



President
ROB MEDINA

Vice-President
KENNY JOHNSON

Members
RANDY FOSTER
DONNY FELIX

120 Malabar Road, SE - Palm Bay, FL 32907
(321-952-3400)
www.palmbayflorida.org

AGENDA

SPECIAL MEETING

PALM BAY MUNICIPAL FOUNDATION, INC.

THURSDAY

January 6, 2022 – 6:00 P.M.

City Hall Council Chambers

CALL TO ORDER:

ROLL CALL:

BUSINESS:

1. Consideration of a listing agreement with Ellingson Properties, LLC for the sale of 1640 Westlund Avenue SE.
2. Consideration of two proposals related to funding for a cold night shelter.
3. Appointment of four (4) members to the Disaster Relief Committee.

ADJOURNMENT:

In accordance with the Americans with Disabilities Act, persons needing special accommodations for this meeting shall 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.

THIS MEETING IS BROADCAST LIVE ON THE CITY'S WEBSITE



MEMORANDUM

TO: Palm Bay Municipal Foundation, Inc. Board of Directors

FROM: Larry Wojciechowski, Treasurer

DATE: January 6, 2022

RE: Consideration of a property listing agreement with Ellingson Properties, LLC for the sale of 1640 Westlund Avenue SE

SUMMARY:

On September 3, 2015, a 0.23-acre vacant unimproved parcel zoned RS-2 located at 1640 Westlund Avenue SE was donated by Warranty Deed to the Palm Bay Municipal Foundation by Gerald Eisner for the sum of ten dollars (\$10.00) and recorded with Brevard County Clerk of Courts on October 22, 2015 (OR BK 7478, Page 1264).

For the Board's consideration, please find attached the property sale listing agreement between Palm Bay Municipal Foundation (seller) and Ellingson Properties, LLC, a real estate broker located in Rockledge, Florida. Ellingson Properties is the City's contracted residential real estate broker. The listing agreement suggests that the property be listed for sale at \$25,000. The listing agreement provides that the broker shall be entitled to 50 percent of all deposits that the Seller retains for a buyer's default in a transaction. It also provides that the Broker is entitled to 2.5 percent of the purchase price for both single-agent or transactional brokerage. Additional Terms of the listing agreements provides that the property will be listed on before 10 days of execution of the agreement and is effective for a period of one year from execution or until the property is sold.

Also provided is the Comparable Market Analysis (CMA) conducted by Jenny Walker, real estate associate of Ellingson Properties, and provides a comparison of the subject property to five properties. Ms. Walker provides a CMA value of \$22,280 for the subject property located at 1640 Westlund Avenue SE, with a suggested list price of \$25,000 to be reduced to \$23,000 after 30 days if no purchase offers are received.

REQUESTING DEPARTMENT(S):

City Manager's Office; Finance Department

FISCAL IMPACT:

Upon the successful sale of the Foundation-owned parcel located at 1640 Westlund Avenue SE, all sale proceeds shall be deposited into Palm Bay Municipal Foundation (Fund #103).

RECOMMENDATION:

Motion to authorize the President of the Palm Bay Municipal Foundation to execute a listing agreement for the sale of property located at 1640 Westlund Avenue SE and to bring back all purchase offers for further consideration by the Board.

Attachments:

- 1) Vacant Land Listing Agreement (1640 Westlund Avenue SE)
- 2) Comparable Market Analysis (1640 Westlund Avenue SE)

Vacant Land Listing Agreement



This Exclusive Right of Sale Listing Agreement ("Agreement") is between

Palm Bay Municipal Foundation, Inc.

("Seller")

and Ellingson Properties, LLC

("Broker").

1. Authority to Sell Property: Seller gives Broker the EXCLUSIVE RIGHT TO SELL the real and personal property (collectively "Property") described below, at the price and terms described below, beginning See section 14 and terminating at 11:59 p.m. on See section 14 ("Termination Date"). Upon full execution of a contract for sale and purchase of the Property, all rights and obligations of this Agreement will automatically extend through the date of the actual closing of the sales contract. Seller and Broker acknowledge that this Agreement does not guarantee a sale. This Property will be offered to any person without regard to race, color, religion, sex, handicap, familial status, national origin, or any other factor protected by federal, state, or local law. Seller certifies and represents that she/he/it is legally entitled to convey the Property and all improvements.

2. Description of Property:

(a) **Street Address:** 1640 Westlund Ave SE, Palm Bay, FL 32909

Legal Description: Port Malabar Unit 18 Parcel ID#29-37-16-Gr-00926.0-0006.00

☐ See Attachment

(b) **Personal Property**, including storage sheds, electrical (including pedestal), plumbing, septic systems, water tanks, pumps, solar systems/panels, irrigation systems, gates, domestic water systems, gate openers and controls, fencing, timers, mailbox, utility meters (including gas and water), windmills, cattle guards, existing landscaping, trees, shrubs, and lighting: n/a

☐ See Attachment

(c) **Occupancy:**

Property ☐ is ☒ is not currently occupied by a tenant. If occupied, the lease term expires

3. Price and Terms: The property is offered for sale on the following terms or on other terms acceptable to Seller:

(a) **Price:** \$25,000.00

(b) **Financing Terms:** ☒ Cash ☐ Conventional ☐ VA ☐ FHA ☐ USDA ☐ Other (specify)

☐ **Seller Financing:** Seller will hold a purchase money mortgage in the amount of \$ with the following terms:

☐ **Assumption of Existing Mortgage:** Buyer may assume existing mortgage for \$ plus an assumption fee of \$. The mortgage is for a term of years beginning in , at an interest rate of % ☐ fixed ☐ variable (describe)

Lender approval of assumption ☐ is required ☐ is not required ☐ unknown. **Notice to Seller:** You may remain liable for an assumed mortgage for a number of years after the Property is sold. Check with your lender to determine the extent of your liability. Seller will ensure that all mortgage payments and required escrow deposits are current at the time of closing and will convey the escrow deposit to the buyer at closing.

(c) **Seller Expenses:** Seller will pay mortgage discount or other closing costs not to exceed % of the purchase price and any other expenses Seller agrees to pay in connection with a transaction.

4. Broker Obligations: Broker agrees to make diligent and continued efforts to sell the Property until a sales contract is pending on the Property.

5. Multiple Listing Service: Placing the Property in a multiple listing service (the "MLS") is beneficial to Seller because the Property will be exposed to a large number of potential buyers. As a MLS participant, Broker is obligated to timely deliver this listing to the MLS. This listing will be promptly published in the MLS unless Seller directs Broker otherwise in writing. Seller authorizes Broker to report to the MLS this listing information and price, terms, and financing information on any resulting sale for use by authorized Board / Association members and MLS participants and subscribers unless Seller directs Broker otherwise in writing.

6. Broker Authority: Seller authorizes Broker to:

(a) Advertise the Property as Broker deems advisable including advertising the Property on the Internet unless limited in (6)(a)(i) or (6)(a)(ii) below.

(Seller opt-out) (Check one if applicable)

(i) ☐ Display the Property on the Internet except the street address.

(ii) ☐ Seller does not authorize Broker to display the Property on the Internet.

Seller () () and Broker/Sales Associate () () acknowledge receipt of a copy of this page, which is Page 1 of 4.

VLLA-3 Rev 6/17

Serial#: 077311-100164-0789492

©2017 Florida Realtors®

Form
Simplicity

Seller understands and acknowledges that if **Seller** selects option (ii), consumers who search for listings on the Internet will not see information about the Property in response to their search.

_____/_____
Initials of Seller

- (b) Place appropriate transaction signs on the Property, including "For Sale" signs and "Sold" signs (once **Seller** signs a sales contract) and use **Seller's** name in connection with marketing or advertising the Property.
- (c) Obtain information relating to the present mortgage(s) on the Property.
- (d) Provide objective comparative market analysis information to potential buyers.
- (e) **(Check if applicable)** ☐ Use a lock box system and/or gate code to show and access the Property. A lock box or gate does not ensure the Property's security. **Seller** is advised to secure or remove valuables. **Seller** agrees that the lock box or gate is for **Seller's** benefit and releases **Broker**, persons working through **Broker**, and **Broker's** local Realtor Board / Association from all liability and responsibility in connection with any damage or loss that occurs. ☐ Withhold verbal offers. ☐ Withhold all offers once **Seller** accepts a sales contract for the Property.
- (f) Act as a transaction broker unless a different relationship is or has been established in writing.
- (g) **Virtual Office Websites:** Some real estate brokerages offer real estate brokerage services online. These websites are referred to as Virtual Office Websites ("VOWs"). An automated estimate of market value or reviews and comments about a property may be displayed in conjunction with a property on some VOWs. Anyone who registers on a VOW may gain access to such automated valuations or comments and reviews about any property displayed on a VOW. Unless limited below, a VOW may display automated valuations or comments and reviews about this Property.
 - ☐ **Seller** does not authorize an automated estimate of the market value of the listing (or a hyperlink to such estimate) to be displayed in immediate conjunction with the listing of this Property.
 - ☐ **Seller** does not authorize third parties to write comments or reviews about the listing of the Property (or display a hyperlink to such comments or reviews) in immediate conjunction with the listing of this Property.

7. Seller Obligations and Representations: In consideration of **Broker's** obligations, **Seller** agrees to:

- (a) Cooperate with **Broker** in carrying out the purpose of this Agreement, including referring immediately to **Broker** all inquiries regarding the Property's transfer, whether by purchase or any other means of transfer.
- (b) Provide **Broker** accurate information about the Property of which **Seller** may be aware, including but not limited to utility availability, presence of or access to water supply, sewer or septic system, problems with drainage, grading or soil stability, environmental hazards, commercial or industrial nuisances (noise, odor, smoke, etc.), utility or other easements, shared driveways, encroachments from or on adjacent property, zoning, wetland, flood hazard, tenancies, cemetery/grave sites, abandoned well, underground storage tanks, presence of protected species, or nests of protected species.
- (c) Provide **Broker** access to the Property and make the Property available for **Broker** to show during reasonable times.
- (d) Inform **Broker** before leasing, mortgaging, or otherwise encumbering the Property.
- (e) Indemnify **Broker** and hold **Broker** harmless from losses, damages, costs, and expenses of any nature, including attorney's fees, and from liability to any person, that **Broker** incurs because of (1) **Seller's** negligence, representations, misrepresentations, actions, or inactions; (2) the use of a lock box or gate code; (3) the existence of undisclosed material facts about the Property; or (4) a court or arbitration decision that a broker who was not compensated in connection with a transaction is entitled to compensation from **Broker**. This clause will survive **Broker's** performance and the transfer of title.
- (f) Perform any act reasonably necessary to comply with FIRPTA (Section 1445 of the Internal Revenue Code).
- (g) Make all legally required disclosures, including all facts that materially affect the Property's value and are not readily observable or known by the buyer. **Seller** certifies and represents that **Seller** knows of no such material facts (local government building code violations, unobservable defects, etc.) other than the following:

Seller will immediately inform **Broker** of any material facts that arise after signing this Agreement.

- (h) Consult appropriate professionals for related legal, tax, property condition, environmental, foreign reporting requirements, and other specialized advice.
- (i) **Seller** represents that **Seller** is not aware of any notice of default recorded against the Property; any delinquent amounts due under any loan secured by or other obligation affecting the Property; any bankruptcy, foreclosure, insolvency, or similar proceeding affecting the Property; any litigation, arbitration, administrative action, government investigation, or other action that affects or may affect **Seller's** ability to transfer the Property; any current, pending, or proposed special assessments affecting the Property; any planned public improvements which may result in special assessments; or any mechanics' liens or material supplier liens against the Property.

Seller (____) (____) and Broker/Sales Associate (____) (____) acknowledge receipt of a copy of this page, which is Page 2 of 4.

- 109 **8. Compensation:** Seller will compensate Broker as specified below for procuring a buyer who is ready, willing,
110 and able to purchase the Property or any interest in the Property on the terms of this Agreement or on any other
111 terms acceptable to Seller. Seller will pay Broker as follows (plus applicable sales tax):
- 112* (a) 5% of the total purchase price plus \$ _____ OR \$ _____, no
113 later than the date of closing specified in the sales contract. However, closing is not a prerequisite for Broker's
114 fee being earned.
- 115* (b) _____ (\$ or %) of the consideration paid for an option, at the time an option is created. If the option
116 is exercised, Seller will pay Broker the Paragraph 8(a) fee, less the amount Broker received under this
117 subparagraph.
- 118* (c) _____ (\$ or %) of gross lease value as a leasing fee, on the date Seller enters into a lease or
119 agreement to lease, whichever is earlier. This fee is not due if the Property is or becomes the subject of a
120 contract granting an exclusive right to lease the Property.
- 121 (d) Broker's fee is due in the following circumstances: (1) If any interest in the Property is transferred, whether by
122 sale, lease, exchange, governmental action, bankruptcy, or any other means of transfer, regardless of whether
123 the buyer is secured by Seller, Broker, or any other person. (2) If Seller refuses or fails to sign an offer at the
124 price and terms stated in this Agreement, defaults on an executed sales contract, or agrees with a buyer to
125* cancel an executed sales contract. (3) If, within 180 days after Termination Date ("Protection Period"),
126 Seller transfers or contracts to transfer the Property or any interest in the Property to any prospects with whom
127 Seller, Broker, or any real estate licensee communicated regarding the Property before Termination Date.
128 However, no fee will be due Broker if the Property is relisted after Termination Date and sold through another
129 broker.
- 130* (e) Retained Deposits: As consideration for Broker's services, Broker is entitled to receive 50% (50% if
131 left blank) of all deposits that Seller retains as liquidated damages for a buyer's default in a transaction, not to
132 exceed the Paragraph 8(a) fee.
- 133 **9. Commercial Real Estate Sales Commission Lien Act:** The Florida Commercial Real Estate Sales Commission
134 Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage
135 agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The
136 broker's lien rights under the act cannot be waived before the commission is earned.
- 137 **10. Cooperation with and Compensation to Other Brokers: Notice to Seller:** The buyer's broker, even if
138 compensated by Seller or Broker, may represent the interests of the buyer. Broker's office policy is to cooperate
139 with all other brokers except when not in Seller's best interest and to offer compensation in the amount of
140* ☒ 2.5% of the purchase price or \$ _____ to a single agent for the buyer; ☒ 2.5% of the
141* purchase price or \$ _____ to a transaction broker for the buyer; and ☒ 0% of the purchase
142* price or \$ _____ to a broker who has no brokerage relationship with the buyer.
143* ☐ None of the above. (If this is checked, the Property cannot be placed in the MLS.)
- 144 **11. Conditional Termination:** At Seller's request, Broker may agree to conditionally terminate this Agreement. If
145 Broker agrees to conditional termination, Seller must sign a withdrawal agreement, reimburse Broker for all direct
146* expenses incurred in marketing the Property, and pay a cancellation fee of \$0.00 _____, plus
147 applicable sales tax. Broker may void the conditional termination, and Seller will pay the fee stated in Paragraph
148 8(a) less the cancellation fee if Seller transfers or contracts to transfer the Property or any interest in the Property
149 during the time period from the date of conditional termination to Termination Date and Protection Period, if
150 applicable.
- 151 **12. Dispute Resolution:** This Agreement will be construed under Florida law. All controversies, claims, and other
152 matters in question between the parties arising out of or relating to this Agreement or the breach thereof will be
153 settled by first attempting mediation under the rules of the American Mediation Association or other mediator
154 agreed upon by the parties. If litigation arises out of this Agreement, the prevailing party will be entitled to recover
155 reasonable attorney's fees and costs, unless the parties agree that disputes will be settled by arbitration as follows:
156* **Arbitration:** By initialing in the space provided, Seller (____) (____), Sales Associate (____), and Broker (____)
157 agree that disputes not resolved by mediation will be settled by neutral binding arbitration in the county in which
158 the Property is located in accordance with the rules of the American Arbitration Association or other arbitrator
159 agreed upon by the parties. Each party to any arbitration (or litigation to enforce the arbitration provision of this
160 Agreement or an arbitration award) will pay its own fees, costs, and expenses, including attorney's fees, and will
161 equally split the arbitrator's fees and administrative fees of arbitration.
- 162 **13. Miscellaneous:** This Agreement is binding on Seller's and Broker's heirs, personal representatives,
163 administrators, successors, and assigns. Broker may assign this Agreement to another listing office. This
164 Agreement is the entire agreement between Seller and Broker. No prior or present agreements or representations

Seller (____) (____) and Broker/Sales Associate (____) (____) acknowledge receipt of a copy of this page, which is Page 3 of 4.

will be binding on **Seller** or **Broker** unless included in this Agreement. Electronic signatures are acceptable and will be binding. Signatures, initials, and modifications communicated by facsimile will be considered as originals. The term "buyer" as used in this Agreement includes buyers, tenants, exchangors, optionees, and other categories of potential or actual transferees.

14. Additional Terms: Listing to be activated on or before 10 days after foundation agrees and listing contract is officially signed. Listing timeline is one year.

Seller's Signature: _____ **Date:** _____

Home Telephone: _____ **Work Telephone:** _____ **Facsimile:** _____

Address: _____

Email Address: _____

Seller's Signature: _____ **Date:** _____

Home Telephone: _____ **Work Telephone:** _____ **Facsimile:** _____

Address: _____

Email Address: _____

Authorized Sales Associate or Broker: _____ **Date:** _____

Brokerage Firm Name: Ellingson Properties, LLC **Telephone:** 321-750-7050

Address: 5815 S. Highway 1 Rockledge FL 32955

Copy returned to **Seller** on _____ by ☐ email ☐ facsimile ☐ mail ☐ personal delivery.

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

Seller (____) (____) and Broker/Sales Associate (____) (____) acknowledge receipt of a copy of this page, which is Page 4 of 4.

VLLA-3 Rev 6/17

Serial#: 077311-100164-0789492

©2017 Florida Realtors®

Form
Simplicity

	A	B	C	D	E
1	Features/adjustments	Subject	Comp1	Adjustment Co	Comp2
2	Address	1640 Westlund	1428 Wigmore		1571 Wyoming
3	Closing Date		Closed 12/20/21		Closed 11/11/21
4	MLS#		918455		916985
5	Sqft Living				
6	Price Sold/Contingent		\$25,000		\$ 25,000.00
7	View	Needs Cleared and surveyed	Needs Cleared and surveyed		Needs Cleared and surveyed
8	Lot Size	0.23	0.23		0.23
9	Condition	Vacant land	Vacant land		Vacant land
10	City Water	no	no		yes
11	Sewer	no	no		no
12	Kitchen				
13	Baths				
14	Central Vac				
15	Fireplace				
16	Flooring				
17	Completely Solar				
18	Impact Windows				
19	Pool/Spa				
20	Dock				
21	Total Adjustments			\$0	
22	Adjusted Price	CMA Property Value = \$22,280 Suggest list at \$25,000. Reduce to \$23,000 after 30 days if no contract			
23	Adjust SF Price				
24	Adjusted Comp Price			\$25,000	
25				CMA Value Corr	\$ 22,280.00

	F	G	H	I	J	K
1	Adjustment Comp	Comp3	Adjustment Com	Comp 4	Adjustment C	Comp 5
2		1367 Wyoming		1870 Thorman		2041 Walsh
3		Closed 11/8/21		Closed 10/28/21		Closed 10/27/21
4		913128		901920		915344
5						
6		\$ 22,500.00		\$ 22,000.00		\$26,900
7		Needs cleared and surveyed		Not cleared and surveyed		Needs cleared and surveyed
8		0.23		0.23		0.23
9		Vacant land		Vacant land		Vacant land
10	\$ (5,000.00)	yes	\$ (5,000.00)	no		no
11		no	\$ -	no		no
12						
13						
14						
15						
16						
17						
18						
19						
20						no
21	\$ (5,000.00)		\$ (5,000.00)		\$ -	
22						
23						
24	\$ 20,000.00		\$ 17,500.00		\$ 22,000.00	
25						

	L	
1	Adjustment Comp 5	
2		
3		
4		
5		
6		
7		
8		
9	\$	-
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21	\$	-
22		
23		
24	\$	26,900.00
25		



MEMORANDUM

TO: Palm Bay Municipal Foundation

FROM: Larry Wojciechowski, Treasurer

DATE: January 6, 2022

RE: Consideration of two proposals related to funding for a cold night shelter

SUMMARY:

On December 16, 2021, the Board of the Palm Bay Municipal Foundation authorized the Executive Director to seek proposals from Truth Revealed Ministries/Helps Community Initiatives (HCI) and The Source for use of funding in the amount of \$8,900 for a cold night shelter to serve the homeless population in Palm Bay. Staff received the following proposals for the Board's consideration. A representative from both organizations have been asked to attend to address any further questions from the Board.

Truth Revealed Ministries/Helps Community Initiatives

Request: \$8,900 for Cold Night Shelter Accommodations 2021-2022

Proposal: Funds will be used to provide hotel vouchers for cold night shelter targeting unhoused families and the overflow of unhoused individuals not able to be accommodated by The Source's Dignity Bus. Cold night shelter vouchers will be accommodated when the local temperature reaches 45 degree or below. Cold night shelter accommodations/hotel vouchers will be accepted at Suburban Hotel located at 1125 Dr. Martin Luther King Jr. Boulevard in Melbourne. HCI volunteer staff will be on-site nightly during cold night shelter activation.

The estimated total cost per guest is \$65.00 and includes the reservation of a hotel room (\$37.50), a meal in the evening upon arrival (\$5.00), guest supplies such as toiletries, socks, and other available resources (\$3.00) as well as a breakfast voucher (\$5.00) and a bus pass (\$4.50) the following morning. The total cost per guest also includes a share of the nightly administrative staff expenses (\$10.00). HCI estimates being able to accommodate approximately 10-12 guests per night (two persons per room) and one admin/volunteer room per night. HCI is also proposing a total of \$250.00 for a locked supply cabinet on wheels (\$150.00) and miscellaneous supplies (\$100.00).

It is important to note that HCI is currently seeking hotel accommodations within the city limits of Palm Bay. HCI is currently in discussions with 2-1-1 and Daily Bread for registration and support in executing this proposal. Any funds remaining after the cold season ends will be used for emergency/temporary shelter and support for the unhoused. (See attached proposal for additional detail).

The Source/I Am Ministries, Inc.

Request: \$8,500

Proposal: Purchase of 16 mattresses at approximately \$179.10 per mattress for a total of \$2,865.60 and approximately \$5,635.00 to assist with the annual insurance policy coverage of The Source recently acquired and outfitted a second Dignity Bus to be stationed at St. Vincent de Paul in Palm Bay. The Dignity Bus will provide on-going, every night temporary/emergency shelter for the unhoused offering 16 sleep pods for homeless individuals per night.

The Source has entered into a Memorandum of Understanding with St. Vincent de Paul to collect registrations for nightly (\$2.00) or monthly (\$50.00) accommodations using Mission Tracker software purchased by The Source. The Source has coordinated pick up points at the Raceway at the intersection of Babcock and Malabar Roads; the WalMart located at Malabar Road west of I-95; and the 7-11 at the intersection of Palm Bay and Minton Roads. Accommodations will be provided between the hours of 9 PM – 7 AM. The Source has an annual expense of approximately \$122,000, which includes bedding, laundry, air-conditioning, maintenance, insurance, staffing and security costs, gasoline, and other general necessities. (See attached proposal for additional detail).

REQUESTING DEPARTMENT(S):

City Manager's Office

FISCAL IMPACT:

Upon consideration by the Board, the Foundation's attorney shall prepare a funding agreement between the organization(s) and Palm Bay Municipal Foundation that will be used to monitor and account for the use of funds in compliance with what is approved by the Board. Funds will be allocated by the Board from the Palm Bay Municipal Foundation (Fund #103), which has an unallocated balance of \$21,755.27. This balance includes \$4,900.46 from a parcel of land previous sold; \$6,411.39 in donations which must be

spent by the end of 2022; \$10,740.42 in Disaster Relief Funds which must be spend by the end of 2024.

RECOMMENDATION:

The Board shall review and provide a motion on the amount of funds to be awarded and to which organization(s); authorize the attorney to draft a funding agreement and authorize the Executive Director to execute said agreement.

Attachments:

- 1) Proposal – Helps Community Initiatives / Truth Revealed Ministry
- 2) Proposal – The Source / I am Ministries, Inc.

Helps Community Initiatives / Truth Revealed Ministry

\$8,900 For Cold Night Shelter Accommodation 2021-2022

I spoke with Tony at the Source and they already have a MOU with St. Vincent Depaul for registration and other services. The Dignity Bus only has 16 beds and they plan to be a daily shelter, not just for Cold Nights. They have already budgeted for staff and cost associated with running the bus full time.

HCI, would use any funds awarded to provide hotel stays targeting families and the overflow from the Dignity Bus on designated Cold Nights. We already have an agreement with the Suburban Hotel and are still looking for options with hotels in Palm Bay as well. During each Cold Night we would also reserve a room at the hotel for registration and administration for HCI staff. HCI volunteer staff would be on site nightly. Guests would receive a meal in the evening upon arrival along with toiletries, socks, etc. In the morning each would receive a meal voucher and a bus pass. We have been in discussion with 211 and the Daily Bread for registration and support in giving out bus passes as needed so guests can meet us at the hotel.

Any funds remaining after the Cold Night Season will be used for continued Emergency/Temporary Shelter and support.

Approximate Per Guest Nightly Cost (Average 10 - 12 guests per night / 2 per Room + 1 Admin Room Nightly)

Room Cost	\$ 37.50	
Dinner Cost	\$ 5.00	
Breakfast Voucher	\$ 5.00	
Bus Pass	\$ 4.50	
Guest Supplies	\$ 3.00	
Share of Nightly Admin Cost	\$ 10.00	
Nightly Per Guest Cost Total	\$ 65.00	
Locked Supply Cabinet on Wheels	\$ 150.00	
Misc. Supplies	\$ 100.00	

The Source / I Am Ministries

At Dignity Bus we have a simple focus; provide safe, temporary overnight accommodation to those sleeping rough in Indian River County. Our aim is to get people off the street and keep them safe and healthy until they can get back on their feet. Our accommodation is not a long-term solution, but what we do provide is a safe, temporary and comfortable place to sleep for the night. I Am Ministries, Inc. is requesting \$8,500. The request for the \$8,500 is to purchase 16 mattresses at a price of \$179.10 per mattress, with a total price of \$2865.60. The balance of \$5,635.00 will be used for the annual insurance policy coverage for the Dignity Bus.

Dignity Bus is distinct, unique, and only exists from members of our blessed community. Dignity Bus is supporting our local homeless population experiencing, or at risk of homelessness. Our work aims to fill a 'gap' rather than overlapping or replicating activities that support the urgent needs of people in Indian River County. The Dignity Bus is the first of its kind in the country; a retro fitted bus, replacing seating with twenty sleep pods, storage, toilet, and on-board security; provides a safe and secure sleeping environment. The bus provides shelter to those sleeping rough on the streets, in makeshift housing, or in vehicles, despite weather conditions.

The first Dignity bus provides 20 secure, climate controlled, individual sleep pods with a lockable door, under bus storage, pet pods for companion animals, an onboard overnight security person and monitored CCTV surveillance. One Dignity bus provides 7,300 safe sleeps per year. The Dignity Bus debuted in 2020 with twenty sleep pods and to date provided 2,345 safe sleeps for 173 homeless individuals.

The 2nd Dignity Bus will roll out in early 2022 with sixteen sleep pods. The bus is available to all in need regardless of race, religion, gender, color, age, national origin, ethnicity, marital status or disability. The 2nd Dignity Bus creates a suitable living environment for sixteen homeless individuals each night. Our homeless clients derive from all walks of life including but not limited to seniors, veterans, victims of domestic violence, drug and alcohol abusers, and those who suffer illness. Data will be collected to evaluate our program, make changes where necessary and continue to enhance The Dignity Bus.

In order to properly maintain The Dignity Bus including bedding, laundry, air-conditioning, maintenance, insurance, security costs, gasoline, and other general necessities, it will cost The Source: The estimated budget to operate Dignity Bus annually is estimated at \$122,000.

The Estimated Budget:

Revenue

Individual Contributions	\$55,000.00
Grants/Foundation	\$50,000.00
Corporate Sponsors	\$17,000.00
Total:	<u>\$122,000.00</u>

Expenses

Salaries

1 full time - 40 hrs @ 15 per hour		\$32,200
2 part-time - 30 hrs @ 15 per hour	\$23,400 pp	\$46,800
Total:		<u>\$79,000</u>

Fringe Benefits (Monthly Health Stipend

(Full Time : \$200 per month, Part Time: \$100 per month)	\$4,800
--	---------

Transportation (gas, insurance)	\$25,000.00
Maintenance	\$5,000.00
Cleaning Supplies	\$3,000.00
Pest Control	\$2,000.00
Internet	\$1,300.00
Roadside Assistance	\$1,900.00

Total:	<u>\$122,000.00</u>
---------------	---------------------

Net Income	\$-
-------------------	-----

The Source was established in 1995 as a Christian ministry soup kitchen and today we provide services in a 5,000 sq. ft. facility. The Source is the only drop-in ministry in Indian River County providing homeless persons with basic needs, including food, clothing, and shelter on the Dignity Bus. Last year, The Source received funding from foundations, local organizations, and private donations. Funds were also made possible through our yearly fundraiser, Night of Hope, raising \$350,000. The mission of The Source is to support and serve the community and lead individuals to a saving faith in Jesus Christ.

Contact Information:

Name: Anthony Zorbaugh

Phone number: 717-43-2312

Email: Tony.Zorbaugh@iamthesource.org

Website: www.iamnthesource.org



MEMORANDUM

TO: Palm Bay Municipal Foundation, Inc. Board of Directors

FROM: Larry Wojciechowski, Treasurer

DATE: January 6, 2022

RE: Appointment of four (4) members to the Disaster Relief Committee

SUMMARY:

As you may recall, the terms of Christopher Duncan, Keith Miller, Vanessa Scott and Susan Walberg on the above subject board expired on January 3, 2022. Mr. Miller has reapplied to continue service on the board.

The Disaster Relief Committee (DRC) is comprised of five (5) individuals:

- One (1) member of the Palm Bay Municipal Foundation (PBMF), and
- Four (4) members of the public, one of whom will preferably be a member of the clergy within the community.

At the Regular Council meeting held on November 18, 2021, City Council selected Councilmember Donny Felix to serve on the DRC. However, all members shall be appointed by the PBMF.

The four (4) terms expiring have been announced at the last two regular Council meetings and applications solicited for same. The following applications have been received:

Stephen Hayes
1035 Cromey Road, NE 32905

Keith Miller
837 Seven Gables Circle, SE 32909

Eunhea Park
1462 Lombard Street, NW 32907

City of Palm Bay, Florida
Palm Bay Municipal Foundation, Inc.
Memorandum – January 6, 2022
Page 2 of 2

REQUESTING DEPARTMENT(S):

Legislative Department

FISCAL IMPACT:

None

RECOMMENDATION:

Motion to approve the appointment of PBMF Member Donny Felix and three (3) members to serve on the Disaster Relief Committee.

/jcd

Attachments: Applications (3)



Office of The

NOV 29 2021

City Clerk

APPLICATION FOR MEMBERSHIP / City Boards or Committees

City of Palm Bay • 120 Malabar Road • Palm Bay, FL 32907
Phone: 321-952-3414 • www.palmbayflorida.org • Fax: 321-953-8971

BOARD/COMMITTEEName of Board/Committee: **DISASTER RELIEF** AND OR BAYFRONT

Full Name: STEPHEN HAYES

Home Address: 1035 CROMEY RD NE

City: PALM BAY

Zip Code: 32905

Telephone Number: 3215080996

Fax Number:

Email Address: sty2ocean@yahoo.com

EMPLOYMENT

Employer: Brevard Health Alliance

Occupation: Patient Buisness Services

Address: 5270 Babcock street ne

City: Palm Bay

State: FL

Zip Code: 32905

Telephone Number: 3218024708

Fax Number:

Email Address: stephen.hayes@brevardhealth.org

Job Responsibilities: Finacial Buisness applications and as assigned Registration IT and various other duties

EDUCATION

High School Name: London Central High School

Location: High Wycombe England

Years Completed: 4

Major/Degree: yes

College Business or Trade School: University Of Central Florida

Location: Orlando Florida

Years Completed: 4

Major/Degree: B.A

Professional School: Brevard Community College

Location: Melbourne Florida

Years Completed: 3

Major/Degree: A.A

Other:

Location:

Years Completed:

Major/Degree:

What are your hobbies / interests? Christian studies and reading

Why do you want to serve on this board / committee? Have Lived in Palm Bay 23 Years

Wanted to strive to assist in the continued Growth and assistance during Disasters and preparation thereof

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

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: 11.29.21

Mail the application to:

City of Palm Bay
Office of the City Clerk
120 Malabar Road, SE
Palm Bay, Florida 32907

Fax the application to:

321-953-8971

SUBMIT FORM



Office of The

DEC - 1 2021

City Clerk

APPLICATION FOR MEMBERSHIP / City Boards or Committees

City of Palm Bay • 120 Malabar Road • Palm Bay, FL 32907
Phone: 321-952-3414 • www.palmbayflorida.org • Fax: 321-953-8971

BOARD/COMMITTEE

Name of Board/Committee: Disaster Relief Committee
Full Name: Keith M. Miller
Home Address: 837 Seven Gables Circle, S.E.
City: Palm Bay Zip Code: 32909
Telephone Number: 321-432-3686 Fax Number:
Email Address: trm4him@gmail.com

EMPLOYMENT

Employer: Crown Light Studio Occupation: Videographer/Photographer
Address: 837 Seven Gables Circle, S.E.
City: Palm Bay State: FL Zip Code: 32909
Telephone Number: 321-432-3685 Fax Number:
Email Address: Keith@CrownLightStudio.com
Job Responsibilities: CEO

EDUCATION

High School Name: James Monroe H.S.
Location: Bronx, NY Years Completed: 4 Major/Degree:
College Business or Trade School: Eugenia Maria De Hostos Community College
Location: Bronx, NY Years Completed: 2 Major/Degree: AA
Professional School: University of Central Florida
Location: Orlando Years Completed: 4 Major/Degree: AA
Other:
Location: Years Completed: Major/Degree:

APPLICANT INFORMATION

Have you ever held a business tax receipt? ☒ Yes ☐ No *If yes, please provide the following:*

Florida Leisure & Entertainment dba Fastrax Raceway (1991-1995) & Crown Light Studio, LLC (2014-present)

Title: CEO

Issue Date: 1991 & 2014 Issuing Authority: City of Palm Bay

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 2 Months

How long have you been a resident of Brevard County? 30 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):*

Disaster Relief Committee

Have you previously served on a City board(s)? ☒ Yes ☐ No *If yes, please list board(s):*

See above

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: HELPS Community Initiative (H.C.I.)

What are your hobbies / interests? Volunteering, mentoring youth, establishment of a learning center for youth and adults.

Why do you want to serve on this board / committee? As a member of our great city, I wanted to give back to our community by serving and being a part of the solution to not only our local areas, but in any capacity to communities around our nation and world at large. I am my brothers keeper!

Section 760.80, Florida Statutes, requires certain information on statutorily created boards to be filed on an annual basis. Please complete the following.


Race: African American Gender: Male Physically Disabled: ☐

APPLICATION CERTIFICATION

By filing this application with the City of Palm Bay and placing my signature below, I do hereby acknowledge the following:

1. This Application, when completed and filed with the Office of the City Clerk, is a PUBLIC RECORD under Chapter 119, Florida Statutes, and is open to public inspection.
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: 11/30/2021

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

DEC 28 2021

City Clerk

**APPLICATION FOR MEMBERSHIP / City Boards or Committees**

City of Palm Bay • 120 Malabar Road • Palm Bay, FL 32907
Phone: 321-952-3414 • www.palmbayflorida.org • Fax: 321-953-8971

BOARD/COMMITTEE

Name of Board/Committee: Disaster Relief Committee

Full Name: Eunhea Park

Home Address: 1462 Lombard ST NW

City: Palm bay

Zip Code: 32907

Telephone Number: 817-363-2004

Fax Number:

Email Address: vivian.eunhea.park@gmail.com

EMPLOYMENT

Employer: Self-employed rental properties

Occupation: Owner

Address: 1462 Lombard ST NW

City: Palm Bay

State: FL

Zip Code: 32907

Telephone Number: 817-363-2004

Fax Number:

Email Address: vivian.eunhea.park@gmail.com

Job Responsibilities: Financial and operational management of properties

EDUCATION

High School Name: Jamsil high school

Location: Seoul, South Korea

Years Completed: 4

Major/Degree: General

College Business or Trade School: Solano Community College

Location: Fairfield, CA

Years Completed: 2

Major/Degree: Social Science

Professional School: Hoseo Techincal college

Location: Seoul, South Korea

Years Completed: 2

Major/Degree: Computer animation

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? 1 Years 3 Months

How long have you been a resident of Brevard County? 1 Years 3 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? Health and fitness, DIY home remodeling. Intersted in community involvement and volunteers

Why do you want to serve on this board / committee? I am new resident of Palm Bay and willing to participate and serve in my community. My expertise from my occupation and many years of volunteer work will allow me to become a contributing member of this 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: Asian

Gender: Female

Physically Disabled: ☐

APPLICATION CERTIFICATION

By filing this application with the City of Palm Bay and placing my signature below, I do hereby acknowledge the following:

1. This Application, when completed and filed with the Office of the City Clerk, is a PUBLIC RECORD under Chapter 119, Florida Statutes, and is open to public inspection.
2. I am responsible for keeping the information on this form current and that any changes or updates will be provided to the Office of the City Clerk.
3. I consent to filing the Statement of Financial Interests if required for this board.
<http://www.ethics.state.fl.us>
4. If appointed to a board/committee, I acknowledge that it is my obligation and duty to comply with the following:
Code of Ethics for Public Officials (Florida Statutes, Chapter 112, Part III)
Florida Sunshine Law (Florida Statutes, Chapter 286)
<http://www.flsenate.gov/Statutes>
5. I understand the responsibilities associated with being a board/committee member, and I will have adequate time to serve on this board/committee.

The information provided on this form is true and correct, and consent is hereby given to the City Council or its designated representative to verify any and/or all information provided.

Signature: 

Date: 12/28/2021

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