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

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

# AGENDA

## Regular Council Meeting 2022-08
## Thursday

**April 7, 2022 - 6:00 PM**
**Council Chambers, 120 Malabar Road SE, Palm Bay FL 32907**

**CALL TO ORDER:**

**INVOCATION:**

1. Associate Pastor Tim Ritchey - Eastwind Pentecostal Church, Palm Bay.

**PLEDGE OF ALLEGIANCE:**

**ROLL CALL:**

**ANNOUNCEMENTS:**

1. Two (2) vacancies on the Community Development Advisory Board (represents one of the following positions: 'advocate for low-income'; 'essential services personnel'; 'for-profit provider'; 'actively engaged in home building'; or 'not-for-profit provider').++
2. Two (2) vacancies on the Youth Advisory Board (represents 'at-large student member' positions).++
3. One (1) vacancy on the Bayfront Community Redevelopment Agency (represents 'at-large' position).+

**AGENDA REVISIONS:**

**PROCLAMATIONS AND RECOGNITIONS:**

1. Proclamation: Mayor's Business Spotlight recipient – Skeebo's Rib Shack. (Mayor Medina)
2. Proclamation: Water Conservation Month - April 2022.

**PRESENTATIONS:**

1. Departmental Update: Finance Department.

**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 2022-26, providing for the annexation of certain real property located in the vicinity east of St. Johns Heritage Parkway and north of Melbourne-Tillman Water Control District Canal C-1, into the City (0.21 acres) (Case A-3-2022, Pace Drive Holdings, LLC), final reading. (CONTINUED FROM 03/17/22 RCM)
2. Ordinance 2022-37, rezoning property located in the vicinity east of St. Johns Heritage Parkway and north of Melbourne-Tillman Water Control District Canal C-1, from General Use (Brevard County) to PUD (Planned Unit Development) (0.21 acres) (Case CPZ-8-2022, Pace Drive Holdings, LLC), final reading. (Quasi-Judicial Proceeding) (CONTINUED FROM 03/17/22 RCM)
3. Ordinance 2022-39, amending the Code of Ordinances, Chapter 52, Boards, Subchapter 'Building and Construction Advisory Committee', by repealing the subchapter in its entirety, thereby dissolving the Building and Construction Advisory Board, final reading.
4. Ordinance 2022-40, amending the Code of Ordinances, Chapter 52, Boards, Subchapter 'Library Advisory Board', by repealing the subchapter in its entirety, thereby dissolving the Library Advisory Board, final reading.
5. Request by Joel and Abnay Sanchez for a variance to allow for a 6-foot-high privacy fence within the required 15-foot side yard setback for corner lots, as established by Section 170.114(A), Palm Bay Code of Ordinances (0.26 acres) (V-8-2022). (Quasi-Judicial Proceeding)
6. Consideration of a development agreement with Forestar (USA) Real Estate Group, Inc. pertaining to a development project known as 'Cypress Bay West', first hearing.
7. Resolution 2022-16, granting a conditional use to allow a proposed self-storage facility in CC (Community Commercial District) zoning on property located west of and adjacent to Minton Road, in the vicinity south of Chandler Road (6.09 acres) (Case CU-10-2022, Richard and Marguerite Love). (Quasi-Judicial Proceeding)
8. Ordinance 2022-41, amending the City's Comprehensive Plan Future Land Use Map to change the designated use of property located west of and adjacent to Dixie Highway, in the vicinity south of Vignoles Avenue, from Commercial Use and Multiple-Family Residential Use to Bayfront Mixed Use (12.4 acres) (Case CP-6-2022, Robert Kittleson, Kit Investment of Florida / Carlos Gonzalez, Riverview Holdings Group, LLC / Eric Henry, Engineer Realty, LLC / Patrick and Kathleen Svoboda), only one reading required. (CONTINUED FROM 03/03/22 RCM)
9. Ordinance 2022-42, rezoning property located west of and adjacent to Dixie Highway, in the vicinity south of Vignoles Avenue, from HC (Highway Commercial District) and RM-10 (Single-, Two-, Multiple-Family Residential District) to BMU (Bayfront Mixed Use District) (12.4 acres) (Case CPZ-6-2022, Robert Kittleson, Kit Investment of Florida / Carlos Gonzalez, Riverview Holdings Group, LLC / Eric Henry, Engineer Realty, LLC / Patrick and Kathleen Svoboda), first reading. (CONTINUED FROM 03/03/22 RCM) (Quasi-Judicial Proceeding)
10. Ordinance 2022-43, amending the City's Comprehensive Plan Future Land Use Map to change the designated use of property located adjacent to and between Wabun Street and Dixie Highway, in the vicinity north of Nokomis Avenue, from Commercial Use and Single-Family Residential Use to Multiple-Family Residential Use (1.33 acres) (Case CP-10-2022, Scott Wotherspoon, Hiawatha Bay, LLC), only one reading required.

11. Ordinance 2022-44, rezoning property located adjacent to and between Wabun Street and Dixie Highway, in the vicinity north of Nokomis Avenue, from HC (Highway Commercial District) to RM-20 (Multiple-Family Residential District) (1.33 acres) (Case CPZ-10-2022, Scott Wotherspoon, Hiawatha Bay, LLC), first reading. (Quasi-Judicial Proceeding)

12. Ordinance 2022-45, amending the City's Comprehensive Plan Future Land Use Map to change the designated use of property located north of and adjacent to Emerson Drive, in the vicinity east of St. Johns Heritage Parkway, from Commercial Use to Multiple-Family Residential Use (13.96 acres) (Case CP-11-2022, Gary Smigiel, Ascot Palm Bay Holdings, LLC), only one reading required.

13. Ordinance 2022-46, rezoning property located north and south of and adjacent to Emerson Drive, in the vicinity east and west of and adjacent to St. Johns Heritage Parkway, from AU, Agricultural (Brevard County) to CC (Community Commercial District) and RM-20 (Multiple-Family Residential District) (61.79 acres) (Case CPZ-11-2022, Gary Smigiel, Ascot Palm Bay Holdings, LLC), first reading. (Quasi-Judicial Proceeding)

14. Request by Summit Shah, Sunshine Petro, Inc. for a conditional use to allow retail automotive gasoline/fuel sales for a proposed fuel station, convenience store, and drive-through in CC (Community Commercial District) zoning on property located at the northeast corner of Babcock Street and Valkaria Road (1.5 acres) (CU-9-2022). (CONTINUED TO P&Z – 04/06/22)

15. Request by Anthony Scotto, Whybrew Court LLC, for a Preliminary Development Plan to allow a proposed Planned Unit Development (PUD) for a residential subdivision to be known as 'Cricket Drive Subdivision', which property is located in the vicinity between Nolan Street and Nogales Avenue (20.36 acres) (Case PD-11-2022). (WITHDRAWN)

**CONSENT AGENDA:**

**There will be no separate discussion on those items listed under Consent Agenda. They will be enacted by the City Council on one motion. If discussion is desired by the City Council, that item will be removed from the Consent Agenda by Council and will be considered in the order that it appears on the agenda.**

1. Adoption of Minutes: Regular Council Meeting 2022-04; February 17, 2022.

2. Adoption of Minutes: Special Council Meeting 2022-07; March 17, 2022.

3. Award of Bid: Turkey Creek channel marker replacements – IFB 25-0-2022 – Public Works Department (Underwater Engineering Services - $99,360).

4. Contract: Amend to the consultant engineering services agreement (RFQ 23-0-2019), Malabar westerly extension study – Public Works Department (Kittelson & Associates - $107,625).

5. Miscellaneous: Continuing consultant services, stormwater utility review – RFQ 20-0-2022 – Public Works Department (Stantec Consulting Services, Inc.).

6. Ordinance 2022-47, amending the Fiscal Year 2021-2022 budget by appropriating and allocating certain monies (second budget amendment), first reading.

7. Ordinance 2022-48, amending the Code of Ordinances, Chapter 114, Garage Sales, by modifying the number of garage sale events per residence, first reading.

8. Consideration of an agreement with the City of Melbourne for use of the City's mobile stage for a park renaming event.

9. Consideration of an amendment to the Contracts for Sale of Real Estate for right-of-way

acquisition with Cypress Bay Farms, LLC, and Waterstone Holdings, LLC.

10. Consideration of the 2022 Interlocal Agreement for Law Enforcement Services with the City of Melbourne for Florida Avenue, Palm Bay Road, and Babcock Street.
11. Consideration of reallocating previously approved funding from the purchase of a brush truck to the purchase of a fire engine for Fire Station 2 ($38,000).
12. Miscellaneous: Cleaning, dewatering and hauling services, North Regional Wastewater Treatment Plant, change order (emergency purchase) – Utilities Department (Synagro South LLC - $89,775).
13. Consideration of expenditures from the Palm Bay Police Department's Law Enforcement Trust Fund ($22,189).
14. Acknowledgement of the City's monthly financial report for January 2022 (Unaudited).
15. Acknowledgement of the City's monthly financial report for February 2022 (Unaudited).
16. Acknowledgement of the Semi-Annual Report of Formal Solicitations awarded by the Procurement Department from September 18, 2021, through March 17, 2022.
17. Consideration of travel and training for specified City employees (Building Department).
18. Consideration of travel and training for specified employees (Office of the City Manager).
19. Consideration of travel and training for specified City employees (Finance Department).
20. Consideration of travel and training for specified City employees (Police Department).
21. Consideration of travel and training for specified City employees (Procurement Department).

**UNFINISHED AND OLD BUSINESS:**

1. Resolution 2022-13, adopting the goal of Vision Zero - that no loss of life is acceptable on our city streets. (CONTINUED FROM 03/17/22 RCM)
2. Appointment of one (1) member to the Disaster Relief Committee.
3. Appointment of two (2) members to the Auditor Selection Committee.

**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.**

The City of Palm Bay Florida

# LEGISLATIVE MEMORANDUM

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

**FROM:** **Terese Jones, City Clerk**

**DATE:** **4/7/2022**

**RE:** **One (1) vacancy on the Bayfront Community Redevelopment Agency (represents 'at-large' position).+**

With the election of Peter Filiberto to the City Council, his seat on the Bayfront Community Redevelopment Agency is automatically vacated and a vacancy is created.

Mr. Filiberto represented the 'at-large' position.

**REQUESTING DEPARTMENT:**
Legislative

**FISCAL IMPACT:**
None

**RECOMMENDATION:**
Request for the vacancy to be announced and applications solicited at tonight's meeting. An appointment will be made at the regular Council meeting to be held on May 5, 2022. The individual appointed to the position will complete the remainder of the previous member's term, which expires December 20, 2023.

The City of Palm Bay Florida

# LEGISLATIVE MEMORANDUM

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

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

**THRU:** **Alexandra Bernard, Growth Management Director**

**DATE:** **4/7/2022**

**RE:** **Ordinance 2022-26, providing for the annexation of certain real property located in the vicinity east of St. Johns Heritage Parkway and north of Melbourne-Tillman Water Control District Canal C-1, into the City (0.21 acres) (Case A-3-2022, Pace Drive Holdings, LLC), final reading. (CONTINUED FROM 03/17/22 RCM)**

As you may recall, the above request was scheduled for second reading at the March 17, 2022 regular Council meeting but was continued due to advertising issues.

The applicant is requesting City Council's acceptance of a Petition for Voluntary Annexation, to be followed separately by public hearings for Future Land Use and Zoning as previously heard by the Planning and Zoning Board at the regular meeting held on February 2, 2022 (CP-8-2022 and CPZ-8-2022). The applicant is requesting to annex parcel ID 28-36-28-00-500 / tax account 2851716, totaling approximately 0.21 acres of vacant unimproved Brevard County General Use zoning with a 'AU-Agricultural Residential' future land use property currently in unincorporated Brevard County.

The subject parcel is located in the vicinity east of St. Johns Heritage Parkway NW and north of Melbourne-Tillman Water Control District Canal C-1. There is one parcel included in this request.

The Petition for annexation was filed by Pace Drive Holdings, LLC (Kimberly Rezanka, Esq., Lacy Lyons Rezanka, Rep). This Petition seeks to correct an oversight and complete the Plat of PALM VISTA EVERLANDS, recorded at Plat Book 69 Page 69, approved by City Council on January 16, 2020. It was recently discovered that one parcel approximately 0.21 acres, which was included in the overall development plan, was not included in the legal description for the annexation. Therefore, to rectify this oversight, Pace Drive Holdings, LLC has submitted a Petition for Voluntary Annexation for this 0.21-acre parcel, accompanied by the applicants request for a Future Land Use Map Amendment and Zoning.

Section 171.044, Florida Statutes, permits the owners of property to petition the City for annexation provided the property is contiguous to the City, is reasonably compact, and no enclaves are created.

Staff research indicates that proper owner authorization has been provided for the annexation.

The proposed annexation parcel is located adjacent to the City and is contiguous to the City limits under the

definitions in the Florida Statutes. The subject property abuts the City limits on all sides. All property proposed for annexation is in a single area and reasonably compact as required by the Chapter 171, Florida Statutes. The annexation does not create any enclaves as confirmed by the City Attorney's Office. In addition, the annexation does not create finger or serpentine patterns as prohibited by the Florida Statutes. The property to be annexed meets all criteria established by Chapter 171.044, Florida Statutes, for voluntary annexation. Annexation requests are not reviewed by the Planning and Zoning Board.

The Notice of Annexation was published in the Florida Today newspaper on January 20, 2022 and will be republished in the newspaper on February 3 and 10, 2022. Notice was also provided by Federal Express (returned) and Certified U.S. Mail to the Brevard County Board of County Commissioners prior to publishing. Therefore, all notice requirements of Chapter 171, Florida Statutes have been met.

The attached Ordinance has been prepared for Council consideration.

**REQUESTING DEPARTMENT:**
Growth Management

**RECOMMENDATION:**
Motion to approve Case A-3-2022, a Petition for Voluntary Annexation from applicant, Pace Drive Holdings, LLC.

**ATTACHMENTS:**

**Description**

**Case A-3-2022 - Staff Report**
**Case A-3-2022 - Survey**
**Case A-3-2022 - Legal-Sketch - Water Line**
**Case A-3-2022 - Petition**
**Case A-3-2022 - Metes and Bounds Description**
**Case A-3-2022 - Deed**
**Case A-3-2022 - Exhibit A Staff Report FD-28-2019**
**Ordinance 2022-26**
**Ordinance 2022-26, Exhibit A**
**Ordinance 2022-26, Exhibit B**

# STAFF REPORT

## LAND DEVELOPMENT DIVISION

120 Malabar Road SE • Palm Bay, FL 32907 • Telephone: (321) 733-3042
landdevelopmentweb@palmbayflorida.org

**Prepared by**
Alexandra Bernard, Growth Management Director

| **CASE NUMBER** | **CITY COUNCIL HEARING DATE** |
|---|---|
| A-3-2022 | March 2, 2022 |

| **PROPERTY OWNER & APPLICANT** | **PROPERTY LOCATION/ADDRESS** |
|---|---|
| Pace Drive Holdings, LLC; Gregory J. Pettibon; represented by Kim Rezanka Esq. | Parcel ID 28-36-28-00-500 / Tax Account 2851716<br>A parcel of land in Sections 28 and 29, Township 28 South, Range 36 East, Brevard County, Florida |

| | |
|---|---|
| **SUMMARY OF REQUEST** | Voluntary Annexation |
| **Existing Zoning** | Brevard County General Use |
| **Existing Land Use** | Brevard County Agricultural |
| **Site Improvements** | Undeveloped Land |
| **Site Acreage** | 0.21 acres |

**SURROUNDING ZONING & USE OF LAND**

| | |
|---|---|
| **North** | Zoning: SFR, Single Family Residential; FLU: PUD Planned Unit Development |
| **East** | Zoning: SFR, Single Family Residential; FLU: PUD Planned Unit Development |
| **South** | C-1 Canal; Zoning: GU, General Use Holding; FLU: ROS, Residential Open Space (Fred Poppe Regional Park) |
| **West** | St. Johns Heritage Parkway |

| | |
|---|---|
| **COMPREHENSIVE PLAN COMPATIBILITY** | A Comprehensive Plan Future Land Use Map Amendment, Case CP-8-2022, has been submitted in conjunction with this request. |

**BACKGROUND:**

The subject parcel is generally located at the northeast intersection of St. Johns Heritage Parkway and Melbourne-Tillman Water Control District Canal No. 1.

By Ordinance 2003-32, City Council modified the City's boundaries to include approximately 1,500 acres located around the intersection of the St. Johns Heritage Parkway from the Melbourne-Tillman Water Control District Canal 1 north to Emerson Drive.

By Ordinance 2020-03, City Council approved the Final Development Plan for 'Palm Vista Everlands' at the recommendation of the Planning and Zoning Board at the regular meeting on December 4, 2019 (Case FD-28-2019).

It was recently discovered that one parcel approximately 0.21 acres, which was included in the overall development plan, was not included in the legal description for the annexation. Therefore, to rectify this oversight, Pace Drive Holdings, LLC has submitted a Petition for Voluntary Annexation for this 0.21-acre parcel, accompanied by the applicants request for a Future Land Use Map Amendment and Zoning. All of the remaining sections below will reference the previous staff report for the original case FD-28-2019, presented to the Planning and Zoning Board on December 4, 2019 as this is the applicant's intended use of the subject parcel.

**ANALYSIS:**

See Exhibit "A" – Staff Report for Case FD-28-2019.

**CONDITIONS:**

All conditions previously imposed by the original annexation apply to the annexation of the subject parcel identified herein.

**STAFF RECOMMENDATION:**

Motion to approve Case A-3-2022.

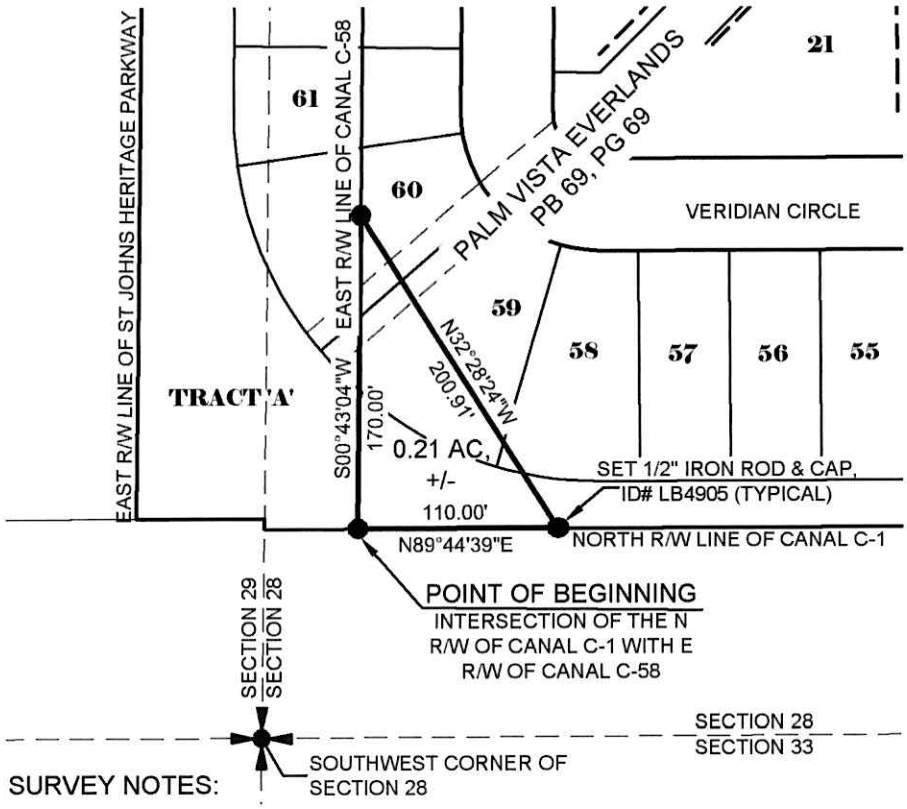
The City of Palm Bay Florida

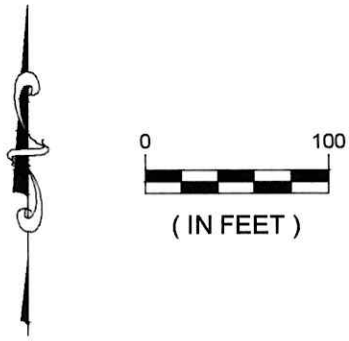
*Map is not to scale—for illustrative purposes only; not to be construed as binding or as a survey.*

# AERIAL LOCATION MAP CASE: A-3-2022

**Subject Property**

Southwest of and adjacent to Veridian Dr NW, in the vicinity east of St. Johns Heritage Pkwy NW




**ABBREVIATIONS**

| | |
|---|---|
| PB | PLAT BOOK |
| PG | PAGE(S) |
| R/W | RIGHT-OF-WAY |

## SURVEY NOTES:

SURVEY OF PART OF TRACT A & PART OF LOTS 58, 59 AND 60, PALM VISTA EVERLANDS AS RECORDED IN PLAT BOOK 69, PAGE 69, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA LYING IN SECTION 28, TOWNSHIP 28 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA.

SURVEY FOR BOUNDARY AND DESCRIPTION ONLY.

IMPROVEMENTS AND/OR UTILITIES, WHETHER ABOVEGROUND OR UNDERGROUND, ARE NOT LOCATED OR SHOWN ON THIS SURVEY.

BEARING REFERENCE: ASSUMED BEARING OF N89°44'39"E ON THE NORTH RIGHT-OF-WAY LINE OF MELBOURNE-TILLMAN WATER CONTROL DISTRICT CANAL C-1, ACCORDING TO THE PLAT OF PALM VISTA EVERLANDS AS RECORDED IN PLAT BOOK 69, PAGE 69, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

THIS SURVEY IS SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE.

THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER UNLESS ELECTRONICALLY SIGNED AND SEALED IN ACCORDANCE WITH FLORIDA STATUTES CHAPTER 472.025.

THIS SURVEY MEETS THE STANDARDS OF PRACTICE FOR SURVEYS AS REQUIRED BY FLORIDA STATUTES CHAPTER 472 AND THE STANDARDS OF PRACTICE FOR SURVEYS AS REQUIRED BY CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

DATE OF LAST FIELD WORK: 12-8-21

## DESCRIPTION

PART OF THOSE CERTAIN PARCELS OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 3182, PAGE 2073 AND OFFICIAL RECORDS BOOK 5468, PAGE 6735, PUBLIC RECORDS OF BREVARD COUNTY FLORIDA AND BEING MORE PERTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF SECTION 28, TOWNSHIP 28 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF THE WATER CONTROL DISTRICT OF SOUTH BREVARD (WCDSB, FORMERLY AND NOW KNOWN AS MELBOURNE-TILLMAN WATER CONTROL DISTRICT) CANAL NO.1 (225.00 FOOT IN WIDTH RIGHT-OF-WAY) WITH THE EAST RIGHT-OF-WAY LINE OF WCDSB CANAL NO. 58 (102.00 FOOT IN WIDTH RIGHT-OF-WAY); THENCE N89°44'39"E, ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID CANAL NO. 1, FOR 110.00 FEET; THENCE N32°28'24"W FOR 200.91 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID CANAL NO. 58; THENCE S00°43'04"W, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID CANAL NO. 58, FOR 170.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.21 ACRES, MORE OR LESS.

LESLIE E. HOWARD
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA LICENSE NUMBER 5611

# PALM VISTA "TRIANGLE PIECE"

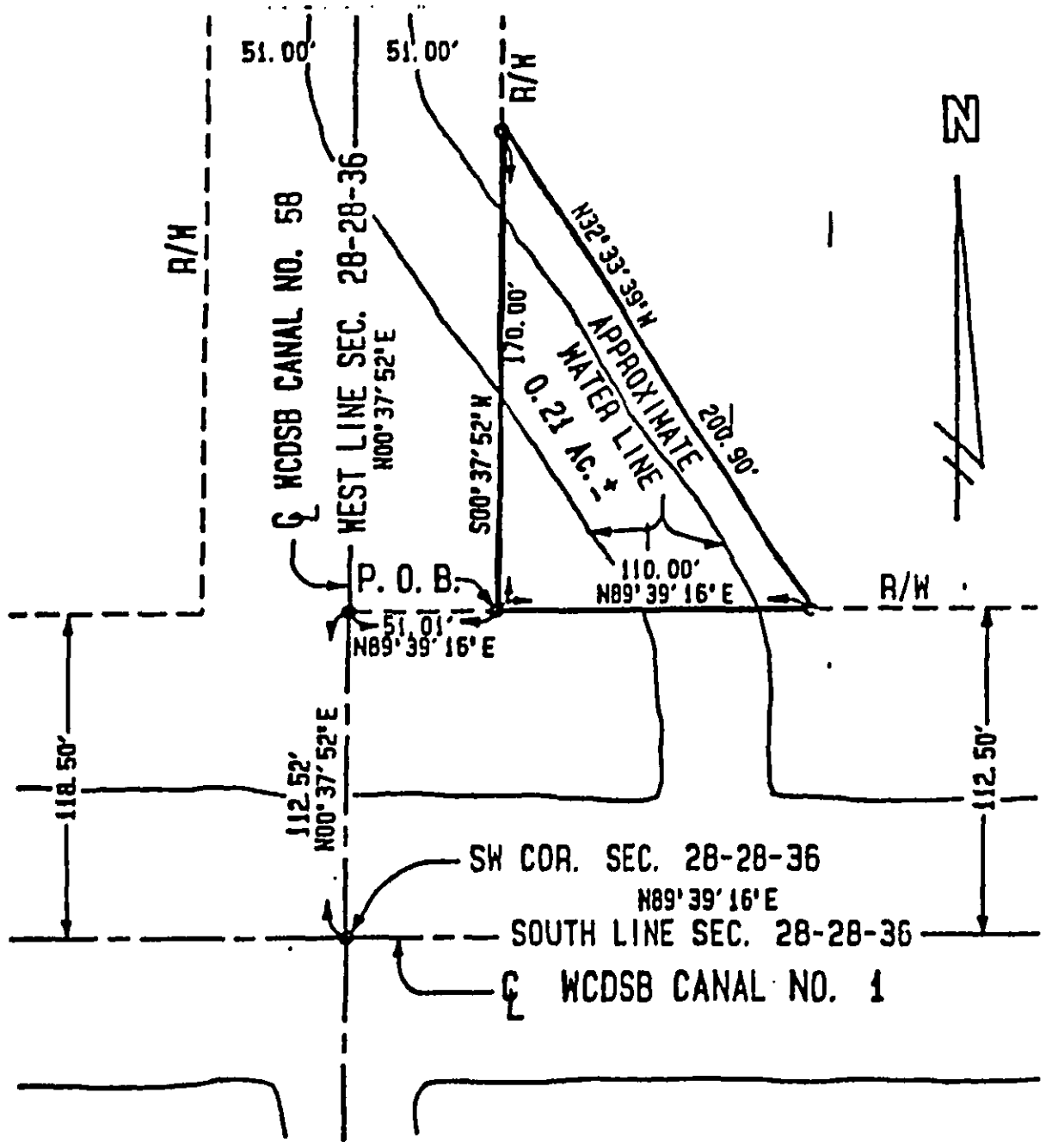
**B.S.E. CONSULTANTS, INC.**
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901
PHONE: (321) 725-3674 FAX: (321) 723-1159
CERTIFICATE OF BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

DATE: 12/15/2021
DESIGN/DRAWN: LEH
DRAWING# 10860500_100_004
PROJECT# 10860.500
SHEET 1 OF 1

H:\Projects Folder\10860.500\Drawings\10860500_100\10860500_100_004.dwg December 15, 2021 12:39:31 PM LH

EXHIBIT "A"

November 26, 1991




LEGAL DESCRIPTION:

A portion of Section 28, Township 28 South, Range 36 East, Brevard County, Florida and being particularly described as follows:

BEGINNING at the Intersection of the North Right-of-Way line of the Water Control District of South Brevard (WCDSB, formerly known as MELBOURNE-TILLMAN WATER CONTROL DISTRICT) Canal No. 1 (225.00 foot in width) with the East Right-of-Way line of WCDSB Canal No. 58 (102.00 foot in width); thence N89°39'16"E, along the North Right-of-Way line of said CANAL No. 1, for 110.00 feet; thence N32°33'39"W for 200.90 feet to the East Right-of-Way line of said CANAL No. 58; thence S00°37'52"W, along the East Right-of-Way line of said CANAL No. 58, for 170.00 feet to the POINT OF BEGINNING.

Said lands, situate, lying and being in Brevard County, Florida and containing 0.21 acres, more or less.

UNSUITABLE FOR MICROFILM

**VOLUNTARY ANNEXATION PROCEDURES**

Requests to petition for a voluntary annexation to the corporate city limits of Palm Bay, Brevard County, Florida shall submit the following documentation prior to consideration. All documentation shall be submitted to:

City of Palm Bay
ATTN: Growth Management Department
120 Malabar Road SE, Palm Bay, Florida 32907

The City of Palm Bay's Growth Management Department shall review requests in accordance with Section 171.044, Florida Statutes.

- ☑ Petition for Voluntary Annexation (only the original will be accepted).
- ☑ Copy of the deed for each parcel requesting annexation.
- ☑ Survey for each parcel seeking annexation.
- ☑ Legal Description, to include metes and bounds, for each parcel.

If the petition is to be considered by the City Council of the City of Palm Bay for acceptance, the Petition shall submit the following supplemental documents.

- ☑ Complete Future Land Use Amendment application and payment of related fees.
- ☑ Complete Zoning application and payment of related fees.
- ☑ Voluntary Annexation Petition fee of $2,000.00 per parcel seeking annexation. Checks shall be made payable to City of Palm Bay.

**NOTE:** The petition fee is non-refundable upon payment to the City.

**PETITION FOR VOLUNTARY ANNEXATION**

**THE HONORABLE MAYOR**
**MEMBERS OF THE CITY COUNCIL**
**CITY OF PALM BAY, FLORIDA**

I (We) do hereby irrevocably petition for the annexation of the property described herein to be within the corporate city limits of Palm Bay, Brevard County, Florida.

1. Name of Petitioner/Owner(s) of Record:

   **Pace Drive Holdings, LLC**

2. Address of Petitioner/Owner(s) of Record:

   **8995 N. Military Trail, Suite 101-B, Palm Beach Gardens, FL 33410**
   **Mailing Address: 700 NW 107TH AVE STE 400 MIAMI, FL 33172**

3. Brevard County Parcel Identification Number(s):

   **28-36-28-00-500**

4. Purpose for seeking Petition:

   To complete the Plat of PALM VISTA EVERLANDS, recorded at Plat Book 69 Page 69, approved by City Council on January 16, 2020.

***NOTE: Petitioner/Owner(s) of Record must submit one form for each parcel of land seeking annexation.***

The petitioner/owner(s) of record hereby acknowledges and agrees that the City of Palm Bay is hereby authorized to annex, at its lawful discretion, the property(ies) in accordance with Section 171.044, Florida Statutes. Upon annexation, the property will be given a City of Palm Bay future land use designation and zoning classification in accordance with state and local laws and the property(ies) shall be subject to the laws and regulations of the City of Palm Bay, Florida.

The petitioner/owner(s) of record hereby acknowledges and agrees that the request for voluntary annexation, if accepted by the City Council of the City of Palm Bay, shall be binding upon the petitioner and their successors, assigns and legal representatives and shall be binding upon and run with the land.

The petitioner/owner(s) of record hereby acknowledges and agrees to promptly record the petition and City Ordinance with the Brevard County Clerk of Courts if petition is accepted by the City Council of the City of Palm Bay.

I (we) request consideration for acceptance of a voluntary annexation of the above-mentioned parcel and acknowledge and agree to the requirements set forth by this request.

Signature of Petitioner/Owner

12-23-2021
Date

Director of Land Acquisition
Gregory Jason Pettibon

**STATE OF** FLORIDA
**COUNTY OF** BREVARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 23RD day of DECEMBER, 2021, by Petitioner/Owner(s) GREGORY PETTIBON, AUTHORIZED REPRESENTATIVE, who is/are ☒ personally known to me or ☐ who has produced _____ as identification.

[SEAL]

Notary Public State of Florida
Alicia L Mateo
My Commission GG 152666
Expires 02/14/2022

Signature of Notary

ALICIA L. MATEO
Printed Name of Notary

My Commission expires on: 2/14/2022

☐ *Additional signature page(s) attached.*

cc: City Manager

December 23, 2021

**Re: Letter of Authorization**

***As the property owner of the site legally described as:***
***Brevard County Parcel Identification Number(s): 28-36-28-00-500***

***I***, Owner Name: Gregory Pettibon

Address: 700 NW 107TH AVE STE 400 MIAMI, FL 33172

Telephone: (954) 415 – 0229

Email: greg.pettibon@lennar.com

***hereby authorize:***

Representative: Kimberly Rezanka, Esq., Lacey Lyons Rezanka

Address: 1290 US Hwy 1, Ste 201, Rockledge, Florida 32955

Telephone: 321-606-0892

Email: Krezanka@LLR.law

***to represent the request(s) for:***

Annexation, Future Land Use, Zoning

Gregory Jason Pettibon, Director of Land Acquisition

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 23RD day of DECEMBER, 20 21 by ~~Jeff Alexander~~ GREGORY PETTIBON, Authorized Representative of property owner, who is personally known/ produced Identification _____.

Alicia L Mateo, Notary Public

Notary Public State of Florida
Alicia L Mateo
My Commission GG 152666
Expires 02/14/2022

# LEGAL DESCRIPTION – EVERLANDS TRIANGLE PROPERTY

PART OF THOSE CERTAIN PARCELS OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 3182, PAGE 2073 AND OFFICIAL RECORDS BOOK 5468, PAGE 6735, PUBLIC RECORDS OF BREVARD COUNTY FLORIDA AND BEING MORE PERTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF SECTION 28, TOWNSHIP 28 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF THE WATER CONTROL DISTRICT OF SOUTH BREVARD (WCDSB, FORMERLY AND NOW KNOWN AS MELBOURNE-TILLMAN WATER CONTROL DISTRICT) CANAL NO.1 (225.00 FOOT IN WIDTH RIGHT-OF-WAY) WITH THE EAST RIGHT-OF-WAY LINE OF WCDSB CANAL NO. 58 (102.00 FOOT IN WIDTH RIGHT-OF-WAY); THENCE N89°44'39"E, ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID CANAL NO. 1, FOR 110.00 FEET; THENCE N32°28'24"W FOR 200.91 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID CANAL NO. 58; THENCE S00°43'04"W, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID CANAL NO. 58, FOR 170.00 FEET TO THE POINT OF BEGINNING CONTAINING 0.21 ACRES, MORE OR LESS.

CFN 2018009701, OR BK 8069 Page 1839, Recorded 01/12/2018 at 04:41 PM, Scott Ellis, Clerk of Courts, Brevard County Doc. D: $0.70

This instrument was prepared
by and should be returned to:

Laurie L. Gildan, Esq.
Greenberg Traurig, P.A.
777 South Flagler Drive, Suite 300 East
West Palm Beach, Florida 33401

Consideration: $10.00
Documentary Stamp Tax: $0.70

# SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of January 11, 2018, by **PALM VISTA PRESERVE, LLC,** a Florida limited liability company, whose address is 8895 N. Military Trail, Suite 101-B, Palm Beach Gardens, Florida 33410 (hereinafter referred to as the "Grantor") to **PACE DRIVE HOLDINGS, LLC**, a Florida limited liability company, whose address is 8895 N. Military Trail, Suite 101-B, Palm Beach Gardens, Florida 33410 (hereinafter referred to as the "Grantee");

Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and their successors and assigns.

Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, alienate, remise, release, convey, and transfer to Grantee, the land in Brevard County, Florida, described on Exhibit "A" attached (the "Property").

TOGETHER WITH all the tenements, hereditaments, easements and appurtenances, including riparian rights, if any, thereto belonging or in anywise appertaining;

TO HAVE AND TO HOLD the Property in fee simple forever.

AND THE GRANTOR does hereby specially warrant the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against none other;

THE CONVEYANCE made herein, however, is expressly subject only to covenants, restrictions, easements and reservations of record, and taxes and assessments for the year 2017 and subsequent years, which are not yet due and payable.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed as of the date first set forth above.

Signed, sealed and delivered
in the presence of:

By: _____
Print Name: MICHAEL WOLF

By: _____
Print Name: MITRA MOLLAIE

**PALM VISTA PRESERVE, LLC,**
a Florida limited liability company

By: _____

Print Name: JON RAPAPORT

Its: VP

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 11th day of January, 2018 by Jon Rapaport as Vice President of **PALM VISTA PRESERVE, LLC**, a Florida limited liability company, on behalf of the company. He/She is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

_____
Notary Public Signature

JULIE ANNE DeMORE
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # FF134285
EXPIRES 6/19/2018
BONDED THRU 1-888-NOTARY1

_____
Typed or Printed Notary Name
Notary Public-State of _____
Commission No.: _____
My Commission Expires: _____

# EXHIBIT "A"

## Legal Description of the Property

SOUTHEAST PARCEL

A PARCEL OF LAND IN SECTIONS 28 AND 29, TOWNSHIP 28 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 28 SOUTH, RANGE 36 EAST, AND RUN N00°42'46"E ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 28 A DISTANCE OF 112.52 FEET; THENCE S89°44'39"W A DISTANCE OF 47.01 FEET TO THE NORTH RIGHT-OF-WAY OF WATER CONTROL DISTRICT OF BREVARD CANAL NUMBER ONE (A 225 FOOT RIGHT-OF-WAY); THENCE S89°44'39"W ALONG SAID NORTH LINE OF CANAL NUMBER ONE A DISTANCE OF 831.51 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE S89°44'39"W, ALONG SAID NORTH RIGHT-OF-WAY OF CANAL NUMBER ONE, A DISTANCE OF 1759.16 FEET TO THE WEST LINE OF SAID SECTION 28; THENCE N0°38'41"E, ALONG SAID WEST LINE OF SECTION 28, A DISTANCE OF 6.00 FEET; THENCE S89°48'32"W, ALONG SAID NORTH RIGHT-OF-WAY LINE OF CANAL NUMBER ONE (A 237 FOOT RIGHT-OF-WAY), A DISTANCE OF 69.08 FEET TO THE SOUTHEAST CORNER OF ST. JOHNS HERITAGE PARKWAY, AS DESCRIBED IN OFFICIAL RECORDS BOOK 6149, PAGE 2602, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE ALONG THE EAST RIGHT-OF-WAY OF SAID ST. JOHNS HERITAGE PARKWAY THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1) N00°41'01"E, A DISTANCE OF 343.23 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; 2) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE EAST AND HAVING A RADIUS OF 2700.00 FEET, A CENTRAL ANGLE OF 14°28'43", A CHORD LENGTH OF 680.48 FEET AND A CHORD BEARING OF N07°55'20"E), A DISTANCE OF 682.29 FEET TO THE END OF SAID CURVE; 3) THENCE N15°09'41"E, A DISTANCE OF 258.03 FEET TO THE SOUTHWEST CORNER OF PACE DRIVE, AS DESCRIBED IN OFFICIAL RECORDS BOOK 6149, PAGE 2602, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND THE BEGINNING OF A CURVE TO THE RIGHT; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID PACE DRIVE THE FOLLOWING FIVE (5) COURSES AND DISTANCES: 1) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 89°57'24", A CHORD DISTANCE OF 49.48 FEET, AND A CHORD BEARING OF N60°08'24"E), A DISTANCE OF 54.95 FEET TO THE END OF SAID CURVE: 2) THENCE S74°52'54"E, A DISTANCE OF 222.09 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; 3) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTH AND HAVING A RADIUS OF 1140.00 FEET, A CENTRAL ANGLE OF 27°34'32", A CHORD LENGTH OF 543.38 FEET, AND A CHORD BEARING OF S88°40'09"E), A DISTANCE OF 548.66 FEET TO A POINT OF REVERSE CURVATURE; 4) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 1500.00 FEET, A CENTRAL ANGLE OF 32°56'36", A CHORD LENGTH OF 850.62 FEET, AND A CHORD BEARING OF S85°59'07"E), A DISTANCE OF 862.45 FEET TO A POINT OF REVERSE CURVATURE: 5) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTH AND HAVING A RADIUS OF 1542.49 FEET, A CENTRAL ANGLE OF 00°26'48", A CHORD LENGTH OF 12.02 FEET, AND A CHORD BEARING OF S69°44'13"E), A DISTANCE OF 12.02 FEET TO THE NORTHWEST CORNER OF PARCEL G, AS DESCRIBED IN OFFICIAL RECORDS BOOK 5468, PAGE 6880, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE S00°07'38"E, ALONG THE WEST LINE OF SAID PARCEL G, A DISTANCE OF 1155.02 FEET TO THE POINT OF BEGINNING. CONTAINING 50.4 ACRES MORE OR LESS.

# STAFF REPORT

## LAND DEVELOPMENT DIVISION

120 Malabar Road SE • Palm Bay, FL 32907 • Telephone: (321) 733-3042
Landdevelopmentweb@palmbayflorida.org

**Prepared by**

Christopher Balter, Planner II

| **CASE NUMBER** | **PLANNING & ZONING BOARD HEARING DATE** |
|---|---|
| FD-28-2019 | December 4, 2019 |
| **PROPERTY OWNER & APPLICANT** | **PROPERTY LOCATION/ADDRESS** |
| Lennar Homes, Inc., Pace Drive Holdings LLC<br>Scott Glaubitz, Authorized Representative | Parcel ID 28-36-28-00-503 (Located at the southeast corner of St. Johns Heritage Parkway and Pace Drive NW.) |

| | |
|---|---|
| **SUMMARY OF REQUEST** | Final Development Plan approval for a 162-lot single-family development called Palm Vista Everlands. |
| **Existing Zoning** | PUD, Planned Unit Development |
| **Existing Land Use** | Single-Family Residential Use |
| **Site Improvements** | Vacant Unimproved Land (Former Orange Groves) |
| **Site Acreage** | 50.40 acres, more or less |
| **SURROUNDING ZONING & USE OF LAND USE** | |
| **North** | AU, Agricultural Residential (County); Undeveloped Land |
| **East** | AU, Agricultural Residential (County); Undeveloped Land |
| **South** | GU General Use Holding; MTWCD Canal 1 |
| **West** | AU, Agricultural Residential (County); Undeveloped Land |
| **COMPREHENSIVE PLAN COMPATIBILITY** | The adopted future land use of the subject property is Single-Family Residential Use. The proposed development of a single-family planned unit development is compliant with the Single-Family Residential future land use designation. |

**BACKGROUND:**

The subject property is at the southeast corner of St. Johns Heritage Parkway and Pace Drive NW. The subject property is approximately 50.40 acres. The initial Preliminary Development Plan for Palm Vista Preserve received approval from City Council at its Regular Meeting, held January 20, 2005, (Case PUD-3-2005), and, after multiple extensions, expired on August 6, 2017. The Preliminary Development Plan received approval from City Council on November 15, 2018 by Case PUD-25-2018.

**ANALYSIS:**

The applicant is requesting Final Development Plan (FDP) approval for a Planned Unit Development (PUD), to construct a single-family residential subdivision called the Palm Vista Everlands. 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 and open space, from those elements required in any singular zoning classification found in the city's Zoning Code.

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 proposed community. The planned unit development process simplifies the procedure for obtaining approval of these developments through simultaneous review of the proposed land use, site consideration, public needs and requirements, and health and safety factors.

Specifically, the FDP proposes a 162-unit single-family development that will be constructed in two phases. The proposed density is 3.21 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). Per the FDP, the typical lots within the residential development are 50' x 125'.The development will consist of a gated entrance with amenities including a covered patio with a pool, recreation and open space areas, stormwater management ponds, and private roadways.

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 conform with the applicable requirements of this section. The following items shall be addressed upon submission of the administrative construction plan approval:

A. The setbacks shall be defined in the Declarations of Covenants & Restrictions and places upon the subdivision plat.

B. The minimum home size shall be provided in the Declarations of Covenants & Restrictions.

C. A portion of the site is currently within FEMA Flood Zone AE, per FEMA Flood Insurance Rate Map Number 12009C0590G (effective 03/17/2014). Per Section

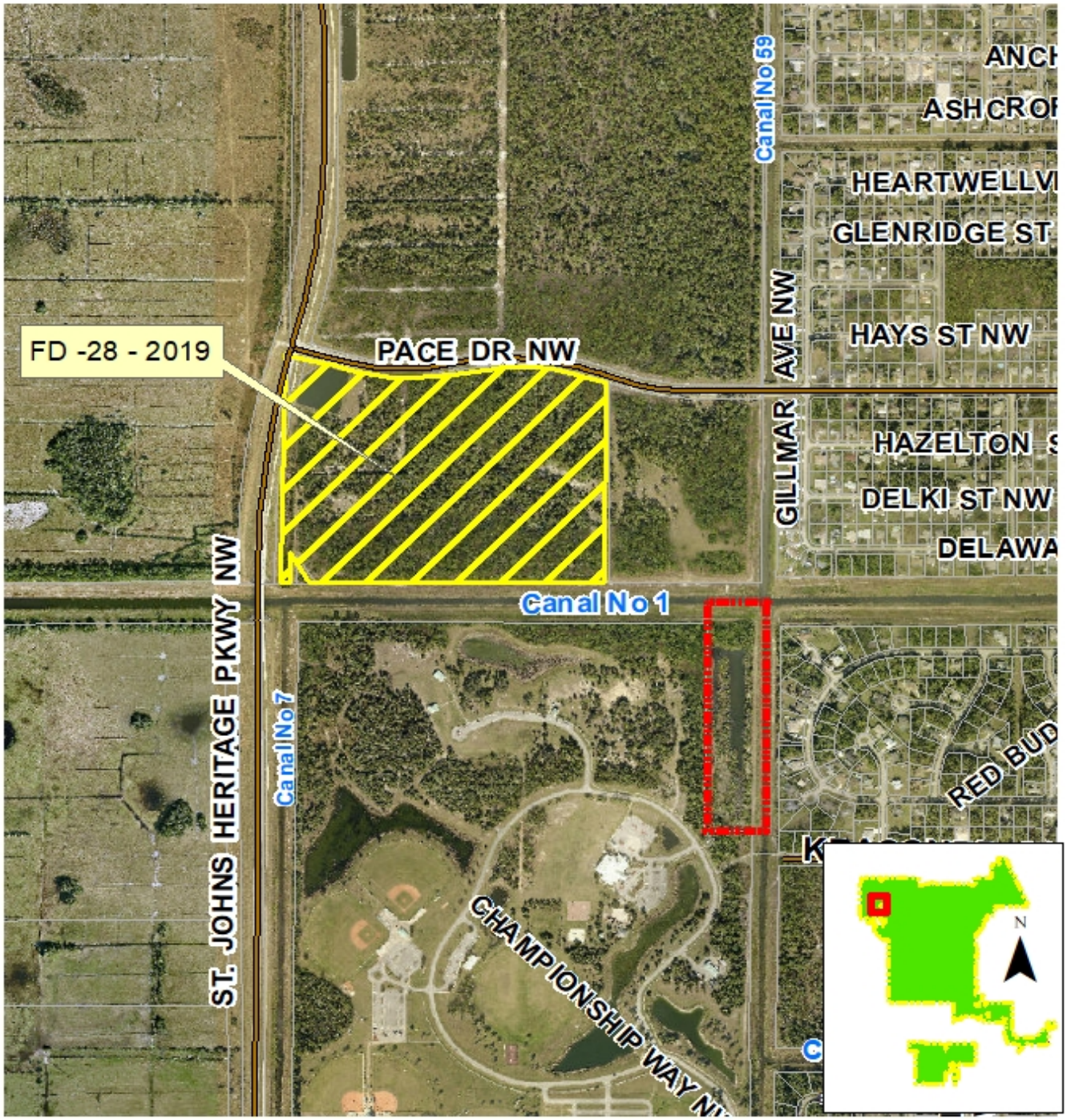
174.003(C)(5) of the Palm Bay Code of Ordinances, the developer is required to apply for a “Conditional Letter of Map Amendment/Revision” (CLOMR). FEMA must review any subdivision plans and make recommendations if necessary, before the construction plans are approved. An approved LOMR will be required for this project upon completion of each phase.

**STAFF RECOMMENDATION:**

Motion to approve Case FD-28-2019, subject to the items contained in this report.

The City of Palm Bay Florida

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

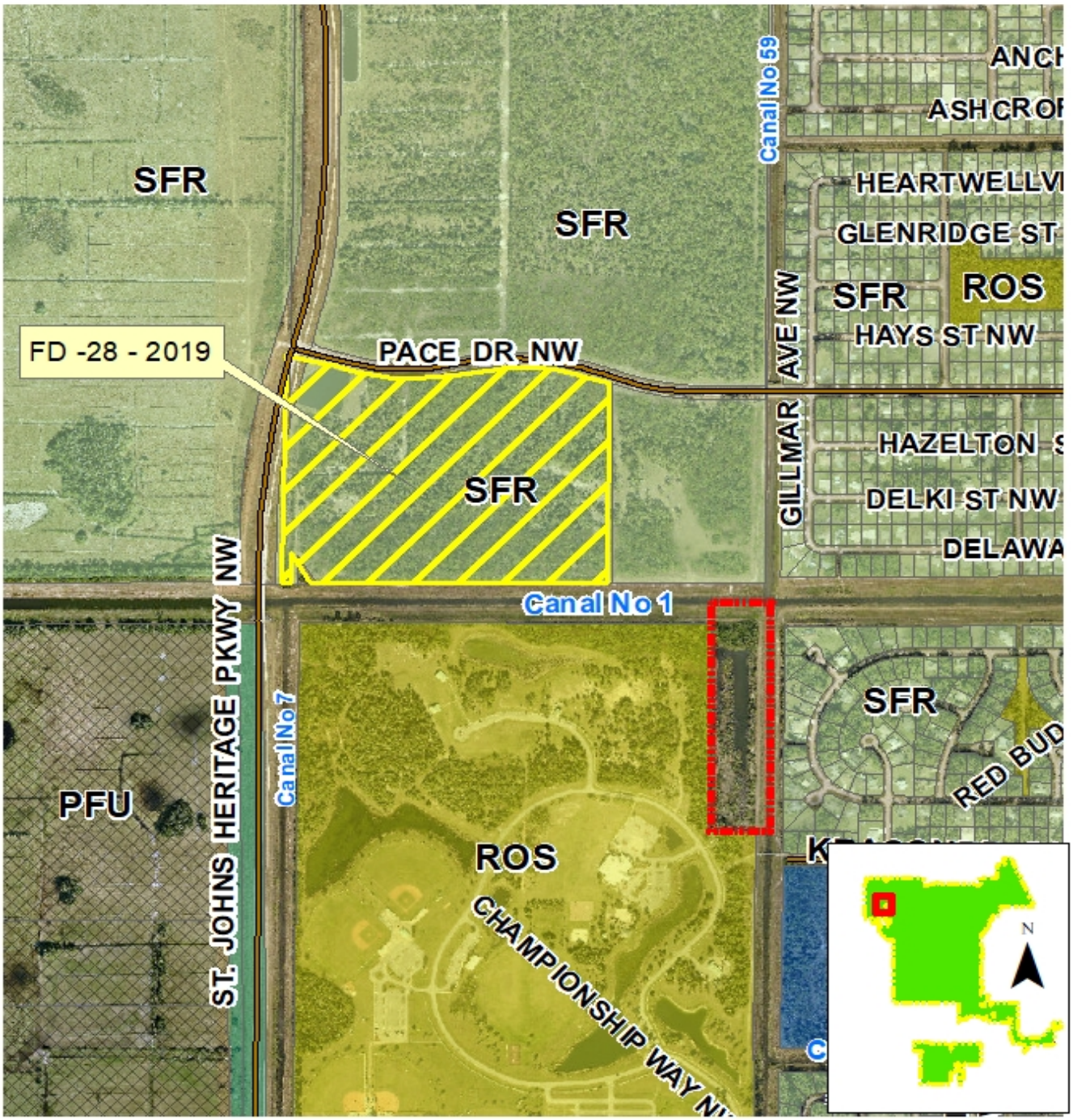



# AERIAL LOCATION MAP CASE FD-28-2019

**Subject Property**

Southeast corner of St. Johns Heritage Parkway NW and Pace Drive NW

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

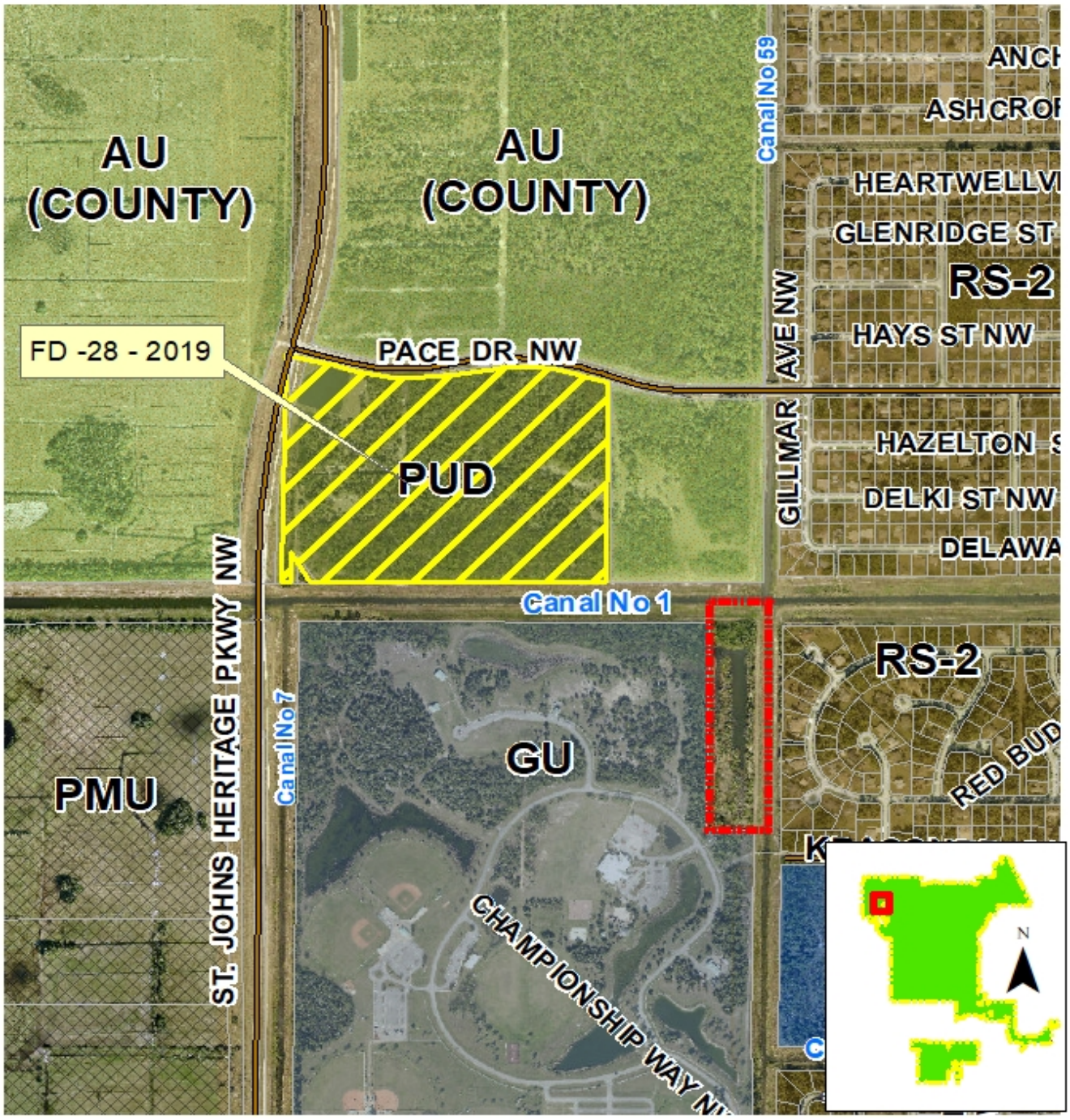



# FUTURE LAND USE MAP CASE FD-28-2019

**Subject Property**
Southeast corner of St. Johns Heritage Parkway NW and Pace Drive NW

**Future Land Use Classification**
SFR – Single Family Residential Use

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




## ZONING MAP CASE FD-28-2019

**Subject Property**
Southeast corner of St. Johns Heritage Parkway NW and Pace Drive NW

**Current Zoning Classification**
PUD – Planned Unit Development

# ORDINANCE 2022-26

**AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF CERTAIN REAL PROPERTY LOCATED IN THE VICINITY EAST OF ST. JOHNS HERITAGE PARKWAY AND NORTH OF MELBOURNE-TILLMAN WATER CONTROL DISTRICT CANAL C-1, AND LEGALLY DESCRIBED HEREIN; PROVIDING FOR FILING A COPY OF THE ORDINANCE WITH THE BREVARD COUNTY CLERK OF THE CIRCUIT COURT, THE CHIEF ADMINISTRATIVE OFFICER OF BREVARD COUNTY, AND THE STATE OF FLORIDA DEPARTMENT OF STATE; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** Pace Drive Holdings, LLC, has petitioned the City Council of the City of Palm Bay to voluntarily annex the herein described property, and

**WHEREAS,** said property is situated in an unincorporated area of Brevard County and is contiguous to the present boundary of the City of Palm Bay, and

**WHEREAS,** said property is reasonably compact and annexation of it would not result in the creation of an enclave, and

**WHEREAS,** the City Council of the City of Palm Bay desires to annex said property into 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.*** In accordance with the provisions of Section 171.044, Florida Statutes, the parcel of real property being situated in the County of Brevard, State of Florida, legally described herein as Exhibit ‘A’, and being contiguous to the existing corporate limits and boundaries of the City of Palm Bay, and being reasonably compact, and creating no enclaves is hereby annexed, established, organized into and made a part of the City of Palm Bay.

***SECTION 2.*** The corporate limits and boundary lines of the City of Palm Bay, Brevard County, Florida, shall be redefined so as to include therein the parcel, incorporated herein as Exhibit 'A', hereby annexed.

***SECTION 3.*** The parcel of property to be annexed is hereby depicted on the attached map which, by reference, is incorporated herein as Exhibit 'B'.

***SECTION 4.*** This ordinance of annexation has been noticed, by reference, once a week for two consecutive weeks in a newspaper of general circulation in the County of Brevard, Florida, prior to its adoption.

***SECTION 5.*** The City Clerk shall file a copy of this ordinance with the Brevard County Clerk of the Circuit Court, the Chief Administrator of Brevard County, and the State of Florida Department of State.

***SECTION 6.*** 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 7.*** 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 8.*** The provisions within this ordinance shall take effect immediately upon the enactment date.

Read in title only at Meeting 2022- , held on , 2022; and read in title only and duly enacted at Meeting 2022- , held on , 2022.

_____
Rob Medina, MAYOR

ATTEST:

_____
Terese M. Jones, CITY CLERK

Reviewed by CAO: _____

Applicant: Pace Drive Holdings, LLC
Case: A-3-2022

cc: (date) Brevard County Recording
Applicant
Case File

# LEGAL DESCRIPTION – EVERLANDS TRIANGLE PROPERTY

PART OF THOSE CERTAIN PARCELS OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 3182, PAGE 2073 AND OFFICIAL RECORDS BOOK 5468, PAGE 6735, PUBLIC RECORDS OF BREVARD COUNTY FLORIDA AND BEING MORE PERTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF SECTION 28, TOWNSHIP 28 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF THE WATER CONTROL DISTRICT OF SOUTH BREVARD (WCDSB, FORMERLY AND NOW KNOWN AS MELBOURNE-TILLMAN WATER CONTROL DISTRICT) CANAL NO.1 (225.00 FOOT IN WIDTH RIGHT-OF-WAY) WITH THE EAST RIGHT-OF-WAY LINE OF WCDSB CANAL NO. 58 (102.00 FOOT IN WIDTH RIGHT-OF-WAY); THENCE N89°44'39"E, ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID CANAL NO. 1, FOR 110.00 FEET; THENCE N32°28'24"W FOR 200.91 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID CANAL NO. 58; THENCE S00°43'04"W, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID CANAL NO. 58, FOR 170.00 FEET TO THE POINT OF BEGINNING CONTAINING 0.21 ACRES, MORE OR LESS.

Exhibit 'B'

The City of Palm Bay Florida

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

## AERIAL LOCATION MAP CASE: A-3-2022

**Subject Property**

Southwest of and adjacent to Veridian Dr NW, in the vicinity east of St. Johns Heritage Pkwy NW

The City of Palm Bay Florida

# LEGISLATIVE MEMORANDUM

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

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

**THRU:** **Alexandra Bernard, Growth Management Director**

**DATE:** **4/7/2022**

**RE:** **Ordinance 2022-37, rezoning property located in the vicinity east of St. Johns Heritage Parkway and north of Melbourne-Tillman Water Control District Canal C-1, from General Use (Brevard County) to PUD (Planned Unit Development) (0.21 acres) (Case CPZ-8-2022, Pace Drive Holdings, LLC), final reading. (Quasi-Judicial Proceeding) (CONTINUED FROM 03/17/22 RCM)**

As you may recall, the above request was scheduled for second reading at the March 17, 2022 regular Council meeting but was continued due to advertising issues.

Pace Drive Holdings, LLC, authorized manager Gregory Pettibon, Lennar Homes (Kimberly Rezanka, Esq., Lacy Lyons Rezanka, Rep.) has submitted for a rezoning of the subject property from General Use (Brevard County) to a PUD, Planned Unit Development, contingent upon City Council acceptance of a Petition for Voluntary Annexation (Case A-3-2022). The undeveloped parcel is generally located at the northeast intersection of St. Johns Heritage Parkway and Melbourne-Tillman Water Control District Canal 1.

It was recently discovered that the subject .21-acre parcel, a part of the Palm Vista Everland development plan, was omitted from the legal description that annexed the overall development properties into the City (Ordinance 2003-32). To rectify this oversight, the applicant has submitted a Petition for Voluntary Annexation of the .21-acre parcel, accompanied by a Future Land Use Map Amendment and the subject Rezoning request referencing Case FD-28-2019 (Ordinance 2020-03).

**REQUESTING DEPARTMENT:**
Growth Management

**RECOMMENDATION:**
Motion to approve Case CPZ-8-2022.

**Planning and Zoning Board Recommendation:**
Unanimous approval of the request.

**ATTACHMENTS:**

**Description**

Case CPZ-8-2022 - Staff Report - Revised
Case CPZ-8-2022 - Survey
Case CPZ-8-2022 - Exhibit A Staff Report FD-28-2019
Case CPZ-8-2022 - Application
Case CPZ-8-2022 - Board Minutes
Ordinance 2022-37

REVISED

# STAFF REPORT

## LAND DEVELOPMENT DIVISION

120 Malabar Road SE • Palm Bay, FL 32907 • Telephone: (321) 733-3042
landdevelopmentweb@palmbayflorida.org

**Prepared by**
Alexandra Bernard, Growth Management Director

| **CASE NUMBER** | **PLANNING & ZONING BOARD HEARING DATE** |
|---|---|
| CPZ-8-2022 | February 2, 2022 |

| **PROPERTY OWNER & APPLICANT** | **PROPERTY LOCATION/ADDRESS** |
|---|---|
| Pace Drive Holdings, LLC; Gregory J. Pettibon; represented by Kim Rezanka Esq. | Parcel ID 28-36-28-00-500 / Tax Account 2851716<br>A parcel of land in Sections 28 and 29, Township 28 South, Range 36 East, Brevard County, Florida |

**SUMMARY OF REQUEST**

Contingent upon City Council acceptance of a Petition for Voluntary Annexation at the Regular Council Meeting scheduled for March 3, 2022, the applicant is requesting ~~a small-scale Future Land Use Map Amendment from Brevard County Agricultural to the SFR, Single Family Residential land use~~ **>>**Rezoning from Brevard County General Use to City PUD (O-2020-23)**<<**.

| | |
|---|---|
| **Existing Zoning** | Brevard County General Use |
| **Existing Land Use** | Brevard County Agricultural |
| **Site Improvements** | Undeveloped Land |
| **Site Acreage** | 0.21 acres |

**SURROUNDING ZONING & USE OF LAND**

| | |
|---|---|
| **North** | Zoning: SFR, Single Family Residential; FLU: PUD Planned Unit Development |
| **East** | Zoning: SFR, Single Family Residential; FLU: PUD Planned Unit Development |
| **South** | C-1 Canal; Zoning: GU, General Use Holding; FLU: ROS, Residential Open Space (Fred Poppe Regional Park) |
| **West** | St. Johns Heritage Parkway |

The subject parcel is generally located at the northeast intersection of St. Johns Heritage Parkway and Melbourne-Tillman Water Control District Canal No. 1.

By Ordinance 2003-32, City Council modified the City's boundaries to include approximately 1,500 acres located around the intersection of the St. Johns Heritage Parkway from the Melbourne-Tillman Water Control District Canal No. 1 north to Emerson Drive.

By Ordinance 2020-03, City Council approved the Final Development Plan for 'Palm Vista Everlands' at the recommendation of the Planning & Zoning Board at the regular meeting on December 4, 2019 (Case FD-28-2019).

It was recently discovered that one parcel approximately 0.21 acres, which was included in the overall development plan, was not included in the legal description for the annexation. Therefore, to rectify this oversight, Pace Drive Holdings, LLC has submitted a Petition for Voluntary Annexation for this 0.21-acre parcel, accompanied by the applicants request for a Future Land Use Map Amendment and Zoning. All of the remaining sections below will reference the previous staff report for the original case FD-28-2019, presented to the Planning & Zoning Board on December 4, 2019 as this is the applicant's intended use of the subject parcel.

**ANALYSIS:**

See Exhibit "A" – Staff Report for Case FD-28-2019

**STAFF RECOMMENDATION:**

Case CPZ-8-2022 is recommended for approval.

The City of Palm Bay Florida

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

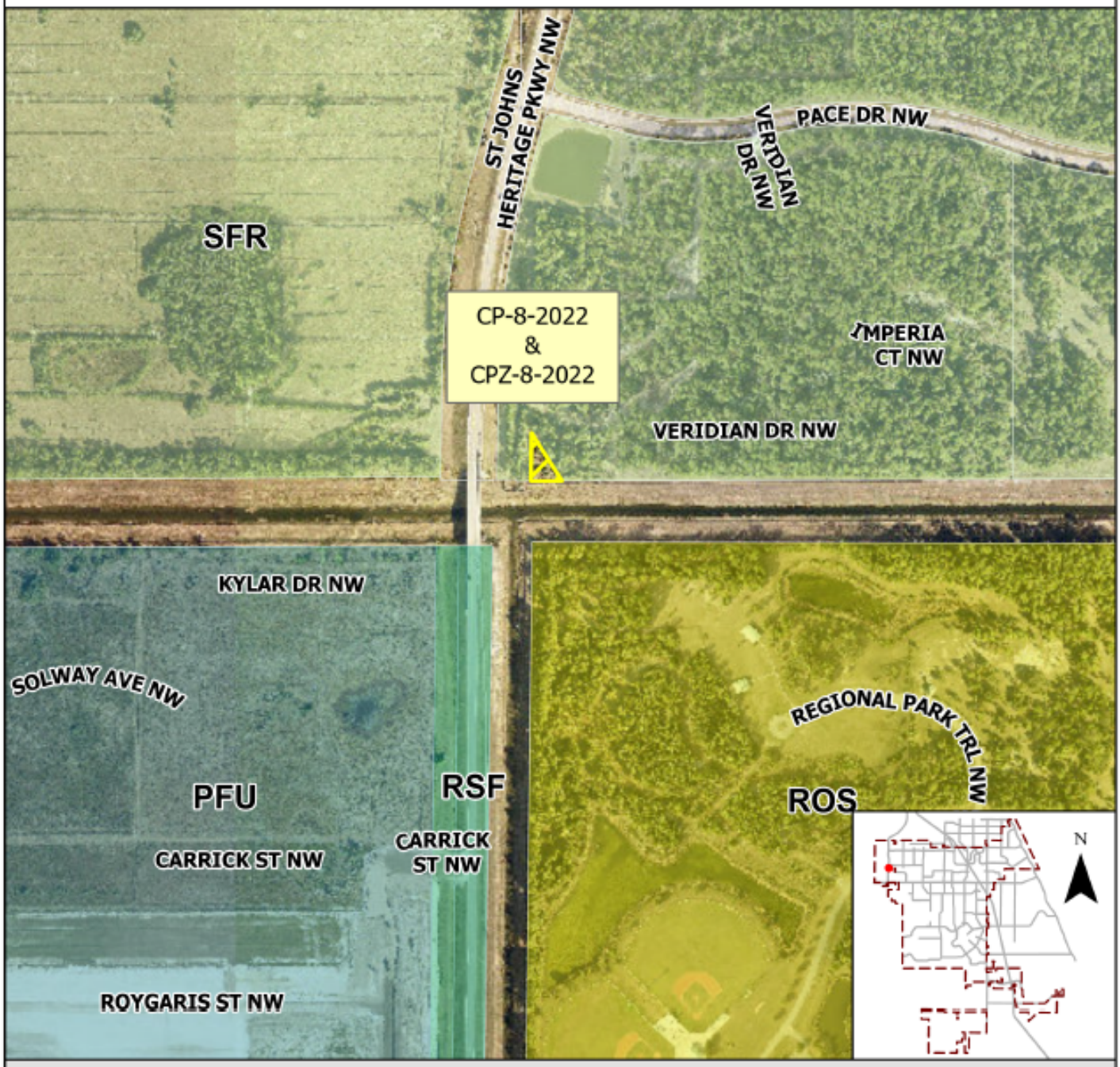
## AERIAL LOCATION MAP CASE: CP-8-2022 & CPZ-8-2022

**Subject Property**

Southwest of and adjacent to Veridian Dr NW, in the vicinity east of St. Johns Heritage Pkwy NW

The City of Palm Bay Florida

*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-8-2022 & CPZ-8-2022

**Subject Property**

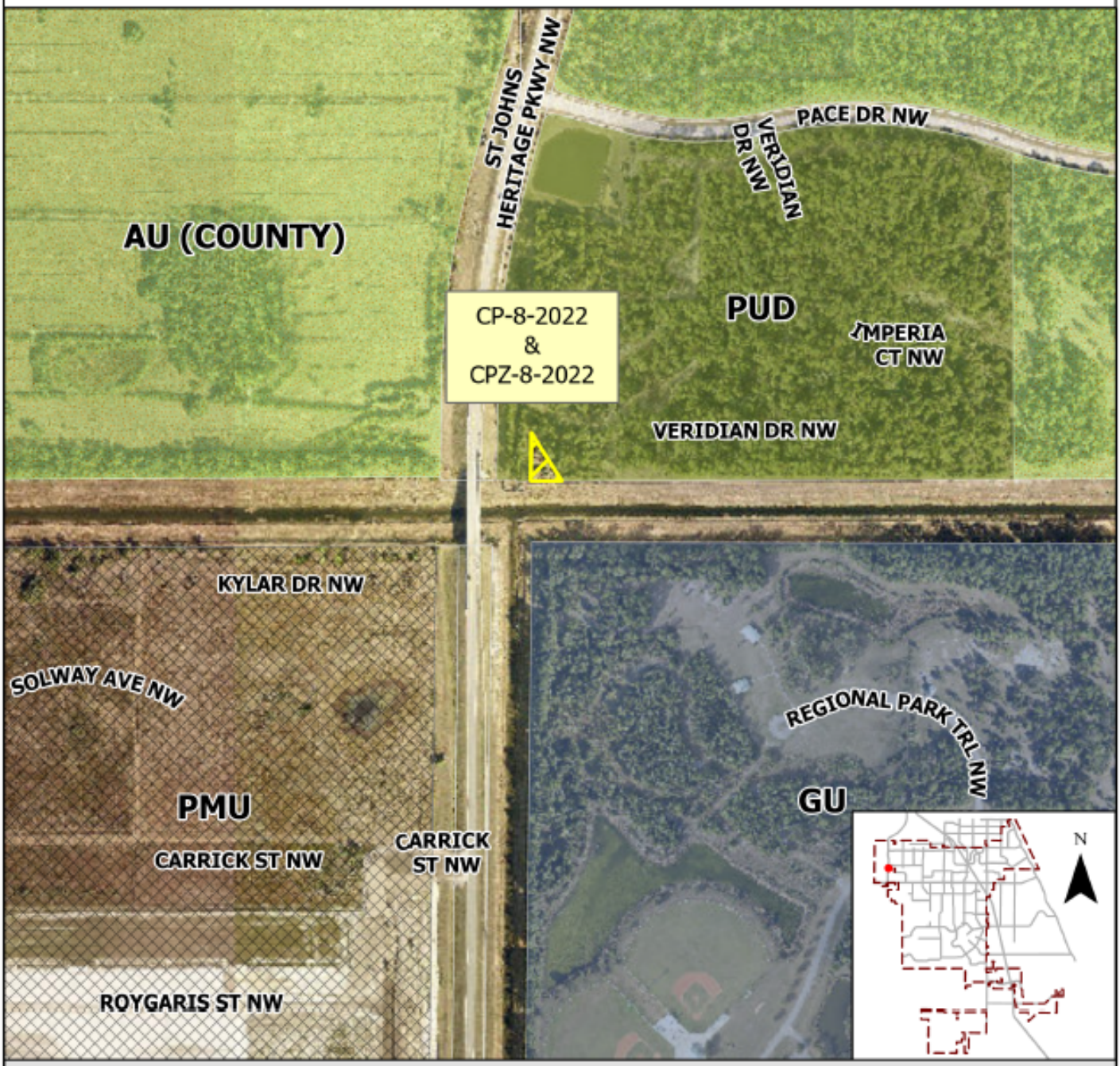
Southwest of and adjacent to Veridian Dr NW, in the vicinity east of St. Johns Heritage Pkwy NW

**Future Land Use Classification**

AGRIC – Agricultural

The City of Palm Bay Florida

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



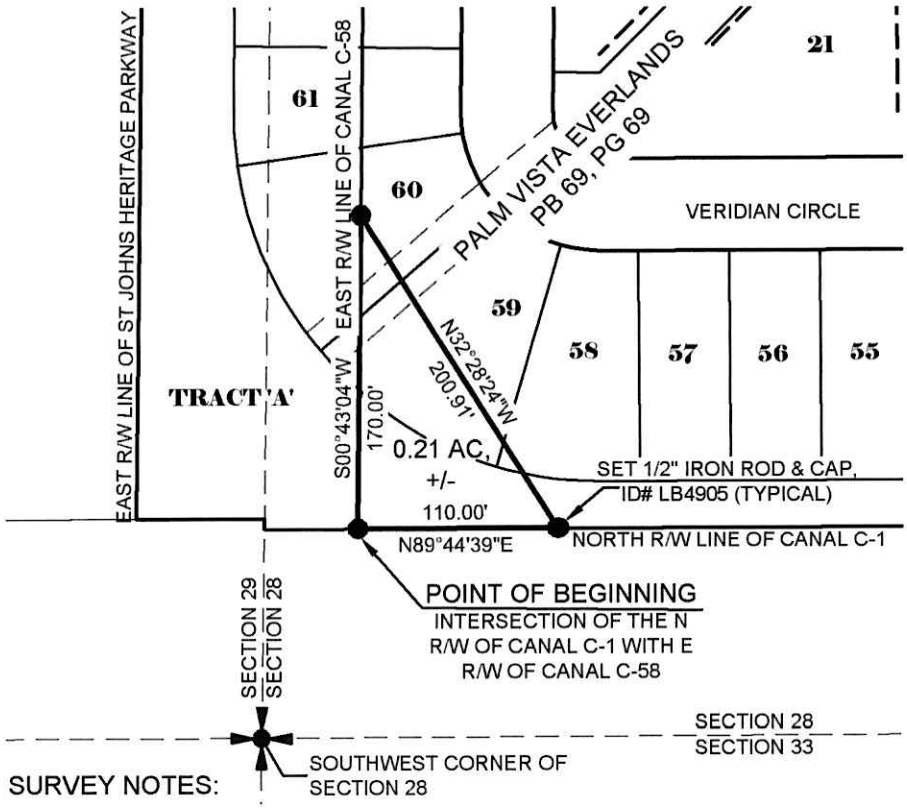

## ZONING MAP CASE: CP-8-2022 & CPZ-8-2022

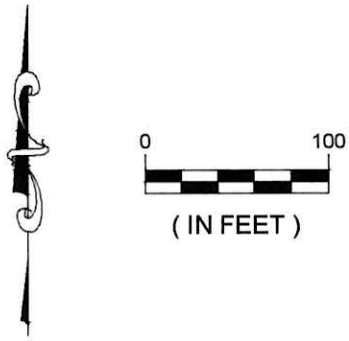
**Subject Property**

Southwest of and adjacent to Veridian Dr NW, in the vicinity east of St. Johns Heritage Pkwy NW

**Current Zoning Classification**

GU – General Use




**ABBREVIATIONS**

| | |
|---|---|
| PB | PLAT BOOK |
| PG | PAGE(S) |
| R/W | RIGHT-OF-WAY |

## SURVEY NOTES:

SURVEY OF PART OF TRACT A & PART OF LOTS 58, 59 AND 60, PALM VISTA EVERLANDS AS RECORDED IN PLAT BOOK 69, PAGE 69, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA LYING IN SECTION 28, TOWNSHIP 28 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA.

SURVEY FOR BOUNDARY AND DESCRIPTION ONLY.

IMPROVEMENTS AND/OR UTILITIES, WHETHER ABOVEGROUND OR UNDERGROUND, ARE NOT LOCATED OR SHOWN ON THIS SURVEY.

BEARING REFERENCE: ASSUMED BEARING OF N89°44'39"E ON THE NORTH RIGHT-OF-WAY LINE OF MELBOURNE-TILLMAN WATER CONTROL DISTRICT CANAL C-1, ACCORDING TO THE PLAT OF PALM VISTA EVERLANDS AS RECORDED IN PLAT BOOK 69, PAGE 69, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

THIS SURVEY IS SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE.

THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER UNLESS ELECTRONICALLY SIGNED AND SEALED IN ACCORDANCE WITH FLORIDA STATUTES CHAPTER 472.025.

THIS SURVEY MEETS THE STANDARDS OF PRACTICE FOR SURVEYS AS REQUIRED BY FLORIDA STATUTES CHAPTER 472 AND THE STANDARDS OF PRACTICE FOR SURVEYS AS REQUIRED BY CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

DATE OF LAST FIELD WORK: 12-8-21

## DESCRIPTION

PART OF THOSE CERTAIN PARCELS OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 3182, PAGE 2073 AND OFFICIAL RECORDS BOOK 5468, PAGE 6735, PUBLIC RECORDS OF BREVARD COUNTY FLORIDA AND BEING MORE PERTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF SECTION 28, TOWNSHIP 28 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF THE WATER CONTROL DISTRICT OF SOUTH BREVARD (WCDSB, FORMERLY AND NOW KNOWN AS MELBOURNE-TILLMAN WATER CONTROL DISTRICT) CANAL NO.1 (225.00 FOOT IN WIDTH RIGHT-OF-WAY) WITH THE EAST RIGHT-OF-WAY LINE OF WCDSB CANAL NO. 58 (102.00 FOOT IN WIDTH RIGHT-OF-WAY); THENCE N89°44'39"E, ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID CANAL NO. 1, FOR 110.00 FEET; THENCE N32°28'24"W FOR 200.91 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID CANAL NO. 58; THENCE S00°43'04"W, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID CANAL NO. 58, FOR 170.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.21 ACRES, MORE OR LESS.

LESLIE E. HOWARD
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA LICENSE NUMBER 5611

# PALM VISTA "TRIANGLE PIECE"

**B.S.E. CONSULTANTS, INC.**
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901
PHONE: (321) 725-3674 FAX: (321) 723-1159
CERTIFICATE OF BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

DATE: 12/15/2021
DESIGN/DRAWN: LEH
DRAWING# 10860500_100_004
PROJECT# 10860.500
SHEET 1 OF 1

H:\Projects Folder\10860.500\Drawings\10860500_100\10860500_100_004.dwg December 15, 2021 12:39:31 PM LH

# STAFF REPORT

## LAND DEVELOPMENT DIVISION

120 Malabar Road SE • Palm Bay, FL 32907 • Telephone: (321) 733-3042
Landdevelopmentweb@palmbayflorida.org

**Prepared by**

Christopher Balter, Planner II

| **CASE NUMBER** | **PLANNING & ZONING BOARD HEARING DATE** |
|---|---|
| FD-28-2019 | December 4, 2019 |
| **PROPERTY OWNER & APPLICANT** | **PROPERTY LOCATION/ADDRESS** |
| Lennar Homes, Inc., Pace Drive Holdings LLC<br>Scott Glaubitz, Authorized Representative | Parcel ID 28-36-28-00-503 (Located at the southeast corner of St. Johns Heritage Parkway and Pace Drive NW.) |

| | |
|---|---|
| **SUMMARY OF REQUEST** | Final Development Plan approval for a 162-lot single-family development called Palm Vista Everlands. |
| **Existing Zoning** | PUD, Planned Unit Development |
| **Existing Land Use** | Single-Family Residential Use |
| **Site Improvements** | Vacant Unimproved Land (Former Orange Groves) |
| **Site Acreage** | 50.40 acres, more or less |
| **SURROUNDING ZONING & USE OF LAND USE** | |
| **North** | AU, Agricultural Residential (County); Undeveloped Land |
| **East** | AU, Agricultural Residential (County); Undeveloped Land |
| **South** | GU General Use Holding; MTWCD Canal 1 |
| **West** | AU, Agricultural Residential (County); Undeveloped Land |
| **COMPREHENSIVE PLAN COMPATIBILITY** | The adopted future land use of the subject property is Single-Family Residential Use. The proposed development of a single-family planned unit development is compliant with the Single-Family Residential future land use designation. |

**BACKGROUND:**

The subject property is at the southeast corner of St. Johns Heritage Parkway and Pace Drive NW. The subject property is approximately 50.40 acres. The initial Preliminary Development Plan for Palm Vista Preserve received approval from City Council at its Regular Meeting, held January 20, 2005, (Case PUD-3-2005), and, after multiple extensions, expired on August 6, 2017. The Preliminary Development Plan received approval from City Council on November 15, 2018 by Case PUD-25-2018.

**ANALYSIS:**

The applicant is requesting Final Development Plan (FDP) approval for a Planned Unit Development (PUD), to construct a single-family residential subdivision called the Palm Vista Everlands. 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 and open space, from those elements required in any singular zoning classification found in the city's Zoning Code.

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 proposed community. The planned unit development process simplifies the procedure for obtaining approval of these developments through simultaneous review of the proposed land use, site consideration, public needs and requirements, and health and safety factors.

Specifically, the FDP proposes a 162-unit single-family development that will be constructed in two phases. The proposed density is 3.21 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). Per the FDP, the typical lots within the residential development are 50' x 125'.The development will consist of a gated entrance with amenities including a covered patio with a pool, recreation and open space areas, stormwater management ponds, and private roadways.

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 conform with the applicable requirements of this section. The following items shall be addressed upon submission of the administrative construction plan approval:

A. The setbacks shall be defined in the Declarations of Covenants & Restrictions and places upon the subdivision plat.

B. The minimum home size shall be provided in the Declarations of Covenants & Restrictions.

C. A portion of the site is currently within FEMA Flood Zone AE, per FEMA Flood Insurance Rate Map Number 12009C0590G (effective 03/17/2014). Per Section

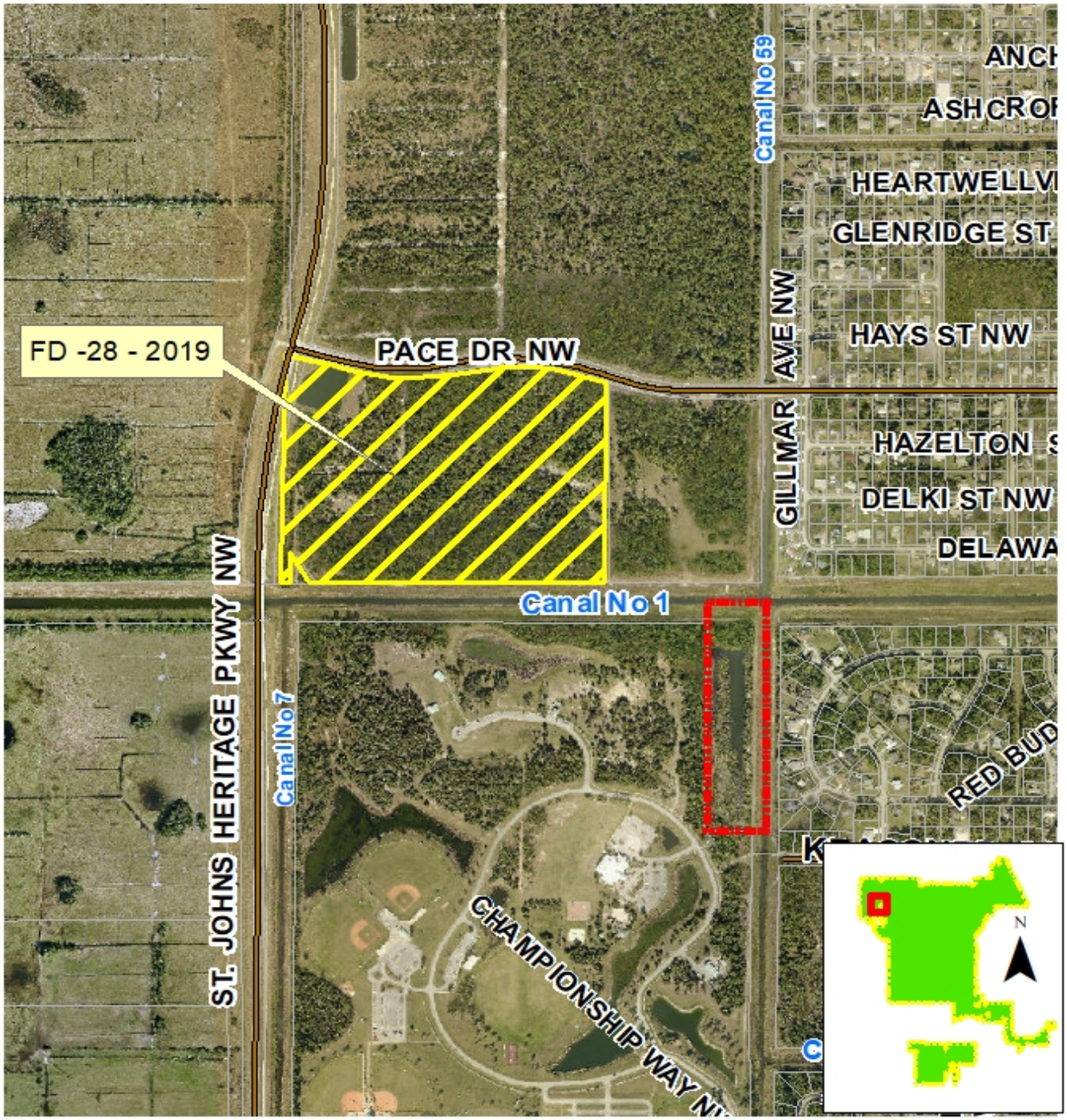
174.003(C)(5) of the Palm Bay Code of Ordinances, the developer is required to apply for a “Conditional Letter of Map Amendment/Revision” (CLOMR). FEMA must review any subdivision plans and make recommendations if necessary, before the construction plans are approved. An approved LOMR will be required for this project upon completion of each phase.

**STAFF RECOMMENDATION:**

Motion to approve Case FD-28-2019, subject to the items contained in this report.

The City of Palm Bay Florida

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

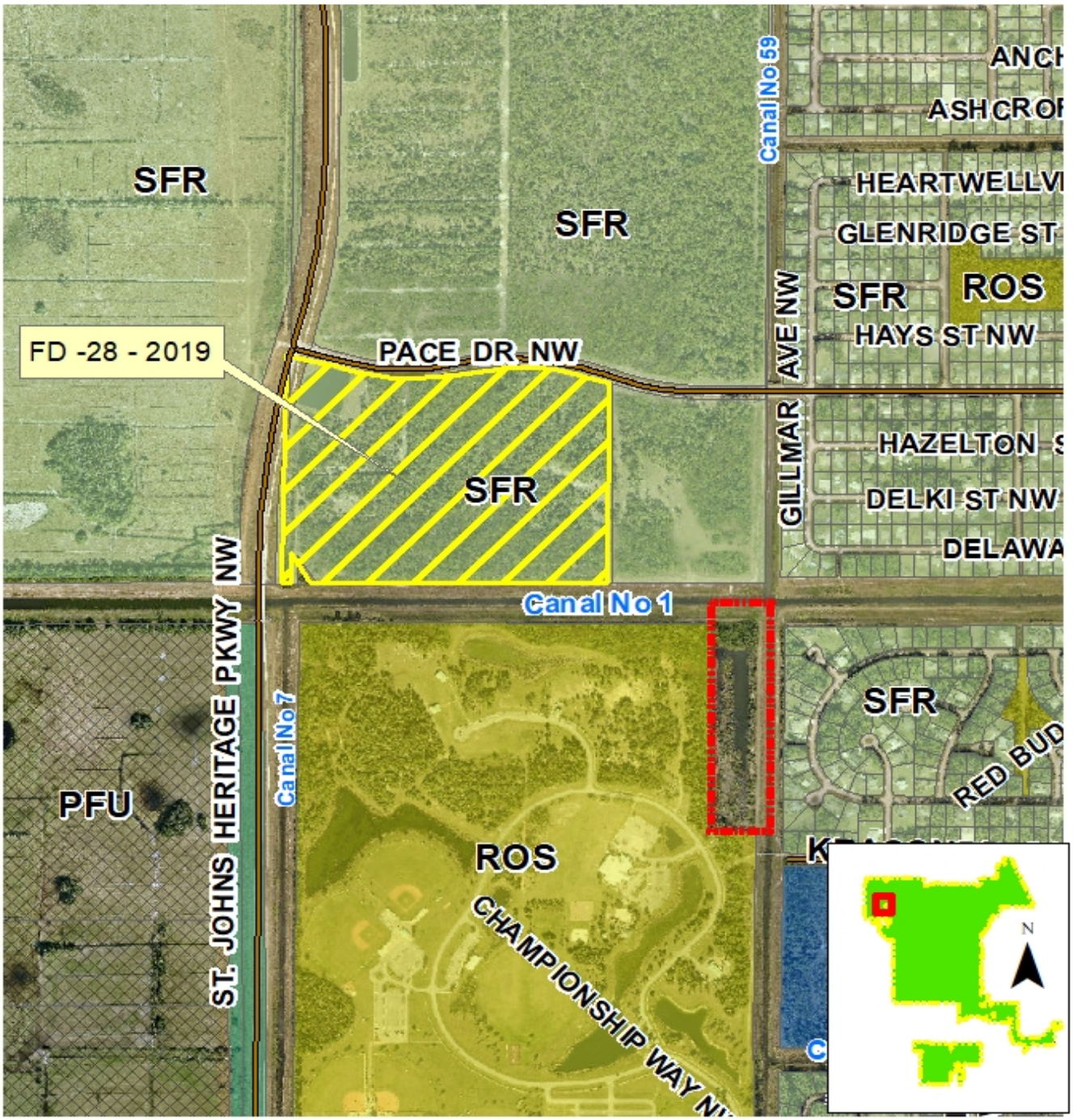



# AERIAL LOCATION MAP CASE FD-28-2019

**Subject Property**

Southeast corner of St. Johns Heritage Parkway NW and Pace Drive NW

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

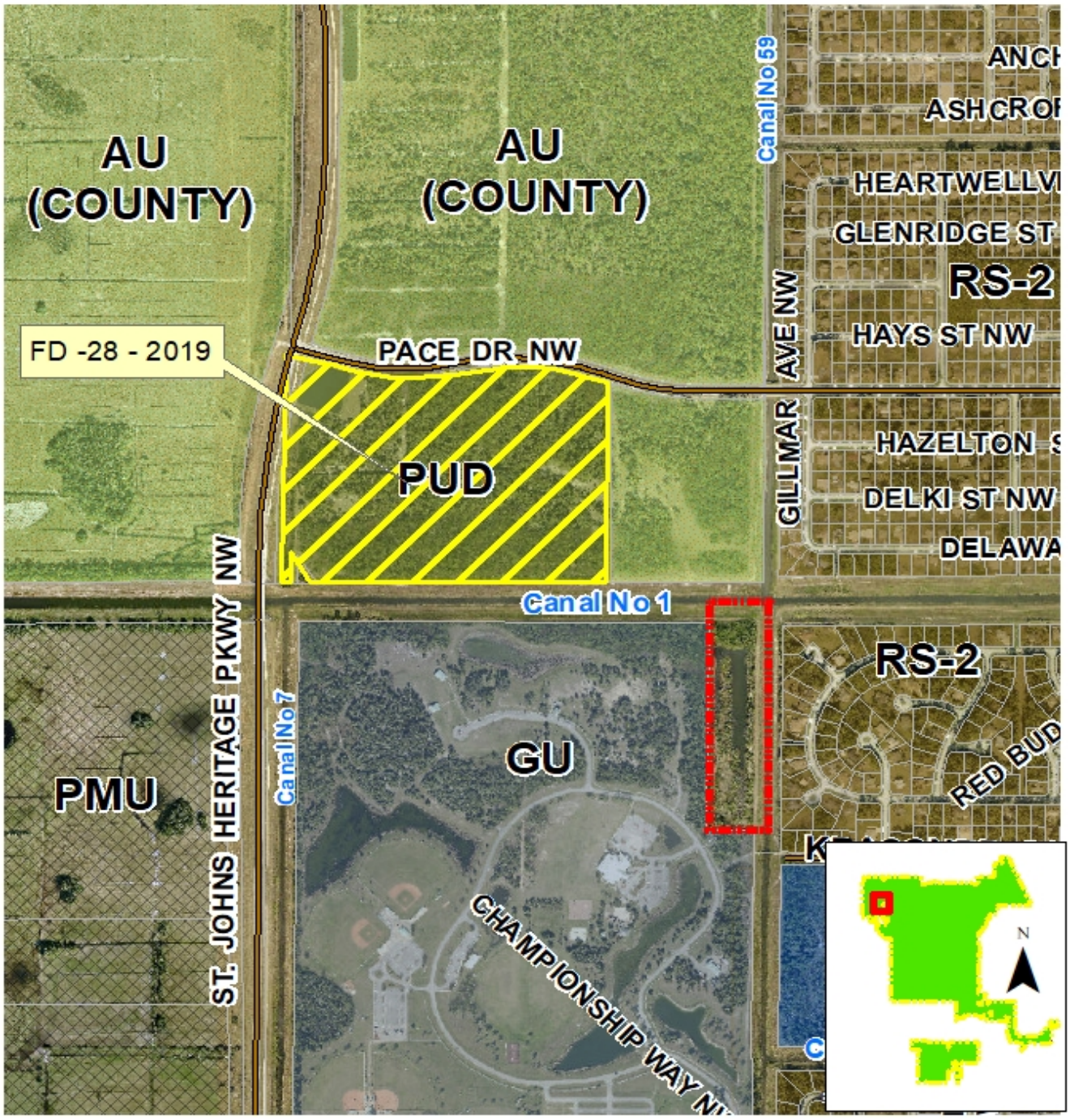



# FUTURE LAND USE MAP CASE FD-28-2019

**Subject Property**
Southeast corner of St. Johns Heritage Parkway NW and Pace Drive NW

**Future Land Use Classification**
SFR – Single Family Residential Use

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




## ZONING MAP CASE FD-28-2019

**Subject Property**
Southeast corner of St. Johns Heritage Parkway NW and Pace Drive NW

**Current Zoning Classification**
PUD – Planned Unit Development

**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):**

28-36-28-00-500

**TAX ACCOUNT NUMBER(S):**

2851716

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

See Attached.

**PROPERTY ADDRESS:**

N/A

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

0.21 acres

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

County General Use

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

PUD, amending Ordinance 2020-03 and related ordnances as required

**STRUCTURES LOCATED ON THE PROPERTY:**

None

**PRESENT USE OF THE PROPERTY:**

Vacant residential land.

**INTENDED USE OF THE PROPERTY AND JUSTIFICATION FOR THE CHANGE:**

Part of the referenced Palms Vista Everlands Plat, to be used as a portion of a common tract and portions of individual lots for home sites. The .21 acre parcel is being annexed into the City of Palm Bay. It was believed to have been annexed in 2003, and is currently part of the Palms Vista Everlands Plat, recorded at Plat Book 69 Page 69, approved by City Council on January 16, 2020.

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

- [x] *A $650.00 application fee. Make Check payable to "City of Palm Bay."
- [x] A Boundary Survey or Sketch with legal descriptions of properties covered by this application.
- [x] 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.
- [x] **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** Kimberly Rezenka

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** _____ **Date** 12-23-21

**Printed Name** Gregory Jason Pettibon - Director of Land Acquisition

**Full Address** 700 NW 107TH AVE STE 400 MIAMI, FL 33172

**Telephone** 954-415-0229 **Email** greg.pettibon@lennar.com

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

December 23, 2021

**Re: Letter of Authorization**

***As the property owner of the site legally described as:***
***Brevard County Parcel Identification Number(s): 28-36-28-00-500***

***I***, Owner Name: Gregory Pettibon

Address: 700 NW 107TH AVE STE 400 MIAMI, FL 33172

Telephone: (954) 415 – 0229

Email: greg.pettibon@lennar.com

***hereby authorize:***

Representative: Kimberly Rezanka, Esq., Lacey Lyons Rezanka

Address: 1290 US Hwy 1, Ste 201, Rockledge, Florida 32955

Telephone: 321-606-0892

Email: Krezanka@LLR.law

***to represent the request(s) for:***

Annexation, Future Land Use, Zoning

Gregory Jason Pettibon, Director of Land Acquisition

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 23RD day of DECEMBER, 20 21 by ~~Jeff Alexander~~ GREGORY PETTIBON, Authorized Representative of property owner, who is personally known/ produced Identification _____.

Alicia L Mateo, Notary Public

Notary Public State of Florida
Alicia L Mateo
My Commission GG 152666
Expires 02/14/2022

# LEGAL DESCRIPTION – EVERLANDS TRIANGLE PROPERTY

PART OF THOSE CERTAIN PARCELS OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 3182, PAGE 2073 AND OFFICIAL RECORDS BOOK 5468, PAGE 6735, PUBLIC RECORDS OF BREVARD COUNTY FLORIDA AND BEING MORE PERTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF SECTION 28, TOWNSHIP 28 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF THE WATER CONTROL DISTRICT OF SOUTH BREVARD (WCDSB, FORMERLY AND NOW KNOWN AS MELBOURNE-TILLMAN WATER CONTROL DISTRICT) CANAL NO.1 (225.00 FOOT IN WIDTH RIGHT-OF-WAY) WITH THE EAST RIGHT-OF-WAY LINE OF WCDSB CANAL NO. 58 (102.00 FOOT IN WIDTH RIGHT-OF-WAY); THENCE N89°44'39"E, ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID CANAL NO. 1, FOR 110.00 FEET; THENCE N32°28'24"W FOR 200.91 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID CANAL NO. 58; THENCE S00°43'04"W, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID CANAL NO. 58, FOR 170.00 FEET TO THE POINT OF BEGINNING CONTAINING 0.21 ACRES, MORE OR LESS.

CITY OF PALM BAY, FLORIDA

PLANNING AND ZONING BOARD/
LOCAL PLANNING AGENCY
REGULAR MEETING 2022-02

Held on Wednesday, February 2, 2022, in the City Hall Council Chambers, 120 Malabar Road SE, Palm Bay, Florida.

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

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

Mr. Donald Boerema 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<br>(School Board Appointee) | Absent |

**CITY STAFF:** Present were Ms. Alexandra Bernard, Growth Management Director; Ms. Joan Junkala, Deputy City Manager; Ms. Chandra Powell, Recording Secretary; Ms. Jennifer Cockcroft, Deputy City Attorney.

**ADOPTION OF MINUTES:**

1. Regular Planning and Zoning Board/Local Planning Agency Meeting 2022-01; January 5, 2022.

   Motion to approve the minutes as presented.

Ms. Maragh asked about the number of units proposed for the site. Ms. Bernard explained that the subject request was to clean up a previously platted development.

Ms. Kimberly Rezanka, Esq. of law firm Lacy Lyons Rezanka (representative for the applicant) stated that the subject site received PUD approval in 2019; however, it was recently discovered that the overall annexation in 2003 had omitted the subject property. The property contained common elements and a portion of two lots within the overall 162-lot development known as Palm Vista Everland. The Future Land Use Map and Zoning Map were being corrected.

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

Mr. Bill Battin (resident at Ocean Spray Street SW) commented on how the legal description error could hinder three lots.

Motion to submit Case CP-8-2022 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.

8. ****CPZ-8-2022 - Palm Vista Everland "Triangle" - Pace Drive Holdings, LLC, authorized manager Gregory Pettibon, Lennar Homes (Kimberly Rezanka, Esq., Lacy Lyons Rezanka, Rep.) - A Zoning amendment from General Use (Brevard County) to a PUD, Planned Unit Development. Tax Parcel 500, Section 28, Township 28, Range 36, Brevard County, Florida, containing approximately .21 acres. Located in the vicinity east of St. Johns Heritage Parkway NW and north of Melbourne-Tillman Water Control District Canal C-1**

Ms. Bernard presented Case CPZ-8-2022. Staff recommended Case CPZ-8-2022 for approval.

Ms. Kimberly Rezanka, Esq. of law firm Lacy Lyons Rezanka (representative for the applicant) was present to represent the request. Her comments under Case CP-8-2022 also pertained to the subject request.

The floor was opened and closed for public comments; there were no comments from the audience, and there was no correspondence in the file.

Motion to submit Case CPZ-8-2022 to City Council for approval.

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

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

Mr. Weinberg remarked that the annexation of the subject site would also be reconsidered by the City Council.

**OTHER BUSINESS:**

1. **Presentation of draft Vision Plan 2040 by S&ME, Chris Dougherty.**

   Presentation of the draft Vision Plan 2040 occurred following Announcements.

2. Mr. Weinberg reminded the board that Planning and Zoning Board terms would expire on February 28, 2022 and thanked the board members for their service.

**ADJOURNMENT:**

The meeting was adjourned at approximately 8:18 p.m.

_____
Philip Weinberg, CHAIRPERSON

Attest:

_____
Chandra Powell, SECRETARY

**Quasi-Judicial Proceeding

# ORDINANCE 2022-37

**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 GENERAL USE (BREVARD COUNTY) TO PUD (PLANNED UNIT DEVELOPMENT); WHICH PROPERTY IS LOCATED IN THE VICINITY EAST OF ST. JOHNS HERITAGE PARKWAY AND NORTH OF MELBOURNE-TILLMAN WATER CONTROL DISTRICT CANAL C-1, 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 General Use (Brevard County) to PUD (Planned Unit Development), being legally described as follows:

Tax Parcel 500, of the Public Records of Brevard County, Florida; Section 28, Township 28S, Range 36E; containing 0.21 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 of Ordinance 2022-36.

Read in title only at Meeting 2022- , held on , 2022; and read in title only and duly enacted at Meeting 2022 , held on , 2022.

_____

ATTEST: Rob Medina, MAYOR

_____

Terese M. Jones, CITY CLERK

City of Palm Bay, Florida
Ordinance 2022-37

Reviewed by CAO: _____

Applicant: Pace Drive Holdings, LLC
Case: CPZ-8-2022

cc: (date) Applicant
Case File

The City of Palm Bay Florida

# LEGISLATIVE MEMORANDUM

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

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

**DATE:** **4/7/2022**

**RE:** **Ordinance 2022-39, amending the Code of Ordinances, Chapter 52, Boards, Subchapter 'Building and Construction Advisory Committee', by repealing the subchapter in its entirety, thereby dissolving the Building and Construction Advisory Board, final reading.**

A public hearing is to be held on the above subject ordinance and the caption read for the second and final time at tonight's Council meeting.

The Building and Construction Advisory Board (Committee) was established in 1996 and the responsibilities as further described in Palm Bay Code of Ordinances 52.051 include reviewing and making recommendations concerning all building and construction codes, ordinances, regulations and resolutions which the City Council may from time to time direct it to review. The Board has not met in over 4 years. Staff is requesting Council consideration for dissolution of this Board.

**REQUESTING DEPARTMENT:**
City Manager's Office

**FISCAL IMPACT:**
None.

**RECOMMENDATION:**
Motion to approve the dissolution of the Building and Construction Advisory Board.

**ATTACHMENTS:**

**Description**

**Ordinance 2022-39**

# ORDINANCE 2022-39

**AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, TITLE V, LEGISLATIVE, CHAPTER 52, BOARDS, SUBCHAPTER 'BUILDING AND CONSTRUCTION ADVISORY COMMITTEE', BY REPEALING THE SUBCHAPTER IN ITS ENTIRETY, THEREBY DISSOLVING THE BUILDING AND CONSTRUCTION ADVISORY COMMITTEE; 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 52, Boards, Subchapter 'Building and Construction Advisory Committee', Sections 52.050 through 52.054, are hereby repealed in their entireties, thereby dissolving the Building and Construction Advisory Committee:

"~~**BUILDING AND CONSTRUCTION ADVISORY COMMITTEE**~~

~~**§ 52.050 ESTABLISHMENT.**~~

~~There is hereby established an advisory committee to be known as the Palm Bay Building and Construction Advisory Committee, hereinafter referred to as the Committee.~~

~~**§ 52.051 DUTIES AND RESPONSIBILITIES.**~~

~~(A) The Committee shall be charged with the task of reviewing and making recommendations concerning all building and construction codes, ordinances, regulations and resolutions which the City Council may from time to time direct it to review. The Committee shall assist the City Council and city staff with the development and adoption of codes, ordinances, resolutions, policies and administrative regulations necessary to provide safe, sound and attractive residential, institutional, industrial and commercial buildings and structures in the city. The Committee shall be made aware of amendments, policies and other items~~

~~having an impact on housing and housing costs. The Committee shall be responsible for making recommendations to the City Council and city staff for improvements in construction standards and practices utilized in the city, and such other matters relating to building construction as the City Council and city staff deems appropriate.~~

~~(B) All recommendations of the Committee shall be in writing and shall be delivered as promptly as possible to the City Council. Any member of the Committee who disagrees with the majority recommendation may reduce his/her objections to writing and submit them to the City Council along with the majority recommendation.~~

~~(C) The recommendations of said Committee shall not be binding on the City Council. The City Council shall retain final authority and power to make binding decisions concerning the adoption, repeal, alteration or amendment to the various codes, ordinances, regulations and resolutions which the Committee has been directed to review.~~

**~~§ 52.052 COMPOSITION.~~**

~~(A) The Committee shall consist of seven (7) members appointed by the City Council. Members shall be familiar with and involved in the building industry.~~

~~(B) Each Council seat shall appoint one (1) member. The City Councilmember appointing a member to a board that is not created or authorized by general law, special act or municipal charter, shall have the continuing right to remove the member so appointed and to appoint another member as often as the appointing Councilmember shall deem it appropriate in order to facilitate the business of the board or committee. Council may, in its discretion, remove any at-large member by a majority vote at any time, with or without cause.~~

~~(C) The two (2) remaining members' positions shall be considered at-large. The members shall be selected by using the City Council's process for filling board positions.~~

~~(D) In addition, the City Manager, or his/her designee, shall act as staff and provide assistance to the committee.~~

**~~§ 52.053 TERMS OF OFFICE.~~**

~~(A) Members shall have been residents of the county for a period of not less than two (2) years. The initial terms of the seven (7) members shall be as follows:~~

~~(1) Two (2) members shall be appointed to serve for three (3) years:~~

~~(2) Two (2) members shall be appointed to serve for two (2) years; and~~

~~(3) Three (3) members shall be appointed to serve for one (1) year.~~

~~(B) Thereafter, all appointments shall be for four (4) year terms and limited to two (2) consecutive terms. Appointments to fill any vacancy on the Committee shall be for the remainder of the unexpired term of office. When filling positions on this Committee, the City Council shall attempt to achieve, to the maximum extent possible, the broadest representation from the categories listed in § 52.052.~~

**~~§ 52.054 GENERAL PROVISIONS.~~**

~~(A) Meetings.~~

~~(1) Regular meetings shall be held quarterly and on such days and at such times and locations as the Committee from time to time determine, with written notice to all members at least five (5) days prior to the day of the meeting. Meetings shall be held in public facilities.~~

~~(2) Special or workshop meetings may be called by the Chairperson or by at least three (3) members of the Board.~~

~~(3) Upon the directive of Council for the Committee to review any matters listed in § 52.051, the Committee shall schedule a meeting as promptly thereafter as possible.~~

~~(B) Quorum. Four (4) members of the Committee shall constitute a quorum for the transaction of business at any meeting and the vote of a majority of such quorum shall be sufficient for formal action by the Committee.~~

~~(C) Officers and bylaws. The Committee shall select its own chairperson and vice chairperson. The chairperson and vice chairperson shall serve for a term of two (2) years. The vice chairperson shall automatically succeed the chairperson. The Committee may adopt bylaws not inconsistent with the provisions of this subchapter.~~

~~(D) Compensation. The Committee members shall receive no compensation for their services.~~

~~(E) Rules of procedure. The meetings of the Building and Construction Advisory Committee shall be conducted in accordance with the "Florida Government in the Sunshine Law" and the "Florida Public Records Law". The Committee members shall also comply with the "Florida Financial Disclosure Act" should such act deemed to be applicable.~~

~~(F) Staff. The City Manager shall provide sufficient personnel to staff the Committee and to assist it with its prescribed duties.~~"

***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 2022-XX, held on , 2022; and read in title only and duly enacted at Meeting 2022-XX, held on , 2022.

_____
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.***

The City of Palm Bay Florida

# LEGISLATIVE MEMORANDUM

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

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

**DATE:** **4/7/2022**

**RE:** **Ordinance 2022-40, amending the Code of Ordinances, Chapter 52, Boards, Subchapter 'Library Advisory Board', by repealing the subchapter in its entirety, thereby dissolving the Library Advisory Board, final reading.**

A public hearing is to be held on the above subject ordinance and the caption read for the second and final time at tonight's Council meeting.

At the March 8th, 2022 County Commission meeting, Brevard County restructured the City Library Advisory Boards. The City of Palm Bay board is one that will no longer meet at a County facility (DeGroodt Library) nor be attended by County staff. There will be opportunity for representatives and citizens to attend the Brevard County Library Advisory Board, therefore City staff requests to dissolve our City Library Advisory Board.

**REQUESTING DEPARTMENT:**
City Manager's Office

**FISCAL IMPACT:**
None.

**RECOMMENDATION:**
Motion to approve the dissolution of the City Library Advisory Board.

**ATTACHMENTS:**

**Description**

**Ordinance 2022-40**

# ORDINANCE 2022-40

**AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, TITLE V, LEGISLATIVE, CHAPTER 52, BOARDS, SUBCHAPTER 'LIBRARY ADVISORY BOARD', BY REPEALING THE SUBCHAPTER IN ITS ENTIRETY, THEREBY DISSOLVING THE LIBRARY ADVISORY BOARD; 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 52, Boards, Subchapter 'Library Advisory Board', Section 52.110, is hereby repealed in its entirety, thereby dissolving the Building and Construction Advisory Committee:

"**LIBRARY ADVISORY BOARD**

~~**§ 52.110 LIBRARY ADVISORY BOARD.**~~

~~(A) *Establishment.* There is hereby established an advisory board to be known as the Palm Bay Library Advisory Board.~~

~~(B) *Composition.*~~

~~(1) The Board shall consist of five (5) city residents appointed by the City Council. Each Council seat shall appoint one (1) member. The City Council-member appointing a member to a board that is not created or authorized by general law, special act or municipal charter, shall have the continuing right to remove the member so appointed and to appoint another member as often as the appointing Council-member shall deem it appropriate in order to facilitate the business of the board or committee.~~

~~(2) Of the members first appointed, two (2) shall be appointed for terms of one (1) year, two (2) for terms of two (2) years, and one (1) for a term of three (3) years. Subsequent appointments, except for filling vacancies, shall be for the full term of four (4) years and limited to two (2) consecutive terms.~~

~~(3) Vacancies for unexpired terms shall be filled in the manner in which original appointments are required to be made. Appointments to fill any vacancy on the Board shall be for the remainder of the unexpired term.~~

~~(C) *Duties and responsibilities.* The Library Advisory Board is charged to represent the public's interest and serve as an information resource in planning local library service programs for discussion and review by the County Public Library Board.~~

~~(D) *Rules of procedure.*~~

~~(1) Meetings shall be held on such days and at such times and locations as the Board from time to time determines. Meetings shall be held in public facilities.~~

~~(2) *Quorum*. Three (3) members of the Board shall constitute a quorum for the transaction of business at any meeting and the vote of a majority of such quorum shall be sufficient for formal action by the Board.~~

~~(3) *Officers*. The Board shall select its own chairperson and vice chairperson. The chairperson and vice chairperson shall serve for a term of two (2) years. The vice chairperson shall automatically succeed the chairperson.~~

~~(4) *By-laws*. The Board shall make and adopt such by-laws, rules and regulations for its own guidance as it may deem expedient and not inconsistent with law.~~

~~(5) Members who fail to attend (3) consecutive regular meetings or a total of five (5) meetings of any type within a twelve (12) month period, shall automatically forfeit their appointments. The Chairperson shall notify the Office of the City Clerk of any vacancy, at which time the process to fill the vacancy shall be implemented.~~

~~(6) The Board shall appoint a person to be responsible for the indexing and safekeeping of all material made or received pursuant to law or~~

~~ordinance or in connection with the transaction of official business by the Board, for delivery and preservation to the Office of the City Clerk who shall possess and dispose of such items as provided by law.~~

~~(7) The meetings of the Library Advisory Board shall be conducted in accordance with the "Government in the Sunshine Law" and the "Public Records Law", pursuant to Florida Statutes.~~

~~(8) The Board shall submit to the City Council, within an appropriate time frame, an agenda of the upcoming meeting, and the minutes and a brief summary of the previous meeting. The Board shall submit other reports from time to time as directed by the City Council.~~"

***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 2022-XX, held on , 2022; and read in title only and duly enacted at Meeting 2022-XX, held on , 2022.

_____
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.***

The City of Palm Bay Florida

# LEGISLATIVE MEMORANDUM

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

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

**THRU:** **Alexandra Bernard, Growth Management Director**

**DATE:** **4/7/2022**

**RE:** **Request by Joel and Abnay Sanchez for a variance to allow for a 6-foot-high privacy fence within the required 15-foot side yard setback for corner lots, as established by Section 170.114(A), Palm Bay Code of Ordinances (0.26 acres) (V-8-2022). (Quasi-Judicial Proceeding)**

Ms. Abnay Sanchez and Mr. Joel Sanchez have submitted for a variance to allow for a 6-foot-high privacy fence within the required 15-foot side-yard setback for corner lots as established by Section 170.114(A) of the Palm Bay Code of Ordinances.

The applicant would like to build the 6-foot-high privacy fence in their side and rear yard on the property line to enjoy the privacy of their backyard. There are no special conditions and circumstances identified, and the need for the variance is a result of the actions of the applicant. Staff, however, has not identified any detrimental effects to the public welfare.

**REQUESTING DEPARTMENT:**
Growth Management

**RECOMMENDATION:**
Request for City Council to determine, based on the facts presented, the degree of minimal relief, if any, to meet the needs of the variance request, as required by Section 169.009 of the City of Palm Bay Code of Ordinances.

**Planning and Zoning Board Recommendation:**
Unanimous approval of the request.

**ATTACHMENTS:**

**Description**

**Case V-8-2022 - Staff Report**
**Case V-8-2022 - Survey**
**Case V-8-2022 - Photos**
**Case V-8-2022 - Application**
**Case V-5-2022 - Board Minutes**

# STAFF REPORT

## LAND DEVELOPMENT DIVISION

120 Malabar Road SE • Palm Bay, FL 32907 • Telephone: (321) 733-3042
landdevelopmentweb@palmbayflorida.org

**Prepared by**
Alexandra Bernard, Growth Management Director

| **CASE NUMBER** | **PLANNING & ZONING BOARD HEARING DATE** |
|---|---|
| V-8-2022 | March 2, 2022 |

| **PROPERTY OWNER & APPLICANT** | **PROPERTY LOCATION/ADDRESS** |
|---|---|
| Joel and Abnay Sanchez | Lot 11, Block 2159, Port Malabar Unit 42, Section 26, Township 28, Range 36, Brevard County, Florida, specifically 966 Nyack Street NW |

**SUMMARY OF REQUEST** A variance to allow for 6 foot high privacy fence within the required 15 ft side yard setback for corner lots as established by Section 170.114 (A) of the Palm Bay Code of Ordinances.

| | |
|---|---|
| **Existing Zoning** | RS-2, Single-Family Residential |
| **Existing Land Use** | Single-Family Residential Use |
| **Site Improvements** | Single-Family Home |
| **Site Acreage** | 0.26 acres |

**SURROUNDING ZONING & USE OF LAND**

| | |
|---|---|
| **North** | RS-2, Single-Family Residential, Single-Family Home |
| **East** | RS-2, Single-Family Residential, Single-Family Home |
| **South** | RS-2, Single-Family Residential, Single-Family Home |
| **West** | RS-2, Single-Family Residential, Single-Family Home |

**BACKGROUND:**

The property consists of one standard General Development Corporation corner lot, fronting on Nyack St NW. The home was constructed in 2021, and the property has been owned by the applicant since 2021. The applicant would like to build a 6 foot high privacy fence on their property line, since this is a corner lot code requires that 6 ft high privacy fences be placed 15 ft in from the side property line, however this proposed privacy fence does not appear that it will adversely impact line of sight and will not impact any drainage or utility easements.

**ANALYSIS:**

Variances from the terms of the Land Development Code may be granted when special conditions exist that would result in unnecessary hardship if the provisions of the Land Development Code were enforced. However, a variance may not be granted when the public health and safety would be compromised as a result of the variance. An application must demonstrate that items 1 through 7 of Section 169.009 of the Code of Ordinances have been met. A review of these items is as follows:

**Item 1 -** *"Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, buildings or structures in the same land use category, zoning district, or situation."*

The applicant would like to build a 6 ft high privacy fence in their side and backyard on the property line.30 x 40 (1200 sq ft) accessory dwelling unit in their backyard; There does not appear to be any special conditions or circumstances peculiar to the land, structure, or buildings involved.

**Item 2 -** *"The special conditions and circumstances identified in Item 1 above are not the result of the actions of the applicant."*

The construction of a privacy fence is so that the applicant can enjoy the privacy of their backyard. There are no special conditions and circumstances identified, and the need of a variance is a result of the actions of the applicant.

**Item 3 -** *"Literal interpretation and enforcement of the Land Development Code regulations would deprive the applicant of rights commonly enjoyed by other properties in the same land use category, zoning district or situation under the terms of the Land Development Code, and would work unnecessary and undue hardship on the applicant."*

Literal interpretation and enforcement of the Land Development Code would require the applicant to build within the applicable walls and fences requirement.

**Item 4 -** *"The variance, if granted, is the minimum variance necessary to make possible the reasonable use of the land, building, or structure."*

A variance allowing the applicant to place a fence on their side property line instead of the required 15 ft setback would be needed to meet the applicant's request.

**Item 5 -** *"Granting of the variance request will not confer on the applicant any special privilege that is denied by the development code to other lands, buildings or structures in the same land use category, zoning district or situation."*

Granting of the variance would confer upon the applicant a special privilege for a reduction of the side setback requirement for 6ft high privacy fences on corner lots, as the same development standards apply to other properties in this community. This however, does not appear to create any health or safety hazards to adjacent properties.

**Item 6 -** *"The granting of the variance will be in harmony with the general intent and purpose of this code and will not be injurious to the surrounding properties or detrimental to the public welfare."*

Staff has not identified any detrimental effect to public welfare.

**Item 7 -** *"The variance represents a reasonable disposition of a claim brought under the Bert J. Harris Private Property Rights Protection Act, chapter 95-181, Laws of Florida, that a development order of the city has reasonably burdened the applicant's property, based on the recommendations of the special master appointed in accordance with the act, or the order of a court as described in the act."*

Staff has not received a claim made upon this property, with respect to the "Bert J. Harris Act," or any development order, as indicated above. Therefore, Item 7 is not applicable to the variance request.

**STAFF RECOMMENDATION:**

The Planning and Zoning Board must determine, based on the facts presented, to what degree, if any, of minimal relief, is required to meet the needs of the variance being requested, as required under Section 169.009 of the City of Palm Bay Code of Ordinances and make recommendations to City Council for a final review. Under 59.05(A)(14) of the City of Palm Bay Code of Ordinances, "The quasi-judicial body shall direct the clerk or [city] attorney acting as the body's legal counsel to prepare the necessary and appropriate written order in accordance with the purpose of the hearing and findings of the quasi-judicial body. Pursuant to Florida Statutes, in the event relief is denied to the applicant, the specific provision of statute or code that was deficient shall be stated for record."

The City of Palm Bay Florida

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

# SITE LOCATION MAP CASE: V-8-2022

**Subject Property**

Southwest corner of Nyack Street NW and Brookson Avenue NW, specifically at 966 Nyack Street NW

The City of Palm Bay Florida

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

# AERIAL LOCATION MAP CASE: V-8-2022

**Subject Property**

Southwest corner of Nyack Street NW and Brookson Avenue NW, specifically at 966 Nyack Street NW

The City of Palm Bay Florida

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

# FUTURE LAND USE MAP CASE: V-8-2022

**Subject Property**

Southwest corner of Nyack Street NW and Brookson Avenue NW, specifically at 966 Nyack Street NW

**Future Land Use Classification**

SFR – Single Family Residential Use

The City of Palm Bay Florida

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

# ZONING MAP CASE: V-8-2022

**Subject Property**

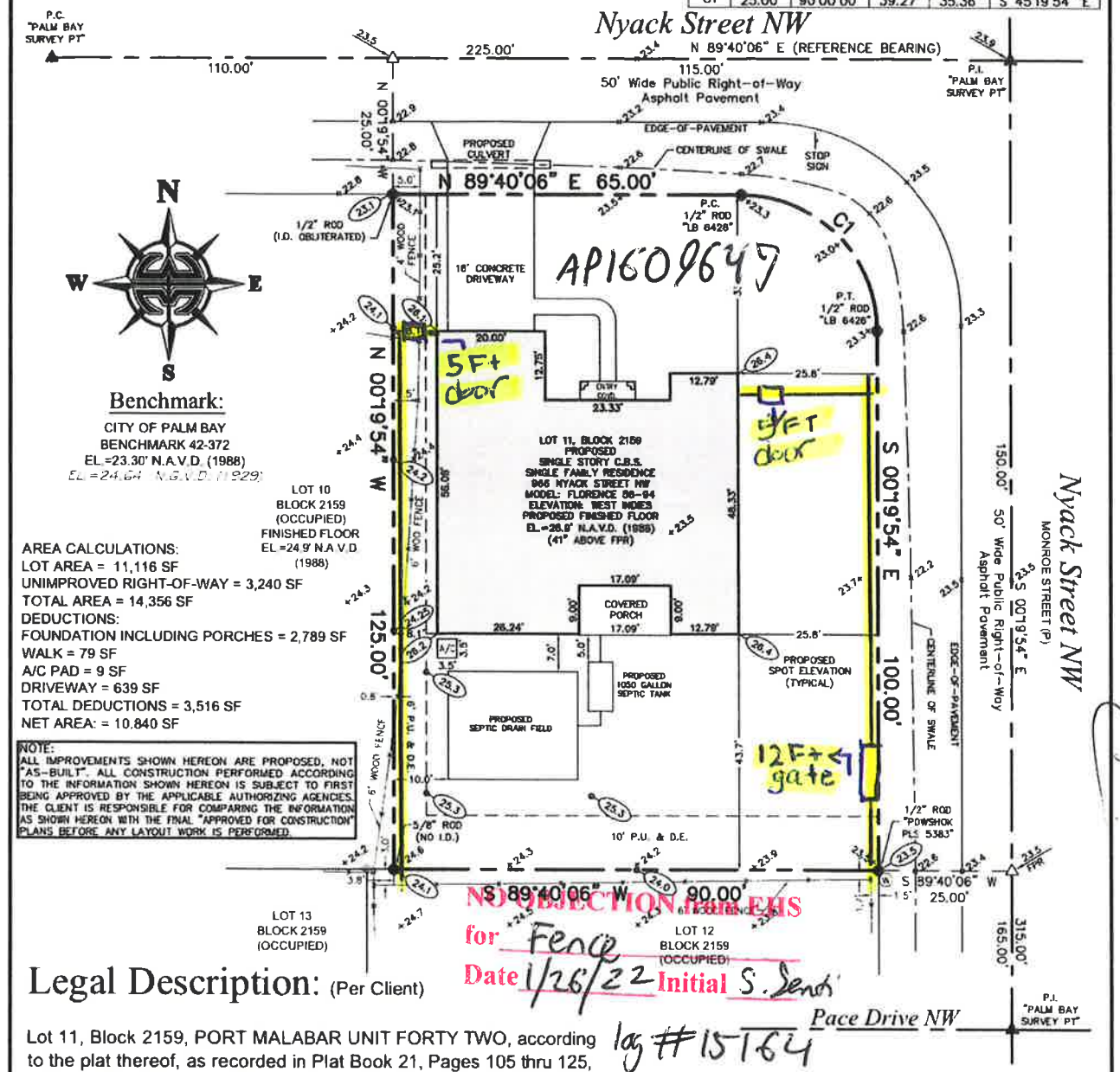
Southwest corner of Nyack Street NW and Brookson Avenue NW, specifically at 966 Nyack Street NW

**Current Zoning Classification**

RS-2 – Single-Family Residential

SECTION 26, TOWNSHIP 28 SOUTH, RANGE 36 EAST

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| CURVE | RAD. | DELTA | LENGTH | CHORD | CHORD BEARING |
| C1 | 25.00 | 90°00'00" | 39.27' | 35.36' | S 45°19'54" E |




## Benchmark:

CITY OF PALM BAY
BENCHMARK 42-372
EL.=23.30' N.A.V.D. (1988)
EL.=24.64' N.G.V.D. (1929)

AREA CALCULATIONS:
LOT AREA = 11,116 SF
UNIMPROVED RIGHT-OF-WAY = 3,240 SF
TOTAL AREA = 14,356 SF
DEDUCTIONS:
FOUNDATION INCLUDING PORCHES = 2,789 SF
WALK = 79 SF
A/C PAD = 9 SF
DRIVEWAY = 639 SF
TOTAL DEDUCTIONS = 3,516 SF
NET AREA: = 10,840 SF

NOTE:
ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED, NOT "AS-BUILT". ALL CONSTRUCTION PERFORMED ACCORDING TO THE INFORMATION SHOWN HEREON IS SUBJECT TO FIRST BEING APPROVED BY THE APPLICABLE AUTHORIZING AGENCIES. THE CLIENT IS RESPONSIBLE FOR COMPARING THE INFORMATION AS SHOWN HEREON WITH THE FINAL "APPROVED FOR CONSTRUCTION" PLANS BEFORE ANY LAYOUT WORK IS PERFORMED.

NO OBJECTION from EHS
for Fence
Date 1/26/22 Initial S. Sendi
log #15164

Joel Sanchez 01/26/22

## Legal Description: (Per Client)

Lot 11, Block 2159, PORT MALABAR UNIT FORTY TWO, according to the plat thereof, as recorded in Plat Book 21, Pages 105 thru 125, of the Public Records of Brevard County, Florida.

LICENSED BUSINESS #3518

### LEGEND:

| | | |
|---|---|---|
| P.C. | = | POINT OF CURVATURE |
| P.T. | = | POINT OF TANGENCY |
| P.R.C. | = | POINT OF REVERSE CURVE |
| P.I. | = | POINT OF INTERSECTION |
| R.P. | = | RADIUS POINT |
| S.S.M.H. | = | SANITARY SEWER MANHOLE |
| R/W | = | RIGHT-OF-WAY |
| P.O.B. | = | POINT-OF-BEGINNING |
| P.O.C. | = | POINT-OF-COMMENCEMENT |
| EL. | = | ELEVATION |
| +0.00 | = | SPOT ELEVATION |
| P.U.&D.E. | = | PUBLIC UTILITY AND DRAINAGE EASEMENT |
| ESMT. | = | EASEMENT |
| CH. | = | CHORD |
| TYP. | = | TYPICAL |
| (P) | = | PLAT |
| (D) | = | DEED |
| (M) | = | MEASURED |
| (C) | = | CALCULATED |
| P.C.P. | = | PERMANENT CONTROL POINT |
| P.R.M. | = | PERMANENT REFERENCE MONUMENT |
| D. | = | DELTA |
| R. | = | RADIUS |
| A. | = | ARC |
| T. | = | TANGENT |
| CONC. | = | CONCRETE |
| O.H.W. | = | OVERHEAD WIRE |
| C.B.S. | = | CONCRETE BLOCK & STUCCO |
| A/C | = | AIR CONDITIONER |
| COVD. | = | COVERED |
| N.A.V.D. | = | NATIONAL AMERICAN VERTICAL DATUM(1988) |
| N.G.V.D. | = | NATIONAL GEODETIC VERTICAL DATUM(1929) |
| X X | = | FENCE |
| | = | CENTERLINE |
| | = | PROPERTY LINE |
| | = | IRON MARKER FOUND |
| | = | 1/2" IRON ROD WITH PLASTIC CAP MARKED "LB 3608" SET |
| | = | 4"x4" CONCRETE MONUMENT FOUND |
| | = | 4"x4" CONCRETE MONUMENT MARKED "LB 3608" SET |
| | = | NAIL & DISK FOUND |
| | = | NAIL & DISK MARKED "LB 3608" SET |
| | = | IRON ROD PREVIOUSLY SET |
| | = | CONCRETE MONUMENT PREVIOUSLY SET |
| | = | NAIL & DISK PREVIOUSLY SET |
| | = | 1/2" IRON ROD WITH PLASTIC CAP MARKED "WITNESS LB 3608" SET |
| | = | POWER POLE |
| | = | GUY ANCHOR |
| (E) | = | UNDERGROUND ELECTRIC SERVICE |
| (W) | = | WATER METER |
| (R) | = | REUSE METER |
| | = | FIRE HYDRANT |
| | = | WATER VALVE |
| (Ca) | = | UNDERGROUND CABLE ACCESS |
| | = | SEWER CLEAN-OUT |
| I.D. | = | IDENTIFICATION |

### SURVEYORS NOTES:

1. EASEMENTS AND RIGHTS-OF-WAY SHOWN HEREON EXCEPT AS CALLED FOR BY THE PLAT ONLY INCLUDE THOSE PROVIDED TO THE SURVEYOR. THE SURVEYOR HAS MADE NO SEARCH OF THE PUBLIC RECORDS FOR SUCH.
2. ONLY OPEN AND NOTORIOUS EVIDENCE OF EASEMENTS AND RIGHT-OF-WAY ARE LOCATED AND SHOWN HEREON. THE SURVEYOR HAS NOT LOCATED ANY UNDERGROUND UTILITIES OR FOUNDATIONS WHICH MAY ENCROACH.
3. BEARINGS HEREON ARE REFERRED TO AN ASSUMED VALUE OF N 89°40'06" E FOR THE CENTERLINE OF NYACK STREET NW SAID BEARING IS IDENTICAL WITH THE PLAT OF RECORD.
4. TYPE OF SURVEY: BOUNDARY
5. THIS PROPERTY IS LOCATED IN FEDERAL FLOOD ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN SHOWN ON FLOOD INSURANCE RATE MAP COMMUNITY NO. 120404, PANEL 590 ,SUFFIX G, EFFECTIVE DATE MARCH 17, 2014.
6. THE CLIENT IS ADVISED THAT THE TERM "FINISH" AS IT APPLIES TO FLOOR ELEVATIONS PERTAINS TO THE MAIN LIVING FLOOR OF THE STRUCTURE AND IS NOT INTENDED TO BE CONSTRUED AS THE GARAGE OR ANY OTHER SECONDARY FLOOR.

JONATHAN MORROW MOTT
LICENSE
PLS 5060
STATE OF FLORIDA
REGISTERED LAND SURVEYOR

COPYRIGHT © 2020
WILLIAM MOTT LAND SURVEYING INC.
ALL RIGHTS RESERVED

SCALE: 1"=20' | DWN.BY: J.M.M. | CHD.BY: W.A.M. | CLIENT NO. 3518

REVISIONS
A.
B.
C.
D.

CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:
Jonathan M Mott
Digitally signed by Jonathan M Mott
Date 2021.02.19 17:10:08 -05'00'

DATE OF FIELD SURVEY: 12-07-20 | FLA. CERT. NO. 5060

THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ORGANIZATION IDENTIFIED BELOW AND ITS CERTIFICATION IS NON-TRANSFERABLE. WHEN PRINTED THIS DOCUMENT IS NOT CONSIDERED A SIGNED AND SEALED ORIGINAL. THIS SURVEY IS ONLY VALID WHEN THE SIGNATURE CAN BE VERIFIED ON THE ELECTRONIC DOCUMENTS ONLY.

CERTIFIED TO:

Vintage Estate Homes

WILLIAM MOTT LAND SURVEYING INC.
CASABELLA PLAZA
3159 ALZANTE CIRCLE, SUITE 103
MELBOURNE, FLORIDA 32940
PHONE (321) 751-4444

PROJECT NO. 220-0648

The City of Palm Bay Florida

**LAND DEVELOPMENT DIVISION**
120 Malabar Road SE • Palm Bay, FL 32907 • Telephone: (321) 733-3042
Landdevelopment@palmbayflorida.org

# VARIANCE APPLICATION

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

**PARCEL ID** 283626KN021590001100

**TAX ACCOUNT NUMBER** 2807829

**LEGAL DESCRIPTION OF THE PROPERTY COVERED BY THIS APPLICATION:**

Lot 11, Block 2159, Port Malabar Unit Forty two, according to the plat thereof, as recorded in Plat Book 21, pgs 105-125, of the public records of Brevard County, Florida.

**STREET ADDRESS OF PROPERTY COVERED BY APPLICATION:**

966 Nyack St NW Palm Bay Fl 32907

**SIZE OF AREA COVERED BY THIS APPLICATION (calculate acreage):** .26 ac

**EXISTING ZONING CLASSIFICATION OF PROPERTY (ex.: RS-2, CC, etc.)** _____

**ARE THERE ANY STRUCTURES ON THE PROPERTY NOW?** ☐ YES ☒ NO

**HAS A VARIANCE APPLICATION PREVIOUSLY BEEN FILED FOR THIS PROPERTY?**

☐ YES ☒ NO

**IF SO, STATE THE NATURE OF THE PREVIOUS APPLICATION, WHETHER THE REQUEST WAS APPROVED OR DENIED, AND DATE OF ACTION:**

**DESCRIBE THE EXTENT OF THE VARIANCE REQUESTED AND THE INTENDED USE OF THE PROPERTY IF THE VARIANCE IS GRANTED (SPECIFY NUMBER OF INCHES/FEET ENCROACHING INTO SPECIFIC REQUIRED YARD SETBACK OR HEIGHT RESTRICTIONS):**

Seeking a variance for a proposed fence of 6 feet on my property line. this will allow the fence to be aligned with my back neighbors fence and allow privacy and safety for my children and dog. without sacrificing useful yard space.

**CITE THE APPLICABLE SECTION(S) OF THE ZONING ORDINANCE AND ITS REQUIREMENT FROM WHICH VARIANCE IS REQUESTED (ex.: 185.034(f)(7)):**

**GIVE WRITTEN EXPLANATION(S) DEMONSTRATING HOW THE VARIANCE MEETS THE FOLLOWING CONDITIONS PER SECTION 169.009:**

(a) That special conditions and circumstances exist which are peculiar to the land, structures or buildings involved and which are not applicable to other lands, structures or buildings in the same land use category, zoning district, or situation.

(b) That special conditions and circumstances referred to above do not result from the actions of the applicant.

(c) That literal interpretation and enforcement of the development code regulations would deprive the applicant of rights commonly enjoyed by other properties in the same land use category, zoning district, or situation under the terms of the development code, and would work unnecessary and undue hardship on the applicant.

(d) That if granted, the variance is the minimum variance necessary to make possible the reasonable use of the land, building or structure.

(e) That granting the variance requested will not confer on the applicant any special privilege that is denied by the development code to other lands, buildings, or structures in the same land use category, zoning district, or situation.

(f) That granting the requested variance will be in harmony with the general intent and purpose of this code and will not be injurious to the surrounding properties or detrimental to the public welfare.

I am requesting granting of the variance because my property is built highly elevated and a 4ft fence will not provide any necessary privacy for my yard. And my neighbors 6ft is already established at the same setback as a corner lot as well and their permit was approved. Its only fair for the fence height to be equal for all requesting.

**EVIDENCE MUST BE PROVIDED TO CONSIDER VARIANCES BASED ON THE FOLLOWING CLAIMS:**

☐ **BERT J. HARRIS PRIVATE PROPERTY RIGHTS PROTECTION ACT**, Chapter 95-181, Laws of Florida. Provide a copy of one of the following:

- ☐ Special master appointed in accordance with the act.
- ☐ Court order as described in the act.

☐ **AMERICANS WITH DISABILITIES ACT.** Cite the section of the act from which the variance request will provide relief: _____

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

☑ *$350.00 Application Fee. Make Check payable to "City of Palm Bay."

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

☑ A site plan drawn to scale which shows all property and yard dimensions, its structures (if any) and the variance desired, including abutting highway or road boundaries. The site plan shall also be provided on Memory Drive.

☑ Site plan data may be shown on a copy of the survey and must also be provided on Memory Drive.

☑ A survey prepared by a registered surveyor showing all property lines and structures. The survey shall also be provided on Memory Drive.

☐ Sign(s) posted on the subject property. Refer to Section 51.07(C) of the Legislative Code for guideline.

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

**Name of Representative** _____

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

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

**Owner Signature** _____ **Date** Feb 1 2022

**Printed Name** Joel Sanchez | Abnay Sanchez

**Full Address** 966 Nyack St nw Palm Bay Fl 32907

**Telephone** 786-387-1839 **Email** abnayescalona@icloud.com

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

## 170.114 RESIDENTIAL AREA LIMITATIONS AND RESTRICTIONS ON HEIGHT.

(A) All walls, fences, hedges, shrubs or dense planting of trees or other plant material hereafter located, erected, constructed, reconstructed or altered outside of the building lines of property situated in the city shall not be over four (4) feet in height when placed in the front setback, and not more than six (6) feet in height at any other location. For corner lots, a maximum fence height of six (6) feet may be permitted within the side corner yard area, provided it is no closer than fifteen (15) feet from the side corner property line.

(B) On a corner lot, no wall, fence or hedge shall be erected, placed or planted, or allowed to grow in such a manner as to obstruct vision between a height of two and one-half (2½) feet and ten (10) feet above the centerline grade of the abutting street within the triangular area formed by the street right-of-way lines (or in the case of an arc, extensions of the right-of-way lines) on a line connecting them at points twenty-five (25) feet from the intersection of the street right-of-way lines.

('74 Code, § 8-88) (Ord. 63-10, passed 10-3-63; Am. Ord. 83-63, passed 10-6-83; Am. Ord. 89-14, passed 4-27-89; Am. Ord. 95-12, passed 3-16-95; Am. Ord. 2002-36, passed 5-16-02; Am. Ord. 2016-16, passed 5-3-16)

## § 170.115 (RESERVED).

## § 170.116 FENCING OF EASEMENTS.

(A) It shall be unlawful for any person to fence any utility or drainage easements unless the proposed fence is properly permitted, limited to Type A, Type B, or Type E as set forth in § 170.113 and constructed in accordance with the following:

(1) Any fence proposed to be installed within a utility or drainage easement that accesses, abuts or provides the city or any utility company with a maintenance area to lot line ditches, canals, drainage tracts, drainage rights-of-way, shall be so constructed so that it can be easily removed. Such removal shall be the responsibility of the property owner within five (5) days after written notice from the city or utility company and all costs incurred in such removal and replacement shall be the responsibility of the property owner.

(2) Any fence proposed to be installed within a utility drainage easement not included in division (1) above may be of permanent nature, with the understanding that if the removal of such fence is necessitated for the installation, repair or replacement of any drainage or utility facility, it will be the owner's responsibility and at the owner's expense. Such removal shall be accomplished within five (5) days of written notice by the city or utility company.

(B) The property owner shall be responsible to maintain the area within the easement of this property regardless of the placement of the fence. The city may remove any fence within an easement, as needed, in case of emergency.

('74 Code, § 8-90) (Ord. 63-10, passed 10-3-63; Am. Ord. 83-63, passed 10-6-83; Am. Ord. 89-14, passed 4-27-89; Am. Ord. 2002-36, passed 5-16-02)

## § 170.117 FENCING RIGHTS-OF-WAY PROHIBITED.

It is prohibited to construct or install a fence or wall upon a drainage or street right-of-way, nor shall a fence or wall preclude access to the drainage or street right-of-way.

## 170.119 FENCE AND WALL MAINTENANCE.

(A) All fences shall be maintained in their original upright condition.

(B) Fences and walls designed for painting or similar surface finishes shall be maintained in their original condition as designed or erected.

(C) Missing boards, iron work, wire fabric or posts shall be replaced in a timely manner with material of the same type and quality.

(Ord. 94-50, passed 11-16-94; Am. Ord. 2002-36, passed 5-16-02)

## § 170.120 USE OF CERTAIN WIRE PROHIBITED.

The utilization or installation of barbed tape, razor tape and/or razor wire and concertina barbed wire, for fencing, partitions or obstacles is prohibited within the city limits of the City of Palm Bay, except as permitted herein.

(Ord. 98-30, passed 9-17-98; Am. Ord. 2002-36, passed 5-16-02; Am. Ord. 2016-16, passed 5-3-16)

## § 170.121 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

***BARBED TAPE*** shall mean a usually flexible, metallic strand or rod, without regard to the gauge thereof, made in many lengths and diameters but generally machined to produce clusters of sharp points or barbed obstacles at evenly located, regular intervals along the strand or rod to cause and create injury and to prevent people or animals from passing beyond the point of where the wire is placed. The word ***BARBED TAPE*** shall include the words ***RAZOR WIRE*** and ***RAZOR TAPE.***

***BARBED WIRE*** shall mean two strips of interwoven, flexible, metallic strands, without regard to the gauge thereof (hereinafter ***WIRE***), with clusters of sharp points added and placed at evenly located, regular intervals along the interwoven strips.

***BARBED TAPE*** shall mean a usually flexible, metallic strand or rod, without regard to the gauge thereof, made in many lengths and diameters but generally machined to produce clusters of sharp points or barbed obstacles at evenly located, regular intervals along the strand or rod to cause and create injury and to prevent people or animals from passing beyond the point of where the wire is placed. The word ***BARBED TAPE*** shall include the words ***RAZOR WIRE*** and ***RAZOR TAPE.***

***CONCERTINA*** shall mean to create an accordion-type pattern of barbed wire, barbed tape, razor wire or razor tape by attaching coils of them together at specified points and thereby allowing for the coils to be stretched across areas in a manner so as to cause injury to humans or animals that attempt to pass beyond the point(s) across which the coils are placed or stretched and/or to prevent either ingress or egress into or out of any area or structure.

(Ord. 98-30, passed 9-17-98; Am. Ord. 2002-36, passed 5-16-02)

CITY OF PALM BAY, FLORIDA

PLANNING AND ZONING BOARD/
LOCAL PLANNING AGENCY
REGULAR MEETING 2022-03

Held on Wednesday, March 2, 2022, 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.

Ms. Leeta Jordan called the meeting to order at approximately 7:00 p.m.

Mr. Donald Boerema led the Pledge of Allegiance to the Flag.

**ROLL CALL:**

| | | |
|---|---|---|
| **CHAIRPERSON:** | Leeta Jordan | Present |
| **MEMBER:** | Philip Weinberg | Present |
| **MEMBER:** | Donald Boerema | Present |
| **MEMBER:** | Khalilah Maragh | Present |
| **MEMBER:** | Randall Olszewski | Present |
| **MEMBER:** | Rainer Warner | Present |
| **MEMBER:** | Vacant | |
| **NON-VOTING MEMBER:** | David Karaffa<br>(School Board Appointee) | Absent |

Ms. Vicki Northrup mistakenly was in attendance as a member of the board. No board actions taken during the meeting were impacted by Ms. Northrup's presence.

**CITY STAFF:** Present were Ms. Alexandra Bernard, Growth Management Director; Ms. Joan Junkala, Deputy City Manager; Ms. Stephanie Kelly, Planner; Ms. Ximena Escobar, Recording Secretary; Ms. Jennifer Cockcroft, Deputy City Attorney.

**ELECTION OF VICE CHAIRPERSON:**

Nominations were made for election of Vice Chairperson.

Motion by Mr. Warner to elect Ms. Khalilah Maragh.

**NEW BUSINESS:**

1. ****V-8-2022 - Abnay and Joel Sanchez - A variance to allow a proposed 6-foot-high privacy fence to encroach 15 feet within a side corner property line by granting relief from the requirement that a 6-foot-high fence in a side corner yard area must be no closer than 15 feet from the side corner property line, as established by Section 170.114(A) of the Palm Bay Code of Ordinances. Lot 11, Block 2159, Section 26, Township 28, Range 36, Brevard County, Florida, containing approximately .26 acres. Located at the southwest corner of Nyack Street NW and Brookson Avenue NW, specifically at 966 Nyack Street NW**

   Ms. Bernard presented the staff report for Case V-8-2022. The board had to determine, based on the facts presented, the degree of minimal relief, if any, to meet the needs of the variance request, as required by Section 169.009 of the City of Palm Bay Code of Ordinances.

   Ms. Abnay Sanchez (applicant) stated that the requested 6-foot-high fence was for privacy and to allow her two small children to play safely in the backyard. The corner subject property was purchased for its large size, and she had not been aware of the 15-foot distance requirement. She noted that the subject fence would line up with her rear neighbor's existing fence, and the neighbor had no objections regarding the request.

   Mr. Warner asked if a wooden fence was being proposed. Ms. Sanchez noted that a dura-metal fence would be installed.

   Ms. Maragh commented on the fence's location. Ms. Sanchez stated that the fence would not interfere with the adjacent stop sign or visibility.

   Mr. Boerema inquired whether the fence would connect with the rear neighbor's fence. Ms. Sanchez indicated that this was correct.

   Mr. Warner remarked on there being no opposition from the rear neighbor. Ms. Sanchez confirmed that this was correct, and that the rear neighbor also had a fence variance.

The floor was opened and closed for public comments; there were no comments from the audience, and there was no correspondence in the file.

Motion to submit Case V-8-2022 to City Council for approval.

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

**Aye:** Jordan, Weinberg, Boothroyd, Maragh, Olszewski, Warner.

2. ****CU-9-2022 - CONTINUED to 04/06 P&Z - Summit Shah, Sunshine Petro, Inc. (Carmine Ferraro, Crossover Commercial Group, Inc., Rep.) - A Conditional Use to allow retail automotive gasoline/fuel sales for a proposed fuel station, convenience store and drive-through, in a CC, Community Commercial District, in accordance with Section 185.043(D)(3) of the Palm Bay Code of Ordinances. Tax Parcel 603, Section 15, Township 29, Range 37, Brevard County, Florida, containing approximately 1.5 acres. Located at the northeast corner of Babcock Street SE and Valkaria Road**

   Ms. Bernard informed the board that Case CU-9-2022 was continued to the April 6, 2022 Planning and Zoning Board meeting to meet sign notification requirements. No board action was required to continue the case.

   Case CU-9-2022 would be heard by the City Council on May 5, 2022.

3. ****CU-10-2022 - Palm Bay Storage – Richard and Marguerite Love (Barry Sherman, S3 Partners, Rep.) - A Conditional Use to allow a proposed self-storage facility in a CC, Community Commercial District, in accordance with Section 185.088(F) of the Palm Bay Code of Ordinances. Tax Parcels 752, 753, and 755, Section 36, Township 28, Range 36, Brevard County, Florida, containing approximately 6.09 acres. Located west of and adjacent to Minton Road NW, in the vicinity south of Chandler Road NW**

   Ms. Bernard presented the staff report for Case CU-10-2022. Staff recommended Case CU-10-2022 for approval, subject to the staff comments contained in the staff report.

The City of Palm Bay Florida

# LEGISLATIVE MEMORANDUM

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

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

**DATE:** **4/7/2022**

**RE:** **Consideration of a development agreement with Forestar (USA) Real Estate Group, Inc. pertaining to a development project known as 'Cypress Bay West', first hearing.**

On March 17, 2022, City Council approved the Development Agreement (DA) between the City of Palm Bay and Forestar (USA) Real Estate Group Inc (Developer) pertaining to a development project known as 'Cypress Bay West' generally located north of the St. Johns Heritage Parkway west of Babcock Street; however, it was noted that the DA was not publicly noticed in accordance with section 163.3225, Florida Statutes. Staff is requesting Council's consideration of the Cypress Bay West DA for first hearing, with the second and final hearing to occur at the April 21, 2022 Regular Council Meeting, which starts at 6 PM in the Palm Bay Council Chambers located at 120 Malabar Road SE, Palm Bay, Florida 32907.

Cypress Bay West is a single-family residential subdivision consisting of 453 acres comprised of 1,219 single-family and 124 townhome units totaling three development phases. Forestar received Final Development Plan approval for Phase 1 from City Council by Ordinance 2021-27, with Phases 2 and 3 currently under review.

The DA outlines both City and Developer responsibilities related to road improvements. It is important to note that the City is currently drafting a right-of-way acquisition agreement with the developer, Forestar, to acquire adequate right-of-way for the widening of Babcock Street, as required by the Interlocal Agreement between the City and Brevard County. This agreement is separate from the Development Agreement and is expected to be brought to City Council at the April 21, 2022 Regular Council Meeting.

**REQUESTING DEPARTMENT:**
City Manager's Office, Growth Management

**FISCAL IMPACT:**
There is no fiscal impact at this time; the costs to the developer for the required improvements will be reviewed for both impact fee value and impact fee credit.

**RECOMMENDATION:**
Motion to approve the first hearing of the Development Agreement between the City of Palm Bay and Forestar (USA) Real Estate Group, Inc., announcing a second and final hearing to occur at the April 21, 2022 Regular Council Meeting.

**ATTACHMENTS:**

**Description**

Development Agreement

**THIS INSTRUMENT PREPARED BY**
**AND AFTER RECORDING RETURN TO:**

Growth Management
City of Palm Bay
120 Malabar Road S.E.
Palm Bay, Florida 32907

# DEVELOPMENT AGREEMENT

for the project known as **CYPRESS BAY WEST** (the "Project").

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into this ___ day of _____, 202__, by and between the **CITY OF PALM BAY ("City")**, a Florida municipal corporation, with a mailing address of 120 Malabar Road S.E., Palm Bay, Florida 32907, and **FORESTAR (USA) REAL ESTATE GROUP INC. "Owner/Developer")**, a Florida (limited liability company/corporation, limited partnership) with a mailing address of 1064 Greenwood Blvd./Suite 200 Lake Mary, Fl 32746

## W I T N E S S E T H

**WHEREAS**, the Owner/Developer represents that it is the owner of legal title to real property located in Brevard County, Florida and within the corporate limits of the City, said real property being more particularly shown on **Exhibit "A"** attached hereto (the "Project"); and

**WHEREAS**, the Property was annexed into the City as approved by Ordinance 2004-35 described in **Exhibit "B"** totaling approximately 453 acres; and

**WHEREAS**, the Owner/Developer has or is about to develop the Property as a Planned Unit Development (PUD); and

**WHEREAS**, the Owner/Developer intends to develop the Project in three phases: Phase 1 – 155.1 acres, 229 single-family units; Phase 2 – 108.1 acres, 446 single-family units and 124 townhome units; and Phase 3 – 190 acres, 544 single- family units. ; and

**WHEREAS**, the Developer received Preliminary Development Plan approval through Resolution 2021-12 as described in **Exhibit "C"** to construct a single-family residential subdivision called Cypress Bay West Phase 1; and

**WHEREAS**, the Developer received Final Development Plan approval through Ordinance 2021-27 as described in **Exhibit "D"** to construct a single-family residential subdivision called Cypress Bay West Phase 1; and

**WHEREAS**, the first phase of the development relevant to this Agreement, Phase 1, will

include a 229-unit single-family development consisting of an (optional gated entrance) with amenities, neighborhood park, passive recreation areas, stormwater management ponds, and private roadways; and

**WHEREAS**, the Project underwent FDP application and review Phase2 was approved by City Council through Ordinance 2021-65 (as described in **Exhibit "E"** and Council Approved Phase 3 of via adoption of Ordinance2021-70, as described in **Exhibit "F"**; and

**WHEREAS**, the City Council approved a petition for the creation of Cypress Bay West Community Development District ("CDD") on March 3, 2022 as described in **Exhibit "H"** (Ordinance 2022-14), which shall deliver the community development services and facilities to the project area; and

**WHEREAS**, the Owner/Developer desires to facilitate the orderly development of the Project in compliance with the laws and regulations of the City and of other governmental authorities, and the Owner/Developer desires to ensure that its development is compatible with other properties in the City and planned traffic patterns; and

**WHEREAS**, the development proposed under this Agreement is consistent with the City's Comprehensive Plan and Land Development Code; and

**WHEREAS**, the Owner/Developer has further indicated their goal to construct a roadway extending west from the intersection Babcock Street SE and St. Johns Heritage Parkway SE, to service the project which is indicated to be named Journey Drive SE. This roadway segment will begin at the intersection of Babcock and Journey and terminate at the Mara Loma intersection of Journey Drive; and

**WHEREAS**, it is the purpose of this Agreement to clearly set forth the understanding and agreement of the Owner/Developer and the City in relation to development of the Project.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Recitals and Definitions.** The recitals herein set forth are true and correct and are incorporated herein by reference.

2. **Ownership**. The legal and equitable owner(s) of the Property is: Forestar (USA) Real Estate Group, Inc.

3. **Title Opinion/Certification**. The Owner/Developer will provide to the City, in advance of the City's execution and recordation of this Agreement, a title opinion from a licensed attorney in the state of Florida, or a certification by an abstractor or title company authorized to do business in the state of Florida, verifying marketable title to the Property to be in the name of the Owner/Developer and identifying any and all liens, mortgages, and other encumbrances that are not satisfied or released of record.

4. **Subordination/Joinder**. Unless otherwise agreed to by the City in writing, all liens, mortgages, and other encumbrances that are not satisfied or released of record must be subordinated to the terms of this Agreement or the holders of such all liens, mortgages, and other encumbrances shall join in this Agreement. It shall be the responsibility of the Owner/Developer to promptly obtain said subordination or joinder, in a form and substance that is acceptable to the City Attorney, prior to the execution and recordation of this Agreement.

5. **Effective Date**. The Effective Date of this Agreement shall be the date on which a fully executed Agreement has been recorded in the Public Records of Brevard County, Florida.

6. **Term.** The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect for a period of twenty years from the Effective Date, unless extended by mutual consent of the parties or by their successors in interest. Upon expiration or termination of this Agreement, each Party's rights and obligations which are solely created by this Agreement, shall expire and be of no further force or effect.

7. **Development Standards.** Development of the Property shall be subject to the standards listed in this Agreement. The Property currently has a Future Land Use of Single Family Residential (SFR) and Multiple Family Residential (MFR). Consistent with the City of Palm Bay's Comprehensive Plan, SFR property shall have a maximum density of five units per acre. Permitted uses include single-family homes, recreational uses, institutional uses such as schools, churches and utilities. MFR has a maximum density of 20 units per acre and permitted uses include single-family homes, duplexes, multiple family units, congregate living units, recreational uses, and institutional uses such as schools, churches and utilities.

A. **Exhibit "D"** Ordinance 2021-27 approved the Final Development Plan and Preliminary Plat for Cypress Bay West Phase 1. Exhibit "E" and "F" approved the Final Development Plan for Phase II and Phase III respectively.
B. **Transportation, site access, and traffic devices**:
    1. Owner/Developer shall pay all City impact fees when due in the normal course of development. Any impact fee credits shall be determined in accordance with Chapter 171 of the Palm Bay Code of Ordinances. Section 171.07, Palm Bay Code of Ordinances allows the City to grant impact fee credits for certain contribution, construction, dedications, or improvements (Impact Fee Credits). Owner/Developer is dedicating or making improvements, which are recognized as meeting the requirements for impact fee credits as provided in Exhibit "G" (incorporating the cost estimates for the street and intersection improvements).
    2. The Owner/Developer is responsible for all transportation improvements within the Project in such a way that maintains or improves the level of service for area roadways and ensures the public health, safety, and welfare for the community. Owner/Developer shall be responsible for its fair share cost of improvements along Babcock Street which include three intersection improvements; 1. Babcock Street at Grant Road signalization, 2. Babcock Street at Cogan Drive northbound left-turn lane and southbound right turn lane and 3. Babcock Street at SJHP (Journey Drive Extensions), 4. Mara Loma Blvd Extensions.
    3. The City shall allow the Owner/Developer to construct additional roadways and

driveway access to the residential and commercial property as approved by the City to facilitate Public access and to service the Project including extending Mara Loma Boulevard south terminating at the intersection of Journey Drive and Journey Drive extending east terminating at the intersection of St Johns Heritage Parkway and Babcock Street.

8. **Public Facilities/Land Dedication**. Any reservation or dedication of land to the Public shall be in a form acceptable to the City and in accordance with City regulations and policies governing dedication and acceptance of public facilities or lands, to include public parks and public safety (police and/or fire rescue) and in accordance with Chapters 171 and 182 of the Land Development Code.

9. **Development Permits/Fees.** The Owner/Developer is responsible for obtaining and paying for all permits and fees for facilities and services relative to the Project, including but not limited to the following:

i. Site plan approvals;
ii. Subdivision plat and/or waiver of plat approvals;
iii. Water, sewer, paving and drainage and other infrastructure permits;
iv. Covenant or Unity of Title acceptance or the release of existing unities or covenants;
v. Building permits;
vi. Certificates of occupancy and completion; and
vii. Any other official action of the City or Brevard County, Florida, having the effect of permitting the development of land.

Any site permits shall be kept current with the respective permitting agency and shall ensure the protection of the public health, safety, and welfare of the community and the development.

10. **Stormwater Provision**: It is hereby acknowledged and understood that there will be a stormwater management system that is interconnected across Phases 1, 2 and 3 and across adjacent Waterstone residential subdivisions, and commercial properties. The maintenance of the stormwater management systems will be the responsibility of the Master HOA, HOA & CDD (as described in **Exhibit "H"**) or shared between managing parties with specific maintenance responsibilities covered in a separate section of the Developments' Covenants and Deed Restrictions for each subdivision and the CDD. If a mass grading plan is needed The City of Palm Bay will review a mass grading plan of any of the Cypress Bay West Phases, to construct the master stormwater system. However, prior to mass grading and construction of the stormwater management system the Developer must have acquired a SJRWMD permit authorizing same. Owner/Developer acknowledges that drainage from Mara Loma Blvd and Journey Dr. will be treated and attenuated in the proposed on-site stormwater management system. A perpetual non-exclusive easement shall be recorded via plat over, across and through the entire interconnected system allowing the City the right to access and service, maintain, or otherwise modify the system in cases of emergency, should the aforementioned roadways be adversely impacted by flooding.

Owner/Developer further acknowledges and agrees that future modifications of the approved stormwater management system would require approval by the City of Palm Bay and the St. John's River Water Management District. Owner/Developer recognizes that construction of the stormwater management system is solely their responsibility and capital costs will not be considered as credits towards transportation impact fees or proportionate fair share responsibilities.

11. **Indemnification.** The Owner/Developer hereby indemnifies and holds the City harmless from any and against all claims, demands, disputes, damages, costs, expenses, incurred by the City as a result, directly or indirectly, of the use or development of the Property, except those claims or liabilities caused by or arising from the gross negligence or intentional acts of the City, or its employees or agents. The Owner/Developer acknowledges and agrees that the City is not guaranteeing the appropriateness, efficiency, quality or legality of the use or development of the Property, including but not limited to drainage or water/sewer plans, fire safety, or quality of construction, whether or not inspected, approved, or permitted by the City.

12. **Compliance.** The Owner/Developer agrees that it, and its successors and assigns, will abide by the provisions of this Agreement, the City's Comprehensive Plan and the City's Code of Ordinances, including but not limited to, the site plan and subdivision regulations of the City as amended from time to time, which are incorporated herein by reference, and such subsequent amendments hereto as may be applicable, provided, however, that in the event of a conflict between the terms and provisions of the City's Comprehensive Plan and the City's Code of Ordinances, including but not limited to, the site plan and subdivision regulations of the City as amended from time to time, and the Utility Agreement and any future approved ordinances ("Ordinances") the terms and provisions of Utility Agreement and the Ordinances shall prevail. The City may, without prejudice to any other legal or equitable right or remedy it may have, withhold permits, Certificates of Occupancy and/or plan/plat approvals to the Property, should the Owner/Developer fail to comply with the terms of this Agreement.

13. **Public Improvements.** The Owner/Developer shall substantially complete all required public improvements prior to issuance of the first Certificate of Occupancy for the relevant portion of the Property, unless superseded by subsequent ordinances.

14. **Concurrency and Vested Rights.** The Owner/Developer acknowledges and agrees that prior to the issuance of any development orders for the Project, the Owner/Developer must have received and be in the possession of a valid, unexpired certificate of capacity/concurrency management system approval that complies with Chapter 183 of the City's Land Development Code. The capacity certificate/approval verifies the availability of infrastructure and service capacity sufficient to permit the proposed development of the Property without causing a reduction in the levels of service adopted in the City's Comprehensive Plan.

15. **Environmental and Tree Preservation.** The Owner/Developer is responsible for obtaining all site related permits and approval prior to any development activity on or for the Project. This may involve mitigation for habitat of threatened or endangered flora and fauna or for species identified for preservation as may be required by the St. Johns River Water Management District and/or the United States Corp of Army Engineers (e.g., tree preservation). This Agreement does not vest or exempt the Owner/Developer from any permitting and mitigation obligations needed to develop the Property.

16. **Community Development District or Homeowners Association.** The charter and by-laws of the Homeowners Association ("HOA") for the Project and any related deed restrictions shall be furnished to the City for approval by the City Attorney prior to the recording in the Public Records of Brevard County, Florida. Such recording shall take place before a Certificate of Completion is issued for the first development project on land covered by this Agreement. The CITY hereby approves that any of the obligations of the Owner/Developer in this Agreement may be funded or performed by the CDD pursuant to Sections 190.012(1)(g), (h), Florida Statutes. The Owner/Developer or its successors and/or assigns shall be responsible for establishing and amending the HOA and recording said information in the Public Records of Brevard County, Florida. The City is not responsible for the enforcement of any agreements or deed restrictions entered between property owners or occupiers of the Property. If the Property is not maintained in accordance with the City's Code of Ordinances or Land Development Regulations following issuance of a Certificate of Occupancy, the issue will be referred to the City's Code Compliance Division.

17. **Utility Easements.** For any utility easement not established on a plat of the Property, the Owner/Developer shall provide to the City such easements and other legal documentation, in form mutually acceptable to the City Attorney and the Owner/Developer, for the installation and maintenance of the utility and other services, and in accordance with the Utility Agreement.

18. **Periodic Review.** The City reserves the right to periodically review the Property to determine if there has been demonstrated good faith compliance with the terms of this Agreement, in accordance with Section 163.3235, Florida Statutes. If the City finds that on the basis of substantial competent evidence that there has been a failure to comply with the terms of this Agreement, then the City will not issue development orders or permits until compliance with this Agreement has been established.

19. **Nonperformance.** If the Owner/Developer fails to timely perform any of its obligations set forth in this Agreement to the City's specifications, then the City shall provide the Owner/Developer with written notice to complete said obligation. If the Owner/Developer fails to complete the obligation(s) within ninety (90) days of the date of such notice, then the City may, without further notice to the Owner/Developer and without prejudice to any other rights or remedies it may have, take any or all of the foregoing action:

i. record one or more liens against the Property,
ii. take enforcement action in relation to such lien(s),
iii. perform any such obligation(s) at the sole cost and expense of the Owner/Developer
iv. immediately recover from the Owner/Developer the actual and verified cost of

completing the obligation(s) required under this Agreement, or

v. pursue any other remedies available to the City in law or equity

The foregoing lien(s) shall be superior to all other liens and mortgagees recorded after the date this Agreement is recorded in the Public Records of Brevard County, Florida.

20. **Notices.** Any notice, report, demand or other instrument authorized or required to be given or furnished shall be deemed given or furnished: (i) when addressed to the party intended to receive the same, at the address of such party as set forth below, and delivered at such address, (ii) three (3) days after the same is deposited in the United States mail as first class certified mail, return receipt requested, postage paid, or (iii) when delivered by nationwide commercial courier service, one (1) business day after the date of delivery of such notice to the courier service. Said notice shall be sent to the following, as applicable:

**IF TO OWNER/DEVELOPER:**

_____

_____

_____

**IF TO CITY:**

Director of Growth Management
City of Palm Bay
120 Malabar Road S.E.
Palm Bay, Florida 32907

With a copy to:

City Attorney
City of Palm Bay
120 Malabar Road S.E.
Palm Bay, Florida 32907

Any party may change the address to which any such notice, report, demand or other instrument is to be delivered or mailed, by furnishing written notice of such change to the other parties, but no such notice of change shall be effective unless and until received by the other party.

21. **Matters Not Addressed, Consistency with the Comprehensive Plan.**

A. The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Owner/Developer of the Property from the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

B. The project contemplated by this Agreement is consistent with the City of Palm Bay Comprehensive Plan.

22. **Captions.** The captions used herein are for convenience only and shall not be relied upon in construing this Agreement.

23. **Binding Effect; Assignment.** This Agreement shall be binding upon and inure to the benefit of the Owner/Developer and its successors and assigns in interest, and the City and its successors and assigns in interest. This Agreement does not, and is not intended to, prevent, or impede the City from exercising its legislative authority as the same may affect the Property. Owner/Developer shall not assign this Agreement without prior written approval of the City. Provided, Owner/Developer may assign any portion of this Agreement to the CDD. Irrespective of any assignment or delegation to the CDD by Owner/Developer under this Section, Owner/Developer shall remain liable to the City for performance of all of Owner/Developer's obligations described in this Agreement unless the City approves an assignment to a private entity.

24. **Subsequently Enacted State or Federal Law.** If either state or federal law is enacted after the Effective Date of this Agreement that is applicable to and precludes the parties' compliance with the terms of this Agreement, then this Agreement or such portions affected by such state or federal shall be modified or revoked, as is necessary, to comply with the relevant state or federal law.

25. **Severability.** If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, then such provision shall be severed and shall be inoperative, and the remainder of this Agreement shall remain operative and binding on the parties.

26. **Covenant Running with the Land.** This Agreement shall run with the Property and inure to and be for the benefit of the parties hereto and their respective successors and assigns and any person, firm, corporation, or entity who may become the successor in interest to the Property or any portion thereof.

27. **Recordation of Agreement.** The parties hereto agree that an executed original of this Agreement shall be recorded by the City, at the Owner/Developer's expense, in the Public Records of Brevard County, Florida.

28. **Governing Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Owner/Developer and City submit to the exclusive jurisdiction of the state courts of the Eighteenth Judicial Circuit, Brevard County, Florida for any action or proceeding arising under, relating to, or in connection with this Agreement. Owner/Developer and City agree that all claims in respect of the action or proceeding shall be exclusively filed, heard, and determined in any such court. Owner/Developer and City hereby irrevocably waive, to the fullest extent permitted by applicable Law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court. Owner/Developer and City waive any defense of inconvenient forum to the maintenance of any action or proceeding so brought.

29. **Waiver of Jury Trial.** OWNER/DEVELOPER AND CITY HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL

PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT. EACH PARTY ACKNOWLEDGES AND AGREES THAT THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OTHER PARTY TO ENTER INTO THIS AGREEMENT. NEITHER PARTY IS RELYING ON ANY REPRESENTATION BY THE OTHER PARTY THAT THIS PROVISION WOULD NOT BE ENFORCED TO THE FULLEST EXTENT PROVIDED BY LAW.

30. **Time of the Essence.** Time is hereby declared of the essence to the lawful performance of the duties and obligations set forth in this Agreement. The Owner/Developer shall execute this Agreement within ten (10) business days of the City Council's adoption of an ordinance approving same; and agrees to pay the cost of recording this document in the Public Records of Brevard County, Florida. Failure to execute this Agreement within ten (10) business days of said ordinance adoption may result in the City not issuing development orders or permits until execution and recordation of this Agreement has occurred.

31. **Entire Agreement; Amendment.** This Agreement constitutes the entire agreement between the parties, and supersedes all previous discussions, understandings, and agreements, with respect to the subject matter hereof; provided, however, that it is agreed that this Agreement is supplemental to the City's Comprehensive Plan and does not in any way rescind or modify any provisions of the City's Comprehensive Plan. Any amendments to this Agreement shall be in writing and signed by both the Owner/Developer and the City.

*{Remainder of page intentionally blank.}*

**IN WITNESS WHEREOF**, the Owner/Developer and the City have executed this Agreement as of the date first written above.

**OWNER/DEVELOPER**

*WITNESSES:*

By:_____
Name_____

Title:_____

_____
Signature of Witness #1

_____
Print or type name

_____
Signature of Witness #2

_____
Print or type name

**STATE OF FLORIDA**
**COUNTY OF BREVARD**

The foregoing instrument was acknowledged before me, **by means of ☐ physical presence or ☐ online notarization**, this ____ day of _____, _____ (year), by _____, as the President of Forestar (USA) Real Estate Group, Inc., Sworn to (or affirmed) and subscribed before me, **by means of ☐ physical presence or ☐ online notarization**, this ____ day of _____, 2022.

NOTARY SEAL/STAMP:

_____
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES ON: _____

**CITY OF PALM BAY,** a Florida municipal corporation

ATTEST:

_____
Terese Jones, City Clerk

By: _____
J. Robert Medina, Mayor

As approved by the Council on
_____, 2022.

Approved as to form correctness

_____
Patricia D. Smith, City Attorney

**EXHIBIT "A"**
Legal Description

**EXHIBIT "B"**
Ordinance 2004-35 Providing for the Annexation of Certain Real Property

**EXHIBIT "C"**
Resolution 2021-12 "Preliminary Planned Unit Development (PUD) for Cypress Bay West – Phase 1"

**EXHIBIT "D"**
Ordinance 2021-27 "Final Planned Unit Development (PUD) for Cypress Bay West – Phase 1"

**EXHIBIT "E"**
Ordinance 2021-65 "Final Plan Unit Development (PUD) for Cypress Bay West –Phase II

**EXHIBIT "F"**
Ordinance 2021-70 "Final Plan Unit Development (PUD) for Cypress Bay West –Phase III

**EXHIBIT "G"**
Impact Fee Credit Agreement for Proportionate Share Contributions

**EXHIBIT "H"**
Ordinance 2022-14 "Cypress Bay West Community Development District"

# EXHIBIT "A"

## LEGAL DESCRIPTION

# EXHIBIT "A"
# LEGAL DESCRIPTION

**CYPRESS BAY WEST PHASE 1**

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF SECTION 4, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, AND A PORTION OF LOT 32 AND LOT 33 OF SAN-SEBASTIAN FARMS, SECTION 5, TOWNSHIP 30 SOUTH, RANGE 37 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 77, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF TRACT "OS5" WATERSTONE PLAT ONE P.U.D., ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 55, PAGES 37 THROUGH 57, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN S 05° 37' 16" E FOR A DISTANCE OF 120.00 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 1620.00 FEET, AND WHOSE CHORD BEARS S 73° 32' 14" W FOR A DISTANCE OF 609.42 FEET, ALSO BEING THE NORTH LINE OF TRACT "OS8" OF SAID WATERSTONE PLAT ONE P.U.D.; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF AFORESAID CURVE AND NORTH LINE, THROUGH A CENTRAL ANGLE OF 21° 40' 59", FOR A DISTANCE OF 613.07 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN S 27° 18' 15" E ALONG THE WEST LINE OF AFOREMENTIONED TRACT "OS8" AND THE SOUTHERLY LINE OF TRACT "S.M.T. - 3A" OF WATERSTONE PLAT ONE REPLAT NO. 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 55, PAGES 86 THROUGH 95, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, FOR A DISTANCE OF 194.24 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 187.00 FEET, AND WHOSE CHORD BEARS S 33° 11' 40" E FOR A DISTANCE OF 321.47 FEET; THENCE RUN THE FOLLOWING (4) CURVES, COURSES AND DISTANCES ALONG THE SOUTHERLY LINE OF SAID TRACT "S.M.T. - 3A": THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 118° 31' 49", FOR A DISTANCE OF 386.86 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE EAST, HAVING A RADIUS OF 100.00 FEET, AND WHOSE CHORD BEARS S 12° 24' 48" W FOR A DISTANCE OF 47.22 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 27° 18' 52", FOR A DISTANCE OF 47.67 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN S 60° 15' 06" E FOR A DISTANCE OF 300.74 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 187.00 FEET, AND WHOSE CHORD BEARS N 42° 30' 07" E FOR A DISTANCE OF 146.19 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 46° 01' 04", FOR A DISTANCE OF 150.19 FEET TO THE SOUTH LINE OF TRACT "OS21" OF AFOREMENTIONED WATERSTONE PLAT ONE REPLAT NO. 2, ALSO BEING A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN THE FOLLOWING (5) CURVES, COURSES AND DISTANCES ALONG THE SOUTHERLY LINE OF SAID TRACT "OS21"; RUN S 27° 22' 41" E FOR A DISTANCE OF 15.61 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 50.00 FEET, AND WHOSE CHORD BEARS S 42° 12' 41" E FOR A DISTANCE OF 25.60 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 29° 40' 00", FOR A DISTANCE OF 25.89 FEET; THENCE RUN S 57° 02' 41" E FOR A DISTANCE OF 239.97 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTH, HAVING A RADIUS OF 50.00 FEET, AND WHOSE CHORD BEARS S 75° 28' 31" E FOR A DISTANCE OF 31.62 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 36° 51'

40", FOR A DISTANCE OF 32.17 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN N 86° 05' 39" E FOR A DISTANCE OF 8.19 FEET TO THE SOUTHERLY LINE OF AFOREMENTIONED TRACT "S.M.T. - 3A", ALSO BEING A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 187.00 FEET, AND WHOSE CHORD BEARS S 25° 18' 51" W FOR A DISTANCE OF 158.91 FEET; THENCE RUN THE FOLLOWING (9) CURVES, COURSES AND DISTANCES ALONG THE SOUTHERLY LINES OF SAID TRACT "S.M.T. - 3A"; RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 50° 17' 10", FOR A DISTANCE OF 164.12 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN S 39° 32' 33" E FOR A DISTANCE OF 149.35 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 187.00 FEET, AND WHOSE CHORD BEARS S 69° 10' 51" E FOR A DISTANCE OF 181.64 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 58° 06' 50", FOR A DISTANCE OF 189.67 TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN N 89° 53' 48" E FOR A DISTANCE OF 170.61 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 187.00 FEET, AND WHOSE CHORD BEARS N 72° 37' 12" E FOR A DISTANCE OF 330.66 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 124° 17' 20", FOR A DISTANCE OF 405.65 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 100.00 FEET, AND WHOSE CHORD BEARS S 57° 05' 56" E FOR A DISTANCE OF 41.12 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 23° 43' 35", FOR A DISTANCE OF 41.41 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 655.00 FEET, AND WHOSE CHORD BEARS S 64° 22' 13" E FOR A DISTANCE OF 104.87 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 09° 11' 00", FOR A DISTANCE OF 104.98 FEET TO A POINT OF TANGENCY; THENCE RUN S 59° 46' 43" E FOR A DISTANCE OF 59.96 FEET; THENCE RUN N 89° 53' 48" E FOR A DISTANCE OF 80.12 FEET TO THE SOUTHEAST CORNER OF SAID TRACT "S.M.T. - 3A"; THENCE RUN S 34° 43' 01" W, DEPARTING THE AFOREMENTIONED SOUTHERLY LINE, FOR A DISTANCE OF 84.77 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 260.00 FEET, AND WHOSE CHORD BEARS S 25° 02' 28" E FOR A DISTANCE OF 220.10 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 50° 04' 55", FOR A DISTANCE OF 227.26 FEET TO A POINT OF TANGENCY; THENCE RUN S 00° 00' 00" E FOR A DISTANCE OF 233.48 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 260.00 FEET, AND WHOSE CHORD BEARS S 15° 41' 10" W FOR A DISTANCE OF 140.59 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 31° 22' 20", FOR A DISTANCE OF 142.36 FEET TO A POINT OF TANGENCY; THENCE RUN S 31° 22' 20" W FOR A DISTANCE OF 23.26 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 350.00 FEET, AND WHOSE CHORD BEARS S 55° 46' 05" W FOR A DISTANCE OF 289.13 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 48° 47' 30", FOR A DISTANCE OF 298.05 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN S 18° 45' 07" W FOR A DISTANCE OF 95.37 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 887.50 FEET, AND WHOSE CHORD BEARS N 80° 41' 08" W FOR A DISTANCE OF 291.04 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 18° 52' 29", FOR A DISTANCE OF 292.36 FEET TO A POINT OF TANGENCY; THENCE RUN S 89° 52' 38" W FOR A DISTANCE OF 320.27 FEET; THENCE RUN S 00° 07' 22" E FOR A DISTANCE OF 156.73 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT

TO A POINT OF TANGENCY; THENCE RUN S 00° 07' 22" E FOR A DISTANCE OF 1143.70 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 225.00 FEET, AND WHOSE CHORD BEARS S 31° 44' 37" W FOR A DISTANCE OF 237.57 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 63° 43' 57", FOR A DISTANCE OF 250.28 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN S 00° 07' 22" E FOR A DISTANCE OF 74.96 FEET; THENCE RUN N 89° 52' 38" E FOR A DISTANCE OF 3155.67 FEET; THENCE RUN S 00° 07' 22" E FOR A DISTANCE OF 200.00 FEET; THENCE RUN S 89° 52' 38" W FOR A DISTANCE OF 2514.25 FEET; THENCE RUN S 00° 13' 56" W FOR A DISTANCE OF 29.65 FEET TO THE POINT OF BEGINNING; CONTAINING 190.281 ACRES, MORE OR LESS

CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 425.00 FEET, AND WHOSE CHORD BEARS S 71° 25' 40" W FOR A DISTANCE OF 17.04 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02° 17' 48", FOR A DISTANCE OF 17.04 FEET TO A POINT OF TANGENCY; THENCE RUN S 70° 16' 46" W FOR A DISTANCE OF 73.63 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 450.00 FEET, AND WHOSE CHORD BEARS S 62° 19' 26" W FOR A DISTANCE OF 124.56 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 15° 54' 40", FOR A DISTANCE OF 124.97 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 575.00 FEET, AND WHOSE CHORD BEARS S 44° 10' 21" W FOR A DISTANCE OF 203.57 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 20° 23' 31", FOR A DISTANCE OF 204.65 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN N 71° 08' 43" W FOR A DISTANCE OF 277.37 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 225.00 FEET, AND WHOSE CHORD BEARS N 73° 08' 02" W FOR A DISTANCE OF 15.62 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03° 58' 38", FOR A DISTANCE OF 15.62 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 675.00 FEET, AND WHOSE CHORD BEARS N 34° 36' 29" W FOR A DISTANCE OF 295.95 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 25° 19' 37", FOR A DISTANCE OF 298.38 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN N 22° 10' 15" E FOR A DISTANCE OF 67.68 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 1487.50 FEET, AND WHOSE CHORD BEARS N 37° 24' 41" W FOR A DISTANCE OF 1506.24 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 60° 50' 08", FOR A DISTANCE OF 1579.40 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 25.00 FEET, AND WHOSE CHORD BEARS N 32° 42' 19" W FOR A DISTANCE OF 21.69 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 51° 25' 25", FOR A DISTANCE OF 22.44 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 100.00 FEET, AND WHOSE CHORD BEARS N 46° 08' 46" W FOR A DISTANCE OF 42.51 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 24° 32' 31", FOR A DISTANCE OF 42.83 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 25.00 FEET, AND WHOSE CHORD BEARS N 63° 52' 31" W FOR A DISTANCE OF 25.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 60° 00' 00", FOR A DISTANCE OF 26.18 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN N 03° 52' 31" W FOR A DISTANCE OF 75.00 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 25.00 FEET, AND WHOSE CHORD BEARS N 56° 07' 29" E FOR A DISTANCE OF 25.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 60° 00' 00", FOR A DISTANCE OF 26.18 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 100.00 FEET, AND WHOSE CHORD BEARS N 44° 35' 34" E FOR A DISTANCE OF 63.35 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 36° 56' 09", FOR A DISTANCE OF 64.47 FEET TO A POINT OF REVERSE CURVATURE CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 25.00 FEET, AND WHOSE CHORD BEARS N 40° 16' 27" E FOR A DISTANCE OF 19.36 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 45° 34' 23", FOR A DISTANCE OF 19.88 FEET TO A POINT OF TANGENCY; THENCE RUN N 17° 29' 16" E FOR A DISTANCE OF 111.32 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 600.00 FEET, AND WHOSE CHORD BEARS N 31° 45' 36" E FOR A DISTANCE OF 295.84 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 28° 32' 41", FOR A DISTANCE OF 295.84 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE SOUTHEAST,

HAVING A RADIUS OF 1840.00 FEET, AND WHOSE CHORD BEARS N 49° 56' 45" E FOR A DISTANCE OF 251.15 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 07° 49' 36", FOR A DISTANCE OF 251.35 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN S 36° 08' 27" E FOR A DISTANCE OF 100.00 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 1740.00 FEET, AND WHOSE CHORD BEARS N 69° 07' 06" E FOR A DISTANCE OF 915.92 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 30° 31' 10", FOR A DISTANCE OF 926.84 FEET TO THE POINT OF BEGINNING; CONTAINING 77.844 ACRES, MORE OR LESS

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**CYPRESS BAY WEST PHASE 2**

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF SECTIONS 3 AND 4, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, AND A PORTION OF LOT 33, LOT 34, LOT 63 AND LOT 64 OF SAN-SEBASTIAN FARMS, SECTION 5, TOWNSHIP 30 SOUTH, RANGE 37 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 77, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 4; THENCE RUN N 01° 11' 38" W ALONG THE EAST LINE OF SAID SECTION 4 FOR A DISTANCE OF 7.46 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 4; THENCE RUN N 89° 52' 37" E FOR A DISTANCE OF 129.17 FEET TO THE WEST RIGHT OF WAY LINE OF BABCOCK STREET (A 100 FOOT WIDE RIGHT OF WAY); THENCE RUN N 00° 45' 16" E ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 291.62 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN N 89° 42' 39" W FOR A DISTANCE OF 1214.31 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 1000.00 FEET, AND WHOSE CHORD BEARS S 78° 39' 00" W FOR A DISTANCE OF 403.49 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 23° 16' 41", FOR A DISTANCE OF 406.28 FEET TO A POINT OF TANGENCY; THENCE RUN S 67° 00' 40" W FOR A DISTANCE OF 328.03 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 1200.00 FEET, AND WHOSE CHORD BEARS S 78° 26' 39" W FOR A DISTANCE OF 475.74 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 22° 51' 58", FOR A DISTANCE OF 478.91 FEET TO A POINT OF TANGENCY, ALSO BEING THE SOUTH LINE OF PARCEL B, AS DESCRIBED IN OFFICIAL RECORDS BOOK 3480, PAGE 685, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN S 89° 52' 38" W ALONG THE SOUTH LINE OF SAID PARCEL B FOR A DISTANCE OF 588.09 FEET; THENCE RUN N 00° 07' 22" W FOR A DISTANCE OF 200.00 FEET; THENCE RUN S 89° 52' 38" W FOR A DISTANCE OF 3155.67 FEET; THENCE RUN N 00° 07' 22" W FOR A DISTANCE OF 74.96 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 225.00 FEET AND WHOSE CHORD BEARS N 31° 44' 37" E FOR A DISTANCE OF 237.57 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 63° 43' 57", FOR A DISTANCE OF 250.28 FEET TO A POINT OF TANGENCY; THENCE RUN N 00° 07' 22" W FOR A DISTANCE OF 1143.70 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 675.00 FEET, AND WHOSE CHORD BEARS N 09° 50' 34" W FOR A DISTANCE OF 227.92 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 19° 26' 23", FOR A DISTANCE OF 229.02 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 250.00 FEET AND WHOSE CHORD BEARS N 22° 47' 04" E FOR A DISTANCE OF 336.81 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 84° 41' 39", FOR A DISTANCE OF 369.55 FEET

TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN N 24° 52' 07" W FOR A DISTANCE OF 125.00 FEET; THENCE RUN N 65° 07' 53" E FOR A DISTANCE OF 20.65 FEET; THENCE RUN N 83° 26' 35" E FOR A DISTANCE OF 377.34 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 325.00 FEET, AND WHOSE CHORD BEARS N 71° 43' 01" E FOR A DISTANCE OF 132.10 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 23° 27' 08", FOR A DISTANCE OF 133.03 FEET TO A POINT OF TANGENCY; THENCE RUN N 59° 59' 27" E FOR A DISTANCE OF 33.34 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 1487.50 FEET, AND WHOSE CHORD BEARS S 49° 38' 29" E FOR A DISTANCE OF 928.59 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 36° 22' 31", FOR A DISTANCE OF 944.37 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN S 22° 10' 15" W FOR A DISTANCE OF 67.68 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 675.00 FEET, AND WHOSE CHORD BEARS S 34° 36' 29" E FOR A DISTANCE OF 295.95 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 25° 19' 37", FOR A DISTANCE OF 298.38 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 225.00 FEET, AND WHOSE CHORD BEARS S 73° 08' 02" E FOR A DISTANCE OF 15.62 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03° 58' 38", FOR A DISTANCE OF 15.62 FEET TO A POINT OF TANGENCY; THENCE RUN S 71° 08' 43" E FOR A DISTANCE OF 277.37 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 575.00 FEET, AND WHOSE CHORD BEARS N 44° 10' 21" E FOR A DISTANCE OF 203.57 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 20° 23' 31", FOR A DISTANCE OF 204.65 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 450.00 FEET, AND WHOSE CHORD BEARS N 62° 19' 26" E FOR A DISTANCE OF 124.56 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 15° 54' 40", FOR A DISTANCE OF 124.97 FEET TO A POINT OF TANGENCY; THENCE RUN N 70° 16' 46" E FOR A DISTANCE OF 73.63 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 425.00 FEET, AND WHOSE CHORD BEARS N 71° 25' 40" E FOR A DISTANCE OF 17.04 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02° 17' 48", FOR A DISTANCE OF 17.04 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN N 00° 07' 22" W FOR A DISTANCE OF 156.73 FEET; THENCE RUN N 89° 52' 38" E FOR A DISTANCE OF 320.27 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 887.50 FEET, AND WHOSE CHORD BEARS S 80° 41' 08" E FOR A DISTANCE OF 291.04 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 18° 52' 29", FOR A DISTANCE OF 292.36 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN N 18° 45' 07" E FOR A DISTANCE OF 95.37 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 350.00 FEET, AND WHOSE CHORD BEARS N 55° 46' 05" E FOR A DISTANCE OF 289.13 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 48° 47' 30", FOR A DISTANCE OF 298.05 FEET TO A POINT OF TANGENCY; THENCE RUN N 31° 22' 20" E FOR A DISTANCE OF 23.26 FEET; THENCE RUN S 06° 50' 39" E FOR A DISTANCE OF 133.29 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 1280.00 FEET, AND WHOSE CHORD BEARS S 81° 26' 45" E FOR A DISTANCE OF 720.14 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 32° 40' 34", FOR A DISTANCE OF 729.99 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 480.00 FEET, AND WHOSE CHORD BEARS S 55° 58' 25" E FOR A DISTANCE OF 152.40 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 18° 16' 06", FOR A DISTANCE OF 153.04 FEET TO A POINT OF TANGENCY; THENCE RUN S 46° 50' 22" E FOR A

DISTANCE OF 174.47 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 1000.00 FEET, AND WHOSE CHORD BEARS S 53° 30' 50" E FOR A DISTANCE OF 232.46 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13° 20' 57", FOR A DISTANCE OF 232.99 FEET TO A POINT OF TANGENCY; THENCE RUN S 60° 11' 18" E FOR A DISTANCE OF 191.82 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 25.00 FEET, AND WHOSE CHORD BEARS N 74° 48' 42" E FOR A DISTANCE OF 35.36 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90° 00' 00", FOR A DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY; THENCE RUN N 29° 48' 42" E FOR A DISTANCE OF 126.82 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 680.00 FEET, AND WHOSE CHORD BEARS N 53° 54' 19" E FOR A DISTANCE OF 555.19 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 48° 11' 15", FOR A DISTANCE OF 571.90 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN S 00° 01' 02" W FOR A DISTANCE OF 1252.63 FEET; THENCE RUN S 89° 42' 39" E FOR A DISTANCE OF 1181.14 FEET; THENCE S 00° 45' 16" W A DISTANCE OF 200.01 FEET TO THE POINT OF BEGINNING; CONTAINING 185.669 ACRES, MORE OR LESS.

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**CYPRESS BAY WEST PHASE 3**

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF SECTION 4, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, AND A PORTION OF LOT 8, LOT 25 THROUGH LOT 34, ALL OF LOT 35 THROUGH LOT 39, A PORTION OF LOT 40 AND A PORTION OF LOT 57 THROUGH LOT 64 OF SAN-SEBASTIAN FARMS, SECTION 5, TOWNSHIP 30 SOUTH, RANGE 37 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 77, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 5, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA; THENCE RUN N 00° 12' 44" E ALONG THE EAST LINE OF SAID SECTION 5 FOR A DISTANCE OF 98.91 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN S 89° 44' 18" W ALONG THE APPROXIMATE CENTERLINE OF A DITCH FOR A DISTANCE OF 2617.10 FEET; THENCE RUN N 00° 13' 32" E FOR A DISTANCE OF 4069.14 FEET; THENCE RUN S 13° 40' 29" E FOR A DISTANCE OF 150.76 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 461.27 FEET, AND WHOSE CHORD BEARS S 56° 07' 45" E FOR A DISTANCE OF 515.79 FEET; THENCE RUN SOUTHEASTERLY 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 TANGENCY; THENCE RUN N 89° 52' 37" E FOR A DISTANCE OF 700.04 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 225.00 FEET, AND WHOSE CHORD BEARS S 44° 49' 10" E FOR A DISTANCE OF 319.88 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90° 36' 27", FOR A DISTANCE OF 355.81 FEET TO A POINT OF TANGENCY; THENCE RUN S 00° 29' 04" W FOR A DISTANCE OF 244.67 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 125.00 FEET, AND WHOSE CHORD BEARS S 44° 49' 10" E FOR A DISTANCE OF 177.71 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90° 36' 27", FOR A DISTANCE OF 197.67 FEET TO A POINT OF TANGENCY; THENCE RUN N 89° 52' 37" E FOR A DISTANCE OF 104.86 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 375.00 FEET, AND WHOSE CHORD BEARS N 76° 33' 44" E FOR A DISTANCE OF 172.73 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID

CURVE, THROUGH A CENTRAL ANGLE OF 26° 37' 46", FOR A DISTANCE OF 174.29 FEET TO A POINT OF TANGENCY; THENCE RUN N 63° 14' 51" E FOR A DISTANCE OF 158.48 FEET; THENCE RUN N 00° 00' 46" W FOR A DISTANCE OF 97.55 FEET; THENCE RUN N 89° 52' 37" E FOR A DISTANCE OF 178.45 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 225.00 FEET, AND WHOSE CHORD BEARS N 57° 39' 17" E FOR A DISTANCE OF 239.94 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 64° 26' 40", FOR A DISTANCE OF 253.07 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN S 72° 30' 44" E FOR A DISTANCE OF 200.00 FEET; THENCE RUN S 17° 29' 16" W FOR A DISTANCE OF 99.80 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 25.00 FEET, AND WHOSE CHORD BEARS S 40° 16' 27" W FOR A DISTANCE OF 19.36 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 45° 34' 23", FOR A DISTANCE OF 19.88 FEET TO A POINT REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 100.00 FEET, AND WHOSE CHORD BEARS S 44° 35' 34" W FOR A DISTANCE OF 63.35 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 36° 56' 09", FOR A DISTANCE OF 64.47 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 25.00 FEET, AND WHOSE CHORD BEARS S 56° 07' 29" W FOR A DISTANCE OF 25.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 60° 00' 00", FOR A DISTANCE OF 26.18 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN S 03° 52' 31" E FOR A DISTANCE OF 75.00 FEET TO A POINT OF INTERSECTION WITH A NON TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 25.00 FEET, AND WHOSE CHORD BEARS S 63° 52' 31" E FOR A DISTANCE OF 25.00 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 60° 00' 00", FOR A DISTANCE OF 26.18 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 100.00 FEET, AND WHOSE CHORD BEARS S 46° 08' 46" E FOR A DISTANCE OF 42.51 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 24° 32' 31", FOR A DISTANCE OF 42.83 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 25.00 FEET, AND WHOSE CHORD BEARS S 32° 42' 19" E FOR A DISTANCE OF 21.69 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 51° 25' 25", FOR A DISTANCE OF 22.44 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 1487.50 FEET, AND WHOSE CHORD BEARS S 19° 13' 25" E FOR A DISTANCE OF 630.22 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 24° 27' 37", FOR A DISTANCE OF 635.03 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN S 59° 59' 27" W FOR A DISTANCE OF 33.34 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 325.00 FEET, AND WHOSE CHORD BEARS S 71° 43' 01" W FOR A DISTANCE OF 132.10 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 23° 27' 08", FOR A DISTANCE OF 133.03 FEET TO A POINT OF TANGENCY; THENCE RUN S 83° 26' 35" W FOR A DISTANCE OF 377.34 FEET; THENCE RUN S 65° 07' 53" W FOR A DISTANCE OF 20.65 FEET; THENCE RUN S 24° 52' 07" E FOR A DISTANCE OF 125.00 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 250.00 FEET AND WHOSE CHORD BEARS S 22° 47' 04" W FOR A DISTANCE OF 336.81 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 84° 41' 39", FOR A DISTANCE OF 369.55 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 675.00 FEET AND WHOSE CHORD BEARS S 09° 50' 34" E FOR A DISTANCE OF 227.92 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 19° 26' 23", FOR A DISTANCE OF 229.02 FEET

# EXHIBIT "B"

## ORDINANCE 2004-35 PROVIDING FOR THE ANNEXATION OF CERTAIN REAL PROPERTY

CFN 2004273728 08-24-2004 10:24 am
OR Book/Page: 5352 / 1538

# ORDINANCE NO. 2004-35

**AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF CERTAIN REAL PROPERTY LOCATED IN THE VICINITY EAST AND WEST OF BABCOCK STREET, SE, AND LEGALLY DESCRIBED HEREIN; PROVIDING FOR FILING A COPY OF THE ORDINANCE WITH THE BREVARD COUNTY CLERK OF THE CIRCUIT COURT, THE CHIEF ADMINISTRATIVE OFFICER OF BREVARD COUNTY, AND THE STATE OF FLORIDA, DEPARTMENT OF STATE; PROVIDING FOR THE REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** Ben Jefferies, President of Bayside Lakes Development Corporation, as agent for the owner, has petitioned the City Council of the City of Palm Bay to voluntarily annex the herein described property, and

**WHEREAS,** the owner of the subject property, Wheeler Farms, Incorporated, has authorized Ben Jefferies to act as their agent for such annexation, and

**WHEREAS,** said property is situated in an unincorporated area of Brevard County and is contiguous to the present boundary of the City of Palm Bay, and

**WHEREAS,** said property is reasonably compact and annexation of it would not result in the creation of an enclave, and

**WHEREAS,** the City Council of the City of Palm Bay desires to annex said property into 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 above recitals are true and correct and by this reference are hereby incorporated into and made an integral part of this ordinance.

CITY OF PALM BAY
120 MALABAR RD SE
PALM BAY, FL. 32907

Scott Ellis
Clerk Of Courts, Brevard County
#Pgs: 5 #Names: 2
Trust: 3.00 Rec: 41.00 Serv: 0.00
Deed: 0.00 Excise: 0.00
Mtg: 0.00 Int Tax: 0.00

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OR Book/Page: 5352 / 1539

**SECTION 2.** In accordance with the provisions of Florida Statutes, Section 171.044, the following described parcel of real property being situated in the County of Brevard, State of Florida, and being contiguous to the existing corporate limits and boundaries of the City of Palm Bay, and being reasonably compact, and creating no enclaves is hereby annexed, established, organized into, and made a part of the City of Palm Bay:

> The Northwest ¼ of Section 3 (less and except that certain property reflected in Warranty Deeds recorded in Official Records Book 2226, Page 1842, Official Records Book 2251, Page 1801, and Official Records Book 2624, Page 812, all of the Public Records of Brevard County, Florida); the North ½ of the Southwest ¼ of Section 3; the North ½ and the North ½ of the Southeast ¼ and the North ½ of the Southwest ¼ of the Section 4; the Northeast ¼ of and the North ½ of the Southeast ¼ of Section 5; all in Township 30 South, Range 37 East, Brevard County, Florida; excepting road and canal rights of way.
>
> Together with:
>
> That certain tract of land located in the West ½ of Section 3; Section 4; and the East ½ of Section 5, Township 30 South, Range 37 East, Brevard County, Florida, more particularly described as follows:
>
> Commence at the Northwest corner of Section 5, Township 30 South, Range 37 East, thence run North 89°54'49" East 2616.32 feet to the North ¼ corner of Section 5; thence run South 00°30'17" West along the West line of the East ½ of said Section 5, 3865.22 feet to the POINT OF BEGINNING; thence continue South 00°30'17" West along the said West line of the East ½ of Section 5, 1288.40 feet to a point; thence run North 89°54'13" East 10,616.43 feet to a point on the East line of the West 1/2 of Section 3, Township 30 South, Range 37 East; thence run North 01°05'43" West along the said East line of the West ½ of Section 3, 1285.63 feet to a point; thence run South 89°55'09" West 10,580.62 feet to the POINT OF BEGINNING and excepting therefrom all roadway and canal rights of way.
>
> Containing 1,167.31 acres, more or less.

**SECTION 3.** The corporate limits and boundary lines of the City of Palm Bay, Brevard County, Florida, shall be redefined so as to include therein the above described parcel hereby annexed.

**SECTION 4.** The parcel of property to be annexed is hereby depicted on the attached survey which, by reference, is incorporated herein as Exhibit A.

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**SECTION 5.** This ordinance of annexation has been noticed, by reference, once a week for two consecutive weeks in a newspaper of general circulation in the County of Brevard, Florida, prior to its adoption.

**SECTION 6.** The City Clerk shall file a copy of this ordinance with the Brevard County Clerk of the Circuit Court, the chief administrator of Brevard County, and the State of Florida Department of State.

**SECTION 7.** 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 8.** 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 9.** The provisions within this ordinance shall take effect immediately upon the enactment date.

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Read in title only at Meeting No. 2004-21, held on August 5, 2004; and read in title only and duly enacted at Meeting No. 2004-22, held on August 17, 2004.

John J. Mazziotti, MAYOR

ATTEST:

Alice Passmore, CITY CLERK

Case No. A-1-2004

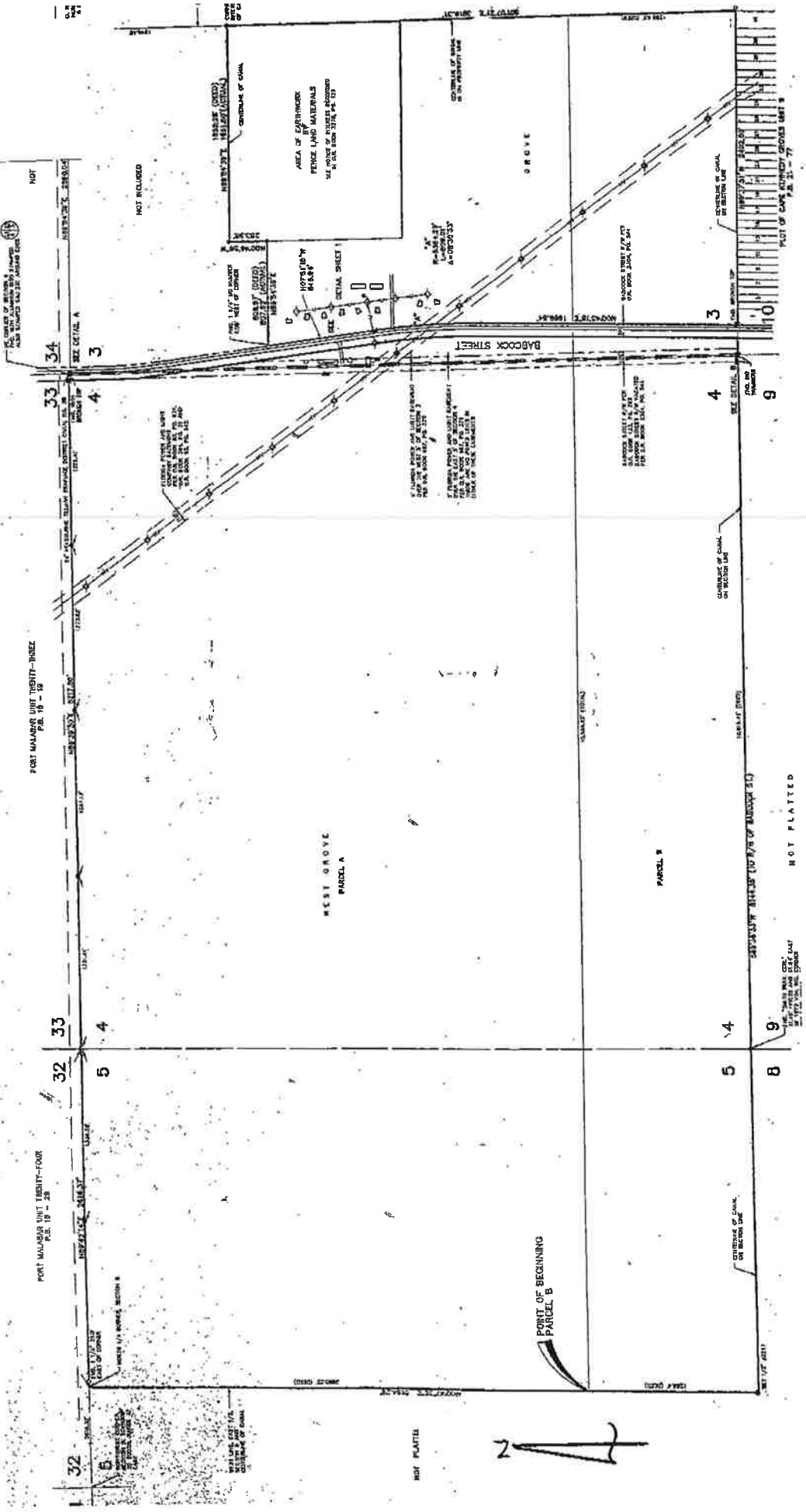
cc: 08-18-04

M. Nixon, Engineering
C. Norton, Planning
J. Proce, Public Works
Fire Chief Hellmann
Public Utility Companies
Supervisor of Elections
S. Camp, 911
Brevard County Manager
Police Department
Utilities Department
S. Davis, Building
Applicant
Case File
J. Blackledge, PBPD
Brevard County Planner
C. McKinnon, T & D

City of Palm Bay, Florida
Ordinance No. 2004-35
EXHIBIT A

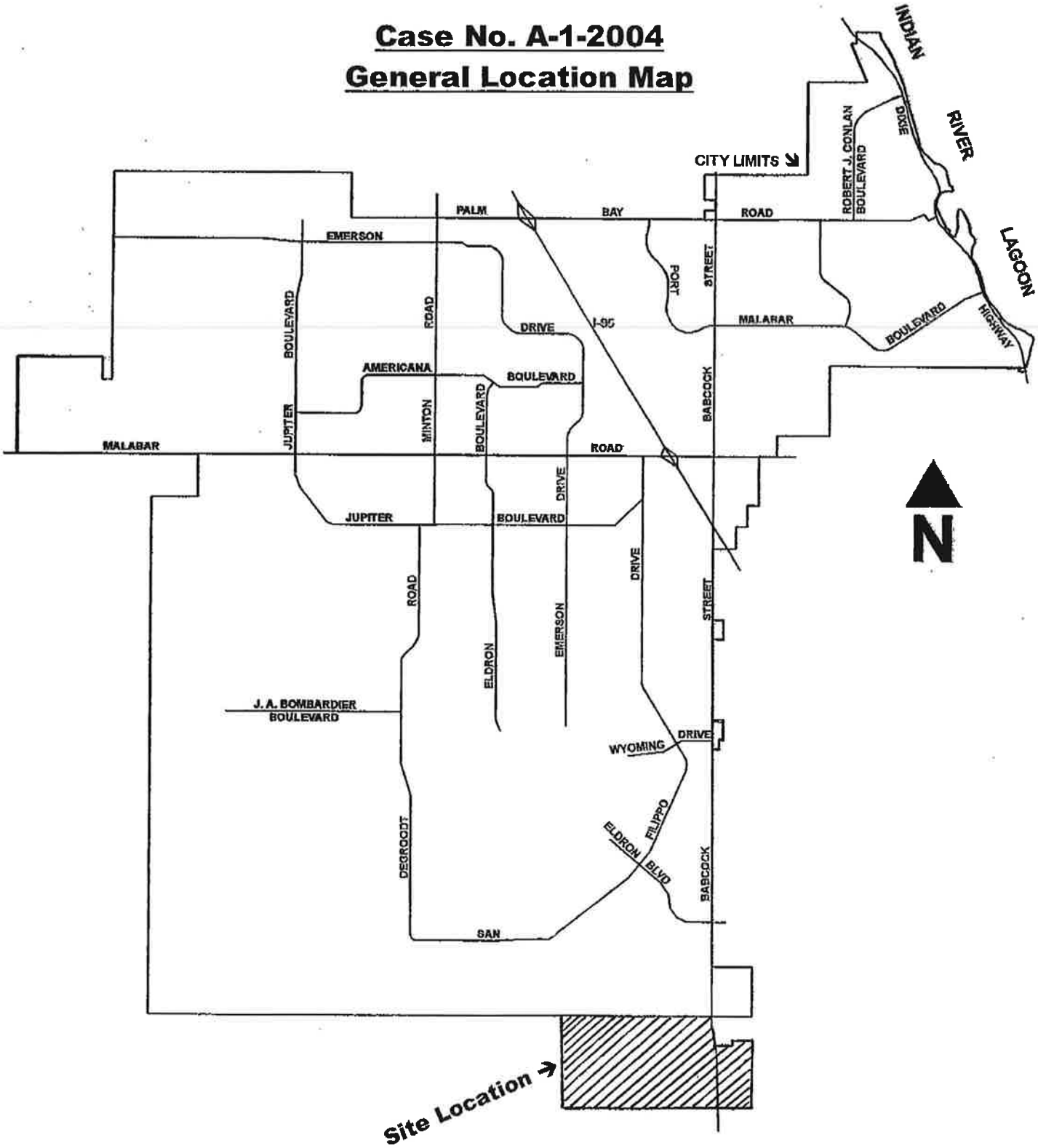
**Case No. A-1-2004**

**Survey**




CFN 2004273728
OR Book/Page: 5352 / 1542

# Case No. A-1-2004
# General Location Map



# EXHIBIT "C"

## RESOLUTION 2021-12

## "PRELIMINARY PLANNED UNIT DEVELOPMENT (PUD) FOR CYPRESS BAY WEST –PHASE 1"

# RESOLUTION 2021-12

**A RESOLUTION OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, GRANTING APPROVAL FOR A PLANNED UNIT DEVELOPMENT (PUD) PRELIMINARY DEVELOPMENT PLAN OF A RESIDENTIAL SUBDIVISION TO BE KNOWN AS 'CYPRESS BAY WEST PHASE 1 PUD' IN PUD (PLANNED UNIT DEVELOPMENT) ZONING; WHICH PROPERTY IS LOCATED IN THE VICINITIES SOUTH OF MARA LOMA BOUELVARD AND WEST OF BABCOCK STREET, AND LEGALLY DESCRIBED HEREIN; PROVIDING FOR FILING OF THE FINAL PLANNED UNIT DEVELOPMENT APPLICATION; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** application for Planned Unit Development (PUD) Preliminary Development Plan in PUD (Planned Unit Development) zoning to permit a residential subdivision to be known as 'Cypress Bay West Phase 1 PUD' on property legally described herein, 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 January 19, 2021, which voted to recommend to the City Council approval of the application, and

**WHEREAS,** all provisions applicable to the Preliminary 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 has determined that such Preliminary PUD will neither be injurious to adjacent lands 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:

CITY OF PALM BAY
**Office of the City Clerk**
120 Malabar Road, SE
Palm Bay, Florida 32907

***SECTION 1.*** The City Council of the City of Palm Bay hereby grants PUD Preliminary Development Plan approval for 'Cypress Bay West Phase 1 PUD' on property zoned PUD (Planned Unit Development), which property is legally described herein as Exhibit 'A'.

***SECTION 2.*** The PUD Preliminary Development Plan is granted subject to the staff comments contained in the Staff Report and the following items shall be submitted with a Final PUD application:

1. A preliminary subdivision plat and a boundary and title opinion;
2. Deed restrictions establishing development standards and minimum dwelling sizes;
3. Tract R-1 shall depict the future amenity with architectural drawings and shall be shown on the plan. The plan shall indicate if the amenity center is for all of Cypress Bay West or just for phase 1. Staff recommends that the amenity be built prior to the CO of the 115th lot to ensure the amenity is provided commensurate with development of this project;
4. Garabaldi "Lane" shall be changed to Garabaldi "Circle";
5. Dugan "Circel" shall be corrected to Dugan "Circle";
6. The technical comments generated by the Development Review Staff shall be observed and incorporated into all future subdivision designs;
7. The Land Development Division Staff Report which is, by reference, incorporated herein as Exhibit 'B'; and
8. 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 developer shall have one (1) year from the date of this resolution in which to file a Final PUD application. Failure to file said application within one (1) year shall void the PUD Preliminary Development Plan approval unless an extension for filing the Final PUD application has been granted by the City Council.

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

This resolution was duly enacted at Meeting 2021-05, of the City Council of the City of Palm Bay, Brevard County, Florida, held on February 18, 2021.

ATTEST:

Robert Medina, MAYOR

Terese M. Jones, CITY CLERK

Applicant: Waterstone Farms, LLC
Case: PD-3-2021

cc: 02-19-21 Brevard County Recording
Applicant
Case File

# LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF SECTION 4, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, AND A PORTION OF LOT 32 AND LOT 33 OF SAN-SEBASTIAN FARMS, SECTION 5, TOWNSHIP 30 SOUTH, RANGE 37 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 77, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF TRACT "OS5" WATERSTONE PLAT ONE P.U.D., ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 55, PAGES 37 THROUGH 57, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN S 05° 37' 16" E FOR A DISTANCE OF 120.00 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 1820.00 FEET, AND WHOSE CHORD BEARS S 73° 32' 14" W FOR A DISTANCE OF 609.42 FEET, ALSO BEING THE NORTH LINE OF TRACT "OS8" OF SAID WATERSTONE PLAT ONE P.U.D.; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF AFORESAID CURVE AND NORTH LINE, THROUGH A CENTRAL ANGLE OF 21° 40' 59", FOR A DISTANCE OF 613.07 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN S 27° 18' 15" E ALONG THE WEST LINE OF AFOREMENTIONED TRACT "OS8" AND THE SOUTHERLY LINE OF TRACT "S.M.T. - 3A" OF WATERSTONE PLAT ONE REPLAT NO. 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 55, PAGES 86 THROUGH 95, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, FOR A DISTANCE OF 194.24 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 187.00 FEET, AND WHOSE CHORD BEARS S 33° 11' 40" E FOR A DISTANCE OF 321.47 FEET; THENCE RUN THE FOLLOWING (4) CURVES, COURSES AND DISTANCES ALONG THE SOUTHERLY LINE OF SAID TRACT "S.M.T. - 3A": THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 118° 31' 49", FOR A DISTANCE OF 386.86 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE EAST, HAVING A RADIUS OF 100.00 FEET, AND WHOSE CHORD BEARS S 12° 24' 48" W FOR A DISTANCE OF 47.22 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 27° 18' 52", FOR A DISTANCE OF 47.67 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN S 60° 15' 06" E FOR A DISTANCE OF 300.74 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 187.00 FEET, AND WHOSE CHORD BEARS N 42° 30' 07" E FOR A DISTANCE OF 148.19 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 46° 01' 04", FOR A DISTANCE OF 150.19 FEET TO THE SOUTH LINE OF TRACT "OS21" OF AFOREMENTIONED WATERSTONE PLAT ONE REPLAT NO. 2, ALSO BEING A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN THE FOLLOWING (5) CURVES, COURSES AND DISTANCES ALONG THE SOUTHERLY LINE OF SAID TRACT "OS21": RUN S 27° 22' 41" E FOR A DISTANCE OF 15.61 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 50.00 FEET, AND WHOSE CHORD BEARS S 42° 12' 41" E FOR A DISTANCE OF 25.60 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 29° 40' 00", FOR A DISTANCE OF 25.89 FEET; THENCE RUN S 57° 02' 41" E FOR A DISTANCE OF 239.97 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTH, HAVING A RADIUS OF 50.00 FEET, AND WHOSE CHORD BEARS S 75° 28' 31" E FOR A DISTANCE OF 31.62 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 36° 51' 40", FOR A DISTANCE OF 32.17 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN N 86° 05' 39" E FOR A DISTANCE OF 8.19 FEET TO THE SOUTHERLY LINE OF AFOREMENTIONED TRACT "S.M.T. - 3A", ALSO BEING A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 187.00 FEET, AND WHOSE CHORD BEARS S 25° 18' 51" W FOR A DISTANCE OF 158.91 FEET; THENCE RUN THE FOLLOWING (9) CURVES, COURSES AND DISTANCES ALONG THE SOUTHERLY LINES OF SAID TRACT "S.M.T. - 3A"; RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 50° 17' 10", FOR A DISTANCE OF 164.12 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN S 39° 32' 33" E FOR A DISTANCE OF 149.35 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 187.00 FEET, AND WHOSE CHORD BEARS S 69° 10' 51" E FOR A DISTANCE OF 181.64 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 58° 06' 50", FOR A DISTANCE OF 189.67 TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN N 89° 53' 46" E FOR A DISTANCE OF 170.61 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 187.00 FEET, AND WHOSE CHORD BEARS N 72° 37' 12" E FOR A DISTANCE OF 330.66 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 124° 17' 20", FOR A DISTANCE OF 405.65 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 100.00 FEET, AND WHOSE CHORD BEARS S 57° 05' 56" E FOR A DISTANCE OF 41.12 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH 23° 43' 35", FOR A DISTANCE OF 41.41 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 655.00 FEET, AND WHOSE CHORD BEARS S 64° 22' 13" E FOR A DISTANCE OF 104.87 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 09° 11' 00", FOR A DISTANCE OF 104.98 FEET TO A POINT OF TANGENCY; THENCE RUN S 59° 46' 43" E FOR A DISTANCE OF 59.98 FEET; THENCE RUN N 89° 53' 48" E FOR A DISTANCE OF 60.12 FEET TO THE SOUTHEAST CORNER OF SAID TRACT "S.M.T. - 3A"; THENCE RUN S 34° 43' 01" W, DEPARTING THE AFOREMENTIONED SOUTHERLY LINE, FOR A DISTANCE OF 84.77 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 260.00 FEET, AND WHOSE CHORD BEARS S 25° 02' 28" E FOR A DISTANCE OF 220.10 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 50° 04' 55", FOR A DISTANCE OF 227.26 FEET TO A POINT OF TANGENCY; THENCE RUN S 00° 00' 00" E FOR A DISTANCE OF 233.46 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 260.00 FEET, AND WHOSE CHORD BEARS S 15° 41' 10" W FOR A DISTANCE OF 140.59 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 31° 22' 20", FOR A DISTANCE OF 142.38 FEET TO A POINT OF TANGENCY; THENCE RUN S 31° 22' 20" W FOR A DISTANCE OF 23.26 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 350.00 FEET, AND WHOSE CHORD BEARS S 55° 48' 05" W FOR A DISTANCE OF 289.13 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 48° 47' 30", FOR A DISTANCE OF 298.05 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN S 18° 45' 07" W FOR A DISTANCE OF 107.87 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 875.00 FEET, AND WHOSE CHORD BEARS N 80° 41' 08" W FOR A DISTANCE OF 288.94 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 18° 52' 29", FOR A DISTANCE OF 288.25 FEET TO A POINT OF TANGENCY; THENCE RUN S 89° 52' 38" W FOR A DISTANCE OF 320.27 FEET; THENCE RUN S 00° 07' 22" E FOR A DISTANCE OF 75.00 FEET; THENCE RUN S 18° 00' 32" E FOR A DISTANCE OF 66.63 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 425.00 FEET, AND WHOSE CHORD BEARS S 72° 51' 44" W FOR A DISTANCE OF 38.30 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 05° 09' 55", FOR A DISTANCE OF 38.31 FEET TO A POINT OF TANGENCY; THENCE RUN S 70° 16' 46" W FOR A DISTANCE OF 73.63 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 450.00 FEET, AND WHOSE CHORD BEARS S 62° 19' 28" W FOR A DISTANCE OF 124.56 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH 15° 54' 40", FOR A DISTANCE OF 124.97 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 575.00 FEET, AND WHOSE CHORD BEARS S 44° 10' 21" W FOR A DISTANCE OF 203.57 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 20° 23' 31", FOR A DISTANCE OF 204.65 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN N 71° 06' 43" W FOR A DISTANCE OF 277.37 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 225.00 FEET, AND WHOSE CHORD BEARS N 73° 00' 02" W FOR A DISTANCE OF 15.62 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03° 58' 38", FOR A DISTANCE OF 15.62 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 675.00 FEET, AND WHOSE CHORD BEARS N 34° 30' 29" W FOR A DISTANCE OF 205.95 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 25° 19' 37", FOR A DISTANCE OF 298.38 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN N 22° 10' 15" E FOR A DISTANCE OF 80.18 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 1475.00 FEET, AND WHOSE CHORD BEARS N 37° 34' 45" W FOR A DISTANCE OF 1486.13 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 60° 29' 59", FOR A DISTANCE OF 1557.48 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 25.00 FEET, AND WHOSE CHORD BEARS N 36° 22' 56" W FOR A DISTANCE OF 24.28 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH 58° 08' 25", FOR A DISTANCE OF 25.35 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 100.00 FEET, AND WHOSE CHORD BEARS N 49° 39' 21" W FOR A DISTANCE OF 54.39 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 31° 33' 40", FOR A DISTANCE OF 55.06 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 25.00 FEET, AND WHOSE CHORD BEARS N 63° 52' 31" W FOR A DISTANCE OF 25.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 60° 00' 00", FOR A DISTANCE OF 26.18 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN N 03° 52' 31" W FOR A DISTANCE OF 75.00 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 25.00 FEET, AND WHOSE CHORD BEARS N 56° 07' 29" E FOR A DISTANCE OF 25.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 60° 00' 00", FOR A DISTANCE OF 26.18 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 100.00 FEET, AND WHOSE CHORD BEARS N 47° 38' 53" E FOR A DISTANCE OF 73.38 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 43° 02' 48", FOR A DISTANCE OF 75.13 FEET TO A POINT OF REVERSE CURVATURE CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 25.00 FEET, AND WHOSE CHORD BEARS N 43° 19' 47" E FOR A DISTANCE OF 21.79 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 51° 41' 02", FOR A DISTANCE OF 22.55 FEET TO A POINT OF TANGENCY; THENCE RUN N 17° 29' 16" E FOR A DISTANCE OF 102.52 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 590.00 FEET, AND WHOSE CHORD BEARS N 31° 45' 36" E FOR A DISTANCE OF 290.91 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 28° 32' 41", FOR A DISTANCE OF 293.94 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 1830.00 FEET, AND WHOSE CHORD BEARS N 49° 56' 45" E FOR A DISTANCE OF 249.79 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 07° 49' 36", FOR A DISTANCE OF 249.98 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN S 36° 08' 27" E FOR A DISTANCE OF 90.00 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 1740.00 FEET, AND WHOSE CHORD BEARS N 69° 07' 06" E FOR A DISTANCE OF 915.92 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 30° 31' 10", FOR A DISTANCE OF 926.84 FEET TO THE POINT OF BEGINNING; CONTAINING 77.429 ACRES, MORE OR LESS.

| | | | |
|---|---|---|---|
| CONSTRUCTION ENGINEERING GROUP<br>Consulting Engineers | CYPRESS BAY WEST<br>PALM BAY, FL<br>LEGAL DESCRIPTION | DATE 11/30/20<br>COUNTY BREVARD<br>SCALE NTS | APPROVED BY JTW<br>THIS SHEET FIG. 2 |

# 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** | **PLANNING & ZONING BOARD HEARING DATE** |
|---|---|
| PD-3-2021 | January 6, 2021 |

| **PROPERTY OWNER & APPLICANT** | **PROPERTY LOCATION/ADDRESS** |
|---|---|
| Benjamin E. Jefferies- Waterstone Farms, LLC | A portion of Tax Parcel 500, Section 4, Township 30, Range 37, Brevard County, Florida |

| | |
|---|---|
| **SUMMARY OF REQUEST** | Preliminary Planned Unit Development approval for a 229-unit residential subdivision to be called Cypress Bay West Phase 1 PUD. |
| **Existing Zoning** | PUD, Planned Unit Development |
| **Existing Land Use** | Single-Family Residential Use and Multiple-Family Residential Use |
| **Site Improvements** | Vacant Unimproved Land (Former Orange Groves) |
| **Site Acreage** | 77.52 acres, more or less |

**SURROUNDING ZONING & USE OF LAND**

| | |
|---|---|
| **North** | PUD; Gardens at Waterstone and The Lakes PUD; Single-Family Homes |
| **East** | PUD; The Courtyards and The Lakes at Waterstone PUD; Single-Family Homes |
| **South** | PUD; Waterstone at Palm Bay; Undeveloped Land |
| **West** | PUD; Waterstone at Palm Bay; Undeveloped Land |

| | |
|---|---|
| **COMPREHENSIVE PLAN COMPATIBILITY** | The future land use designations of the subject property are Single-Family Residential Use and Multiple Family Residential Use. The development of a single-family planned unit development is compliant with both designations. The proposed density is 2.95 units per acre, which is below the maximum density defined in the City's Comprehensive Plan for Single-Family Residential Use up to (5 units per acre) and well below the 20 units per acre by the Multiple Family Residential Category. |

**BACKGROUND:**

The subject property is located south of Mara Loma Boulevard SE, and west of Babcock Street SE. Specifically a portion of Tax Parcel 500, Section 4, Township 30, Range 37, of Brevard County Florida. This Preliminary PUD request includes approximately 77.52 acres of land.

In 2004 the subject property was annexed into the City via Ordinance 2004-35 totaling 1,167 acres. The original Future Land Use amendment designated all 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 entitlements encumbered remaining units are as follows: 1,648 units on the west side of Babcock Street, and 362 units on the east side of Babcock Street.

**ANALYSIS:**

The applicant is requesting Preliminary Development Plan (PDP) approval for a Planned Unit Development (PUD), to construct a single-family residential subdivision called Cypress Bay West Phase 1. 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 and open space, from those elements required in any singular zoning classification found in the city's Zoning Code.

Specifically, the PDP proposes a 229-unit single-family development that will be constructed in one phase. Per the PDP, typical lots within the residential development are 50' x 125'. The minimum size home will need to be identified in the Declaration of Covenants and Restrictions as well as the FDP. The development will consist of a gated entrance with amenities neighborhood park, passive recreation areas, stormwater management ponds, and private roadways.

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

**CONDITIONS:**

In order to receive Preliminary Planned Unit Development approval, the proposal must meet the requirements of Section 185.066 of the City of Palm Bay's Code of Ordinances. Upon review, it appears that the request is in conformance with the applicable requirements of this section, subject to the following items being submitted with a Final PUD application:

A. A preliminary subdivision plat and a boundary & title opinion.

B. Deed restrictions establishing development standards and minimum dwelling sizes.

C. Tract R-1 will need to depict the future amenity with architectural drawings and be shown on the plan. The plan will need to indicate if the amenity center is for all of Cypress Bay West or just for phase 1. Staff recommends that the amenity be built prior to the CO of the 115th lot to ensure the amenity is provided commensurate with development of this project.

D. Kendall Circle will need to be removed off the plan and changed to Mara Loma Boulevard.

E. Garabaldi Lane will need to be changed to Garabaldi Circle.

F. Dugan Circel will need to be changed to Dugan Circle.

G. The technical comments generated by the Development Review Staff (attached) shall be observed and incorporated into all future subdivision designs.

**STAFF RECOMMENDATION:**

Case PD-3-2021 is recommended for approval, subject to the staff comments contained in this report.

## TECHNICAL COMMENTS

## CASE PD-3-2021 – Cypress Bay West Phase 1 PUD

### BREVARD COUNTY (Jeffrey Ball, Planning and Zoning Manager):

Brevard County has the following concerns/comments:

1. On page 26 of the Preliminary Development Plan Application Narrative, in response to item (g), the applicant indicates that a recent traffic signal warrant study has determined that the intersection of Babcock and Mara Loma warrants signalization. The applicant indicates that this is based on Cypress Bay on the east side of Babcock, and also the Courtyards and Gardens, the locations of which are unclear. Brevard County Traffic Operations has not received the mentioned traffic signal warrant study. The most recent traffic study was received in May 2019 and it was a Traffic Assessment for the Cypress Bay PUD on the east side of Babcock. However, this development did not propose to connect to Babcock at Mara Loma, and we're not aware of the Courtyards and Gardens developments that were mentioned.

2. In response to a 2018 review of Waterstone Commercial development, the Traffic Impact Study for Waterstone Development was provided to the County and it was determined that the intersection at Mara Loma should be monitored as development progresses to determine if or when a traffic signal is warranted. If a study has been conducted, please provide it to Brevard County Traffic Operations for review.

3. In addition, the response to item (g) indicates that Brevard County is conducting a PDE for widening the roadway. As future phases of the widening are unfunded, it should not be a consideration for whether there are, or are projected to be, adequate roadways to support the project.

Also, please be advised that a Corridor Planning Study (FPN: 441412-1-18-01) is being conducted for the St. Johns Heritage Parkway from Babcock St. to Malabar Rd. One of a multitude of potential corridors does go through the PUD area. This is only in the study phase only and no corridor has been selected at this time.

### UTILITIES (Christopher Little, Utilities Director):

The Utilities Department has no objection to the proposed 229 single-family residential units PUD.

Upon development of the site, the following shall apply for connection to the City's water and sewer utilities system:

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 & sewer system. [Section 200.11(D)(1) – On-Site Facilities]

2. The applicant/owner may be required to extend and/or loop service from the On-Site Facilities to the existing water and sewer connection points. [Section 200.11(D)(2) – Off-Site Facilities].

3. The applicant/owner will be responsible for the property's hydraulic share for the new utilities required to serve the development. Oversizing of utilities at the request of the Utilities Department will be subject to a refunding agreement or refundable advance [Section 200.11(D) & (E)]. The City of Palm Bay's 2017 Wastewater Master Plan & 2017 Water Master Plan, both of which are available by request, identify proposed mainline extensions with the City's current pipe sizing requirements.

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 Utility Departments Policies, Procedures and Standards Handbook and the Standard Detail Drawings. Prior to any construction, all required FDEP Permit applications for the Water and Sanitary Sewer Construction shall be processed through and copies of the Permits filed with the Utilities Department.

**FIRE (Mark Whorton, Fire Consultant):**

Show fire hydrant locations. spacing shall be in accordance with NFPA 1:18.5.2, 1:18.5.3 and City of Palm Bay Ordinance 33.28.

**BUILDING (James Williams, Flood Plain Administrator):**

Floodzone X, No floodplain permits required.

# EXHIBIT "D"

## ORDINANCE 2021-27 "FINAL PLANNED UNIT DEVELOPMENT (PUD) FOR CYPRESS BAY WEST – PHASE 1"

CFN 2021147503, OR BK 9147 PAGE 2381,
Recorded 06/08/2021 at 11:35 AM, Rachel M. Sadoff,
Clerk of Courts, Brevard County
# Pgs:21

# ORDINANCE 2021-27

**AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, APPROVING A FINAL DEVELOPMENT PLAN TO BE KNOWN AS 'CYPRESS BAY WEST PHASE 1 PUD' IN PUD (PLANNED UNIT DEVELOPMENT) ZONING; WHICH PROPERTY IS LOCATED IN THE VICINITIES SOUTH OF MARA LOMA BOULEVARD AND WEST OF BABCOCK STREET, AND LEGALLY DESCRIBED HEREIN; PROVIDING FOR A COMMENCEMENT PERIOD; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** on February 18, 2021, the City of Palm Bay granted a Planned Unit Development (PUD) Preliminary Development Plan to be known as 'Cypress Bay West Phase I PUD' to Waterstone Farms, LLC, and

**WHEREAS,** application for Final Development Plan approval in PUD (Planned Unit Development) zoning to permit a 229-unit residential subdivision to be known as 'Cypress Bay West Phase 1 PUD' on property legally described herein, 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 April 7, 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.

CITY OF PALM BAY
Office of the City Clerk
120 Malabar Road, SE
Palm Bay, Florida 32907

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

***SECTION 1.*** The City Council of the City of Palm Bay hereby grants final development plan approval for 'Cypress Bay West Phase 1 PUD' 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 following staff comments contained in the Staff Report being addressed upon submission of the administrative construction plans:

A. The property shall be developed in substantial conformance with the Final Development Plan, which is, by reference, incorporated herein as Exhibit 'B', except as may be modified by the conditions of approval;

B. The Land Development Division Staff Report, which is, by reference, incorporated herein as Exhibit 'C';

C. Fully engineered construction drawings;

D. A Subdivision Plat meeting Chapter 177 of Florida State Statute requirements and a title opinion;

E. The right-of-way width of Mara Loma Boulevard shall be 100 feet;

F. The road name of 'Mara Loma Boulevard' shall be consistent all the way through. Staff will not support the name 'Mara Loma Extension Boulevard';

G. The technical comments generated by the Development Review Staff, which is, by reference, incorporated herein as Exhibit 'D', shall be observed and incorporated into the engineered construction drawings;

H. Mara Loma Boulevard right-of-way dedication shall not be accepted by the City of Palm Bay for operation and maintenance, until and unless the Developer requests acceptance through the process promulgated in Chapter 182 of the City of Palm Bay's Code of Ordinances. Upon commencement of said process staff will determine if acceptance of the Mara Loma Boulevard Extension would provide a public benefit and that current City of Palm Bay construction standards are met; and

l. All provisions of the Code of Ordinances of the City of Palm Bay and all other state and federal rules, regulations, and statutes.

***SECTION 3.*** This ordinance shall take effect immediately upon the enactment date.

Read in title only at Meeting 2021-11, held on May 6, 2021; and read in title only and duly enacted at Meeting 2021-12, held on May 20, 2021.

Robert Medina, MAYOR

ATTEST:

Terese M. Jones, CITY CLERK

Reviewed by CAO: _____

Applicant: Waterstone Farms, LLC
Case: FD-11-2021

cc: 05-21-21 Brevard County Recording
Applicant
Case File

## LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF SECTION 4, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, AND A PORTION OF LOT 32 AND LOT 33 OF SAN-SEBASTIAN FARMS, SECTION 5, TOWNSHIP 30 SOUTH, RANGE 37 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 77, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

BEGINNING AT THE NORTHWEST CORNER OF TRACT "OS5" WATERSTONE PLAT ONE P.U.D., ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 55 PAGES 37 THROUGH 57, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN S 05° 37' 16" E FOR A DISTANCE OF 120.00 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 1620.00 FEET, AND WHOSE CHORD BEARS S 73° 32' 14" W FOR A DISTANCE OF 609.42 FEET, ALSO BEING THE NORTH LINE OF TRACT "OS8" OF SAID WATERSTONE PLAT ONE P.U.D., THENCE RUN SOUTHWESTERLY ALONG THE ARC OF AFORESAID CURVE AND NORTH LINE, THROUGH A CENTRAL ANGLE OF 21° 40' 59", FOR A DISTANCE OF 613.07 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE, THENCE RUN S 27° 18' 15" E ALONG THE WEST LINE OF AFOREMENTIONED TRACT "OS8" AND THE SOUTHERLY LINE OF TRACT "S.M.T. - 3A" OF WATERSTONE PLAT ONE REPLAT NO. 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 55, PAGES 86 THROUGH 95, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, FOR A DISTANCE OF 194.24 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 187.00 FEET, AND WHOSE CHORD BEARS S 33° 11' 40" E FOR A DISTANCE OF 321.47 FEET; THENCE RUN THE FOLLOWING (4) CURVES, COURSES AND DISTANCES ALONG THE SOUTHERLY LINE OF SAID TRACT "S.M.T. - 3A" THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 118° 31' 49", FOR A DISTANCE OF 388.86 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE EAST, HAVING A RADIUS OF 100.00 FEET, AND WHOSE CHORD BEARS S 12° 24' 48" W FOR A DISTANCE OF 47.22 FEET, THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 27° 18' 52", FOR A DISTANCE OF 47.67 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN S 60° 15' 08" E FOR A DISTANCE OF 300.74 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 187.00 FEET, AND WHOSE CHORD BEARS N 42° 30' 07" E FOR A DISTANCE OF 146.19 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 46° 01' 04", FOR A DISTANCE OF 150.19 FEET TO THE SOUTH LINE OF TRACT "OS21" OF AFOREMENTIONED WATERSTONE PLAT ONE REPLAT NO 2, ALSO BEING A POINT OF INTERSECTION WITH A NON-TANGENT LINE, THENCE RUN THE FOLLOWING (5) CURVES, COURSES AND DISTANCES ALONG THE SOUTHERLY LINE OF SAID TRACT "OS21", RUN S 27° 22' 41" E FOR A DISTANCE OF 15.61 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 50.00 FEET, AND WHOSE CHORD BEARS S 42° 12' 41" E FOR A DISTANCE OF 25.60 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 29° 40' 00", FOR A DISTANCE OF 25.89 FEET, THENCE RUN S 57° 02' 41" E FOR A DISTANCE OF 239.97 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTH, HAVING A RADIUS OF 50.00 FEET, AND WHOSE CHORD BEARS S 75° 28' 31" E FOR A DISTANCE OF 31.62 FEET, THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 36° 51' 40", FOR A DISTANCE OF 32.17 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE, THENCE RUN N 88° 05' 39" E FOR A DISTANCE OF 8.19 FEET TO THE SOUTHERLY LINE OF AFOREMENTIONED TRACT "S.M.T. - 3A", ALSO BEING A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 187.00 FEET, AND WHOSE CHORD BEARS S 25° 18' 51" W FOR A DISTANCE OF 158.91 FEET, THENCE RUN THE FOLLOWING (9) CURVES, COURSES AND DISTANCES ALONG THE SOUTHERLY LINES OF SAID TRACT "S.M.T. - 3A" RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 50° 17' 10", FOR A DISTANCE OF 164.12 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE, THENCE RUN S 39° 32' 33" E FOR A DISTANCE OF 149.35 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 187.00 FEET, AND WHOSE CHORD BEARS S 89° 10' 51" E FOR A DISTANCE OF 181.64 FEET, THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 58° 06' 50", FOR A DISTANCE OF 189.67 TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN N 89° 53' 48" E FOR A DISTANCE OF 170.61 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 187.00 FEET, AND WHOSE CHORD BEARS N 72° 37' 12" E FOR A DISTANCE OF 330.66 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 124° 17' 20", FOR A DISTANCE OF 405.65 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 100.00 FEET, AND WHOSE CHORD BEARS S 57° 05' 56" E FOR A DISTANCE OF 41.12 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH 23° 43' 35", FOR A DISTANCE OF 41.41 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 655.00 FEET, AND WHOSE CHORD BEARS S 64° 22' 13" E FOR A DISTANCE OF 104.87 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 09° 11' 00", FOR A DISTANCE OF 104.98 FEET TO A POINT OF TANGENCY; THENCE RUN S 59° 46' 43" E FOR A DISTANCE OF 59.96 FEET; THENCE RUN N 89° 53' 48" E FOR A DISTANCE OF 80.12 FEET TO THE SOUTHEAST CORNER OF SAID TRACT "S.M.T. - 3A", THENCE RUN S 34° 43' 01" W, DEPARTING THE AFOREMENTIONED SOUTHERLY LINE, FOR A DISTANCE OF 84.77 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 260.00 FEET, AND WHOSE CHORD BEARS S 25° 02' 28" E FOR A DISTANCE OF 220.10 FEET, THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 50° 04' 55", FOR A DISTANCE OF 227.26 FEET TO A POINT OF TANGENCY, THENCE RUN S 00° 00' 00" E FOR A DISTANCE OF 233.48 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 260.00 FEET, AND WHOSE CHORD BEARS S 15° 41' 10" W FOR A DISTANCE OF 140.59 FEET, THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 31° 22' 20", FOR A DISTANCE OF 142.36 FEET TO A POINT OF TANGENCY; THENCE RUN S 31° 22' 20" W FOR A DISTANCE OF 23.26 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWEST, HAVING A RADIUS OF 350.00 FEET, AND WHOSE CHORD BEARS S 55° 46' 05" W FOR A DISTANCE OF 289.13 FEET, THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 48° 47' 30", FOR A DISTANCE OF 298.05 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE THENCE RUN S 18° 45' 07" W FOR A DISTANCE OF 107.87 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 875.00 FEET, AND WHOSE CHORD BEARS N 80° 41' 08" W FOR A DISTANCE OF 288.94 FEET, THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 18° 52' 29", FOR A DISTANCE OF 288.25 FEET TO A POINT OF TANGENCY; THENCE RUN S 89° 52' 38" W FOR A DISTANCE OF 320.27 FEET, THENCE RUN S 00° 07' 22" E FOR A DISTANCE OF 75.00 FEET, THENCE RUN S 18° 00' 32" E FOR A DISTANCE OF 66.63 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 425.00 FEET, AND WHOSE CHORD BEARS S 72° 51' 44" W FOR A DISTANCE OF 38.30 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 05° 09' 55", FOR A DISTANCE OF 38.31 FEET TO A POINT OF TANGENCY; THENCE RUN S 70° 16' 46" W FOR A DISTANCE OF 73.63 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 450.00 FEET, AND WHOSE CHORD BEARS S 62° 19' 26" W FOR A DISTANCE OF 124.56 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH 15° 54' 40", FOR A DISTANCE OF 124.97 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 575.00 FEET, AND WHOSE CHORD BEARS S 44° 10' 21" W FOR A DISTANCE OF 203.57 FEET, THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 20° 23' 31", FOR A DISTANCE OF 204.65 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN N 71° 08' 43" W FOR A DISTANCE OF 277.37 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 225.00 FEET, AND WHOSE CHORD BEARS N 73° 08' 02" W FOR A DISTANCE OF 15.62 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03° 58' 38", FOR A DISTANCE OF 15.62 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 675.00 FEET, AND WHOSE CHORD BEARS N 34° 36' 29" W FOR A DISTANCE OF 295.95 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 25° 19' 37", FOR A DISTANCE OF 298.38 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN N 22° 10' 15" E FOR A DISTANCE OF 80.18 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 1475.00 FEET, AND WHOSE CHORD BEARS N 37° 34' 45" W FOR A DISTANCE OF 1486.13 FEET THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 60° 29' 59", FOR A DISTANCE OF 1557.48 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 25.00 FEET, AND WHOSE CHORD BEARS N 36° 22' 58" W FOR A DISTANCE OF 24.28 FEET, THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH 58° 06' 25", FOR A DISTANCE OF 25.35 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 100.00 FEET, AND WHOSE CHORD BEARS N 49° 39' 21" W FOR A DISTANCE OF 54.39 FEET, THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 31° 33' 40", FOR A DISTANCE OF 55.08 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 25.00 FEET, AND WHOSE CHORD BEARS N 63° 52' 31" W FOR A DISTANCE OF 25.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 60° 00' 00", FOR A DISTANCE OF 26.18 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE, THENCE RUN N 03° 52' 31" W FOR A DISTANCE OF 75.00 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 25.00 FEET, AND WHOSE CHORD BEARS N 56° 07' 29" E FOR A DISTANCE OF 25.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 60° 00' 00", FOR A DISTANCE OF 26.18 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 100.00 FEET, AND WHOSE CHORD BEARS N 47° 38' 53" E FOR A DISTANCE OF 73.38 FEET, THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 43° 02' 48", FOR A DISTANCE OF 75.13 FEET TO A POINT OF REVERSE CURVATURE CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 25.00 FEET, AND WHOSE CHORD BEARS N 43° 19' 47" E FOR A DISTANCE OF 21.79 FEET, THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 51° 41' 02", FOR A DISTANCE OF 22.55 FEET TO A POINT OF TANGENCY; THENCE RUN N 17° 29' 16" E FOR A DISTANCE OF 102.52 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 590.00 FEET, AND WHOSE CHORD BEARS N 31° 45' 36" E FOR A DISTANCE OF 290.91 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 28° 32' 41", FOR A DISTANCE OF 293.94 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 1830.00 FEET, AND WHOSE CHORD BEARS N 49° 56' 45" E FOR A DISTANCE OF 249.79 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 07° 49' 36", FOR A DISTANCE OF 249.98 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE, THENCE RUN S 36° 08' 27" E FOR A DISTANCE OF 90.00 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 1740.00 FEET, AND WHOSE CHORD BEARS N 69° 07' 06" E FOR A DISTANCE OF 915.92 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 30° 31' 10", FOR A DISTANCE OF 926.84 FEET TO THE POINT OF BEGINNING, CONTAINING 77.429 ACRES, MORE OR LESS

City of Palm Bay, Florida
Ordinance 2021-27

Exhibit 'B'

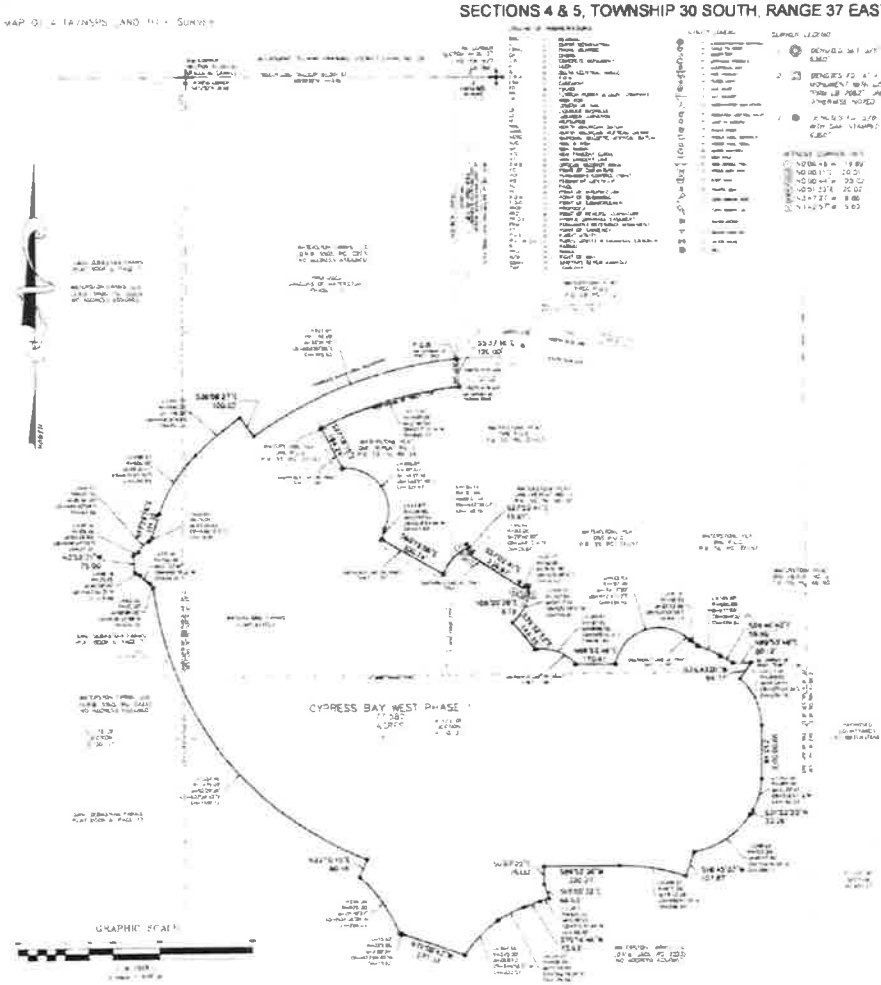
LOCATION MAP

NTS

| | | | |
|---|---|---|---|
| CONSTRUCTION ENGINEERING GROUP Consulting Engineers | CYPRESS BAY WEST | DATE 11/30/20 | |
| | PALM BAY, FL | COUNTY BREVARD | APPROVED BY JTW |
| | LOCATION MAP | SCALE NTS | THIS SHEET FIG. 1 |

# SECTIONS 4 & 5, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA

MAP OF A TWNSHP AND RG SURVEY




HORIZON SURVEYORS

CYPRESS BAY WEST PHASE

# CYPRESS BAY WEST - PHASE I
# FINAL DEVELOPMENT PLAN

PALM BAY, FL

DATE

FEBRUARY 14, 2021

PREPARED FOR

DR HORTON, LLC

## LEGAL DESCRIPTION

CONSTRUCTION ENGINEERING GROUP
Consulting Engineers

LOCATION MAP

## PROJECT DATA

CONSTRUCTION ENGINEERING GROUP

CYPRESS BAY WEST
PHASE I

FINAL DEVELOPMENT PLAN

02/14/21

NTS

CCM

SMB

JTW

CBW-1

FINAL DEVELOPMENT SUBDIVISION PLAN

1"=150'

LEGEND

| | |
|---|---|
| PROJECT BOUNDARY | |
| ROAD CON SLAB | |
| STORM PIPE | |
| RECREATION, LANDSCAPING AND OPEN SPACE | |
| SINGLE FAMILY LOTS | |
| STORMWATER TREATMENT POND | |
| ROADWAY | |
| TEMPORARY CUL DE-SAC | |
| CONCRETE SIDEWALK | |
| WATER MAIN | |
| SANITARY SEWER LINE | |
| FORCE MAIN | |

150 0 150 300

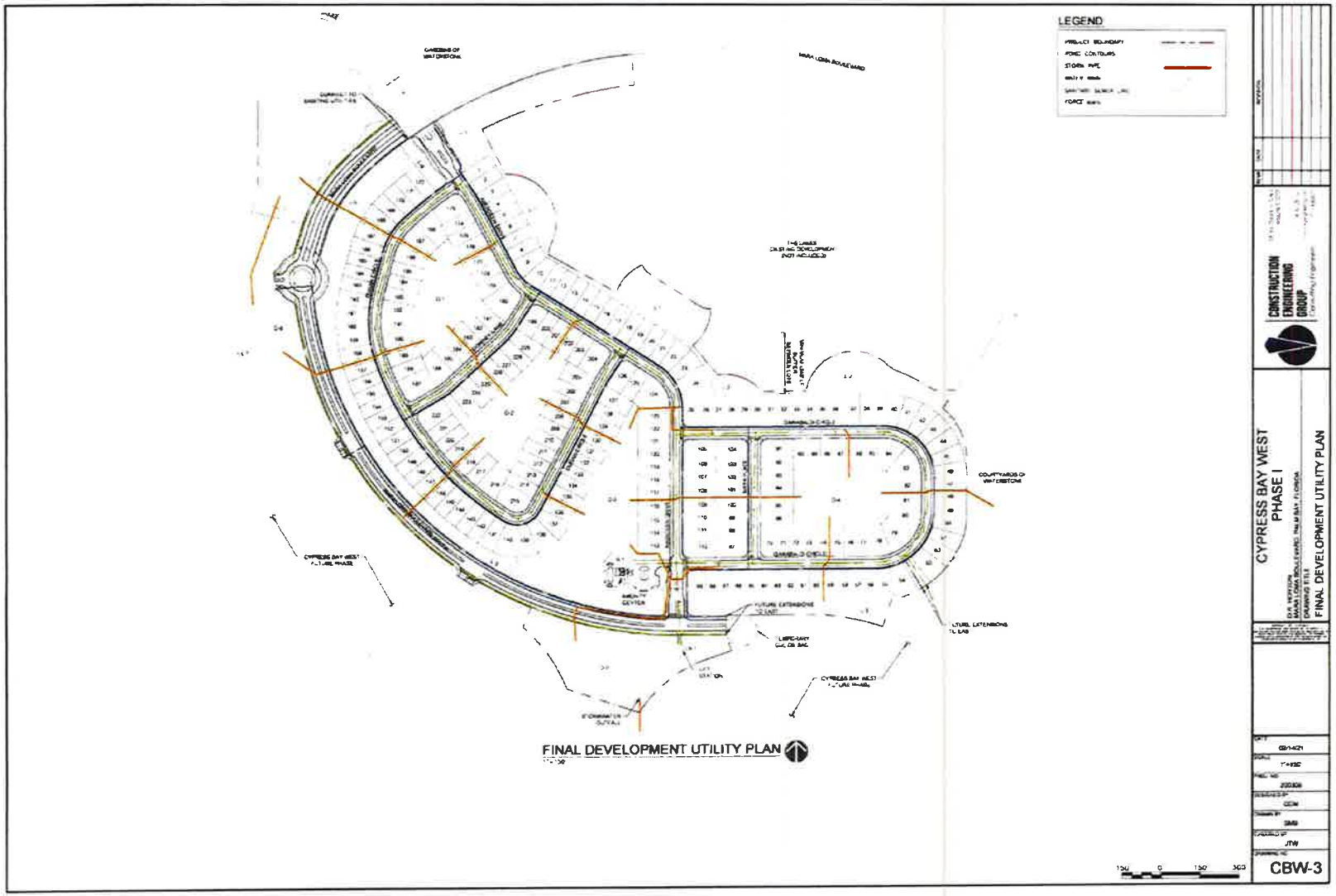
CONSTRUCTION ENGINEERING GROUP

CYPRESS BAY WEST
PHASE I

O.R. HORTON
MARA LOMA BOULEVARD, PALM BAY, FLORIDA

DRAWING TITLE
FINAL DEVELOPMENT SUBDIVISION PLAN

DATE 02/14/21
SCALE 1"=150'
PROJ. NO. 200006
DRAWN BY CCM
CHECKED BY BMB
DESIGNED BY JTM
DRAWING NO. CBW-2

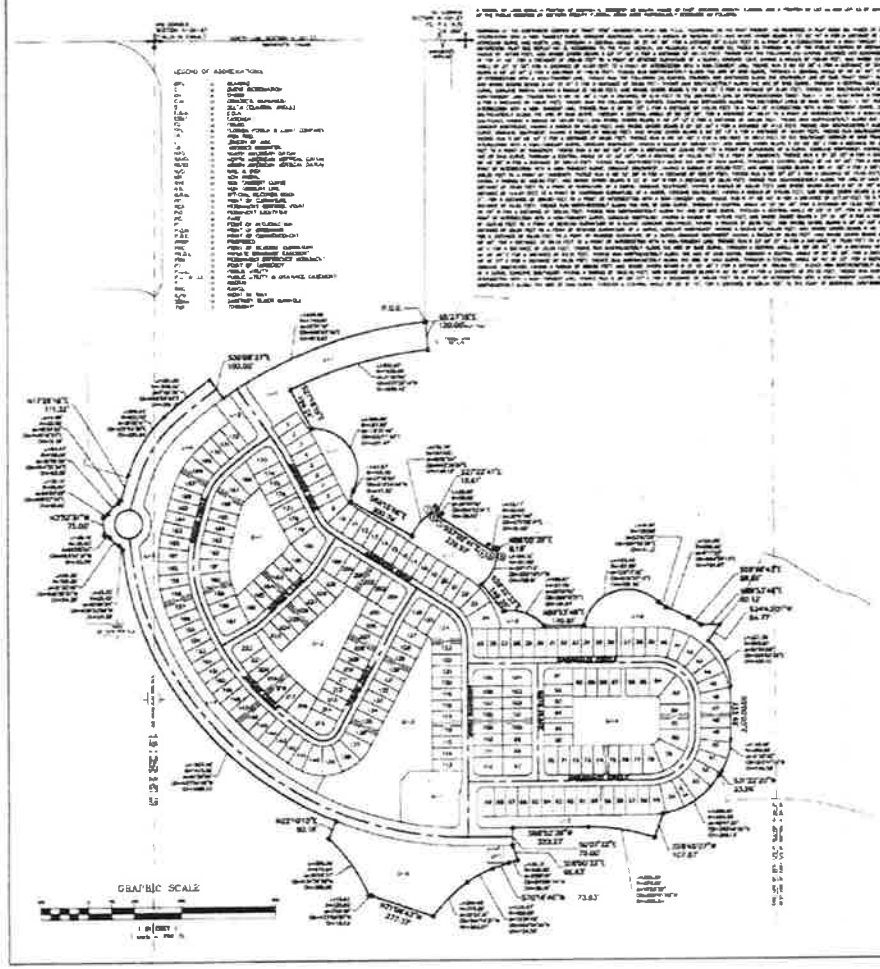

LEGEND
FINAL DEVELOPMENT UTILITY PLAN
CYPRESS BAY WEST
PHASE I
FINAL DEVELOPMENT UTILITY PLAN
CONSTRUCTION ENGINEERING GROUP
CBW-3

PRELIMINARY PLAT OF

# CYPRESS BAY WEST - PHASE 1

A SUBDIVISION LYING IN SECTIONS 4 & 5, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA

BEING A PORTION OF SECTION 4 AND A "REPLAT" OF A PORTION OF LOTS 32 & 33, SECTION 5, "SAN-SEBASTIAN FARMS", RECORDED IN PLAT BOOK 6, PAGE 77 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.




PLAT BOOK ___ PAGE ___

SHEET 1 OF 5

SECTIONS 4 & 5 TWP 30 S RANGE 37 E

## DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THE [illegible] COMPANY NAMED BELOW, THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN:

"CYPRESS BAY WEST – PHASE 1"

HEREBY DEDICATES SAID LANDS AND PLAT FOR THE USES AND PURPOSES THEREIN EXPRESSED AND DEDICATES ALL PUBLIC UTILITY EASEMENTS AS DESCRIBED HEREON TO THE CITY OF PALM BAY FOR THE PERPETUAL USE OF THE PUBLIC, AND DEDICATES TO THE CITY OF PALM BAY MARA LOMA VILLAGE WAY (PUBLIC RIGHT OF WAY) ALSO SHOWN AS TRACT "RW-1" AND HEREBY FURTHER DEDICATES TO THE CITY OF PALM BAY A PERPETUAL EASEMENT OVER AND ACROSS THE RIGHTS OF WAY OF ALL PRIVATE STREETS AND ROADS SHOWN HEREON (BLACK FROM 3 FEET OF WAY BEING DESIGNATED HEREON AS TRACT "RW-2") ON PROPERTIES AND EASEMENTS FOR PUBLIC SCHOOL AND EMERGENCY VEHICLES, NO OTHER EASEMENTS ARE HEREBY DEDICATED OR GRANTED TO THE PUBLIC IN BEHALF THE RETENTION OF THE UNDERSIGNED, THAT OTHER EASEMENTS AND COMMON AREAS SHOWN HEREON BE PERPETUALLY OWNED AND MAINTAINED AND THAT THE PUBLIC AND THE CITY OF PALM BAY HAVE NO RIGHT OR INTEREST THEREIN.

IN WITNESS WHEREOF THE UNDERSIGNED HAS CAUSED THESE PRESENTS TO BE EXECUTED ON THE DATE SET FORTH BELOW.

BY: _____ [illegible]

AS AUTHORIZED REPRESENTATIVE AND MANAGER

[illegible] 33RD STREET

[illegible] FLORIDA 32901

PHONE: (321) 723-1334

WITNESS 1: _____ WITNESS 2: _____

PRINT: _____ PRINT: _____

STATE OF FLORIDA COUNTY OF BREVARD

THIS IS TO CERTIFY THAT THE FOREGOING WAS ACKNOWLEDGED BEFORE ME THIS ___ DAY OF _____, 2002 BY [illegible] AS AUTHORIZED REPRESENTATIVE AND MANAGER OF [illegible], A FLORIDA LIMITED LIABILITY COMPANY WHO IS PERSONALLY KNOWN TO ME ON AND PRODUCED AS IDENTIFICATION.

NOTARY PUBLIC

My Commission Expires _____

## CERTIFICATE OF PLATTING SURVEYOR

KNOWN ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED BEING A LICENSED AND REGISTERED LAND SURVEYOR AND MAPPER UNDER NUMBER CERTIFY THAT ON [illegible], 2001 HE COMPLETED THE BOUNDARY SURVEY OF THE LANDS AS SHOWN ON THE FOREGOING PLAT THAT THE BOUNDARY LINES OF THE PLATTED PARCEL ARE A TRUE AND CORRECT REPRESENTATION OF SUCH LINES IN ACCORDANCE WITH SAID BOUNDARY SURVEY MADE UNDER HIS RESPONSIBLE DIRECTION AND SUPERVISION THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT PERMANENT REFERENCE MONUMENTS (P.R.M.'S), PERMANENT CONTROL POINTS (P.C.P.'S) AND MONUMENTS ACCORDING TO SECTION 177.091(9) F.S. HAVE BEEN PLACED AS REQUIRED BY LAW AND FURTHER THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177 PART I FLORIDA STATUTES AMENDED.

DATED: [illegible] 2001

ROBERT R. GOODRICH, JR. P.L.S. NO. 3883

HORIZON MAPPERS OF CENTRAL FLORIDA INC.

200 FORNOSHAN DRIVE MELBOURNE FLORIDA 32940

CERTIFICATE OF AUTHORIZATION LB 6366

## CERTIFICATE OF REVIEWING SURVEYOR

I HEREBY CERTIFY THAT I HAVE REVIEWED THE FOREGOING PLAT AND FIND THAT IT IS IN CONFORMITY WITH CHAPTER 177 PART I FLORIDA STATUTES.

JOSEPH W. HALL LS 6598

REVIEWING SURVEYOR FOR THE CITY OF PALM BAY

## CERTIFICATE OF APPROVAL BY MUNICIPALITY

STATE OF FLORIDA COUNTY OF BREVARD

APPROVED THE FOREGOING PLAT

MAYOR _____

CITY CLERK _____

## CERTIFICATE OF CLERK

I HEREBY CERTIFY THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES AND WAS FILED FOR RECORD ON

AT _____ M.

FILE #

CLERK OF CIRCUIT COURT

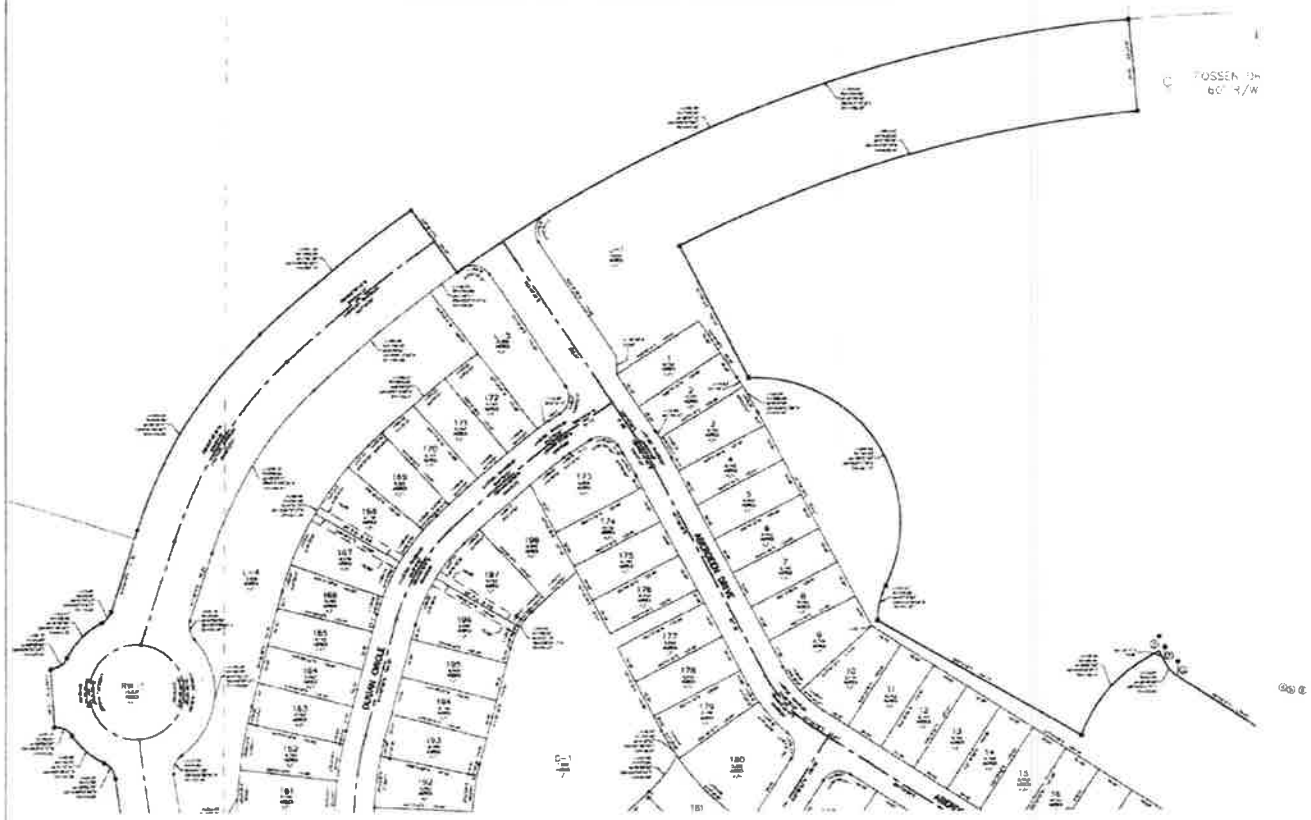
IN AND FOR BREVARD COUNTY, FLORIDA

PRELIMINARY PLAT OF

# CYPRESS BAY WEST - PHASE 1

A SUBDIVISION LYING IN SECTIONS 4 & 5, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA
BEING A PORTION OF SECTION 4 AND A "REPLAT" OF A PORTION OF LOTS 32 & 33 SECTION 5, "SAN-SEBASTIAN FARMS"
RECORDED IN PLAT BOOK 9, PAGE 77 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA

PLAT BOOK ___ PAGE ___
SHEET 2 OF 2
SECTIONS 4 & 5, TWP 30 S., RANGE 37 E

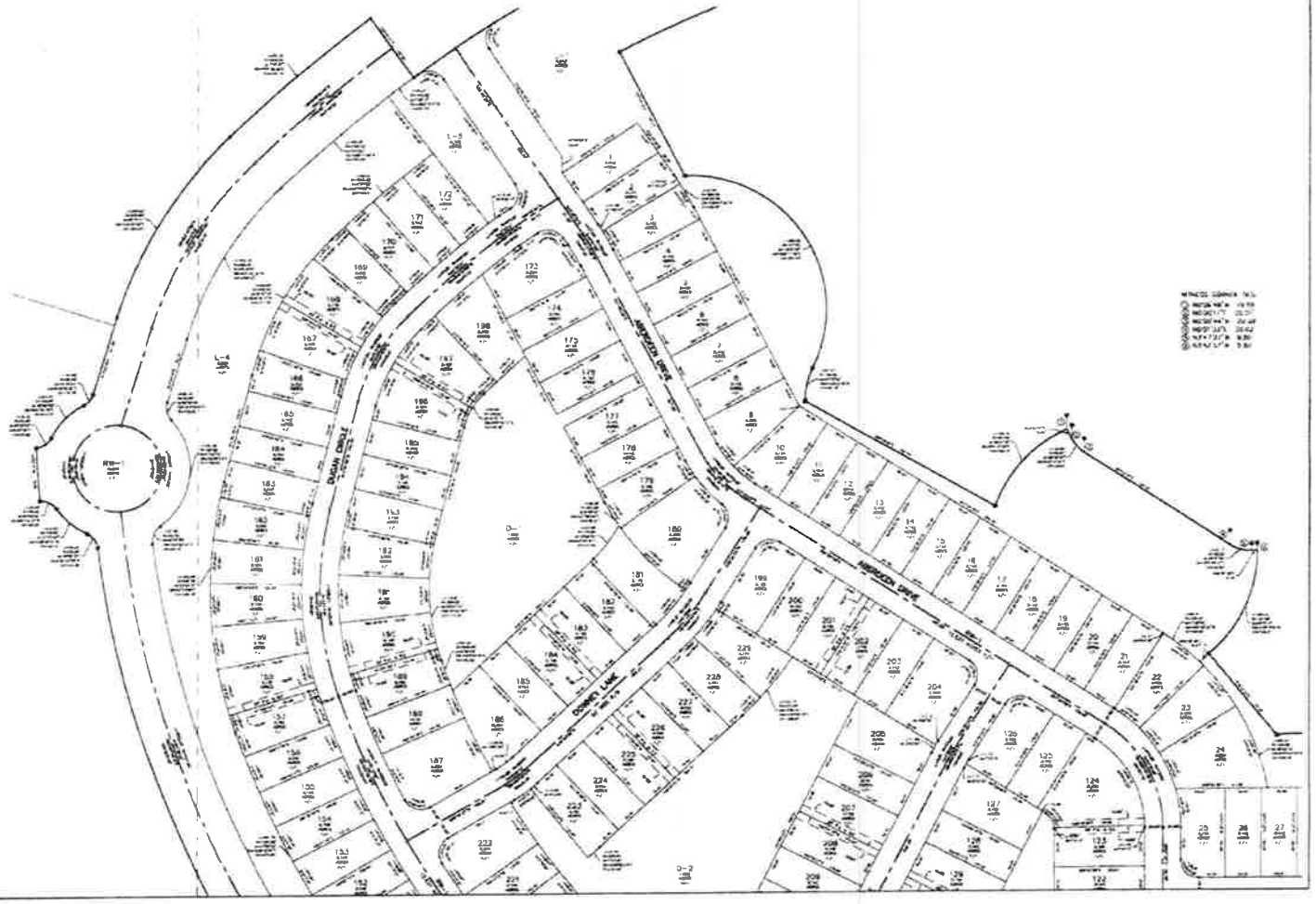


PRELIMINARY PLAT OF

# CYPRESS BAY WEST - PHASE 1

A SUBDIVISION LYING IN SECTIONS 4 & 5, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA.
BEING A PORTION OF SECTION 4 AND A "REPLAT" OF A PORTION OF LOTS 32 & 33, SECTION 5, "SAN-SEBASTIAN FARMS"
RECORDED IN PLAT BOOK 6, PAGE 77 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

PLAT BOOK ___ PAGE ___
SHEET 1 OF 6
SECTIONS 4 & 5 TWP 30 S. RANGE 37 E.



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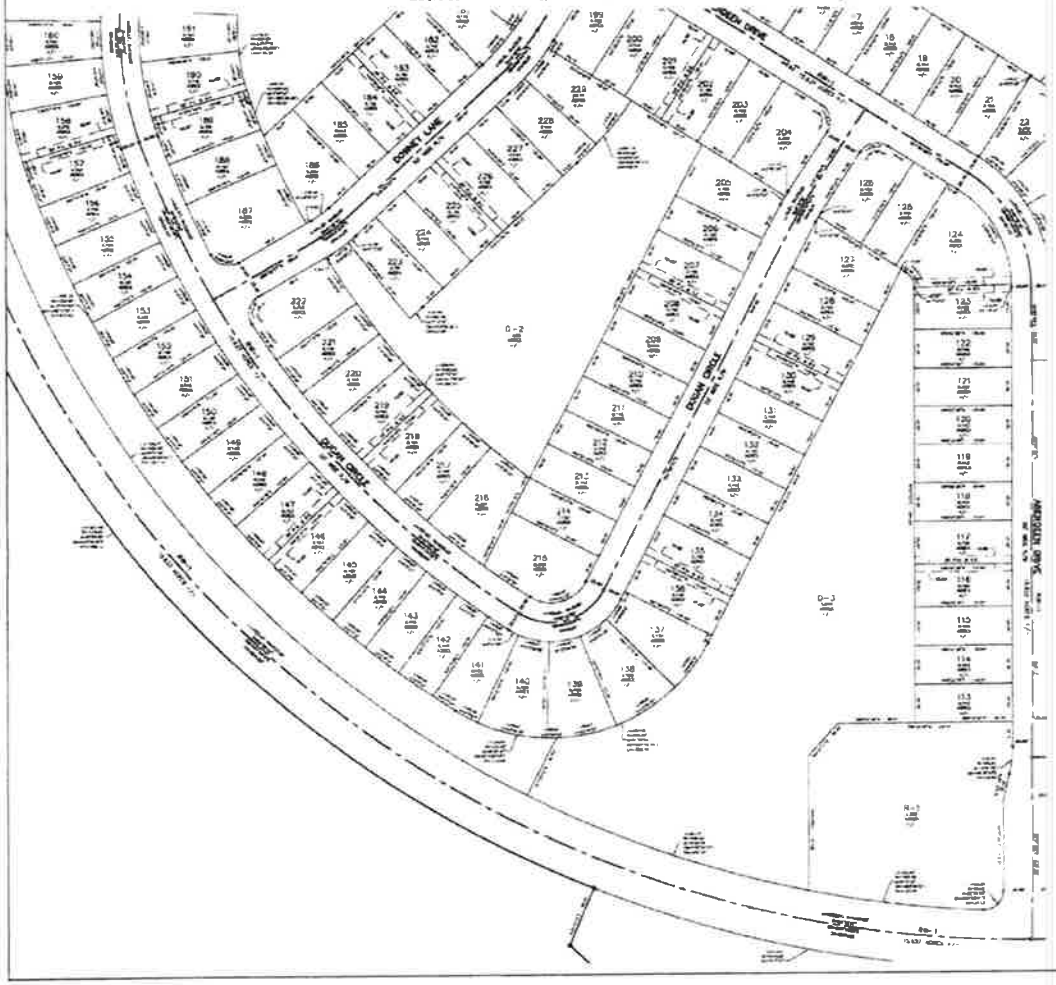
PLAT BOOK ___ PAGE ___
SHEET 4 OF 5
SECTIONS 4 & 5 TWP. 30 S. RANGE 37 E.



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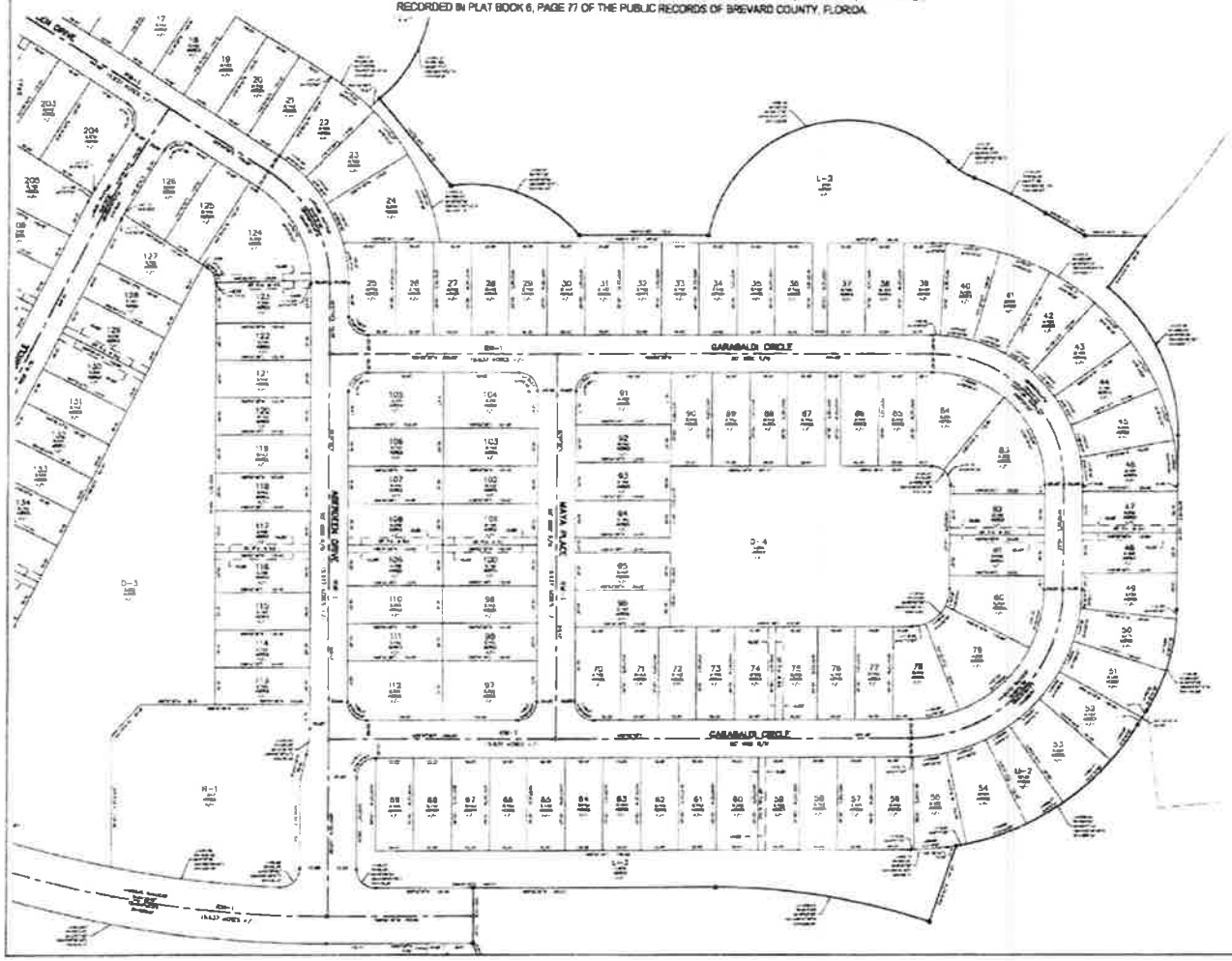
PLAT BOOK ___ PAGE ___
SHEET 1 OF 4
SECTIONS 4 & 5 TWP 30 S RANGE 37 E



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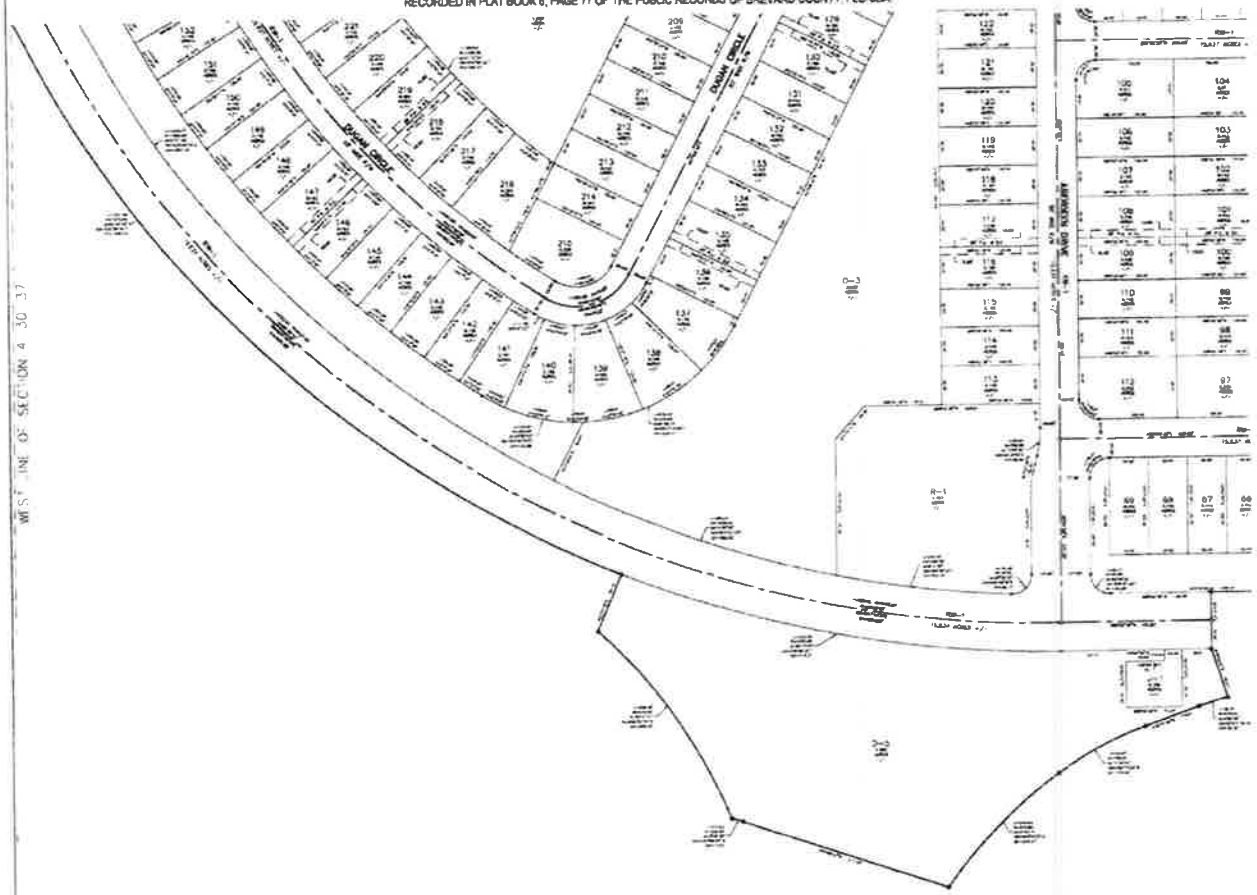


City of Palm Bay, Florida
Ordinance 2021-27

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**
Christopher Balter, Senior Planner

| **CASE NUMBER** | **PLANNING & ZONING BOARD HEARING DATE** |
|---|---|
| FD-11-2021 | April 7, 2021 |

| **PROPERTY OWNER & APPLICANT** | **PROPERTY LOCATION/ADDRESS** |
|---|---|
| Benjamin E. Jefferies- Waterstone Farms, LLC (Jake Wise Representing) | A portion of Tax Parcel 500, Section 4, Township 30, Range 37, Brevard County, Florida |

| | |
|---|---|
| **SUMMARY OF REQUEST** | Final Planned Unit Development approval for a 229-unit residential subdivision to be known as Cypress Bay West Phase 1 PUD. |
| **Existing Zoning** | PUD, Planned Unit Development |
| **Existing Land Use** | Single-Family Residential Use and Multiple-Family Residential Use |
| **Site Improvements** | Vacant Unimproved Land (Former Orange Groves) |
| **Site Acreage** | 77.52 acres, more or less |

**SURROUNDING ZONING & USE OF LAND**

| | |
|---|---|
| **North** | PUD; Gardens at Waterstone and The Lakes PUD; Single-Family Homes |
| **East** | PUD; The Courtyards and The Lakes at Waterstone PUD; Single-Family Homes |
| **South** | PUD; Waterstone at Palm Bay; Undeveloped Land |
| **West** | PUD; Waterstone at Palm Bay; Undeveloped Land |

| | |
|---|---|
| **COMPREHENSIVE PLAN COMPATIBILITY** | The future land use designations of the subject property are Single-Family Residential Use and Multiple Family Residential Use. The development of a single-family planned unit development is compliant with both designations. The proposed density is 2.95 units per acre, which is below the maximum density defined in the City's Comprehensive Plan for Single-Family Residential Use up to (5 units per acre) and well below the 10 units per acre by the Multiple Family Residential Future Land Use Land Amendments. |

**BACKGROUND:**

The subject property is located south of Mara Loma Boulevard SE, and west of Babcock Street SE. Specifically a portion of Tax Parcel 500, Section 4, Township 30, Range 37, of Brevard County Florida. This Final PUD request includes approximately 77.52 acres of land.

In 2004 the subject property was annexed into the City via Ordinance 2004-35 totaling 1,167 acres. The original Future Land Use amendment designated all the lands as Single-Family Residential Use via Ordinance 2004-52, which stated that 1,800 units could be placed on the lands of Waterstone 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 entitlements encumbered remaining units are as follows: 1,648 units on the west side of Babcock Street, and 362 units on the east side of Babcock Street. On February 18th case PD-3-2021 (Resolution 2021-12) received approval from City Council for Preliminary Development Plan approval to be known as Cypress Bay West Phase 1 PUD. ~~The Developer has submitted the Final Development Plan that matches the Preliminary Development Plan now with its final name of Willows of Cypress Bay West.~~

**ANALYSIS:**

The applicant is requesting Final Development Plan (FDP) approval for a Planned Unit Development (PUD), to construct a single-family residential subdivision called Cypress Bay West Phase 1 PUD. 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, and open space, from those elements required in any singular zoning classification found in the city's Zoning Code.

Specifically, the FDP proposes a 229-unit single-family development that will be constructed in one phase. Per the FDP, typical lots within the residential development are 50' x 125'. The minimum size home and setbacks will need to be identified in the Declaration of Covenants and Restrictions as well as the construction drawings. The development will consist of a gated entrance with an amenities center, pool, playground, passive recreation areas, stormwater management ponds, and private roadways.

**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 Chapter 177 of Florida State Statute requirements and a title opinion;
- The right-of-way width of Mara Loma Boulevard shall be 100 feet;
- The road name of 'Mara Loma Boulevard' shall be consistent all the way through. Staff will not support the name 'Mara Loma Extension Boulevard';
- The technical comments generated by the Development Review Staff, which is, by reference, incorporated herein as Exhibit 'D', shall be observed and incorporated into the engineered construction drawings; and
- >>Mara Loma Boulevard right-of-way dedication shall not be accepted by the City of Palm Bay for operation and maintenance, until and unless the Developer requests acceptance through the process promulgated in Chapter 182 of the City of Palm Bay's Code of Ordinances. Upon commencement of said process staff will determine if acceptance of the Mara Loma Boulevard Extension would provide a public benefit and that current City of Palm Bay construction standards are met.<<

**STAFF RECOMMENDATION:**

Case FD-11-2021 is recommended for approval, subject to the staff comments contained in this report.

Exhibit 'D'

## TECHNICAL COMMENTS

## CASE FD-11-2021 – Cypress Bay West Phase I PUD

**BREVARD COUNTY (Jeffrey Ball, Planning and Zoning Manager):**

Brevard County has no comments.

**PUBILC WORKS (Natalie Shaber, Engineer II):**

1. Approval in writing from Brevard County accepting the existing 2017 Traffic Impact Study dated within the last 12 months is required.

2. Please conduct a signal warrant analysis at the intersection of the Gardens at Waterstone, and Cypress Bay West (Aberdeen Dr).

3. Crosswalks shall be provided across Mar Loma between the entrance to The Gardens and CB West.

4. Sidewalk shall be provided on both sides of Mar Loma connecting to the existing sidewalk and to the onsite sidewalks.

5. All external agency permits will be provided to the City prior to scheduling a pre-sitework meeting per subsection 174.071 City Code of Ordinances.

6. Design, and performance specifications of Ch. 174 City's Code of Ordinances shall be met.

7. The stormwater management system is interconnected with the Gardens, Courtyards, and a R/W ponds D4 and D5 (future phase CB West). All easements and agreements between the respective Developer/HOA's and the City (if applicable) shall be drafted, executed, and recorded prior to Certificate of Completion. A developer agreement regarding landscaping maintenance in the right-of-way is also required.

8. Mar Loma Ext. shall be reviewed per Chapter 182 City's Code of Ordinances prior to acceptance by the City.

9. All right-of-way specifications per Ch 179 shall be adhered to as well as the design, performance, materials, utility location, inspection and testing specifications as outlined in the City's Public Works Manual for collector roadways.

10. Topographical surveys of the existing condition shall include contours as well as spot elevations.

11. The plans shall include cross-sections at all property boundaries.

12. Ensure that the Florida Building Code and FL Statute regarding ADA compliance of new facilities that serve the public are met.

13. Right-of-way and Commercial driveway permit applications and fees are required for the Aberdeen Dr. entrance.

14. Utilities within the Mar Loma R/W shall conform to the Utility Zones detail in the Public Works Manual.

**UTILITIES (Christopher Little, Utilities Director):**

1. The applicant/owner, at their expense, will be required to design, permit, install, inspect, and test water & sewer systems of adequate size to accommodate the development and to connect to the City's water and sewer system [Section 200.11(d)(1) - On-site Facilities]. Currently, the nearest point of connection to the mainline water distribution system is a 16" PVC pipe on the west end of Mara Loma Boulevard. The nearest point of connection to the mainline wastewater collection system force main is a 10" PVC pipe on the west end of Mara Loma Boulevard.

2. The applicant/owner will be responsible for the property's hydraulic share for the new utilities. Oversizing of utilities at the request of the Utilities Department will be subject to a refunding agreement or refundable advance [Section 200.11(D) &(E)]. The City of Palm Bay's 2017 Wastewater Master Plan & 2017 Water Master Plan, both of which are available upon request, identify proposed mainline extensions with the current piping size requirements.

3. A City of Palm Bay "Utility Agreement" shall be executed between the Property Owner and the City. All Utility impact/connection charges noted in the "Utility Agreement" must be paid as outlined in the terms and conditions of the Utility Agreement. All fees are subject to change annually on October 1. The Property Owner shall submit a certified copy of the property deed as verification of ownership as part of the Utility Agreement.

4. All Utility construction, materials, and testing shall be in accordance with the latest revision of the Palm Bay Utilities Department Policies, Procedures, and Standards Handbook and the Standard Detail Drawings.

5. Prior to any construction, all required FDEP Permit applications for the Water and Sanitary Sewer Construction shall be processed through and copies of the Permits filed with the Utilities Department.

**FIRE (Mark Whorton, Fire Consultant):**

1. The maximum distance to a fire hydrant from the closest point on the building shall not exceed 600 ft. (183 m).

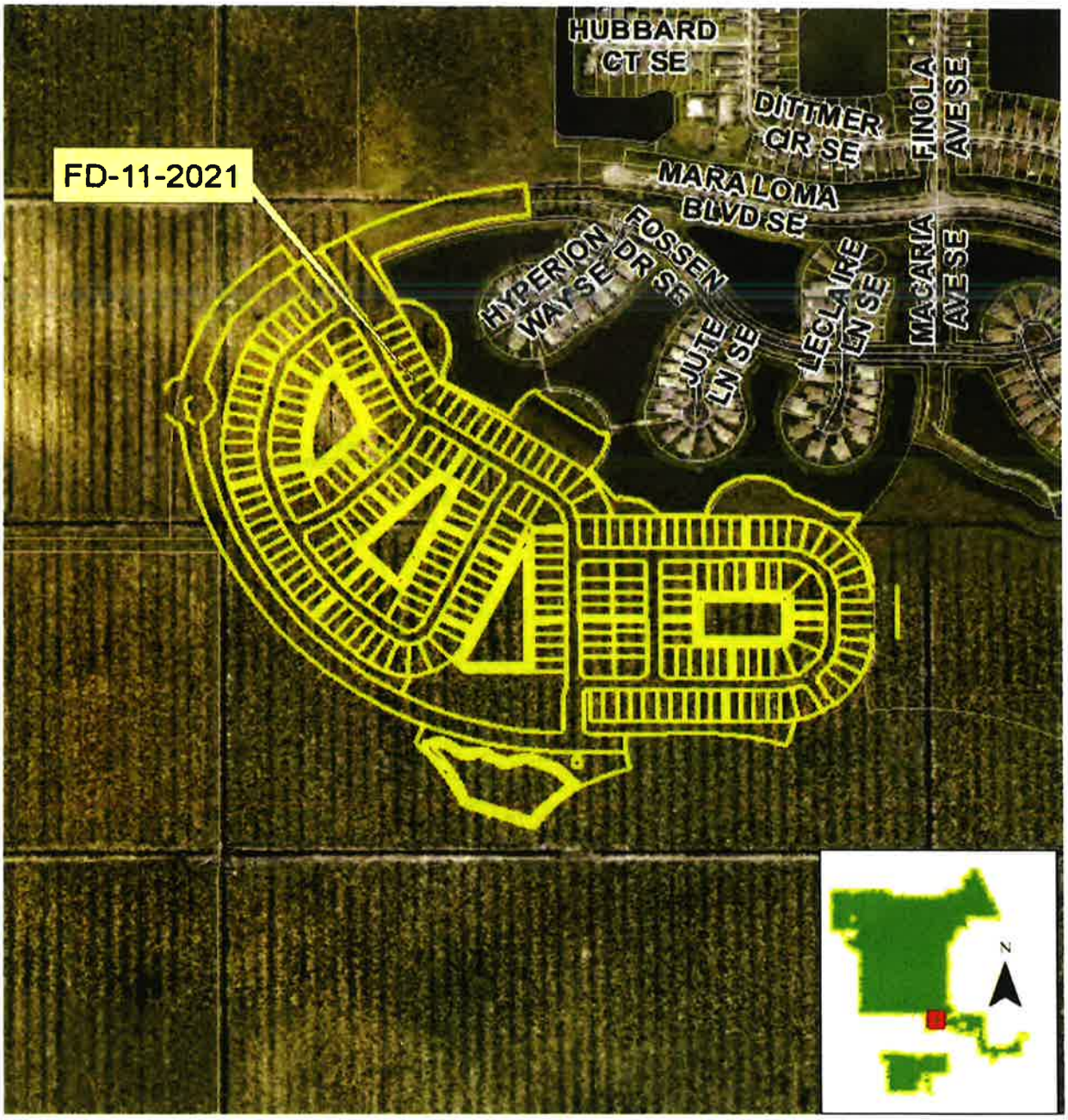
2. The maximum distance between fire hydrants shall not exceed 800 ft. (244 m).

3. All motorized gates shall include a Siren Operated Switch and Knox Key Switch backup.

4. All manual gates shall have a Knox Padlock.

The City of Palm Bay Florida

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




## AERIAL LOCATION MAP CASE FD-11-2021

**Subject Property**

In the vicinity south of Mara Loma Boulevard SE.

# EXHIBIT "E"

## ORDINANCE 2021-65 "FINAL PLAN UNIT DEVELOPMENT (PUD) FOR CYPRESS BAY WEST – PHASE II"

CFN 2021277685, OR BK 9301 PAGE 901
Recorded 10/22/2021 at 03:11 PM, Rachel M. Sadoff,
Clerk of Courts, Brevard County
# Pgs:12

# ORDINANCE 2021-65

**AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, APPROVING A FINAL DEVELOPMENT PLAN TO BE KNOWN AS 'CYPRESS BAY WEST PHASE II' IN PUD (PLANNED UNIT DEVELOPMENT) ZONING; WHICH PROPERTY IS LOCATED WEST OF AND ADJACENT TO BABCOCK STREET, IN THE VICINITIES SOUTH OF MARA LOMA BOULEVARD AND NORTH OF DAVIS LANE, AND LEGALLY DESCRIBED HEREIN; PROVIDING FOR A COMMENCEMENT PERIOD; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** application for Final Development Plan approval in PUD (Planned Unit Development) zoning to permit a 570-unit residential subdivision to be known as 'Cypress Bay West Phase II' on property legally described herein as Exhibit 'A', has been made by Waterstone Holdings, LLC; Waterstone Farms, LLC; and Forestar (USA) Real Estate Group, and

**WHEREAS,** the request was duly considered by the Planning and Zoning Board of the City of Palm Bay on September 1, 2021, which voted to recommend to the City Council approval of the application, and

**WHEREAS,** all provisions applicable to the Planned Unit Development (PUD) under Chapter 185, Zoning, of the Palm Bay Code of Ordinances, have been satisfied by the applicant, and

**WHEREAS,** the City Council of the City of Palm Bay, after due deliberation and consideration, reviewed and considered the reports, documents, testimony, and other materials presented, and has determined that such development plan will neither be injurious to the neighborhood nor otherwise detrimental to the public welfare.

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

CITY OF PALM BAY
**Office of the City Clerk**
120 Malabar Road, SE
Palm Bay, Florida 32907

***SECTION 1.*** The City Council of the City of Palm Bay hereby grants final development plan approval for 'Cypress Bay West Phase II' on property zoned PUD (Planned Unit Development), which property is legally described herein as Exhibit 'A'.

***SECTION 2.*** The final development plan is granted subject to the staff comments contained in the Staff Report being addressed upon submission of the administrative construction plans as follows:

A. The property shall be developed in substantial conformance with the Final Development Plan, which is, by reference, incorporated herein as Exhibit 'B', except as may be modified by the conditions of approval;

B. The Land Development Division Staff Report, which is, by reference, incorporated herein as Exhibit 'C';

C. Fully engineered construction drawings;

D. A Subdivision Plat meeting Chapter 177 of the Florida State Statutes and a title opinion;

E. The technical comments generated by the Development Review Staff, incorporated herein as Exhibit 'D', shall be observed and incorporated into the engineered construction drawings;

F. Mara Loma Boulevard and Journey Drive right-of-way shall not be accepted by the City of Palm Bay for operation and maintenance, until and unless the Developer requests acceptance through the process promulgated in Chapter 182 of the Palm Bay Code of Ordinances. Upon commencement of said process, staff shall determine if acceptance of these roadways will provide a public benefit and that current City of Palm Bay construction standards are met;

G. An updated traffic study including traffic counts for Cypress Bay West Phase II shall be provided. This is to facilitate the determination of the Proportionate Fair Share contribution that may be due from the Developer towards the traffic impact improvements at associated segments along Babcock Street. These were previously recommended in the 2017 Waterstone Traffic Impact Study for the 2025 build-out; and

H. All provisions of the Code of Ordinances of the City of Palm Bay and all other state and federal rules, regulations, and statutes.

***SECTION 3.*** This ordinance shall take effect immediately upon the enactment date.

Read in title only at Meeting 2021-24, held on September 16, 2021; and read in title only and duly enacted at Meeting 2021-26, held on October 7, 2021.

Rob Medina, MAYOR

ATTEST:

Terese M. Jones, CITY CLERK

Reviewed by CAO: PDS

Applicant: Waterstone Holdings, LLC; Waterstone Farms, LLC; and Forestar (USA) Real Estate Group

Case: FD-30-2021

cc: 10-08-21 Brevard County Recording
Applicant
Case File

City of Palm Bay, Florida
Ordinance 2021-65

Exhibit 'A'

# LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF SECTIONS 3 AND 4, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, AND A PORTION OF LOT 33, LOT 34, LOT 63 AND LOT 64 OF SAN-SEBASTIAN FARMS, SECTION 5, TOWNSHIP 30 SOUTH, RANGE 37 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 77, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 4; THENCE RUN N 01° 11' 38" W ALONG THE EAST LINE OF SAID SECTION 4 FOR A DISTANCE OF 7.46 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 4; THENCE RUN N 89° 52' 37" E FOR A DISTANCE OF 129.17 FEET TO THE WEST RIGHT OF WAY LINE OF BABCOCK STREET (A 100 FOOT WIDE RIGHT OF WAY); THENCE RUN N 00° 45' 16" E ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 291.62 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN N 89° 42' 39" W FOR A DISTANCE OF 1214.31 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 1000.00 FEET, AND WHOSE CHORD BEARS S 78° 39' 00" W FOR A DISTANCE OF 403.49 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 23° 16' 41", FOR A DISTANCE OF 406.28 FEET TO A POINT OF TANGENCY; THENCE RUN S 67° 00' 40" W FOR A DISTANCE OF 328.03 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 1200.00 FEET, AND WHOSE CHORD BEARS S 78° 26' 39" W FOR A DISTANCE OF 475.74 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 22° 51' 58", FOR A DISTANCE OF 478.91 FEET TO A POINT OF TANGENCY, ALSO BEING THE SOUTH LINE OF PARCEL B, AS DESCRIBED IN OFFICIAL RECORDS BOOK 3480, PAGE 685, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN S 89° 52' 38" W ALONG THE SOUTH LINE OF SAID PARCEL B FOR A DISTANCE OF 588.09 FEET; THENCE RUN N 00° 07' 22" W FOR A DISTANCE OF 200.00 FEET; THENCE RUN S 89° 52' 38" W FOR A DISTANCE OF 3155.67 FEET; THENCE RUN N 00° 07' 22" W FOR A DISTANCE OF 74.96 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 225.00 FEET AND WHOSE CHORD BEARS N 31° 44' 37" E FOR A DISTANCE OF 237.57 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 63° 43' 57", FOR A DISTANCE OF 250.28 FEET TO A POINT OF TANGENCY; THENCE RUN N 00° 07' 22" W FOR A DISTANCE OF 1143.70 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 675.00 FEET, AND WHOSE CHORD BEARS N 09° 50' 34" W FOR A DISTANCE OF 227.92 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 19° 26' 23", FOR A DISTANCE OF 229.02 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 250.00 FEET AND WHOSE CHORD BEARS N 22° 47' 04" E FOR A DISTANCE OF 336.81 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 84° 41' 39", FOR A DISTANCE OF 369.55 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN N 24° 52' 07" W FOR A DISTANCE OF 125.00 FEET; THENCE RUN N 65° 07' 53" E FOR A DISTANCE OF 20.65 FEET; THENCE RUN N 83° 26' 35" E FOR A DISTANCE OF 377.34 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 325.00 FEET, AND WHOSE CHORD BEARS N 71° 43' 01" E FOR A DISTANCE OF 132.10 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 23° 27' 08", FOR A DISTANCE OF 133.03 FEET TO A POINT OF TANGENCY; THENCE RUN N 59° 59' 27" E FOR A DISTANCE OF 45.84 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 1475.00 FEET, AND WHOSE CHORD BEARS S 49° 38' 51" E FOR A DISTANCE OF 920.48 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 36° 21' 47", FOR A DISTANCE OF 936.12 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN S 22° 10' 15" W FOR A DISTANCE OF 80.18 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 675.00 FEET, AND WHOSE CHORD BEARS S 34° 36' 29" E FOR A DISTANCE OF 295.95 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 25° 19' 37", FOR A DISTANCE OF 298.38 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 225.00 FEET, AND WHOSE CHORD BEARS S 73° 08' 02" E FOR A DISTANCE OF 15.62 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03° 58' 38", FOR A DISTANCE OF 15.62 FEET TO A POINT OF TANGENCY; THENCE RUN S 71° 08' 43" E FOR A DISTANCE OF 277.37 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 575.00 FEET, AND WHOSE CHORD BEARS N 44° 10' 21" E FOR A DISTANCE OF 203.57 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 20° 23' 31", FOR A DISTANCE OF 204.65 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 450.00 FEET, AND WHOSE CHORD BEARS N 62° 19' 26" E FOR A DISTANCE OF 124.56 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 15° 54' 40", FOR A DISTANCE OF 124.97 FEET TO A POINT OF TANGENCY; THENCE RUN N 70° 16' 46" E FOR A DISTANCE OF 73.63 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 425.00 FEET, AND WHOSE CHORD BEARS N 71° 25' 40" E FOR A DISTANCE OF 17.04 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02° 17' 48", FOR A DISTANCE OF 17.04 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN N 00° 07' 22" W FOR A DISTANCE OF 156.73 FEET; THENCE RUN N 89° 52' 38" E FOR A DISTANCE OF 320.27 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 887.50 FEET, AND WHOSE CHORD BEARS S 80° 41' 08" E FOR A DISTANCE OF 291.04 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 18° 52' 29", FOR A DISTANCE OF 292.36 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN N 18° 45' 07" E FOR A DISTANCE OF 95.37 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 350.00 FEET, AND WHOSE CHORD BEARS N 55° 46' 05" E FOR A DISTANCE OF 289.13 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 48° 47' 30", FOR A DISTANCE OF 298.05 FEET TO A POINT OF TANGENCY; THENCE RUN N 31° 22' 20" E FOR A DISTANCE OF 23.26 FEET; THENCE RUN S 06° 50' 39" E FOR A DISTANCE OF 133.29 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 1280.00 FEET, AND WHOSE CHORD BEARS S 81° 26' 45" E FOR A DISTANCE OF 720.14 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 32° 40' 34", FOR A DISTANCE OF 729.99 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 480.00 FEET, AND WHOSE CHORD BEARS S 55° 58' 25" E FOR A DISTANCE OF 152.40 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 18° 16' 06", FOR A DISTANCE OF 153.04 FEET TO A POINT OF TANGENCY; THENCE RUN S 46° 50' 22" E FOR A DISTANCE OF 174.47 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 1000.00 FEET, AND WHOSE CHORD BEARS S 53° 30' 50" E FOR A DISTANCE OF 232.46 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13° 20' 57", FOR A DISTANCE OF 232.99 FEET TO A POINT OF TANGENCY; THENCE RUN S 60° 11' 18" E FOR A DISTANCE OF 191.82 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 25.00 FEET, AND WHOSE CHORD BEARS N 74° 48' 42" E FOR A DISTANCE OF 35.36 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90° 00' 00", FOR A DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY; THENCE RUN N 29° 48' 42" E FOR A DISTANCE OF 126.82 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 680.00 FEET, AND WHOSE CHORD BEARS N 53° 54' 19" E FOR A DISTANCE OF 555.19 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 48° 11' 15", FOR A DISTANCE OF 571.90 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN S 00° 01' 02" W FOR A DISTANCE OF 1252.63 FEET; THENCE RUN S 89° 42' 39" E FOR A DISTANCE OF 1181.14 FEET; THENCE S 00° 45' 16" W A DISTANCE OF 200.01 FEET TO THE POINT OF BEGINNING; CONTAINING 185.939 ACRES, MORE OR LESS.

| | | | |
|---|---|---|---|
| CONSTRUCTION ENGINEERING GROUP<br>Consulting Engineers | CYPRESS BAY WEST<br>PHASE II<br>PALM BAY, FL | DATE 5/26/21 | |
| | | COUNTY BREVARD | APPROVED BY JTW |
| | | SCALE NTS | THIS SHEET FIG. 2 |
| | LEGAL DESCRIPTION | | |

City of Palm Bay, Florida

Ordinance 2021-65

Exhibit 'B'

# CYPRESS BAY WEST - PHASE II
# FINAL DEVELOPMENT PLAN

PALM BAY, FL

DATE

JUNE 30, 2021

PREPARED FOR

FORESTAR (USA) REAL ESTATE GROUP INC.

## LEGAL DESCRIPTION

[illegible]

CONSTRUCTION ENGINEERING GROUP
Consulting Engineers

LOCATION MAP

## PROJECT DATA

[illegible]

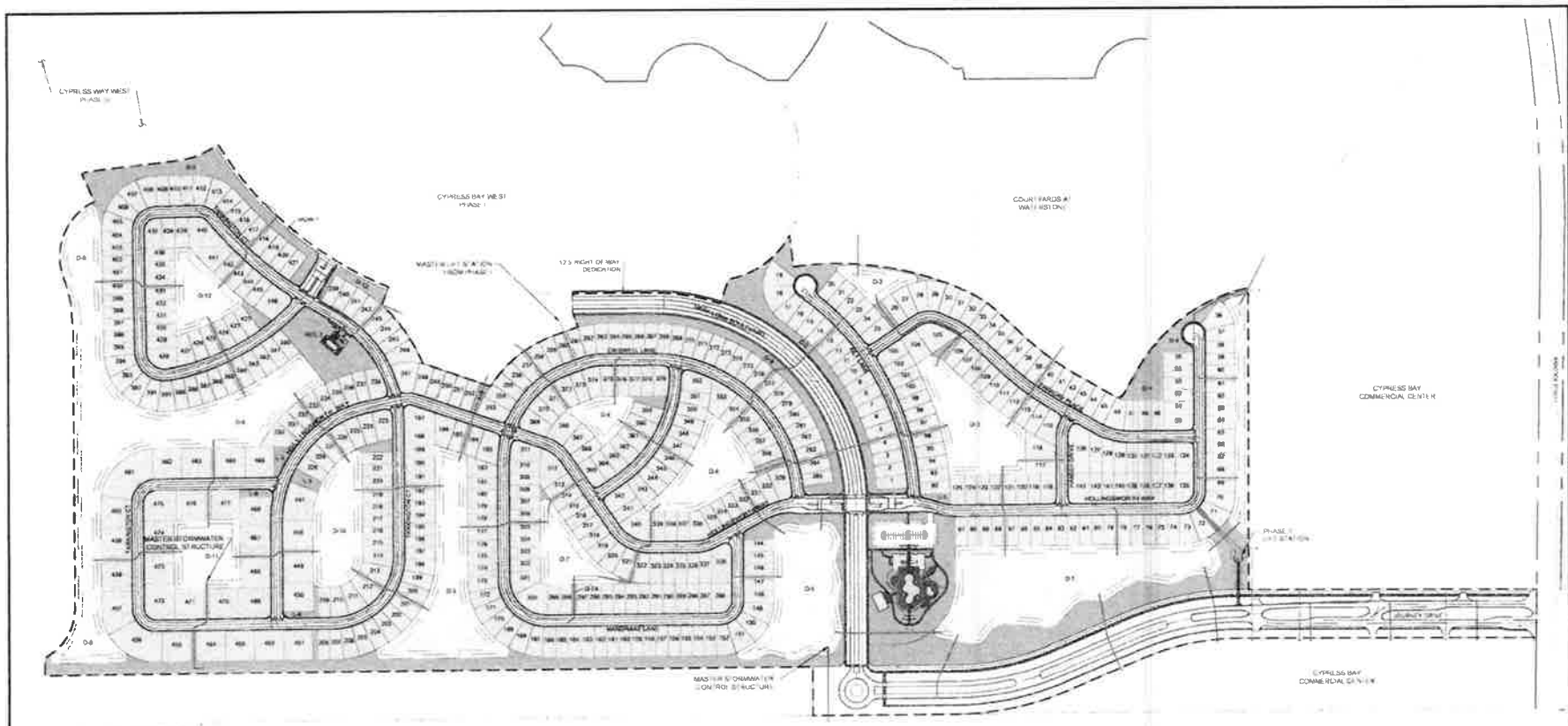
CONSTRUCTION ENGINEERING GROUP

CYPRESS BAY WEST
PHASE II

FORESTAR (USA) REAL ESTATE GROUP
MAXIMA LOWA REDUCE EVANS - PALM BAY FLORIDA

DRAWING TITLE
FINAL DEVELOPMENT PLAN

DATE 6/30/21
SCALE NTS
PROJ. NO. 210120
DESIGNED BY AJC
DRAWN BY SMB
QA/QC BY JTW
DRAWING NO. CBW2-1




FINAL DEVELOPMENT SUBDIVISION PLAN

LEGEND:

| | |
|---|---|
| PROJECT BOUNDARY | |
| POND CONTOURS | |
| SCOPE MAP | |
| RECREATION, LANDSCAPING AND OPEN SPACE | |
| SINGLE FAMILY LOTS | 33 |
| STORMWATER TREATMENT POND | D3 |
| ROADWAY | |
| CONCRETE SIDEWALK | |
| WATER MAIN | |
| SANITARY SEWER LINE | |
| FORCE MAIN | |

200' 0 200' 400

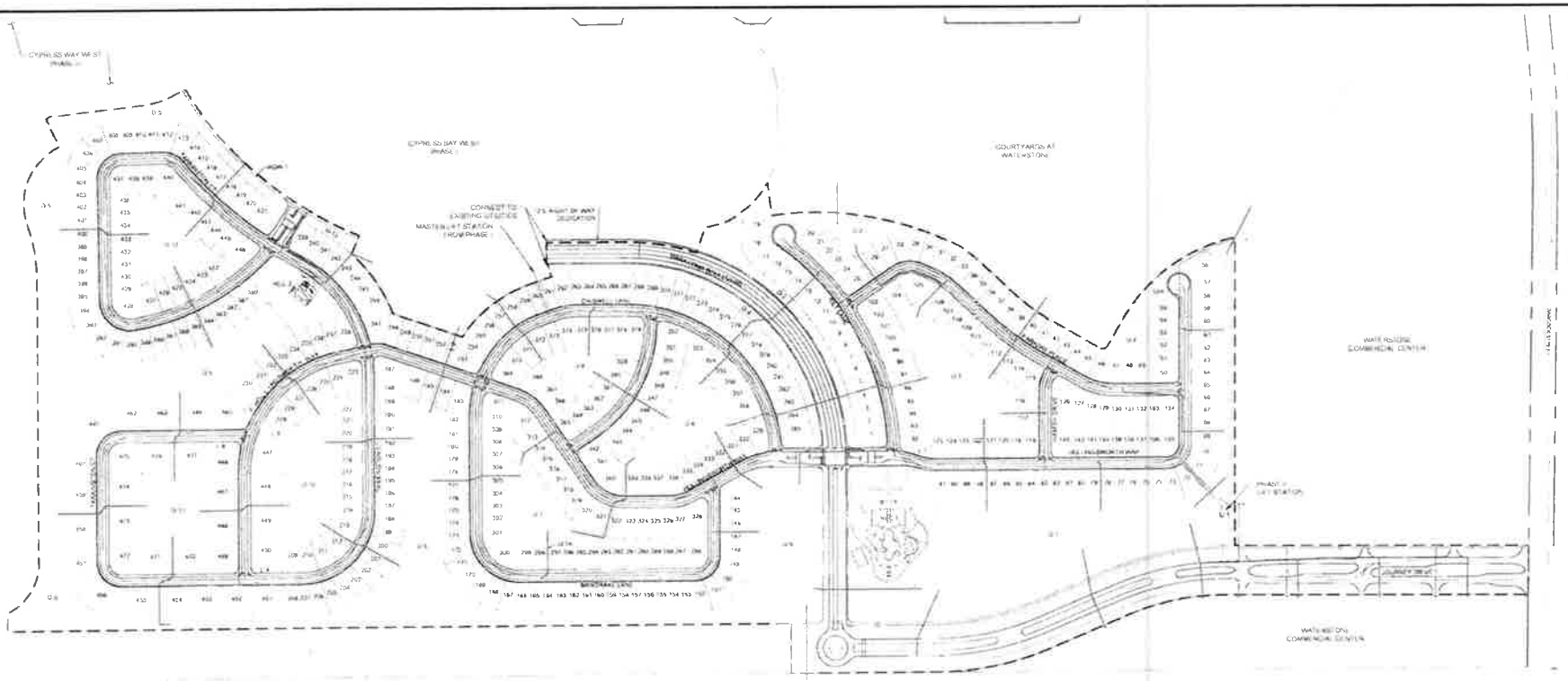
CONSTRUCTION ENGINEERING GROUP

CYPRESS BAY WEST
PHASE II

FORESTAR (USA) REAL ESTATE GROUP
MANATEE COUNTY, FLORIDA

DRAWING TITLE
FINAL DEVELOPMENT SUBDIVISION PLAN

DATE 6/30/21
SCALE 1"=200'
PROJ. NO. 210120
DESIGNED BY AJC
DRAWN BY SMB
CHECKED BY JTW
DRAWING NO. CBW2-2




FINAL DEVELOPMENT UTILITY PLAN

1" = 150'

LEGEND

| | |
|---|---|
| PROJECT BOUNDARY | |
| POND CONTOURS | |
| STORM PIPE | |
| WATER MAIN | |
| SANITARY SEWER LINE | |
| FORCE MAIN | |

REVISION | DATE

CONSTRUCTION ENGINEERING GROUP

CYPRESS BAY WEST
PHASE II

CONSULTANT
CONSTRUCTION ENGINEERING GROUP
SARASOTA, FLORIDA
DRAWING TITLE
FINAL DEVELOPMENT UTILITY PLAN

DATE 6/30/21
SCALE 1"=150'
PROJ. NO. 218120
DESIGNED BY AJC
DRAWN BY SMB
CHECKED BY JTW
DRAWING NO. CBW2-3

# STAFF REPORT

## LAND DEVELOPMENT DIVISION

120 Malabar Road SE • Palm Bay, FL 32907 • Telephone: (321) 733-3042
landdevelopmentweb@palmbayflorida.org

**Prepared by**
Christopher Balter, Senior Planner

| **CASE NUMBER** | **PLANNING & ZONING BOARD HEARING DATE** |
|---|---|
| FD-30-2021 | September 1, 2021 |

| **PROPERTY OWNER & APPLICANT** | **PROPERTY LOCATION/ADDRESS** |
|---|---|
| Waterstone Farms, LLC, Forestar Real Estate Group, Waterstone Holdings, LLC (Jake Wise Representing) | A portion of Tax Parcels 500, 5, and 1, Section 4, Township 30, Range 37, and Part of Tract 750 of San Sebastian Farms, Section 5, Township 30, Range 37 Brevard County, Florida |

| | |
|---|---|
| **SUMMARY OF REQUEST** | Final Planned Unit Development approval for a 570-unit residential subdivision to be known as Cypress Bay West Phase 2 PUD. |
| **Existing Zoning** | PUD, Planned Unit Development |
| **Existing Land Use** | Single-Family Residential Use and Multiple-Family Residential Use |
| **Site Improvements** | Vacant, Unimproved Land (Former Orange Groves) |
| **Site Acreage** | 185.747 acres |

**SURROUNDING ZONING & USE OF LAND**

| | |
|---|---|
| **North** | PUD; Cypress Bay West Phase I, The Courtyards at Waterstone; Single-Family Homes |
| **East** | PUD; The Courtyards Waterstone PUD; Single-Family Homes; and Undeveloped Lands |
| **South** | Davis Lane; City Limit |
| **West** | PUD; Waterstone at Palm Bay; Undeveloped Lands |

| | |
|---|---|
| **COMPREHENSIVE PLAN COMPATIBILITY** | A planned unit development is compliant with both future land use designations of the subject properties. The proposed density is 3.07 units per acre, which is below the maximum density defined in the City's Comprehensive Plan for Single-Family Residential Use up to (5 units per acre) and well below the 10 units per acre by the Multiple Family Residential Future Land Use categories. |

**BACKGROUND:**

The subject property is located south of Mara Loma Boulevard SE and west of Babcock Street SE. Specifically, a portion of Tax Parcels 500, 5, and 1, Section 4, Township 30, Range 37, and Part of Tract 750 of San Sebastian Farms, Section 5, Township 30, Range 37 Brevard County, Florida. This Final PUD request includes approximately 185.747 acres of land.

In 2004 the subject property was annexed into the City via Ordinance 2004-35 totaling 1,167 acres. The original Future Land Use amendment designated all the lands as Single-Family Residential Use via Ordinance 2004-52, which stated that 1,800 units could be placed on the lands of Waterstone (aka Cypress Bay Preserve). Site-specific conditions were placed on the amendment via Ordinance 2004-48. Between 2005 and 2018, a series of 37 future land use map amendments were made, bringing the total units entitled to 2,596.

The total encumbered remaining units by Final Development Plan without this current application being counted are as follows: 1,548 units on the west side of Babcock Street and 362 units on the east side of Babcock Street.

**ANALYSIS:**

The applicant is requesting Final Development Plan (FDP) approval for a Planned Unit Development (PUD), to construct a single-family and multiple-family residential subdivision called Cypress Bay West Phase II PUD. The planned unit development is a concept that encourages and permits variation in residential developments by allowing deviation in lot size, bulk or type of dwellings, density, lot coverage, setbacks, and open space, from those elements required in any singular zoning classification found in the city's Zoning Code.

Specifically, the FDP proposes a 446-unit single-family development and 124 townhome development that will be constructed in multiple phases. Per the FDP, average lots within the residential development are 50' x 125'. The proposed minimum size home is 1,600 square feet, and the minimum size townhome is 1500 square feet. The development will consist of gated entrances with two amenity centers, each with its own pool, playground, passive recreation areas, stormwater management ponds, and private roadways. The master amenity center will include an oversized pool and slide, with a fitness center and picnic/play areas. Mara Loma Bouvard will be built and extended to a new roadway called Journey Drive which will be connected to Babcock Street SE.

**CONDITIONS:**

In order to receive FDP approval, the proposal must meet the requirements of Section 185.067 of the City of Palm Bay's Code of Ordinances. Upon review, the request appears to conform with the applicable requirements of this section. The following items shall be addressed upon submission of the administrative construction plans:

- Fully engineered construction drawings.
- A Subdivision Plat meeting Ch.177 of Florida State Statute requirements and a title opinion.
- The technical comments generated by the Development Review Staff (attached) shall be observed and incorporated into the engineered construction drawings.
- Mara Loma Boulevard right-of-way dedication and Journey Drive shall not be accepted by the City of Palm Bay for operation and maintenance until and unless the Developer requests acceptance through the process promulgated in Chapter 182 of the City of Palm Bay's Code of Ordinances. Upon commencement of said process, staff will determine if acceptance of the Mara Loma Boulevard Extension and Journey Drive would provide a public benefit and that current City of Palm Bay construction standards are met.
- An updated traffic study including traffic counts for Cypress Bay West Phase 2 shall be provided. This is to facilitate the determination of the Proportionate Fair Share that may be due from the Developer towards the traffic impact improvements at associated segments along Babcock Street. These were previously recommended in the 2017 Waterstone Traffic Impact Study for the 2025 build-out.

**STAFF RECOMMENDATION:**

Case FD-30-2021 is recommended for approval, subject to the staff comments contained in this report.

Exhibit 'D'

## TECHNICAL COMMENTS

## CASE FD-30-2021 – Cypress Bay West Phase II PUD

**PUBLIC WORKS (Natalie Shaber, Engineer II):**

Engineering Comments:

1. Note 7 - Until discussion between the developer and the City confirms responsibility of maintenance of all utilities and roadway improvements, Note 7 on the plat is subject to amendment

2. Note 11 - Please modify the language to read as follows "Please note that easements on the "D" and "L" tracts and any easements that provide connectivity such as lot line pipe shall be dedicated to the 'City' for emergency access to stormwater utilities.

3. Title opinion or property information report shall be updated and submitted to staff for review at the time of Final Plat review.

4. Updated traffic counts for Cypress Bay West Phase 2 shall be provided, and a determination of the Proportionate Fair Share due from the Developer towards traffic impact improvements at associated segments along Babcock St. that have been recommended in the 2017 Waterstone Traffic Impact Study for 2025 build out.

5. Drainage easement granted to the City of Palm Bay for emergency access to the final outfall. Maintenance or outfall pipe replacement based on the condition of the outfall may be necessary

6. Right of way and Driveway permit applicable for development improvements.

7. Journey Dr. improvements shall be privately maintained until publicly accepted for maintenance per Chapter 182

8. Inspection fees and 2-year maintenance bond per City requirements applicable

9. CDD/HOA Cross access, drainage, and utility maintenance agreement required. Easements shall encompass a flat unobstructed area large enough for heavy equipment operation if necessary.

10. All roadway improvements and driveways shall per City PW manual requirements; turn lane dimensions associated with Cypress Bay West II shall be per traffic study requirements. All D/W radii shall be minimum 35 ft.

11. Include Utility chase pipes under roadways for future development.

**UTILITIES (Christopher Little, Utilities Director):**

1. The applicant/owner, at their expense, will be required to design, permit, install, inspect, and test water & sewer systems of adequate size to accommodate the development and to

connect to the City's water and sewer system [Section 200.11(d)(1) - On-site Facilities]. Currently, the nearest point of connection to the mainline water distribution system is a 16" PVC pipe on the west end of Mara Loma Boulevard. The nearest point of connection to the mainline wastewater collection system force main is a 10" PVC pipe on the west end of Mara Loma Boulevard.

2. The applicant/owner will be responsible for the property's hydraulic share for the new utilities. Oversizing of utilities at the request of the Utilities Department will be subject to a refunding agreement or refundable advance [Section 200.11(D) &(E)]. The City of Palm Bay's 2017 Wastewater Master Plan & 2017 Water Master Plan, both of which are available upon request, identify proposed mainline extensions with the current piping size requirements.

3. A City of Palm Bay "Utility Agreement" shall be executed between the Property Owner and the City. All Utility impact/connection charges noted in the "Utility Agreement" must be paid as outlined in the terms and conditions of the Utility Agreement. All fees are subject to change annually on October 1. The Property Owner shall submit a certified copy of the property deed as verification of ownership as part of the Utility Agreement.

4. All Utility construction, materials, and testing shall be in accordance with the latest revision of the Palm Bay Utilities Department Policies, Procedures, and Standards Handbook and the Standard Detail Drawings.

5. Prior to any construction, all required FDEP Permit applications for the Water and Sanitary Sewer Construction shall be processed through and copies of the Permits filed with the Utilities Department.

**FIRE (Mark Whorton, Fire Consultant):**

1. The maximum distance to a fire hydrant from the closest point on the building shall not exceed 600 ft. (183 m).

2. The maximum distance between fire hydrants shall not exceed 800 ft. (244 m).

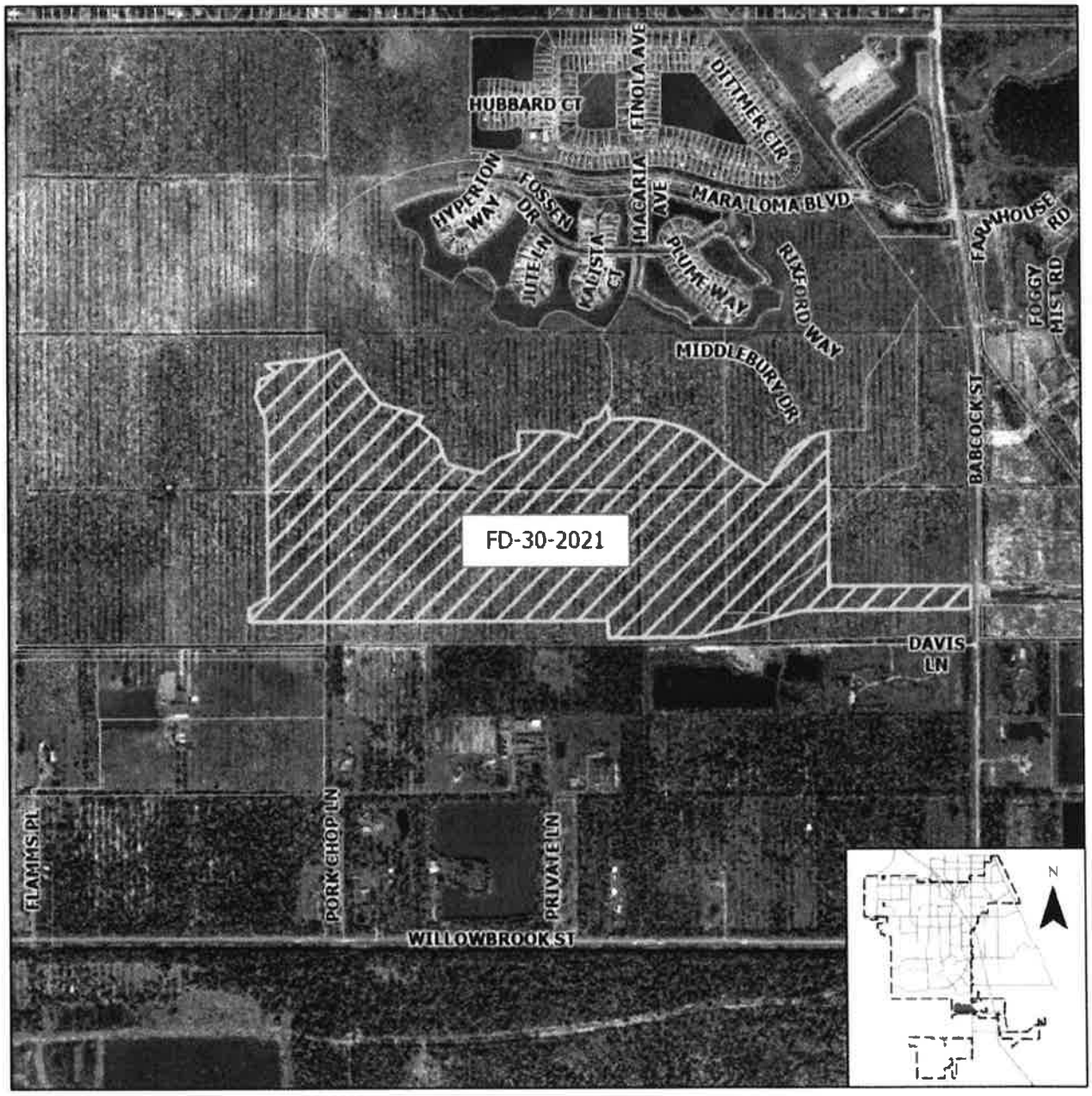
3. All motorized gates shall include a Siren Operated Switch and Knox Key Switch backup.

**BUILDING (James Williams, Certified Floodplain Manager):**

1. Multiple lots are in the Unnumbered Floodzone A. A FEMA CLOMR must be obtained before construction to obtain a FEMA approved Base Flood Elevation to be used on floodplain permits for the affected lots. On completion of construction an approved FEMA LOMR will be required to remove affected structures from the Special Flood Hazard Area and the need to carry flood insurance to get a federally insured mortgage.

The City of Palm Bay Florida

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




# AERIAL LOCATION MAP CASE: FD-30-2021

**Subject Property**

West of and adjacent to Babcock Street, in the vicinity south of Mara Loma Boulevard SE

# EXHIBIT "F"

## ORDINANCE 2021-70 "FINAL PLAN UNIT DEVELOPMENT (PUD) FOR CYPRESS BAY WEST – PHASE III"

CFN 2021330430, OR BK 9362 PAGE 1637,
Recorded 12/20/2021 at 02:42 PM, Rachel M. Sadoff,
Clerk of Courts, Brevard County
# Pgs:12

# ORDINANCE 2021-70

**AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, APPROVING A FINAL DEVELOPMENT PLAN TO BE KNOWN AS 'CYPRESS BAY WEST PHASE III' IN PUD (PLANNED UNIT DEVELOPMENT) ZONING; WHICH PROPERTY IS LOCATED IN THE VICINITY WEST OF MARA LOMA BOULEVARD AND BABCOCK STREET, IN THE VICINITY BETWEEN WILLOWBROOK STREET AND COGAN DRIVE, 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 544-unit residential subdivision to be known as 'Cypress Bay West 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 October 6, 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:

CITY OF PALM BAY
**Office of the City Clerk**
120 Malabar Road, SE
Palm Bay, Florida 32907

***SECTION 1.*** The City Council of the City of Palm Bay hereby grants Final Development Plan approval for 'Cypress Bay West 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. A preliminary subdivision plat and a title opinion.

B. Deed restrictions establishing development standards.

C. An updated traffic study including traffic counts for all three (3) phases of Cypress Bay West shall be provided. This is to facilitate the determination of the Proportionate Fair Share that may be due from the Developer towards the traffic impact improvements at associated segments along Babcock Street. These were previously recommended in the 2017 Waterstone Traffic Impact Study for the 2025 build-out.

D. The technical comments generated by the Development Review Staff, incorporated herein as Exhibit 'C', shall be observed and incorporated into the administrative construction plan review.

***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 2021-29, held on November 4, 2021; and read in title only and duly enacted at Meeting 2021-30, held on November 18, 2021.

Rob Medina, MAYOR

ATTEST:

Terese M. Jones, CITY CLERK

Reviewed by CAO

Applicant: Waterstone Farms, LLC
Case: FD-41-2021

cc: 11-19-21 Brevard County Recording
Applicant
Case File

City of Palm Bay, Florida
Ordinance 2021-70

Exhibit 'A'

LEGAL DESCRIPTION: CYPRESS BAY WEST PHASE 1

A PARCEL OF LAND BEING A PORTION OF SECTION 4, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, AND A PORTION OF LOT 8, LOT 25 THROUGH LOT 34, ALL OF LOT 35 THROUGH LOT 39, A PORTION OF LOT 40 AND A PORTION OF LOT 57 THROUGH LOT 64 OF SAN-SEBASTIAN FARMS, SECTION 5, TOWNSHIP 30 SOUTH, RANGE 37 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 77, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 5, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA; THENCE RUN N 00° 12' 44" E ALONG THE EAST LINE OF SAID SECTION 5 FOR A DISTANCE OF 98.91' FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN S 89° 44' 18" W ALONG THE APPROXIMATE CENTERLINE OF A DITCH FOR A DISTANCE OF 2617.10 FEET; THENCE RUN N 00° 13' 32" E FOR A DISTANCE OF 4069.14 FEET; THENCE RUN S 13° 40' 29" E FOR A DISTANCE OF 150.76 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 461.27 FEET, AND WHOSE CHORD BEARS S 56° 07' 45" E FOR A DISTANCE OF 515.79 FEET; THENCE RUN SOUTHEASTERLY 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 TANGENCY; THENCE RUN N 89° 52' 37" E FOR A DISTANCE OF 700.04 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 225.00 FEET, AND WHOSE CHORD BEARS S 44° 49' 10" E FOR A DISTANCE OF 319.88 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90° 36' 27", FOR A DISTANCE OF 355.81 FEET TO A POINT OF TANGENCY; THENCE RUN S 00° 29' 04" W FOR A DISTANCE OF 244.67 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 125.00 FEET, AND WHOSE CHORD BEARS S 44° 49' 10" E FOR A DISTANCE OF 177.71 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90° 36' 27", FOR A DISTANCE OF 197.67 FEET TO A POINT OF TANGENCY; THENCE RUN N 89° 52' 37" E FOR A DISTANCE OF 104.66 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 175.00 FEET, AND WHOSE CHORD BEARS N 76° 33' 44" E FOR A DISTANCE OF 172.73 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 26° 37' 46", FOR A DISTANCE OF 174.29 FEET TO A POINT OF TANGENCY; THENCE RUN N 63° 14' 51" E FOR A DISTANCE OF 158.48 FEET; THENCE RUN N 00° 00' 48" W FOR A DISTANCE OF 97.55 FEET; THENCE RUN N 89° 52' 37" E FOR A DISTANCE OF 178.45 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 225.00 FEET, AND WHOSE CHORD BEARS N 57° 39' 17" E FOR A DISTANCE OF 239.94 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 64° 26' 40", FOR A DISTANCE OF 253.07 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN S 72° 30' 44" E FOR A DISTANCE OF 200.00 FEET; THENCE RUN S 17° 29' 16" W FOR A DISTANCE OF 99.80 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 25.00 FEET, AND WHOSE CHORD BEARS S 40° 16' 27" W FOR A DISTANCE OF 19.36 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 45° 34' 23", FOR A DISTANCE OF 19.88 FEET TO A POINT REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 100.00 FEET, AND WHOSE CHORD BEARS S 44° 35' 34" W FOR A DISTANCE OF 63.35 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 38° 56' 09", FOR A DISTANCE OF 64.47 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 25.00 FEET, AND WHOSE CHORD BEARS S 56° 07' 29" W FOR A DISTANCE OF 25.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 60° 00' 00", FOR A DISTANCE OF 26.18 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN S 03° 52' 31" E FOR A DISTANCE OF 75.00 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 25.00 FEET, AND WHOSE CHORD BEARS S 63° 52' 31" E FOR A DISTANCE OF 25.00 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 60° 00' 00", FOR A DISTANCE OF 26.18 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 100.00 FEET, AND WHOSE CHORD BEARS S 46° 08' 46" E FOR A DISTANCE OF 42.51 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 24° 32' 31", FOR A DISTANCE OF 42.83 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 25.00 FEET, AND WHOSE CHORD BEARS S 32° 42' 19" E FOR A DISTANCE OF 21.89 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 51° 25' 25", FOR A DISTANCE OF 22.44 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 1487.50 FEET, AND WHOSE CHORD BEARS S 19° 53' 25" E FOR A DISTANCE OF 630.22 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 24° 27' 37", FOR A DISTANCE OF 635.03 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN S 59° 59' 27" W FOR A DISTANCE OF 33.24 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 325.00 FEET, AND WHOSE CHORD BEARS S 71° 43' 01" W FOR A DISTANCE OF 132.10 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 23° 27' 08", FOR A DISTANCE OF 133.03 FEET TO A POINT OF TANGENCY; THENCE RUN S 83° 26' 35" W FOR A DISTANCE OF 377.34 FEET; THENCE RUN S 65° 07' 53" W FOR A DISTANCE OF 20.65 FEET; THENCE RUN S 24° 52' 07" E FOR A DISTANCE OF 125.00 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 250.00 FEET AND WHOSE CHORD BEARS S 22° 42' 04" W FOR A DISTANCE OF 336.81 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 84° 41' 39", FOR A DISTANCE OF 369.55 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 675.00 FEET AND WHOSE CHORD BEARS S 09° 50' 34" E FOR A DISTANCE OF 227.92 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 19° 26' 23", FOR A DISTANCE OF 229.02 FEET TO A POINT OF TANGENCY; THENCE RUN S 00° 07' 22" E FOR A DISTANCE OF 1143.70 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 225.00 FEET, AND WHOSE CHORD BEARS S 31° 44' 37" W FOR A DISTANCE OF 237.57 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 63° 43' 57", FOR A DISTANCE OF 250.28 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN S 00° 07' 22" E FOR A DISTANCE OF 74.96 FEET; THENCE RUN N 89° 52' 38" E FOR A DISTANCE OF 3155.67 FEET; THENCE RUN S 00° 07' 22" E FOR A DISTANCE OF 200.00 FEET; THENCE RUN S 89° 52' 38" W FOR A DISTANCE OF 2514.25 FEET; THENCE RUN S 00° 13' 56" W FOR A DISTANCE OF 29.65 FEET TO THE POINT OF BEGINNING; CONTAINING 190.28± ACRES, MORE OR LESS.

City of Palm Bay, Florida
Ordinance 2021-70

Exhibit 'B'

**REVISED**

# 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** | **PLANNING & ZONING BOARD HEARING DATE** |
|---|---|
| FD-41-2021 | October 6, 2021 |

| **PROPERTY OWNER & APPLICANT** | **PROPERTY LOCATION/ADDRESS** |
|---|---|
| Waterstone Farms, LLC (Jake Wise and Rochelle Lawandales Representing) | A portion of Tax Parcel Parcel 500 of Section 4, Township 30, Range 37, and Tracts 750, 752, and Part of Tax Parcel 1 of San Sebastian Farms, Section 5, Township 30, Range 37, Brevard County, Florida |

| | |
|---|---|
| **SUMMARY OF REQUEST** | Final Planned Unit Development approval for a 544-unit residential subdivision to be called Cypress Bay West Phase 3 PUD. |
| **Existing Zoning** | PUD, Planned Unit Development |
| **Existing Land Use** | Single-Family Residential Use and Multiple-Family Residential Use |
| **Site Improvements** | Vacant, Unimproved Land (Former Orange Groves) |
| **Site Acreage** | 190.28 acres |

**SURROUNDING ZONING & USE OF LAND**

| | |
|---|---|
| **North** | PUD; Waterstone at Palm Bay; Undeveloped Lands |
| **East** | PUD; Cypress Bay West PUD; Undeveloped Lands |
| **South** | GU, General Use (Brevard County); Single-Family Home |
| **West** | PUD; Rolling Meadows Lakes (Brevard County); Undeveloped Lands |

| | |
|---|---|
| **COMPREHENSIVE PLAN COMPATIBILITY** | The development of a PUD is compliant with the Future Land Use designations of Single-Family Residential Use and Multiple Family Residential Use. The proposed density is 2.86 units per acre, which is below the maximum density defined in the City's Comprehensive Plan for Single-Family Residential Use up to (5 units per acre) and well below the 10 units per acre allowed by the Multiple Family Residential Use future land category. |

**BACKGROUND:**

The subject property is located west of the current terminus of Mara Loma Boulevard SE, which is west of Babcock Street SE. Specifically, a portion of Tax Parcel 500 of Section 4, Township 30, Range 37, and Tracts 750, 752, and Part of Tax Parcel 1 of San Sebastian Farms, Section 5, Township 30, Range 37, Brevard County, Florida. This Final PUD request includes approximately 190.28 acres of land.

In 2004 the subject property was annexed into the City via Ordinance 2004-35, totaling 1,167 acres. The original Future Land Use amendment designated all the lands as Single-Family Residential Use via Ordinance 2004-52, which stated that 1,800 units could be placed on the lands of Waterstone (which includes Cypress Bay Preserve). Site-specific conditions were placed on the amendment via Ordinance 2004-48. Between 2005 and 2018, a series of 37 future land use map amendments were made, bringing the total units entitled to 2,596.

The total encumbered remaining units by the current pending Final Development Plans are as follows: 327 units on the west side of Babcock Street and 362 units on the east side of Babcock Street. (FD-30-2021, FD-33-2021, FD-41-2021)

**ANALYSIS:**

The applicant is requesting Final Development Plan (FDP) approval for a Planned Unit Development (PUD), to construct a single-family residential subdivision called Cypress Bay West 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 544-unit single-family development that will be constructed in multiple phases. Per the FDP, average lots within the residential development are 50' x 125' and 60' x 125'. The proposed minimum sized home is 1,600 square feet. There will be 2 access points off of the newly extended Mara Loma Boulevard into this phase. The development will consist of two recreation areas, a larger one being passive recreation, and a smaller tract as a proposed bocce ball court, stormwater management ponds, and private roadways. An open space tract (L-1) will be created that could allow for the extension of Journey Drive if needed in the future.

**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:

- A preliminary subdivision plat and a title opinion.
- Deed restrictions establishing development standards.
- An updated traffic study including traffic counts for all three (3) phases of Cypress Bay West shall be provided. This is to facilitate the determination of the Proportionate Fair Share that may be due from the Developer towards the traffic impact improvements at associated segments along Babcock Street. These were previously recommended in the 2017 Waterstone Traffic Impact Study for the 2025 build-out.
- The technical comments generated by the Development Review Staff (attached) shall be observed and incorporated into the administrative construction plan review.

**STAFF RECOMMENDATION:**

Case FD-41-2021 is recommended for approval, subject to the staff comments contained in this report.

# CYPRESS BAY WEST PHASE III
# FINAL DEVELOPMENT PLAN

## PALM BAY, FL

DATE:

## JULY 27, 2021

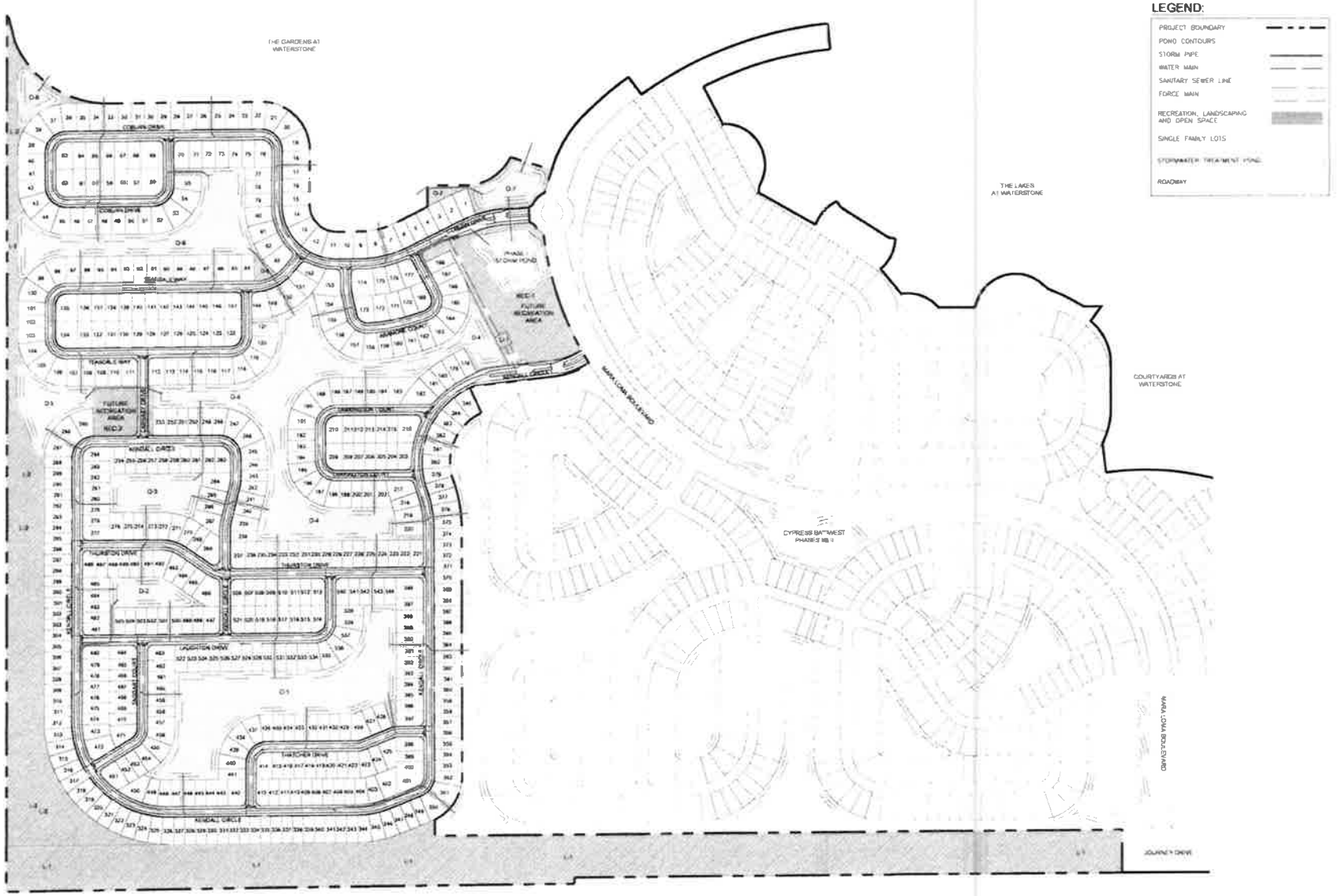
PREPARED FOR

## FORESTAR (USA) REAL ESTATE GROUP INC.

### LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF SECTION 4, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, AND A PORTION OF LOT 8 (LOT 25 THROUGH LOT 34, ALL OF LOT 35 THROUGH LOT 38, A PORTION OF LOT 40 AND A PORTION OF LOT 51 THROUGH LOT 54 OF SAN SEBASTIAN FARMS, SECTION 5, TOWNSHIP 30 SOUTH, RANGE 37 EAST ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 77, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 5, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, THENCE RUN N 00° 12' 44" E ALONG THE EAST LINE OF SAID SECTION 5 FOR A DISTANCE OF 98.91 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN S 89° 44' 16" W ALONG THE APPROXIMATE CENTERLINE OF A DITCH FOR A DISTANCE OF 2617.10 FEET; THENCE RUN N 00° 13' 32" E FOR A DISTANCE OF 400.14 FEET; THENCE RUN S 12° 40' 29" E FOR A DISTANCE OF 130.76 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 461.27 FEET, AND WHOSE CHORD BEARS S 56° 07' 45" E FOR A DISTANCE OF 515.79 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 67° 59' 18" FOR A DISTANCE OF 547.34 FEET TO A POINT OF TANGENCY; THENCE RUN N 89° 07' 37" E FOR A DISTANCE OF 700.04 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 225.00 FEET, AND WHOSE CHORD BEARS S 44° 49' 10" E FOR A DISTANCE OF 319.88 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90° 16' 27" FOR A DISTANCE OF 355.01 FEET TO A POINT OF TANGENCY; THENCE RUN S 00° 29' 04" W FOR A DISTANCE OF 244.67 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 175.00 FEET, AND WHOSE CHORD BEARS S 44° 42' 10" E FOR A DISTANCE OF 177.11 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 97° 36' 27" FOR A DISTANCE OF 297.87 FEET TO A POINT OF TANGENCY; THENCE RUN N 89° 52' 37" E FOR A DISTANCE OF 1044.98 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 325.00 FEET, AND WHOSE CHORD BEARS N 44° 33' 44" E FOR A DISTANCE OF 172.77 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 29° 37' 44" FOR A DISTANCE OF 174.28 FEET TO A POINT OF TANGENCY; THENCE RUN N 63° 14' 51" E FOR A DISTANCE OF 156.48 FEET; THENCE RUN N 00° 00' 46" W FOR A DISTANCE OF 97.55 FEET; THENCE RUN N 89° 52' 37" E FOR A DISTANCE OF 178.43 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 225.00 FEET, AND WHOSE CHORD BEARS N 57° 58' 17" E FOR A DISTANCE OF 236.94 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 64° 26' 40" FOR A DISTANCE OF 253.07 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN S 72° 30' 44" E FOR A DISTANCE OF 230.00 FEET; THENCE RUN S 17° 29' 16" W FOR A DISTANCE OF 93.00 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 25.00 FEET, AND WHOSE CHORD BEARS S 40° 16' 27" W FOR A DISTANCE OF 19.36 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 45° 34' 23" FOR A DISTANCE OF 19.88 FEET TO A POINT REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 100.00 FEET, AND WHOSE CHORD BEARS S 44° 25' 34" W FOR A DISTANCE OF 63.35 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 36° 56' 20" FOR A DISTANCE OF 64.47 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 25.00 FEET, AND WHOSE CHORD BEARS S 56° 07' 29" W FOR A DISTANCE OF 25.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90° 00' 00" FOR A DISTANCE OF 39.78 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE RUN S 00° 52' 37" E FOR A DISTANCE OF 75.00 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 25.00 FEET, AND WHOSE CHORD BEARS S 63° 52' 37" E FOR A DISTANCE OF 35.36 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90° 00' 00" FOR A DISTANCE OF 39.78 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 100.00 FEET, AND WHOSE CHORD BEARS S 44° 25' 34" E FOR A DISTANCE OF 63.35 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 36° 56' 20" FOR A DISTANCE OF 64.47 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHEA




FINAL DEVELOPMENT PLAN
1"=200'

200' 0' 200' 400'

| REV | DATE | REVISION |
|---|---|---|

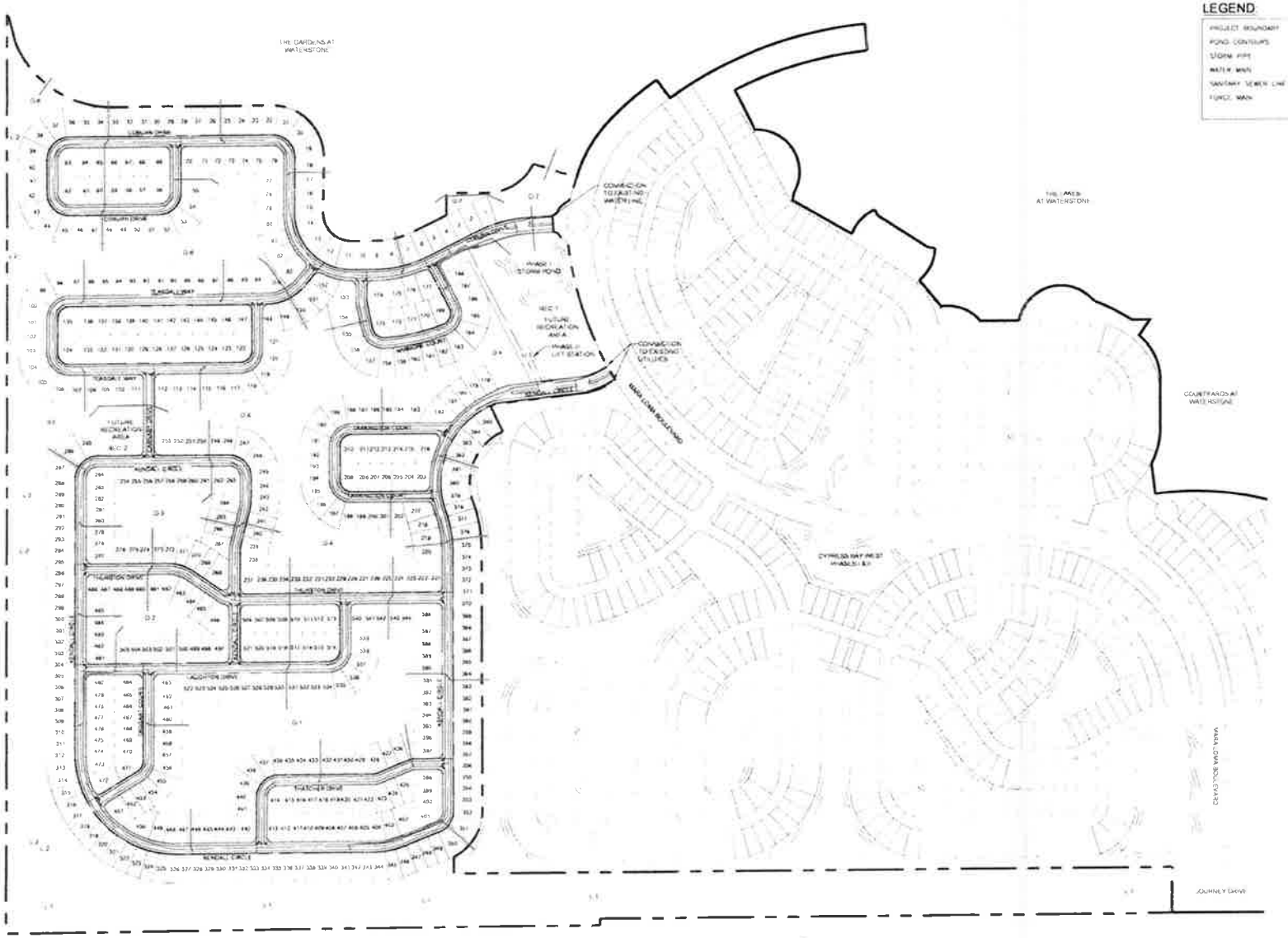
CONSTRUCTION ENGINEERING GROUP
Consulting Engineers

CYPRESS BAY WEST
PHASE III

D.R. HORTON
MARA LOMA BOULEVARD, PALM BAY, FLORIDA

DRAWING TITLE
FINAL DEVELOPMENT PLAN

DATE 7/27/21
SCALE 1"=200'
PROJ. NO 210120
DESIGNED BY CCM
DRAWN BY SMB
CHECKED BY JTW
DRAWING NO CBW3-2




FINAL DEVELOPMENT UTILITY PLAN

1" = 200'

| REVISION | DATE | BY |
|---|---|---|
| | | |

CONSTRUCTION ENGINEERING GROUP
Consulting Engineers

CYPRESS BAY WEST
PHASE III

D.R. HORTON
MARA LOMA BOULEVARD, PALM BAY, FLORIDA

DRAWING TITLE
FINAL DEVELOPMENT UTILITY PLAN

| | |
|---|---|
| DATE | 7/27/21 |
| SCALE | 1"=200' |
| PROJ. NO. | 210120 |
| DESIGNED BY | CCM |
| DRAWN BY | SMB |
| CHECKED BY | JTW |
| DRAWING NO. | CBW3-3 |

Exhibit 'D'

## TECHNICAL COMMENTS

## CASE FD-41-2021 – CYPRESS BAY WEST PHASE III PUD

**PUBILC WORKS (Natalie Shaber, Engineer II; Joe Hale, City Surveyor):**

Survey:

1. Please provide recorded Quit Claim Deed for Utility site once plat has been recorded.
2. Please revise spelling of Forstar to *Forestar*.
3. Please contact City Surveyor for correct organization of Certificate of Approval by Municipality.
4. All roads and ROWs to be private, no City responsibility without acce.
5. Please provide Drainage Easement to the City.
6. Please provide cross access Drainage Easements to all adjacent Subdivisions

~~Driveway/ROW:~~

~~1. If an access connection is to be made to Malabar Rd.- Brevard County right of way use permit and traffic concurrency (Malabar Road).~~
~~2. S/W connection and extension to northern limits of project from the access point.~~
~~3. Pre -vs Post discharge rate (MTWCD permit for outfall to Tillman Canal).~~
~~4. Traffic study and improvements at Parkway and Malabar.~~

Please meet all design and performance standards and specifications of Ch. 174 Code of Ordinances including Ch174.073.

Provide the SJRWMD ERP modification prior to scheduling a pre-sitework meeting.

- Traffic Study is being prepared, so waiting on revised report.
- ~~Traffic Study will include mitigation on Babcock Street for signals at Mara Loma, and Grant and left/right at Cogan.~~
- Assumption all internal streets are private.
- Drainage Easements shall be recorded across the entire master system allowing entry as needed by other HOAs for emergency maintenance.
- Provide the SJRWMD permit for this master system which has pre and post analysis.
- Provide a photometric light plan for the internal and entrance area.
- Site as a future recreation area, is this open to the public since it is located on Mara Loma?

**UTILITIES (Christopher Little, Utilities Director):**

1. The applicant/owner, at their expense, will be required to design, permit, install, inspect and test water & sewer systems of adequate size to accommodate the development and to connect to the City's water and sewer system [§ 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. Note, this region has reached the sewer capacity limit and site plan approval will be contingent upon completion of various system upgrades.

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. A City of Palm Bay "Utility Agreement" shall be executed between the Property Owner and the City. All Utility impact/connection charges noted in the "Utility Agreement" must be paid as outlined in the terms and conditions of the Utility Agreement. All fees are subject to change annually on October 1. The Property Owner shall submit a certified copy of the property deed as verification of ownership as part of the Utility Agreement.

4. All Utility construction, materials, and testing shall be in accordance with the latest revision of the Palm Bay Utilities Department Policies, Procedures, and Standards Handbook and the Standard Detail Drawings.

5. Prior to any construction, all required FDEP Permit applications for the Water and Sanitary Sewer Construction shall be processed through and copies of the Permits filed with the Utilities Department.

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

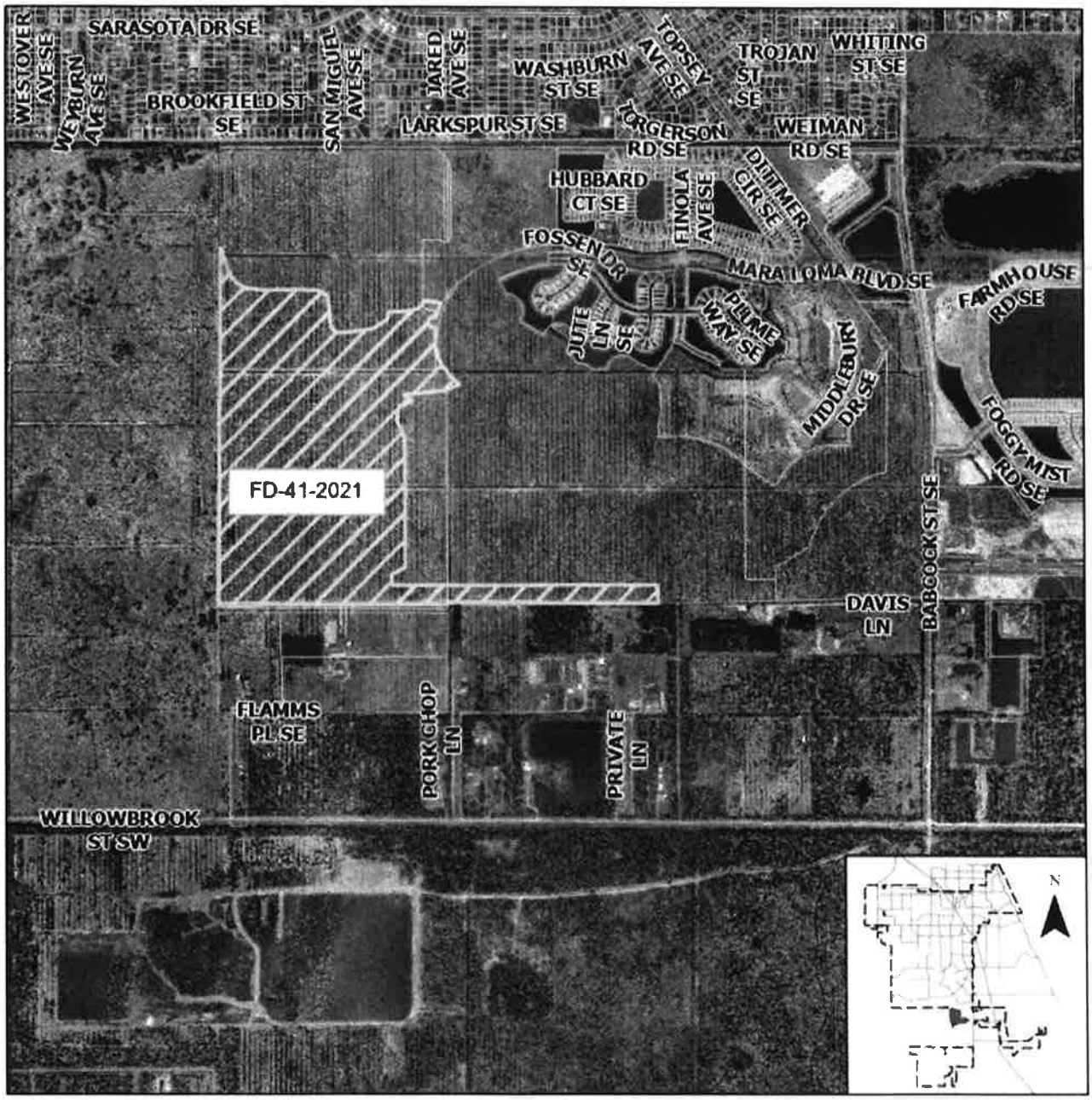
Fire has no comments at this time.

**BUILDING-FLOODZONE (James Williams, Flood Plain Administrator):**

The entire site is in floodzone X, no floodplain permits, CLOMA or LOMR-F required.

The City of Palm Bay Florida

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




# AERIAL LOCATION MAP CASE: FD-41-2021

**Subject Property**

In the vicinity west of Babcock Street and west of Mara Loma Boulevard SE

# EXHIBIT "G"

## IMPACT FEE CREDIT AGREEMENT FOR PROPORTIONATE SHARE CONTRIBUTIONS

**IMPACT FEE CREDIT AGREEMENT FOR PROPORTIONATE SHARE CONTRIBUTIONS**

**THIS AGREEMENT** (Agreement) is made this _____ day of _____2022, by and between City of Palm Bay ("City") and **FORESTAR (USA) Real Estate Group Inc.** ("Developer").

**RECITALS**

**WHEREAS**, Owner/Developer is the owner of 453 acres located in Palm Bay, Florida; and

**WHEREAS**, Pursuant Chapter 171, Fair Share Impact Fees the City requires persons seeking to develop land within the City of Palm Bay to pay a fair share impact fee, to assure that such development bears a proportional share of the cost of necessary capital expenses.

**WHEREAS**, Section 171.07, Palm Bay Code of Ordinances allows the City to grant impact fee credits for certain contribution, construction, dedications or improvements (Impact Fee Credits).

**WHEREAS**, Owner/Developer is dedicating or making improvements, which are recognized as meeting the requirements for impact fee credits at specified intersections on Babcock Street.

**WHEREAS**, the City finds that the Owner/Developer is entitled to receive impact fee credits for such contributions and that such contributions are consistent with the City's Comprehensive Plan, are an integral part of and a reasonably necessary accommodation of contemplated off-site improvements, and the proposed funding or construction time schedule is consistent with the City's transportation work schedule to be completed by December 30, 2023 for roadway improvements and signalization is based on when the intersection meets warrant for the installation of a traffic signal.

**WHEREAS**, Section 171.05, Palm Bay Code of Ordinances permits a fee agreement providing for the payment of impact fees, Owner/Developer and City desire to set forth their agreement on duties and obligations for such impact fees and the impact fee credits Owner/Developer will be entitled.

**NOW THEREFORE**, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The above Recitals are incorporated by the parties as part of this Agreement as if fully set forth.
2. Impact fees and credits.
   A. Owner/Developer is dedicating or making improvements, which are recognized as meeting the requirements for impact fee credits at the intersections on Babcock Street and Mara Loma Blvd Ext. as listed in the table below. Details of the project cost percentage are shown in **Exhibit B Table 11.**

| Item | Location | Improvement | Proportionate Share Cost |
|---|---|---|---|
| 1 | Babcock St. at Grant St. | Signalization | $58,150.94 |
| 2 | Babcock St. at Cogan Dr. | One side widening and add exclusive right turn lane | $392,473.20 |
| 3 | Babcock St. at SJHP (Journey Dr. Ext.) | Western approach roadway and signal modification | $977,880.67 |
| 4 | Mara Loma Blvd Ext. | Roadway Extension of Mara Loma to Journey Drive | $2,850,474.06 |
| | | **Total Proportionate Share Cost** | **$4,278,978.87** |

B. Owner / Developer shall be entitled to Transportation Facilities Impact Fee Credits for transportation improvements as provided for in Palm Bay Code of Ordinances Section 171.31.

C. Project description for the four improvements is as follows:

1. Item 1 is an intersection improvement at Babcock Street at Grant Street to install a four-way traffic signal with poles, mast arms, signal heads, pedestrian heads, detection system and controller cabinet with controller within the existing right of way.
2. Item 2 is an intersection improvement to widen Babcock Street at Cogan Drive to include southbound through travel lane and an exclusive right turn lane within the existing right of way.
3. Item 3 is an intersection improvement at Babcock Street at the SJHP to add the eastbound approach travel lanes for Journey Drive and to add traffic signal equipment for pole, mast arms, signal heads, pedestrian heads, detection system for the eastbound approach.
4. Item 4 is the extension of two travel lanes for Mara Loma Blvd from the existing northern limit to 5,525 linear feet to the connection at Journey Drive. See below **Exhibit A** on the limits.

   i. Parks impact fees shall be determined by Resolution 2021-50, Fair Share Impact Fees Schedule Fiscal Year 2021-2022.

   ii. Police impact fees shall be determined by Resolution 2021-50, Fair Share Impact Fees Schedule Fiscal Year 2021-2022.

   iii. Fire impact fees shall be determined by Resolution 2021-50, Fair Share Impact Fees Schedule Fiscal Year 2021-2022.

3. **Assignment of Impact Fee Credits by the Owner/Developer**. Any impact fee credits granted to Owner/Developer shall be freely assignable by the Owner/Developer, its successors and/or assigns, without limitation on the number of such credits that may be assigned and transferred from one entity to the next or the number of times such credits may be transferred. Any such assignment of impact fee credits shall be evidenced in writing and signed by the Assignee or holder of the impact fee credits and a copy of such assignment shall be provided to the City. The Parties agree that no impact fee credit may be used or applied to development outside the Project and no credit shall be greater than the fee imposed for the land development.

4. **Annual Review and Audit**. The City shall conduct an annual review and audit performance under this Agreement to determine whether there has been demonstrated good faith compliance with the terms of this Agreement and to report the credit applied toward payment of road impact fees and the balance of available and any unused credit. If the City finds, based on substantial competent evidence, that there has been a failure to comply with the terms of this Agreement, this Agreement may be revoked or modified by the City. Prior to taking any such action, the City agrees to give the Owner/Developer written notice with reasonable time in which to cure any alleged failure.

5. **Notices**. Any notice or demand that must or may be given or made in connection with this Agreement must be in writing and delivered by personal delivery or mailed by certified or registered mail, return receipt requested, and addressed to the patties as follows:

**IF TO OWNER/DEVELOPER:**

**IF TO CITY:**
Growth Management Director
City of Palm Bay
120 Malabar Road S.E.
Palm Bay, Florida 32907

With a copy to:
City Attorney
City of Palm Bay
120 Malabar Road S.E.
Palm Bay, Florida 32907

Any party may change the address to which any such notice, report, demand or other instrument is to be delivered or mailed, by furnishing written notice of such change to the other parties, but no such notice of change shall be effective unless and until received by the other party.

6. **Governing law and venue**. This Agreement shall be constructed and governed in accordance with the laws of the State of Florida and the ordinances of the City. All parties agree that this Agreement is governed by the terms of the Impact Fee Ordinance and other applicable City ordinances. All applicable terms of those Ordinances are to be considered incorporated by reference. If there is any inconsistency found between this Agreement and such Ordinances or applicable law, those Ordinances or law shall prevail and be applicable. The parties to this Agreement have participated fully in the negotiation and preparation of this Agreement and this Agreement shall not be more strictly construed against any one of the parties.

7. The Agreement any Exhibits or addendum constitute the entire Agreement and understanding of the parties and shall not be modified or amended except by a written agreement executed by the parties.

8. No third-party beneficiary. This Agreement is made for the sole benefit and protection of the parties and no other persons shall have any right of action under this Agreement. This Agreement shall be binding upon the parties and their respective successors and permitted assigns.

9. The Owner/Developer must be a feepayer to receive impact fee credits.

[Signature page to follow]

**IN WITNESS WHEREOF**, the Owner/Developer and the City have executed this Agreement as of the date first written above.

**OWNER/DEVELOPER**

*Witnesses:*

_____
Signature of Witness #1

By:_____

_____
Print or type name

Name:_____

Title:_____

_____
Signature of Witness #2

_____
Print or type name

**STATE OF FLORIDA**

**COUNTY OF BREVARD**

The foregoing instrument was acknowledged before me, **by means of ☐ physical presence or ☐ online notarization**, this ____ day of _____, _____ (year), by _____, as the President of Forestar (USA) Real Estate Group, Inc., Sworn to (or affirmed) and subscribed before me, **by means of ☐ physical presence or ☐ online notarization**, this ____ day of _____, 2022.

NOTARY SEAL/STAMP:

_____

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES ON: _____

**CITY OF PALM BAY,** a Florida municipal corporation

ATTEST:

_____ By: _____

Terese Jones, City Clerk J. Robert Medina, Mayor

Exhibit A

Project limits for Mara Loma Extension and the Journey Drive Extension

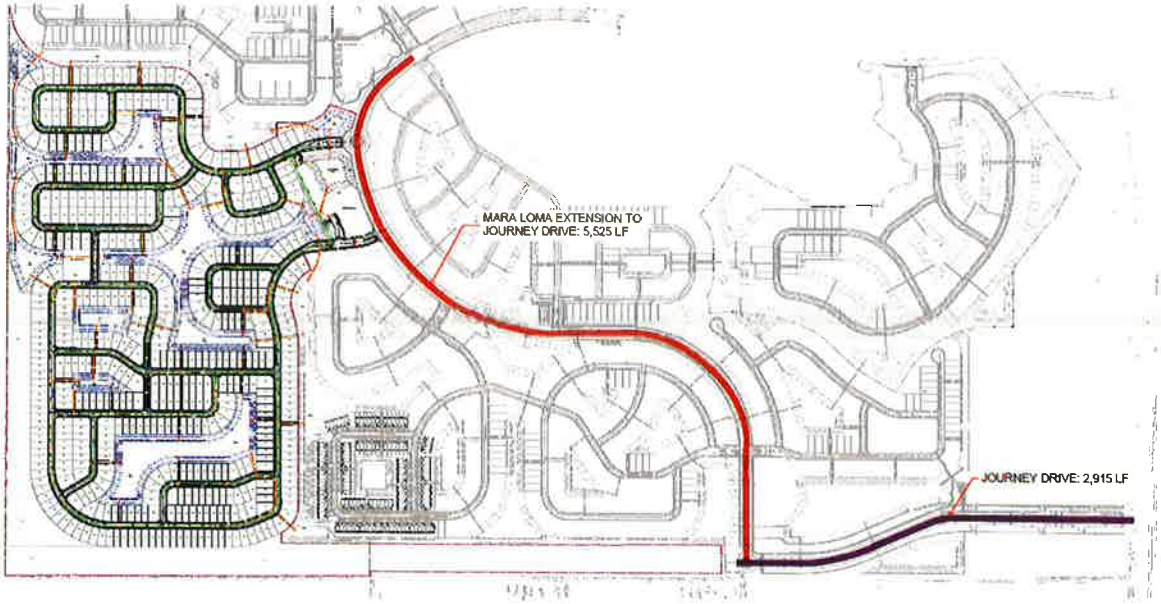



Exhibit B

**Table 11**
**Transportation Impact Summary**
**Cypress Bay West**

| Intersection | Improvement Description | Base Construction Cost | Survey, Design, CEI (38%) | Total Estimated Cost | Base Capacity (veh/h) | Improved Capacity (veh/h) | Peak Hour Project Traffic [3] | | | PS % | PS Cost |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | Peak Period | Total Volume | % of total [4] | | |
| 1. Babcock St. at Grant Rd. | Signalization [1] | $450,000.00 | $171,000.00 | $621,000.00 | 3,743 | 2,730 | AM | 134 | 9.36% | -13.23% | $58,150.94 |
| 2. Babcock St. at Cogan Dr. | One-sided widening; Exclusive turn-lanes [2] | $686,103.26 | $260,719.24 | $946,822.50 | 1,318 | 1,938 | AM | 257 | 19.92% | 41.45% | $392,473.20 |
| 4. Babcock St. at SJHP (Journey Dr. Ext.) | Western Leg Roadway Construction + Signal Modifications | $1,716,792.98 | $652,381.33 | $2,369,174.32 | 2,499 | 4,883 | PM | 984 | 40.97% | 41.28% | $977,880.67 |
| Mara Loma Blvd. | Roadway Extension | $2,319,211.10 | $881,300.22 | $3,200,511.32 | 0 | 1,340 | PM | 1,193 | 86.70% | 89.08% | $2,850,474.06 |
| **Total Estimated Proportionate Share (PS)** | | | | | | | | | | | **$4,278,978.87** |

# EXHIBIT "H"

## ORDINANCE 2022-14 "CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT"

# ORDINANCE 2022-14

**AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, ESTABLISHING THE CYPRESS BAY WEST COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES; PROVIDING FOR NAMING THE INITIAL MEMBERS OF THE BOARD OF SUPERVISORS OF THE DISTRICT; ESTABLISHING THE NAME OF THE DISTRICT; DESIGNATING THE PURPOSE OF THE DISTRICT; DESIGNATING THE POWERS AND SPECIAL POWERS OF THE DISTRICT; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** Forestar (USA) Real Estate Group, Inc. ("Petitioner"), has filed a Petition with the City of Palm Bay, Florida, requesting that the City Council of the City of Palm Bay, Florida ("City"), adopt an ordinance establishing the Cypress Bay West Community Development District ("District") pursuant to Chapter 190, Florida Statutes, and designating the real property described in Exhibit "A", attached hereto, as the area of land for which the District is authorized to manage and finance basic service delivery, and

**WHEREAS**, the District will constitute a timely, efficient, effective, responsive and economic method of delivering community development services, in the area described in Exhibit "A", which the City is not able to provide at a level and quality needed to service the District, thereby providing a solution to the City's planning, management and financing needs for the delivery of capital infrastructure therein without overburdening the City and its taxpayers, and

**WHEREAS**, the City has held a public hearing on the Petition in accordance with the requirements and procedures of Section 190.005(1)(d), Florida Statutes, and

**WHEREAS**, the City has considered the record of the public hearing and the factors set forth in Section 190.005(1)(e), Florida Statutes.

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

**SECTION 1.** Finding of Fact. The City hereby finds and states that:

(A) The "WHEREAS" clauses stated above are adopted as findings of fact in support of this Ordinance;

(B) All statements contained in the Petition are true and correct;

(C) The creation of the District is not inconsistent with any applicable element or portion of the State Comprehensive Plan or the City's Comprehensive Plan;

(D) The area of land within the proposed District is of sufficient size, is sufficiently compact and is sufficiently contiguous to be developable as one functional interrelated community;

(E) The creation of the District is the best alternative available for delivering community development services and facilities to the area that will be served by the District;

(F) The proposed community development services and facilities to be provided by the District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities; and

(G) The area that will be served by the District is amenable to separate, special-district government.

**SECTION 2.** Conclusions of Law.

(A) This proceeding is governed by Chapter 190, Florida Statutes;

(B) The City has jurisdiction pursuant to Section 190.005(2), Florida Statutes; and

(C) The granting of the Petition complies with the dictates of Chapter 190, Florida Statutes.

**SECTION 3.** Creation, Boundaries and Powers. There is hereby created the Cypress Bay West Community Development District for the area of land described in Exhibit "A", attached hereto, which shall exercise the powers of Sections 190.011, and 190.012(1), (2)(a), (d) and (f), and (3), Florida Statutes, and which shall operate in accordance with the uniform community development district charter as set forth in Sections 190.006-190.041, Florida Statutes, including the special powers provided under Section 190.012(1), (2)(a), (d) and (f), and (3), Florida Statutes.

**SECTION 4.** Initial Board. The following five persons are designated as the initial members of the Board of Supervisors:

Roger VanAuker
John Wiggins
Bill Fife
Chris Tyree
Robin Bronson

**SECTION 5.** Effective Date. The provisions within this ordinance shall be effective immediately upon the enactment date.

**SECTION 6.** Severability. If any section, subsection, sentence, clause, provision, or other part of this ordinance is held invalid for any reason, the remainder of this ordinance shall not be affected thereby but shall remain in full force and effect.

Read in title only at Meeting 2022-04, held on February 17, 2022; and read in title only and duly enacted at Meeting 2022-05, held on March 3, 2022.

Rob Medina, MAYOR

ATTEST:

Terese M. Jones, CITY CLERK

Reviewed by CAO: PDS

Applicant: Forestar (USA) Real Estate Group, Inc.

cc: 03-04-22 Applicant
Case File
Brevard County Recording

The City of Palm Bay Florida

# LEGISLATIVE MEMORANDUM

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

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

**THRU:** **Alexandra Bernard, Growth Management Director**

**DATE:** **4/7/2022**

**RE:** **Resolution 2022-16, granting a conditional use to allow a proposed self-storage facility in CC (Community Commercial District) zoning on property located west of and adjacent to Minton Road, in the vicinity south of Chandler Road (6.09 acres) (Case CU-10-2022, Richard and Marguerite Love). (Quasi-Judicial Proceeding)**

Mr. Richard Love (Barry Sherman, S3 Partners, Rep.) has submitted for a Conditional Use to allow a proposed self-storage facility in a CC, Community Commercial District. The vacant land is located west of and adjacent to Minton Road NE, and abuts Pineapple Cove Charter School to the west.

The proposed self-storage site will consist of ten single-story buildings comprised of one 40,400 square-foot building and nine buildings with an average of 5,800 square feet. The looped stacking on the site and internal driveway connections will provide for safe off-street movement of vehicles. The site will be accessed from an eastern driveway proposed along Minton Road NW. Parking requirements for internally and externally accessed units must be met, and staff recommends a six-foot opaque wall or fence be placed along the west property lines. City Council has the authority to impose any 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-10-2022, subject to the staff comments contained in the staff report.

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

**ATTACHMENTS:**

**Description**

Case CU-10-2022 - Staff Report
Case CU-10-2022 - Site Plan
Case CU-10-2022 - Project
Case CU-10-2022 - Application

Case CU-10-2022 - Correspondence
Case CU-10-2022 - Board Minutes
Resolution 2022-16
Resolution 2022-16, Exhibit A
Resolution 2022-16, Exhibit B

# STAFF REPORT

## LAND DEVELOPMENT DIVISION

120 Malabar Road SE • Palm Bay, FL 32907 • Telephone: (321) 733-3042
landdevelopmentweb@palmbayflorida.org

**Prepared by**
Alexandra Bernard, Growth Management Director

| **CASE NUMBER** | **PLANNING & ZONING BOARD HEARING DATE** |
|---|---|
| CU-10-2022 | March 2, 2022 |

| **PROPERTY OWNER & APPLICANT** | **PROPERTY LOCATION/ADDRESS** |
|---|---|
| Richard Love (S3 Partners – Barry Sherman) | Tax Parcels 752, 753, and 755 Section 36, Township 28, Range 36, Brevard County, Florida. Specifically, off Minton Road NE |

| | |
|---|---|
| **SUMMARY OF REQUEST** | A Conditional Use to allow a proposed self-storage facility in a CC, Community Commercial District. |
| **Existing Zoning** | CC, Community Commercial District |
| **Existing Land Use** | Vacant Land, Commercia |
| **Site Improvements** | Vacant Land |
| **Site Acreage** | 6.09 acres |

**SURROUNDING ZONING & USE OF LAND**

| | |
|---|---|
| **North** | CC, Commercial, Vacant Land |
| **East** | CC, Commercial, Vacant Land |
| **South** | CC, Commercial, Vacant Land |
| **West** | CC, Commercial, Vacant Land |

| | |
|---|---|
| **COMPREHENSIVE PLAN COMPATIBILITY** | Yes |

**BACKGROUND:**

The subject property is located west of and adjacent to Minton Road NE. Specifically Tax Parcels 752, 753, and 755, Section 36, Township 28, Range 36, Brevard County, Florida. Specifically, off Minton Road NE. The subject property is currently vacant land that abuts Pineapple Cove Charter School to the west and vacant land on the East, South and North. This request includes approximately 6.09 acres of land.

**ANALYSIS:**

The proposed request is to develop 6.09 acres of land as a self-storage facility, master stormwater retention. The proposed self-storage facility will consist of 10 buildings (1 – one story building 40,400 square feet of climate controlled space and 9 – one story buildings with an average square footage 5,800) and associated parking.

**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.

According to the conceptual site plan, the site will be accessed from the proposed eastern driveway located along the Minton Road NW.

**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.

The City's Land Development Code states that self-storage facilities have the following parking requirements. (30) Self-storage facilities:

(a) Internally-accessed self-storage facilities (indoor, climate-controlled):

1. One (1) space for each 25 units, plus three (3) spaces for the facility's lease office.

(b) Externally-accessed facilities (drive-up storage units):

1. At least three (3) parking spaces shall be provided adjacent to the facility's lease office. Interior traffic lanes between storage buildings shall be a minimum of thirty-five (35) feet wide for two-way traffic and a minimum of twenty-five (25) feet for one-way

traffic, in order to accommodate loading and unloading, as well as through and/or emergency traffic.

This proposed self-storage facility will meet the parking requirements.

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

The Utilities Department has reviewed this request and has no objections to the proposed self-storage facility. 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 parcel of land for which this development is proposed is currently vacant land. The site abuts vacant land to the north, Minton Road to the east, Pineapple Cove Academy to the west, and a retention pond to the south. Staff recommends a 6-foot opaque wall or fence be placed along the west property lines.

**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.

A detached sign is not shown on the drawing, however if a detached sign is proposed it must meet the minimum setback requirements. 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.

The project has been designed with sufficient drive aisles and ample on-site maneuverability. Moreover, the looped stacking on the site and internal driveway connections will provide for the safe off-street movement of vehicles.

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

The proposed use is permitted (via conditional use). The site is bordered by Pineapple Cove School to the west, east by Minton Road, to the north and south is vacant land.

**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.

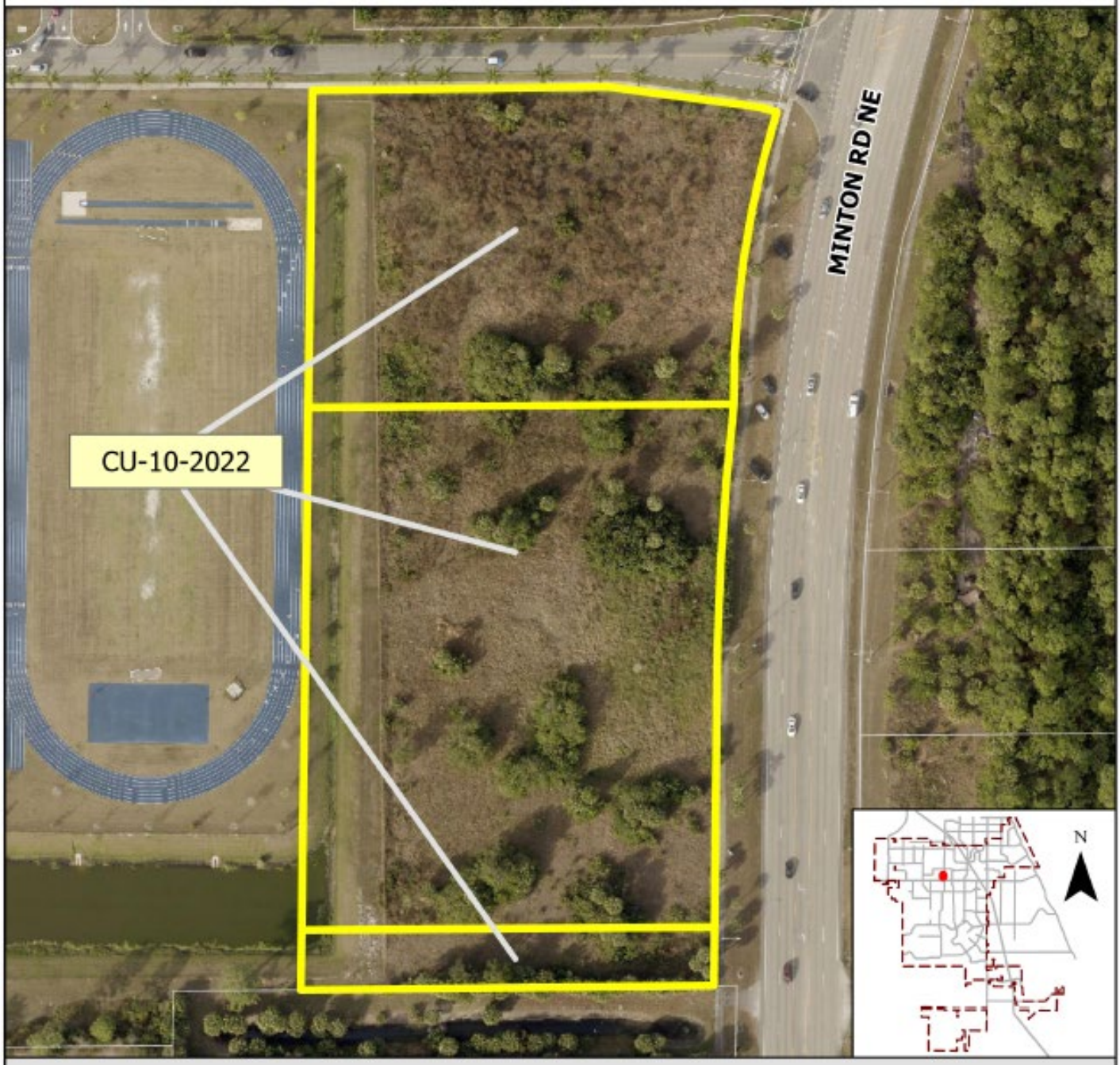
The Board and Council have the authority and right to impose any additional and justifiable safeguards, and/or conditions, to ensure that the facility operates safely and harmoniously with its surroundings.

**STAFF RECOMMENDATION:**

Case CU-10-2022 is recommended for approval, subject to the staff comments contained in this report.

The City of Palm Bay Florida

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



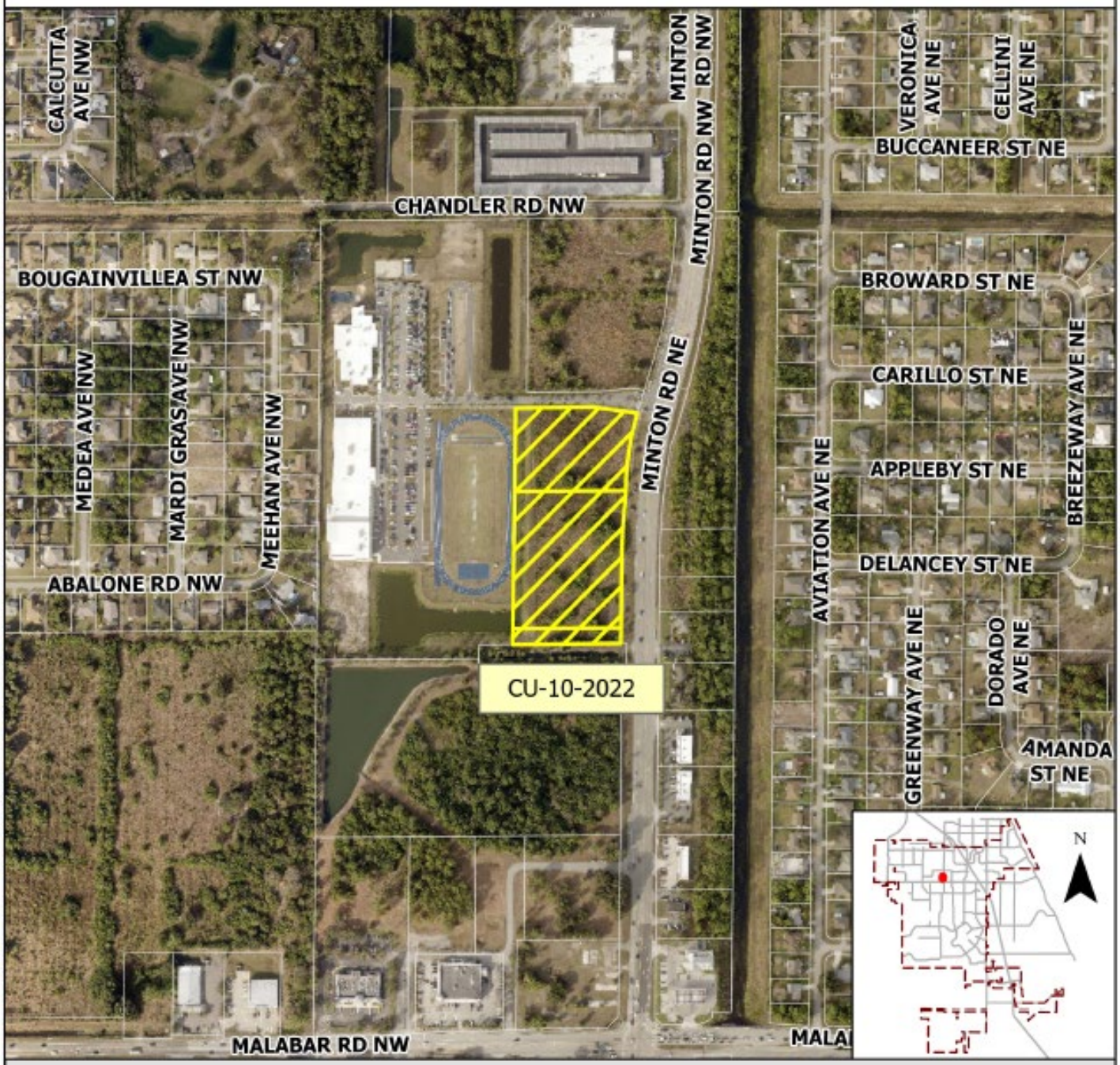

# SITE LOCATION MAP CASE: CU-10-2022

**Subject Property**

West of and adjacent to Minton Road NW, in the vicinity south of Chandler Road NW

The City of Palm Bay Florida

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



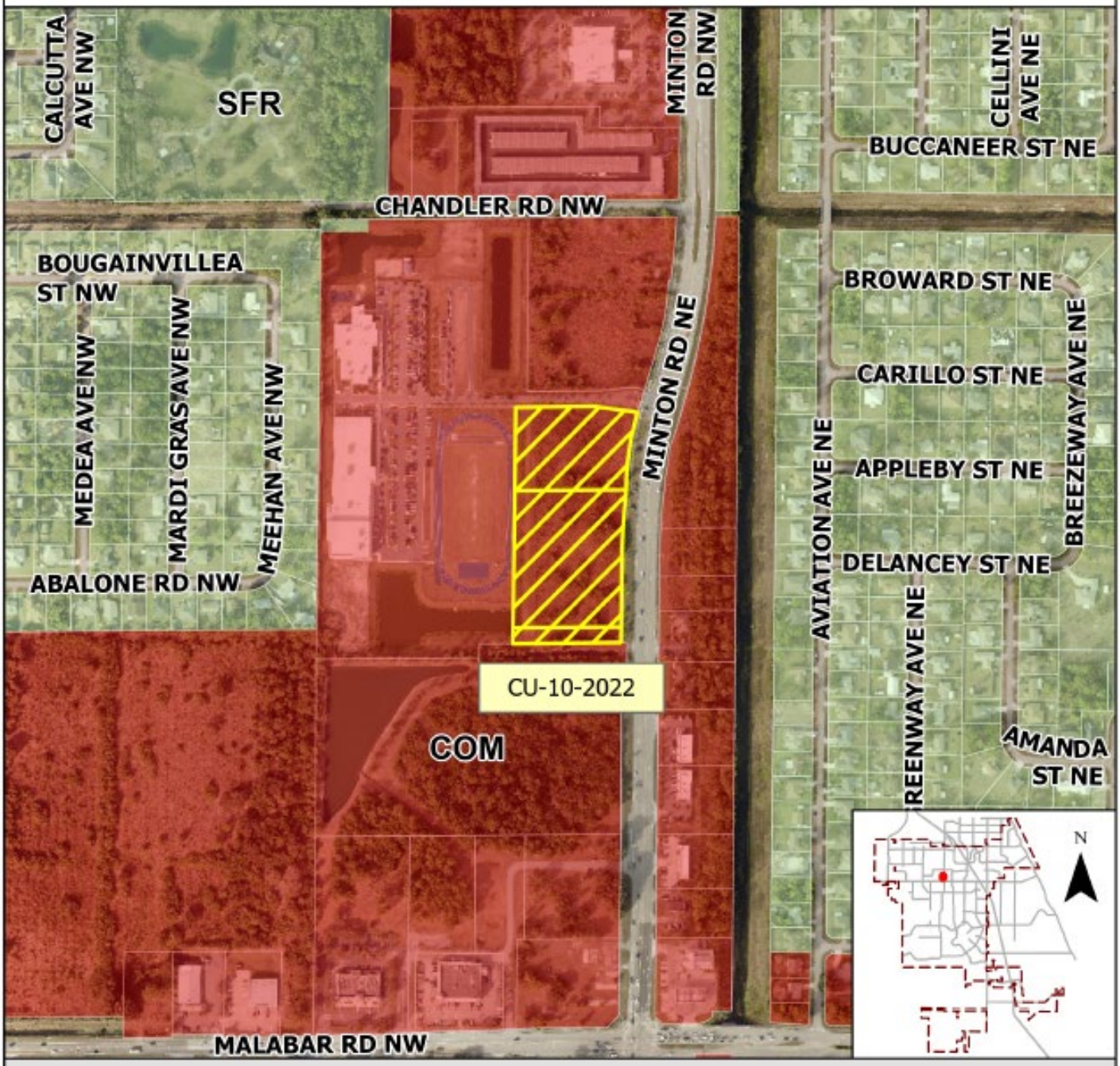

# AERIAL LOCATION MAP CASE: CU-10-2022

**Subject Property**

West of and adjacent to Minton Road NW, in the vicinity south of Chandler Road NW

The City of Palm Bay Florida

*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-10-2022

**Subject Property**

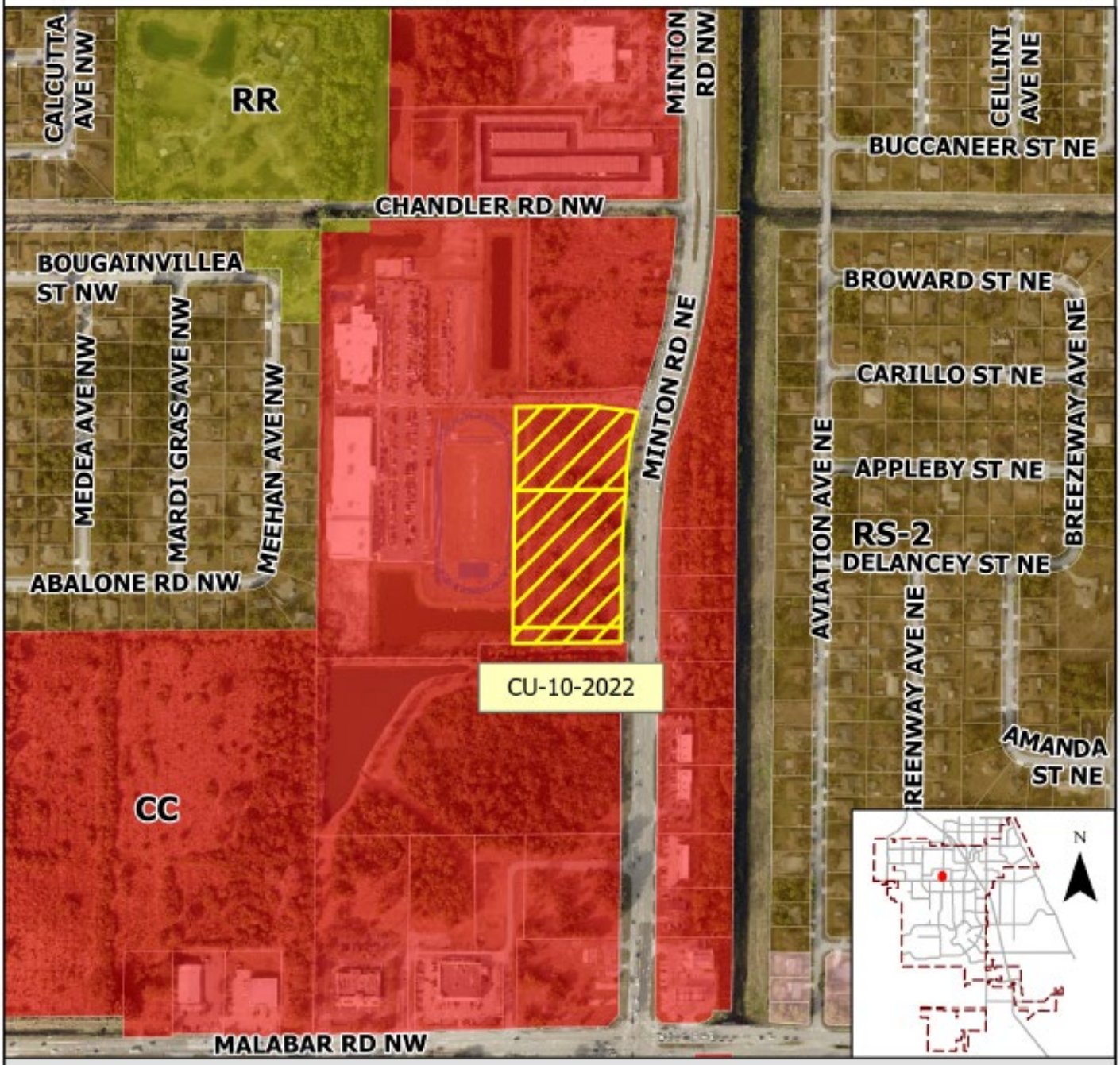
West of and adjacent to Minton Road NW, in the vicinity south of Chandler Road NW

**Future Land Use Classification**

COM – Commercial

The City of Palm Bay Florida

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



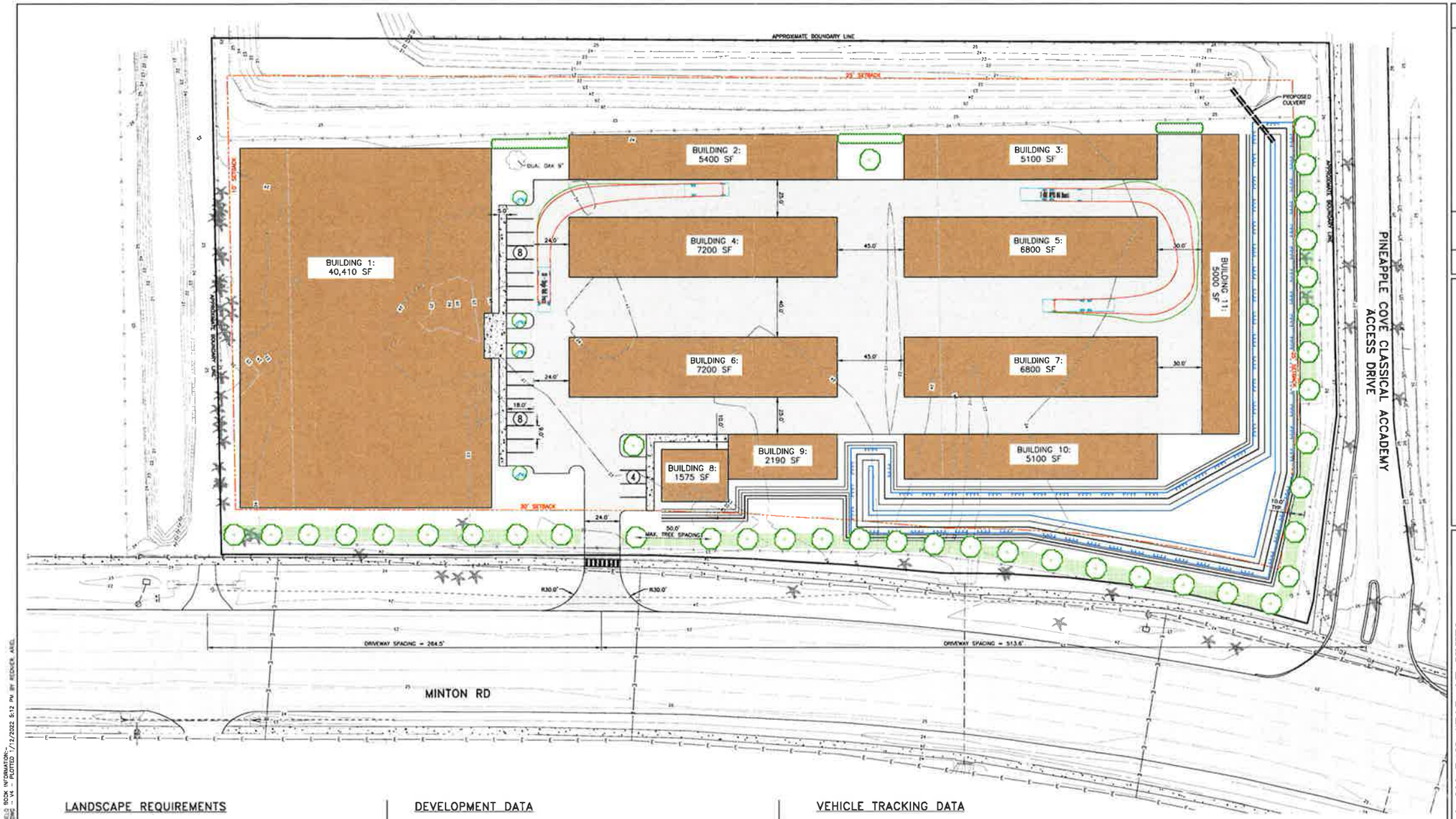

# ZONING MAP CASE: CU-10-2022

**Subject Property**

West of and adjacent to Minton Road NW, in the vicinity south of Chandler Road NW

**Current Zoning Classification**

CC – Community Commercial




## LANDSCAPE REQUIREMENTS

| | REQUIRED | PROVIDED |
|---|---|---|
| R/W LANDSCAPE BUFFER: | 1 TREE/30 LF<br>1 SHRUB/2LF<br>E R/W: 724.34'/30 = 24.14 TREES<br>724.34'/2 = 362.17 SHRUBS<br>N R/W: 376.75'/30 = 12.56 TREES<br>376.75'/2 = 188.38 SHRUBS | 25 TREES<br>363 SHRUBS<br>13 TREES<br>189 SHRUBS |
| INTERNAL LANDSCAPE BUFFER: INSTITUTIONAL USE | 6' HIGH SHRUB/ WALL/ DURRABLE BARRIER SCREENING ABUTTING PARKING AREAS | YES |
| INTERNAL LANDSCAPE BUFFER | 1 TREE/35LF ABUTTING PARKING AREA OR 1 TREE/35LF OF 50% OF COMMON LOT LINE<br>S LOT LINE: 98.5'/35 = 2.81<br>0.5*332.82'/35 = 4.75<br>W LOT LINE: 117'/35 = 3.34<br>0.5*740.45/35 = 10.56 | 5 TREES<br><br>11 TREES |

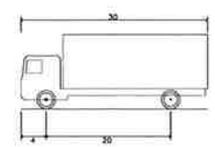
## PARKING REQUIREMENTS

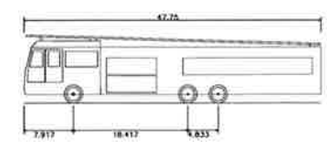
| | REQUIRED | PROVIDED |
|---|---|---|
| CONDITIONED STORAGE UNITS | 1 SPACE/25 UNITS + 3 SPACES (OFFICE USE)<br>405 UNITS/25 + 3 = 19.2 | 20 SPACES |
| DRIVE-UP STORAGE UNITS | 3 SPACES (OFFICE USE) | – |

## DEVELOPMENT DATA

| | REQUIRED | PROVIDED |
|---|---|---|
| CONDITIONED STORAGE UNITS | 43% | 44% |
| DRIVE-UP STORAGE UNITS | 57% | 56% |
| TOTAL PARCEL AREA | – | 6.09 AC (265,280.40 SF) |
| BUILDING COVERAGE | 35% MAX = 2.13 AC (92848.14 SF) | 2.13 AC (92775 SF) |
| BUILDING HEIGHT | 70' MAX | |
| BUILDING SETBACKS | FRONT – 30'<br>SIDE INTERIOR – 10'<br>SIDE CORNER – 25'<br>REAR – 25' | |
| IMPERVIOUS AREA | 75% MAX = 4.57 AC (198960.3 SF) | BUILDINGS = 92775 SF<br>ASPHALT = 58251.63 SF<br>SIDEWALK = 1885 SF<br>TOTAL = 152911.63 SF (3.51 AC) |
| NUMBER OF UNITS | – | CONDITIONED – 405<br>DRIVE-UP – 281 |
| DRIVEWAYS | MINIMUM SPACING – 50'<br>MAX 2 PER PARCEL | ONE 24' TWO-WAY DRIVEWAY |

## VEHICLE TRACKING DATA




| SU – SINGLE UNIT TRUCK | |
|---|---|
| OVERALL LENGTH | 30.000ft |
| OVERALL WIDTH | 8.500ft |
| OVERALL BODY HEIGHT | 11.958ft |
| MIN. BODY GROUND CLEARANCE | 1.455ft |
| TRACK WIDTH | 8.500ft |
| LOCK-TO-LOCK TIME | 5.00s |
| CURB TO CURB TURNING RADIUS | 42.000ft |

| E-ONE HP85 MID MOUNT | |
|---|---|
| OVERALL LENGTH | 47.750ft |
| OVERALL WIDTH | 8.333ft |
| OVERALL BODY HEIGHT | 11.000ft |
| MIN. BODY GROUND CLEARANCE | 1.393ft |
| TRACK WIDTH | 8.333ft |
| LOCK-TO-LOCK TIME | 8.00s |
| MAX WHEEL ANGLE | 45.00° |

N

30 15 0 30 60
SCALE IN FEET

| REV# | DATE | DESCRIPTION | BY |
|---|---|---|---|
| | | | |

WADE TRIM
2100 Ponce de Leon Boulevard, Suite 940
Coral Gables, FL 33134
(786) 347-1450
wadetrim.com
Certificate of Authorization No. 30892

# PALM BAY STORAGE UNITS
for LEGACY DEVELOPERS LLC.
MINTON ROAD NW, PALM BAY, FL 32907

PRELIMINARY SITE PLAN

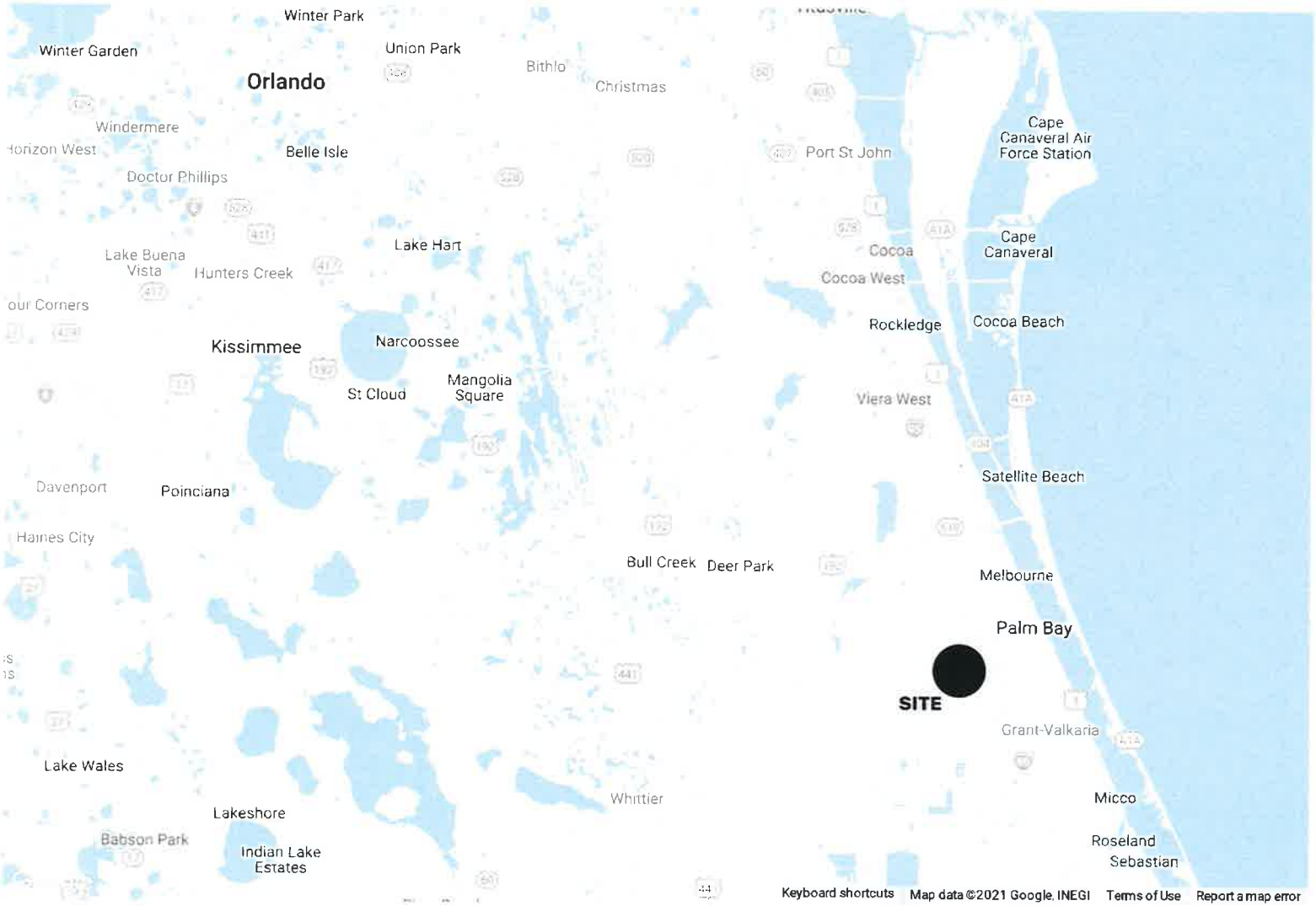
ISSUED FOR: DATE: BY:

JOB NO. LGD2001.01A

SHEET C1.0

© Wade Trim Group, Inc. PALM BAY STORAGE UNITS

PROJECT MANAGER: –
C:\PW_WORKING\WADE_TRIM_JAXCDX\D1156888\LCD-BASE_LCD2001-01A-V4.DWG – V4 – PLOTTED 1/12/2022 5:12 PM BY BECKER, ABEL
FIELD BOOK INFORMATION: –




## PROJECT INFO

### PALM BAY STORAGE

MINTON ROAD PALM BAY, FLORIDA
32970

THIS PACKAGE CONTAINS A PROPOSED STORAGE DEVELOPMENT IN THE CITY OF PALM BAY FL AT MINTON ROAD

## DEVELOPMENT TEAM

### LEGACY DEVELOPMENT

JOE EVANGELISTI
BRIAN BROGAN

### S3 PARTNERS

BARRY SHERMAN

### HAUSER ARCHITECTS

CURTIS KOLDEWAY

# PALM BAY STORAGE

01 - COVER

01.18.2022

# PALM BAY STORAGE

02 - ARIAL

01.18.2022

LEGACY

HAUSER ARCHITECTS

| GROSS BUILDING AREA | |
|---|---|
| NAME | AREA |
| CONDITIONED STORAGE | 40164 SF |
| DRIVE UP STORAGE | 50790 SF |
| OFFICE | 1575 SF |
| | 92529 SF |

# PALM BAY STORAGE

03 - ARCHITECTURAL SITE PLAN

01.18.2022

LEGACY

HAUSER ARCHITECTS

# PALM BAY STORAGE

04 - PERSPECTIVES

01.18.2022

LEGACY

HAUSER ARCHITECTS

# PALM BAY STORAGE

05 - PERSPECTIVES

01.18.2022

LEGACY

HAUSER ARCHITECTS

# PALM BAY STORAGE

06 - PERSPECTIVES

01.18.2022

LEGACY

HAUSER ARCHITECTS

# PALM BAY STORAGE

07 - PERSPECTIVES

01.18.2022

LEGACY

HAUSER ARCHITECTS

# PALM BAY STORAGE

08 - PERSPECTIVES

01.18.2022

LEGACY

HAUSER ARCHITECTS

The City of Palm Bay Florida

**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):**

28-36-36-00-752, 753, and 755

**TAX ACCOUNT NUMBER(S):**

2816694, 2816695, and 2816697

**PROPERTY ADDRESS:**

6164 Minton Rd NW

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

6.2 acres +/-

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

CC

**CONDITIONAL USE SOUGHT:**

Self Storage facility with approximately 92,000 sf of storage in 9 unconditioned buildings and 1 conditioned building.

**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.

**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)]

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

- [x] *$650.00 Application Fee. Make Check payable to "City of Palm Bay."
- [x] 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.)
- [x] Site Sketch (See page 2 for requirements). **Also provide the site sketch on Memory Drive**.
- [x] Citizen Participation Plan. Refer to Section 169.005 of the Land Development Code for guidelines.
- [x] 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.
- [x] **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** S3 Partners- Barry Sherman

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** _____ **Date** 2-1-2022

**Printed Name** RICHARD Love

**Full Address** 265 LANSING ISLAND DR Satellite Bch FL 32937

**Telephone** 321-759-5554 **Email** NSDL@outlook.com

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

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

- [x] *$650.00 Application Fee. Make Check payable to "City of Palm Bay."
- [x] 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.)
- [x] Site Sketch (See page 2 for requirements). **Also provide the site sketch on Memory Drive**.
- [x] Citizen Participation Plan. Refer to Section 169.005 of the Land Development Code for guidelines.
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- [x] **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** S3 Partners- Barry Sherman

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** [signature] **Date** 2-04-22

**Printed Name** MARGUERITE LOVE

**Full Address** 265 LANSING ISLAND DR. SATELLITE BEACH, FL

**Telephone** 321 777-0068 **Email** NSDZ@outlook.com

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

February 1, 20 22

**Re: Letter of Authorization**

***As the property owner of the site legally described as:***

parcels 28-36-36-00-752, 753, and 755

***I,*** Owner Name: Richard Love

Address: 265 Lansing Island Dr, Satellite Bch FL 32937

Telephone: 321-759-5554

Email: N5DL@outlook.com

***hereby authorize:***

Representative: S3 Partners - Barry Sherman

Address: 8082 S Interport Blvd #200 Englewood CO 80112

Telephone: 303-746-7013

Email: barry@s3.partners

***to represent the request(s) for:***

CUP - self storage

(Property Owner Signature)

STATE OF Florida

COUNTY OF Brevard

DONNA GARSON
Commission # HH 031440
Expires October 29, 2024
Bonded Thru Troy Fain Insurance 800-385-7019

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 2 day of February, 20 22 by Richard Love, property owner.

DONNA GARSON, Notary Public

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

Feb. 4, 20 22

**Re: Letter of Authorization**

***As the property owner of the site legally described as:***

parcels 28-36-36-00-752, 753, and 755

***I,*** Owner Name: Marguerite Love

Address: 265 Lansing Island Dr. Sat. Bch. Fl.

Telephone: 321-777-0068

Email: NSDL@outlook.com

***hereby authorize:***

Representative: S3 Partners - Barry Sherman

Address: 8082 S Interport Blvd #200 Englewood CO 80112

Telephone: 303-746-7013

Email: barry@s3.partners

***to represent the request(s) for:***

CUP - self storage

(Property Owner Signature)

DONNA GARSON
Commission # HH 031440
Expires October 29, 2024
Bonded Thru Troy Fain Insurance 800-385-7019

STATE OF Florida

COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 4 day of February, 20 23 by Marguerite Love, property owner.

Donna Garson, Notary Public

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

# CASE CU-10-2022

## CORRESPONDENCE

| | |
|---|---|
| **From:** | Barry Sherman |
| **To:** | monet@s3.partners; Brian Brogan; Mark Sherman; Thaddeus Campbell |
| **Subject:** | Fwd: self storage on Minton |
| **Date:** | Tuesday, February 22, 2022 10:14:14 PM |

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This was sent this evening. Barry

Barry Sherman
303.746.7013

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**From:** sixcoconuts <sixcoconuts@protonmail.com>
**Sent:** Tuesday, February 22, 2022 7:33:56 PM
**To:** barry@s3.partners <barry@s3.partners>
**Subject:** self storage on Minton

Good evening,

I am a property owner near the proposed site of another self storage facility in Palm Bay. While I understand developers and politicians already have their decision made and asking the surrounding property owners is a formality, I will take this opportunity to voice my opinion, as limited as it is. I do not support this proposed development. Another storage unit facility continues the industrialization of the community. Palm Bay has such potential to be a family oriented community and to flatten another area, pour it full of concrete, build a storage facility, and call it business does what to IMPROVE the quality of living of the citizens?

A very concerned person,
Deborah Ward

Sent with ProtonMail Secure Email.

CITY OF PALM BAY, FLORIDA

PLANNING AND ZONING BOARD/
LOCAL PLANNING AGENCY
REGULAR MEETING 2022-03

Held on Wednesday, March 2, 2022, 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.

Ms. Leeta Jordan called the meeting to order at approximately 7:00 p.m.

Mr. Donald Boerema led the Pledge of Allegiance to the Flag.

**ROLL CALL:**

| | | |
|---|---|---|
| **CHAIRPERSON:** | Leeta Jordan | Present |
| **MEMBER:** | Philip Weinberg | Present |
| **MEMBER:** | Donald Boerema | Present |
| **MEMBER:** | Khalilah Maragh | Present |
| **MEMBER:** | Randall Olszewski | Present |
| **MEMBER:** | Rainer Warner | Present |
| **MEMBER:** | Vacant | |
| **NON-VOTING MEMBER:** | David Karaffa<br>(School Board Appointee) | Absent |

Ms. Vicki Northrup mistakenly was in attendance as a member of the board. No board actions taken during the meeting were impacted by Ms. Northrup's presence.

**CITY STAFF:** Present were Ms. Alexandra Bernard, Growth Management Director; Ms. Joan Junkala, Deputy City Manager; Ms. Stephanie Kelly, Planner; Ms. Ximena Escobar, Recording Secretary; Ms. Jennifer Cockcroft, Deputy City Attorney.

**ELECTION OF VICE CHAIRPERSON:**

Nominations were made for election of Vice Chairperson.

Motion by Mr. Warner to elect Ms. Khalilah Maragh.

The floor was opened and closed for public comments; there were no comments from the audience, and there was no correspondence in the file.

Motion to submit Case V-8-2022 to City Council for approval.

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

**Aye:** Jordan, Weinberg, Boothroyd, Maragh, Olszewski, Warner.

2. ****CU-9-2022 - CONTINUED to 04/06 P&Z - Summit Shah, Sunshine Petro, Inc. (Carmine Ferraro, Crossover Commercial Group, Inc., Rep.) - A Conditional Use to allow retail automotive gasoline/fuel sales for a proposed fuel station, convenience store and drive-through, in a CC, Community Commercial District, in accordance with Section 185.043(D)(3) of the Palm Bay Code of Ordinances. Tax Parcel 603, Section 15, Township 29, Range 37, Brevard County, Florida, containing approximately 1.5 acres. Located at the northeast corner of Babcock Street SE and Valkaria Road**

Ms. Bernard informed the board that Case CU-9-2022 was continued to the April 6, 2022 Planning and Zoning Board meeting to meet sign notification requirements. No board action was required to continue the case.

Case CU-9-2022 would be heard by the City Council on May 5, 2022.

3. ****CU-10-2022 - Palm Bay Storage – Richard and Marguerite Love (Barry Sherman, S3 Partners, Rep.) - A Conditional Use to allow a proposed self-storage facility in a CC, Community Commercial District, in accordance with Section 185.088(F) of the Palm Bay Code of Ordinances. Tax Parcels 752, 753, and 755, Section 36, Township 28, Range 36, Brevard County, Florida, containing approximately 6.09 acres. Located west of and adjacent to Minton Road NW, in the vicinity south of Chandler Road NW**

Ms. Bernard presented the staff report for Case CU-10-2022. Staff recommended Case CU-10-2022 for approval, subject to the staff comments contained in the staff report.

Mr. Barry Sherman with S3 Partners (representative for the applicant) stated that Legacy Development was the developer for the proposed single-story self-storage facility. The temperature-controlled, fully secured storage facility would be under class A management, and all screening, setbacks, and architectural standards would be met or exceeded. There would be no outside storage or noise and low lighting. The project would proceed to the site plan review stage of development.

Mr. Boerema asked if the applicant was in agreement with the code requirements indicated in the staff report. Mr. Sherman confirmed that the applicant agreed with the staff requirements and planned to work with staff during the site plan review process to determine whether a landscape buffer could meet the opaque screening requirement on the west side of the property facing the charter school.

Mr. Olszewski indicated a concern regarding stormwater retention based on the amount of concrete and impervious surfaces typically located at storage facilities. Mr. Sherman said that a local engineering group would work with City engineering staff, and the preliminary layout for the development had taken into consideration the runoff volume, rainfall events, and erosion control. There would also be a process in place to handle trash and debris. Mr. Olszewski encouraged the use of the City's Sustainability Action Plan.

Mr. Weinberg wanted to be sure that the subject site would have a driveway separate from Pineapple Cove Academy. Mr. Sherman confirmed that this was correct. The project would have its own driveway off Minton Road NW.

Mr. Weinberg noted that all developments required stormwater management systems to meet local codes and St. Johns River Water Management District regulations.

Mr. Warner inquired if there were other plans for the site if the conditional use was not granted. Mr. Sherman stated that the developer only dealt with storage facilities.

The floor was opened and closed for public comments; there were no comments from the audience, and there was one correspondence of opposition in the file.

Motion to submit Case CU-10-2022 to City Council for approval, subject to the staff comments contained in the report.

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

**Aye:** Jordan, Weinberg, Boothroyd, Maragh, Olszewski, Warner.

4. ****PD-11-2022 - Cricket Drive Subdivision – Anthony Scotto, Whybrew Court, LLC (Jake Wise, P.E., Construction Engineering Group, LLC, Rep.) - A Preliminary Development Plan to allow a proposed PUD for a 57-lot single-family residential development called Cricket Drive Subdivision. Tax Parcel 257 along with Lot 1 of Block 2177, Port Malabar Unit 29, Section 33, Township 28, Range 37, Brevard County, Florida, containing approximately 20.36 acres. Located north of and adjacent to Cricket Drive NE, in the vicinity between Nolan Street NE and Nogales Avenue NE, specifically at 825 Cricket Drive NE**

   Case PD-11-2022 was discussed under Announcements, Item 1.

5. **CP-10-2022 - Hiawatha Bay – Rajeev Saxena (Scott Wotherspoon, Hiawatha Bay, LLC, Rep.) - A small-scale Comprehensive Plan Future Land Use Map amendment from Commercial Use and Single-Family Residential Use to Multiple-Family Residential Use. Lots 3 through 6 and 9 through 12, Block C, Hiawatha Gardens, Section 13, Township 28, Range 37, Brevard County, Florida, containing approximately 1.33 acres. Located adjacent to and between Wabun Street NE and Dixie Highway NE, in the vicinity north of Nokomis Avenue NE**

   Ms. Bernard presented the staff report for Case CP-10-2022. Staff recommended Case CP-10-2022 for approval.

   Mr. Scott Wotherspoon with Hiawatha Bay, LLC (representative for the applicant) stated how the proposed multiple-family residential designation fit better with the surrounding single-family residential neighborhood than the current commercial land use. He commented on the possibility of a shared driveway onto Dixie Highway NE with the multiple-family property to the north to reduce traffic issues. Drainage would

# RESOLUTION 2022-16

**A RESOLUTION OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, GRANTING A CONDITIONAL USE TO ALLOW A PROPOSED SELF-STORAGE FACILITY IN CC (COMMUNITY COMMERCIAL DISTRICT) ZONING; WHICH PROPERTY IS LOCATED WEST OF AND ADJACENT TO MINTON ROAD, IN THE VICINITY SOUTH OF CHANDLER ROAD, AND LEGALLY DESCRIBED HEREIN; GRANTING THE USE AS A CONDITIONAL USE; PROVIDING FOR CONSTRUCTION TO BE IN COMPLIANCE WITH THE SITE PLAN; PROVIDING FOR A COMMENCEMENT PERIOD; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** application for a conditional use in CC (Community Commercial District) zoning for a proposed self-storage facility on property legally described herein, has been made by Richard and Marguerite Love, and

**WHEREAS,** the request was duly considered by the Planning and Zoning Board of the City of Palm Bay on March 2, 2022, 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 satisfied by the applicant, and

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

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

***SECTION 1.*** The City Council of the City of Palm Bay hereby grants a conditional use for a proposed self-storage facility on property zoned CC (Community Commercial District), which property is legally described as follows:

Tax Parcels 752, 753, and 755, of the Public Records of Brevard County, Florida; Section 36, Township 28S, Range 36E; containing 6.09 acres, more or less.

***SECTION 2.*** The conditional use is granted subject to the applicant complying with the following:

A) Constructing the self-storage facility 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

J) All provisions of the Code of Ordinances of the City of Palm Bay and all other state and federal rules, regulations, and statutes.

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

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

This resolution was duly enacted at Meeting 2022- , of the City Council of the City of Palm Bay, Brevard County, Florida, held on , 2022.

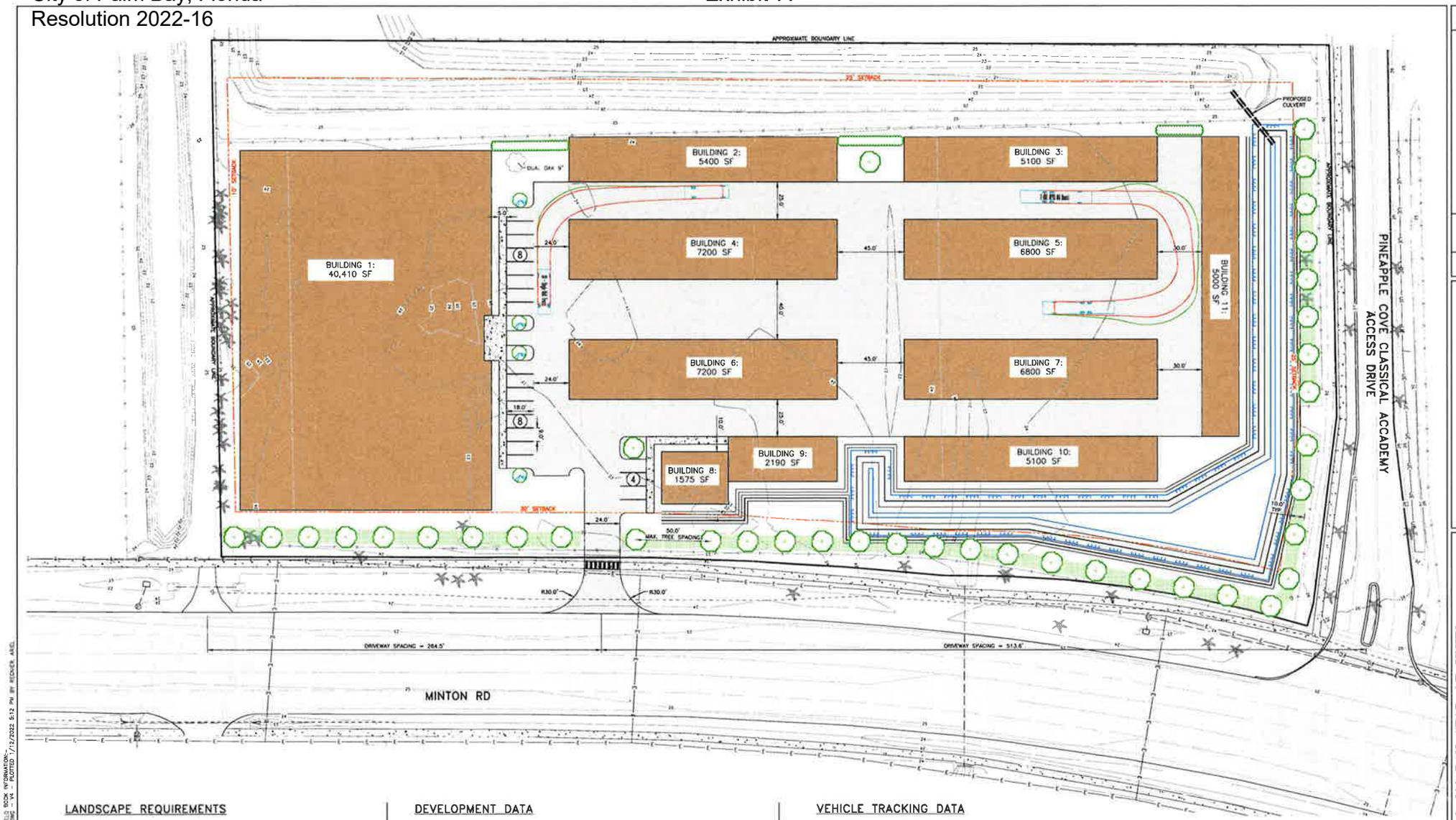
_____
Rob Medina, MAYOR

ATTEST:

_____
Terese M. Jones, CITY CLERK

Applicant: Richard and Marguerite Love
Case: CU-10-2022

cc: (date) Brevard County Recording
Applicant
Case File




## LANDSCAPE REQUIREMENTS

| | REQUIRED | PROVIDED |
|---|---|---|
| R/W LANDSCAPE BUFFER: | 1 TREE/30 LF<br>1 SHRUB/2LF<br>E R/W: 724.34'/30 = 24.14 TREES<br>724.34'/2 = 362.17 SHRUBS<br>N R/W: 376.75'/30 = 12.56 TREES<br>376.75'/2 = 188.38 SHRUBS | 25 TREES<br>363 SHRUBS<br>13 TREES<br>189 SHRUBS |
| INTERNAL LANDSCAPE BUFFER: INSTITUTIONAL USE | 6' HIGH SHRUB/ WALL/ DURRABLE BARRIER SCREENING ABUTTING PARKING AREAS | YES |
| INTERNAL LANDSCAPE BUFFER | 1 TREE/35LF ABUTTING PARKING AREA OR 1 TREE/35LF OF 50% OF COMMON LOT LINE<br>S LOT LINE: 98.5'/35 = 2.81<br>0.5*332.82'/35 = 4.75<br>W LOT LINE: 117'/35 = 3.34<br>0.5*740.45/35 = 10.56 | 5 TREES<br><br>11 TREES |

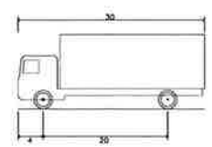
## PARKING REQUIREMENTS

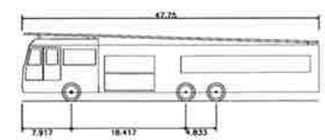
| | REQUIRED | PROVIDED |
|---|---|---|
| CONDITIONED STORAGE UNITS | 1 SPACE/25 UNITS + 3 SPACES (OFFICE USE)<br>405 UNITS/25 + 3 = 19.2 | 20 SPACES |
| DRIVE-UP STORAGE UNITS | 3 SPACES (OFFICE USE) | – |

## DEVELOPMENT DATA

| | REQUIRED | PROVIDED |
|---|---|---|
| CONDITIONED STORAGE UNITS | 43% | 44% |
| DRIVE-UP STORAGE UNITS | 57% | 56% |
| TOTAL PARCEL AREA | – | 6.09 AC (265,280.40 SF) |
| BUILDING COVERAGE | 35% MAX = 2.13 AC (92848.14 SF) | 2.13 AC (92775 SF) |
| BUILDING HEIGHT | 70' MAX | |
| BUILDING SETBACKS | FRONT – 30'<br>SIDE INTERIOR – 10'<br>SIDE CORNER – 25'<br>REAR – 25' | |
| IMPERVIOUS AREA | 75% MAX = 4.57 AC (198960.3 SF) | BUILDINGS = 92775 SF<br>ASPHALT = 58251.63 SF<br>SIDEWALK = 1685 SF<br>TOTAL = 152711.63 SF (3.51 AC) |
| NUMBER OF UNITS | – | CONDITIONED – 405<br>DRIVE-UP – 281 |
| DRIVEWAYS | MINIMUM SPACING – 50'<br>MAX 2 PER PARCEL | ONE 24' TWO-WAY DRIVEWAY |

## VEHICLE TRACKING DATA




| SU – SINGLE UNIT TRUCK | |
|---|---|
| OVERALL LENGTH | 30.000ft |
| OVERALL WIDTH | 8.500ft |
| OVERALL BODY HEIGHT | 11.958ft |
| MIN. BODY GROUND CLEARANCE | 1.455ft |
| TRACK WIDTH | 8.500ft |
| LOCK-TO-LOCK TIME | 5.00s |
| CURB TO CURB TURNING RADIUS | 42.000ft |

| E-ONE HP85 MID MOUNT | |
|---|---|
| OVERALL LENGTH | 47.750ft |
| OVERALL WIDTH | 8.333ft |
| OVERALL BODY HEIGHT | 11.000ft |
| MIN. BODY GROUND CLEARANCE | 1.393ft |
| TRACK WIDTH | 8.333ft |
| LOCK-TO-LOCK TIME | 8.00s |
| MAX WHEEL ANGLE | 45.00° |

N

30 15 0 30 60
SCALE IN FEET

| REV# | DATE | DESCRIPTION | BY |
|---|---|---|---|

WADE TRIM
2100 Dunn Ave Long Beacon, Suite 940
Cape Canaveral, FL 32919
(407) 843-1030
www.wadetrim.com
Certificate of Authorization No. 30202

PALM BAY STORAGE UNITS
for LEGACY DEVELOPERS LLC.
MINTON ROAD NW, PALM BAY, FL 32907

PRELIMINARY SITE PLAN

ISSUED FOR: DATE: BY:

JOB NO. LGD2001.01A

SHEET C1.0

PALM BAY STORAGE UNITS

PROJECT MANAGER: –
C:\PW_WORKING\ACE-PBW_JARCOS\D0131\N0888\LCD-BASE_LCD2001-01A-V4.DWG – V4 – PLOTTED 1/12/2022 5:12 PM BY BECKER, ABEL
FIELD BOOK INFORMATION: –

# STAFF REPORT

## LAND DEVELOPMENT DIVISION

120 Malabar Road SE • Palm Bay, FL 32907 • Telephone: (321) 733-3042
landdevelopmentweb@palmbayflorida.org

**Prepared by**
Alexandra Bernard, Growth Management Director

**CASE NUMBER**
CU-10-2022

**PLANNING & ZONING BOARD HEARING DATE**
March 2, 2022

**PROPERTY OWNER & APPLICANT**
Richard Love (S3 Partners – Barry Sherman)

**PROPERTY LOCATION/ADDRESS**
Tax Parcels 752, 753, and 755 Section 36, Township 28, Range 36, Brevard County, Florida. Specifically, off Minton Road NE

**SUMMARY OF REQUEST** A Conditional Use to allow a proposed self-storage facility in a CC, Community Commercial District.

| | |
|---|---|
| **Existing Zoning** | CC, Community Commercial District |
| **Existing Land Use** | Vacant Land, Commercia |
| **Site Improvements** | Vacant Land |
| **Site Acreage** | 6.09 acres |

**SURROUNDING ZONING & USE OF LAND**

| | |
|---|---|
| **North** | CC, Commercial, Vacant Land |
| **East** | CC, Commercial, Vacant Land |
| **South** | CC, Commercial, Vacant Land |
| **West** | CC, Commercial, Vacant Land |

**COMPREHENSIVE PLAN COMPATIBILITY** Yes

**BACKGROUND:**

The subject property is located west of and adjacent to Minton Road NE. Specifically Tax Parcels 752, 753, and 755, Section 36, Township 28, Range 36, Brevard County, Florida. Specifically, off Minton Road NE. The subject property is currently vacant land that abuts Pineapple Cove Charter School to the west and vacant land on the East, South and North. This request includes approximately 6.09 acres of land.

**ANALYSIS:**

The proposed request is to develop 6.09 acres of land as a self-storage facility, master stormwater retention. The proposed self-storage facility will consist of 10 buildings (1 – one story building 40,400 square feet of climate controlled space and 9 – one story buildings with an average square footage 5,800) and associated parking.

**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.

According to the conceptual site plan, the site will be accessed from the proposed eastern driveway located along the Minton Road NW.

**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.

The City's Land Development Code states that self-storage facilities have the following parking requirements. (30) Self-storage facilities:

(a) Internally-accessed self-storage facilities (indoor, climate-controlled):

1. One (1) space for each 25 units, plus three (3) spaces for the facility's lease office.

(b) Externally-accessed facilities (drive-up storage units):

1. At least three (3) parking spaces shall be provided adjacent to the facility's lease office. Interior traffic lanes between storage buildings shall be a minimum of thirty-five (35) feet wide for two-way traffic and a minimum of twenty-five (25) feet for one-way

traffic, in order to accommodate loading and unloading, as well as through and/or emergency traffic.

This proposed self-storage facility will meet the parking requirements.

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

The Utilities Department has reviewed this request and has no objections to the proposed self-storage facility. 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 parcel of land for which this development is proposed is currently vacant land. The site abuts vacant land to the north, Minton Road to the east, Pineapple Cove Academy to the west, and a retention pond to the south. Staff recommends a 6-foot opaque wall or fence be placed along the west property lines.

**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.

A detached sign is not shown on the drawing, however if a detached sign is proposed it must meet the minimum setback requirements. 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.

The project has been designed with sufficient drive aisles and ample on-site maneuverability. Moreover, the looped stacking on the site and internal driveway connections will provide for the safe off-street movement of vehicles.

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

The proposed use is permitted (via conditional use). The site is bordered by Pineapple Cove School to the west, east by Minton Road, to the north and south is vacant land.

**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.

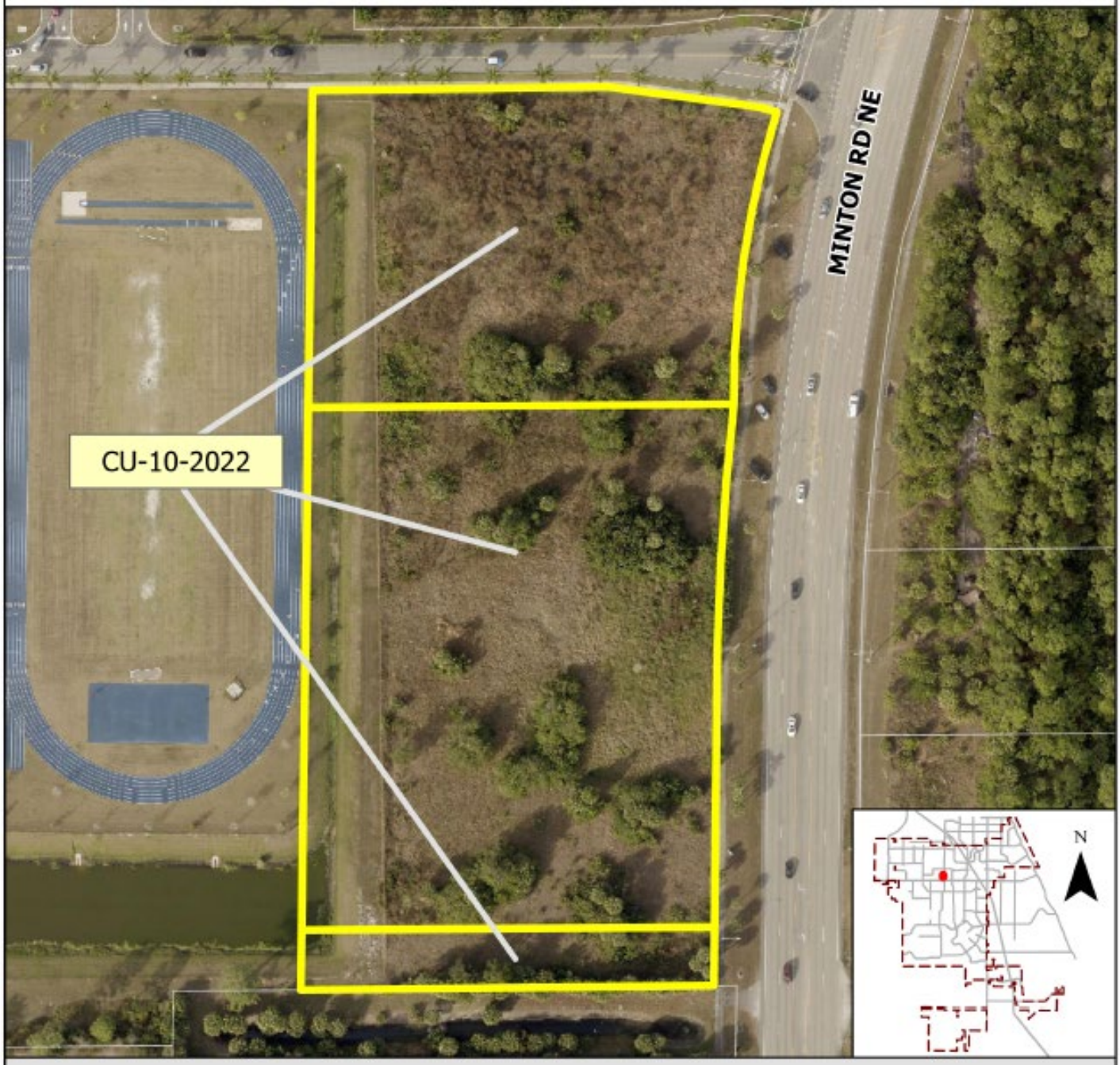
**STAFF RECOMMENDATION:**

Case CU-10-2022 is recommended for approval, subject to the staff comments contained in this report.

Exhibit 'B'

The City of Palm Bay Florida

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




## SITE LOCATION MAP CASE: CU-10-2022

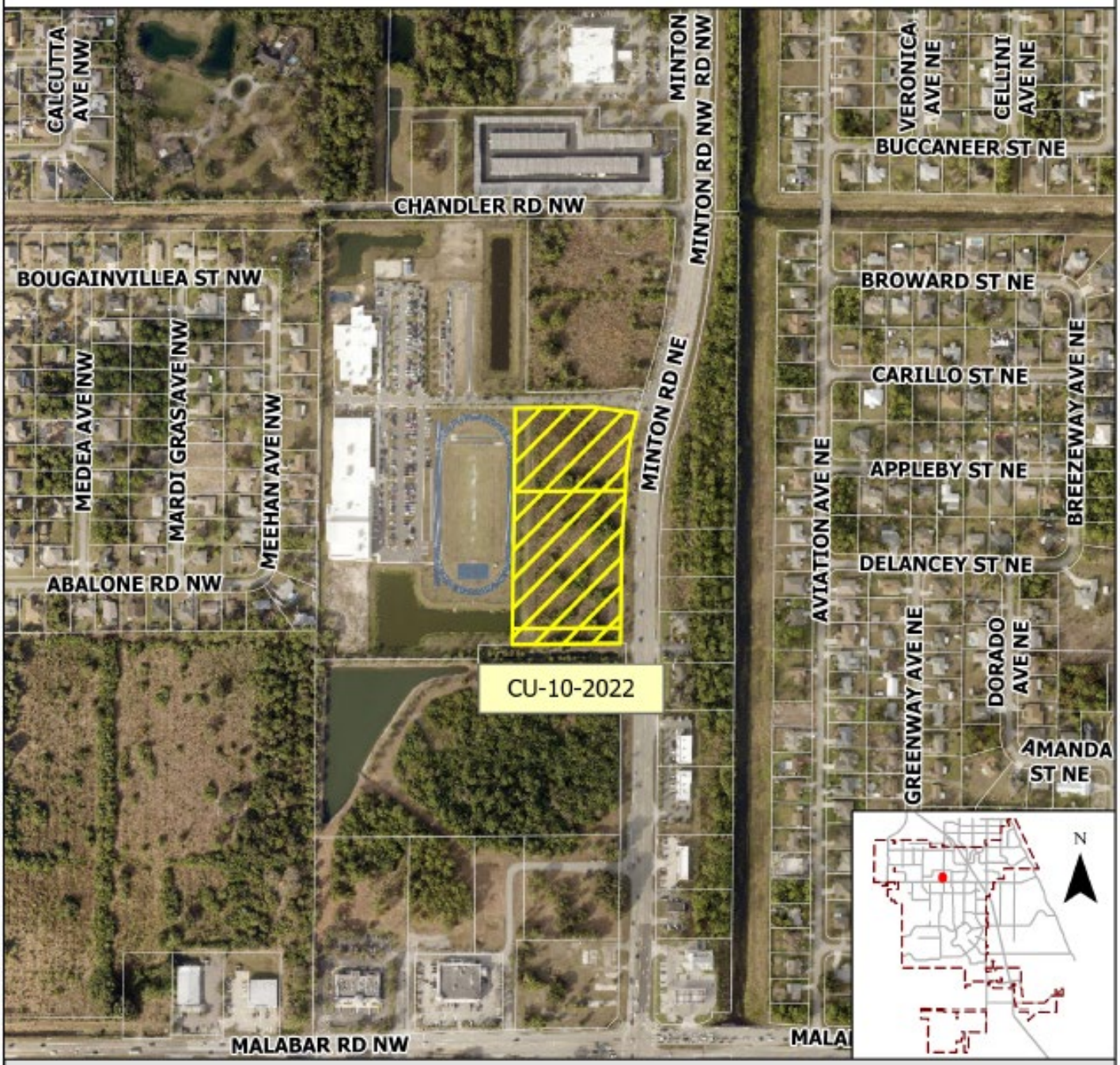
**Subject Property**

West of and adjacent to Minton Road NW, in the vicinity south of Chandler Road NW

Exhibit 'B'

The City of Palm Bay Florida

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




# AERIAL LOCATION MAP CASE: CU-10-2022

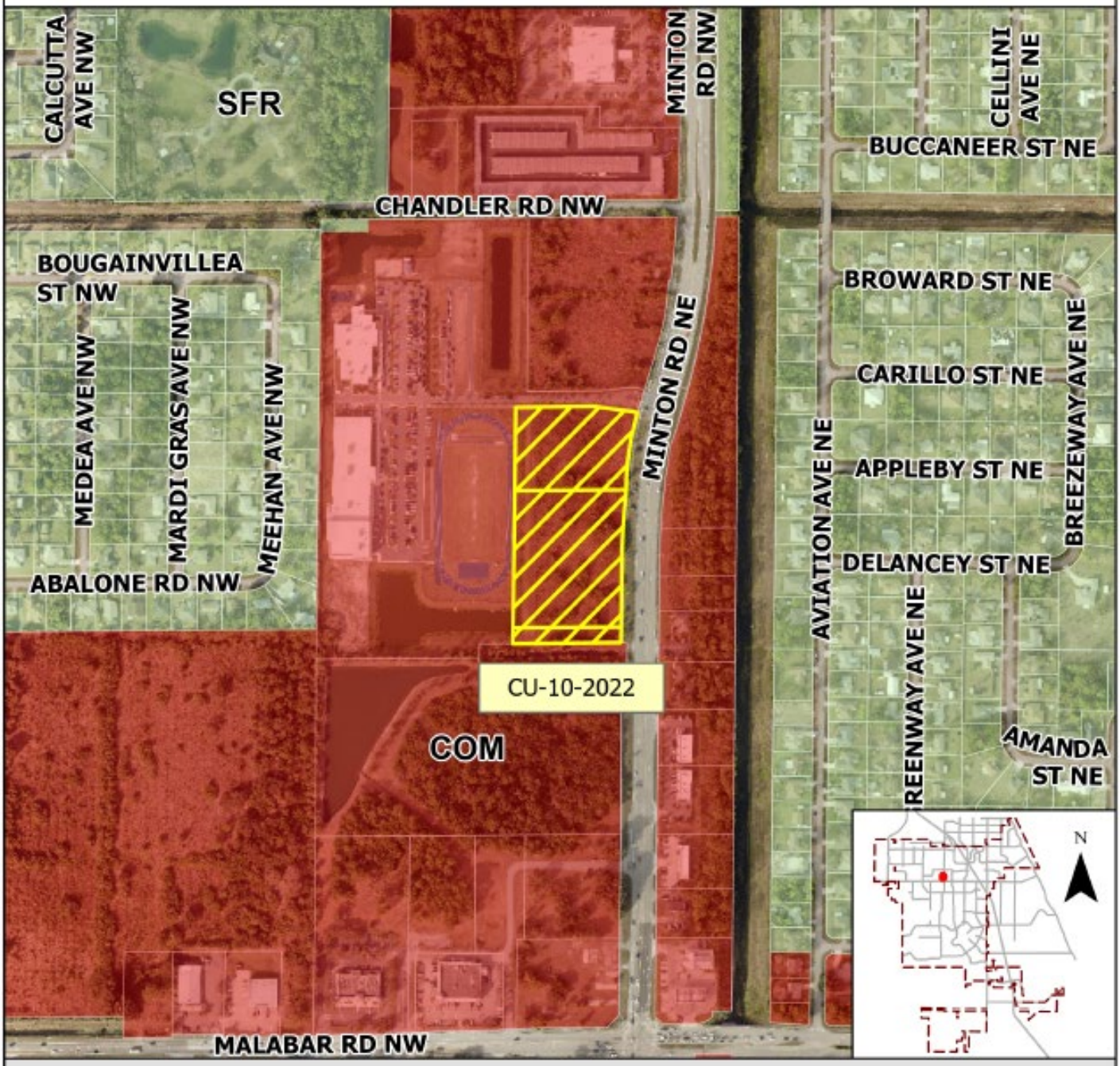
**Subject Property**

West of and adjacent to Minton Road NW, in the vicinity south of Chandler Road NW

Exhibit 'B'

The City of Palm Bay Florida

*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-10-2022

**Subject Property**

West of and adjacent to Minton Road NW, in the vicinity south of Chandler Road NW

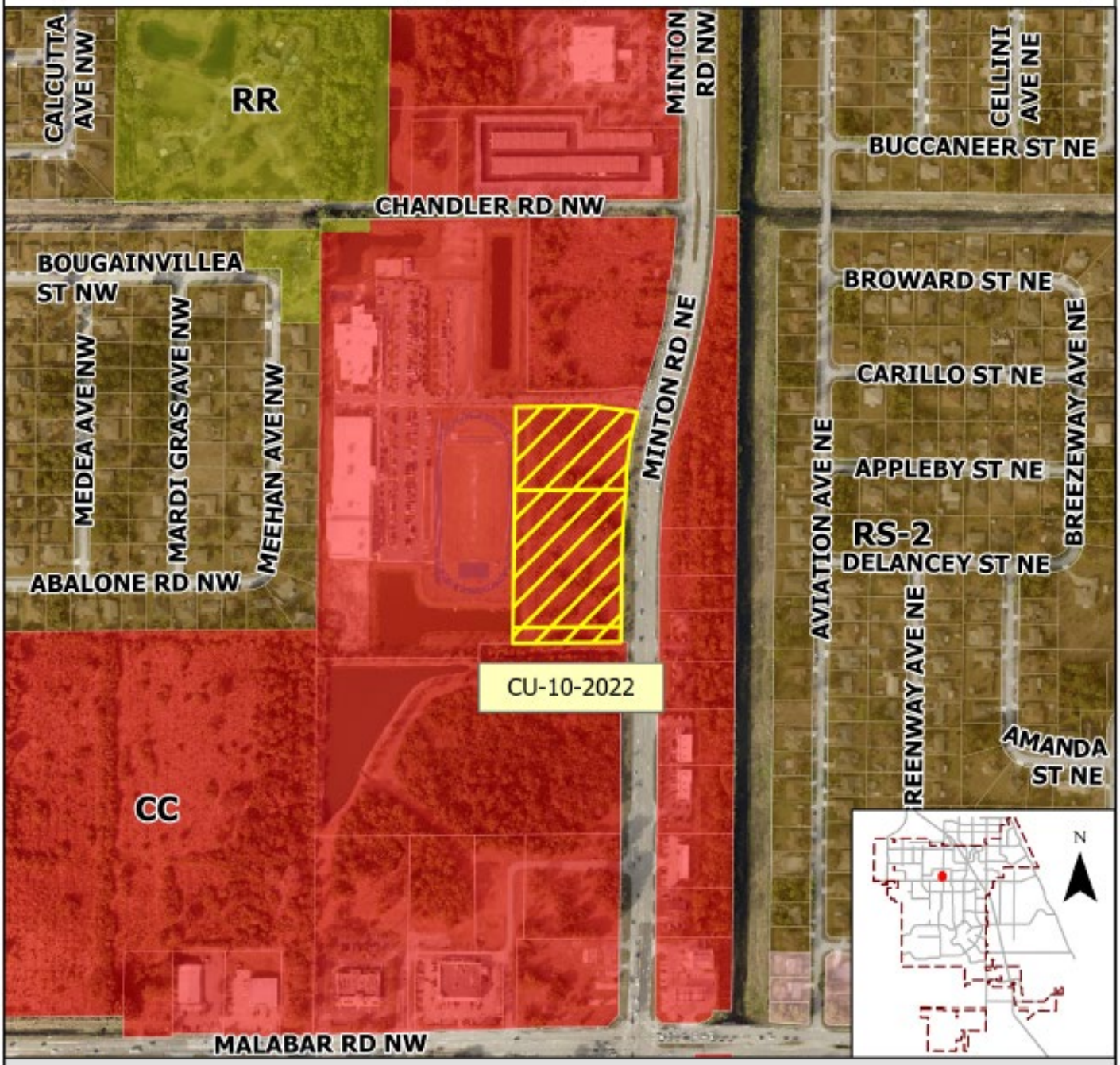
**Future Land Use Classification**

COM – Commercial

Exhibit 'B'

The City of Palm Bay Florida

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




## ZONING MAP CASE: CU-10-2022

**Subject Property**

West of and adjacent to Minton Road NW, in the vicinity south of Chandler Road NW

**Current Zoning Classification**

CC – Community Commercial

The City of Palm Bay Florida

# LEGISLATIVE MEMORANDUM

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

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

**THRU:** **Alexandra Bernard, Growth Management Director**

**DATE:** **4/7/2022**

**RE:** **Ordinance 2022-41, amending the City's Comprehensive Plan Future Land Use Map to change the designated use of property located west of and adjacent to Dixie Highway, in the vicinity south of Vignoles Avenue, from Commercial Use and Multiple-Family Residential Use to Bayfront Mixed Use (12.4 acres) (Case CP-6-2022, Robert Kittleson, Kit Investment of Florida / Carlos Gonzalez, Riverview Holdings Group, LLC / Eric Henry, Engineer Realty, LLC / Patrick and Kathleen Svoboda), only one reading required. (CONTINUED FROM 03/03/22 RCM)**

Kit Investment of Florida; Riverview Holdings Group, LLC; Engineer Realty, LLC; Mr. Patrick Svoboda and Ms. Kathleen Svoboda (Chad Riddle, WGI, Inc., Rep.) have submitted for a small-scale future land use map amendment from Commercial and Multi-Family to Bayfront Mixed Use. The five undeveloped parcels are located west of and adjacent to Dixie Highway NE within the Bayfront Redevelopment District.

The proposed land use change will allow for a high-quality, multiple-family residential development with some commercial uses. The property is not within the Coastal Management Area, or any of the Florida scrub-jay polygons identified in the City's Habitat Conservation Plan (HCP), and no other protected species are known to inhabit the site. The owner/developer will be responsible for extending water and sewer service to the site in accordance with current City regulations. A drainage plan and any stormwater management system will be reviewed and approved by the City and the appropriate agencies during the site plan review process.

**REQUESTING DEPARTMENT:**
Growth Management

**RECOMMENDATION:**
Motion to approve Case CP-6-2022.

**Planning and Zoning Board Recommendation:**
Unanimous approval of the request.

**ATTACHMENTS:**

**Description**

Case CP-6-2022 - Staff Report - Resubmittal

Case CP-6-2022 - Boundary Survey
Case CP-6-2022 - Legal Description
Case CP-6-2022 - Justification
Case CP-6-2022 - Application
Case CP-6-2022 - Board Minutes
Ordinance 2022-41

# STAFF REPORT

## LAND DEVELOPMENT DIVISION

120 Malabar Road SE • Palm Bay, FL 32907 • Telephone: (321) 733-3042
landdevelopmentweb@palmbayflorida.org

**Prepared by**
Alexandra Bernard, Growth Management Director

| **CASE NUMBER** | **PLANNING & ZONING BOARD HEARING DATE** |
|---|---|
| CP-6-2022 (Resubmittal) | March 2, 2022 |

| **PROPERTY OWNER & APPLICANT** | **PROPERTY LOCATION/ADDRESS** |
|---|---|
| Patrick & Kathleen Svoboda; KIT Investment of Florida, LLC; Engineer Realty, LLC; Riverview Holdings Group, LLC (Chad Riddle – WGI, Inc.) | Unit 1, Tract C, Plat of Port Malabar, Section 25, Township 28, Range 37; Lot 503, Section 30, Block 00, Township 28, Range 38; Lot 505, Section 30, Block 00, Township 28, Range 38; Lot 507, Section 30, Block 00, Township 28, Range 38; Lot 544, Section 30, Block 00, Township 28, Range 38; Brevard County, Florida; |

| | |
|---|---|
| **SUMMARY OF REQUEST** | The applicant is requesting a future land use map amendment from Commercial and Multi-Family to Bayfront Mixed Use. |
| **Existing Zoning** | HC, Highway Commercial District and RM-10, Multi-Family Residential |
| **Existing Land Use** | Vacant, Commercial and Multi-family |
| **Site Improvements** | Undeveloped Land |
| **Site Acreage** | 12.40 acres |

**SURROUNDING ZONING & USE OF LAND**

| | |
|---|---|
| **North** | RM-10, Single Family Residential District; Single-Family Homes; RM-20, Multi-Family Residential District; Condos |
| **East** | HC, Highway Commercial; Dixie Highway, US1; Restaurant |
| **South** | RM-20, Multi-Family Residential District; Apartment Complex |
| **West** | RS-2, Single Family Residential; Florida East Coast Railroad |

**BACKGROUND**:

The subject properties are located west of and adjacent to Dixie Highway NE, in the vicinity south of Port Malabar Blvd NE. There are 5 parcels that are included in this request.

**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-1 is to ensure a high-quality, diversified living environment through the efficient distribution of compatible land uses.

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 Comprehensive Plan (Plan) FLU Element Goal FLU-3 is to provide for economically viable commercial areas which promote a sound and diversified local economy and serve the retail and service needs of the City's residents.

The Comprehensive Plan (Plan) FLU Element Goal FLU-8 is to provide for a diverse and self-sustaining pattern of land uses that support the present and future population of the City of Palm Bay.

The subject parcels are located within the Bayfront Redevelopment District. The goal of the district is to create a pedestrian-friendly waterfront community with improved narrow streets, pathways leading to public spaces, attractive views, and a waterfront theme. The goal of the Bayfront Redevelopment Plan is to have the district be developed as an attractive, inviting, and economically successful mixed-use environment that promotes a positive image and identity for the community. The intended use for the 12.40-acre properties is a Multi-Family Residential development. Some commercial will be required with the proposed new development. The proposed land use amendment would be considered compatible. The change will allow for a high-quality, diversified living environment.

2. CONSERVATION ELEMENT

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

The subject property is not located within any of the Florida scrub-jay polygons identified in the City's Habitat Conservation Plan (HCP). No other protected species are known to inhabit the subject property. Any protected species that would be found on the subject property would need to be mitigated as required by State and Federal regulations and per Comprehensive Plan Policy CON-1.7B.

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

3. HOUSING ELEMENT

The proposed FLU amendment does not adversely impact the supply and variety of safe, decent, attractive, and affordable housing within the City. Instead, it will serve to create additional housing opportunities needed in Palm Bay.

4. INFRASTRUCTURE ELEMENTS

The City evaluates present and future water, sewer, drainage, and solid waste and assesses the ability of infrastructure 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. Public water and sewerage facilities are available at the site. If developed, the owner/developer will be responsible for extending service to the site in accordance with current City regulations.

**Drainage:** If developed, a drainage plan must be prepared in accordance with current regulations and approved by the City, along with appropriate outside agencies, including the St. Johns River Water Management District. Any proposed stormwater management system will be reviewed and approved by the City during the site plan review process.

**Solid Waste:** Solid Waste collection is propvided to the area by Republic Services, Inc. Sufficient capacity exists within the Brevard County Landfils to service the property.

5. INTERGOVERNMENTAL COORDINATION ELEMENT

**Public Schools:** The proposed FLU amendment to Bayfront Mixed Use will add housing units. Some impacts to the public-school system area are anticipated; however, considering the adjacent concurrency service areas, there is sufficient capacity.

6. RECREATION AND OPEN SPACE ELEMENT

The Recreation and Open Space Element addresses the current and future recreational needs of the City. Multi-family residential use does have more of a demand upon the Parks & Recreational Level of Service (LOS) standards than Single Family Residential Use. However,

this element 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. Therefore, the density increase would have a De minimus effect on the recreation LOS.

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. The land use change will not adversely affect the roadway level of service.

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-6-2022 is recommended for approval.

The City of Palm Bay Florida

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

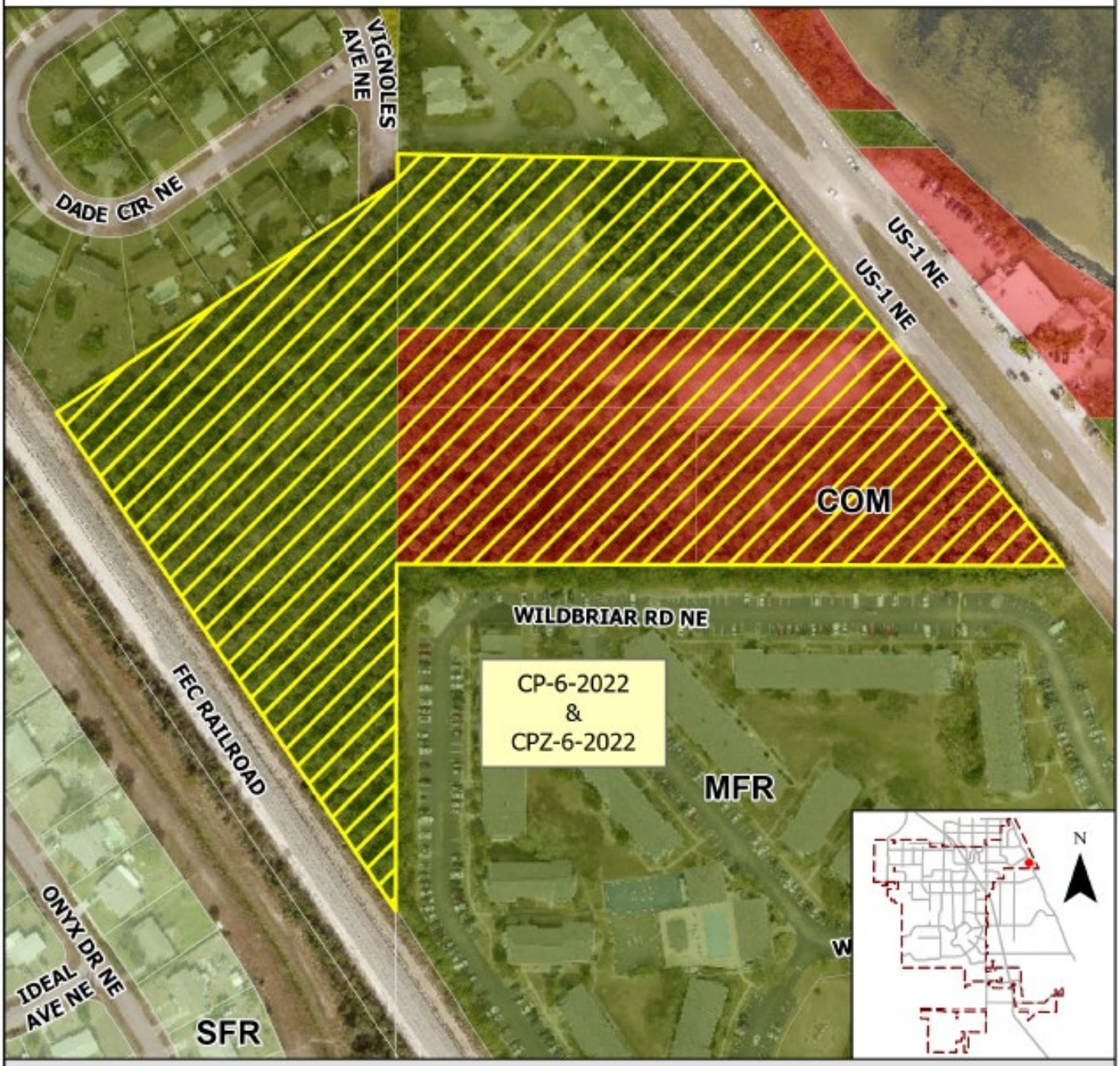
## AERIAL LOCATION MAP CASE: CP-6-2022 & CPZ-6-2022

**Subject Property**

West of and adjacent to US-1 NE, in the vicinity north of Wildbriar Rd NE

The City of Palm Bay Florida

*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-6-2022 & CPZ-6-2022

**Subject Property**

West of and adjacent to US-1 NE, in the vicinity north of Wildbriar Rd NE

**Future Land Use Classification**

COM, MFR – Commercial, Multi-Family Residential

The City of Palm Bay Florida

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

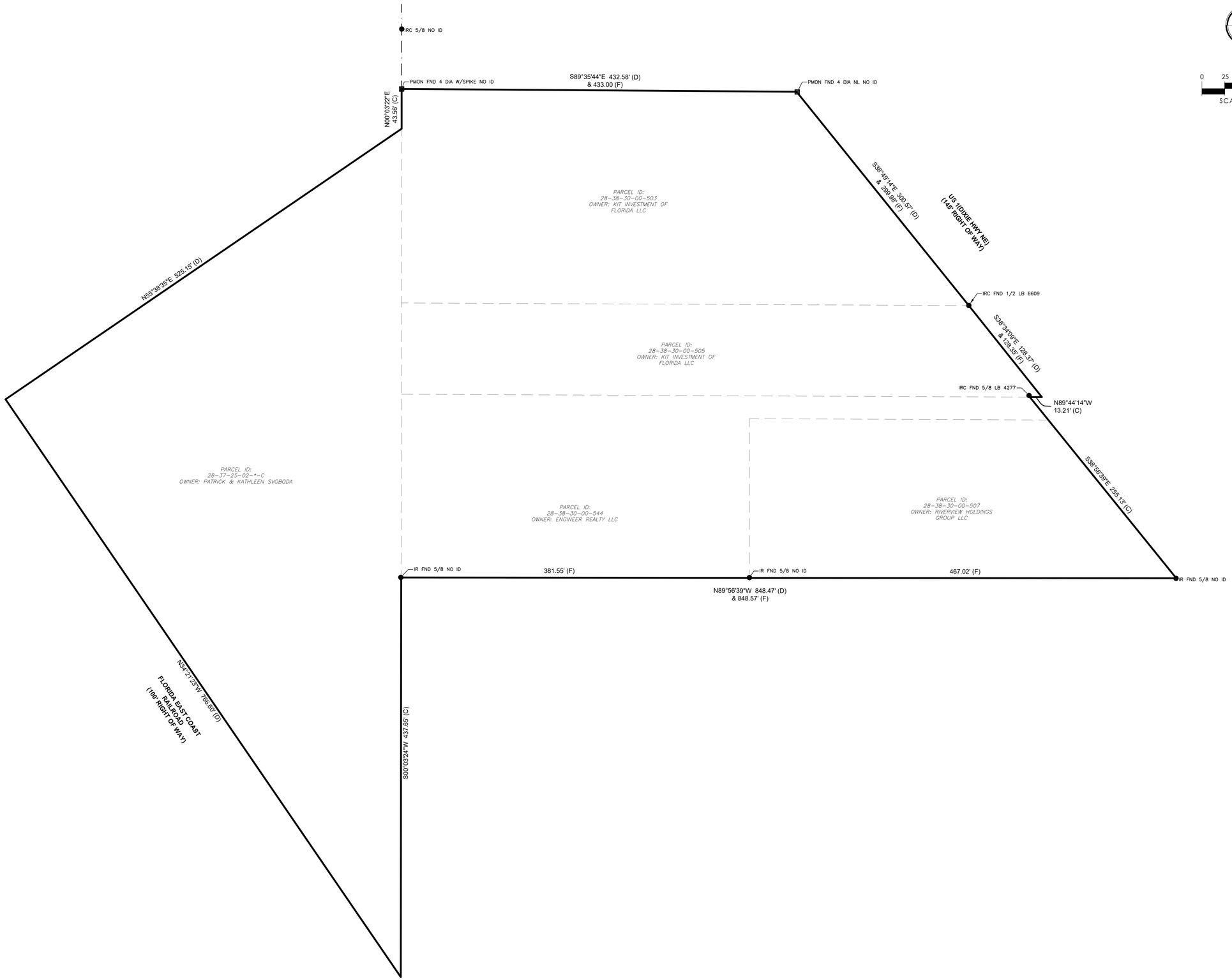
## ZONING MAP CASE: CP-6-2022 & CPZ-6-2022

**Subject Property**

West of and adjacent to US-1 NE, in the vicinity north of Wildbriar Rd NE

**Current Zoning Classification**

HC, RM-10 – Highway Commercial, Single-, Two-, Multi-Family Residential





WGI™
4371 U.S. Hwy 17 South, Suite 203, Fleming Island, FL 32003
Phone No. 866.909.2220 www.wginc.com
Cert No. 6091 - LB No. 7055


| NO. | DATE | DESCRIPTION | BY |
|---|---|---|---|
| | | REVISIONS | |

| | |
|---|---|
| CAD/7541003/#BDRY.DWG | |
| JOB NO. | 7541.00 |
| DRAWN BY | JO |
| CHECK BY | RFK |
| DATE | 01/17/2022 |

SURVEYOR OF RECORD
RYAN F. KETT
PSM# LS7113

# BOUNDARY SKETCH
# PALM BAY 3

SHEET:
1 OF 1

Kit Investment of Florida LLC

Legal Description

PARCEL 1

THAT PART WHICH LIES WEST OF THE RIGHT-OF-WAY OF U.S. HIGHWAY #1 (STATE ROAD #5) OF THE NORTH 100 FEET OF PROPERTY AS DESCRIBED IN DEED BOOK 257, AT PAGE 404; OF THE CURRENT PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, SUBJECT TO STATE ROAD RIGHT-OF-WAY.

ALSO KNOWN AS:

FROM THE WEST ¼ CORNER OF SECTION 30, TOWNSHIP 28 SOUTH, RANGE 38 EAST, RUN S 0 15'00" W ALONG THE WEST LINE OF SIAD SECTION 30 A DISTANCE OF 300.50 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE S 89 45'00" E A DISTANCE OF 619.95 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF U.S. HWY 1 (STATE ROAD 5); THENCE S 38 34'55" E ALONG SAID RIGHT OF WAY LINE OF U.S. 1 A DISTANCE OF 128.37 FEET; THENCE N 89 45'00" W A DISTANCE OF 700.44 FEET TO THE AFORESAID WEST LINE OF SECTION 30, THENCE N 0 15'00" E A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

PARCEL 2

BEGINNING AT AN IRON PIPE ON THE WEST LINE OF SECTION 30, TOWNSHIP 28 SOUTH, RANGE 38 EAST, BREVARD COUNTY, FLORIDA, WHICH IS 2343 FEET NORTH OF THE SW CORNER OF SAID SECTION 30; THENCE RUN NORTH 0 15' EAST ALONG THE WEST LINE OF SECTION 30, A DISTANCE OF 234.5 FEET TO AN IRON PIPE WHICH IS 66.00 FEET SOUTH OF THE WEST ¼ CORNER OF SECTION 30; THENCE SOUTH 8928'30" EAST ALONG THE NORTH LINE OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 514, PAGE 183, A DISTANCE OF 432.58 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1; THENCE SOUTH 38 42' EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 300.57 FEET TO THE SOUTH LINE OF PROPERTY DESCRIBED IN DEED BOOK 403, PAGE 158; THENCE NORTH 89 37' WEST 621.66 FEET TO THE POINT OF BEGINNING.

Riverview Holdings Group LLC

Legal Description

N 200 FT OF S 2243 FT OF SW 1/4 LYING IN GOVT LOT 1 & W OF US HWY 1 EX CIRCUIT COURT MINUTES BOOK 41 PG 556 & CIRCUIT COURT MINUTES BOOK 43 PG 515

Engineer Realty LLC

Legal Description

PARCEL NO. 189 PART AND 190 PART SECTION NO. 70010-2277

"SRD #189, 190 BORROW PIT

BORROW PIT NO. 1 (PART)

THAT PART OF:

BEGIN AT A POINT 100 FEET DUE SOUTH OF THE NORTHWEST CORNER OF THAT CERTAIN PROPERTTY DESCRIBED IN DEED BOOK 257, PAGE 404 OF THE CURRENT PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND A POINT ON THE WEST LINE OF SAID PROPERTY; THENCE PROCEED SOUTHERLY ALONG THE WEST LINE OF SAID PROPERTY A DISTANCE OF 200 FEET TO A POINT; THENCE EAST AND PARALLEL TO THE NORTH LINE OF PROPERTY DESCRIBED IN SAID DEED TO AND INTO WATERS OF THE INDIAN RIVER; THENCE NORTH IN THE WATERS OF THE INDIAN RIVER TO A POINT 100 FEET SOUTH OF THE PROJECTION EASTERLY OF THE NORTH LINE OF PROPERTY DESCRIBED IN SAID DEED; THENCE WESTERLY AND PARALLEL TO THE NORTH LINE OF PROPERTY DESCRIBED IN SAID DEED AND 100 FEET SOUTHERLY THEREFROM TO POINT ON THE WEST LINE OF SAID DESCRIBED PROPERTY, BEING ALSO ERRONEOULSY DESCRIBED IN DEED RECORDED IN OFFICAL RECORD BOOK 225, PAGE 98, AS "THE SOUTH 200 FEET OF NORTH 300 FEET OF GOVERNMENT LOT 1, SECTION 30, TOWNSHIP 28 SOUTH, RANGE 38 EAST" LYING WEST OF U.S. HIGHWAY NO. 1.

LYING WITHIN THE FOLLOWING DESCRIBED PARCEL OF LAND:

Commence on the South line of Section 30, Township 28 South, Range 38 East, at a point 1698.70 feet East of the Southwest corner of said Section 30, and run North 6°28' West, 773.86 feet to the beginning of a curve concave to the Southwesterly and having a radius of 1910.08 feet; thence along said curve thru a central angle of 32°13', a distance of 1073.89 feet to the end of curve; thence North 38°41' West, 640.47 feet; thence North 89°40'30" West, 410 feet for a POINT OF BEGINNING for Borrow Pit No. 1; From said point of Beginning continue North 89°49'30" West, 381.70 feet to the line dividing Range37 East and Range 38 East; thence Southerly along said Range line 400 feet; thence South 89°40'30" East, 381.03 feet; thence North 0°19'30" East, 400 feet to the Point of Beginning.

ALSO, HAUL ROAD FOR BORROW PIT NO.1

THE NORTH 25 FEET OF THE PARCEL OF LAND FIRST HEREIN DESCRIBED, LYING BETWEEN BORROW PIT NO. 1 AS LOACTED ABOVE AND THE NEW WESTERLY RIGHT OF WAY LINE OF STATE ROAD 5."

(THE ABOVE DESCRIBED LAND BEING A PART OF THE LANDS DESCRIBED AND RECORDED IN CIRCUIT COURT MINUTES BOOK 41, PAGE 556, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA).

Svoboda Trustees

Legal Description

Tract C, Port Malabar Unit One, according to the Plat thereof, as recorded in Plat Book 13, Page 40, of the Public Records of Brevard County, Florida.

**PALM BAY NUMBER 3**
**JUSTIFICATION STATEMENT**
**COMPREHENSIVE PLAN AMENDMENT / REZONING**
*Initial Submittal: November 24, 2021*

## 1. REQUEST

On behalf of the Applicant (Prospect Real Estate Group, LLC.), WGI is requesting approval of the following for the subject site:

1) **Comprehensive Plan Amendment** to modify the existing Future Land Use (FLU) designations from Commercial (COM) and Multifamily Residential (MFR) to Bayfront Mixed Use (BMU); and
2) **Rezoning** to modify the existing Zoning designations from Highway Commercial (HC) and Single, Two, and Multi-family Residential (RM-10) to Bayfront Mixed Use (BMU).

## 2. SITE CHARACTERISTICS

The 12.4-acre subject site is located approximately 600 feet north of the intersection between Gran Avenue Northeast and U.S. Highway 1, on the east side of U.S. Highway 1 in the City of Palm Bay. It is comprised of five parcels, which are detailed below:

| Parcel Number | Parcel ID Number | Account Number | Parcel Owner |
|---|---|---|---|
| 1 | 28-38-30-00-503 | 2850760 | Kit Investment of Florida LLC |
| 2 | 28-38-30-00-505 | 2850762 | Kit Investment of Florida LLC |
| 3 | 28-38-30-00-507 | 2850764 | Riverview Holdings Group, LLC |
| 4 | 28-38-30-00-544 | 2862284 | Engineer Realty LLC |
| 5 | 28-37-25-02-*-C | 2833783 | Svoboda Trustees |

All five parcels do not have a physical address. The subject site has FLU designation of Commercial and Multifamily Residential and a Zoning designation of Highway Commercial (HC) and Single, Two, and Mutli-Family Residential (RM-10). Per the City of Palm Bay's Bayfront Community Redevelopment District 2024 Plan, the subject site is located within the South Cove subdistrict of Bayfront Redevelopment District. The subject site is currently unimproved and vacant. An aerial of the subject site and surrounding areas is provided below:

## 3. DEVELOPMENT HISTORY

The subject site is currently vacant and is predominantly covered in vegetation. Based on historical aerials, the subject site has remined been vacant for the last 40 years. Per the City of Palm Bay's GIS Building Permit Map, there are no building permits on file for the subject site.

## 4. SURROUNDING PROPERTIES

The subject site is located in an area with a mix of uses with residential and commercial development to the north and east, and residential uses to the south and west. The following is a summary of the uses surrounding the subject property:

| | FLU Designation | Zoning District | Existing Use |
|---|---|---|---|
| **North** | Multi-Family Residential (MFR) | Multifamily Residential (RM-20) | Townhomes |
| | Commercial (COM) | HC | Chevron Gas Station<br>Restaurant |
| | Multi-Family Residential (MFR) | RM-10 | Single-Family Residential |
| **South** | Multi-Family Residential (MFR) | Multifamily Residential (RM-20) | Apartments (Ascent of Palm Bay) |
| **East** | Commercial (COM) | HC | Restaurant |
| | Multi-Family Residential (MFR) | Multifamily Residential (RM-20) | Condominiums (Venetian Bay) |
| **West** | Single Family Residential (SFR) | Single Family Residential (RS-2) | Single Family Residential |

## 5. DEVELOPMENT PROGRAM

The request is to modify the Future Land Use atlas designation of the 12.4-acre subject site from Commercial and Multifamily Residential to Bay Mixed Use to develop a five-story mixed-use development, including a total of 290 apartment units, equating to a gross density of 23.39 dwelling units per acre, and commercial retail on the first floor. The proposed project would be accessed via U.S. Highway 1.

## 6. JUSTIFICATION

The proposed project is uniquely situated to implement a variety of the City's goals, objectives and policies contained in the City's Comprehensive Plan, see Section 7 below for more details. The subject site represents a pocket of undeveloped land within the City of Palm Bay that is surrounded by existing development. The City of Palm Bay's Bayfront Community Redevelopment District 2024 Plan encourages the development of neighborhood serving retail uses and higher density residential uses along the U.S. Highway 1 corridor. The subject site must relate both to the existing single-family neighborhood in the to the north and west of the subject site and it must provide a transition from the commercial and high-density residential uses along U.S. Highway 1. The proposed project, including multifamily apartments on top of commercial retail, would allow the subject site to meet the goals of the Bayfront Redevelopment District Plan.

The subject site currently retains a FLU designation of Commercial for three parcels and Multifamily Residential for two parcels. The four parcels along U.S. Highway 1 retain a HC Zoning designation and the parcel along the FEC Railroad retains a Zoning designation of RM-10. The existing FLU and Zoning designations would limit the mixture of residential and commercial uses together, while constraining the configuration of higher density residential and commercial uses on the subject site. In addition, the development of the subject site under the existing FLU and Zoning designations would lead to an inconsistent development plan that would be split between commercial and multifamily residential standards. To develop a mixed-use development on the subject site, that meets the City's Bayfront

Redevelopment Plan, the Applicant is requesting a FLU and Zoning map amendment to modify the existing FLU and Zoning designations to the FLU and Zoning designation of BMU. The BMU FLU and Zoning designation would provide one land use and zoning category for the entire subject site, thus promoting consistency in development standards for the overall mixed-use project.

The proposed mixed-use project provides landscaped buffers along all property lines and setbacks that meet the land development regulations for the BMU district, thus limiting any impacts on the existing residential uses to the north and south. The FEC Railroad abuts the western boundary of the subject site, therefore an additional landscaped buffer is proposed between the proposed project and the single-family neighborhood to the west. Access into the subject site will tie into existing curb cuts along U.S. Highway 1, which will limit impacts onto the U.S. Highway 1 corridor.

The U.S. Highway 1 corridor is an arterial roadway that runs along the spine of the Bayfront Redevelopment District. Arterial roadways usually accompany higher intensity land uses, such as high-density residential and neighborhood serving retail uses. Under the BMU designation, the proposed mixed-use projectwill further support the intent of developing commercial and multifamily uses on the subject site, while enhancing the existing development pattern along the U.S. Highway 1 corridor. Below is an aerial image with the FLU designations of the surrounding area.

The proposed project is compatible with the surrounding uses and provides a suitable transition from the commercial and high-density residential uses to the east of U.S. Highway 1 to the single-family neighborhoods to the north and west. The proposed project will provide a multifamily use that is consistent in scale and intensity with the existing multifamily apartments to the south and the townhomes to the north, therefore creating a consistent development pattern along U.S. Highway 1. The proposed project also promotes infill development which discourages urban sprawl – a specific goal of the Comprehensive Plan (Goal 12 of the Land Use Element).

The need for housing units and a variety of housing types and options continues to escalate. According to the City of Palm Bay's GIS Division, single-family residential districts total 25,788 acres, or 46% of the City's land mass, while multifamily residential districts cover only 1,223 acres, or 2% of the City of Palm Bay. The proposed mixed-use development will bring a new multifamily product type to the City of Palm Bay, while also providing neighborhood serving retail uses for the surrounding South Cove sub-area.

## 7. COMPREHENSIVE PLAN AMENDMENT – CONSISTENCY WITH THE PLAN

**Compliance with Florida Statutes Chapter 163.3177**
Florida Statutes, Chapter 163.3177 is the principle state statute governing comprehensive plans and plan amendments for all Counties within the State of Florida. In 2011, Chapter 163, F.S. was substantially revised and Rule 9J-5 was repealed and removed from the Florida Administrative Code (House Bill 7207). At present, § 163.3177(1)(f) states, "all mandatory and optional elements of the comprehensive plan and plan amendments shall be based upon relevant and appropriate data and an analysis by the local government, that may include but not be limited to, surveys, studies, community goals and vision, and other data available on that particular subject at the time of adoption of the plan or plan amendment at issue."

The data and analysis presented in this application and justification statement support the request for an amendment of the FLUA and demonstrate consistency with Florida Statutes.

**(a) Consistency with the City of Palm Bay Comprehensive Plan.**

The Future Land Use Element designates future land use patterns to meet the goals, objectives and policies of the City of Palm Bay Comprehensive Plan.

**Goal FLU-1 "Ensure a high quality, diversified living environment through the efficient distribution of compatible land uses"**

Applicant Response: The subject site is located northwest of the intersection between U.S. Highway 1 and Gran Avenue, along the west side of the U.S. Highway 1 corridor. The U.S. Highway 1 corridor south of Turkey Creek includes a mix of high density residential and commercial uses. Arterial roadways usually accompany higher intensity land uses, such as high-density residential and neighborhood serving retail uses. North of the subject site along U.S. Highway 1 is the Indian River Villas project, which allowed for the amendment to the BMU FLU and Zoning designation under Case Number CP-13-2019. The proposed mixed-use project, under the BMU designation, will further support the intent of developing commercial and multifamily uses on the subject site, while enhancing the existing development pattern along the U.S. Highway 1 corridor.

The Bayfront Mixed Use FLU designation allows for a maximum residential density of 40 dwelling units per acre, which would permit a maximum of 496 dwelling units for the subject site. The Applicant is only proposing 290 dwelling units for the mixed-use development, thus equating to a density of 23.39 dwelling units per acre, which is 41 percent less than the maximum density allowed. Typical uses allowed include single family homes, duplexes, multiple family units, recreational uses, and institutional uses. Development standards shall follow the applicable policies within the Comprehensive Plan and the standards within the BMU, Bayfront Mixed Use District zoning category. The subject site is located within the Bayfront Redevelopment District, which allows the modification to the FLU designation of BMU.

**Goal FLU-2 "Provide for and maintain viable neighborhoods and residential development to meet existing and future needs of the residents of Palm Bay"**

Applicant Response: The project promotes infill development which discourages urban sprawl and provides a new multifamily housing option for the residents of Palm Bay. The introduction of new neighborhood serving retail will provide needed local retail options.

**Goal FLU-8 "Provide a diverse and self-sustaining pattern of land uses which support the present and future population of the City of Palm Bay"**

Applicant Response: The need for new housing units and a variety of housing types and options continues to escalate. According to the City of Palm Bay's GIS Division, single-family residential districts total 25,788 acres, or 46% of the City's land mass, while multifamily residential districts cover only 1,223 acres, or 2% of the City of Palm Bay. The proposed mixed-use development will

bring a new multifamily product type to the City of Palm Bay, while also providing neighborhood retail serving uses for the surrounding South Cove sub-area.

**Policy FLU-2.2B "High Density residential development shall be located in conformance with the Future Land Use Map, with direct access to arterial and collector roadways, and with access to employment centers, recreation, and commercial facilities and shall be served by centralized water and sewer facilities."**

Applicant Response: The subject site is located approximately 600 feet northwest of the intersection between Gran Avenue and U.S. Highway 1. Per the City of Palm Bay's GIS Division, centralized water and sewer service is provided by the City and is available to the subject site. However, access to employment centers and commercial facilities is limited to "strip commercial" developments that exist along the U.S. Highway 1 corridor. Therefore, a mixed-use development with multifamily apartments and neighborhood serving commercial uses will support employment opportunities and reduce traffic by capturing vehicular trips internally between residential and commercial land uses.

**(b) Consistency with the Bayfront Community Redevelopment District 2024 Plan**

**4.3.2. South Cove – Goal – "The US 1 corridor south of Bayfront Village has a unique opportunity to become a beautiful and multi-functional riverfront boulevard lined with riverside pedestrian/bicycle facilities featuring a food market supported neighborhood-servicing retail center and higher intensity residential uses. In working with residential developers and jointly with property assembly, the corridor contains some of the most marketable residential real estate in the BCRD as evidenced by the newer housing developments near the Town of Malabar City limits."**

Applicant Response: The City of Palm Bay's Bayfront Community Redevelopment District 2024 Plan encourages the development of neighborhood serving retail uses and higher density residential uses along the U.S. Highway 1 corridor. The subject site must relate both to the existing single-family neighborhood to the north and west of the subject site and it must provide a transition from the commercial and high-density residential uses along U.S. Highway 1. The proposed project, including multifamily apartments on top of commercial retail, would allow the subject site to meet the goals of the Bayfront Redevelopment District Plan.

**4.3.2. South Cove – Objective – "Encourage the redevelopment and revitalization of the mobile home and residential properties north of Gran's Avenue to higher intensity residential or park use."**

Applicant Response: The subject site is located approximately 600 feet northwest of the intersection between Gran Avenue and U.S. Highway 1. The request to modify the subject site's FLU and Zoning designation to BMU will further develop higher density residential uses mixed with neighborhood serving retail uses.

## 8. REZONING AMENDMENT CRITERIA

Per Section 185.201(C) of the City's Land Development Code, the Applicant demonstrates below how the request to modify the FLU destination to Bayfront Mixed Use meets the four (4) criteria for the evaluation of Comprehensive Plan Amendments:

1. **The need and justification for the change;**

   Applicant Response: The subject site currently retains a FLU designation of Commercial for three parcels and Multifamily Residential for two parcels. The four parcels along U.S. Highway 1 retain a HC Zoning designation and the parcel along the FEC Railroad retains a Zoning designation of RM-10. The existing Zoning designations would limit the mixture of residential and commercial uses together, while constraining the configuration of higher density residential and commercial uses on

the subject site. In addition, the development of the subject site under the existing FLU and Zoning designations would lead to an inconsistent development plan that would be split between commercial and multifamily residential standards. To develop a mixed-use development on the subject site that meets the City's Bayfront Redevelopment Plan, Applicant is requesting a FLU and Zoning map amendment to modify the existing Zoning designations to the FLU and Zoning designation of BMU. The BMU FLU and Zoning designation would provide one land use and zoning category for the entire subject site, thus promoting consistency in development standards for the proposed mixed-use project.

2. **The effect of the change, if any, on the particular property and on the surrounding properties;**

   Applicant Response: The proposed mixed-use project provides landscaped buffers along all property lines and setbacks that meet the land development regulations for the BMU district, thus limiting any impacts on the residential uses to the north and south. The FEC Railroad abuts the western boundary of the subject site, therefore an additional landscape buffer is proposed between the proposed project and the single-family neighborhood to the west. Access to the subject site will tie into existing curb cuts along U.S. Highway 1, which will limit impacts onto the U.S. Highway 1 corridor.

3. **The amount of undeveloped land in general area and in the city having the same classification as that requested;**

   Applicant Response: According to the Bayfront Redevelopment Plan, areas within the South Cove sub-area are to be redeveloped with higher density residential uses. Currently the subject site retains a split in FLU and Zoning designations between commercial and multifamily residential uses. The requested BMU Zoning designation is only allowed with the Bayfront Redevelopment District and, therefore it can be requested for the subject site. In addition, north of the subject site along U.S. Highway 1 is the Indian River Villas project, which allowed for the amendment to the BMU FLU and Zoning designation under Case Number CP-13-2019. Therefore, the BMU Zoning designation exists near the subject site and there is a precedence of BMU districts along the portion of U.S. Highway 1 south of Turkey Creek.

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 plan.**

   Applicant Response: The purpose of the BMU district is to provide areas within the Bayfront Redevelopment District for an attractive and functional mix of high density residential with low density of commercial land uses that are linked by a network of walkways. The proposed project provides such a functional mix of linked uses.

For all of the aforementioned reasons, on behalf of the Applicant we respectfully request approval of an amendment to the Future Land Use Atlas designation of the subject property from Commercial and Multifamily Residential to Bayfront Mixed-Use; and an amendment to the Zoning map designation from HC and RM-10 to BMU.

**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 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. **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:**

- [x] **Small Scale** (50 acres or Less)
- [ ] **Text Amendment** (Comp. Plan)
- [ ] **Large Scale** (More than 50 acres)

**PARCEL ID(S):**

28-37-25-02-*-C; 28-38-30-00-503; 28-38-30-00-505; 28-38-30-00-507; 28-38-30-00-544

**TAX ACCOUNT NUMBER(S):**

2833783; 2850760; 2850762; 2850764; 2862284

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

See attached Legal Description

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

12.4 acres

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

Commercial and Multifamily

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

Bayfront Mixed-Use

**PRESENT USE OF PROPERTY:**

Vacant

**STRUCTURES LOCATED ON THE PROPERTY:** N/A

**REZONING FILED IN CONJUNCTION WITH THIS APPLICATION:** Yes- Bayfront Mixed Use

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

Please see Justification Statement

**SPECIFIC USE INTENDED FOR PROPERTY:**

Mixed-Use Development

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

☒ *Application Fee. Make Check payable to "City of Palm Bay."

- ☒ **$1,200.00 - Small Scale** (50 acres or Less)
- ☐ **$2,000.00 - Large Scale** (More than 50 acres)
- ☐ **$2,000.00 - Text Amendment** (Comp. Plan)

- [x] Legal description of the subject property with a sketch of the legal. **Also provide the site sketch on Memory Drive.**

- [x] 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.)

- [x] 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.

- [x] 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.

- [x] **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** Chad Riddle - WGI, Inc.

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** Eric Henry **Date** 11/09/2021

**Printed Name** Eric Henry - Engineer Realty LLC

**Full Address** 5703 Red Bug Lake Road, Suite 504, Winter Springs, FL 32708

**Telephone** (561) 839-1718 (Agent) **Email** Chad.Riddle@wginc.com (Agent)
(407) 432-6699 (owner) ericshenry@hotmail.com (owner)

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

- [x] Legal description of the subject property with a sketch of the legal. **Also provide the site sketch on Memory Drive.**

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**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** [signature], TRUSTEE OR PH **Date** 11-9-2021

**Printed Name** Svoboda, Patrick J; Svoboda, Kathleen D Trustees

**Full Address** 4791 West 215 Street, Bucyrus KS 66013

**Telephone** (561) 839-1718 (Agent) **Email** Chad.Riddle@wginc.com (Agent)
(913) 271-8733 (owner) PKSvoboda@aol.com (owner)

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

- [x] Legal description of the subject property with a sketch of the legal. **Also provide the site sketch on Memory Drive.**

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**Name of Representative** Chad Riddle - WGI, Inc.

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**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** Robert L Kittleson Pres **Date** 11/8/21

**Printed Name** Robert L Kittleson - Kit Investment of Florida, LLC

**Full Address** 5067 South US 1, Grant, FL 32949

**Telephone** (561) 839-1718 (Agent) **Email** Chad.Riddle@wginc.com (Agent)
(321) 693-6700 (owner) 3oracing@bellsouth.net (owner)
Scott@usiegalteam.com (attorney)

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

**CITY OF PALM BAY, FLORIDA**
**COMPREHENSIVE PLAN OR FUTURE LAND USE MAP AMENDMENT APPLICATION**


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- [x] **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** Chad Riddle - WGI, Inc.

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**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** Carlos Gonzalez **Date** 11. 9. 2021.

**Printed Name** Carlos Gonzalez

**Full Address** 3477 Lago De Talavera Wellington FL 33467

**Telephone** (561) 839-1718 (Agent) **Email** Chad.Riddle@wginc.com (Agent)

(561) 307-6204 (owner) ccpetroinvestments@yahoo.com (owner)

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

Karen@lowelllawpa.com (attorney)

November 4, 20 21

**Re: Letter of Authorization**

***As the property owner of the site legally described as:***

Please see attached Legal Description
28-37-25-02-*-C; 28-38-30-00-503; 28-38-30-00-505; 28-38-30-00-507; 28-38-30-00-544

***I***, Owner Name: Engineer Realty LLC

Address: 456 Forestwood Lane, Maitland, FL 32751

Telephone: (561) 839-1718 (Agent) / (407) 432-6699 (owner)

Email: Chad.Riddle@wginc.com (Agent) / ericshenry@hotmail.com (owner)

***hereby authorize:***

Representative: Chad Riddle - WGI

Address: 4371 US Highway 17, Suite 203, Fleming Island, FL 32003

Telephone: (561) 839-1718

Email: Chad.Riddle@wginc.com

***to represent the request(s) for:***

Comprehensive Plan Amendment and Rezoning

(Property Owner Signature)

STATE OF Florida

COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of ■ physical presence or ☐ online notarization, this 4th day of November, 20 21 by Eric S Henry, property owner.

MARIELY VAZQUEZ
Notary Public - State of Florida
Commission # GG 272090
My Comm. Expires Oct 29, 2022

, Notary Public

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

November 4, 20 21

**Re: Letter of Authorization**

***As the property owner of the site legally described as:***

Tract C, Port Malabar Unit One, according to the Plat thereof, as recorded in Plat Book 13, Page 40 of the Public Records of Brevard County, Florida in Sec 28, Twp 37, Rng 25
28-37-25-02-H-C; 28-38-30-00-503; 28-38-30-00-505; 28-38-30-00-507; 28-38-30-00-544

***I,*** Owner Name: Patrick J. and Kathleen D. Svoboda Trustees

Address: 4791 West 215 Street Bucyrus, KS 66013

Telephone: (561) 839-1718 (Agent) / (913) 271-8733 (owner)

Email: Chad.Riddle@wginc.com (Agent) / PKSvoboda@aol.com (owner)

***hereby authorize:***

Representative: Chad Riddle - WGI

Address: 4371 US Highway 17, Suite 203, Fleming Island, FL 32003

Telephone: (561) 839-1718

Email: Chad.Riddle@wginc.com

***to represent the request(s) for:***

Comprehensive Plan Amendment and Rezoning

Patrick J. Svoboda, TRUSTEE
(Property Owner Signature)

STATE OF Kansas

COUNTY OF Johnson

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9th day of November, 20 21 by Patrick J. Svobobda, Trustee of Svoboda Trust, property owner.

STATE OF KANSAS NOTARY PUBLIC
JULIA ATWELL
My Appointment Expires
October 16, 2023

Julia Atwell
Julia Atwell, Notary Public

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

November 4, 20 21

**Re: Letter of Authorization**

***As the property owner of the site legally described as:***

Please see attached Legal Description
28-37-25-02-4-C; 28-38-30-00-503; 28-38-30-00-505;
28-38-30-00-507; 28-38-30-00-544

***I,*** Owner Name: Kit Investment of Florida LLC

Address: 5067 South U.S. Highway 1, Grant, FL 32949

Telephone: (561) 839-1718 (Agent) / (321)-693-6700 (owner)

Email: Chad.Riddle@wginc.com (Agent) / 30racing@bellsouth.net (owner)
Scott@vslegalteam.com (attorney)

***hereby authorize:***

Representative: Chad Riddle - WGI

Address: 4371 US Highway 17, Suite 203, Fleming Island, FL 32003

Telephone: (561) 839-1718

Email: Chad.Riddle@wginc.com

***to represent the request(s) for:***

Comprehensive Plan Amendment and Rezoning

(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 November, 20 21 by Robert Killeen, property owner.

CYNTHIA B. MCCAUGHEY
MY COMMISSION # GG 194927
EXPIRES: June 5, 2022
Bonded Thru Notary Public Underwriters

, Notary Public

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

FL. Dr. License K 342-772-56-280-0

November 4, 20 21

**Re: Letter of Authorization**

***As the property owner of the site legally described as:***

Please see attached Legal Description
28-37-25-02-*-C; 28-38-30-00-503; 28-38-30-00-505; 28-38-30-00-507; 28-38-30-00-544

***I,*** Owner Name: The Riverview Holdings Group LLC

Address: 3477 Lago de Talavera, Wellington, FL 33467

Telephone: (561) 307-6204

Email: Karen@lowelllawpa.com (attorney) / ccpetroinvestments@yahoo.com (owner)

***hereby authorize:***

Representative: Chad Riddle - WGI

Address: 4371 US Highway 17, Suite 203, Fleming Island, FL 32003

Telephone: (561) 839-1718

Email: Chad.Riddle@wginc.com

***to represent the request(s) for:***

Comprehensive Plan Amendment and Rezoning

Carlos Gonzalez.
(Property Owner Signature)

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 23rd day of November, 20 21 by Carlos Gonzalez, property owner.

VIVIANA AREIZA
MY COMMISSION # HH171499
EXPIRES: September 23, 2025

Viviana Areiza, Notary Public

☐ Personally Known or ☑ Produced the Following Type of Identification:
Florida Drivers License.

CITY OF PALM BAY, FLORIDA

PLANNING AND ZONING BOARD/
LOCAL PLANNING AGENCY
REGULAR MEETING 2022-03

Held on Wednesday, March 2, 2022, 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.

Ms. Leeta Jordan called the meeting to order at approximately 7:00 p.m.

Mr. Donald Boerema led the Pledge of Allegiance to the Flag.

**ROLL CALL:**

| | | |
|---|---|---|
| **CHAIRPERSON:** | Leeta Jordan | Present |
| **MEMBER:** | Philip Weinberg | Present |
| **MEMBER:** | Donald Boerema | Present |
| **MEMBER:** | Khalilah Maragh | Present |
| **MEMBER:** | Randall Olszewski | Present |
| **MEMBER:** | Rainer Warner | Present |
| **MEMBER:** | Vacant | |
| **NON-VOTING MEMBER:** | David Karaffa<br>(School Board Appointee) | Absent |

Ms. Vicki Northrup mistakenly was in attendance as a member of the board. No board actions taken during the meeting were impacted by Ms. Northrup's presence.

**CITY STAFF:** Present were Ms. Alexandra Bernard, Growth Management Director; Ms. Joan Junkala, Deputy City Manager; Ms. Stephanie Kelly, Planner; Ms. Ximena Escobar, Recording Secretary; Ms. Jennifer Cockcroft, Deputy City Attorney.

**ELECTION OF VICE CHAIRPERSON:**

Nominations were made for election of Vice Chairperson.

Motion by Mr. Warner to elect Ms. Khalilah Maragh.

**OLD/UNFINISHED BUSINESS:**

1. **CP-6-2022 - Palm Bay Number 3 - Robert Kittleson, Kit Investment of Florida / Carlos Gonzalez, Riverview Holdings Group, LLC / Eric Henry, Engineer Realty, LLC / Patrick and Kathleen Svoboda (Chad Riddle, WGI, Inc., Rep.) - A small-scale Comprehensive Plan Future Land Use Map amendment from Commercial Use and Multiple-Family Residential Use to Bayfront Mixed Use. Tract C, Port Malabar Unit 1, Section 25, Township 28, Range 37 along with Tax Parcels 503, 505, 507, and 544 of Section 30, Township 28, Range 38, Brevard County, Florida, containing approximately 12.4 acres. West of and adjacent to Dixie Highway NE, in the vicinity south of Vignoles Avenue NE**

   Ms. Bernard presented the staff report for Case CP-6-2022. Staff recommended Case CP-6-2022 for approval. The case was a resubmittal to clarify that the desired request was for a BMU designation.

   Mr. Weinberg asked staff to explain the difference between the BMU and BMUV districts. Ms. Bernard stated that the districts were similar; however, the applicant desired the commercial and residential allowances within the BMU designation.

   Mr. Chad Riddle with WGI, Inc. (representative for the applicant) stated that the request was back before the board to acquire a BMU designation, but the project presented last month was the same.

   Mr. Warner asked if the concerns raised at last month's board meeting by Mr. James Ritter had been addressed. Mr. Riddle stated that Mr. Ritter and other community members would be contacted once the proposed land use and zoning designations were in place. He confirmed that the applicant had no plans to access private neighborhood properties that were not included in the proposed development.

   The floor was opened and closed for public comments; there were no comments from the audience, and there was no correspondence in the file.

   Motion to submit Case CP-6-2022 to City Council for approval.

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

**Aye:** Jordan, Weinberg, Boothroyd, Maragh, Olszewski, Warner.

2. **CPZ-6-2022 - Palm Bay Number 3 - Robert Kittleson, Kit Investment of Florida / Carlos Gonzalez, Riverview Holdings Group, LLC / Eric Henry, Engineer Realty, LLC / Patrick and Kathleen Svoboda (Chad Riddle, WGI, Inc., Rep.) - A Zoning amendment from an HC, Highway Commercial District and an RM-10, Single-, Two-, Multiple-Family Residential District to a BMU, Bayfront Mixed Use District. Tract C, Port Malabar Unit 1, Section 25, Township 28, Range 37 along with Tax Parcels 503, 505, 507, and 544 of Section 30, Township 28, Range 38, Brevard County, Florida, containing approximately 12.4 acres. West of and adjacent to Dixie Highway NE, in the vicinity south of Vignoles Avenue NE**

Ms. Bernard presented the staff report for Case CPZ-6-2022. Staff recommended Case CPZ-6-2022 for approval.

Mr. Chad Riddle with WGI, Inc. (representative for the applicant) stated that the subject case was the companion zoning request to Case CP-6-2022. The project overlay had not changed since last month's presentation to the board.

The floor was opened and closed for public comments; there were no comments from the audience, and there was no correspondence in the file.

Motion to submit Case CPZ-6-2022 to City Council for approval.

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

**Aye:** Jordan, Weinberg, Boothroyd, Maragh, Olszewski, Warner.

# ORDINANCE 2022-41

**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 March 2, 2022, 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 April 7, 2022, 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 Commercial Use and Multiple-Family Residential Use to Bayfront Mixed Use, which property is legally described as follows:

Tract “C”, Port Malabar Unit 1, according to the plat thereof as recorded in Plat Book 13, Page 40, of the Public Records of Brevard County, Florida; Section 25, Township 28S, Range 37E;

**-AND-**

Tax Parcels 503, 505, 507, and 544, of the Public Records of Brevard County, Florida; Section 30, Township 28S, Range 38E;

Containing 12.4 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 2022- , held on , 2022.

_____

ATTEST: Rob Medina, MAYOR

_____

Terese M. Jones, CITY CLERK

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

Reviewed by CAO: _____

Applicant: Robert Kittleson, Kit Investment of Florida / Carlos Gonzalez, Riverview Holdings Group, LLC / Eric Henry, Engineer Realty, LLC / Patrick and Kathleen Svoboda

Case: CP-6-2022

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

The City of Palm Bay Florida

# LEGISLATIVE MEMORANDUM

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

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

**THRU:** **Alexandra Bernard, Growth Management Director**

**DATE:** **4/7/2022**

**RE:** **Ordinance 2022-42, rezoning property located west of and adjacent to Dixie Highway, in the vicinity south of Vignoles Avenue, from HC (Highway Commercial District) and RM-10 (Single-, Two-, Multiple-Family Residential District) to BMU (Bayfront Mixed Use District) (12.4 acres) (Case CPZ-6-2022, Robert Kittleson, Kit Investment of Florida / Carlos Gonzalez, Riverview Holdings Group, LLC / Eric Henry, Engineer Realty, LLC / Patrick and Kathleen Svoboda), first reading. (CONTINUED FROM 03/03/22 RCM) (Quasi-Judicial Proceeding)**

Kit Investment of Florida, Riverview Holdings Group, LLC, Engineer Realty, LLC, Mr. Patrick Svoboda and Ms. Kathleen Svoboda (Chad Riddle, WGI, Inc., Rep.) have submitted for a rezoning from HC, Highway Commercial and RM-10, Single-, Two- and Multi-Family Residential to a BMU, Bayfront Mixed-Use District. The five undeveloped parcels are located west of and adjacent to Dixie Highway NE within the Bayfront Redevelopment District.

A high-quality, multiple-family residential development with some commercial uses is intended for the subject site. The BMU zoning district is compatible with the surrounding area and consistent with the City's desire and plans for redevelopment in the Bayfront District.

**REQUESTING DEPARTMENT:**
Growth Management

**RECOMMENDATION:**
Motion to approve Case CPZ-6-2022.

**Planning and Zoning Board Recommendation:**
Unanimous approval of the request.

**ATTACHMENTS:**

**Description**

Case CPZ-6-2022 - Staff Report - Resubmittal
Case CPZ-6-2022 - Boundary Survey
Case CPZ-6-2022 - Legal Description

Case CPZ-6-2022 - Justification
Case CPZ-6-2022 - Application
Case CPZ-6-2022 - Board Minutes
Ordinance 2022-42

# STAFF REPORT

## LAND DEVELOPMENT DIVISION

120 Malabar Road SE • Palm Bay, FL 32907 • Telephone: (321) 733-3042
landdevelopmentweb@palmbayflorida.org

**Prepared by**
Alexandra Bernard, Growth Management Director

| **CASE NUMBER** | **PLANNING & ZONING BOARD HEARING DATE** |
|---|---|
| CPZ-6-2022 (Resubmittal) | March 2, 2022 |

| **PROPERTY OWNER & APPLICANT** | **PROPERTY LOCATION/ADDRESS** |
|---|---|
| Patrick & Kathleen Svoboda; KIT Investment of Florida, LLC; Engineer Realty, LLC; Riverview Holdings Group, LLC (Chad Riddle – WGI, Inc.) | Unit 1, Tract C, Plat of Port Malabar, Section 25, Township 28, Range 37; Lot 503, Section 30, Block 00, Township 28, Range 38; Lot 505, Section 30, Block 00, Township 28, Range 38; Lot 507, Section 30, Block 00, Township 28, Range 38; Lot 544, Section 30, Block 00, Township 28, Range 38; Brevard County, Florida |

| | |
|---|---|
| **SUMMARY OF REQUEST** | The applicant is requesting a rezoning from HC, Highway Commercial and RM-10 Single, Two and Multi-Family Residential to the BMU, Bayfront Mixed-Use District. |
| **Existing Zoning** | HC, Highway Commercial District and RM-10, Multi-Family Residential |
| **Existing Land Use** | Vacant, Commercial and Multi-family |
| **Site Improvements** | Undeveloped Land |
| **Site Acreage** | 12.40 acres |

**SURROUNDING ZONING & USE OF LAND**

| | |
|---|---|
| **North** | RM-10, Single Family Residential District; Single-Family Homes; RM-20, Multi-Family Residential District; Condos |
| **East** | HC, Highway Commercial; Dixie Highway, US1; Restaurant |
| **South** | RM-20, Multi-Family Residential District; Apartment Complex |
| **West** | RS-2, Single Family Residential; Florida East Coast Railroad |

**BACKGROUND**:

The subject properties are located west of and adjacent to Dixie Highway NE, in the vicinity south of Port Malabar Blvd NE. There are five (5) parcels that are included in this request.

**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 the justification for the change is “to change the zoning district to enable the developer to construct a proposed multi-family development.” The Bayfront Mixed Use Zoning District will allow for multifamily uses. The change in zoning will help to revitalize the area.

**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 designation of the BMU zoning district for the subject properties is compatible with the surrounding area and is consistent with the City’s desire and plan for redevelopment in the Bayfront District.

**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.*

Approximately 50 acres of BMU, Bayfront Mixed Use zoned land is within the City limits.

**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 will further the purposes of Chapter 185, the Comprehensive Plan.

**STAFF RECOMMENDATION:**

Case CPZ-6-2022 is recommended for approval.

The City of Palm Bay Florida

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

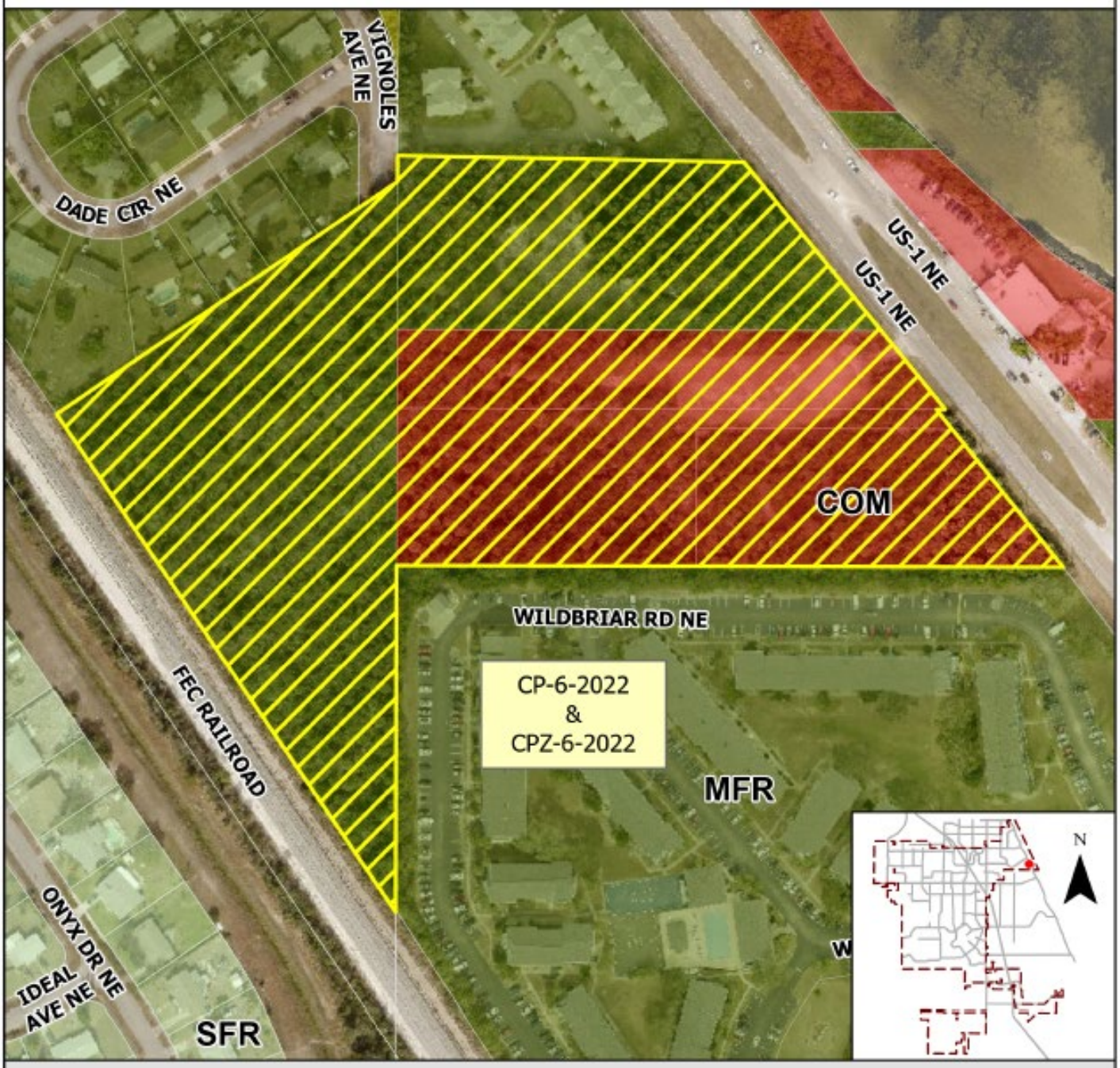
## AERIAL LOCATION MAP CASE: CP-6-2022 & CPZ-6-2022

**Subject Property**

West of and adjacent to US-1 NE, in the vicinity north of Wildbriar Rd NE

The City of Palm Bay Florida

*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-6-2022 & CPZ-6-2022

**Subject Property**

West of and adjacent to US-1 NE, in the vicinity north of Wildbriar Rd NE

**Future Land Use Classification**

COM, MFR – Commercial, Multi-Family Residential

The City of Palm Bay Florida

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

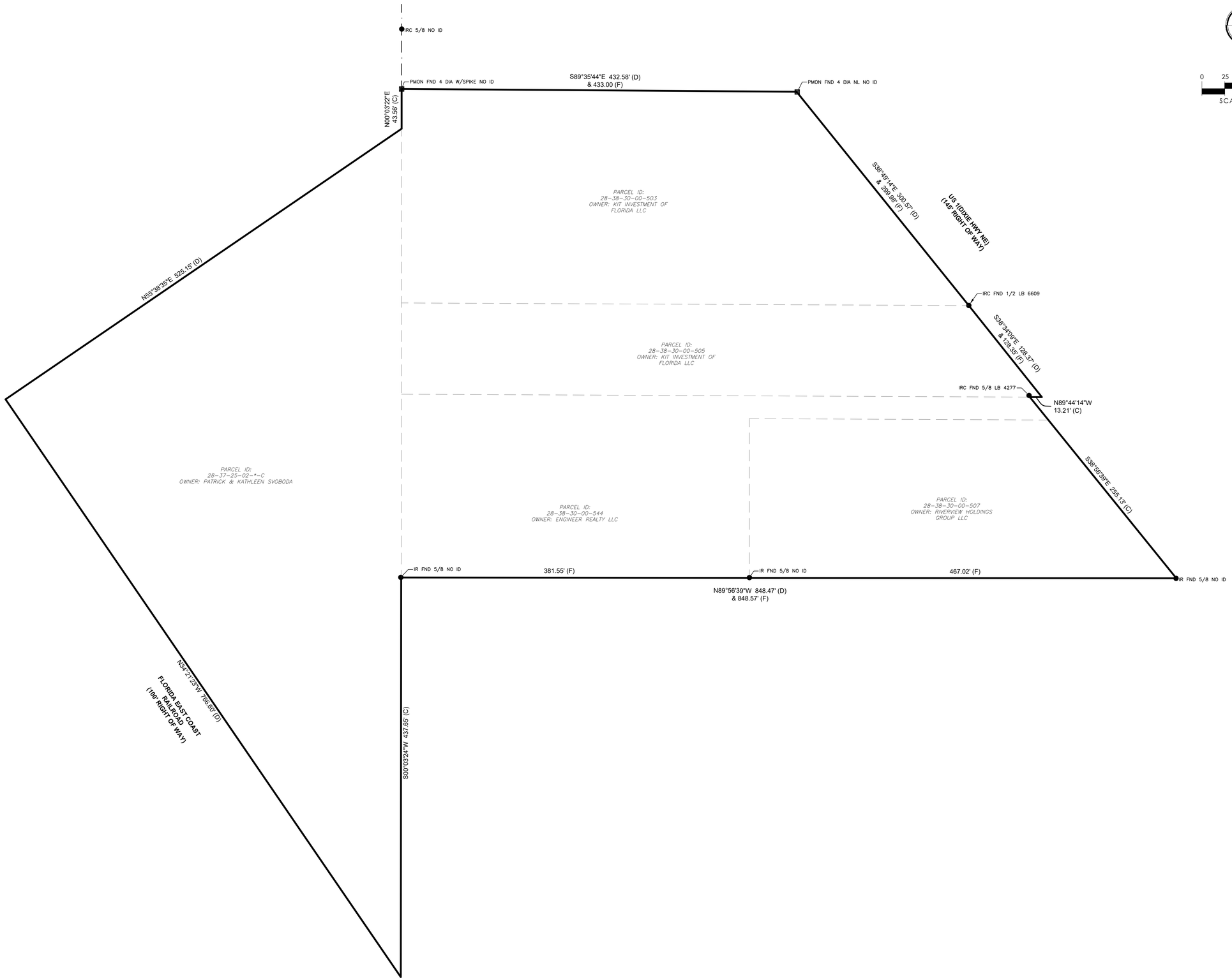
## ZONING MAP CASE: CP-6-2022 & CPZ-6-2022

**Subject Property**

West of and adjacent to US-1 NE, in the vicinity north of Wildbriar Rd NE

**Current Zoning Classification**

HC, RM-10 – Highway Commercial, Single-, Two-, Multi-Family Residential





WGI™
4371 U.S. Hwy 17 South, Suite 203, Fleming Island, FL 32003
Phone No. 866.909.2220 www.wginc.com
Cert No. 6091 - LB No. 7055


| NO. | DATE | DESCRIPTION | BY |
|---|---|---|---|
| | | REVISIONS | |

| | |
|---|---|
| CAD/7541003/#BDRY.DWG | |
| JOB NO. | 7541.00 |
| DRAWN BY | JO |
| CHECK BY | RFK |
| DATE | 01/17/2022 |

SURVEYOR OF RECORD
RYAN F. KETT
PSM# LS7113

# BOUNDARY SKETCH
# PALM BAY 3

SHEET:
1 OF 1

Kit Investment of Florida LLC

Legal Description

PARCEL 1

THAT PART WHICH LIES WEST OF THE RIGHT-OF-WAY OF U.S. HIGHWAY #1 (STATE ROAD #5) OF THE NORTH 100 FEET OF PROPERTY AS DESCRIBED IN DEED BOOK 257, AT PAGE 404; OF THE CURRENT PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, SUBJECT TO STATE ROAD RIGHT-OF-WAY.

ALSO KNOWN AS:

FROM THE WEST ¼ CORNER OF SECTION 30, TOWNSHIP 28 SOUTH, RANGE 38 EAST, RUN S 0 15'00" W ALONG THE WEST LINE OF SIAD SECTION 30 A DISTANCE OF 300.50 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE S 89 45'00" E A DISTANCE OF 619.95 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF U.S. HWY 1 (STATE ROAD 5); THENCE S 38 34'55" E ALONG SAID RIGHT OF WAY LINE OF U.S. 1 A DISTANCE OF 128.37 FEET; THENCE N 89 45'00" W A DISTANCE OF 700.44 FEET TO THE AFORESAID WEST LINE OF SECTION 30, THENCE N 0 15'00" E A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

PARCEL 2

BEGINNING AT AN IRON PIPE ON THE WEST LINE OF SECTION 30, TOWNSHIP 28 SOUTH, RANGE 38 EAST, BREVARD COUNTY, FLORIDA, WHICH IS 2343 FEET NORTH OF THE SW CORNER OF SAID SECTION 30; THENCE RUN NORTH 0 15' EAST ALONG THE WEST LINE OF SECTION 30, A DISTANCE OF 234.5 FEET TO AN IRON PIPE WHICH IS 66.00 FEET SOUTH OF THE WEST ¼ CORNER OF SECTION 30; THENCE SOUTH 8928'30" EAST ALONG THE NORTH LINE OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 514, PAGE 183, A DISTANCE OF 432.58 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1; THENCE SOUTH 38 42' EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 300.57 FEET TO THE SOUTH LINE OF PROPERTY DESCRIBED IN DEED BOOK 403, PAGE 158; THENCE NORTH 89 37' WEST 621.66 FEET TO THE POINT OF BEGINNING.

Riverview Holdings Group LLC

Legal Description

N 200 FT OF S 2243 FT OF SW 1/4 LYING IN GOVT LOT 1 & W OF US HWY 1 EX CIRCUIT COURT MINUTES BOOK 41 PG 556 & CIRCUIT COURT MINUTES BOOK 43 PG 515

Engineer Realty LLC

Legal Description

PARCEL NO. 189 PART AND 190 PART SECTION NO. 70010-2277

"SRD #189, 190 BORROW PIT

BORROW PIT NO. 1 (PART)

THAT PART OF:

BEGIN AT A POINT 100 FEET DUE SOUTH OF THE NORTHWEST CORNER OF THAT CERTAIN PROPERTTY DESCRIBED IN DEED BOOK 257, PAGE 404 OF THE CURRENT PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND A POINT ON THE WEST LINE OF SAID PROPERTY; THENCE PROCEED SOUTHERLY ALONG THE WEST LINE OF SAID PROPERTY A DISTANCE OF 200 FEET TO A POINT; THENCE EAST AND PARALLEL TO THE NORTH LINE OF PROPERTY DESCRIBED IN SAID DEED TO AND INTO WATERS OF THE INDIAN RIVER; THENCE NORTH IN THE WATERS OF THE INDIAN RIVER TO A POINT 100 FEET SOUTH OF THE PROJECTION EASTERLY OF THE NORTH LINE OF PROPERTY DESCRIBED IN SAID DEED; THENCE WESTERLY AND PARALLEL TO THE NORTH LINE OF PROPERTY DESCRIBED IN SAID DEED AND 100 FEET SOUTHERLY THEREFROM TO POINT ON THE WEST LINE OF SAID DESCRIBED PROPERTY, BEING ALSO ERRONEOULSY DESCRIBED IN DEED RECORDED IN OFFICAL RECORD BOOK 225, PAGE 98, AS "THE SOUTH 200 FEET OF NORTH 300 FEET OF GOVERNMENT LOT 1, SECTION 30, TOWNSHIP 28 SOUTH, RANGE 38 EAST" LYING WEST OF U.S. HIGHWAY NO. 1.

LYING WITHIN THE FOLLOWING DESCRIBED PARCEL OF LAND:

Commence on the South line of Section 30, Township 28 South, Range 38 East, at a point 1698.70 feet East of the Southwest corner of said Section 30, and run North 6°28' West, 773.86 feet to the beginning of a curve concave to the Southwesterly and having a radius of 1910.08 feet; thence along said curve thru a central angle of 32°13', a distance of 1073.89 feet to the end of curve; thence North 38°41' West, 640.47 feet; thence North 89°40'30" West, 410 feet for a POINT OF BEGINNING for Borrow Pit No. 1; From said point of Beginning continue North 89°49'30" West, 381.70 feet to the line dividing Range37 East and Range 38 East; thence Southerly along said Range line 400 feet; thence South 89°40'30" East, 381.03 feet; thence North 0°19'30" East, 400 feet to the Point of Beginning.

ALSO, HAUL ROAD FOR BORROW PIT NO.1

THE NORTH 25 FEET OF THE PARCEL OF LAND FIRST HEREIN DESCRIBED, LYING BETWEEN BORROW PIT NO. 1 AS LOACTED ABOVE AND THE NEW WESTERLY RIGHT OF WAY LINE OF STATE ROAD 5."

(THE ABOVE DESCRIBED LAND BEING A PART OF THE LANDS DESCRIBED AND RECORDED IN CIRCUIT COURT MINUTES BOOK 41, PAGE 556, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA).

Svoboda Trustees

Legal Description

Tract C, Port Malabar Unit One, according to the Plat thereof, as recorded in Plat Book 13, Page 40, of the Public Records of Brevard County, Florida.

**PALM BAY NUMBER 3**
**JUSTIFICATION STATEMENT**
**COMPREHENSIVE PLAN AMENDMENT / REZONING**
*Initial Submittal: November 24, 2021*

## 1. REQUEST

On behalf of the Applicant (Prospect Real Estate Group, LLC.), WGI is requesting approval of the following for the subject site:

1) **Comprehensive Plan Amendment** to modify the existing Future Land Use (FLU) designations from Commercial (COM) and Multifamily Residential (MFR) to Bayfront Mixed Use (BMU); and
2) **Rezoning** to modify the existing Zoning designations from Highway Commercial (HC) and Single, Two, and Multi-family Residential (RM-10) to Bayfront Mixed Use (BMU).

## 2. SITE CHARACTERISTICS

The 12.4-acre subject site is located approximately 600 feet north of the intersection between Gran Avenue Northeast and U.S. Highway 1, on the east side of U.S. Highway 1 in the City of Palm Bay. It is comprised of five parcels, which are detailed below:

| Parcel Number | Parcel ID Number | Account Number | Parcel Owner |
|---|---|---|---|
| 1 | 28-38-30-00-503 | 2850760 | Kit Investment of Florida LLC |
| 2 | 28-38-30-00-505 | 2850762 | Kit Investment of Florida LLC |
| 3 | 28-38-30-00-507 | 2850764 | Riverview Holdings Group, LLC |
| 4 | 28-38-30-00-544 | 2862284 | Engineer Realty LLC |
| 5 | 28-37-25-02-*-C | 2833783 | Svoboda Trustees |

All five parcels do not have a physical address. The subject site has FLU designation of Commercial and Multifamily Residential and a Zoning designation of Highway Commercial (HC) and Single, Two, and Mutli-Family Residential (RM-10). Per the City of Palm Bay's Bayfront Community Redevelopment District 2024 Plan, the subject site is located within the South Cove subdistrict of Bayfront Redevelopment District. The subject site is currently unimproved and vacant. An aerial of the subject site and surrounding areas is provided below:

## 3. DEVELOPMENT HISTORY

The subject site is currently vacant and is predominantly covered in vegetation. Based on historical aerials, the subject site has remined been vacant for the last 40 years. Per the City of Palm Bay's GIS Building Permit Map, there are no building permits on file for the subject site.

## 4. SURROUNDING PROPERTIES

The subject site is located in an area with a mix of uses with residential and commercial development to the north and east, and residential uses to the south and west. The following is a summary of the uses surrounding the subject property:

| | FLU Designation | Zoning District | Existing Use |
|---|---|---|---|
| **North** | Multi-Family Residential (MFR) | Multifamily Residential (RM-20) | Townhomes |
| | Commercial (COM) | HC | Chevron Gas Station<br>Restaurant |
| | Multi-Family Residential (MFR) | RM-10 | Single-Family Residential |
| **South** | Multi-Family Residential (MFR) | Multifamily Residential (RM-20) | Apartments (Ascent of Palm Bay) |
| **East** | Commercial (COM) | HC | Restaurant |
| | Multi-Family Residential (MFR) | Multifamily Residential (RM-20) | Condominiums (Venetian Bay) |
| **West** | Single Family Residential (SFR) | Single Family Residential (RS-2) | Single Family Residential |

## 5. DEVELOPMENT PROGRAM

The request is to modify the Future Land Use atlas designation of the 12.4-acre subject site from Commercial and Multifamily Residential to Bay Mixed Use to develop a five-story mixed-use development, including a total of 290 apartment units, equating to a gross density of 23.39 dwelling units per acre, and commercial retail on the first floor. The proposed project would be accessed via U.S. Highway 1.

## 6. JUSTIFICATION

The proposed project is uniquely situated to implement a variety of the City's goals, objectives and policies contained in the City's Comprehensive Plan, see Section 7 below for more details. The subject site represents a pocket of undeveloped land within the City of Palm Bay that is surrounded by existing development. The City of Palm Bay's Bayfront Community Redevelopment District 2024 Plan encourages the development of neighborhood serving retail uses and higher density residential uses along the U.S. Highway 1 corridor. The subject site must relate both to the existing single-family neighborhood in the to the north and west of the subject site and it must provide a transition from the commercial and high-density residential uses along U.S. Highway 1. The proposed project, including multifamily apartments on top of commercial retail, would allow the subject site to meet the goals of the Bayfront Redevelopment District Plan.

The subject site currently retains a FLU designation of Commercial for three parcels and Multifamily Residential for two parcels. The four parcels along U.S. Highway 1 retain a HC Zoning designation and the parcel along the FEC Railroad retains a Zoning designation of RM-10. The existing FLU and Zoning designations would limit the mixture of residential and commercial uses together, while constraining the configuration of higher density residential and commercial uses on the subject site. In addition, the development of the subject site under the existing FLU and Zoning designations would lead to an inconsistent development plan that would be split between commercial and multifamily residential standards. To develop a mixed-use development on the subject site, that meets the City's Bayfront

Redevelopment Plan, the Applicant is requesting a FLU and Zoning map amendment to modify the existing FLU and Zoning designations to the FLU and Zoning designation of BMU. The BMU FLU and Zoning designation would provide one land use and zoning category for the entire subject site, thus promoting consistency in development standards for the overall mixed-use project.

The proposed mixed-use project provides landscaped buffers along all property lines and setbacks that meet the land development regulations for the BMU district, thus limiting any impacts on the existing residential uses to the north and south. The FEC Railroad abuts the western boundary of the subject site, therefore an additional landscaped buffer is proposed between the proposed project and the single-family neighborhood to the west. Access into the subject site will tie into existing curb cuts along U.S. Highway 1, which will limit impacts onto the U.S. Highway 1 corridor.

The U.S. Highway 1 corridor is an arterial roadway that runs along the spine of the Bayfront Redevelopment District. Arterial roadways usually accompany higher intensity land uses, such as high-density residential and neighborhood serving retail uses. Under the BMU designation, the proposed mixed-use projectwill further support the intent of developing commercial and multifamily uses on the subject site, while enhancing the existing development pattern along the U.S. Highway 1 corridor. Below is an aerial image with the FLU designations of the surrounding area.

The proposed project is compatible with the surrounding uses and provides a suitable transition from the commercial and high-density residential uses to the east of U.S. Highway 1 to the single-family neighborhoods to the north and west. The proposed project will provide a multifamily use that is consistent in scale and intensity with the existing multifamily apartments to the south and the townhomes to the north, therefore creating a consistent development pattern along U.S. Highway 1. The proposed project also promotes infill development which discourages urban sprawl – a specific goal of the Comprehensive Plan (Goal 12 of the Land Use Element).

The need for housing units and a variety of housing types and options continues to escalate. According to the City of Palm Bay's GIS Division, single-family residential districts total 25,788 acres, or 46% of the City's land mass, while multifamily residential districts cover only 1,223 acres, or 2% of the City of Palm Bay. The proposed mixed-use development will bring a new multifamily product type to the City of Palm Bay, while also providing neighborhood serving retail uses for the surrounding South Cove sub-area.

## 7. COMPREHENSIVE PLAN AMENDMENT – CONSISTENCY WITH THE PLAN

**Compliance with Florida Statutes Chapter 163.3177**
Florida Statutes, Chapter 163.3177 is the principle state statute governing comprehensive plans and plan amendments for all Counties within the State of Florida. In 2011, Chapter 163, F.S. was substantially revised and Rule 9J-5 was repealed and removed from the Florida Administrative Code (House Bill 7207). At present, § 163.3177(1)(f) states, "all mandatory and optional elements of the comprehensive plan and plan amendments shall be based upon relevant and appropriate data and an analysis by the local government, that may include but not be limited to, surveys, studies, community goals and vision, and other data available on that particular subject at the time of adoption of the plan or plan amendment at issue."

The data and analysis presented in this application and justification statement support the request for an amendment of the FLUA and demonstrate consistency with Florida Statutes.

**(a) Consistency with the City of Palm Bay Comprehensive Plan.**

The Future Land Use Element designates future land use patterns to meet the goals, objectives and policies of the City of Palm Bay Comprehensive Plan.

**Goal FLU-1 "Ensure a high quality, diversified living environment through the efficient distribution of compatible land uses"**

Applicant Response: The subject site is located northwest of the intersection between U.S. Highway 1 and Gran Avenue, along the west side of the U.S. Highway 1 corridor. The U.S. Highway 1 corridor south of Turkey Creek includes a mix of high density residential and commercial uses. Arterial roadways usually accompany higher intensity land uses, such as high-density residential and neighborhood serving retail uses. North of the subject site along U.S. Highway 1 is the Indian River Villas project, which allowed for the amendment to the BMU FLU and Zoning designation under Case Number CP-13-2019. The proposed mixed-use project, under the BMU designation, will further support the intent of developing commercial and multifamily uses on the subject site, while enhancing the existing development pattern along the U.S. Highway 1 corridor.

The Bayfront Mixed Use FLU designation allows for a maximum residential density of 40 dwelling units per acre, which would permit a maximum of 496 dwelling units for the subject site. The Applicant is only proposing 290 dwelling units for the mixed-use development, thus equating to a density of 23.39 dwelling units per acre, which is 41 percent less than the maximum density allowed. Typical uses allowed include single family homes, duplexes, multiple family units, recreational uses, and institutional uses. Development standards shall follow the applicable policies within the Comprehensive Plan and the standards within the BMU, Bayfront Mixed Use District zoning category. The subject site is located within the Bayfront Redevelopment District, which allows the modification to the FLU designation of BMU.

**Goal FLU-2 "Provide for and maintain viable neighborhoods and residential development to meet existing and future needs of the residents of Palm Bay"**

Applicant Response: The project promotes infill development which discourages urban sprawl and provides a new multifamily housing option for the residents of Palm Bay. The introduction of new neighborhood serving retail will provide needed local retail options.

**Goal FLU-8 "Provide a diverse and self-sustaining pattern of land uses which support the present and future population of the City of Palm Bay"**

Applicant Response: The need for new housing units and a variety of housing types and options continues to escalate. According to the City of Palm Bay's GIS Division, single-family residential districts total 25,788 acres, or 46% of the City's land mass, while multifamily residential districts cover only 1,223 acres, or 2% of the City of Palm Bay. The proposed mixed-use development will

bring a new multifamily product type to the City of Palm Bay, while also providing neighborhood retail serving uses for the surrounding South Cove sub-area.

**Policy FLU-2.2B "High Density residential development shall be located in conformance with the Future Land Use Map, with direct access to arterial and collector roadways, and with access to employment centers, recreation, and commercial facilities and shall be served by centralized water and sewer facilities."**

Applicant Response: The subject site is located approximately 600 feet northwest of the intersection between Gran Avenue and U.S. Highway 1. Per the City of Palm Bay's GIS Division, centralized water and sewer service is provided by the City and is available to the subject site. However, access to employment centers and commercial facilities is limited to "strip commercial" developments that exist along the U.S. Highway 1 corridor. Therefore, a mixed-use development with multifamily apartments and neighborhood serving commercial uses will support employment opportunities and reduce traffic by capturing vehicular trips internally between residential and commercial land uses.

**(b) Consistency with the Bayfront Community Redevelopment District 2024 Plan**

**4.3.2. South Cove – Goal – "The US 1 corridor south of Bayfront Village has a unique opportunity to become a beautiful and multi-functional riverfront boulevard lined with riverside pedestrian/bicycle facilities featuring a food market supported neighborhood-servicing retail center and higher intensity residential uses. In working with residential developers and jointly with property assembly, the corridor contains some of the most marketable residential real estate in the BCRD as evidenced by the newer housing developments near the Town of Malabar City limits."**

Applicant Response: The City of Palm Bay's Bayfront Community Redevelopment District 2024 Plan encourages the development of neighborhood serving retail uses and higher density residential uses along the U.S. Highway 1 corridor. The subject site must relate both to the existing single-family neighborhood to the north and west of the subject site and it must provide a transition from the commercial and high-density residential uses along U.S. Highway 1. The proposed project, including multifamily apartments on top of commercial retail, would allow the subject site to meet the goals of the Bayfront Redevelopment District Plan.

**4.3.2. South Cove – Objective – "Encourage the redevelopment and revitalization of the mobile home and residential properties north of Gran's Avenue to higher intensity residential or park use."**

Applicant Response: The subject site is located approximately 600 feet northwest of the intersection between Gran Avenue and U.S. Highway 1. The request to modify the subject site's FLU and Zoning designation to BMU will further develop higher density residential uses mixed with neighborhood serving retail uses.

## 8. REZONING AMENDMENT CRITERIA

Per Section 185.201(C) of the City's Land Development Code, the Applicant demonstrates below how the request to modify the FLU destination to Bayfront Mixed Use meets the four (4) criteria for the evaluation of Comprehensive Plan Amendments:

1. **The need and justification for the change;**

   Applicant Response: The subject site currently retains a FLU designation of Commercial for three parcels and Multifamily Residential for two parcels. The four parcels along U.S. Highway 1 retain a HC Zoning designation and the parcel along the FEC Railroad retains a Zoning designation of RM-10. The existing Zoning designations would limit the mixture of residential and commercial uses together, while constraining the configuration of higher density residential and commercial uses on

the subject site. In addition, the development of the subject site under the existing FLU and Zoning designations would lead to an inconsistent development plan that would be split between commercial and multifamily residential standards. To develop a mixed-use development on the subject site that meets the City's Bayfront Redevelopment Plan, Applicant is requesting a FLU and Zoning map amendment to modify the existing Zoning designations to the FLU and Zoning designation of BMU. The BMU FLU and Zoning designation would provide one land use and zoning category for the entire subject site, thus promoting consistency in development standards for the proposed mixed-use project.

2. **The effect of the change, if any, on the particular property and on the surrounding properties;**

   Applicant Response: The proposed mixed-use project provides landscaped buffers along all property lines and setbacks that meet the land development regulations for the BMU district, thus limiting any impacts on the residential uses to the north and south. The FEC Railroad abuts the western boundary of the subject site, therefore an additional landscape buffer is proposed between the proposed project and the single-family neighborhood to the west. Access to the subject site will tie into existing curb cuts along U.S. Highway 1, which will limit impacts onto the U.S. Highway 1 corridor.

3. **The amount of undeveloped land in general area and in the city having the same classification as that requested;**

   Applicant Response: According to the Bayfront Redevelopment Plan, areas within the South Cove sub-area are to be redeveloped with higher density residential uses. Currently the subject site retains a split in FLU and Zoning designations between commercial and multifamily residential uses. The requested BMU Zoning designation is only allowed with the Bayfront Redevelopment District and, therefore it can be requested for the subject site. In addition, north of the subject site along U.S. Highway 1 is the Indian River Villas project, which allowed for the amendment to the BMU FLU and Zoning designation under Case Number CP-13-2019. Therefore, the BMU Zoning designation exists near the subject site and there is a precedence of BMU districts along the portion of U.S. Highway 1 south of Turkey Creek.

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 plan.**

   Applicant Response: The purpose of the BMU district is to provide areas within the Bayfront Redevelopment District for an attractive and functional mix of high density residential with low density of commercial land uses that are linked by a network of walkways. The proposed project provides such a functional mix of linked uses.

For all of the aforementioned reasons, on behalf of the Applicant we respectfully request approval of an amendment to the Future Land Use Atlas designation of the subject property from Commercial and Multifamily Residential to Bayfront Mixed-Use; and an amendment to the Zoning map designation from HC and RM-10 to BMU.

**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):**

28-37-25-02-*-C; 28-38-30-00-503; 28-38-30-00-505; 28-38-30-00-507; 28-38-30-00-544

**TAX ACCOUNT NUMBER(S):**

2833783; 2850760; 2850762; 2850764; 2862284

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

See attached Legal Description

**PROPERTY ADDRESS:**

N/A

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

12.4 AC

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

Highway Commercial (HC) and RM-10

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

Bayfront Mixed-Use

**STRUCTURES LOCATED ON THE PROPERTY:**

N/A

**PRESENT USE OF THE PROPERTY:**

Vacant

**INTENDED USE OF THE PROPERTY AND JUSTIFICATION FOR THE CHANGE:**

Please see Justification Statement

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

- [x] *A $650.00 application fee. Make Check payable to "City of Palm Bay."
- [x] A Boundary Survey or Sketch with legal descriptions of properties covered by this application.
- [x] 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.)
- [x] 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.
- [x] **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** Chad Riddle - WGI, Inc.

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** Eric Henry **Date** 11/09/2021

**Printed Name** Eric Henry - Engineer Realty LLC

**Full Address** 5703 Red Bug Lake Road, Suite 504, Winter Springs, FL 32708

**Telephone** (561) 839-1718 (Agent) **Email** Chad.Riddle@wginc.com (Agent)

(407) 432-6699 (owner) ericshenry@hotmail.com (owner)

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

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** Patrick J Svoboda, TRUSTEE OR ON **Date** 11-9-2021

**Printed Name** Svoboda, Patrick J; Svoboda, Kathleen D Trustees

**Full Address** 4791 West 215 Street, Bucyrus KS 66013

**Telephone** (561) 839-1718 (Agent) **Email** Chad.Riddle@wginc.com (Agent)
(913) 271-8733 (owner) PKSvoboda@aol.com (owner)

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

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** Robert L Kittleson Pres **Date** 11/8/21

**Printed Name** Robert L Kittleson - Kit Investment of Florida, LLC

**Full Address** 5067 South US 1, Grant, FL 32949

**Telephone** (561) 839-1718 (Agent) **Email** Chad.Riddle@wginc.com (Agent)

(321) 693-6700 (owner) 30racing@bellsouth.net (owner)
scott@usiegalteam.com (attorney)

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

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** Carlos Gonzalez **Date** 11-09-2021

**Printed Name** Carlos Gonzalez

**Full Address** 3477 lago de Talavera wellington FL 33467.

**Telephone** (561) 839-1718 (Agent) **Email** Chad.Riddle@wginc.com (Agent)

(561) 307-6204 (owner) ccpetroinvestments@yahoo.com (owner)

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

Karen@lowellawpa.com (attorney)

November 4, 20 21

**Re: Letter of Authorization**

***As the property owner of the site legally described as:***

Please see attached Legal Description
28-37-25-02-*-C; 28-38-30-00-503; 28-38-30-00-505;
28-38-30-00-507; 28-38-30-00-544

*I*, Owner Name: Engineer Realty LLC

Address: 456 Forestwood Lane, Maitland, FL 32751

Telephone: (561) 839-1718 (Agent) / (407) 432-6099 (owner)

Email: Chad.Riddle@wginc.com (Agent) / ericshenry@hotmail.com (Owne

***hereby authorize:***

Representative: Chad Riddle - WGI

Address: 4371 US Highway 17, Suite 203, Fleming Island, FL 32003

Telephone: (561) 839-1718

Email: Chad.Riddle@wginc.com

***to represent the request(s) for:***

Comprehensive Plan Amendment and Rezoning

(Property Owner Signature)

STATE OF Florida

COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4th day of November, 20 21 by Eric S Henry, property owner.

MARIELY VAZQUEZ
Notary Public - State of Florida
Commission # GG 272090
My Comm. Expires Oct 29, 2022

, Notary Public

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

November 4, 20 21

**Re: Letter of Authorization**

***As the property owner of the site legally described as:***

Tract C, Port Malabar Unit One, according to the Plat thereof, as recorded in Plat Book 13, Page 40 of the Public Records of Brevard County, Florida in Sec 28, Twp 37, Rng 25
28-37-25-02-H-C; OR PIN 28-38-30-00-503; 28-38-30-00-505; 28-38-30-00-507; 28-38-30-00-544

***I,*** Owner Name: Patrick J. and Kathleen D. Svoboda Trustees

Address: 4791 West 215 Street Bucyrus, KS 66013

Telephone: (561) 839-1718 (Agent) / (913)-271-8733 (owner)

Email: Chad.Riddle@wginc.com (Agent) / PKSvoboda@aol.com (owner

***hereby authorize:***

Representative: Chad Riddle - WGI

Address: 4371 US Highway 17, Suite 203, Fleming Island, FL 32003

Telephone: (561) 839-1718

Email: Chad.Riddle@wginc.com

***to represent the request(s) for:***

Comprehensive Plan Amendment and Rezoning

Patrick J. Svoboda, TRUSTEE
(Property Owner Signature)

STATE OF Kansas

COUNTY OF Johnson

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9th day of November, 20 21 by Patrick J. Svobobda, Trustee of Svoboda Trust, property owner.

JULIA ATWELL
My Appointment Expires
October 16, 2023

Julia Atwell
Julia Atwell, Notary Public

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

November 4, 20 21

**Re: Letter of Authorization**

***As the property owner of the site legally described as:***

Please see attached Legal Description
28-37-25-02-* -C; 28-38-30-00-503; 28-38-30-00-505; 28-38-30-00-507; 28-38-30-00-544

***I***, Owner Name: Kit Investment of Florida LLC

Address: 5067 South U.S. Highway 1, Grant, FL 32949

Telephone: (561) 839-1718 (Agent) / (321)-693-6700 (owner)

Email: Chad.Riddle@wginc.com (Agent) / 30racing@bellsouth.net (own
scott@vslegalteam.com (attorney)

***hereby authorize:***

Representative: Chad Riddle - WGI

Address: 4371 US Highway 17, Suite 203, Fleming Island, FL 32003

Telephone: (561) 839-1718

Email: Chad.Riddle@wginc.com

***to represent the request(s) for:***

Comprehensive Plan Amendment and Rezoning

(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 November, 20 21 by Robert Kittenn, property owner.

CYNTHIA B. MCCAUGHEY
MY COMMISSION # GG 194927
EXPIRES: June 5, 2022
Bonded Thru Notary Public Underwriters

, Notary Public

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

FL. Dr. License K 342-772-54-280-0

November 4, 20 21

**Re: Letter of Authorization**

***As the property owner of the site legally described as:***

Please see attached Legal Description
28-37-25-02-*-C; 28-38-30-00-503; 28-38-30-00-505; 28-38-30-00-507; 28-38-30-00-544

***I,*** Owner Name: The Riverview Holdings Group LLC

Address: 3477 Lago de Talavera, Wellington, FL 33467

Telephone: (561) 307-6204

Email: Karen@lowelllawpa.com (attorney) / ccpetroinvestments@yahoo.c (owner)

***hereby authorize:***

Representative: Chad Riddle - WGI

Address: 4371 US Highway 17, Suite 203, Fleming Island, FL 32003

Telephone: (561) 839-1718

Email: Chad.Riddle@wginc.com

***to represent the request(s) for:***

Comprehensive Plan Amendment and Rezoning

Carlos Gonzalez.
(Property Owner Signature)

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ■ physical presence or ☐ online notarization, this 23rd day of November, 20 21 by Carlos Gonzalez, property owner.

VIVIANA AREIZA
MY COMMISSION # HH171499
EXPIRES: September 23, 2025

Viviana Areiza, Notary Public

☐ Personally Known or ☑ Produced the Following Type of Identification:
Florida Drivers License.

CITY OF PALM BAY, FLORIDA

PLANNING AND ZONING BOARD/
LOCAL PLANNING AGENCY
REGULAR MEETING 2022-03

Held on Wednesday, March 2, 2022, 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.

Ms. Leeta Jordan called the meeting to order at approximately 7:00 p.m.

Mr. Donald Boerema led the Pledge of Allegiance to the Flag.

**ROLL CALL:**

| | | |
|---|---|---|
| **CHAIRPERSON:** | Leeta Jordan | Present |
| **MEMBER:** | Philip Weinberg | Present |
| **MEMBER:** | Donald Boerema | Present |
| **MEMBER:** | Khalilah Maragh | Present |
| **MEMBER:** | Randall Olszewski | Present |
| **MEMBER:** | Rainer Warner | Present |
| **MEMBER:** | Vacant | |
| **NON-VOTING MEMBER:** | David Karaffa<br>(School Board Appointee) | Absent |

Ms. Vicki Northrup mistakenly was in attendance as a member of the board. No board actions taken during the meeting were impacted by Ms. Northrup's presence.

**CITY STAFF:** Present were Ms. Alexandra Bernard, Growth Management Director; Ms. Joan Junkala, Deputy City Manager; Ms. Stephanie Kelly, Planner; Ms. Ximena Escobar, Recording Secretary; Ms. Jennifer Cockcroft, Deputy City Attorney.

**ELECTION OF VICE CHAIRPERSON:**

Nominations were made for election of Vice Chairperson.

Motion by Mr. Warner to elect Ms. Khalilah Maragh.

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

**Aye:** Jordan, Weinberg, Boothroyd, Maragh, Olszewski, Warner.

2. **CPZ-6-2022 - Palm Bay Number 3 - Robert Kittleson, Kit Investment of Florida / Carlos Gonzalez, Riverview Holdings Group, LLC / Eric Henry, Engineer Realty, LLC / Patrick and Kathleen Svoboda (Chad Riddle, WGI, Inc., Rep.) - A Zoning amendment from an HC, Highway Commercial District and an RM-10, Single-, Two-, Multiple-Family Residential District to a BMU, Bayfront Mixed Use District. Tract C, Port Malabar Unit 1, Section 25, Township 28, Range 37 along with Tax Parcels 503, 505, 507, and 544 of Section 30, Township 28, Range 38, Brevard County, Florida, containing approximately 12.4 acres. West of and adjacent to Dixie Highway NE, in the vicinity south of Vignoles Avenue NE**

Ms. Bernard presented the staff report for Case CPZ-6-2022. Staff recommended Case CPZ-6-2022 for approval.

Mr. Chad Riddle with WGI, Inc. (representative for the applicant) stated that the subject case was the companion zoning request to Case CP-6-2022. The project overlay had not changed since last month's presentation to the board.

The floor was opened and closed for public comments; there were no comments from the audience, and there was no correspondence in the file.

Motion to submit Case CPZ-6-2022 to City Council for approval.

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

**Aye:** Jordan, Weinberg, Boothroyd, Maragh, Olszewski, Warner.

# ORDINANCE 2022-42

**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 HC (HIGHWAY COMMERCIAL DISTRICT) AND RM-10 (SINGLE-, TWO-, MULTIPLE-FAMILY RESIDENTIAL DISTRICT) TO BMU (BAYFRONT MIXED USE DISTRICT); WHICH PROPERTY IS LOCATED WEST OF AND ADJACENT TO DIXIE HIGHWAY, IN THE VICINITY SOUTH OF VIGNOLES AVENUE, 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 HC (Highway Commercial District) and RM-10 (Single-, Two-, Multiple-Family Residential District) to BMU (Bayfront Mixed Use District), being legally described as follows:

Tract “C”, Port Malabar Unit 1, according to the plat thereof as recorded in Plat Book 13, Page 40, of the Public Records of Brevard County, Florida; Section 25, Township 28S, Range 37E;

**-AND-**

Tax Parcels 503, 505, 507, and 544, of the Public Records of Brevard County, Florida; Section 30, Township 28S, Range 38E;

Containing 12.4 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 of Ordinance 2022-41.

Read in title only at Meeting 2022- , held on , 2022; and read in title only and duly enacted at Meeting 2022- , held on , 2022.

_____

ATTEST: Rob Medina, MAYOR

_____

Terese M. Jones, CITY CLERK

Reviewed by CAO: _____

Applicant: Robert Kittleson, Kit Investment of Florida / Carlos Gonzalez, Riverview Holdings Group, LLC / Eric Henry, Engineer Realty, LLC / Patrick and Kathleen Svoboda

Case: CPZ-6-2022

cc: (date) Applicant
Case File

The City of Palm Bay Florida

# LEGISLATIVE MEMORANDUM

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

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

**THRU:** **Alexandra Bernard, Growth Management Director**

**DATE:** **4/7/2022**

**RE:** **Ordinance 2022-43, amending the City's Comprehensive Plan Future Land Use Map to change the designated use of property located adjacent to and between Wabun Street and Dixie Highway, in the vicinity north of Nokomis Avenue, from Commercial Use and Single-Family Residential Use to Multiple-Family Residential Use (1.33 acres) (Case CP-10-2022, Scott Wotherspoon, Hiawatha Bay, LLC), only one reading required.**

Mr. Rajeev Saxena (Scott Wotherspoon, Hiawatha Bay, LLC, Rep.) has submitted for a small-scale future land use map amendment from Commercial Use and Single-Family Residential Use to Multi-Family Residential Use. The undeveloped land is located west of and adjacent to Dixie Highway NE, in the vicinity south of Port Malabar Boulevard NE. The site is within the Bayfront Village Special Character District of the Bayfront Redevelopment District.

The proposed land use change will allow for a high-quality, multiple-family residential development. The property is not within the Coastal Management Area, or any of the Florida scrub-jay polygons identified in the City's Habitat Conservation Plan (HCP), and no other protected species are known to inhabit the site. The owner/developer will be responsible for extending water and sewer service to the site in accordance with current City regulations. A drainage plan and any stormwater management system will be reviewed and approved by the City and the appropriate agencies during the site plan review process.

**REQUESTING DEPARTMENT:**
Growth Management

**RECOMMENDATION:**
Motion to approve Case CP-10-2022.

**Planning and Zoning Board Recommendation:**
Approval of the request by a vote of 5 to 1.

**ATTACHMENTS:**

**Description**

Case CP-10-2022 - Staff Report
Case CP-10-2022 - Legal-Sketch

Case CP-10-2022 - Justification
Case CP-10-2022 - Application
Case CP-10-2022 - Correspondence
Case CP-10-2022 - Board Minutes
Ordinance 2022-43

# STAFF REPORT

## LAND DEVELOPMENT DIVISION

120 Malabar Road SE • Palm Bay, FL 32907 • Telephone: (321) 733-3042
landdevelopmentweb@palmbayflorida.org

**Prepared by**
Alexandra Bernard, Growth Management Director

| **CASE NUMBER** | **PLANNING & ZONING BOARD HEARING DATE** |
|---|---|
| CP-10-2022 | March 2, 2022 |

| **PROPERTY OWNER & APPLICANT** | **PROPERTY LOCATION/ADDRESS** |
|---|---|
| Rajeev Saxena (Scott Wotherspoon – Hiawatha Bay, LLC) | Lots 3,4,5,6,9,10,11,12, Section 13, Block C, Subdivision 52, Township 28, Range 37, Brevard County, Florida. Specifically, off of Dixie Hwy, just north of Nokomis Avenue NE |

**SUMMARY OF REQUEST** The applicant is requesting a future land use map amendment from Commercial and Single Family Residential to Multi-Family Residential.

| | |
|---|---|
| **Existing Zoning** | HC, Highway Commercial District |
| **Existing Land Use** | Vacant, Commercial and Single family Residential |
| **Site Improvements** | Undeveloped Land |
| **Site Acreage** | 1.30 acres |

**SURROUNDING ZONING & USE OF LAND**

| | |
|---|---|
| **North** | RM-20, Multi-Family Residential District; Vacant |
| **East** | RM-20, Multi-Family Residential District; Dixie Highway, US1; Single Family Home |
| **South** | RS-3 & HC Single-Family Residential and Commercial District; Single Family Residential homes |
| **West** | RS-3, Single Family Residential; Single Family homes |

**BACKGROUND:**

The subject properties are located west of and adjacent to Dixie Highway NE, in the vicinity south of Port Malabar Blvd NE. There is 1.3 acres that are included in this request.

**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-1 is to ensure a high-quality, diversified living environment through the efficient distribution of compatible land uses.

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 Comprehensive Plan (Plan) FLU Element Goal FLU-3 is to provide for economically viable commercial areas which promote a sound and diversified local economy and serve the retail and service needs of the City's residents

The Comprehensive Plan (Plan) FLU Element Goal FLU-8 is to provide for a diverse and self-sustaining pattern of land uses that support the present and future population of the City of Palm Bay.

The subject parcels are located within the Bayfront Village Special Character District, which is within the Bayfront Redevelopment District. The goal of the Bayfront Village District is to create a pedestrian-friendly waterfront community with improved narrow streets, pathways leading to public spaces, attractive views, and a waterfront theme. The goal of the Bayfront Redevelopment Plan is to have the district be developed as an attractive, inviting, and economically successful mixed-use environment that promotes a positive image and identity for the community. The intended use for the 1.30-acre property is a Multi-Family Residential development. The proposed land use amendment would be considered compatible. The change will allow for a high-quality, diversified living environment.

2. CONSERVATION ELEMENT

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

The subject property is not located within any of the Florida scrub-jay polygons identified in the City's Habitat Conservation Plan (HCP). No other protected species are known to inhabit the subject property. Any protected species that would be found on the subject property would need to be mitigated as required by State and Federal regulations and per Comprehensive Plan Policy CON-1.7B.

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

3. HOUSING ELEMENT

The proposed FLU amendment does not adversely impact the supply and variety of safe, decent, attractive, and affordable housing within the City. Instead, it will serve to create additional housing opportunities needed in Palm Bay.

4. INFRASTRUCTURE ELEMENTS

The City evaluates present and future water, sewer, drainage, and solid waste and assesses the ability of infrastructure 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. Public water and sewerage facilities are available at the site. If developed, the owner/developer will be responsible for extending service to the site in accordance with current City regulations.

**Drainage:** If developed, a drainage plan must be prepared in accordance with current regulations and approved by the City, along with appropriate outside agencies, including the St. Johns River Water Management District. Any proposed stormwater management system will be reviewed and approved by the City during the site plan review process

**Solid Waste:** Solid Waste collection is propvided to the area by Republic Services, Inc. Sufficient capacity exists within the Brevard County Landfils to service the property.

5. INTERGOVERNMENTAL COORDINATION ELEMENT

**Public Schools:** The proposed FLU amendment to Multi-Family Residential will add housing units. Some impacts to the public-school system area are anticipated; however, considering the adjacent concurrency service areas, there is sufficient capacity.

6. RECREATION AND OPEN SPACE ELEMENT

The Recreation and Open Space Element addresses the current and future recreational needs of the City. Multi-family residential use does have more of a demand upon the Parks & Recreational Level of Service (LOS) standards than Single Family Residential Use. However, this element 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. Therefore, the density increase would have a De minimus effect on the recreation LOS.

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. The land use change will not adversely affect the roadway level of service.

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.

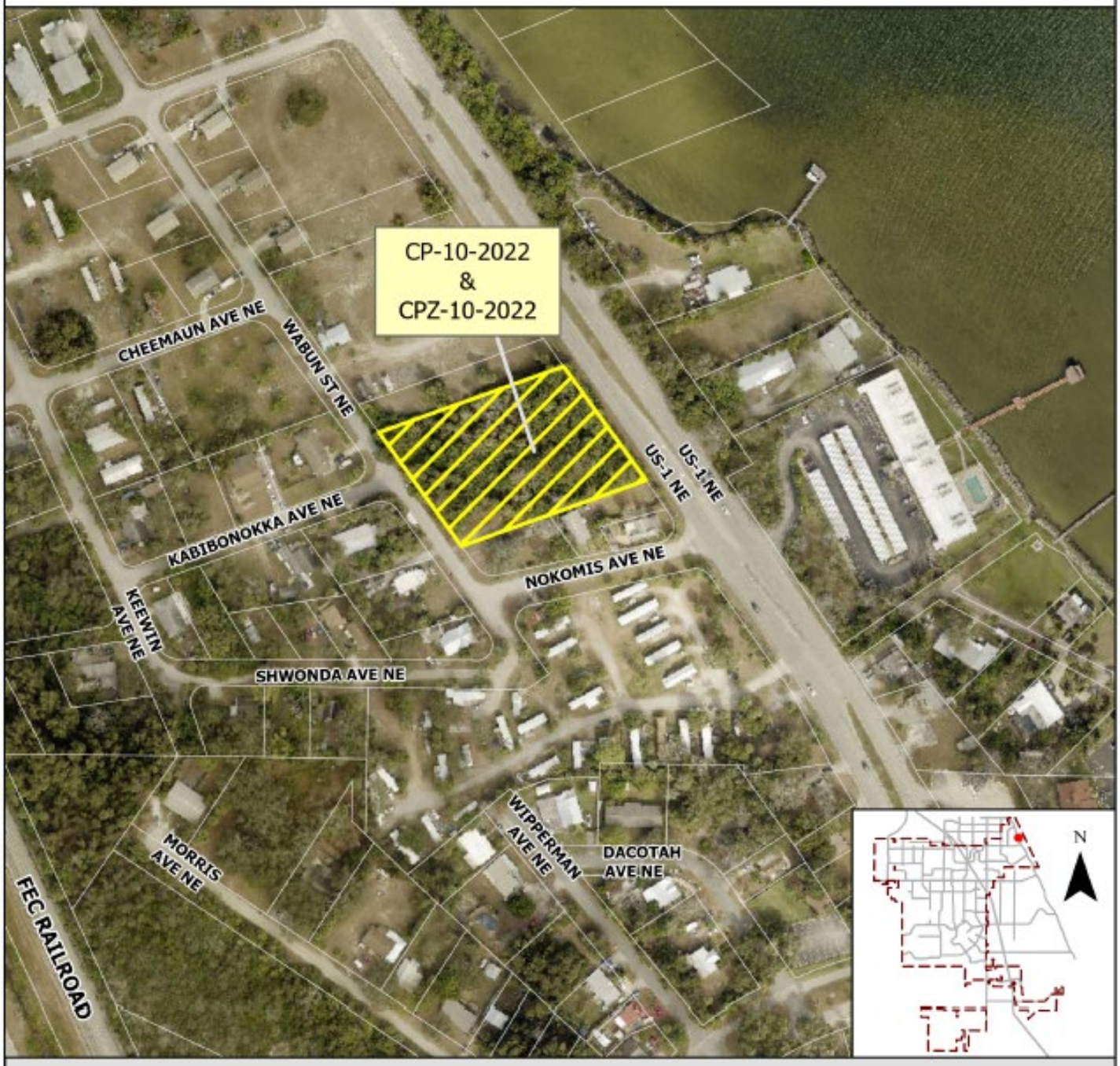
This proposed land-use change does not appear to infringe upon the property rights of the applicant.

**STAFF RECOMMENDATION:**

Case CP-10-2022 is recommended for approval.

The City of Palm Bay Florida

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



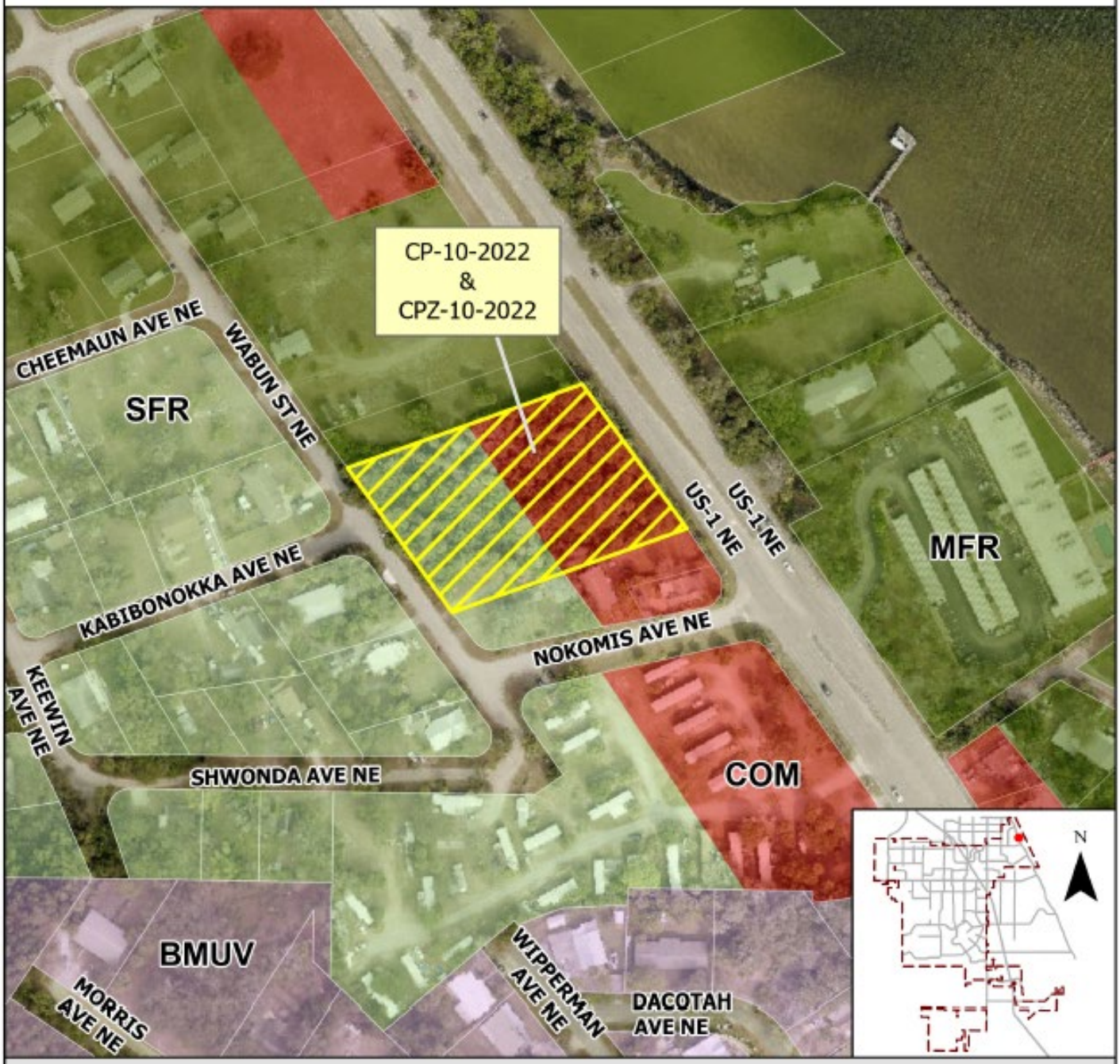

## AERIAL LOCATION MAP CASE: CP-10-2022 & CPZ-10-2022

**Subject Property**

Between and adjacent to Wabun Street NE and Dixie Highway NE, in the vicinity north of Nokomis Avenue NE

The City of Palm Bay Florida

*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-10-2022 & CPZ-10-2022

**Subject Property**

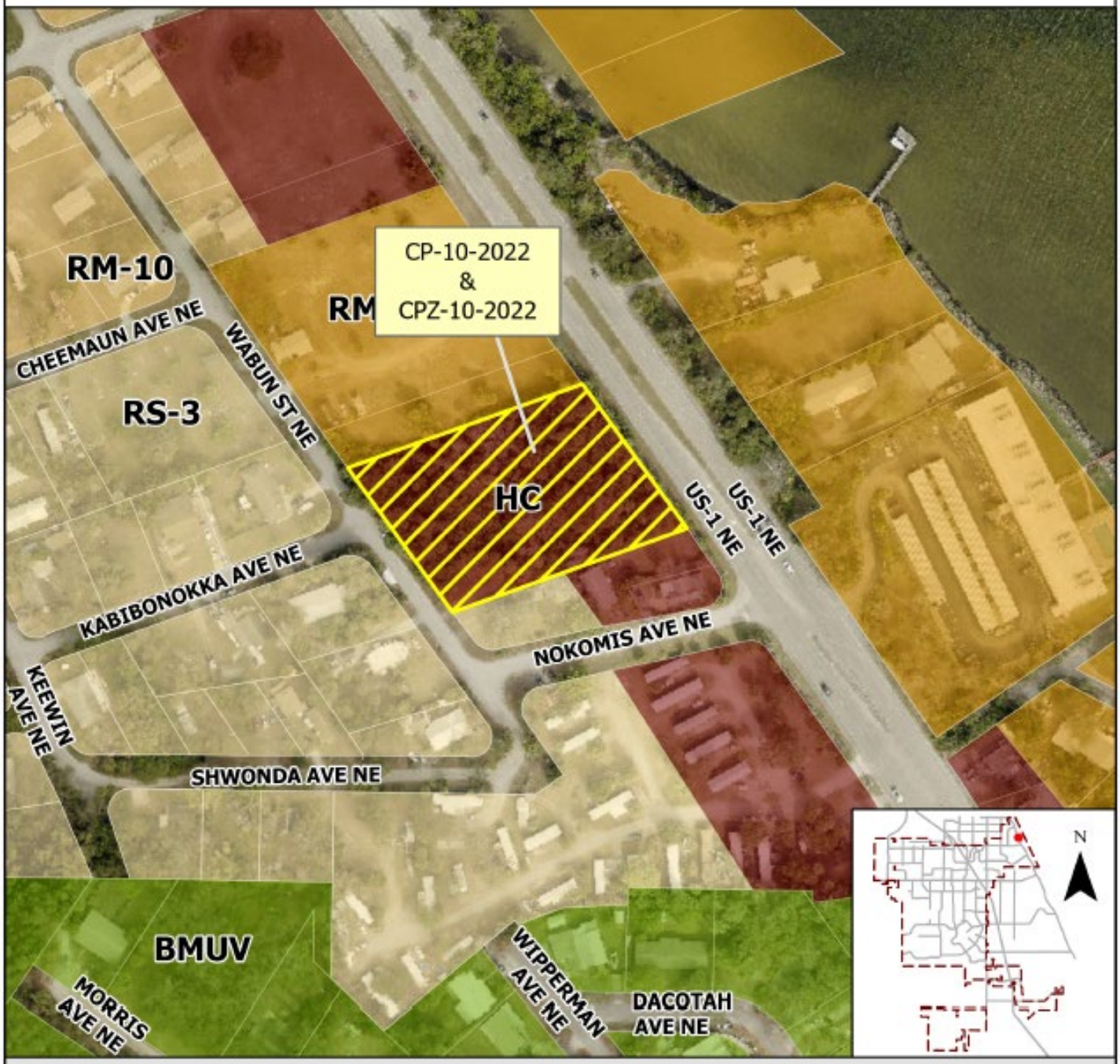
Between and adjacent to Wabun Street NE and Dixie Highway NE, in the vicinity north of Nokomis Avenue NE

**Future Land Use Classification**

SFR, COM – Single Family Residential, Commercial

The City of Palm Bay Florida

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




## ZONING MAP CASE: CP-10-2022 & CPZ-10-2022

**Subject Property**

Between and adjacent to Wabun Street NE and Dixie Highway NE, in the vicinity north of Nokomis Avenue NE

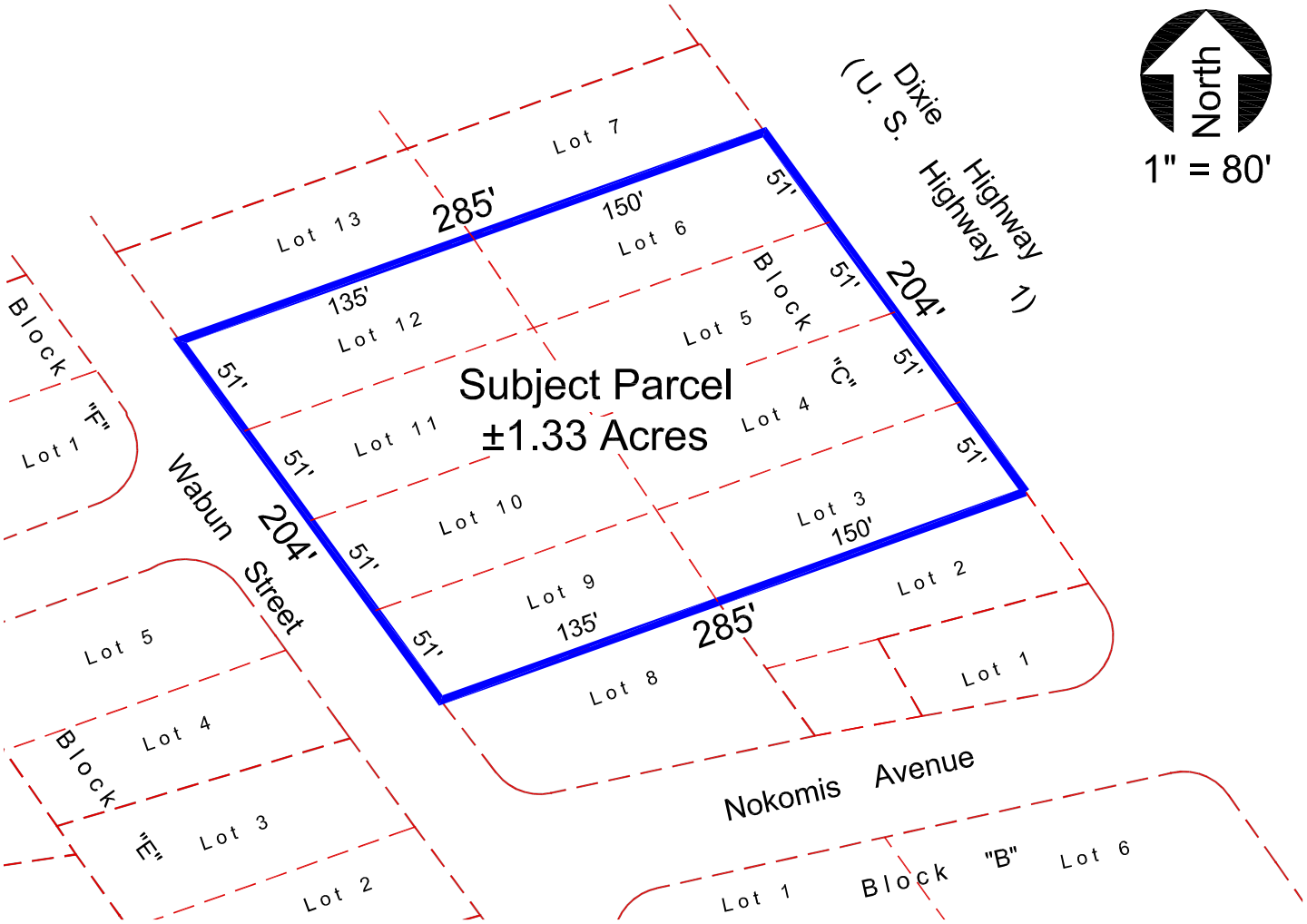
**Current Zoning Classification**

HC – Highway Commercial

# Legal Description Sketch

## Legal Description:

Lots 3, 4, 5, 6, 9, 10, 11, and 12, Block C, HIAWATHA GARDENS, according to the plat thereof, as recorded in Plat Book 4, Page 21 of the Public Records of Brevard County, Florida.




Legal Description_sketch.dwg


Fat Tuna Consulting
Consulting ▯ Planning
Geographic Information Systems
909 S. Miramar Ave. Indialantic, Florida 32903
321.258.8323 sailflow@gmail.com


Legal Description Sketch
For:
HIAWATHA BAY LLC
Lots 3-6,9-12, Blk C Hiawatha Gardens, PB 4, Pg 21

Rev. : 01/24/2022
Drawn: cadd vi
Job #: 2132
Sheet 1 of 1

# Hiawatha Bay

## Zoning Change and Land Use/Comprehensive Plan Amendment

To: City of Palm Bay

## Justification Statement

Submitted: January 31, 2022

**A. Change/Amendment Requested**

1. **Zoning Change:**

   From: Highway Commercial (HC) to: Multi-Family Residential (RM-20)

2. **Land Use/Comprehensive Plan Amendment:**

   East 1/2:

   From: Commercial (COM) to: Multi-Family Residential (MFR)

   West 1/2:

   From: Single Family Residential (SFR) to: Multi-Family Residential (MFR)

## B. Property

### 1. Summary

The property is a 1.33 acre vacant parcel located on the West side of US 1, between Hiawatha Avenue and Nokomis Ave, bordered on the West by Wabun Street. The property lies within the Riverview subdistrict of the City's Bayfront Community Redevelopment District.

The property consists of 8 platted lots within the Hiawatha Gardens subdivision, and is vacant. The current owner has owned it since 1998 and reports no history of building permits or any other development activities.

### 2. Adjacent Properties

**North**

| | | | | | |
|---|---|---|---|---|---|
| Zoning: | **RM-20** | FLU: | **MFR** | Existing Use: | Vacant |

**South**

East Half

| | | | | | |
|---|---|---|---|---|---|
| Zoning: | **HC** | FLU: | **MFR** | Existing Use: | Single Family Res. |

West Half:

| | | | | | |
|---|---|---|---|---|---|
| Zoning: | **RS-3** | FLU: | **MFR** | Existing Use: | Single Family Res. |

**East**

Bordered by U.S. Highway 1, Dixie Highway

**West**

Bordered by Wabun Street NE

## C. Justification for Change/Amendment

The applicant plans to develop a luxury rental apartment community of 20-24 units, taking advantage of the site's easy access and river views. The requested density of 20 units per acre would yield 26 units.

The subject property is ideally situated in an area already surrounded by Residentially zoned properties, make it a perfect candidate for the switch to Multi-family Zoning and Future Land Use (FLU). Multi-family housing is needed in Palm Bay. The City's GIS shows Multi-family residential districts comprise only approximately 2% of the City's area.

The property, along with the neighboring Multi-family property to the North, represent a significant opportunity for the City to beautify and improve the Northerly US 1 entry corridor. The proposed site will provide buffers with landscaping, along with the setbacks and other standard regulations for development within the RM-20 district. Access to the project site will be from US 1 on the East and Wabun Street on the West.

The City's goals, policies, and objectives of the Comprehensive plan, as well as those of the Bayfront Community Redevelopment District would be well served by this change, as outlined below.

1. **<u>Zoning Change from HC-Highway Commercial to RM-20 Residential Multi-Family:</u>**

The City's code states: *All proposed amendments shall be submitted to the Planning and Zoning Board which shall study such proposals to determine:*

1. ***The need and justification for the change.***
   Applicant Response: The site lies within an area of all residential uses. The existing Highway Commercial zone is not compatible with the surrounding properties.

2. ***When pertaining to the rezoning of land, the effect of the change, if any, on the particular property and on surrounding properties***
   Applicant Response: The change would make the property more compatible with surrounding properties by bringing it into a more suitable district.

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***
   Applicant Response: The City's GIS shows Multi-family residential districts comprise only approximately 2% of the City's area. Within the immediate area, there are only 2 vacant Multi-family properties. One is the 1.7 acre adjacent property to the North, and the other is the 1.18 acre Steamboat Landing parcel.

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 plan.***
   Applicant Response: The proposed change will further the purposes of the Palm Bay Land Development code and Comprehensive plan by providing a much needed opportunity for multi-family housing close to the City's center, and within the Bayfront Community Redevelopment District.

2. **<u>Land Use/Comprehensive Plan Change from COM & RS-3 to MFR Residential Multi-Family:</u>**

The City's code states: *The Future Land Use Element designates future land use patterns to meet the goals, objectives and policies of the City's Comprehensive Plan.*

1. ***Consistency with the City's Comprehensive Plan***
   a. **Goal FLU-1 "Ensure a high quality, diversified living environment through the efficient distribution of compatible land uses."**
      Applicant Response: The site lies within an area of all residential uses. The existing Highway Commercial zone is not compatible with the surrounding properties. This change would more efficiently distribute the pattern of land uses by bringing it into a residential zone and land use.

   b. **Goal FLU-2 "Provide for and maintain viable neighborhoods and residential development to meet the existing and future needs of the residents of Palm Bay."**

Applicant Response: The City's GIS shows Multi-family residential districts comprise only approximately 2% of the City's area. Within the immediate area, there are only 2 vacant Multi-family properties. This luxury project would help to create and maintain a residential neighborhood that would beautify and add value to nearby properties.

c. **Objective FLU-2.3 "Prevent incompatible land uses from locating in residential areas in order to promote neighborhood stability and prevent deterioration."**
Applicant Response: The site lies within an area of all residential uses. The existing Highway Commercial zone is not compatible with the surrounding properties. The proposed use would promote neighborhood stability and help prevent deterioration by creating luxury units that would prevent blight, and add greatly to the tax revenues of the city.

d. **Goal FLU-8 "A diverse and self-sustaining pattern of land uses which support the present and future population of the City of Palm Bay."**
Applicant Response: The City needs Multi-family properties, as evidenced by only 2% of the City's area being zoned Multi-family. Multi-family use also creates and supports a self-sustaining pattern of land uses by more closely aligning the use with the surrounding property and the City's needs.

2. ***Consistency with the City's Bayfront Community District Redevelopment 2024 Plan***

e. **Section 4.3.3 Riverview District "**Develop and maintain a northern gateway entrance with improved landscaping and signs.**"**
Applicant Response: The site will help improve the Northern Gateway Entrance by improving landscaping and pedestrian access

In conclusion, the applicant respectfully requests approval of a Zoning Change from HC to RM-20, and a Future Land Use Change from RS-3 and COM to MFR. We feel that it is in the best interests of the City, and meets the goals, objectives and policies of the Code and the Comprehensive Plan.

**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 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. **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:**

- [x] **Small Scale** (50 acres or Less)
- [ ] **Text Amendment** (Comp. Plan)
- [ ] **Large Scale** (More than 50 acres)

**PARCEL ID(S):**

28-37-13-52-C-3

**TAX ACCOUNT NUMBER(S):**

2825998

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

Lots 3, 4, 5, 6, 9, 10, 11, and 12, Block C, HIAWATHA GARDENS, according to the plat thereof, as recorded in Plat Book 4, Page 21 of the Public Records of Brevard County, Florida.

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

1.3 Acres

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

SFR - Single Family (West Half - Lots 9, 10, 11, and 12)
COM - Commercial (East Half - Lots 3, 4, 5, and 6)

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

MFR - Multi Family Residential

**PRESENT USE OF PROPERTY:**

Vacant Land

**STRUCTURES LOCATED ON THE PROPERTY:** None

**REZONING FILED IN CONJUNCTION WITH THIS APPLICATION:** Yes - from HC to RM-20

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

The applicant plans to construct a luxury rental community.
Please see Exhibit "A" for full narrative and justification.
See Rezoning Application submitted concurrently.

**SPECIFIC USE INTENDED FOR PROPERTY:**

The applicant plans to construct a luxury rental community.
Please see Exhibit "A" for full narrative and justification.

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

- [x] *Application Fee. Make Check payable to "City of Palm Bay."
  - [x] **$1,200.00 - Small Scale** (50 acres or Less)
  - [ ] **$2,000.00 - Large Scale** (More than 50 acres)
  - [ ] **$2,000.00 - Text Amendment** (Comp. Plan)

- [x] Legal description of the subject property with a sketch of the legal. **Also provide the site sketch on Memory Drive.**

- [x] 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.)

- [x] 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.

- [x] 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.

- [x] **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** Scott Wotherspoon - Hiawatha Bay 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 COMPREHENSIVE PLAN OR FUTURE LAND USE MAP AMENDMENT APPLICATION AND THAT THE FACTS STATED IN IT ARE TRUE.**

**Owner Signature** _____ **Date** January 28, 2022

**Printed Name** Scott Wotherspoon - Hiawatha Bay LLC

**Full Address** 909 S Miramar Ave. Indialantic FL 32903

**Telephone** 321-258-8323 **Email** sailflow@gmail.com

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

# OWNERS CONSENT TO REZONING AND LAND USE CHANGE APPLICATION

I, **RAJEEV SAXENA**, **(Owner)** as undersigned owner of the below described Property, do hereby authorize **SCOTT WOTHERSPOON** **(Agent)** to act as Agent in any and all Rezoning and Land Use Change applications, all required City of Palm Bay staff meetings, and Planning and Zoning Board meetings, as Agent deems necessary.

**Property Description:**

Brevard County Parcel ID: 28-37-13-52-C-3

Lots 3, 4, 5, 6, 9, 10, 11, and 12, Block C, HIAWATHA GARDENS, according to the plat thereof, as recorded in Plat Book 4, Page 21 of the Public Records of Brevard County, Florida.

**Rajeev Saxena**:

Witness 1 Printed Name: Renee McCoy

Witness 2 Printed Name: Matthew D. Weigel

STATE OF Georgia

COUNTY OF Laurens

I HEREBY CERTIFY that on this 26 day of January, 2022 before me, personally appeared **Rajeev Saxena** who [ ] is/are personally known to me or [ ] has/have produced _ as identification, and who executed the foregoing instrument and acknowledged before me that they executed the same.

KEVIN BARRY O'NEAL NOTARY PUBLIC Comm. Exp. 08/12/23 LAURENS COUNTY, GA

(Official Seal)

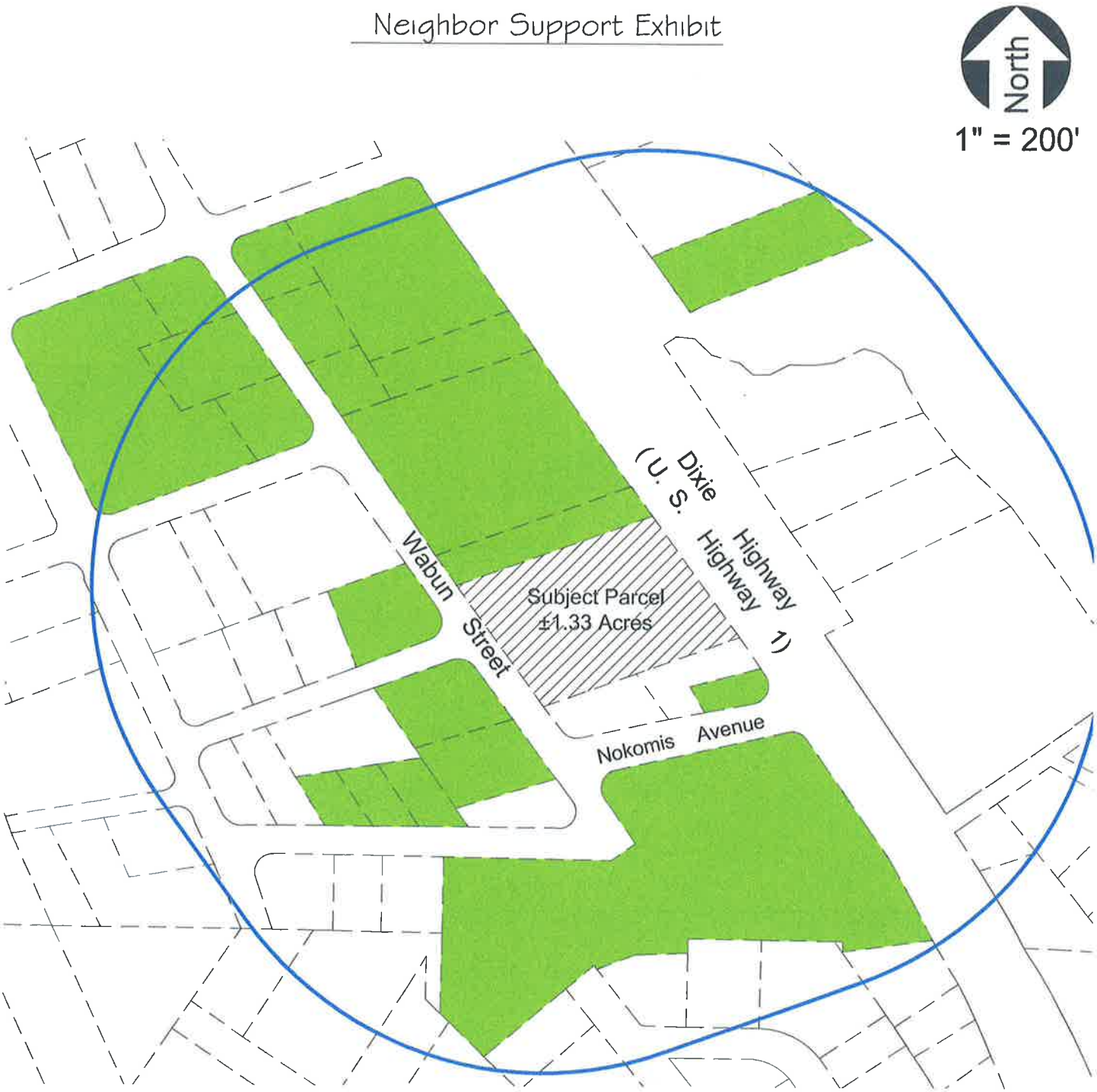
Notary Public -- State of Georgia

Printed Name: Kevin O'Neal

My commission expires 8/12/23

SUBMITTED BY SCOTT WOTHLERSPOON AT 3/2/2022 P&Z MEETING

# Neighbor Support Exhibit




Denotes Owners who have sent emails voicing support for this Zoning and Land Use Change

Legal Description_sketch.dwg


Fat Tuna Consulting
Consulting ▯ Planning
Geographic Information Systems
909 S. Miramar Ave. Indialantic, Florida 32903
321.258.8323 sailflow@gmail.com


Neighbors' Support Exhibit
For:
HIAWATHA BAY LLC
Lots 3-6,9-12, Blk C Hiawatha Gardens, PB 4, Pg 21

Rev.: 03.02.2022
Drawn: cadd vi
Job #: 2132
Sheet 1 of 1

Gmail

Scott Wotherspoon <sailflow@gmail.com>

# Re: Zoning/Land Use Change

**Ronnie Chabot** <chabot78@gmail.com>
To: Scott Wotherspoon <sailflow@gmail.com>

Wed, Mar 2, 2022 at 2:00 PM

Scott,

Good talking to you and look forward to the future.

To Whom it may concern,

I'm Ronald Chabot, current owner of 3830, 3840 and 3845 Dixie HWY NE Palm Bay, FL 32905. North of Parcel ID:28-37-13-52-C-3 Hiawatha Bay applying for rezoning from Highway Commercial to Multi Family and I approve of these changes.

Thank you,
Ronald Chabot

321-403-3877

Gmail

Scott Wotherspoon <sailflow@gmail.com>

# Re: Land Use and Zoning Change - City of Palm Bay

1 message

**Don Smith** <dsmith@completecarefl.com>
To: Scott Wotherspoon <sailflow@gmail.com>

Wed, Mar 2, 2022 at 3:24 PM

Scott, this is Don Smith CEO of complete care family medicine and owner of coral way promotions which owns 3 lots And 3 rental units in Hiawatha gardens. I am in complete support of your changes in the Palm Bay property you are requiring. If I can be of any assistance please let me know .
sincerely ,
Don Smith
3212433733

Sent from my Verizon, Samsung Galaxy smartphone
Get Outlook for Android

Gmail

Scott Wotherspoon <sailflow@gmail.com>

# Re: Zoning and Land Use Change

1 message

**Caila F** <caila11@live.com>
To: Scott Wotherspoon <sailflow@gmail.com>

Wed, Mar 2, 2022 at 3:43 PM

Hi Scott,

Good talking with you today. I love nature and am extremely pleased with your hope to leave the tortoise on the property. I'm very glad your apartments are going in instead of a commercial development.

Thanks and see you later,

Caila Froling

Get Outlook for Android

Gmail

Scott Wotherspoon <sailflow@gmail.com>

## Re: Zoning/ Land Use Change

**Cheri Zettle** <cheriz@bellsouth.net>
To: Scott Wotherspoon <sailflow@gmail.com>

Wed, Mar 2, 2022 at 3:44 PM

Hello Scott,
Because I live directly across the street from your property, I am definitely in favor of changing the zoning from commercial to multi-family residential.
Thank you for being proactive in the neighborhood. I look forward to seeing what unfolds.

With gratitude,
Cheri Zettle
Sent from my iPad

CONFIDENTIALITY STATEMENT: This message is intended only for the addressee and may contain information that is confidential or privileged. Unauthorized use is strictly prohibited and may be unlawful. If you are not the intended recipient, or the person responsible for delivering to the intended recipient, you should not read, copy, disclose or otherwise use this message, except for the purpose of delivery to the addressee. If you have received this email in error, please delete it and inform the sender immediately via email.

Gmail

Scott Wotherspoon <sailflow@gmail.com>

# Hiawatha Bay LLC zoning

**Pete Stickney** <pete@slatecommercial.com>
To: Scott Wotherspoon <sailflow@gmail.com>

Wed, Mar 2, 2022 at 3:07 PM

Hi Scott,

Speaking on behalf of Slate on 1, LLC (adjacent neighbor to the north), we are in support of your rezone from commercial use and single-family use to multi-family residential use. We believe this is in the best interest for the community and are in full support.

Thank you,


SLATE

**PETE STICKNEY**

Chief Operating Officer

214.907.5356

pete@slatecommercial.com | slatecommercial.com

5729 Lebanon Rd. #144589 | Frisco, TX 75034


SLATE

**image001.jpg**
6K

Gmail

Scott Wotherspoon <sailflow@gmail.com>

# Re: Zoning/Land Use Change in Palm Bay Florida

**Amanda Sekel** <amanda@mccunealfant.com>
To: Scott Wotherspoon <sailflow@gmail.com>

Wed, Mar 2, 2022 at 10:32 AM

Good morning Mr. Wotherspoon,

MHP Palm Bay, LLC has no objection to your request for change of Zoning.

Thank you,

Amanda Sekel
Legal Assistant
McCune & Alfant
38 Grant Street
St. Augustine, Florida 32084
904-808-0426 - Telephone

Gmail

Scott Wotherspoon <sailflow@gmail.com>

# Re: Zoning/Land Use Change

1 message

**Sue Makara** <makarasue@gmail.com>
To: Scott Wotherspoon <sailflow@gmail.com>

Wed, Mar 2, 2022 at 8:04 AM

Good morning Scott,

Yes, I support the zoning change from commercial to multi family residential

Sincerely,

Sue Makara
Managing Partner
Seymour Investment Group, LLC

941-780-3349

Florida Notary Public

CITY OF PALM BAY, FLORIDA

PLANNING AND ZONING BOARD/
LOCAL PLANNING AGENCY
REGULAR MEETING 2022-03

Held on Wednesday, March 2, 2022, 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.

Ms. Leeta Jordan called the meeting to order at approximately 7:00 p.m.

Mr. Donald Boerema led the Pledge of Allegiance to the Flag.

**ROLL CALL:**

| | | |
|---|---|---|
| **CHAIRPERSON:** | Leeta Jordan | Present |
| **MEMBER:** | Philip Weinberg | Present |
| **MEMBER:** | Donald Boerema | Present |
| **MEMBER:** | Khalilah Maragh | Present |
| **MEMBER:** | Randall Olszewski | Present |
| **MEMBER:** | Rainer Warner | Present |
| **MEMBER:** | Vacant | |
| **NON-VOTING MEMBER:** | David Karaffa<br>(School Board Appointee) | Absent |

Ms. Vicki Northrup mistakenly was in attendance as a member of the board. No board actions taken during the meeting were impacted by Ms. Northrup's presence.

**CITY STAFF:** Present were Ms. Alexandra Bernard, Growth Management Director; Ms. Joan Junkala, Deputy City Manager; Ms. Stephanie Kelly, Planner; Ms. Ximena Escobar, Recording Secretary; Ms. Jennifer Cockcroft, Deputy City Attorney.

**ELECTION OF VICE CHAIRPERSON:**

Nominations were made for election of Vice Chairperson.

Motion by Mr. Warner to elect Ms. Khalilah Maragh.

Motion to submit Case CU-10-2022 to City Council for approval, subject to the staff comments contained in the report.

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

**Aye:** Jordan, Weinberg, Boothroyd, Maragh, Olszewski, Warner.

4. ****PD-11-2022 - Cricket Drive Subdivision – Anthony Scotto, Whybrew Court, LLC (Jake Wise, P.E., Construction Engineering Group, LLC, Rep.) - A Preliminary Development Plan to allow a proposed PUD for a 57-lot single-family residential development called Cricket Drive Subdivision. Tax Parcel 257 along with Lot 1 of Block 2177, Port Malabar Unit 29, Section 33, Township 28, Range 37, Brevard County, Florida, containing approximately 20.36 acres. Located north of and adjacent to Cricket Drive NE, in the vicinity between Nolan Street NE and Nogales Avenue NE, specifically at 825 Cricket Drive NE**

   Case PD-11-2022 was discussed under Announcements, Item 1.

5. **CP-10-2022 - Hiawatha Bay – Rajeev Saxena (Scott Wotherspoon, Hiawatha Bay, LLC, Rep.) - A small-scale Comprehensive Plan Future Land Use Map amendment from Commercial Use and Single-Family Residential Use to Multiple-Family Residential Use. Lots 3 through 6 and 9 through 12, Block C, Hiawatha Gardens, Section 13, Township 28, Range 37, Brevard County, Florida, containing approximately 1.33 acres. Located adjacent to and between Wabun Street NE and Dixie Highway NE, in the vicinity north of Nokomis Avenue NE**

   Ms. Bernard presented the staff report for Case CP-10-2022. Staff recommended Case CP-10-2022 for approval.

   Mr. Scott Wotherspoon with Hiawatha Bay, LLC (representative for the applicant) stated how the proposed multiple-family residential designation fit better with the surrounding single-family residential neighborhood than the current commercial land use. He commented on the possibility of a shared driveway onto Dixie Highway NE with the multiple-family property to the north to reduce traffic issues. Drainage would

meet City and state requirements, and based on preliminary soil studies, there would be no percolation issues.

Ms. Maragh inquired about the development planned for the site. Mr. Boerema wanted to know the number of floors proposed. Mr. Wotherspoon stated that high-end rental units were planned for the site to take advantage of the view of the river. Building height and the number of floors had not yet been determined.

Mr. Warner questioned why the land use request was not for a BMU, Bayfront Mixed Use or BMUV, Bayfront Mixed Use Village designation. Mr. Wortherspoon stated that the residential project was not a mixed use.

The floor was opened for public comments.

Ms. Susan B. Connolly (resident of Castaway Cove Condominiums) spoke against the request. She stated that a one-acre property was too small for 26 potential units. The site was one of the few remaining properties on the riverfront that the public could access. The existing commercial and single-family land use made the land a unique, tiny property where the public could still view the river and enjoy nature. Commercial businesses that supported recreational use should be encouraged for the site.

Mr. Victor Farvet (resident of Castaway Cove Condominiums) stated that the exact number of units planned for the project should be known. He believed that developments in the area should provide improvements like bicycle paths and sidewalks. He said that additional residents would increase traffic problems with speeders and accidents.

Mr. Jerry Nesseler (resident of Castaway Cove Condominiums) commented on a multiple-family project planned nearby on Robert J. Conlan Boulevard NE. He was concerned about the density of the subject proposal, and the speeding traffic with no sidewalks. He inquired about the developer's building track record.

Mr. Bill Battin (resident at Ocean Spray Street SW) remarked on how calculating the parks and recreational levels of service based on the regional-sized park in the City prevented the construction of any new local neighborhood parks.

In response to the comments from the audience, Mr. Wotherspoon stated that he along with investors would be developing the site, and that they had built similar multiple-family products together for years in the Martin County area. The subject development would consist of luxury rental apartments across the street from the river, and there was a park site within a block of the property. Possible sidewalks and traffic improvements would be addressed during the Florida Department of Transportation permitting process. Sidewalks could potentially be installed along the front and rear of the site. He explained that a site plan with the number of units would be prepared once the land use and rezoning amendments were assured. He stated that the project would generate substantial impact fees to fund parks and other infrastructure.

Ms. Maragh asked about the applicant's contact with the neighbors. Mr. Wotherspoon submitted seven letters from area property owners in support of the request. He had contacted the neighboring property owners individually.

The floor was closed for public comments.

Motion to submit Case CP-10-2022 to City Council for approval.

Motion by Mr. Weinberg, seconded by Mr. Boerema.

Mr. Warner stated that he was opposed to removing commercial land from U.S. Highway 1 in the Bayfront area and to the number of units being proposed for the 1.33-acre site. The proposed change seemed to be an incompatible land use for the area.

Ms. Maragh explained to the audience that developments approved by the board still underwent a rigorous administrative approval process that ensured the projects made sense for Palm Bay. The proposed project would offer a diversity in housing options in the City, and the land was not directly on the river.

Mr. Weinberg stated that luxury apartments were preferable to another deteriorating strip center with future vacancies, and that a residential or mixed-use development near the riverfront would be more advantageous.

A vote was called on the motion to submit Case CP-10-2022 to City Council for approval.

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

**Aye:** Jordan, Weinberg, Boothroyd, Maragh, Olszewski.

**Nay:** Warner.

6. ****CPZ-10-2022 - Hiawatha Bay – Rajeev Saxena (Scott Wotherspoon, Hiawatha Bay, LLC, Rep.) - A Zoning amendment from an HC, Highway Commercial District to an RM-20, Multiple-Family Residential District. Lots 3 through 6 and 9 through 12, Block C, Hiawatha Gardens, Section 13, Township 28, Range 37, Brevard County, Florida, containing approximately 1.33 acres. Located adjacent to and between Wabun Street NE and Dixie Highway NE, in the vicinity north of Nokomis Avenue NE**

Ms. Bernard presented the staff report for Case CPZ-10-2022. Staff recommended Case CPZ-10-2022 for approval.

Mr. Scott Wotherspoon with Hiawatha Bay, LLC (representative for the applicant) stated how the area neighbors of the subject site were in favor of the proposed zoning change to residential without commercial. A commercial development would cause a greater impact on the traffic.

The floor was opened for public comments.

Ms. Susan B. Connolly (resident of Castaway Cove Condominiums) spoke against the request. She said that the neighborhood currently consisted of trailer parks and criminal activity, and that the neighbors in favor of the request were likely living in poverty. An environmentally friendly commercial project could be located on the site. The property was not on the river, but the river was visible. She felt that 26 units on 1.33 acres did not make sense. Development close to the lagoon should also meet standards regarding drainage runoff and permeable pavement. She wanted more details about the project prior to any approval.

# ORDINANCE 2022-43

**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 March 2, 2022, 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 April 7, 2022, 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 Commercial Use and Single-Family Residential Use to Multiple-Family Residential Use, which property is legally described as follows:

> Lots 3 through 6 and 9 through 12, Block C, Hiawatha Gardens, according to the plat thereof as recorded in Plat Book 4, Page 21, of the Public Records of Brevard County, Florida; Section 13, Township 28S, Range 37E; containing 1.33 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 2022- , held on , 2022.

_____

ATTEST: Rob Medina, MAYOR

_____

Terese M. Jones, CITY CLERK

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

Reviewed by CAO: _____

Applicant: Scott Wotherspoon, Hiawatha Bay, LLC
Case: CP-10-2022

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

The City of Palm Bay Florida

# LEGISLATIVE MEMORANDUM

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

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

**THRU:** **Alexandra Bernard, Growth Management Director**

**DATE:** **4/7/2022**

**RE:** **Ordinance 2022-44, rezoning property located adjacent to and between Wabun Street and Dixie Highway, in the vicinity north of Nokomis Avenue, from HC (Highway Commercial District) to RM-20 (Multiple-Family Residential District) (1.33 acres) (Case CPZ-10-2022, Scott Wotherspoon, Hiawatha Bay, LLC), first reading. (Quasi-Judicial Proceeding)**

Mr. Rajeev Saxena (Scott Wotherspoon, Hiawatha Bay, LLC, Rep.) has submitted for a rezoning from HC, Highway Commercial to RM-20, Multiple-Family Residential. The undeveloped land is located west of and adjacent to Dixie Highway NE, in the vicinity south of Port Malabar Boulevard NE. The site is within the Bayfront Village Special Character District of the Bayfront Redevelopment District.

A multiple-family residential development is intended for the subject site. The RM-20 zoning district is compatible with the surrounding area and consistent with the City's desire and plans for redevelopment in the Bayfront Redevelopment District.

**REQUESTING DEPARTMENT:**
Growth Management

**RECOMMENDATION:**
Motion to approve Case CPZ-10-2022.

**Planning and Zoning Board Recommendation:**
Approval of the request by a vote of 5 to 1.

**ATTACHMENTS:**

**Description**

Case CPZ-10-2022 - Staff Report
Case CPZ-10-2022 - Legal Sketch
Case CPZ-10-2022 - Justification
Case CPZ-10-2022 - Application
Case CPZ-10-2022 - Correspondence
Case CPZ-10-2022 - Board Minutes
Ordinance 2022-44

# STAFF REPORT

## LAND DEVELOPMENT DIVISION

120 Malabar Road SE • Palm Bay, FL 32907 • Telephone: (321) 733-3042
landdevelopmentweb@palmbayflorida.org

**Prepared by**
Alexandra Bernard, Growth Management Director

| **CASE NUMBER** | **PLANNING & ZONING BOARD HEARING DATE** |
|---|---|
| CPZ-10-2022 | March 2, 2022 |

| **PROPERTY OWNER & APPLICANT** | **PROPERTY LOCATION/ADDRESS** |
|---|---|
| Rajeev Saxena (Scott Wotherspoon – Hiawatha Bay, LLC) | Lots 3,4,5,6,9,10,11,12, Section 13, Block C, Subdivision 52, Township 28, Range 37, Brevard County, Florida. Specifically, off of Dixie Hwy, just north of Nokomis Avenue NE |

**SUMMARY OF REQUEST** The applicant is requesting a rezoning from HC, Highway Commercial to RM-20, Multi-Family Residential.

| | |
|---|---|
| **Existing Zoning** | HC, Highway Commercial District |
| **Existing Land Use** | Vacant, Commercial and Single family Residential |
| **Site Improvements** | Undeveloped Land |
| **Site Acreage** | 1.30 acres |

**SURROUNDING ZONING & USE OF LAND**

| | |
|---|---|
| **North** | RM-20, Multi-Family Residential District; Vacant |
| **East** | RM-20, Multi-Family Residential District; Dixie Highway, US1; Single Family Home |
| **South** | RS-3 & HC Single-Family Residential and Commercial District; Single Family Residential homes |
| **West** | RS-3, Single Family Residential; Single Family homes |

**BACKGROUND:**

The subject properties are located west of and adjacent to Dixie Highway NE, in the vicinity south of Port Malabar Blvd NE. There is 1.3 acres that are included in this request.

**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 the justification for the change is "to change the zoning district to enable the developer to construct a proposed multi-family development." The Multi-Family Zoning District will allow for multifamily uses. The change in zoning will help to revitalize the area.

**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 designation of the RM-20 zoning district for the subject properties is compatible with the surrounding area and is consistent with the City's desire and plan for redevelopment in the Bayfront District.

**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.*

Approximately 550 acres of RM-20, Multi-Family Residential Use zoned land is within the City limits.

**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).*

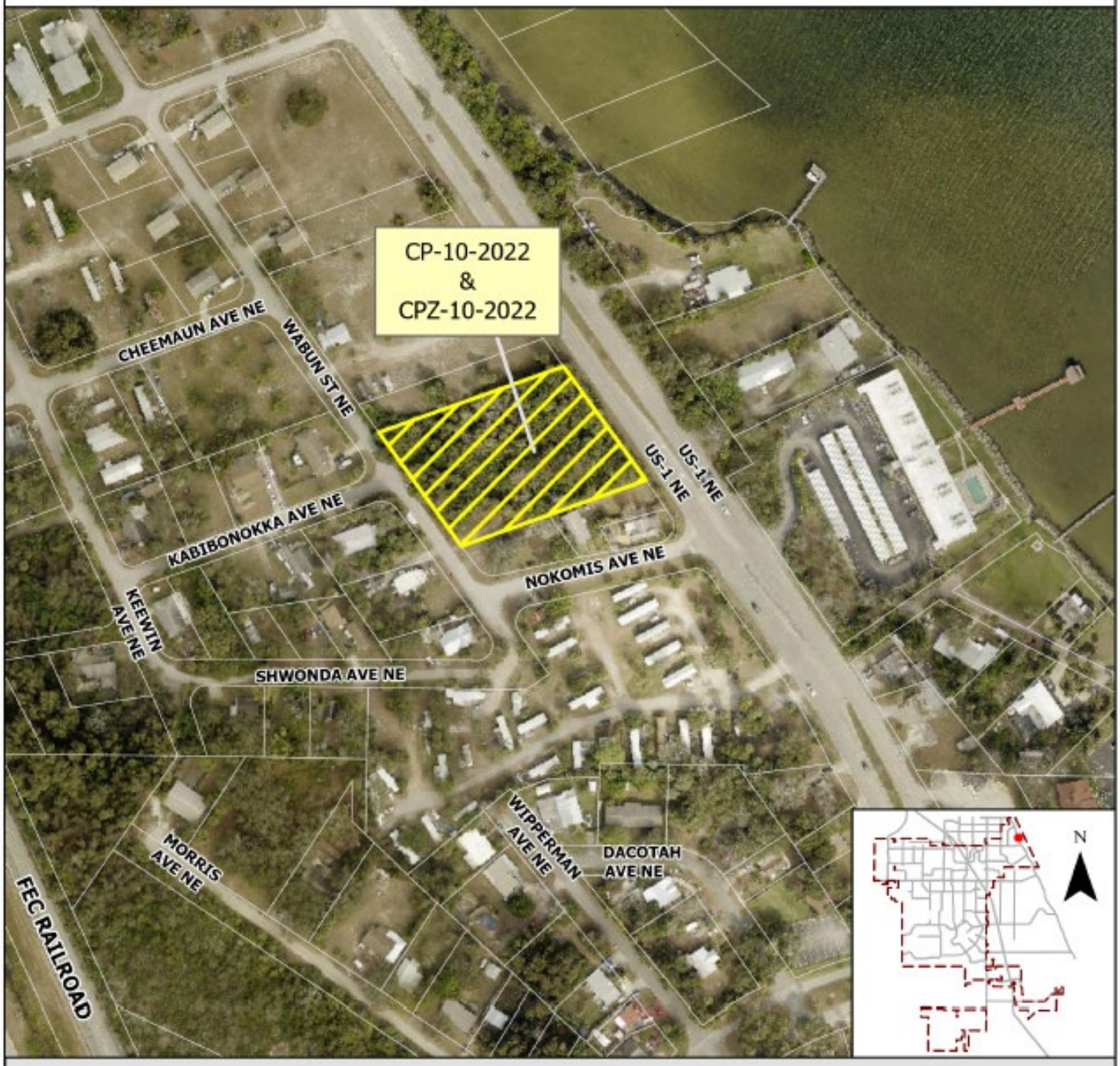
The proposed amendment will further the purposes of Chapter 185, the Comprehensive Plan.

**STAFF RECOMMENDATION:**

Case CPZ-10-2022 is recommended for approval.

The City of Palm Bay Florida

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



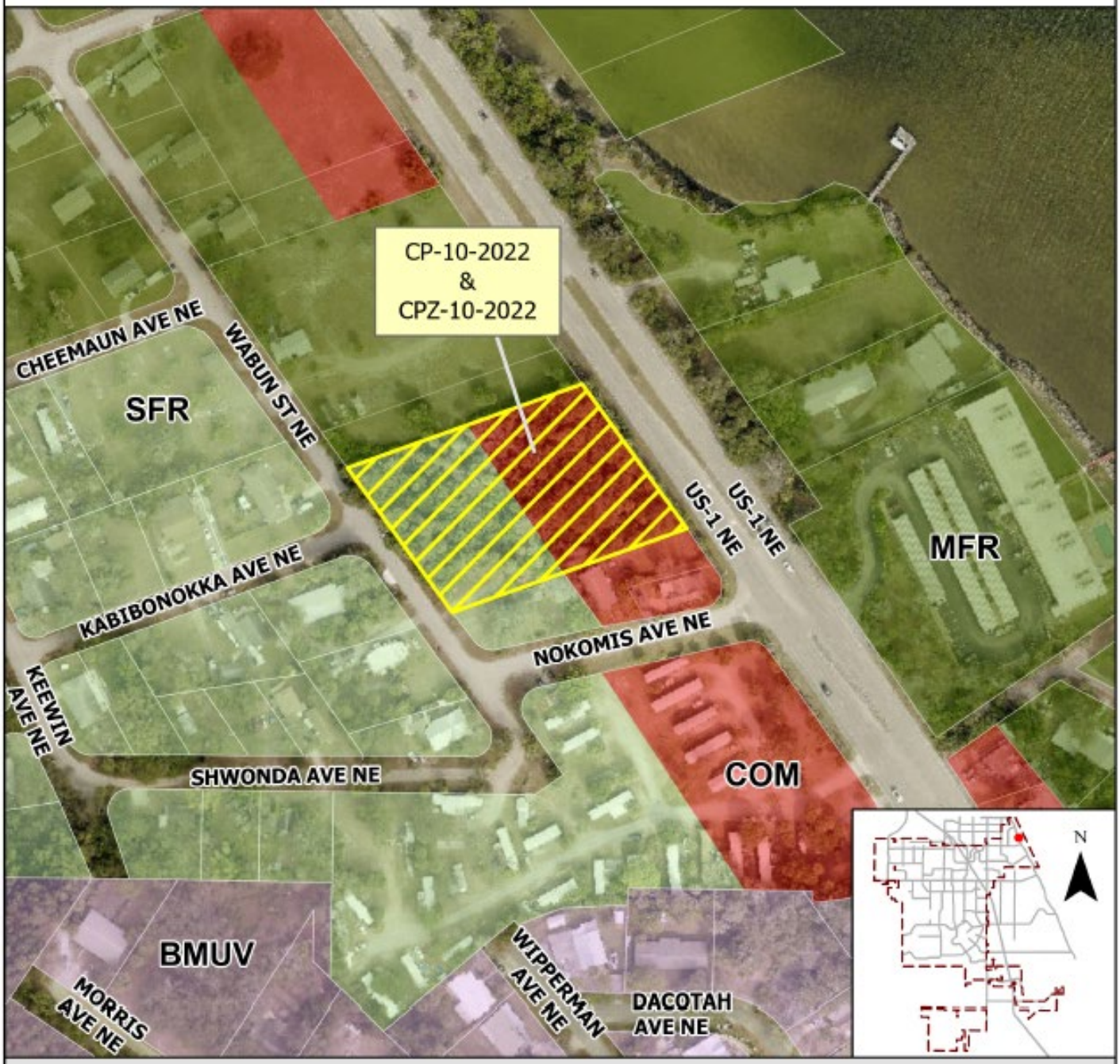

## AERIAL LOCATION MAP CASE: CP-10-2022 & CPZ-10-2022

**Subject Property**

Between and adjacent to Wabun Street NE and Dixie Highway NE, in the vicinity north of Nokomis Avenue NE

The City of Palm Bay Florida

*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-10-2022 & CPZ-10-2022

**Subject Property**

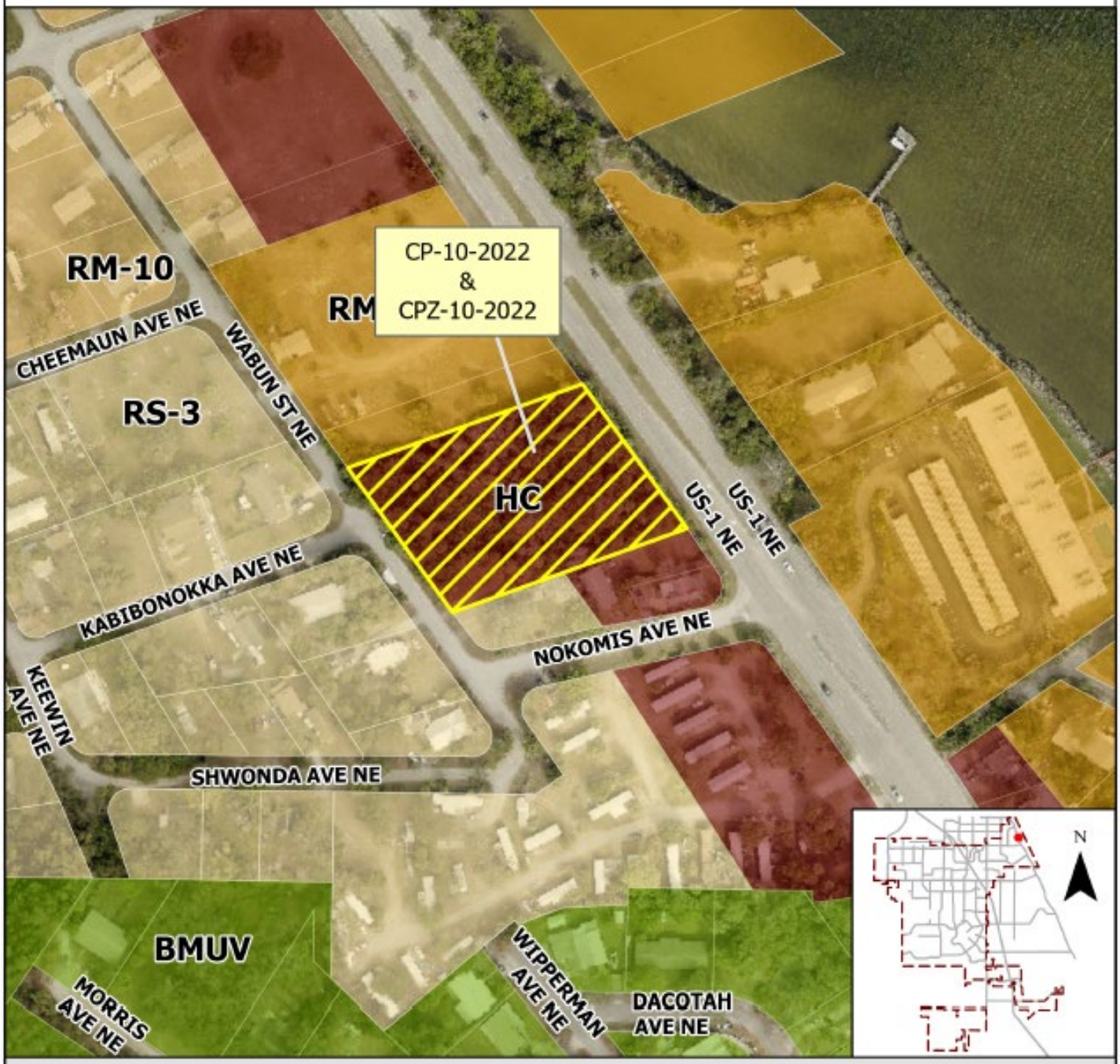
Between and adjacent to Wabun Street NE and Dixie Highway NE, in the vicinity north of Nokomis Avenue NE

**Future Land Use Classification**

SFR, COM – Single Family Residential, Commercial

The City of Palm Bay Florida

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




## ZONING MAP CASE: CP-10-2022 & CPZ-10-2022

**Subject Property**

Between and adjacent to Wabun Street NE and Dixie Highway NE, in the vicinity north of Nokomis Avenue NE

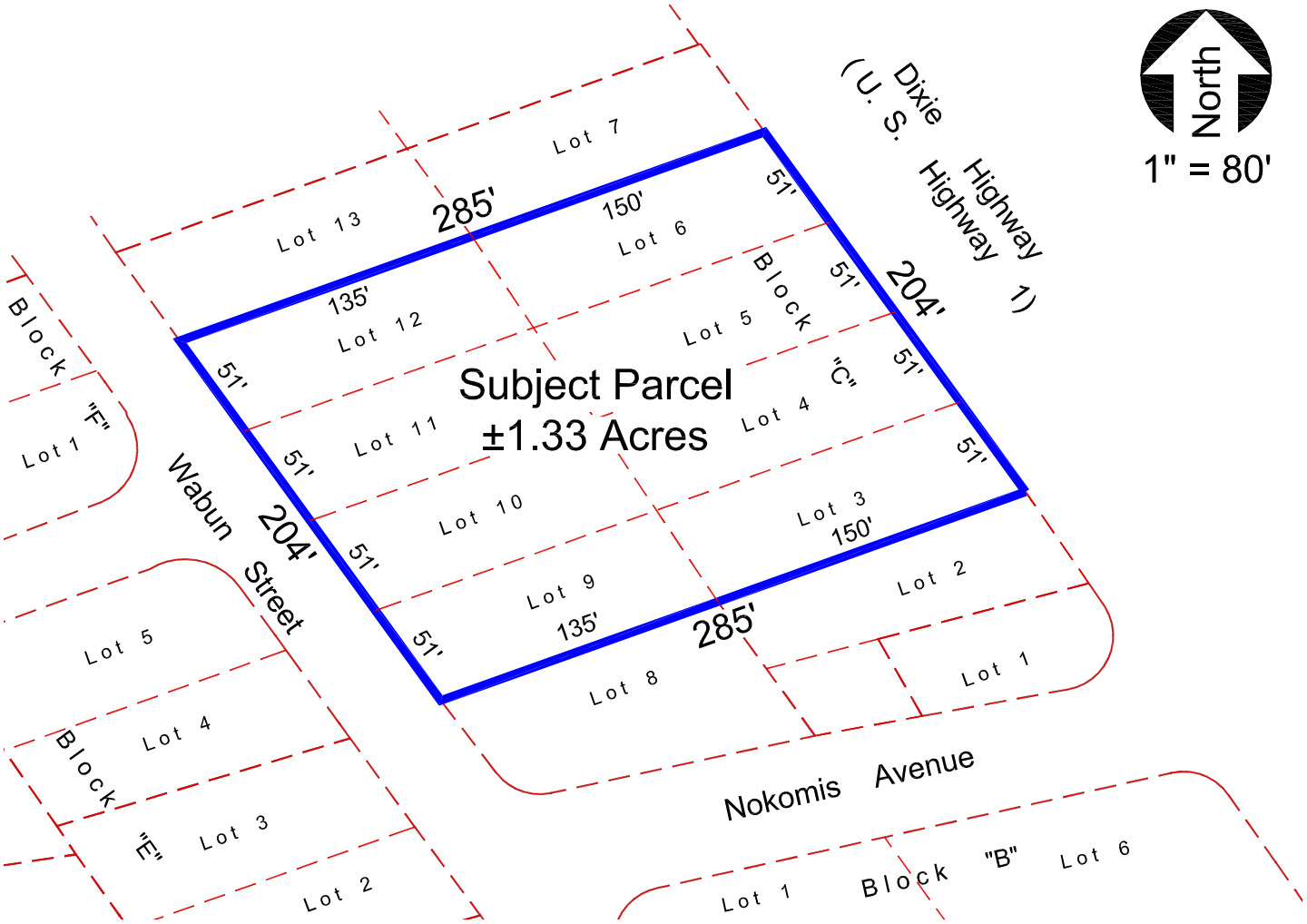
**Current Zoning Classification**

HC – Highway Commercial

# Legal Description Sketch

## Legal Description:

Lots 3, 4, 5, 6, 9, 10, 11, and 12, Block C, HIAWATHA GARDENS, according to the plat thereof, as recorded in Plat Book 4, Page 21 of the Public Records of Brevard County, Florida.




Legal Description_sketch.dwg


Fat Tuna Consulting
Consulting ▯ Planning
Geographic Information Systems
909 S. Miramar Ave. Indialantic, Florida 32903
321.258.8323 sailflow@gmail.com


Legal Description Sketch
For:
HIAWATHA BAY LLC
Lots 3-6,9-12, Blk C Hiawatha Gardens, PB 4, Pg 21

Rev. : 01/24/2022
Drawn: cadd vi
Job #: 2132
Sheet 1 of 1

# Hiawatha Bay

## Zoning Change and Land Use/Comprehensive Plan Amendment

To: City of Palm Bay

## Justification Statement

Submitted: January 31, 2022

**A. Change/Amendment Requested**

1. **Zoning Change:**

   From: Highway Commercial (HC) to: Multi-Family Residential (RM-20)

2. **Land Use/Comprehensive Plan Amendment:**

   East 1/2:

   From: Commercial (COM) to: Multi-Family Residential (MFR)

   West 1/2:

   From: Single Family Residential (SFR) to: Multi-Family Residential (MFR)

## B. Property

### 1. Summary

The property is a 1.33 acre vacant parcel located on the West side of US 1, between Hiawatha Avenue and Nokomis Ave, bordered on the West by Wabun Street. The property lies within the Riverview subdistrict of the City's Bayfront Community Redevelopment District.

The property consists of 8 platted lots within the Hiawatha Gardens subdivision, and is vacant. The current owner has owned it since 1998 and reports no history of building permits or any other development activities.

### 2. Adjacent Properties

**North**

| | | | | | |
|---|---|---|---|---|---|
| Zoning: | **RM-20** | FLU: | **MFR** | Existing Use: | Vacant |

**South**

East Half

| | | | | | |
|---|---|---|---|---|---|
| Zoning: | **HC** | FLU: | **MFR** | Existing Use: | Single Family Res. |

West Half:

| | | | | | |
|---|---|---|---|---|---|
| Zoning: | **RS-3** | FLU: | **MFR** | Existing Use: | Single Family Res. |

**East**

Bordered by U.S. Highway 1, Dixie Highway

**West**

Bordered by Wabun Street NE

## C. Justification for Change/Amendment

The applicant plans to develop a luxury rental apartment community of 20-24 units, taking advantage of the site's easy access and river views. The requested density of 20 units per acre would yield 26 units.

The subject property is ideally situated in an area already surrounded by Residentially zoned properties, make it a perfect candidate for the switch to Multi-family Zoning and Future Land Use (FLU). Multi-family housing is needed in Palm Bay. The City's GIS shows Multi-family residential districts comprise only approximately 2% of the City's area.

The property, along with the neighboring Multi-family property to the North, represent a significant opportunity for the City to beautify and improve the Northerly US 1 entry corridor. The proposed site will provide buffers with landscaping, along with the setbacks and other standard regulations for development within the RM-20 district. Access to the project site will be from US 1 on the East and Wabun Street on the West.

The City's goals, policies, and objectives of the Comprehensive plan, as well as those of the Bayfront Community Redevelopment District would be well served by this change, as outlined below.

1. **<u>Zoning Change from HC-Highway Commercial to RM-20 Residential Multi-Family:</u>**

The City's code states: *All proposed amendments shall be submitted to the Planning and Zoning Board which shall study such proposals to determine:*

1. ***The need and justification for the change.***
   Applicant Response: The site lies within an area of all residential uses. The existing Highway Commercial zone is not compatible with the surrounding properties.

2. ***When pertaining to the rezoning of land, the effect of the change, if any, on the particular property and on surrounding properties***
   Applicant Response: The change would make the property more compatible with surrounding properties by bringing it into a more suitable district.

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***
   Applicant Response: The City's GIS shows Multi-family residential districts comprise only approximately 2% of the City's area. Within the immediate area, there are only 2 vacant Multi-family properties. One is the 1.7 acre adjacent property to the North, and the other is the 1.18 acre Steamboat Landing parcel.

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 plan.***
   Applicant Response: The proposed change will further the purposes of the Palm Bay Land Development code and Comprehensive plan by providing a much needed opportunity for multi-family housing close to the City's center, and within the Bayfront Community Redevelopment District.

2. **<u>Land Use/Comprehensive Plan Change from COM & RS-3 to MFR Residential Multi-Family:</u>**

The City's code states: *The Future Land Use Element designates future land use patterns to meet the goals, objectives and policies of the City's Comprehensive Plan.*

1. ***Consistency with the City's Comprehensive Plan***
   a. **Goal FLU-1 "Ensure a high quality, diversified living environment through the efficient distribution of compatible land uses."**
      Applicant Response: The site lies within an area of all residential uses. The existing Highway Commercial zone is not compatible with the surrounding properties. This change would more efficiently distribute the pattern of land uses by bringing it into a residential zone and land use.

   b. **Goal FLU-2 "Provide for and maintain viable neighborhoods and residential development to meet the existing and future needs of the residents of Palm Bay."**

Applicant Response: The City's GIS shows Multi-family residential districts comprise only approximately 2% of the City's area. Within the immediate area, there are only 2 vacant Multi-family properties. This luxury project would help to create and maintain a residential neighborhood that would beautify and add value to nearby properties.

c. **Objective FLU-2.3 "Prevent incompatible land uses from locating in residential areas in order to promote neighborhood stability and prevent deterioration."**
Applicant Response: The site lies within an area of all residential uses. The existing Highway Commercial zone is not compatible with the surrounding properties. The proposed use would promote neighborhood stability and help prevent deterioration by creating luxury units that would prevent blight, and add greatly to the tax revenues of the city.

d. **Goal FLU-8 "A diverse and self-sustaining pattern of land uses which support the present and future population of the City of Palm Bay."**
Applicant Response: The City needs Multi-family properties, as evidenced by only 2% of the City's area being zoned Multi-family. Multi-family use also creates and supports a self-sustaining pattern of land uses by more closely aligning the use with the surrounding property and the City's needs.

2. ***Consistency with the City's Bayfront Community District Redevelopment 2024 Plan***

e. **Section 4.3.3 Riverview District "**Develop and maintain a northern gateway entrance with improved landscaping and signs.**"**
Applicant Response: The site will help improve the Northern Gateway Entrance by improving landscaping and pedestrian access

In conclusion, the applicant respectfully requests approval of a Zoning Change from HC to RM-20, and a Future Land Use Change from RS-3 and COM to MFR. We feel that it is in the best interests of the City, and meets the goals, objectives and policies of the Code and the Comprehensive Plan.

**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):**

28-37-13-52-C-3

**TAX ACCOUNT NUMBER(S):**

2825998

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

Lots 3, 4, 5, 6, 9, 10, 11, and 12, Block C, HIAWATHA GARDENS, according to the plat thereof, as recorded in Plat Book 4, Page 21 of the Public Records of Brevard County, Florida.

**PROPERTY ADDRESS:**

Dixie Highway, Palm Bay, Florida 32905

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

1.3 Acres

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

HC - Highway Commercial

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

RM-20

**STRUCTURES LOCATED ON THE PROPERTY:**

None

**PRESENT USE OF THE PROPERTY:**

Vacant Land

**INTENDED USE OF THE PROPERTY AND JUSTIFICATION FOR THE CHANGE:**

The applicant plans to construct a luxury rental community.
Please see Exhibit "A" for full narrative and justification.
See Future Land Use Change Application submitted concurrently.

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

- [x] *A $650.00 application fee. Make Check payable to "City of Palm Bay."
- [x] A Boundary Survey or Sketch with legal descriptions of properties covered by this application.
- [x] 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.)
- [x] 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.
- [x] 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.
- [x] **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** SCOTT WOTHERSPOON - Hiawatha Bay 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 rezoning application and that the facts stated in it are true.**

**Owner Signature** _____ **Date** January 28, 2022

**Printed Name** Scott Wotherspoon - Hiawatha Bay LLC

**Full Address** 909 S Miramar Ave. Indialantic FL 32903

**Telephone** 321-258-8323 **Email** sailflow@gmail.com

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

# OWNERS CONSENT TO REZONING AND LAND USE CHANGE APPLICATION

I, **RAJEEV SAXENA**, **(Owner)** as undersigned owner of the below described Property, do hereby authorize **SCOTT WOTHERSPOON** **(Agent)** to act as Agent in any and all Rezoning and Land Use Change applications, all required City of Palm Bay staff meetings, and Planning and Zoning Board meetings, as Agent deems necessary.

**Property Description:**

Brevard County Parcel ID: 28-37-13-52-C-3

Lots 3, 4, 5, 6, 9, 10, 11, and 12, Block C, HIAWATHA GARDENS, according to the plat thereof, as recorded in Plat Book 4, Page 21 of the Public Records of Brevard County, Florida.

**Rajeev Saxena**:

Witness 1 Printed Name: Renee McCoy

Witness 2 Printed Name: Matthew D. Weigel

STATE OF Georgia

COUNTY OF Laurens

I HEREBY CERTIFY that on this 26 day of January, 2022 before me, personally appeared **Rajeev Saxena** who [ ] is/are personally known to me or [ ] has/have produced _ as identification, and who executed the foregoing instrument and acknowledged before me that they executed the same.

KEVIN BARRY O'NEAL NOTARY PUBLIC Comm. Exp. 08/12/23 LAURENS COUNTY, GA

(Official Seal)

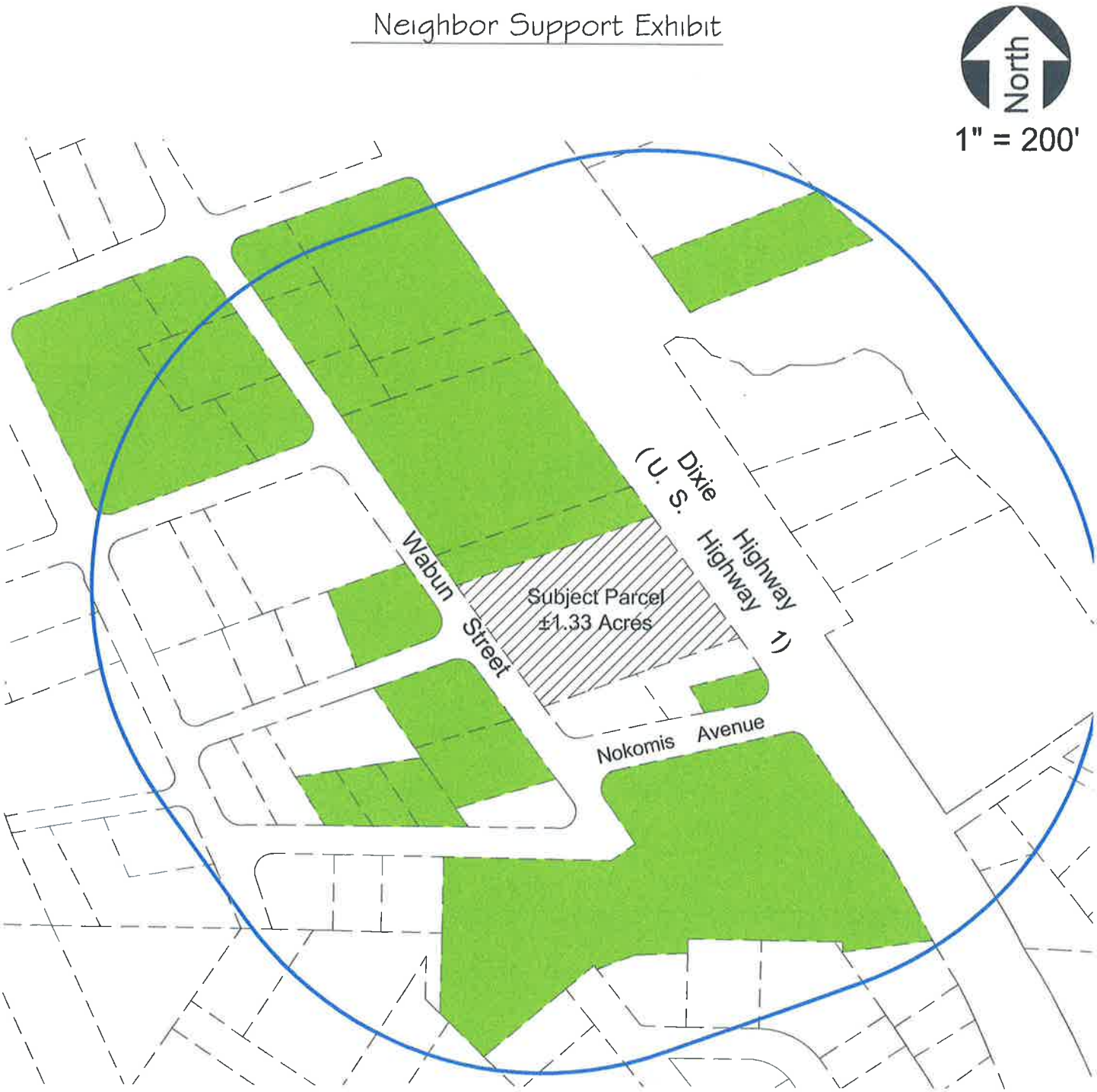
Notary Public -- State of Georgia

Printed Name: Kevin O'Neal

My commission expires 8/12/23

SUBMITTED BY SCOTT WOTHLERSPOON AT 3/2/2022 P&Z MEETING

# Neighbor Support Exhibit




Denotes Owners who have sent emails voicing support for this Zoning and Land Use Change

Legal Description_sketch.dwg


Fat Tuna Consulting
Consulting ▯ Planning
Geographic Information Systems
909 S. Miramar Ave. Indialantic, Florida 32903
321.258.8323 sailflow@gmail.com


Neighbors' Support Exhibit
For:
HIAWATHA BAY LLC
Lots 3-6,9-12, Blk C Hiawatha Gardens, PB 4, Pg 21

Rev.: 03.02.2022
Drawn: cadd vi
Job #: 2132
Sheet 1 of 1

Gmail

Scott Wotherspoon <sailflow@gmail.com>

# Re: Zoning/Land Use Change

**Ronnie Chabot** <chabot78@gmail.com>
To: Scott Wotherspoon <sailflow@gmail.com>

Wed, Mar 2, 2022 at 2:00 PM

Scott,

Good talking to you and look forward to the future.

To Whom it may concern,

I'm Ronald Chabot, current owner of 3830, 3840 and 3845 Dixie HWY NE Palm Bay, FL 32905. North of Parcel ID:28-37-13-52-C-3 Hiawatha Bay applying for rezoning from Highway Commercial to Multi Family and I approve of these changes.

Thank you,
Ronald Chabot

321-403-3877

Gmail

Scott Wotherspoon <sailflow@gmail.com>

# Re: Land Use and Zoning Change - City of Palm Bay

1 message

**Don Smith** <dsmith@completecarefl.com>
To: Scott Wotherspoon <sailflow@gmail.com>

Wed, Mar 2, 2022 at 3:24 PM

Scott, this is Don Smith CEO of complete care family medicine and owner of coral way promotions which owns 3 lots And 3 rental units in Hiawatha gardens. I am in complete support of your changes in the Palm Bay property you are requiring. If I can be of any assistance please let me know .
sincerely ,
Don Smith
3212433733

Sent from my Verizon, Samsung Galaxy smartphone
Get Outlook for Android

Gmail

Scott Wotherspoon <sailflow@gmail.com>

# Re: Zoning and Land Use Change

1 message

**Caila F** <caila11@live.com>
To: Scott Wotherspoon <sailflow@gmail.com>

Wed, Mar 2, 2022 at 3:43 PM

Hi Scott,

Good talking with you today. I love nature and am extremely pleased with your hope to leave the tortoise on the property. I'm very glad your apartments are going in instead of a commercial development.

Thanks and see you later,

Caila Froling

Get Outlook for Android

Gmail

Scott Wotherspoon <sailflow@gmail.com>

## Re: Zoning/ Land Use Change

**Cheri Zettle** <cheriz@bellsouth.net>
To: Scott Wotherspoon <sailflow@gmail.com>

Wed, Mar 2, 2022 at 3:44 PM

Hello Scott,
Because I live directly across the street from your property, I am definitely in favor of changing the zoning from commercial to multi-family residential.
Thank you for being proactive in the neighborhood. I look forward to seeing what unfolds.

With gratitude,
Cheri Zettle
Sent from my iPad

CONFIDENTIALITY STATEMENT: This message is intended only for the addressee and may contain information that is confidential or privileged. Unauthorized use is strictly prohibited and may be unlawful. If you are not the intended recipient, or the person responsible for delivering to the intended recipient, you should not read, copy, disclose or otherwise use this message, except for the purpose of delivery to the addressee. If you have received this email in error, please delete it and inform the sender immediately via email.

Gmail

Scott Wotherspoon <sailflow@gmail.com>

# Hiawatha Bay LLC zoning

**Pete Stickney** <pete@slatecommercial.com>
To: Scott Wotherspoon <sailflow@gmail.com>

Wed, Mar 2, 2022 at 3:07 PM

Hi Scott,

Speaking on behalf of Slate on 1, LLC (adjacent neighbor to the north), we are in support of your rezone from commercial use and single-family use to multi-family residential use. We believe this is in the best interest for the community and are in full support.

Thank you,


SLATE

**PETE STICKNEY**

Chief Operating Officer

214.907.5356

pete@slatecommercial.com | slatecommercial.com

5729 Lebanon Rd. #144589 | Frisco, TX 75034


SLATE

**image001.jpg**
6K

Gmail

Scott Wotherspoon <sailflow@gmail.com>

# Re: Zoning/Land Use Change in Palm Bay Florida

**Amanda Sekel** <amanda@mccunealfant.com>
To: Scott Wotherspoon <sailflow@gmail.com>

Wed, Mar 2, 2022 at 10:32 AM

Good morning Mr. Wotherspoon,

MHP Palm Bay, LLC has no objection to your request for change of Zoning.

Thank you,

Amanda Sekel
Legal Assistant
McCune & Alfant
38 Grant Street
St. Augustine, Florida 32084
904-808-0426 - Telephone

Gmail

Scott Wotherspoon <sailflow@gmail.com>

# Re: Zoning/Land Use Change

1 message

**Sue Makara** <makarasue@gmail.com>
To: Scott Wotherspoon <sailflow@gmail.com>

Wed, Mar 2, 2022 at 8:04 AM

Good morning Scott,

Yes, I support the zoning change from commercial to multi family residential

Sincerely,

Sue Makara
Managing Partner
Seymour Investment Group, LLC

941-780-3349

Florida Notary Public

CITY OF PALM BAY, FLORIDA

PLANNING AND ZONING BOARD/
LOCAL PLANNING AGENCY
REGULAR MEETING 2022-03

Held on Wednesday, March 2, 2022, 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.

Ms. Leeta Jordan called the meeting to order at approximately 7:00 p.m.

Mr. Donald Boerema led the Pledge of Allegiance to the Flag.

**ROLL CALL:**

| | | |
|---|---|---|
| **CHAIRPERSON:** | Leeta Jordan | Present |
| **MEMBER:** | Philip Weinberg | Present |
| **MEMBER:** | Donald Boerema | Present |
| **MEMBER:** | Khalilah Maragh | Present |
| **MEMBER:** | Randall Olszewski | Present |
| **MEMBER:** | Rainer Warner | Present |
| **MEMBER:** | Vacant | |
| **NON-VOTING MEMBER:** | David Karaffa<br>(School Board Appointee) | Absent |

Ms. Vicki Northrup mistakenly was in attendance as a member of the board. No board actions taken during the meeting were impacted by Ms. Northrup's presence.

**CITY STAFF:** Present were Ms. Alexandra Bernard, Growth Management Director; Ms. Joan Junkala, Deputy City Manager; Ms. Stephanie Kelly, Planner; Ms. Ximena Escobar, Recording Secretary; Ms. Jennifer Cockcroft, Deputy City Attorney.

**ELECTION OF VICE CHAIRPERSON:**

Nominations were made for election of Vice Chairperson.

Motion by Mr. Warner to elect Ms. Khalilah Maragh.

A vote was called on the motion to submit Case CP-10-2022 to City Council for approval.

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

**Aye:** Jordan, Weinberg, Boothroyd, Maragh, Olszewski.

**Nay:** Warner.

6. ****CPZ-10-2022 - Hiawatha Bay – Rajeev Saxena (Scott Wotherspoon, Hiawatha Bay, LLC, Rep.) - A Zoning amendment from an HC, Highway Commercial District to an RM-20, Multiple-Family Residential District. Lots 3 through 6 and 9 through 12, Block C, Hiawatha Gardens, Section 13, Township 28, Range 37, Brevard County, Florida, containing approximately 1.33 acres. Located adjacent to and between Wabun Street NE and Dixie Highway NE, in the vicinity north of Nokomis Avenue NE**

Ms. Bernard presented the staff report for Case CPZ-10-2022. Staff recommended Case CPZ-10-2022 for approval.

Mr. Scott Wotherspoon with Hiawatha Bay, LLC (representative for the applicant) stated how the area neighbors of the subject site were in favor of the proposed zoning change to residential without commercial. A commercial development would cause a greater impact on the traffic.

The floor was opened for public comments.

Ms. Susan B. Connolly (resident of Castaway Cove Condominiums) spoke against the request. She said that the neighborhood currently consisted of trailer parks and criminal activity, and that the neighbors in favor of the request were likely living in poverty. An environmentally friendly commercial project could be located on the site. The property was not on the river, but the river was visible. She felt that 26 units on 1.33 acres did not make sense. Development close to the lagoon should also meet standards regarding drainage runoff and permeable pavement. She wanted more details about the project prior to any approval.

Mr. Victor Farvet (resident of Castaway Cove Condominiums) inquired whether the applicant would be providing a bicycle path. He wanted to know the number of residential units proposed, cost, size, and if the units would be designed to attract families to the area. Future train stations would bring more families, and children would need a way to safely access Castaway Point Park. He stated that the board was the neighborhood's frontline of defense since area concerns would not be addressed until much later.

Ms. Louise Fortun (resident of Castaway Cove Condominiums) spoke against the request. She had moved from South Florida to escape ongoing development and congestion, and accessing Dixie Highway from Castaway Cove was already a challenge.

Mr. Jerry Nesseler (resident of Castaway Cove Condominiums) questioned whether Airbnbs would be permitted at the property, and if the units would be leased by week, month, or year.

In response to the comments from the audience, Mr. Scott Wotherspoon stressed that the apartments would be rentals with minimum yearly leases and Airbnbs were not proposed. The target market was for the type of renters who paid $2,000 a month at apartments on Robert J. Conlan Boulevard NE. However, the subject site had a view of the river instead of railroad tracks. He commented on how Brazilian pepper trees and bushes along Wabun Avenue NE from Hiawatha Street NE currently blocked the view of the river. The subject property, however, was across the street from the river and did not block the view. A bicycle path would need to be worked out with the City and the Florida Department of Transportation.

The floor was closed for public comments. Mr. Wotherspoon had submitted seven letters from area property owners in support of the request.

Ms. Maragh asked staff to give the audience a brief explanation of the review steps that must occur prior to any development. Ms. Bernard explained that based on City Council approval of the subject land use and rezoning applications, a preapplication meeting would be held with the applicant and various City department staff to discuss site specifics. The applicant could then formally submit for site plan review. The site plan would be reviewed against all current regulations, including the

Comprehensive Plan and the Sustainability Plan. Traffic studies, environmental studies, stormwater, sidewalks, lighting, and landscape requirements were part of the review process.

Mr. Olszewski asked staff to share with the audience what the overall Bayfront Community Redevelopment Area was about and if the nature of the subject proposal would fit with the vision for the Bayfront area. Ms. Bernard explained that redevelopment districts addressed areas that was probable for blight by investing resources to revitalize the areas. She confirmed that the nature of the subject proposal would fit within the Bayfront redevelopment area.

Motion to submit Case CPZ-10-2022 to City Council for approval.

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

**Aye:** Jordan, Weinberg, Boothroyd, Maragh, Olszewski.

**Nay:** Warner.

7. **CP-11-2022 - Heritage Corners - Gary Smigiel, Ascot Palm Bay Holdings, LLC (Ana Saunders, P.E., BSE Consultants, Inc., Rep.) - A small-scale Comprehensive Plan Future Land Use Map amendment from Commercial Use to Multiple-Family Residential Use. Tax Parcel 500, Section 21, Township 28, Range 36, Brevard County, Florida, containing approximately 13.96 acres. Located north of and adjacent to Emerson Drive NW, in the vicinity east of St. Johns Heritage Parkway NW**

Ms. Bernard presented the staff report for Case CP-11-2022. Staff recommended Case CP-11-2022 for approval.

Ms. Ana Saunders, P.E., BSE Consultants, Inc. (representative for the applicant) stated that the subject request would provide the City with different options and opportunities for multiple-family development. The multiple-family use would also be a better transition to the north adjacent project where a section of land was proposed for single-family development.

# ORDINANCE 2022-44

**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 HC (HIGHWAY COMMERCIAL DISTRICT) TO RM-20 (MULTIPLE-FAMILY RESIDENTIAL DISTRICT); WHICH PROPERTY IS LOCATED ADJACENT TO AND BETWEEN WABUN STREET AND DIXIE HIGHWAY, IN THE VICINITY NORTH OF NOKOMIS AVENUE, 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 HC (Highway Commercial District) to RM-20 (Multiple-Family Residential District), being legally described as follows:

> Lots 3 through 6 and 9 through 12, Block C, Hiawatha Gardens, according to the plat thereof as recorded in Plat Book 4, Page 21, of the Public Records of Brevard County, Florida; Section 13, Township 28S, Range 37E; containing 1.33 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 of Ordinance 2022-43.

Read in title only at Meeting 2022- , held on , 2022; and read in title only and duly enacted at Meeting 2022- , held on , 2022.

_____

ATTEST: Rob Medina, MAYOR

_____

Terese M. Jones, CITY CLERK

Reviewed by CAO: _____

Applicant: Scott Wotherspoon, Hiawatha Bay, LLC
Case: CPZ-10-2022

cc: (date) Applicant
Case File

The City of Palm Bay Florida

# LEGISLATIVE MEMORANDUM

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

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

**THRU:** **Alexandra Bernard, Growth Management Director**

**DATE:** **4/7/2022**

**RE:** **Ordinance 2022-45, amending the City's Comprehensive Plan Future Land Use Map to change the designated use of property located north of and adjacent to Emerson Drive, in the vicinity east of St. Johns Heritage Parkway, from Commercial Use to Multiple-Family Residential Use (13.96 acres) (Case CP-11-2022, Gary Smigiel, Ascot Palm Bay Holdings, LLC), only one reading required.**

Mr. Gary Smigiel, Ascot Palm Bay Holdings, LLC (Ana Saunders, P.E., BSE Consultants, Inc., Rep.) has submitted for a small-scale future land use map amendment from Commercial Use to Multi-Family Residential Use. The undeveloped land is located north of Emerson Drive NW, east of the St. Johns Heritage Parkway.

The proposed land use change will allow for a high-quality, multiple-family residential development. The property is not within any of the Florida scrub-jay polygons identified in the City's Habitat Conservation Plan (HCP), and no other protected species are known to inhabit the site. The owner/developer will be responsible for extending water and sewer service to the site in accordance with current City regulations. A drainage plan and any stormwater management system will be reviewed and approved by the City and the appropriate agencies during the site plan review process.

**REQUESTING DEPARTMENT:**
Growth Management

**RECOMMENDATION:**
Motion to approve Case CP-11-2022.

**Planning and Zoning Board Recommendation:**
Unanimous approval of the request.

**ATTACHMENTS:**

**Description**

Case CP-11-2022 - Staff Report
Case CP-11-2022 - Boundary Survey
Case CP-11-2022 - Application
Case CP-11-2022 - Board Minutes

Ordinance 2022-45

# STAFF REPORT

## LAND DEVELOPMENT DIVISION

120 Malabar Road SE • Palm Bay, FL 32907 • Telephone: (321) 733-3042
landdevelopmentweb@palmbayflorida.org

**Prepared by**
Alexandra Bernard, Growth Management Director

| **CASE NUMBER** | **PLANNING & ZONING BOARD HEARING DATE** |
|---|---|
| CP-11-2022 | March 2, 2022 |

| **PROPERTY OWNER & APPLICANT** | **PROPERTY LOCATION/ADDRESS** |
|---|---|
| Gary Smigiel, Ascot Palm Bay Holdings, LLC (Ana Saunders, PE, BSE Consultants) | Township 28, Section 21, Range 36, Tax Parcel 500, Brevard County, Florida. Specifically, off of Emerson Dr NW, just east of St. Johns Heritage Parkway NW |

**SUMMARY OF REQUEST** The applicant is requesting a future land use map amendment from Commercial to Multi-Family Residential.

| | |
|---|---|
| **Existing Zoning** | AU, Brevard County |
| **Existing Land Use** | Vacant, Commercial |
| **Site Improvements** | Undeveloped Land |
| **Site Acreage** | 13.96 acres |

**SURROUNDING ZONING & USE OF LAND**

| | |
|---|---|
| **North** | AU, Single-Family Residential District; Vacant |
| **East** | AU, Single and Multi-Family Residential District; Vacant |
| **South** | AU, Commercial District; Vacant |
| **West** | AU, Commercial District; Vacant |

**BACKGROUND:**

The subject properties are located north of Emerson Road east of the St. Johns Heritage Parkway. There are 13.96 acres that are included in this request.

**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-1 is to ensure a high-quality, diversified living environment through the efficient distribution of compatible land uses.

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 Comprehensive Plan (Plan) FLU Element Goal FLU-3 is to provide for economically viable commercial areas which promote a sound and diversified local economy and serve the retail and service needs of the City's residents

The Comprehensive Plan (Plan) FLU Element Goal FLU-8 is to provide for a diverse and self-sustaining pattern of land uses that support the present and future population of the City of Palm Bay.

The intended use for the 13.96-acre property is a Multi-Family Residential development. The proposed land use amendment would be considered compatible. The change will allow for a high-quality, diversified living environment.

2. CONSERVATION ELEMENT

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

The subject property is not located within any of the Florida scrub-jay polygons identified in the City's Habitat Conservation Plan (HCP). No other protected species are known to inhabit the subject property. Any protected species that would be found on the subject property would need to be mitigated as required by State and Federal regulations and per Comprehensive Plan Policy CON-1.7B.

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

3. HOUSING ELEMENT

The proposed FLU amendment does not adversely impact the supply and variety of safe, decent, attractive, and affordable housing within the City. Instead, it will serve to create additional housing opportunities needed in Palm Bay.

4. INFRASTRUCTURE ELEMENTS

The City evaluates present and future water, sewer, drainage, and solid waste and assesses the ability of infrastructure 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. Public water and sewerage facilities are available at the site. If developed, the owner/developer will be responsible for extending service to the site in accordance with current City regulations.

**Drainage:** If developed, a drainage plan must be prepared in accordance with current regulations and approved by the City, along with appropriate outside agencies, including the St. Johns River Water Management District. Any proposed stormwater management system will be reviewed and approved by the City during the site plan review process

**Solid Waste:** Solid Waste collection is propvided to the area by Republic Services, Inc. Sufficient capacity exists within the Brevard County Landfils to service the property.

5. INTERGOVERNMENTAL COORDINATION ELEMENT

**Public Schools:** The proposed FLU amendment to Multi-Family Residential will add housing units. Some impacts to the public-school system area are anticipated; however, considering the adjacent concurrency service areas, there is sufficient capacity.

6. RECREATION AND OPEN SPACE ELEMENT

The Recreation and Open Space Element addresses the current and future recreational needs of the City. Multi-family residential use does have more of a demand upon the Parks & Recreational Level of Service (LOS) standards than Single Family Residential Use. However, this element 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. Therefore, the density increase would have a De minimus effect on the recreation LOS.

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.

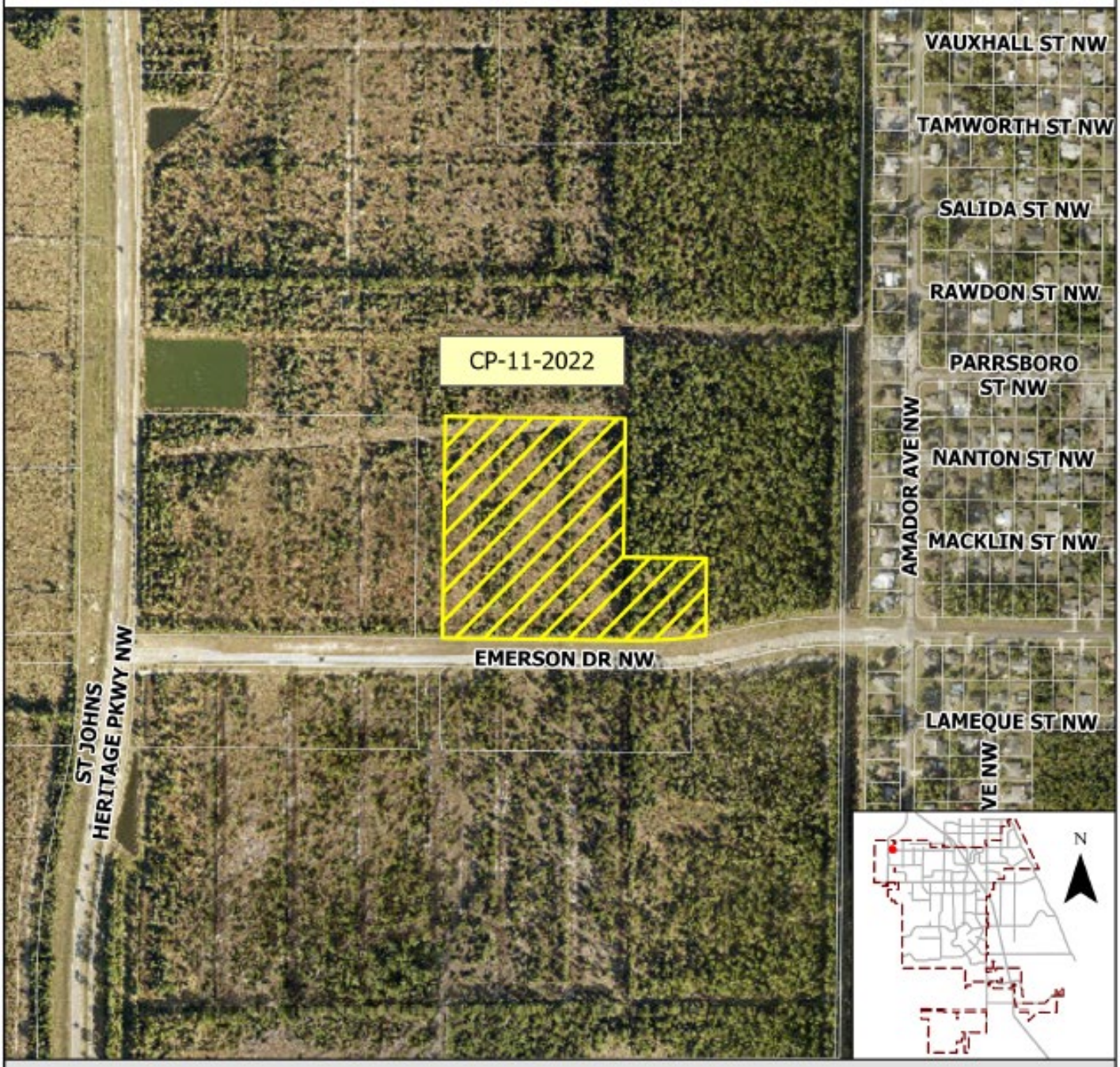
This proposed land-use change does not appear to infringe upon the property rights of the applicant.

**STAFF RECOMMENDATION:**

Case CP-11-2022 is recommended for approval.

The City of Palm Bay Florida

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



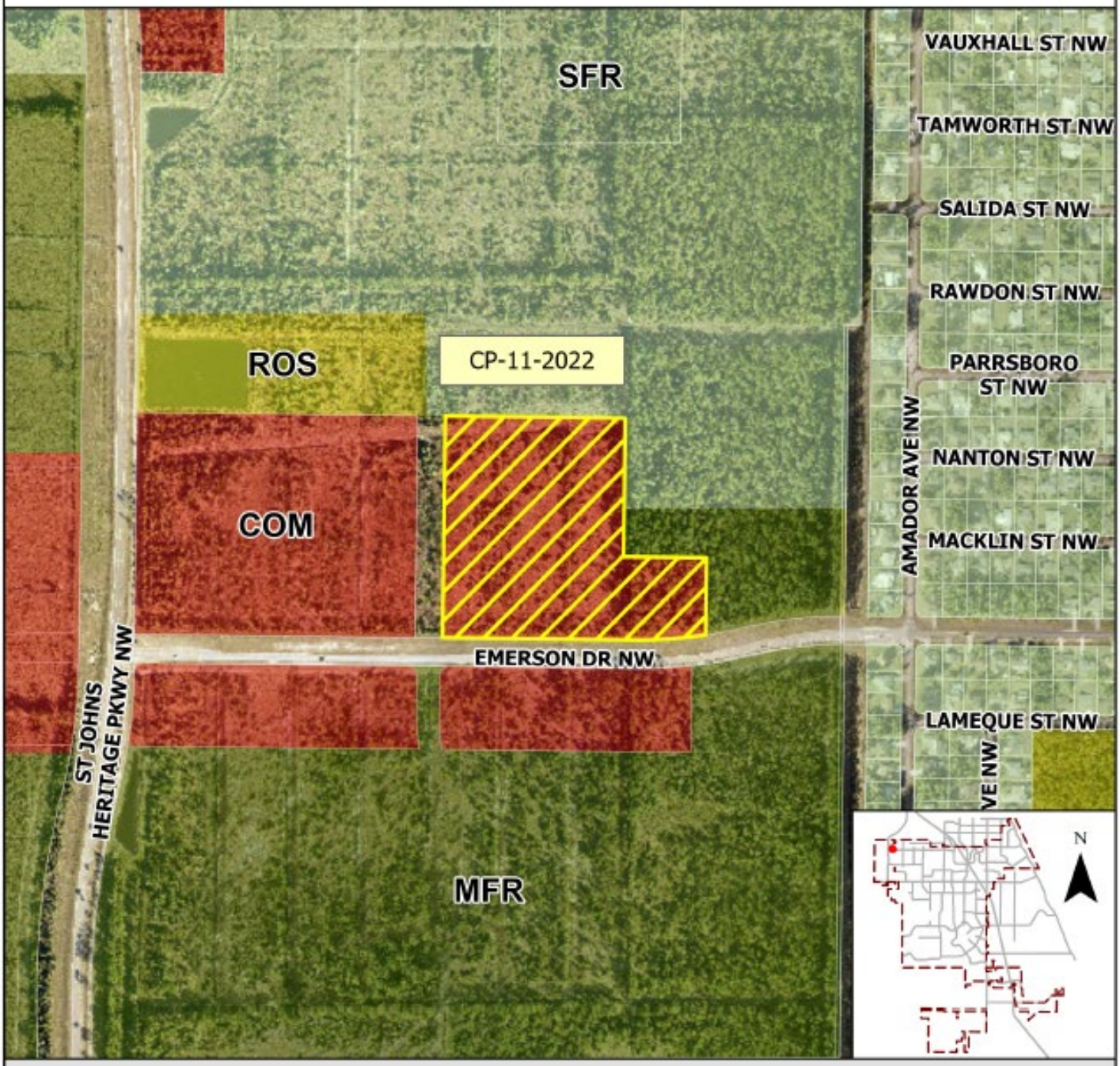

# AERIAL LOCATION MAP CASE: CP-11-2022

**Subject Property**

East of and adjacent to St. Johns Heritage Parkway NW, in the vicinity north of Emerson Drive NW

The City of Palm Bay Florida

*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-11-2022

**Subject Property**

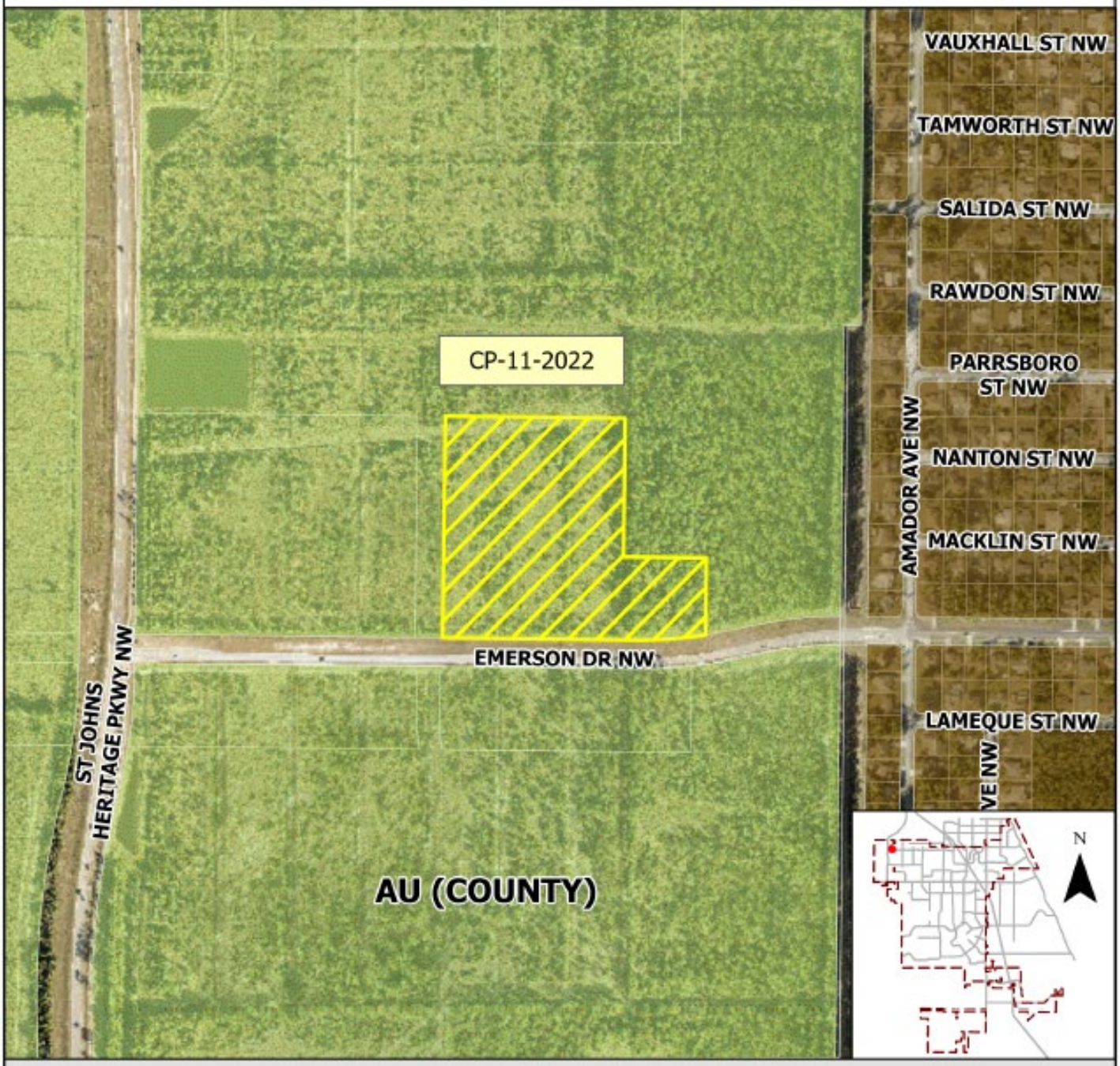
East of and adjacent to St. Johns Heritage Parkway NW, in the vicinity north of Emerson Drive NW

**Future Land Use Classification**

COM – Commercial

The City of Palm Bay Florida

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



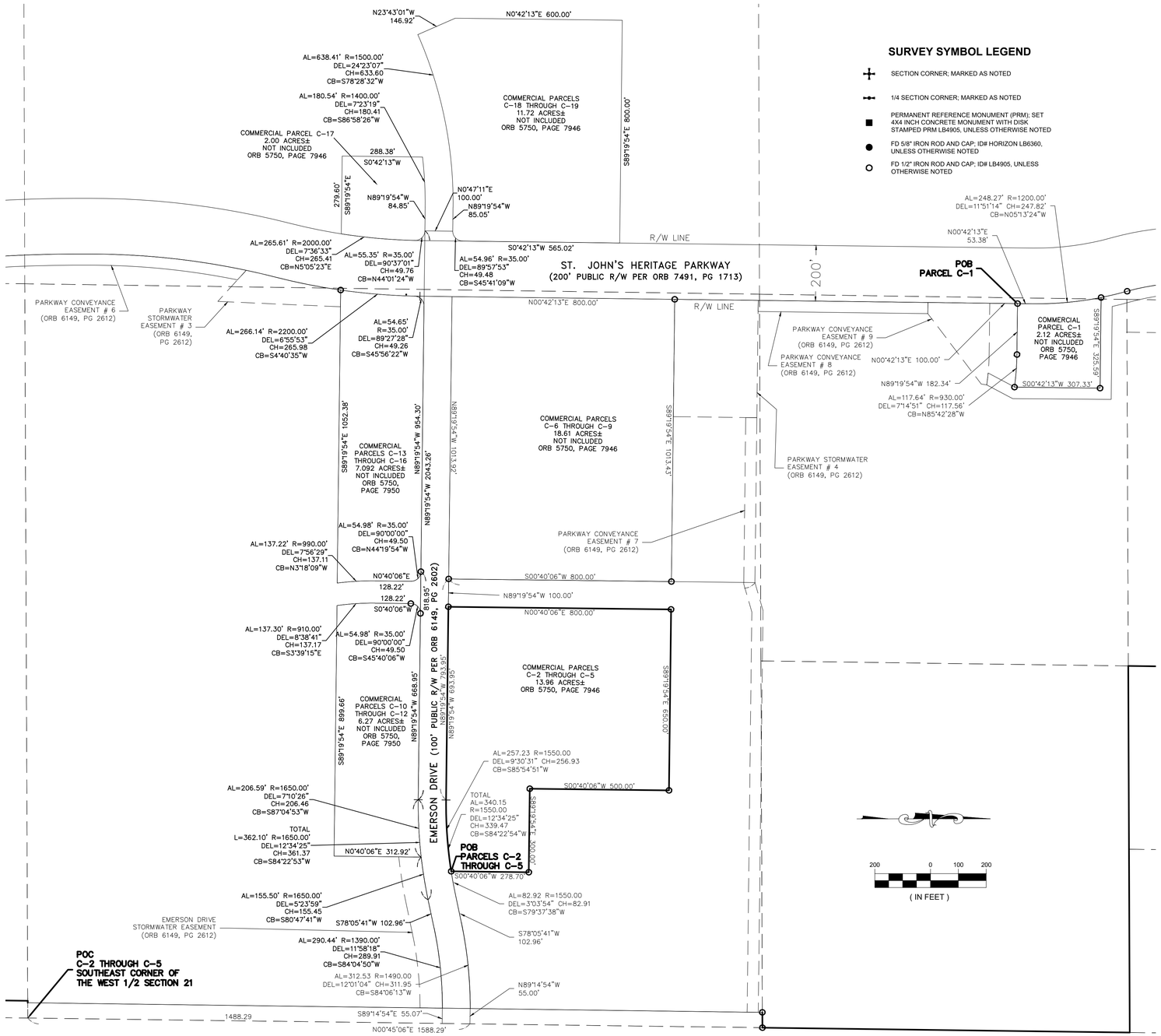

# ZONING MAP CASE: CP-11-2022

**Subject Property**

East of and adjacent to St. Johns Heritage Parkway NW, in the vicinity north of Emerson Drive NW

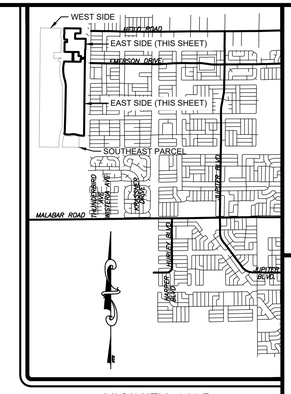
**Current Zoning Classification**

AU (COUNTY) – Agricultural Use




## SURVEY SYMBOL LEGEND

- SECTION CORNER; MARKED AS NOTED
- 1/4 SECTION CORNER; MARKED AS NOTED
- PERMANENT REFERENCE MONUMENT (PRM); SET 4X4 INCH CONCRETE MONUMENT WITH DISK STAMPED PRM LB4905, UNLESS OTHERWISE NOTED
- FD 5/8" IRON ROD AND CAP; ID# HORIZON LB6360, UNLESS OTHERWISE NOTED
- FD 1/2" IRON ROD AND CAP; ID# LB4905, UNLESS OTHERWISE NOTED




VICINITY MAP

SURVEY NOTES:

SURVEY OF COMMERCIAL PARCELS C-2 THROUGH C-5, LYING IN SECTIONS 20 & 21, TOWNSHIP 28 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA.

SURVEY FOR BOUNDARY ONLY.

IMPROVEMENTS AND/OR UTILITIES, WHETHER ABOVEGROUND OR UNDERGROUND, ARE NOT LOCATED OR SHOWN ON THIS SURVEY.

BEARING REFERENCE: ASSUMED BEARING OF N89°19'54"W ON THE NORTH LINE OF COMMERCIAL PARCELS C-10 THROUGH C-12, AS RECORDED IN OFFICIAL RECORDS BOOK 5750, PAGE 7950, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

THIS SURVEY IS SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE.

THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER UNLESS ELECTRONICALLY SIGNED AND SEALED IN ACCORDANCE WITH FLORIDA STATUTES CHAPTER 472.025.

THIS SURVEY MEETS THE STANDARDS OF PRACTICE FOR SURVEYS AS REQUIRED BY FLORIDA STATUTES CHAPTER 472 AND THE STANDARDS OF PRACTICE FOR SURVEYS AS REQUIRED BY CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

DATE OF LAST FIELD WORK: 03/01/2021

DESCRIPTIONS:

FROM OFFICIAL RECORDS BOOK 5750, PAGE 7946, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA

COMMERCIAL PARCELS C-2 THROUGH C-5
A PARCEL OF LAND IN SECTION 21, TOWNSHIP 28 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE WEST 1/2 OF SECTION 21, TOWNSHIP 28 SOUTH, RANGE 36 EAST, THENCE N00°45'06"E ALONG THE EAST LINE OF THE WEST 1/2 OF SAID SECTION 21 A DISTANCE OF 1588.29 FEET: THENCE N89°14'54"\V A DISTANCE OF 55.00 FEET TO THE WEST RIGHT OF WAY LINE OF WATER CONTROL DISTRICT OF BREVARD CANAL NUMBER FIFTY NINE (A 95 FOOT RIGHT OF WAY): THENCE SOUTHWESTERLY A DISTANCE OF 312.53 FEET ALONG AN ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1490.00 FEET, A CENTRAL ANGLE OF 12°01'04", AND A CHORD WHICH BEARS S84°06'13"W A DISTANCE OF 311.95 FEET TO A POINT OF TANGENCY; THENCE S78°05'41"W A DISTANCE OF 102.96 FEET TO A POINT OF CURVATURE: THENCE SOUTHWESTERLY A DISTANCE OF 82.92 FEET ALONG AN ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1550.00 FEET, A CENTRAL ANGLE OF 3°03'54", AND A CHORD WHICH BEARS S79°37'38"W A DI STANCE OF 82.91 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL: THENCE CONTINUE SOUTHWESTERLY A DISTANCE OF 257.23 FEET ALONG AN ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1550.00 FEET. A CENTRAL ANGLE OF 9°30'31" AND A CHORD WHICH BEARS S85°54'51"W A DISTANCE OF 256.94 FEET TO A POINT OF TANGENCY; THENCE N89°19'54"W A DISTANCE OF 693.95 FEET: THENCE N00°40'06"E A DISTANCE OF 800.00 FEET: THENCE S89°19'54"E A DISTANCE OF 650.00 FEET; THENCE S00°40'06"W A DISTANCE OF 500.00 FEET; THENCE S89°19'54"E A DISTANCE OF 300.00 FEET; THENCE S00°40'06"W A DISTANCE OF 278.70 FEET TO THE POINT OF BEGINNING; CONTAINING 13.962 ACRES, MORE OR LESS.


B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4
MELBOURNE, FLORIDA 32901
PHONE: (321) 725-3674 FAX: (321) 723-1159
CERTIFICATE OF PROFESSIONAL ENGINEERS BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

SCOTT M. GLAUBITZ
PROFESSIONAL LAND SURVEYOR
FLORIDA LICENSE NUMBER 4151

Digitally signed by Leslie E Howard
Date: 2022.02.03 14:43:32 -05'00'

LESLIE E. HOWARD
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA LICENSE NUMBER 5611


## ABBREVIATIONS

| | |
|---|---|
| A/C | AIR CONDITIONER |
| AL | ARC LENGTH |
| AVE | AVENUE |
| BLVD | BOULEVARD |
| BM | BENCH MARK |
| BOC | BEGINNING OF CURVE |
| CL | CENTERLINE |
| CA | CENTRAL ANGLE |
| CB | CHORD BEARING |
| CBS | CONCRETE BLOCK STRUCTURE |
| CH | CHORD LENGTH |
| CM | CONCRETE MONUMENT |
| CMP | CORRUGATED METAL PIPE |
| CONC | CONCRETE |
| COR | CORNER |
| DEL | DELTA ( CENTRAL ANGLE |
| DRI | DEVELOPMENT OF REGIONAL IMPACT |
| ELEC | ELECTRIC |
| EL/ELEV | ELEVATION |
| EOC | END OF CURVE |
| EOP | EDGE OF PAVEMENT |
| EOW | EDGE OF WATER |
| ERCP | ELLIPTICAL REINFORCED CONCRETE PIPE |
| ESMT | EASEMENT |
| FD | FOUND |
| FFE | FINISHED FLOOR ELEVATION |
| FH | FIRE HYDRANT |
| FP&L | FLORIDA POWER AND LIGHT |
| FT | FEET |
| HWY | HIGHWAY |
| ID# | IDENTIFICATION NUMBER |
| INV | INVERT |
| IR | IRON ROD |
| IRC | IRON ROD AND CAP |
| LB | LICENSED BUSINESS |
| LWP | LIGHTER WOOD POST |
| NI# | NEIGHBORHOOD IDENTIFICATION |
| N&D | NAIL AND DISK |
| NAVD88 | NORTH AMERICAN VERTICAL DATUM 1988 |
| NGVD29 | NATIONAL GEODETIC VERTICAL DATUM 1929 |
| NTI | NON-TANGENT INTERSECTION |
| NTL | NON-TANGENT LINE |
| NTS | NOT TO SCALE |
| OHE | OVERHEAD ELECTRIC/ UTILITY |
| OR/ORB | OFFICIAL RECORDS BOOK |
| PB | PLAT BOOK |
| PCC | POINT OF COMPOUND CURVATURE |
| PCP | PERMANENT CONTROL POINT |
| PG(S) | PAGE(S) |
| PK | PARKER-KALEN |
| POB | POINT OF BEGINNING |
| POC | POINT OF COMMENCEMENT |
| PP | POWER/UTILITY POLE |
| PRC | POINT OF REVERSE CURVATURE |
| PUD | PLANNED UNIT DEVELOPMENT |
| PVC | POLYVINYL CHLORIDE PIPE |
| R | RADIUS |
| R/W | RIGHT-OF-WAY |
| RCP | REINFORCED CONCRETE PIPE |
| RR | RAILROAD |
| ST | STREET |
| TYP | TYPICAL |

| | |
|---|---|
| FIELD BOOK: --- | |
| PAGE(S): --- | |
| 1 | |
| 2 | |
| 3 | |
| 4 | |
| 5 | |
| 6 | |
| 7 | |
| 8 | |
| 9 | |
| DATE: | 02/03/2022 |
| DESIGN/DRAWN: | LEH |

PROJECT TITLE

**HERITAGE CORNERS**

SHEET TITLE

**BOUNDARY SURVEY**

PROJECT NO.

11055.01

DRAWING NO.

1105501_100_003

SHEET

1 of 1

H:\Projects Folder\11055.01\Drawings\1105501_100\1105501_100_003.dwg February 3, 2022 11:54:54 AM LH

The City of Palm Bay Florida

**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 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. **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:**

- [x] **Small Scale** (50 acres or Less)
- [ ] **Text Amendment** (Comp. Plan)
- [ ] **Large Scale** (More than 50 acres)

**PARCEL ID(S):**

28-36-21-00-500

**TAX ACCOUNT NUMBER(S):**

2862658

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

See attached.

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

+/- 13.96 AC

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

COM - Commercial

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

MFR - Multi-Family Residential

**PRESENT USE OF PROPERTY:**

Vacant/undeveloped - Agriculture

**STRUCTURES LOCATED ON THE PROPERTY:** None

**REZONING FILED IN CONJUNCTION WITH THIS APPLICATION:** Yes

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

To provide additional residential housing options to the surrounding area.

**SPECIFIC USE INTENDED FOR PROPERTY:**

Multi-Family Residential Development

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

- [x] *Application Fee. Make Check payable to "City of Palm Bay."
  - [x] **$1,200.00 - Small Scale** (50 acres or Less)
  - [ ] **$2,000.00 - Large Scale** (More than 50 acres)
  - [ ] **$2,000.00 - Text Amendment** (Comp. Plan)

- [x] Legal description of the subject property with a sketch of the legal. **Also provide the site sketch on Memory Drive.**

- [x] 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.)

- [x] 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.

- [x] 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.

- [x] **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** Ana Saunders, P.E. (or other authorized B.S.E. representative)

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

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

**Owner Signature** _____ **Date** 2/3/22

**Printed Name** Gary Smigiel, Ascot Palm Bay Holdings, LLC

**Full Address** PO Box 540669 Lake Worth, FL 33454-0669

**Telephone** 561-968-3605 ext 204 **Email** gsmfi@aol.com

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

February 3, 20 22

**Re: Letter of Authorization**

***As the property owner of the site legally described as:***

TAX ACCOUNT NUMBERS:
2862658, 2862659, 2862656, 2865506, 2865507, 2865970, 2865969

***I,*** Owner Name: Gary Smigiel, Ascot Palm Bay Holdings, LLC

Address: PO Box 540669 Lake Worth, FL 33454-0669

Telephone: 561-968-3605 ext 204

Email: gsmfi@aol.com

***hereby authorize:***

Representative: Ana Saunders, P.E. (or other authorized B.S.E. representative)

Address: 312 South Harbor City Blvd., Suite 4 Melbourne, FL 32901

Telephone: 321-725-3674

Email: asaunders@bseconsult.com

***to represent the request(s) for:***

Public Hearings, Land Use and Rezoning

(Property Owner Signature)

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 3rd day of February, 20 22 by Gary Smigiel, property owner.

MIRANDA MORALES SEUSS
Notary Public - State of Florida
Commission # HH 100577
My Comm. Expires May 30, 2025
Bonded through National Notary Assn.

Miranda Morales Seuss, Notary Public

[X] Personally Known or [ ] Produced the Following Type of Identification:

CITY OF PALM BAY, FLORIDA

PLANNING AND ZONING BOARD/
LOCAL PLANNING AGENCY
REGULAR MEETING 2022-03

Held on Wednesday, March 2, 2022, 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.

Ms. Leeta Jordan called the meeting to order at approximately 7:00 p.m.

Mr. Donald Boerema led the Pledge of Allegiance to the Flag.

**ROLL CALL:**

| | | |
|---|---|---|
| **CHAIRPERSON:** | Leeta Jordan | Present |
| **MEMBER:** | Philip Weinberg | Present |
| **MEMBER:** | Donald Boerema | Present |
| **MEMBER:** | Khalilah Maragh | Present |
| **MEMBER:** | Randall Olszewski | Present |
| **MEMBER:** | Rainer Warner | Present |
| **MEMBER:** | Vacant | |
| **NON-VOTING MEMBER:** | David Karaffa<br>(School Board Appointee) | Absent |

Ms. Vicki Northrup mistakenly was in attendance as a member of the board. No board actions taken during the meeting were impacted by Ms. Northrup's presence.

**CITY STAFF:** Present were Ms. Alexandra Bernard, Growth Management Director; Ms. Joan Junkala, Deputy City Manager; Ms. Stephanie Kelly, Planner; Ms. Ximena Escobar, Recording Secretary; Ms. Jennifer Cockcroft, Deputy City Attorney.

**ELECTION OF VICE CHAIRPERSON:**

Nominations were made for election of Vice Chairperson.

Motion by Mr. Warner to elect Ms. Khalilah Maragh.

Comprehensive Plan and the Sustainability Plan. Traffic studies, environmental studies, stormwater, sidewalks, lighting, and landscape requirements were part of the review process.

Mr. Olszewski asked staff to share with the audience what the overall Bayfront Community Redevelopment Area was about and if the nature of the subject proposal would fit with the vision for the Bayfront area. Ms. Bernard explained that redevelopment districts addressed areas that was probable for blight by investing resources to revitalize the areas. She confirmed that the nature of the subject proposal would fit within the Bayfront redevelopment area.

Motion to submit Case CPZ-10-2022 to City Council for approval.

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

**Aye:** Jordan, Weinberg, Boothroyd, Maragh, Olszewski.

**Nay:** Warner.

7. **CP-11-2022 - Heritage Corners - Gary Smigiel, Ascot Palm Bay Holdings, LLC (Ana Saunders, P.E., BSE Consultants, Inc., Rep.) - A small-scale Comprehensive Plan Future Land Use Map amendment from Commercial Use to Multiple-Family Residential Use. Tax Parcel 500, Section 21, Township 28, Range 36, Brevard County, Florida, containing approximately 13.96 acres. Located north of and adjacent to Emerson Drive NW, in the vicinity east of St. Johns Heritage Parkway NW**

Ms. Bernard presented the staff report for Case CP-11-2022. Staff recommended Case CP-11-2022 for approval.

Ms. Ana Saunders, P.E., BSE Consultants, Inc. (representative for the applicant) stated that the subject request would provide the City with different options and opportunities for multiple-family development. The multiple-family use would also be a better transition to the north adjacent project where a section of land was proposed for single-family development.

Ms. Maragh was in favor of the multiple-family development, but she wanted commercial uses included to create a walkable community. Ms. Saunders noted that that there was approximately 62 acres in unified ownership of which the subject site modified about 14 acres for multiple-family use, and a companion case would rezone the remaining 48 acres to CC, Community Commercial. The commercial land was at the terminal point of the Emerson Drive NW and St. Johns Heritage Parkway NW intersection. There was approximately 121 acres of commercial land between the subject intersection and Malabar Road to the south.

Ms. Maragh wanted to know about the multiple-family use planned for the site. Ms. Saunders explained that there was not a specific plan at this time, but she envisioned a typical multiple-family product to offer an alternative in variety from the multiple-family component to the south that was recently approved for duplexes, fourplexes, and sixplexes.

Mr. Warner commented that the developer held a footprint on St. Johns Heritage Parkway and had a wonderful opportunity to be a driving force in its appropriate development of commercial projects. Ms. Saunders agreed and indicated the commercial properties proposed by the companion rezoning case with frontage on the parkway. There was a satisfactory amount of commercial land considering the 121 commercial acres within the pocket of development, and the significant commercial project occurring outside the City limits on U.S. 192. Commercial development would proceed responsibly to avoid oversaturation, but still provide walkability to live, work, and play in the communities.

Mr. Weinberg noted that the current case was for the land use request.

The floor was opened and closed for public comments; there were no comments from the audience, and there was no correspondence in the file.

Motion to submit Case CP-11-2022 to City Council for approval.

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

**Aye:** Jordan, Weinberg, Boothroyd, Maragh, Olszewski, Warner.

# ORDINANCE 2022-45

**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 March 2, 2022, 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 April 7, 2022, 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 Commercial Use to Multiple-Family Residential Use, which property is legally described as follows:

Tax Parcels 500, of the Public Records of Brevard County, Florida; Section 21, Township 28S, Range 36E; containing 13.96 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 2022- , held on , 2022.

_____

ATTEST: Rob Medina, MAYOR

_____

Terese M. Jones, CITY CLERK

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

Reviewed by CAO: _____

Applicant: Gary Smigiel, Ascot Palm Bay Holdings, LLC
Case: CP-11-2022

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

The City of Palm Bay Florida

# LEGISLATIVE MEMORANDUM

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

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

**THRU:** **Alexandra Bernard, Growth Management Director**

**DATE:** **4/7/2022**

**RE:** **Ordinance 2022-46, rezoning property located north and south of and adjacent to Emerson Drive, in the vicinity east and west of and adjacent to St. Johns Heritage Parkway, from AU, Agricultural (Brevard County) to CC (Community Commercial District) and RM-20 (Multiple-Family Residential District) (61.79 acres) (Case CPZ-11-2022, Gary Smigiel, Ascot Palm Bay Holdings, LLC), first reading. (Quasi-Judicial Proceeding)**

Mr. Gary Smigiel, Ascot Palm Bay Holdings, LLC (Ana Saunders, P.E., BSE Consultants, Inc., Rep.) has submitted for a rezoning from AU (Brevard County) to RM-20, Multi-Family Residential (13.96 acres) and CC, Community Commercial (47.83 acres). The undeveloped land consists of seven parcels totaling 61.79 acres, and is located north and south of Emerson Drive NW between the St. Johns Heritage Parkway and Melbourne Tillman Water Control District Canal C-59, the west end of Emerson Drive NW, west of the St. Johns Heritage Parkway.

The applicant intends to provide additional housing options and supporting commercial development to the surrounding area. The RM-20 and CC zoning districts are compatible with the surrounding area and consistent with the City's desire to see the area near the Parkway come to life.

**REQUESTING DEPARTMENT:**
Growth Management

**RECOMMENDATION:**
Motion to approve Case CPZ-11-2022.

**Planning and Zoning Board Recommendation:**
Unanimous approval of the request.

**ATTACHMENTS:**

**Description**

Case CPZ-11-2022 - Staff Report
Case CPZ-11-2022 - Boundary Survey
Case CPZ-11-2022 - Application
Case CPZ-11-2022 - Board Minutes

Ordinance 2022-46

# STAFF REPORT

## LAND DEVELOPMENT DIVISION

120 Malabar Road SE • Palm Bay, FL 32907 • Telephone: (321) 733-3042
landdevelopmentweb@palmbayflorida.org

**Prepared by**
Alexandra Bernard, Growth Management Director

| **CASE NUMBER** | **PLANNING & ZONING BOARD HEARING DATE** |
|---|---|
| CPZ-11-2022 | March 2, 2022 |

| **PROPERTY OWNER & APPLICANT** | **PROPERTY LOCATION/ADDRESS** |
|---|---|
| Gary Smigiel, Ascot Palm Bay Holdings, LLC (Ana Saunders, PE, BSE Consultants) | Township 28, Section 21, Range 36, Tax Parcels 255, 500, 501, 503, 504; Township 28, Section 20, Range 36, Tax Parcels 750 and 751, Brevard County, Florida. Specifically, off of Emerson Dr NW, just east of St. Johns Heritage Parkway NW |

**SUMMARY OF REQUEST** The applicant is requesting a rezoning from AU (Brevard County) to RM-20, Multi-Family Residential (13.96 acres) and CC, Community Commercial (47.83 acres).

| | |
|---|---|
| **Existing Zoning** | AU, Brevard County |
| **Existing Land Use** | Vacant, Multi-family Residential and Commercial |
| **Site Improvements** | Undeveloped Land |
| **Site Acreage** | 61.79 acres |

**SURROUNDING ZONING & USE OF LAND**

| | |
|---|---|
| **North** | AU, Single-Family Residential District; Vacant |
| **East** | AU, Single and Multi-Family Residential District; Vacant |
| **South** | AU, Commercial District; Vacant |
| **West** | AU, Commercial District; Vacant |

**BACKGROUND:**

The subject properties are located North and south of Emerson Rd between the Parkway and the MTWCD Canal C-59 and the west end of Emerson Rd West of the Parkway.

**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 the justification for the change is "To provide additional housing options and supporting commercial development to the surrounding area." The Multi-Family Zoning District will allow for multifamily uses and the commercial zoning will allow the potential for new businesses that will be supported by the proposed new multi-family.

**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 designation of the RM-20 zoning district and CC community commercial district for the subject properties is compatible with the surrounding area and is consistent with the City's desire to see the area near the Parkway come to life.

**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.*

Approximately 550 acres of RM-20, Multi-Family Residential Use zoned land is within the City limits. Approximately 920 acres of CC, Community Commercial zoned land is within the city limits.

**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).*

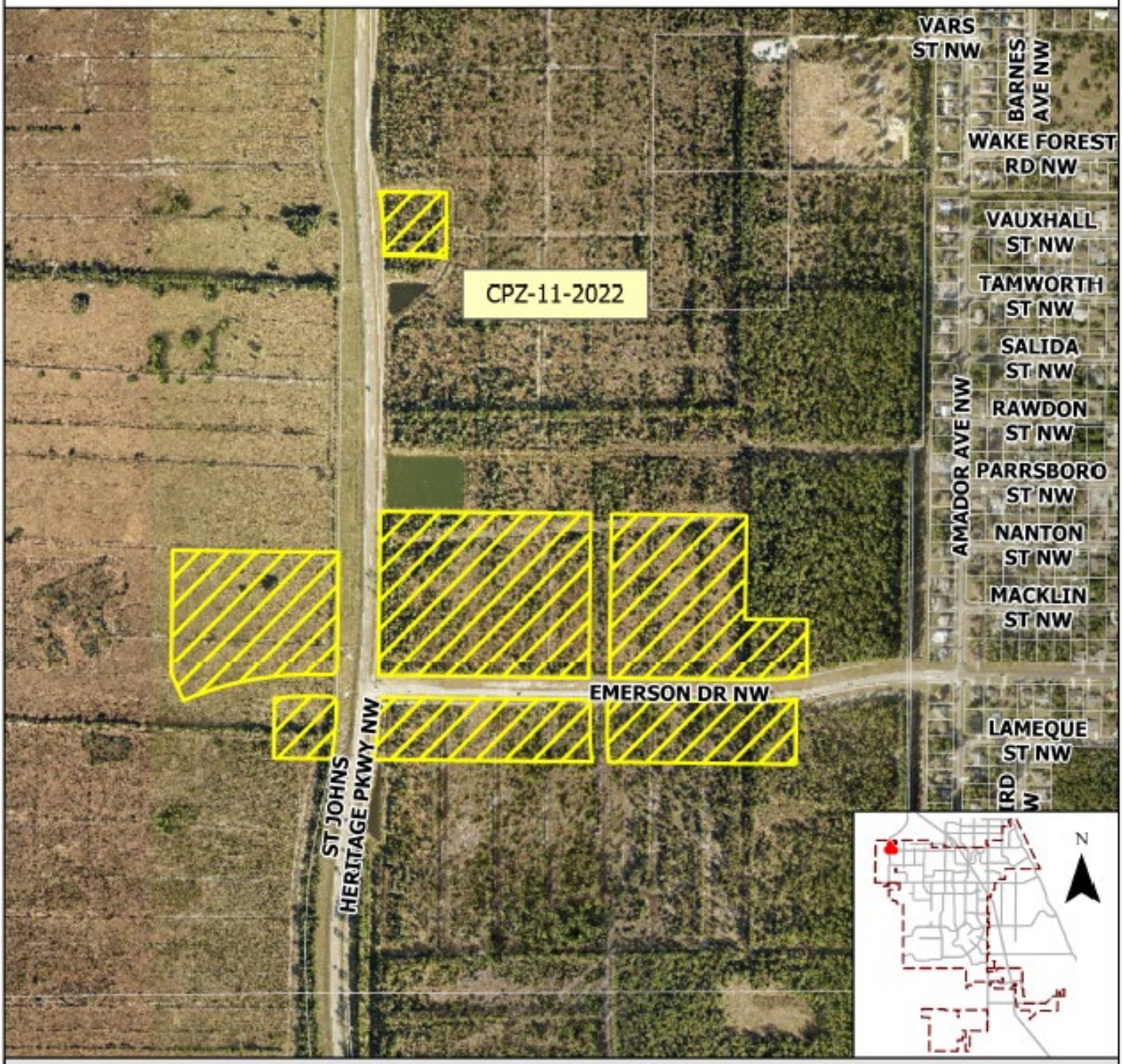
The proposed amendment will further the purposes of Chapter 185, the Comprehensive Plan.

**STAFF RECOMMENDATION:**

Case CPZ-11-2022 is recommended for approval.

The City of Palm Bay Florida

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



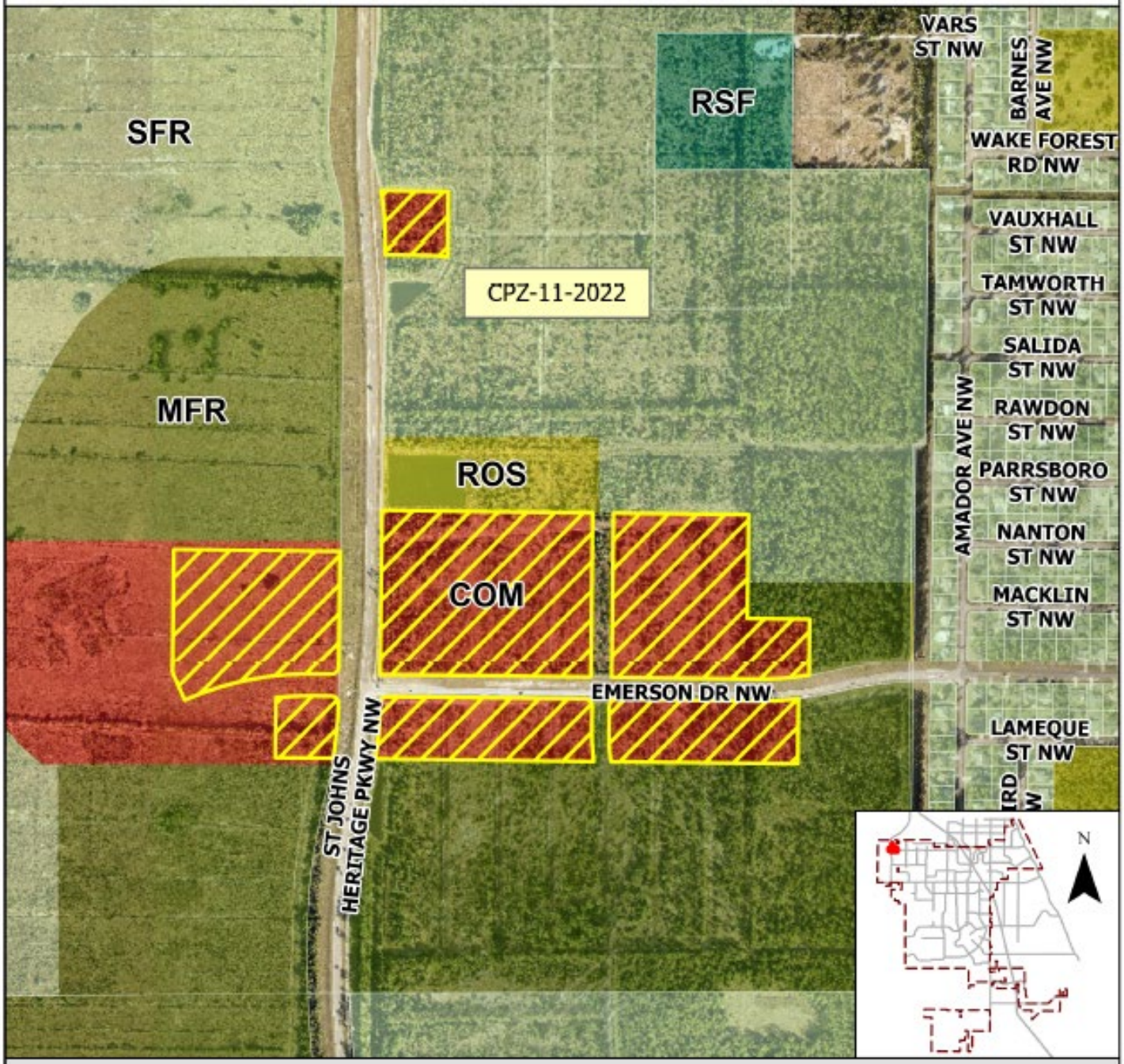

# AERIAL LOCATION MAP CASE: CPZ-11-2022

**Subject Property**

North and south of Emerson Drive NW, in the vicinity east and west of St. Johns Heritage Parkway NW

The City of Palm Bay Florida

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




# FUTURE LAND USE MAP CASE: CPZ-11-2022

**Subject Property**

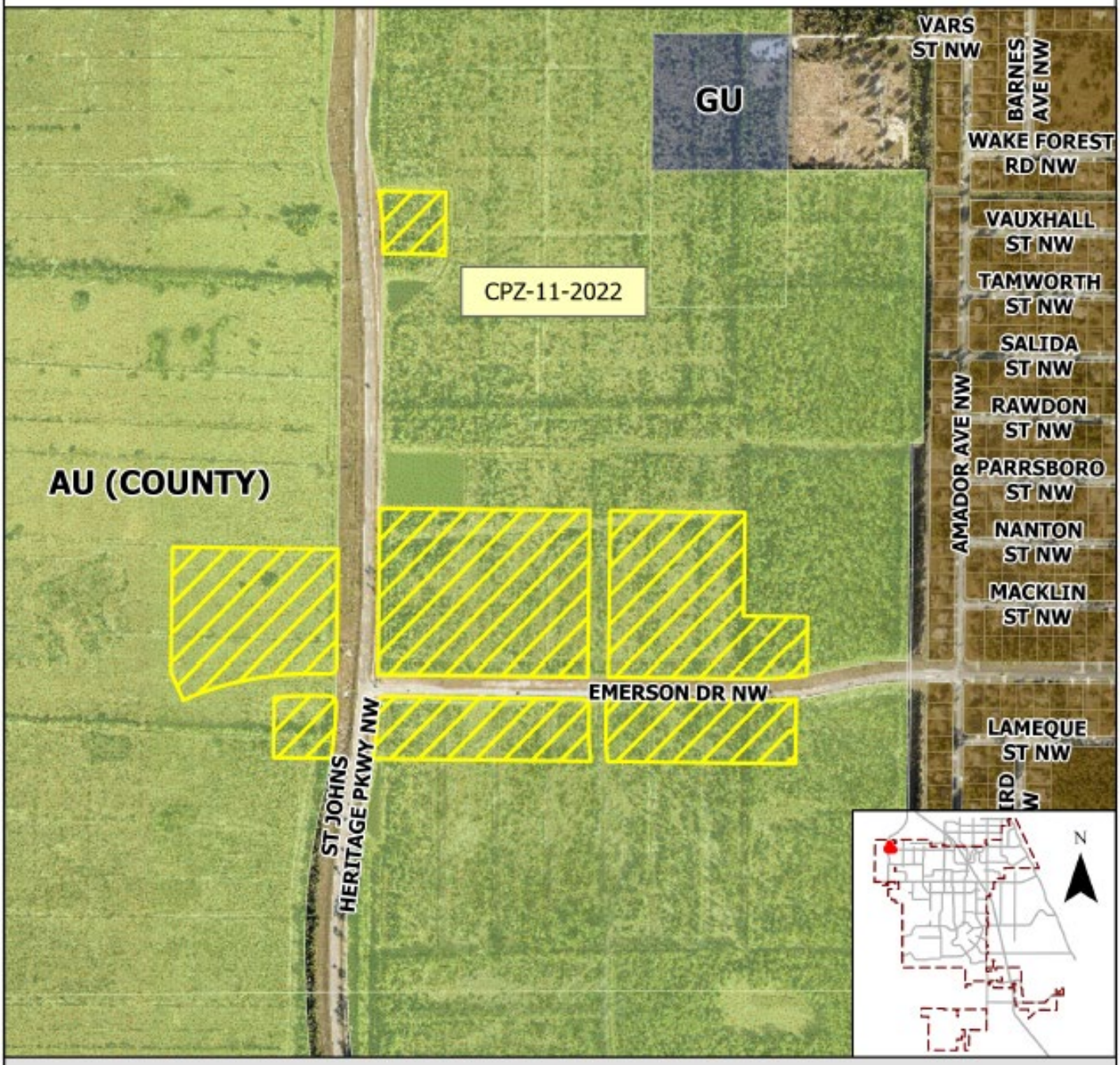
North and south of Emerson Drive NW, in the vicinity east and west of St. Johns Heritage Parkway NW

**Future Land Use Classification**

COM – Commercial

The City of Palm Bay Florida

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



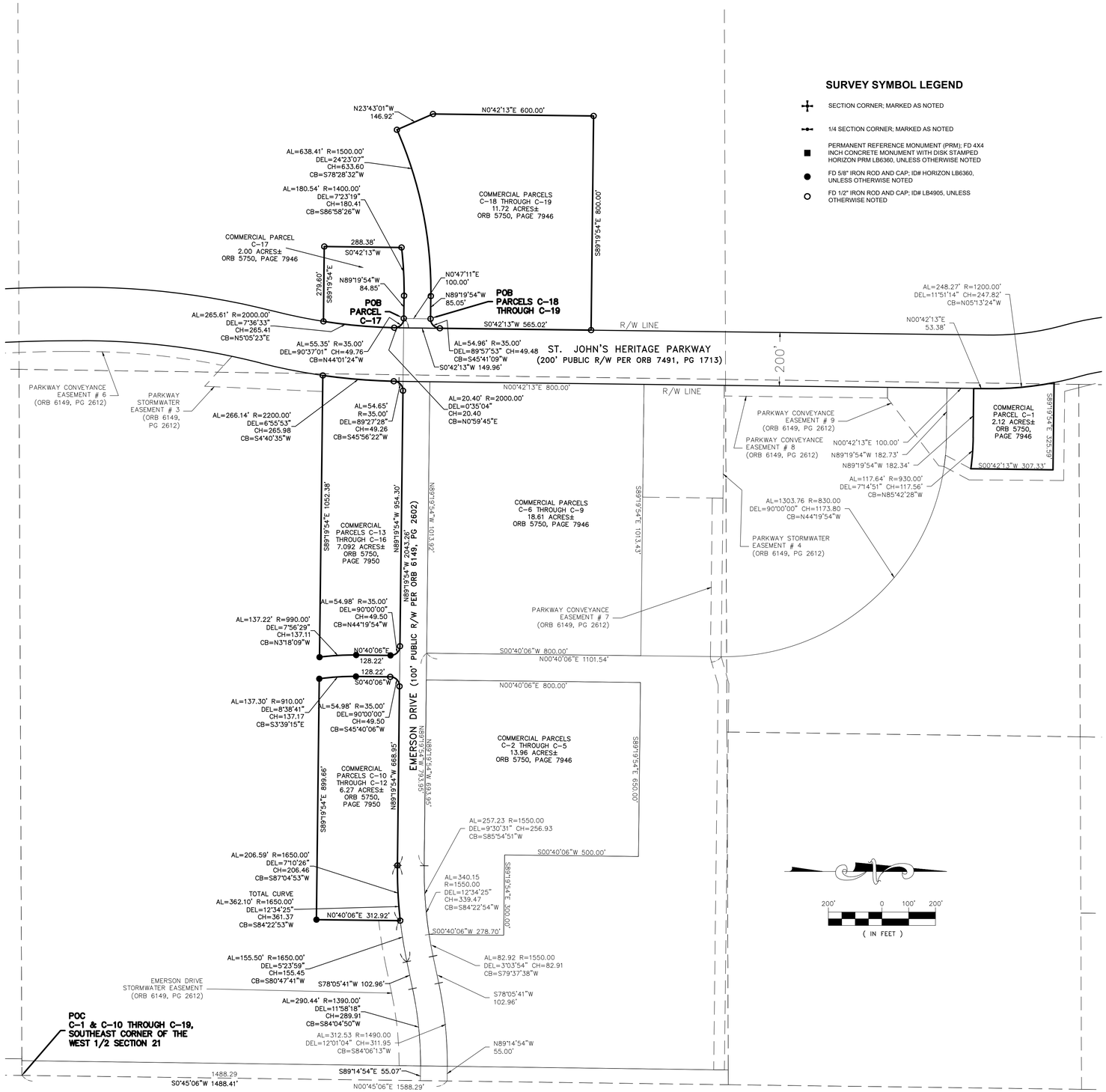

# ZONING MAP CASE: CPZ-11-2022

**Subject Property**

North and south of Emerson Drive NW, in the vicinity east and west of St. Johns Heritage Parkway NW

**Current Zoning Classification**

AU (COUNTY) – Agricultural Use




## SURVEY SYMBOL LEGEND

- SECTION CORNER; MARKED AS NOTED
- 1/4 SECTION CORNER; MARKED AS NOTED
- PERMANENT REFERENCE MONUMENT (PRM); FD 4X4 INCH CONCRETE MONUMENT WITH DISK STAMPED HORIZON PRM LB6360, UNLESS OTHERWISE NOTED
- FD 5/8" IRON ROD AND CAP; ID# HORIZON LB6360, UNLESS OTHERWISE NOTED
- FD 1/2" IRON ROD AND CAP; ID# LB4905, UNLESS OTHERWISE NOTED

## SURVEY NOTES:

SURVEY OF COMMERCIAL PARCELS C-1 AND C-10 THROUGH C-19, LYING IN SECTIONS 20 & 21, TOWNSHIP 28 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA.

SURVEY FOR BOUNDARY ONLY.

IMPROVEMENTS AND/OR UTILITIES, WHETHER ABOVEGROUND OR UNDERGROUND, ARE NOT LOCATED OR SHOWN ON THIS SURVEY.

BEARING REFERENCE: ASSUMED BEARING OF N89°19'54"W ON THE NORTH LINE OF COMMERCIAL PARCELS C-10 THROUGH C-12, AS RECORDED IN OFFICIAL RECORDS BOOK 5750, PAGE 7950, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

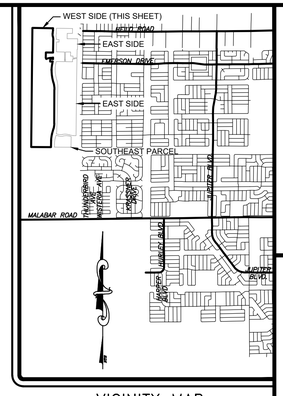
THIS SURVEY IS SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE.

THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER UNLESS ELECTRONICALLY SIGNED AND SEALED IN ACCORDANCE WITH FLORIDA STATUTES CHAPTER 472.025.

THIS SURVEY MEETS THE STANDARDS OF PRACTICE FOR SURVEYS AS REQUIRED BY FLORIDA STATUTES CHAPTER 472 AND THE STANDARDS OF PRACTICE FOR SURVEYS AS REQUIRED BY CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

DATE OF LAST FIELD WORK: 03/01/2021




VICINITY MAP

## DESCRIPTIONS:

### FROM OFFICIAL RECORDS BOOK 5750, PAGE 7946, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA

### COMMERCIAL PARCEL C-1

A PARCEL OF LAND IN SECTIONS 20 AND 21, TOWNSHIP 28 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE WEST 1/2 OF SECT ION 21, TOWNSHIP 28 SOUTH, RANGE 36 EAST, THENCE N00°45'06"E ALONG THE EAST LINE OF THE WEST 1/2 OF SAID SECTION 21 A DISTANCE OF 1588.29 FEET; THENCE N89°14'54"W A DISTANCE OF 55.00 FEET TO THE WEST RIGHT OF WAY LINE OF WATER CONTROL DISTRICT OF BREVARD CANAL NUMBER FIFTY NINE (A 95 FOOT RIGHT OF WAY); THENCE SOUTHWESTERLY A DISTANCE OF 312.53 FEET ALONG AN ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1490.00 FEET, A CENTRAL ANGLE OF 12°01'04", AND A CHORD WHICH BEARS S84°06'13"W A DISTANCE OF 311.95 FEET TO A POINT OF TANGENCY; THENCE S78°05'41"W A DISTANCE OF 102.96 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY A DISTANCE OF 340.15 FEET ALONG AN ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1550.00 FEET, A CENTRAL ANGLE OF 12°34'25", AND A CHORD WHICH BEARS S84°22'53"W A DISTANCE OF 339.47 FEET TO A POINT OF TANGENCY; THENCE N89°19'54"W A DISTANCE OF 1101.54 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY A DISTANCE OF 1303.76 FEET ALONG AN ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 830.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD WHICH BEARS N44°19'54"W A DISTANCE OF 1173.80 FEET TO A POINT OF TANGENCY; THENCE N89°19'54"W A DISTANCE OF 182.94 FEET TO THE EAST RIGHT OF WAY LINE OF PROPOSED PALM BAY PARKWAY (A 200 FOOT RIGHT OF WAY); THENCE N00°42'13"E ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE N00°42'13"E ALONG SAID EASTERLY RIGHT OF WAY A DISTANCE OF 53. 49 FEET TO A POINT OF CURVATURE; THENCE CONTINUE NORTHWESTERLY ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 248.27 FEET ALONG AN ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1200.00 FEET, A CENTRAL ANGLE OF 11°51'14", AND A CHORD WHICH BEARS N05°13'24"W A DISTANCE OF 247.82 FEET TO A POINT; THENCE S89°19'54"E A DISTANCE OF 325.59 FEET; THENCE S00°42'13"W A DISTANCE OF 307.40 FEET TO A POINT ON A CURVE; THENCE NORTHWESTERLY A DISTANCE OF 117.43 FEET ALONG AN ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 930.00 FEET, A CENTRAL ANGLE OF 7°14'05", AND A CHORD WHICH BEARS N85°42'51"W A DISTANCE OF 117.35 FEET TO A POINT OF TANGENCY; THENCE N89°19'54"W A DISTANCE OF 182.87 FEET TO THE POINT OF BEGINNING; CONTAINING 2.121 ACRES, MORE OR LESS.

### COMMERCIAL PARCEL C-17

A PARCEL OF LAND LYING IN SECTION 20, TOWNSHIP 28 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE WEST I /2 OF SECTION 21, TOWNSHIP 28 SOUTH, RANGE 36 EAST, THENCE N00°45'06"E ALONG THE EAST LINE OF SAID SECTION 21 A DISTANCE OF 1488.29 FEET; THENCE DEPARTING SAID EAST LINE, RUN N89°14'54"W A DISTANCE OF 55.00 FEET, MORE OR LESS, TO A POINT ON THE WEST RIGHT OF WAY LINE OF WATER CONTROL DISTRICT OF SOUTH BREVARD CANAL N UMBER FIFTY NINE (A 95 FOOT RIGHT OF WAY), SAID POINT ALSO BEING A POINT ON THE PROPOSED SOUTH I 00 FOOT RIGHT OF WAY OF THE PROPOSED EMERSON DRIVE EXTENSION AND A POINT ON A NON TANGENT CURVE TO THE LEFT , OF WHICH THE RADIUS POINT LIES S00°03'59"W, A RADIAL DISTANCE OF 1,390.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC AND SAID PROPOSED SOUTH RIGHT OF WAY OF SAID PROPOSED EMERSON DRIVE EXTENSION, THROUGH A CENTRAL ANGLE OF 11°58'18", A DISTANCE OF 290.44 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID SOUTH RIGHT OF WAY S78°05'41"W A DISTANCE OF 102.96 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY A DISTANCE OF 362.10 FEET ALONG AN ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,650.00 FEET, A CENTRAL ANGLE OF 12°34'25", AND A CHORD WHICH BEARS S84°22'53"W A DISTANCE OF 361.37 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID SOUTH RIGHT OF WAY N89°19'54"W A DISTANCE OF 2,043.26 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE N89°19'54"W, ALONG SAID SOUTH RIGHT OF WAY, A DISTANCE OF 84.85 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG SAID SOUTH RIGHT OF WAY A DISTANCE OF 180.54 FEET ALONG AN ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1400.00 FEET, A CENTRAL ANGLE OF 07°23'19", AND A CHORD WHICH BEARS S86°58'26"W A DISTANCE OF 180.41 FEET TO A POINT OF NON TANGENCY; THENCE S00°42'13"W A DISTANCE OF 288.38 FEET; THENCE S89°19'54"E A DISTANCE OF 279.60 FEET, MORE OR LESS, TO A POINT ON THE PROPOSED WEST 200 FOOT RIGHT OF W AY OF THE PROPOSED PALM BAY PARKWAY, SAID POINT ALSO BEING A POINT ON A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES N81°06'20"W, A RADIAL DISTANCE OF 2,000.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC AND SAID PROPOSED WEST RIGHT OF WAY THROUGH A CENTRAL ANGLE OF 07°38'33", A DISTANCE OF 265.61 FEET TO A POINT OF COMPOUND CURVATURE; THENCE DEPARTING SAID WEST RIGHT OF WAY, RUN NORTHWESTERLY A DISTANCE OF 55.35 FEET, MORE OR LESS, ALONG AN ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 90°37'01",AND A CHORD WHICH BEARS N44°01'24"W A DISTANCE OF 49.76 FEET, MORE OR LESS, TO A POINT ON THE PROPOSED SOUTH 100 FOOT RIGHT OF WAY OF THE PROPOSED EMERSON DRIVE EXTENSION, SAID POINT ALSO BEING THE POINT OF BEGINNING; CONTAINING 2.000 ACRES, MORE OR LESS.

### COMMERCIAL PARCELS C-18 AND C-19

A PARCEL OF LAND LYING IN SECTION 20, TOWNSHIP 28 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE WEST I/2 OF SECTION 21, TOWNSHIP 28 SOUTH, RANGE 36 EAST, THENCE N00°45'06"E ALONG THE EAST LINE OF SAID SECTION 21 A DISTANCE OF 55.00 FEET, MORE OR LESS, TO A POINT ON THE WEST RIGHT OF WAY LINE OF WATER CONTROL DISTRICT OF SOUTH BREVARD CANAL NUMBER FIFTY NINE (A 95 FOOT RIGHT OF WAY), SAID POINT ALSO BEING A POINT ON THE PROPOSED SOUTH 100 FOOT RIGHT OF WAY OF THE PROPOSED EMERSON DRIVE EXTENSION AND A POINT ON A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES S00°03'59"W, A RADIAL DISTANCE OF 1,390.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC AND SAID PROPOSED SOUTH RIGHT OF WAY OF SAID PROPOSED EMERSON DRIVE EXTENSION, THROUGH A CENTRAL ANGLE OF 11°58'18", A DISTANCE OF 290.44 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID SOUTH RIGHT OF WAY S78°05'41"W A DISTANCE OF 102.96 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY A DISTANCE OF 362.10 FEET ALONG SAID SOUTH RIGHT OF WAY AND AN ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,650.00 FEET, A CENTRAL ANGLE OF 12°34'25", AND A CHORD WHICH BEARS S84°22'53"W A DISTANCE OF 361.37 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID SOUTH RIGHT OF WAY N89°19'54"W A DISTANCE OF 2,043.26 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY, RUN N00°47'11"E A DISTANCE OF 100.00 FEET, MORE OR LESS, TO A POINT ON THE PROPOSED NORTH 100 FOOT RIGHT OF WAY OF THE PROPOSED EMERSON DRIVE EXTENSION, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN N89°19'54"W ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 85.05 FEET TO A POINT OF CURVATURE; THENCE CONTINUE ALONG SAID NORTH RIGHT OF WAY AND THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 638.41 FEET, SAID CURVE HAVING A RADIUS OF 1500.00 FEET, A CENTRAL ANGLE OF 24°23'07", AND A CHORD WHICH BEARS S78°28'32"W A DISTANCE OF 633.60 FEET TO A POINT OF TANGENCY; THENCE N23°43'01"W A DISTANCE OF 146.92 FEET; THENCE N00°42'13"E A DISTANCE OF 600.00 FEET; THENCE N89°19'54"E A DISTANCE OF 800.00 FEET, MORE OR LESS, TO A POINT ON THE PROPOSED WEST 200 FOOT RIGHT OF WAY OF THE PROPOSED PALM BAY PARKWAY; THENCE S00°42'13"W ALONG SAID WEST RIGHT OF WAY A DISTANCE OF 565.02 FEET TO A POINT OF CURVATURE; THENCE DEPARTING SAID WEST RIGHT OF WAY, RUN A DISTANCE OF 54.96 FEET, MORE OR LESS, ALONG AN ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 89° 57'53", AND A CHORD WHICH BEARS S45°41'09"W A DISTANCE OF 49.48 FEET TO A POINT ON THE PROPOSED NORTH 100 FOOT RIGHT OF WAY OF THE PROPOSED EMERSON DRIVE EXTENSION, SAID POINT ALSO BEING THE POINT OF BEGINNING; CONTAINING 11.729 ACRES, MORE OR LESS.

### FROM OFFICIAL RECORDS BOOK 5750, PAGE 7950, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA

### COMMERCIAL PARCELS C-10 THROUGH C-12

A PARCEL OF LAND LYING IN SECTION 21, TOWNSHIP 28 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE WEST 1/2 OF SECTION 21, TOWNSHIP 28 SOUTH, RANGE 36 EAST, THENCE N00°45'06"E ALONG THE EAST LINE OF SAID SECTION 21 A DISTANCE OF 1488.29 FEET; THENCE DEPARTING SAID EAST LINE, RUN N89°14'54"W A DISTANCE OF 55.00 FEET, MORE OR LESS, TO A POINT ON THE WEST RIGHT OF WAY LINE OF WATER CONTROL DISTRICT OF SOUTH BREVARD CANAL NUMBER FIFTY NINE (A 95 FOOT RIGHT OF WAY), SAID POINT ALSO BEING A POINT ON THE PROPOSED SOUTH 100 FOOT RIGHT OF WAY OF THE PROPOSED EMERSON DRIVE EXTENSION AND A POINT ON A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES S00°03'59"W, A RADIAL DISTANCE OF 1,390.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC AND SAID PROPOSED SOUTH RIGHT OF WAY OF SAID PROPOSED EMERSON DRIVE EXTENSION, THROUGH A CENTRAL ANGLE OF 11°58'18", A DISTANCE OF 290.44 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID SOUTH RIGHT OF WAY S78°05'41"W A DISTANCE OF 102.96 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY A DISTANCE OF 155.50 FEET ALONG SAID SOUTH RIGHT OF WAY AND AN ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,650.00 FEET, A CENTRAL ANGLE OF 5°23'59", AND A CHORD WHICH BEARS S80°47'41"W A DISTANCE OF 155.45 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE SOUTHWESTERLY A DISTANCE OF 206.59 FEET ALONG SAID SOUTH RIGHT OF WAY AND AN ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1650.00 FEET, A CENTRAL ANGLE OF 7°10'26", AND A CHORD WHICH BEARS S87°04'53"W A DISTANCE OF 206.46 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID SOUTH RIGHT OF WAY N89°19'54"W A DISTANCE OF 668.95 FEET TO A POINT OF CURVATURE; THENCE DEPARTING SAID SOUTH RIGHT OF WAY, RUN SOUTHWESTERLY A DISTANCE OF 54.98 FEET, MORE OR LESS, ALONG AN ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD WHICH BEARS S45°40'06"W A DISTANCE OF 49.50 FEET, MORE OR LESS, TO A POINT OF TANGENCY ON THE PROPOSED EAST 80 FOOT RIGHT OF WAY OF THE PROPOSED PALM VISTA DRIVE, THENCE CONTINUE ALONG SAID EAST RIGHT OF WAY, S00°40'06"W A DISTANCE OF 128.22 FEET TO A POINT OF CURVATURE; THENCE A DISTANCE OF 137.30 FEET ALONG SAID EAST RIGHT OF WAY AND AN ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 910.00 FEET, A CENTRAL ANGLE OF 8°38'41", AND A CHORD WHICH BEARS S03°39'15"E A DISTANCE OF 137.17 FEET TO A POINT OF NON TANGENCY; THENCE DEPARTING SAID EAST RIGHT OF WAY, RUN S89°19'54"E A DISTANCE OF 899.66 FEET; THENCE N00°40'06"E A DISTANCE OF 312.92 FEET, MORE OR LESS, TO A POINT ON THE PROPOSED SOUTH 100 FOOT RIGHT OF WAY OF THE PROPOSED EMERSON DRIVE EXTENSION, SAID POINT ALSO BEING THE POINT OF BEGINNING; CONTAINING 6.270 ACRES, MORE OR LESS.

AND

### COMMERCIAL PARCELS C-13 THROUGH C-16

A PARCEL OF LAND LYING IN SECTION 21, TOWNSHIP 28 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE WEST 1/2 OF SECTION 21, TOWNSHIP 28 SOUTH, RANGE 36 EAST, THENCE N00°45'06"E ALONG THE EAST LINE OF SAID SECTION 21 A DISTANCE OF 1488.29 FEET; THENCE DEPARTING SAID EAST LINE, RUN N89°14'54"W A DISTANCE OF 55.00 FEET, MORE OR LESS, TO A POINT ON THE WEST RIGHT OF WAY LINE OF WATER CONTROL DISTRICT OF SOUTH BREVARD CANAL NUMBER FIFTY NINE (A 95 FOOT RIGHT OF WAY), SAID POINT ALSO BEING A POINT ON THE PROPOSED SOUTH 100 FOOT RIGHT OF WAY OF THE PROPOSED EMERSON DRIVE EXTENSION AND A POINT ON A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES S00°03'59"W, A RADIAL DISTANCE OF 1,390.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC AND SAID PROPOSED SOUTH RIGHT OF WAY OF SAID PROPOSED EMERSON DRIVE EXTENSION, THROUGH A CENTRAL ANGLE OF 11°58'18", A DISTANCE OF 290.44 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID SOUTH RIGHT OF WAY S78°05'41"W A DISTANCE OF 102.96 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY A DISTANCE OF 362.10 FEET ALONG SAID SOUTH RIGHT OF WAY AND AN ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,650.00 FEET, A CENTRAL ANGLE OF 12°34'25", AND A CHORD WHICH BEARS S84°22'53"W A DISTANCE OF 361.37 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID SOUTH RIGHT OF WAY N89°19'54"W A DISTANCE OF 818.95 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE ALONG SAID SOUTH RIGHT OF WAY N89°19'54"W A DISTANCE OF 954.30 FEET TO A POINT OF CURVATURE; THENCE DEPARTING SAID SOUTH RIGHT OF WAY, RUN SOUTHWESTERLY A DISTANCE OF 54.65 FEET, MORE OR LESS, ALONG AN ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 89°27'28", AND A CHORD WHICH BEARS S45°56'22"W A DISTANCE OF 49.26 FEET, MORE OR LESS, TO A POINT ON THE PROPOSED EAST 200 FOOT RIGHT OF WAY OF THE PROPOSED PALM BAY PARKWAY, SAID POINT ALSO BEING A POINT ON A REVERSE CURVATURE; THENCE A DISTANCE OF 266.14 FEET ALONG AN ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2,200.00 FEET, A CENTRAL ANGLE OF 6°55'53", AND A CHORD WHICH BEARS S04°40'35"W A DISTANCE OF 265.98 FEET TO A POINT OF NON TANGENCY; THENCE S89°19'54"E A DISTANCE OF 1,052.38 FEET, MORE OR LESS, TO A POINT ON THE PROPOSED WEST 80 FOOT RIGHT OF WAY OF THE PROPOSED PALM VISTA DRIVE, SAID POINT ALSO BEING A POINT ON A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES N82°43'37"E, A RADIAL DISTANCE OF 990.00 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC AND SAID PROPOSED WEST RIGHT OF WAY THROUGH A CENTRAL ANGLE OF 07°56'29", A DISTANCE OF 137.22 FEET TO A POINT OF TANGENCY; THENCE N00°40'06"E A DISTANCE OF 128.22 FEET TO A POINT OF CURVATURE; THENCE DEPARTING SAID WEST RIGHT OF WAY, RUN NORTHWESTERLY A DISTANCE OF 54.98 FEET, MORE OR LESS, ALONG AN ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD WHICH BEARS N44°19'54"W A DISTANCE OF 49.50 FEET, MORE OR LESS, TO A POINT ON THE PROPOSED SOUTH 100 FOOT RIGHT OF WAY OF THE PROPOSED EMERSON DRIVE EXTENSION, SAID POINT ALSO BEING THE POINT OF BEGINNING; CONTAINING 6.270 ACRES, MORE OR LESS.


B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING

312 SOUTH HARBOR CITY BOULEVARD, SUITE 4
MELBOURNE, FLORIDA 32901
PHONE: (321) 725-3674 FAX: (321) 723-1159

CERTIFICATE OF PROFESSIONAL ENGINEERS BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

SCOTT M. GLAUBITZ
PROFESSIONAL LAND SURVEYOR
FLORIDA LICENSE NUMBER 4151

STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER LESLIE E. HOWARD No. 5611

Digitally signed by Leslie E Howard
Date: 2022.02.03 14:42:42 -05'00'

LESLIE E. HOWARD
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA LICENSE NUMBER 5611


## ABBREVIATIONS

| | |
|---|---|
| A/C | AIR CONDITIONER |
| AL | ARC LENGTH |
| AVE | AVENUE |
| BLVD | BOULEVARD |
| BM | BENCH MARK |
| BOC | BEGINNING OF CURVE |
| CL | CENTERLINE |
| CA | CENTRAL ANGLE |
| CB | CHORD BEARING |
| CBS | CONCRETE BLOCK STRUCTURE |
| CH | CHORD LENGTH |
| CM | CONCRETE MONUMENT |
| CMP | CORRUGATED METAL PIPE |
| CONC | CONCRETE |
| COR | CORNER |
| DEL | DELTA / CENTRAL ANGLE |
| DRI | DEVELOPMENT OF REGIONAL IMPACT |
| ELEC | ELECTRIC |
| EL/ELEV | ELEVATION |
| EOC | END OF CURVE |
| EOP | EDGE OF PAVEMENT |
| EOW | EDGE OF WATER |
| ERCP | ELLIPTICAL REINFORCED CONCRETE PIPE |
| ESMT | EASEMENT |
| FD | FOUND |
| FFE | FINISHED FLOOR ELEVATION |
| FH | FIRE HYDRANT |
| FP&L | FLORIDA POWER AND LIGHT |
| FT | FEET |
| HWY | HIGHWAY |
| ID# | IDENTIFICATION NUMBER |
| INV | INVERT |
| IR | IRON ROD |
| IRC | IRON ROD AND CAP |
| LB | LICENSED BUSINESS |
| LWP | LIGHTER WOOD POST |
| NH | NEIGHBORHOOD IDENTIFICATION |
| N&D | NAIL AND DISK |
| NAVD88 | NORTH AMERICAN VERTICAL DATUM 1988 |
| NGVD29 | NATIONAL GEODETIC VERTICAL DATUM 1929 |
| NTI | NON-TANGENT INTERSECTION |
| NTL | NON-TANGENT LINE |
| NTS | NOT TO SCALE |
| OHE | OVERHEAD ELECTRIC/ UTILITY |
| OR/ORB | OFFICIAL RECORDS BOOK |
| PB | PLAT BOOK |
| PCC | POINT OF COMPOUND CURVATURE |
| PCP | PERMANENT CONTROL POINT |
| PG(S) | PAGE(S) |
| PK | PARKER-KALEN |
| POB | POINT OF BEGINNING |
| POC | POINT OF COMMENCEMENT |
| PP | POWER/UTILITY POLE |
| PRC | POINT OF REVERSE CURVATURE |
| PUD | PLANNED UNIT DEVELOPMENT |
| PVC | POLYVINYL CHLORIDE PIPE |
| R | RADIUS |
| R/W | RIGHT-OF-WAY |
| RCP | REINFORCED CONCRETE PIPE |
| RR | RAILROAD |
| ST | STREET |
| TYP | TYPICAL |

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| DESIGN/DRAWN: | LEH |

PROJECT TITLE
**HERITAGE CORNERS**

SHEET TITLE
**BOUNDARY SURVEY**

PROJECT NO.
11055.01

DRAWING NO.
1105501_100_002

SHEET
1 of 1

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The City of Palm Bay Florida

**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):**

28-36-21-00-500, 28-36-21-00-501, 28-36-21-00-255, 28-36-21-00-503, 28-36-21-00-504, 28-36-20-00-751, 28-36-20-00-750

**TAX ACCOUNT NUMBER(S):**

2862658, 2862659, 2862656, 2865506, 2865507, 2865970, 2865969

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

See attached.

**PROPERTY ADDRESS:**

North and South of Emerson Rd between the Parkway and MTWCD Canal C-59 and the West end of Emerson Rd. West of the Parkway.

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

+/- 13.96 AC (RM-20) + +/-47.83 AC (CC) = +/- 61.79 acres total

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

ALL ZONED AU

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

RM-20 and CC-Community Commercial

**STRUCTURES LOCATED ON THE PROPERTY:**

None

**PRESENT USE OF THE PROPERTY:**

Vacant/undeveloped - Agriculture

**INTENDED USE OF THE PROPERTY AND JUSTIFICATION FOR THE CHANGE:**

Parcel 28-36-21-00-500 / Tax Acct #2862658 - Multi-Family Residential; all other parcels to be commercial uses.
To provide additional housing options and supporting commercial development to the surrounding area.

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

- [x] *A $650.00 application fee. Make Check payable to "City of Palm Bay."
- [x] A Boundary Survey or Sketch with legal descriptions of properties covered by this application.
- [x] 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.)
- [x] 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.
- [x] 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.
- [x] **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** Ana Saunders, P.E. (or other authorized B.S.E. representative)

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

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

**Owner Signature** _____ **Date** 2/3/22

**Printed Name** Gary Smigiel, Ascot Palm Bay Holdings, LLC

**Full Address** PO Box 540669 Lake Worth, FL 33454-0669

**Telephone** 561-968-3605 ext 204 **Email** gsmfi@aol.com

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

February 3, 20 22

**Re: Letter of Authorization**

***As the property owner of the site legally described as:***

TAX ACCOUNT NUMBERS:
2862658, 2862659, 2862656, 2865506, 2865507, 2865970, 2865969

***I,*** Owner Name: Gary Smigiel, Ascot Palm Bay Holdings, LLC

Address: PO Box 540669 Lake Worth, FL 33454-0669

Telephone: 561-968-3605 ext 204

Email: gsmfi@aol.com

***hereby authorize:***

Representative: Ana Saunders, P.E. (or other authorized B.S.E. representative)

Address: 312 South Harbor City Blvd., Suite 4 Melbourne, FL 32901

Telephone: 321-725-3674

Email: asaunders@bseconsult.com

***to represent the request(s) for:***

Public Hearings, Land Use and Rezoning

(Property Owner Signature)

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 3rd day of February, 20 22 by Gary Smigiel, property owner.

MIRANDA MORALES SEUSS
Notary Public - State of Florida
Commission # HH 100577
My Comm. Expires May 30, 2025
Bonded through National Notary Assn.

Miranda Morales Seuss, Notary Public

[X] Personally Known or [ ] Produced the Following Type of Identification:

CITY OF PALM BAY, FLORIDA

PLANNING AND ZONING BOARD/
LOCAL PLANNING AGENCY
REGULAR MEETING 2022-03

Held on Wednesday, March 2, 2022, 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.

Ms. Leeta Jordan called the meeting to order at approximately 7:00 p.m.

Mr. Donald Boerema led the Pledge of Allegiance to the Flag.

**ROLL CALL:**

| | | |
|---|---|---|
| **CHAIRPERSON:** | Leeta Jordan | Present |
| **MEMBER:** | Philip Weinberg | Present |
| **MEMBER:** | Donald Boerema | Present |
| **MEMBER:** | Khalilah Maragh | Present |
| **MEMBER:** | Randall Olszewski | Present |
| **MEMBER:** | Rainer Warner | Present |
| **MEMBER:** | Vacant | |
| **NON-VOTING MEMBER:** | David Karaffa<br>(School Board Appointee) | Absent |

Ms. Vicki Northrup mistakenly was in attendance as a member of the board. No board actions taken during the meeting were impacted by Ms. Northrup's presence.

**CITY STAFF:** Present were Ms. Alexandra Bernard, Growth Management Director; Ms. Joan Junkala, Deputy City Manager; Ms. Stephanie Kelly, Planner; Ms. Ximena Escobar, Recording Secretary; Ms. Jennifer Cockcroft, Deputy City Attorney.

**ELECTION OF VICE CHAIRPERSON:**

Nominations were made for election of Vice Chairperson.

Motion by Mr. Warner to elect Ms. Khalilah Maragh.

8. ****CPZ-11-2022 - Heritage Corners - Gary Smigiel, Ascot Palm Bay Holdings, LLC (Ana Saunders, P.E., BSE Consultants, Inc., Rep.) - A Zoning amendment from AU, Agricultural (Brevard County) to a CC, Community Commercial District and an RM-20, Multiple-Family Residential District. Tax Parcels 500, 501, 255, 503, and 504 of Section 21 Township 28, Range 36, along with Tax Parcels 751 and 750 of Section 20, Township 28, Range 36, Brevard County, Florida, containing approximately 61.79 acres. Located north and south of Emerson Drive NW, in the vicinity east and west of St. Johns Heritage Parkway NW**

Ms. Bernard presented the staff report for Case CPZ-11-2022. Staff recommended Case CPZ-11-2022 for approval.

Ms. Ana Saunders, P.E., BSE Consultants, Inc. (representative for the applicant) stated that most of the discussion regarding the proposed zoning change had occurred under Case CP-11-2022.

The floor was opened for public comments.

Mr. Bill Battin (resident at Ocean Spray Street SW) was glad to see some agricultural land being changed to commercial land.

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

Mr. Weinberg commented that the types of uses under the CC district, such as restaurants, banks, professional offices, and convenience stores, would be welcomed within the subject area.

Motion to submit Case CPZ-11-2022 to City Council for approval.

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

**Aye:** Jordan, Weinberg, Boothroyd, Maragh, Olszewski, Warner.

# ORDINANCE 2022-46

**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 AU, AGRICULTURAL (BREVARD COUNTY) TO CC (COMMUNITY COMMERCIAL DISTRICT) AND RM-20 (MULTIPLE-FAMILY RESIDENTIAL DISTRICT); WHICH PROPERTY IS LOCATED NORTH AND SOUTH OF AND ADJACENT TO EMERSON DRIVE, IN THE VICINITY EAST AND WEST OF AND ADJACENT TO ST. JOHNS HERITAGE PARKWAY, 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 AU, Agricultural (Brevard County) to CC (Community Commercial District) and RM-20 (Multiple-Family Residential District), being legally described as follows:

Tax Parcels 255, 500, 501, 503, and 504, of the Public Records of Brevard County, Florida; Section 21, Township 28S, Range 36E;

**-AND-**

Tax Parcels 751 and 750, of the Public Records of Brevard County, Florida; Section 20, Township 28S, Range 36E;

Containing 61.79 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 of Ordinance 2022-45.

Read in title only at Meeting 2022- , held on , 2022; and read in title only and duly enacted at Meeting 2022- , held on , 2022.

_____
Rob Medina, MAYOR

ATTEST:

_____
Terese M. Jones, CITY CLERK

Reviewed by CAO: _____

Applicant: Gary Smigiel, Ascot Palm Bay Holdings, LLC
Case: CPZ-11-2022

cc: (date) Applicant
Case File

The City of Palm Bay Florida

# LEGISLATIVE MEMORANDUM

**DATE:** 4/7/2022

**RE:** Adoption of Minutes: Regular Council Meeting 2022-04; February 17, 2022.

**ATTACHMENTS:**

**Description**

Minutes - RCM 2022-04

# CITY OF PALM BAY, FLORIDA

# REGULAR COUNCIL MEETING 2022-04

Held on Thursday, the 17th day of February 2022, at the City Hall Council Chambers, 120 Malabar Road, SE, Palm Bay, Florida.

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

The meeting was called to order at the hour of 7:00 P.M.

Bishop Merton Clark, Truth Revealed International Ministries, gave the invocation which was followed by the Pledge of Allegiance to the Flag.

**ROLL CALL:**

| | | |
|---|---|---|
| **MAYOR:** | Rob Medina | Present |
| **DEPUTY MAYOR:** | Kenny Johnson | Present |
| **COUNCILMEMBER:** | Randy Foster | Present |
| **COUNCILMEMBER:** | Donny Felix | Present |
| **CITY MANAGER:** | Suzanne Sherman | Present |
| **CITY ATTORNEY:** | Patricia Smith | Present |
| **CITY CLERK:** | Terese Jones | Present |

**CITY STAFF:** Joan Junkala-Brown, Deputy City Manager; Nancy Bunt, Community and Economic Development Director; Frank Watanabe, City Engineer.

**ANNOUNCEMENTS:**

Deputy Mayor Johnson announced the following vacancy and terms expiring, and solicited applications for same:

**1. Two (2) vacancies on the Community Development Advisory Board (represents 'low-income' and 'essential services personnel' positions).++**

**2. One (1) vacancy on the Bayfront Community Redevelopment Agency (represents 'at-large' position).++**

**3. Three (3) vacancies on the Youth Advisory Board (represents 'adult member, 30 years and older ' positions).++**

**4. One (1) vacancy on the Sustainability Advisory Board (represents 'at-large' position).++**

**5. One (1) vacancy on the Disaster Relief Committee.++**

**6. Three (3) vacancies on the Youth Advisory Board (represents 'at-large student member' positions).++**

**7. Two (2) terms expiring on the Police and Firefighters' Pension, Board of Trustees (represents 'City resident' positions).+**

**AGENDA REVISION(S):**

1. The applicant for Item 7, under Public Hearings, requested Case CPZ-5-2022 be continued to the May 5, 2022, regular Council meeting.

Motion by Deputy Mayor Johnson, seconded by Mr. Felix, to continue Case CPZ-5-2022 (Ordinance 2022-25) to the May 5, 2022 regular Council meeting. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Johnson, Yea; Councilman Foster, Yea; Councilman Felix, Yea.

2. The applicant for Items 8 and 9, under Public Hearings, requested Cases CP-20-2021 and CPZ-20-2021 be continued to the March 3, 2022, regular Council meeting.

Motion by Deputy Mayor Johnson, seconded by Mr. Felix, to continue Cases CP-20-2021 and CPZ-20-2021 (Ordinances 2022-07 and 2022-08) to the March 3, 2022, regular Council meeting. Staff advised that the case had been tabled once before and the applicant was unable to attend tonight's meeting.

Deputy Mayor Johnson said this was the last time he would agree to a continuance. Mr. Foster did not want to continue the cases but wanted to afford due process to the applicant. Council questioned how to move forward without the applicant. Ms. Smith advised that the applicant had the burden of proof. It would be difficult for the applicant to meet that burden, especially under the quasi-judicial proceeding, as Council would only have the application and any documentation that was already in the record to consider. She cautioned Council on concluding the hearings without having the applicant make a presentation and suggested that if Council wanted to move forward with the hearings, it could begin tonight, but should be continued to the next meeting for the applicant to make their presentation and conclude the hearing process.

Mr. Felix felt Council should move forward with the continuance. He felt the applicant should be given the opportunity to present their case.

Deputy Mayor Johnson withdrew his motion.

Motion by Mr. Foster, seconded by Mr. Felix, to continue Cases CP-20-2021 and CPZ-20-2021 (Ordinances 2022-07 and 2022-08) to the March 3, 2022, regular Council meeting.

Motion failed with members voting as follows:

| | |
|---|---|
| Mayor Medina | Nay |
| Deputy Mayor Johnson | Nay |
| Councilman Foster | Yea |
| Councilman Felix | Yea |

3. Ms. Sherman announced that executed contracts for the right-of-way acquisition with Cypress Bay Farms and Waterstone Holdings were provided for Item 10, under Consent. In addition, there was a correction to the account number under the Fiscal Impact; the funds should have been appropriated to Account 199-7050-541-6101, Project 21PW06.

**PROCLAMATIONS AND RECOGNITIONS:**

The proclamation was read, and individuals were recognized.

**1. Proclamation: Black History Month - February 2022; honoring Augusta Williams Jr., Writer and Poet. (Deputy Mayor Johnson)**

**2. Recognition: One (1) year of service as a City board member on the Citizens' Budget Advisory Board - Alberta Clinkscales; Peter Filiberto.**

**3. Recognition: One (1) year of service as a City board member on the Disaster Relief Committee - Keith Miller.**

**4. Recognition: One (1) year of service as a City board member on the Infrastructure Advisory and Oversight Board - Paul Edwards; Terry Muller; Ann-Marie Fraser.**

**5. Recognition: One (1) year of service as a City board member on the Sustainability Advisory Board - Susan Connolly; Phillip Snyder.**

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

Individuals made general comments.

1. Robert Stise, resident, commented on the dangerous curve on Bayside Lakes Boulevard at the intersection of the Summerfield Subdivision. He said there had been accident-related deaths, as well as numerous vehicles hitting the light poles.

**PUBLIC HEARING(S):**

**1. Ordinance 2022-17, rezoning property located east of and adjacent to Dixie Highway, and west of and adjacent to Ridge Road, from HC (Highway Commercial District) to BMUV (Bayfront Mixed Use Village District) (0.34 acres) (Case Z-54-2021, Alfred and Murine Agarie), final reading. (Quasi-Judicial Proceeding)**

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

Motion by Deputy Mayor Johnson, seconded by Mr. Felix, to adopt Ordinance 2022-17. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Johnson, Yea; Councilman Foster, Yea; Councilman Felix, Yea.

**2. Ordinance 2022-18, amending the Code of Ordinances, Chapter 185, Zoning Code, Subchapter 'District Regulations', by including Contractors' Offices as a permitted use in HC (Highway Commercial District) zoning (Case T-2-2022, Cody Lafferty), final reading.**

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

Motion by Deputy Mayor Johnson, seconded by Mr. Felix, to adopt Ordinance 2022-18. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Johnson, Yea; Councilman Foster, Yea; Councilman Felix, Yea.

**3. Ordinance 2022-19, amending the Code of Ordinances, Chapter 185, Zoning Code, Subchapter 'District Regulations', by including canine training and similar uses as a permitted use in NC (Neighborhood Commercial District) zoning (Case T-3-2022, Kimberly Mayes), final reading.**

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

Motion by Deputy Mayor Johnson, seconded by Mr. Felix, to adopt Ordinance 2022-19. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Johnson, Yea; Councilman Foster, Yea; Councilman Felix, Yea.

**4. Ordinance 2022-01, providing for the annexation of certain real property located south of and adjacent to Malabar Road, and east of and adjacent to Melbourne-Tillman Water Control District Canal 7, into the City (27.91 acres) (Case A-2-2022, The William F Slentz Trust / Bart and Amy Ferguson), final reading.**

The City Attorney read the ordinance in caption only. The public hearing was opened. Attorney Jack Kirschenbaum, of GrayRobinson, P.A. and representative for the applicant, presented the request to Council.

Bill Battin, resident, asked if the applicant would be donating any of their land towards the Malabar Road widening project and hoped that the widening would extend east past the intersection of the St. Johns Heritage Parkway (Parkway). Ms. Sherman said that as new developments came into the city, it was required that they hold their right-of-way for future roadway widenings. She added that the study funded through the Space Coast Transportation Planning Organization (TPO) program had the preliminary design to widen from the Parkway to Minton Road. She said staff would be proposing to the TPO to extend the widening to the west end of Malabar Road.

Mr. Foster agreed that the widening should extend to at least the high school.

The public hearing was closed.

Motion by Deputy Mayor Johnson, seconded by Mr. Foster, to adopt Ordinance 2022-01. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Johnson, Yea; Councilman Foster, Yea; Councilman Felix, Yea.

**5. Ordinance 2022-21, rezoning property located south of and adjacent to Malabar Road, and east of and adjacent to Melbourne-Tillman Water Control District Canal 7, from AU, Agricultural Residential (Brevard County) to RM-10 (Single-, Two-, Multiple-Family District) (27.91 acres) (Case CPZ-2-2022, The William F Slentz Trust / Bart and Amy Ferguson), final reading. (Quasi-Judicial Proceeding)**

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

Motion by Deputy Mayor Johnson, seconded by Mr. Foster, to adopt Ordinance 2022-21. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Johnson, Yea; Councilman Foster, Yea; Councilman Felix, Yea.

**6. Ordinance 2022-23, rezoning property located at the southwest corner of Pospisil Avenue and Dixie Highway, from BMUV (Bayfront Mixed Use Village**

**District) to BMU (Bayfront Mixed Use District) (7.56 acres) (Case CPZ-4-2022, Space Coast Marina LLC), final reading. (Quasi-Judicial Proceeding)**

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

Motion by Deputy Mayor Johnson, seconded by Mr. Foster, to adopt Ordinance 2022-23. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Johnson, Yea; Councilman Foster, Yea; Councilman Felix, Yea.

**7. Ordinance 2022-25, rezoning property located south of and adjacent to Orange Blossom Trail, in the vicinity west of Dixie Highway, from BMUV (Bayfront Mixed Use Village District) to BMU (Bayfront Mixed Use District) (5.05 acres) (Case CPZ-5-2022, Marvin and Donatina Miller / Steve and Marisela Berman), final reading. (Quasi-Judicial Proceeding)**

This item, addressed under Agenda Revisions, was continued to the May 5, 2022, regular Council meeting.

**8. Ordinance 2022-07, amending the City's Comprehensive Plan Future Land Use Map to change the designated use of property located east of and adjacent to Krassner Drive, in the vicinity north of Hayworth Circle, from Commercial Use to Multiple Family Residential Use (6.52 acres) (Case CP-20-2021, Bibi and Gurudeo Chand), only one reading required. (CONTINUED FROM 01/06/22 RCM)**

The Planning and Zoning Board denied the request. Staff recommended approval of the request, subject to the following condition: the maximum density shall be capped at fifteen (15) units per acre.

The City Attorney read the ordinance in caption only. The public hearing was opened. The applicant was not present.

Numerous individuals spoke against the request stating the amendment was not compatible with the surrounding area and had too much density.

The public hearing was closed.

Motion by Deputy Mayor Johnson, seconded by Mayor Medina, to deny Ordinance 2022-07. Deputy Mayor Johnson did not feel multiple family use was conducive for the area. Mayor Medina said he did not support the request due to safety and traffic issues.

Mr. Felix said density was a concern, but not traffic. He said a commercial business or retail business would generate a lot more traffic than residential. He felt RM-10 (Single-, Two-, Multiple-Family Residential District) would be a better fit which would reduce the density; however, he supported the denial just because of the density.

Mr. Foster said that anything other than developing single family homes similar to the existing homes would not add to the neighborhood and he did not support the request.

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

**9. Ordinance 2022-08, rezoning property located east of and adjacent to Krassner Drive, in the vicinity north of Hayworth Circle, from NC (Neighborhood Commercial District) to RM-15 (Single-, Two-, and Multiple-Family Residential District) (6.52 acres) (Case CPZ-20-2021, Bibi and Gurudeo Chand), first reading. (Quasi-Judicial Proceeding) (CONTINUED FROM 01/06/22 RCM)**

Due to the denial of Ordinance 2022-07, this item was rendered moot.

**10. Ordinance 2022-14, establishing the 'Cypress Bay West Community Development District' (Forestar (USA) Real Estate Group, Inc.), first reading.**

The City Attorney read the ordinance in caption only. The public hearing was opened. Attorney Jere Earlywine, KE Law Group and representative for the applicant, presented the request to Council.

Bill Battin, resident, asked if the establishment of the Community Development District (CDD) would eliminate the applicant's responsibility to their share of Transportation Impact Fees (TIF) for the Parkway, and if staff saw any negatives to having a CDD in that area.

Ms. Smith said that a positive for CDDs was that it provided a means for them to rasie money for the infrastructure. If there were any issues with the project, it would typically be addressed in the Development Agreement which was a protection for the city.

The public hearing was closed.

Motion by Deputy Mayor Johnson, seconded by Mr. Foster, to approve Ordinance 2022-14. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Johnson, Yea; Councilman Foster, Yea; Councilman Felix, Yea.

**11. Ordinance 2022-27, amending the City's Comprehensive Plan Future Land Use Map to change the designated use of property located east of and adjacent to Martin Road, and west of and adjacent to Thor Avenue, from Multiple-Family Residential Use to Commercial Use (1.02 acres) (Case CP-3-2022, M. David Moallem/Emiland Corporation), only one reading required.**

The Planning and Zoning Board recommended approval of the request.

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

Mr. Foster asked the type of commercial use at the property. Mr. Moallem said it was proposed to be a parking area with other improvements, such as parking for trucks and boats.

Individuals spoke in favor of the request.

The public hearing was closed.

Motion by Deputy Mayor Johnson, seconded by Mayor Medina, to adopt Ordinance 2022-27. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Johnson, Yea; Councilman Foster, Yea; Councilman Felix, Yea.

**12. Ordinance 2022-28, rezoning property located east of and adjacent to Martin Road, and west of and adjacent to Thor Avenue, from RM-20 (Multiple-Family Residential District) to GC (General Commercial District) (1.02 acres) (Case CPZ-3-2022, M. David Moallem/Emiland Corporation), first reading. (Quasi-Judicial Proceeding)**

The Planning and Zoning Board recommended approval of the request.

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

Motion by Deputy Mayor Johnson, seconded by Mayor Medina, to approve Ordinance 2022-28. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Johnson, Yea; Councilman Foster, Yea; Councilman Felix, Yea.

**13. Ordinance 2022-29, granting approval of a Final Development Plan for a PUD (Planned Unit Development) zoning residential subdivision to be known as 'Richmond Cove PUD' on property located west of and adjacent to Gaynor Drive,**

**in the vicinity north of Ocean Spray Street (29.15 acres) (Case FD-4-2022, RKF Residential Development Properties, LLC), first reading. (Quasi-Judicial Proceeding)**

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

The City Attorney read the ordinance in caption only. The public hearing was opened. Bruce Moia, MBV Engineering and representative for the applicant, presented the request to Council.

Bill Battin, resident, stated that all of the surrounding properties were zoned RR (Rural Residential District). He said the property to the north of the subject site had rezoned to PUD but since their contract fell through, it should automatically go back to its original zoning of RR. He questioned how utility services would get to the development when the city did not own any right-of-way at the intersection of Falls Church Street and Gaynor Drive.

Mr. Moia responded to Mr. Battin's comments and said that utility services would be provided to the development.

The public hearing was closed.

Mayor Medina said there were properties in the area that had livestock and agriculture and he wanted to keep the RR zoning.

Motion by Deputy Mayor Johnson, seconded by Mr. Foster, to approve Ordinance 2022-29. Motion carried with members voting as follows:

| | |
|---|---|
| Mayor Medina | Nay |
| Deputy Mayor Johnson | Yea |
| Councilman Foster | Yea |
| Councilman Felix | Yea |

**14. Consideration of a CARES Act Substantial Amendment to the Fiscal Year 2019-2020 Annual Action Plan and Recommendations of Programs and Activities to be funded by CDBG-CV3.**

The public hearing was opened. Mrs. Bunt presented the request to Council.

Mr. Felix asked if the entities receiving the donations served the residents of Palm Bay. Mrs. Bunt responded that in order to receive funding through the CDBG-CV, the organizations had to serve Palm Bay residents and it also had to be tied to the Coronavirus. Council asked further questions of staff and some of the agencies to receive funding.

The public hearing was closed.

Motion by Deputy Mayor Johnson, seconded by Mr. Felix, to approve the CARES Act Substantial Amendment to the Fiscal Year 2019-2020 Annual Action Plan, and recommendations of programs and activities to be funded by CDBG-CVD. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Johnson, Yea; Councilman Foster, Yea; Councilman Felix, Yea.

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

**15. Consideration of the Fiscal Year 2022-2023 Annual Action Plan and Recommendations of Programs and Activities to be funded by CDBG, first hearing.**

The public hearing was opened. Ms. Bunt presented the request to Council.

Representatives from some of the organizations that received funding thanked Council for its support.

The public hearing was closed.

Motion by Deputy Mayor Johnson, seconded by Mayor Medina, to approve recommendations on Fiscal Year 2022-2023 CDBG program funding; and provide notice to solicit public comment and notice of final public hearing scheduled for May 19, 2022. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Johnson, Yea; Councilman Foster, Yea; Councilman Felix, Yea.

**CONSENT AGENDA:**

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

Motion by Deputy Mayor Johnson, seconded by Mr. Foster, that the Consent Agenda be approved as presented with the removal of Items 8, 9, 10 and 11, from consent. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Johnson, Yea; Councilman Foster, Yea; Councilman Felix, Yea.

**1. Award of Proposal: Special Magistrate for Code Compliance - RFP 13-0-2022 - Growth Management Department (Julie Harrison, J.D. - $19,200 annually).**

Staff Recommendation: Approve appropriation of funds from General Fund Contingency account 001-9010-519-5601 to General Fund Professional Services/Special Magistrate 001-3330-529.31-03 on the next scheduled budget amendment; and approve award for Special Magistrate Services for Code Compliance to Julie Harrison, J.D., and allow the City Attorney to negotiate the subsequent agreement. Council approval is requested to establish a two-year term contract, renewable by the Procurement Department for three (3) additional one-year terms.

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

**2. Miscellaneous: Cleaning, dewatering and hauling services, North Regional Wastewater Treatment Plant (emergency purchase) - Utilities Department (Synagro South LLC - $118,240).**

Staff Recommendation: Approve appropriation of funds on the next scheduled budget amendment amount $118,240; and approve the emergency procurement from Synagro South LLC (Baltimore, Maryland), in the amount of $118,240.

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

**3. Ordinance 2022-30, amending the Code of Ordinances, Chapter 93, Real Property Nuisances, Subchapter 'Unsightly and Unsanitary Conditions', by modifying provisions contained therein, first reading.**

The City Attorney read the ordinance in caption only.

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

**4. Ordinance 2022-31, amending the Code of Ordinances, Chapter 93, Real Property Nuisances, Subchapter 'Chronic Nuisances', by repealing the subchapter in its entirety, first reading.**

The City Attorney read the ordinance in caption only.

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

**5. Ordinance 2022-32, amending the Code of Ordinances, Chapter 93, Real Property Nuisances, by creating a subchapter to be known as 'Chronic Nuisances', first reading.**

The City Attorney read the ordinance in caption only.

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

**6. Consideration of a purchase offer for City-owned surplus real estate located at 146 Holiday Park Boulevard NE from buyers Scott and Evelyn Goff ($17,790).**

Staff Recommendation: Authorize the City Manager to execute the purchase contract for City-owned surplus real estate located at 146 Holiday Park Boulevard NE with buyers Scott and Evelyn Goff and bring forth a resolution at a future Council meeting.

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

**7. Consideration of an amendment to the agreement with the Florida Department of Emergency Management for the Hazard Mitigation Grant Program for a new roof and hurricane shutters at Police Headquarters.**

Staff Recommendation: Approve HMGP Project 4337-141-R (Contract H0225) grant modification and authorize the City Manager to execute this agreement.

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

**8. Consideration of the Byrne Memorial Justice Assistance Grant (JAG) award for the purchase of rifles and associated hardware for the Police Department.**

Staff Recommendation: Approve the Byrne Memorial Justice Assistance Grant (JAG) award and authorize the City Manager to execute the grant agreement.

Bill Battin, resident, asked if any of the rifles would be available under the government surplus. Ms. Sherman responded in the negative.

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

**9. Consideration of utilizing Traffic Impact Fee funds for the design phase of the Malabar Road widening project ($7,000,000); authorization to submit to the Space Coast Transportation Planning Organization's Call for Projects.**

Staff Recommendation: Approve the allocation of $7 million from the Traffic Impact Fee (TIF) to fund the design phase of the Malabar Road widening from Minton Road west toward the St. Johns Heritage Parkway, and to authorize the City to submit to the FY 2022 TPO call for project for the design of the Malabar Road widening.

Bill Battin, resident, asked if the paving could be extended to the end of Malabar Road. Ms. Sherman said the request would be modified with the TPO to go beyond the intersection of Malabar Road and the Parkway.

Mr. Watanabe advised that the current study was already set in stone. It would be difficult to approach Florida Department of Transportation (FDOT) with changes as the Project Development and Environment (PD&E) study was ninety percent (90%) complete. He said the consultant suggested that the modification be done through a separate study and then combine it all as part of the design.

Motion by Deputy Mayor Johnson, seconded by Mr. Felix, to approve the allocation of $7 million from the TIF to fund the design phase of the Malabar Road widening from Minton Road west toward the St. Johns Heritage Parkway, and to authorize the City to submit to the FY 2022 TPO call for project for the design of the Malabar Road widening, to include additional ideas and funding for widening west of the Parkway. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Johnson, Yea; Councilman Foster, Yea; Councilman Felix, Yea.

**10. Consideration of utilizing Transportation Impact Fee funds for the acquisition of right-of-way from Cypress Bay Farms, LLC, for the widening of Babcock Street at the intersection of the St. Johns Heritage Parkway per the Interlocal Agreement between the City of Palm Bay and Brevard County ($568,000).**

Staff Recommendation: Authorize the allocation of $568,000 in Transportation Impact Fee funds from Nexus/zip code 32909 for the acquisition of necessary right-of-way along Babcock Street.

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

**11. Consideration of allocating available General Fund contingency dollars for review of Community Asphalt's contract for the design/build of the St. Johns Heritage Parkway ($60,000).**

Staff Recommendation: Authorize the allocation of available General Fund contingency dollars in the amount of $60,000 to the City Attorney's Office budget.

Nathan White, resident, asked if this issue would have been covered in the forensic audit that was previously denied by Council.

Mr. Foster said he did not agree with spending $60,000 and felt the developers should pay the monies, but the city had to move forward and correct an error.

Ms. Smith said that part of the dispute between the city and Community Asphalt was related to a cost-plus fee arrangement, and if there was a savings, the savings would go back to the city. There were certain delays that the city believed were entirely the fault of Community Asphalt and, therefore, the city would be entitled to liquidated damages. There was a provision in the contract that allowed for the city to audit the books of Community Asphalt to determine what had been paid and any potential savings.

Ms. Sherman responded to Mr. White’s comment regarding the forensic audit. She said this would not have been included in that audit as it was a closeout to a construction project. It was more of a disagreement with the contractor over what should or should not have been paid.

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

**12. Consideration of allocating available General Fund contingency dollars for the purchase of an air compressor for the Public Works Department ($17,500).**

Staff Recommendation: Authorize the allocation of available General Fund contingency dollars in the amount of $17,500 to procure a new air compressor for Fleet.

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

**13. Consideration of allocating available General Fund contingency dollars for the purchase of a Diesel Laptop Diagnostic Kit for the Public Works Department ($12,854).**

Staff Recommendation: Authorize the allocation of available General Fund contingency dollars in the amount of $12,854 to procure a Diesel Laptop Diagnostic Kit.

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

**14. Acknowledgement of the City's quarterly Budget Monitoring Report for Fiscal Year 2022 (Unaudited).**

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

**15. Acknowledgement of the City's monthly financial report for September 2021 (Unaudited).**

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

**16. Acknowledgement of the City’s monthly financial report for October 2021 (Unaudited).**

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

**17. Acknowledgement of the City’s monthly financial report for November 2021 (Unaudited).**

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

**18. Acknowledgement of the City's monthly financial report for December 2021 (Unaudited).**

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

**19. Consideration of travel and training for specified City employees (Building Department).**

Staff Recommendation: Approve the travel and training as specified.

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

**20. Consideration of travel and training for specified City employees (Police Department).**

Staff Recommendation: Approve the travel and training as specified.

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

**21. Consideration of travel and training for specified City employees (Utilities Department)**

Staff Recommendation: Approve the travel and training as specified.

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

**UNFINISHED AND OLD BUSINESS:**

**1. Appointment of two (2) at-large members to the Planning and Zoning Board.**

The individuals were rated by the City Council due to the number of applications exceeding the number of vacant positions. Number 1 represented the first choice of each councilmember and so on. The individual(s) receiving the lowest number(s) to the position(s) were considered for appointment to the board.

Motion by Deputy Mayor Johnson, seconded by Mr. Felix, to appoint Randall Olszewski and Kay Maragh to the 'at-large' positions on the Planning and Zoning Board. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Johnson, Yea; Councilman Foster, Yea; Councilman Felix, Yea.

**2. Appointment of one (1) at-large member to the Sustainability Advisory Board.**

Motion by Deputy Mayor Johnson, seconded by Mr. Felix, to re-appoint Rebecca Ziegler to the 'at-large' position on the Sustainability Advisory Board. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Johnson, Yea; Councilman Foster, Yea; Councilman Felix, Yea.

**3. Appointment of one (1) student member to the Youth Advisory Board.**

Motion by Deputy Mayor Johnson, seconded by Mr. Felix, to re-appoint Denise Amador to the 'student member' position on the Youth Advisory Board. Motion carried with

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

**4. Appointment of one (1) at-large member to the Charter Review Commission.**

The individuals were rated by the City Council due to the number of applications exceeding the number of vacant positions. Number 1 represented the first choice of each councilmember and so on. The individual(s) receiving the lowest number(s) to the position(s) were considered for appointment to the board.

Motion by Deputy Mayor Johnson, seconded by Mr. Felix, to appoint Randall Olszewski to the 'at-large' position on the Charter Review Commission. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Johnson, Yea; Councilman Foster, Yea; Councilman Felix, Yea.

**NEW BUSINESS:**

**1. Consideration of councilmembers attending the Florida League of Cities Leadership Academy 1 from March 11-12, 2022, in Kissimmee.**

All members of Council would attend the conference.

**COMMITTEE AND COUNCIL REPORTS:**

Councilmembers addressed various subject matters and provided updates on activities of agencies and boards on which they served as members.

1. Mr. Felix reappointed Leeta Jordan to the Planning and Zoning Board and Zachary Jean to the Youth Advisory Board. He suggested that the term limits of the Youth Advisory Board members be changed from one year to two (2) years. Council concurred.

2. Mr. Foster asked that residents get involved and serve on advisory boards.

3. Deputy Mayor Johnson made the following reports:

a. Reappointed Phil Weinberg to the Planning and Zoning Board.

b. Suggested that the Charter Review Commission (CRC) discuss the position of Inspector General as an additional Charter Officer. It would provide an added layer of transparency. Council concurred. Mr. Foster felt a workshop was needed prior to going to the CRC and added that the individual should have some investigative experience. He did not think the CRC was the right venue to figure out the details.

4. Mayor Medina made the following reports:

a. Reappointed Rainer Warner to the Planning and Zoning Board.

b. Requested a proclamation at the March 3rd meeting to honor retired firefighters for the design of the mural and patches at former Fire Station No. 1 on Palm Bay Road. Council concurred.

**ADMINISTRATIVE AND LEGAL REPORTS:**

1. Ms. Sherman requested authorization to send letters on behalf of Council as needed to address federal priorities. Council concurred.

**PUBLIC COMMENTS/RESPONSES:**

Individuals made general comments.

**ADJOURNMENT:**

There being no further business, the meeting adjourned at the hour of 10:45 P.M.

_____
Rob Medina, MAYOR

ATTEST:

_____
Terese M. Jones, CITY CLERK

The City of Palm Bay Florida

# LEGISLATIVE MEMORANDUM

**DATE:** 4/7/2022

**RE:** Adoption of Minutes: Special Council Meeting 2022-07; March 17, 2022.

**ATTACHMENTS:**

**Description**

Minutes - SCM 2022-07

# CITY OF PALM BAY, FLORIDA

## SPECIAL COUNCIL MEETING 2022-07

Held on Thursday, the 17th day of March 2022, at the City Hall Council Chambers, 120 Malabar Road, SE, Palm Bay, Florida.

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

The meeting was called to order at the hour of 6:30 P.M.

**ROLL CALL:**

| | | |
|---|---|---|
| **MAYOR:** | Rob Medina | Present |
| **DEPUTY MAYOR:** | Kenny Johnson | Present |
| **COUNCILMEMBER:** | Randy Foster | Present |
| **COUNCILMEMBER:** | Donny Felix | Present |
| **CITY MANAGER:** | Suzanne Sherman | Present |
| **CITY ATTORNEY:** | Patricia Smith | Present |
| **CITY CLERK:** | Terese Jones | Present |

**BUSINESS:**

**1. Certification of the results of the Special Municipal Election held on March 8, 2022.**

The City Clerk read the names of the candidates and the votes received for each. The results were as follows:

**CITY COUNCIL SEAT 5**

| | |
|---|---|
| Alfy Ramsay Agarie | 923 votes |
| Jimmy Backus | 548 votes |
| Peter J. Filiberto | 6,408 votes |
| Phil Moore | 4,646 votes |

Motion by Deputy Mayor Johnson, seconded by Mr. Felix, to certify the results of the special municipal election held on March 8, 2022. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Johnson, Yea; Councilman Foster, Yea; Councilman Felix, Yea.

**2. Attorney Alexa Moia to administer the Oath of Office to the official for City Council Seat 5.**

Attorney Moia administered the oath of office for City Council Seat 5 to Peter Filiberto and presented him with a Certificate of Election.

Councilman Filiberto gave his incoming speech.

**ADJOURNMENT:**

There being no further business, the meeting adjourned at the hour of 6:44 P.M.

_____
Rob Medina, MAYOR

ATTEST:

_____
Terese M. Jones, CITY CLERK

The City of Palm Bay Florida

# LEGISLATIVE MEMORANDUM

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

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

**THRU:** **Juliet Misconi, Chief Procurement Officer**

**DATE:** **4/7/2022**

**RE:** **Award of Bid: Turkey Creek channel marker replacements – IFB 25-0-2022 – Public Works Department (Underwater Engineering Services - $99,360).**

On March 18, 2021, City Council approved and authorized the City to apply for a Florida Inland Navigation District (FIND) grant to remove and replace channel markers in the Turkey Creek Tributary, resolution 2021-14, that were put in place in 2005. The project consists of removing 19 existing channel marker posts and signs, and installing 22 new channel marker signs including all associated hardware. This grant covers 75% of the project and requires a 25% City match. The grant funding totals up to $100,000, with the FIND award of up to $75,000 and the City match of $25,000, which is included in the FY 23 budget.

Three (3) bids were received and one (1) statement of No Bid. The Procurement Department staff reviewed the bids for responsiveness and deemed one bid non-responsive due to altering the bid form. The Procurement Manual defines responsiveness as conforming to the requirements of the solicitation document concerning pricing, surety, insurance, specifications of the goods or services requested, and any other matter unequivocally stated in the solicitation as a determinant of responsiveness. The Public Works Department evaluated the bids for responsibility and ability to perform the scope of services specified. The Department found the low bid to be acceptable.

Staff recommends Underwater Engineering Services of Fort Pierce, Florida for award of IFB # 25-0-2022/SB, Turkey Creek Channel Marker Replacements.

**REQUESTING DEPARTMENT:**
Public Works, Procurement

**FISCAL IMPACT:**
Total project award will be $99,360.00. Funds are available in Community Investment Fund account 301-7090-539-6301, project 22PW02.

**RECOMMENDATION:**
Motion to approve award of IFB #25-0-2022/SB, Turkey Creek Channel Marker Replacements to Underwater

Engineering Services located in Fort Pierce, Florida.

**ATTACHMENTS:**

**Description**

**Tabulation**

| | IFB #25-0-2022/SB - Turkey Creek Channel Marker Replacements | | | Underwater Engineering Services | | Rush Marine LLC | | Cscape Construction, Inc. | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | 3306 Enterprise Road | | 6285 Riverfront Center Blvd | | 1108 44th Avenue NE | |
| | | | | Fort Pierce FL 34982 | | Titusville FL 32789 | | St. Petersburg FL 33703 | |
| | | | | 772-337-3116 | | 321-267-8100 | | 727-553-9411 | |
| | | | | aconnelly@uesi.com | | tlandry@rushinc.com | | libbi@cscapeconstruction.com | |
| ITEM | ITEM DESCRIPTION | Est. Annual Qty | UOM | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price |
| 1 | Mobilization | 1 | LS | $ 3,900.00 | $ 3,900.00 | $ 47,748.00 | $ 47,748.00 | ***Non-Responsive*** | |
| 2 | F&I - 4 Feet Red Double Triangle Aluminum Day Channel Markers with Hardware | 11 | EA | $ 1,773.00 | $ 19,503.00 | $ 1,448.64 | $ 15,935.04 | | |
| 3 | F&I - 3 Feet Green Double Square Aluminum Day Channel Markers with Hardware | 11 | EA | $ 1,773.00 | $ 19,503.00 | $ 1,387.82 | $ 15,266.02 | | |
| 4 | F&I - 12 inch Southern Yellow Pine C.C.A. 2.5 Pressure Treated Pile Post | 526 | LF | $ 49.50 | $ 26,037.00 | $ 61.64 | $ 32,422.64 | | |
| 5 | F&I - Self-Contained LED Lantern Camanah Model 701 or equivalent | 1 | EA | $ 970.00 | $ 970.00 | $ 1,089.00 | $ 1,089.00 | | |
| 6 | F&I - Grant FIND Agreement Sign / Post / Hardware per Grant Requirements | 1 | EA | $ 1,738.00 | $ 1,738.00 | $ 3,061.00 | $ 3,061.00 | | |
| 7 | F&I - Informational Sign - aluminum "Turkey Creek, Controlling Depth 4 ft Local Knowledge Required" | 1 | EA | $ 1,738.00 | $ 1,738.00 | $ 2,624.00 | $ 2,624.00 | | |
| 8 | F&I - 12" Pile Caps and White Reflective Tape for all Channel Pile Posts | 22 | EA | $ 208.00 | $ 4,576.00 | $ 243.27 | $ 5,351.94 | | |
| 9 | Type 304 3/4" Stainless Steel Bolts, Nuts, Flat Washer, Lock Washers, 2"x4" PT Crossman to Extend the Width of the Sign, PT 4"x4" Spacer, to secure all double signs | 1 | LS | $ 2,250.00 | $ 2,250.00 | $ 8,552.00 | $ 8,552.00 | | |
| 10 | Remove Old Channel Marker Pile Posts and Signs | 19 | EA | $ 865.00 | $ 16,435.00 | $ 313.42 | $ 5,954.98 | | |
| 11 | Final Clean Up and Restoration | 1 | EA | $ 2,710.00 | $ 2,710.00 | $ 5,070.00 | $ 5,070.00 | | |
| | **TOTAL BID** | | | **$99,360.00** | | **$143,074.62** | | | |
| Statement of No Bid: Wilco Construction, Ft. Pierce, Florida | | | | | | | | | |

The City of Palm Bay Florida

# LEGISLATIVE MEMORANDUM

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

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

**DATE:** **4/7/2022**

**RE:** **Contract: Amend to the consultant engineering services agreement (RFQ 23-0-2019), Malabar westerly extension study – Public Works Department (Kittelson & Associates - $107,625).**

On July 2, 2019, the City Council awarded the Engineering Services for Malabar Road from St. Johns Heritage Parkway (SJHP) to Minton Road PD&E study from Request for Qualifications (RFQ) 23-0-2019 to Kittelson & Associates for $1,354,666.35. The subsequent Master Agreement was executed on November 13, 2019. An amendment for an additional $11,696.98 was approved on October 14, 2021, to explore an alternative pond site in the drainage basin, which increased the contract to $1,366,363.33. The project is funded through Local Agency Program (LAP) agreement with the Florida Department of Transportation (FDOT) which was approved by Council on August 13, 2019, with a supplemental LAP agreement on October 17, 2019. The project is approximately 90% complete pending a final public meeting to be scheduled some time in May 2022. At the February 17, 2022, Council Meeting, Council provided direction to staff to expand the study to the west to include Heritage High School for the future four lane widening.

Kittelson has submitted a proposal for this work, dated February 24, 2022, in accordance with the Master Agreement in the amount of $107,624.72. This amendment will study the western segment of Malabar Road from SJHP to the second driveway at Heritage High School, approximately 2,500 feet from SJHP. It will also include additional studies necessary for the design phase. This amendment will increase the total amount of the agreement to $1,473,988.05.

The City's Procurement Ordinance governs the Council approval process for contract amendments. The Chief Procurement Officer can approve amendments up to a cumulative total of 10%, or individual amendments not to exceed $100,000, whichever is lower; any amendment more than $100,000 or any amendments which cumulatively exceed 10% will be brought before Council for approval.

Staff has reviewed the scope of work and the rates in accordance with the Master Agreement and requests Council approval to proceed with the proposal dated February 24, 2022, in the amount of $107,624.72.

**REQUESTING DEPARTMENT:**
Public Works, Procurement

**FISCAL IMPACT:**

The total amount for the amendment is $107,624.72. Funds are available in the TIF Fund Undesignated Fund Balance for zip codes 32907 and 32908. Funding will be appropriated in the amount of $53,812.36 each from 197-0000-392-1001 to 197-7050-541-6303/20PW01 and 198-0000-392-1001 to 198-7050-541-6303/20PW01.

**RECOMMENDATION:**

Motion to authorize the City Manager to execute the Kittelson & Associates Amendment dated February 24, 2022 for the Malabar Westerly Extension Study.

**ATTACHMENTS:**

**Description**

**Malabar Road PD&E Study - Heritage High School to SJHP Extra Work_Final 2022_02_24**

KITTELSON & ASSOCIATES

Project Name: 437210-1-28-01 Malabar Road PD&E Study

Description: Heritage High School to St. Johns Heritage Parkway 4-Lane Widening

Date: February 24, 2022

**Scope of Services**

Kittelson and Associates, Inc. is conducting the Malabar Road PD&E Study for the City of Palm Bay thru RFQ #23-0-2019 executed on November 13, 2019. The City would like to assess potential impacts of widening Malabar Road from two lanes to four lanes from Heritage High School to the St. Johns Heritage Parkway (approximately 2,500'). The following bullets outline the scope elements related to this assessment:

- Roadway
  - Prepare concept plan sheets.
  - Modify the proposed roundabout in the PD&E study to accommodate four lanes on the western approach.
  - Prepare right-of-way take area estimates and coordinate with the City on right-of-way cost estimates. The City will provide right-of-way cost estimates.
  - Prepare construction cost estimates.
- Drainage
  - Evaluate FEMA floodplain information. FEMA floodplains extend west of the current terminus and abut both sides of the roadway.
  - Determine offsite runoff contribution. The western extension traverses two basins (C-6 and C-7).
  - Assess floodplain impacts and compensation. Two floodplain encroachments occur (north and south side of the roadway).
  - Conduct/attend appropriate meetings with the City, SJRWMD, and MTWCD to discuss drainage alternatives for the extension.
  - Evaluate stormwater management alternatives for two basins (C-6 and C-7).
  - Prepare drainage technical writeups to discuss stormwater management alternatives and floodplain impacts/compensation approach. Writeup will be provided to Kittelson for the Technical Memorandum
  - Perform preliminary hydraulic routing for the recommended stormwater management site using the MTWCD watershed model.
- Utilities
  - Contact utility agency/owners (UAOs) and gather information on existing utilities based on new project limits.
  - Develop utility relocation costs for alternatives evaluated for the project limits.
- Natural Resources
  - Verify, through GIS data collection and field reviews, existing conditions within the limits of the extension.
  - Document wetlands, surface waters, and listed species within, abutting, and potentially affected by the extension.
  - Determine the permitting and mitigation requirements, as needed.

    - Determine potential impacts to Prime Farmlands.
- Meetings/Coordination
    - Conduct/attend up to three 1.5 hour virtual meetings with the City (and other appropriate agencies like the SJRWMD and MTWCD) to review project status and discuss results of the analysis. It is anticipated that five Consultant staff (two Kittelson and three Inwood) will attend each meeting.
- Documentation
    - A technical memorandum will be prepared documenting the roadway, drainage, utility, natural resources, and cost estimates for the four-lane widening from Heritage High School to the St. Johns Heritage Parkway.

Note: The existing caracara survey was completed during the 2020 survey season and is valid for two years (ending in April 2022). It is possible that, due to the proximity of documented caracara nests and the fact that the extension includes areas within 1,500 meters of documented nests, the USFWS may require an additional survey to be completed for this extension. Further, the existing Malabar Road PD&E Study NRE includes a commitment to conduct an additional caracara survey during the project's design phase. These services can be provided if required, but they are not included in this proposal.

**Fee Estimate**

For these additional services, the Kittelson Team requests $107,624.72. Additional detail of this fee for this work is provided in the attached.

**PROJECT DEVELOPMENT & ENVIRONMENT**
**PROJECT DATA**

## ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

| | | | |
|---|---|---|---|
| Name of Project: | Malabar Road PD&E Study | Consult. Name: | Kittelson & Associates, Inc. |
| County: | Brevard County | Consult. No. | 23707 |
| FPN: | 437210-1-28-01 | Date: | 2/23/2022 |
| FAP No.: | N/A | Estimator: | Jack Freeman |

| Staff Classification | Project Manager | Chief Designer | Chief Engineer | Chief Planner | Engineer 1 | Engineer 2A | Engineering Intern | CADD/Computer Technician | Planner | Project Planner | Secretary Clerical | Senior Engineer | Engineer 2B | Senior Planner | Senior Designer | GIS Specialist | SH By Activity | Salary Cost By Activity | Average Rate Per Task |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | $74.99 | $49.19 | $85.12 | $68.05 | $47.39 | $52.67 | $32.99 | $29.88 | $32.26 | $42.34 | $25.62 | $68.08 | $62.22 | $60.38 | $38.36 | $38.73 | | | |
| Project Description and Objectives | 14 | 0 | 0 | 0 | 0 | 14 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 27 | $1,723 | $63.83 |
| Public Involvement | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| Engineering Analysis & Report | 24 | 0 | 0 | 0 | 24 | 50 | 0 | 0 | 0 | 50 | 0 | 0 | 0 | 0 | 0 | 0 | 148 | $7,688 | $51.94 |
| Environmental Analysis & Reports | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| Environmental Document | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| Design Services | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| **Total Staff Hours** | 38 | 0 | 0 | 0 | 24 | 64 | 0 | 0 | 0 | 50 | 0 | 0 | 0 | 0 | 0 | 0 | 175 | | |
| **Total Staff Cost** | $2,812.13 | $0.00 | $0.00 | $0.00 | $1,137.36 | $3,344.55 | $0.00 | $0.00 | $0.00 | $2,117.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | | **$9,411.03** | **$53.78** |

Check = $9,411.03

Survey Field Days by Subconsultant

4 - Person Crew:

Notes:

1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.
2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.
3. Enter the rate for each classification in Row 9.

| | | | | |
|---|---|---|---|---|
| SALARY RELATED COSTS: | | | | $9,411.03 |
| OVERHEAD: | | 211.28% | | $19,883.62 |
| OPERATING MARGIN: | | 26.00% | | $2,446.87 |
| FCCM (Facilities Capital Cost Money): | | 0.50% | | $47.24 |
| EXPENSES: | | 4.94% | | $464.90 |
| **SALARY RELATED SUBTOTAL.:** | | | | **$32,253.66** |
| Survey (Field - if by Prime) | 0.00 | 4-man crew days @ | $ - / day | $0.00 |
| **SUBTOTAL - PRIME** | | | | **$32,253.66** |
| Subconsultant: | Inwood Consulting Engineers | | | $75,371.06 |
| Subconsultant: | ETP | | | $0.00 |
| Subconsultant: | SEARCH | | | $0.00 |
| Subconsultant: | GEC | | | $0.00 |
| Subconsultant: | GPI | | | $0.00 |
| Subconsultant: | Accurate Traffic Counts, Inc. | | | $0.00 |
| Subconsultant: | Sub 7 | | | $0.00 |
| Subconsultant: | Sub 8 | | | $0.00 |
| Subconsultant: | Sub 9 | | | $0.00 |
| Subconsultant: | Sub 10 | | | $0.00 |
| Subconsultant: | Sub 11 | | | $0.00 |
| Subconsultant: | Sub 12 | | | $0.00 |
| **SUBTOTAL ESTIMATED FEE:** | | | | **$107,624.72** |
| Optional Services | | | | $0.00 |
| **GRAND TOTAL ESTIMATED FEE:** | | | | **$107,624.72** |

**PROJECT DEVELOPMENT & ENVIRONMENT**
**PROJECT DATA**

## ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

| | | | |
|---|---|---|---|
| Name of Project: | Project Development & Environment (PD&E) Studies Malabar Rd from St. Johns Heritage Pkyw to Minton Rd. | Consult. Name: | Inwood Consulting Engineers, Inc. |
| County: | Brevard County | Consult. No. | KIT-009-01 |
| FPN: | 437210-1-28-01 | Date: | 2/24/2022 |
| FAP No.: | N/A | Estimator: | Jason Houck, PWS, GISP |

| Staff Classification | Total Staff Hours From "SH Summary - Firm" | Chief Engineer 2 | Senior Planner A | Chief Engineer 1 | Sr. Env. Specialist | Engineer 2 | Senior Planner B | Engineer 1 | Chief Designer | Senior Scientist | Engineering Intern | Planner | Secretary / Clerical | SH By Activity | Salary Cost By Activity | Average Rate Per Task |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | $69.00 | $65.00 | $68.50 | $60.00 | $53.00 | $49.00 | $45.50 | $43.25 | $42.25 | $33.00 | $35.00 | $20.00 | | | |
| Project Description and Objectives | 12 | 0 | 0 | 6 | 6 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 12 | $771.00 | $64.25 |
| Public Involvement | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0.00 | #DIV/0! |
| Engineering Analysis & Report | 337 | 17 | 17 | 67 | 0 | 67 | 0 | 67 | 34 | 0 | 68 | 0 | 0 | 337 | $17,181.50 | $50.98 |
| Environmental Analysis & Reports | 113 | 0 | 9 | 0 | 40 | 0 | 0 | 0 | 11 | 53 | 0 | 0 | 0 | 113 | $5,700.00 | $50.44 |
| Environmental Document | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0.00 | #DIV/0! |
| Design Services | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | #DIV/0! |
| **Total Staff Hours** | 462 | 17 | 26 | 73 | 46 | 67 | 0 | 67 | 45 | 53 | 68 | 0 | 0 | 462 | | |
| **Total Staff Cost** | | $1,173.00 | $1,690.00 | $5,000.50 | $2,760.00 | $3,551.00 | $0.00 | $3,048.50 | $1,946.25 | $2,239.25 | $2,244.00 | $0.00 | $0.00 | | **$23,652.50** | **$51.20** |

Check = $23,652.50

| | | | | |
|---|---|---|---|---|
| SALARY RELATED COSTS: | | | | $23,652.50 |
| OVERHEAD: | 178.48% | | | $42,214.98 |
| OPERATING MARGIN: | 37.00% | | | $8,751.43 |
| FCCM (Facilities Capital Cost Money): | 0.690% | | | $163.20 |
| EXPENSES: | 2.49% | | | $588.95 |
| **SALARY RELATED SUBTOTAL:** | | | | **$75,371.06** |
| Survey (Field - if by Sub) | 0.00 | 4-man crew days | $ - / day | $0.00 |
| **SUBTOTAL - SUBCONSULTANT** | | | | **$75,371.06** |
| Optional Services | | | | $0.00 |
| **SUBCONSULTANT TOTAL ESTIMATED FEE:** | | | | **$75,371.06** |

Note:

1. This sheet to be used by Subconsultant to calculate its fee.

The City of Palm Bay Florida

# LEGISLATIVE MEMORANDUM

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

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

**DATE:** **4/7/2022**

**RE:** **Miscellaneous: Continuing consultant services, stormwater utility review – RFQ 20-0-2022 – Public Works Department (Stantec Consulting Services, Inc.).**

In accordance with the provisions of Section 287.055, Florida Statutes for Consultants Competitive Negotiation Act (CCNA), the City of Palm Bay solicited and accepted qualification submittals from individuals and firms who desired consideration to provide continuing consulting services for Stormwater Utility Review for the Public Works. In accordance with Section 287.055, Florida Statutes, continuing contracts for professional services may be used when the estimated construction cost of each individual project under the contract does not exceed $4 million, for study activity if the fee for professional services for each individual study under the contract does not exceed $500,000, or for work of a specified nature outlined in the contract.

The scope of work would include: development of the stormwater assessment roll; providing quality control for existing Institutional, Agricultural and Government parcel exemptions; reviewing, revising and advising of expiring mitigation credits within one year of expiration and noticing customers whose mitigation credits have expired or are invalid; and calculating/confirming the proforma schedule of rates based on the apportionment methodology and revenue requirements for the fiscal year's assessment program. Additional services may include assessing the existing rate structure to optimize the rates and sufficiency to meet future capital improvement, operation and maintenance, and staffing needs. Services may also include review of the City's stormwater credit and exemption process and policies and an annual audit of the stormwater utility. Additionally, the selected consultant will be required to update the City's existing stormwater management area, and to review the area annually to include annexed or parcels of land which have recently changed land use from an exempt to a qualifying Department of Revenue code. The selected consultant may also be required to use previous expertise and established methods to assist with public education and outreach.

A Request for Qualifications (RFQ) for Stormwater Utility Review Continuing Consultant Services was advertised and a total of two (2) firms responded. The Procurement Department staff reviewed the submittals for responsiveness. The submittals were evaluated by a committee consisting of qualified staff from the Public Works and Utilities departments; criteria included evaluation of the firm's project team, firms experience and demonstrated capabilities, project management and project approach.

Both firms were "short-listed" and subsequently virtually brought in for discussions with the committee and given a final ranking. Following oral discussions, the Evaluation Team recommended award to the top ranked firm for a continuing contract. The ranking order is: 1) Stantec Consulting Services, Inc., Tampa, FL; and 2) Government Services Group, Inc., Tallahassee, FL.

Because this is a solicitation for professional engineering services, Florida Statutes §287.055 requires a qualification-based selection; cost cannot be one of those factors.

A Master Agreement which establishes hourly rates per discipline will be negotiated with the firm for this continuing consultant agreement for a one-year term with the option to renew for up to an additional four-annual terms. Individual Task Orders with defined scopes of work will be negotiated and issued throughout the term. Task Orders with dollar values that require Council approval will be brought forward for consideration.

Should the City be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the City determines to be fair, competitive, and reasonable, negotiations with that firm will be formally terminated. The City will then undertake negotiations with the second most qualified firm, Government Services Group, Inc. located in Tallahassee, FL.

**REQUESTING DEPARTMENT:**
Public Works, Procurement

**FISCAL IMPACT:**
Stormwater Utility Review Continuing Consultant Services will be utilized by the Public Works Department on an 'as needed' basis. The Public Work's remaining expenditures for FY22 are $17,000.000. All task orders exceeding $100,000 will be brought before City Council for approval.

**RECOMMENDATION:**
Motion to enter into negotiations for the award of RFQ #20-0-2022/SB, Stormwater Utility Review Continuing Consultant Services to Stantec Consulting Services, Inc. in Tampa, Florida. Council approval is requested to establish a one-year term contract, renewable annually based upon contract year by the Procurement Department for four (4) additional one-year terms.

**ATTACHMENTS:**

**Description**

**20-0-2022 Scoring-Ranking Form**

RFQ #20-0-2022

Stormwater Utility Review Continuing Consultant Services

Short List

**CRITERIA - TOTAL 100 POINTS**

Project Team = 10 points

Firm's Experience & Demonstrated Capabilities = 20 points

Project Management = 20 points

Project Approach = 50 points

| | | | |
|---|---|---|---|
| | | **GSG, Inc.** | **Stantec Consulting Group** |
| **EVALUATION** | | **850-681-3717** | **813-204-3331** |
| **CRITERIA** | POSSIBLE | **1500 Mahan Drive, Suite 250 Tallahassee FL 32308** | **777 S Harbour Island Blvd, Ste 600 Tampa FL 33602** |
| | POINTS | djahosky@govserv.com | jeffrey.dykstra@stantec.com |
| | | | |
| Project Team | 10 | 6.50 | 9.50 |
| Experience & Capabilities | 20 | 16.00 | 18.00 |
| Project Approach | 20 | 10.00 | 19.00 |
| Project Management | 50 | 37.50 | 47.50 |
| **TOTAL NON-PRICE FACTORS** | **100** | **70.00** | **94.00** |
| | | | |

**Short List**

| | |
|---|---|
| Stantec Consulting Group | 94.00 |
| Government Services Group | 70.00 |

RFQ #20-0-2022/SB

Stormwater Utility Review Continuing Consultant Services

Final Ranking of Short List

| Final Rank, where a rank of '1' is the top ranked firm | | | | | | |
|---|---|---|---|---|---|---|
| | Nadeca | Natalie | Christeen | Donovan | Average | Final |
| COMPANY NAME | McLaughlin | Shaber | Sullivan | Watson | | Rank |
| Government Services Group, Inc. | 2 | 2 | 2 | 2 | 2.00 | 2 |
| Stantec Consulting Services, Inc. | 1 | 1 | 1 | 1 | 1.00 | 1 |

The City of Palm Bay Florida

# LEGISLATIVE MEMORANDUM

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

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

**THRU:** **Larry Wojciechowski, Finance Director**

**DATE:** **4/7/2022**

**RE:** **Ordinance 2022-47, amending the Fiscal Year 2021-2022 budget by appropriating and allocating certain monies (second budget amendment), first reading.**

Summary of the proposed budget amendment:

**General Fund (001)**

***Revenues – Total $248,221***

- Record tree mitigation dollars to be utilized towards the purchase of a 20' red cedar tree planted at City Hall – **$4,250**.
- Record Florida Department of Transportation (FDOT) "Know Your Limits" Aggressive Driving and Speed Initiative Grant – **$44,000.**
- Record revenue of property sales for the following properties – **$169,274**:
  - 320 Chaska Street NE $46,398
  - 1956 Agora Circle $41,711
  - 1942 Agora Circle $41,711
  - 340 Holiday Park $18,797
  - 171 Holiday Park $20,657
- Transfer from the NSP Program Fund (123) for lawn care maintenance costs from 10/01/2020 to 09/30/2021 for two city-owned properties that were thought to be designated as NSP properties located at 2171 and 2173 Northview St. NE **– Total Impact $1,533.**
- Record the Department of Justice's FY 2021 JAG Grant Award; approved by City Council 02/17/2022 **– $29,164.**

***Expenditures – Total $6,077,905***

- Additional funding for the NSP project (09CD03) for payment of 2021 property taxes for 648 Osmosis Drive SE $3,750; 2019/2020/2021 property taxes for 2741 Rhapsody Street NE $455; and appropriation of additional $2 toward the project for balancing; approved by City Council 12/16/2021 **– $4,207.**
- Additional funding for the Collective Bargaining Agreements with the Palm Bay International Association of Fire Fighters (IAFF), Local 2446, Rank and File and Supervisor Units; impacting salary and benefits; approved by City Council 11/18/2021 **- $329,440.**
- Additional funding for the Collective Bargaining Agreements with the Fraternal Order of Place (FOP) for Police Officers, Sergeants, and Lieutenant Units; and pay adjustments for Commander and Deputy Chief positions; impacting salary and benefits; approved by City Council 11/18/2021 **- $308,988.**

- Utilize tree mitigation dollars towards the purchase of a 20' red cedar tree planted at City Hall; approved by City Council 02/03/2022 **- $4,250.**
- **Allocating** Florida Department of Transportation (FDOT) "Know Your Limits" Aggressive Driving and Speed Initiative Grant expenditures for overtime details, traffic equipment, and promotional printing **- $44,000.**
- Transfer revenue from the following property sales to the Road Maintenance CIP Fund (307) - **$169,274.**
    - 320 Chaska Street NE $46,398
    - 1956 Agora Circle $41,711
    - 1942 Agora Circle $41,711
    - 340 Holiday Park $18,797
    - 171 Holiday Park $20,657
- Council approved unfunded expenditures from the 12/16/2021 and 01/06/2022 RCM agendas, as outlined in Exhibit B – **$2,176,012.**
- Transfers to the Fleet Services Fund from Council approved unfunded expenditures from the 12/16/2021 and 01/06/2022 RCM agendas, as outlined in Exhibit B – **$2,918,083.**
- Allocate contingency funding for the review of Community Asphalt's contract for the design/build of the St. Johns Heritage Parkway; approved by City Council 02/17/2022 **- $60,000.**
- Allocate contingency funding for the award of proposal for special magistrate for the Code Compliance Division; approved by City Council 02/17/2022 **- $2,600.**
- Transfer contingency funding to the Fleet Services Fund for the purchase of an air compressor for the Public Works Department; approved by City Council 02/17/2022 **- $17,500.**
- Transfer contingency funding to the Fleet Services Fund for the purchase of a new Diesel Laptop Diagnostic Kit for the Public Works Department; approved by City Council 02/17/2022 **- $12,854.**
- Appropriate transfer from the NSP Program Fund (123) for lawn care maintenance costs to Other Contractual Services costs NSP project (09CD03) **– Total Impact $1,533.**
- Appropriate Department of Justice's FY 2021 JAG Grant Award funding to purchase riffles and associated hardware $22,464; an annual allocation towards clothing and materials towards the "Pirates 2 Police" youth outreach program $3,900; and $2,800 to offset wages for the Records Supervisor who oversees NIBRS reporting; approved by City Council 02/17/2022 **- $29,164.**

**Law Enforcement Trust Fund (101)**
***Expenditures – Total $42,600***

- LETF 22-04 – Appropriate funding for the 1 Minute Out Night Vision Google Instructor Course; approved by City Council 02/03/2022 **– $5,100.**
- LETF 22-05 – Appropriate funding for the FususONE cloud-based subscription service for the Real Time Crime Center Initiative; approved by City Council 03/03/2022 **– $37,500.**

**SHIP Fund (111)**
***Revenues – Total $9,017***

- Transfer from the HOME Fund (114) for corrections to FY 2019 Program Income incorrectly recorded in the HOME Program **– $9,017.**

**CDBG Fund (112)**
***Revenues – Total $7,647***

- Transfer from the HOME Fund (114) for corrections to FY 2019 Program Income incorrectly recorded in the HOME Program **– $7,647.**

***Expenditures – Total $1,977,146***

- Appropriate current fiscal year CDBG funding allocations and previous fiscal year awarded CDBG funding allocations as follows; approved by City Council 07/15/2021 **– Total Impact $1,977,146.**
  FY 2021-2022: $768,354

FY 2020-2021: $562,309
FY 2019-2020: $250,659
FY 2018-2019: $267,626
FY 2017-2018: $97,054
FY 2016-2017: $24,260
FY 2015-2016: $6,884

**HOME Fund (114)**
***Revenues – Total $299,213***

- Record Program Income **– Total Impact $299,213.**

***Expenditures – Total $923,515***

- Appropriate FY 2020-2021 HOME disbursement funding received through the agreement between the City of Palm Bay and Brevard County; approved by City Council 07/15/2021 **– $906,851.**
- Corrections to FY 2019 Program Income incorrectly recorded in the HOME Program; transfer $9,017 to the SHIP Fund (111) and $7,647 to the CDBG Fund (112) **- $16,664.**

**NSP Program Fund (123)**
***Expenditures – Total $1,533***

- Transfer to the General Fund (001) for lawn care maintenance costs from 10/01/2020 to 09/30/2021 for two city-owned properties that were thought to be designated as NSP properties located at 2171 and 2173 Northview St. NE **– Total Impact $1,533.**

**CDBG-CV Fund (126)**
***Expenditures – Total $661,622***

- Appropriate Program Year 2019-2020 CDBG-CV and CDBG-CV3 funding, including previously awarded CDBG-CV and CDBG-CV3 funding and unallocated funding; approved by City Council 06/03/2021 **– $ 661,622.**

**ARPA Fund (128)**
***Expenditures – Total $1,055,798***

- Purchase smart phones, protective cases and MDM/Smarsh subscription service to be utilized by Police Officers to support body cameras; approved by City Council 12/09/2021 **– $80,798.**
- Appropriate funding for the next phase of the Disaster Recovery project (20IT01) for Cloud backup assurance for Office365 and on-prem servers and applications; approved by City Council 12/09/2021 **– $275,000.**
- Appropriate funding for the Cloud Software renewals related to the Disaster Recovery project (20IT01) for a two-year timeframe with a cost of $200,000 per year; approved by City Council 12/09/2021 **– $400,000.**
- Appropriate funding for the Cybersecurity Solution project (22IT03) to improve the City's current Cybersecurity posture adding email security, two-factor authentication and device analysis; approved by City Council 12/09/2021 **– $300,000.**

**Police Impact Fees - 32905 Fund (180)**
***Expenditures – Total $60,000***

- Purchase of an outfitted Police Outreach Vehicle for the Community Services Section within the Nexus; approved by City Council 12/16/2021 – **$60,000.**

**Bayfront Community Redevelopment Fund (181)**
***Revenues – Total $175,391***

- Record additional revenue of $175,391 - County portion of the FY 2022 Tax Increment revenues of $522,954 exceeds the approved budget of $347,563 **– $175,391.**

**Transportation Impact Fee Fund – Nexus 32907 (197)**
***Expenditures – Total $2,658,000***

- Design of Malabar Road Widening from Minton Road (project 22PW01); approved by City Council 02/17/2022 **– $2,500,000.**
- Widening of Emerson Drive for left turn lanes at Glencove Avenue (project 22PW04); approved by City Council 03/03/2022 **– $158,000.**

**Transportation Impact Fee Fund – Nexus 32908 (198)**
***Expenditures – Total $4,500,000***

- Design of Malabar Road Widening from Minton Road (project 22PW01); approved by City Council 02/17/2022 **– $4,500,000.**

**Transportation Impact Fee Fund – Nexus 32909 (199)**
***Expenditures – Total $568,000***

- Right-of-Way (ROW) acquisition for the widening of Babcock Street at St. Johns Heritage Parkway (project 21PW06); approved by City Council 02/17/2022 **– $568,000.**

**Community Investment Fund (301)**
***Revenues – Total $684,438***

- Record the Florida Department of Economic Opportunity (DEO) Community Development Block Grant Mitigation Program (CDBG-MIT) Grant Award; approved by City Council 01/06/2022 **– $684,438.**

***Expenditures – Total $684,438***

- Appropriate the Florida DEO CDBG-MIT Grant Award funding to the following projects; approved by City Council 01/06/2022 **– $*684,438.***
  Roof Replacement & Shutter Installation (20PD01): $224,473
  CDBG-MIT CFHP Police Department Main Station (21PD01): $379,778
  CDBG-MIT CFHP Police Department Sub Station (21PD02): $80,187

**Road Maintenance CIP Fund (307)**
***Revenues – Total $169,274***

- **Record incoming** transfer from the General Fund (001) portion of property sales for the following properties – **$169,274:**
  - 320 Chaska Street NE $46,398
  - 1956 Agora Circle $41,711
  - 1942 Agora Circle $41,711
  - 340 Holiday Park $18,797
  - 171 Holiday Park $20,657

**2019 G.O. Road Program Fund (309)**
***Expenditures – Total $30,790,916***

- Additional funding for the following G.O. Road Program projects **– Total Impact $4,290,916**
  21GO13/Unit 48 Road Paving $1,000,000
  22GO01/Driskell Heights Paving $138,766
  22GO03/Farview Subdivision Paving $102,150
  22GO04/Emerson-Fairhaven to C1 Paving $600,000
  22GO06/NE Area Misc. Road Paving $1,100,000
  22GO07/CC 1-10 Road Paving $1,350,000
- Open the following G.O. Road Program projects **– Total Impact $26,500,000**
  21GO08/Unit 13 Road Paving $3,400,000

22GO09/Unit 14 Road Paving $2,600,000
22GO10/Unit 22 Road Paving $2,700,000
22GO11/Unit 30 & Madden Road Paving $13,000,000
22GO12/Unit 37 Road Paving $2,700,000
22GO13/Unit 57 Road Paving $2,100,000

**Utilities Operating Fund (421)**
***Expenditures – Total $118,240***

- Cleaning, Dewatering and Hauling Services for North Regional Wastewater Treatment Plant (NRWWTP); approved by City Council 02/17/2022 **– $118,240.**

**Building Fund (451)**
***Expenditures – Total $16,731***

- Salary and benefits increase for Chief Building Official; approved by City Council 01/06/2022 **– $16,731.**

**Stormwater Utility Fund (461)**
***Expenditures – Total $280,500***

- Funding for Consulting Engineers for the commercial site plan engineering review on call services; approved by City Council 01/20/2022 **– $45,000.**
- Council approved unfunded expenditures from the 12/16/2021 and 01/06/2022 RCM agendas, as outlined in Exhibit B – **$235,500.**

**Fleet Services Fund (521)**
***Revenues – Total $2,948,437***

- Transfers from the General Fund from Council approved unfunded expenditures from the 12/16/2021 and 01/06/2022 RCM agendas, as outlined in Exhibit B – **$2,918,083.**
- Transfer contingency funding from the General Fund for the purchase of an air compressor for the Public Works Department; approved by City Council 02/17/2022 **- $17,500.**
- Transfer contingency funding from the General Fund for the purchase of a new Diesel Laptop Diagnostic Kit for the Public Works Department; approved by City Council 02/17/2022 **- $12,854.**

***Expenditures – Total $2,948,437***

- Council approved unfunded expenditures from the 12/16/2021 and 01/06/2022 RCM agendas, as outlined in Exhibit B – **$2,918,083.**
- Purchase an air compressor for the Public Works Department; approved by City Council 02/17/2022 **- $17,500.**
- Purchase a new Diesel Laptop Diagnostic Kit for the Public Works Department; approved by City Council 02/17/2022 **- $12,854.**

**FY 2022 Mid-Year True-ups**

A fiscal mid-year review of each fund, department, division by category and general ledger accounts reflecting a deficit of $2,500 or greater was completed by the Finance Department. In addition to the previously stated summary of proposed budget amendments, revenue and expenditure appropriations are recorded to account for the following:

- Additional revenues generated exceeding the initially budgeted amount.
- Unbudgeted expenditures (personnel, operating, contributions, transfers and/or capital account line items) exceeding the initially budgeted amount not covered in the expenditure category total.

Please refer to the attached Exhibit B for a detailed breakdown of each department and fund mid-year true up appropriations.

**REQUESTING DEPARTMENT:**
Finance

**FISCAL IMPACT:**
Please refer to Exhibit A, B and C for details.

**RECOMMENDATION:**
Motion to adopt, by Ordinance, the FY 2022 Second Budget Amendment.

**ATTACHMENTS:**

**Description**

**FY 22 BA #2 Appropriations - Unfunded Approvals 12.16.2021 & 01.06.2022 RCM**
**FY 22 BA #2 Appropriations - True-Ups**
**Ordinance 2022-47**
**Ordinance 2022-47, Exhibit A**

Exhibit B

**Unfunded Approvals from the 12/16/2021 & 01/06/2022 RCM Agendas**

**GENERAL FUND (001)**

| | | | REVENUES | EXPENDITURES |
|---|---|---|---|---|
| General Fund | Fund Balance | Undesignated Fund Balance | 5,097,205 | |
| General Fund | Parks & Facilities | Chiller – PDHQ (Project 22PK05) | | 153,000 |
| General Fund | Parks & Facilities | Chiller – Annex (Project 22PK06) | | 150,000 |
| General Fund | Parks & Facilities | Generator Replacement - City Hall (Project 22PK04) | | 250,000 |
| General Fund | Parks & Facilities | AEDs for All Buildings | | 60,000 |
| General Fund | Parks & Facilities | Building Security (Initial Investment) (Project 22PK01) | | 100,000 |
| General Fund | Parks & Facilities | Connexes – Equipment Storage | | 12,000 |
| General Fund | Parks & Facilities | Veterans Park Pavilion Replacements (Project 22PK09) | | 49,173 |
| General Fund | Parks & Facilities | Scoreboards - Knecht (3) & Liberty (4) Parks | | 50,000 |
| General Fund | Police | Lease - 5 Vehicle Replacements (Durangos) | | 33,584 |
| General Fund | Fire | Mold Remediation - Station 4 | | 78,000 |
| General Fund | Fire | Training Funds for TRT Team | | 22,000 |
| General Fund | Fire | Replacement Bunker Gear (67 Sets) | | 175,000 |
| General Fund | Fire | Covered Area for Station 6 Brush Truck | | 10,000 |
| General Fund | Public Works | 2 Gator ATVs | | 25,000 |
| General Fund | Public Works | Covered Structures for Vehicle/Equipment (Project 22PK09) | | 150,000 |
| General Fund | Public Works | Updated Sidewalk Master Plan | | 50,000 |
| General Fund | Public Works | Street Lights | | 100,000 |
| General Fund | Public Works | Sidewalks (Project 22PW03) | | 100,000 |
| General Fund | Public Works | Traffic Signal Respan x 2 | | 80,000 |
| General Fund | Recreation | Recreation Payment System Upgrade | | 7,500 |
| General Fund | Comm. Econ. Dev. | Office Repairs/Renovations | | 15,000 |

Exhibit B

| | | | REVENUES | EXPENDITURES |
|---|---|---|---|---|
| General Fund | Growth Mngmt. | Planning Specialist/Technician – Partial/Mid-Year Funding | | 48,468 |
| General Fund | Growth Mngmt. | Increase Legal Fees | | 15,000 |
| General Fund | Growth Mngmt. | Planning Support Consultant | | 50,000 |
| General Fund | Information Tech. | Database Administrator – Partial/Mid-Year Funding | | 48,867 |
| General Fund | Finance | Asset Manager – Partial/Mid-Year Funding | | 56,426 |
| General Fund | Legislative | Secretary – Partial/Mid-Year Funding | | 37,639 |
| General Fund | Legislative | Public Records Software | | 8,009 |
| General Fund | Legislative | Increase Legal Ad Fees | | 16,000 |
| General Fund | Legislative | Council Chambers – Chair Replacements | | 15,000 |
| General Fund | City Manager | Assistant to the City Manager – Partial/Mid-Year Funding | | 74,090 |
| General Fund | City Manager | Internal Control Modernization/Fraud Risk Reduction Audit | | 30,000 |
| General Fund | City Manager | Digital Marquee (Project 22PK02) | | 50,000 |
| General Fund | City Manager | City Welcome Entry Signage/Design (Project 22PK03) | | 30,000 |
| General Fund | City Manager | Community Information Coordinator – Salary Adjustment | | 15,408 |
| General Fund | City Manager | Public Information Officer – Salary Adjustment | | 9,407 |
| General Fund | City Manager | Florida Institute of Technology Sustainability Intern | | 800 |
| General Fund | Procurement | Reclassification of Vacant Procurement Agent 1 to 3 | | 3,751 |
| General Fund | Parks & Facilities | Transfer to Fleet Services Fund - 2 Replacement Trucks (#4240 & #4253) | | 60,000 |
| General Fund | Parks & Facilities | Transfer to Fleet Services Fund - Replace Equipment Trailers | | 23,536 |
| General Fund | Police | Transfer to Fleet Services Fund - 8 Replacement Vehicles (Durangos) + Additional Funding | | 655,416 |

| | | | REVENUES | EXPENDITURES |
|---|---|---|---|---|
| General Fund | Fire | Transfer to Fleet Services Fund - Replacement Engine – Station 3 | | 524,131 |
| General Fund | Fire | Transfer to Fleet Services Fund - Replacement Engine – Station 2 | | 570,000 |
| General Fund | Fire | Transfer to Fleet Services Fund - Replacement Engine – Station 6 | | 570,000 |
| General Fund | Fire | Transfer to Fleet Services Fund - Replacement for Brush Truck – Station 2 | | 140,000 |
| General Fund | Public Works | Transfer to Fleet Services Fund - Public Works Director Vehicle | | 45,000 |
| General Fund | Public Works | Transfer to Fleet Services Fund - Fuel Pump Cover Structure | | 120,000 |
| General Fund | Public Works | Transfer to Fleet Services Fund - Vehicle Car/Truck Wash Assembly | | 60,000 |
| General Fund | Public Works | Transfer to Fleet Services Fund - Electrical Vehicle Chargers | | 90,000 |
| General Fund | Comm. Econ. Dev. | Transfer to Fleet Services Fund - Department Vehicle | | 30,000 |
| General Fund | Growth Mngmt. | Transfer to Fleet Services Fund - Vehicle Replacement – Code Compliance | | 30,000 |
| | | **FUND TOTAL** | **5,097,205** | **5,097,205** |

**STORMWATER UTILITY FUND (461)**

| | | | REVENUES | EXPENDITURES |
|---|---|---|---|---|
| SWU | Fund Balance | Undesignated Fund Balance | 235,500 | |
| SWU | Public Works | Tractor With Mowing/Trenching Attachments | | 210,500 |
| SWU | Public Works | 2 Zero-Turn Mowers | | 25,000 |
| | | **FUND TOTAL** | **235,500** | **235,500** |

**FLEET SERVICES FUND (521)**

Exhibit B

| | | | REVENUES | EXPENDITURES |
|---|---|---|---|---|
| Fleet Services | Parks & Facilities | Transfer from General Fund - 2 Replacement Trucks (#4240 & #4253) | 60,000 | |
| Fleet Services | Parks & Facilities | Transfer from General Fund - Replace Equipment Trailers | 23,536 | |
| Fleet Services | Police | Transfer from General Fund - 8 Replacement Vehicles (Durangos) + Additional Funding | 655,416 | |
| Fleet Services | Fire | Transfer from General Fund - Replacement Engine – Station 3 | 524,131 | |
| Fleet Services | Fire | Transfer from General Fund - Replacement Engine – Station 2 | 570,000 | |
| Fleet Services | Fire | Transfer from General Fund - Replacement Engine – Station 6 | 570,000 | |
| Fleet Services | Fire | Transfer from General Fund - Replacement for Brush Truck – Station 2 | 140,000 | |
| Fleet Services | Public Works | Transfer from General Fund - Public Works Director Vehicle | 45,000 | |
| Fleet Services | Public Works | Transfer from General Fund - Fuel Pump Cover Structure | 120,000 | |
| Fleet Services | Public Works | Transfer from General Fund - Vehicle Car/Truck Wash Assembly | 60,000 | |
| Fleet Services | Public Works | Transfer from General Fund - Electrical Vehicle Chargers | 90,000 | |
| Fleet Services | Comm. Econ. Dev. | Transfer from General Fund - Department Vehicle | 30,000 | |
| Fleet Services | Growth Mngmt. | Transfer from General Fund - Vehicle Replacement – Code Compliance | 30,000 | |
| Fleet Services | Parks & Facilities | 2 Replacement Trucks (#4240 & #4253) | | 60,000 |
| Fleet Services | Parks & Facilities | Replace Equipment Trailers | | 23,536 |
| Fleet Services | Police | 8 Replacement Vehicles (Durangos) + Additional Funding | | 655,416 |
| Fleet Services | Fire | Replacement Engine – Station 3 (Project 22FD02) | | 524,131 |

Exhibit B

| | | | REVENUES | EXPENDITURES |
|---|---|---|---|---|
| Fleet Services | Fire | Replacement Engine – Station 2 (Project 22FD04) | | 570,000 |
| Fleet Services | Fire | Replacement Engine – Station 6 (Project 22FD05) | | 570,000 |
| Fleet Services | Fire | Replacement for Brush Truck – Station 2 (Project 22FD06) | | 140,000 |
| Fleet Services | Public Works | Public Works Director Vehicle | | 45,000 |
| Fleet Services | Public Works | Fuel Pump Cover Structure (Project 22PK08) | | 120,000 |
| Fleet Services | Public Works | Vehicle Car/Truck Wash Assembly | | 60,000 |
| Fleet Services | Public Works | Electrical Vehicle Chargers (Project 22PW05) | | 90,000 |
| Fleet Services | Comm. Econ. Dev. | Department Vehicle | | 30,000 |
| Fleet Services | Growth Mngmt. | Vehicle Replacement – Code Compliance | | 30,000 |
| | | **FUND TOTAL** | **2,918,083** | **2,918,083** |

Exhibit C

**FY 2022 Budget True-Ups/Corrections**

**GENERAL FUND (001)**

| | | | REVENUES | EXPENDITURES |
|---|---|---|---|---|
| FUND BALANCE | 001-0000-392.10-01 | UNDESIGNATED FUND BALANCE | (1,181) | |
| CITY ATTORNEY | 001-1418-514.31-04 | ATTORNEY COST | | (9,000) |
| | 001-1410-514.13-10 | PART-TIME WAGES | | 6,000 |
| | 001-1410-514.54-01 | DUES & MEMBERSHIPS | | 1,500 |
| | 001-1410-514.40-01 | TRAVEL M&IE | | 1,500 |
| FINANCE | 001-2022-513.49-22 | CREDIT CARD PROCESS FEES | | (96) |
| | 001-2022-513.51-03 | COMPUTER SUPPLIES | | (1,085) |
| PARKS & FACILITIES<br>RECREATION<br>RE-ORGANIZATION | 001-4026-572.34-02 | MOWING CONTRACTS | | (4,185) |
| | 001-4526-519.34-02 | MOWING CONTRACTS | | 4,185 |
| | 001-4026-572.46-24 | MACHINERY/EQUIP REPAIR | | (184) |
| | 001-4526-519.46-24 | MACHINERY/EQUIP REPAIR | | 184 |
| | 001-4026-572.46-28 | PARKS AREA MAINTENANCE | | (48,169) |
| | 001-4526-519.46-28 | PARKS AREA MAINTENANCE | | 48,169 |
| | 001-4026-572.52-36 | ATHLETIC FIELD | | (2,428) |
| | 001-4526-519.52-36 | ATHLETIC FIELD | | 2,428 |
| | 001-4026-572.62-11 | BUILDINGS <$25,000 | | (11,789) |
| | 001-4526-519.62-11 | BUILDINGS <$25,000 | | 11,789 |
| | 001-4026-572.63-01 | IMPR OTHER THAN BUILDING / 19PR06 | | (118,994) |
| | 001-4026-572.63-01 | IMPR OTHER THAN BUILDING / 20PR03 | | (81,765) |
| | 001-4526-519.63-01 | IMPR OTHER THAN BUILDING / 19PR06 | | 118,994 |
| | 001-4526-519.63-01 | OTHER THAN BUILDING / 20PR03 | | 81,765 |
| | 001-4032-572.63-01 | IMPR OTHER THAN BUILDING / 20PR01 | | (201,600) |
| | 001-4526-519.63-01 | IMPR OTHER THAN BUILDING / 20PR01 | | 201,600 |
| | 001-4026-572.63-32 | PARKS IMPROVEMENTS / 21PR08 | | (655,094) |
| | 001-4526-519.63-32 | PARKS IMPROVEMENTS / 21PR02 | | 92,581 |

| | | | REVENUES | EXPENDITURES |
|---|---|---|---|---|
| PARKS & FACILITIES RECREATION RE-ORGANIZATION | 001-4526-519.63-32 | PARKS IMPROVEMENTS / 21PR03 | | 28,506 |
| | 001-4526-519.63-32 | PARKS IMPROVEMENTS / 21PR04 | | 90,270 |
| | 001-4526-519.63-32 | PARKS IMPROVEMENTS / 21PR05 | | 35,749 |
| | 001-4526-519.63-32 | PARKS IMPROVEMENTS / 21PR06 | | 63,603 |
| | 001-4526-519.63-32 | PARKS IMPROVEMENTS / 21PR07 | | 68,575 |
| | 001-4526-519.63-32 | PARKS IMPROVEMENTS / 21PR10 | | 210,716 |
| | 001-4526-519.63-32 | PARKS IMPROVEMENTS / 21PR11 | | 28,832 |
| | 001-4526-519.63-32 | PARKS IMPROVEMENTS / 21PR12 | | 11,369 |
| | 001-4526-519.63-32 | PARKS IMPROVEMENTS / 21PR13 | | 24,893 |
| POLICE | 001-5011-521.12-10 | FULL-TIME SALARIES/WAGES | | (3,000) |
| | 001-5011-521.15-20 | LONGEVITY | | 3,000 |
| | 001-5012-521.12-10 | FULL-TIME SALARIES/WAGES | | (18,000) |
| | 001-5012-521.15-20 | LONGEVITY | | 18,000 |
| | 001-5013-521.12-10 | FULL-TIME SALARIES/WAGES | | (19,000) |
| | 001-5013-521.15-20 | LONGEVITY | | 19,000 |
| FIRE | 001-6012-522.12-10 | FULL-TIME SALARIES/WAGES | | (54,738) |
| | 001-6012-522.15-20 | LONGEVITY | | 48,000 |
| | 001-6012-522.23-10 | LIFE & HEALTH INSURANCE | | 4,081 |
| | 001-6012-522.23-11 | CANCER BENEFIT PROGRAM | | 2,657 |
| | | **FUND TOTAL** | **(1,181)** | **(1,181)** |

**DONATIONS FUND (131)**

*Record donations & appropriate expenditures*

| | | | REVENUES | EXPENDITURES |
|---|---|---|---|---|
| POLICE | 131-0000-366.50-01 | POLICE CONTRIBUTIONS | 15,722 | |
| | 131-0000-366.50-02 | FIRE CONTRIBUTIONS | 1,105 | |
| | 131-5070-521.40-01 | TRAVEL M&IE | | 5,876 |

| | | | REVENUES | EXPENDITURES |
|---|---|---|---|---|
| POLICE | 131-5070-521.48-02 | SPECIAL EVENTS | | 500 |
| | 131-5070-521.52-01 | MISC OPERATING SUPPLIES | | 500 |
| | 131-5070-521.55-01 | TRAINING & EDUCATION COST | | 1,100 |
| | 131-5070-521.82-11 | OTHER CONTRIBUTIONS | | 7,500 |
| FIRE | 131-6070-522.48-09 | PROMOTIONAL ACTIVITIES | | 224 |
| | 131-6070-522.52-38 | CITY TRAINING/EVENTS FOOD | | 1,127 |
| | | **FUND TOTAL** | **16,827** | **16,827** |

**FIRE IMPACT FEE FUND – NEXUS 32908 (189)**

*Attach funding to project number*

| | | | REVENUES | EXPENDITURES |
|---|---|---|---|---|
| FIRE | 189-6050-522.64-03 | LIGHT VEHICLES | | (180,000) |
| | 189-6050-522.64-03 | LIGHT VEHICLES / 22FD01 | | 180,000 |
| | | **FUND TOTAL** | **0** | **0** |

**PARKS IMPACT FEE FUND – NEXUS 32905 (191)**

*Parks & Facilities + Recreation re-organization – change of account numbers*

| | | | REVENUES | EXPENDITURES |
|---|---|---|---|---|
| PARKS & FACILITIES | 191-4050-572.31-41 | OTHER PROFESSIONAL SVC / 17PR02 | | (14,690) |
| | 191-4550-519.31-41 | OTHER PROFESSIONAL SVC / 17PR02 | | 14,690 |
| | 191-4050-572.63-01 | IMPR OTHER THAN BUILDINGS / 21PR01 | | (150,000) |
| | 191-4550-519.63-01 | IMPR OTHER THAN BUILDINGS / 21PR01 | | 150,000 |
| | | **FUND TOTAL** | **0** | **0** |

**PARKS IMPACT FEE FUND – NEXUS 32907 (192)**

*Parks & Facilities + Recreation re-organization – change of account numbers*

| | | | REVENUES | EXPENDITURES |
|---|---|---|---|---|
| PARKS & FACILITIES | 192-4050-572.63-08 | PARKS DEVELOPMENT / 16PK08 | | (537,566) |
| | 192-4050-572.63-08 | PARKS DEVELOPMENT / 18PR04 | | (179,490) |
| | 192-4050-572.63-08 | PARKS DEVELOPMENT / 21PR09 | | (35,000) |
| | 192-4550-519.63-08 | PARKS DEVELOPMENT / 16PK08 | | 537,566 |
| | 192-4550-519.63-08 | PARKS DEVELOPMENT / 18PR04 | | 179,490 |
| | 192-4550-519.63-08 | PARKS DEVELOPMENT / 21PR09 | | 35,000 |
| | | **FUND TOTAL** | **0** | **0** |

**'19 GEN'L OBLIGATION BONDS FUND (228)**

*Increase bonded debt millage revenue to include '21 General Obligation Bonds debt millage revenue budgeted in Fund 231; transfer to occur from Fund 228 to Fund 231*

| | | | REVENUES | EXPENDITURES |
|---|---|---|---|---|
| FINANCE | 228-0000-311.10-10 | CURRENT TAXES / BONDED DEBT MILLAGE | 3,447,626 | |
| | 228-2049-581.91-04 | TRANSFERS / TO DEBT SERVICE FUND | | 3,447,626 |
| | | **FUND TOTAL** | **3,447,626** | **3,447,626** |

**'21 GEN'L OBLIGATION BONDS FUND (231)**

*Decrease bonded debt millage revenue as '21 General Obligation Bonds debt millage revenue is collected in Fund 228; transfer to occur from Fund 228 to Fund 231*

| | | | REVENUES | EXPENDITURES |
|---|---|---|---|---|
| FINANCE | 231-0000-381.12-01 | TRANSFERS / FROM DEBT SERVICE FUND | 3,447,626 | |
| | 231-0000-311.10-10 | CURRENT TAXES / BONDED DEBT MILLAGE | (3,447,626) | |
| | | **FUND TOTAL** | **0** | **0** |

**EMPLOYEE HEALTH INSURANCE FUND (511)**

*Additional consultant service feeds above budgeted amount*

| | | | REVENUES | EXPENDITURES |
|---|---|---|---|---|
| H.R. | 511-2520-519.31-08 | CONSULTANT SERVICES | | 15,231 |
| H.R. | 511-2520-593.99-01 | RESERVES / RESERVES | | (15,231) |
| | | **FUND TOTAL** | **0** | **0** |

**FLEET SERVICES FUND (521)**

*Recording fleet recoveries/refunds and appropriating funding for tractor purchase*

| | | | REVENUES | EXPENDITURES |
|---|---|---|---|---|
| PUBLIC WORKS | 521-0000-369.10-07 | RECOVERIES/REFUNDS | 44,061 | |
| | 521-7070-519.46-24 | MACHINERY/EQUIP REPAIR | | 44,061 |
| | | **FUND TOTAL** | **44,061** | **44,061** |

# ORDINANCE 2022-47

**AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE FISCAL YEAR 2022 BUDGET BY APPROPRIATING AND ALLOCATING FUNDS IDENTIFIED IN EXHIBIT 'A', CONSISTING OF SIX (6) PAGES AND INCORPORATED IN ITS ENTIRETY HEREIN; RECOGNIZING THAT SUCH APPROPRIATIONS MUST BE MADE PURSUANT TO THE CODE OF ORDINANCES OF THE CITY OF PALM BAY, CHAPTER 35; ADOPTING, RATIFYING, CONFIRMING, AND VALIDATING THE ALLOCATIONS; PROVIDING FOR AN EFFECTIVE DATE.**

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

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

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

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

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

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

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

Read in title only at Meeting 2022- , held on , 2022; and read in title only and duly enacted at Meeting 2022- , held on , 2022.

_____
Robert Medina, MAYOR

ATTEST:

_____
Terese M. Jones, CITY CLERK

Reviewed by CAO: _____

Exhibit A

## Summary of the Proposed Budget Amendment

| | Revenues | Expenditures |
|---|---|---|
| **General Fund (001)** | | |
| FY 2022 Budget True-Ups | | (1,181) |
| Property Tax Bills - 648 Osmosis & 2741 Rhapsody | | 4,205 |
| Transfer to Fleet Services - PW Air Compressor | | 17,500 |
| Transfer to General Fund (001) - Lawn Care Maintenance Reimbursement | 1,533 | |
| Lawn Care Maintenance Reimbursement (project 09CD03) | | 1,533 |
| Transfer to Fleet Services - PW Diesel Laptop Diagnostic Kit | | 12,854 |
| City Manager Unfunded Requests - RCM 12.16.2021 & 01.06.2022 | | 2,179,122 |
| Transfer to Fleet Services - City Manager Unfunded Requests - RCM 12.16.2021 & 01.06.2022 | | 2,918,083 |
| SJHP Audit - Community Asphalt | | 60,000 |
| Property Sales Proceeds | 169,274 | |
| Transfer Property Sales Proceeds to Road Maintenance CIP | | 169,274 |
| Special Magistrate Attorney | | 2,600 |
| IAFF & FOP Contractual Increases | | 638,428 |
| Department of Justice’s FY 2021 JAG Grant Award | 29,164 | |
| Riffles & Associated Hardware | | 22,464 |
| Pirates 2 Police” Youth Outreach Program | | 3,900 |
| Salaries/Wages Records Supervisor | | 2,800 |
| FDOT "Know Your Own Limits" Grant | 44,000 | |
| Overtime Details, Traffic Equipment & Promotional Printing | | 44,000 |
| Record Tree Mitigation Replacement Fee | 4,250 | |
| Purchase 20 Ft. Cedar Tree for City Hall | | 4,250 |
| Contingency | | (731,382) |
| Undesignated Fund Balance | 5,100,229 | |
| **Fund Subtotal** | **5,348,450** | **5,348,450** |
| | | |
| **Law Enforcement Trust Fund (101)** | | |
| 1 Minute Out Night Vision Google Instructor Course | | 5,100 |
| FususONE Cloud-Based Subscription Service | | 37,500 |
| Undesignated Fund Balance | 42,600 | |
| **Fund Subtotal** | **42,600** | **42,600** |
| | | |

Exhibit A

| | | |
|---|---|---|
| **SHIP Fund (111)** | | |
| Tranfer from HOME Fund (114) - Incorrect FY 2019 Program Funds Recorded | 9,017 | |
| Reserves | | 9,017 |
| **Fund Subtotal** | **9,017** | **9,017** |
| | | |
| **CDBG Fund (112)** | | |
| FY 2015-2022 CDBG Funding Allocations | | 1,586,689 |
| Tranfer from HOME Fund (114) - Incorrect FY 2019 Program Funds Recorded | 7,647 | |
| Reserves | | 398,104 |
| Designated Fund Balance | 1,586,689 | |
| Undesignated Fund Balance | 390,457 | |
| **Fund Subtotal** | **1,984,793** | **1,984,793** |
| | | |
| **HOME Fund (114)** | | |
| Program Income | 299,213 | |
| FY 2020-2021 HOME Disbursement Funding | | 906,851 |
| Tranfer to SHIP Fund (111) - Incorrect FY 2019 Program Funds Recorded | | 9,017 |
| Tranfer to CDBG Fund (112) - Incorrect FY 2019 Program Funds Recorded | | 7,647 |
| Designated Fund Balance | 607,638 | |
| Undesignated Fund Balance | 16,664 | |
| **Fund Subtotal** | **923,515** | **923,515** |
| | | |
| **NSP Program Fund (123)** | | |
| Transfer to General Fund (001) - Lawn Care Maintenance Reimbursement | | 1,533 |
| Undesignated Fund Balance | 1,533 | |
| **Fund Subtotal** | **1,533** | **1,533** |
| | | |
| **CDBG-CV Fund (126)** | | |
| Program Year 2019-2020 CDBG-CV & CDBG-CV3 Funding | | 661,622 |
| Reserves | | 77,505 |
| Designated Fund Balance | 661,622 | |
| Undesignated Fund Balance | 77,505 | |
| **Fund Subtotal** | **739,127** | **739,127** |
| | | |
| | | |

Exhibit A

| | | |
|---|---|---|
| **ARPA Fund (128)** | | |
| Police - Smart Phones, Cases & Smarch Subscription | | 80,798 |
| IT - Disaster Recovery Site project (20IT01) | | 675,000 |
| IT - Cyversecurity project (22IT03) | | 300,000 |
| Undesignated Fund Balance | 1,055,798 | |
| **Fund Subtotal** | **1,055,798** | **1,055,798** |
| | | |
| **Donations Fund (131)** | | |
| FY 2022 Budget True-Ups | | 16,827 |
| Police Contributions | 15,722 | |
| Fire Contributions | 1,105 | |
| **Fund Subtotal** | **16,827** | **16,827** |
| | | |
| **Police Impact Fee Fund - Nexus 32905 (180)** | | |
| Police Outreach Vehicle | | 60,000 |
| Reserves | | (29,997) |
| Undesignated Fund Balance | 30,003 | |
| **Fund Subtotal** | **30,003** | **30,003** |
| | | |
| **BCRA Fund (181)** | | |
| Ad Valorem Taxation Adjustment to Actuals | 175,391 | |
| Reserves | | 175,391 |
| **Fund Subtotal** | **175,391** | **175,391** |
| | | |
| **Fire Impact Fees - Nexus 32908 (189)** | | |
| FY 2022 Budget True-Ups | | 0 |
| **Fund Subtotal** | **0** | **0** |
| | | |
| **Parks Impact Fees - Nexus 32905 (191)** | | |
| FY 2022 Budget True-Ups | | 0 |
| **Fund Subtotal** | **0** | **0** |
| | | |
| **Parks Impact Fees - Nexus 32907 (192)** | | |
| FY 2022 Budget True-Ups | | 0 |
| **Fund Subtotal** | **0** | **0** |
| | | |
| | | |
| | | |

Exhibit A

| | | |
|---|---|---|
| **Transportation Impact Fee Fund – Nexus 32907 (197)** | | |
| Malabar Road Widening Project (22PW01) | | 2,500,000 |
| Emerson Left Lane Widening Project (22PW04) | | 158,000 |
| Undesignated Fund Balance | 2,658,000 | |
| **Fund Subtotal** | **2,658,000** | **2,658,000** |
| | | |
| **Transportation Impact Fee Fund – Nexus 32908 (198)** | | |
| Malabar Road Widening Project (22PW01) | | 4,500,000 |
| Undesignated Fund Balance | 4,500,000 | |
| **Fund Subtotal** | **4,500,000** | **4,500,000** |
| | | |
| **Transportation Impact Fee Fund – Nexus 32907 (197)** | | |
| ROW Acquisition Widening Babcock Road Project (21PW06) | | 568,000 |
| Undesignated Fund Balance | 568,000 | |
| **Fund Subtotal** | **568,000** | **568,000** |
| | | |
| **2019 General Obligation Bonds Fund (228)** | | |
| FY 2022 Budget True-Ups / Debt Millage Correction | 3,447,626 | |
| Transfer to Debt Service Fund (231) | | 3,447,626 |
| **Fund Subtotal** | **3,447,626** | **3,447,626** |
| | | |
| **2021 General Obligation Bonds Fund (231)** | | |
| FY 2022 Budget True-Ups / Debt Millage Correction | (3,447,626) | |
| Transfer from Debt Service Fund (228) | 3,447,626 | |
| **Fund Subtotal** | **0** | **0** |
| | | |
| **Road Maintenance CIP Fund (307)** | | |
| Transfer Property Sales Proceeds from General Fund | 169,274 | |
| Reserves | | 169,274 |
| **Fund Subtotal** | **169,274** | **169,274** |
| | | |
| **Community Investment Fund (301)** | | |
| Florida DEO CDBG-MIT Grant Award | 684,438 | |
| Roof Replacement & Shutter Installation (20PD01) | | 224,473 |
| CDBG-MIT CFHP Police Department Main Station (21PD01) | | 379,778 |
| CDBG-MIT CFHP Police Department Sub Station (21PD02) | | 80,187 |
| **Fund Subtotal** | **684,438** | **684,438** |
| | | |

Exhibit A

| | | |
|---|---|---|
| **2019 G.O. Road Program Fund (309)** | | |
| Additional Funding for 21GO13 & 22GO04 | | 1,600,000 |
| Additional Funding for 22GO01 & 22GO03 | | 240,916 |
| Additional Funding for 22GO06 & 22GO07 | | 2,450,000 |
| Open 22GO08, 22GO09, 22GO10, 22GO11, 22GO12 & 22GO13 | | 26,500,000 |
| Undesignated Fund Balance | 30,790,916 | |
| **Fund Subtotal** | **30,790,916** | **30,790,916** |
| | | |
| **Utlities Operating Fund (421)** | | |
| NRWWTP Cleaning, Dewatering & Hauling Services | | 118,240 |
| Undesignated Fund Balance | 118,240 | |
| **Fund Subtotal** | **118,240** | **118,240** |
| | | |
| **Building Fund (451)** | | |
| Chief Building Official Salary Increase | | 16,731 |
| Undesignated Fund Balance | 16,731 | |
| **Fund Subtotal** | **16,731** | **16,731** |
| | | |
| **Stormwater Utility Fund (461)** | | |
| City Manager Unfunded Requests - RCM 12.16.2021 & 01.06.2022 | | 235,500 |
| Commercial Site Plan Engineering | | 45,000 |
| Reserves | | (280,500) |
| **Fund Subtotal** | **0** | **0** |
| | | |
| **Employee Health Insurance Fund (511)** | | |
| FY 2022 Budget True-Ups | | 0 |
| **Fund Subtotal** | **0** | **0** |
| | | |
| **Employee Health Insurance Fund (511)** | | |
| FY 2022 Budget True-Ups - Recoveries/Refunds | 44,061 | |
| FY 2022 Budget True-Ups | | 44,061 |
| Transfer From General Fund - PW Air Compressor | 17,500 | |
| Purchase PW Air Compressor | | 17,500 |
| Transfer to Fleet Services - PW Diesel Laptop Diagnostic Kit | 12,854 | |
| PW Diesel Laptop Diagnostic Kit | | 12,854 |

Exhibit A

| | | |
|---|---|---|
| Transfer from General Fund - City Manager Unfunded Requests - RCM 12.16.2021 & 01.06.2022 | 2,918,083 | |
| City Manager Unfunded Requests - RCM 12.16.2021 & 01.06.2022 | | 2,918,083 |
| **Fund Subtotal** | **2,992,498** | **2,992,498** |
| | | |
| **Total** | **56,272,777** | **56,272,777** |

The City of Palm Bay Florida

# 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:** **4/7/2022**

**RE:** **Ordinance 2022-48, amending the Code of Ordinances, Chapter 114, Garage Sales, by modifying the number of garage sale events per residence, first reading.**

At City Council's direction during the March 3, 2022 Regular Council Meeting, staff has prepared an amendment to Palm Bay Code of Ordinances, Chapter 114 Garage Sales. Specifically, staff is proposing to amend section 114.01(C) related to the frequency of events, increasing the limit of garage sales per year from two (2) to twelve (12), but no more than one event per month.

**REQUESTING DEPARTMENT:**
Community & Economic Development

**RECOMMENDATION:**
Motion to approve an Ordinance amending Chapter 114, Palm Bay Code of Ordinances, related to Garage Sales.

**ATTACHMENTS:**

**Description**

**Ordinance 2022-48**

# ORDINANCE 2022-48

**AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, TITLE XI, BUSINESS REGULATIONS, CHAPTER 114, GARAGE SALES, BY MODIFYING THE NUMBER OF GARAGE SALE EVENTS PER RESIDENCE; PROVIDING FOR THE REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR INCLUSION IN THE CITY OF PALM BAY CODE OF ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.**

**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 XI, Business Regulations, Chapter 114, Garage Sales, Section 114.01, Requirements, is hereby amended and shall henceforth read as follows:

"**Section 114.01 REQUIREMENTS.**

* * *

(C) Only ~~two (2)~~ >>twelve (12)<< garage sale events per residence, per calendar year shall be allowed. Each sales event per each address shall not exceed ~~three (3) consecutive days~~ >>one (1) event per month<< and shall be conducted during daylight hours only. Multiple family garage sales are not prohibited.

* * *"

***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 2022- , held on , 2022; and read in title only and duly enacted at Meeting 2022- , held on , 2022.

_____
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.***

The City of Palm Bay Florida

# LEGISLATIVE MEMORANDUM

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

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

**DATE:** **4/7/2022**

**RE:** **Consideration of an agreement with the City of Melbourne for use of the City's mobile stage for a park renaming event.**

The City of Melbourne, in conjunction with Lipscomb Street Park Association, has requested approval for use of the Recreation Department's mobile stage for a park renaming event scheduled for April 23rd, 2022. The City of Melbourne is also requesting a waiver of the rental fee of $750.

The event to be held on April 23, 2022 is the dedication and renaming of Lipscomb Street Park to 'Eddie Lee Taylor, Sr. Community Center'. The City of Melbourne has agreed to pay the personnel cost totaling $200, which covers one City of Palm Bay employee to deliver, set-up, and break-down while remaining onsite during the event at a rate of $25/hour.

Melbourne City Council tentatively approved this agreement during their March 22, 2022 Council meeting. It should also be noted that the City of Melbourne does not have a mobile stage of their own.

**REQUESTING DEPARTMENT:**
City Manager's Office, Recreation

**FISCAL IMPACT:**
If the waiver is approved, the fiscal impact will be a revenue loss of $750 for the mobile stage rental fee.

**RECOMMENDATION:**
Motion to approve the Mobile Stage Agreement and waiver of rental fees with the City of Melbourne, authorizing the City Manager to execute the agreement.

**ATTACHMENTS:**

**Description**

**Stage Rental Agreement with City of Melbourne**

The City of Palm Bay Florida
PARKS & RECREATION

**CITY OF PALM BAY**

**MOBILE STAGE RENTAL AGREEMENT**

In consideration of the City of Palm Bay (hereinafter "City") renting its Mobile Stage to ***City of Melbourne, Florida*** (hereinafter "Renter"), and the City of Palm Bay, for the mutual benefits and obligations provided in this Rental Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the City and Renter agree as follows:

1. The City agrees to rent its Mobile Stage to Renter on ***April 23, 2022***. Neither the Mobile Stage nor any part of it may or shall be used at any time for the purpose of sub-renting the Mobile Stage to others or for the purpose of carrying on any business activity or trade of any kind or for the purpose(s) other than the ***Ceremony for the Park Renaming of Lipscomb Park to Eddie Lee Taylor, Sr. Community Complex.***

2. The term of this Rental Agreement shall commence at ***8:00am*** and end at ***4:00pm*** on ***April 23, 2022***.

3. There will be a fee for delivery, set-up and breakdown for use of the Mobile Stage, with one City employee to remain onsite at a rate of Twenty-Five Dollars ($25.00) an hour.

**4. Smoking on the Mobile Stage will be absolutely and strictly prohibited on the Mobile Stage and no duct tape and/or adhesives of any type are allowed or may be used on or about the Stage.**

5. The fee of $***200.00*** for City employee wages does not include any fees for any sound, radio, audio, visual or any such equipment, or set-up of any such equipment; the rental fee is for stage delivery, set-up and break-down of the Mobile Stage and does not include the use of the electrical generators for lights that are located on the Mobile Stage. Rental for these items will be extra.

6. The Renter will be required to comply with all federal, county, state and local laws that apply to the use of facilities, such as the Mobile Stage, and no illegal activity shall be allowed on the Mobile Stage by the Renter.

7. Renter must immediately report any malfunction with any portion or device of the Mobile Stage, and the Renter will not misuse, dismantle, block or remove any safety device on the Mobile Stage. The Renter will absolutely prohibit the use, storage or introduction of any hazardous or any flammable materials, including, but not limited to, gasoline or kerosene or any other materials that may cause a fire such as charcoal or gas barbeque grills.

8. Renter shall provide a One Million Dollar ($1,000,000.00) liability insurance policy, naming the Renter as the insured and naming the City as an additional insured party.

9. To the extent permitted in Section 768.28(19), Florida Statutes, the Renter agrees to hold the City and its employees and officials free from any and all liability, and hold the City harmless from claims, judgment, payments, etc., to any third party arising from or relating to the use of the Mobile Stage, except to the extent caused by the City's negligence. Nothing herein is intended to waive the rights, privileges, and immunities, or the sovereign immunity, of the Renter or City except to the extent waived by Section 768.28, Florida Statutes.

10. In the event of any litigation, jurisdiction and venue shall be in Brevard County.

| | |
|---|---|
| Signature of Renter | 3/24/2022<br>Date |
| Shannon M. Lewis<br>Print Name – Renter | |
| City of Palm Bay – Authorized Signer | Date |

**City of Palm Bay**
**Recreation Department**

**INVOICE No:**
**CM-001**

**TO:** ***City of Melbourne, Florida***

**RE:** **Stage Rental for Event on 4/23/22**

**DATE:** **March 23, 2022**

**FROM:** **Fred Poppe, Director of Recreation**

---

Checklist:

- ☐ Mobile Stage Rental Agreement Signed
- ☐ Certificate of Insurance Received
- ☐ Payment received

**All items must be received prior to event to ensure delivery of stage*

Daily rental rate: **WAIVED PER CITY COUNCIL ON *TBD*.**
*$750 (non-profit rate)* or *$1,000 (regular rate)*

Employee Time:

**Standard Delivery Rate**

Rate of $25 per hour per employee ***(1 employee for 8 hours) = $200.00***

Additional Employee Time: None

Employee Needed to Stay on Site *Yes* *or* *No*
*(City requires staff to remain with stage unless other arrangements have been made)*

Delivery Time: 8:00am

Pick- Up Time: 4:00pm

**TOTAL DUE:** ***$ 200.00***

*Checks payable to the City of Palm Bay

**TO:** ***City of Melbourne, Florida***

**RE:** **Stage Rental for event on 4/23/22**

**DATE:** ***March 23, 2022***

**FROM:** **Fred Poppe, Director of Recreation**

**Per the City of Palm Bay Mobile Stage Rental Agreement, the City of Palm Bay requires the renter *(insert renter name)* ***City of Melbourne, Florida*** to provide a One Million Dollar ($1,000,000) liability insurance policy, naming the renter *(insert renter name)* ***City of Melbourne, Florida*** as the insured and naming the City of Palm Bay as an additional insured party.**

**Additional Insured:**

**City of Palm Bay**
**120 Malabar Road**
**Palm Bay, Florida 32908**

The City of Palm Bay Florida

# LEGISLATIVE MEMORANDUM

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

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

**DATE:** **4/7/2022**

**RE:** **Consideration of an amendment to the Contracts for Sale of Real Estate for right-of-way acquisition with Cypress Bay Farms, LLC, and Waterstone Holdings, LLC.**

On February 17, 2022, City Council authorized the use of $568,000 in transportation impact fees to acquire rights-of-way along Babcock Street from Cypress Bay Farms, LLC and Waterstone Holdings, LLC. The ATLA Statement received prior to closing, which was originally scheduled for March 17, indicated that all closing costs, to include documentary stamp taxes, were the responsibility of the City of Palm Bay. Upon reviewing the contracts and conferring with the City Attorney's Office, staff has confirmed that the City is exempt from paying doc stamp taxes, and further confirmed that the obligation to pay such taxes would be the responsibility of the non-exempt party, per Chapter 201, Florida Statutes.

The sellers, Cypress Bay Farms, LLC and Waterstone Holdings, LLC, have agreed to cover the costs of the documentary stamp taxes, $2,261 and $1,680, respectively. As the Contract for Real Estate with both sellers, Cypress Bay Farms, LLC and Waterstone Holdings, LLC, were fully executed on March 7, 2022, the seller has prepared the attached amendments for Council's consideration. Both amendments have been reviewed by the City Attorney's Office. Each amendment notes that the Seller will pay for the documentary stamp taxes and provides for a new closing date, which is scheduled for April 8, 2022 pending City Council's approval of the attached amendments.

**REQUESTING DEPARTMENT:**
City Manager's Office, Public Works

**FISCAL IMPACT:**
On February 17, 2022, City Council authorized the use of $568,000 in Transportation Impact Fees towards the acquisition, to include estimated closing costs. According to the preliminary ALTA statements provided by the title company, there is a total estimated savings of $1,381 in Transportation Impact Fees for the acquisition.

**RECOMMENDATION:**
Motion to approve the amendments and authorize the City Manager to execute.

**ATTACHMENTS:**

**Description**

Fully Exec ROW Agmt Cypress Bay Farms (E1 E2 E3)
Fully Exec ROW Agmt Waterstone Holdings (W1 and W3)

Prelim ALTA Cypress Bay Farms ROW Vacant Lot E1 E2 E3
Prelim ALTA Waterstone Holdings Vacant Lot W1 W3
First Amend to ROW Agmt Cypress Bay Farms
First Amend to ROW Agmt Waterstone Holdings

# CONTRACT FOR SALE OF REAL ESTATE

**THIS CONTRACT FOR SALE OF REAL ESTATE** (hereinafter referred to as "Contract") is made this _____ day of _____, 2022 by and between:

**CYPRESS BAY FARMS, LLC**, a Florida limited liability company (hereinafter referred to as "Seller"), whose address 2040 Hwy A1A, Suite 207, Indian Harbour Beach, FL 32937 and the **CITY OF PALM BAY**, a Florida municipal corporation, whose address is 120 Malabar Road SE, Palm Bay, Florida 32907 (hereinafter referred to as the "City").

## RECITALS

A. Seller is the owner of the certain real property described as Babcock E1, E2, and E3 and more particularly described on **Exhibit "A"** attached hereto and made a part hereof (the "Land"); and

B. Seller and City have discussed donation of the Land by Seller to the City and discussed development agreements regarding the donation of the Land by Seller; and

C. Seller and City have agreed in the interest of the City's time constraints that City would request a purchase of the Land from Seller.

## AGREEMENT

In consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged by each of the parties, it is agreed as follows:

1. **Purchase Contract.** Seller agrees to sell and the City agrees to purchase on the terms and conditions contained herein, the Land together with all of Seller's right, title and interest in and to the Land.

2. **Purchase Price.** The purchase price for the Land shall be Three Hundred Twenty-Three Thousand and No/100 Dollars ($323,000.00)_(the "Purchase Price") and shall be payable at Closing. City shall pay to Seller, subject to closing adjustments, by wire transfer, to the account of the Escrow Agent an amount equal to the Purchase Price.

3. **Time and Place of Closing.** The Closing date will occur on or before the **March10, 2022** (the "Closing Date"). Both parties will fully cooperate in order for the Closing to be fully accomplished, on or before the Closing Date. The Closing will be held at Escrow Agent's office as designated by the City of Palm Bay and by means of United State Mail as necessary with the following contact address for Seller: 2040 HWY A1A, SUITE 207, INDIAN HARBOUR BEACH, FL 32937

Time is of the essence in the performance of this Contract. The parties agree that they shall diligently and expeditiously pursue their respective obligations set forth in this Contract.

4. **Title Insurance and Survey.**

(a) The City shall procure and provide a copy to the Seller (along with copies of any exceptions) no later than 5:00pm, Eastern Standard Time on the date that is ten (10) days following Effective Date, as hereinafter defined,issuance of a title insurance commitment, issued by a qualified title insurer agreeing to issue to the City upon recording of the deed to the City, a fee owner's policy of title insurance (ALTA Form) in the amount of the purchase price of the Land subject only to the Permitted Exceptions (as hereinafter defined) and the so-called "Standard Exceptions" contained on the inside jacket cover of the standard ALTA Form of Commitment; said commitment shall provide that said Standard Exceptions will be deleted by the title insurance company upon furnishing to the issuing agent a Lien, Possession and Encumbrance Affidavit in the customary form (and Seller agrees to furnish such Affidavit at and as a part of the Closing) and a current survey and surveyor's report (on the prescribed company form; said survey and surveyor's report to be furnished by the City at the City's expense).

(b) The City shall have ten (10) days from receipt of the Title Commitment within which to review the Title Commitment and to notify the Seller in writing of such reasonable written objections as they may have to matters set forth in the Title Commitment and the surveys which materially affect the feasibility of the contemplated use (the "Title Objection Notice"). If City timely delivers the Title Objection Notice to Seller, in writing, Seller shall within fifteen (15) days following Seller's receipt of City's Title Objection Notice, notify the City in writing whether Seller, at Seller's sole expense, will cure such Title Objections on or prior to Closing, or specify any Title Objections which it will not cure. Notwithstanding the foregoing, Seller shall be obligated to satisfy and cause the removal at Closing any mortgages, deeds of trust, judgements or any other monetary liens encumbering the Land ("Monetary Liens").

(c) Failure to cure the objections to the satisfaction of the City shall give the City right to: (1) Waive the title objections and close the sale and purchase, such exception shall then be deemed "Permitted Exceptions"; or (2) Terminate this Contract and obtain a refund of all payments including the escrow deposit, if any, in which event all rights and obligations between the parties shall be terminated. Upon such termination, Seller and City shall thereby be released from any further obligation under this Contract.

5. **Closing.** The City shall pay the cost of the title search, lien search, if required, and the premium for the owner's Title Insurance Policy. Any instrument, assurance or deposit made or given in order to cure a defect in title shall be in such form, on such terms, under such conditions and in such amount as may be reasonably required by the title insurance company insuring title to satisfy said company sufficiently for it to ascertain and accept the facts and/or omit (or insure over) any exception to title not permitted under this Contract.

(a) Seller shall pay for the cost and recording of any corrective title instruments. City shall pay the costs of State documentary stamps (if any) affixed to the deeds of conveyance.

(b) City shall pay the cost of any surveys, tests or evaluations that it may commission, any environmental audit reports that it may commission, and the cost to record the warranty deed, as aforesaid.

(c) At Closing, City shall deliver to Escrow Agent the Purchase Price and Seller shall deliver to Escrow Agent the following items ("Closing Documents")

(i) a Special Warranty Deed in the form of Exhibit "B" attached hereto ("Deed") conveying the Land in a form as reasonably required to procure title insurance for the transaction, subject only to Permitted Exceptions.

(ii) an affidavit of no liens or parties in possession affidavit in form and substance reasonably acceptable to the Title Insurance Company;

(iii) FIRPTA affidavit

(iv) Limited liability Company affidavit authorizing the transaction;

(v) such other documents and instruments as may be reasonably and customarily requested by the Title Insurance Company to effectuate the transaction contemplated by this Contract and to induce the Title Insurance Company to issue an owners' title insurance policy on a standard ALTA Form (with customary Florida modifications) insuring the City's fee simple title to the Land, at City's expense, free and clear of all exceptions and encumbrances other than the Permitted Exceptions, with liability limits in the amount of the Purchase Price.

6. **Representations of Seller.** Seller has no notice or information of any litigation or administrative proceeding threatened or pending against the Land or Seller's interest in it. Seller covenants that Seller has no or information indicating the presence of hydrocarbons, hazardous wastes, toxic materials, asbestos, environmental contamination or environmental pollutants on the Land and shall not cause or authorize any of the same to be introduced to the Land while this Contract is in force.

While this Contract is in force, Seller shall not, without the consent of the City, execute any easements or restrictions or otherwise take or permit any action that would constitute an exception under the Surveys, Title Commitment or Title Policy, or any other matter. Should any representation by Seller herein prove false as set forth in this Section, the City shall be entitled to terminate this Contract, in which event all rights and obligations hereunder shall terminate. All representations contained in this Section shall survive for 6 months subsequent to the Closing, but Seller shall have no obligations to the City relative to any changes in the condition of the Land during this post closing time period. The parties further agree to execute and deliver such other documents at Closing as are typical in a real estate transaction.

7. **Representations of City.** The City shall obtain all necessary approvals for the Purchase of the Land. The City represents that the use and purpose of the Land is for

public right of way use associated with the widening of Babcock Street, a public right of way. The City represents and agrees that it shall executed any associated easements or documents to protect Seller's access over, across and through the Land from Seller's adjacent property.

8. **Physical Condition of the Land.** The Property is being sold "**AS IS**". City acknowledges and agrees that (a) City has, or will have prior to the expiration of the Inspection Period, independently examined, inspected, and investigated to the full satisfaction of City, the physical nature and condition of the Land, including, without limitation, its environmental condition; (b) except as expressly provided herein or in any closing document executed by Seller, neither Seller nor any agent, officer, employee, or representative of Seller has made any representation whatsoever regarding the physical nature or environmental condition of the Land, the existence or non-existence of petroleum, asbestos, lead paint, fungi, including mold, or other microbial contamination, hazardous substances or wastes, solid wastes, landfill gases, pollutants, contaminants, underground or above ground storage tanks or any other environmental hazards on, under, or about the Land, the compliance of the Land or its operation with any laws, rules, ordinances, or regulations of any applicable governmental or quasi-governmental authority or the habitability, merchantability, marketability, profitability of fitness of the Land for any purpose. Subject to the express representations, warranties, and covenants of Seller set forth herein or in any closing document executed by Seller. Buyer in executing, delivering and performing this Contract, does not rely upon any statement, engineering, structural report, any environmental reports, information or representation to whomsoever made or given, whether to City or others and whether directly or indirectly, orally or in writing, made by any person, firm or corporation and City acknowledges any such statement, information, report or representation, if any, does not represent or guarantee future performance of the Land. Without limiting the foregoing, but subject to the express representations, warranties, and covenants of Seller set forth herein or in any closing document executed by Seller, Seller shall deliver, and City shall take, the Land in its "as is" "where is" condition and with all faults on the Closing Date. The provisions of this Section shall survive the Closing or the earlier termination of this Contract. Except as expressly provided herein or in any closing document executed by Seller, no representations or warranties, expressed or implied, understandings, guaranties or promises have been made to or relied upon by City in making the determination to execute and close pursuant to this Contract and to the maximum extent permitted by law, all representations and warranties, including implied warranties of fitness for a particular purpose, merchantability, and habitability, and all warranties imposed by statute, if any, (except to the extent they cannot be disclaimed) are hereby disclaimed. Seller does not make any claims of promises about the condition or value of any of the Land included in this sale except as set forth in this Contract. The City has inspected the Land or may inspect the Land during the inspection period, and relies on this inspection and any rights which may be and statements of Seller as provided for elsewhere in this Contract. Seller agrees to maintain the grounds, buildings and improvements on the Land, if any, in the condition found on the date of this Contract, subject to ordinary wear and tear.

9. **Inspection of the Property.** Seller agrees to permit the City to inspect the Land at any reasonable time from the Effective Date until March 1, 2022 ("Inspection Period"). The City shall not damage or alter the Land. Upon written notice by Seller that the Land has been damaged or altered, the City shall return, at its sole cost and expense, the Land to its condition immediately preceding any inspections conducted by the City. If City determines that the Land is not suited for its purposes in its sole discretion, the City shall notify Seller in writing prior to the expiration of the Inspection Period, in which case the parties shall be released from each other in all matters herein and shall have no duty or liability to one another of any type or nature whatsoever, and this Contract shall terminate.

10. **Property Lines.** Seller states that, to the best of Seller's knowledge, all buildings, driveways and other improvements on the Land are within its boundary lines. Also, no improvements on adjoining properties extend across the boundary lines of the Property.

11. **Risk of Loss.** Seller is responsible for any damage to the Land, except for normal wear and tear until the Closing.

12. **Effective Date, Approval and Cancellation of Contract.** This Contract shall be subject to funding and approval of the City Council of the City of Palm Bay. The purchase of Land contemplated herein is subject to the approval by the City Council of the City of Palm Bay upon determination the purchase is in the public interest. Such date of approval by the City Council of the City of Palm Bay shall be the Effective Date of this Contract. Should said funding and approval not be obtained, the Contract may be terminated without penalty and the parties shall be released from this Contract and have no further obligations to the other except for those that survive closing or early termination.

13. **Adjustments at Closing.** The City and Seller agree to adjust the following expenses as of the Closing date: rents, municipal water, stormwater or utility charges, sewer charges, taxes, interest on any mortgage to be assumed and insurance premiums. The City or Seller may require that any person with a claim or right affecting the Property be paid off from the proceeds of this sale.

14. **Possession.** At the Closing the City will be given sole and exclusive possession of the Land. No tenant will have any right to the Property unless otherwise agreed in this Contract.

15. **Complete Contract.** This Contract is the entire and only agreement between the City and Seller. This Contract replaces and cancels any previous agreements between the City and Seller. This Contract may only be changed by an agreement in writing signed by both City and Seller. Seller states that Seller has not made any other Contract to sell the Land to anyone else, notwithstanding the previous sentence, Seller has the sole right and discretion to sell the Land in the event City

terminates this Contract and may include that contingency in a contract for sale which may include the Land.

16. **No Broker Commissions.** The City is not responsible for any real estate broker commissions or fees in this transaction which may be due any current and active Florida licensed real estate broker as set forth in a separate contract for professional real estate broker services. Further, Seller shall be solely and exclusively responsible for any and all real estate broker commissions and/or fees that may be due, if any, to representatives retained by Seller in relation to the sale of the subject property described above and said commissions and/or fees shall be remitted by Seller outside of closing.

17. **Remedies Upon Default.**

a. If the purchase and sale of the Land contemplated hereby is not consummated in accordance with the terms and conditions of this Contract due to circumstances or conditions which constitute a default by the City hereunder, Seller's sole and exclusive remedies hereunder shall be termination of the contract and to have City pay to Seller any actual out of pocket expenses incurred by Seller due to City's default.

b. In the event of a default by Seller under the terms of this Contract that is first discovered by the City prior to the Closing and is not cured by Seller as provided hereunder, the City's sole and exclusive remedies hereunder shall be either to (i) terminate this Contract or (ii) seek specific performance of Seller's obligations under this Contract.

18. **Parties Liable.** This Contract is binding upon all parties who sign it and all who succeed to their rights and responsibilities. The signatories to this Contract represent that they have the authority to execute this Contract and bind the respective parties hereto as set forth in this Contract.

19. **Assignment.** This Contract shall not be assignable. Neither the City nor the Seller shall have the right to assign this contract without the prior written consent of the other party, which consent shall not be unreasonably withheld.

20. **Notices.** Any notices, requests, demands, tenders and communications hereunder shall be in writing and may be served (i) by depositing same in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested; (ii) by recognized overnight, third party prepaid courier service (such as Federal Express); (iii) by delivering the same in person to such party; or (iv) by successful transmission by electronic mail or telecopy. Any notice or other communication mailed as aforesaid shall be deemed effectively given (x) on the date and time of delivery if personally delivered or sent by electronic transmission or telecopy, (y) on the date and time delivered if sent by courier service, or (z) on the date and time

indicated on the return receipt if mailed. Either party may change its address for notices by giving notice to the other as provided below.

The addresses for notices are as follows:

| | |
|---|---|
| If to the City: | Suzanne Sherman, City Manager<br>City of Palm Bay<br>120 Malabar Road SE<br>Palm Bay, Florida 32907 |
| With a copy to: | Patricia Smith, City Attorney<br>City of Palm Bay<br>120 Malabar Road SE<br>Palm Bay, Florida 32907 |
| If to Seller: | Benjamin E. Jefferies, Managing Member<br>Cypress Bay Farms, LLC<br>2040 HWY A1A Suite 207<br>Indian Harbour Beach, Florida 32937<br>ben@waterstonefla.com |
| With a copy to: | Lori Cardew-Lowers, Attorney<br>BYRD CAMPBELL, P.A.<br>180 Park Ave. North, Ste. 2A<br>Winter Park, Florida 32789<br>LCardew@ByrdCampbell.com |

21. **Additional Provisions.**

(a) The provisions of this Contract shall bind and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties. This Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida.

(b) If either party shall bring an action or proceeding (including any cross complaint, counter-claim or third party suit) against the other party in connection with this Contract, by reason of breach or alleged breach of any covenant, term or obligation hereunder or otherwise arising out of this Contract, the prevailing party in any such action or proceeding shall be entitled to its costs and expenses of suit, including reasonable attorneys' fees at all trial and appellate levels.

(c) Venue for any dispute shall be in the appropriate Court in and for Brevard County, Florida.

(d) The section headings herein contained are inserted for convenience of reference only and shall not be deemed to be a part of this Contract; they shall be ignored in construing this Contract. The fact that one of the parties may be deemed to have drafted

or structured any provision hereof shall not affect the interpretation of this Contract and this Contract is the result of bona fide arm's length negotiations by and between the parties and, accordingly, the fact that one or another party drafted this Contract, or any part of it, shall not be considered in construing the particular provision either in favor of or against such party. Both parties have contributed substantially and materially to the drafting of this Contract.

(e) This Contract may be executed by the parties in any number of counterparts, each of which shall be deemed an original, and all such counterparts shall be deemed one and the same Contract. In the event this Contract is executed in counterparts, the effective date of this Contract shall be determined with reference to the date of the last execution of any of the counterparts.

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

**REMAINDER OF PAGE LEFT INTENTIONALLY BLANK**
**SIGNATURE PAGES TO FOLLOW**

**SIGNED AND AGREED:**

**SELLER**
**CYPRESS BAY FARMS, LLC**

By: Benjamin E. Jefferies, Managing Member
Date: 2/12/22

**WITNESSES:**

Print Name: Josh McCoy

Print Name: Ebony Essuman-Mensah

**STATE OF FLORIDA**
**COUNTY OF BREVARD**

The foregoing instrument was acknowledged before me ☒ personally or ☐ via electronic means this 12th day of Feb, 2022, by **Benjamin E. Jefferies** as **Managing Member** of **Cypress Bay Farms, LLC**, who is personally known to me or has produced FL Driver License as identification.

Stamp:

Notary Public State of Florida
Anjali Williams
My Commission HH 188293
Expires 10/18/2025

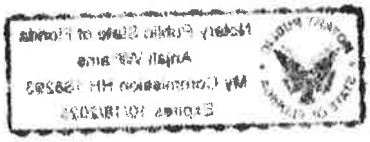
Signature of Notary
Printed Name: Anjali Williams
My Commission Expires: 10/18/2025

Attest:

By:
Terese Jones, City Clerk

**CITY OF PALM BAY, a Florida municipal corporation**

By:
Suzanne Sherman, City Manager
Date: 3-7-2022



## EXHIBIT 1 – LEGAL DESCRIPTION BABCOCK E1, E2, E3 (the Land)

# BABCOCK E1

DESCRIPTION:

A 40 FOOT STRIP OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 3; THENCE RUN S89°42'39"E ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTON 3 FOR A DISTANCE OF 228.91 FEET TO THE EAST RIGHT OF WAY LINE OF BABCOCK STREET (A 100 FOOT WIDE RIGHT OF WAY) AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN N00°45'16"E ALONG THE EAST RIGHT OF WAY LINE OF SAID BABCOCK STREET FOR A DISTANCE OF 298.01 FEET TO THE SOUTH RIGHT OF WAY LINE OF ST JOHNS HERITAGE PARKWAY (A 200 FOOT WIDE RIGHT OF WAY) AS DESCRIBED IN OFFICIAL RECORDS BOOK 7533, PAGE 245 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN S89°42'39"E ALONG SAID SOUTH RIGHT OF WAY LINE FOR A DISTANCE OF 40.00 FEET; THENCE RUN S00°45'16"W FOR A DISTANCE OF 298.01 FEET TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 3; THENCE RUN N89°42'39"W ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 3 FOR A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING; CONTAINING 0.274 ACRES, MORE OR LESS.

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# BABCOCK E2

DESCRIPTION:

A 40 FOOT STRIP OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 3; THENCE RUN S89°42'39"E ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 3 FOR A DISTANCE OF 228.91 FEET TO THE EAST RIGHT OF WAY LINE OF BABCOCK STREET (A 100 FOOT WIDE RIGHT OF WAY); THENCE RUN N00°45'16"E ALONG THE EAST RIGHT OF WAY LINE OF SAID BABCOCK STREET FOR A DISTANCE OF 498.02 FEET TO THE NORTH RIGHT OF WAY LINE OF ST JOHNS HERITAGE PARKWAY (A 200 FOOT WIDE RIGHT OF WAY) AS DESCRIBED IN OFFICIAL RECORDS BOOK 7533 PAGE 245 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE N00°45'16"E ALONG THE EAST RIGHT OF WAY LINE OF SAID BABCOCK STREET FOR A DISTANCE OF 1135.90 FEET TO THE SOUTH RIGHT OF WAY LINE OF CAPITAL DRIVE, AS DESCRIBED IN OFFICIAL RECORDS BOOK 8527, PAGE 2517 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, ALSO BEING A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 25.00 FEET AND A CHORD WHICH BEARS N45°45'16'E A DISTANCE OF 35.36 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SOUTH RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 90°00'00", FOR A DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY; THENCE RUN S89°14'44"E ALONG SAID SOUTH RIGHT OF WAY LINE FOR A DISTANCE OF 15.00 FEET; THENCE RUN S00°45'16"W FOR A DISTANCE OF 1160.57 FEET TO THE NORTH RIGHT OF WAY LINE OF SAID ST JOHNS HERITAGE PARKWAY; THENCE RUN N89°42'39"W ALONG SAID NORTH RIGHT OF WAY LINE FOR A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING; CONTAINING 1.063 ACRES, MORE OR LESS.

# BABCOCK E3

DESCRIPTION:

A 40 FOOT STRIP OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 3; THENCE RUN S01°11'38"E ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 3 FOR A DISTANCE OF 670.95 FEET; THENCE RUN N89°14'44"W FOR A DISTANCE OF 295.61 FEET TO THE EAST RIGHT OF WAY LINE OF BABCOCK STREET (A 100 FOOT WIDE RIGHT OF WAY) AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE S89°14'44"E FOR A DISTANCE OF 40.00 FEET; THENCE RUN S00°45'16"W FOR A DISTANCE OF 200.00 FEET TO THE NORTH RIGHT OF WAY LINE OF CAPITAL DRIVE, AS DESCRIBED IN OFFICIAL RECORDS BOOK 8527, PAGE 2517 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN N89°14'44"W ALONG SAID NORTH RIGHT OF WAY LINE FOR A DISTANCE OF 15.00 FEET TC A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 25.00 FEET AND A CHORD WHICH BEARS N44°21'57"W FOR A DISTANCE OF 35.28 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND NORTH RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 89°45'34", FOR A DISTANCE OF 39.16 FEET TO A POINT OF TANGENCY AND THE EAST RIGHT OF WAY LINE OF SAID BABCOCK STREET; THENCE RUN N00°45'16"E ALONG THE EAST RIGHT OF WAY LINE OF SAID BABCOCK STREET FOR A DISTANCE OF 175.11 FEET TO THE POINT OF BEGINNING; CONTAINING 0.181 ACRES, MORE OR LESS.

**EXHIBIT "B"**
**Special Warranty Deed**

Prepared By and Return to:
Lori Cardew-Lowers, Esq.
Byrd, Campbell, P.A.
180 Park Avenue North, Suite 2A
Winter Park, Florida 32789

## SPECIAL WARRANTY DEED

**THIS SPECIAL WARRANTY DEED** made and executed the ____ day of March, 2022, by **CYPRESS BAY FARMS, LLC**, a Florida limited liability company, whose address is 2040 Highway A1A, Suite 207, Indian Harbour Beach, Florida 32937 (the "Grantor") to **CITY OF PALM BAY,** a Florida municipal corporation, whose address is 120 Malabar Road SE, Plam Bay, Florida 32907 (the "Grantee"):

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

**WITNESSETH**: That the Grantor, for and in consideration of the sum of $10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situate in Brevard County, Florida, described in Exhibit "A" attached hereto (the "Property"):

**TOGETHER** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**SUBJECT TO** those matters set forth on the attached Exhibit "B" to the extent in existence, valid and affecting the Property (collectively, the Permitted Exceptions").

**TO HAVE AND TO HOLD**, the Property, unto Grantee, its successors, legal representatives and assigns forever, and Grantor does hereby bind itself and its successors, legal representatives and assigns to WARRANT AND FOREVER DEFEND all and singular the Real Property unto Grantee and its successors, legal representatives and assigns against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise, subject to the Permitted Exceptions.

**AND** Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; and

Grantor hereby specially warrants the title to the Property subject to the matters referenced above, and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but not otherwise.

IT IS UNDERSTOOD AND AGREED THAT GRANTOR DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY AND THE IMPROVEMENTS LOCATED THEREON; INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR REPRESENTATIONS AS TO MATTERS OF TITLE (OTHER THAN GRANTOR'S WARRANTY OF TITLE AS SET FORTH IN THIS SPECIAL WARRANTY DEED). WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GRANTEE HEREBY FURTHER ACKNOWLEDGES AND AGREES THAT WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED FROM THE TRANSACTION CONTEMPLATED HEREBY, AS ARE ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. GRANTEE BY ACCEPTANCE OF THIS SPECIAL WARRANTY DEED ACKNOWLEDGES AND AGREES THAT GRANTEE HAS THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY THE GRANTEE IN ORDER TO ENABLE GRANTEE TO EVALUATE THE PURCHASE OF THE PROPERTY, AND THAT GRANTEE IS PURCHASING THE PROPERTY ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS" BASIS, AND THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS COLLATERAL TO OR AFFECTING THE PROPERTY TO GRANTEE BY GRANTOR OR ANY THIRD PARTY (OTHER THAN AS SET FORTH IN THE PURCHASE AND SALE AGREEMENT BETWEEN GRANTOR AND GRANTEE AND IN OTHER DOCUMENTS DELIVERED TO GRANTEE IN CONNECTION WITH THE CLOSING). GRANTEE HEREBY ASSUMES ALL RISK (AND AGREES THAT SELLER SHALL NOT BE LIABLE TO GRANTEE (OR ITS SUCCESSORS AND ASSIGNS) FOR ANY SPECIAL DIRECT, INDIRECT, CONSEQUENTIAL, OR OTHER DAMAGES RESULTING OR ARISING FROM OR RELATING TO THE OWNERSHIP, USE, CONDITION, LOCATION, MAINTENANCE, REPAIR, OR OPERATION OF THE PROPERTY (OTHER THAN AS SET FORTH IN THE PURCHASE AND SALE AGREEMENT BETWEEN GRANTOR AND GRANTEE AND IN OTHER DOCUMENTS DELIVERED TO GRANTEE IN CONNECTION WITH THE CLOSING). THE TERMS AND CONDITIONS OF THIS PARAGRAPH SHALL EXPRESSLY SURVIVE CLOSING OF THIS TRANSACTION AND THE RECORDATION OF THIS SPECIAL WARRANTY DEED.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; NEXT PAGE IS SIGNATURE PAGE]

**IN WITNESS WHEREOF** the Grantor has caused these presents to be executed the day and year first above written.

Signed, sealed and delivered
in the presence of:

**CYPRESS BAY FARMS, LLC,** a Florida limited liability company

By:_____
Benjamin E. Jefferies, its Managing Member

_____
Print Name:_____

_____
Print Name:_____

STATE OF FLORIDA )
) ss:
COUNTY OF BREVARD )

The foregoing instrument was acknowledged before me this ____ day of March, 2022, by Benjamin E. Jefferies as Managing Member of Cypress Bay Farms, LLC, a Florida limited liability company, on behalf of the company by means of ☐ physical presence or ☐ online notarization. He/She is personally known to me or has produced _____ as identification.

[NOTARIAL SEAL]

Notary: _____
Print Name: _____
Notary Public, State of _____
My commission expires:_____

**EXHIBIT "A"**
**LEGAL DESCRIPTION**

# BABCOCK E1

DESCRIPTION:

A 40 FOOT STRIP OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 3; THENCE RUN S89°42'39"E ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTON 3 FOR A DISTANCE OF 228.91 FEET TO THE EAST RIGHT OF WAY LINE OF BABCOCK STREET (A 100 FOOT WIDE RIGHT OF WAY) AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN N00°45'16"E ALONG THE EAST RIGHT OF WAY LINE OF SAID BABCOCK STREET FOR A DISTANCE OF 298.01 FEET TO THE SOUTH RIGHT OF WAY LINE OF ST JOHNS HERITAGE PARKWAY (A 200 FOOT WIDE RIGHT OF WAY) AS DESCRIBED IN OFFICIAL RECORDS BOOK 7533, PAGE 245 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN S89°42'39"E ALONG SAID SOUTH RIGHT OF WAY LINE FOR A DISTANCE OF 40.00 FEET; THENCE RUN S00°45'16"W FOR A DISTANCE OF 298.01 FEET TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 3; THENCE RUN N89°42'39"W ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 3 FOR A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING; CONTAINING 0.274 ACRES, MORE OR LESS.

# BABCOCK E2

DESCRIPTION:

A 40 FOOT STRIP OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 3; THENCE RUN S89°42'39"E ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 3 FOR A DISTANCE OF 228.91 FEET TO THE EAST RIGHT OF WAY LINE OF BABCOCK STREET (A 100 FOOT WIDE RIGHT OF WAY); THENCE RUN N00°45'16"E ALONG THE EAST RIGHT OF WAY LINE OF SAID BABCOCK STREET FOR A DISTANCE OF 498.02 FEET TO THE NORTH RIGHT OF WAY LINE OF ST JOHNS HERITAGE PARKWAY (A 200 FOOT WIDE RIGHT OF WAY) AS DESCRIBED IN OFFICIAL RECORDS BOOK 7533, PAGE 245 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE N00°45'16"E ALONG THE EAST RIGHT OF WAY LINE OF SAID BABCOCK STREET FOR A DISTANCE OF 1135.90 FEET TO THE SOUTH RIGHT OF WAY LINE OF CAPITAL DRIVE, AS DESCRIBED IN OFFICIAL RECORDS BOOK 8527, PAGE 2517 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, ALSO BEING A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 25.00 FEET AND A CHORD WHICH BEARS N45°45'16'E A DISTANCE OF 35.36 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SOUTH RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 90°00'00", FOR A DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY; THENCE RUN S89°14'44"E ALONG SAID SOUTH RIGHT OF WAY LINE FOR A DISTANCE OF 15.00 FEET; THENCE RUN S00°45'16"W FOR A DISTANCE OF 1160.57 FEET TO THE NORTH RIGHT OF WAY LINE OF SAID ST JOHNS HERITAGE PARKWAY; THENCE RUN N89°42'39"W ALONG SAID NORTH RIGHT OF WAY LINE FOR A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING; CONTAINING 1.063 ACRES, MORE OR LESS.

# BABCOCK E3

DESCRIPTION:

A 40 FOOT STRIP OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 3; THENCE RUN S01°11'38"E ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 3 FOR A DISTANCE OF 670.95 FEET; THENCE RUN N89°14'44"W FOR A DISTANCE OF 295.61 FEET TO THE EAST RIGHT OF WAY LINE OF BABCOCK STREET (A 100 FOOT WIDE RIGHT OF WAY) AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE S89°14'44"E FOR A DISTANCE OF 40.00 FEET; THENCE RUN S00°45'16"W FOR A DISTANCE OF 200.00 FEET TO THE NORTH RIGHT OF WAY LINE OF CAPITAL DRIVE, AS DESCRIBED IN OFFICIAL RECORDS BOOK 8527, PAGE 2517 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN N89°14'44"W ALONG SAID NORTH RIGHT OF WAY LINE FOR A DISTANCE OF 15.00 FEET TC A POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 25.00 FEET AND A CHORD WHICH BEARS N44°21'57"W FOR A DISTANCE OF 35.28 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND NORTH RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 89°45'34", FOR A DISTANCE OF 39.16 FEET TO A POINT OF TANGENCY AND THE EAST RIGHT OF WAY LINE OF SAID BABCOCK STREET; THENCE RUN N00°45'16"E ALONG THE EAST RIGHT OF WAY LINE OF SAID BABCOCK STREET FOR A DISTANCE OF 175.11 FEET TO THE POINT OF BEGINNING; CONTAINING 0.181 ACRES, MORE OR LESS.

**EXHIBIT "B"**
**PERMITTED EXCEPTIONS**

# CONTRACT FOR SALE OF REAL ESTATE

**THIS CONTRACT FOR SALE OF REAL ESTATE** (hereinafter referred to as "Contract") is made this _____ day of _____, 2022 by and between: **WATERSTONE HOLDINGS, LLC**, a Florida limited liability company (hereinafter referred to as "Seller"), whose address 2040 Hwy A1A, Suite 207, Indian Harbour Beach, FL 32937 and the **CITY OF PALM BAY**, a Florida municipal corporation, whose address is 120 Malabar Road SE, Palm Bay, Florida 32907 (hereinafter referred to as the "City").

## RECITALS

A. Seller is the owner of that certain real property described as Babcock W1 and Babcock W3, and more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Land"); and

B. Seller and City have discussed donation of the Land by Seller to the City and discussed development agreements regarding the donation of the Land by Seller; and

C. Seller and City have agreed in the interest of the City's time constraints that City would request a purchase of the Land from Seller.

## AGREEMENT

In consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged by each of the parties, it is agreed as follows:

1. **Purchase Contract.** Seller agrees to sell and the City agrees to purchase, on the terms and conditions contained herein, the Land together with all of Seller's right, title and interest in and to the Land.

2. **Purchase Price.** The purchase price for the Land shall be Two Hundred Forty Thousand and No/100 Dollars ($240,000.00) (the "Purchase Price")_and shall be payable at Closing. City shall pay to Seller, subject to closing adjustments, by wire transfer, to the account of the Escrow Agent, an amount equal to the Purchase Price.

3. **Time and Place of Closing.** The Closing date will occur on or before the **March 10, 2022**(the "Closing Date"). Both parties will fully cooperate in order for the Closing to be fully accomplished, on or before the Closing Date. The Closing will be held at Escrow Agent's Office as designated by the City of Palm Bay and by means of United State Mail as necessary with the following contact address for Seller: 2040 HWY A1A, SUITE 207, INDIAN HARBOUR BEACH, FL 32937

Time is of the essence in the performance of this Contract. The parties agree that they shall diligently and expeditiously pursue their respective obligations set forth in this Contract.

4. **Title Insurance and Survey.**

(a) The City shall procure and furnish a copy to the Seller (along with copies of any exceptions) no later than 5:00pm, Eastern Standard Time on the date that is ten (10) days following Effective Date, as hereinafter defined, a title insurance commitment (the "Commitment") issued by a qualified title insurer agreeing to issue to the City upon recording of the deed to the City, a fee owner's policy of title insurance (ALTA Form) in the amount of the purchase price of the Land subject only to the Permitted Exceptions (as hereinafter defined) and the so-called "Standard Exceptions" contained on the inside jacket cover of the standard ALTA Form of Commitment; said commitment shall provide that said Standard Exceptions will be deleted by the title insurance company upon furnishing to the issuing agent a Lien, Possession and Encumbrance Affidavit in the customary form (and Seller agrees to furnish such Affidavit at and as a part of the Closing) and a current survey and surveyor's report (on the prescribed company form; said survey and surveyor's report to be furnished by the City at the City's expense).

(b) The City shall have ten (10) days from receipt of the Title Commitment within which to review the Title Commitment and to notify the Seller in writing of such reasonable written objections as they may have to matters set forth in the Title Commitment and the surveys which materially affect the feasibility of the contemplated use (the "Title Objection Notice"). If City timely delivers the Title Objection Notice to Seller in writing, Seller shall, within fifteen (15) days following Seller's receipt of City's Title Objection Notice, notify City in writing whether Seller, at Seller's sole expense, will cure such Title Objections on or prior to Closing, or specify any Title Objections which it will not cure. Notwithstanding the foregoing, Seller shall be obligated to satisfy and cause the removal at Closing, any mortgages, deeds of trust, judgments or any other monetary liens encumbering the Land ("Monetary Liens")

(c) Failure to cure the objections to the satisfaction of the City shall give the City the right to: (1) Waive the title objections and close the sale and purchase, such exceptions shall then be deemed "Permitted Exceptions"; or (2) Terminate this Contract and obtain a refund of all payments including the escrow deposit, if any, in which event all rights and obligations between the parties shall be terminated. Upon such termination, Seller and City shall thereby be released from any further obligation under this Contract, except those obligations that specifically survive termination of the Contract.

5. **Closing.** The City shall pay the cost of the title search, lien search, if required, and the premium for the owner's Title Insurance Policy. Any instrument, assurance or deposit made or given in order to cure a defect in title shall be in such form, on such terms, under such conditions and in such amount as may be reasonably required by the title insurance company insuring title to satisfy said company sufficiently for it to ascertain and accept the facts and/or omit (or insure over) any exception to title not permitted under this Contract.

(a) Seller shall pay for the cost and recording of any corrective title instruments. City shall pay the costs of State documentary stamps (if any) affixed to the deeds of conveyance.

(b) City shall pay the cost of any surveys, tests or evaluations that it may commission, any environmental audit reports that it may commission, and the cost to record the warranty deed, as aforesaid.

(c) At Closing, City shall deliver to Escrow Agent the Purchase Price and Seller shall deliver to City the following items ("Closing Document")

(i) a Special Warranty Deed in the form of Exhibit "B" attached hereto ("Deed") conveying the Land in a form as reasonably required to procure title insurance for the transaction, subject only to Permitted Exceptions;

(ii) an affidavit of no liens or parties in possession affidavit in form and substance reasonably acceptable to the Title Insurance Company;

(iii) FIRPTA affidavit

(iv) Limited Liability Company affidavit authorizing transaction

(v) such other documents and instruments as may be reasonably and customarily requested by the Title Insurance Company to effectuate the transaction contemplated by this Contract and to induce the Title Insurance Company to issue an owner's title insurance policy on a standard ALTA Form (with customary Florida modifications) insuring City's fee simple title to the Land, at City's expense, free and clear of all exceptions and encumbrances other than the Permitted Exceptions, with liability limits in the amount of the Purchase Price.

6. **Representations of Seller.** Seller has no notice or information of any litigation or administrative proceeding threatened or pending against the Land or Seller's interest in it. Seller covenants that Seller has no or information indicating the presence of hydrocarbons, hazardous wastes, toxic materials, asbestos, environmental contamination or environmental pollutants on the Land and shall not cause or authorize any of the same to be introduced to the Land while this Contract is in force.

While this Contract is in force, Seller shall not, without the consent of the City, execute any easements or restrictions or otherwise take or permit any action that would constitute an exception under the Surveys, Title Commitment or Title Policy, or any other matter. Should any representation by Seller herein prove false as set forth in this Section, the City shall be entitled to terminate this Contract, in which event all rights and obligations hereunder shall terminate. All representations contained in this Section shall survive for 6 months subsequent to the Closing, but Seller shall have no obligations to the City relative to any changes in the condition of the Land during this post closing time period.

The parties further agree to execute and deliver such other documents at Closing as are typical in a real estate transaction.

7. **Representations of City.** The City shall obtain all necessary approvals for the Purchase of the Land. The City represents that the use and purpose of the Land is for public right of way use associated with the widening of Babcock Street, a public right of way. The City represents and agrees that it shall execute any associated easements or documents to protect Seller's access over, across and through the Land from Seller's adjacent property.

8. **Physical Condition of the Land.**The Land is being sold "**AS IS**". City acknowledges and agrees that (a) City has, or will have prior to the expiration of City's Inspection Period, independently examined, inspected, and investigated to the full satisfaction of City, the physical nature and condition of the Land, including, without limitation, its environmental condition, (b) except as expressly provided herein or in any closing document executed by Seller, neither Seller nor any agent, officer, employee, or representative of Seller has made any representation whatsoever regarding the physical nature or environmental condition of the Land, the existence or non-existence of petroleum, asbestos, lead paint, fungi, including mold, or other microbial contamination, hazardous substances or wastes, solid wastes, landfill gases, pollutants, contaminants, underground or above ground storage tanks or any other environmental hazards on, under or about the Land, the compliance of the Land or its operation with any laws, rules, ordinances or regulations of any applicable governmental or quasi-governmental authority or the habitability, merchantability, marketability, profitability or fitness of the Land for any purpose. Subject to the express representations, warranties and covenants of Seller set forth herein or in any closing document executed by Seller, Buyer, in executing, delivering and performing this Contract, does not rely upon any statement, engineering structural report, any environmental reports, information, or representation to whomsoever made or given, whether to City or others, and whether directly or indirectly, orally or in writing, made by any person, firm or corporation and City acknowledges that any such statement, information, report or representation, if any, does not represent or guarantee future performance of the Land. Without limiting the foregoing, but subject to the express representations, warranties and covenants of Seller set forth herein or in any closing document executed by Seller, Seller shall deliver, and City shall take, the Land in its "as is" "where is" condition and with all faults on the Closing Date. The provisions of this Section shall survive the Closing or the earlier termination of this Contract. Except as expressly provided herein or in any closing document executed by Seller, no representations or warranties, expressed or implied, understandings, guaranties or promises have been made to or relied upon by City in making the determination to execute and close pursuant to this Contract and to the maximum extent permitted by law, all representations and warranties, including implied warranties of fitness for a particular purpose, merchantability and habitability, and all warranties imposed by statute, if any, (except to the extent they cannot be disclaimed) are hereby disclaimed. Seller does not make any claims of promises about the condition or value of any of the Land included in this sale except as set forth in this Contract. The City has inspected the Land, or may inspect the Land during the

inspection period, and relies on this inspection and any rights which may be and statements of Seller as provided for elsewhere in this Contract. Seller agrees to maintain the grounds, buildings and improvements on the Land, if any, in the condition found on the date of this Contract, subject to ordinary wear and tear.

9. **Inspection of the Property.** Seller agrees to permit the City to inspect the Land at any reasonable time from the Effective Date until March 1, 2022, ("Inspection Period") The City shall not damage or alter the Land. Upon written notice by Seller that Land has been damages or altered, the City shall return, at is sole cost and expense, the Land to its condition immediately preceding any inspections conducted by the City If City determines that the Land is not suited for its purposes in its sole discretion, the City shall notify Seller in writing prior to the expiration of the Inspection Period, in which case the parties shall be released from each other in all matters herein, shall have no duty or liability one to another of any type or nature whatsoever and this Contract shall terminate.

10. **Property Lines.** Seller states that, to the best of Seller's knowledge, all buildings, driveways and other improvements on the Landare within its boundary lines. Also, no improvements on adjoining properties extend across the boundary lines of the Property.

11. **Risk of Loss.** Seller is responsible for any damage to the Land, except for normal wear and tear until the Closing.

12. **Effective Date, Approval and Cancellation of Contract.** This Contract shall be subject to funding and approval of the City Council of the City of Palm Bay. The purchase of the Land contemplated herein is subject to the approval by the City Council of the City of Palm Bay upon determination that the purchase is in the public interest. Such date of approval by the City Council of the City of Palm Bay shall be the Effective Date of this Contract. Should said funding and approval not be obtained, this Contract may be terminated without penalty and the parties shall be released from this Contract and have no further obligations to the other except for those that survive closing or early termination.

13. **Adjustments at Closing.** The City and Seller agree to adjust the following expenses as of the Closing date: rents, municipal water, stormwater or utility charges, sewer charges, taxes, interest on any mortgage to be assumed and insurance premiums. The City or Seller may require that any person with a claim or right affecting the Land be paid off from the proceeds of this sale.

14. **Possession.** At the Closing the City will be given sole and exclusive possession of the Land. No tenant will have any right to the Land unless otherwise agreed in this Contract.

15. **Complete Contract.** This Contract is the entire and only agreement between the City and Seller. This Contract replaces and cancels any previous agreements between the City and Seller. This Contract may only be changed by an

agreement in writing signed by both City and Seller. Seller states that Seller has not made any other Contract to sell the Land to anyone else, notwithstanding the previous sentence, Seller has the sole right and discretion to sell the Land in the event City terminates this Contract and may include that contingency in a contract for sale which may include the Land.

16. **No Broker Commissions.** The City is not responsible for any real estate broker commissions or fees in this transaction which may be due any current and active Florida licensed real estate broker as set forth in a separate contract for professional real estate broker services. Further, Seller shall be solely and exclusively responsible for any and all real estate broker commissions and/or fees that may be due, if any, to representatives retained by Seller in relation to the sale of the subject property described above and said commissions and/or fees shall be remitted by Seller outside of closing.

17. **Remedies Upon Default.**

a. If the purchase and sale of the Land contemplated hereby is not consummated in accordance with the terms and conditions of this Contract due to circumstances or conditions which constitute a default by the City hereunder, Seller's sole and exclusive remedies hereunder shall be termination of the contract and to have City pay to Seller any actual out of pocket expenses incurred by Seller due to City's default.

b. In the event of a default by Seller under the terms of this Contract that is first discovered by the City prior to the Closing and is not cured by Seller as provided hereunder, the City's sole and exclusive remedies hereunder shall be either to (i) terminate this Contract or (ii) seek specific performance of Seller's obligations under this Contract.

18. **Parties Liable.** This Contract is binding upon all parties who sign it and all who succeed to their rights and responsibilities. The signatories to this Contract represent that they have the authority to execute this Contract and bind the respective parties hereto as set forth in this Contract.

19. **Assignment.** This Contract shall not be assignable. Neither City nor the Seller shall have the right to assign this contract without the prior written consent of the other party, which consent shall not be unreasonably withheld.

20. **Notices.** Any notices, requests, demands, tenders and communications hereunder shall be in writing and may be served (i) by depositing same in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested; (ii) by recognized overnight, third party prepaid courier service (such as Federal Express); (iii) by delivering the same in person to such party; or (iv) by successful transmission by electronic mail or telecopy. Any notice or other

communication mailed as aforesaid shall be deemed effectively given (x) on the date and time of delivery if personally delivered or sent by electronic transmission or telecopy, (y) on the date and time delivered if sent by courier service, or (z) on the date and time indicated on the return receipt if mailed. Either party may change its address for notices by giving notice to the other as provided below.

The addresses for notices are as follows:

| | |
|---|---|
| If to the City: | Suzanne Sherman, City Manager<br>City of Palm Bay<br>120 Malabar Road SE<br>Palm Bay, Florida 32907 |
| With a copy to: | Patricia Smith, City Attorney<br>City of Palm Bay<br>120 Malabar Road SE<br>Palm Bay, Florida 32907 |
| If to Seller: | Benjamin E. Jefferies, Managing Member<br>WATERSTONE HOLDINGS, LLC<br>2040 HWY A1A Suite 207<br>Indian Harbour Beach, Florida 32937<br>ben@waterstonefla.com |
| With a copy to: | Lori Cardew-Lowers, Attorney<br>BYRD CAMPBELL, P.A.<br>180 Park Ave. North, Ste. 2A<br>Winter Park, Florida 32789<br>LCardew@ByrdCampbell.com |

21. **Additional Provisions.**

(a) The provisions of this Contract shall bind and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties. This Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida.

(b) If either party shall bring an action or proceeding (including any cross complaint, counter-claim or third party suit) against the other party in connection with this Contract, by reason of breach or alleged breach of any covenant, term or obligation hereunder, or otherwise arising out of this Contract, the prevailing party in any such action or proceeding shall be entitled to its costs and expenses of suit, including reasonably attorneys' fees at all trial and appellate levels. .

(c) Venue for any dispute shall be in the appropriate Court in and for Brevard County, Florida.

(d) The section headings herein contained are inserted for convenience of reference only and shall not be deemed to be a part of this Contract; they shall be ignored in construing this Contract. The fact that one of the parties may be deemed to have drafted or structured any provision hereof shall not affect the interpretation of this Contract and this Contract is the result of bona fide arm's length negotiations by and between the parties and, accordingly, the fact that one or another party drafted this Contract, or any part of it, shall not be considered in construing the particular provision either in favor of or against such party. Both parties have contributed substantially and materially to the drafting of this Contract.

(e) This Contract may be executed by the parties in any number of counterparts, each of which shall be deemed an original, and all such counterparts shall be deemed one and the same Contract. In the event this Contract is executed in counterparts, the effective date of this Contract shall be determined with reference to the date of the last execution of any of the counterparts.

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

**REMAINDER OF PAGE LEFT INTENTIONALLY BLANK**
**SIGNATURE PAGES TO FOLLOW**

**SIGNED AND AGREED:**

**SELLER**
**WATERSTONE HOLDINGS, LLC**

_____
By: Benjamin E. Jefferies, Managing Member
Date: 2/12/22

**WITNESSES:**

_____
Print Name: Joshua Cox

_____
Print Name: Ebony Essuman-Mensah

**STATE OF FLORIDA**
**COUNTY OF BREVARD**

The foregoing instrument was acknowledged before me ☒ personally or ☐ via electronic means this 12th day of Feb, 2022, by **Benjamin E. Jefferies** as **Managing Member** of **WATERSTONE HOLDINGS, LLC**, who is personally known to me or has produced FL Driver License as identification.

Stamp:

Notary Public State of Florida
Anjali Williams
My Commission HH 188293
Expires 10/18/2025

_____
Signature of Notary
Printed Name: Anjali Williams
My Commission Expires: 10/18/2025

Attest:

By: _____
Terese Jones, City Clerk

**CITY OF PALM BAY, a Florida municipal corporation**

By: _____
Suzanne Sherman, City Manager
Date: 3-7-2022

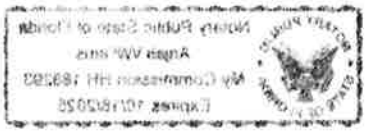

**EXHIBIT "A"**
**LEGAL DESCRIPTION BABCOCK W1 AND W3 (the Land)**

# BABCOCK W1

DESCRIPTION:

A 40 FOOT STRIP OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 3; THENCE RUN S89°42'39"E ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 3 FOR A DISTANCE OF 128.91 FEET TO THE WEST RIGHT OF WAY LINE OF BABCOCK STREET (A 100 FOOT WIDE RIGHT OF WAY); THENCE RUN N00°45'16"E ALONG THE WEST RIGHT OF WAY LINE OF SAID BABCOCK STREET FOR A DISTANCE OF 8.38 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN S89°52'38"W FOR A DISTANCE OF 40.00 FEET; THENCE RUN N00°45'16"E FOR A DISTANCE OF 291.92 FEET TO THE SOUTH RIGHT OF WAY LINE OF PROPOSED JOURNEY DRIVE (A 200 FOOT WIDE RIGHT OF WAY); THENCE RUN S89°42'39"E ALONG THE SOUTH RIGHT OF WAY LINE OF SAID PROPOSED JOURNEY DRIVE FOR A DISTANCE OF 40.00 FEET TO THE WEST RIGHT OF WAY LINE OF SAID BABCOCK STREET; THENCE RUN S00°45'16"W ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 291.63 FEET TO THE POINT OF BEGINNING; CONTAINING 0.268 ACRES, MORE OR LESS.

# BABCOCK W3

DESCRIPTION:

A 40 FOOT STRIP OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 3; THENCE RUN S89°42'39"E ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 3 FOR A DISTANCE OF 128.91 FEET TO THE WEST RIGHT OF WAY LINE OF BABCOCK STREET (A 100 FOOT WIDE RIGHT OF WAY); THENCE RUN N00°45'16"E ALONG THE WEST RIGHT OF WAY LINE OF SAID BABCOCK STREET FOR A DISTANCE OF 500.02 FEET TO THE NORTH RIGHT OF WAY LINE OF PROPOSED JOURNEY DRIVE (A 200 FOOT WIDE RIGHT OF WAY) AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN S89°42'39"W ALONG SAID NORTH RIGHT OF WAY LINE FOR A DISTANCE OF 40.00 FEET; THENCE RUN N00°45'16"E FOR A DISTANCE OF 1460.04 FEET; THENCE RUN S89°14'44"E FOR A DISTANCE OF 40.00 FEET TO THE WEST RIGHT OF WAY LINE OF SAID BABCOCK STREET; THENCE RUN S00°45'16"W ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 1459.71 FEET TO THE POINT OF BEGINNING; CONTAINING 1.341 ACRES, MORE OR LESS.

**EXHIBIT "B"**
**Special Warranty Deed**

Prepared By and Return to:
Lori Cardew-Lowers, Esq.
Byrd, Campbell, P.A.
180 Park Avenue North, Suite 2A
Winter Park, Florida 32789

## SPECIAL WARRANTY DEED

**THIS SPECIAL WARRANTY DEED** made and executed the ____ day of March, 2022, by **WATERSTONE HOLDINGS, LLC**, a Florida limited liability company, whose address is 2040 Highway A1A, Suite 207, Indian Harbour Beach, Florida 32937 (the "Grantor") to **CITY OF PALM BAY,** a Florida municipal corporation, whose address is 120 Malabar Road SE, Plam Bay, Florida 32907 (the "Grantee"):

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

**WITNESSETH**: That the Grantor, for and in consideration of the sum of $10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situate in Brevard County, Florida, described in Exhibit "A" attached hereto (the "Property"):

**TOGETHER** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**SUBJECT TO** those matters set forth on the attached Exhibit "B" to the extent in existence, valid and affecting the Property (collectively, the Permitted Exceptions").

**TO HAVE AND TO HOLD**, the Property, unto Grantee, its successors, legal representatives and assigns forever, and Grantor does hereby bind itself and its successors, legal representatives and assigns to WARRANT AND FOREVER DEFEND all and singular the Real Property unto Grantee and its successors, legal representatives and assigns against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise, subject to the Permitted Exceptions.

**AND** Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; and

Grantor hereby specially warrants the title to the Property subject to the matters referenced above, and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but not otherwise.

IT IS UNDERSTOOD AND AGREED THAT GRANTOR DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY AND THE IMPROVEMENTS LOCATED THEREON; INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR REPRESENTATIONS AS TO MATTERS OF TITLE (OTHER THAN GRANTOR'S WARRANTY OF TITLE AS SET FORTH IN THIS SPECIAL WARRANTY DEED). WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GRANTEE HEREBY FURTHER ACKNOWLEDGES AND AGREES THAT WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED FROM THE TRANSACTION CONTEMPLATED HEREBY, AS ARE ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. GRANTEE BY ACCEPTANCE OF THIS SPECIAL WARRANTY DEED ACKNOWLEDGES AND AGREES THAT GRANTEE HAS THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY THE GRANTEE IN ORDER TO ENABLE GRANTEE TO EVALUATE THE PURCHASE OF THE PROPERTY, AND THAT GRANTEE IS PURCHASING THE PROPERTY ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS" BASIS, AND THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS COLLATERAL TO OR AFFECTING THE PROPERTY TO GRANTEE BY GRANTOR OR ANY THIRD PARTY (OTHER THAN AS SET FORTH IN THE PURCHASE AND SALE AGREEMENT BETWEEN GRANTOR AND GRANTEE AND IN OTHER DOCUMENTS DELIVERED TO GRANTEE IN CONNECTION WITH THE CLOSING). GRANTEE HEREBY ASSUMES ALL RISK (AND AGREES THAT SELLER SHALL NOT BE LIABLE TO GRANTEE (OR ITS SUCCESSORS AND ASSIGNS) FOR ANY SPECIAL DIRECT, INDIRECT, CONSEQUENTIAL, OR OTHER DAMAGES RESULTING OR ARISING FROM OR RELATING TO THE OWNERSHIP, USE, CONDITION, LOCATION, MAINTENANCE, REPAIR, OR OPERATION OF THE PROPERTY (OTHER THAN AS SET FORTH IN THE PURCHASE AND SALE AGREEMENT BETWEEN GRANTOR AND GRANTEE AND IN OTHER DOCUMENTS DELIVERED TO GRANTEE IN CONNECTION WITH THE CLOSING). THE TERMS AND CONDITIONS OF THIS PARAGRAPH SHALL EXPRESSLY SURVIVE CLOSING OF THIS TRANSACTION AND THE RECORDATION OF THIS SPECIAL WARRANTY DEED.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; NEXT PAGE IS SIGNATURE PAGE]

**IN WITNESS WHEREOF** the Grantor has caused these presents to be executed the day and year first above written.

Signed, sealed and delivered
in the presence of:

**WATERSTONE HOLDINGS, LLC,** a Florida limited liability company

By:_____
Benjamin E. Jefferies, its Managing Member

_____
Print Name:_____

_____
Print Name:_____

STATE OF FLORIDA )
) ss:
COUNTY OF BREVARD )

The foregoing instrument was acknowledged before me this ____ day of March, 2022, by Benjamin E. Jefferies as Managing Member of Waterstone Holdings, LLC, a Florida limited liability company, on behalf of the company by means of ☐ physical presence or ☐ online notarization. He/She is personally known to me or has produced _____ as identification.

[NOTARIAL SEAL]

Notary: _____
Print Name: _____
Notary Public, State of _____
My commission expires:_____

**EXHIBIT "A"**
**LEGAL DESCRIPTION**

# BABCOCK W1

DESCRIPTION:

A 40 FOOT STRIP OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 3; THENCE RUN S89°42'39"E ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 3 FOR A DISTANCE OF 128.91 FEET TO THE WEST RIGHT OF WAY LINE OF BABCOCK STREET (A 100 FOOT WIDE RIGHT OF WAY); THENCE RUN N00°45'16"E ALONG THE WEST RIGHT OF WAY LINE OF SAID BABCOCK STREET FOR A DISTANCE OF 8.38 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN S89°52'38"W FOR A DISTANCE OF 40.00 FEET; THENCE RUN N00°45'16"E FOR A DISTANCE OF 291.92 FEET TO THE SOUTH RIGHT OF WAY LINE OF PROPOSED JOURNEY DRIVE (A 200 FOOT WIDE RIGHT OF WAY); THENCE RUN S89°42'39"E ALONG THE SOUTH RIGHT OF WAY LINE OF SAID PROPOSED JOURNEY DRIVE FOR A DISTANCE OF 40.00 FEET TO THE WEST RIGHT OF WAY LINE OF SAID BABCOCK STREET; THENCE RUN S00°45'16"W ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 291.63 FEET TO THE POINT OF BEGINNING; CONTAINING 0.268 ACRES, MORE OR LESS.

# BABCOCK W3

DESCRIPTION:

A 40 FOOT STRIP OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 30 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 3; THENCE RUN S89°42'39"E ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 3 FOR A DISTANCE OF 128.91 FEET TO THE WEST RIGHT OF WAY LINE OF BABCOCK STREET (A 100 FOOT WIDE RIGHT OF WAY); THENCE RUN N00°45'16"E ALONG THE WEST RIGHT OF WAY LINE OF SAID BABCOCK STREET FOR A DISTANCE OF 500.02 FEET TO THE NORTH RIGHT OF WAY LINE OF PROPOSED JOURNEY DRIVE (A 200 FOOT WIDE RIGHT OF WAY) AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE RUN S89°42'39"W ALONG SAID NORTH RIGHT OF WAY LINE FOR A DISTANCE OF 40.00 FEET; THENCE RUN N00°45'16"E FOR A DISTANCE OF 1460.04 FEET; THENCE RUN S89°14'44"E FOR A DISTANCE OF 40.00 FEET TO THE WEST RIGHT OF WAY LINE OF SAID BABCOCK STREET; THENCE RUN S00°45'16"W ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 1459.71 FEET TO THE POINT OF BEGINNING; CONTAINING 1.341 ACRES, MORE OR LESS.

**EXHIBIT "B"**
**PERMITTED EXCEPTIONS**

E Title Services, LLC
5815 Highway 1
Suite 1
Rockledge, FL 32955
(321) 450-4770

ALTA Combined Settlement Statement

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 2022-1280 | **Property** | vacant land<br>Palm Bay, FL 00000 | **Settlement Date** | 03/18/2022 |
| **Prepared:** | 03/16/2022 | | | **Disbursement Date** | 03/18/2022 |
| **Closer:** | Stacy Vollenweider | **Buyer** | City of Palm Bay, a Florida municipal corporation<br>120 Malabar Road SE<br>Palm Bay, FL 32907 | | |
| | | **Seller** | Cypress Bay Farms, LLC, a Florida limited liability company<br>2040 Hwy A1A<br>Suite 207<br>Indian Harbour Beach, FL 32937 | | |
| | | **Lender** | | | |

| Seller | | | Buyer | |
|---|---|---|---|---|
| **Debit** | **Credit** | | **Debit** | **Credit** |
| | | **Primary Charges & Credits** | | |
| | $323,000.00 | Sales Price of Property | $323,000.00 | |
| | | | | |
| | | **Loan Charges** | | |
| $4.75 | | Electronic Recording Fee to E Title Services, LLC | $4.75 | |
| | | | | |
| | | **Government Recording and Transfer Charges** | | |
| | | Recording Fees | $52.50 | |
| | | ---Deed: $52.50 | | |
| | | Documentary Stamp Tax (State Deed Taxes) to Clerk of the Circuit Court | $2,261.00 | |
| $10.00 | | Record LLC Affidavit to Clerk of the Circuit Court | | |
| | | | | |
| | | **Title Charges** | | |
| $350.00 | | Title - Settlement Fee to E Title Services, LLC | $99.00 | |
| | | Title Search Fee to PropertyInfo Corp - NPS SE | $85.00 | |
| | | Title - Owner's Title Policy to Stewart Title Guaranty Company | $1,690.00 | |
| | | | | |
| | | **Miscellaneous Charges** | | |
| | | City Lien Report - #3000206 to City of Palm Bay, a Florida municipal corporation | $60.00 | |
| | | City Lien Report - #3000210 to City of Palm Bay, a Florida municipal corporation | $60.00 | |

| Seller | | | Buyer | |
|---|---|---|---|---|
| **Debit** | **Credit** | | **Debit** | **Credit** |
| **$364.75** | **$323,000.00** | **Subtotals** | **$327,312.25** | **$0.00** |
| | | Due from Buyer | | $327,312.25 |
| $322,635.25 | | Due to Seller | | |
| **$323,000.00** | **$323,000.00** | **Totals** | **$327,312.25** | **$327,312.25** |

**Acknowledgement**

We/I have carefully reviewed the Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the Settlement Statement.
We/I authorize E Title Services, LLC to cause the funds to be disbursed in accordance with this statement.

City of Palm Bay, a Florida municipal corporation

By: _____
Suzanne Sherman, as City Manager — Date

Cypress Bay Farms, LLC, a Florida limited liability company

By: _____
Benjamin E. Jefferies, as Manager and Member — Date

_____
Settlement Agent — Date

E Title Services, LLC
5815 Highway 1
Suite 1
Rockledge, FL 32955
(321) 450-4770

ALTA Combined Settlement Statement

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 2022-1281 | **Property** | VACANT LAND<br>Palm Bay, FL 00000 | **Settlement Date** | 03/18/2022 |
| **Prepared:** | 03/16/2022 | | | **Disbursement Date** | 03/18/2022 |
| **Closer:** | Stacy Vollenweider | **Buyer** | City of Palm Bay, a Florida municipal corporation<br>120 Malabar Road SE<br>Palm Bay, FL 32907 | | |
| | | **Seller** | Waterstone Holdings, LLC, a Florida limied liability company<br>2040 Highway A1A<br>Suite 207<br>Indian Harbour Beach, FL 32937 | | |
| | | **Lender** | | | |

| Seller | | | Buyer | |
|---|---|---|---|---|
| **Debit** | **Credit** | | **Debit** | **Credit** |
| | | **Primary Charges & Credits** | | |
| | $240,000.00 | Sales Price of Property | $240,000.00 | |
| | | | | |
| | | **Loan Charges** | | |
| $4.75 | | Electronic Recording Fee to E Title Services, LLC | $4.75 | |
| | | | | |
| | | **Government Recording and Transfer Charges** | | |
| | | Recording Fees | $44.00 | |
| | | ---Deed: $44.00 | | |
| | | Documentary Stamp Tax (State Deed Taxes) to Clerk of the Circuit Court | $1,680.00 | |
| $10.00 | | Record LLC Affidavit to Clerk of the Circuit Court | | |
| | | | | |
| | | **Title Charges** | | |
| $350.00 | | Title - Settlement Fee to E Title Services, LLC | $99.00 | |
| | | Title Search Fee to PropertyInfo Corp - NPS SE | $85.00 | |
| | | Title - Owner's Title Policy to Stewart Title Guaranty Company | $1,275.00 | |
| | | | | |
| | | **Miscellaneous Charges** | | |
| | | City Lien Report - #3000215 to City of Palm Bay, a Florida municipal corporation | $60.00 | |

| Seller | | | Buyer | |
|---|---|---|---|---|
| **Debit** | **Credit** | | **Debit** | **Credit** |
| **$364.75** | **$240,000.00** | **Subtotals** | **$243,247.75** | **$0.00** |
| | | Due from Buyer | | $243,247.75 |
| $239,635.25 | | Due to Seller | | |
| **$240,000.00** | **$240,000.00** | **Totals** | **$243,247.75** | **$243,247.75** |

**Acknowledgement**

We/I have carefully reviewed the Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the Settlement Statement.
We/I authorize E Title Services, LLC to cause the funds to be disbursed in accordance with this statement.

City of Palm Bay, a Florida municipal corporation

By: _____
Suzanne Sherman, as City Manager Date

Waterstone Holdings, LLC, a Florida limied liability company

By: _____
Benjamin E. Jefferies, as Manager & Member Date

_____
Settlement Agent Date

**FIRST AMENDMENT OF CONTRACT**
**FOR SALE OF REAL ESTATE**
**CYRESS BAY FARMS**

**THIS FIRST AMENDMENT OF CONTRACT FOR SALE OF REAL ESTATE** (the "**First Amendment**") is made as of this 30th day of March 2022, by and between **CYPRESS BAY FARMS, LLC,** Florida limited liability company ("**Seller**") and **CITY OF PALM BAY**, a Florida municipal corporation ("**Buyer**").

**R E C I T A L S**

**WHEREAS,** Seller and Buyer have entered in that certain Contract for Sale of Real Estate effectively dated as of March 7, 2022, (the "Original Contract"); and

**WHEREAS**, Seller has timely been prepared to Close the contemplated sale pursuant to the terms of the Original Contract on March 10, 2022 (the "Closing Date");

**WHEREAS**, Buyer had requested an extension to the Closing Date to March 18, 2022 and Seller had granted said extension and was prepared to close the sale on March 18, 2022;

**WHEREAS**, Buyer was not prepared to close the sale on March 18, 2022;

**WHEREAS**, Buyer and Seller desire to now schedule a new closing date;

**WHEREA**, Buyer and Seller desire to comply with Florida Statute 201.01 whereas Seller shall pay for documentary stamps affixed to the deed of conveyance; and

**WHEREAS**, Buyer and Seller have agreed to amend the Original Contract as though the Original Contract has not expired or terminated, as set forth herein.

**NOW, THEREFORE,** in consideration of the mutual covenants and agreements of the parties herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree, covenant, consent and approve as follows:

1. **Defined Terms.** All capitalized terms used herein and not otherwise defined shall have the same meanings as set forth in the Contract.

2. **First Amendment.** The Original Contract is hereby amended to modify certain terms and conditions of the Contract.

3. **Time and Place of Closing**. Buyer and Seller hereby agreed to extend the Closing Date and hereby agree to delete Paragraph 3 of the Original Contract in its entirety and replace Paragraph 3 as follows:

**Time and Place of Closing.** The Closing date shall occur on or before _____ ___, 2022 (the "Closing Date"). Both parties will fully cooperate in order for the Closing to be fully accomplished, on or before the Closing Date. The Closing will be held at Escrow Agent's office as designated by the City of Palm Bay and by means of United States Mail as necessary with the following contact address for Seller: 2040 Hwy A1A, Suite 207, Indian Harbour Beach, FL 32937.

Time is of the essence in the performance of this Contract. The parties agree that they shall diligently and expeditiously pursue their respective obligations set forth in this Contract.

4. **Closing.** Buyer and Seller agree to amend Paragraph 5 of the Original Contract as follows:

   5.(a) Seller shall pay for the cost and recording of any corrective title instruments. Seller shall pay for the costs of State documentary stamps affixed to the deed of conveyance.

5. **Execution.** This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all which counterparts shall constitute the same instrument, which may be sufficiently evidenced by one counterpart. Execution of this First Amendment at different times and places by the parties shall not affect the validity thereof so long as all parties hereto execute a counterpart of this First Amendment.

6. **Conflict.** In the event of a conflict between the terms and conditions of this First Amendment and any previous amendments, the terms and conditions of this First Amendment shall supersede any previous amendments.

7. **Effect.** This First Amendment shall become effective upon the execution by both Seller and Buyer. Except as set forth herein, the terms and conditions of the Contract shall remain in full force and effect and unmodified.

EXECUTED as of the date first above written.

[SIGNATURES ON FOLLOWING PAGE]

**SELLER:**
**CYPRESS BAY FARMS, LLC**

_____
Benjamin E. Jefferies, Managing Member

**BUYER:**

**CITY OF PALM BAY,**
a Florida municipal corporation

By: _____

Print Name:_____

**FIRST AMENDMENT OF CONTRACT**
**FOR SALE OF REAL ESTATE**
**WATERSTONE HOLDINGS**

**THIS FIRST AMENDMENT OF CONTRACT FOR SALE OF REAL ESTATE** (the "**First Amendment**") is made as of this 30th day of March 2022, by and between **WATERSTONE HOLDINGS, LLC,** Florida limited liability company ("**Seller**") and **CITY OF PALM BAY**, a Florida municipal corporation ("**Buyer**").

**R E C I T A L S**

**WHEREAS,** Seller and Buyer have entered in that certain Contract for Sale of Real Estate effectively dated as of March 7, 2022, (the "Original Contract"); and

**WHEREAS**, Seller has timely been prepared to Close the contemplated sale pursuant to the terms of the Original Contract on March 10, 2022 (the "Closing Date");

**WHEREAS**, Buyer had requested an extension to the Closing Date to March 18, 2022 and Seller had granted said extension and was prepared to close the sale on March 18, 2022;

**WHEREAS**, Buyer was not prepared to close the sale on March 18, 2022;

**WHEREAS**, Buyer and Seller desire to now schedule a new closing date;

**WHEREA**, Buyer and Seller desire to comply with Florida Statute 201.01 whereas Seller shall pay for documentary stamps affixed to the deed of conveyance; and

**WHEREAS**, Buyer and Seller have agreed to amend the Original Contract as though the Original Contract has not expired or terminated, as set forth herein.

**NOW, THEREFORE,** in consideration of the mutual covenants and agreements of the parties herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree, covenant, consent and approve as follows:

1. **Defined Terms.** All capitalized terms used herein and not otherwise defined shall have the same meanings as set forth in the Contract.

2. **First Amendment.** The Original Contract is hereby amended to modify certain terms and conditions of the Contract.

3. **Time and Place of Closing**. Buyer and Seller hereby agreed to extend the Closing Date and hereby agree to delete Paragraph 3 of the Original Contract in its entirety and replace Paragraph 3 as follows:

**Time and Place of Closing.** The Closing date shall occur on or before _____ ___, 2022 (the "Closing Date"). Both parties will fully cooperate in order for the Closing to be fully accomplished, on or before the Closing Date. The Closing will be held at Escrow Agent's office as designated by the City of Palm Bay and by means of United States Mail as necessary with the following contact address for Seller: 2040 Hwy A1A, Suite 207, Indian Harbour Beach, FL 32937.

Time is of the essence in the performance of this Contract. The parties agree that they shall diligently and expeditiously pursue their respective obligations set forth in this Contract.

4. **Closing.** Buyer and Seller agree to amend Paragraph 5 of the Original Contract as follows:

   5.(a) Seller shall pay for the cost and recording of any corrective title instruments. Seller shall pay for the costs of State documentary stamps affixed to the deed of conveyance.

5. **Execution.** This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all which counterparts shall constitute the same instrument, which may be sufficiently evidenced by one counterpart. Execution of this First Amendment at different times and places by the parties shall not affect the validity thereof so long as all parties hereto execute a counterpart of this First Amendment.

6. **Conflict.** In the event of a conflict between the terms and conditions of this First Amendment and any previous amendments, the terms and conditions of this First Amendment shall supersede any previous amendments.

7. **Effect.** This First Amendment shall become effective upon the execution by both Seller and Buyer. Except as set forth herein, the terms and conditions of the Contract shall remain in full force and effect and unmodified.

EXECUTED as of the date first above written.

[SIGNATURES ON FOLLOWING PAGE]

**SELLER:**
**WATERSTONE HOLDINGS, LLC**

_____
Benjamin E. Jefferies, Managing Member

**BUYER:**

**CITY OF PALM BAY,**
a Florida municipal corporation

By: _____

Print Name:_____

# LEGISLATIVE MEMORANDUM

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

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

**THRU:** **Mariano Augello, Chief of Police**

**DATE:** **4/7/2022**

**RE:** **Consideration of the 2022 Interlocal Agreement for Law Enforcement Services with the City of Melbourne for Florida Avenue, Palm Bay Road, and Babcock Street.**

Attached is the 2022 Interlocal Agreement for Law Enforcement Services between the City of Palm Bay and the City of Melbourne with respect to law enforcement activity for the boarding paved roadways of Florida Ave, Palm Bay Road, and Babcock Street. Pursuant to the power and authority of their respective Charters and Home Rule powers pursuant to Article VIII, Section 2, Florida Constitution of 1968, as implemented by Section 166.021, Florida Statutes, and Section 166.0495, Florida Statutes, both parties enter into this Agreement which outlines areas the entities will serve as the primary or secondary jurisdiction, as well as the financial responsibilities of the cities based upon this agreement. This is a five-year agreement which will be effective from June 1, 2022, with an expiration date of June 1, 2027.

**REQUESTING DEPARTMENT:**
Police Department

**FISCAL IMPACT:**
There is no fiscal impact. Both parties shall bear the risk of their employees, agents, representatives and officers regarding any action or inaction taken as it relates to the duties, rights, responsibilities and operations as contemplated in this Agreement. Both parties are required to provide insurance for their employees which is an annual budget expenditure for the City of Palm Bay. Provisions are also provided in the Agreement for the City of Palm Bay to recuperate funds for expenses related to traffic homicide investigations that occur within areas primarily assigned to the City of Melbourne.

**RECOMMENDATION:**
Motion to approve and authorize City Manager to execute the 2022 Interlocal Agreement for Law Enforcement Services with the City of Melbourne for Florida Ave, Palm Bay Road, and Babcock Street.

**ATTACHMENTS:**

**Description**

**2022 Interlocal Agreement for Law Enforcement Services with the City of Melbourne for Florida Ave, Palm Bay Road, and Babcock Street**

Return to:
City Clerk
City of Melbourne
900 East Strawbridge Avenue
Melbourne, Florida 32901

# INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT SERVICES
## (Florida Avenue, Palm Bay Road and Babcock Street)

**THIS AGREEMENT**, made this _____ day of _____, 2022, by and between the CITY OF MELBOURNE, a Florida Municipal Corporation (hereinafter "MELBOURNE"), and CITY OF PALM BAY, a Florida Municipal Corporation (hereinafter "PALM BAY").

RECITALS:

WHEREAS, Section 166.0495, Florida Statutes, authorizes municipalities to enter into interlocal agreements to provide law enforcement services within the boundaries of adjoining municipalities within the same county; and

WHEREAS, MELBOURNE and PALM BAY have adjoining, abutting boundaries and are all situated within Brevard County, Florida; and

WHEREAS, the right-of-way of portions of Florida Avenue between Lipscomb Street and the eastern end of Florida Avenue, which is a cul-de-sac located slightly east of a roadway known as James Street in MELBOURNE and Northview Street, N.E., in PALM BAY, and slightly west of the Florida East Coast Railway, meanders and encroaches in and upon portions of MELBOURNE and PALM BAY; and

WHEREAS, the right-of way of portions of County Road 516, commonly known as Palm Bay Road, and of State Road 507, commonly known as Babcock Street, meander and encroach in and upon portions of MELBOURNE and PALM BAY; and

WHEREAS, there is public misconception that Florida Avenue, east of Babcock Street, and that Babcock Street are located entirely within the city limits of MELBOURNE and that Palm Bay Road is located entirely within the city limits of PALM BAY; and

WHEREAS, in fact, portions of the paved roadway of Florida Avenue, Palm Bay Road and Babcock Street extend into the corporate limits of both MELBOURNE and PALM BAY; and

WHEREAS, the extension of the paved portions of Florida Avenue, Palm Bay Road and Babcock Street into the two jurisdictions creates difficulty in determining the jurisdiction of the specific law enforcement agencies to handle law enforcement matters that occur upon the paved portions of such streets; and

WHEREAS, the confusion in determining the proper law enforcement entity to have and exercise jurisdiction has created confusion among the two jurisdictions, as well as among citizens; and

WHEREAS, jurisdictional questions have created problems in Court when enforcement action has been taken; and

WHEREAS, law enforcement officers, as well as citizens, have complained about such confusion; and

WHEREAS, on occasion, the determination of the proper authority to exercise police powers has been mistakenly made; and

WHEREAS, in order to remedy this confusion amongst citizens MELBOURNE and PALM BAY previously entered into successive five (5) year interlocal agreements; and

WHEREAS, both MELBOURNE and PALM BAY have deemed that the prior five (5) year interlocal agreements were advantageous to expedient and orderly policing in each respective jurisdiction; and

WHEREAS, MELBOURNE and PALM BAY agree to consolidate and renew the terms of the prior interlocal agreements as set forth below in this Agreement; and

WHEREAS, MELBOURNE and PALM BAY recognize the benefits to the citizens of their respective political subdivisions by this Agreement; and

WHEREAS, MELBOURNE and PALM BAY enter into this Agreement pursuant to the power and authority of their respective Charters and Home Rule powers pursuant to Article VIII, Section 2, Florida Constitution of 1968, as implemented by Section 166.021, Florida Statutes, and Section 166.0495, Florida Statutes; and

WHEREAS, on _____, 2022, the City Council of the City of Melbourne considered this Agreement and approved it in public session; and

WHEREAS, on _____, 2022, the City Council of the City of Palm Bay considered this Agreement and approved it in public session.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, MELBOURNE and PALM BAY (hereinafter referred to collectively as the "Parties" or singularly as the "Party") agree as follows:

1. The above recitals are true and correct and are hereby adopted, incorporated into and made an integral part of this Agreement.

2. *Definitions*. For purposes of this Agreement, the following terms shall be defined as set forth below:

"Law enforcement activities" as used in this Agreement include and are limited to traffic enforcement under the Florida Uniform Traffic Control Act, Chapter 316, Florida Statutes;

enforcement of Florida criminal statutes; and enforcement of offenses and matters under other Florida Statutes, all as amended or superseded from time to time.

"Primary jurisdiction" shall mean the law enforcement organization that has original jurisdiction on a specifically referenced street pursuant to this Agreement and assumes full responsibility for law enforcement on such specifically referenced street. Primary jurisdiction shall mean the same as original jurisdiction.

"Secondary jurisdiction" shall mean the law enforcement organization that is requested to assume law enforcement responsibility by the primary jurisdiction entity for calls for police service on a specifically referenced street pursuant to this Agreement. Concurrent jurisdiction shall mean the same as secondary jurisdiction.

3. *Declaration of Primary Jurisdiction.*

a) *Florida Avenue.* Commencing on June 1, 2022, the Parties hereto agree that MELBOURNE shall have primary jurisdiction for all law enforcement activities that occur on the paved portions of Florida Avenue between Lipscomb Street and the eastern end of Florida Avenue, which is a cul-de-sac located slightly east of a roadway known as James Street, in MELBOURNE and Northview Street, N.E., in PALM BAY, and slightly west of the Florida East Coast Railway, and to the north of Florida Avenue. Such primary jurisdiction shall include the intersection of Florida Avenue and Lipscomb Street.

b) *Palm Bay Road.* Commencing on June 1, 2022, the Parties agree that PALM BAY shall have primary jurisdiction for all law enforcement activities that occur on the paved portions of County Road 516, commonly known as Palm Bay Road. Such primary jurisdiction shall include the intersection with Babcock Street.

c) *Babcock Street.* Commencing on June 1, 2022, the Parties agree that MELBOURNE shall have primary jurisdiction for all law enforcement activities that occur on the paved portions of State Road 507, commonly known as Babcock Street. Such primary jurisdiction shall begin at the north lateral line of the intersection of Palm Bay Road and extend northward to the MELBOURNE municipal boundaries.

4. *Transfer of Primary Authority for Law Enforcement Activity*.

a) *Florida Avenue.* The Parties agree and understand that the areas for which MELBOURNE will accept, assume and undertake law enforcement jurisdiction includes only the paved portions of Florida Avenue, and any areas to the north of Florida Avenue, to which PALM BAY hereby transfers and relinquishes its primary law enforcement authority and jurisdiction to MELBOURNE. PALM BAY does not relinquish its primary law enforcement authority, and MELBOURNE does not accept such authority, upon and within those areas south of an imaginary line that runs parallel to the south side of the paved portion of Florida Avenue where it intersects with PALM BAY municipal boundaries.

b) *Palm Bay Road.* The Parties agree and understand that the areas for which PALM BAY will accept, assume and undertake law enforcement jurisdiction includes only the paved portions of Palm Bay Road to which MELBOURNE hereby transfers and relinquishes its primary law-enforcement authority and jurisdiction to PALM BAY. MELBOURNE does not relinquish its law enforcement authority and PALM BAY does not accept such authority upon and within those areas north of a lateral line that runs parallel to the north side of the paved portion of Palm Bay Road where it intersects with MELBOURNE municipal boundaries.

c) *Babcock Street.* The Parties agree and understand that the areas for which MELBOURNE will accept, assume and undertake law enforcement jurisdiction includes only the

paved portion of Babcock Street to which PALM BAY hereby transfers and relinquishes its primary law enforcement authority and jurisdiction to MELBOURNE. PALM BAY does not relinquish its law enforcement authority and MELBOURNE does not accept such authority upon and within those areas east and west of a lateral line that runs parallel to the east and west side of the paved portion of Babcock Street where it intersects with PALM BAY municipal boundaries.

5. *Secondary Authority*. Each Party to this agreement shall have secondary jurisdiction responsibilities within its own corporate limits along the paved portions of Florida Avenue, Palm Bay Road and Babcock Street that are subject to the transfer of law enforcement activities pursuant to this Agreement. Each Party with secondary jurisdiction is authorized but shall not be required, to take any law enforcement action it deems proper and necessary in the event that the Party with primary jurisdiction cannot respond to a particular situation in the event of operational constraints. During the term of the Agreement, the Parties agree that in the event PALM BAY cannot respond due to unit unavailability, PALM BAY may request MELBOURNE to respond to calls for service on the paved portion of Palm Bay Road that is subject to the transfer of law enforcement activities pursuant to this Agreement. In the event MELBOURNE cannot respond due to unit unavailability, MELBOURNE may request PALM BAY to respond to calls for service on the paved portion of Babcock Street or Florida Avenue, as the case may be, that is subject to the transfer of law enforcement activities pursuant to this Agreement. Nothing herein shall be construed or interpreted to create any duty upon any Party to assume secondary jurisdiction.

6. *Temporary Authority of First Responders at Scenes of Primary Jurisdiction*. If MELBOURNE is first to arrive at a scene within the paved portion of Palm Bay Road that is subject to the transfer of law enforcement activities pursuant to this Agreement and if law

enforcement action is required, MELBOURNE shall assume jurisdiction and law enforcement responsibility of the situation until PALM BAY can arrive at the scene and assume original jurisdiction as contemplated by this Agreement. If PALM BAY is first to arrive at a scene within the paved portion of Babcock Street or Florida Avenue, as the case may be, that is subject to the transfer of law enforcement activities pursuant to this Agreement, and if law enforcement action is required, PALM BAY shall assume jurisdiction and law enforcement responsibility of the situation until MELBOURNE can arrive at the scene and assume original jurisdiction as contemplated by this Agreement.

7. *Statutory Authority.* This Agreement is entered into by the Parties pursuant to Section 163.01 and 166.0495, Florida Statutes.

8. *Expiration and Termination.* Unless otherwise provided by the terms of this Agreement, or unless otherwise agreed to by the Parties, this Agreement shall terminate on June 1, 2027. During the term of this Agreement, any Party to this Agreement may at any time determine that further participation in this Agreement is not in the public interest and may unilaterally terminate its further participation in, responsibility for, or receipt of benefit(s) with regard to, this Agreement by recording in the Official Records Book of the Public Records of Brevard County, Florida, a resolution terminating, effective on a date certain, its participation in this Agreement. The termination of participation shall not become effective for at least sixty (60) days after the adoption of said resolution *and* written notice to the Party not adopting the resolution. However, either of the Parties hereto may request that the terms of this Agreement be reconsidered and renegotiated at any time during the term of this Agreement. Should any Party to this Agreement desire to reconsider or renegotiate any of the terms herein, it shall inform the other

Party hereto of its desire to enter into discussions to do so and arrange a meeting for such purposes. All Parties concerned shall then negotiate in good faith.

9. *Insurance and Costs*. The Parties hereto shall bear the risk of their employees, agents, representatives and officers regarding any action or inaction taken as it relates to the duties, rights, responsibilities and operations as contemplated in this Agreement. The Parties hereto shall obtain and provide insurance policies for coverage and in the amounts they deem appropriate and, if insurance is obtained, shall provide a letter from its insurance carrier authorizing it to act pursuant to this Agreement, and indicating that there will be no lapse in its insurance coverage either on employees, vehicles, or liability. If a Party is self-insured, its file shall contain a copy of a resolution authorizing its self-insurance program. A copy of the insurance carrier's letter or the resolution of self-insurance shall be attached to the executed copy of this Agreement. Except as to incidents of traffic homicide, the mutual exchange of services provided by the Parties hereto shall be performed without cost or charge to the other Parties. With respect to costs incurred by PALM BAY during the conduct of a traffic homicide incident and investigation, when such traffic homicide incident occurs within the jurisdiction of MELBOURNE, PALM BAY shall be entitled to recover its costs associated with the traffic homicide incident and investigation from MELBOURNE in whose jurisdiction the traffic homicide incident originated. With respect to costs incurred by MELBOURNE during the conduct of traffic homicide incident and investigation, when such traffic homicide incident occurs within the jurisdiction of PALM BAY, MELBOURNE shall be entitled to recover its costs associated with the traffic homicide incident and investigation from PALM BAY in whose jurisdiction the traffic homicide incident originated.

10. *Liability for Employees/Agents*. Each Party shall bear responsibility for any injury or loss caused by its agents, representatives, officials, employees or volunteers [hereinafter,

collectively, "Agents"] while such Agents are acting outside the Party's respective jurisdiction. In no event shall either Party's liability for damages exceed the monetary limits, or the type of damages recoverable, under section 768.28, Florida Statutes, as that section may be amended from time to time.

11. *Independent Contractors*. The Parties are independent contractors of one another. It is specifically understood and agreed to by and between the Parties hereto that a material provision in this Agreement is that the relationship between the Parties, is one in which PALM BAY and its police officers are independent contractors of MELBOURNE, and not agents, employees, joint ventures, or other partners of MELBOURNE, and not entitled to any benefits from MELBOURNE. It is specifically understood and agreed to by and between the Parties hereto that a material provision in this Agreement is that the relationship between the Parties, is one in which MELBOURNE and its police officers are independent contractors of PALM BAY, and not agents, employees, joint ventures, or other partners of PALM BAY, and not entitled to any benefits from PALM BAY. Nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute PALM BAY or its police officers, or any of PALM BAY'S respective agents, volunteers, or employees to be the agent, employee, partner, or representative of MELBOURNE. Nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute MELBOURNE or its police officers, or any of MELBOURNE'S respective agents, volunteers, or employees to be the agent, employee, partner, or representative of PALM BAY.

12. *Severability*. If any section or portion of this Agreement is held invalid by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Agreement.

13. *Effective Date*. This Agreement shall become effective upon filing with the Clerk of the Court of Brevard County pursuant to Section 163.01(11), Florida Statutes.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the dates set forth below.

| | |
|---|---|
| CITY OF MELBOURNE,<br>a Florida Municipal Corporation | CITY OF PALM BAY,<br>a Florida Municipal Corporation |
| By: _____<br>Shannon M. Lewis<br>City Manager | By: _____<br>Suzanne Sherman<br>City Manager |
| DATE:_____ | DATE:_____ |
| ATTEST: | ATTEST: |
| _____<br>Kevin McKeown, City Clerk | _____<br>Terese Jones, City Clerk |

Attachment: Statement of Insurance

The City of Palm Bay Florida

# LEGISLATIVE MEMORANDUM

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

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

**THRU:** **Leslie Hoog, Fire Chief**

**DATE:** **4/7/2022**

**RE:** **Consideration of reallocating previously approved funding from the purchase of a brush truck to the purchase of a fire engine for Fire Station 2 ($38,000).**

On January 6, 2022, City Council approved funding from undesignated fund balance in the amount of $140,000 for the purchase of a brush truck for Fire Station 2, and $570,000 for the purchase of a fire engine for Fire Station 2.

The cost of the Fire Engine has increased by $38,000, bringing the new total to $608,000. However, there will be sufficient savings from the cost of the brush truck to cover the increase in the cost to acquire the fire engine. Fire is requesting Council's consideration to reallocate $38,000 from the Brush Truck, Project # 22FD06, to the Fire Engine, Project #22FD04.

**REQUESTING DEPARTMENT:**
Fire Department

**FISCAL IMPACT:**
Move $38,000.00 from account number 521-7070-519-6403 to account number 521-7070-519-6405

**RECOMMENDATION:**
Motion to authorize the reallocation of $38,000 in previously approved funding from the purchase of a brush truck to the purchase of a fire engine for Fire Station 2. Funding in the amount of $140,000 for the brush truck will be appropriated with the approval of Budget Amendment #2.

**ATTACHMENTS:**

**Description**

**Budget Transfer Request**

# Budget Transfer Request Form

**Requesting Department/Division**
Fire Rescue

**Departmental Contact**
Marvena Eck

**Request/Submission Date** 03/15/2022

**Budget Office Use Only**

**BT Number**

**Group #**

**Processing Date**

| Account # | Account Name | Project # | Transfer In/ (Transfer Out) | Current Budget Pre-Entry | Amended Budget Post-Entry |
|---|---|---|---|---|---|
| 521-7070-519-6403 | Light Vehicles | 22FD06 | (38,000) | | (38,000) |
| 521-7070-519-6405 | Fire Apparatus | 22FD04 | 38,000 | | 38,000 |
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| | | **TOTALS** | 0 | 0 | 0 |

**Justification for Budget Transfer Request**

On January 6, 2022 Council approved capital funding in the amount of $140,000.00 for the purchase of a Brush Truck for Fire Station 2, and $570,000.00 for the purchase of a Fire Engine for Fire Station 2.

The cost of the Fire Engine has increased by $38,000.00 to $608,000.00 and there will be sufficient savings from the cost of the brush truck to cover the increase. Fire is seeking permission to move $38,000 from the Brush Truck, Project # 22FD06, to the Fire Engine Project #22FD04.

**Signature/Approval Requirements**

Authorized Department Designee

Leslie Hoog Digitally signed by Leslie Hoog DN: cn=Leslie Hoog, email=Leslie.Hoog@palmbayflorida.org Date: 2022.03.15 15:08:57 -04'00'

Processed By

Budget Office Designee

City Manager

**Please submit all Budget Transfer/BT requests to the Budget Office via e-mail at Budget@palmbayflorida.org**

The City of Palm Bay Florida

# LEGISLATIVE MEMORANDUM

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

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

**THRU:** **Christopher A. Little, P.E.; Juliet Misconi; Larry Wojciechowski**

**DATE:** **4/7/2022**

**RE:** **Miscellaneous: Cleaning, dewatering and hauling services, North Regional Wastewater Treatment Plant, change order (emergency purchase) – Utilities Department (Synagro South LLC - $89,775).**

On February 17, 2022, Council approved the fund appropriation and emergency procurement for cleaning, dewatering and hauling services at the North Regional Wastewater Treatment Plant (NRWWTP). The scope of services included the dredging of the pond, the dewatering of biosolids, and the hauling of the dewatered biosolids (known as "cake") to the Brevard County landfill. The services, to be provided by Synagro South LLC, was for an estimated 40 dry tons. Total amount for these services was $118,240; this included $48,000 for mobilization/demobilization.

Synagro South LLC has submitted a change order for an additional estimated 50 dry tons. Staff has reviewed this request and concurs with the request. The change order will be for 50 dry tons for a total of $89,775.

In addition, the Department is requesting fund appropriation from Utilities' Fund Balance for the additional emergency services in the amount of $89,775.

Per City Code of Ordinance 38.12 EMERGENCY PURCHASES: The Chief Procurement Officer may make or authorize emergency purchases as defined herein. In the event of an emergency, such as a declaration of emergency pursuant to Fla. Stat. 252.38, by the Governor, or Fla. Stat. 252.38, by the County or City, an equipment failure, catastrophic damage to City property, or other similar unexpected event, all formal competitive bidding procedures are waived, and normal procurement procedures and requirements directly related to such emergency shall be suspended; and with the approval of the City Manager or the Chief Procurement Offices, the head of any department may purchase any required emergency supplies, materials, equipment or services. The head of such department shall send to the Chief Procurement Officer a requisition and copy of the delivery record together with a full justification and circumstances of the emergency. Records of emergency purchases shall be maintained by the Chief Procurement Officer. A record listing of all emergency purchases exceeding the mandatory City Council approval amount shall be submitted to the city Council within ninety (90) days of said purchase.

**REQUESTING DEPARTMENT:**
Utilities, Finance, Procurement

**FISCAL IMPACT:**
Pending approval of the budget amendment, amount $89,775 funds will be available in the Utilities Department's Operating Fund 421-8034-535-3414.

**RECOMMENDATION:**
Motion to 1) approve appropriation of funds on the next scheduled budget amendment, amount $89,775 and 2) approve the change order to the emergency procurement from Synagro South LLC, in the amount of $89,775, for a revised total of $208,015.

**ATTACHMENTS:**

**Description**

**Legislative Memo February 17, 2022**
**Synagro Quote**

The City of Palm Bay Florida

# LEGISLATIVE MEMORANDUM

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

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

**THRU:** **Christopher A. Little, P.E.; Juliet Misconi; Larry Wojciechowski**

**DATE:** **2/17/2022**

**RE:** **Miscellaneous: Cleaning, dewatering and hauling services, North Regional Wastewater Treatment Plant (emergency purchase) - Utilities Department (Synagro South LLC - $118,240).**

For approximately a year the North Regional Wastewater Treatment Plant (NRWWTP) has been unable to properly process biosolids. The Seepex cake pump, which is a critical component of the biosolids treatment process, had completely failed. Former staff were using other equipment (i.e. air compressors) to force biosolids through the treatment process. While the cake pump was inoperable, the biosolids could not be processed at the proper rate; therefore, the excess biosolids were pumped into the two earthen holding ponds at the NRWWTP. Upon discovery of the failure of the cake pump and staff's use of other equipment to move biosolids, I directed staff to immediately obtain quotes to replace the cake pump. City Council authorized the replacement of the cake pump on August 5, 2021. Due to pandemic-related delays, the new cake pump was not delivered and installed until January 27, 2022.

At this time the smaller of the two holding ponds is nearly full with old biosolids and must be cleaned. The biosolids in the holding ponds cannot be treated through the normal plant process due to the accumulation of sand and grit and the age of the biosolids. The scope of services includes the dredging of the pond, the dewatering of biosolids, and the hauling of the dewatered biosolids (known as "cake") to the Brevard County landfill. The holding ponds are used for temporary, emergency storage of treated wastewater and biosolids. should there be an issue with the deep injection well or should we receive significant rainfall, there will be great potential for illicit discharges of treated wastewater and/or biosolids.

In addition, the Department is requesting fund appropriation from Fund Balance for the emergency services in the amount of $118,240.

Per City Code of Ordinance 38.12 EMERGENCY PURCHASES: The Chief Procurement Officer may make or authorize emergency purchases as defined herein. In the event of an emergency, such as a declaration of emergency pursuant to Fla. Stat. 252.38, by the Governor, or Fla. Stat. 252.38, by the County or City, an equipment failure, catastrophic damage to City property, or other similar unexpected event, all formal competitive bidding procedures are waived, and normal procurement procedures and requirements directly related to such emergency shall be suspended; and with the approval of the City Manager or the Chief Procurement Offices, the head of any department may purchase any required emergency supplies, materials, equipment or services. The

head of such department shall send to the Chief Procurement Officer a requisition and copy of the delivery record together with a full justification and circumstances of the emergency. Records of emergency purchases shall be maintained by the Chief Procurement Officer. A record listing of all emergency purchases exceeding the mandatory City Council approval amount shall be submitted to the city Council within ninety (90) days of said purchase.

**REQUESTING DEPARTMENT:**
Utilities, Finance, Procurement

**FISCAL IMPACT:**
Pending approval of the budget amendment, amount $118,240 funds will be available in the Utilities Department's Operating Fund 421-8034-535-3414.

**RECOMMENDATION:**
Motion to 1) approve appropriation of funds on the next scheduled budget amendment amount $118,240, and 2) approve the emergency procurement from Synagro South LLC, amount $118,240.

**ATTACHMENTS:**

**Description**

**Synagro Quote**

435 Williams Court, Suite 100
Baltimore, MD 21220
synagro.com

SYNAGRO

MARCH 25, 2022

Mr. Jason Kowalski
Operations Division Manager
Palm Bay Utilities Dept
1105 Clearmont St. NE
Palm Bay, FL 32905

**Re: City of Palm Bay Proposal for Lagoon Cleaning, Dewatering, and Hauling Services Change Order**

Dear Mr. Kowalski:

Synagro South, LLC (Synagro) is pleased to submit this requested change order for Dredging, Dewatering, and Transportation of biosolids from the smaller of the two ponds at your Wastewater Treatment Plant. This change order is made due the increased volume in the pond. We originally estimated the to be approximately 40 dry tons in the pond and we have reached that amount and based on estimates there appears to be an additional 40-50 tons in the pond. I have inserted the change order amount below the original pricing below. If we can continue to work there will be no additional mobilization costs therefore the change is just for more volume.

**Scope of Work**

We will provide a dredge, a Belt Filter Press, Jockey truck, polymer (including feed system) solids conveyance and various pumps to clean one pond on a one-time basis. This assumes we would do all the volume over a one-time period expected to be 20-25 working days.

Our proposal for performing this dewatering is to:

1. Mobilize required equipment into the facility at a mutually agree upon date.
2. Provide remote control dredge
3. Provide dewatering equipment including Belt Filter Press
4. Provide staff and operate a 12 hour per day six day per week operations
5. Provide trailers and road tractors to transport the material to the Brevard County Landfill.

**Assumptions**

1. Synagro will provide the following:
    a. Dredge
    b. Belt Press or Centrifuge
    c. Transportation to landfill.
    d. Provide staff to operate the dewatering equipment
    e. Provide polymer for dewatering
2. Palm Bay will be responsible for the following:
    a. A potable water source for dewatering operations
    b. A return location for receiving centrate from the dewatering operation
    c. Providing to Synagro any required lab sampling.
    d. Provide adequate power to run our dewatering equipment

.

**Pricing:**

**THE TOTAL PRICE FOR THE SERVICES AS DETAILED ABOVE IS:**

1. **Mobilization/Demobilization** **$48,000 per event**
2. **Cleaning Dredging & Dewatering** **$1,677.00 per dry ton**
3. **Hauling to Brevard County landfill** **$19.75 per wet ton**
4. **Standby Fee** **$1,200.00 per hour**

**Estimated Total (Based on estimated 40 dry tons) $118,240.00**

**Change Order Amount:**

1. **Additional Mobilization/Demobilization** **$0**
2. **Cleaning Dredging & Dewatering** **$1677.00 per dry ton**
3. **Hauling to Brevard County Landfill** **$19.75 per wet ton**

**Estimated Change Order (If 50 additional dry tons) $$89,775.00**

Our proposal is delivered in good faith and we are prepared to enter into a mutually acceptable contract. Please note that this quote is based on Synagro's standard terms and conditions and shall be strictly non-binding upon Synagro until all parties negotiate and execute a binding contract and rental agreement. This quote shall not obligate Synagro to negotiate an agreement and any of the terms of the contract shall be subject to Synagro' s approval, at its discretion. Pricing may vary until the final contract is negotiated.

We appreciate the opportunity to submit this proposal for your consideration and look forward to the opportunity to provide our equipment and services for this project. Should you have any questions, please contact me at 321-423-4617 or lkemp@synagro.com. Thank you.

Warm regards,

*Les Kemp*

Les Kemp
Business Development Manager

The City of Palm Bay Florida

# LEGISLATIVE MEMORANDUM

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

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

**THRU:** **Mariano Augello, Acting Police Chief**

**DATE:** **4/7/2022**

**RE:** **Consideration of expenditures from the Palm Bay Police Department's Law Enforcement Trust Fund ($22,189).**

In accordance with Florida law, the Police Department is requesting the use of $22,189 from the Law Enforcement Trust Fund (LETF) Fiscal Year 2022 designated fund balance for various expenditures as described below.

Previously, the Police Department requested LETF funding for the first year's subscription fee for the Flock LPR program. Due to nationwide supply chain delays and the permitting process, the Flock cameras were not operational until March 2022. Flock provided the City of Palm Bay a pro-rated annual service fees for the cameras for the months the program was not in use, October 2021 – February 2022. Based on the updated cost savings, a total of $17,708.39 was unencumbered from the Flock purchase order and returned to the LETF undesignated balance for use towards other requests from the fund.

The Police Department is requesting use of LETF to send Lieutenant Jeffrey Spears to the Senior Management for Police (SMIP) to be held in Boston in July 11 – 29, 2022. The SMIP is a nationally recognized program designated to provide intensive training in the latest management concepts and practices. The SMIP addresses the issues that demand the attention of today's forward-thinking law enforcement leaders.

Lt. Spears is filling a seat previously awarded to the Police Department for a SMIP session in July 2020, for which a $250 deposit was paid out of the Police Department's FY 2020 operating budget; however the program was temporarily suspended due to COVID-19. Enrollment is back open, and Lt. Spears is requesting to attend the SMIP session from July 11 – 29, 2022. The remaining registration of $9,700 is due and covers the course fee, lodging and meals during the session. Travel costs of $975 are projected to cover the costs of airfare, luggage, airport, taxi and per diem for travel days. Total cost to attend this course is $10,925. The remaining projected costs of $10,675 (less the $250 deposit previously paid in FY 2020) are being requested out of LETF.

The Police Department is also requesting use of LETF to send two members of the Department's dive team to the Underwater Police Science and Technology at the Miami-Dade Public Training Institute. The two-week course is scheduled for May 16 – 27, 2022, and will combine classroom instruction with practical in-water application. With recent retirements within the Department, the dive team has encountered as change in team leadership and department instructors. This training will enhance team members' skills to help maintain the dive

team's success as well bring new knowledge for public safety dive programs to the agency. The cost of the training for Sergeant Scott Eakins and Corporal Vincent Galioto includes registration at $1,475 per person ($2,950), $1,512 for joint lodging, and $826 per individual for per diem ($1,652). The total anticipated cost of this training is $6,114.

The Police Department is requesting use of LETF to be donated to Community Read and Feed Summer program within the Powell-Driskell subdivision. For many years, the Police Department has supported the subdivision with funding for various youth initiatives including the Community Read and Feed Program. The summer program will be hosted at various locations impacting children and young adults aged 3 to 19 years of age. The Community Read and Feed provides hot prepared meals, meal packages, books and reading assistance to the underprivileged youth; some of which come from households struggling with food shortages. This year's program will include free hot lunches, free books, and supplies. The Police Department is requesting to contribute $4,900 in LETF to this program to fund the purchases needed for this program to be successful.

The Police Department is requesting use of LETF to be donated to the Rotary Club of Palm Bay to use towards the community services that they provide to individuals, other charitable organizations, and schools within Palm Bay. The Rotary Club of Palm Bay, founded in 1976, enlists business and professional leaders dedicated to carrying out the Rotary International
vision of "Service Above Self". The Police Department is seeking to assist the Rotary Club's Student Awards Program. This program acknowledges outstanding achievements of students who attend each of the 22 south Brevard area schools which serve the Palm Bay community. Having these achievements recognized and supported by community leaders promotes a sense of belonging in the community, fosters a positive attitude, and reinforces continued success. The $500 donation will go towards operational costs for the event.

The total amount of LETF funding requested for travel and training costs and community policing donations is $22,189.

**REQUESTING DEPARTMENT:**
Police Department

**FISCAL IMPACT:**
There is a designated fund balance of $30,408.89 as of March 29, 2022, from account #101-0000-359-1002 and 101-0000-359-1004. The requested $22,189 will be allocated on the next Budget Amendment to the following accounts: #101-5040-521-5501 ($12,650), #101-5040-521-4001 ($4,139), and #101-5040-521-8211 ($5,400).

**RECOMMENDATION:**
Motion to approve expenditures of LETF as described herein up to $22,189.

**ATTACHMENTS:**

**Description**

**LETF Certification Statement 22-06**

The City of Palm Bay Florida

# CERTIFICATION STATEMENT

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

**FROM:** **Mariano Augello, Acting Police Chief**

**DATE:** **April 7, 2022**

**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 |
|---|---|---|
| Police Executive Research | Registration for Senior Management Institute for Police in Boston | $9,700 |
| To Be Determined | Airfare and luggage to and from training in Boston | $660 |
| Jeffrey Spears | Per diem and transportation for training in Boston | $315 |
| Miami Dade Police Department | Registration for Underwater Police Science & Technology | $2,950 |
| InterContinental Doral Miami Hotel | Hotel for training and travel | $1,512 |
| Scott Eakins | Per Diem for training in Miami Dade | $826 |
| Vincent Galioto | Per Diem for training in Miami Dade | $826 |
| Community Read and Feed | Aid to Private Organization/Contribution for Summer Youth Program | $4,900 |
| Rotary Club of Palm Bay | Aid to Private Organization/Contribution for Student Awards Program | $500 |
| **TOTAL** | | **$22,189** |

The City of Palm Bay Florida

# LEGISLATIVE MEMORANDUM

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

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

**THRU:** **Larry Wojciechowski, Finance Director**

**DATE:** **4/7/2022**

**RE:** **Acknowledgement of the City's monthly financial report for January 2022 (Unaudited).**

Attached for your information is the monthly financial report which provides an overview of the City's financial activities for January 2022. January is the fourth month of the fiscal year and represents 33% of the annual budget year.

Citywide cash and investments increased by $88.4 million or 44.6% in comparison to the prior year. This is primarily due to the receipt of the proceeds from the General Obligation Bonds, Series 2021. The city also received $9 million in revenue from the American Rescue Plan Act (ARPA) in June. This also contributed to the increase in Citywide revenues.

The General Fund is the City's primary operating fund. General Fund revenues received through January were $42.3 million and are 48.7% of the annual budget. General Fund expenditures through the end of January were $24.2 million and are 27.9% of the annual budget. General Fund total cash & investments on January 31, 2022 was $48.8 million, which is $8.9 million or 22.2 % higher than one year ago.

General Fund revenues collected through January 31, 2022, overall were 5.4% higher than the revenues collected during the same period last year. The overall increase was mainly attributable to an increase in revenue collections from Ad Valorem Taxes and State shared revenues compared to the same period last year.

General Fund expenditures through January 31, 2022, overall were 0.6% higher than expenditures incurred during the same period last year. Pages 14 through 16 provide a summary of all funds' budget, revenues and expenditures posted for January 31, 2022.

**REQUESTING DEPARTMENT:**
Finance

**FISCAL IMPACT:**
None

**RECOMMENDATION:**
Motion to acknowledge receipt of the January 2022 Financial Report.

**ATTACHMENTS:**

**Description**

**January 2022 Monthly Financial Report**

# MONTHLY FINANCIAL REPORT (UNAUDITED)

## JANUARY 2022

## City of Palm Bay, Florida

### Report Summary


**Financial Report Summary** Page 1

**General Fund**
- Year-to-Date Revenue Page 2
- Year-to-Date Expenditures Page 3
- Cash & Investments Page 4
- Operating Statement & Change in Fund Balance Page 5
- Fund Balance History Page 6

**Impact Fee Funds**
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- Fund Equity Page 8

**Utilities Fund**
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- Cash & Fund Equity Page 10

**Building Fund**
- Cash & Fund Equity Page 11

**General Obligation Road Program Funds**
- Cash & Fund Equity Page 12

**Financial Activity by Fund**
- General Fund, Special Revenue Funds, and Impact Fee Funds Page 14
- Debt Service Funds and Capital Projects Funds Page 15
- Enterprise Funds and Internal Service Funds Page 16

**MONTHLY FINANCIAL REPORT (UNAUDITED)**
**JANUARY 2022**
CITY OF PALM BAY, FLORIDA

The City of Palm Bay, Florida's (the "City") monthly financial report presents an overview and analysis of the City's financial activities during the month of January 2022. January is the fourth month of the fiscal year and represents 33% of the annual budget.

## Financial Report Summary

- Citywide revenues[1] of 96.7 million are at 29.2% of the annual budget. Citywide expenditures[1] of $66.4 million are at 20.1% of the annual budget. Traditionally revenue collections are two months in arrears. For this reason, certain revenues for grants and other governmental resources are accrued at year end to reflect the period in which it represents.

- Citywide cash and investments increased by $88.4 million, or 44.6%, in comparison to the prior year.

- Most of the increased citywide cash and investments were a result of $56 million in unspent proceeds received in February 2021 from the General Obligation Bonds, Series 2021. The City also received $9 million in revenue as a result of the American Rescue Plan Act (ARPA) in June 2021.

| Citywide - Cash & Investments[1] | | | Citywide - Revenues[1] | | | Citywide - Expenditures[1] | | |
|---|---|---|---|---|---|---|---|---|
| 1/31/2022 | | $ 286,913,228.35 | 1/31/2022 | | $ 96,760,510.58 | 1/31/2022 | | $ 66,372,480.59 |
| 1/31/2021 | | 198,473,746.35 | 1/31/2021 | | 87,659,254.99 | 1/31/2021 | | 62,423,927.25 |
| **Increase** | **44.6%** | **$ 88,439,482.00** | **Increase** | **10.4%** | **$ 9,101,255.59** | **Increase** | **6.3%** | **$ 3,948,553.34** |

[1] Not including Cash, Revenues, or Expenditures from PB Municipal Foundation.

- General Fund revenues of $42.3 million are at 48.7% of the annual budget. This is an increase of $2.17 million, or 5.4%, in comparison to the prior year.

- General Fund expenditures of $24.2 million are at 27.9% of the annual budget. This is an increase of $0.15 million, or 0.6%, in comparison to the prior year.

- General Fund cash and investments increased by $8.9 million, or 22.2%, in comparison to the prior year. Of this increased General Fund cash, $800,000 is reserved.

| General Fund - Cash & Investments | | | General Fund - Revenues | | | General Fund - Expenditures | | |
|---|---|---|---|---|---|---|---|---|
| 1/31/2022 | | $ 48,850,057.97 | 1/31/2022 | | $ 42,263,072.27 | 1/31/2022 | | $ 24,226,563.56 |
| 1/31/2021 | | 39,965,902.91 | 1/31/2021 | | 40,094,687.33 | 1/31/2021 | | 24,077,808.64 |
| **Increase** | **22.2%** | **$ 8,884,155.06** | **Increase** | **5.4%** | **$ 2,168,384.94** | **Increase** | **0.6%** | **$ 148,754.92** |

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

## General Fund (GF) Revenues - Summary

➢ FY 2022 YTD Revenue Variance
As Compared to Prior Year

| | Prior YTD | Current YTD | % Variance | Annual Budget |
|---|---|---|---|---|
| Ad Valorem Taxes | $ 30,927,413 | $ 32,774,456 | 6.0% | $ 38,013,418 |
| Local Option Fuel Tax (1) | 409,982 | 455,650 | 11.1% | 3,796,230 |
| Utility Service Taxes | 1,951,548 | 1,905,358 | -2.4% | 9,385,000 |
| Communication Service Tax | 445,796 | 461,379 | 3.5% | 2,633,283 |
| Franchise Fees | 1,022,556 | 1,037,091 | 1.4% | 5,944,250 |
| State Shared Revenues (2) | 689,601 | 839,549 | 21.7% | 5,567,523 |
| Half Cent Sales Tax (3) | 1,124,044 | 1,313,206 | 16.8% | 7,491,179 |
| Licenses and Permits (4) | 501,406 | 137,458 | -72.6% | 714,080 |
| Grants and Other Entitlements | 107,707 | 103,889 | -3.5% | 663,162 |
| Charges for Services (5) | 1,719,578 | 1,918,525 | 11.6% | 5,368,330 |
| Fines and Forfeitures | 202,771 | 201,836 | -0.5% | 491,400 |
| Interest, Rents & Other Revenues (6) | 374,495 | 151,341 | -59.6% | 945,390 |
| Interfund Transfers & Other Sources (7) | 617,792 | 963,334 | 55.9% | 3,079,306 |
| Fund Balance | - | - | 0.0% | 2,711,988 |
| | **$ 40,094,687** | **$ 42,263,072** | **5.4%** | **$ 86,804,539** |

*(1) Increase primarily due to higher year-to-date collections of Local Option Fuel Tax in FY22.*
*(2) Increase primarily due to higher year-to-date collections of State Shared Revenues in FY22.*
*(3) Increase primarily due to higher year-to-date collections of Half Cent Sales Tax in FY22.*
*(4) Decrease primarily due to lower year-to-date collections of Business Tax Receipts in FY22.*
*(5) Increase primarily due to higher year-to-date collections of Mowing and Fire Inspection Fees in FY22.*
*(6) Decrease primarily due to lower year-to-date collections of Forfeitures in FY22.*
*(7) Increase primarily due to higher budgeted transfers from Employee Benefits Fund and higher Sales of Capital Assets in FY22.*

## General Fund (GF) Expenditures - Summary

➢ FY 2022 YTD Expenditure Variance
As Compared to Prior Year

| | Prior YTD | Current YTD | % Variance | Annual Budget |
|---|---|---|---|---|
| Legislative | $ 249,239 | $ 247,860 | -0.6% | $ 1,039,230 |
| City Manager (1) | 133,734 | 321,521 | 140.4% | 1,248,843 |
| City Attorney (2) | 69,188 | 95,320 | 37.8% | 479,748 |
| Procurement (3) | 170,084 | 205,518 | 20.8% | 687,810 |
| Finance (4) | 506,652 | 405,817 | -19.9% | 1,445,783 |
| Information Technology (5) | 755,276 | 1,075,157 | 42.4% | 4,012,310 |
| Human Resources (6) | 176,038 | 156,099 | -11.3% | 779,134 |
| Growth Management | 484,274 | 495,981 | 2.4% | 2,050,946 |
| Comm & Economic Dev. (7) | 309,247 | 201,699 | -34.8% | 1,299,579 |
| Recreation (8) | 1,371,678 | 637,799 | -53.5% | 3,311,734 |
| Parks and Facilities (9) | 750,719 | 1,567,941 | 108.9% | 5,842,703 |
| Police | 6,684,590 | 7,346,765 | 9.9% | 25,259,610 |
| Fire | 5,306,332 | 5,579,608 | 5.1% | 16,963,609 |
| Public Works | 1,791,683 | 1,948,700 | 8.8% | 7,979,696 |
| Non-Departmental (10) | 1,723,210 | 1,903,163 | 10.4% | 6,678,024 |
| Transfers (11) | 3,595,864 | 2,037,616 | -43.3% | 7,725,780 |
| | **$ 24,077,809** | **$ 24,226,564** | **0.6%** | **$ 86,804,539** |

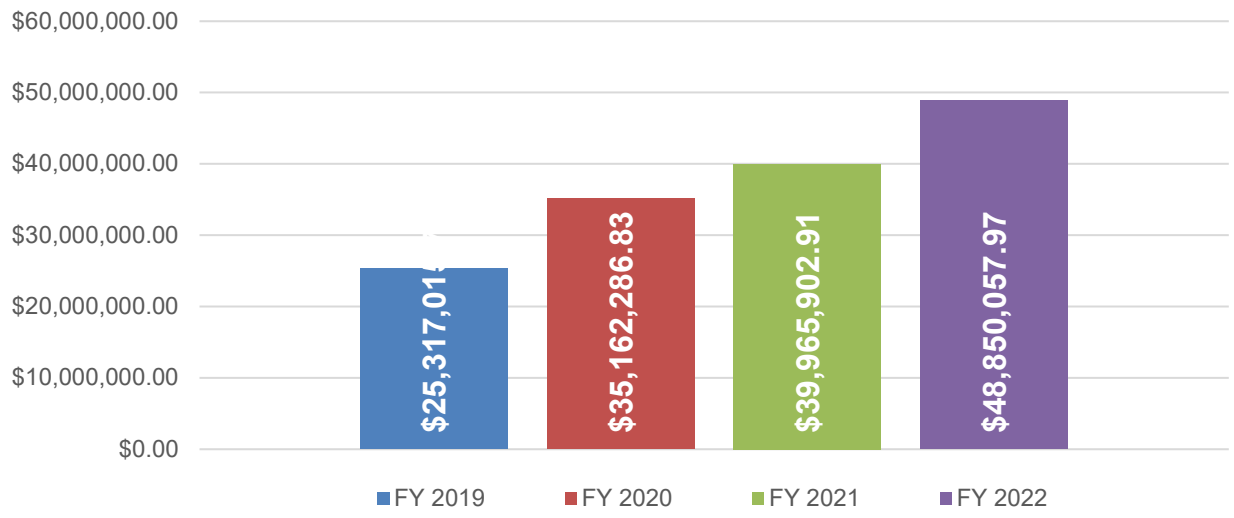
*(1) Increase primarily due to higher year-to-date personnel costs since bringing Public Information back to City Manager's Office, and filling Deputy City Manager and Government Relations Manager positions.*
*(2) Increase primarily due to higher year-to-date expenditures for Other Attorneys Costs in FY22.*
*(3) Increase primarily due to higher year-to-date personnel costs in FY22.*
*(4) Decrease primarily due to lower year-to-date personnel costs resulting from transition of Revenue Division from Finance to C&ED in FY22.*
*(5) Increase primarily due to higher year-to-date costs for computer software maintenance and personnel costs in FY22.*
*(6) Decrease primarily due to lower year-to-date personnel costs while short-staffed in FY22.*
*(7) Decrease primarily due to moving Communications out of C&ED in FY22.*
*(8) Decrease primarily due to moving Parks from Recreation to Facilities.*
*(9) Increase primarily due to moving Parks from Recreation to Facilities.*
*(10) Increase primarily due to higher year-to-date costs of Fleet Operating Charges, Credit Card Fees, and Liability/Property Insurance in FY22.*
*(11) Decrease primarily due to no budgeted transfers to Fleet and reduced budgeted transfer to Community Investment Fund in FY22.*

| | YTD Actual | YTD Budget | Annual Budget | % Spent |
|---|---|---|---|---|
| Debt Service | $ 1,961,337.84 | $ 2,137,715 | $ 6,413,145 | 30.6% |
| Personnel | 17,407,995.68 | 19,539,146 | 58,617,438 | 29.7% |
| Operating | 4,514,871.73 | 6,418,393 | 19,255,179 | 23.4% |
| Capital | 266,080.31 | 402,047 | 1,206,142 | 22.1% |
| Contributions | - | - | - | 0.0% |
| Transfers | 76,278.00 | 437,545 | 1,312,635 | 5.8% |
| Reserves | - | - | - | 0.0% |
| | **$ 24,226,563.56** | **$ 28,934,846** | **$ 86,804,539** | **27.9%** |

The total budgeted expenditures for FY22 are $86,804,539 (including encumbrances from prior year and budget amendments). Of this amount, $58,617,438, or 67.5%, is related to personnel costs.

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

➢ Year-to-Date (YTD) Cash & Investments Comparisons




| General Fund Cash & Investments | | General Fund Cash & Investments | |
|---|---|---|---|
| Prior Month Ending Balance | $ 51,527,290.52 | **January 2022 Ending Balance** | **$ 48,850,057.97** |
| | | Cash Advanced to Other Funds: | |
| Cash Increase (Decrease) | (2,677,232.55) | CDBG Funds 112 and 126 | (101,485.82) |
| **Ending Balance 1/31/2022** | **$ 48,850,057.97** | **Total Available Cash & Investments** | **$ 48,748,572.15** |

## General Fund (GF) Balance - Summary

**CITY OF PALM BAY, FLORIDA**
OPERATING STATEMENT AND CHANGES IN FUND BALANCES
GENERAL FUND
For the Month Ended January 31, 2022

| | Prior YTD | Current YTD |
|---|---|---|
| **REVENUES** | | |
| Ad Valorem Taxes | $ 30,927,413 | $ 32,774,456 |
| Local Option Fuel Tax | 409,982 | 455,650 |
| Utility Service Taxes | 1,951,548 | 1,905,358 |
| Communication Service Tax | 445,796 | 461,379 |
| Franchise Fees | 1,022,556 | 1,037,091 |
| State Shared Revenues | 689,601 | 839,549 |
| Half Cent Sales Tax | 1,124,044 | 1,313,206 |
| Licenses and Permits | 501,406 | 137,458 |
| Grants and Other Entitlements | 107,707 | 103,889 |
| Charges for Services | 1,719,578 | 1,918,525 |
| Fines and Forfeitures | 202,771 | 201,836 |
| Interest, Rents and Other Revenues | 374,495 | 151,341 |
| Interfund Transfers and Other Sources | 617,792 | 963,334 |
| **Total Revenues** | **40,094,687** | **42,263,072** |
| **EXPENDITURES** | | |
| Legislative | 249,239 | 247,860 |
| City Manager | 133,734 | 321,521 |
| City Attorney | 69,188 | 95,320 |
| Procurement | 170,084 | 205,518 |
| Finance | 506,652 | 405,817 |
| Information Technology | 755,276 | 1,075,157 |
| Human Resources | 176,038 | 156,099 |
| Growth Management | 484,274 | 495,981 |
| Economic Development | 309,247 | 201,699 |
| Parks and Recreation | 1,371,678 | 637,799 |
| Facilities | 750,719 | 1,567,941 |
| Police | 6,684,590 | 7,346,765 |
| Fire | 5,306,332 | 5,579,608 |
| Public Works | 1,791,683 | 1,948,700 |
| Non-Departmental | 1,723,210 | 1,903,163 |
| Transfers | 3,595,864 | 2,037,616 |
| **Total Expenditures** | **24,077,809** | **24,226,564** |
| **Excess (Deficiency) of Revenues Over Expenditures** | **16,016,879** | **18,036,509** |
| **Fund Balance - Beginning** | **24,540,027** | **27,429,971** |
| **Fund Balance - Ending** | **$ 40,556,906** | **45,466,480** |

## General Fund (GF) Balance - Summary

The minimum General Fund unrestricted fund balance, as established by Resolution 2021-03 (effective with the preparation of the City's September 30, 2022, Annual Comprehensive Financial Report and adoption of the City's Fiscal Year 2022 Budget), is two months of regular budgetary General Fund operating expenditures. The following is a history of the City's General Fund unrestricted fund balance.

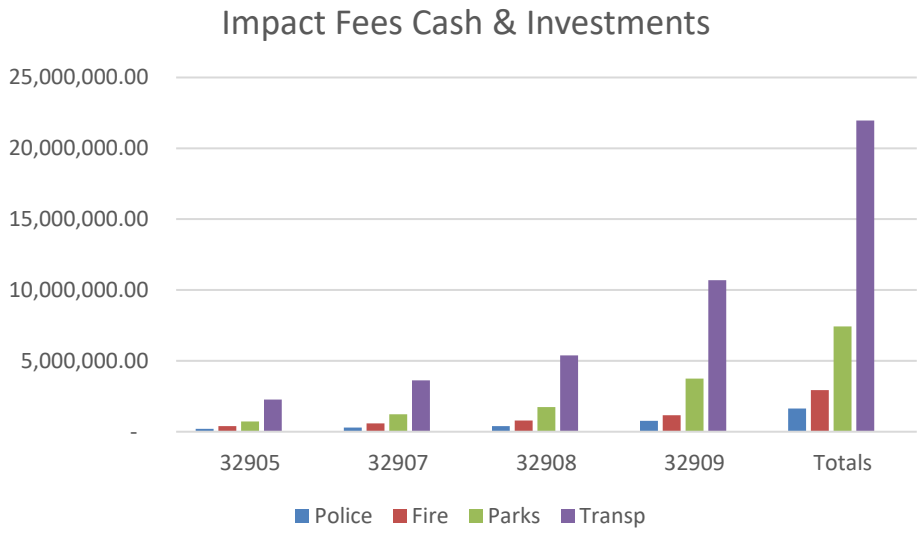
**General Fund Balance - History**

| | Minimum Required | Unrestricted Fund Balance | Unrestricted Fund Balance % |
|---|---|---|---|
| FY 2021 | $ 7,553,655 | $ 23,776,873 | 31.5% |
| FY 2020 | 6,758,163 | 23,658,524 | 35.0% |
| FY 2019 | 6,784,007 | 18,205,817 | 26.8% |
| FY 2018 | 6,478,266 | 14,940,492 | 23.1% |
| FY 2017 | 6,107,113 | 8,610,875 | 14.1% |

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

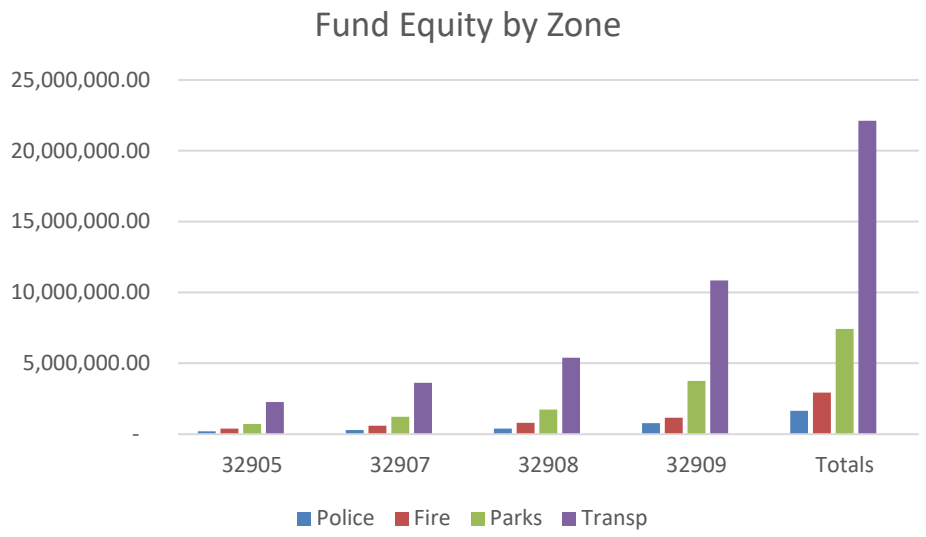
| 1/31/2022 | Zone 1 | Zone 2 | Zone 3 | Zone 4 | |
|---|---|---|---|---|---|
| | 32905 | 32907 | 32908 | 32909 | Totals |
| Police | 195,793.71 | 286,479.99 | 387,685.75 | 768,257.86 | 1,638,217.31 |
| Fire | 391,677.51 | 584,951.28 | 792,912.06 | 1,164,017.12 | 2,933,557.97 |
| Parks | 717,874.94 | 1,225,532.21 | 1,730,763.61 | 3,748,670.00 | 7,422,840.76 |
| Transp | 2,261,730.03 | 3,619,610.78 | 5,388,718.07 | 10,691,032.59 | 21,961,091.47 |
| Totals | 3,567,076.19 | 5,716,574.26 | 8,300,079.49 | 16,371,977.57 | 33,955,707.51 |

*Not including Transportation Impact Fees Zone 32909 amount of $373,669.50 Special Purpose Deposits / Bayside Estates or $71,824.50 segregated amount per I.L.A. with Brevard County.



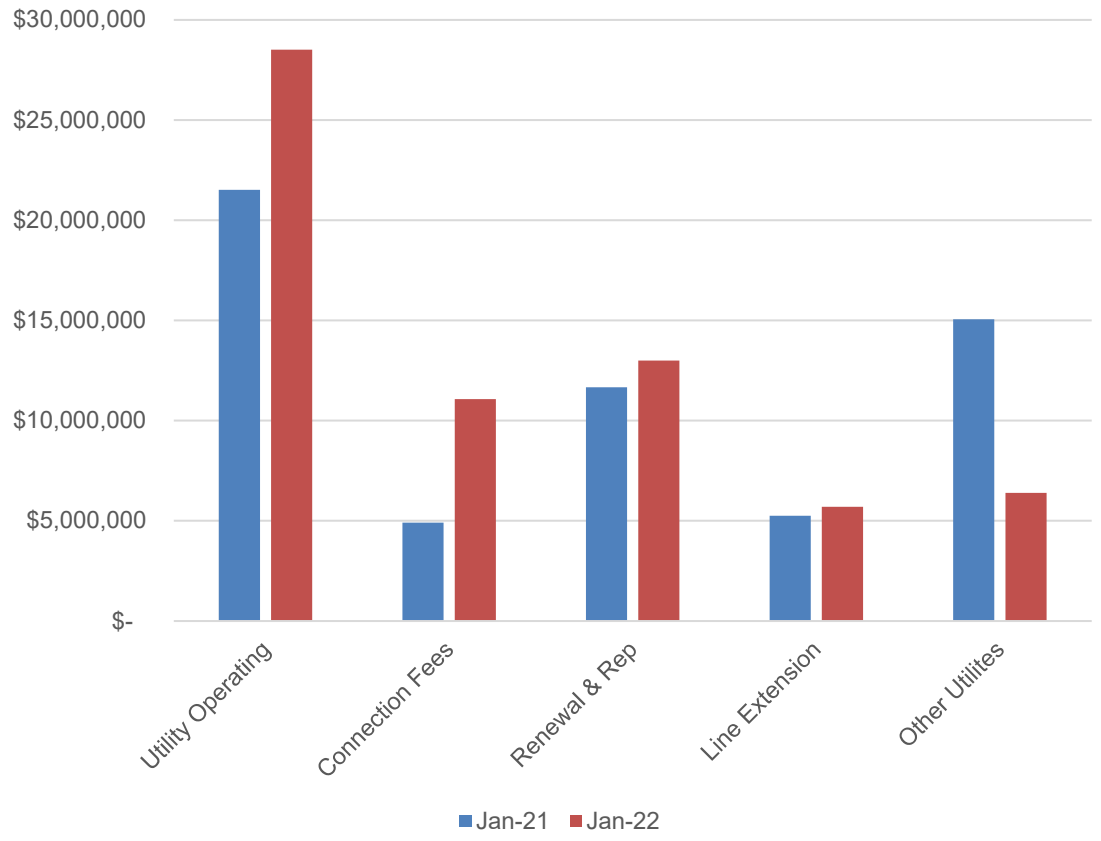
## Impact Fees by Nexus Zone – Fund Balance - Summary

| 1/31/2022 | 32905 | 32907 | 32908 | 32909 | Totals |
|---|---|---|---|---|---|
| Police | 195,793.71 | 286,479.99 | 387,685.75 | 768,257.86 | 1,638,217.31 |
| Fire | 391,677.51 | 584,951.28 | 792,912.06 | 1,158,591.97 | 2,928,132.82 |
| Parks | 717,874.94 | 1,225,532.21 | 1,730,763.61 | 3,748,670.89 | 7,422,841.65 |
| Transp | 2,261,728.32 | 3,619,610.78 | 5,388,718.07 | 10,843,641.16 | 22,113,698.33 |
| Totals | 3,567,074.48 | 5,716,574.26 | 8,300,079.49 | 16,519,161.88 | 34,102,890.11 |



## Utilities Fund Cash & Investments - Summary

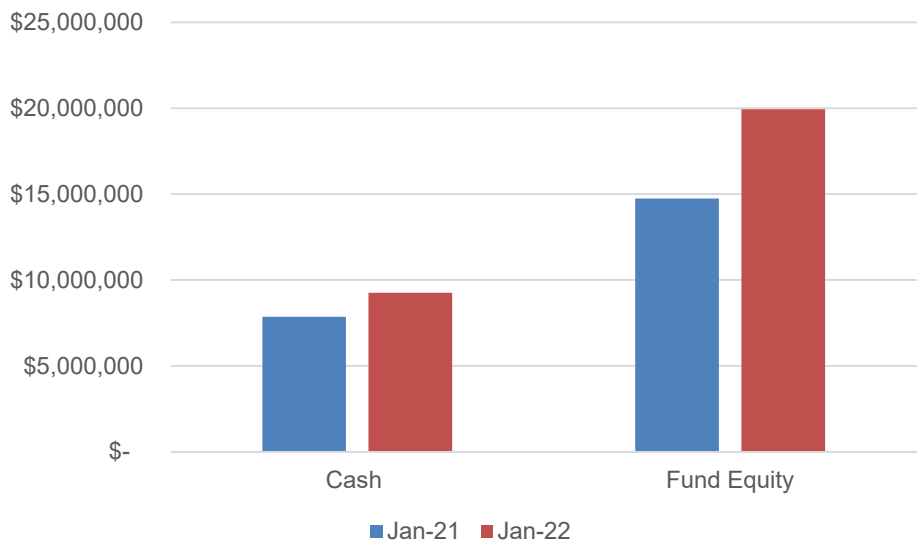
Year-to-Date (YTD) Comparison: Water & Sewer




Overall, the Water & Sewer Funds cash and investments increased by $6.28 million, or 10.8%, year over year.

## Stormwater Fund Cash & Equity - Summary

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

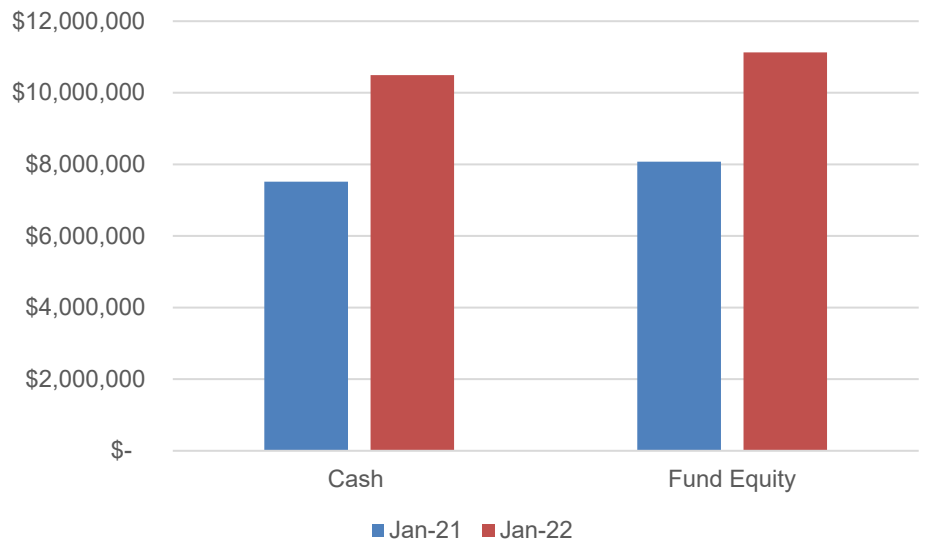



Overall, the Stormwater cash and investment balance increased by $1,389,285, or 17.7%, year over year.

Overall, the Stormwater fund equity increased by $5,195,286, or 35.2%, year over year.

## Building Fund Cash & Equity - Summary

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

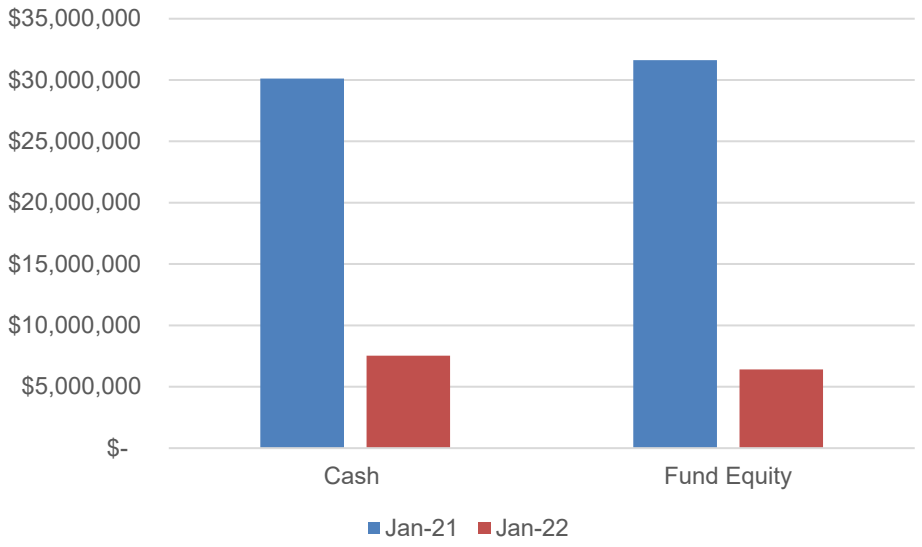



Overall, the Building cash and investment balance increased by $2,979,024, or 39.6%, year over year.

Overall, the Building fund equity increased by $3,056,257, or 37.9%, year over year.

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

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

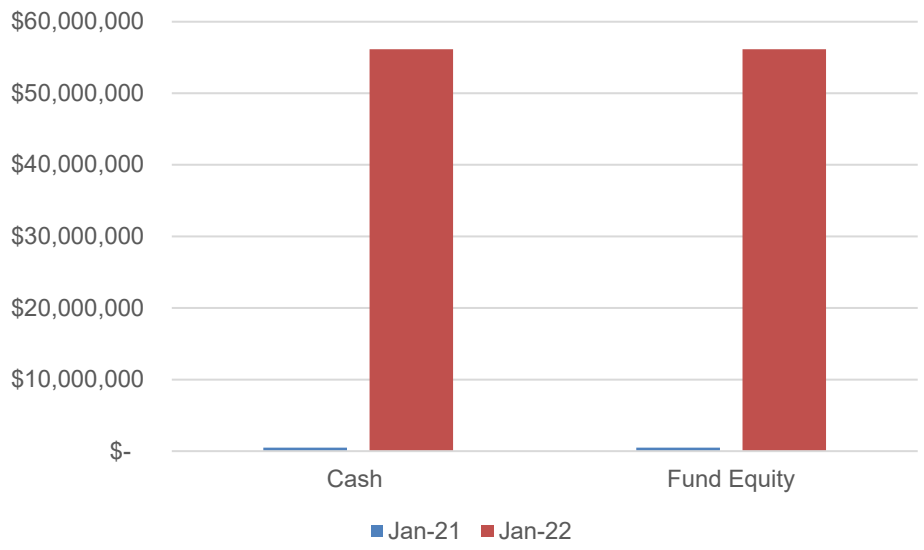



The 2019 General Obligation Road Program cash and investment balance decreased by $22,580,778, or 75.0%, year over year.

The 2019 G.O. Road Program Fund equity decreased by $25,198,449, or 79.7%, year over year.

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

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




The 2021 General Obligation Road Program cash and investment balance increased by $55,638,245 year over year.

The 2021 G.O. Road Program Fund equity increased by $55,638,245 year over year.

**Unaudited Financial Activity - All Funds**
**City of Palm Bay, Florida**
**As of January 31, 2021**
**33% of fiscal year completed**

| | | Budget | | Revenues | | Expenditures | |
|---|---|---|---|---|---|---|---|
| Fund # | Description | Original Budget | Revised Budget | Current Year to Date | Percent of Revised | Current Year to Date | Percent of Revised |
| | | | **General Fund** | | | | |
| 001 | General Fund | $83,236,049 | $86,804,539 | $42,263,072 | 48.7% | $24,226,564 | 27.9% |
| | | | **Special Revenue Funds** | | | | |
| 101 | Law Enforcement Trust Fund | 9,500 | 67,531 | 519 | 0.8% | 11,379 | 16.8% |
| 103 | Palm Bay Municipal Foundation | 30,000 | 30,000 | 1 | 0.0% | 319 | 1.1% |
| 105 | Code Nuisance Fund | 328,500 | 328,500 | 55,252 | 16.8% | 29,950 | 9.1% |
| 111 | State Housing Grant Fund | 4,500 | 150,143 | 439,113 | 292.5% | 28,530 | 19.0% |
| 112 | Comm Devel Block Grant Fund | 0 | 391,222 | 297 | 0.1% | 41,947 | 10.7% |
| 114 | Home Invest Grant Fund | 0 | 95,621 | 34,649 | 36.2% | 4,926 | 5.2% |
| 123 | NSP Program Fund | 0 | 2,790 | 79,890 | 2863.4% | 31 | 1.1% |
| 126 | CDBG Coronavirus Fund | 0 | 397,708 | 0 | 0.0% | 69,589 | 0.0% |
| 128 | ARPA Fund | 4,000,000 | 4,649,811 | -470 | 0.0% | - | 0.0% |
| 131 | Donations Fund | 0 | 0 | 18,502 | 0.0% | 16,135 | 0.0% |
| 153 | Fire Impact Fee Fund | 0 | 0 | 61 | 0.0% | - | 0.0% |
| 161 | Environmental Fee Fund | 100,000 | 100,000 | 77,688 | 77.7% | 0 | 0.0% |
| 181 | Bayfront Comm Redev Fund | 2,562,370 | 2,562,370 | 1,638,300 | 63.9% | 956 | 0.0% |
| | | | **Impact Fee Funds** | | | | |
| 180 | Police Impact Fees - 32905 | 30,050 | 30,050 | 26,851 | 89.4% | 68 | 0.2% |
| 183 | Police Impact Fees - 32907 | 75,100 | 91,200 | 52,646 | 57.7% | 13,076 | 14.3% |
| 184 | Police Impact Fees - 32908 | 90,150 | 127,911 | 83,830 | 65.5% | 37,707 | 29.5% |
| 186 | Police Impact Fees - 32909 | 200,300 | 238,086 | 128,425 | 53.9% | 36,839 | 15.5% |
| 187 | Fire Impact Fees - 32905 | 60,400 | 60,400 | 41,856 | 69.3% | 193 | 0.3% |
| 188 | Fire Impact Fees - 32907 | 150,700 | 150,700 | 82,043 | 54.4% | 257 | 0.2% |
| 189 | Fire Impact Fees - 32908 | 200,800 | 200,800 | 130,002 | 64.7% | 137 | 0.1% |
| 190 | Fire Impact Fees - 32909 | 401,500 | 1,039,117 | 200,019 | 19.2% | 150,700 | 14.5% |
| 191 | Parks Impact Fees - 32905 | 70,400 | 235,090 | 88,373 | 37.6% | 195 | 0.1% |
| 192 | Parks Impact Fees - 32907 | 301,000 | 1,053,056 | 153,703 | 14.6% | 166 | 0.0% |
| 193 | Parks Impact Fees - 32908 | 401,500 | 864,137 | 274,677 | 31.8% | 282 | 0.0% |
| 194 | Parks Impact Fees - 32909 | 803,000 | 803,000 | 422,593 | 52.6% | 237 | 0.0% |
| 196 | Trans Impact Fees - 32905 | 253,700 | 253,700 | 297,023 | 117.1% | 302 | 0.1% |
| 197 | Trans Impact Fees - 32907 | 1,003,700 | 1,333,211 | 510,051 | 38.3% | 17,936 | 1.3% |
| 198 | Trans Impact Fees - 32908 | 1,303,500 | 1,303,500 | 1,057,031 | 81.1% | 433 | 0.0% |
| 199 | Trans Impact Fees - 32909 | 2,720,600 | 2,780,945 | 1,400,088 | 50.3% | 995,210 | 35.8% |

**Unaudited Financial Activity - All Funds**
**City of Palm Bay, Florida**
**As of January 31, 2021**
**33% of fiscal year completed**

| | | Budget | | Revenues | | Expenditures | |
|---|---|---|---|---|---|---|---|
| Fund # | Description | Original Budget | Revised Budget | Current Year to Date | Percent of Revised | Current Year to Date | Percent of Revised |
| | **Debt Service Funds** | | | | | | |
| 201 | Debt Service Fund | 528,207 | 528,207 | 0 | 0.0% | 0 | 0.0% |
| 214 | 2004 Pension Bond Debt Svc Fd | 190,100 | 190,100 | 63,340 | 33.3% | 175,000 | 92.1% |
| 221 | 2013 Pension Bonds DS Fund | 1,467,947 | 1,467,947 | 488,986 | 33.3% | 1,367,455 | 93.2% |
| 223 | 2015 Franchise Fee Note DS Fd | 531,607 | 531,607 | 177,137 | 33.3% | 504,198 | 94.8% |
| 224 | 2015 Sales Tax Bonds DS Fd | 824,350 | 824,350 | 274,584 | 33.3% | 646,891 | 78.5% |
| 225 | 2015 Sales Tax Bonds DS Fd - TIF | 227,231 | 227,231 | 226,967 | 99.9% | 178,136 | 78.4% |
| 226 | 2016 Franchise Fee Note DS Fd | 337,191 | 337,191 | 112,309 | 33.3% | 262,373 | 77.8% |
| 227 | 2018 LOGT Note DS Fd | 768,589 | 768,589 | 767,816 | 99.9% | 662,392 | 86.2% |
| 228 | 2019 GO Bonds DS Fd | 3,529,100 | 3,529,100 | 5,983,336 | 169.5% | 3,771,009 | 106.9% |
| 229 | 2019 Pension Bonds DS Fund | 2,208,155 | 2,208,155 | 735,711 | 33.3% | 1,412,342 | 64.0% |
| 230 | 2020 Special Oblig Ref Note | 328,538 | 328,538 | 109,474 | 0.0% | 288,025 | 87.7% |
| 231 | 2021 Pension Bonds DS Fund | 3,449,976 | 3,449,976 | 2,878,634 | 83.4% | 1,478,676 | 42.9% |
| | **Capital Projects Funds** | | | | | | |
| 301 | Community Investment Fund | 1,000 | 3,329,583 | 147,976 | 4.4% | 2,233 | 0.1% |
| 306 | 2015 FF Nt Procds I-95 Intchg Fd | 100 | 180,745 | 0 | 0.0% | 0 | 0.0% |
| 307 | Road Maintenance CIP Fd | 755,000 | 1,964,410 | 1,166 | 0.1% | 216,614 | 11.0% |
| 308 | '18 LOGT Nt Procds-Rd I-95 Fd | 500 | 310,108 | 31 | 0.0% | 0 | 0.0% |
| 309 | '19 GO Bond Proceeds-Road Fd | 100,000 | 30,662,219 | 2,607 | 0.0% | 1,289 | 0.0% |
| 310 | '21 GO Bond Proceeds-Road Fd | 0 | 8,799 | 15,704 | 0.0% | 0 | 0.0% |

**Unaudited Financial Activity - All Funds**
**City of Palm Bay, Florida**
**As of January 31, 2021**
**33% of fiscal year completed**

| | | Budget | | Revenues | | Expenditures | |
|---|---|---|---|---|---|---|---|
| Fund # | Description | Original Budget | Revised Budget | Current Year to Date | Percent of Revised | Current Year to Date | Percent of Revised |
| | **Proprietary Funds** | | | | | | |
| | **Utility Funds** | | | | | | |
| 421 | Utilities Operating Fund | 36,364,755 | 40,944,267 | 10,831,497 | 26.5% | 8,596,573 | 21.0% |
| 423 | Utility Connection Fee Fund | 5,142,459 | 5,350,081 | 1,679,465 | 31.4% | 1,240,238 | 23.2% |
| 424 | Utility Renewal / Replace Fd | 7,290,511 | 16,443,367 | 2,118,100 | 12.9% | 915,930 | 5.6% |
| 425 | Main Line Extension Fee Fund | 1,803,549 | 2,472,181 | 532,922 | 21.6% | 515,504 | 20.9% |
| 426 | 2016 Utility Bond Fund | 1,533,420 | 1,533,420 | 510,521 | 33.3% | 0 | 0.0% |
| 427 | 2001 Bond Fund | 1,951,231 | 1,951,231 | 637,867 | 32.7% | 0 | 0.0% |
| 431 | USA1 Assessment Fund | 0 | 0 | 14 | 0.0% | 0 | 0.0% |
| 432 | Unit 31 Assessment Fund | 361,202 | 361,202 | 330,216 | 91.4% | 14,885 | 4.1% |
| 433 | Utility SRF Loan Fund | 3,196 | 28,573,353 | 0 | 0.0% | 1,785,645 | 6.2% |
| 434 | 2020 Utility Note Fund | 769,468 | 6,179,350 | 257,430 | 4.2% | 1,520,340 | 24.6% |
| | **Other Enterprise Funds** | | | | | | |
| 451 | Building Fund | 10,630,867 | 11,519,376 | 1,993,618 | 17.3% | 1,393,647 | 12.1% |
| 461 | Stormwater Fund | 9,444,554 | 12,820,510 | 2,543,789 | 19.8% | 1,657,368 | 12.9% |
| 471 | Solid Waste Fund | 13,194,432 | 13,194,432 | 4,189,863 | 31.8% | 3,229,762 | 24.5% |
| | **Internal Service Funds** | | | | | | |
| 511 | Employee Health Insurance Fd | 16,038,918 | 16,039,168 | 5,164,162 | 32.2% | 4,350,458 | 27.1% |
| 512 | Risk Management Fund | 4,923,374 | 4,923,374 | 1,624,833 | 33.0% | 1,365,545 | 27.7% |
| 513 | Other Employee Benefits Fd | 5,145,880 | 5,145,880 | 1,323,514 | 25.7% | 1,666,884 | 32.4% |
| 521 | Fleet Services Fund | 4,527,849 | 6,404,112 | 1,480,837 | 23.1% | 1,469,326 | 22.9% |

The City of Palm Bay Florida

# LEGISLATIVE MEMORANDUM

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

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

**THRU:** **Larry Wojciechowski, Finance Director**

**DATE:** **4/7/2022**

**RE:** **Acknowledgement of the City's monthly financial report for February 2022 (Unaudited).**

Attached for your information is the monthly financial report which provides an overview of the City's financial activities for February 2022. February is the fifth month of the fiscal year and represents 42% of the annual budget year.

Citywide cash and investments increased by $34.2 million or 13.2% in comparison to the prior year. This is primarily due to the receipt of the proceeds from the General Obligation Bonds, Series 2021. The city also received $9 million in revenue from the American Rescue Plan Act (ARPA) in June. This also contributed to the increase in Citywide revenues.

The General Fund is the City's primary operating fund. General Fund revenues received through February were $47.8 million and are 55.0% of the annual budget. General Fund expenditures through the end of February were $30.8 million and are 35.5% of the annual budget. General Fund total cash & investments on February 28, 2022 was $47.8 million, which is $9.2 million or 24.0 % higher than one year ago.

General Fund revenues collected through February 28, 2022, overall were 7.4% higher than the revenues collected during the same period last year. The overall increase was mainly attributable to an increase in revenue collections from Ad Valorem Taxes and State shared revenues compared to the same period last year.

General Fund expenditures through February 28, 2022, overall were 3.2% higher than expenditures incurred during the same period last year. Pages 14 through 16 provide a summary of all funds' budget, revenues and expenditures posted for February 28, 2022.

**REQUESTING DEPARTMENT:**
Finance

**FISCAL IMPACT:**
None

**RECOMMENDATION:**

Motion to acknowledge receipt of the February 2022 Financial Report.

**ATTACHMENTS:**

**Description**

**Monthly Financial Report- February**

# MONTHLY FINANCIAL REPORT (UNAUDITED)

## FEBRUARY 2022

## City of Palm Bay, Florida

### Report Summary


**Financial Report Summary** Page 1

**General Fund**
- Year-to-Date Revenue Page 2
- Year-to-Date Expenditures Page 3
- Cash & Investments Page 4
- Operating Statement & Change in Fund Balance Page 5
- Fund Balance History Page 6

**Impact Fee Funds**
- Cash & Investments Page 7
- Fund Equity Page 8

**Utilities Fund**
- Cash & Investments Page 9

**Stormwater Fund**
- Cash & Fund Equity Page 10

**Building Fund**
- Cash & Fund Equity Page 11

**General Obligation Road Program Funds**
- Cash & Fund Equity Page 12

**Financial Activity by Fund**
- General Fund, Special Revenue Funds, and Impact Fee Funds Page 14
- Debt Service Funds and Capital Projects Funds Page 15
- Enterprise Funds and Internal Service Funds Page 16

**MONTHLY FINANCIAL REPORT (UNAUDITED)**
**FEBRUARY 2022**
CITY OF PALM BAY, FLORIDA

The City of Palm Bay, Florida's (the "City") monthly financial report presents an overview and analysis of the City's financial activities during the month of February 2022. February is the fifth month of the fiscal year and represents 42% of the annual budget.

## Financial Report Summary

- Citywide revenues[1*] of 111.7 million are at 33.8% of the annual budget. Citywide expenditures[1*] of $78.9 million are at 23.8% of the annual budget. Traditionally revenue collections are two months in arrears. For this reason, certain revenues for grants and other governmental resources are accrued at year end to reflect the period in which it represents.

- Citywide cash and investments increased by $34.2 million, or 13.2%, in comparison to the prior year.

- Most of the decreased citywide revenues were a result of $56 million in bond proceeds received in February 2021 from the General Obligation Bonds, Series 2021. The City also received $9 million in revenue as a result of the American Rescue Plan Act (ARPA) in June 2021.

| Citywide - Cash & Investments[1] | | | Citywide - Revenues[1]* | | | Citywide - Expenditures[1]* | | |
|---|---|---|---|---|---|---|---|---|
| 2/28/2022 | | $ 292,906,928.05 | 2/28/2022 | | $ 111,656,631.94 | 2/28/2022 | | $ 78,899,185.39 |
| 2/28/2021 | | 258,721,308.73 | 2/28/2021 | | 155,954,056.65 | 2/28/2021 | | 70,277,867.90 |
| **Increase** | **13.2%** | **$ 34,185,619.32** | **Decrease** | **-28.4%** | **$ (44,297,424.71)** | **Increase** | **12.3%** | **$ 8,621,317.49** |

[1] Not including Cash, Revenues, or Expenditures from PB Municipal Foundation.
* Not including interfund transfers

- General Fund revenues of $47.8 million are at 55.0% of the annual budget. This is an increase of $3.29 million, or 7.4%, in comparison to the prior year.

- General Fund expenditures of $30.8 million are at 35.5% of the annual budget. This is an increase of $0.96 million, or 3.2%, in comparison to the prior year.

- General Fund cash and investments increased by $9.2 million, or 24.0%, in comparison to the prior year. Of this increased General Fund cash, $800,000 is reserved.

| General Fund - Cash & Investments | | | General Fund - Revenues | | | General Fund - Expenditures | | |
|---|---|---|---|---|---|---|---|---|
| 2/28/2022 | | $ 47,809,191.17 | 2/28/2022 | | $ 47,770,168.62 | 2/28/2022 | | $ 30,820,341.12 |
| 2/28/2021 | | 38,560,539.66 | 2/28/2021 | | 44,484,875.46 | 2/28/2021 | | 29,857,702.68 |
| **Increase** | **24.0%** | **$ 9,248,651.51** | **Increase** | **7.4%** | **$ 3,285,293.16** | **Increase** | **3.2%** | **$ 962,638.44** |

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

## General Fund (GF) Revenues - Summary

➢ FY 2022 YTD Revenue Variance
As Compared to Prior Year

| | Prior YTD | Current YTD | % Variance | Annual Budget |
|---|---|---|---|---|
| Ad Valorem Taxes | $ 31,723,686 | $ 34,478,081 | 8.7% | $ 38,013,418 |
| Local Option Fuel Tax (1) | 677,244 | 924,718 | 36.5% | 3,796,230 |
| Utility Service Taxes | 2,667,493 | 2,616,986 | -1.9% | 9,385,000 |
| Communication Service Tax | 658,570 | 677,092 | 2.8% | 2,633,283 |
| Franchise Fees | 1,442,940 | 1,481,578 | 2.7% | 5,944,250 |
| State Shared Revenues (2) | 1,034,401 | 1,259,324 | 21.7% | 5,567,523 |
| Half Cent Sales Tax (3) | 1,782,705 | 2,080,406 | 16.7% | 7,491,179 |
| Licenses and Permits (4) | 529,122 | 145,240 | -72.6% | 714,080 |
| Grants and Other Entitlements (5) | 362,581 | 136,857 | -62.3% | 663,162 |
| Charges for Services | 2,177,899 | 2,371,266 | 8.9% | 5,368,330 |
| Fines and Forfeitures | 250,188 | 235,346 | -5.9% | 491,400 |
| Interest, Rents & Other Revenues (6) | 414,414 | 201,426 | -51.4% | 945,390 |
| Interfund Transfers & Other Sources (7) | 763,634 | 1,161,849 | 52.1% | 3,079,306 |
| Fund Balance | - | - | 0.0% | 2,711,988 |
| | **$ 44,484,875** | **$ 47,770,169** | **7.4%** | **$ 86,804,539** |

*(1) Increase primarily due to higher year-to-date collections of Local Option Fuel Tax in FY22.*
*(2) Increase primarily due to higher year-to-date collections of State Shared Revenues in FY22.*
*(3) Increase primarily due to higher year-to-date collections of Half Cent Sales Tax in FY22.*
*(4) Decrease primarily due to 78% lower year-to-date collections of Business Taxes in FY22.*
*(5) Decrease primarily due to lower year-to-date collections from FEMA and DOJ grants in FY22.*
*(6) Decrease primarily due to lower year-to-date collections of Forfeitures in FY22.*
*(7) Increase primarily due to higher budgeted transfers from Employee Benefits Fund and higher Sales of Capital Assets in FY22.*

## General Fund (GF) Expenditures - Summary

➢ FY 2022 YTD Expenditure Variance
As Compared to Prior Year

| | Prior YTD | Current YTD | % Variance | Annual Budget |
|---|---|---|---|---|
| Legislative | $ 316,194 | $ 307,501 | -2.7% | $ 1,039,230 |
| City Manager (1) | 164,887 | 423,850 | 157.1% | 1,248,843 |
| City Attorney (2) | 86,154 | 116,893 | 35.7% | 479,748 |
| Procurement (3) | 216,823 | 255,116 | 17.7% | 687,810 |
| Finance (4) | 641,858 | 516,767 | -19.5% | 1,445,783 |
| Information Technology (5) | 1,032,496 | 1,312,714 | 27.1% | 4,012,310 |
| Human Resources | 215,219 | 212,087 | -1.5% | 779,134 |
| Growth Management | 615,646 | 612,659 | -0.5% | 2,050,946 |
| Comm & Economic Dev. (6) | 387,462 | 272,603 | -29.6% | 1,299,579 |
| Recreation (7) | 1,696,878 | 610,998 | -64.0% | 3,311,734 |
| Parks and Facilities (8) | 966,840 | 2,210,810 | 128.7% | 5,842,703 |
| Police | 8,406,448 | 9,216,940 | 9.6% | 25,259,610 |
| Fire | 6,668,965 | 6,911,663 | 3.6% | 16,963,609 |
| Public Works | 2,229,418 | 2,422,401 | 8.7% | 7,979,696 |
| Non-Departmental (9) | 2,126,057 | 2,359,406 | 11.0% | 6,678,024 |
| Transfers (10) | 4,086,355 | 3,057,933 | -25.2% | 7,725,780 |
| | **$ 29,857,703** | **$ 30,820,341** | **3.2%** | **$ 86,804,539** |

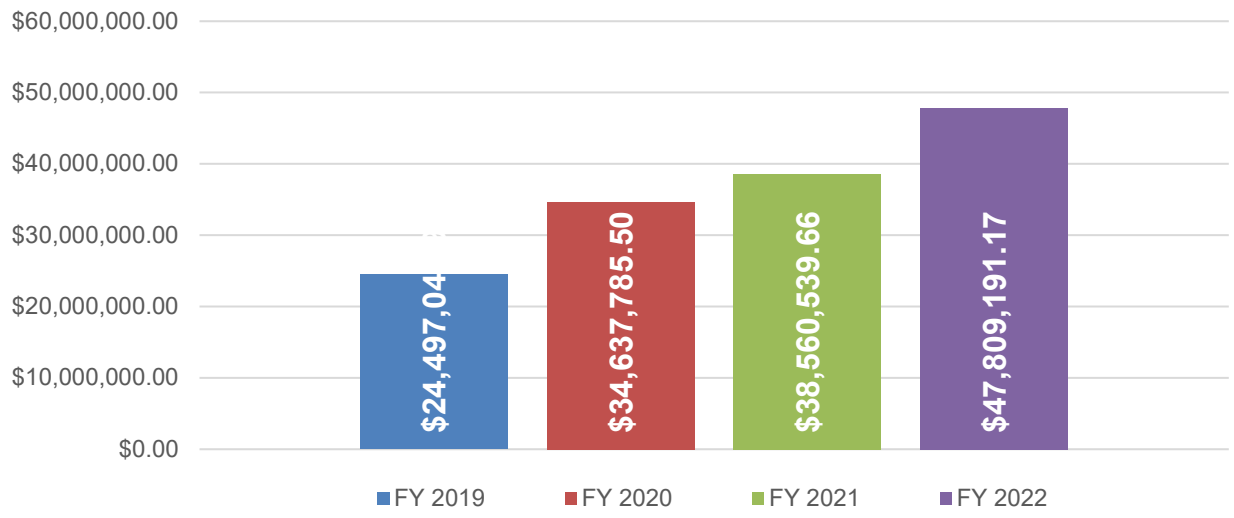
*(1) Increase primarily due to higher year-to-date personnel costs since bringing Public Information back to City Manager's Office, and filling Deputy City Manager and Government Relations Manager positions.*
*(2) Increase primarily due to higher year-to-date expenditures for Other Attorneys Costs in FY22.*
*(3) Increase primarily due to higher year-to-date personnel costs in FY22.*
*(4) Decrease primarily due to lower year-to-date personnel costs resulting from transition of Revenue Division from Finance to C&ED in FY22.*
*(5) Increase primarily due to higher year-to-date costs for computer software maintenance and personnel costs in FY22.*
*(6) Decrease primarily due to lower year-to-date costs since transferred Public Information back to CMO.*
*(7) Decrease primarily due to moving Parks from Recreation to Facilities.*
*(8) Increase primarily due to moving Parks from Recreation to Facilities.*
*(9) Increase primarily due to higher year-to-date costs of Fleet Operating Charges, Credit Card Fees, and Liability/Property Insurance in FY22.*
*(10) Decrease primarily due to lower year-to-date budgeted transfers to Fleet Fund in FY22.*

| | YTD Actual | YTD Budget | Annual Budget | % Spent |
|---|---|---|---|---|
| Debt Service | $ 2,451,672.30 | $ 2,672,144 | $ 6,413,145 | 38.2% |
| Personnel | 21,772,447.64 | 24,423,933 | 58,617,438 | 37.1% |
| Operating | 5,721,188.28 | 8,022,991 | 19,255,179 | 29.7% |
| Capital | 268,771.90 | 502,559 | 1,206,142 | 22.3% |
| Contributions | - | - | - | 0.0% |
| Transfers | 606,261.00 | 546,931 | 1,312,635 | 46.2% |
| Reserves | - | - | - | 0.0% |
| | **$ 30,820,341.12** | **$ 36,168,558** | **$ 86,804,539** | **35.5%** |

The total budgeted expenditures for FY22 are $86,804,539 (including encumbrances from prior year and budget amendments). Of this amount, $58,617,438, or 67.5%, is related to personnel costs.

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

➢ Year-to-Date (YTD) Cash & Investments Comparisons




| General Fund Cash & Investments | | General Fund Cash & Investments | |
|---|---|---|---|
| Prior Month Ending Balance | $ 48,850,057.97 | **February 2022 Ending Balance** | **$ 47,809,191.17** |
| | | Cash Advanced to Other Funds: | |
| Cash Increase (Decrease) | (1,040,866.80) | CDBG Funds 112 and 126 | (127,803.87) |
| **Ending Balance 2/28/2022** | **$ 47,809,191.17** | **Total Available Cash & Investments** | **$ 47,681,387.30** |

## General Fund (GF) Balance - Summary

**CITY OF PALM BAY, FLORIDA**
OPERATING STATEMENT AND CHANGES IN FUND BALANCES
GENERAL FUND
For the Month Ended February 28, 2022

| | Prior YTD | Current YTD |
|---|---|---|
| **REVENUES** | | |
| Ad Valorem Taxes | $ 31,723,686 | $ 34,478,081 |
| Local Option Fuel Tax | 677,244 | 924,718 |
| Utility Service Taxes | 2,667,493 | 2,616,986 |
| Communication Service Tax | 658,570 | 677,092 |
| Franchise Fees | 1,442,940 | 1,481,578 |
| State Shared Revenues | 1,034,401 | 1,259,324 |
| Half Cent Sales Tax | 1,782,705 | 2,080,406 |
| Licenses and Permits | 529,122 | 145,240 |
| Grants and Other Entitlements | 362,581 | 136,857 |
| Charges for Services | 2,177,899 | 2,371,266 |
| Fines and Forfeitures | 250,188 | 235,346 |
| Interest, Rents and Other Revenues | 414,414 | 201,426 |
| Interfund Transfers and Other Sources | 763,634 | 1,161,849 |
| **Total Revenues** | **44,484,875** | **47,770,169** |
| **EXPENDITURES** | | |
| Legislative | 316,194 | 307,501 |
| City Manager | 164,887 | 423,850 |
| City Attorney | 86,154 | 116,893 |
| Procurement | 216,823 | 255,116 |
| Finance | 641,858 | 516,767 |
| Information Technology | 1,032,496 | 1,312,714 |
| Human Resources | 215,219 | 212,087 |
| Growth Management | 615,646 | 612,659 |
| Economic Development | 387,462 | 272,603 |
| Parks and Recreation | 1,696,878 | 610,998 |
| Facilities | 966,840 | 2,210,810 |
| Police | 8,406,448 | 9,216,940 |
| Fire | 6,668,965 | 6,911,663 |
| Public Works | 2,229,418 | 2,422,401 |
| Non-Departmental | 2,126,057 | 2,359,406 |
| Transfers | 4,086,355 | 3,057,933 |
| **Total Expenditures** | **29,857,703** | **30,820,341** |
| **Excess (Deficiency) of Revenues Over Expenditures** | **14,627,173** | **16,949,828** |
| **Fund Balance - Beginning** | **24,540,027** | **27,429,971** |
| **Fund Balance - Ending** | **$ 39,167,200** | **44,379,799** |

## General Fund (GF) Balance - Summary

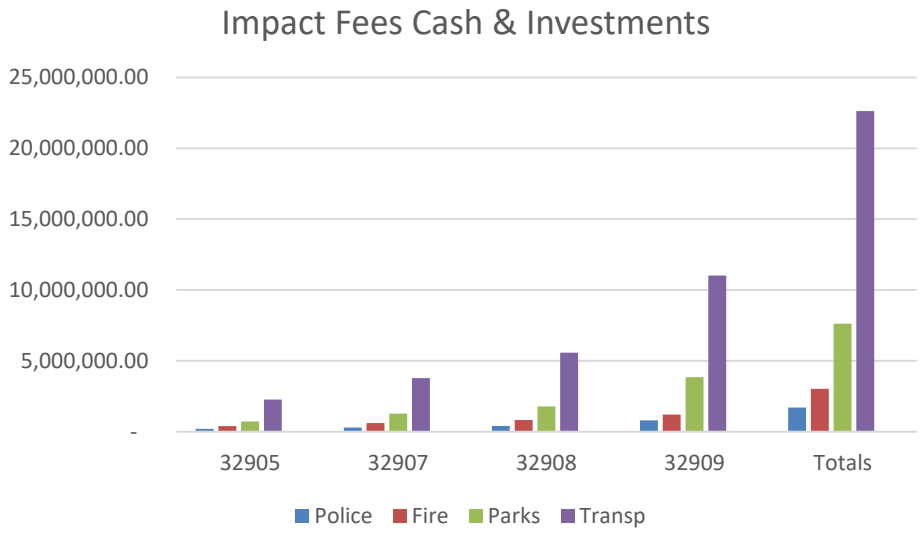
The minimum General Fund unrestricted fund balance, as established by Resolution 2021-03 (effective with the preparation of the City's September 30, 2022, Annual Comprehensive Financial Report and adoption of the City's Fiscal Year 2022 Budget), is two months of regular budgetary General Fund operating expenditures. The following is a history of the City's General Fund unrestricted fund balance.

| General Fund Balance - History | | | |
|---|---|---|---|
| | Minimum Required | Unrestricted Fund Balance | Unrestricted Fund Balance % |
| FY 2021 | $ 7,553,655 | $ 26,924,998 | 35.6% |
| FY 2020 | 6,758,163 | 23,658,524 | 35.0% |
| FY 2019 | 6,784,007 | 18,205,817 | 26.8% |
| FY 2018 | 6,478,266 | 14,940,492 | 23.1% |
| FY 2017 | 6,107,113 | 8,610,875 | 14.1% |

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

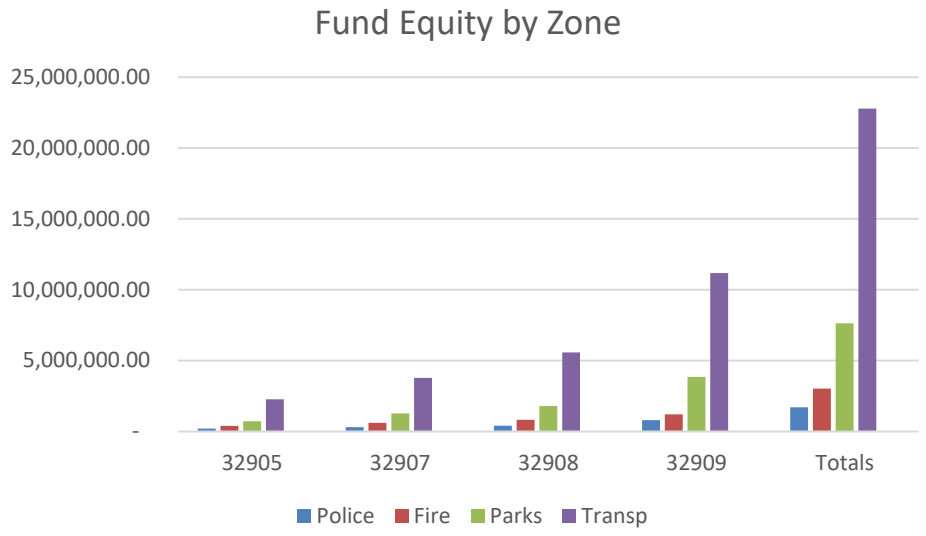
| 2/28/2022 | Zone 1 | Zone 2 | Zone 3 | Zone 4 | |
|---|---|---|---|---|---|
| | 32905 | 32907 | 32908 | 32909 | Totals |
| Police | 196,976.13 | 294,923.70 | 406,639.98 | 799,118.00 | 1,697,657.81 |
| Fire | 392,272.32 | 607,055.50 | 817,891.29 | 1,210,654.58 | 3,027,873.69 |
| Parks | 719,222.01 | 1,272,354.16 | 1,785,388.33 | 3,847,351.35 | 7,624,315.85 |
| Transp | 2,266,181.56 | 3,775,172.42 | 5,570,357.99 | 11,018,244.63 | 22,629,956.60 |
| Totals | 3,574,652.02 | 5,949,505.78 | 8,580,277.59 | 16,875,368.56 | 34,979,803.95 |

*Not including Transportation Impact Fees Zone 32909 amount of $373,669.50 Special Purpose Deposits / Bayside Estates or $71,824.50 segregated amount per I.L.A. with Brevard County.



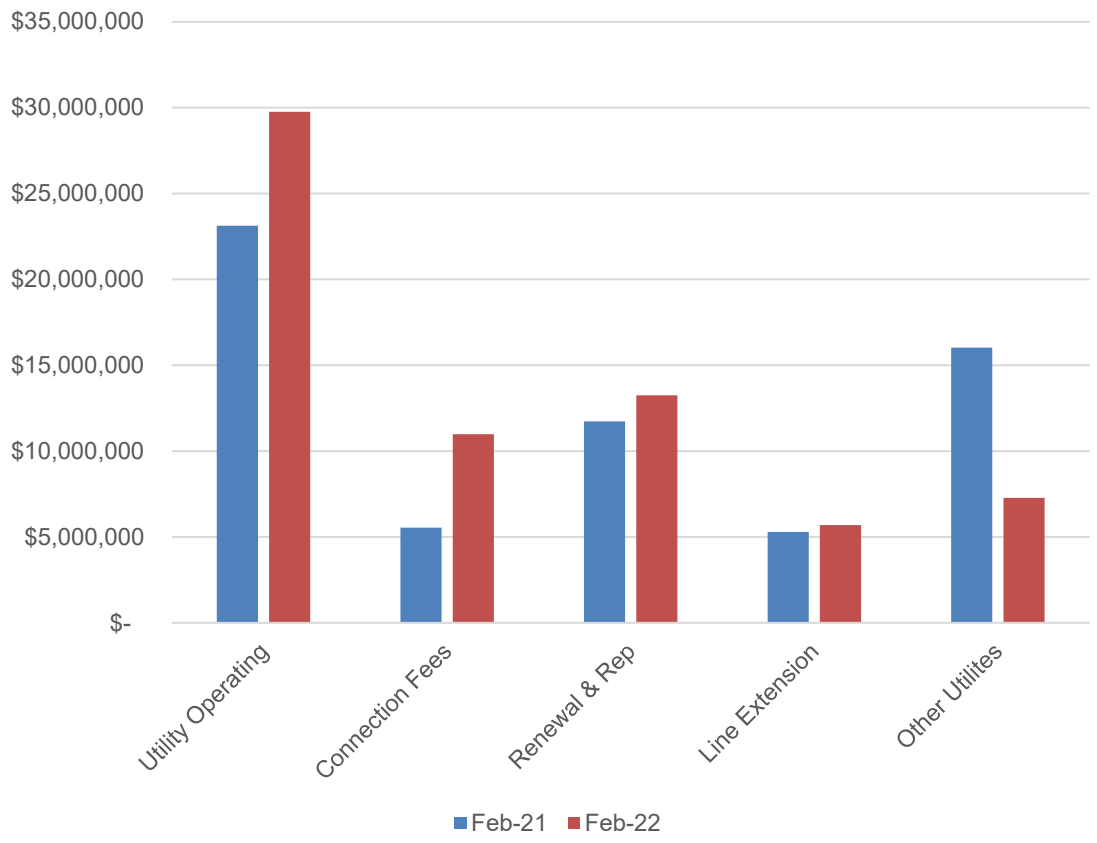
## Impact Fees by Nexus Zone – Fund Balance - Summary

| 2/28/2022 | 32905 | 32907 | 32908 | 32909 | Totals |
|---|---|---|---|---|---|
| Police | 196,976.13 | 294,923.70 | 406,639.98 | 799,118.00 | 1,697,657.81 |
| Fire | 392,272.32 | 607,055.50 | 817,891.29 | 1,205,229.43 | 3,022,448.54 |
| Parks | 719,222.01 | 1,272,354.16 | 1,785,388.33 | 3,847,352.24 | 7,624,316.74 |
| Transp | 2,266,179.85 | 3,775,172.42 | 5,570,357.99 | 11,170,831.99 | 22,782,542.25 |
| Totals | 3,574,650.31 | 5,949,505.78 | 8,580,277.59 | 17,022,531.66 | 35,126,965.34 |



## Utilities Fund Cash & Investments - Summary

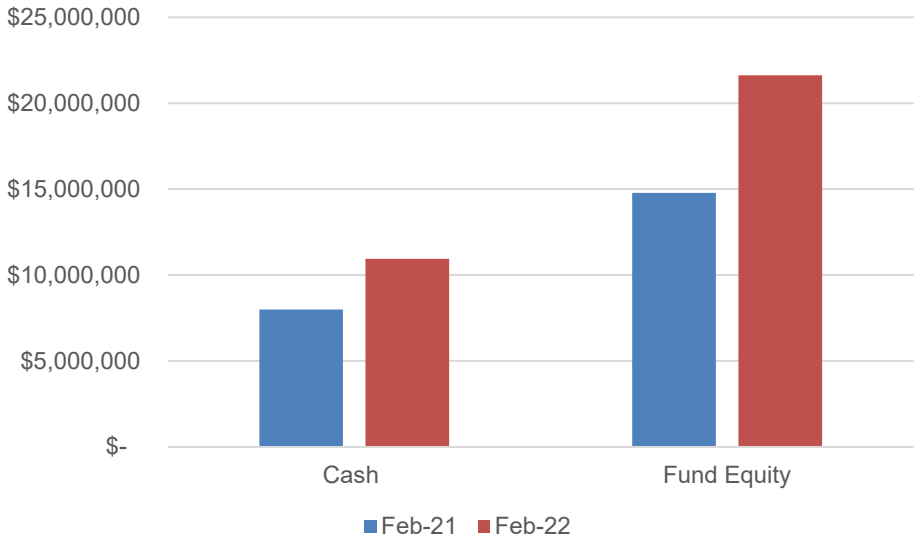
Year-to-Date (YTD) Comparison: Water & Sewer




Overall, the Water & Sewer Funds cash and investments increased by $5.24 million, or 8.5%, year over year.

## Stormwater Fund Cash & Equity - Summary

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

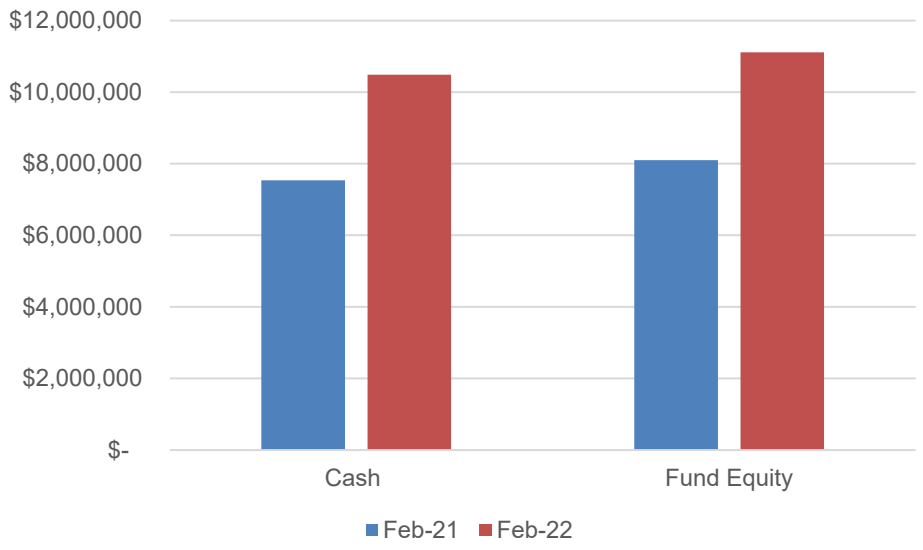



Overall, the Stormwater cash and investment balance increased by $2,950,062, or 36.9%, year over year.

Overall, the Stormwater fund equity increased by $6,847,480, or 46.3%, year over year.

## Building Fund Cash & Equity - Summary

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

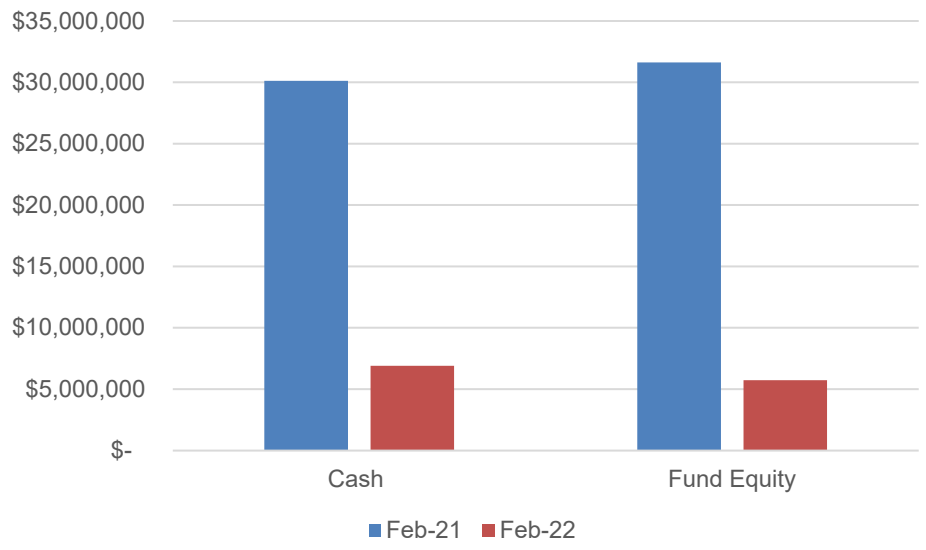



Overall, the Building cash and investment balance increased by $2,947,351, or 39.1%, year over year.

Overall, the Building fund equity increased by $3,011,182, or 37.2%, year over year.

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

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

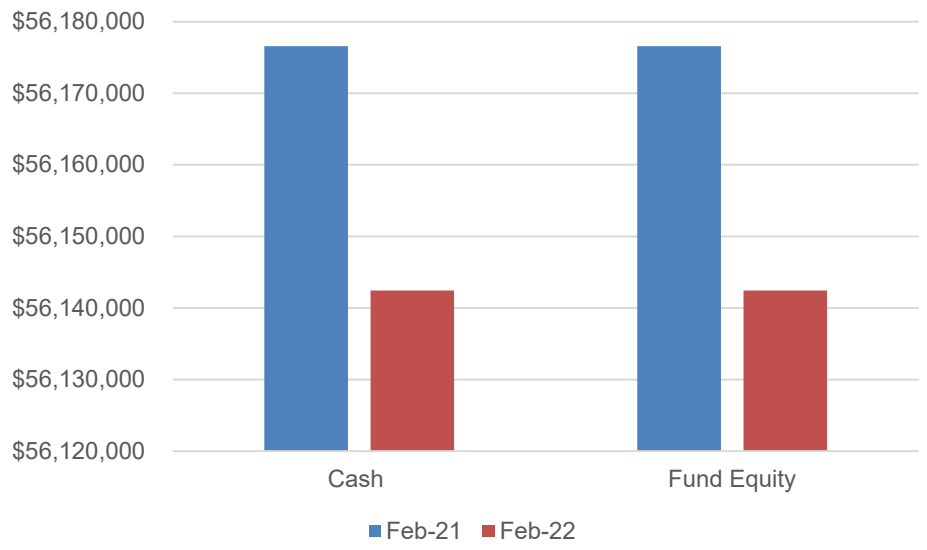



The 2019 General Obligation Road Program cash and investment balance decreased by $23,221,668, or 77.1%, year over year.

The 2019 G.O. Road Program Fund equity decreased by $25,892,019, or 81.9%, year over year.

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

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




The 2021 General Obligation Road Program cash and investment balance decreased by $34,117 year over year.

The 2021 G.O. Road Program Fund equity decreased by $34,117 year over year.

**Unaudited Financial Activity - All Funds**
**City of Palm Bay, Florida**
**As of February 28, 2022**
**42% of fiscal year completed**

| | | Budget | | Revenues | | Expenditures | |
|---|---|---|---|---|---|---|---|
| Fund # | Description | Original Budget | Revised Budget | Current Year to Date | Percent of Revised | Current Year to Date | Percent of Revised |
| | | | **General Fund** | | | | |
| 001 | General Fund | $83,236,049 | $86,804,539 | $47,770,169 | 55.0% | $30,820,341 | 35.5% |
| | | | **Special Revenue Funds** | | | | |
| 101 | Law Enforcement Trust Fund | 9,500 | 67,531 | 590 | 0.9% | 21,133 | 31.3% |
| 103 | Palm Bay Municipal Foundation | 30,000 | 30,000 | 2,001 | 6.7% | 1,452 | 4.8% |
| 105 | Code Nuisance Fund | 328,500 | 328,500 | 64,205 | 19.5% | 54,203 | 16.5% |
| 111 | State Housing Grant Fund | 4,500 | 150,143 | 1,224,100 | 815.3% | 66,465 | 44.3% |
| 112 | Comm Devel Block Grant Fund | 0 | 391,222 | 371 | 0.1% | 44,377 | 11.3% |
| 114 | Home Invest Grant Fund | 0 | 95,621 | 34,649 | 36.2% | 5,156 | 5.4% |
| 123 | NSP Program Fund | 0 | 2,790 | 127,390 | 4565.9% | 31 | 1.1% |
| 126 | CDBG Coronavirus Fund | 0 | 397,708 | 0 | 0.0% | 93,551 | 0.0% |
| 128 | ARPA Fund | 4,000,000 | 4,649,811 | 457 | 0.0% | - | 0.0% |
| 131 | Donations Fund | 0 | 0 | 21,637 | 0.0% | 17,131 | 0.0% |
| 153 | Fire Impact Fee Fund | 0 | 0 | 61 | 0.0% | - | 0.0% |
| 161 | Environmental Fee Fund | 100,000 | 100,000 | 87,175 | 87.2% | 0 | 0.0% |
| 181 | Bayfront Comm Redev Fund | 2,562,370 | 2,562,370 | 1,638,515 | 63.9% | 350,392 | 13.7% |
| | | | **Impact Fee Funds** | | | | |
| 180 | Police Impact Fees - 32905 | 30,050 | 30,050 | 28,047 | 93.3% | 82 | 0.3% |
| 183 | Police Impact Fees - 32907 | 75,100 | 91,200 | 67,657 | 74.2% | 19,643 | 21.5% |
| 184 | Police Impact Fees - 32908 | 90,150 | 127,911 | 103,188 | 80.7% | 38,109 | 29.8% |
| 186 | Police Impact Fees - 32909 | 200,300 | 238,086 | 160,781 | 67.5% | 38,335 | 16.1% |
| 187 | Fire Impact Fees - 32905 | 60,400 | 60,400 | 42,488 | 70.3% | 230 | 0.4% |
| 188 | Fire Impact Fees - 32907 | 150,700 | 150,700 | 104,201 | 69.1% | 310 | 0.2% |
| 189 | Fire Impact Fees - 32908 | 200,800 | 200,800 | 155,887 | 77.6% | 1,044 | 0.5% |
| 190 | Fire Impact Fees - 32909 | 401,500 | 1,039,117 | 246,715 | 23.7% | 150,758 | 14.5% |
| 191 | Parks Impact Fees - 32905 | 70,400 | 235,090 | 89,740 | 38.2% | 215 | 0.1% |
| 192 | Parks Impact Fees - 32907 | 301,000 | 1,053,056 | 200,568 | 19.0% | 210 | 0.0% |
| 193 | Parks Impact Fees - 32908 | 401,500 | 864,137 | 329,373 | 38.1% | 354 | 0.0% |
| 194 | Parks Impact Fees - 32909 | 803,000 | 803,000 | 521,333 | 64.9% | 296 | 0.0% |
| 196 | Trans Impact Fees - 32905 | 253,700 | 253,700 | 301,548 | 118.9% | 376 | 0.1% |
| 197 | Trans Impact Fees - 32907 | 1,003,700 | 1,333,211 | 665,715 | 49.9% | 18,039 | 1.4% |
| 198 | Trans Impact Fees - 32908 | 1,303,500 | 1,303,500 | 1,238,830 | 95.0% | 592 | 0.0% |
| 199 | Trans Impact Fees - 32909 | 2,720,600 | 2,780,945 | 1,727,448 | 62.1% | 995,380 | 35.8% |

**Unaudited Financial Activity - All Funds**
**City of Palm Bay, Florida**
**As of February 28, 2022**
**42% of fiscal year completed**

| | | Budget | | Revenues | | Expenditures | |
|---|---|---|---|---|---|---|---|
| Fund # | Description | Original Budget | Revised Budget | Current Year to Date | Percent of Revised | Current Year to Date | Percent of Revised |
| | **Debt Service Funds** | | | | | | |
| 201 | Debt Service Fund | 528,207 | 528,207 | 0 | 0.0% | 0 | 0.0% |
| 214 | 2004 Pension Bond Debt Svc Fd | 190,100 | 190,100 | 79,177 | 41.7% | 175,000 | 92.1% |
| 221 | 2013 Pension Bonds DS Fund | 1,467,947 | 1,467,947 | 611,247 | 41.6% | 1,367,455 | 93.2% |
| 223 | 2015 Franchise Fee Note DS Fd | 531,607 | 531,607 | 221,427 | 41.7% | 504,198 | 94.8% |
| 224 | 2015 Sales Tax Bonds DS Fd | 824,350 | 824,350 | 343,239 | 41.6% | 646,891 | 78.5% |
| 225 | 2015 Sales Tax Bonds DS Fd - TIF | 227,231 | 227,231 | 226,978 | 99.9% | 178,136 | 78.4% |
| 226 | 2016 Franchise Fee Note DS Fd | 337,191 | 337,191 | 140,389 | 41.6% | 262,373 | 77.8% |
| 227 | 2018 LOGT Note DS Fd | 768,589 | 768,589 | 767,852 | 99.9% | 662,392 | 86.2% |
| 228 | 2019 GO Bonds DS Fd | 3,529,100 | 3,529,100 | 6,368,318 | 180.5% | 3,771,009 | 106.9% |
| 229 | 2019 Pension Bonds DS Fund | 2,208,155 | 2,208,155 | 919,661 | 41.6% | 1,412,342 | 64.0% |
| 230 | 2020 Special Oblig Ref Note | 328,538 | 328,538 | 136,846 | 0.0% | 288,025 | 87.7% |
| 231 | 2021 Pension Bonds DS Fund | 3,449,976 | 3,449,976 | 2,878,699 | 83.4% | 1,478,976 | 42.9% |
| | **Capital Projects Funds** | | | | | | |
| 301 | Community Investment Fund | 1,000 | 3,329,583 | 148,272 | 4.5% | 2,418 | 0.1% |
| 306 | 2015 FF Nt Procds I-95 Intchg Fd | 100 | 180,745 | 0 | 0.0% | 0 | 0.0% |
| 307 | Road Maintenance CIP Fd | 755,000 | 1,964,410 | 95,270 | 4.8% | 696,481 | 35.5% |
| 308 | '18 LOGT Nt Procds-Rd I-95 Fd | 500 | 310,108 | 39 | 0.0% | 0 | 0.0% |
| 309 | '19 GO Bond Proceeds-Road Fd | 100,000 | 30,662,219 | 3,192 | 0.0% | 693,398 | 2.3% |
| 310 | '21 GO Bond Proceeds-Road Fd | 0 | 8,799 | 19,907 | 0.0% | 0 | 0.0% |

**Unaudited Financial Activity - All Funds**
**City of Palm Bay, Florida**
**As of February 28, 2022**
**42% of fiscal year completed**

| | | Budget | | Revenues | | Expenditures | |
|---|---|---|---|---|---|---|---|
| Fund # | Description | Original Budget | Revised Budget | Current Year to Date | Percent of Revised | Current Year to Date | Percent of Revised |
| | **Proprietary Funds** | | | | | | |
| | **Utility Funds** | | | | | | |
| 421 | Utilities Operating Fund | 36,364,755 | 40,944,267 | 13,673,054 | 33.4% | 10,765,187 | 26.3% |
| 423 | Utility Connection Fee Fund | 5,142,459 | 5,350,081 | 1,871,722 | 35.0% | 1,550,356 | 29.0% |
| 424 | Utility Renewal / Replace Fd | 7,290,511 | 16,443,367 | 2,649,558 | 16.1% | 1,220,051 | 7.4% |
| 425 | Main Line Extension Fee Fund | 1,803,549 | 2,472,181 | 655,818 | 26.5% | 645,965 | 26.1% |
| 426 | 2016 Utility Bond Fund | 1,533,420 | 1,533,420 | 638,168 | 41.6% | 0 | 0.0% |
| 427 | 2001 Bond Fund | 1,951,231 | 1,951,231 | 798,087 | 40.9% | 0 | 0.0% |
| 431 | USA1 Assessment Fund | 0 | 0 | 18 | 0.0% | 0 | 0.0% |
| 432 | Unit 31 Assessment Fund | 361,202 | 361,202 | 332,598 | 92.1% | 281,071 | 77.8% |
| 433 | Utility SRF Loan Fund | 3,196 | 28,573,353 | 0 | 0.0% | 2,316,296 | 8.1% |
| 434 | 2020 Utility Note Fund | 769,468 | 6,179,350 | 321,722 | 5.2% | 1,901,030 | 30.8% |
| | **Other Enterprise Funds** | | | | | | |
| 451 | Building Fund | 10,630,867 | 11,519,376 | 2,478,234 | 21.5% | 1,897,382 | 16.5% |
| 461 | Stormwater Fund | 9,444,554 | 12,820,510 | 4,649,554 | 36.3% | 2,078,128 | 16.2% |
| 471 | Solid Waste Fund | 13,194,432 | 13,194,432 | 5,582,614 | 42.3% | 3,255,246 | 24.7% |
| | **Internal Service Funds** | | | | | | |
| 511 | Employee Health Insurance Fd | 16,038,918 | 16,039,168 | 6,436,688 | 40.1% | 5,308,958 | 33.1% |
| 512 | Risk Management Fund | 4,923,374 | 4,923,374 | 2,033,935 | 41.3% | 1,735,213 | 35.2% |
| 513 | Other Employee Benefits Fd | 5,145,880 | 5,145,880 | 1,665,412 | 32.4% | 1,993,441 | 38.7% |
| 521 | Fleet Services Fund | 4,527,849 | 6,404,112 | 2,006,014 | 31.3% | 3,124,931 | 48.8% |

The City of Palm Bay Florida

# LEGISLATIVE MEMORANDUM

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

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

**THRU:** **Juliet Misconi, Chief Procurement Officer**

**DATE:** **4/7/2022**

**RE:** **Acknowledgement of the Semi-Annual Report of Formal Solicitations awarded by the Procurement Department from September 18, 2021, through March 17, 2022.**

The City Code of Ordinances § 38.08 Mandatory City Council Approval Requirements, paragraph (E) states: The Chief Procurement Officer will prepare a report for Council acknowledgement of competitive solicitations issued by the Procurement Department and awarded in accordance with the Procurement Administrative Codes which are under the mandatory City Council approval amount. In the Procurement Manual, Section G, paragraph 3(e), the period for reporting will be as needed, but no less than bi-annually, and brought forth as a Legislative Memo for City Council acknowledgement.

A report of competitive formal quotes, invitation for bids, and requests for proposals issued by the Procurement Department and awarded for less than $100,000 for Fiscal Year 2021 since the last report dated September 17, 2021, through March 17, 2022, is attached for Council's acknowledgment.

**REQUESTING DEPARTMENT:**
Procurement

**FISCAL IMPACT:**
There is no fiscal impact for this action. The solicitations were awarded based on confirmation from the End User Department and the Finance Department that the funds were appropriately budgeted through the Purchase Requisition approval process, in advance of Award and Purchase Order issuance.

**RECOMMENDATION:**
Motion to acknowledge receipt of the Semi-Annual Report of Formal Solicitations Issued & Awarded by Procurement from September 18, 2021, through March 17, 2022.

**ATTACHMENTS:**

**Description**

**Semi-Annual Report**

# Formal Solicitations Awarded by Procurement
## FY 2021 2022: 9/18/2021 through 3/17/2022

| Dept. | IFB RFP QUO | # | DESCRIPTION OF SOLICITATION | PROPOSED AWARDED | BUDGET/EST. AMOUNT | ESTIMATED OR ACTUAL AMOUNT OF AWARD | |
|---|---|---|---|---|---|---|---|
| FIRE | QUO | 70-0 | FMTV SKID FABRICATION | CHEMICAL CONTAINERS, INC. | $35,000.00 | $35,470.00 | |
| PUBLIC WORKS | QUO | 02-0 | HEAVY TRUCKS PARTS & SERVICE | KELLY FORD<br>MAUDLIN INTERNATIONAL TRUCKS<br>GARY YEOMANS FORD OF PALM BAY | $50,000.00 | $50,000.00 | Est. |
| PUBLIC WORKS | QUO | 03-0 | FORD OEM REPLACEMENT AUTO PARTS | GARY YEOMAN FORD OF PB | $25,000.00 | $25,000.00 | Est. |
| HR | RFP | 04-0 | LEARNING MANAGEMENT SYSTEM | KNOWLEDGE CITY | $32,650.00 | $25,866.22 | 3 yr. |
| IT | QUO | 07-0 | PHONE SYSTEM MAINTENANCE | MORSE COMMUNICATIONS | $30,000.00 | $23,850.55 | |
| FACILITIES | QUO | 09-0 | GENERAL CONTRACTOR SERVICES FOR MINOR CONSTRUCTION | DANE CONTRACTING INC<br>DONE RIGHT CONTRACTING LLC<br>DOUG WILSON ENTERPRISES INC<br>IRONROCK COMMERCIAL CONSTRUCTION LLC | $50,000.00 | $50,000.00 | Est. |
| PUBLIC WORKS/UTL | QUO | 11-0 | CONCRETE/FLOWABLE FILL | CEMEX<br>ADVANTAGE CONCRETE OF FLORIDA INC | $25,000.00 | $25,000.00 | Est. |

The City of Palm Bay Florida

# LEGISLATIVE MEMORANDUM

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

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

**THRU:** **Valentino Perez, Chief Building Official**

**DATE:** **4/7/2022**

**RE:** **Consideration of travel and training for specified City employees (Building Department).**

The Building Department is requesting approval for Myron Taylor, Building Code Compliance Inspector, to travel overnight to attend the 33rd Annual Education Conference - Unmasking the Future of Florida Association of Code Enforcement to be held on June 7-10, 2022 at Rosen Plaza Hotel, 9700 International Drive, Orlando, FL 32819.

Attending this conference will enable Mr. Taylor to maintain his Florida Association of Code Enforcement Certification and gain education on the new codes.

Meal and incidentals are estimated to be $57.25 per day for four (4) days totaling $229. The cost for hotel accommodations for three (3) nights is estimated to be $127 per night, totaling $381.00. The total estimated cost of travel is $1,070. Funds are available in Building Department Education Surplus account #451-0000-220-1024.

**REQUESTING DEPARTMENT:**
Building Department

**FISCAL IMPACT:**
The total estimated cost of travel is $1,070. Funds are available in Building Department Education Surplus account #451-0000-220-1024.

**RECOMMENDATION:**
Motion to approve Building Department travel estimated amount $1,070 from the Building Department Educational Surplus Fund.

The City of Palm Bay Florida

# LEGISLATIVE MEMORANDUM

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

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

**DATE:** **4/7/2022**

**RE:** **Consideration of travel and training for specified employees (Office of the City Manager).**

The City Manager's Office is requesting permission for the following employees to travel for business purposes:

City Manager Suzanne Sherman and Deputy City Manager Joan Junkala-Brown would like to attend the Florida City and County Management Association (FCCMA) 2022 Annual Conference which is to be held June 1st through June 4th, 2022 at the Renaissance Orlando at SeaWorld hotel. The conference provides educational seminars and networking opportunities to meet and interact with other local government officials from around the state, while allowing an opportunity to showcase new products and services.

The City Manager would like to attend this conference June 1 - 3 as day travel only. The registration cost is $500 plus an extra charge of $75 to attend the annual ethics training workshop. Mileage with tolls is estimated at $270.71, parking fees for three (3) days is $90, and per diem of $32. The total estimated cost is $967.71.

The Deputy City Manager would like to attend June 1 - 2 as day travel only. The registration cost for the second attendee is $475 plus an extra charge of $75 to attend the annual ethics training workshop. Mileage with tolls is estimated at $182.14, parking fees for two (2) days is $60, and per diem of $27. The total estimated cost is $819.14.

The total cost for both employees is estimated at $1,786.85.

**REQUESTING DEPARTMENT:**
City Manager's Office

**FISCAL IMPACT:**
The estimated travel costs are available within the City Managers Travel and Per Diem account 001-1210-512-4001 in the amount of $661.85 and Training and Educational Costs account 001-1210-512-5501 in the amount of $1,125.

**RECOMMENDATION:**
Motion to approve travel and training as noted above.

**ATTACHMENTS:**

**Description**

**Travel Request backup**

**Travel Request backup**

# CITY OF PALM BAY, FLORIDA

**Travel Request/Advance Request**

**Control #**

**Request Date:** 3/15/2022

**Contact/Ext** Angela 3207

| | | | |
|---|---|---|---|
| **Name:** | Suzanne Sherman | **Destination:** | FCCMA Conf. 14100 Bonnet Creek Resort Orlando |
| **Department/Division:** | CMO | **Date of:** | Departure: 6/1, 6/2, 6/3 — Return: 6/1, 6/2, 6/3 |
| | | **Time of:** | 10:30am, 6am, 6am — 7pm, 5pm, 7pm |
| **Account To Be Charged:** | 001-1210-512-4001 & 5501 | **Estimated Cost:** before mileage reimbursement | **$702.00** |

**Purpose of Travel** (Specify Conference, School or Other Reason) - **ATTACH ITINERARY**

Attendance at the FCCMA 2022 Annual Conference

Date approved by Council: 4/7/22

**Transportation:** **boldface or circle choice(s)** Personal Employee Vehicle City Vehicle

**Common Carrier (complete below)**

| PREPAID EXPENSES | VENDOR/ADDRESS | EXPLANATION | AMOUNT | FINANCE USE ONLY | |
|---|---|---|---|---|---|
| Registration<br>Due Date<br>Hand Carry Y N | FCCMA Annual Conference<br>6677 Sea Harbor Drive<br>Orlando<br>*Acct#5501* | FCCMA Annual Conference<br>Registration: **$** 500.00<br>Ethics Class:**$** 75.00 | $575.00 | Vendor # | Check #<br>Date |
| Lodging<br>Due Date<br>Hand Carry Y N | *Acct#4001* | Rate<br># Nights | | Vendor # | Check #<br>Date |
| Common Carrier (if applicable)<br>Due Date<br>Hand Carry Y N | *Acct#4001* | | | Vendor # | Check #<br>Date |
| Other Expenses<br>Due Date<br>Hand Carry Y N | Mileage/tolls @ 75.7 miles,<br>151.40 round trip each day x3 days @ $0.585 per mile<br>*Acct#4001* | Total miles 454.2 =$265.71<br>estimated toll $5.00<br>$270.71 | | Vendor # | Check #<br>Date |
| Other Expenses<br>Due Date<br>Hand Carry Y N | onsite parking<br>*Acct#4001* | $30.00 day<br>x 3 day= | $90.00 | Vendor # | Check #<br>Date |

**PER DIEM ADVANCE** ***Acct#4001***

**Refer to www.gsa.gov for rates - attach proof of rate**

(Lodging prepaid - receipt required)

| | | | | | |
|---|---|---|---|---|---|
| Breakfast | 0 | @ | $16.00 | = | $0.00 |
| Lunch | 1 | @ | $17.00 | = | $17.00 |
| Dinner | 0 | @ | $31.00 | = | $0.00 |
| Incidentals | 3 | @ | $5.00 | = | $15.00 |

$32.00 — Vendor # — Check # — Date

**TRAVEL APPROVALS**

Department Head — Date

Finance — Date

(if applicable)

City Manager — Date

(ATTACH TO EXPENSE REPORT UPON RETURN)

# Annual Conference Agenda

This is a tentative schedule and subject to change. Please check our website for updated conference information as it becomes available.

**ICMA Practices**
This conference will address most ICMA Practice Groups. The final conference program will indicate group practice hours where applicable so members may plan their best use of conference time for credentialing purposes. For more information contact: Carol Russell, FCCMA, P.O. Box 1757, Tallahassee, FL 32302-1757, (850) 222-9684 or crussell@flcities.com.

## Tentative Schedule

**Wednesday, June 1, 2022**

8:00 a.m. – 7:00 p.m.
**Registration Desk Open**

8:30 a.m. – 1:00 p.m.
**Pre-Conference Workshop – So You're Going to Be a City/County Manager**
Whether you're at the start of your career or have long-time city or county management ambitions, then you need to attend this session! Becoming a city or county manager may be your dream job or it may be the one you haven't started thinking about yet. What exactly does it take to get there? Career paths for managers vary from private sector professionals to public servants who have always wanted to be a manager. In this entertaining and informative session, professionals from throughout Florida will share how they got to the top spot… or just the spot they always wanted. You'll learn how to get the job, how to adjust to the top spot and how to prepare for your financial future.
**There is no charge for this workshop, but pre-registration is required.**

1:00 p.m. – 5:00 p.m.
**Pre-Conference Workshop – Righting Wrongs in Government: Ethics, Exonerations and Accountability**
At last year's conference, **Gilbert King**, author of *Devil in the Grove* and other books on race and social justice, provided a thoughtful session on bias and ethical decision-making. This session will continue the conversation and is something you won't want to miss!
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Calling ALL attendees!! If you're new to FCCMA, new to the conference or would just like to network with members you may not know, join us for this unique networking session. Get to know more people (including our current board members) and learn about the association via a series of speed rounds designed to make the conversation easy and fun.
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6:00 p.m. – 8:00 p.m.
**Good Ideas Center Exhibits Open**

6:00 p.m. – 8:00 p.m.
**President's Welcome Reception in the Good Ideas Center**

**Thursday, June 2, 2022**

7:30 a.m. – 5:00 p.m.
**Registration Desk Open**

7:45 a.m. – 8:45 a.m.
**Continental Breakfast in the Good Ideas Center**

7:45 a.m. – 3:45 p.m.
**Good Ideas Center Exhibits Open**

8:30 a.m. – 10:30 a.m.
**Opening General Session – Chasing Failure: What Our Goals Require Most is the Bravery to Fail**
What would you do if you knew you could not fail? Chasing failure is all about having a vision for a dream, a goal, a mission — and knowing that the road will be paved with failure, but still proceeding with conviction and passion. This is what sets those who succeed beyond measure from those who simply exist. The fear of failure will keep you inside a box, stall innovation and make sure you hesitate anytime you even think about taking a risk that could help you achieve goals beyond your wildest dreams. As leadership expert **Ryan Leak** will share, you don't actually have to get over the fear. Just do it scared and take really good notes.
When you're chasing failure, you're either going to win or you're going to learn. Hopefully, both will happen. Ryan will share the blueprint for success by giving you an approach to see what the predictable failures might be so you can circumvent those more easily, or deal with them more effectively when they arise.

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Exciting opportunities for economic development, neighborhood revitalization, pocket parks or affordable housing are right under your nose. Learn how an active lien enforcement program will unlock both the property and the funding you need for community improvements. You can eliminate the hassle and blight of boarded-up properties and zombie lots while accomplishing your community's strategic goals, no matter what they are.

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The skills used by crisis negotiation teams to de-escalate aggressive or non-cooperative behavior can be useful for managers as well. **Vincent Dalfonzo**, a retired Supervisory Special Agent with the FBI, has been at the forefront of many historic situations, including the hostage-taking of Captain Phillips by Somalian pirates and the surrender of the Boston Marathon Bomber. He'll share his experiences and the many lessons he learned.

9:00 a.m. – 5:00 p.m.
**Résumé Review Appointments**

10:30 a.m. – 11:45 a.m.
**Concurrent Sessions**
**Session 1 – Negotiation Session Title**
**Session 2 – From "Not" to "Hot": How an Unlikely County Government Became a Nationally Recognized Workplace**
Centralized power. Risk averse. No measurables. Distrust. Undefined goals. Fear of management. Not too long ago, this is how you could have described Pasco County government, but over the past eight years several changes in leadership styles and operational approaches have impacted its organizational culture and workforce. By flattening the organization, developing and trusting its team members and adopting a service-oriented approach, Pasco County has become a nationally and locally recognized top place to work. Join us as we share tangible steps you can replicate to take your local government to the next level and prepare your organization for the next generation.
**Session 3 – The Leadership Balance: Managing through Conflict, Challenges and Choices (Part II)**
This workshop is a continuation, with different topics, from Thursday's look at leadership. Join FCCMA past presidents as their share life experiences within the profession.

12:00 p.m. – 1:30 p.m.
**Luncheon and Annual Business Meeting**

1:45 p.m. – 3:00 p.m.
**Concurrent Sessions**
**Session 1 – Policing Evolved: 911 Calls and Mental Health Response in the 21st Century**
Over the past two years, a national movement for police reform and increased community demand for mental health services has led to an evolution of the first responder industry. Local governments and law enforcement agencies around the nation have started piloting new approaches for responding to 911 calls involving a non-violent individual experiencing a mental health crisis. This session will explore three models that have been piloted in Florida to meet emergency mental health response demand, including best practices and impacts for law enforcement agencies and the communities they serve.
**Session 2 – Get What You Paid For! Construction Cost Avoidance and Verification**
Construction contracts include common pitfalls leading to unwanted charges – including COVID-19 impacts. Learn from existing contracts how to structure the financial components to benefit your jurisdiction. Good contract clauses mitigate unwanted charges and facilitate significant cost avoidance and savings when paired with a robust construction cost verification process. Fort Lauderdale used these tools on two major projects and saved hundreds of thousands of dollars, but it works for small projects too.

3:15 p.m. – 4:30 p.m.
**General Session – Journeys: Moving the Needle on Culture**
The Journeys session is where we come together each year for candid and thoughtful conversation — to inspire and challenge our thinking and to gain perspective by self-reflection as well as by looking through a different lens.

These past few years have created the perfect storm of opportunity to address many long standing issues — diversity, equity, inclusion and belongingness among them — yet also gave rise to new issues forcing culture change upon us. We have been given a call to action. Today, the question is not if or when, but instead how and what are we going to do to change our culture.

This year's session will pick up the lively exchange where last year's left off. Through intentional and intimate dialogue on how different is better and how inclusion is crucial to culture, we hope to get attendees comfortable with being uncomfortable, to think beyond traditional norms and to consider the missing pieces of the puzzle. By sharing stories of successes and barriers to belongingness in our organizations and communities, we will hopefully provide tips to turn insight into action and offer inspiration to embrace culture change as the platform for success in our organizations and in our communities, today and in the future.

4:30 p.m. – 5:30 p.m.
**Spouses' Gathering**
Join other spouses and partners for an informal get-together to share advice, war stories and common interests.
**There is no charge for this event, but pre-registration is requested.**

6:30 p.m. – 10:00 p.m.
**Friday Night Social at SeaWorld®**
Join us for an exciting evening at SeaWorld®! Following a full buffet dinner, enjoy visiting with the animals, thrill-seeking on the park's world-class rollercoasters or watching fireworks over the lagoon. Your registration fee includes park admission and unlimited Quick Queue passes for front-of-the-line ride access. This is an event for the entire family, **but everyone who attends MUST have a ticket**. Be sure to register your children if they will be coming with you.

## Saturday, June 4, 2022

8:00 a.m. – 9:45 a.m.
**Closing Breakfast**
This is a tentative schedule and subject to change.

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**Renaissance Orlando at SeaWorld®**

6677 Sea Harbor Drive
Orlando, Florida 32821 USA

| | |
|---|---|
| Phone: | +1 407-351-5555 |
| Fax: | +1 407-351-9991 |
| Toll-free: | +1 800-327-6677 |
| Sales: | +1 407-248-7360 |
| Sales fax: | +1 407-351-9994 |


# Arrival Information

## Check-in and Check-out

Check-in: 4:00 PM

Check-out: 11:00 AM

Express Checkout

Video Review Billing, Video Checkout

## Internet Access

Guest rooms: Wireless

High Speed: Check email + browse the Web for 14.95 USD/day

Enhanced High Speed: Video chat, download large files + stream video for 18.95 USD/day

Lobby and public areas: Complimentary Wireless

Meeting rooms: Wireless, Wired

## Parking

Electric car charging stations: 8, Complimentary

On-site parking, fee: 30 USD daily

Valet parking, fee: 45 USD daily

## Property Details

10 floors, 716 rooms, 65 suites

46 meeting rooms, 161,003 sq ft of total meeting space

## Pet Policy

Pets not allowed

## Smoke-free Policy

This hotel has a smoke-free policy

# Services & Amenities

All public areas non-smoking
Vending machines
Coffee/tea in-room
Concierge desk
Laundry on-site
Mobility accessible rooms
Storage space
Car Rental, Nearby
Gift/newsstand
Cash machine/ATM
Hot breakfast, fee from: 19 USD
Laundry on-site, coin operated
Safe deposit boxes, front desk
Valet dry-cleaning

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**Loading...**

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# Driving Directions

Use ctrl + scroll to zoom the map

Google

Map data ©2022 Google, INEGI

## Starting Location

### 120 Malabar Rd, Palm Bay, FL 32907, USA

## Ending Location

### Renaissance Orlando at SeaWorld®

6677 Sea Harbor Drive
Orlando, Florida 32821 USA
Phone +1 407-351-5555

## Directions

**ATTENTION: We do our best to present accurate driving directions, generated from the most current mapping services available. However, new road construction and highway modifications may result in some discrepancies.**

Thank you for choosing Marriott. We look forward to seeing you soon.

### Estimated Travel Time: 75.7 mi. About 1 hour 14 mins

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A **120 Malabar Rd, Palm Bay, FL 32909, USA**

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| | | |
|---|---|---|
| 1. | Head east toward Aviation Ave NE | 0.1 mi |
| 2. | Turn right onto Aviation Ave NE | 171 ft |
| 3. | Turn left at the 1st cross street onto Malabar Rd | 0.1 mi |
| 4. | Turn right onto Minton Rd | 2.5 mi |
| 5. | Turn right onto Palm Bay Rd NE | 1.1 mi |
| 6. | Turn left to merge onto I-95 N | 28.7 mi |
| 7. | Take exit 205 to merge onto FL-528 W toward Orlando | 1.1 mi |
| 8. | Keep left to continue on FL-528 W/FL-528 Toll W<br>Toll road | 40.3 mi |
| 9. | Take exit 1 for International Dr | 0.4 mi |
| 10. | Keep left at the fork to continue toward International Dr | 400 ft |
| 11. | Turn left onto International Dr | 0.2 mi |
| 12. | Turn right onto Westwood Blvd | 0.9 mi |
| 13. | Turn left onto Florida Festival Dr | 0.2 mi |
| 14. | Turn right<br>Destination will be on the right | 289 ft |

B **6677 Sea Harbor Dr, Orlando, FL 32821, USA**

Map data ©2022 Google

# CITY OF PALM BAY, FLORIDA

**Travel Request/Advance Request**

**Control #**

**Request Date:** 3/15/2022

**Contact/Ext** Angela 3207

| | | | |
|---|---|---|---|
| **Name:** | Joan Junkala-Brown | **Destination:** | FCCMA Conf. 14100 Bonnet Creek Resort Orlando |
| **Department/Division:** | CMO | **Date of:** Departure 6/1, 6/2 | Return 6/1, 6/2 |
| | | **Time of:** 6am, 6am | 7pm, 5pm |
| **Account To Be Charged:** | 001-1210-512-4001 & 5501 | **Estimated Cost:** before mileage reimbursement | **$642.00** |

**Purpose of Travel** (Specify Conference, School or Other Reason) - **ATTACH ITINERARY**

Attendance at the FCCMA 2022 Annual Conference

Date approved by Council: 4/7/22

**Transportation: boldface or circle choice(s)** Personal Employee Vehicle _____ City Vehicle

**Common Carrier (complete below)**

| PREPAID EXPENSES | VENDOR/ADDRESS | EXPLANATION | AMOUNT | FINANCE USE ONLY | |
|---|---|---|---|---|---|
| Registration<br>Due Date<br>Hand Carry Y N | FCCMA Annual Conference<br>6677 Sea Harbor Drive<br>Orlando<br>*Acct#5501* | FCCMA Annual Conference<br>Registration: **$** 475.00<br>Ethics Class:**$** 75.00 | $550.00 | Vendor # | Check #<br>Date |
| Lodging<br>Due Date<br>Hand Carry Y N | *Acct#4001* | Rate<br># Nights | | Vendor # | Check #<br>Date |
| Common Carrier<br>(if applicable)<br>Due Date<br>Hand Carry Y N | *Acct#4001* | | | Vendor # | Check #<br>Date |
| Other Expenses<br>Due Date<br>Hand Carry Y N | Mileage/tolls @ 75.7 miles,<br>151.40 round trip each day x2<br>days @ $0.585 per mile<br>*Acct#4001* | Total miles 302.8 =$177.14<br>estimated toll $5.00<br>$182.14 | | Vendor # | Check #<br>Date |
| Other Expenses<br>Due Date<br>Hand Carry Y N | onsite parking<br>*Acct#4001* | $30.00 day<br>x 2 day= | $60.00 | Vendor # | Check #<br>Date |

**PER DIEM ADVANCE** ***Acct#4001***

**Refer to www.gsa.gov for rates - attach proof of rate**

(Lodging prepaid - receipt required)

| | | | | | |
|---|---|---|---|---|---|
| Breakfast | 0 | @ | $16.00 | = | $0.00 |
| Lunch | 1 | @ | $17.00 | = | $17.00 |
| Dinner | 0 | @ | $31.00 | = | $0.00 |
| Incidentals | 2 | @ | $5.00 | = | $10.00 |

$27.00 | Vendor # | Check # | Date

**TRAVEL APPROVALS**

Department Head _____ Date

Finance _____ Date

(if applicable)

City Manager _____ Date

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**Concurrent Sessions**
**Session 1 – Negotiation Session Title**
**Session 2 – From "Not" to "Hot": How an Unlikely County Government Became a Nationally Recognized Workplace**
Centralized power. Risk averse. No measurables. Distrust. Undefined goals. Fear of management. Not too long ago, this is how you could have described Pasco County government, but over the past eight years several changes in leadership styles and operational approaches have impacted its organizational culture and workforce. By flattening the organization, developing and trusting its team members and adopting a service-oriented approach, Pasco County has become a nationally and locally recognized top place to work. Join us as we share tangible steps you can replicate to take your local government to the next level and prepare your organization for the next generation.
**Session 3 – The Leadership Balance: Managing through Conflict, Challenges and Choices (Part II)**
This workshop is a continuation, with different topics, from Thursday's look at leadership. Join FCCMA past presidents as their share life experiences within the profession.

12:00 p.m. – 1:30 p.m.
**Luncheon and Annual Business Meeting**

1:45 p.m. – 3:00 p.m.
**Concurrent Sessions**
**Session 1 – Policing Evolved: 911 Calls and Mental Health Response in the 21st Century**
Over the past two years, a national movement for police reform and increased community demand for mental health services has led to an evolution of the first responder industry. Local governments and law enforcement agencies around the nation have started piloting new approaches for responding to 911 calls involving a non-violent individual experiencing a mental health crisis. This session will explore three models that have been piloted in Florida to meet emergency mental health response demand, including best practices and impacts for law enforcement agencies and the communities they serve.
**Session 2 – Get What You Paid For! Construction Cost Avoidance and Verification**
Construction contracts include common pitfalls leading to unwanted charges – including COVID-19 impacts. Learn from existing contracts how to structure the financial components to benefit your jurisdiction. Good contract clauses mitigate unwanted charges and facilitate significant cost avoidance and savings when paired with a robust construction cost verification process. Fort Lauderdale used these tools on two major projects and saved hundreds of thousands of dollars, but it works for small projects too.

3:15 p.m. – 4:30 p.m.
**General Session – Journeys: Moving the Needle on Culture**
The Journeys session is where we come together each year for candid and thoughtful conversation — to inspire and challenge our thinking and to gain perspective by self-reflection as well as by looking through a different lens.

These past few years have created the perfect storm of opportunity to address many long standing issues — diversity, equity, inclusion and belongingness among them — yet also gave rise to new issues forcing culture change upon us. We have been given a call to action. Today, the question is not if or when, but instead how and what are we going to do to change our culture.

This year's session will pick up the lively exchange where last year's left off. Through intentional and intimate dialogue on how different is better and how inclusion is crucial to culture, we hope to get attendees comfortable with being uncomfortable, to think beyond traditional norms and to consider the missing pieces of the puzzle. By sharing stories of successes and barriers to belongingness in our organizations and communities, we will hopefully provide tips to turn insight into action and offer inspiration to embrace culture change as the platform for success in our organizations and in our communities, today and in the future.

4:30 p.m. – 5:30 p.m.
**Spouses' Gathering**
Join other spouses and partners for an informal get-together to share advice, war stories and common interests.
**There is no charge for this event, but pre-registration is requested.**

6:30 p.m. – 10:00 p.m.
**Friday Night Social at SeaWorld®**
Join us for an exciting evening at SeaWorld®! Following a full buffet dinner, enjoy visiting with the animals, thrill-seeking on the park's world-class rollercoasters or watching fireworks over the lagoon. Your registration fee includes park admission and unlimited Quick Queue passes for front-of-the-line ride access. This is an event for the entire family, **but everyone who attends MUST have a ticket**. Be sure to register your children if they will be coming with you.

## Saturday, June 4, 2022

8:00 a.m. – 9:45 a.m.
**Closing Breakfast**
This is a tentative schedule and subject to change.

- 

**Renaissance Orlando at SeaWorld®**

6677 Sea Harbor Drive
Orlando, Florida 32821 USA

| | |
|---|---|
| Phone: | +1 407-351-5555 |
| Fax: | +1 407-351-9991 |
| Toll-free: | +1 800-327-6677 |
| Sales: | +1 407-248-7360 |
| Sales fax: | +1 407-351-9994 |


# Arrival Information

## Check-in and Check-out

Check-in: 4:00 PM

Check-out: 11:00 AM

Express Checkout

Video Review Billing, Video Checkout

## Internet Access

Guest rooms: Wireless

High Speed: Check email + browse the Web for 14.95 USD/day

Enhanced High Speed: Video chat, download large files + stream video for 18.95 USD/day

Lobby and public areas: Complimentary Wireless

Meeting rooms: Wireless, Wired

## Parking

Electric car charging stations: 8, Complimentary

On-site parking, fee: 30 USD daily

Valet parking, fee: 45 USD daily

## Property Details

10 floors, 716 rooms, 65 suites

46 meeting rooms, 161,003 sq ft of total meeting space

## Pet Policy

Pets not allowed

## Smoke-free Policy

This hotel has a smoke-free policy

# Services & Amenities

All public areas non-smoking
Vending machines
Coffee/tea in-room
Concierge desk
Laundry on-site
Mobility accessible rooms
Storage space
Car Rental, Nearby
Gift/newsstand
Cash machine/ATM
Hot breakfast, fee from: 19 USD
Laundry on-site, coin operated
Safe deposit boxes, front desk
Valet dry-cleaning

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**Loading...**

prod10,3A6AF9F7-D4F9-53AC-85E1-CA6399159452,rel-R22.3.2

# Driving Directions

Use ctrl + scroll to zoom the map

Google

Map data ©2022 Google, INEGI

## Starting Location

### 120 Malabar Rd, Palm Bay, FL 32907, USA

## Ending Location

### Renaissance Orlando at SeaWorld®

6677 Sea Harbor Drive
Orlando, Florida 32821 USA
Phone +1 407-351-5555

## Directions

**ATTENTION: We do our best to present accurate driving directions, generated from the most current mapping services available. However, new road construction and highway modifications may result in some discrepancies.**

Thank you for choosing Marriott. We look forward to seeing you soon.

### Estimated Travel Time: 75.7 mi. About 1 hour 14 mins

---

A **120 Malabar Rd, Palm Bay, FL 32909, USA**

---

| | | |
|---|---|---|
| 1. | Head east toward Aviation Ave NE | 0.1 mi |
| 2. | Turn right onto Aviation Ave NE | 171 ft |
| 3. | Turn left at the 1st cross street onto Malabar Rd | 0.1 mi |
| 4. | Turn right onto Minton Rd | 2.5 mi |
| 5. | Turn right onto Palm Bay Rd NE | 1.1 mi |
| 6. | Turn left to merge onto I-95 N | 28.7 mi |
| 7. | Take exit 205 to merge onto FL-528 W toward Orlando | 1.1 mi |
| 8. | Keep left to continue on FL-528 W/FL-528 Toll W<br>Toll road | 40.3 mi |
| 9. | Take exit 1 for International Dr | 0.4 mi |
| 10. | Keep left at the fork to continue toward International Dr | 400 ft |
| 11. | Turn left onto International Dr | 0.2 mi |
| 12. | Turn right onto Westwood Blvd | 0.9 mi |
| 13. | Turn left onto Florida Festival Dr | 0.2 mi |
| 14. | Turn right<br>Destination will be on the right | 289 ft |

B **6677 Sea Harbor Dr, Orlando, FL 32821, USA**

Map data ©2022 Google

The City of Palm Bay Florida

# LEGISLATIVE MEMORANDUM

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

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

**THRU:** **Larry Wojciechowski, Finance Director**

**DATE:** **4/7/2022**

**RE:** **Consideration of travel and training for specified City employees (Finance Department).**

The Finance Department is requesting Council approve travel for Ruth Chapman, Assistant Finance Director, to attend the 2022 Florida Government Finance Officer Association (FGFOA) Pre-Conference and Annual Conference being held in Orlando Florida, June 25 - 29, 2022.

The pre-conference is an in-depth discussion on Florida economic performance and overall market updates. The conference will consist of updates such as Generally Accepted Accounting Principles, Single Audit issues, ARPA and CARES ACT updates. The lodging cost is estimated at $676.00, per diem is estimated at $218.00 and registration cost is $485.00 for a total estimated cost of $1,379.00.

**REQUESTING DEPARTMENT:**
Finance

**FISCAL IMPACT:**
Funding is available in accounts 001-2010-513.4001 and 001-2010-513.5501

**RECOMMENDATION:**
Motion to acknowledge and approve travel as mentioned above.

**ATTACHMENTS:**

**Description**

**Travel for Ruth Chapman**

The City of Palm Bay Florida

# CITY OF PALM BAY, FLORIDA

## Travel Request/Advance Request

Control # _____

Request Date: 3/15/2022

Contact/Ext 3213

| | | | | |
|---|---|---|---|---|
| **Name:** Ruth Chapman | | **Destination:** Rosen Shingle Creek, Orlando FL 32819 | | |
| **Department/Division:** Finance Administration | | **Date of:** | **Departure** 6/25/2022 | **Return** 6/29/2022 |
| **Account To Be Charged:** 001-2010-513.4001 | | **Time of:** | 5:45 a.m. | 3:00 p.m. |
| **Account To Be Charged:** 001-2010-513-5501 | | **Estimated Cost:** before mileage reimbursement | | **$1,427.00** |

**Purpose of Travel** (Specify Conference, School or Other Reason) - **ATTACH ITINERARY**

Attend 2022 FGFOA Annual Conference and Pre-Conference

**Date Approved By Council:** _____

**Transportation: boldface or circle choice(s)** POV - Estimated Mileage Forfeit City Vehicle

Common Carrier (complete below)

| PREPAID EXPENSES | VENDOR/ADDRESS | EXPLANATION | AMOUNT | FINANCE USE ONLY | |
|---|---|---|---|---|---|
| Registration<br>Due Date 5/23/2022<br>Hand Carry Y N | FGFOA<br>PO Box 10270<br>Tallahassee, FL 32302 | Early (discounted) fee for 2022 Annual Conference and Pre-Conference Seminar | $485.00 | Vendor # | Check #<br>Date |
| Lodging<br>Due Date<br>Hand Carry Y N | Rosen Shingle Creek<br>9939 Universal Blvd<br>Orlando, FL 32819 | Rate $169.00<br># Nights 4 | $676.00 | Vendor # | Check #<br>Date |
| Common Carrier (if applicable)<br>Due Date<br>Hand Carry Y N | | | $0.00 | Vendor # | Check #<br>Date |
| Other Expenses<br>Due Date<br>Hand Carry Y N | Rosen Shingle Creek<br>9939 Universal Blvd<br>Orlando, FL 32819 | Self parking:<br>$12 X 4 nights = $48 | $48.00 | Vendor # | Check #<br>Date |
| Other Expenses<br>Due Date<br>Hand Carry Y N | | | $0.00 | Vendor # | Check #<br>Date |

**PER DIEM ADVANCE: Advanced or Upon Return (circle one)**

**Refer to www.gsa.gov for rates - attach proof of rate**

(Lodging prepaid - receipt required)

| | | | | | |
|---|---|---|---|---|---|
| Breakfast | 2 | @ | $16.00 | = | $32.00 |
| Lunch | 4 | @ | $17.00 | = | $68.00 |
| Dinner | 3 | @ | $31.00 | = | $93.00 |
| Incidentals | 5 | @ | $5.00 | = | $25.00 |

$218.00 | Vendor # | Check # | Date

**TRAVEL APPROVALS**

Department Head _____ Date 3-28-22

Finance _____ Date

(if applicable)

City Manager _____ Date

(ATTACH TO EXPENSE REPORT UPON RETURN)

## 2022 FGFOA

# Annual Conference

**June 25-29, 2022**

**Rosen Shingle Creek – Orlando**

Lean In

# Schedule at a Glance*

## Saturday, June 25, 2022

7:00 a.m. - 5:00 p.m.
**Registration Desk Open**

8:00 a.m. - 4:40 p.m.
**Leadership Pre-Conference Seminar** (8 hrs. TB)
*(Additional and pre-registration required)*

8:00 a.m. - 4:40 p.m.
**Investment Pre-Conference Seminar** (8 hrs. TB)
*(Additional and pre-registration required)*

## Sunday, June 26, 2022

7:30 a.m. - 12:00 p.m.
**Golf Tournament**
*(Additional and pre-registration required)*

9:00 a.m. - 7:00 p.m.
**Registration Desk Open**

11:00 a.m. - 4:30 p.m.
**Exhibit Hall Open**

11:00 a.m. - 11:45 a.m.
**First-Time Attendee Orientation**

1:00 p.m. - 2:40 p.m.
**GASB Update (AA)**

1:00 p.m. - 2:40 p.m.
**Cloud-Based Solutions (TB)**

2:40 p.m. - 3:00 p.m.
**Refreshment Break**

3:00 p.m. - 4:40 p.m.
**GASB Hot Topics (AA)**

3:00 p.m. - 4:40 p.m.
**Procurement vs. Purchasing: More than Just RRs and POs (TB)**

5:30 p.m. - 7:00 p.m.
**Association Night Reception**

8:30 p.m. - 11:30 p.m.
**Hospitality Suite Open**

## Monday, June 27, 2022

7:00 a.m. - 8:00 a.m.
**Continental Breakfast**

7:00 a.m. - 5:00 p.m.
**Registration Desk Open**

8:00 a.m. - 9:40 a.m.
**Opening General Session – Prepare to be Positive (BEH)**

9:30 a.m. - 4:00 p.m.
**Exhibit Hall Open**

9:40 a.m. - 10:00 a.m.
**Refreshment Break**

10:00 a.m. - 11:40 a.m.
**Auditor General and Department of Financial Services Update (AA)**

10:00 a.m. - 11:40 a.m.
**The New Minimum Wage Law (TB)**

10:00 a.m. - 11:40 a.m.
**Remote Work Policies: Three Perspectives (TB)**

10:00 a.m. - 11:40 a.m.
**On the Defense: Solutions to Prevent and Detect Fraud (TB)**

11:50 a.m. - 1:00 p.m.
**FGFOA 2022-2023 Standing Committee Meetings**

11:50 a.m. - 1:00 p.m.
**Lunch in the Exhibit Hall**

1:00 p.m. - 1:50 p.m.
**GASB 87 Implementation Update (AA)**

1:00 p.m. - 1:50 p.m.
**Equity in Budgeting (TB)**

1:00 p.m. - 1:50 p.m.
**Strategies for Developing Effective and Excellent Presentation Skills (BEH)**

1:00 p.m. - 1:50 p.m.
**Bids or Offers – Huh? Investment Jargon Uncovered (TB)**

2:00 p.m. - 3:15 p.m.
**Economic Update (TB)**

2:00 p.m. - 3:15 p.m.
**Legislative Update (TB)**

2:00 p.m. - 3:15 p.m.
**Organizational Resilience: Hope for the Best, Plan for Success (TB)**

2:00 p.m. - 3:15 p.m.
**Robotic Process Automation (TB)**

3:15 p.m. - 3:35 p.m.
**Refreshment Break**

3:35 p.m. - 4:50 p.m.
**Introduction to Governmental Accounting (AA)**

3:35 p.m. - 4:50 p.m.
**Recruitment and Retention (TB)**

3:35 p.m. - 4:50 p.m.
**Investment Strategies for Local Governments in the Current Financial Market (TB)**

3:35 p.m. - 4:50 p.m.
**Data Analytics (TB)**

5:00 p.m. - 6:30 p.m.
**Emerging Leaders' Networking Event**

8:30 p.m. - 11:30 p.m.
**Hospitality Suite Open**

# Schedule at a Glance*

## Tuesday, June 28, 2022

7:00 a.m. - 8:00 a.m.
**Continental Breakfast**

7:00 a.m. - 5:00 p.m.
**Registration Desk Open**

8:00 a.m. - 9:40 a.m.
**Financial Reporting Complexities in Local Government (AA)**

8:00 a.m. - 9:40 a.m.
**Managing a Remote Team: Tips and Tools (TB)**

8:00 a.m. - 9:40 a.m.
**Exploring Self-Insurance and Other Risk Financing Strategies (TB)**

8:00 a.m. - 9:40 a.m.
**Surviving an IT Audit (TB)**

9:40 a.m. - 10:00 a.m.
**Refreshment Break**

10:00 a.m. - 11:40 a.m.
**Single Audit Update (AA)**

10:00 a.m. - 11:40 a.m.
**Sustainable Funding Practices for Defined Benefit Pension and OPEB Plans (TB)**

10:00 a.m. - 11:40 a.m.
**Leadership in Turbulent Times (TB)**

10:00 a.m. - 11:40 a.m.
**ERP Implementation (AA)**

11:50 a.m. - 1:10 p.m.
**Luncheon and Annual Business Meeting**

2:00 p.m. - 2:50 p.m.
**Common Financial Mishaps from the GFOA COA Award (AA)**

2:00 p.m. - 2:50 p.m.
**Public Engagement in the Budget Process (TB)**

2:00 p.m. - 2:50 p.m.
**Diversity and Inclusion (BEH)**

2:00 p.m. - 2:50 p.m.
**Update on the Latest Banking Technologies and Cost Savings (TB)**

2:50 p.m. - 3:10 p.m.
**Refreshment Break**

3:10 p.m. - 4:50 p.m.
**ARPA and CARES Act Funding (AA)**

3:10 p.m. - 4:50 p.m.
**Measuring Performance (TB)**

3:10 p.m. - 4:50 p.m.
**Six Sigma (TB)**

3:10 p.m. - 4:50 p.m.
**Putting Your Best Foot Forward: How to Prepare for a Bond Insurer, Rating Agency Presentation or Annual Surveillance Call (TB)**

7:00 p.m. - 10:00 p.m.
**Tuesday Night Event**

9:30 p.m. - 11:30 p.m.
**Hospitality Suite Open**

## Wednesday, June 29, 2022

7:00 a.m. - 8:00 a.m.
**Continental Breakfast**

7:00 a.m. - 12:00 p.m.
**Registration Desk Open**

8:00 a.m. - 9:40 a.m.
**Common Audit Findings (AA)**

8:00 a.m. - 9:40 a.m.
**Establishing Government Charges and Fees (TB)**

8:00 a.m. - 9:40 a.m.
**Capital Financing Options (AA)**

8:00 a.m. - 11:40 a.m.
**Ethics (Ethics)**
*(Additional and pre-registration required)*

9:40 a.m. - 10:00 a.m.
**Refreshment Break**

10:00 a.m. - 11:40 a.m.
**XBRL Reporting Requirements (TB)**

10:00 a.m. - 11:40 a.m.
**SEC's and MSRB's Involvement in Municipal Financings: What Do I Need to be Aware of as a Local Government Finance Officer? (TB)**

10:00 a.m. - 11:40 a.m.
**Cybersecurity for Operations-Based Departments (TB)**

*This is a tentative conference schedule and subject to change.

# THE 2022 HOST COMMITTEE WELCOMES YOU TO ORLANDO

The 2022 Host Committee is planning several networking opportunities during the conference that will make your stay at the Rosen Shingle Creek more enjoyable. To help you plan your activities for after-conference hours, here is an overview of the events organized by the Host Committee.

## EXHIBIT HALL

Be sure to visit the exhibit hall and meet with the companies that help make this conference possible. Refreshment breaks, Sunday's Association Night reception and Monday's lunch will be held in the exhibit hall.

## HOSPITALITY SUITE

After a long day, join us in the hospitality suite to relax and network with friends, vendors and colleagues while enjoying refreshments. There will be plenty of activities going on, so be sure to check us out! The hospitality suite hours will be:

| | |
|---|---|
| **SUNDAY, JUNE 26** | **8:30 P.M. - 11:30 P.M.** |
| **MONDAY, JUNE 27** | **8:30 P.M. - 11:30 P.M.** |
| **TUESDAY, JUNE 28** | **9:30 P.M. - 11:30 P.M.** |

## GOLF TOURNAMENT

**SUNDAY, JUNE 26 7:30 A.M. - 12:00 P.M.**

**ADDITIONAL REGISTRATION REQUIRED $100**

Why not mix a little fun along with your education in Orlando? Join your fellow FGFOA members in a friendly scramble golf tournament on Sunday morning before the conference. Plans have been made for a wonderful event full of contests and prizes at the Shingle Creek Golf Club.

Located onsite at the resort and designed by the renowned Arnold Palmer Design Company, the Palmer legacy is found in a handcrafted course with design features reminiscent of the finest classics in the world. Strategy and variety are front and center with some course features that hark back to the golden age of golf course design. Elevated greens and strategically placed bunkers are surrounded by enchanting flora and wildlife. Green complexes with fairway-cut surrounds or runoff areas give golfers of all levels more forgiveness and entertaining strategic options. Explore the championship course that challenges your entire game, yet rewards the diligent player.

Registration information for the golf tournament can be found at *fgfoa.org*.

## ASSOCIATION NIGHT RECEPTION

**SUNDAY, JUNE 26 5:30 P.M. - 7:00 P.M.**

Attendees will have the opportunity to mingle with friends and colleagues and learn about innovative financial advances. The reception will feature heavy hors d'oeuvres that are sure to be delicious!

**Association Night is open to registered adults only; no children, please.**

## EMERGING LEADERS' NETWORKING EVENT

**MONDAY, JUNE 27 5:00 P.M. - 6:30 P.M.**

Emerging leaders will have the opportunity to learn from veteran FGFOA members and network with colleagues. Plan to make new friends, reconnect with old friends and establish lifelong connections. If you will be joining us, be sure to mark the appropriate box when you register.

## TUESDAY NIGHT EVENT

**TUESDAY, JUNE 28 7:00 P.M. - 10:00 P.M.**

The Tuesday Night Event is returning to Universal's CityWalk in 2022. Enjoy an exciting block party with food and entertainment from Pat O'Brien's, Rising Star, Bob Marley – A Tribute to Freedom and The Groove.

One ticket to this event is included in both the regular and guest registration fees. **A name badge is required to attend this event, so all guests must be registered.** See pages 10-11 for more details.

# Schedule*

## Saturday, June 25, 2022

8:00 a.m. - 4:40 p.m.
**Pre-Conference Seminars**
*(Additional and pre-registration required)*

**LEADERSHIP**
*CPE Credit: 8 Hours (TB)*

8:00 a.m. - 9:40 a.m.
**Coaching and Mentoring – Part I**
Understanding the difference between coaching and mentoring and how to effectively do both is an important part of being a leader. This session will include a self-assessment of your coaching and mentoring skills, as well as role-playing exercises.

10:00 a.m. - 11:40 a.m.
**Coaching and Mentoring – Part II**
This course will assist you with understanding, in a fun and interactive way, the four personality types or combination of types that individuals fall into, how each of them is important to an organization and how to use this to facilitate team synergy. We will also look at generational differences and their impact on coaching and mentoring.

1:00 p.m. - 2:40 p.m.
**Strategic Multigenerational Communication**
Over the last 30 years, researchers William Strauss and Neil Howe have postulated on the different generations within American society and how those generational differences occur. Through their work, they have provided language and characteristics to understand and contrast different segments of the population as they relate to school, work and personal lives. Going forward, new voices are emerging to continue their scholarship, particularly as it relates to the next generation: Generation Z. Insight into this new generation, as well as multigenerational communication, can be critical for workplace communities.

3:00 p.m. - 4:40 p.m.
**Dynamic Leadership**
A dynamic leader does not need the word "leader" in their job title to take ownership of their area of influence. Leadership plays an essential part in the realization of an organization's vision and mission. Teams should understand the concept of internal and external customers to whom they provide a product or service. One team – whether cross-functional or multi-department – must work together effectively toward a common goal. In this session you'll learn skills to become a dynamic leader and find out how engaged employees make a more productive team.

**INVESTMENT**
*CPE Credit: 8 Hours (TB)*

8:00 a.m. - 9:40 a.m.
**Global Economic and Market Update**
The global economy continues to recover from the effects of the pandemic, with global growth projected to moderate at 4.4% in 2022 and then slow down to 3.8% in 2023. Despite the downslope in forecasted numbers, many changes were accelerated during the pandemic and major changes to workforce and population growth estimates are likely to continue. This session will review those changes and their effects on the economy in 2022 and beyond.

10:00 a.m. - 11:40 a.m.
**Florida Economic Update**
How is Florida's economy performing, both statewide and in your region? This session will discuss some of the major factors influencing our state.

1:00 p.m. - 2:40 p.m.
**Understanding and Managing Risk**
This session explores the understanding that risk means more things can happen than will happen. Some of those things are good, and some are bad. With that broad framework, we'll discuss interest rate risk, credit risk, reinvestment risk and total risk.

3:00 p.m. - 4:40 p.m.
**Investment Considerations for Your Organization's Operating and Long-Term Portfolios**
Given recent market events, you may be wondering whether your organization should make changes to its investment portfolio. Is your organization making rapid investment decisions without considering its long-term financial goals managing day-to-day operations? While we can't tell you how to manage your organization's investment portfolio during a volatile market, we'll provide you with tools and tips to make an informed decision.

## Sunday, June 26, 2022

1:00 p.m. - 2:40 p.m.

**GASB Update**
*CPE Credit: 2 Hours (AA)*
This session will include the latest news from the Governmental Accounting Standards Board and provide answers to address public confusion about current pronouncements.

**Cloud-Based Solutions**
*CPE Credit: 2 Hours (TB)*
This session will help you understand cloud-based solutions and how to ensure that your data is protected and accessible. Are there silver linings or disruptions? What should governments know as they migrate to cloud solutions?

3:00 p.m. - 4:40 p.m.

**GASB Hot Topics**
*CPE Credit: 2 Hours (AA)*
This session will include a general update on future pronouncements and proposals affecting state and local governments.

**Procurement vs. Purchasing: More than Just RRs and POs**
*CPE Credit: 2 Hours (TB)*
Procurement management ensures that all items and services are properly acquired so that projects and processes can proceed efficiently and successfully. More than a business necessity, procurement can be leveraged as a competitive advantage when optimized to save money, time and resources. This session will address the following areas: objectives and importance of procurement, key steps of the procurement process, roles and job titles, and education and experience.

## Monday, June 27, 2022

8:00 a.m. - 9:40 a.m.
**Opening General Session – Prepare to be Positive**
*CPE Credit: 1 Hour (BEH)*
In this interactive and engaging presentation, comedian and keynote speaker **Larry Weaver** uses humor and anecdotes to illustrate the importance of maintaining a positive attitude. Key points include: energy to improve health and wellness, live a balanced life and prioritize self-improvement; attitude to become more positive, embrace change and reduce stress; and motivation to increase ability, commit to lifelong learning and overcome obstacles. These skills are crucial to success in any venture, whether your focus is on leadership, customer service, change, safety, stress reduction or simply having more fun at work. Prepare to laugh, learn and leave equipped to become more positive in your personal and professional life.

10:00 a.m. - 11:40 a.m.

**Auditor General and Department of Financial Services Update**
*CPE Credit: 2 Hours (AA)*
Receive an update from the Florida Auditor General's Office on current issues pertaining to local governments.

**The New Minimum Wage Law**
*CPE Credit: 2 Hours (TB)*
The bright and shiny impact of the new $15 minimum wage law centers around the need to plan for full compliance of the phased-in minimum wage increase. However, for most governments, the secondary impact of the law – compression – is an even bigger challenge to face. This session will discuss strategies and considerations relative to achieving compliance while also trying to address the compression issue in the most effective manner possible.

**Remote Work Policies: Three Perspectives**
*CPE Credit: 2 Hours (TB)*
A panel of experts representing human resources, legal and cybersecurity perspectives will discuss remote work policies.

**On the Defense: Solutions to Prevent and Detect Fraud**
*CPE Credit: 2 Hours (TB)*
Threat actors are constantly on the hunt, targeting local governments in an effort to defraud and manipulate them for financial benefit. Advances in technology have reduced the effectiveness of traditional fraud prevention techniques and have even enabled new forms of fraud. During this session, we will discuss the threat actors' motives and objectives, use real-world scenarios to demonstrate how threat actors have targeted organizations in the past and walk through the steps employees could have taken to identify and mitigate the attempted fraudulent activity, including banking solutions that can be used to prevent account fraud.

1:00 p.m. - 1:50 p.m.

**GASB 87 Implementation Update**
*CPE Credit: 1 Hour (AA)*
This session will cover the major accounting and financial reporting issues associated with implementing GASB 87.

**Equity in Budgeting**
*CPE Credit: 1 Hour (TB)*
Equity in budgeting is getting a lot of attention in local government, but what does it mean, and how can local governments approach it? In this session, we will delve into how local governments have begun to integrate equity considerations into their budgets, challenges they have faced, lessons they have learned and more. You will leave this session with a better understanding of how an equity lens on budgeting can help lead to better decisions in your community.

**Strategies for Developing Effective and Excellent Presentation Skills**
*CPE Credit: 1 Hour (BEH)*
This session will cover topics such as verbal and nonverbal messages; developing, organizing and preparing a presentation; using visual aids; handling questions from your target audience; and the challenges of presenting via Zoom.

**Bids or Offers – Huh? Investment Jargon Uncovered**
*CPE Credit: 1 Hour (TB)*
Learn helpful terms to more easily navigate the language of the institutional market.

2:00 p.m. - 3:15 p.m.

**Economic Update**
*CPE Credit: 1.5 Hours (TB)*
Economic conditions affect budgeting and financial planning functions in all governmental entities. This session will discuss the current state of the economy and provide national, state and regional trends.

**Legislative Update**
*CPE Credit: 1.5 Hours (TB)*
This session will review the 2022 Legislative Session, review the bills that passed and failed and discuss their implications for local governments.

**Organizational Resilience: Hope for the Best, Plan for Success**
*CPE Credit: 1.5 Hours (TB)*
The past two years have doubled the challenges faced by every organization. How did your organization make it through? Did you already have a continuity plan in place, were you thinking of starting one, was your leadership engaged, or are you still looking for ways to convince them you need a plan? We all face various challenges in dealing with unexpected events, such as natural disasters, workplace or terrorist attacks and, most recently, pandemics. As a result, organizations should have a business continuity plan in place to properly prepare, respond and recover from a disruptive event. This presentation will provide high-level guidance on how to develop a continuity program, manage insurance claims and more.

**Robotic Process Automation**
*CPE Credit: 1.5 Hours (TB)*
Learn how robotic process automation streamlines workflow, making organizations more efficient, flexible and responsive while increasing employee satisfaction, engagement and productivity by removing mundane tasks from their workdays. Robotic process automation technology is changing how the world gets work done.

3:35 p.m. - 4:50 p.m.

**Introduction to Governmental Accounting**
*CPE Credit: 1.5 Hours (AA)*
Are you new to the governmental arena? This session covers the basics of governmental accounting and reporting in today's environment. It will review the unique aspects of the governmental environment, recognize the financial reporting structure used by governments, and review the basic differences between commercial and governmental accounting and why these differences exist.

**Recruitment and Retention**
*CPE Credit: 1.5 Hours (TB)*
In today's competitive climate, fostering an inclusive culture is no longer an option – it's essential. Without a diverse workforce offering plenty of fresh perspectives, innovation is restricted, and growth is stifled. This session will provide strategies to use for recruiting and retaining that valuable talent in your organization by helping identify key elements of the processes needed to succeed.

**Investment Strategies for Local Governments in the Current Financial Market**
*CPE Credit: 1.5 Hours (TB)*
According to Forbes, 2022 is set up to be an interesting year. Inflation is running rampant, interest rates are set to rise, and the stock market is still topsy-turvy. Learn from the experts the best investment strategies for your organization to help protect your agency's financial future.

**Data Analytics**
*CPE Credit: 1.5 Hours (TB)*
Data analytics is among today's fastest-growing information technology fields as organizations increasingly rely on data to drive strategic business decisions. Whether you're gathering data or analyzing it to make recommendations, this session is designed to provide functional literacy in critical data analytics.

## Tuesday, June 28, 2022

8:00 a.m. - 9:40 a.m.

**Financial Reporting Complexities in Local Governments**
*CPE Credit: 2 Hours (AA)*
This session will provide answers to a series of hypothetical questions regarding complex accounting and financial reporting issues facing many Florida governments of varying sizes and structures.

**Managing a Remote Team: Tips and Tools**
*CPE Credit: 2 Hours (TB)*
This session will review how to accomplish goals and objectives while working remotely. It will include tips and tools for managing a team remotely and how to ensure productivity and good morale among staff members.

**Exploring Self-Insurance and Other Risk Financing Strategies**
*CPE Credit: 2 Hours (TB)*
In this session, we will cover the risks and rewards that come with self-insuring for both employee benefits and property and casualty. Our panel of experts will discuss the flexibility that comes with self-insured plan design, along with the disadvantages that come with this type of coverage.

**Surviving an IT Audit**
*CPE Credit: 2 Hours (TB)*
Prepare your organization for a successful IT audit with these recommendations from our experts.

10:00 a.m. - 11:40 a.m.

**Single Audit Update**
*CPE Credit: 2 Hours (AA)*
This session will provide an update on the Office of Management and Budget's revisions to the Uniform Guidance and the Compliance Supplement. This session will also cover the audit implications of these revisions and any revisions to the Florida Single Audit Act.

**Sustainable Funding Practices for Defined Benefit Pension and OPEB Plans**
*CPE Credit: 2 Hours (TB)*
The fundamental financial objective of government employers that offer defined benefit pensions and other postemployment benefits (OPEB) is to fund the long-term cost of the benefits promised to participants. It is widely acknowledged that the appropriate way to attain reasonable assurance that benefits will remain sustainable is for a government to accumulate resources for future benefit payments in a systematic and

disciplined manner during the active service life of the benefiting employees.

**Leadership in Turbulent Times**
*CPE Credit: 2 Hours (TB)*
All organizations face challenging times, be the causes technological, financial, legal or natural. It is critical for an organization to have leaders that display the right mix of characteristics and that make the best decisions during a crisis. Leaders should have a vision for the future and lay a clear path to success through best practices. Leaders ensure their employees thrive during tough times and have a sense of perspective to keep things operating as normal as possible.

**ERP Implementation**
*CPE Credit: 2 Hours (AA)*
Hear from a panel of experts regarding the do's and dont's of a successful ERP implementation

2:00 p.m. - 2:50 p.m.

**Common Financial Reporting Mishaps from the GFOA COA Award**
*CPE Credit: 1 Hour (AA)*
GFOA established the Certificate of Achievement for Excellence in Financial Reporting Program (COA) in 1945 to encourage and assist state and local governments to go beyond the minimum requirements of generally accepted accounting principles to prepare comprehensive annual financial reports that evidence the spirit of transparency and full disclosure, and then to recognize individual governments that succeed in achieving that goal. This session will review common financial reporting comments and questions from the COA award program.

**Public Engagement in the Budget Process**
*CPE Credit: 1 Hour (TB)*
Good public participation practices can help governments be more accountable and responsive to their communities and can also improve the public's perception of governmental performance and the value the public receives from their government. Transparency is a core value of governmental budgeting. Developing a transparent budget process will improve a government's credibility and trust within the community.

**Diversity and Inclusion**
*CPE Credit: 1 Hour (BEH)*
In simplest terms, diversity and inclusion encompass a group of unique individuals who acquaint and integrate with one another, but each is an entirely different concept with separate benefits. Workplaces that prioritize diversity and inclusion efforts have been statistically proven to be safer, happier and more productive work environments. With attention to social responsibility at an all-time high, managers and investors are becoming more strategic regarding where they put their resources. This session will explore how resources for diversity and inclusion can impact the organization and the community it serves.

**Update on the Latest Banking Technologies and Cost Savings**
*CPE Credit: 1 Hour (TB)*
To become future-ready, financial institutions will need to deploy modern technologies to support agility, efficiency, security and innovation. Technologies such as cloud computing, robotics and automation, embedded solutions and cybersecurity will differentiate banks and credit unions in 2022 and beyond. In this session you'll learn the newest trends and find out how they can help your organization save in the long run.

3:10 p.m. - 4:50 p.m.

**ARPA and CARES Act Funding**
*CPE Credit: 1.5 Hours (AA)*
This session will focus on how state and local governments spent their stimulus funds, primarily from the Coronavirus Aid, Relief and Economic Security Act (CARES Act), Consolidated Appropriations Act and the American Rescue Plan Act (ARPA). Topics discussed will include compliance with the federal guidelines, reporting results, reviewing for duplication of benefits and ongoing spending plans. We'll also review oversight processes aimed at preventing and detecting fraud, waste and abuse of funds.

**Measuring Performance**
*CPE Credit: 1.5 Hours (TB)*
Performance measures are used by governments to collect information about operational activities, achievement of goals, community conditions and other environmental factors to better understand a situation and make informed decisions. Regardless of whether an organization has a centralized collection system for performance measures, the use of performance data should be integral to an organization's decision-making processes, and leaders within an organization should set expectations that key decisions are supported by evidence.

**Six Sigma**
*CPE Credit: 1.5 Hours (TB)*
Six Sigma is an essential component of business process improvement initiatives. It allows an organization to identify flaws and weaknesses in current procedures to implement new processes that improve efficiencies in your department. Six Sigma offers tools and techniques that reduce variance, eliminate defects and help identify the root causes of errors, allowing organizations to create better services. Six Sigma can help eliminate inefficiencies and increase employee productivity.

**Putting Your Best Foot Forward: How to Prepare for a Bond Insurer, Rating Agency Presentation or Annual Surveillance Call**
*CPE Credit: 1.5 Hours (TB)*
An organization's long-term competitive position is substantially dependent on its ability to raise affordable capital in the debt markets. The approach taken by organizational leadership teams when preparing for their review is vitally important in today's rapidly evolving environment. This session will provide valuable information on how to achieve your organization's goals.

## Wednesday, June 29, 2022

8:00 a.m. - 9:40 a.m.

**Common Audit Findings**
*CPE Credit: 2 Hours (AA)*
This session will include a discussion of common audit findings at various local government entities related to financial reporting, internal controls and compliance, as well as best practices for addressing them.

**Establishing Government Charges and Fees**
*CPE Credit: 2 Hours (TB)*
For many local governments, user fees – such as land development, building, recreational fees, etc. – are the only source of revenue. Organizations should ensure the fees charged can be defended and accurately reflect the cost to provide those services. This session will review the types of fees local governments charge for various services and how the fees can be developed to ensure the governments are recouping the cost to provide such services.

**Capital Financing Options**
*CPE Credit: 2 Hours (AA)*
This session will review how to formulate a capital improvement plan and look at bank and bond finance and other options where external financing is needed.

8:00 a.m. - 11:40 a.m.

**Ethics**
*CPE Credit: 4 Hours (Ethics)*
*(Additional and pre-registration required)*
If you are a Florida CPA working in the public sector or a Florida Certified Government Finance Officer (CGFO), this course meets your ethics requirement. Through information and discussion, this course focuses on issues governmental CPAs and CGFOs face, such as professional standards, ethical conduct and independence.

10:00 a.m. - 11:40 a.m.

**XBRL Reporting Requirements**
*CPE Credit: 2 Hours (TB)*
For fiscal years ending on or after September 1, 2022, local governments are to report financial data required by Section 218.32, Florida Statutes, using extensible business reporting language (XBRL). This session with cover the options government entities have to meet this requirement and also provide an update into the state's efforts to enhance the Local Government Electronic Reporting system (LOGER).

**SEC's and MSRB's Involvement in Municipal Financings: What Do I Need to be Aware of as a Local Government Finance Officer?**
*CPE Credit: 2 Hours (TB)*
Municipal securities provide critical funding for public projects, including the building and maintenance of infrastructure and day-to-day government needs. In this session you'll learn which organizations govern disclosure in the municipal securities market and the importance of accurate and timely financial information.

**Cybersecurity for Operations-Based Departments**
*CPE Credit: 2 Hours (TB)*
Sophisticated cyberthieves exploit vulnerabilities to steal information and money and are developing capabilities to disrupt, destroy or threaten the delivery of essential services. This session will address the growing concern of cyberthreats to critical infrastructure and provide tips on how to strengthen the security and resilience of cyberspace.

*This is a tentative conference schedule and subject to change.

# General Conference Information

## ADVANCE REGISTRATION PROCEDURE

All participants are encouraged to register in advance to avoid any delays at the conference registration desk **and to receive your housing information**. When your payment is received, a confirmation of registration and your housing information will be sent via email. Your badge, program, tickets and other information relative to the conference can be picked up upon your arrival at the FGFOA Registration Desk.

## ONLINE REGISTRATION

A convenient online registration option is available through the FGFOA website at *fgfoa.org*.

You can pay directly online with a Visa, Mastercard or American Express. Registrations submitted and paid online via credit card will automatically be marked as paid, and you will receive your conference confirmation and housing information immediately via email.

**NOTE:** If you need to pay by check, you can download a registration form from the website. Your payment must reach the FGFOA office postmarked no later than May 23, 2022, to qualify for the early registration fee.

## REGISTRATION FEES

To qualify for the early registration fee, all conference registrations must be received on or prior to **May 23, 2022**. Registration forms postmarked after May 23, 2022, will be processed at the specified late fee. The registration fees for the FGFOA Annual Conference are:

| | EARLY FEE | LATE FEE |
|---|---|---|
| **REGISTRATION FEES** | **5/23/2022** | **AFTER 5/23/2022** |
| **FGFOA Government Member** | $350.00 | $390.00 |
| **FGFOA Associate Member** | $410.00 | $450.00 |
| **FGFOA Non-Member** | $470.00 | $510.00 |
| **Ethics Seminar** | $90.00 | $130.00 |
| **PRE-CONFERENCE SEMINAR** | | |
| **FGFOA Government Member** | $135.00 | $175.00 |
| **FGFOA Associate Member** | $175.00 | $215.00 |
| **FGFOA Non-Member** | $210.00 | $250.00 |
| **OTHER FEES & GUEST TICKETS** | | |
| **Adult Guest** | $ 75.00 | $ 75.00 |
| **Child Guest (3-18)** | $ 50.00 | $ 50.00 |

**Registrations are done on an individual basis. The FGFOA does not permit the sharing of a registration between two attendees. Each attendee must have a separate registration and pay the full amount.**

## REGISTRATION PACKAGES

The member and non-member registration fees include admission to all regular conference sessions, refreshment breaks, exhibit hall, Sunday's Association Night Reception, Monday's lunch in the exhibit hall, Tuesday's Business Luncheon (no guests, please) and the Tuesday Night Event. These fees do not cover Saturday's pre-conference seminars, the golf tournament, Wednesday's ethics class, lodging or other meals.

## GUEST REGISTRATION

**Adult guest registration** includes admittance to the exhibit hall, Association Night Reception and the Tuesday Night Event. **All guests must have name badges to attend the Tuesday Night Event.**

**Child guest registration** (ages 3-18) includes admittance to the **Tuesday Night Event only. All guests must have name badges to attend the Tuesday Night Event.**

If a spouse or guest wants to attend sessions and be scanned for continuing education credits, they need to register as a non-member.

## EXHIBITORS

Exhibitors are required to register on an individual basis for the conference, if they will be seeking continuing education credits or planning to attend any conference events after **6:00 p.m. on Monday, June 27**. The registration fee covers all regular conference sessions, refreshment breaks, Sunday's Association Night Reception, Monday's lunch in the exhibit hall, Tuesday Business Lunch and the Tuesday Night Event. The fee does not include Saturday's pre-conference seminars, Wednesday's ethics class or the golf tournament. If you have not yet secured an exhibit booth, please contact Heidi Hogarth at 850.701.3605 or hhogarth@flcities.com.

## REGISTRATION DEADLINE

All conference registration forms must be received by FGFOA postmarked no later than **Friday, May 23, 2022**, to qualify for early registration. After May 23, registrants will be subject to late registration fees.

## REFUNDS

Conference registration cancellation requests must be sent via email to adelune@flcities.com. All cancellations received in the FGFOA office by 5:00 p.m., **Friday, June 10, 2022**, will receive refunds, minus a **$40.00** cancellation fee. Refunds will be issued after the conference. **No refunds can be made after June 10 or for early departure from the conference.** Registrations may be transferred to another individual with advanced notification.

## HOTEL INFORMATION

Rising above the horizon stands **Rosen Shingle Creek**, a sight welcoming you to experience the personal touch of an independent, full-service luxury hotel with all the amenities you expect. The location is prime, on Universal Boulevard, east of the Orange County Convention Center North/South expansion and 10 minutes from the Orlando International Airport. Rosen Shingle Creek's third and best-known quality creates the perfect trifecta: award-winning customer service.

**NOTE: The hotel will NOT accept any reservations by phone. See below for details.** The reduced rate for conference registrants will be **$169/night**, plus $12/night for self-parking. The reservation cut-off date is **Monday, May 23, 2022.**

## HOTEL POLICIES

Check-in time is after 3:00 p.m. Check-out time is before 11:00 a.m. A credit card is required to hold a reservation. Tax-exempt forms must be shown at check-in or sent in advance. See details in your registration confirmation email.

## ROOM RESERVATIONS – IMPORTANT – PLEASE READ

In recent years, many of our registrants have experienced the inconvenience of having to stay outside of the host hotel. Our hotel room block has filled up sooner than expected with people making reservations they may not use, "just in case." These individuals end up not attending the event and canceling their reservations, but it is too late to help others who have booked into other properties and cannot cancel without a penalty.

As a result, our policy is that all hotel reservations will be made via an **online link**, which you **will receive when the FGFOA has received your registration payment** for the conference. **The Rosen Shingle Creek will NOT accept any reservations by phone**. Once your registration is received, you will be emailed an attendee-specific link in order to make your room reservation online.

Please note that the reservation cutoff date is **May 23, 2022**. It is important that you register for the conference early so that you have plenty of time to make your reservations. Note that the hotel could sell out **before** the cutoff date, and the FGFOA cannot guarantee rooms will be available at the time you make your reservations, **so please register for the conference and make your reservations as soon as possible.**

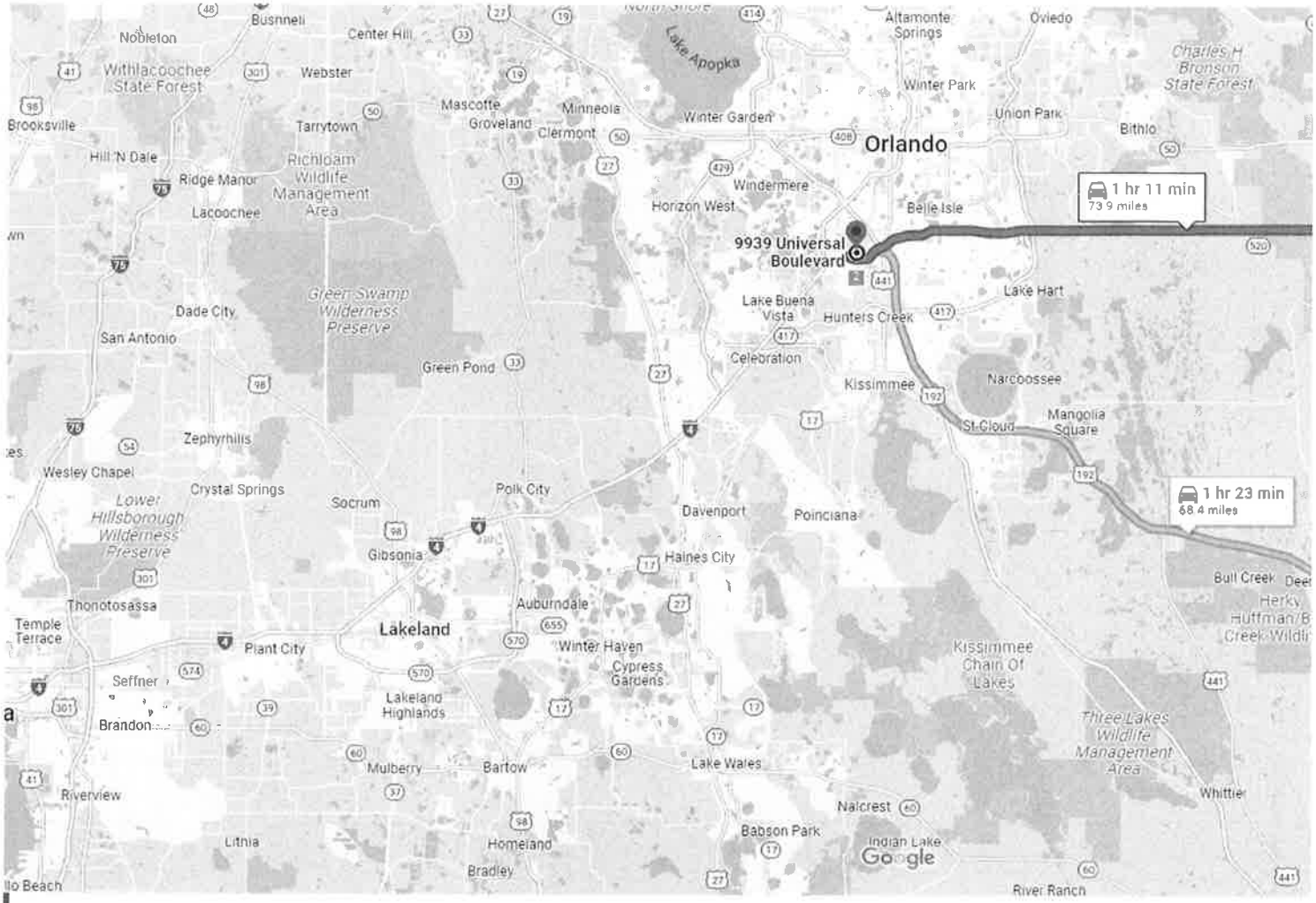
We apologize in advance for any confusion or inconvenience this may cause, but we sincerely hope that this procedure will enable more of our participants to stay in the host hotel. **Please register early.**

U.S. General Services Administration

# FY 2022 Per Diem Rates for ZIP 32819

Meals & Incidentals (M&IE) Breakdown

| Primary Destination | County | M&IE Total | Continental Breakfast/Breakfast | Lunch | Dinner | Incidental Expenses | First & LastDay of Travel |
|---|---|---|---|---|---|---|---|
| Orlando | Orange | $69 | $16 | $17 | $31 | $5 | $51.75 |




| | | |
|---|---|---|
| via I-95 N and FL-528 W | | 1 hr 11 min |
| Fastest route, the usual traffic | | 73.9 miles |
| ⚠ This route has tolls. | | |
| via US-192 W | | 1 hr 23 min |
| | | 68.4 miles |

FGFOA Annual Conference

**Explore 9939 Universal Blvd**

Restaurants Hotels Gas stations Parking Lots More

## Ruth Chapman

**From:** Jill Walker <jwalker@flcities.com>
**Sent:** Tuesday, March 15, 2022 12:02 PM
**To:** Ruth Chapman; FGFOA
**Subject:** RE: 2022 Annual Conference

**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.

Ms. Chapman,

Thank you for writing, I am happy to help. The announcement/itinerary is still being finalized as registration will not open until March 18th. However, it will be available online. The hotel rate is $169 per night, but the link to register is not available until payment for registration is made in full. The link will be sent to you by our automated system.

Please let me know if I can be of further assistance.

**Jill Walker**
Executive Assistant
Florida League of Cities, Inc.
Florida Government Finance Officers Association
850.701.3688
www.flcities.com

FLC FLORIDA LEAGUE OF CITIES 100TH ANNIVERSARY LOCAL VOICES MAKING LOCAL CHOICES

**From:** Ruth Chapman <Ruth.Chapman@palmbayflorida.org>
**Sent:** Tuesday, March 15, 2022 12:00 PM
**To:** FGFOA <info@fgfoa.org>
**Subject:** 2022 Annual Conference

Hello,

Can you tell me if there is a printable itinerary for the 2022 Annual Conference online? The only itinerary I found was not printable.

Also, is there a conference rate at the Rosen Shingle Creek Hotel? If so, must one register for the conference prior to booking the hotel to receive the conference rate?

Thank you.

*Ruth Chapman, CPA*
Assistant Finance Director
City of Palm Bay

(/)

Search for... Search

# Please check back here for updates on the 2022 Annual Conference!!

## It will be held June 25-29, 2022
## at the
## Rosen Shingle Creek, Orlando

We will be posting updates on this page and also on the "**Attendify App**".
If you haven't used it before, download the app on the play store.
Then you can search for the title "**2022 FGFOA Annual Conference**"

We will post updates, speaker, exhibitor information and much more!!

## Pricing

| | Early Fee | Late Fee |
|---|---|---|
| **Registration Fees** | 5/23/2022 | After 5/23/2022 |
| FGFOA Government Member | $350.00 | $390.00 |
| FGFOA Associate Member | $410.00 | $450.00 |
| FGFOA Non-Member | $470.00 | $510.00 |
| Ethics Seminar | $90.00 | $130.00 |
| **Pre-Conference Seminar** | | |
| FGFOA Government Member | $135.00 | $175.00 |
| FGFOA Associate Member | $175.00 | $215.00 |
| FGFOA Non-Member | $210.00 | $250.00 |
| **Guest Registration** | | |
| Adult Guest | $ 75.00 | $ 75.00 |
| Child Guest (Ages 3-18) | $ 50.00 | $ 50.00 |

**NOTE:** Guest Registration

**Adult guest registration** includes admittance to the exhibit hall, Association Night Reception and the Tuesday Night Event. **All guests must have name badges to attend the Tuesday Night Event.**

**Child guest registration** (ages 3-18) includes admittance to the **Tuesday Night Event only**. **All guests must have name badges to attend the Tuesday Night Event.**

## General Information

The FGFOA annual conference is held each May/June in various locations throughout the state. Approximately 1,200 local government finance officials from across Florida attend this meeting to share ideas, attend educational workshops and sessions, and earn continuing education credits.

Attendees have several education tracks that they can chose from.

Track 1 ACCOUNTING, AUDITING, AND FINANCIAL REPORTING
Track 2 BUDGETS, ECONOMICS, AND FINANCIAL PLANNING
Track 3 POLICY, LEADERSHIP, STRATEGIC PLANNING, AND PERSONNEL
Track 4 BANKING, INVESTMENT, RISK, TREASURY MANAGEMENT, AND DEBT MANAGEMENT
Track 5 TECHNOLOGY

**(/images/default-source/default-album/capture-logo-final.jpg?sfvrsn=7d7adad5_0)Click here to view**

## 2021 FGFOA Virtual Annual Conference was held May 24 - May 28, 2021

**The conference was a huge success with almost 1,000 attendees!!**

As a paid registrant for this event you can still review the presentations.
Use your event ID and password to gain access.

## CLICK HERE (https://fgfoa-members.flcities.com/FGFOAVirtualConference/Event_Materials/Presen
to download presentations

Please email **FGFOA staff (mailto:info@fgfoa.org)** if you have any questions. **(mailto:info@fgfoa.org)**

**past documents from the 2021 Virtual Annual Conference (https://fgfoa-members.flcities.com/FGFOAVirtualConf hkey=ac751494-abc2-4db8-8a61-974050a50995)**

FGFOA ALL IN
ANNUAL CONFERENCE

**(https://fgfoa-members.flcities.com/FGFOAVirtualConf hkey=ac751494-abc2-4db8-8a61-974050a50995)**

## Future Dates:

**2022 Annual Conference**
June 25-29
Rosen Shingle Creek, Orlando

**2023 Annual Conference**
June 23-28
Rosen Shingle Creek, Orlando

**2024 Annual Conference**
May 18-22
Diplomat Beach Resort, Hollywood

**2025 Annual Conference**
June 14-18, 2025
Diplomat Beach Resort, Hollywood

The Florida Government Finance Officers Association ("FGFOA") is committed to ensuring accessibility of its website. To report an accessibility issue, request accessibility assistance regarding our website content, or to request a specific electronic format, please complete our **Accessibility Feedback Form (https://www.cognitoforms.com/FloridaLeagueOfCities1/AccessibilityFeedbackForm4)**. We will make reasonable efforts to accommodate all needs.

**(/)**

The Florida Government Finance Officers Association (FGFOA) was founded in 1937 and serves more than 2,800 professionals from state, county and city governments, school districts, colleges and universities, special districts, and private firms.

Quick Links

**BECOME A MEMBER (/MEMBERSHIP)** >

**PAY DUES ONLINE (HTTP://FGFOA-MEMBERS.FLCITIES.COM/)** >

**REGISTER FOR AN EVENT (HTTP://FGFOA-MEMBERS.FLCITIES.COM/)** ^>

The City of Palm Bay Florida

# LEGISLATIVE MEMORANDUM

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

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

**THRU:** **Mariano Augello, Acting Chief of Police**

**DATE:** **4/7/2022**

**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:

Corporal Derek Hollcroft and Officer Tyler Riesen will be traveling to St Petersburg, FL on May 4, 2022 – May 7, 2022 to attend the Sniper Training/Challenge Week. This seminar focuses specifically on improving the sniper operations and focuses on enhancing the safety for both the officer and the community. Corporal Hollcroft has been invited to instruct during the two day seminar. As a team, Corporal Hollcroft and Officer Riesen will be competing in the Team Challenge. This training will be held approximately 150 miles away. The registration cost is estimated at $615.00, the lodging cost is estimated at $346.00, and the per diem is estimated at $416.00, with an approximate total of $1,377.00. This will be paid out of the Specialty Unit Division (5016).

**REQUESTING DEPARTMENT:**
Police Department

**FISCAL IMPACT:**
The total cost of travel is estimated at $1,377 and is available in 001-5016-521-4001 ($762); and 001-5016-521-5501 ($615).

**RECOMMENDATION:**
Motion to acknowledge and approve travel as mentioned above.

**ATTACHMENTS:**
**Description**

The City of Palm Bay Florida

# LEGISLATIVE MEMORANDUM

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

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

**THRU:** **Juliet Misconi, Chief Procurement Officer**

**DATE:** **4/7/2022**

**RE:** **Consideration of travel and training for specified City employees (Procurement Department).**

The Procurement Department is requesting City Council approval for the following employee to travel for business purposes:

Susan Ziegler, Procurement Agent II, will be attending the FAPPO (Florida Association of Public Procurement Officials) Annual Conference to be held in Orlando, Florida on May 22-25, 2022. The estimated total expenditure is $1,045, to include registration, hotel, parking, and per diem. This is a budgeted travel expenditure.

The FAPPO conference offers the opportunity to attend training sessions that are presented by peers from around the state on many procurement topics which are relevant to current trends and processes, and best practices from other agencies. This year's Conference theme is Stronger Together – Procuring in a Whole New World. The program includes sessions on cooperative purchasing, leading through transformation and best practices in Procurement. It also provides continuing education credits for professional procurement certifications.

**REQUESTING DEPARTMENT:**
Procurement

**FISCAL IMPACT:**
The estimated expenditure is $1,045, to include registration, hotel, parking, and per diem, and is budgeted for Fiscal Year 2022 in 001-1510-513-5501 and 001-1510-513-4001.

**RECOMMENDATION:**
Motion to acknowledge and approve travel for Susan Ziegler for the Florida Association of Procurement Officials Annual Conference.

**ATTACHMENTS:**

**Description**

**FAPPO Conference Travel Documentation**

# CITY OF PALM BAY, FLORIDA

**Travel Request/Advance Request**

Control # _____
Request Date: 3/14/2022
Contact/Ext Susan Ziegler x 3424

| | | | | | |
|---|---|---|---|---|---|
| **Name:** | SUSAN ZIEGLER | **Destination:** | 9840 INTERNATIONAL DR, ORLANDO, FL | | |
| | | | **Departure** | **Return** | |
| **Department/Division:** | PROCUREMENT | **Date of:** | 5/22/2022 | 5/25/2022 | |
| **Account To Be Charged:** | 001-1510-513-4001 | **Time of:** | | | |
| **Account To Be Charged:** | 001-1510-513-5501 | **Estimated Cost:** before mileage reimbursement | | | **$1,045.00** |

**Purpose of Travel** (Specify Conference, School or Other Reason) - **ATTACH ITINERARY**

Florida Assoication of Public Procurement Officials Annual Conference and Trade Show is 2 full days and 2 partial days, May 22 - May 25, 2022. Requesting travel in advance. Conference is at hotel, group rate provided.

**Date Approved By Council:**_____

**Transportation:** **boldface or circle choice(s)**

**POV - Estimated Mileage** **NA** City Vehicle

Common Carrier (complete below)

| PREPAID EXPENSES | VENDOR/ADDRESS | EXPLANATION | AMOUNT | FINANCE USE ONLY | |
|---|---|---|---|---|---|
| Registration<br>Due Date<br>Hand Carry Y N | FAPPO - CONFERENCE<br>9840 INTERNATIONAL DR<br>ORLANDO, FL 32819 | ANNUAL CONFERENCE<br>& TRADE SHOW<br>P-card<br>breakfast & lunch included | $350.00 | Vendor # | Check #<br>Date |
| Lodging<br>Due Date<br>Hand Carry Y N | ROSEN CENTRE HOTEL<br>9840 INTERNATIONAL DR<br>ORLANDO, FL 32819<br>5/22-5/25/2022 - p-card | Rate $175.00<br># Nights 3 | $525.00 | Vendor # | Check #<br>Date |
| Common Carrier<br>(if applicable)<br>Due Date<br>Hand Carry Y N | | | $0.00 | Vendor # | Check #<br>Date |
| Other Expenses<br>Due Date<br>Hand Carry Y N | Parking - Hotel self-parking<br>p-card | | $45.00 | Vendor # | Check #<br>Date |
| Other Expenses<br>Due Date<br>Hand Carry Y N | | | $0.00 | Vendor # | Check #<br>Date |

**PER DIEM ADVANCE: Advanced or Upon Return (circle one)**

**Refer to www.gsa.gov for rates - attach proof of rate**

(Lodging prepaid - receipt required)

| | | | | | | |
|---|---|---|---|---|---|---|
| Breakfast | 0 | @ | $0.00 | = | $0.00 | |
| Lunch | 1 | @ | $17.00 | = | $17.00 | |
| Dinner | 3 | @ | $31.00 | = | $93.00 | |
| Incidentals | 3 | @ | $5.00 | = | $15.00 | |
| | | | | | | $125.00 |

Vendor # Check # Date

**TRAVEL APPROVALS**

Department Head Date

Finance Date

(if applicable)

City Manager Date

| 55th Annual FAPPO Conference & Trade Show | | | |
|---|---|---|---|
| The Rosen Centre, Orlando, FL | | | |
| "Stronger Together - Procuring in a Whole New World" | | | |
| Sunday, May 22, 2022 | | | |
| 12:00 - 6:00 | | Registration/Information Desk Open | |
| Monday, May 23, 2022 | | | |
| 07:30 - 3:00 | | Registration/Information Desk Open | |
| 07:00 - 07:45 | Salon 1 | First Timers' Orientation | Joe Benjamin, NIGP-CPP, CPPO, CPB |
| 07:30 - 08:15 | Exec Ball | Member Networking and Breakfast | |
| 08:15 - 08:30 | Exec Ball | President's Welcome | David Santiago, NIGP-CPP, CPPB |
| 08:30 - 09:30 | Exec Ball | General Session - "Laugh Til it Hurts So Good" | Walt Stazinski, Med, MPH |
| 09:30 - 09:45 | | Break | |
| 09:45 - 10:45 | Exec Ball | General Session - Let's Just Cooperate | Tammy Rimes, MPA |
| 10:45 - 11:00 | | Break | |
| 11:00 - 12:00 | Salon 1 | Meet My Procurement Team, Me, Myself, and I | Lisa Osha, MBA, CPPB |
| | Salon 2 | Procure--to-Pay | David Wheeler, NIGP-CPP, CPPO, CPPB, FCCM, Kara Briggs from Equal Level |
| | Salon 3 | Leading Through Transformation- Getting Your Team Ready for New Tech | Ted Soepboer, Panelists:Tabatha Freedman, NIGP-CPP, CPPO, CPPB, Jennifer Ditslear, NIGP-CPP, CPPB, Annmarie Wise, NIGP-CPP |
| 11:30 - 11:45 | | Break | |
| 12:00 - 1:00 | Exec Ball | Member/Vendor Networking Lunch | |
| 1:00 - 4:15 | Grand Ball | FAPPO Trade Show | |
| 6:00 - 8:00 pm | | Dinner on Your Own | |
| Tuesday, May 24, 2022 | | | |
| 07:30 - 3:00 | | Registration/Information Desk Open | |
| 07:30 - 08:30 | Exec Ball | Member Networking and Breakfast | |
| 08:30 - 09:30 | Exec Ball | General Session - Leading with Intention | Stephanie Hendrick |
| 09:30 - 09:45 | | Break | |

| | | | |
|---|---|---|---|
| 09:45 - 10:45 | Salon 1 | Leading Lean-Managing Competing Agendas People | Althea Pemsel, MA, CPSM, C.P.M, A.P.P |
| | Salon 2 | Outside of the Box with Cooperative Procurement | Tammy Rimes, MPA |
| | Salon 3 | Public Private Partnerships (P3) to Successfully Solve an Infrastucture Need | Rita A. Silva, CPPO |
| 10:45 - 11:00 | | Break | |
| 11:00 - 12:00 | Salon 1 | Influencing Others to Embrace Change | Derrick Strand, Executive Director - UPPCC |
| | Salon 2 | Dusting Off Your Procurement Manual | Dean Meally, II, CPPO |
| | Salon 3 | The Leadership Lab: Harvesting Organic Leadership | Carrie Mathes, MPA, CFCM, NIGP-CPP, CPPO, C.P.M., CPPB, A.P.P. & Zulay Milan, NIGP-CPP, CPPO |
| 12:00 - 1:30 | Exec Ball | Business Meeting / Lunch | |
| 1:30 - 2:30 | Salon 1 | Networking Session Cites/Counties | FAPPO Officers |
| | Salon 2 | Networking Session Education | FAPPO Officers |
| | Salon 3 | Networking Session Special Authorities | FAPPO Officers |
| 2:30 - 2:45 | | Break | |
| 2:45 - 3:30 | Exec Ball | Best Practices/Entity Award Presentations | Keith Glatz, NIGP-CPP, CPPO |
| 3:30 - 4:30 | Exec Ball | Winning Best Practice Presentations | Keith Glatz, NIGP-CPP, CPPO |
| 6 - 9 pm | | Special Event | |
| Wednesday, May 25, 2022 | | | |
| 07:30 - 11:30 | | Registration/Information Desk Open | |
| 07:30 - 08:30 | | Member Networking Breakfast | |
| 08:30 - 09:30 | Exec Ball | General Session - NIGP Update | Rick Grimm |
| 09:30 - 09:45 | | Break | |
| 09:45 - 10:45 | Salon 1 | Does it Really Say That Court Decisions Affecting Procurement | Kirk Buffington, NIGP-CPP, CPPO, CPFIM, C.P.M., MBA |
| | Salon 2 | Procurement Synergy | Sandra Herrera, CPPO, CPPB, C.P.M, ACP |
| | Salon 3 | Sustainability, It's Not My Job or is it? | Theresa Webb, M.A., NIGP-CPP, CPPO, CPPB, C.P.M. |
| 10:45 - 11:00 | | Break | |
| 11:00 - 11:30 | Exec Ball | Value of UPPCC Certifications | Derrick Strand, Executive Director - UPPCC |
| 11:30 - 12:00 | Exec Ball | Closing Session | |

Annual Conference

"Stronger Together - Procuring in a Whole New World"

55th Annual Conference will be held at The Rosen Centre in Orlando, FL from May 22 - 25, 2022.

Room rate is $175/night, plus applicable taxes and fees.

Rooms are limited, so reserve early! Cut off date is April 20, 2022.

All reservations received after this cut off date will be accepted on a space available basis and only at the Hotel's then prevailing Best Available Rate. Group rate may not be available.

Cancellations of individual reservations **must** be made five (5) days prior to arrival or one (1) night's room and tax will be charged on the provided credit card as a penalty.

Book Online

Or call 1-800-204-7234 and identify yourself as being with the Florida Association of Public Procurement Officials (FAPPO) Conference.

Parking charges are as follows, plus tax: (subject to change).
Self-Parking- $15 Valet Parking - $23 plus tax

Complimentary basic Wi-Fi in guestrooms and public areas, excludes meeting/convention area.

Guestroom rates are good three (3) days pre and post the convention dates of Arrival Date of Monday, May 23, 2022, and Departure Date of Thursday, May 26, 2022 and are based on room type availability.

Rosen Hotel Know Before You Go and Guest Health Policy

The distinct architecture of Rosen Centre rises high above the landscape; its two open wings welcome all travelers. The luxury hotel marks the center point of business, entertainment, and family fun. As our guest, your vantage point extends beyond the short walk to the Orange County Convention Center and the brief ride to world-class entertainment and the hub of Orlando travel. The true value is that you are the center of our focus. Designed around your comfort, our award-wining services and amenities create a stylish and sophisticated experience, one that is truly unforgettable. Hand-delivered to you is the Rosen Difference®—personalized service delivered by staff emboldened by the freedom to exceed standard expectations. This is how the Rosen Centre stands alone in the middle of it all.

(There are three (3) ROSEN Hotels, two of which are located on International Drive - each adjacent to the Orange County Convention Center. This meeting is being held at ROSEN CENTRE HOTEL on International Drive.)

**Quick Links**

FAPPO Connect

Calendar of Events

Contact Us

**Announcements**

Please join FAPPO in congratulating the Annual Award Winners for 2021. For the full list of award winners, please click here.

**Award for Excellence in Public Procurement & Best Practice Award:** The 2022 Application is now open and due by 5:00 pm on February 24, 2022. Click here for more details and to submit an application.

**Save the Date:** 55th Annual Conference "Stronger Together - Procuring in a Whole New World" will be held in Orlando from May 22-25, 2022. Click here for more details.

NIGP's Certification Commission is honored to recognize the following public procurement professionals who attained their NIGP Certified Procurement Professional designation (NIGP-CPP) as of the latest testing period. Click here for NIGP's Press Release.

Congratulations to the 2021 NIGP Leaders Edge Graduates. Click here for the list of Florida's graduates.

NIGP 2021 Accreditation Highlights. Click here to see the recipients.

The UPPCC is pleased to announce and congratulate the following public procurement professionals who attained their CPPO and CPPB credentials as of the latest testing

U.S. General Services Administration

# FY 2022 Per Diem Rates for Orlando, Florida

Meals & Incidentals (M&IE) Breakdown

| Primary Destination | County | M&IE Total | Continental Breakfast/Breakfast | Lunch | Dinner | Incidental Expenses | First & LastDay of Travel |
|---|---|---|---|---|---|---|---|
| Orlando | Orange | $69 | $16 | $17 | $31 | $5 | $51.75 |

The City of Palm Bay Florida

# LEGISLATIVE MEMORANDUM

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

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

**DATE:** **4/7/2022**

**RE:** **Resolution 2022-13, adopting the goal of Vision Zero - that no loss of life is acceptable on our city streets. (CONTINUED FROM 03/17/22 RCM)**

The Space Coast Transportation Organization (SCTPO) is the designated and constituted body responsible for the urban transportation planning and programming process for Brevard County. The safety and health of all residents and visitors of Brevard County are their top priority, and the organization previously adopted a resolution joining a program called Vision Zero which provides a framework to reduce traffic deaths and serious injuries to zero.

Vision Zero is a strategy to eliminate all traffic fatalities and severe injuries, while increasing safe, healthy, equitable mobility for all. Additionally, it starts with the idea that all serious injuries and fatal crashes are preventable. It is a data-based approach to traffic safety. Crash data must be reviewed to determine where and how serious injuries and fatal crashes are occurring, and then applies a multi-discipline approach to the solution. The attached High Injury Network Map is based on data from 2014-2018 and shows the roadway areas in and around Palm Bay with the greatest incidents.

In 2020, Palm Bay experienced 6 fatalities and 132 serious injury crashes. Unfortunately in 2021, fatalities were 16 (166.6% increase) and we had 146 serious injury crashes (10.6% increase).

The attached resolution supports the focus on zero traffic fatalities and serious injury crashes being the only acceptable goal. City staff will continue to partner with SCTPO and participate in the Vision Zero Regional Planning Group.The attached Safe System document outlines the multi-disciplinary approach to getting to zero.

**REQUESTING DEPARTMENT:**
City Manager's Office

**FISCAL IMPACT:**
No fiscal impact.

**RECOMMENDATION:**
Motion to approve the resolution related to participation in the Space Coast Transportation Planning Organization's Vision Zero initiative with the goal of zero being the only acceptable number of fatalities and serious injury crashes in the City of Palm Bay and Brevard County.

**ATTACHMENTS:**

**Description**

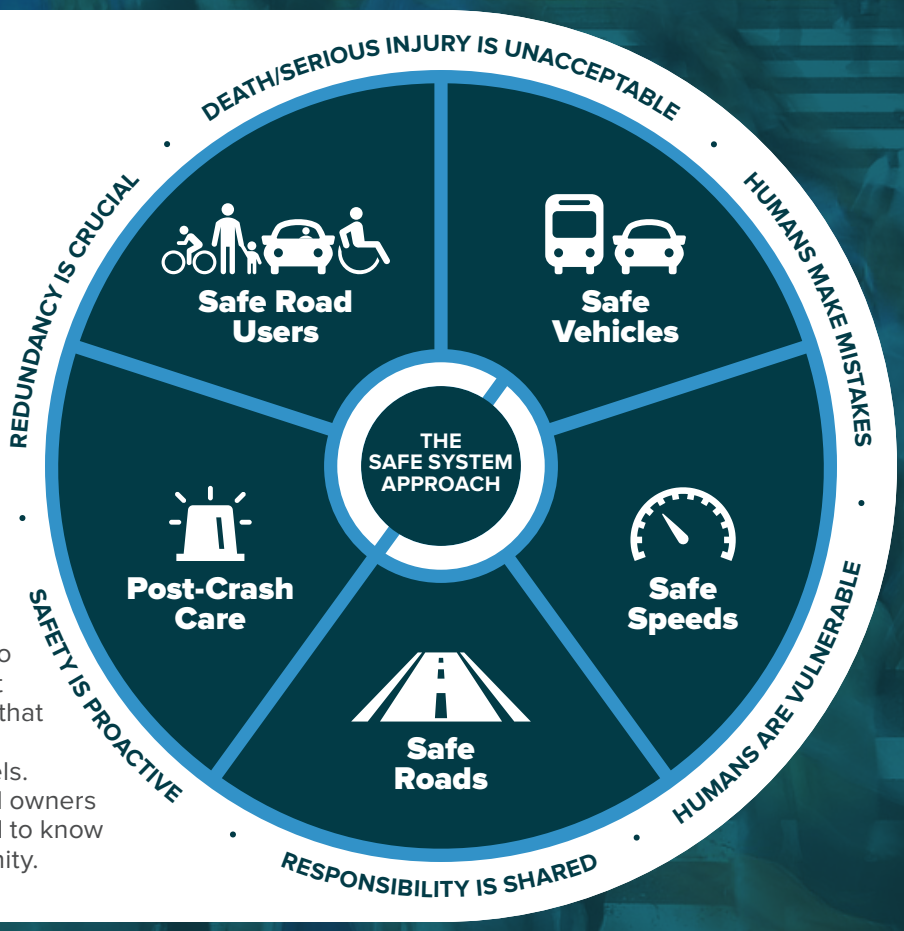
DOT Safe System informational flyer
High Injury Network Map- crash data
Resolution 2022-13

# THE SAFE SYSTEM

## APPROACH

### Zero is our goal. A Safe System is how we will get there.

**Imagine a world where nobody has to die from vehicle crashes.** The Safe System approach aims to eliminate fatal & serious injuries for all road users. It does so through a holistic view of the road system that first anticipates human mistakes and second keeps impact energy on the human body at tolerable levels. Safety is an ethical imperative of the designers and owners of the transportation system. Here's what you need to know to bring the Safe System approach to your community.




## SAFE SYSTEM PRINCIPLES

### Death/Serious Injury is Unacceptable

While no crashes are desirable, the Safe System approach prioritizes crashes that result in death and serious injuries, since no one should experience either when using the transportation system.

### Humans Make Mistakes

People will inevitably make mistakes that can lead to crashes, but the transportation system can be designed and operated to accommodate human mistakes and injury tolerances and avoid death and serious injuries.

### Humans Are Vulnerable

People have limits for tolerating crash forces before death and serious injury occurs; therefore, it is critical to design and operate a transportation system that is human-centric and accommodates human vulnerabilities.

### Responsibility is Shared

All stakeholders (transportation system users and managers, vehicle manufacturers, etc.) must ensure that crashes don't lead to fatal or serious injuries.

### Safety is Proactive

Proactive tools should be used to identify and mitigate latent risks in the transportation system, rather than waiting for crashes to occur and reacting afterwards.

### Redundancy is Crucial

Reducing risks requires that all parts of the transportation system are strengthened, so that if one part fails, the other parts still protect people.

U.S. Department of Transportation
Federal Highway Administration
FHWA-SA-20-015

Safe Roads for a Safer Future
*Investment in roadway safety saves lives*

## SAFE SYSTEM ELEMENTS

**Making a commitment to zero deaths means addressing every aspect of crash risks through the five elements of a Safe System, shown below.** These layers of protection and shared responsibility promote a holistic approach to safety across the entire transportation system. The key focus of the Safe System approach is to reduce death and serious injuries through design that accommodates human mistakes and injury tolerances.

### Safe Road Users

The Safe System approach addresses the safety of all road users, including those who walk, bike, drive, ride transit, and travel by other modes.

### Safe Vehicles

Vehicles are designed and regulated to minimize the occurrence and severity of collisions using safety measures that incorporate the latest technology.

### Safe Speeds

Humans are unlikely to survive high-speed crashes. Reducing speeds can accommodate human injury tolerances in three ways: reducing impact forces, providing additional time for drivers to stop, and improving visibility.

### Safe Roads

Designing to accommodate human mistakes and injury tolerances can greatly reduce the severity of crashes that do occur. Examples include physically separating people traveling at different speeds, providing dedicated times for different users to move through a space, and alerting users to hazards and other road users.

### Post-Crash Care

When a person is injured in a collision, they rely on emergency first responders to quickly locate them, stabilize their injury, and transport them to medical facilities. Post-crash care also includes forensic analysis at the crash site, traffic incident management, and other activities.

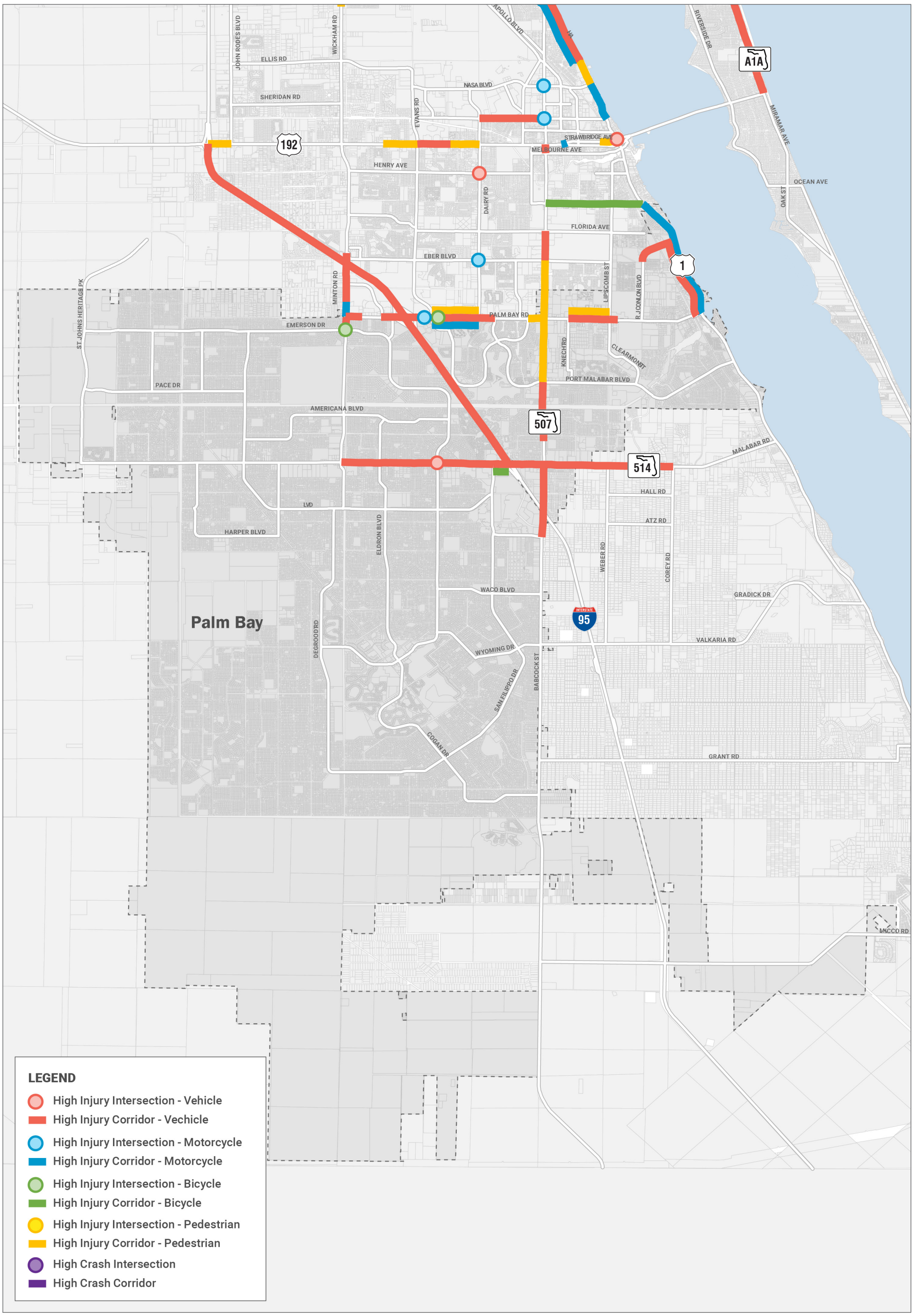
## THE SAFE SYSTEM APPROACH VS. TRADITIONAL ROAD SAFETY PRACTICES

| Traditional | Safe System |
|---|---|
| **Prevent crashes** → | **Prevent deaths and serious injuries** |
| **Improve human behavior** → | **Design for human mistakes/limitations** |
| **Control speeding** → | **Reduce system kinetic energy** |
| **Individuals are responsible** → | **Share responsibility** |
| **React based on crash history** → | **Proactively identify and address risks** |

Whereas traditional road safety strives to modify human behavior and prevent all crashes, the Safe System approach also refocuses transportation system design and operation on anticipating human mistakes and lessening impact forces to reduce crash severity and save lives.

## WHERE ARE YOU ON THE SAFE SYSTEM JOURNEY?

Implementing the Safe System approach is our shared responsibility, and we all have a role. It requires shifting how we think about transportation safety and how we prioritize our transportation investments. Consider applying a Safe System lens to upcoming projects and plans in your community: put safety at the forefront and design to accommodate human mistakes and injury tolerances. Visit **safety.fhwa.dot.gov/zerodeaths** to learn more.




Scale in Miles
0 1.6
North

VISION ZERO ACTION PLAN
**Space Coast Transportation Organization**

High Injury Network | Palm Bay
**Figure XX**

# RESOLUTION 2022-13

**A RESOLUTION OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, ADOPTING THE GOAL OF VISION ZERO – THAT NO LOSS OF LIFE IS ACCEPTABLE ON OUR CITY STREETS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the growth and vitality of our city requires safe and reliable transportation systems, and

**WHEREAS,** the life and health of Palm Bay residents are our utmost priority, and

**WHEREAS,** Vision Zero is the concept that there is no acceptable number of traffic deaths and serious injuries on our roadways, and

**WHEREAS,** the City of Palm Bay recognizes that no one should die or be seriously injured while travelling on our city streets, and

**WHEREAS,** people walking and bicycling represent a disproportionate number of these fatalities, and

**WHEREAS,** driver behavior, including speeding, distracted driving and drunk driving, are significant contributing factors to this loss of life, and

**WHEREAS,** the Space Coast Transportation Planning Organization adopted a resolution endorsing Vision Zero to achieve zero traffic deaths and severe injuries, and

**WHEREAS,** the Florida Department of Transportation has formally adopted "Driving Down Fatalities," its own version of the national vision, "Towards Zero Deaths."

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

***SECTION 1.*** The City Council hereby adopts the goal of Vision Zero -- that no loss of life is acceptable on our city streets.

***SECTION 2.*** The City Council hereby supports and will provide City staff to participate in a countywide or multi-jurisdictional Vison Zero Safety Committee comprised of members of organizations and agencies with expertise in transportation, enforcement, education, public health, emergency response, equity, transit, biking, walking, vehicles and freight, who will work together for the development and implementation of a Vision Zero Safety Action Plan.

***SECTION 3****.* The City Council recommends the Vision Zero Safety Committee involve the Police Department and the community in the decision-making and development of Vision Zero enforcement plans or policies.

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

This resolution was duly enacted at Meeting 2022- , of the City Council of the City of Palm Bay, Brevard County, Florida, held on , 2022.

_____
Robert Medina, MAYOR

ATTEST:

_____
Terese M. Jones, CITY CLERK

The City of Palm Bay Florida

# LEGISLATIVE MEMORANDUM

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

**FROM:** **Terese Jones, City Clerk**

**DATE:** **4/7/2022**

**RE:** **Appointment of one (1) member to the Disaster Relief Committee.**

The vacancy has been announced at several regular Council Meetings and applications solicited for same.

The following application has been received:

Jimmy Backus
253 Gardner Road, SW 32908

**REQUESTING DEPARTMENT:**
Legislative

**FISCAL IMPACT:**
None.

**RECOMMENDATION:**
Motion to approve the appointment of one (1) member to the Disaster Relief Committee.

**ATTACHMENTS:**

**Description**

**J.Backus**

Office of The
MAR 24 2022
City Clerk

The City of Palm Bay Florida

# 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: Jimmy Backus

Home Address: 253 Gardner rd SW

City: Palm Bay Zip Code: 32908

Telephone Number: 678-886-5570 Fax Number:

Email Address: JimmyBackus49@gmail.com

## EMPLOYMENT

Employer: U.S.P.S Postal Service Occupation: Mail Carrier

Address: 640 W New Haven Ave

City: Melbourne State: FL Zip Code: 32901

Telephone Number: 321-723-6164 Fax Number: 321-984-3548

Email Address:

Job Responsibilities: Sort and prepare mail, ~~retrive~~ retrieve outgoing mail from Businesses

## EDUCATION

High School Name: Norview High School

Location: Norfolk Va Years Completed: 12 Major/Degree: Business Law

College Business or Trade School: Beulah Heights College

Location: Atlanta Ga Years Completed: 2 Major/Degree: Psychology-

~~Professional School~~: Theology Administration-Finance

Location: Tidewater College Years Completed: 1 Major/Degree: Business-

Other: Administration

Location: Va Beach Va 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 JB *If yes, how long?* 4 Years 3 Months

How long have you been a resident of Brevard County? 4 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? Golf, tennis, Politics and Business

Why do you want to serve on this board / committee? to get a greater understanding of my Community and how can I assist them and to learn more about Community Development Advisory Board

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: Jerry Barker Date: 3-14-22

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

The City of Palm Bay Florida

# LEGISLATIVE MEMORANDUM

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

**FROM:** **Terese Jones, City Clerk**

**DATE:** **4/7/2022**

**RE:** **Appointment of two (2) members to the Auditor Selection Committee.**

In accordance with Section 218.39, Florida Statutes, and Section 4.05 of the City Charter, the City has an annual financial audit each year of its accounts and records completed within nine (9) months after the end of its fiscal year by an independent certified public accountant. The selection of the auditor is governed by Florida Statutes as cited above. The primary purpose of the auditor selection committee is to assist the City in selecting an auditor to conduct the annual financial audit; however, the committee may serve other audit oversight purposes as determined by the entity's governing body. Historically, this committee consisted of one member of Council and two or more qualified City Staff. Pursuant to Section 4.05 of the City Charter, the City solicits for this service every four (4) years and must solicit this year.

In 2019, Florida Statutes were amended to change the composition of the auditor selection committee. Specifically:

- The auditor selection committee must consist of at least three members;
- One member of the auditor selection committee must be a member of City Council, who will serve as the chair of the committee.
- An employee may not serve as a member of an auditor selection committee; however, an employee may serve in an advisory capacity (this is the change from 2019).

Staff is requesting advisory support from the Finance Department and the Procurement Department. The Procurement Department advisors will facilitate the solicitation process, and the Finance Department advisors will serve as non-scoring, non-voting subject matter experts. The selection process will be handled via Request for Proposals (RFP) by the Procurement Department. As such, the auditor selection committee will be the Evaluation Team for the RFP.

The committee shall:

- Review and establish factors used for the evaluation of audit services by a CPA firm. Such factors shall include but are not limited to ability of personnel, experience, ability to furnish the required services, and such other factors as may be determined by the committee;

- Evaluate proposals provided by qualified firms (compensation shall not be the sole or predominant factor);
- Rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the services. City Council can then select the highest-ranked, qualified firm for award.

The vacancies were announced at the March 17, 2022, regular Council meeting and applications solicited for same. The following applications have been received:

Rebecca Thibert
110 Gladiola Road, NE 32907

Brian Germain
314 Trident Avenue, SE 32909

Staff is requesting Council to 1) approve Procurement and Finance staff as non-voting advisors to the auditor selection committee; 2) appoint one member of City Council to the auditor selection committee; 3) appoint at least two (2) additional members to the auditor selection committee, none of whom can be City employees.

**REQUESTING DEPARTMENT:**
Procurement, Legislative

**FISCAL IMPACT:**
None

**RECOMMENDATION:**
Motion to approve the Auditor Selection Committee consisting of the one (1) member of City Council at least two (2) additional members, and three (3) non-voting advisors from City Staff.

**ATTACHMENTS:**

**Description**

**R.Thibert**

**B.Germain**

Office of The
MAR 30 2022
City Clerk

The City of Palm Bay Florida

# 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: Auditor Selection Committee

Full Name: Rebecca Thibert

Home Address: 110 Gladiola Road NE

City: Palm Bay Zip Code: 32907

Telephone Number: 321-412-1101 Fax Number:

Email Address: rthibert8@gmail.com

## EMPLOYMENT

Employer: City of Melbourne Occupation: Assistant to the City Manager

Address: 900 E. Strawbridge Avenue

City: Melbourne State: FL Zip Code: 32901

Telephone Number: 321-608-7206 Fax Number:

Email Address: rebecca.thibert@mlbfl.org

Job Responsibilities: Grant administration; support to City Manager; special projects as assigned

## EDUCATION

High School Name: Melbourne High School

Location: Melbourne, Florida Years Completed: 4 Major/Degree: High School Diplom

College Business or Trade School: Florida Institute of Technology

Location: Melbourne, Florida Years Completed: 2 Major/Degree: MPA

Professional School: University of Central Florida

Location: Orlando, Florida Years Completed: 4 Major/Degree: BA

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?* 15 Years Months

How long have you been a resident of Brevard County? 15 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):*

Community Development Advisory Board, Infrastructure Oversight Advisory Board

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

Community Development Advisory Board, Infrastructure Oversight Advisory Board

Are you currently serving on a board, authority, or commission for another governmental agency?

☒ Yes ☐ No If yes, what board(s): Brevard LMS Steering Committee - City of Melbourne member

Grants-In-Aid Selection Committee - City of Melbourne staff member

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? Cooking, reading, spending time with family.

Why do you want to serve on this board / committee? To be involved with the local community. With my local government background, I have experience with many facets of city government and would like to contribute to the City of Palm Bay.

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: 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: Rebecca Thibert Digitally signed by Rebecca Thibert Date: 2022.03.30 10:17:14 -04'00' Date: 3/30/2022

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

The City of Palm Bay Florida

Office of The
MAR 29 2022
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: Auditor Selection Committee

Full Name: Brian K Germain

Home Address: 314 Trident Ave SE

City: Palm Bay Zip Code: 32909

Telephone Number: 321-350-7919 Fax Number:

Email Address: bkg56@live.com

## EMPLOYMENT

Employer: Brevard County Clerk's Office Occupation: Guardianship Auditor

Address: Judge Fran Jameson Way

City: Viera State: Fl Zip Code:

Telephone Number: Fax Number:

Email Address: brian.germain@brevardclerk.us

Job Responsibilities: Audit Guardians for all finances spent on Wards

## EDUCATION

High School Name: South High

Location: Massachusetta Years Completed: 4 Major/Degree:

College Business or Trade School: Nichols College

Location: Massachusetts Years Completed: 4 Major/Degree: Bachelor of Science in Business

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?* 4 Years Months

How long have you been a resident of Brevard County? 4 Years Months

Are you a United States citizen? ☒ Yes ☐ No

Are you a registered voter of the City? ☒ Yes ☐ No

Are you employed by the City? ☐ Yes ☒ No *If yes, what department?*

Do you presently serve on a City board(s)? ☐ Yes ☒ No *If yes, please list board(s):*

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

Library Trust

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:* Palm Bay Rotary Club

What are your hobbies / interests?

Why do you want to serve on this board / committee? I served as Elected and Appointed in my community in Mass and want to be involved in the future of the 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: Human 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: 3/24/22

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

I AM A Veteran USCG.

SUBMIT FORM