipient must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

**(28) Program Income.**

(a) The Subrecipient shall report to DEO all program income (as defined at 24 C.F.R. § 570.500(a) or in the Federal Register Guidance governing the CDBG-DR funds) generated by activities carried out with CDBG-DR funds made available under this Agreement as part of the Subrecipient's Quarterly Progress Report. The Subrecipient shall use program income in accordance with the applicable requirements of 2 C.F.R. part 200, 24 C.F.R. part 570.504, and the terms of this Agreement.

(b) Program income generated after closeout shall be returned to DEO. Program income generated prior to closeout shall be returned to DEO unless the program income is used to fund additional units of CDBG-DR activities, specified in a modification to this Agreement and duly executed prior to administrative closeout.

**(29) National Objectives**

All activities funded with CDBG-DR funds must meet the criteria for one of the CDBG program's National Objectives. The Subrecipient certifies that the activities carried out under this Agreement shall meet the following national objectives and satisfy the following criteria:

- (a) Benefit to low- and moderate- income persons;
- (b) Aid in prevention or elimination of slums or blight; and
- (c) Meet a need having particular urgency (referred to as urgent need).

**(30) Independent Contractor.**

a) In the Subrecipient's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that the Subrecipient is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended to or shall be deemed to constitute an employer/employee relationship, partnership or joint venture between the Parties. The Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. Nothing in this Agreement shall be construed to create any agency or employment relationship between DEO and the Subrecipient, its employees, subcontractors or agents. Neither Party shall have any right, power or authority to assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other.

(b) The Subrecipient, its officers, agents, employees, subcontractors or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, agent, joint venturer, or partner of the State of Florida.

(c) Subrecipient shall have sole right to control the manner, method and means by which the services required by this Agreement are performed. DEO shall not be responsible to hire, supervise or pay Subrecipient's employees. Neither the Subrecipient, nor its officers, agents, employees, subcontractors or assignees are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.

(d) The Subrecipient agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, servant, joint venturer or partner of the State of Florida.

(e) Unless justified by the Subrecipient and agreed to by DEO in the Scope of Work, DEO will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial or clerical support) to the Subrecipient or its subcontractor or assignee.

(f) DEO shall not be responsible for withholding taxes with respect to the Subrecipient's use of funds under this Agreement. The Subrecipient shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits or employee benefits of any kind. The Subrecipient shall ensure that its employees, subcontractors and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.


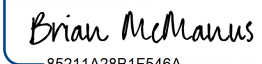
(g) The Subrecipient, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of Chapter 443, F.S.

(h) DEO shall not provide any training to Subrecipient, its employees, assigns, agents, representatives or subcontractors in the professional skills necessary to perform the work services required by the Agreement.

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**State of Florida**  
**Department of Economic Opportunity**  
**Federally Funded Subrecipient Agreement**  
**Signature Page**

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and, in the attachments, and exhibits hereto, the Parties executed this Agreement by their duly authorized undersigned officials.

<p style="text-align: center;"><b>CITY OF PALM BAY</b></p> <p>By <u></u> Signature <b>Lisa Morrell</b></p> <p>Title <u>City Manager</u></p> <p>Date <u>April 23, 2020</u></p> <p>Federal Tax ID # <u>59-608984</u></p> <p>DUNS # <u>060236262</u></p>	<p style="text-align: center;"><b>DEPARTMENT OF ECONOMIC OPPORTUNITY</b></p> <p>By <u></u> Signature <b>Brian McManus</b></p> <p>Title <u>Chief of Staff</u></p> <p>Date <u>4/28/2020</u></p>
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Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

**OFFICE OF GENERAL COUNSEL**  
**DEPARTMENT OF ECONOMIC OPPORTUNITY**

By:   
4/28/2020

Approved Date: \_\_\_\_\_

## **Attachment A – Scope of Work**

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### **1. Project Description**

The U.S. Department of Housing and Urban Development (HUD) allocated Community Development Block Grant Disaster Recovery (CDBG-DR) funds to the State of Florida to be distributed in the Federal Emergency Management Agency (FEMA) declared counties impacted by Hurricane Irma for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 United States Code (U.S.C.) 5301 et seq.) and described in the State of Florida Action Plan for Disaster Recovery.

The city of Palm Bay has been selected to participate in the Voluntary Home Buyout (VHB) CDBG-DR program. These funds will be used to principally benefit low- and moderate-income persons. Funds will be used to acquire properties that are in Special Flood Hazard Area (SFHA), and in high risk-flood areas to help reduce the impact of future disasters, and to assist property owners relocate outside the threat of flooding with the focus on properties that do not have flood insurance.

There are two options under this grant: The first option is to use the CDBG-DR funding as a leverage to match funding projects that are also eligible for the Hazard Mitigation Grant Program (HMGP) provided by the Federal government. The second option is to work directly with DEO to acquire contiguous parcels of properties of residential areas that meet low- and moderate- income area requirements, and/or assist low-and moderate-income households.

Necessary assistance will be provided in the form of buyout and demolition of existing housing units. Housing units whose occupants qualify as low- to moderate-- income (LMI) households will be acquired and demolished in compliance with the local building code and the U.S. Department of Housing and Urban Development's standards outlined in the Federal Register Notices.

Awards to eligible homeowners will be based on the overall level of damage in the proposed buyout area, as determined by condemnation, flood levels and/or status as beyond reasonable repair for each property, and the extent to which the proposed buyout program supports overall flood mitigation plans for the area and community.

### **2. Subrecipient Responsibilities**

#### **A. CDBG-DR Voluntary Home Buyout Policies and Procedures and Implementation**

The city of Palm Bay will conduct the program design and implementation services necessary to mobilize and launch its production implementation systems to support the programs and projects to help people, properties and communities recover from storm related damage due to Hurricane Irma as follows:

1. Complete and submit to DEO within 45 days of agreement execution, a staffing plan for the city of Palm Bay CDBG-DR Program that includes:
  - a. Organizational chart; and,
  - b. Job descriptions for Subrecipient's employees, contracted staff, vendors, and contractors.
  - c. Scope of work and procurement plan for all contracted staff, vendors, and contractors.



2. Develop and submit a copy of the following policies and procedures to the DEO Agreement Manager within 45 days of agreement execution:
  - a. Procurement policies and procedures that incorporate 2 CFR Part 200.317-326.
  - b. Administrative financial management policies, which must comply with all applicable HUD CDBG-DR and State of Florida rules.
  - c. Quality assurance and quality control system policies and procedures that comply with all applicable HUD CDBG-DR and DEO Policies
  - d. Policies and procedures that at a minimum, include information about the VHB application process, application requirements, underwriting criteria, compliance requirements, and reporting methodology
  - e. Policies and procedures to detect and prevent fraud, waste and abuse that describe how the subrecipient will verify the accuracy of applicant information, monitoring policy indicating how and why monitoring is conducted, the frequency of monitoring, and which items will be monitored, and procedure for referring instances of fraud, waste and abuse to HUD OIG Fraud Hotline (phone: 1-800-347-3735 or email: [hotline@hudoig.gov](mailto:hotline@hudoig.gov)).
  - f. Policies and procedures for the requirements under 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award.
3. Establish and administer a system of record and production and grants management reporting systems within 45 days of agreement execution.
4. Complete and submit a Project Detail Budget (Attachment B) for approval by DEO no later than 60 days after the execution of the subrecipient agreement.
5. Complete and submit an Activity Work Plan (Attachment C) for approval by DEO no later than 30 days after the execution of the subrecipient agreement.
6. Maintain organized subrecipient agreement files and make them accessible to DEO or its representatives upon request.
7. Comply with all terms and conditions of the subrecipient agreement, Voluntary Home Buyout Program Guidelines and Design, Action Plan, Action Plan Amendments, and Federal, State and local laws.
8. Attend fraud related training by HUD OIG to assist in the proper management of CDBG-DR grant funds when available.
9. Update all applicable VHB policies and procedures as needed and upon DEO request.

10. Complete procurement of all vendors for internal grants management and compliance and direct program and project production, including:
  - a. Selection of vendors, subrecipients, and/or staff that will be responsible for managing applicant intake and related operations, compliance, finance and administration;
  - b. Selection of vendors, subrecipients, and/or staff that will be responsible for managing demolition and/or construction;
  - c. Selection of vendors, subrecipients, and/or staff that will be responsible for managing Land and Structure Buyout; and,
  - d. Selection of vendors, subrecipients, and/or staff that will be responsible for Appraisal, Environmental Review, title services, and legal services.
11. Meet or exceed federal underwriting standards. Subrecipients must establish underwriting criteria that, at a minimum, complies with CDBG underwriting criteria found at 24 CFR 570.209. Project costs must be demonstrated to be reasonable. All other sources of financing must be committed or otherwise unavailable to the applicant. Project costs must be need-based, and documentation must be sufficient to prove that CDBG funds will not supplant non-federal financial funding or support.
12. Include the following statement on all program materials and applications "Warning: Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729."
13. Ensure all projects seeking assistance under the current CDBG-DR funds for Hurricane Irma, and any future funds allocated for Hurricane Irma, provided by DEO, receive the required Environmental Clearance from DEO prior to the Subrecipient being able to commit CDBG-DR funds.
14. Evaluate each grant applicant for the potential for duplication of benefits and decline any grant amount that would constitute such a duplication.
15. Develop and submit a monthly revised detailed budget measuring the actual cost versus projected cost by the 10<sup>th</sup> day of the following month.
16. Develop and submit a monthly revised detailed timeline for implementation consistent with the milestones outlined in the VHB program guidelines and report actual progress against the projected progress.
17. Develop and submit both a monthly and quarterly report to DEO by the 10<sup>th</sup> day of the following month or quarter, that outlines the progress made to date, the projected activities to be completed in the upcoming month or quarter, and any risks or issues identified for the delivery of the project. The reports must include metrics that demonstrate the implementation costs to date with projected spending, and any other information DEO determines is necessary.

18. Obtain approval from DEO and FEMA before conveying ownership.
19. Provide scope of land use in accordance with DEO's direction, prior to closing.
20. Enforce the proper land use according to *83 Fed. Reg. 5863* in perpetuity for a use that is compatible with open space, recreational, or floodplain and wetlands management practices.
21. Enforce and monitor all deed restrictions.
22. Approve the conveying of property and the proper use of land.
23. Utilize a certified appraiser for each property that is eligible to be acquired.
24. Utilize a certified damage inspector to assess damages of each property to assure that damages were caused by Hurricane Irma.
25. The Subrecipient shall adhere to the following deadlines for the project. If the Subrecipient is unable to meet a deadline, the subrecipient shall request an extension of such deadline from DEO in writing no later than thirty (30) business days prior to the deadline. Deadlines shall not be extended outside of the Term of this agreement except by a formal amendment executed in accordance with section (4) Modification of Agreement.

<u>Activity</u>	<u>Deadline</u>
Program Design and Implementation, as outlined in Section 2., B.	9/15/2020
Completion of Homeowner buyout and Incentives, as outlined in Section 2., C.	6/15/2021
Completion of Demolition and Closeout as outlined in Section 2., D.	6/15/2022

#### **B. Deliverable I: Program Design and Implementation**

Task 1: Perform Intake for VHB applicants, which shall include the following components:

- Intake application processing
- Phone calls and/or in-person meetings with applicants
- Assist applicants with proper documentation
- Review and analyze submitted documentation
- Analyze for priority, if applicable

Task 2: Perform VHB Eligibility analysis which shall include the following components:

- Perform application authorizations
- Confirming ownership
- Confirming primary residence
- Identify priority status
- Perform damage assessment

- Identify tieback to disaster
- Income Certifications
- National Objectives Determination

Task 3: Perform Duplication of Benefits (DOB) analysis, which shall include the following components:

- Perform FEMA data analysis
- Perform SBA data analysis
- Perform NFIP data analysis
- Perform Private Insurance data analysis
- Perform Non-profits data analysis
- Perform other assistance analysis
- Analyze spent funds
- Verify funds were spent for their intended purpose
- Complete DOB review
- Complete DOB final worksheet

Task 4: Perform the Review and Approval of VHB applicants, which shall include the following components:

- Review applicant files for completeness
- Determine pre-disaster fair market value
- Determine final applicant eligibility/ award amount
- Issue grant award to eligible applicant
- Applicant appeal process

Task 5: Complete the Environmental Review Record (ERR), which shall include the following components:

- Analyze applicant housing to determine proper ERR
- Inspection of property
- Complete tier 1 review
- Complete tier 2 review
- Complete and analyze lead-based paint testing
- Complete and analyze asbestos testing

Task 6: Perform Final Scope and Feasibility assessments, which shall include the following components:

- Revise scope for State Historic Preservation Office (SHPO) requirements
- Revise scope for lead-based paint mitigation
- Revise scope for asbestos mitigation
- Analyze for cost reasonableness and feasibility of the project
- Complete and review final inspection reports

Task 7: Complete the necessary Procurement and Closing activities which shall include the following components:

- Prepare statement of work for contractor bid
- Prepare and advertise procurement documents
- Review and respond to procurement questions
- Revise bid documents if necessary
- Review submissions and select contractor
- Conduct debarment check and contractor licensing
- Award bid
- Review and modify agreement and award amounts
- Closing coordination
- Prepare and receive escrow
- Execute agreement with contractor

### **C. Deliverable II: Homeowner Buyout and Incentives**

Task: 1 Complete the Homeowner Buyout and Incentive Program activities which shall include the following components:

- Property Appraisals
- Legal Services
- Conduct Title and lien searches
- Uniform Relocation Act (URA) compliance, when applicable
- Recording fees
- Perform homeowner buyout
- Perform homeowner incentives, if applicable
- Execute closing documents

### **D. Deliverable III: Demolition and Closeout**

Task 1: Complete Demolition activities which shall include the following components:

- Notice to Proceed (NTP)
- Contractor obtains all permits
- Conduct inspections
- Conduct final walkthrough
- Process payments

Task 2: Complete grant agreement Closeout Packages which shall include the following components:

- Complete final inspection report
- Review project files prior to final closeout
- Compile closeout documentation

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### 3. DELIVERABLES:

The Subrecipient agrees to provide the following services as specified:

<b>Deliverable I</b>	<b>Minimum Level of Service (to submit for request for payment)</b>	<b>Financial Consequences</b>
<b>Project Design and Implementation</b> Subrecipient shall complete an eligible deliverable task as detailed in Attachment A, Section 2., B. Above.	The Subrecipient shall be reimbursed upon completion of a minimum of one deliverable task per housing unit as detailed in Attachment A, Section 2, B., evidenced by invoices(s) noting completed tasks with supporting documentation (such as payroll, invoices from contractors, etc.) as applicable upon the approval from DEO along with the submission of both a monthly report and a quarterly report detailing the work completed in Deliverable I. The completion of the monthly and quarterly reports alone does not meet the minimum level of service required for payment.	Failure to perform the minimum level of service shall result in nonpayment for this deliverable for each payment request.
<b>Deliverable II</b>	<b>Minimum Level of Service (to submit for request for payment)</b>	<b>Financial Consequences</b>
<b>Homeowner Buyout and Incentives</b> Subrecipient shall complete an Eligible deliverable task as detailed in Attachment A, Section 2., C. above	The Subrecipient shall be reimbursed upon completion of a minimum of one project deliverable task as detailed in Attachment A, Section 2. C; evidenced by invoices(s) noting completed tasks with supporting documentation (such as payroll, invoices from contractors, etc.) as applicable upon the approval from DEO and along with the submission of both a monthly and quarterly report detailing the work completed in Deliverable II. The completion of the monthly and quarterly reports alone does not meet the minimum level of service required for payment.	Failure to perform the minimum level of service shall result in nonpayment for this deliverable for each payment request.
<b>Deliverable III</b>	<b>Minimum Level of Service (to submit for request for payment)</b>	<b>Financial Consequences</b>
<b>Demolition and Closeout</b> Subrecipient shall complete an Eligible deliverable task as detailed in Attachment A, Section 2., D. above	The Subrecipient shall be reimbursed upon completion of a minimum of one project deliverable task as detailed in Attachment A, Section 2. D; evidenced by invoices(s) noting completed tasks with supporting documentation (such as payroll, invoices from contractors, etc.) as applicable upon the	Failure to perform the minimum level of service shall result in nonpayment for this deliverable for each payment request.



	<p>approval from DEO and along with the submission of both a monthly and quarterly report detailing the work completed in Deliverable III. The completion of the monthly and quarterly reports alone does not meet the minimum level of service required for payment.</p> <p>The Subrecipient shall be reimbursed upon completion of a minimum of 100 percent of the demolition activities for each project; evidenced by the final inspection of the site after the activities have been completed, signed by the contractor, certified by the housing specialist or building inspector for the project</p>	
<b>TOTAL AWARD NOT TO EXCEED \$684,179.00</b>		

#### 4. DEO Responsibilities:

DEO shall receive and review the Deliverables and, upon DEO's acceptance of the Deliverables and receipt of the Subrecipient's pertinent invoices in compliance with the invoice procedures of this Agreement, DEO shall process payment to the Subrecipient in accordance with the terms and conditions of this Agreement.

DEO will administer and oversee the jurisdiction in which the program applies. DEO will be responsible for the following:

1. Provide the Voluntary Home Buyout Program Guidelines and Design, Action Plan, and Action Plan Amendments to the Subrecipient.
2. Provide updates of policies and procedures to the Subrecipient.
3. Approve the outreach campaign established by the Subrecipient that will target homeowners impacted by Hurricane Irma.
4. Approve the application process, application requirements, compliance requirements, and reporting methodology provided by the Subrecipient.
5. Review the detailed budget and measure actual cost versus projected cost on a monthly basis.
6. Review the progress made to date, the projected activities to be completed in the upcoming month, and any risks or issues identified for the delivery of the project as reported in the subrecipients required monthly and quarterly report.

DEO Agreement No.: I0088

Attachment B – Project Budget Detail (Example)

Subrecipient: \_\_\_\_\_

Contract Number: \_\_\_\_\_

Modification Number: \_\_\_\_\_

Activity/Project		National Objective				Beneficiaries				Budget			
Activity	Description	LMI	Slum & Blight	Urgent Need	VLI	LI	MI	Non-LMI	Total	CDBG-DR Amount	Other Funds	Source*	Total Funds
1. Land & Structure Buyout													
	Appraisal												
	Environmental Review												
	Legal Services												
	Title Services												
	Inspection												
	Permitting												
2. Demolition													
3. Audit & Closeout													
4. Administration													
	Application Development												
	Policies & Procedures Development												
	Develop Underwriting Criteria												
	Implement Public Outreach												

[illegible]

\*Show the sources and amounts of Other Funds needed to complete the project below, including local funds, grants from other agencies and program income.

Source of Other Funds		Amount
1.	Leveraged Funding	
2.	Match	
3.		
4.		

DEO Agreement No.: I0088

Attachment C – Activity Work Plan (Example)

Subrecipient

Contract Number:

Activity:

Date Prepared:

Project Budget:

Modification Number:

Start Date (month/year)	End Date (month/year)	Describe Proposed Action to be Completed by the "End Date." <i>Examples of Actions: Procure Administrator or Engineer, Complete Environmental Review and Obtain Release of Funds, Request Wage Decision, Complete and Submit Design and Specifications, Advertise for and Open Bids, Issue Notice to Proceed, Construction Completion (33, 66, and 100 percent or 25, 50, 75, and 100 percent), Complete Construction Procurement Process, Advise Availability of Housing Rehabilitation Funds, Complete Rankings of Homes per HAP, Number of Houses Rehabilitated and Submit Closeout Package to DEO.</i>	Estimated Units to be Completed by the "End Date"	Estimated Funds to be Requested by the "End Date"

## Attachment D – Program and Special Conditions

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### Program Conditions

1. The Subrecipient shall demonstrate that progress is being made in completing project activities in a timely fashion pursuant to the activity work plan. If the Subrecipient does not comply with the activity work plan schedule, a justification for the delay and a plan for timely accomplishment shall be submitted to DEO within 21 calendar days of receiving DEO's request for justification for the delay. Any project for which the Subrecipient has not completed the activities listed in the Activity Work Plan may be rescinded unless DEO agrees that the Subrecipient has provided adequate justification for the delay.
2. The Subrecipient shall maintain records of expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the budget/activity line items as defined in the Project Detail Budget and Activity Work Plan.
3. The Subrecipient shall request DEO's approval for all professional services contracts and/or agreements that will be reimbursed with CDBG-DR funds. Copies of the following procurement documents must be provided to DEO for review:
  - a. When publication of a Request for Proposal (RFP) is used as a means of solicitation, a copy of the advertisement, including an affidavit of publication;
  - b. DEO will either approve the procurement or notify the Subrecipient that the procurement cannot be approved because it violates State, Federal or local procurement guidelines. The Subrecipient shall notify DEO in writing no later than 90 calendar days from the effective date of this agreement if it will not be procuring any professional services or if it will be using non-CDBG-DR funds to pay for professional services.
4. Prior to the obligation or disbursement of any funds, except for administrative expenses and not to exceed \$5000, the Subrecipient shall complete the following:
  - a. Submit for DEO's approval the documentation required in paragraph 3 above for any professional services contract. The Subrecipient proceeds at its own risk if more than the specified amount is incurred before DEO approves the procurement. If DEO does not approve the procurement of a professional services contract, the local government will not be able to use CDBG-DR funds for that contract beyond \$5,000.
  - b. Comply with 24 C.F.R. part 58 and the regulations implementing the National Environmental Policy Act, 40 C.F.R. §§ 1500-1508. When the Subrecipient has completed the environmental review process, it shall submit a Request for Release of Funds and Certification. DEO will issue an Authority to Use Grant Funds (form HUD-7015.16) when this condition has been fulfilled to the satisfaction of DEO. If DEO has not issued an Authority to use Grant Funds within 15 days of Subrecipient's submission of the required documentation, DEO shall provide the Subrecipient a written update regarding the status of the review process. **SUBRECIPIENT SHALL NOT BEGIN CONSTRUCTION BEFORE DEO HAS ISSUED THE "AUTHORITY TO USE GRANT FUNDS."**
5. The Subrecipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §§ 4601-4655; hereinafter, the "URA"), implementing regulations at 24 C.F.R. part 42, 49 C.F.R. part 24 and 24 C.F.R. § 570.606(b), the requirements of 24 C.F.R. § 42.325 – 42.350 governing the Residential Anti-displacement and Relocation Assistance Plan under

section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. § 5304(d)), and the requirements in 24 C.F.R. § 570.606(d), governing optional relocation assistance policies.

6. If the Subrecipient undertakes any activity subject to the URA, the Subrecipient shall document completion of the acquisition by submitting all documentation required for a desk monitoring of the acquisition, including a notice to property owners of his or her rights under the URA, an invitation to accompany the appraiser, all appraisals, offer to the owner, acceptance, contract for sale, statement of settlement costs, copy of deed, waiver of rights (for donations), as applicable. The documentation shall be submitted prior to completing the acquisition (closing) so that DEO can determine whether remedial action may be needed. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 C.F.R. § 570.606(b)(2), that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project.
7. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions);  
Section 3 Participation Report (Construction Prime Contractor); **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor)**, (if applicable); and **Section 3 Participation Report (Construction Subcontractor)**, (if applicable).
8. In addition, each construction contract or agreement for new or replacement housing must contain language that requires the contractor to meet the Green Building Standard for Replacement and New Construction of Residential Housing, as defined in the Allocation notice published in the Federal Register Volume 81, Number 224 on Monday, November 21, 2016.
9. For each Request for Funds (RFF) that includes reimbursement of construction costs, the Subrecipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by DEO, signed by the contractor and inspection engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by DEO. For each RFF that includes construction costs, the Subrecipient shall provide a copy of AIA form G702, or a comparable form approved by DEO, if applicable, signed by the contractor and the local building inspector or housing specialist and a copy of form G703, or a comparable form approved by DEO, if applicable.
10. For each project, when the Subrecipient issues the Notice to Proceed to the contractor(s), copies of the following documents shall be sent to DEO:
  - a. Notice to Proceed;
  - b. The contractor's performance bond (100 percent of the contract price); and
  - c. The contractor's payment bond (100 percent of the contract price).
11. The Subrecipient shall undertake an activity each quarter to affirmatively further fair housing pursuant to 24 C.F.R. § 570.487(b)(4).
12. The CDBG-DR portion of the cost of post-administrative closeout audits.



13. The Subrecipient shall ensure that a deed restriction is recorded on any real property or facility, excluding easements, acquired with CDBG-DR funds. This restriction shall limit the use of that real property or facility to the use stated in the subgrant application and that title shall remain in the name of the Subrecipient. Such deed restriction shall be made a part of the public records in the Clerk of Court of the county in which the real property is located. Any future disposition of that real property shall be in accordance with 24 C.F.R. § 570.505. Any future change of use of real property shall be in accordance with 24 C.F.R. § 570.489(j).
14. The Subrecipient shall comply with the historic preservation requirements of the National Historic Preservation Act of 1966, as amended, the procedures set forth in 36 C.F.R. part 800, and the Secretary of the Interior's Standards for Rehabilitation, codified at 36 C.F.R. 67, and Guidelines for Rehabilitating Historic Buildings.
15. Pursuant to section 102(b), Public Law 101-235, 42 U.S.C. § 3545, the Subrecipient shall update and submit Form HUD 2880 to DEO within thirty (30) calendar days of the Subrecipient's knowledge of changes in situations which would require that updates be prepared. The Subrecipient must disclose:
  - a. All developers, contractors, consultants and engineers involved in the application or in the planning, development or implementation of the project or CDBG-DR-funded activity; and
  - b. Any person or entity that has a financial interest in the project or activity that exceeds \$50,000 or 10 percent of the grant, whichever is less.
16. If required, the Subrecipient shall submit a final Form HUD 2880, to DEO with the Subrecipient's request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout.
17. Conflicts of interest relating to procurement shall be addressed pursuant to 24 C.F.R. § 570.489(g). Title 24 C.F.R. § 570.489(h) shall apply in all conflicts of interest not governed by 24 C.F.R. § 570.489(g), such as those relating to the acquisition or disposition of real property; CDBG-DR financial assistance to beneficiaries, businesses or other third parties; or any other financial interest, whether real or perceived. Additionally, the Subrecipient agrees to comply with, and this Agreement is subject to, Chapter 112 F.S.
18. Any payment by the Subrecipient using CDBG-DR funds for acquisition of any property, right-of-way, or easement that exceeds fair market value as determined through the appraisal process established in HUD Handbook 1378 shall be approved in writing by DEO prior to distribution of the funds. Should the Recipient fail to obtain DEO pre-approval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid or reimbursed with CDBG-DR funds.
19. The Subrecipient shall take photographs or video of all activity locations prior to initiating any construction. As the construction progresses, additional photography or videography shall document the ongoing improvements. Upon completion of construction, final documentation of the activity locations will be provided to DEO with the administrative closeout package for this Agreement.
20. If an activity is designed by an engineer, architect or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package and a copy of the certification shall be submitted with the administrative closeout package.

## Attachment E – State and Federal Statutes, Regulations, and Policies

The CDBG-DR funds available to the Subrecipient through this agreement constitute a subaward of the DEO's Federal award under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. This agreement includes terms and conditions of the DEO's Federal award that are imposed on the Subrecipient and the Subrecipient agrees to carry out its obligations in compliance with all of the obligations described in this agreement.

The Subrecipient agrees to, and, by signing this Agreement, certifies that, it will comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 CFR part 570, as modified by the Federal Register notices that govern the use of CDBG-DR funds available under this agreement. These Federal Register notices include, but are not limited to, Federal Register Guidance (82 FR 5591 & 82 FR 36812 and 81 FR 83254). Notwithstanding the foregoing, (1) the Subrecipient does not assume the any of DEO's responsibilities for environmental review, decision-making and action, described in 24 CFR part 58 and (2) the Subrecipient does not assume any of the DEO's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient shall also comply with all other applicable Federal, state and local laws, regulations and policies that govern the use of the CDBG-DR funds in complying with its obligations under this agreement, regardless of whether CDBG-DR funds are made available to the Subrecipient on an advance or reimbursement basis.

The Subrecipient also agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available. The Subrecipient further agrees to comply with all other applicable Federal, State and local laws, regulations and policies governing the funds provided under this Agreement, including, but not limited to the following:

### I. State of Florida Requirements

State of Florida Requirements are stated throughout this Agreement and Attachments thereto.

### II. Audits, Inspections, and Monitoring

#### 1. Single Audit

The Subrecipient must be audited as required by 2 CFR part 200, subpart F when it is expected that the Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

#### 2. Inspections and Monitoring

The Subrecipient shall permit DEO and auditors to have access to the Subrecipient's records and financial statements as necessary for DEO to meet the requirements of 2 CFR part 200.

The Subrecipient must submit to monitoring of its activities by DEO as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this Agreement.

This review must include: (1) reviewing financial and performance reports required by the DEO; (2) following-up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Subrecipient from DEO detected through audits, on-site reviews, and other means; and (3) issuing a management decision for audit findings pertaining to this Federal award provided to the Subrecipient from DEO as required by 2 CFR §200.521.

#### 3. Corrective Actions

The Subrecipient shall be subject to reviews and audits by DEO, including onsite reviews of the Subrecipient as may be necessary or appropriate to meet the requirements of 42 U.S.C. 5304(e)(2). DEO may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. DEO may require the Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, DEO may impose additional conditions on the use of the CDBG-DR funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance.

### **III. Drug-Free Workplace**

Drug-free workplace. The Subrecipient must comply with drug-free workplace requirements in Subpart B of part 2429, which adopts the government-wide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

### **IV. Procurement and Contractor Oversight**

The Subrecipient shall comply with the procurement standards in 2 CFR §200.318 - §200.326 when procuring property and services under this agreement. The Subrecipient shall impose the Subrecipient's obligations under this agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.

The Subrecipient must comply with CDBG regulations regarding debarred or suspended entities at [insert 24 CFR 570.609 or 24 CFR 570.489(l) as appropriate]. CDBG funds may not be provided to excluded or disqualified persons.

The Subrecipient shall maintain oversight of all activities under this agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this Agreement.

### **V. Property Standards**

Real property acquired by the Subrecipient under this agreement shall be subject to 24 CFR 570.489(j) and 24 CFR 570.200(j). The Subrecipient shall also comply with the Property Standards at 2 CFR 200.310, 2 CFR 200.312, 2 CFR 200.314 through 2 CFR 200.316. The Subrecipient shall also comply with 2 CFR 200.313 Equipment, except that when the equipment is sold, the proceeds shall be program income and equipment not needed by the Subrecipient for activities under this agreement shall be transferred to DEO for its CDBG-DR program or shall be retained after Subrecipient appropriately compensates DEO

The Subrecipient shall also comply with the Property Standards in 2 CFR 200.310 through 2 CFR 200.316, except to the extent they are inconsistent with 24 CFR 570.200(j) and 24 CFR 570.489(j), in which case Subrecipient shall comply with 24 CFR 570.200(j) and 24 CFR 570.489(j), except to the extent that proceeds from the sale of equipment are program income and subject to the program income requirements under this agreement, pursuant to 24 CFR 570.489(e)(1)(ii).

### **VI. Federal Funding Accountability and Transparency Act (FFATA)**

The Subrecipient shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The Subrecipient must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Data Universal Numbering System (DUNS) number. The Subrecipient must also comply with provisions of the Federal Funding Accountability and Transparency Act,

which includes requirements on executive compensation, 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

## **VII. Relocation and Real Property Acquisition**

The Subrecipient shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), 42 USC 4601 – 4655, 49 CFR part 24, 24 CFR part 42, and 24 CFR 570.606. In addition to other URA requirements, these regulations (49 CFR § 24.403(d)) implement Section 414 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC § 5181, which provides that "Notwithstanding any other provision of law, no person otherwise eligible for any kind of replacement housing payment under the URA shall be denied such eligibility as a result of his being unable, because of a major disaster as determined by the President, to meet the occupancy requirements set by such Act".

## **VIII. Nondiscrimination**

### **1. 24 CFR part 6**

The Subrecipient will comply with 24 CFR part 6, which implements the provisions of section 109 of title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion or sex, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance. The Subrecipient will adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (Section 504). Section 109 of the HCDA makes these requirements applicable to programs or activities funded in whole or in part with CDBG-DR funds. Thus, the Subrecipient shall comply with regulations of 24 CFR part 8, which implement Section 504 for HUD programs, and the regulations of 24 CFR part 146, which implement the Age Discrimination Act for HUD programs.

### **2. Architectural Barriers Act and the Americans with Disabilities Act**

The Subrecipient shall ensure that its activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed or altered with funds allocated or reallocated under this part after December 11, 1995 and meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

### **3. State and Local Nondiscrimination Provisions**

The Subrecipient must comply with the Florida Small and Minority Business Assistance Act (§§ 288.703-288.706, F.S.);

Title VI of the Civil Rights Act of 1964 (24 CFR part 1)

(i) General Compliance:

The Subrecipient shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended. No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this agreement. The specific nondiscrimination provisions at 24 CFR 1.4 apply to the use of these funds. The Subrecipient shall not intimidate, threaten, coerce or discriminate against any person for the purpose of interfering with any right or privilege secured by title VI of the Civil Rights Act of 1964 or 24 CFR part 1, or because he has made a complaint, testified, assisted or participated in any manner in an investigation, proceeding or hearing under 24 CFR part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 24 CFR part 1, including the conduct of any investigation, hearing or judicial proceeding arising thereunder.

(ii) Assurances and Real Property Covenants:

As a condition to the approval of this Agreement and the extension of any Federal financial assistance, the Subrecipient assures that the program or activities described in this Agreement will be conducted and the housing, accommodations, facilities, services, financial aid or other benefits to be provided will be operated and administered in compliance with all requirements imposed by or pursuant to this part 1.

If the Federal financial assistance under this Agreement is to provide or is in the form of personal property or real property or interest therein or structures thereon, the Subrecipient's assurance herein shall obligate the Subrecipient or, in the case of a subsequent transfer, the transferee, for the period during which the property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases, the assurance shall obligate the Subrecipient for the period during which Federal financial assistance is extended pursuant to the contract or application. This assurance gives DEO and the United States a right to seek judicial enforcement of the assurance and the requirements on real property.

In the case of real property, structures or improvements thereon, or interests therein, acquired with Federal financial assistance under this Agreement or acquired with CDBG-DR funds and provided to the Subrecipient Under this Agreement, the instrument effecting any disposition by the Subrecipient of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If the Subrecipient receives real property interests or funds or for the acquisition of real property interests under this Agreement, to the extent that rights to space on, over, or under any such property are included as part of the program receiving such assistance, the nondiscrimination requirements of this part 1 shall extend to any facility located wholly or in part in such space.

Affirmative Action

(iii) Approved Plan

The Subrecipient agrees that it shall carry out pursuant to the DEO's specifications an Affirmative Action Program in compliance with the President's Executive Order 11246 of September 24, 1966, as amended, and implementing regulations at 42 CFR 60. DEO shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the release of funds under this agreement.

(iv) Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient shall take the affirmative steps listed in 2 CFR 200.321(b)(1) through (5) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible when the Subrecipient procures property or services under this Agreement.

(v) Notifications

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

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

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

**IX. Labor and Employment**

1. Labor Standards

The Subrecipient shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this Agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis- Bacon Act, as amended (40 U.S.C. 3141, *et seq.*) and 29 CFR part 1, 3, 5, 6 and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

The Subrecipient agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The Subrecipient shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall promptly be made available to DEO for review upon request.

**X. Section 3 of the Housing and Urban Development Act of 1968**

1. A low-income person, as this term is defined in Section 3 (b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher and or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low—income families; or (ii) A very low-income person, as this term is defined in Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437 a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

2. Compliance

The Subrecipient shall comply with the provisions of Section 3 of the Housing Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing its implementing regulations at 24 CFR part 135. The Subrecipient shall include the following "Section 3 clause" at 24 CFR 135.38 in every "Section 3 covered contract" (as defined in 24 CFR 135.5).



- A. The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- C. The Subrecipient will require its contractors to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The Subrecipient will require its contractors to include a materially similar Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Subrecipient will require its contractors to not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The Subrecipient will require its contractors to certify any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

3. Recipients of HUD federal financial assistance shall meet the following hiring and contract numerical goals to achieve compliance with Section 3 as found at 24 CFR 135.30 (Numerical goals for meeting the greatest extent feasible requirement.).

(3) Recipients of Section 3 covered community development assistance, and their contractors and subcontractors (unless the contract or subcontract awards do not meet the threshold specified in Section 135.3(a)(3)) may demonstrate compliance with the requirements of this part by committing to employ Section 3 residents as:

- (i) 10 percent of the aggregate number of new hires for the one-year period beginning in FY 1995;

- (ii) 20 percent of the aggregate number of new hires for the one-year period beginning in 1996; and
  - (iii) 30 percent of the aggregate number of new hires for the one-year period beginning in FY 1997 and continuing thereafter.
- (c) Contracts. Numerical goals set forth in paragraph (c) of this section apply to contracts awarded in connection with all Section 3 covered projects and Section 3 covered activities. Each recipient and contractor and subcontractor (unless the contract or subcontract awards do not meet the threshold specified in Section 135.3(a)(3)) may demonstrate compliance with the requirements of this part by committing to award to Section 3 business concerns:
- (1) At least 10 percent 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 for building trades work arising in connection with housing rehabilitation, housing construction and other public construction; and
  - (2) At least three
  - (3) percent of the total dollar amount of all other Section 3 covered contracts.

## **XI. Conduct**

### **1. Hatch Act**

The Subrecipient shall comply with the Hatch Act, 5 USC 1501 – 1508, and shall ensure that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

### **Conflict of Interest**

In the procurement of supplies, equipment, construction and services pursuant to this agreement, the Subrecipient shall comply with the conflict of interest provisions in the DEO's procurement policies and procedures. In all cases not governed by the conflict of interest provisions in the DEO's procurement policies and procedures, the Subrecipient shall comply with the conflict of interest provisions in 24 CFR 570.489(h).

### **Lobbying Certification**

The Subrecipient hereby certifies that:

- (i) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
- (ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- (iii) The language of paragraph (a) through (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and

contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

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

## **XII. Religious Activities**

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

## **XIII. Environmental Conditions**

### **1. Prohibition on Choice Limiting Activities Prior to Environmental Review**

The Subrecipient must comply with the limitations in 24 CFR 58.22 even though the Subrecipient is not delegated the requirement under Section 104(g) of the HCD Act for environmental review, decision-making and action (see 24 CFR part 58) and is not delegated the DEO's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. 24 CFR 58.22 imposes limitations on activities pending clearance and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity. If DEO has not issued an Authority to Use Grant Funds within 15 days of Subrecipient's submission of the required documentation, DEO shall provide the Subrecipient a written update regarding the status of the review process.

### **Air and Water**

The Subrecipient shall comply with the following requirements insofar as they apply to the performance of this agreement:

- Air quality. (1) The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended; particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93); and
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, *et seq.*, as amended, including the requirements specified in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder.

### **Flood Disaster Protection**

The Subrecipient shall comply with the mandatory flood insurance purchase requirements of Section 102 of the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994, 42 USC 4012a. Additionally, the Subrecipient shall comply with Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a), which includes a prohibition on the provision of flood disaster assistance, including loan assistance, to a person for repair, replacement or restoration for damage to any personal, residential, or commercial property if that person at any time has received Federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable Federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable Federal law on such property. Section 582 also includes a responsibility to notify property owners of their responsibility to notify transferees about mandatory flood purchase requirements. More information about these requirements is available in the Federal Register notices governing the CDBG-DR award and listed at the beginning of this Attachment.

Lead-Based Paint

The Subrecipient shall follow DEO approved procedures with respect to CDBG assistance that fulfill the objectives and requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this title.

Historic Preservation

The Subrecipient shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended, codified in title 54 of the United States Code, and the procedures set forth in 36 CFR part 800 insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state or local historic property list.

## Attachment F – Civil Rights Compliance

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### Fair Housing

As a condition for the receipt of CDBG-DR funds, the Subrecipient must certify that it will "affirmatively further fair housing" in its community. The Subrecipient shall demonstrate its commitment to affirmatively further fair housing by implementing the actions listed below.

The Subrecipient shall:

- 1) Have in place a fair housing resolution or ordinance that covers all Federally protected classes (race, color, familial status, handicap, national origin, religion and sex);
- 2) Designate an employee as the Fair Housing Coordinator who is available during regular business hours to receive fair housing calls;
- 3) Publish the Fair Housing Coordinator's contact information quarterly in a newspaper of general circulation in the Subrecipient's jurisdiction so that people know who to call to ask fair housing questions or register a complaint. Alternatively, the Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website;
- 4) Establish a system to record the following for each fair housing call:
  - a) The nature of the call,
  - b) The actions taken in response to the call,
  - c) The results of the actions taken and
  - d) If the caller was referred to another agency, the results obtained by the referral agency;
- 5) Conduct at least one fair housing activity each quarter. Identical activities (see examples below) shall not be conducted in consecutive quarters; and
- 6) Display a fair housing poster in the CDBG-DR Office. (This does not count as a fair housing activity.)

The Subrecipient shall ensure that the fair housing contact person has received training so that he/she can handle fair housing phone inquiries or refer the inquiries to the appropriate people/agencies. Records maintained by the contact will help the community do the following:

- Define where discriminatory practices are occurring,
- Help the community measure the effectiveness of its outreach efforts, and
- Provide the community with a means to gain information that can be used to design and implement strategies that will eliminate fair housing impediments.

Examples of fair housing activities include the following:

- Making fair housing presentations at schools, civic clubs and neighborhood association meetings;
- Conducting a fair housing poster contest or an essay contest;
- Manning a booth and distributing fair housing materials at libraries, health fairs, community events, yard sales and church festivals; and
- Conducting fair housing workshops for city/county employees, realtors, bank and mortgage company employees, insurance agents and apartment complex owners.

Printing a fair housing notice on a utility bill is no longer accepted as a fair housing activity; however, mailing a DEO-approved fair housing brochure as an insert with utility bills will be accepted as an activity. Placing posters in public buildings does not meet the requirement for a fair housing activity.

The Subrecipient shall document its fair housing activities by keeping photographs, newspaper articles, sign-in sheets and copies of handouts in their CDBG-DR project file and include information about the activities in the comment section of each quarterly report.

## Equal Employment Opportunity

As a condition for the receipt of CDBG-DR funds, the Subrecipient must certify that it and the contractors, subcontractors, subrecipients and consultants that it hires with CDBG-DR funds will abide by the Equal Employment Opportunity (EEO) Laws of the United States. The Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Each Subrecipient shall:

- 1) Have in place an equal employment opportunity resolution or ordinance that protects its applicants and employees and the applicants and employees of its contractors, subcontractors, subrecipients and consultants from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral and other aspects of employment, on the basis of race, color, religion, sex, national origin, disability, age or genetics;
- 2) Designate an employee as the EEO Coordinator who is available during regular business hours to receive EEO calls;
- 3) Publish the EEO Coordinator's contact information quarterly in a newspaper of general circulation in the Subrecipient's jurisdiction so that people know who to call to ask EEO questions or register a complaint. Alternatively, the Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and
- 4) Establish a system to record the following for each EEO call:
  - a) The nature of the call,
  - b) The actions taken in response to the call and
  - c) The results of the actions taken;

Each Subrecipient shall maintain a list of certified minority-owned business enterprises (MBE) and women-owned business enterprises (WBE) that operate in its region. The Subrecipient shall use this list to solicit companies to bid on CDBG-DR-funded construction activities and shall provide a copy of the list to the prime contractor(s) to use when it hires subcontractors and consultants. The Department of Management Services maintains a list of certified minority- and women-owned businesses that can be used to develop a local MBE/WBE list at the following website: <https://osd.dms.myflorida.com/directories>.

## Section 504 and the Americans with Disabilities Act (ADA)

As a condition for the receipt of CDBG-DR funds, the Subrecipient must certify that it provides access to all federally funded activities to all individuals, regardless of handicap. The Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

The Subrecipient shall:

- 1) Have in place a resolution or ordinance that is designed to eliminate discrimination against any person who:
  - a) Has a physical or mental impairment which substantially limits one or more major life activities,
  - b) Has a record of such an impairment, or
  - c) Is regarded as having such an impairment;
- 2) Designate an employee as the Section 504/ADA Coordinator who is available during regular business hours to receive Section 504/ADA calls;
- 3) Publish the Section 504/ADA Coordinator's contact information quarterly in a newspaper of general circulation in the Subrecipient's jurisdiction so that people know who to call to ask Section 504/ADA questions or register a complaint. Alternatively, the Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and
- 4) Establish a system to record the following for each Section 504/ADA call:
  - a) The nature of the call,
  - b) The actions taken in response to the call and



c) The results of the actions taken.

Section 504 prohibitions against discrimination (see 45 C.F.R. part 84) apply to service availability, accessibility, delivery, employment and the administrative activities and responsibilities of organizations receiving Federal financial assistance. A Subrecipient of Federal financial assistance may not, on the basis of disability:

- Deny qualified individuals the opportunity to participate in or benefit from Federally funded programs, services or other benefits,
- Deny access to programs, services, benefits or opportunities to participate as a result of physical barriers, or
- Deny employment opportunities, including hiring, promotion, training and fringe benefits, for which they are otherwise entitled or qualified.

The ADA regulations (Title II, 28 C.F.R. part 35, and Title III, 28 C.F.R. part 36) prohibit discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and telecommunications. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability.

Title II covers all activities of state and local governments regardless of the government entity's size or receipt of Federal funding. Title II requires that State and local governments give people with disabilities an equal opportunity to benefit from all of their programs, services and activities (e.g. public education, employment, transportation, recreation, health care, social services, courts, voting and town meetings). State and local governments are required to follow specific architectural standards in the new construction and alteration of their buildings. They also must relocate programs or otherwise provide access in inaccessible older buildings, and communicate effectively with people who have hearing, vision or speech disabilities.

Title III covers businesses and nonprofit service providers that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation and commercial facilities. Public accommodations are private entities who own, lease, lease to or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors' offices, homeless shelters, transportation depots, zoos, funeral homes, day care centers and recreation facilities including sports stadiums and fitness clubs. Transportation services provided by private entities are also covered by Title III.

### **Section 3 - Economic Opportunities for Low- and Very Low-Income Persons**

The Subrecipient shall encourage its contractors to hire qualified low- and moderate-income residents for any job openings that exist on CDBG-DR-funded projects in the community. The Subrecipient and its contractors shall keep records to document the number of low- and moderate-income people who are hired to work on CDBG-DR-funded projects. The number of low- and moderate-income residents who are hired to work of the project shall be reported in the comment section of the quarterly report.

The following clause from 24 C.F.R. § 135.38 is required to be included in CDBG-DR-funded contracts of \$100,000 or more.

#### ***Section 3 Clause***

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are Subrecipients of HUD assistance for housing.
- B. The Parties to this contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. part 135.
- F. Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

## Civil Rights Regulations

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it will abide by the following Federal laws and regulations:

1. Title VI of the Civil Rights Act of 1964 – Prohibits discrimination by government agencies that receive Federal funding;
2. Title VII of the Civil Rights Act of 1964 – prohibits employment discrimination on the basis of race, color, religion, sex or national origin;
3. Title VIII of the Civil Rights Act of 1968 – as amended (the Fair Housing Act of 1988);
4. 24 C.F.R. § 570.487(b) – Affirmatively Furthering Fair Housing;
5. 24 C.F.R. § 570.490(b) – Unit of general local government's record;
6. 24 C.F.R. § 570.606(b) – Relocation assistance for displaced persons at URA levels;
7. Age Discrimination Act of 1975;
8. Executive Order 12892 – Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing;
9. Section 109 of the Housing and Community Development Act of 1974 – No person shall be excluded from participation in, denied benefits of or subjected to discrimination under any program or activity receiving CDBG-DR funds because of race, color, religion, sex or national origin;
10. Section 504 of the Rehabilitation Act of 1973 and 24 C.F.R. part 8, which prohibits discrimination against people with disabilities;
11. Executive Order 11063 – Equal Opportunity in Housing;
12. Executive Order 11246 – Equal Employment Opportunity; and
13. Section 3 of the Housing and Urban Development Act of 1968, as amended – Employment/Training of Lower Income Residents and Local Business Contracting.

I hereby certify that The City of Palm Bay shall comply with all of the provisions and Federal regulations listed in this attachment.

By:



Date:

April 23, 2020

Name: Lisa Morrell

Title: City Manager

## Attachment G – Reports

The following reports must be completed and submitted to DEO in the time frame indicated below. Failure to timely file these reports constitutes an Event of Default, as defined in Paragraph (10) Default, of this Agreement.

1. A **Monthly Progress Report** must be submitted to DEO on forms to be provided by DEO ten (10) calendar days after the end of each month.
2. A **Quarterly Progress Report**, must be submitted to DEO on forms to be provided by DEO no later than the tenth day of every April, July, October, and January.
3. A **Contract and Subcontract Activity** form, Form HUD-2516, currently available at <http://www.flrules.org/Gateway/reference.asp?No=Ref-05360>; which is incorporated herein by reference, must be submitted by April 15 and October 15 each year through the DEO's SERA reporting system. The form must reflect all contractual activity for the period, including Minority Business Enterprise and Woman Business Enterprise participation. If no activity has taken place during the reporting period, the form must indicate "no activity".

The Subrecipient shall closeout its use of the CDBG-DR funds and its obligations under this Agreement by complying with the closeout procedures in 2 CFR § 200.343. Activities during this close-out period may include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to DEO) and determining the custodianship of records.

Notwithstanding the terms of 2 CFR 200.343, upon the expiration of this Agreement, the Subrecipient shall transfer to the recipient any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Further, any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the Subrecipient in the form of a loan) shall be treated in accordance with 24 CFR 570.503(b)(7).

4. In accordance with 2 C.F.R. part 200, should the Subrecipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with 2 C.F.R. part 200 and submitted to DEO no later than nine months from the end of the Subrecipient's fiscal year. If the Subrecipient did not meet the audit threshold, an **Audit Certification Memo** must be provided to DEO no later than nine months from the end of the Subrecipient's fiscal year.

5. A copy of the **Audit Compliance Certification** form, Attachment K, must be emailed to [audit@deo.myflorida.com](mailto:audit@deo.myflorida.com) within sixty (60) calendar days of the end of each fiscal year in which this subgrant was open.

6. The **Section 3 Summary Report**, form HUD-60002, must be completed and submitted through DEO's SERA reporting system by July 31, annually. The form must be used to report annual accomplishments regarding employment and other economic opportunities provided to persons and businesses that meet Section 3 requirements.

7. Request for Funds must be submitted as required by DEO and in accordance with the ***Project Description and Deliverables; Project Narrative, Project Budget Detail and Activity Work Plan.***

8. All forms referenced herein are available online or upon request from DEO's grant manager for this Agreement.

## **Attachment H – Warranties and Representations**

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### **Financial Management**

The Subrecipient's financial management system must comply with the provisions of 2 C.F.R. part 200 (and particularly 2 C.F.R. 200.302 titled "Financial Management"), Section 218.33, F.S., and include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program.
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. The Subrecipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request for Funds (RFF). Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the 2 C.F.R. part 200 (and particularly 2 C.F.R. 200 Subpart E titled "Costs Principles") and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

### **Competition**

All procurement transactions must follow the provisions of 2 C.F.R. §§ 200.318-200.326 and be conducted in a manner providing full and open competition. The Subrecipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids or requests for proposals shall be excluded from competing for such procurements. Awards must be made to the responsible and responsive bidder or offeror whose proposal is most advantageous to the program, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Subrecipient. Any and all bids or offers may be rejected if there is a sound, documented reason.

### **Codes of Conduct**

The Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer or agent shall participate in the selection, award or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in a tangible personal benefit from a firm considered for a contract. The officers, employees and agents of the Subrecipient shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts. The standards of conduct must provide for disciplinary actions to be applied for violations of the standards by officers, employees or agents of the Subrecipient. (*See* 2 C.F.R. § 200.318(c)(1).)

### **Business Hours**

The Subrecipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site at all reasonable times for business. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

### **Licensing and Permitting**

All contractors or employees hired by the Subrecipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Subrecipient.



## **Attachment I – Audit Requirements**

The administration of resources awarded by DEO to the Subrecipient may be subject to audits and/or monitoring by DEO as described in this section.

### **MONITORING**

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

### **AUDITS**

#### **PART I: FEDERALLY FUNDED**

This part is applicable if the Subrecipient is a State or local government or a non-profit organization as defined in 2 CFR 200, as revised.

1. In the event that the Subrecipient expends \$750,000 or more in federal awards in its fiscal year, the Subrecipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200 Subpart F (Audit Requirements), as revised. In determining the federal awards expended in its fiscal year, the Subrecipient shall consider all sources of federal awards, including federal resources received from DEO. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR 200 Subpart F (Audit Requirements), as revised. An audit of the Subrecipient conducted by the Auditor General in accordance with the provisions of 2 CFR 200 Subpart F (Audit Requirements), as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the Subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200 Subpart F (Audit Requirements), as revised.
3. If the Subrecipient expends less than \$750,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR 200 Subpart F (Audit Requirements), as revised, is not required. In the event that the Subrecipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200 Subpart F (Audit Requirements), as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Subrecipient resources obtained from other than federal entities).
4. Although 2 CFR 200 Subpart F (Audit Requirements) does not apply to commercial (for-profit) organizations, the pass-through entity has an obligation to ensure that for-profit subrecipients that

expend \$750,000 or more in federal awards must comply with federal awards guidelines (see 2 CFR 200.501(h)). Additionally, for-profit entities may be subject to certain specific audit requirements of individual federal grantor agencies.

Additional Federal Single Audit Act resources can be found at:

<https://harvester.census.gov/facweb/Resources.aspx>

## **PART II: STATE FUNDED**

This part is applicable if the Subrecipient is a non-state entity as defined by Section 215.97(2), F.S.

1. In the event that the Subrecipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Subrecipient, the Subrecipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the Subrecipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the Subrecipient shall ensure that the audit complies with the requirements of Section 215.97(8), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the Subrecipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, F.S., is not required. In the event that the Subrecipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Subrecipient's resources obtained from other than State entities).

Additional information regarding the Florida Single Audit Act can be found at:

<https://apps.fldfs.com/fsaa/>

## **PART III: OTHER AUDIT REQUIREMENTS**

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

**N/A**

#### **PART IV: REPORT SUBMISSION**

1. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with 2 CFR 200 Subpart F (Audit Requirements), as revised, and required by PART I of this Exhibit Agreement shall be submitted by or on behalf of the Subrecipient directly to each of the following at the address indicated:
  - A. Department of Economic Opportunity  
Financial Monitoring and Accountability (FMA)  
The copy submitted to the FMA section should be sent via email to: [FMA-RWB@deo.myflorida.com](mailto:FMA-RWB@deo.myflorida.com)
  - B. The Federal Audit Clearinghouse designated in 2 CFR 200 Subpart F (Audit Requirements), as revised, electronically at: <https://harvester.census.gov/facweb/>
2. Copies of audit reports for audits conducted in accordance with 2 CFR 200 Subpart F (Audit Requirements), as revised, and required by Part I (in correspondence accompanying the audit report, indicate the date that the Subrecipient received the audit report); copies of the reporting package described in Section .512(c), 2 CFR 200 Subpart F (Audit Requirements), as revised, and any management letters issued by the auditor; copies of reports required by Part II of this Exhibit must be sent to DEO at the addresses listed in paragraph three (3) below.
3. Copies of financial reporting packages required by PART II of this Agreement shall be submitted by or on behalf of the Subrecipient directly to each of the following:
  - A. DEO at the following address:  
  
Electronic copies: [Audit@deo.myflorida.com](mailto:Audit@deo.myflorida.com)
  - B. The Auditor General's Office at the following address:  
  
Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, FL 32399-1450  
  
Email Address: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)
4. Any reports, management letter or other information required to be submitted to DEO pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200 Subpart F, 215.97 F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients and subrecipients, when submitting financial reporting packages to DEO for audits done in accordance with Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit

organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient/subrecipient in correspondence accompanying the reporting package.

## **PART V: RECORD RETENTION**

The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of six (6) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, the Chief Financial Officer (CFO) or Auditor General access to such records upon request. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer. The Subrecipient shall ensure that audit working papers are made available to DEO, or its designee, CFO or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DEO.

## Exhibit 1 to Attachment I – Funding Sources

### Federal Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following:

<b>Federal Awarding Agency:</b>	U.S. Department of Housing and Urban Development
<b>Federal Funds Obligated to Subrecipient:</b>	\$684,179.00
<b>Catalog of Federal Domestic Assistance Title:</b>	Community Development Block Grants/State's Program and Non-Entitlement Grants in Hawaii
<b>Catalog of Federal Domestic Assistance Number:</b>	14.228
<b>Project Description:</b> <i>This is not a research and development award.</i>	The purpose of Rebuild Florida's CDBG-DR Voluntary Home Buyout Program is to acquire properties that are in a Special Flood Hazard Area (SFHA), and in high-risk flood areas to help reduce the impact of future disasters, and to assist property owners to relocate outside the threat of flooding.

### Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

#### Federal Program

1. The Subrecipient shall perform its obligations in accordance with Sections 290.0401- 290.048, F.S.
2. The Subrecipient shall perform its obligations in accordance with 24 C.F.R. §§ 570.480 – 570.497.
3. The Subrecipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
4. The Subrecipient shall perform the obligations in accordance with chapter 73C-23.0051(1) and (3), F.A.C.
5. The Subrecipient shall be governed by all applicable laws, rules and regulations, including, but not necessarily limited to, those identified in Award Terms & Conditions and Other Instructions of the Subrecipient's Notice of Subgrant Award/Fund Availability (NFA).

**State Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following:**  
*N/A*

**Matching Resources for Federal Programs:** *N/A*

**Subject to Section 215.97, Florida Statutes:** *N/A*

**Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows:** *N/A*

NOTE: Title 2 C.F.R. § 200.331 and Section 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 and the Notice of Subgrant Award/Fund Availability be provided to the Subrecipient.

## Attachment J – Audit Compliance Certification

<b>Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to audit@deo.myflorida.com.</b>	
Subrecipient:	
FEIN:	Subrecipient's Fiscal Year:
Contact Name:	Contact's Phone:
Contact's Email:	
<p>1. Did the Subrecipient expend state financial assistance, during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Subrecipient and the Department of Economic Opportunity (DEO)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the above answer is yes, answer the following before proceeding to item 2.</p> <p>Did the Subrecipient expend \$750,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>If yes, the Subrecipient certifies that it will timely comply with all applicable State single or project-specific audit requirements of Section 215.97, Florida Statutes and the applicable rules of the Department of Financial Services and the Auditor General.</b></p>	
<p>2. Did the Subrecipient expend federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Subrecipient and DEO? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the above answer is yes, also answer the following before proceeding to execution of this certification:</p> <p>Did the Subrecipient expend \$750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>If yes, the Subrecipient certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 C.F.R. part 200, subpart F, as revised.</b></p>	
<b>By signing below, I certify, on behalf of the Subrecipient, that the above representations for items 1 and 2 are true and correct.</b>	
Signature of Authorized Representative	Date
Printed Name of Authorized Representative	Title of Authorized Representative



## **Attachment K – Subrecipient Enterprise Resource Application (SERA) Form**

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**Current SERA Form will be provided under separate cover.**

## Attachment L

# 2 CFR Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

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## Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

**(A)** Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

**(B)** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

**(C)** Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

**(D)** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

**(E)** Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C.

3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**(F) Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

**(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended -** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**(H) Debarment and Suspension (Executive Orders 12549 and 12689) -** A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) -** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

**(J) See § 200.322 Procurement of recovered materials.**

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

**Attachment M**

**State of Florida**

**Department of Economic Opportunity**

**Federally-Funded**

**Community Development Block Grant**

**Disaster Recovery (CDBG-DR) Subrogation Agreement**

This Subrogation and Assignment Agreement ("Agreement") is made and entered into on this 23 day of April, 2020, by and between the City of Palm Bay (hereinafter referred to as "Subrecipient") and the State of Florida, Department of Economic Opportunity (hereinafter referred to as "DEO").

In consideration of Subrecipient's receipt of funds or the commitment by DEO to evaluate Subrecipient's application for the receipt of funds (collectively, the "Grant Proceeds") under the DEO Community Development Block Grant-Disaster Recovery Program (the "CDBG-DR Program") administered by DEO, Subrecipient hereby assigns to DEO all of Subrecipient's future rights to reimbursement and all payments received from any grant, subsidized loan, lawsuit or insurance policies of any type or coverage or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency ("FEMA") or the Small Business Administration ("SBA") (singularly, a "Disaster Program" and collectively, the "Disaster Programs") that was the basis of the calculation of Grant Proceeds paid or to be paid to Subrecipient under the CDBG-DR Program and that are determined in the sole discretion of DEO to be a duplication of benefits ("DOB") as provided in this Agreement.

The proceeds or payments referred to in the preceding paragraph, whether they are from insurance, FEMA or the SBA or any other source, and whether or not such amounts are a DOB, shall be referred to herein as "Proceeds," and any Proceeds that are a DOB shall be referred to herein as "DOB Proceeds." Upon receiving any Proceeds, Subrecipient agrees to immediately notify DEO who will determine in its sole discretion if such additional amounts constitute a DOB. If some or all of the Proceeds are determined to be a DOB, the portion that is a DOB shall be paid to DEO, to be retained and/or disbursed as provided in this Agreement. The amount of DOB determined to be paid to DEO shall not exceed the amount received from the CDBG-DR Program.

Subrecipient agrees to assist and cooperate with DEO to pursue any of the claims Subrecipient has against the insurers for reimbursement of DOB Proceeds under any such policies. Subrecipient's assistance and cooperation shall include but shall not be limited to allowing suit to be brought in Subrecipient's name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing record and other evidence, testifying at trial and any other form of assistance and cooperation reasonably requested by DEO. Subrecipient further agrees to assist

and cooperate in the attainment and collection of any DOB Proceeds that the Subrecipient would be entitled to under any applicable Disaster Program.

If requested by DEO, Subrecipient agrees to execute such further and additional documents and instruments as may be requested to further and better assign to DEO, to the extent of the Grant Proceeds paid to Subrecipient under the CDBG-DR Program, the Policies, any amounts received under the Disaster Programs that are DOB Proceeds and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by DEO to consummate and make effective the purposes of this Agreement.

Subrecipient explicitly allows DEO to request of any company with which Subrecipient held insurance policies, or FEMA or the SBA or any other entity from which Subrecipient has applied for or is receiving Proceeds, any non-public or confidential information determined to be reasonably necessary by DEO to monitor/enforce its interest in the rights assigned to it under this Agreement and give Subrecipient's consent to such company to release said information to DEO.

If Subrecipient (or any lender to which DOB Proceeds are payable to such lender, to the extent permitted by superior loan documents) hereafter receives any DOB Proceeds, Subrecipient agrees to promptly pay such amounts to DEO, if Subrecipient received Grant Proceeds under the CDBG-DR Program in an amount greater than the amount Subrecipient would have received if such DOB Proceeds had been considered in the calculation of Subrecipient's award.

In the event that the Subrecipient receives or is scheduled to receive any subsequent Proceeds, Subrecipient shall pay such subsequent Proceeds directly to DEO, and DEO will determine the amount, if any, of such subsequent Proceeds that are DOB Proceeds ("Subsequent DOB Proceeds"). Subsequent Proceeds in excess of Subsequent DOB Proceeds shall be returned to the Subrecipient. Subsequent DOB Proceeds shall be disbursed as follows:

1. If the Subrecipient has received full payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be retained by DEO.
2. If the Subrecipient has received no payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be used by DEO to reduce payments of the Grant Proceeds to the Subrecipient, and all Subsequent DOB Proceeds shall be returned to the Subrecipient.
3. If the Subrecipient has received a portion of the Grant Proceeds, any Subsequent DOB Proceeds shall be used, retained and/or disbursed in the following order: (A) Subsequent DOB Proceeds shall first be used to reduce the remaining payments of the Grant Proceeds, and Subsequent DOB Proceeds in such amount shall be returned to the Subrecipient; and (B) any remaining Subsequent DOB Proceeds shall be retained by DEO.
4. If DEO makes the determination that the Subrecipient does not qualify to participate in the CDBG-DR Program or the Subrecipient determines not to participate in the CDBG-DR Program, the Subsequent DOB Proceeds shall be returned to the Subrecipient, and this Agreement shall terminate.

Once DEO has recovered an amount equal to the Grant Proceeds paid to Subrecipient, DEO will reassign to Subrecipient any rights assigned to DEO pursuant to this Agreement.

Subrecipient represents that all statements and representations made by Subrecipient regarding Proceeds received by Subrecipient shall be true and correct as of the date of the signing of this Agreement.

**Warning:** Any person who intentionally or knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

The person executing this Agreement on behalf of the Subrecipient hereby represents that he\she has received, read, and understands this notice of penalties for making a false claim or statement regarding Proceeds received by Subrecipient.

In any proceeding to enforce this Agreement, DEO shall be entitled to recover all costs of enforcement, including actual attorney's fees.

**SUBRECIPIENT**

[The City of Palm Bay]

By: 

Name: Lisa Morrell

Title: City Manager

**DEO:**

[insert name of administrative entity]

By: 

Name: Brian McManus

Title: Chief of Staff



DEO AGREEMENT NUMBER: I0088

**AMENDMENT ONE  
TO SUBRECIPIENT AGREEMENT BETWEEN  
THE DEPARTMENT OF ECONOMIC OPPORTUNITY  
AND  
CITY OF PALM BAY**

On April 28, 2020, the State of Florida, Department of Economic Opportunity ("DEO") and the City of Palm Bay ("Subrecipient"), entered into agreement I0088 for Voluntary Home Buyout Program activities under the United States Department of Housing and Urban Development ("HUD") Community Development Block Grant Disaster Recovery ("CDBG-DR") program). DEO and City of Palm Bay may individually be referred to herein as a "Party" or collectively as the "Parties".

WHEREAS, Section (4.) of the Agreement provides that any amendment to the agreement shall be in writing executed by the Parties thereto; and

WHEREAS, the Parties wish to amend the agreement as set forth herein;

NOW THEREFORE, the Parties hereby agree to the following:

1. Preamble, paragraph 2 is hereby deleted in its entirety and replaced with the following:

WHEREAS, pursuant to Public Law (P.L.) P.L. 115-123 Bipartisan Budget Act of 2018, P.L. 115-56, the "Continuing Appropriations Act, 2018" and Supplemental Appropriations for Disaster Relief Requirements Act, 2017 ,, and the "Allocations, Common Application, Waivers, and Alternative Requirements for Community Development Block Grant - Disaster Recovery Grantees", 83 Federal Register No. 28 (February 9, 2018), 83 Federal Register No. 157 (August 14, 2018); (hereinafter collectively referred to as the "Federal Register Guidance"), the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") has awarded Community Development Block Grant - Disaster Recovery (CDBG-DR) funds to DEO for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 United States Code (U.S.C.) 5301 et seq.) and described in the State of Florida Action Plan for Disaster Recovery 2018 (hereinafter referred to as the "Action Plan"). DEO is hereinafter referred to from time to time as "Grantee".

2. Section (14) Citizen Complaints is hereby deleted in its entirety and replaced with the following:

(14) **Citizen Complaints.** The goal of the State is to provide an opportunity to resolve complaints in a timely manner. The subrecipient must provide a response to all inquiries and complaints within 15 working days of receipt. Following the initial response, the subrecipient will make every effort to provide a resolution to complaints within the 15-working day period. If a resolution cannot be reached within the 15-working day period, the complainant/inquirer will receive a status update on the issue(s) and, if possible, a timeframe for when a resolution can be reached. Constituent Management Services Lead will monitor response times to ensure compliance and will adjust timeframes for additional responses as needed. The response must be provided within 15 working days of the receipt of the complaint, as expected by HUD, and to provide the right to participate in the process and appeal a decision when there is reason for an applicant to believe its application was not handled according to program policies. All applications, guidelines and websites will include details on the right to file a complaint or appeal and the process for filing a complaint or beginning an appeal.

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Applicants are allowed to appeal program decisions related to one of the following activities:

- (a) A program eligibility determination
- (b) A program assistance award calculation and
- (c) A program decision concerning housing unit damage and the resulting program outcome.

Citizens may file a written complaint or appeal through the Office of Disaster Recovery email at [CDBG-DR@deo.myflorida.com](mailto:CDBG-DR@deo.myflorida.com) or submit by postal mail to the following address:

Attention: Office of Disaster Recovery  
Florida Department of Economic Opportunity  
107 East Madison Street  
The Caldwell Building, MSC 160  
Tallahassee, Florida 32399

The subrecipient will handle citizen complaints by conducting:

- (a) Investigations as necessary
- (b) Resolution or
- (c) Follow-up actions.

If the complainant is not satisfied by the Subrecipient's determination, then the complainant may file a written appeal by following the instructions issued in the letter of response. If, at the conclusion of the appeals process, the complainant has not been satisfied with the response, a formal complaint may then be addressed directly to the regional Department of Housing and Urban Development (HUD) at:

Department of Housing & Urban Development  
Charles E. Bennet Federal Building  
400 West Bay Street, Suite 1015  
Jacksonville, FL 32202

The Florida Office of Disaster Recovery operates in Accordance with the Federal Fair Housing Law (The Fair Housing Amendments Act of 1988). Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination: 1-800-669-9777 (Toll Free), 1-800-927-9275 (TTY) or [www.hud.gov/fairhousing](http://www.hud.gov/fairhousing).

3. Section (16) Notice and Contact, subparagraph (b), is amended as follows:

(b) The name and address of DEO's Grant Manager for this Agreement is:

Michael Day
107 East Madison Street - MSC 160
Tallahassee, Florida 32399-6508
Phone: (850) 717-8543
Fax: (850) 921-3117
Email: <a href="mailto:Michael.Day@deo.myflorida.com">Michael.Day@deo.myflorida.com</a>

4. Section (23) Lobbying Prohibition, subparagraph (b), item 3., is amended as follows:

3. The Subrecipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose as described in this Paragraph (23), above. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into this transaction imposed by 31 U.S.C. § 1352.

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Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

5. Attachment A – Scope of Work, Section 1. Project Description, paragraph three is hereby deleted in its entirety and replaced with the following:

There are two options under this grant: The first option is to use the CDBG-DR funding as a leverage to match funding projects that are also eligible for the Hazard Mitigation Grant Program (HMGP) provided by the Federal government. The second option is to work directly with DEO to acquire parcels of properties of residential areas that meet low- and moderate-income area requirements, and/or assist low-and moderate-income households.

6. Attachment A – Scope of Work, Section 2. Subrecipient Responsibilities, subparagraph A.25., is hereby deleted in its entirety.
7. Attachment A – Scope of Work, Section 2. Subrecipient Responsibilities, subsection B, Tasks 1-7, are hereby amended to replace all references of “shall” with “may.”
8. Attachment A – Scope of Work, Section 2. Subrecipient Responsibilities, subsection C, Task 1, is hereby amended to replace all references of “shall” with “may.”
9. Attachment A – Scope of Work, Section 2. Subrecipient Responsibilities, subsection D, Tasks 1-2, are hereby amended to replace all references of “shall” with “may.”

***Remainder of page intentionally left blank***

## DEO AGREEMENT NUMBER: 10088

10. Attachment A – Scope of Work, Section 3. Deliverables, is hereby deleted in its entirety and replaced with the following:

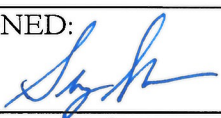
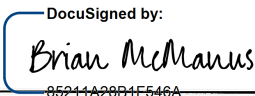
The Subrecipient agrees to provide the following services as specified:

<b>Deliverable I</b>	<b>Minimum Level of Service (to submit for request for payment)</b>	<b>Financial Consequences</b>
<b>Project Design and Implementation</b> Subrecipient shall complete an eligible deliverable task as detailed in Attachment A, Section 2., B. above.	The Subrecipient shall be reimbursed upon completion of a minimum of one deliverable task per housing unit as detailed in Attachment A, Section 2, B., evidenced by invoices(s) noting completed tasks with supporting documentation (such as payroll, invoices from contractors, etc.) as applicable upon the approval from DEO for the work completed in Deliverable I.	Failure to perform the minimum level of service shall result in nonpayment for this deliverable for each payment request.
<b>Deliverable II</b>	<b>Minimum Level of Service (to submit for request for payment)</b>	<b>Financial Consequences</b>
<b>Homeowner Buyout and Incentives</b> Subrecipient shall complete an eligible deliverable task as detailed in Attachment A, Section 2., C. above.	The Subrecipient shall be reimbursed upon completion of a minimum of one project deliverable task as detailed in Attachment A, Section 2. C; evidenced by invoices(s) noting completed tasks with supporting documentation (such as payroll, invoices from contractors, etc.) as applicable upon the approval from DEO for the work completed in Deliverable II.	Failure to perform the minimum level of service shall result in nonpayment for this deliverable for each payment request.
<b>Deliverable III</b>	<b>Minimum Level of Service (to submit for request for payment)</b>	<b>Financial Consequences</b>
<b>Demolition and Closeout</b> Subrecipient shall complete an eligible deliverable task as detailed in Attachment A, Section 2., D. above.	The Subrecipient shall be reimbursed upon completion of a minimum of one project deliverable task as detailed in Attachment A, Section 2. D; evidenced by invoices(s) noting completed tasks with supporting documentation (such as payroll, invoices from contractors, etc.) as applicable upon the approval from DEO for the work completed in Deliverable III.  The Subrecipient shall be reimbursed upon completion of a minimum of 100 percent of the demolition activities for each project; evidenced by the final inspection of the site after the activities have been completed, signed by the contractor, certified by the housing specialist or building inspector for the project.	Failure to perform the minimum level of service shall result in nonpayment for this deliverable for each payment request.
<b>TOTAL AWARD NOT TO EXCEED \$684,179.00</b>		

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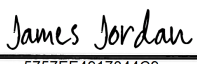
11. All other terms and conditions remain in effect.

IN WITNESS HEREOF, by signature below, the Parties agree to abide by the terms, conditions, and provisions of Agreement I0088 as amended. This Amendment is effective the date the last Party signs this Amendment.

CITY OF PALM BAY	DEPARTMENT OF ECONOMIC OPPORTUNITY
SIGNED: 	SIGNED: 
SUZANNE SHERMAN	BRIAN MCMANUS
CITY MANAGER	CHIEF OF STAFF
DATE: 2-4-2021	DATE: 2/8/2021

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL  
DEPARTMENT OF ECONOMIC  
OPPORTUNITY

By:   
5757EE4917044C9...  
Approved Date: 2/8/2021



## LEGISLATIVE MEMORANDUM

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

**FROM:** Suzanne Sherman, City Manager

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

**DATE:** 9/16/2021

**RE:** Consideration of a purchase offer for City-owned surplus real estate located at 1942 Agora Circle SE to buyer BHA Land Investments, LLC (\$45,000).

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

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

Ellingson Properties prepared a Comparative Market Analysis (CMA) with a suggested list price of \$45,000. The Buyer, BHA Land Investments, LLC is also seeking to purchase the adjacent City-owned parcel located at 1956 Agora Circle SE to construct a multi-family housing project. BHA Land Investment, LLC has submitted a purchase offer of \$45,000.

### REQUESTING DEPARTMENT:

Community & Economic Development

### FISCAL IMPACT:

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

### RECOMMENDATION:

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

### ATTACHMENTS:

#### Description

Vacant Land Contract - Purchase Offer



# Vacant Land Contract

1. **Sale and Purchase ("Contract"):** \_\_\_\_\_ City of Palm Bay \_\_\_\_\_ ("Seller")  
 and \_\_\_\_\_ BHA Land Investments, LLC \_\_\_\_\_ ("Buyer")  
 (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")  
 described as:

Address: \_\_\_\_\_ 1942 Agora Circle SE, Palm Bay, FL 32902

Legal Description: \_\_\_\_\_

SEC \_\_\_\_/TWP \_\_\_\_/RNG \_\_\_\_ of \_\_\_\_\_ Brevard \_\_\_\_\_ County, Florida. Real Property ID No.: \_\_\_\_\_ 29-37-03-26-1981-15  
 including all improvements existing on the Property and the following additional property: \_\_\_\_\_ Vacant Land

2. **Purchase Price:** (U.S. currency) \_\_\_\_\_ \$ \_\_\_\_\_ 45,000.00

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

Escrow Agent's Name: \_\_\_\_\_ Designated by City of Palm Bay

Escrow Agent's Contact Person: \_\_\_\_\_

Escrow Agent's Address: \_\_\_\_\_

Escrow Agent's Phone: \_\_\_\_\_

Escrow Agent's Email: \_\_\_\_\_

(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 \_\_\_\_\_ \$ \_\_\_\_\_ 4,500.00

(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 \_\_\_\_\_ \$ \_\_\_\_\_ 40,500.00

(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 \_\_\_\_\_ TBD \_\_\_\_\_, 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 \_\_\_\_\_ July 9, 2021 or TBD \_\_\_\_\_ ("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 (BA) (\_\_\_\_) and Seller (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is 1 of 8 pages.

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

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

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

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

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

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

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

Buyer BA (\_\_\_\_) and Seller (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is 3 of 8 pages.

(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

Buyer BA ( ) and Seller ( ) ( ) acknowledge receipt of a copy of this page, which is 4 of 8 pages.

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

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

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

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

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

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

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

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

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

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

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

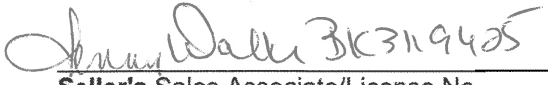
- 17. Attorney's Fees; Costs:** In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination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

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

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

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

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

  
Seller's Sales Associate/License No.

BK3008643  
Buyer's Sales Associate/License No.

Buyer  and Seller  acknowledge receipt of a copy of this page, which is 6 of 8 pages.



329\* Jensen@jensenrealty.com  
330 **Seller's Sales Associate Email Address**  
331  
332\* 321-544-4751  
333 **Seller's Sales Associate Phone Number**  
334  
335\* Jensen Properties  
336 **Listing Brokerage**  
337  
338\* 5815 USA, Rockledge, FL  
339 **Listing Brokerage Address**

JensenBeachRealty@hotmail.com  
**Buyer's Sales Associate Email Address**  
772-398-1212  
**Buyer's Sales Associate Phone Number**  
JensenBeachRealty@hotmail.com  
**Buyer's Brokerage**  
2400 SE Veterans Memorial Pkwy#120, Port St Lucie  
**Buyer's Brokerage Address**

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

345\* **23. Additional Terms:** \_\_\_\_\_  
346 \_\_\_\_\_  
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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:** Bruce H Adler Date: June 17, 2021

368\* Print name: Bruce H Adler, Mgr., BHA Land Investments, LLC

369\* **Buyer:** \_\_\_\_\_ Date: \_\_\_\_\_

370\* Print name: \_\_\_\_\_

371 **Buyer's address for purpose of notice:**

372\* Address: 2700 N Ocean DR Apt 1605B, Riviera Beach, FL 33404

373\* Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

374\* **Seller:** \_\_\_\_\_ Date: \_\_\_\_\_

375\* Print name: \_\_\_\_\_

376\* **Seller:** \_\_\_\_\_ Date: \_\_\_\_\_

377\* Print name: City of Palm Bay

Buyer BA ( ) and Seller ( ) ( ) acknowledge receipt of a copy of this page, which is 7 of 8 pages.

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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VAC-14 Rev 3/21

Serial#: 066037-000162-3951706

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 **Form  
Simplicity**

#### Addendum 'A' to Contract

The Addendum is made to the Contract between the City of Palm Bay, a Florida municipal corporation, as Seller, and BHA Land Investments, LLC, C/O Bruce H Adler, Mgr. as Buyer, for the sale and purchase of the Property at 1942 Agora Circle SE, Palm Bay, FL 32902, 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:

Bruce H Adler      June 17, 2021  
Date

\_\_\_\_\_  
Date

Seller

City of Palm Bay, a Florida municipal corporation

By: \_\_\_\_\_ Date \_\_\_\_\_  
As: \_\_\_\_\_

## Seller's Property Disclosure Update



Seller makes the following disclosure regarding the property described as: \_\_\_\_\_

City of Palm Bay owned Property

**Notice to Licensee 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] / Suzanne Sherman, City Manager Date: 1-29-2021  
(signature) (print)

Seller: \_\_\_\_\_ / \_\_\_\_\_ Date: \_\_\_\_\_  
(signature) (print)

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

Buyer: Bruce H Adler / Bruce H Adler Date: June 17, 2021  
(signature) (print)

Buyer: \_\_\_\_\_ / \_\_\_\_\_ Date: \_\_\_\_\_  
(signature) (print)



## LEGISLATIVE MEMORANDUM

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

**FROM:** Suzanne Sherman, City Manager

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

**DATE:** 9/16/2021

**RE:** Consideration of a purchase offer for City-owned surplus real estate located at 1956 Agora Circle SE to buyer BHA Land Investments, LLC (\$45,000).

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

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

Ellingson Properties prepared a Comparative Market Analysis (CMA) with a suggested list price of \$45,000. The Buyer, BHA Land Investments, LLC is also seeking to purchase the adjacent City-owned parcel located at 1942 Agora Circle SE to construct a multi-family housing project. BHA Land Investment, LLC has submitted a purchase offer of \$45,000.

### **REQUESTING DEPARTMENT:**

Community & Economic Development

### **FISCAL IMPACT:**

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

### **RECOMMENDATION:**

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

### **ATTACHMENTS:**

#### **Description**

**Vacant Land Contract - Purchase Offer**

# Vacant Land Contract

1. **Sale and Purchase ("Contract"):** \_\_\_\_\_ City of Palm Bay ("Seller")  
 and \_\_\_\_\_ BHA Land Investments, LLC ("Buyer")  
 (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")  
 described as:

Address: 1956 Agora Circle, Palm Bay, FL 32909

Legal Description: PORT MALABAR UNIT 40 LOT 14 BLK 1981

SEC \_\_\_/TWP \_\_\_/RNG \_\_\_ of \_\_\_\_\_ County, Florida. Real Property ID No.: 29-37-03-26-1981-1  
 including all improvements existing on the Property and the following additional property: \_\_\_\_\_

2. **Purchase Price:** (U.S. currency) ..... \$ 45,000.00

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

Escrow Agent's Name: TBD City of Palm Bay

Escrow Agent's Contact Person: \_\_\_\_\_

Escrow Agent's Address: \_\_\_\_\_

Escrow Agent's Phone: \_\_\_\_\_

Escrow Agent's Email: \_\_\_\_\_

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

☐ accompanies offer

☒ will be delivered to Escrow Agent within \_\_\_\_\_ days (3 days if left blank)

after Effective Date ..... \$ 4,500.00

(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 ..... \$ 40,500.00

(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 \_\_\_\_\_ TBD, 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 TBD by City of Palm Bay ("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 BA ( ) and Seller ( ) ( ) acknowledge receipt of a copy of this page, which is 1 of 8 pages.

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

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

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

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

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

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

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

Buyer (BA) ( ) and Seller ( ) ( ) acknowledge receipt of a copy of this page, which is 3 of 8 pages.



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

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

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

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

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

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

**(a) Seller Costs:**

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

**(b) Buyer Costs:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BK 3119425  
\_\_\_\_\_  
**Seller's Sales Associate/License No.**

BK3008643  
\_\_\_\_\_  
**Buyer's Sales Associate/License No.**

Buyer (BA) and Seller ( ) ( ) acknowledge receipt of a copy of this page, which is 6 of 8 pages.

329\* Jensen@GregEllington.com  
330 **Seller's Sales Associate Email Address**

331  
332\* 321-544-4751

333 **Seller's Sales Associate Phone Number**  
334

335\* Ellington Properties  
336 **Listing Brokerage**

337  
338\* 5815 S. US 7, Rockledge  
339 **Listing Brokerage Address**

JensenBeachRealty@hotmail.com  
**Buyer's Sales Associate Email Address**

772-398-1212  
**Buyer's Sales Associate Phone Number**

Jensen Beach Realty, Inc....34952  
**Buyer's Brokerage**

2400 SE Veterans Memorial Pkwy. Port St Lucie FL  
**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:** Bruce H. Adler Date: July 13, 2021

368\* Print name: Bruce H Adler, Mgr. BHA Land Investments, LLC

369\* **Buyer:** \_\_\_\_\_ Date: \_\_\_\_\_

370\* Print name: \_\_\_\_\_

371 **Buyer's address for purpose of notice:**

372\* Address: \_\_\_\_\_

373\* Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

374\* **Seller:** \_\_\_\_\_ Date: \_\_\_\_\_

375\* Print name: City of Palm Bay

376\* **Seller:** \_\_\_\_\_ Date: \_\_\_\_\_

377\* Print name: \_\_\_\_\_

Buyer BA (\_\_\_\_) and Seller (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is 7 of 8 pages.

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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Buyer BA (\_\_\_\_) and Seller (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is 8 of 8 pages.

VAC-14 Rev 3/21

Serial#: 088449-200162-3952894

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 **Form  
Simplicity**

#### Addendum 'A' to Contract

The Addendum is made to the Contract between the City of Palm Bay, a Florida municipal corporation, as Seller, and BHA Land Investments, LLC, C/O Bruce H Adler, Mgr. as Buyer, for the sale and purchase of the Property at 1956 Agora Circle SE, Palm Bay, FL 32902, 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:

Bruce H Adler      June 17, 2021  
Date

\_\_\_\_\_  
Date

Seller

City of Palm Bay, a Florida municipal corporation

By: \_\_\_\_\_ Date \_\_\_\_\_  
As: \_\_\_\_\_

## Seller's Property Disclosure Update



Seller makes the following disclosure regarding the property described as: \_\_\_\_\_

City of Palm Bay owned Property

**Notice to Licensee 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] / Suzanne Sherman, City Manager Date: 1-29-2021  
(signature) (print)

Seller: \_\_\_\_\_ / \_\_\_\_\_ Date: \_\_\_\_\_  
(signature) (print)

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

Buyer: Bruce H Adler / Bruce H Adler Date: June 17, 2021  
(signature) (print)

Buyer: \_\_\_\_\_ / \_\_\_\_\_ Date: \_\_\_\_\_  
(signature) (print)



## LEGISLATIVE MEMORANDUM

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

**FROM:** Suzanne Sherman, City Manager

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

**DATE:** 9/16/2021

**RE:** Consideration of a purchase offer for City-owned surplus real estate (Tax ID 2839297, in the vicinity of 320 Chaska Street NE) to buyers Randy and Tammy Holliday (\$26,000).

In 2012, the City acquired a 1.01-acre unimproved lot, Tax Account: 2839297 and Parcel ID: 28-37-31-FR-\*-B (generally located at 320 Chaska Street NE), zoned RS-2. 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 \$75,000. The property is landlocked, making it difficult to develop unless the interested parties own adjacent properties. The Buyers, Randy & Tammy Holliday own the adjacent vacant lot at 300 Chaska Street, NE and the homesteaded property at 510 Dunn Avenue NE. The Holliday's have submitted a purchase offer of \$26,000.

### REQUESTING DEPARTMENT:

Community & Economic Development

### FISCAL IMPACT:

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

### RECOMMENDATION:

Motion to authorize the City Manager to execute the purchase contract for City-owned surplus real estate, Tax ID 2839297 (generally located at 320 Chaska Street NE) with buyers Randy & Tammy Holliday and bring forth a Resolution at a future Council meeting.

### ATTACHMENTS:

#### Description

Vacant Land Contract - Purchase Offer



# Vacant Land Contract

- 1\* **1. Sale and Purchase ("Contract"):** Randy and Tammy Holliday  
 2\* ("Seller") and City of Palm Bay  
 3 ("Buyer") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")  
 4 described as:  
 5\* Address: 320 Chaska St, Palm Bay, FL 32907  
 6\* Legal Description: TBD  
 7 \_\_\_\_\_  
 8 \_\_\_\_\_  
 9 \_\_\_\_\_  
 10 \_\_\_\_\_  
 11\* SEC     /TWP /     /RNG     of     County, Florida. Real Property ID No.:      
 12\* including all improvements existing on the Property and the following additional property:      
 13 \_\_\_\_\_
- 14\* **2. Purchase Price:** (U.S. currency) ..... \$ 26,000  
 15 All deposits will be made payable to "Escrow Agent" named below and held in escrow by:  
 16\* Escrow Agent's Name: E Title Services, LLC  
 17\* Escrow Agent's Contact Person:      
 18\* Escrow Agent's Address: 5815 S US 1, Rockledge, FL 32955  
 19\* Escrow Agent's Phone: 321-450-4770  
 20\* Escrow Agent's Email: Lu@Etitlebrevard.com
- 21 **(a) Initial deposit (\$0 if left blank) (Check if applicable)**  
 22\* ☐ accompanies offer  
 23\* ☒ will be delivered to Escrow Agent within 3 days (3 days if left blank)  
 24\* after Effective Date ..... \$ 3,000
- 25 **(b) Additional deposit will be delivered to Escrow Agent (Check if applicable)**  
 26\* ☐ within     days (10 days if left blank) after Effective Date  
 27\* ☐ within     days (3 days if left blank) after expiration of Due Diligence Period ..... \$
- 28\* **(c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage) ..... \$**  
 29\* **(d) Other: ..... \$**
- 30 **(e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)**  
 31\* to be paid at closing by wire transfer or other Collected funds ..... \$ 23,000
- 32\* **(f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The**  
 33\* **unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify):**  
 34\* **prorating areas of less than a full unit. The purchase price will be \$     per unit based on a**  
 35\* **calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in**  
 36\* **accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the**  
 37\* **calculation:**
- 38 **3. Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy  
 39\* delivered to all parties on or before September 22, 2021, this offer will be withdrawn and Buyer's deposit, if  
 40 any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is  
 41 delivered. **The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer**  
 42 **has signed or initialed and delivered this offer or the final counter-offer.**
- 43\* **4. Closing Date:** This transaction will close on October 13, 2021 ("Closing Date"), unless specifically  
 44 extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including,  
 45 but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs on a Saturday,  
 46 Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business  
 47 day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property  
 48 insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If  
 49 this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and  
 50 other items.
- 51 **5. Extension of Closing Date:** If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not  
 52 available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

(“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 \_\_\_\_\_ 7 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

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 \_\_\_\_\_ 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 5 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.

(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**

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

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.

Greg Ellingson  
Seller's Sales Associate/License No.

Matthew Boucher- Waterman Real Estate  
Buyer's Sales Associate/License No.



329\* greg@gregellingson.com mattboucherrealestate@gmail.com  
 330 **Seller's Sales Associate Email Address** **Buyer's Sales Associate Email Address**  
 331  
 332\* 321-961-4444  
 333 **Seller's Sales Associate Phone Number** **Buyer's Sales Associate Phone Number**  
 334  
 335\* Waterman Real Estate  
 336 **Listing Brokerage** **Buyer's Brokerage**  
 337  
 338 2390 Minton Road, West Melbourne, Fl.  
 339\* **Listing Brokerage Address** **Buyer's Brokerage Address**

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

345\* **23. Additional Terms:** Buyer understands the vacant land is landlocked and not accessible. Buyer understands  
 346 there are at least one or more protected species on the property.  
 347 \_\_\_\_\_  
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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:** Randy Holliday Date: Aug 21, 2021

368\* Print name: City of Palm Bay

369\* **Buyer:** Tammy Holliday Date: Aug 21, 2021

370\* Print name: \_\_\_\_\_

371 **Buyer's address for purpose of notice:**

372\* Address: \_\_\_\_\_

373\* Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

374\* **Seller:** \_\_\_\_\_ Date: \_\_\_\_\_

375\* Print name: Randy and Tammy Holliday

376\*\* **Seller:** \_\_\_\_\_ Date: \_\_\_\_\_

377\* Print name: \_\_\_\_\_

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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Buyer (RH) (TH) and Seller (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is 8 of 8 pages.  
VAC-14 Rev 3/21

#### Addendum 'A' to Contract

The Addendum is made to the Contract between the City of Palm Bay, a Florida municipal corporation, as Seller, and Randy and Tammy Holliday as Buyer, for the sale and purchase of the Property at 320 Chaska St, 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:

Randy Holliday Tammy Holliday  
Date Aug 20, 2021

\_\_\_\_\_  
Date

Seller

City of Palm Bay, a Florida municipal corporation

By: \_\_\_\_\_ Date \_\_\_\_\_  
As: \_\_\_\_\_



## 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:** 9/16/2021

**RE:** Consideration of amending the Planning and Zoning Board By-laws by including provisions for attendance by boardmembers.

Based on City Council's recent adoption of Ordinance 2021-49 for all City boards, the Planning and Zoning Board By-Laws, Article VI Meetings, Section 11, Attendance, are being amended to establish procedures for board tardiness and early departures during board meetings.

**REQUESTING DEPARTMENT:**

Growth Management

**RECOMMENDATION:**

Request for approval of changes to Planning and Zoning Board By-Laws.

**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 to City Council for approval of an amendment to the Planning and Zoning Board By-Laws, Article VI Meetings, Section 11, Attendance.

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

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

**ATTACHMENTS:**

**Description**

P&Z By-Laws - Article VI, Section 11

## **ARTICLE VI MEETINGS**

**Section 11.** Attendance – Any member who fails to attend two of three successive meetings without cause and without prior approval of the Chairman shall automatically forfeit his appointment. The Chairman shall notify the City Council of any vacancy, at which time said vacancy shall be promptly filled. (Ordinance 81-28, Section 4c).

>> Members must attend at least fifty percent (50%) of each meeting in order to be counted present.<<



## LEGISLATIVE MEMORANDUM

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

**FROM:** Suzanne Sherman, City Manager

**THRU:** Britta Kellner, Special Project Manager

**DATE:** 9/16/2021

**RE:** Consideration of adopting the Sustainability Action Plan.

At the August 19, 2021 City Council Meeting, Lesley Byrd, the Sustainability Advisory Board Chairperson, offered an overview of the Board's efforts to develop the City's Sustainability Action Plan and provided Council with a proposed draft for discussion and consideration. Council provided positive feedback and conveyed appreciation for both the Board's work and the plan draft as presented.

At its regular meeting of August 25, 2021, by unanimous vote, the Sustainability Advisory Board decided to present the plan to Council for adoption recognizing that as an iterative document, there may be additions or changes over time, including artwork currently being solicited through a contest for local youth.

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

**FISCAL IMPACT:**  
There is currently no fiscal impact.

**RECOMMENDATION:**  
Motion to adopt the Sustainability Action Plan of the City of Palm Bay.

**ATTACHMENTS:**  
**Description**  
Sustainability Action Plan

# City of Palm Bay Sustainability Action Plan

# 2021



The City of  
**Palm Bay**  
Florida

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# Introduction

## About the City

The City of Palm Bay was incorporated in 1960 and celebrated its 60<sup>th</sup> anniversary in 2020. The City is a Council-City Manager form of government, with a Mayor, Deputy Mayor, and three Council members elected at large on a non-partisan basis. The City Manager serves as the chief administrative officer for all activities related to the operations of the City. Palm Bay is the largest municipality in Brevard County and the second largest in central Florida; behind Orlando, covering 88 square miles and including a population of 122,391 as of March 2020. The City is approximately 44 % developed with 2,301 business establishments and an estimated 51,997 households. The City continues to experience positive economic growth with a surge of development interest in multi-family and commercial mixed-use development. The City is surrounded by natural beauty and abundant opportunities for outdoor recreation. We are fortunate to have both the Indian River Lagoon and Turkey Creek Sanctuary to the east, the St. Johns River and Three Forks Marsh Conservation Area to the west, and many acres of natural land preserved in the southern part of the City through the Environmentally Endangered Lands program.

In recent years, the City has taken a variety of initiatives with a focus on sustainability. In 2009, the City was certified as a “Green Local Government” by the Florida Green Building Coalition. In 2010 the City’s first Community Gardening program at the Nemo Community Garden was established. Also, in 2010, the Palm Bay Utilities Department (PBUD) took the lead in working with other City departments to develop the first Sustainability Master Plan. PBUD had established itself as a leader in sustainability when in 2008 it became the first public or private utility in Florida to achieve ISO 14001 Environmental Management System certification for both water and wastewater treatment facilities. The focus in the 2010 Sustainability Master Plan was primarily an inward look at municipal operations and infrastructure, specifically the categories of Environment, Buildings and Facilities, Utilities, Transportation, Waste Management, and Procurement. The City also completed its first Greenhouse Gas Inventory survey. The three-story City Hall Annex building completed in 2011 was LEED-certified.

In 2018 the City entered an energy performance contracting agreement with Honeywell International Inc. The upgrades and retrofits were completed in mid-2019 and included lighting upgrades, water conservation and building envelope improvements, cool roof retrofit, optimizations/replacements of chilled water systems and air handling units and building automation systems and programmable thermostats. Also, in 2019, the City joined Florida Power & Light’s (FPL) Solar Together program to promote large-scale solar use and approved the conversion of FPL streetlights to LED.

## About the Board

The City of Palm Bay created its first Sustainability Advisory Board in 2018. The purpose and intent of the Board is to advise and assist the City Council, City Manager, and City staff in matters relating to pollution reduction, water quality initiatives, community education and involvement, and assessing local climate risk. The duties and responsibilities of the Board as approved by City Council include but are not limited to:

- Identify and make recommendations to the City Council concerning affordable strategies associated with conservation, renewable energy, and energy efficiency.
- Develop an environmental Sustainability Plan for city operations with a goal of achieving one hundred percent (100%) clean energy by 2035 in city operations.
- Develop an assessment plan to track activities and implementation of the city's environmental Sustainability Plan. Provide an annual report to the City Council on activities and implementation of the plan.
- Review ordinances and policies that have an environmental impact on the city and make recommendations to the City Council. Such topics may include, but are not limited to, standards for recycling, environmental standards, preservation and landscape design, and floodplain management.

Initiatives of the Board may include:

- Research, identify, and recommend to the public affordable strategies associated with conservation, renewable energy, and energy efficiency.
- Research and recommend to the public financial initiatives and resources that are available to offset costs associated with renewable energy initiatives.
- Recognize the efforts of others who contribute to the beautification, environmental protection, and enhancement of the city.

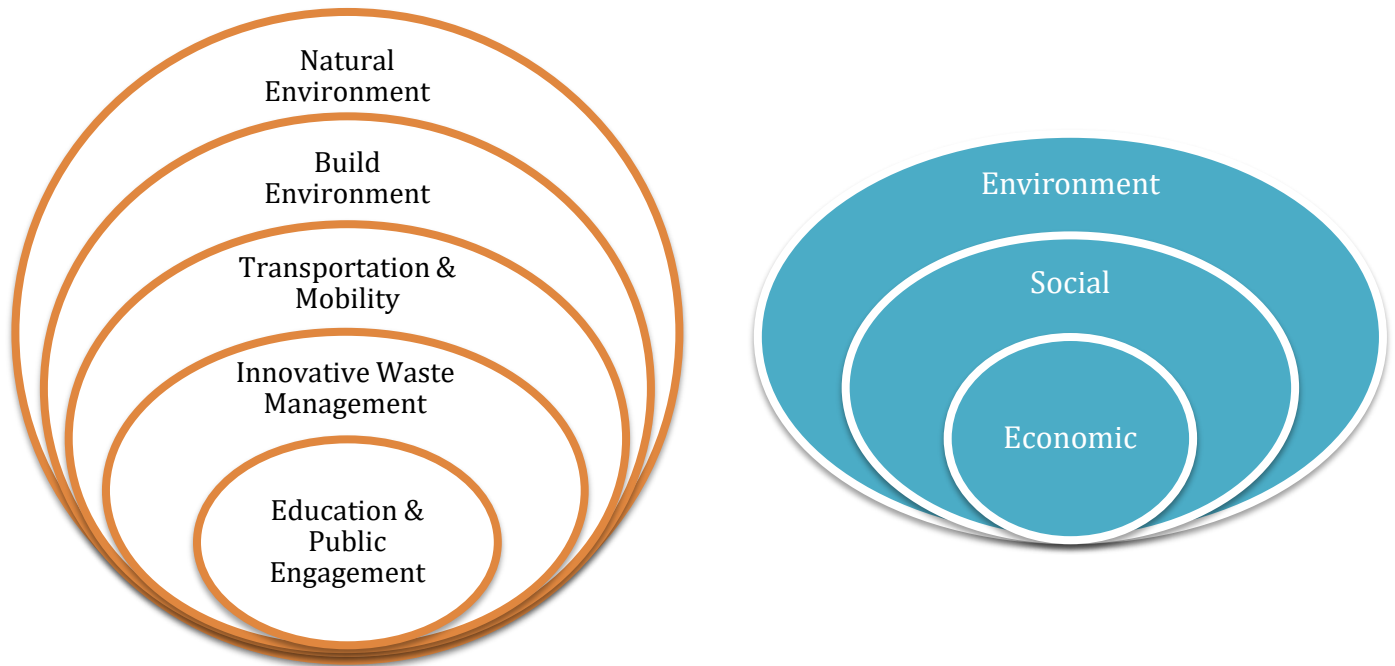
After the 7-member Board was created in 2018, the City experienced some difficulty reaching quorum. In September 2019, the Board had enough members to achieve quorum again, so work began anew. City staff, along with Sustainability Interns from Florida Tech, have all been working with the Board to develop the City's first Sustainability Action Plan; the five Elements found in this document were a result of the Board's discussion and therefore include:

- Natural Environment (Land and Water Systems)
- Built Environment (Energy and Buildings)
- Transportation and Mobility
- Innovative Waste Management
- Education and Public Engagement

Unlike the 2010 Sustainability Master Plan, this new Sustainability Action Plan presents a broad focus on the City and incorporates elements of focus on what we can do as individual residents, as a community, and as a municipal operation.

## About Sustainability

Defining sustainability as a means of meeting the needs of current generations, without compromising the ability of future generations to meet their own needs. The goal is to guide greener alternatives to three major areas: economic, social and environmental presences; otherwise known as the “triple bottom line.” While each to their own, the triple bottom line should be perceived as a balanced system, working together, one influenced by the other. Cities are their own systems with economic, social, and environmental capital assets. This Action Plan is structured in a similar manner to the triple bottom line in respect to the elements (shown below).



We can apply sustainable concepts to the prosperity and rapid development of Palm Bay. Preparing for both known and unknown challenges in our community’s resiliency efforts. In our collective stage of awareness, the terms sustainability and resiliency are booming across many industries. Thinking green and practicing efficient and equitable environmental actions are becoming the forefront of businesses. However, sustainability does not solely pertain to the natural world. Managing our resources, energy use and production of waste are a few of the ideologies that can be implemented to areas within, connected to and separate from the natural environment. It is important that we continue to foster this emerging concept into our community. By optimizing our current standard of resiliency, implementing the innovative resources available in our very own community, we can combat climate change and best prepare for the future of our city.

# Goals of Action Plan

In our Plan, each broad element is defined with specific goals, and within each goal are recommended objectives for the City, local businesses, and the community. These may be specific to municipal or business operations, individual citizen or community-wide actions, or all the above.

It is the intention of the City staff and the Sustainability Advisory Board that the Plan be reviewed at least annually to consider how to implement the Plan for the duration of that year.

## Primary Goals of the Plan

- Provide a foundation for and guidance regarding the sustainability and resiliency efforts of the City of Palm Bay operations.
- Establish goals and measure progress in each of the five Elements of the Sustainability Action Plan.
- Update the City's Greenhouse Gas (GHG) Emissions Inventory and establish a recurring schedule for keeping the inventory up to date. A GHG Inventory will enable the City to identify and measure where our emissions come from, and then develop effective reduction strategies and goals. Many of the goals included in this document have the potential to positively impact our emissions levels.
- Educate to promote awareness and action by City employees, those in the business community, individual residents, and the community.
- As the Plan is developed and updated, include measurable indicators to be used to evaluate and quantify our success and impact.

# **Natural Environment (Land and Water Systems)**

Environmental sustainability is defined as responsible interaction with the environment to avoid depletion or degradation of natural resources and allow for long-term environmental quality.

Land and water systems encompass all terrestrial and aquatic environments around and within a city that must interact and deal with human intervention and stressors. These systems are highly interconnected, with a change in one having the potential to greatly affect the others.

## **Goals:**

1. To protect natural resources by increasing the use of reclaimed water in city and residential properties, create wildlife corridors and reduce water consumption.
2. To expand, protect, and restore publicly owned natural land, to lead by example, and to incentivize the protection of natural areas on private lands.
3. To manage and protect groundwater and surface water bodies.

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

## **City Government objectives:**

- A. Install waterless composting toilets on natural landscapes as approved and used by the National Park Service.
- B. Retrofit existing retention/detention ponds with 10-15 ft native plants border to filter pollutants.
- C. Incorporate the planning of wildlife corridors in city development.
  - a. For example: treating canals as such wildlife corridors
- D. Expand capture of storm water through use of rain barrels by partnering with the Marine Resources Council (MRC) and Indian River Lagoon (IRL) organizations. Hold educational events to provide low-cost materials and free workshops for citizens to do the same.
- E. Promote the use of reusable water bottles by installing hydration stations.

## **Local Business objectives:**

- A. Promote the use of reusable water bottles by installing hydration stations.
- B. Identify opportunities based on cost and benefit in improving water quality, habitat and hydrology to convert retention ponds to wetlands or marshes.
- C. Provide vending machines with reusable water bottles.

## **Community objectives:**

- A. Encourage the use of low flow showerheads and automated sinks and toilets.
- B. Increase the percentage of gross potable water.
- C. Increase awareness of per capita water consumption in Palm Bay homes.

- D. Educate homeowners on how to capture stormwater in native plant rain gardens.

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

City Government objectives:

- A. Replace maintenance heavy turf grass with native plants on median strips, by canals, and around public facilities. Identify Florida Friendly landscaping through signage. Invite private sponsorship of median strip plantings through adoption programs.
- B. Expand natural areas in public parks by replacing turf grass and replanting with trees, understory shrubs and groundcovers to create habitat. Include pathways for recreational opportunities. Prioritize parks near schools to partner with and educate students on the benefits of the natural environment.
- C. Look for land that could qualify for protection under the Florida Forever program. Seek to partner with The Nature Conservancy and the Audubon Society to expand the size of protected tracts of land by purchasing adjacent parcels.
- D. Educate city employees on the care of native plants.
  - a. For example: when pruning palms on public lands, the Sabal or Cabbage Palm is not to be pruned, though dead fronds may be removed.
- E. Identify City-owned property suitable for planting large trees generally undesired on small residential properties.
  - a. For example: where there are retention ponds or low lying seasonally wet areas, consider planting native Pond Cypress or Bald Cypress.
- F. Improve awareness of invasive species through public events and campaigns.
  - a. For example: partner with Keep Brevard Beautiful (KBB) to remove invasive plants on public lands with recognition awards for success in the greatest number of participants and in the largest area cleared.

Local Business objectives:

- A. Explore potential areas for ecotourism. Identify locations that could generate revenue if restored and promoted.

Community objectives:

- A. Acknowledge Florida Friendly Landscaping by homeowners through awards for things such as biggest percent of native plant area, greatest number of trees per dwelling, and capture of stormwater.
- B. Increase tree planting on private land where applicable and safe to do so.
- C. Replacement of turf grass under the canopy of larger trees with understory trees, shrubs, and groundcovers, which stabilizes the largest trees during high wind and rain events.

Goal 3. Recharge aquifers by managing and protecting groundwater and surface bodies of water.



City Government objectives:

- A. Educate and incentivize homeowners to capture storm water in native plant rain gardens.
  - a. For example: Partner with local nonprofits to create a rain garden on suitable public land (low lying or near downspout) including signage.
  - b. For example: Reduce storm water bills if homeowners or HOA communities meet city established criteria in capturing stormwater in rain gardens as is fiscally feasible. Encourage rain catching systems.
- B. Eliminate use of fertilizer on public lands by using organic sources like fish or animal waste. Discourage use of fertilizers on private lands through continuing educational efforts.
- C. Identify and convert a public park suitable for xeriscaping.
- D. Install signage for public education and awareness.
- E. Work with residents to provide opportunities and incentives to switch from septic tanks to city sewer and from wells to city water.
- F. Educate residents on proper care and management of their septic and sewer system.

Local Business objectives:

- A. Set new standards for construction and development to manage stormwater on site using planned wetlands and marshes rather than retention ponds.
- B. Reduce mowing and filter pollutants; replace turf grass around retention ponds with native plant borders.

Community objectives:

- A. Convert from septic tank to city sewer where available.
- B. Be aware of hazardous chemicals that should not be flushed or released in septic, sewer or storm drains by testing the water quality and installing a stormwater treatment infrastructure to improve the water quality where necessary.
- C. Refrain from the use of fertilizers on private land.

## **Built Environment (Energy and Buildings)**

A sustainable building, or green building is an outcome of a design philosophy which focuses on increasing the efficiency of resource use — energy, water, and materials — while reducing building impacts on human health and the environment during the building's life cycle, through better sites, design, construction, operation, maintenance, and removal. Though green (“living”) building is interpreted in many ways, a common view is that they should be designed and operated to reduce the overall impact of the built environment on human health and the natural environment by (a) Efficiently using energy, water, and other resources, (b) Protecting occupant health and improving employee productivity, and (c) Reducing waste, pollution and environmental degradation.

Goals:

1. Reduce energy consumption and greenhouse gas emissions.
2. Invest in clean, renewable energy.
3. Align city planning with sustainability and resiliency goals.

Goal 1. Reduce energy consumption and greenhouse gas emissions

City Government Objectives:

- A. Lead by example by reducing local government greenhouse gas emissions and minimizing energy and water use in local government facilities and specified local infrastructure.
- B. Work with state, regional and local partners to support building sector-wide shifts toward energy efficient practices and fossil fuel-free building systems and programs.
- C. Advocate for federal and state policies to achieve carbon neutrality by 2035 with focus on buildings.
- D. Identify city owned buildings in need of improvement in energy and water consumption through benchmarking. Require quarterly/annual reports to optimize investments.
- E. Invest in energy efficiency and renewable energy generation in municipal buildings.
- F. Create a green building zoning requirement and set a net zero carbon standard for construction of new municipal buildings.
- G. Adopt a net zero carbon standard for affordable housing, ensure that sustainable homes are durable, have low life cycle cost and low energy cost burden.
- H. Develop a carbon emissions performance standard to decarbonize existing large buildings.
- I. Foster partnerships between schools and industry to expand green workforce by designing and building solar and decarbonization projects at schools.
- J. Revise the energy code for new, sustainable, and renovated buildings to reflect the emerging technologies on the market.
- K. Support community renewable energy generation in the residential sector by encouraging solar co-ops or other on-site production.
- L. Take advantage of the energy audits provided by local utility companies.

Local Business Objectives:

- A. Create a Green Team to implement low-cost behavior-based operational programs that minimize energy use in operations.
- B. Educates employees on habits that are easy to change such as energy-wasting habits.
  - a. For example: Leaving lights on, electronics plugged in, etc.

- b. For example: Adjust policies to eliminate purchase of single-use items and move to green cleaning practices.
- C. Investigate and implement best strategies to minimize urban heat islands, optimize carbon sequestration, and promote water retention (e.g., green roof, bioswales, urban tree canopy, vegetative parking).
- D. Take advantage of the energy audits provided by local utility companies to prioritize investments in energy efficiency strategies.
- E. Incentivize employees to volunteer for local community carbon reduction projects.
- F. Where all feasible improvements have been achieved, consider carbon offset through financial support of environmental restoration at local parks or conservation lands.

Community Objectives:

- A. Be aware of the carbon footprint within your household. Determine major impacts and work to reduce those impacts.

Goal 2. Invest in clean, renewable energy

City Government Objectives:

- A. Commit to becoming a Solsmart designated community by dedicating staff members to improve solar market conditions, making it faster, easier, and more affordable for the City of Palm Bay's residents and businesses to install solar energy systems.
- B. Create an online permitting checklist, increasing transparency for community members and solar installers.
- C. Review local zoning codes and identify restrictions that intentionally or unintentionally prohibit residential solar development.
- D. Frequently host community "solarize" campaigns, allowing residents to benefit from group discounts and affordable solar financing.
- E. Encourage low-to-moderate income participation in community solar initiatives via Solar and Energy Loan Fund (SELF).
- F. Support Property Assessed Clean Energy (PACE) financing for eligible properties.
- G. Educate community members and facilitate outreach to help them better understand the opportunities and benefits of integrating Photovoltaic (PV) and electric vehicles (EVs).
- H. Create a combined PV and EV Information Clearing house.
  - a. For example: This includes available financing and incentive opportunities, ways to calculate cost savings, list of local installers, consumer protection resources, planning considerations, zoning and permitting information.
- I. Encourage electric utilities to partner with local government, unlocking the potential of solar energy.

- J. Promote on-site energy generation (e.g., ground source heat pumps or other district clean energy source, or on-site solar generation).
- K. Advocate for stronger state and federal financial incentives for solar energy, ambitious renewable electricity standards, strong net metering and interconnection standards, and comprehensive solar rights policies.
- L. Advocate for stronger state and federal financial incentives for solar energy, ambitious renewable electricity standards, strong net metering and interconnection standards, and comprehensive solar rights policies.

#### Local Business Objectives:

- A. Enroll in FP&L's Commercial Demand Reduction (CDR) load management program reducing system peak demand during capacity shortfalls or system emergencies. CDR helps delay the need for expensive, new power plants.
- B. Understand your businesses environmental impact and create feasible financial goals for renewable energy usage.

#### Community Objectives:

- A. Request and participate in Solar Co-ops. Co-op members leverage bulk-purchasing power to get discounted pricing and quality installation, while still signing individual contracts that ensure the right system for their home.
- B. Take advantage of net metering programs. Utility customers who generate their own solar electricity to feed some of the energy they do not use back to the grid.
- C. Investigate replacing older hot water heaters with passive heat exchange systems (that cool the air in attic or garage while pre-heating the water) or solar photovoltaic water heater systems.

### Goal 3. Low Impact, Sustainable, and Resilient City Planning

#### City Government Objectives:

- A. Develop a "Low Impact" program for public and private development to increase efficiency in the use of water, energy & building materials, including guidelines for pollinator friendly landscaping.
- B. Write policy to incentivize best practices in the design, construction and operation of green buildings as exemplified by LEED or equivalent rating system.
- C. Develop a green building (energy efficiency, water conservation, construction materials, landscaping, etc.) program that help City staff guide new commercial and public construction.
- D. Generate a schedule for upgrading, repurposing, or retiring of government buildings prioritizing by operational needs and return on investment.
- E. Set new minimum standards for building codes that bring the City closer to LEED (or green guideline program) ideals. Re-examine codes periodically to incorporate proven new technologies.
- F. Encourage environmentally sustainable rehabilitation of previously developed sites with the goal of providing stable economic benefits to the community.

- Incentivize infill development that creates pedestrian-friendly communities and prioritizes brownfield and greyfield locations.
- G. Re-use and redevelopment of both public and private lands and buildings.
  - H. Create more public space through rehabilitation or re-purposing of public land. Promote family-friendly "pocket parks" with rain catchment systems in densely developed areas. Encourage integration of recreational areas in the design of new developments.
  - I. Design and create pedestrian scaled, mixed- use development that has safe spaces for walking, bicycling and use of alternative vehicles and access to public transit.
  - J. Work toward having a tax base supported by equal land use--residential and commercial. Consider walking distance to local goods and services in future development.
  - K. Demonstrate sustainability on all public projects to motivate the community to follow in the City's footsteps.
  - L. Create project management teams within City agencies to support and encourage developers and builders to work toward environmentally friendly outcomes. Project Management Teams should be very knowledgeable about City regulations and approval processes, plus know about sustainable design, building and development practices.
  - M. Reduce light pollution in municipal buildings through low-level shielded light fixtures that produce long wavelength LED lighting.
  - N. Survey how many residences use solar panels and water conservation techniques such as low flow faucets. This will give the City a baseline from which to grow green-building techniques post sustainability plan.
  - O. Improve opportunities for physical activities through sidewalk, signage, safe routes, lighting and bike paths.
  - P. Providing incentives for better natural resource management for new construction and redevelopment, thereby reducing wasted spaces, vacancies, and derelict buildings or spaces.
  - Q. Develop guidelines for developers and committees to follow when creating and reviewing plans to reinvent old big box, strip malls and other commercial developments with similar low density uses to better use the land and surrounding parking lots.
  - R. Rewrite requirements for new parking lots to be multi-purpose spaces, with an area reserved for high density (traditional) parking, an area for charging stations, and an "overflow" area with permeable pavers, rain catchment gardens, and tree-lined pedestrian walkways. This area could include shaded open space for potential mixed-use as a picnic (employee break) area, pop-up retail stalls, exhibit area or other as needed. Encourage solar canopies and plan for eventuality of autonomous vehicle--ease of entrance/exit and safe drop off location. Use Complete Street or similar strategies for parking lot design for storm-water management and pedestrian safety.

Local Business Objectives:

- A. Adapt existing parking lots to be multi-purpose spaces, with an area reserved for high density (traditional) parking, an area for charging stations, and an "overflow" area with permeable pavers, rain catchment gardens, and tree-lined pedestrian walkways. This area could include shaded open space for potential mixed-use as a picnic (employee break) area, pop-up retail stalls, exhibit area or other as needed. Encourage solar canopies and plan for eventuality of autonomous vehicle--ease of entrance/exit and safe drop off location.
- B. Use Complete Street or similar strategies for parking lot design for storm-water management and pedestrian safety.
  - a. For example: Create an innovative barrier between vehicles and pedestrians that catches stormwater to utilize in gardens, accessible to the public.
- C. Investigate partnerships with FPL for on-site energy generation and storage for uninterrupted service during outages.



# **Transportation and Mobility**

Sustainable transportation is the capacity to support the mobility needs of a society in a manner that is the least damaging to the environment and does not impair the mobility needs of future generations.

## **Goals:**

1. Invest in smart technology to understand and better manage traffic and to expand sustainable infrastructure.
2. Design and/or plan for multimodal transportation systems to efficiently meet the needs of citizens so all may travel safely for local and regional needs.
3. Reduce negative impacts of existing transportation infrastructure.

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

### **City Government objectives**

- A. Install smart LED streetlights with sensors to count traffic, measure air quality, noise level, visibility or other (flooding on roadways) to gather data to make region specific plans.
- B. Using traffic flow data, install adaptive signal control systems which are better able to respond to traffic conditions, and to sense and clear paths for emergency vehicles.
- C. Work to understand and mitigate causes of problematic incidents at high traffic intersections.
- D. Work with schools to ensure all students have access to safe and sustainable transportation outside of privately owned vehicles.
- E. Research student interaction with the nearby community to foster ease of access without need for a privately owned vehicle. Create safe pedestrian/cyclist routes linking campus and community.
- F. Replace aging City owned vehicles with electric alternative vehicles.
- G. Commit to being a leader in the state of Florida in the installation of electric vehicle charging stations at all city buildings, facilities, and parks, and using solar canopies to provide renewable energy for electric vehicle charging when applicable.

### **Local Business objectives**

- A. Start a dialogue with employees to send a clear message supportive of carpooling and use of public transportation. Learn how and how far employees are commuting.
- B. Consider employer sponsored apps to facilitate carpooling

- and connect employees.
- C. Survey/poll employees to know percent using public transportation.
- D. Empower employees to seek out ways to reduce traffic, such as increasing use of public transportation by sponsoring bus passes, providing flexible work hours, and increasing remote work opportunities.
- E. Where business-owned vehicles are in use, replace over time with electric vehicles.
- F. Examine potential of solar-powered systems for charging of electric vehicles on private or public networks. Anticipate greater interest in and use of electric vehicles.

#### Community objectives

- A. Download apps for the safest/best route dependent on mode of travel.
- B. Use an app to determine estimated travel time, location of congested areas, and alternate routes.
- C. Commit to avoiding idling vehicles (when it is safe to do so) while in line to pick up children at school or picking up pre-ordered goods/takeout/groceries.
- D. Investigate alternative fuel vehicles, such as electric vehicles, to see if feasible for your family's needs.

Goal 2. Design and/or plan for multimodal transportation systems to efficiently meet the needs of all citizens

#### City Government objectives

- A. Survey local business, community, and government leaders about their T&M related concerns, hopes, and vision for our City. Reach out to large employers in the region for their input.
- B. Investigate information and communications technologies to connect people with real-time information.
  - a. For example: alerts if the destination parking lot is at capacity, arrival time of next bus/other public transportation, rideshare and bike-share availability, EV charging locations and availability, rerouting for road closure, safest route for pedestrians, etc.
- C. Consider the potential of self-driving electric vehicles for on-demand transport of elderly, physically challenged persons, or to connect remote (off-route) areas to public transportation.
- D. Select and designate optimal location for Park-and-Rideshare parking lots for carpooling commuters.
- E. Identify City Right of Ways that could significantly shorten walking/bicycling distances if repurposed for public use. Make sidewalks more user friendly by planting trees for shade.
- F. For existing roadways, create designated lanes for bicyclists with a Jersey barrier or similar. For new roadways, plan and design a green

- space to separate vehicles from cyclists.
- G. Examine means of linking school campuses with community for cyclists and pedestrians. Ideally, this would be a shaded green corridor perhaps adjacent to existing roadways.
- H. Consider the potential of publicly owned bicycles available for use using smartphones or other devices to track use and location.
- I. Concentrate development in compact, human-scaled, walkable centers and neighborhoods that connect to public transit, offer diverse uses and services.
- J. Work with Brevard County to expand availability of public transportation services.

#### Local Business objectives

- A. Create a safe, secured, and covered area for employees who are using non-conventional vehicles (such as bicycles) or for employees who are carpooling (such as a “pick up and drop off” location)
- B. Consider installing a charging station for electric vehicles, perhaps powered by solar canopy.
- C. Anticipate the increasing use of autonomous vehicles. Understand the benefits and limitations of autonomous vehicles, for instance no driver distraction/fatigue vs optical systems with limited range and/or discernment. Consider needed accommodations, particularly in parking lots and loading docks, for instance clear sight lines and distinct lane markings.
- D. Where additional parking is absolutely necessary, build multi story parking garages with green roofs and walls that capture air pollutants and particulate matter, capture and use rainwater, produce oxygen, promote biodiversity, reduce noise and reverberation levels, and provide insulation. Design with accommodations for diverse modes of transportation, including pedestrian and wheelchair user safety.

#### Community objectives

- A. Be aware of pedestrians and bicyclists. Share the road; watch for people on scooters, skateboards, and in wheelchairs.
- B. Be considerate and alert in neighborhoods where children, pets, or wildlife might be on the road.
- C. Know your neighborhood and the nearby parks, businesses and services. Drive less and support our local economy.

### Goal 3. Reduce negative impacts of existing transportation infrastructure

#### City Government objectives

- A. To reduce noise and air pollution, design and plant narrow green space adjacent to railroads and major roadways. Include tall and small trees, shrubs, and groundcover plants to absorb CO<sub>2</sub>, capture and filter stormwater, and create buffer zones. Where City owned

land is not adequate or available, reach out to landowners to discern interest in funding a buffer zone on private land.

- B. Where median strips allow, replace turf grass with native grasses, wildflowers, shrubs and small trees. Divert and capture stormwater in the median strip greenspace.
- C. To reduce vehicle miles traveled, create awareness of locally available goods, services and recreational opportunities through public awareness campaigns.

#### Local Business objectives

- A. Explore more environmentally friendly parking areas.
- B. Reduce parking areas to create walking paths around building(s) for employee health and wellness. To optimize health benefits, line paths with native trees, shrubs and groundcovers for low maintenance green space.
- C. Collaborate with nearby businesses to link and create longer paths with the goal of linking business districts to residential areas.

#### Community objectives

- A. Embrace locally available goods, services and recreational opportunities to drive less

# **Innovative Waste Management**

Waste management refers to the practice of collecting, transporting, processing or disposing of, managing and monitoring various waste materials. It is important to observe sustainability in this aspect so that every bit of waste can be managed in an efficient manner, reducing the use of landfills.

Goals:

1. Decrease amount of waste generated by increasing use of reusable, compostable and electronic resources.
2. Increase recycling rates among city government, individuals and businesses.

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

City government objectives:

- A. Eliminate single use plastics in city facilities and city sponsored events.
  - a. For example: City events use only compostable materials for packaging, utensils and straws. Or the sole use of reusable materials in break rooms, offices, etc.
- B. Utilize e-resources in city government including non-print minutes for our board, electronic signups for parks and recreation, utilities, etc.
- C. All city properties should have water bottle refilling stations to reduce the use of plastic water bottles.
  - a. For example: an innovative method to reduce plastic bottle use is through incentivized reverse vending (IRV). It is a convenient way to deposit bottles and claim deposit refunds. This allows all plastic bottles at a site to be properly recycled to prevent bottles from going straight to landfills.
- D. Create city composting programs in designated areas for residential use and educational purposes.
  - a. For example: identify public schools with space for onsite composting of site-produced organic matter and use the Brevard Sustainability Working Group composting program.
- E. Create city composting sites usable by all residents and local businesses, to create compost fertilizer for city properties using yard waste and food waste.
  - a. Follow a composting structure similar to the water barrel program.
- F. Ensure equitable access to waste management and recycling programs for all residents and businesses.
- G. Implement a pay per use program for waste that financially incentivizes individuals to produce less trash. (Less trash produced = Less cost)
- H. Educate and incentivize residents on composting at their own homes.

- a. For example: pay as you throw rates should encourage people to compost their organics to avoid putting them in the trash. Or follow composting structure similar to water barrel program
- I. Explore and implement “pay as you throw” rates.
- J. Explore ways to incentivize or ordinances to require composting of food waste in schools, businesses, restaurants and grocery stores.
- K. Provide opportunity to residents, through special events, to dispose of items that cannot be disposed of through traditional trash pickup.

Local business objectives:

- A. Reduce/eliminate single use plastics.
  - a. This can include, but is not limited to, Styrofoam cups and packages, napkins, and plastic films.
- B. Encourage customers to partake in sustainable best practices such as reusable grocery bags or avoiding single use silverware.

Community objectives:

- A. Participate in at-home composting to reduce waste.
- B. Reduce single use plastic consumption. For example, shop for products with minimal packaging.

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

City government objectives:

- A. Increase recycling containers at all city facilities including offices and at all parks and recreation facilities.
- B. Include recycling containers at all city sponsored events.
- C. Improvements recycling specific materials that cannot be put into the single stream system.
  - a. This can include but is not limited to batteries, electronics, lightbulbs, tires, engine oil, ink, aluminum, etc.
- D. City government/staff annual “report card” on contamination of recycling streams.
- E. Implement Recycling One Stop.

Local Business Objectives:

- A. Actively participate in recycling assessment in order to establish efficient routes that continue to seek sustainable and equitable recycling practices.
- B. Work together as a community to create more access points to recycle products not able to go into the single stream.
- C. Understand the downstream impact of your product line.

Community Objectives:

- A. Participate in Recycling One Stops. Know where to recycle non-single stream products.



- B. Know what is categorized as recyclable through the single stream, information accessible on the city website.
- C. Participate in recycling initiatives provided by the city, local businesses, schools, etc.

# **Education and Public Engagement**

Successful implementation of this Plan depends on more than just municipal government support. This Plan can have the greatest impact when the entire community is committed to collective action. The residents and business entities within the City of Palm Bay will have a significant impact on the capacity for innovative sustainability actions in our City. Beyond residents and businesses, there are also a wide range of educational institutions that can also play a role in moving the Plan forward.

One of the biggest barriers to action is a lack of understanding on how our choices today affect the Plan Elements of Natural Environment, Built Environment, Transportation & Mobility, and Innovative Waste Management, both now and in the future. By focusing efforts on educational awareness, the City can provide community members the information they need to support change. The following objectives create opportunities to educate the community, encourage smart practices, and foster participation to promote more sustainable municipal, residential, and business practices.

## **Goals:**

1. Collaborate and partner with schools, community leaders, businesses, and other organizations with similar missions to create opportunities for education and engagement.
2. Provide engagement opportunities with sustainability initiatives as outlined in our previous elements.
3. Update Palm Bay branding to emphasize sustainability goals.
4. Emphasize areas of opportunity and of concern unique to Palm Bay.

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

- A. Increase social media presence across multiple platforms to accommodate for a larger audience (Instagram, Twitter, Facebook etc.) Implement social media campaigns focused on promoting sustainability using the city's existing social media platforms.
- B. Support and provide education to schools looking to create sustainable programs and classrooms.
  - a. For example: school gardens, rain barrels, composting, environmental clubs, etc.

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

- A. Increase awareness and stewardship of sustainable concepts through community outreach, educational outreach, involvement of schools and participation of city leadership.
  - a. For example: participation in civil affairs and improve access to community amenities and quality public education.
- B. Support and provide educational opportunities to schools looking to create sustainable programs and classroom experiences.
- C. Host an annual sustainability fair that promotes local co-ops, sustainable organizations, solar panel installers, farmers, etc.
- D. Host monthly events
  - a. For example: events focused on trash pickup, planting a tree, or partnering with organizations who are already hosting those events.

Goal 3. Update Palm Bay branding to emphasize sustainability goals.

- A. Promote sustainability in the city's online presence, to include webpages, social media accounts, logos, etc.
- B. Promote residents and businesses who are living sustainably.
- C. Engage in sustainability focused marketing to attract new residents.

Goal 4. Emphasize areas of opportunity and of concern unique to Palm Bay.

- A. Identify challenges in Palm Bay and surrounding areas; provide opportunities to residents to manage risk and engage in resolutions.
- B. Explore unique points of interest and/or beauty within Palm Bay and surrounding areas and develop initiatives to promote community enthusiasm for sustainability.
- C. Participate in recycling initiatives and special waste collection events provided by the city, local businesses, schools, etc.



## LEGISLATIVE MEMORANDUM

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

**FROM:** Suzanne Sherman, City Manager

**THRU:** Nelson Moya, Chief of Police and Charlena Cox, Human Resources Director

**DATE:** 9/16/2021

**RE:** Consideration of a new position and job description titled 'Records Supervisor' within the Police Department.

Within the City of Palm Bay's Proposed FY22 Budget is a re-classification of the current Records Section Supervisor (Pay Grade GP) within the Police Department to the new title of Records Supervisor (change to pay grade GR). The City of Palm Bay does not currently have a position titled Records Supervisor and thus the position title and job description are being presented to City Council for approval. Once approved by Council, the position can officially be added into the City's Position Control Plan prior to the requested effective date of October 1, 2021, for the re-classification.

**REQUESTING DEPARTMENT:**

Human Resources, Police Department

**FISCAL IMPACT:**

The fiscal impact for this re-classification is allocated within the FY22 Proposed Budget. There is no additional impact for approving this title and job description.

**RECOMMENDATION:**

Motion to approve the new position and job description titled Records Supervisor.



## LEGISLATIVE MEMORANDUM

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

**FROM:** Suzanne Sherman, City Manager

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

**DATE:** 9/16/2021

**RE:** Consideration of utilizing Police Impact Fees for the conversion of a marked patrol vehicle to a marked K9 unit (\$6,175).

It is the desire of the Palm Bay Police Department to utilize Police Impact fees to convert a Marked Patrol Vehicle to a Marked K9 unit. At the November 20, 2020, City Council meeting the Police Department received approval to use Police Impact Fees to purchase six marked patrol vehicles as it related to the increase in sworn personnel from the awarding of the Department of Justice Cops Hiring Program grant. These vehicles will be assigned to personnel based upon both the age/vehicle health of the current fleet of police vehicles along with seniority within the department. At this time, one of the vehicles to be assigned will need to go to a K9 Officer assigned to a Patrol Shift within the Uniform Services Division. Marked K9 Unit vehicles require different internal build outs to include an in-car cage as well as security equipment such as heat alarms for the safety of the canines.

Per the previous legislative memo for the usage of Impact Fees, one of the vehicles was funded from Police Impact Fees 32907 Nexus. The Police Department is now requesting to utilize additional funds from the Police Impact Fees 32907 Nexus in the amount of \$6,175 to build out a Marked K9 Unit vehicle.

### REQUESTING DEPARTMENT:

Police Department

### FISCAL IMPACT:

Funding for the equipment needed for the conversion of a Marked Patrol Vehicle to a Marked K9 Unit 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 (\$6,175) to Police Impact Fees Nexus 32907 – Light Vehicles # 183-5050-521-6403 (\$6,175). As of the July 2021 Police Impact Fee Summary along with Council approved usages since that report, there is \$205,283.50 available in the 32907 Nexus.

### RECOMMENDATION:

Motion to approve the appropriation of Police Impact Fees from the 32907 Nexus on the next budget amendment for the conversion of a Marked Patrol Vehicle to a Marked K9 Unit.

**ATTACHMENTS:**

**Description**

Est\_30857\_from\_AMERICAN\_ALUMINUM\_ACC\_Inc.\_37672





1-800-277-0869  
3882 S. Byron Butler Pkwy.  
Perry, FL. 32348

## Bid Proposal

Date	Estimate #
8/10/2021	30857

Name / Address
City of Palm Bay Police Department Attn: Accounts Payable 1050 Malabar Rd. Palm Bay, FL. 32907

Ship To
*** INSTALL - AAA *** City of Palm Bay Police Department Attn: Nicholas Zynko 321-952-3476

P.O. No.	Terms	Quote Expires	Rep	FOB	Vehicle	
Quote	Net 30	11/10/2021	BAS	origin	2021 charger	
Item	Description			Qty	Rate	Total
EZPF_CHARGER_11-Current	E/Z-Rider Platform System for Dodge Charger Is this vehicle police package? .125 aluminum body Double walled front with ¾” bars for added protection Mill finish aluminum for easy cleaning surface Punched Grate style rear window for clear rear view Punched Grate style window guards in rear for officer vision and easy cool guard attachment Hinged window guards for easy cleaning Poly carbonate wings to keep the K9 from reaching vehicle interior Matte black Powder coat finish All units come with a rubber mat Sliding center door for emergency exit Drop down rear window for easy cleaning on sedan and pickup trucks.  *Includes Window Guards and Door Panels* 58"W x 27" D x 34" H			1	2,360.00	2,360.00
PC_Matte	MATTE Black Powder Coating			1	0.00	0.00
LIGHT KIT LED (RED & WHITE)	LIGHT KIT-LED (RED & WHITE)			1	0.00	0.00
Any Questions Please Contact Britney Strickland at 850-223-5600				Total		



1-800-277-0869  
3882 S. Byron Butler Pkwy.  
Perry, FL. 32348

## Bid Proposal

Date	Estimate #
8/10/2021	30857

Name / Address
City of Palm Bay Police Department Attn: Accounts Payable 1050 Malabar Rd. Palm Bay, Fl. 32907

Ship To
*** INSTALL - AAA *** City of Palm Bay Police Department Attn: Nicholas Zynko 321-952-3476

P.O. No.	Terms	Quote Expires	Rep	FOB	Vehicle
Quote	Net 30	11/10/2021	BAS	origin	2021 charger
Item	Description		Qty	Rate	Total
Rubber Mat, Small	Deluxe, Non-Toxic, Custom Fit Rubber Liner  fits below models:  PF/IK F150, 250, 350 PF/IK Chevy Crew Cab PF/IK Dodge Crew Cab PF/IK Explorer PF/IK Expedition PF/IK Durango PF Charger PF Impala PF Taurus PF Caprice PF Tahoe PF FCV		1	0.00	0.00
New Hinged Universal Water Dish	*****New Hinged Universal Water Dish*****		1	110.00	110.00
PC_Matte	MATTE Black Powder Coating		1	0.00	0.00
Any Questions Please Contact Britney Strickland at 850-223-5600				Total	



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Ship To
*** INSTALL - AAA *** City of Palm Bay Police Department Attn: Nicholas Zynko 321-952-3476

P.O. No.	Terms	Quote Expires	Rep	FOB	Vehicle	
Quote	Net 30	11/10/2021	BAS	origin	2021 charger	
Item	Description			Qty	Rate	Total
Cool Guard PLUS with Rescue	<p>*** PLEASE ADVISE IF THE VEHICLE IS NOT A POLICE PACKAGE... IF THERE IS NOT A PARK NEUTRAL WIRE WE WILL HAVE TO PROVIDE A SWITCH FOR IT. THE OFFICER WILL HAVE TO MANUALLY TURN IT ON AND OFF ***</p> <p>E/Z-Cool Guard System PRO with Rescue</p> <p>What side of the vehicle is the fan being installed on?DRIVER OR PASSENGER?</p> <p>The standard kit M900-01 includes the following...</p> <p>1pc Cool Guard Pro w/Rescue 1pc Cool Guard Control Head (TS display) 1pc Power Distribution Module 1pc Paw Protect 2pcs Temp Probes w/ temp and humidity 1pc Pedestal kit 1kt All associated wire harnesses with CGP &amp; RSQ 1kt Antenna Kit 1pc 30A Fuse and In-line Fuse Holder 1 Fan and Fan guard Shock w/brackets Solenoid</p>			1	1,500.00	1,500.00
Any Questions Please Contact Britney Strickland at 850-223-5600				Total		



1-800-277-0869  
3882 S. Byron Butler Pkwy.  
Perry, FL. 32348

## Bid Proposal

Date	Estimate #
8/10/2021	30857

Name / Address
City of Palm Bay Police Department Attn: Accounts Payable 1050 Malabar Rd. Palm Bay, Fl. 32907

Ship To
*** INSTALL - AAA *** City of Palm Bay Police Department Attn: Nicholas Zynko 321-952-3476

P.O. No.	Terms	Quote Expires	Rep	FOB	Vehicle
Quote	Net 30	11/10/2021	BAS	origin	2021 charger
Item	Description		Qty	Rate	Total
Cool Guard Pager System	E/Z-Cool Guard Pager System. Works in conjunction with Cool Guard Monitoring System		1	365.00	365.00
	***INCLUDES A GLASS MOUNT ANTENNA***				
K9 System Install	K9 System Install Charge		1	720.00	720.00
Cool Guard Install	Cool Guard Install		1	470.00	470.00
R.E.S.C.U.E. Install	R.E.S.C.U.E. Install		1	470.00	470.00
Cool Guard Pager Install	Cool Guard Pager Install		1	180.00	180.00
Any Questions Please Contact Britney Strickland at 850-223-5600			<div>TotalUSD 6,175.00</div>		

Thank You For Your Inquiry



## LEGISLATIVE MEMORANDUM

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

**FROM:** Suzanne Sherman, City Manager

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

**DATE:** 9/16/2021

**RE:** Consideration of appropriating funds from the Undesignated Fund Balance to the Solid Waste Fund to cover the September 2021 invoice balance for Republic Services (\$230,000).

The Public Works Department is requesting the use of Undesignated Fund Balance to cover the final FY 2021 September invoice anticipated balance of \$230,000 for Republic Services, the City's Waste Management Service Provider.

The FY 2021 budgeted amount for the service is \$11,661,683. After the August invoice payment (estimated to be \$1,000,000), the available balance on the purchase order will be \$778,194 which is not sufficient funding to cover the estimated September invoice. To cover the expenditures, the Public Works Department is requesting a transfer of \$230,000 from the Undesignated Fund Balance to the Solid Waste Fund.

This adjustment is needed due to revenue for FY 2021 being budgeted with an assumption of 100% collection, which is not typically how this is budgeted.

### REQUESTING DEPARTMENT:

Public Works

### FISCAL IMPACT:

The additional funding request of \$230,000 will be transferred from Undesignated Fund Balance (account 471-0000-392-3006) to the Solid Waste Fund and appropriated to the Waste Management Service account (471-7037-534-3418) on the next scheduled Budget Amendment.

### RECOMMENDATION:

Motion to approve the transfer and appropriation of funds on the next scheduled budget amendment totaling \$230,000 to cover the September invoice balance for Republic Services.

### ATTACHMENTS:

#### Description

Additional Funding Republic-BA

## Budget Amendment Request Form

Requesting Department/Division Public Works /Finance  
City Council Approval Date 09/16/2021

Fund #/Name	Account #	Project #	Account Name	Revenue	Expense
001/General Fund	001-0000-392-1001		Undesignated Fund Balance	230,000	
471/Solid Waste	471-7037-534-3418		Waste Management Service		230,000
<b>TOTAL</b>				230,000	230,000

### Justification for Budget Amendment Request

The Public Works Department is requesting additional funding to pay the last fiscal year 2021 invoice for Republic.

### Supporting Documentation Attached

Yes ☐  
No ☐

Justification, if "No" →

### Signature/Approval Requirements

Authorized Department Designee

Budget Office Representative

### Budget Office Use Only:

Budget Amendment #  
Budget Amendment Date  
Prepared By

H.T.E. Entry Date  
Entered By  
Date Journalized





## 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:** 9/16/2021

**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), 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.

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](mailto:landdevelopmentweb@palmbayflorida.org)

### **Prepared by**

Laurence Bradley, AICP, Growth Management Director

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**CASE NUMBER**

T-8-2021

**PLANNING & ZONING BOARD HEARING DATE**

May 5, 2021

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**PROPERTY OWNER & APPLICANT**

City of Palm Bay, Growth Management  
Department

**PROPERTY LOCATION/ADDRESS**

Not Applicable

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**SUMMARY OF REQUEST**

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

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**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 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:

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Terese M. Jones, CITY CLERK

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

cc: ALP

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



## LEGISLATIVE MEMORANDUM

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

**FROM:** Joan Junkala-Brown, Acting City Manager

**THRU:** Patrick J. Murphy, Acting Growth Management Director

**DATE:** 9/16/2021

**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, final reading.

A public hearing is to be held on the above subject ordinance and the caption read for the second and final time at tonight's Council meeting.

Mr. 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



**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 \_\_\_\_\_

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

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



PALM VISTA EAST EXPANSION AREA

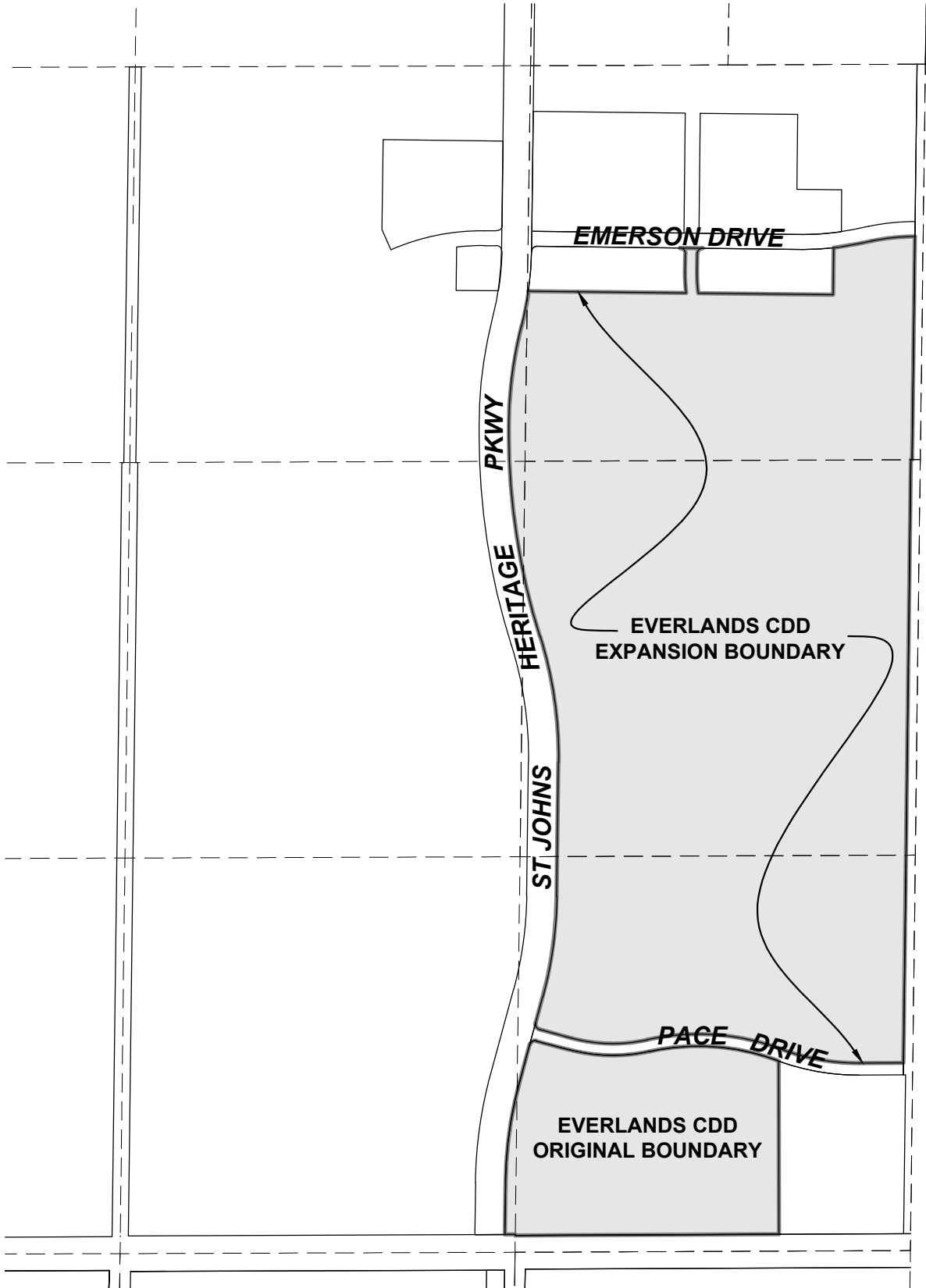
PART OF THOSE LANDS LYING NORTH OF PACE DRIVE, EAST OF ST. JOHNS HERITAGE PARKWAY, SOUTH OF EMERSON DRIVE AND WEST OF MELBOURNE-TILLMAN WATER CONTROL DISTRICT CANAL C-59, LYING AND BEING IN SECTIONS 20, 21, 28, AND 29, TOWNSHIP 28 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY 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

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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 PURSUANT 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. 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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

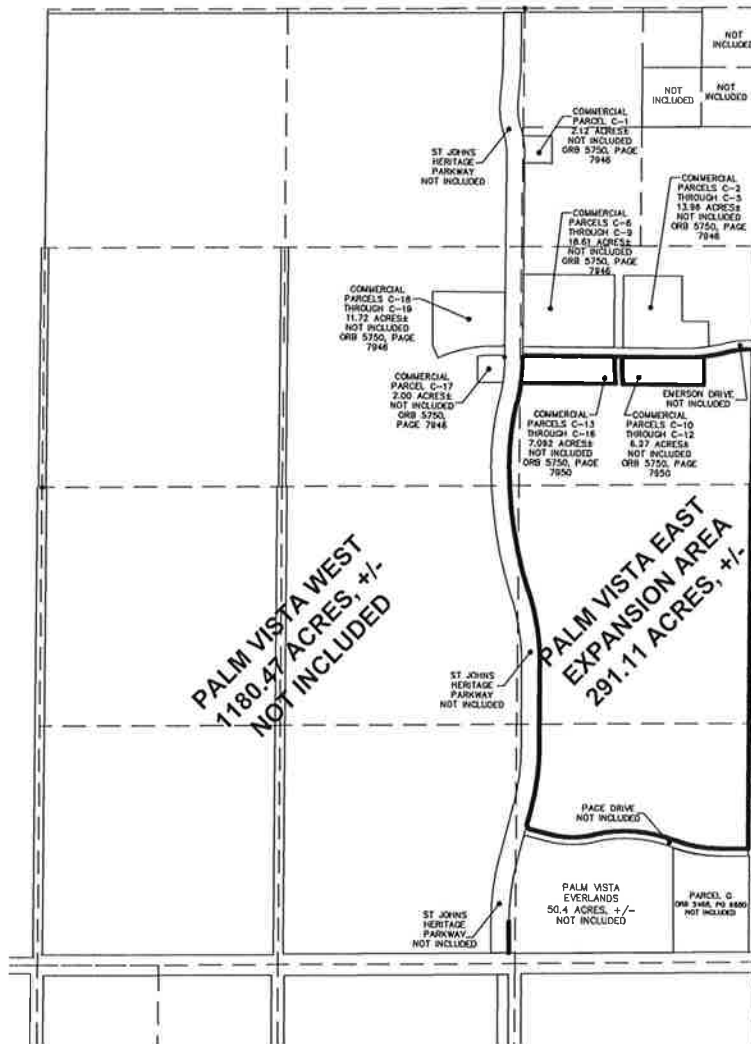


### B.S.E. CONSULTANTS, INC.

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



**B.S.E. CONSULTANTS, INC.**  
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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

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PHONE: (321) 725-3674 FAX: (321) 723-1159

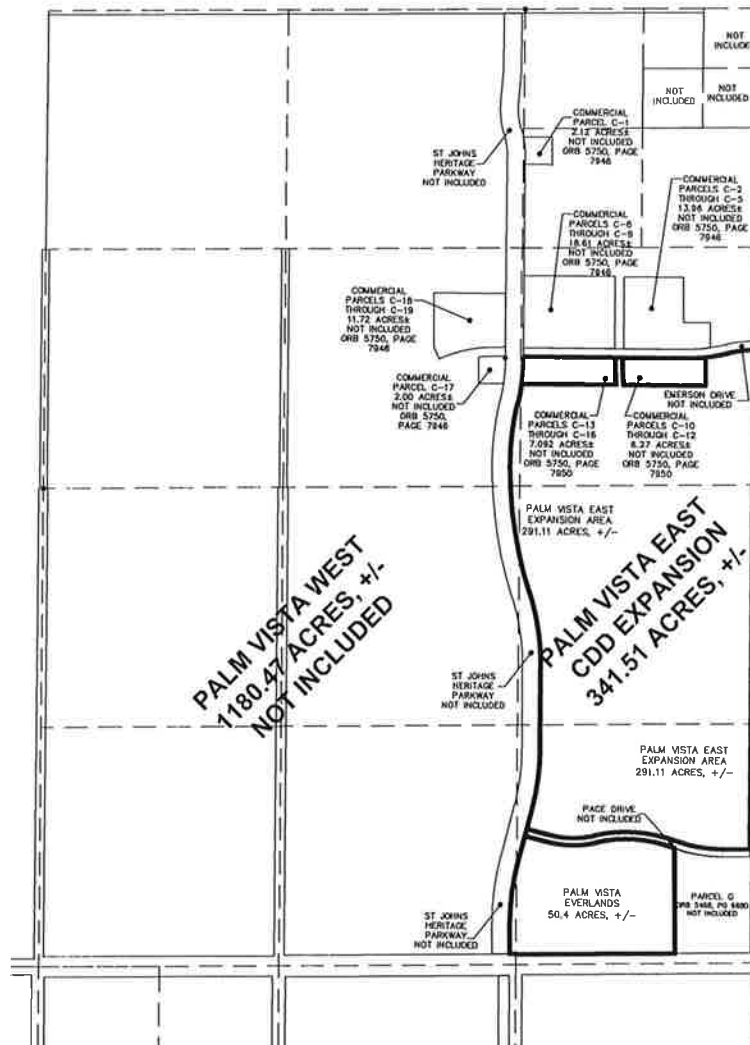
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SHEET 1 OF 2

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**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



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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 25<sup>th</sup> 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 25<sup>th</sup> 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 )

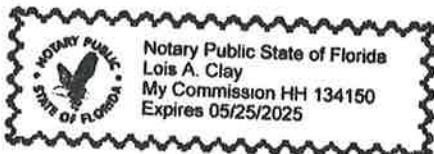
COUNTY OF PALM BEACH )

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

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.

**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 11<sup>th</sup> 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

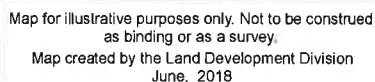
A PARCEL OF LAND IN SECTION 28 AND 29, TOWNSHIP 28 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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**



**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 DEWITT DRIVE  
PALM BAY, FL 32909  
TELEPHONE: (321) 952-3410

CITY UTILITIES

CITY OF PALM BAY PUBLIC WORKS DEPARTMENT  
HECTOR PRADO, PE  
1050 WILABAR 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 BOILER  
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

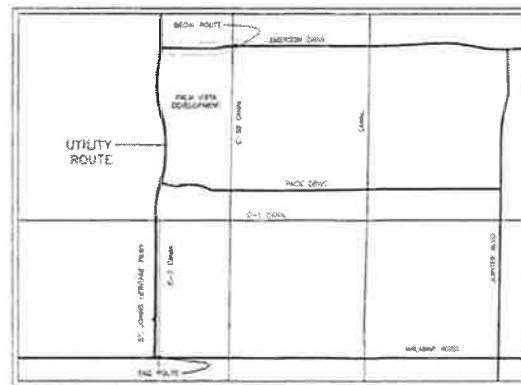
ELECTRIC

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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D-6	CITY OF PALM BAY PUBLIC WORKS RIGHT-OF-WAY DETAILS

PBU2096.01L	G-1
05-11-2018 100% DESIGN	



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## ABBREVIATIONS

[illegible]

### LEGEND

[illegible]

CITY OF PALM BAY UTILITIES DEPARTMENT  
PALM VISTA DEVELOPMENT  
WATERMAIN AND FORCEMAIN DESIGN

## LEGEND AND ABBREVIATIONS

 WADE TRIM

11. The Contractor is advised to thoroughly review this plan package as to be fully prepared to present the bid prices in the contract documents. The plan package sufficiently delineates the scope and extent of the proposed work to be accomplished. It will therefore be incumbent on the Contractor to adjust his fee dollars to reflect any and all items which may not be clearly outlined, or those items which may not be included but which are necessary for the successful completion of the project with out additional costs to the Owner.

35. Sewerage at concrete or asphalt driveway is shown only as noted on the plans.
36. All sewerage utilities (including pipes, valves and structures) located to the right of any road shall remain on the plans, as do the manholes and properly located all other structures of the City of Chicago. The manholes at the driveway shall be sewer-cement pipe. Curb to be located in driveway and outside there.
37. Driveway locations and widths are approximate and are to be verified by the contractor as directed by the City Engineer.
38. All data is North American Vertical Datum of 1988 (NAVD-88).
39. To convert elevation from NAVD-88 to RGS-22, add 1.57'.
40. Horizontal station or station or NAD 83.
41. Street and lots as required, beyond right of way lines on individual lots to maintain positive drainage flow within the basin.
42. Street and basin size (ft) feet from proposed ditch bottom lines and related sections are as directed or required.
43. It is the Contractor's responsibility to maintain R (squares) and S (tenths) percentage throughout the project.
44. The Contractor must submit a construction schedule (sequence of operations) prior to the pre-construction meeting.
45. The Contractor must remove driveway aprons and driveway curbs when noted on plans and avoid material must apply for utility modifications.
46. All pipe fittings must be ductile iron mechanical joint in accordance with specification section 150000 and approved by the City Engineer.
47. The Contractor must protect all sewer lines and not interfere with design and records of these which are to conflict to be section dimensions in the field.
48. The Contractor is required to perform no 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 care to ensure that all piping is installed at the minimum cover noted on plans or as mandated, without approval from City of Peoria Public Utility Engineer must be obtained before installing any piping.
50. Where water mains cross other pipelines, shall be depth of water main pipe shall be centered above or below the other pipeline so the water main joints will be as far as possible from the other pipeline. Additionally, at street crossings, the water shall be as close as it can be to the street centerline. All water lines shall be of ductile iron, except pipe segments or segments connecting restricted water utilities shall be of reinforced concrete pipe. All water lines shall be installed at the depth of the existing or proposed utility sanitary sewer, wastewater force main, or proposed sewerage treatment water not required under any City of Chapter 52-6.1, P.U.C.
51. All gables, sidewalks, floors, curbs, sidewalks, fences, walls, landscaping, etc., shall be maintained in place and in good condition throughout the project. Any existing conditions, all road crossings and street, unless otherwise noted.
52. The contractor is solely responsible for the installation of the piping without interrupting the existing flow in nearby existing except whenever flow shall be required to be diverted to the City of Peoria. The City of Peoria shall be notified of the piping or restoration shall be required to the satisfaction of the City of Peoria.
53. The Contractor shall not pour any hot materials when wetted soils or wetland areas, and shall install insulation forces between earth and acids bases, when seriously exposed to adverse type of area.
54. The Contractor is responsible for protecting driveways and all conditions, and report any discrepancies to the Engineer under to communications or construction of ongoing construction.
55. The Contractor must comply with all United States Safety Standards and Requirements.
56. The Contractor shall note at existing water mains at proposed 24-in locations to verify exact location, size, selection and material prior to ordering new materials.
57. All directional and distance callouts cover the required length of pipe under the existing. The Contractor shall be responsible for the additional feet required to meet bend radii and all piping.
58. The Contractor shall use trench box or shoring when excavating within 3 feet of edge

[illegible]

3. All new water and gravity water lines released shall be disinfected in accordance with ANSI C907. Such water lines shall comply with local/regional health department, occasional use and other local requirements. A valid certification must be obtained during the testing of all water samples.
4. Water mains and force main shall be installed, pressure and leak tested in accordance with ANSI C900. All water mains and water meter must be in accordance with ANSI C900 (2-509.250(2)(13)) and (2-509.250(7)(C)).
5. Pipe material specification, splicing, pipe, jointing and placing materials, manhole construction and manhole, fittings, appurtenances shall be in accordance with the City of Portland Engineering Department. All appurtenances corresponding to ANSI standards and NSF Requirements. Questions and/or clarifications, interpretations and references are provided in compliance with paragraph 2.02.02 (2-509.250(2)(14)) (N) and (2-509.250(2)(17)) (F.C.). The contractor shall explicitly mention the use of test in accordance with Rule 2-509.250(7)(C).
6. The Contractor shall be responsible for maintaining 100% minimum vertical and horizontal separation distances in accordance with Chapter 2-509.21(1)-(4). (F.C.).

1 The Contractor shall develop and provide a Stormwater Pollution Prevention Plan (SWPPP), per City of Austin, Boy Department of Public Works, criteria, prior to construction.

2 The Contractor shall provide and maintain an erosion control and sediment control system on the project and in areas adjacent the right-of-way where erosion may be accelerated in conjunction with the project, as well as prevent pollution of water, detrimental effects to public or private property adjacent to the project, and erosion and sediment control measures.

3 An erosion prevention control system shall be in accordance with the latest edition of the FDOT "Erosion and Traffic Design Standards" (current 102 thru 100).

4 The Contractor shall install water quality control devices as designated on the plans or as directed by the Engineer. Site construction shall not commence until the erosion and sediment control measures are in place and in compliance.

5 a) erosion and sediment control devices shall remain in place until the facilities are fully constructed, stabilized and/or vegetated.

6 The Contractor shall maintain adequate soil moisture to prevent wind generated dust. The Contractor shall have a dust control plan in place. The Contractor shall have dust control measures in place to prevent the wind from blowing dust into the air. The Contractor shall have dust control measures in place to prevent the wind from blowing dust into the air.

7 The Contractor shall maintain and repair devices to ensure proper functionality.

8 The Contractor shall be responsible for the controlling erosion and/or applicable sedimentary events.

9 The Contractor shall be responsible for obtaining a National Pollution Discharge

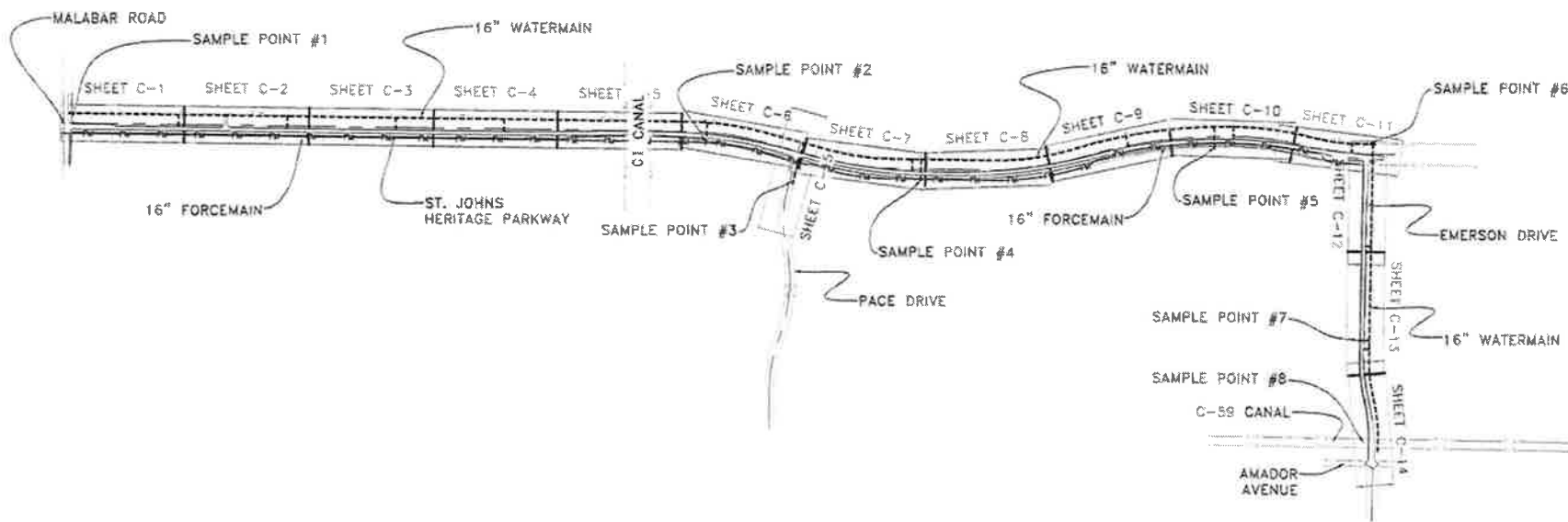
1. All work within the Mosier Road right-of-way and comply with all County Standards and Regulations.
2. Bundle County General Notes and Details are provided as Steel Deck

All work within Melbourne-Village Water Control District (MVCWCD) and  
right-of-way and comply with the approved permit and the MVCWCD Permitting  
Policy Manual (December 6, 2017 and any updates)

At issue within the St. Johns marriage Pledge, Emerson Drive and Hope Drive road rights-already shall comply with all City of St. Johns Department of Public Works Station and their efforts. 11/11/17



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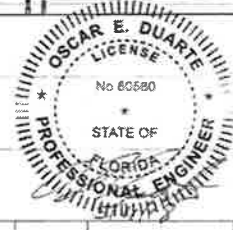
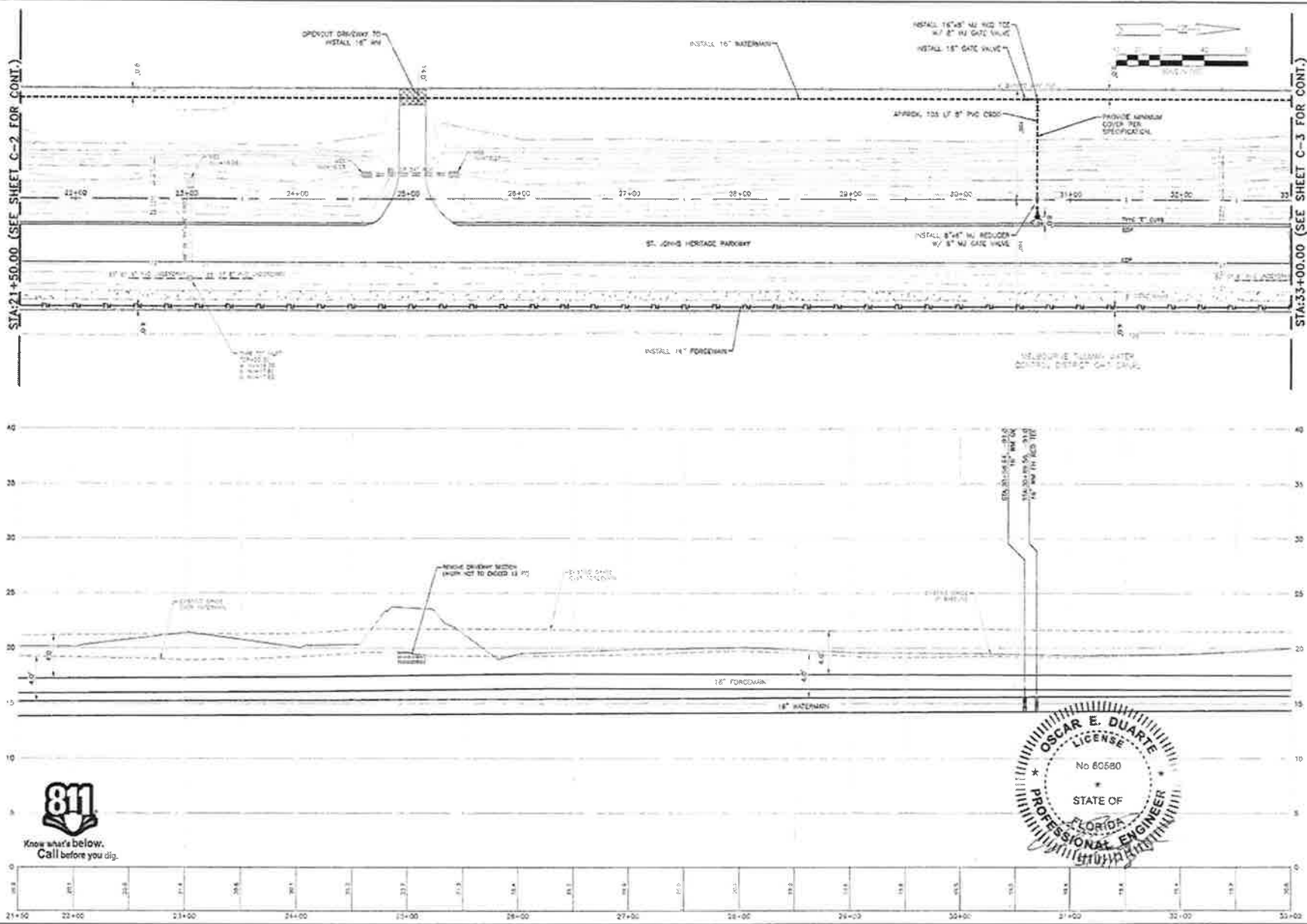


CITY OF PALM BAY UTILITIES DEPARTMENT PALM VISTA DEVELOPMENT WATERMAIN AND FORCEMAIN DESIGN	
KEY PLAN	
PBL 2018-011	
G-4	





DATE: 01/11/2011  
 TIME: 10:00 AM  
 PROJECT: PALM VISTA DEVELOPMENT  
 SHEET: C-2  
 DRAWN BY: J. TRIM  
 CHECKED BY: J. TRIM  
 APPROVED BY: J. TRIM



**WADE TRIM**

Professional Engineer

CITY OF PALM BEACH UTILITIES DEPARTMENT

PALM VISTA DEVELOPMENT

WATERMAIN AND FORCEMAIN DESIGN

HERITAGE PARKWAY PLAN AND PROFILE

STATION 21+00 TO 33+00

DATE: 01/11/2011

TIME: 10:00 AM

PROJECT: PALM VISTA DEVELOPMENT

SHEET: C-2

DRAWN BY: J. TRIM

CHECKED BY: J. TRIM

APPROVED BY: J. TRIM

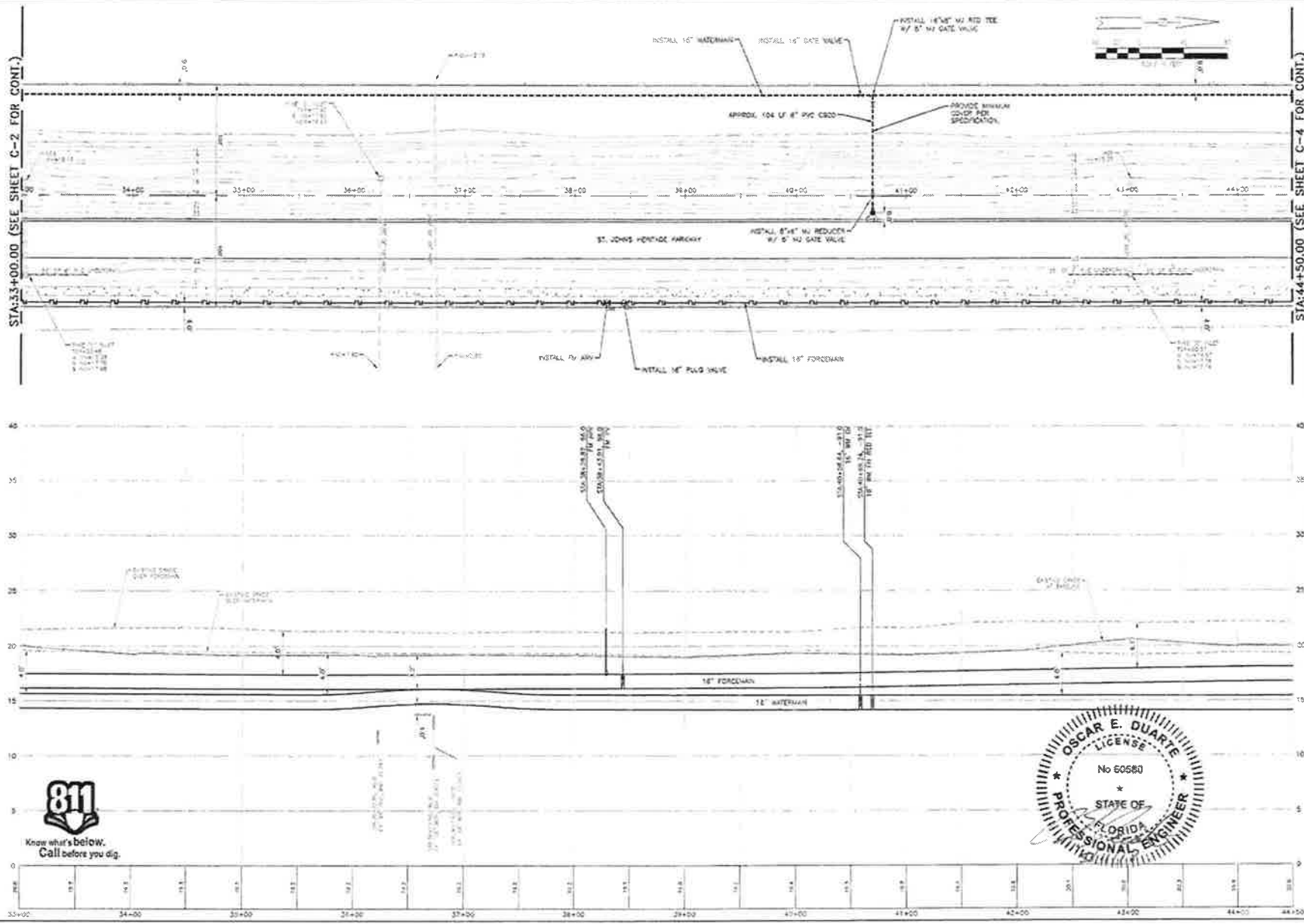
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SEE SHEET C-3 FOR CONT.

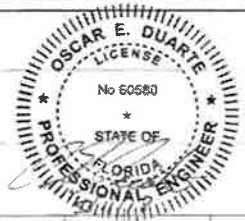


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STA: 44+50.00 (SEE SHEET C-4 FOR CONT.)



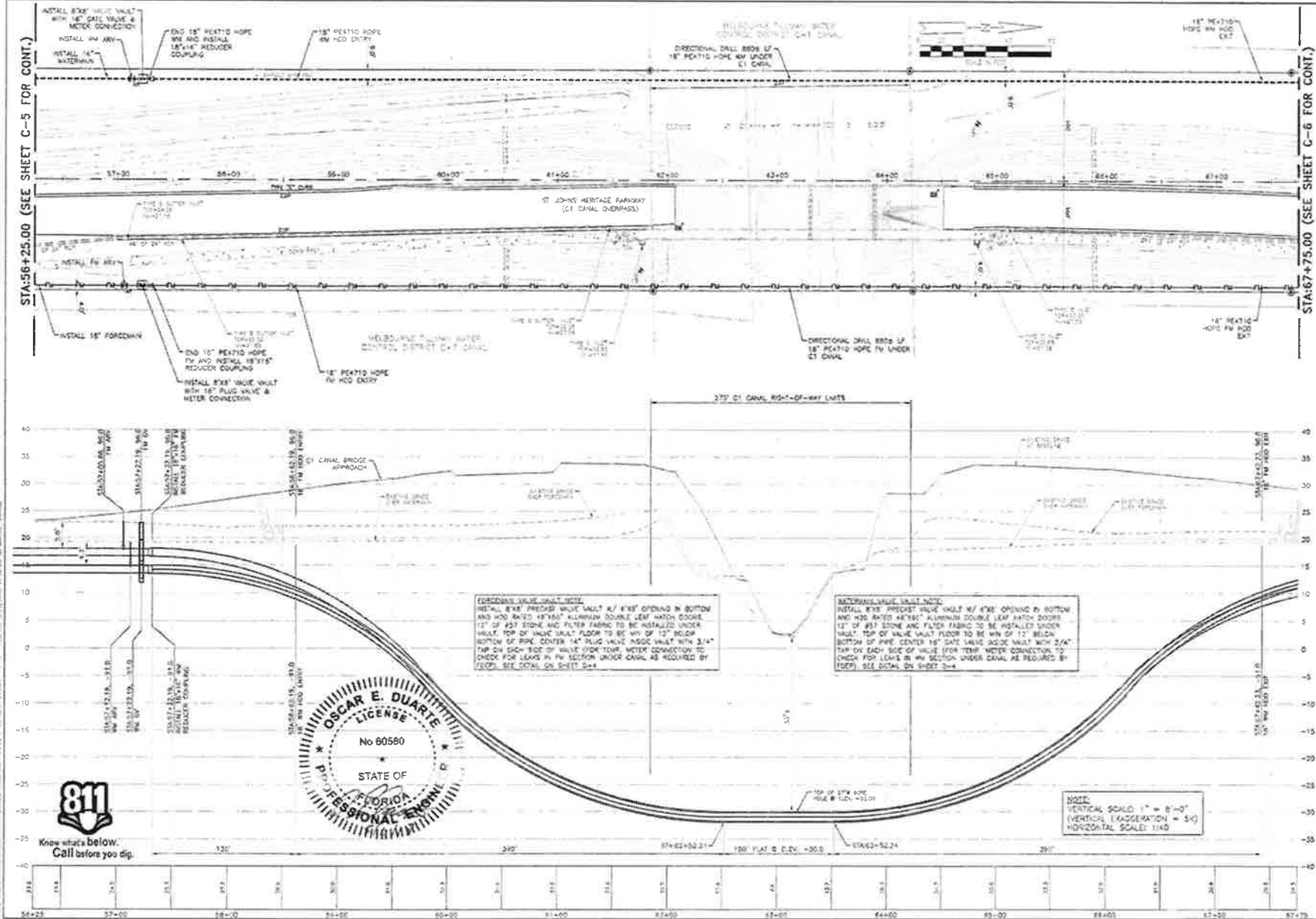
CITY OF PALM BAY UTILITIES DEPARTMENT  
PALM VISTA DEVELOPMENT  
WATERMAIN AND FORCEMAIN DESIGN  
HERITAGE PARKWAY PLAN AND PROFILE  
STA: 33+00.00 TO STA: 44+50.00

PHU2095.011



STA-56+25.00 (SEE SHEET C-5 FOR CONT.)

STA-67+75.00 (SEE SHEET C-6 FOR CONT.)



CITY OF PALM BEACH UTILITIES DEPARTMENT  
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WATERMAIN AND FORCEMAIN DESIGN  
STATION 56+25.00 TO STA. 67+75.00

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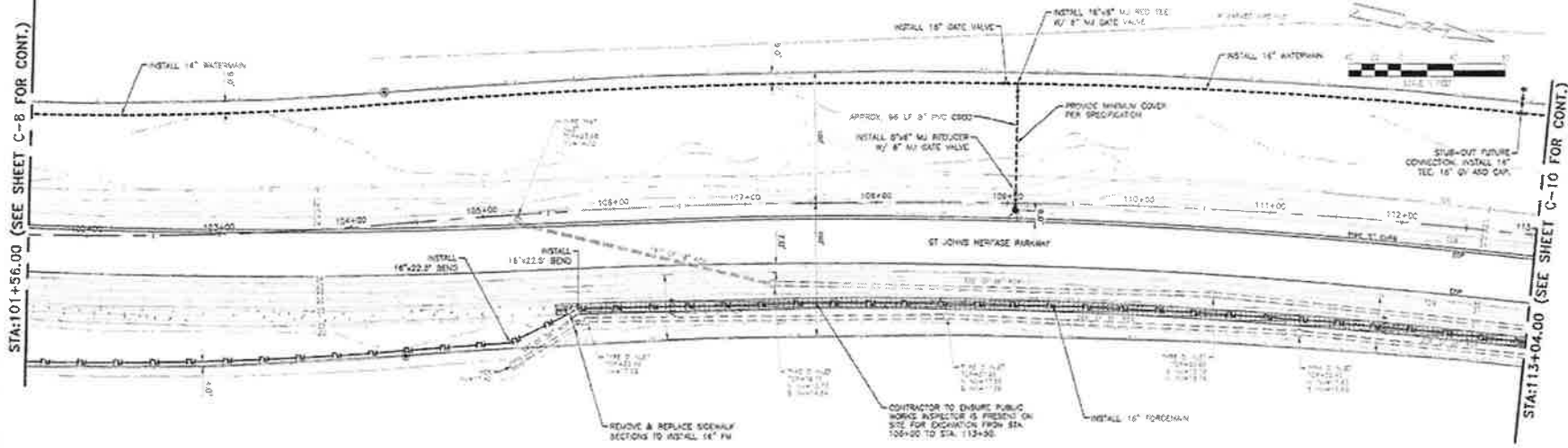
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C-5



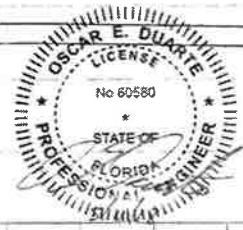
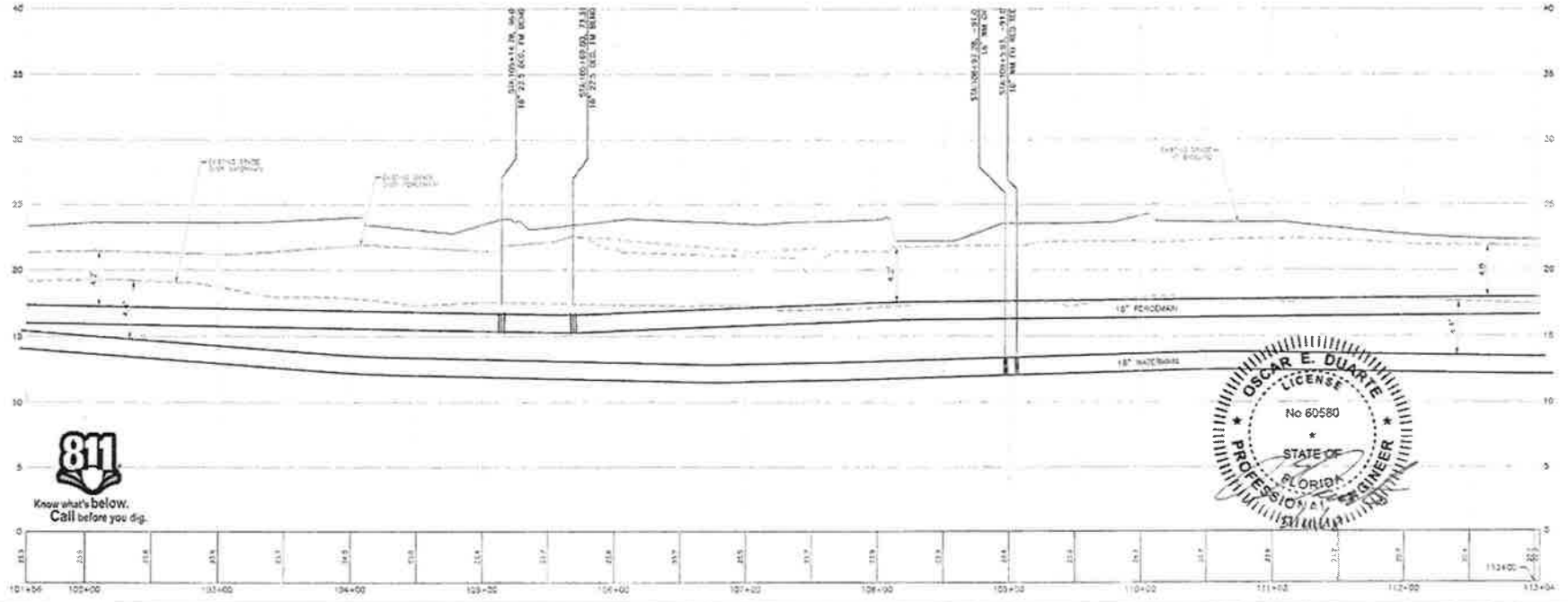




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STA:113+04.00 (SEE SHEET C-10 FOR CONT.)



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WATERMAIN AND FORCEMAIN DESIGN  
HERITAGE PARKWAY PLAN AND PROFILE  
STATION 101+56.00 TO 113+04.00

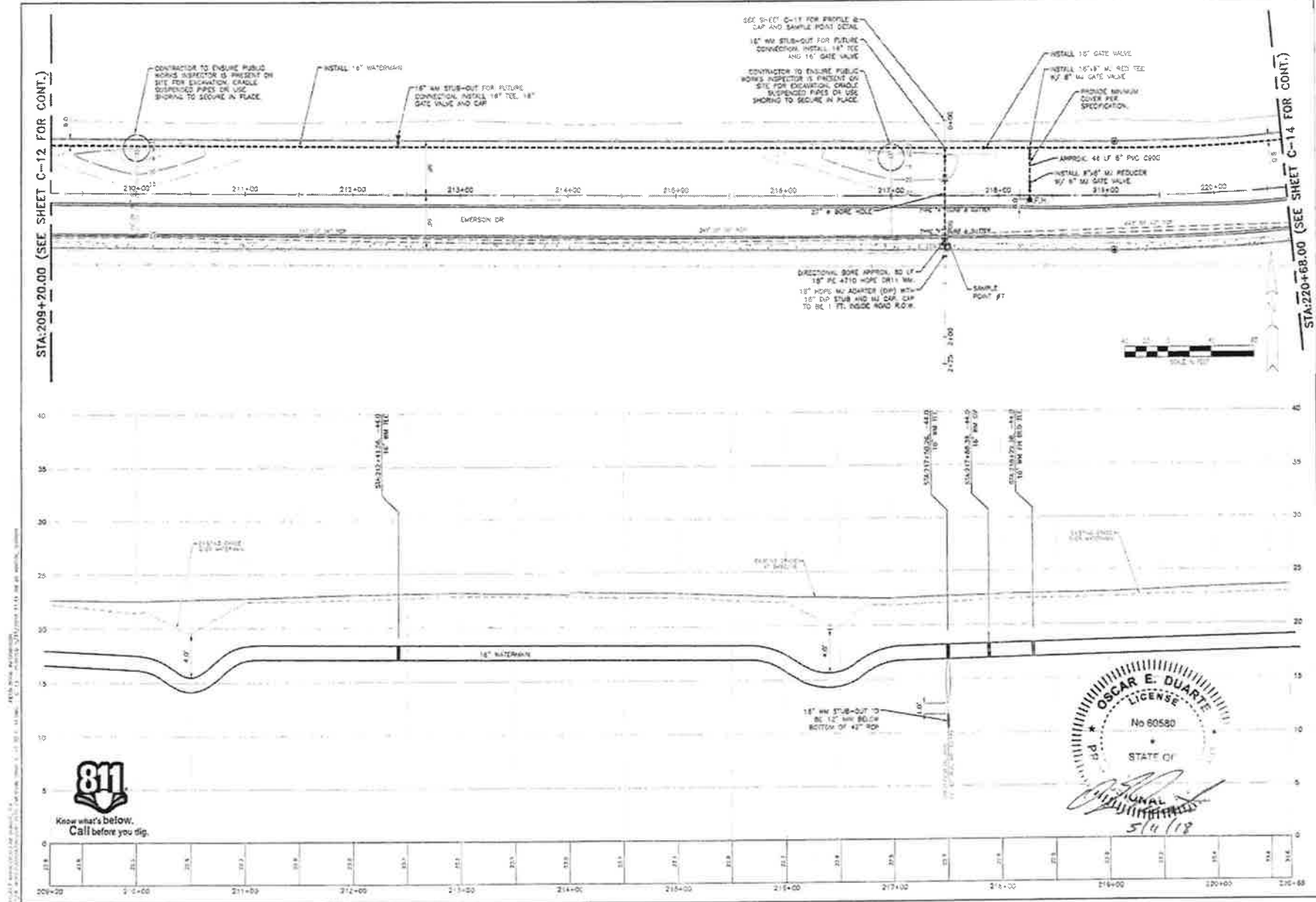
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STA: 220+68.00 (SEE SHEET C-14 FOR CONT.)

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**PALM VISTA DEVELOPMENT**

**WATERMAIN AND FORCEMAIN DESIGN**

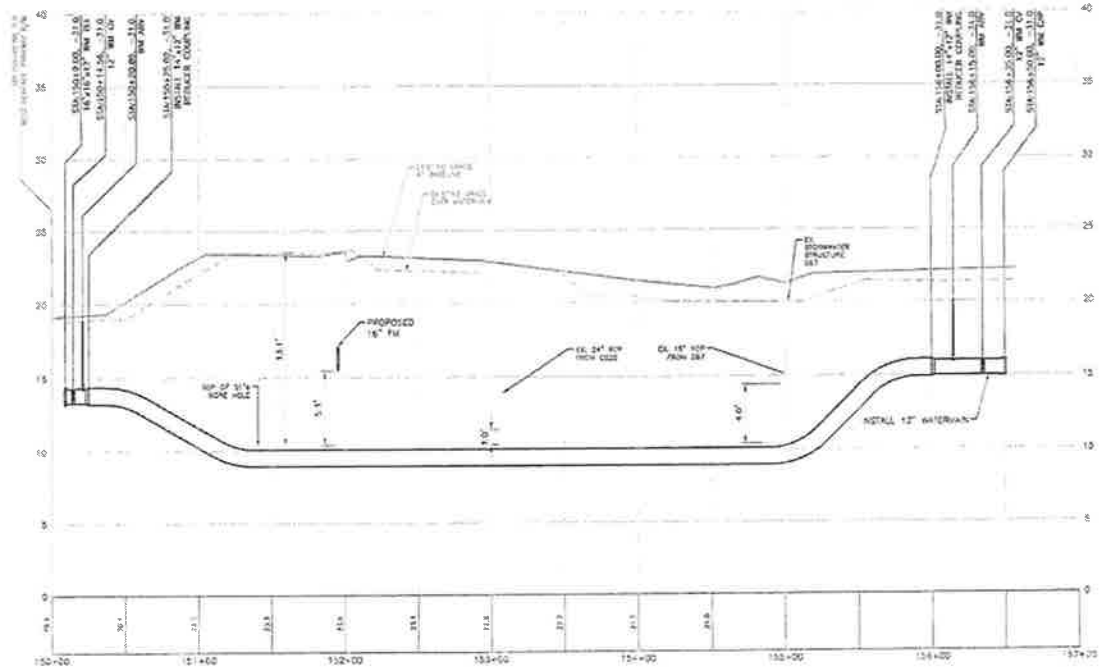
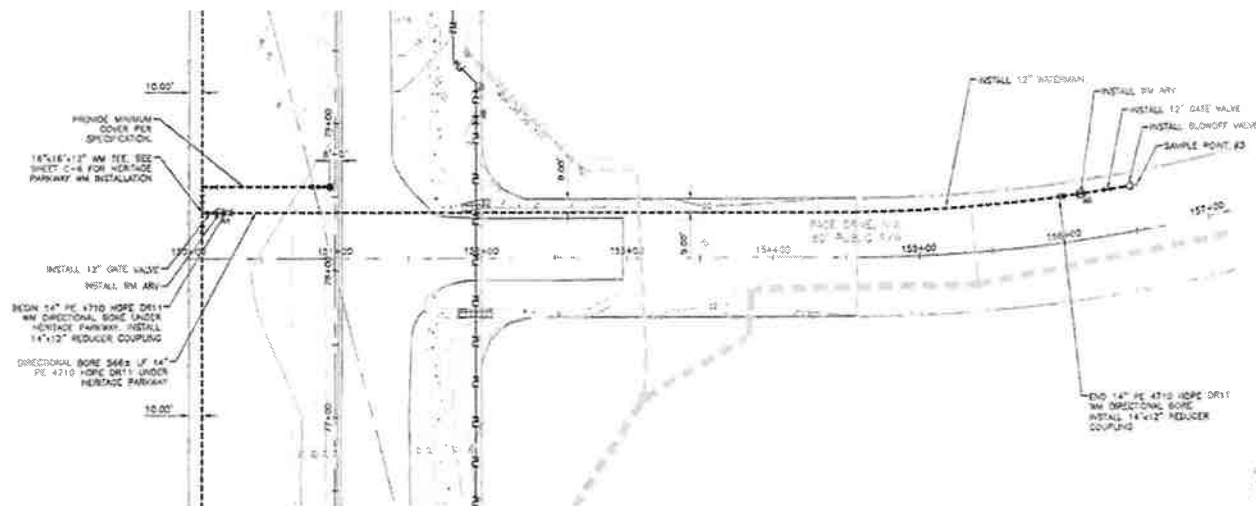
EMERSON DRIVE PLAN AND PROFILE  
STA 209+20.00 TO STA 220+68.00



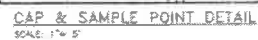
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PACIFIC DRIVE PLAN AND PROFILE  
STA 13+00 TO STA 154+00.00



CITY OF PALM BAY UTILITIES DEPARTMENT  
PALM VISTA DEVELOPMENT  
WATERMAIN AND FORCEMAIN DESIGN

### WATER RESOURCES PROFILES



WADE  
TRIM

C-16

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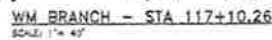
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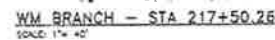


Know what's below.  
Call before you dig.

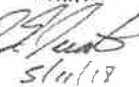




CAP & SAMPLE POINT DETAIL  
SCALE: 1" = 5'



CAP & SAMPLE POINT DETAIL  
SCALE: 1" = 3'



CITY OF PALM BAY UTILITIES DEPARTMENT  
PALM VISTA DEVELOPMENT  
WATERMAIN AND FORCEMAIN DESIGN

S. J. L. KOOZEI AND J. N. Y. CHU

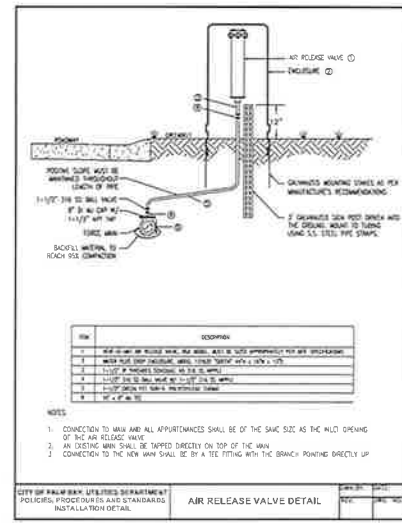
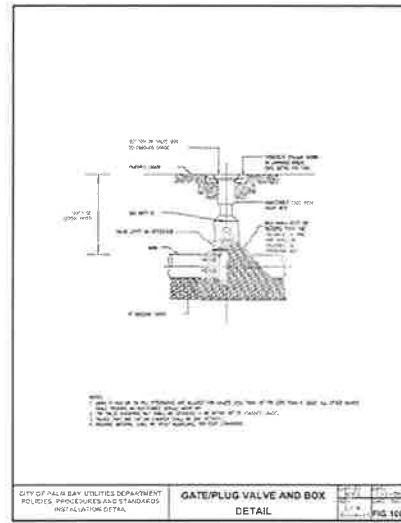
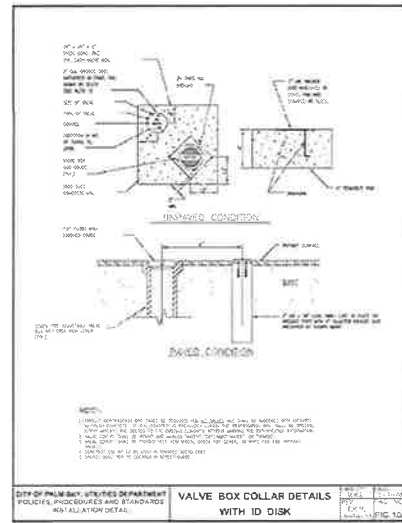
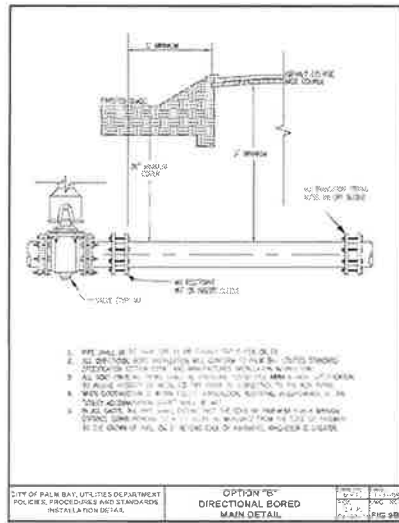
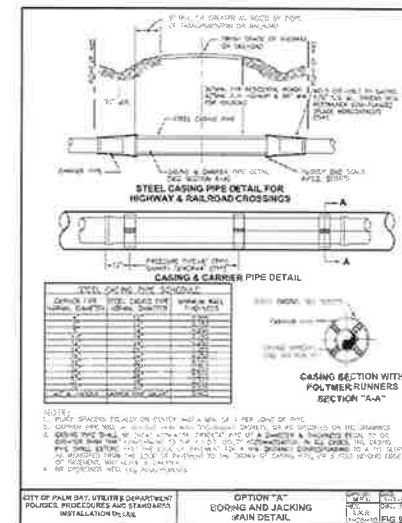
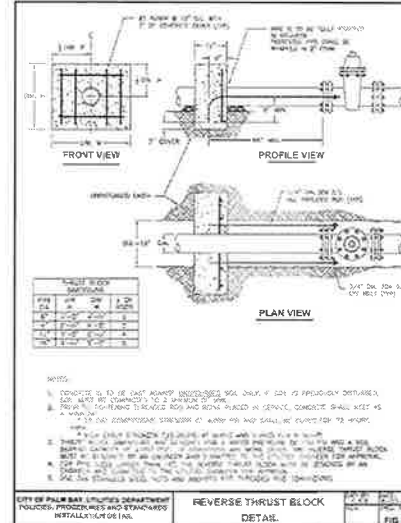
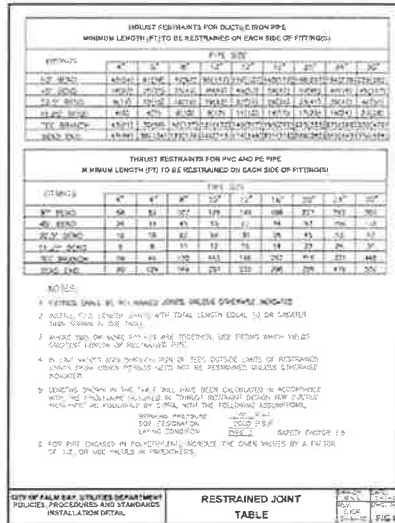
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**EXHIBIT 6**

**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 14<sup>th</sup> 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.

**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.

**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.

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Rob Medina, MAYOR

ATTEST:

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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:** Larry Wojciechowski, Finance Director

**DATE:** 9/16/2021

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

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 Ebbside \$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.

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Rob Medina, MAYOR

ATTEST:

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Terese M. Jones, CITY CLERK

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

## Summary of the Proposed Budget Amendment

	Revenues	Expenditures
<b>General Fund (001)</b>		
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)	
<b>Fund Subtotal</b>	<b>(113,275)</b>	<b>(113,275)</b>
<b>Code Nuisance Fund (105)</b>		
Growth Management: Additional Funding for Nuisance Violation Expenses (Mowing/Clean-Up)		25,000
Designated Fund Balance	25,000	
<b>Fund Subtotal</b>	<b>25,000</b>	<b>25,000</b>

Mayor and Council: FY 2021 Fourth Budget Amendment

Septmeber 2, 2021

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Exhibit A

	Revenues	Expenditures
<b>CDBG Fund (112)</b>		
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	
<b>Fund Subtotal</b>	<b>195,320</b>	<b>195,320</b>
<b>NSP Program Fund (123)</b>		
Record City-Owned Property Sales - 1048 Hunt Street	229,642	
Reserves		229,642
<b>Fund Subtotal</b>	<b>229,642</b>	<b>229,642</b>
<b>ARPA Fund (128)</b>		
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
<b>Fund Subtotal</b>	<b>9,004,932</b>	<b>9,004,932</b>
<b>Fire Impact Fees-32909 Fund (190)</b>		
Close-out the Fire Station #5 Project (18FD01)		(109,163)
Open Fire Training Center (Project #21FD01)		516,000
Undesignated Fund Balance	406,837	
<b>Fund Subtotal</b>	<b>406,837</b>	<b>406,837</b>
<b>2010 PST Revenue Bond Fund (219)</b>		
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	
<b>Fund Subtotal</b>	<b>0</b>	<b>0</b>
<b>2020 T.S.O Note Fund (230)</b>		
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
<b>Community Investment Fund (301)</b>		
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
<b>Road Maintenance CIP Fund (307)</b>		
Transfer City-Owned Property Sales Revenue from General Fund (001)	93,702	0
Undesignated Fund Balance	(93,702)	0
Fund Subtotal	0	0
<b>GO Road Program (309)</b>		
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
<b>Utilities Operating Fund (421)</b>		
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
<b>Utilities Renewal/Replacement Fund (424)</b>		
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
<b>Building Fund (451)</b>		
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)	
<b>Fund Subtotal</b>	<b>0</b>	<b>0</b>
<b>Stormwater Utility Fund (461)</b>		
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	
<b>Fund Subtotal</b>	<b>810,495</b>	<b>810,495</b>
<b>Solid Waste Fund (471)</b>		
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)
<b>Undesignated Fund Balance</b>	(254,614)	
<b>Fund Subtotal</b>	<b>(253,214)</b>	<b>(253,214)</b>
<b>Health Insurance Fund (511)</b>		
CARES Act - COVID-19 Reimbursements - Labor	3,012	
Reserves		3,012
<b>Fund Subtotal</b>	<b>3,012</b>	<b>3,012</b>
<b>Risk Management Fund (512)</b>		
Budget Correction for Reserves Amount Recorded - from Invalid Cost Center 2525 (\$16,121) to 1425 Cost Center \$16,121 - net impact \$0		0
<b>Fund Subtotal</b>	<b>0</b>	<b>0</b>

Mayor and Council: FY 2021 Fourth Budget Amendment

Septmeber 2, 2021

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Exhibit A

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



## 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:** 9/16/2021

**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.), 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.

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

<b>ADJACENT ZONING</b>	<b>N</b>	RM-20 – Multiple-Family Residential
<b>&amp; LAND USE:</b>	<b>E</b>	RM-20 – Multiple-Family Residential
	<b>S</b>	RM-20 – Multiple-Family Residential
	<b>W</b>	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.

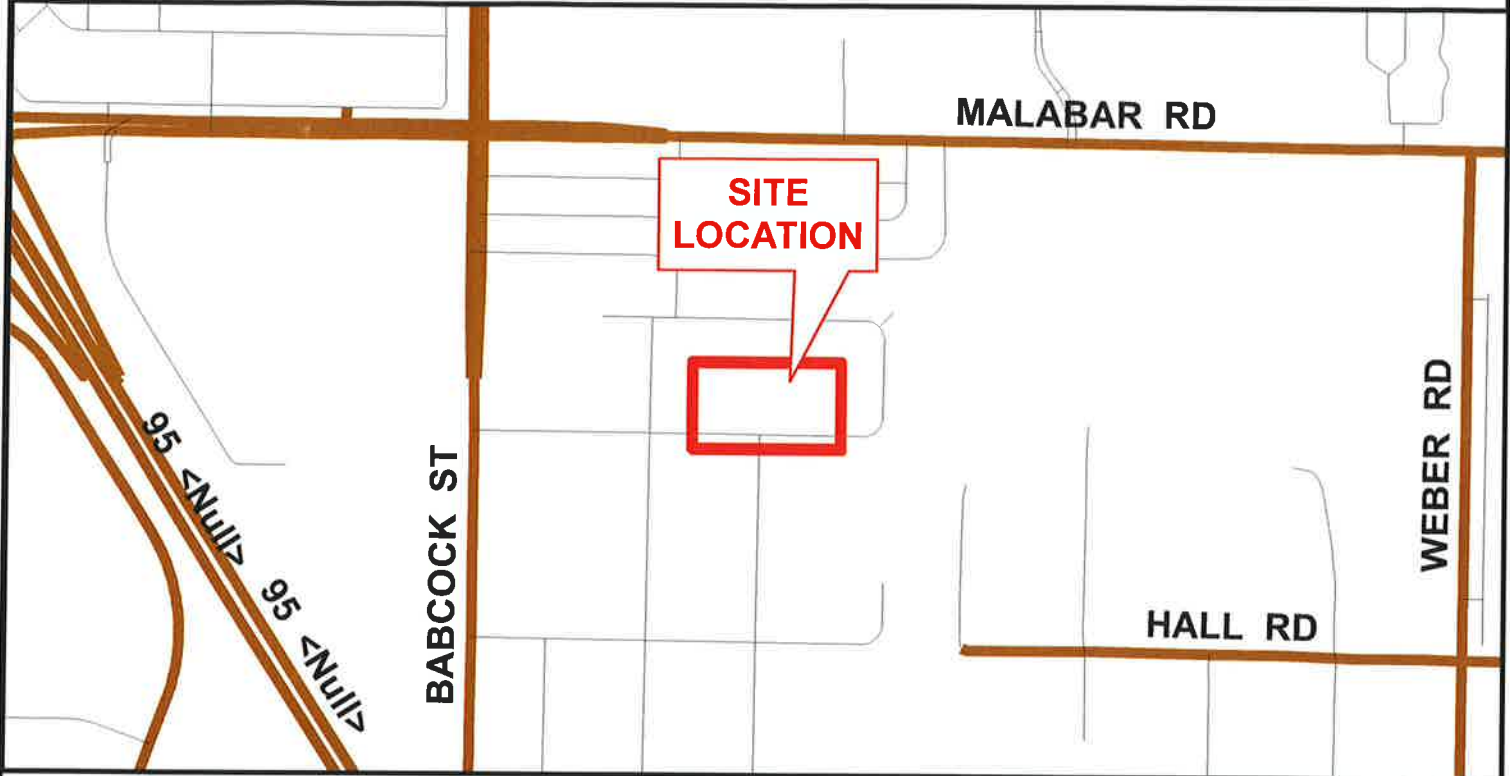
The City of Palm Bay's Departments have the enclosed comments relating to the vacating request. It should be noted that city policy allows for the approval of a vacation request for the first 5 feet, along city owned canals, if there are no obvious issues of conflict.

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

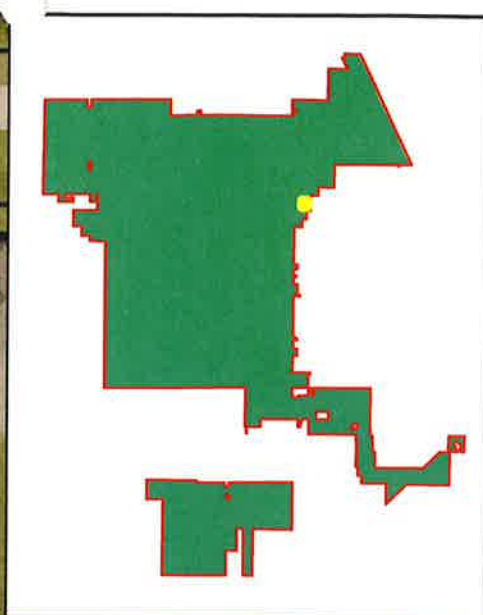


Map is for illustrative purposes only!  
Not to be construed as binding or a survey.  
Map created by the City of Palm Bay  
Public Works Department (RSD), on August 12, 2021.

## VE-5-2021

0 25 50 100 Feet  
1 inch = 100 feet





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.

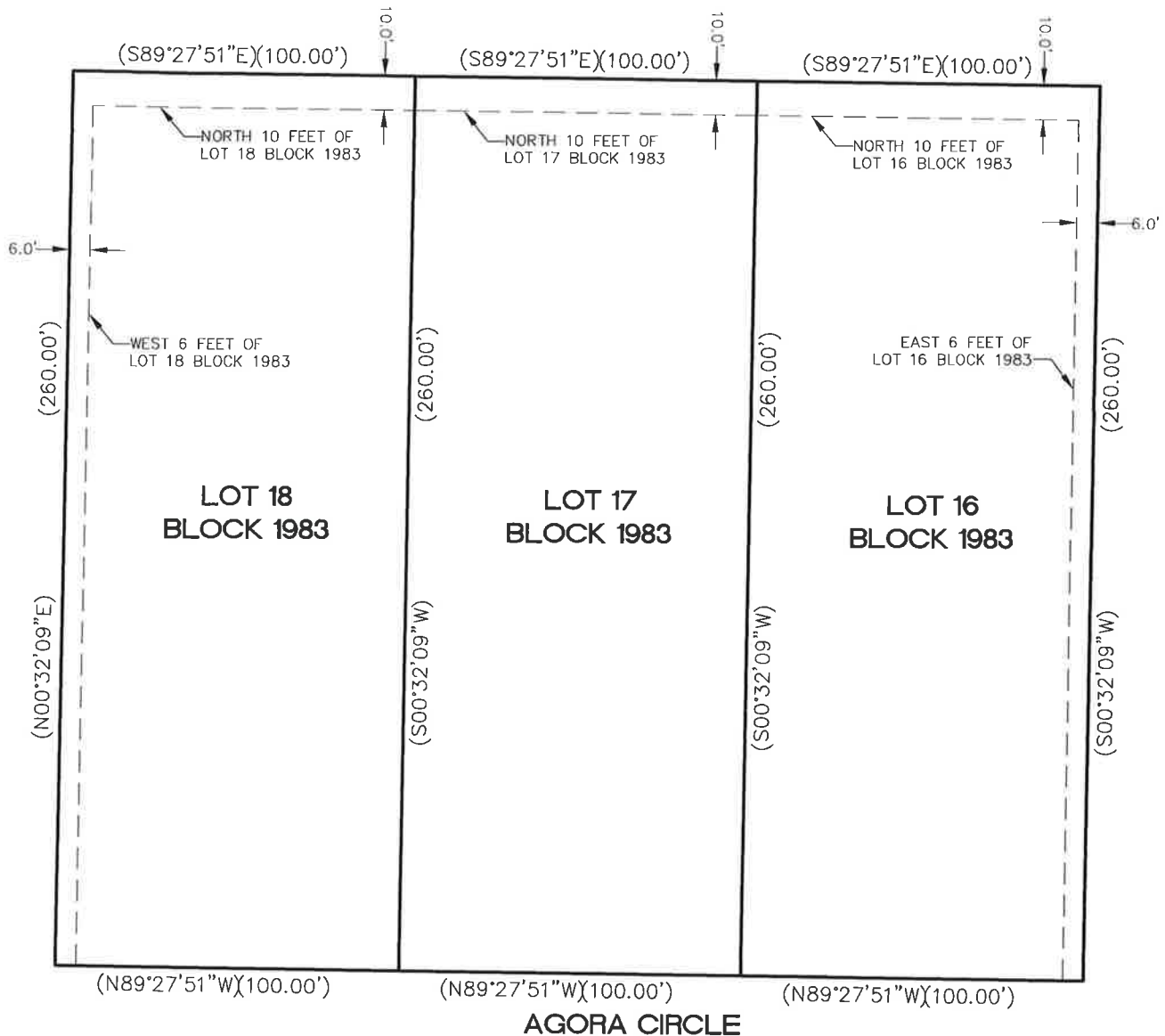
## LOCATION MAP VE-5-2021

LEGEND	
	EASEMENT TO BE VACATED
	PARCEL LINES

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:	<b>BRUNNER-HAGEN, INC.</b> 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](mailto: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

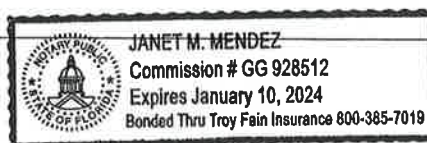
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 11th day of January, 2021 by

Leo Badalamenti, property owner.

Janet M. Mendez

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:** 9/16/2021

**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), 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.

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

<b>ADJACENT ZONING</b>	<b>N</b>	RS-2 – Single-Family Residential
<b>&amp; LAND USE:</b>	<b>E</b>	RS-2 – Single-Family Residential
	<b>S</b>	RS-2 – Single-Family Residential
	<b>W</b>	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.

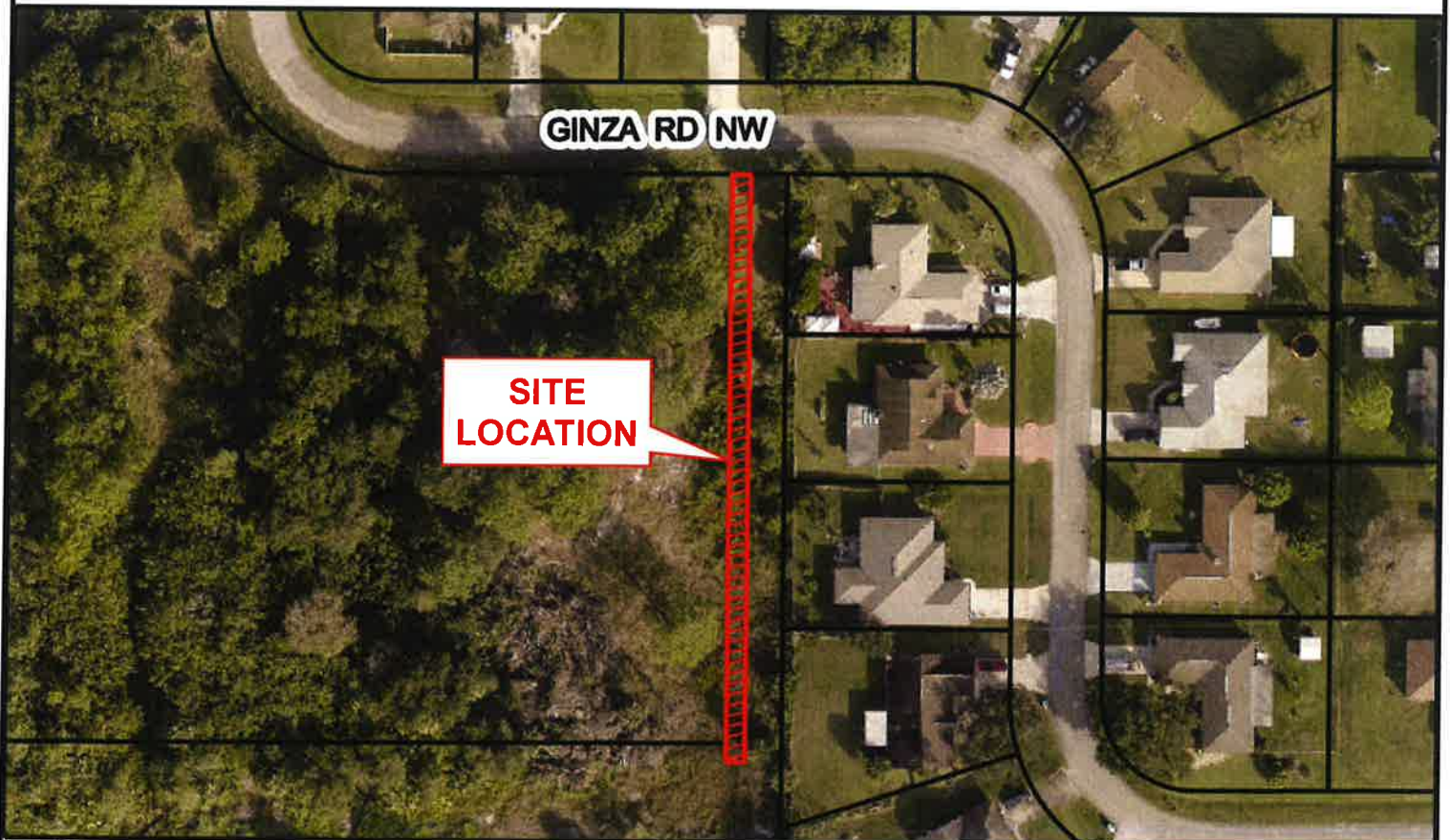
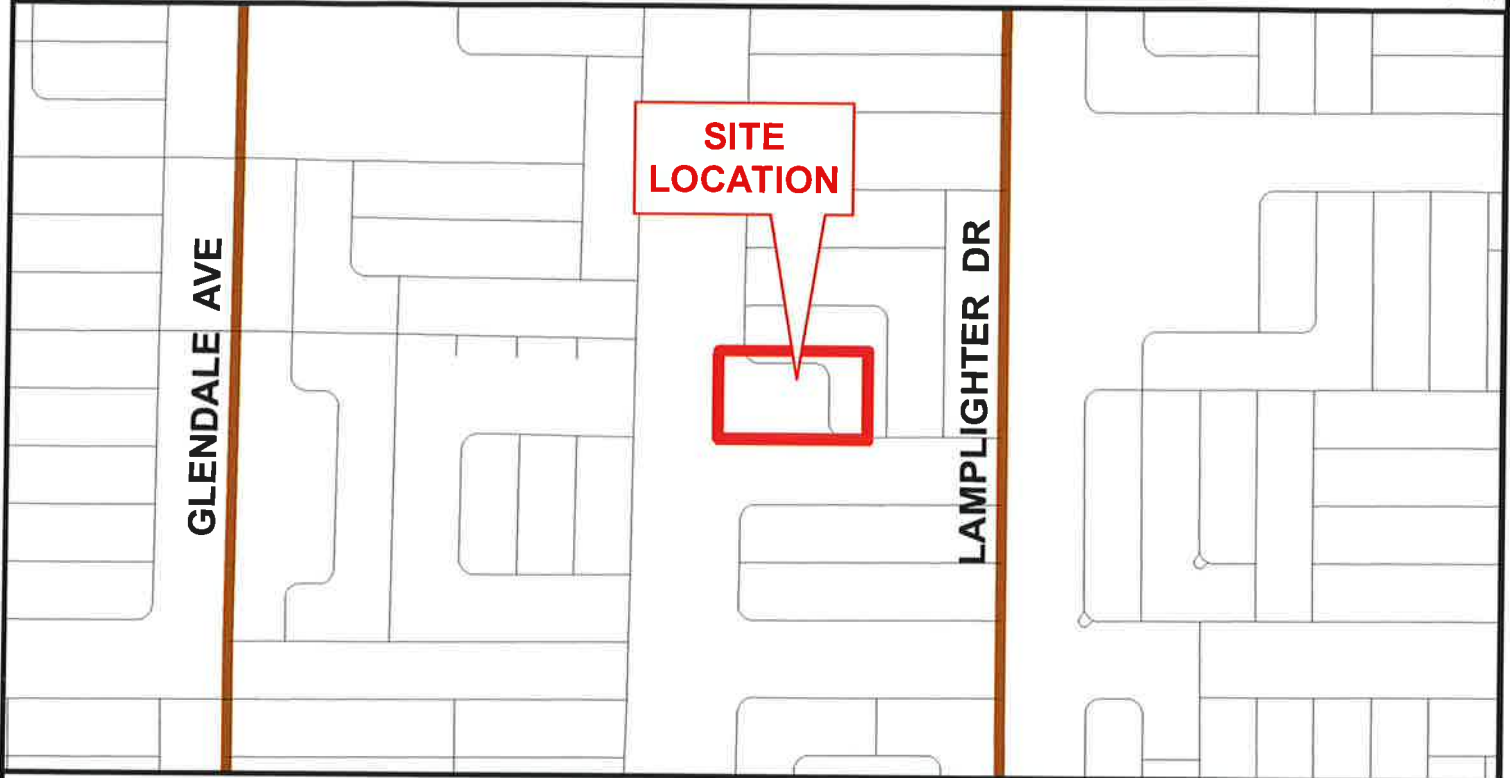
The City of Palm Bay's Departments have the enclosed comments relating to the vacating request. It should be noted that city policy allows for the approval of a vacation request for the first 5 feet, along city owned canals, if there are no obvious issues of conflict.

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

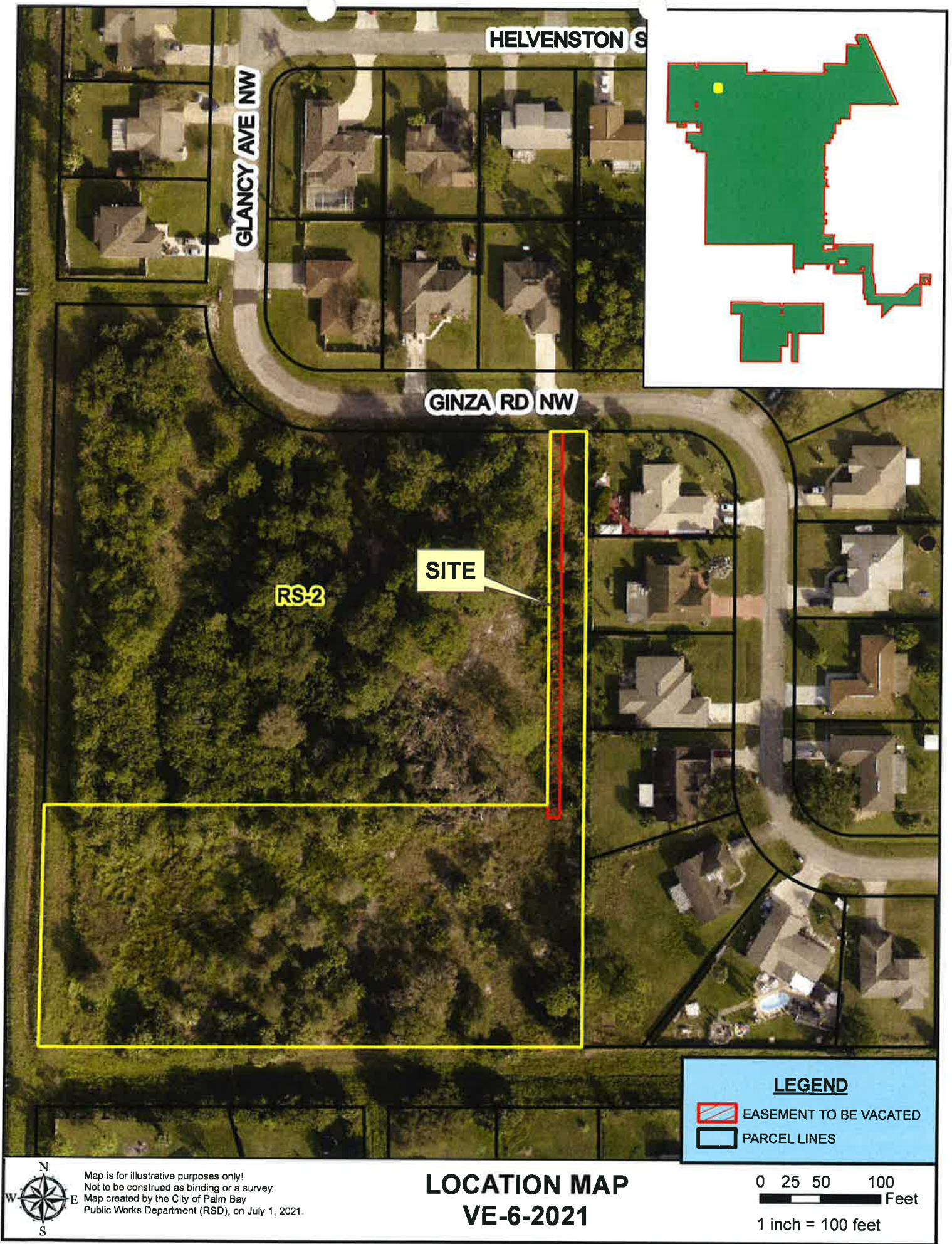


Map is for illustrative purposes only!  
Not to be construed as binding or a survey.  
Map created by the City of Palm Bay  
Public Works Department (RSD), on July 1, 2021.

## 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:

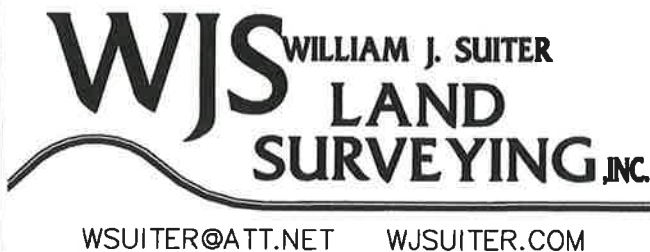
A PARCEL OF LAND BEING A PORTION OF TRACT "D", PORT MALABAR UNIT FORTY TWO ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 21, PAGES 105 THRU 125 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

## SKETCH OF DESCRIPTION

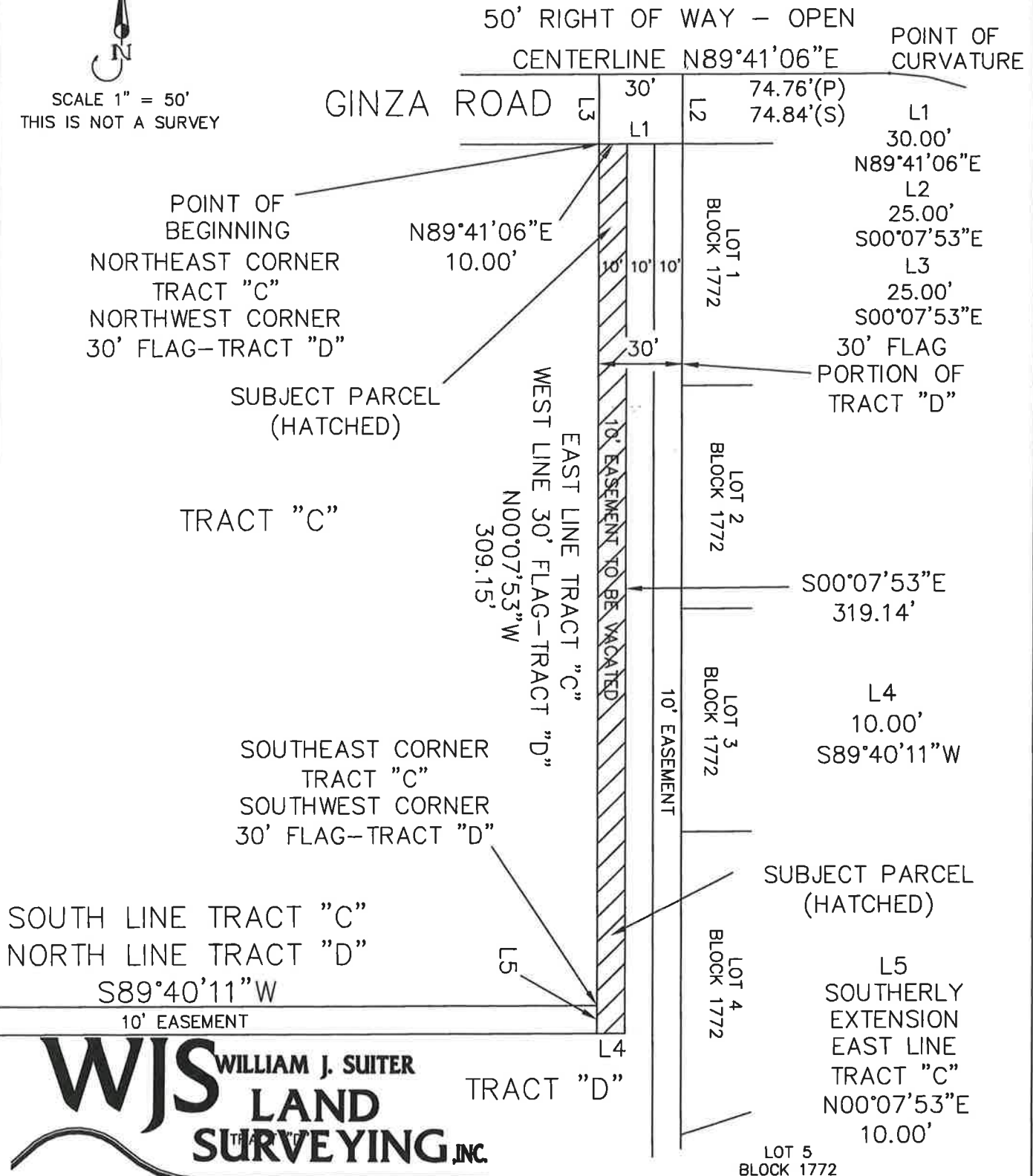
SHEET 2 OF 2

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



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

**PUBLIC WORKS DEPARTMENT**

1050 MALABAR ROAD SW PALM BAY, FLORIDA 32907

PHONE: (321) 952-3403

EMAIL: [pwpermitting@palmabayflorida.org](mailto: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 STCity: PALM BAY, FLZip Code: 32907Phone Number: (321) 271-0050Business Phone Number: (321) 725-8282Fax Number: (321) 725-8212Email: 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 32907TRACT D, PORT MALABAR UNIT 42, PARCEL ID 28-36-27-KN-DSection: 27 Township: 28 Range: 36 EASTSize of area covered by this application (calculate acreage): 2.28Zoning classification at present: RS-2Which action applying for (easement, drainage): EasementReason 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.

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Rob Medina, MAYOR

ATTEST:

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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:** 9/16/2021

**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), 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.

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

<b>ADJACENT ZONING</b>	<b>N</b>	RS-1 – Single-Family Residential
<b>&amp; LAND USE:</b>	<b>E</b>	RS-1 – Single-Family Residential
	<b>S</b>	RS-1 – Single-Family Residential
	<b>W</b>	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.

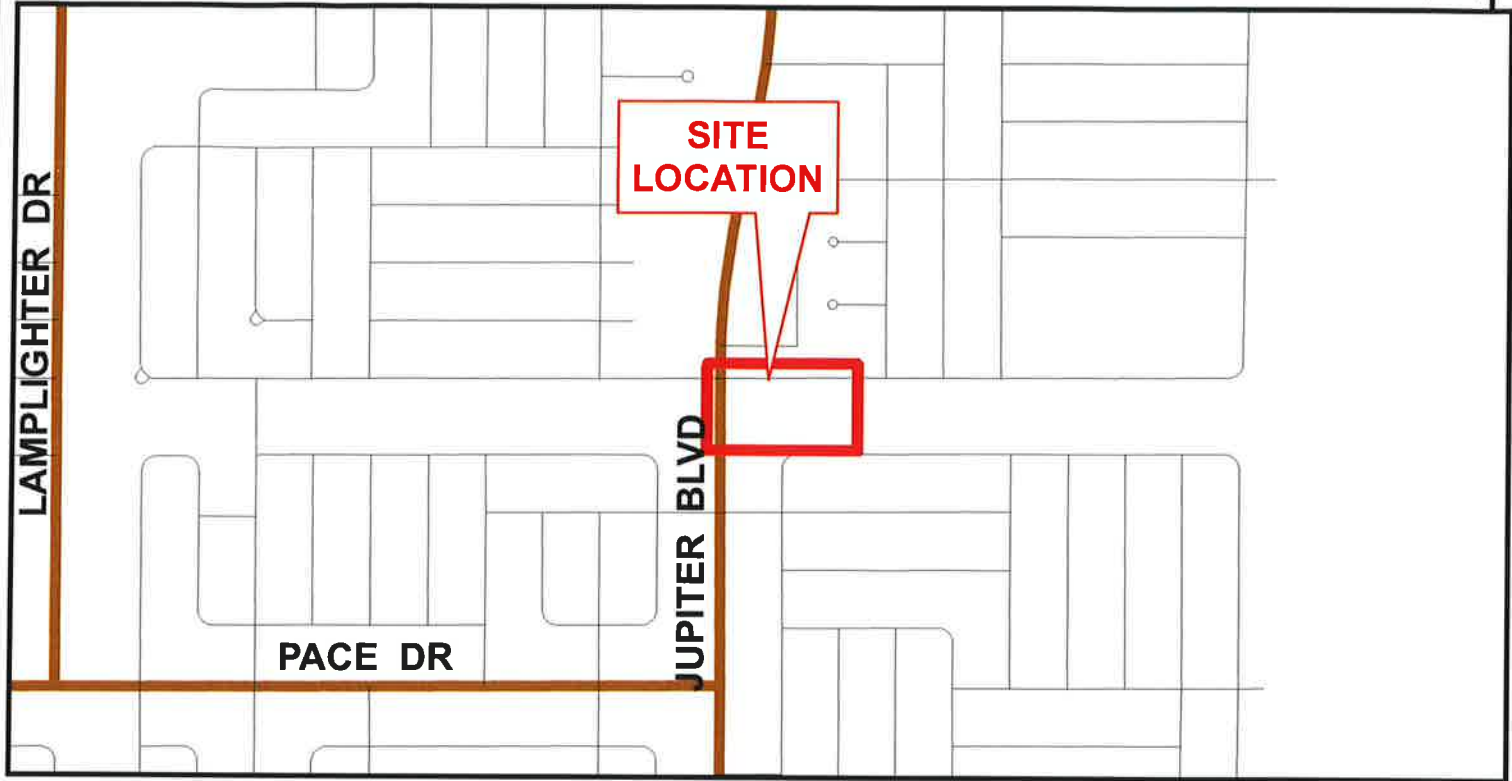
Staff has no adverse comments regarding removal of the North 10 feet of the South 20 foot Public Utility and Drainage Easement, less and except the East and West 6 foot Public Utility and Drainage Easements, thereof containing 680 square feet or 0.02 acres more or less, of Lot 4, Block 2507, Port Malabar 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

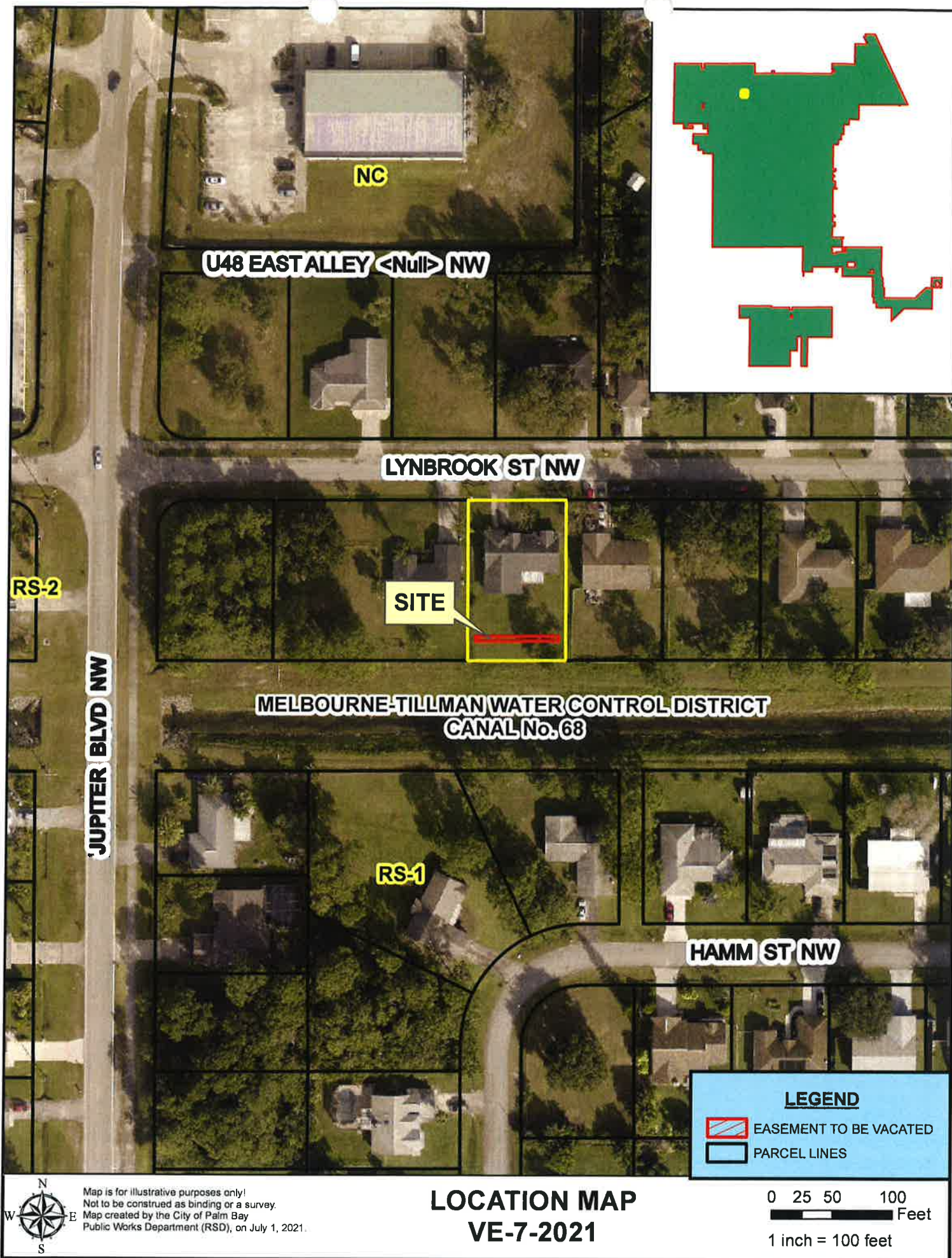


Map is for illustrative purposes only!  
Not to be construed as binding or a survey.  
Map created by the City of Palm Bay  
Public Works Department (RSD), on July 1, 2021.

## VE-7-2021

0 25 50 100  
Feet  
1 inch = 100 feet

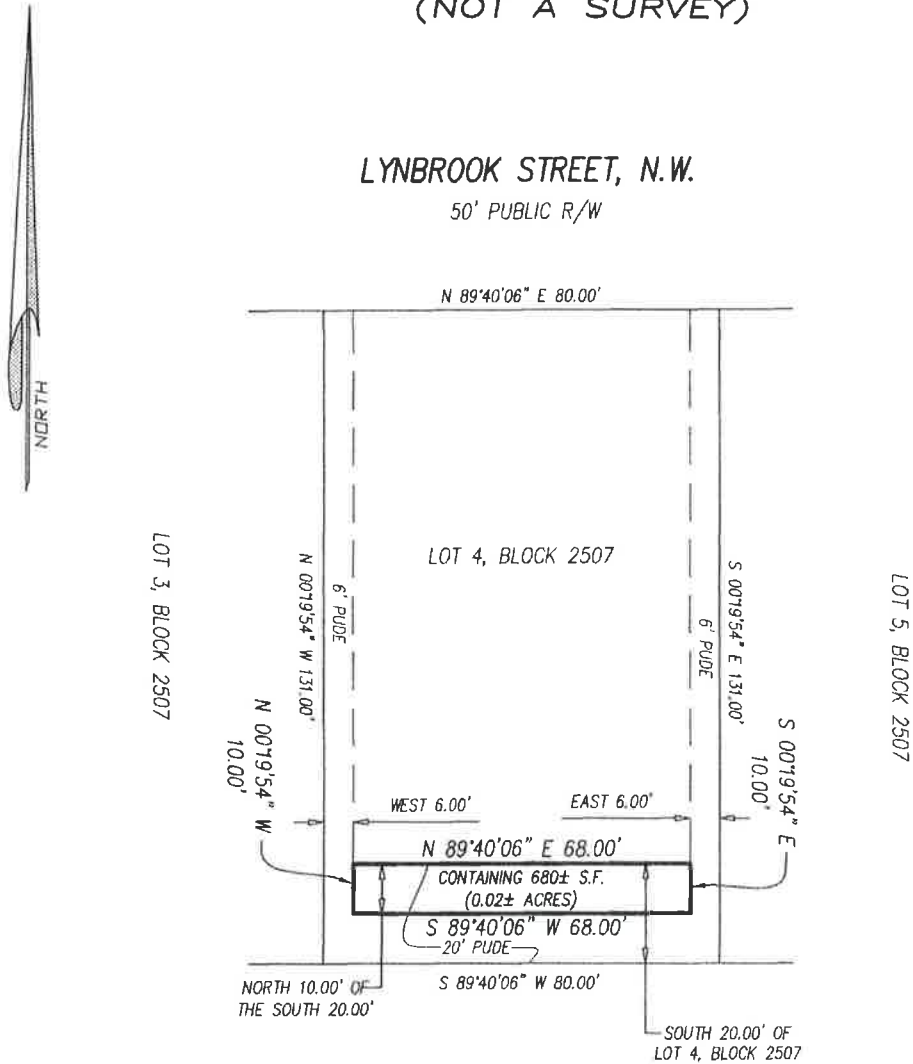




**SKETCH TO ACCOMPANY LEGAL DESCRIPTION  
(NOT A SURVEY)**

**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 &amp; Driveway

**PUBLIC WORKS DEPARTMENT**

1050 MALABAR ROAD SW PALM BAY, FLORIDA 32907

PHONE: (321) 952-3403

EMAIL: [pwpermitting@palmabayflorida.org](mailto: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): .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.

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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:** 9/16/2021

**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), 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.

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

<b>ADJACENT ZONING</b>	<b>N</b>	RS-2 – Single-Family Residential
<b>&amp; LAND USE:</b>	<b>E</b>	RS-2 – Single-Family Residential
	<b>S</b>	RS-2 – Single-Family Residential
	<b>W</b>	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



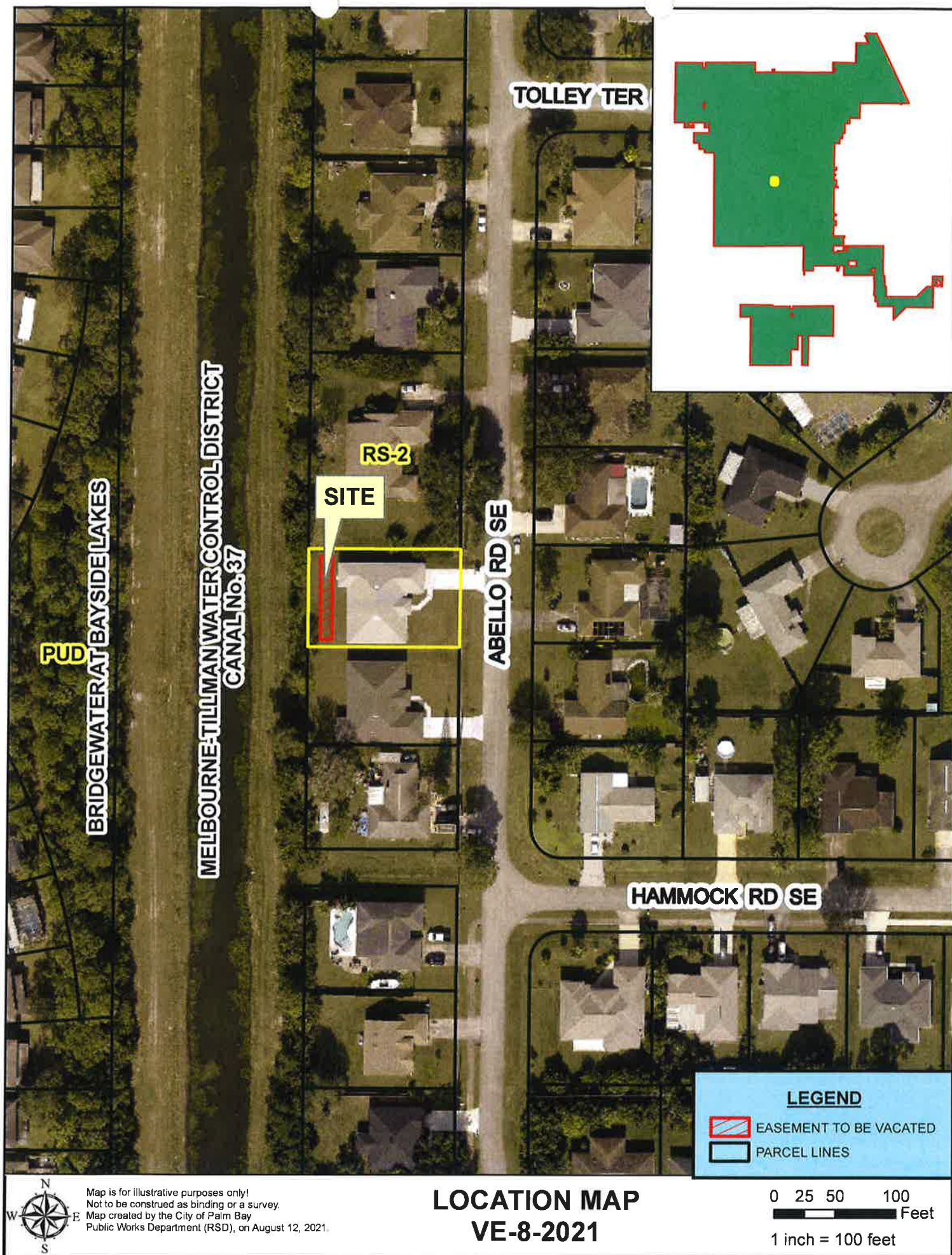
Map is for illustrative purposes only!  
Not to be construed as binding or a survey.  
Map created by the City of Palm Bay  
Public Works Department (RSD), on August 12, 2021.

## VE-8-2021

0 25 50 100  
Feet

1 inch = 100 feet

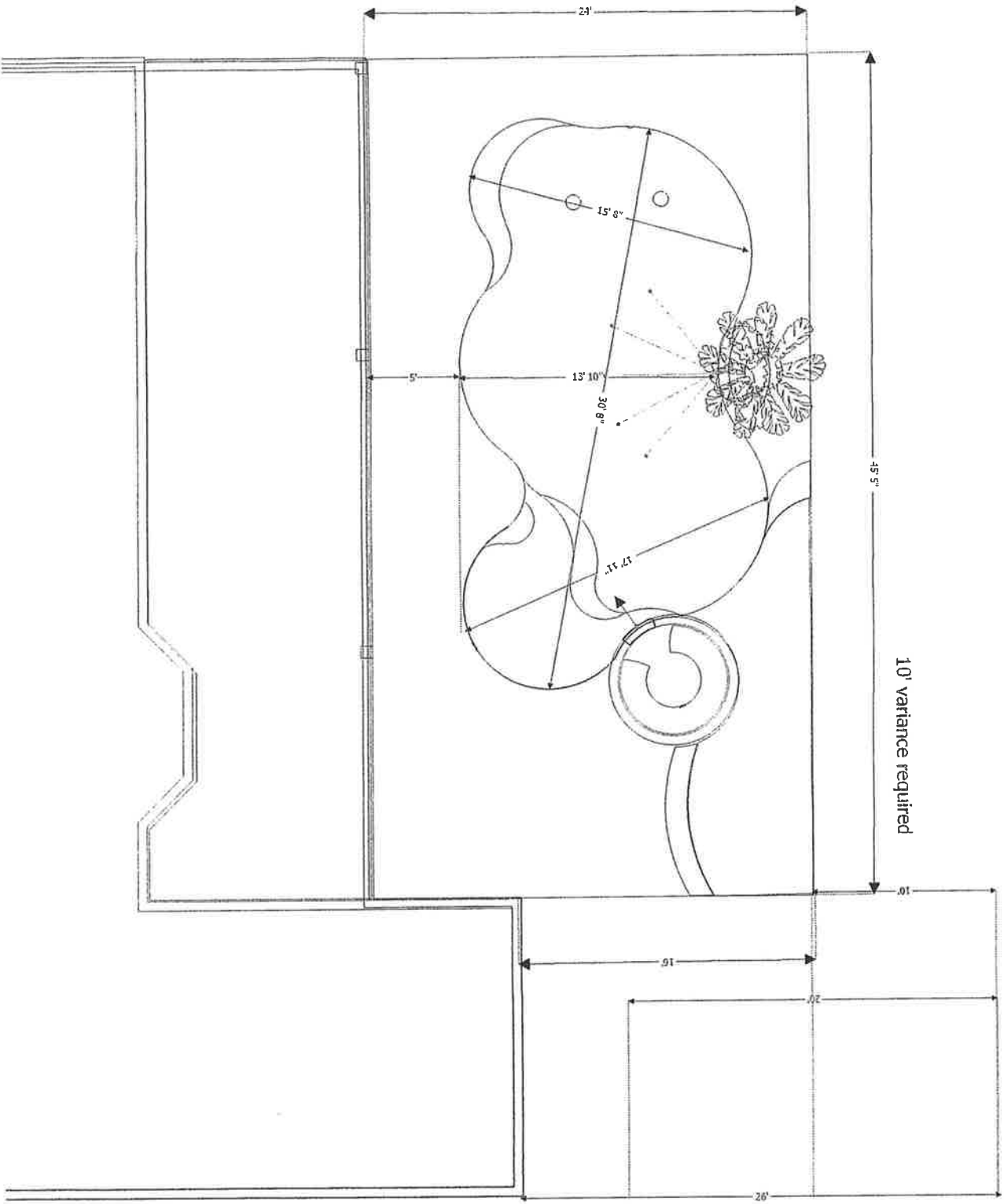












Scale: 1/8 in. per ft.



VE-8-2021

## PUBLIC WORKS DEPARTMENT

1050 MALABAR ROAD SW PALM BAY, FLORIDA 32907

PHONE: (321) 952-3403

EMAIL: [pwpermitting@palmbayflorida.org](mailto: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  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  Date 7-22-21

Printed Name of Applicant Brian Mallonn

## **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:** 9/16/2021

**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), 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.

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

<b>ADJACENT ZONING</b>	<b>N</b>	RS-2 – Single-Family Residential
<b>&amp; LAND USE:</b>	<b>E</b>	RS-2 – Single-Family Residential
	<b>S</b>	100' wide Melbourne Tillman Drainage Canal #51
	<b>W</b>	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

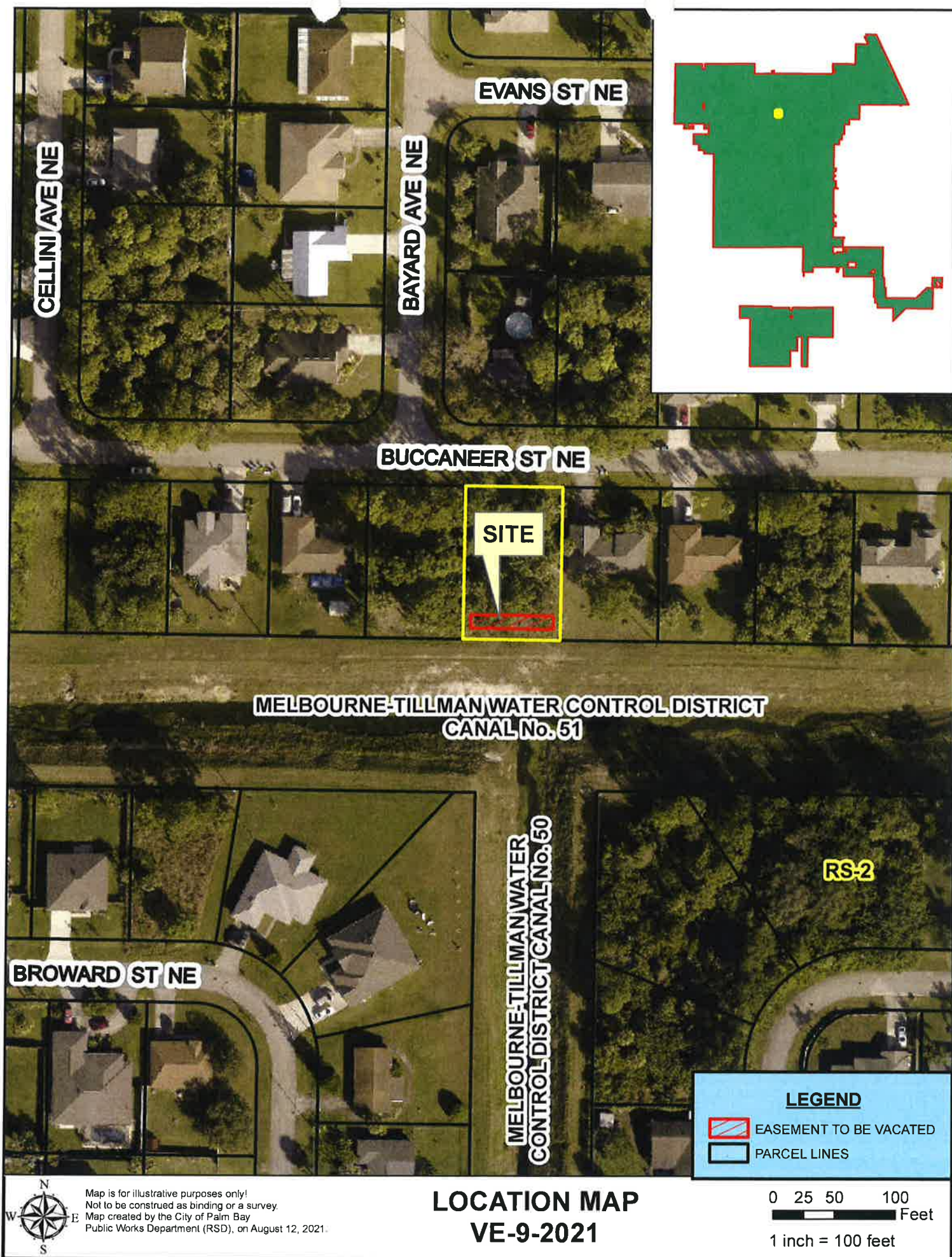


Map is for illustrative purposes only!  
Not to be construed as binding or a survey.  
Map created by the City of Palm Bay  
Public Works Department (RSD), on August 12, 2021.

## 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

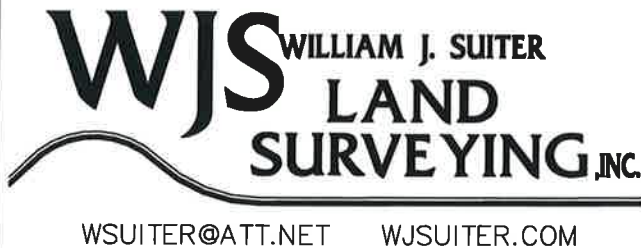
## LEGAL DESCRIPTION:

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

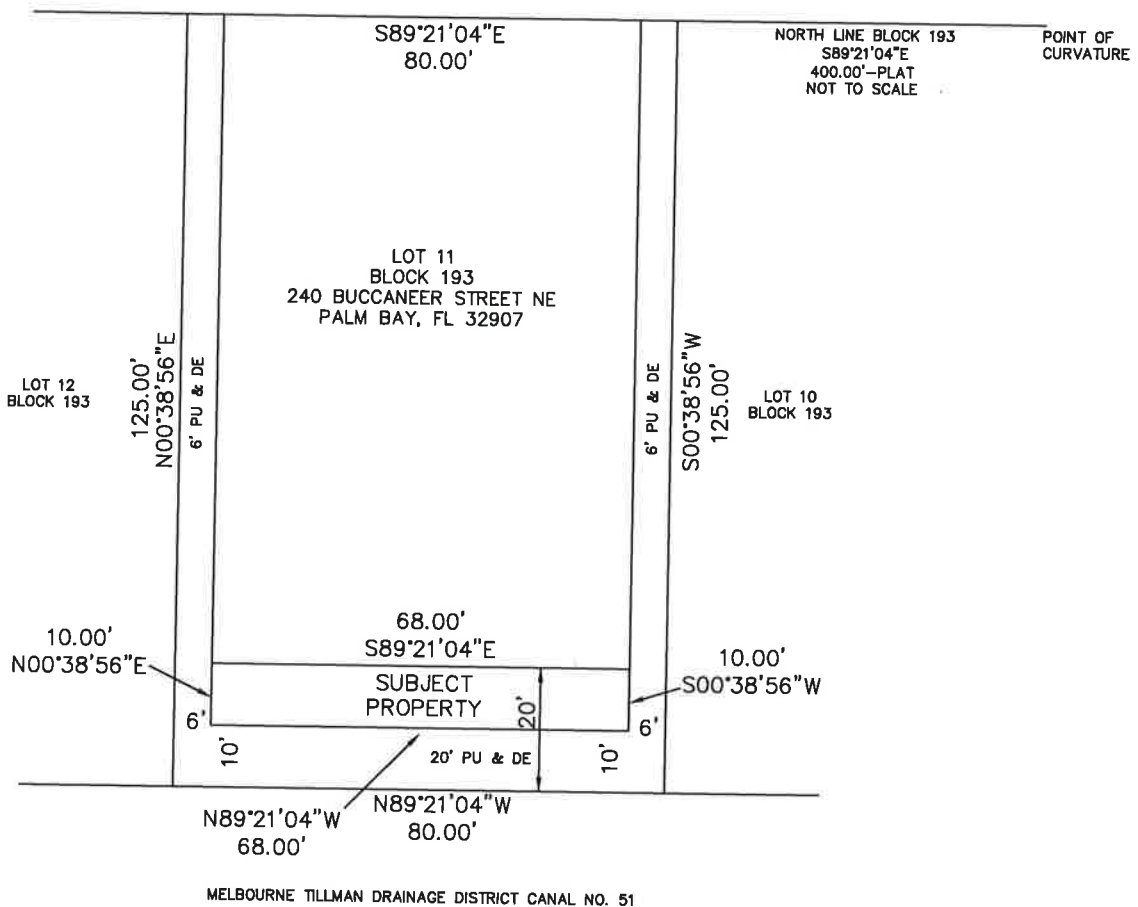
SHEET 2 OF 2

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

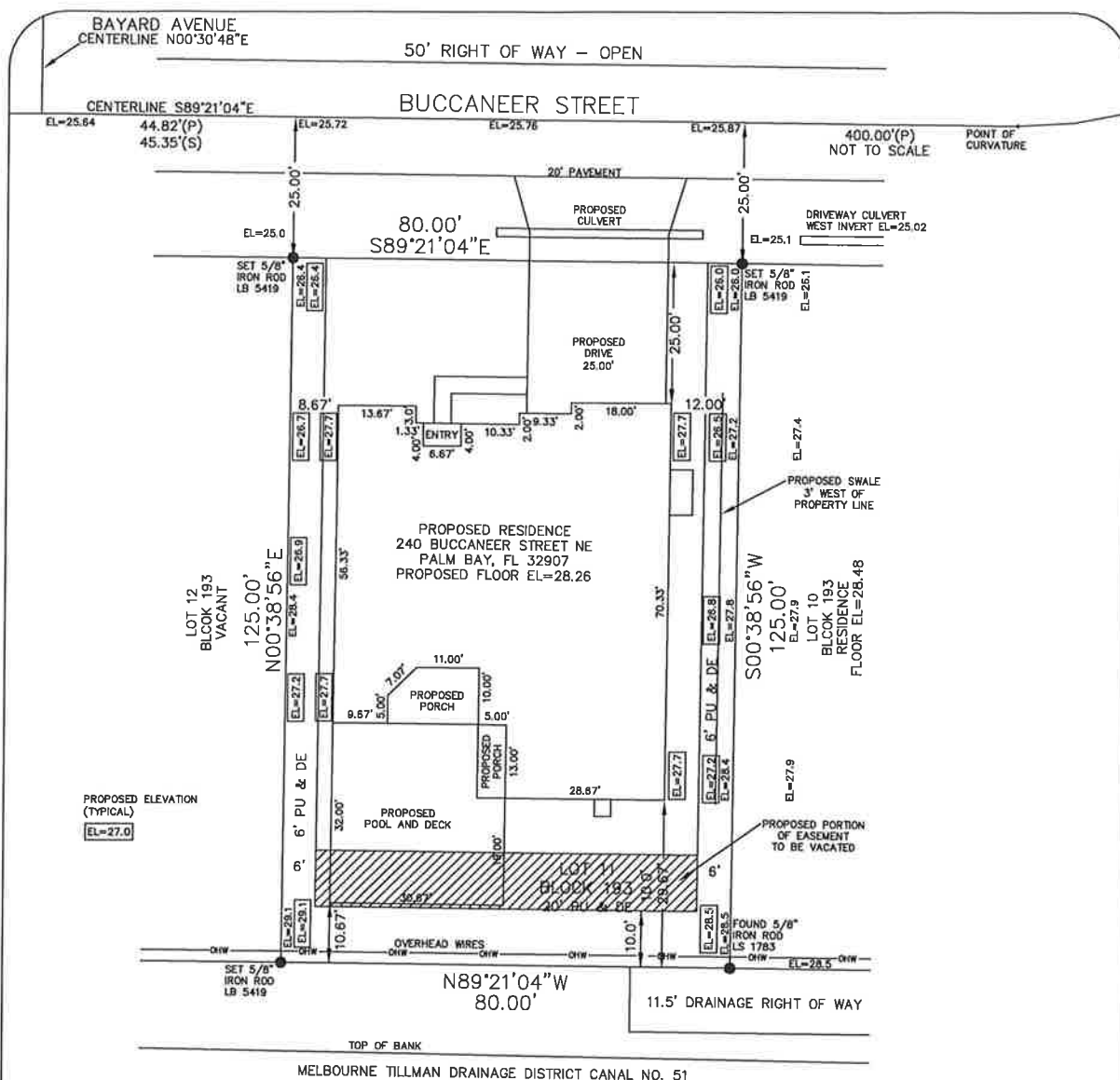


WSUITER@ATT.NET WJSUITER.COM

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:

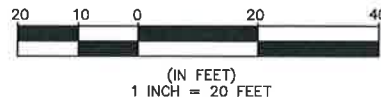
- 1.) BEARINGS BASED ON THE ASSUMPTION THAT THE CENTERLINE OF BUCCANEER STREET NE BEARS S89°21'04"E PER PLAT OF PORT MALABAR UNIT SEVEN.
- 2.) ELEVATIONS "EL.=25.76" BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929.
- 3.) LOT DIMENSIONS ARE AS PLATTED(P) AND SURVEYED(S) UNLESS OTHERWISE NOTED.
- 4.) 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.



MAP OF  
BOUNDARY  
SURVEY

F.A.C.  
CHAPTER 5J-17

GRAPHIC SCALE



 <b>WJS LAND SURVEYING, INC.</b> 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	

SURVEY DATE: APRIL 30, 2021

SCALE: 1" = 20'

FIELD BOOK: N/A

PAGE: N/A

JOB NUMBER: 21-68





VE-9-2021

**PUBLIC WORKS DEPARTMENT**

1050 MALABAR ROAD SW PALM BAY, FLORIDA 32907

PHONE: (321) 952-3403

EMAIL: [pwpermitting@palmabayflorida.org](mailto: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 9<sup>th</sup>, 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:**

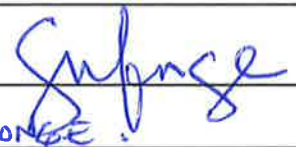
Vacate Easement

  
(Property Owner Signature)

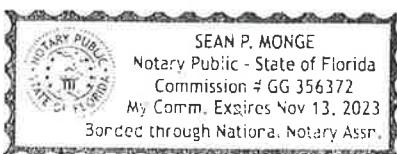
STATE OF FLORIDA

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:



FLOR ID # 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:** Suzanne Sherman, City Manager

**THRU:** Patrick J. Murphy, Acting Growth Management Director

**DATE:** 9/16/2021

**RE:** Ordinance 2021-65, granting approval of a Final Development Plan for a Planned Unit Development of a proposed residential subdivision to be known as 'Cypress Bay West Phase II' on property located west of and adjacent to Babcock Street, in the vicinities south of Mara Loma Boulevard and north of Davis Lane (185.747 acres) (Case FD-30-2021, Waterstone Holdings, LLC; Waterstone Farms, LLC; and, Forestar (USA) Real Estate Group), first reading. (Quasi-Judicial Proceeding)

Mr. Benjamin E. Jefferies, Waterstone Holdings, LLC and Waterstone Farms, LLC with Mr. Chris Tyree, Forestar (USA) Real Estate Group (Jake Wise, P.E. and Rochelle W. Lawandales, FAICP, Reps.) have submitted for Final Planned Unit Development approval to construct a 570-unit single-family and multiple-family residential subdivision called Cypress Bay West Phase II PUD. The vacant 185.74-acre parcel is located south of Mara Loma Boulevard SE and west of Babcock Street SE.

This phase of the Cypress Bay West PUD proposes 446 single-family units and 124 townhomes. The proposed density is 3.07 units per acre, which is below the maximum density allowed for Single-Family Residential and Multiple Family Residential land uses. The development will consist of minimum sized 1,600 square-foot homes and 1,500 square-foot townhome units, gated entrances, two amenity centers with swimming pools, a playground, passive recreation areas, stormwater ponds, and private roadways. Mara Loma Boulevard will be extended to a new roadway called Journey Drive SE, which will connect to Babcock Street SE.

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

**REQUESTING DEPARTMENT:**  
Growth Management

**RECOMMENDATION:**

Motion to Motion to approve Case FD-30-2021, subject to the staff comments contained in the staff report being addressed upon submission of the administrative construction plans as follows:

- Fully engineered construction drawings.

- A Subdivision Plat meeting Ch.177 of the Florida State Statutes and a title opinion.
- The technical comments generated by the Development Review Staff (attached) shall be observed and incorporated into the engineered construction drawings.
- Mara Loma Boulevard and Journey Drive right-of-way shall not be accepted by the City of Palm Bay for operation and maintenance, until and unless the Developer requests acceptance through the process promulgated in Chapter 182 of the City of Palm Bay's Code of Ordinances. Upon commencement of said process, staff will determine if acceptance of these roadways will provide a public benefit, and that current City of Palm Bay construction standards are met.
- An updated traffic study including traffic counts for Cypress Bay West Phase 2 shall be provided. This is to facilitate the determination of the Proportionate Fair Share contribution that may be due from the Developer towards the traffic impact improvements at associated segments along Babcock Street. These were previously recommended in the 2017 Waterstone Traffic Impact Study for the 2025 build-out.

#### **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 FD-30-2021 to City Council for approval, subject to the comments contained in the staff report.

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

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

#### **ATTACHMENTS:**

##### **Description**

**Case FD-30-2021 - Staff Report**

**Case FD-30-2021 - Final Development Plan**

**Case FD-30-2021 - Plat**

**Case FD-30-2021 - Application**

**Case FD-30-2021 - Narrative**

**Ordinance 2021-65**

**Ordinance 2021-65, Exhibit A**

**Ordinance 2021-65, Exhibit B**

**Ordinance 2021-65, Exhibit C**

**Ordinance 2021-65, Exhibit D**





# STAFF REPORT

## LAND DEVELOPMENT DIVISION

120 Malabar Road SE • Palm Bay, FL 32907 • Telephone: (321) 733-3042

[landdevelopmentweb@palmbayflorida.org](mailto:landdevelopmentweb@palmbayflorida.org)

### Prepared by

Christopher Balter, Senior Planner

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#### CASE NUMBER

FD-30-2021

#### PLANNING & ZONING BOARD HEARING DATE

September 1, 2021

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#### PROPERTY OWNER & APPLICANT

Waterstone Farms, LLC, Forestar Real Estate Group, Waterstone Holdings, LLC (Jake Wise Representing)

#### PROPERTY LOCATION/ADDRESS

A portion of Tax Parcels 500, 5, and 1, Section 4, Township 30, Range 37, and Part of Tract 750 of San Sebastian Farms, Section 5, Township 30, Range 37 Brevard County, Florida

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#### SUMMARY OF REQUEST

Final Planned Unit Development approval for a 570-unit residential subdivision to be known as Cypress Bay West Phase 2 PUD.

##### Existing Zoning

PUD, Planned Unit Development

##### Existing Land Use

Single-Family Residential Use and Multiple-Family Residential Use

##### Site Improvements

Vacant, Unimproved Land (Former Orange Groves)

##### Site Acreage

185.747 acres

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#### SURROUNDING ZONING & USE OF LAND

##### North

PUD; Cypress Bay West Phase I, The Courtyards at Waterstone; Single-Family Homes

##### East

PUD; The Courtyards Waterstone PUD; Single-Family Homes; and Undeveloped Lands

##### South

Davis Lane; City Limit

##### West

PUD; Waterstone at Palm Bay; Undeveloped Lands

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#### COMPREHENSIVE PLAN COMPATIBILITY

A planned unit development is compliant with both future land use designations of the subject properties. The proposed density is 3.07 units per acre, which is below the maximum density defined in the City's Comprehensive Plan for Single-Family Residential Use up to (5 units per acre) and well below the 10 units per acre by the Multiple Family Residential Future Land Use categories.

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**BACKGROUND:**

The subject property is located south of Mara Loma Boulevard SE and west of Babcock Street SE. Specifically, a portion of Tax Parcels 500, 5, and 1, Section 4, Township 30, Range 37, and Part of Tract 750 of San Sebastian Farms, Section 5, Township 30, Range 37 Brevard County, Florida. This Final PUD request includes approximately 185.747 acres of land.

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

The total encumbered remaining units by Final Development Plan without this current application being counted are as follows: 1,548 units on the west side of Babcock Street and 362 units on the east side of Babcock Street.

**ANALYSIS:**

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

Specifically, the FDP proposes a 446-unit single-family development and 124 townhome development that will be constructed in multiple phases. Per the FDP, average lots within the residential development are 50' x 125'. The proposed minimum size home is 1,600 square feet, and the minimum size townhome is 1500 square feet. The development will consist of gated entrances with two amenity centers, each with its own pool, playground, passive recreation areas, stormwater management ponds, and private roadways. The master amenity center will include an oversized pool and slide, with a fitness center and picnic/play areas. Mara Loma Bouvard will be built and extended to a new roadway called Journey Drive which will be connected to Babcock Street SE.

**CONDITIONS:**

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

- Fully engineered construction drawings.
- A Subdivision Plat meeting Ch.177 of Florida State Statute requirements and a title opinion.
- The technical comments generated by the Development Review Staff (attached) shall be observed and incorporated into the engineered construction drawings.
- Mara Loma Boulevard right-of-way dedication and Journey Drive shall not be accepted by the City of Palm Bay for operation and maintenance until and unless the Developer requests acceptance through the process promulgated in Chapter 182 of the City of Palm Bay's Code of Ordinances. Upon commencement of said process, staff will determine if acceptance of the Mara Loma Boulevard Extension and Journey Drive would provide a public benefit and that current City of Palm Bay construction standards are met.
- An updated traffic study including traffic counts for Cypress Bay West Phase 2 shall be provided. This is to facilitate the determination of the Proportionate Fair Share that may be due from the Developer towards the traffic impact improvements at associated segments along Babcock Street. These were previously recommended in the 2017 Waterstone Traffic Impact Study for the 2025 build-out.

**STAFF RECOMMENDATION:**

Case FD-30-2021 is recommended for approval, subject to the staff comments contained in this report.

## **TECHNICAL COMMENTS**

### **CASE FD-30-2021 – Cypress Bay West Phase II PUD**

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

##### Engineering Comments:

1. Note 7 - Until discussion between the developer and the City confirms responsibility of maintenance of all utilities and roadway improvements, Note 7 on the plat is subject to amendment
2. Note 11 - Please modify the language to read as follows "Please note that easements on the "D" and "L" tracts and any easements that provide connectivity such as lot line pipe shall be dedicated to the 'City' for emergency access to stormwater utilities.
3. Title opinion or property information report shall be updated and submitted to staff for review at the time of Final Plat review.
4. Updated traffic counts for Cypress Bay West Phase 2 shall be provided, and a determination of the Proportionate Fair Share due from the Developer towards traffic impact improvements at associated segments along Babcock St. that have been recommended in the 2017 Waterstone Traffic Impact Study for 2025 build out.
5. Drainage easement granted to the City of Palm Bay for emergency access to the final outfall. Maintenance or outfall pipe replacement based on the condition of the outfall may be necessary
6. Right of way and Driveway permit applicable for development improvements.
7. Journey Dr. improvements shall be privately maintained until publicly accepted for maintenance per Chapter 182
8. Inspection fees and 2-year maintenance bond per City requirements applicable
9. CDD/HOA Cross access, drainage, and utility maintenance agreement required. Easements shall encompass a flat unobstructed area large enough for heavy equipment operation if necessary.
10. All roadway improvements and driveways shall per City PW manual requirements; turn lane dimensions associated with Cypress Bay West II shall be per traffic study requirements. All D/W radii shall be minimum 35 ft.
11. Include Utility chase pipes under roadways for future development.

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

1. The applicant/owner, at their expense, will be required to design, permit, install, inspect, and test water & sewer systems of adequate size to accommodate the development and to

connect to the City's water and sewer system [Section 200.11(d)(1) - On-site Facilities]. Currently, the nearest point of connection to the mainline water distribution system is a 16" PVC pipe on the west end of Mara Loma Boulevard. The nearest point of connection to the mainline wastewater collection system force main is a 10" PVC pipe on the west end of Mara Loma Boulevard.

2. The applicant/owner will be responsible for the property's hydraulic share for the new utilities. Oversizing of utilities at the request of the Utilities Department will be subject to a refunding agreement or refundable advance [Section 200.11(D) &(E)]. The City of Palm Bay's 2017 Wastewater Master Plan & 2017 Water Master Plan, both of which are available upon request, identify proposed mainline extensions with the current piping size requirements.

3. A City of Palm Bay "Utility Agreement" shall be executed between the Property Owner and the City. All Utility impact/connection charges noted in the "Utility Agreement" must be paid as outlined in the terms and conditions of the Utility Agreement. All fees are subject to change annually on October 1. The Property Owner shall submit a certified copy of the property deed as verification of ownership as part of the Utility Agreement.

4. All Utility construction, materials, and testing shall be in accordance with the latest revision of the Palm Bay Utilities Department Policies, Procedures, and Standards Handbook and the Standard Detail Drawings.

5. Prior to any construction, all required FDEP Permit applications for the Water and Sanitary Sewer Construction shall be processed through and copies of the Permits filed with the Utilities Department.

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

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

2. The maximum distance between fire hydrants shall not exceed 800 ft. (244 m).

3. All motorized gates shall include a Siren Operated Switch and Knox Key Switch backup.

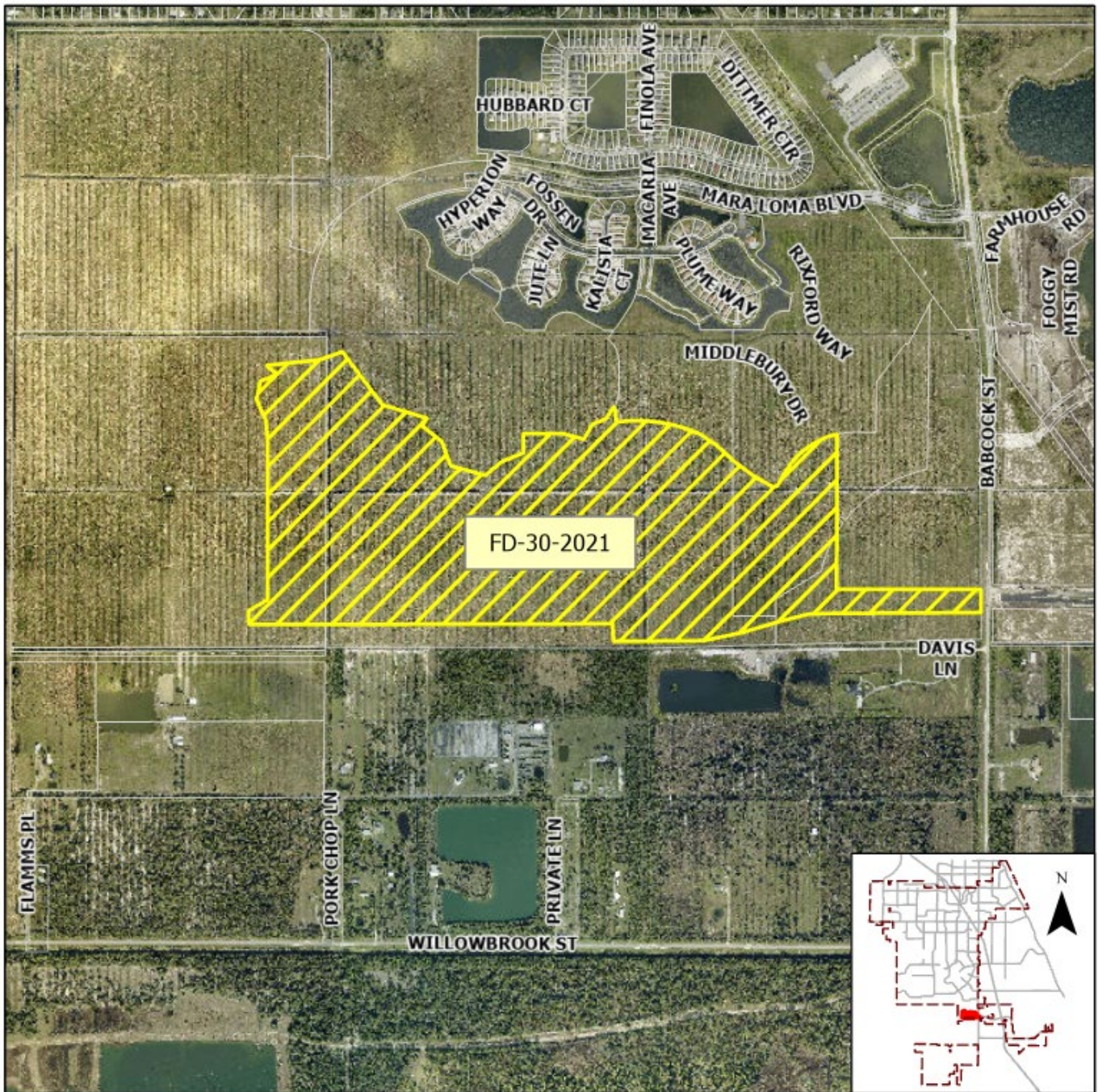
**BUILDING (James Williams, Certified Floodplain Manager):**

1. Multiple lots are in the Unnumbered Floodzone A. A FEMA CLOMR must be obtained before construction to obtain a FEMA approved Base Flood Elevation to be used on floodplain permits for the affected lots. On completion of construction an approved FEMA LOMR will be required to remove affected structures from the Special Flood Hazard Area and the need to carry flood insurance to get a federally insured mortgage.





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



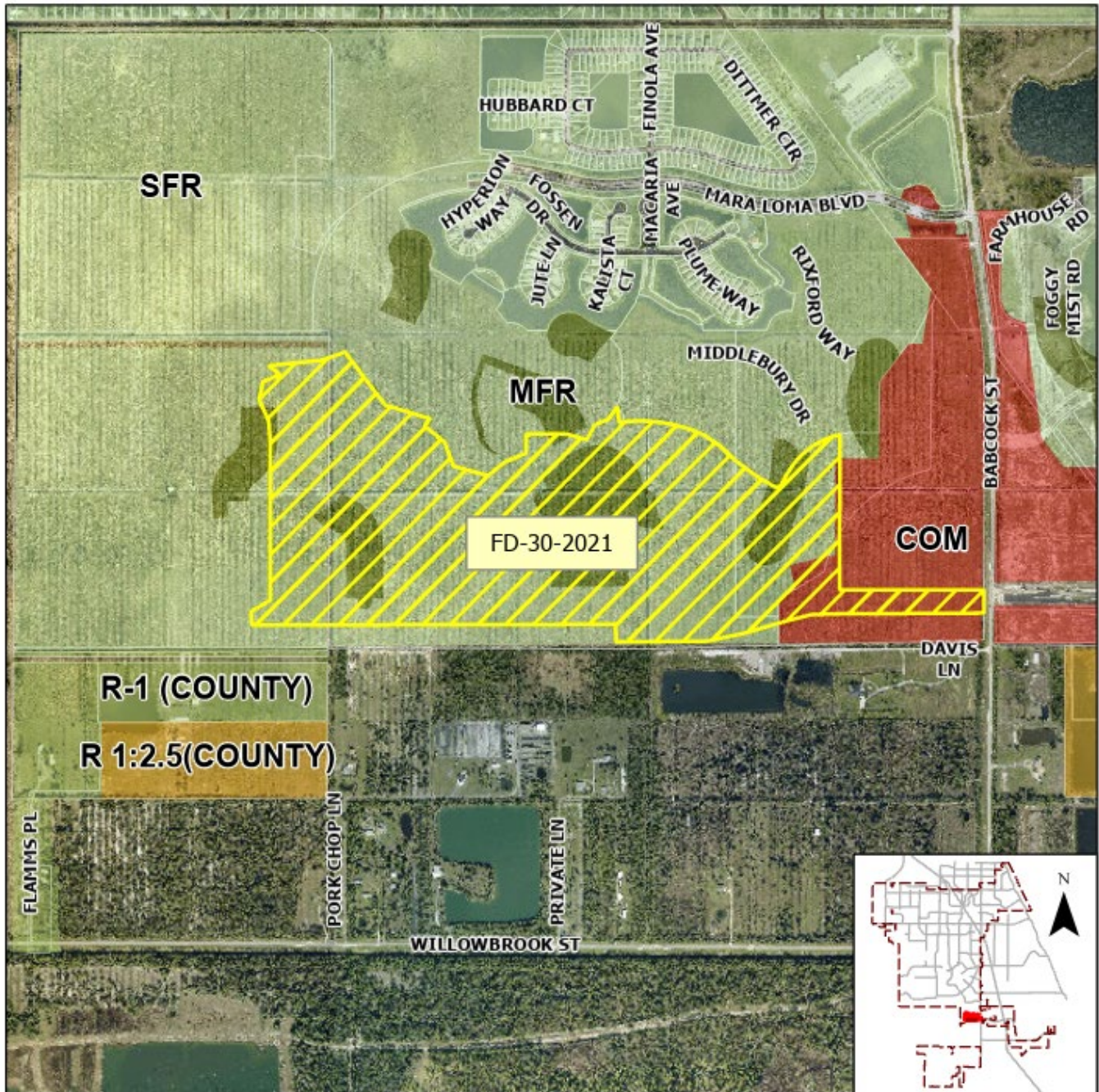
## AERIAL LOCATION MAP CASE: FD-30-2021

### Subject Property

West of and adjacent to Babcock Street, in the vicinity south of Mara Loma Boulevard SE



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



## FUTURE LAND USE MAP

**CASE: FD-30-2021**

### Subject Property

West of and adjacent to Babcock Street, in the vicinity south of Mara Loma Boulevard SE

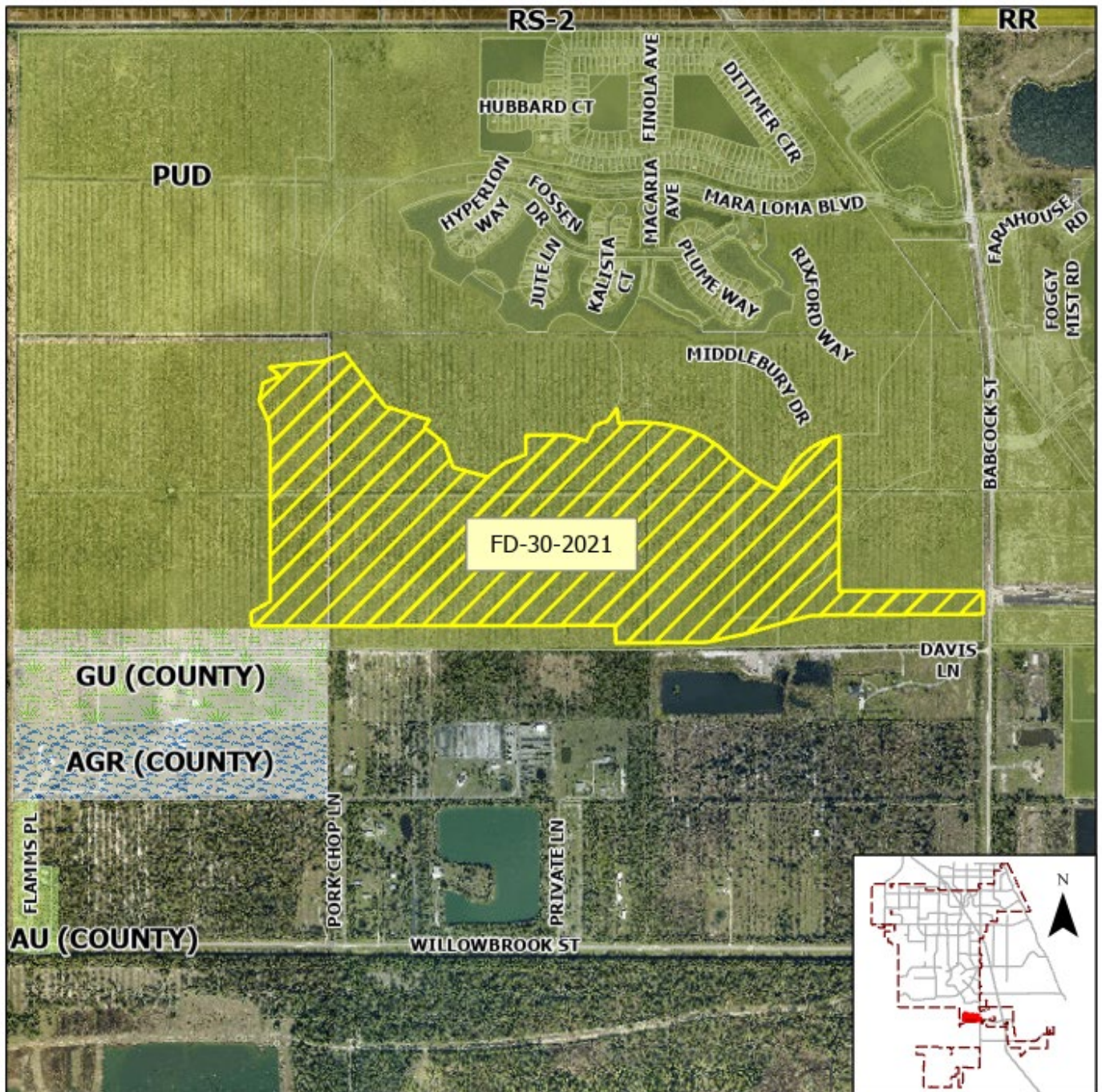
### Future Land Use Classification

SFR, MFR, COM – Single Family Residential Use, Multi-Family Residential Use, Commercial Use





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



## ZONING MAP

## CASE: FD-30-2021

### Subject Property

West of and adjacent to Babcock Street, in the vicinity south of Mara Loma Boulevard SE

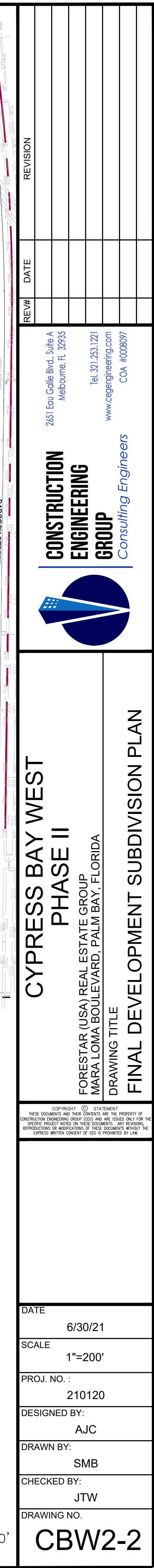
### Current Zoning Classification

PUD – Planned Unit Development





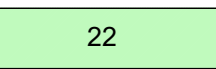
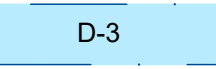

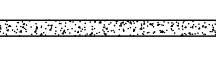









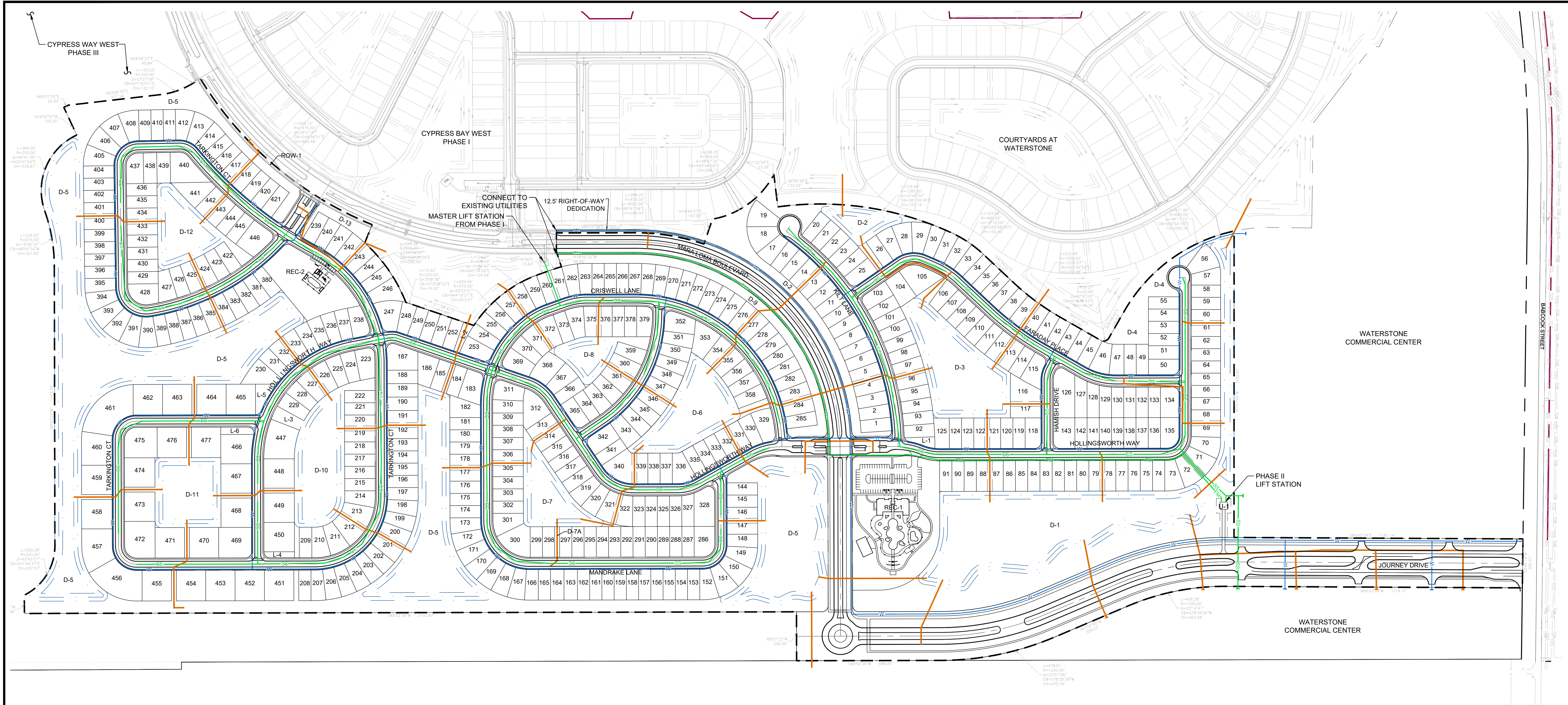


# LEGEND:

PROJECT BOUNDARY	
POND CONTOURS	
STORM PIPE	
RECREATION, LANDSCAPING AND OPEN SPACE	
SINGLE FAMILY LOTS	
STORMWATER TREATMENT POND	
ROADWAY	
CONCRETE SIDEWALK	
WATER MAIN	
SANITARY SEWER LINE	
FORCE MAIN	







FINAL DEVELOPMENT UTILITY PLAN  
1"=150'

LEGEND:

PROJECT BOUNDARY	---
POND CONTOURS	- - - -
STORM PIPE	---
WATER MAIN	-W-
SANITARY SEWER LINE	-SS-
FORCE MAIN	-FM-



CYPRESS BAY WEST  
PHASE II

FORESTAR USA REAL ESTATE GROUP  
MARLA LOMA BOULEVARD, PALM BAY, FLORIDA

DRAWING TITLE

FINAL DEVELOPMENT UTILITY PLAN

CONSTRUCTION  
ENGINEERING  
GROUP  
Consulting Engineers

261 Egu Calle Blvd, Suite A  
Melbourne, FL 32935  
Tel: 321.253.1221  
www.cegeengineering.com  
COA #008897

REV#	DATE	REVISION

DATE	6/30/21
SCALE	1"=150'
PROJ. NO. :	210120
DESIGNED BY:	AJC
DRAWN BY:	SMB
CHECKED BY:	JTW
DRAWING NO.	CBW2-3



DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THE LIMITED LIABILITY COMPANY NAMED BELOW, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN:

CYPRESS BAY WEST PHASE 2

HEREBY DEDICATES SAID LANDS AND PLAT FOR THE USES AND PURPOSES THEREIN EXPRESSED AND DEDICATES ALL PUBLIC UTILITY EASEMENTS AS DESCRIBED HEREON TO THE CITY OF PALM BAY FOR THE PERPETUAL USE OF THE PUBLIC; AND DEDICATES AND CONVEYS TO THE CITY OF PALM S JOURNEY DRIVE, ALSO SHOWN AS TRACT "RW-1", S MARA LOMA BOULEVARD, ALSO SHOWN HEREON AS TRACT "RW-2", AND TRACT "ROW-1", AND HEREBY FURTHER DEDICATES TO THE CITY OF PALM BAY A PERPETUAL EASEMENT OVER AND ACROSS THE RIGHTS OF WAY OF ALL STREETS AND ROADS SHOWN HEREON FOR INGRESS AND EGRESS FOR PUBLIC SERVICE AND EMERGENCY VEHICLES. NO OTHER EASEMENTS ARE HEREBY DEDICATED OR GRANTED TO THE PUBLIC, IT BEING THE INTENTION OF THE UNDERSIGNED THAT OTHER EASEMENTS AND COMMON AREAS SHOWN HEREON BE PRIVATELY OWNED AND MAINTAINED THAT THE PUBLIC AND THE CITY OF PALM BAY HAVE NO RIGHT OR INTEREST THEREIN.

IN WITNESS WHEREOF, THE UNDERSIGNED HAS CAUSED THESE PRESENTS TO BE EXECUTED ON THE DATE SET FORTH BELOW

BY: FORSTAR (USA) REAL ESTATE GROUP INC.  
CHRIS TYREE A DELAWARE CORPORATION  
PRESIDENT 1064 GREENWOOD BLVD  
LAKE MARY, FL 32746

Witness 1: Witness 2:

Print: Print:

STATE OF FLORIDA COUNTY OF BREVARD

THIS IS TO CERTIFY, THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF \_ PHYSICAL PRESENCE OR \_ ONLINE NOTARIZATION, THIS DAY OF \_ 2021 BY CHRIS TYREE OF FORSTAR (USA) REAL ESTATE GROUP INC., A DELAWARE CORPORATION, ON BEHALF OF THE CORPORATION. HE/SHE IS PERSONALLY KNOWN TO ME OR HAS PRODUCED \_ AS IDENTIFICATION.

Notary Public

My Commission Expires: \_

CERTIFICATE OF PLATTING SURVEYOR

KNOWN ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED BEING A LICENSED AND REGISTERED LAND SURVEYOR AND MAPPER, DOES HEREBY CERTIFY THAT ON APRIL 30, 2021 HE COMPLETED THE BOUNDARY SURVEY OF THE LANDS AS SHOWN ON THE FOREGOING PLAT; THAT THE BOUNDARY LINES OF THE PLATTERED PARCEL ARE TRUE AND CORRECT REPRESENTATION OF SUCH LINES IN ACCORDANCE WITH SAID BOUNDARY SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS (P.R.M.'S), PERMANENT CONTROL POINTS (P.C.P.'S), AND MONUMENTS ACCORDING TO SECTION 177.091(9), F.S., WILL BE SET UNDER THE GUARANTEES POSTED WITH THE CITY OF PALM BAY COMMISSIONERS FOR THE REQUIRED IMPROVEMENTS; AND, FURTHER, THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES, AS AMENDED.

DATE: JUNE 23, 2021

ROBERT R. DOERRER, JR., P.L.S. NO. 3982  
HORIZON SURVEYORS OF CENTRAL FLORIDA, INC.  
390 POKIANA DRIVE, MELBOURNE, FLORIDA 32935  
CERTIFICATE OF AUTHORIZATION LB 6360

CERTIFICATE OF REVIEWING SURVEYOR

I HEREBY CERTIFY, THAT I HAVE REVIEWED THE FOREGOING PLAT AND FIND THAT IT IS IN CONFORMITY WITH CHAPTER 177, PART 1, FLORIDA STATUTES.

JOSEPH N. HALE, LB 6366  
REVIEWING SURVEYOR FOR THE CITY OF PALM BAY

CERTIFICATE OF APPROVAL  
BY MUNICIPALITY

ATTEST: THIS IS TO CERTIFY, THAT ON \_\_\_\_\_  
THE \_\_\_\_\_  
APPROVED THE FOREGOING PLAT.

MAYOR

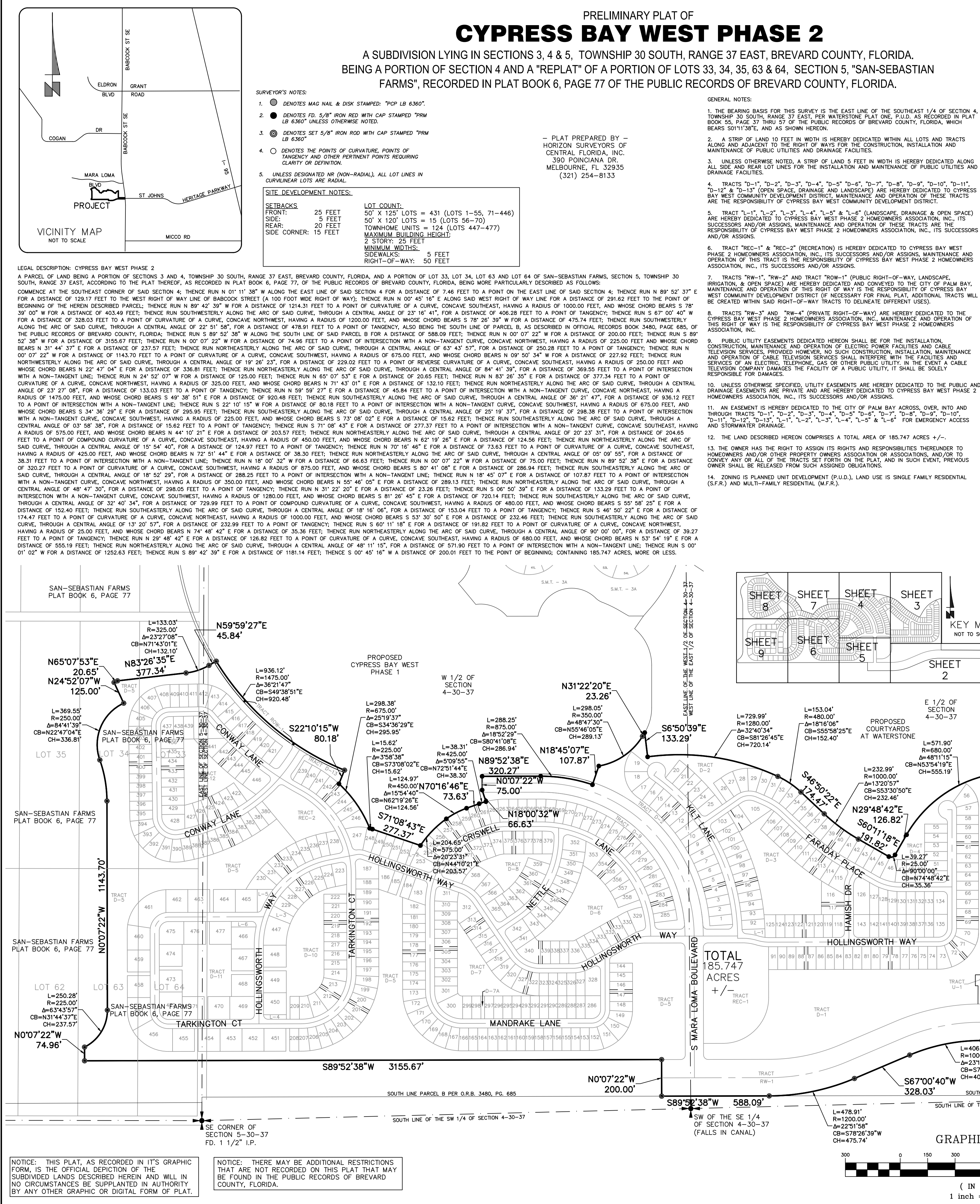
CITY CLERK

CERTIFICATE OF CLERK

I HEREBY CERTIFY, THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES, IN FORM, WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES AND WAS FILED FOR RECORD ON, \_\_\_\_\_ AT \_\_\_\_\_

FILE # \_\_\_\_\_

CLERK OF CIRCUIT COURT  
IN AND FOR BREVARD COUNTY, FLORIDA

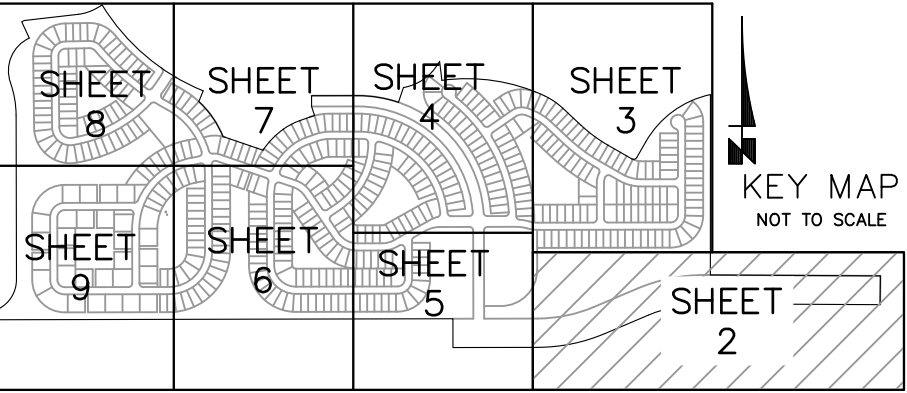


— PLAT PREPARED BY —  
HORIZON SURVEYORS OF  
CENTRAL FLORIDA, INC.  
390 POINCIANA DR.  
MELBOURNE, FL 32935  
(321) 254-8133

PRELIMINARY PLAT OF  
**CYPRESS BAY WEST PHASE 2**

A SUBDIVISION LYING IN SECTIONS 3, 4 & 5, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA.  
BEING A PORTION OF SECTION 4 AND A "REPLAT" OF A PORTION OF LOTS 33, 34, 35, 63 & 64, SECTION 5, "SAN-SEBASTIAN FARMS", RECORDED IN PLAT BOOK 6, PAGE 77 OF  
THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

PLAT BOOK — PAGE —  
SHEET 2 OF 9  
SECTIONS 4 & 5, 30 SOUTH, RNG 37 EAST



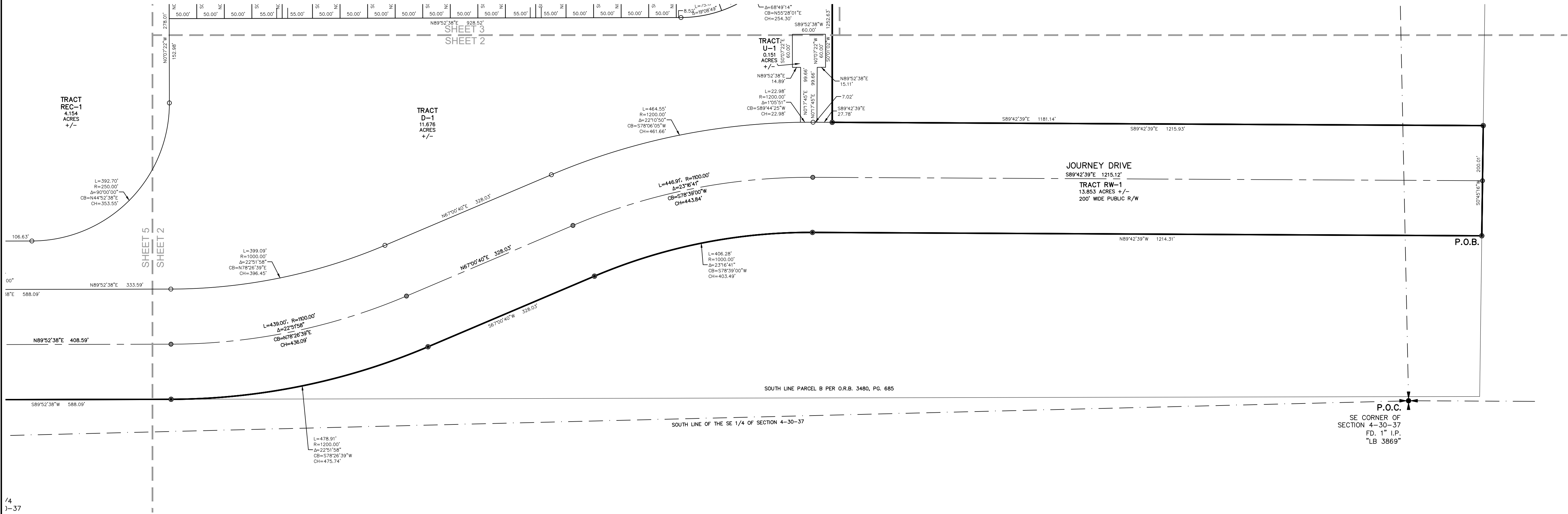
LEGEND OF ABBREVIATIONS

BRG	=	BEARING
C	=	CURVE DESIGNATION
CH	=	CHORD
C.M.	=	CONCRETE MONUMENT
D	=	DELTA (CENTRAL ANGLE)
E.O.A.	=	E.O.A.
ESMT	=	EASEMENT
FD.	=	FOUND
FPL	=	FLORIDA POWER & LIGHT COMPANY
I.R.	=	IRON ROD
L	=	LENGTH OF ARC
L.B.	=	LICENSED BUSINESS
NAD	=	NORTH AMERICAN DATUM
NAVJ	=	NORTH AMERICAN VERTICAL DATUM
NOVD	=	NORTH AMERICAN VERTICAL DATUM
N/D	=	NAIL & DISK
NR	=	NON RADIAL
NTC	=	NON TANGENT CURVE
NTL	=	NON TANGENT LINE
O.R.B.	=	OFFICIAL RECORDS BOOK
PC	=	POINT OF CURVATURE
POP	=	PERMANENT CONTROL POINT
PID	=	PERMINT IDENTIFIER
PG.	=	PAGE
PI	=	POINT OF INTERSECTION
P.O.B.	=	POINT OF BEGINNING
P.O.C.	=	POINT OF COMMENCEMENT
PROP.	=	PROPOSED
PRC	=	POINT OF REVERSE CURVATURE
PR.D.E.	=	PRIVATE DRAINAGE EASEMENT
PRM	=	PERMANENT REFERENCE MONUMENT
PT	=	POINT OF TANGENCY
P.U.E.	=	PUBLIC UTILITY
P.U. & D.E.	=	PUBLIC UTILITY & DRAINAGE EASEMENT
R	=	RADIUS
RNG	=	RANGE
R/W	=	RIGHT OF WAY
SSMH	=	SANITARY SEWER MANHOLE
TWP.	=	TOWNSHIP

SURVEYOR'S NOTES:

1. ● DENOTES MAG NAIL & DISK STAMPED: "PCP LB 6360".
2. ● DENOTES FD. 5/8" IRON RED WITH CAP STAMPED "PRM LB 6360" UNLESS OTHERWISE NOTED.
3. ● DENOTES SET 5/8" IRON ROD WITH CAP STAMPED "PRM LB 6360".
4. ○ DENOTES THE POINTS OF CURVATURE, POINTS OF TANGENCY AND OTHER PERTINENT POINTS REQUIRING CLARITY OR DEFINITION.
5. UNLESS DESIGNATED NR (NON-RADIAL), ALL LOT LINES IN CURVILINEAR LOTS ARE RADIAL.

GRAPHIC SCALE



NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF PLAT.

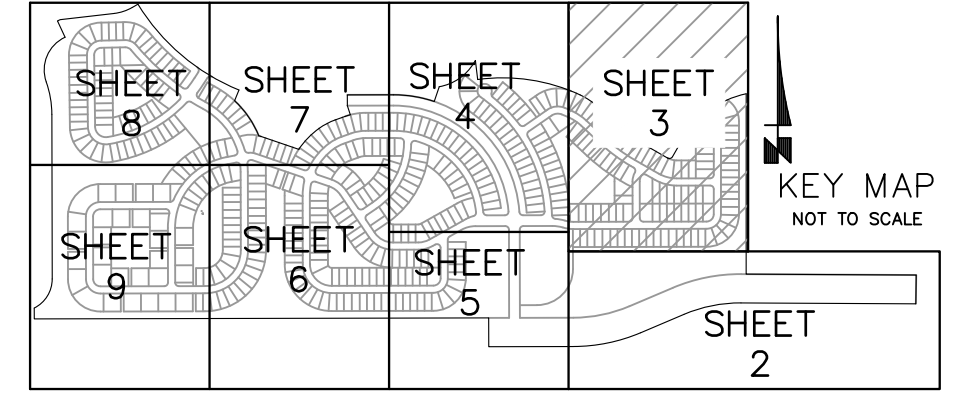


— PLAT PREPARED BY —  
HORIZON SURVEYORS OF  
CENTRAL FLORIDA, INC.  
390 POINCIANA DR.  
MELBOURNE, FL 32935  
(321) 254-8133

PRELIMINARY PLAT OF  
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SHEET 3 OF 9  
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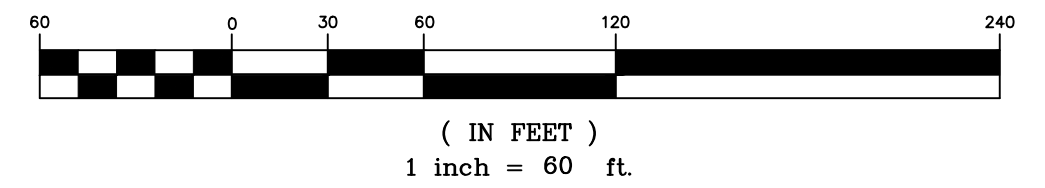


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PR.D.E.	=	PRIVATE DRAINAGE EASEMENT
PRM	=	PERMANENT REFERENCE MONUMENT
PT	=	POINT OF TANGENCY
P.U. & D.E.	=	PUBLIC UTILITY & DRAINAGE EASEMENT
R	=	RADIUS
RNG	=	RANGE
R/W	=	RIGHT OF WAY
SMH	=	SANITARY SEWER MANHOLE
TWP	=	TOWNSHIP

- SURVEYOR'S NOTES:
- DENOTES MAG NAIL & DISK STAMPED: "POP LB 6360".
  - DENOTES FD, 5/8" IRON RED WITH CAP STAMPED "PRM LB 6360" UNLESS OTHERWISE NOTED.
  - ⊙ DENOTES SET 5/8" IRON ROD WITH CAP STAMPED "PRM LB 6360".
  - DENOTES THE POINTS OF CURVATURE, POINTS OF TANGENCY AND OTHER PERTINENT POINTS REQUIRING CLARITY OR DEFINITION.
  - UNLESS DESIGNATED NR (NON-RADIAL), ALL LOT LINES IN CURVILINEAR LOTS ARE RADIAL.

GRAPHIC SCALE



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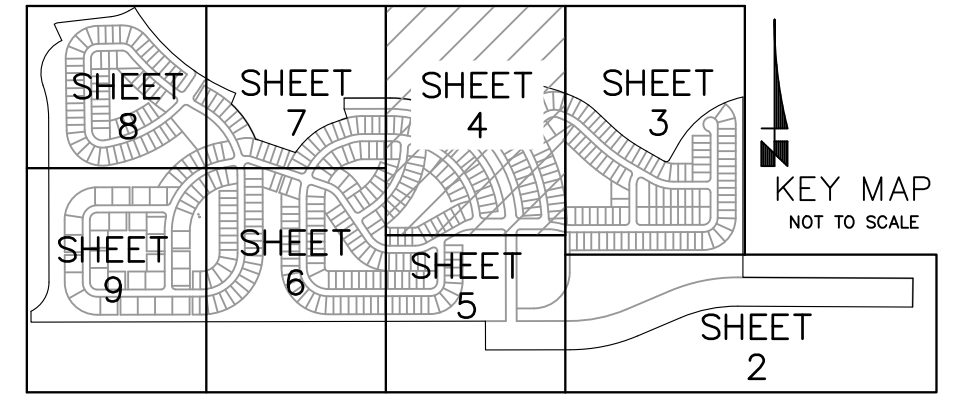


— PLAT PREPARED BY —  
HORIZON SURVEYORS OF  
CENTRAL FLORIDA, INC.  
390 POINCIANA DR.  
MELBOURNE, FL 32935  
(321) 254-8133

PRELIMINARY PLAT OF  
**CYPRESS BAY WEST PHASE 2**

A SUBDIVISION LYING IN SECTIONS 3, 4 & 5, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA.  
BEING A PORTION OF SECTION 4 AND A "REPLAT" OF A PORTION OF LOTS 33, 34, 35, 63 & 64, SECTION 5, "SAN-SEBASTIAN FARMS", RECORDED IN PLAT BOOK 6, PAGE 77 OF  
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PLAT BOOK — PAGE —  
SHEET 4 OF 9  
SECTIONS 4 & 5, 30 SOUTH, RNG 37 EAST



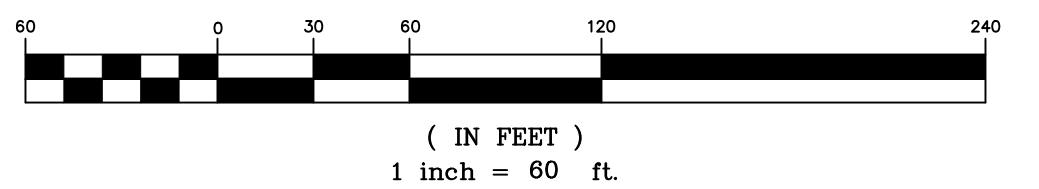
LEGEND OF ABBREVIATIONS

BRG	=	BEARING
C	=	CURVE DESIGNATION
CH	=	CHORD
C.M.	=	CONCRETE MONUMENT
E.O.A.	=	DELTA (CENTRAL ANGLE)
ESMT	=	EASEMENT
FD	=	FLORIDA POWER & LIGHT COMPANY
FPL	=	FOUND
I.R.	=	IRON ROD
L.B.	=	LENGTH OF ARC
LB	=	LICENSED BUSINESS
NAD	=	NORTH AMERICAN DATUM
NAVOD	=	NORTH AMERICAN VERTICAL DATUM
NGVD	=	NORTH AMERICAN VERTICAL DATUM
N/D	=	NAIL & DISK
NR	=	NON RADIAL
NTL	=	NON TANGENT CURVE
NTC	=	NON TANGENT LINE
O.R.B.	=	OFFICIAL RECORDS BOOK
PC	=	POINT OF CURVATURE
P.C.	=	POINT OF COMMENCEMENT
PID	=	PERMANENT IDENTIFIER
PL	=	PAGE
P.O.B.	=	POINT OF BEGINNING
P.O.C.	=	POINT OF COMMENCEMENT
PROP.	=	PROPOSED
PRC	=	POINT OF REVERSE CURVATURE
PRD.E.	=	PRIVATE DRAINAGE EASEMENT
PRM	=	PERMANENT REFERENCE MONUMENT
PT	=	POINT OF TANGENCY
P.U.E.	=	PUBLIC UTILITY
P.U. & D.E.	=	PUBLIC UTILITY & DRAINAGE EASEMENT
R	=	RADIUS
RNG	=	RANGE
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SURVEYOR'S NOTES:

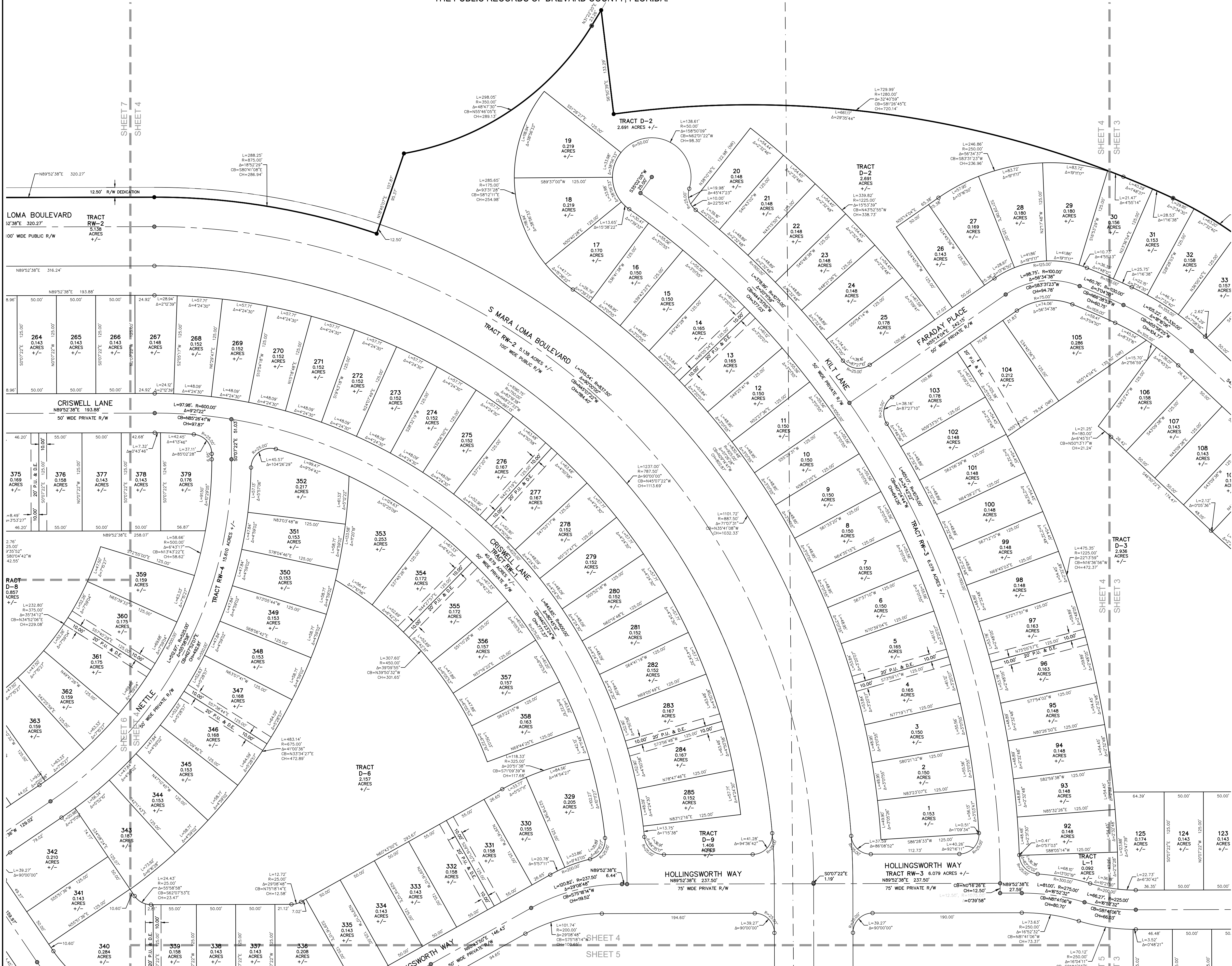
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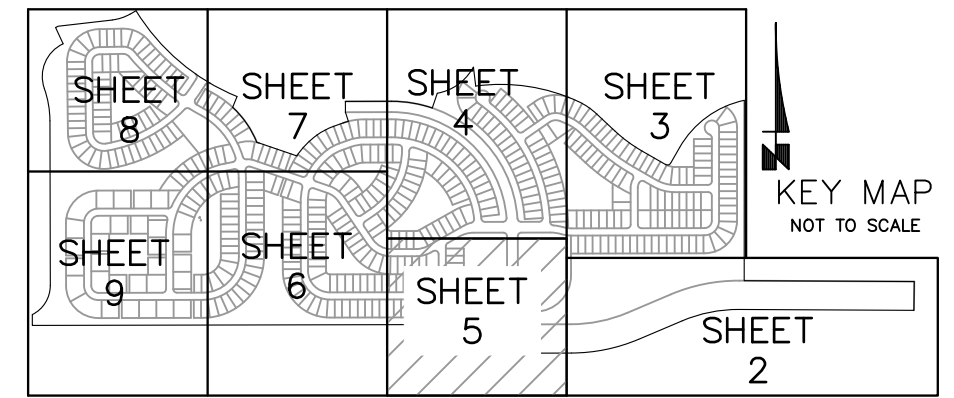


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PRELIMINARY PLAT OF  
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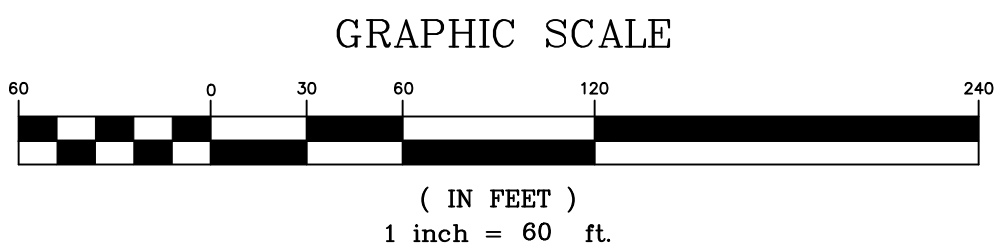
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PLAT BOOK — PAGE —  
SHEET 5 OF 9  
SECTIONS 4 & 5, 30 SOUTH, RNG 37 EAST



LEGEND OF ABBREVIATIONS	
BRG	BEARING
C	CURVE DESIGNATION
CH	CHORD
CM	CONCRETE MONUMENT
Δ	DELTA (CENTRAL ANGLE)
E.O.A.	E.O.A.
ESMT	EASEMENT
FD	FOUND
FPL	FLORIDA POWER & LIGHT COMPANY
IR	IRON ROD
L	LENGTH OF ARC
LB	LICENSED BUSINESS
NAVD	NORTH AMERICAN DATUM
NOVD	NORTH AMERICAN VERTICAL DATUM
N/D	NORTH AMERICAN VERTICAL DATUM
N/D	NAIL & DISK
NR	NON RADIAL
NTC	NON TANGENT CURVE
NTL	NON TANGENT LINE
O.R.B.	OFFICIAL RECORDS BOOK
PC	POINT OF BEGINNING
PCP	POINT OF CURVATURE
PID	PERMANENT IDENTIFIER
PG	PAGE
PI	POINT OF INTERSECTION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
PROP.	PROPOSED
PRC	POINT OF REVERSE CURVATURE
PR.D.E.	PRIVATE DRAINAGE EASEMENT
PRM	PERMANENT REFERENCE MONUMENT
PT	POINT OF TANGENCY
P.U.E.	PUBLIC UTILITY
P.U. & D.E.	PUBLIC UTILITY & DRAINAGE EASEMENT
R	RADIUS
RNG	RANGE
R/W	RIGHT OF WAY
SSMH	SANITARY SEWER MANHOLE
TWP	TOWNSHIP

- SURVEYOR'S NOTES:
1. ● DENOTES MAG NAIL & DISK STAMPED: "TOP LB 6360".
  2. ● DENOTES FD 5/8" IRON ROD WITH CAP STAMPED "PRM LB 6360" UNLESS OTHERWISE NOTED.
  3. ● DENOTES SET 5/8" IRON ROD WITH CAP STAMPED "PRM LB 6360".
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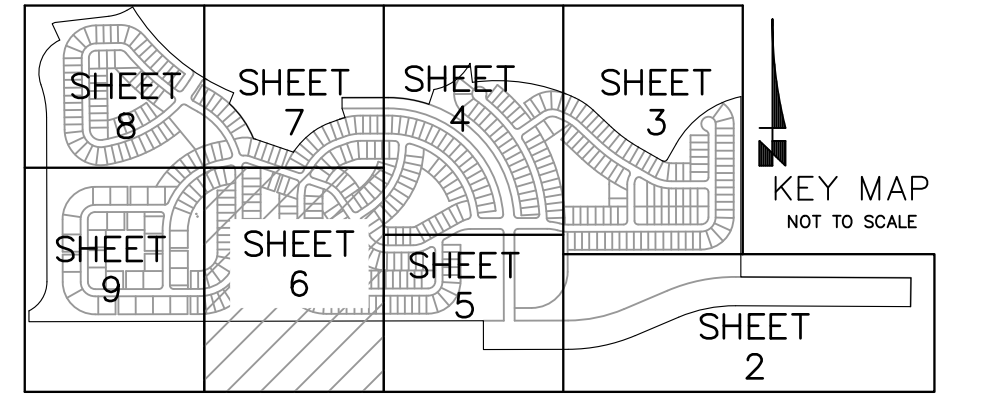


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PLAT BOOK — PAGE —  
SHEET 6 OF 9  
SECTIONS 4 & 5, 30 SOUTH, RNG 37 EAST



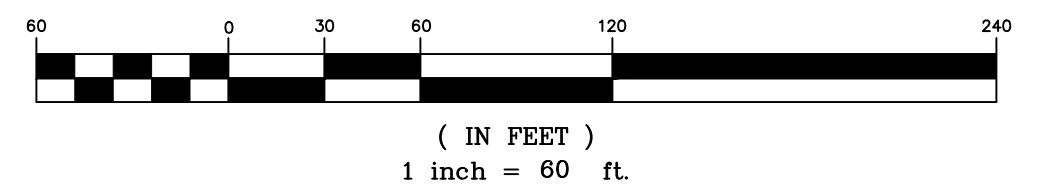
LEGEND OF ABBREVIATIONS

BRG	=	BEARING
C	=	CURVE DESIGNATION
CH	=	CHORD
C.M.	=	CONCRETE MONUMENT
D	=	DELTA (CENTRAL ANGLE)
E.O.A.	=	EASEMENT
EMT	=	EASEMENT
FD.	=	FOUND
FPL	=	FLORIDA POWER & LIGHT COMPANY
IR.	=	IRON ROD
L	=	LENGTH OF ARC
LB	=	LICENSED BUSINESS
NAD	=	NORTH AMERICAN DATUM
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PRM	=	PERMANENT REFERENCE MONUMENT
PT	=	POINT OF TANGENCY
P.U.E.	=	PUBLIC UTILITY
P.U. & D.E.	=	PUBLIC UTILITY & DRAINAGE EASEMENT
R	=	RADIUS
RNG	=	RANGE
R/W	=	RIGHT OF WAY
SSMH	=	SANITARY SEWER MANHOLE
TWP	=	TOWNSHIP

SURVEYOR'S NOTES:

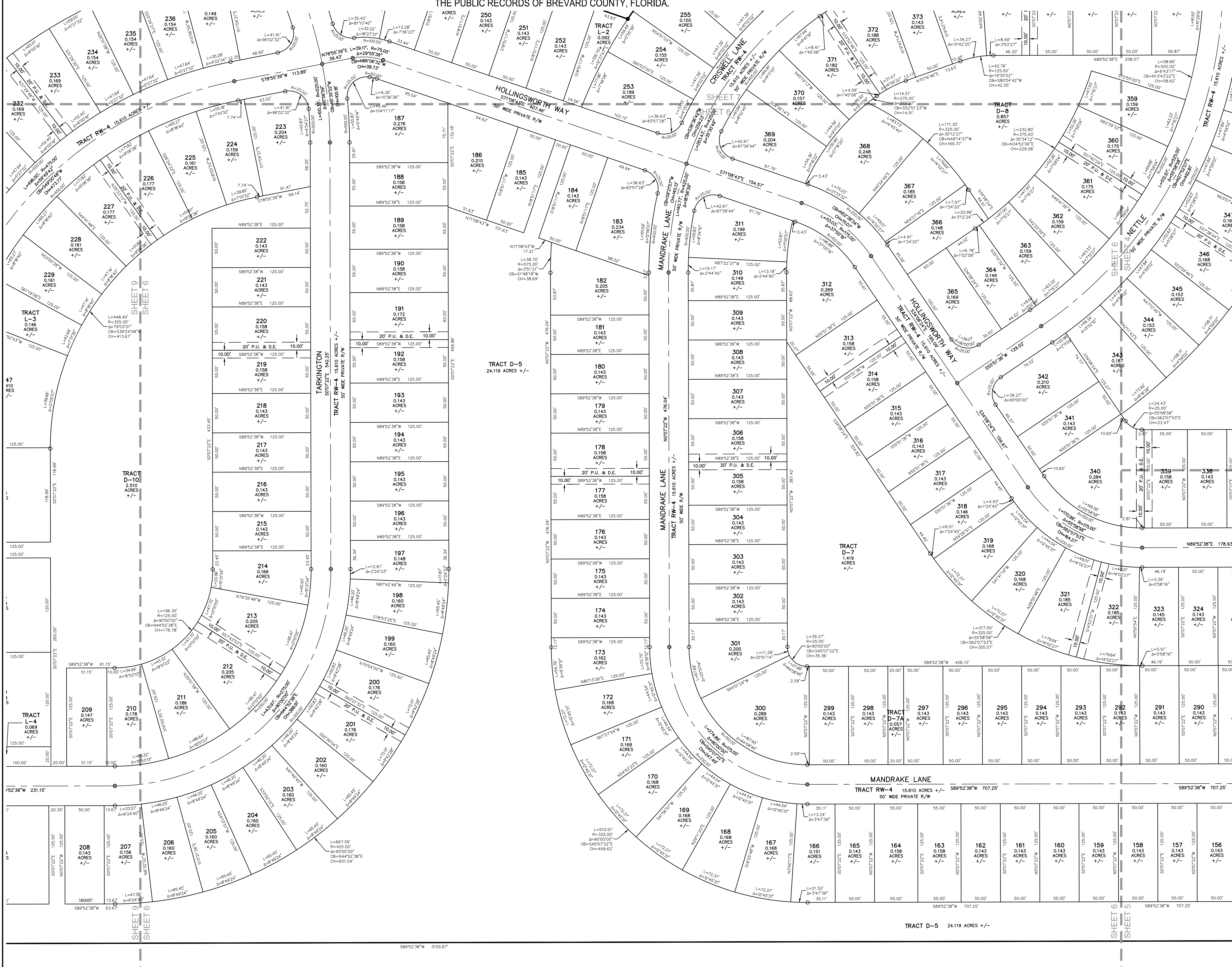
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GRAPHIC SCALE



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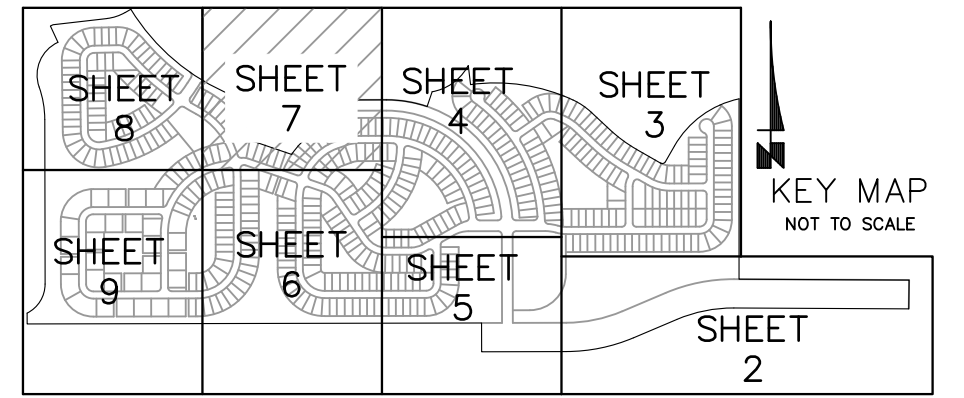


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MELBOURNE, FL 32935  
(321) 254-8133

PRELIMINARY PLAT OF  
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PLAT BOOK — PAGE —  
SHEET 7 OF 9  
SECTIONS 4 & 5, 30 SOUTH, RNG 37 EAST



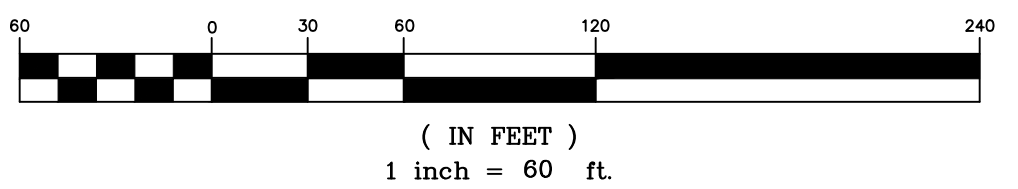
LEGEND OF ABBREVIATIONS

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C	=	CURVE DESIGNATION
CH	=	CHORD
C.M.	=	CONCRETE MONUMENT
D	=	DELTA (CENTRAL ANGLE)
E.O.A.	=	E.O.A.
ESMT	=	EASEMENT
FD.	=	FOUND
FPL	=	FLORIDA POWER & LIGHT COMPANY
I.R.	=	IRON ROD
LB	=	LENGTH OF ARC
NAD	=	NORTH AMERICAN DATUM
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PT	=	POINT OF TANGENCY
P.U.E.	=	PUBLIC UTILITY
P.U. & D.E.	=	PUBLIC UTILITY & DRAINAGE EASEMENT
R	=	RADIUS
RNG	=	RANGE
R/W	=	RIGHT OF WAY
SSMH	=	SANITARY SEWER MANHOLE
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SURVEYOR'S NOTES:

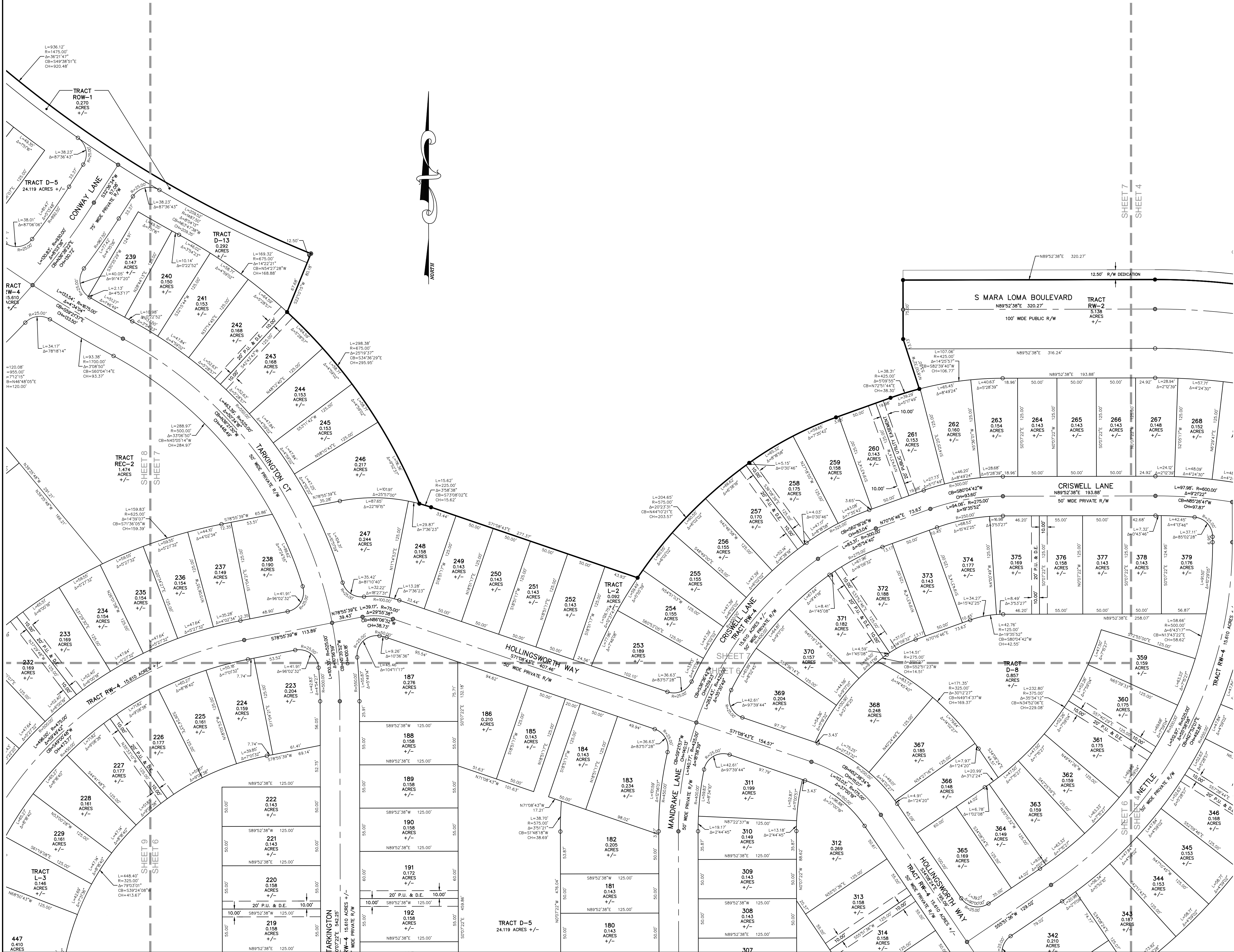
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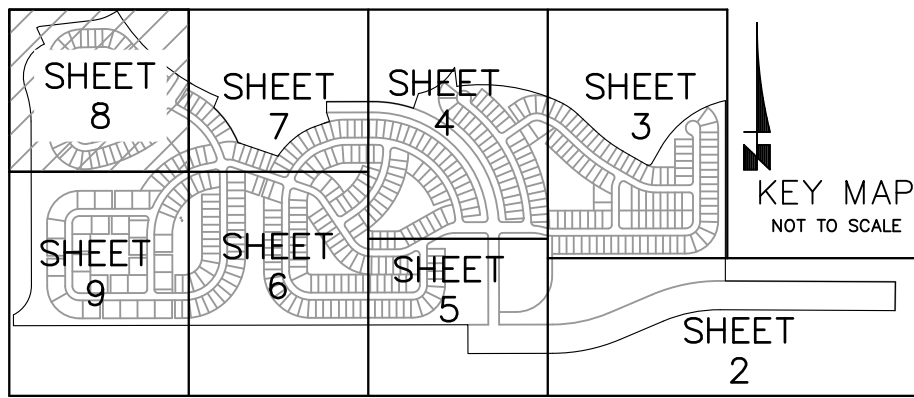


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PRELIMINARY PLAT OF  
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PLAT BOOK — PAGE —  
SHEET 8 OF 9  
SECTIONS 4 & 5, 30 SOUTH, RNG 37 EAST



LEGEND OF ABBREVIATIONS

- |             |   |                                    |
|-------------|---|------------------------------------|
| BRG         | = | BEARING                            |
| C           | = | CURVE DESIGNATION                  |
| CH          | = | CHORD                              |
| C.M.        | = | CONCRETE MONUMENT                  |
| D           | = | DELTA (CENTRAL ANGLE)              |
| E.O.A.      | = | E.O.A.                             |
| ESMT        | = | EASEMENT                           |
| FD          | = | FOUND                              |
| FPL         | = | FLORIDA POWER & LIGHT COMPANY      |
| I.R.        | = | IRON ROD                           |
| L           | = | LENGTH OF ARC                      |
| LB          | = | LICENSED BUSINESS                  |
| NAD         | = | NORTH AMERICAN DATUM               |
| NAVD        | = | NORTH AMERICAN VERTICAL DATUM      |
| NOVD        | = | NORTH AMERICAN VERTICAL DATUM      |
| N/D         | = | NAIL & DISK                        |
| NR          | = | NON RADIAL                         |
| NTC         | = | NON TANGENT CURVE                  |
| N.T.L.      | = | NON TANGENT LINE                   |
| O.R.B.      | = | OFFICIAL RECORDS BOOK              |
| P.C.        | = | POINT OF CURVATURE                 |
| P.C.P.      | = | PERMANENT CONTROL POINT            |
| PID         | = | PERMINT IDENTIFIER                 |
| PI          | = | PAGE                               |
| P.I.        | = | POINT OF INTERSECTION              |
| P.O.B.      | = | POINT OF BEGINNING                 |
| P.O.C.      | = | POINT OF COMMENCEMENT              |
| PROP.       | = | PROPOSED                           |
| PRC         | = | POINT OF REVERSE CURVATURE         |
| PR.D.E.     | = | PRIVATE DRAINAGE EASEMENT          |
| PRM         | = | PERMANENT REFERENCE MONUMENT       |
| P.T.        | = | POINT OF TANGENCY                  |
| P.U.        | = | PUBLIC UTILITY                     |
| P.U. & D.E. | = | PUBLIC UTILITY & DRAINAGE EASEMENT |
| R           | = | RADIUS                             |
| RNG         | = | RANGE                              |
| R/W         | = | RIGHT OF WAY                       |
| SSH         | = | SANITARY SEWER MANHOLE             |
| TWP         | = | TOWNSHIP                           |

SURVEYOR'S NOTES:

1. ● DENOTES MAG NAIL & DISK STAMPED: "PCP LB 6360".
2. ● DENOTES 5/8" IRON RED WITH CAP STAMPED "PRM LB 6360" UNLESS OTHERWISE NOTED.
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GRAPHIC SCALE



( IN FEET )  
1 inch = 60 ft.

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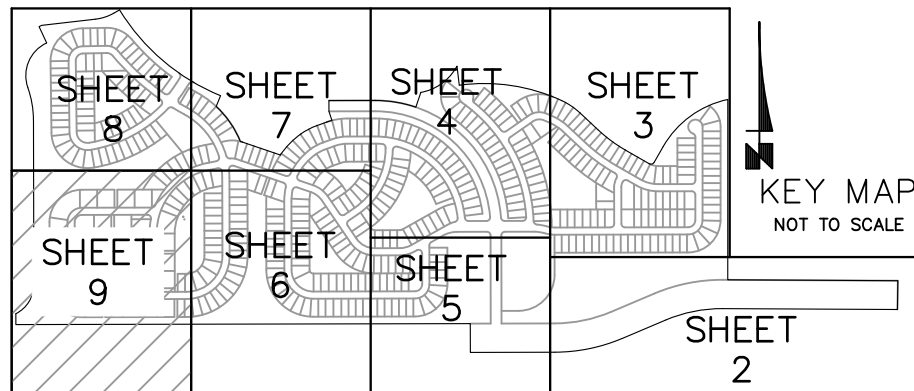
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PRELIMINARY PLAT OF  
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PLAT BOOK      PAGE       
SHEET 9 OF 9  
SECTIONS 4 & 5, 30 SOUTH, RNG 37 EAST



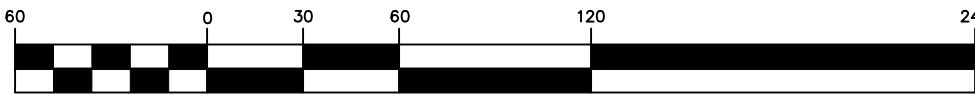
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RNG	==	RANGE
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SSMH	==	SANITARY SEWER MANHOLE
TWP	==	TOWNSHIP

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- DENOTES MAG NAIL & DISK STAMPED: "PCP LB 6.360".
- DENOTES FD, 5/8" IRON ROD WITH CAP STAMPED "PRM LB 6.360" UNLESS OTHERWISE NOTED.
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GRAPHIC SCALE



NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF PLAT.





## LAND DEVELOPMENT DIVISION

120 Malabar Road SE • Palm Bay, FL 32907 • Telephone: (321) 733-3042

[Landdevelopmentweb@palmbayflorida.org](mailto:Landdevelopmentweb@palmbayflorida.org)

## FINAL DEVELOPMENT PLAN 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.

### APPLICATION AMENDMENT TYPE:

- ☒ **PUD** - Planned Unit Development ([Section 185.067](#))
- ☐ **PMU** - Parkway Mixed Use District (Final Design Plan) ([Section 185.057\(C\)](#))
- ☐ **PCRD** - Planned Community Redevelopment District ([Section 185.055\(L\)](#))
- ☐ **RAC** - Regional Activity Center District ([Section 185.056\(C\)](#))

### PROPOSED DEVELOPMENT NAME:

Cypress Bay West Phase II

### PARCEL ID(S):

30-37-04-00-500; 30-37-04-00-5; 30-37-04-00-1

### TAX ACCOUNT NUMBER(S):

3000216; 301111; 3000215;

### LEGAL DESCRIPTION OF THE PROPERTY COVERED BY THIS APPLICATION: (attach additional sheets if necessary):

See Attached



CITY OF PALM BAY, FLORIDA  
FINAL DEVELOPMENT PLAN APPLICATION  
PAGE 2 OF 4

SIZE OF AREA COVERED BY THIS APPLICATION (calculate acreage):

+/- 185.66

TOTAL LOTS PROPOSED (list by use):

570

DEVELOPER See attached listing

Full Address

Telephone

Email

ENGINEER

Jake Wise, PE- Construction Engineering Group, LLC

Full Address

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

Telephone

321-610-1760

Email

jwise@cegengineering.com

SURVEYOR

Horizon Surveyors of Central Florida, Inc

Full Address

390 Poinicana Drive; Melbourne, FL 32935

Telephone

321-254-8133

Email

bob@horizonsurveyors.com

FINAL DEVELOPMENT PLAN CRITERIA FOR SUBMITTAL:

- 1) Two (2) copies of the Final Development Plan and supporting documentation shall be attached to the application. The final plan and supporting documentation **must also be provided on memory drive.**
- 2) Layout of the development plan shall be in plat form that meets the requirements of Florida Statute Chapter 177.
- 3) The Final Development Plan shall contain the information required per the City of Palm Bay Land Development Code section for a PUD, PMU, PCRD, or RAC. **Additional conditions must be met and incorporated into the site plan for the specific type of development requested (PUD, PMU, PCRD, RAC).** The additional criteria is listed in the Code of Ordinances and available from staff.

**CITY OF PALM BAY, FLORIDA**  
**FINAL DEVELOPMENT PLAN APPLICATION**  
**PAGE 3 OF 4**

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

- ☐ \*A \$1,500.00 application fee shall accompany the Final Development Plan application for the purposes of administration. Make Check payable to "City of Palm Bay."
- ☐ Final Development Plan (see aforementioned Final Development Plan Criteria for Submittal).
- ☐ Boundary Survey.
- ☐ Site Sketch to scale with legal descriptions of properties covered by this application.
- ☐ List of legal descriptions of all properties within a 500-foot radius of the boundaries of the property covered by this application, together with the names and mailing addresses (including zip codes) of all respective property owners within the above referenced area. (This should be obtained for a fee from the Brevard County Planning and Zoning Department at (321) 633-2060.)
- ☐ Citizen Participation Plan. Required when a Preliminary Development Plan application was not submitted. Refer to Section 169.005 of the Land Development Code for guidelines.
- ☐ School Board of Brevard County School Impact Analysis Application (if applicable). The application is obtained from the Planning and Project Management Department of the School Board of Brevard County at (321) 633-1000, extension 11418.
- ☐ Sign(s) posted on the subject property. Refer to Section 51.07(C) of the Legislative Code for guidelines. Staff will provide a sign template.
- ☐ **Where the property owner is not the representative for the request**, a LETTER must be attached giving the notarized consent of the property owner(s) to a representative.

**Name of Representative** Jake Wise, PE- Construction Engineering Group, LLC

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.

CITY OF PALM BAY, FLORIDA  
FINAL DEVELOPMENT PLAN APPLICATION  
PAGE 4 OF 4

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING FINAL DEVELOPMENT PLAN APPLICATION AND THAT THE FACTS STATED IN IT ARE TRUE.

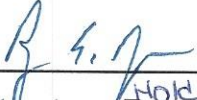
Owner Signature	<u>B.E. Jefferies</u>	Date	<u>6/1/01</u>
Printed Name	<u>Waterstone Holdings, LLC - Benjamin E. Jefferies, Managing Member</u>		
Full Address	<u>2040 Florida A1A #207; Indian Harbour Beach, FL 32937</u>		
Telephone	<u>321-425-3878</u>	Email	<u>ben@waterstonefla.com</u>

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



CITY OF PALM BAY, FLORIDA  
FINAL DEVELOPMENT PLAN APPLICATION  
PAGE 4 OF 4

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING FINAL DEVELOPMENT PLAN APPLICATION AND THAT THE FACTS STATED IN IT ARE TRUE.

Owner Signature	<u></u>	Date	<u>6/1/01</u>
Printed Name	<u>Waterstone Farms, LLC- Benjamin E. Jefferies, Managing Member</u>		
Full Address	<u>2040 Florida A1A #207; Indian Harbour Beach, FL 32937</u>		
Telephone	<u>321-425-3878</u>	Email	<u>ben@waterstonefla.com</u>

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**CITY OF PALM BAY, FLORIDA  
FINAL DEVELOPMENT PLAN APPLICATION  
PAGE 4 OF 4**

**UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING FINAL DEVELOPMENT PLAN APPLICATION AND THAT THE FACTS STATED IN IT ARE TRUE.**

**Owner Signature**  **Date** 6-22-21  
**Printed Name** Forestar (USA) Real Estate Group- Chris Tyree as Division Present  
**Full Address** 1064 Greenwood Blvd; Suite 200; Lake Mary, FL 32746  
**Telephone** 407-832- 3164 **Email** christytyree@forestar.com

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

Ownership Listing

<u>Tax Account/ Parcel ID</u>	<u>Company Name</u>	<u>Address</u>	<u>Phone Number</u>	<u>Email</u>
3000216/ 30-37-04-00-500	Waterstone Farms, LLC	2040 Florida A1A #207; Indian Harbour Beach, FL 32937	321-425-3878	ben@waterstonefla.com
	Forestar (USA) Real Estate Group	1064 Greenwood Blvd; Suite 200; Lake Mary, FL 32746	407-832-3164	christyree@forestar.com
3011111/ 30-37-04-00-5	Waterstone Holdings, LLC	2040 Florida A1A #207; Indian Harbour Beach, FL 32937	321-425-3878	ben@waterstonefla.com
	Forestar (USA) Real Estate Group	1064 Greenwood Blvd; Suite 200; Lake Mary, FL 32746	407-832-3164	christyree@forestar.com
3000215/ 30-37-04-00-1	Waterstone Holdings, LLC	2040 Florida A1A #207; Indian Harbour Beach, FL 32937	321-425-3878	ben@waterstonefla.com
	Forestar (USA) Real Estate Group	1064 Greenwood Blvd; Suite 200; Lake Mary, FL 32746	407-832-3164	christyree@forestar.com



June 22, 20 21

Re: Letter of Authorization

As the property owner of the site legally described as:

30-37-04-00-500

I, Owner Name: Waterstone Farms, LLC- Benjamin E. Jefferies as Managing Member

Address: 2040 Florida A1A #207, Indian Harbour Beach, FL, 32937

Telephone: 321-425-3878

Email: Ben@waterstonefla.com

hereby authorize:

Representative: Jake Wise, PE- Construction Engineering Group, LLC

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

Telephone: 321-610-1760

Email: jwise@cegengineering.com

to represent the request(s) for:

Final Development Plan Application and any/all related submittals

B. E. Jefferies  
(Property Owner Signature)

STATE OF Florida

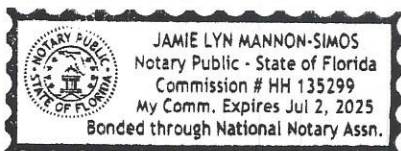
COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 22 day of June, 20 21 by

Benjamin Jefferies, property owner.

Jamie Mannon-Simos  
Jamie Mannon-Simos, Notary Public

☒ Personally Known or ☐ Produced the Following Type of Identification:



June 22, 20 21

**Re: Letter of Authorization**

**As the property owner of the site legally described as:**

30-37-04-00-500

I, Owner Name: Waterstone Farms, LLC- Benjamin E. Jefferies as Managing Member

Address: 2040 Florida A1A #207, Indian Harbour Beach, FL, 32937

Telephone: 321-425-3878

Email: Ben@waterstonefla.com

**hereby authorize:**

Representative: Rochelle W. Lawandales, FAICP

Address: 335 Sherwood Ave, Satellite Beach, FL 32937

Telephone: 321-223-4664

Email: rochelle.lawandales@gmail.com

**to represent the request(s) for:**

Final Development Plan Application and any/all related submittals

B. E. Jefferies

(Property Owner Signature)

STATE OF Florida

COUNTY OF Brevard

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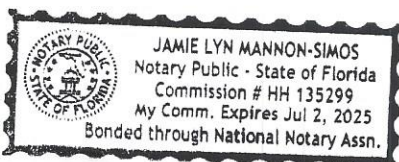
Benjamin Jefferies

, property owner.

Jamie Mannon-Simos

Jamie Mannon-Simos, Notary Public

☒ Personally Known or ☐ Produced the Following Type of Identification:



June 22, 20 21

Re: Letter of Authorization

As the property owner of the site legally described as:

30-37-04-00-5 & 30-37-04-00-1

I, Owner Name: Waterstone Holdings, LLC- Benjamin E. Jefferies as Managing Member

Address: 2040 Florida A1A #207, Indian Harbour Beach, FL, 32937

Telephone: 321-425-3878

Email: Ben@waterstonefla.com

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(Property Owner Signature)

STATE OF Florida

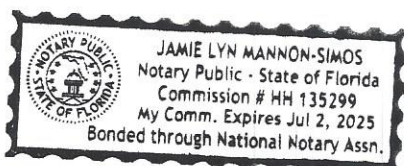
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B. E. Jefferies

(Property Owner Signature)

STATE OF Florida

COUNTY OF Brevard

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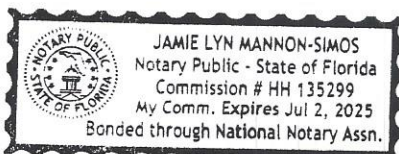
Benjamin Jefferies

, property owner.

Jamie Mannon Simos

Jamie Mannon Simos Notary Public

☒ Personally Known or ☐ Produced the Following Type of Identification:



\_\_\_\_\_, 20\_\_\_\_

Re: Letter of Authorization

**As the property owner of the site legally described as:**

30-37-04-00-500, 30-37-04-00-5 & 30-37-04-00-1

I, Owner Name: Forestar (USA) Real Estate Group- Chris Tyree as Division President

Address: 1064 Greenwood Blvd; Suite 200; Lake Mary, FL 32746

Telephone: 407-832-3164

Email: christytyree@forestar.com

**hereby authorize:**

Representative: Jake Wise, PE- Construction Engineering Group, LLC

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

Telephone: 321-610-1760

Email: jwise@cegengineering.com

**to represent the request(s) for:**

Final Development Plan Application and any/all related submittals

Chris Tyree

(Property Owner Signature)

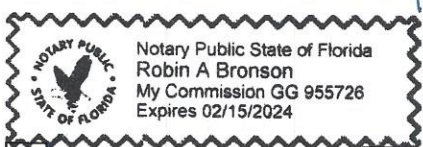
STATE OF Florida

COUNTY OF Brevard Seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 22nd day of June, 2021 by

Chris Tyree

, property owner.



RBronson  
RBronson

, Notary Public

☒ Personally Known or ☐ Produced the Following Type of Identification:

\_\_\_\_\_, 20\_\_\_\_

Re: Letter of Authorization

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30-37-04-00-500, 30-37-04-00-5 & 30-37-04-00-1

I, Owner Name: Forestar (USA) Real Estate Group- Chris Tyree as Division President

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Address: 335 Sherwood Ave, Satellite Beach, FL 32937

Telephone: 321-223-4664

Email: rochelle.lawandales@gmail.com

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Final Development Plan Application and any/all related submittals

Chris Tyree

(Property Owner Signature)

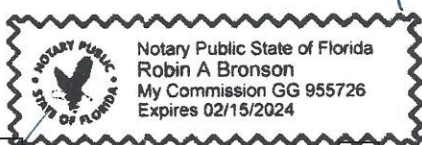
STATE OF Florida

COUNTY OF Brevard Seminole

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Chris Tyree

, property owner.

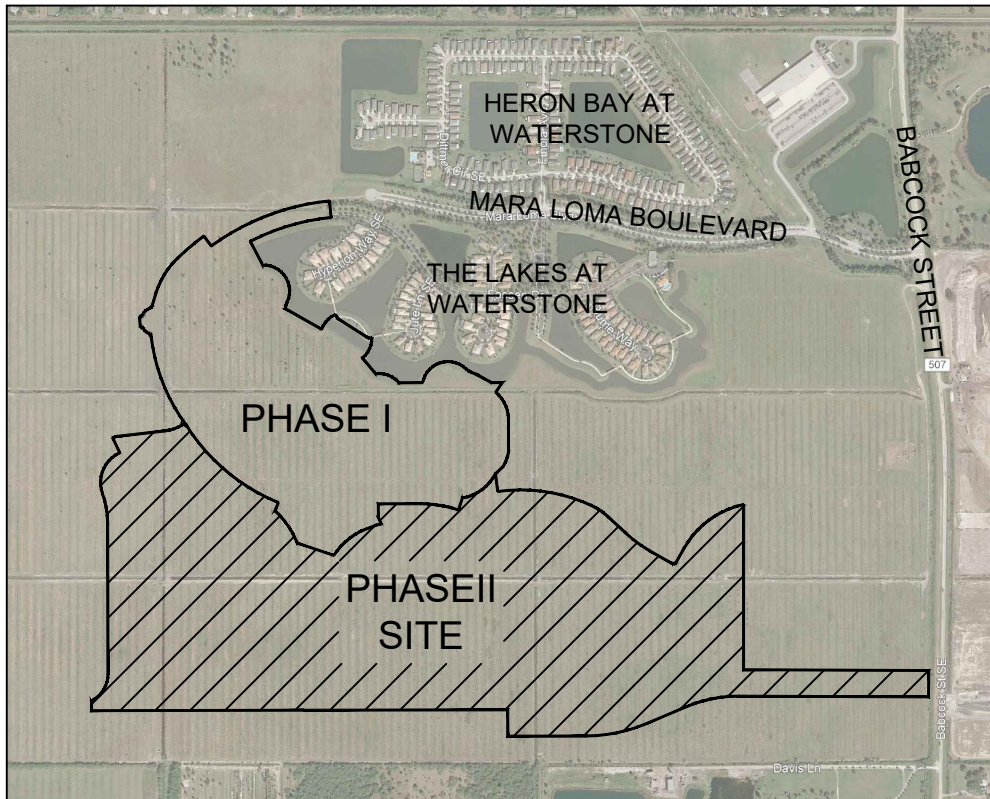


R Bronson  
R Bronson

, Notary Public

☒ Personally Known or ☐ Produced the Following Type of Identification:





## LOCATION MAP

NTS



**CONSTRUCTION  
ENGINEERING  
GROUP**  
Consulting Engineers

2651 Eau Gallie Blvd., Suite A  
Melbourne, FL 32935  
Tel. 321.253.1221  
www.ceengineering.com  
COA #0008097

## CYPRESS BAY WEST PHASE II PALM BAY, FL LOCATION MAP

DATE 5/26/21	
COUNTY BREVARD	APPROVED BY JTW
SCALE NTS	THIS SHEET FIG. 1

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF SECTIONS 3 AND 4, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, AND A PORTION OF LOT 33, LOT 34, LOT 63 AND LOT 64 OF SAN-SEBASTIAN FARMS, SECTION 5, TOWNSHIP 30 SOUTH, RANGE 37 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 77, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 4; THENCE RUN N 01° 11' 38" W ALONG THE EAST LINE OF SAID SECTION 4 FOR A DISTANCE OF 7.46 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 4; THENCE RUN N 89° 52' 37" E FOR A DISTANCE OF 129.17 FEET TO THE WEST RIGHT OF WAY LINE OF BABCOCK STREET (A 100 FOOT WIDE RIGHT OF WAY); THENCE RUN N 00° 45' 16" E ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 291.62 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN N 89° 42' 39" W FOR A DISTANCE OF 1214.31 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 1000.00 FEET, AND WHOSE CHORD BEARS S 78° 39' 00" W FOR A DISTANCE OF 403.49 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 23° 16' 41", FOR A DISTANCE OF 406.28 FEET TO A POINT OF TANGENCY; THENCE RUN S 67° 00' 40" W FOR A DISTANCE OF 328.03 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 1200.00 FEET, AND WHOSE CHORD BEARS S 78° 26' 39" W FOR A DISTANCE OF 475.74 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 22° 51' 58", FOR A DISTANCE OF 478.91 FEET TO A POINT OF TANGENCY, ALSO BEING THE SOUTH LINE OF PARCEL B, AS DESCRIBED IN OFFICIAL RECORDS BOOK 3480, PAGE 685, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN S 89° 52' 38" W ALONG THE SOUTH LINE OF SAID PARCEL B FOR A DISTANCE OF 588.09 FEET; THENCE RUN N 00° 07' 22" W FOR A DISTANCE OF 200.00 FEET; THENCE RUN S 89° 52' 38" W FOR A DISTANCE OF 3155.67 FEET; THENCE RUN N 00° 07' 22" W FOR A DISTANCE OF 74.96 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 225.00 FEET AND WHOSE CHORD BEARS N 31° 44' 37" E FOR A DISTANCE OF 237.57 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 63° 43' 57", FOR A DISTANCE OF 250.28 FEET TO A POINT OF TANGENCY; THENCE RUN N 00° 07' 22" W FOR A DISTANCE OF 1143.70 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 675.00 FEET, AND WHOSE CHORD BEARS N 09° 50' 34" W FOR A DISTANCE OF 227.92 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 19° 26' 23", FOR A DISTANCE OF 229.02 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 250.00 FEET AND WHOSE CHORD BEARS N 22° 47' 04" E FOR A DISTANCE OF 336.81 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 84° 41' 39", FOR A DISTANCE OF 369.55 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN N 24° 52' 07" W FOR A DISTANCE OF 125.00 FEET; THENCE RUN N 65° 07' 53" E FOR A DISTANCE OF 20.65 FEET; THENCE RUN N 83° 26' 35" E FOR A DISTANCE OF 377.34 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 325.00 FEET, AND WHOSE CHORD BEARS N 71° 43' 01" E FOR A DISTANCE OF 132.10 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 23° 27' 08", FOR A DISTANCE OF 133.03 FEET TO A POINT OF TANGENCY; THENCE RUN N 59° 59' 27" E FOR A DISTANCE OF 45.84 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 1475.00 FEET, AND WHOSE CHORD BEARS S 49° 38' 51" E FOR A DISTANCE OF 920.48 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 36° 21' 47", FOR A DISTANCE OF 936.12 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN S 22° 10' 15" W FOR A DISTANCE OF 80.18 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 675.00 FEET, AND WHOSE CHORD BEARS S 34° 36' 29" E FOR A DISTANCE OF 295.95 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 25° 19' 37", FOR A DISTANCE OF 298.38 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 225.00 FEET, AND WHOSE CHORD BEARS S 73° 08' 02" E FOR A DISTANCE OF 15.62 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03° 58' 38", FOR A DISTANCE OF 15.62 FEET TO A POINT OF TANGENCY; THENCE RUN S 71° 08' 43" E FOR A DISTANCE OF 277.37 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 575.00 FEET, AND WHOSE CHORD BEARS N 44° 10' 21" E FOR A DISTANCE OF 203.57 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 20° 23' 31", FOR A DISTANCE OF 204.65 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 450.00 FEET, AND WHOSE CHORD BEARS N 62° 19' 26" E FOR A DISTANCE OF 124.56 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 15° 54' 40", FOR A DISTANCE OF 124.97 FEET TO A POINT OF TANGENCY; THENCE RUN N 70° 16' 46" E FOR A DISTANCE OF 73.63 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 425.00 FEET, AND WHOSE CHORD BEARS N 71° 25' 40" E FOR A DISTANCE OF 17.04 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02° 17' 48", FOR A DISTANCE OF 17.04 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN N 00° 07' 22" W FOR A DISTANCE OF 156.73 FEET; THENCE RUN N 89° 52' 38" E FOR A DISTANCE OF 320.27 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 887.50 FEET, AND WHOSE CHORD BEARS S 80° 41' 08" E FOR A DISTANCE OF 291.04 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 18° 52' 29", FOR A DISTANCE OF 292.36 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN N 18° 45' 07" E FOR A DISTANCE OF 95.37 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 350.00 FEET, AND WHOSE CHORD BEARS N 55° 46' 05" E FOR A DISTANCE OF 289.13 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 48° 47' 30", FOR A DISTANCE OF 298.05 FEET TO A POINT OF TANGENCY; THENCE RUN N 31° 22' 20" E FOR A DISTANCE OF 23.26 FEET; THENCE RUN S 06° 50' 39" E FOR A DISTANCE OF 133.29 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 1280.00 FEET, AND WHOSE CHORD BEARS S 81° 26' 45" E FOR A DISTANCE OF 720.14 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 32° 40' 34", FOR A DISTANCE OF 729.99 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 480.00 FEET, AND WHOSE CHORD BEARS S 55° 58' 25" E FOR A DISTANCE OF 152.40 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 18° 16' 06", FOR A DISTANCE OF 153.04 FEET TO A POINT OF TANGENCY; THENCE RUN S 46° 50' 22" E FOR A DISTANCE OF 174.47 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 1000.00 FEET, AND WHOSE CHORD BEARS S 53° 30' 50" E FOR A DISTANCE OF 232.46 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13° 20' 57", FOR A DISTANCE OF 232.99 FEET TO A POINT OF TANGENCY; THENCE RUN S 60° 11' 18" E FOR A DISTANCE OF 191.82 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 25.00 FEET, AND WHOSE CHORD BEARS N 74° 48' 42" E FOR A DISTANCE OF 35.36 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90° 00' 00", FOR A DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY; THENCE RUN N 29° 48' 42" E FOR A DISTANCE OF 126.82 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 680.00 FEET, AND WHOSE CHORD BEARS N 53° 54' 19" E FOR A DISTANCE OF 555.19 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 48° 11' 15", FOR A DISTANCE OF 571.90 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN S 00° 01' 02" W FOR A DISTANCE OF 1252.63 FEET; THENCE RUN S 89° 42' 39" E FOR A DISTANCE OF 1181.14 FEET; THENCE S 00° 45' 16" W A DISTANCE OF 200.01 FEET TO THE POINT OF BEGINNING; CONTAINING 185.939 ACRES, MORE OR LESS.

 <div><b>CONSTRUCTION ENGINEERING GROUP</b> <i>Consulting Engineers</i></div> <div><small>2651 Eau Gallie Blvd., Suite A Melbourne, FL 32935  Tel. 321.253.1221 www.ceengineering.com COA #0008097</small></div>	<b>CYPRESS BAY WEST PHASE II PALM BAY, FL</b>		DATE 5/26/21	
	<b>LEGAL DESCRIPTION</b>		COUNTY BREVARD	APPROVED BY JTW
			SCALE NTS	THIS SHEET FIG. 2

**CYPRESS BAY WEST Phase 2  
Final Development Plan Application  
Compliance and Justification Narrative Report**

**Prepared by:  
Rochelle W. Lawandales, FAICP  
Waterstone Development Company, LLC  
for  
Forestar (USA) Real Estate Group Inc., Waterstone  
Farms, LLC and Waterstone Holdings, LLC  
Co-Applicants**

**June 30, 2021**

CYPRESS BAY WEST PHASE 2  
FINAL DEVELOPMENT PLAN APPLICATION NARRATIVE

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**PROJECT: CYPRESS BAY WEST PHASE 2**

Cypress Bay West Phase 2 is a 570 unit residential subdivision with supporting infrastructure and site improvements including vehicular access, sidewalks, pedestrian/exercise trails, a future amenity center, landscaping, utilities, and stormwater to be located off of the existing Mara Loma Boulevard, south of Cypress Bay West Phase 1 and Courtyards. These units are contained within 185.6 acres +/- and are a mix of 446 total single family lots and 124 townhome units. Approximately 431 lots are on average 50' X 125' and 15 are an average 50' X 120' in depth. Map A shows the project location.

**PROPERTY OWNER:** Waterstone Farms, LLC; Waterstone Holdings, LLC; Forestar (USA) Real Estate Group, Inc.

**PROPERTY IDENTIFICATION #:**

All or portions of the following properties are contained within the project:

- 30-37-04-00-500
- 30-37-04-00-5
- 30-37-04-00-1
- 30-37-05-HF-750

**CO-APPLICANTS:** Forestar (USA) Real Estate Group, Inc., Waterstone Farms, LLC and Waterstone Holdings, LLC Co-Applicants

**EXISTING ZONING:** Planned Unit Development

**FUTURE LAND USE:** Predominately Single Family Residential land use with some Multi-family residential land use for the Townhomes and a small area of commercial land use that is used for a stormwater pond and roadway. No changes are needed to the Future Land Use Map as it applies to this project. The proposed residential uses are for single family and townhome products.

**REQUEST:**

The applicants seek approval for a Final Development Plan in an existing PUD district zoning for a project to be called "Cypress Bay West Phase 2", which is a portion of the prior approved Waterstone Master development plan located south of Cypress Bay West 1, Courtyards, and the Lakes of Waterstone.

**This document serves as the Compliance and Justification narrative for the Cypress Bay West Phase 2 Final Development Plan (FDP) application. The applicants submit this as competent substantial evidence to support findings of facts for the Planning and Zoning Board and City Council to make in approving the application.**

**EXECUTIVE SUMMARY**

Property owned by Wheeler Farms was annexed into the City in 2004 via Ordinance 2004-35 totaling 1167 acres. The original Future Land Use amendment designating all the lands single family residential was accomplished in 2004 via Ordinance 2004-52 and 1800 residential units could be placed on either Waterstone (west of Babcock Street) or the original acres owned by Wheeler on lands currently known as Cypress Bay Preserve (east of Babcock Street). Site specific conditions were placed on the amendment in Ordinance 2004-48, in Policy FU 8.3 (G), adopted the same date as Ordinance 2004-52.

CYPRESS BAY WEST PHASE 2  
FINAL DEVELOPMENT PLAN APPLICATION NARRATIVE

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Between 2005 and 2018, a series of 37 future land use map amendments have been made bringing the total units entitled for construction to be over 2,500. Table 1 below shows the current entitlements.

The Project underwent an ownership change and Pulte (Divosta Division) brought forth a Final Development Plan for the 1167 acres and obtained Final Development Plan approval and PUD zoning in 2005 (See Map C) and began to permit, develop and complete several phases, including Heron Bay and the Lakes of Waterstone, which included 296 units, an elementary school site, and recreational amenities which are built and sold out today. The approval also included concurrency for 900 units, water and sewer, and other infrastructure. Map D shows the original development plan, and the area now proposed for the Cypress Bay West Phase 2.

This new application petitions the City for approval of a Final Development Plan for Cypress Bay West Phase 2, a 570 total unit 186+/- acre single family subdivision, including 124 townhomes. Construction would begin after approval of a construction plans and the developer obtaining all permits. Map E shows the design, layout, vehicular and pedestrian circulation, open space, utilities, and stormwater system to meet the code requirements. Full sets of plans are submitted under separate cover by the project engineer, CEG, Inc.

CYPRESS BAY WEST PHASE 2  
FINAL DEVELOPMENT PLAN APPLICATION NARRATIVE

**Table 1**  
**Current Residential Entitlements as of May, 2021**

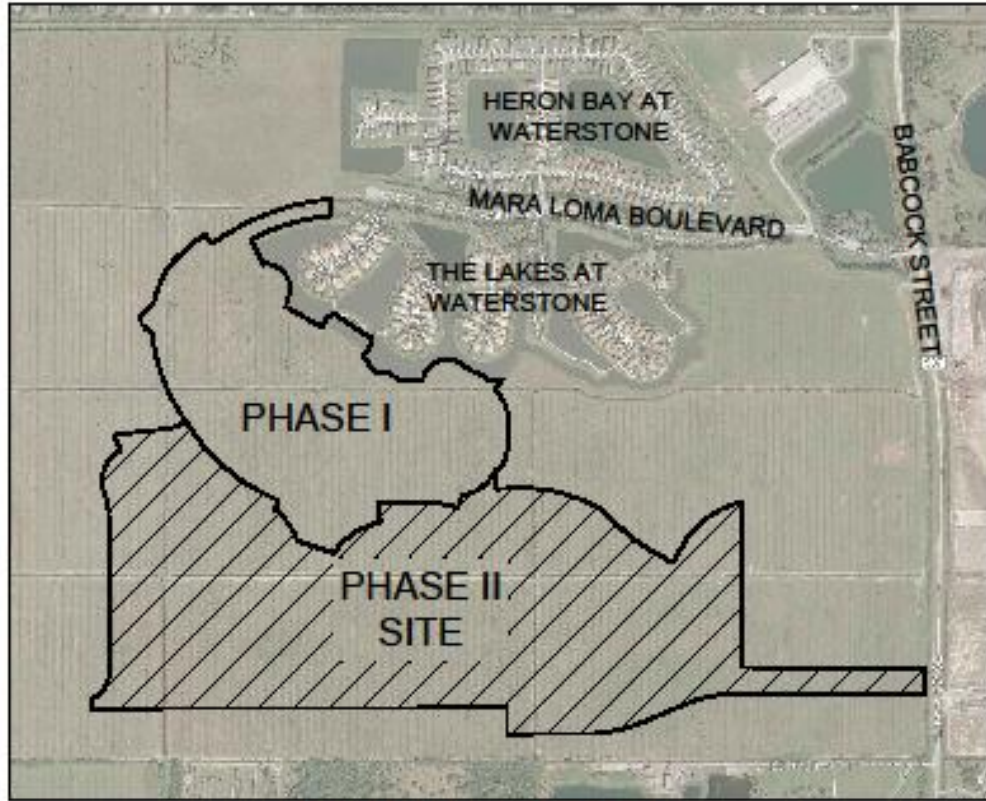
WATERSTONE AND CYPRESS BAY a/o May, 2021 CBW 2					
ORIGINAL APPROVALS		WESTSIDE*	DEVELOPMENTS	TOTAL WESTSIDE	EASTSIDE*
As of October 2014 David Watkins' letter		2191			1058**
Less platted (Heron Bay and Lakes)			296		
Total as of October 2014 David Watkins' letter		1895		1895	1058
		Additions	Reductions		
Modifications required for City failure to process small scale amendments by Divosta:					
Less 41 acreage as multifamily @ 10 units per acre			-417		
Plus 41 acres single family @1.5 units/ac		60			
Revised Total as of 2017:		1955	-417	1538	1058
2018-2021 STARTING TOTALS:		1538			1058
		ADDITIONS	REDUCTIONS		
Cypress Bay Farms Residential PUD	(FD 18-2018/ Ord 2019-02 APPROVED JANUARY, 2019)				-396
Courtyards PD	( FD-19-2019/Ord 2019-69 APPROVED JANUARY 2, 2020)		-201	-201	
Waterstone Small Scale Amendments from SF to MF totalling 16.487 @ 10 units/ac	(CP-6-7-8 2018 approved by Ordinances 2018-20, 21, 22)	165		165	
Transfer of 300 to West Side per Original approval and David Watkins letter		300		300	-300
Gardens at Waterstone Phase 1	Resolution 2020-58 December 3, 2020/Ordinance 2021-02 Adopted January 21, 2021		-154	-154	
Cypress Bay West Phase 1	Ordinance 2021-27 May 21, 2021		-229	-229	
Cypress Bay West FLUM Amendment for Townhomes 9.5 acres at 10 units/ac	Pending Hearings June/July 2021	95		95	
Cypress Bay West Phase 2	Current submittal		-566	-566	
Sub-total:		2098	-1150	948	362
GRAND TOTAL UNIT COUNTS AS OF MAY 2021:				948	362
*WESTSIDE refers to the area on the west side of Babcock Street known as Waterstone (including Waterstone Farms, LLC and Waterstone Holdings, LLC)					
*EASTSIDE refers to the lands on the east side of Babcock Street referred to Cypress Bay owned by Cypress Bay Farms, LLC					



CYPRESS BAY WEST PHASE 2  
FINAL DEVELOPMENT PLAN APPLICATION NARRATIVE

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**MAP A**  
**LOCATION MAP**



**LOCATION MAP**

NTS

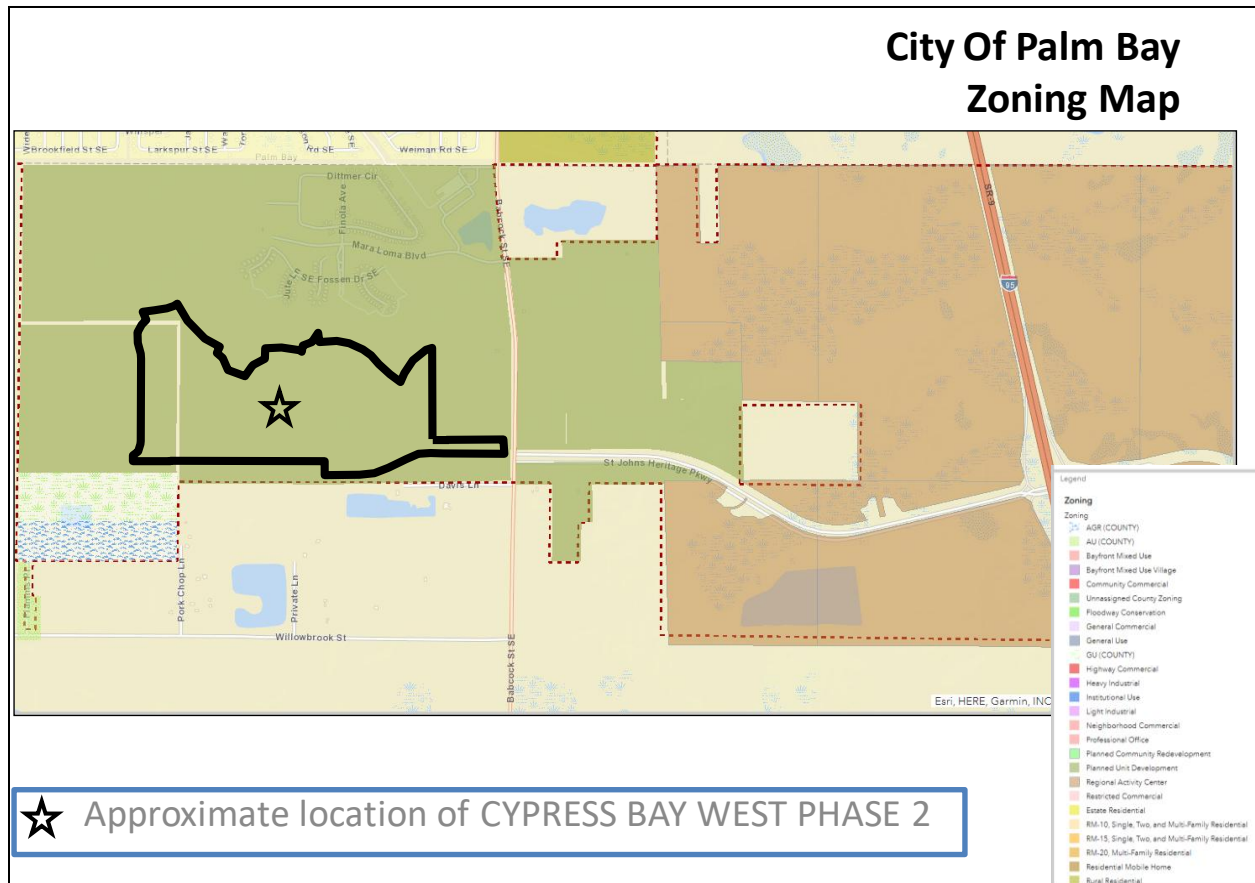


**MAP B**  
**BOUNDARY SKETCH AND LEGAL**  
**(See large Survey submitted in FDP application packet)**



CYPRESS BAY WEST PHASE 2  
FINAL DEVELOPMENT PLAN APPLICATION NARRATIVE

MAP C  
CITY ZONING MAP



### **HISTORY OF WATERSTONE**

During the period from 2006 to 2010, Pulte Homes and their subsidiary, DiVosta Homes, completed a wide variety of permits, agency approvals, traffic and engineering studies, environmental studies, comprehensive land use and zoning approvals for Waterstone. Pulte constructed a .6 mile long connector roadway off of Babcock Street called Mara Loma Boulevard, obtained County and City traffic concurrency for 900 units and provided for lands for an elementary school. Regional water and sewer mains were extended from just north of Valkaria Road to the western terminus of Mara Loma Boulevard. 296 Single family homes were constructed in the communities of Heron Bay and The Lakes at Waterstone. The Brevard County School Board constructed Sunrise Elementary School. Pulte Homes left the City of Palm Bay as a result of the financial crash in 2008. Pulte closed out Heron Bay and The Lakes at Waterstone communities by the end of 2010. The remaining PUD property was acquired by the applicants.

As required by the original land use approvals, Waterstone provides a mix of uses with the Waterstone Commercial Center with its significant frontage on the west side of Babcock Street. It will contain 133 acres, more or less, broken into lots and tracts sufficient in size for a variety of retail, office and related commercial uses to support the region. FDOT has completed the I-95 Interchange and the City has completed construction of the St. Johns Heritage Parkway (SJHP) from Babcock Street east to I-95.

CYPRESS BAY WEST PHASE 2  
FINAL DEVELOPMENT PLAN APPLICATION NARRATIVE

Numerous commercial developers and commercial project owners are ready to come into the City of Palm Bay, and with the roadway network now available and more residential units being planned and constructed, the demand for and support of commercial ventures will rise.

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

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

The remaining land outside of the first phases developed by Pulte Homes(Heron Bay and Lakes of Waterstone) is under the ownership of Waterstone Farms, LLC, and Waterstone Holdings, LLC; Forestar; and PB&J, LLC. Actions by the owners, predominately Waterstone Farms and Waterstone Holdings, over the last 10 years have included, but are not limited to the following:

1. Obtained environmental permits from the Army Corps of Engineers and conceptual SJRWMD for the proposed residential areas of Waterstone;
2. Submitted traffic studies to the City and County for the developments planned for Waterstone;
3. Performed a signal warrant study for the Babcock/St. Johns Heritage Parkway (SJHP) intersection; and submitted requests for County permits for driveways and an access management plan for Babcock Street;
4. Obtained Final SJRWMD permits for the Waterstone Commercial Center;
5. Obtained Final PUD approval for Waterstone (lands west of Babcock) in January, 2018;
6. Obtained Conceptual SJRWMD permits for 803 acres under a master stormwater system (on file with SJRWMD);
7. Obtained Final PUD approval for a 283 lot subdivision called the Gardens Phase 1 at Waterstone on June 7, 2018;
8. Obtained Final SJRWMD permit for 101 acres, covering the Gardens Phase 1 at Waterstone, for a the stormwater system to serve the subdivision;
9. Obtained Final PUD approval for 201 lot subdivision called 'Courtyards at Waterstone' in January, 2020. That project is under construction.
10. Obtained Final Development Plan approval for Gardens Phase 1 at Waterstone' in December, 2020.
11. Obtained Final Development Plan approval for Cypress Bay West Phase 1, May, 2021.
12. Obtained approval for a Future Land Use Map amendment on July, 2021 to convert 7 acres +/- from single family to multi-family residential to allow for townhomes within the CBW 2 project under the City's Comprehensive Plan.

CYPRESS BAY WEST PHASE 2  
FINAL DEVELOPMENT PLAN APPLICATION NARRATIVE

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

Final Development Plan/Preliminary Plat approval was granted by City Council action on June 7, 2018 for the 'Gardens Phase 1 at Waterstone', a phase of Waterstone in the northwest segment. That project was not adopted properly by the City and became void, rendering the 2018 revised Preliminary Development Plan, approved by Council in January, 2018 void and maintaining the 2005 adopted plan. This proposed Final Development Plan will modify that original adopted plan for the specific area shown in the legal description for Cypress Bay West Phase 2.

Map D shows the new proposed Cypress Bay West Phase 2 overlaid on the existing approved Waterstone Final Development Plan.

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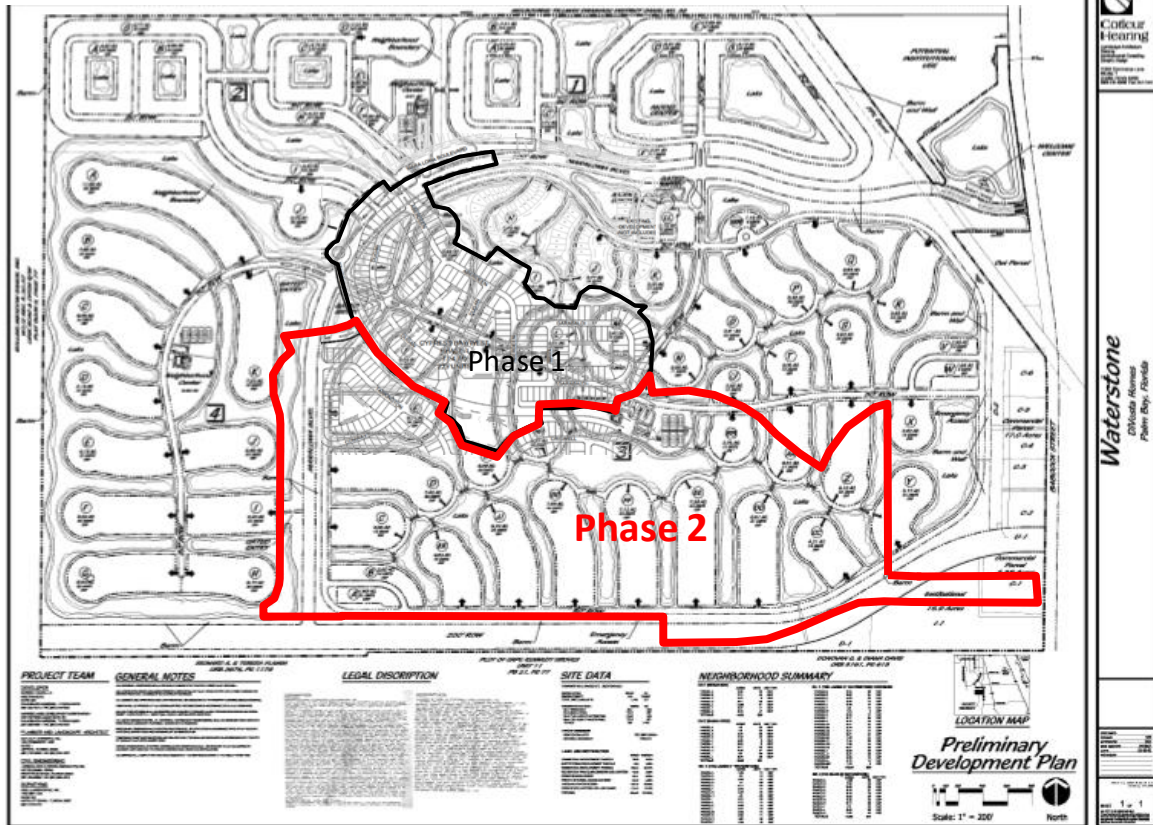


CYPRESS BAY WEST PHASE 2  
FINAL DEVELOPMENT PLAN APPLICATION NARRATIVE

MAP D

**ORIGINAL FINAL DEVELOPMENT PLAN FOR WATERSTONE AT PALM BAY WITH APPROXIMATE  
LOCATION OF CYPRESS BAY WEST PHASE 2**

Proposed Cypress Bay West Phases 1 and 2 on 2005 adopted Development Plan



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

**FINAL DEVELOPMENT PLAN (Map E) for 'CYPRESS BAY WEST PHASE 2'**

Cypress Bay West Phase 2 is a 570 total lot subdivision, containing 431- 50' X 125' lots, 15- 50' X 120' lots and 124 Townhomes. Forestar intends to extend the existing public road called Mara Loma Boulevard through the project to terminate at Journey Drive. Journey Drive is an east-west roadway that becomes the 4th section of the "T" intersection of Babcock Street and the newly constructed SJHP which heads east to connect to I-95. There are a series of subdivision pods that will have connector roadways onto Mara Loma. There are utilities available to service the development.

The following discussion relates specifically to this proposed subdivision and application. Map E shows the proposed Cypress Bay West Phase 2 Final Development Plan. This is a graphic representation only, and the Final Development Plan large set, submitted by CEG, Inc., Engineers of Record for the project, stands as the official set for consideration by the City. I have reviewed those plans and the preliminary plat for conformance to the code and compliance with the Comprehensive Plan and City Land Development Code and this document provides findings of fact supporting their compliance.



CYPRESS BAY WEST PHASE 2  
FINAL DEVELOPMENT PLAN APPLICATION NARRATIVE

The project data table shown on the Final Development Plan submitted by CEG, Inc., and as Table 2, identifies the number and type of lots, percentages for categorical site areas and improvements, and open space, showing our compliance with the codes and including information that is required to be shown on a final development plans per Chapter 185.066 (B)2.

**Table 2**  
**Project Data Summary**

**PROJECT DATA:**

GENERAL STATEMENT:

THIS PROJECT IS A 570 UNIT RESIDENTIAL PHASED SUBDMISION WITH SUPPORTING INFRASTRUCTURE AND SITE IMPROVEMENTS INCLUDING VEHICULAR ACCESS, SIDEWALKS, PEDESTRIAN/EXERCISE TRAILS, A FUTURE AMENITY CENTER, LANDSCAPING, UTILITIES AND STORMWATER TO BE LOCATED OFF OF THE EXISTING MARA LOMA BOULEVARD, SOUTH OF CYPRESS BAY WEST PHASE 1 AND COURTYARDS. THESE UNITS ARE CONTAINED WITHIN ±185.75 ACRES AND ARE A MIX OF 446 TOTAL SINGLE FAMILY LOTS AND 124 TOWNHOME UNITS. APPROXIMATELY 431 LOTS ARE AVERAGE 50'X125' AND 15 ARE AVERAGE 50'X120'.

DEVELOPER:

FORESTAR (USA) REAL ESTATE GROUP  
1064 GREENWOOD BLVD, SUITE 200  
LAKE MARY, FL 32746  
TEL: (407) 832-3164

CIVIL ENGINEER/APPLICANT:

JAKE T. WISE, P.E.  
2651 EAU GALIE BLVD, SUITE A  
MELBOURNE, FLORIDA 32935  
TEL: (321) 610-1760  
E-MAIL: JWIS@CEENGINEERING.COM

SURVEYOR:

HORIZON SURVEYORS OF CENTRAL  
FLORIDA, INC.  
390 POINCIANA DRIVE  
MELBOURNE, FL 32935  
TEL: (321) 254-8133  
EMAIL: BOB@HORIZONSURVEYORS.COM

LOCATION:

SECTION: D4  
TOWNSHIP: 30  
RANGE: 37E  
PARCEL ID (ALL OR PORTIONS OF THE FOLLOWING:  
30-37-04-00-500  
30-37-04-00-5  
30-37-04-00-1  
30-37-05-HF-750  
TAX ACCOUNT: 3000216  
3000215  
3011111  
3000219

SETBACKS

FRONT: 25 FT  
SIDE: 5 FT  
REAR: 20 FT  
SIDE CORNER: 15 FT

PROPOSED:

LOT COUNT:

AVERAGE 50'X125'=431 LOTS (LOTS 1-55 AND 71-446)  
AVERAGE 50'X120'=15 LOTS (LOTS 56-70)  
TOWNHOUSE UNITS=124 (LOTS 447-477)

MAXIMUM BUILDING HEIGHT:

2 STORY: 25 FT

MINIMUM WIDTHS:

SIDEWALKS: 5 FT  
RIGHT-OF-WAY WIDTH: 50 FT

CALCULATED STORMWATER BASIN COVERAGE:

IMPERVIOUS:	SF	ACRE	PERCENT
RESIDENTIAL (60%):	2,206,546	50.66	27
ROADWAYS/SIDEWALKS:	932,381	21.40	12
RECREATIONAL AREA:	195,392	4.49	2
TOTAL IMPERVIOUS:	3,334,318	76.55	41
PERVIOUS:	3,359,783	77.13	42
POND:	1,397,114	32.07	17
TOTAL:	8,091,215	185.75	100

OPEN SPACE REQUIREMENTS:

OVERALL AREA (185.75 ACRES):

COMBINED ON-SITE PONDS (PORTIONS OF D-1 AND D-5):	23.62 AC
OPEN SPACE:	18.11 AC
RECREATION AREA:	5.62 AC
PROVIDED:	47.65 AC
REQUIRED:	46.44 AC



CYPRESS BAY WEST PHASE 2  
FINAL DEVELOPMENT PLAN APPLICATION NARRATIVE

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**DEVELOPMENT PHASING**

As it currently stands, the project is proposed to begin developing, upon receipt of all required permits, around June 2022 starting with site development, infrastructure, stormwater, recreation, open space, and land development support systems. This will be followed by 'vertical' development items, including homes and recreational amenities/community facilities.

**DEVELOPMENT SCHEDULE**

The project will commence upon receipt of construction plan approval in June 2022. It will take an estimated 5 years to build out with an anticipated take down of 111 units per year.

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

Based upon my knowledge of the City's Comprehensive Plan and its contents, Cypress Bay West Phase 2 Final Development Plan is consistent with the Goals, Objectives and Policies of the Comprehensive Plan and the Future Land Use Map. The City received a compliance determination for the initial approved land uses and subsequent land use amendments on the property. Those documents are on public record with the City and State Department of Economic Opportunity.

**LAND USE**

Map F, from the City's GIS system, shows a mix of Single Family and Multi-family Residential land uses within the project area. Single family uses are allowed within multi-family land use categories. Cypress Bay West Phase 2 is a single-family subdivision, with single family and townhomes, including ancillary infrastructure, stormwater management, open space and recreational amenities. There is an area of the Future Land Use Map that indicates a stormwater pond and roadway in lands designated for commercial uses. Stormwater or lands devoted to infrastructure can be done in any category. Therefore, the project site and the proposed uses of townhomes and single family uses are in conformance with the City's Comprehensive Plan, Future Land Use Map and Existing Zoning Map.

CYPRESS BAY WEST PHASE 2  
FINAL DEVELOPMENT PLAN APPLICATION NARRATIVE

MAP F  
FUTURE LAND USE MAP FROM CITY WEBSITE

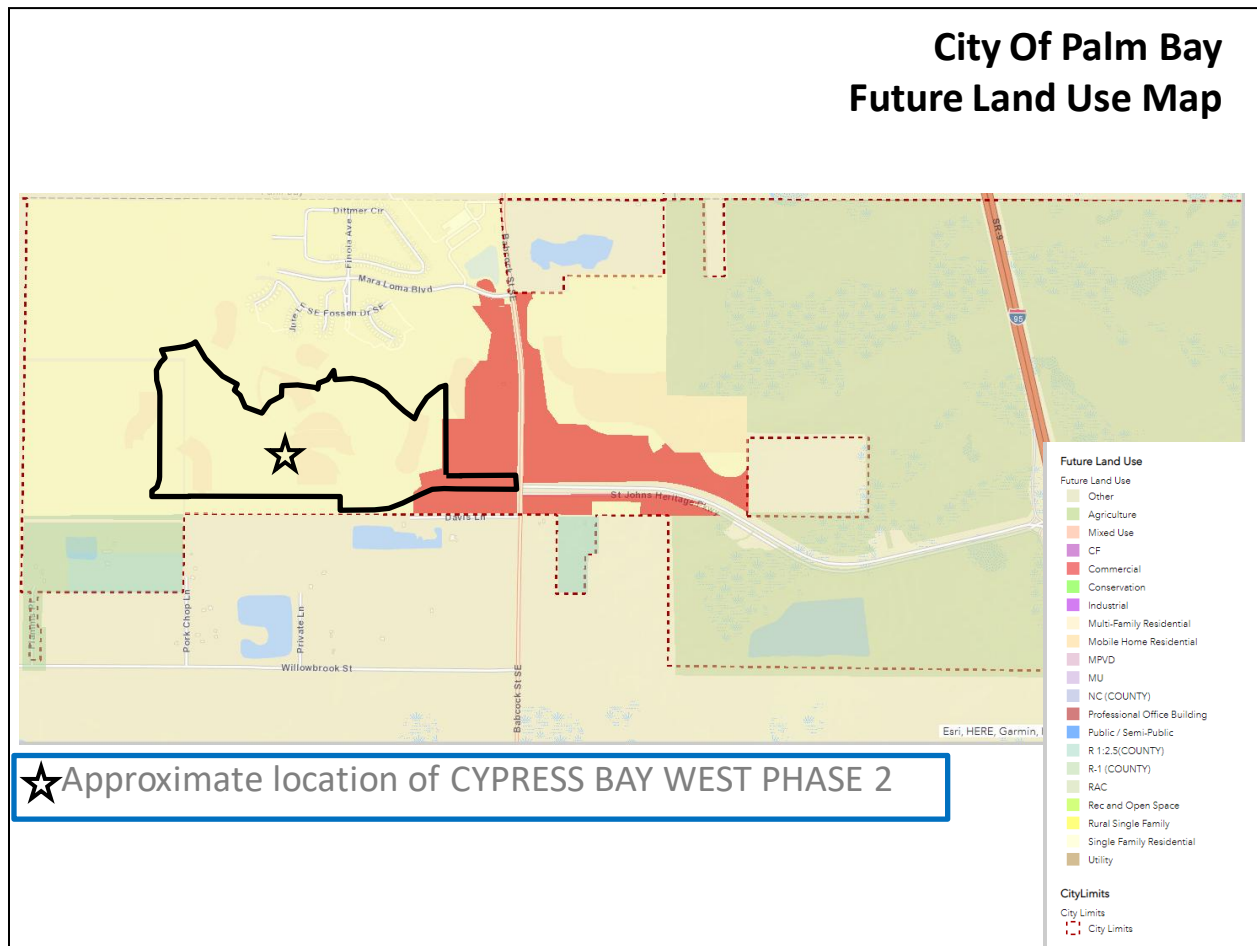


Figure 1 below also shows the land uses within the City’s Study Area Boundary taken from the Comprehensive Plan in the City’s website. Figure 2 shows the project is contained within the urban service boundary.

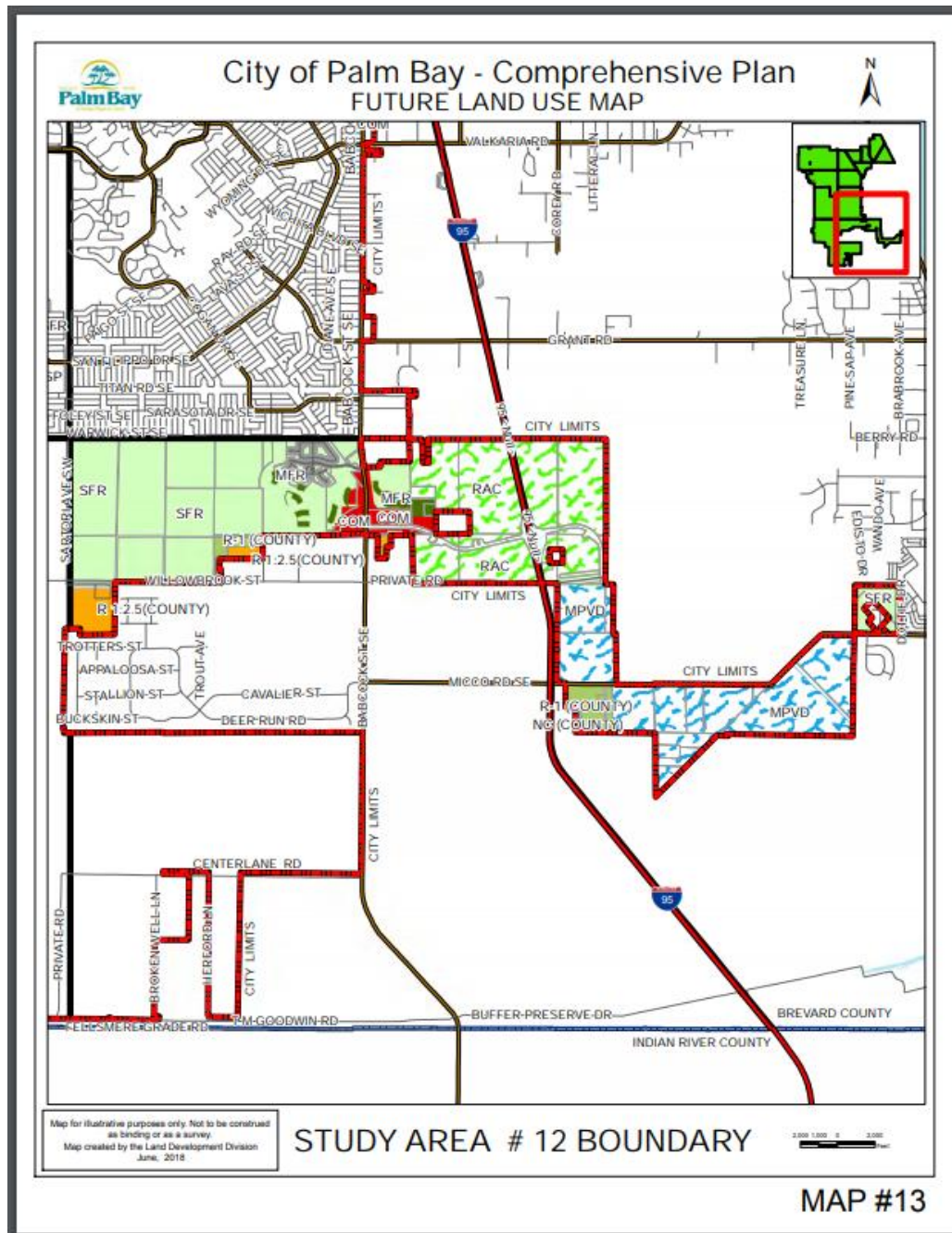


Figure 1: Future Land Use Map taken from the City's Comprehensive Plan on the City of Palm Bay Website, April, 2019



CYPRESS BAY WEST PHASE 2  
FINAL DEVELOPMENT PLAN APPLICATION NARRATIVE

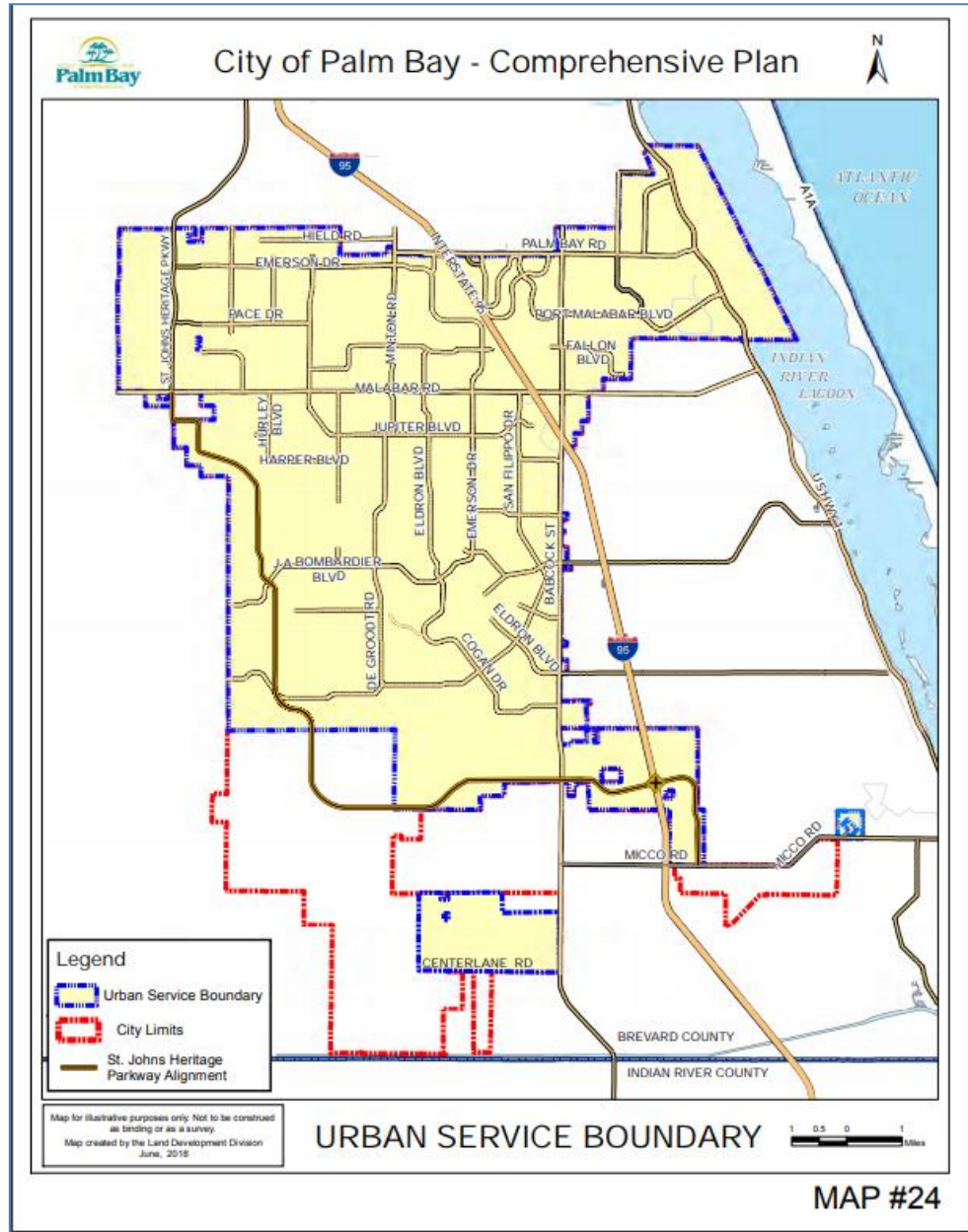


Figure 2 Urban Services Boundary Map adopted by the City in the EAR, October 2017; as shown on the City of Palm Bay website, April, 2019.

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

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



CYPRESS BAY WEST PHASE 2  
FINAL DEVELOPMENT PLAN APPLICATION NARRATIVE

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

**CITIZEN PARTICIPATION/COUNTY COORDINATION**

Several meetings have been held with the existing HOA's and residents of Waterstone, and a Neighborhood meeting was held for the Cypress Bay West Phase 1 Preliminary Development Plan phase of the project. A citizen's participation plan for holding a community meeting for this phase is submitted with the application package. Labels for notifying everyone within 500' are provided to the City for mailing the courtesy notice.

### **JOINT PLANNING AGREEMENT**

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

### **UTILITIES**

The development will connect to the City water and wastewater. A master lift station plan has been approved by the City along with master water distribution system. A proposed utility plan is included in the Final Development Plan documents. Utilities are planned to be extended into the development from Mara Loma Boulevard. The City has long planned for an expansion to its wastewater plant, which is underway, and has made expansions to the water plant.

### **STORMWATER/DRAINAGE**

The project will be required to meet all environmental resource and consumptive use permitting requirements in order to be constructed. All retention areas shall be owned and maintained by either the residential homeowner's association or CDD as shown on the plat, and shall be permitted through the St. Johns River Water Management District(SJRWMD). During the construction plan review phase, plans will be submitted to show how the project will meet all pre and post development stormwater management as required by the various agencies and the City to obtain all required permits. There is a conceptual SJRWMD permit currently in place for all of the residential areas.

### **ENVIRONMENTAL CONDITIONS**

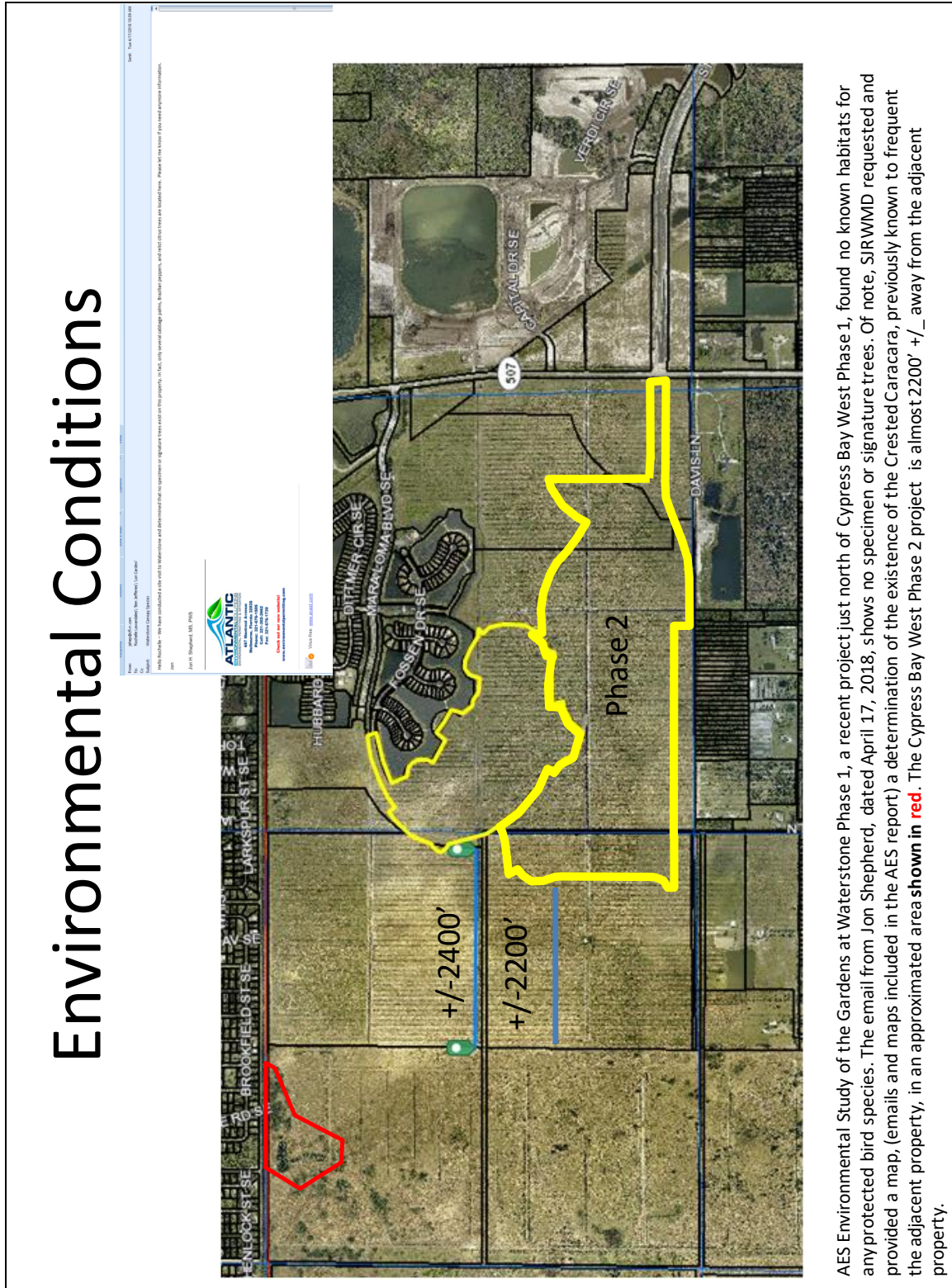
As a former grove, there are no environmental issues, no trees, no habitat or endangered species, no wetlands, or other known environmental issues on the proposed subdivision's lands. The property was originally a citrus grove. It was later converted into the existing cattle pasture. The proposed project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

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

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

Map G-1, Environmental Conditions, shows via a recent aerial, the cleared land and current conditions of this project. A recent report provided by AES conducted for another Waterstone project states the possible existence, as determined by SJRWMD, of a Crested Caracara on adjacent property, almost 2400' away, owned by others. The AES report demonstrates that there are no specimen or signature trees on the property. Map G-2, Tree Aerial, uses the same aerial to document there are no trees, flora, or fauna in the subject property.

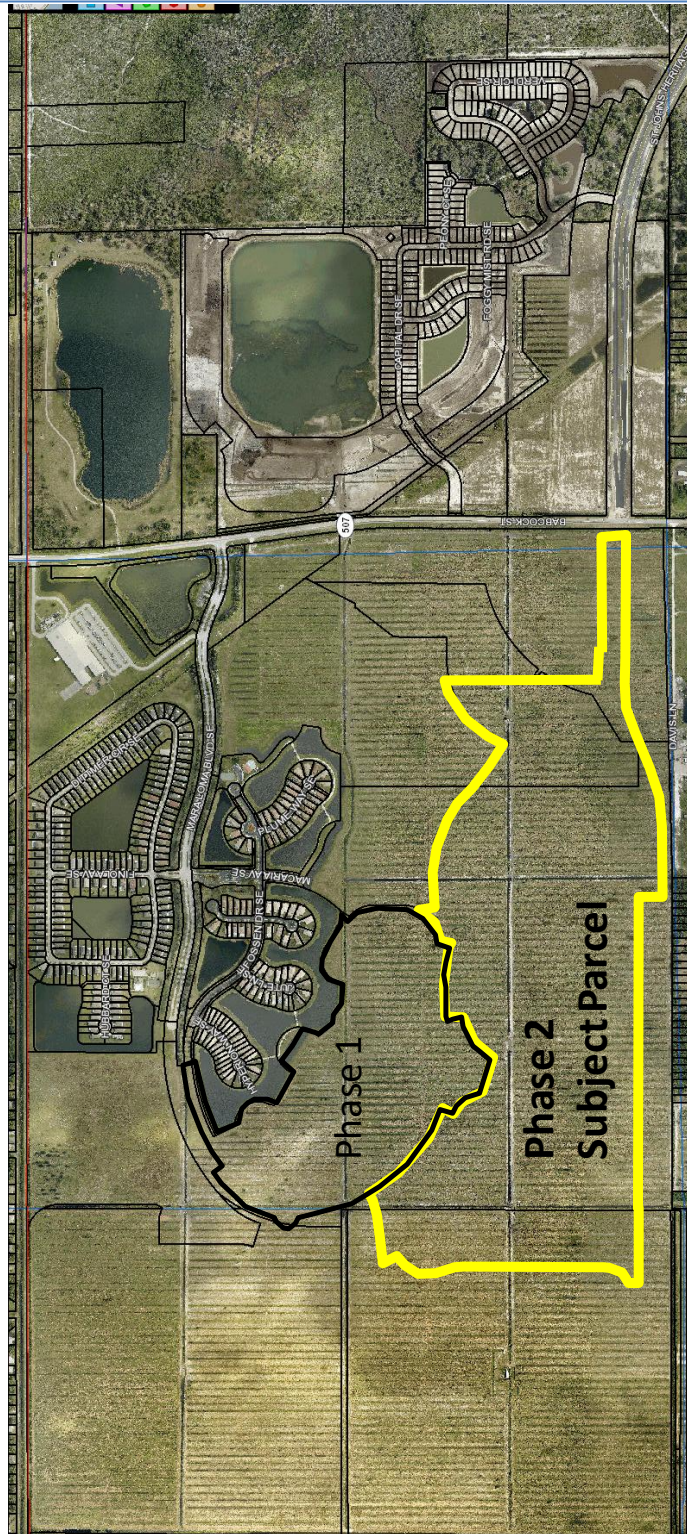
Map G-1  
Environmental Conditions





Map G-2  
Tree Aerial

## Aerial Photo-Tree Locations CYPRESS BAY WEST PHASE 2



As seen in the graphic, there are no trees, flora, or fauna on the subject parcel.  
Approximate location of project. Not to Scale. Graphic Exhibit only.



# CYPRESS BAY WEST PHASE 2 FINAL DEVELOPMENT PLAN APPLICATION NARRATIVE

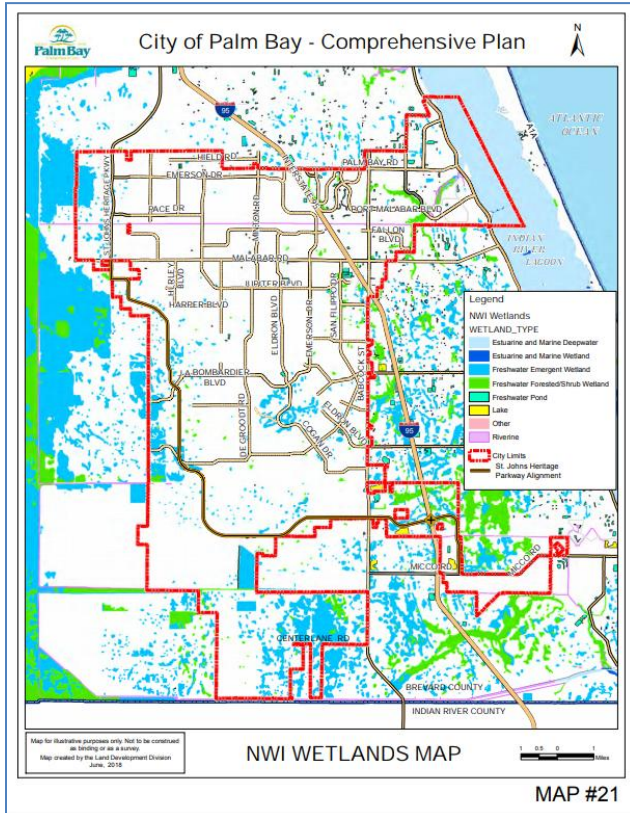


Figure 3 Comprehensive Plan Wetlands Map, dated June, 2018, taken from the City of Palm Bay's website, April, 2019

## TRANSPORTATION CONCURRENCY AND MOBILITY

In 2005, traffic concurrency was approved by the City and County for 900 residential units, Sunrise Elementary School, and the current intersection of Mara Loma and Babcock St. Of those approved 900 units, 296 units have been used for Heron Bay and the Lakes of Waterstone. Courtyards at Waterstone used 201 units. From that 403 available, Gardens at Waterstone Phase 1 used 154, and Cypress Bay West Phase 1 will use 229 units, leaving 20 units of the original 900. Table 3 provides a quick summary.

Recognizing that all the original approved trips have been used, the developers of Cypress Bay West Phase 2 will be making application for traffic concurrency to the City and County and to that end, they have been in several meetings negotiating a Development Agreement to define capacity and system improvements that will be made to serve the development and community.

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



Figure 4 Comprehensive Plan FEMA 100 Year Floodplain Map,

Table 3	
Concurrency Table	
Traffic Concurrency	
Original	900
Heron Bay/Lakes	-296
Courtyards	-201
Gardens 1	-154
CBW1	-229
Remaining before CBW 2	20
CBW2	-570
Current trip units*	-550

CYPRESS BAY WEST PHASE 2  
FINAL DEVELOPMENT PLAN APPLICATION NARRATIVE

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Street names have been approved by the Brevard County Address assignment office and are on file with the City's Planning Department.

The PD application requires a vehicular circulation plan, which is shown as part of the development plan. Owners of another nearby project called the Gardens at Waterstone Phase 1, PB & J Investments, LLC, are extending Mara Loma Boulevard from the current pavement west, to go west of and past their proposed subdivision at Granger Circle. Forestar will extend Mara Loma Boulevard past the intersection of their Cypress Bay West Phase 1 subdivision on Aberdeen Drive and construct a traffic circle for site branding and traffic calming.

From there, for Cypress Bay West Phase 2, Mara Loma will be brought south and east to connect with another new roadway entrance off the Babcock Street Intersection at the St. Johns Heritage Parkway to be called Journey Boulevard. As with Cypress Bay West Phase 1, all internal subdivision streets within the Cypress Bay West Phase 2 project are to be private and amenities will be maintained by the Cypress Bay West 2 Homeowners Association, Inc.

Mara Loma, as a 2 lane collector, has capacity to serve the proposed and all future subdivisions. The existing section of Mara Loma has been dedicated to the City. Journey is anticipated to be the western entry for the remaining section of the St. Johns Heritage Parkway that will traverse the western sections of the City northward to Malabar Road. As such, Journey Drive will be a 4 lane divided arterial with a median until the first bi-directional opening, then is intended to be reduced to 2 lanes, with a divided median. All medians will be landscaped and irrigated.

There is an Alternative Corridor Evaluation Report (ACER) under study by the County to determine potential viable corridor routes for the western Parkway extension. If the future roadway fails to proceed to PD & E or is not ultimately constructed, Journey will still serve as a large collector for the 2000 homes being built in the Waterstone and Cypress Bay West lands west of Babcock and capture trips that would take Babcock Street to get to regional commercial areas from both inside and outside the Cypress Bay projects.

While Mara Loma and Journey are intended to be dedicated for public use/ownership to the City of Palm Bay, a Community Development District (CDD) will be formed to maintain the Mara Loma extension from the proposed traffic circle south to Journey Drive and a portion of Journey Drive, depending on the outcome of the ACER study and the future Parkway. If for any reason the developer fails to obtain City approval for a CDD, the Cypress Bay West Homeowner's Association will maintain these roadways.

The developer intends to allow golf carts to be used for internal transportation. This will also serve to reduce the trip count and be part of the internal capture for the commercial centers along Babcock.

Traffic studies by Lassiter Transportation Group have been submitted by the owner to the City and County for Waterstone for all projects since 2006 and as recent as 2017. Those studies are on record with the Growth Management Department of the City of Palm Bay and Brevard County Public Works. A memorandum from Lassiter Transportation Group (LTG) regarding the Waterstone projects' concurrency is on file with the City. More recently, LTG conducted a Signal Warrant Analysis and is in the design phase to create the signal for the intersection of Babcock Street and Mara Loma. The developers of the Gardens at Waterstone portion of the project will be responsible for obtaining approvals from the City



CYPRESS BAY WEST PHASE 2  
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and County for that signal. It will enhance the operations of the internal roadway and community functioning.

**SCHOOL CONCURRENCY**

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

**OPEN SPACE/RECREATION/AMENITIES**

Cypress Bay West Phase 2 will have a large recreational amenity center at the entry Mara Loma and Journey Drive on approximately 5 acres. Visible to the traveler headed west from the Babcock Street intersection, this area will be a signature feature for the entire residential community and may include such elements as a Club House, pool, fitness center, walking trails, picnic and play areas, along with open gathering spaces for the Cypress Bay West communities. Additionally, a few neighborhood parks, open space areas, walking trails, golf cart and bike paths, or other passive recreation areas will dot the residential landscape. These will be all under the control of the Cypress Bay West Phase 2 Homeowners Association, Inc.

The recreation areas will be used by all homes in all of the Cypress Bay West community's development (Phase 1, 2, and 3). Part of the recreation area, (20 acres) was approved as part of Phase 1.

Approximately 47 acres are dedicated to open space and recreation, including retention areas. While an example of an amenity center is shown on the Final Development Plan, the concepts for the amenity center are still under development and are subject to change under the developer's sole discretion.

At present, two schematic designs provide examples of what the 2 non-residential structures included in Cypress Bay West 2 may look like. A separate document showing schematics of the non-residential structures is attached with the application as required by the City. They are shown here for reference.

[illegible]

June 24, 2021

## CYPRESS BAY WEST PHASE 2 FINAL DEVELOPMENT PLAN APPLICATION NARRATIVE

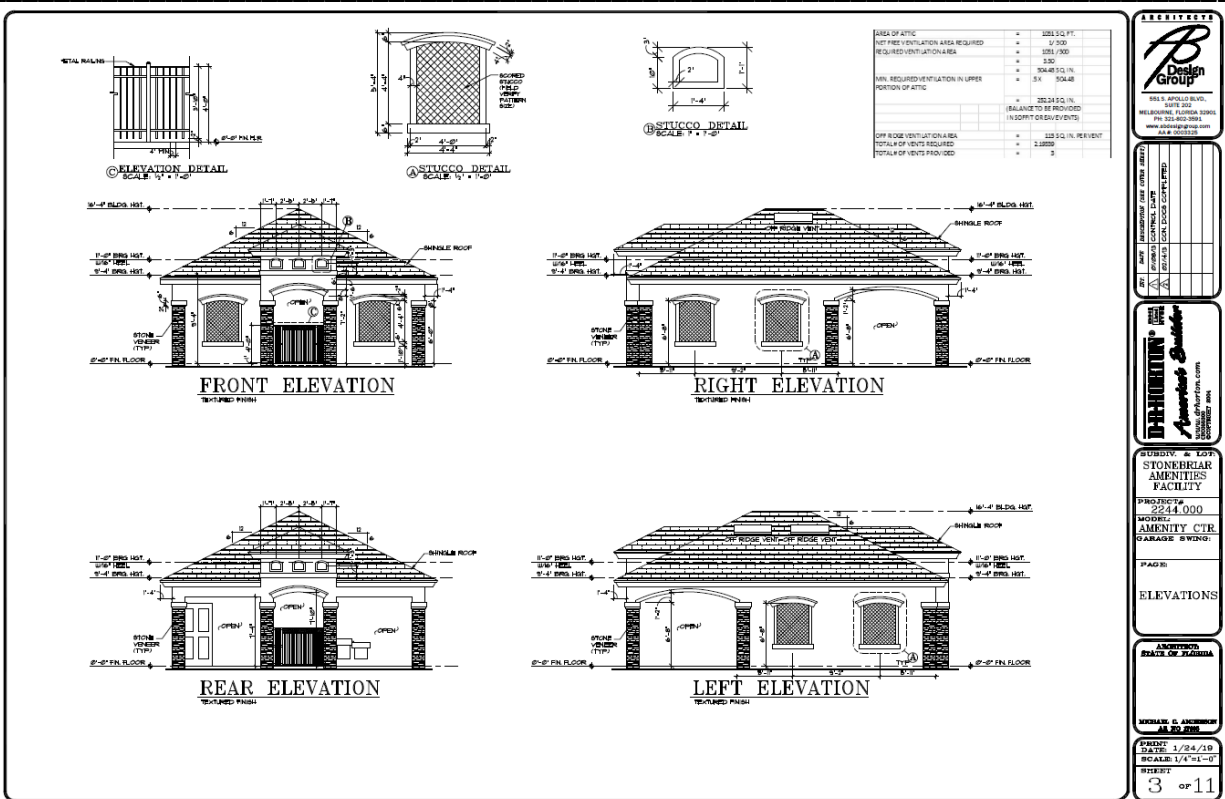


Figure 6 Secondary Amenity Center

### DEVELOPMENT STANDARDS AND GOVERNANCE

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

The project’s zoning of Planned Unit Development gives the owner the ability to establish and restrict the allowable uses within the project and set the development standards. This will be done through Declaration of Covenants, Bylaws and Articles of Incorporation for the Homeowners Association provided in the Final Development Plan application package submittal. There will also be areas that are dedicated to the public and governed by either a regulatory agency or local government (streets and utilities). Subdivisions will be governed by the City and Chapter 177 Florida Statutes. Building permits and construction plan approval will be required by the City. The County may be involved in permitting driveway, signal, or roadway connections to Babcock Street.

CYPRESS BAY WEST PHASE 2  
FINAL DEVELOPMENT PLAN APPLICATION NARRATIVE

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Therefore, the original and currently planned overall PUD has been creatively designed to assure a diverse mix of uses, including: residential units and styles throughout the internal areas of the development with non-residential, institutional, and commercial uses located along the Babcock frontage under separate ownership that serve the community and region. The Cypress Bay West Phase 2 will further refine the draft Deed restrictions during construction plan permitting for specific uses, development standards, architectural and site design features, required landscaping/ lighting/ signage/ materials, architectural review boards, maintenance, and the like. The project has been designed to be consistent with the Comprehensive Plan and Land Development Codes, and compatible with the surrounding area.

Land development will be controlled via Deed Restrictions, a draft of which is submitted with this application for Final Development Plan approval with ownership and maintenance of public and private tracts shown on the preliminary plat by either the Cypress Bay West Homeowner's Association or a Community Development District. The developer intends that a Homeowner's Association would be responsible for ownership and maintenance of all tracts dedicated on the final plat as recreation, open space, landscape, and private rights-of-way. A Community Development District (CDD) will be established and provide for maintenance of all tracts on the plat designated for drainage, open space and landscape ("D"), and the publicly dedicated rights-of-way. In the event a CDD is not formed, the HOA will be responsible for all ownership and maintenance of tracts as shown on the preliminary plat that would have been under the governance of the CDD.

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

**GENERAL RESIDENTIAL USES**

The proposed project is a subdivision within a planned unit development zoning district consisting solely of 446 single family homes on lots that are on average 50' X 125' (15 of these are 50' X 120' deep) lots, and 124 Townhome units on 31 lots, along with ancillary recreation, utilities, and infrastructure.

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

All single family:

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

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

**Minimum Single Family Square Footage: 1600 sf**

**Townhomes:**

**Minimum Yard Requirements (setbacks):**

20' between buildings 10' side yards

Front Yard:	25 feet
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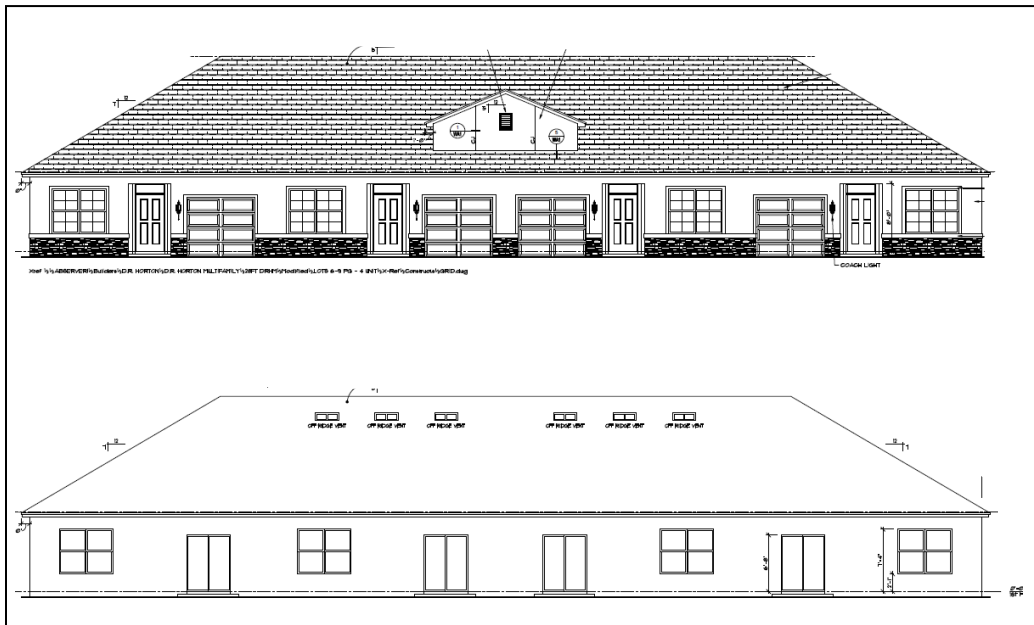
CYPRESS BAY WEST PHASE 2  
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Rear Yard: 20 feet  
Side yard: 10 feet between buildings  
Side Corner: 15 feet

**Max height for structures in multi-family areas: 3 stories**

**Minimum Townhome Square Footage: 1500 sf**

**Elevation Example(subject to change, depending on prototype to be used):**



**COMPATIBILITY WITH SURROUNDING AREA**

The project is being placed on former groves and is a phase of a Master Planned community approved and started in 2005. Heron Bay and the Lakes of Waterstone are 2 subdivisions that have been constructed containing 296 units. Courtyards at Waterstone (201 units) and Gardens 1(154) are under construction. Cypress Bay West Phase 1 is undergoing construction plan review and Cypress Bay West Phase 2 is the subject of this application. Although different owners, all of these projects are similar in style, price, and lot sizes.

Homes on the Cypress Bay West Phase 2 will be a minimum of 1600 square feet. This project will be compatible in style, type, value, and amenities with its surrounding area, including the large scale planned Regional Activity Center 'Emerald Lakes; (approved in 2011 and 2016) and Cypress Bay Preserve (2018) to the east; the Gardens and Courtyards projects approved in 2019 and 2020. With almost 1000 units remaining to be developed in the Waterstone project, the developers will not build any product that will destroy the future potential of various planned subdivisions. Therefore, the Cypress Bay West Phase 2 will be comparable to and compatible with the remaining subdivisions with the planned development in size, scale, character, intensity, and design as well.

CYPRESS BAY WEST PHASE 2  
FINAL DEVELOPMENT PLAN APPLICATION NARRATIVE

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

All of the lands in Waterstone are zoned Planned Unit Development based upon the final development plans and construction of Heron Bay and Lakes of Waterstone. Pursuant to discussions with the staff, because there was already a preliminary plan approved and the zoning established, future phases of the overall project, including this proposed project, Cypress Bay West Phase 2, are eligible to simply submit for Final Development Plan approval.

This document and narrative demonstrates how the Cypress Bay West Phase 2 project is consistent with the Comprehensive Plan, compliant with Land Development Code, and meets the review criteria in Chapter 185.066 of the City's Code, warranting approval. Since the project is zoned Planned Unit Development Zoning, a rezoning is not required.

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

This justification narrative is part of the documents submitted with the Final Planned Unit Development application materials and is provided as expert testimony for the record that the project is consistent with the Comprehensive Plan, compliant with Land Development Code, and that the project is justified under the City's Land Development Code.

The Cypress Bay West Phase 2 PUD submittal includes all the required documents and exhibits requested under the code.

To reiterate, the justification gives evidence and testimony for the Planning and Zoning Board and City Council to make findings of fact that the project deserves approval based upon the review criteria as follows:

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

**JUSTIFICATION:** Cypress Bay West Phase 2 is part of an approved project and plan that was given Planned Unit Development Zoning in 2005. The project is south of the built subdivisions of Heron Bay and southwest of the Lakes of Waterstone, which were begun by Pulte/Divosta around 2006. Completed with 296 homes and an elementary school, utilities are permitted, sized and installed to serve the entire planned development in lines run from Valkaria Road to Mara Loma Blvd, and 2600' feet of Mara Loma Blvd is constructed and dedicated to the City. The Cypress Bay Preserve project's 396 homes located across Babcock Street, was approved in 2019, contains the same type of amenities and design features in varying corporate products. Therefore, there is complete compatibility with the existing surrounding developments.

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

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

**JUSTIFICATION:** Projects on adjacent lands have received City and/or State approval for similar mixed use, large scale developments with commensurate land use and zoning. As an extension of the



CYPRESS BAY WEST PHASE 2  
FINAL DEVELOPMENT PLAN APPLICATION NARRATIVE

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**original planned development, Cypress Bay West Phase 2 is compatible in size, scale, character, intensity, and design with both built subdivisions and future planned subdivisions.**

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

**JUSTIFICATION:** Cypress Bay West Phase 2 will meet all required agency permitting processes and procedures and create no off-site drainage issues. A master conceptual stormwater permit has been issued by the St. John's River Water Management District. Final environmental local and state agency permits are required and will be filed with the City.

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

**JUSTIFICATION:** The original Waterstone Development provided land for an elementary school, Sunrise Elementary, which is open and serving the public. There are no other schools to be provided by Waterstone. Cypress Bay West Phase 2 will have on site recreation amenities for use by its residents. All utilities will be planned for and installed by the developer(s), approved by the City, served by the City and permitted by the required Agencies. All required environmental permits will be obtained through the respective agencies. Currently, *ST. JOHN'S RIVER WATER MANAGEMENT DISTRICT PERMIT # 96251-22* gives conceptual approval to the master planned drainage system for the Cypress Bay West Phase 2 and surrounding 600 acres +/- . That permit is on public record and filed with the City.

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

**JUSTIFICATION:** The overall Waterstone and Cypress Bay West project's residential areas will ultimately provide approximately 180 acres +/- of recreational and open space amenities in both active and passive recreational areas, general open space, and landscaped areas. Cypress Bay West Phase 1 has its own smaller localized recreation areas that may include such elements as tot-lots and other active or passive play amenities, and may contain fountains, gazebos, and trails. Cypress Bay West Phase 2 will build upon those amenities, via location of a large community center which may include a community pool, playgrounds, gathering spaces, event lawns, tot lots, passive areas, walking trails and similar pocket parks. A Homeowners Owner's Association, Inc.' (HOA) will be responsible for operation and maintenance of the recreational amenities within the residential areas.

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

**JUSTIFICATION:** Each neighborhood within the Cypress Bay West projects will function on its own. Utilities provided by the owner/developer to serve the existing Cypress Bay West community will serve this project. The Cypress Bay West project will have a Community Development District (CDD) Deed restrictions, a Homeowner's Association, articles of incorporation and by-laws, permits, and a recorded plat.

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

**JUSTIFICATION:** Numerous Traffic Studies by Lassiter Transportation Group analyzing the roadway impacts and what improvements are necessary have been submitted over the years and are on file with the City and County. A recent traffic signal warrant study was submitted to the City and Brevard

CYPRESS BAY WEST PHASE 2  
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**County.** Brevard County is conducting a PDE for widening of the roadway. The new interchange and Parkway is open. The County is studying alternative corridor location for the extension of the SJHP westward around to Malabar road from Babcock Street. There is adequate roadways to support the project.

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

**JUSTIFICATION:** Cypress Bay West Phase 2 will utilize the lines provided for the existing Waterstone Communities and tie into the City's water and wastewater system. The City has begun the long planned expansion to its wastewater plant and has made expansions to the water plant. The City will be the provider of the requisite services. The owner's engineer, CEG, working in concert with the City's Utilities department, has been advised that there is capacity available to serve this project.

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

**JUSTIFICATION:** Unlike using singular zoning districts and subdivision practices, Cypress Bay West Phase 2 is planned to be a quality, integrated, creative development similar in style and value to the existing Waterstone, Cypress Bay Preserve and Bayside Lakes Subdivisions. Landscaped roads, themed signage, entry features, underground utilities, and deed restrictions will dictate and govern the uses, standards, character and quality of the development. In most cases, the requirements will be stricter than the City code. Because it's within the PUD district, there is greater control and quality than in a single development zone.

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

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

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

**JUSTIFICATION:** This project includes active and passive recreational uses for common enjoyment by the residents. There are no commercial uses within the proposed Cypress Bay West Phase 2 development.

## **CONCLUSION**

Several supporting documents are included in the Appendices and as part of the application. Exhibits required by the applications are under separate cover submitted by the Project Engineer of Record, Construction Engineering Group, Inc., Jake Wise, PD. Based upon my review of the documents, in my opinion, as a Fellow of the American Institute of Certified Planners, with 42 years of professional planning practice in the state of Florida, the proposed Cypress Bay West Phase 2 Final Development Plan is:

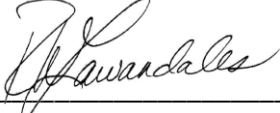
- consistent with the Planned Unit Development Zoning Classification currently on the property,
- consistent with the Comprehensive Plan,
- compliant with the City's land development code, and,
- compatible with the surrounding community.

CYPRESS BAY WEST PHASE 2  
FINAL DEVELOPMENT PLAN APPLICATION NARRATIVE

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This narrative report, to supplement the FDP application, is intended to serve as substantial competent evidence and testimony in all public hearings or proceedings related to the Cypress Bay West Phase 2 project.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "R. Lawandales", written over a horizontal line.

Rochelle W. Lawandales, FAICP  
Waterstone Development Company, LLC

## MAPS AND FIGURES

### MAPS

<b>MAP A:</b>	<b>CYPRESS BAY WEST PHASE 2 LOCATION MAP</b>
<b>MAP B:</b>	<b>BOUNDARY SKETCH AND LEGAL</b>
<b>MAP C:</b>	<b>CITY ZONING MAP</b>
<b>MAP D:</b>	<b>ORIGINAL FINAL DEVELOPMENT PLAN FOR WATERSTONE AT PALM BAY WITH APPROXIMATE LOCATION OF CYPRESS BAY WEST PHASE 2</b>
<b>MAP E:</b>	<b>CYPRESS BAY WEST PHASE 2 FINAL DEVELOPMENT PLAN</b>
<b>MAP F:</b>	<b>CITY FUTURE LAND USE MAP</b>
<b>MAP G1:</b>	<b>ENVIRONMENTAL CONDITIONS</b>
<b>MAP G2:</b>	<b>TREE SURVEY AERIAL</b>

### FIGURES

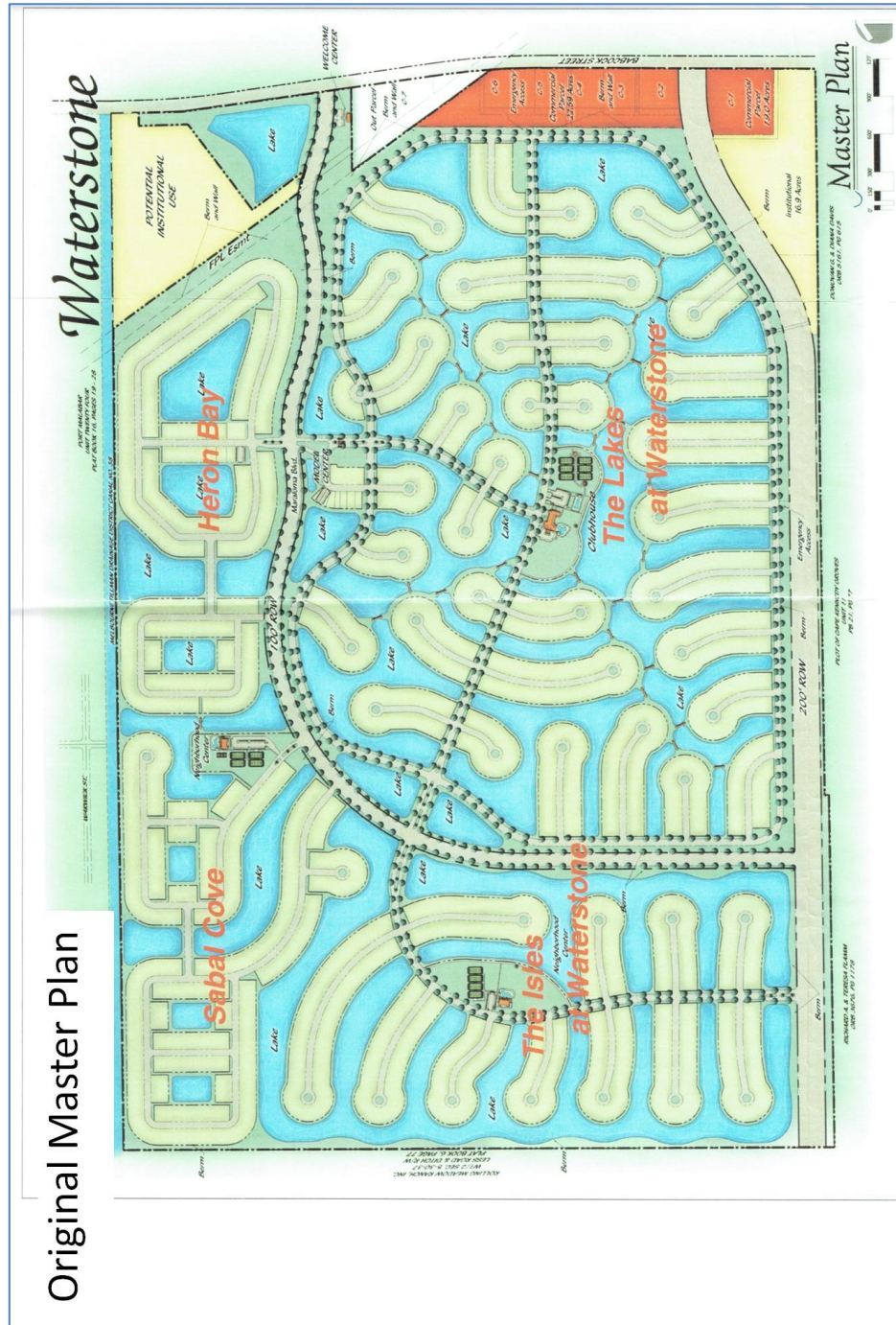
<b>FIGURE 1</b>	<b>Future Land Use Map taken from the City's Comprehensive Plan on the City of Palm Bay Website, April, 2019</b>
<b>FIGURE 2</b>	<b>Urban Services Boundary Map adopted by the City in the EAR, October 2017; as shown on the City of Palm Bay website, April, 2019.</b>
<b>FIGURE 3</b>	<b>Comprehensive Plan Wetlands Map, dated June, 2018, taken from the City of Palm Bay's website, April, 2019</b>
<b>FIGURE 4</b>	<b>Comprehensive Plan FEMA 100 Year Floodplain Map, taken from the City of Palm Bay's website, April, 2019</b>
<b>FIGURE 5</b>	<b>FORESTAR Primary Amenity Center</b>
<b>FIGURE 6</b>	<b>FORESTAR Secondary Amenity Center</b>

### **APPENDICES, included and by reference:**

- 1. APPROVED FINAL DEVELOPMENT PLAN 2005 ESTABLISHING ZONING**
- 2. RESUME OF ROCHELLE W. LAWANDALES, FAICP**
- 3. FULL SET OF CYPRESS BAY WEST PHASE 2 FINAL DEVELOPMENT PLAN, DATED June 1, 2001 REFERENCE**
- 4. FULL SET OF THE PRELIMINARY PLAT, HORIZON SURVEYORS, DATED June 1, 2021 BY REFERENCE**
- 5. LASSITER TRANSPORTATION GROUP, AUGUST 2017 TRAFFIC STUDY AND TRAFFIC SIGNAL WARRANT STUDY FOR BABCOCK STREET AND MARA LOMA BY REFERENCE**

## APPENDICES

### 1. APPROVED ORIGINAL MASTER PLAN ESTABLISHING PUD ZONING





Resulted in PUD Zoning  
Shown on City's GIS today



**2. RESUME OF ROCHELLE W. LAWANDALES, FAICP**

## EDUCATION

**Graduate Degree:** MASTER OF CITY AND REGIONAL PLANNING  
CLEMSON UNIVERSITY, CLEMSON, S.C. 1979

**Bachelor of Arts:** SOCIOLOGY/PSYCHOLOGY  
CLEMSON UNIVERSITY, CLEMSON, S.C. 1977

**Other Studies:** ALLIANCE FRANÇAISE, PARIS, FRANCE (1976)

**Certifications:** American Institute of Certified Planners

**Honors:** Inducted into the College of Fellows by the American Planning Association/American Institute of Certified Planners, 2018

## EXPERIENCE

**Private Consultation Service: Lawandales Planning Affiliates, Inc.,(LPA)**, owned by Rochelle W. Lawandales, AICP, has been serving communities and individuals with planning services since 1989, including, but not limited to:

- Local governments including, Palm Bay, Palm Shores, Melbourne Beach, Malabar, Melbourne, Fellsmere, Cocoa Beach, Satellite Beach, New Smyrna Beach, Tampa, Savannah, Georgia, South Daytona, Rockledge, Cocoa, Port Orange
- National and Local developers, including, but not limited to: American Tower Systems, a subsidiary of CBS, Inc.(site selection for telecommunication towers across Florida), Lennar Homes(zoning, land development), Mercedes Homes(zoning/land development approvals), Heritage Properties, St. Mary's Catholic Community Church(zoning/conditional use), Mattress Barn(comp plan and zoning), Boozer Properties, Plymel Realty, Charlie Boyd (zoning), FBC of Brevard(zoning), Richard Stottler d/b/a Cape Kennedy Shores, Inc., Ben Jefferies d/b/a Bayside Lakes Development Corporation, Waterstone Development Company, LLC; Mike Erdman, d/b/a as KEW, Inc., Roy Pence, Coy Clark, Centex Homes (zoning/land development), among others.
- Many noted Land Use/Real Estate Lawyers, individuals or developers who have needed expert planning services for development reviews and approvals, eminent domain, or expert witness testimony for quasi-judicial or legislative hearings. Ms. Lawandales has been certified as an expert witness in local government hearings, Circuit and District Courts in Florida, and Chapter 120 Administrative hearings.

### Comprehensive and Neighborhood Planning experience includes:

- West Melbourne, Malabar, and Cocoa Comprehensive Plans
- Amendments for Melbourne Beach, Brevard County, Fellsmere, Palm Shores, South Daytona, Indian Harbor Beach, Cocoa, Palm Bay
- South Daytona Evaluation and Appraisal Report
- Neighborhood Strategic Plan for the City of Melbourne's North CDBG Target Area "Booker T. Washington Neighborhood
- Former City of Fellsmere Consulting Planner, Comprehensive Plan 2003 completion and several large scale Updates

### Redevelopment, Urban Design and Historic Preservation experience includes:

- City of Titusville: Land Development Codes and Urban Design Manual with Kimley-Horn and Associates
- City of Port Orange: TDM/TSM Strategic Plan with Kimley-Horn and Associates

- City of Rockledge: Community Redevelopment Area consulting Director, 2003-2010; CRA Plan Update 2009; Redevelopment Mixed Use District-Comprehensive Plan amendment, Land Development Code amendment, and Design Manual; Barton Boulevard Streetscape design;
- City of Fellsmere: Mixed-Use District Code and Urban Design/Streetscape Concepts; Findings of Necessity and established district with the Community Redevelopment Area Plan, 2005; City Hall Master Plan; Preparing Design Manual and Streetscape Plan for downtown;
- City of Palm Bay: Bayfront Redevelopment Area projects; Waterstreet Development Master Plan, Waterstreet Strategic Funding Plan, with Brad Smith Associates; Award winning Powell Subdivision Visioning, streetscape design; Palm Bay Road streetscape; Indian River Scenic By-ways establishment and Corridor Management Plan; Design Manual/Pattern Book for urban design in CRA district
- City of Cocoa: Redevelopment Area Streetscape/Urban Design Project; Heart of Cocoa, Delannoy Avenue, and Whitley Bay; in association with Baskerville-Donovan, Inc.
- City of Melbourne: Booker T. Washington Neighborhood Strategic Plan. Redevelopment, Urban Design and Streetscape concepts; *Eau Gallie Urban Infill and Community Redevelopment Plan, Streetscape, and Urban Design Concepts; CRA Expansion-Blight Study. This project won the 2003 National APA Community Initiative Award*; Blight Study for Downtown Melbourne Area Expansion; Downtown Blight Study and Evaluation/Audit of the CRA Redevelopment Plan; Babcock Street Blight Study and first Community Redevelopment Plan, with HDR, Inc and Brad Smith Associates.
- Town of Melbourne Beach: Ocean Avenue Redevelopment, Streetscape and Design Guidelines; Ocean Avenue Traffic Light, Pavers, Colors, and Lighting Design; TEA-21 Enhancement Project Design/Streetscape Elements; Melbourne Beach Municipal Complex with Rood and Zwick, Architects in Association and Brad Smith Associates;
- City of South Daytona: Assisted in creation of redevelopment district, Redevelopment Plan and Urban Design Concepts
- City of Indian Harbor Beach: Mixed Use District Code and Urban Design/Streetscape Concepts
- City of Satellite Beach: Blight Study, creation of redevelopment district, Community Redevelopment Plan and Urban design recommendation
- Town of Palm Shores: Community Redevelopment Blight Study and Urban Design recommendations
- Harris Corporation Master Plan-a micro-"urban design" project, with Brad Smith Associates
- Cocoa Beach Redevelopment Area-SR 520 Urban Design/Beautification Project, with Brad Smith Associates
- Blight Study, Redevelopment Plan, Comprehensive Plan amendment and Land Development Code amendments for the Merritt Island Redevelopment Agency area expansion
- Conceptual redevelopment plan for the Max Brewer Causeway, part of the Titusville Redevelopment Area
- Conceptual Master Plan, Sandpoint Park, Honeycutt and Associates, part of Titusville Redevelopment Area

### Historic Preservation and Main Street

- Eau Gallie Arts District (EGAD) Economic Restructuring Plan, 2012
- Henegar Center for the Arts, Building Feasibility Study for use of 1920's High School, 2008
- Melbourne Main Street Strategic Plan
- Hamilton County Main Street Historic District Survey and Recommendations, Hamilton County, Florida
- Established an Historic District for the downtown area in Cocoa (Cocoa Village) and wrote Preservation and Development Guidelines
- Secured funding, assisted in the planning and supervised the \$500,000 rehabilitation of the E.P. Porcher House, a National Register Property in Cocoa
- Drafted a Model Historic Preservation Ordinance for graduate school

### Public Participation Workshop Facilitation and Visioning Processes

South Daytona, Melbourne, Melbourne Beach, Fellsmere, Zion Christian Church, Florida Air Academy, Eau Gallie, Satellite Beach, Cocoa, Palm Shores, Indian River Scenic Highway Coalition, Cocoa Beach, Rockledge,

## ROCHELLE W. LAWANDALES, FAICP

Palm Bay, Melbourne Main Street, Interstate Business Park, Le Centre, Savannah, Tampa Downtown Development Authority; New Smyrna Beach Redevelopment Agency

### Land Development Regulations include:

Complete Land Development Regulations for West Melbourne, Malabar, South Daytona, Fellsmere and Cocoa; and updates or changes to LDR's for Titusville(Form Based Code), Rockledge, Palm Shores, Fellsmere, Melbourne, Cocoa, Melbourne Beach, Indian Harbor Beach, and Satellite Beach. Performance Standards Zoning Code for Cocoa Redevelopment Agency, with Frielich-Leitner, Esq. Architectural and Site Design Guidelines; Recreation Impact Fee Ordinances; Performance Standards Zoning Codes; Historic Preservation Districts and Historic Preservation Land Development Code; Downtown Redevelopment Codes; Mixed-Use District Codes

### Grants experience:

Successes have included Historic Preservation, Florida Communities Trust, FRDAP, FIND, FCMP, Brownfields, Enterprise Zones/Foreign Trade zone designations, for a variety of programs, services and facilities; and overall obtaining over \$5M for a variety of local or county public improvements.

### Recreation projects:

Recreation master planning services have included Wabasso Causeway Park and Round Island Park with Brad Smith Associates for Indian River County; Melbourne Community Park Location and Design Study, Front Street Park, Sherwood Park and Carver Park for the City of Melbourne; City of Fellsmere Senior League, Little League Community Parks, and Grant Ave. Neighborhood Park; Waterstreet Redevelopment Plan with several Park Components for the City of Palm Bay; Westbrook Community Park for Lennar Homes; Indian River Lagoon Scenic Highway Program; Ryckman and Loggerhead Parks for the Town of Melbourne Beach; Palm Shores Shoreside Park; Sandpoint Park and Max Brewer Causeway, (Brevard County) with Honeycutt and Associates, Inc.

### Public Service:

Ms. Lawandales' first 10 years of practice were spent serving the public sector:

- West Melbourne, Florida: Planning Director, 1979-1980
- Melbourne, Florida: Special Projects and Grants Administrator, 1980-1983
- Cocoa, Florida: Redevelopment Director 1986; Community Improvement Administrator, 1986-1989.

### Other Employment

Since 2011, Ms. Lawandales has continued to serve as a sole proprietor planning consultant to the public and private sectors to provide expert testimony, planning consultation, code changes, and sustainability programs for various clients. In 2014, she was hired as the Professional Planner for Waterstone Development Company, LLC in Melbourne, FL.

### Miscellaneous talents and experience:

- Designing, Implementing, and Directing the We Care Program for the Brevard County Medical Society, Brevard County Health Unit, and area Hospitals, which brought private medical care to the indigent of Brevard County
- Counseling for troubled youth and their families as a caseworker for Devereux Outpatient Services
- Principal for religious schools for 4 years/teacher for 13
- Adjunct Professor, Planning and Urban Design, University of Central Florida, Fall, 2004
- Coldwater Creek, Retail Sales Associate, Part time, 2005-present

### Prior Affiliations:

- Florida Redevelopment Association, President, 2009-2010; Legislative Policy Committee; Board member 2006-2011; Treasurer, 2007-2008
- Florida Chapter American Planning Association: Legislative Policy Committee (almost 20 years and currently)
- American Institute of Certified Planners/American Planning Association (current)
- Florida League of Cities: Legislative Policy Committee

**ROCHELLE W. LAWANDALES, FAICP**

- Florida Chambers, Six Pillars Committee
- Florida League of Cities: Keys to the Cities Task Force, 2010
- Brevard Tomorrow

**Previous Community Service:**

- Past Chair(13 years) and Member (16 years), Satellite Beach Planning and Zoning Board
- Past Chair (4 years), Satellite Beach Community Redevelopment Agency Advisory Board,
- Past service on Melbourne's Planning and Zoning Board and Architectural Review Board
- Junior League of South Brevard, Various Executive Board, Board positions and member 19 years
- Former Chair, State Public Affairs Committee for the Junior Leagues of Florida; established the Growth Management Task Force
- Former Committee Member, Land Use and Growth Management Subcommittee, Brevard Tomorrow, Tourist Development Council Signage Committee; Landscape and Tree Preservation Ordinance, Brevard County
- Leadership Brevard 1994 Graduate

## **ORDINANCE 2021-65**

**AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, APPROVING A FINAL DEVELOPMENT PLAN TO BE KNOWN AS 'CYPRESS BAY WEST PHASE II' IN PUD (PLANNED UNIT DEVELOPMENT) ZONING; WHICH PROPERTY IS LOCATED WEST OF AND ADJACENT TO BABCOCK STREET, IN THE VICINITIES SOUTH OF MARA LOMA BOULEVARD AND NORTH OF DAVIS LANE, AND LEGALLY DESCRIBED HEREIN; PROVIDING FOR A COMMENCEMENT PERIOD; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, application for Final Development Plan approval in PUD (Planned Unit Development) zoning to permit a 570-unit residential subdivision to be known as 'Cypress Bay West Phase II' on property legally described herein as Exhibit 'A', has been made by Waterstone Holdings, LLC; Waterstone Farms, LLC; and Forestar (USA) Real Estate Group, and

**WHEREAS**, the request was duly considered by the Planning and Zoning Board of the City of Palm Bay on September 1, 2021, which voted to recommend to the City Council approval of the application, and

**WHEREAS**, all provisions applicable to the Planned Unit Development (PUD) under Chapter 185, Zoning, of the Palm Bay Code of Ordinances, have been satisfied by the applicant, and

**WHEREAS**, the City Council of the City of Palm Bay, after due deliberation and consideration, reviewed and considered the reports, documents, testimony, and other materials presented, and has determined that such development plan will neither be injurious to the neighborhood nor otherwise detrimental to the public welfare.

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



**SECTION 1.** The City Council of the City of Palm Bay hereby grants final development plan approval for 'Cypress Bay West Phase II' on property zoned PUD (Planned Unit Development), which property is legally described herein as Exhibit 'A'.

**SECTION 2.** The final development plan is granted subject to the staff comments contained in the Staff Report being addressed upon submission of the administrative construction plans as follows:

- A. The property shall be developed in substantial conformance with the Final Development Plan, which is, by reference, incorporated herein as Exhibit 'B', except as may be modified by the conditions of approval;
- B. The Land Development Division Staff Report, which is, by reference, incorporated herein as Exhibit 'C';
- C. Fully engineered construction drawings;
- D. A Subdivision Plat meeting Chapter 177 of the Florida State Statutes and a title opinion;
- E. The technical comments generated by the Development Review Staff, hereby incorporated as Exhibit 'D', shall be observed and incorporated into the engineered construction drawings;
- F. Mara Loma Boulevard and Journey Drive right-of-way shall not be accepted by the City of Palm Bay for operation and maintenance, until and unless the Developer requests acceptance through the process promulgated in Chapter 182 of the Palm Bay Code of Ordinances. Upon commencement of said process, staff shall determine if acceptance of these roadways will provide a public benefit and that current City of Palm Bay construction standards are met;
- G. An updated traffic study including traffic counts for Cypress Bay West Phase II shall be provided. This is to facilitate the determination of the Proportionate Fair Share contribution that may be due from the Developer towards the traffic impact improvements at associated segments along Babcock Street. These were previously recommended in the 2017 Waterstone Traffic Impact Study for the 2025 build-out; and

H. All provisions of the Code of Ordinances of the City of Palm Bay and all other state and federal rules, regulations, and statutes.

**SECTION 3.** This ordinance shall take effect immediately upon the enactment date.

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

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Rob Medina, MAYOR

ATTEST:

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Terese M. Jones, CITY CLERK

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

Applicant: Waterstone Holdings, LLC; Waterstone Farms, LLC; and Forestar (USA) Real Estate Group

Case: FD-30-2021

cc: (date) Brevard County Recording  
Applicant  
Case File

LEGAL DESCRIPTION:

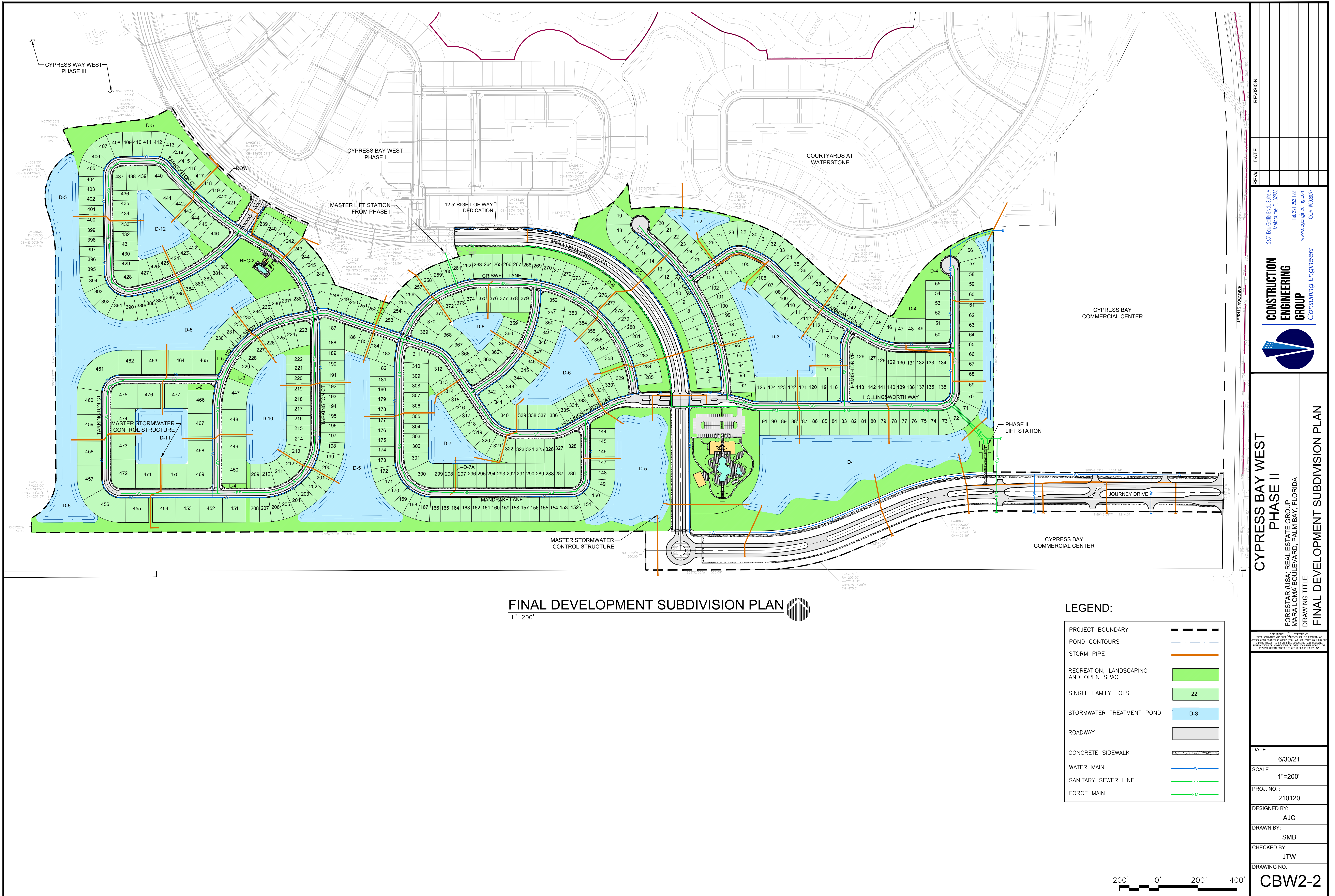
A PARCEL OF LAND BEING A PORTION OF SECTIONS 3 AND 4, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, AND A PORTION OF LOT 33, LOT 34, LOT 63 AND LOT 64 OF SAN-SEBASTIAN FARMS, SECTION 5, TOWNSHIP 30 SOUTH, RANGE 37 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 77, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 4; THENCE RUN N 01° 11' 38" W ALONG THE EAST LINE OF SAID SECTION 4 FOR A DISTANCE OF 7.46 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 4; THENCE RUN N 89° 52' 37" E FOR A DISTANCE OF 129.17 FEET TO THE WEST RIGHT OF WAY LINE OF BABCOCK STREET (A 100 FOOT WIDE RIGHT OF WAY); THENCE RUN N 00° 45' 16" E ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 291.62 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN N 89° 42' 39" W FOR A DISTANCE OF 1214.31 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 1000.00 FEET, AND WHOSE CHORD BEARS S 78° 39' 00" W FOR A DISTANCE OF 403.49 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 23° 16' 41", FOR A DISTANCE OF 406.28 FEET TO A POINT OF TANGENCY; THENCE RUN S 67° 00' 40" W FOR A DISTANCE OF 328.03 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 1200.00 FEET, AND WHOSE CHORD BEARS S 78° 26' 39" W FOR A DISTANCE OF 475.74 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 22° 51' 58", FOR A DISTANCE OF 478.91 FEET TO A POINT OF TANGENCY, ALSO BEING THE SOUTH LINE OF PARCEL B, AS DESCRIBED IN OFFICIAL RECORDS BOOK 3480, PAGE 685, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN S 89° 52' 38" W ALONG THE SOUTH LINE OF SAID PARCEL B FOR A DISTANCE OF 588.09 FEET; THENCE RUN N 00° 07' 22" W FOR A DISTANCE OF 200.00 FEET; THENCE RUN S 89° 52' 38" W FOR A DISTANCE OF 3155.67 FEET; THENCE RUN N 00° 07' 22" W FOR A DISTANCE OF 74.96 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 225.00 FEET AND WHOSE CHORD BEARS N 31° 44' 37" E FOR A DISTANCE OF 237.57 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 63° 43' 57", FOR A DISTANCE OF 250.28 FEET TO A POINT OF TANGENCY; THENCE RUN N 00° 07' 22" W FOR A DISTANCE OF 1143.70 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 675.00 FEET, AND WHOSE CHORD BEARS N 09° 50' 34" W FOR A DISTANCE OF 227.92 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 19° 26' 23", FOR A DISTANCE OF 229.02 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 250.00 FEET AND WHOSE CHORD BEARS N 22° 47' 04" E FOR A DISTANCE OF 336.81 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 84° 41' 39", FOR A DISTANCE OF 369.55 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN N 24° 52' 07" W FOR A DISTANCE OF 125.00 FEET; THENCE RUN N 65° 07' 53" E FOR A DISTANCE OF 20.65 FEET; THENCE RUN N 83° 26' 35" E FOR A DISTANCE OF 377.34 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 325.00 FEET, AND WHOSE CHORD BEARS N 71° 43' 01" E FOR A DISTANCE OF 132.10 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 23° 27' 08", FOR A DISTANCE OF 133.03 FEET TO A POINT OF TANGENCY; THENCE RUN N 59° 59' 27" E FOR A DISTANCE OF 45.84 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 1475.00 FEET, AND WHOSE CHORD BEARS S 49° 38' 51" E FOR A DISTANCE OF 920.48 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 36° 21' 47", FOR A DISTANCE OF 936.12 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN S 22° 10' 15" W FOR A DISTANCE OF 80.18 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 675.00 FEET, AND WHOSE CHORD BEARS S 34° 36' 29" E FOR A DISTANCE OF 295.95 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 25° 19' 37", FOR A DISTANCE OF 298.38 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 225.00 FEET, AND WHOSE CHORD BEARS S 73° 08' 02" E FOR A DISTANCE OF 15.62 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03° 58' 38", FOR A DISTANCE OF 15.62 FEET TO A POINT OF TANGENCY; THENCE RUN S 71° 08' 43" E FOR A DISTANCE OF 277.37 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 575.00 FEET, AND WHOSE CHORD BEARS N 44° 10' 21" E FOR A DISTANCE OF 203.57 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 20° 23' 31", FOR A DISTANCE OF 204.65 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 450.00 FEET, AND WHOSE CHORD BEARS N 62° 19' 26" E FOR A DISTANCE OF 124.56 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 15° 54' 40", FOR A DISTANCE OF 124.97 FEET TO A POINT OF TANGENCY; THENCE RUN N 70° 16' 46" E FOR A DISTANCE OF 73.63 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 425.00 FEET, AND WHOSE CHORD BEARS N 71° 25' 40" E FOR A DISTANCE OF 17.04 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02° 17' 48", FOR A DISTANCE OF 17.04 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN N 00° 07' 22" W FOR A DISTANCE OF 156.73 FEET; THENCE RUN N 89° 52' 38" E FOR A DISTANCE OF 320.27 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 887.50 FEET, AND WHOSE CHORD BEARS S 80° 41' 08" E FOR A DISTANCE OF 291.04 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 18° 52' 29", FOR A DISTANCE OF 292.36 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN N 18° 45' 07" E FOR A DISTANCE OF 95.37 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 350.00 FEET, AND WHOSE CHORD BEARS N 55° 46' 05" E FOR A DISTANCE OF 289.13 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 48° 47' 30", FOR A DISTANCE OF 298.05 FEET TO A POINT OF TANGENCY; THENCE RUN N 31° 22' 20" E FOR A DISTANCE OF 23.26 FEET; THENCE RUN S 06° 50' 39" E FOR A DISTANCE OF 133.29 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 1280.00 FEET, AND WHOSE CHORD BEARS S 81° 26' 45" E FOR A DISTANCE OF 720.14 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 32° 40' 34", FOR A DISTANCE OF 729.99 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 480.00 FEET, AND WHOSE CHORD BEARS S 55° 58' 25" E FOR A DISTANCE OF 152.40 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 18° 16' 06", FOR A DISTANCE OF 153.04 FEET TO A POINT OF TANGENCY; THENCE RUN S 46° 50' 22" E FOR A DISTANCE OF 174.47 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 1000.00 FEET, AND WHOSE CHORD BEARS S 53° 30' 50" E FOR A DISTANCE OF 232.46 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13° 20' 57", FOR A DISTANCE OF 232.99 FEET TO A POINT OF TANGENCY; THENCE RUN S 60° 11' 18" E FOR A DISTANCE OF 191.82 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 25.00 FEET, AND WHOSE CHORD BEARS N 74° 48' 42" E FOR A DISTANCE OF 35.36 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90° 00' 00", FOR A DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY; THENCE RUN N 29° 48' 42" E FOR A DISTANCE OF 126.82 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 680.00 FEET, AND WHOSE CHORD BEARS N 53° 54' 19" E FOR A DISTANCE OF 555.19 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 48° 11' 15", FOR A DISTANCE OF 571.90 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN S 00° 01' 02" W FOR A DISTANCE OF 1252.63 FEET; THENCE RUN S 89° 42' 39" E FOR A DISTANCE OF 1181.14 FEET; THENCE S 00° 45' 16" W A DISTANCE OF 200.01 FEET TO THE POINT OF BEGINNING; CONTAINING 185.939 ACRES, MORE OR LESS.

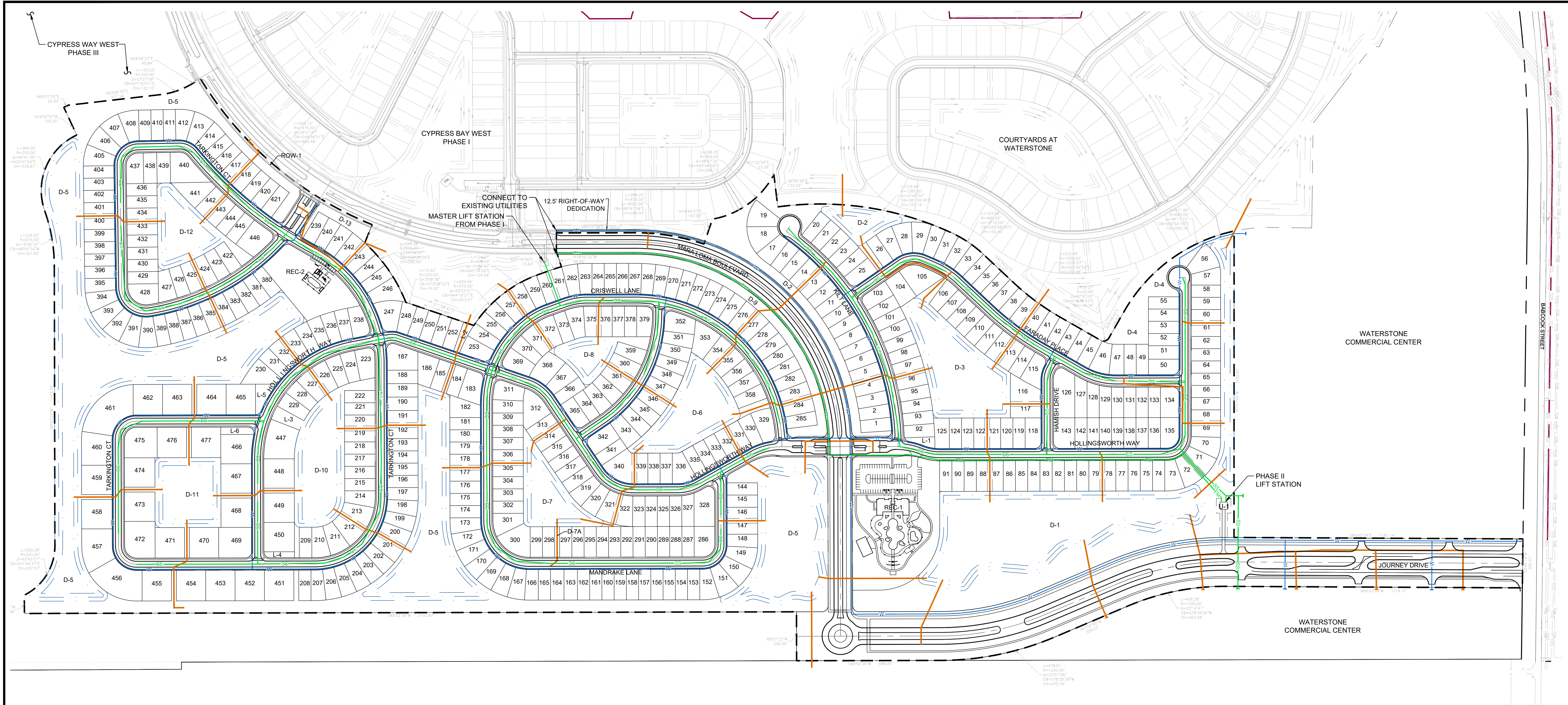












FINAL DEVELOPMENT UTILITY PLAN

1"=150'



LEGEND:

PROJECT BOUNDARY	---
POND CONTOURS	- - - -
STORM PIPE	---
WATER MAIN	-W-
SANITARY SEWER LINE	-SS-
FORCE MAIN	-FM-



CYPRESS BAY WEST  
PHASE II

FORESTAR USA REAL ESTATE GROUP  
MARLA LOMA BOULEVARD, PALM BAY, FLORIDA

DRAWING TITLE

FINAL DEVELOPMENT UTILITY PLAN

CONSTRUCTION  
ENGINEERING  
GROUP  
Consulting Engineers

261 Egu Calle Blvd, Suite A  
Melbourne, FL 32935  
Tel: 321.253.1221  
www.cegeengineering.com  
COA #008897

REVISION	DATE	REV

DATE	6/30/21
SCALE	1"=150'
PROJ. NO. :	210120
DESIGNED BY:	AJC
DRAWN BY:	SMB
CHECKED BY:	JTW
DRAWING NO.	CBW2-3





## STAFF REPORT

### LAND DEVELOPMENT DIVISION

120 Malabar Road SE • Palm Bay, FL 32907 • Telephone: (321) 733-3042

[landdevelopmentweb@palmbayflorida.org](mailto:landdevelopmentweb@palmbayflorida.org)

#### Prepared by

Christopher Balter, Senior Planner

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#### CASE NUMBER

FD-30-2021

#### PLANNING & ZONING BOARD HEARING DATE

September 1, 2021

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#### PROPERTY OWNER & APPLICANT

Waterstone Farms, LLC, Forestar Real Estate Group, Waterstone Holdings, LLC (Jake Wise Representing)

#### PROPERTY LOCATION/ADDRESS

A portion of Tax Parcels 500, 5, and 1, Section 4, Township 30, Range 37, and Part of Tract 750 of San Sebastian Farms, Section 5, Township 30, Range 37 Brevard County, Florida

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#### SUMMARY OF REQUEST

Final Planned Unit Development approval for a 570-unit residential subdivision to be known as Cypress Bay West Phase 2 PUD.

##### Existing Zoning

PUD, Planned Unit Development

##### Existing Land Use

Single-Family Residential Use and Multiple-Family Residential Use

##### Site Improvements

Vacant, Unimproved Land (Former Orange Groves)

##### Site Acreage

185.747 acres

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#### SURROUNDING ZONING & USE OF LAND

##### North

PUD; Cypress Bay West Phase I, The Courtyards at Waterstone; Single-Family Homes

##### East

PUD; The Courtyards Waterstone PUD; Single-Family Homes; and Undeveloped Lands

##### South

Davis Lane; City Limit

##### West

PUD; Waterstone at Palm Bay; Undeveloped Lands

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#### COMPREHENSIVE PLAN COMPATIBILITY

A planned unit development is compliant with both future land use designations of the subject properties. The proposed density is 3.07 units per acre, which is below the maximum density defined in the City's Comprehensive Plan for Single-Family Residential Use up to (5 units per acre) and well below the 10 units per acre by the Multiple Family Residential Future Land Use categories.

**BACKGROUND:**

The subject property is located south of Mara Loma Boulevard SE and west of Babcock Street SE. Specifically, a portion of Tax Parcels 500, 5, and 1, Section 4, Township 30, Range 37, and Part of Tract 750 of San Sebastian Farms, Section 5, Township 30, Range 37 Brevard County, Florida. This Final PUD request includes approximately 185.747 acres of land.

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

The total encumbered remaining units by Final Development Plan without this current application being counted are as follows: 1,548 units on the west side of Babcock Street and 362 units on the east side of Babcock Street.

**ANALYSIS:**

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

Specifically, the FDP proposes a 446-unit single-family development and 124 townhome development that will be constructed in multiple phases. Per the FDP, average lots within the residential development are 50' x 125'. The proposed minimum size home is 1,600 square feet, and the minimum size townhome is 1500 square feet. The development will consist of gated entrances with two amenity centers, each with its own pool, playground, passive recreation areas, stormwater management ponds, and private roadways. The master amenity center will include an oversized pool and slide, with a fitness center and picnic/play areas. Mara Loma Bouvard will be built and extended to a new roadway called Journey Drive which will be connected to Babcock Street SE.

**CONDITIONS:**

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

- Fully engineered construction drawings.
- A Subdivision Plat meeting Ch.177 of Florida State Statute requirements and a title opinion.
- The technical comments generated by the Development Review Staff (attached) shall be observed and incorporated into the engineered construction drawings.
- Mara Loma Boulevard right-of-way dedication and Journey Drive shall not be accepted by the City of Palm Bay for operation and maintenance until and unless the Developer requests acceptance through the process promulgated in Chapter 182 of the City of Palm Bay's Code of Ordinances. Upon commencement of said process, staff will determine if acceptance of the Mara Loma Boulevard Extension and Journey Drive would provide a public benefit and that current City of Palm Bay construction standards are met.
- An updated traffic study including traffic counts for Cypress Bay West Phase 2 shall be provided. This is to facilitate the determination of the Proportionate Fair Share that may be due from the Developer towards the traffic impact improvements at associated segments along Babcock Street. These were previously recommended in the 2017 Waterstone Traffic Impact Study for the 2025 build-out.

**STAFF RECOMMENDATION:**

Case FD-30-2021 is recommended for approval, subject to the staff comments contained in this report.

**TECHNICAL COMMENTS**

**CASE FD-30-2021 – Cypress Bay West Phase II PUD**

**PUBLIC WORKS (Natalie Shaber, Engineer II):**

Engineering Comments:

1. Note 7 - Until discussion between the developer and the City confirms responsibility of maintenance of all utilities and roadway improvements, Note 7 on the plat is subject to amendment
2. Note 11 - Please modify the language to read as follows "Please note that easements on the "D" and "L" tracts and any easements that provide connectivity such as lot line pipe shall be dedicated to the 'City' for emergency access to stormwater utilities.
3. Title opinion or property information report shall be updated and submitted to staff for review at the time of Final Plat review.
4. Updated traffic counts for Cypress Bay West Phase 2 shall be provided, and a determination of the Proportionate Fair Share due from the Developer towards traffic impact improvements at associated segments along Babcock St. that have been recommended in the 2017 Waterstone Traffic Impact Study for 2025 build out.
5. Drainage easement granted to the City of Palm Bay for emergency access to the final outfall. Maintenance or outfall pipe replacement based on the condition of the outfall may be necessary
6. Right of way and Driveway permit applicable for development improvements.
7. Journey Dr. improvements shall be privately maintained until publicly accepted for maintenance per Chapter 182
8. Inspection fees and 2-year maintenance bond per City requirements applicable
9. CDD/HOA Cross access, drainage, and utility maintenance agreement required. Easements shall encompass a flat unobstructed area large enough for heavy equipment operation if necessary.
10. All roadway improvements and driveways shall per City PW manual requirements; turn lane dimensions associated with Cypress Bay West II shall be per traffic study requirements. All D/W radii shall be minimum 35 ft.
11. Include Utility chase pipes under roadways for future development.

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

1. The applicant/owner, at their expense, will be required to design, permit, install, inspect, and test water & sewer systems of adequate size to accommodate the development and to

connect to the City's water and sewer system [Section 200.11(d)(1) - On-site Facilities]. Currently, the nearest point of connection to the mainline water distribution system is a 16" PVC pipe on the west end of Mara Loma Boulevard. The nearest point of connection to the mainline wastewater collection system force main is a 10" PVC pipe on the west end of Mara Loma Boulevard.

2. The applicant/owner will be responsible for the property's hydraulic share for the new utilities. Oversizing of utilities at the request of the Utilities Department will be subject to a refunding agreement or refundable advance [Section 200.11(D) &(E)]. The City of Palm Bay's 2017 Wastewater Master Plan & 2017 Water Master Plan, both of which are available upon request, identify proposed mainline extensions with the current piping size requirements.

3. A City of Palm Bay "Utility Agreement" shall be executed between the Property Owner and the City. All Utility impact/connection charges noted in the "Utility Agreement" must be paid as outlined in the terms and conditions of the Utility Agreement. All fees are subject to change annually on October 1. The Property Owner shall submit a certified copy of the property deed as verification of ownership as part of the Utility Agreement.

4. All Utility construction, materials, and testing shall be in accordance with the latest revision of the Palm Bay Utilities Department Policies, Procedures, and Standards Handbook and the Standard Detail Drawings.

5. Prior to any construction, all required FDEP Permit applications for the Water and Sanitary Sewer Construction shall be processed through and copies of the Permits filed with the Utilities Department.

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

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

2. The maximum distance between fire hydrants shall not exceed 800 ft. (244 m).

3. All motorized gates shall include a Siren Operated Switch and Knox Key Switch backup.

**BUILDING (James Williams, Certified Floodplain Manager):**

1. Multiple lots are in the Unnumbered Floodzone A. A FEMA CLOMR must be obtained before construction to obtain a FEMA approved Base Flood Elevation to be used on floodplain permits for the affected lots. On completion of construction an approved FEMA LOMR will be required to remove affected structures from the Special Flood Hazard Area and the need to carry flood insurance to get a federally insured mortgage.



## LEGISLATIVE MEMORANDUM

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

**FROM:** Terese Jones, City Clerk

**DATE:** 9/16/2021

**RE:** Appointment of one (1) member to the Melbourne-Tillman Water Control District.

As you may recall, the term of Philip Weinberg will expire on the above subject board on September 30, 2021. Mr. Weinberg has reapplied to continue service on the board.

The term expiring has been announced at the last two regular Council meetings and applications solicited for the same. The following applications have been received.

Philip Weinberg  
466 Scanlon Road, SW 32908

David Morris  
2963 Wilkinson Avenue, SE 32909

**REQUESTING DEPARTMENT:**  
Legislative

**FISCAL IMPACT:**  
None

**RECOMMENDATION:**  
Motion to approve the appointment of one (1) member to serve on the Melbourne-Tillman Water Control District.

**ATTACHMENTS:**

**Description**

P.Weinberg

D.Morris





Office of The

AUG 11 2021

City Clerk

## 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:   
Full Name:   
Home Address:   
City:  Zip Code:   
Telephone Number:  Fax Number:   
Email Address:

### EMPLOYMENT

Employer:  Occupation:   
Address:   
City:  State:  Zip Code:   
Telephone Number:  Fax Number:   
Email Address:   
Job Responsibilities:

### EDUCATION

High School Name:   
Location:  Years Completed:  Major/Degree:   
College Business or Trade School:   
Location:  Years Completed:  Major/Degree:   
Professional School:   
Location:  Years Completed:  Major/Degree:   
Other:   
Location:  Years Completed:  Major/Degree:

## APPLICANT INFORMATION

Have you ever held a business tax receipt? ☐ Yes ☒ No *If yes, please provide the following:*

Title:

Issue Date:  Issuing Authority:

*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?*  9 Years  10 Months

How long have you been a resident of Brevard County?  9 Years  10 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?*

Do you presently serve on a City board(s)? ☒ Yes ☐ No *If yes, please list board(s):*

Planning and Zoning Board

Have you previously served on a City board(s)? ☒ Yes ☐ No *If yes, please list board(s):*

Infrastructure Advisory and Oversight Board, Charter Review Commission

Are you currently serving on a board, authority, or commission for another governmental agency?

☒ Yes ☐ No *If yes, what board(s):*  Citizens Advisory Committee to the Space Coast Transportation

Planning Organization.

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:*  American Legion

What are your hobbies / interests?

Why do you want to serve on this board / committee?

Section 760.80, Florida Statutes, requires certain information on statutorily created boards to be filed on an annual basis. Please complete the following.

Race:  Gender:  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:

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**

**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:   
Full Name:   
Home Address:   
City:  Zip Code:   
Telephone Number:  Fax Number:   
Email Address:

**EMPLOYMENT**

Employer:  Occupation:   
Address:   
City:  State:  Zip Code:   
Telephone Number:  Fax Number:   
Email Address:   
Job Responsibilities:

**EDUCATION**

High School Name:   
Location:  Years Completed:  Major/Degree:   
College Business or Trade School:   
Location:  Years Completed:  Major/Degree:   
Professional School:   
Location:  Years Completed:  Major/Degree:   
Other:   
Location:  Years Completed:  Major/Degree:

## APPLICANT INFORMATION

Have you ever held a business tax receipt? ☐ Yes ☒ No *If yes, please provide the following:*

Title:

Issue Date:  Issuing Authority:

*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?*  Years  Months

How long have you been a resident of Brevard County?  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?*

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:*



What are your hobbies / interests? Fishing, Bowling, Disney

Why do you want to serve on this board / committee?

To bring common sense solutions and cost saving measures to the City Council.

Section 760.80, Florida Statutes, requires certain information on statutorily created boards to be filed on an annual basis. Please complete the following.

Race: Caucasian

Gender: Male

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.
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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:

8/12/21

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:** Terese Jones, City Clerk

**DATE:** 9/16/2021

**RE:** Committee/Council Reports

**Committee Reports:**

- Space Coast Transportation Planning Organization
- Space Coast League of Cities
- Tourist Development Council

**Council Reports**

**REQUESTING DEPARTMENT:**

Legislative



## LEGISLATIVE MEMORANDUM

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

**FROM:** Suzanne Sherman, City Manager

**DATE:** 9/16/2021

**RE:** Consideration of co-sponsorship and waiver of the fee for the mobile stage for Pushback 2020's Community Immunity event on September 18, 2021 (valued at \$924.78).

Staff received a special event request on August 23rd from the organization Pushback 2020 for use of the mobile event stage for a Community Immunity event to be held at Mt. Moriah Missionary Baptist Church on September 18, 2021 from 10am-2pm. The event will benefit the community by offering free food, music, healthcare provider booths, and offering access to COVID-19 vaccinations.

At the September 2, 2021 Regular City Council meeting, the organizer requested Council consideration to support this co-sponsorship request. This request has a value of \$924.78 and includes the cost to rent the mobile stage of \$750 (nonprofit rate) and \$174.78 for staffing (6 hours at \$29.13/hour).

At the June 3, 2021 Regular City Council meeting, Council approved a co-sponsorship policy and budget that staff has been preparing to implement for FY 2022, starting October 1, 2021.

In review of this request, the event meets one of the policy goals of enhancing the quality of life and well-being for some or all of the residents of the community. It also is free and open to the public and is planned and conducted by a non-profit organization.

However, the event does not currently meet the criteria of being held on a City owned/controlled property. As this is the first time the policy is being applied to a request, Council may want to further discuss this particular criteria.

**REQUESTING DEPARTMENT:**

City Manager's Office

**FISCAL IMPACT:**

If approved, \$924.78 in revenue would not be received.

**RECOMMENDATION:**

Motion to approve co-sponsorship and waiving of the stage fee and staff time costs valued at \$924.78.



## LEGISLATIVE MEMORANDUM

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

**FROM:** Patricia Smith, City Attorney

**DATE:** 9/16/2021

**RE:** Consideration of remuneration for Assistant City Attorneys.

Pursuant to section 3.114 of the Palm Bay City Charter: The Council shall determine the remuneration to be paid the City Attorney and/or Assistant Attorney(s).

Currently, the City Attorney's Office has five attorneys: the City Attorney, three Deputy City Attorneys and one Assistant City Attorney. The City previously had two Deputy City Attorney positions. However, the Deputy City Attorney I position was eliminated in 2013. Consequently, the only attorney positions within the City Attorney's Office are: Assistant City Attorney, Deputy City Attorney and City Attorney.

Assistant City Attorney Rodney Edwards was hired January 9, 2017, as an Assistant City Attorney. Mr. Edwards started at the maximum salary for his position, \$71,520.00. Mr. Edwards salary has remained unchanged during his employment and each cost-of-living adjustment has been paid as a lump sum payout. Since his salary does not change, the City does not match the cost-of-living adjustment for retirement purposes.

Deputy City Attorney Jennifer Cockcroft was also hired at the top of her pay range in April 2019. Deputy City Attorney Jill Jacobs has been at the top of her pay range since 2017. Since their salaries do not change, the City does not match the cost-of-living adjustment for retirement purposes. Accordingly, all cost-of-living adjustments for Ms. Cockcroft and Ms. Jacobs are paid out as a lump sum rather than an adjustment to their salary.

Mr. Edwards seeks a pay increase and I support an increase in Mr. Edwards pay. The City Council has full discretion in deciding whether to provide additional remuneration and the value of such compensation. For consideration, I have provided two examples with budget impact:

1. The Council can decide to promote Mr. Edwards from Assistant City Attorney GE-V to a Deputy City Attorney GE-AP (\$85,194-\$128,322). The Deputy City Attorney position is a Group 1 position and receives an auto allowance valued at \$4,860.

TITLE	SALARY/WAGES	FICA- SS/MC	RETIREMENT	TOTAL
Assistant City Attorney	\$71,520	\$5,471	\$6,973	\$83,964
Deputy City Attorney	\$85,194	\$6,517	\$8,306	\$100,018

<b>Variance</b>	<b>\$13,674</b>	<b>\$1,046</b>	<b>\$1,333</b>	<b>\$16,053</b>
<b>Total with Auto Allowance</b>				<b>\$20,913</b>

2. The Council may decide to approve the creation of additional positions: Assistant City Attorney II and/or Chief Assistant City Attorney.

<b>TITLE</b>	<b>SALARY/WAGES</b>	<b>FICA- SS/MC</b>	<b>RETIREMENT</b>	<b>TOTAL</b>
Assistant City Attorney	\$71,520	\$5,471	\$6,973	\$83,964
Assistant City Attorney II	\$81,520	\$6,236	\$7,948	\$95,704
<b>Variance</b>	<b>\$10,000</b>	<b>\$765</b>	<b>\$975</b>	<b>\$11,740</b>

The additional positions will account for the differences in positions based upon experience, expertise and duties and make the differences between pay grades less severe. Under the current salary structure there are 19 pay grades and a \$13,674 difference between the top of the Assistant City Attorney position and the bottom of the Deputy City Attorney position.

If Ms. Jacobs and Ms. Cockcroft are approved for the Chief Assistant Attorney position, they will no longer be maxed out for their pay plan and the City would pay an additional \$375 each for retirement (based upon their FY 2021 salary with the COLA).

I have attached for Council's consideration the attorney salaries paid by other municipalities having a similar population and Melbourne. The job titles vary as some cities only have Assistant City Attorneys, others have graduated Assistant City Attorney positions or primarily have deputy city attorney positions. Irrespective of the job title, Mr. Edwards is the lowest paid attorney among the municipalities surveyed.

#### **REQUESTING DEPARTMENT:**

City Attorney's Office

#### **FISCAL IMPACT:**

512-1425-519

The impact of a raise to Mr. Edwards depends on the amount of the salary increase and additional benefits.

Moving Deputy City Attorney Jill Jacobs and Jennifer Cockcroft to a higher pay grade will result in an additional \$750 cost.

#### **RECOMMENDATION:**

Motion to approve additional salary to Rodney Edwards; and approve the creation of an additional positions for the City Attorney's Office.

#### **ATTACHMENTS:**

##### **Description**

**Attorney Salary Survey**

City	Job Title	Hire date	Salary
Palm Bay	Assistant City Attorney	1/9/2017	\$ 71,520.00
Gainesville	Assistant City Attorney I	7/29/2019	\$ 78,143.85
Melbourne	Assistant City Attorney	6/1/2020	\$ 81,805.57
Melbourne	Assistant City Attorney	3/23/2015	\$ 95,593.61
Melbourne	Assistant City Attorney	6/26/2000	\$ 123,878.19
Tallahassee	Assistant City Attorney II	7/5/2018	\$ 100,042.89
Tallahassee	Assistant City Attorney II	5/8/2013	\$ 119,956.84
Tallahassee	Assistant City Attorney II	4/22/2019	\$ 119,956.84
Tallahassee	Assistant City Attorney II	7/6/2015	\$ 119,956.84
Tallahassee	Assistant City Attorney II	4/2/2016	\$ 125,669.08
Gainesville	Assistant City Attorney Senior	6/17/2019	\$ 114,974.92
Gainesville	Assistant City Attorney Senior	1/9/2012	\$ 116,753.12
Gainesville	Assistant City Attorney Senior	5/7/2018	\$ 121,085.64
Gainesville	Assistant City Attorney Senior	3/10/2014	\$ 126,224.98
Gainesville	Assistant City Attorney Senior	12/17/2012	\$ 126,554.81
Gainesville	Assistant City Attorney Senior	2/6/2012	\$ 127,206.06
Melbourne	City Attorney	4/23/2007	\$ 183,759.47
Palm Bay	City Attorney	4/20/2018	\$ 184,671.00
Gainesville	City Attorney	8/14/2006	\$ 200,006.71
Port St. Lucie	City Attorney	02/22/2018	\$ 212,181.06
Tallahassee	City Attorney	3/3/2018	\$ 215,923.23
Port St. Lucie	Deputy City Attorney	02/08/2021	\$ 90,017.72
Palm Bay	Deputy City Attorney	1/22/2019	\$ 90,382.00
Port St. Lucie	Deputy City Attorney	02/01/2021	\$ 102,500.06
Port St. Lucie	Deputy City Attorney	10/26/2015	\$ 106,649.14
Port St. Lucie	Deputy City Attorney	02/06/2019	\$ 110,832.28
Port St. Lucie	Deputy City Attorney	07/06/2021	\$ 115,000.08
Port St. Lucie	Deputy City Attorney	04/27/2020	\$ 120,524.82
Palm Bay	Deputy City Attorney	4/15/2019	\$ 128,322.00
Palm Bay	Deputy City Attorney	10/1/2015	\$ 128,322.00
Port St. Lucie	Deputy City Attorney	10/22/2018	\$ 135,674.76
Tallahassee	Deputy City Attorney	9/13/2018	\$ 158,074.11
Gainesville	Litigation Attorney	12/18/2001	\$ 163,950.25
Tallahassee	Senior Assistant City Attorney	5/12/2018	\$ 157,222.09
Port St. Lucie	Chief Assistant City Attorney	11/13/2017	\$ 159,189.42
Tallahassee	Senior Assistant City Attorney	9/30/2006	\$ 173,404.65



## LEGISLATIVE MEMORANDUM

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

**FROM:** Terese Jones, City Clerk

**DATE:** 9/16/2021

**RE:** Consideration of councilmembers attending the Institute for Elected Municipal Officials 1 (IEMO 1) from October 8-10, 2021, in Kissimmee.

The Institute for Elected Municipal Officials 1 (IEMO 1) will be held in Kissimmee from October 8-10, 2021.

Councilmembers interested in attending need to announce same at tonight's meeting. If you are attending, you will be given a registration form to complete. Please return it to Rosemarie by Friday, September 17<sup>th</sup>, so all travel arrangements can be made, and hotel accommodations secured.

**REQUESTING DEPARTMENT:**

Legislative

**FISCAL IMPACT:**

Cost per person is approximately \$764.00. Funding is available in the Legislative Operating Accounts 001-1110-511.40-05 and 001-1110-511.55-05.

**RECOMMENDATION:**

Motion to approve travel for members of Council as requested.

**ATTACHMENTS:**

**Description**

Conference Information



# October 2021 Institute for Elected Municipal Officials

## I

The Florida League of Cities and the John Scott Dailey Florida Institute of Government are proud to bring you the ***Institute for Elected Municipal Officials I (IEMO I)***. This educational program is specially designed for *newly elected officials and those with less than one term in office*.

*The Institute for Elected Municipal Officials I (IEMO I) program will take place on October 8-10, 2021 at the Wyndham Orlando Resort & Conference Center/ Celebration, 3011 Maingate Lane, Kissimmee, FL 34747*

### Who should attend IEMO?

Created in 1992, the *Institute for Elected Municipal Officials* was designed to help elected officials in Florida's municipalities to effectively meet the requirements of their elected role. Its intensive academic program offers a comprehensive overview of Florida municipal government, presented by a faculty of top professionals in the field. IEMO is a three-day program structured in a Friday through Sunday format and is offered three times per year at several different locations throughout the state.

### Curriculum

Curriculum is divided into six instructional modules, taught in the following sequence:

- Structure and Functions of Municipal Government in Florida
- Effective Council Techniques
- Budgeting and Accounting
- Taxes and Other Sources of Revenue
- Understanding Intergovernmental Relationships in Florida
- Florida Ethics Law and Understanding "Government-in-the-Sunshine" (Ethics portion meets the state requirement for elected municipal officers of four hours' training)

These topics were selected to provide a comprehensive overview of the critical issues that are addressed by municipal government officials. It is suggested that participants review their municipal charter, policies and budget to prepare for the classes, and may want to bring these materials along. Speakers will provide hand-outs and resource material.

A certificate of attendance is provided upon successful completion of the program.

### **Hotel Reservations**

Reservations are made with the hotel by phone only, and must be completed by **Friday, September 24, 2021**. Call 407-396-1400 to make your reservation. To take advantage of the special reduced room rate, mention the **Florida League of Cities / Institute for Elected Municipal Officials**. Room rate starting at \$99.00++ per night. Complimentary self-parking. A credit card is required to guarantee reservations.

### **Cancellations**

Cancellation/transfer requests must be received and confirmed in writing by Friday, September 24, 2021 to be eligible for a refund. A \$25.00 processing fee will be applied to all cancellations and/or transfers. Transfers must take place within the fiscal year. Substitutions are accepted and encouraged. Refunds will be processed after the program. We reserve the right to cancel the IEMO training. If the training is cancelled, registration fees will be refunded in full. Schedule

### **Schedule**

#### **Friday, October 08, 2021**

8:00 a.m. - 8:30 a.m.	Registration/Light Continental Breakfast
8:30 a.m. - 9:00 a.m.	Introduction and Overview
9:00 a.m. - 11:45 a.m.	Structure and Function of Municipal Government in Florida
10:15 a.m.	Refreshment Break
11:45 a.m. - 12:30 p.m.	Public Officials' Liability
12:30 p.m. - 1:30 p.m.	Group Lunch
1:30 p.m. - 5:00 p.m.	Effective Council Techniques
3:00 p.m.	Refreshment Break
5:00 p.m.	Adjourn for the day

#### **Saturday, October 09, 2021**

8:00 a.m. - 8:30 a.m.	Light Continental Breakfast
8:30 a.m. - 12:00 p.m.	Budgeting and Accounting
9:45 a.m.	Refreshment Break
12:00 p.m. - 1:00 p.m.	Group Lunch
1:00 p.m. - 5:00 p.m.	Taxes and Other Sources of Revenue
2:30 p.m.	Refreshment Break
5:00 p.m.	Adjourn for the day

#### **Sunday, October 10, 2021**

7:30 a.m. - 8:00 a.m.	Light Continental Breakfast
8:00 a.m. - 9:45 a.m.	Understanding Intergovernmental Relationships in Florida
9:45 a.m.	Refreshment Break
10:00 a.m. - 12:00 p.m.	Florida's Ethics Law
12:00 p.m. - 1:15 p.m.	Lunch on own
1:15 p.m. - 3:15 p.m.	How to Comply with Public Records and Public Meetings Laws
3:15 p.m.	Program concludes

*\* Meeting rooms may be chilly, so please bring a jacket or sweater. Participants are also encouraged to bring copies of their city budget, CAFR or most recent financial statements for the Saturday classes.*

**Price** 300.00

**When** 10/8/2021 8:00 AM - 10/10/2021 3:15 PM

**Where** Wyndham Orlando Resort & Conference Center  
3011 Maingate Lane  
Kissimmee, FL 34747

[Register Myself](#)

[Register Someone Else](#)

**Last day to register is 10/1/2021**

My registration status: Not registered

**Note:** If there are additional registration options for this event, they will be shown below. To add an additional option, click the blue *Add* button to the left of the item(s). If there are no additional options available for this event, or additional options are available and you have successfully added the appropriate ones to the registration, click the gold *Proceed to checkout* button on the bottom right to continue on to the next registration step.

**Need help logging in  
or creating an account?**

[Help me!](#)



## LEGISLATIVE MEMORANDUM

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

**FROM:** Terese Jones, City Clerk

**DATE:** 9/16/2021

**RE:** Consideration of councilmembers attending the Florida League of Cities 2021 Legislative Conference from November 3-5, 2021, in Kissimmee.

**a) Consideration of councilmembers attending the conference:**

The Florida League of Cities 2021 Legislative Conference will be held at the Embassy Suites Orlando, Lake Buena Vista South, in Kissimmee from November 3-5, 2021, in conjunction with meetings for the Florida League of Mayors.

Councilmembers interested in attending need to announce same at tonight's meeting. If you are attending, you will be given a registration form to complete. Please return it to Rosemarie by Friday, September 17th, so all travel arrangements can be made, and hotel accommodations secured.

**b) Consideration of rescheduling the first regular Council meeting in November:**

As you may note, the conference is to be held on the same date as the first regular Council meeting. Council may wish to reschedule the meeting. If rescheduled, the following date is suggested:

TUESDAY, November 2, 2021

**REQUESTING DEPARTMENT:**

Legislative

**FISCAL IMPACT:**

Cost per person is approximately \$720.00. Funding is available in the Legislative Operating Accounts - 001-1110-511.40-05 and 001-1110-511.55-05.

**RECOMMENDATION:**

Motion to approve travel for members of Council as requested.

**ATTACHMENTS:**

**Description**

**Conference Information**

## FLC 2021 Legislative Conference

Register today for the **2021 Florida League of Cities  
Legislative Conference.**

The event will be held November 3-5, 2021 at the Embassy Suites Orlando - Lake Buena Vista South.

Florida League of Cities President Phillip Walker, commissioner of the City of Lakeland, will preside over the conference where he will rally the membership in support of the League's 2022 Legislative Action Agenda.

You are essential to the League's legislative success. Join your municipal colleagues to discuss the latest on the state's top issues and the status of our legislative priorities, and to share ideas on ways to urge legislators to support Home Rule!

The registration fee for this event is \$250 and covers admission to all conference sessions, continental breakfasts, refreshment breaks and Thursday's luncheon and networking event.

We look forward to seeing you there!

### **Scheduled Meetings and Events Include:\***

**Wednesday – November 3, 2021**

Florida League of Mayors Workshop

Florida League of Mayors Reception

Florida Black Caucus of Local Elected Officials Reception

**Thursday – November 4, 2021**

Federal Action Strike Team

Legislative Policy Committees

Keynote Luncheon

Networking Event

**Friday – November 5, 2021**

Advocacy Committee

General Session

Continuing Education in Ethics

*\* The full conference schedule will be available soon. Check back here for details!*

### **Hotel Information**

The 2021 Legislative Conference will be held at the Embassy Suites Orlando - Lake Buena Vista South, located at 4955 Kyngs Heath Road in Kissimmee. The group rate is \$154/night and all reservations include a complimentary cooked-to-order breakfast and complimentary reception. Self-parking is \$13.00/day. Due to COVID-19, the hotel may have some limitations on services. Complete reservation instructions will be sent with your registration confirmation.

### **Cancellation Policy**

Cancellations must be emailed to [Melanie Howe](#) by 5:00 p.m., Friday, October 22 to receive a full refund of registration fees. Refunds will not be issued until after the conference and no refunds will be issued for early departure.

**When** 11/3/2021 3:00 PM - 11/5/2021 12:00 PM

**Where** Embassy Suites Orlando - Lake Buena Vista South  
4955 Kyngs Heath Rd.  
Kissimmee, FL 34746