



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

AGENDA

Regular Council Meeting 2021-31 Thursday

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

CALL TO ORDER:

INVOCATION:

1. Pastor Luis Lugo - Iglesia El Sinai, Palm Bay.

PLEDGE OF ALLEGIANCE:

ROLL CALL:

ANNOUNCEMENTS:

1. One (1) vacancy on the Youth Advisory Board (represents 'at-large student' member position).++
2. One (1) vacancy on the Youth Advisory Board (represents 'adult member, 30 years and older' position).++
3. One (1) term expiring on the Bayfront Community Redevelopment Agency (represents 'at-large' position).++
4. Four (4) terms expiring on the Disaster Relief Committee.+

AGENDA REVISIONS:

PROCLAMATIONS AND RECOGNITIONS:

1. Proclamation: Family Christmas Extravangaza Day - December 18, 2021.
2. Proclamation: Cyberbullying/Cyber Stalking Prevention Month - December 2021.
3. Proclamation: Recognizing The Titans, Eastern Florida State College Women's Soccer Team - winners of the NJCAA Division I National Championship. (Deputy Mayor Johnson)

PRESENTATIONS:

1. Mehul Parekh, Public Works Director - Public Works Department overview.

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 2021-72, vacating a portion of the rear public utility and drainage easement located within Lots 38 and 39, Block 509, Port Malabar Unit 12 (Case VE-10-2021, Luis Sanchez), final reading.
2. Ordinance 2021-77, amending the City's Comprehensive Plan Future Land Use Map to change the designated use of property located south of and adjacent to Coconut Street, in the vicinity west of Emerson Drive, from Public/Semi-Public Use to Single-Family Residential Use (11.91 acres) (Case CP-16-2021, Hossein Rezvani), only one reading required.
3. Ordinance 2021-78, rezoning property located west of and adjacent to Babcock Street, in the vicinity south of Foundation Park Boulevard, from CC (Community Commercial District) to GC (General Commercial District) (6.28 acres) (Case Z-45-2021, Roth Freedom 2010 LLC and Linda N. Shah), first reading. (Quasi-Judicial Proceeding)
4. Ordinance 2021-79, granting approval of a Final Development Plant for a PUD (Planned Unit Development) zoning residential subdivision to be known as 'Gardens at Waterstone Phase III' on property located in the vicinity west of Mara Loma Boulevard and south of Melbourne Tillman Water Control District Canal 38 (47.99 acres) (Case FD-47-2021, Waterstone Farms, LLC), first reading. (Quasi-Judicial Proceeding)
5. Resolution 2021-68, amending Resolution 2003-61, by granting modification to the conditional use to allow expansion for an automated warehouse in CC (Community Commercial District) zoning, on property located south of and adjacent to Malabar Road, in the vicinity between Holiday Park Boulevard and Cassia Avenue (28.97 acres) (Case CU-42-2021, Wal-Mart Stores East L.P.) (Quasi-Judicial Proceeding)
6. Resolution 2021-69, amending Resolution 2012-45, by granting modification to the conditional use to allow expansion of a permitted use on a parcel of ten (10) or more acres of area for a recreational vehicle detail and delivery shop in CC (Community Commercial District) zoning, on property located east of and adjacent to Culver Drive, in the vicinity north and south of Centre Lake Drive (24.05 acres) (Case CU-46-2021, Giant Recreation World). (Quasi-Judicial Proceeding)
7. Ordinance 2021-80, amending the Code of Ordinances, Chapter 64, Business Improvement District, by repealing the Chapter in its entirety, first reading.

CONSENT AGENDA:

There will be no separate discussion on those items listed under Consent Agenda (indicated with asterisks(*)). 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 Bid: Culvert pipe replacement, Country Club Units 1-10 – IFB 01-0-2022 – Public Works Department (Loren Jock Trucking, Inc. - \$724,656).
2. Contract: Neptune water meters and parts – Utilities Department (Ferguson Waterworks – \$800,000 (annual estimate, 'as needed' basis)(sole source)).
3. Miscellaneous: North Regional Water Treatment Plant rehabilitation, Change Order 3 –

Utilities Department (Eau Gallie Electric, \$90,942); appropriation of funds from Undesignated Fund Balance.

4. Resolution 2021-70, authorizing a temporary building permit fee rebate program and pre-application fee waiver.
5. Ordinance 2021-81, amending the Code of Ordinances, Chapter 35, Finance Department, by repealing the Chapter in its entirety, first reading.
6. Ordinance 2021-82, amending the Code of Ordinances by creating Chapter 35, to be titled 'Finance Department', first reading.
7. Consideration of entering into negotiations with Palm Bay Medical Office Corporation for the purchase of condominium office buildings located at 336 and 342 Cogan Drive to serve as satellite offices for the Building Department to service customers in south Palm Bay.
8. Consideration of an Opioid Participation Agreement (McKesson Corporation).
9. Consideration of an Opioid Participation Agreement (Janssen/Johnson and Johnson).
10. Consideration of appropriation of Fund Balance from the General Fund (\$70,000) and Building Fund (\$34,000) to cover the cost of credit card processing fees.
11. Consideration of appropriating funds from the Undesignated Fund Balance for fuel for the North Regional Water Treatment Plant replacement generator (\$16,200).
12. Consideration of expenditures from the Palm Bay Police Department's Law Enforcement Trust Fund for donation to the 2021 Reindeer Run (\$6,578).
13. Consideration of travel and training for specified City Employees (Fire Department).
14. Consideration of travel and training for specified City employees (Police Department).
15. Consideration of travel and training for specified City employees (City Attorney's Office).

UNFINISHED AND OLD BUSINESS:

1. Councilmember appointments to the Charter Review Commission.
2. Appointment of two (2) members to the Charter Review Commission (represents 'at-large' positions).

NEW BUSINESS:

1. Consideration of scheduling a special meeting for December 2021.

COUNCIL REPORTS:

ADMINISTRATIVE AND LEGAL REPORTS:

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

ADJOURNMENT:

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

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

286.0105). Such person must provide a method for recording the proceedings verbatim.

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

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

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

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

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



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Terese Jones, City Clerk

DATE: 12/2/2021

RE: Four (4) terms expiring on the Disaster Relief Committee.+

The terms of Christopher Duncan, Keith Miller, Vanessa Scott and Susan Walberg on the above board will expire on January 3, 2022.

REQUESTING DEPARTMENT:

Legislative

FISCAL IMPACT:

None

RECOMMENDATION:

Request for the terms expiring to be announced and applications solicited at tonight's meeting. Appointments will be made at the regular Council meeting to be held on January 6, 2022.



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Mehul Parekh, Public Works Director

DATE: 12/2/2021

RE: Ordinance 2021-72, vacating a portion of the rear public utility and drainage easement located within Lots 38 and 39, Block 509, Port Malabar Unit 12 (Case VE-10-2021, Luis Sanchez), 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.

Luis Sanchez has submitted an application 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 with screen enclosure.

REQUESTING DEPARTMENT:

Public Works

FISCAL IMPACT:

None

RECOMMENDATION:

Motion to Approve - Request for Consideration per the recommendation section on Staff Report.

ATTACHMENTS:

Description

Staff Report, VE-10-2021

Ordinance 2021-72

PUBLIC WORKS DEPARTMENT STAFF REPORT

REQUEST TO VACATE EASEMENT

PROPOSAL: 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 1480 square feet, more or less, of Lots 38 & 39, Block 509, Port Malabar Unit 12, according to the Plat thereof, as Recorded in Plat Book 15, Pages 43-53, of the Public Records of Brevard County, Florida, for a screen enclosure for an existing inground pool.

LOCATION: 1094 Barbados Ave. SE
(Lots 38 & 39, Block 509, Port Malabar Unit 12)

APPLICANT: Luis Sanchez

SITE DATA

PRESENT ZONING: RS-2 – Single-Family Residential

AREA OF VACATING: 1480 square feet, more or less

ADJACENT ZONING & LAND USE:	N	RS-2 – Single-Family Residential
	E	RS-2 – Single-Family Residential
	S	RS-2 – Single-Family Residential
	W	100' wide Melbourne Tillman Drainage Canal #37

STAFF ANALYSIS:

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 1480 square feet, more or less, of Lots 38 & 39, Block 509, Port Malabar Unit 12, according to the Plat thereof, as Recorded in Plat Book 15, Pages 43-53, of the Public Records of Brevard County, Florida, for a screen enclosure for an existing inground pool.

AT&T, Florida Power and Light, Spectrum, Florida City Gas, and Melbourne-Tillman Water District have no objections to the vacating request.

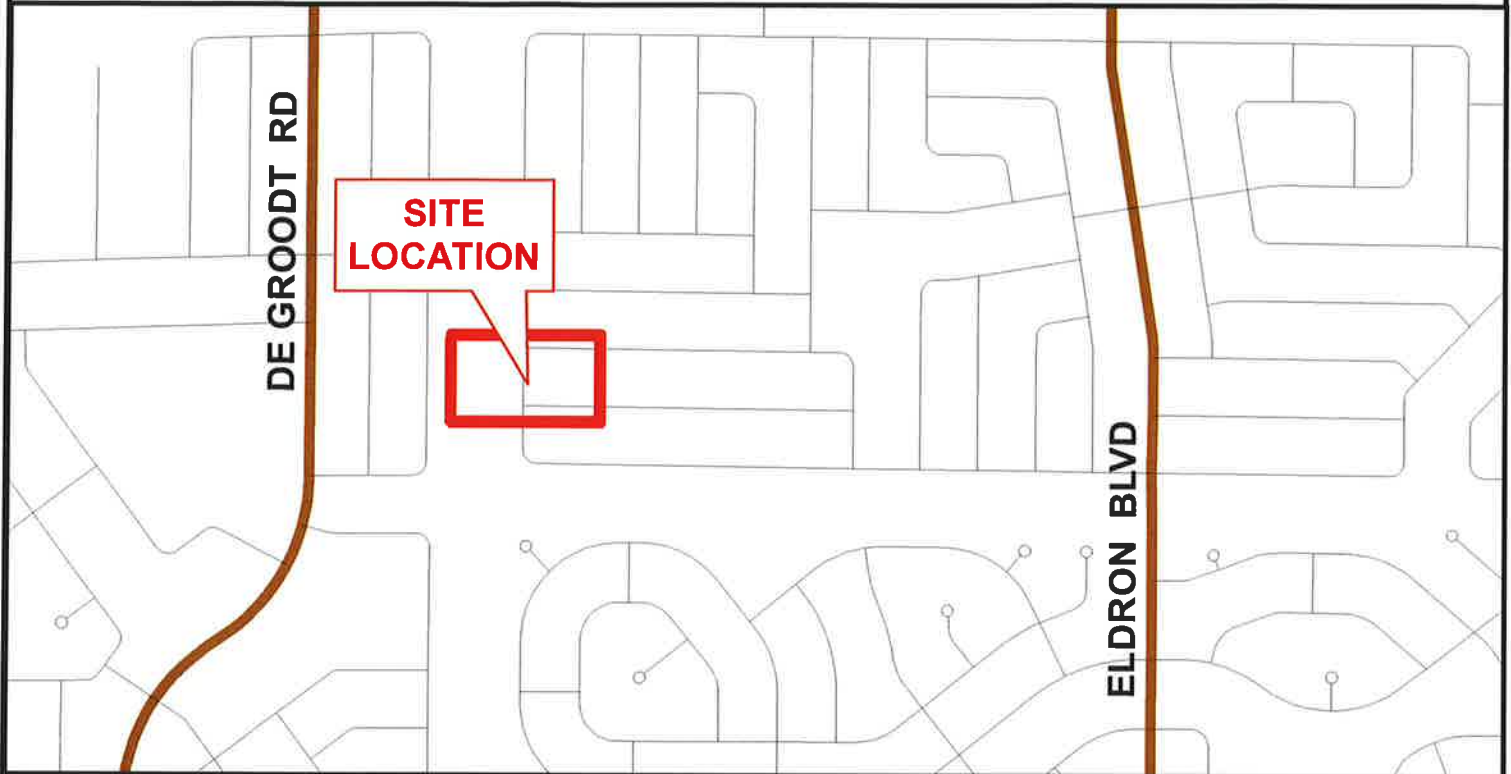
The City of Palm Bay's Departments have the enclosed comments relating to the vacating request. It should be noted that city policy allows for the approval of a vacation request for the first 5 feet, along city owned canals, if there are no obvious issues of conflict.

Staff has no adverse comments regarding removal of the 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 1480 square feet, more or less, of Lots 38 & 39, Block 509, Port Malabar Unit 12, according to the Plat thereof, as Recorded in Plat Book 15, Pages 43-53, 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.

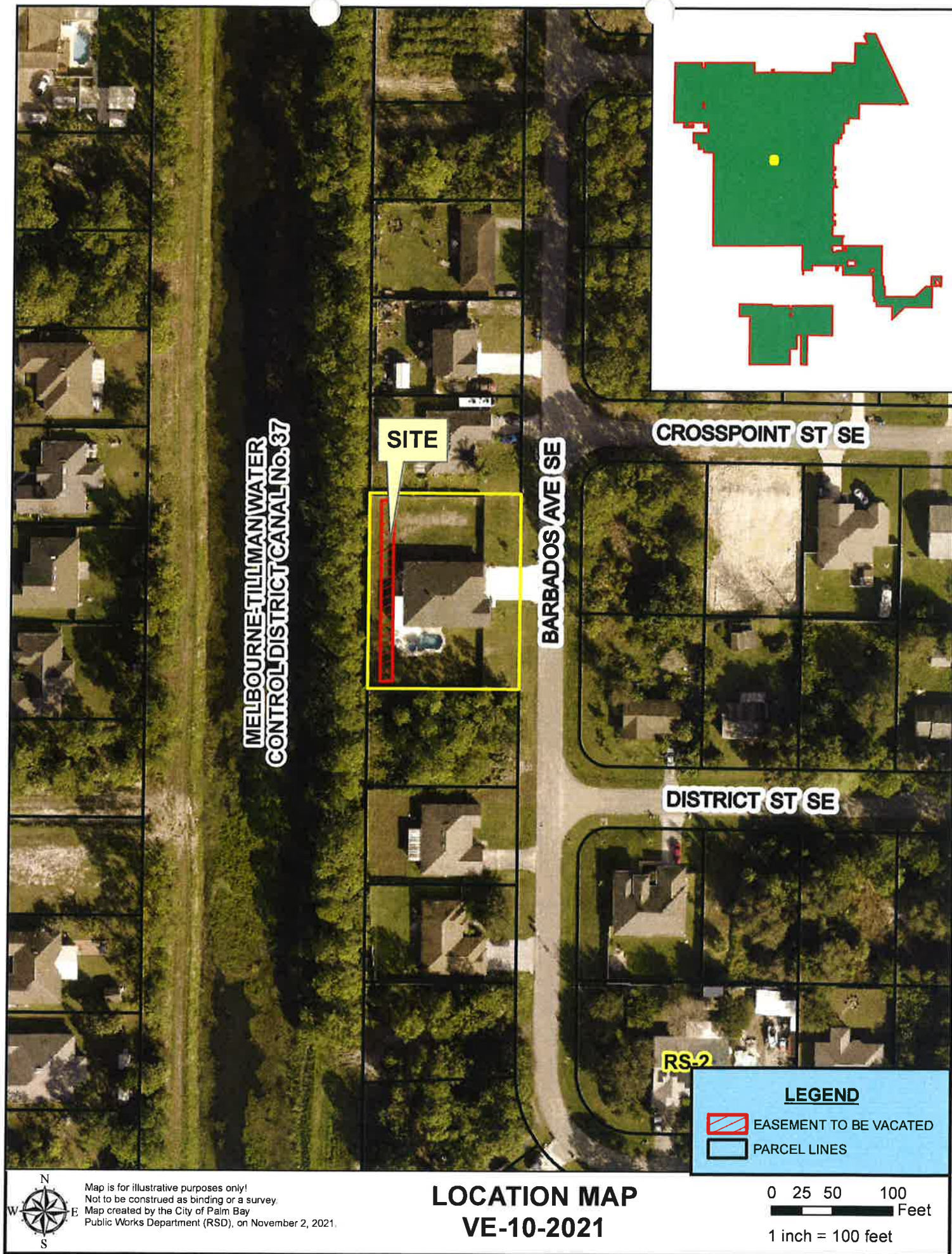
LOCATION MAP



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 November 2, 2021.

VE-10-2021

0 25 50 100
Feet
1 inch = 100 feet



SKETCH & DESCRIPTION

SECTION 7, TOWNSHIP 29 SOUTH, RANGE 37 EAST

(NOT A BOUNDARY SURVEY)

SHEET 1 OF 2

NOT VALID WITHOUT THE
SKETCH ON SHEET 2 OF 2

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF LOTS 38 AND 39, BLOCK 509 "PORT MALABAR UNIT TWELVE" AS RECORDED IN PLAT BOOK 15, PAGES 43-53, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 38, BLOCK 509 "PORT MALABAR UNIT TWELVE" AS RECORDED IN PLAT BOOK 15, PAGES 43-53, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE SOUTH 89°55'39" EAST ALONG THE NORTH LINE OF SAID LOT 38 A DISTANCE 10.00 FEET; THENCE SOUTH 00°04'21" WEST, A DISTANCE OF 6.00 FEET TO A POINT ON THE SOUTH LINE OF A 6 FOOT EASEMENT ON SAID LOT 38, BLOCK 509 WHICH IS ALSO THE POINT OF BEGINNING; THENCE SOUTH 89°55'39" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 00°04'21" WEST, A DISTANCE OF 148.00 FEET TO A POINT ON THE NORTH LINE OF A 6' FOOT EASEMENT ON SAID LOT 39, BLOCK 509; THENCE NORTH 89°55'39" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 00°04'21" EAST, A DISTANCE OF 148.00 FEET TO THE POINT OF BEGINNING.

PREPARED BY:



1350 MALABAR ROAD S.E., SUITE 1, PALM BAY, FLORIDA 32907
Phone (321)724-2940 Fax(321)951-4879
E-MAIL: SMITHSURVEYINGFL @ GMAIL.COM

KEVIN A. SMITH - FLORIDA CERTIFICATE NO. 4457
(NOT VALID UNLESS SIGNED AND SEALED)

PREPARED FOR: LUIS SANCHEZ; TAMMY SANCHEZ

DRAWN BY: A. TEJADA

CHECKED BY: KAS

DRAWING NO. 18-0419

SECTION 7

DATE: SEPT. 27, 2021

SHEET 1 OF 2

REVISIONS

TOWNSHIP 29 SOUTH
RANGE 37 EAST

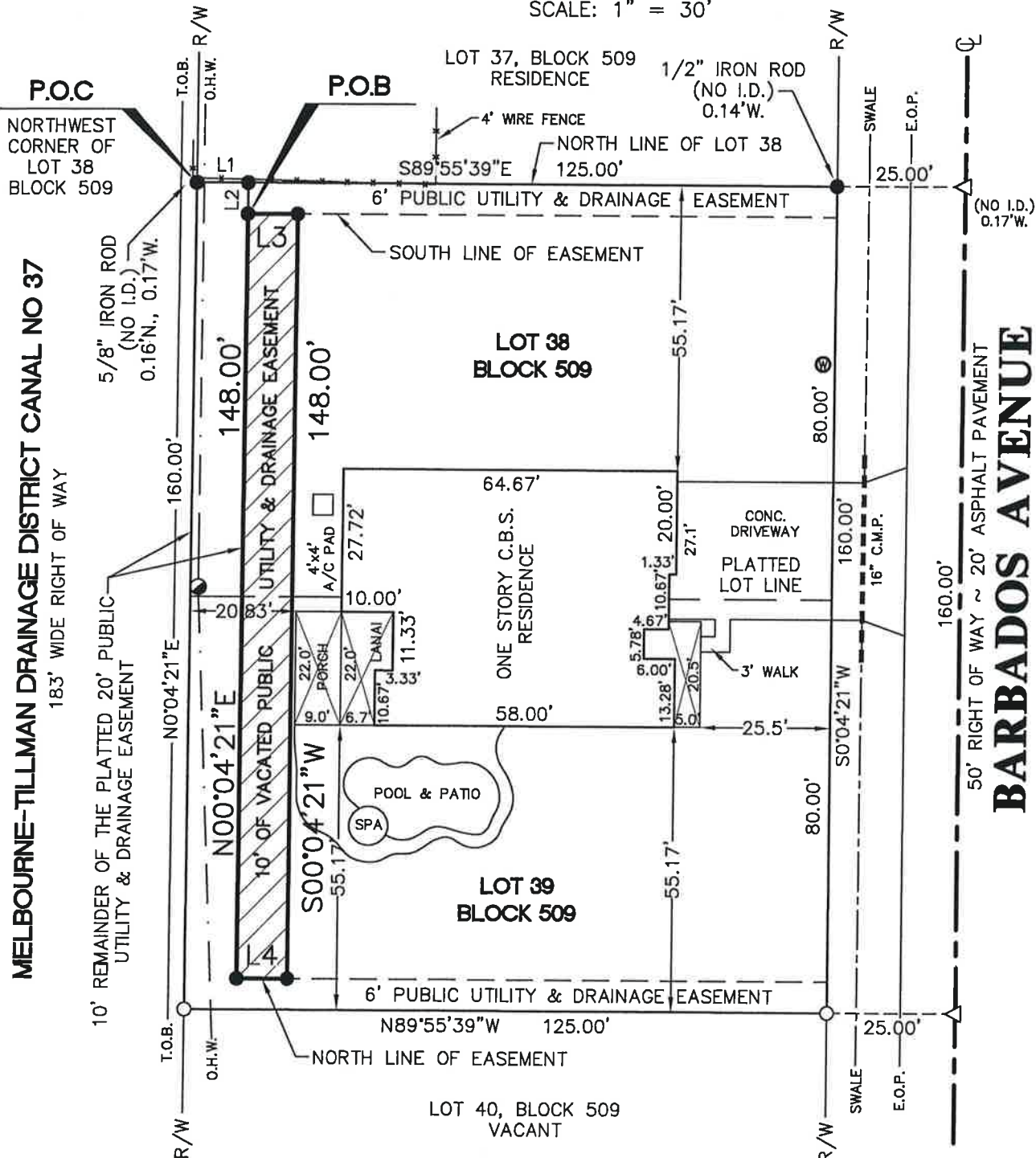
SKETCH & DESCRIPTION

SECTION 7, TOWNSHIP 29 SOUTH, RANGE 37 EAST
(NOT A BOUNDARY SURVEY)



SCALE: 1" = 30'

SHEET 2 OF 2
NOT VALID WITHOUT THE LEGAL
DESCRIPTION ON SHEET 1 OF 2



LINE DATA:

L1: S89°55'39"E 10.00'
L2: S00°04'21"W 6.00'
L3: S89°55'39"E 10.00'
L4: N89°55'39"W 10.00'

PREPARED BY:



1350 MALABAR ROAD S.E., SUITE 1, PALM BAY, FLORIDA 32907
Phone (321)724-2940 Fax (321)951-4879
E-MAIL: SMITHSURVEYINGFL @ GMAIL.COM

DRAWING NO. 18-0419

MEAN ANNUAL FLOOD LINE
AS DETERMINED BY WATER STAINS ON
THE GROUND SURFACE, TREES, AND
OTHER FIXED OBJECTS



* CITY OF PALM BEACH UTILITIES AVAILABLE *

BUILDERS JOB NO. 13202215

PROPERTY ADDRESS: 11094 BARGADOS AVENUE SE
PALM BAY, FLORIDA 32909

DECLARATION

I, JOHN J. PAVL, of the County of Alameda and State of California, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the County of Alameda and State of California.

Witness my hand and seal of office this 11th day of March, 1935.

JOHN J. PAVL
County Clerk

NOTARIAL PUBLIC

My Comm. Expires 11-23-35

11-23-35
Notary Public

RECORDS SECTION

RECORDED IN BOOK 111 PAGE 111

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VE-10-2021

PUBLIC WORKS DEPARTMENT

1050 MALABAR ROAD SW PALM BAY, FLORIDA 32907

PHONE: (321) 952-3403

EMAIL: pwpermitting@palmbayflorida.org

REQUEST TO VACATE EASEMENT/DRAINAGE RIGHTS-OF-WAY

This application must be completed, legible, and returned, with all attachments referred to herein, to the Public Works Department, Palm Bay, Florida. The request will then be reviewed by City staff and scheduled before the City Council. A minimum of eight (8) weeks is required to process the application. You or your representative are required to attend the hearing and will be notified by mail of the date and time of the meeting. The meeting will be held at 7:00 p.m. in the City Hall Council Chambers, 120 Malabar Road, SE, Palm Bay, Florida, unless otherwise stated.

Name of Applicant (Please print): Luis E. Sanchez

Address: 1094 Barbados ave se

City: Palm Bay FL Zip Code: 32909

Phone Number: (321) 634-2054 Business Phone Number: _____

Fax Number: _____ Email: luis.sanchez1003@yahoo.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 Portion of a 20' wide PU + DE Lying within lot 38 + 39
Block 509 Port malabar unit 12. According to the plat Book 15
pages 43-53 of the public record of Brevard County Florida. (SEE attached
sketch)

Section: _____ Township: _____ Range: _____

Size of area covered by this application (calculate acreage): .03 Acres.

Zoning classification at present: _____

Which action applying for (easement, drainage): Easement

Reason for requesting vacation and intended use: to square of the deck of
a free form pool to be able to build the pool screen

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:

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; 1086 Barbados ave se Palm Bay Fl 32909
Dani BUNRMAN
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

9/14/21

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

9/16/21

Printed Name of Applicant

Luis E. Sanchez

ORDINANCE 2021-72

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 LOTS 38 AND 39, BLOCK 509, PORT MALABAR UNIT 12, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGE 50, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND LEGALLY DESCRIBED HEREIN; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Luis Sanchez 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 Lots 38 and 39, Block 509, Port Malabar Unit 12, according to the plat thereof as recorded in Plat Book 15, Page 50, of the Public Records of Brevard County, Florida, Section 7, Township 29S, Range 37E, being more particularly described as follows:

Commence at the northwest corner of said Lot 38, Block 509, Port Malabar Unit 12, as recorded in Plat Book 15, Pages 43-53, Public Records of Brevard County, Florida; thence S 89°55'39" E along the north line of said Lot 38 a distance of 10.00 feet; thence S 00°04'21" W, a distance of 6.00 feet to a point on the south line of a 6 foot easement on said Lot 38, Block 509 which is also the Point of Beginning; thence S 89°55'39" E, a distance of 10.00 feet; thence S 00°04'21" W, a distance of 148.00 feet to a point of the north line of a 6' foot easement on said Lot 39, Block 509; thence N 89°55'39" W, a distance of 10.00 feet; thence N 00°04'21" E, a distance of 148.00 feet to the Point of Beginning; containing 1,480 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: Luis Sanchez
Case: VE-10-2021

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: 12/2/2021

RE: Ordinance 2021-77, amending the City's Comprehensive Plan Future Land Use Map to change the designated use of property located south of and adjacent to Coconut Street, in the vicinity west of Emerson Drive, from Public/Semi-Public Use to Single-Family Residential Use (11.91 acres) (Case CP-16-2021, Hossein Rezvani), only one reading required.

Mr. Hossein Rezvani, (represented by Alex M. Fundora) has submitted for a small-scale Comprehensive Plan Future Land Use Map Amendment to change 11.91 acres from Public/Semi-Public Use (PSP) to Single-Family Residential Use (SFR). The property is located south of and adjacent to Coconut Street SE, in the vicinity west of Emerson Drive SE.

On April 5, 2007, City Council voted to approve the proposed land use change (CP-3-2007), but the amendment was never transmitted to the State or received a second hearing before City Council. The amendment was therefore not adopted. At present, the applicant has indicated a proposed residential project of 46 units, which is less than the maximum 56 units allowed. The property is within the Florida Scrub Jay polygon, and protected species would need to be mitigated by State and Federal regulations prior to any development on the parcel. Subdividing the property will also require all proposed lots to be connected to City water and sewer, and a drainage plan and stormwater management system will need to be prepared for City review and approval.

REQUESTING DEPARTMENT:
Growth Management

RECOMMENDATION:
Motion to approve Case CP-16-2021 subject to staff comments.

Planning and Zoning Board Recommendation:
Unanimous approval of the request, subject to staff comments.

ATTACHMENTS:**Description**

Case CP-16-2021 - Staff Report

Case CP-16-2021 - Plat

Case CP-16-2021 - Application

Case CP-16-2021 - Boundary Survey

Case CP-16-2021 - Board Minutes

Ordinance 2021-77



STAFF REPORT

LAND DEVELOPMENT DIVISION

120 Malabar Road SE • Palm Bay, FL 32907 • Telephone: 321-733-3042

landdevelopmentweb@palmbayflorida.org

Prepared by

Grayson Taylor, Planner

CASE NUMBER

CP-16-2021

PLANNING & ZONING BOARD HEARING DATE

November 3, 2021

PROPERTY OWNER & APPLICANT

Hossein Rezvani, represented by Alex M.
Fundora

PROPERTY LOCATION/ADDRESS

Tract A, Port Malabar Unit 11, Section 8, Township 29,
Range 37, Brevard County, Florida

SUMMARY OF REQUEST

The applicant is requesting a small-scale Comprehensive Plan Future Land Use Map Amendment to change 11.91 acres from Public/Semi-Public Use (PSP) to Single-Family Residential Use (SFR).

Existing Zoning

RS-2, Single-Family Residential District

Existing Land Use

Public/Semi-Public Use

Site Improvements

Undeveloped Land

Site Acreage

11.91 acres

SURROUNDING ZONING & USE OF LAND**North**

RS-2 Single-Family Residential; Coconut Street SE

East

RS-2 Single-Family Residential; City of Palm Bay Canal 11-01a

South

RS-2 Single-Family Residential; Single-Family Homes

West

RS-2 Single-Family Residential; Single-Family Homes

BACKGROUND:

The subject property is located south of and adjacent to Coconut Street SE, in the vicinity west of Emerson Drive SE. Specifically Tract A of Port Malabar Unit 11, Section 08, Township 29, Range 37, of Brevard County Florida.

The tract was platted in 1961 (Plat Book 15, Page 34). The subject property was acquired by the applicant in 2006.

This is the third (3rd) time this request has been brought before the Planning & Zoning Board. In 2006, the Board voted to deny the request after there was no applicant or representative in attendance, and the case was withdrawn before going to City Council (CP-7-2006). In 2007, the case was brought before the Board (CP-3-2007), who voted to recommend approval. City Council heard the request on April 5, 2007 and approved its submittal to the Florida Department of Community Affairs. However, the case was never transmitted to the State, and never heard a second time by City Council, therefore the amendment was not adopted.

ANALYSIS:

Per Chapter 183: Comprehensive Plan Regulations; Section 183.01(B), the purpose and intent of the Comprehensive Plan is to encourage the most appropriate use of land and resources to promote the health, safety, and welfare of the community.

1. FUTURE LAND USE ELEMENT

The Comprehensive Plan (Plan) FLU Element Goal FLU-2 is to provide for and maintain viable neighborhoods and residential development to meet the existing and future needs of the residents of Palm Bay.

The Single Family Residential (SFR) Use FLU category allows for a maximum residential density of 5 units per acre, with a range of 0-5 units per acre. Typical uses permitted include single-family homes, recreational uses, and institutional uses such as schools, churches, and utilities.

At a maximum of 5 units an acre, at 11.91 acres, the maximum number of units is 59. The applicant has submitted the number of 46 units to the School Board of Brevard County for concurrency determination, which falls under the maximum of 56 units allowed.

2. COASTAL MANAGEMENT ELEMENT

The subject property is not located within the Coastal Management Area.

3. CONSERVATION ELEMENT

The environmental character of the City is maintained through conservation, appropriate use, and protection of natural resources.

The subject parcel is located within the Florida Scrub Jay polygon identified from the United States Fish & Wildlife Scrub Jay Survey Area. Any listed species, including the Scrub Jay, would need to be mitigated for as required by State and Federal regulations, and per Comprehensive Plan Policy CON-1.7B. This mitigation must occur prior to any development on the parcel. No additional listed species are known to inhabit the subject property.

Recreation: Single-Family Residential Use does have more of a demand upon the parks & recreation level of service (LOS) standards than Public/Semi-Public Use. It shall be noted that the Recreation and Open Space Element of the City's Comprehensive Plan sets a LOS Standard of 2 acres per 1,000 residents. The city maintains public ownership of park-designated lands that far exceed this requirement. Furthermore, privately-owned land with a Recreation and Open Space Land Use designation may not be used to meet this LOS.

4. HOUSING ELEMENT

The proposed FLU amendment does not adversely impact the supply and variety of safe, decent, attractive, and affordable housing within the City. The future land use change has the potential to provide an increase in available housing to City residents or future residents.

5. INFRASTRUCTURE ELEMENT

The City evaluates present and future water, sewer, drainage, and solid waste, and assesses the ability of infrastructure needed to support development.

Utilities: The FLU change will not cause the level of service to fall below the standards adopted in the Comprehensive Plan for these services for the current planning period. City water is currently available to the property. Should the property be subdivided, all proposed lots would need to be connected to City sewer.

Drainage: If developed, a drainage plan must be prepared in accordance with current regulations and approved by the City. If the property goes through the subdivision process and proposed stormwater management system will be reviewed and approved by the City during the building permitting review process.

Solid Waste: Solid waste collection is provided to the area by Republic Services Inc. Sufficient capacity exists within the Brevard County landfills to service the property.

6. INTERGOVERNMENTAL COORDINATION ELEMENT

Public Schools: The proposed FLU amendment requested is to allow the site to be subdivided into lots for single-family homes under the current RS-2 zoning. The School Board of Brevard County has determined that Turner Elementary, Southwest Middle, and Heritage High School are projected to contain enough capacity for students from this potential subdivision.

7. TRANSPORTATION ELEMENT

The objectives of the Comprehensive Plan's Transportation Element are to provide a safe, balanced, efficient transportation system that maintains the roadway level of service and adequately serves the needs of the community.

8. PROPERTY RIGHTS ELEMENT

The goal of the Comprehensive Plan's Property Rights Element is for the City to respect judicially acknowledged and constitutionally protected private property rights.

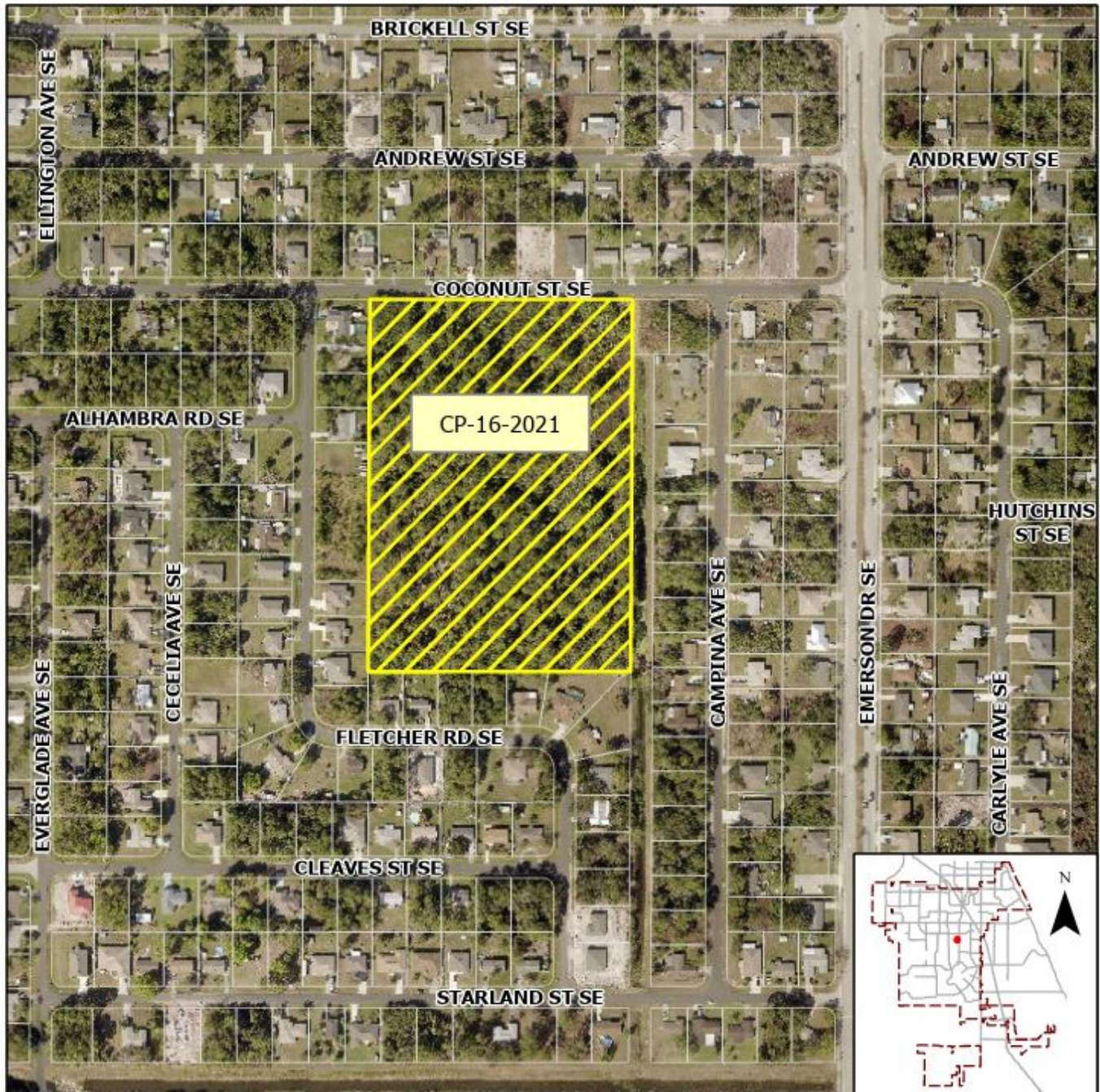
This proposed land use change does not appear to infringe upon the property rights of the applicant.

STAFF RECOMMENDATION:

Case CP-16-2021 is recommended for approval subject to staff comments.



Map is not to scale—for illustrative purposes only; not to be construed as binding or as a survey.



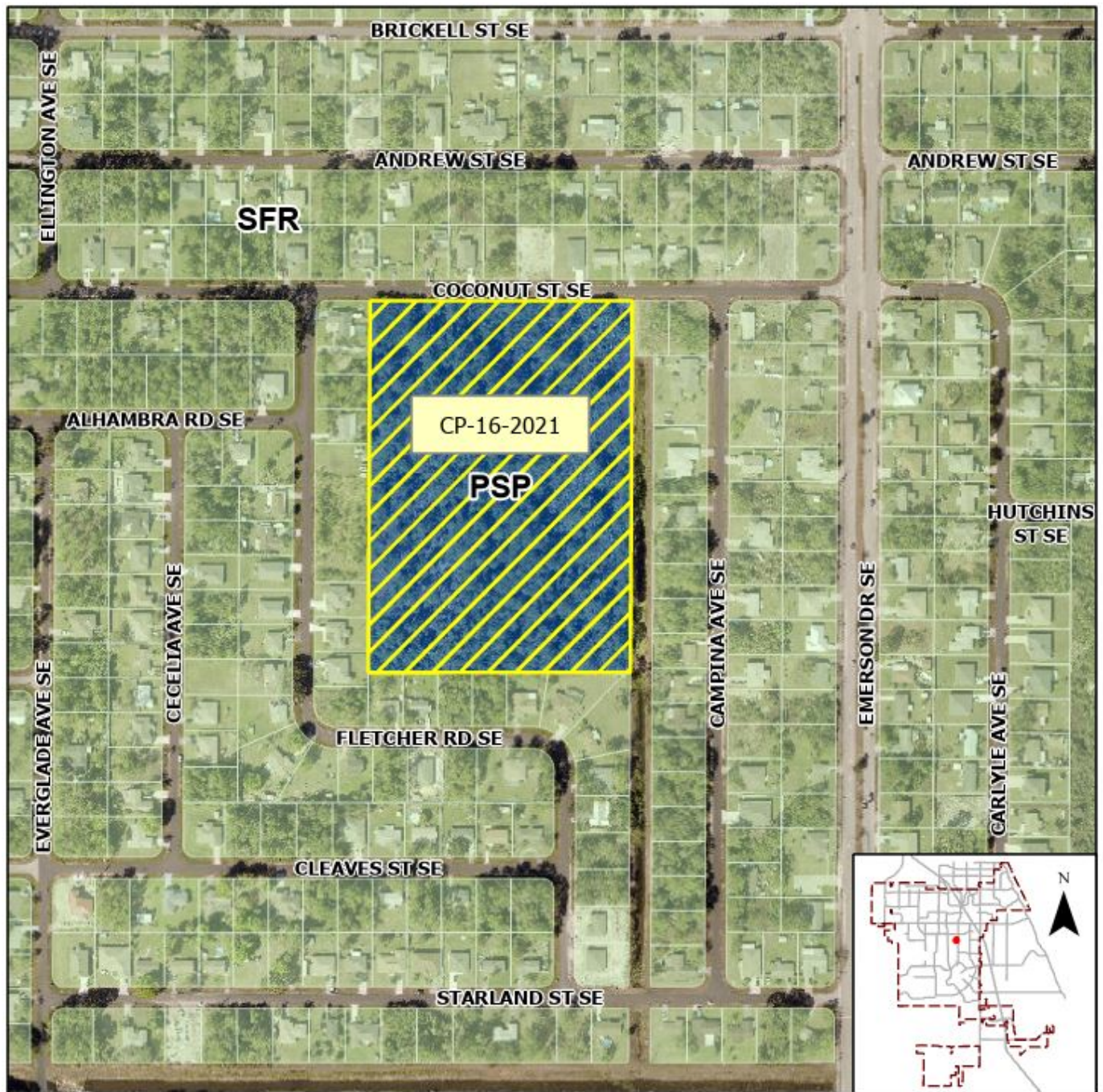
AERIAL LOCATION MAP CASE: CP-16-2021

Subject Property

South of and adjacent to Coconut Street SE, in the vicinity west of Emerson Drive 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: CP-16-2021

Subject Property

South of and adjacent to Coconut Street SE, in the vicinity west of Emerson Drive SE

Future Land Use Classification

PSP – Public/Semi-Public Use



Map is not to scale—for illustrative purposes only; not to be construed as binding or as a survey.



ZONING MAP

CASE: CP-16-2021

Subject Property

South of and adjacent to Coconut Street SE, in the vicinity west of Emerson Drive SE

Current Zoning Classification

RS-2 – Single Family Residential District

A RESUBDIVISION OF PORTIONS OF THE FLORIDA INDIAN RIVER
LAND COMPANY, PLAT BOOK 1, PAGE 165, IN SECTIONS 7, 8 AND 9,
TOWNSHIP 29 SOUTH, RANGE 37 EAST
CITY OF PALM BAY
BREVARD COUNTY, FLORIDA

A portion of Lot 32, Section 7, Township 22 South, Range 37 East; a portion of Lot 2 all of Lots 3 through 6 and portions of Lots 7, 8 and 9 all of Range 14; all of Lots 17, 18, 21, 22 and 23, portions of Lots 24 and 25, all of Lots 26 through 31, all of Range 18 East; a portion of Section 6, Township 22 South, Range 37 East; as shown on the plat of **FLORIDA INDIAN RIVER LAND COMPANY**, a corporation organized under the laws of the State of Florida, and of the Public Records of Brevard County, Florida. All of the foregoing being more particularly described by reference to the plat of said

[illegible]

All land lying and being in the City of Palm Bay, Brevard County, Florida and containing 468.68 Acres more or less.



SECTIONS 7, 8 & 9 - TWP 29 S - RGE. 37 E

SCALE: 1"=10MM

DRAWN BY-VMF, J.R.W.
CHECKED BY-JD
APPROVED BY-CG/S

The Drainage Rights of this running stream and tributaries to the Matanzas Villages Drainage District Council are reserved by FRONT MALABAR, INC., its successors or assigns. The minimum width of the stream is at least otherwise indicated a strip of land 20 feet wide at full flow and adjacent to the stream bed and 100 feet wide at the top of each 10 foot rise of the sides of each lot is reserved for the installation and maintenance of the drainage system.

With the following exceptions: Sale of lots lying adjacent to streets shall contain no easement for drainage; and the easement for a lot is intended as a building site, where parts of it are more fully allocated as a building site, the outside boundaries of the lot shall follow the street frontage easements. The express purposes of this plan are: (1) to abandon those rights and claims for the public use of all tracts as shown on the map of the described part of FLORIDA INDIAN RIVER LAND COMPANY, lying within the boundaries of the tract as so described properly; (2) to replot the above described property into lots, streets and easements as shown in the attached plan.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That the Corporation named below, being the owner in fee simple of the lands described in the foregoing caption to this plat, hereby dedicates said lands and plat for the uses and purposes therein expressed and dedicates the Streets, Avenues, Drives, Roads and Draining Rights of My shown hereon to the perpetual use of the public. Except *

IN WITNESS WHEREOF, has caused these presents to be signed and attested to by the officers named below and its corporate seal to be affixed hereto on SEPTEMBER 27, 1961

By W. H. O'Donnell MALABAR INC.
Vice President
Attest: W. H. O'Donnell Secretary
Signed and sealed in the presence of:
Judith W. Wilson
Joan Foster
Rita Chaffey

STATE OF FLORIDA COUNTY OF DADE
THIS IS TO CERTIFY, that on September 27, 1961
before me, a Notary Public duly authorized to take acknowledgments in the
State of Florida aforesaid, personally appeared
A. J. Fey and Walter G. Dandridge
respectively
President and Secretary
of the above named corporation incorporated under the laws of the
State of Florida, a Florida Corporation, to me known to be the individuals
and officers described in and who executed the foregoing Dedication
and severally acknowledged the execution thereof to be their free act
and deed as such officers therunto duly authorized; that the official
acts of said corporation are duly and lawfully conducted; and that the said
Dedication is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set
my hand and seal on the above date.

Sharon H. Muck
NOTARY PUBLIC

My Commission Expires THURSDAY 10, 1962

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a
 licensed and registered land surveyor, does hereby certify that on
September 18, 1961 he completed the survey
 of the lands shown in the foregoing plat, that said plat is a correct
 representation of the lands therein described and plotted; that permanent
 reference monuments have been placed as shown thereon as re-
 quired by Chapter 177, Florida Statutes; and that said land is located in
 Brevard County, Florida. Dated Sept. 28, 1961

John H. White Registration No. 1285
 John H. White
 Surveyor

**CERTIFICATE OF APPROVAL
BY MUNICIPALITY**

THIS IS TO CERTIFY, That on _____
 _____ approved the foregoing plat:
 SEAL
 MAYOR
 ATTEST:
 CITY CLERK

CERTIFICATE OF APPROVAL BY BOARD
OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY, That on _____ the
foregoing plat was approved by the Board of County Commissioners of
Brevard County, Florida.

Attest:

Chairman of the Board.

Clerk of the Board.

Approved

County Engineer

CERTIFICATE OF APPROVAL
BY ZONING COMMISSION

THIS IS TO CERTIFY, That on _____, the
Zoning Commission of the above Municipality approved the foregoing
plot.

Zoning Director.

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 7V 23 1961
 12:57 PM File No.

Clark of the Circuit Court
in and for Brevard County, Fla.
H. M. Simmons
By *R. W. Brown*

ENGINEERS NOTE

Dimensions on corner lots are to the intersection of Block lines extended, unless otherwise shown. All rocks are 25 feet, unless otherwise shown. Permanent Reference Markings are set at all Block corners unless otherwise noted. Basis of Bearing System is assumed for Computation Purposes.

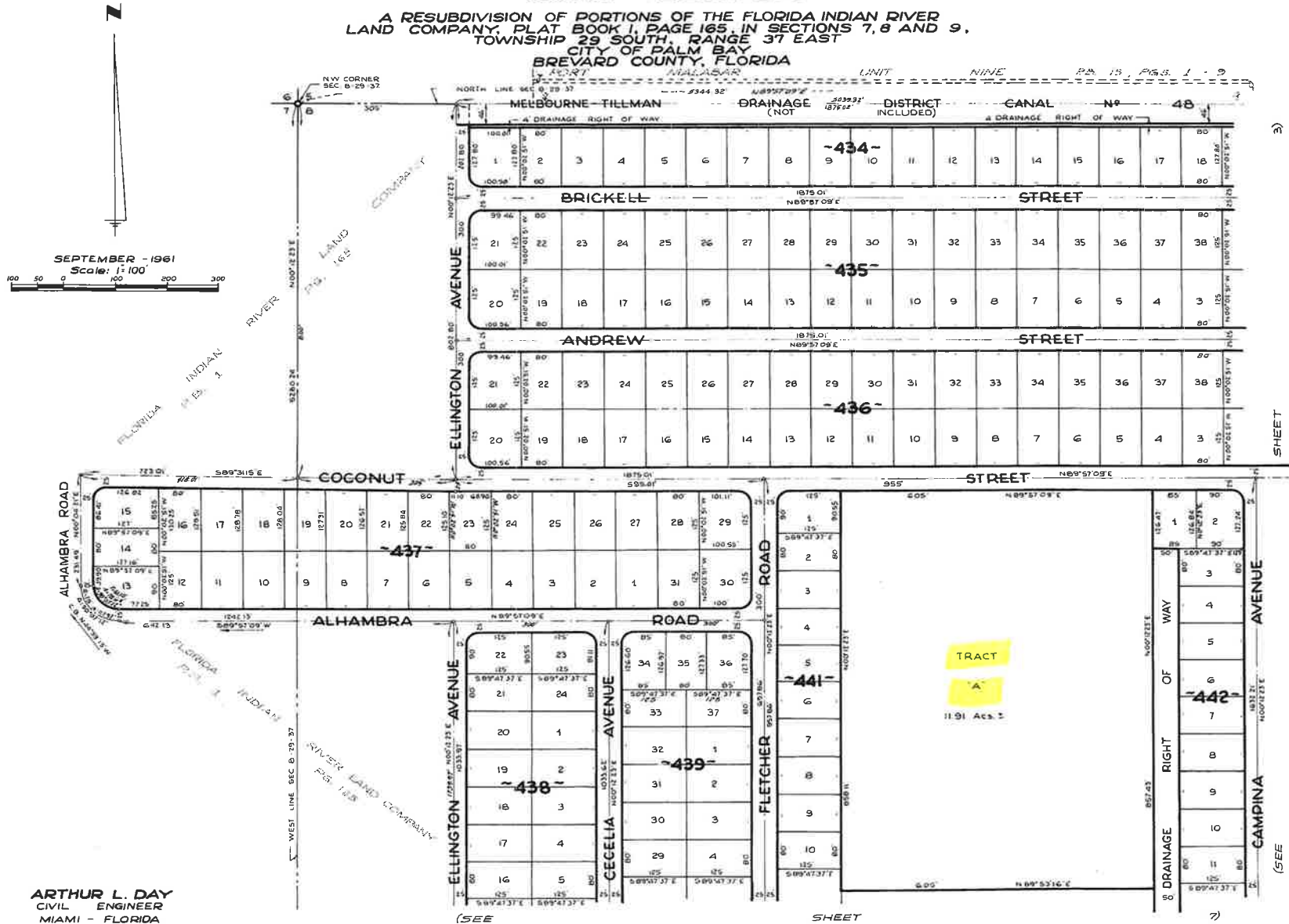
ARTHUR L. DAY
CIVIL ENGINEER
MIAMI - FLORIDA

SHEET 1 OF 9 SHEETS
TOTAL LOTS - 1470

PORT MALABAR UNIT ELEVEN

PLAT BOOK 15
PAGE 35

A RESUBDIVISION OF PORTIONS OF THE FLORIDA INDIAN RIVER
LAND COMPANY, PLAT BOOK 1, PAGE 165, IN SECTIONS 7, 8 AND 9,
TOWNSHIP 29 SOUTH, RANGE 37 EAST
CITY OF PALM BAY
BREVARD COUNTY, FLORIDA



CALCULATED BY: JEC
DRAWN BY: VMF
CHECKED BY: JB
APPROVED BY: GSK

ARTHUR L. DAY
CIVIL ENGINEER
MIAMI - FLORIDA

SHEET 2 OF 3 SHEETS
169 LOTS THIS SHEET



LAND DEVELOPMENT DIVISION

120 Malabar Road SE • Palm Bay, FL 32907 • Telephone: (321) 733-3042

Landdevelopmentweb@palmbayflorida.org

**COMPREHENSIVE PLAN OR FUTURE LAND USE MAP AMENDMENT
APPLICATION**

This application must be deemed complete and legible, and must be returned by the first day of the month during division office hours, with all enclosures referred to herein, to the Land Development Division, Palm Bay, Florida, to be processed for consideration the following month at the earliest by the Planning and Zoning Board. **Large Scale Amendments will require 60 days of review prior to a scheduled Planning and Zoning Board meeting.** The application will then be referred by the Planning and Zoning Board for study and recommendation to the City Council. You or your representative are required to attend the meeting(s) and will be notified by mail of the date and time of the meeting(s). The Planning and Zoning Board holds their regular meeting the first Wednesday of every month at 7:00 p.m. in the City Hall Council Chambers, 120 Malabar Road SE, Palm Bay, Florida, unless otherwise stated.

APPLICATION AMENDMENT TYPE:

☐ Small Scale (Less than 10 acres)

☐ Text Amendment (Comp. Plan)

☒ Large Scale (10 acres or more)

PARCEL ID(S):

29-37-08-GL-A

TAX ACCOUNT NUMBER(S):

2928278

LEGAL DESCRIPTION OF THE PROPERTY COVERED BY THIS APPLICATION: (attach additional sheets if necessary):

Tract A, PORT MALABAR UNIT ELEVEN, according to the plat thereof, as recorded in Plat Book 15, Pages 34 through 42, inclusive, Public Records of Brevard County, Florida.

SIZE OF AREA COVERED BY THIS APPLICATION (calculate acreage):

11.91 acres

CITY OF PALM BAY, FLORIDA
COMPREHENSIVE PLAN OR FUTURE LAND USE MAP AMENDMENT APPLICATION
PAGE 2 OF 3

LAND USE CLASSIFICATION AT PRESENT OR PLAN SECTION AFFECTED (ex.: Commercial, Single Family, Policy CIE-1.1B, etc.):

PSP, Public/Semi-Public Use

LAND USE CLASSIFICATION DESIRED OR PROPOSED TEXT CHANGE (attach additional sheets if necessary):

RS-2, Single Family Residential District

PRESENT USE OF PROPERTY:

Undeveloped

STRUCTURES LOCATED ON THE PROPERTY: None

REZONING FILED IN CONJUNCTION WITH THIS APPLICATION: Rezone to RS-2

JUSTIFICATION FOR CHANGE (attach additional sheets containing supporting documents and evidence if necessary):

Allow single family housing to be built on the property, as per a previously granted change of designated use on April 9, 2007 by the Palm Bay City Council. Letter attached.

SPECIFIC USE INTENDED FOR PROPERTY:

Single family residential housing

THE FOLLOWING PROCEDURES AND ENCLOSURES ARE REQUIRED TO COMPLETE THIS APPLICATION:



*Application Fee. Make Check payable to "City of Palm Bay." Waived per Patrick Murphy, Assistant Director Growth Management Department



\$1,200.00 - Small Scale (Less than 10 acres)



\$2,000.00 - Large Scale (10 acres or more)



\$2,000.00 - Text Amendment (Comp. Plan)

CITY OF PALM BAY, FLORIDA

COMPREHENSIVE PLAN OR FUTURE LAND USE MAP AMENDMENT APPLICATION

PAGE 3 OF 3



Boundary Survey for land use amendments.



Sketch with legal descriptions of properties covered by this application for land use amendments.



List of legal descriptions of all properties within a 500-foot radius of the boundaries of the property covered by this application, together with the names and mailing addresses (including zip codes) of all respective property owners within the above referenced area. (This should be obtained for a fee from the Brevard County Planning and Zoning Department at (321) 633-2060.)



School Board of Brevard County School Impact Analysis Application (if applicable). The application is obtained from the Planning and Project Management Department of the School Board of Brevard County at (321) 633-1000, extension 11418.



Sign(s) posted on the subject property. Refer to Section 51.07(C) of the Legislative Code for guideline. Staff will provide a sign template.



Where the property owner is not the representative for the request, a LETTER must be attached giving the notarized consent of the property owner(s) to a representative.

Name of Representative George A. Booras, Esq. and Alex Fundora

I, THE UNDERSIGNED UNDERSTAND THAT THIS APPLICATION MUST BE COMPLETE AND ACCURATE BEFORE CONSIDERATION BY THE PLANNING AND ZONING BOARD/LOCAL PLANNING AGENCY AND CERTIFY THAT ALL THE ANSWERS TO THE QUESTIONS IN SAID APPLICATION, AND ALL DATA AND MATTER ATTACHED TO AND MADE A PART OF SAID APPLICATION ARE HONEST AND TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING COMPREHENSIVE PLAN OR FUTURE LAND USE MAP AMENDMENT APPLICATION AND THAT THE FACTS STATED IN IT ARE TRUE.

Owner Signature

DocuSigned by:

*Hossein Rezvani*Date July 1, 2021

Printed Name

Hossein Rezvani

Full Address

Sierichstrasse 76 22301

Telephone

Email hr@hosseinrezvani.com

***NOTE: APPLICATION FEE IS NON-REFUNDABLE UPON PAYMENT TO THE CITY**

June 30

RECEIVED
JUL 1 2021

Re: Letter of Authorization

As the property owner of the site legally described as:

Tract A Port Malabar Unit 11

LAND DEVELOPMENT

I, Owner Name: Hossein Rezvani

Address: Sierichstrasse 76 22301 Hamburg Germany

Telephone: (321)536-5281 Local relative Mohsen Zakeri

Email: hr@hosseinrezvani.com

hereby authorize:

Representative: Alexander M. Fundora

Address: 3701 SW 58TH CT MIAMI FL 33155

Telephone: 305-610-1747

Email: alfund@gmail.com

to represent the request(s) for:

Hossein Rezvani

Request for a comprehensive plan amendment application.

(Property Owner Signature)

STATE OF

Florida

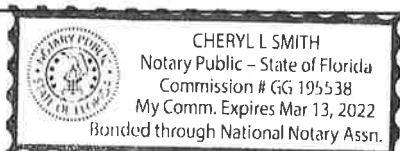
COUNTY OF

Brevard

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization, this 1st day of July, 2021 by

Hossein Rezvani

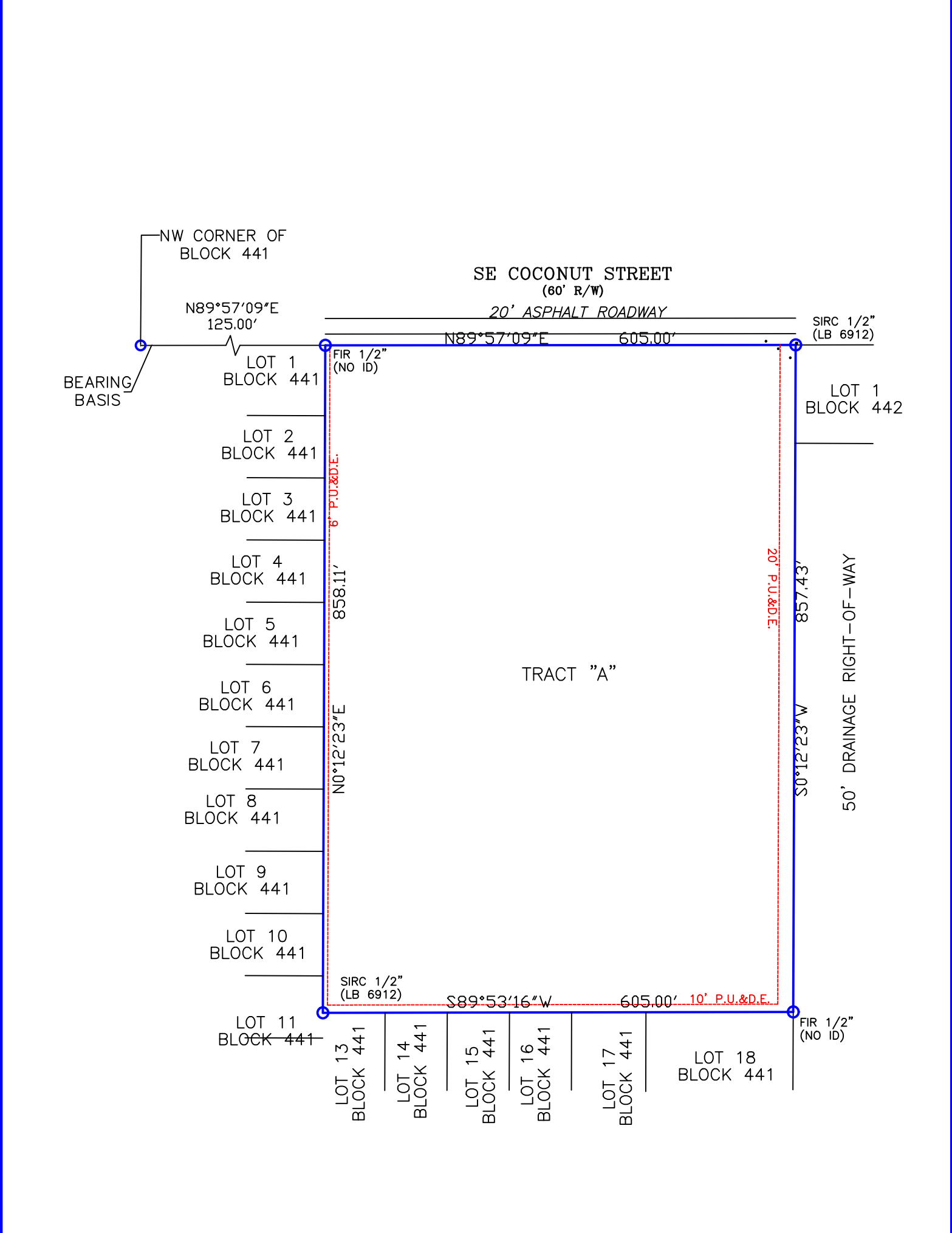
, property owner.



Cheryl L. Smith
Cheryl L. Smith, Notary Public

☐ Personally Known or ☒ Produced the Following Type of Identification:

ID Card With Photo



NOTABLE CONDITIONS:
PROPERTY APPEARS TO BE SERVICED BY PUBLIC UTILITIES.
THERE IS A REAR 10' PUBLIC UTILITY AND DRAINAGE EASEMENT.
THERE IS A 20' PUBLIC UTILITY AND DRAINAGE EASEMENT ALONG THE EAST LOT LINE.
THERE IS A 6' PUBLIC UTILITY AND DRAINAGE EASEMENT ALONG THE WEST LOT LINE.

NOTES:
ALL BEARINGS AND DISTANCES SHOWN ARE RECORD AND MEASURED, UNLESS OTHERWISE SHOWN.
P.U.&D.E. = PUBLIC UTILITY AND DRAINAGE EASEMENT
BEARINGS ARE BASED UPON THE RECORD BEARING FOR THE SOUTHERLY RIGHT OF WAY LINE OF COCONUT STREET SE.

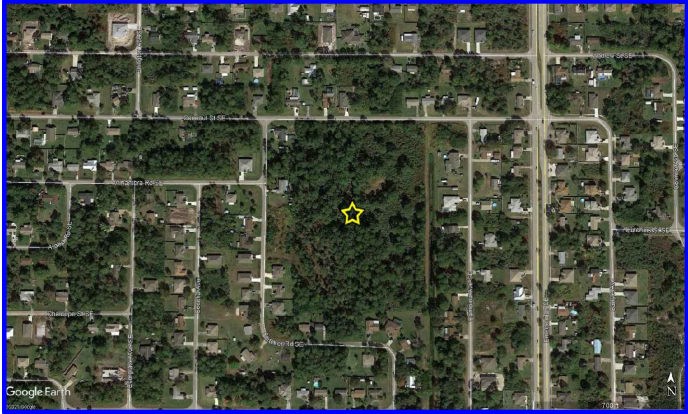
NORTH ARROW &
GRAPHIC SCALE

0' 1" = 150' 150'

LEGAL DESCRIPTION:
TRACT A, PORT MALABAR, UNIT ELEVEN, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, PAGE(S) 34 THROUGH 42, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

JOB NUMBER: 2106-051
FIELD WORK DATE: 06/18/2021
PROPERTY ADDRESS:
770 COCONUT STREET SE, PALM BAY, FL 32909
FLOOD INFORMATION:
PANEL NUMBER: 12009C0660G
FIRM DATE: MARCH 17, 2014
FLOOD ZONE: X
BASE FLOOD ELEVATION: NA
COMMUNITY NAME: PALM BAY, CITY OF
COMMUNITY NUMBER: 120404

AERIAL PHOTOGRAPH



SURVEYOR'S LEGEND

A/C = AIR CONDITIONING
BB = BEARING BASIS
BFP = BACKFLOW PREVENTER
BLDG = BUILDING
BLK = BLOCK
BM = BENCHMARK
C = CURVE
CATV = CABLE T.V. RISER
CB = CATCH BASIN
CL = CENTERLINE
CLF = CHAIN LINK FENCE
CLP = CONCRETE LIGHT POLE
CONC = CONCRETE
CP = CONTROL POINT
CPP = CONCRETE POWER POLE
D = DEED
DF = DRAINFIELD
ELEV = ELEVATION
EM = ELECTRIC METER
EOW = EDGE OF WATER
EP = EDGE OF PAVEMENT
F = FIELD
FCM = FOUND CONCRETE MONUMENT
FDH = FOUND DRILL HOLE

FFE = FINSHED FLOOR ELEVATION
FIP = FOUND IRON PIPE
FIPC = FOUND IRON PIPE AND CAP
FIR = FOUND IRON ROD
FIRC = FOUND IRON ROD AND CAP
FN = FOUND NAIL
FN&D = FOUND NAIL AND DISC
FND = FOUND
FPK = FOUND PK NAIL
FPKD = FOUND PK NAIL AND DISC
FRRSKP = FOUND RAILROAD SPIKE
GAR = GARAGE
HYD = FIRE HYDRANT
ID = IDENTIFICATION
L = LENGTH
LB # = LICENSED BUSINESS
LS # = LICENSED SURVEYOR
M = MEASURED
MB = MAP BOOK
MES = MITERED END SECTION
MH = MANHOLE
MLP = METAL LIGHT POLE
OHW = OVERHEAD WIRES
P = PLAT
PB = PLAT BOOK
PC = POINT OF CURVATURE

PCC = POINT OF COMPOUND CURVATURE
PCP = PERMANENT CONTOL POINT
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PP = POOL PUMP
PRC = POINT OF REVERSE CURVATURE
PRM = PERMANENT REFERENCE MONUMENT
PT = POINT OF TANGENCY
R = RADIUS
RNG = RANGE
R/W = RIGHT OF WAY
S = SEPTIC
SEC = SECTION
SIR = SET IRON ROD AND CAP
SPKD = SET PK NAIL AND DISC
SV = SEWER VALVE
TBM = TEMPORARY BENCHMARK
TOB = TOP OF BANK
TWP = TOWNSHIP
TR = TELEPHONE RISER
TYP = TYPICAL
WIT = WITNESS
WLP = WOOD LIGHT POLE
WM = WATER METER
WPP = WOOD POWER POLE
WV = WATER VALVE

LINETYPES

— = BOUNDARY LINE
— = STRUCTURE LINE
- - - - - = CENTERLINE
- - - - - = EASEMENT LINE
- - - - - = FENCE LINE
— = OLD LOT LINE

SYMBOLS


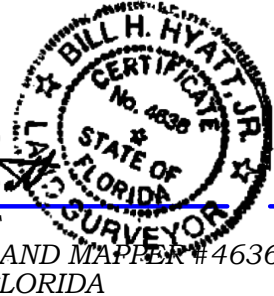
⊙ = FIRE HYDRANT
⊗ = WATER METER
⊗ = POWER POLE
⊗ = GAS SERVICE
⊙ = LIGHT POLE
⊗ = WELL
⊙ = BENCHMARK
▣ = CATCH BASIN
⊙ = SANITARY MANHOLE
⊙ = CABLE T.V. SERVICE
⊙ = ELECTRIC SERVICE
⊙ = TELEPHONE SERVICE
⊙ = DRAINAGE MANHOLE
⊙ = SANITARY SERVICE

SURVEYOR'S NOTES

1. THIS SURVEY DOES NOT DETERMINE OR INDICATE LAND OWNERSHIP.
2. THE SURVEYOR DID NOT RESEARCH OR ABSTRACT THE LAND RECORDS FOR RIGHTS-OF-WAY, EASEMENTS, RESERVATIONS, DEED RESTRICTIONS, ZONING REGULATIONS, SETBACKS, LAND USE PLAN DESIGNATIONS, ADJOINING DEEDS, LIENS, MURPHY ACT RIGHTS-OF-WAY, AREAS OF LOCAL CONCERN, OR OTHER SIMILAR JURISDICTIONAL DETERMINATIONS. TO THE EXTENT THAT THIS TYPE OF INFORMATION IS SHOWN, IT IS SHOWN SOLELY ON THE BASIS OF INFORMATION PROVIDED BY THE CLIENT OR INFORMATION OTHERWISE KNOWN TO THE SURVEYOR AND MAY NOT BE COMPLETE.
3. UNDERGROUND UTILITIES, BUILDING FOUNDATIONS, AND OTHER UNDERGROUND FIXED IMPROVEMENTS WERE NOT LOCATED, UNLESS OTHERWISE INDICATED. TO THE EXTENT THAT THIS TYPE OF INFORMATION IS SHOWN, IT IS SHOWN SOLELY ON THE BASIS OF SURFACE INDICATIONS OBSERVED BY THE SURVEYOR AND MAY NOT BE COMPLETE.
4. JURISDICTIONAL WETLANDS AND ENDANGERED OR THREATENED SPECIES HABITAT, IF ANY, THAT MAY EXIST ON OR AROUND THE SURVEY SITE WERE NOT DETERMINED OR LOCATED.
5. THE SURVEY DATE IS THE FIELD DATE SHOWN IN THE TITLE BLOCK, NOT THE SIGNATURE DATE.
6. THIS SURVEY MAP OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ELECTRONIC OR ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
7. FENCES SHOWN ON SURVEY ARE FOR ILLUSTRATIVE PURPOSES ONLY. FENCE TIES SHOWN ARE RELATIVE TO THE CENTER OF SAID FENCE. THE SURVEYOR WILL NOT BE RESPONSIBLE FOR DAMAGES RESULTING FROM THE REMOVAL AND/OR CHANGES TO ANY FENCES UNLESS THE SURVEY WAS PROVIDED SPECIFICALLY FOR FENCE LOCATION PURPOSES.
8. PROPERTY LINES AND OR IMPROVEMENTS SHOWN WERE PHYSICALLY LOCATED BY FIELD SURVEY.
9. MONUMENTS FOUND OR SET ARE SHOWN, CALCULATED LINES AND INFORMATION IS NOTED BY (C).
10. COMPUTATIONS OF LINES AND OR DATA NOT FOUND ARE SHOWN AS (C).
11. ACCURACIES OBTAINED IN THIS SURVEY IS GREATER THAN (RURAL) 1' IN 5000', (SUBURBAN) 1' IN 7500', (COMMERCIAL) 1' IN 10,000'.
12. PRIOR TO SURVEY INFORMATION OBTAINED WAS LEGAL DESCRIPTION FROM CLIENT OR FROM PUBLICLY PUBLISHED COUNTY TAX COLLECTOR SITE, RECORDED PLATS AND OR SECTION CORNER RECORDS IF APPLICABLE.
13. IF ONLY A DIGITAL SURVEY COPY IS REQUIRED A SURVEY REPORT WILL BE PLACED IN FILE. THE DIGITAL SURVEY IS NOT FULL AND COMPLETE WITHOUT THE SURVEY REPORT FILE.

SURVEYOR'S SIGNATURE

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR ELECTRONIC SEAL OF THE FLORIDA LICENSED SURVEYOR BELOW. THE SURVEYOR HEREBY CERTIFIES THAT THE ELECTRONIC SIGNATURE AND SEAL HEREON MEETS PROCEDURES SET FORTH IN CHAPTER 5J-17.062 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.025, FLORIDA STATUTES. THE SURVEYOR HEREBY CERTIFIES THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE FOR SURVEYS, SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS IN CHAPTER 5J-17.051 AND 5J-17.052 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.



BILL HYATT
SURVEYOR AND MAPPER #4636
STATE OF FLORIDA

6.28.21
DATE

CERTIFIED TO:

BLACK STALLION ENTERPRISES, INC.
PENINSULA TITLE SERVICES, LLC
FIDELITY NATIONAL TITLE INSURANCE COMPANY

KNOW IT NOW, INC.
PROFESSIONAL SURVEYING AND MAPPING
5220 US HIGHWAY 1, #104
VERO BEACH, FL 32967
PHONE - (888) 396-7770
WWW.KINSURVEY.COM



CITY OF PALM BAY, FLORIDA
PLANNING AND ZONING BOARD/
LOCAL PLANNING AGENCY
REGULAR MEETING 2021-12

Held on Wednesday, November 3, 2021, in the City Hall Council Chambers, 120 Malabar Road SE, Palm Bay, Florida.

This meeting was properly noticed pursuant to law; the minutes are on file in the Land Development Division, Palm Bay, Florida. The minutes are not a verbatim transcript but a brief summary of the discussions and actions taken at this meeting.

Mr. Philip Weinberg called the meeting to order at approximately 7:00 p.m.

Ms. Leeta Jordan led the Pledge of Allegiance to the Flag.

ROLL CALL:

CHAIRPERSON:	Philip Weinberg	Present
VICE CHAIRPERSON:	Leeta Jordan	Present
MEMBER:	Donald Boerema	Present
MEMBER:	James Boothroyd	Present
MEMBER:	Richard Hill	Present
MEMBER:	Khalilah Maragh	Present
MEMBER:	Rainer Warner	Present
NON-VOTING MEMBER:	David Karaffa	Present
	(School Board Appointee)	

CITY STAFF: Present were Mr. Patrick Murphy, Acting Growth Management Director; Mr. Christopher Balter, Senior Planner; Ms. Chandra Powell, Recording Secretary; Ms. Jennifer Cockcroft, Deputy City Attorney.

ADOPTION OF MINUTES:

1. **Regular Planning and Zoning Board/Local Planning Agency Meeting 2021-11 October 6, 2021.**

Motion to approve the minutes as presented.

6. **CPZ-11-2021 - CONTINUED TO 12/01 P&Z - Eastshore - Andrew Steel, NSD Palm Bay IV, LLC (Ana Saunders, P.E. and Miguel Reynaldos, Reps.) - A zoning amendment from an LI, Light Industrial and Warehousing District to a BMU, Bayfront Mixed Use District. Tax Parcels 250 and 254, Section 14, Township 28, Range 37, Brevard County, Florida, containing approximately 7.11 acres. Northwest corner of Robert J. Conlan Boulevard NE and Commerce Park Drive NE**

Case CPZ-11-2021 was discussed under Announcements, Item 2.

NEW BUSINESS:

1. **CP-14-2021 - Palm Vista at Everlands Phase II - Greg Pettibon, Lennar Homes, LLC (Scott Glaubitz, P.E., P.L.S. or assignee, BSE Consultants, Inc., Rep.) - A small-scale Comprehensive Plan Future Land Use Map amendment from Recreation and Open Space Use and Single-Family Residential Use to Multiple-Family Residential Use and Single-Family Residential Use. Part of Tax Parcel 1 and Tax Parcel 252, Section 21, Township 28, Range 36, Brevard County, Florida, containing approximately 26.67 acres. In the vicinity east of St. Johns Heritage Parkway NW and north of Emerson Drive NW**

Case CP-14-2021 was discussed under Announcements, Item 3.

2. **PD-49-2021 - Palm Vista at Everlands Phase II - Greg Pettibon, Lennar Homes, LLC (Scott Glaubitz, P.E., P.L.S. or assignee, BSE Consultants, Inc., Rep.) - Preliminary Development Plan for a PUD to allow a 638-unit residential development called Palm Vista at Everlands Phase II. Part of Tax Parcel 1 and Tax Parcel 252, Section 21, Township 28, Range 36, Brevard County, Florida, containing approximately 26.67 acres. In the vicinity east of St. Johns Heritage Parkway NW and north of Emerson Drive NW**

Case PD-49-2021 was discussed under Announcements, Item 3.

3. **CP-16-2021 - Hossein Rezvani (Alexander M. Fundora, Rep.) - A small-scale Comprehensive Plan Future Land Use Map amendment from Public/Semi-Public Use to Single-Family Residential Use. Tract A, Port Malabar Unit 11,**

Section 8, Township 29, Range 37, Brevard County, Florida, containing approximately 11.91 acres. South of and adjacent to Coconut Street SE, in the vicinity west of Emerson Drive SE

Mr. Murphy presented the staff report for Case CP-16-2021. Staff recommended Case CP-16-2021 for approval subject to staff comments.

Mr. Alexander Fundora, chief operating officer with Black Stallion Enterprises, Inc. (representative for the applicant) stated that he was currently under contract to purchase the subject property. His plan was to develop a maximum 40-unit residential subdivision based on the RS-2, Single-Family Residential zoning district. An initial environmental study had been done, sewer would be brought from Emerson Drive to the site, and all other requirements would be met. The project was previously approved for Single-Family Residential Use but was never submitted to the State.

Mr. Boerema asked if the development would be a fenced and gated community. Mr. Fundora stated that he had not anticipated the one-loop road subdivision as a fenced and gated community. He planned to give the road back to the City.

Ms. Maragh asked whether a Citizen Participation Plan (CPP) meeting had been required. Mr. Murphy stated that a CPP meeting would be required if a Planned Unit Development was proposed, but a conventional subdivision under the RS-2 designation would not require a CPP meeting. However, a future plan submittal would be discussed with staff.

The floor was opened for public comments.

Ms. Donna O'Connor (resident at Coconut Street SE) spoke against the request. She stated that there was already a drainage problem in the area. The sole access onto Coconut Street, which was a single lane, was a concern as there was also a traffic problem in the area.

Ms. Sheryl Smith (resident at Coconut Street SE) spoke against the request. There was too much traffic on Coconut Street and a problem with speeders. The proposed lots would be smaller than the current lots in the surrounding area, scrub jay and

tortoise habitat would likely be affected, and 59 more homes would impact school capacity. She was concerned about emergency responses with the single access.

Mr. Benny Woodley (resident at Campina Avenue SE) spoke against the request. He was concerned about a single-access development generating approximately 150 cars. He did not want smaller lots in the area.

In response to public comments, Mr. Fundora stated that a traffic study would be done for the project. Sewer would be brought to the site and the pump station to be installed should help with area drainage. He explained that approximately 38 units would likely be approved under the RS-2 district. There was also a back access to the site off Starland Street SE. He noted that an additional environmental study was required; however, no endangered species had been determined by the initial environmental analysis.

Mr. Murphy explained that the requested land use category allowed for a maximum 5 units per acre for a higher density planned unit development; however, with acreage set aside for roads and stormwater, development would typically be 3 to 3.5 units per acre. The surrounding area was zoned RS-2 with quarter-acre lots at 4 units per acre. New developments must also meet onsite retention requirements.

The floor was closed for public comments, and there was no correspondence in the file.

Mr. Warner wanted to know if the land use request would have to be submitted to the State. Mr. Murphy stated that the case was now considered a small-scale amendment under new State regulations and would not have to go through State review.

Motion to submit Case CP-16-2021 to City Council for approval subject to staff comments.

Motion by Mr. Hill, seconded by Mr. Boothroyd. Motion carried with members voting as follows:

Aye: Weinberg, Jordan, Boerema, Boothroyd, Hill, Maragh, Warner.

Case CP-16-2021 will be heard by City Council on December 2, 2021.

OTHER BUSINESS:

1. The board was reminded that a special Planning and Zoning Board meeting was scheduled for Monday, November 15, 2021, at 6:00 p.m.

ADJOURNMENT:

The meeting was adjourned at approximately 8:04 p.m.

Philip Weinberg, CHAIRPERSON

Attest:

Chandra Powell, SECRETARY

****Quasi-Judicial Proceeding**

ORDINANCE 2021-77

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, TITLE XVII, LAND DEVELOPMENT CODE, CHAPTER 183, COMPREHENSIVE PLAN REGULATIONS, SECTION 183.01, COMPREHENSIVE PLAN, SUBSECTION (D), ADOPTION OF FUTURE LAND USE MAP, BY AMENDING THE FUTURE LAND USE MAP; PROVIDING FOR THE REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Palm Bay has designated the Planning and Zoning Board as its Local Planning Agency and said Local Planning Agency held an adoption hearing on an amendment to the Comprehensive Plan on November 3, 2021, after public notice, and

WHEREAS, the City Council of the City of Palm Bay, pursuant to Chapter 163, Florida Statutes, held an adoption hearing on an amendment to the Comprehensive Plan on December 2, 2021, after public notice, and

WHEREAS, the City Council of the City of Palm Bay desires to adopt said small scale amendment to the Comprehensive Plan of the City of Palm Bay.

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

SECTION 1. The Comprehensive Plan of the City of Palm Bay, Brevard County, Florida, is hereby amended to provide for the change in land use of property from Public/Semi-Public Use to Single-Family Residential Use, which property is legally described as follows:

Tract "A", Port Malabar Unit 11, according to the plat thereof as recorded in Plat Book 15, Page 35, of the Public Records of Brevard County, Florida; Section 8, Township 29S, Range 37E; containing 11.91 acres, more or less.

SECTION 2. The Future Land Use Map is hereby changed to reflect this amendment.

SECTION 3. All staff report conditions and limitations shall be met and those conditions and limitations shall be made a part of the Comprehensive Plan.

SECTION 4. 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 5. The provisions within this ordinance shall take effect thirty-one (31) days from the enactment date.

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

Rob Medina, MAYOR

ATTEST:

Terese M. Jones, CITY CLERK

*Only one reading required pursuant to Chapter 163, Florida Statutes.

Reviewed by CAO: _____

Applicant: Hossein Rezvani
Case: CP-16-2021

cc: (date) Brevard County Property Appraiser
Applicant
Case File



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: 12/2/2021

RE: Ordinance 2021-78, rezoning property located west of and adjacent to Babcock Street, in the vicinity south of Foundation Park Boulevard, from CC (Community Commercial District) to GC (General Commercial District) (6.28 acres) (Case Z-45-2021, Roth Freedom 2010 LLC and Linda N. Shah), first reading. (Quasi-Judicial Proceeding)

Roth Freedom 2010, LLC and Ms. Linda N. Shah (represented by Nathan Lee, Kimley-Horn) have submitted for a rezoning of the subject parcel from CC, Community Commercial to GC, General Commercial. The property is located west of and adjacent to Babcock Street SE, in the vicinity south of Foundation Park Boulevard SE. A self-storage facility is intended for the site.

Under the requested GC designation, a proposed self-storage facility will be allowed "by right". Development of the site will be by administrative site plan review and approval to ensure that any development adheres to the Palm Bay Code of Ordinances and all other applicable regulations.

REQUESTING DEPARTMENT:

Growth Management

RECOMMENDATION:

Motion to approve Case Z-45-2021.

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 Z-45-2021 to City Council for approval.

Motion by Ms. Jordan, seconded by Mr. Hill. Motion carried with members voting as follows:

Aye: Weinberg, Jordan, Boerema, Boothroyd, Hill, Maragh, Warner.

ATTACHMENTS:**Description**

Case Z-45-2021 - Staff Report

Case Z-45-2021 - Boundary and Topographic Survey

Case Z-45-2021 - Application

Ordinance 2021-78



STAFF REPORT

LAND DEVELOPMENT DIVISION

120 Malabar Road SE • Palm Bay, FL 32907 • Telephone: (321) 733-3042

landdevelopmentweb@palmbayflorida.org

Prepared by

Patrick J. Murphy, Acting Growth Management Director

CASE NUMBER

Z-45-2021

PLANNING & ZONING BOARD HEARING DATE

November 15, 2021

PROPERTY OWNER & APPLICANT

Roth Freedom 2010, LLC and Linda N. Shah (Represented by Nathan Lee, Kimley-Horn)

PROPERTY LOCATION/ADDRESS

Tax Parcel 12, Section 9, Township 29 south, Range 37 east, Brevard County, Florida

SUMMARY OF REQUEST

The applicant is requesting a rezoning of the subject parcel from CC, Community Commercial to GC, General Commercial.

Existing Zoning

CC, Community Commercial

Existing Land Use

Commercial Use

Site Improvements

Former Single-Family Home

Site Acreage

6.28 acres

SURROUNDING ZONING & USE OF LAND

North

RR, Rural Residential; Single-Family Home

East

CC, Community Commercial; Babcock Street SE

South

RR, Rural Residential; Single-Family Homes

West

LI, Light Industrial and Warehousing; Undeveloped Land

COMPREHENSIVE PLAN COMPATIBILITY

The land is designated Commercial Use on the City's Comprehensive Plan Future Land Use Map. The proposed commercial zoning designation is consistent with this land use category.

BACKGROUND:

The subject property is located west of and adjacent to Babcock Street SE, in the vicinity south of Foundation Park Boulevard SE. Specifically, the property is Tax Parcel 12, located in Section 9, Township 29 south, Range 37east, of Brevard County, Florida. The property was rezoned from RR, Rural Residential to CC, Community Commercial in 2007, just before a downturn in the economy. As a result, the property was not commercially developed.

ANALYSIS:

The following analysis is per Chapter 185: Zoning Code, Section 185.201(C), which states that all proposed amendments shall be submitted to the Planning and Zoning Board, which shall study such proposals in accordance with items 1 through 4 of Section 185.201(C).

Item 1 - *The need and justification for the change.*

The applicant states that the justification for change is “for a proposed self-storage facility, which will be restricted by current zoning, Community Commercial. The property is located along Babcock St SE, a corridor that has been transitioning to General Commercial over the years.”

The applicant is correct in that several parcels have already been zoned to General Commercial along this corridor. Three (3) other parcels south of the subject property have General Commercial zoning and Commercial Use as a future land use designation.

Within the Community Commercial zoning district, self-storage facilities are allowed via conditional use, with built-in conditions that must be met. In the GC zoning district, a self-storage facility is permitted “by right”.

Item 2 - *When pertaining to the rezoning of land, the effect of the change, if any, on the particular property and on surrounding properties.*

The rezoning of this parcel to General Commercial would have minimal changes compared to what is currently allowed under Community Commercial zoning. Any development to occur onsite must be approved via administrative site plan review to ensure that development adheres to the Palm Bay Code of Ordinances and all other applicable regulations.

Item 3 - *When pertaining to the rezoning of land, the amount of undeveloped land in the general area and in the City having the same classification as that requested.*

Out of the three (3) nearby parcels with General Commercial zoning, only one is vacant land, and it is owned by Brevard County. Additional GC-zoned lands are located a half mile north, in Port Malabar Unit 40 (east side of Babcock Street, north of Interstate 95).

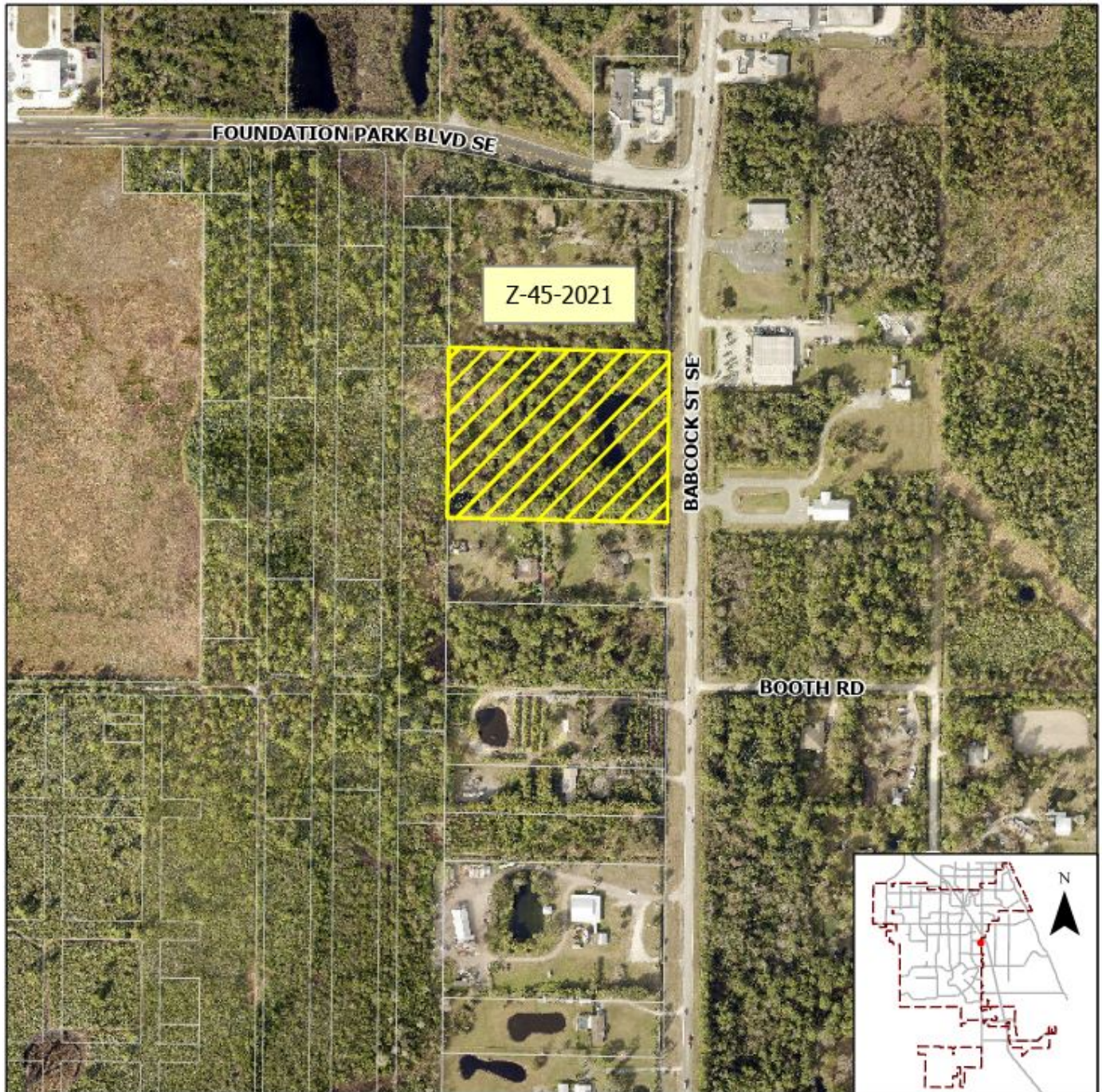
Item 4 - *The relationship of the proposed amendment to the purpose of the city plan for development, with appropriate consideration as to whether the proposed change will further the purposes of this chapter and the Comprehensive Plan (Plan).*

The proposed amendment does not impede the purposes of Chapter 185 or the Comprehensive Plan. The proposed zoning district is consistent with the property's future land use designation of commercial use.

STAFF RECOMMENDATION:

Case Z-45-2021 is recommended for approval.

Map is not to scale—for illustrative purposes only; not to be construed as binding or as a survey.



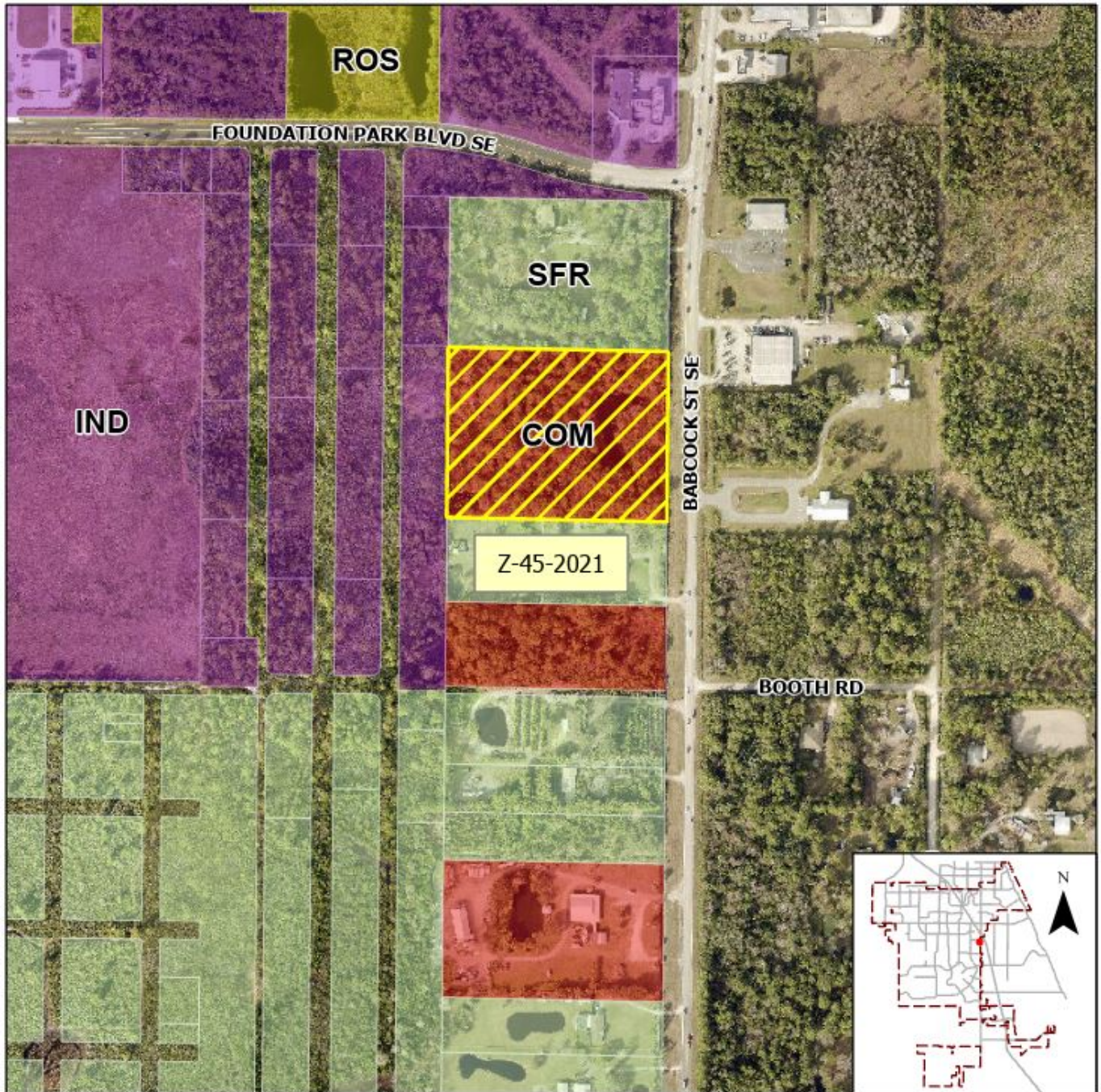
AERIAL LOCATION MAP CASE: Z-45-2021

Subject Property

West of and adjacent to Babcock Street SE, in the vicinity south of Foundation Park 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: Z-45-2021

Subject Property

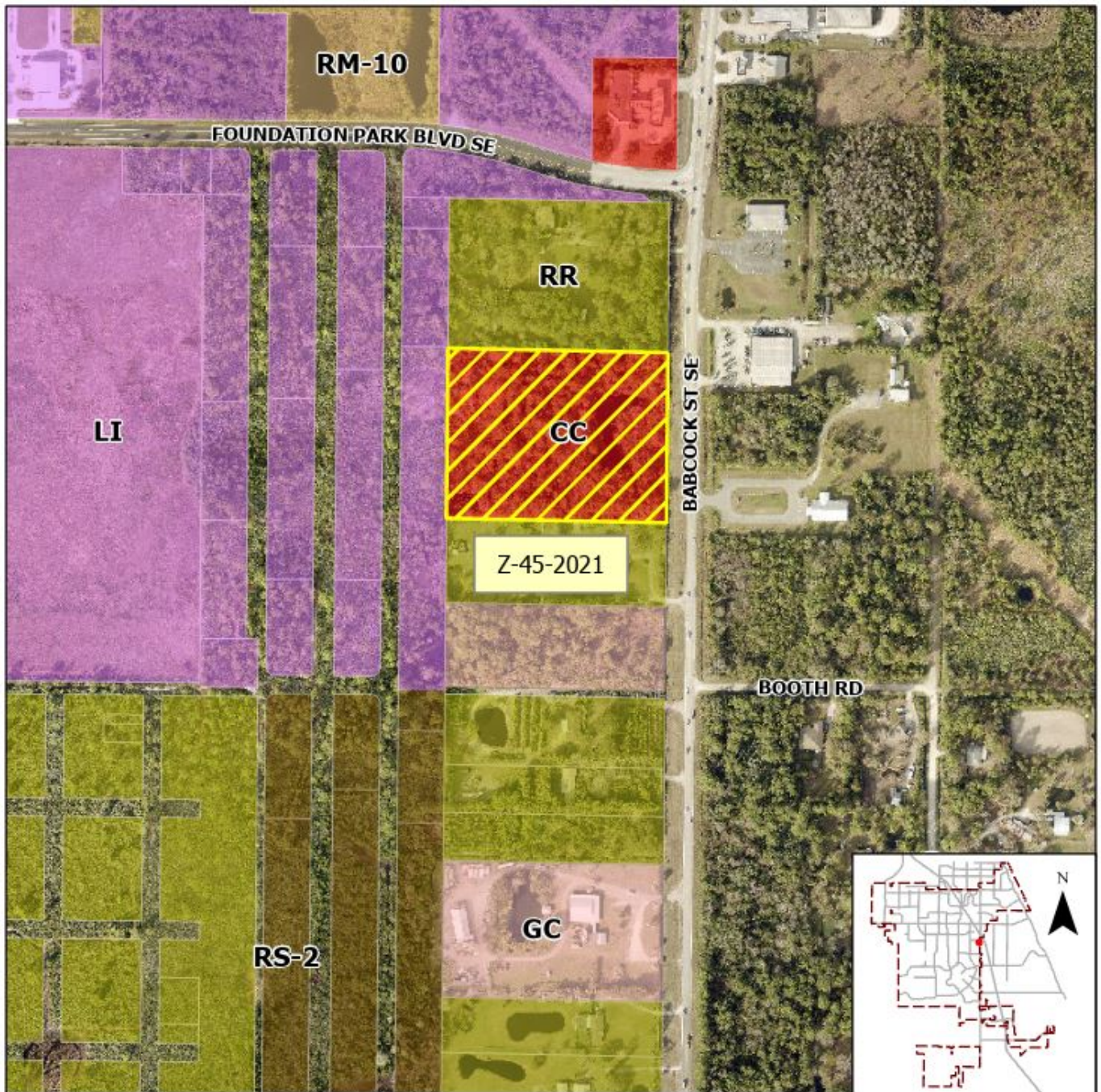
West of and adjacent to Babcock Street SE, in the vicinity south of Foundation Park Boulevard SE

Future Land Use Classification

COM – Commercial Use District



Map is not to scale—for illustrative purposes only; not to be construed as binding or as a survey.



ZONING MAP

CASE: Z-45-2021

Subject Property

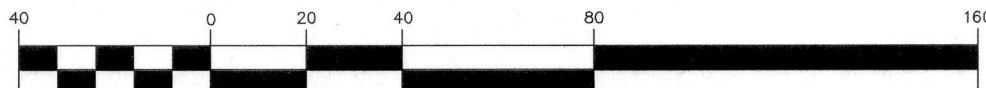
West of and adjacent to Babcock Street SE, in the vicinity south of Foundation Park Boulevard SE

Current Zoning Classification

CC – Community Commercial Use

MAP OF BOUNDARY & TOPOGRAPHIC SURVEY

GRAPHIC SCALE



(IN FEET)
1 inch = 40 ft.

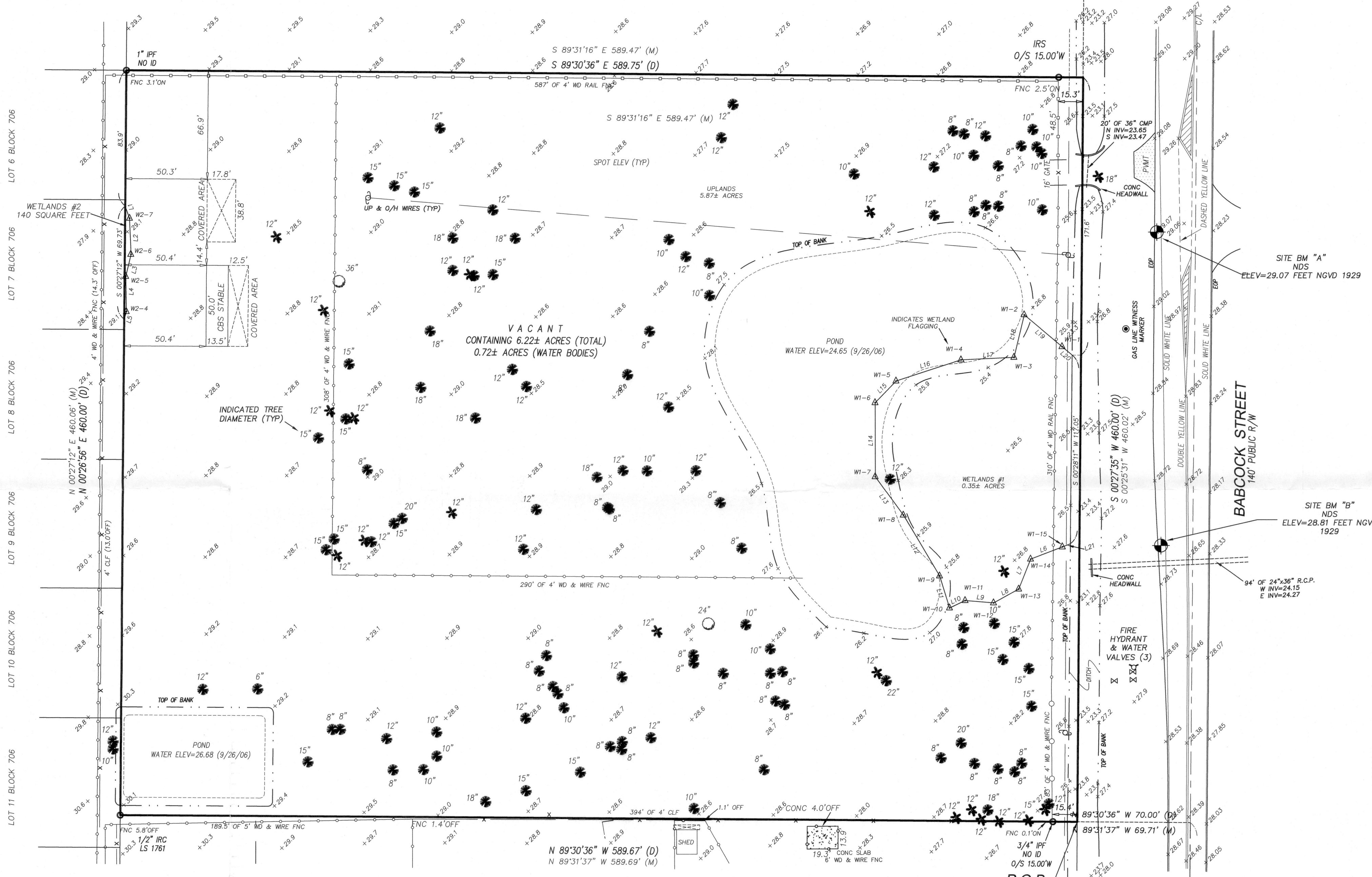
ORB 4211 PAGE 1968
FF=30.7

APPROXIMATE
DRAINFIELD LOCATION

PORT CANALAS UNIT FIFTEEN
PG 15 PAGES 12-19

TREE LEGEND

- OAK TREE
- PINE TREE
- * PALM TREE



ORB 5144 PAGE 2829
FF=33.2

ORB 4594 PAGE 1028
FF=32.0

LEGAL DESCRIPTION: (FURNISHED BY CLIENT)

COMMENCE AT THE EAST 1/4 CORNER OF SECTION 9, TOWNSHIP 29 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, THENCE NORTH 02°35' EAST, ALONG THE EAST LINE OF SAID SECTION 9, A DISTANCE OF 455.0 FEET; THENCE NORTH 89°30'36" WEST A DISTANCE OF 70 FEET TO THE POINT OF BEGINNING, FROM POINT OF BEGINNING RUN NORTH 89°30'36" WEST A DISTANCE OF 589.67 FEET, THENCE NORTH 02°35' EAST A DISTANCE OF 460.0 FEET, THENCE SOUTH 89°30'36" EAST A DISTANCE OF 589.75 FEET TO THE WEST RIGHT-OF-WAY OF BABCOCK STREET, THENCE SOUTH 02°35' WEST ALONG WEST RIGHT-OF-WAY OF BABCOCK STREET A DISTANCE OF 460.0 FEET TO THE POINT OF BEGINNING.

CERTIFICATION:

I HEREBY CERTIFY: THAT THE ATTACHED SURVEY WAS DONE UNDER MY DIRECTION AND MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

DATE: 1/8/06

MICHAEL J. KANE, PROFESSIONAL LAND SURVEYOR AND MAPPER
STATE OF FLORIDA No. 4029

C DRAWN BY: MDS/JED SCALE 1 INCH = 40 FEET

LEGEND

- A = ARC
- A/C = AIR CONDITIONER
- BFE = BASE FLOOD ELEVATION
- BRG = BEARING
- BM = BENCHMARK
- BLK = BLOCK
- BLDG = BUILDING
- (C) = CALCULATED
- CATV = CABLE TELEVISION
- CHD = CHORD
- CBS = CONCRETE BLOCK STRUCTURE
- C/L = CENTERLINE
- CLF = CHAIN LINK FENCE
- CMP = CORRUGATED METAL PIPE
- CONC = CONCRETE
- CMF = CONCRETE MONUMENT FOUND
- COR = CORNER
- (D) = DEED
- DB = DEED BOOK
- DA = DELTA ANGLE
- ESMT = EASEMENT
- ELEC = ELECTRIC
- ENC = ENCROACHMENT
- ELEV = ELEVATION
- EOP = EDGE OF PAVEMENT
- FB = FIELD BOOK
- FF = FINISHED FLOOR
- FNC = FENCE
- FND = FOUND
- FP&L = FLORIDA POWER & LIGHT COMPANY
- GOV'T = GOVERNMENT
- ID = IDENTIFICATION
- INV = INVERT
- IPF = IRON PIPE FOUND
- IRC = IRON ROD & CAP FOUND
- IRF = IRON ROD FOUND
- IRS = 5/8" IRON ROD SET WITH CAP "KANE LB 7179"
- LB = LICENSED BUSINESS NUMBER
- (RLS) or (PLS) REGISTERED OR PROFESSIONAL LAND SURVEYOR
- (M) = MEASURED
- No. = NUMBER
- NDF = NAIL & DISK FOUND
- NDS = 1 1/4" NAIL & DISK SET "KANE LB 7179"
- NGVD = NATIONAL GEODETIC VERTICAL DATUM
- O/H = OVERHEAD
- ORB = OFFICIAL RECORDS BOOK
- O/S = OFFSET
- (P) = PLAT
- PB = PLAT BOOK
- PCP = PERMANENT CONTROL POINT
- PC = POINT OF CURVATURE
- PCC = POINT OF COMPOUND CURVATURE
- PI = POINT OF INTERSECTION
- PT = POINT OF TANGENCY
- PRC = POINT OF REVERSE CURVATURE
- PRM = PERMANENT REFERENCE MONUMENT
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- POL = POINT ON LINE
- PUE = PUBLIC UTILITY EASEMENT
- PUDE = PUBLIC UTILITY & DRAINAGE EASEMENT
- PMT = PAVEMENT
- R = RADIUS
- RCP = REINFORCED CONCRETE PIPE
- RET = REFERENCE
- RNG = RANGE
- R/W = RIGHT OF WAY
- SEC = SECTION
- (SB) = SURVEY BOOK
- TEL = TELEPHONE RISER
- TWP = TOWNSHIP
- TYP = TYPICAL
- UP = UTILITY POLE
- WD = WOOD
- WT-COR = 5/8" IRON ROD SET WITH CAP "WITNESS LB 7179"
- WM = WATER METER
- XCF = CROSS CUT FOUND

NOTES:

- BEARINGS BASED ON FURNISHED LEGAL DESCRIPTION (SEE SKETCH)
- ELEVATIONS BASED ON 1929 NGVD & 2" NDF AT THE INTERSECTION OF FOUNDATION PARK BOULEVARD AND UNDERHILL AVENUE BEING AT AN ELEV OF 31.05 FEET NGVD 1929 AS PER THE CITY OF PALM BAY PUBLIC WORKS DEPARTMENT.
- FLOOD ZONE "A", MAP NO. 12009C0605E COMMUNITY NO. 120404 NOVEMBER 19, 1997
- HORIZONTAL CLOSURE MEETS OR EXCEEDS THE ACCURACY FOR SUBURBAN LAND AS PER FLORIDA STATUTE 61G17-6.003.
- BEARINGS, DISTANCES OR ANGLES SHOWN ARE THE SAME AS PLAT, DEED OR RECORD UNLESS SHOWN OTHERWISE.
- NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- THE SURVEYOR HAS NOT LOCATED NOR ATTEMPTED TO LOCATE ANY UNDERGROUND UTILITIES, FOUNDATIONS, OR STRUCTURES OTHER THAN THOSE THAT MAY BE SHOWN HEREON.
- ONLY BOUNDARY CORNER MONUMENTS AS SHOWN HEREON ARE TO BE USED FOR THE LOCATION AND CONSTRUCTION OF IMPROVEMENTS.
- UNLESS OTHERWISE INDICATED THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A TITLE SEARCH OR ATTORNEY'S TITLE OPINION.
- THE SURVEYOR DID NOT HAVE THE BENEFIT OF A UTILITY LOCATION SERVICE AT THE TIME OF THIS SURVEY. ONLY VISUAL INDICATIONS OF SUBTERRANEAN UTILITIES HAVE BEEN LOCATED. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION.

CERTIFIED TO:

RAVI SHAH

BOUNDARY	DATE: 2/5/04	JOB No. 16485
TOPOGRAPHIC	DATE: 9/29/06	FB 4-3-27
REVISED	DATE: 10/25/06	9-29-37/TAXPARCEL12
LOCATED WETLANDS	DATE: 12/21/06	

KANE SURVEYING

FLORIDA LICENSED BUSINESS No. LB 7179
505 DISTRIBUTION DRIVE
MELBOURNE, FLORIDA 32904
(321) 676-0427
FAX (321) 984-1448

LINE	LENGTH	BEARING
L1	8.02'	S19°52'19"E
L2	22.28'	S02°10'15"E
L3	13.87'	S13°16'11"W
L4	21.66'	S01°10'29"E
L5	4.96'	S16°09'36"W
L6	20.98'	S69°13'50"W
L7	19.93'	S21°41'06"W
L8	17.63'	S61°08'46"W
L9	17.61'	N85°22'18"W
L10	10.60'	S64°39'28"W
L11	20.69'	N171°3'25"W
L12	43.69'	N30°45'21"W
L13	29.76'	N35°47'47"W
L14	45.88'	N02°01'07"E
L15	18.50'	N44°03'46"E
L16	42.04'	N72°06'03"E
L17	32.64'	N87°16'15"E
L18	27.04'	N132°0'59"E
L19	30.59'	S49°50'59"E
L20	8.06'	S49°50'59"E
L21	5.22'	S69°13'50"W



LAND DEVELOPMENT DIVISION

120 Malabar Road SE • Palm Bay, FL 32907 • Telephone: (321) 733-3042

Landdevelopmentweb@palmbayflorida.org

REZONING APPLICATION

This application must be deemed complete and legible, and must be returned by the first day of the month during division office hours, with all enclosures referred to herein, to the Land Development Division, Palm Bay, Florida, to be processed for consideration the following month at the earliest by the Planning and Zoning Board. The application will then be referred by the Planning and Zoning Board for study and recommendation to the City Council. You or your representative are required to attend the meeting(s) and will be notified by mail of the date and time of the meeting(s). The Planning and Zoning Board holds their regular meeting the first Wednesday of every month at 7:00 p.m. in the City Hall Council Chambers, 120 Malabar Road SE, Palm Bay, Florida, unless otherwise stated.

PARCEL ID(S):

29-37-09-00-12

TAX ACCOUNT NUMBER(S):

2931099

LEGAL DESCRIPTION OF THE PROPERTY COVERED BY THIS APPLICATION: (attach additional sheets if necessary):

PART OF LOT 17 OF PB 1 PG 165 AS DES IN ORB 1880 PG 1004

PROPERTY ADDRESS:

unassigned

SIZE OF AREA COVERED BY THIS APPLICATION (calculate acreage):

6.28

ZONING CLASSIFICATION AT PRESENT (ex.: RS-2, CC, etc.):

CC

ZONING CLASSIFICATION DESIRED (ex.: IU, LI, etc.):

GC

CITY OF PALM BAY, FLORIDA
REZONING APPLICATION
PAGE 2 OF 3

STRUCTURES LOCATED ON THE PROPERTY:

old shed

PRESENT USE OF THE PROPERTY:

vacant

INTENDED USE OF THE PROPERTY AND JUSTIFICATION FOR THE CHANGE:

Proposed is a Self Storage facility with Climate controlled and non climate controlled units in accordance with Palm Bay guidelines.

THE FOLLOWING PROCEDURES AND ENCLOSURES ARE REQUIRED TO COMPLETE THIS APPLICATION:

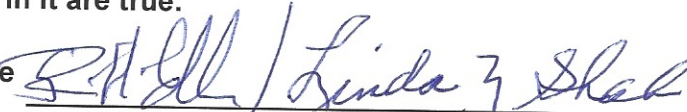
- ☐ *A \$650.00 application fee. Make Check payable to "City of Palm Bay."
- ☐ A Boundary Survey or Sketch with legal descriptions of properties covered by this application.
- ☐ List of legal descriptions of all properties within a 500-foot radius of the boundaries of the property covered by this application, 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.)
- ☐ School Board of Brevard County School Impact Analysis Application (if applicable). The application is obtained from the Planning and Project Management Department of the School Board of Brevard County at (321) 633-1000, extension 11418.
- ☐ Sign(s) posted on the subject property. Refer to Section 51.07(C) of the Legislative Code for guideline. Staff will provide a sign template.
- ☐ **Where the property owner is not the representative for the request, a LETTER must be attached giving the notarized consent of the property owner(s) to a representative.**

Name of Representative Nathan Lee, Kimley Horn Civil Engineer

CITY OF PALM BAY, FLORIDA
REZONING APPLICATION
PAGE 3 OF 3

I, the undersigned understand that this application must be complete and accurate before consideration by the Planning and Zoning Board/Local Planning Agency and certify that all the answers to the questions in said application, and all data and matter attached to and made a part of said application are honest and true to the best of my knowledge and belief.

Under penalties of perjury, i declare that i have read the foregoing rezoning application and that the facts stated in it are true.

Owner Signature  / Linda N. Shah Date 10/12/2021
Printed Name RAVINDRA SHAH / LINDA N. SHAH
Full Address 501 MALEARD LANE INDIAN LANTIC, FL 32903
Telephone 321-431-1820 Email RAVI3145@BELL SOUTH.NET

*NOTE: APPLICATION FEE IS NON-REFUNDABLE UPON PAYMENT TO THE CITY

10/12, 20 21

Re: Letter of Authorization

As the property owner of the site legally described as:

Parcel ID 29-37-09-00-12, 6.28 acres vacant land
PART OF LOT 17 OF PB 1 PG 165 AS DES IN ORB 1880 PG 1004

I, Owner Name: ROTH FREEDOM 2010 LLC; NUVIEW IRA INC F/B/O LINDA N SHAH IR

Address: 501 MALLARD LN INDIALANTIC FL 32903

Telephone: 321-431-1820

Email: ravi3145@bellsouth.net

hereby authorize:

Representative: Nathan Lee (Kimley-Horn)

Address: 655 N Franklin Street, Suite 150, Tampa, FL 33602

Telephone: 813-620-1460

Email: nathan.lee@kimley-horn.com

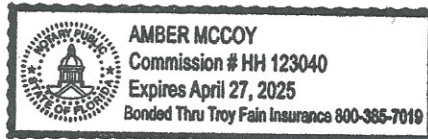
to represent the request(s) for:

Rezoning application

Linda N Shah
(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 12th day of October, 20 21 by

Ravindra Hiralal Shah, property owner.

Amber McCoy, Notary Public

☐ Personally Known or ☒ Produced the Following Type of Identification:

FL Drivers license

ORDINANCE 2021-78

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE ZONING ORDINANCE OF THE CITY OF PALM BAY BY CHANGING THE ZONING OF PROPERTY FROM CC (COMMUNITY COMMERCIAL DISTRICT) TO GC (GENERAL COMMERCIAL DISTRICT); WHICH PROPERTY IS LOCATED WEST OF AND ADJACENT TO BABCOCK STREET, IN THE VICINITY SOUTH OF FOUNDATION PARK BOULEVARD, AND LEGALLY DESCRIBED HEREIN; PROVIDING FOR A CHANGE OF THE ZONING MAP; PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. The Zoning Ordinance of the City of Palm Bay, Brevard County, Florida, is hereby amended to provide for the rezoning of property from CC (Community Commercial District) to GC (General Commercial District), being legally described as follows:

Tax Parcel 12, of the Public Records of Brevard County, Florida; Section 9, Township 29S, Range 37E; containing 6.28 acres, more or less.

SECTION 2. The Zoning Map of the City of Palm Bay is hereby revised to reflect this amendment.

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

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

ATTEST:

Terese M. Jones, CITY CLERK

Robert Medina, MAYOR

City of Palm Bay, Florida
Ordinance 2021-78

Reviewed by CAO: _____

Applicant: Roth Freedom 2010 LLC and Linda N. Shah
Case: Z-45-2021

cc: (date) Applicant
Case File



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: 12/2/2021

RE: Ordinance 2021-79, granting approval of a Final Development Plant for a PUD (Planned Unit Development) zoning residential subdivision to be known as 'Gardens at Waterstone Phase III' on property located in the vicinity west of Mara Loma Boulevard and south of Melbourne Tillman Water Control District Canal 38 (47.99 acres) (Case FD-47-2021, Waterstone Farms, LLC), first reading. (Quasi-Judicial Proceeding)

Mr. Benjamin E. Jefferies, Waterstone Farms, LLC (represented by Jake Wise, P.E., Construction Engineering Group, LLC; P. Michael Evans, PB & J Gardens Investment, LLC, and Rochelle W. Lawandales, FAICP) has submitted for Final Development Plan PUD approval for a 171-unit residential subdivision to be known as Gardens at Waterstone Phase III. The vacant, undeveloped site is located in the vicinity west of Mara Loma Boulevard SE and south of Melbourne-Tillman Water Control District Canal 38.

This phase of the Gardens at Waterstone PUD proposes a single-family development to be constructed in one phase. The proposed density is 3.56 units per acre, which is below the maximum density allowed for Single-Family Residential Use. The development will consist of 1,350 square-foot minimum sized homes, passive recreation areas, and meandering walking trails connecting the subdivision to Mara Loma Boulevard and other future sections of the overall PUD. The recreation areas will be available to the residents of Phases I, II, and III. All roads within the development will be private, and there will be one access point off the newly created Granger Circle SE, which will connect to the newly extended Mara Loma Boulevard.

The developer for the PUD should request a cost-share analysis from the Public Works Department to ensure that each project (Waterstone and Cypress Bay) will only pay the cost of their Proportionate Fair Share of the traffic signal warranted prior to the issuance of a Certificate of Completion for this phase of Gardens at Waterstone, since each project will generate traffic for the Mara Loma Boulevard and Babcock Street intersection.

Upon review, the proposed request appears to conform with the applicable requirements for Final Development Plan approval.

REQUESTING DEPARTMENT:
Growth Management

RECOMMENDATION:

Motion to approve Case FD-47-2021, 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 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.
- No roads shall 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 any roads would provide a public benefit and that current City of Palm Bay construction standards are met.

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-47-2021 to City Council for approval, subject to the staff comments contained in the staff report.

Motion by Mr. Hill, seconded by Ms. Maragh. Motion carried with members voting as follows:

Aye: Weinberg, Jordan, Boerema, Boothroyd, Hill, Maragh, Warner.

ATTACHMENTS:**Description**

Case FD-47-2021 - Staff Report

Case FD-47-2021 - Final Development Plan

Case FD-47-2021 - Plat

Case FD-47-2021 - Application

Case FD-47-2021 - Narrative

Ordinance 2021-79

Ordinance 2021-79, Exhibit A

Ordinance 2021-79, Exhibit B

Ordinance 2021-79, Exhibit C

Ordinance 2021-79, Exhibit D



STAFF REPORT

LAND DEVELOPMENT DIVISION

120 Malabar Road SE • Palm Bay, FL 32907 • Telephone: (321) 733-3042

landdevelopmentweb@palmbayflorida.org

Prepared by

Christopher Balter, Senior Planner

CASE NUMBER

FD-47-2021

PLANNING & ZONING BOARD HEARING DATE

November 15, 2021

PROPERTY OWNER & APPLICANT

Benjamin E. Jefferies - Waterstone Farms, LLC. Represented by Jake T. Wise P.E. of CEG, P. Michael Evans of PB&J Investments, and Rochelle Lawandales

PROPERTY LOCATION/ADDRESS

Part of Tract 1 of San Sebastian Farms, Section 5, Township 30, Range 37, Brevard County, Florida

SUMMARY OF REQUEST

Final Planned Unit Development approval for a 171-unit residential subdivision to be known as Gardens at Waterstone Phase 3 PUD.

Existing Zoning

PUD, Planned Unit Development

Existing Land Use

Single-Family Residential Use

Site Improvements

Vacant Unimproved Land (Former Orange Groves)

Site Acreage

47.99 acres

SURROUNDING ZONING & USE OF LAND

North

Melbourne-Tillman Drainage Canal No. 38

East

PUD; Gardens at Waterstone Phase 2; Undeveloped Land

South

PUD; Proposed Cypress Bay West Phase 3; Undeveloped Land

West

PUD; Rolling Meadow Lakes; Undeveloped Land (Brevard County)

COMPREHENSIVE PLAN COMPATIBILITY

The future land use designation of the subject property is Single-Family Residential Use. The development of a single-family planned unit development is compliant with the Single-Family Residential Use future land use designation. The proposed density is 3.56 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).

BACKGROUND:

The subject property is located in the vicinity west of Mara Loma Boulevard SE and south of Melbourne-Tillman Water Control District Canal No. 38. Specifically, a portion of Tract 1 of San Sebastian Farms Subdivision, Section 5, Township 30, Range 37, of Brevard County Florida. This Final PUD request includes approximately 47.99 acres of land.

In 2004 the subject property was annexed into the City via Ordinance 2004-35 as part of a larger property totaling 1,167 acres. The original Future Land Use amendment designated all of 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 or 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 (received Final Development Plan Approval) without this current application being counted are as follows: 1,866 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 residential subdivision called Gardens at Waterstone Phase III 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, this FDP proposes a 171-unit single-family development that will be constructed in one phase. Per the FDP, average lots within the residential development are 50' x 125'. The proposed minimum sized home is 1,350 square feet. There will be 1 access point off of the newly created Granger Circle, which connects to the newly extended Mara Loma Boulevard. All roads within the subdivision will be private. The Gardens at Waterstone Phase III will have passive recreation areas, and meandering walking trails connecting the subdivision to Mara Loma, and other future sections of the larger community, all under control of the Gardens at Waterstone Homeowners Association, Inc. The recreation areas will be used by all homes in the Gardens at Waterstone Phases 1, 2, and 3. There are 3 neighborhood parks within Gardens Phase 2, totaling 1.8 acres more or less. These will be primarily passive parks, used for multi-purpose playing fields, a dog park, and other outdoor activities. All the residents will have access to the Phase 1 pool and cabana.

Lastly, technical staff review comments are attached to this report.

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.
- No roads shall 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 any roads would provide a public benefit and that current City of Palm Bay construction standards are met.

STAFF RECOMMENDATION:

Case FD-47-2021 is recommended for approval, subject to the staff comments contained in this report.

TECHNICAL COMMENTS

CASE FD-47-2021 – GARDENS AT WATERSTONE PHASE 3 PUD

PUBLIC WORKS (Mehul Parekh, PE, Public Works Director):

Engineering:

The intersection of Babcock Street at Mara Loma Boulevard will be constructed/installed by others at the time of build out Cypress Bay West Phase III.

Calculations shall be provided for review of intersections outside the scope of the 2017 traffic study that have been identified by staff as faili

LOS upon build out of Gardens at Waterstone Ph 1,2 and 3 and CB West 1 and 2 or before build out of these subdivisions.

Proportionate fair share calculations shall be provided for all intersection improvements as discussed above that are warranted prior to build out of CBWest 3. These calculations shall be approved by staff prior to Certificate of Completion issuance.

All stormwater management requirements shall be met in accordance with Ch. 373 F.S. and Ch 62-330 F.A.C. as required. Meeting the SWM Ordinance Ch 174.071 would presume State Code and Law and local agency rules are met.

D/W and Right of way utilities:

1. Drainage easement dedicated to the City of Palm Bay for emergency maintenance but not responsibility to maintain the system. The easement shall be provided to the point of discharge of project.
2. Verify off-site drainage condition at canal connection and update and upgrade for proposed use.

Survey:

1. All roads to be private. No dedication to the public.
2. Due to the site being part of a large Master Drainage Plan, Cross Development Drainage Agreements will need to be shown on the plat.
3. As stated in Surveyor's Note #11, City will be granted emergency access to Drainage Facilities, if necessary. Additionally, text to the effect that if repairs are done the HOA will be charged.
4. Surveyor's Note #1. Please separate the two statements. They are not related.
5. Please list the exception before the nominal situation. i.e. Unless otherwise noted, all lines are radial.

6. Surveyor's Note #2. Please list the exception before the nominal situation. "Unless otherwise noted, all PRM monuments..."
7. All PRMs, except those landing on impermeable surface are to be 4X4 monuments. Per F.S. Chapter 177. 177.031 (15) (a) "Consist of a metal rod having a minimum length of 18 inches and a minimum cross-section area of material of 0.2 square inches. In certain materials, encasement in concrete is optional for stability of the rod. When used, the concrete shall have a minimum cross-section area of 12.25 square inches and be a minimum of 24 inches long." The City is requiring the optional encasement due to the sandy and loose nature of the soil (sand).
8. Please use the legal names of the Mayor and City Clerk in the Certificate of Approval.
9. \$620 Check will be required prior to final plat review.
10. Further comments to follow at final plat review.

UTILITIES (Christopher Little, PE, 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 [§ 200.11(d)(1) - On-site Facilities]. At this time the nearest point of connection to the mainline water distribution system is a 16" PVC pipe on the South side of Mara Loma Blvd. The nearest point of connection to the mainline wastewater collection system force main is a 8" PVC pipe on the North side of Mara Loma Blvd Intersection.
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 [§ 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. The City's sanitary sewer system is currently at maximum capacity at this location. Sewer service will be readily available to the development once the following conditions are met.

(1) A sanitary force main extension must be completed from the point of connection to the CITY'S existing 16" force main, located on the east side of Cogan Drive near Paigo Street SE and Canal C-41R, to the Emerald Lakes West Development. The pipe size and alignment will be coordinated with the CITY. The installer of the force main extension is currently unknown. Oversizing obligations and reimbursements, if any, will be coordinated with the installer.

(2) The construction of the 1.0 MGD South Regional Water Reclamation Facility, located at the South Regional Utilities Campus and being constructed at the expense of the CITY, must be substantially complete and accepting raw sewage for treatment. It is anticipated that this date will occur during the 3rd quarter of 2022. Note that the timing for acceptance of raw sewage for treatment is subject to change due to extenuating

circumstances, including but not limited to contractor delays, availability of construction materials, other COVID-related delays, etc.

4. 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.

5. 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.

6. 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.

BUILDING-FIRE (Michael Bloom, CFPS, Fire Plans Examiner):

1. Subdivisions shall meet all requirements of the currently adopted Florida Fire Prevention Code (FFPC) 7th edition, Florida Administrative Code (FAC) Florida State Statute (FSS) and City of Palm Bay Ordinances (COPBO).

2. (FFPC 1:18.4.5.1.1) The minimum fire flow and flow duration requirements for one- and two-family dwellings having a fire flow area that does not exceed 5000 ft²(464.5 m²) shall be 1000 gpm (3785 L/min) for 1 hour.

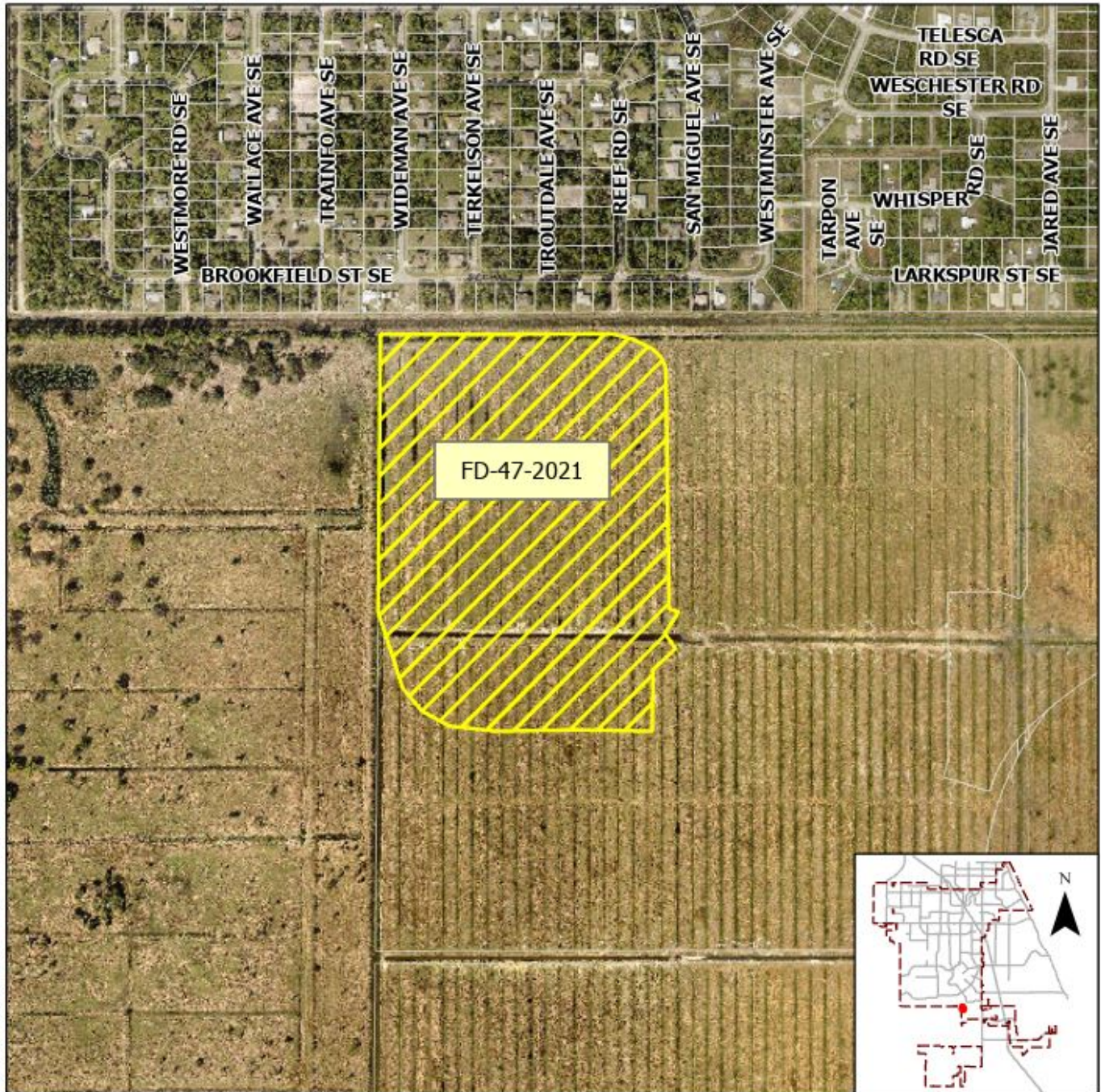
3. (FFPC 1-18.4.5.2.1) Fire flow and flow duration for one- and two-family dwellings having a fire flow area in excess of 5000 ft² (334.5 m²) shall not be less than that specified in Table 18-4.5.1.2.

BUILDING-FLOODZONE (James Williams, CFM, Floodplain Coordinator):

Floodzone X, No FEMA CLOMR/LOMR application required.



Map is not to scale—for illustrative purposes only; not to be construed as binding or as a survey.



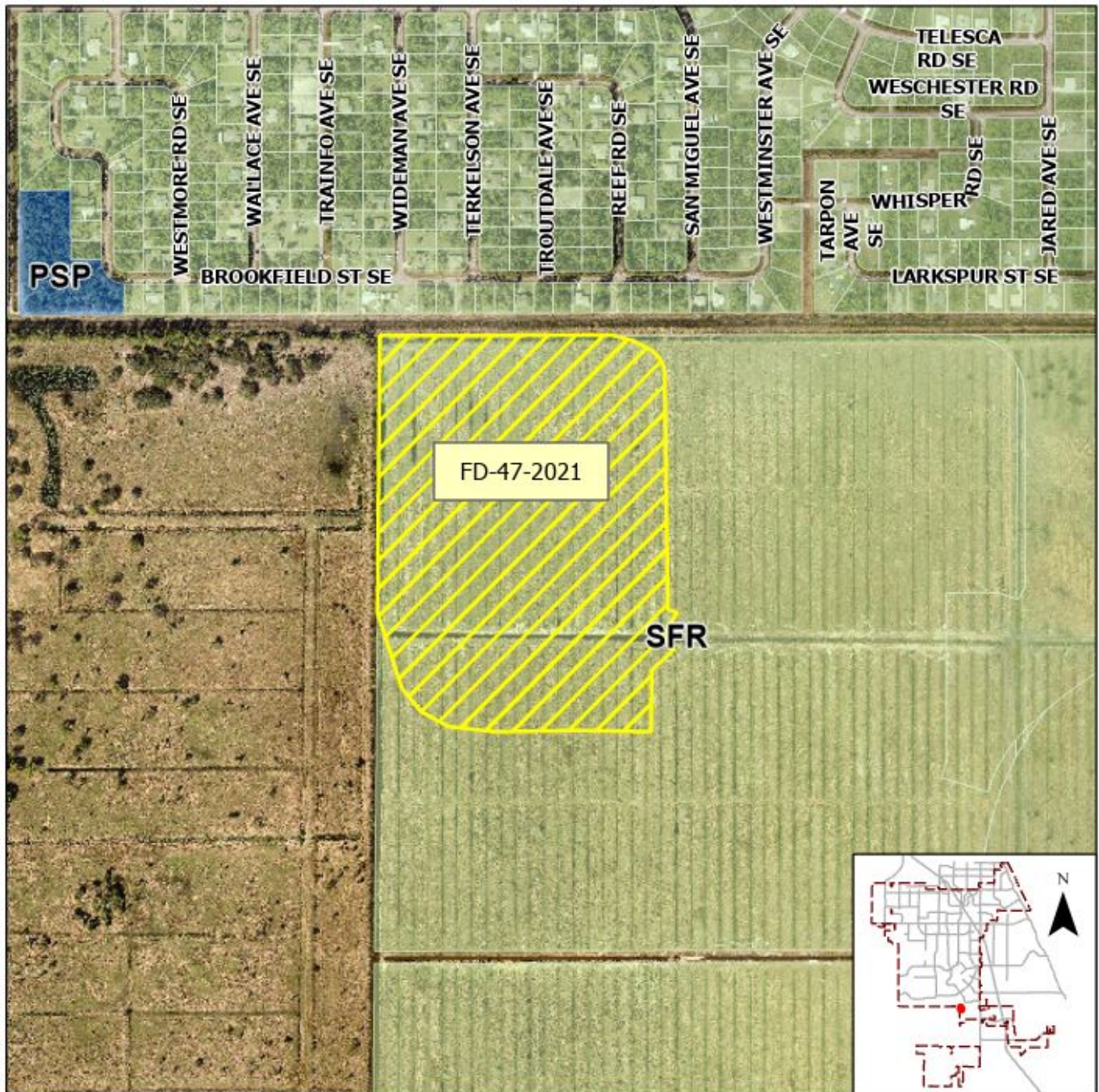
AERIAL LOCATION MAP CASE: FD-47-2021

Subject Property

In the vicinity west of Mara Loma Boulevard SE and south of Melbourne Tillman Water Control District Canal 38



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-47-2021

Subject Property

In the vicinity west of Mara Loma Boulevard SE and south of Melbourne Tillman Water Control District Canal 38

Future Land Use Classification

SFR – Single Family Residential Use



Map is not to scale—for illustrative purposes only; not to be construed as binding or as a survey.



ZONING MAP

CASE: FD-47-2021

Subject Property

In the vicinity west of Mara Loma Boulevard SE and south of Melbourne Tillman Water Control District Canal 38

Current Zoning Classification

PUD – Planned Unit Development

GARDENS AT WATERSTONE PHASE III

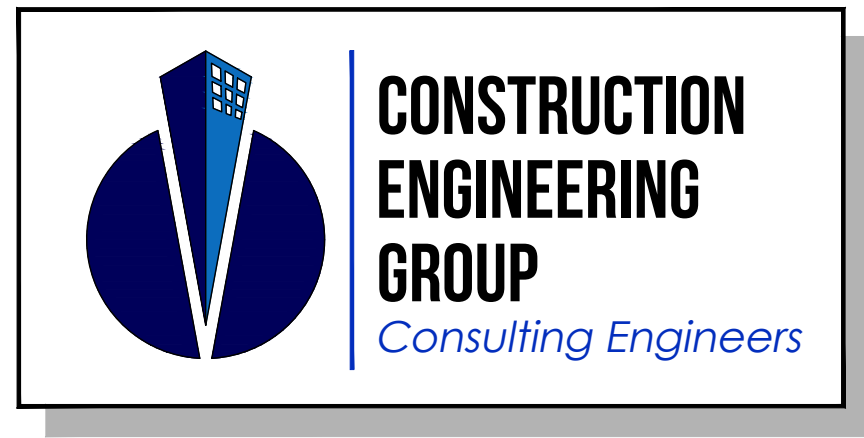
FINAL DEVELOPMENT PLAN

PALM BAY, FL

DATE:
SEPTEMBER 27, 2021
PREPARED FOR:
PB&J GARDENS INVESTMENT, LLC

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF SECTION 5, TOWNSHIP 30 SOUTH, RANGE 37 EAST, ALL OF LOTS 5, 6, 7 AND A PORTION OF LOTS 4, 8, 9, 25, 26, 27, 28, AND 29 OF SAN SEBASTIAN FARMS, SECTION 5, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 6, PAGE 77 OF PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGIN AT THE NORTHWEST CORNER OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 5; THENCE RUN N89°52'37"E, ALONG THE NORTH LINE OF SAID SECTION 5, FOR A DISTANCE OF 1,172.67 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWEST, HAVING A RADIUS OF 225.00 FEET AND A CHORD WHICH BEARS S44°49'10"E, FOR A DISTANCE OF 319.88 FEET; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°36'29" FOR A DISTANCE OF 355.81 FEET TO A POINT OF TANGENCY; THENCE RUN S0°29'04"W FOR A DISTANCE OF 886.48 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE CONCAVE SOUTHWEST, HAVING A RADIUS 325.00 FEET AND A CHORD WHICH BEARS S64°54'00"E, FOR A DISTANCE OF 10.36 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN S26°00'48"W FOR A DISTANCE OF 175.00 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN S26°00'48"W FOR A DISTANCE OF 175.00 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 150.00 FEET AND A CHORD WHICH BEARS S57°42'21"E, FOR A DISTANCE OF 32.82 FEET; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°33'43" FOR A DISTANCE OF 32.89 FEET TO A POINT OF TANGENCY; THENCE RUN S51°25'29"E FOR A DISTANCE OF 16.31 FEET; THENCE RUN S38°34'31"W FOR A DISTANCE OF 125.00 FEET; THENCE RUN S01°07'37"E FOR A DISTANCE OF 195.75 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 225.00 FEET AND A CHORD WHICH BEARS N72°27'52"W, FOR A DISTANCE OF 136.50 FEET; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 35°19'02" FOR A DISTANCE OF 138.69 FEET TO A POINT OF TANGENCY; THENCE RUN S89°52'37"W FOR A DISTANCE OF 700.03 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEAST, HAVING A RADIUS OF 461.28 FEET AND A CHORD WHICH BEARS N56°07'45"W, FOR A DISTANCE OF 515.79 FEET; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 67°59'16" FOR A DISTANCE OF 547.34 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN N13°40'29"W FOR A DISTANCE OF 171.45 FEET; THENCE RUN N00°29'04"E A DISTANCE OF 1100.00 FEET TO THE POINT OF BEGINNING; CONTAINING 47.99 ACRES, MORE OR LESS.



LOCATION MAP
NTS

PROJECT DATA:

GENERAL STATEMENT:

THE PROPOSED PROJECT CONSISTS OF INFRASTRUCTURE AND SITE IMPROVEMENTS TO ACCOMMODATE A 171 LOT SINGLE FAMILY RESIDENTIAL SUBDIVISION INCLUDING RECREATION/OPEN SPACE, ROADWAYS, SIDEWALKS, LANDSCAPING, WATER, SEWER AND STORMWATER SYSTEMS.

DEVELOPER:

PB&J GARDENS INVESTMENT, LLC
P. MICHAEL EVANS
1698 W. HIBISCUS BLVD. SUITE A
MELBOURNE, FL 32901
TEL: (321) 953-3300

CIVIL ENGINEER:

JAKE T. WISE, P.E.
2651 EAU GALLIE BLVD, SUITE A
MELBOURNE, FLORIDA 32935
TEL: (321) 610-1760
E-MAIL: JWWISE@CEENGINEERING.COM

SURVEYOR:

AAL LAND SURVEYING SERVICES, INC.
3970 MINTON ROAD
WEST MELBOURNE, FL 32904
TEL: (321) 768-8110

LOCATION:

SECTION: 35
TOWNSHIP: 25
RANGE: 36E
PARCEL ID: 30-37-05-HF-1
TAX ACCOUNT NUMBER: 3000217

SETBACKS

PROPOSED:

FRONT: 25 FT
SIDE: 5 FT
REAR: 20 FT
SIDE CORNER: 15 FT

LOT COUNT:

50'x125' = 171 LOTS

MAXIMUM BUILDING HEIGHT:

2 STORY: 25 FT

MINIMUM WIDTHS:

SIDEWALKS: 5 FT
RIGHT-OF-WAY WIDTH: 50 FT

CALCULATED STORMWATER BASIN COVERAGE:

IMPERVIOUS:	SE	ACRE	PERCENT
RESIDENTIAL (60%):	714,475	16.40	34
RIGHT-OF-WAY	204,552	4.70	10
RECREATIONAL AREA:	98,117	2.25	5
TOTAL IMPERVIOUS:	1,017,144	23.35	49
PERVIOUS:	734,458	16.86	35
POND:	338,657	7.77	16
TOTAL:	2,276,560	47.99	100

OPEN SPACE REQUIREMENTS:

OVERALL AREA (47.99 ACRES):

ON-SITE PONDS	9.00 AC	(75%)
OPEN SPACE:	1.70 AC	(9%)
RECREATION AREA:	2.81 AC	(14%)
PROVIDED:	13.51 AC	(100%)
REQUIRED (25% OF OVERALL AREAS):	12.00 AC	

REVISION

DATE

REV#

2651 Eau Gallie Blvd, Suite A
Melbourne, FL 32935
www.ceengineering.com
Tel: 321.253.1221
COA #000697

CONSTRUCTION
ENGINEERING
GROUP
Consulting Engineers

GARDENS AT WATERSTONE
PHASE III
PB & J GARDENS INVESTMENT, LLC
MARIA LOMA BOULEVARD, PALM BAY, FLORIDA
DRAWING TITLE
FINAL DEVELOPMENT PLAN

DATE
9/27/21

SCALE
NTS

PROJ. NO. :
210192

DESIGNED BY:
CCM

DRAWN BY:
SMB

CHECKED BY:
JTW

DRAWING NO.
GW3-1



PROJECT BOUNDARY

POND CONTOURS

STORM PIPE

WATER MAIN

SANITARY SEWER LINE

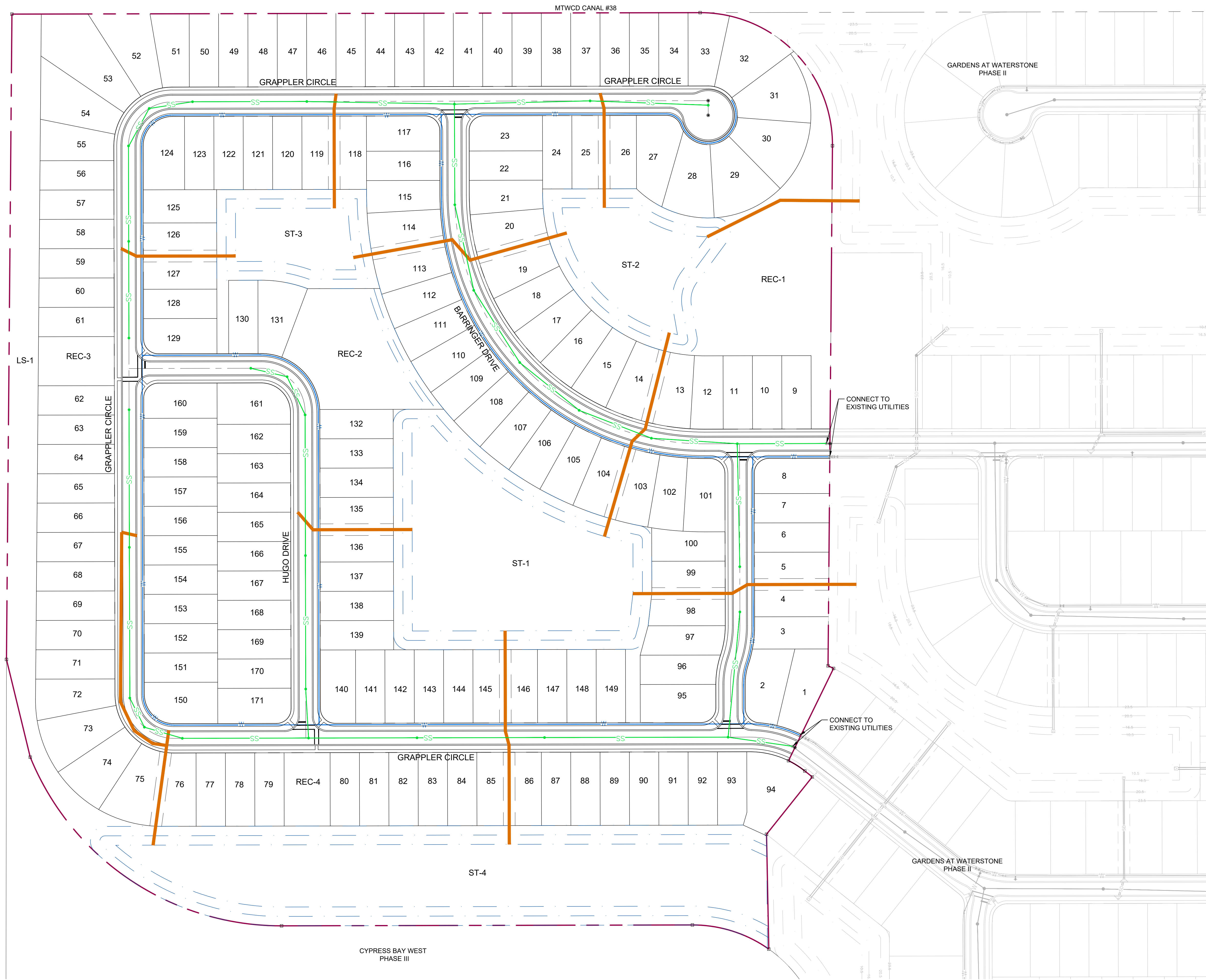
RECREATION, LANDSCAPING
AND OPEN SPACE

SINGLE FAMILY LOTS
WITH LOT NUMBER

STORMWATER TREATMENT POND

ROADWAY

[illegible]



LEGEND:

PROJECT BOUNDARY	---
POND CONTOURS	- - -
STORM PIPE	—
WATER MAIN	—W—
SANITARY SEWER LINE	—SS—

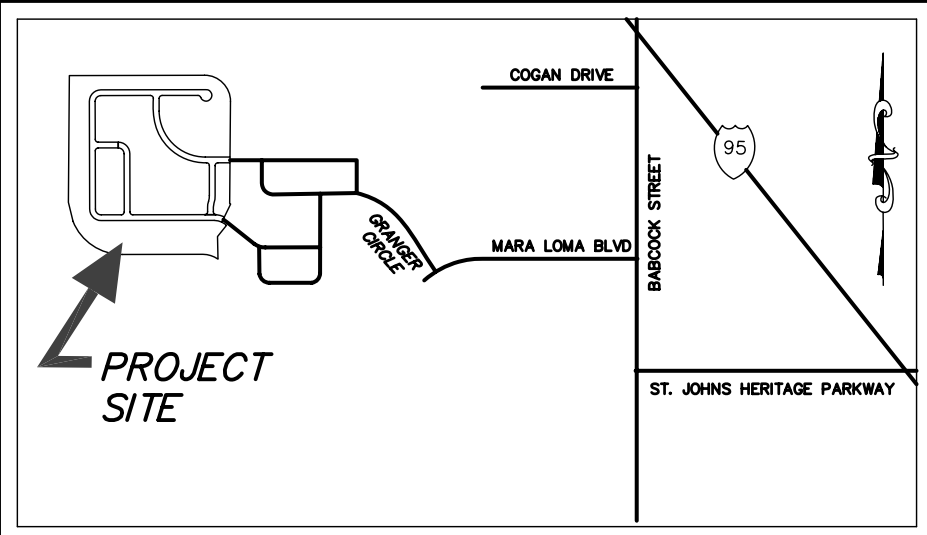
NOTE: LIFT STATION IN PREVIOUS PHASE.

FINAL DEVELOPMENT UTILITY PLAN

1"=80'



REVISION	
REV#	DATE
261 Egu Calle Blvd, Suite A Melbourne, FL 32935 www.cegeengineering.com Tel: 321.253.1221 COA #1008697	
CONSTRUCTION ENGINEERING GROUP Consulting Engineers	
GARDENS AT WATERSTONE PHASE III PB & J GARDENS INVESTMENT, LLC MARIA LOMA BOULEVARD, PALM BAY, FLORIDA DRAWING TITLE FINAL DEVELOPMENT UTILITY PLAN	
DATE 9/27/21	
SCALE 1"=80'	
PROJ. NO. : 210192	
DESIGNED BY: CCM	
DRAWN BY: SMB	
CHECKED BY: JTW	
DRAWING NO. GW3-3	



VICINITY MAP
NOT TO SCALE

DESCRIPTION: GARDENS OF WATERSTONE PHASE 3

A PARCEL OF LAND BEING A PORTION OF SECTION 5, TOWNSHIP 30 SOUTH, RANGE 37 EAST, ALL OF LOTS 5, 6 AND 7 AND A PORTION OF LOTS 4, 8, 9, 25, 26, 27, 28 AND 29 OF SAN SEBASTIAN FARMS, SECTION 5, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 6, PAGE 77 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 5; THENCE RUN N89°52'37"E, ALONG THE NORTH LINE OF SAID SECTION 5, FOR A DISTANCE OF 1172.67 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWEST, HAVING A RADIUS OF 225.00 FEET AND A CHORD WHICH BEARS S44°49'10"E, FOR A DISTANCE OF 319.88 FEET; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°36'29" FOR A DISTANCE OF 355.81 FEET TO A POINT OF TANGENCY; THENCE RUN S00°29'04"W FOR A DISTANCE OF 886.48 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE CONCAVE SOUTHWEST, HAVING A RADIUS OF 325.00 FEET AND A CHORD WHICH BEARS S64°54'00"E, FOR A DISTANCE OF 10.36 FEET; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 1°49'36" FOR A DISTANCE OF 10.36 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN S26°00'48"W FOR A DISTANCE OF 175.00 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 150.00 FEET AND A CHORD WHICH BEARS S57°42'21"E, FOR A DISTANCE OF 32.82 FEET; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°33'43" FOR A DISTANCE OF 32.89 FEET TO A POINT OF TANGENCY; THENCE RUN S51°25'29"E FOR A DISTANCE OF 16.31 FEET; THENCE RUN S38°34'31"W FOR A DISTANCE OF 125.00 FEET; THENCE RUN S01°07'37"E FOR A DISTANCE OF 195.75 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 225.00 FEET AND A CHORD WHICH BEARS N72°27'52"W, FOR A DISTANCE OF 136.50 FEET; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 35°19'02" FOR A DISTANCE OF 138.69 FEET TO A POINT OF TANGENCY; THENCE RUN S89°52'37"W FOR A DISTANCE OF 700.03 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEAST, HAVING A RADIUS OF 461.27 FEET AND A CHORD WHICH BEARS N56°07'45"W, FOR A DISTANCE OF 515.79 FEET; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 67°59'16" FOR A DISTANCE OF 547.34 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN N13°40'29"W FOR A DISTANCE OF 171.45 FEET; THENCE N00°29'04"E A DISTANCE OF 1100.00 FEET TO THE POINT OF BEGINNING; CONTAINING 47.99 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

- THE BASIS OF BEARINGS IS THE NORTH LINE OF SECTION 5-30-37 AS BEING N89°52'37"E, ASSUMED. ALL LINES ARE RADIAL UNLESS OTHWISE NOTED.
- ALL FOUND PRM MONUMENTS ARE A 5/8" IRON ROD AND CAP STAMPED "POWSHOK PRM PLS 5383" UNLESS OTHERWISE NOTED. SYMBOL SHOWN AS ⊕.
- ALL SET PCP MONUMENTS ARE A NAIL AND DISK STAMPED "POWSHOK PCP PLS 5383". SYMBOL SHOWN AS ⊙.
- ALL SET LOT CORNERS ARE A 1/2" IRON ROD AND CAP STAMPED "POWSHOK PLS 5383".
- AN EASEMENT 10 FEET IN WIDTH IS HEREBY RESERVED ALONG ALL LOTS AND TRACTS CREATED BY THIS PLAT ADJACENT TO TRACT RD-1 FOR THE CONSTRUCTION, INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AND PRIVATE DRAINAGE FACILITIES.
- UNLESS OTHERWISE NOTED, AN EASEMENT 5 FEET IN WIDTH IS HEREBY RESERVED ALONG ALL SIDE AND REAR LOT AND TRACT LINES CREATED BY THIS PLAT (EXCEPT TRACT RD-1) FOR THE CONSTRUCTION, INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AND PRIVATE DRAINAGE FACILITIES.
- TRACTS LS-1IS FOR THE PURPOSE OF OPEN SPACE, LANDSCAPING, PRIVATE DRAINAGE, PUBLIC AND PRIVATE UTILITIES AND IS HEREBY DEDICATED TO AND TO BE MAINTAINED BY PB&J GARDENS HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND/OR ASSIGNS.
- TRACT RD-1 IS FOR THE PURPOSE OF PRIVATE ROADWAY, PRIVATE DRAINAGE, PUBLIC AND PRIVATE UTILITIES AND IS HEREBY DEDICATED TO AND TO BE MAINTAINED BY THE GARDENS AT WATERSTONE HOMEOWNER'S ASSOCIATION, INC.
- TRACTS REC-1, REC-2, REC-3 AND REC-4 ARE FOR THE PURPOSE OF RECREATION, OPEN SPACE, LANDSCAPING, PRIVATE DRAINAGE AND PRIVATE UTILITIES AND ARE HEREBY DEDICATED TO AND TO BE MAINTAINED BY PB&J GARDENS HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND/OR ASSIGNS.
- TRACTS ST-1, ST-2, ST-3, ST-4 AND ST-5 ARE FOR THE PURPOSE OF OPEN SPACE, LANDSCAPING, PRIVATE DRAINAGE AND PRIVATE UTILITIES AND ARE HEREBY DEDICATED TO AND TO BE MAINTAINED BY PB&J GARDENS HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND/OR ASSIGNS.
- AN EASEMENT IS HEREBY DEDICATED TO THE CITY OF PALM BAY, ACROSS, OVER, INTO AND THROUGH TRACTS RD-1, LS-1, ST-1, ST-2, ST-3, ST-4 AND ST-5 FOR EMERGENCY ACCESS AND STORMWATER DRAINAGE INSPECTION AND REPAIR.
- THE OWNER PB&J INVESTMENTS OF BREVARD, A FLORIDA LIMITED LIABILITY COMPANY HAS THE RIGHT TO ASSIGN ITS RIGHTS AND RESPONSIBILITIES THEREUNDER TO HOMEOWNERS AND/OR OTHER PROPERTY OWNERS ASSOCIATION OR ASSOCIATIONS, AND/OR TO CONVEY ANY OR ALL OF THE TRACTS SET FORTH ON THE PLAT, AND IN SUCH EVENT, PREVIOUS OWNER SHALL BE RELEASED FROM SUCH ASSIGNED OBLIGATIONS.

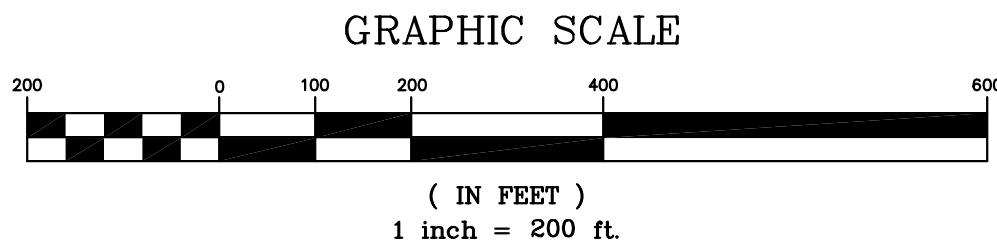
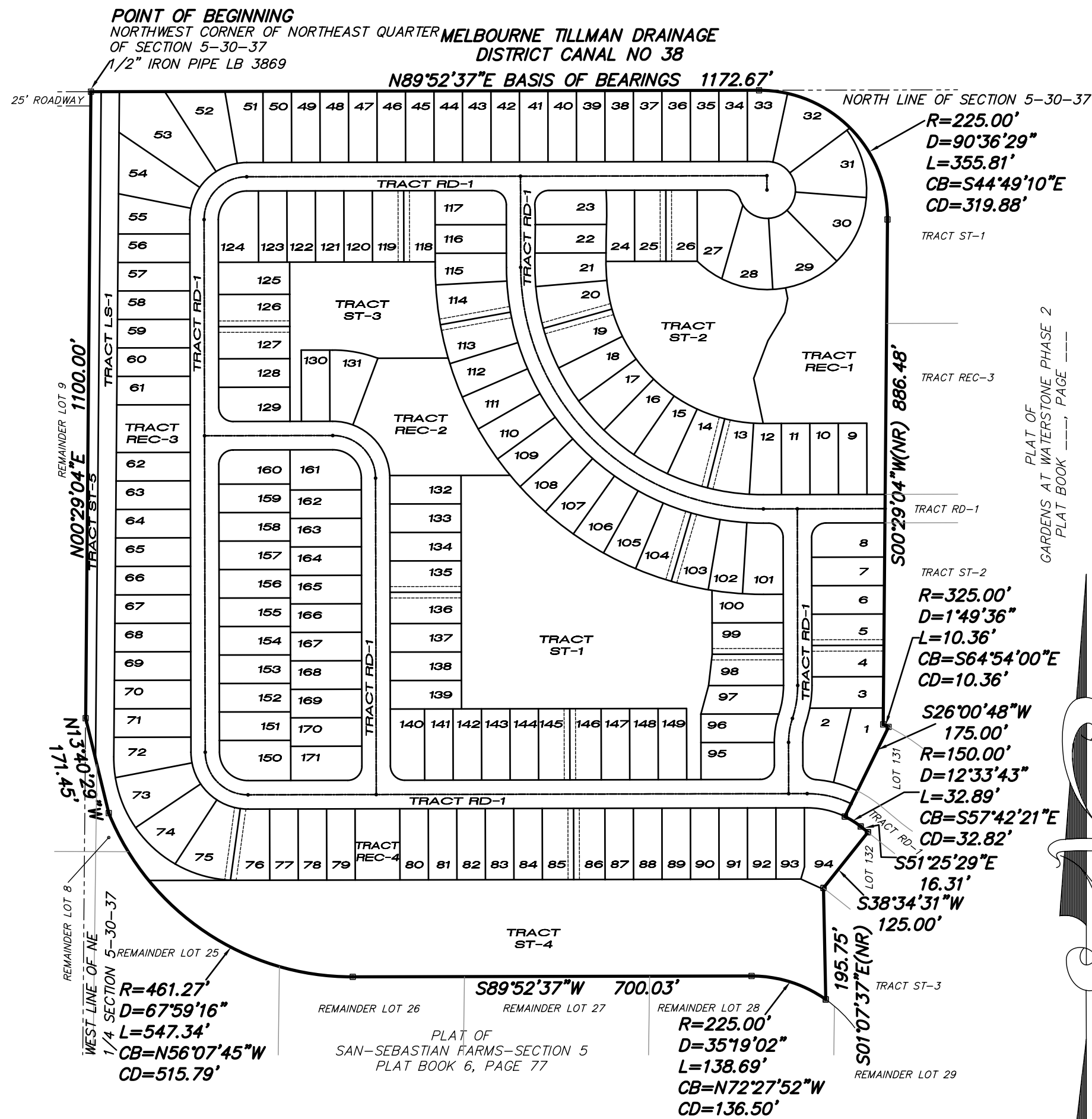
ALL PLATTED PUBLIC UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICE; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND/OR OPERATION OF CABLE TELEVISION SERVICE WILL INTERFERE WITH THE FACILITIES AND SERVICES OF THE ELECTRICAL, TELEPHONE, GAS, WATER, OR OTHER PUBLIC UTILITY. IN THE EVENT THAT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

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 THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

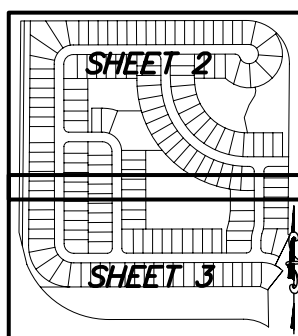
— PLAT PREPARED BY —
AAL LAND SURVEYING SERVICES, INC.
3970 MINTON ROAD
WEST MELBOURNE, FLORIDA 32904
(321) 768-8110

GARDENS AT WATERSTONE PHASE 3

BEING A REPLAT OF A PORTION OF LOTS 4-9, 25-29
SECTION 5, SAN-SEBASTIAN FARMS
AS RECORDED IN PLAT BOOK 6, PAGE 77,
LYING IN SECTION 5, TOWNSHIP 30 SOUTH, RANGE 37 EAST, CITY OF
PALM BAY, BREVARD COUNTY, FLORIDA



LEGEND
⊙ SET PERMANENT CONTROL POINT (PCP)
⊕ FOUND PERMANENT REFERENCE MONUMENT (PRM)
R/W RIGHT-OF-WAY
LS LICENSED SURVEYOR
PLS PROFESSIONAL LAND SURVEYOR
LB LICENSED BUSINESS
D CURVE DELTA
R CURVE RADIUS
L CURVE LENGTH
CB CHORD BEARING
CD CHORD DISTANCE
NR NON-RADIAL



PLAT BOOK _____ PAGE _____

SHEET 1 OF 3
SECTION 5 TWP. 30 S., RANGE 37 E.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That the company named below, being the owner in fee simple of the lands described in

GARDENS AT WATERSTONE PHASE 3

Hereby dedicates said lands and plat for the uses and purposes therein expressed and the public drainage easements and public utility easements as graphically shown and described in the notes to the City of Palm Bay and the perpetual use of the public.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed and attested to by the officer named below.

BY _____ PB&J Gardens Investment, LLC
P. Michael Evans 1698 W. Hibiscus Boulevard
As Authorized Representative Suite A,
and Manager Melbourne, Florida 32901
(321)-953-3300

Signed and sealed in the presence of: _____

(Print name)

(Print name)

STATE OF FLORIDA, COUNTY OF BREVARD

THIS IS TO CERTIFY, that on _____, 2021 before me, by means of ☒ physical presence or ☐ online notarization, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared P. Michael Evans, Authorized Representative and Manager of the above named company, to me known to be the individual who executed the foregoing Dedication and severally acknowledged the execution thereof to be their free act and deed as such person authorized.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.

(Print name)
NOTARY PUBLIC
County and State aforesaid

My Commission Expires _____
My Commission Number _____

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed professional surveyor and mapper, does hereby certify that on August 10, 2021 he completed the boundary survey of the lands shown in the foregoing plat; and that said plat was prepared under his direction and supervision and that said plat complies with all of the survey requirements of Chapter 177, part 1, Florida Statutes, and that said land is located in Brevard County, Florida.

Registration No. 5383

Andrew W. Powshok
AAL Land Surveying Services, Inc.
3970 Minton Road
W. Melbourne, Florida 32904
Licensed Business
Certificate of Authorization Number No.6623

CERTIFICATE OF REVIEWING SURVEYOR

FOR CITY OF PALM BAY

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it is in conformity with Chapter 177, part 1, Florida Statutes.

Joseph N. Hale, Professional Surveyor and Mapper Number 6366
Reviewing Surveyor for the City of Palm Bay

CERTIFICATE OF APPROVAL

BY CITY OF PALM BAY

THIS IS TO CERTIFY That on _____ the

_____ approved the foregoing plat

ATTEST: _____ Mayor:
_____ City Clerk:

CERTIFICATE OF CLERK

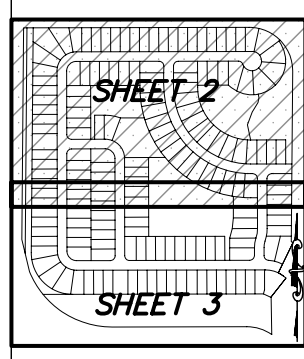
I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, part 1, Florida Statutes, and was filed for record on _____ at _____, File No. _____

Clerk of the Circuit Court
in and for Brevard County, Florida.

PROJECT # 45656
DATED 9/20/2021

TRACT TABLE			
TRACT	AREA	ALL USE PRIVATE	OWNER AND MAINTENANCE RESPONSIBILITY
LS-1	1.07 Ac.	OPEN SPACE/LANDSCAPE/DRAINAGE/UTILITY	PB&J GARDENS HOMEOWNERS ASSOCIATION, INC.
RD-1	6.44 Ac.	PRIVATE R/W/DRAINAGE/UTILITY	THE GARDENS AT WATERSTONE HOMEOWNER'S ASSOCIATION, INC.
REC-1	1.56 Ac.	RECREATION/DRAINAGE/STORMWATER/UTILITY	PB&J GARDENS HOMEOWNERS ASSOCIATION, INC.
REC-2	0.85 Ac.	RECREATION/DRAINAGE/STORMWATER/UTILITY	PB&J GARDENS HOMEOWNERS ASSOCIATION, INC.
REC-3	0.25 Ac.	RECREATION/DRAINAGE/STORMWATER/UTILITY	PB&J GARDENS HOMEOWNERS ASSOCIATION, INC.
REC-4	0.23 Ac.	RECREATION/DRAINAGE/STORMWATER/UTILITY	PB&J GARDENS HOMEOWNERS ASSOCIATION, INC.
ST-1	3.14 Ac.	OPEN SPACE/DRAINAGE/STORMWATER/UTILITY	PB&J GARDENS HOMEOWNERS ASSOCIATION, INC.
ST-2	1.38 Ac.	OPEN SPACE/DRAINAGE/STORMWATER/UTILITY	PB&J GARDENS HOMEOWNERS ASSOCIATION, INC.
ST-3	1.03 Ac.	OPEN SPACE/DRAINAGE/STORMWATER/UTILITY	PB&J GARDENS HOMEOWNERS ASSOCIATION, INC.
ST-4	4.23 Ac.	OPEN SPACE/DRAINAGE/STORMWATER/UTILITY	PB&J GARDENS HOMEOWNERS ASSOCIATION, INC.
ST-5	0.47 Ac.	OPEN SPACE/DRAINAGE/STORMWATER/UTILITY	PB&J GARDENS HOMEOWNERS ASSOCIATION, INC.

THIS TABLE IS FOR GENERAL INFORMATION ONLY! SEE SURVEYOR'S NOTES AND PLAT DEDICATION FOR OFFICIAL INFORMATION!

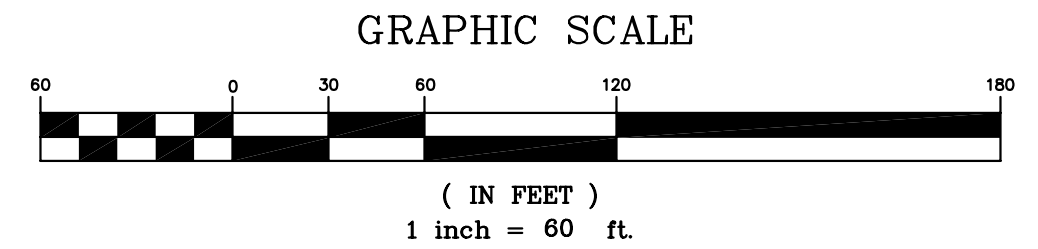


INDEX MAP
NOT TO SCALE

GARDENS AT WATERSTONE PHASE 3

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PALM BAY, BREVARD COUNTY, FLORIDA

PLAT BOOK _____ PAGE _____
SHEET 2 OF 3
SECTIONS 5 TWP. 30 S., RANGE 37 E.



MELBOURNE TILLMAN DRAINAGE DISTRICT CANAL NO 38

CURVE	LENGTH	RADIUS	CURVE BEARING	CHORD	CENTRAL ANGLE
C12	39.27'	25.00'	S44°52'37"W	35.36'	90°00'00"
C13	39.27'	25.00'	N45°07'23"W	35.36'	90°00'00"
C14	28.98'	450.00'	S88°16'42"E	28.97'	3°41'21"
C15	47.38'	450.00'	S83°25'03"E	47.36'	6°01'57"
C16	52.12'	450.00'	S77°05'00"E	52.09'	6°38'09"
C17	52.12'	450.00'	S70°26'52"E	52.09'	6°38'09"
C18	49.02'	450.00'	S64°00'32"E	49.00'	6°14'31"
C19	49.02'	450.00'	S57°46'01"E	49.00'	6°14'31"
C20	49.02'	450.00'	S51°31'30"E	49.00'	6°14'31"
C21	49.02'	450.00'	S45°16'59"E	49.00'	6°14'31"
C22	49.02'	450.00'	S39°02'28"E	49.00'	6°14'31"
C23	49.02'	450.00'	S32°47'56"E	49.00'	6°14'31"
C24	49.02'	450.00'	S26°33'25"E	49.00'	6°14'31"
C25	49.02'	450.00'	S20°18'54"E	49.00'	6°14'31"
C26	55.03'	450.00'	S13°41'26"E	55.00'	7°00'26"
C27	55.03'	450.00'	S06°41'00"E	55.00'	7°00'26"
C28	24.01'	450.00'	S01°39'05"E	24.00'	3°03'24"
C29	30.68'	575.00'	S01°39'05"E	30.67'	3°03'24"
C30	70.32'	575.00'	S06°41'00"E	70.28'	7°00'26"
C31	70.32'	575.00'	S13°41'26"E	70.28'	7°00'26"
C32	62.64'	575.00'	S20°18'54"E	62.61'	6°14'31"
C33	62.64'	575.00'	S26°33'25"E	62.61'	6°14'31"
C34	62.64'	575.00'	S32°47'56"E	62.61'	6°14'31"
C35	62.64'	575.00'	S39°02'28"E	62.61'	6°14'31"
C36	62.64'	575.00'	S45°16'59"E	62.61'	6°14'31"
C37	62.64'	575.00'	S51°31'30"E	62.61'	6°14'31"
C38	62.64'	575.00'	S57°46'01"E	62.61'	6°14'31"
C39	62.64'	575.00'	S64°00'32"E	62.61'	6°14'31"
C40	66.59'	575.00'	S70°26'52"E	66.56'	6°38'09"
C41	66.59'	575.00'	S77°05'00"E	66.56'	6°38'09"
C42	60.54'	575.00'	S83°25'03"E	60.51'	6°01'57"
C43	37.02'	575.00'	S88°16'42"E	37.02'	3°41'21"
C44	90.77'	575.00'	S85°36'03"E	90.67'	8°02'40"
C45	412.00'	575.00'	S60°18'10"E	407.92'	4°13'06"
C46	234.31'	575.00'	S23°05'11"E	232.61'	2°30'52"
C47	161.13'	575.00'	S08°09'04"E	160.61'	1°03'22"
C48	24.58'	400.00'	S88°21'45"E	24.58'	3°31'16"
C49	74.62'	400.00'	S81°15'28"E	74.51'	10°41'18"
C50	74.62'	400.00'	S70°34'10"E	74.51'	10°41'18"
C51	67.84'	400.00'	S60°22'00"E	67.76'	9°43'02"
C52	67.84'	400.00'	S50°38'58"E	67.76'	9°43'02"
C53	67.84'	400.00'	S40°55'58"E	67.76'	9°43'02"
C54	67.84'	400.00'	S31°12'58"E	67.76'	9°43'02"
C55	74.62'	400.00'	S21°00'48"E	74.51'	10°41'19"
C56	74.62'	400.00'	S10°19'29"E	74.51'	10°41'18"
C57	33.91'	400.00'	S02°33'06"E	33.90'	4°51'27"
C58	23.31'	275.00'	S02°33'06"E	23.31'	4°51'27"
C59	51.30'	275.00'	S101°9'29"E	51.23'	10°41'18"
C60	51.30'	275.00'	S21°00'48"E	51.23'	10°41'19"
C61	46.64'	275.00'	S31°12'58"E	46.58'	9°43'02"
C62	46.64'	275.00'	S40°55'58"E	46.58'	9°43'02"
C63	46.64'	275.00'	S50°38'58"E	46.58'	9°43'02"
C64	46.64'	275.00'	S60°22'00"E	46.58'	9°43'02"
C65	51.30'	275.00'	S70°34'10"E	51.23'	10°41'18"
C66	51.30'	275.00'	S81°15'28"E	51.23'	10°41'18"
C67	16.90'	275.00'	S88°21'45"E	16.90'	3°31'16"
C68	53.10'	175.00'	S54°24'04"E	52.90'	17°23'12"
C69	92.38'	175.00'	S78°13'04"E	91.31'	30°14'47"
C70	125.67'	175.00'	N66°05'10"E	122.99'	41°08'45"
C71	125.67'	175.00'	N24°56'25"E	122.99'	41°08'45"
C72	125.67'	175.00'	N16°12'20"W	122.99'	41°08'45"
C73	125.67'	175.00'	N61°02'19"W	125.14'	32°17'29"
C74	50.48'	225.00'	N83°41'44"W	50.38'	12°51'21"
C75	10.65'	50.00'	N84°01'26"W	10.63'	12°11'55"
C76	35.91'	50.00'	N57°21'06"W	35.14'	41°08'45"
C77	35.91'	50.00'	N16°12'20"W	35.14'	41°08'45"
C78	35.91'	50.00'	N24°56'25"E	35.14'	41°08'45"
C79	35.91'	50.00'	N66°05'10"E	35.14'	41°08'45"
C80	53.24'	50.00'	S82°50'04"E	50.78'	61°02'46"
C81	11.11'	50.00'	S25°57'41"E	11.09'	12°44'03"
C82	30.77'	25.00'	N54°51'31"W	28.87'	70°31'44"
C83	168.30'	175.00'	S73°15'30"E	161.89'	55°06'04"
C84	354.21'	175.00'	N21°12'23"E	296.77'	115°58'11"
C85	178.52'	225.00'	N22°14'45"W	173.88'	45°27'39"
C86	39.27'	25.00'	S44°52'37"W	35.36'	90°00'00"
C87	39.27'	25.00'	N45°07'23"W	35.36'	90°00'00"
C88	78.54'	50.00'	S44°52'37"W	70.71'	90°00'00"
C89	20.04'	100.00'	S05°37'08"W	20.01'	11°29'01"
C90	40.06'	100.00'	S22°50'08"W	39.79'	22°57'00"
C91	40.14'	100.00'	S45°48'35"W	39.87'	22°59'52"
C92	40.14'	100.00'	S68°48'27"W	39.87'	22°59'52"
C93	16.70'	100.00'	S85°05'30"W	16.68'	8°34'44"
C94	39.27'	25.00'	S45°07'23"E	35.36'	90°00'00"
C95	39.27'	25.00'	S44°52'37"W	35.36'	90°00'00"
C96	78.54'	50.00'	N45°07'23"W	70.71'	90°00'00"
C97	36.14'	100.00'	N79°46'12"W	35.94'	20°42'22"
C98	116.44'	100.00'	N36°03'35"W	109.97'	66°42'53"
C99	4.50'	100.00'	N01°24'46"W	4.50'	2°34'45"
C100	81.31'	225.00'	N79°46'12"W	80.87'	20°42'22"
C101	431.97'	275.00'	S45°07'23"E	388.91'	90°00'00"

LEGEND
● SET PERMANENT CONTROL POINT (PCP)
□ FOUND PERMANENT REFERENCE MONUMENT (PRM)
R/W RIGHT-OF-WAY
LS LICENSED SURVEYOR
LB LICENSED BUSINESS
D CURVE DATA
R CURVE RADIUS
L CURVE LENGTH
CB CHORD BEARING
CD CHORD DISTANCE
NR NON-RADIAL

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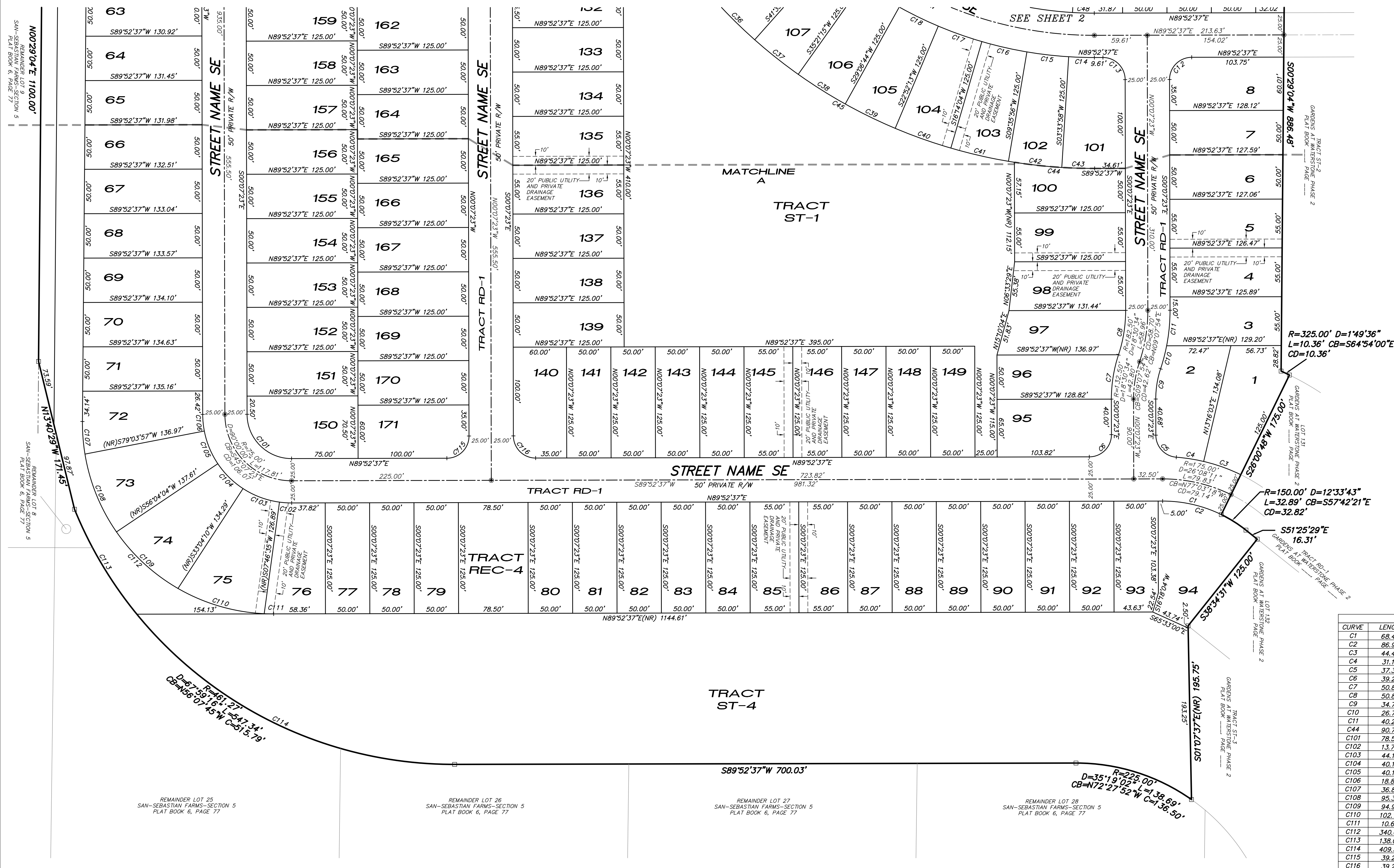
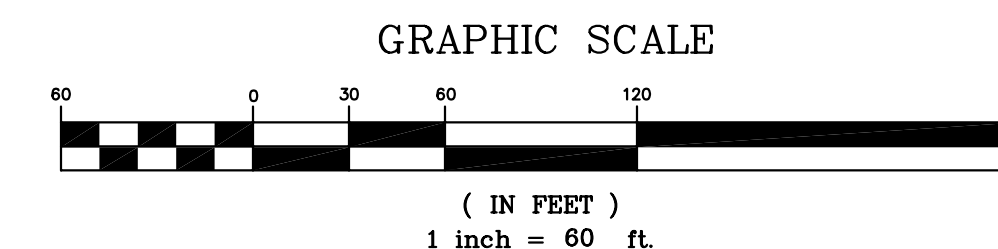
- PLAT PREPARED BY -
AAL LAND SURVEYING SERVICES, INC.
3870 WILSON ROAD
WEST MELBOURNE, FLORIDA 32904
(321) 768-8110

PROJECT # 45656
DATED 9/20/2021



BEING A REPLAT OF A PORTION OF LOTS 4-9, 25-29
SECTION 5, SAN-SEBASTIAN FARMS
AS RECORDED IN PLAT BOOK 6, PAGE 77,
LYING IN SECTION 5, TOWNSHIP 30 SOUTH, RANGE 37 EAST, CITY OF
PALM BAY, BREVARD COUNTY, FLORIDA

PLAT BOOK_____ PAGE_____
SHEET 3 OF 3
SECTIONS 5 TWP. 30 S., RANGE 37 E.



CURVE		CURVE TABLE			CHORD	CENTRAL ANGLE
CURVE	LENGTH	RADIUS	CHORD BEARING	CHORD		
C1	68.42'	150.00'	N77°03'18"W	67.83'	26°08'11"	
C2	86.97'	150.00'	N73°30'46"W	85.76'	33°13'15"	
C3	44.49'	200.00'	N02°11'35"W	44.40'	12°44'45"	
C4	31.17'	200.00'	N08°11'52"W	31.14'	8°55'49"	
C5	37.32'	25.00'	S42°53'35"E	33.95'	85°32'23"	
C6	25.927'	150.00'	N45°00'00"E	35.36'	90°00'00"	
C7	50.88'	157.50'	S09°07'54"W	50.66'	18°30'34"	
C8	50.88'	157.50'	N09°07'54"E	50.66'	18°30'34"	
C9	34.73'	107.50'	S09°07'54"W	34.58'	18°30'34"	
C10	26.78'	207.50'	N14°41'20"E	26.76'	7°23'41"	
C11	40.25'	207.50'	N05°26'03"E	40.19'	11°06'52"	
C12	90.77'	975.00'	S85°36'30"E	90.67'	90°02'40"	
C13	50.854'	100.00'	S45°00'00"E	70.71'	90°00'00"	
C101	10.970'	100.00'	S86°10'24"E	13.78'	2°53'58"	
C103	44.14'	100.00'	S69°34'37"E	43.79'	251°73'4"	
C104	40.14'	100.00'	S45°25'53"E	39.87'	22°59'54"	
C105	40.14'	100.00'	S22°26'00"E	39.87'	22°59'53"	
C106	18.87'	100.00'	S05°31'43"E	18.84'	10°48'40"	
C107	36.88'	215.00'	S04°25'45"E	36.83'	9°49'39"	
C108	95.39'	215.00'	S20°25'00"E	94.61'	25°25'14"	
C109	94.90'	215.00'	S44°24'31"E	94.13'	25°17'23"	
C110	102.19'	215.00'	S73°40'09"E	101.23'	27°15'54"	
C111	10.65'	215.00'	S88°42'15"E	10.65'	25°01'17"	
C112	340.00'	215.00'	S44°49'10"E	305.66'	90°36'27"	
C113	138.03'	461.27'	S30°42'28"E	137.51'	17°08'42"	
C114	409.32'	461.27'	S84°40'26"E	396.02'	50°50'34"	
C115	25.927'	150.00'	N45°00'00"E	35.36'	90°00'00"	
C116	39.927'	25.00'	S45°02'23"E	35.36'	90°00'00"	

LEGEND

●	SET PERMANENT CONTROL POINT (PCP)
□	FOUND PERMANENT REFERENCE MONUMENT (PRM)
R/W	RIGHT-OF-WAY
LS	LICENSED SURVEYOR
LB	LICENSED BUSINESS
D	CURVE DELTA
R	CURVE RADIUS
L	CURVE LENGTH
CB	CHORD BEARING
CD	CHORD DISTANCE
NR	NON-RADIAL

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 THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

- PLAT PREPARED BY -
AAL LAND SURVEYING SERVICES, INC.
3970 MINTON ROAD
WEST MELBOURNE, FLORIDA 32904
(321) 768-8110

PROJECT # 45188
DATED 7/20/2021



LAND DEVELOPMENT DIVISION

120 Malabar Road SE • Palm Bay, FL 32907 • Telephone: (321) 733-3042

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:

Gardens at Waterstone Phase III

PARCEL ID(S):

30-37-05-HF-1

TAX ACCOUNT NUMBER(S):

3000217

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):

+/- 47.99 acres

TOTAL LOTS PROPOSED (list by use):

171 lots

DEVELOPER P. Michael Evans- PB & J Gardens Investment, LLC

Full Address 1698 W Hibiscus Blvd; Suite A; Melbourne, FL 32901

Telephone 321- 258-7984 Email mike.fmdc@gmail.com

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 AAL Land Surveying Services, Inc

Full Address 3970 Minton Road; West Melbourne, FL 32904

Telephone 321-768-8110 Email aalsurvey@aalsurvey.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.

THE FOLLOWING PROCEDURES AND ENCLOSURES ARE REQUIRED TO COMPLETE THIS FINAL DEVELOPMENT PLAN APPLICATION:

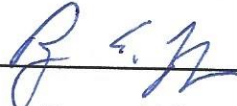
- ☐ *A \$1,500.00 application fee shall accompany the Final Development Plan application for the purposes of administration. Make Check payable to "City of Palm Bay."
- ☐ Final Development Plan (see aforementioned Final Development Plan Criteria for Submittal).
- ☐ Boundary Survey.
- ☐ Site Sketch to 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.

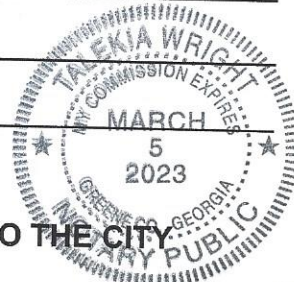
Name of Representative Jake Wise, PE- Construction Engineering Group, LLC

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  Date 9/29/21
Printed Name Waterstone Farms, LLC - Benjamin E. Jefferies as Managing Member
Full Address 2040 Highway A1A; Suite 207; Indian Harbour Beach, FL 32937
Telephone 321-258-7984 Email ben@waterstonefla.com



*NOTE: APPLICATION FEE IS NON-REFUNDABLE UPON PAYMENT TO THE CITY



September 28

, 20 21

Re: Letter of Authorization

As the property owner of the site legally described as:

30-37-05-HF-1

I, Owner Name: Waterstone Farms, LLC

Address: 2040 Highway A1A; Suite 207; Indian Harbour Beach, FL 32937

Telephone: 321- 258-7984

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:

FDP and any associated submittals

B. L. Jr.
(Property Owner Signature)

STATE OF

Georgia

COUNTY OF

Putnam

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 28 day of Sept., 20 21 by

Benjamin E. Jeffries, Managing Member

, property owner.



Kelvin Rhodes

, Notary Public

☐ Personally Known ☒ Produced the Following Type of Identification:

Drivers License

September 28

, 20 21

Re: Letter of Authorization

As the property owner of the site legally described as:

30-37-05-HF-1

I, Owner Name: Waterstone Farms, LLC

Address: 2040 Highway A1A; Suite 207; Indian Harbour Beach, FL 32937

Telephone: 321-258-7984

Email: ben@waterstonefla.com

hereby authorize:

Representative: P. Michael Evans- PB & J Gardens Investment, LLC

Address: 1698 W Hibiscus Blvd; Suite A; Melbourne, FL 32901

Telephone: 321-953-3300

Email: mike.fmdc@gmail.com

to represent the request(s) for:

FDP and any associated submittals

B. E. M.
(Property Owner Signature)

STATE OF

Georgia

COUNTY OF

Putnam

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 28 day of Sept., 2021 by

Benjamin E. Jefferies, Managing Member, property owner.



Kelvin Rhodes
Benjamin E. Jefferies Notary Public

☐ Personally Known or ☒ Produced the Following Type of Identification:

Drivers License

September 28

, 20 21

Re: Letter of Authorization

As the property owner of the site legally described as:

30-37-05-HF-1

I, Owner Name: Waterstone Farms, LLC

Address: 2040 Highway A1A; Suite 207; Indian Harbour Beach, FL 32937

Telephone: 321-258-7984

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:

FDP and any associated submittals

R. L.
(Property Owner Signature)

STATE OF

Georgia

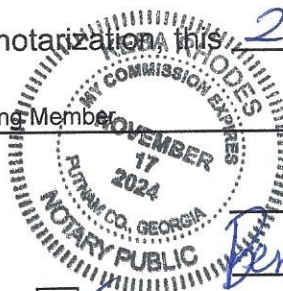
COUNTY OF

Putnam

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 28 day of Sept., 20 21 by

Benjamin E. Jefferies, Managing Member

property owner.



Kuba Rhodes

Benjamin E. Jefferies, Notary Public

☐ Personally Known or ☒ Produced the Following Type of Identification:

Drivers License

**Gardens at Waterstone Phase 3
Final Development Plan
Compliance and Justification Report**

**Prepared by:
Rochelle W. Lawandales, FAICP
Waterstone Development Company, LLC
Applicant: PB&J Gardens Investment, LLC
Owner: Waterstone Farms, LLC**

September 29, 2021

PROJECT: GARDENS AT WATERSTONE

Gardens 3 is a 171 lot single family subdivision on 48 acres +/- with supporting infrastructure and site improvements including roadways, sidewalks, pedestrian/exercise trails, landscaping, water, sewer and stormwater systems. It includes signalization and other intersection improvements at Babcock Street and Mara Loma Boulevard.

Note: The Developer, PB &J Gardens Investment, LLC and the City have agreed to 2 conditions as part of the prior Gardens at Waterstone Phase 2:

1. The developer shall install the traffic signal and intersection improvements at Babcock Street and Mara Loma Boulevard as part of this project; and,
2. The City shall provide impact fee credits for all costs associated with these improvements. Map A shows the project location.

PROPERTY OWNER: Waterstone Farms, LLC, Managing Member, Benjamin E. Jefferies.

APPLICANT: PB&J Gardens Investment, LLC

EXISTING ZONING: Planned Unit Development

LAND USE: Single Family Residential

REQUEST:

The applicant seeks approval for a new Final Development Plan in an existing PUD zoning district for a project to be called “Gardens at Waterstone Phase 3”, which is a portion of the prior approved Master development plan located west of Heron Bay.

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. 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. The Table 1 below shows the current entitlements:

PB&J GARDENS INVESTMENT, LLC
FINAL DEVELOPMENT PLAN NARRATIVE FOR GARDENS AT WATERSTONE PHASE 3

Table 1
Current Residential Entitlements

WATERSTONE AND CYPRESS BAY a/o July, 2021							
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 20 units/ac	Completed July, 2021			190		95	
Cypress Bay West Phase 2	Pending Hearings August/September 2021				-566	-566	
Gardens at Waterstone Phase 2	Pending Hearings October/November 2021				-172		
Cypress Bay West Phase 3	Pending Hearings October/November 2021				-544		
Gardens at Waterstone 3	Current Submittal				-171		
Sub-total:				2193	-2037	156	362
GRAND TOTAL UNIT COUNTS AS OF OCTOBER, 2021:						156	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							
**300 original units were able to go to west side. Total includes 454 multi--family units from CP 7-09							

PB&J GARDENS INVESTMENT, LLC
FINAL DEVELOPMENT PLAN NARRATIVE FOR GARDENS AT WATERSTONE PHASE 3

The Project underwent an ownership change and Pulte (Divosta Division) brought forth a Preliminary Development Plan for the 1167 acres and obtained Final Development Plan approval and PUD zoning in 2005 (See Map B) 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 C shows the original development plan, and the area now proposed for the Gardens.

Waterstone revised the project lay-out in 2017 and submitted a new Preliminary Development Plan for the lands on the west side of Babcock Street to amend the 2005 development plan. The City Council granted Preliminary Development Plan approval on January 18, 2018. Final Development Plan/Preliminary Plat approval was granted by City Council action on June 7, 2018 for the 'Gardens 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 void and maintaining the 2005 adopted plan.

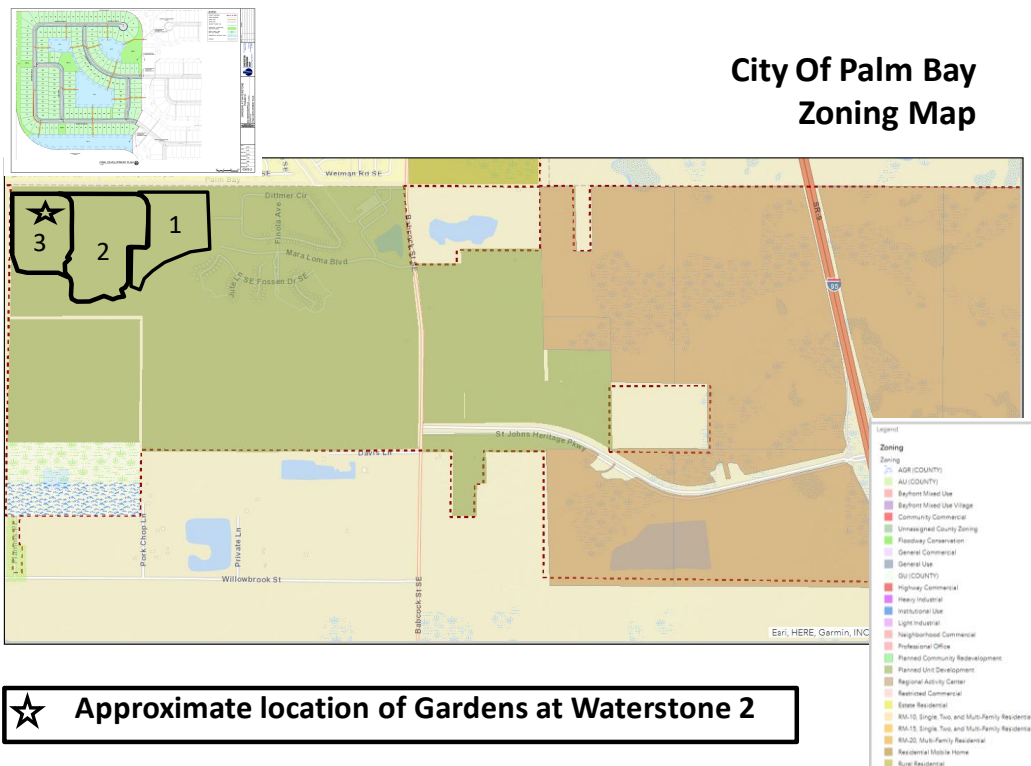
With this new application, the applicant, PB&J, as authorized by the owner, Waterstone Farms, LLC, is petitioning the City for approval of a Final Development Plan for the Gardens Phase 2. Construction would begin after approval of a Final Development Plan, Preliminary Plat and construction plans and the developer obtaining all permits. Map D shows the design, layout, vehicular and pedestrian circulation, open space, utilities, and stormwater system to meet the code requirements.

PB&J GARDENS INVESTMENT, LLC
FINAL DEVELOPMENT PLAN NARRATIVE FOR GARDENS AT WATERSTONE PHASE 3

MAP A
LOCATION MAP



MAP B
CITY ZONING MAP



★ Approximate location of Gardens at Waterstone 2

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. 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;

PB&J GARDENS INVESTMENT, LLC
FINAL DEVELOPMENT PLAN NARRATIVE FOR GARDENS AT WATERSTONE PHASE 3

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.
13. Submitted a request for Final Development Plan approval of a 172 lot single family subdivision on 52.21 acres +/- known as Gardens of Waterstone 2.
14. Submitted a Final Development Plan application for approval of Cypress Bay West 2, for 566 units on 185 acres +/-.
15. Submitted a Final Development Plan application for approval of Cypress Bay West 3, for 544 units on 190 acres.

On January 18, 2018, Waterstone Holdings, LLC, Waterstone Farms, LLC and DR Horton, as co applicants, obtained approval of a revised Preliminary Development Plan amending the 2005 Master Plan for the 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 at Waterstone', a phase of Waterstone in the northwest segment. That project was not

PB&J GARDENS INVESTMENT, LLC
FINAL DEVELOPMENT PLAN NARRATIVE FOR GARDENS AT WATERSTONE PHASE 3

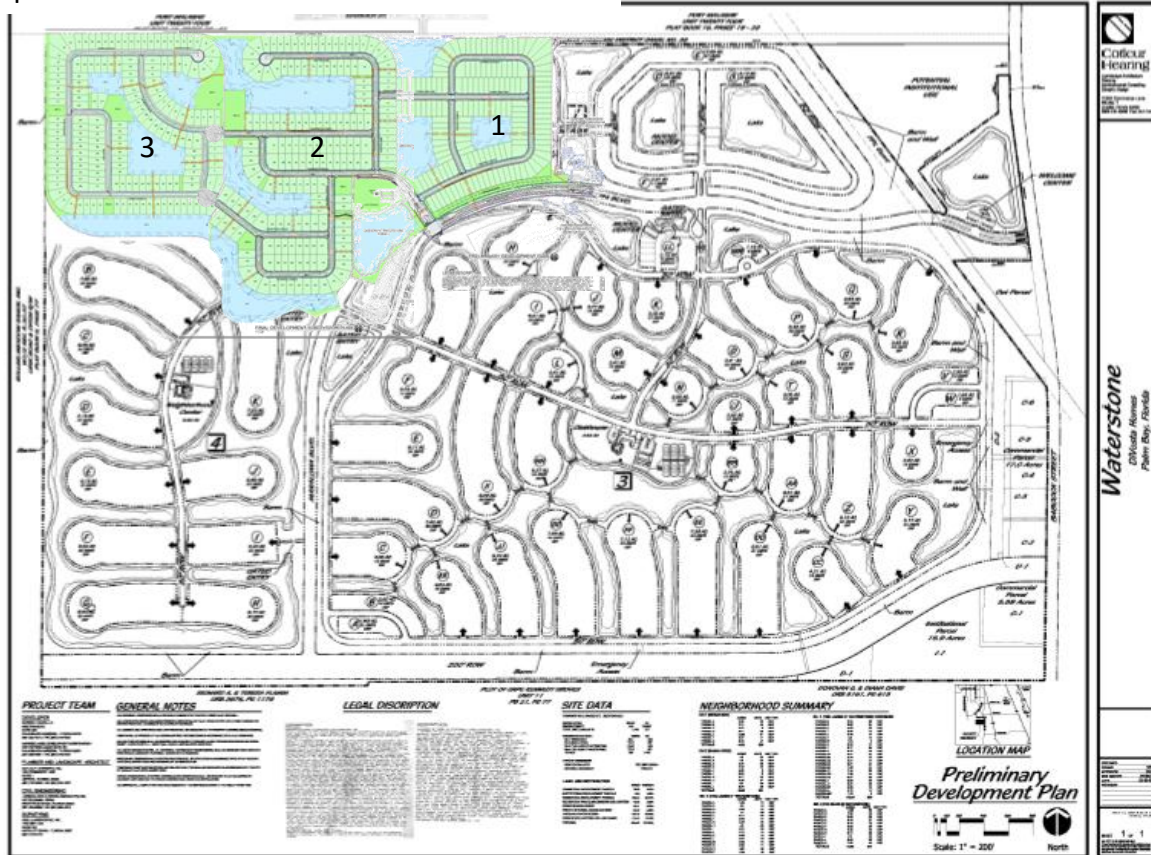
adopted properly by the City and became void, rendering the 2018 revised Preliminary Development Plan void and maintaining the 2005 adopted plan.

Map C shows the new proposed Gardens at Waterstone overlaid on the existing approved Preliminary Development Plan.

MAP C

ORIGINAL PRELIMINARY DEVELOPMENT PLAN FOR WATERSTONE AT PALM BAY WITH APPROXIMATE LOCATION OF GARDENS AT WATERSTONE ALL PHASES INCLUDING SUBJECT PROPERTY

Proposed Gardens at Waterstone 3 on 2005 PDP



*Approximate location. Not to scale. Graphic exhibit only.

FINAL DEVELOPMENT PLAN (Map D) for 'GARDENS OF WATERSTONE' 3

Gardens 3 is a 171 lot subdivision. The project will use a new access point to be created off an extended Mara Loma Boulevard onto a new private road to be called Granger Circle. There are utilities available to service the development. The project will have to apply for concurrency review as all the original concurrency approval of 900 units are allotted.

The following discussion relates specifically to this proposed subdivision and application. Map D-1 shows the proposed Gardens Final development plan and Map D-2 shows the Preliminary Plat. The project data table, Table 2, below identifies the number and type of lots, percentages for categorical site areas and improvements, and open space.

Table 2
PROJECT DATA

PROJECT DATA:

GENERAL STATEMENT:

THE PROPOSED PROJECT CONSISTS OF INFRASTRUCTURE AND SITE IMPROVEMENTS TO ACCOMMODATE A 171 LOT SINGLE FAMILY RESIDENTIAL SUBDIVISION INCLUDING RECREATION/OPEN SPACE, ROADWAYS, SIDEWALKS, LANDSCAPING, WATER, SEWER AND STORMWATER SYSTEMS.

DEVELOPER:

PB&J GARDENS INVESTMENT, LLC
P. MICHAEL EVANS
1698 W. HIBISCUS BLVD. SUITE A
MELBOURNE, FL 32901
TEL: (321) 953-3300

CIVIL ENGINEER:

JAKE T. WISE, P.E.
2651 EAU GALLIE BLVD, SUITE A
MELBOURNE, FLORIDA 32935
TEL: (321) 610-1760
E-MAIL: JWISE@CEENGINEERING.COM

SURVEYOR:

AAL LAND SURVEYING SERVICES, INC.
3970 MINTON ROAD
WEST MELBOURNE, FL 32904
TEL: (321) 768-8110

LOCATION:

SECTION: 35
TOWNSHIP: 25
RANGE: 36E
PARCEL ID: 30-37-05-HF-1
TAX ACCOUNT NUMBER: 3000217

SETBACKS

FRONT: 25 FT
SIDE: 5 FT
REAR: 20 FT
SIDE CORNER: 15 FT

PROPOSED:

LOT COUNT:

50'x125' = 171 LOTS

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 (80%):	714,475	16.40	34
RIGHT-OF-WAY	204,552	4.70	10
RECREATIONAL AREA:	88,117	2.25	5
TOTAL IMPERVIOUS:	1,017,144	23.35	49
PERVIOUS:	734,458	16.86	35
POND:	338,657	7.77	16
TOTAL:	2,276,560	47.99	100

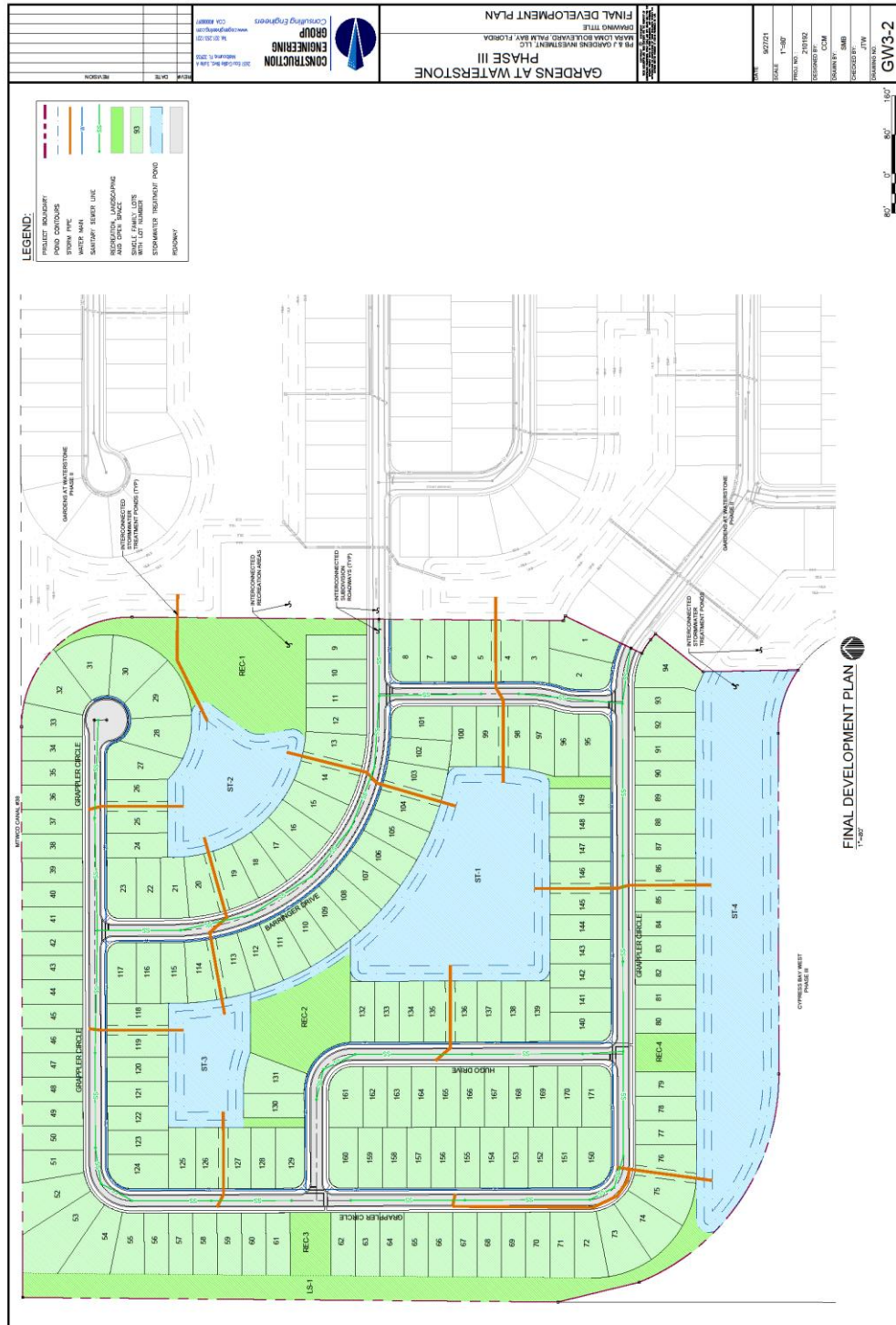
OPEN SPACE REQUIREMENTS:

OVERALL AREA (47.99 ACRES):

ON-SITE PONDS	9.00 AC	(75%)
OPEN SPACE:	1.70 AC	(9%)
RECREATION AREA:	2.81 AC	(14%)
PROVIDED:	13.51 AC	(100%)
REQUIRED (25% OF OVERALL AREAS):	12.00 AC	

Source: Final Development Plan, Construction Engineering Group, September 27, 2021. Note: Maximum building height is changed to 35'.

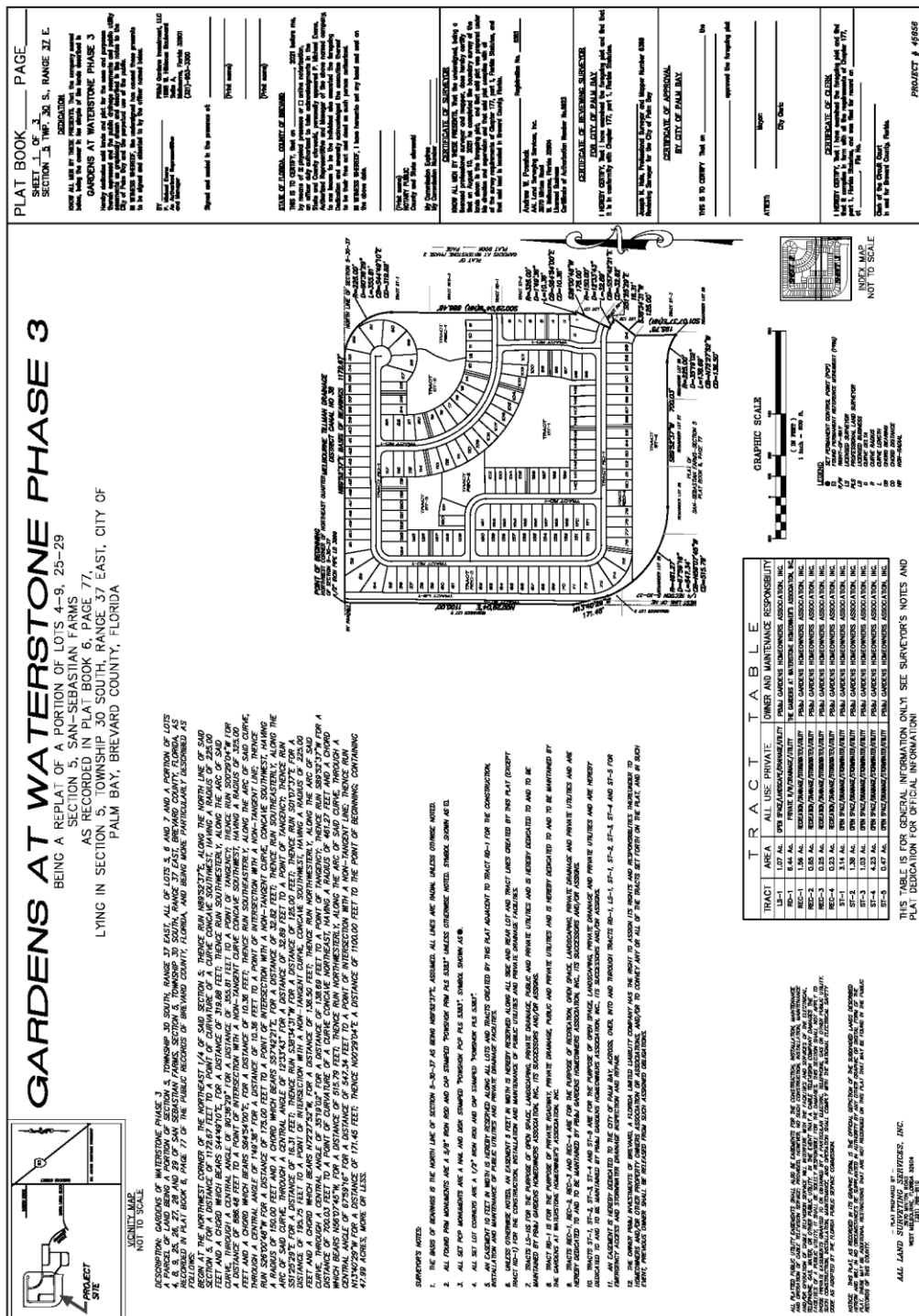
MAP D-1
PROPOSED FINAL DEVELOPMENT PLAN FOR GARDENS AT WATERSTONE 3 SUBDIVISION
(Large version provided by CEG to the City under separate Cover)



FINAL DEVELOPMENT PLAN NARRATIVE FOR GARDENS AT WATERSTONE PHASE 3

MAP D-2 PRELIMINARY PLAT

(Large version provided under separate cover by CEG)



DEVELOPMENT PHASING

Phase 3 will be built in one phase, building off of the Phase 1 and 2 extension of Mara Loma. Utilities, stormwater, and other needed infrastructure will commence first, followed by home construction.

DEVELOPMENT SCHEDULE

The project will commence upon receipt of construction plan approval as early as 2nd or 3rd quarter of 2022. Anticipated build out is estimated to be in 1 year, with approximately 18 per month. Primary open space and recreational amenities will be completed in Phase 1, followed by neighborhood 'pocket' passive parks in the Phase 2 and 3 (subject project). There is a planned 2.8 +/- acre neighborhood park in this phase.

CONSISTENCY WITH THE COMPREHENSIVE PLAN and FUTURE LAND USE MAP

Based upon my knowledge of the City's Comprehensive Plan and its contents, Gardens Final development plans are 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 amendments on the property. Those documents are on public record with the City and State Department of Economic Opportunity.

LAND USE

Map E uses the City's GIS system to depict the future land uses for the project which is all Single Family Residential (SFR). Gardens 3 is a single-family subdivision and continuation from Gardens Phase 1 and 2, including ancillary infrastructure, stormwater management, open space and recreational amenities. Stormwater or lands devoted to infrastructure can be done in any category. No land use changes are necessary. The Zoning is Planned Unit Development "PUD" awarded in 2005. Therefore, the project site and single family uses are in conformance with the City's Comprehensive Plan, Future Land Use Map and Existing Zoning Map.

MAP E
FUTURE LAND USE MAP FROM CITY WEBSITE

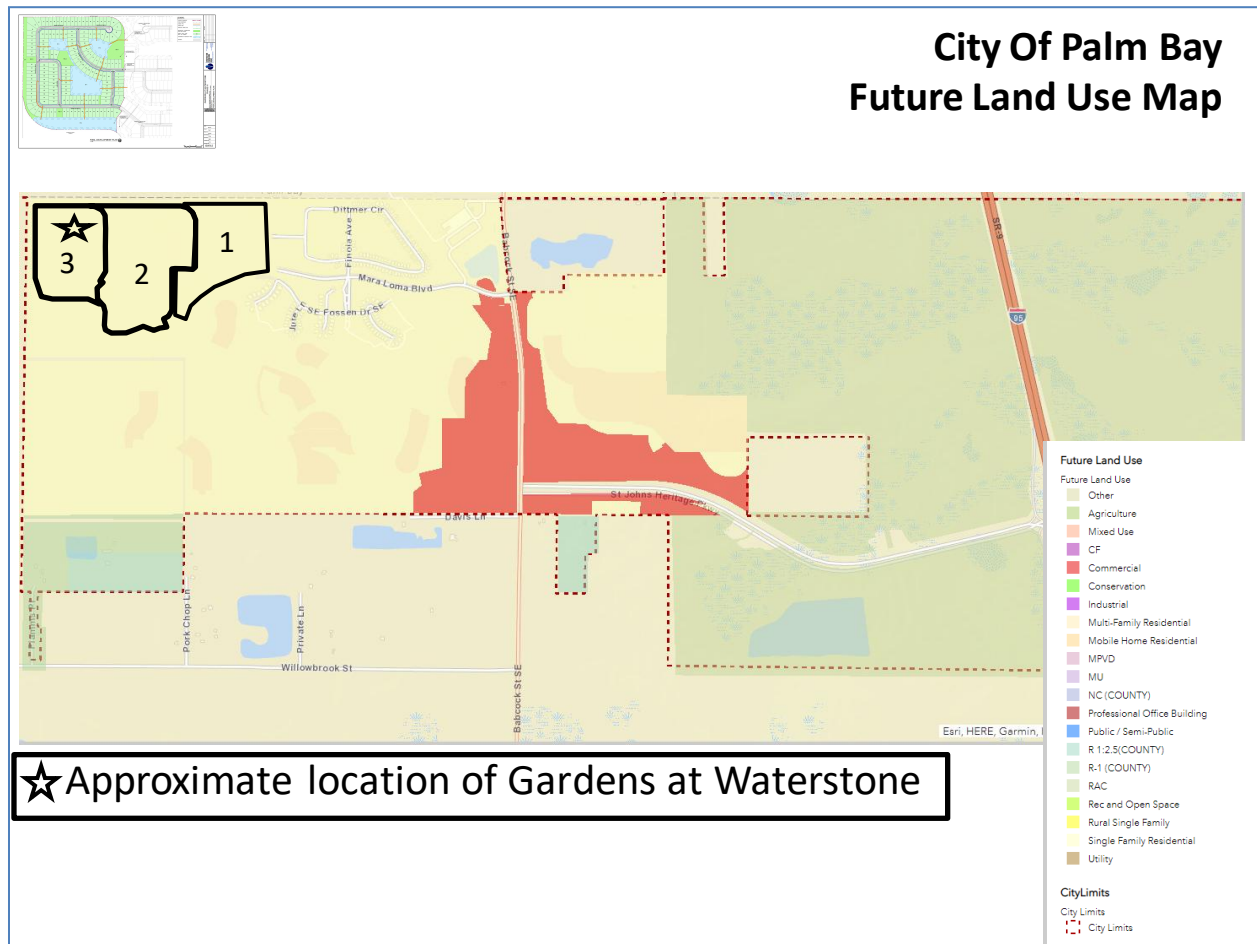


Figure 1 below also shows the land uses within the City's Study Area Boundary taken from the Comprehensive Plan in the City's website. Figure 2 shows the project is contained within the urban service boundary and also shows the historic location of the western St. Johns Heritage Parkway.

PB&J GARDENS INVESTMENT, LLC
FINAL DEVELOPMENT PLAN NARRATIVE FOR GARDENS AT WATERSTONE PHASE 3

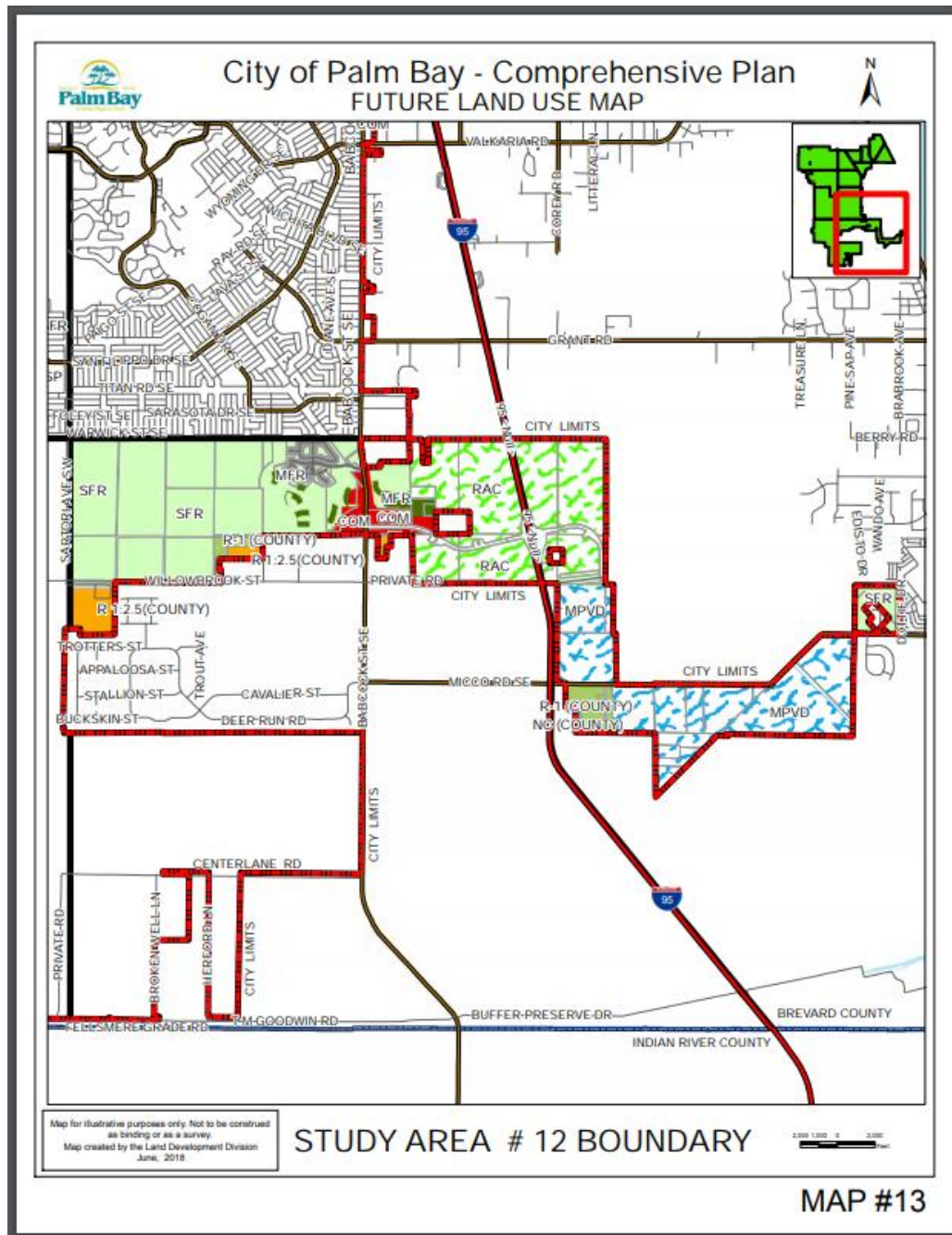


Figure 1: Future Land Use Map taken from the City's Comprehensive Plan on the City of Palm Bay Website, April, 2019

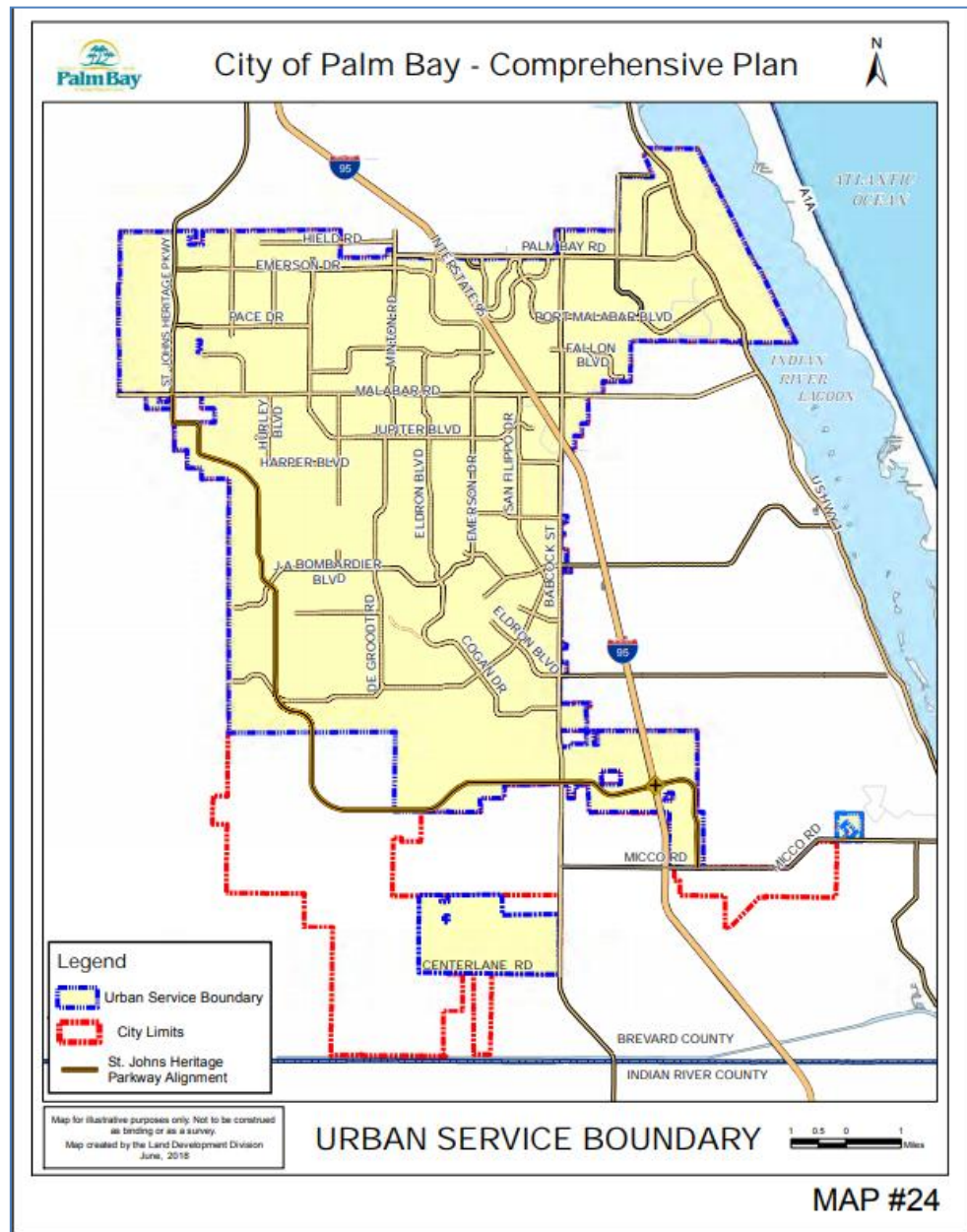


Figure 2 Urban Services Boundary Map adopted by the City in the EAR, October 2017; as shown on the City of Palm Bay website, April, 2019.

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.

- 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

A Citizen Participation Plan is provided with the application for Final Development Plan. 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 City water and wastewater. One additional lift station is proposed to be extended into the development from Mara Loma Boulevard to provide utility services for all the Gardens development. The City has long planned for an expansion to its wastewater plant and has made expansions to the water plant. The City recently approved the staff to proceed with planning/design/permitting of the expansion.

STORMWATER/DRAINAGE

Permit #96251-24 is shown as Figure 3. It is for a larger area than the 54 acres currently being applied for, which includes all phases of Gardens subdivision. All retention areas shall be owned and maintained by the residential homeowners association and shall be permitted through the Water Management District. The project will be designed to meet all pre and post development stormwater management as currently regulated by the various agencies and the City by obtaining all required permits.

ENVIRONMENTAL ISSUES

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.

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
Post Office Box 1429
Palatka, Florida 32178-1429

PERMIT NO: 96251-24 **DATE ISSUED:** April 26, 2018

PROJECT NAME: Waterstone at Palm Bay - Phase I

A PERMIT AUTHORIZING:
Authorization of a Stormwater Management System for Waterstone at Palm Bay - Phase I, a 101.37 - acre project to be constructed and operated as per plans received by the District on April 4, 2018.

LOCATION:
Section(s): 4 Township(s): 30S Range(s): 37E
Brevard County

Receiving Water Body:

Name	Class
Sottle Canal	III Fresh

ISSUED TO:
Waterstone Farms, LLC
235 West Dr
Melbourne, FL 32904-1043

The permittee agrees to hold and save the St. Johns River Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise from permit issuance. Said application, including all plans and specifications attached thereto, is by reference made a part hereof.

This permit does not convey to the permittee any property rights nor any rights or privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This permit may be revoked, modified or transferred at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes.

PERMIT IS CONDITIONED UPON:

See conditions on attached "Exhibit A", dated April 26, 2018

AUTHORIZED BY: St. Johns River Water Management District
Division of Regulatory Services


By: 
John Julianna
Regulatory Coordinator

Figure 3 SJRWMD Permit covering the proposed 44 acre project

- 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.

An environmental assessment and feasibility study was conducted by Jon Shepherd, Atlantic Environmental Services (AES) for Gardens Phase 1, 2, and 3 and their resulting report is attached to this narrative. In addition, a Caracara assessment was conducted and that report is included as well. Both of the reports noted are included by reference, and are on file with the City.

Their summary and recommendations from the environmental assessment states:

"Atlantic Environmental determined that the Property contains +143.72 acres of uplands, approximately 0.22 acres of SJRWMD wetlands (all contained within Phase III), and +1.86 acre of surface waters (in addition to the acreage of the on-site furrows that are included in the upland acreage above for the purposes of this report). The Property also has the potential to support protected wildlife. These natural resources must be addressed in the development process, through permitting, avoidance, mitigation, or some combination thereof.

As the next step in the development process as it relates to environmental issues, Atlantic Environmental recommends delineating the on-site wetland within Phase III. As development of this phase is not planned for quite some time, this task should be postponed until development of Phase III is imminent. In addition to the above task, Atlantic Environmental recommends conducting formal crested caracara survey on the Property to demonstrate that no caracara is nesting on the Property or within 985 feet of the Property. As you are aware, Atlantic Environmental is scheduled to initiate this survey in January 2021."

Map F-1 shows the location of the .22 acre wetland and overall conditions of the site.

The results of their Cara Cara study states:

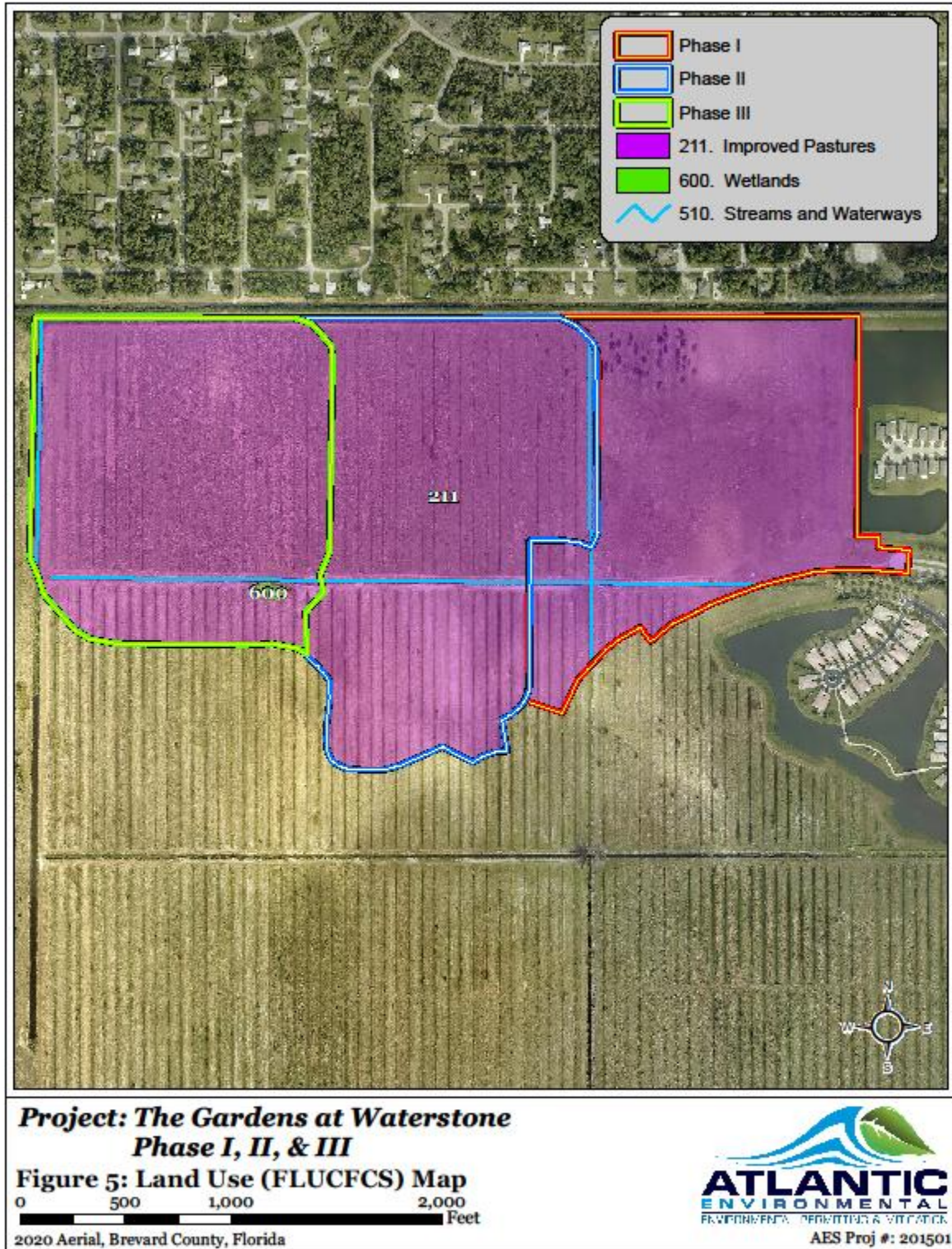
"Atlantic Environmental has conducted a formal Crested Caracara survey of The Gardens @ Waterstone Phase I, II, and III project site (as well as visual surveys of surrounding lands) according to the parameters approved by the FWC and FWS guidelines. Our survey identified consistent nesting behavior, sustained nesting, and one successful immature Crested Caracara. The survey data suggests that a small portion of The Gardens @ Waterstone Phase III will occur within an occupied Caracara nesting Primary zone, while the remaining portion of Phase III and

all of Phases I and II are located within the Secondary buffer zone. Crested Caracara activity occurred almost exclusively off-site to the west of Phase III of this project, on lands on the west side of a canal that is owned by others. This survey should be submitted to the regulatory agencies upon submittal of any development plan applications."

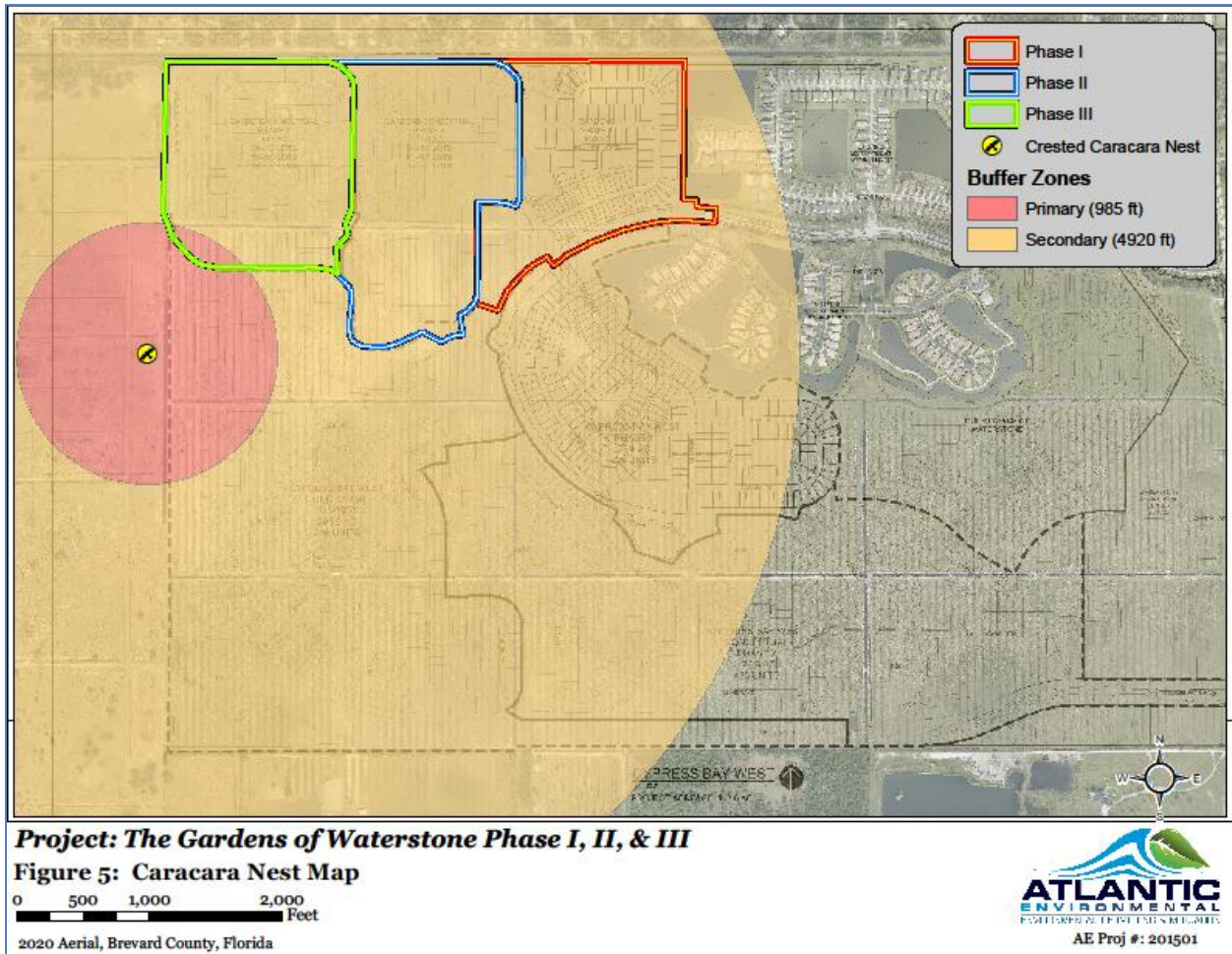
Map F-2 shows the location and impact/buffer areas for the Caracara.

Map F-1

Environmental Assessment Map from AES Report for Gardens at Waterstone



Map F-2
Caracara Nest Map



PB&J GARDENS INVESTMENT, LLC
FINAL DEVELOPMENT PLAN NARRATIVE FOR GARDENS AT WATERSTONE PHASE 3

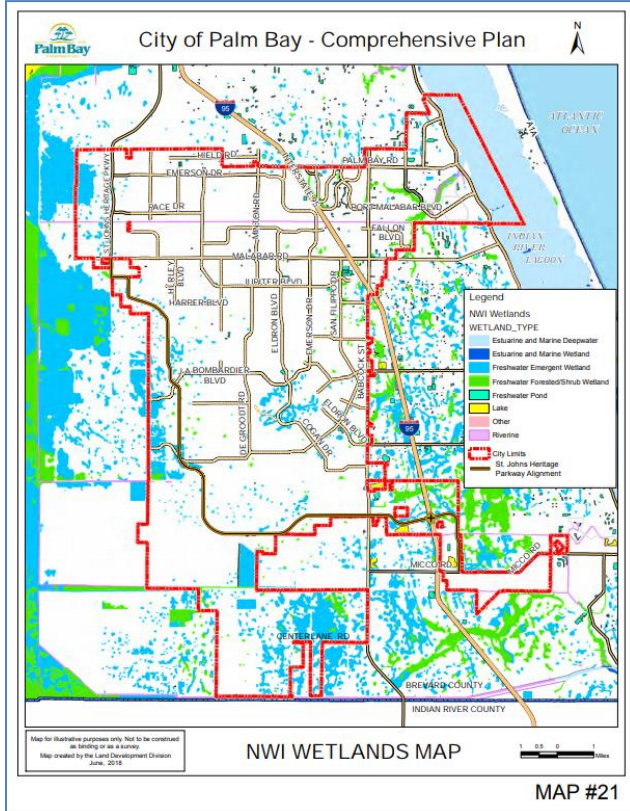


Figure 4 Comprehensive Plan Wetlands Map, dated June, 2018, taken from the City of Palm Bay's website, April, 2019

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.

To meet concurrency requirements, developers have agreed to design and install a traffic signal at Mara Loma and Babcock Street as a condition of approval of their Final Development Plan, based upon a recent warrant analysis done by Lassiter Transportation Group(LTG). The signal is scheduled to be in place prior to the final Certificate of Occupancy of Phase 2.

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. All of Gardens will be served by extending the existing Mara Loma Boulevard to the intersection of the new subdivision on Granger Circle. Mara Loma, as a 2 lane collector, has capacity and meets concurrency requirements to serve the new subdivision. The existing section of Mara Loma has been dedicated to the City and the Mara Loma extension is intended to be dedicated the City. All streets within the project are to be private and amenities will be maintained by the Gardens at Waterstone Homeowners Association, Inc.

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 be in a Flood Zone, the applicant will comply with FEMA requirements and obtain requisite permits.

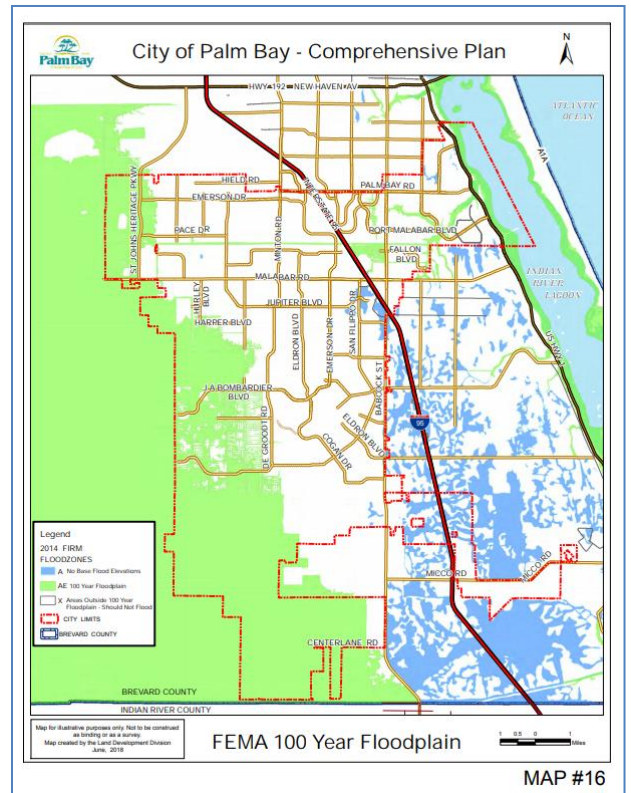


Figure 5 Comprehensive Plan FEMA 100 Year Floodplain Map,

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. The City is responsible for submitting the application and required Local Determination form to the School Board.

OPEN SPACE/RECREATION/AMENITIES

Gardens will have a neighborhood park, passive recreation areas, and interconnected meandering walking trails connecting the subdivision to Mara Loma and other future sections of the larger community all under control of the Gardens at Waterstone Homeowners Association, Inc. The recreation areas will be used by all homes in the Gardens at Waterstone Phases 1, 2, and 3. The neighborhood park within Gardens Phase 3 is 2.8 +/- acres, plus other open space, provides over 13 acres of total open space and recreation. The project contains almost 17 acres of pervious area. The park will be primarily passive, used for multi-purpose playing field, a dog park and other outdoor activities. All the residents will be using the Phase 1 pool and Cabana.

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 applicant 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.

Therefore, this entire PUD has been creatively designed to assure a diverse mix of residential units and styles with non-residential and commercial uses that serve the community and region. The Gardens

Deed restrictions will provide for specific uses, development standards, architectural and site design features, required landscaping/lighting/signage/materials, architectural review boards, maintenance, and the like. Draft Covenants are provided in the application package. The project has been designed to be consistent with the Comprehensive Plan and Land Development Codes, and compatible with the surrounding area.

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 171 single family homes on 50' (on average) by 125' lots, ancillary recreation, utilities, and infrastructure. Residential uses will be controlled by the Deed Restrictions submitted with the application for final development plan approval. A Homeowner's Association will provide for maintenance.

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 (35 feet)

Minimum Square Footage: Ground floor 1-story: 1,350 sf

Ground floor 2-story: 800 sf

Overall minimum square footage: 1,350

COMPATIBILITY WITH SURROUNDING AREA

The project is being placed on former groves and is a phase of a Master Planned community started in 2005. Heron Bay and the Lakes of Waterstone are 2 subdivisions that have been constructed containing 296 units. Homes on the Gardens lots will range from 1300 square feet minimum with values from \$225,000 to over \$350,000 depending on size and amenity packages. 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 PUD (2018) to the east. With over 1500 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 Gardens will be comparable to and compatible with the remaining subdivisions with the planned development in size, scale, character, intensity, and design as well.

COMFORMANCE WITH LAND DEVELOPMENT CODE (REVIEW CRITERIA)

All of the lands in Waterstone are zoned Planned Unit Development. The applications submitted for the Gardens project recognizes the expiration of the Waterstone at Palm Bay preliminary development plan as approved January 2018 and seeks to amend the 2005 Master Development Plan by obtaining approval of a new Final Development Plan for the specific area of the Gardens at Waterstone.

This document and narrative demonstrates how the Gardens 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, therefore, a rezoning is not required.

FINAL DEVELOPMENT PLAN COMFORMANCE WITH LAND DEVELOPMENT CODE (REVIEW CRITERIA)

The procedure for approval of the Final PUD is found in the City's Land Development Code section 185.067:

§ 185.067 PROCEDURE FOR SECURING APPROVAL OF A FINAL DEVELOPMENT PLAN. The developer shall have one (1) year from the approval of the preliminary development plan for a planned unit development zone in which to file a final development plan application. At the request of the developer, and for good cause shown, the City Council may extend the period required for the filing of the application for a time certain not to exceed one (1) year. The final development plan application may request approval for the entire planned unit development plan or any stage. If approval is not requested for the entire planned unit development, the developer shall have one (1) year from approval of the final development plan application to file another final development plan application for approval of any or all of the remaining stages specified in the preliminary development plan. At the request of the developer, and for good cause shown, the City Council may extend for a time certain not to exceed one (1) year, the period for the filing of the application.

(A) *Required exhibits.* The exhibits identified in § [185.066](#)(B)(2)(a) shall be attached to the final development plan application.

Response: The application was determined to be complete by the Growth Management Department.

(1) In addition to the requirements of (A) above, a boundary and topographic map shall be submitted and shall include the location, size and type of all trees (per the standards identified in [Chapter 180](#)).

(2) Development schedule. The development schedule shall contain the following information:

(a) The order of construction of the proposed stages delineated in the development plan.

Response: Gardens Phase 3 will be constructed as all one phase starting with the site development and infrastructure.

(b) The proposed date for the beginning of construction of such stages.

Response: Gardens Phase 3 is desired to start by the 4th quarter of 2022, but that may not be until the 1st quarter of 2023 depending on permits and City approval.

(c) The proposed date for the completion of construction on such stages.

Response: Build out is anticipated to be in 1 year.

(d) The proposed schedule for the construction and improvement of common open space within such stages, including any complementary buildings.

Response: Open space will be provided during the site development work.

(3) Deed restrictions. Deed restriction proposals to preserve the character of the common open space as set forth in § [185.064](#). The deed restrictions shall include a prohibition against partition by any residential property owner.

Response: Draft Deed restrictions are included with this submittal.

(4) Instruments dedicating all rights-of-way, easements and other public lands shown on the final development plan from all persons having any interest in the land.

NOTE: THESE ARE SHOWN ON THE PRELIMINARY PLAT ATTACHED TO THIS APPLICATION

(5) Title opinion. A title opinion from an attorney showing the status of the title to the site encompassed by the final development plan and all liens, encumbrances and defects, if any.

Response: The application was determined to be complete.

(B) *Procedure.*

(1) A fee as established by resolution pursuant to § 169.004 shall accompany the final development plan application for the purpose of administration, additionally, engineering, plat filing, necessary copies and travel fees will be incurred.

Response: The application included the required fee.

(2) The Planning and Zoning Board shall recommend the approval, approval subject to conditions, or disapproval of the final development plan with the preliminary development plan, **the sufficiency and accurateness of the required exhibits, and the requirements and purposes of this subchapter and any other applicable provision of this code of ordinances and any other regulation of the city.** The Planning and Zoning Board shall recommend the approval, approval subject to change, or denial of the final development plan.

Response: The Planning and Zoning Board will hear and recommend approval, approval with conditions, or denial of the project after a duly noticed public hearing. Their action will be forwarded to the City Council with the Staff Report.

A reiteration of the justification statement with the Planning Board Review criteria follows.

CHAPTER 185.066 PRELIMINARY DEVELOPMENT PLAN PROJECT JUSTIFICATION: COMPLIANCE WITH REVIEW CRITERIA TAKEN FROM THE CITY'S LAND DEVELOPMENT CODE ON AMERICAN LEGAL'S WEB-SITE.

This applications for Gardens at Waterstone Phase 3 Final PUD submittal included all the required documents and exhibits requested under the code. The Gardens at Waterstone is almost completely the same configuration as it was in 2005 and in 2018 when approved by the City Council.

185.066 (B) (5) Review criteria. The decision of the Planning and Zoning Board on the preliminary development plan application shall include the findings of fact that serve as a basis for its recommendation. In making its recommendation, the Planning and Zoning Board shall consider the following facts:

(a) Degree of departure of proposed planned unit development from surrounding residential areas in terms of character and density.

JUSTIFICATION: Gardens at Waterstone is part of an approved project and plan that was given Planned Unit Development Zoning in 2005. The project is west of the built subdivisions of Heron Bay and 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 running from Valkaria Road to Mara Loma Blvd, and 2600' feet of Mara Loma Blvd is constructed and dedicated. The Courtyards at Waterstone, approved in 2020, will be owned by the same developers and contain the same amenities and design features. Therefore, there is complete compatibility with the existing, approved, and planned future 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 original planned development, Gardens 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: Gardens will meet all required agency permitting processes and procedures and create no off-site drainage issues. Preliminary St. John's River Water Management District Permits have been received and are on file with the City. The other phases of the project by this and other developers have met all SJRWMD permitting requirements and are under construction.

(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 preliminary development plan.

JUSTIFICATION: The original Waterstone Development donated land for an elementary school, Sunrise Elementary, which is open and serving the public. There are no other schools to be provided by Waterstone. Gardens 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 #96251-24 gives conceptual approval to the master planned drainage system for the Gardens multiple phases on 101 acres. That permit is on public record and filed with the City. New permits will be obtained from all required agencies.

(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 project's residential areas will ultimately provide approximately 180 acres of recreational and open space amenities in both active and passive recreational areas. The Gardens will have 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. A 'Gardens at Waterstone Homeowners Owner's Association, Inc.' (HOA) will be responsible for operation and maintenance of the 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 Waterstone project will function on its own. Utilities installed by the owner to serve the existing Waterstone community will serve this project. The Gardens will have its own deed restrictions, HOA/POA, articles of incorporation and by-laws, permits, and 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 Technical Memorandum was prepared for the Courtyards submittal with the 2020 application and is on file with the City. It shows that when the Cypress Bay Residential

project of 400 is complete and the Gardens Phase 1 is complete, a traffic signal warrant study will be needed for the Mara Loma intersection with Babcock Street. In anticipation and advance of that, LTG was hired to conduct a warrant study to validate the need and timing of the signal. It has been approved and is under design and permitting. It is to be constructed prior to the last CO for a house in Phase 2. Brevard County is conducting a PDE for widening of Babcock Street. The new interchange and Parkway are open. There are adequate roadways to support the project.

(h) The availability and adequacy of water and sewer service to support the proposed planned unit development.

JUSTIFICATION: Gardens will utilize the lines provided for the existing Waterstone Communities and tie into the City's water and wastewater system. The City began long range planning in 2012 with its consultants Wade-Trim for the utility needs for the new communities planned for Northwest and Southern Palm Bay. 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/applicant'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, Gardens is planned to be a quality, integrated, creative development similar in style and value to the existing Waterstone and Bayside Lakes Subdivisions. Landscaped roads, themed signage, entry features, underground utilities, specialty lighting, 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 Gardens.

CONCLUSION

Several supporting documents are included in the Appendices. Exhibits required by the applications are under separate cover. Based upon my review of the documents, in my opinion, as a Fellow of the American Institute of Certified Planners, with 40 years of professional planning practice in the state of Florida, the proposed Gardens Final Development Plan is:

- **consistent with the Planned Unit Development Zoning Classification currently on the property,**

PB&J GARDENS INVESTMENT, LLC
FINAL DEVELOPMENT PLAN NARRATIVE FOR GARDENS AT WATERSTONE PHASE 3

- **consistent with the Comprehensive Plan,**
- **compliant with the City's land development code, and,**
- **compatible with the surrounding community.**

This narrative report, required by the application, is intended to serve as substantial competent evidence and testimony in all public hearings or proceedings related to the Gardens at Waterstone projects.

Respectfully submitted,



Rochelle W. Lawandales, FAICP
Waterstone Development Company, LLC

MAPS AND FIGURES

MAPS

MAP A:	GARDENS LOCATION MAP
MAP B:	CITY ZONING MAP
MAP C:	ORIGINAL PRELIMINARY DEVELOPMENT PLAN FOR WATERSTONE AT PALM BAY WITH APPROXIMATE LOCATION OF GARDENS
MAP D-1:	PROPOSED FINAL DEVELOPMENT PLAN
MAP D-2:	PRELIMINARY PLAT
MAP E:	CITY FUTURE LAND USE MAP
MAP F-1:	ENVIRONMENTAL ASSESSMENT MAP
MAP F-2:	CARACARA NEST MAP

FIGURES

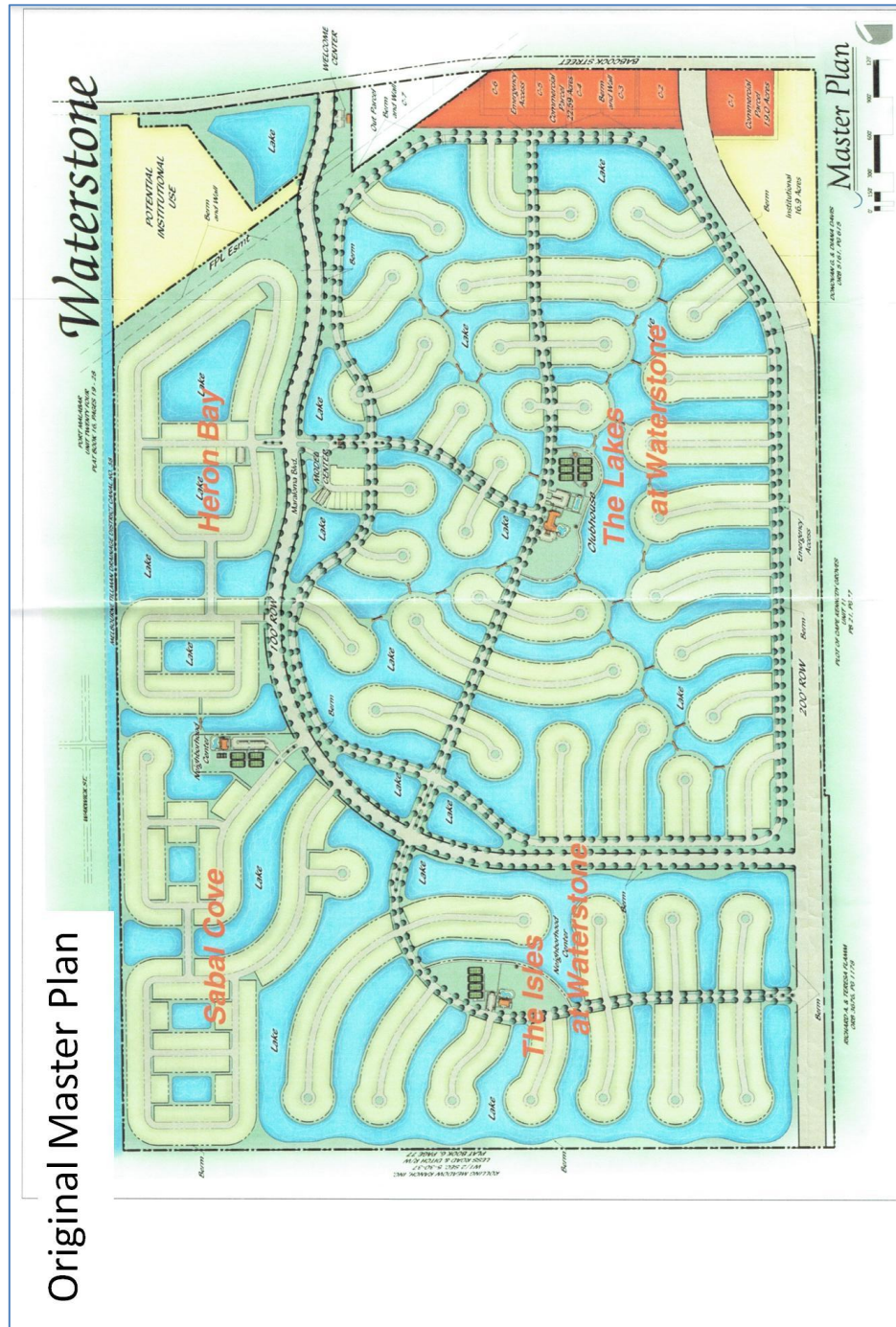
FIGURE 1	Future Land Use Map taken from the City's Comprehensive Plan on the City of Palm Bay Website, April, 2019
FIGURE 2	Urban Services Boundary Map adopted by the City in the EAR, October 2017; as shown on the City of Palm Bay website, April, 2019.
FIGURE 3	SJRWMD Permit covering the proposed 44 acre project
FIGURE 4	Comprehensive Plan Wetlands Map, dated June, 2018, taken from the City of Palm Bay's website, April, 2019
FIGURE 5	Comprehensive Plan FEMA 100 Year Floodplain Map, taken from the City of Palm Bay's website, April, 2019

APPENDICES

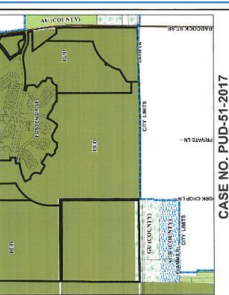
- 1. APPROVED PRELIMINARY DEVELOPMENT PLAN 2005 ESTABLISHING ZONING**
- 2. RESUME OF ROCHELLE W. LAWANDALES, FAICP**
- 3. ENVIRONMENTAL ASSESSMENT BY JON SHEPHERD, Atlantic Environmental of Florida, LLC, dated December 13, 2020 by reference, as it's on file with the City.**
- 4. CRESTED CARACARA SURVEY REPORT, BY JON SHEPHERD, Atlantic Environmental of Florida, LLC, dated May 5, 2021, by reference, as it's on file with the City.**

APPENDICES

1. APPROVED ORIGINAL MASTER PLAN

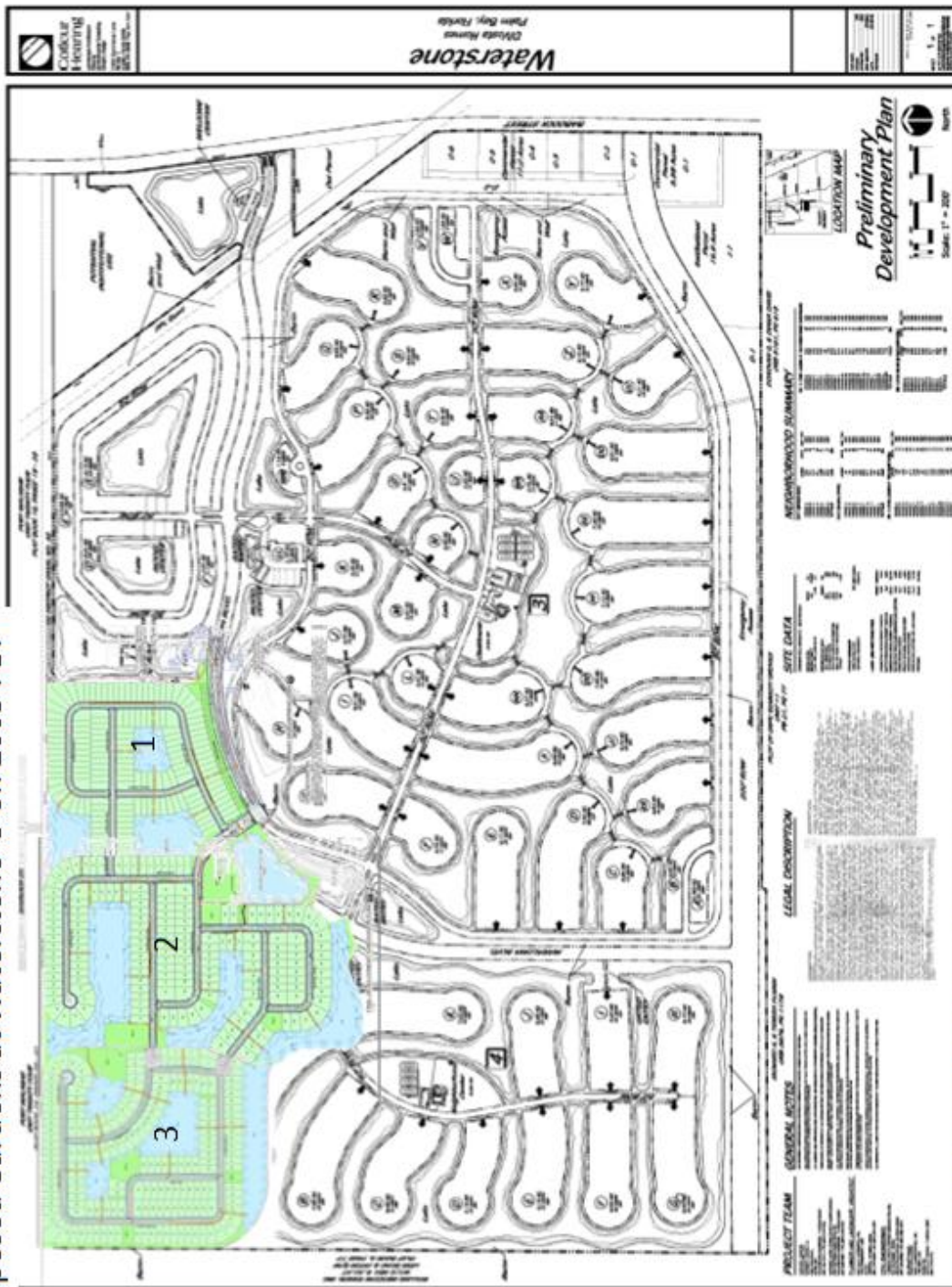


May 15, 2005 FINAL PUD Approval

<p>May 18, 2005</p> <p>Mr. Ben Jefferson City Manager Palm Bay, FL 32909</p> <p>Dear Mr. Jefferson:</p> <p>This letter is to officially notify you that the City Council of the City of Palm Bay, at its meeting on May 17, 2005, approved the final Planned Unit Development application for Waterstone Phase 3, located at the intersection of US Highway 1 and US Highway 101, in the City of Palm Bay, Florida.</p> <p>The approval by Council is subject to all staff comments being addressed prior to the recording of the plat.</p> <p>If you should have any questions or desire additional information, please contact Mr. Dave Winkler, Growth Management Director, at 735-3042.</p> <p>Sincerely,</p> <p><i>[Signature]</i> CITY OF PALM BAY Erikson Land Development Division Staff Report City Clerk</p> <p>Case No. PUD-20-2005</p>	<p>DATE: May 4, 2005 CASE: PUD-20-2005</p> <p>Palm Bay CITY OF PALM BAY</p> <p>LAND DEVELOPMENT DIVISION</p> <p>STAFF REPORT</p> <p>APPLICATION PROPOSAL: Planned Unit Development for Waterstone Phase 3 and Waterstone Commercial Center, Phase One PUD LOCATION: West of and adjacent to Railroad Street SE, south of and adjacent to Mulberry Street West Control Canal No. 18 APPLICANT: DIVONA HOMES, L.P. and Bayville Land Development Corporation</p> <p>SITE DATA PRESENT ZONING: AU, Agricultural Use and PUD, Planned Unit Development ACREAGE: 924.93 acres ± HUNTER: Maximum of 2 units per acre (overall)</p> <p>ADJACENT ZONING N - B-2, Single Family Residential District, home and vacant land S - AU, Agricultural Use and GP, General Use District, rural W - GU, General Use District, urban Required to be provided</p> <p>WATER & SEWER PUD Zone X, outside of 100-year flood zone, Flood Zone A and Flood Zone AE, and residential</p> <p>PAGE 3</p>	<p>CASE NO. PUD-20-2005 May 4, 2005</p> <p>PAGE 2</p> <p>BACKGROUND</p> <p>1. Preliminary Planned Unit Development is requested for Waterstone PUD.</p> <p>2. The property is located west of and adjacent to Railroad Street SE, south of and adjacent to Mulberry Street West Control Canal No. 18. The parcel contains 924.93 acres.</p> <p>3. The current zoning is PUD, Planned Unit Development District and AU, Agricultural Use (Brevard County). Surrounding zoning is as follows:</p> <p>North: B-2, Single Family Residential District East: GU, General Use District and AU, Agricultural Use (Brevard) South: GU, General Use District (Brevard) West: GU, General Use District (Brevard)</p> <p>3. The applicant is DIVONA HOMES, L.P. and Bayville Land Development Corporation.</p> <p>ANALYSIS</p> <p>1. The proposed development consists of 1,700 total units, with 1,014 single family lots and 686 townhomes. The development is located on a 924.93-acre site and is zoned AU, Agricultural Use and PUD, Planned Unit Development District. The development is located on a 924.93-acre site and is zoned AU, Agricultural Use and PUD, Planned Unit Development District. The development is located on a 924.93-acre site and is zoned AU, Agricultural Use and PUD, Planned Unit Development District.</p> <p>2. The natural streams, drainage and the contour area are to be maintained by the private owner. The development is located on a 924.93-acre site and is zoned AU, Agricultural Use and PUD, Planned Unit Development District. The development is located on a 924.93-acre site and is zoned AU, Agricultural Use and PUD, Planned Unit Development District.</p> <p>3. In order to receive Preliminary Planned Unit Development approval, the proposal must be reviewed by the City of Palm Bay. The City of Palm Bay is required to review the proposal and to provide a written report to the City of Palm Bay. The City of Palm Bay is required to review the proposal and to provide a written report to the City of Palm Bay.</p> <p>A. Additional information is required during final PUD approval for all residential subdivisions proposed.</p> <p>B. All lots must be divided with minimum width and area.</p> <p>C. Final deed restrictions must be submitted prior to record.</p> <p>D. Street names must be provided on the final PUD plat to record.</p> <p>E. Title opinion must be provided prior to recording.</p>	<p>Zoning Map</p>  <p>CASE NO. PUD-20-2005 Waterstone at Palm Bay</p>
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Resulted in PUD Zoning
Shown on City's GIS today

Proposed Gardens at Waterstone 3 on 2005 PDP



* Approximate location. Not to scale. Graphic exhibit only.

3. 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 2021-79

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, APPROVING A FINAL DEVELOPMENT PLAN TO BE KNOWN AS 'GARDENS AT WATERSTONE PHASE III' IN PUD (PLANNED UNIT DEVELOPMENT) ZONING; WHICH PROPERTY IS LOCATED IN THE VICINITY WEST OF MARA LOMA BOULEVARD AND SOUTH OF MELBOURNE TILLMAN WATER CONTROL DISTRICT CANAL 38, 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 171-unit residential subdivision to be known as 'Gardens at Waterstone Phase III' on property legally described herein as Exhibit 'A', has been made by Waterstone Farms, LLC, and

WHEREAS, the request was duly considered by the Planning and Zoning Board of the City of Palm Bay on November 15, 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 'Gardens at Waterstone Phase III' 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, incorporated herein as Exhibit 'B', being addressed upon submission of the administrative construction plans as follows:

- A. Fully engineered construction drawings;
- B. A Subdivision Plat meeting Chapter 177 of Florida State Statute requirements and a title opinion;
- C. The technical comments generated by the Development Review Staff, incorporated herein as Exhibit 'C', shall be observed and incorporated into the engineered construction drawings; and
- D. No roads shall 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 any roads would provide a public benefit and that current City of Palm Bay construction standards are met.

SECTION 3. The property shall be developed in substantial conformance with the Final Development Plan, which is, by reference, incorporated herein as Exhibit 'D', except as may be modified by the conditions of approval. The applicant shall comply with all provisions of the Code of Ordinances of the City of Palm Bay and all other state and federal rules, regulations, and statutes.

SECTION 4. 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: Waterstone Farms, LLC
Case: FD-47-2021

cc: (date) Brevard County Recording
Applicant
Case File

DESCRIPTION: GARDENS OF WATERSTONE PHASE 3

A PARCEL OF LAND BEING A PORTION OF SECTION 5, TOWNSHIP 30 SOUTH, RANGE 37 EAST, ALL OF LOTS 5, 6 AND 7 AND A PORTION OF LOTS 4, 8, 9, 25, 26, 27, 28 AND 29 OF SAN SEBASTIAN FARMS, SECTION 5, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 6, PAGE 77 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 5; THENCE RUN N89°52'37"E, ALONG THE NORTH LINE OF SAID SECTION 5, FOR A DISTANCE OF 1172.67 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWEST, HAVING A RADIUS OF 225.00 FEET AND A CHORD WHICH BEARS S44°49'10"E, FOR A DISTANCE OF 319.88 FEET; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°36'29" FOR A DISTANCE OF 355.81 FEET TO A POINT OF TANGENCY; THENCE RUN S00°29'04"W FOR A DISTANCE OF 886.48 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE CONCAVE SOUTHWEST, HAVING A RADIUS OF 325.00 FEET AND A CHORD WHICH BEARS S64°54'00"E, FOR A DISTANCE OF 10.36 FEET; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 1°49'36" FOR A DISTANCE OF 10.36 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN S26°00'48"W FOR A DISTANCE OF 175.00 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 150.00 FEET AND A CHORD WHICH BEARS S57°42'21"E, FOR A DISTANCE OF 32.82 FEET; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°33'43" FOR A DISTANCE OF 32.89 FEET TO A POINT OF TANGENCY; THENCE RUN S51°25'29"E FOR A DISTANCE OF 16.31 FEET; THENCE RUN S38°34'31"W FOR A DISTANCE OF 125.00 FEET; THENCE RUN S01°07'37"E FOR A DISTANCE OF 195.75 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 225.00 FEET AND A CHORD WHICH BEARS N72°27'52"W, FOR A DISTANCE OF 136.50 FEET; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 35°19'02" FOR A DISTANCE OF 138.69 FEET TO A POINT OF TANGENCY; THENCE RUN S89°52'37"W FOR A DISTANCE OF 700.03 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEAST, HAVING A RADIUS OF 461.27 FEET AND A CHORD WHICH BEARS N56°07'45"W, FOR A DISTANCE OF 515.79 FEET; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 67°59'16" FOR A DISTANCE OF 547.34 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN N13°40'29"W FOR A DISTANCE OF 171.45 FEET; THENCE N00°29'04"E A DISTANCE OF 1100.00 FEET TO THE POINT OF BEGINNING; CONTAINING 47.99 ACRES, MORE OR LESS.



STAFF REPORT

LAND DEVELOPMENT DIVISION

120 Malabar Road SE • Palm Bay, FL 32907 • Telephone: (321) 733-3042

landdevelopmentweb@palmabayflorida.org

Prepared by

Christopher Balter, Senior Planner

CASE NUMBER

FD-47-2021

PLANNING & ZONING BOARD HEARING DATE

November 15, 2021

PROPERTY OWNER & APPLICANT

Benjamin E. Jefferies - Waterstone Farms, LLC. Represented by Jake T. Wise P.E. of CEG, P. Michael Evans of PB&J Investments, and Rochelle Lawandales

PROPERTY LOCATION/ADDRESS

Part of Tract 1 of San Sebastian Farms, Section 5, Township 30, Range 37, Brevard County, Florida

SUMMARY OF REQUEST

Final Planned Unit Development approval for a 171-unit residential subdivision to be known as Gardens at Waterstone Phase 3 PUD.

Existing Zoning

PUD, Planned Unit Development

Existing Land Use

Single-Family Residential Use

Site Improvements

Vacant Unimproved Land (Former Orange Groves)

Site Acreage

47.99 acres

SURROUNDING ZONING & USE OF LAND

North

Melbourne-Tillman Drainage Canal No. 38

East

PUD; Gardens at Waterstone Phase 2; Undeveloped Land

South

PUD; Proposed Cypress Bay West Phase 3; Undeveloped Land

West

PUD; Rolling Meadow Lakes; Undeveloped Land (Brevard County)

COMPREHENSIVE PLAN COMPATIBILITY

The future land use designation of the subject property is Single-Family Residential Use. The development of a single-family planned unit development is compliant with the Single-Family Residential Use future land use designation. The proposed density is 3.56 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).

BACKGROUND:

The subject property is located in the vicinity west of Mara Loma Boulevard SE and south of Melbourne-Tillman Water Control District Canal No. 38. Specifically, a portion of Tract 1 of San Sebastian Farms Subdivision, Section 5, Township 30, Range 37, of Brevard County Florida. This Final PUD request includes approximately 47.99 acres of land.

In 2004 the subject property was annexed into the City via Ordinance 2004-35 as part of a larger property totaling 1,167 acres. The original Future Land Use amendment designated all of 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 or 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 (received Final Development Plan Approval) without this current application being counted are as follows: 1,866 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 residential subdivision called Gardens at Waterstone Phase III 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, this FDP proposes a 171-unit single-family development that will be constructed in one phase. Per the FDP, average lots within the residential development are 50' x 125'. The proposed minimum sized home is 1,350 square feet. There will be 1 access point off of the newly created Granger Circle, which connects to the newly extended Mara Loma Boulevard. All roads within the subdivision will be private. The Gardens at Waterstone Phase III will have passive recreation areas, and meandering walking trails connecting the subdivision to Mara Loma, and other future sections of the larger community, all under control of the Gardens at Waterstone Homeowners Association, Inc. The recreation areas will be used by all homes in the Gardens at Waterstone Phases 1, 2, and 3. There are 3 neighborhood parks within Gardens Phase 2, totaling 1.8 acres more or less. These will be primarily passive parks, used for multi-purpose playing fields, a dog park, and other outdoor activities. All the residents will have access to the Phase 1 pool and cabana.

Lastly, technical staff review comments are attached to this report.

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.
- No roads shall 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 any roads would provide a public benefit and that current City of Palm Bay construction standards are met.

STAFF RECOMMENDATION:

Case FD-47-2021 is recommended for approval, subject to the staff comments contained in this report.

TECHNICAL COMMENTS

CASE FD-47-2021 – GARDENS AT WATERSTONE PHASE 3 PUD

PUBILC WORKS (Mehul Parekh, PE, Public Works Director):

Engineering:

The intersection of Babcock Street at Mara Loma Boulevard will be constructed/installed by others at the time of build out Cypress Bay West Phase III.

Calculations shall be provided for review of intersections outside the scope of the 2017 traffic study that have been identified by staff as faili

LOS upon build out of Gardens at Waterstone Ph 1,2 and 3 and CB West 1 and 2 or before build out of these subdivisions.

Proportionate fair share calculations shall be provided for all intersection improvements as discussed above that are warranted prior to build out of CBWest 3. These calculations shall be approved by staff prior to Certificate of Completion issuance.

All stormwater management requirements shall be met in accordance with Ch. 373 F.S. and Ch 62-330 F.A.C. as required. Meeting the SWM Ordinance Ch 174.071 would presume State Code and Law and local agency rules are met.

D/W and Right of way utilities:

1. Drainage easement dedicated to the City of Palm Bay for emergency maintenance but not responsibility to maintain the system. The easement shall be provided to the point of discharge of project.
2. Verify off-site drainage condition at canal connection and update and upgrade for proposed use.

Survey:

1. All roads to be private. No dedication to the public.
2. Due to the site being part of a large Master Drainage Plan, Cross Development Drainage Agreements will need to be shown on the plat.
3. As stated in Surveyor's Note #11, City will be granted emergency access to Drainage Facilities, if necessary. Additionally, text to the effect that if repairs are done the HOA will be charged.
4. Surveyor's Note #1. Please separate the two statements. They are not related.
5. Please list the exception before the nominal situation. i.e. Unless otherwise noted, all lines are radial.

6. Surveyor's Note #2. Please list the exception before the nominal situation. "Unless otherwise noted, all PRM monuments..."
7. All PRMs, except those landing on impermeable surface are to be 4X4 monuments. Per F.S. Chapter 177. 177.031 (15) (a) "Consist of a metal rod having a minimum length of 18 inches and a minimum cross-section area of material of 0.2 square inches. In certain materials, encasement in concrete is optional for stability of the rod. When used, the concrete shall have a minimum cross-section area of 12.25 square inches and be a minimum of 24 inches long." The City is requiring the optional encasement due to the sandy and loose nature of the soil (sand).
8. Please use the legal names of the Mayor and City Clerk in the Certificate of Approval.
9. \$620 Check will be required prior to final plat review.
10. Further comments to follow at final plat review.

UTILITIES (Christopher Little, PE, 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 [§ 200.11(d)(1) - On-site Facilities]. At this time the nearest point of connection to the mainline water distribution system is a 16" PVC pipe on the South side of Mara Loma Blvd. The nearest point of connection to the mainline wastewater collection system force main is a 8" PVC pipe on the North side of Mara Loma Blvd Intersection.
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 [§ 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. The City's sanitary sewer system is currently at maximum capacity at this location. Sewer service will be readily available to the development once the following conditions are met.

(1) A sanitary force main extension must be completed from the point of connection to the CITY'S existing 16" force main, located on the east side of Cogan Drive near Paigo Street SE and Canal C-41R, to the Emerald Lakes West Development. The pipe size and alignment will be coordinated with the CITY. The installer of the force main extension is currently unknown. Oversizing obligations and reimbursements, if any, will be coordinated with the installer.

(2) The construction of the 1.0 MGD South Regional Water Reclamation Facility, located at the South Regional Utilities Campus and being constructed at the expense of the CITY, must be substantially complete and accepting raw sewage for treatment. It is anticipated that this date will occur during the 3rd quarter of 2022. Note that the timing for acceptance of raw sewage for treatment is subject to change due to extenuating

circumstances, including but not limited to contractor delays, availability of construction materials, other COVID-related delays, etc.

4. 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.

5. 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.

6. 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.

BUILDING-FIRE (Michael Bloom, CFPS, Fire Plans Examiner):

1. Subdivisions shall meet all requirements of the currently adopted Florida Fire Prevention Code (FFPC) 7th edition, Florida Administrative Code (FAC) Florida State Statute (FSS) and City of Palm Bay Ordinances (COPBO).

2. (FFPC 1:18.4.5.1.1) The minimum fire flow and flow duration requirements for one- and two-family dwellings having a fire flow area that does not exceed 5000 ft²(464.5 m²) shall be 1000 gpm (3785 L/min) for 1 hour.

3. (FFPC 1-18.4.5.2.1) Fire flow and flow duration for one- and two-family dwellings having a fire flow area in excess of 5000 ft² (334.5 m²) shall not be less than that specified in Table 18-4.5.1.2.

BUILDING-FLOODZONE (James Williams, CFM, Floodplain Coordinator):

Floodzone X, No FEMA CLOMR/LOMR application required.

GARDENS AT WATERSTONE PHASE III

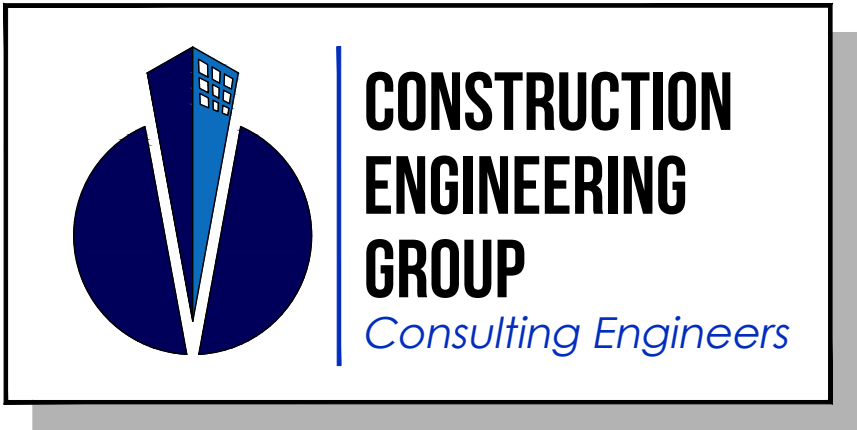
FINAL DEVELOPMENT PLAN

PALM BAY, FL

DATE:
SEPTEMBER 27, 2021
PREPARED FOR:
PB&J GARDENS INVESTMENT, LLC

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF SECTION 5, TOWNSHIP 30 SOUTH, RANGE 37 EAST, ALL OF LOTS 5, 6, 7 AND A PORTION OF LOTS 4, 8, 9, 25, 26, 27, 28, AND 29 OF SAN SEBASTIAN FARMS, SECTION 5, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 6, PAGE 77 OF PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGIN AT THE NORTHWEST CORNER OF THE NORTHEAST ¼ OF SAID SECTION 5; THENCE RUN N89°52'37"E, ALONG THE NORTH LINE OF SAID SECTION 5, FOR A DISTANCE OF 1,172.67 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWEST, HAVING A RADIUS OF 225.00 FEET AND A CHORD WHICH BEARS S44°49'10"E, FOR A DISTANCE OF 319.88 FEET; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°36'29" FOR A DISTANCE OF 355.81 FEET TO A POINT OF TANGENCY; THENCE RUN S0°29'04"W FOR A DISTANCE OF 886.48 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE CONCAVE SOUTHWEST, HAVING A RADIUS 325.00 FEET AND A CHORD WHICH BEARS S64°54'00"E, FOR A DISTANCE OF 10.36 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN S26°00'48"W FOR A DISTANCE OF 175.00 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN S26°00'48"W FOR A DISTANCE OF 175.00 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 150.00 FEET AND A CHORD WHICH BEARS S57°42'21"E, FOR A DISTANCE OF 32.82 FEET; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°33'43" FOR A DISTANCE OF 32.89 FEET TO A POINT OF TANGENCY; THENCE RUN S51°25'29"E FOR A DISTANCE OF 16.31 FEET; THENCE RUN S38°34'31"W FOR A DISTANCE OF 125.00 FEET; THENCE RUN S01°07'37"E FOR A DISTANCE OF 195.75 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 225.00 FEET AND A CHORD WHICH BEARS N72°27'52"W, FOR A DISTANCE OF 136.50 FEET; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 35°19'02" FOR A DISTANCE OF 138.69 FEET TO A POINT OF TANGENCY; THENCE RUN S89°52'37"W FOR A DISTANCE OF 700.03 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEAST, HAVING A RADIUS OF 461.28 FEET AND A CHORD WHICH BEARS N56°07'45"W, FOR A DISTANCE OF 515.79 FEET; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 67°59'16" FOR A DISTANCE OF 547.34 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN N13°40'29"W FOR A DISTANCE OF 171.45 FEET; THENCE RUN N00°29'04"E A DISTANCE OF 1100.00 FEET TO THE POINT OF BEGINNING; CONTAINING 47.99 ACRES, MORE OR LESS.



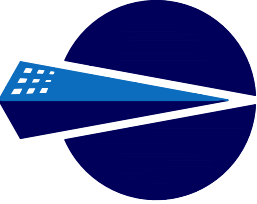
LOCATION MAP
NTS

PROJECT DATA:

GENERAL STATEMENT: THE PROPOSED PROJECT CONSISTS OF INFRASTRUCTURE AND SITE IMPROVEMENTS TO ACCOMMODATE A 171 LOT SINGLE FAMILY RESIDENTIAL SUBDIVISION INCLUDING RECREATION/OPEN SPACE, ROADWAYS, SIDEWALKS, LANDSCAPING, WATER, SEWER AND STORMWATER SYSTEMS.																																			
DEVELOPER: PB&J GARDENS INVESTMENT, LLC P. MICHAEL EVANS 1698 W. HIBISCUS BLVD. SUITE A MELBOURNE, FL 32901 TEL: (321) 953-3300		CIVIL ENGINEER: JAKE T. WISE, P.E. 2651 EAU GALLIE BLVD, SUITE A MELBOURNE, FLORIDA 32935 TEL: (321) 610-1760 E-MAIL: JWWISE@CEENGINEERING.COM																																	
SURVEYOR: AAL LAND SURVEYING SERVICES, INC. 3970 MINTON ROAD WEST MELBOURNE, FL 32904 TEL: (321) 768-8110		LOCATION: SECTION: 35 TOWNSHIP: 25 RANGE: 36E PARCEL ID: 30-37-05-HF-1 TAX ACCOUNT NUMBER: 3000217																																	
SETBACKS FRONT: 25 FT SIDE: 5 FT REAR: 20 FT SIDE CORNER: 15 FT		LOT COUNT: 50'x125' = 171 LOTS MAXIMUM BUILDING HEIGHT: 2 STORY: 25 FT MINIMUM WIDTHS: SIDEWALKS: 5 FT RIGHT-OF-WAY WIDTH: 50 FT																																	
CALCULATED STORMWATER BASIN COVERAGE:																																			
<table><tr><th>IMPERVIOUS:</th><th>SF</th><th>ACRE</th><th>PERCENT</th></tr><tr><td>RESIDENTIAL (60%):</td><td>714,475</td><td>16.40</td><td>34</td></tr><tr><td>RIGHT-OF-WAY</td><td>204,552</td><td>4.70</td><td>10</td></tr><tr><td>RECREATIONAL AREA:</td><td>98,117</td><td>2.25</td><td>5</td></tr><tr><td>TOTAL IMPERVIOUS:</td><td>1,017,144</td><td>23.35</td><td>49</td></tr><tr><td>PERVIOUS:</td><td>734,458</td><td>16.86</td><td>35</td></tr><tr><td>POND:</td><td>338,657</td><td>7.77</td><td>16</td></tr><tr><td>TOTAL:</td><td>2,276,560</td><td>47.99</td><td>100</td></tr></table>				IMPERVIOUS:	SF	ACRE	PERCENT	RESIDENTIAL (60%):	714,475	16.40	34	RIGHT-OF-WAY	204,552	4.70	10	RECREATIONAL AREA:	98,117	2.25	5	TOTAL IMPERVIOUS:	1,017,144	23.35	49	PERVIOUS:	734,458	16.86	35	POND:	338,657	7.77	16	TOTAL:	2,276,560	47.99	100
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POND:	338,657	7.77	16																																
TOTAL:	2,276,560	47.99	100																																
OPEN SPACE REQUIREMENTS:																																			
OVERALL AREA (47.99 ACRES):																																			
ON-SITE PONDS		9.00 AC	(75%)																																
OPEN SPACE:		1.70 AC	(9%)																																
RECREATION AREA:		2.81 AC	(14%)																																
PROVIDED:		13.51 AC	(100%)																																
REQUIRED (25% OF OVERALL AREAS):		12.00 AC																																	

2651 Eau Gallie Blvd., Suite A
Melbourne, FL 32935
Tel: 321.253.1221
www.ceengineering.com
COA #008697

CONSTRUCTION
ENGINEERING
GROUP
Consulting Engineers



GARDENS AT WATERSTONE
PHASE III
PB & J GARDENS INVESTMENT, LLC
MARIA LOMA BOULEVARD, PALM BAY, FLORIDA
DRAWING TITLE
FINAL DEVELOPMENT PLAN

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DATE	9/27/21
SCALE	NTS
PROJ. NO. :	210192
DESIGNED BY:	CCM
DRAWN BY:	SMB
CHECKED BY:	JTW
DRAWING NO.	GW3-1



PROJECT BOUNDARY

POND CONTOURS

STORM PIPE

WATER MAIN


SANITARY SEWER LINE

RECREATION, LANDSCAPING
AND OPEN SPACE

SINGLE FAMILY LOTS
WITH LOT NUMBER

STORMWATER TREATMENT POND

ROADWAY

		CONSTRUCTION ENGINEERING GROUP		2651 East Galle Blvd., Suite A Westbourne, FL 32735	
		<i>Consulting Engineers</i>		Tel: 321.251.1221 www.ceengineering.com COA #0026597	
GARDENS AT WATERSTONE PHASE III				FINAL DEVELOPMENT PLAN	
PB & J GARDENS INVESTMENT, LLC MARIA LOMA BOULEVARD, PALM BEACH, FLORIDA				DRAWING TITLE	
<small>COPYRIGHT © 2014 BY CONSTRUCTION ENGINEERING GROUP, INC. ALL RIGHTS RESERVED. NO PART OF THIS DOCUMENT MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT PERMISSION IN WRITING FROM CONSTRUCTION ENGINEERING GROUP, INC. THIS DOCUMENT IS THE PROPERTY OF CONSTRUCTION ENGINEERING GROUP, INC. AND SHALL REMAIN THE PROPERTY OF CONSTRUCTION ENGINEERING GROUP, INC. IF SPECIFIC PROJECT NOTES OR REVISIONS, ANY REVISIONS, MODIFICATIONS OR ADDITIONS TO THIS DOCUMENT, ARE MADE, THE USER SHALL BE RESPONSIBLE FOR OBTAINING THE LATEST EDITION OF THIS DOCUMENT. THE USER SHALL BE RESPONSIBLE FOR OBTAINING THE LATEST EDITION OF THIS DOCUMENT. THE USER SHALL BE RESPONSIBLE FOR OBTAINING THE LATEST EDITION OF THIS DOCUMENT.</small>					
DATE		9/27/21			
SCALE		1"=80'			
PROJ. NO. :		210192			
DESIGNED BY:		CCM			
DRAWN BY:		SMB			
CHECKED BY:		JTW			
DRAWING NO.		GW3-2			



A graphic scale bar with four segments. The first segment is black and labeled '80'' above it. The second segment is white and labeled '0'' above it. The third segment is black and labeled '80'' above it. The fourth segment is white and labeled '160'' above it.

NOTE: LIFT STATION IN PREVIOUS PHASE.

GW3-3



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: 12/2/2021

RE: Resolution 2021-68, amending Resolution 2003-61, by granting modification to the conditional use to allow expansion for an automated warehouse in CC (Community Commercial District) zoning, on property located south of and adjacent to Malabar Road, in the vicinity between Holiday Park Boulevard and Cassia Avenue (28.97 acres) (Case CU-42-2021, Wal-Mart Stores East L.P.) (Quasi-Judicial Proceeding)

Wal-Mart Stores East LP (Andrew J. Petersen, P.E., Bowman Consulting, Rep.) has submitted for an amendment to an existing Conditional Use and binding site plan to allow expansion for an automated warehouse in a CC, Community Commercial District. The property is located south of and adjacent to Malabar Road SE, in the vicinity east of Corporate Way SE.

In 2003, the Wal-Mart was approved by City Council as a Planned Commercial Development subject to a binding site plan (Resolution 2003-61). Any substantial change to the site plan requires an amendment. The site has since been modified to allow a Sonic Drive-thru Restaurant (Resolution 2015-54), and the applicant is currently proposing to construct a 27,562 square-foot automated warehouse expansion on the east side of the Wal-Mart store.

The overall site is currently served by a signalized intersection in the northwest portion of the property. No driveway modifications are proposed, and there is a sufficient amount of parking spaces. A lighting and photometric plan will be required during the administrative site plan review.

City Council has the authority to impose additional and justifiable safeguards, and/or conditions, to ensure that the facility operates safely and harmoniously with its surroundings.

REQUESTING DEPARTMENT:

Growth Management

RECOMMENDATION:

Motion to approve Case CU-42-2021, subject to the staff comments contained in the staff report.

Planning and Zoning Board Recommendation:

Planning and Zoning Board minutes are not fully transcribed at this time; the following is an excerpt:

Motion to submit Case CU-42-2021 to City Council for approval, subject to the staff comments contained in the staff report.

Motion by Mr. Boerema, seconded by Mr. Warner. Motion carried with members voting as follows:

Aye: Weinberg, Jordan, Boerema, Boothroyd, Hill, Maragh, Warner.

ATTACHMENTS:

Description

Case CU-42-2021 - Staff Report

Case CU-42-2021 - Concept Plan

Case CU-42-2021 - Architectural Elevations

Case CU-42-2021 - Narrative

Case CU-42-2021 - Application

Resolution 2021-68

Resolution 2021-68, Exhibit A

Resolution 2021-68, Exhibit B



STAFF REPORT

LAND DEVELOPMENT DIVISION

120 Malabar Road SE • Palm Bay, FL 32907 • Telephone: (321) 733-3042

landdevelopmentweb@palmabayflorida.org

Prepared by

Christopher Balter, Senior Planner

CASE NUMBER

CU-42-2021

PLANNING & ZONING BOARD HEARING DATE

November 15, 2021

PROPERTY OWNER & APPLICANT

Wal-Mart Stores East, L.P. (Represented by Andrew Petersen P.E. of Bowman Consulting)

PROPERTY LOCATION/ADDRESS

Lot 1 of the Wal-Mart at Palm Bay subdivision, Section 5, Township 29, Range 37, Brevard County, Florida. Specifically, 1040 Malabar Road SE

SUMMARY OF REQUEST

Amendment to an existing Conditional Use and binding site plan to allow expansion for an automated warehouse in a CC, Community Commercial District.

Existing Zoning

CC, Community Commercial District

Existing Land Use

Commercial Use

Site Improvements

Existing Wal-Mart Store

Site Acreage

28.97 acres

SURROUNDING ZONING & USE OF LAND

North

CC, Community Commercial; Malabar Road SE

East

CC, Community Commercial, Home Depot

South

RS-1, Single-Family Residential, Single-Family Homes

West

CC, Community Commercial, Sonny's BBQ

COMPREHENSIVE PLAN

COMPATIBILITY

Yes

BACKGROUND:

The subject property is located south of and adjacent to Malabar Road SE, in the vicinity east of Corporate Way SE. Specifically, Lot 1 of the Wal-Mart at Palm Bay subdivision, Section 5, Township 29, Range 37, of Brevard County Florida. This store expansion includes approximately 1.19 acres of the 29-acre site.

Wal-Mart was approved by City Council on November 6, 2003 (via Resolution No. 2003-61) as a Planned Commercial Development. Approval of the Resolution was contingent upon the site being developed according to a binding site plan. Any substantial modification(s) to the site must go back before the Planning and Zoning Board and City Council, for approval to modify this Resolution.

On December 14, 2014, City Council approved Resolution No. 2014-43 (Case No. CU-23-2014), which was a proposal to construct a stand-alone liquor store in the NW portion of the Wal-Mart parking lot. Although that project was approved by Council, Wal-Mart decided not to build the store and did not achieve site plan approval. Instead, they entered into an agreement with Treasure Coast Restaurants, and a Sonic restaurant drive-thru service was constructed in the same location conditioned upon the original approval of this facility

ANALYSIS:

The proposed request is to construct a 27,562 square foot automated warehouse expansion onto the east side of the existing store.

CODE REQUIREMENTS:

To be granted conditional use approval, requests are evaluated upon items (A) through (I) of the General Requirements and Conditions of Section 185.087 of the Code of Ordinances. A review of these items is as follows:

Item (A): Adequate ingress and egress may be obtained to and from the property, with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or other emergencies.

The overall site is currently served by a signalized intersection in the NW portion of the property. There are additional access points on Malabar Road SE and Corporate Way SE. Joint access driveways connect Wal-Mart with Sonny's to the west and Home Depot to the east. All driveways meet the width requirements and no modifications to any have been proposed

Item (B): Adequate off-street parking and loading areas may be provided, without creating undue noise, glare, odor, or other detrimental effects upon adjoining properties.

Wal-Mart was applied at a ratio of 1 space per 250 square feet of gross floor area. In February 2020 the parking code was revised for big-box retailers based on current trends. Thus, the existing store at 203,867 square feet plus the expansion of 27,562 square feet equals 231,429 square feet divided by 400 square feet equals a total of 578 required spaces. The site currently has 1,025 spaces. The expansion will result in a net loss of 35 spaces. The result is the provision of 990 spaces, which will far exceed the minimum required by the City's Parking Code.

Item (C): Adequate and properly located utilities are available or maybe reasonably provided to serve the proposed development.

The building will be required to connect to the city's water and sewer system as these services are available to the site. The property is currently serviced by Florida Power and Light. Any additional upgrades will be required to be designed, permitted, installed, and inspected at the developer's cost.

Item (D): Adequate screening and/or buffering will be provided to protect and provide compatibility with adjoining properties.

The proposed site is bordered to the north by an existing road and surrounded by the Wal-Mart parking area on the north, south, and east. The residential property on the north side of Malabar is separated by a 6-lane roadway, which is divided by a raised median. Residential land to the south is buffered by an existing retention pond, a 15-foot-tall concrete wall, and the existing Wal-Mart Store. Developed commercial properties exist to the east and west of the Wal-Mart property. No additional screening and/or buffering appears warranted.

Item (E): Signs, if any, and proposed exterior lighting will be so designed and arranged to promote traffic safety and to eliminate or minimize any undue glare, incompatibility, or disharmony with adjoining properties.

No signs are shown on the drawing and a lighting plan was not provided. It shall be noted that City codes require any lighting to be shielded and/or directed downward to avoid creating a nuisance to adjacent properties. During the administrative site plan review a lighting and photometric plan will be required.

Item (F): Yards and open spaces will be adequate to properly serve the proposed development and to ensure compatibility with adjoining properties.

The yards and open space requirements of the Zoning Code have been met.

Item (G): The proposed use will not constitute a nuisance or hazard because of the number of persons who will attend or use the facility, or because of vehicular movement, noise, fume generation, or type of physical activity.

Staff was unable to determine any concerns with respect to this item, pending review of the vehicular interaction with the adjacent driveway.

Item (H): The use as proposed for development will be compatible with the existing or permitted uses of adjacent properties.

The “use” is permitted, and the site is surrounded by like commercial intensities, with ample buffering to the south.

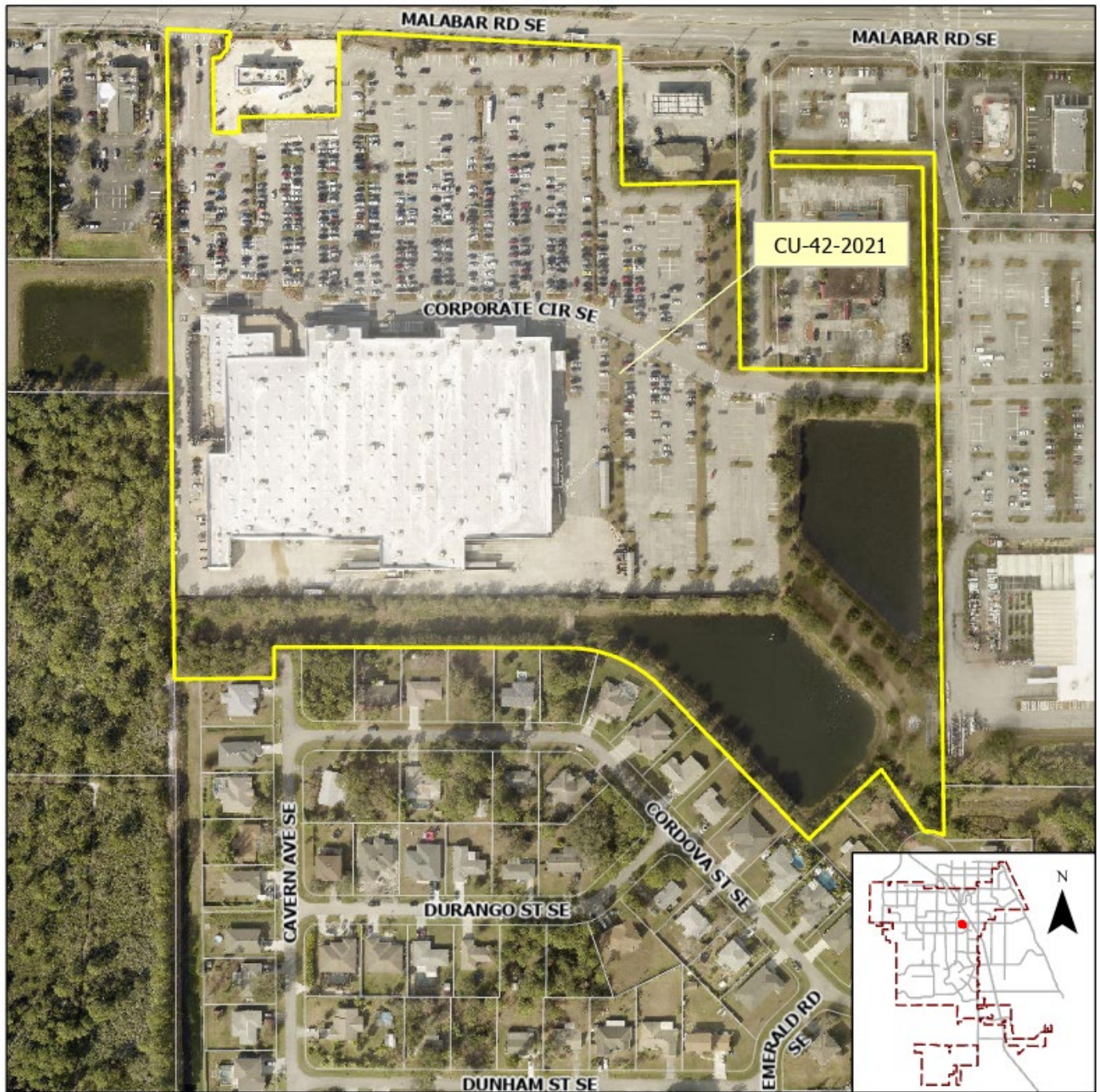
Item (I): Development and operation of the proposed use will be in full compliance with any additional conditions and safeguards which the City Council may prescribe, including, but not limited to, a reasonable time limit within which the action for which special approval is requested shall be begun or completed, or both.

The Board and Council have the authority and right to impose any additional and justifiable safeguards, and/or conditions, to ensure that the facility operates safely and harmoniously with its surroundings.

STAFF RECOMMENDATION:

Case CU-42-2021 is recommended for approval, subject to the staff comments contained in this report.

Map is not to scale—for illustrative purposes only; not to be construed as binding or as a survey.

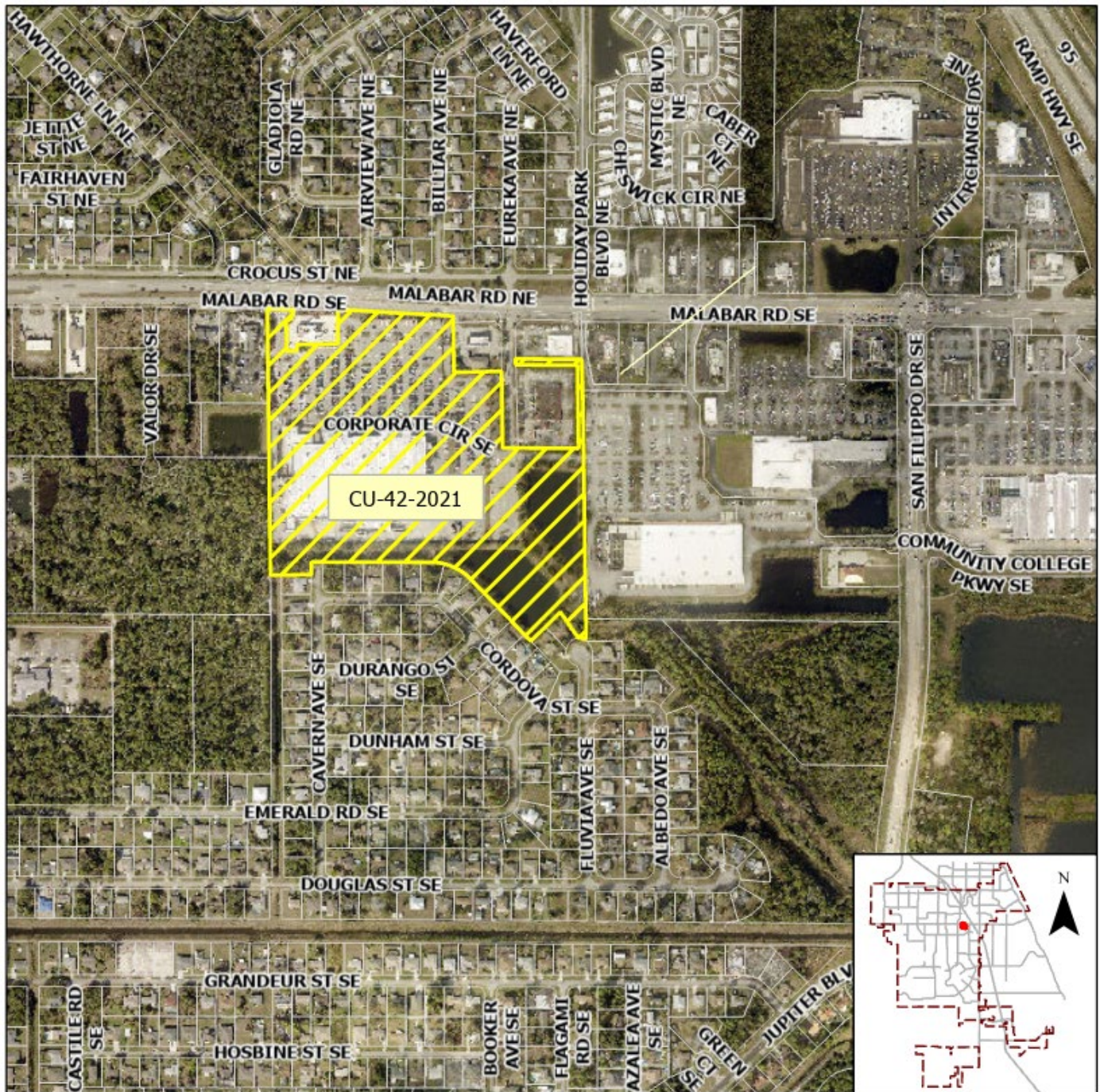


SITE LOCATION MAP CASE: CU-42-2021

Subject Property

South of and adjacent to Malabar Road SE, in the vicinity east of Corporate Way SE, specifically at 1040 Malabar Road SE

Map is not to scale—for illustrative purposes only; not to be construed as binding or as a survey.

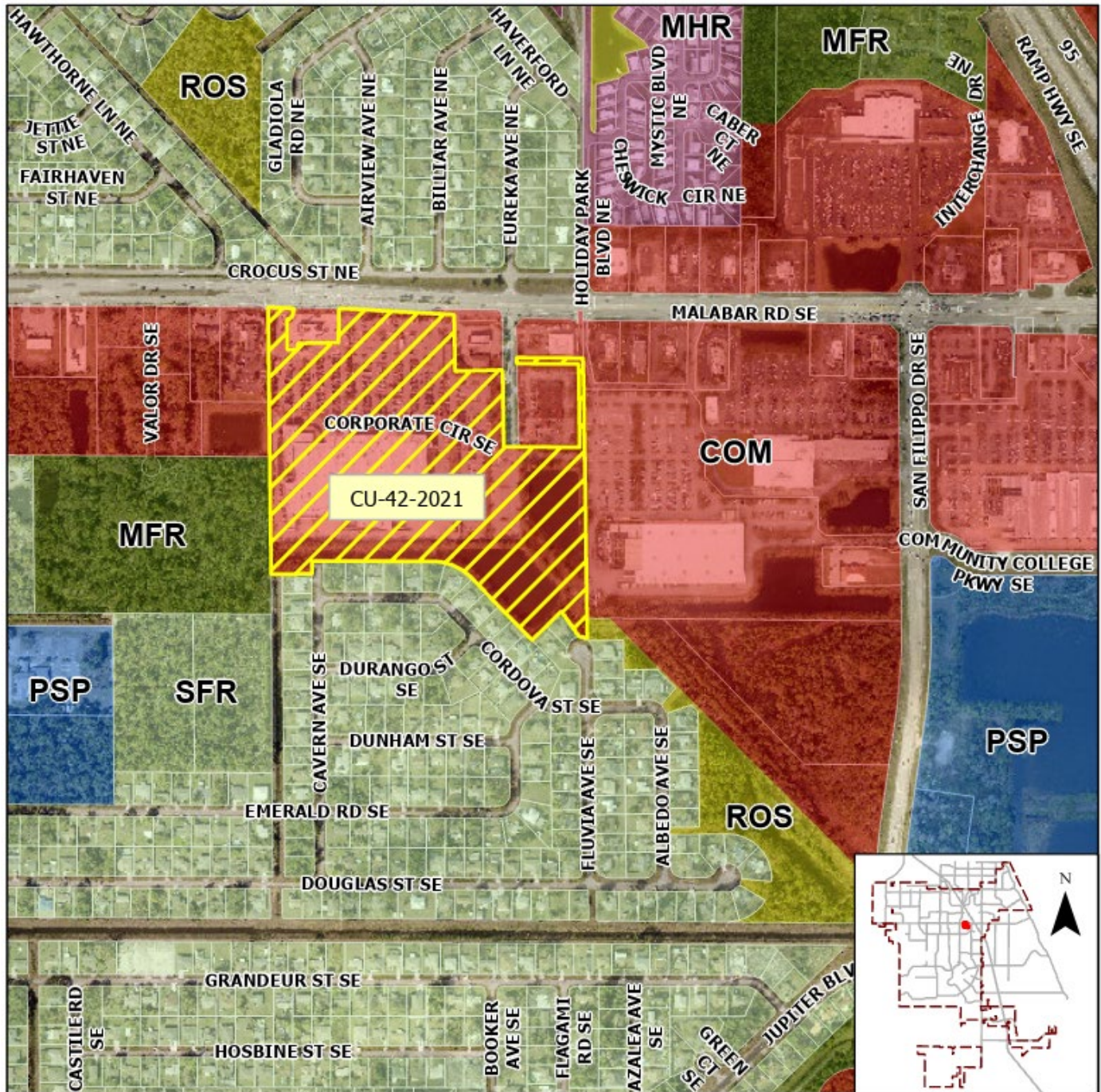


AERIAL LOCATION MAP CASE: CU-42-2021

Subject Property

South of and adjacent to Malabar Road SE, in the vicinity east of Corporate Way SE, specifically at 1040 Malabar Road 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: CU-42-2021

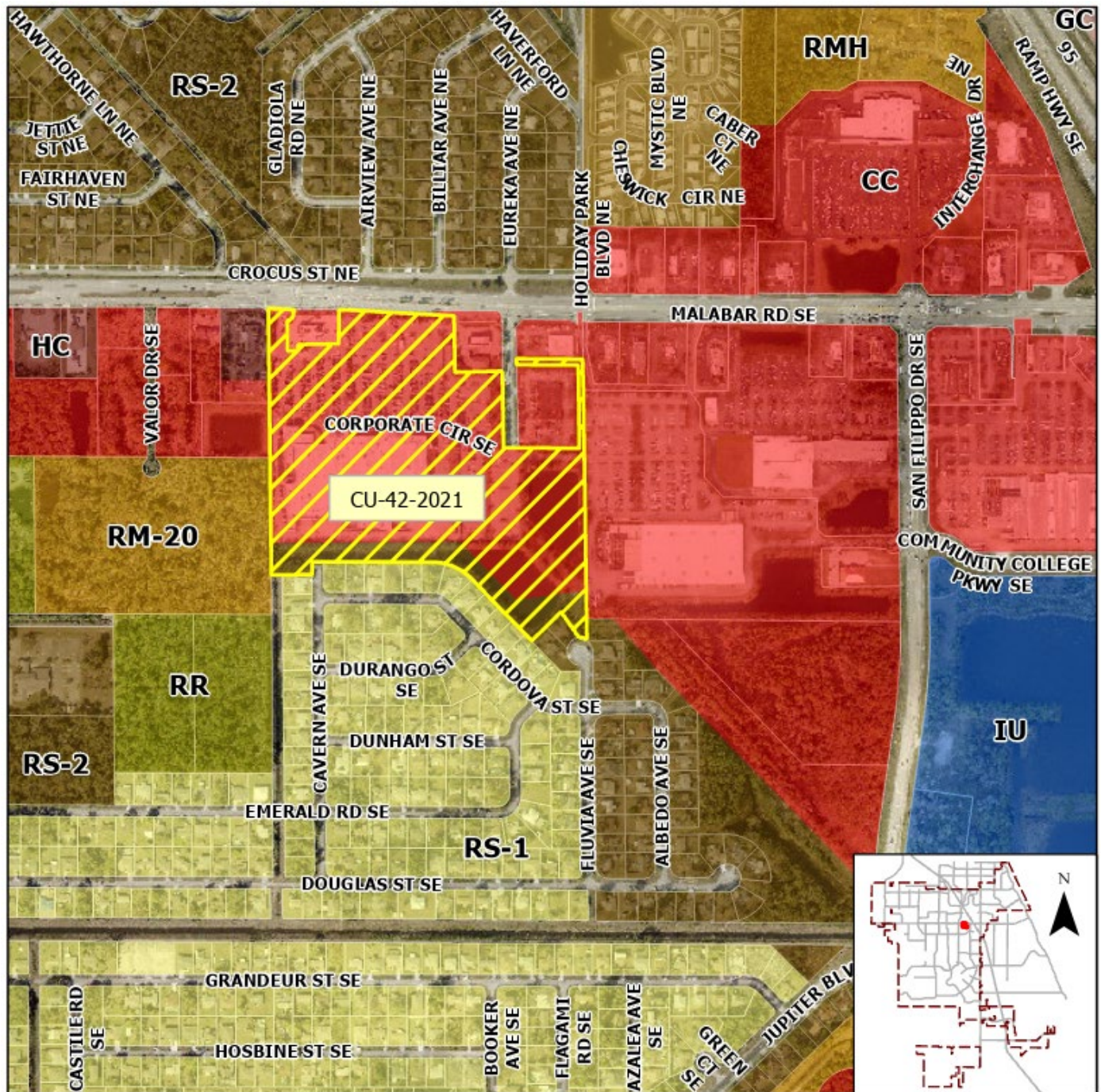
Subject Property

South of and adjacent to Malabar Road SE, in the vicinity east of Corporate Way SE, specifically at 1040 Malabar Road SE

Future Land Use Classification

COM – Commercial Use

Map is not to scale—for illustrative purposes only; not to be construed as binding or as a survey.



ZONING MAP

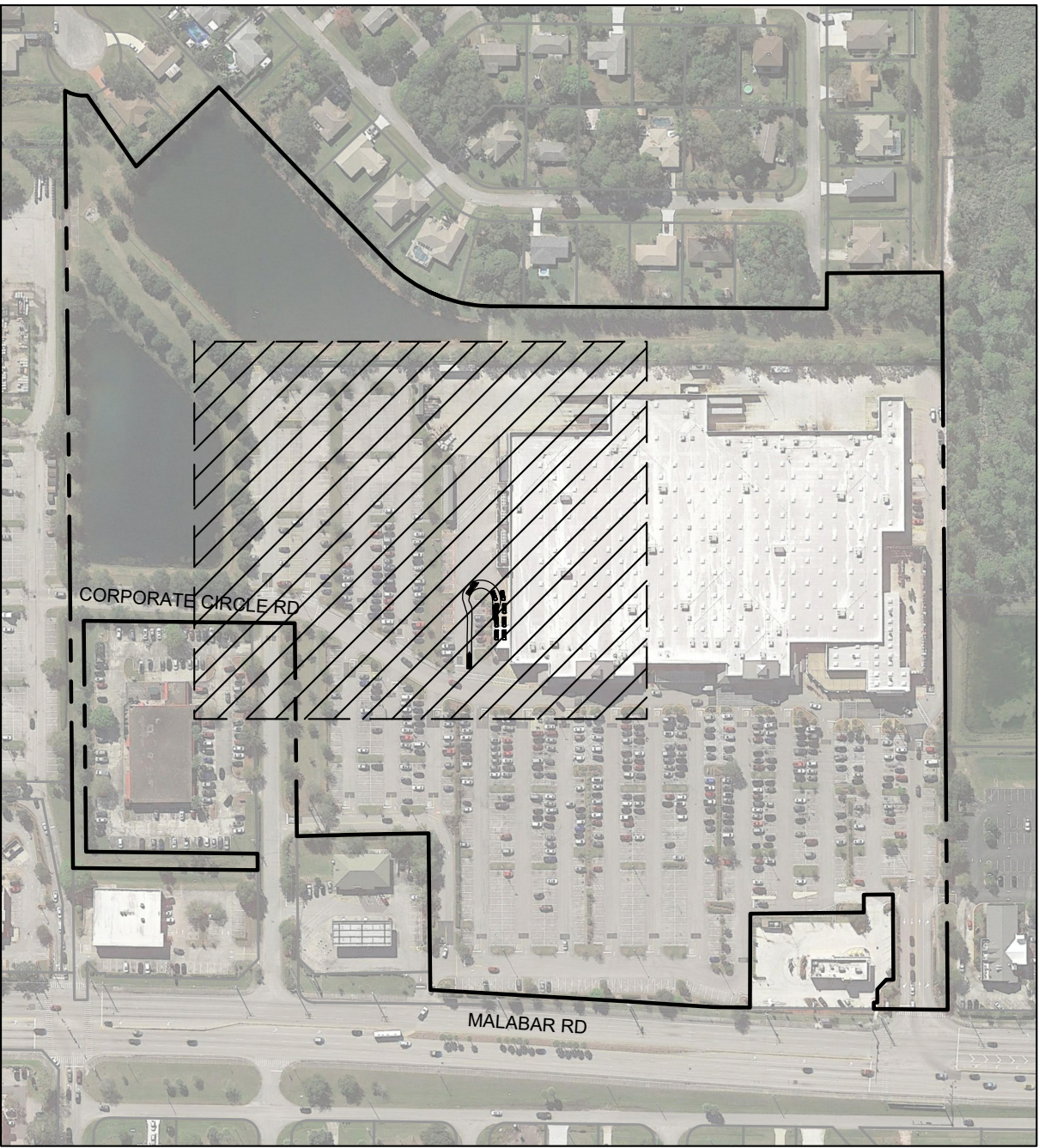
CASE: CU-42-2021

Subject Property

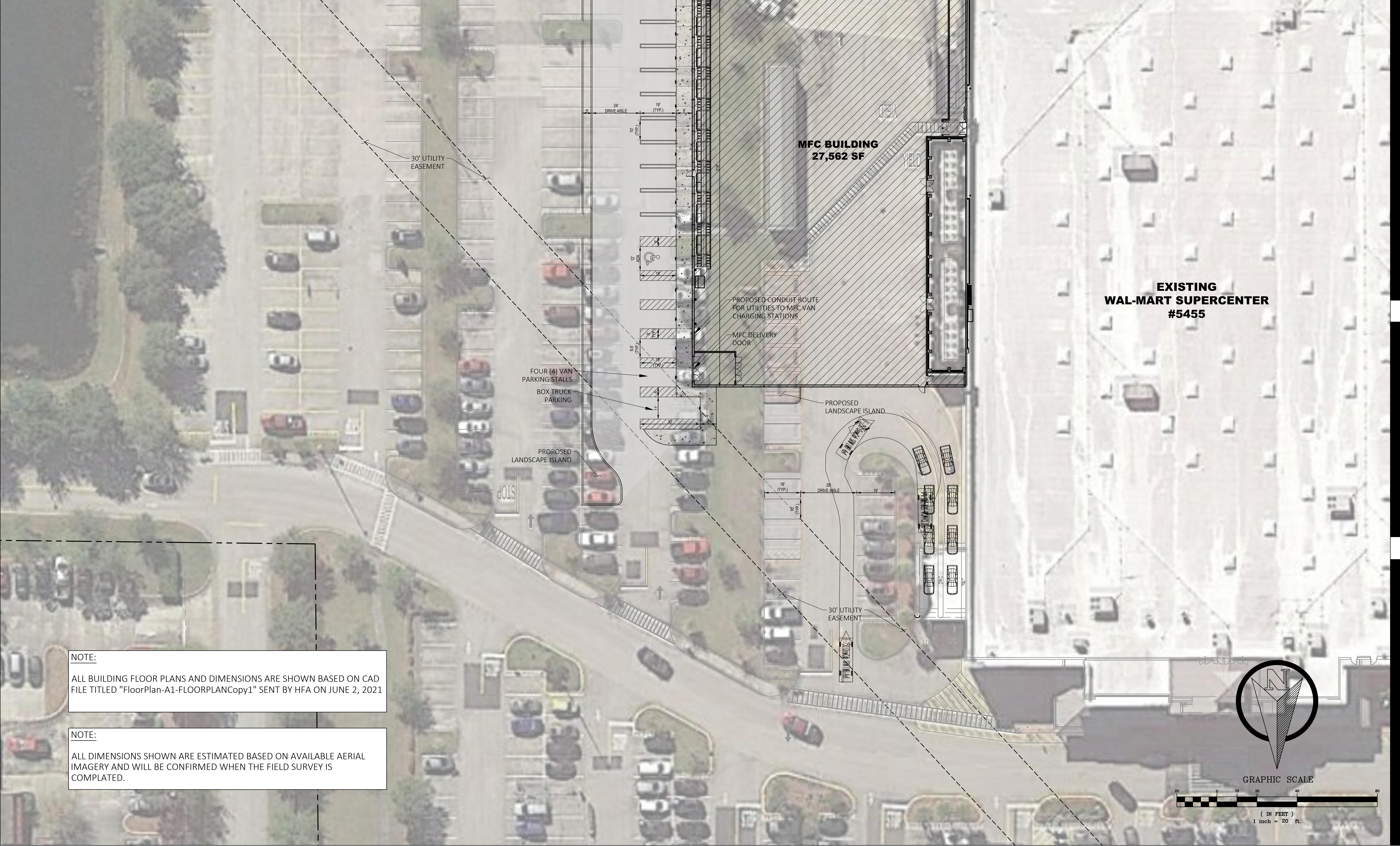
South of and adjacent to Malabar Road SE, in the vicinity east of Corporate Way SE, specifically at 1040 Malabar Road SE

Current Zoning Classification

CC, RS-2 – Community Commercial District, Single-Family Residential District



KEY MAP
N.T.S.



NOTE:
ALL BUILDING FLOOR PLANS AND DIMENSIONS ARE SHOWN BASED ON CAD FILE TITLED "FloorPlan-A1-FLOORPLANCopy1" SENT BY HFA ON JUNE 2, 2021

NOTE:
ALL DIMENSIONS SHOWN ARE ESTIMATED BASED ON AVAILABLE AERIAL IMAGERY AND WILL BE CONFIRMED WHEN THE FIELD SURVEY IS COMPLETED.

CONCEPTUAL EXHIBIT
NOT FOR CONSTRUCTION

DESIGN / CODE SUMMARY

EXPANSION SIZE:
27,562 SF

PORTAL / STALLS:
12

COMPRESSOR HOUSE:
(ENTER INFO)

MODULAR PICKUP EXISTING:
(ENTER INFO)

REDUCTION OF PARKING STALLS:
59

ENTITLEMENT SUMMARY:
TBD

DISCLAIMERS

- * PRELIMINARY DESIGN CONCEPT ONLY
- * AHJ CODE DETERMINATION NOT COMPLETED AS OF 03/19/2021
- * CEC HAS NOT REVIEWED AS OF MM/DD/YYYY
- * WALMART CM PARTNERS HAVE NOT REVIEWED TO VERIFY/APPROVE AS OF XXXXXX
- * WALMART CM PARTNERS HAVE NOT REVIEWED TO VERIFY/APPROVE AS OF XXXXXX
- * *
- * CEC TO COORDINATE UTILITY LOAD CONFORMANCE LETTER, TBD.

SCOPE TRIP:	MM/DD/YYYY
PROJECTED ENTITLEMENT SUBMITTAL:	MM/DD/YYYY
PROJECTED ENTITLEMENT APPROVAL:	MM/DD/YYYY
PROJECTED PWO:	MM/DD/YYYY
PROJECTED PERMIT APPROVAL:	MM/DD/YYYY
POSSESSION DATE:	MM/DD/YYYY
CONSTRUCTION COMPLETE:	MM/DD/YYYY

Walmart
MFC EXTERNAL SITE PLAN CONCEPT
07/06/2021

#5455
PALM BAY, FL

Bowman
CONSULTING
950 NORTH POINT PKWY, SUITE 200
ALPHARETTA, GA 30005
678-374-6687
APETERSEN@BOWMANCONSULTING.COM
PEF-006755

KEYNOTES	
4.09	SMOOTH FACE CMU

COLOR LEGEND	
P#	COLOR NAME
P3	SW# 6520 "HONEST BLUE"
P5	SAFETY YELLOW OSHA STANDARD
P36	SW# 6989 DIMINO
P65	SW# 6378 "CRISP LINEN"
P78	SW# 2445 "CREAMY WHITE"
P308	SW# 2303 "KISSING GATE"
P310	SW# 6610 "KORAL KICKS"

BUILDING PAINTING RESPONSIBILITY NOTES	
1.	GC TO VERIFY EXISTING PAINT COLOR AREAS TO REVIVE TOUCHUP PAINT ONLY PER AS-BUILT CONDITIONS AS SHOWN WITH "ETR" PAINT TAG.

SHEET NOTES	
1.	PATCH AND REPAIR EXTERIOR WALL SURFACES, DAMAGED OR EXPOSED DUE TO REMOVAL OF BUILDING MOUNTED ITEMS, TO MATCH ADJACENT AS REQUIRED.
2.	REFER TO DETAILS ON SHEET A2.1 FOR SUBSTRATE AND FINISH REQUIREMENTS AT LOCATIONS OF BUILDING MOUNTED SIGNS.
3.	PAINT DOOR HOODS, HOLLOW METAL STEEL DOORS AND FRAMES, GUTTERS AND DOWNSPOUTS, EXPOSED METAL FLASHING, HANDRAILS, AND EXPOSED MISCELLANEOUS STEEL TO MATCH ADJACENT BUILDING COLOR UNO.
4.	PAINT ALL GAS PIPES ON ROOF P5E. PAINT GAS PIPE ALONG SIDE WALL TO GRADE TO MATCH ADJACENT BUILDING COLOR. DO NOT PAINT METER OR VALVES.
5.	PAINT CANOPY STRUCTURAL STEEL AND FLASHING TO MATCH ADJACENT WALL.
6.	PAINT JIB CRANE P36E ON JIB BOOM, P5E ON HANDRAILS.
7.	PAINT SPRINKLER VALVES P21E. DO NOT PAINT OVER SIGHT GLASS OR FIRE ALARM BELL.
8.	PAINT ALL EXTERIOR BOLLARDS P5E.

HFA
Creative Solutions
Meaningful Places

HARRISON FRENCH
& ASSOCIATES, LTD
1.479.273.7780
1705 S. Walton Blvd., Suite 3
Bentonville, Arkansas 72712
www.hfa-ac.com

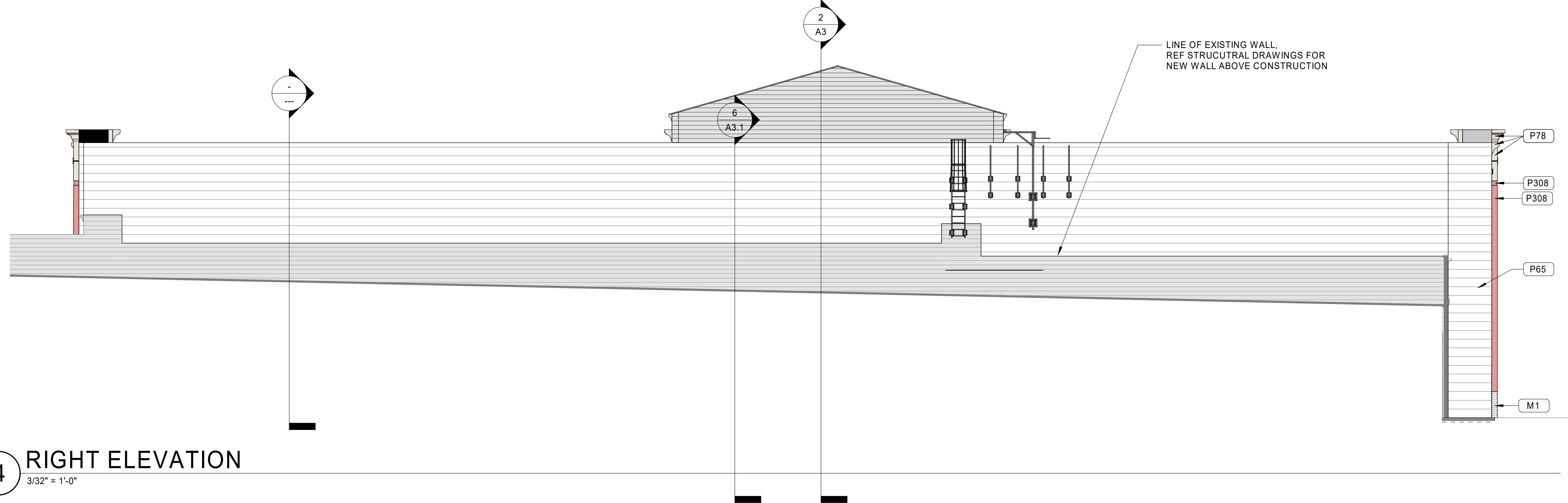
STIPULATION FOR REUSE
THIS DRAWING WAS PREPARED FOR THE PROJECT OF PALM BAY, FL. IT IS NOT TO BE REUSED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF HFA. THE USER OF THIS DRAWING FOR ANY OTHER PROJECT SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMISSIONS FROM HFA AND ANY OTHER PROJECTS TO WHICH THIS DRAWING IS REFERENCED.

Walmart

Walmart
PALM BAY, FL
STORE NO. 5455
JOB NUMBER 22-22-15455

ISSUE BLOCK	

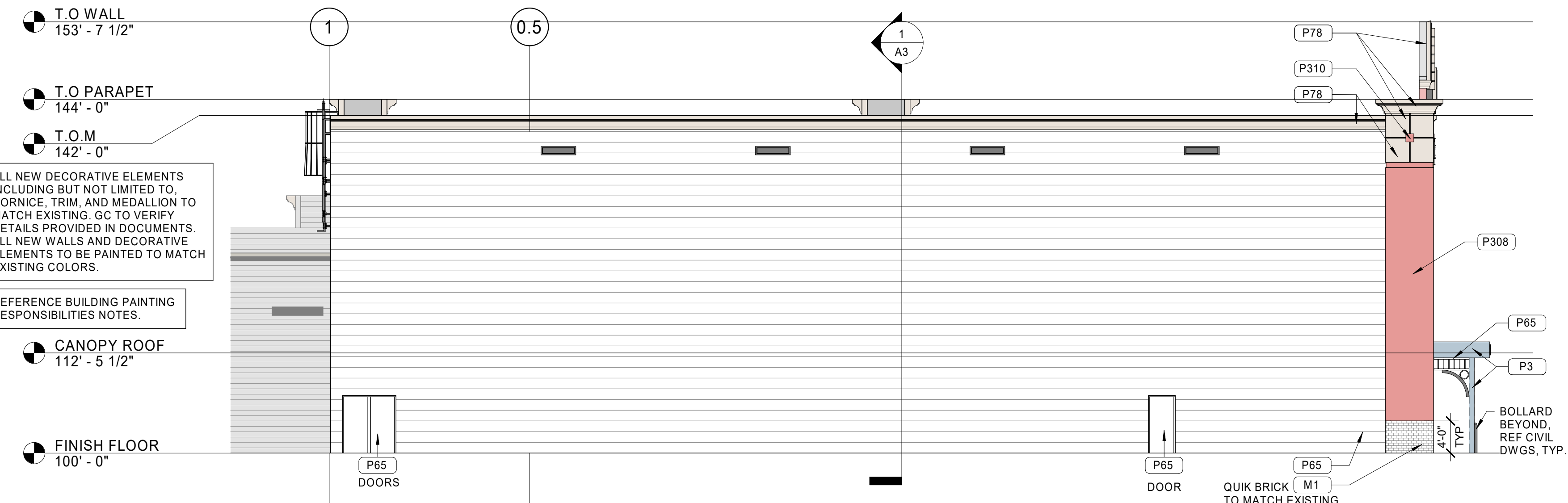
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DRAWN BY:	KJB
DOCUMENT DATE:	04/30/21
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PROTO CYCLE:	07/30/21



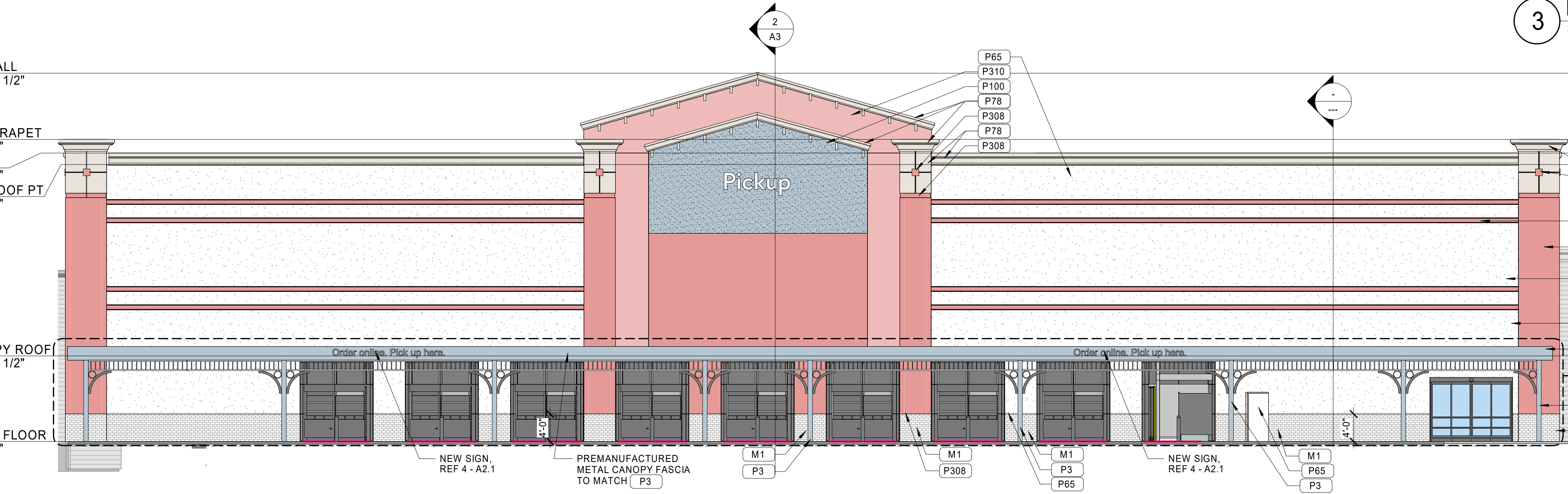
4 RIGHT ELEVATION
3/32" = 1'-0"



2 LEFT ELEVATION
3/32" = 1'-0"



3 REAR ELEVATION
3/32" = 1'-0"



1 FRONT ELEVATION
3/32" = 1'-0"

NOT FOR CONSTRUCTION

EXTERIOR ELEVATIONS

SHEET:
A2



August 31, 2021

Project No.: 010924-01-003

To:
Mr. Christopher Balter
Senior Planner
City of Palm Bay Land Development Division
120 Malabar Rd. SE
Palm Bay, Florida 32907

RE: Walmart Store # 5455 – 120 Malabar Rd. SE

Bowman Consulting has been contracted by Walmart Stores, Inc. to prepare civil plans and permits for an automated warehouse addition to the existing store. Per the Pre-Application meeting held with the city on 8/10/21, an amendment to the currently approved Conditional Use on the subject property.

As required by Section 185.087 of the city's Land Development Code, in its deliberations concerning the granting of a conditional use, the City Council shall carefully consider the following guidelines and standards. We offer the following responses to these conditions.

COMMENT 1

Adequate ingress and egress may be obtained to and from the property, with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or other emergency.

Response: No changes to the site access are being made with the proposed application. The project site will continue to have adequate vehicle access points from Malabar Rd., and Corporate Circle. Pedestrian access will continue to be provided via sidewalk connection to Malabar Rd.

COMMENT 2

Adequate off-street parking and loading areas may be provided, without creating undue noise, glare, odor or other detrimental effects upon adjoining properties.

Response: Off-street parking is currently provided through much of the site and is adequately screened from the adjacent properties through walls and landscaping. After the building expansion, the site will continue to meet the required parking count.

COMMENT 3

Adequate and properly located utilities are available or may be reasonably provided to serve the proposed development.

Response: Existing utilities currently serving the existing building will continue to serve the building and expansion.

COMMENT 4

Adequate screening and/or buffering will be provided to protect and provide compatibility with adjoining properties.

Response: The site is currently adequately screened from the adjacent properties through walls and landscaping. No changes to the perimeter screening is proposed with this expansion.

COMMENT 5

Signs, if any, and proposed exterior lighting will be designed and arranged so as to promote traffic safety and to eliminate or minimize any undue glare, incompatibility, or disharmony with adjoining properties.

Response: Any proposed signage will be reviewed through a separate sign permit and will meet all applicable requirements in the Land Development Code.

COMMENT 6

Yards and open spaces will be adequate to properly serve the proposed development and to ensure compatibility with adjoining properties.

Response: The existing yards and open spaces will continue to meet the open space requirements of the Land Development Code.

COMMENT 7

The proposed use will not constitute a nuisance or hazard because of the number of persons who will attend or use the facility, or because of vehicular movement, noise, fume generation or type, of physical activity. The use as proposed for development will be compatible with the existing or permitted uses of adjacent properties.

Response: This application is for an expansion to the existing big-box retail store to add an automated warehouse. Customers will access the dispense portals from the outside in the existing parking lot on the east side of the building. Only store associates will have access to the warehouse space. No excessive noise, vibration, or fume generation from the proposed expansion is anticipated.

COMMENT 8

Development and operation of the proposed use will be in full compliance with any additional conditions and safeguards which the City Council may prescribe, including, but not limited to, reasonable time limit within which the action for which special approval is requested shall be begin or be completed, or both.

Response: Comment Noted.



LAND DEVELOPMENT DIVISION

120 Malabar Road SE • Palm Bay, FL 32907 • Telephone: (321) 733-3042

Landdevelopmentweb@palmbayflorida.org

CONDITIONAL USE APPLICATION

This application must be deemed complete and legible, and must be returned by the first day of the month during division office hours, with all enclosures referred to herein, to the Land Development Division, Palm Bay, Florida, to be processed for consideration the following month at the earliest by the Planning and Zoning Board. The application will then be referred by the Planning and Zoning Board for study and recommendation to the City Council. You or your representative are required to attend the meeting(s) and will be notified by mail of the date and time of the meeting(s). The Planning and Zoning Board holds their regular meeting the first Wednesday of every month at 7:00 p.m. in the City Hall Council Chambers, 120 Malabar Road SE, Palm Bay, Florida, unless otherwise stated.

PARCEL ID(S):

29-37-05-01-*-1

TAX ACCOUNT NUMBER(S):

2962863

PROPERTY ADDRESS:

1040 MALABAR RD SE, PALM BAY FL 32909

SIZE OF AREA COVERED BY THIS APPLICATION (calculate acreage):

28.97

ZONING CLASSIFICATION AT PRESENT (ex.: RS-2, CC, etc.):

CC

CONDITIONAL USE SOUGHT:

Amendment to existing Conditional Use approval.

CITY OF PALM BAY, FLORIDA
CONDITIONAL USE APPLICATION
PAGE 2 OF 4

BE ADVISED: All Conditional Use applications/projects are evaluated based on the following items located in Section 185.087 of the Code of Ordinances:

1. Proposed building and structures.
2. Proposed parking areas, vehicular and pedestrian circulation;
3. Proposed driveways and roadways near the site;
4. Conceptual stormwater management system; and
5. The provisions for potable water, sewer, and fire protection.

A SITE SKETCH TO SCALE MUST BE PROVIDED OF THE FOLLOWING:

- (A) Adequate ingress and egress may be obtained to and from the property, with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or other emergency.
- (B) Adequate off-street parking and loading areas may be provided, without creating undue noise, glare, odor, or other detrimental effects upon adjoining properties.
- (C) Adequate and properly located utilities that are available or may be reasonably provided to serve the proposed development.
- (D) Adequate screening and/or buffering will be provided to protect and provide compatibility with adjoining properties.
- (E) Signs, if any, and proposed exterior lighting will be so designed and arranged so as to promote traffic safety and to eliminate or minimize any undue glare, incompatibility, or disharmony with adjoining properties.
- (F) Yards and open spaces will be adequate to properly serve the proposed development and to ensure compatibility with adjoining properties.
- (G) The proposed use will not constitute a nuisance or hazard because of the number of persons who will attend or use the facility, or because of vehicular movement, noise, fume generation, or type of physical activity.
- (H) Development and operation of the proposed use will be in full compliance with any additional conditions and safeguards which the City Council may prescribe, including, but not limited to, reasonable time limit within which the action for which special approval is requested shall be begun or completed, or both.

CITY OF PALM BAY, FLORIDA
CONDITIONAL USE APPLICATION
PAGE 3 OF 4

ADDITIONAL CONDITIONS MUST BE MET AND INCORPORATED INTO THE SITE SKETCH FOR THE SPECIFIC CONDITIONAL USE. Additional criteria is listed in Section 185.088 and available from staff (check all that apply):

- ☐ **Church** [Sec. 185.088(A)]
- ☐ **Club or Lodge** [Sec. 185.088(B)]
- ☐ **Commercial Dog Kennel** [Sec. 185.088(C)]
- ☐ **Planned Industrial Development** (industrially zoned site over 5 acres) [Sec. 185.088(D)]
- ☐ **Public or Private School** [Sec. 185.088(E)]
- ☐ **Self-Storage Facility** [Sec. 185.088(F)]
- ☐ **Communication Tower and Facilities** [Sec. 185.088(G)]
- ☐ **Dance Club** [Sec. 185.088(H)]
- ☐ **Security Dwelling Unit** [Sec. 185.088(I)]
- ☐ **Wedding Venue** [Sec. 185.088(J)]
- ☐ **Event Hall** [Sec. 185.088(K)]

CITY OF PALM BAY, FLORIDA
CONDITIONAL USE APPLICATION
PAGE 4 OF 4

THE FOLLOWING PROCEDURES AND ENCLOSURES ARE REQUIRED TO COMPLETE THIS APPLICATION:

- ☐ *\$650.00 Application Fee. Make Check payable to "City of Palm Bay."
- ☐ List of legal descriptions of all properties within a 500-foot radius of the boundaries of the property covered by this application, together with the names and mailing addresses (including zip codes) of all respective property owners within the above referenced area. (This should be obtained for a fee from the Brevard County Planning and Zoning Department at (321) 633-2060.)
- ☐ Site Sketch (See page 2 for requirements). **Also provide the site sketch on Memory Drive.**
- ☐ Citizen Participation Plan. Refer to Section 169.005 of the Land Development Code for guidelines.
- ☐ Sign(s) posted on the subject property. Refer to Section 51.07(C) of the Legislative Code for guidelines. Staff will provide a sign template.
- ☐ **Where the property owner is not the representative for the request, a LETTER must be attached giving the notarized consent of the property owner(s) to a representative.**

Name of Representative Andrew J. Petersen, Bowman Consulting

I, the undersigned understand that this application must be complete and accurate before consideration by the Planning and Zoning Board/Local Planning Agency and certify that all the answers to the questions in said application, and all data and matter attached to and made a part of said application are honest and true to the best of my knowledge and belief.

Under penalties of perjury, I declare that I have read the foregoing conditional use application and that the facts stated in it are true

Owner Signature

X [Signature]

Date

9/14/21

Printed Name

Walmart Stores East, L.P.

Full Address

2608 SE J St, Bentonville, AR 72712

Telephone

479-418-6506

Email

mark.asplund@walmart.com

***NOTE: APPLICATION FEE IS NON-REFUNDABLE UPON PAYMENT TO THE CITY**

September 14, 2021

Re: Letter of Authorization

As the property owner of the site legally described as:

Lot 1, Wal-mart at Palm Bay, Plat Book 51, Page 91.

I, Owner Name: Walmart Stores East, L.P.

Address: 2608 SE J St, Bentonville, AR 72712

Telephone: _____

Email: _____

hereby authorize:

Representative: Andrew Petersen, Bowman Consulting

Address: 4450 W. Eau Gallie Blvd. Suite 144, Melbourne, FL 32934

Telephone: 321-270-8983

Email: apetersen@bowman.com

to represent the request(s) for:

Conditional Use and Site Plan / Site Plan Amendment Applications.

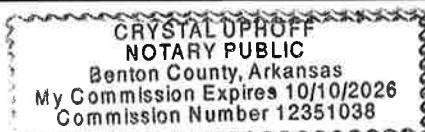
X 
(Property Owner Signature)

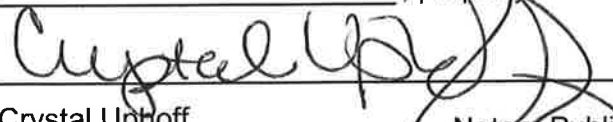
STATE OF Arkansas

COUNTY OF Benton

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 14 day of September, 2021 by

Mark Asplund, property owner.




Crystal Uphoff, Notary Public

☒ Personally Known or ☐ Produced the Following Type of Identification:

RESOLUTION 2021-68

A RESOLUTION OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING RESOLUTION 2003-61, AS AMENDED BY RESOLUTIONS 2015-54 AND 2014-43, SECTION 2, EXHIBIT 'A' THEREIN, BY GRANTING A MODIFICATION TO THE CONDITIONAL USE TO ALLOW EXPANSION FOR AN AUTOMATED WAREHOUSE IN CC (COMMUNITY COMMERCIAL DISTRICT) ZONING; WHICH PROPERTY IS LOCATED SOUTH OF AND ADJACENT TO MALABAR ROAD, IN THE VICINITY BETWEEN HOLIDAY PARK BOULEVARD AND CASSIA AVENUE, AND LEGALLY DESCRIBED HEREIN; PROVIDING FOR CONSTRUCTION TO BE IN COMPLIANCE WITH THE SITE PLAN; PROVIDING FOR A COMMENCEMENT PERIOD; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a conditional use for a planned commercial development in CC (Community Commercial District) zoning was granted, with a binding site plan, through Resolution 2003-61, on November 6, 2003, and

WHEREAS, a modification to the site plan of the planned commercial development was granted through Resolutions 2014-43 and 2015-54, and

WHEREAS, an application to permit a modification to the existing conditional use and binding site plan has been made by Wal-Mart Stores East, L.P., and

WHEREAS, the request was duly considered by the Planning and Zoning Board of the City of Palm Bay on November 15, 2021, which voted to recommend to the City Council approval of the application, and

WHEREAS, all provisions applicable to the conditional use under Chapter 185, Zoning, Conditional Uses, Sections 185.085 and 185.086, and District Regulations, Section 185.043, of the Palm Bay Code of Ordinances, have been addressed by the applicant, and

WHEREAS, the City Council of the City of Palm Bay has determined that such modification to the conditional use will neither be injurious to the neighborhood nor otherwise detrimental to the public welfare.

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

SECTION 1. The City Council of the City of Palm Bay hereby grants a modification to the site plan of the conditional use granted for a planned commercial development through Resolution 2003-61 on property zoned CC (Community Commercial District), which property is legally described as follows:

Lot 1, Wal-Mart at Palm Bay Subdivision, according to the plat thereof, as recorded in Plat Book 51, Pages 91 through 94, of the Public Records of Brevard County, Florida; Section 5, Township 29S, Range 37E; containing 28.97 acres, more or less.

SECTION 2. The modification to the site plan of the conditional use is granted subject to the applicant complying with the following:

- A. Modification shall be in accordance with the site plan which is, by reference, incorporated herein as Exhibit 'A';
- B. The Land Development Division Staff Report which is, by reference, incorporated herein as Exhibit 'B'; and
- C. All provisions of the Code of Ordinances of the City of Palm Bay and all other state and federal rules, regulations, and statutes.

SECTION 3. The modification to the conditional use must be commenced within one (1) year from the effective date of this resolution. Commencement shall mean the issuance of the appropriate permit(s) which must remain active. Failure to commence such construction within one (1) year shall void the conditional use.

SECTION 4. This resolution shall take effect immediately upon the enactment date.

This resolution was duly enacted at Meeting 2021-31, of the City Council of the City of Palm Bay, Brevard County, Florida, held on December 2, 2021.

Rob Medina, MAYOR

ATTEST:

Terese M. Jones, CITY CLERK

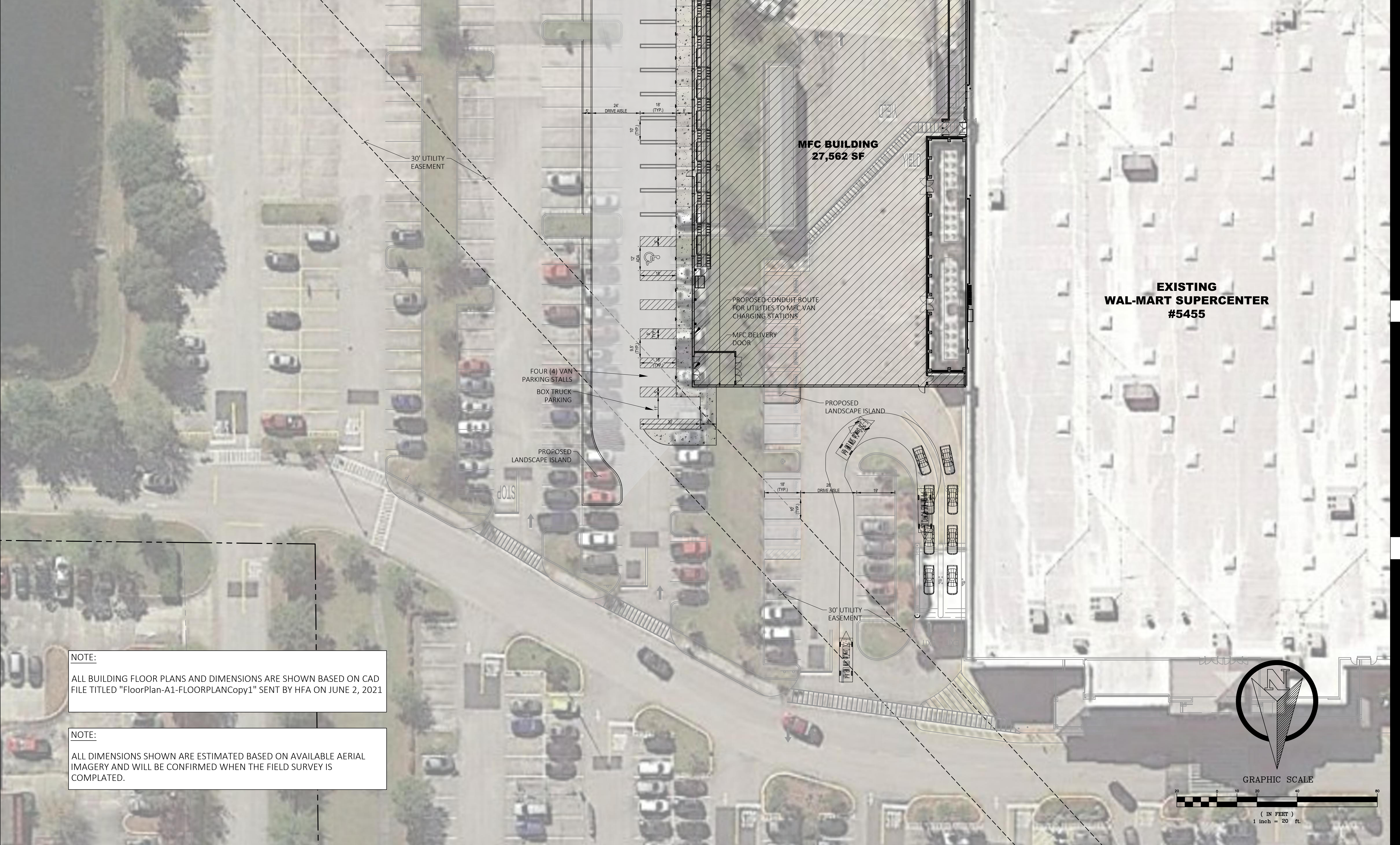
Applicant: Wal-Mart Store East, L.P.

Case: CU-42-2021

cc: 12-3-21 Brevard County Recording
Applicant
Case File

City of Palm Bay, Florida
Resolution 2021-68

KEY MAP
N.T.S.



NOTE:
ALL BUILDING FLOOR PLANS AND DIMENSIONS ARE SHOWN BASED ON CAD FILE TITLED "FloorPlan-A1-FLOORPLANCopy1" SENT BY HFA ON JUNE 2, 2021

NOTE:
ALL DIMENSIONS SHOWN ARE ESTIMATED BASED ON AVAILABLE AERIAL IMAGERY AND WILL BE CONFIRMED WHEN THE FIELD SURVEY IS COMPLETED.

Exhibit 'A'

CONCEPTUAL EXHIBIT
NOT FOR CONSTRUCTION

DESIGN / CODE SUMMARY

EXPANSION SIZE:
27,562 SF

PORTAL / STALLS:
12

COMPRESSOR HOUSE:
(ENTER INFO)

MODULAR PICKUP EXISTING:
(ENTER INFO)

REDUCTION OF PARKING STALLS:
59

ENTITLEMENT SUMMARY:
TBD

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Walmart

MFC EXTERNAL SITE PLAN CONCEPT

07/06/2021

#5455
PALM BAY, FL

Bowman
CONSULTING

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ALPHARETTA, GA 30005
678-374-6687
APETERSEN@BOWMANCONSULTING.COM
PEF-006755

SHEET NOTES

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3. PATCH DOOR HOODS, HOLLOW METAL STEEL DOORS AND FRAMES, GUARDRAILS, DOWNSPUTS, EXPOSED METAL FLASHING, HANDRAILS AND FINISHES TO MATCH ADJACENT STEEL TO MATCH ADJACENT BUILDING COLOR UNIFORM.
4. PATCH GAS PIPES ON ROOF PSE. PAINT GAS PIPE ALONG SIDE WALL TO GRADE TO MATCH ADJACENT BUILDING COLOR. DO NOT PAINT GAS PIPES ON ROOF PSE.
5. PAINT CANOPY STRUCTURAL STEEL AND FLASHING TO MATCH EXTERIOR WALL COLOR.
6. PAINT JIB CRANE PSE ON JIB BOOM, PSE ON HANDRAILS.
7. PAINT SPRINKLER VALVES P212. DO NOT PAINT OVER SIGHT GLASS OR FIRE ALARM BELL.
8. PAINT ALL EXTERIOR BOLLARDS PSE.

BUILDING PAINTING RESPONSIBILITY NOTES

1. GC TO VERIFY EXISTING PAINT COLOR AREAS TO
REVIVE TOUCHUP PAINT ONLY PER AS-BUILT CONDITIONS
AE SHOWN WITH "ETR" PAINT TAG.

STIPULATION FOR REUSE
THIS DRAWING WAS PREPARED FOR USE ON A SPECIFIC SITE AT
PALM JAWA LORONG
CAMPANIAN, SINGAPORE.
DATE ON 04/09/21, AND IT IS NOT
SUITABLE FOR USE ON A DIFFERENT
PROJECT SITE OR AT A LATER TIME.
REFERENCE TO ANY EXAMPLES OF
ANOTHER PROJECT REQUIRES THE
SERVICES OF PROPRIETARY LICENSED
ARCHITECTS AND ENGINEERS.
FOR REUSE ON ANOTHER PROJECT IS
NOT AUTHORIZED AND MAY BE
CONTRARY TO THE LAW.

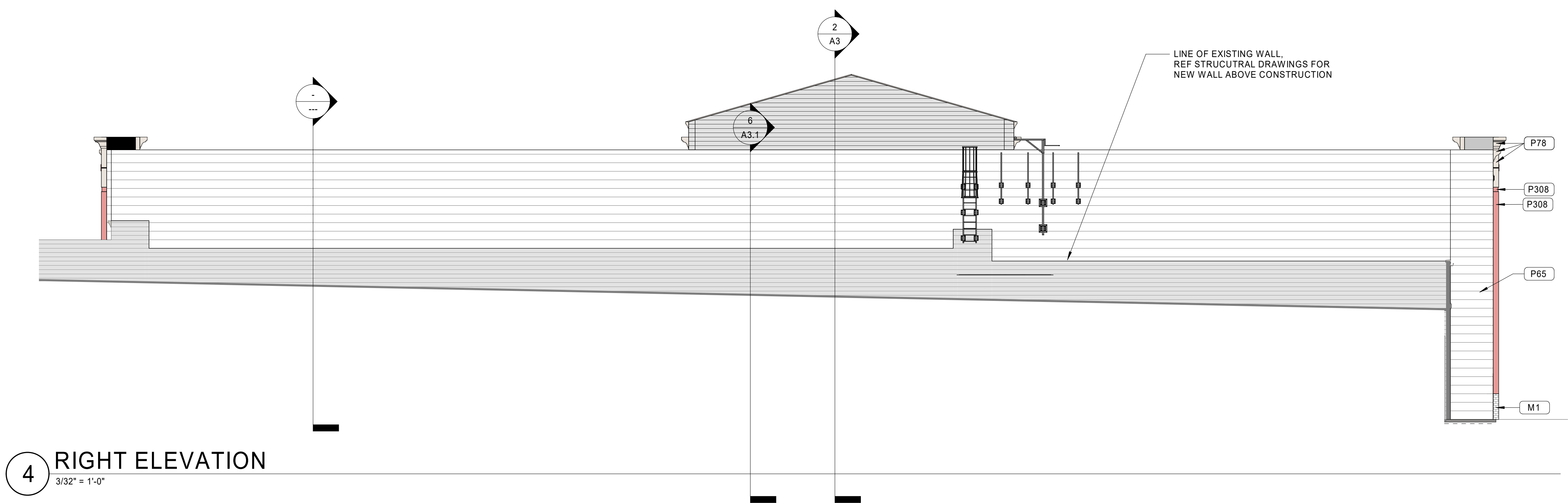
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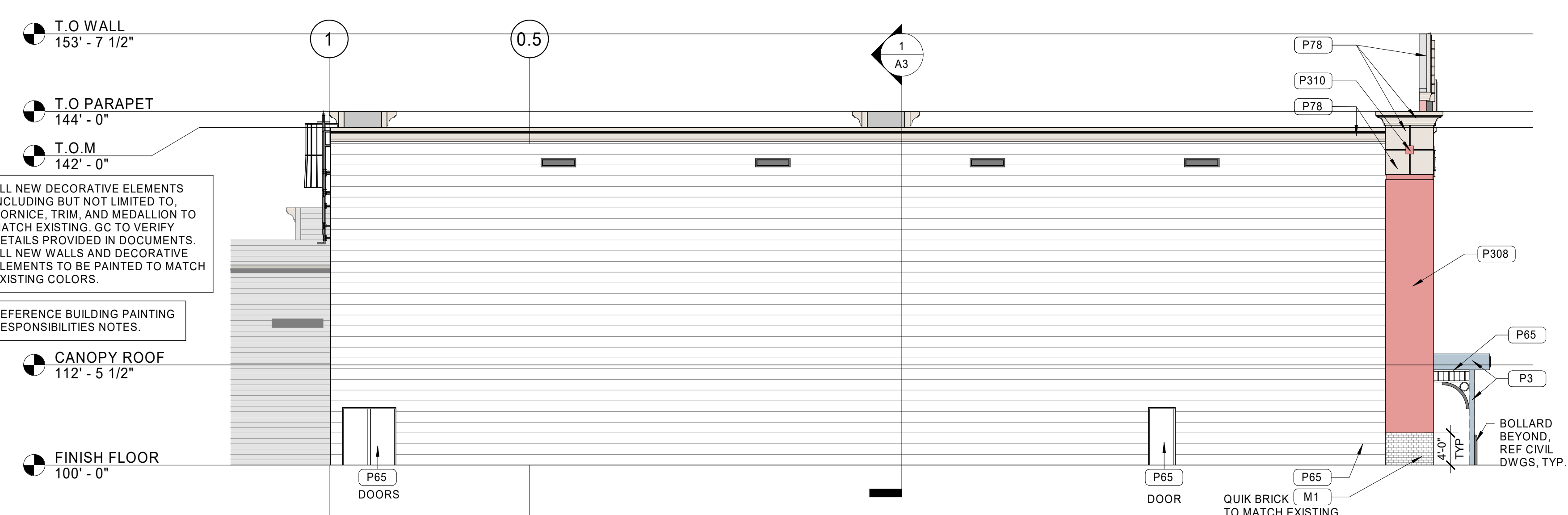
NOT FOR CONSTRUCTION

EXTERIOR
ELEVATIONS

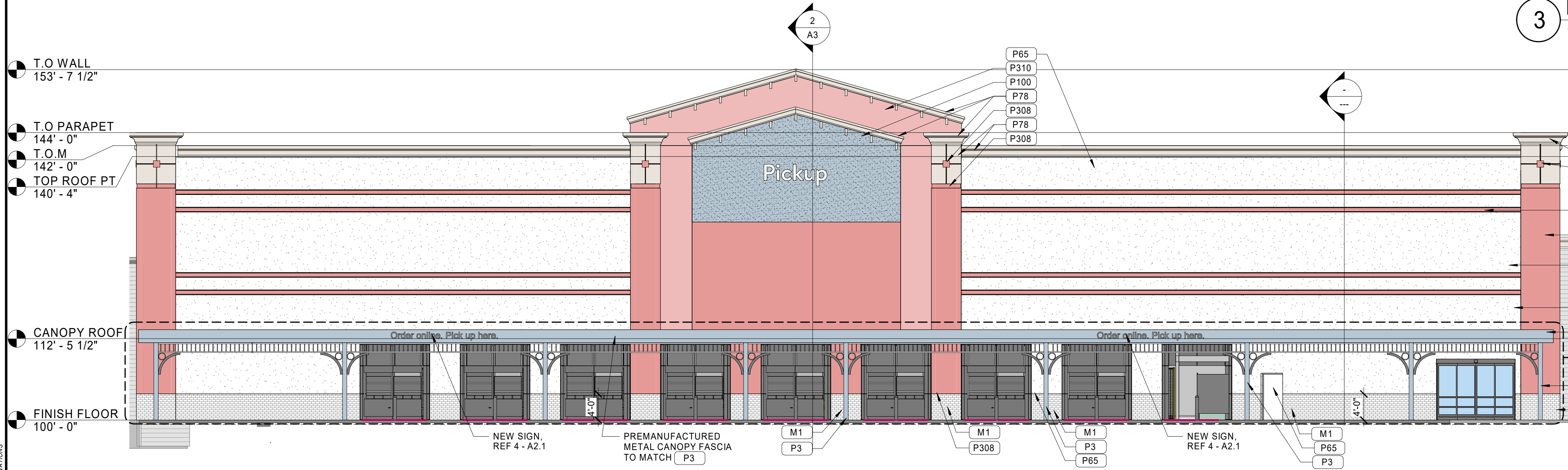
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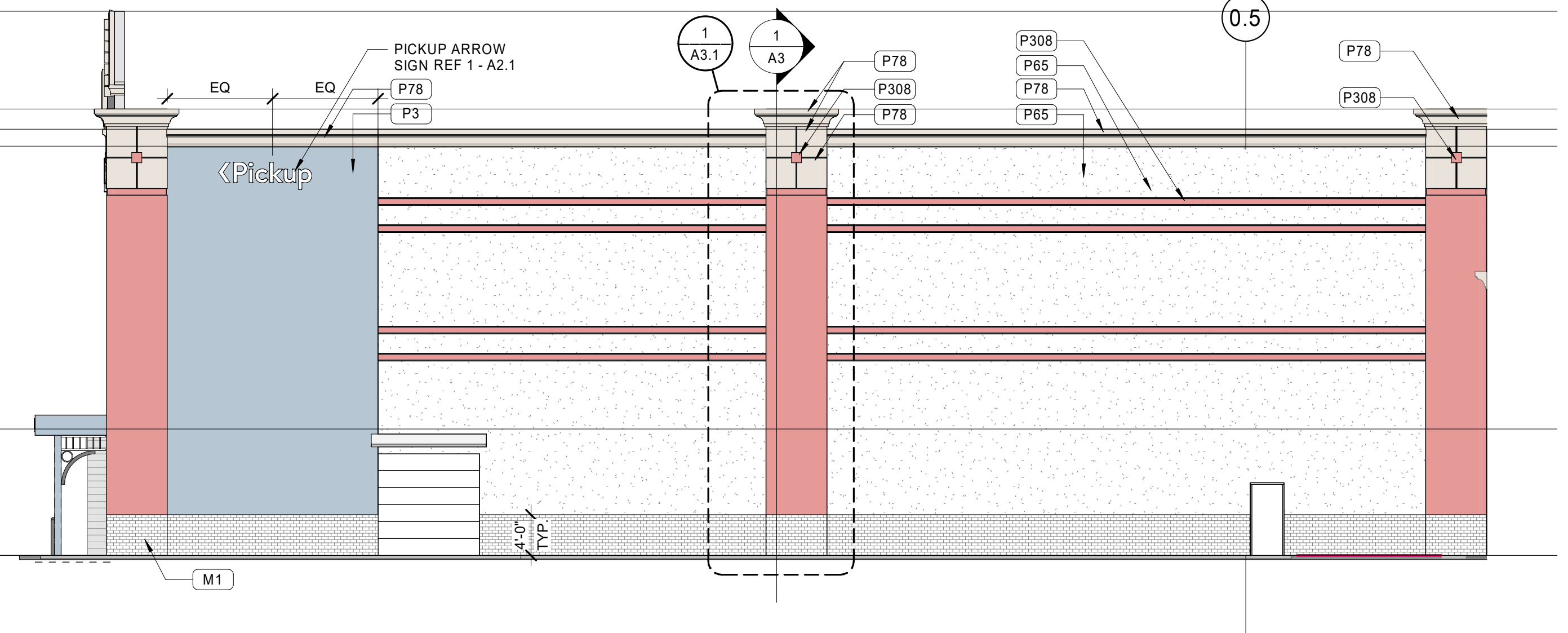
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3 REAR ELEVATION



2 LEFT ELEVATION
3/32" = 1'-0"



1 FRONT ELEVATION
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1100.00 EXTERIOR ELEVATIONS



STAFF REPORT

LAND DEVELOPMENT DIVISION

120 Malabar Road SE • Palm Bay, FL 32907 • Telephone: (321) 733-3042

landdevelopmentweb@palmabayflorida.org

Prepared by

Christopher Balter, Senior Planner

CASE NUMBER

CU-42-2021

PLANNING & ZONING BOARD HEARING DATE

November 15, 2021

PROPERTY OWNER & APPLICANT

Wal-Mart Stores East, L.P. (Represented
by Andrew Petersen P.E. of Bowman
Consulting)

PROPERTY LOCATION/ADDRESS

Lot 1 of the Wal-Mart at Palm Bay subdivision, Section
5, Township 29, Range 37, Brevard County, Florida.
Specifically, 1040 Malabar Road SE

SUMMARY OF REQUEST

Amendment to an existing Conditional Use and binding site plan to
allow expansion for an automated warehouse in a CC, Community
Commercial District.

Existing Zoning

CC, Community Commercial District

Existing Land Use

Commercial Use

Site Improvements

Existing Wal-Mart Store

Site Acreage

28.97 acres

SURROUNDING ZONING & USE OF LAND

North

CC, Community Commercial; Malabar Road SE

East

CC, Community Commercial, Home Depot

South

RS-1, Single-Family Residential, Single-Family Homes

West

CC, Community Commercial, Sonny's BBQ

COMPREHENSIVE PLAN

COMPATIBILITY

Yes

BACKGROUND:

The subject property is located south of and adjacent to Malabar Road SE, in the vicinity east of Corporate Way SE. Specifically, Lot 1 of the Wal-Mart at Palm Bay subdivision, Section 5, Township 29, Range 37, of Brevard County Florida. This store expansion includes approximately 1.19 acres of the 29-acre site.

Wal-Mart was approved by City Council on November 6, 2003 (via Resolution No. 2003-61) as a Planned Commercial Development. Approval of the Resolution was contingent upon the site being developed according to a binding site plan. Any substantial modification(s) to the site must go back before the Planning and Zoning Board and City Council, for approval to modify this Resolution.

On December 14, 2014, City Council approved Resolution No. 2014-43 (Case No. CU-23-2014), which was a proposal to construct a stand-alone liquor store in the NW portion of the Wal-Mart parking lot. Although that project was approved by Council, Wal-Mart decided not to build the store and did not achieve site plan approval. Instead, they entered into an agreement with Treasure Coast Restaurants, and a Sonic restaurant drive-thru service was constructed in the same location conditioned upon the original approval of this facility

ANALYSIS:

The proposed request is to construct a 27,562 square foot automated warehouse expansion onto the east side of the existing store.

CODE REQUIREMENTS:

To be granted conditional use approval, requests are evaluated upon items (A) through (I) of the General Requirements and Conditions of Section 185.087 of the Code of Ordinances. A review of these items is as follows:

Item (A): Adequate ingress and egress may be obtained to and from the property, with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or other emergencies.

The overall site is currently served by a signalized intersection in the NW portion of the property. There are additional access points on Malabar Road SE and Corporate Way SE. Joint access driveways connect Wal-Mart with Sonny's to the west and Home Depot to the east. All driveways meet the width requirements and no modifications to any have been proposed

Item (B): Adequate off-street parking and loading areas may be provided, without creating undue noise, glare, odor, or other detrimental effects upon adjoining properties.

Wal-Mart was applied at a ratio of 1 space per 250 square feet of gross floor area. In February 2020 the parking code was revised for big-box retailers based on current trends. Thus, the existing store at 203,867 square feet plus the expansion of 27,562 square feet equals 231,429 square feet divided by 400 square feet equals a total of 578 required spaces. The site currently has 1,025 spaces. The expansion will result in a net loss of 35 spaces. The result is the provision of 990 spaces, which will far exceed the minimum required by the City's Parking Code.

Item (C): Adequate and properly located utilities are available or maybe reasonably provided to serve the proposed development.

The building will be required to connect to the city's water and sewer system as these services are available to the site. The property is currently serviced by Florida Power and Light. Any additional upgrades will be required to be designed, permitted, installed, and inspected at the developer's cost.

Item (D): Adequate screening and/or buffering will be provided to protect and provide compatibility with adjoining properties.

The proposed site is bordered to the north by an existing road and surrounded by the Wal-Mart parking area on the north, south, and east. The residential property on the north side of Malabar is separated by a 6-lane roadway, which is divided by a raised median. Residential land to the south is buffered by an existing retention pond, a 15-foot-tall concrete wall, and the existing Wal-Mart Store. Developed commercial properties exist to the east and west of the Wal-Mart property. No additional screening and/or buffering appears warranted.

Item (E): Signs, if any, and proposed exterior lighting will be so designed and arranged to promote traffic safety and to eliminate or minimize any undue glare, incompatibility, or disharmony with adjoining properties.

No signs are shown on the drawing and a lighting plan was not provided. It shall be noted that City codes require any lighting to be shielded and/or directed downward to avoid creating a nuisance to adjacent properties. During the administrative site plan review a lighting and photometric plan will be required.

Item (F): Yards and open spaces will be adequate to properly serve the proposed development and to ensure compatibility with adjoining properties.

The yards and open space requirements of the Zoning Code have been met.

Item (G): The proposed use will not constitute a nuisance or hazard because of the number of persons who will attend or use the facility, or because of vehicular movement, noise, fume generation, or type of physical activity.

Staff was unable to determine any concerns with respect to this item, pending review of the vehicular interaction with the adjacent driveway.

Item (H): The use as proposed for development will be compatible with the existing or permitted uses of adjacent properties.

The “use” is permitted, and the site is surrounded by like commercial intensities, with ample buffering to the south.

Item (I): Development and operation of the proposed use will be in full compliance with any additional conditions and safeguards which the City Council may prescribe, including, but not limited to, a reasonable time limit within which the action for which special approval is requested shall be begun or completed, or both.

The Board and Council have the authority and right to impose any additional and justifiable safeguards, and/or conditions, to ensure that the facility operates safely and harmoniously with its surroundings.

STAFF RECOMMENDATION:

Case CU-42-2021 is recommended for approval, subject to the staff comments contained in this report.



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: 12/2/2021

RE: Resolution 2021-69, amending Resolution 2012-45, by granting modification to the conditional use to allow expansion of a permitted use on a parcel of ten (10) or more acres of area for a recreational vehicle detail and delivery shop in CC (Community Commercial District) zoning, on property located east of and adjacent to Culver Drive, in the vicinity north and south of Centre Lake Drive (24.05 acres) (Case CU-46-2021, Giant Recreation World). (Quasi-Judicial Proceeding)

Mr. Joe McNamara, Recreation World, Inc. (David Tom, P.E, Construction Engineering Group, LLC, Rep.) has submitted for Conditional Use approval for expansion of a permitted use on a parcel of ten or more acres of land to allow an accessory building to operate an RV detail and delivery shop. The property is located east of and adjacent to Culver Drive NE, in the vicinity north and south of Centre Lake Drive NE.

In 2012, Giant Recreation World was approved by City Council as a Planned Commercial Development subject to a binding site plan (Resolution 2012-45 and extension Resolution 2015-29). Any substantial change to the site plan requires an amendment. The applicant is proposing to construct the 23,000 square-foot building with bay doors on the remaining, undeveloped 4-acre portion of the parcel.

The building is not anticipated to create a significant increase in traffic. Conditions of the variance granted by Case V-12-2012 are still in effect regarding replacement trees and the natural buffer adjacent to the southern residential properties. The site abuts the Senior Center (Institutional Use zoning), which does not require a vegetative buffer. Staff, however, recommends a vegetative buffer on the western property line, and a row of canopy trees along the southern property line, adjacent to the Senior Center. The Public Works Department is requesting an easement along the south side of the property to aid in the maintenance of the abutting drainage ditch. The Fire Plans Examiner has stated that the building shall be provided a Fire Sprinkler system.

City Council has the authority to impose additional and justifiable safeguards, and/or conditions, to ensure that the facility operates safely and harmoniously with its surroundings.

REQUESTING DEPARTMENT:
Growth Management

RECOMMENDATION:

Motion to approve Case CU-46-2021, subject to the following condition(s):

- A vegetative buffer along the western property line, and a row of canopy trees along the southern property line, adjacent to the proposed development.
- The new building shall be fire sprinklered.
- At the time of site plan submittal, the applicant shall work with the City's Engineering Division to establish a drainage easement along the southern property line.
- Preserve the existing trees indicated on the conceptual plan.

Planning and Zoning Board Recommendation:

Planning and Zoning Board minutes are not fully transcribed at this time; the following is an excerpt:

Motion to submit Case CU-46-2021 to City Council for approval, subject to the staff conditions.

Motion by Ms. Jordan, seconded by Mr. Hill. Motion carried with members voting as follows:

Aye: Weinberg, Jordan, Boerema, Boothroyd, Hill, Maragh, Warner.

ATTACHMENTS:**Description**

Case CU-46-2021 - Staff Report (revised)

Case CU-46-2021 - Exhibit (revised)

Case CU-46-2021 - 3D Views

Case CU-46-2021 - Application

Resolution 2021-69

Resolution 2021-69, Exhibit A

Resolution 2021-69, Exhibit B

Resolution 2021-69, Exhibit C



REVISED

STAFF REPORT

LAND DEVELOPMENT DIVISION

120 Malabar Road SE • Palm Bay, FL 32907 • Telephone: (321) 733-3042

landdevelopmentweb@palmbayflorida.org

Prepared by

Patrick J. Murphy, Acting Growth Management Director

CASE NUMBER

CU-46-2021

PLANNING & ZONING BOARD HEARING DATE

November 15, 2021

PROPERTY OWNER & APPLICANT

Giant Recreation World

PROPERTY LOCATION/ADDRESS

Tract A of the Second Replat in Port Malabar Unit 21,
Section 19, Township 28 south, Range 37 east, Brevard
County, Florida. 1355 Culver Drive NE

SUMMARY OF REQUEST

Conditional Use approval for expansion of a permitted use on a parcel of ten (10) or more acres of area.

Existing Zoning

CC, Community Commercial

Existing Land Use

Commercial Use

Site Improvements

Recreational Vehicle Retail & Service

Site Acreage

24.05 acres [expansion is on the southern 4 acres of the site]

SURROUNDING ZONING & USE OF LAND

North

CC, Community Commercial; Medical Offices; I-95 On-Ramp

East

CC, Community Commercial; Giant Recreation World Site

South

IU, Institutional Use; Palm Bay Senior Center and SRE, Suburban Residential Estate; Single-Family Homes

West

CC, Community Commercial; Culver Drive NE

COMPREHENSIVE PLAN

COMPATIBILITY

Yes

BACKGROUND:

The subject property, Giant Recreation World, was constructed in 2016. The property received conditional use approval via Resolution 2012-45, as a planned commercial development, which was later extended in via Resolution 2015-29. The total property consists of 24.05 acres of land, with a retail/service building and a paved outside storage area of inventory vehicles.

The applicants, Giant Recreation World, are requesting conditional use approval for an accessory building for an RV detail and delivery shop to operate at their current property, as required by Section 185.043(D)(1) of the Palm Bay Code of Ordinances.

ANALYSIS:

As stated in the background section of this report, the site received approval in 2012. Site improvements, constructed in 2016, consist of a 32,000 square foot retail and service center for recreational vehicles. Roughly half the site (the east half) is used for vehicle display and storage. A large retention pond is in the middle of the property and a 1-acre area in the NW portion of the site remains undeveloped.

The applicants are seeking to add another building on their property, a 23,000 square foot building with bay doors to function as an RV detail, ship, and delivery building. The proposed structure will be built on a 4-acre portion of the existing parcel, which is presently undeveloped.

CODE REQUIREMENTS:

To be granted conditional use approval, requests are evaluated upon items (A) through (I) of the General Requirements and Conditions of Section 185.087 of the Code of Ordinances. A review of these items is as follows:

Item (A): Adequate ingress and egress may be obtained to and from the property, with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or another emergency.

The site plan shows no new ingress or egress from Culver Drive NE, as it is not necessary. Access to the new building will be internal, from the existing paved areas of the site. The proposed building is not anticipated to create a significant increase in traffic to the site.

Item (B): Adequate off-street parking and loading areas may be provided, without creating undue noise, glare, odor, or other detrimental effects upon adjoining properties.

Off-street parking has been proposed along the western boundary of the property, although additional parking is not required with accessory structures. These parking spaces are for employee automobiles, with additional RV parking along the eastern boundary.

Item (C): Adequate and properly located utilities are available or may be reasonably provided to serve the proposed development.

The existing building is connected to City water and sewer services. ~~However, the proposed accessory building will have no new water and sewer connections provided as there will be no facilities in need of such utility.~~ The applicant has stated that the proposed accessory building will not be open to the public, and employees will have access to restroom facilities ~~>>in the new buildings. A revised Utility Agreement will be required<< in the main building.~~ The site has electricity service via Florida Power & Light.

Item (D): Adequate screening and/or buffering will be provided to protect and provide compatibility with adjoining properties.

The property received a variance (V-17-2012) to reduce the number of replacement trees on the property from 168 to zero trees, with two conditions. The first condition of the variance included a natural buffer along the southern property line, adjacent to residential land, at a minimum of 30 feet. The second condition included working with staff to plant the required replacement trees on City property. Proposed site improvements will be located adjacent to the Palm Bay Senior Center. The conceptual plan indicates preservation of existing trees in the SE portion of the project area, to help buffer the properties along Gilbert Drive NE.

The proposed accessory building will be visible from Culver Drive NE and should have adequate screening between the road and adjoining properties. As this is an accessory building that will be used by employees only, there does not appear to be a need for visibility from the street. Since the site is adjacent to the Senior Center (Institutional Use zoning), it is not required to meet the 30' vegetative buffer. Therefore, staff recommends a vegetative buffer on the western property line, and a row of canopy trees along the southern property line, adjacent to the Senior Center.

Item (E): Signs, if any, and proposed exterior lighting will be so designed and arranged to promote traffic safety and to eliminate or minimize any undue glare, incompatibility, or disharmony with adjoining properties.

No additional photometric or sign plans have been submitted for permitting or with this application. Any additional signs must comply with the commercial sign code, and any proposed lighting plans must show that all lumens fall to zero at the property lines.

Item (F): Yards and open spaces will be adequate to properly serve the proposed development and to ensure compatibility with adjoining properties.

Due to the size of the property, there appears to be sufficient open space to ensure compatibility with adjoining properties, provided there is adequate screening and buffering.

Item (G): The proposed use will not constitute a nuisance or hazard because of the number of persons who will attend or use the facility, or because of vehicular movement, noise, fume generation, or type of physical activity.

The existing use of the site, for RV sales and display, is adjacent to Interstate 95. Any additional noise and fume generation appears minimal. The proposed accessory structure is a covered building to detail and prepare RVs for delivery to customers. It will not add any new vehicles to the site. Access will be internal, and no additional driveways are proposed.

Item (H): The use as proposed for development will be compatible with the existing or permitted uses of adjacent properties.

Giant Recreation World was allowed to develop under the approval of CU-15-2012, within Community Commercial zoning. The proposed structure is adjacent to Institutional Use zoned land and would not be incompatible, provided there is adequate screening and buffering.

Item (I): Development and operation of the proposed use will be in full compliance with any additional conditions and safeguards which the City Council may prescribe, including, but not limited to, a reasonable time limit within which the action for which special approval is requested shall be begun or completed, or both.

The Board and Council have the authority and right to impose any additional and justifiable safeguards, and/or conditions, to ensure that the facility operates safely and harmoniously with its surroundings.

Additional Staff Comments:

The Public Works Department is requesting an easement along the south side of the property to aid in the maintenance of the abutting drainage ditch.

The Fire Plans Examiner has stated that the building shall be provided a Fire Sprinkler system.

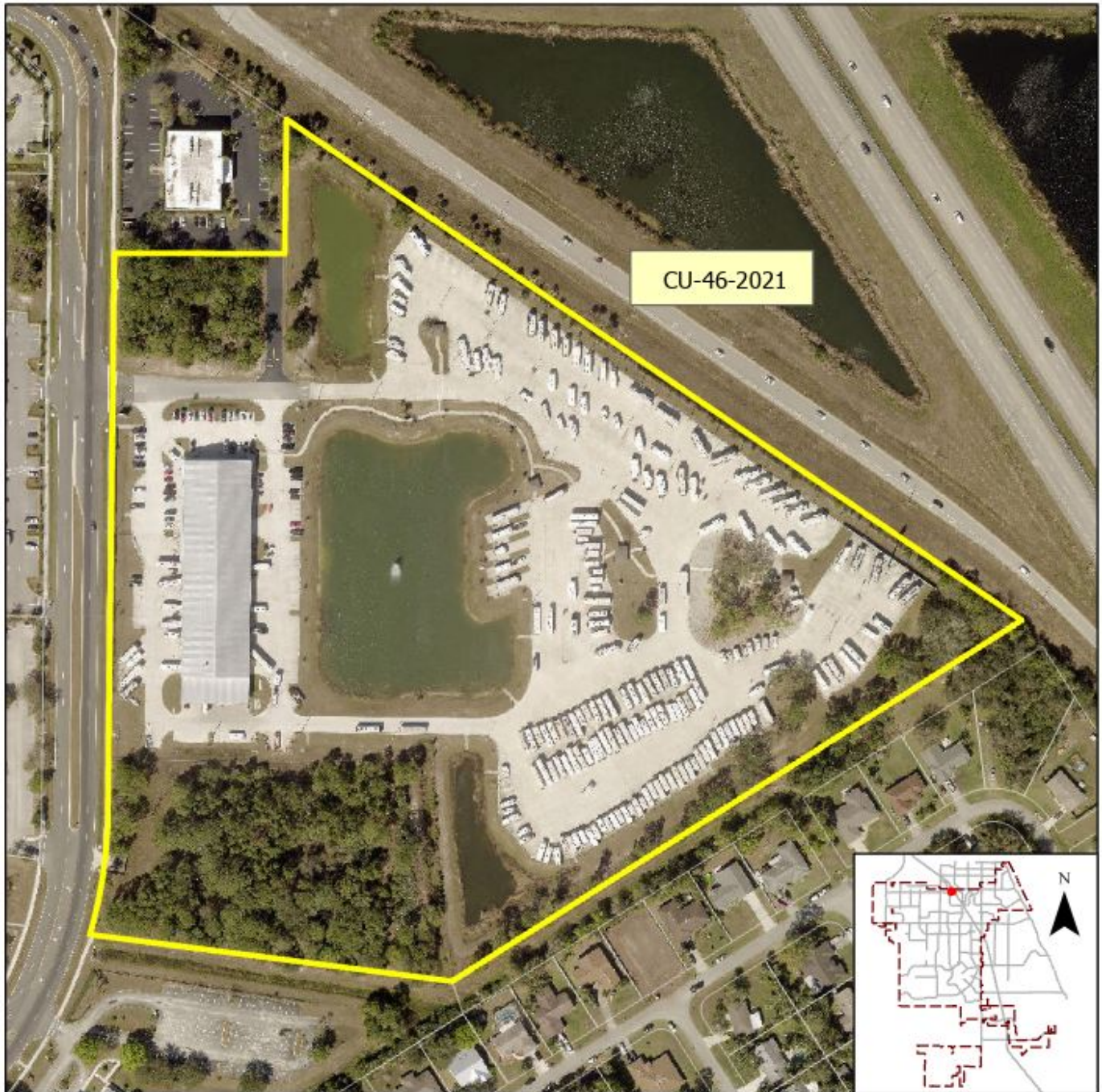
STAFF RECOMMENDATION:

Motion to approve CU-46-2021, subject to the following condition(s):

- A vegetative buffer along the western property line, and a row of canopy trees along the southern property line, adjacent to the proposed development.
- The new building shall be fire sprinklered.
- At the time of site plan submittal, the applicant shall work with the City's Engineering Division to establish a drainage easement along the southern property line.

- Preserve the existing trees indicated on the conceptual plan.

Map is not to scale—for illustrative purposes only; not to be construed as binding or as a survey.

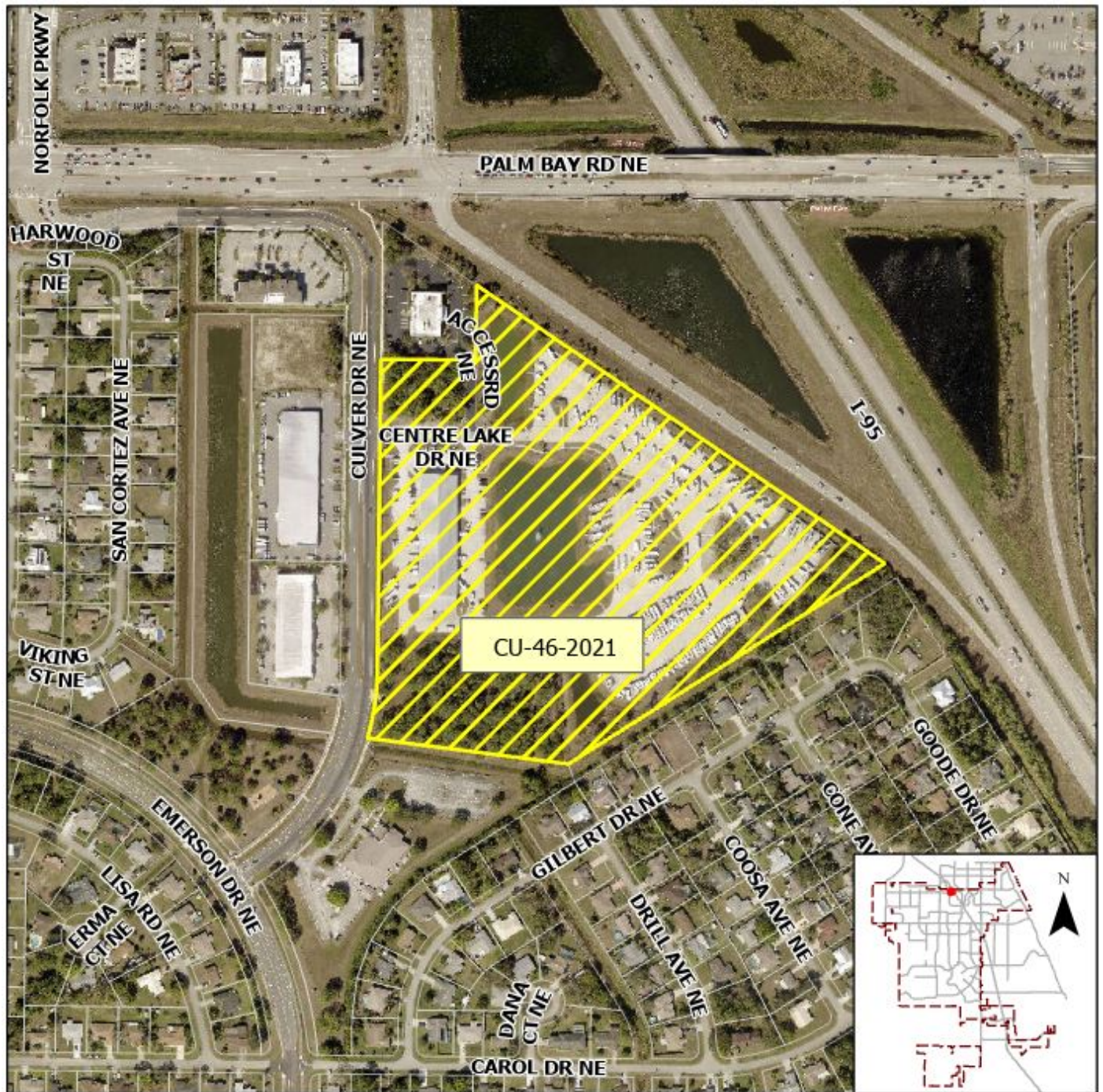


SITE LOCATION MAP CASE: CU-46-2021

Subject Property

East of and adjacent to Culver Drive NE, in the vicinity north and south of Centre Lake Drive NE, specifically at 1355 Culver Drive NE

Map is not to scale—for illustrative purposes only; not to be construed as binding or as a survey.

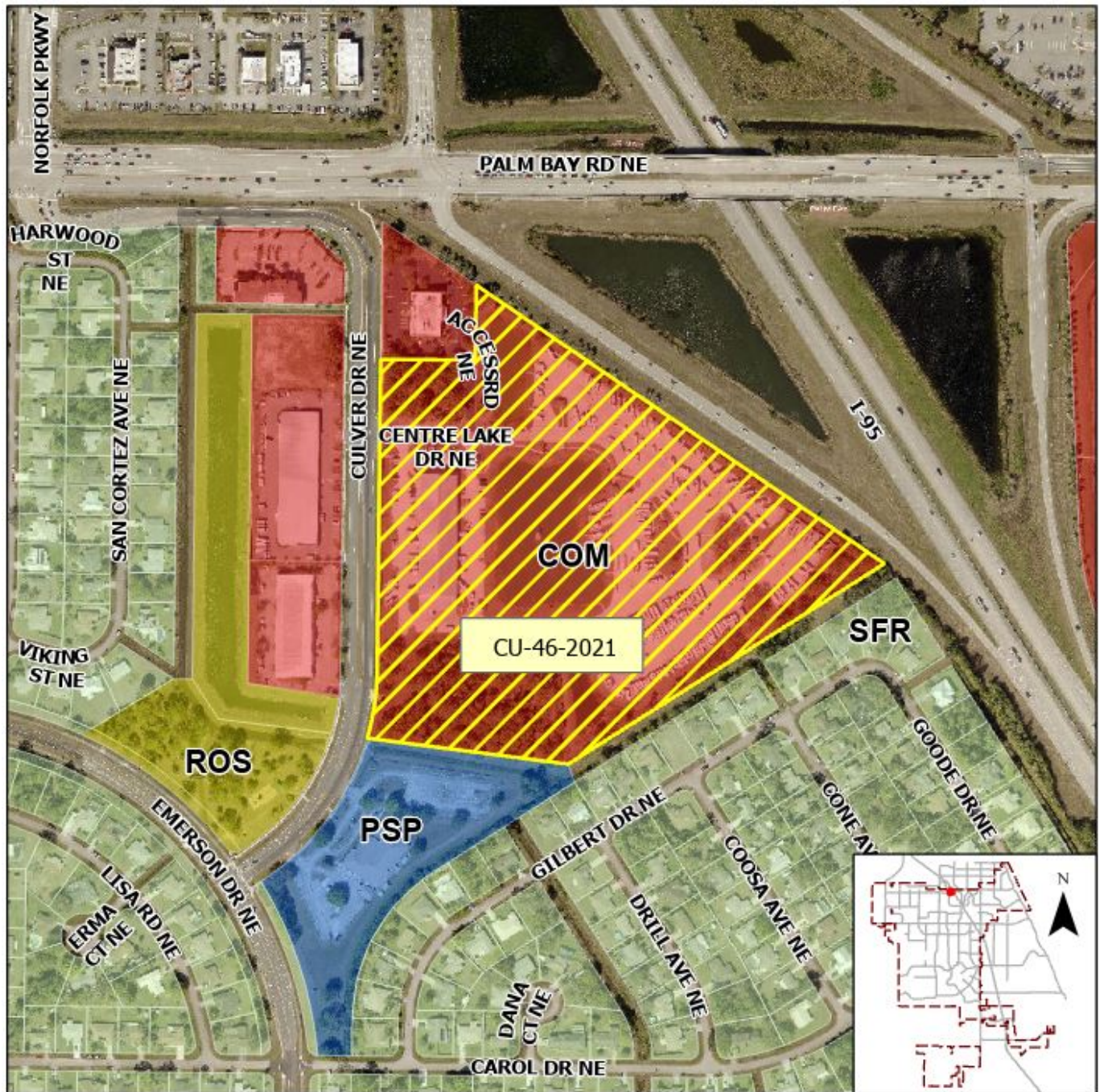


AERIAL LOCATION MAP CASE: CU-46-2021

Subject Property

East of and adjacent to Culver Drive NE, in the vicinity north and south of Centre Lake Drive NE, specifically at 1355 Culver Drive NE

Map is not to scale—for illustrative purposes only; not to be construed as binding or as a survey.



FUTURE LAND USE MAP

CASE: CU-46-2021

Subject Property

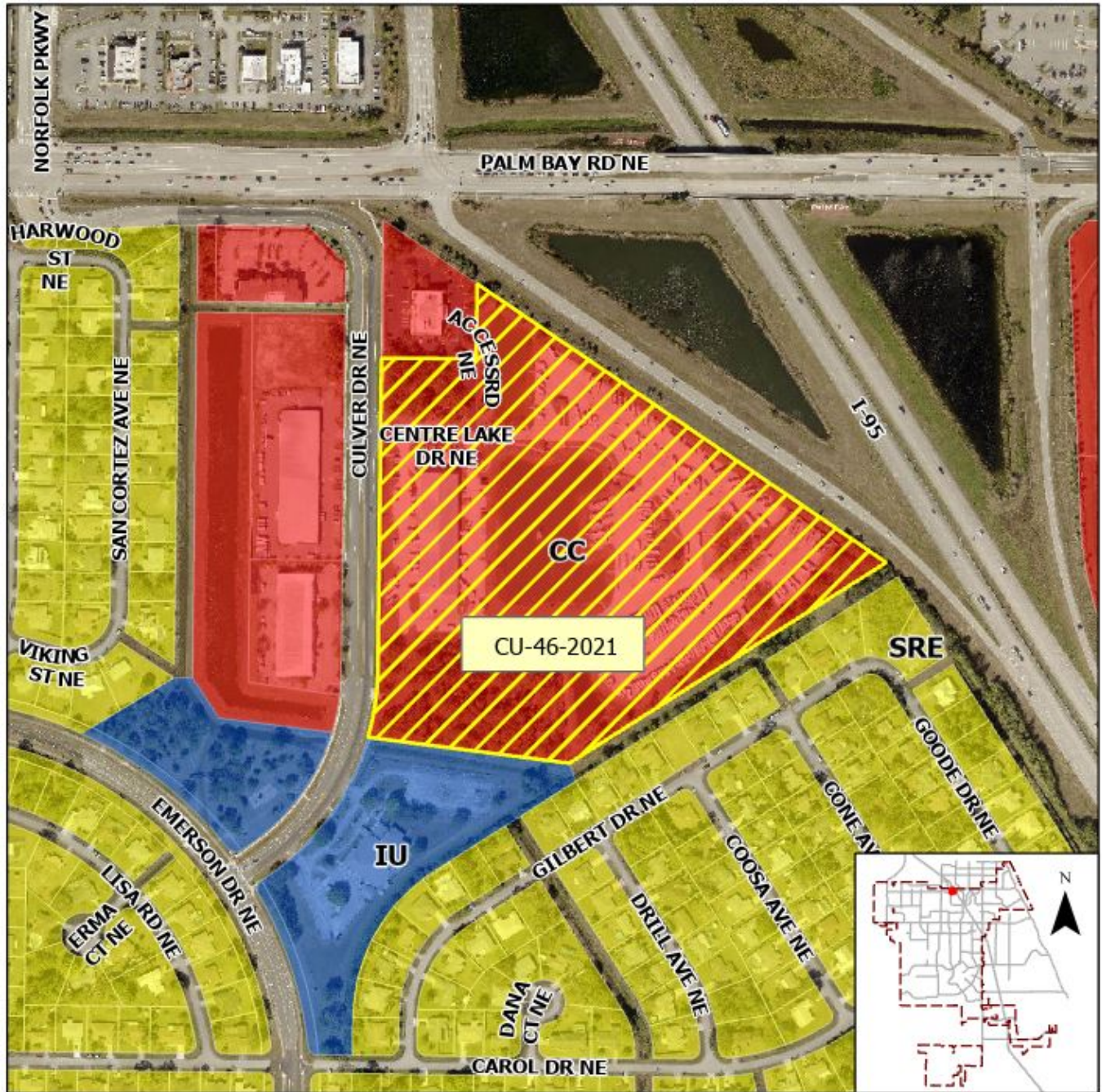
East of and adjacent to Culver Drive NE, in the vicinity north and south of Centre Lake Drive NE, specifically at 1355 Culver Drive NE

Future Land Use Classification

COM – Commercial Use



Map is not to scale—for illustrative purposes only; not to be construed as binding or as a survey.



ZONING MAP

CASE: CU-46-2021

Subject Property


East of and adjacent to Culver Drive NE, in the vicinity north and south of Centre Lake Drive NE, specifically at 1355 Culver Drive NE

Current Zoning Classification

CC – Community Commercial District



A graphic scale bar with markings for 0, 30, and 60 feet. The bar is divided into alternating black and white segments, with a total length of 60 feet.

 <p>CONSTRUCTION ENGINEERING GROUP <i>Consulting Engineers</i></p>		2651 E.ou Galle Blvd, Suite A Melbourne, FL 32935 Tel: 321.253.1221 www.cseengineering.com COA #0008997	REV# DATE REVISION
<p>GIANT RECREATION WORLD RECREATION WORLD, INC. 1385 CULVER DR NE, PALM BAY 32907</p>		<p>CONDITIONAL USE EXHIBIT</p>	
<p>DRAWING TITLE</p>			
<p><small> COPYRIGHT © 2014 DMT THESE DOCUMENTS AND THEIR CONTENTS ARE THE PROPERTY OF DMT. NO REPRODUCTION OR TRANSMISSION IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, IS PERMITTED WITHOUT THE WRITTEN CONSENT OF DMT. ALL RIGHTS RESERVED BY DMT. </small></p>			
DATE	09/30/21		
SCALE	1"=30'		
PROJ. NO. :	210190		
DESIGNED BY:	DMT		
DRAWN BY:	NCW		
CHECKED BY:	JTW		
DRAWING NO.	GRCU-1		









LAND DEVELOPMENT DIVISION

120 Malabar Road SE • Palm Bay, FL 32907 • Telephone: (321) 733-3042

Landdevelopmentweb@palmbayflorida.org

CONDITIONAL USE APPLICATION

This application must be deemed complete and legible, and the original application with original signature(s) must be returned by the first day of the month during division office hours, with all enclosures referred to herein, to the Land Development Division, Palm Bay, Florida, to be processed for consideration the following month at the earliest by the Planning and Zoning Board. The application will then be referred by the Planning and Zoning Board for study and recommendation to the City Council. You or your representative are required to attend the meeting(s) and will be notified by mail of the date and time of the meeting(s). The Planning and Zoning Board holds their regular meeting the first Wednesday of every month at 7:00 p.m. in the City Hall Council Chambers, 120 Malabar Road SE, Palm Bay, Florida, unless otherwise stated.

PARCEL ID(S):

28-37-19-75-A

TAX ACCOUNT NUMBER(S):

2829449

PROPERTY ADDRESS:

1355 Culver Drive NE; Palm Bay, FL 32907

SIZE OF AREA COVERED BY THIS APPLICATION (calculate acreage):

+/- 4.06

ZONING CLASSIFICATION AT PRESENT (ex.: RS-2, CC, etc.):

CC

CONDITIONAL USE SOUGHT:

The proposed project consists of a new 23,000 sf RV detail shop and customer delivery building to compliment the existing sales and repair center. New construction will include parking and driveway connections, water service, fire line, wastewater, site lighting, landscaping and irrigation. Existing native trees will be preserved to the greatest extent possible with additional landscape buffering as required by the city.

CITY OF PALM BAY, FLORIDA
CONDITIONAL USE APPLICATION
PAGE 2 OF 4

BE ADVISED: All Conditional Use applications/projects are evaluated based on the following items located in [Section 185.087](#) of the Code of Ordinances:

1. Proposed building and structures.
2. Proposed parking areas, vehicular and pedestrian circulation;
3. Proposed driveways and roadways near the site;
4. Conceptual stormwater management system; and
5. The provisions for potable water, sewer, and fire protection.

A SITE SKETCH TO SCALE MUST BE PROVIDED OF THE FOLLOWING:

- (A) Adequate ingress and egress may be obtained to and from the property, with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or other emergency.
- (B) Adequate off-street parking and loading areas may be provided, without creating undue noise, glare, odor, or other detrimental effects upon adjoining properties.
- (C) Adequate and properly located utilities that are available or may be reasonably provided to serve the proposed development.
- (D) Adequate screening and/or buffering will be provided to protect and provide compatibility with adjoining properties.
- (E) Signs, if any, and proposed exterior lighting will be so designed and arranged so as to promote traffic safety and to eliminate or minimize any undue glare, incompatibility, or disharmony with adjoining properties.
- (F) Yards and open spaces will be adequate to properly serve the proposed development and to ensure compatibility with adjoining properties.
- (G) The proposed use will not constitute a nuisance or hazard because of the number of persons who will attend or use the facility, or because of vehicular movement, noise, fume generation, or type of physical activity.
- (H) Development and operation of the proposed use will be in full compliance with any additional conditions and safeguards which the City Council may prescribe, including, but not limited to, reasonable time limit within which the action for which special approval is requested shall be begun or completed, or both.

CITY OF PALM BAY, FLORIDA
CONDITIONAL USE APPLICATION
PAGE 3 OF 4

ADDITIONAL CONDITIONS MUST BE MET AND INCORPORATED INTO THE SITE SKETCH FOR THE SPECIFIC CONDITIONAL USE. Additional criteria is listed in [Section 185.088](#) and available from staff (check all that apply):

- ☐ **Church** [Sec. 185.088(A)]
- ☐ **Club or Lodge** [Sec. 185.088(B)]
- ☐ **Commercial Dog Kennel** [Sec. 185.088(C)]
- ☐ **Planned Industrial Development** (industrially zoned site over 5 acres) [Sec. 185.088(D)]
- ☐ **Public or Private School** [Sec. 185.088(E)]
- ☐ **Self-Storage Facility** [Sec. 185.088(F)]
- ☐ **Communication Tower and Facilities** [Sec. 185.088(G)]
- ☐ **Dance Club** [Sec. 185.088(H)]
- ☐ **Security Dwelling Unit** [Sec. 185.088(I)]
- ☐ **Wedding Venue** [Sec. 185.088(J)]
- ☐ **Event Hall** [Sec. 185.088(K)]

CITY OF PALM BAY, FLORIDA
CONDITIONAL USE APPLICATION
PAGE 4 OF 4

THE FOLLOWING PROCEDURES AND ENCLOSURES ARE REQUIRED TO COMPLETE THIS APPLICATION:

- ☐ *\$650.00 Application Fee. Make Check payable to "City of Palm Bay."
- ☐ List of legal descriptions of all properties within a 500-foot radius of the boundaries of the property covered by this application, together with the names and mailing addresses (including zip codes) of all respective property owners within the above referenced area. (This should be obtained for a fee from the Brevard County Planning and Zoning Department at (321) 633-2060.)
- ☐ Site Sketch (See page 2 for requirements). **Also provide the site sketch on Memory Drive.**
- ☐ Citizen Participation Plan. Refer to Section 169.005 of the Land Development Code for guidelines.
- ☐ Sign(s) posted on the subject property. Refer to Section 51.07(C) of the Legislative Code for guidelines. Staff will provide a sign template.
- ☐ **Where the property owner is not the representative for the request, a LETTER must be attached giving the notarized consent of the property owner(s) to a representative.**

Name of Representative David M. Tom, 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.

Under penalties of perjury, I declare that I have read the foregoing conditional use application and that the facts stated in it are true.

Owner Signature

C.O.D.

Date

9/20/2021

Printed Name

Joe McNamara- Recreation World, Inc

Full Address

13906 West Colonial Drive; Winter Garden, FL 34787

Telephone

321- 242- 6261

Email

joe@grwrv.com

***NOTE: APPLICATION FEE IS NON-REFUNDABLE UPON PAYMENT TO THE CITY**

Sept. 9, 20 21

Re: Letter of Authorization

As the property owner of the site legally described as:

BCPA Parcel ID 28-37-19-75-A

I, Owner Name: Joe McNamara- Recreation World, Inc

Address: 13906 West Colonial Drive; Winter Garden, FL 34787

Telephone: 321- 242- 6261

Email: joe@grwrv.com

hereby authorize:

Representative: David M. Tom, PE- Construction Engineering Group, LLC

Address: 2651 W Eau Gallie Blvd, Suite A; Melbourne, FL 32935

Telephone: 321-610- 1763

Email: jwise@cegengineering.com

to represent the request(s) for:

Conditional Use submittal and any/all associated submittals

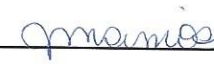
 C.O.O.
(Property Owner Signature)

STATE OF Florida

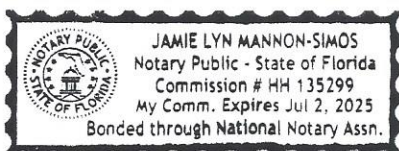
COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9th day of Sept, 20 21 by

Joe McNamara, property owner.


Jamie Mannon-Simos, Notary Public

☒ Personally Known or ☐ Produced the Following Type of Identification:



RESOLUTION 2021-69

A RESOLUTION OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING RESOLUTION 2012-45, AS AMENDED BY RESOLUTIONS 2015-29 AND 2013-57, SECTION 2, EXHIBIT 'A' THEREIN, BY GRANTING A MODIFICATION TO THE CONDITIONAL USE TO ALLOW EXPANSION OF A PERMITTED USE ON A PARCEL OF TEN (10) OR MORE ACRES OF AREA FOR A RECREATIONAL VEHICLE DETAIL AND DELIVERY SHOP IN CC (COMMUNITY COMMERCIAL DISTRICT) ZONING; WHICH PROPERTY IS LOCATED EAST OF AND ADJACENT TO CULVER DRIVE, IN THE VICINITY NORTH AND SOUTH OF CENTRE LAKE DRIVE, AND LEGALLY DESCRIBED HEREIN; PROVIDING FOR CONSTRUCTION TO BE IN COMPLIANCE WITH THE SITE PLAN; PROVIDING FOR A COMMENCEMENT PERIOD; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a conditional use for a planned commercial development in CC (Community Commercial District) zoning was granted, with a binding site plan, through Resolution 2012-45, on December 20, 2012, and

WHEREAS, extensions to the commencement periods of the conditional use granted for the planned commercial development was granted through Resolutions 2015-29 and 2013-57, and

WHEREAS, an application to permit a modification to the existing conditional use and binding site plan has been made by Giant Recreation World, and

WHEREAS, the request was duly considered by the Planning and Zoning Board of the City of Palm Bay on November 15, 2021, which voted to recommend to the City Council approval of the application, and

WHEREAS, all provisions applicable to the conditional use under Chapter 185, Zoning, Conditional Uses, Sections 185.085 and 185.086, and District Regulations, Section 185.043, of the Palm Bay Code of Ordinances, have been addressed by the applicant, and

WHEREAS, the City Council of the City of Palm Bay has determined that such modification to the conditional use will neither be injurious to the neighborhood nor otherwise detrimental to the public welfare.

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

SECTION 1. The City Council of the City of Palm Bay hereby grants a modification to the site plan of the conditional use granted for a planned commercial development through Resolution 2012-45 on property zoned CC (Community Commercial District), which property is legally described herein as Exhibit 'A'.

SECTION 2. The modification to the site plan of the conditional use is granted subject to the applicant complying with the following:

- A. Modification shall be in accordance with the site plan which is, by reference, incorporated herein as Exhibit 'B';
- B. The Land Development Division Staff Report which is, by reference, incorporated herein as Exhibit 'C';
- C. A vegetative buffer along the western property line and a row of canopy trees along the southern property line, adjacent to the proposed development;
- D. The new building shall be fire sprinklered;
- E. At the time of site plan submittal, the applicant shall work with the City's Engineering Division to establish a drainage easement along the southern property line;
- F. Preserve the existing trees indicated on the conceptual plan; and
- G. All provisions of the Code of Ordinances of the City of Palm Bay and all other state and federal rules, regulations, and statutes.

SECTION 3. The modification to the conditional use must be commenced within one (1) year from the effective date of this resolution. Commencement shall mean the issuance of the appropriate permit(s) which must remain active. Failure to commence such construction within one (1) year shall void the conditional use.

SECTION 4. This resolution shall take effect immediately upon the enactment date.

This resolution was duly enacted at Meeting 2021-31, of the City Council of the City of Palm Bay, Brevard County, Florida, held on December 2, 2021.

Rob Medina, MAYOR

ATTEST:

Terese M. Jones, CITY CLERK

Applicant: Giant Recreation World
Case: CU-46-2021

cc: 12-3-21 Brevard County Recording
Applicant
Case File

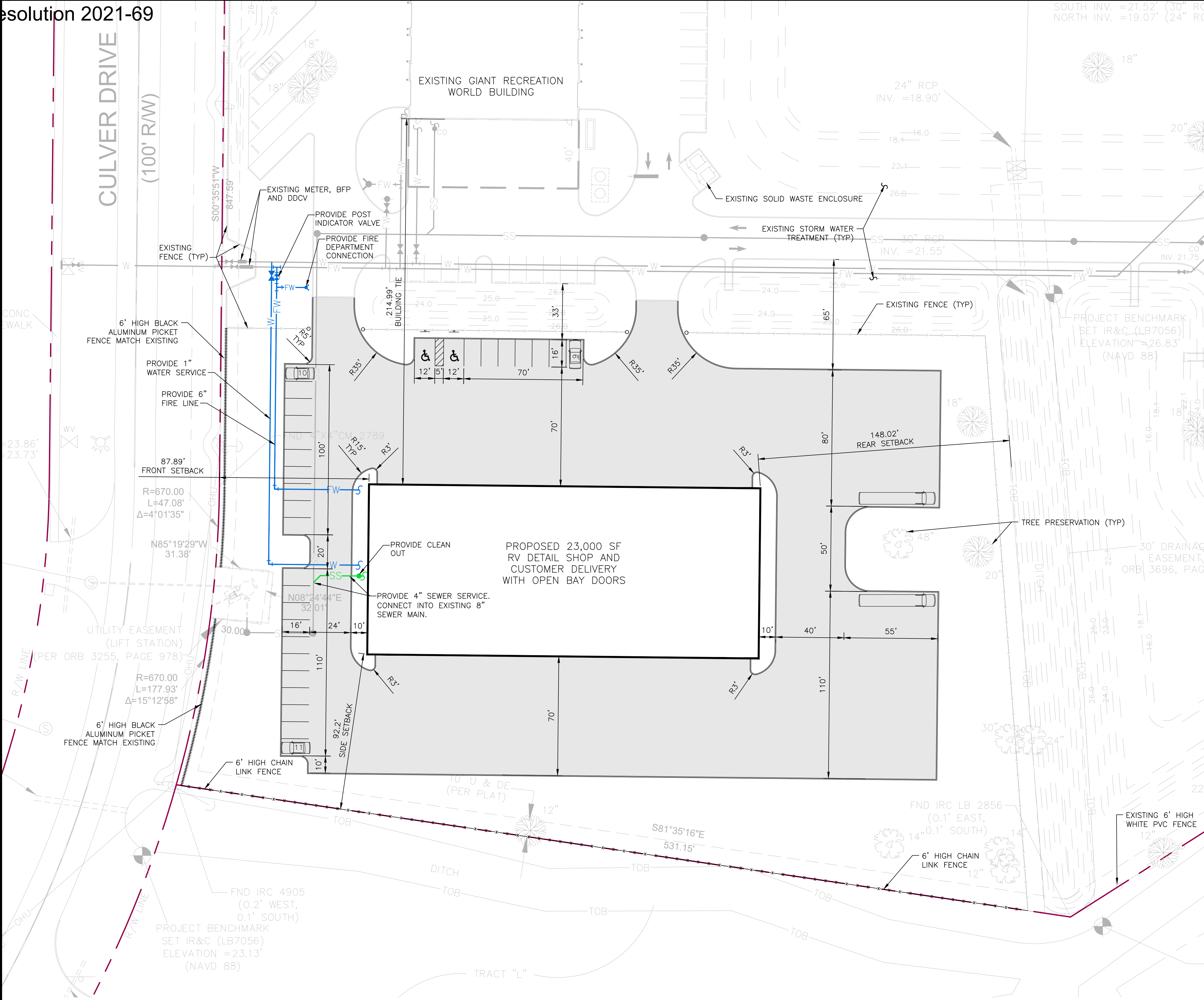
LEGAL DESCRIPTION:

TRACT A, OF SECOND REPLAT IN PORT MALABAR UNIT TWENTY-ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 34, PAGES 76 AND 77, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

LESS AND EXCEPT:

A PORTION OF TRACT "A", OF SECOND REPLAT IN PORT MALABAR UNIT TWENTY-ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 34, PAGES 76 AND 77, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF TRACT "A" OF SAID SECOND REPLAT OF PORT MALABAR UNIT TWENTY ONE AND A POINT OF THE SOUTHERLY RIGHT OF WAY OF INTERSTATE 95, LIMITED ACCESS RIGHT OF WAY; THENCE RUN SOUTH 55°27'45" EAST ALONG SAID SOUTHERLY RIGHT OF WAY, 308.57 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY, RUN SOUTH 00°35'51" WEST, A DISTANCE OF 202.20 FEET; THENCE NORTH 89°24'09" WEST, A DISTANCE OF 256.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF CULVER DRIVE (A 100 FOOT WIDE RIGHT OF WAY); THENCE NORTH 00°35'51" EAST, ALONG SAID EASTERLY RIGHT OF WAY OF CULVER DRIVE (A 100 FOOT WIDE RIGHT OF WAY); THENCE NORTH 00°35'51" EAST ALONG SAID EASTERLY RIGHT OF WAY, A DISTANCE OF 374.49 FEET TO THE POINT OF BEGINNING.



CONDITIONAL USE EXHIBIT
1"=30'

1. GENERAL STATEMENT:

THE PROPOSED PROJECT CONSISTS OF A NEW 23,000 SF RV DETAIL SHOP AND CUSTOMER DELIVERY BUILDING TO COMPLEMENT THE EXISTING SALES AND REPAIR CENTER FOR GIANT RECREATION WORLD. NEW CONSTRUCTION WILL INCLUDE PARKING AND DRIVEWAY CONNECTIONS, WATER SERVICE, FIRE LINE, WASTEWATER, SITE LIGHTING, LANDSCAPING AND IRRIGATION. EXISTING NATIVE TREES WILL BE PRESERVED TO THE GREATEST EXTENT POSSIBLE WITH ADDITIONAL LANDSCAPE BUFFERING AS REQUIRED BY THE CITY. STORMWATER TREATMENT & ATTENUATION WAS PROVIDED AND PERMITTED DURING PHASE I FOR A TOTAL OF 75% IMPERVIOUS. THE PROPOSED IMPERVIOUS IS APPROXIMATELY 52%. THE BUILDING IS PROPOSED TO HAVE OPEN BAY DOORS ON NORTH AND SOUTH SIDES.

2. CONTACT INFORMATION:

OWNER:
RECREATION WORLD, INC.
13906 WEST COLONIAL DRIVE
WINTER GARDEN, FL 34787
TEL: (407) 656-6444

CIVIL ENGINEER:
CONSTRUCTION ENGINEERING GROUP, LLC
JAKE T. WISE, PE AND DAVID M. TOM, PE
2651 W. EAU GALIE BOULEVARD, SUITE A
MELBOURNE, FL 32935
TEL: (321) 610-1760
EMAIL: JWISE@CEENGINEERING.COM
DTOM@CEENGINEERING.COM

SURVEYOR:
LAVENTURE & ASSOCIATES, INC.
774 W. MIDWAY ROAD
FORT PIERCE, FLORIDA 34982
TEL: (772) 398-6430
FAX: (772) 398-6426

ADDRESS:
1355 CULVER DRIVE NE
PALM BAY, FL 32907
TOWNSHIP: 28
RANGE: 37
SECTION: 19
PARCEL ID: 28-37-19-75-0000A.0-0000.00
TAX ACCOUNT NUMBER: 2829449

3. SITE CHARACTERISTICS:

PROJECT ACREAGE: ±4.06
ZONED: CC
FLU: COM

LANDS SHOWN HEREON LIE IN FLOOD ZONE X, PER
FLOOD INSURANCE RATE MAP 12009C0520 E, DATED APRIL 3, 1989.

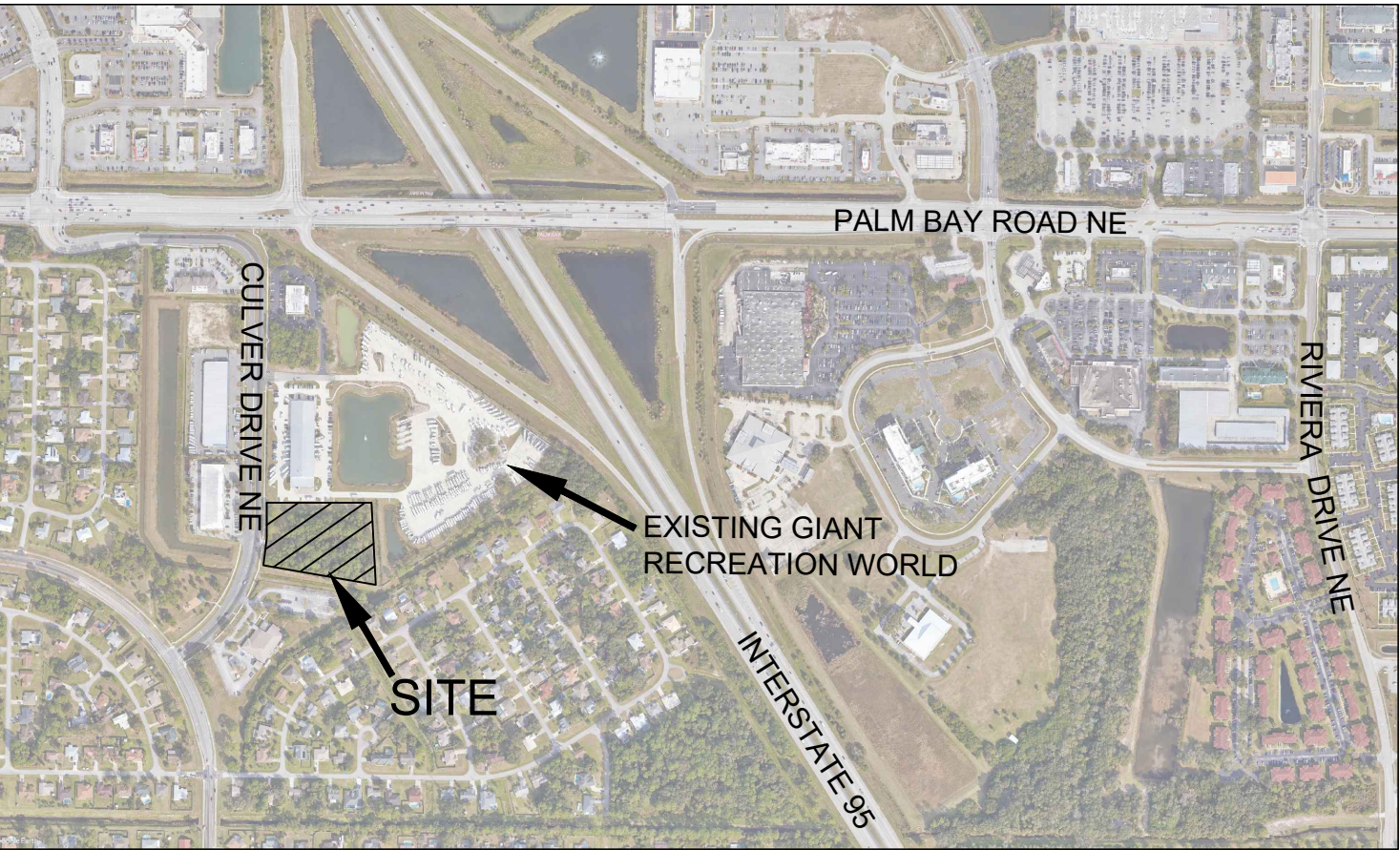
SETBACKS:

	REQUIRED	PROPOSED
FRONT:	30'	87.89'
SIDE INTERIOR (NEXT TO COMMERCIAL):	5'	92.20'
REAR:	25'	69.74'

4. PARKING SPACE CALCULATIONS:

REQUIRED: PROPOSED BUILDING IS CONSIDERED AN ACCESSORY USE AND NO ADDITIONAL PARKING IS REQUIRED

PROVIDED: 30 PARKING STANDARD PARKING SPACES



LOCATION MAP
NTS

LEGAL DESCRIPTION:

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CIVIL LEGEND:

BUILDING OR STRUCTURE	
ASPHALTIC PAVEMENT	
6' HIGH CHAIN LINK FENCE	
6' HIGH PICKET FENCE	
PRESERVED TREE	



REVISION	
DATE	REV#

2651 Eau Gallie Blvd., Suite A
Melbourne, FL 32935
Tel: 321.253.1221
www.ceengineering.com
COA #008897

CONSTRUCTION ENGINEERING GROUP
Consulting Engineers

GIANT RECREATION WORLD
RECREATION WORLD, INC.
1355 CULVER DR NE, PALM BAY 32907
DRAWING TITLE
CONDITIONAL USE EXHIBIT

DATE	09/30/21
SCALE	1"=30'
PROJ. NO. :	210190
DESIGNED BY:	DMT
DRAWN BY:	NCW
CHECKED BY:	JTW
DRAWING NO.	GRCU-1



STAFF REPORT

LAND DEVELOPMENT DIVISION

120 Malabar Road SE • Palm Bay, FL 32907 • Telephone: (321) 733-3042

landdevelopmentweb@palmbayflorida.org

Prepared by

Patrick J. Murphy, Acting Growth Management Director

CASE NUMBER

CU-46-2021

PLANNING & ZONING BOARD HEARING DATE

November 15, 2021

PROPERTY OWNER & APPLICANT

Giant Recreation World

PROPERTY LOCATION/ADDRESS

Tract A of the Second Replat in Port Malabar Unit 21,
Section 19, Township 28 south, Range 37 east, Brevard
County, Florida. 1355 Culver Drive NE

SUMMARY OF REQUEST

Conditional Use approval for expansion of a permitted use on a
parcel of ten (10) or more acres of area.

Existing Zoning

CC, Community Commercial

Existing Land Use

Commercial Use

Site Improvements

Recreational Vehicle Retail & Service

Site Acreage

24.05 acres [expansion is on the southern 4 acres of the site]

SURROUNDING ZONING & USE OF LAND

North

CC, Community Commercial; Medical Offices; I-95 On-Ramp

East

CC, Community Commercial; Giant Recreation World Site

South

IU, Institutional Use; Palm Bay Senior Center and SRE, Suburban
Residential Estate; Single-Family Homes

West

CC, Community Commercial; Culver Drive NE

COMPREHENSIVE PLAN

COMPATIBILITY

Yes

BACKGROUND:

The subject property, Giant Recreation World, was constructed in 2016. The property received conditional use approval via Resolution 2012-45, as a planned commercial development, which was later extended in via Resolution 2015-29. The total property consists of 24.05 acres of land, with a retail/service building and a paved outside storage area of inventory vehicles.

The applicants, Giant Recreation World, are requesting conditional use approval for an accessory building for an RV detail and delivery shop to operate at their current property, as required by Section 185.043(D)(1) of the Palm Bay Code of Ordinances.

ANALYSIS:

As stated in the background section of this report, the site received approval in 2012. Site improvements, constructed in 2016, consist of a 32,000 square foot retail and service center for recreational vehicles. Roughly half the site (the east half) is used for vehicle display and storage. A large retention pond is in the middle of the property and a 1-acre area in the NW portion of the site remains undeveloped.

The applicants are seeking to add another building on their property, a 23,000 square foot building with bay doors to function as an RV detail, ship, and delivery building. The proposed structure will be built on a 4-acre portion of the existing parcel, which is presently undeveloped.

CODE REQUIREMENTS:

To be granted conditional use approval, requests are evaluated upon items (A) through (I) of the General Requirements and Conditions of Section 185.087 of the Code of Ordinances. A review of these items is as follows:

Item (A): Adequate ingress and egress may be obtained to and from the property, with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or another emergency.

The site plan shows no new ingress or egress from Culver Drive NE, as it is not necessary. Access to the new building will be internal, from the existing paved areas of the site. The proposed building is not anticipated to create a significant increase in traffic to the site.

Item (B): Adequate off-street parking and loading areas may be provided, without creating undue noise, glare, odor, or other detrimental effects upon adjoining properties.

Off-street parking has been proposed along the western boundary of the property, although additional parking is not required with accessory structures. These parking spaces are for employee automobiles, with additional RV parking along the eastern boundary.

Item (C): Adequate and properly located utilities are available or may be reasonably provided to serve the proposed development.

The existing building is connected to City water and sewer services. ~~However, the proposed accessory building will have no new water and sewer connections provided as there will be no facilities in need of such utility.~~ The applicant has stated that the proposed accessory building will not be open to the public, and employees will have access to restroom facilities ~~>>in the new buildings. A revised Utility Agreement will be required<< in the main building.~~ The site has electricity service via Florida Power & Light.

Item (D): Adequate screening and/or buffering will be provided to protect and provide compatibility with adjoining properties.

The property received a variance (V-17-2012) to reduce the number of replacement trees on the property from 168 to zero trees, with two conditions. The first condition of the variance included a natural buffer along the southern property line, adjacent to residential land, at a minimum of 30 feet. The second condition included working with staff to plant the required replacement trees on City property. Proposed site improvements will be located adjacent to the Palm Bay Senior Center. The conceptual plan indicates preservation of existing trees in the SE portion of the project area, to help buffer the properties along Gilbert Drive NE.

The proposed accessory building will be visible from Culver Drive NE and should have adequate screening between the road and adjoining properties. As this is an accessory building that will be used by employees only, there does not appear to be a need for visibility from the street. Since the site is adjacent to the Senior Center (Institutional Use zoning), it is not required to meet the 30' vegetative buffer. Therefore, staff recommends a vegetative buffer on the western property line, and a row of canopy trees along the southern property line, adjacent to the Senior Center.

Item (E): Signs, if any, and proposed exterior lighting will be so designed and arranged to promote traffic safety and to eliminate or minimize any undue glare, incompatibility, or disharmony with adjoining properties.

No additional photometric or sign plans have been submitted for permitting or with this application. Any additional signs must comply with the commercial sign code, and any proposed lighting plans must show that all lumens fall to zero at the property lines.

Item (F): Yards and open spaces will be adequate to properly serve the proposed development and to ensure compatibility with adjoining properties.

Due to the size of the property, there appears to be sufficient open space to ensure compatibility with adjoining properties, provided there is adequate screening and buffering.

Item (G): The proposed use will not constitute a nuisance or hazard because of the number of persons who will attend or use the facility, or because of vehicular movement, noise, fume generation, or type of physical activity.

The existing use of the site, for RV sales and display, is adjacent to Interstate 95. Any additional noise and fume generation appears minimal. The proposed accessory structure is a covered building to detail and prepare RVs for delivery to customers. It will not add any new vehicles to the site. Access will be internal, and no additional driveways are proposed.

Item (H): The use as proposed for development will be compatible with the existing or permitted uses of adjacent properties.

Giant Recreation World was allowed to develop under the approval of CU-15-2012, within Community Commercial zoning. The proposed structure is adjacent to Institutional Use zoned land and would not be incompatible, provided there is adequate screening and buffering.

Item (I): Development and operation of the proposed use will be in full compliance with any additional conditions and safeguards which the City Council may prescribe, including, but not limited to, a reasonable time limit within which the action for which special approval is requested shall be begun or completed, or both.

The Board and Council have the authority and right to impose any additional and justifiable safeguards, and/or conditions, to ensure that the facility operates safely and harmoniously with its surroundings.

Additional Staff Comments:

The Public Works Department is requesting an easement along the south side of the property to aid in the maintenance of the abutting drainage ditch.

The Fire Plans Examiner has stated that the building shall be provided a Fire Sprinkler system.

STAFF RECOMMENDATION:

Motion to approve CU-46-2021, subject to the following condition(s):

- A vegetative buffer along the western property line, and a row of canopy trees along the southern property line, adjacent to the proposed development.
- The new building shall be fire sprinklered.
- At the time of site plan submittal, the applicant shall work with the City's Engineering Division to establish a drainage easement along the southern property line.

- Preserve the existing trees indicated on the conceptual plan.



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: 12/2/2021

RE: Ordinance 2021-80, amending the Code of Ordinances, Chapter 64, Business Improvement District, by repealing the Chapter in its entirety, first reading.

On December 6, 2018, City Council approved Ordinance 2018-66 creating the Business Improvement District (BID), a special district meeting the requirements Chapter 189, F.S., providing for a legal description and boundaries of the District. The BID was created to provide for capital improvements, services, programs, opportunities, and initiatives that generate business development and redevelopment and that foster conditions conducive to job creation, business growth and expansion, and the creation of a vibrant economy within the District.

On March 21, 2019, City Council approved Ordinance 2019-20 amending the composition of the governing board. Due to difficulties appointing members to the board, City Council subsequently approved Ordinance 2019-50 on September 5, 2019 modifying the composition of the governing board again, removing City Council as members of the Board and reducing the number of board members from 11 to seven (7), requiring that members be stakeholders of the District as defined within the Ordinance.

On August 6, 2020, Council adopted Resolution 2020-34, appointing members to the governing board of the BID, which would be responsible for commissioning and implementing a Business Improvement Corridor Plan (Plan) as adopted by City Council. Per Chapter 64, Palm Bay Code of Ordinances, the Board was to transmit the Business Corridor Improvement Plan to the City Council for approval on or before January 1, 2020; however, due to challenges obtaining a full governing board and constraints surrounding funding required to prepare and implement the Plan, staff is seeking Council's consideration to dissolve the BID.

At the November 18, 2021 Regular Council Meeting, City Council authorized staff to bring forth an ordinance dissolve the City of Palm Bay's Business Improvement District (BID). As per Florida Statutes 189.072, the City Council can dissolve a special district by a majority vote plus one.

REQUESTING DEPARTMENT:
Community & Economic Development

FISCAL IMPACT:

The City is currently paying the annual fee to the Florida Department of Economic Opportunity's Special District Office of \$175. If the BID is dissolved, the City would not be required to remit this payment for 2022, which is currently budgeted in account 001-3410-559-5401.

RECOMMENDATION:

Motion to approve Ordinance 2021-80 dissolving the City of Palm Bay's Business Improvement District (BID).

ATTACHMENTS:

Description

Ordinance 2021-80

ORDINANCE 2021-80

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, TITLE V, LEGISLATIVE, CHAPTER 64, BUSINESS IMPROVEMENT DISTRICT, BY REPEALING THE CHAPTER IN ITS ENTIRETY; PROVIDING FOR THE REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR DELETION FROM THE CITY OF PALM BAY CODE OF ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. The City of Palm Bay Code of Ordinances, Title V, Legislative, Chapter 64, Business Improvement District, is hereby repealed in its entirety:

~~“GENERAL PROVISIONS~~

~~§ 64.01 FINDINGS.~~

It is hereby ascertained, determined and declared that:

(A) ~~The City desires to provide for capital improvements, services, programs, opportunities, and initiatives that generate business development and redevelopment and that foster conditions conducive to job creation, business growth and expansion, and the creation of a vibrant economy within a discrete geographic area of the City comprising the City of Palm Bay Business Improvement District. It is the intent of the City that such business development and redevelopment be accomplished pursuant to a Business Corridor Improvement Plan to be adopted and revised by the City.~~

(B) ~~The creation of a dependent special district meeting the requirements of Fla. Stat. Ch. 189 represents the best alternative for developing and implementing the Business Corridor Improvement Plan, as it would provide for a dedicated entity consisting of stakeholders including property owners, representatives from the business community, and interested citizens who possess unique knowledge and expertise as to the District and the requirements for the development, expansion, and revitalization of the area. This entity will be responsible for preparing and implementing the Business Corridor Improvement Plan, subject to approval and oversight by the City Council.~~

~~§ 64.02 DEFINITIONS.~~

~~As used in this chapter, the following words and terms have the following meanings, unless the context otherwise requires a different definition:~~

~~BOARD. The governing body of the City of Palm Bay Business Improvement District, the membership of which shall be as provided in § 64.12.~~

~~BUSINESS CORRIDOR IMPROVEMENT PLAN or PLAN. The Business Corridor Improvement Plan referred to in § 64.13, designed to provide for economic development and redevelopment, to create, provide, and retain jobs and business or industrial development and redevelopment opportunities or initiatives, and to provide for the creation of a vibrant downtown area within the boundaries of the Business Improvement District.~~

~~CITY. The City of Palm Bay, Florida.~~

~~CITY COUNCIL. The City Council of the City of Palm Bay.~~

~~CITY OF PALM BAY BUSINESS IMPROVEMENT DISTRICT or DISTRICT. The dependent special district created and described in §§ 64.10 et seq.~~

~~CODE. The City of Palm Bay Code of Ordinances.~~

~~MEMBER. A member of the Board, as provided pursuant to § 64.12.~~

~~CREATION OF CITY OF PALM BAY BUSINESS IMPROVEMENT DISTRICT~~

~~§ 64.10 CREATION AND PURPOSE OF THE CITY OF PALM BAY BUSINESS IMPROVEMENT DISTRICT.~~

~~There is hereby created a dependent special district, as defined in Fla. Stat. § 189.012(2), to be known and referred to as the "City of Palm Bay Business Improvement District." The purpose of the District is to develop, adopt, and modify, as needed, the Business Corridor Improvement Plan, which shall be submitted to the City Council for approval.~~

~~§ 64.11 DISTRICT BOUNDARIES.~~

~~The boundaries of the District shall be as described in Exhibit "A" of Ordinance 2018-66, passed December 20, 2018.~~

~~§ 64.12 GOVERNING BODY; MEETINGS; RECORDS.~~

~~(A) The Board shall be the governing body of the District. The Board shall be composed of seven (7) voting members appointed by the City Council. On~~

~~or before October 1, 2019, seven (7) appointed members shall be appointed by the City Council by subsequent resolution.~~

~~(B) — The term of office of each appointed member shall be four (4) years. There shall be no limitations on the ability of any appointed member to serve consecutive or multiple terms.~~

~~(C) — The composition of the appointed members shall be as follows:~~

~~(1) — One (1) appointed member shall represent an institution of higher education (college or university) located within the District.~~

~~(2) — One (1) appointed member shall represent a bank or financial institution located within the District.~~

~~(3) — One (1) appointed member shall represent a major employer located within the District.~~

~~(4) — Two (2) appointed members shall represent businesses located within the District. At least one such member shall represent a small business (fewer than fifty (50) employees) located within the District.~~

~~(5) — Two (2) at-large appointed members owning a commercial property or operating a business within the District.~~

~~(D) — At any meeting of the Board, the presence of four (4) members shall constitute a quorum. After a quorum has been established, a simple majority of the quorum may transact any official business of the District. Members attending a meeting telephonically, by video, or by any means other than being physically present shall not count toward the quorum.~~

~~(E) — Any vacancy occurring in any office of an appointed member shall be filled for the remainder of the unexpired term in the manner established in this section for regular appointments.~~

~~(F) — Any appointed member may be removed or suspended from office for the unexpired portion of the term of such appointed member in accordance with the process established in Chapter 61 of the Code.~~

~~(G) — Members shall receive no compensation. However, members shall be entitled to receive such reimbursement of per diem expenses in such amounts as are authorized by law provided those expenses are pre-authorized by the Board and reasonably incurred in the performance of duties as a member of the Board.~~

~~(H) — Members shall file all such financial disclosure forms required by law for persons serving on the governing body of a dependent special district.~~

~~(I) — Notice for and the conduct of the Board's meetings shall be pursuant to and in accordance with Fla. Stat. §189.015 and Ch. 286, and any other law or ordinance relating to open meetings that applies to meetings of the City Council.~~

~~(J) — Not later than ninety (90) days after the effective date of this chapter, and annually thereafter during January of each year, the Board shall hold an organizational meeting at which the Board shall elect a Chair, Vice Chair, and a Secretary-Treasurer, the duties and functions of which shall be fixed pursuant to bylaws adopted by the Board.~~

~~(K) — The Board shall keep the permanent records of the District, which shall include but not be limited to the recorded minutes of all meetings, resolutions, proceedings, certificates, and any and all written documentation of official actions of the District. The District records shall at reasonable times be open to inspection in the same manner as municipal records pursuant to Fla. Stat. Ch. 119. The District records shall be kept at the office or other regular place of business maintained by the Board in a designated location in the City.~~

~~(L) — All appointed members shall complete the same annual ethics training requirements as are required by law for elected municipal officers.~~

~~§ 64.13 BUSINESS CORRIDOR IMPROVEMENT PLAN.~~

~~(A) — The initial task of the District shall be the creation of a proposed Business Corridor Improvement Plan, a planning-level document designed to identify capital improvements, services, programs, opportunities and initiatives that generate development and redevelopment and that foster conditions conducive to job creation, business growth and expansion, and the creation of a vibrant downtown community within the boundaries of the District. At a minimum, the Business Corridor Improvement Plan shall provide for:~~

~~(1) — Goals and objectives for the District consistent with the purpose for which the District was created as provided herein, including a proposed timeline for achievement of same.~~

~~(2) — The identification of specific capital improvements, services, utilities, programs, initiatives, and activities within the District that will further the District's goals and objectives, as well as potential funding mechanisms for each.~~

~~(3) The identification of metrics and criteria to gauge the performance of the District over time.~~

~~(4) Such other matters or activities that may create, promote, expand, or improve economic development and redevelopment initiatives within the District.~~

~~(B) The District shall transmit the proposed Business Corridor Improvement Plan to the City Council for approval on or before January 1, 2020. The City Council may adopt the Plan as is, may recommend modifications to the Plan for further consideration by the Board, or may make any such amendments or modifications to the Plan without further action from the Board. The City Council shall have final approval authority over the Business Corridor Improvement Plan and any subsequent amendments thereto.~~

~~§ 64.14 POWERS OF THE DISTRICT.~~

~~All official acts of the District shall be by resolution or other action of the Board. The District, through the Board, shall have all express and implied powers for the government, management, and operation of the District in furtherance of the purposes for which the District was created, including but not limited to the following:~~

~~(A) Establish bylaws and rules of procedure regarding the operation of the Board and the conduct of Board meetings.~~

~~(B) Enter into interlocal agreements or join with any other general or special purpose local governments, public agencies, or authorities in the exercise of common powers.~~

~~(C) Sue and be sued in the name of the District and participate as a party in any civil, administrative, or other action.~~

~~(D) Hire and employ such attorneys, accountants, engineers, consultants, employees, firms, and/or corporations as shall be necessary, in the discretion of the Board, to carry out the purposes for which the District was created, subject to the availability of funding. The District, through the Board, may also utilize employees of the City of Palm Bay to carry out the purposes for which the District was created and the Board may authorize reimbursement of the City for same.~~

~~(E) Adopt a proposed budget each fiscal year for the operation of the District, and consistent with the approved Business Corridor Improvement Plan, to~~

~~satisfy statutory and contractual obligations of the District including covenants contractually provided in any outstanding bonds, revenue certificates, or other certificates of indebtedness. The proposed budget shall be subject to annual approval by the City Council. The City Council may adopt the proposed budget as is, may recommend modifications to the proposed budget for further consideration by the Board, or may make any such amendments or modifications to the proposed budget without further action from the Board.~~

~~(F) Recommend to the City Council the imposition of special assessments to fund capital improvements and/or services within the District that provide a special benefit to real property. All special assessments shall be levied by the City Council pursuant to the procedures set forth in Ch. 56 of the Code.~~

~~(G) Impose user fees, regulatory fees, and other charges for products and services made available by the District.~~

~~(H) Expend revenues from fees, special assessments, transfers from the general fund of the City, and such other funds as are made available to the District in accordance with an annual budget approved by the City Council, in furtherance of the purposes for which the District was created.~~

~~(I) Apply for and receive grants from federal and state agencies and other entities in furtherance of the purposes for which the District was created.~~

~~(J) Issue by resolution bonds, revenue certificates, and other certificates of indebtedness payable from special assessments and other revenue made available by the City and any tax increment trust fund created from a tax increment created by the City as contemplated in § 64.20, subject to approval by the City Council. The terms of any bonds, certificates or debt obligations including, but not limited to, the maturity, interest rate, and method of sale shall be set by resolution of the Board. Bonds, notes, or other obligations issued under this paragraph may be validated as provided in Fla. Stat. Ch. 75. The bonds, notes, and other obligations of the District, their transfer, and the income therefrom, including any profits made on the sale thereof, are at all times free from taxation of any kind by the state or by any political subdivision or other agency or instrumentality thereof. This power shall be exercised in such manner and subject to such limitations as are provided by law for the authorization of debt by an incorporated municipality.~~

~~(K) Lease, as lessor or lessee, to or from any person, corporation, association, or body, public or private, facilities or property of any nature to carry out the purposes for which the District was created.~~

~~(L) Recommend to the City Council financial incentives, as to matters for which the City has jurisdiction, for businesses seeking to locate, relocate, expand, or invest in the Business Improvement District, including impact fee credits or refunds, ad valorem or other tax exemptions and/or abatements, assessment reductions, conveyances of county real property, and such other innovative incentives as may be available.~~

~~(M) Acquire by purchase, gift, devise, or otherwise, and to dispose of, real or personal property or any estate therein.~~

~~(N) Enter in to such contracts as are necessary to fulfill the purposes for which the District was created.~~

~~(O) Market and advertise the advantages of the District in furtherance of the Business Corridor Improvement Plan.~~

~~(P) Exercise such other powers and functions as are reasonably necessary to effectuate the purpose for which the District was created and in furtherance of the Business Corridor Improvement Plan, subject to the limitations contained in this chapter.~~

MISCELLANEOUS

~~§ 64.20 TAX INCREMENT.~~

~~By subsequent resolution, the City Council may provide for the annual calculation of a tax increment within the District and for the transfer of funds calculated pursuant to such tax increment into a trust fund to be used for the purposes for which the District was created.~~

~~§ 64.21 REPORTING REQUIREMENTS.~~

~~The District shall adhere to all reporting requirements for dependent special districts, including those contained in Fla. Stat. Ch. 11, 189, and 218, and other applicable provisions of law.~~

~~§ 64.22 CONSISTENCY WITH THE COMPREHENSIVE PLAN.~~

~~The City Council hereby declares that the creation of the District is consistent with the City's approved comprehensive plan and elements thereof.~~

~~§ 64.23 SUNSET AND DISSOLUTION OF DISTRICT.~~

~~(A) — The District shall automatically sunset and dissolve, without further action by the City Council, twenty (20) years after the effective date of this chapter, at which time this chapter shall be deemed repealed and of no further force and effect.~~

~~(B) — Upon sunset of the District as provided in subsection (A) above or upon repeal of this chapter at an earlier date, all assets and revenues of the District, including any funds on deposit in any trust fund created by the City pursuant to a tax increment as contemplated on § 64.20, shall be distributed to the City."~~

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed and all ordinances or parts of ordinances not in conflict herewith are hereby continued in full force and effect.

SECTION 3. It is the intention of the City Council of the City of Palm Bay that the City of Palm Bay Code of Ordinances be revised to delete the language as specified above.

SECTION 4. If any portion, clause, phrase, sentence or classification of this ordinance is held or declared to be either unconstitutional, invalid, inapplicable, inoperative or void, then such declaration shall not be construed to affect other portions of the ordinance; it is hereby declared to be the express opinion of the City Council of the City of Palm Bay that any such unconstitutional, invalid, inapplicable, inoperative or void portion or portions of this ordinance did not induce its passage, and that without the inclusion of any such portion or portions of this ordinance, the City Council would have enacted the valid constitutional portions thereof.

SECTION 5. The provisions within this ordinance shall take effect immediately upon the enactment date.

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

Rob Medina, MAYOR

ATTEST:

Terese M. Jones, CITY CLERK

Reviewed by CAO: _____

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



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

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

DATE: 12/2/2021

RE: Award of Bid: Culvert pipe replacement, Country Club Units 1-10 – IFB 01-0-2022 – Public Works Department (Loren Jock Trucking, Inc. - \$724,656).

This project is comprised of the removal, disposal, replacement, and restoration of 49 culvert crossings at 39 locations within Country Club Units 1- 10. Construction of this project is turn-key and will include all aspects of work.

Procurement issued a bid on behalf of the Public Works Department. Three (3) bids were received. The Procurement Department staff reviewed the bids for responsiveness. Public Works Department evaluated the bids for responsibility and ability to perform the scope of services. The Department found the lowest responsive bid to be acceptable.

The City's remaining budget for this project is \$548,897.20. The City Engineer's construction estimate for this project was \$786,698.51. The lowest bid is \$724,655.50. Public Works staff has reviewed the low bidder's Summary of Pay Items, proposed Subcontractors, Equipment List and References and is satisfied with the evidence provided by the contractor. Staff recommends Loren Jock Trucking, Inc. of Stuart, Florida for award of IFB #01-0-2022/MS – Culvert Pipe Replacement – CC units 1-10.

Staff is recommending adding \$200,000 to the existing project budget to cover the costs of construction, design, and advertisement.

REQUESTING DEPARTMENT:
Public Works, Procurement

FISCAL IMPACT:

The original budget for this project was \$556,000. Design and advertisement costs from FY 21 have brought the remaining budget for this project to \$548,897.20. The total project award will be \$724,655.50. Funding for the additional \$200,000 budget is available in Stormwater Utility Fund Undesignated Fund Balance 461-0000-392-3006 and will be appropriated to the 461-7084-541-6309/21SU12 on the next scheduled budget amendment.

RECOMMENDATION:

Motion to 1) approve appropriation of funds on the next scheduled budget amendment; and 2) approve award of

IFB #01-0-2022/MS Culvert Pipe Replacement – CC Units 1-10 to Loren Jock Trucking, Inc. of Stuart, Florida.

ATTACHMENTS:

Description

Tabulation Sheet

		IFB #01-0-2022/MS Culvert Pipe Replacement - Port Malabar Country Club Units 1-10			Loren Jock Trucking, Inc		Timothy Rose Contracting, Inc.		Jobear Contracting, Inc.	
					4140 SE Robert Loop Rd		825 8th Street		1950 Danr Dr. NE	
					Stuart, FL 34997		Vero Beach, FL 32962		Palm Bay, FL 32904	
					772-888-3614		772-564-7800		321-723-3571	
		Red indicates extension error, corrected on this Tabulation			bill@lorenjocktrucking.com		accounting@timothyrosecontracting.com		trey@jobearinc.com	
ITEM	FDOT Pay Item	ITEM DESCRIPTION	Annual Qty	UOM	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	101-1	Mobilization	1	LS	\$ 53,000.00	\$ 53,000.00	\$ 90,000.00	\$ 90,000.00	\$ 124,300.00	\$ 124,300.00
2	102-1	Maintenance of Traffic	1	LS	\$ 29,900.00	\$ 29,900.00	\$ 19,000.00	\$ 19,000.00	\$ 25,000.00	\$ 25,000.00
3	104-1	Erosion Control	1	LS	\$ 9,860.00	\$ 9,860.00	\$ 3,600.00	\$ 3,600.00	\$ 10,000.00	\$ 10,000.00
4	120-3	Lateral Ditch Excavation	380	LF	\$ 24.50	\$ 9,310.00	\$ 10.65	\$ 4,047.00	\$ 10.00	\$ 3,800.00
5	285-706	Optional Base, Group 06	1000	SY	\$ 23.00	\$ 23,000.00	\$ 24.00	\$ 24,000.00	\$ 45.00	\$ 45,000.00
6	285-709	Optional Base Group 09	60	SY	\$ 54.50	\$ 3,270.00	\$ 36.00	\$ 2,160.00	\$ 100.00	\$ 6,000.00
7	334-1-13	1.5" SP 9.5 Asphalt Concrete Traffic C	80	TN	\$ 411.00	\$ 32,880.00	\$ 299.50	\$ 23,960.00	\$ 625.00	\$ 50,000.00
8	334-1-13	2" SP-9.5 Asphalt Concrete Traffic C	6	TN	\$ 851.00	\$ 5,106.00	\$ 300.00	\$ 1,800.00	\$ 700.00	\$ 4,200.00
9	425-1-341	INLETS, CURB, TYPE P-4, >10'	4	EA	\$ 5,310.00	\$ 21,240.00	\$ 9,180.00	\$ 36,720.00	\$ 9,840.00	\$ 39,360.00
10	425-1-345	INLETS, CURB, TYPE P-4, PARTIAL	3	EA	\$ 4,685.00	\$ 14,055.00	\$ 7,005.00	\$ 21,015.00	\$ 9,470.00	\$ 28,410.00
11	425-1-551	INLETS, DITCH BOTTOM, TYPE E, >10'	1	EA	\$ 7,555.00	\$ 7,555.00	\$ 3,550.00	\$ 3,550.00	\$ 5,500.00	\$ 5,500.00
12		INLETS, DITCH BOTTOM, TYPE K, >10'	3	EA	\$ 24,500.00	\$ 73,500.00	\$ 22,075.00	\$ 66,225.00	\$ 23,572.00	\$ 70,716.00
13	430-175-115	Pipe Culvert Optional Material Round 15" S/CD (PPP)	81	LF	\$ 148.00	\$ 11,988.00	\$ 150.00	\$ 12,150.00	\$ 102.10	\$ 8,270.10
14	430-175-118	Pipe Culvert Optional Material Round 18" S/CD (PPP)	205	LF	\$ 74.00	\$ 15,170.00	\$ 84.25	\$ 17,271.25	\$ 114.00	\$ 23,370.00
15	430-175-124	Pipe Culvert Optional Material Round 24" S/CD (PPP)	428	LF	\$ 80.50	\$ 34,454.00	\$ 89.00	\$ 38,092.00	\$ 138.20	\$ 59,149.60
16	430-175-130	Pipe Culvert Optional Material Round 30" S/CD (PPP)	157	LF	\$ 132.00	\$ 20,724.00	\$ 128.00	\$ 20,096.00	\$ 170.60	\$ 26,784.20
17	430-175-136	Pipe Culvert Optional Material Round 36" S/CD (PPP)	430	LF	\$ 137.00	\$ 58,910.00	\$ 146.00	\$ 62,780.00	\$ 183.65	\$ 78,969.50
18	430-175-142	Pipe Culvert Optional Material Round 42" S/CD (PPP)	594	LF	\$ 150.00	\$ 89,100.00	\$ 213.00	\$ 126,522.00	\$ 217.45	\$ 129,165.30
19		18" BY 15" PPP TEE	1	EA	\$ 5,315.00	\$ 5,315.00	\$ 2,000.00	\$ 2,000.00	\$ 2,501.00	\$ 2,501.00
20	430-175-215	CORRUGATED ALUMINUM PIPE, OTHER, 17" x 13" S/CD	112	LF	\$ 169.00	\$ 18,928.00	\$ 124.50	\$ 13,944.00	\$ 115.30	\$ 12,913.60
21	430-175-218	CORRUGATED ALUMINUM PIPE, OTHER, 21" x 15" S/CD	417	LF	\$ 97.50	\$ 40,657.50	\$ 130.50	\$ 54,418.50	\$ 124.90	\$ 52,083.30
22		CORRUGATED ALUMINUM PIPE, OTHER, 24" x 18" S/CD	180	LF	\$ 119.00	\$ 21,420.00	\$ 145.75	\$ 26,235.00	\$ 138.00	\$ 24,840.00
23	430-175-224	CORRUGATED ALUMINUM PIPE, OTHER, 28" x 20" S/CD	52	LF	\$ 226.00	\$ 11,752.00	\$ 140.00	\$ 7,280.00	\$ 154.40	\$ 8,028.80
24	430-175-230	CORRUGATED ALUMINUM PIPE, OTHER, 35" x 24" S/CD	155	LF	\$ 190.00	\$ 29,450.00	\$ 172.25	\$ 26,698.75	\$ 178.60	\$ 27,683.00
25	430-175-236	CORRUGATED ALUMINUM PIPE, OTHER, 42" x 29" S/CD	74	LF	\$ 360.00	\$ 26,640.00	\$ 182.00	\$ 13,468.00	\$ 248.30	\$ 18,374.20
26	430-175-224	PIPE CULVERT, RCP, OTHER, 19" x 30" S/CD	72	LF	\$ 108.00	\$ 7,776.00	\$ 149.00	\$ 10,728.00	\$ 146.10	\$ 10,519.20
27	430-175-124	Pipe Culvert, Optional Material, Round, 24" S/CD	48	LF	\$ 100.00	\$ 4,800.00	\$ 100.00	\$ 4,800.00	\$ 141.50	\$ 6,792.00
28	520-1-7	CONCRETE CURB (6" RAISED)	30	LF	\$ 52.50	\$ 1,575.00	\$ 43.00	\$ 1,290.00	\$ 35.00	\$ 1,050.00
29	520-1-10	CONCRETE CURB & GUTTER (24" WIDE)	280	LF	\$ 31.50	\$ 8,820.00	\$ 42.00	\$ 11,760.00	\$ 30.00	\$ 8,400.00
30	520-3	CONCRETE VALLEY GUTTER	140	LF	\$ 47.00	\$ 6,580.00	\$ 74.75	\$ 10,465.00	\$ 50.00	\$ 7,000.00
31	522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	100	SY	\$ 65.00	\$ 6,500.00	\$ 70.25	\$ 7,025.00	\$ 62.00	\$ 6,200.00
32	570-1-2	PERFORMANCE TURF, SOD	2000	SY	\$ 4.50	\$ 9,000.00	\$ 5.00	\$ 10,000.00	\$ 6.00	\$ 12,000.00
33	1050-15000	UTILITY PIPE, ADJUST/MODIFY, 5.9 - 12.9"	9	EA	\$ 1,380.00	\$ 12,420.00	\$ 6,500.00	\$ 58,500.00	\$ 4,500.00	\$ 40,500.00
TOTAL BID AMOUNT					\$724,655.50		\$831,600.50		\$976,879.80	



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: 12/2/2021

RE: Contract: Neptune water meters and parts – Utilities Department (Ferguson Waterworks – \$800,000 (annual estimate, 'as needed' basis)(sole source)).

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

In March 2003 the City purchased the Neptune hardware and software for the radio reading of water meters. Subsequently, the City has continued to use the Neptune system and kept the system current through upgrades to the system hardware and software. The Neptune software and hardware are a proprietary system designed to communicate with the Neptune radio read meters. Neptune water meters are the only radio read meters that are compatible with this proprietary system. Additionally, this system has been integrated to work, via data upload, with our current utility billing system. The main items purchased are the Neptune R900 Pit Gallon Registers and Neptune 5/8" x 3/4" T10 BB Bronze Bottom R900i Meter Complete. An average of 1800 registers and 1700 meters are purchased annually, as well as smaller quantities of other items on the pricing list.

In FY21 the Utilities Department upgraded the mobile data collectors and software to the Neptune 360 Mobile Application. This upgrade requires an annual subscription of \$.70 per meter/per year. For FY22 the subscription cost will be \$23,232.

The current agreement with Sunstate Meter and Supply, Inc., was approved by Council December 5, 2019; this agreement expires December 31, 2021. Effective October 25, 2021, Sunstate Meter and Supply, Inc., was sold to Ferguson Waterworks. Ferguson Waterworks has submitted a new pricing agreement for the term beginning January 1, through December 31, 2022. There is 3% price increase for the main items purchased.

Ferguson Waterworks is the sole source provider of Neptune water meters and parts for the State of Florida.

Per City Code of Ordinance 38.12 SOLE SOURCE PURCHASES: The Chief Procurement Officer may make or authorize the purchase of goods and/or services, subject to the mandatory City Council approval level stipulated in this Ordinance, without competitive solicitation when the director of the client department has documented in writing that such good and/or service is the only item that meets the need and is available through only one source of supply, or when the intent to award via sole source is posted on the City's website for a reasonable time period but at a minimum of seven (7) calendar days, or when a documented research effort by

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

REQUESTING DEPARTMENT:

Utilities, Procurement

FISCAL IMPACT:

Funding is available in the Utilities operating, and renewal and replacement accounts, 421-8016-536-3411 (annual subscription), 421-8020-533-6322 and 424-8022-533-6322. The estimated annual expenditure is \$800,000. Purchase orders are issued on an “as needed” basis

RECOMMENDATION:

Motion to approve the Sole Source purchase of Neptune water meters and parts from Ferguson Waterworks, located in Newberry, Florida. Council approval is requested for the price agreement for the term January 1, 2022, through December 31, 2022.

ATTACHMENTS:

Description

Sunstate Letter

Price Agreement

Neptune Sole Source Letter



14001 W Newberry Rd
Newberry, FL 32669

October 25, 2021

Dear Valued Customer,

We would like to personally thank you for your continued support. After much consideration, we have made the decision to sell Sunstate Meter & Supply, Inc. effective October 25, 2021. Ferguson is an industry leader that places tremendous value on taking care of its associates and providing world-class customer service.

Business changes

Your sales/customer service representative(s) will not change, but your payment remittance should be sent to Ferguson's address:

**Ferguson Waterworks #3650
Sunstate Meter & Supply
PO Box 100286
Atlanta, GA 30384-0286**

We will also be converting to Ferguson's computer system so invoices, packaging slips, etc. will look slightly different.

About Ferguson

Ferguson is the largest wholesale distributor of residential and commercial plumbing supplies in the U.S., and is also a major distributor of waterworks products, HVAC equipment, fire protection systems, and industrial products and services. Celebrating more than 65 years in business and headquartered in Newport News, VA, the company employs 28,000 associates in 1,400 locations.

Please be assured the superior customer service you have come to expect from us will continue. We have worked hard to earn both your business and your trust, and we are certain these strong customer relationships will continue to grow. If you have any questions, please do not hesitate to contact us.

Sincerely,

Keith Ellenburg
President

Enclosure: New remittance information

powered by
FERGUSON



ATTENTION: ACCOUNTS PAYABLE

Customers remitting payments by check should send payments to:

Ferguson Waterworks #3650
Sunstate Meter & Supply
PO Box 100286
Atlanta, GA 30384-0286

Customers remitting payments by ACH or wire transfer should remit as follows:

Bank Name: Bank of America
411 North Akard Street
Dallas, TX 75201
Account Name: Ferguson Enterprises, LLC
Account number: 4427213913
ABA/routing number (ACHs only): 111000012
ABA/routing number (wires only): 026009593
Swift Code (international wires only): BOFAUS3N

Ferguson accepts CTX and CCD+ ACH formatted payments. In order to receive prompt credit for the payment, please include the following information in the addenda or email remit to ACH@Ferguson.com:

1. Main Branch Number: 3650
2. Invoice Number: This number is located on the upper right hand of the invoice.
3. Amount Paid: Please include the amount paid per invoice.



Meter & Automation Group

11/11/2021

Ms. Cassandra C. Smith
Support Services Coordinator
City of Palm Bay Utilities Department
Phone: 321-952-3423
Fax: 321-674-1852
Cassandra.Smith@palmabayflorida.org

RE: NEPTUNE TECHNOLOGY GROUP, INC. – PRICE AGREEMENT 2022

Dear Ms. Smith:

Listed below are the prices for Neptune products that you have requested:

<u>Description</u>	<u>Unit Cost</u>
Neptune, R900i Pit Gallon Register (Any Size/Model)	\$172.00
Neptune, R900i Pit Gallon Register – Prorated Warranty Years 11-12 (-50%)	\$86.00
Neptune, R900i Pit Gallon Register – Prorated Warranty Years 13-14 (-40%)	\$103.20
Neptune, R900i Pit Gallon Register – Prorated Warranty Years 15-16 (-30%)	\$120.40
Neptune, R900i Pit Gallon Register – Prorated Warranty Years 17-18 (-20%)	\$137.60
Optional, R900i Pit Lid Antenna, 6' Cable Length	\$28.00
Optional, First Net Pit Lid Antenna, 6' Cable Length	\$30.00
Neptune, 5/8"x3/4" T10 BB Bottom R900i Meter Complete	\$206.00
Neptune, 1" T10 Bronze Bottom R900i Meter Complete	\$315.00
Neptune, 1 1/2" T10 R900i Meter Complete	\$622.15
Neptune, 2" T10 R900i Meter Complete	\$806.20
Neptune, 1 1/2" HP Turbine R900i Meter Complete	\$943.00
Neptune, 2" HP Turbine R900i Meter Complete	\$943.00
Neptune, 3" HP Turbine R900i Meter Complete	\$1,613.00
Neptune, 4" HP Turbine R900i Meter Complete	\$2,065.00
Neptune, 6" HP Turbine R900i Meter Complete	\$3,468.00
Neptune, 2" Tru Flo Compound R900i Meter Complete	\$1,823.15
Neptune, 3" Tru Flo Compound R900i Meter Complete	\$2,607.00
Neptune, 4" Tru Flo Compound R900i Meter Complete	\$2,998.00
Neptune, 6" Tru Flo Compound R900i Meter Complete	\$4,907.00
Neptune, 2" DI Coated Meter Strainer	\$251.12
Neptune, 3" DI Coated Meter Strainer	\$446.61
Neptune, 4" DI Coated Meter Strainer	\$533.80
Neptune, 6" DI Coated Meter Strainer	\$909.76



Meter & Automation Group

Neptune, 2" Strainer Acc. Kit	\$15.75
Neptune, 3" Strainer Acc. Kit	\$17.81
Neptune, 4" Strainer Acc. Kit	\$30.75
Neptune, 6" Strainer Acc. Kit	\$77.85
Neptune, 4"x1" HPPIII Fire Service Compound R900i Meter – SS BODY	\$8,564.00
Neptune, 6"x1 ½" HPPIII Fire Service Compound R900i Meter – SS BODY	\$14,596.00
Neptune, 8"x2" HPPIII Fire Service Compound R900i Meter – SS BODY	\$18,662.00
Neptune, 10"x2" HPPIII Fire Service Compound R900i Meter – SS BODY	\$22,808.00
Neptune, 3" Fire Hydrant Meter Complete W/Connections & Gate Valve	\$1,217.90
Neptune, 5/8"x3/4" Mach 10 R900i Meter	\$290.00
Neptune, 3/4" Mach 10 R900i Meter	\$310.00
Neptune, 1" Mach 10 R900i Meter	\$355.00
Neptune, 1 1/2" Mach 10 R900i Meter	\$785.00
Neptune, 2" Mach 10 R900i Meter	\$933.00
Neptune, 3" Mach 10 R900i Gallon Meter – 12" Lay Length	\$2,640.00
Neptune, 3" Mach 10 R900i Gallon Meter – 17" Lay Length	\$2,778.00
Neptune, 4" Mach 10 R900i Gallon Meter – 14" Lay Length	\$3,377.00
Neptune, 4" Mach 10 R900i Gallon Meter – 20" Lay Length	\$3,554.00
Neptune, 6" Mach 10 R900i Gallon Meter – 18" Lay Length	\$5,600.00
Neptune, 6" Mach 10 R900i Gallon Meter – 24" Lay Length	\$5,894.00
Neptune, 8" Mach 10 R900i Gallon Meter – 20" Lay Length	\$9,792.00
Neptune, 10" Mach 10 R900i Gallon Meter – 26" Lay Length	\$12,200.00
Neptune, 12" Mach 10 R900i Gallon Meter – 19.7" Lay Length	\$14,615.00
Neptune, 4" Mach 10 R900i Gallon Meter Complete W/SS UL-FM Approved Basket Strainer & Spacer (HPPIII Retrofit Assembly)	\$8,051.00
Neptune, 6" Mach 10 R900i Gallon Meter Complete W/SS UL-FM Approved Basket Strainer & Spacer (HPPIII Retrofit Assembly)	\$13,271.00
Neptune, 8" Mach 10 R900i Gallon Meter Complete W/SS UL-FM Approved Basket Strainer & Spacer (HPPIII Retrofit Assembly)	\$17,543.00
Neptune, 10" Mach 10 R900i Gallon Meter Complete W/SS UL-FM Approved Basket Strainer & Spacer (HPPIII Retrofit Assembly)	\$21,440.00

Any R900i Meter or Register listed above can be supplied as optional Neptune Encoder Register & Cellular First Net Endpoint at same price listed.

R900i Registers available as Ecoder or ProCoder model – same price.

Neptune, Belt Clip RF Transceiver	\$3,850.00
Neptune, MRX920 Version 4 Mobile Data Collector (Less Laptop)	\$10,750.00
Neptune, R900 Gateway Fixed Network Data Collector	\$10,750.00
Neptune, R900 Gateway Antenna	\$420.00



Meter & Automation Group

Neptune, R900 Gateway UPS Outdoor Power Supply	\$2,069.00
Neptune, R900 Gateway 150W Solar Panel Assy.	\$3,419.00

Neptune 360 SaaS Platform (AMR) Annual Subscription

0-1,000 Connected Endpoints – (Per Meter/Per Year)	\$2.00
1,001-2,500 Connected Endpoints – (Per Meter/Per Year)	\$1.35
2,501-5,000 Connected Endpoints – (Per Meter/Per Year)	\$1.10
5,001-10,000 Connected Endpoints – (Per Meter/Per Year)	\$.95
10,001-20,000 Connected Endpoints – (Per Meter/Per Year)	\$.80
20,001-50,000 Connected Endpoints – (Per Meter/Per Year)	\$.70
50,001-100,000 Connected Endpoints – (Per Meter/Per Year)	\$.55

Neptune 360 SaaS Platform (AMI) Annual Subscription

0-1,000 Connected Endpoints – (Per Meter/Per Year)	\$5.00
1,001-2,500 Connected Endpoints – (Per Meter/Per Year)	\$3.35
2,501-5,000 Connected Endpoints – (Per Meter/Per Year)	\$3.20
5,001-10,000 Connected Endpoints – (Per Meter/Per Year)	\$3.10
10,001-20,000 Connected Endpoints – (Per Meter/Per Year)	\$2.00
20,001-50,000 Connected Endpoints – (Per Meter/Per Year)	\$1.90

Neptune 360 SaaS Platform + Firstnet Cellular Data Plan Annual Subscription

1-250 Connected Endpoints – (Per Meter/Per Year)	\$12.00
251-1,000 Connected Endpoints – (Per Meter/Per Year)	\$12.00
1,001-2,500 Connected Endpoints – (Per Meter/Per Year)	\$12.00
2,501-5,000 Connected Endpoints – (Per Meter/Per Year)	\$10.90
5,001-10,000 Connected Endpoints – (Per Meter/Per Year)	\$8.35
10,001-20,000 Connected Endpoints – (Per Meter/Per Year)	\$7.45
20,001-50,000 Connected Endpoints – (Per Meter/Per Year)	\$6.85

Neptune 360 Advanced Set-Up Fee (one-time fee)	\$3,700.00
Neptune 360 Additional Remote Training (4-hour window)	\$852.00
Neptune 360 On-Site Training (8 hours)	\$1,704.00
Neptune 360 Professional Services (per hour fee)	\$433.00

Payment Terms: Net 30 Days – Check or ACH Payment Only

Price Agreement Term: 1/1/2022 – 12/31/2022*

*(Due to current economic conditions, pricing subject to change prior to end of term).

On behalf of everyone at Ferguson Waterworks and Neptune Technology Group, Inc., I would like to thank the City of Palm Bay for its past business. We are looking forward to meeting your automated meter needs for many years to come.

Respectfully submitted,

Jeff Kimbrough

Sales Manager – Meter & Automation Group

Ferguson Waterworks

Phone: 352-516-9791

Email: jeff@kimbroughsales.com



NEPTUNE
TECHNOLOGY GROUP

November 11, 2021

Ms. Cassandra C. Smith
Support Services Coordinator
City of Palm Bay Utilities Dept.
Palm Bay, Fl.

Ms. Smith,

Please note that Ferguson Waterworks., is the sole authorized Neptune Distributor with a resell supply agreement in the State of Florida.

The geographical area of responsibility assigned to them includes all Counties within the State of Florida.

Types: Classes of customers exclusively assigned are: Municipalities, private water companies, contractors, and plumbers.

Hence, our Distributor(s) are required to maintain a sufficient inventory of Neptune Water Metering Products, including parts, to provide customer field servicing.

Thank you in advance for your cooperation.

Sincerely,

Terry D. Gullett

Terry D. Gullett
Senior Territory Manager
Neptune Technology Group, Inc.



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

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

DATE: 12/2/2021

RE: Miscellaneous: North Regional Water Treatment Plant rehabilitation, Change Order 3 – Utilities Department (Eau Gallie Electric, \$90,942); appropriation of funds from Undesignated Fund Balance.

On March 5, 2020, Council approved the award of Invitation for Bid #14-0-2020/JG, North Regional Water Treatment Plant (NRWTP) Rehabilitation in the amount of \$2,156,000 to Eau Gallie Electric. The rehabilitation includes the replacement of high service pumps (HSP), transfer/backwash pumps and the generator.

This project is currently in progress, and it has been determined by the Contractor that the existing discharge pipe manifold will be undersized for the new transfer pumps. The header pipe must be replaced due to the velocity of water traveling through the pipes. If this pipe is not replaced the velocity can cause excessive scouring and premature failure of the pipe. Eau Gallie Electric has submitted Change Order (CO) #3 for the pipe manifold modifications in the amount of \$90,942.05; this CO also includes a time extension of 65 days. The Engineer of Record, Wade Trim, concurs with this CO. Staff concurs and requests approval for CO #3.

CO #1 was approved by the Chief Procurement Officer on March 5, 2021, for changes related to the generator replacement, in the amount of \$23,867.94. CO #2 was approved by Council on June 17, 2021, for electrical upgrades to accommodate pump sizes, in the amount of \$151,603.15.

The Department is also requesting fund appropriation from Fund Balance for CO #3 in the amount of \$29,103.

REQUESTING DEPARTMENT:

Utilities, Finance, Procurement

FISCAL IMPACT:

Total construction cost will be increased by \$90,942.05; for a revised construction cost \$2,422,413.14. A budget amendment in the amount of \$29,103 will be submitted. Pending approval of the budget amendment, funds will be available in the Utilities Department's Renewal & Replacement Fund 424-8022-533-6221, project 17WS04.

RECOMMENDATION:

Motion to 1) approve the appropriation of funds on the next scheduled budget amendment in the amount of \$29,103; and 2) approve Change Order #3, IFB #14-0-2020/JG, NRWTP Rehabilitation to Eau Gallie Electric in the amount of \$90,942.05.

ATTACHMENTS:

Description

Change Order No 3 NRWTP Rehabilitation

CHANGE ORDER

PROJECT: NRWTP Rehabilitation
Invitation for Bid #14-0-2020/JG

CHANGE ORDER NUMBER: 3 **DATED:** 10/12/2021

CONTRACTOR: Eau Gallie Electric, Inc.
ADDRESS: 2012 Aurora Road Melbourne, Florida 32935

JUSTIFICATION:

Part of the Contractor's scope of work is to remove and replace four (4) vertical turbine pumps that transfer treated water from the clear well to the ground storage tanks. These pumps are also used to backwash (clean) the treatment filters.

During construction it was found that the existing discharge pipe manifold for these pumps will be undersized for the new pumps. Should the manifold remain as-is, the water traveling through the manifold will continuously exceed safe scouring velocities (>10 feet per second). This can cause premature failure of the piping and create a potential water hammer issue at the manifold.


The contractor has provided a proposal to replace the header pipe with the correct size to accommodate the additional velocities. Wade Trim has reviewed the Contractor's proposal and concurs with the cost estimate for the pipe manifold modifications.

CONTRACT PRICE AND TIME IMPACT:

ORIGINAL AWARDED CONTRACT AMOUNT:	<u>\$ 2,156,000.00</u>
CURRENT CONTRACT AMOUNT:	<u>\$ 2,331,471.09</u>
INCREASE/DECREASE IN CONTRACT AMOUNT:	<u>\$ 90,942.05</u>
NEW CONTRACT AMOUNT:	<u>\$2,422,413.14</u>

CURRENT CONTRACT <u>FINAL</u> COMPLETION DATE:	<u>01/26/2022</u>
INCREASE/DECREASE IN CONTRACT TIME:	<u>65 DAYS</u>
NEW CONTRACT COMPLETION DATE:	<u>04/01/2022</u>

REQUESTING DEPARTMENT'S CONCURRENCE AND APPROVAL:


Department Head

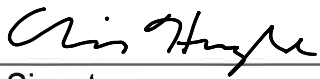
10/18/2021
Date

ORDERED BY THE CITY OF PALM BAY

City Manager or
Chief Procurement Officer

Date

ACCEPTED BY THE CONTRACTOR

Chris Hughes, President
Printed Name & Title

Signature
22 Oct 2021
Date



Restoration Services, LLC

Office: (321) 428-4274
Mobile: (772) 473-8554
Emergency: (866) 334-9111
Email: jeanman@eegrestore.com

Melbourne Office
4451-R Enterprise Court
Melbourne, FL 32934

October 13, 2021
EE&G Project # RME20-2032

Eau Gallie Electric, Inc
Corey Derfuss, Project Mgr.
2012 Aurora Rd
Melbourne, Florida 32935
321-259-2885
cderfuss@eg-electric.com

**Subject: North Regional Water Treatment Plant Rehabilitation Project#19-09,
1105 Clearmont St NE
Palm Bay, FL 32905**

Dear Mr. Derfuss,

Pursuant to your request, EE&G Restoration Services, LLC (EE&G) has prepared this proposal to preform mechanical contracting work as described as "Pump Discharge Upgrade" as requested. Work will be performed by or under the direct supervision of a Certified Mechanical Contractor (CMC).

PROPOSED STATEMENT OF SERVICES AND FEE

• Parts	\$47,866.60
• Paint	\$1,250.00
• Labor	\$10,800.00
• Equipment	\$2,600.00
• Pipe stands(2)	\$1,800.00
• Small parts/tools	\$1,474.00

Total Direct Cost	\$64,666.00
Overhead(5%)	\$3,233.40
Profit(10%)	\$6,466.60

Total Cost this Task \$74,366.00

EE&G Project # RME20-2032

August 10, 2021

This price is based on a total of 15 working days. This estimate is based on full days with a minimal amount of mobilizations. EE&G will provide written notice if the scope of work is modified and the proposed budget is not adequate to complete the work. If the scope of work or project duration is modified, additional costs may be incurred. If this proposal is satisfactory, please sign the attached Service Agreement, and return to EE&G.

EE&G appreciates the opportunity to submit this proposal and look forward to working with you on this project. Please call us if you have any questions.

Sincerely,

A handwritten signature in black ink, reading "John Earman". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

John Earman, CMC, OPMP
HVAC Division Manager
EE&G Restoration Services

PROFESSIONAL SERVICES AGREEMENT BETWEEN

EAU GALLIE ELECTRIC, INC.

AND

EE&G RESTORATION SERVICES, LLC

This Agreement is made on August 10, 2021, by and between Eau Gallie Electric, Inc. ("Client") and EE&G Restoration Services LLC (EE&G).

WITNESSETH

That for the considerations set forth below, the parties hereto do agree as follows:

1. **Description of Services:**

EE&G's proposal RME20-2032, dated October 13, 2021.

2. **Period of Performance:**

Work is scheduled to begin at the discretion of the Client.

3. **Basis of Compensation:**

\$74,366.00 Fixed Fee

4. **Method of Invoicing:**

Monthly, progress invoice(s) to be submitted until the completion of the project.

5. **Professional Retainer:**

None required.

6. **General Conditions:**

- a. Payment for invoices prepared by EE&G are due and payable upon receipt. All balances on invoices not paid within 30 days of receipt are subject to a monthly 1.5% interest rate.
- b. This Agreement may be terminated by either party hereto upon 15 days notice in writing to the other party. Upon termination, EE&G will prepare and submit a final invoice for services rendered to the date of termination together with any termination expenses incurred.
- c. The parties hereto will maintain in full force and effect comprehensive public liability insurance with coverage limits which are reasonable in light of the work to be undertaken, and workmen's compensation insurance as required by law.

- d. Any drawings and specifications developed pursuant to this Agreement are instruments of service, and as such the original documents, tracings, and field notes are and remain the property of EE&G regardless of whether the work for which they were prepared is executed.
- e. In the event that legal action is instituted to enforce any of the terms of this Agreement, the party which does not prevail will pay the legal expenses of the prevailing party, including attorney's fees.
- f. The parties hereto each binds itself, its successors, executors, administrators and assigns to the other party to this Agreement and to the successors, executors, administrators and assigns of such other party in respect of all covenants of this Agreement.
- g. EE&G's liability for services to be rendered under this Agreement will be limited to \$1,000,000 or the amount of EE&G's fee (whichever is greater), unless Client pays for the assumption of additional liability by EE&G as a separate line item in Article 3, Compensation.
- h. If applicable, Client agrees that EE&G will not be responsible for liability caused by the presence or release of hazardous substances at the site. The Client will either make others responsible for liabilities due to such conditions, or will indemnify and save harmless EE&G from such liability. The provisions of this Article (6,h) will survive any termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their duly authorized officers on the date first written above.

EE&G Restoration Services, LLC

Eau Gallie Electric, Inc.

SIGN:



NAME:

John Earman
HVAC and Mechanical Division
Manager

TITLE:

DATE:

8/10/2021

SIGN:

NAME:

TITLE:

DATE:

ELECTRICAL - PROPOSAL

PAGE #1

CONTRACTOR:

Eau Gallie Electric

ADDRESS:

2012 Aurora Rd. Melbourne, FL 32935

CONTRACT FOR:

City of Palm Bay NRWTP

PROPOSED TOTAL CONTRACT PRICE

\$90.942.05

PURCHASE REQUEST NUMBER:

Palm Bay

[illegible]

ELECTRICAL- PROPOSAL - SUMMARY

TOTAL MATERIAL COSTS		\$1,500.00
TAX ON MATERIALS	7.00%	\$105.00
TOTAL LABOR COSTS		\$3,024.00
TOTAL OTHER DIRECT COSTS		\$816.48
TOTAL DIRECT COSTS		\$5,445.48
OVERHEAD	10%	\$544.55
SUBTOTAL		\$5,990.03
PROFIT	10%	\$599.00
TOTAL		\$6,589.03
TOTAL SUB-CONTRACTOR COSTS		\$75,866.00
PROFIT	10.00%	\$7,586.60
SUBTOTAL		\$90,041.63
Insurance	1%	\$900.42
SUBTOTAL JOB COST		\$90,942.05
TOTAL JOB COST		\$90,942.05

DATE:

29-Jul-21

FIRM NAME:

Eau Gallie Electric

TITLE:

BY:

Corey Derfuss



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Valentino Perez, Chief Building Official, Patrick Murphy, Acting Growth Management Director

DATE: 12/2/2021

RE: Resolution 2021-70, authorizing a temporary building permit fee rebate program and pre-application fee waiver.

As presented to City Council at the November 18, 2021 Regular Council Meeting, the attached Building Permit Fee Rebate Program, is an economic development incentive program to encourage new commercial and industrial development within the city limits of Palm Bay. As authorized by City Council during the Council Workshop held on October 26, 2021 the attached Resolution also provides a waiver of the Pre-Application Conference Fee of \$250.

The Building Permit Fee Rebate Program is for eligible businesses located in the Highway Commercial (HC), Light Industrial and Warehousing District (LI), and Heavy Industrial District (HI) zoning districts as defined in Chapter 185 of the Land Development Code, Palm Bay Code of Ordinances. Eligible businesses must employ a minimum of 10 full time jobs. The percentage of rebate would be based on private financial investment and square footage, whichever is less.

Program Scope:

Eligible projects include businesses constructing new buildings or building expansions for any commercial or industrial business, as provided in Sections 185.044 Highway Commercial District, 185.045 Light Industrial and Warehousing District, 185.046 Heavy Industrial District of the Code of Ordinances of the City of Palm Bay. Businesses retaining or creating at a minimum 10 full-time jobs and constructs a new building, or expands its existing building footprint, or make interior renovations to a building structure to accommodate business growth is eligible to apply for a reimbursement of up to 100 percent of the building permit fee retained by the City of Palm Bay. An eligible applicant may be a property owner/operator or a tenant with an owner's affidavit of lease agreement.

Applicants will receive reimbursement of the eligible percentage, as defined below, upon issuance of the Certificate of Occupancy (CO) by the Chief Building Official.

The value of the building permit fee eligible for reimbursement will be determined by the total value of the project cost/ private financial investment or square footage of new or expanding building footprint, whichever is less.

<u>Financial Investment</u>	<u>Square Footage</u>	<u>Reimbursement</u>
\$250,000 - \$750,000	2,500 - 10,000	25%
\$750,000 - \$1,900,000	10,001 – 20,000	50%
\$1,900,001 - \$8,000,000	20,001 – 40,000	75%
\$8,000,001 and up	40,001 – and up	100%

For purposes of this subsection, the total project cost/private financial investment means: fair market value of the real property plus construction costs certified by project engineer and accepted by the Chief Building Official.

REQUESTING DEPARTMENT:

Growth Management, Building Department

FISCAL IMPACT:

The Building Enterprise Fund would not receive revenue for the building permit fee rebated as determined on a project-by-project basis. Estimated revenue loss in account #001-0000-341-3031 from Pre-Application Conference Fees collected by the Growth Management Department is expected to be \$9,000.

RECOMMENDATION:

Motion to approve Resolution authorizing the Building Permit Fee Rebate Program and waiver of the Growth Management Pre-Application Conference Fee as an economic incentive for commercial development within the City.

ATTACHMENTS:

Description

Resolution 2021-70 (REVISED)

RESOLUTION 2021-70

A RESOLUTION OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AUTHORIZING A TEMPORARY BUILDING PERMIT FEE REBATE PROGRAM AND PREAPPLICATION FEE WAIVER; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR THE DURATION OF THE PROGRAM; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR THE REPEAL OF RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HERewith; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Palm Bay has determined that it would be in the best interests of the public and serve a public purpose to establish a temporary rebate program relating to the charging of building impact fees for building permits and waiver of the pre-application conference fee within the City, and

WHEREAS, the City Council of the City of Palm Bay has determined that during the period of time that the rebate and waiver will be in effect, the City will utilize this as an economic development incentive in the City of Palm Bay, and

WHEREAS, the proposed Building Permit Fee Rebate Program and Waiver of the Pre-Application Conference Fee is an economic development incentive program to encourage new commercial and industrial development within the city limits of Palm Bay, and

WHEREAS, the proposed building permit fee rebate shall be for eligible businesses located in the Highway Commercial (HC), Light Industrial and Warehousing District (LI), and Heavy Industrial District (HI) zoning districts as defined in Chapter 185 of the Land Development Code, Palm Bay Code of Ordinances through September 30, 2022, and

WHEREAS, the proposed waiver of the pre-application conference fee shall be for >>all<< eligible businesses located in the Highway Commercial (HC), Light Industrial and Warehousing District (LI), and Heavy Industrial District (HI) zoning districts as defined in Chapter 185 of the Land Development Code, Palm Bay Code of Ordinances, through September 30, 2022, for all commercial projects, and

WHEREAS, eligible businesses must meet the criteria as established by this Resolution.

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

SECTION 1. LEGISLATIVE FINDINGS.

A. The City Staff report and City Council agenda memorandum relating to this matter are hereby adopted as if fully set forth herein.

B. The City of Palm Bay has complied with all requirements and procedures of Florida law in processing and advertising this Resolution.

C. The foregoing recitals (whereas clauses) are hereby adopted as the legislative findings of the City Council of the City of Palm Bay and are incorporated into this Resolution as if set forth *in haec verba*.

SECTION 2. PROGRAM ESTABLISHED; DURATION OF PROGRAM.

A. The City Council of the City of Palm Bay hereby establishes a Rebate on the assessment and collection of building permit fees as set forth under the provisions of Chapter 185 of the Land Development Code, Palm Bay Code of Ordinances for eligible businesses located in the Highway Commercial (HC), Light Industrial and Warehousing District (LI), and Heavy Industrial District (HI) zoning districts as defined in Chapter 185 of the Land Development Code, Palm Bay Code of Ordinances.

1. Eligible businesses must employ a minimum of 10 full time jobs.
2. The percentage of rebate would be based on private financial investment and square footage, whichever is less.
3. Eligible projects include businesses constructing new buildings or building expansions for any commercial or industrial use business, as provided in Sections 185.044 Highway Commercial District, 185.045 Light Industrial and Warehousing District, and 185.046 Heavy Industrial District of the Code of Ordinances of the City of Palm Bay.
4. Businesses retaining or creating at a minimum 10 full-time jobs and constructs a new building, or expands its existing building footprint, or make interior renovations to an existing structure to accommodate business growth is eligible to apply for a reimbursement of up to 100 percent of the building permit fee retained by the City of Palm Bay.
5. An eligible applicant may be a property owner/operator or a tenant with an owner's affidavit and a copy of lease agreement.
6. Applicants will receive reimbursement of the eligible percentage, as defined below, upon issuance of the Certificate of Occupancy (CO) by the Chief Building Official.
7. The value of the building permit fee eligible for reimbursement will be determined by the total value of the project cost/private financial investment or square footage of new or expanding building footprint, whichever is less.

Financial Investment	Square Footage	Reimbursement
\$250,000 - \$750,000	2,500 – 10,000	25%
\$750,001 - \$1,900,000	10,001 – 20,000	50%
\$1,900,001 - \$8,000,000	20,001 – 40,000	75%
\$8,000,001 and up	40,001 and up	100%

>>B. The City Council of the City of Palm Bay hereby establishes a waiver of the pre-application conference fee shall be for all eligible businesses, through September 30, 2022, for all commercial projects.<<

B>>C<<. The Program set forth in this Resolution shall take effect upon execution and shall terminate on September 30, 2022. The temporary Rebate >>and waiver<< set forth in this Resolution shall expire prior to the termination date set forth herein if the City Council adopts a resolution so providing.

SECTION 3. IMPLEMENTING ADMINISTRATIVE ACTIONS.

The Mayor, City Clerk and City Attorney are hereby authorized and directed to implement the provisions of this Resolution.

SECTION 4. SAVINGS.

The prior actions of the City of Palm Bay relating to the provision of building permit and pre-application conference services and the collection of fees related thereto, as well as all related matters, are hereby ratified and affirmed.

SECTION 5. CONFLICTS.

All Resolutions or parts of Resolutions in conflict with this Resolution are hereby repealed.

SECTION 6. SEVERABILITY.

If any section, sentence, phrase, word, or portion of this Resolution is determined to be invalid, unlawful, or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Resolution not otherwise determined to be invalid, unlawful, or unconstitutional.

>>SECTION 7. NON-CODIFICATION.

The provisions of this Resolution shall not become or be made a part of the Code of Ordinances of the City of Palm Bay, Florida.<<

SECTION 8. EFFECTIVE DATE.

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.

Rob Medina, MAYOR

ATTEST:

Terese M. Jones, CITY CLERK

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



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Larry Wojciechowski, Finance Director

DATE: 12/2/2021

RE: Ordinance 2021-81, amending the Code of Ordinances, Chapter 35, Finance Department, by repealing the Chapter in its entirety, first reading.

Repeal Finance Chapter 35

REQUESTING DEPARTMENT:

Finance

FISCAL IMPACT:

None

RECOMMENDATION:

Motion to approve repealing Finance Chapter 35

ATTACHMENTS:

Description

Ordinance 2021-81

ORDINANCE 2021-81

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, TITLE III, ADMINISTRATION, CHAPTER 35, FINANCE DEPARTMENT, BY REPEALING THE CHAPTER IN ITS ENTIRETY; PROVIDING FOR THE REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR DELETION FROM THE CITY OF PALM BAY CODE OF ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. The City of Palm Bay Code of Ordinances, Title III, Administration, Chapter 35, Finance Department, is hereby repealed in its entirety:

~~“CHAPTER 35: FINANCE DEPARTMENT~~

~~*Department of Finance*~~

~~§ 35.001 DIRECTOR OF FINANCE.~~

~~(A) — Appointment. There shall be a Department of Finance, the head of which shall be the Director of Finance, who shall be appointed by the City Manager.~~

~~(B) — Qualifications. The Director of Finance shall have knowledge of municipal accounting and taxation and have had experience in budgeting and financial control.~~

~~(C) — Salary. The Director of Finance shall receive an annual salary, the amount of which shall be fixed by the budget.~~

~~(D) — Surety bond. The Director of Finance shall provide a bond with such surety and in such amount as the Council may require and be paid for by the city.~~

~~(E) — Powers and duties. The Director of Finance shall have charge of the administration of the financial affairs of the city and to that end he shall have authority and shall be required to:~~

~~(1) — Compile the current expense estimates for the budget for the City Manager;~~

~~(2) — Compile the capital estimates for the budget for the City Manager;~~

~~(3) — Supervise and be responsible for and have authority of the disbursement of all monies and have control over all expenditures to insure that budget appropriations are not exceeded;~~

~~(4) — Maintain a general accounting system for the city government and each of its offices, departments and agencies; keep books for and exercise financial budgetary control over each office, department, and agency; keep separate accounts for the items of appropriation contained in the city budget, each of which accounts shall show the amount of the appropriation, the amounts paid therefrom, the unpaid obligations against it and the unencumbered balance; require reports of receipts and disbursements from each receiving and spending agency of the city government to be made daily or at such intervals as he may deem expedient;~~

~~(5) — Submit to the council through the City Manager a monthly statement of all receipts and disbursements in sufficient detail to show the exact financial condition of the city;~~

~~(6) — Prepare for the City Manager, as of the end of each fiscal year, a complete financial statement and report;~~

~~(7) — Supervise and be responsible for collection of municipal special assessments and the making of municipal special assessments;~~

~~(8) — To collect all license fees and other revenue of the city or for whose collection the city is responsible, and receive all money receivable by the city from the state or federal government, or from any court, or from any office, department or agency of the city;~~

~~(9) — Have custody of all public funds belonging to or under the control of the city, or any office, department, or agency of the city government, and deposit all funds coming into his hands in such depositories as may be designated by resolution of the Council, or, if no such resolution be adopted, by the City Manager, subject to the requirements of law as to surety and the payment of interest on deposits, but all such interest shall be the property of the city and shall be accounted for and credited to the proper account;~~

~~(10) — Have custody of all investments and invested funds of the city government, or in possession of such government in a fiduciary capacity, and have the safe keeping of all bonds and notes of the city and the receipt and delivery of city bonds for transfer, registration, or exchange;~~

~~(11) Approve all proposed expenditures; unless he shall certify that there is an unencumbered balance of appropriation and available funds, no appropriation shall be encumbered and no expenditure shall be made.~~

~~**§ 35.002 (RESERVED).**~~

~~**§ 35.003 (RESERVED).**~~

~~**§ 35.004 TRANSFERS OF APPROPRIATIONS.**~~

~~The City Manager or his/her designee may at any time transfer any unencumbered appropriation balance or portion thereof between any expenditure line items, within one division, or between divisions within one department in the same fund, providing that such transfer does not exceed the total appropriation for that department in that fund.~~

~~**§ 35.005 ACCOUNTING SUPERVISION AND CONTROL.**~~

~~The Director of Finance shall have power and shall be required to:~~

~~(A) Prescribe the forms of receipts, vouchers, bill, or claims to be used by all the offices, departments, and agencies of the city government;~~

~~(B) Examine and approve all contracts, orders, and other documents by which the city government incurs financial obligations, having previously ascertained that monies have been appropriated and allotted and will be available when the obligations shall become due and payable;~~

~~(C) Audit and approve before payment, all bills, invoices, payrolls, and other evidences of claims, demands, or charges against the city government and with the advice of the Department of Law determine the regularity, legality, and correctness of such claims, demands, or charges;~~

~~(D) Inspect and audit any accounts or records of financial transactions which may be maintained in any office, department, or agency of the city government apart from or subsidiary to the accounts kept in his office.~~

~~**§ 35.006 WHEN CONTRACTS AND EXPENDITURES PROHIBITED.**~~

~~No officer, department, or agency shall, during any budget year, expend or contract to expend any money or incur any liability, or enter into any contract which by its terms involves the expenditures of money, for any purpose, in excess of the amounts appropriated for the general classification of expenditure pursuant to this subchapter. Any contract, verbal or written made in violation of this subchapter shall be null and void. Any officer or employee of the city who shall violate this section shall be guilty of a misdemeanor and upon conviction thereof, shall cease~~

~~to hold his office or employment. Nothing in this section contained, however, shall prevent the making of contracts or the spending of money for capital improvements to be financed in whole or in part by the issuance of bonds, nor the making of contracts of lease or for services for a period exceeding the budget year in which such contract is made, when such contract is permitted by law.~~

~~§ 35.007 FEES TO BE PAID TO CITY GOVERNMENT.~~

~~All fees received by any officer or employee on behalf of the city government shall belong to the city and shall be paid daily to the Department of Finance.~~

~~§ 35.008 NO CONTRACT EXECUTED UNTIL BOND ORDINANCE EFFECTIVE.~~

~~No contract shall be executed for the acquisition of any property or the construction of any improvement or betterment to be financed by the issuance of bonds until the ordinance authorizing the issuance of such bonds shall have taken effect, and any contract executed before such day shall be unenforceable in any court of law.~~

~~§ 35.009 EMERGENCY APPROPRIATIONS; AUTHORIZED.~~

~~At any time in any budget year, the Council may, pursuant to this section, make emergency appropriations to meet a pressing need for public expenditure, for other than a regular or recurring requirement, to protect the public health, safety, or welfare. Such appropriation shall be by resolution adopted by the favorable vote of at least four fifths (4/5) of the members of the Council, and shall be made only upon recommendation of the City Manager. The total amount of all emergency appropriations made in any budget year shall not exceed three percent (3%) of the total operating appropriations made in the budget for that year.~~

~~§ 35.010 INVESTMENT OF MUNICIPAL FUNDS.~~

~~(A) — Guidelines and procedures related to investment of municipal funds.~~

~~(1) — When a sufficient amount of money has accumulated in the accounts or funds of the city or when the city has accumulated monies by reason of the sale of its own securities, which, in either case, in the judgment of the Finance Director warrant (consistent with the written investment policy approved by the City Council) purchase of investment securities, the Finance Director may then purchase investment securities at prevailing market rates on behalf of and in the name of the city, in an appropriate amount thereof, as set forth in the city's investment policy.~~

~~(2) — The Finance Director, consistent with the policy approved by the City Council, is hereby authorized to sell such obligations or securities~~

~~purchased pursuant to this section at the prevailing market price and to pay the proceeds of such sale into the property accounts or funds of the city.~~

~~(3) — (a) — The Finance Director shall develop and present to the City Council for approval an investment policy addressing, at a minimum, the issues of investment objectives, maturity, risk and diversification, and instruments used.~~

~~(b) — The Finance Director will also establish appropriate internal control and investment procedures addressing at a minimum master clearing account(s), separation of functions, delegation of authority, performance evaluation and operations review and reporting, both interim and annual. Such procedures shall be reviewed periodically by the City Manager.~~

~~(4) — All securities purchased by the city under this section shall be properly designated as an asset of the city and held in safekeeping by a third party custodial bank or other third party custodial institution, chartered by the United States Government of the State of Florida and no withdrawal of such securities, in whole or in part, shall be made from safekeeping except by the Finance Director as authorized herein.~~

~~(5) — All securities purchased or sold will be transferred only under the 'delivery versus payment' (DVP) method (or 'payment versus delivery' method) to insure that funds or securities are not released until all criteria relating to the specific transaction are met. Only after approval by the City Manager shall the Finance Director be authorized to deliver securities free of payment.~~

~~(6) — The Finance Director is authorized to accept, on the behalf of and in the name of the city, bank safekeeping receipts or confirmations from a third party custodian (which might be the trust department of the bank) in return for investment of temporarily idle funds as evidence of actual delivery of the obligations or securities. Safekeeping of non-negotiable Certificates of Deposit will be handled through detailed written procedures. Any such safekeeping receipt or confirmation shall fully describe the various obligation or security held. The actual obligations or securities, whether in book entry or physical form, on which safekeeping receipts or confirmations are issued may be held by any bank/depository chartered by the United States Government or the State of Florida.~~

~~(7) — The Finance Director shall develop and maintain lists of authorized institutions, issuers and dealers through whom investments can be purchased or sold. All securities purchased shall be only those securities of~~

~~authorized issuers of the various security types. Securities shall be purchased only from institutions which provide the services of securities dealer as 'primary securities dealers' as designated by the Federal Reserve Bank, and through 'secondary government securities dealers' with a business present in Florida. Certificates of Deposit shall be purchased only from financial institutions which qualify under Florida Public Depository Law.~~

~~(8) — The Finance Director shall insure that quarterly investment reports, which shall provide current information on the status of the investment portfolio, are prepared at least quarterly for review by the City Manager and provided to City Council.~~

~~(B) — (1) — This section shall constitute authorization for investment of surplus funds in investment vehicles in addition to those enumerated in Fla. Stat. § 218.415. However, all such investments shall be governed by the 'prudent person rule' which states:~~

~~Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be desired.~~

~~(2) — Permitted investments are as follows:~~

~~(a) — The State Board of Administration's Local Government Surplus Funds Trust Fund (SBA Pool);~~

~~(b) — United States Government securities;~~

~~(c) — United States Government agencies;~~

~~(d) — Federal instrumentalities;~~

~~(e) — Interest bearing time certificates of deposits and savings accounts;~~

~~(f) — Repurchase agreements;~~

~~(g) — Commercial paper issued from corporations organized in the United States and rated Prime 1 by Moody's and A-1 by Standard & Poor's or the equivalent by another nationally recognized rating agency;~~

~~(h) — Corporate notes issued from corporations organized in the United States and rated Aa by Moody's and AA by Standard & Poor's or the equivalent by another nationally recognized rating agency;~~

~~(i) Bankers' acceptances rated P-1 by Moody's Investors Services and A-1 by Standard & Poor's or the equivalent by another nationally recognized rating agency;~~

~~(j) State and/or local government taxable and/or tax-exempt debt;~~

~~(k) Registered investment companies (money market mutual funds) rated AAm or AAm-G or better by Standard & Poor's or the equivalent by another nationally recognized rating agency; and/or~~

~~(l) Intergovernmental Investment Pool.~~

~~(C) The city shall comply with all requirements of law, including, without limitation, Fla. Stat. Chapter 280, 'Florida Security for Public Deposits Act'.~~

~~(D) The current city investment policy is set forth in Resolution No. 2001-19, and may be modified by the City Council.~~

~~(E) In the event of any conflict between this section and Resolution No. 2001-19, this section shall govern.~~

~~(F) Bond issues. Nothing herein contained shall be interpreted or construed to abrogate any specific provision contained in any bond resolution or ordinance of the city related to the investment of bond proceeds available in specific funds or accounts.~~

~~(G) Supplemental effect. The provisions of this section are supplemental to any and all other laws and ordinances relating to the subject matter of this section.~~

~~(H) Liberal construction. Inasmuch as the provisions of this section are for the public welfare, this section shall be liberally construed to achieve its purposes and intent.~~

Budget

~~§ 35.020 DEFINITIONS.~~

~~For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.~~

~~BUDGET YEAR. The fiscal year for which any particular budget is adopted and in which it is administered.~~

~~TRIM. Truth in Millage, as set out in Fla. Stat. § 200.065, and Compliance of, § 200.068.~~

~~§ 35.021 PROPOSED BUDGET.~~

~~The City Manager shall, no later than August 10th, submit a detailed proposed budget for the upcoming fiscal year to the City Council for consideration. The proposed budget shall contain, for comparative purposes, the current budget, current year estimated actuals, and prior fiscal years' actuals. The proposed budget shall be submitted to the Council and made available for public inspection upon receipt of said budget by Council. If for any reason, the City Manager cannot deliver the budget on August 10th, he or she shall notify the City Council and request an extension for a period of time not to exceed fifteen (15) days.~~

~~§ 35.022 BUDGET A PUBLIC RECORD.~~

~~The budget and Capital Improvements Program Plan shall be available for public inspection at City Hall. The City Manager shall cause sufficient copies of a summary of the proposed annual budget to be prepared for distribution to any interested person.~~

~~§ 35.023 PUBLIC HEARINGS.~~

~~All timetables, type of public notifications, number of public hearings, hearing dates, conduct and contents, advertisements, and such are set through TRIM and shall be strictly adhered to.~~

~~§ 35.024 (RESERVED).~~

~~§ 35.025 (RESERVED).~~

~~§ 35.026 ADOPTION.~~

~~(A) All timetables, advertisements, public notifications, and procedures relating to the adoption of the tentative budget and final budget are set through TRIM and shall be strictly adhered to.~~

~~(B) Vote required. The budget shall be adopted by the favorable votes of a simple majority of the members of the Council present at the public meeting.~~

~~(C) Date of final adoption. The budget shall be finally adopted not later than the 27th day of the last month of the fiscal year.~~

~~§ 35.027 EFFECTIVE DATE, CERTIFICATION.~~

~~Upon final adoption, the budget shall be in effect for the budget year. A copy of the budget, as finally adopted, shall be certified.~~

~~§ 35.028 BUDGET ESTABLISHES APPROPRIATIONS.~~

~~From the effective date of the budget, the several amounts stated therein as proposed expenditures shall be and become appropriated to the several objects and purposes therein named.~~

~~§ 35.029 PROPERTY TAX.~~

~~All timetables, limitations, public notifications, public hearings, advertisements, and such, as related to the setting and adoption of a tentative and final millage rate for the purpose of raising property taxes within the municipality are set through TRIM and shall be strictly adhered to.~~

~~§ 35.030 (RESERVED).~~

~~§ 35.031 (RESERVED)~~

~~§ 35.032 (RESERVED)~~

~~§ 35.033 (RESERVED).~~

~~§ 35.034 (RESERVED).~~

~~§ 35.035 TRANSFER OF FUNDS; BUDGET AMENDMENTS.~~

~~(A) The Council, by resolution, shall have the authority to transfer any unencumbered appropriation balance or portion thereof to any lawful purpose between departments within the same fund providing that such transfer does not exceed the total appropriation for that fund.~~

~~(B) The City Manager shall cause to be submitted to the City Council ordinances to amend the budget on a quarterly basis, as necessary, and the City Council shall have the authority to increase and decrease budget appropriations in any department, division, or fund, by appropriating previously unappropriated fund balances, recognizing new or additional revenues, or decreasing revenue estimates, or by transferring unencumbered appropriation balances between funds, to any lawful purpose, providing that such appropriation, decrease, or transfer of expenditures and revenues must be equal, and providing that such use does not conflict with any uses for which such revenue specifically accrued.~~

~~§ 35.036 LIMITATION OF APPROPRIATION.~~

~~At the close of each fiscal year the unencumbered balance of each appropriation shall revert to the respective fund from which it was appropriated and shall be subject to future appropriation. However, funds previously approved by the City Council and appropriated for Capital Improvements Projects, whether or not encumbered, shall continue to be considered a reappropriation in the ensuing fiscal year only for the original purpose, or as amended by the City Council, for~~

~~which such appropriation was approved and until such time as the project is completed. At the close of each fiscal year, the balance of each appropriation encumbered by a legal obligation, such as a formal contract or purchase order, shall be carried over, along with equal fund balances to cover payment, and considered an automatic reappropriation into the ensuing budget year. No monies shall be drawn from the treasury of the city nor shall any obligation for the expenditure of money be incurred, except pursuant to appropriation heretofore described.~~

Ad Valorem Tax

~~§ 35.050 AD VALOREM TAX.~~

~~(A) Collection. The assessed valuation of all property located within the city, and the collection of all taxes on all property shall be done by the County Tax Assessor and the County Tax Collector in the manner provided by the general laws of the state.~~

~~(B) Exclusions. The levy made is subject to all exclusions and exemptions provided by law.~~

Utilities Purchase Tax

~~§ 35.060 DEFINITIONS.~~

~~For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.~~

~~FUEL OIL. Include fuel oil grade numbers 1, 2, 3, 4, 5, and 6, kerosene and coal oil. "Fuel oil" is declared to be a competitive utility service.~~

~~WATER SERVICES. Those quantity charges plus those flat rate/meter charges related to the monthly distractions of metered rates.~~

~~TELECOMMUNICATION SERVICES. Those services included in Fla. Stat. Ch. 203.~~

~~§ 35.061 LEVY; PAYMENT BY PURCHASERS.~~

~~(A) (1) There is levied by the city on each and every purchase of fuel oil, electricity, metered or bottled gas (natural, liquefied petroleum gas or manufactured), water and telegraph service within the city, a tax of ten percent (10%), which tax in every case shall be paid by the purchaser to the seller of such goods and services upon which tax is levied at the time of paying the charge therefor.~~

~~(2) — The taxes imposed by this division (A) shall not be applied against any fuel adjustment charge.~~

~~(3) — (a) — There shall also be a tax of seven percent (7%) on each and every purchase of telecommunication service, as defined in Fla. Stat. Ch. 203, that originates and terminates in this state. This telecommunications tax shall be on the total charge for such service excluding public telephone charges collected on site, access charges and any customer access line charges paid to a local telephone company. Purchases of telecommunications services as defined in Fla. Stat. Ch. 203, shall be taxed only on the monthly recurring customer service charges, excluding variable usage charges. If the communication originates or terminates within the city and is billed to a purchaser or telecommunication number or device within the city, it will be considered as a purchase within the city.~~

~~(b) — For the purpose of compensating the seller of telecommunication services, the seller shall be allowed one percent (1%) of the amount of tax collected in the form of a deduction from the amount collected.~~

~~(B) — There is levied by the city on each and every purchase of fuel oil within the city, a tax of four cents (\$.04) per gallon, which tax, in every case shall be paid by the purchaser for the use of the city to the seller of such goods and services upon which a tax is levied at the time of paying the charge therefor. If the city levies less than a ten percent (10%) tax on the services and utilities in division (A) above, the tax on fuel oil shall bear the same proportion to four cents (\$.04) that the tax rate levied in division (A) above bears to ten percent (10%).~~

~~§ 35.062 DUTIES OF SELLER; PAYMENT TO CITY; FAILURE TO COLLECT TAX.~~

~~(A) — It shall be the duty of every seller of electricity, metered or bottled gas (natural, liquefied petroleum gas or manufactured), fuel oil, water, telegraph services and telecommunication services to collect from the purchaser, for the use of the city, the tax levied at the time of collecting the selling price charged for each transaction and to report and pay over on or before the 15th day of each calendar month unto the Finance Director of the city all such taxes levied and collected during the preceding calendar month. It shall be unlawful for any seller to collect the price of purchase of electricity, metered or bottled gas (natural, liquefied petroleum gas or manufactured), fuel oil, water, telegraph services and telecommunication services without, at the same time, collecting the tax levied in respect to such purchase or purchases unless such seller shall elect to assume and pay such tax without collecting such tax from the purchaser.~~

~~(B) — Any seller failing to collect such tax at the time of collecting the price of any purchase where the seller has not elected to assume and pay such tax shall be liable to the city for the amount of such tax in like manner as if the same has been actually paid to the seller, and the city take any action in the name of the city as it deems necessary for the recovery of the tax; provided, however, that the seller shall not be liable for the payment of such tax upon uncollected charges. Should the seller elect to pay such taxes to the city on the basis of bills rendered to purchasers or consumers in advance of collecting them from the purchaser or consumer, then in that event, the seller shall report and pay over to the City Finance Director on the 25th day of each calendar month all such taxes billed to the purchasers and consumers during the preceding calendar month.~~

~~§ 35.063 RECORDS; INSPECTION BY CITY.~~

~~Each and every seller of electricity, metered or bottled gas (natural, liquefied petroleum gas or manufactured), fuel oil, water, telegraph services and telecommunication services shall keep complete records showing all such purchases within the city, which records shall show the price charged upon such purchase, the date thereof and the date of payment thereof. The records required to be maintained under this subchapter shall be kept for inspection by the duly authorized agent of the city during business hours on all business days, and such duly authorized agents of the city shall have the right, power and authority to make such transcripts thereof during such times as they may desire.~~

~~§ 35.064 CHARGES TO WHICH TAX APPLIES.~~

~~(A) — The tax levied on purchases of all telecommunication services shall apply to all charges made for such services.~~

~~(B) — Each metered or measured service of electricity, metered or bottled gas (natural, liquefied petroleum gas or manufactured), water and fuel oil shall constitute a separate purchase.~~

~~§ 35.065 TAX COMPUTED MONTHLY; EACH METER SEPARATE ACCOUNT.~~

~~In all cases where services are supplied to a customer, the seller of electricity, metered or bottled gas (natural, liquefied petroleum gas or manufactured), fuel oil, water, telecommunication services and telegraph services, shall compute the tax levied on the aggregate amount of sales made to the customer during each and every one (1) month period. Where services are provided to one (1) person or corporation at two (2) or more locations or through two (2) or more meters, each location or meter shall be deemed to be a separate account for the purpose of computing the tax herein levied.~~

~~§ 35.066 DISPOSITION OF TAX; UTILITIES TAX FUND.~~

~~Any and all money derived from the tax imposed shall first be deposited in a fund to be known as the “utilities tax fund,” to be used as required for the payment of any obligations of the city payable therefrom and then, to the extent not so required, shall be applied as required by the current city budget.~~

~~§ 35.067 EXEMPTIONS.~~

~~There is exempted from the tax levied and imposed by this subchapter:~~

~~(A) Purchases by the state and all “political subdivisions” thereof, as defined in Fla. Stat. § 1.01(8), and the United States of America, and any agencies, boards, commissions and authorities thereof.~~

~~(B) Purchases by any recognized church in this state for use exclusively for church purposes.~~

~~(C) Purchases of special fuels as provided in Fla. Stat. Ch. 206.~~

~~(D) Purchases of fuel oil by any public or private utility, either for resale or for use as fuel in the generation of electricity, including municipal corporations and rural electric cooperative associations, if they are deemed “dealers” or “political subdivisions” pursuant to general law.~~

~~§ 35.068 VIOLATIONS.~~

~~Any purchaser willfully violating or refusing to pay the tax imposed in this subchapter where the seller has not elected to assume and pay such tax, and any seller willfully violating the provisions hereof, or any officer, agent or employee of any seller willfully violating the provisions hereof, shall upon conviction thereof, be guilty of a misdemeanor of the second degree, punishable as provided in Fla. Stat. Ch. 775.~~

Local Communications Services Tax

~~§ 35.110 INTENT.~~

~~(A) It is the intent of the city to increase its local communications services tax rate as provided in Section 13, Enrolled CS/CS/SB 1878, by the 2001 Florida Legislature. Section 13, Enrolled CS/CS/SB 1878, provides that notwithstanding any provision of Fla. Stat. Chapter 202, to the contrary, any municipality that has a local communications services tax conversion rate established under Fla. Stat. § 202.20, which is less than the maximum rate established under Fla. Stat. § 202.19, may by ordinance increase its rate up to the maximum rate established~~

~~under Fla. Stat. § 202.19, with such increased rate to be effective October 1, 2001. For the period beginning on October 1, 2001, and ending September 30, 2002, the maximum rate established under Fla. Stat. § 202.19, is deemed to be the sum of such maximum rate plus the difference between the conversion rates set forth in Fla. Stat. § 202.20(1)(a) and (b). The municipality must notify the Department of Revenue of such increased rate by certified mail postmarked on or before July 16, 2001.~~

~~(B) — It is the further intent of the city to increase its local communications services tax rate effective October 1, 2002, as provided in Fla. Stat. § 202.19(2)(a), to the maximum tax rate of up to five and one-tenths percent (5.1%) for municipalities that choose not to levy permit fees.~~

~~§ 35.111 ELECTION NOT TO REQUIRE AND COLLECT PERMIT FEES.~~

~~The city elects not to require and collect permit fees from any provider of communications services that uses or occupies municipal roads or rights-of-way for the provision of communications services. As provided in Fla. Stat. § 337.401(3)(c), 1 (2000), this election shall take effect October 1, 2001.~~

~~§ 35.112 ELECTION TO INCREASE LOCAL COMMUNICATIONS SERVICES TAX.~~

~~(A) — The local communications services tax conversion rate established under Fla. Stat. § 202.20(1)(a), for the city is five and four tenths percent (5.4%) which is less than the maximum rate of five and five tenths percent (5.5%) as determined under the provisions of Section 13, Enrolled CS/CS/SB 1878. The local communications services tax rate for the city is increased to five and five tenths percent (5.5%) during the period beginning on October 1, 2001, and ending September 30, 2002. As provided in Section 13, Enrolled CS/CS/SB 1878, this increased rate is to be effective October 1, 2001.~~

~~(B) — The local communications services tax conversion rate established under Fla. Stat. § 202.20(1)(b), for the city is five percent (5.0%) which is less than the maximum rate of five and one tenths percent (5.1%) as established in Fla. Stat. § 202.19(2)(a). The local communications services tax rate for the city is increased to five and one tenths percent (5.1%). This increased rate is to be effective October 1, 2002.~~

~~§ 35.113 NOTICE TO THE DEPARTMENT OF REVENUE.~~

~~The city directs that notice of the increased local communications services tax rate be provided to the Department of Revenue by certified mail postmarked on or before July 16, 2001, as provided in Section 13, Enrolled CS/CS/SB 1878.~~

~~§ 35.114 PROCEDURE FOR RATE ADJUSTMENT.~~

~~If, for the periods ending December 31, 2001, March 31, 2002, June 30, 2002, or September 30, 2002, the revenues received by the city from the local communications services tax adopted herein are less than the revenues received from the replaced revenue sources, adjusted for growth, the city may, by resolution, adjust the rate of the local communications services tax upward to the extent necessary to generate the entire shortfall in revenues within one (1) year after the rate adjustment and by an amount necessary to generate the expected amount of revenue on an ongoing basis."~~

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 City of Palm Bay Code of Ordinances be revised to delete the language as specified above.

SECTION 4. If any portion, clause, phrase, sentence or classification of this ordinance is held or declared to be either unconstitutional, invalid, inapplicable, inoperative or void, then such declaration shall not be construed to affect other portions of the ordinance; it is hereby declared to be the express opinion of the City Council of the City of Palm Bay that any such unconstitutional, invalid, inapplicable, inoperative or void portion or portions of this ordinance did not induce its passage, and that without the inclusion of any such portion or portions of this ordinance, the City Council would have enacted the valid constitutional portions thereof.

SECTION 5. The provisions within this ordinance shall take effect immediately upon the enactment date.

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

Rob Medina, MAYOR

ATTEST:

Terese M. Jones, CITY CLERK

Reviewed by CAO: _____

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



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Larry Wojciechowski, Finance Director

DATE: 12/2/2021

RE: Ordinance 2021-82, amending the Code of Ordinances by creating Chapter 35, to be titled 'Finance Department', first reading.

The Finance Department is requesting an amendment to Chapter 35 'Finance Department' of the City of Palm Bay Code of Ordinances to abbreviate the responsibilities of the department overseeing the administrative and financial affairs of the City to include Budget, Accounting and Revenue. A separate agenda item is also presented to eliminate the original Chapter 35 and replace with this amendment.

REQUESTING DEPARTMENT:

Finance

FISCAL IMPACT:

None

RECOMMENDATION:

Motion to approve the Ordinance.

ATTACHMENTS:

Description

Ordinance 2021-82

ORDINANCE 2021-82

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, TITLE III, ADMINISTRATION, BY CREATING CHAPTER 35, TO BE TITLED 'FINANCE DEPARTMENT; PROVIDING FOR INCLUSION IN THE CITY OF PALM BAY CODE OF ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. The City of Palm Bay Code of Ordinances, Title III, Administration, is hereby amended by recreating a new Chapter 35, to be titled 'Finance Department', which shall read as follows:

"CHAPTER 35: FINANCE DEPARTMENT

Section 35.01 AUTHORITY

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

Section 35.02 COMPOSITION

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

Section 35.03 DUTIES AND RESPONSIBILITIES

The Finance Department shall have the powers and responsibilities to:

- A. Compile the current expense estimates for the budget for the City Manager;
- B. Compile the capital estimates for the budget for the City Manager;
- C. Supervise and be responsible for the disbursement of all monies;
- D. Maintain a general accounting system for the City Government and each of its offices, departments and agencies; be in charge of all

books for each office, department and agency; keep separate accounts for the items of appropriation contained in the city budget, each of which accounts shall show the amount of the appropriation, the amount paid therefrom, the unpaid obligations against it and the unencumbered balance;

E. Submit to the City Council through the City Manager a monthly statement of all receipts and disbursements in sufficient detail showing the financial condition of the city;

F. Prepare for the City Manager, as of the end of each fiscal year, a complete financial statement and report;

G. Other than monies collected by the tax collector, collect all other revenues of the city or for whose collection the city is responsible, and receive all monies receivable by the city from the state or federal government, or from any court, or from any office, department or agency of the city;

H. Have custody of all public funds belonging to or under the control of the city, or any office, department, or agency of the city government, and deposit all funds coming into such depositories, subject to the requirements of law as to surety and the payment of interest on deposits, but all such interest shall be the property of the city and shall be accounted for and credited to the proper accounts;

I. Have custody of all investments and invested funds of the City Government, or in possession of such government in a fiduciary capacity, and have the safekeeping of all bonds and notes of the city and the receipt and delivery of city bonds and revenue certificates for transfer, registration or exchange;

J. Examine and approve all contracts, orders and other documents by which the city government incurs financial obligations, having previously ascertained that monies have been appropriated and allotted and will be available when the obligations shall become due and payable;

K. Approve as within the budget all proposed expenditures; unless he shall certify that there is unencumbered balance of appropriation and available funds, no appropriation shall be encumbered and no expenditure shall be made;

L. Examine all invoices, payrolls and other evidences of obligations due by the city before their payment;

M. Require reports of receipts and disbursements from each receiving and spending agency of the city government to be made at such intervals as may deem expedient;

N. Prescribe the forms of receipts, vouchers, bills or claims to be used by all the offices, departments and agencies of the City Government;

O. Maintain an accurate and complete inventory of all personal property owned by the city and to promulgate rules and regulations for the control and protection of such city property;

P. Perform such other duties and responsibilities as assigned by the City Manager or by ordinance.”

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed and all ordinances or parts of ordinances not in conflict herewith are hereby continued in full force and effect.

SECTION 3. It is the intention of the City Council of the City of Palm Bay that the provisions of this Ordinance shall be made a part of the City of Palm Bay Code of ordinances and the sections may be renumbered to accomplish such intention.

SECTION 4. If any portion, clause, phrase, sentence or classification of this ordinance is held or declared to be either unconstitutional, invalid, inapplicable, inoperative or void, then such declaration shall not be construed to affect other portions of the ordinance; it is hereby declared to be the express opinion of the City Council of the City of Palm Bay that any such unconstitutional, invalid, inapplicable, inoperative or void portion or portions of this ordinance did not induce its passage, and that without the inclusion of any such portion or portions of this ordinance, the City Council would have enacted the valid constitutional portions thereof.

SECTION 5. The provisions within this ordinance shall take effect immediately upon the enactment date.

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

Rob Medina, MAYOR

ATTEST:

Terese M. Jones, CITY CLERK

Reviewed by CAO: _____



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Valentino Perez, Chief Building Official

DATE: 12/2/2021

RE: Consideration of entering into negotiations with Palm Bay Medical Office Corporation for the purchase of condominium office buildings located at 336 and 342 Cogan Drive to serve as satellite offices for the Building Department to service customers in south Palm Bay.

The Building Department is seeking approval to enter into negotiations with Palm Bay Medical Office Corp for purchase of the Condominium Office Buildings located at 336 and 342 Cogan Drive SE, Palm Bay FL 32907 in Bayside Lakes Commercial Center Phase II, Lot 14. These buildings will serve as satellite offices for the Building Department to services the customers in south Palm Bay. This location will also serve as an interim facility for the Building Department at the end of the current three-year lease for the current location during the construction of the City's "Building E" on the Palm Bay City Hall campus. The three-year lease at 190 Malabar Road SW, Suite 105 in the Palm Bay West Plaza expires in December 2023.

Both buildings are located on 6.97-acre site with shared parking and driveways. The building located at 336 Cogan Drive is a completed 4,874 sq ft office building and is ready to move in with minor additions. The building located at 342 Cogan Drive is a 4,874 sq ft shell building in need of interior buildout. The buildings were constructed in 2007 and 2008 and have remained vacant since completion.

On May 20, 2021, the Building Department contracted W.H. Benson & Company to perform property appraisal of both buildings. The buildings located at 336 and 342 Cogan Drive SE were appraised at \$882,200 and \$516,700, for a combined total of \$1,400,000.

On November 11, 2021, the Building Department received a copy of the appraisal commissioned by the property owner, Palm Bay Medical Office Corporation, from Tuttle Armfield Wagner appraising the buildings at \$1,000,000 and \$635,000, for a combined total of \$1,635,000.

The Building Department is seeking Council approval to negotiate the purchase of the parcel, to include both buildings. Staff will bring forth the purchase agreement at a future City Council meeting with the final offer/counteroffer to seek Council's authorization for the City Manager to execute the purchase agreement and place in escrow a deposit in the amount of 10 percent of the purchase price using Building Enterprise Funds. Staff will negotiate a due diligence/inspection period of not less than 60 days, with closing to occur 30 days following expiration of due diligence/inspection period.

It is important to note the Building Department would acquire the property using Building Enterprise Funds.

REQUESTING DEPARTMENT:

Building Department

FISCAL IMPACT:

There is no fiscal impact at this time.

RECOMMENDATION:

Motion to authorize staff to negotiate the purchase of 336 and 342 Cogan Drive SE and bring forth the final purchase agreement for consideration at a future City Council meeting.

ATTACHMENTS:

Description

WH Benson Appraisal

TAW Appraisal

AN APPRAISAL OF
TWO CONDOMINIUM
BUILDINGS LOCATED AT
336 COGAN DRIVE &
342 COGAN DRIVE,
PALM BAY, BREVARD COUNTY,
FLORIDA

w.h. benson & company
real estate valuation & consulting
licensed real estate broker

4780 Dairy Road, Unit # 103
Melbourne, Florida 32904
Tel: (321) 984-0999
Fax: (321) 984-9796

May 28, 2021

File #15066

City of Palm Bay
Ms. Joy Barnett
Administrative Services Manager
150 Malabar Road Suite 105
Palm Bay, Florida 32907

Subject: AN APPRAISAL OF TWO CONDOMINIUM BUILDINGS LOCATED AT 336
COGAN DRIVE & 342 COGAN DRIVE, PALM BAY, FLORIDA 32907

Dear Ms. Barnett:

In accordance with your request, the undersigned have made an appraisal of the above-referenced property for the purpose of estimating market value of the two subject condominium buildings located at 336 and 342 Cogan Drive as part of the Bayside Lakes Commercial Center Phase II Lot 14 PUD. No condominium documents are recorded for the subject buildings and this appraisal is based on the assumption that legally appropriate condominium documents are recorded to provide for common areas, common area maintenance and access and all typical covenants and conditions associated with the condominium form of ownership. See Extraordinary Assumptions. The appraisal addresses the fee simple interest in the real property, free and clear of encumbrances. Please note that we have not previously completed any prior appraisals or real estate services for this property.

The undersigned have conducted a careful investigation of the subject property on May 20, 2021 and all factors that influence its value. After thorough consideration, it is the opinion of the undersigned that the Market Value of the subject property is well represented as indicated on the Certificate of Appraisal, subject to conditions addressed in this report.


It should also be noted that this appraisal and report comply with the Uniform Standards of Professional Appraisal Practice (USPAP). The appraisal also conforms to the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute and the Requirements for State Certified Appraisers of the State of Florida.

This report summarizes the substance of the process by which we reached that estimate and includes summaries of the supporting data, analyses and conclusions upon which this value estimate is based.

Sincerely,



Michael Morin
Cert Gen #RZ3281



William H. Benson, MAI, CCIM
Cert Gen#RZ1027

William H. Benson, MAI, CCIM, President

CERTIFICATION OF APPRAISAL

This appraisal report contains 32 pages, plus attachments. The undersigned certify that to the best of the undersigned's knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are the personal, impartial, unbiased, professional analyses, opinions and conclusions of the undersigned.
3. The undersigned have no present or prospective interest in the property that is the subject of this report and no personal interest or bias in respect to the parties involved.
4. The undersigned have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. The engagement of the undersigned in this assignment was not contingent upon developing or reporting predetermined results.
6. The compensation of the undersigned is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. The analysis, opinions and conclusions of the undersigned were developed and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation, FIRREA and the Interagency Appraisal and Evaluation Guidelines, with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute, and with the Requirements for State Certified Appraisers of the State of Florida.
8. No one provided significant real property appraisal assistance to the undersigned.
9. This report and its use is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives, and to the requirements of the State of Florida relating to review by the Florida Real Estate Appraisal Board.
10. William H. Benson, MAI, CCIM and Michael Morin, have the knowledge and experience on the type of property appraised to meet the USPAP Competency Provision.
11. As of the date of this report, William H. Benson, MAI, CCIM has completed the requirements of the Continuing Education Program of the Appraisal Institute.

12. The undersigned made personal inspection of the property that is the subject of this report, unless specifically acknowledged to the contrary.

13. Please note that we previously completed a prior appraisal of this property for the same client with an effective date of April 16, 2014.

The undersigned do hereby certify that, after request for valuation by:

City of Palm Bay
Ms. Joy Barnett
Administrative Services Manager
150 Malabar Road Suite 105
Palm Bay, Florida 32907

that the undersigned have completed an appraisal of the property described in this report, WHB File #15066, and our opinion of the market value of the fee simple interest on May 20, 2021, subject to attached limiting conditions, was:

ONE MILLION FOUR HUNDRED THOUSAND DOLLARS

\$1,400,000



Michael Morin
Cert Gen #RZ3281



William H. Benson, MAI, CCIM
Cert Gen #RZ1027

DATE PREPARED: May 28, 2021
FILE #15066

SUMMARY OF SALIENT FACTS & FINAL STATEMENT OF VALUE

SUBJECT: Condominium Office Buildings
LOCATION: 336 Cogan Drive & 342 Cogan Drive
Palm Bay FL 32907
OWNER(S) OF RECORD: Palm Bay Medical Office Corp
PARCEL NUMBER(S) 29-37-19-RX-14
LAND SIZE: 6.57 Acres
ZONING: PUD-Planned Unit Development
LAND USE: COM-Commercial

IMPROVEMENTS: The two subject condominiums buildings are constructed on pad sites within the 6.97 acre Lot 14 which is part of the larger Bayside Lakes Commercial Center Phase II. Lot 14 is a partially developed office park site planned for 12 building pads with shared parking and driveways. Some of the common area driveways and parking areas have been constructed and shared free standing signage is on Cogan Drive and Bayside Lakes Boulevard. The subject buildings were constructed in 2007 and 2008 respectively and are the only buildings within the "Park". Each building is 4,874 square feet. The 336 Cogan Drive is built out for medical office use and 342 Cogan Drive is a shell building. The undeveloped pad sites and all common areas within the Bayside Lakes Commercial Center Phase II Lot 14 are in the same ownership as the subject buildings.

Site improvements within the within Lot 14 of the Bayside Lakes Commercial Center Phase II includes paved parking spaces, driveway entrances from Bayside Lakes Boulevard and Cogan Drive, and Irrigated landscaping. All utilities are underground.

HIGHEST AND BEST USE

As Vacant: Office Professional Development
As Improved: Professional Office

DATE OF VALUE: May 20, 2021

INTEREST APPRAISED: Fee Simple

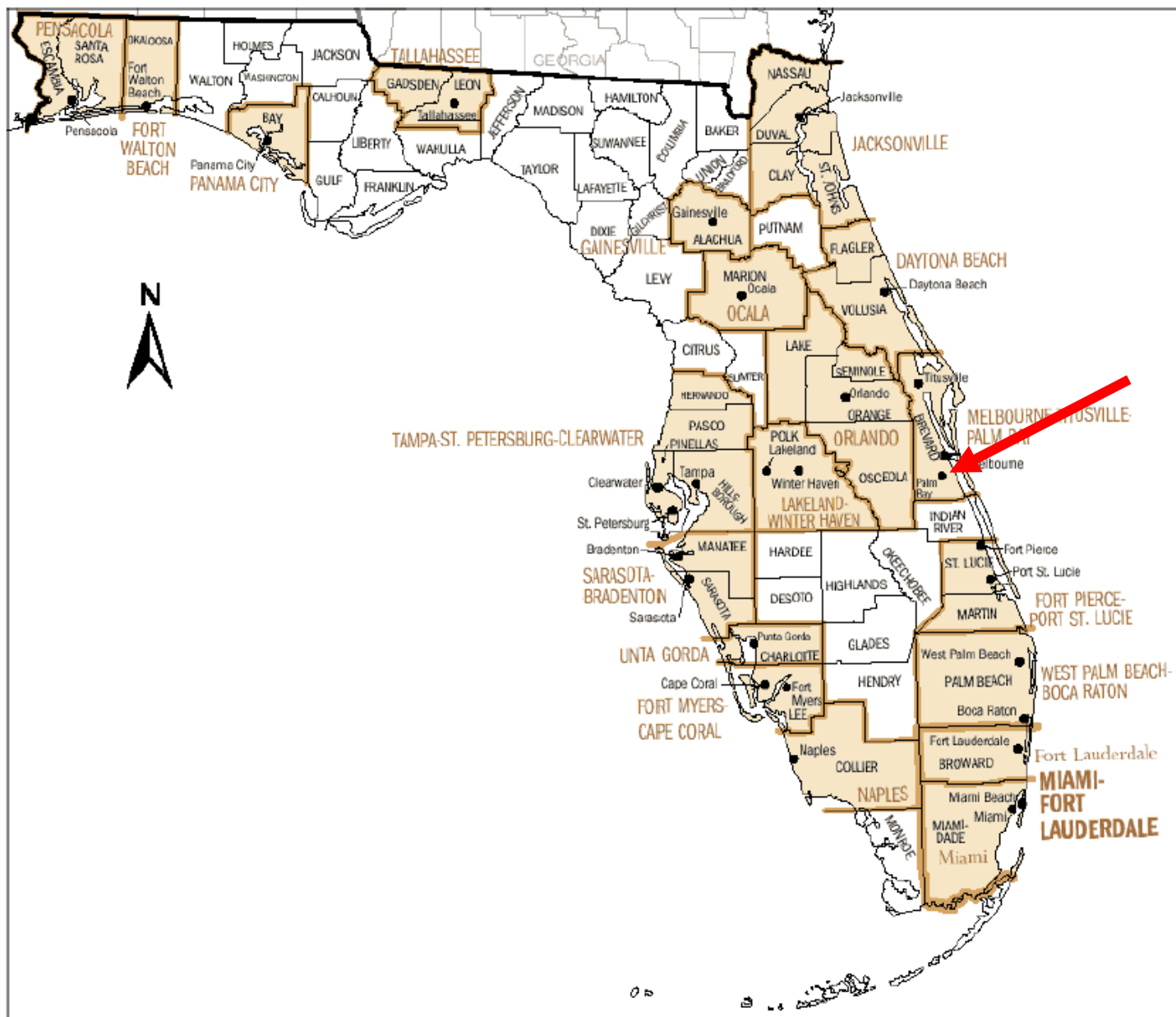
VALUE INDICATIONS:	<u>336 COGAN DRIVE</u>	<u>342 COGAN DRIVE</u>
Sales Comparison Approach	\$882,200 \$181.00 SF	\$516,700 \$106.01 SF

ESTIMATED VALUE:
AS COMBINED: \$1,400,000

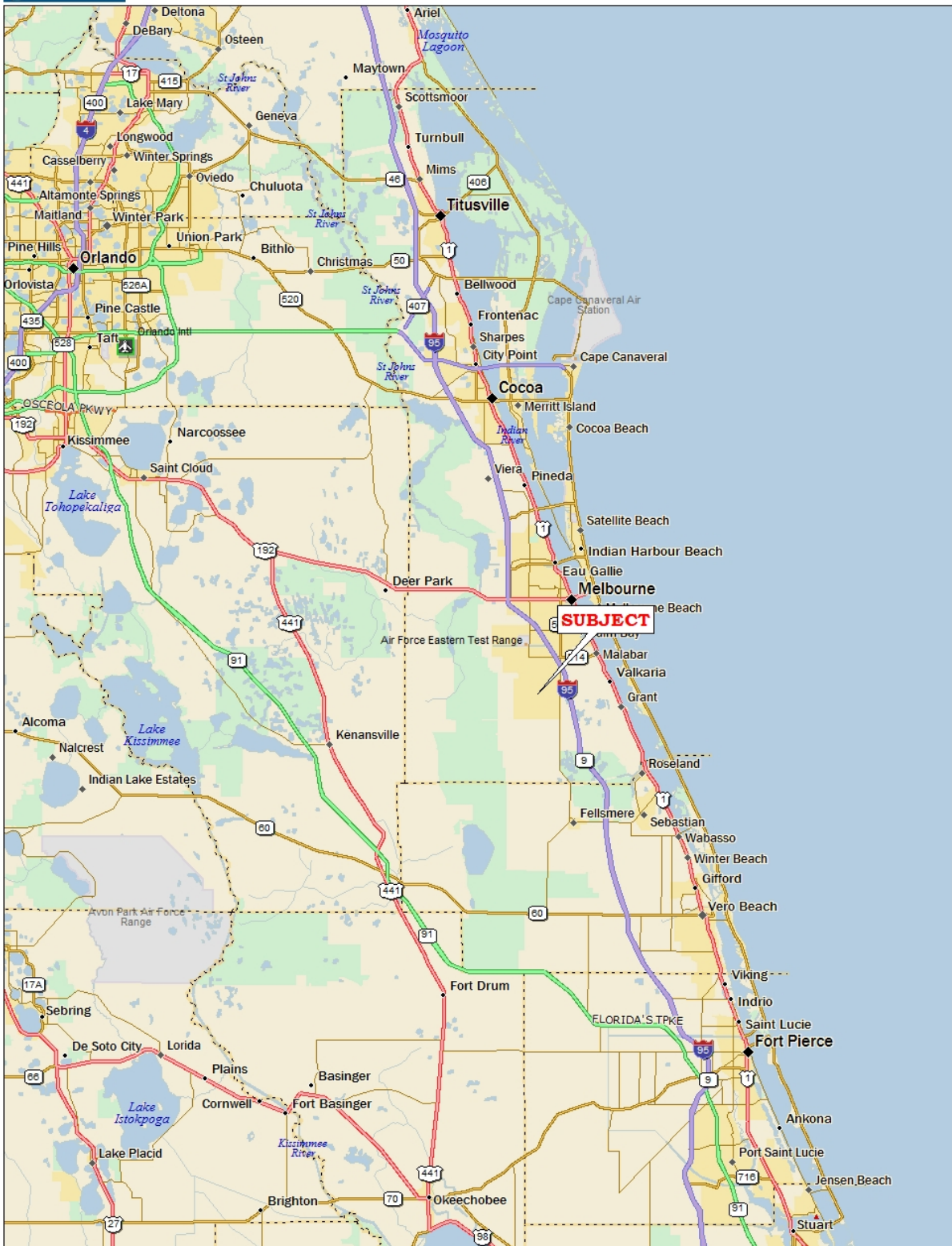
WHB FILE NUMBER: 15066

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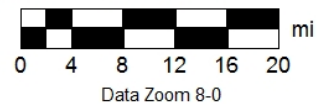
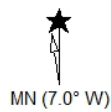
FLORIDA MAP



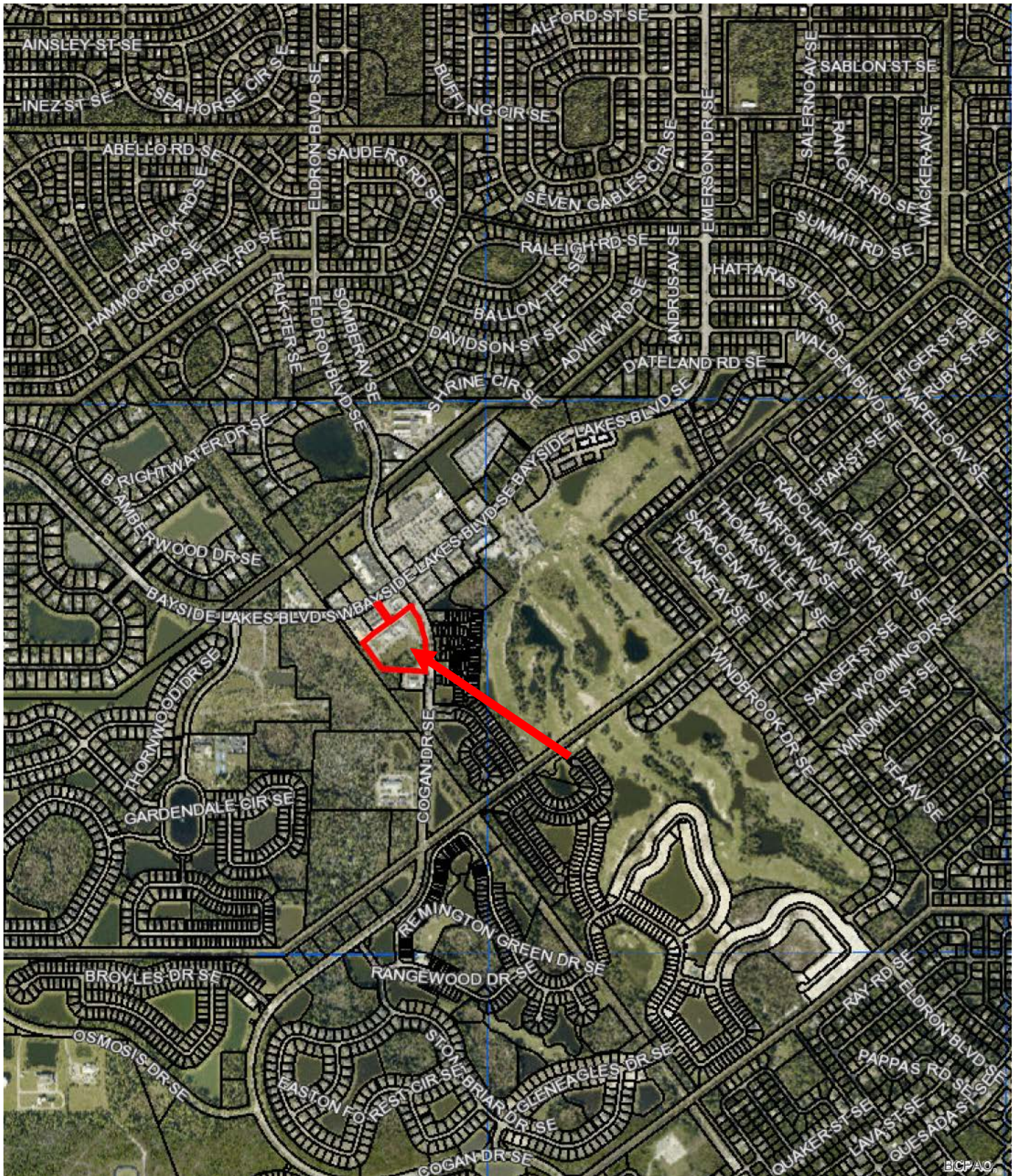
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COUNTY MAP



BAYSIDE LAKES AND SOUTHERN PALM BAY



BAYSIDE LAKES COMMERCIAL CENTER PHASE II – LOT 14



SUBJECT BUILDINGS

BAYSIDE LAKES COMMERCIAL CENTER PHASE II – LOT 14
SITE PLAN

NO.	DATE	REVISIONS
1	08-15-05	REVISED PER CITY COMMENTS DATED 7-25-05
2	10-17-05	REVISED PER CITY COMMENTS DATED 10-10-05
3	2-2-06	REVISED PER BUYER COMMENTS 2-1-06

MEDICAL / PROFESSIONAL CENTER
SITE LAYOUT & UTILITIES PLAN
PREPARED FOR:
PALM BAY MEDICAL OFFICE CORP.
95 BULLDOG BOULEVARD, MELBOURNE, FLORIDA 32901

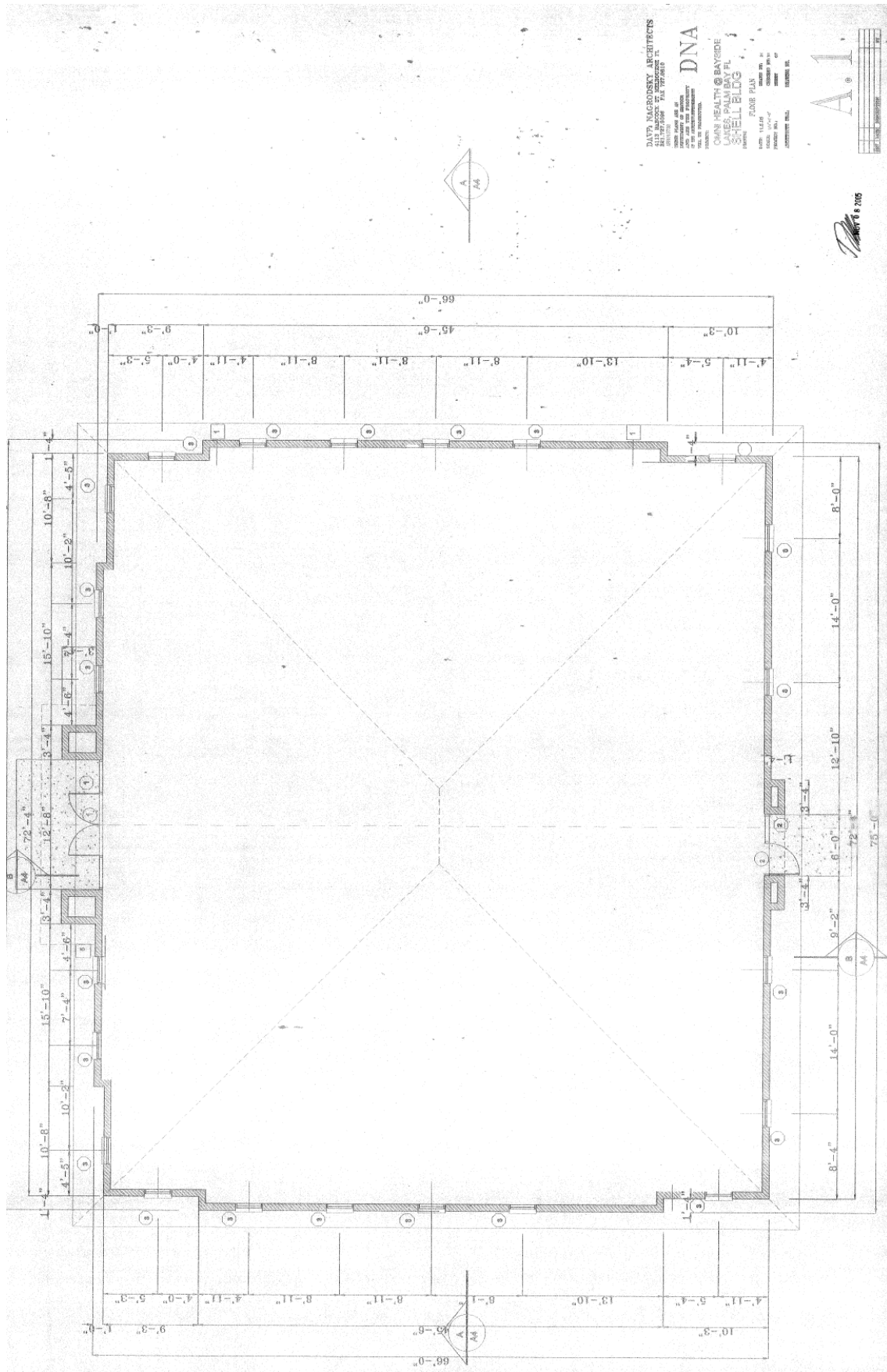
PROJECT NO: 2004-140	<div style="text-align: center; font-size: 2em; font-weight: bold;">C-2</div> <div style="text-align: center;">SHEET 2 OF 8</div>
FILE NO:	
DESIGNED BY: 2004140C.b	
DRAWN BY: VBT	
CHECKED BY: VBT	
DATE: 6-14-2005	DRAWING NO:

2-7-06
Vandenberg
WILLIAM B. VANDERBORG



PRE-DEVELOPMENT PLAN

SCALE: 1"=40'



BUILDING 342 FLOOR PLAN



15066 - SUB 1
COGAN DRIVE LOOKING NORTH
SUBJECT NORTH ENTRANCE TO LEFT



15066 - SUB 2
NORTH ENTRANCE DRIVE LOOKING WEST



15066 - SUB 3
BUILDING #336 FRONT ELEVATION



15066 - SUB 4
COGAN DRIVE LOOKING NORTH
SUBJECT SOUTH ENTRANCE TO LEFT



15066 - SUB 5
COGAN DRIVE SOUTH ENTRANCE LOOKING NORTHWEST



15066 - SUB 6
SUBJECT PARKING AREA FOR BUILDING #336



15066 - SUB 7
BUILDING #336 FRONT AND SOUTH ELEVATIONS



15066 - SUB 8
LOOKING WEST ACROSS PARKING AREAS



15066 - SUB 9
BUILDING #336 WEST ELEVATION AND PARKING AREA



15066 - SUB 10
BUILDING #336 FRONT ENTRANCE



15066 - SUB 11
WAITING ROOM



15066 - SUB 12
TYPICAL EXAM ROOM



15066 - SUB 13
RECEPTION AREA



15066 - SUB 14
NURSES STATION



15066 - SUB 15
TYPICAL EXAM ROOM



15066 - SUB 16
BREAK ROOM



15066 - SUB 17
TYPICAL OFFICE



15066 - SUB 18
TYPICAL RESTROOM



15066 - SUB 19
BUILDING #342 FRONT AND SIDE ELEVATIONS



15066 - SUB 20
BUILDING #342 SIDE ELEVATION AND PARKING AREA



15066 - SUB 21
BUILDING #342 INTERIOR



15066 - SUB 22
BUILDING #342 INTERIOR



15066 - SUB 23
BAYSIDE LAKES BOULEVARD LOOKING EAST
SUBJECT ENTRANCE DRIVE TO RIGHT



15066 - SUB 24
BAYSIDE LAKES ENTRANCE DRIVE LOOKING SOUTH



15066 - SUB 25
BUILDING #342 AS SEEN FROM BAYSIDE LAKES ENTRANCE DRIVE

APPRAISAL REPORT

This Appraisal Report is intended to comply with the reporting requirements set forth in the Uniform Standards of Professional Appraisal Practice. The depth of discussion contained in this report is specific to the scope of work, needs of the client and for the intended use stated below. The appraiser is not responsible for unauthorized use of this report.

CLIENT

City of Palm Bay
Ms. Joy Barnett
Administrative Services Manager
150 Malabar Road Suite 105
Palm Bay, Florida 32907

APPRAISER

Michael Morin
State-Certified General Appraiser #RZ3281

William H. Benson, MAI, CCIM
State-Certified General Appraiser #RZ1027

W.H. Benson & Company
4780 Dairy Road Unit 103
Melbourne, FL 32904

SUBJECT IDENTIFICATION

The Bayside Lakes Commercial Center Phase II Lot 14 is identified by the Brevard County Tax Appraiser to have a tax identification number and street address as follows:

29-37-19-RX-14
318 Cogan Drive, Palm Bay, FL 32907

The street addresses for the subject buildings as part of the Bayside Lakes Commercial Center Phase II Lot 14 are indicated as follows:

336 Cogan Drive & 342 Cogan Drive
Palm Bay, FL. 32907

PURPOSE OF THE APPRAISAL

The purpose of the appraisal is to estimate the market value of the fee simple interest in the real property described herein.

INTENDED USE/USER OF THE APPRAISAL

The intended use of this appraisal is to assist the client in internal decision making as to a potential acquisition. The intended user of this appraisal is City of Palm Bay.

DEFINITION OF MARKET VALUE*

The term "market value", as used in this context, is defined as follows:

MARKET VALUE -- The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in United States dollars or terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

* Appraisal of Real Estate – 13th Edition; Appraisal Institute

DATE OF VALUE

The date of value of this appraisal is May 20, 2021. The property was inspected May 20, 2021. The report was completed on May 28, 2021.

EXTRAORDINARY ASSUMPTIONS

1. Site dimensions and building size were based on review of the survey, partial site plans, and partial building plans. These data are considered to be the best data available and are relied upon entirely. Therefore, this appraisal is subject to revision if this information is found to be incorrect and/or easements, encroachments or other adverse site conditions are discovered by additional survey and/or environmental study.
2. The subject Lot 14 of the Bayside Lakes Commercial Center Phase II is subject to covenants, conditions, and restrictions as part of the larger Bayside Lakes project as a whole. The Declaration is recorded in ORB 4212 Page 3045 records of Brevard County. There are no known condominium documents for the office project located on Lot 14. We assume for the purpose of this report there are condominium documents in place that are legally correct and typical of competitive office condominium projects and that a condominium association budget is in place without outstanding liabilities and the reported dues are competitive with comparable office condo projects. Further, the condominium documents will provide for all typical covenants and conditions associated with the condominium form of ownership and provide for legal descriptions for conveyance of the subject buildings.

INTEREST VALUED

The fee simple interest in the real property is being valued in this report.

LEGAL DESCRIPTION

No legal descriptions are in place for the subject buildings/pad sites as part of the Bayside Lakes Commercial Center Phase II Lot 14. This appraisal is subject to recording appropriate condominium documents that will provide legal descriptions for the subject buildings. The legal descriptions will essentially describe the building footprints of the subject buildings within the common areas.

SCOPE OF WORK

USPAP defines the Scope of Work as, "the type and extent of research and analyses in an assignment". According to the Scope of Work Rule, in each appraisal, appraisal review, and appraisal reporting assignment, an appraiser must:

- Identify the problem to be solved;
- Determine and perform the scope of work necessary to develop credible assignment results; and
- Disclose the scope of work in the report.

The scope of work includes but is not limited to:

- The extent to which the property is identified;
- The extent to which the tangible property is inspected;
- The type and extent of the data researched; and
- The type and extent of analyses applied to arrive at opinions or conclusions.

The Scope of Work performed must be sufficient to develop credible assignment results. For this appraisal assignment, the appraisers performed the following tasks to complete this appraisal assignment in a competent manner and to be in compliance with the Uniform Standards of Professional Practice (USPAP).

Identification of Appraisal Problem: The appraisal problem and purpose of this appraisal report was to estimate the market value of the subject property.

Property Identification: The subject property was identified by the legal description, tax records, and mapping included in this appraisal report.

Property Inspection: A physical inspection of the subject property and surrounding neighborhood/market area was conducted. Aerial imagery, tax records, public record mapping and all available supporting documentation regarding the subject was also reviewed.

Data Research: We gathered all available information regarding the subject property from various sources including the client, and various government sources. The data gathered included zoning, taxes/assessments, flood hazard areas, availability of utilities and all relevant subject property data available. We also researched market data from sales and listings of properties similar and competitive with the subject. Sources searched for market data included public records and other third party data service providers along with data from other real estate appraisers, real estate brokers and market participants. To the extent possible, all market data used in the appraisal was directly verified with the participants (grantor, grantee, lessor, lessee or broker) directly involved in the transaction.

Analyses Developed to Form an Opinion of Market Value: These analyses resulted in forming an opinion of highest and best use based on all known facts including physically possible uses, legal uses, market behavior, and economically feasible uses. Economic demand is evident and measurable and in the context of highest and best use, all three approaches have been considered. Appraisers estimate property value with specific appraisal procedures which reflect three distinct methods of data analysis – cost, sales comparison and income capitalization. One or more of these approaches are used in all appraisals. The approaches employed depend on the type of property, the highest and best use and the quality and quantity of data available for analysis. Further the appraiser considers which analyses would be relied upon by market participants. For the purpose of this appraisal we have applied the applicable approaches to value that would provide reliable indications of value and which would be considered meaningful by market participants.

DESCRIPTION OF REAL ESTATE APPRAISED

AREA DESCRIPTION

GENERAL AREA DESCRIPTION

A general description of Brevard County is located in the Exhibits section of this report.

NEIGHBORHOOD DESCRIPTION

For the purpose of this analysis, the neighborhood is defined as the area bordered by Waco Boulevard to the north, San Filippo Drive to the south and east, and DeGroodt Road to the west. The defined neighborhood contains about 8.25 square miles. The neighborhood includes the entirety of the Bayside Lakes Planned Unit Development (PUD) with the north portions being comprised of the older established Port Malabar Units (PMU's).

Bayside Lakes is a master planned community surrounding the Majors Golf course and club house and is comprised of numerous deed restricted residential subdivisions. Bayside High School is located on DeGroodt Road on the west boundary of the neighborhood. The PMU's are platted lots comprised of older and newer in fill residential development. Overall the neighborhood has a high concentration of residential development.

The focal point of Bayside Lakes is the signalized intersection of Bayside Lakes Boulevard, which is the primary east/west roadway, and Eldron Boulevard which is a north/south collector road from Malabar Road. Eldron Boulevard south of Bayside Lakes Boulevard is known as Cogan Drive. Emerson Drive is another north/south feeder road from Malabar Road that changes to Bayside Lakes Boulevard. DeGroodt Road is also a feeder road from Malabar Road. Land uses are generally residential along these roadways.

The intersection of Eldron Boulevard and Bayside Lakes Boulevard is developed with a Publix strip center with developed outparcels. A Walgreens and a 7/11 with gas sales is located at two additional corners. Approximately 24,000 square feet of retail is located at the 4th corner. Additional commercial development includes an Auto Zone, a veterinarian office, a dental office, a Health First building, and a Family Dollar Store. To the north along Eldron Boulevard is the Odyssey Charter School and the Pineapple Cove preschool day center. To the south along Cogan Drive is the American Legion building and a Brevard County government annex. The buildings are well occupied and, other than the subject buildings, there was no availability of space for lease or for sale. Vacant land is available across from the golf course but the two vacant sites near the signalized intersection were not being offered for sale. Office space in the subject project and competing projects appear to be at stabilized near 100% occupancy.

In general, the neighborhood is a upper middle market oriented area, with a compatible mix of land uses. The neighborhood is expected to continue to experience a moderate rate of growth, due to good transportation access and good market acceptance. Overall, the neighborhood is considered to be stable.

MARKET OVERVIEW

As of the date of this appraisal, the nation is recovering from the COVID-19 pandemic which shut down the economy in March/April 2020 and impacted many industries. Retail, hotels, restaurants and travel industries have been impacted the most with less measurable impact noticed in the multifamily and industrial sectors. The general consensus in the local real estate market is that the impacts from the COVID-19 will be short term and the economy will recover in the near term as is reflected in the recent stock market recovery. The first quarter 2021 is reported to be strong. Locally, no measurable impacts to this real estate submarket are known.

Locally, with improved employment between existing and new employers, L3Harris Corporation, expansion of airport related industries, successful privatization of space initiatives and increased passenger and cargo activity at Port Canaveral, the outlook is optimistic.

Commercial/retail and industrial real estate values have been increasing from 2016 to date. Overall occupancy has stabilized and rental rates have been improving modestly. Few vacancies are noted along the commercial corridors and demand is average to good. New restaurant development has primarily been developed on the out parcels to Melbourne Square Mall and out parcels to Hammock Landings on Palm Bay Road at I-95.

Residential markets are improving as well with continued absorption is the new subdivisions on Cogan Drive south of Bayside Lakes Boulevard. Absorption of end product in the subdivisions has been fast paced. New multifamily projects have been developed in all sectors of South Brevard County.

In general, the general Melbourne and Palm Bay area is undergoing a resurgence of residential subdivision and multifamily development. No adverse neighborhood conditions are known nor were any observed.

BAYSIDE LAKES COMMERCIAL CENTER PHASE II – PROJECT DESCRIPTION

The Bayside Lakes Commercial Center Phase II is part of the master planned Bayside Lakes and surrounds the intersection of Bayside Lakes and Eldron Drive-Cogan Drive. Bayside Lakes Commercial Center Phase II includes numerous developed lots inclusive of but not limited to the Publix Shopping Center, various neighborhood retail centers, Health First, and a 7/11 convenience store with gas pumps. Bayside Lakes Commercial Center Phase II is almost entirely built out with only the subject pad sites and two vacant sites remaining. The individual sites within Phase II share common area elements and cross access parking easements and share a common storm water retention system by virtue of a Declaration of Easements, Covenants and Restrictions. The Declaration is recorded in ORB 4212 Page 3045 records of Brevard County. No condominium documents for the subject property have been recorded. See Extraordinary Assumptions.

SUBJECT SITE DESCRIPTION

The Bayside Lakes Commercial Center Phase II Lot 14 whereon the subject buildings are constructed comprises 6.57 acres of land located in the south west quadrant of the intersection of Bayside Lakes and Cogan Drive. Lot 14, pursuant to the site plan and survey has 696.72 feet of Cogan Drive frontage and 30 feet on Bayside Lakes Boulevard.

The 30 feet on Bayside Lakes Boulevard is improved with a shared driveway providing access to the 7/11 and retail strip center fronting Bayside Lakes Boulevard and Lot 14. The Bayside Lakes Boulevard entrance has a depth of 220 feet from Bayside Lakes Boulevard to the developable portion of Lot 14. The 696.72 feet of Cogan Drive frontage has two driveways which provide access to the subject buildings and Lot 14 as a whole.

The Bayside Lakes Commercial Center Phase II Lot 14 is site planned for 12 pad sites with parking. Currently Lot 14 is partially developed. There are accessible cleared areas for 3 additional buildings and there are the driveways to Cogan Drive and Bayside Lakes Boulevard. Currently there is asphalt pavement that is improved with 112 marked and lighted parking spaces. There is irrigated landscaping.

No legal description or survey was provided for the subject pad sites but it is assumed the subject pad sites are inclusive of the entire building foot print. See Extraordinary Assumptions. Also, please see the subject photographs, survey, and site plan in the Exhibit Section of the report. A description of the property is summarized as follows.

SITE SUMMARY

Location/Address:	336 Cogan Drive & 342 Cogan Drive
City:	Palm Bay, FL. 32907
County:	Brevard
State, ZIP:	Florida 32907
Size - Lot 14:	6.57 Acres
Shape:	Irregular
Topography:	Level - slightly above Street Grade
FEMA Flood Zone:	Zone X - Outside the Flood Plain
FEMA Map Panel Number:	12009C0660G Dated 3/17/2014
Primary Frontage:	Cogan Drive 697 feet
Secondary Frontage:	Bayside Lakes Boulevard 30 feet
Site Area & Dimensions Source:	Site Plan & Survey
Adjacent Property Uses	
North:	Retail & Office Use
South:	Vacant Land
East:	Multifamily
West:	Vacant Land
Zoning:	PUD-Planned Unit Development
Future Land Use:	COM-Commercial

SUBJECT BUILDING DESCRIPTIONS

336 COGAN DRIVE:

The 336 Cogan Drive condominium building is currently vacant. It was constructed in 2007 and, based on the site plan, comprises 4,874 square feet. The legal description for the subject buildings should incorporate this land area. See Extraordinary Assumptions. Construction quality is good with impact glass windows/doors, metal roof on a wood truss system, and masonry exterior walls covered with painted Hardy Plank.

The building has two entrances with one on the east elevation and one on the west elevation. The east entrance is a covered double door entry with the west entry being a covered single door. Windows are located in all four walls.

The interior was designed and constructed for a single tenant medical use. The design is typical of medical use with a waiting room off the main entrance, centrally located reception area and the two nurse's stations, and a circular flow with 12 exam rooms with plumbing and four doctor offices located along the exterior walls. In addition, there are four restrooms dispersed within the building, an x-ray room, a file room and various storage rooms and mechanical rooms. Mechanical systems include four ground mounted HVAC systems. A single electric meter and water meter service the building.

The improvements are well maintained and are attractive and well maintained and the building is representative of a modern building. Building improvements are summarized as follows:

BUILDING IMPROVEMENTS

Number of Buildings:	1
Number of Stories:	1
Building Area:	4,874 SF
Year Built:	2007
Year Renovated:	NA
Construction Quality:	Good
Overall Condition:	Good
Functional Utility:	Good

Structural Components

Foundation:	Concrete slab.
Exterior Walls:	Concrete Block with painted hardy board.
Roof Structure:	Wood Truss
Roof Cover:	Metal
Windows:	Tinted impact glass in metal frames.
Doors:	Storefront is impact resistant glass in metal frame

Interior Finish

Ceilings:	Suspended acoustical tile.
Floor Coverings:	Tile in restrooms , carpet in offices, and wood plank in
Lighting:	Fluorescent fixtures
Walls:	Primarily painted drywall with some wall paper accents.

Mechanical Systems

HVAC:	Central heating and air conditioning. Four systems.
Electrical:	Adequate electric for medical office use. All electrical systems are assumed to be to code.
Plumbing:	Adequate restrooms. All plumbing systems are assumed to be adequate and to code.
Elevators/Stairs:	N/A

Site Improvements

Parking:	Asphalt paving as part of the overall site planned project. Parking is adequate for medical office use.
Other:	Free standing monument sign. Landscaping and irrigation. Storm water retention is located off site.

342 COGAN DRIVE:

The 342 Cogan Drive condominium building is a building shell. The shell was constructed in 2008 and, based on the site plan, comprises 4,874 square feet. Construction quality is similar to the prior described building and is good construction with impact glass windows/doors, metal roof on a wood truss system, and masonry exterior walls covered with painted Hardy Plank.

The building has two entrances with one on the south elevation and one on the north elevation. The south entrance is a covered double door entry with the north entry being a covered single door. Windows are located in all four walls. The interior improvements include a bare concrete floor with sewer lines stubbed and bare concrete block walls with a main water line stubbed. The ceiling is unpainted dry wall. No electric is present.

UTILITIES

Municipal water and sewer services are supplied by the City of Palm Bay. Electrical service is supplied by Florida Power and Light Company. Fire and police protection are provided by the City of Palm Bay.

FLOOD ZONE

According to the Federal Emergency Management Agency under the national Flood Insurance Program, the subject property is located in flood zone "X" according to FEMA Map Panel Number 12009C0660G dated March 17, 2014.

REAL ESTATE TAXES/OWNERSHIP/SALES HISTORY

According to Brevard County Tax Appraisers office the tax data (2020) is summarized as follows. The taxes for the subject property are current.

Real Estate Taxes and Assessments - 2020		
Parcel #		29-37-19-RX-14
Total Assessment		\$1,157,330
Millage Rate (per \$1,000)		\$19.8398
Gross Ad Valorem Tax		\$22,961
Non-Ad Valorem Assessments		\$562
Total Tax Amount		\$23,523
Delinquent Taxes		NA
Please note that the subject taxes include the undeveloped portion of the subject PUD as well as the existing infrastructure. The subject buildings are not accessed individually.		

The current owner(s) of record is as follows.

Palm Bay Medical Office Corp
95 Bulldog Boulevard
Melbourne, FL 32901

According to the public records, the subject property has been in the current ownership(s) since January 16, 2004 when the 6.57 acre Lot 14 was purchased. The warranty deed, as recorded in ORB 5185//Pg 0192 indicates a consideration of \$300,000. The subject buildings are not currently known to be listed for sale and no contracts are known to be pending. The subject buildings are currently being offered for lease by Joe Poirier with JM Real Estate at a net asking rate of \$16.00 per square foot per year. No lease offers are currently pending.

ZONING & FUTURE LAND USE

The Lot 14 and, as such the subject buildings, is located within an area zoned "PUD", Planned Unit Development, by the City of Palm Bay. PUDs are areas of land developed as a single entity, or in approved stages in conformity with a final development plan by a developer or group of developers acting jointly, which is master planned to provide for a variety of residential and compatible uses and common open space.

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. Primary residential uses are single-family detached and multi-family residential dwelling units (including apartments) in semi-detached, attached, and multi-storied structures. Secondary nonresidential uses: Nonresidential uses of a commercial character and personal service centers, offices and professional centers providing services to residents of the planned unit development are permitted uses. The nonresidential uses shall be compatible with and secondary to the primary residential use. No building devoted primarily to a commercial use shall be built or established prior to the primary residential buildings or uses it is designed or intended to serve. Hotels, motels and restaurants are permitted. Development standards such as lot sizes and setback requirements are typically established on a case by case basis.

The Future Land Use is designated as COM-Commercial which allows commercial/office professional development. The subject (Lot 14) zoning is consistent with the future land use. A complete copy of this zoning ordinance is retained in our files.

HIGHEST AND BEST USE

The estimate of highest and best use of the subject property is concerned with an analysis of alternative uses which are physically possible, legal, financially feasible, consistent with neighborhood development and land use, and which result in an optimum, hopefully highest, financial return to the owner. The Highest and best analysis considers the land "as if vacant" and as currently improved.

AS VACANT

The Highest and Best Use As-Vacant is future development for office professional uses.

AS IMPROVED

The highest and best use of the subject condominium office buildings takes into consideration the contribution of the improvements to the site. The improvements represent a legally permissible highest and best use. The subject buildings were constructed in 2007 and 2008 respectively and have been well maintained. There is adequate parking as developed. Both buildings are well constructed masonry buildings with hardy board exteriors, metal roofs and impact windows.

The 336 Cogan Drive building interior finish is considered to be good quality medical space and the floor plan is functional for single tenant occupancy. The 342 Cogan Drive building is partially finished shell space and has potential to be a single tenant space or could be subdivided given the two entrances.

The subject buildings are located in an area with the primary land use being residential subdivisions as supported by the surrounding neighborhood commercial use, office professional uses, and institutional uses. Occupancy in the various projects appears to be stabilized. These data suggest that a market exists for commercial office uses and such uses are financially feasible uses. We believe that there is a market for the subject given the strong location relative to proximity to population centers. The maximally productive use under current market conditions is considered to be office professional

use. Therefore, the highest and best use as improved is as developed and improved for general office use. This recognizes that the subject buildings are designed to be condominiums and although they are currently under common ownership, the units can be sold separately, subject to completing proper condominium documents.

SUMMARY OF ANALYSIS AND VALUATION

In the course of this analysis, the cost, market and income approaches to value have been considered. All three approaches are fundamentally based on the principle of substitution which basically maintains that the subject of the appraisal is worth no more than the cost to produce or replace it or acquire an existing alternate property which possesses similar utility and investment benefits. After completing the necessary research, we concluded the sales comparison approach is the only approach that provides a reliable opinion of market value.

The sales comparison approach, or market approach, is a method of arriving at an indication of market value by comparing the subject with comparable or competitive properties that have sold. This approach focuses on specific real estate characteristics known to influence sale prices, and is well suited for valuing the subject.

The income approach is not applicable because the subject has no current rental history and the most likely buyer for the subject would be a buyer interested in partial or complete owner occupancy.

The Cost Approach is not applicable. The main reasons are:

- The subject is part of a larger office project with shared common amenities and availability of pad sites sales are extremely limited.
- Market participants would not consider the cost approach useful due to the age of the buildings and the difficulty in estimating land value in a condominium form of ownership.

SALES COMPARISON APPROACH

In developing this approach, we searched for sales of office condominium units and/or small to mid-sized office buildings considered to be most similar to the subject building in terms of location, size, age, and quality of construction. As such, we have selected the following sales, which are representative of a larger overall data base. The following sales are considered the best available data and are summarized as follows:

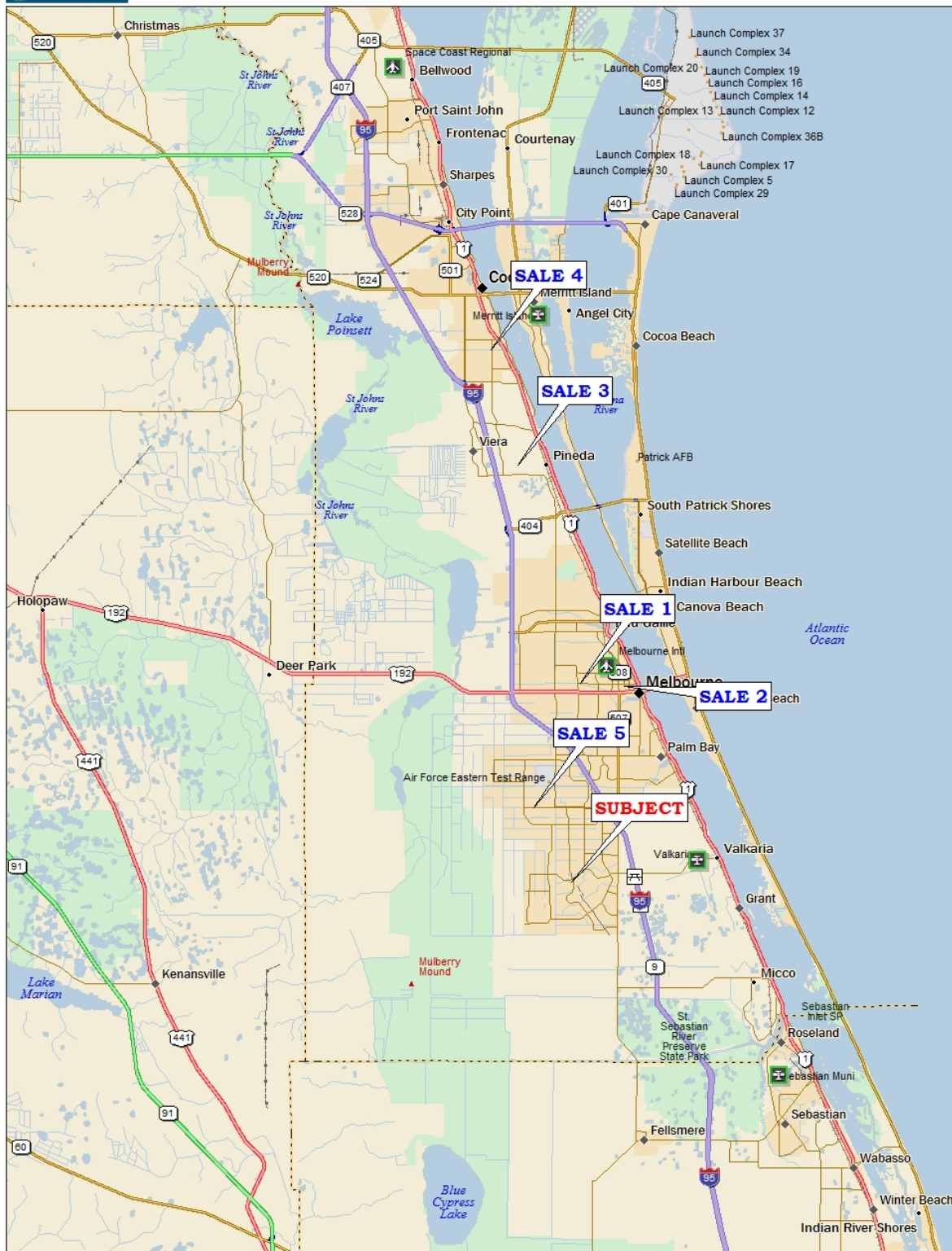
IMPROVED SALES SUMMARY TABLE

No.	Location	Sale Date	Price	Size Net (SF)	Price/Net SF
1.	1855 Hibiscus Blvd, Melbourne	03/10/2020	\$800,000	4,635	\$172.60
2.	1601 Apollo Blvd, Melbourne	02/04/2021	\$790,000	6,112	\$129.25
3.	8057 Spyglass Hill Rd, Viera	10/23/2020	\$1,250,000	5,943	\$210.33
4.	840 Executive Ln, Rockledge	08/25/2020	\$600,000	3,342	\$179.53
5.	620 Malabar Road, Palm Bay	04/21/2020	\$1,150,000	5,625	\$204.44

DISCUSSION OF ADJUSTMENTS

The sales under analysis represent fee simple transactions all purchased for owner occupancy or partial owner occupancy. We discussed current market trends in a previous section of this report and as previously discussed current real estate market trends indicate the market has stabilized since 2019. The sales are considered representative of current market conditions with no market adjustments warranted. The sales data will also be adjusted for location, access/exposure, building size, age/condition, and building and office quality.

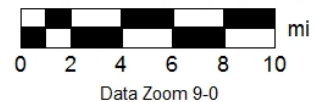
In regards to 336 Cogan Drive the interior is built out as good quality medical space and the 342 Cogan Drive building is a shell building being only partially finished. In regards to the subject shell building (342 Cogan Drive) the inferior office build out will be addressed later in the report.



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Improved Sale No. 1



Property Identification

Record ID	547
Property Type	Office
Property Name	Office Building
Address	1855 Hibiscus Boulevard, Melbourne, Florida
Tax ID	2857748

Sale Data

Grantor	Kaleidoscope Interventions LLC
Grantee	Trioche Family Chiropractic Inc
Sale Date	March 10, 2020
Deed Book/Page	8695/1005
Property Rights	Fee Simple
Conditions of Sale	Arms Length
Verification	Hart to Hart Realty; 321-242-2526, M:S #858745

Sale Price	\$800,000
Cash Equivalent	\$800,000

Land Data

Land Size	0.640 Acres or 27,878 SF
Front Footage	142 ft Hibiscus Blvd
Zoning	Commercial
Topography	Fully Developed - At or Near Road Grade
Utilities	Water & Sewer

Improved Sale No. 1 (Cont.)

General Physical Data

Building Type	Single Tenant
Gross SF	4,635
Net SF	4,505
Construction Type	Concrete Block & Stucco
Roof Type	Tile
Foundation	Concrete
HVAC	100% of Net
Stories	1
Year Built	2003
Condition	Good

Indicators

Sale Price/Gross SF	\$172.60
Sale Price/Net SF	\$172.60

Remarks

Single tenant office building with 4,505 net usable square feet that was built in 2003. Located on Hibiscus Boulevard near Melbourne Square Mall. Interior has executive offices, conference room, lobby, four additional offices, break room, break room and two restrooms. Building is in good condition. Site has 16 marked parking spaces or 1 space per 280 square feet.

Analysis of Sale 1 – The location is in an area of Melbourne in proximity to Melbourne Square Mall and the numerous employment centers surrounding Melbourne Orlando Airport. Location is superior with negative adjustment. The building size is similar. The sale is an interior lot with limited exposure to Hibiscus Boulevard. The superior exposure to an arterial roadway is offset by the numerous access points to the subject property. Access/exposure is considered similar. The building was constructed in 2003 and was maintained. Age of construction is considered slightly inferior recognizing the age of the core structure but condition and quality are considered similar. The building interior finish is for general office use compared to the medical build out of the subject building at 336 Cogan Drive. The sale is slightly inferior in this regard. In the analysis of 336 Cogan Drive, overall, slight net positive adjustment is applied.

Improved Sale No. 2



Property Identification

Record ID	578
Property Name	Office - Medical
Address	1601 Apollo Boulevard - Units 1,2 & 3, Melbourne, Florida
Tax ID	2855916

Sale Data

Grantor	Ormond & Judith Mendes
Grantee	Silver Raptor LLC
Sale Date	February 04, 2021
Deed Book/Page	9002/900
Property Rights	Fee Simple
Conditions of Sale	Arms Length
Verification	Engel & Voelkers, Ryan Fischer; 321-223-4878, MLS #800389

Sale Price	\$790,000
Cash Equivalent	\$790,000

Land Data

Land Size	0.890 Acres or 38,768 SF
Front Footage	210 ft Apollo Blvd; 185 ft Silver Palm Ave

Improved Sale No. 2 (Cont.)

Zoning	Commercial
Topography	Level
Utilities	Water & Sewer

Indicators

Sale Price/Gross SF	\$107.09
Sale Price/Net SF	\$129.25

Remarks

Located south of Holmes Regional Medical Center. Well maintained average quality medical building with three medical condo units ranging from 1,278 SF to 3,556 SF that encompass the entire building. Interior build out includes 11 exam rooms with plumbing, 8 doctor offices, large waiting room, reception areas, and break room. Building in well maintained condition with new roof. Site work includes 41 concrete paved parking spaces.

Analysis of Sale 2 – The location is in an area of Melbourne in proximity to Holmes Regional Hospital and the surrounding medical campus. Location is superior with negative adjustment. The building size is larger with offsetting positive adjustment. The sale is a corner location on secondary roadways. The superior corner influence is offset by the numerous access points to the subject property. Access/exposure is considered similar. The building was constructed in 1986 and was maintained. Age of construction is considered inferior recognizing the age of the core structure and quality of construction is also inferior. The building interior finish is for medical use but is considered dated as compared to the medical build out of the subject building at 336 Cogan Drive. The sale is inferior in this regard. In the analysis of 336 Cogan Drive, overall, significant net positive adjustment is applied.

Improved Sale No. 3



Property Identification

Record ID	579
Property Name	Office Condo - Medical
Address	8057 Spyglass Hill Rd - Unit 102-A, Viera, Brevard County, Florida
Tax ID	2628289

Sale Data

Grantor	Professional Real-Estate Investment LLC
Grantee	Viera Pediatrics Venture LLC
Sale Date	October 23, 2020
Deed Book/Page	8901/0055
Property Rights	Fee Simple
Conditions of Sale	Arms Length
Verification	Rahal RE, Nick Rahal, 321531-0511; MLS # 857902
Sale Price	\$1,250,000
Cash Equivalent	\$1,250,000

Improved Sale No. 3 (Cont.)

Land Data

Land Size	4.250 Acres or 185,130 SF
Front Footage	650 ft Spyglass Hill Rd
Zoning	Commercial
Topography	Level
Utilities	Water & Sewer

Indicators

Sale Price/Gross SF	\$210.33
Sale Price/Net SF	\$210.33

Remarks

Located east of Murrell Road on Spyglass Hill Road in the four building Spyglass South Office Condo. The sale property is 5,943 SF within a 9,244 SF building built in 2006. Well maintained good quality medical building. Interior build out includes 12 exam rooms with plumbing, 4 doctor offices, large waiting room, reception area, x-ray room, procedure room, break room, and 3 restrooms. Building in well maintained condition. Site work includes adequate parking for medical use.

Analysis of Sale 3 – The location is in an upper scale area of Viera and location is superior with negative adjustment. The building size is slightly larger with partially offsetting positive adjustment. The sale is located with a larger condominium project with multiple buildings and access points. Access/exposure is considered similar. The building was constructed in 2006 and was maintained. Age of construction and quality of construction are similar. The building interior finish is good quality medical use and is similar as compared to the medical build out of the subject building at 336 Cogan Drive. In the analysis of 336 Cogan Drive, overall, significant net negative adjustment is applied due to location.

Improved Sale No. 4



Property Identification

Record ID	580
Property Name	Office - Medical
Address	840 Executive Lane - Unit 110, Rockledge, Florida
Tax ID	2538080

Sale Data

Grantor	Moreno-Vincente Unlimited LLC
Grantee	Dr. Vinny Properties LLC
Sale Date	August 25, 2020
Deed Book/Page	8838/762
Property Rights	Fee Simple
Conditions of Sale	Arms Length
Verification	Keller Williams RE, Stefanie Lattner; 321-693-3480, MLS #869923

Sale Price	\$600,000
Cash Equivalent	\$600,000

Land Data

Land Size	6.410 Acres or 279,220 SF
Front Footage	550 ft Murrell Rd
Zoning	Commercial
Topography	Level
Utilities	Water & Sewer

Improved Sale No. 4 (Cont.)

Indicators

Sale Price/Gross SF	\$179.53
Sale Price/Net SF	\$179.53

Remarks

Located on west side of Murrell Road on a 6.41 acre site with 5 office condo buildings. The sale property is 3,342 SF within a 6,684 SF building built in 2006. Well maintained good quality medical building. Interior build out includes 6 exam rooms with plumbing, 7 doctor offices and consultation rooms, 3 restrooms, and waiting room with reception area. Building in well maintained condition. Site work includes adequate parking for medical use.

Analysis of Sale 4 – The location is in an established area of Rockledge and location is similar with no adjustment. The building size is smaller with negative adjustment given. The sale is located with a larger condominium project with multiple buildings and access points. Access/exposure is considered similar. The building was constructed in 2006 and was maintained. Age of construction and quality of construction are similar. The building interior finish is good quality medical use and is similar as compared to the medical build out of the subject building at 336 Cogan Drive. In the analysis of 336 Cogan Drive, overall, slight net negative adjustment is applied due to size.

Improved Sale No. 5



Property Identification

Record ID	581
Property Name	Office - Medical & General
Address	620 Malabar Road - Suites - Units 504 - 508, Palm Bay, Brevard County, Florida
Tax ID	Multiple - 2964737

Sale Data

Grantor	MISCL LLC
Grantee	AEC Holdings LLC
Sale Date	April 21, 2020
Deed Book/Page	8729/2320
Property Rights	Fee Simple & Leased Fee
Conditions of Sale	Arms Length
Verification	East Coast Properties, Bill Sims; 321-725-1800

Sale Price	\$1,150,000
Cash Equivalent	\$1,150,000

Land Data

Land Size	3.940 Acres or 171,626 SF
Front Footage	540 ft Malabar Rd; 300 ft Cownie Av; 300 ft Green Acres
Zoning	Commercial
Topography	Level
Utilities	Water & Sewer

Improved Sale No. 5 (Cont.)

Indicators

Sale Price/Gross SF	\$266.67
Sale Price/Net SF	\$266.67

Remarks

Located on south side of Malabar Road in the 3.94 acre Colonial Square complex with 4 office condo buildings and a bank. The sale property is 5,625 SF comprising 5 condo units within a 9,000 SF building built in 2007 with a total of 8 units. The buyer (dental office) owns the 3 adjacent units that were not part of this sale. Well maintained good quality partial medical building and partial general office building. Building in well maintained condition. Site work includes adequate parking for medical and general office use.

Analysis of Sale 5 – The location is in a highly commercialized area of Palm Bay near I-95 and City Hall. Location is slightly superior with negative adjustment. The building size is slightly larger with partially offsetting positive adjustment. The sale is located within a larger condominium project with multiple buildings and access points. Access/exposure is considered similar. The building was constructed in 2007 and was maintained. Age of construction and quality of construction are similar. The building interior finish has good quality medical use as well as good quality general office space and is similar as compared to the medical build out of the subject building at 336 Cogan Drive. In the analysis of 336 Cogan Drive, overall, slight net negative adjustment is applied due to location.

ADJUSTMENT GRID – 336 COGAN DRIVE

The previously discussed adjustments as applied are summarized in the following adjustment grid.

Improved Sales Summary and Adjustment Grid					
	Comparable 1	Comparable 2	Comparable 3	Comparable 4	Comparable 5
Property Name:	Office Building	Office - Medical	Office Condo -	Office - Medical	Office
Location:	1855 Hibiscus Boulevard	1601 Apollo Boulevard	8057 Spyglass Hill Rd	840 Executive Lane	620 Malabar Road
Submarket:	Melbourne	Melbourne	Viera	Rockledge	Palm Bay
O.R. Book/Page:	8695/1005	9002/900	8901/0055	8838/762	8729/2320
Seller:	Kaleidoscope Interventions LLC	Ormond & Judith Mendes	Professional Real Estate	Moreno-Vincente Unlimited LLC	MISCL LLC
Buyer:	Trioche Family Chiropractic Inc	Silver Raptor LLC	Viera Pediatrics Venture LLC	Dr. Vinny Properties LLC	AEC Holdings LLC
Date of Sale:	Mar-20	Feb-21	Oct-20	Aug-20	Apr-20
Sale Price:	\$800,000	\$790,000	\$1,250,000	\$600,000	\$1,150,000
Building Size:	4,635	6,112	5,943	3,342	5,625
Unadjusted \$/Sq. Ft.:	\$172.60	\$129.25	\$210.33	\$179.53	\$204.44
Adjustments					
Rights Transferred :	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Financial Considerations:	Market	Market	Market	Market	Market
Conditions of Sale:	Arm's Length	Arm's Length	Arm's Length	Arm's Length	Arm's Length
Market Conditions:	Stable	Stable	Stable	Stable	Stable
Cash Equiv. \$/Sq. Ft.:	\$172.60	\$129.25	\$210.33	\$179.53	\$204.44
Location:	Superior -10%	Superior -10%	Superior -20%	Similar 0%	Superior -10%
Building Size (Sq. Ft.):	Similar 0%	Inferior 10%	Inferior 5%	Superior -5%	Inferior 5%
Access/Exposure	Similar 0%	Similar 0%	Similar 0%	Similar 0%	Similar 0%
Year Built/Condition:	Inferior 5%	Inferior 15%	Similar 0%	Similar 0%	Similar 0%
Quality:	Similar 0%	Inferior 10%	Similar 0%	Similar 0%	Similar 0%
Interior Finish:	Inferior 10%	Inferior 10%	Similar 0%	Similar 0%	Similar 0%
Net Adjustments:	5%	35%	-15%	-5%	-5%
Adjusted Price/Sq. Ft.:	\$181.23	\$174.49	\$178.78	\$170.56	\$194.22

After adjustment, the sales indicate a range as summarized as follows:

Analysis - Improved Sales 1 - 5

Maximum Adj. \$/SF	\$194.22
Minimum Adj. \$/SF	\$170.56
Average Adj. \$/SF	\$179.86
Midpoint Adj. \$/SF	\$182.39

All of the sales as adjusted offer a reconcilable degree of similarity to the subject and reflect the best available data. In this analysis, equal emphasis is placed on all the sales. Based on all considerations, we feel that a unit value near the mean and midpoint of the adjusted ranges is appropriate \$181.00 per net square foot. The market value of the As Is fee simple interest in the subject 336 Cogan Drive is estimated in the following calculation.

SALES COMPARISON APPROACH - 336 COGAN DRIVE				
Size (Net)		Component Value		Total
4,874	X	\$181.00	=	\$882,194
		Rounded to	=	\$882,200

ESTIMATE OF VALUE – 342 COGAN DRIVE

The 342 Cogan Drive building is a shell and only partially finished with a ceiling. No sales were located for a similar shell building. For the purpose of this analysis we will discount the value based on typical costs of interior office build out. The previous analysis estimated a value for a subject building as finished with good quality office build out indicated \$181 per net square foot. Review of construction data in our files and review of the Marshall's and Swift construction data indicate cost of build out for office space is in the range of \$75.00 per square foot. Based on all considerations, we feel that a unit value of \$106 per net square foot is appropriate (\$181/SF - \$75/SF) for office shell. The market value of the As Is fee simple interest in the subject 342 Cogan Drive is estimated in the following calculation.

SALES COMPARISON APPROACH - 342 COGAN DRIVE				
Size (Net)		Component Value		Total
4,874	X	\$106.00	=	\$516,644
		Rounded to	=	\$516,700

FINAL RECONCILIATION

The market approach to value suggested the following market values for the subject buildings:

ESTIMATE OF VALUE AS COMBINED		
326 Cogan Drive	=	\$882,200
342 Cogan Drive	=	\$516,700
As Combined	=	\$1,398,900
Rounded to	=	\$1,400,000

The subject buildings, although sharing the same exterior components and design, do not have the same interiors. Given that 342 Cogan Drive has flexibility on the eventual interior build out, the two buildings are not considered to be competing for the same eventual purchaser(s). Therefore no discounting of the values is appropriate.

Therefore, after giving thorough consideration to the subject property, all known market conditions, and all factors influencing value, and weighting the Sales Comparison Approach entirely, it is our judgment that the "As Is" market value of both subject buildings as combined and as rounded is:

FINAL ESTIMATE - MARKET VALUE
\$1,400,000*

* Equates to \$143.62/SF overall.

ESTIMATED EXPOSURE TIME

Exposure time is defined as:

"The estimated length of time the property being appraised would have been offered on the open market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based upon an analysis of past events assuming a competitive and open market." *

Given current market conditions, availability of competing properties and the location, it is our opinion that a marketing period of one year or less is reasonable assuming aggressive marketing.

* USPAP Current Edition, The Appraisal Foundation

GENERAL AREA DESCRIPTION

Brevard County is centrally located on the east coast of the state of Florida. A discussion of physical, social, governmental and economic characteristics which influence the subject follows.

OVERVIEW/HISTORY

Brevard County, with some 72 miles of coastline, has more ocean frontage than any other county in Florida. The extensive coastline and barrier island provide a wealth of recreational opportunities to the area, supported by the region's favorable climate. Due to this extensive length from north to south, the county is commonly divided into three distinct geographical areas which are referred to as North, Central, and South Brevard.

North Brevard County includes the cities of Titusville and Cape Canaveral, as well as extensive unincorporated areas and government owned land. The north area of the county has historically been closely tied to the space program and Kennedy Space Center, as well as related aerospace industries. Also, the county seat and some of the county offices are in Titusville.

Central Brevard County includes the cities of Cocoa and Rockledge on the mainland, and Cocoa Beach on the barrier island. Merritt Island is a large unincorporated community situated on the island between the Indian and Banana Rivers. Cocoa Beach has historically been dependent on the tourism industry. Patrick Air Force Base is located on the barrier island to the south of Cocoa Beach.

South Brevard County includes the Cities of Palm Bay, Melbourne and West Melbourne, as well as the Viera and Suntree planned developments. This has been the fastest growing area of the county, due to the extensive development occurring in Palm Bay and Viera in particular. Many of the county offices are located in the Viera Government Center. Major industries in South Brevard include a number of large aerospace and technology related companies. The Melbourne Airport is also located in this area.

Perhaps the most significant segment of the local economy is the aviation/electronics-related industries that have located here. Partially as a "spin-off" of the space program, many Fortune 500 companies have located in Brevard County. As a result, it has been said that Brevard County has become a major technology center in the county.

JOB GROWTH:

Brevard County has been one of the nation's biggest job growth success stories over the past three years. Annual employment gains have exceeded the national average for 21 consecutive months and 41 months out of the past 42. During this stretch, Brevard County has averaged an annual growth rate of 3.5%, more than twice the nation's average of 1.7%.

Led by a resurgent privatized space sector, headlined by SpaceX and Blue Origin, and increased defensive contract work such as Lockheed Martin and Northrup Grumman, Brevard County has added 26,400 jobs since the start of 2016. The prospects for continued future growth appear bright, with employers such as OneWeb Satellites investing heavily in the market.

NORTH BREVARD COUNTY:

Commercial rocket companies SpaceX and Blue Origin have arrived as the state and Space Florida invested in launch and manufacturing facilities. Boeing came to build its Starliner space capsule. Lockheed came to build its Orion deep-space crew transport, Blue Origin arrived to build a rocket factory for its New Glenn rocket and OneWeb came to build satellites. Florida, which for the most part was the place that launched spaceships; but didn't build them; suddenly did both. Some of the largest aerospace and defense contractors in the country are now focused on KSC.

The Boeing Co. and the privately held SpaceX received contracts as part of the Commercial Crew Program. In addition, Sierra Nevada Corporation (SNC) and XCOR are pursuing contracts with NASA. Blue Origin plans to develop 90 acres south of their 475,000 square foot manufacturing center at Space Center's Exploration Park.

The economic impact of Port Canaveral operations based on the results of the most current economic impact study released at the Canaveral Port Authority's Board of Commissioners meeting indicated the Port's total economic contribution resulted in \$1.94 billion in direct impact in the Central Florida economy, which contributed to the direct employment of more than 17,200 workers who received \$729.4 million in wages.

Port Canaveral is the home port of several cruise ships operated by Carnival, Disney, Royal Caribbean and Norwegian Cruise Lines with 6 cruise existing terminals numbered 1, 2, 5, 6, 8 and 10. Port Canaveral hosts nearly 5 million cruise passengers through its state-of-the-art terminals. Revenues from cruise operations totaled \$81.9 million. **Multi-day passenger movements at Port Canaveral, the world's second busiest cruise port were 4,634,154 in 2019, compared to 4,568,431 in 2018.**

The Canaveral Port Authority and Carnival Cruise Line will invest in building and equipping a new two-story 185,000-sq. ft. terminal (Terminal 3) to accommodate the Mardi Gras, which will have a maximum capacity of approximately 6,500 guests. Constructing the new CT-3 terminal, plus an adjacent elevated parking facility to accommodate nearly 1,800 vehicles, and related wharf, road and access improvements will total \$150 million.

The port generates the moving of more than 6 million of tons of cargo annually, including bulk, break-bulk, project, and containerized. Cargo tonnage rose to 6,487,769 tons.

Jetty Park is also one of the most sought-after recreation points of interest in Brevard County.

SOUTH BREVARD COUNTY:

The Orlando-Melbourne International Airport has regularly scheduled flight service with the largest being Delta Airlines. The airport currently serves approximately 400,000 passengers annually, but has the capacity to serve roughly 2 million passengers. Orlando Melbourne Airport is currently serviced by American, Delta, Elite and Porter Airlines with non stop flights to various destinations and connecting hubs. The airport is less than a half hour from Port Canaveral; less than an hour from Orlando's world-famous theme parks; and 30 minutes from Kennedy Space Center. The airport serves as the southern hub for Foreign Trade Zone

136, headquartered at the port. MLB generates more than \$1.1 billion annually in economic activity. With more than 6,000 people currently working daily at the airport, MLB ranks as one of Brevard County's top employment centers. Fortune 500 giants including General Electric, Harris Corp. and Northrop Grumman recognize the benefits of increasing synergies with a broad pool of skilled employees in this area. Recent additions to the tenant family will add nearly 2,000 new, high-paying jobs at the airport.

Surrounding the airport are a number of significant employers including Northrup-Grumman, Embraer, Rockwell Collins, General Electric, Thales, Medical Data Systems, Alston Signaling, DRS Optronics, Health First and Holmes Regional Medical Center and Kindred Hospital. In addition L-3 Communications and Harris Corporation have merged to form one of the top ten defense contractors with a stock deal valued at \$33.5 billion and headquarters is based in Melbourne. Most of these major employers are located on leased land owned by the airport authority. The Orlando Melbourne Airport industrial campus comprises a significant portion of the economic base in Brevard County.

The Embraer 236,000 square-foot facility features four buildings including an assembly hangar, a paint facility, a completion center, a flight preparation facility, and a new delivery center. Embraer will add 600 new jobs to its almost 600 employees in the area, ramping up hiring through 2020. Northrop Grumman has continued to expand the project, known as Project Magellan. Northrop Grumman reportedly invested approximately \$500 million in new capital investments at the Melbourne International Airport. The expansion brings up to 1,800 new jobs to Brevard County with nearly one million square feet of office/engineering space. The project was broken down into two phases. Phase One consisted of the construction of approximately 220,000 square foot building and the addition of 300 jobs. Phase Two was the construction of an additional approximately 500,000 square foot facility and 1,500 more jobs.

L-3 Harris Corporation and Intersil have substantial facilities on the north and south sides of Palm Bay Road. L-3 Harris is the largest private sector employer in Brevard County employing about 6,000 people. Their substantial presence in the immediate neighborhood is a significant economic benefit. Harris recently completed a 450,000 SF high tech engineering/office building south of Palm Bay Road. The cost of this facility is reportedly \$150 million and this investment confirms Harris' commitment to Palm Bay.

The following summary is the most recent data provided by the Economic Development Commission of Florida's Space Coast.



Civilian Labor Force Profile

Brevard County, FL
Brevard County, FL (12009)
Geography: County

Prepared by Esri

2020 Labor Force						
Age Group	Population	Employed	Unemployed	Unemployment Rate	Labor Force Participation Rate	Employment-Population Ratio
16+	521,303	259,417	23,606	8.3%	54.3%	49.8%
16-24	56,130	27,975	3,965	12.4%	56.9%	49.8%
25-54	213,552	155,702	13,911	8.2%	79.4%	72.9%
55-64	99,536	54,614	4,298	7.3%	59.2%	54.9%
65+	152,085	21,126	1,432	6.3%	14.8%	13.9%

Industry	Employed	Percent	US Percent	Location Quotient
Total	259,417	100.0%	100.0%	-
Agriculture/Forestry/Fishing	1,038	0.4%	1.3%	0.31
Mining/Quarrying/Oil & Gas	78	0.0%	0.5%	0.00
Construction	18,863	7.3%	7.4%	0.99
Manufacturing	27,401	10.6%	10.6%	1.00
Wholesale Trade	4,560	1.8%	2.5%	0.72
Retail Trade	28,579	11.0%	9.7%	1.13
Transportation/Warehousing	11,739	4.5%	4.7%	0.96
Utilities	1,735	0.7%	0.9%	0.78
Information	3,689	1.4%	1.8%	0.78
Finance/Insurance	7,982	3.1%	4.9%	0.63
Real Estate/Rental/Leasing	5,979	2.3%	2.1%	1.10
Professional/Scientific/Tech	23,554	9.1%	8.2%	1.11
Management of Companies	267	0.1%	0.1%	1.00
Admin/Support/Waste Management	12,977	5.0%	3.9%	1.28
Educational Services	19,808	7.6%	9.7%	0.78
Health Care/Social Assistance	38,375	14.8%	15.1%	0.98
Arts/Entertainment/Recreation	5,417	2.1%	1.6%	1.31
Accommodation/Food Services	20,137	7.8%	5.6%	1.39
Other Services (Excluding Public)	12,687	4.9%	4.6%	1.07
Public Administration	14,552	5.6%	4.8%	1.17

Occupation	Employed	Percent	US Percent	Location Quotient
Total	259,417	100.0%	100.0%	-
White Collar	163,058	62.9%	61.8%	1.02
Management	24,484	9.4%	10.2%	0.92
Business/Financial	11,561	4.5%	5.1%	0.88
Computer/Mathematical	8,204	3.2%	3.0%	1.07
Architecture/Engineering	11,942	4.6%	2.0%	2.30
Life/Physical/Social Sciences	1,510	0.6%	0.9%	0.67
Community/Social Service	3,863	1.5%	1.8%	0.83
Legal	2,245	0.9%	1.2%	0.75
Education/Training/Library	13,206	5.1%	6.4%	0.80
Arts/Design/Entertainment	4,726	1.8%	1.8%	1.00
Healthcare Practitioner	18,832	7.3%	6.3%	1.16
Sales and Sales Related	28,251	10.9%	9.7%	1.12
Office/Administrative Support	34,234	13.2%	13.3%	0.99
Blue Collar	48,227	18.6%	21.4%	0.87
Farming/Fishing/Forestry	944	0.4%	0.8%	0.50
Construction/Extraction	13,385	5.2%	5.4%	0.96
Installation/Maintenance/Repair	9,060	3.5%	3.1%	1.13
Production	11,196	4.3%	5.9%	0.73
Transportation/Material Moving	13,642	5.3%	6.1%	0.87
Services	48,132	18.6%	16.8%	1.10
Healthcare Support	8,456	3.3%	2.7%	1.22
Protective Service	5,569	2.1%	2.2%	0.95
Food Preparation/Serving	16,438	6.3%	4.4%	1.43
Building Maintenance	9,977	3.8%	3.9%	0.97
Personal Care/Service	7,692	3.0%	3.6%	0.83

Data Note: Location Quotients compare the industry/occupation share of a local area's employment relative to that same share nationally. A value lower/greater than 1 indicates that the local area is less/more specialized in that industry or occupation category than the US as a whole.

Explore the Esri Labor Force Learn Lesson for more information on how to use and interpret the estimates in this report.

Source: Esri forecasts for 2020 and 2025.

July 29, 2020



Executive Summary

Brevard County, FL
Brevard County, FL (12009)
Geography: County

Prepared by Esri

	Brevard Count...
Population	
2000 Population	476,230
2010 Population	543,376
2020 Population	616,481
2025 Population	654,534
2000-2010 Annual Rate	1.33%
2010-2020 Annual Rate	1.24%
2020-2025 Annual Rate	1.21%
2020 Male Population	49.0%
2020 Female Population	51.0%
2020 Median Age	47.9

In the identified area, the current year population is 616,481. In 2010, the Census count in the area was 543,376. The rate of change since 2010 was 1.24% annually. The five-year projection for the population in the area is 654,534 representing a change of 1.21% annually from 2020 to 2025. Currently, the population is 49.0% male and 51.0% female.

Median Age

The median age in this area is 47.9, compared to U.S. median age of 38.5.

Race and Ethnicity

2020 White Alone	80.6%
2020 Black Alone	10.5%
2020 American Indian/Alaska Native Alone	0.4%
2020 Asian Alone	2.6%
2020 Pacific Islander Alone	0.1%
2020 Other Race	2.4%
2020 Two or More Races	3.4%
2020 Hispanic Origin (Any Race)	11.6%

Persons of Hispanic origin represent 11.6% of the population in the identified area compared to 18.8% of the U.S. population. Persons of Hispanic Origin may be of any race. The Diversity Index, which measures the probability that two people from the same area will be from different race/ethnic groups, is 47.4 in the identified area, compared to 65.1 for the U.S. as a whole.

Households

2020 Wealth Index	95
2000 Households	198,195
2010 Households	229,692
2020 Total Households	258,112
2025 Total Households	273,592
2000-2010 Annual Rate	1.49%
2010-2020 Annual Rate	1.14%
2020-2025 Annual Rate	1.17%
2020 Average Household Size	2.36

The household count in this area has changed from 229,692 in 2010 to 258,112 in the current year, a change of 1.14% annually. The five-year projection of households is 273,592, a change of 1.17% annually from the current year total. Average household size is currently 2.36, compared to 2.33 in the year 2010. The number of families in the current year is 165,149 in the specified area.

Data Note: Income is expressed in current dollars. Housing Affordability Index and Percent of Income for Mortgage calculations are only available for areas with 50 or more owner-occupied housing units.

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2020 and 2025. Esri converted Census 2000 data into 2010 geography.

July 29, 2020



Executive Summary

Brevard County, FL
Brevard County, FL (12009)
Geography: County

Prepared by Esri

	Brevard Count...
Mortgage Income	
2020 Percent of Income for Mortgage	15.5%
Median Household Income	
2020 Median Household Income	\$59,108
2025 Median Household Income	\$63,887
2020-2025 Annual Rate	1.57%
Average Household Income	
2020 Average Household Income	\$79,335
2025 Average Household Income	\$87,729
2020-2025 Annual Rate	2.03%
Per Capita Income	
2020 Per Capita Income	\$33,256
2025 Per Capita Income	\$36,707
2020-2025 Annual Rate	1.99%

Households by Income

Current median household income is \$59,108 in the area, compared to \$62,203 for all U.S. households. Median household income is projected to be \$63,887 in five years, compared to \$67,325 for all U.S. households

Current average household income is \$79,335 in this area, compared to \$90,054 for all U.S. households. Average household income is projected to be \$87,729 in five years, compared to \$99,510 for all U.S. households

Current per capita income is \$33,256 in the area, compared to the U.S. per capita income of \$34,136. The per capita income is projected to be \$36,707 in five years, compared to \$37,691 for all U.S. households

Housing	
2020 Housing Affordability Index	150
2000 Total Housing Units	222,072
2000 Owner Occupied Housing Units	147,885
2000 Renter Occupied Housing Units	50,310
2000 Vacant Housing Units	23,877
2010 Total Housing Units	269,864
2010 Owner Occupied Housing Units	168,841
2010 Renter Occupied Housing Units	60,851
2010 Vacant Housing Units	40,172
2020 Total Housing Units	296,873
2020 Owner Occupied Housing Units	190,192
2020 Renter Occupied Housing Units	67,920
2020 Vacant Housing Units	38,761
2025 Total Housing Units	312,946
2025 Owner Occupied Housing Units	200,450
2025 Renter Occupied Housing Units	73,142
2025 Vacant Housing Units	39,354

Currently, 64.1% of the 296,873 housing units in the area are owner occupied; 22.9% renter occupied; and 13.1% are vacant. Currently, in the U.S., 56.4% of the housing units in the area are owner occupied; 32.3% are renter occupied; and 11.3% are vacant. In 2010, there were 269,864 housing units in the area - 62.6% owner occupied, 22.5% renter occupied, and 14.9% vacant. The annual rate of change in housing units since 2010 is 4.33%. Median home value in the area is \$219,125, compared to a median home value of \$235,127 for the U.S. In five years, median value is projected to change by 3.03% annually to \$254,419.

Data Note: Income is expressed in current dollars. Housing Affordability Index and Percent of Income for Mortgage calculations are only available for areas with 50 or more owner-occupied housing units.

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2020 and 2025. Esri converted Census 2000 data into 2010 geography.

July 29, 2020

UNDERLYING ASSUMPTIONS AND CONTINGENT CONDITIONS

This appraisal is subject to the following limiting conditions:

No responsibility is assumed by the appraiser for changes or influences to the real estate market resulting from changing macro or micro economics, locally and/or nationally, subsequent to the effective valuation date. The value opinions are applicable only to the fixed point in time associated with the effective valuation date herein and are not applicable to any other point in time, specific or general, prior or subsequent to said date. Value estimates expressed herein are opinions. There is no guarantee, written or implied, that the subject property will sell for this value opinion. With respect to income-producing properties, value opinions are contingent on competency of ownership and management as the operational success of leasing real estate is inevitably linked with economic achievement of business. When values include prospective opinions, the appraiser is not responsible for unforeseen events that may alter interim market conditions.

That the legal description furnished us is assumed to be correct but has not been confirmed by survey and this appraiser assumes no responsibility for such a survey or any encroachments or other discrepancies that might be revealed thereby.

That no responsibility is assumed for matters legal in character, nor is any opinion rendered as to title which is assumed to be marketable. Unless otherwise stated to the contrary, the property is appraised as though in fee simple, under responsible ownership and competent management.

That if improvements are proposed or alterations are assumed in arriving at the market value, these will be completed in a reasonable period of time in accordance with plans and/or sketches provided to the appraiser.

That there are no hidden or unapparent conditions of the property, subsoil or structures which would render it more or less valuable than otherwise comparable property. The Appraiser assumes no responsibility for such conditions or for engineering which might be required to discover such conditions.

That unless otherwise noted, it is assumed there are no encroachments, zoning violations or restrictions existing on the subject property.

That the appraiser is not required to give testimony or attendance in court by reason of this appraisal, unless previous arrangements have been made therefore.

That an appraisal related to an estate in land which is less than the whole fee simple estate applies only to the fractional interest involved. The value of this fractional interest plus the value of all other fractional interest may or may not equal the value of the entire fee simple estate considered as a whole.

That the distribution of the total valuation in this report between land and improvements is applicable only as a part of the whole property. The land value, or the separate value of improvements, must not be used in conjunction with any other appraisal or estimate and is invalid if so used.

That the plans and sketches in this report are included to assist the reader in visualizing the property. The appraiser has made no survey of the property and assumes no responsibility in connection with such matters.

That information, estimates, and opinions contained in this report, obtained from sources outside of this office, are considered reliable, however, no liability for them can be assumed by the appraiser.

That disclosure of the contents of this report is governed by the By-Laws and Regulations of the Appraisal Institute.

Neither all, nor any part of the contents of this report, (especially any conclusions as to value, the identity of the appraiser or the firm with which he is connected, or any reference to the Appraisal Institute or to the MAI, SRPA or SRA designations), shall be disseminated to the public through advertising media, public relations media, news media, sales media, or any other public means of communications without prior written consent and approval of the author.

That this appraisal shall be considered in its entirety. No part thereof shall be utilized separately, or out of context.

That the employment of the appraiser to complete this report for the purpose stated herein shall be terminated upon the delivery of the report to the employer or his designated representative unless the employer and the appraiser have agreed in writing that the appraiser's services as a consultant or expert witness have been retained beyond the time of completion of the report.

That the Appraiser's duties, pursuant to this employment to make the appraisal, are complete upon delivery and acceptance of the appraisal report and the validity of the appraiser's certificate in the report is conditioned upon full payment of the fee for services.

With the exception of issues and conditions specifically addressed in this report, the value estimated is based on the assumption that the property is not negatively affected by the existence of hazardous substances or other environmental conditions that would affect the use of the property. We are not experts in the identification of such conditions; however, our routine inspection of and inquiries about the subject property did not develop any further information beyond that otherwise acknowledged in this text that indicated any apparent significant conditions that would affect the property negatively. It is possible that tests and inspections made by a qualified hazardous substance and environmental expert would reveal the existence of hazardous materials, endangered species or other environmental conditions on or around the property that would negatively affect its value.

w.h. benson & company
real estate valuation & consulting
licensed real estate broker

4780 Diary Road, Unit #103
Melbourne, Florida 32904
Tel: (321) 984-0999
Fax: (321) 984-9796

QUALIFICATIONS OF MICHAEL MORIN

LICENSES AND MEMBERSHIPS

State Certified General Real Estate Appraiser #RZ3281
Licensed Florida Real Estate Salesperson

RELATED EDUCATION

<u>COURSES PASSED</u>	<u>ORGANIZATION</u>	<u>YEAR</u>
AB-1 (75)	F R E A B	1999
Graduate Real Estate Institute (GRI)	Florida Association Realtors	1992
AB-II	F R E A B	2004
AB-III	F R E A B	2006

APPRAISAL EXPERIENCE

Have assisted in the research and preparation required for development of appraisal reports on various types of real estate, including but not limited to, apartment buildings, offices, retail centers, office buildings, vacant land of various potential uses, large acreage tracts, environmentally sensitive lands, islands, and special purpose properties. Experience also includes submerged land easements, conservation easements, remainder interests, and partial interest analysis. Appraisals prepared for commercial banks, savings and loans, brokers, attorneys, government agencies, developers and other real estate market participants, etc.

RELATED EXPERIENCE

Commercial Real Estate Sales and Property Management (1982 to 1998)
Licensed as a Realtor Associate since 1986.
President Commercial Investment Division- Melbourne Area Board of Realtors

Commercial Real Estate Sales since 1986:

Since licensing in 1986; listed and sold primarily commercial real estate; including vacant commercial sites, retail and professional buildings and industrial buildings. Involved in the selection of locations and lease negotiations for numerous tenants; including national tenants, and landlords; including owners of regional shopping centers and malls.

Residential and Commercial Development:

Developed both commercial buildings and residential subdivisions. Those developments involved site selection, site acquisition, negotiations, site plan design, financing, contractor selection, construction, leasing and management of the completed projects, zoning and comprehensive plan changes, environmental issues, permitting, and various governmental approvals.

Real Estate Consulting:

Consulted on valuation, site selection, zoning, comprehensive plan amendments, and demographics for numerous clients. Condemnation proceedings, and negotiations involving numerous properties. Tax appeal negotiations with property appraiser's office.

Property Management:

Managed a 200+ Unit Apartment Complex / Atlanta Georgia (1982 – 1984)
Managed commercial retail properties (1995-1998).

PRESENT AFFILIATION

State Certified General Real Estate Appraiser
W.H. Benson & Company

William H. Benson, MAI, CCIM, President

w.h. benson & company
real estate valuation & consulting
licensed real estate broker

4780 Dairy Road, Unit #103
Melbourne, Florida 32904
Tel: (321) 984-0999
Fax: (321) 984-9796

QUALIFICATIONS OF WILLIAM H. BENSON, MAI, CCIM, SRA

LICENSES AND MEMBERSHIPS

Member of the Appraisal Institute, MAI, Certificate #7071
Certified Commercial Investment Member (CCIM) of the Commercial Investment
Real Estate Institute of the National Association of Realtors
Senior Residential Appraiser (SRA), Appraisal Institute
State Certified General Real Estate Appraiser #RZ0001027
REALTOR, Space Coast Association of Realtors
Licensed Florida Real Estate Broker

RELATED EDUCATION

<u>COURSES PASSED</u>	<u>SPONSORING ORGANIZATION</u>
Introduction to App. R.E. (101)	Appraisal Institute
Principles of Income Property Evaluation (201)	Appraisal Institute
Case Study Residential (R-2)	Appraisal Institute
Standards-Prof. Practice	Appraisal Institute
Industrial Valuation	Appraisal Institute
Applied Income Property Valuation (202)	Appraisal Institute
Case Studies-Urban Valuation	Appraisal Institute
Valuation Analyses-Report Writing	Appraisal Institute
MAI, Comprehensive Exam	Appraisal Institute
Litigation Valuation	Appraisal Institute
Standard Professional Practice Part A & B	Appraisal Institute
Understanding Limited Appraisals SPPP Part C	Appraisal Institute
Standards of Professional Practice (Part A)	Appraisal Institute
Uniform Standards for Federal Land Acquisitions	Appraisal Institute
Examining Property Rights & Implications in Value	Appraisal Institute
Insurance Appraisals – Report Contents and Valuation	Appraisal Institute
Florida Appraisal Law 2018	Appraisal Institute
2018 Central Florida Real Estate Forum	Appraisal Institute
Online Cool Tools: New Technology for Real Estate Appraisers	Appraisal Institute
CCIM Comprehensive Exam & Prep Course	Comm. Investment R.E. Inst.
CI 101 Financial Analysis for Commercial R.E.	Comm. Investment R.E. Inst.
CI 405 & 406 Marketing Analysis and Presentations	Comm. Investment R.E. Inst.
CI 408 Comprehensive Concepts Review	Comm. Investment R.E. Inst.

REPRESENTATIVE SEMINARS ATTENDED/CONTINUING EDUCATION

Completed approximately 600 hours of continuing education/seminars since 1985 for the Appraisal Institute and/or State of Florida continuing education certification requirements. Representative courses include real estate law, USPAP, Risk Analyses, Selectivity/Cap Rate Analyses, Business Valuation, Appraisal Curriculum Overview, Valuation for Financial Reporting, Developing a Supportable Work File, Advanced Spreadsheet Modeling for Valuation Applications, Business Practices and Ethics, Analyzing Tenant Credit Risk and Commercial Lease Analysis, Critical Thinking in Appraisals, Federal Agencies and Appraisal, etc.

APPRAISAL EXPERIENCE

Have prepared appraisal reports on various types of real estate, including but not limited to, single and multi-family residences, condominiums, townhouses, apartment buildings, offices, restaurants, golf courses, service stations, convenience stores, motels, assisted living facilities, mini warehouse projects, heavy and light industrial properties, retail centers, office and residential condominium projects, subdivisions, vacant land of various potential uses, large acreage tracts, citrus groves, ranch land, environmentally sensitive lands, islands, special purpose properties and partial interests including leasehold/leased fee valuation. Appraisals prepared for commercial banks, credit unions, brokers, attorneys, government agencies, developers and other real estate market participants.

RELATED EXPERIENCE

Disposition consulting services involving approximately \$90,000,000 in investment grade transactions; real estate development includes development and sellout of an 80 lot residential subdivision, development of a 36,000 sq. ft. office park, build to suit office buildings, renovation and repositioning of residential rental apartment projects.

William H. Benson, MAI, CCIM, President



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Patricia Smith, City Attorney

DATE: 12/2/2021

RE: Consideration of an Opioid Participation Agreement (McKesson Corporation).

AmerisourceBergen, Cardinal Health, and McKesson (collectively, "Distributors") have proposed the attached Participation Agreement (release). The Florida Participation Agreements have been modified and are specific to Florida. The modification includes a condition in the Participation Agreements that makes the City's participation contingent on at least 95% of the applicable litigating subdivisions signing on to the proposed settlements. If an insufficient number of applicable litigating subdivisions do not participate in the proposed settlements, Florida could receive approximately 50% of the available payments from the Settling Defendants. By making our participation contingent on 95% of the applicable litigating subdivisions signing on to the proposed settlements, the City will only participate if Florida is entitled to receive at least 70% of the available payments from the Settling Defendants.

The language concerning the participation levels is as follows:

The Governmental Entity's election to participate is specifically conditioned on participation by Litigating Subdivisions and Litigating Special Districts representing 95% or more of the population (combined) of Litigating Subdivisions and Litigating Special Districts in the State of Florida. Should the combined population of the Litigating Subdivisions and Litigating Special Districts in the State of Florida that participate be less than 95% of the population (combined) of the Litigating Subdivisions and Litigating Special Districts in the State of Florida, this Election and Release shall be deemed void and no claims shall be released.

Logistically, settlement funds will flow into the state and then be allocated between the state and its local governments. The City previously approved a Memorandum of Understanding ("MOU") with the state in an effort to fairly apportion settlement funds between the state and its local governments. The Florida Opioid Allocation and Statewide Response Agreement ("Allocation Agreement") is consistent with the MOU but also includes a couple of items/issues. First, regarding clawback and recoupment (present in the MOU), if the federal government seeks a clawback or recoupment from the state for any monies it claims it is owed, the Agreement distinguishes between the 15% direct city/county bucket and the state and regional bucket – so it is clear that the intention is that any clawback does not apply to the direct payments to local governments. The Agreement also confirms that the state is continuing to seek an agreement from the federal government to limit or reduce its right to recoup any funds. In addition, there are provisions relating to the efficient and effective use of the funds by way of program requirements, along with reporting and auditing requirements which apply as a matter of law. Importantly, by executing the Participation Agreements, the City is accepting the terms of the Agreement.

I request City Council authorize the City Manager to execute the Participation Agreement. Execution of the Participation Agreement serves to release all opioid claims against the Settling Defendants.

REQUESTING DEPARTMENT:

City Attorney's Office

RECOMMENDATION:

Motion to approve the City Manager to execute the Election and Release.

ATTACHMENTS:

Description

FL Participation Agreement Distributor

Florida Opioid Allocation Agreement

Florida Subdivision Participation Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity consistent with the material terms of the National Settlement Agreement with McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation (“Settling Distributors”), dated July 21, 2021 (“National Distributor Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the National Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the National Distributor Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Participation Form, the Governmental Entity elects to participate consistent with the material terms of the National Distributor Settlement and become a Participating Subdivision as provided therein pursuant to the terms of the National Distributor Settlement or pursuant to terms consistent with the National Distributor Settlement.
2. The Governmental Entity’s election to participate is specifically conditioned on participation by Litigating Subdivisions representing 95% or more of the population (combined) of Litigating Subdivisions in Florida. Should the combined population of the Litigating Subdivisions in Florida that participate be less than 95% of the population (combined) of the Litigating Subdivisions in Florida, this Election and Release shall be deemed void and no claims shall be released.
3. The Governmental Entity’s execution of this Participation Agreement shall serve as the Governmental Entity’s acceptance of the terms and conditions of the Florida Opioid Allocation And Statewide Response Agreement dated November 15, 2021.
4. The Governmental Entity shall, within 14 days of the Reference Date prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
5. The Governmental Entity agrees to the terms of the National Distributor Settlement pertaining to Subdivisions as defined collectively therein.

6. By agreeing to the terms of the National Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
7. The Governmental Entity agrees to use any monies it receives through the National Distributor Settlement solely for the purposes provided therein.
8. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the National Distributor Settlement. If the National Distributor Settlement is finalized, the Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in the National Distributor Settlement.
9. The Governmental Entity has the right to enforce the National Distributor Settlement as collectively provided therein.
10. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the National Distributor Settlement, including but not limited to, all provisions of Part XI and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the National Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The National Distributor Settlement shall be a complete bar to any Released Claim.
11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision consistent with the National Distributor Settlement.
12. In connection with the releases provided for in the National Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the National Distributor Settlement.

13. Nothing herein is intended to modify in any way the terms of the National Distributor Settlement to which Governmental Entity hereby agrees, with the exception of the requisite Litigating Government participation level.

I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity

Signature: _____

Name: _____

Title: _____

Date: _____

**FLORIDA OPIOID ALLOCATION AND
STATEWIDE RESPONSE
AGREEMENT**

BETWEEN

STATE OF FLORIDA DEPARTMENT OF LEGAL AFFAIRS,
OFFICE OF THE ATTORNEY GENERAL

And

CERTAIN LOCAL GOVERNMENTS IN THE STATE OF FLORIDA

This Florida Opioid Allocation and Statewide Response Agreement (the “Agreement”) is entered into between the State of Florida (“State”) and certain Local Governments (“Local Governments” and the State and Local Governments are jointly referred to as the “Parties” or individually as a “Party”). The Parties agree as follows:

Whereas, the people of the State and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain; and

Whereas, the State, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold many of the same Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance as the State; and

Whereas, certain of the Parties have separately sued Pharmaceutical Supply Chain participants for the harm caused to the citizens of both Parties and have collectively negotiated settlements with several Pharmaceutical Supply Chain Participants; and

Whereas, the Parties share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State; and

Whereas, it is the intent of the State and its Local Governments to use the proceeds from any Settlements with Pharmaceutical Supply Chain Participants to increase the amount of funding presently spent on opioid and substance abuse education, treatment, prevention and other related programs and services, such as those identified in Exhibits “A” and “B,” and to ensure that the funds are expended in compliance with evolving evidence-based “best practices;” and

Whereas, the State and its Local Governments enter into this Agreement and agree to the allocation and use of the proceeds of any settlement described herein

Wherefore, the Parties each agree to as follows:

A. Definitions

As used in this Agreement:

1. “Approved Purpose(s)” shall mean forward-looking strategies, programming and services used to expand the availability of treatment for individuals impacted by substance use disorders, to: (a) develop, promote, and provide evidence-based substance use prevention strategies; (b) provide substance use avoidance and awareness education; (c) decrease the oversupply of licit and illicit opioids; and (d) support recovery from addiction. Approved Purposes shall include, but are not limited to, the opioid abatement strategies listed in Exhibits “A” and “B” which are incorporated herein by reference.

2. “Local Governments” shall mean all counties, cities, towns and villages located within the geographic boundaries of the State.

3. “Managing Entities” shall mean the corporations selected by and under contract with the Florida Department of Children and Families or its successor (“DCF”) to manage the daily operational delivery of behavioral health services through a coordinated system of care. The singular “Managing Entity” shall refer to a singular of the Managing Entities.

4. “County” shall mean a political subdivision of the state established pursuant to s. 1, Art. VIII of the State Constitution.

5. “Dependent Special District” shall mean a Special District meeting the requirements of Florida Statutes § 189.012(2).

6. “Municipalities” shall mean cities, towns, or villages located in a County within the State that either have: (a) a Population greater than 10,000 individuals; or (b) a Population equal to or less than 10,000 individuals and that has either (i) filed a lawsuit against one or more Pharmaceutical Supply Chain Participants; or (ii) executes a release in connection with a settlement with a Pharmaceutical Supply Chain participant. The singular “Municipality” shall refer to a singular city, town, or village within the definition of Municipalities.

7. “Negotiating Committee” shall mean a three-member group comprised by representatives of the following: (1) the State; and (2) two representatives of Local Governments of which one representative will be from a Municipality and one shall be from a County (collectively, “Members”) within the State. The State shall be represented by the Attorney General or her designee.

8. “Negotiation Class Metrics” shall mean those county and city settlement allocations which come from the official website of the Negotiation Class of counties and cities certified on September 11, 2019 by the U.S. District for the Northern District of Ohio in *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio). The website is located at <https://allocationmap.iclaimsonline.com>.

9. “Opioid Funds” shall mean monetary amounts obtained through a Settlement.

10. “Opioid Related” shall have the same meaning and breadth as in the agreed Opioid Abatement Strategies attached hereto as Exhibits “A” or “B.”

11. “Parties” shall mean the State and Local Governments that execute this Agreement. The singular word “Party” shall mean either the State or Local Governments that executed this Agreement.

12. “PEC” shall mean the Plaintiffs’ Executive Committee of the National Prescription Opiate Multidistrict Litigation pending in the United States District Court for the Northern District of Ohio.

13. “Pharmaceutical Supply Chain” shall mean the entities, processes, and channels through which Controlled Substances are manufactured, marketed, promoted, distributed or dispensed.

14. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in, or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic.

15. “Population” shall refer to published U.S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this Agreement. These estimates can currently be found at <https://www.census.gov>. *For purposes of Population under the definition of Qualified County, a County’s population shall be the greater of its population as of the July 1, 2019, estimates or its actual population, according to the official U.S. Census Bureau count, which was released by the U.S. Census Bureau in August 2021.*

16. “Qualified County” shall mean a charter or non-chartered County that has a Population of at least 300,000 individuals and: (a) has an opioid taskforce or other similar board, commission, council, or entity (including some existing sub-unit of a County’s government responsible for substance abuse prevention, treatment, and/or recovery) of which it is a member or it operates in connection with its municipalities or others on a local or regional basis; (b) has an abatement plan that has been either adopted or is being utilized to respond to the opioid epidemic; (c) is, as of December 31, 2021, either providing or is contracting with others to provide substance abuse prevention, recovery, and/or treatment services to its citizens; and (d) has or enters into an interlocal agreement with a majority of Municipalities (Majority is more than 50% of the Municipalities’ total Population) related to the expenditure of Opioid Funds. The Opioid Funds to be paid to a Qualified County will only include Opioid Funds for Municipalities whose claims are released by the Municipality or Opioid Funds for Municipalities whose claims are otherwise barred. For avoidance of doubt, the word “operate” in connection with opioid task force means to do at least one of the following activities: (1) gathers data about the nature, extent, and problems being faced in communities within that County; (2) receives and reports recommendations from other government and private entities about activities that should be undertaken to abate the opioid epidemic to a County; and/or (3) makes recommendations to a County and other public and private leaders about steps, actions, or plans that should be undertaken to abate the opioid epidemic. For avoidance of doubt, the Population calculation required by subsection (d) does not include Population in unincorporated areas.

17. “SAMHSA” shall mean the U.S. Department of Health & Human Services, Substance Abuse and Mental Health Services Administration.

18. “Settlement” shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and Local Governments or a settlement class as described in (B)(1) below.

19. “State” shall mean the State of Florida.

B. Terms

1. **Only Abatement** - Other than funds used for the Administrative Costs and Expense Fund as hereinafter described or to pay obligations to the United States arising out of Medicaid or other federal programs, all Opioid Funds shall be utilized for Approved Purposes. In order to accomplish this purpose, the State will either: (a) file a new action with Local Governments as Parties; or (b) add Local Governments to its existing action, sever any settling defendants. In either type of action, the State will seek entry of a consent judgment, consent order or other order binding judgment binding both the State and Local Governments to utilize Opioid Funds for Approved Purposes (“Order”) from the Circuit Court of the Sixth Judicial Circuit in and for Pasco County, West Pasco Division New Port Richey, Florida (the “Court”), except as herein provided. The Order may be part of a class action settlement or similar device. The Order shall provide for continuing jurisdiction by the Court to address non-performance by any party under the Order.

2. **Avoid Claw Back and Recoupment** - Both the State and Local Governments wish to maximize any Settlement and Opioid Funds. In addition to committing to only using funds for the Expense Funds, Administrative Costs and Approved Purposes, both Parties will agree to utilize a percentage of funds for the Core Strategies highlighted in Exhibit A. Exhibit A contains the programs and strategies prioritized by the U.S. Department of Justice and/or the U.S. Department of Health & Human Services (“Core Strategies”). The State is trying to obtain the United States’ agreement to limit or reduce the United States’ ability to recover or recoup monies from the State and Local Government in exchange for prioritization of funds to certain projects. If no agreement is reached with the United States, then there will be no requirement that a percentage be utilized for Core Strategies.

3. **No Benefit Unless Fully Participating** - Any Local Government that objects to or refuses to be included under the Order or refuses or fails to execute any of documents necessary to effectuate a Settlement shall not receive, directly or indirectly, any Opioid Funds and its portion of Opioid Funds shall be distributed to, and for the benefit of, the Local Governments. Funds that were for a Municipality that does not join a Settlement will be distributed to the County where that Municipality is located. Funds that were for a County that does not join a Settlement will be distributed pro rata to Counties that join a Settlement. For avoidance of doubt, if a Local Government initially refuses to be included in or execute the documents necessary to effectuate a Settlement and subsequently effectuates such documents necessary to join a Settlement, then that Local Government will only lose those payments made under a Settlement while that Local Government was not a part of the Settlement. If a Local Government participates in a Settlement, that Local Government is thereby releasing the claims of its Dependent Special District claims, if any.

4. **Distribution Scheme** – If a Settlement has a National Settlement Administrator or similar entity, all Opioids Funds will initially go to the Administrator to be distributed. If a Settlement does not have a National Settlement Administrator or similar entity, all Opioid Funds will initially go to the State, and then be distributed by the State as they are received from the Defendants according to the following distribution scheme. The Opioid Funds will be divided into three funds after deducting any costs of the Expense Fund detailed below. Funds due the federal government, if any, pursuant to Section B-2, will be subtracted from only the State and Regional Funds below:

(a) City/County Fund- The city/county fund will receive 15% of all Opioid Funds to directly benefit all Counties and Municipalities. The amounts to be distributed to each County and Municipality shall be determined by the Negotiation Class Metrics or other metrics agreed upon, in writing, by a County and a Municipality, which are attached to this Agreement as Exhibit “C.” In the event that a Municipality has a Population less than 10,000 people and it does not execute a release or otherwise join a Settlement that Municipalities share under the Negotiation Class Metrics shall be reallocated to the County where that Municipality is located.

(b) Regional Fund- The regional fund will be subdivided into two parts.

(i) The State will annually calculate the share of each County within the State of the regional fund utilizing the sliding scale in paragraph 5 of the Agreement, and according to the Negotiation Class Metrics.

(ii) For Qualified Counties, the Qualified County’s share will be paid to the Qualified County and expended on Approved Purposes, including the Core Strategies identified in Exhibit A, if applicable.

(iii) For all other Counties, the State will appropriate the regional share for each County and pay that share through DCF to the Managing Entities providing service for that County. The Managing Entities will be required to expend the monies on Approved Purposes, including the Core Strategies as directed by the Opioid Abatement Task Force or Council. The Managing Entities shall expend monies from this Regional Fund on services for the Counties within the State that are non-Qualified Counties and to ensure that there are services in every County. To the greatest extent practicable, the Managing Entities shall endeavor to expend monies in each County or for citizens of a County in the amount of the share that a County would have received if it were a Qualified County.

(c) State Fund - The remainder of Opioid Funds will be expended by the State on Approved Purposes, including the provisions related to Core Strategies, if applicable.

(d) To the extent that Opioid Funds are not appropriated and expended in a year by the State, the State shall identify the investments where settlement funds will be deposited. Any gains, profits, or interest accrued from the deposit of the Opioid Funds to the extent that any funds are not appropriated and expended within a calendar year, shall be the sole property of the Party that was entitled to the initial amount.

(e) To the extent a County or Municipality wishes to pool, comingle, or otherwise transfer its share, in whole or part, of Opioid Funds to another County or Municipality, the comingling Municipalities may do so by written agreement. The comingling Municipalities shall provide a copy of that agreement to the State and any settlement administrator to ensure that monies are directed consistent with such agreement. The County or Municipality receiving any such Opioid Funds shall assume the responsibility for reporting how such Opioid Funds were utilized under this Agreement.

5. Regional Fund Sliding Scale- The Regional Fund shall be calculated by utilizing the following sliding scale of the Opioid Funds available in any year after deduction of Expenses and any funds due the federal government:

- A. Years 1-6: 40%
- B. Years 7-9: 35%
- C. Years 10-12: 34%
- D. Years 13-15: 33%
- E. Years 16-18: 30%

6. Opioid Abatement Taskforce or Council - The State will create an Opioid Abatement Taskforce or Council (sometimes hereinafter “Taskforce” or “Council”) to advise the Governor, the Legislature, DCF, and Local Governments on the priorities that should be addressed by expenditure of Opioid Funds and to review how monies have been spent and the results that have been achieved with Opioid Funds.

(a) Size - The Taskforce or Council shall have ten Members equally balanced between the State and the Local Government representatives.

(b) Appointments Local Governments - Two Municipality representatives will be appointed by or through Florida League of Cities. Two county representatives, one from a Qualified County and one from a county within the State that is not a Qualified County, will be appointed by or through the Florida Association of Counties. The final representative will alternate every two years between being a county representative (appointed by or through Florida Association of Counties) or a Municipality representative (appointed by or through the Florida League of Cities). One Municipality representative must be from a city of less than 50,000 people. One county representative must be from a county of less than 200,000 people and the other county representative must be from a county whose population exceeds 200,000 people.

(c) Appointments State -

- (i) The Governor shall appoint two Members.
- (ii) The Speaker of the House shall appoint one Member.

- (iii) The Senate President shall appoint one Member.
- (iv) The Attorney General or her designee shall be a Member.
- (d) Chair - The Attorney General or designee shall be the chair of the Taskforce or Council.
- (e) Term - Members will be appointed to serve a four-year term and shall be staggered to comply with Florida Statutes § 20.052(4)(c).
- (f) Support - DCF shall support the Taskforce or Council and the Taskforce or Council shall be administratively housed in DCF.
- (g) Meetings - The Taskforce or Council shall meet quarterly in person or virtually using communications media technology as defined in section 120.54(5)(b)(2), Florida Statutes.
- (h) Reporting - The Taskforce or Council shall provide and publish a report annually no later than November 30th or the first business day after November 30th, if November 30th falls on a weekend or is otherwise not a business day. The report shall contain information on how monies were spent the previous fiscal year by the State, each of the Qualified Counties, each of the Managing Entities, and each of the Local Governments. It shall also contain recommendations to the Governor, the Legislature, and Local Governments for priorities among the Approved Purposes or similar such uses for how monies should be spent the coming fiscal year to respond to the opioid epidemic. Prior to July 1st of each year, the State and each of the Local Governments shall provide information to DCF about how they intend to expend Opioid Funds in the upcoming fiscal year.
- (i) Accountability - The State and each of the Local Governments shall report its expenditures to DCF no later than August 31st for the previous fiscal year. The Taskforce or Council will set other data sets that need to be reported to DCF to demonstrate the effectiveness of expenditures on Approved Purposes. In setting those requirements, the Taskforce or Council shall consider the Reporting Templates, Deliverables, Performance Measures, and other already utilized and existing templates and forms required by DCF from Managing Entities and suggest that similar requirements be utilized by all Parties to this Agreement.
- (j) Conflict of Interest - All Members shall adhere to the rules, regulations and laws of Florida including, but not limited to, Florida Statute §112.311, concerning the disclosure of conflicts of interest and recusal from discussions or votes on conflicted matters.

7. **Administrative Costs**- The State may take no more than a 5% administrative fee from the State Fund and any Regional Fund that it administers for counties that are not Qualified Counties. Each Qualified County may take no more than a 5% administrative fee from its share of the Regional Funds. Municipalities and Counties may take no more than a 5% administrative fee from any funds that they receive or control from the City/County Fund.

8. **Negotiation of Non-Multistate Settlements** - If the State begins negotiations with a Pharmaceutical Supply Chain Participant that is separate and apart from a multi-state negotiation, the State shall include Local Governments that are a part of the Negotiating Committee in such negotiations. No Settlement shall be recommended or accepted without the affirmative votes of both the State and Local Government representatives of the Negotiating Committee.

9. **Negotiation of Multistate or Local Government Settlements** - To the extent practicable and allowed by other parties to a negotiation, both Parties agree to communicate with members of the Negotiation Committee regarding the terms of any other Pharmaceutical Supply Chain Participant Settlement.

10. **Program Requirements-** DCF and Local Governments desire to make the most efficient and effective use of the Opioid Funds. DCF and Local Governments will work to achieve that goal by ensuring the following requirements will be minimally met by any governmental entity or provider providing services pursuant to a contract or grant of Opioid Funds:

a. In either performing services under this Agreement or contracting with a provider to provide services with the Opioid Funds under this Agreement, the State and Local Governments shall be aware of and comply with all State and Federal laws, rules, Children and Families Operating Procedures (CFOPs), and similar regulations relating to the substance abuse and treatment services.

b. The State and Local Governments shall have and follow their existing policies and practices for accounting and auditing, including policies relating to whistleblowers and avoiding fraud, waste, and abuse. The State and Local Governments shall consider additional policies and practices recommended by the Opioid Abatement Taskforce or Council. c. In any award or grant to any provider, State and Local Governments shall ensure that each provider acknowledges its awareness of its obligations under law and shall audit, supervise, or review each provider's performance routinely, at least once every year.

d. In contracting with a provider, the State and Local Governments shall set performance measures in writing for a provider.

e. The State and Local Governments shall receive and report expenditures, service utilization data, demographic information, and national outcome measures in a similar fashion as required by the 42.U.S.C. s. 300x and 42 U.S.C. s. 300x-21.

f. The State and Local Governments, that implement evidenced based practice models will participate in fidelity monitoring as prescribed and completed by the originator of the model chosen..

g. The State and Local Governments shall ensure that each year, an evaluation of the procedures and activities undertaken to comply with the requirements of this Agreement are completed.

h. The State and Local Governments shall implement a monitoring process that will demonstrate oversight and corrective action in the case of non-compliance, for all providers that receive Opioid Funds. Monitoring shall include:

- (i) Oversight of the any contractual or grant requirements;
- (ii) Develop and utilize standardized monitoring tools;
- (iii) Provide DCF and the Opioid Abatement Taskforce or Council with access to the monitoring reports; and
- (iv) Develop and utilize the monitoring reports to create corrective action plans for providers, where necessary.

11. **Reporting and Records Requirements-** The State and Local Governments shall follow their existing reporting and records retention requirements along with considering any additional recommendations from the Opioid Abatement Taskforce or Council. Local Governments shall respond and provide documents to any reasonable requests from the State or Opioid Abatement Taskforce or Council for data or information about programs receiving Opioid Funds. The State and Local Governments shall ensure that any provider or sub-recipient of Opioid Funds at a minimum does the following:

(a) Any provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of Opioid Funds. Upon demand, at no additional cost to the State or Local Government, any provider will facilitate the duplication and transfer of any records or documents during the term that it receives any Opioid Funds and the required retention period for the State or Local Government. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the State or Local Government.

(b) Any provider shall retain and maintain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the use of the Opioid Funds during the term of its receipt of Opioid Funds and retained for a period of six (6) years after its ceases to receives Opioid Funds or longer when required by law. In the event an audit is required by the State of Local Governments, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of any award or contract.

(c) At all reasonable times for as long as records are maintained, persons duly authorized by State or Local Government auditors shall be allowed full access to and the right to examine any of the contracts and related records and documents, regardless of the form in which kept.

(d) A financial and compliance audit shall be performed annually and provided to the State.

(e) All providers shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.) or the State.

(f) No record may be withheld nor may any provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

12. **Expense Fund** - The Parties agree that in any negotiation every effort shall be made to cause Pharmaceutical Supply Chain Participants to pay costs of litigation, including attorneys' fees, in addition to any agreed to Opioid Funds in the Settlement. To the extent that a fund sufficient to pay the full contingent fees of Local Governments is not created as part of a Settlement by a Pharmaceutical Supply Chain Participant, the Parties agree that an additional expense fund for attorneys who represent Local Governments (herein "Expense Fund") shall be created out of the City/County fund for the purpose of paying the hard costs of a litigating Local Government and then paying attorneys' fees.

(a) The Source of Funds for the Expense Fund- Money for the Expense Fund shall be sourced exclusively from the City/County Fund.

(b) The Amount of the Expense Fund- The State recognizes the value litigating Local Governments bring to the State in connection with the Settlement because their participation increases the amount of Incentive Payments due from each Pharmaceutical Supply Chain Participant. In recognition of that value, the amount of funds that shall be deposited into the Expense Fund shall be contingent upon on the percentage of litigating Local Government participation in the Settlement, according to the following table:

Litigating Local Government Participation in the Settlement (by percentage of the population)	Amount that shall be paid into the Expense Fund from (and as a percentage of) the City/County fund
96 to 100%	10%
91 to 95%	7.5%
86 to 90%	5%
85%	2.5%
Less than 85%	0%

If fewer than 85% percent of the litigating Local Governments (by population) participate, then the Expense Fund shall not be funded, and this Section of the Agreement shall be null and void.

(c) The Timing of Payments into the Expense Fund- Although the amount of the Expense Fund shall be calculated based on the entirety of payments due to the City/County fund over a ten-to-eighteen-year period, the Expense Fund shall be funded entirely from payments made by Pharmaceutical Supply Chain Participants during the first two payments of the Settlement. Accordingly, to offset the amounts being paid from the

City/County Fund to the Expense Fund in the first two years, Counties or Municipalities may borrow from the Regional Fund during the first two years and pay the borrowed amounts back to the Regional Fund during years three, four, and five.

For the avoidance of doubt, the following provides an illustrative example regarding the calculation of payments and amounts that may be borrowed under the terms of this MOU, consistent with the provisions of this Section:

Opioid Funds due to State of Florida and Local Governments (over 10 to 18 years):	\$1,000
Litigating Local Government Participation:	100%
City/County Fund (over 10 to 18 years):	\$150
Expense Fund (paid over 2 years):	\$15
Amount Paid to Expense Fund in 1st year:	\$7.5
Amount Paid to Expense Fund in 2nd year:	\$7.5
Amount that may be borrowed from Regional Fund in 1st year:	\$7.5
Amount that may be borrowed from Regional Fund in 2nd year:	\$7.5
Amount that must be paid back to Regional Fund in 3rd year:	\$5
Amount that must be paid back to Regional Fund in 4th year:	\$5
Amount that must be paid back to Regional Fund in 5th year:	\$5

(d) Creation of and Jurisdiction over the Expense Fund- The Expense Fund shall be established, consistent with the provisions of this Section of the Agreement, by order of the Court. The Court shall have jurisdiction over the Expense Fund, including authority to allocate and disburse amounts from the Expense Fund and to resolve any disputes concerning the Expense Fund.

(e) Allocation of Payments to Counsel from the Expense Fund- As part of the order establishing the Expense Fund, counsel for the litigating Local Governments shall seek to have the Court appoint a third-neutral to serve as a special master for purposes of allocating the Expense Fund. Within 30 days of entry of the order appointing a special master for the Expense Fund, any counsel who intend to seek an award from the Expense Fund shall provide the copies of their contingency fee contracts to the special master. The special master shall then build a mathematical model, which shall be based on each litigating Local Government's share under the Negotiation Class Metrics and the rate set forth in their contingency contracts, to calculate a proposed award for each litigating Local Government who timely provided a copy of its contingency contract.

13. **Dispute resolution-** Any one or more of the Local Governments or the State may object to an allocation or expenditure of Opioid Funds solely on the basis that the allocation or expenditure at issue (a) is inconsistent with the Approved Purposes; (b) is inconsistent with the distribution scheme as provided in paragraph.; (c) violates the limitations set forth herein with respect to administrative costs or the Expense Fund; or (d) to recover amounts advanced from the Regional Fund for the Expense Fund. There shall be no other basis for bringing an objection to the approval of an allocation or expenditure of Opioid Funds. In the event that there is a National Settlement Administrator or similar entity, the Local Governments sole action for non-payment of

amounts due from the City/County Fund shall be against the particular settling defendant and/or the National Settlement Administrator or similar entity.

C. Other Terms and Conditions

1. **Governing Law and Venue:** This Agreement will be governed by the laws of the State of Florida. Any and all litigation arising under the Agreement, unless otherwise specified in this Agreement, will be instituted in either: (a) the Court that enters the Order if the matter deals with a matter covered by the Order and the Court retains jurisdiction; or (b) the appropriate State court in Leon County, Florida.

2. **Agreement Management and Notification:** The Parties have identified the following individuals as Agreement Managers and Administrators:

a. State of Florida Agreement Manager:

Greg Slempp

PL-01, The Capitol, Tallahassee, FL 32399

850-414-3300

Greg.slempp@myfloridalegal.com

b. State of Florida Agreement Administrator

Janna Barineau

PL-01, The Capitol, Tallahassee, FL 32399

850-414-3300

Janna.barineau@myfloridalegal.com

c. Local Governments Agreement Managers and Administrators are listed on Exhibit C to this Agreement.

Changes to either the Managers or Administrators may be made by notifying the other Party in writing, without formal amendment to this Agreement.

3. **Notices.** All notices required under the Agreement will be delivered by certified mail, return receipt requested, by reputable air courier, or by personal delivery to the designee identified in paragraphs C.2., above. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

4. **Cooperation with Inspector General:** Pursuant to section 20.055, Florida Statutes, the Parties, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

5. **Public Records:** The Parties will keep and maintain public records pursuant to Chapter 119, Florida Statutes and will comply with all applicable provisions of that Chapter.

6. **Modification:** This Agreement may only be modified by a written amendment between the appropriate parties. No promises or agreements made subsequent to the execution of this Agreement shall be binding unless express, reduced to writing, and signed by the Parties.

7. **Execution in Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

8. **Assignment:** The rights granted in this Agreement may not be assigned or transferred by any party without the prior written approval of the other party. No party shall be permitted to delegate its responsibilities or obligations under this Agreement without the prior written approval of the other parties.

9. **Additional Documents:** The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

10. **Captions:** The captions contained in this Agreement are for convenience only and shall in no way define, limit, extend or describe the scope of this Agreement or any part of it.

11. **Entire Agreement:** This Agreement, including any attachments, embodies the entire agreement of the parties. There are no other provisions, terms, conditions, or obligations. This Agreement supersedes all previous oral or written communications, representations or agreements on this subject.

12. **Construction:** The parties hereto hereby mutually acknowledge and represent that they have been fully advised by their respective legal counsel of their rights and responsibilities under this Agreement, that they have read, know, and understand completely the contents hereof, and that they have voluntarily executed the same. The parties hereto further hereby mutually acknowledge that they have had input into the drafting of this Agreement and that, accordingly, in any construction to be made of this Agreement, it shall not be construed for or against any party, but rather shall be given a fair and reasonable interpretation, based on the plain language of the Agreement and the expressed intent of the parties.

13. **Capacity to Execute Agreement:** The parties hereto hereby represent and warrant that the individuals signing this Agreement on their behalf are duly authorized and fully competent to do so.

14. **Effectiveness:** This Agreement shall become effective on the date on which the last required signature is affixed to this Agreement.

IN WITNESS THEREOF, the parties hereto have caused the Agreement to be executed by their undersigned officials as duly authorized.

STATE OF FLORIDA

By: _____ DATED 11/15/2021
Its: _____



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Patricia Smith, City Attorney

DATE: 12/2/2021

RE: Consideration of an Opioid Participation Agreement (Janssen/Johnson and Johnson).

Janssen/Johnson & Johnson ("J&J" have proposed the attached Participation Agreement (release). The Florida Participation Agreements have been modified and are specific to Florida. The modification includes a condition in the Participation Agreements that makes the City's participation contingent on at least 95% of the applicable litigating subdivisions signing on to the proposed settlements. If an insufficient number of applicable litigating subdivisions do not participate in the proposed settlements, Florida could receive approximately 50% of the available payments from the Settling Defendants. By making our participation contingent on 95% of the applicable litigating subdivisions signing on to the proposed settlements, the City will only participate if Florida is entitled to receive at least 70% of the available payments from the Settling Defendants.

The language concerning the participation levels is as follows:

The Governmental Entity's election to participate is specifically conditioned on participation by Litigating Subdivisions and Litigating Special Districts representing 95% or more of the population (combined) of Litigating Subdivisions and Litigating Special Districts in the State of Florida. Should the combined population of the Litigating Subdivisions and Litigating Special Districts in the State of Florida that participate be less than 95% of the population (combined) of the Litigating Subdivisions and Litigating Special Districts in the State of Florida, this Election and Release shall be deemed void and no claims shall be released.

Logistically, settlement funds will flow into the state and then be allocated between the state and its local governments. The City previously approved a Memorandum of Understanding ("MOU") with the state in an effort to fairly apportion settlement funds between the state and its local governments. The Florida Opioid Allocation and Statewide Response Agreement ("Allocation Agreement") is consistent with the MOU but also includes a couple of items/issues. First, with regard to clawback and recoupment (present in the MOU), if the federal government seeks a clawback or recoupment from the state for any monies it claims it is owed, the Agreement distinguishes between the 15% direct city/county bucket and the state and regional bucket – so it is clear that the intention is that any clawback does not apply to the direct payments to local governments. The Agreement also confirms that the state is continuing to seek an agreement from the federal government to limit or reduce its right to recoup any funds. In addition, there are provisions relating to the efficient and effective use of the funds by way of program requirements, along with reporting and auditing requirements which apply as a matter of law. Importantly, by executing the Participation Agreements, the City is accepting the terms of the Agreement.

I request City Council authorize the City Manager to execute the Participation Agreement. Execution of the Participation Agreement serves to release all opioid claims against the Settling Defendants.

REQUESTING DEPARTMENT:

City Attorney's Office

RECOMMENDATION:

Motion to authorize the City Manager to execute the J&J Participation Agreement.

ATTACHMENTS:

Description

Florida Participation Agreement J & J

Florida Opioid Allocation Agreement

Florida Subdivision Participation Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity consistent with the material terms of the National Settlement Agreement with Janssen, dated July 21, 2021 (“National Janssen Settlement”) acting through the undersigned authorized official, hereby elects to participate in the National Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the National Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Participation Form, the Governmental Entity elects to participate consistent with the material terms of the National Janssen Settlement and become a Participating Subdivision as provided therein pursuant to the terms of the National Janssen Settlement or pursuant to terms consistent with the National Janssen Settlement.
2. The Governmental Entity’s election to participate is specifically conditioned on participation by Litigating Subdivisions and Litigating Special Districts representing 95% or more of the population (combined) of Litigating Subdivisions and Litigating Special Districts in Florida. Should the combined population of the Litigating Subdivisions and Litigating Special Districts in Florida that participate be less than 95% of the population (combined) of the Litigating Subdivisions and Litigating Special Districts in Florida, this Election and Release shall be deemed void and no claims shall be released.
3. The Governmental Entity’s execution of this Participation Agreement shall serve as the Governmental Entity’s acceptance of the terms and conditions of the Florida Opioid Allocation And Statewide Response Agreement dated November 15, 2021.
4. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
5. The Governmental Entity agrees to the terms of the National Janssen Settlement pertaining to Subdivisions as defined therein.
6. By agreeing to the terms of the National Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

7. The Governmental Entity agrees to use any monies it receives through the National Janssen Settlement solely for the purposes provided therein.
8. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the National Janssen Settlement Agreement.
9. The Governmental Entity has the right to enforce the National Janssen Settlement as provided therein.
10. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the National Janssen Settlement, including, but not limited to all provisions of Section IV (Release), of the Janssen Settlement and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the National Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The National Janssen Settlement shall be a complete bar to any Released Claim.
11. In connection with the releases provided for in the National Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether

through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the National Janssen Settlement.

12. Nothing herein is intended to modify in any way the terms of the National Janssen Settlement to which Governmental Entity hereby agrees, with the exception of the requisite Litigating Government participation level.

I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity

Signature: _____

Name: _____

Title: _____

Date: _____

FLORIDA OPIOID ALLOCATION AND
STATEWIDE RESPONSE
AGREEMENT

BETWEEN

STATE OF FLORIDA DEPARTMENT OF LEGAL AFFAIRS,
OFFICE OF THE ATTORNEY GENERAL

And

CERTAIN LOCAL GOVERNMENTS IN THE STATE OF FLORIDA

This Florida Opioid Allocation and Statewide Response Agreement (the “Agreement”) is entered into between the State of Florida (“State”) and certain Local Governments (“Local Governments” and the State and Local Governments are jointly referred to as the “Parties” or individually as a “Party”). The Parties agree as follows:

Whereas, the people of the State and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain; and

Whereas, the State, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold many of the same Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance as the State; and

Whereas, certain of the Parties have separately sued Pharmaceutical Supply Chain participants for the harm caused to the citizens of both Parties and have collectively negotiated settlements with several Pharmaceutical Supply Chain Participants; and

Whereas, the Parties share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State; and

Whereas, it is the intent of the State and its Local Governments to use the proceeds from any Settlements with Pharmaceutical Supply Chain Participants to increase the amount of funding presently spent on opioid and substance abuse education, treatment, prevention and other related programs and services, such as those identified in Exhibits “A” and “B,” and to ensure that the funds are expended in compliance with evolving evidence-based “best practices;” and

Whereas, the State and its Local Governments enter into this Agreement and agree to the allocation and use of the proceeds of any settlement described herein

Wherefore, the Parties each agree to as follows:

A. Definitions

As used in this Agreement:

1. “Approved Purpose(s)” shall mean forward-looking strategies, programming and services used to expand the availability of treatment for individuals impacted by substance use disorders, to: (a) develop, promote, and provide evidence-based substance use prevention strategies; (b) provide substance use avoidance and awareness education; (c) decrease the oversupply of licit and illicit opioids; and (d) support recovery from addiction. Approved Purposes shall include, but are not limited to, the opioid abatement strategies listed in Exhibits “A” and “B” which are incorporated herein by reference.

2. “Local Governments” shall mean all counties, cities, towns and villages located within the geographic boundaries of the State.

3. “Managing Entities” shall mean the corporations selected by and under contract with the Florida Department of Children and Families or its successor (“DCF”) to manage the daily operational delivery of behavioral health services through a coordinated system of care. The singular “Managing Entity” shall refer to a singular of the Managing Entities.

4. “County” shall mean a political subdivision of the state established pursuant to s. 1, Art. VIII of the State Constitution.

5. “Dependent Special District” shall mean a Special District meeting the requirements of Florida Statutes § 189.012(2).

6. “Municipalities” shall mean cities, towns, or villages located in a County within the State that either have: (a) a Population greater than 10,000 individuals; or (b) a Population equal to or less than 10,000 individuals and that has either (i) filed a lawsuit against one or more Pharmaceutical Supply Chain Participants; or (ii) executes a release in connection with a settlement with a Pharmaceutical Supply Chain participant. The singular “Municipality” shall refer to a singular city, town, or village within the definition of Municipalities.

7. “Negotiating Committee” shall mean a three-member group comprised by representatives of the following: (1) the State; and (2) two representatives of Local Governments of which one representative will be from a Municipality and one shall be from a County (collectively, “Members”) within the State. The State shall be represented by the Attorney General or her designee.

8. “Negotiation Class Metrics” shall mean those county and city settlement allocations which come from the official website of the Negotiation Class of counties and cities certified on September 11, 2019 by the U.S. District for the Northern District of Ohio in *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio). The website is located at <https://allocationmap.iclaimsonline.com>.

9. “Opioid Funds” shall mean monetary amounts obtained through a Settlement.

10. “Opioid Related” shall have the same meaning and breadth as in the agreed Opioid Abatement Strategies attached hereto as Exhibits “A” or “B.”

11. “Parties” shall mean the State and Local Governments that execute this Agreement. The singular word “Party” shall mean either the State or Local Governments that executed this Agreement.

12. “PEC” shall mean the Plaintiffs’ Executive Committee of the National Prescription Opiate Multidistrict Litigation pending in the United States District Court for the Northern District of Ohio.

13. “Pharmaceutical Supply Chain” shall mean the entities, processes, and channels through which Controlled Substances are manufactured, marketed, promoted, distributed or dispensed.

14. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in, or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic.

15. “Population” shall refer to published U.S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this Agreement. These estimates can currently be found at <https://www.census.gov>. *For purposes of Population under the definition of Qualified County, a County’s population shall be the greater of its population as of the July 1, 2019, estimates or its actual population, according to the official U.S. Census Bureau count, which was released by the U.S. Census Bureau in August 2021.*

16. “Qualified County” shall mean a charter or non-chartered County that has a Population of at least 300,000 individuals and: (a) has an opioid taskforce or other similar board, commission, council, or entity (including some existing sub-unit of a County’s government responsible for substance abuse prevention, treatment, and/or recovery) of which it is a member or it operates in connection with its municipalities or others on a local or regional basis; (b) has an abatement plan that has been either adopted or is being utilized to respond to the opioid epidemic; (c) is, as of December 31, 2021, either providing or is contracting with others to provide substance abuse prevention, recovery, and/or treatment services to its citizens; and (d) has or enters into an interlocal agreement with a majority of Municipalities (Majority is more than 50% of the Municipalities’ total Population) related to the expenditure of Opioid Funds. The Opioid Funds to be paid to a Qualified County will only include Opioid Funds for Municipalities whose claims are released by the Municipality or Opioid Funds for Municipalities whose claims are otherwise barred. For avoidance of doubt, the word “operate” in connection with opioid task force means to do at least one of the following activities: (1) gathers data about the nature, extent, and problems being faced in communities within that County; (2) receives and reports recommendations from other government and private entities about activities that should be undertaken to abate the opioid epidemic to a County; and/or (3) makes recommendations to a County and other public and private leaders about steps, actions, or plans that should be undertaken to abate the opioid epidemic. For avoidance of doubt, the Population calculation required by subsection (d) does not include Population in unincorporated areas.

17. “SAMHSA” shall mean the U.S. Department of Health & Human Services, Substance Abuse and Mental Health Services Administration.

18. “Settlement” shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and Local Governments or a settlement class as described in (B)(1) below.

19. “State” shall mean the State of Florida.

B. Terms

1. **Only Abatement** - Other than funds used for the Administrative Costs and Expense Fund as hereinafter described or to pay obligations to the United States arising out of Medicaid or other federal programs, all Opioid Funds shall be utilized for Approved Purposes. In order to accomplish this purpose, the State will either: (a) file a new action with Local Governments as Parties; or (b) add Local Governments to its existing action, sever any settling defendants. In either type of action, the State will seek entry of a consent judgment, consent order or other order binding judgment binding both the State and Local Governments to utilize Opioid Funds for Approved Purposes (“Order”) from the Circuit Court of the Sixth Judicial Circuit in and for Pasco County, West Pasco Division New Port Richey, Florida (the “Court”), except as herein provided. The Order may be part of a class action settlement or similar device. The Order shall provide for continuing jurisdiction by the Court to address non-performance by any party under the Order.

2. **Avoid Claw Back and Recoupment** - Both the State and Local Governments wish to maximize any Settlement and Opioid Funds. In addition to committing to only using funds for the Expense Funds, Administrative Costs and Approved Purposes, both Parties will agree to utilize a percentage of funds for the Core Strategies highlighted in Exhibit A. Exhibit A contains the programs and strategies prioritized by the U.S. Department of Justice and/or the U.S. Department of Health & Human Services (“Core Strategies”). The State is trying to obtain the United States’ agreement to limit or reduce the United States’ ability to recover or recoup monies from the State and Local Government in exchange for prioritization of funds to certain projects. If no agreement is reached with the United States, then there will be no requirement that a percentage be utilized for Core Strategies.

3. **No Benefit Unless Fully Participating** - Any Local Government that objects to or refuses to be included under the Order or refuses or fails to execute any of documents necessary to effectuate a Settlement shall not receive, directly or indirectly, any Opioid Funds and its portion of Opioid Funds shall be distributed to, and for the benefit of, the Local Governments. Funds that were for a Municipality that does not join a Settlement will be distributed to the County where that Municipality is located. Funds that were for a County that does not join a Settlement will be distributed pro rata to Counties that join a Settlement. For avoidance of doubt, if a Local Government initially refuses to be included in or execute the documents necessary to effectuate a Settlement and subsequently effectuates such documents necessary to join a Settlement, then that Local Government will only lose those payments made under a Settlement while that Local Government was not a part of the Settlement. If a Local Government participates in a Settlement, that Local Government is thereby releasing the claims of its Dependent Special District claims, if any.

4. **Distribution Scheme** – If a Settlement has a National Settlement Administrator or similar entity, all Opioids Funds will initially go to the Administrator to be distributed. If a Settlement does not have a National Settlement Administrator or similar entity, all Opioid Funds will initially go to the State, and then be distributed by the State as they are received from the Defendants according to the following distribution scheme. The Opioid Funds will be divided into three funds after deducting any costs of the Expense Fund detailed below. Funds due the federal government, if any, pursuant to Section B-2, will be subtracted from only the State and Regional Funds below:

(a) City/County Fund- The city/county fund will receive 15% of all Opioid Funds to directly benefit all Counties and Municipalities. The amounts to be distributed to each County and Municipality shall be determined by the Negotiation Class Metrics or other metrics agreed upon, in writing, by a County and a Municipality, which are attached to this Agreement as Exhibit “C.” In the event that a Municipality has a Population less than 10,000 people and it does not execute a release or otherwise join a Settlement that Municipalities share under the Negotiation Class Metrics shall be reallocated to the County where that Municipality is located.

(b) Regional Fund- The regional fund will be subdivided into two parts.

(i) The State will annually calculate the share of each County within the State of the regional fund utilizing the sliding scale in paragraph 5 of the Agreement, and according to the Negotiation Class Metrics.

(ii) For Qualified Counties, the Qualified County’s share will be paid to the Qualified County and expended on Approved Purposes, including the Core Strategies identified in Exhibit A, if applicable.

(iii) For all other Counties, the State will appropriate the regional share for each County and pay that share through DCF to the Managing Entities providing service for that County. The Managing Entities will be required to expend the monies on Approved Purposes, including the Core Strategies as directed by the Opioid Abatement Task Force or Council. The Managing Entities shall expend monies from this Regional Fund on services for the Counties within the State that are non-Qualified Counties and to ensure that there are services in every County. To the greatest extent practicable, the Managing Entities shall endeavor to expend monies in each County or for citizens of a County in the amount of the share that a County would have received if it were a Qualified County.

(c) State Fund - The remainder of Opioid Funds will be expended by the State on Approved Purposes, including the provisions related to Core Strategies, if applicable.

(d) To the extent that Opioid Funds are not appropriated and expended in a year by the State, the State shall identify the investments where settlement funds will be deposited. Any gains, profits, or interest accrued from the deposit of the Opioid Funds to the extent that any funds are not appropriated and expended within a calendar year, shall be the sole property of the Party that was entitled to the initial amount.

(e) To the extent a County or Municipality wishes to pool, comingle, or otherwise transfer its share, in whole or part, of Opioid Funds to another County or Municipality, the comingling Municipalities may do so by written agreement. The comingling Municipalities shall provide a copy of that agreement to the State and any settlement administrator to ensure that monies are directed consistent with such agreement. The County or Municipality receiving any such Opioid Funds shall assume the responsibility for reporting how such Opioid Funds were utilized under this Agreement.

5. Regional Fund Sliding Scale- The Regional Fund shall be calculated by utilizing the following sliding scale of the Opioid Funds available in any year after deduction of Expenses and any funds due the federal government:

- A. Years 1-6: 40%
- B. Years 7-9: 35%
- C. Years 10-12: 34%
- D. Years 13-15: 33%
- E. Years 16-18: 30%

6. Opioid Abatement Taskforce or Council - The State will create an Opioid Abatement Taskforce or Council (sometimes hereinafter “Taskforce” or “Council”) to advise the Governor, the Legislature, DCF, and Local Governments on the priorities that should be addressed by expenditure of Opioid Funds and to review how monies have been spent and the results that have been achieved with Opioid Funds.

(a) Size - The Taskforce or Council shall have ten Members equally balanced between the State and the Local Government representatives.

(b) Appointments Local Governments - Two Municipality representatives will be appointed by or through Florida League of Cities. Two county representatives, one from a Qualified County and one from a county within the State that is not a Qualified County, will be appointed by or through the Florida Association of Counties. The final representative will alternate every two years between being a county representative (appointed by or through Florida Association of Counties) or a Municipality representative (appointed by or through the Florida League of Cities). One Municipality representative must be from a city of less than 50,000 people. One county representative must be from a county of less than 200,000 people and the other county representative must be from a county whose population exceeds 200,000 people.

(c) Appointments State -

- (i) The Governor shall appoint two Members.
- (ii) The Speaker of the House shall appoint one Member.

- (iii) The Senate President shall appoint one Member.
- (iv) The Attorney General or her designee shall be a Member.
- (d) Chair - The Attorney General or designee shall be the chair of the Taskforce or Council.
- (e) Term - Members will be appointed to serve a four-year term and shall be staggered to comply with Florida Statutes § 20.052(4)(c).
- (f) Support - DCF shall support the Taskforce or Council and the Taskforce or Council shall be administratively housed in DCF.
- (g) Meetings - The Taskforce or Council shall meet quarterly in person or virtually using communications media technology as defined in section 120.54(5)(b)(2), Florida Statutes.
- (h) Reporting - The Taskforce or Council shall provide and publish a report annually no later than November 30th or the first business day after November 30th, if November 30th falls on a weekend or is otherwise not a business day. The report shall contain information on how monies were spent the previous fiscal year by the State, each of the Qualified Counties, each of the Managing Entities, and each of the Local Governments. It shall also contain recommendations to the Governor, the Legislature, and Local Governments for priorities among the Approved Purposes or similar such uses for how monies should be spent the coming fiscal year to respond to the opioid epidemic. Prior to July 1st of each year, the State and each of the Local Governments shall provide information to DCF about how they intend to expend Opioid Funds in the upcoming fiscal year.
- (i) Accountability - The State and each of the Local Governments shall report its expenditures to DCF no later than August 31st for the previous fiscal year. The Taskforce or Council will set other data sets that need to be reported to DCF to demonstrate the effectiveness of expenditures on Approved Purposes. In setting those requirements, the Taskforce or Council shall consider the Reporting Templates, Deliverables, Performance Measures, and other already utilized and existing templates and forms required by DCF from Managing Entities and suggest that similar requirements be utilized by all Parties to this Agreement.
- (j) Conflict of Interest - All Members shall adhere to the rules, regulations and laws of Florida including, but not limited to, Florida Statute §112.311, concerning the disclosure of conflicts of interest and recusal from discussions or votes on conflicted matters.

7. **Administrative Costs**- The State may take no more than a 5% administrative fee from the State Fund and any Regional Fund that it administers for counties that are not Qualified Counties. Each Qualified County may take no more than a 5% administrative fee from its share of the Regional Funds. Municipalities and Counties may take no more than a 5% administrative fee from any funds that they receive or control from the City/County Fund.

8. **Negotiation of Non-Multistate Settlements** - If the State begins negotiations with a Pharmaceutical Supply Chain Participant that is separate and apart from a multi-state negotiation, the State shall include Local Governments that are a part of the Negotiating Committee in such negotiations. No Settlement shall be recommended or accepted without the affirmative votes of both the State and Local Government representatives of the Negotiating Committee.

9. **Negotiation of Multistate or Local Government Settlements** - To the extent practicable and allowed by other parties to a negotiation, both Parties agree to communicate with members of the Negotiation Committee regarding the terms of any other Pharmaceutical Supply Chain Participant Settlement.

10. **Program Requirements-** DCF and Local Governments desire to make the most efficient and effective use of the Opioid Funds. DCF and Local Governments will work to achieve that goal by ensuring the following requirements will be minimally met by any governmental entity or provider providing services pursuant to a contract or grant of Opioid Funds:

a. In either performing services under this Agreement or contracting with a provider to provide services with the Opioid Funds under this Agreement, the State and Local Governments shall be aware of and comply with all State and Federal laws, rules, Children and Families Operating Procedures (CFOPs), and similar regulations relating to the substance abuse and treatment services.

b. The State and Local Governments shall have and follow their existing policies and practices for accounting and auditing, including policies relating to whistleblowers and avoiding fraud, waste, and abuse. The State and Local Governments shall consider additional policies and practices recommended by the Opioid Abatement Taskforce or Council. c. In any award or grant to any provider, State and Local Governments shall ensure that each provider acknowledges its awareness of its obligations under law and shall audit, supervise, or review each provider's performance routinely, at least once every year.

d. In contracting with a provider, the State and Local Governments shall set performance measures in writing for a provider.

e. The State and Local Governments shall receive and report expenditures, service utilization data, demographic information, and national outcome measures in a similar fashion as required by the 42.U.S.C. s. 300x and 42 U.S.C. s. 300x-21.

f. The State and Local Governments, that implement evidenced based practice models will participate in fidelity monitoring as prescribed and completed by the originator of the model chosen..

g. The State and Local Governments shall ensure that each year, an evaluation of the procedures and activities undertaken to comply with the requirements of this Agreement are completed.

h. The State and Local Governments shall implement a monitoring process that will demonstrate oversight and corrective action in the case of non-compliance, for all providers that receive Opioid Funds. Monitoring shall include:

- (i) Oversight of the any contractual or grant requirements;
- (ii) Develop and utilize standardized monitoring tools;
- (iii) Provide DCF and the Opioid Abatement Taskforce or Council with access to the monitoring reports; and
- (iv) Develop and utilize the monitoring reports to create corrective action plans for providers, where necessary.

11. **Reporting and Records Requirements-** The State and Local Governments shall follow their existing reporting and records retention requirements along with considering any additional recommendations from the Opioid Abatement Taskforce or Council. Local Governments shall respond and provide documents to any reasonable requests from the State or Opioid Abatement Taskforce or Council for data or information about programs receiving Opioid Funds. The State and Local Governments shall ensure that any provider or sub-recipient of Opioid Funds at a minimum does the following:

(a) Any provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of Opioid Funds. Upon demand, at no additional cost to the State or Local Government, any provider will facilitate the duplication and transfer of any records or documents during the term that it receives any Opioid Funds and the required retention period for the State or Local Government. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the State or Local Government.

(b) Any provider shall retain and maintain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the use of the Opioid Funds during the term of its receipt of Opioid Funds and retained for a period of six (6) years after its ceases to receives Opioid Funds or longer when required by law. In the event an audit is required by the State of Local Governments, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of any award or contract.

(c) At all reasonable times for as long as records are maintained, persons duly authorized by State or Local Government auditors shall be allowed full access to and the right to examine any of the contracts and related records and documents, regardless of the form in which kept.

(d) A financial and compliance audit shall be performed annually and provided to the State.

(e) All providers shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.) or the State.

(f) No record may be withheld nor may any provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

12. **Expense Fund** - The Parties agree that in any negotiation every effort shall be made to cause Pharmaceutical Supply Chain Participants to pay costs of litigation, including attorneys' fees, in addition to any agreed to Opioid Funds in the Settlement. To the extent that a fund sufficient to pay the full contingent fees of Local Governments is not created as part of a Settlement by a Pharmaceutical Supply Chain Participant, the Parties agree that an additional expense fund for attorneys who represent Local Governments (herein "Expense Fund") shall be created out of the City/County fund for the purpose of paying the hard costs of a litigating Local Government and then paying attorneys' fees.

(a) The Source of Funds for the Expense Fund- Money for the Expense Fund shall be sourced exclusively from the City/County Fund.

(b) The Amount of the Expense Fund- The State recognizes the value litigating Local Governments bring to the State in connection with the Settlement because their participation increases the amount of Incentive Payments due from each Pharmaceutical Supply Chain Participant. In recognition of that value, the amount of funds that shall be deposited into the Expense Fund shall be contingent upon on the percentage of litigating Local Government participation in the Settlement, according to the following table:

Litigating Local Government Participation in the Settlement (by percentage of the population)	Amount that shall be paid into the Expense Fund from (and as a percentage of) the City/County fund
96 to 100%	10%
91 to 95%	7.5%
86 to 90%	5%
85%	2.5%
Less than 85%	0%

If fewer than 85% percent of the litigating Local Governments (by population) participate, then the Expense Fund shall not be funded, and this Section of the Agreement shall be null and void.

(c) The Timing of Payments into the Expense Fund- Although the amount of the Expense Fund shall be calculated based on the entirety of payments due to the City/County fund over a ten-to-eighteen-year period, the Expense Fund shall be funded entirely from payments made by Pharmaceutical Supply Chain Participants during the first two payments of the Settlement. Accordingly, to offset the amounts being paid from the

City/County Fund to the Expense Fund in the first two years, Counties or Municipalities may borrow from the Regional Fund during the first two years and pay the borrowed amounts back to the Regional Fund during years three, four, and five.

For the avoidance of doubt, the following provides an illustrative example regarding the calculation of payments and amounts that may be borrowed under the terms of this MOU, consistent with the provisions of this Section:

Opioid Funds due to State of Florida and Local Governments (over 10 to 18 years):	\$1,000
Litigating Local Government Participation:	100%
City/County Fund (over 10 to 18 years):	\$150
Expense Fund (paid over 2 years):	\$15
Amount Paid to Expense Fund in 1st year:	\$7.5
Amount Paid to Expense Fund in 2nd year:	\$7.5
Amount that may be borrowed from Regional Fund in 1st year:	\$7.5
Amount that may be borrowed from Regional Fund in 2nd year:	\$7.5
Amount that must be paid back to Regional Fund in 3rd year:	\$5
Amount that must be paid back to Regional Fund in 4th year:	\$5
Amount that must be paid back to Regional Fund in 5th year:	\$5

(d) Creation of and Jurisdiction over the Expense Fund- The Expense Fund shall be established, consistent with the provisions of this Section of the Agreement, by order of the Court. The Court shall have jurisdiction over the Expense Fund, including authority to allocate and disburse amounts from the Expense Fund and to resolve any disputes concerning the Expense Fund.

(e) Allocation of Payments to Counsel from the Expense Fund- As part of the order establishing the Expense Fund, counsel for the litigating Local Governments shall seek to have the Court appoint a third-neutral to serve as a special master for purposes of allocating the Expense Fund. Within 30 days of entry of the order appointing a special master for the Expense Fund, any counsel who intend to seek an award from the Expense Fund shall provide the copies of their contingency fee contracts to the special master. The special master shall then build a mathematical model, which shall be based on each litigating Local Government's share under the Negotiation Class Metrics and the rate set forth in their contingency contracts, to calculate a proposed award for each litigating Local Government who timely provided a copy of its contingency contract.

13. **Dispute resolution-** Any one or more of the Local Governments or the State may object to an allocation or expenditure of Opioid Funds solely on the basis that the allocation or expenditure at issue (a) is inconsistent with the Approved Purposes; (b) is inconsistent with the distribution scheme as provided in paragraph.; (c) violates the limitations set forth herein with respect to administrative costs or the Expense Fund; or (d) to recover amounts advanced from the Regional Fund for the Expense Fund. There shall be no other basis for bringing an objection to the approval of an allocation or expenditure of Opioid Funds. In the event that there is a National Settlement Administrator or similar entity, the Local Governments sole action for non-payment of

amounts due from the City/County Fund shall be against the particular settling defendant and/or the National Settlement Administrator or similar entity.

C. Other Terms and Conditions

1. **Governing Law and Venue:** This Agreement will be governed by the laws of the State of Florida. Any and all litigation arising under the Agreement, unless otherwise specified in this Agreement, will be instituted in either: (a) the Court that enters the Order if the matter deals with a matter covered by the Order and the Court retains jurisdiction; or (b) the appropriate State court in Leon County, Florida.

2. **Agreement Management and Notification:** The Parties have identified the following individuals as Agreement Managers and Administrators:

a. State of Florida Agreement Manager:

Greg Slempp

PL-01, The Capitol, Tallahassee, FL 32399

850-414-3300

Greg.slempp@myfloridalegal.com

b. State of Florida Agreement Administrator

Janna Barineau

PL-01, The Capitol, Tallahassee, FL 32399

850-414-3300

Janna.barineau@myfloridalegal.com

c. Local Governments Agreement Managers and Administrators are listed on Exhibit C to this Agreement.

Changes to either the Managers or Administrators may be made by notifying the other Party in writing, without formal amendment to this Agreement.

3. **Notices.** All notices required under the Agreement will be delivered by certified mail, return receipt requested, by reputable air courier, or by personal delivery to the designee identified in paragraphs C.2., above. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

4. **Cooperation with Inspector General:** Pursuant to section 20.055, Florida Statutes, the Parties, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

5. **Public Records:** The Parties will keep and maintain public records pursuant to Chapter 119, Florida Statutes and will comply with all applicable provisions of that Chapter.

6. **Modification:** This Agreement may only be modified by a written amendment between the appropriate parties. No promises or agreements made subsequent to the execution of this Agreement shall be binding unless express, reduced to writing, and signed by the Parties.

7. **Execution in Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

8. **Assignment:** The rights granted in this Agreement may not be assigned or transferred by any party without the prior written approval of the other party. No party shall be permitted to delegate its responsibilities or obligations under this Agreement without the prior written approval of the other parties.

9. **Additional Documents:** The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

10. **Captions:** The captions contained in this Agreement are for convenience only and shall in no way define, limit, extend or describe the scope of this Agreement or any part of it.

11. **Entire Agreement:** This Agreement, including any attachments, embodies the entire agreement of the parties. There are no other provisions, terms, conditions, or obligations. This Agreement supersedes all previous oral or written communications, representations or agreements on this subject.

12. **Construction:** The parties hereto hereby mutually acknowledge and represent that they have been fully advised by their respective legal counsel of their rights and responsibilities under this Agreement, that they have read, know, and understand completely the contents hereof, and that they have voluntarily executed the same. The parties hereto further hereby mutually acknowledge that they have had input into the drafting of this Agreement and that, accordingly, in any construction to be made of this Agreement, it shall not be construed for or against any party, but rather shall be given a fair and reasonable interpretation, based on the plain language of the Agreement and the expressed intent of the parties.

13. **Capacity to Execute Agreement:** The parties hereto hereby represent and warrant that the individuals signing this Agreement on their behalf are duly authorized and fully competent to do so.

14. **Effectiveness:** This Agreement shall become effective on the date on which the last required signature is affixed to this Agreement.

IN WITNESS THEREOF, the parties hereto have caused the Agreement to be executed by their undersigned officials as duly authorized.

STATE OF FLORIDA

By: _____ DATED 11/15/2021
Its: _____



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Larry Wojciechowski, Finance Director

DATE: 12/2/2021

RE: Consideration of appropriation of Fund Balance from the General Fund (\$70,000) and Building Fund (\$34,000) to cover the cost of credit card processing fees.

On January 3, 2019, City Council authorized staff to work with American Merchant Systems (AMS) to determine if their software could be modified to allow credit card merchant fees to be paid as a service fee directly to AMS by the credit cardholder, eliminating this expense to the City. Talks with AMS were placed on hold once it was determined that Building was transitioning to a new software, Trackit, which only worked with a different credit card merchant, Cardknox. In 2021, the City changed direction on the new software due to challenges with the originally proposed software implementation. As a result, the City does not yet have the capability in place to pass the acceptance fees on to customers.

Until the credit card acceptance fees are passed on to the credit cardholders, the General Fund must continue to pay for the processing/acceptance of Impact Fees paid by developers. Impact Fee funds are not permitted to cover this type of expenditure.

Based on the current timeline provided by the Information Technology (IT) Department, the transition from the City funding the credit card acceptance fees to the credit cardholders is anticipated for March 2022, following the first phase go-live date set for the e-Permit application for Building and Public Works (Driveway Permit & Lot Drainage). Phase two will include use of the system for Land Development, Code Compliance, Business Tax Receipt, and Public Works Commercial plan review. Expenditures associated with this new implementation timeline were not budgeted in FY 2022 in either General Fund or Building Fund. Based on the FY 2021 historical analysis, it is estimated that a six-month coverage (October 2021 through March 2022) will total \$104,000 (\$70,000 for the General Fund and \$34,000 for the Building Fund). Estimates were built on the average expenditures incurred in FY 2021 between October 2020 through March 2021. Additional credit card process fees may need to be budgeted after the anticipated March 2022 transition if the timeline cannot be met and/or if actual expenditures exceed the estimates provided.

REQUESTING DEPARTMENT:
Finance

FISCAL IMPACT:

Budgeted expenditures for credit card processing fees were not included in the FY 2022 Approved Budget. A total of \$70,000 will need to be appropriated to 001-9010-519.49-22/Credit Card Processing Fees from General Fund Undesignated Fund Balance (001-0000-392.10-01) and a total of \$34,000 will need to be appropriated to 451-3120-524.49-22/Credit Card Processing Fees from Building Fund Undesignated Fund Balance (451-0000-392.30-06) on the next scheduled Budget Amendment.

RECOMMENDATION:

Motion to authorize the appropriation of Fund Balance from the General Fund and Building Fund to cover the cost of credit card processing fees.



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Christopher A. Little, P.E.; Larry Wojciechowski, Finance Director

DATE: 12/2/2021

RE: Consideration of appropriating funds from the Undesignated Fund Balance for fuel for the North Regional Water Treatment Plant replacement generator (\$16,200).

On March 5, 2020 Council approved the award of the North Regional Water Treatment Plant Rehabilitation (NRWTP) project. Included in this project was the replacement of the generator and fuel tank at the NRWTP. The estimated cost to fill the new 6000-gallon fuel tank will be \$16,200 (@ \$2.70 per gallon). This expense was not budgeted. The FY22 budget for fuel for the NRWTP, wells and equipment is \$8,500, this funding is required for normal operation.

The Department is requesting fund appropriation from Fund Balance for fuel for the new generator at the NRWTP in the amount of \$16,200.

REQUESTING DEPARTMENT:

Utilities, Finance

FISCAL IMPACT:

Pending approval of the budget amendment, amount \$16,200 funds will be available in the Utilities Department's Operating Fund 421-8024-533-5209.

RECOMMENDATION:

Motion to approve appropriation of funds on the next scheduled budget amendment, amount \$16,200.



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Nelson Moya, Chief of Police

DATE: 12/2/2021

RE: Consideration of expenditures from the Palm Bay Police Department's Law Enforcement Trust Fund for donation to the 2021 Reindeer Run (\$6,578).

In accordance with Florida law, funding in the amount of \$6,578 is being requested from the Law Enforcement Trust Fund (LETf) designated fund balance for fiscal year 2021/2022.

The Police Department would like to continue its tradition of hosting the annual Shop with a Cop Program called "Cops and Friends Reindeer Run." This year's event is scheduled for Thursday, December 16, 2021, at the Wal-Mart located at 1040 Malabar Rd SE. A committee of volunteers will prepare for the event and with help from officers, volunteers, Wal Mart and the Palm Bay elementary schools, approximately 128 underprivileged children will be escorted by a police employees/volunteers to purchase holiday gifts for themselves and their families. The total projected expenditure for this year's event is \$9,728. The program has a beginning balance of \$3,150 comprised of donations from local businesses (\$500), a donation from the 2020 Christmas Extravaganza (\$1000), and leftover unused gift cards from previous Reindeer Run events (\$1,650). Therefore, the remaining funds required for this year's event in the amount of \$6,578 is requested for the purchase of gift cards (\$6,450) and reindeer antlers for the children (\$128).

The total LETf request for this event is \$6,578.

REQUESTING DEPARTMENT:

Police Department

FISCAL IMPACT:

There is a designated fund balance of \$54,774.33 as of November 18, 2021, from account #101-0000-359-1002 and 101-0000-359-1004. The requested \$6,578 will be allocated on the next Budget Amendment to the following accounts: #101-5040-521-8211 (\$6,450) and #101-5040-521-5201 (\$128).

RECOMMENDATION:

Motion to approve expenditures of LETf as described herein up to \$6,578.

ATTACHMENTS:**Description**

LETF 22-03 Certification Statement

2021 Reindeer Run LETF Donation Request Application

2021 Reindeer Run Interoffice Memo



CERTIFICATION STATEMENT

TO: Honorable Mayor and Members of the City Council

FROM: Nelson Moya, Police Chief *NM*

DATE: November 18, 2021

SUBJECT: Law Enforcement Trust Fund (LEFT) Forfeiture Expenditures

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

The following details the usage of the requested expenditures:

VENDOR/ORGANIZATION	ITEM DESCRIPTION	COST
Wal Mart	Donation to Reindeer Run for Gift Cards	\$6,450
Dollar Tree	Donation to Reindeer Run for Antlers	\$128
TOTAL		\$6,578



Palm Bay Police Department Law Enforcement Trust Fund (LETF) Request for Funding

The City of Palm Bay Police Department has a long standing commitment to the reduction of crime and the implementation of crime and drug prevention initiatives throughout the county. Use of LETF Funds requires approval from the City Council in accordance with FSS 932.7055, upon request by the Chief of Police. The Statute requires that a portion of the revenues be donated or expended for the support or operation of drug treatment, drug abuse education, drug prevention, crime prevention, safe neighborhood or school resource officer programs in accordance with FSS 932.7055.

**All applications must be mailed to:
Palm Bay Police Department
Attn: LETF Committee Coordinator
130 Malabar Road SE
Palm Bay, FL 32907**

Applicant Agency Legal Name (as listed on Sunbiz): Palm Bay Police Department	
Program Title:	2021 Reindeer Run
Administrative Address:	130 Malabar Rd SE
City & State, Zip Code:	Palm Bay FL 32907
Telephone Number:	(321) 952-3456
Website:	
CEO/ Executive Director:	Chief Nelson Moya
Office Phone Number:	E-mail Address:
Name/ Title of Contact:	Joni Dipaolo
Phone Number:	321/952-3458 E-mail: joni.dipaolo@palmbayflorida.org
Primary Program Location:	Walmart, 1040 Malabar Rd SE
City, State & Zip Code:	Palm Bay FL 32907
Performance Period Date From: 12/16/21	To: 12/16/21

Organization's Background: Provide a concise description of the applicant agency, include; history, years of operations, general mission statement, and primary services provided. Attach additional pages and/or pictures if necessary.

-self-

PROGRAM INFORMATION

1. Program Summary (3-5 sentences): Provide an overview of proposed program services.

The Reindeer Run is an annual event put on by the agency that focuses on underprivileged children and families within the local community. Officers and other agency members shop with the children who are given a \$75 gift card to purchase any items they want within the store. The officers act as a chaperon and companion fostering a positive attitude towards law enforcement with interactions that are not during the course of standard police responses.

LETF CATEGORY / STATUTORY REQUIREMENT

Place an "X" next to the program area for which you intend to apply:

- ☒ **Crime Prevention**
- ☐ **Drug Treatment or Abuse Education**
- ☐ **Drug Prevention**
- ☒ **Safe Neighborhood**
- ☐ **School Resource Officer Programs**

2. How do you feel your proposed project addresses the LETF Criteria?

By officers interacting with these children, who may otherwise have had negative experience with law enforcement, they foster a positive attitude towards law enforcement which may in return prompt these children to build a rapport with the officers who they may encounter later on.

STATEMENT OF NEED

3. Why is this program needed (What community program does it address)? What data suggests that this program should be implemented with this population or in this geographical location? (Use recent relevant data) attach additional pages if necessary.

This event has been a tradition in our community for over a decade. We get monumental support from within the city and community partners gathering together to give these children a great experience during the holiday season.

4. Describe the program in detail and how it will be implemented: (Describe Who, What, Where, and When) All Programs must address a specific population and the narrative should indicate the number of clients served, services provided etc. Attach additional pages if necessary.

Each of the 16 area elementary schools will select 7-8 of their students based on if the student is eligible for free/reduced lunch and will provide the necessary paperwork stating such. The parents of the children selected will also sign consent forms for their children to participate. Total participation of 125 children from across the city who qualify for free/reduced lunch based on their family income status.

PROJECT BUDGET

Project budget should ONLY include costs related to your funding request. Other match funds should not be included below.

LETF Line Item Budget	Total Amounts
Personnel Costs/Salaries	\$0.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$0.00
Printing and Copying	\$0.00
Other (specify)	\$6,225.00 \$6,578
Services	\$0.00
TOTAL REQUESTED	\$6,225.00 \$6578

BUDGET NARRATIVE

(Required for ALL applications) Provide a narrative explanation of what the budget will include and its relevance to the project in #4. Please explain any anomalies in the budget above. Attach additional pages if necessary.

With the total event budget of ~~\$9,375~~ the need for the ~~\$6,225~~ is the difference from the \$1,500 in donations received, and \$1,650 in gift cards left over from prior years. \$9,728 \$6,578

This will include purchase of gift cards & reminder letters for the children.

SIGNATURE/CERTIFICATION

CERTIFICATION AND ASSURANCES (Please initial next to each in blue ink. By initialing and signing this application for funding the applicant agrees to comply with the following terms and conditions if awarded LETF Funding.

Initial [Signature] APPLICANT shall commence serves as soon as practical and reasonable under the circumstances. All program activities must be completed within one (1) year of disbursement if funds are allocated prior to the event or program is to commence. Any request for extension if time must be submitted in writing to the LEFT committee coordinator.

Initial [Signature] APPLICANT will keep clear and accurate records throughout the program period so that the progress of the services rendered may be readily evaluated by PBPD at mutually agreed upon times.

Initial [Signature] APPLICANT will provide the LEFT committee coordinator with a **quarterly program report** which shall include the current program status by the applicant in completing/serving the program and the expenditure of funds in addition to such other pertinent information as requested by PBPD no later than **fifteen (15) days** after the end of each quarter.

Initial [Signature] A **final report** of activities and expenditures documented by receipts or other financial proof of expenditure of the program shall be submitted by the APPLICANT to PBPD no later than **forty-five (45) days** of the end of the performance period. All cost and expense in generating and delivery of such documentation shall be burdened by the APPLICANT at no cost to PBPD and the documents shall be delivered in an organized format. Failure to comply with the reporting requirements shall result in the APPLICANT having to return LEFT funds.

Initial [Signature] if APPLICANT fails to perform; or is determined later to not be qualified to receive LETF; or if there was an untruthful statement made by the APPLICANT within its Request for Funding Application (Application); or fails to provide the necessary reporting documents to PBPD, then all LETF disbursed to the APPLICANT shall be returned to PBPD within ten (10) business days of PBPD's written demand for the same and APPLICANT may be ineligible for any future LETF disbursements.

All services should be provided exclusively in Brevard County to Brevard County Residents.

Initial [Signature] APPLICANT will not qualify for subsequent year funding from PNBPD and will not be able to receive subsequent year funding until a complete report, approved by PBPD has been obtained for prior year activities that were funding by LETF award. Notwithstanding the forgoing, PBPD shall not be obligated to award any subsequent funding unless and until the APPLICANT reapplies for the same and is approved for disbursements, at the discretion of PBPD.

Initial [Signature] Failure to spend funds in accordance with the approved project budget will result in return of funds to PBPD.

Initial [Signature] Failure of the APPLICANT to submit a complete report with backup documentation to PBPD, at no cost to PBPD, will result in immediate return of funds to PBPD.

Initial [Signature] Failure of the APPLICANT to comply with sub-recipient monitoring will result in immediate return of funds.

False statements or claims made in connection with this LETF Funding Application may result in fines, imprisonment, and/or any other remedy available by law. I certify that the assurances provided are true and accurate to the best of my knowledge.

Applicant Organization Name: Palm Bay Police Dept.

OFFICIAL AUTHORIZED TO SIGN AND BIND APPLICANT ORGANIZATION TO APPLICATION:

Signature: [Signature]

Printed Name and Title: Joni DiPaolo

Date: 11.3.21

STATE OF FLORIDA

COUNTY OF Brevard

Bonded Thru Budget Notary Services

Expires April 5, 2024

Commission # GG 975615

TANYA SEIBERT



(NOTARY SEAL)

Signature: [Signature]

Sworn to (or affirmed) and subscribed before me this 3rd day of November, 2021, by (name of person making statement).
Personally known X OR Produced Identification _____ Type of Identification Produced _____



PALM BAY POLICE DEPARTMENT INTEROFFICE MEMORANDUM



TO: Suzanne Sherman, City Manager
FROM: Nelson Moya, Chief of Police
DATE: 11/17/2021
SUBJ: Cops and Friends Reindeer Run 2021

This year the Cops and Friends Reindeer Run event will be hosted by The Palm Bay Police Department along with the Walmart Supercenter on Malabar Rd on December 16, 2021. This event focuses on serving 128 children from the 16 local elementary schools who qualify for free or reduced lunches. Officers and other agency members shop with the children who are given a \$75 gift card to purchase any items they want within the store. The officers act as chaperones and companions while a few very special guest Santa , Mrs. Claus and other characters join in the create an atmosphere of fun and holiday spirit while fostering a positive attitude towards law enforcement.

The public purpose is to build a positive relationship between police officers and the children of the community. By the officers interacting with these children, who may otherwise have had negative experiences or a not so positive view of law enforcement, in a non-enforcement capacity these officers foster a positive attitude towards the profession. This event has been a tradition in our community for over a decade and we receive monumental support from within the city and community partners gathering to give these children a great experience during the holiday season.



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Leslie Hoog, Fire Chief

DATE: 12/2/2021

RE: Consideration of travel and training for specified City Employees (Fire Department).

The Palm Bay Fire Rescue Department requests authorization to send six officers and instructors to the International Fire Department Instructor's Conference from April 26 - 30, 2022 held in Indianapolis, Indiana. The registration fee of \$630 per person includes admission to the General Sessions, critical educational seminars covering firefighter tactics, management/leadership, training practices and legal issues. Also included is entry into the convention center trade show which provides information on apparatus, training & safety equipment, and EMS vendors.

The attendees selected are Lieutenant Jon Anthony, Lieutenant Michael McHale, Lieutenant Brian Miller, Lieutenant Brian Weigle, Driver Engineer Jacob Couture and Driver Engineer Camden Drake. Lodging is in the form of a home rental shared by all six members with a total cost of \$548.73 for four nights. Airfare is estimated at \$350.00 per person and per diem is \$204.00 per person. Ground transportation is approximately \$450 for the group for a total estimated cost for six attendees of \$8,102.73.

REQUESTING DEPARTMENT:

Fire Department

FISCAL IMPACT:

Funding is available in Account Number 001-6012-522-4001 in the amount of \$4,322.73, and Account Number 001-6012-522-5501 in the amount of \$3,780.00.

RECOMMENDATION:

Motion to approve requested travel as noted above.

ATTACHMENTS:

Description

Travel Requests



CITY OF PALM BAY, FLORIDA

Travel Request/Advance Request

Contact/Ext Marvena Eck 4676

Control #

Request Date: 11/12/2021

Name: Jonathan Anthony		Destination: Indianapolis, IN	
Department/Division: Fire Rescue		Departure Date of: 4/23/2021 Time of: 4:00 PM	Return 4/30/2021 3:00 PM
Account To Be Charged: 001-6012-552-5501 \$630.00		Estimated Cost: before mileage reimbursement \$2,182.73	
Account To Be Charged: 001-6012-552-4001 \$1552.73			

Purpose of Travel (Specify Conference, School or Other Reason) - ATTACH ITINERARY

To attend the Fire Department Instructor Conference

Date Approved By Council: _____

Transportation: **boldface** or circle choice(s) **POV - Estimated Mileage** **City Vehicle**
Common Carrier (complete below)

PREPAID EXPENSES	VENDOR/ADDRESS	EXPLANATION	AMOUNT	FINANCE USE ONLY	
Registration	Penwell - FDIC	Registration		Vendor #	Check #
Due Date _____					Date
Hand Carry Y N	Pay with P-card		\$630.00		
Lodging	VRBO	Rate \$137.18		Vendor #	Check #
Due Date _____		# Nights 4			Date
Hand Carry Y N	Pay with P-card		\$548.73		
Common Carrier (if applicable)	Southwest Air	Airfare (estimate)		Vendor #	Check #
Due Date _____					Date
Hand Carry Y N	Pay with P-card		\$350.00		
Other Expenses	Various	Airport Parking - MCO		Vendor #	Check #
Due Date P-card		Uber - Indianapolis	\$50.00		Date
Hand Carry Y N	Pay with P-card	To and from Airport and Convention Center	\$400.00		
Other Expenses				Vendor #	Check #
Due Date _____					Date
Hand Carry Y N					
PER DIEM ADVANCE: Advanced or Upon Return (circle one)				Vendor #	Check #
Refer to www.gsa.gov for rates - attach proof of rate					
(Lodging prepaid - receipt required)					
Breakfast 4	@	\$13.00 =	\$52.00		Date
Lunch 4	@	\$15.00 =	\$60.00		
Dinner 4	@	\$23.00 =	\$92.00		
Incidentals 0	@	\$5.00 =	\$0.00		
			\$204.00		

TRAVEL APPROVALS

Department Head

11-16-21

Date

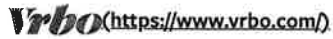
Finance

Date

(if applicable)

City Manager

Date


[\(traveler/th/bookings\)](#)

Center Township, Indiana, United States of America

[\(traveler/th/inbox/conversation/db379fa7-fe1c-4637-8e52-dc3a4d5400d4/messages\)](#)
[Center Township, Indiana, United States of America \(/1776302?unitId=2337811&noDates=true\)](#)

Property ID: 1776302

Check-in

Apr 26, 2022**03:00 PM**

Checkout

Apr 30, 2022**11:00 AM****Your quote**

\$91.50 x 4 nights	\$366.00
Cleaning Fee	\$45.00
Service Fee ⓘ	\$58.00
Lodging Tax	\$79.73
Total	\$548.73
Due on October 19, 2021 Paid	\$548.73

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[Trust & Safety \(https://www.vrbo.com/trust\)](https://www.vrbo.com/trust)
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[Vacation rental guides \(https://www.vrbo.com/vacation-ideas\)](https://www.vrbo.com/vacation-ideas)
Company
[About \(https://www.vrbo.com/about-vrbo\)](https://www.vrbo.com/about-vrbo)
[Careers \(https://lifeatexpediagroup.com/brands?](https://lifeatexpediagroup.com/brands?utm_source=vrbo&%3Butm_medium=homepage%23brands-vrbo)
[utm_source=vrbo&%3Butm_medium=homepage%23brands-vrbo\)](https://lifeatexpediagroup.com/brands?utm_source=vrbo&%3Butm_medium=homepage%23brands-vrbo)
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[\(https://www.bookabach.co.nz/\)](https://www.bookabach.co.nz/)
[Stayz.com.au \(https://www.stayz.com.au/\)](https://www.stayz.com.au/)

Trip & Price Details



Price

Payment

Confirmation

✈ Flight [Modify](#)

✈ Tue 4/19	MCO → IND	2 hr 25 min	Nonstop	Wanna Get Away®	Price per Passenger	\$276.43
	5:15 PM 7:40 PM				Taxes and fees per Passenger	\$49.53
✈ Sat 4/23	IND → MCO	2 hr 10 min	Nonstop	Wanna Get Away®	Total per Passenger	\$325.96
	9:00 AM 11:10 AM				Passenger(s)	x1
					Flight total	\$325.96

Helpful Information:

- Please read the [fare rules](#) associated with this purchase.
- When booking with Rapid Rewards® points, your points balance may not immediately update in your account.

* DATES OF TRAVEL ARE NOT AVAILABLE TO PRICE OR BOOK YET - THIS IS A COMPARISON OF THE WEEK BEFORE THE ACTUAL DATES.

✈ Flight Extras

✓ Upgrade to Business Select®

- ✓ Guaranteed A1-A15 boarding
- ✓ Refundable fare*
- ✓ Earn 3668 more Rapid Rewards® points

*Please read the [fare rules](#) associated with this purchase.

Starting at

\$70.01

Per passenger,
per one-way.

ITINERARY

PASSENGERS

ADDITIONAL COST

✈ Tue 4/19	MCO → IND	2 hr 25 min Nonstop	1 Passenger	\$70.01	<input type="radio"/> Add
	5:15PM 7:40PM		Wanna Get Away®		

Certain exclusions may apply.

Extras total

\$0.00

An experience you can count on.

No cancel¹ or change fees. Change your flight later without a fee. Fare difference may apply.

Each aircraft is equipped with HEPA air filters providing fresh, outdoor air every 2-3 minutes.

¹ Failure to cancel a reservation at least 10 minutes prior to scheduled departure may result in forfeited travel funds.

BAG FEE *

\$0.00

SUBTOTAL

\$276.43

TAXES & FEES

\$49.53

TRIP TOTAL

\$325.96

[Show price breakdown](#)



April 25-30, 2022
Indianapolis, IN
Indiana Convention Center
& Lucas Oil Stadium



REGISTER TODAY

What's Included?

If you are still not sure what package is right for you, [take our quiz!](#)

With many registration options available, make sure you select the right package to make the most of your time in Indianapolis. See below for what's included in each package!

	H.O.T. EVOLUTIONS WITH FULL CONFERENCE	INDIVIDUAL FULL CONFERENCE	ONE-DAY CONFERENCE	ONE-DAY EXHIBITS	WOMEN IN FIRE
Early Bird (before 3/11/22)	\$630*	\$630	\$385	\$45	\$175
Regular (after 3/11/22)	\$705*	\$705	\$435	\$50	\$200
What's Included:					
Hands-on Training (H.O.T.) Evolutions & Pre-Conference Workshops	\$\$*	-	-	-	-
Opening Ceremonies	X	X	X	-	-
Classroom Sessions	X	X	X	-	-
Exhibit Hall Access	X	X	X	X	-
Women in Fire	\$\$*	\$\$*	\$\$*	\$\$*	X

in

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f

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Instagram

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April 25-30, 2022
Indianapolis, IN
Indiana Convention Center
& Lucas Oil Stadium

ABOUT FDIC INTERNATIONAL

About FDIC International

FDIC International offers thousands of Fire & Rescue professionals from around the world, quality world-class instructors, classrooms, workshops, H.O.T. evolutions and the most innovative products and services available to the industry displayed by over 800 exhibiting companies. The FDIC Experience is more than your traditional trade show it's about the learning and sharing with your peers formally and informally through hallway conversations, developing life-long friendships, and recharging your passion for the industry. Simply, there is no other event like FDIC International and to experience it, you simply have to attend.

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Education

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Networking



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FUTURE SHOW DATES



FDIC 2023

April 24-29, 2023
Indianapolis Convention Center & Lucas Oil Stadium
Indianapolis, In



FDIC 2024

April 15-20, 2024
Indianapolis Convention Center & Lucas Oil Stadium
Indianapolis, In



FDIC 2025

April 7-12, 2024
Indianapolis Convention Center & Lucas Oil Stadium
Indianapolis, In

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CITY OF PALM BAY, FLORIDA

Travel Request/Advance Request

Control # _____

Request Date: 11/12/2021

Contact/Ext Marvena Eck 4676

Name: Michael McHale		Destination: Indianapolis, IN			
Department/Division: Fire Rescue		Departure		Return	
		Date of: 4/23/2021		4/30/2021	
Account To Be Charged: 001-6012-552-5501 \$630.00		Time of: 4:00 PM		3:00 PM	
Account To Be Charged: 001-6012-552-4001 \$554.00		Estimated Cost: before mileage reimbursement \$1,184.00			
Purpose of Travel (Specify Conference, School or Other Reason) - ATTACH ITINERARY					
To attend the Fire Department Instructor Conference					
Date Approved By Council: _____					
Transportation: boldface or circle choice(s)		POV - Estimated Mileage _____		City Vehicle	
Common Carrier (complete below)					
PREPAID EXPENSES	VENDOR/ADDRESS	EXPLANATION	AMOUNT	FINANCE USE ONLY	
Registration	Penwell - FDIC	Registration		Vendor #	Check #
Due Date _____					Date
Hand Carry Y N	Pay with P-card		\$630.00		
Lodging	VRBO	Rate _____		Vendor #	Check #
Due Date _____	Sharing with J. Anthony	# Nights _____			Date
Hand Carry Y N	Pay with P-card				
Common Carrier (if applicable)	Southwest Air	Airfare (estimate)		Vendor #	Check #
Due Date _____					Date
Hand Carry Y N	Pay with P-card		\$350.00		
Other Expenses	Sharing with J. Anthony			Vendor #	Check #
Due Date P-card					Date
Hand Carry Y N	Pay with P-card				
Other Expenses				Vendor #	Check #
Due Date _____					Date
Hand Carry Y N					
PER DIEM ADVANCE: Advanced or Upon Return (circle one)				Vendor #	Check #
Refer to www.gsa.gov for rates - attach proof of rate					
(Lodging prepaid - receipt required)					
Breakfast 4	@	\$13.00 =	\$52.00		Date
Lunch 4	@	\$15.00 =	\$60.00		
Dinner 4	@	\$23.00 =	\$92.00		
Incidentals 0	@	\$5.00 =	\$0.00		
			\$204.00		

TRAVEL APPROVALS

Department Head

11-16-21
Date

Finance

Date

(if applicable)

City Manager

Date

Trip & Price Details



Price

Payment

Confirmation

✈ Flight [Modify](#)

	Tue 4/19	MCO → IND	2 hr 25 min	Nonstop	Wanna Get Away®	Price per Passenger	\$276.43
		5:15 PM 7:40 PM				Taxes and fees per Passenger	\$49.53
	Sat 4/23	IND → MCO	2 hr 10 min	Nonstop	Wanna Get Away®	Total per Passenger	\$325.96
		9:00 AM 11:10 AM				Passenger(s)	x1
						Flight total	\$325.96

Helpful information:

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✈ Flight Extras

✓ Upgrade to Business Select®

- ✓ Guaranteed A1-A15 boarding
- ✓ Refundable fare*
- ✓ Earn **3668** more Rapid Rewards® points

*Please read the [fare rules](#) associated with this purchase.Starting at
\$70.01Per passenger,
per one-way.

ITINERARY

PASSENGERS

ADDITIONAL COST

	Tue 4/19	MCO → IND	2 hr 25 min	Nonstop	1 Passenger	\$70.01	<input type="radio"/> Add
		5:15PM 7:40PM			Wanna Get Away®		

Certain exclusions may apply.

Extras total

\$0.00

An experience you can count on.

No cancel¹ or change fees. Change your flight later without a fee. Fare difference may apply.

Each aircraft is equipped with HEPA air filters providing fresh, outdoor air every 2-3 minutes.

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BAG FEE *	\$0.00
SUBTOTAL	\$276.43
TAXES & FEES	\$49.53
TRIP TOTAL	\$325.96

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Indianapolis, IN
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	H.O.T. EVOLUTIONS WITH FULL CONFERENCE		INDIVIDUAL FULL CONFERENCE	ONE-DAY CONFERENCE		ONE-DAY EXHIBITS	WOMEN IN FIRE	
Early Bird (before 3/11/22)	\$630*		\$630	\$385		\$45	\$175	
Regular (after 3/11/22)	\$705*		\$705	\$435		\$50	\$200	
What's Included:								
Hands-on Training (H.O.T.) Evolutions & Pre-Conference Workshops	\$\$*		-	-		-	-	
Opening Ceremonies	X		X	X		-	-	
Classroom Sessions	X		X	X		-	-	
Exhibit Hall Access	X		X	X		X	-	
Women in Fire	\$\$*		\$\$*	\$\$*		\$\$*	X	

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Indianapolis, IN
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April 7-12, 2024
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CITY OF PALM BAY, FLORIDA

Travel Request/Advance Request

Contact/Ext Marvena Eck 4676

Control # _____

Request Date: 11/12/2021

Name: <u>Brian Miller</u>		Destination: <u>Indianapolis, IN</u>	
Department/Division: <u>Fire Rescue</u>		Departure Date of: <u>4/23/2021</u>	Return Date of: <u>4/30/2021</u>
Account To Be Charged: <u>001-6012-552-5501 \$630.00</u>		Time of: <u>4:00 PM</u>	<u>3:00 PM</u>
Account To Be Charged: <u>001-6012-552-4001 \$554.00</u>		Estimated Cost: before mileage reimbursement \$1,184.00	

Purpose of Travel (Specify Conference, School or Other Reason) - **ATTACH ITINERARY**

To attend the Fire Department Instructor Conference

Date Approved By Council: _____

Transportation: **boldface** or circle choice(s) POV - Estimated Mileage City Vehicle
Common Carrier (complete below)

PREPAID EXPENSES	VENDOR/ADDRESS	EXPLANATION	AMOUNT	FINANCE USE ONLY	
Registration	Penwell - FDIC	Registration		Vendor #	Check #
Due Date _____					Date
Hand Carry Y N	Pay with P-card		\$630.00		
Lodging	VRBO	Rate _____		Vendor #	Check #
Due Date _____	Sharing with J. Anthony	# Nights _____			Date
Hand Carry Y N	Pay with P-card				
Common Carrier (if applicable)	Southwest Air	Airfare (estimate)		Vendor #	Check #
Due Date _____					Date
Hand Carry Y N	Pay with P-card		\$350.00		
Other Expenses	Sharing with J. Anthony			Vendor #	Check #
Due Date <u>P-card</u>					Date
Hand Carry Y N	Pay with P-card				
Other Expenses				Vendor #	Check #
Due Date _____					Date
Hand Carry Y N					
PER DIEM ADVANCE: Advanced or Upon Return (circle one) Refer to www.gsa.gov for rates - <u>attach proof of rate</u> (Lodging prepaid - receipt required)				Vendor #	Check #
Breakfast <u>4</u>	@	\$13.00	=	\$52.00	Date
Lunch <u>4</u>	@	\$15.00	=	\$60.00	
Dinner <u>4</u>	@	\$23.00	=	\$92.00	
Incidentals <u>0</u>	@	\$5.00	=	\$0.00	
				\$204.00	

TRAVEL APPROVALS

[Signature] 11-16-21
 Department Head Date

 Finance Date

(if applicable)

 City Manager Date

Trip & Price Details



Price

Payment

Confirmation

✈ Flight [Modify](#)

✈ Tue 4/19	MCO → IND	2 hr 25 min	Nonstop	Wanna Get Away®	Price per Passenger	\$276.43
	5:15 PM 7:40 PM				Taxes and fees per Passenger	\$49.53
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	9:00 AM 11:10 AM				Passenger(s)	x1
					Flight total	\$325.96

Helpful Information:

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- ✓ Refundable fare*
- ✓ Earn 3668 more Rapid Rewards® points

*Please read the [fare rules](#) associated with this purchase.Starting at
\$70.01Per passenger,
per one-way.

ITINERARY

PASSENGERS

ADDITIONAL COST

✈ Tue 4/19	MCO → IND	2 hr 25 min	Nonstop	1 Passenger	\$70.01	<input type="radio"/> Add
	5:15PM 7:40PM			Wanna Get Away®		

Certain exclusions may apply.

Extras total

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BAG FEE *	\$0.00
SUBTOTAL	\$276.43
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TRIP TOTAL	\$325.96

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Regular (after 3/11/22)	\$705*	\$705	\$435	\$50	\$200
What's Included:					
Hands-on Training (H.O.T.) Evolutions & Pre-Conference Workshops	\$\$*	-	-	-	-
Opening Ceremonies	X	X	X	-	-
Classroom Sessions	X	X	X	-	-
Exhibit Hall Access	X	X	X	X	-
Women in Fire	\$\$*	\$\$*	\$\$*	\$\$*	X



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April 24-29, 2023
Indianapolis Convention Center & Lucas Oil Stadium
Indianapolis, In



FDIC 2024

April 15-20, 2024
Indianapolis Convention Center & Lucas Oil Stadium
Indianapolis, In



FDIC 2025

April 7-12, 2024
Indianapolis Convention Center & Lucas Oil Stadium
Indianapolis, In

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CITY OF PALM BAY, FLORIDA

Travel Request/Advance Request

Control # _____

Request Date: 11/12/2021

Contact/Ext Marvena Eck 4676

Name: Brian Weigle		Destination: Indianapolis, IN			
Department/Division: Fire Rescue		Departure Date of: 4/23/2021 Time of: 4:00 PM		Return 4/30/2021 3:00 PM	
Account To Be Charged: 001-6012-552-5501 \$630.00		Estimated Cost: before mileage reimbursement \$1,184.00			
Account To Be Charged: 001-6012-552-4001 \$554.00					
Purpose of Travel (Specify Conference, School or Other Reason) - ATTACH ITINERARY To attend the Fire Department Instructor Conference					
Date Approved By Council: _____					
Transportation: boldface or circle choice(s) POV - Estimated Mileage _____ City Vehicle _____ Common Carrier (complete below)					
PREPAID EXPENSES	VENDOR/ADDRESS	EXPLANATION	AMOUNT	FINANCE USE ONLY	
Registration	Penwell - FDIC	Registration		Vendor #	Check #
Due Date _____					Date
Hand Carry Y N	Pay with P-card		\$630.00		
Lodging	VRBO	Rate _____		Vendor #	Check #
Due Date _____	Sharing with J. Anthony	# Nights _____			Date
Hand Carry Y N	Pay with P-card				
Common Carrier (if applicable)	Southwest Air	Airfare (estimate)		Vendor #	Check #
Due Date _____					Date
Hand Carry Y N	Pay with P-card		\$350.00		
Other Expenses	Sharing with J. Anthony			Vendor #	Check #
Due Date P-card					Date
Hand Carry Y N	Pay with P-card				
Other Expenses				Vendor #	Check #
Due Date _____					Date
Hand Carry Y N					
PER DIEM ADVANCE: Advanced or Upon Return (circle one) Refer to www.gsa.gov for rates - attach proof of rate (Lodging prepaid - receipt required)				Vendor #	Check #
Breakfast 4	@	\$13.00 =	\$52.00		Date
Lunch 4	@	\$15.00 =	\$60.00		
Dinner 4	@	\$23.00 =	\$92.00		
Incidentals 0	@	\$5.00 =	\$0.00		
			\$204.00		

TRAVEL APPROVALS

Department Head

11-16-21 Date

Finance

Date

(if applicable)

City Manager

Date

Trip & Price Details



Price

Payment

Confirmation

✈ Flight [Modify](#)

	Tue 4/19	MCO → IND	2 hr 25 min	Nonstop	Wanna Get Away®	Price per Passenger	\$276.43
		5:15 PM 7:40 PM				Taxes and fees per Passenger	\$49.53
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		9:00 AM 11:10 AM				Passenger(s)	x1
						Flight total	\$325.96

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ITINERARY

PASSENGERS

ADDITIONAL COST

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		5:15PM 7:40PM			Wanna Get Away®		

Certain exclusions may apply.

Extras total

\$0.00

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BAG FEE *	\$0.00
SUBTOTAL	\$276.43
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TRIP TOTAL	\$325.96

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What's Included:					
Hands-on Training (H.O.T.) Evolutions & Pre-Conference Workshops	\$\$*	-	-	-	-
Opening Ceremonies	X	X	X	-	-
Classroom Sessions	X	X	X	-	-
Exhibit Hall Access	X	X	X	X	-
Women in Fire	\$\$*	\$\$*	\$\$*	\$\$*	X

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Indianapolis, In

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CITY OF PALM BAY, FLORIDA

Travel Request/Advance Request

Control # _____

Request Date: 11/12/2021

Contact/Ext Marvena Eck 4676

Name: <u>Jacob Couture</u>		Destination: <u>Indianapolis, IN</u>			
Department/Division: <u>Fire Rescue</u>		Departure Date of: <u>4/23/2021</u>		Return Date of: <u>4/30/2021</u>	
Account To Be Charged: <u>001-6012-552-5501 \$630.00</u>		Time of: <u>4:00 PM</u>		Time of: <u>3:00 PM</u>	
Account To Be Charged: <u>001-6012-552-4001 \$554.00</u>		Estimated Cost: before mileage reimbursement \$1,184.00			
Purpose of Travel (Specify Conference, School or Other Reason) - ATTACH ITINERARY To attend the Fire Department Instructor Conference					
Date Approved By Council: _____					
Transportation: boldface or circle choice(s) <u>POV - Estimated Mileage</u> <u>City Vehicle</u>					
Common Carrier (complete below)					
PREPAID EXPENSES	VENDOR/ADDRESS	EXPLANATION	AMOUNT	FINANCE USE ONLY	
Registration	Penwell - FDIC	Registration		Vendor #	Check #
Due Date _____					Date
Hand Carry Y N	Pay with P-card		\$630.00		
Lodging	VRBO	Rate _____		Vendor #	Check #
Due Date _____	Sharing with J. Anthony	# Nights _____			Date
Hand Carry Y N	Pay with P-card				
Common Carrier (if applicable)	Southwest Air	Airfare (estimate)		Vendor #	Check #
Due Date _____					Date
Hand Carry Y N	Pay with P-card		\$350.00		
Other Expenses	Sharing with J. Anthony			Vendor #	Check #
Due Date <u>P-card</u>					Date
Hand Carry Y N	Pay with P-card				
Other Expenses				Vendor #	Check #
Due Date _____					Date
Hand Carry Y N					
PER DIEM ADVANCE: Advanced or Upon Return (circle one) Refer to www.gsa.gov for rates - <u>attach proof of rate</u> (Lodging prepaid - receipt required)				Vendor #	Check #
Breakfast <u>4</u>	@	\$13.00	=	\$52.00	Date
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Dinner <u>4</u>	@	\$23.00	=	\$92.00	
Incidentals <u>0</u>	@	\$5.00	=	\$0.00	
				\$204.00	

TRAVEL APPROVALS

Department Head

Date

Finance

Date

(if applicable)

City Manager

Date

Trip & Price Details



Price

Payment

Confirmation

✈ Flight [Modify](#)

✈ Tue 4/19	MCO → IND	2 hr 25 min	Nonstop	Wanna Get Away®	Price per Passenger	\$276.43
	5:15 PM 7:40 PM				Taxes and fees per Passenger	\$49.53
✈ Sat 4/23	IND → MCO	2 hr 10 min	Nonstop	Wanna Get Away®	Total per Passenger	\$325.96
	9:00 AM 11:10 AM				Passenger(s)	x1
					Flight total	\$325.96

Helpful Information:

- Please read the [fare rules](#) associated with this purchase.
- When booking with Rapid Rewards® points, your points balance may not immediately update in your account.

* DATES OF TRAVEL ARE NOT AVAILABLE TO PRICE OR BOOK YET - THIS IS A COMPARISON OF THE WEEK BEFORE THE ACTUAL DATES.

✈ Flight Extras

✓ Upgrade to Business Select®

- ✓ Guaranteed A1-A15 boarding
- ✓ Refundable fare*
- ✓ Earn 3668 more Rapid Rewards® points

*Please read the [fare rules](#) associated with this purchase.Starting at
\$70.01Per passenger,
per one-way.

ITINERARY

PASSENGERS

ADDITIONAL COST

✈ Tue 4/19	MCO → IND	2 hr 25 min Nonstop	1 Passenger Wanna Get Away®	\$70.01	<input type="radio"/> Add
	5:15PM 7:40PM				

Certain exclusions may apply.

Extras total

\$0.00

An experience you can count on.

No cancel¹ or change fees. Change your flight later without a fee. Fare difference may apply.

Each aircraft is equipped with HEPA air filters providing fresh, outdoor air every 2-3 minutes.

¹ Failure to cancel a reservation at least 10 minutes prior to scheduled departure may result in forfeited travel funds.

BAG FEE *

\$0.00

SUBTOTAL

\$276.43

TAXES & FEES

\$49.53

TRIP TOTAL

\$325.96

[Show price breakdown](#)



April 25-30, 2022
Indianapolis, IN
Indiana Convention Center
& Lucas Oil Stadium



REGISTER TODAY

in

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f

Twitter

Instagram

Search

What's Included?

If you are still not sure what package is right for you, [take our quiz!](#)

With many registration options available, make sure you select the right package to make the most of your time in Indianapolis. See below for what's included in each package!

	H.O.T. EVOLUTIONS WITH FULL CONFERENCE	INDIVIDUAL FULL CONFERENCE	ONE-DAY CONFERENCE	ONE-DAY EXHIBITS	WOMEN IN FIRE
Early Bird (before 3/11/22)	\$630*	\$630	\$385	\$45	\$175
Regular (after 3/11/22)	\$705*	\$705	\$435	\$50	\$200
What's Included:					
Hands-on Training (H.O.T.) Evolutions & Pre-Conference Workshops	\$\$*	-	-	-	-
Opening Ceremonies	X	X	X	-	-
Classroom Sessions	X	X	X	-	-
Exhibit Hall Access	X	X	X	X	-
Women in Fire	\$\$*	\$\$*	\$\$*	\$\$*	X



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Indiana Convention Center
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ABOUT FDIC INTERNATIONAL

About FDIC International

FDIC International offers thousands of Fire & Rescue professionals from around the world, quality world-class instructors, classrooms, workshops, H.O.T. evolutions and the most innovative products and services available to the industry displayed by over 800 exhibiting companies. The FDIC Experience is more than your traditional trade show it's about the learning and sharing with your peers formally and informally through hallway conversations, developing life-long friendships, and recharging your passion for the industry. Simply, there is no other event like FDIC International and to experience it, you simply have to attend.

REGISTER NOW



REGISTER TODAY



Education

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LEARN MORE

Networking



ALUMINUM
FIRE BOATS
MORE INFO



FDIC International is a one of kind experience, bringing together members of the fire service from around the world to exchange information, network, meet up with old friends and meet new ones. Make sure you maximize your experience by attending a variety of special events planned throughout the week. You won't want to miss a thing!

[VIEW SPECIAL EVENTS](#)



Matchmaking

Our participants liked it so much, they asked for more. Doubling in size, this year's MATCH! program will help you get business done in the most efficient and convenient way possible!

What to expect:

- Personalized – you decide who to meet with
- Efficient – meetings take place in the VIP lounge
- Convenient – MATCH! concierge assistance throughout

[GET MATCHED!](#)

[REGISTER TODAY](#)

FUTURE SHOW DATES



FDIC 2023

April 24-29, 2023
Indianapolis Convention Center & Lucas Oil Stadium
Indianapolis, In



FDIC 2024

April 15-20, 2024
Indianapolis Convention Center & Lucas Oil Stadium
Indianapolis, In



FDIC 2025

April 7-12, 2024
Indianapolis Convention Center & Lucas Oil Stadium
Indianapolis, In

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Want to stay up-to-date with all things FDIC International?



TRAVEL APPROVALS

Trip & Price Details



Price

Payment

Confirmation

✈ Flight [Modify](#)

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[Show price breakdown](#)



April 25-30, 2022
Indianapolis, IN
Indiana Convention Center
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Classroom Sessions	X	X	X	-	-
Exhibit Hall Access	X	X	X	X	-
Women in Fire	\$\$*	\$\$*	\$\$*	\$\$*	X



April 25-30, 2022
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ALUMINUM
FIRE BOATS
[MORE INFO](#)



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[REGISTER TODAY](#)

FUTURE SHOW DATES



FDIC 2023

April 24-29, 2023
Indianapolis Convention Center & Lucas Oil Stadium
Indianapolis, In



FDIC 2024

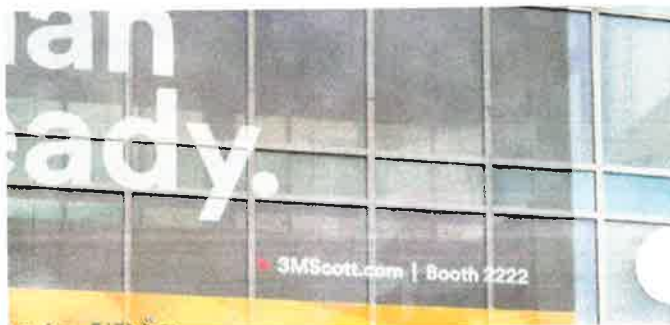
April 15-20, 2024
Indianapolis Convention Center & Lucas Oil Stadium
Indianapolis, In



FDIC 2025

April 7-12, 2024
Indianapolis Convention Center & Lucas Oil Stadium
Indianapolis, In

**Want to stay up-to-date with all things
FDIC International?**



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LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Nelson Moya, Chief of Police

DATE: 12/2/2021

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

The Police Department would like for Council to acknowledge and approve travel as noted below:

Lieutenant Cliff Graves will be traveling to Homestead, FL December 9, 2021 through December 13, 2021 to attend Miami Tier 1 Weekend training. This training focuses specifically on demonstrations, hands-on training, practical experience - practices and procedures in the SWAT – Special Operations. This training will be held approximately 202 miles away. The Registration Cost is estimated at Zero, the Lodging Cost is estimated at \$592.00, and the per diem is estimated at \$192.00 with an approximate total of \$784.00. This will be paid out of the Uniform Services Division Account (5012).

REQUESTING DEPARTMENT:

Police Department

FISCAL IMPACT:

The total cost of travel is estimated at \$784.00 and is available in 001-5012-521-4001 (\$784).

RECOMMENDATION:

Motion to acknowledge and approve travel as mentioned above.

ATTACHMENTS:

Description

Travel Authorization



CITY OF PALM BAY, FLORIDA

Travel Request/Advance Request

Control # _____

Request Date: _____

Contact/Ext Tanya McBiren - 1465

Name: <u>Cliff Graves</u>		Destination: <u>Miami, FL</u>					
Department/Division: <u>Police/USD</u>		Date of: <u>12/9/2021</u>		Return <u>12/13/2021</u>			
<u>001-5012-521-5501</u>		Time of: <u>12:00 PM</u>		<u>12:00 PM</u>			
Account To Be Charged: <u>001-5012-521-4001</u>		Estimated Cost: before mileage reimbursement \$784.00					
Purpose of Travel (Specify Conference, School or Other Reason) - ATTACH ITINERARY To attend the Miami Tier 1 Weekend Training course in Miami, FL 12/09/21 - 12/13/21							
Date Approved by Council _____							
Transportation: boldface POV - Estimated Mileage _____ City Vehicle or circle choice(s) Common Carrier (complete below)							
PREPAID EXPENSES		VENDOR/ADDRESS	EXPLANATION	AMOUNT	FINANCE USE ONLY		
Registration		Miami Tier 1 Weekend Homestead Training Center 11700 SW 304 St Homestead, FL 33033		\$0.00	Vendor #		
Due Date _____					Check #		
Hand Carry Y N					Date		
Lodging		Courtyard Miami Homestead 2905 NE 9th St Homestead, FL 33033 305-257-4333 Conf# 88119613	Pd by Training P-Card	\$592.00	Vendor #		
Due Date _____			Rate \$148.00		Check #		
Hand Carry Y N			# Nights 4		Date		
Common Carrier (if applicable)			Sharing w. Negron	\$0.00	Vendor #		
Due Date _____					Check #		
Hand Carry Y N					Date		
Other Expenses				\$0.00	Vendor #		
Due Date _____					Check #		
Hand Carry Y N					Date		
Other Expenses				\$0.00	Vendor #		
Due Date _____					Check #		
Hand Carry Y N					Date		
PER DIEM ADVANCE				\$192.00	Vendor #		
Refer to www.gsa.gov for rates - attach proof of rate (Lodging prepaid - receipt required)						Check #	
Breakfast 4 @ \$16.00 = \$64.00							Date
Lunch 3 @ \$17.00 = \$51.00							
Dinner 2 @ \$31.00 = \$62.00							
Incidentals 3 @ \$5.00 = \$15.00							

TRAVEL APPROVALS

 11/22/21
 Department Head Date

 Finance Date

(if applicable)

 City Manager Date

(ATTACH TO EXPENSE REPORT UPON RETURN)

MIAMI'S TIER 1 WEEKEND DECEMBER 10-12, 2021

< All Products



Miami Tier 1 Weekend - Level 1 Pricing

\$1,750.00

Quantity

1

Add to Cart

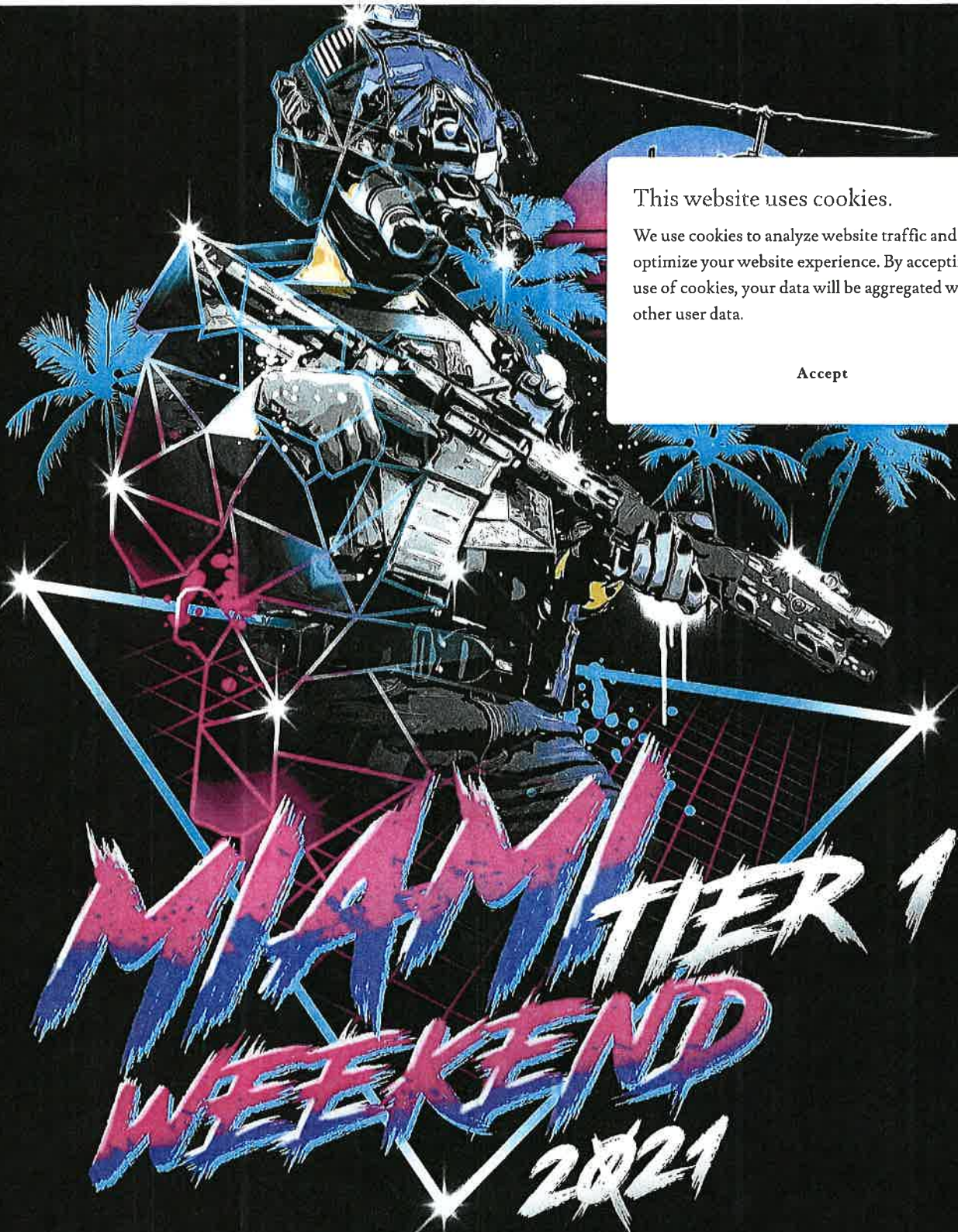
Admission for one to this years Miami Tier 1 Weekend Training Seminar. Including courses with Ronin Tactics, TTOG, Rogue Methods, Instructor Zee and War Hogg Tactical. (2) Catered lunches and (2) dinners with special key note speakers Nick Lavery & Tu Lam.

MIAMI'S TIER 1 WEEKEND DECEMBER 10-12, 2021

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We use cookies to analyze website traffic and optimize your website experience. By accepting our use of cookies, your data will be aggregated with all other user data.

Accept



MIAMI'S TIER 1 WEEKEND DECEMBER 10-12, 2021

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We use cookies to analyze website traffic and optimize your website experience. By accepting our use of cookies, your data will be aggregated with all other user data.

Accept

Miami Tier 1 Weekend - Level 1 Pricing
\$1,750.00

Night Vision
\$275.00

[View All Products](#)

SCHEDULE OF EVENTS

12/10/2021

Intro Dinner - Keynote Speaker Nick Lavery

7pm - 11pm

Come enjoy a catered dinner and the opportunity to meet and greet your Cadre for the weekend. Silver Star recipient Chief Warrant Office Nick Lavery will be speaking to the group after dinner about his mindset on perseverance and resiliency.

Homestead Training Center

[Event Details](#)

12/11/2021

Range Day 1

9am - 7pm

Take to the range and train with the nations best. Students will be split into three teams and have an opportunity to train with three of ou...

Homestead Training Center

[Event Details](#)

12/11/2021

Dinner - Key Note Speaker

8pm - 11pm

Come relax and hang out amongst your teammates while enjoying dinner and discussing the days training. Following dinner we will present a sp...

Homestead Training Center

MIAMI'S TIER 1 WEEKEND DECEMBER 10-12, 2021

12/12/2021

Range Day 2

9am - 7pm

Hit the range for a second intense day of training with the industries best special operations instructors. The three teams will train with ...

Homestead Training Center

[Event Details](#)

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12/12/2021

NVG Shoot

Sharpen your skills after dark. Limited spots avail:

[Accept](#)

INSTAGRAM

[Follow me on Instagram](#)

CONTACT US



MIAMI'S TIER 1 WEEKEND DECEMBER 10-12, 2021

Name

Email*

Message

Send

Accept

This site is protected by reCAPTCHA and the Google [Privacy Policy](#) and [Terms of Service](#) apply.

Do you have questions or comments about the event? Do you need special accommodations? Send us a message, and we will get back to you as soon as we can.

Miami Tier 1 Weekend

Homestead Training Center, 11700 SW 304 St, Homestead, Florida 33033, United States

[📍 Get directions](#)

[FAQ](#) [Hotel Info](#) [Vendors](#)

Miami Tier 1 Weekend

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12/10/21

Tanya McBrien

From: Courtyard By Marriott Reservations <reservations@res-marriott.com>
Sent: Monday, November 22, 2021 11:15 AM
To: Tanya McBrien
Subject: Reservation Confirmation #88119613 for Courtyard Miami Homestead

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

[ENHANCE YOUR STAY](#) | [SUMMARY OF CHARGES](#) | [CONTACT US](#)

Our Top Priority — Our Guests: [COVID-19 update and cancellation policy](#).



Thank you for booking with us, Cliff Graves.

You're ready to move forward.

Thu, Dec 09, 2021 – Mon, Dec 13, 2021

Confirmation Number: 88119613



Check-In: Thursday, December 9, 2021 03:00 PM

Check-Out: Monday, December 13, 2021 11:00 AM

Number of rooms 1 Room

Guests per room 1 Adult

Guarantee Method Credit Card Guarantee, Visa

Total for Stay (all rooms) 678.37 USD

Room 1

Room Type › Guest room, 1 King, Sofa bed

Guaranteed Requests:

None

ALL REQUESTS ›

[Modify or Cancel Reservation](#)

Important Information About Your Stay

COURTYARD

BY MARRIOTT



Our passion is to help you follow yours

From comfortable beds to smartly designed workspaces, Courtyard has everything you need to move forward.

Summary Of Charges

Thursday, December 9, 2021 – Friday, December 10, 2021

1 Night at 132.05 USD per night per room

State Government Rate

Friday, December 10, 2021 – Sunday, December 12, 2021

2 Nights at 170.05 USD per night per room

State Government Rate

Sunday, December 12, 2021 – Monday, December 13, 2021

1 Night at 122.55 USD per night per room

State Government Rate

Taxes & Fees (per night per room)

Estimated Government Taxes & Fees 20.92 USD

Totals

Total for Stay (all rooms) 678.37 USD

Other Charges

Complimentary on-site parking

Rate Details & Cancellation Policy

- **You may cancel your reservation for no charge before 11:59 PM local hotel time on Tuesday, December 7, 2021 (2 day[s] before arrival).**
- Please note that we will assess a fee of 150.62 USD if you must cancel after this deadline.
- Please be prepared to show proof of eligibility for your rate (such as a membership card, corporate or government identification card, or proof of your age).
- Please note that a change in the length or dates of your reservation may result in a rate change.

Rate Guarantee Limitation(s)

- Changes in taxes or fees implemented after booking will affect the total room price.

Additional Information

- Upon check-in an authorization request will be placed on your credit or debit card (where accepted) in an amount equal to the cost of the room, tax and incidental charges for the length of your stay (up to seven nights). If your stay exceeds seven nights, an additional authorization may be requested for the entire amount of your stay (room, tax and incidentals). Upon check-out, your payment card will be charged for the actual amount incurred during your stay.

Enjoy instant benefits because you booked directly with
US



Member Rates



Free Wi-Fi



Mobile Check-In

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Phone Numbers

Call 1-800-321-2211 in the US and Canada

For everywhere else, call our [Worldwide Telephone Numbers](#)

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MARRIOTT PROPRIETARY INFORMATION

Courtyard Miami Homestead

2905 NE 9th Street
Homestead, Florida 33033 USA

Phone: +1 305-257-4333

Fax: +1 305-257-4344

Arrival Information

Check-in and Check-out

Check-in: 3:00 PM

Check-out: 11:00 AM

Parking

Complimentary on-site parking

Pet Policy

Pets not allowed

Services & Amenities

All public areas non-smoking
Coffee/tea in-room
Concierge desk
Foreign exchange, nearby
Hot breakfast, fee from: 12.50 USD
Laundry on-site, coin operated
Newspaper in lobby
Valet dry-cleaning

Internet Access

Guest rooms: Wireless, Wired

Enhanced High Speed: Video chat, download large files + stream video for 4.95 USD/day

Lobby and public areas: Complimentary Wireless

Meeting rooms: Wireless, Wired

Property Details

5 floors, 96 rooms, 4 suites

1 meeting room, 966 sq ft of total meeting space

Smoke-free Policy

This hotel has a smoke-free policy

Guest Room Information

General Room Amenities

Air conditioning
Alarm clock
Bottled water: Fee
Coffee maker/tea service
Crib/Play Yard
Individual climate control
Iron and ironing board
Mini fridge
Pillows: down/feather
Pillows: foam
Pull-out sofa bed
Rollaway bed

Bathroom Amenities

Bathroom amenities
Hair dryer

Room Entertainment

Cable channel: CNN
Cable channel: ESPN
Cable channel: HBO
Cable/satellite TV
Color TV

Business Amenities

Electrical outlet: desk level
Phone feature: voice mail

Kitchen Amenities

Microwave oven

Dining

Breakfast

Continental breakfast, fee from 10.00 USD

Full American breakfast, fee from 18.00 USD

AMERICAN

The Bistro – Eat. Drink. Connect.®

Your food and beverage destination for refreshing breakfast choices in the morning, and a variety of dinner and cocktail options in the evening. The Bistro also offers specialty beverages made with Starbucks® coffee to help you get a jump on the day.

Open for breakfast Dress code: Casual

Fitness & Recreation

Activities

- Boating (25 mles)
- Bowling (25 mles)
- Hiking (5 mles)
- Horseback rlding (6 mles)
- Jet-skling (25 mles)
- Jogging/fitness trall (5 mles)
- Kayaking (5 mles)
- Scuba diving (5 mles)
- Snorkelling (5 mles)
- Volleyball (5 mles)
- Water-skling (25 mles)
- Nature preserve, trall (5 mles)
- Surfling (25 mles)

Fitness

Fitness center on-site

Swimming

Outdoor pool

Golf

- Doral Golf Resort & Spa (30.9 mles)
- Killians Green Golf Club (18.7 mles)
- Miccosukee Golf & Country Club (23.1 mles)
- Redland Golf and Country Club (5.8 miles)
- Palmetto Golf Course (16.7 mles)
- Briar Bay Golf Course (17 mles)

Local Attractions

Homestead-Miami Speedway
One Ralph Sanchez Speedway Blvd.

Biscayne National Park
9700 SW 328 Street

Everglades National Park - Ernest Coe Visitor Center
40001 State Road 9336

John Pennekamp Coral Reef State Park
102601 Overseas Highway

Coral Castle
28655 South Dixie Highway

Schnebly Redland's Winery
30205 SW 217th Avenue

Everglades Alligator Farm
40351 SW 192 Avenue

Zoo Miami
12400 SW 152nd Street

South Miami Dade Cultural Arts Center
10950 SW 211th Street

Harris Field Park
1034 NE 8th Street

Florida Keys Outlet Center
250 East Palm Drive

Southland Mall
20505 S. Dixie Highway

Cauley Square Historic Village
22400 Old Dixie Highway

Robert is Here Farm Stand
19200 SW 344 Street

Fruit & Spice Park
24801 SW 187th Street

Monkey Jungle
14805 SW 216th Street

Safari Adventure
23700 SW 142nd Ave.

Everglades Outpost
35601 SW 192nd Ave.

Everglades National Park - Flamingo Visitors Center
Penny and Larry Thompson Park

Airport Information

Fort Lauderdale-Hollywood International Airport (FLL)

Airport Phone: +1 954-359-1200
Hotel direction: 60 miles S

This hotel does not provide shuttle service.

- Alternate transportation: Super Shuttle; fee: 85 USD (one way)
- Estimated taxi fare: 75 USD (one way)

Driving directions

1. Start out going west on Terminal Dr toward S Service Rd.2. Merge onto I-595 W toward I-95.3. Take the Florida's Turnpike / FL-84 / US-441 exit, EXIT 8&9A-B, toward Orlando / Miami.4. Keep left at the fork in the ramp.5. Keep left at the fork in the ramp.6. Keep left to take the Florida's Turnpike S ramp toward Miami.7. Merge onto FL-91 S / Florida's Tpke S (Portions toll).8. Merge onto FL-821 S / Florida's Tpke S toward Homestead (Portions toll).9. Take the Campbell Dr exit, EXIT 2, toward Homestead.10. Keep right to take the ramp toward Foreign Trade Zone / Motorsports And Stadium Complex.11. Merge onto NE 8th St.13. Enter next roundabout and take the 2nd exit onto NE 9th St.14. 2905 NE 9TH ST is on the right. 2905 NE 9th St, Homestead, FL 33033-5502

Miami International Airport (MIA)

Airport Phone: +1 305-876-7000
Hotel direction: 35 miles S

This hotel does not provide shuttle service.

- Alternate transportation: Super Shuttle; fee: 50 USD (one way) ;reservation required
- Estimated taxi fare: 100 USD (one way)

Driving directions

1. Start out going south on FL-953 / NW 42nd Ave.2. Merge onto FL-836 W (Portions toll).3. FL-836 W becomes FL-821 S / Florida's Tpke S (Portions toll).4. Take the Campbell Dr exit, EXIT 2, toward Homestead.5. Keep right to take the ramp toward Foreign Trade Zone / Motorsports And Stadium Complex.6. Merge onto NE 8th St.7. Turn left onto NE 30th Ave.8. Enter next roundabout and take the 2nd exit onto NE 9th St.9. 2905 NE 9TH STREET is on the right

Business Services

- Copy service
- Fax service
- Messenger service

- Network/Internet printing
- Overnight delivery/pickup
- Post/parcel

Accessibility

For more information about the physical features of our accessible rooms, common areas, or special services relating to a specific disability, please call +1 305-257-4333.

Accessible Areas with Accessible Routes from Public Entrance

Business Center
Concierge desk
Fitness Center
Meeting spaces and ballrooms
Pool accessible
Pool pathway
Public entrance alternative
Public restrooms
Registration Desk Pathway
Registration desk
Restaurant(s)/Lounge(s)

Accessible Hotel Features

Accessible Self-parking
Braille and tactile signage provided for permanent rooms and spaces
Hotel employees will read printed/visual information to guests who are blind/low vision and provide oral directions to hotel locations
Self-parking facility, van-accessible spaces
Self-parking, accessible spaces
Service animals are welcome
Valet parking for vehicles outfitted for drivers in wheelchairs
Elevators

Guest Room Accessibility

Accessible guest rooms with 32" wide doorways
Accessible route from public entrance to accessible guest rooms
Alarm clock telephone ringers
Bathroom grab bars
Bathtub grab bars
Bathtub seat
Deadbolt locks, lowered
Door night guards, lowered
Doors with lever handles
Electrical outlets, lowered
Flashing door knockers
Hearing accessible rooms and/or kits
No transfer showers available
Roll-in shower
Shower wand, adjustable
TTY/TTD available
TV with close-captioning
Toilet seat at wheelchair height
Vanities, accessible
Viewports, lowered

Check Room Rates & Availability



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[EXPLORE JOBS](#) 



U.S. General Services Administration

FY 2022 Per Diem Rates for ZIP 33033

Meals & Incidentals (M&IE) Breakdown

Primary Destination	County	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & LastDay of Travel
Miami	Miami- Dade	\$69	\$16	\$17	\$31	\$5	\$51.75



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Patricia Smith, City Attorney

DATE: 12/2/2021

RE: Consideration of travel and training for specified City employees (City Attorney's Office).

I request authorization for Deputy City Attorney Jill Jacobs to attend the 75th Annual Workers' Compensation Educational Conference- 32nd Annual Safety & Health Conference held December 12-15, 2021 at the Orlando World Center Marriott. The registration fee is \$380, hotel \$591, parking \$105, mileage \$91.06, and per diem \$190 for an estimated total of \$1,357.06.

REQUESTING DEPARTMENT:

City Attorney's Office

FISCAL IMPACT:

Funds are available in Account number 512-1425-519-4001.

RECOMMENDATION:

Motion to approve travel and training for the City Attorney's Office.

ATTACHMENTS:

Description

2021 Program

Better Together

*75th Annual
Workers' Compensation
Educational Conference
32nd Annual Safety & Health Conference*

*December 12 - 15, 2021
The Orlando World Center Marriott*

*General Chair
James N. McConnaughay*



Workers'
Compensation
Institute

*Program Chair
Steven A. Rissman*

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Conference Registration Form

Name _____

Company Name (as you wish it to appear on name badge) _____

Title _____

Business Mailing Address _____

City _____

State _____

Zip Code _____

Telephone Number _____

Fax Number _____

Email Address _____

Adjuster License Number _____

Agent/Broker License Number _____

Medical/Rehab License Number _____

Attorney Bar Number _____

What position do you hold?

- | | |
|--|--|
| <input type="checkbox"/> Judiciary | <input type="checkbox"/> Broker |
| <input type="checkbox"/> Paralegal | <input type="checkbox"/> Personnel/Human Resources |
| <input type="checkbox"/> Risk Manager | <input type="checkbox"/> Vocational Rehabilitation |
| <input type="checkbox"/> Safety | <input type="checkbox"/> Injured Employee's Attorney |
| <input type="checkbox"/> Employer | <input type="checkbox"/> Employer/Carrier Attorney |
| <input type="checkbox"/> Cyber Security Specialist | <input type="checkbox"/> Adjuster |
| <input type="checkbox"/> Insurance Agent | <input type="checkbox"/> Nurse/Case Manager |

- | |
|--|
| <input type="checkbox"/> PEO |
| <input type="checkbox"/> Staff Leasing |
| <input type="checkbox"/> Physical Therapist |
| <input type="checkbox"/> Mediator |
| <input type="checkbox"/> Healthcare Provider - Specialty _____ |
| <input type="checkbox"/> Regulator, State of _____ |
| <input type="checkbox"/> Other (Designate) _____ |

PLEASE SELECT REGISTRATION OPTIONS:

TOTALS:

- ☐ **Conference** I have enclosed a check; or authorize WCI to charge my credit card \$380 for pre-registration before November 12, 2021 or \$410.00 if received after November 12. NO REFUNDS ISSUED AFTER NOVEMBER 26, 2021. ALL REQUESTS FOR REFUNDS MUST BE IN WRITING, VIA EMAIL OR FAX.

\$ _____

- ☐ **Pre-Registration Required Offerings** (There is no additional fee for conference registrants for these sessions. **Pre-registration required.**)

- | |
|--|
| <input type="checkbox"/> OSHA General Industry 10-Hour Course ~ Class size is limited. |
| <input type="checkbox"/> Professional Mediation Conference |
| <input type="checkbox"/> NIOSH Regional Seminar |
| <input type="checkbox"/> Alliance of Women in Workers' Compensation |
| <input type="checkbox"/> Diversity, Equality and Inclusion Breakout Session |

- ☐ **WCI® Prayer Breakfast** I have enclosed a check; or authorize WCI to charge my credit card \$60 for registration.

\$ _____

- ☐ **2021 Florida Workers' Compensation Reference Manual** (printed publication, not included in registration fee) I have enclosed a check; or authorize WCI® to charge my credit card \$80.00 per book for Conference registrants; or \$160 per book for non-registrants. Pre-ordered books will be available for pickup on-site at the Conference for registrants.

\$ _____

- ☐ **Give Kids The World Gala** I have enclosed a check payable to WCI; or authorize WCI to charge my credit card:

\$ _____

- ☐ Ticket @ \$75 each ☐ Child Ticket (12 and under) @ \$25 each

(Refer to www.wci360.com for sponsorship opportunities.)

Kids' Chance Golf Tournament To register for the golf tournament please visit www.wci360.com/golf.

Grand
Total Due \$ _____

PLEASE SELECT PAYMENT TYPE:

- ☐ Check (Payable to WCI®) ☐ Visa  ☐ Mastercard  ☐ American Express  ☐ Discover 

To pay using credit card (Visa, Mastercard, American Express or Discover, only) please complete the following information:

Credit Card Number _____

Expiration Date _____

CVV _____

Signature _____

MAIL THIS FORM TO:

Workers' Compensation Institute
P.O. Box 200, Tallahassee, FL 32302-0200
or 2846 Remington Green Circle, Ste. A, Tallahassee, FL 32308
Phone 850.425.8156 Fax 850.521.0222
Or Email To: shirley@wci360.com
(Federal Tax I.D. No.: 59-2846608)
REGISTER ONLINE AT WWW.WCI360.COM

Deadline for inclusion in Attendees Roster - November 5, 2021

Deadline for pre-registration rate of \$380 - November 12, 2021

Deadline for refund of registration fee - November 26, 2021

On-Site registration fee at the Conference or registration fee if received after November 12, 2021 is \$410.

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National Workers' Compensation Judiciary College (Day 1)

Presented by The National Association of Workers' Compensation
Judiciary, Inc. (NAWCJ)



Separate registration required.

**Registration Is Required To Attend
The National Workers' Compensation
Judiciary College. See www.nawcj.org.**

You Must Be An Adjudicator or Regulator To Attend.

8:00 – 5:00 pm Grand Ballrooms 4-6
Convention Level

(Day 2 of this program is on Tuesday, December 14, 2021 beginning at 8:45 am in Grand Ballrooms 4-6) See page 67. Day 3 of this program is on Wednesday, December 15, 2021 beginning at 9:00 am in Hall of Cities – New York & New Orleans. See page 84.)

8:00 – 8:50 am Registration and Information

8:50 – 9:00 am Welcome and Introductions

9:00 – 10:00 am Evidence For Judges – Hearsay

Speaker:
Professor Emeritus Charles W. Ehrhardt
Florida State University School of Law
Tallahassee, FL

During workers' compensation trials, attorneys often raise hearsay objections to the admissibility of documentary evidence. Although many jurisdictions are not subject to formal rules of evidence, others are, and most apply some standard to screen unreliable hearsay. Thus, the intent, basis, and purpose behind the hearsay rule and its exceptions are important knowledge for adjudicators. Professor Ehrhardt will discuss the history behind the rule and its purpose. He will also explain the most frequent hearsay objections raised in workers' compensation cases and best practices for adjudicators when addressing timely objections.

10:00 – 10:50 am Post-Traumatic Stress Disorder

Panel:
Dr. Deborah Beidel
University of Central Florida
Orlando, FL

Jill Jacobs, Attorney
City of Palm Bay, City Attorney's Office
Palm Bay, FL

Post-traumatic Stress Disorder is an increasingly common condition affecting both military and first responders in the United States. Many jurisdictions are beginning to establish public policy for the compensability and treatment of this condition for first responders. Florida enacted its first PTSD bill covering first responders following the Pulse night club shooting in Orlando. The bill establishes not only grounds for compensability and treatment of this condition but also provides for employer training so PTSD can be detected earlier and treated more effectively. This presentation will assist adjudicators in understanding the developing law and science behind PTSD.

10:50 – 11:00 am Break

11:00 – 12:00 pm Our Judicial Ethical Guides

Panel:
Honorable Melody James
South Carolina Workers' Compensation
Commission
Columbia, SC

Honorable Linda Hamilton
Workers' Compensation Board of Indiana
Fort Wayne, IN

Honorable David Langham
Florida Office of Judges of Compensation
Claims
Division of Administrative Hearings
Pensacola, FL

The ABA Model Code of Judicial Conduct has been with us for almost a century. The ethical standards have been readily adopted in various forms by the states, providing guidance for the judiciary. The application of those standards to executive branch judges has been a matter of discussion and debate. Some jurisdictions apply their code statutorily, others regulatorily, and still others decline to apply it. The ABA has recently worked to provide an alternative code specifically for administrative judges. Where can you look for guidance when the ethical issues present?

**12:00 – 12:50 pm Lunch (provided) and
Annual Business Meeting**

Grand Ballroom 1 & 2
Convention Level

Breakout for Attorneys

8:00 – 8:45 am Alumni Breakfast

Florida State University, College of Law

Hall of Cities - Boston
Convention Level

9:30 – 4:15 pm Crystal Ballroom M Convention Level (Entrance to J2)

Program Director:

Geoffrey Bichler, *Attorney*
Bichler & Longo, PLLC
Maitland, FL

Program Moderator:

Paolo Longo, *Attorney*
Bichler & Longo, PLLC
Maitland, FL

9:30 – 11:00 am Strategy Session: Hot Topics

Course #1500

Moderator:

Stuart F. Suskin, *Attorney and Mediator*
Stuart F. Suskin Mediation
Gainesville, FL

Panel:

Michael J. Winer, *Attorney*
Law Offices of Michael J. Winer
Tampa, FL

William H. Rogner, *Attorney*
HR Law
Winter Park, FL

Glen D. Wieland, *Attorney*
Wieland & DeLattre, PA
Orlando, FL

Dawn R. Traverso, *Attorney*
Eraclides Gelman
Aventura, FL

The Hot Topics for Attorneys Breakout is one of the most popular breakouts at the WCEC. Each year, this prominent panel discusses the most important and controversial case law decided by the appellate courts and the most relevant amendments to the law enacted by the Legislature. The interaction among the panel, comprised of four of the leading experts in the state, representing both the claimant and defense, always promises to be lively, interesting, informative, and entertaining. This program should not be missed by any attorney or claims adjuster who specializes in workers' compensation litigation.

11:00 – 11:15 am Break

11:15 – 12:15 pm

Course #1501

Ethical Considerations in Workers' Compensation Claims Handling

Moderator:

William A. Juliachs, *Attorney*
Senior Assistant City Attorney
City of Miami
Miami, FL

Panel:

Suzanne Gorowitz, *Attorney*
Sadow & Gorowitz, PA
Miami, FL

Honorable Charles M. Hill, III, (Ret.)
The Mediation Group
Miami, FL

Sean O'Connor, *Attorney*
McConnaughay, Coonrod, Pope, Weaver
& Stern, PA
Gainesville, FL

Ricardo Morales, *Attorney*
Law Office of Ricardo Morales, PLC
Miami, FL

This learned panel composed of practicing attorneys and a retired judge will discuss the principles of conduct required of all members of the legal profession. Panelists will provide solutions for some of today's ethical dilemmas employing professional responsibility.

12:15 – 2:15 pm Lunch (on your own)

Purchase lunch in the Exhibit Hall. Visit the "Comp Time" Diner... grab & go, or sit and network with clients and exhibitors!

2:15 – 3:15 pm

Course #1502

The Workers' Compensation Practice of Law From the Judicial Perspective

Panel:

Honorable Jeffrey I. Jacobs
Office of Judges of Compensation Claims
Miami, FL

Honorable Jacquelyn Lewis Newman
Office of Judges of Compensation Claims
Tallahassee, FL

Honorable Carol J. Stephenson
Office of Judges of Compensation Claims
West Palm Beach, FL

Honorable Jonathan Walker
Office of Judges of Compensation Claims
Pensacola, FL

The panel of Judges of Compensation Claims will have an open and honest discussion of the most recent and relevant matters confronting practitioners. Some of these topics will include claims for medical benefits, consensus independent medical examinations, expert medical advisors, emergency medical conferences, and diagnostic testing. While the judges are unable to provide any advisory opinions, they can offer advice to the practitioner on presenting certain issues using correct procedures during hearings.

Breakout on Medical Issues

9:00 – 12:15 pm Crystal Ballroom C
Convention Level
(Entrance to G2)

Program Moderator:
Nat Levine
Independent Medical Consultant
Tamarac, FL

9:00 – 10:00 am **Taking a Bite Out of Dental Injuries**
Course #2800

Panel:
Patrick Fitzgerald, DMD, FICOI
EZ Comp Care
Gainesville, FL

Carlos A. De Bruzos, DMD
EZ Comp Care
Gainesville, FL

Finally, a complete guide in the assessment and care of dental trauma and facial injuries. Did you know for example that there are four types of fractured teeth? Do all fractures need crowns? Can “lost” teeth be saved? Attend this session and be educated.

10:00 – 10:15 am **Break**

10:15 – 11:15 am **I’m Not a Punching Bag:
Workplace Violence and Costs**
Course #2801

Panel:
Michael Bunte, CWC
Claim Closure Project Manager
AON
Tampa, FL

Stephen Rios
Chief Sales and Marketing Officer
ION PT Network
Atlanta, GA

Miranda Kofeldt, PhD
Clinical Director
Ascellus Behavioral Health
St. Petersburg, FL

Historically, school bus drivers were in the news as the recipients of beatings administered by students and parents. Gun violence is in the news every day. Lawsuits abound against school districts and other employers, regardless of size. Can policies and procedures be instituted to decrease the exposure to employers and carriers? Listen to an actual eye-witness account of public violence!

11:15 – 12:15 pm **“Getting the Upper Hand” -
A Course in Soft Tissue Injuries
of the Hand**
Course #2802

Speaker:
Thomas J. Zaydon, Jr., MD
Plastic Surgery Institute of Miami
Miami, FL

Upper extremity injuries collectively account for millions of restricted activity days and days of absence in the workplace. The total economic impact is enormous. You will learn the anatomy of the hand and how it’s properly examined. Infections, along with skin, nerve and tendon injuries will be covered. You will also be taught what types of injuries require referral to a specialist. It’s time for you to get the upper hand – don’t miss this one!



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Terese Jones, City Clerk

DATE: 12/2/2021

RE: Councilmember appointments to the Charter Review Commission.

Each member of Council was asked to be prepared to appoint two (2) individuals to the Charter Review Commission (CRC) at tonight's meeting. Immediately following this item, Council will also appoint two (2) members to the CRC to serve 'at-large' due to the vacancy of Seat 5.

The organizational meeting of the CRC will likely be scheduled in January. The CRC will meet for several months to review and recommend revisions to the Charter. Afterwards, the revisions will be submitted to Council for its review. Any revisions to the Charter will be placed on the November 2022 ballot for the electorate's consideration.

REQUESTING DEPARTMENT:
Legislative

FISCAL IMPACT:
None

RECOMMENDATION:
Request for each councilmember to appoint two (2) individuals to the Charter Review Commission.



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Terese Jones, City Clerk

DATE: 12/2/2021

RE: Appointment of two (2) members to the Charter Review Commission (represents 'at-large' positions).

As you may recall, Section 9.01 of the City Charter establishes provisions for the appointment of a Charter Review Commission after receipt of the results of the federal decennial census.

The Commission shall consist of not less than ten (10) members. Due to the vacancy on City Council, the remaining two (2) individuals would be appointed to serve 'at-large'.

The vacancies have been announced at the last two (2) regular Council meetings and applications solicited for same. The following applications have been received:

Nathan White
1301 Seabreeze Street, SW 32908

Aaron Parr
1360 Kanab Avenue, NW 32907

Carmin Vitale
2183 Thames Road, SE 32909

Khalilah "Kay" Maragh
2911 Firwood Avenue, SE 32909

Randall Olszewski
348 Brookedge Street, NE 32907

REQUESTING DEPARTMENT:
Legislative

FISCAL IMPACT:
None

RECOMMENDATION:

Motion to approve the appointment of two (2) members to serve 'at-large' on the Charter Review Commission.

ATTACHMENTS:

Description

Nathan White

Aaron Parr

Carmine Vitale

Khalilah "Kay" Maragh

Randall Olszewski

**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?* 30 Years 5 Months

How long have you been a resident of Brevard County? 30 Years 5 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: Question too vague

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: Charter Review
Full Name: Aaron Parr
Home Address: 1360 Kanab Ave NW
City: Palm Bay Zip Code: 32907
Telephone Number: 321-474-1576 Fax Number:
Email Address: parrate@gmail.com

EMPLOYMENT

Employer: Brevard Public Schools/Bayside High Occupation: Teacher
Address: 1901 Degroot Rd SW
City: Palm Bay State: FL Zip Code: 32907
Telephone Number: 321-474-1576/321-956-5000 Fax Number:
Email Address: parr.aaron@brevardschools.org
Job Responsibilities: Teacher/Asst AD/Athletic Trainer

EDUCATION

High School Name: West High School
Location: Knoxville, TN Years Completed: 4 Major/Degree: Diploma
College Business or Trade School: Carson Newman College
Location: Jefferson City, TN Years Completed: 4 Major/Degree: BS
Professional School: Marshall University
Location: Huntington, WV Years Completed: 2 Major/Degree: MS
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?

9

 Years

8

 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):*

Citizen Budget Advisory Board & BCRA

Have you previously served on a City board(s)? ☒ Yes ☐ No *If yes, please list board(s):*

Citizen Budget Advisory Board & BCRA

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? Travel, live entertainment, living life up w/
wife and family.

Why do you want to serve on this board / committee? I have a passion for our
City and truly want to help us to keep moving in
the right direction to make Palm Bay the best it can be.

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 / white Gender: Male Physically Disabled: ☐

APPLICATION CERTIFICATION

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<http://www.ethics.state.fl.us>
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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: 11/12/2021

Mail the application to:
City of Palm Bay
Office of the City Clerk
120 Malabar Road, SE
Palm Bay, Florida 32907

Fax the application to:
321-953-8971

SUBMIT FORM

**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: Charter Review
Full Name: Carmine Vitale
Home Address: 2183 Thames Rd SE
City: Palm Bay Zip Code: 32909
Telephone Number: 516-473-5662 Fax Number:
Email Address: Q10sanman@gmail.com

EMPLOYMENT

Employer: NYC Sanitation - Retired Occupation:
Address:
City: State: Zip Code:
Telephone Number: Fax Number:
Email Address:
Job Responsibilities:

EDUCATION

High School Name: Thomas Edison HS
Location: Jamaica, NY Years Completed: 4 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?* 8 Years 2 Months

How long have you been a resident of Brevard County? 8 Years 2 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?

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

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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:

Digitally signed by 975d62d2-413d-4267-a596-9e7f2b476f83
Date: 2021.11.05 10:47:41 -04'00'

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: Charter Review Committee
Full Name: Khalilah "Kay" Maragh
Home Address: 2911 Firwood Ave SE
City: Palm Bay Zip Code: 32909
Telephone Number: 321-914-9077 Fax Number:
Email Address: KayMaragh1@gmail.com

EMPLOYMENT

Employer: BHHS Results Realty Occupation: Real Estate Agent
Address: 601 E. Strawbridge Avenue
City: Melbourne State: FL Zip Code: 32901
Telephone Number: 407-498-3838 Fax Number:
Email Address: tstgordon@myfloridamove.com
Job Responsibilities: Assist customer with Real Estate purchases

EDUCATION

High School Name: Ferncourt High School
Location: Claremont, Jamaica WI Years Completed: 5 Major/Degree: Diploma
College Business or Trade School: Moneague College
Location: Moneague, Jamaica WI Years Completed: 2 Major/Degree: Business Admin.
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?* 10 Years 5 Months

How long have you been a resident of Brevard County? 12 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):*

PLANNING & ZONING and COMMUNITY DEVELOPMENT ADVISORY BOARD

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?

Why do you want to serve on this board / committee?

city.

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

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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:

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: Charter Review Committee
 Full Name: Randall Olszewski
 Home Address: 348 Brookedge St NE
 City: Palm Bay Zip Code: 32907
 Telephone Number: 321-634-2538 Fax Number:
 Email Address: reoleo13@gmail.com

EMPLOYMENT

Employer: Ford Motor Company Occupation: Experience Manager
 Address: 1320 S Babcock St
 City: Melbourne State: FL Zip Code: 32935
 Telephone Number: Fax Number:
 Email Address:
 Job Responsibilities: Automotive manufacture field representative

EDUCATION

High School Name: Palm Bay High School
 Location: Melbourne FL Years Completed: 4 Major/Degree: Diploma
 College Business or Trade School: Florida State University
 Location: Tallahassee, FL Years Completed: 4 Major/Degree: Political Science
 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 0 Months

How long have you been a resident of Brevard County? 11 Years 0 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):*

Citizens Budget Advisory Board; Recreation Advisory Board

Have you previously served on a City board(s)? ☒ Yes ☐ No *If yes, please list board(s):*

Sustainability Advisory Board

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? Cars, Running, Outdoor recreation, community development and growth

Why do you want to serve on this board / committee? To ensure the City Charter sets the city on a course for long term growth and sustainability both naturally and fiscally

Section 760.80, Florida Statutes, requires certain information on statutorily created boards to be filed on an annual basis. Please complete the following.

Race: White

Gender: Male

Physically Disabled: ☐

APPLICATION CERTIFICATION

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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: 11/23/2021

Mail the application to:
City of Palm Bay
Office of the City Clerk
120 Malabar Road, SE
Palm Bay, Florida 32907

Fax the application to:
321-953-8971

SUBMIT FORM



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Terese Jones, City Clerk

DATE: 12/2/2021

RE: Consideration of scheduling a special meeting for December 2021.

Staff would like to schedule a special meeting on Thursday, December 9, 2021, at 6:00 P.M. for follow up discussion regarding American Rescue Plan Act funds.

The matter is presented to Council for consideration at tonight's meeting. If you should have any questions, please advise.

REQUESTING DEPARTMENT:

Legislative

FISCAL IMPACT:

None

RECOMMENDATION:

Request for consensus to schedule the special meeting as requested.