



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

## **AGENDA**

### **Regular Council Meeting 2023-03 Thursday**

**February 2, 2023 - 6:00 PM  
Council Chambers, 120 Malabar Road SE, Palm Bay FL 32907**

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

#### **INVOCATION:**

1. Bishop Merton Clark - Truth Revealed Ministries, Palm Bay.

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

#### **ROLL CALL:**

#### **ANNOUNCEMENTS:**

1. One (1) vacancy on the Youth Advisory Board (represents 'at-large student member' position).++

#### **AGENDA REVISIONS:**

#### **PROCLAMATIONS AND RECOGNITIONS:**

1. Proclamation: Human Trafficking Awareness Month - January 2023.
2. Proclamation: Honoring the service of Ruben Saltares-Ruiz. (Mayor Medina)

#### **PRESENTATIONS:**

1. Maurice Kurland, Alcalde & Fay (Federal Lobbyist) - update.
2. Luis Nieves-Ruiz, Eastern Central Florida Regional Planning Council - Economic Development Strategic Plan.

#### **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 2023-01, providing for the annexation of certain real property generally located north, south and west of Micco Road, in the vicinity south of Dottie Drive, into the city (302.70 acres) (Case A-5-2022, Tiffany Dismukes Floyd), final reading.
2. Ordinance 2023-04, granting Ad Valorem Tax (AVT) Abatement to Rogue Valley Microdevices, Inc., final reading.
3. Resolution 2022-60, granting approval of a Preliminary Development Plan for a proposed mixed residential development to be known as 'Palm Vista Everlands West PUD' in AU (Agricultural Residential) (Brevard County) zoning, which property is located west of and adjacent to St. Johns Heritage Parkway, in the vicinity east of Melbourne-Tillman Water Control District Canal 2R (1198.1 acres) (Case PD-36-2022, Palm Vista Preserve, LLC). (Quasi-Judicial Proceeding) (CONTINUED FROM 11/17/22 RCM)
4. Ordinance 2023-05, amending the City's Comprehensive Plan Future Land Use Map to change the designated use of property located north, south, and west of Micco Road, in the vicinity south of Dottie Drive, from Micco Park Village District and RES 1 (Residential Unit Per Acre) (Brevard County) to Mixed Use (1,435.36 acres) (Case CP-40-2022 – MLCI Investments, Ltd.; Brevard 270, LLC; David Lee, LLC; Brevard Property Holdings, LLC; MLCI Realty II, LLC; MLCI Realty, Ltd.; L&L Collections, LLC; Trustees of the William H. Lee Revocable Trust; Tiffany Dismukes Floyd), first reading.
5. Ordinance 2023-06, amending the Code of Ordinances, Chapter 169, Land Development Code, by modifying provisions related to Citizen Participation Plans (Case T-7-2023, City of Palm Bay), first reading.
6. Request by the City of Palm Bay to amend the City's Comprehensive Plan Future Land Use Element to ensure consistency with the City Council's intent to promote mixed use development (Case CP-37-2022). (WITHDRAWN)
7. Request by Ascot Palm Bay Holdings, LLC for a conditional use to allow retail automotive gas/fuel sales in CC (Community Commercial District) zoning on property located at the northeast corner of Emerson Drive and St. Johns Heritage Parkway (2.00 acres) (CU-1-2023). (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: Meeting 2023-01; January 5, 2023.
2. Contract: Brass fittings (Ford Brand only), purchasing authority - Utilities Department (Ferguson Enterprises, Inc. - \$190,000).
3. Miscellaneous: 'Piggyback Purchase', fire hydrants (City of Melbourne contract) - Utilities Department (Ferguson Enterprises, Inc. - \$150,000 annually).
4. Miscellaneous: 'Cooperative Purchase', athletic surfacing and asphalt maintenance (National Cooperative Purchasing Alliance Contract) – Parks and Facilities Maintenance Department (The NIDY Sports Construction Company - \$99,900).
5. Consideration of City Council Flag Program nominee, Ruben Saltares-Ruiz. (Mayor Medina)
6. Consideration of reallocating a portion of capital funds from Fiscal Year 2023 to purchase a 14-foot technical rescue trailer for the Fire Rescue's Special Operations Team (\$12,000), and



to complete the build-out of Brush Truck 2 (\$30,000).

7. Consideration to add a funding appropriations request for improvements to the memorial at Sacrifice Park to the City's 2023-2024 state legislative priorities.
8. Consideration of an amendment to the grant agreement with the Florida Department of Environmental Protection's Coastal Partnership Initiative for improvements to Castaway Point Park.
9. Consideration of submitting an application for the Assistance to Firefighters Grant for the 2022 grant period.
10. Consideration of submitting an application for the 2023 AARP Community Challenge Grant.
11. Consideration of submitting a grant application to the Public Art Challenge of Bloomberg Philanthropies Opportunity for U.S. Cities.
12. Consideration of submitting a grant application for the Speeding and Aggressive Driving Program through the Florida Department of Transportation.
13. Consideration of the final draft of the City's Economic Development Strategic Plan.

#### **NEW BUSINESS:**

1. Consideration of a Proportionate Fair Share Agreement with Development Partners, LLC for a development project known as Palm Breeze Apartments.
2. Consideration of the City's 2023 federal legislative priorities.
3. Consideration of amending Chapter 5, Types of Meetings, of Council's Policies and Procedures, by modifying the distribution date of agenda packets for regular meetings. (Mayor Medina)
4. Consideration of scheduling workshop meetings for February and March 2023.

#### **COUNCIL REPORTS:**

#### **ADMINISTRATIVE AND LEGAL REPORTS:**

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

#### **ADJOURNMENT:**

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

**If an individual decides to appeal any decision made by the City Council with respect to any matter considered at this meeting, a record of the proceedings will be required, and the individual will need to ensure that a verbatim transcript of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based (FS 286.0105). Such person must provide a method for recording the proceedings verbatim.**

**Any aggrieved or adversely affected person desiring to become a party in the quasi-judicial proceeding shall provide written notice to the City Clerk which notice shall, at a minimum, set forth the aggrieved or affected person's name, address, and telephone number, indicate how the aggrieved or affected person qualifies as an aggrieved or affected person and indicate whether the aggrieved or affected person is in favor of or**

**opposed to the requested quasi-judicial action. The required notice must be received by the Clerk no later than five (5) business days at the close of business, which is 5 p.m., before the hearing. (Section 59.03, Palm Bay Code of Ordinances).**

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

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

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

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



## LEGISLATIVE MEMORANDUM

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

**FROM:** Suzanne Sherman, City Manager

**THRU:** Jesse Anderson, Assistant Growth Management Director

**DATE:** 2/2/2023

**RE:** Ordinance 2023-01, providing for the annexation of certain real property generally located north, south and west of Micco Road, in the vicinity south of Dottie Drive, into the city (302.70 acres) (Case A-5-2022, Tiffany Dismukes Floyd), 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 applicant, Tiffany Dismukes Floyd, is requesting City Council's acceptance of a Petition for Voluntary Annexation. Please note, the Planning & Zoning Board will consider the Future Land Use Comprehensive Plan Amendment at its regularly scheduled meeting on February 1, 2023 (Case CP-40-2022); followed by the second and final hearing of the annexation and first reading of the public hearing for Future Land Use at the Regular Council Meeting on February 2, 2023.

The applicant is requesting to annex four (4) parcels (Parcel IDs 30-38-08-00-750; 30-38-17-00-2; 30G-38-01-HJ-\*-4.02; 30-38-08-00-751) into the city limits of Palm Bay. The parcels are generally located north, south and west of Micco Road, in the vicinity south of Dottie Drive. The parcels are reasonably compact, contiguous to the City, abutting property located within the city limits of Palm Bay, and will not result in the creation of enclaves. In addition, the annexation does not create finger or serpentine patterns as prohibited by the Florida Statutes.

In accordance with Section 171.044(6), Florida Statutes, a Notice of Annexation was published in the Florida Today newspaper on January 12, 2023 and republished in the newspaper on January 19, 2023 and January 26, 2023. notice of the annexation was provided by Certified U.S. Mail to the Brevard County Board of County Commissioners ten (10) days prior to publishing. The Petition for annexation was filed by the owner Tiffany Dismukes Floyd (Represented by Jake Wise, P.E. C.E.G., LLC). Staff has confirmed that proper owner authorization has been provided for the annexation.

The owner of the property has requested a voluntary annexation of 302.70 acres of land into the city limits of Palm Bay from unincorporated Brevard County. The land will be part of a 1400+ acre mixed use and master planned development called 'Ashton Park'.

Following internal discussions amongst the Growth Management, Police, Fire, Public Works, and Utilities Departments, it is the collective recommendation that the City proceed with the consideration of the

Petition. While the Utilities Department has no concern, conceptually, with the annexation, it should be noted that the expansion of the South Regional Water Reclamation Facility is not anticipated to be complete until 2024. Further, the City's Traffic Engineer has provided a preliminary opinion based on the proposed land uses as depicted in the attached Conceptual Plan and has provided that this project would more than likely degrade the level of service (LOS) on both Micco Road and Babcock Street. Moreover, the LOS on Micco Road and Babcock Street will exceed threshold capacity and require transportation improvements. A Traffic Impact Analysis would be required to determine all associated transportation improvements. The developer would be required to enter into a Development Agreement with the City of Palm Bay.

Finally, during preliminary discussions with the project development team for Ashton Park, both Fire and Police have communicated needs for increased services and capacity west of Interstate 95 at St. Johns Heritage Parkway. All parties preliminarily agreed on the concept of the developer to provide a shared police and fire substation site.

**REQUESTING DEPARTMENT:**

Growth Management

**FISCAL IMPACT:**

There is no fiscal impact.

**RECOMMENDATION:**

Motion to adopt Ordinance 2023-01, accepting the Petition for Voluntary Annexation from applicants, Tiffany Dismukes Floyd.

**Planning and Zoning Board Recommendation:**

Annexation requests are not reviewed by the Planning & Zoning Board.

**ATTACHMENTS:**

**Description**

Case A-5-2022 - Staff Report  
Case A-5-2022- Legal Description  
Case A-5-2022 - Deed  
Case- A-5-2022 - Survey  
Case A-5-2022 - Petition  
Ordinance 2023-01  
Ordinance 2023-01 EXHIBIT A (Case A-5-2023 Ashton Park)



## STAFF REPORT

### LAND DEVELOPMENT DIVISION

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

[landdevelopmentweb@palmbayflorida.org](mailto:landdevelopmentweb@palmbayflorida.org)

#### Prepared by

Uma Sarmistha, Senior Planner

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#### CASE NUMBER

A-5-2022

#### CITY COUNCIL HEARING DATE

January 19, 2023

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#### PROPERTY OWNER & APPLICANT

Tiffany Dismukes Floyd. Represented by Jake Wise, P.E. Construction Engineering Group, LLC.

#### PROPERTY LOCATION/ADDRESS

Parcel ID 30-38-08-00-750; 30-38-17-00-2; 30G-38-01-HJ-\*-4.02; 30-38-08-00-751  
Generally located north, south, and west of Micco Road, in the vicinity of south of Dottie Drive.  
The legal description is attached.

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#### SUMMARY OF REQUEST

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 designation by the Planning and Zoning Board on February 1, 2023

#### Existing Zoning

GU - General Use and AU - Agricultural Residential (Brevard County)

#### Existing Land Use

Res 1 – Residential 1 Unit per Acre (Brevard County)

#### Site Improvements

Vacant Land

#### Site Acreage

302.70 acres

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#### SURROUNDING ZONING & USE OF LAND

##### North

Vacant Land, GML(H) - Government Managed Lands, High Intensity (Brevard County)

##### East

Vacant Land, RR - Rural Residential (Palm Bay)

##### South

Vacant Land, RR - Rural Residential (Palm Bay)

##### West

Vacant Land, RR-1 - Rural Residential (Brevard County)

**BACKGROUND:**

The subject properties are generally located north, south, and west of Micco Road, in the vicinity of south of Dottie Drive.

The owner of the property has requested a voluntary annexation into the City of Palm Bay from unincorporated Brevard County. When land is annexed into the city, it is prudent that said land is assigned a future land use category and zoning designation that is most appropriate. The Future Land Use case (CP-40-2022) will be heard at the Planning & Zoning Board Meeting held on February 1, 2023.

**ANALYSIS:**

The Petition for annexation was filed by the owner Tiffany Dismukes Floyd (Represented by Jake Wise, P.E. C.E.G., LLC)

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 along its north and portions of west boundaries.

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 & Zoning Board.

The Notice of Annexation was published in the Florida Today newspaper on [01/12/2023] and republished in the newspaper on [1/19/2023] and [1/26/2023]. Notice was also provided by Certified U.S. Mail to the Brevard County Board of County Commissioners ten days prior to publishing. Therefore, all notice requirements of Chapter 171, Florida Statutes have been met.

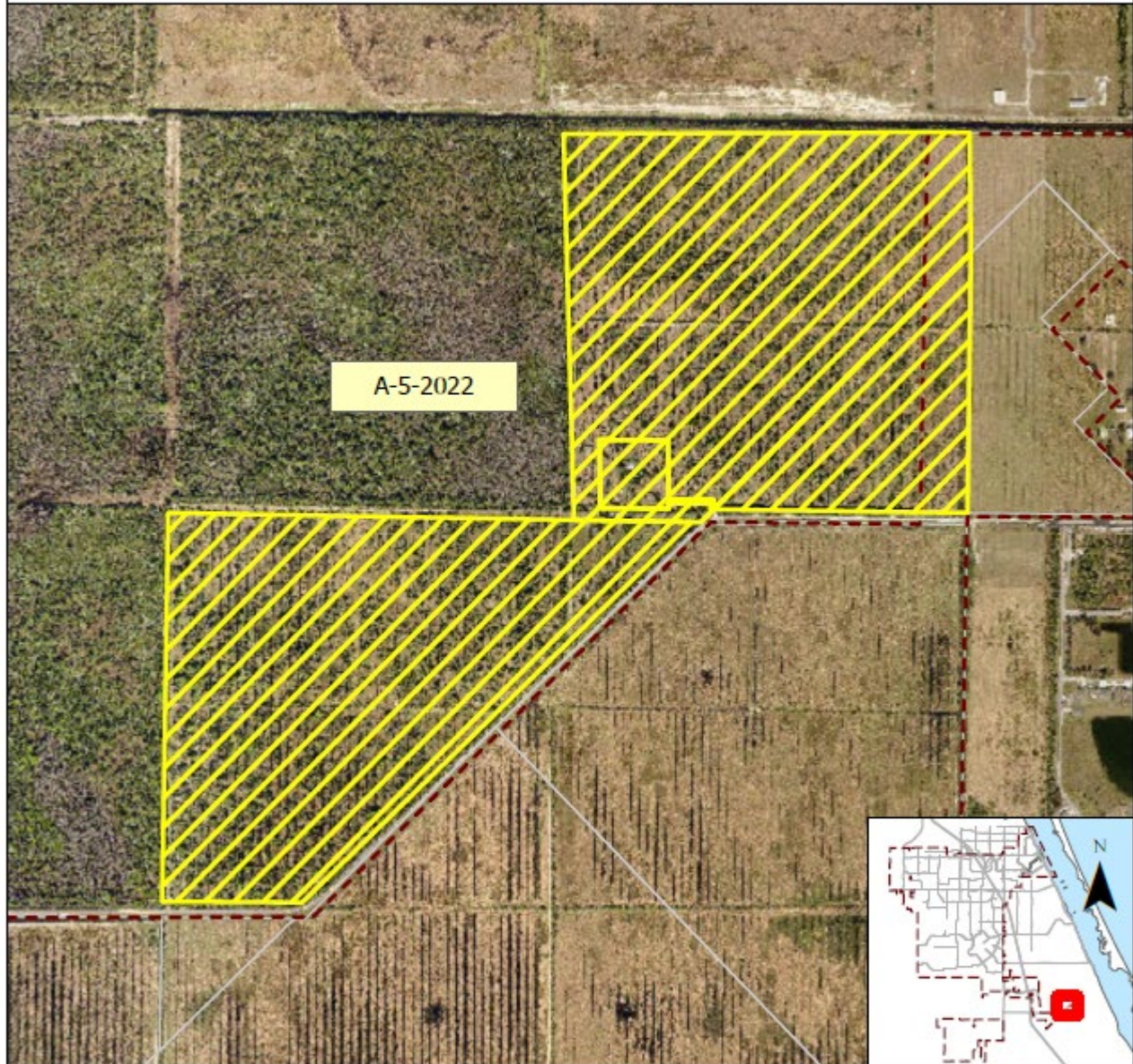
**STAFF RECOMMENDATION:**

Motion to accept/approve Case A-5-2022, a Petition for Voluntary Annexation from applicants, Tiffany Dismukes Floyd.





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



## **AERIAL LOCATION MAP CASE: A-5-2022**

### **Subject Property**

North of and adjacent to Micco Road, in the vicinity east of Interstate 95

DESCRIPTION: COMMENCE AT THE SOUTHWEST CORNER OF SECTION 17, TOWNSHIP 30 SOUTH, RANGE 38 EAST, BREVARD COUNTY, FLORIDA; THENCE RUN N00°04'24"W, ALONG THE WEST LINE OF SAID SECTION 17, 75.20 FEET TO THE NORTH RIGHT OF WAY LINE OF MICCO ROAD AND THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE CONTINUE N00°04'24"W, A DISTANCE OF 2590.39 FEET TO THE NORTHWEST CORNER OF SAID SECTION 17; THENCE N89°15'21"E, ALONG THE NORTH LINE OF SAID SECTION 17, A DISTANCE OF 2658.03 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 17; THENCE N00°09'55"W, ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 30 SOUTH, RANGE 38 EAST, A DISTANCE OF 2643.92 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF SECTION 8; THENCE N89°19'41"E, ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 8, A DISTANCE OF 2652.58 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4 OF SECTION 8; THENCE S00°16'35"E, ALONG THE EAST LINE OF SAID SECTION 8, A DISTANCE OF 2576.45 FEET TO THE NORTH RIGHT OF WAY LINE OF MICCO ROAD; THENCE N89°19'37"W, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 1487.58 FEET; THENCE S44°35'48"W, ALONG THE WESTERLY RIGHT OF WAY LINE OF MICCO ROAD, A DISTANCE OF 3828.41 FEET; THENCE S89°14'55"W, ALONG THE NORTH RIGHT OF WAY LINE OF MICCO ROAD, A DISTANCE OF 1136.32 FEET TO THE POINT OF BEGINNING. CONTAINING 302.70 ACRES, MORE OR LESS.



Rec \$35.50  
Doc St .70

Prepared by and return to:

Calvin B. Brown, Esq.

Attorney at Law

Collins Brown Barkett, Chartered

756 Beachland Boulevard

Vero Beach, FL 32963

772-231-4343

File Number: 5589

Will Call No.: 16

[Space Above This Line For Recording Data]

## Personal Representative's Deed

This Personal Representative's Deed made this 28<sup>th</sup> day of January, 2020, between Tiffany Dismukes Floyd as Personal Representative of the Estate of Bradley Stanton Dismukes whose post office address is Post Office Box 69, Kenansville, FL 34739, grantor, and Tiffany Dismukes Floyd, whose post office address is Post Office Box 69, Kenansville, FL 34739, grantee:

(Whenever 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, trusts and trustees)

**Witnesseth**, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantees heirs and assigns forever, the following described land, situate, lying and being in **Brevard County**, Florida, to-wit:

**SEE EXHIBIT "A" ATTACHED HERETO.**

**Parcel Identification Numbers:**

30-38-08-00-00750.0-0000.00

30-38-17-00-00-00002.0-0000.00

30G-38-01-HJ-00000.0-0004.02

30-38-08-00-00751.0-0000.00

**Subject to all valid restrictions, reservations, easements and zoning of record and taxes due subsequent to 2019.**

**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**To Have and to Hold**, the same in fee simple forever.

**And** the grantor hereby covenants with said grantee that the grantor has good right and lawful authority to sell and convey said land; that the grantor warrants the title to said land for any acts of Grantor and will defend the title against the lawful claims of all persons claiming by, through, or under Grantor.

**In Witness Whereof**, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

[Signature]

Print Name: Calvin B. Brown

[Signature]  
Print Name: KATHY H. HECKMAN

[Signature]  
Tiffany Dismukes Floyd as Personal  
Representative of the Estate of Bradley  
Stanton Dismukes

STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

Sworn to (or affirmed) and subscribed before me by means of X physical presence or \_\_\_\_\_ online notarization, this  
28th day of January, 2020, by Tiffany Dismukes Floyd as Personal Representative of the Estate of Bradley Stanton  
Dismukes, who is personally known to me or who has produced \_\_\_\_\_ as identification.

(Notary Seal)



[Signature]  
Signature of person taking acknowledgment  
Typed/Printed Name: \_\_\_\_\_  
Title or Rank \_\_\_\_\_  
Serial Number, if any \_\_\_\_\_

**EXHIBIT "A"**  
**Legal Description**

Parcel 1 Parcel 1 ("Parcel 1 ") being a portion of the following parent parcel (the "Parent Parcel") of real property lying North of Micco Road, Brevard County, Florida: Parcel 1: Being a portion of the above described Parent Parcel more particularly described as: Begin at an old 4" square concrete monument with a 2" brass disk centered, occupying and being the NW corner of the partial Section 17, Township 30 S, Range 38 E, Brevard County, Florida and run N 89° 14'55" E, a distance of 2658.04' to an identical concrete monument occupying and being the NE corner of the NW 1/4 of said Section 17; run thence N 00° 10'00" W, a distance of 2643.71' to a 4" square monument with rebar as center lying on the South side of a canal spoil bank approximately 1' above the ground, said monument occupying and being the NW corner of the S.E 1/4 of Section 8, Township 30 South, Range 38 East; run thence N 89° 21'47" E, a distance of 2596.93' to a 5/8" rebar #4889 that lies 1' East of a 4' tall, 4-strand barbed-wire fence running to the South, and lies S 89° 20'46" W, a distance of 55.56' from an old 4" square-concrete monument with a small pin at center, said monument occupying and being the NE corner of the said S.E 1/4 from said rebar run thence S 00°33'18", parallel to and 1' East of said fence, a distance of 1200.90 feet to the intersection of the East line of the said S.E 1/4 with the Fleming Grant line; thence continue S 00° 33'18" W, a distance of 1373.47' to the North line of Micco Road, a 100' right-of-way; run thence N 89° 18'28" W, along the said North right-of-way line, a distance of 1394.61' to a 5/8" rebar #4889 to turn in the right-of-way line said rebar lying 50' NW of by perpendicular measurement of the said Fleming Grant line; run thence S 44° 35'48" W, parallel to and 50' West of said Fleming Grant line, a distance of 3828.14 feet to a point 50' NW of by perpendicular measurement from the Fleming Grant line and is 2590 feet by perpendicular measurement from the North line of the said NW 1/4 of said Section 17; run thence S 89°14'55" W, parallel to and 2590 feet South of said North line, along the said North right-of-way line, S 89° 14'55" W, a distance of 1137.04' to the intersection of the said North right-of-way line with the west line of the said NW 1/4 of said Section 17; thence run N 00° 03'36" W, a distance of 2590 feet to the point of beginning, and being in Sections 17 and 8, T30S, R38E, and the Fleming Grant, Brevard County, Florida. Parcel 2Parcel 2 ("Parcel 2") being all that real property in the S.E. 1/4 of Section 8, Township 30 South, Range 38 East, Brevard County, Florida, and the George Fleming Grant, Plat Book 2, Page 25, public records of Brevard County, Florida, lying east of the easternmost line, and contiguous therewith, of Parcel 1 described above, more particularly described herein as Parcel 2:Parcel 2: Being all that real property in the S.E.1/4 of Section 8, Township 30 South, Range 38 East, Brevard County, Florida, and the George Fleming Grant, Plat Book 2, Page 25, public records of Brevard County, Florida, lying east of the easternmost line, and contiguous therewith, of Parcel 1 described above, more particularly described as follows: Begin at a 5/8" rebar #2866 "Gordon" at the Point of Beginning or those lands described in ORB 2978, Page 3751, and run thence S 00°06'04" W, along the first call line of deed in said ORB, a distance of 2575.45' to the North R/W line of Micco Road (100' R/W); run thence N 89°18'28" W, along the said North R/W line, a distance of 60.95' to a point on said R/W line 1.0 feet East of an existing 4' strand barbed wire fence; thence departing said R/W line, run thence N 00°33'18" E, parallel to and 1.0' East of said fence a distance of 2574.37' to a point on the North line of the S.E. 1/4 of Section 8, T30S, R38E, Brevard County, Florida; run thence N 89°20'46" E, along said North line, a distance of 40.54 feet to the point of beginning. Parcel 3Parcel 3 ("Parcel 3") being all that real property in the S.E.1/4 of Section 8, Township 30 South, Range 38 East, Brevard County, Florida, and the George Fleming Grant, Plat Book 2, Page 25, public records of Brevard County, Florida, lying east of the easternmost line, and contiguous therewith, of Parcel 2 described above, more particularly described herein as Parcel 3:Parcel 3: Being all that real property in the S.E.1/4 of Section 8, Township 30 South, Range 38 East, Brevard County, Florida, and the George Fleming Grant, Plat Book 2, Page 25, public records of Brevard County, Florida, lying east of the easternmost line, and contiguous therewith, of Parcel 2 described above, more particularly described as follows: Begin at a 5/8" rebar #2866 "Gordon" at the Point of Beginning or those lands described in ORB 2978, Page 3751, and run thence S 00°06'04" W along the first call line of deed in said ORB, a distance of 2575.45' to the North R/W line of Micco Road (100' R/W); run thence S 89°18'28" E, along the said North R/W line, a distance of 23.61' to a point on said R/W line and on the true East line of the S. E.1/4 said Section 8; thence departing said R/W line run thence N 00°05'17" E, a distance of 2575.91' to an old 4" square concrete monument occupying and being the true NE corner of the S.E. 1/4 of Section 8, T30S, R38E, Brevard County, Florida; run thence S 89° 20'46" W, along said North line, a distance of 15.12 feet to the point of beginning. Together with any and all other real property in the S.E.1/4 of Section 8, Township 30

South, Range 38 East, Brevard County, Florida, and the George Fleming Grant, Plat Book 2, Page 25, public records of Brevard County, Florida, lying east of the easternmost line of Parcel 1 described above, and north of Micco Road. NOTE: The following described "parent parcel" is being exhibited for reference purposes only as it appears to contain additional lands which are not insured hereunder. Parent Parcel: A parcel of land lying in the S.E 1/4 of Section 8, Sections 17 and 18, the South ½ of Section 18, all in Township 30 South, Range 38 East, Brevard County, Florida and the S.E 1/4 of Section 13, Township 30 South, Range 37 East, and part of the George Fleming Grant, Plat Book 2, Page 25, public records of Brevard County, Florida, being more particularly described as follows: Begin at the NE corner of the said S.E. 1/4 of said Section 8; thence run S 00°05'44"W, along the East line of said S.E 1/4, 2676.75 feet to the South right-of-way line of Micco Road; thence S 89°33'04" E along said right-of-way line, a distance of 305.44 feet; thence S 00°27'40"W along the center line of a drainage ditch, a distance of 5525.79 feet to a point on the easterly extension of the South line of said Section 18; thence N 89° 52'32" W along said easterly extension, a distance of 7195.59 feet to a 3" iron pipe at the intersection of an old barbed wire fence at the intersection of the South line of said Section 18 and the Northwest line of the said George Fleming Grant; thence continue N 89° 52' 32" W along the south line of said Section 18 a distance of 3421.49 feet to the Southwest corner of said Section 18; thence N 89°54'09" W along the South line of said Section 13, T30S, R37E, a distance of 2709.27 feet to the SW corner of the S.E. 1/4 of said Section 13; thence run N 00° 08' 46" W, along the West line of the S. E.1/4 of said Section 13, a distance of 2645.08 feet to the South right-of-way line of Micco Road; thence N 89° 29' 46" E along said South R/W line, a distance of 2660.88 feet; thence continue along said South right-of-way line, N 89°03'25" E, a distance of 5134.02 feet; thence N 00°03'36" along the West line of said Section 17, a distance of 2715.58 to the Northwest corner of said Section 17; thence run N 89° 15'29" E along the north line of said Section 17, a distance of 2659.00 feet to the South 1/4 corner of said Section 8; thence N 00°10' 27" W along the West line of the S.E.1/4 of said Section 8, a distance of 2643.82 feet to the center of said Section 8; thence run N 89° 20'29" E along the North line of the S. E. 1/4 of said Section 8, a distance of 2634.74 feet to the point of beginning.





## PETITION FOR VOLUNTARY ANNEXATION

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

DATE: 8/5/22

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

1. Name of Petitioner(s):

Tiffany Dismukes Floyd (Jake Wise, PE- C.E.G., LLC Authorized Representative)

2. Legal Entity / Owner(s) of Record:

Tiffany Dismukes Floyd

3. Address of Petitioner(s):

103 Commerce St; Suite 140; Lake Mary, FL 32746

4. Brevard County Parcel Identification Number:

30-38-08-00-750; 30-38-17-00-2; 30G-38-01-HJ-\*4-02; 30-38-08-00-751

5. Purpose for seeking Petition:

See attached justification

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

The petitioner(s) 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(s) 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(s) 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.

*Down to Earth* And Up To Great Things



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.

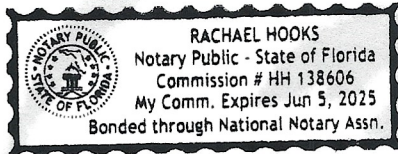
Tiffany Dismukes Floyd  
Print Name of Petitioner

8-5-2022  
Date

Tiffany Dismukes Floyd  
Signature of Petitioner

**STATE OF FLORIDA  
COUNTY OF BREVARD**

The foregoing instrument was acknowledged before me by means of ☒ physical presence or  
☐ online notarization, this 8/5/22 (date) by Tiffany Floyd (representative's  
name), who is personally known to me or who has produced Drivers License (type  
of identification) as identification.



[SEAL]

Rachael Hooks  
Signature of Notary

Rachael Hooks  
Print Name of Notary

My Commission expires on: June 5<sup>th</sup>, 2025

Cc: City Manager  
Growth Management Director

## Annexation Request Summary for 300 Acres of Ashton Park

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Ashton Park is a ±1400 acre master planned future mixed use development consisting of the following anticipated uses:

- Downtown commercial area in the heart of the master planned community.
- Flex commercial/industrial space concentrated on the east and west ends of the planned community.
- Future extension of the St. Johns Heritage Parkway including utilities from the northwest corner of the master planned development throughout it.
- Future school site.
- Future police and/or fire site, if desired.
- A mix of single family and multi-family throughout the planned community.
- Open space, parks, and interconnected amenities throughout.

This application is for the 300 acres of the 1400 acres in the northeast corner of the master planned community. This is the only portion of the site that has not been annexed into the City. The 300 acres is north of Micco Road and immediately adjacent to City of Palm Bay to the south, which is the remaining 1100 acres of the master plan. City utilities will be extended to the properties in the future as part of planned development.

The entire master planned development will have interconnected stormwater treatment ponds, extend both City water and wastewater for potable and fire protection needs, and master planned landscaping, irrigation, lighting and signage. All roadways will be constructed to city standards or above but be privately maintained so they are not a future maintenance burden to the City. The property is adjacent to preservation areas owned by the County and State to the north and south of the master planned community. East and west of the project are single family and undeveloped lands. We believe that all proposed uses as part of this project would be compatible with current and anticipated future uses adjacent to the property.

We are requesting an annexation for the 300 acres at this time, and will follow with a comprehensive future land use amendment and rezoning. The proposed future land use and zoning would be mixed use. This allows the flexibility of the large property to propose the varying uses and be flexible as market conditions evolve. The proposed uses are unique to this part of the City, especially the new downtown district. There is a strong demand for all of the proposed uses.



## **ORDINANCE 2023-01**

**AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF CERTAIN REAL PROPERTY GENERALLY LOCATED NORTH, SOUTH AND WEST OF MICCO ROAD, IN THE VICINITY SOUTH OF DOTTIE DRIVE, 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**, Tiffany Dismukes Floyd, 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 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:

Commence at the southwest corner of Section 17, Township 30S, Range 38E, Brevard County, Florida; thence run N 00°04'24" W, along the west line of said Section 17, 75.20 feet to the north right-of-way line of Micco Road and the Point of Beginning of the following described parcel; thence continue N 00°04'24" W, a distance of 2590.39 feet to the northwest corner of Section 17; thence N 89°15'21" E, along the north line of said Section 17, a distance of 2658.03 feet to the northeast corner of the northwest ¼ of said Section 17; thence N 00°09'55" W, along the west line of the southeast ¼ of Section 8, Township 30S, Range 38E, a distance of 2643.92 feet to the northwest corner of said southeast ¼ of Section 8; thence N 89°19'41" E, along the north line of said southeast ¼ of Section 8, a distance of 2652.58 feet to the northeast corner of said southeast ¼ of Section 8; thence S 00°16'35" E, along the east line of said Section 8, a distance of 2576.45 feet to the north right-of-way line of Micco Road; thence N 89°19'37" W, along said north right-of-way line, a distance of 1487.58 feet; thence S 44°35'48" W, along the westerly right-of-way line of Micco Road, a distance of 3828.41 feet; thence S 89°14'55" W, along the north right-of-way line of Micco Road, a distance of 1136.32 feet to the Point of Beginning; containing 302.70 acres, more or less.

**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 above-described parcel 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 'A'.

**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 2023- , held on , 2023; and read in title only and duly enacted at Meeting 2023- , held on , 2022.

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Rob Medina, MAYOR

ATTEST:

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Terese M. Jones, CITY CLERK

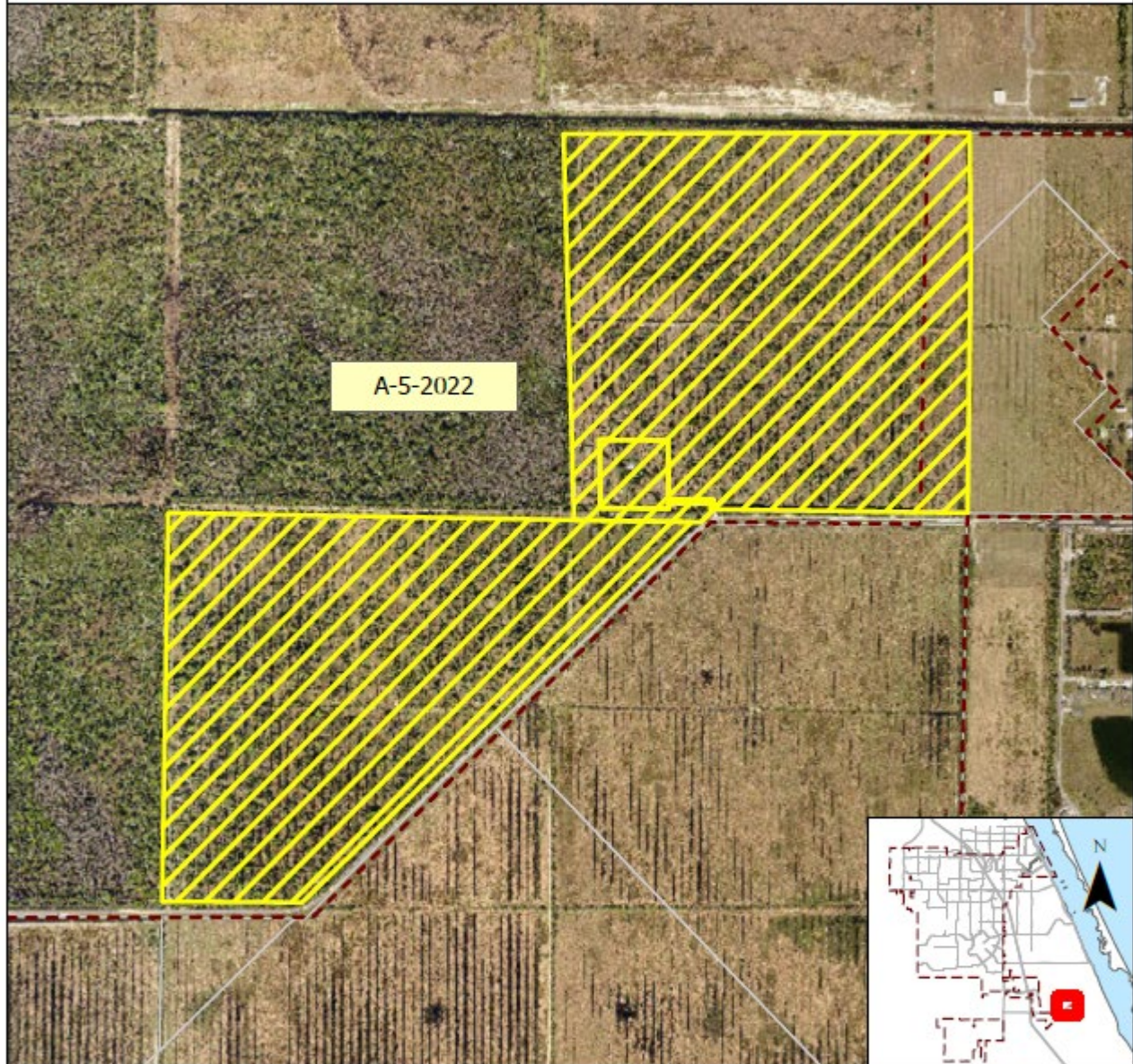
Reviewed by CAO: \_\_\_\_\_

Applicant: Tiffany Dismukes Floyd  
Case: A-5-2022

cc: (date) Brevard County Recording  
Applicant  
Case File



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



## **AERIAL LOCATION MAP CASE: A-5-2022**

### **Subject Property**

North of and adjacent to Micco Road, in the vicinity east of Interstate 95



## 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:** 2/2/2023

**RE:** Ordinance 2023-04, granting Ad Valorem Tax (AVT) Abatement to Rogue Valley Microdevices, Inc., final reading.

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

The City received an application for an Ad Valorem Tax (AVT) Abatement from Rogue Valley Microdevices, Inc on December 5, 2022. Rogue Valley Microdevices, Inc. is a semiconductor and related devices manufacturing company based in Oregon. The company is interested in acquiring and refurbishing an existing 50,000 SF facility located at 2301 Commerce Park Drive NE, Palm Bay, FL 32905 and plans to create 30 new jobs over three (3) years with an average wage of \$59,900. The company anticipates investing approximately \$25,000,000 in new capital expenditures. The estimated job creation timeline for the project is as follows:

# of New Jobs	Date jobs will be created
10	Year 1
10	Year 2
10	Year 3

**Total: 30**

The Economic Development Commission of Florida's Space Coast (EDC) conducted an economic impact analysis, providing the total impact of this project, to include the direct, indirect, and induced jobs, wages and gross domestic product.

The Brevard County Property Appraiser conducted the required analysis as required by Chapter 196.1995(9), Florida Statutes, to include the estimated total revenue available to the City for the current fiscal year and the estimated revenue which would be lost to the City during the current fiscal year if the exemption applied for were granted. Based on the application, staff estimates that the company would be eligible for an abatement as follows:

Years 1 - 3: 60%  
Year 4: 50%

Year 5: 40%

Year 6: 30%

**REQUESTING DEPARTMENT:**

Community & Economic Development

**FISCAL IMPACT:**

There will be no fiscal impact until company relocates into the facility and files the required annual report. The future fiscal impact will be the estimated amount of ad valorem taxes exempted, as calculated by the Brevard County Property Appraiser's Office, and will be set on a sliding scale beginning at 60%, gradually decreasing over a 6 year period.

**RECOMMENDATION:**

Motion to approve Ordinance granting Ad Valorem Tax (AVT) Abatement to Rogue Valley Microdevices, Inc.

**ATTACHMENTS:**

**Description**

AVT Application

AVT Scoring Sheet

Economic Impact Analysis Packet

Ordinance 2023-04



To be filed with the Board of County Commissioners, the governing boards of the municipality, or both, no later than March 1 of the year the exemption is desired to take effect.

Property Appraiser's Use Only		
I	Total revenue available to the county or municipality for the current fiscal year from ad valorem tax sources	\$ 40,722,802.08
II	Revenue lost to the county or municipality for the current fiscal year by virtue of exemptions previously granted under this section	\$ 569,669.39
III	Estimate of the revenue which would be lost to the county or municipality during the current fiscal year if the exemption applied for were granted and the property for which the exemption is requested would otherwise have been subject to taxation	\$ 185,997.76
IV	Estimate of the taxable value lost to the county or municipality if the exemption applied for was granted	
	Improvements to real property \$ 2,975,000	Personal property \$ 21,500,000
V	I have determined that the property listed above meets the definition, as defined by Section 196.012(15) or (16), Florida Statutes, as a <input checked="" type="checkbox"/> new business <input type="checkbox"/> expansion of an existing business <input type="checkbox"/> neither	
VI	Last year for which exemption may be applied <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> dependent upon the number of years granted by City Council.	

Application to be filed not later than March 1

Date: 1/17/23

Signature, Property Appraiser: [Signature]



## City of Palm Bay Ad Valorem Tax Abatement Program Scoring Sheet

Business Name: Rogue Valley Microdevices, Inc.

Business Address: 2301 Commerce Park Drive NE

<u>Number of Employees</u>	<u>Or Existing Business Expansion Option</u>	<u>Points</u>
10-20	25% Increase in Employees	3
21-60	50% Increase in Employees	6
61-99	75% Increase in Employees	9
100 and up	100% Increase in Employees	10

<u>Average Annual Wage (Payroll)</u>	<u>Points</u>
Below Average	0
Average (\$51,177)*	4
25% Above Average (\$63,971)	8
50% Above Average (\$76,766)	10
100% Above Average (\$102,354)	12

### Capital Investment

\$ 250,000 - \$1,000,000	1
\$1,000,001 - \$8,000,000	2
\$8,000,001 and up	3

Special District (HUB, Opportunity or Empowerment Zone, or CRA) 1

**TOTAL POINTS:** 13

\* The Average Annual Wage figure shall be updated at the beginning of each calendar year as provided by Enterprise Florida, Inc.

\*\* Minimum of 11 points required to qualify for exemption



<u>Total Points</u>	<u>Percentage of Exemption by Year</u>	<u>Length of Exemption</u>
11 - 13 points**	Years 1 through 3: 60% Year 4: 50% Year 5: 40% Year 6: 30%	6 years
14 - 16	Years 1 through 4: 70% Year 5: 60% Year 6: 50% Year 7: 40%	7 years
17 - 19	Years 1 through 5: 80% Year 6: 70% Year 7: 60% Year 8: 50%	8 years
20 - 22	Years 1 through 5: 90% Year 6: 80% Year 7: 70% Year 8: 60% Year 9: 50%	9 years
23 - 25	Years 1 through 5: 100% Year 6: 90% Year 7: 80% Year 8: 70% Year 9: 60% Year 10: 50%	10 years

The Palm Bay City Council may consider individual or company documentation indicating that the business will be critical to attracting other key businesses in the industry cluster and/or providing benefits exceeding the norm. In those incidences program guidelines may be adjusted on a case-by-case basis.

The City Council reserves the right to vary the ad valorem incentives for certain target industries and businesses deemed critical for the future economic development of the City. In addition, for such targeted industries and businesses, the City Council may consider other economic incentives, such as an ad valorem reimbursement grant incentive, in accordance with the City's home rule and statutory economic development powers. Ad Valorem Abatement or reimbursement grants for such target industries and businesses will be derived on a negotiated schedule and may include such factors as occupied existing business space, development of new business space, capital improvements made, number of jobs created, annual wages, number of relocated jobs, and number of local residents hired.

Certified by City Staff:  Date: 12-29-22

Complete and return this form to Community & Economic Development office via email to [EconDev@pbfl.org](mailto:EconDev@pbfl.org) or drop off to 120 Malabar Road SE, Palm Bay, FL 32907, 2<sup>nd</sup> Floor, Suite 239

**Rogue Valley Microdevices, Inc.**

**City of Palm Bay**

**12/06/22**

**Overview:**

New Job Commitment:	30	Capital Investment:	\$25,000,000
Average Annual Wage:	\$59,900		

**Economic impact from job creation:**

<b>Jobs</b>	<b>Net New Wage</b>	<b>Contribution to GDP</b>
30 (Direct)	\$1,797,000 (Direct)	\$2,794,797 (Direct)
11 (Indirect)	\$756,481 (Indirect)	\$1,073,844 (Indirect)
9 (Induced)	\$435,382 (Induced)	\$851,474 (Induced)
<b>50 TOTAL</b>	<b>\$2,988,864 TOTAL</b>	<b>\$4,720,115 TOTAL</b>

- For every employment position created by ROGUE VALLEY MICRODEVICES, INC. approximately 0.66 additional jobs will be developed to support the operation of the facility.
- For every payroll dollar paid to ROGUE VALLEY MICRODEVICES, INC. approximately \$0.66 will be generated for consumer spending.

**City Tax Impact**

**Years 1-10**

	<b>Annual Taxes on Construction</b>	
Projected Tax Assessed	\$	24,339.28
Potential Abatement (at 100%)	\$	24,339.28
	<b>Annual Taxes on Personal Property</b>	
Projected Tax Assessed	\$	149,512.72
Potential Abatement (at 100%)	\$	149,512.72

**Years 11+ :** Company will be assessed for 100% of tax liability

**Tax Millage Code – 34U0**

**NAICS – 334413**

**IMPLAN Sector – 307**

*Analysis based on information supplied by Rogue Valley Microdevices, Inc. - December 2022*

*Economic impact calculations furnished by EDC Research Office, using IMPLAN version 6.9 (www.IMPLAN.com).*

*Abatement & millage numbers are estimates; all final numbers determined solely by the Brevard County Property Appraiser's Office and the City of Palm Bay.*

*\*Subject to City of Palm Bay's Ad Valorem Tax Abatement Program Guidelines.*

# AD VALOREM TAX ABATEMENT

Job Creation Distribution Worksheet

JOB TITLE / DESCRIPTION	NUMBER OF JOBS	WAGE	ANTICIPATED HIRE TIMELINE (BY YEAR)
Operations Manager	1	\$120,000	Year 1 (~2023)
Site Manager	1	\$100,000	Year 1 (~2023)
Engineer	1	\$80,000	Year 1 (~2023)
Equipment Engineer	1	\$80,000	Year 1 (~2023)
CTO	1	\$100,000	Year 1 (~2023)
Lab Technician	2	\$40,000	Year 1 (~2023)
Assembly Manager	1	\$42,000	Year 1 (~2023)
Shipping / Receiving	1	\$42,000	Year 1 (~2023)
Purchasing Assistant	1	\$32,000	Year 1 (~2023)
Equipment Engineer	1	\$75,000	Year 2 (~2024)
Engineer	1	\$75,000	Year 2 (~2024)
Accounting Associate	2	\$31,000	Year 2 (~2024)
Purchasing Manager	1	\$60,000	Year 2 (~2024)
Lab Technician	4	\$41,000	Year 2 (~2024)
Safety Manager	1	\$65,000	Year 2 (~2024)
Lab Technician	4	\$42,000	Year 3 (~2025)
Outside Sales	1	\$120,000	Year 3 (~2025)
IT / Systems	1	\$90,000	Year 3 (~2025)
Engineer	2	\$75,000	Year 3 (~2025)
CFO	1	\$100,000	Year 3 (~2025)
Bookkeeper+	1	\$42,000	Year 3 (~2025)
<b>Total:</b>	30	\$59,900	~2023 through 2025



## **Rogue Valley Microdevices, Inc. Ad Valorem Tax Abatement Executive Summary**

Founded in 2003, Rogue Valley Microdevices is an Oregon based microchip manufacturing company specializing in MEMS, Sensor, and Biomedical Device fabrication. The company serves as a manufacturing partner to over 150 technology companies supporting the development and commercialization of a wide range of critical technology including:

- Metallization for wafer level packaging
- Small footprint reduced cost LIDAR for autonomous vehicles
- Continuous glucose monitoring device
- Detection of airborne toxins using nanotechnology for wearables
- Realtime chip-based radiation dosimetry
- High accuracy next generation cancer screening
- Graphene-based biosensor for drug discovery
- High accuracy gas flow sensor
- Photoacoustic Imaging Technology for medical applications

Due to growing customer demand, Rogue Valley Microdevices has decided to expand its production capacity by building a second manufacturing facility. The ideal facility will have 50,000sqft of space to support significant growth in capacity and allow the company to more than double in size. The company expects to make an initial investment of \$25 million in new equipment and leasehold improvements. Beyond this initial investment, we expect to continue building capacity and capability, reaching a minimum of 30 employees at the new facility.

After a national site search, the company is considering sites in Arizona, Texas, and Palm Bay, Florida. The Ad Valorem Tax Abatement program would be of great benefit to our growth and expansion efforts by allowing the company to better leverage its capital to increase efficiency and raise competitiveness. It will enable us to move forward with an expansion in Florida. We appreciate the consideration of our request and hope to have the Commission's assistance with our expansion efforts through the approval of Rogue Valley Microdevices for the Ad Valorem Tax Abatement Program.

## **ORDINANCE 2023-04**

**AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, GRANTING AN ECONOMIC DEVELOPMENT AD VALOREM EXEMPTION TO ROGUE VALLEY MICRODEVICES, INC. TO BE LOCATED AT 2301 COMMERCE PARK DRIVE NE, PALM BAY FLORIDA 32905; SPECIFYING THE ITEMS EXEMPTED; PROVIDING THE EXPIRATION DATE OF THE EXEMPTION; FINDING THAT THE BUSINESS MEETS THE REQUIREMENTS OF SECTION 196.1995(8), FLORIDA STATUTES; PROVIDING FOR AN ANNUAL REPORT BY ROGUE VALLEY MICRODEVICES, INC.; PROVIDING FOR THE REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, economic development and the creation and retention of value added jobs is a priority of the City Council of the City of Palm Bay, and

**WHEREAS**, the citizens of Palm Bay voted to provide economic incentives to qualified new and expanding businesses in the November 2018 general election, and

**WHEREAS**, Rogue Valley Microdevices, Inc. has requested that the City Council of the City of Palm Bay exempt ad valorem taxes for an existing building and tangible personal property at 2301 Commerce Park Drive NE, Palm Bay, Florida 32905, and

**WHEREAS**, Rogue Valley Microdevices, Inc. meets the requirements of Section 196 1995(8), Florida Statutes, as a business planning to expand in Palm Bay Florida, and

**WHEREAS**, the Property Appraiser has provided the Palm Bay City Council with its report as required by Section 196.1995(8), Florida Statutes, and

**WHEREAS**, it has been determined that Rogue Valley Microdevices, Inc. meets the requirements of Section 196.012, Florida Statutes, as an expanding business in Palm Bay, Florida.

**NOW, THEREFORE, BE IT RESOLVED 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.

**SECTION 2.** An Economic Development Ad Valorem Tax Exemption is hereby granted to Rogue Valley Microdevices, Inc., for its new construction value and tangible personal property.

**SECTION 3.** The total amount of revenue available to the City from ad valorem tax sources for the current fiscal year is \$40,722,802.08.

**SECTION 4.** \$569,669.39 is lost to the City for the current fiscal year by exemptions currently in effect from previous years.

**SECTION 5.** The tax exemption hereby granted shall be for a term of six (6) years commencing with the first year the facility and tangible personal property are added to the assessment roll, and lasting six (6) years thereafter on the following sliding scale of City ad valorem taxes:

Years 1- 3:	60%
Year 4:	50%
Year 5:	40%
Year 6:	30%

**SECTION 6.** In accordance with the findings of the City Council of the City of Palm Bay and the Property Appraiser, the property hereby exempted from ad valorem tax exemption meets the definition of an expansion of an existing business, as defined by Section 196.012, Florida Statutes.

**SECTION 7.** Rogue Valley Microdevices, Inc. shall submit to the City Manager at the beginning of each year an annual report providing evidence of continued compliance with the definition of an expansion of an existing business for each of the six (6) years during which Rogue Valley Microdevices, Inc. is eligible to receive ad valorem tax exemption. If the annual report is not received, or if the annual report indicates Rogue Valley Microdevices, Inc., no longer meets the criteria of Section 196.012 Florida Statutes the City Manager shall make a report to the City Council of the City of Palm Bay for consideration of revocation of this Ordinance granting the tax exemption.

**SECTION 8.** If the City Manager or designee receives written notice that the company qualifying for an ad valorem tax abatement under the authority of this ordinance has decided not to undertake or complete the new business activity or expansion of an existing business activity including construction or equipment purchases giving rise to an ad valorem tax exemption granted under this section, the exemption granted shall be void shall not take effect and shall not be implemented If such a notice is received the foregoing provision shall be self-executing and no further action of the City Council of the City of Palm Bay will be required to void the granted exemption Upon the City's receipt of any such notice the City Manager or designee shall forward the notice to the Property Appraiser along with a copy of this subsection of the ordinance.

**SECTION 9.** If the City Council of the City of Palm Bay revokes this Ordinance it shall be a requirement of the company to reimburse those County ad valorem taxes abated in favor of Rogue Valley Microdevices, Inc. for that period of time that

it was determined that Rogue Valley Microdevices, Inc. no longer met the criteria of Section 196.012, Florida Statutes.

**SECTION 10.** 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 11.** The City Clerk shall file a certified copy of this ordinance with the State of Florida Office of the Secretary of State within ten (10) days of its enactment.

**SECTION 12.** The provisions within this ordinance shall take effect immediately upon the enactment date.

Read In title only at Meeting 2023- , held on , 2023 and read  
in title only and duly enacted at Meeting 2023- , held on , 2023.

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Rob Medina, MAYOR

ATTEST:

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Terese M. Jones, CITY CLERK

Reviewed by CAO: \_\_\_\_\_





## LEGISLATIVE MEMORANDUM

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

**FROM:** Suzanne Sherman, City Manager

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

**DATE:** 2/2/2023

**RE:** Resolution 2022-60, granting approval of a Preliminary Development Plan for a proposed mixed residential development to be known as 'Palm Vista Everlands West PUD' in AU (Agricultural Residential) (Brevard County) zoning, which property is located west of and adjacent to St. Johns Heritage Parkway, in the vicinity east of Melbourne-Tillman Water Control District Canal 2R (1198.1 acres) (Case PD-36-2022, Palm Vista Preserve, LLC). (Quasi-Judicial Proceeding) (CONTINUED FROM 11/17/22 RCM)

As you may recall, the above request was scheduled for the November 17, 2022, regular Council meeting. Council voted to continue the request at the applicant's request, to coincide with the accompanying comprehensive plan amendment.

Palm Vista Preserve LLC, managing agent Mr. Greg Pettibon, Lennar Homes (Ana Saunders, P.E., BSE Consultants, Inc., Rep.) has submitted for Preliminary Development Plan (PDP) approval for 2,413-unit mixed residential development to be called Palm Vista Everlands West PUD. The undeveloped land is generally located west of St. Johns Heritage Parkway and in the vicinity west of Pace Drive NW.

The subject project will be a mixed-use development with no commercial uses. Internal road network, drainage, recreational and open space areas throughout the community, sidewalks on both sides of internal roadways, and external sidewalk connections shall be identified on the Final Development Plan. A tree survey shall be provided, and all other standards of the subdivision shall be met. A utility agreement shall be executed prior to construction plan approval. Upon review, the proposed request appears to conform with the applicable requirements for Preliminary Development Plan approval subject to providing all items requested by staff.

### REQUESTING DEPARTMENT:

Growth Management

### RECOMMENDATION:

Request for

City Council review. Case PD-36-2022 meets the minimum requirements of a Planned Unit Development (PUD) rezoning request, subject to the staff comments and the following items being submitted with a Final PUD application:

- A preliminary subdivision plat and Opinion of Title.

- Declaration of Covenants & Restrictions establishing development standards.
- Construction drawings.
- A Concurrency Determination letter from the School Board of Brevard County.
- Submission of an Endangered Species Assessment.
- Identification of lighting within the neighborhood.
- The technical staff review comments shall be incorporated.
- Any required development agreement or proportionate fair share agreement as may be required prior to Final Development Plan approval.

**Planning and Zoning Board Recommendation:**

Denial of the request by a vote of 4 to 2.

**ATTACHMENTS:**

**Description**

Case PD-36-2022 - Staff Report revised

Case PD-36-2022 - Preliminary Development Plan

Case PD-36-2022 - Location and Aerial Maps

Case PD-36-2022 - Sketch Legal

Case PD-36-2022 - Traffic Statement

PD-36-2022 - School Board Analysis

Case PD-36-2022 - Project Narrative

Case PD-36-2022 - Application

Case PD-36-2022 - Proto Typical Home Examples

PD-36-2022 - Board Minutes

Resolution 2022-60

**REVISED**

# STAFF REPORT

## LAND DEVELOPMENT DIVISION

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

[landdevelopmentweb@palmabayflorida.org](mailto:landdevelopmentweb@palmabayflorida.org)

### Prepared by

Jesse D. Anderson, Assistant Growth Management Director

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**CASE NUMBER**

PD-36-2022

**PLANNING & ZONING BOARD HEARING DATE**

October 5, 2022

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**PROPERTY OWNER & APPLICANT**

Palm Vista Preserve LLC. (Ana Saunders, P.E. BSE, Reps.)

**PROPERTY LOCATION/ADDRESS**

Tax Parcel 1, Section 29, Township 28, Range 36, with Tax Parcel 1, Section 20, Township 28, Range 36, with Tax Parcel 1, Section 28, Range 36,. Located West of St. Johns Heritage Parkway, in the vicinity west of Pace Drive NW

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**SUMMARY OF REQUEST**

Preliminary Development Plan (PDP) approval for a 2,413-unit mixed residential development to be called **Palm Vista Everlands West PUD**.

**Existing Zoning**

AU (County), Agricultural Residential

**Existing Land Use**

>>Commercial,<< Residential Open Space, Single-Family Residential, Multiple Family Residential

**Site Improvements**

Undeveloped property

**Site Acreage**

1198.1 acres

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**SURROUNDING ZONING & USE OF LAND****North**

AEU (Melbourne), Agricultural Estate Use - Vacant

**East**

COM, Commercial; AU (County) - Vacant, Agricultural Residential - Vacant

**South**

PMU, Parkway Mixed-Use – Mixed-Use development; AU (County), Agricultural Residential - Vacant

**West**

GU (Brevard County), General Use - Vacant

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**COMPREHENSIVE PLAN  
COMPATIBILITY**

Yes, the proposed project location currently has a Future Land Use designation of Multiple Family Residential >>if the associated Future Land Use Map amendment to Multiple Family Residential is approved by Council.<<

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**BACKGROUND:**

The properties are generally located west of St. Johns Heritage Parkway and in the vicinity west of Pace Drive NW., containing approximately 1198.1 acres.

The applicant is currently seeking Preliminary Development Plan (PDP) approval for 2,413-unit mixed residential development. This project includes an overall density of 2.01 units per acre.

**ANALYSIS:**

The planned unit development (PUD) is a concept which encourages variation in residential developments by allowing deviation in lot size, type of dwellings, density, lot coverage, setbacks, and open space, from those elements required in any singular zoning classification. 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.

Specifically, the development plan proposes 2,413 townhouse units to be named “Palm Vista Everlands West”. There are no commercial uses included in this project. According to the exhibit, the project will have designated Open Space/recreation areas through the community.

Engineered stormwater designs will be required for the Final Development Plan submittal and a legal positive outfall shall be established. Prior to commencement of construction, the design shall be approved by both the City’s Public Works Department and the St. Johns River Water Management District.

The internal road network must be designed to meet city standards, which includes a minimum 50’ wide right-of-way (ROW), with closed drainage, for all roadways. Unless formally requested for city acceptance, the roads shall be maintained by the Homeowner’s Association. The developer shall provide an access management plan that examines the driveway configurations and identifies any necessary roadway improvements.

Identification of the sewer mains and water distribution lines, and their extensions into the project’s internal roadway, shall be provided at the time of FDP submittal. A Utility Agreement shall be executed prior to construction plan approval.

Section 185.065 of the City’s Code of Ordinances requires a Planned Unit Development to permanently set aside and designate on the site plan recreational and/or open space for use by residents of the PUD, equaling 25% of the project site acreage. At 1,198.1 acres, this minimum set aside shall be 299.25 acres. Such useable space shall in the form of active or

passive recreation areas. Common open space shall be improved to the extent necessary to complement the residential uses and may contain compatible and complimentary structures for the benefit and enjoyment of the residents of the PUD.

The Preliminary Development Plan provides a breakdown stating that the minimum set aside has been met via recreation the tracts and the upland areas within the stormwater tracts. As part of the FDP submittal the specific use of any recreational area shall be identified, and all open space tracts will need to be delineated. Additionally, all internal roadways shall be provided with a sidewalk, on both sides of the road, with connections to off-site sidewalks. Entrance lighting shall also be provided.

The City's Subdivision Code (Section 184.24) requires the Applicant to make a concerted effort to preserve as many of these trees as possible. During the subdivision plan review process a tree survey identifying all specimen trees shall be provided to determine the exact location and type, for possible preservation. All other standards of the subdivision code, including road materials, sidewalks, utility construction, and similar items, shall be met.

#### **CONDITIONS:**

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 preliminary subdivision plat and Opinion of Title,
- Declaration of Covenants & Restrictions establishing development standards,
- Construction drawings,
- A Concurrence Determination letter from the School Board of Brevard County,
- Submission of an Endangered Species Assessment,
- Identification of lighting within the neighborhood, and

Lastly, technical staff review comments are attached to this report and shall be incorporated.

#### **STAFF FINDINGS:**

Case PD-36-2022 meets the minimum requirements of a Planned Unit Development Rezoning amendment request, subject to the staff comments.

## TECHNICAL COMMENTS

### CASE PD-36-2022 – Palm Vista Everalnds PUD

#### **GROWTH MANAGEMENT (Stephen White, Principal Planner)**

1. Open space and wetlands needs to be delineated by tract
2. Size of lots needs to be provided (only provides width not depth)
3. Acreage to each use type needs to be provided
4. Parking needs to be provided
5. Architect needs to be provided Developer not provided
6. Plan needs to include dedication and who will be responsible for maintenance and upkeep of roadways and Open Space.
7. Plan will need to include landscape and photometric plan in accordance with the Land Development Code.
8. Site Data table needs to contain the total length of each building and numbers of stories for each building within the PUD.
9. Concept Plan does not show driveways. Please ensure driveway coverage is in the calculation of Pervious coverage calculations.
10. Open space needs to be delineated by tract. Stormwater ponds can count for up to 75% of required stormwater if properly amentized.
11. Please check on lot dimensions on the map, the width and length don't add up to the total area.
12. As per 185.066 (B)(7), delineation of phased development if applicable is required on the map. Please provide the specific phase development if applicable by providing boundaries of each phase.
13. As per 185.066 (B)(8)(b), a schematic drawing of elevation and architectural construction is required at the primary submission. Please provide a schematic (scaled) elevation drawing.

#### **>>PUBLIC WORKS (Natalie Shaber, PE, Engineer II):**

#### **Engineering Comments (Natalie Shaber PE, City Engineer):**

1. The expansion of the St. John's Heritage Parkway from 2- to 4-lane shall be included in the design of this project.

2. A Developer's Agreement shall be entered into and executed regarding the stormwater management from the 4 lane expansion of SJHP
3. Provide cross-sections of the existing agricultural ditches and the normal groundwater table elevation.
4. The design and performance specifications of Ch 62-330 F.A.C.
5. All external agency permits shall be provided prior to scheduling a pre-sitework meeting
6. The applicant's engineer of record shall meet with city staff to discuss low impact development opportunities and incentives if applicable.

**R/W Utilities and D/W Comments (Hector Franco):**

1. Sidewalk on-site and off-site with appropriate connections to existing system all road frontages.
2. MTWCD permit or exemption.
3. Pre- vs post- discharge.
4. Per Land Development code 182 road private till approved dedication.
5. Phasing shall stand alone; include all cul-de-sac turn around and utility extension accordingly per phasing plan and additional easements.
6. Drainage calculations and traffic study to match phasing plans and identify improvements applicable per phasing.
7. Traffic improvements entrance and off site impacts.
8. Line up driveways with public streets right of way.

**Traffic Comments (Frank Watanabe, PE, City Engineer):**

1. A traffic statement was provide showing total ADT trips of  $5,187 + 6,517 = 11,794$  Trip
2. Submit a traffic methodology prior to commencing the traffic study
3. Submit traffic study for the proposed eastern phase project
4. Signal warrant analysis for SJHP at Pace

**Survey Comments (Joe Hale, City Surveyor).<<**

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

The Utilities Department has no objection to the proposed mixed residential PUD. The LOS for this project was previously completed as part of the 2017 Master Plan and sufficient



capacity is available to service this development. 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 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].
2. The applicant/owner will be required to extend and/or loop service from the On-Site Facilities to the existing water and wastewater connection points. [§ 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. [§ 200.11(D) & (E)]. The City of Palm Bay's 2017 Water and Wastewater Master Plans identify proposed mainline extensions with the City's current pipe sizing requirements. Contact the Utilities Engineering Department (321-952-3410) to obtain these Master Plans.
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 Department 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 copied of the Permits filled with the Utilities Department.

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

Please provide plans complying with Florida Fire Prevention Code (FFPC) 7th edition, Florida Administrative Code (FAC), Florida State Statute (FSS) and City of Palm Bay Ordinances Chapters 33 and 177.

1. (FSS 481.203) All townhomes shall meet the definition of per FSS 481.203 or they shall be classified as apartment per FFPC.
2. (NFPA 14.5.1.2) (FFPC 1:13.2) All buildings four or more stories are required to be equipped with automatic standpipes supplied by a fire pump.

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

The project is in FEMA Floodzone AE and will need an approved Conditional Letter of Map Amendment (CLOMA) before any buildings are constructed. For the final CO an approved

Letter of Map Revision (LOMR) removing the entire project from the Special Flood Hazard Area is required.

These policies are outlined specifically in Ord. 174.005 (C) (2) “require the applicant to obtain and use base flood elevation and floodway data available from a federal or state agency or other source” and also 174.005 (C)( 4) Where the base flood elevation data are to be used to support a Letter of Map Change from FEMA, advise the applicant that the analyses shall be prepared by a Florida licensed engineer in a format required by FEMA, and it shall be the responsibility of the applicant to satisfy the submittal requirements and pay the processing fees.

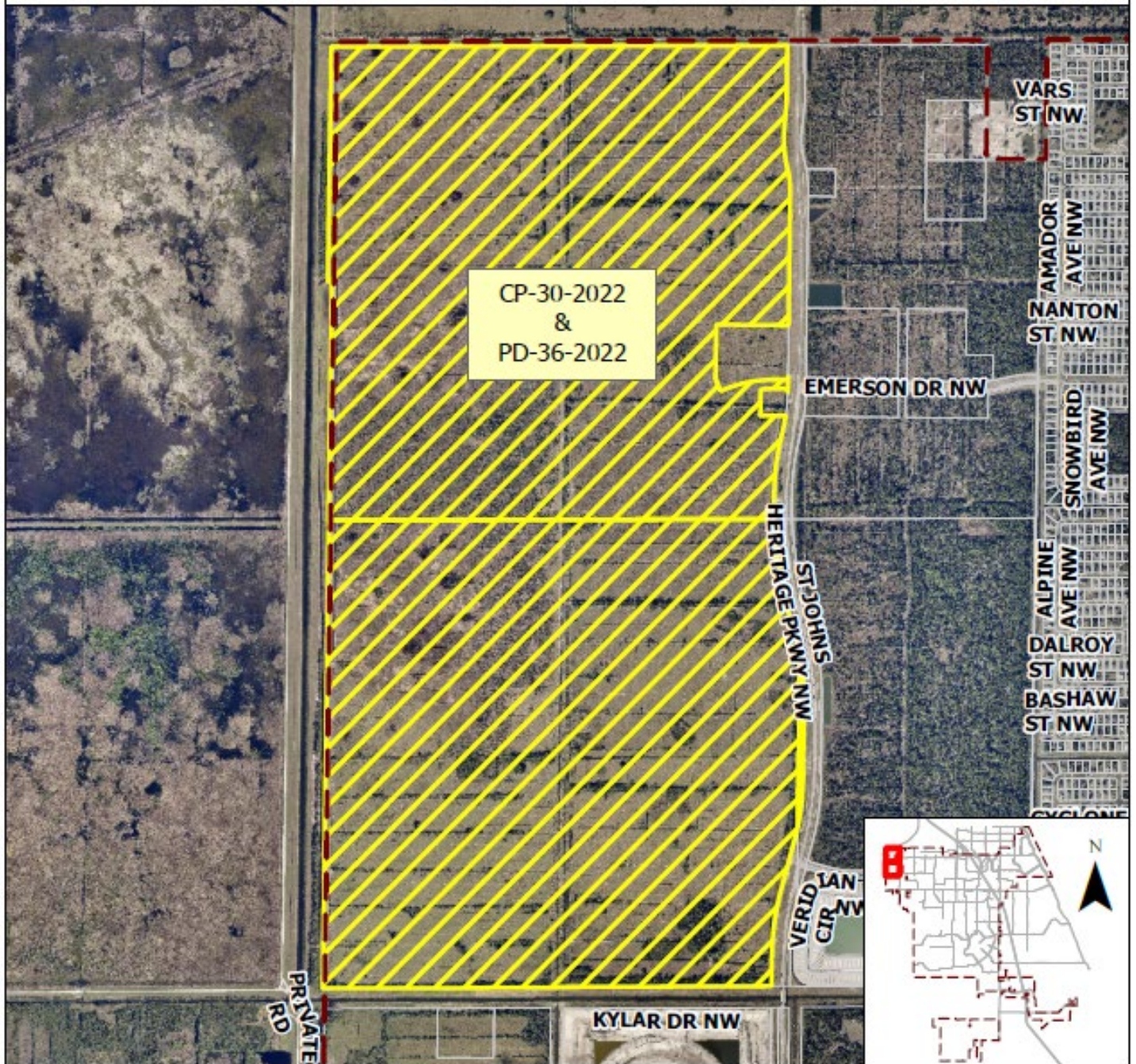
Per the City’s Floodplain Ordinance, any structure built within a Special Flood Hazard Area (SFHA) will require a Floodplain Permit at time of construction. An approved CLOMR does not exempt the requirement for a Floodplain Permit in the SFHA. The Building Official will not issue any building permits without a Floodplain Permit.

If you get the approved Subdivision LOMR before any building’s permits are applied for, you don’t need to apply for individual Floodplain permits for each structure.





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



## AERIAL LOCATION MAP CASE: CP-30-2022 & PD-36-2022

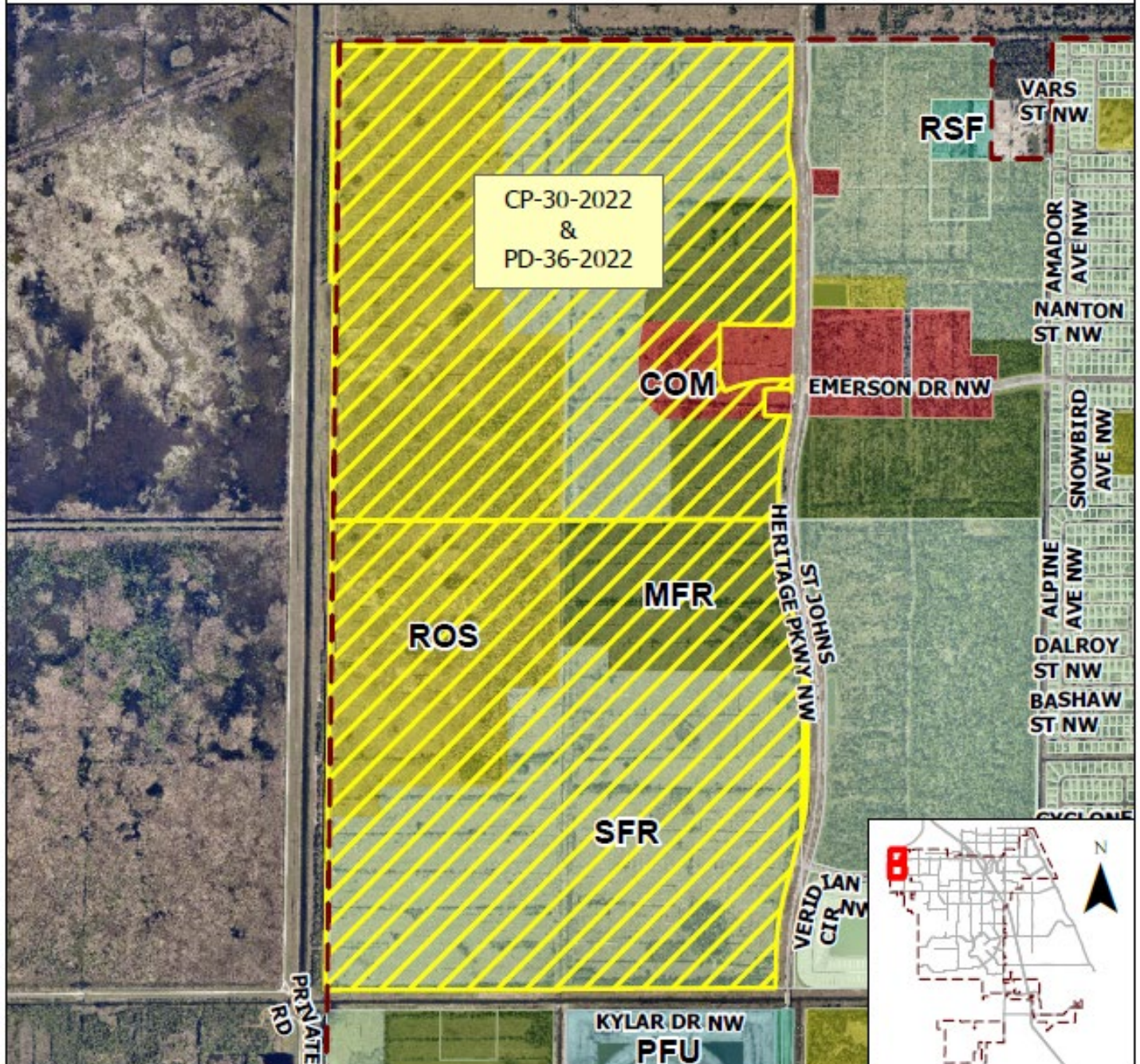
### Subject Property

West of and adjacent to St. Johns Heritage Parkway NW, in the vicinity east of Melbourne-Tillman Water Control District Canal 2R





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-30-2022 & PD-36-2022

### Subject Property

West of and adjacent to St. Johns Heritage Parkway NW, in the vicinity east of Melbourne-Tillman Water Control District Canal 2R

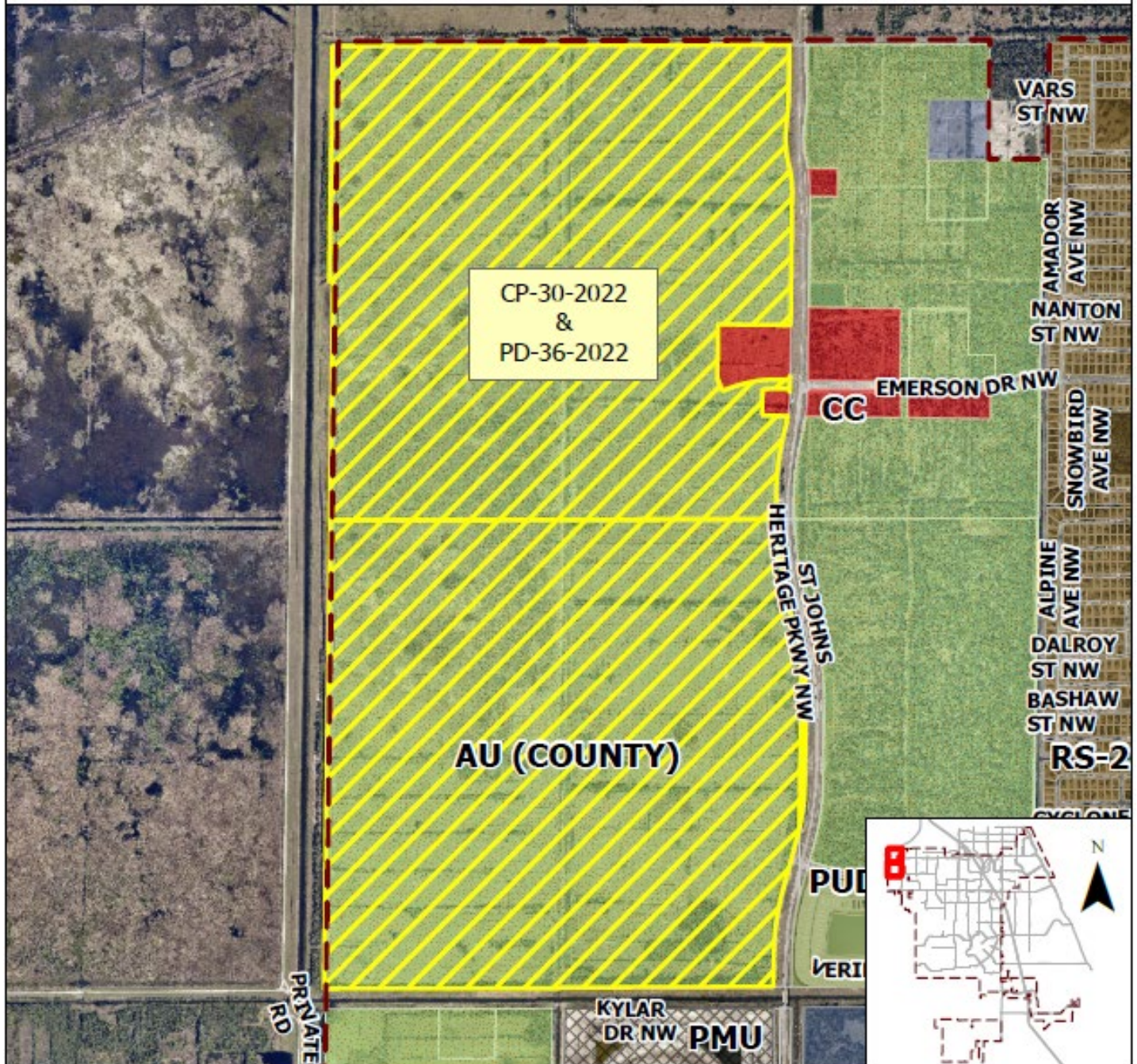
### Future Land Use Classification

COM, MFR, ROS, SFR – Commercial, Multi-Family Residential, Residential Open Space, 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: CP-30-2022 & PD-36-2022

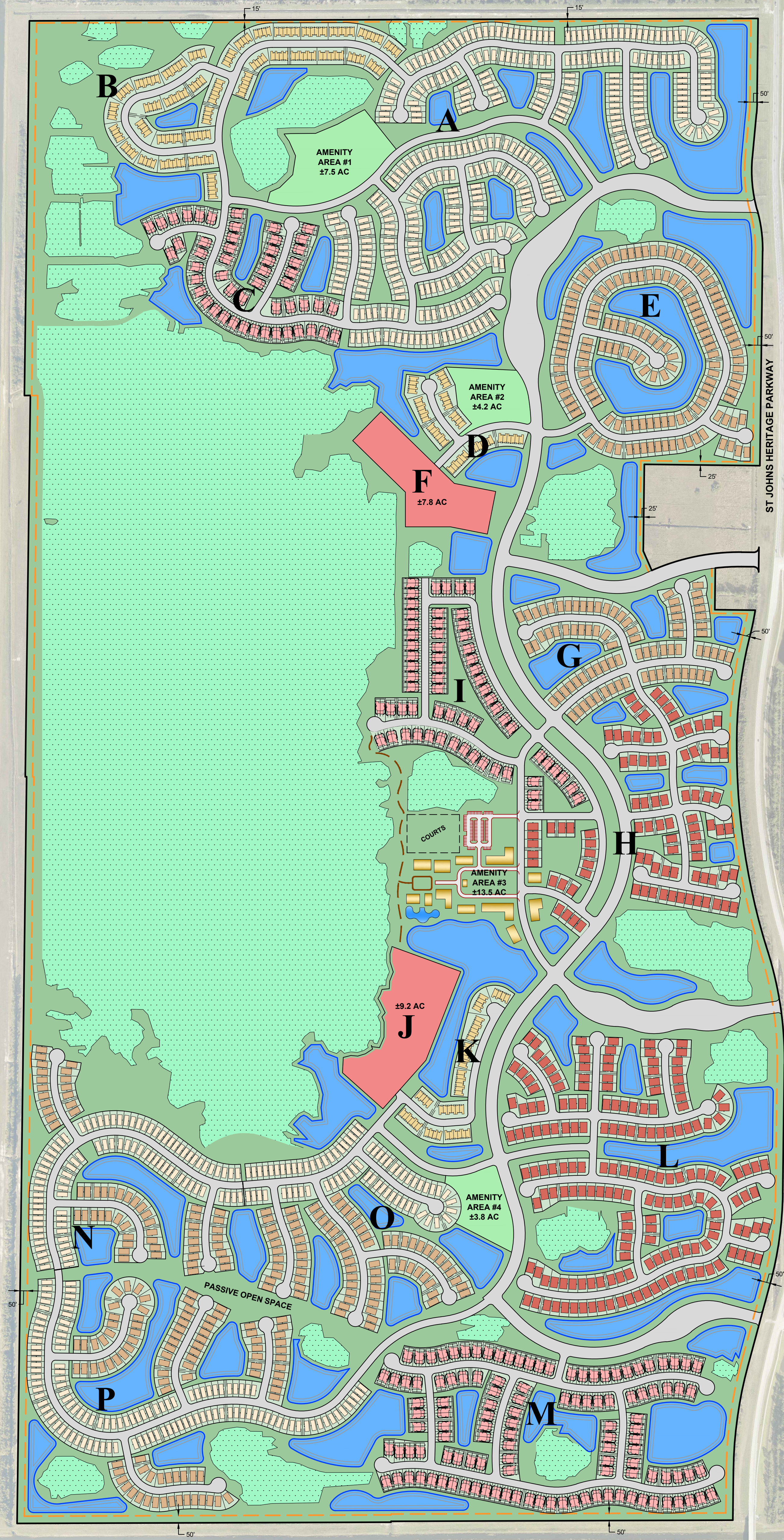
### Subject Property

West of and adjacent to St. Johns Heritage Parkway NW, in the vicinity east of Melbourne-Tillman Water Control District Canal 2R

### Current Zoning Classification

AU (COUNTY) – Agricultural Residential





UNIT COUNT SUMMARY		
NW - (NON-AGE RESTRICTED)		
POD	PRODUCT	UNITS
A	SINGLE FAMILY - 40's	364
B	TOWNHOME - 4-unit & 6-unit	168
C	TWIN VILLAS	102
NW - UNIT TOTAL		634
SW - ACTIVE ADULT (AGE RESTRICTED)		
D	TOWNHOME - 4-unit & 6-unit	46
E	SINGLE FAMILY - 50's	149
F	MULTI-FAMILY CONDO	159
G	SINGLE FAMILY - 50's	82
H	SINGLE FAMILY - 60's	92
I	TWIN VILLAS	128
J	MULTI-FAMILY CONDO	159
K	TOWNHOME - 4-unit & 6-unit	52
L	SINGLE FAMILY - 60's	179
M	TWIN VILLAS	240
N	SINGLE FAMILY - 40's	90
	SINGLE FAMILY - 50's	43
	SINGLE FAMILY - 40's	69
O	SINGLE FAMILY - 50's	77
	SINGLE FAMILY - 40's	120
	SINGLE FAMILY - 50's	94
SW - UNIT TOTAL		1779
WEST - UNIT TOTAL		2413

OPEN/GREEN SPACE CALCULATIONS	
PROJECT SITE AREA	= 1198.1 ACRES (100%)
ROAD R/W	= 127.4
MULTI-FAMILY (POD F and J)	= 17.0
LOT AND BLOCK AREA	= 295.7
LAKE AREA (NWL)	= 132.4
AMENITY AREAS #1 - #4	= 29.0
SUB-TOTAL	= 474.1 ACRES (39.6%)
WETLANDS	= 348.0 ACRES (29.0%)
OPEN/GREEN SPACE	= 376.0 ACRES (31.4%)

**SETBACKS**

PAIRED VILLAS  
FRONT = 20 FT  
REAR = 5 FT  
SIDE = 6 FT

TOWNHOMES  
FRONT = 25 FT  
REAR = 20 FT  
SIDE = 7.5 FT

SINGLE FAMILY (40')  
FRONT = 15 FT  
REAR = 20 FT  
SIDE = 5 FT

SINGLE FAMILY (50' AND 60')  
FRONT = 20 FT  
REAR = 25 FT  
SIDE = 3 FT / 7 FT

WETLANDS

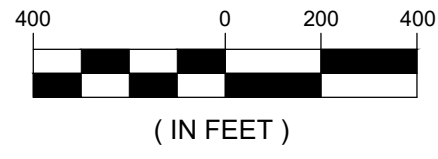
PAIRED VILLAS

TOWNHOMES  
4-UNIT BUILDING  
6-UNIT BUILDING

SINGLE FAMILY (40')

SINGLE FAMILY (50')

SINGLE FAMILY (60')



H:\Projects\10860\_003.dwg, June 22, 2022 2:45:59 PM DB

DESIGN/DRAWN: SMG/DRB	DATE: 06/22/22
-----------------------	----------------

**B.S.E. CONSULTANTS, INC.**  
CONSULTING - ENGINEERING -  
LAND SURVEYING

312 SOUTH HARBOR CITY BOULEVARD, SUITE 4  
MELBOURNE, FLORIDA 32901  
PHONE: (321) 725-3874 FAX: (321) 723-1159

CERTIFICATE OF PROFESSIONAL ENGINEERS  
BUSINESS AUTHORIZATION: 4902  
CERTIFICATE OF LAND SURVEYING  
BUSINESS AUTHORIZATION: LB004905

**PALM VISTA EVERLANDS - WEST**

**PRELIMINARY DEVELOPMENT PLAN**

SCOTT M. GLAUBITZ, P.E. & P.L.S.  
STATE OF FLORIDA, No. 33659 No. 4151

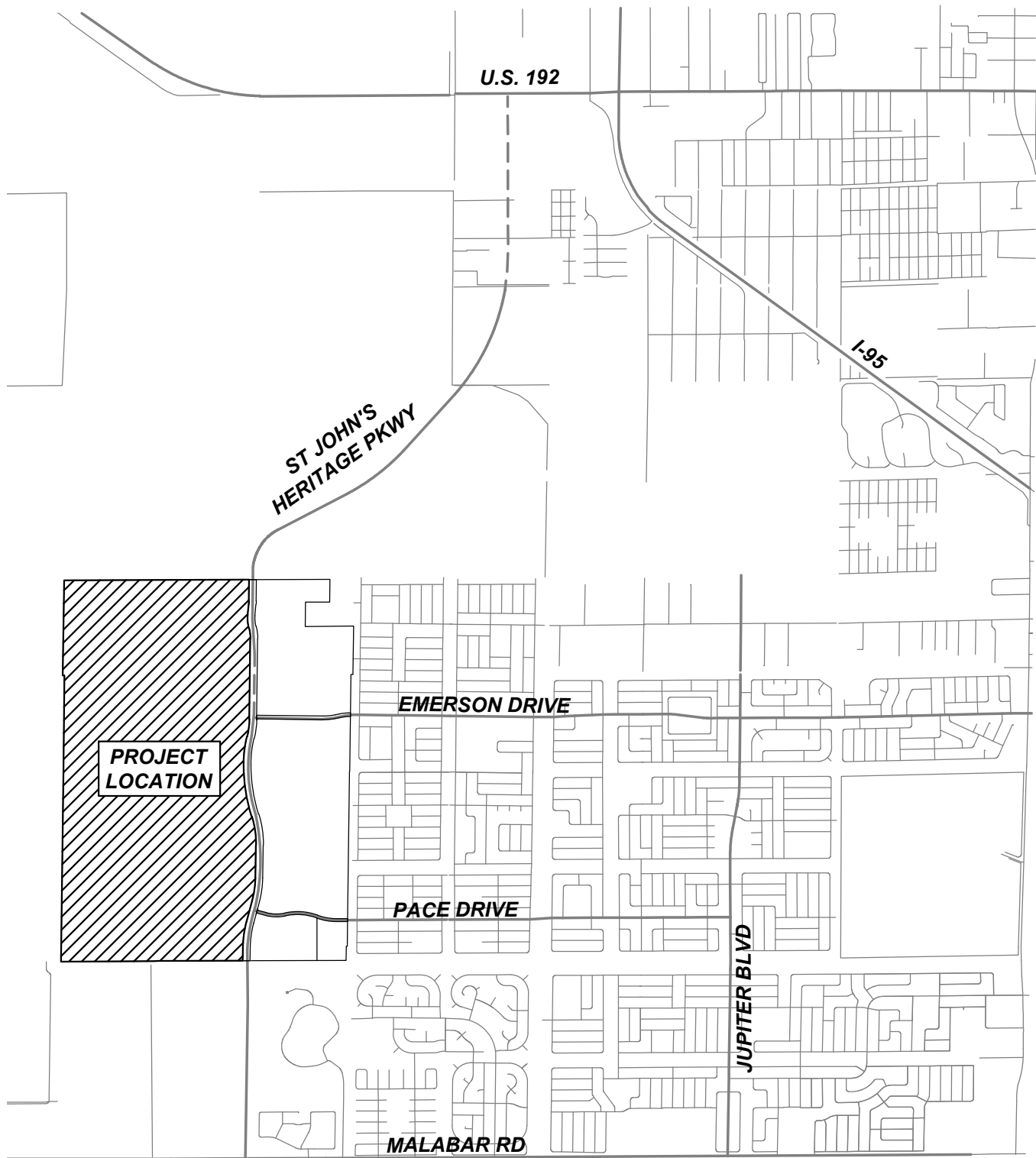
HASSAN A. KAMAL, P.E.  
STATE OF FLORIDA, No. 41951

PROJECT NO.	10860.800
DRAWING NO.	10860800_200_003
SHEET	1 of 1

SYMBOLS SHOWN ARE GRAPHIC IN NATURE; DUE TO SCALE, ALL DESIGN ELEMENTS ARE NOT NECESSARILY SHOWN ON PLAN VIEWS. THE CONTRACTOR SHALL ALSO REFER TO SPECIFICATION AND DETAIL SHEETS AS WELL AS THE COMPLETE PLAN SET.



# **PALM VISTA EVERLANDS WEST** **LOCATION MAP**



## **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

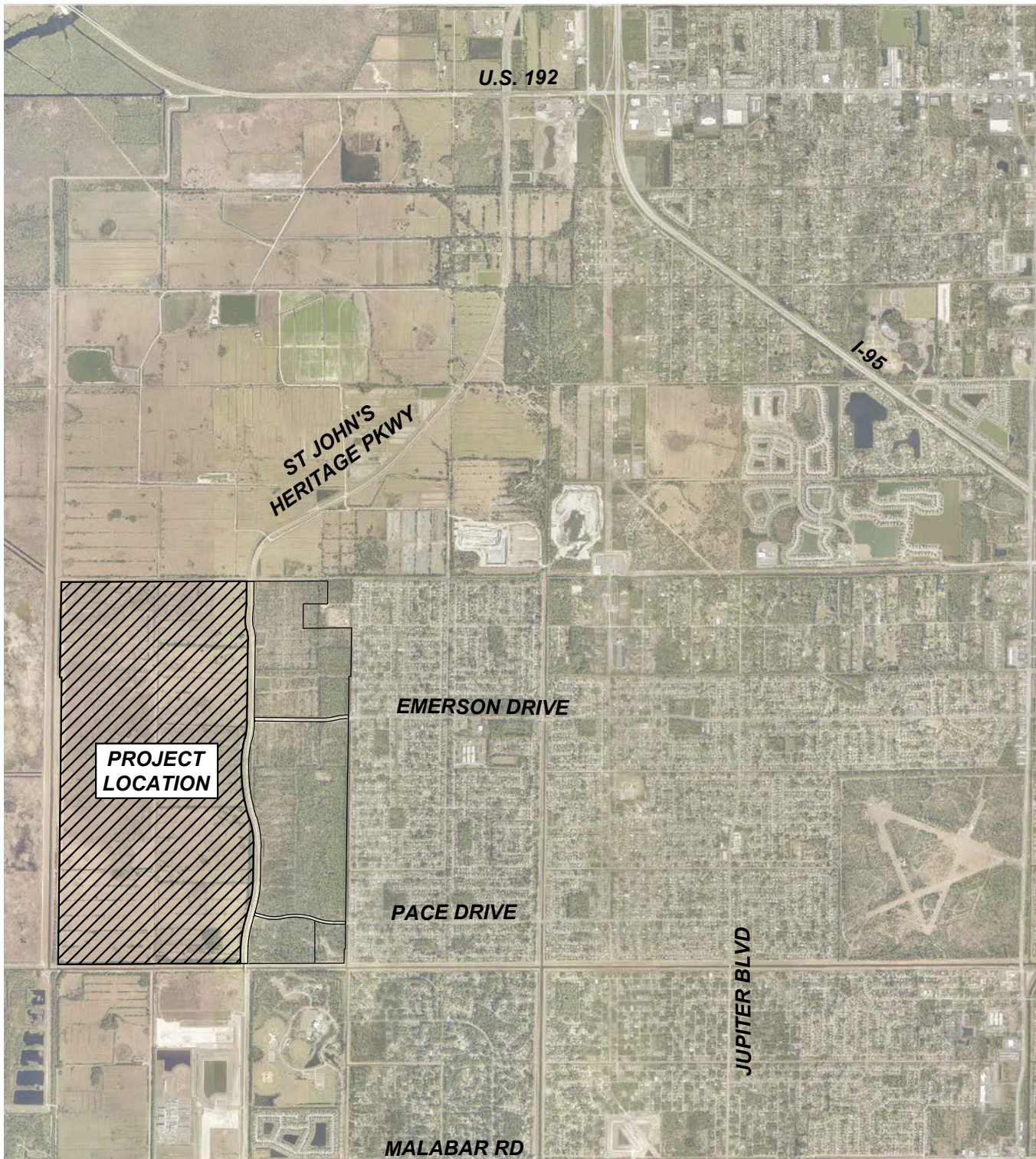
CERTIFICATE OF BUSINESS AUTHORIZATION: 4905

CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

DATE: 02/25/22  
DESIGN/DRAWN: ALS/DRB  
DRAWING# 10860800\_200\_001  
PROJECT# 10860.800  
SHEET 1 OF 1



# PALM VISTA EVERLANDS WEST AERIAL



AERIAL PHOTO PROVIDED BY BREVARD COUNTY PROPERTY APPRAISER 2021



## **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: 02/25/22  
DESIGN/DRAWN: ALS/DRB  
DRAWING# 10860800\_200\_001  
PROJECT# 10860.800  
SHEET 1 OF 1

THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE

DESCRIPTIONS OF 4  
PARCELS OF LAND IN  
SECTIONS 20 & 29,  
TOWNSHIP 28 SOUTH,  
RANGE 36 EAST, BREVARD  
COUNTY, FLORIDA.

THIS IS NOT A BOUNDARY  
SURVEY, NOR IS IT  
INTENDED TO BE USED AS  
ONE.

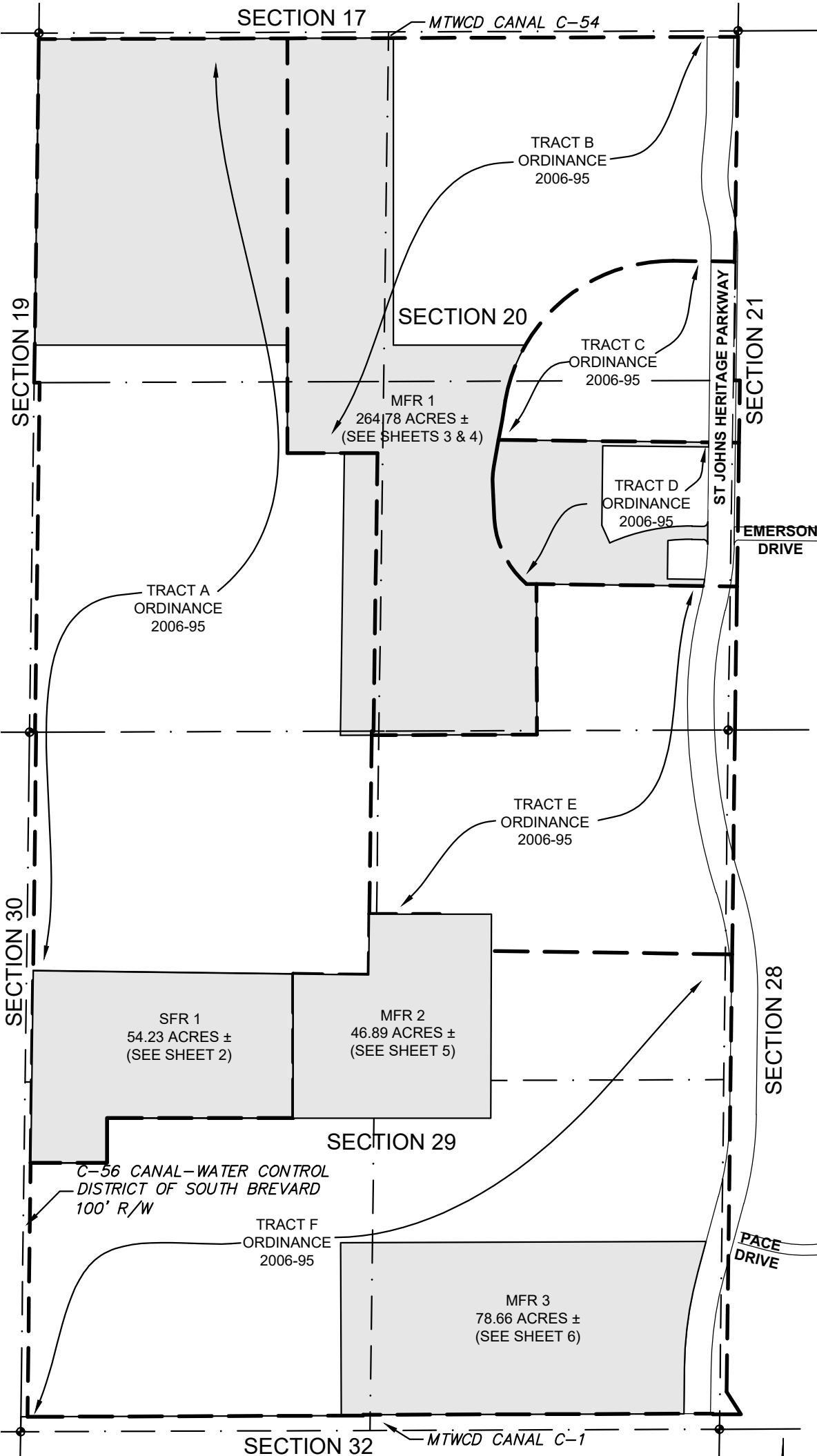
BEARING REFERENCE:  
ASSUMED BEARING OF  
N00°44'07"E ON THE WEST  
LINE OF SECTION 29,  
TOWNSHIP 28 SOUTH,  
RANGE 36 EAST, BREVARD  
COUNTY, FLORIDA

THESE DESCRIPTIONS  
ARE SUBJECT TO  
EASEMENTS,  
RESTRICTIONS,  
RESERVATIONS AND  
RIGHTS-OF-WAY OF  
RECORD.

THESE DESCRIPTIONS  
ARE SUBJECT TO ANY  
FACTS THAT MAY BE  
REVEALED BY A  
COMPLETE AND  
ACCURATE TITLE SEARCH.

THESE DESCRIPTIONS  
ARE 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.

THESE DESCRIPTIONS  
MEET 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.



( IN FEET )

PALM VISTA EVERLANDS  
WEST SIDE FLU & REZONING EXHIBIT



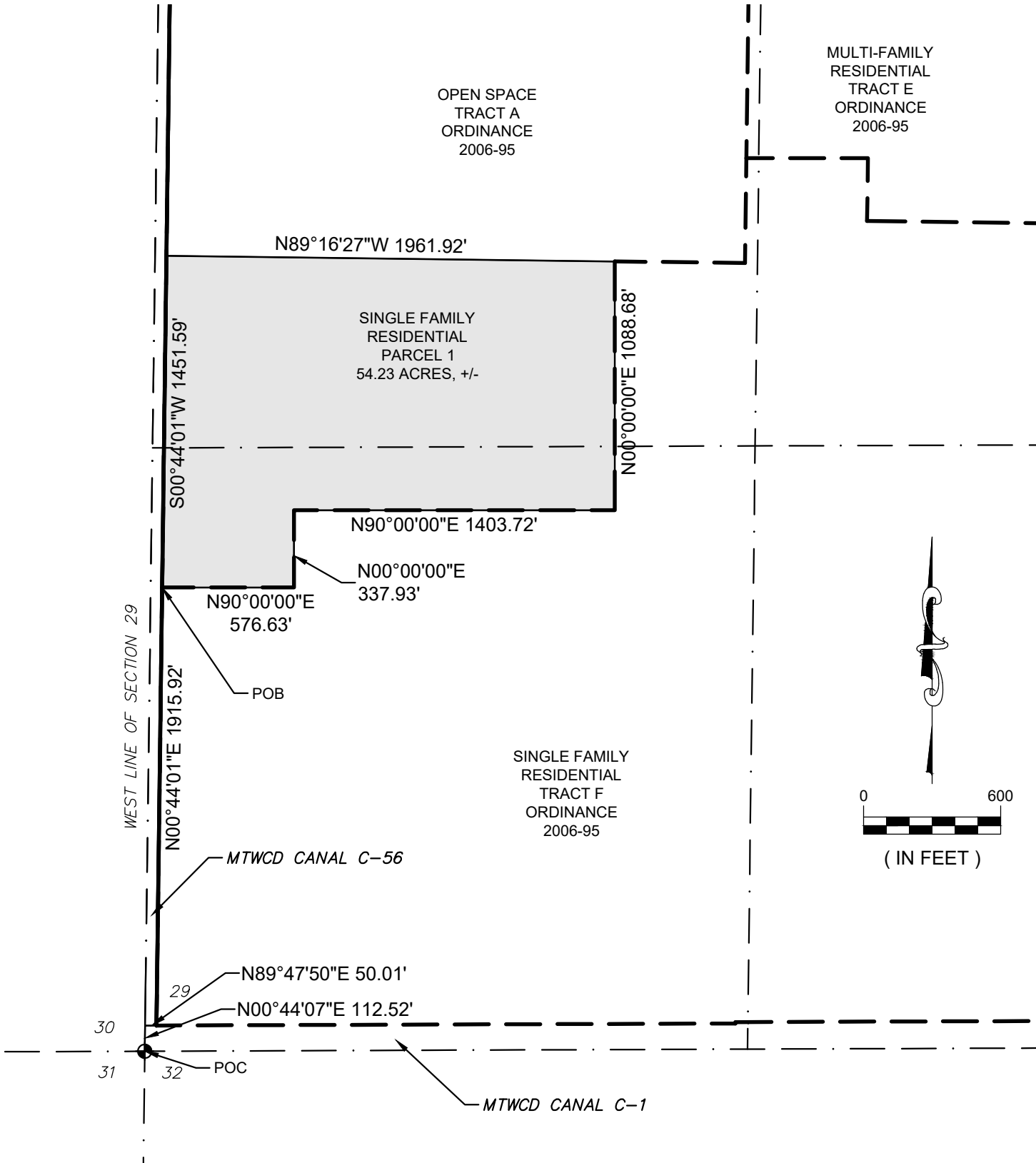
B.S.E. CONSULTANTS, INC.

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

DATE: 03/30/2022  
DESIGN/DRAWN: LEH/DSN  
DRAWING# 10860800\_100\_001  
PROJECT# 10860.800  
SHEET 1 OF 6

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

THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE



DESCRIPTION OF SINGLE FAMILY RESIDENTIAL PARCEL 1

PART OF TRACT A, AS DEFINED IN THAT CERTAIN CITY OF PALM BAY, FLORIDA ORDINANCE NUMBER 2006-95, BEING A PARCEL OF LAND LYING IN SECTION 29, TOWNSHIP 28 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 29 AND RUN N00°44'07"E, ALONG THE WEST LINE OF SAID SECTION 29, A DISTANCE OF 112.52 FEET TO THE NORTH RIGHT-OF-WAY LINE OF MELBOURNE-TILLMAN WATER CONTROL DISTRICT CANAL NO. C-1; THENCE N89°47'50"E, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 50.01 FEET TO THE EAST RIGHT-OF-WAY LINE OF MELBOURNE-TILLMAN WATER CONTROL DISTRICT CANAL NO. C-56; THENCE N00°44'01"E ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 1915.92 FEET TO THE SOUTHWEST CORNER OF SAID TRACT AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE ALONG THE BOUNDARY OF SAID TRACT A THE FOLLOWING 4 (FOUR) COURSES AND DISTANCES: 1) THENCE N90°00'00"E A DISTANCE OF 576.63 FEET; 2) THENCE N00°00'00"E A DISTANCE OF 337.93 FEET; 3) THENCE N90°00'00"E A DISTANCE OF 1403.72 FEET; 4) THENCE N00°00'00"E A DISTANCE OF 1088.68 FEET; THENCE N89°16'27"W A DISTANCE OF 1961.92 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID MELBOURNE-TILLMAN WATER CONTROL DISTRICT CANAL NO. C-56; THENCE S00°44'01"W, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 1451.59 FEET TO THE POINT OF BEGINNING. CONTAINING 54.23 ACRES, MORE OR LESS.

SINGLE FAMILY RESIDENTIAL PARCEL 1

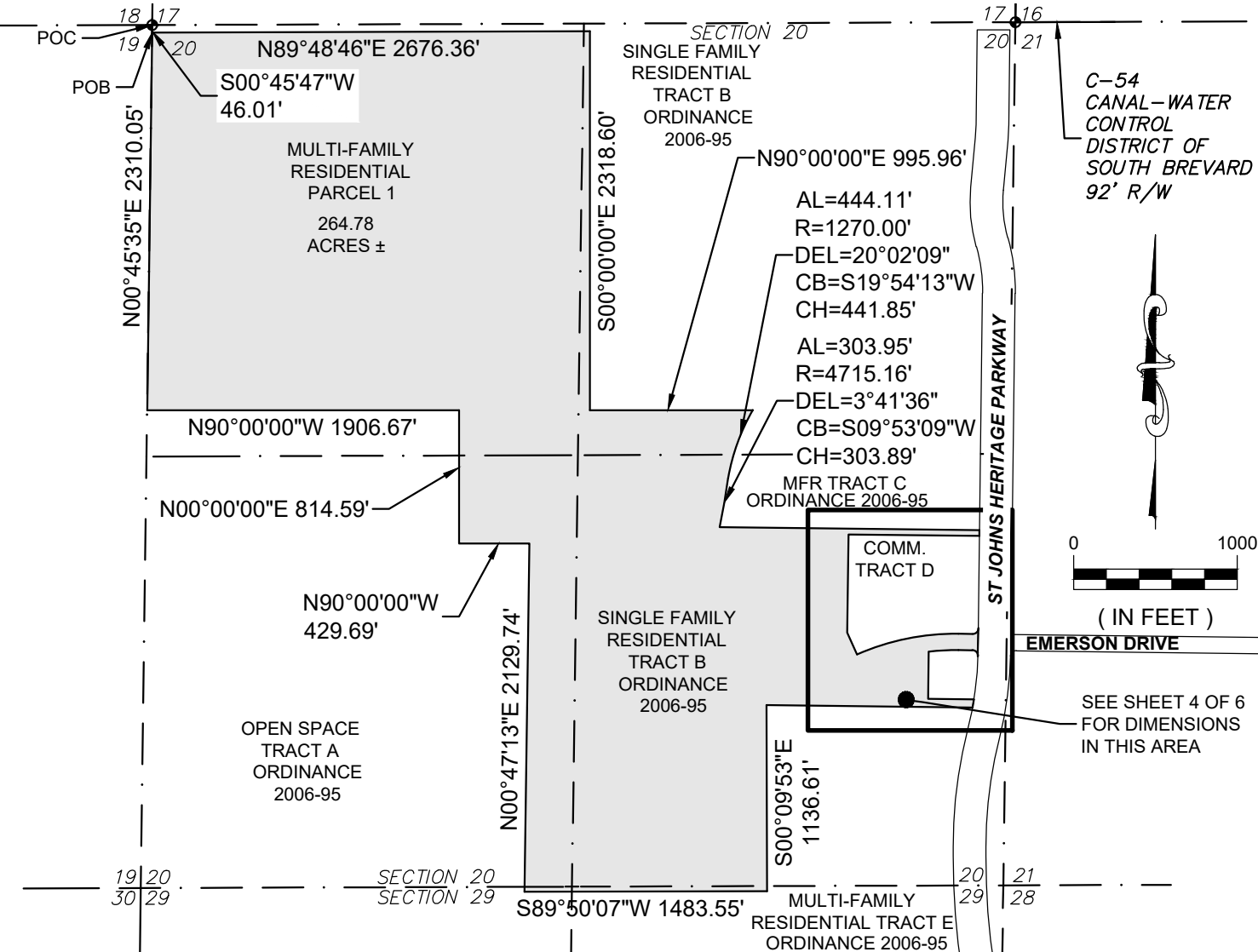


**B.S.E. CONSULTANTS, INC.**  
CONSULTING - ENGINEERING - LAND SURVEYING  
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901  
PHONE: (321) 725-3674 FAX: (321) 723-1159  
CERTIFICATE OF BUSINESS AUTHORIZATION: 4905  
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

DATE: 03/30/2022  
DESIGN/DRAWN: LEH/DSN  
DRAWING# 10860800\_100\_003  
PROJECT# 10860.800  
SHEET 2 OF 6



THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE



DESCRIPTION OF MULTI-FAMILY RESIDENTIAL PARCEL 1

PART OF TRACT A, PART OF TRACT B, PART OF TRACT D AND PART OF TRACT E, AS DEFINED IN THAT CERTAIN CITY OF PALM BAY, FLORIDA ORDINANCE NUMBER 2006-95, BEING A PARCEL OF LAND LYING IN SECTIONS 20 AND 29, TOWNSHIP 28 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 20 AND RUN S00°45'47"W, ALONG THE WEST LINE OF SAID SECTION 20 A DISTANCE OF 46.01 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF MELBOURNE-TILLMAN WATER CONTROL DISTRICT CANAL NO. C-54 AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE N89°48'46"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 2676.36 FEET; THENCE S00°00'00"E A DISTANCE OF 2318.60 FEET; THENCE N90°00'00"E A DISTANCE OF 995.96 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 1270.00 FEET, A CENTRAL ANGLE OF 20°02'09", A CHORD BEARING OF S19°54'13"W AND A CHORD LENGTH OF 441.85 FEET), A DISTANCE OF 444.11 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 4715.16 FEET, A CENTRAL ANGLE OF 03°41'36", A CHORD BEARING OF S09°53'09"W AND A CHORD LENGTH OF 303.89 FEET), A DISTANCE OF 303.95 FEET TO INTERSECTION WITH A NON-TANGENT LINE TO THE EAST; THENCE S89°19'54"E, ALONG SAID NON-TANGENT LINE, A DISTANCE OF 1587.85 FEET TO THE WEST RIGHT-OF-WAY LINE OF ST JOHNS HERITAGE PARKWAY; THENCE S00°42'13"W, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 34.94 FEET; THENCE N89°19'54"W A DISTANCE OF 800.00 FEET; THENCE S00°42'13"W 600.00 FEET; THENCE S23°43'01"E A DISTANCE OF 146.92 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 1500.00 FEET, A CENTRAL ANGLE OF 24°23'07", A CHORD BEARING OF N78°28'32"E AND A CHORD LENGTH OF 633.60 FEET), A DISTANCE OF 638.41 FEET; THENCE S89°19'54"E A DISTANCE OF 85.05 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE LONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 89°57'53", A CHORD BEARING OF N45°41'10"E AND A CHORD LENGTH OF 49.48 FEET), A DISTANCE OF 54.96 FEET TO A CUSP OF CURVE AND THE WEST RIGHT-OF-WAY LINE OF SAID ST JOHNS HERITAGE PARKWAY; THENCE S00°42'13"W, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 149.96 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE ALONG ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 2000.00 FEET, A CENTRAL ANGLE OF 00°35'04", A CHORD BEARING OF S00°59'45"W AND A CHORD LENGTH OF 20.40 FEET), A DISTANCE OF 20.40 FEET TO A CUSP OF CURVE; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 90°37'01", A CHORD BEARING OF N44°01'24"W AND A CHORD LENGTH OF 49.76 FEET), A DISTANCE OF 55.35 FEET; THENCE N89°19'54"W A DISTANCE OF 84.85 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE TO LEFT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 1400.00 FEET, A CENTRAL ANGLE OF 07°23'19", A CHORD BEARING OF S86°58'26"W AND A CHORD LENGTH OF 180.41 FEET), A DISTANCE OF 180.54 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE TO THE SOUTH; THENCE S00°42'13"W, ALONG SAID NON-TANGENT LINE, A DISTANCE OF 288.38 FEET; THENCE S89°19'54"E A DISTANCE OF 279.60 FEET TO A NON-TANGENT INTERSECTION WITH THE CURVED WEST RIGHT-OF-WAY LINE OF SAID ST JOHNS HERITAGE PARKWAY; THENCE ALONG THE ARC OF SAID CURVED RIGHT-OF-WAY LINE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 2000.00 FEET, A CENTRAL ANGLE OF 01°27'07", A CHORD BEARING OF S09°37'23"W, AND A CHORD LENGTH OF 50.68 FEET), A DISTANCE OF 50.68 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE TO THE NORTHWEST; THENCE N89°19'54"W, ALONG SAID NON-TANGENT LINE, A DISTANCE OF 1259.18 FEET; THENCE S00°09'53"E A DISTANCE OF 1136.61 FEET; THENCE S89°50'07"W A DISTANCE OF 1483.55 FEET; THENCE N00°47'13"E A DISTANCE OF 2129.74 FEET; THENCE N90°00'00"W A DISTANCE OF 429.69 FEET; THENCE N00°00'00"E A DISTANCE OF 814.59 FEET; THENCE N90°00'00"W A DISTANCE OF 1906.67 FEET TO THE WEST LINE OF SAID SECTION 20; THENCE N00°45'35"E, ALONG THE WEST LINE OF SAID SECTION 20, A DISTANCE OF 2310.05 FEET TO THE POINT OF BEGINNING. CONTAINING 264.78 ACRES MORE OR LESS.

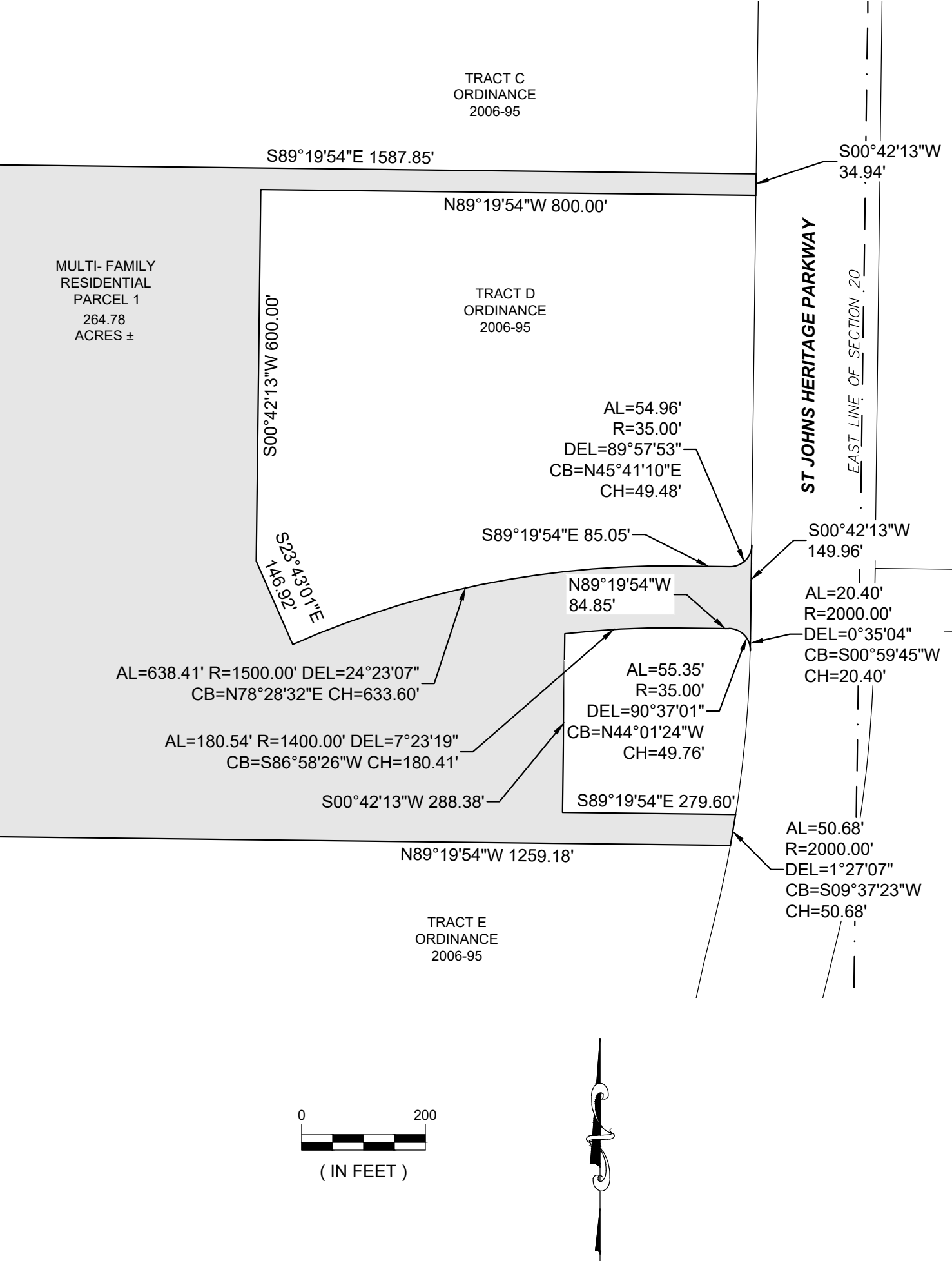
MULTI-FAMILY RESIDENTIAL PARCEL 1



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DATE: 03/30/2022  
DESIGN/DRAWN: LEH/DSN  
DRAWING# 10860800\_100\_005  
PROJECT# 10860.800  
SHEET 3 OF 6

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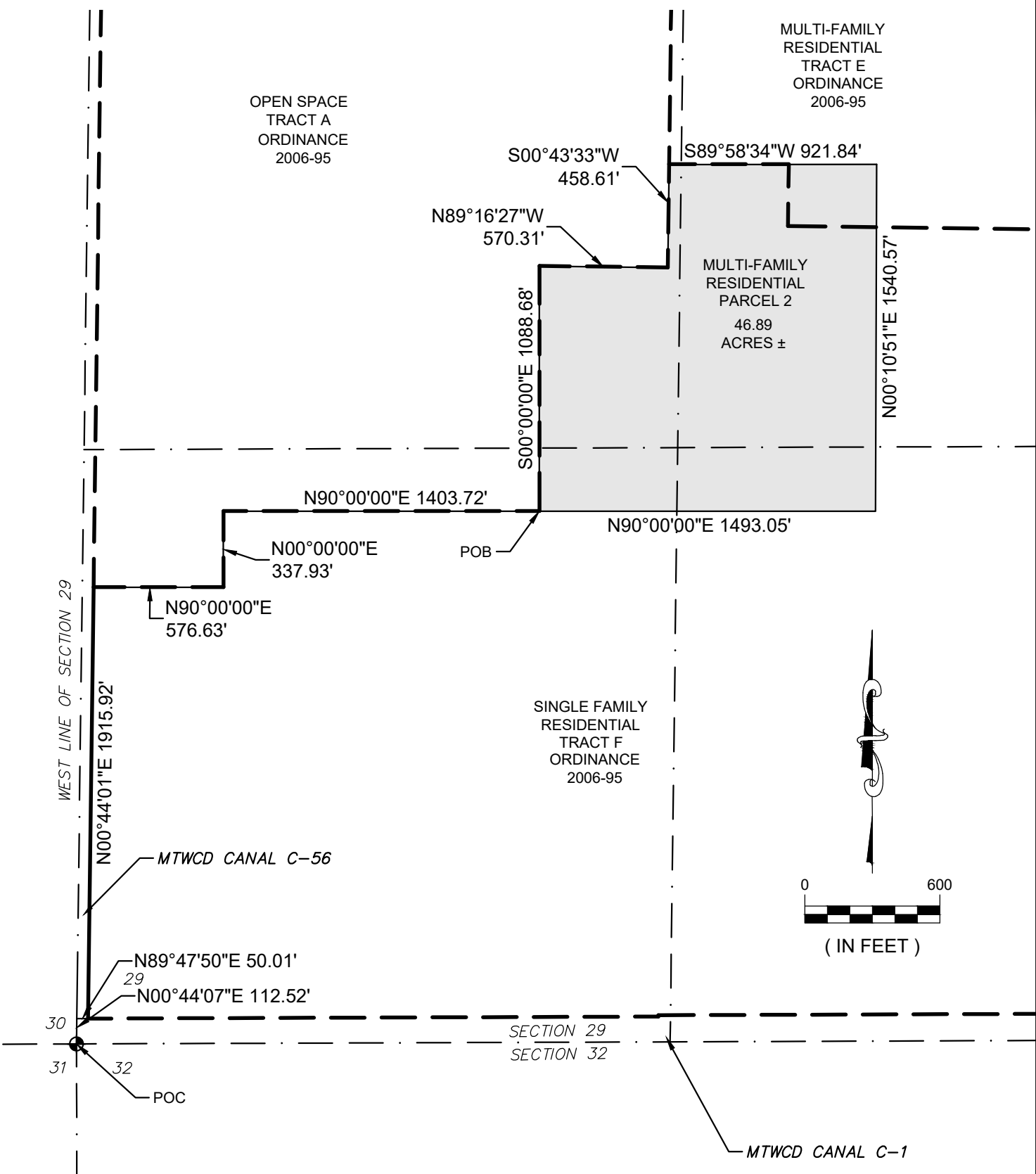
MULTI-FAMILY RESIDENTIAL PARCEL 1



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SHEET 4 OF 6

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DESCRIPTION OF MULTI-FAMILY PARCEL 2

PART OF TRACT E AND PART OF TRACT F, AS DEFINED IN THAT CERTAIN CITY OF PALM BAY, FLORIDA ORDINANCE NUMBER 2006-95, BEING A PARCEL OF LAND LYING IN SECTION 29, TOWNSHIP 28 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 29 AND RUN N00°44'07"E, ALONG THE WEST LINE OF SAID SECTION 29, A DISTANCE OF 112.52 FEET TO THE NORTH RIGHT-OF-WAY LINE OF MELBOURNE-TILLMAN WATER CONTROL DISTRICT CANAL NO. C-1; THENCE N89°47'50"E, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 50.01 FEET TO THE EAST RIGHT-OF-WAY LINE OF MELBOURNE-TILLMAN WATER CONTROL DISTRICT CANAL NO. C-56; THENCE N00°44'01"E ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 1915.92 FEET TO THE SOUTHWEST CORNER OF TRACT A, AS DEFINED IN SAID ORDINANCE NUMBER 2006-95; THENCE N90°00'00"E, ALONG THE BOUNDARY OF SAID TRACT A, A DISTANCE OF 576.63 FEET; THENCE CONTINUE ALONG THE BOUNDARY OF SAID TRACT A, THE FOLLOWING 4 (FOUR) COURSES AND DISTANCES; 1) THENCE N00°00'00"E A DISTANCE OF 337.93 FEET; 2) THENCE N90°00'00"E A DISTANCE OF 1403.72 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N90°00'00"E A DISTANCE OF 1493.05 FEET; THENCE N00°10'51"E A DISTANCE OF 1540.57 FEET; THENCE S89°58'34"W A DISTANCE OF 921.84 FEET TO THE BOUNDARY OF SAID TRACT A; THENCE ALONG THE BOUNDARY OF SAID TRACT A, THE FOLLOWING 3 (THREE) COURSES AND DISTANCES; 1) THENCE S00°43'33"W A DISTANCE OF 458.61 FEET; 2) THENCE N89°16'27"W A DISTANCE OF 570.31 FEET; 3) THENCE S00°00'00"E A DISTANCE OF 1088.68 FEET TO THE POINT OF BEGINNING. CONTAINING 46.89 ACRES MORE OR LESS.

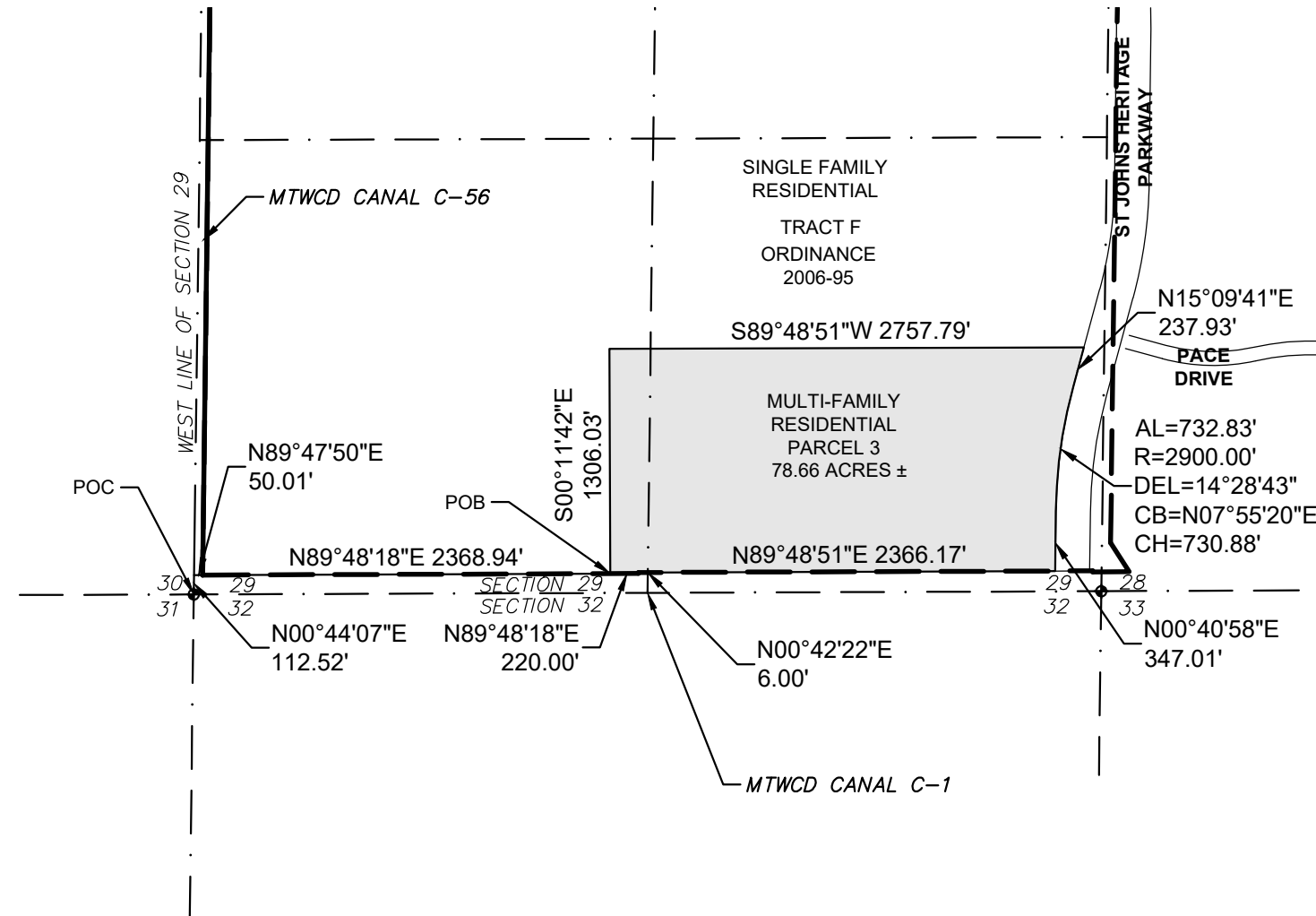
MULTI-FAMILY PARCEL 2



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PROJECT# 10860.800  
SHEET 5 OF 6

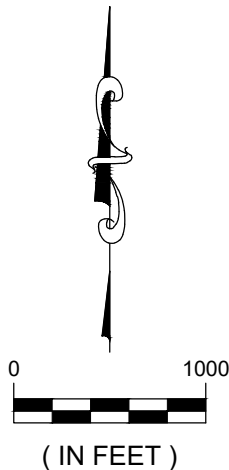
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DESCRIPTION OF MULTI-FAMILY PARCEL 3

PART OF TRACT F, AS DEFINED IN THAT CERTAIN CITY OF PALM BAY, FLORIDA ORDINANCE NUMBER 2006-95, BEING A PARCEL OF LAND LYING IN SECTION 29, TOWNSHIP 28 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 29 AND RUN N00°44'07"E, ALONG THE WEST LINE OF SAID SECTION 29, A DISTANCE OF 112.52 FEET TO THE NORTH RIGHT-OF-WAY LINE OF MELBOURNE-TILLMAN WATER CONTROL DISTRICT CANAL NO. C-1; THENCE N89°47'50"E A DISTANCE OF 50.01 FEET TO THE EAST RIGHT-OF-WAY LINE OF MELBOURNE-TILLMAN WATER CONTROL DISTRICT CANAL NO. C-56; THENCE N89°48'18"E ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID MELBOURNE-TILLMAN WATER CONTROL DISTRICT CANAL NO. C-1, A DISTANCE OF 2368.94 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE ALONG SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING 3 (THREE) COURSES AND DISTANCES; 1) THENCE N89°48'18"E A DISTANCE OF 220.00 FEET; 2) THENCE N00°42'22"E A DISTANCE OF 6.00 FEET; 3) THENCE N89°48'51"E A DISTANCE OF 2366.1 TO THE WEST RIGHT-OF-WAY LINE OF ST JOHNS HERITAGE PARKWAY; THENCE N00°40'58"E, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 347.01 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE AND CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 2900.00 FEET, A CENTRAL ANGLE OF 14°28'43", A CHORD BEARING OF N07°55'20"E AND A CHORD LENGTH OF 730.88 FEET), A DISTANCE OF 732.83 FEET TO THE END OF SAID CURVE; THENCE N15°09'41"E, CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 237.93 FEET; THENCE S89°48'51"W A DISTANCE OF 2757.79 FEET; THENCE S00°11'42"E A DISTANCE OF 1306.03 FEET TO THE POINT OF BEGINNING. CONTAINING 78.66 ACRES, MORE OR LESS.



MULTI-FAMILY PARCEL 3



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PROJECT# 10860.800  
SHEET 6 OF 6



**PALM VISTA MEDLEY AT EVERLANDS WEST**  
**B.S.E. FILE # 10860.800**

**TRAFFIC STATEMENT**

The Palm Vista Medley Everlands total project consists of up to 4,000 residential units including single family townhomes, paired villas, and multi-family townhome units.

Average daily trip generation for this eastern phase is presented below. Peak hour analysis, capture rate, distribution and detailed trip generation to the broader street network will be submitted at development stages of the approval process.

The mix of unit types for this phase is projected as:

<b>Non-Age Restricted</b>	<b>Age Restricted</b>
± 364 Single Family	± 995 Single Family
± 168 (4-Unit to 6-Unit Townhomes)	± 98 (4-Unit to 6-Unit Townhomes)
± 102 Paired Villas	± 368 Paired Villas
	± 318 Multi-Family Condo
<b>± 634 units Total</b>	<b>± 1,779 units Total</b>

Using typical Institute of Transportation Engineers (ITE) trip generation rates, total daily trips generated for the life of this phase of the project are:

<b>Non-Age Restricted</b>			
<b>Product Type / Land Use Code</b>	<b>Number of Units (x)</b>	<b>Trips Rate / Equation</b>	<b>Number of Trips (T)</b>
Single Family (210)	± 364	$\text{Ln}(T) = 0.92\text{Ln}(x) + 2.68$	3,312
4-Unit to 6-Unit Townhomes (220)	± 168	$T = 6.41(x) + 75.31$	1,152
Paired Villas (215)	± 102	$T = 7.62(x) - 50.48$	723
<b>Non-Age Restricted Totals</b>	<b>± 634 units</b>		<b>5,187 trips</b>

<b>Age Restricted</b>			
<b>Product Type / Land Use Code</b>	<b>Number of Units (x)</b>	<b>Trips Rate / Equation</b>	<b>Number of Trips (T)</b>
Single Family (210)	± 995	$\text{Ln}(T) = 0.85\text{Ln}(x) + 2.47$	4,177
4-Unit to 6-Unit Townhomes (252)	± 98	$T = 2.89(x) + 24.80$	308
Paired Villas (252)	± 368	$T = 2.89(x) + 24.81$	1,088
Multi-Family Condo (252)	± 318	$T = 2.89(x) + 24.82$	944
<b>Age Restricted Totals</b>	<b>± 1,779 units</b>		<b>6,517 trips</b>

At some point of development, traffic improvements will be made to accommodate the growth of this area along with Palm Vista Medley Everlands.

# School Board of Brevard County

2700 Judge Fran Jamieson Way • Viera, FL 32940-6699  
Dr. Mark W. Mullins, Ed.D., Superintendent



July 12, 2022

Mr. Steven White  
Principal Planner  
City of Palm Bay  
Growth Management Department  
120 Malabar Road SE  
Palm Bay, Florida 32907

**RE: Proposed Palm Vista Everlands-West Development  
School Impact Analysis – Capacity Determination CD-2022-35**

Dear Mr. Steven White,

We received a completed *School Facility Planning & Concurrency Application* for the referenced development. The subject property is Tax Account number 2802937 (Parcel ID number: 28-36-20-00-1), Tax Account number 2811406 (Parcel ID number: 28-36-28-00-1) and Tax Account number 2811407 (Parcel ID number: 28-36-29-00-1) containing a total of approximately 1157.37 acres in the City of Palm Bay, Florida. The proposed development includes 634 single-family homes (364 single-family, 168 townhome units, 102 paired villas). The School Impact Analysis of this proposed development has been undertaken and the following information is provided for your use.

The calculations used to analyze the prospective student impact are consistent with the methodology outlined in Section 13.2 and Amended Appendix "A"-School District Student Generation Multiplier (approved April 11, 2022) of the *Interlocal Agreement for Public School Facility Planning & School Concurrency (ILA-2014)*. The following capacity analysis is performed using capacities/projected students as shown in years 2022-23 to 2026-27 of the *Brevard County Public Schools Financially Feasible Plan for School Years 2021-22 to 2026-27* which is attached for reference.

Single Family Homes	634		
Students Generated	Student Generation Rates	Calculated Students Generated	Rounded Number of Students Generated
Elementary	0.24	152.16	152
Middle	0.07	44.38	44
High	0.12	76.08	76
<b>Total</b>	<b>0.43</b>		<b>272</b>

Planning & Project Management  
Facilities Services  
Phone: (321) 633-1000 x11418 • FAX: (321) 633-4646



An Equal Opportunity Employer

**FISH Capacity (including relocatable classrooms) from the  
Financially Feasible Plan (FFP) Data and Analysis for School Years 2022-23 to  
2026-27**

School	2022-23	2023-24	2024-25	2025-26	2026-27
Discovery	980	980	980	980	980
Central	1,514	1,514	1,514	1,514	1,514
Heritage	2,314	2,314	2,314	2,314	2,314

**Projected Student Membership**

School	2022-23	2023-24	2024-25	2025-26	2026-27
Discovery	644	639	633	608	611
Central	1,171	1,217	1,238	1,319	1,360
Heritage	2,038	2,149	2,193	2,179	2,248

**Students Generated by Newly Issued SCADL Reservations Since FFP**

School	2022-23	2023-24	2024-25	2025-26	2026-27
Discovery	-	-	-	-	-
Central	-	12	24	36	42
Heritage	-	24	48	72	84

**Cumulative Students Generated by  
Proposed Development**

School	2022-23	2023-24	2024-25	2025-26	2026-27
Discovery	-	-	56	104	152
Central	-	-	16	30	44
Heritage	-	-	28	52	76

**Total Projected Student Membership (includes  
Cumulative Impact of Proposed Development)**

School	2022-23	2023-24	2024-25	2025-26	2026-27
Discovery	644	639	689	712	763
Central	1,171	1,229	1,278	1,385	1,446
Heritage	2,038	2,173	2,269	2,303	2,408

**Projected Available Capacity =  
FISH Capacity - Total Projected Student Membership**

School	2022-23	2023-24	2024-25	2025-26	2026-27
Discovery	336	341	291	268	217
Central	343	285	236	129	68
Heritage	276	141	45	11	(94)

At this time, Discovery Elementary School and Central Middle School are projected to have enough capacity for the total of projected and potential students from the Palm Vista Everlands-West development; however, Heritage High is not projected to have enough capacity for the total of projected students from the Palm Vista Everlands-West development. Because there is a shortfall of available capacity in the concurrency service

area, the capacity of adjacent concurrency service areas must be considered. The adjacent high school concurrency service areas are Melbourne High School, Palm Bay Magnet Senior High School, and Bayside Senior High School. A table of capacities of the Adjacent Schools Concurrency Service Areas that could accommodate the impacts of the Palm Vista Everlands-West development is shown below:

**FISH Capacity (including relocatable classrooms) from the  
Financially Feasible Plan (FFP) Data and Analysis for School Years 2022-23 to  
2026-27**

School	2022-23	2023-24	2024-25	2025-26	2026-27
Melbourne	2,370	2,370	2,370	2,370	2,370
Palm Bay	2,631	2,631	2,631	2,631	2,631
Bayside	2,263	2,263	2,263	2,263	2,263

**Projected Student Membership**

School	2022-23	2023-24	2024-25	2025-26	2026-27
Melbourne	2,208	2,201	2,200	2,151	2,185
Palm Bay	1,325	1,467	1,573	1,645	1,643
Bayside	1,728	1,850	1,942	2,002	2,069

**Students Generated by Newly Issued SCADL Reservations Since FFP**

School	2022-23	2023-24	2024-25	2025-26	2026-27
Melbourne	20	32	43	43	43
Palm Bay	-	-	-	-	-
Bayside	29	29	29	29	29

**Cumulative Students Generated by  
Proposed Development**

School	2022-23	2023-24	2024-25	2025-26	2026-27
Melbourne	-	-	28	52	76
Palm Bay	-	-	28	52	76
Bayside	-	-	28	52	76

**Total Projected Student Membership (includes  
Cumulative Impact of Proposed Development)**

School	2022-23	2023-24	2024-25	2025-26	2026-27
Melbourne	2,228	2,233	2,271	2,246	2,304
Palm Bay	1,325	1,467	1,601	1,697	1,719
Bayside	1,757	1,879	1,999	2,083	2,174

**Projected Available Capacity =  
FISH Capacity - Total Projected Student Membership**

School	2022-23	2023-24	2024-25	2025-26	2026-27
Melbourne	142	137	99	124	66
Palm Bay	1,306	1,164	1,030	934	912
Bayside	506	384	264	180	89

Considering the adjacent high school concurrency service areas, there is sufficient capacity for the total projected student membership to accommodate the Palm Vista Everlands-West development.

This is a **non-binding** review; a *Concurrency Determination* must be performed by the School District prior to a Final Development Order and the issuance of a Concurrency Evaluation Finding of Nondeficiency by the Local Government.

We appreciate the opportunity to review this proposed project. Please let us know if you require additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read 'K. Black', with a stylized, flowing script.

Karen M. Black, AICP  
Manager – Facilities Planning & Intergovernmental Coordination  
Planning & Project Management, Facilities Services

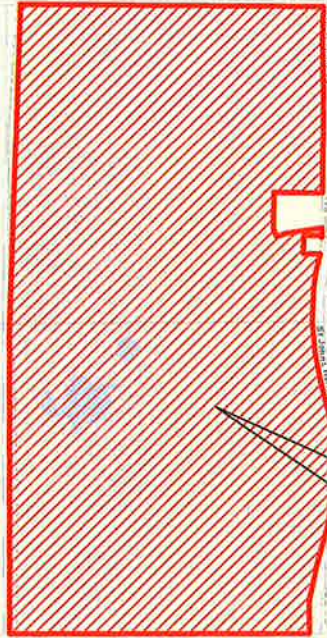
Enclosure: *Brevard County Public Schools Financially Feasible Plan for School Years 2021-22 to 2026-27*

Copy: Susan Hann, AICP, Assistant Superintendent of Facility Services  
File CD-2022-35

David G. Lindemann, AICP, Director of Planning & Project  
Management, Facilities Services  
File CD-2022-35



# Palm Vista Everlands-West Location Map



**Palm Vista Everlands-West  
CD-2022-35  
634 Single-Family Units**

**DISCOVERY ELEMENTARY**

**HERITAGE HIGH**

**Palm Bay**

**Schools Affected by Development:**  
Discovery Elementary School  
Central Middle School  
Heritage High School

Drawn By:  
Planning & Project Management  
Karen M. Black  
07/12/2022





# Brevard County Public Schools



## Financially Feasible Plan To Maintain Utilization Rates Lower than the 100% Level of Service Data and Analysis for School Years 2021-22 to 2026-27

Summary		2021-22		2022-23		2023-24		2024-25		2025-26		2026-27					
Highest Utilization Elementary Schools:		88%	84%	89%	84%	95%	89%	98%	92%	97%	96%	98%					
Highest Utilization Middle Schools:		88%	87%	89%	84%	90%	84%	90%	84%	92%	90%	96%					
Highest Utilization Jr / Sr High Schools:		84%	85%	84%	84%	82%	82%	82%	79%	79%	78%	78%					
Highest Utilization High Schools:		101%	100%	100%	100%	99%	99%	95%	94%	94%	97%	97%					
School	Type	Grades	Utilization Factor	School Year 2021-22		School Year 2022-23		School Year 2023-24		School Year 2024-25		School Year 2025-26		School Year 2026-27			
				FISH Capacity	10/15/21 Member-ship	Future FISH Capacity	Student Projection	Total Capacity	Utilization	Future FISH Capacity	Student Projection	Total Capacity	Utilization	Future FISH Capacity	Student Projection	Total Capacity	Utilization
Elementary School Concurrency Service Areas																	
Allen	Elementary	PK-6	100%	751	630	751	632	694	92%	751	739	773	752	773	738	738	95%
Anderson	Elementary	K-6	100%	884	592	884	591	597	67%	884	589	884	565	884	554	884	63%
Apollo	Elementary	K-6	100%	902	782	902	783	87%	84%	902	761	902	739	902	729	902	81%
Atlantis	Elementary	PK-6	100%	739	629	739	630	616	83%	739	600	739	592	739	576	739	78%
Audubon	Elementary	PK-6	100%	761	464	761	464	61%	60%	761	438	761	427	761	440	761	58%
Cambridge	Elementary	PK-6	100%	765	506	765	506	66%	67%	765	510	765	485	765	480	765	63%
Cape View	Elementary	PK-6	100%	570	278	570	285	287	50%	570	281	570	286	570	284	570	50%
Carroll	Elementary	K-6	100%	751	614	751	619	605	81%	751	613	751	600	751	593	751	79%
Challenger 7	Elementary	PK-6	100%	573	506	573	508	476	83%	573	449	573	437	573	414	573	76%
Columbia	Elementary	PK-6	100%	751	482	751	484	546	73%	751	568	751	569	751	602	751	76%
Coquina	Elementary	K-6	100%	711	534	711	531	557	78%	711	572	711	596	711	602	711	84%
Creef	Elementary	PK-6	100%	1,114	717	1,114	762	812	73%	1,114	847	1,114	877	1,114	922	83%	85%
Croton	Elementary	PK-6	100%	795	487	795	488	61%	67%	795	559	795	586	795	604	795	74%
Discovery	Elementary	PK-6	100%	980	615	980	644	639	65%	980	633	980	608	980	611	980	62%
Endeavour	Elementary	PK-6	100%	968	607	968	608	668	69%	968	627	968	627	968	640	968	66%
Enterprise	Elementary	K-6	100%	729	605	729	608	587	81%	729	561	729	529	729	513	729	70%
Fairglenn	Elementary	PK-6	100%	789	581	789	580	597	76%	789	626	789	626	789	639	789	81%
Gemini	Elementary	K-6	100%	711	427	711	442	440	62%	711	420	711	420	711	409	711	58%
Golfview	Elementary	PK-6	100%	777	454	777	454	467	60%	777	513	777	513	777	521	777	67%
Harbor City	Elementary	PK-6	100%	629	359	629	357	386	61%	629	399	629	400	629	411	629	64%
Holland	Elementary	PK-6	100%	605	444	605	465	471	78%	605	473	605	472	605	477	605	79%
Imperial Estates	Elementary	K-6	100%	729	624	729	622	626	86%	729	619	729	620	729	645	729	85%
Indialantic	Elementary	PK-6	100%	798	671	798	668	658	82%	798	646	798	620	798	622	798	78%
Jupiter	Elementary	PK-6	100%	930	724	930	721	817	88%	930	857	930	854	930	920	930	97%
Lockmar	Elementary	PK-6	100%	892	632	892	631	594	67%	892	578	892	559	892	553	892	62%
Longleaf	Elementary	PK-6	100%	790	594	790	584	74%	74%	790	565	790	565	790	551	790	70%
Manatee	Elementary	K-6	100%	998	843	998	855	85%	82%	998	793	998	765	998	750	998	75%
McAuliffe	Elementary	PK-6	100%	918	634	918	633	694	68%	918	583	918	576	918	585	918	62%
Meadowlane Intermediate	Elementary	3-6	100%	1,114	832	1,114	832	902	81%	1,114	920	1,114	950	1,114	950	85%	85%
Meadowlane Primary	Elementary	K-6	100%	824	678	824	678	731	89%	824	725	824	734	824	731	824	89%
Mila	Elementary	PK-6	100%	707	438	707	432	430	61%	707	444	707	417	707	416	707	59%
Mims	Elementary	PK-6	100%	725	431	725	442	433	60%	725	452	725	452	725	446	725	62%
Oak Park	Elementary	PK-6	100%	968	581	968	583	554	57%	968	510	968	508	968	523	968	54%
Ocean Breeze	Elementary	PK-6	100%	654	538	654	543	524	80%	654	484	654	484	654	472	654	72%
Palm Bay Elem	Elementary	PK-6	100%	983	547	983	567	58%	58%	983	570	983	602	983	622	983	63%
Pinewood	Elementary	PK-6	100%	569	496	569	500	517	91%	569	524	569	526	569	532	569	93%
Port Malabar	Elementary	PK-6	100%	852	636	852	636	630	74%	852	636	852	645	852	632	852	74%
Quest	Elementary	PK-6	100%	1,152	673	1,152	673	694	60%	1,152	722	1,152	734	1,152	728	1,152	63%
Riviera	Elementary	PK-6	100%	777	624	777	631	681	88%	777	709	777	722	777	750	777	97%
Roosevelt	Elementary	K-6	100%	599	283	599	281	281	40%	599	202	599	202	599	190	599	32%
Sabal	Elementary	PK-6	100%	785	516	785	507	516	66%	785	523	785	515	785	530	785	68%
Salt	Elementary	PK-6	100%	976	678	976	679	731	75%	976	772	976	822	976	810	976	83%
Saturn	Elementary	PK-6	100%	461	299	461	317	324	70%	461	330	461	330	461	331	461	72%
Sea Park	Elementary	PK-6	100%	609	428	609	429	429	70%	609	442	609	442	609	441	609	72%
Shenwood	Elementary	PK-6	100%	913	691	913	690	76%	81%	913	929	913	929	1,067	1,061	913	99%
Sunrise	Elementary	PK-6	100%	755	595	755	595	584	77%	755	555	755	545	755	523	755	69%
Sunrise	Elementary	K-6	100%	541	408	541	407	372	69%	541	345	541	336	541	329	541	61%
Surfside	Elementary	PK-6	100%	910	641	910	642	71%	70%	910	614	910	597	910	609	910	67%
Tropical	Elementary	K-6	100%	874	579	874	576	66%	71%	874	642	874	659	874	694	874	79%
Turner	Elementary	PK-6	100%	811	466	811	464	496	61%	811	554	811	622	811	657	811	81%
University Park	Elementary	PK-6	100%	1,030	585	1,030	585	57%	57%	1,030	825	1,030	825	1,030	902	1,030	88%
Viera Elem	Elementary	K-6	100%	857	728	857	761	815	95%	857	855	857	872	857	923	857	97%
Westside	Elementary	K-6	100%	715	494	715	493	493	68%	715	452	715	452	715	452	715	61%
Williams	Elementary	PK-6	100%	42,471	29,890	42,471	30,184	30,745	68%	42,515	31,024	42,625	31,190	42,735	31,547	42,735	68%





**PALM VISTA WEST AT EVERLANDS**  
**B.S.E. FILE # 10860.800**

**PROJECT NARRATIVE**

**History**

Palm Vista West at Everlands, a planned unit development consisting of  $\pm$  1,198.17 acres was originally approved in 2005 by the City of Palm Bay. It was zoned GU, General Use - Brevard County with a land use designation of agricultural. The City approved Palm Vista for 2,930 units as a PUD with 61.5 acres of commercial and 47 acres of institutional land use.

The project fell victim to the economic downturn of 2006-2008 and did not proceed. In the interim, the St. Johns Heritage Parkway was constructed, the landowner is extending utilities (16" potable water main and 16" sanitary sewer force main to Emerson with a potable water connection to the existing 8" water main just east of Melbourne-Tillman Canal C-59). These utility extensions were completed in early 2022. A single stand-alone phase of Palm Visa named Everlands, located east of the Parkway, received its subdivision certificate of completion in late March 2022. The water management district wetland jurisdictional and ACOE permitting has been completed east of the Parkway and west of the Parkway this process is  $\pm$  95% complete.

**Current**

**Surrounding land use is:**

- North: PRCAC- Platt Ranch
- East: Palm Vista Everlands, Medley and Everlands Phase II (zoned PUD)
- South: St. Johns Preserve residential subdivision (zoned PMU)
- West: Vacant land (AU county zoning)

**Proposed Development**

A portion of Palm Vista lying east of the Parkway between Pace and Emerson are covered by this application. As reference, Palm Vista Overall and including lands west of the Parkway currently consist of 4,000 units. The unit count was increased from 3,000 - 4,000 units under action taken by the City on 6/1/2017. The commercial component, still visible, is not included in this application. The commercial component is under separate ownership.

**PALM VISTA WEST AT EVERLANDS**  
**B.S.E. FILE # 10860.800**

Unit Types For This Application as Proposed are:

<b>Non-Age Restricted</b>	<b>Age Restricted</b>
± 364 Single Family	± 995 Single Family
± 168 (4-Unit to 6-Unit Townhomes)	± 98 (4-Unit to 6-Unit Townhomes)
± 102 Paired Villas	± 368 Paired Villas
	± 318 Multi-Family Condo
<b>± 634 units Total</b>	<b>± 1,779 units Total</b>
<b>Combined Total = ± 2,413 units</b>	

\* Note that the unit mix may vary due to public demand over the life of the project.

**Amenities:**

Amenities include: park, open space, tennis and pickle ball courts, pool, clubhouse and Community Center.



## LAND DEVELOPMENT DIVISION

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

[Landdevelopmentweb@palmbayflorida.org](mailto:Landdevelopmentweb@palmbayflorida.org)

### PRELIMINARY DEVELOPMENT PLAN APPLICATION

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

#### APPLICATION AMENDMENT TYPE:

- ☒ **PUD** - Planned Unit Development ([Section 185.066](#))
- ☐ **PMU** - Parkway Mixed Use District (Preliminary Design Plan) ([Section 185.057](#))
- ☐ **PCRD** - Planned Community Redevelopment District ([Section 185.055](#))
- ☐ **RAC** - Regional Activity Center District (Preliminary Concept Plan) ([Section 185.056](#))

#### PROPOSED DEVELOPMENT NAME:

Palm Vista Everlands - West

#### PARCEL ID(S):

28-36-20-00-1, 28-36-28-00-1  
28-36-29-00-1

#### TAX ACCOUNT NUMBER(S):

2802937, 281406  
2811407

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

See attached.

CITY OF PALM BAY, FLORIDA  
PRELIMINARY DEVELOPMENT PLAN APPLICATION  
PAGE 2 OF 5

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

+/- 1,198.17 acres

**TOTAL LOTS PROPOSED (list by use):**

SF (40's) = 643 lots, SF (50's) = 445 lots, SF (60's) = 271 lots, Twin Villas = 470 units, Townhouse (4 & 6 units) = 266 units, MF Condos = 318 units      TOTAL = 2,416 lots/units

**DEVELOPER**      Greg Pettibon, Lennar Homes, LLC

**Full Address**      8895 N. Military Trail Suite 101-B, Palm Beach Gardens, FL 33410

**Telephone**      561-345-6704      **Email**      greg.pettibon@lennar.com

**ENGINEER**      Ana Saunders, P.E. (or assigned BSE representative) - B.S.E. Consultants, Inc.

**Full Address**      312 S. Harbor City Blvd. Suite 4, Melbourne, FL 32901

**Telephone**      321-725-3674      **Email**      asaunders@bseconsult.com

**SURVEYOR**      Leslie E. Howard - B.S.E. Consultants, Inc.

**Full Address**      312 S. Harbor City Blvd. Suite 4, Melbourne, FL 32901

**Telephone**      321-725-3674      **Email**      lhoward@bseconsult.com

**PRELIMINARY DEVELOPMENT PLAN CRITERIA FOR SUBMITTAL:**

**Two (2) copies** of the following exhibits shall be attached to the Preliminary Development Plan application. The preliminary plan and supporting documentation **must also be provided on memory drive.**

- A) Vicinity map clearly outlining subject property and showing the relationship between the site and its surrounding area including adjacent streets and thoroughfares.
- B) Preliminary Development Plan that shall contain maps, drawings and narrative, as appropriate, providing the following information:
  - 1) A general plan for the use of all lands within the proposed development. Such plans shall indicate the general location of residential areas (including maximum density and unit types), open space, parks, passive or scenic areas, and nonresidential areas (including maximum building square footage or other intensity maximums).

**CITY OF PALM BAY, FLORIDA**  
**PRELIMINARY DEVELOPMENT PLAN APPLICATION**  
**PAGE 3 OF 5**

- 2) Proposed name or title of project, the name of the engineer, architect, and developer.
  - 3) North arrow, scale (1 inch = 200 feet or larger), date and legal description of the proposed site.
  - 4) Boundaries of tract shown with bearings, distances, closures, and bulkhead liner. All existing easements, section lines, and all existing streets and physical features in and adjoining the project, and the existing zoning.
  - 5) Proposed parks, school sites, or other public or private open space.
  - 6) Off-street parking, loading areas, driveways and access points.
  - 7) Site data including tabulation of the total number of gross acres in the project, the acreage to be devoted to each of the several types of primary residential and secondary non-residential uses, and the total number of dwelling units, the maximum height of all structures, the minimum setbacks of all structures (and parking areas) and the total area of pervious and impervious surfaces.
  - 8) Delineation of phased development, if applicable.
  - 9) Proposed means of drainage for the site.
- C) A plan of vehicular and pedestrian circulation showing the general locations and right-of-way widths of roads, sidewalks, the capacity of the system and major access points to the external and internal thoroughfare network.
- D) Schematic drawing of the elevation and architectural construction of the proposed primary and secondary nonresidential structures.
- E) A Traffic Study meeting generally accepted engineering practices examining the impact of the proposed development on the surrounding roadway network. (If applicable)
- F) Narrative describing in detail how the proposed Preliminary Development Plan meets the requirements of the Land Development Code and the Palm Bay Comprehensive Plan.

**Additional conditions must be met and incorporated into the site plan for the specific type of development requested (PUD, PMU, PCRD, RAC). The additional criteria are listed in the Code of Ordinances and available from staff.**

CITY OF PALM BAY, FLORIDA  
PRELIMINARY DEVELOPMENT PLAN APPLICATION  
PAGE 4 OF 5

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

- ☐ \*A \$1,000.00 application fee shall accompany the Preliminary Development Plan application for the purposes of administration. Make Check payable to "City of Palm Bay."
- ☐ Vicinity Map (see Item A).
- ☐ Preliminary Development Plan (see Item B).
- ☐ Vehicular and Pedestrian Circulation Plan (see Item C).
- ☐ Schematic Drawing (see Item D).
- ☐ Traffic Study (see Item E).
- ☐ Narrative (see Item F).
- ☐ List of legal descriptions of all properties within a 500-foot radius of the boundaries of the property covered by this application, together with the names and mailing addresses (including zip codes) of all respective property owners within the above referenced area. (This should be obtained for a fee from the Brevard County Planning and Zoning Department at (321) 633-2060.)
- ☐ Citizen Participation Plan. Required when a Preliminary Development Plan application was not submitted. Refer to [Section 169.005](#) of the Land Development Code for guidelines.
- ☐ School Board of Brevard County School Impact Analysis Application (if applicable). The application is obtained from the Planning and Project Management Department of the School Board of Brevard County at (321) 633-1000, extension 11418.
- ☐ Sign(s) posted on the subject property. Refer to [Section 51.07\(C\)](#) of the Legislative Code for guidelines. Staff will provide a sign template.
- ☐ **Where the property owner is not the representative for the request, a [LETTER](#) must be attached giving the notarized consent of the property owner(s) to a representative.**


**Name of Representative** Ana Saunders, P.E. (or authorized BSE Representative)



**CITY OF PALM BAY, FLORIDA  
PRELIMINARY DEVELOPMENT PLAN APPLICATION  
PAGE 5 OF 5**

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 PRELIMINARY DEVELOPMENT PLAN APPLICATION AND THAT THE FACTS STATED IN IT ARE TRUE.**

Owner Signature  Date 3-3-2022  
Printed Name Greg Pettibon  
Full Address 8895 N. Military Trail Suite 101-B, Palm Beach Gardens, FL 33410  
Telephone 561-345-6704 Email greg.pettibon@lennar.com

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

March 3, 20 22

Re: Letter of Authorization

As the property owner of the site legally described as:

NORTH: 28-36-20-00-1, 28-36-28-00-1

SOUTH: 28-36-29-00-1

I, Owner Name: Greg Pettibon, Lennar Homes, LLC

Address: 8895 N. Military Trail Suite 101-B, Palm Beach Gardens, FL 33410

Telephone: 561-345-6704

Email: greg.pettibon@lennar.com

hereby authorize:

Representative: Ana Saunders, P.E. (Or other authorized B.S.E. representative)

Address: 312 S. Harbor City Blvd., Suite 4, Melbourne, FL 32901

Telephone: 321-725-3674

Email: asaunders@bseconsult.com

to represent the request(s) for:

FUTURE LAND USE MAP AMENDMENT and PRELIMINARY DEVELOPMENT PLAN

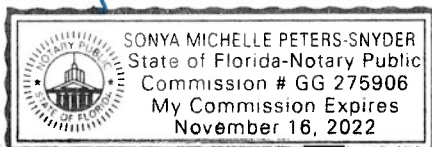
 3-3-22  
(Property Owner Signature)

STATE OF Florida

COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 3rd day of March, 20 22 by

Greg Pettibon, property owner.



  
\_\_\_\_\_, Notary Public

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

## **PALM VISTA WEST**

A PARCEL OF LAND IN SECTIONS 20, 28, AND 29, TOWNSHIP 28 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 28 SOUTH, RANGE 36 EAST, THENCE 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 MELBOURNE-TILLMAN WATER CONTROL DISTRICT 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; THENCE CONTINUE S89°44'39"W ALONG SAID NORTH LINE OF CANAL NUMBER ONE A DISTANCE OF 1759.16 FEET TO THE WEST LINE OF SAID SECTION 28; THENCE N00°43'04"E ALONG THE WEST LINE OF SECTION 28 AND THE NORTH RIGHT OF WAY OF CANAL NUMBER ONE A DISTANCE OF 6.00 FEET; THENCE S89°48'32"W ALONG SAID NORTH LINE OF CANAL NUMBER ONE (A 237 FOOT RIGHT OF WAY) A DISTANCE OF 269.05 FEET TO THE WEST RIGHT OF WAY LINE OF PALM BAY PARKWAY (A 200 FOOT WIDE RIGHT OF WAY) AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE NORTHERLY ALONG SAID WEST RIGHT OF WAY THE FOLLOWING SIXTEEN (16) COURSES AND CURVES: 1) THENCE N00°41'01"E A DISTANCE OF 346.29 FEET TO A POINT OF CURVATURE; 2) THENCE NORTHEASTERLY A DISTANCE OF 732.83 FEET ALONG AN ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2900.00 FEET, A CENTRAL ANGLE OF 14°28'43", AND A CHORD WHICH BEARS N07°55'23"E A DISTANCE OF 730.88 FEET TO A POINT OF TANGENCY; 3) THENCE N15°09'44"E A DISTANCE OF 588.03 FEET TO A POINT OF CURVATURE; 4) THENCE NORTHEASTERLY A DISTANCE OF 629.73 FEET ALONG AN ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 2497.00 FEET, A CENTRAL ANGLE OF 14°26'59", AND A CHORD WHICH BEARS N7°56'15"E A DISTANCE OF 628.06 FEET TO A POINT OF TANGENCY; 5) THENCE N00°42'45"E A DISTANCE OF 893.10 FEET TO A POINT OF CURVATURE; 6) THENCE NORTHWESTERLY A DISTANCE 790.47 FEET ALONG AN ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 2500.00 FEET, A CENTRAL ANGLE OF 18°06'58", AND A CHORD WHICH BEARS N08°20'44"W A DISTANCE OF 787.18 FEET TO A POINT OF RESERVE CURVATURE; 7) THENCE NORTHWESTERLY A DISTANCE OF 1427.67 FEET ALONG AN ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 4700.00 FEET, A CENTRAL ANGLE OF 17°24'15", AND A CHORD WHICH BEARS N08°42'05"W A DISTANCE OF 1422.19 FEET TO A POINT OF TANGENCY; 8) THENCE N00°00'00"W A DISTANCE OF 58.06 FEET TO A POINT OF CURVATURE; 9) THENCE NORTHEASTERLY A DISTANCE OF 723.49 FEET ALONG AN ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2900.00 FEET, A CENTRAL ANGLE OF 14°17'39", AND A CHORD WHICH BEARS N07°08'51"E A DISTANCE OF 721.61 FEET TO A POINT OF REVERSE CURVATURE; 10) THENCE NORTHEASTERLY A DISTANCE OF 474.42 FEET

ALONG AN ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 2000.00 FEET, A CENTRAL ANGLE OF 13°35'28", AND A CHORD WHICH BEARS N07°29'57"E A DISTANCE OF 473.31 FEET TO A POINT OF TANGENCY; 11) THENCE N00°42'13"E A DISTANCE OF 2200.22 FEET TO A POINT OF CURVATURE; 12) THENCE NORTHWESTERLY A DISTANCE OF 286.83 FEET ALONG AN ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1000.00 FEET, A CENTRAL ANGLE OF 16°26'03", AND A CHORD WHICH BEARS N07°30'49"W A DISTANCE OF 285.85 FEET TO A POINT OF REVERSE CURVATURE; 13) THENCE NORTHWESTERLY A DISTANCE OF 367.37 FEET ALONG AN ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1000.00 FEET, A CENTRAL ANGLE OF 21°02'56", AND A CHORD WHICH BEARS N05°12'22"W A DISTANCE OF 365.31 FEET TO A POINT OF TANGENCY; 14) THENCE N05°19'06"E A DISTANCE OF 303.76 FEET TO A POINT OF CURVATURE; 15) THENCE NORTHEASTERLY A DISTANCE OF 80.87 FEET ALONG AN ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1000.00 FEET, A CENTRAL ANGLE OF 4°38'01", AND A CHORD WHICH BEARS N03°00'05"E A DISTANCE OF 80.85 FEET TO A POINT OF TANGENCY; 16) THENCE N00°41'05"E A DISTANCE OF 579.15 FEET TO THE SOUTH RIGHT OF WAY LINE OF MELBOURNE-TILLMAN WATER CONTROL DISTRICT CANAL NUMBER FIFTY FOUR (A 92 FOOT RIGHT OF WAY); THENCE S89°48'59"W ALONG THE SOUTH RIGHT OF WAY LINE OF SAID CANAL FIFTY FOUR, A DISTANCE OF 5044.35 FEET TO THE WEST LINE OF SAID SECTION 20; THENCE S00°45'35"W, ALONG SAID WEST LINE A DISTANCE OF 2592.78 FEET TO THE WEST ONE-QUARTER CORNER OF SAID SECTION 20; THENCE N89°49'10"E, ALONG THE EAST-WEST QUARTER SECTION LINE OF SAID SECTION 20, A DISTANCE OF 41.01 FEET TO THE EAST RIGHT-OF-WAY LINE OF MELBOURNE-TILLMAN WATER CONTROL DISTRICT CANAL NUMBER 56; THENCE S00°45'35"W, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 2638.79 FEET TO THE SOUTH LINE OF SAID SECTION 20 (ALSO BEING THE NORTH LINE OF SAID SECTION 29); THENCE N89°49'20"E, ALONG THE SOUTH LINE OF SAID SECTION 20, A DISTANCE OF 9.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID CANAL NUMBER 56; THENCE S00°44'01"W, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 5166.54 FEET TO THE NORTH RIGHT-OF-WAY LINE OF MELBOURNE-TILLMAN WATER CONTROL DISTRICT CANAL NUMBER ONE; THENCE N89°48'32"E, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 2588.94 FEET TO THE NORTH-SOUTH QUARTER SECTION LINE OF SAID SECTION 29; THENCE N00°43'32"E, ALONG SAID NORTH-SOUTH LINE, A DISTANCE OF 6.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID CANAL NUMBER ONE; THENCE N89°48'32"E, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 2366.38 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT CANAL RIGHTS-OF-WAY.

ALSO LESS AND EXCEPT:

COMMERCIAL PARCEL C-17 AS RECORDED IN OFFICIAL RECORDS BOOK 5750, PAGE 7946, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

ALSO LESS AND EXCEPT:

COMMERCIAL PARCELS C-18 AND C-19 AS RECORDED IN OFFICIAL RECORDS  
BOOK 5750, PAGE 7946, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

CONTAINING 1198.17 TOTAL NET ACRES, MORE OR LESS.































































































































































CITY OF PALM BAY, FLORIDA

PLANNING AND ZONING BOARD/  
LOCAL PLANNING AGENCY  
REGULAR MEETING 2022-11

Held on Wednesday, October 5, 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.

Vice Chairperson Philip Weinberg called the meeting to order at approximately 6:00 p.m.

Mr. Robert Good led the Pledge of Allegiance to the Flag.

**ROLL CALL:**

<b>CHAIRPERSON:</b>	Leeta Jordan	Absent	(Excused)
<b>VICE CHAIRPERSON:</b>	Philip Weinberg	Present	
<b>MEMBER:</b>	Donald Boerema	Present	
<b>MEMBER:</b>	Robert Good	Present	
<b>MEMBER:</b>	Khalilah Maragh	Present	
<b>MEMBER:</b>	Randall Olszewski	Present	
<b>MEMBER:</b>	Rainer Warner	Present	
<b>NON-VOTING MEMBER:</b>	David Karaffa	Absent	(Excused)
	(School Board Appointee)		

The absence was excused for Ms. Jordan.

**CITY STAFF:** Present were Ms. Alexandra Bernard, Growth Management Director; Mr. Jesse Anderson, Ph.D., Assistant Growth Management Director; Mr. Stephen White, Principal Planner; Ms. Tania Ramos, Senior Planner; Ms. Uma Sarmistha, Senior Planner; Ms. Carol Gerundo, Planning Specialist; Ms. Chandra Powell, Recording Secretary; Mr. Rodney Edwards, Assistant City Attorney.

**ADOPTION OF MINUTES:**

1. Regular Planning and Zoning Board/Local Planning Agency Meeting 2022-09; August 3, 2022.



Mr. Good commented that he was not comfortable changing the whole development to multiple-family.

Mr. Anderson explained that the multiple-family designation also allowed for single-, two-, and multiple-family residential development. The preliminary development plan associated with the project was a combination of residential uses.

3. **\*\*PD-36-2022 - Palm Vista Everlands-West PUD - Palm Vista Preserve LLC, managing agent Greg Pettibon, Lennar Homes (Ana Saunders, P.E., BSE Consultants, Inc., Rep.) - A Preliminary Development Plan approval to allow a proposed mixed residential PUD for a 2,416-unit development called Palm Vista Everlands West. Tax Parcel 1 of Section 20, Township 28, Range 36, Tax Parcel 1 of Section 28, Township 28, Range 36, and Page 1 of 3 Regular Meeting 2022-11 Tax Parcel 1 of Section 29, Township 28, Range 36, Brevard County, Florida, containing approximately 1198.1 acres. Located west of and adjacent to St. Johns Heritage Parkway NW, in the vicinity east of Melbourne-Tillman Water Control District Canal 2R**

Based on the denial of Case CP-30-2022, Case PD-36-2022 would be moot.

Motion to submit Case PD-36-2022 to City Council for denial.

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

**Aye:** Good, Maragh, Olszewski, Warner.

**Nay:** Weinberg, Boerema.

4. **\*\*FD-49-2022 - Malabar Springs - James P. Harvey, CRE-KL Malabar Owner LLC (Ana Saunders, BSE Consultants, Inc.) - A Final Development Plan to allow a proposed PUD for an 885-unit residential development called Malabar Springs. Tax Parcels 250, 251, 252, and 500, Section 32, Township 28, Range 36, Brevard County, Florida, containing approximately 294.7 acres. Located north of and adjacent to Malabar Road NW, in the vicinity west of St. Johns Heritage Parkway NW**



## **RESOLUTION 2022-60**

**A RESOLUTION OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, GRANTING APPROVAL OF A PRELIMINARY DEVELOPMENT PLAN FOR A PROPOSED MIXED RESIDENTIAL DEVELOPMENT TO BE KNOWN AS 'PALM VISTA EVERLANDS WEST PUD' IN AU (AGRICULTURAL RESIDENTIAL) (BREVARD COUNTY) ZONING, WITH A TENTATIVE ZONING OF PUD (PLANNED UNIT DEVELOPMENT); WHICH PROPERTY IS LOCATED WEST OF AND ADJACENT TO ST. JOHNS HERITAGE PARKWAY, IN THE VICINITY EAST OF MELBOURNE-TILLMAN WATER CONTROL DISTRICT CANAL 2R, AND LEGALLY DESCRIBED HEREIN; PROVIDING FOR FILING OF THE FINAL DEVELOPMENT PLAN APPLICATION; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, application for a Preliminary Development Plan in AU (Agricultural Residential) (Brevard County) zoning to permit a proposed 2,413-unit mixed residential development to be known as 'Palm Vista Everlands West PUD' has been made by Palm Vista Preserve, LLC, and

**WHEREAS**, the request was duly considered by the Planning and Zoning Board of the City of Palm Bay on October 5, 2022, which voted to recommend to the City Council denial 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:



**SECTION 1.** The City Council of the City of Palm Bay hereby grants Preliminary Development Plan approval for 'Palm Vista Everlands West PUD' on property zoned AU (Agricultural Residential), with a tentative zoning of PUD (Planned Unit Development), which property is legally described herein as Exhibit 'A'.

**SECTION 2.** The Preliminary Development Plan, incorporated herein as Exhibit 'B', is granted subject to the staff comments contained in the Staff Report, complying with and submitting the following items with a Final PUD application:

- A. The Land Development Division Staff Report which is, by reference, incorporated herein as Exhibit 'C';
- B. A preliminary subdivision plat and Opinion of Title;
- C. Declaration of Covenants and Restrictions establishing development standards;
- D. Construction drawings;
- E. A Concurrency Determination letter from the School Board of Brevard County;
- F. Submission of an Endangered Species Assessment;
- G. Identification of lighting within the neighborhood;
- H. The technical comments generated by the Development Review Staff, incorporated herein as Exhibit 'D', shall be observed and incorporated into the FDP and construction drawings; and
- I. 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 Development Plan application. Failure to file said application within one (1) year shall void the Preliminary Development Plan approval unless an extension for filing the Final Development Plan 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 2022- , of the City Council of the City of Palm Bay, Brevard County, Florida, held on , 2022.

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Rob Medina, MAYOR

ATTEST:

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Terese M. Jones, CITY CLERK

Applicant: Palm Vista Preserve, LLC

Case: PD-36-2022

cc: (date) Brevard County Recording  
Applicant  
Case File





## LEGISLATIVE MEMORANDUM

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

**FROM:** Suzanne Sherman, City Manager

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

**DATE:** 2/2/2023

**RE:** Ordinance 2023-05, amending the City's Comprehensive Plan Future Land Use Map to change the designated use of property located north, south, and west of Micco Road, in the vicinity south of Dottie Drive, from Micco Park Village District and RES 1 (Residential Unit Per Acre) (Brevard County) to Mixed Use (1,435.36 acres) (Case CP-40-2022 – MLCI Investments, Ltd.; Brevard 270, LLC; David Lee, LLC; Brevard Property Holdings, LLC; MLCI Realty II, LLC; MLCI Realty, Ltd.; L&L Collections, LLC; Trustees of the William H. Lee Revocable Trust; Tiffany Dismukes Floyd), first reading.

Applicants David Logan, MLCI Investments, Ltd.; Brevard 270, LLC; MLCI Realty II, LLC, MLCI Realty, Ltd. / David Lee, David Lee, LLC / Harvey Oyer, Brevard Property Holdings, LLC / Tiffany Dismukes Floyd / Murray Daniel Logan, L&L Collections, LLC / Candice Mayr and Jeffrey Lee, Trustees of the William H. Lee Revocable Trust (Jake Wise, P.E. Construction Engineering Group, LLC, Rep.) submitted a large-scale Comprehensive Plan Future Land Use Map amendment from RES 1 (Brevard County) and Micco Park Village Use to Mixed Use for approximately 1,435.36 acres, generally located north, south, east, and west of Micco Road, in the vicinity south of Dottie Drive.

The intended use for the 1,435.36-acre property is intended for a mixed-use development to be known as 'Ashton Park'. The proposed land use amendment would be considered compatible, as the diversity and mixture of residential and non-residential uses provides for a more efficient distribution of compatible land uses. Moreover, it further addresses the long-term growth of the City by providing residents with diverse housing options (i.e. single-family, townhome, and apartment style multifamily) and a downtown corridor. In addition to these aspects, Ashton Park is intended to be a near self-sufficient community in respect to services and amenities internally provided. For example, the Ashton Park development is intended to provide avenues for alternative transportation, a collocated fire and police station, a school site, and civic/open space. The development further proposes hybrid commercial and industrial flex space, in addition to a modernized version of the central business district downtown to attract new commercial and industrial developments in proximity to the Interstate 95 interchange at St. Johns Heritage Parkway. The proposed distribution of uses across this project area is conceptually depicted in Exhibit A attached, along with this staff report.

At the Regular Council Meeting held on January 19, 2023, City Council approved the first reading of Ordinance 2023-01 providing for the voluntary annexation of approximately 302.70 acres, a portion of this 1,435.36-acre property known as 'Ashton Park'. This item is contingent upon Council's approval of the second and final reading



of Ordinance 2023-01.

**REQUESTING DEPARTMENT:**

Growth Management

**FISCAL IMPACT:**

There is no fiscal impact.

**RECOMMENDATION:**

Request for City Council to consider an ordinance for Case CP-40-2022, Ashton Park. Case CP-40-2022 meets the minimum requirements of a Comprehensive Plan Future Land Use Map amendment request.

**Planning and Zoning Board Recommendation:**

The Planning & Zoning Board will consider this case at its regular meeting on February 1, 2023. The Board's recommendation will be provided to City Council prior to the Regular Council Meeting.

**ATTACHMENTS:**

**Description**

CP-40-2022 - Ashton Park - Staff Report

CP-40-2022 - Exhibit A - Ashton Park Conceptual Master Plan

CP-40-2022 - Ashton Park Survey

CP-40-2022 - Ashton Park Citizen Participation Plan Report

CP-40-2022 - Ashton Park Application

CP-40-2022 - Capacity Letter - BPS

Ordinance 2023-05





## STAFF REPORT

### LAND DEVELOPMENT DIVISION

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

[landdevelopmentweb@palmbayflorida.org](mailto:landdevelopmentweb@palmbayflorida.org)

#### Prepared by

Jesse D. Anderson, Assistant Growth Management Director

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#### CASE NUMBER

CP-40-2022

#### PLANNING & ZONING BOARD HEARING DATE

February 1, 2023

#### PROPERTY OWNER & APPLICANT

David Logan, MLCI Investments, Ltd.; Brevard 270, LLC; MLCI Realty II, LLC, MLCI Realty, Ltd. / David Lee, David Lee, LLC / Harvey Oyer, Brevard Property Holdings, LLC / Tiffany Dismukes Floyd / Murray Daniel Logan, L&L Collections, LLC / Candice Mayr and Jeffrey Lee, Trustees of the William H. Lee Revocable Trust (Jake Wise, P.E. Construction Engineering Group, LLC, Rep.).

#### PROPERTY LOCATION/ADDRESS

Tax Parcels 750 and 751 of Section 8, Township 30, Range 38; Tax Parcel 750 of Section 13, Township 30, Range 37; Tax Parcels 1 and 2 of Section 17, Township 30, Range 38; Tax Parcels 1 through 4 of Section 19, Township 30, Range 38; Tax Parcels 750 and 751 of Section 18, Township 30, Range 38; Lots 4.01 and 4.02 of AA Berrys, Section 1, Township 30G, Range 38; and Block 2 of S B Carter Survey of George Fleming Grant, Section 2, Township 30G, Range 38, Brevard County, Florida, containing approximately 302.70 acres. Located north, south, and west of Micco Road, in the vicinity south of Dottie Drive.

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#### SUMMARY OF REQUEST

The applicant is requesting to change the Future Land Use from Micco Park Village District and RES 1 Residential Unit per Acre (Brevard County) to Mixed Use.

##### Existing Land Use

Micco Park Village District, RES 1 Residential Unit per Acre (Brevard County)

##### Site Improvements

Undeveloped Land

##### Site Acreage

1,435.36 acres

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#### SURROUNDING FUTURE LAND USE & EXISTING USE OF LAND

##### North

MPV Micco Park Village; RR-1 Rural Residential (Brevard County)

##### East

RU-1-11 Single-Family Residential (Brevard County)

##### South

GML(P) Government Managed Lands (Parks and Conservation) (Brevard County)

##### West

IU Industrial Light (Brevard County); TU-2 Transient Tourist Commercial (Brevard County)

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## **BACKGROUND:**

The subject properties are generally located north, south, and west of Micco Road, in the vicinity south of Dottie Drive. The subject properties are approximately 1435.36 acres in size.

## **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 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 1,435-acre property is a Mixed-Use development to be known as Ashton Park. The proposed land use amendment would be considered compatible, as the diversity and mixture of residential and nonresidential uses provides for a more efficient distribution of compatible land uses. Moreover, it further addresses the long-term growth of the city by providing residents with diverse housing options (i.e. single-family, townhome, and apartment style multifamily) and a "downtown" corridor. In addition to these aspects, Ashton Park is intended to be a near self-sufficient community in respect to internally provided services and amenities. For example, the Ashton Park development is intended to provide avenues for alternative transportation, a collocated fire and police station, a school site, and civic/open space. The development further proposes hybrid commercial and industrial flex space, in addition to a modernized version of the central business district downtown to attract new commercial and industrial developments in proximity to the I-95 interchange. The proposed distribution of uses across this project area is conceptually depicted in Exhibit A attached along with this staff report.

### **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). 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.

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**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.

Housing Goal 1 - Provide for sufficient supply and variety of safe, decent, attractive and affordable housing, at locations which provide for convenient access to municipal facilities and services and which minimize impacts on the physical environment.

The proposed conceptual plan (Exhibit A) depicts a mixture of single-family, townhomes, and apartment style multifamily units with convenient access to emergency services (collocated fire/police station), educational facilities (school site), commercial and industrial flex spaces, and civic/open space.

### 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:** 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

### 5. INTERGOVERNMENTAL COORDINATION ELEMENT

**Public Schools:** The proposed Future Land Use Map amendment alters the distribution of entitled residential land. The parcels under review are increasing the maximum density through the proposed land use change, which will add housing units. Some impacts to the public-school system area are anticipated. Considering the adjacent concurrency service areas, there is sufficient capacity at the high school level. However, there is an anticipated shortfall of capacity within the adjacent concurrency areas for the elementary and middle school levels. Nevertheless, the school district condition is to have the applicant contact staff to discuss the mitigation process as defined in Section 13.5 of the ILA-2014 prior to submitting for a final concurrency determination. Moreover, there is a projected school site within the bounds of the project area for which a meeting with the school district and the applicant is scheduled to occur.

### 6. RECREATION AND OPEN SPACE ELEMENT

The proposed FLU amendment would increase the demand for recreation services as compared to the existing public needs, due to potential increase in density.



However, the requested use would not exceed the existing parkland or recreational level of service standards for the planning area and will be providing parkland, recreational activity, and open/civic space within the bounds of the project area.

#### 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. If developed, a traffic impact analysis will be required to determine any negative impacts on the existing transportation system along with any suggested improvements, which will be taken under consideration during the Site Plan review/approval process.

#### 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.

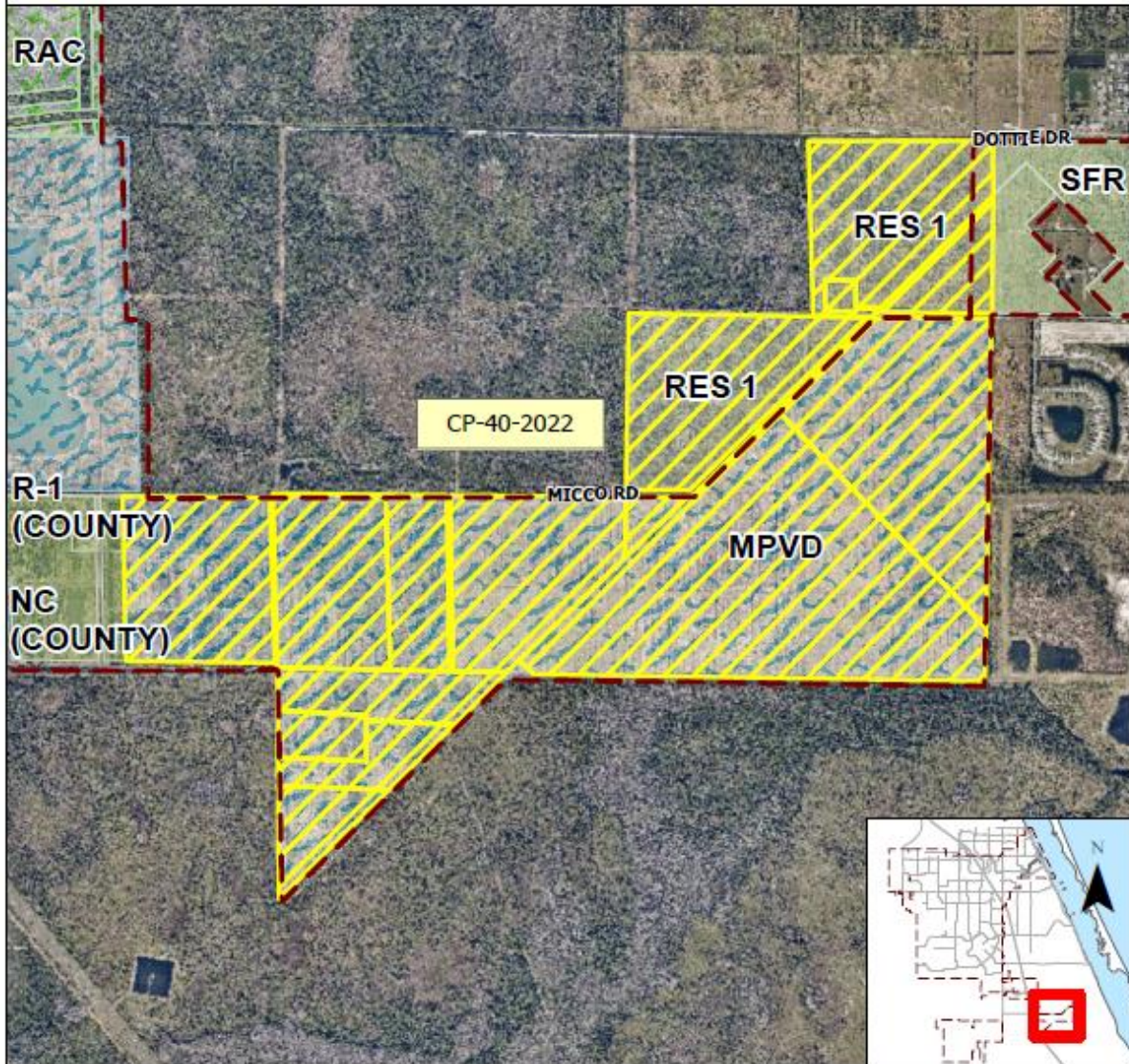
#### **STAFF RECOMMENDATION:**

Case CP-40-2022 meets the minimum requirements for a Large-Scale Comprehensive Plan Future Land Use Map Amendment request.





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-40-2022

### Subject Property

Located north, south, east and west of Micco Road, in the vicinity south of Dottie Drive

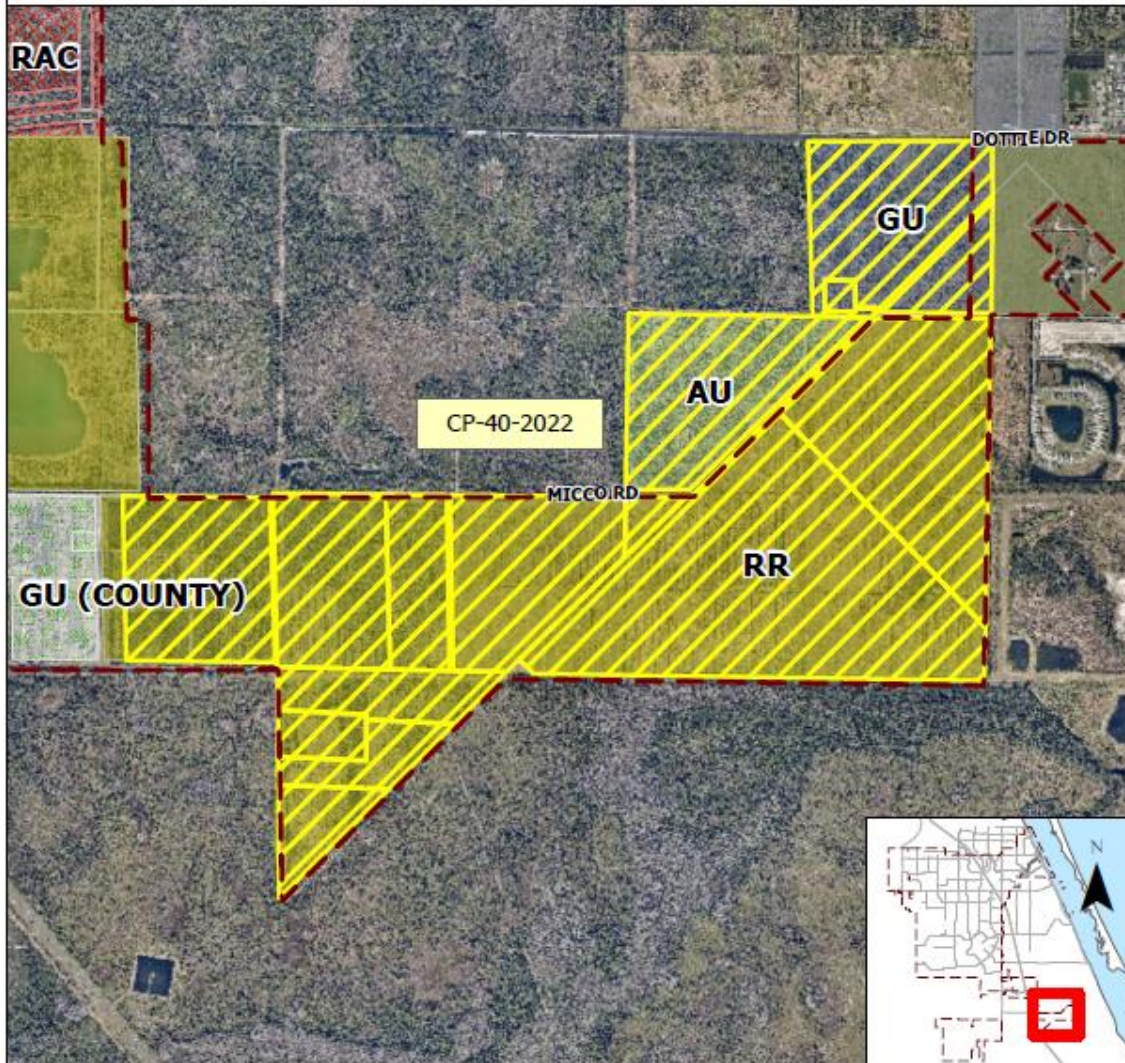
### Future Land Use Classification

MPVD, RES 1 – Micco Park Village District, Residential 1





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



## ZONING MAP CASE: CP-40-2022

### Subject Property

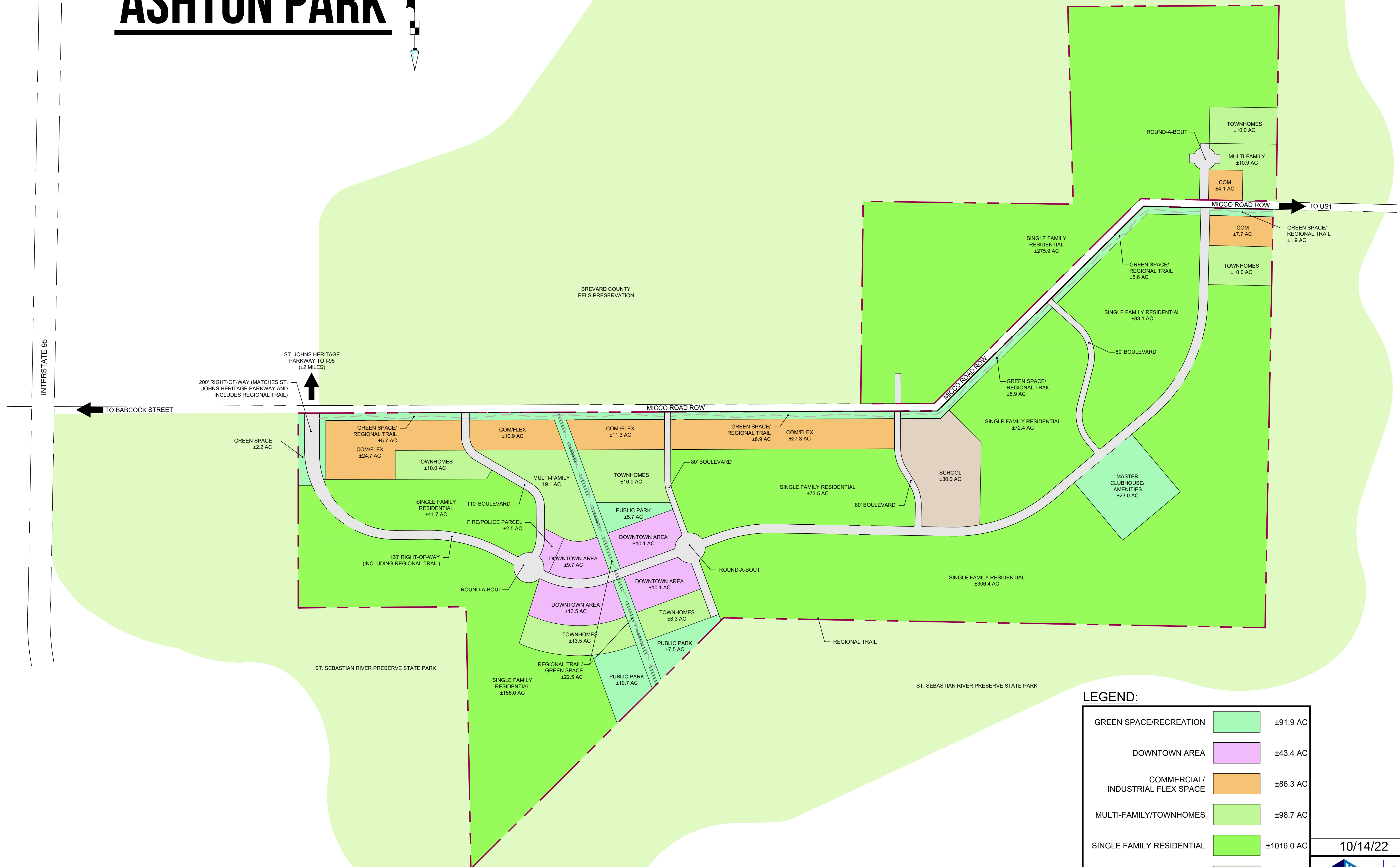
Located north, south, east and west of Micco Road, in the vicinity south of Dottie Drive

### Current Zoning Classification

AU, GU, RR – Agricultural Residential, General Use, Rural Residential



# ASHTON PARK



## LEGEND:

GREEN SPACE/RECREATION		±91.9 AC
DOWNTOWN AREA		±43.4 AC
COMMERCIAL/ INDUSTRIAL FLEX SPACE		±86.3 AC
MULTI-FAMILY/TOWNHOMES		±98.7 AC
SINGLE FAMILY RESIDENTIAL		±1016.0 AC
SCHOOL		±30.0 AC
PROPOSED RIGHT-OF-WAY		±69.1 AC
TOTAL		±1,435.4 AC

10/14/22

ASHTON PARK  
MASTER PLAN



**CONSTRUCTION  
ENGINEERING  
GROUP**  
Consulting Engineers



# ALTA/NSPS LAND TITLE SURVEY

## FOR: PALM BEACH LAND GROUP, LLC

CITY OF PALM BAY, BREVARD COUNTY, FLORIDA

### DESCRIPTION:

PARCEL 1:

The Southeast Quarter of Section 13, Township 30 South, Range 37 East, Brevard County, Florida, also being described as follows:

Beginning at the Southeast corner of Section 13, Township 30 South, Range 37 East; thence S89°37'10"W, along the South line of said Section 13, 2565.45 feet to the Southwest corner of the Southeast Quarter of Section 13, Thence N00°04'06"W, along the Quarter Section line 2637.39 feet to the Northwest corner of said Southeast Quarter of Section 13; thence N89°33'35"E, along the North line of said Southeast Quarter 2519.95 feet to the Northeast corner of said Southeast Quarter of Section 13; Thence S01°03'22"E, along the East line of said Section 13, 2640.16 feet to the Point of Beginning.

Less and Except the West 20 acres of the Southeast Quarter of Section 13, Township 30 South, Range 37 East, Brevard County, Florida.

Further Less and Except the right-of-way of Micco Road as described in Official Records Book 620, Page 793, of the Public Records of Brevard County, Florida.

PARCEL 2:

A portion of the following parent parcel of real property lying South of Micco Road, Brevard County, Florida:

A parcel of land lying in the Southeast 1/4 of Section 8, Sections 17 and 18, the South 1/2 of Section 18, all in Township 30 South, Range 38 East, Brevard County, Florida and the Southeast 1/4 of Section 13, Township 30 South, Range 37 East, and part of the George Fleming Grant, Plat Book 2, Page 25, Public Records of Brevard County, Florida, being more particularly described as follows: Begin at the Northeast corner of the said Southeast 1/4 of said Section 8; thence run South 00° 05' 44" West, along the East line of said Southeast 1/4, 2676.75 feet to the South right-of-way line of Micco Road; thence South 89° 33' 04" East, along said right-of-way line, a distance of 305.44 feet; thence South 00° 27' 40" West along the center line of a drainage ditch, a distance of 5525.79 feet to a point on the Easterly extension of the South line of said Section 18; thence North 89° 52' 32" West along said Easterly extension, a distance of 7195.59 feet to a 3" iron pipe at the intersection of an old barbed wire fence at the intersection of the South line of said Section 18 and the Northwest line of the said George Fleming Grant; thence continue North 89° 52' 32" West along the South line of said Section 18, a distance of 3421.49 feet to the Southwest corner of said Section 18; thence North 89° 54' 09" West along the South line of said Section 13, Township 30 South, Range 37 East, a distance of 2709.27 feet to the Southwest corner of the Southeast 1/4 of said Section 13; thence run North 00° 08' 46" West, along the West line of the Southeast 1/4 of said Section 13, a distance of 2645.08 feet to the South right-of-way line of Micco Road; thence North 89° 29' 46" East along said South right-of-way line, a distance of 2660.88 feet; thence continue along said South right-of-way line, North 89° 03' 25" East, a distance of 5134.02 feet; thence North 00° 03' 36" along the West line of said Section 17, a distance of 2715.58 feet to the Northwest corner of said Section 17; thence run North 89° 15' 29" East along the North line of said Section 17, a distance of 2659.00 feet to the South 1/4 corner of said Section 8; thence North 00° 10' 27" West along the West line of the Southeast 1/4 of said Section 8, a distance of 2643.82 feet to the center of said Section 8; thence run North 89° 20' 29" East along the North line of the Southeast 1/4 of said Section 8, a distance of 2634.74 feet to the Point of Beginning.

Being more particularly described as follows:

Commence at a 5/8" rebar marking the Northeasternmost corner of lands described above on the South right-of-way line of Micco Road (100' right of way as per 620/793) and run thence (all bearings herein as per Florida State Plane Coordinate System-East Central Zone 1983 Datum) South 01° 06' 22" West, a distance of 5562.67 feet to a point on the North line of those lands as described on O.R. Book 1012, Page 656, Public Records of Brevard County, Florida, and run thence North 88° 57' 05" West, along said North line, a distance of 7193.98 feet, more or less, to a 3" iron pipe under a 4 stand barbed-wire fence marking the George Fleming Grant line; thence North 45° 12' 32" East along said Fleming Grant line, a distance of 247.90 feet to a 1/2" rebar "Carter" marking the intersection of the South line of Section 18 with the aforesaid Fleming Grant line; run thence South 89° 34' 08" West, along said South line, a distance of 1901.02 feet to a 5/8 rebar #4889 marking the Southeast corner of aforesaid West 1693.37 feet, said point also being the Point of Beginning of the herein described tract, thence continue South 89° 34' 08" West along said South line a distance of 1693.48 feet to a 5/8" rebar marking the Southwest corner of said Section 18, thence run North 01° 04' 46" West along the West line of said Section 18, a distance of 2574.42 feet, more or less, to the South right-of-way line of aforesaid Micco Road (100' right-of-way) run thence North 89° 42' 14" East, along said South right-of-way line, a distance of 1693.53 feet (1693.37 East by perpendicular measurement) thence departing said right-of-way, run South 01 ° 04' 46" East, parallel to and 1693.37' East of said West line, a distance of 2570.44 feet to the Point of Beginning.

PARCEL 3:

A.) That Fractional piece of Section 19, Township 30 South, Range 38 East, Brevard County, Florida described as:

From the Northwest corner of Section 19, Township 30 South, Range 38 East, Brevard County, Florida, run S00°10'08"W, along the West line of said Section 19, a distance of 1322.21 feet to the Point of Beginning of the herein described parcel, thence S87°51'12"E, a distance of 1337.08 feet; thence N00°10'08"E, a distance of 625.80 feet; thence S87°47'31"E, a distance of 1368.60 feet to the Southerly line of Section 19; thence S46°28'19"W a distance of 1453.25 feet, along said South Section line; thence N88°02'31"W, a distance of 1654.12 feet to the West line of Section 19; thence N00°10'08"E, along said Section line a distance of 421.37 feet to the Point of Beginning.

Being more particularly described as follows:

Begin at a 5/8" diameter rebar with cap "Blackmon PSM4889" marking the Northwest corner of Fractional Section 19, Township 30 South, Range 38 East, Brevard County, Florida, said rebar lying N01°02'04"W (basis of bearings is Florida State Plane Coordinate system-Florida East Central Zone), a distance of 96.51 feet from a 4" x 4" concrete monument with disc "LB205-Carter & Assocs", also lying N89°37'10"E, a distance of 2560.73 feet from a 4" x 4" concrete monument stamped "LS3916- Rod Reed PSM", thence from said beginning point, run along the West line of said Fractional Section 19, a distance of 1422.53 feet to the Point of Beginning of the herein described property, said point also being the Southwest corner of Tax Parcel Tract #4.0 as recorded in Official Records Book 2538, Page 0332 of the Public Records of Brevard County, Florida, in said Fractional Section 19; thence along the Southerly line of said Tax Parcel Tract #4.0, run S89°03'23"E, a distance of 1337.08 feet to the Southeast corner of said Tax Parcel Tract #4.0; thence along the Easterly line of said Tax Parcel Tract #4.0, run N01°02'03"W, a distance of 625.80 feet to the intersection of said Easterly line with the Southerly line of Tax Parcel Tract #3.0, as recorded in Official Records Book 2538, Page 0327, said Public Records in said Fractional Section 19; thence along said Southerly line run S88°59'42"E, a distance of 1371.49 feet to the intersection of said Southerly line with the Easterly line of said Fractional Section 19, also being the Fleming Grant Line; thence along said Fleming Grant Line, run S45°12'20"W, a distance of 1451.64 feet to a point at the intersection of said Fleming Grant Line and the Northerly line of Tax Parcel Tract #2.0, as recorded in Official Records Book 2538, Page 0322, said Public Records; thence along said Northerly line of said Tax Parcel Tract #2.0, run N89°14'42"W, a distance of 1659.27 feet to the West line of said Fractional Section 19; thence along said West line, run N01°02'04"W, a distance of 421.37 feet to the Point of Beginning.

AND

B.) That Fractional piece of Section 19, Township 30 South, Range 38 East, Brevard County, Florida described as:

From the Northwest corner of Section 19, Township 30 South, Range 38 East, Brevard County, Florida, run S00°10'08"W, along the West line of said Section 19, a distance of 622.70 feet to the Point of Beginning of the herein described parcel, thence S87°47'31"E, a distance of 1337.13 feet; thence S00°10'08"W, a distance of 698.08 feet; thence N87°51'12"W, a distance of 1337.08 feet to the West line of Section 19; thence N00°10'08"E along said Section line, a distance of 699.51 feet to the Point of Beginning.

Being more particularly described as follows:

Begin at a 5/8" diameter rebar with cap "Blackmon PSM4889" marking the Northwest corner of Fractional Section 19, Township 30 South, Range 38 East, Brevard County, Florida, said rebar lying N01°02'04"W (basis of bearings is Florida State Plane Coordinate System-Florida East Central Zone), a distance of 96.51 feet from a 4" x 4" concrete monument with disc "LB205-Carter & Assocs", also lying N89°37'10"E, a distance of 2560.73 feet from a 4" x 4" concrete monument stamped "LS3916- Rod Reed PSM", thence from said beginning point, run along the West line of said Fractional Section 19, a distance of 723.02 feet to the Point of Beginning of the herein described property, said point also being the Southwest corner of Tax Parcel Tract #3.0, as recorded in Official Records Book 2538, Page 0327 of the Public Records of Brevard County, Florida, in said Fractional Section 19; thence along the Southerly line of said Tax Parcel #3.0, run S88°59'42"E, a distance of 1337.13 feet to the Northeast corner of the herein described tract; thence along the Easterly line of herein described tract, run S01°02'03"E, a distance of 698.08 feet to the Southeast corner of the herein described property; thence along the Southerly line of herein described tract, run N89°03'23"W, a distance of 1337.08 feet to the intersection of said Southerly line with the West line of said Fractional Section 19; thence along said West line, run N01°02'04"W, a distance of 699.51 feet to the Point of Beginning.

AND

C.) That Fractional piece of Section 19, Township 30 South, Range 38 East, Brevard County, Florida described as:

From the Northwest corner of Section 19, Township 30 South, Range 38 East, Brevard County, Florida, run S00°10'08"W, along the West line of said Section 19, a distance of 1743.58 feet to the Point of Beginning of the herein described parcel, thence S88°02'31"E, a distance of 1654.12 feet to the Southerly line of Section 19; thence S46°28'19"W along said South Section 19, 101.37 feet; thence continue along said Section 19, S46°18'35"W, a distance of 2191.28 feet, to the Southwest corner of Section 19; thence N00°10'08"E, along the West line of Section 19, a distance of 1640 feet to the Point of Beginning.

Being more particularly described as follows:

Begin at a 5/8" diameter rebar with cap "Blackmon PSM4889" marking the Northwest corner of Fractional Section 19, Township 30 South, Range 38 East, Brevard County, Florida, said rebar lying N01°02'04"W (basis of bearings is Florida State Plane Coordinate System-Florida East Central Zone) a distance of 96.51 feet from a 4" x 4" concrete monument with disc "LB205-Carter & Assocs", also lying N89°37'10"E, a distance of 2560.73 feet from a 4" x 4" concrete monument stamped "LS3916- Rod Reed PSM"; thence from said beginning point, run along the West line of said Fractional Section 19, a distance of 1843.90 feet to the Point of Beginning of the herein described property, said point also being the Southwest corner of Tax Parcel Tract #1.0, as recorded in Official Records Book 2538, Page 0337 of the Public Records of Brevard County, Florida, in said Fractional Section 19; thence along the Southerly line of said Tax Parcel Tract #1.0, run S89°14'42"E, a distance of 1659.27 feet to the intersection of said Southerly line with the Easterly line of said Fractional Section 19, also being the Fleming Grant Line; thence along said Fleming Grant Line, run S45°12'20"W, a distance of 101.37 feet to a point; thence continue along said Fleming Grant Line, run S45°12'20"W, a distance of 2194.88 feet to a 4" x 4" concrete monument with disc "LB205-Carter & Assocs", at the intersection of said Fleming Grant Line and the West line of said Fractional Section 19; thence along said West line, run N01°02'04"W, a distance of 1639.99 feet to the Point of Beginning.

AND

D.) That Fractional piece of Section 19, Township 30 South, Range 38 East, Brevard County, Florida described as:

From the Northwest corner of Section 19, Township 30 South, Range 38 East, Brevard County, Florida, run

S88°02'31"E, a distance of 3421.96 feet; thence S46°28'19"W, a distance of 990.70 feet; thence N87°47'11"W, a distance of 1368.60 feet; thence N00°10'08"E, a distance of 72.28 feet; thence N87°47'31"W, a distance of 1337.13 feet to the West line of said Section 19; thence along said West line, run N00°10'08"E, a distance of 622.70 feet to the Point of Beginning.

Being more particularly described as follows:

Begin at 5/8" diameter rebar with cap "Blackmon PSM4889" marking the Northwest corner of Fractional Section 19, Township 30 South, Range 38 East, Brevard County, Florida, said rebar lying N01°02'04"W (basis of bearings is Florida State Plane Coordinate System-Florida East Central Zone), a distance of 96.51 feet from a 4" x 4" concrete monument with disc "LB205-Carter & Assocs", also lying N89°37'10"E, a distance of 2560.73 feet from a 4" x 4" concrete monument stamped "LS3916- Rod Reed PSM", thence from said beginning point, run along the North line of said Fractional 19, N89°33'44"E, a distance of 3599.11 feet to a 5/8" rebar with cap "Blackmon PSM4889" marking the Northeast corner of said Fractional Section 19; said Northeast corner also lying on the Fleming Grant Line; thence along said Fleming Grant Line and the Easterly line of said Fractional Section 3, Fleming Grant; thence continue along said Fleming Grant Line, a distance of 987.11 feet to the Northeast corner of Tax Parcel Tract #1.0 as recorded in Official Records Book 2538, Page 0337 of the Public Records of Brevard County, Florida in said Fractional Section 19; thence along the Northerly line of said Tax Parcel Tract #1.0, run N88°59'42"W, a distance of 1371.49 feet to the intersection of said Northerly line with the Easterly line of Tax Parcel Tract #4.0, as recorded in Official Records Book 2538, Page 0332 of the said Public Records of said Fractional Section 19; thence along the said Easterly line, run N01°02'03"W, a distance of 72.28 feet to the Northeast corner of said Tax Parcel Tract #4.0, thence along the Northerly line of said Tax Parcel Tract #4.0, run N88°59'42"W, a distance of 1337.13 feet to the intersection of said Northerly line with the West line of said Fractional Section 19; thence along said West line, run N01°02'04"W, a distance of 723.02 feet to the Point of Beginning.

PARCEL 4:

A portion of the following parent parcel of real property lying South of Micco Road, Brevard County, Florida:

A parcel of land lying in the Southeast 1/4 of Section 8, Sections 17 and 18, the South 1/2 of Section 18, all in Township 30 South, Range 38 East, Brevard County, Florida and the Southeast 1/4 of Section 13, Township 30 South, Range 37 East, and part of the George Fleming Grant, Plat Book 2, Page 25, Public Records of Brevard County, Florida, being more particularly described as follows: Begin at the Northeast corner of the said Southeast 1/4 of said Section 8; thence run South 00° 05' 44" West, along the East line of said Southeast 1/4, 2676.75 feet to the South right-of-way line of Micco Road; thence South 89° 33' 04" East, along said right-of-way line, a distance of 305.44 feet; thence South 00° 27' 40" West along the center line of a drainage ditch, a distance of 5525.79 feet to a point on the Easterly extension of the South line of said Section 18; thence North 89° 52' 32" West along said Easterly extension, a distance of 7195.59 feet to a 3" iron pipe at the intersection of an old barbed wire fence at the intersection of the South line of said Section 18 and the Northwest line of the said George Fleming Grant; thence continue North 89° 52' 32" West along the South line of said Section 18, a distance of 3421.49 feet to the Southwest corner of said Section 18; thence North 89° 54' 09" West along the South line of said Section 13, Township 30 South, Range 37 East, a distance of 2709.27 feet to the Southwest corner of the Southeast 1/4 of said Section 13; thence run North 00° 08' 46" West, along the West line of the Southeast 1/4 of said Section 13, a distance of 2645.08 feet to the South right-of-way line of Micco Road; thence North 89° 29' 46" East along said South right-of-way line, a distance of 2660.88 feet; thence continue along said South right-of-way line, North 89° 03' 25" East, a distance of 5134.02 feet; thence North 00° 03' 36" along the West line of said Section 17, a distance of 2715.58 feet to the Northwest corner of said Section 17; thence run North 89° 15' 29" East along the North line of said Section 17, a distance of 2659.00 feet to the South 1/4 corner of said Section 8; thence North 00° 10' 27" West along the West line of the Southeast 1/4 of said Section 8, a distance of 2643.82 feet to the center of said Section 8; thence run North 89° 20' 29" East along the North line of the Southeast 1/4 of said Section 8, a distance of 2634.74 feet to the Point of Beginning.

Being more particularly described as follows:

Begin at a 5/8" rebar marking the Northeasternmost corner of lands described above on the South right-of-way line of Micco Road (100' R/W as per 620/793) and run thence (all bearings herein as per Florida State Plane Coordinate System-East Central Zone 1983 Datum) S01°06'22"W, a distance of 5562.67 feet to a point on the North line of those lands as described on ORB 1012, Page 656, Public Records of Brevard County, Florida and run thence N88°57'05"W, along said North line, a distance of 7193.98 feet more or less, to a 3" iron pipe under a 4" strand barbed-wire fence marking the George Fleming Grant Line; thence N45°12'32"E along said Fleming Grant Line, a distance of 247.90 feet to a ½" rebar "Carter" marking the intersection of the South line of Section 18 with the aforesaid Fleming Grant Line; run thence S89°34'08"W, along said South line, a distance of 3594.55 feet to a 5/8" rebar #4889 marking the Southwest corner of aforesaid Section 18, run thence N01°04'46"W, along the West line of aforesaid Section 18, 1285.1388E, a distance of 2574.42 feet, more or less, to the South right-of-way line of aforesaid Micco Road (100' R/W), run thence N89°42'14"E, along said South right-of-way line a distance of 6326.63 feet, more or less to a point on the said South right-of-way line and a point 50 feet East of, by perpendicular measurement beyond the aforesaid Fleming Grant Line (as per ORB 620, Page 793); run thence N44°46'39"E, parallel to and 50 feet East of said Fleming Grant Line, a distance of 3804.48 feet to a turn in said Micco Road; run thence S89°07'38"E, a distance of 1761.09 feet to the said Point of Beginning.

Less and Except the West 1693.37 feet thereof.

Further Less and Except the right-of-way described in Official Records Book 827, Page 34, of the Public Records of Brevard County, Florida.

IN ALL CONTAINING 1132.66 ACRES MORE OR LESS.

CALC FILE

22--082--001 CALC.

REVISIONS	DATE	BY

09/12/22	22-082-001 SURV	DWG. NO.
DATE	DAB	CHECKED BY
MT		
DRAWN/APPROVED BY	N/A	SCALE
SEE NOTE		
FIELD BOOK / PAGE		

ALTA/NSPS LAND TITLE SURVEY  
FOR: PALM BAY LAND GROUP, LLC

ASHTON PARK SOUTH

CITY OF PALM BAY, BREVARD COUNTY, FLORIDA

DENNIS J. LEAVY & ASSOCIATES, INC.

PROFESSIONAL SURVEYORS & MAPPERS  
460 BUSINESS PARK WAY, SUITE B ROYAL PALM BEACH, FL 33411  
PHONE: (561) 753-0650 EMAIL: SURVEY@DJLASURVEY.NET

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JOB NO.

22--082--001 SURV

SHEET 1 OF 8



# ALTA/NSPS LAND TITLE SURVEY

## FOR: PALM BEACH LAND GROUP, LLC

CITY OF PALM BAY, BREVARD COUNTY, FLORIDA

### REPORT OF SURVEY:

- The survey depicted hereon has been classified as a Boundary survey, as defined in Rule 5J–17.050 of the Florida Administrative Code, pursuant to Chapter 472.027, Florida statutes as amended.
- This survey has been prepared in the office of Dennis J. Leavy & Associates, Inc. located at: 460 Business Park Way, Suite B, Royal Palm Beach, Florida, whose certificate of authorization number is LB #6599, and the certifying surveyor's (David A. Bower) license number is LS #5888.
- This survey lies in Section 13, Township 30 South, Range 37 East, fractional Sections 17, 18 and 19, Township 30 South, Range 38 East and the Fleming Grant, City of Palm Bay, Brevard County, Florida.
- Underground apparent use and/or improvements have not been shown unless otherwise noted.
- The description shown hereon is as it appears in the American Land Title Association Commitment For Title Insurance, Issued by First American Title Insurance Company, Issuing Agent Greenberg Traurig, P.A., Issuing Office File Number: Palm Bay Land Group, File No: 1054–6113926, Commitment Date: July 22, 2022 at 8:00 AM.
- This instrument may not be reproduced in part or whole without the written consent of Dennis J. Leavy & Associates Inc.
- Measurements shown hereon are expressed in feet and decimal parts thereof unless otherwise noted.
- Bearings depicted hereon are relative to a line between Brevard County horizontal control monument "Brevard GPS 1075" and "Brevard GPS 5036". Said line being monumented and having a bearing of North 84°26'00" East.
- Calculated bearings, distances and state plane coordinates depicted hereon are based upon the North American Datum of 1983, on the 1990 adjustment for the Florida Transverse Mercator – East Zone.
- By graphic plotting only the subject property lies within Zone A & Zone X, as shown on the U.S. Department of Homeland Security Federal Emergency Management Agency (FEMA) flood insurance rate maps, Map Numbers: 12009C0780G, 12009C0693G and 12009C0785H, Community: City of Palm Bay, Community Number: 120404, Panels: 0780, 0693 and 0785, Suffixes: G (For 12009C0780G and 12009C0693G) and H (For 12009C0785H), Map Revised Dates: March 17, 2014 (For 12009C0780G and 12009C0693G) and January 29, 2021 (For 12009C0785H).
- All dates shown within the revisions block hereon are for interoffice filing use only and in no way affect the date of the field survey stated herein.
- In some instances, graphic representations have been exaggerated to more clearly illustrate relationships between physical improvements and/or lot lines. In all cases, dimensions shown shall control the location of the improvements over scaled positions.
- Date of field survey: September 12th, 2022, as recorded in Field Book 520, Pages 44 through 50, 53, 57 through 80, Field Book 522, Pages 01 through 13 & Field Book 525, Page 53.
- The survey sketch shown hereon does not necessarily contain all of the information obtained or developed by the undersigned surveyor in his field work, office work, or research.
- This survey does not address environmental matters, jurisdictional boundaries or hazardous waste concerns should any of the foregoing exist.
- All distances are U.S. feet.

All of those certain survey related items (Schedule B–Section II, Items 9 through 29) mentioned in the American Land Title Association Commitment For Title Insurance, Issued by First American Title Insurance Company, Issuing Agent Greenberg Traurig, P.A., Issuing Office File Number: Palm Bay Land Group, File No: 1054–6113926, Commitment Date: July 22, 2022 at 8:00 AM, have been shown hereon either graphically or by note form.

#### Schedule B–II

- |          |  |
|----------|--|
| ITEM 9.  | Notice of San Sebastian Drainage District recorded in Book 5616, Page 7224 (Affects the subject property, graphically unplottable).  |
| ITEM 10. | Ordinance No. 2006–11 recorded in Book 5660, Page 3401 (Affects the subject property, graphically unplottable).  |
| ITEM 11. | Easement as set forth in those certain Warranty Deeds recorded in Book 2538, Page 322 (Affects the subject property, graphically unplottable); Book 2538, Page 327 (Affects the subject property, as graphically depicted hereon); Book 2538, Page 332 (Affects the subject property, as graphically depicted hereon) and Book 2538, Page 337 (Affects the subject property, as graphically depicted hereon).  |
| ITEM 12. | Easement as set forth in that certain Order of Taking recorded in Book 5826, Page 3492 (Affects the subject property, as graphically depicted hereon).   |
| ITEM 13. | Easement granted to Houston Texas Gas and Oil Corporation, a Delaware corporation by instrument recorded in Book 211, Page 361 (Affects the subject property, graphically unplottable).  |
| ITEM 14. | Easement as set forth in that certain Order of Taking recorded in Book 5862, Page 3364 (Unable to determine the affect on the subject property, the document as recorded in Book 5862, Page 3364 is a Mortgage Modification and Spreading Agreement).  |
| ITEM 15. | Easement as set forth in that certain Order of Taking recorded in Book 200, Page 345 (Note: comitment notes Book 200, Page 343) (Affects the subject property, graphically unplottable due to insufficient geometrical data).  |
| ITEM 16. | Easement granted to Florida Gas Transmission Company, a Delaware corporation by instrument recorded in Book 740, Page 921 (Affects the subject property, graphically unplottable due to insufficient geometrical data).  |
| ITEM 17. | Easement granted to Hugh Corrigan, Sr. and C. E. Corrigan, his wife by instrument recorded in Book 847, Page 948 (Affects the subject property, graphically unplottable due to insufficient geometrical data).   |
| ITEM 18. | Easement granted to Hugh Corrigan, Sr. and C. E. Corrigan, his wife by instrument recorded in Book 1011, Page 324 (Affects the subject property, graphically unplottable due to conflicting calls in description).   |
| ITEM 19. | Terms and Conditions of that certain Agreement Establishing Boundary Line by and between MLCI Investments, Ltd., a Florida limited partnership; David Lee, L.L.C., a Florida limited liability company; Brevard Property Holdings, LLC, a Florida limited liability company; Brevard 270, LLC, a Florida limited liability company and St. Johns River Water Management District, recorded on September 21, 2005 in Book 5537, Page 2752 (Affects the subject property, as graphically depicted hereon). |
| ITEM 20. | Terms and Conditions of that certain Flowage and Water Structure Agreement by and between St. Johns River Water Management District and Micco Farm and Grove, Inc., a Florida corporation, recorded on December 17, 2003 in Book 5148, Page 2775 (Affects the subject property, graphically unplottable).  |
| ITEM 21. | Easement as set forth in that certain Order of Taking recorded in Book 5826, Page 3343 (Affects the subject property, as graphically depicted hereon).   |
| ITEM 22. | Terms and Conditions of that certain Memorandum of Tenants in Common Agreement by and between David Lee, L.L.C., a Florida limited liability company and MLCI Realty, Ltd., a Florida limited partnership, recorded on November 18, 2004 in Book 5385, Page 5359 (Affects the subject property, graphically unplottable).  |

- ITEM 23. Oil, gas and mineral reservations contained in Deed from C. B. Moak and Julia R. Moak, his wife; J. Arthur Pancoast and Alice A. Pancoast, his wife; C. B. Moak and J. Arthur Pancoast, Copartners, doing business as Circle F. Ranch to Hugh Corrigan, recorded in Deed Book 348, Page 334 (Unable to determine the affect on the subject property, Deed is illegible)
- ITEM 24. Oil, gas and mineral reservations contained in Deed from Hugh Corrigan and C. E. Corrigan, husband and wife to J. Pat Corrigan and Patricia Porter Corrigan, his wife, recorded in Book 507, Page 432 (Affects the subject property, graphically unplottable).
- ITEM 25. Oil, gas and mineral reservations contained in Deed from J. Pat Corrigan and Patricia Porter Corrigan, his wife to Hugh Corrigan, an undivided one–half interest and C. E. Corrigan, as to an undivided one–half interest, as tenants in common, recorded in Book 507, Page 434 (Unable to determine the affect on the subject property, Deed is illegible).
- ITEM 26. Reservations unto the State of Florida for oil, gas and minerals and 200 foot State Road Right of Way as contained in Deed recorded in Deed Book 283, Page 527 (Unable to determine the affect on subject property, Deed is illegible).
- ITEM 27. Easement granted to Houston Texas Gas and Old Corporation, a Delaware corporation by instrument recorded in Book 161, Page 369 (Affects the subject property, graphically unplottable)..
- ITEM 28. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Fleming Grant, as recorded in Plat Book 1, Page(s) 72 – 74, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c) (Affects the subject property, graphically unplottable).
- ITEM 29. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of A. A. Berry's Plat of certain lands in the George Fleming Grant, as recorded in Plat Book 2, Page(s) 25, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c) (Affects the subject property, graphically unplottable).

Note: All of the recording information contained herein refers to the Public Records of BREVARD County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Record Books of said county, unless indicated to the contrary.

### LEGEND:

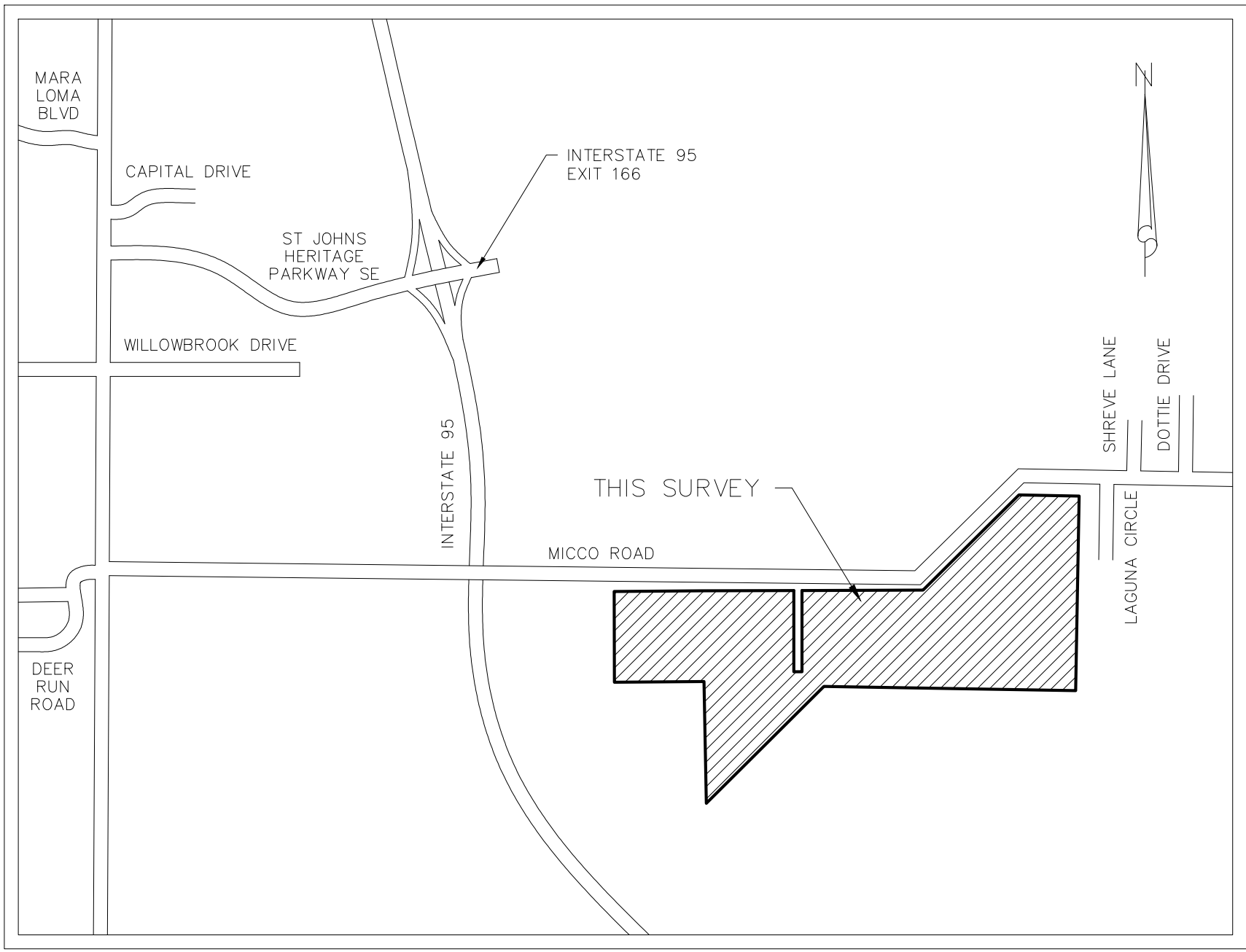
(C)	CALCULATED
(CFT)	CALCULATED FIELD TRAVERSED
(CRB)	CORRIGAN RANCH
	BOUNDARY SURVEY AND MEAN
	HIGH WATER SURVEY
	BREVARD COUNTY, FLORIDA
	PREPARED BY CARTER ASSOCIATES, INC.
	PROJECT NO. 94–5345
	DATED 7/26/95
(D)	DESCRIPTION
B.C.P.R.	BREVARD COUNTY PUBLIC RECORDS
℄	CENTERLINE
E	EAST
LB	LICENSED BUSINESS
LS	LICENSED SURVEYOR
N	NORTH
O.R.B.	OFFICIAL RECORDS BOOK
P.B.	PLAT BOOK
PG.	PAGE
RNG	RANGE
SEC	SECTION
TWN	TOWNSHIP

### SYMBOL LEGEND:

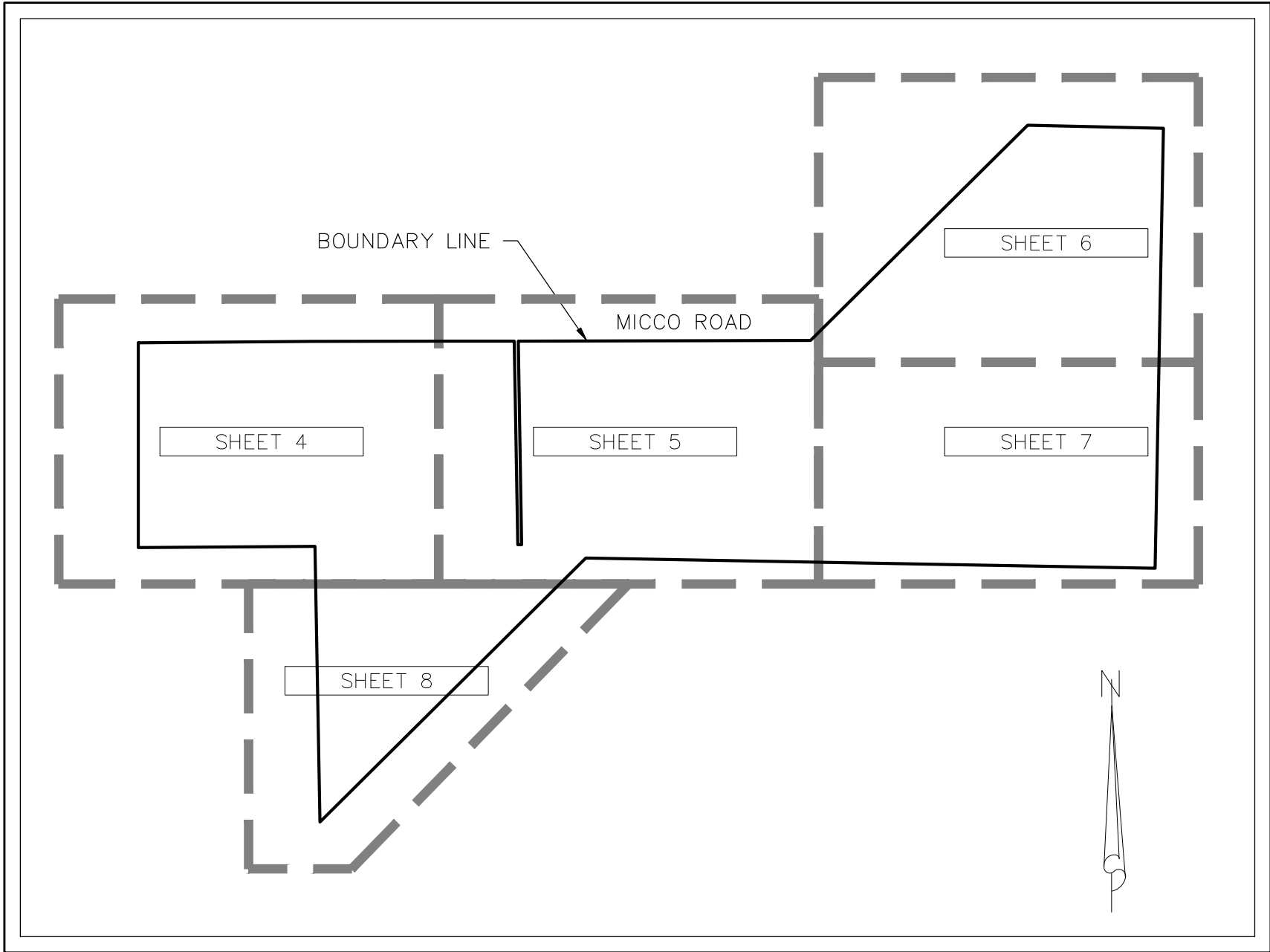
○ BOL	BOLLARD
○ COM	COMMUNICATIONS RISER
⚡	CONCRETE POWERPOLE
○ GAS	GAS RISER
⚡	POWER POLE ANCHOR
⚡	SIGN
⚡	WOOD POWER POLE

### COORDINATE TRANSLATION DATA:

- COORDINATES SHOWN ARE GRID
- DATUM = NAD 83 1990 ADJUSTMENT
- ZONE = FLORIDA EAST
- LINEAR UNIT = US SURVEY FEET
- COORDINATE SYSTEM 1983 STATE PLANE TRANSVERSE MERCATOR PROJECTION
- ALL DISTANCES ARE GROUND (UNLESS OTHERWISE NOTED)
- SCALE FACTOR: 0.99996374
- GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE



LOCATION MAP  
NOT TO SCALE

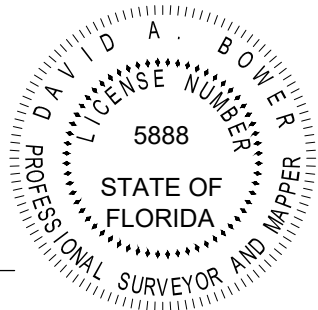


SHEET KEY MAP  
NOT TO SCALE

### CERTIFICATION:

This is to certify that this survey is classified as a Boundary survey as defined in rule 5J–17.050 of the Florida Administrative Code, pursuant to Chapter 472.027, Florida Statutes as amended and was made in accordance with the 2021 minimum detail requirements for ALTA/NSPS land title surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 7(a), 8 & 11 of table A thereof. The field work was completed on September 12th, 2022.

Dated: September 12th, 2022



DAVID A. BOWER  
STATE OF FLORIDA  
PROFESSIONAL SURVEYOR & MAPPER No. LS 5888

CALC FILE

22–082–001 CALC

REVISIONS	DATE	BY

09/12/22	22–082–001 SURV
DATE	DWG. NO.
MT	DAB
DRAWN/APPROVED BY	CHECKED BY
SEE NOTE	N/A
FIELD BOOK / PAGE	SCALE

ALTA/NSPS LAND TITLE SURVEY  
FOR: PALM BAY LAND GROUP, LLC

ASHTON PARK SOUTH

CITY OF PALM BAY, BREVARD COUNTY, FLORIDA

DENNIS J. LEAVY & ASSOCIATES, INC.

PROFESSIONAL SURVEYORS & MAPPERS

460 BUSINESS PARK WAY, SUITE B, ROYAL PALM BEACH, FL 33411

PHONE: (561) 753-0650 EMAIL: SURVEY@DJLASURVEY.NET

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JOB NO.

22–082–001 SURV

SHEET 2 OF 8



# ALTA/NSPS LAND TITLE SURVEY

FOR: PALM BEACH LAND GROUP, LLC

CITY OF PALM BAY, BREVARD COUNTY, FLORIDA

CALC FILE

22-082-001 CALC

DATE BY

REVISIONS

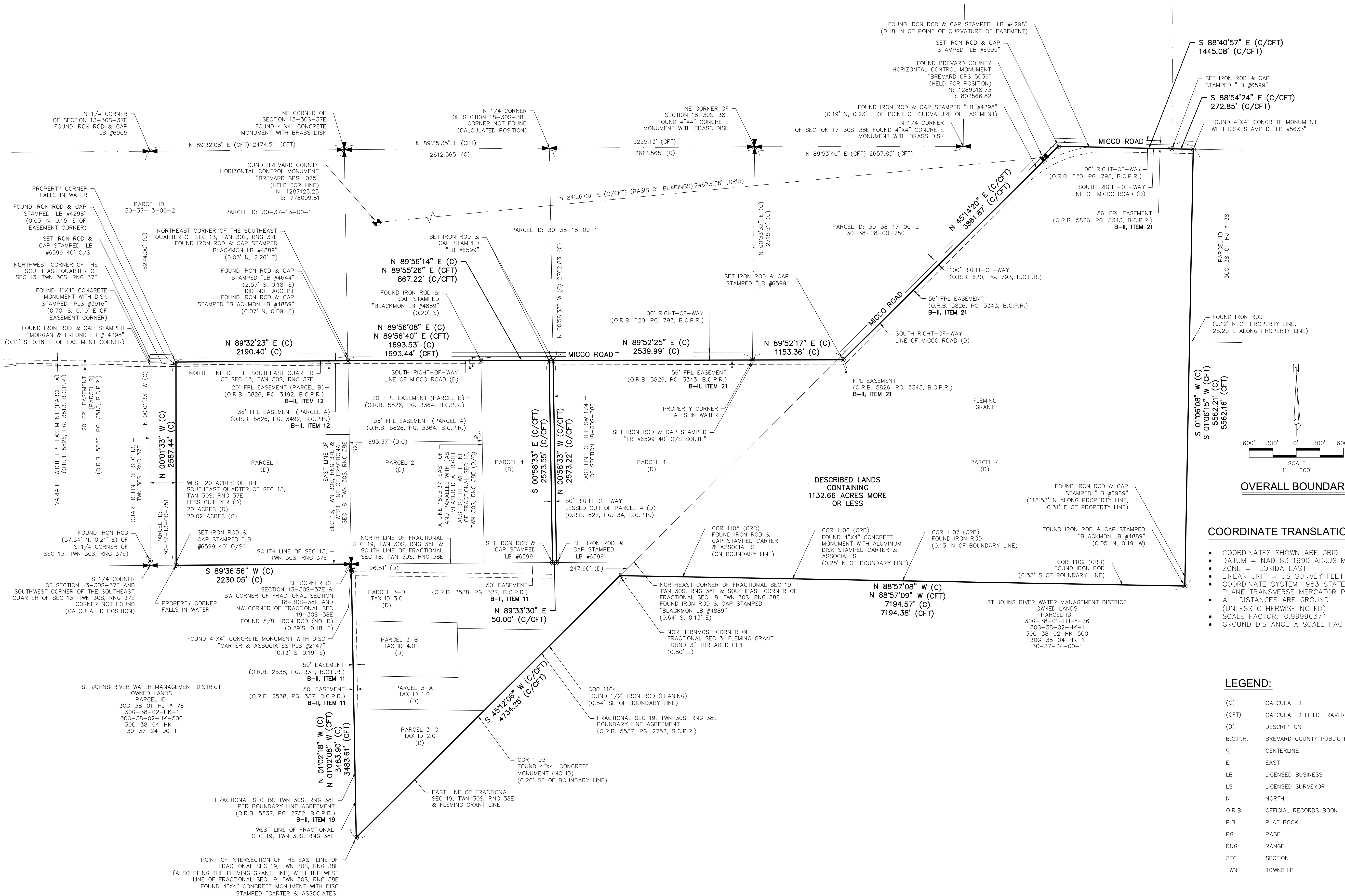
22-082-001 SURV  
DWG. NO.  
DAB

09/12/22  
DATE  
MT  
DRAWN/APPROVED BY  
SEE NOTE

ALTA/NSPS LAND TITLE SURVEY  
FOR: PALM BAY LAND GROUP, LLC  
ASHTON PARK SOUTH  
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JOB NO.  
22-082-001 SURV  
SHEET 3 OF 8





# ALTA/NSPS LAND TITLE SURVEY

FOR: PALM BEACH LAND GROUP, LLC  
CITY OF PALM BAY, BREVARD COUNTY, FLORIDA

CALC FILE

22-082-001 CALC

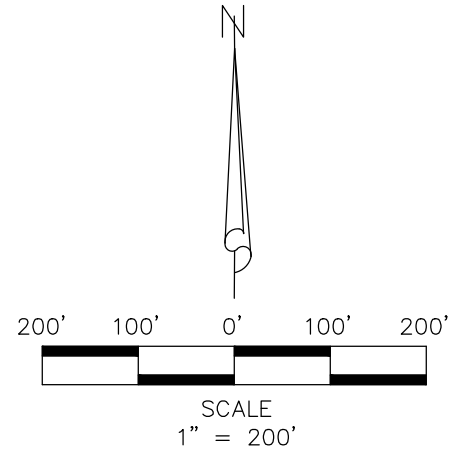
REVISIONS	DATE	BY

22-082-001 SURV	DATE
DWG. NO.	09/12/22
DAB	DATE
CHECKED BY	MT
1"=200'	DATE
FIELD BOOK / PAGE	SEE NOTE

ALTA/NSPS LAND TITLE SURVEY  
FOR: PALM BEACH LAND GROUP, LLC  
ASHTON PARK SOUTH  
CITY OF PALM BAY, BREVARD COUNTY, FLORIDA

DENNIS J. LEAVY & ASSOCIATES, INC.  
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JOB NO.  
22-082-001 SURV  
SHEET 4 OF 8

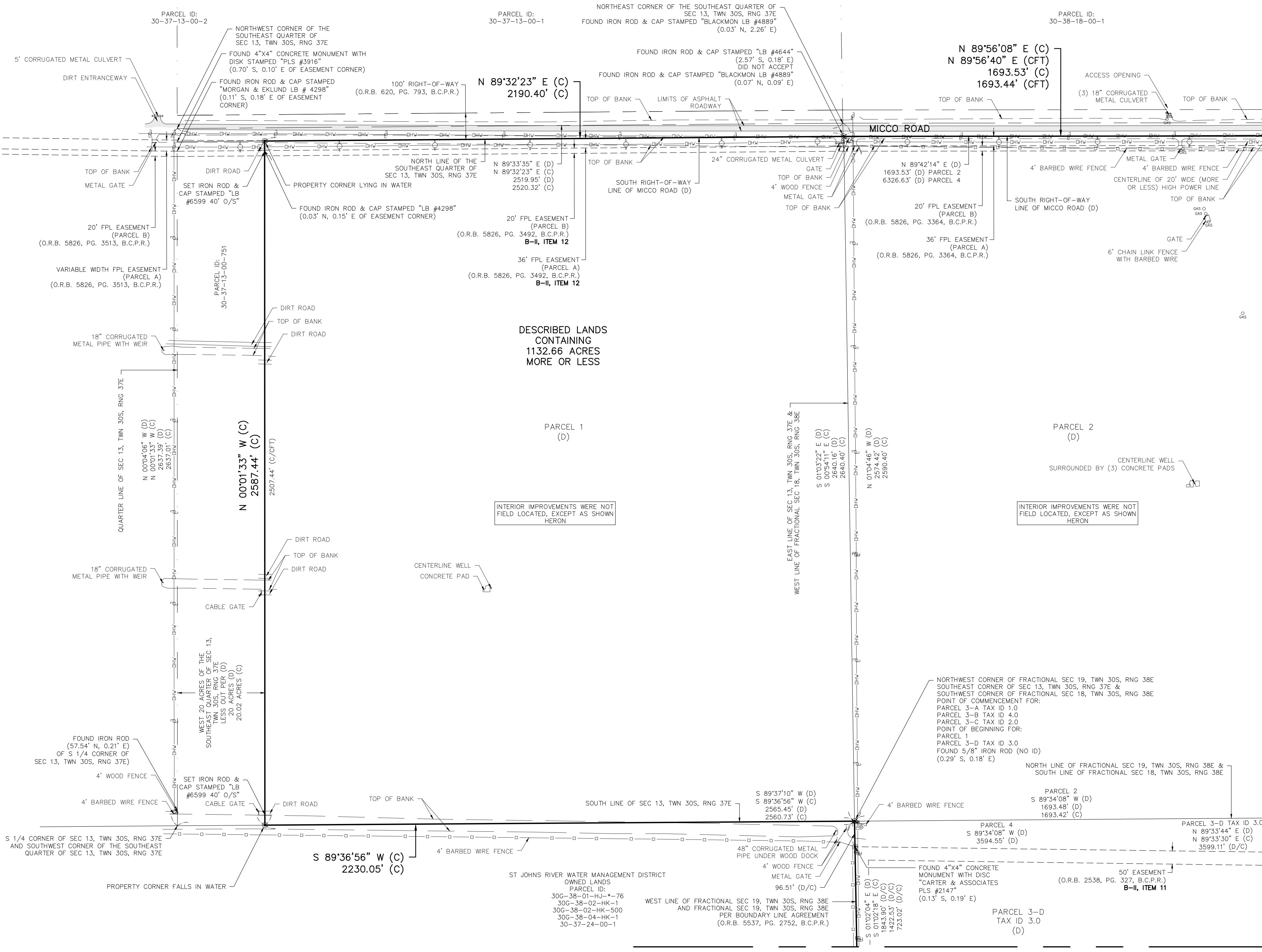


## LEGEND:

(C)	CALCULATED
(CFT)	CALCULATED FIELD TRAVERSED
(D)	DESCRIPTION
B.C.P.R.	BREVARD COUNTY PUBLIC RECORDS
CL	CENTERLINE
E	EAST
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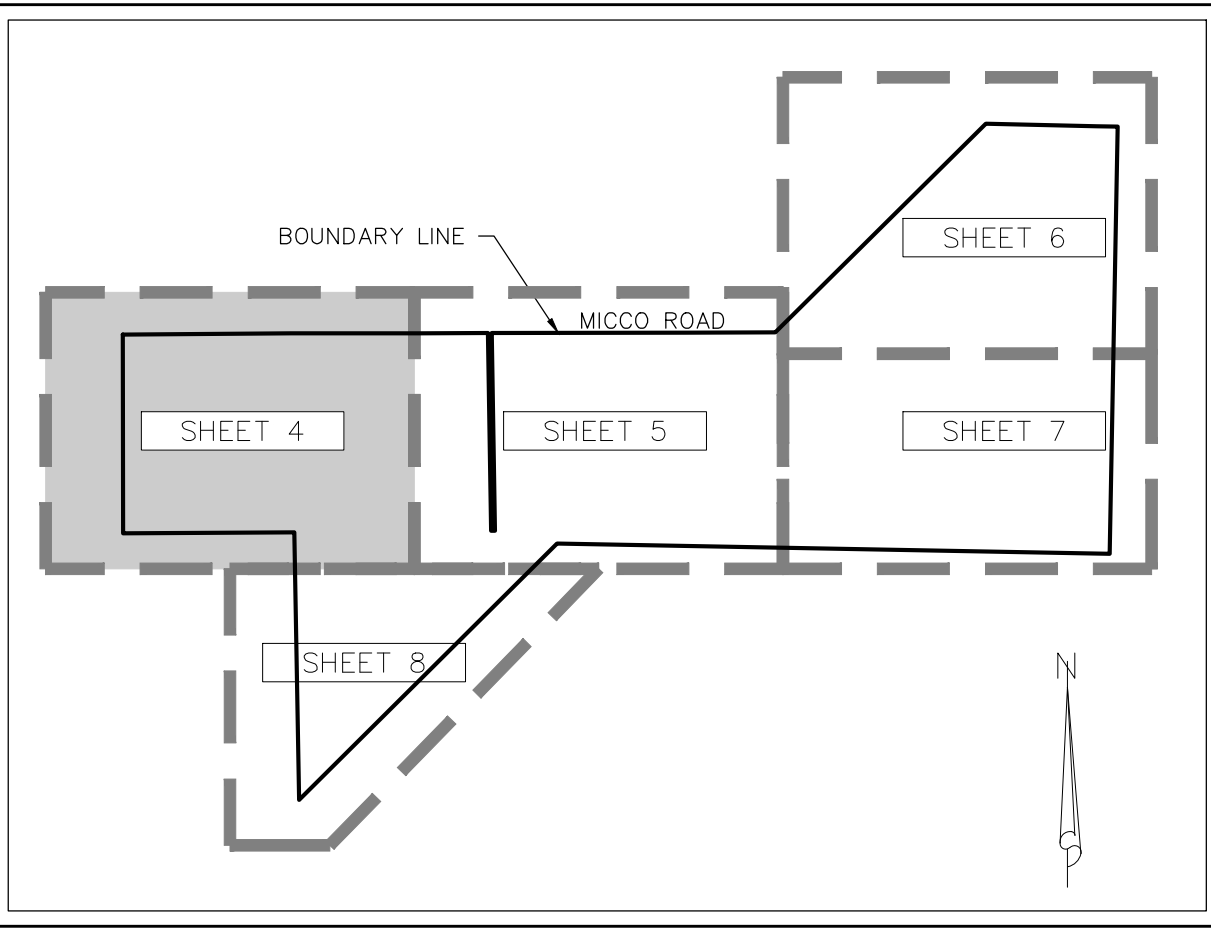
## SYMBOL LEGEND:

○ BOL	BOLLARD
○ COM	COMMUNICATIONS RISER
⋈	CONCRETE POWERPOLE
○ GAS	GAS RISER
—	POWER POLE ANCHOR
—	SIGN
—	WOOD POWER POLE



MATCHLINE SEE SHEET 5

MATCHLINE SEE SHEET 8

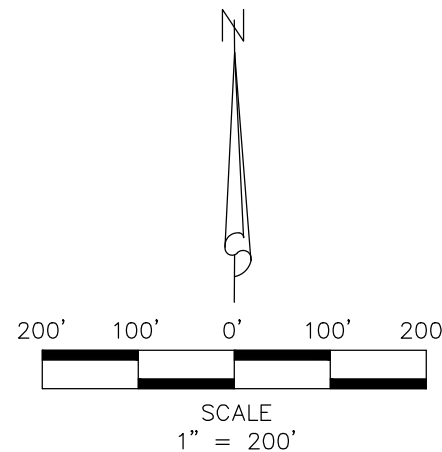


SHEET KEY MAP  
NOT TO SCALE



ALTA/NSPS LAND TITLE SURVEY

FOR: PALM BEACH LAND GROUP, LLC  
CITY OF PALM BAY, BREVARD COUNTY, FLORIDA

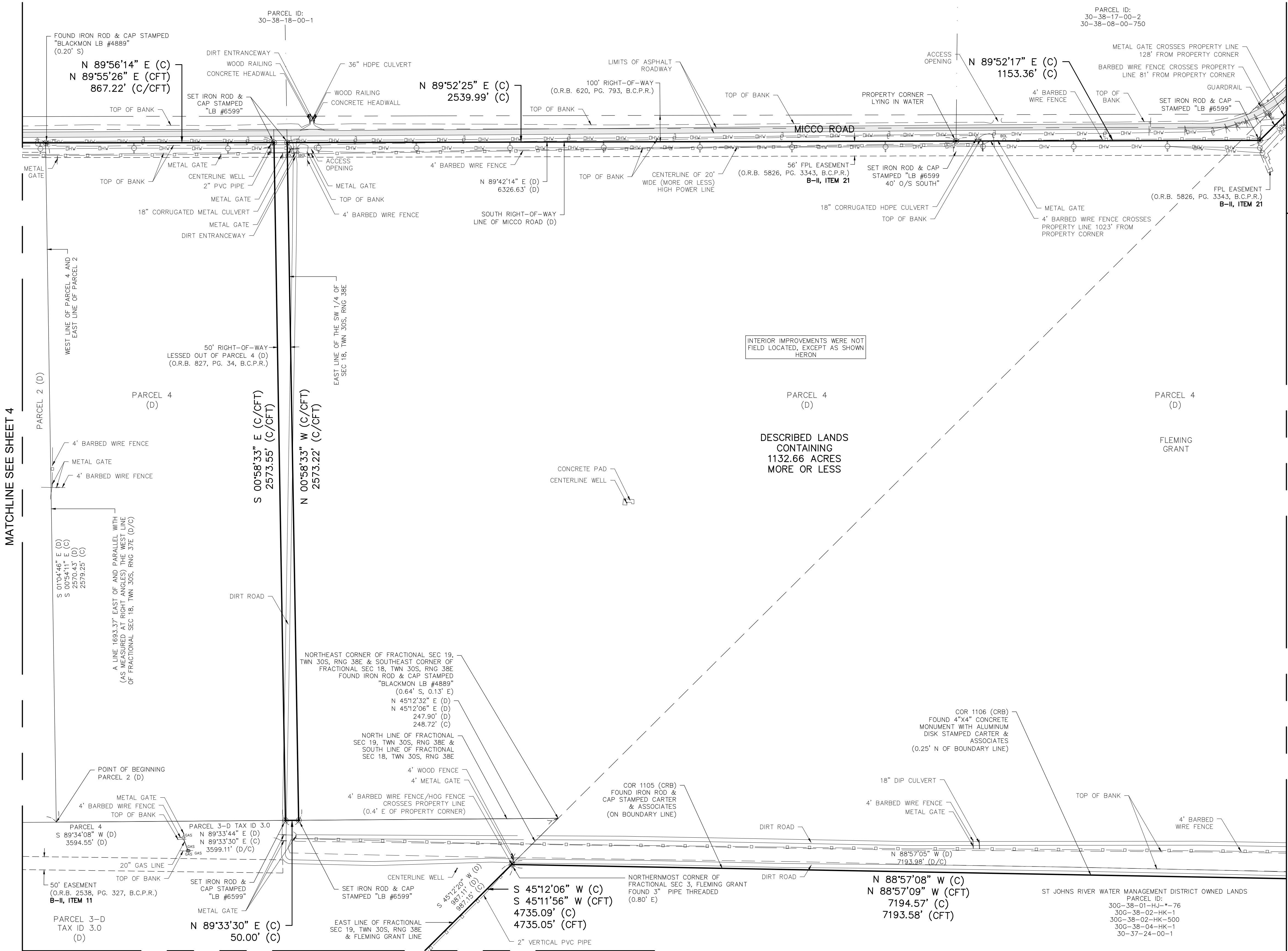


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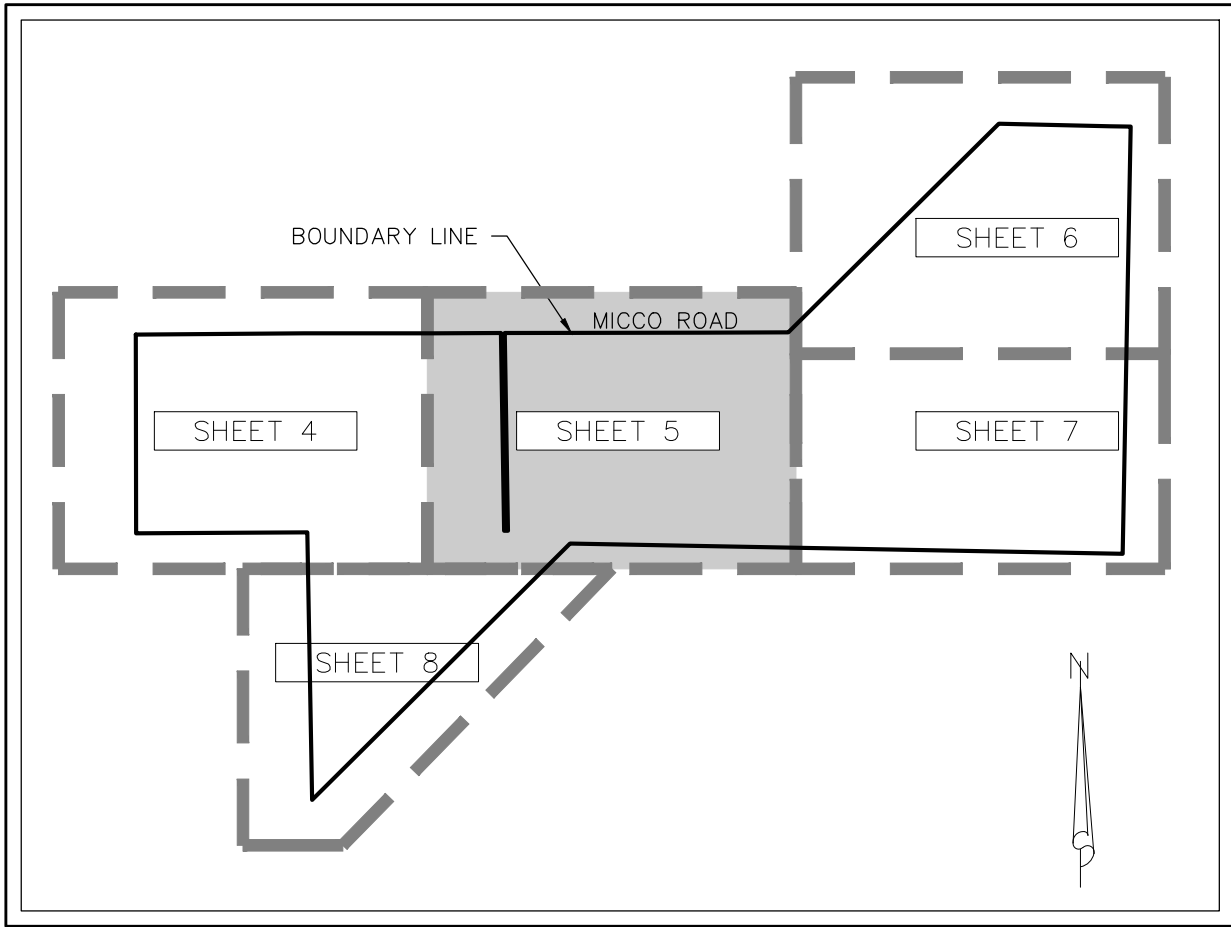
SYMBOL LEGEND:

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○ COM	COMMUNICATIONS RISER
⬮	CONCRETE POWERPOLE
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⬮	POWER POLE ANCHOR
⬮	SIGN
⬮	WOOD POWER POLE



MATCHLINE SEE SHEET 6

MATCHLINE SEE SHEET 7



SHEET KEY MAP  
NOT TO SCALE

CALC FILE

22-082-001 CALC

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09/12/22	22-082-001 SURV
DATE	DWG. NO.
MT	DAB
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SEE NOTE	1"=200'
FIELD BOOK / PAGE	SCALE

ALTA/NSPS LAND TITLE SURVEY

FOR: PALM BAY LAND GROUP, LLC

ASHTON PARK SOUTH

CITY OF PALM BAY, BREVARD COUNTY, FLORIDA

DENNIS J. LEAVY & ASSOCIATES, INC.

PROFESSIONAL SURVEYORS & MAPPERS

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JOB NO.

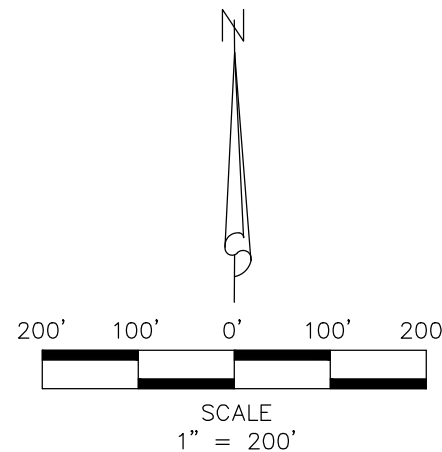
22-082-001 SURV

SHEET 5 OF 8



ALTA/NSPS LAND TITLE SURVEY

FOR: PALM BEACH LAND GROUP, LLC  
CITY OF PALM BAY, BREVARD COUNTY, FLORIDA

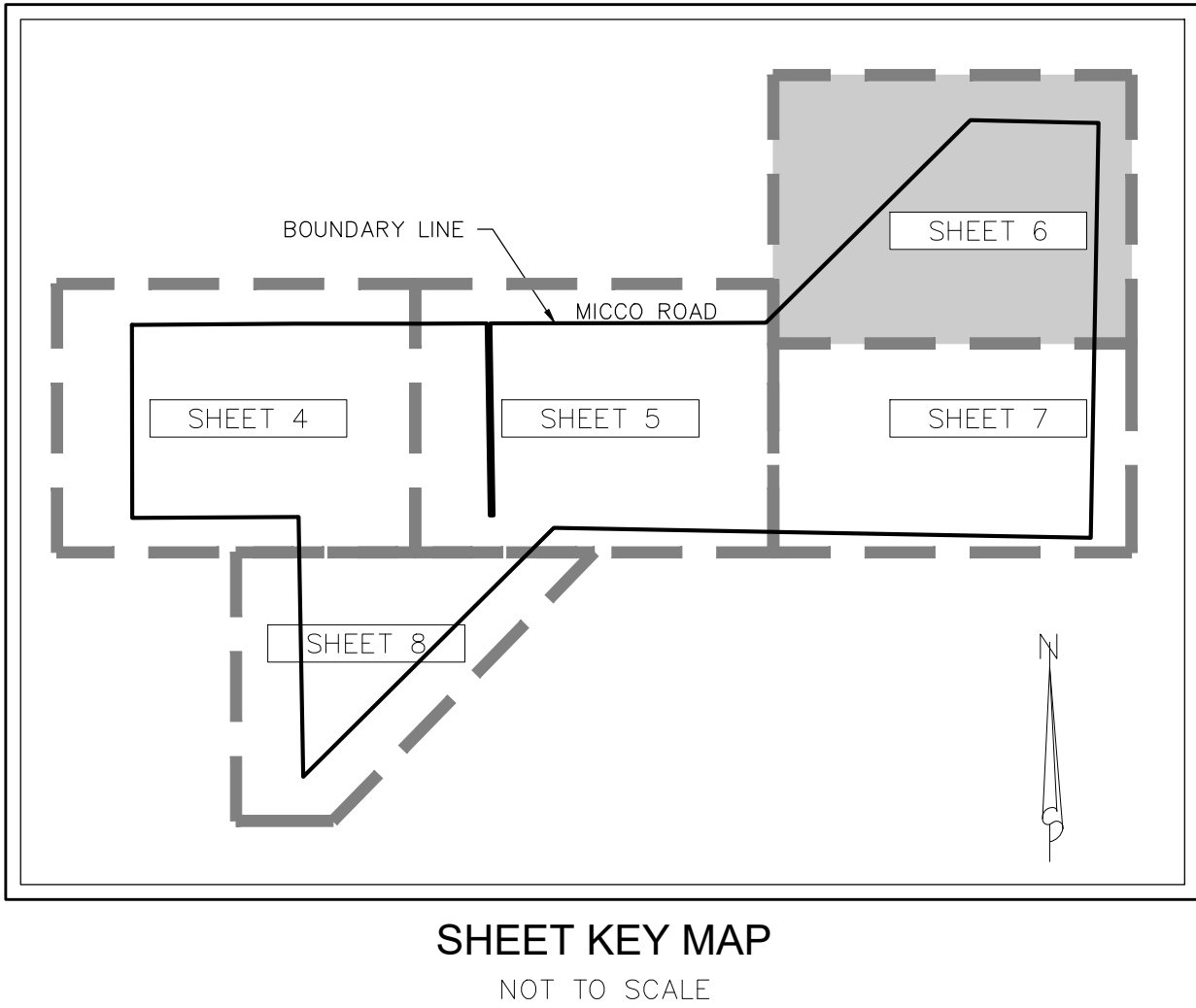
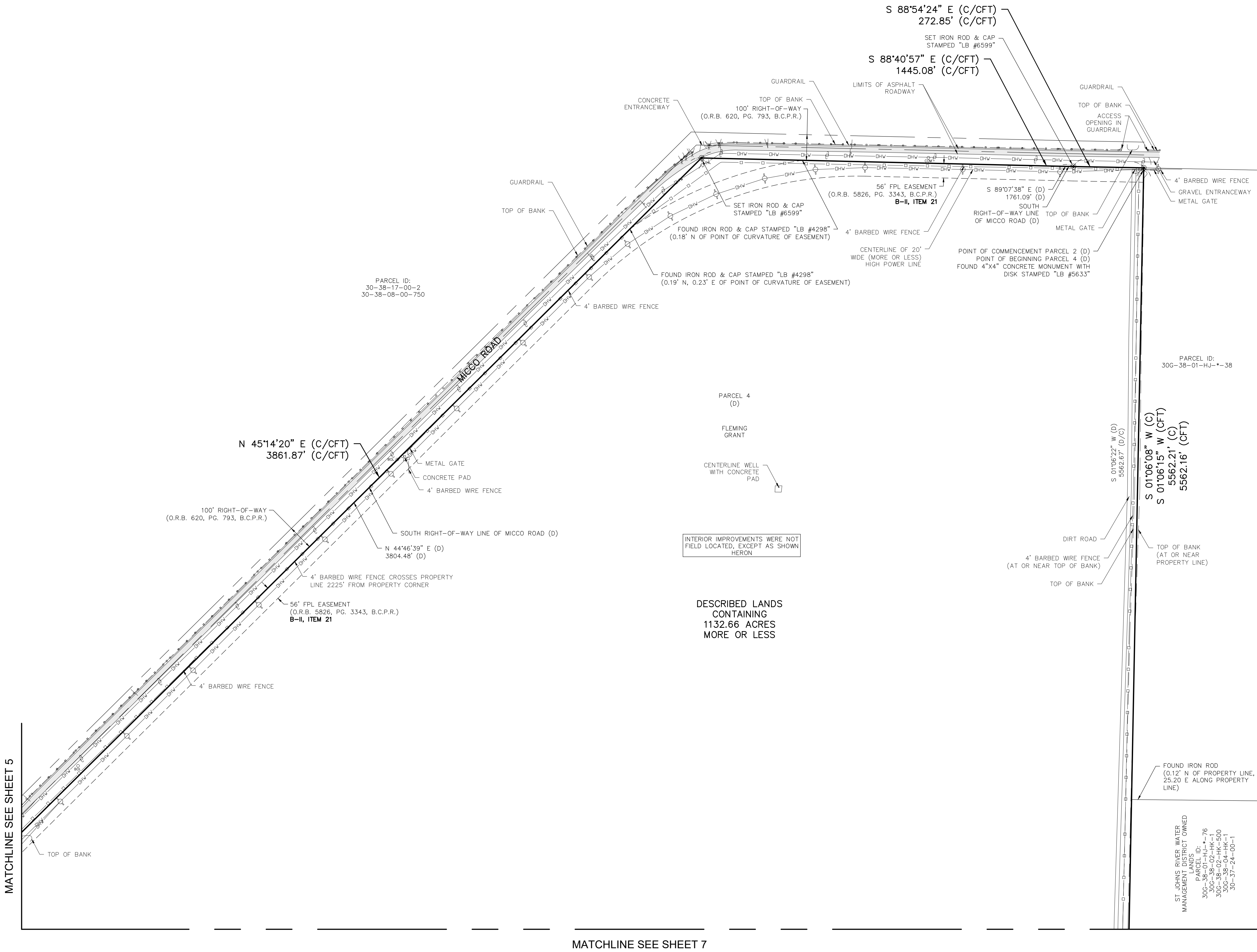


LEGEND:

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CALC FILE  
22-082-001 CALC.

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ALTA/NSPS LAND TITLE SURVEY  
FOR: PALM BAY LAND GROUP, LLC  
ASHTON PARK SOUTH  
CITY OF PALM BAY, BREVARD COUNTY, FLORIDA

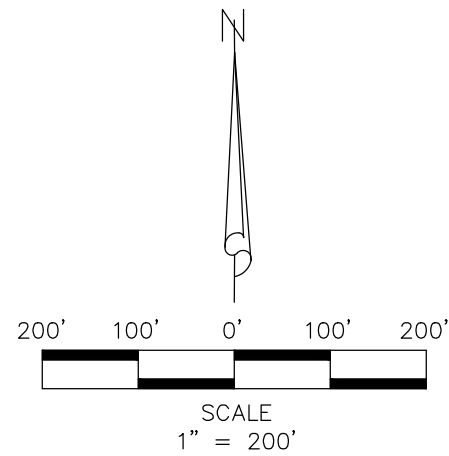
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JOB NO.  
22-082-001 SURV  
SHEET 6 OF 8



ALTA/NSPS LAND TITLE SURVEY

FOR: PALM BEACH LAND GROUP, LLC  
CITY OF PALM BAY, BREVARD COUNTY, FLORIDA



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○ GAS	GAS RISER
←	POWER POLE ANCHOR
⊖	SIGN
⊙	WOOD POWER POLE

MATCHLINE SEE SHEET 6

DESCRIBED LANDS  
CONTAINING  
1132.66 ACRES  
MORE OR LESS

INTERIOR IMPROVEMENTS WERE NOT  
FIELD LOCATED, EXCEPT AS SHOWN  
HEREON

TOP OF BANK  
4' BARBED WIRE FENCE  
(AT OR NEAR TOP OF BANK)  
DIRT ROAD  
TOP OF BANK  
(AT OR NEAR  
PROPERTY LINE)

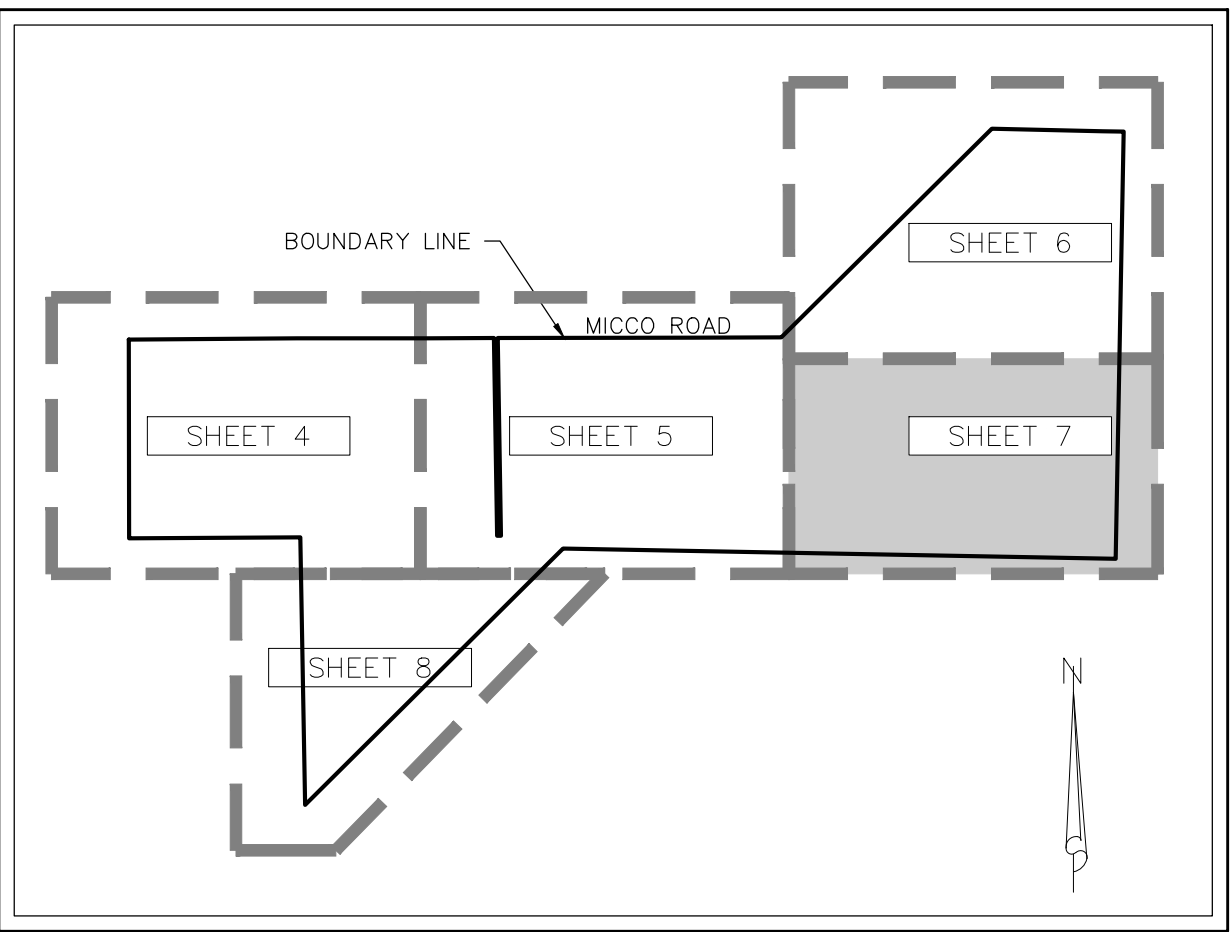
S 01°06'22" W (D)  
5562.67' (D/C)  
S 01°06'08" W (C)  
S 01°06'15" W (CFT)  
5562.21' (C)  
5562.16' (CFT)

ST. JOHNS RIVER WATER  
MANAGEMENT DISTRICT OWNED  
LANDS  
PARCEL ID:  
30G-38-01-HJ-1-76  
30G-38-02-HK-500  
30G-38-02-HK-500  
30G-38-04-HK-1  
30-37-24-00-1

FOUND IRON ROD & CAP  
STAMPED "LB #6969"  
(117.59' N, 0.31' E OF  
PROPERTY LINE)

FOUND IRON ROD &  
CAP STAMPED  
"BLACKMON LB #4889"  
(0.95' S, 0.21' W)  
DID NOT ACCEPT  
SET IRON ROD & CAP  
STAMPED "LB #6599"

(2) 48"  
CORRUGATED  
METAL CULVERTS



SHEET KEY MAP  
NOT TO SCALE

REVISIONS	DATE	BY

09/12/22	22-082-001 SURV
DATE	DWG. NO.
MT	DAB
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SEE NOTE	1"=200'
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ALTA/NSPS LAND TITLE SURVEY  
FOR: PALM BAY LAND GROUP, LLC

ASHTON PARK SOUTH

CITY OF PALM BAY, BREVARD COUNTY, FLORIDA

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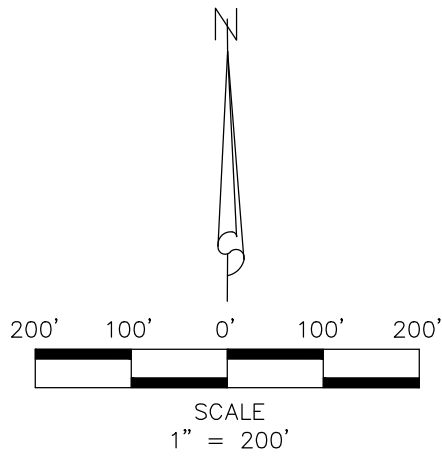
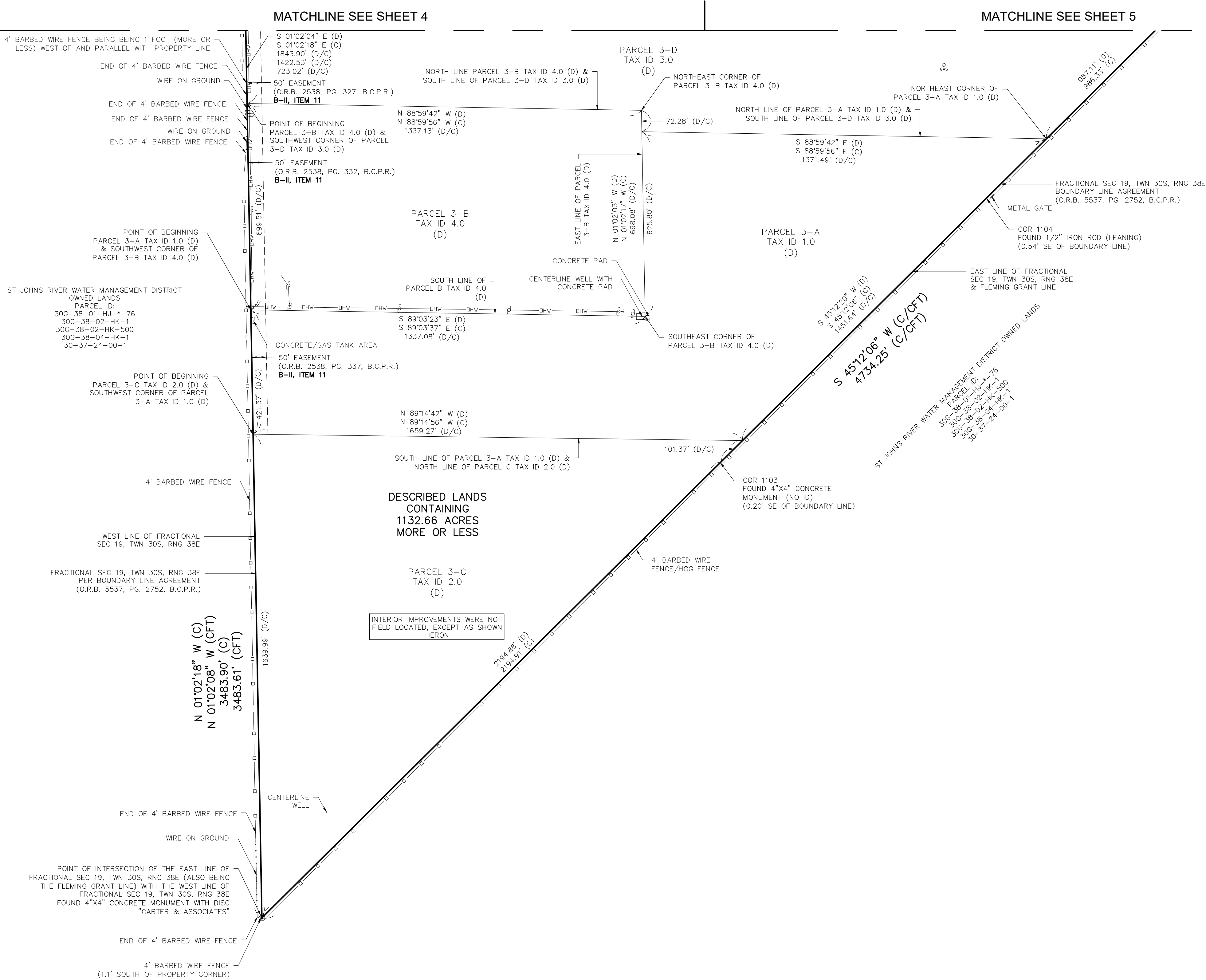
JOB NO.

22-082-001 SURV  
SHEET 7 OF 8



ALTA/NSPS LAND TITLE SURVEY

FOR: PALM BEACH LAND GROUP, LLC  
CITY OF PALM BAY, BREVARD COUNTY, FLORIDA

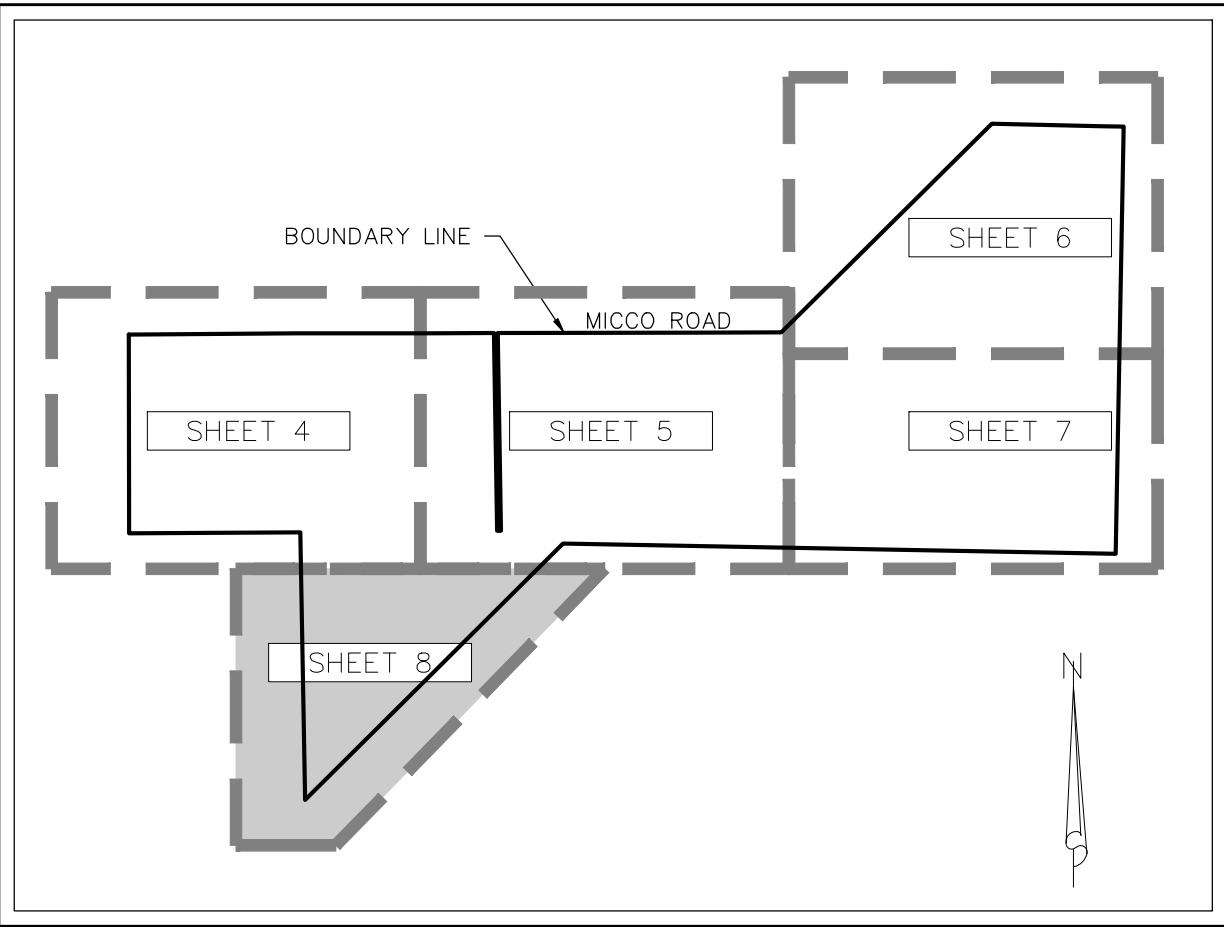


LEGEND:

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(CFT) CALCULATED FIELD TRAVERSED  
(D) DESCRIPTION  
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CL CENTERLINE  
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LB LICENSED BUSINESS  
LS LICENSED SURVEYOR  
N NORTH  
O.R.B. OFFICIAL RECORDS BOOK  
P.B. PLAT BOOK  
PG. PAGE  
RNG RANGE  
SEC SECTION  
TWN TOWNSHIP

SYMBOL LEGEND:

- BOL BOLLARD  
○ COM COMMUNICATIONS RISER  
◇ CONCRETE POWERPOLE  
○ GAS GAS RISER  
← POWER POLE ANCHOR  
— SIGN  
⊙ WOOD POWER POLE



SHEET KEY MAP  
NOT TO SCALE

CALC FILE  
22-082-001 CALC.

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JOB NO.  
22-082-001 SURV  
SHEET 8 OF 8



## Ashton Park

**Citizen Participation Plan:** (As required by Ordinance 2006-45, City of Palm Bay, Florida)

**Date:** 1/17/2023

**Applicant:** Construction Engineering Group, LLC

**Development:** Development seeking approval of a Comprehensive Plan Amendment

**Site:** BCPA Parcel IDs: 30-37-13-00-750; 30-38-19-00-1; 30-38-17-00-1; 30-38-19-00-2; 30-38-19-00-3; 30-38-19-00-4; 30-38-18-00-751; 30G-38-01-HJ-\*-4.01; 30G-38-02-HK-2; 30-38-18-00-750 along with 30-38-08-00-750; 30-38-17-00-2; 30G-38-01-HJ-\*-4-02; 30-38-08-00-751

**Owners:** MLCI Investments LTD; Brevard 270 LLC; David Lee LLC; Brevard Property Holdings, LLC; MLCI Realty II, LLC ; MLCI Realty LTD; L & L Collections LLC; William H Lee Revocable Trust; Tiffany Dismukes Floyd

The following information reflects the plan of the Applicant to notify interested parties of its pending application with the City of Palm Bay for the proposed development of this site, as described above; and to facilitate an open dialogue with such parties and attempt to address their concerns.

### Persons Notified Directly:

All persons or businesses residing within a 500' radius of the corners of the property (as provided by the Brevard County Property Appraiser's Office) was notified by USPS mail.

### Public Meeting:

- One neighborhood community meeting was held where the current proposed site exhibit will be made available to the attending public to view to provide information about the proposal.
- The City of Palm Bay Growth Management Department was sent an invitation to attend the meeting.
- All attendees were requested to provide their name and email address. One attendee did not want to provide their name or contact information
  - A copy of the sign in sheet is attached.
- Minutes of the meeting were taken and they are as follows:
  - Attendee asked when utilities would be installed. CEG responded that the construction plans would need to be approved and they would then be installed during construction.
  - Attendee asked where the utilities would be located. CEG responded utility locations have not been designed yet as we are in conceptual planning phase.
  - Attendee asked if there would be a connection to SJ Heritage Park to Micco Road. CEG responded there could be a connection with another project, but there are no plans for the connection with the Ashton Park development.
  - Attendee asked who the contractor would be. CEG responded there has not been a contractor selected yet.
  - Attendee asked if there would be any impact to the EELS. CEG responded development will not be allowed to encroach into the EELS.

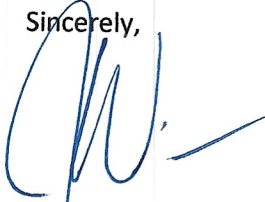




## Ashton Park

The applicant acknowledges that upon completion of the process described above, it is required to submit this Citizen Participation Report to the Growth Management Department at least five days prior to the City's first public hearing or final administrative review.

Sincerely,



Jake T. Wise, PE  
Principal Civil Engineer - Construction Engineering Group, LLC





# SIGN IN SHEET

<u>Name</u>	<u>Address</u>	<u>Email</u>	<u>Phone #</u>
Teresa Flamm	for Wheeler Cos.	teresa@flammrealestate.com	321-863-8498
Rusty Bannack	P.O. Box 1266 Vero Beach	rbannack@ bellswt.net	772-473-9516
Dylan Flamm	P.O. Box 69 Vero Beach		772-473-7501





## LAND DEVELOPMENT DIVISION

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

[Landdevelopmentweb@palmbayflorida.org](mailto: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:

- ☐ **Small Scale** (50 acres or Less) ☐ **Text Amendment** (Comp. Plan)
- ☒ **Large Scale** (More than 50 acres)

### PARCEL ID(S):

30-37-13-00-750; 30-38-19-00-1; 30-38-17-00-1; 30-38-19-00-2; 30-38-19-00-3; 30-38-19-00-4;  
30-38-18-00-751; 30G-38-01-HJ-\*4.01; 30G-38-02-HK-2; 30-38-18-00-750 along with 30-38-08-00-750;  
30-38-17-00-2; 30G-38-01-HJ-\*4.02; 30-38-08-00-751

### TAX ACCOUNT NUMBER(S):

3000721; 3007870; 3007867; 3007871; 3007872; 3007873; 3010496; 3008614; 3008618; 3007869 along with  
3001886; 3010494; 3010495; 3017583

### 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):

+/-1,435.36



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

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

MPVD (City) and RES 1 (County)

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

Mixed Use

**PRESENT USE OF PROPERTY:**

Nursery (vacant), grazing land, one single family home

**STRUCTURES LOCATED ON THE PROPERTY:** Single family home; pole barn

**REZONING FILED IN CONJUNCTION WITH THIS APPLICATION:** No

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

See attached

**SPECIFIC USE INTENDED FOR PROPERTY:**

Master planned mixed use development with varying types of residential, commercial/ industrial flex space, a downtown district

**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)



CITY OF PALM BAY, FLORIDA

COMPREHENSIVE PLAN OR FUTURE LAND USE MAP AMENDMENT APPLICATION

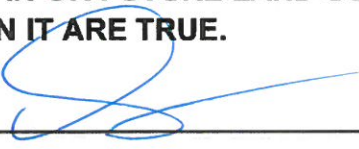
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- ☐ **Where the property owner is not the representative for the request, a [LETTER](#) must be attached giving the notarized consent of the property owner(s) to a representative.**

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

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** 8-9-22

**Printed Name** David Logan - MLCI Investments, Ltd.

**Full Address** 313 65th Trail North, West Palm Beach, FL 33413

**Telephone** (561) 686-3948 **Email** DavidL@Murraylogan.com

**\*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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**Printed Name** David Logan - Brevard 270, LLC

**Full Address** 313 65th Trail North, West Palm Beach, FL 33413

**Telephone** (561) 686-3948 **Email** DavidL@Murraylogan.com

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**CITY OF PALM BAY, FLORIDA**

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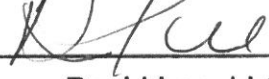
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**Owner Signature**  **Date** 8/11/22  
**Printed Name** David Lee - David Lee, LLC  
**Full Address** c/o Dan Logan, Esq. 360 Columbia Drive, Suite 100, West Palm Beach, FL 33409  
**Telephone** (561) 444-3336 **Email** Dan@tkl-law.com

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**CITY OF PALM BAY, FLORIDA**

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

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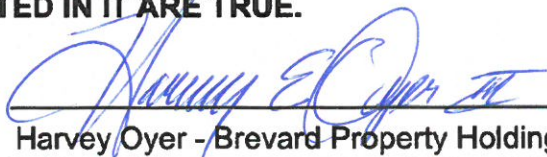
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**Owner Signature**



**Date**

9 Aug. 2022

**Printed Name**

Harvey Oyer - Brevard Property Holdings, LLC

**Full Address**

c/o Dan Logan, 360 Columbia Drive, Suite 100, West Palm Beach, FL 33409

**Telephone**

(561) 444-3336

**Email** Dan@tkl-law.com

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**Owner Signature**  **Date** 8-9-22

**Printed Name** David Logan - MLCI Realty II, LLC

**Full Address** 313 65th Trail North, West Palm Beach, FL 33413

**Telephone** (561) 686-3948 **Email** DavidL@Murraylogan.com

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**Date**

8-9-22

**Printed Name**

David Logan - MLCI Realty, Ltd.

**Full Address**

313 65th Trail North, West Palm Beach, FL 33413

**Telephone**

(561) 686-3948

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**Printed Name** Murray Daniel Logan - L&L Collections, LLC

**Full Address** 360 Columbia Drive, Suite 100, West Palm Beach, FL 33409

**Telephone** (561) 444-3336 **Email** Dan@tkl-law.com

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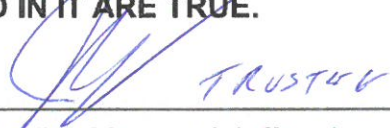
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**Owner Signature**

 TRUSTEE

**Date**

8/11/2022

**Printed Name**

Candice Mayr and Jeffrey Lee, Trustees of the William H. Lee Revocable Trust

**Full Address**

c/o Dan Logan, 360 Columbia Drive, Suite 100, West Palm Beach, FL 33409

**Telephone**

(561) 444-3336

**Email**

Dan@tkl-law.com

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**Owner Signature** Candice Mayr, Trustee **Date** 8/11/2022  
**Printed Name** Candice Mayr and Jeffrey Lee, Trustees of the William H. Lee Revocable Trust  
**Full Address** c/o Dan Logan, 360 Columbia Drive, Suite 100, West Palm Beach, FL 33409  
**Telephone** (561) 444-3336 **Email** Dan@tkl-law.com

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**Owner Signature** Tiffany Dismukes Floyd **Date** 8-5-2022  
**Printed Name** Tiffany Dismukes Floyd  
**Full Address** PO Box 69; Kenansville, FL 34739  
**Telephone** 772-473-7501 **Email** CBDS911@aol.com

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# School Board of Brevard County

2700 Judge Fran Jamieson Way • Viera, FL 32940-6699

Dr. Robert E. Schiller, Ed.D., Interim Superintendent



January 19, 2023

Mr. Jesse Anderson, Ph.D  
Assistant Growth Management Director  
City of Palm Bay  
Growth Management Department  
120 Malabar Road SE  
Palm Bay, Florida 32907

**RE: Proposed Ashton Park Development  
School Impact Analysis – Capacity Determination CD-2023-02**

Dear Mr. Anderson,

We received a completed *School Facility Planning & Concurrency Application* for the referenced development. The subject property is comprised of multiple parcels, please see list attached, containing a total of approximately 1,435.36 acres in the City of Palm Bay, Florida. The proposed development includes 5,055 single family homes and 2,960 multi-family homes. The School Impact Analysis of this proposed development has been undertaken and the following information is provided for your use.

The calculations used to analyze the prospective student impact are consistent with the methodology outlined in Section 13.2 and Amended Appendix "A"-School District Student Generation Multiplier (approved April 11, 2022) of the *Interlocal Agreement for Public School Facility Planning & School Concurrency (ILA-2014)*. The following capacity analysis is performed using capacities/projected students as shown in the *Brevard County Public Schools Financially Feasible Plan for School Years 2022-23 to 2027-28* which is attached for reference.

	Multi Family		Single Family		Both
	2960		5055		
Students Generated	Student Generation Rates	Calculated Students Generated	Student Generation Rates	Calculated Students Generated	Rounded Number of Students Generated
Elementary	0.11	325.6	0.24	1213.2	1539
Middle	0.02	59.2	0.07	353.85	413
High	0.05	148	0.12	606.6	755
Total	0.18	532.8	0.43	2173.65	2707

Planning & Project Management  
Facilities Services

Phone: (321) 633-1000 x11418 • FAX: (321) 633-4646



An Equal Opportunity Employer



**FISH Capacity (including relocatable classrooms) from the  
Financially Feasible Plan (FFP) Data and Analysis for School Years 2023-24 to 2027-28**

School	2023-24	2024-25	2025-26	2026-27	2027-28	2028+
Sunrise	913	913	935	1,023	1,067	1,067
Southwest	1,230	1,230	1,230	1,289	1,289	1,289
Bayside	2,263	2,263	2,263	2,263	2,382	2,382

**Projected Student Membership**

School	2023-24	2024-25	2025-26	2026-27	2027-28	2028+
Sunrise	767	836	908	1,004	1,067	1,067
Southwest	920	1,024	1,127	1,174	1,285	1,285
Bayside	1,885	2,023	2,099	2,175	2,371	2,371

**Students Generated by Newly Issued SCADL Reservations Since FFP**

School	2023-24	2024-25	2025-26	2026-27	2027-28	2028+
Sunrise	-	-	-	-	-	-
Southwest	-	-	-	-	-	-
Bayside	-	-	-	-	-	-

**Cumulative Students Generated by  
Proposed Development**

School	2023-24	2024-25	2025-26	2026-27	2027-28	2028+
Sunrise	-	88	263	438	613	1,539
Southwest	-	23	68	113	158	413
Bayside	-	43	128	213	298	755

**Total Projected Student Membership (includes  
Cumulative Impact of Proposed Development)**

School	2023-24	2024-25	2025-26	2026-27	2027-28	2028+
Sunrise	767	924	1,171	1,442	1,680	2,606
Southwest	920	1,047	1,195	1,287	1,443	1,698
Bayside	1,885	2,066	2,227	2,388	2,669	3,126

**Projected Available Capacity =  
FISH Capacity - Total Projected Student Membership**

School	2023-24	2024-25	2025-26	2026-27	2027-28	2028+
Sunrise	146	(11)	(236)	(419)	(613)	(1,539)
Southwest	310	184	36	3	(154)	(409)
Bayside	378	198	37	(125)	(287)	(744)

At this time, Sunrise Elementary School, Southwest Middle School and Bayside High School are not projected to have enough capacity for the total of projected and potential students from the Ashton Park development. Because there is a shortfall of available capacity in the concurrency service area, the capacity of adjacent concurrency service areas must be considered.

The adjacent elementary school concurrency service areas are Port Malabar Elementary School, Columbia Elementary School, and Westside Elementary School. The adjacent middle school concurrency service area is Stone Magnet Middle. The adjacent high school



concurrency service area is Palm Bay Magnet Senior High. A table of capacities of the *adjacent Schools Concurrency Service Areas* that may accommodate the impacts of the Ashton Park development is shown below:

**FISH Capacity (including relocatable classrooms) from the  
Financially Feasible Plan (FFP) Data and Analysis for School Years 2023-24 to 2027-28**

School	2023-24	2024-25	2025-26	2026-27	2027-28	2028+
Port Malabar	852	852	852	852	852	852
Columbia	751	751	751	751	751	751
Stone	1,076	1,076	1,076	1,076	1,076	1,076
Palm Bay	2,657	2,657	2,657	2,657	2,657	2,657

**Projected Student Membership**

School	2023-24	2024-25	2025-26	2026-27	2027-28	2028+
Port Malabar	640	683	746	760	795	795
Columbia	512	531	522	538	538	538
Stone	708	799	823	890	977	977
Palm Bay	1,495	1,581	1,683	1,704	1,700	1,700

**Students Generated by Newly Issued SCADL Reservations Since FFP**

School	2023-24	2024-25	2025-26	2026-27	2027-28	2028+
Port Malabar	-	-	-	-	-	-
Columbia	-	-	-	-	-	-
Stone	-	-	-	-	-	-
Palm Bay	-	-	-	-	-	-

**Cumulative Students Generated by  
Proposed Development**

School	2023-24	2024-25	2025-26	2026-27	2027-28	2028+
Port Malabar	-	88	263	438	613	1,539
Columbia	-	88	263	438	613	1,539
Stone	-	23	68	113	158	413
Palm Bay	-	43	128	213	298	755

**Total Projected Student Membership (includes  
Cumulative Impact of Proposed Development)**

School	2023-24	2024-25	2025-26	2026-27	2027-28	2028+
Port Malabar	640	771	1,009	1,198	1,408	2,334
Columbia	512	619	785	976	1,151	2,077
Stone	708	822	891	1,003	1,135	1,390
Palm Bay	1,495	1,624	1,811	1,917	1,998	2,455

**Projected Available Capacity =  
FISH Capacity - Total Projected Student Membership**

School	2023-24	2024-25	2025-26	2026-27	2027-28	2028+
Port Malabar	212	82	(157)	(346)	(556)	(1,482)
Columbia	239	133	(34)	(225)	(400)	(1,326)
Stone	368	255	186	74	(59)	(314)
Palm Bay	1,162	1,034	847	741	660	202



The adjacent high school concurrency area is projected to have enough capacity for the total of projected and potential students from the Ashton Park development; however, there is a shortfall of available capacity in the concurrency service area and the adjacent concurrency service areas for elementary and middle schools.

Before this project is submitted for final school concurrency determination, please contact our staff to discuss the mitigation process as defined in Section 13.5 of the *ILA-2014*. The District is closely monitoring rapid development in this area.

This is a **non-binding** review; a *Concurrency Determination* must be performed by the School District prior to a Final Development Order and the issuance of a Concurrency Evaluation Finding of Nondeficiency by the Local Government.

We appreciate the opportunity to review this proposed project. Please let us know if you require additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Karen Black', with a long horizontal flourish extending to the right.

Karen M. Black, AICP  
Manager – Facilities Planning & Intergovernmental Coordination  
Planning & Project Management, Facilities Services

Enclosure: *Brevard County Public Schools Financially Feasible Plan for School Years 2022-23 to 2027-28*

Copy: Susan Hann, AICP, Assistant Superintendent of Facility Services  
File CD-2023-02

David G. Lindemann, AICP, Director of Planning & Project  
Management, Facilities Services  
File CD-2023-02



# Ownership Listing

Tax Account	Parcel ID	Owner Name	Address
3000721	30-37-13-00-750	MLCI Investments LTD Brevard 270 LLC David Lee LLC Brevard Property Holdings, LLC	17888 Brian Way; Jupiter, FL 33478
3007867	30-38-17-00-1	David Lee, LLC MLCI Realty II, LLC MLCI Realty LTD	313 65 <sup>th</sup> Trail N; Palm Beach, FL 33413
3007869	30-38-18-00-750	L & L Collections LLC William H Lee Revocable Trust David Lee LLC	360 Columbia Drive; Suite 100 West Palm Beach, FL 33409
3007870	30-38-19-00-1	MLCI Investments LTD Brevard 270 LLC Brevard Property Holdings LLC David Lee LLC	17888 Brian Way; Jupiter, FL 33478
30007871	30-38-19-00-2	MLCI Investments LTD Brevard 270 LLC David Lee LLC Brevard Property Holdings, LLC	17888 Brian Way; Jupiter, FL 33478
3007872	30-38-19-00-3	MLCI Investments LTD Brevard 270 LLC David Lee LLC Brevard Property Holdings LLC	17888 Brian Way; Jupiter, FL 33478
3007873	30-38-19-00-4	MLCI Investments LTD Brevard 270 LLC David Lee LLC Brevard Property Holdings LLC	17888 Brian Way; Jupiter, FL 32978

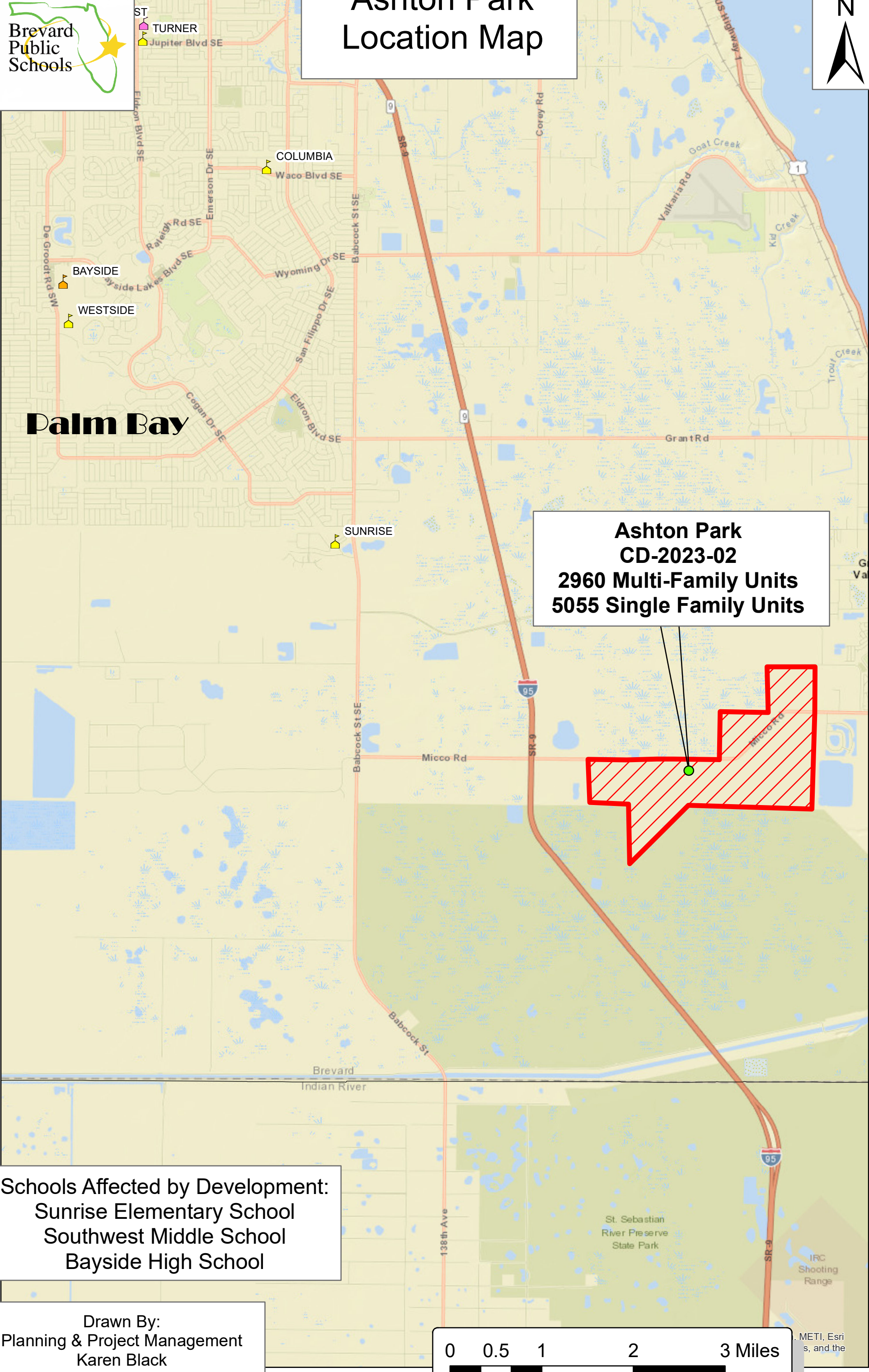


<u>Tax Account</u>	<u>Parcel ID</u>	<u>Owner Name</u>	<u>Address</u>
3008618	30G-38-02-HK-2	David Lee LLC MLCI Realty II LLC MLCI Realty LTD	313 65 <sup>th</sup> Trail N West Palm Beach, FL 33413
3010496	30-38-18-00-751	David Lee LLC MLCI Realty II LLC MLCI Realty LTD	313 65 <sup>th</sup> Trail N West Palm Beach, FL 33413
3008614	30G-38-01-HJ-*-4.01	David Lee LLC MLCI Realty II LLC MLCI Realty LTD	313 65 <sup>th</sup> Trail N West Palm Beach, FL 33413
3001886	30-38-08-00-750	Tiffany Dismukes Floyd	PO Box 69; Kenansville, FL 34739
3010494	30-38-17-00-2	Tiffany Dismukes Floyd	PO Box 69; Kenansville, FL 34739
3010495	30G-38-01-HJ-*-4.02	Tiffany Dismukes Floyd	PO Box 69; Kenansville, FL 34739
3017583	30-38-08-00-751	Tiffany Dismukes Floyd	PO Box 69; Kenansville, FL 34739





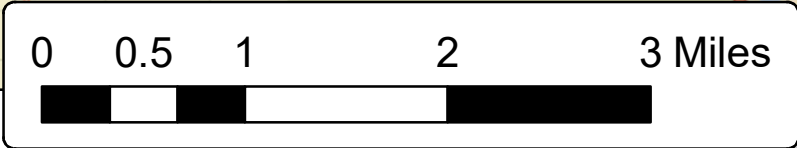
# Ashton Park Location Map



**Ashton Park  
CD-2023-02  
2960 Multi-Family Units  
5055 Single Family Units**

**Schools Affected by Development:**  
Sunrise Elementary School  
Southwest Middle School  
Bayside High School

Drawn By:  
Planning & Project Management  
Karen Black  
01/20/2023



METI, Esri, and the



# Brevard County Public Schools

## Financially Feasible Plan To Maintain Utilization Rates Lower than the **100%** Level of Service

### Data and Analysis for School Years 2022-23 to 2027-28



Summary				2022-23			2023-24			2024-25			2025-26			2026-27			2027-28		
Highest Utilization Elementary Schools:						93%			99%			100%			99%			99%			100%
Highest Utilization Middle Schools:						88%			88%			94%			92%			91%			100%
Highest Utilization Jr / Sr High Schools:						83%			83%			81%			78%			77%			76%
Highest Utilization High Schools:						107%			99%			97%			98%			100%			100%

School	Type	Grades	Utilization Factor	School Year 2022-23			School Year 2023-24			School Year 2024-25			School Year 2025-26			School Year 2026-27			School Year 2027-28		
				FISH Capacity	10/14/22 Membership	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization

Elementary School Concurrency Service Areas																					
Allen	Elementary	PK-6	100%	751	598	80%	751	598	80%	751	635	85%	751	704	94%	751	720	96%	773	766	99%
Andersen	Elementary	K-6	100%	884	568	64%	884	568	64%	884	549	62%	884	537	61%	884	530	60%	884	501	57%
Apollo	Elementary	K-6	100%	902	731	81%	902	731	81%	902	749	83%	902	753	83%	902	736	82%	902	718	80%
Atlantis	Elementary	PK-6	100%	739	620	84%	739	620	84%	739	608	82%	739	596	81%	739	585	79%	739	572	77%
Audubon	Elementary	PK-6	100%	761	450	59%	761	450	59%	761	435	57%	761	422	55%	761	419	55%	761	426	56%
Cambridge	Elementary	PK-6	100%	787	495	63%	787	495	63%	787	511	65%	787	505	64%	787	510	65%	787	524	67%
Cape View	Elementary	PK-6	100%	570	305	54%	570	288	51%	570	309	54%	570	314	55%	570	315	55%	570	329	58%
Carroll	Elementary	K-6	100%	751	626	83%	751	633	84%	751	643	86%	751	623	83%	751	619	82%	751	628	84%
Challenger 7	Elementary	PK-6	100%	573	503	88%	573	503	88%	573	474	83%	573	462	81%	573	433	76%	573	413	72%
Columbia	Elementary	PK-6	100%	751	506	67%	751	512	68%	751	531	71%	751	522	70%	751	538	72%	751	538	72%
Coquina	Elementary	K-6	100%	711	560	79%	711	560	79%	711	565	79%	711	602	85%	711	590	83%	711	585	82%
Creel	Elementary	PK-6	100%	1,114	626	56%	1,114	660	59%	1,114	668	60%	1,114	668	60%	1,114	667	60%	1,114	658	59%
Croton	Elementary	PK-6	100%	795	488	61%	795	488	61%	795	514	65%	795	528	66%	795	542	68%	795	542	68%
Discovery	Elementary	PK-6	100%	980	643	66%	980	664	68%	980	675	69%	980	671	68%	980	720	73%	980	761	78%
Endeavour	Elementary	PK-6	100%	968	719	74%	968	750	77%	968	717	74%	968	707	73%	968	674	70%	968	671	69%
Enterprise	Elementary	K-6	100%	729	597	82%	729	597	82%	729	578	79%	729	552	76%	729	538	74%	729	529	73%
Fairglenn	Elementary	PK-6	100%	789	617	78%	789	617	78%	789	617	78%	789	632	80%	789	635	80%	789	625	79%
Gemini	Elementary	K-6	100%	711	468	66%	711	477	67%	711	465	65%	711	468	66%	711	455	64%	711	457	64%
Golfview	Elementary	PK-6	100%	777	441	57%	777	441	57%	777	460	59%	777	481	62%	777	489	63%	777	503	65%
Harbor City	Elementary	PK-6	100%	629	403	64%	629	405	64%	629	457	73%	629	474	75%	629	494	79%	629	509	81%
Holland	Elementary	PK-6	100%	605	432	71%	605	450	74%	605	451	75%	605	444	73%	605	442	73%	605	431	71%
Imperial Estates	Elementary	K-6	100%	729	659	90%	729	684	94%	729	712	98%	729	724	99%	751	742	99%	795	779	98%
Indianlantic	Elementary	K-6	100%	798	686	86%	798	686	86%	798	685	86%	798	671	84%	798	676	85%	798	651	82%
Jupiter	Elementary	PK-6	100%	930	729	78%	930	735	79%	930	801	86%	930	882	95%	974	940	97%	1,040	1,030	99%
Lockmar	Elementary	PK-6	100%	892	585	66%	892	585	66%	892	569	64%	892	552	62%	892	558	63%	892	559	63%
Longleaf	Elementary	PK-6	100%	790	631	80%	790	637	81%	790	613	78%	790	590	75%	790	563	71%	790	528	67%
Manatee	Elementary	K-6	100%	998	898	90%	998	910	91%	998	889	89%	998	845	85%	998	888	89%	998	881	88%
McAuliffe	Elementary	PK-6	100%	838	621	74%	838	621	74%	838	580	69%	838	568	68%	838	553	66%	838	528	63%
Meadowlane Intermediate	Elementary	3-6	100%	1,114	825	74%	1,114	825	74%	1,114	779	70%	1,114	773	69%	1,114	805	72%	1,114	843	76%
Meadowlane Primary	Elementary	K-6	100%	824	651	79%	824	666	81%	824	660	80%	824	630	76%	824	618	75%	824	613	74%
Mila	Elementary	PK-6	100%	707	435	62%	707	435	62%	707	439	62%	707	396	56%	707	383	54%	707	362	51%
Mims	Elementary	PK-6	100%	725	464	64%	725	464	64%	725	481	66%	725	512	71%	725	525	72%	725	513	71%
Oak Park	Elementary	PK-6	100%	968	505	52%	968	505	52%	968	471	49%	968	478	49%	968	475	49%	968	447	46%
Ocean Breeze	Elementary	PK-6	100%	654	554	85%	654	550	84%	654	542	83%	654	533	81%	654	534	82%	654	531	81%
Palm Bay Elem	Elementary	PK-6	100%	983	586	60%	983	613	62%	983	610	62%	983	627	64%	983	630	64%	983	636	65%
Pinewood	Elementary	PK-6	100%	569	521	92%	591	521	88%	591	541	92%	613	572	93%	613	598	98%	613	600	98%
Port Malabar	Elementary	PK-6	100%	852	640	75%	852	640	75%	852	683	80%	852	746	88%	852	760	89%	852	795	93%
Quest	Elementary	PK-6	100%	932	693	74%	932	693	74%	932	684	73%	932	681	73%	932	685	73%	932	697	75%
Riviera	Elementary	PK-6	100%	777	699	90%	777	714	92%	777	718	92%	799	780	98%	843	827	98%	887	866	98%
Roosevelt	Elementary	K-6	100%	599	288	48%	599	298	50%	599	269	45%	599	256	43%	599	239	40%	599	220	37%
Sabal	Elementary	PK-6	100%	785	500	64%	785	500	64%	785	503	64%	785	516	66%	785	534	68%	785	535	68%
Saturn	Elementary	PK-6	100%	998	649	65%	998	649	65%	998	677	68%	998	821	82%	998	794	80%	998	786	79%
Sea Park	Elementary	PK-6	100%	461	337	73%	461	337	73%	461	327	71%	461	321	70%	461	326	71%	461	329	71%
Sherwood	Elementary	PK-6	100%	609	459	75%	609	459	75%	609	458	75%	609	457	75%	609	450	74%	609	441	72%
Sunrise	Elementary	PK-6	100%	913	759	83%	913	767	84%	913	836	92%	935	908	97%	1,023	1,004	98%	1,067	1,067	100%
Suntree	Elementary	K-6	100%	755	600	79%	755	602	80%	755	561	74%	755	541	72%	755	516	68%	755	480	64%
Surfside	Elementary	K-6	100%	541	442	82%	541	442	82%	541	425	79%	541	418	77%	541	417	77%	541	407	75%
Tropical	Elementary	K-6	100%	910	669	74%	910	669	74%	910	614	67%	910	600	66%	910	572	63%	910	545	60%
Turner	Elementary	PK-6	100%	874	555	64%	874	564	65%	874	589	67%	874	647	74%	874	675	77%	874	691	79%
University Park	Elementary	PK-6	100%	811	487	60%	811	487	60%	811	545	67%	811	592	73%	811	642	79%	811	658	81%
Viera Elem	Elementary	K-6	100%	1,030	695	67%	1,030	717	70%	1,030	759	74%	1,030	857	83%	1,030	926	90%	1,074	1,061	99%
Westside	Elementary	K-6	100%	857	799	93%	857	846	99%	923	922	100%	989	974	98%	1,033	988	96%	1,099	1,100	100%
Williams	Elementary	PK-6	100%	715	451	63%	715	450	63%	715	443	62%	715	414	58%	715	411	57%	715	415	58%
Elementary Totals				42,215	30,468		42,237	30,778		42,303	30,996		42,435	31,549		42,677	31,905		43,007	32,280	



				School Year 2022-23			School Year 2023-24			School Year 2024-25			School Year 2025-26			School Year 2026-27			School Year 2027-28		
School	Type	Grades	Utilization Factor	FISH Capacity	10/14/22 Membership	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization	Future FISH Capacity	Student Projection	Total Capacity Utilization
Middle School Concurrency Service Areas																					
Central	Middle	7-8	90%	1,514	1,129	75%	1,514	1,129	75%	1,514	1,158	76%	1,514	1,228	81%	1,514	1,289	85%	1,514	1,377	91%
DeLaura	Middle	7-8	90%	960	842	88%	960	844	88%	960	902	94%	960	820	85%	960	789	82%	960	826	86%
Hoover	Middle	7-8	90%	680	505	74%	680	505	74%	680	534	79%	680	574	84%	680	577	85%	680	588	86%
Jackson	Middle	7-8	90%	660	550	83%	660	550	83%	660	545	83%	660	538	82%	660	555	84%	660	588	89%
Jefferson	Middle	7-8	90%	873	608	70%	873	608	70%	873	600	69%	873	609	70%	873	563	64%	873	548	63%
Johnson	Middle	7-8	90%	1,064	610	57%	1,064	610	57%	1,064	650	61%	1,064	698	66%	1,064	753	71%	1,064	825	78%
Kennedy	Middle	7-8	90%	869	671	77%	869	671	77%	869	687	79%	869	670	77%	869	669	77%	869	677	78%
Madison	Middle	7-8	90%	781	446	57%	781	453	58%	781	484	62%	781	452	58%	781	476	61%	781	593	76%
McNair	Middle	7-8	90%	616	365	59%	616	369	60%	616	346	56%	616	354	57%	616	337	55%	616	347	56%
Southwest	Middle	7-8	90%	1,230	920	75%	1,230	920	75%	1,230	1,024	83%	1,230	1,127	92%	1,289	1,174	91%	1,289	1,285	100%
Stone	Middle	7-8	90%	1,076	668	62%	1,076	708	66%	1,076	799	74%	1,076	823	76%	1,076	890	83%	1,076	977	91%
Middle Totals				10,323	7,314		10,323	7,367		10,323	7,729		10,323	7,893		10,382	8,072		10,382	8,631	
Junior / Senior High School Concurrency Service Areas																					
Cocoa	Jr / Sr High	PK, 7-12	90%	2,097	1,545	74%	2,097	1,536	73%	2,097	1,555	74%	2,097	1,525	73%	2,097	1,518	72%	2,097	1,470	70%
Cocoa Beach	Jr / Sr High	7-12	90%	1,445	983	68%	1,445	1,000	69%	1,445	1,000	69%	1,445	941	65%	1,445	928	64%	1,445	867	60%
Space Coast	Jr / Sr High	7-12	90%	1,852	1,534	83%	1,852	1,534	83%	1,852	1,505	81%	1,852	1,450	78%	1,852	1,428	77%	1,852	1,402	76%
Jr / Sr High Totals				5,394	4,062		5,394	4,070		5,394	4,060		5,394	3,916		5,394	3,874		5,394	3,739	
Senior High School Concurrency Service Areas																					
Astronaut	High	9-12	95%	1,451	1,109	76%	1,451	1,109	76%	1,451	1,123	77%	1,451	1,129	78%	1,451	1,164	80%	1,451	1,158	80%
Bayside	High	9-12	95%	2,263	1,851	82%	2,263	1,885	83%	2,263	2,023	89%	2,263	2,099	93%	2,263	2,175	96%	2,382	2,371	100%
Eau Gallie	High	PK, 9-12	95%	2,221	1,582	71%	2,221	1,582	71%	2,221	1,597	72%	2,221	1,625	73%	2,221	1,631	73%	2,221	1,693	76%
Heritage	High	9-12	95%	2,314	2,033	88%	2,314	2,055	89%	2,314	2,065	89%	2,314	2,057	89%	2,314	2,099	91%	2,314	2,171	94%
Melbourne	High	9-12	95%	2,370	2,245	95%	2,370	2,245	95%	2,370	2,245	95%	2,370	2,248	95%	2,370	2,284	96%	2,370	2,345	99%
Merritt Island	High	PK, 9-12	95%	1,962	1,546	79%	1,962	1,546	79%	1,962	1,512	77%	1,962	1,457	74%	1,962	1,437	73%	1,962	1,454	74%
Palm Bay	High	PK, 9-12	95%	2,657	1,483	56%	2,657	1,495	56%	2,657	1,581	60%	2,657	1,683	63%	2,657	1,704	64%	2,657	1,700	64%
Rockledge	High	9-12	95%	1,836	1,559	85%	1,836	1,559	85%	1,836	1,640	89%	1,836	1,699	93%	1,836	1,693	92%	1,836	1,620	88%
Satellite	High	PK, 9-12	95%	1,527	1,518	99%	1,551	1,536	99%	1,551	1,433	92%	1,551	1,413	91%	1,551	1,359	88%	1,551	1,299	84%
Titusville	High	9-12	95%	1,813	1,313	72%	1,813	1,333	74%	1,813	1,335	74%	1,813	1,351	75%	1,813	1,316	73%	1,813	1,322	73%
Viera	High	PK, 9-12	95%	2,141	2,289	107%	2,474	2,319	94%	2,474	2,391	97%	2,474	2,417	98%	2,569	2,579	100%	2,664	2,660	100%
High Totals				22,555	18,528		22,912	18,664		22,912	18,945		22,912	19,178		23,007	19,441		23,221	19,793	
Schools of Choice (Not Concurrency Service Areas)																					
Freedom 7	Elementary	K-6	100%	475	403	85%	475	414	87%	475	414	87%	475	414	87%	475	414	87%	475	414	87%
Stevenson	Elementary	K-6	100%	569	506	89%	569	508	89%	569	508	89%	569	508	89%	569	508	89%	569	508	89%
South Lake	Elementary	K-6	100%	481	434	90%	657	453	69%	657	471	72%	657	489	74%	657	507	77%	657	529	81%
West Melbourne	Elementary	K-6	100%	618	549	89%	618	552	89%	794	570	72%	794	588	74%	794	606	76%	794	624	79%
Edgewood	Jr / Sr High	7-12	90%	1,077	938	87%	1,077	950	88%	1,077	950	88%	1,077	950	88%	1,077	950	88%	1,077	950	88%
West Shore	Jr / Sr High	7-12	90%	1,264	930	74%	1,264	950	75%	1,264	950	75%	1,264	950	75%	1,264	950	75%	1,264	950	75%
Schools of Choice				4,484	3,760		4,660	3,827		4,836	3,863		4,836	3,899		4,836	3,935		4,836	3,975	
Brevard Totals				84,971	64,132		85,526	64,706		85,768	65,593		85,900	66,435		86,296	67,227		86,840	68,418	

#### Notes

1. FISH Capacity is the sum of the factored permanent capacity and the factored relocatable capacity. Permanent and relocatable capacities for 2022-23 are reported from the FISH database as of October 14, 2022.
2. Student Membership is reported from the Fall Final Membership Count (10/14/2022).
3. Davis Demographics SchoolSite Enrollment Forecasting Extension for ArcGIS estimates future student populations by analyzing the following data:
  - Development Projections from Brevard County Local Government Jurisdictions
  - Brevard County School Concurrency Student Generation Multipliers (SGM)
  - Fall Membership student addresses and corresponding concurrency service areas
  - Student Mobility Rates / Cohort Survival Rates
  - Brevard County Birth rates by zip code
4. Davis Demographics estimates are then adjusted using the following factors:
  - PK (Pre-Kindergarten) and AH (daycare for students with infants) enrollment number are assumed to be constant
  - Current From/To attendance patterns are assumed to remain constant.
  - Nongecoded student addresses are assumed to continue in their attendance schools.
  - Charter School Growth.
5. In order to maintain utilization rates lower than the 100% Level of Service, Permanent Capacity and Relocatable Classrooms are assumed to add future student stations as necessary.
6. If student projections are accurate, the school board could add additional classroom capacity, implement attendance boundary changes, or add relocatable classrooms. A south area elementary school is planned for the future growth, but the exact timing hasn't been established.
  - If only relocatable classrooms are used for the next 5 years, the following changes would be needed to accommodate projected growth. These schools are being analyzed for the best options to accommodate additional students.
    - Primary relocatable classrooms (Grades K-3) = 18 student stations, Intermediate (Grades 4-8) relocatable classrooms = 22 student stations, and High School (Grades 9-12) relocatable classrooms = 25 student stations
  - For school year 2023-24, no additional capacity is needed.
  - For school year 2024-25, a total of 3 intermediate classrooms are projected for Westside Elementary School
  - For school year 2025-26, a total of 6 intermediate classrooms are projected for Pinewood (1), Riveria (1), Sunrise (1) and Westside (3) Elementary Schools.
  - For school year 2026-27, a total of 14 intermediate classrooms are projected for Imperial Estates (1), Jupiter (2), Riveria (2), Sunrise (4), Westside (2) Elementary Schools, and Southwest Middle School (3). 4 High School relocatable classrooms are proposed for Viera High School.
  - For school year 2027-28, a total of 15 intermediate classrooms are projected for Roy Allen (1), Imperial Estates (2), Jupiter (3), Riveria (2), Viera El (2), Sunrise (2), and Westside (3) Elementary Schools. 9 High School relocatable classrooms are proposed for Bayside (5) and Viera (4) High.
7. A classroom addition is planned for construction at Viera High School for 2023-24. The factored capacity is adjusted for the proposed 350 student stations.
8. A classroom addition is planned for construction at South Lake Elementary School for 2023-24. The factored capacity is adjusted for the proposed 176 student stations.
9. A classroom addition is planned for construction at West Melbourne School of Science for 2024-25. The factored capacity is adjusted for the proposed 176 student stations.
10. Capacity adjusted for Board approved addition of one relocatable each at Pinewood Elementary and Satellite High Schools for school year 2024-25 forward.



## **ORDINANCE 2023-05**

**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 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 a public hearing on an amendment to the Comprehensive Plan on February 1, 2023, after public notice, and

**WHEREAS**, the City Council of the City of Palm Bay, pursuant to Chapter 163, Florida Statutes, held a public hearing on an amendment to the Comprehensive Plan on February 2, 2023, after public notice, and

**WHEREAS**, the City Council of the City of Palm Bay, pursuant to Chapter 163, Florida Statutes, submitted the amendment to the Florida Department of Economic Opportunity for review and comment, and

**WHEREAS**, the Florida Department of Economic Opportunity submitted a Comment Report regarding this amendment, and

**WHEREAS**, the City Council of the City of Palm Bay has considered the Comments provided and has addressed all items, and

**WHEREAS**, the City Council of the City of Palm Bay, pursuant to Chapter 163, Florida Statutes, held an adoption public hearing on the amendment to the Comprehensive Plan on [DATE OF HEARING], after public notice, and



**WHEREAS**, the City Council of the City of Palm Bay desires to adopt said 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 Micco Park Village District and RES 1 (Residential Unit per Acre) (Brevard County) to Mixed Use, which property is legally described herein as Exhibit 'A'.

**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.** This ordinance shall become effective 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, an amendment does not become effective until the state land planning agency or the Administration Commission enters a final order determining the adopted amendment to be in compliance pursuant to Section 163.3184(3)(c)4, Florida Statutes. The Department only issues a final order for Expedited State Review amendments if they are challenged by an affected party.



Read in title only at Meeting 2023- , held on , 2023; and  
read in title only and duly enacted at Meeting 2023- , held on , 2023.

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Rob Medina, MAYOR

ATTEST:

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Terese M. Jones, CITY CLERK

Reviewed by CAO: \_\_\_\_\_

Applicant: MLCI Investments, Ltd.; Brevard 270, LLC; David Lee, LLC; Brevard  
Property Holdings, LLC; MLCI Realty II, LLC; MLCI Realty, Ltd.; L&L  
Collections, LLC; Trustees of the William H. Lee Revocable Trust; Tiffany  
Dismukes Floyd

Case: CP-40-2022

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





## LEGISLATIVE MEMORANDUM

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

**FROM:** Suzanne Sherman, City Manager

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

**DATE:** 2/2/2023

**RE:** Ordinance 2023-06, amending the Code of Ordinances, Chapter 169, Land Development Code, by modifying provisions related to Citizen Participation Plans (Case T-7-2023, City of Palm Bay), first reading.

City of Palm Bay (Growth Management Department) has submitted a textual amendment to the Code of Ordinances, Title XVII, Land Development Code, Chapter 169: Land Development Code, Section 169.005, Citizen Participation Plans.

The proposed changes will ensure that Citizen Participation Plans are implemented in a timely manner, with forethought, as the proper implementation of said plan will be a contingency of deeming an applicable application as sufficient for review and public hearing. The proposed language also provides for the standardization of Citizen Participation Plan reports that are submitted to the City. Moreover, it broadens the ability of citizen participation in Citizen Participation Plan meetings by enabling virtual meeting links be provided for all meetings in addition to the physical meeting location.

**REQUESTING DEPARTMENT:**

Growth Management

**FISCAL IMPACT:**

There is no fiscal impact.

**RECOMMENDATION:**

Motion to approve an ordinance amending City of Palm Bay Code of Ordinances, Title XVII, Land Development Code, Chapter 169: Land Development Code, Section 169.005, Citizen Participation Plans.

**Planning and Zoning Board Recommendation:**

Unanimous approval of the request.



**ATTACHMENTS:****Description**

Case T-7-2023 - Staff Report - Revised

Case T-7-2023 - Application

Case T-7-2023 - Board Minutes

Ordinance 2023-06





**REVISED**

**STAFF REPORT**

**LAND DEVELOPMENT DIVISION**

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

[landdevelopmentweb@palmbayflorida.org](mailto:landdevelopmentweb@palmbayflorida.org)

**Prepared by**

Jesse D. Anderson, Assistant Growth Management Director

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**CASE NUMBER**

T-7-2023

**PLANNING & ZONING BOARD HEARING DATE**

January 4, 2022>>3<<

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**APPLICANT**

City of Palm Bay, Florida

**PROPERTY LOCATION/ADDRESS**

Not Applicable

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**SUMMARY OF REQUEST**

A textual amendment to the Code of Ordinances, Title XVII, Land Development Code, Chapter 169: Land Development Code, Section 169.005(B)(1), to amend Citizen Participation Plans.

**Existing Zoning**

Not Applicable

**Existing Land Use**

Not Applicable

**Site Improvements**

Not Applicable

**Site Acreage**

Not Applicable

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**SURROUNDING ZONING & USE OF LAND**

**North**

Not Applicable

**East**

Not Applicable

**South**

Not Applicable

**West**

Not Applicable



**BACKGROUND:**

A textual amendment to the Code of Ordinances, Title XVII, Land Development Code, Chapter 169: Land Development Code, Section 169.005(B)(1), to modify the requirements for Citizen Participation Plan submittals and their associated timelines. See proposed changes below:

The applicant for this amendment is the City of Palm Bay, Florida. The applicant is looking to remove inconsistencies, standardized applicant reports, and broaden participation through hybrid meeting places (both physical and virtual).

Proposed language for this amendment is attached in legislative style with additions between >>arrow<< symbols and deletions in ~~strikethrough~~ format.

**SECTION INTENT AND APPLICABILITY:**

The purpose of the citizen participation plan is to:

- (1) Ensure that applicants pursue early and effective citizen participation in conjunction with their applications, giving them the opportunity to understand and try to mitigate any real or perceived impacts their application may have on the community.
- (2) Ensure that citizens have an adequate opportunity to learn about applications that may affect them and to work with applicants to resolve concerns at an early stage of the review and decision-making process.
- (3) Facilitate ongoing communication between the applicant, interested citizens, city staff, appointed and elected officials throughout the applicant review process.
- (4) The citizen participation plan is not intended to produce complete consensus on all applicants, but to encourage applicants to be good neighbors and to allow for informed decision-making.

**ANALYSIS:**

The proposed changes, as textually written below, will ensure that Citizen Participation Plans are implemented in a timely manner, with forethought, as the proper implementation of said plan will be a contingency of deeming an applicable application as sufficient for review and public hearing. The proposed language also provides for the standardization of Citizen Participation Plan reports that are submitted to the city. Moreover, it broadens the ability of citizen participation in Citizen Participation Plan meetings by enabling virtual meeting links to be provided for all meetings in addition to the physical meeting location.

**STAFF RECOMMENDATION:**

Case ~~T-30-2022~~ >>T-7-2023<< is recommended for approval.



## TITLE XVII: LAND DEVELOPMENT CODE

### CHAPTER 169: LAND DEVELOPMENT CODE

#### **§ 169.005 CITIZEN PARTICIPATION PLANS.**

(A) *Purpose.* The purpose of the citizen participation plan is to:

(1) Ensure that applicants pursue early and effective citizen participation in conjunction with their applications, giving them the opportunity to understand and try to mitigate any real or perceived impacts their application may have on the community.

(2) Ensure that citizens have an adequate opportunity to learn about applications that may affect them and to work with applicants to resolve concerns at an early stage of the review and decision-making process.

(3) Facilitate ongoing communication between the applicant, interested citizens, city staff, appointed and elected officials throughout the applicant review process.

(4) The citizen participation plan is not intended to produce complete consensus on all ~~Applicants~~>>applications<<, but to encourage applicants to be good neighbors and to allow for informed decision-making.

(B) *Applicability.*

(1) Every application for development that requires a Comprehensive Plan Future Land Use Map or Zoning Map Amendment, preliminary subdivision approval, preliminary planned unit development, >>non-exempt development plan amendment<< or a conditional use shall include a citizen participation plan>>and a citizen participation report<< that must be implemented prior to an application being deemed sufficient for staff review and scheduling of public hearings.

(2) When in compliance with all other city ordinances and regulations, the following projects are exempted from the other provisions of this section.

(a) Construction of one single-family detached dwelling.

(b) Construction of ten (10) or less multi-family dwelling units, regardless of density.

(c) Amendments to an approved Planned Unit Development (PUD)>>that are exempt per section 185.066(C)(2)<< ~~provided that less than twenty percent (20%) of the total acreage of the PUD is subject to the amendment.~~

(C) >>Meeting Notice and<< *Plan contents.*



- (1) At a minimum, the applicant shall host at least one citizen participation plan that shall be held within city limits and may be accompanied by a virtual meeting link.
- (2) The citizen participation plan shall include the following information:

(a) A copy of the notice containing the date, time and location of the meeting that was mailed to all residents, property owners, interested parties, political jurisdictions and public agencies that may be affected by the application within 500 feet of the subject property and a copy of the mailing list. These requirements apply in addition to any notice provisions required elsewhere in the Land Development Regulations. Citizen Participation Plan meeting dates may not overlap with any City of Palm Bay Council meetings or Planning and Zoning Board meetings.

(b) A brief statement introducing the request, identifying the location of the subject parcel(s), the total acreage, its current use, its current Future Land Use designation, its current zoning designation and identifying whether it is improved or unimproved. ~~How those parties identified in division (C)(1) of this section will be notified that an application has been made including a letter introducing the proposed project and describing the impact it may have on the surrounding properties, providing a proposed site plan and a contact name, phone number and address where parties may address questions;~~

~~(c) How those parties identified in division (C)(1) of this section will be informed of a substantive of change, amendment, or development to the proposed application;~~

~~(d) How those identified in division (C)(1) of this section will be provided an opportunity to discuss the applicant's proposal with the applicant and express any concerns, issues, or problems they may have with the proposal in advance of the public hearing or public review and comment period; at a minimum there should be at least one (1) informational meeting held on a Monday, Tuesday or Wednesday evening after 6:00 p.m. at least seven (7) days before the first scheduled city public hearing or administrative review;~~

~~(e) The applicant's schedule for completion of the citizen participation plan;~~

~~(f) How the applicant will keep the Growth Management Department informed as to the status of his or her citizen participation efforts.~~

(2) During the Citizen Participation Plan meeting, the applicant shall provide an overview of the request describing the potential impact the proposed request may have on the surrounding properties. ~~The level of citizen interest and area of involvement will vary depending on the nature of the application and the project's location. The applicant will determine the target area for notification after consultation with and approval of the Growth Management Department.~~



(3) >> Citizen Participation Plan meetings must be held within ninety (90) days of official submittal of a complete application to the City of Palm Bay.<< ~~In no case shall the notification area be less than that required in other sections of the Land Development Regulations.~~

~~— (4) The applicant shall notify neighborhood and homeowners' associations within the public notice area required by other sections of the Land Development Regulations.~~

~~— (5) The applicant shall notify any other persons, organizations or agencies as deemed appropriate after consultation with the Growth Management Department.~~

~~— (6) These requirements apply in addition to any notice provisions required elsewhere in the Land Development Regulations.~~

~~— (7) At the applicant's discretion, applicant may submit a citizen participation plan, along with the required processing fee, and begin implementation prior to the formal application submittal. This shall not occur until after consultation with the Growth Management Department.~~

(D) *Citizen participation report.*

(1) When a citizen participation plan is required, the applicant shall provide a written report, >> on a city prescribed form<< ~~satisfactory to the Director of the Growth Management Department, documenting the results of the citizen participation >>plan meeting.<< effort prior to the notice of public hearing or notice of public review and comment period on the application. This report shall be >>required as part of the complete application submittal package and<< made a part of the administrative record and shall be filed with the Growth Management Department at for least five (5) days before the city's first public hearing or final administrative review.~~

(2) The citizen participation report shall >> include a copy of any meeting notice(s) and any attachments or accompanying materials included with the notice. <<~~describe the methods the applicant employed to involve the public, including:~~

~~— (a) Dates and locations of all meetings where citizens were invited to discuss the applicant's proposal;~~

~~— (b) The content, dates mailed, and number of mailings, including letters, meeting notices, newsletters and other writings;~~

~~— (c) A description of where residents, property owners and other interested parties receiving notices, newsletters, or other written materials are located; and~~

~~— (d) The number of people who participated in the process.~~



(3) The report shall >> identify the number of attendees, include a copy of the sign-in sheet, any materials distributed or presented at the meeting and<< summarize the substance of concerns, issues and problems expressed during the >>meeting<<process.

(4) The report shall describe how the applicant has addressed, or intends to address the concerns, issues and problems expressed during the process.

(5) The report shall identify which concerns, issues and problems the applicant is unwilling or unable to address, if any, and shall state >> the applicant's justification.<< why.

(Ord. 2006-45, passed 5-16-06; Am. Ord. 2014-48, passed 10-14-14; Am. Ord. 2016-12, passed 3-17-16; Am. Ord. 2022-84, passed 8-18-22)





**LAND DEVELOPMENT DIVISION**

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

Landdevelopment@palmbayflorida.org

**CODE TEXTUAL AMENDMENT APPLICATION**

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

**ORDINANCE SECTION(S) PROPOSED TO BE CHANGED:**

169.005

**PROPOSED LANGUAGE (attach addendum if necessary):**

See attached

**JUSTIFICATION FOR PROPOSED CHANGE (attach other documents if necessary)**

To streamline and broaden citizen participation.



CITY OF PALM BAY, FLORIDA  
CODE TEXTUAL AMENDMENT APPLICATION  
PAGE 2 OF 2

THE APPLICATION FEE MUST BE SUBMITTED WITH APPLICATION TO PROCESS THIS REQUEST:

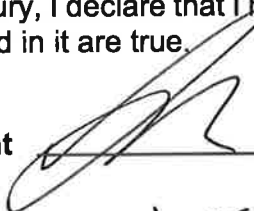
☐

**\*\$1,500.00 Application Fee. Make Check payable to "City of Palm Bay."**

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

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

Signature of Applicant



Date

12/23/22

Printed Name of Applicant

Jesse Anderson

Full Address

120 McAdams RD Palm Bay Florida

Telephone

321-733-3042

Email

jesse.anderson@palmbayflorida.org

PERSON TO BE NOTIFIED (If different from above):

Printed Name

Full Address

Telephone

Email

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



CITY OF PALM BAY, FLORIDA

PLANNING AND ZONING BOARD/  
LOCAL PLANNING AGENCY  
REGULAR MEETING 2023-01

Held on Wednesday, January 4, 2023, 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.

Chairperson Leeta Jordan called the meeting to order at approximately 6:00 p.m.

Mr. Philip Weinberg led the Pledge of Allegiance to the Flag.

**ROLL CALL:**

<b>CHAIRPERSON:</b>	Leeta Jordan	Present
<b>VICE CHAIRPERSON:</b>	Philip Weinberg	Present
<b>MEMBER:</b>	Donald Boerema	Absent (Excused)
<b>MEMBER:</b>	Robert Good	Present
<b>MEMBER:</b>	Khalilah Maragh	Present
<b>MEMBER:</b>	Randall Olszewski	Present
<b>MEMBER:</b>	Rainer Warner	Present
<b>NON-VOTING MEMBER:</b>	David Karaffa (School Board Appointee)	Absent (Excused)

The absences of Mr. Boerema and Mr. Karaffa were excused.

**CITY STAFF:** Present were Mr. Jesse Anderson, Ph.D., Assistant Growth Management Director; Ms. Tania Ramos, Senior Planner; Ms. Uma Sarmistha, Senior Planner; Ms. Carol Gerundo, Planning Specialist; Ms. Chandra Powell, Recording Secretary.

**ADOPTION OF MINUTES:**

1. Regular Planning and Zoning Board/Local Planning Agency Meeting 2022-13; December 7, 2022.

Motion to approve the minutes as presented.



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

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

#### **ANNOUNCEMENTS:**

1. Ms. Jordan addressed the audience on the meeting procedures and explained that the Planning and Zoning Board/Local Planning Agency consists of volunteers who act as an advisory board to the City Council.

#### **OLD/UNFINISHED BUSINESS:**

1. **CP-37-2022 - WITHDRAWN - Mixed Use - City of Palm Bay (Growth Management Department) - A Comprehensive Plan Textual Amendment to the FLU-1.1I language in the Future Land Use Element of the City of Palm Bay Comprehensive Plan, to ensure consistency with the City Council's intent to promote mixed use development**

Case CP-37-2022 had been withdrawn by the applicant (City of Palm Bay - Growth Management Department).

Board action was not required to withdraw the case.

#### **NEW BUSINESS:**

The board proceeded at this time to hear Case T-7-2023, Item 2 under New Business.

2. **T-7-2023 - Citizen Participation Plan – City of Palm Bay (Growth Management Department) – A Textual Amendment to the Code of Ordinances, Title XVII, Land Development Code, Chapter 169: Land Development Code, Section 169.005, to amend Citizen Participation Plans**

Mr. Anderson presented the staff report for Case T-7-2023. Staff recommended Case T-7-2023 for approval.



Ms. Jordan wanted to know the difference between a non-exempt and an exempt development plan pertaining to applicability. Mr. Anderson explained that an exempt development plan was a development amendment small scale enough that the plan would not need to go before the board or City Council. A non-exempt development plan, however, would need to go before the board and City Council and would need to meet the Citizen Participation Plan (CPP) requirement. Examples of a non-exempt development would be an established Planned Unit Development like Bayside Lakes that still had undeveloped parcels; a development that never had a CPP; or a development where the CPP was held years ago but the project had changed.

Mr. Good asked whether the 500-foot radius requirement for notifications to be sent to affected property owners would remain in effect. Mr. Anderson indicated that this was correct.

Ms. Maragh remarked on how the board would have the opportunity to review the comments of those who attended the CPP meetings, and she wanted to know about the format for live-streamed CPP meetings. Mr. Anderson noted that the CPP reports would be provided with the staff reports, and he explained that live-streamed CPP meetings were only an option at this time since certain areas of the City were not live-stream capable or equipped with microphones.

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

Motion to submit Case T-7-2023 to City Council for approval.

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

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

The board resumed consideration of items in the order shown on the agenda.

1. **\*\*CU-1-2023 - REQUEST TO CONTINUE TO 02/01 P&Z - Automotive Gas/Fuel Sales - Gary Smigiel, Ascot Palm Bay Holdings, LLC (Pursuit Development, LLC, Rep.) – A Conditional Use to allow retail automotive gas/fuel sales in a**



**CC, Community Commercial District, in accordance with Section 185.043(D)(3) of the Palm Bay Code of Ordinances. A Portion of Tax Parcel 501, Section 21, Township 28, Range 36, Brevard County, Florida, containing approximately 2.00 acres. Located at the northeast corner of Emerson Drive NW and St. Johns Heritage Parkway NW**

Ms. Jordan announced the request to continue Case CU-1-2023 to the February 1, 2023 Planning and Zoning Board meeting. Board action was required to continue the case.

Motion to continue Case CU-1-2023 to the February 1, 2023 Planning and Zoning Board meeting.

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

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

City Council will hear Case CU-1-2023 on March 2, 2023.

2. **T-7-2023 - Citizen Participation Plan – City of Palm Bay (Growth Management Department) – A Textual Amendment to the Code of Ordinances, Title XVII, Land Development Code, Chapter 169: Land Development Code, Section 169.005, to amend Citizen Participation Plans**

Case T-7-2023 was discussed under New Business, prior to Item 1.

#### **OTHER BUSINESS:**

1. Ms. Jordan suggested that board members absent from the December Planning and Zoning Board meeting take time to access the recorded presentations by the City Attorney and City Manager.

#### **ADJOURNMENT:**

The meeting was adjourned at approximately 6:10 p.m.



## ORDINANCE 2023-06

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, TITLE XVII, LAND DEVELOPMENT CODE, CHAPTER 169, LAND DEVELOPMENT CODE, BY MODIFYING PROVISIONS RELATED TO CITIZEN PARTICIPTION PLANS; PROVIDING FOR THE REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFICIT HEREWITH; PROVIDING FOR INCLUSION IN THE CITY OF PALM BAY CODE OF ORDINANCE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

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

**SECTION 1.** The City of Palm Bay Code of Ordinances, Title XVII, Land Development Code, Chapter 169, Land Development Code, Section 169.005, Citizen Participation Plans, is hereby amended and shall henceforth read as follows:

**“Section 169.005 CITIZEN PARTICIPATION PLANS.**

(A) *Purpose.* The purpose of the citizen participation plan is to:

\* \* \*

(4) The citizen participation plan is not intended to produce complete consensus on all applicants >>applications<<, but to encourage applicants to be good neighbors and to allow for informed decision-making.

(B) *Applicability.*

(1) Every application for development that requires a Comprehensive Plan Future Land Use Map or Zoning Map Amendment, preliminary subdivision approval, preliminary planned unit development, >>non-exempt development plan amendment<<, or a conditional use shall include a citizen participation plan >>and a citizen participation report<< that must be implemented prior to an application being deemed sufficient for staff review and scheduling of public hearings.

(2) When in compliance with all other city ordinances and regulations, the following projects are exempted from the other provisions of this section.

(a) Construction of one single-family detached dwelling.



(b) Construction of ten (10) or less multi-family dwelling units, regardless of density.

(c) Amendments to an approved Planned Unit Development (PUD) ~~provided that less than twenty percent (20%) of the total acreage of the PUD is subject to the amendment~~ >>that are exempt per section 185.066(C)(2)<<.

(C) >>Meeting notice and<< plan contents.

(1) At a minimum, the >>applicant shall host at least one<< citizen participation plan >>that<< shall include the following information: >>be held within city limits and may be accompanied by a virtual meeting link.<<

>>(2) The citizen participation plan shall include the following information:<<

(a) >>A copy of the notice containing the date, time and location of the meeting that was mailed to all<< Which residents, property owners, interested parties, political jurisdictions and public agencies >>that<< may be affected by the application; >>within five hundred (500) feet of the subject property and a copy of the mailing list. These requirements apply in addition to any notice provisions required elsewhere in the Land Development Regulations. Citizen Participation Plan meeting dates may not overlap with any City of Palm Bay Council meetings or Planning and Zoning Board meetings.<<

(b) ~~How those parties identified in division (C)(1) of this section will be notified that an application has been made including a letter introducing the proposed project and describing the impact it may have on the surrounding properties, providing a proposed site plan and a contact name, phone number and address where parties may address questions;~~ >>A brief statement introducing the request, identifying the location of the subject parcel(s), the total acreage, its current use, its current Future Land Use designation, its current zoning designation and identifying whether it is improved or unimproved.<<

(c) ~~How those parties identified in division (C)(1) of this section will be informed of a substantive of change, amendment, or development to the proposed application;~~

(d) ~~How those identified in division (C)(1) of this section will be provided an opportunity to discuss the applicant's proposal with the applicant and express any concerns, issues, or problems they may have with the proposal in advance of the public hearing or public review and comment period; at a minimum there should be at least one (1) informational meeting held on a~~



~~Monday, Tuesday or Wednesday evening after 6:00 p.m. at least seven (7) days before the first scheduled city public hearing or administrative review;~~

~~(e) — The applicant's schedule for completion of the citizen participation plan;~~

~~(f) — How the applicant will keep the Growth Management Department informed as to the status of his or her citizen participation efforts.~~

~~(2>>3<<) The level of citizen interest and area of involvement will vary depending on the nature of the application and the project's location. The applicant will determine the target area for notification after consultation with and approval of the Growth Management Department. >>During the Citizen Participation Plan meeting, the applicant shall provide an overview of the request describing the potential impact the proposed request may have on the surrounding properties.<<~~

~~(3>>4<<) In no case shall the notification area be less than that required in other sections of the Land Development Regulations. >> Citizen Participation Plan meetings must be held within ninety (90) days of official submittal of a complete application to the City of Palm Bay.<<~~

~~(4) — The applicant shall notify neighborhood and homeowners' associations within the public notice area required by other sections of the Land Development Regulations.~~

~~(5) — The applicant shall notify any other persons, organizations or agencies as deemed appropriate after consultation with the Growth Management Department.~~

~~(6) — These requirements apply in addition to any notice provisions required elsewhere in the Land Development Regulations.~~

~~(7) — At the applicant's discretion, applicant may submit a citizen participation plan, along with the required processing fee, and begin implementation prior to the formal application submittal. This shall not occur until after consultation with the Growth Management Department.~~

(D) *Citizen participation report.*

(1) When a citizen participation plan is required, the applicant shall provide a written report, satisfactory to the Director of the Growth Management Department >>on a city prescribed form<<, documenting the results of the citizen participation effort prior to the notice of public hearing or notice of public review and comment period on the application >>plan meeting<<. This report shall be made a part of the administrative record and shall be >>required as



part of the complete application submittal package and<< filed with the Growth Management Department at least five (5) days before the city's first public hearing or final administrative review.

(2) The citizen participation report shall describe the methods the applicant employed to involve the public, including: >>include a copy of any meeting notice(s) and any attachments or accompanying materials included with the notice.<<

(a) — Dates and locations of all meetings where citizens were invited to discuss the applicant's proposal;

(b) — The content, dates mailed, and number of mailings, including letters, meeting notices, newsletters and other writings;

(c) — A description of where residents, property owners and other interested parties receiving notices, newsletters, or other written materials are located; and

(d) — The number of people who participated in the process.

(3) The report shall >>identify the number of attendees, include a copy of the sign-in sheet, any materials distributed or presented at the meeting and<< summarize the substance of concerns, issues and problems expressed during the process >>meeting<<.

(4) The report shall describe how the applicant has addressed, or intends to address the concerns, issues and problems expressed during the process.

(5) The report shall identify which concerns, issues and problems the applicant is unwilling or unable to address, if any, and shall state why >>the applicant's justification<<."

**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 2023-XX, held on \_\_\_\_\_, 2023; and read in title only and duly enacted at Meeting 2023-XX, held on \_\_\_\_\_, 2023

\_\_\_\_\_  
Rob Medina, MAYOR

ATTEST:

\_\_\_\_\_  
Terese M. Jones, CITY CLERK

Reviewed by CAO: \_\_\_\_\_

Applicant: City of Palm Bay  
Case: T-7-2023

Strikethrough words shall be deleted; highlighted words that will included will be placed in between two arrow symbols (>> <<). Deletions and additions constitute the proposed amendment. Words remaining are now in effect and remain unchanged.





## **LEGISLATIVE MEMORANDUM**

**DATE:** 2/2/2023

**RE:** Adoption of Minutes: Meeting 2023-01; January 5, 2023.

**ATTACHMENTS:**

**Description**

Minutes - Meeting 2023-01



# **CITY OF PALM BAY, FLORIDA**

## **REGULAR COUNCIL MEETING 2022-36**

Held on Thursday, the 5<sup>th</sup> day of January 2023, 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 6:01 P.M.

Pastor David Cannon, Grace Bible Church, Palm Bay, gave the invocation which was followed by the Pledge of Allegiance to the Flag.

### **ROLL CALL:**

<b>MAYOR:</b>	Rob Medina	Present
<b>DEPUTY MAYOR:</b>	Donny Felix	Present
<b>COUNCILMEMBER:</b>	Kenny Johnson	Present
<b>COUNCILMEMBER:</b>	Randy Foster	Present
<b>COUNCILMEMBER:</b>	Peter Filiberto	Present
<b>DEPUTY CITY MANAGER:</b>	Joan Junkala-Brown	Present
<b>CITY ATTORNEY:</b>	Patricia Smith	Present
<b>DEPUTY CITY CLERK:</b>	Terri Lefler	Present

**CITY STAFF:** Fred Poppe, Recreation Director.

### **ANNOUNCEMENTS:**

Deputy Mayor Felix announced the following vacancy and solicited applications for same:

- 1. One (1) vacancy on the Youth Advisory Board (represents 'at-large student member' position).++**

### **AGENDA REVISION(S):**

There were no agenda revisions.

### **PRESENTATIONS:**

- 1. Sunrise Consulting Group, State Lobbyist - update.**

Shawn Foster and Andrew Carlisle appeared virtually and advised that the 2023 Legislative Session would begin March 7<sup>th</sup> and funding requests were due by February 13<sup>th</sup>. Mr. Foster provided an overview of the financial outlook for the state, leadership



priorities for the state and local priorities for the city. Mr. Carlisle advised of proposed bills that would affect local government – vacation rentals; permitting; and release of balloons.

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

Individuals made general comments.

1. Tom Gaume, resident, asked for help with the longstanding issue of public safety in the area known as the Compound. He recommended creating an ad-hoc committee to come up with solutions that would include the Police, Fire and Public Works Departments.

Mayor Medina liked the idea of having a meeting to discuss options in the Compound. Mr. Filiberto supported an ad hoc committee and suggested that it be comprised of three (3) residents, one (1) member of the Police Department and one (1) member of City Council. Mr. Foster felt a workshop was the best idea and to invite property owners in that area. Mr. Johnson said a committee could take weeks or months to establish. He and Deputy Mayor Felix agreed with a workshop. Council concurred to schedule a workshop.

**PUBLIC HEARING(S):**

**1. Ordinance 2022-124, amending the Code of Ordinances, Chapter 185, Zoning Code, Subchapter 'Supplementary District Regulations' by modifying provisions related to model homes (Case T-52-2022, LGI Homes), final reading.**

The City Attorney read the ordinance in caption only. The public hearing was opened. Tres Williams, LGI Homes, presented the request to Council. The public hearing was closed.

Motion by Mr. Johnson, seconded by Mr. Foster, to adopt Ordinance 2022-124. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Felix, Yea; Councilman Johnson, Yea; Councilman Foster, Yea; Councilman Filiberto, Yea.

**2. Ordinance 2022-127, naming a private roadway to be known as Astor Drive NE, 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 Mr. Johnson, seconded by Mr. Foster, to adopt Ordinance 2022-127. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Felix, Yea; Councilman Johnson, Yea; Councilman Foster, Yea; Councilman Filiberto, Yea.

**3. Ordinance 2022-128, vacating a portion of the rear public utility and drainage easement located within Lot 10, Block 2065, Port Malabar Unit 46 (Case VE-6-2022, Walter Gordon), final reading.**

The City Attorney read the ordinance in caption only. The public hearing was opened. The applicant presented the request to Council.

Bill Battin, resident, commented on how long it took to vacate an easement and the impact on residents, and this item was just to erect a shed. The public hearing was closed.

Motion by Mr. Johnson, seconded by Deputy Mayor Felix, to adopt Ordinance 2022-128. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Felix, Yea; Councilman Johnson, Yea; Councilman Foster, Yea; Councilman Filiberto, Yea.

**4. Ordinance 2022-125, rezoning property located north of and adjacent to Emerson Drive, in the vicinity east of St. Johns Heritage Parkway, from AU (Agricultural Residential) (Brevard County), to CC (Community Commercial District) (13.96 acres) (Case Z-59-2022, Ascot Palm Bay Holdings, LLC), final reading. (Quasi-Judicial Proceeding)**

The City Attorney read the ordinance in caption only. The public hearing was opened. Ana Saunders, BSE Consultants and representative for the applicant, presented the request to Council. The public hearing was closed.

Motion by Mr. Johnson, seconded by Mayor Medina, to adopt Ordinance 2022-125. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Felix, Yea; Councilman Johnson, Yea; Councilman Foster, Yea; Councilman Filiberto, Yea.

**5. Ordinance 2022-126, granting approval of a Final Development Plan for a residential subdivision to be known as 'Everlands Phase II (also known as NE-Quad)' on property located west of and adjacent to St. Johns Heritage Parkway, in the vicinity north of Emerson Drive (143.73 acres) (Case FD-60-2022, DRP FL 6, LLC), final reading. (Quasi-Judicial Proceeding)**

The City Attorney read the ordinance in caption only. The public hearing was opened. Ana Saunders, BSE Consultants and representative for the applicant, presented the request to Council. The public hearing was closed.



Motion by Mr. Johnson, seconded by Deputy Mayor Felix, to adopt Ordinance 2022-126, subject to staff comments contained in the Staff Report. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Felix, Yea; Councilman Johnson, Yea; Councilman Foster, Yea; Councilman Filiberto, Yea.

**6. Ordinance 2022-119, amending the Code of Ordinances, Chapter 93, Real Property Nuisances, Subchapter 'Unsightly and Unsanitary Conditions', by modifying provisions related to unimproved real property (Case T-57-2022, City of Palm Bay), final reading.**

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

Individuals spoke in favor of the request.

Bill Battin, resident, was concerned that the ordinance was being written based on one individual and it could be detrimental to other people. He said his property may be highly affected due to its Rural Residential District zoning.

The public hearing was closed.

Motion by Mr. Johnson, seconded by Deputy Mayor Felix, to adopt Ordinance 2022-119. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Felix, Yea; Councilman Johnson, Yea; Councilman Foster, Yea; Councilman Filiberto, Yea.

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

**7. Ordinance 2023-02, rezoning property located north and south of Ersoff Boulevard, in the vicinity east of Lipscomb Street, from HC (Highway Commercial District) to RMH (Residential Mobile Home District) (2.87 acres) (Case Z-58-2022, Paul Daly and Don Ballew), first reading. (Quasi-Judicial Proceeding) (CONTINUED FROM 12/06/22 RCM)**

The Planning and Zoning Board recommended approval of the request.

The City Attorney read the ordinance in caption only. The public hearing was opened. Attorney Kim Rezanka, representative for the applicant, presented the request to Council. The public hearing was closed.



Motion by Mr. Johnson, seconded by Mr. Foster, to approve Ordinance 2023-02. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Felix, Yea; Councilman Johnson, Yea; Councilman Foster, Yea; Councilman Filiberto, Yea.

**8. Consideration of a Substantial Amendment to the City's approved Fiscal Years 2018-2019, 2020-2021, 2021-2022, and 2022-2023 Annual Action Plans for Community Development Block Grant entitlement funds, only one hearing required.**

The public hearing was opened. Mrs. Junkala-Brown presented the request to Council. There were three (3) substantial amendments: funding increase for the purchase of a quint to support Fire Station 7; amendment to the scope for drainage improvements in Driskell Heights; and funding increase to replace twenty-eight (28) existing and deteriorating benches along the lineal path in Driskell Heights (Liberia Park).

Mayor Medina asked the lifespan of the composite recycled benches. Mr. Poppe responded that it was 25-30 years. The public hearing was closed.

Motion by Mr. Johnson, seconded by Deputy Mayor Felix, to approve a Substantial Amendment to the City's approved Fiscal Years 2018-2019, 2020-2021, 2021-2022, and 2022-2023 Annual Action Plans for Community Development Block Grant entitlement funds. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Felix, Yea; Councilman Johnson, Yea; Councilman Foster, Yea; Councilman Filiberto, Yea.

**CONSENT AGENDA:**

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

Motion by Deputy Mayor Felix, seconded by Mr. Johnson, that the Consent Agenda be approved as presented with the removal of Items 3 and 8, from consent. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Felix, Yea; Councilman Johnson, Yea; Councilman Foster, Yea; Councilman Filiberto, Yea.

**1. Adoption of Minutes: Regular Council Meeting 2022-33; November 17, 2022.**

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



**2. Adoption of Minutes: Regular Council Meeting 2022-35; December 6, 2022.**

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

**3. Contract: Design services for City Hall Complex Building E – Task Order 1, Amendment 3 (IT and Emergency Operations) – Parks and Facilities Department (Silling Architects - \$115,120).**

Staff Recommendation: Approve Amendment 3 to Task Order 1 (IT and Emergency Operations) against the master agreement for design services for City Hall Complex, Building E, with Silling Architects in the amount of \$115,120.

Bill Battin, resident, said it was taking a long time to get to completion of Building E and questioned if staff would run out of time to utilize the American Rescue Plan Act (ARPA) funding. He also asked if departments would be relocated to the City Hall campus or would some still be scattered throughout the city.

Mrs. Junkala-Brown said the deadline for ARPA was December 31, 2026, and she did not foresee an issue with being able to expend the funds prior to that time. She said there would still be some offices spread throughout the City.

Motion by Mr. Johnson, seconded by Deputy Mayor Felix, to approve Amendment 3 to Task Order 1 as requested. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Felix, Yea; Councilman Johnson, Yea; Councilman Foster, Yea; Councilman Filiberto, Yea.

**4. Contract: Miscellaneous wastewater collection system improvements project design, permitting, and bidding services – Task Order 23-02-IS – Utilities Department (Infrastructure Solution Services, \$164,700).**

Staff Recommendation: Approve Task Order 23-02-IS for miscellaneous wastewater collection system improvements project design, permitting, and bidding services with Infrastructure Solution Services in the amount of \$164,700.

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

**5. Miscellaneous: ‘Cooperative Purchase’, generator, fuel tank and automatic transfer switch (ATS) replacement, Lift Station 93 (Florida Sheriff’s contract) – Utilities Department (LJ Power - \$113,400); approve the appropriation of funds on the next scheduled budget amendment.**



Staff Recommendation: Approve the award for the generator, fuel tank and automatic transfer switch (ATS) replacement for Lift Station 93 to LJ Power, through the Florida Sheriff's contract, in the amount of \$113,400; and approve the appropriation of funds on the next scheduled budget amendment.

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

**6. Miscellaneous: Emergency dispatch system, Phase 2, Mach Alerting System and installation – Fire Department (Mach Alert, Inc. and Communications International, Inc. - \$119,740); and authorize use of Fire Impact Fees to complete Phase 2 of the emergency dispatch system.**

Staff Recommendation: Approve the sole source purchase of the Mach Alerting System equipment and installation with Mach Alert, Inc. and Communications International, Inc. in the amount of \$119,740; and authorize use of Fire Impact Fees to complete Phase 2 of the emergency dispatch system.

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

**7. Miscellaneous: Special Procurement and Waiver of the Procurement Process, three (3) passenger vans – QUO 18-0-2023 – Recreation Department (Step One Automotive - \$142,050); and approve the appropriation of funds on the next scheduled budget amendment (\$26,550).**

Staff Recommendation: Approve the award of special procurement and waiver of the procurement process for three (3) passenger vans for the Recreation Department with Step One Automotive (Crestview) in the amount of \$142,050; and approve the appropriation of funds on the next scheduled budget amendment in the amount of \$26,550.

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

**8. Resolution 2023-01, establishing a Building Permit Fee Reduction Program as an economic development incentive tool to encourage certain commercial and industrial development projects.**

The City Attorney read the resolution in caption only.



Bill Battin, resident, asked the impact of the overall operation of the City. He said that residents, who may struggle more financially, were required to pay outrageous fees for something as simple as a shed in their backyard. He said that Council and staff should be thinking about the residents, not just commercial and industrial.

Mrs. Junkala-Brown said this was an economic development tool with the intent to create jobs and encourage capital investment which would, in turn, provide added tax revenue to the city.

Motion by Mr. Johnson, seconded by Mayor Medina, to adopt Resolution 2023-01. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Felix, Yea; Councilman Johnson, Yea; Councilman Foster, Yea; Councilman Filiberto, Yea.

**9. Ordinance 2023-03, amending the Fiscal Year 2022-2023 budget by appropriating and allocating certain monies (first budget amendment), first reading.**

The City Attorney read the ordinance in caption only.

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

**10. Consideration of allocating Stormwater Utility Undesignated Funds for the construction of Weldon Street at C-42-R Culvert Replacement, Project 18SU05 (\$450,000).**

Staff Recommendation: Authorize the use of \$450,000 from Stormwater Utility Undesignated Fund balance for the construction of Weldon Street at C-42-R culvert replacement, Project 18SU05.

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

**11. Acknowledgement of the City's monthly financial report for October 2022 (Unaudited).**

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



**UNFINISHED AND OLD BUSINESS:**

**1. Appointment of two (2) members to the Citizens' Budget Advisory Board.**

Motion by Mr. Johnson, seconded by Mr. Foster, to appoint Jimmy Backus to the 'at-large' position on the Citizens' Budget Advisory Board. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Felix, Yea; Councilman Johnson, Yea; Councilman Foster, Yea; Councilman Filiberto, Yea.

Motion by Mr. Johnson, seconded by Mr. Foster, to deny the appointment of Daniel Acosta to the 'at-large' position on the Citizens' Budget Advisory Board due to the application being incomplete.

Motion carried with members voting as follows:

Mayor Medina	Nay
Deputy Mayor Felix	Yea
Councilman Johnson	Yea
Councilman Foster	Yea
Councilman Filiberto	Nay

**NEW BUSINESS:**

**1. Consideration of a co-sponsorship request from CareerSource Brevard for a job fair to be held on February 8, 2023, at the Tony Rosa Community Center.**

Staff Recommendation: Approve the City's co-sponsorship with CareerSource Brevard for a Veteran-focused job fair to be held on February 8, 2023, at the Tony Rosa Community Center, authorizing \$1,275 in fee waivers.

Motion by Mr. Johnson, seconded by Mayor Medina, to approve the co-sponsorship request as recommended by City staff. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Felix, Yea; Councilman Johnson, Yea; Councilman Foster, Yea; Councilman Filiberto, Yea.

**COUNCIL REPORTS:**

Councilmembers addressed various subject.



1. Mr. Johnson announced that he would hosting a Town Hall meeting at Skeebo's Rib Shack on Friday, January 13<sup>th</sup>, to highlight what's going on in Palm Bay.
2. Mayor Medina asked the City Attorney and City Clerk to work on implementing the new laws regarding legal notices as there would be a cost savings to the city. Ms. Smith advised that Brevard County was the lead and staff would provide information as it became available.

**ADMINISTRATIVE AND LEGAL REPORTS:**

1. Mrs. Junkala-Brown announced upcoming meetings and events.

**PUBLIC COMMENTS/RESPONSES:**

Individuals made general comments.

1. Bill Battin, resident, asked about the clearing of land adjacent to Fire Station 5. Mrs. Junkala-Brown responded that she was unaware of the clearing and would have staff research same.

**ADJOURNMENT:**

There being no further business, the meeting adjourned at the hour of 8:02 P.M.

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Rob Medina, MAYOR

ATTEST:

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Terri J. Lefler, DEPUTY CITY CLERK





## LEGISLATIVE MEMORANDUM

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

**FROM:** Suzanne Sherman, City Manager

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

**DATE:** 2/2/2023

**RE:** Contract: Brass fittings (Ford Brand only), purchasing authority - Utilities Department (Ferguson Enterprises, Inc. - \$190,000).

On February 6, 2020, Council approved the award of IFB #17-0-2020/SZ for Brass Fittings (Ford Brand only) to Ferguson Enterprises, Inc. for a two-year term with estimated annual expenditures of \$150,000. The term began on March 5, 2020 and ended on March 4, 2022. The contract was renewed for the term March 5, 2022 through March 4, 2023 with a 12% price increase. Council approved a revised annual expenditure of \$400,000 on August 18, 2022.

The Utilities Department anticipates the annual expenditures will exceed the revised estimated annual expenditures by \$190,000, for a revised estimated annual expenditure of \$590,000. The increase is due to growth in the City, price increases, and the need to increase on-hand quantities due to current supply issues.

### REQUESTING DEPARTMENT:

Utilities, Procurement

### FISCAL IMPACT:

Funding is available in multiple Utilities operating, and renewal and replacement accounts. The total revised estimated annual expenditure will be \$590,000. Purchase orders are issued on an "as needed" basis.

### RECOMMENDATION:

Motion to approve an increase of \$190,000 in annual purchasing authority for contract #17-0-2020 for the purchase of Brass Fittings (Ford Brand only) from Ferguson Enterprises, Inc. located in Melbourne, 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, Chief Procurement Officer

**DATE:** 2/2/2023

**RE:** Miscellaneous: 'Piggyback Purchase', fire hydrants (City of Melbourne contract) - Utilities Department (Ferguson Enterprises, Inc. - \$150,000 annually).

The City of Palm Bay Utilities Department programs replacements and upgrades to fire hydrants throughout the water distribution system.

Staff is requesting approval to utilize City of Melbourne Contract 02-010-0-2019/NC, Fire Hydrants, with Ferguson Enterprises, Inc. This contract was awarded May 27, 2019 for a one-year term, with the option to renew four (4) additional twelve (12) month terms. The contract has been renewed to May 26, 2023. Staff has reviewed this contract and has determined that it meets the needs of the Utilities Department.

In accordance with the City's Code of Ordinance, Section 38.13(F)(4) Cooperative Purchases and Piggyback Purchases: The City may utilize (piggyback) a contract entered into by another governmental or public entity and a provider of supplies or services required by the City, if the Chief Procurement Officer determines that it is practicable and advantageous for the City to employ this method of purchase, and such contracts specify that they are cooperative procurements at the time of solicitation or the governmental entity Procurement official otherwise agrees to the use of such contract in writing. Any such contracts equal to or in excess of one hundred thousand dollars (\$100,000) shall go to the City Council for approval.

### **REQUESTING DEPARTMENT:**

Utilities, Procurement

### **FISCAL IMPACT:**

Funding is available in the Utilities Department Renewal & Replacement Fund, account 424-8022-533-6324, project 19WS13. The estimated annual expenditures is \$150,000; and is subject to budget approvals of Capital Improvement Projects for subsequent years. Purchase orders will be issued on an "as need" basis.

### **RECOMMENDATION:**

Motion to approve the piggyback of City of Melbourne Contract 02-010-0-2019/NC, Fire Hydrants with Ferguson Enterprises, Inc., located in Melbourne, Florida.



**ATTACHMENTS:**

**Description**

**Bid Tabulation**



<div>City of Melbourne, Florida</div> <div>Procurement Division</div>				BID TABULATION SHEET - FINAL							
Title:	Fire Hydrants			Bidders							
Bid No.:	ITB-02-010-0-2019/NC			Fortiline Waterworks		Core & Main LP		Ferguson Enterprises			
Due Date/Time:	3/28/2019 by 3:00 PM ET										
Department:	Utility Operations			Daytona, FL		Ft. Pierce, FL		Melbourne, FL			
Addendum:	1										
ITEM#	DESCRIPTION	EST. ANNUAL QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE		
1	Fire Hydrant with a 42” burying height, per bid specifications.	60	EA	\$1,561.00	\$93,660.00	\$1,579.75	\$94,785.00	\$1,522.00	\$91,320.00		
	Proposed Manufacturer :			Mueller		NA		NA			
	Percentage Increase Year 2		5%	\$1,639.05	\$ 98,343.00	1.5%	\$1,603.45	\$96,206.78	0%	\$1,522.00	\$91,320.00
	Percentage Increase Year 3		10%	\$1,802.96	\$ 108,177.30	2%	\$1,635.52	\$98,130.91	3%	\$1,567.66	\$94,059.60
	Percentage Increase Year 4		10%	\$1,983.25	\$ 118,995.03	3%	\$1,684.58	\$101,074.84	0%	\$1,567.66	\$94,059.60
	Percentage Increase Year 5		10%	\$2,181.58	\$ 130,894.53	3%	\$1,735.12	\$104,107.08	3%	\$1,614.69	\$96,881.39
2	Fire Hydrant with a 24” burying height, per bid specifications.	5	EA	\$1,395.00	\$6,975.00	\$1,471.32	\$7,356.60	\$1,486.50	\$7,432.50		
	Proposed Manufacturer :			Mueller		NA		NA			
	Percentage Increase Year 2		5%	\$1,464.75	\$7,323.75	1.5%	\$1,493.39	\$7,466.95	0%	\$1,486.50	\$7,432.50
	Percentage Increase Year 3		10%	\$1,611.23	\$8,056.13	2%	\$1,523.26	\$7,616.29	3%	\$1,531.10	\$7,655.48
	Percentage Increase Year 4		10%	\$1,772.35	\$8,861.74	3%	\$1,568.96	\$7,844.78	0%	\$1,531.10	\$7,655.48
	Percentage Increase Year 5		10%	\$1,949.58	\$9,747.91	3%	\$1,616.02	\$8,080.12	3%	\$1,577.03	\$7,885.14
3	Fire Hydrant with a 60” burying height, per bid specifications.	5	EA	\$1,711.94	\$8,559.70	\$1,688.29	\$8,441.45	\$1,631.00	\$8,155.00		
	Proposed Manufacturer :			Mueller		NA		NA			
	Percentage Increase Year 2		5%	\$1,797.54	\$8,987.69	1.5%	\$1,713.61	\$8,568.07	0%	\$1,631.00	\$8,155.00
	Percentage Increase Year 3		10%	\$1,977.29	\$9,886.45	2%	\$1,747.89	\$8,739.43	3%	\$1,679.93	\$8,399.65
	Percentage Increase Year 4		10%	\$2,175.02	\$10,875.10	3%	\$1,800.32	\$9,001.62	0%	\$1,679.93	\$8,399.65
	Percentage Increase Year 5		10%	\$2,392.52	\$11,962.61	3%	\$1,854.33	\$9,271.66	3%	\$1,730.33	\$8,651.64
Total Contract Cost			\$641,305.93			\$576,691.58		\$547,462.62			





## LEGISLATIVE MEMORANDUM

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

**FROM:** Suzanne Sherman, City Manager

**THRU:** Juliet Misconi, Deputy City Manager, Greg Minor, Parks and Facilities Director

**DATE:** 2/2/2023

**RE:** Miscellaneous: 'Cooperative Purchase', athletic surfacing and asphalt maintenance (National Cooperative Purchasing Alliance Contract) – Parks and Facilities Maintenance Department (The NIDY Sports Construction Company - \$99,900).

The Parks & Facilities Maintenance Department is seeking to demolish and reinstall the basketball courts at Liberty Park. A solicitation was issued by the Procurement office on behalf of the City for these services utilizing CBDG funds in October of 2022. Three submittals were received from general contractors, as opposed to sports surfacing contractors, and were extremely over budget. Procurement conducted extra outreach and found that the sports surfacing contractors could not meet the timeframe of the bid.

As CBDG funds were being used, there was a time frame that had to be met to utilize the funds. During the extra research it was brought to the City's attention that there was a cooperative contract available from the National Cooperative Purchasing Alliance (NCPA) for these services from the NIDY Sports Construction Company that could be utilized to meet the City's timeframe to spend the CBDG funds.

The NCPA is a leading national government purchasing cooperative that utilizes buying power to aid public agencies in all 50 states. NCPA's lead agency is Region 14 ESC, a local governmental agency out of Texas. Region 14 ESC competitively solicits master contracts for use by public agencies. The awards are based on quality, performance, and pricing. Each award establishes a contract that contains language that allows the contract to be accessible nationally to public agencies whose state allows for piggybacking. The quote from Nidy matches the contract and is under the budget for this portion of the project. In addition, the solicitation completed by Region 14 ESC meets the requirements of the Code of Federal Regulations Procurement Standards.

In accordance with the City's Code of Ordinance, Section 38.13(F)(4) Cooperative Purchases and Piggyback Purchases: The City may utilize (piggyback) a contract entered into by another governmental or public entity and a provider of supplies or services required by the City, if the Chief Procurement Officer determines that it is practicable and advantageous for the City to employ this method of purchase, and such contracts specify that they are cooperative procurements at the time of solicitation or the governmental entity Procurement official



otherwise agrees to the use of such contract in writing. Any such contracts equal to or in excess of one hundred thousand dollars (\$100,000) shall go to the City Council for approval.

**REQUESTING DEPARTMENT:**

Parks and Facilities

**FISCAL IMPACT:**

Funding for \$99,900 is available in account #112-3411-554-6332 Project #22CD38.

**RECOMMENDATION:**

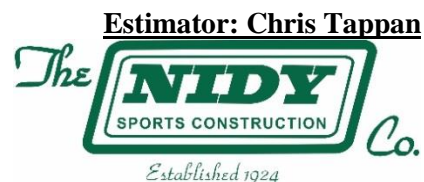
Motion to approve the use of NCPA Cooperative Contract #08-20, Athletic Surfacing & Asphalt Maintenance with The NIDY Sports Construction Company located in Sanford, Florida.

**ATTACHMENTS:**

**Description**

**The NIDY Sports Company Basketball Proposal**





## **BASKETBALL PROPOSAL**

*Submitted To:*

January 12, 2023

City of Palm Bay

RE: Liberty Park Basketball Court

1150 DeGroot Road SW

Palm Bay, FL 32908

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*Payment to be upon completion. Price subject to change after 60 days. **Price below calculated using the National Cooperative Purchasing Alliance Contract 08-20.***

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**Two Court Reconstruction: \$99,900.00**

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### **SCOPE OF WORK (APPROX. 1,400 SY):**

- 1) Mobilization.
- 2) Remove and dispose of existing concrete court (existing basketball goals to remain).
- 3) Furnish and install 6" of Limerock; laser grade and compact
- 4) Pave 1 1/2" of SP 9.5 RAP Asphalt on court. Paved Area: 105' x 120'
- 5) Flood courts and patch any areas holding water per ASBA and USTA guidelines.
- 6) Apply two (2) coats of Acrylic Resurfacer over the entire surface of the court.
- 7) Apply two (2) coats of Color Coating over the entire surface of the court.
  - a. Court Color: Dark Green
- 8) Paint regulation basketball markings with white textured line paint.

### **NOTES:**

- 1) Water must be allowed to drain from court surface. Do not block water flow on side of court with grass or landscaping.
- 2) Owner to provide suitable access for equipment, water, and electric as required.
- 3) Should owner request additional material applied or other work performed to the surface of court which is not outlined above, it will be at an extra cost.
- 4) **EXCLUSIONS:** Mass excavation of fill, infill, tree/landscape removal, survey, layout, permits, erosion control, materials testing, sodding, root barrier, sidewalks, curbs, fencing, basketball equipment, trench drains, irrigation, relocation of utilities, shade structures, cabanas, benches, court lighting, or conduit.



**CRACKS IN COURTS:**

It should be noted that as your basketball court ages, it will develop cracks. After resurfacing, new cracks may appear and repaired cracks will reappear. Cracks develop in courts for various reasons with the most common being:

- 1) Constant expansion and contraction of more than 7,000 square feet of surface per court in response to constant fluctuations in ambient temperatures. These daily fluctuations are often greatest in winter.
- 2) Loss of flexibility of the asphalt as it ages and loses the oils used in the manufacturing process.
- 3) Changes in subsurface stability reflecting through the court surface.

Nidy does **NOT** provide any written or implied guarantee of courts being free from existing or new cracks; thus, cannot and does not warrant against new cracks appearing or old cracks reappearing after the court has been resurfaced.

**WARRANTY:**

Color Coating is warranted against any excessive fading for a period of one year from application. Surface is warranted against peeling and flaking for a period of one year from application. Problems from normal wear, vandalism, and improper care are excluded.

Owner's Name & Billing Address: \_\_\_\_\_

Job Site's Contact Name & Phone: \_\_\_\_\_

Job Site's Address: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Total Dollar Amount Authorized

\_\_\_\_\_  
Date





## LEGISLATIVE MEMORANDUM

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

**FROM:** Suzanne Sherman, City Manager

**DATE:** 2/2/2023

**RE:** Consideration of City Council Flag Program nominee, Ruben Saltares-Ruiz. (Mayor Medina)

The approval criteria for the City Council Flag Program was established at the July 7, 2022 Regular Council Meeting. The program allows for each member of Council to nominate up to three (3) individuals from the stated categories of first responders, military personnel, veterans, and those that have served and lived in the community. The nomination could be active, retired, or deceased individuals. The flag will be raised at City Hall and flown for one day or less. At the end of the time, the flag will be lowered, folded, and be given to the individual or family members along with a certificate with the dates that the flag was raised. This Program will run once a year and will be reviewed and considered annually. All flags purchased must be made in America.

All nominees will be submitted for consideration to the City Council for a vote at a Regular Council meeting.

Mayor Rob Medina has nominated Ruben Saltares-Ruiz to be a recipient of the Flag Program. Mr. Saltares-Ruiz is submitted under the category of Veteran, which is further defined as: nominee shall be a veteran as defined under Title 38 U.S.C 101 (2), an individual who served in the active military, naval, air, or space service, and who was discharged or released therefrom under conditions other than dishonorable. DD Form 214 shall be provided for proof of veteran status.

Staff has received and reviewed the DD Form 214 and confirmed veteran status and honorable discharge. Mr. Saltares-Ruiz grew up in Puerto Rico and enlisted in the U.S. Army at the age of 19. He fought in the Korean War as a Combat Medic for the 65th Infantry Regiment and was honorably discharged after serving for twenty-two months. He lived a life committed to serving others, including serving as an English teacher for thirty-four years. On March 16, 2018, Mr. Saltares-Ruiz was honored to receive the United States Congress's highest honor, the Congressional Gold Medal.

For these reasons, Mr. Saltares-Ruiz is recommended for approval as a City of Palm Bay Flag Program recipient.

**REQUESTING DEPARTMENT:**

**RECOMMENDATION:**

Motion to approve XXXXXXXXXX as a nominee for the City Council Flag Program.





## LEGISLATIVE MEMORANDUM

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

**FROM:** Suzanne Sherman, City Manager

**THRU:** Leslie Hoog, Fire Chief

**DATE:** 2/2/2023

**RE:** Consideration of reallocating a portion of capital funds from Fiscal Year 2023 to purchase a 14-foot technical rescue trailer for the Fire Rescue's Special Operations Team (\$12,000), and to complete the build-out of Brush Truck 2 (\$30,000).

As adopted in the Fiscal Year 2023 budget, City Council approved the purchase of 50 replacement air packs and 85 new regulators totaling \$533,842. The Procurement Department was able to obtain the air packs and regulators for \$422,745 (as included on the 11/3/2022 Regular Council meeting agenda), for a savings of \$111,097. At the 12/06/2022 Regular Council Meeting, Council approved the use of \$58,200 from these savings, leaving a balance of \$52,897.

The purpose of this memo is to request the use of \$42,000 from the savings referenced above, with \$12,000 being allocated to purchase an equipment trailer and \$30,000 to be added to the build-out budget for Brush Truck 2.

The Fire Department Special Operations team is in need of an equipment trailer to transport their rope/confined space and trench rescue equipment. The use of \$12,000 of the aforementioned savings will enable the City to purchase the equipment trailer under the Florida Sheriff's Contract.

Regarding the build-out for Brush Truck 2, on January 6, 2021, Council approved \$140,000 to purchase a brush truck for Station 2. The vehicle (body) was purchased on May 10, 2022, from Memphis Equipment. The skid for firefighting was the last major piece to be ordered as part of the build-out of the vehicle. At that time, the costs for the components of the build were all within budget.

During this time period, the City was in the process of procuring new Engine 2, and when the price for Engine 2 came in \$38,000 over budget, funds were transferred from the budget for Brush Truck 2 to complete the purchase of the higher-priority engine replacement (Brush Truck Project #22FD06 to Fire Engine #22FD04).

As shown in the attached cost breakdown, current estimates to complete the build-out of Brush Truck 2 reflect a budget shortage of \$28,311. Staff is requesting the allocation of \$30,000 to the budget to complete this project.

The Fire Department requests to utilize \$30,000 of the savings to complete the brush truck for Station 2.



**REQUESTING DEPARTMENT:**

Fire Department

**FISCAL IMPACT:**

Funds are available in Machinery and Equipment Acct. No. 001-6012-522-6401, from savings of the previously approved funds for air packs during the budget development process.

**RECOMMENDATION:**

Motion to approve utilization of capital funds to purchase the 14-foot equipment trailer to carry necessary equipment for the Special Operations Team, and to finish the build-out of Brush Truck 2.

**ATTACHMENTS:**

**Description**

**Email - Fleet Backup**

**Trailer Quote**

**Cost Breakdown**



**From:** [Timothy Hutker](#)  
**To:** [Susan Blair](#)  
**Cc:** [Susan Ziegler](#)  
**Subject:** FW: Budget  
**Date:** Friday, January 20, 2023 4:01:15 PM  
**Attachments:** [image001.png](#)

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**From:** Timothy Hutker  
**Sent:** Friday, January 20, 2023 3:59 PM  
**To:** Susan Ziegler <[Susan.Ziegler@palmbayflorida.org](mailto:Susan.Ziegler@palmbayflorida.org)>  
**Subject:** FW: Budget

Is this what you are looking for?

Tim

---

**From:** Jerry Brown <[jbrown@chemicalcontainers.com](mailto:jbrown@chemicalcontainers.com)>  
**Sent:** Friday, June 3, 2022 3:18 PM  
**To:** Timothy Hutker <[Timothy.Hutker@palmbayflorida.org](mailto:Timothy.Hutker@palmbayflorida.org)>  
**Cc:** Jeff Calcutt <[jcalcutt@chemicalcontainers.com](mailto:jcalcutt@chemicalcontainers.com)>; Shawn White <[swhite@chemicalcontainers.com](mailto:swhite@chemicalcontainers.com)>  
**Subject:** Budget

**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.

Good afternoon Tim,

We received word that our electrical department completed their work on your highwater brush truck this afternoon. The only items left that I am aware of are plumbing the 2-1/2" discharge across the top of the tank and hooking the pump motor up to the truck fuel system. We should be able to get the completed truck to you by the end of next week. We are pleased with the truck and think that you and FD staff will be too.

We had some challenges with the first truck, along with unprecedented cost increases on material. We exceeded our cost estimate considerably. We do expect to shorten our labor time on the next truck. That said, we think that a budget number of \$61,000 each on any additional trucks would be a safer budget number. Of course we will honor the bids and purchase orders on the first two trucks.

Please reach out if you have any questions or need any additional information.

Thank you,  
Jerry





Jerry Brown

CCI/Fire Apparatus Division

Toll-free: 1-800-346-7867

Mobile: 863-528-8538

[jbrown@chemicalcontainers.com](mailto:jbrown@chemicalcontainers.com)

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





5601 NW 13th Street  
Gainesville, FL 32653  
Office 352-378-4756

# Estimate

Date	Estimate #
12/1/2022	8268

Name / Address
City Of Palm Bay

Item	Description	Qty	Amount	Total
CARGO MATE C...	Quote from Florida Sheriff's Contract # FSA20-EQU18.0 Heavy Equipment Contract Specification #442 - Cargo Mate BL716TA2 - Base Trailer Delivered to the Central District	1	10,486.00	10,486.00
NS8516TA3	8.5 x 16 V-Nose, Medium Duty Cargo Trailer 10,000 lb. GVWR - Side Door - Rear Ramp Door, Spring Axles, Flat One Piece Aluminum Roof, .030 Exterior Skin, 24" Stone Guard, LED Lighting, 3/4" Plywood Floor, 16" OC Tubing Wall Posts, 6' 9" Ht	1	-30.00	-30.00
CMF5	44" Triple Tube Tongue	1	320.00	320.00
CMJC1	Adjustable 2-5/16" Ball Coupler	1	205.00	205.00
CMJC3	Extra Heavy-Duty Tongue Jack 7,000 Cap (upgrade from standerd jack)	1	220.00	220.00
CMCL4	Plastic Flow Thru Side Wall Vent (Pair)	1	95.00	95.00
Dealer	*** Color is White***		0.00	0.00
Dealer	*** DELETE V - Nose - No Extra Charge ***		0.00	0.00
	***Delete Side Door***			
	*** Delete Dove Tail***			
<b>Subtotal</b>			\$11,296.00	
<b>Sales Tax (0.0%)</b>			\$0.00	
<b>Total</b>			\$11,296.00	



<b>Asset #</b>	6048
<b>Fire Department Name</b>	Brush 2
<b>Project #</b>	22FD06
<b>Status</b>	Purchased from Memphis Equipment 5/10/22, 90-120 day lead time, need a bid for a skid

**Budget shortfall**

**Funding\_General Fund**

521-7070-519-6403	\$140,000.00
Transfer to Engine 2 - 22FD05	-\$38,000.00
<b>Total Funding</b>	<b>\$102,000.00</b>

<b>Costs</b>			<b>Charged to Account</b>
FMTV Purchase	\$33,000.00	PR74130	521-7070-519-6403
Hose Reel	\$1,891.40	PR74303	521-7070-519-6403
Pump & Motor	\$16,220.80	PR74303	521-7070-519-6403
Tires	\$9,248.88	in stock awaiting truck for install	
Skid Fabrication	\$61,000.00	waiting for funding to go to bid	
Tank	\$7,700.00	waiting for funding	
Lighting	\$1,000.00	Estimate waiting for funding	
Decals	\$250.00	Estimate waiting for funding	
<b>Total Cost</b>	<b>\$130,311.08</b>		

<b>Project Balance</b>	<b>(\$28,311.08)</b>
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## **LEGISLATIVE MEMORANDUM**

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

**FROM:** Suzanne Sherman, City Manager

**THRU:** Joan Junkala-Brown, Deputy City Manager

**DATE:** 2/2/2023

**RE:** Consideration to add a funding appropriations request for improvements to the memorial at Sacrifice Park to the City's 2023-2024 state legislative priorities.

On November 17, 2022, City Council approved the City's 2023 State legislative priorities to include state appropriations for the design and engineering of the widening of St. Johns Heritage Parkway, Septic-to-Sewer conversions, improvements to the gun range and training grounds known as 'The Range' owned by the City, and purchase of P-25 compliant radios for Fire Rescue. Staff is requesting to add an additional funding appropriation request to the City's 2023 State legislative priorities, specifically funding support in the amount of \$150,000 for improvements to the memorial at Sacrifice Park.

In 2022, the Mayor's Ball raised over \$40,000 to fund the architectural rendering for improvements to the memorial. The opinion of probable cost provided by the architect estimates the construction costs to be over \$240,000. While the 2023 Mayor's Ball seeks to raise at least \$100,000 towards the construction, the City is seeking additional funding support to complete this project.

**REQUESTING DEPARTMENT:**

City Manager's Office

**FISCAL IMPACT:**

There is no fiscal impact to the City. The Mayor's Ball will continue to raise funds for the improvements to the memorial at Sacrifice Park.

**RECOMMENDATION:**

Motion to authorize staff and the City's state lobbying firm, Sunrise Consulting Group, to advocate for the 2023 State legislative priorities of the City of Palm Bay.





## LEGISLATIVE MEMORANDUM

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

**FROM:** Suzanne Sherman, City Manager

**THRU:** Juliet Misconi, Deputy City Manager and Chief Procurement Officer

**DATE:** 2/2/2023

**RE:** Consideration of an amendment to the grant agreement with the Florida Department of Environmental Protection's Coastal Partnership Initiative for improvements to Castaway Point Park.

As authorized by City Council on October 7, 2021, the City submitted a grant application to the Florida Department of Environmental Protection's (FDEP) Coastal Partnership Initiatives (CPI) grant program, a 50/50 matching grant. The City sought \$60,000 in grant funds to refurbish two piers (north and south), re-decking of the existing boardwalk, provide upgrades to the restroom facilities to include ADA accessibility improvements, and install LED lighting at the Park and educational signage. The Parks & Facilities Department planned to complete the restroom refurbishment and sign and lighting installation utilizing City staff, but bid out the work on the piers and boardwalk.

The total cost of the project was originally estimated to be \$120,000. On October 7, 2021, Council authorized an allocation of \$60,000 from undesignated fund balance to serve as the required match; however, with market changes, the estimated cost for materials and contracted services increased the project total to \$152,643. To that end, staff followed up with request for an additional allocation of \$32,643, which was approved by Council on July 21, 2022. The attached grant agreement was approved by City Council on August 6, 2022 and was executed on September 6, 2022. The current time for completion of deliverables is June 6, 2023.

In November, Procurement released a competitive request for bids for the pier and boardwalk replacement. Bids were opened on December 9, 2022. Two (2) bids were received, both over budget (22% over budget and over 100% over budget, respectively). In addition, the low bid requested to withdraw their bid shortly after opening due to an obvious error in which they could not hold their bid price. The City has since rejected all bids with the intent to reissue the solicitation. Due to the two hurricane events that greatly impacted the west coast of Florida in late 2022, many contractors report they are unable to bid on a scope this large at the time bids were due, and several others reported that the time of year and staffing difficulties weighed in their decision not to bid.

Staff has contacted the FDEP representative and asked for an amendment to our grant agreement. The amendment would reduce the scope by eliminating the south pier, but keeping the north pier and the restrooms and signage. This amendment also extends the time for completion to December 15, 2023. The south pier is in better condition and may be able to be partially restored by City staff. The City is also exploring grant opportunities for improvements to the south pier (which will be brought forward for consideration at a future



Council meeting). It is important to note that Staff's intent is still to refurbish both the north and south pier, as well as the shoreline which was impacted by Hurricane Nicole. This request is only to reduce the scope of the FDEP Coastal Partnership Initiative grant agreement.

**REQUESTING DEPARTMENT:**

City Manager's Office

**FISCAL IMPACT:**

The total cost of the project is estimated to be \$152,643.11. The total amount of the grant awarded by Florida Department of Environmental Protection is \$60,000. The remaining \$92,643.11 was allocated from undesignated fund balance at the October 7, 2021 and July 21, 2022 regular council meetings, in Project 22PK12.

**RECOMMENDATION:**

Motion to authorize the City Manager to execute the amendment of the grant scope of work as approved by Florida Department of Environmental Protection related to the Coastal Partnership Initiatives grant program for improvements to Castaway Point Park.

**ATTACHMENTS:**

**Description**

Executed Grant Agreement

Revised Grant Work Plan



**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **Palm Bay Castaway Point Park Restoration and Enhancement Project** Agreement Number: **CZ520**

2. Parties **State of Florida Department of Environmental Protection,  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Palm Bay** Entity Type: **Local Government**  
Grantee Address: **120 Malabar Road SE  
Palm Bay, Florida 32907** FEID: **59-6018984** (Grantee)

3. Agreement Begin Date: **Upon Execution** Date of Expiration: **12/30/23**

4. Project Number: Project Location(s): **Palm Bay, FL, Palm Bay Castaway Point Park**  
(If different from Agreement Number)  
Project Description: **The City is proposing significant enhancements to the park which include repairing the North and South Pier boardwalks, upgrading the lighting and restroom facilities, and adding educational signage.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
<b>\$60,000.00</b>	<input type="checkbox"/> State <input checked="" type="checkbox"/> Federal	<b>NA22NOS4190033</b>	<b>\$60,000.00</b>
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input checked="" type="checkbox"/> Grantee Match		<b>\$60,000.00</b>
Total Amount of Funding + Grantee Match, if any:			<b>\$120,000.00</b>

6. Department's Grant Manager	Grantee's Grant Manager
Name: <b>Tiffany Herrin</b>	Name: <b>Greg Minor</b>
or successor	or successor
Address: <b>2600 Blair Stone Road MS#235 Tallahassee, FL 32399-2400</b>	Address: <b>120 Malabar Road SE Palm Bay, FL 32907</b>
Phone: <b>(850) 245-2953</b>	Phone: <b>(321) 952-3413</b>
Email: <b>Tiffany.Herrin@FloridaDEP.gov</b>	Email: <b>Greg.Minor@pbfl.org</b>

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

- |   |
|---|
| <input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements   |
| <input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions  |
| <input checked="" type="checkbox"/> Attachment 3: Grant Work Plan   |
| <input checked="" type="checkbox"/> Attachment 4: Public Records Requirements   |
| <input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements  |
| <input checked="" type="checkbox"/> Attachment 6: Program-Specific Requirements   |
| <input checked="" type="checkbox"/> Attachment 7: NA22NOS4190033 Grant Award Terms (Federal) *Copy available at <a href="https://facts.fldfs.com">https://facts.fldfs.com</a> , in accordance with §215.985, F.S. |
| <input checked="" type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)   |
| <input type="checkbox"/> Additional Attachments (if necessary):   |
| <input checked="" type="checkbox"/> Exhibit A: Progress Report Form   |
| <input type="checkbox"/> Exhibit B: Property Reporting Form   |
| <input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form   |
| <input type="checkbox"/> Exhibit D: Quality Assurance Requirements for Grants   |
| <input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo  |
| <input checked="" type="checkbox"/> Additional Exhibits (if necessary): <b>Exhibit F: Final Report Form, Exhibit G: Photographer Release Form</b>   |



8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	NA22NOS4190033
Federal Award Date to Department:	7/1/22
Total Federal Funds Obligated by this Agreement:	\$60,000.00
Federal Awarding Agency:	Dept. of Commerce
Award R&D?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

City of Palm Bay

GRANTEE

Grantee Name

By

(Authorized Signature)

Date Signed

Suzanne Sherman, City Manager

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By

Secretary or Designee

Date Signed

Print Name and Title of Person Signing

☐ Additional signatures attached on separate page.



**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
STANDARD TERMS AND CONDITIONS  
APPLICABLE TO GRANT AGREEMENTS**

**ATTACHMENT 1**

**1. Entire Agreement.**

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

**2. Grant Administration.**

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
  - i. Standard Grant Agreement
  - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
  - iii. Attachment 1, Standard Terms and Conditions
  - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
  - (1) an increase or decrease in the Agreement funding amount;
  - (2) a change in Grantee's match requirements;
  - (3) a change in the expiration date of the Agreement; and/or
  - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
  - (1) task timelines within the current authorized Agreement period change;
  - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
  - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
  - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

**3. Agreement Duration.**

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.



#### **4. Deliverables.**

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

#### **5. Performance Measures.**

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

#### **6. Acceptance of Deliverables.**

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

#### **7. Financial Consequences for Nonperformance.**

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
  - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
  - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement



the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

**8. Payment.**

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/division/aa/state-agencies>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/state-agencies>.
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

**9. Documentation Required for Cost Reimbursement Grant Agreements and Match.**

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates)



shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
  - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
  - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

## **10. Status Reports.**



The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

#### **11. Retainage.**

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

#### **12. Insurance.**

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

#### **13. Termination.**

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had



been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

#### **14. Notice of Default.**

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

#### **15. Events of Default.**

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
  - i. Entry of an order for relief under Title 11 of the United States Code;
  - ii. The making by Grantee of a general assignment for the benefit of creditors;
  - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
  - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

#### **16. Suspension of Work.**



The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

#### **17. Force Majeure.**

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

#### **18. Indemnification.**

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
  - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
  - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or



otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

**19. Limitation of Liability.**

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

**20. Remedies.**

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

**21. Waiver.**

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

**22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.**

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
  - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
  - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
  - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
  - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.



**23. Compliance with Federal, State and Local Laws.**

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

**24. Scrutinized Companies.**

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

**25. Lobbying and Integrity.**

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

**26. Record Keeping.**

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at:

<http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

**27. Audits.**

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
  - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;



- ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
  - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. **Special Audit Requirements.** The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
  - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
  - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
  - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

## **28. Conflict of Interest.**

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

## **29. Independent Contractor.**

The Grantee is an independent contractor and is not an employee or agent of Department.

## **30. Subcontracting.**

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.



- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

### **31. Guarantee of Parent Company.**

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

### **32. Survival.**

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

### **33. Third Parties.**

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

### **34. Severability.**

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

### **35. Grantee's Employees, Subcontractors and Agents.**

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

### **36. Assignment.**

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

### **37. Compensation Report.**

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual



reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

**38. Execution in Counterparts and Authority to Sign.**

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.



**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Terms and Conditions  
AGREEMENT NO. CZ520**

**ATTACHMENT 2**

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

**1. Scope of Work.**

The Project funded under this Agreement is proposing significant enhancements to the park which include repairing the North and South Pier boardwalks, upgrading the lighting and restroom facilities and adding educational signage. The Project is defined in more detail in Attachment 3, Grant Work Plan.

**2. Duration.**

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

**3. Payment Provisions.**

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

**4. Cost Eligible for Reimbursement or Matching Requirements.**

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input checked="" type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

**5. Equipment Purchase.**

No Equipment purchases shall be funded under this Agreement.

**6. Land Acquisition.**

There will be no Land Acquisitions funded under this Agreement.

**7. Match Requirements**

The Agreement requires at least a 100% match on the part of the Grantee. Therefore, the Grantee is responsible for providing \$60,000.00 through cash or third party in-kind towards the project funded under this Agreement. The Grantee may claim allowable project expenditures made upon execution or after for purposes of meeting its match requirement as identified above.



Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.

## **8. Insurance Requirements**

**Required Coverage.** At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. **Commercial General Liability Insurance.**

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. **Commercial Automobile Insurance.**

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. **Workers' Compensation and Employer's Liability Coverage.**

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. **Other Insurance.** None.

## **9. Quality Assurance Requirements.**

There are no special Quality Assurance requirements under this Agreement.

## **10. Retainage.**

No retainage is required under this Agreement.

## **11. Subcontracting.**

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

## **12. State-owned Land.**

The work will not be performed on State-owned land.

## **13. Office of Policy and Budget Reporting.**

There are no special Office of Policy and Budget reporting requirements for this Agreement.

## **14. Additional Terms.**

If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of



the discovery. The applicant shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)-245-6333. Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with Section 872.05, *Florida Statutes*.



**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
GRANT WORK PLAN  
DEP AGREEMENT NO.: CZ520**

**ATTACHMENT 3**

**PROJECT TITLE:** Palm Bay Castaway Point Park Restoration and Enhancement Project

**GRANTEE CONTACT INFORMATION:**

Organization Name: **City of Palm Bay**  
Chief Elected Official or Agency Head: **Suzanne Sherman**  
Title: **City Manager**  
Address: **120 Malabar Road SE**  
City: **Palm Bay**  
Zip Code: **32907**  
Area Code and Telephone Number: **(321) 952-3413**  
E-Mail Address: [Suzanne.Sherman@pbfl.org](mailto:Suzanne.Sherman@pbfl.org)

**GRANT MANAGER CONTACT INFORMATION:**

Organization Name: **City of Palm Bay**  
Grant Manager: **Greg Minor**  
Title: **Director, Parks and Facilities**  
Address: **120 Malabar Road SE**  
City: **Palm Bay**  
Zip Code: **32907**  
Area Code and Telephone Number: **(321) 243-1110**  
E-Mail Address: [Greg.Minor@pbfl.org](mailto:Greg.Minor@pbfl.org)

**FISCAL AGENT CONTACT INFORMATION:**

Organization Name: **City of Palm Bay**  
Fiscal Agent: **Larry Wojciechowski**  
Title: **Finance Director**  
Address: **120 Malabar Road SE**  
City: **Palm Bay**  
Zip Code: **32907**  
Area Code and Telephone Number: **(321) 953-8937**  
E-Mail Address: [Larry.Wojciechowski@pbfl.org](mailto:Larry.Wojciechowski@pbfl.org)

**FEID No: 59-6018984**

**DUNS No: 060236262**



**PROJECT LOCATION:** The project will be located in the City of Palm Bay, on the Indian River Lagoon. The address for Castaway Point Park is 2990 Bay Blvd NE, in Palm Bay, Florida. See map information below.



## Castaway Point Park

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Miles







**PROJECT BACKGROUND:** Castaway Point Park is maintained by the City of Palm Bay's Parks & Facilities Department. The City's park ranger monitors flora and fauna. The City of Palm Bay is seeking to invest in upgrades to the municipally-owned waterfront park. The existing 2.5-acre park was built in 1998 and is both a well-utilized, local recreational facility, and a regional eco-tourism destination located on the Indian River Lagoon.

#### **PROJECT DESCRIPTION:**

The City of Palm Bay will enhance the municipally owned waterfront recreational gem, Castaway Point Park. This is a 2.5-acre park that was built in 1998 and is both well utilized, local recreational facility and regional eco-tourism destination located on the Indian River Lagoon. As part of the National Estuary Program (NEP), the Lagoon is an estuary of national significance and included within the Indian River Lagoon (IRL) National Scenic Byway as offering one of the few natural, white-sand beaches along this federally designated waterway. Castaway Point Park is maintained by the City of Palm Bay's Parks and Facility Department with routine monitoring and surveillance by the City's police department. The City maintains the roads and parking area, on-site electrical and plumbing, restroom facilities and drinking fountains, pavilions, furniture and fixtures, piers and associated structures along with grooming and clearing of trails. The City's park ranger monitors flora and fauna. This project will focus on three critical outcomes: Increase public access to the Indian River Lagoon, improve stormwater management withing the Castaway Point Park and provide public education regarding the site's historical significance and nationally recognized marine estuary. To meet these outcomes the City will restore the piers and boardwalks, upgrade the restroom facilities, and install educational signage.



**Task #1: North and South Pier, Boardwalk Rehabilitation**

**Task Description:** Grantee will remove and redeck the north and south pier as well as the boardwalk. At the North Pier, the City will replace with pressure treated lumber approximately 95 linear feet of decking, existing joist hardware, stringers and handrails. At the South Pier, the City will replace with pressure treated lumber, approximately 155 linear feet of decking and handrails. Along the Boardwalk, the City will replace with pressure treated lumber, approximately 140 linear feet of flat wooden boardwalk. The City will replace all existing lighting on piers and boardwalks with LED lighting.

**Deliverables:** Before, during and after redecking photos. Copy of final design and permits.

**Task #2: Restroom Facilities Upgrade**

**Task Description:** Install new restroom fixtures, toilets, sinks, partitions, grab bars, flooring and wall tiles ensure ADA accessibility; and install exterior rollup doors.

**Deliverables:** The City will provide a copy of the as-built designs, or other documentation which may be required prior to construction, and the certificate of occupancy, as well as before, during and after photos of the renovation.

**Task #3: Educational Signage**

**Task Description:** Installation of park signage, to include smaller educational signage regarding the Park's significance to the area, the Indian River and the national estuary, flora and fauna.

**Deliverables:** New signage will be designated and constructed by the City's sign shop using aluminum materials and deployed in a manner which shall withstand excessive wind load. After pictures will be provided.

**Performance Standard:** The Parks and Facilities Department's assigned project manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's project manager and the City's Government Relations Manager (citywide grant manager) of all deliverables under this task, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** Grantee may submit a payment request for cost reimbursement upon completion of the task and Department approval of all associated task deliverables.



**PROJECT TIMELINE:** The tasks must be completed by the corresponding task end date and all deliverables must be received by the designated due date.

<b>Task/ Deliverable No.</b>	<b>Task or Deliverable Title</b>	<b>Task Start Date</b>	<b>Task End Date</b>	<b>Deliverable Due Date/ Frequency</b>
1	North and South Pier, Boardwalk Rehabilitation	Upon execution	6/30/23	6/30/23
2	Restroom Facilities Upgrade	Upon execution	6/30/23	6/30/23
3	Educational Signage	Upon execution	6/30/23	6/30/23

**BUDGET DETAIL BY TASK:**

<b>Task No.</b>	<b>Budget Category</b>	<b>Budget Grant Funding</b>	<b>Budget Match Funding</b>	<b>Total Project Funding</b>
1	Contractual Services	\$60,000	\$28,593	\$88,593
	Personnel Expenses	\$0	\$9,535	\$9,535
	Equipment	\$0	\$0	\$0
	Supplies	\$0	\$0	\$0
	Miscellaneous (Fuel)	\$0	\$500	\$500
	<b>Total for Task</b>	<b>\$60,000</b>	<b>\$38,628</b>	<b>\$98,628</b>
2	Contractual Services	\$0	\$0	\$0
	Personnel Expenses	\$0	\$9,535	\$9,535
	Equipment	\$0	\$0	\$0
	Supplies	\$0	\$1,968	\$1,968
	Miscellaneous(Permits)	\$0	\$1,500	\$1,500
	<b>Total for Task</b>	<b>\$0</b>	<b>\$13,003</b>	<b>\$13,003</b>
3	Contractual Services	\$0	\$2,500	\$2,500
	Personnel Expenses	\$0	\$4,769	\$4,769
	Equipment	\$0	\$0	\$0
	Supplies	\$0	\$800	\$800
	Miscellaneous (Fuel)	\$0	\$300	\$300
	<b>Total for Task</b>	<b>\$0</b>	<b>\$8,369</b>	<b>\$8,369</b>
<b>Total:</b>		<b>\$60,000</b>	<b>\$60,000</b>	<b>\$120,000</b>
<b>Percentage Match:</b>			<b>100%</b>	<b>100%</b>



**PROJECT BUDGET SUMMARY:** Cost reimbursable grant funding must not exceed the category totals for the project as indicated below. Match funding shall be provided in the categories indicated below.

<b>Category Totals</b>	<b>Grant Funding, Not to Exceed, \$60,000</b>	<b>Match Funding, \$</b>	<b>Total Project Funding</b>
Salaries	\$0	\$17,275	\$17,275
Fringe Benefits	\$0	\$6,564	\$6,564
Equipment	\$0	\$0	\$0
Supplies/Other	\$0	\$ 2,768	\$ 2,768
Miscellaneous	\$0	\$2,300	\$ 2,300
Contractual Services	\$60,000	\$31,093	\$91,093
<b>Total:</b>	<b>\$60,000</b>	<b>\$60,000</b>	<b>\$120,000</b>

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**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Public Records Requirements**

**Attachment 4**

**1. Public Records.**

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

**2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**

For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

**f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

**Telephone:** (850) 245-2118  
**Email:** [public.services@floridadep.gov](mailto:public.services@floridadep.gov)  
**Mailing Address:** Department of Environmental Protection  
ATTN: Office of Ombudsman and Public Services  
Public Records Request  
3900 Commonwealth Boulevard, MS 49  
Tallahassee, Florida 32399



**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Audit Requirements  
(State and Federal Financial Assistance)**

**Attachment 5**

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

**MONITORING**

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

**AUDITS**

**PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at [www.cfda.gov](http://www.cfda.gov)



## PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

## PART III: OTHER AUDIT REQUIREMENTS

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

## PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
  - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:



By Mail:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**  
Florida Department of Environmental Protection  
Office of Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

- B. The Auditor General's Office at the following address:

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**  
Florida Department of Environmental Protection  
Office of Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

**Attachment 5**

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5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

#### **PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.



**EXHIBIT – 1**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

*Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded*

<b>Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:</b>					
<b>Federal Program</b>	<b>Federal Agency</b>	<b>CFDA Number</b>	<b>CFDA Title</b>	<b>Funding Amount</b>	<b>State Appropriation Category</b>
<b>Original Agreement</b>	U.S. Dept. of Commerce – NOAA	11.419	Coastal Zone Management Administration Awards	\$60,000	140061
<b>Federal Program B</b>	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

*Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:*

<b>Federal Program A</b>	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
<b>Federal Program B</b>	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	



*Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.*

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:				
Federal Program	Federal Agency	CFDA	CFDA Title	Funding Amount
<b>Federal Program A</b>				
<b>Federal Program B</b>				

*Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.*

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:				
State Program	State Awarding Agency	State Fiscal Year <sup>1</sup>	CSFA Number	CSFA Title or Funding Source Description
<b>State Program A</b>				
<b>State Program B</b>				

Total Award	\$
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*Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.*

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state\_project\_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

<sup>1</sup> Subject to change by Change Order.

<sup>2</sup> Subject to change by Change Order.



**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
PROGRAM-SPECIFIC REQUIREMENTS  
FOR THE FLORIDA COASTAL MANAGEMENT PROGRAM**

**ATTACHMENT 6**

1. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state or local laws. Further the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity.
2. The following is added to paragraph 8.h., Annual Appropriation Contingency, Attachment 1, Standard Terms and Conditions:

The State's performance and obligation to pay under this Agreement is also contingent upon the availability of federal funding and grants from NOAA.

3. The following replaces paragraph 10., Status Reports, Attachment 1, Standard Terms and Conditions:
  - a. Quarterly Reports. The Grantee shall submit status reports quarterly on **Exhibit A, Progress Report Form**, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than five (5) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.
  - b. Final Project Report. The Grantee shall also submit a Final Project Report utilizing **Exhibit F, Final Project Report Form**, attached hereto and made a part hereof, along with the final quarterly progress report. If the Grant Work Plan requires a Final Report, the Grantee will report those expenditures to the Department in the Final Report, as required. A draft of the Final Project Report shall be submitted electronically to the Department's Grant Manager for approval. After approval by the Department's Grant Manager, one (1) electronic copy of the Final Project Report shall be submitted to the Department's Grant Manager. Final payment will be held until receipt and approval of the Final Project Report.
4. Ineligibility. If the Grantee fails to perform in accordance with the terms and conditions set forth in this Agreement, Attachment 3, Grant Work Plan, and all other attachments and exhibits, the Grantee shall be ineligible to be considered for funding under the Coastal Partnership Initiative program for two (2) consecutive funding cycles. The Department shall make its determination of ineligibility within thirty (30) days of the Agreement end date and notify the Grantee in writing if determined ineligible.
5. Copyright, Patent and Trademark. The U.S. Department of Commerce, National Oceanic and Atmospheric Administration (NOAA) and the Department reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal and state government purposes:
  - a. The copyright in any work developed under a grant or contract under a grant.
  - b. Any rights or copyright to which a grantee or a contractor purchases ownership with grant support.
  - c. All patent rights, copyrights and data rights must be in accordance with 2 CFR §200.315 and 37 CFR Part 401, as applicable.



6. Geospatial Data Collection and Sharing.

- a. Environmental data and information collected and/or created under this Agreement will be made visible, accessible and independently understandable to users, free of charge or at minimal cost, in a timely manner (typically no later than two (2) years after the data are collected or created), except where limited by law, regulation, policy or security requirements.
- b. The Data/Information Sharing Plan (and any subsequent revisions or updates) will be made publicly available at the time of award and, thereafter, will be posted with the published data. Environmental data and information produced under this award and which are made public must be accompanied by the following statement:

“These environmental data and related items of information have not been formally disseminated by NOAA and do not represent and should not be construed to represent any agency determination, view, or policy.”

Current Federal Geospatial Data Committee (FGDC) standards can be found at:

<http://www.fgdc.gov/metadata/csdgm/>. Metadata that conforms to the proposed North American Profile of the International Organization for Standardization 19115, which may be adopted by the FGDC, is also acceptable.

- c. NOAA may, at its own discretion, use information from the Data/Information Sharing Plan to produce a formal metadata record and include that metadata in a catalogue to indicate the pending availability of new data. Failing to share environmental data and information in accordance with the submitted Data/Information Sharing Plan may lead to disallowed costs and be considered by NOAA when making future award decisions.

7. Publications, Photographs, Audiovisuals & Signs.

- a. Before publishing or printing a final draft of any publication pertaining to this Agreement, such draft shall be sent to the Department’s Grant Manager for review and approval. This does not apply to the required quarterly reports referred to in paragraph 10 of Attachment 1, Standard Terms and Conditions.
- b. Publications, printed reports (other than the scientific, technical, or professional publications as identified in 7.c., below), audiovisuals (including videos, slides, and websites except that unless required under special terms of this Agreement, this requirement does not apply to audiovisuals produced as research instruments or for documenting experimentation or findings and which are not intended for presentation to the general public) or similar materials must include the NOAA, Department and Florida Coastal Management Program (FCMP) logos (logos, which can be found at the Department’s website at <https://floridadep.gov/rcp/fcmp/content/grants> or by contacting the Department’s Grant Manager for a copy) and the following statement on the cover or the first page:

“This (report/video/website/publication) was funded in part, through a grant agreement from the Florida Department of Environmental Protection, Florida Coastal Management Program, by a grant provided by the Office of Ocean and Coastal Management under the Coastal Zone Management Act of 1972, as amended, National Oceanic and Atmospheric Administration Award No \_\_\_\_\_. The views, statements, findings, conclusions and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida, NOAA, the U.S. Department of Commerce, or any of their subagencies.”

The next printed line shall identify the month and year of the publication.

The Grantee must receive approval in writing from the Department’s Grant Manager before beginning production and distribution of any audiovisual (e.g., video, slides, etc.) funded under this Agreement. The Grantee must apply for approval at least thirty (30) days in advance. The Grantee must also provide the Department’s Grant Manager with shooting scripts, Exhibit G, Photographer & Model Release Forms (if applicable), and provide two (2) copies of the final audiovisual (e.g., video, slides, etc.) upon completion.



- c. Publication of the results of research projects in appropriate professional journals is encouraged as an important method of recording and reporting scientific information. The Grantee is required to submit a copy to the Department when releasing information related to a funded project, which includes a statement that the project or effort undertaken was or is sponsored by the U.S. Department of Commerce. The Grantee is also responsible for assuring that every publication of material (including internet sites) based on or developed under an award, except scientific articles or papers appearing in scientific, technical or professional journals, contains the statement shown in paragraph 7.b., above.
- d. Sign Requirements for Construction Projects. The Grantee shall erect a sign at the site of any construction project, maintain it during construction and must remain at the site permanently. This requirement shall survive the completion date of the Agreement as established in the Standard Grant Agreement. The sign must be at least 2' x 3' in size; the colors should complement the surrounding area; and must include the NOAA, Department and FCMP logos (available online at <https://floridadep.gov/rcp/fcmp/content/grants>) and the following language:

“The Florida Coastal Management Program funded this project with a grant from the NOAA Office of Ocean and Coastal Management awarded under the Coastal Zone Management Act.”

The next printed line shall identify the completion month and year of the project.

- e. Acknowledgment Requirement for Interpretive Signs & Banners. Interpretive signs and banners must include the NOAA, Department and FCMP logos.
8. Build American, Buy American (BABA) Act. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials.
- a. Recipients/sub-recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:
    - i) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
    - ii) all manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
    - iii) all construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.
  - b. “Construction materials” includes an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that is or consists primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall.
  - c. The Buy American preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.
  - d. Recipients should retain documentation that supports their compliance with the Buy American provisions. During post-award monitoring activities, which may include desk reviews, on-site reviews, audits, and other activities, recipients may be asked to produce records sufficient to verify compliance with the Buy American provisions. Such documentation could include: (1) language in



contractual documents that obligates sub-recipients and/or contractors to comply with the Buy American provisions; (2) receipts for items produced domestically indicating such; (3) a documented certification from the contractor, vendor, distributor, supplier, or manufacturer verifying that the product was manufactured domestically; (4) detailed and verifiable information supporting the claim that the manufactured good has undergone substantial transformation in the United States; and/or (5) other reasonable documentation per the discretion of the state, local, or tribal government financial assistance recipient demonstrating compliance with the Buy American provisions.



## ATTACHMENT 8

### Contract Provisions for Department of Commerce (DOC) Funded Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term "Recipient" shall mean "Grantee."

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients, and to comply with the provisions of the award, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

#### 2 CFR PART 200 APPENDIX 2 REQUIREMENTS

##### 1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than \$150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

- i. Temporarily withhold payments pending correction of the deficiency by the Recipient.
- ii. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- iii. Wholly or partly suspend or terminate this Contract.
- iv. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

##### 2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

##### 3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of "federally assisted construction contract" as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

- i. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
  - a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- ii. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.



- iv. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. The Recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. The Recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

#### 4. Davis Bacon Act

If the Agreement is a prime construction contract in excess of \$2,000 awarded by the Recipient, and if required by the Federal Legislation, the Recipient must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must pay wages not less than once a week. The Recipient must comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Recipient or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

#### 5. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

#### 6. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Non-Federal Entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Non-Federal Entity or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.



7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387)

If the Agreement is in excess of \$150,000, the Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

8. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

If the Federal funds exceed \$100,000, the Recipient certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. If applicable, the Recipient shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at: [https://apply07.grants.gov/apply/forms/sample/SFLLL\\_1\\_2\\_P-V1.2.pdf](https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf).

10. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

11. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

12. Domestic Preferences for Procurement

The Recipients and subrecipients must to the greatest extent practical give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

## ADMINISTRATIVE

1. General Federal Regulations

Grantees shall comply with regulations listed in 2 CFR Part 200, 2 CFR Part 1326, 48 CFR Part 31 and 40 U.S.C. 1101 *et sequence*.

2. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

3. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Grantees, their employees, subrecipients under this award, and subrecipients' employees may not:

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in performance of the award or subawards under the award.

4. Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234)

Grantee must comply with flood insurance requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234), if applicable. This act requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

5. Water Resources Reform and Development Act (WRRDA) P.L. 113-121

Grantees must comply with the Water Resources Reform and Development Act (WRRDA) P.L. 113-121, if applicable. This act provides for improvements to the rivers and harbors for the United States, to provide for the conservation and development of water and related resources.

6. Whistleblower Protection

Grantees shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013, and effective December 14, 2016, has been permanently extended (Public Law (P.L.) 114-261).

(a) This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold



are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

(c) The recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph (c) in any subawards and contracts awarded prior to the effective date of this provision.

7. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Grantee's or subcontractor's material failure to comply with the Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Recipient will notify the Grantee of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Grantee's rights upon termination and following termination

8. Additional Lobbying Requirements

- i. The Grantee certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
- ii. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. § 1601 *et seq.*), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
- iii. Pursuant to 2 CFR § 200.450 and 2 CFR § 200.454E, the Grantee is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

**COMPLIANCE WITH ASSURANCES**

9. Assurances

Grantees shall comply with any and all applicable assurances made by the Department or the Grantee to the Federal Government during the Grant application process.

10. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms

Grantee shall take all affirmative steps necessary to assure that minority business, women's business enterprises, and labor surplus area firms are used when possible, including those steps listed in 2 CFR § 200.321(b).

**FEDERAL REPORTING REQUIREMENTS**

Grant Recipients awarded a new Federal grant greater than or equal to \$30,000 awarded on or after October 1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is [www.USASpending.gov](http://www.USASpending.gov). The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

**DEPARTMENT OF COMMERCE-SPECIFIC**

11. Department of Commerce (DOC) Financial Assistance Terms and Conditions

Grantees shall comply with the U.S. Department of Commerce Financial Assistance Terms and Conditions, available online ([http://www.osc.doc.gov/oam/grants\\_management/policy/default.htm](http://www.osc.doc.gov/oam/grants_management/policy/default.htm)) and incorporated by reference.

12. DOC Regulations

Grantee shall comply with the following regulations: 2 CFR 1300-1399, 15 CFR 8, 15 CFR 8a, 15 CFR 8b, 15 CFR 13, 15 CFR 20, and 15 CFR 28

13. Drug-Free Workplace

Grantee must make an on-going, good faith effort to maintain a drug-free work place pursuant to the specific requirements set forth in Title 2 CFR Part 1329. Additionally, in accordance with these regulations, the recipients



must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

**14. Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act**

As applicable, Grantee shall comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) to provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

**15. Property Management Requirements**

If the purchase of equipment is authorized under paragraph 20 of this Agreement, then the Grantee shall comply with the property management requirements set forth in 2 CFR §200.313. An inventory of all personal property/equipment purchased under this Agreement shall be completed at least once every two (2) years and submitted to the Department's Grant Manager no later than January 31st for each year this Agreement is in effect.

**NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION (NOAA)-SPECIFIC**

**26. Scientific Integrity, as established in the Department of Commerce Financial Assistance Alert 16-02 (January 13, 2016)**

The NOAA Acquisition and Grants Office (AGO) has established the following policy to provide appropriate protections for all NOAA grants, financial assistance awards, and cooperative agreements:

a. *Maintaining Integrity.* The recipient shall maintain the scientific integrity of research performed pursuant to this grant or financial assistance award including the prevention, detection, and remediation of any allegations regarding the violation of scientific integrity or scientific and research misconduct, and the conduct of inquiries, investigations, and adjudications of allegations of violations of scientific integrity or scientific and research misconduct. All the requirements of this provision flow down to subrecipients.

b. *Peer Review.* The peer review of the results of scientific activities under a NOAA grant, financial assistance award, or cooperative agreement shall be accomplished to ensure consistency with NOAA standards on quality, relevance, scientific integrity, reproducibility, transparency, and performance. NOAA will ensure that peer review of "influential scientific information" or "highly influential scientific assessments" is conducted in accordance with the Office of Management and Budget (OMB) Final Information Quality Bulletin for Peer Review and NOAA policies on peer review, such as the Information Quality Guidelines.

c. In performing or presenting the results of scientific activities under the NOAA grant, financial assistance award, or cooperative agreement and in responding to allegations regarding the violation of scientific integrity or scientific and research misconduct, the recipient and all subrecipients shall comply with the provisions herein and NOAA Administrative Order (NAO) 202-735D, Scientific Integrity, and its Procedural Handbook, including any amendments thereto. That Order can be found at <http://nrc.noaa.gov/ScientificIntegrityCommons.aspx>.

d. *Primary Responsibility.* The recipient shall have the primary responsibility to prevent, detect, and investigate allegations of a violation of scientific integrity or scientific and research misconduct. Unless otherwise instructed by the grants officer, the recipient shall promptly conduct an initial inquiry into any allegation of such misconduct and may rely on its internal policies and procedures, as appropriate, to do so.

e. By executing this grant, financial assistance award, or cooperative agreement the recipient provides its assurance that it has established an administrative process for performing an inquiry, investigating, and reporting allegations of a violation of scientific integrity or scientific and research misconduct; and that it will comply with its own administrative process for performing an inquiry, investigation, and reporting of such misconduct.

f. The recipient shall insert this provision in all subawards at all tiers under this grant, financial assistance award, or cooperative agreement.

**16. Investigating Scientific Integrity or Scientific and Research Misconduct**

a. *Inhibiting Investigation.* If the recipient or subrecipient determines that there is sufficient evidence to proceed to an investigation, it shall notify the grants office and, unless otherwise constructed, the recipient or subrecipient shall:

i. Promptly conduct an investigation to develop a complete factual record and an examination of such record leading to either a finding regarding the violation of scientific integrity or scientific and research misconduct and an identification of appropriate remedies or a determination that no further action is warranted.

ii. If the investigation leads to a finding regarding the violation of scientific integrity or scientific and research misconduct, obtain adjudication by a neutral third-party adjudicator. The adjudication must include a review of the investigative record and, as warranted, a determination of appropriate corrective actions and sanctions.

b. *Finalizing Investigation.* When the investigation is complete, the recipient shall forward to the grants officer a copy of the evidentiary record, the investigative report, any recommendations made to the recipient adjudicating official, the adjudicating official's decision and notification of any corrective action taken or planned, and the subject's written response (if any).

**17. Findings and Corrective Actions**



If the recipient finds that scientific integrity has been violated or scientific and research misconduct has occurred, it shall assess the seriousness of the misconduct and its impact on the research completed or in process and shall:

- a. Take all necessary corrective actions, which includes, but are not limited to, correcting the research record, and, as appropriate, imposing restrictions, controls, or other parameters on research in process or to be conducted in the future, and
- b. Coordinate remedial action with the grants officer.



**DEPARTMENT OF ENVIRONMENTAL PROTECTION**  
**Progress Report Form**

**Exhibit A**

<b>DEP Agreement No.:</b>	<b>CZ520</b>		
<b>Grantee Name:</b>	City of Palm Bay		
<b>Grantee Address:</b>	120 Malabar Road SE, Palm Bay, FL 32907		
<b>Grantee's Grant Manager:</b>	Greg Minor	<b>Telephone No.:</b>	(321) 243-1110
<b>Project Title:</b>	Palm Bay Castaway Point Park Restoration and Enhancement Project		
<b>Reporting Period:</b>	(MM/DD/YYYY – MM/DD/YYYY)	<b>Report Type:</b> (Select only one)	Quarterly Status Update
<p><b>INSTRUCTIONS:</b> Provide the following information for <b>all tasks and deliverables identified in the Grant Work Plan</b>: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task; indicate the percentage of the task that has been completed to date.</p> <p><b>NOTE:</b> Use as many pages as necessary to cover all tasks in the Grant Work Plan.</p> <p><b><u>The following format should be followed:</u></b></p> <p><b>Task 1:</b> <b>Progress for this reporting period:</b></p> <p><b>Identify any delays or problems encountered:</b></p> <p><b>Percentage of task completed:</b></p> <p><b>Task 2:</b> <b>Progress for this reporting period:</b></p> <p><b>Identify any delays or problems encountered:</b></p> <p><b>Percentage of task completed:</b></p>			

This report is submitted in accordance with the reporting requirements of DEP Agreement No. CZ520 and accurately reflects the activities associated with the project.

\_\_\_\_\_  
Signature of Grantee's Grant Manager

\_\_\_\_\_  
Date



**EXHIBIT C**  
**PART 1 - PAYMENT REQUEST FORM**

**DEP Agreement No.** CZ520

**Payment Request No.** \_\_\_\_\_ **Request Date:** \_\_\_\_\_

**Project Title:** Palm Bay Castaway Point Park Restoration and Enhancement Project

**Grantee's Grant Manager Name:** Greg Minor

**Grantee Name & Mailing Address for Payment:** City of Palm Bay, 120 Malabar Road SE, Palm Bay, FL 32907

**Task No.:** \_\_\_\_\_ **Total Amount(s) Requested:** \_\_\_\_\_

**Performance Period - Date Range:** (Start date - End date) \_\_\_\_\_

**GRANT EXPENDITURES SUMMARY SECTION**

<b>CATEGORY OF EXPENDITURE (As authorized)</b>	<b>AMOUNT OF THIS REQUEST</b>	<b>TOTAL CUMULATIVE PAYMENT REQUESTS</b>	<b>MATCHING FUNDS FOR THIS REQUEST</b>	<b>TOTAL CUMULATIVE MATCHING FUNDS</b>
Salaries/Wages				
Fringe Benefits				
Travel				
Equipment (Direct Purchases)				
Supplies				
Contractual Services				
Miscellaneous/Other Expenses				
Indirect				
Land Acquisition				
<b>TOTAL AMOUNT</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL BUDGET AMOUNT</b>				
<b>Less Total Cumulative Payment of:</b>	<b>\$ -</b>		<b>\$ -</b>	
<b>TOTAL REMAINING BUDGET</b>	<b>\$ -</b>		<b>\$ -</b>	

**GRANTEE CERTIFICATION**

1. The disbursement amount requested is for allowable costs for the project described in Attachment 3 of the Agreement.
2. All costs included in the amount requested have been satisfactorily performed, received, and applied toward completion of the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
3. The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the



**DEPARTMENT OF ENVIRONMENTAL PROTECTION  
FLORIDA COASTAL MANAGEMENT PROGRAM**

**INSTRUCTIONS FOR COMPLETING  
EXHIBIT C - PART 1  
PAYMENT REQUEST FORM INSTRUCTIONS**

**DEP AGREEMENT NO.:** This is the number on your grant agreement that starts with C####.

**PAYMENT REQUEST NO.:** This is the number of your payment request, not the quarter number.

**DATE OF REQUEST:** This is the date you are submitting the report to DEP.

**PROJECT TITLE:** This should be the project title that is listed on your grant agreement.

**GRANTEE'S GRANT MANAGER:** This is the person identified as grant manager in the grant agreement.

**GRANTEE:** Enter the name of the grantee's agency.

**MAILING ADDRESS:** Enter the address to which you want the state warrant (payment) sent.

**TASK NO.:** Enter the number of the DELIVERABLE for which you are requesting payment.

**TOTAL AMOUNT REQUESTED:** This should match the amount on the "**TOTAL AMOUNT**" line for the "**AMOUNT OF THIS C**

**PERFORMANCE PERIOD:** This is the beginning and ending date of the reporting period requesting reimbursement for.

***GRANT EXPENDITURES SUMMARY SECTION:***

**"AMOUNT OF THIS REQUEST" COLUMN:** Enter the amount that was paid out for all listed deliverables during the invoice period you are requesting reimbursement. This must be by budget category as in the currently approved budget in Attachment 3 (Grant Work Plan) of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not identified in the current Budget Narrative section of Attachment 3. **DO NOT ALTER FORM OR COMBINE BUDGET CATEGORIES.** Enter the FCMP budget amount on the "**GRANT BUDGET AMOUNT**" line.

**"TOTAL CUMULATIVE FCMP CLAIMS" COLUMN:** Enter the cumulative amounts that have been claimed to date for FCMP budget category. The final report should show the total of all claims, first claim through the final claim, etc.

**"MATCHING FUNDS CLAIMED" COLUMN:** If applicable, enter the amount to be claimed as match for the reporting period. Enter the amount shown under specific budget categories according to what is in the currently approved Attachment 3 (Grant Work Plan). Enter the match amount on the "**GRANT BUDGET AMOUNT**" line for this column. Enter the total cumulative amount of this and any previous match on the "**LESS TOTAL CUMULATIVE PAYMENTS OF**" line for this column.

**NOTE: DO NOT ENTER ANYTHING IN THE TABLE'S SHADED AREAS AS THEY ARE AUTO CALCULATED.**

**GRANTEE CERTIFICATION:** Must have the original signature of both the Grantee's Grant Manager and the Grantee's Financial Officer identified in the grant agreement.

**Required Back-up Documentation for each Deliverable:**

**Exhibit C - Part 2 - Invoice Report Detail for Reimbursement for each deliverable.**

**Exhibit C - Part 3 - Match Schedule Report for each deliverable.**

**Copies of Invoices (*Not applicable to state agencies*)**

**Copies of canceled checks (*Not applicable to state agencies*)**

**Copies of Travel Reimbursements (*if applicable*)**

**FLAIR Report (*State agencies only*)**

**Copies of Volunteer Logs (*if applicable*)**

**Copies of all In-Kind Donations**

**NOTE: If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form.**



**DEP Agreement No.:** CZ520 **Task Amount Requested:**  
**Task No.:** **Performance Period:**  
**Project Title:**

[illegible]

TRAVEL						
INVOICE NUMBER	INVOICE DATE	DESCRIPTION OF GOODS & SERVICES	VENDOR NAME	INVOICE AMOUNT	DATE PAID	CHECK NUMBER/VOUCHER NUMBER



**SCHEDULE OF INVOICES FOR REIMBURSEMENT  
EXHIBIT - C**

DEP Agreement No.:

**Task No.:**

**Project Title:**

CZ520

**Task Amount Requested:**

### Performance Period:

[illegible]



<b>DEP Agreement No.:</b>	<b>Task Amount Requested:</b>
<b>Task No.:</b>	<b>Performance Period:</b>
<b>Project Title:</b>	

SUPPLIES						
INVOICE NUMBER	INVOICE DATE	DESCRIPTION OF GOODS & SERVICES	VENDOR NAME	INVOICE AMOUNT	DATE PAID	CHECK NUMBER/VOUCHER NUMBER
						To
CONTRACTUAL SERVICES						
INVOICE NUMBER	INVOICE DATE	DESCRIPTION OF GOODS & SERVICES	VENDOR NAME	INVOICE AMOUNT	DATE PAID	CHECK NUMBER/VOUCHER NUMBER
						Total
OTHER EXPENSES						
INVOICE NUMBER	INVOICE DATE	DESCRIPTION OF GOODS & SERVICES	VENDOR NAME	INVOICE AMOUNT	DATE PAID	CHECK NUMBER/VOUCHER NUMBER



**DEPARTMENT OF ENVIRONMENTAL PROTECTION  
FLORIDA COASTAL MANAGEMENT PROGRAM**

**INSTRUCTIONS FOR COMPLETING  
EXHIBIT C - PART 2  
INVOICE REPORT DETAIL INSTRUCTIONS**

**DEP AGREEMENT NO.:** This field will auto populate based on the DEP grant agreement number entered on Exhibit C - Part 1.  
**TASK AMOUNT REQUESTED:** This field will auto populate after entering in all the detail information into the report, to reflect the amount for reimbursement.  
**TASK NO.:** This field will auto populate based on the deliverable number entered on Exhibit C - Part 1.  
**PROJECT TITLE:** This field will auto populate based on the grant agreement title entered on Exhibit C - Part 1.  
**PERFORMANCE PERIOD:** This field will auto populate based on the Performance Period dates entered on Exhibit C - Part 1.

**NOTE:** All shaded areas will automatically populate with each categories totals, based on the detail information that you provide for each task.

**SALARIES:** Provide an itemized listing of expenditures for Salaries, if applicable. Complete all fields listed for the section, for the task requesting reimbursement on.

**FRINGE BENEFITS:** Provide an itemized listing of expenditures for Fringe Benefits, if applicable. Complete all fields listed for the section, for the task requesting reimbursement on.

**INDIRECT CHARGES:** Provide the amount of the indirect to be charged to this Deliverable, if applicable. Complete all fields listed for the task requesting reimbursement on.

**CONTRACTUAL SERVICES:** Provide an itemized listing of expenditures for Contractual Services, if applicable. Complete all fields listed for the section, for the task requesting reimbursement on.

**TRAVEL:** Provide an itemized listing of expenditures for Travel, if applicable. Complete all fields listed for the section, for the task requesting reimbursement on.

**EQUIPMENT:** Provide an itemized listing of expenditures for Equipment, if applicable. Complete all fields listed for the section, for the task requesting reimbursement on.

**MISCELLANEOUS EXPENSES:** Provide an itemized listing of all other miscellaneous expenses, if applicable. Complete all fields listed for the section, for the task requesting reimbursement on.

**Required Back-up Documentation for each deliverable:**

**EXHIBIT C - PART 2 - INVOICE REPORT DETAIL IS REQUIRED FOR EACH DELIVERABLE.**

**Copies of Invoices** *(Not applicable to state agencies)*

**Copies of canceled checks** *(Not applicable to state agencies)*

**FLAIR Report** *(State agencies only)*

**Copies of Volunteer Logs** *(if applicable)*

**\*\* PAYMENT WILL BE BASED ON COMPLETION OF DELIVERABLES:** Deliverables must be submitted and approved prior to payment.







**SCHEDULE OF MATCH  
EXHIBIT - C**

**DEP Agreement No.:**

**Task No.:**

**Project Title:**

CZ520

**Task Amount Requested:**

### Performance Period:

[illegible]



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CZ520

**Task Amount Requested:**

SUPPLIES						
INVOICE NUMBER	INVOICE DATE	DESCRIPTION OF GOODS & SERVICES	VENDOR NAME	INVOICE AMOUNT	DATE PAID	CHECK NUMBER/VO NUMBER
CONTRACTUAL SERVICES						
VENDOR INVOICE DATE	DESCRIPTION OF EQUIPMENT PURCHASED	VENDOR NAME	INVOICED AMOUNT	TRANSACTION NUMBER	CHECK/ VOUCHER NUMBER	CHECK AMOUNT
Total						
OTHER EXPENSES						
INVOICE NUMBER	INVOICE DATE	DESCRIPTION OF GOODS & SERVICES	VENDOR NAME	INVOICE AMOUNT	DATE PAID	CHECK NUMBER/VO NUMBER



**DEPARTMENT OF ENVIRONMENTAL PROTECTION  
FLORIDA COASTAL MANAGEMENT PROGRAM**

**INSTRUCTIONS FOR COMPLETING  
EXHIBIT C - PART 3  
MATCH SCHEDULE FORM INSTRUCTIONS**

**DEP AGREEMENT NO.:** This field will auto populate based on the DEP grant agreement number entered on Exhibit C - Part 1.

**TASK NO.:** This field will auto populate based on the deliverable number entered on Exhibit C - Part 1.

**PROJECT TITLE:** Enter the Title shown on the first page of the grant agreement.

**TASK MATCH AMOUNT CLAIMED:** This field will auto populate based on the details provided in the tables below.

**PROJECT TITLE:** This field will auto populate based on the grant agreement title entered on Exhibit C - Part 1.

**PERFORMANCE PERIOD:** This field will auto populate based on the Performance Period dates entered on Exhibit C - Part 1.

**NOTE:** All shaded areas will automatically populate with each categories totals, based on the detail information that you provide for e

**SALARIES:** Provide an itemized listing of expenditures for Salaries, if applicable. Complete all fields listed for the section, for the t reimbursement on.

**FRINGE BENEFITS:** Provide an itemized listing of expenditures for Fringe Benefits, if applicable. Complete all fields listed for th task requesting reimbursement on.

**INDIRECT CHARGES:** Provide the amount of the indirect to be charged to this Deliverable, if applicable. Complete all fields listed for the task requesting reimbursement on.

**CONTRACTUAL SERVICES:** Provide an itemized listing of expenditures for Contractual Services, if applicable. Complete all fie section, for the task requesting reimbursement on.

**TRAVEL:** Provide an itemized listing of expenditures for Travel, if applicable. Complete all fields listed for the section, for the task r reimbursement on.

**EQUIPMENT:** Provide an itemized listing of expenditures for Equipment, if applicable. Complete all fields listed for the section, for requesting reimbursement on.

**MISCELLANEOUS EXPENSES:** Provide an itemized listing of all other miscellaneous expenses, if applicable. Complete all fields section, for the task requesting reimbursement on.

**EXHIBIT C - PART 3 - MATCH SCHEDULE IS REQUIRED FOR EACH DELIVERABLE.**

**\*\*PAYMENT WILL BE BASED ON COMPLETION OF DELIVERABLES:** Deliverables must be submitted and approved prio



**EXHIBIT F**

**DEP AGREEMENT NO. CZ520**

***Palm Bay Castaway Point Park Restoration and Enhancement Project***

***City of Palm Bay***

**Final Project Report**



This report funded in part, through a grant agreement from the Florida Department of Environmental Protection, Florida Coastal Management Program, by a grant provided by the Office of Coastal Management under the Coastal Zone Management Act of 1972, as amended, National Oceanic and Atmospheric Administration Award No. NA22NOS4190033. The views, statements, findings, conclusions and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida, NOAA or any of their subagencies.  
**12/2023**



## **Final Project Report**

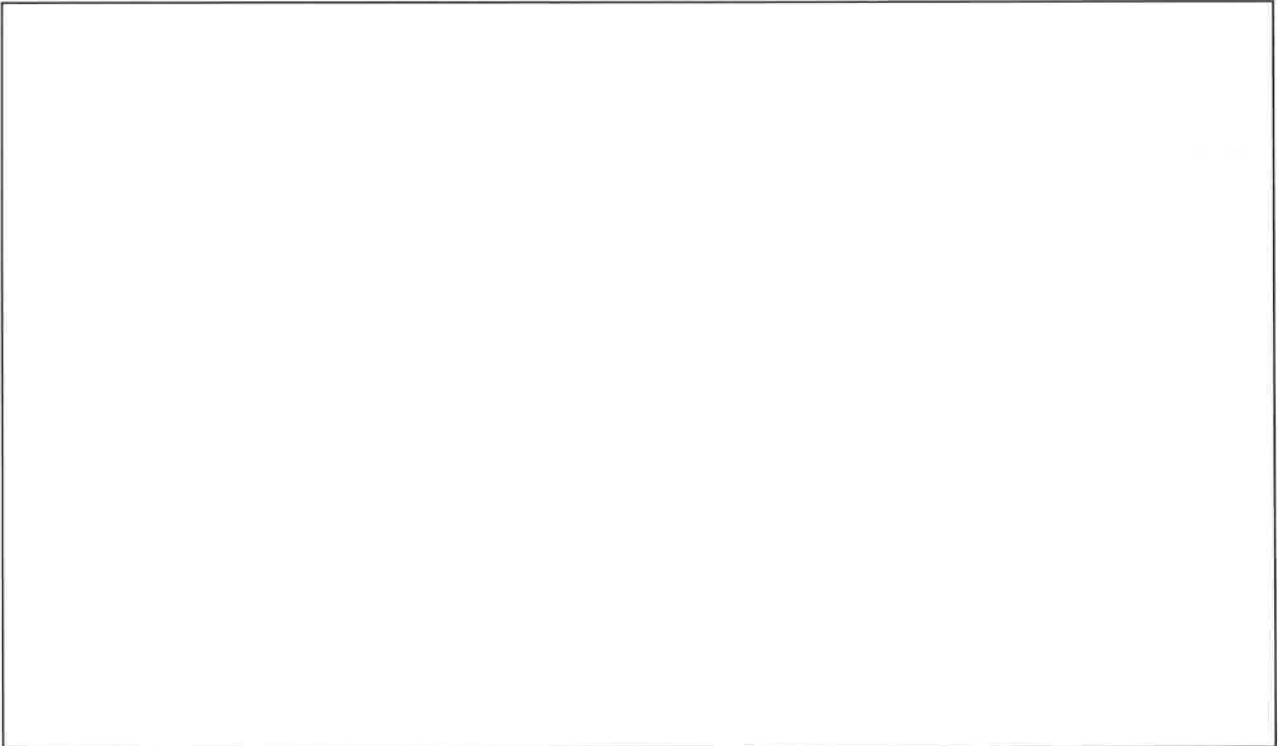
### ***Palm Bay Castaway Point Park Restoration and Enhancement Project***

#### **Executive Summary**

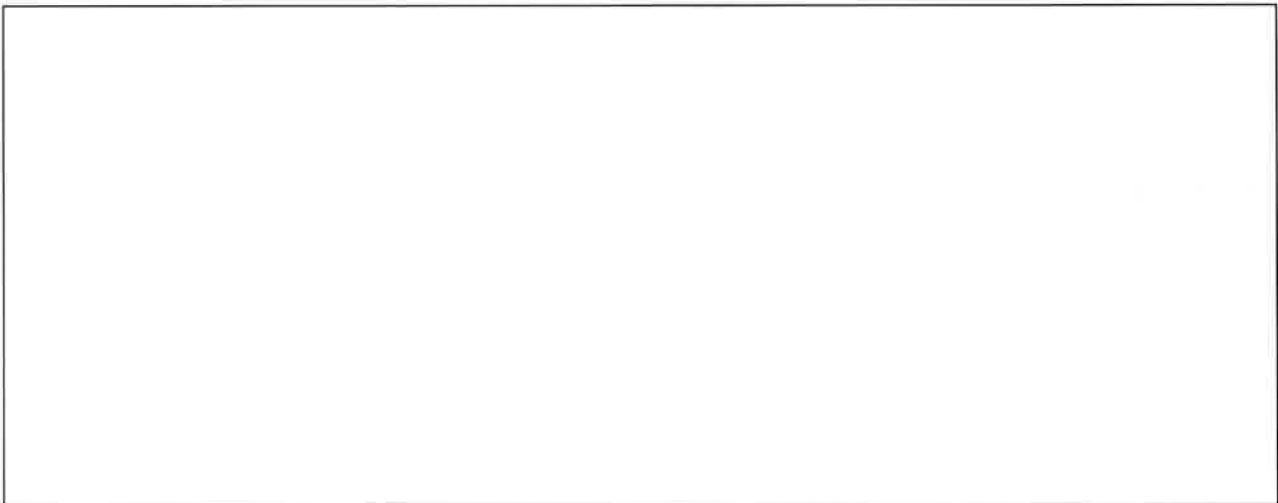
#### **Methodology**

#### **Outcome**





**Further Recommendations**





**INSTRUCTIONS FOR COMPLETING  
Exhibit F  
FINAL PROJECT REPORT FORM**

**DEP AGREEMENT NO.:** This is the number on your grant agreement that starts with CZ####.

**GRANTEE NAME:** Enter the name of the grantee's agency.

**PROJECT TITLE:** Enter the Title shown on the first page of the grant agreement.

**MONTH & YEAR:** Enter month and year of publication.

The Final Project Report must contain the following sections: Executive Summary, Methodology, Outcome and Further Recommendations. The Final Project Report must comply with the publication requirements in the Grant Agreement. Please limit final project report to no more than five pages. One electronic copy shall be submitted to the Department's Grant Manager, for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified on page 1 of this Agreement.

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**Florida Department of Environmental Protection**  
**EXHIBIT G**  
**PHOTOGRAPHER RELEASE FORM**  
**FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS**

**DEP AGREEMENT No. CZ520**

**RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS**

Owner/Submitter's Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone Number: (\_\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

**License and Indemnification**

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or art work(s) being submitted and am 18 years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith ("the Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to, promotion of the Florida Department of Environmental Protection, including, but not limited to, through publications, websites, social media venues and advertisements and distributed to the media and in commercial products. The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns. I have read and understand the terms of this release.

Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Photo/Video/Audio/Artwork Recording Filename(s): \_\_\_\_\_

Location of photo/video/audio recording/artwork: \_\_\_\_\_

Name of Person Accepting Work Submission: \_\_\_\_\_



**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
GRANT WORK PLAN  
DEP AGREEMENT NO.: CZ520**

**ATTACHMENT 3**

**PROJECT TITLE:** Palm Bay Castaway Point Park Restoration and Enhancement Project

**GRANTEE CONTACT INFORMATION:**

Organization Name: **City of Palm Bay**  
Chief Elected Official or Agency Head: **Suzanne Sherman**  
Title: **City Manager**  
Address: **120 Malabar Road SE**  
City: **Palm Bay**  
Zip Code: **32907**  
Area Code and Telephone Number: **(321) 952-3413**  
E-Mail Address: [Suzanne.Sherman@pbfl.org](mailto:Suzanne.Sherman@pbfl.org)

**GRANT MANAGER CONTACT INFORMATION:**

Organization Name: **City of Palm Bay**  
Grant Manager: **Greg Minor**  
Title: **Director, Parks and Facilities**  
Address: **120 Malabar Road SE**  
City: **Palm Bay**  
Zip Code: **32907**  
Area Code and Telephone Number: **(321) 243-1110**  
E-Mail Address: [Greg.Minor@pbfl.org](mailto:Greg.Minor@pbfl.org)

**FISCAL AGENT CONTACT INFORMATION:**

Organization Name: **City of Palm Bay**  
Fiscal Agent: **Larry Wojciechowski**  
Title: **Finance Director**  
Address: **120 Malabar Road SE**  
City: **Palm Bay**  
Zip Code: **32907**  
Area Code and Telephone Number: **(321) 953-8937**  
E-Mail Address: [Larry.Wojciechowski@pbfl.org](mailto:Larry.Wojciechowski@pbfl.org)

**FEID No: 59-6018984**

**DUNS No: 060236262**



**PROJECT LOCATION:** The project will be located in the City of Palm Bay, on the Indian River Lagoon. The address for Castaway Point Park is 2990 Bay Blvd NE, in Palm Bay, Florida. See map information below.



## Castaway Point Park

0 0.05  
Miles







**PROJECT BACKGROUND:** Castaway Point Park is maintained by the City of Palm Bay's Parks & Facilities Department. The City's park ranger monitors flora and fauna. The City of Palm Bay is seeking to invest in upgrades to the municipally-owned waterfront park. The existing 2.5-acre park was built in 1998 and is both a well-utilized, local recreational facility, and a regional eco-tourism destination located on the Indian River Lagoon.

#### **PROJECT DESCRIPTION:**

The City of Palm Bay will enhance the municipally owned waterfront recreational gem, Castaway Point Park. This is a 2.5-acre park that was built in 1998 and is both well utilized, local recreational facility and regional eco-tourism destination located on the Indian River Lagoon. As part of the National Estuary Program (NEP), the Lagoon is an estuary of national significance and included within the Indian River Lagoon (IRL) National Scenic Byway as offering one of the few natural, white-sand beaches along this federally designated waterway. Castaway Point Park is maintained by the City of Palm Bay's Parks and Facility Department with routine monitoring and surveillance by the City's police department. The City maintains the roads and parking area, on-site electrical and plumbing, restroom facilities and drinking fountains, pavilions, furniture and fixtures, piers and associated structures along with grooming and clearing of trails. The City's park ranger monitors flora and fauna. This project will focus on three critical outcomes: Increase public access to the Indian River Lagoon, improve stormwater management withing the Castaway Point Park and provide public education regarding the site's historical significance and nationally recognized marine estuary. To meet these outcomes the City will restore the North pier, upgrade the restroom facilities and install educational signage.



**Task #1: North Pier Permit**

**Task Description:** Grantee will provide final design and permits for the North Pier reconstruction.

**Deliverables:** Copy of final design and permits.

**Task #2: Construction Signage**

**Task Description:** The Grantee shall erect a sign at the site of any construction project, maintain it during construction and must remain at the site permanently. This requirement shall survive the completion date of the Agreement as established in the Standard Grant Agreement. The sign must be at least 2' x 3' in size; the colors should complement the surrounding area; and must include the NOAA, Department and FCMP logos (available online at <https://floridadep.gov/rcp/fcmp/content/grants>) and the following language:

“The Florida Coastal Management Program funded this project with a grant from the NOAA Office of Ocean and Coastal Management awarded under the Coastal Zone Management Act.”

The next printed line shall identify the completion month and year of the project.

**Deliverables:** Draft sign approval required prior to production. Photo of final sign installation.

**Task #3: North Pier Rehabilitation**

**Task Description:** Grantee will remove and redeck the north pier. The City will replace with pressure treated lumber approximately 95 linear feet of docking, existing joist hardware, stringers and handrails. The City will replace all existing lighting on pier with LED lighting.

**Deliverables:** Before, during and after redecking photos.

**Task #4: Restroom Facilities Upgrade**

**Task Description:** Install new restroom fixtures, toilets, sinks, partitions, grab bars, flooring and wall tiles ensure ADA accessibility; and install exterior rollup doors.

**Deliverables:** The City will provide a copy of the as-built designs, or other documentation which may be required prior to construction, and the certificate of occupancy, as well as before, during and after photos of the renovation.

**Task #5: Educational Signage**

**Task Description:** Installation of park signage, to include smaller educational signage regarding the Park's significance to the area, the Indian River and the national estuary, flora and fauna.

**Deliverables:** New signage will be designated and constructed by the City's sign shop using aluminum materials and deployed in a manner which shall withstand excessive wind load. After pictures will be provided.

**Performance Standard:** The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** Grantee may submit a payment request for cost reimbursement upon completion of the task and Department approval of all associated task deliverables.



**PROJECT TIMELINE:** The tasks must be completed by the corresponding task end date and all deliverables must be received by the designated due date.

Task/ Deliverable No.	Task or Deliverable Title	Task Start Date	Task End Date	Deliverable Due Date/ Frequency
1	North Pier Permit	Upon execution	6/30/23	12/15/23
2	Construction Signage	Upon execution	11/30/23	12/15/23
3	North Pier Rehabilitation	Upon execution	11/30/23	12/15/23
4	Restroom Facilities Upgrade	Upon execution	11/30/23	12/15/23
5	Educational Signage	Upon execution	11/30/23	12/15/23

**BUDGET DETAIL BY TASK:**

Task No.	Budget Category	Budget Grant Funding	Budget Match Funding	Total Project Funding
1	Miscellaneous(Permits)	\$0	\$1,500	\$1,500
	<b>Total for Task</b>	<b>\$0</b>	<b>\$1,500</b>	<b>\$1,500</b>
2	N/A	\$0	\$0	\$0
	<b>Total for Task</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
3	Contractual Services	\$60,000	\$28,593	\$88,593
	Personnel Expenses	\$0	\$9,535	\$9,535
	Equipment	\$0	\$0	\$0
	Supplies	\$0	\$0	\$0
	Miscellaneous (Fuel)	\$0	\$500	\$500
	<b>Total for Task</b>	<b>\$60,000</b>	<b>\$38,628</b>	<b>\$98,628</b>
2	Contractual Services	\$0	\$0	\$0
	Personnel Expenses	\$0	\$9,535	\$9,535
	Equipment	\$0	\$0	\$0
	Supplies	\$0	\$1,968	\$1,968
	Miscellaneous	\$0	\$0	\$0
	<b>Total for Task</b>	<b>\$0</b>	<b>\$11,503</b>	<b>\$11,503</b>
3	Contractual Services	\$0	\$2,500	\$2,500
	Personnel Expenses	\$0	\$4,769	\$4,769
	Equipment	\$0	\$0	\$0
	Supplies	\$0	\$800	\$800
	Miscellaneous (Fuel)	\$0	\$300	\$300
	<b>Total for Task</b>	<b>\$0</b>	<b>\$8,369</b>	<b>\$8,369</b>
<b>Total:</b>		<b>\$60,000</b>	<b>\$60,000</b>	<b>\$120,000</b>
<b>Percentage Match:</b>			<b>100%</b>	<b>100%</b>



**PROJECT BUDGET SUMMARY:** Cost reimbursable grant funding must not exceed the category totals for the project as indicated below. Match funding shall be provided in the categories indicated below.

<b>Category Totals</b>	<b>Grant Funding, Not to Exceed, \$60,000</b>	<b>Match Funding, \$</b>	<b>Total Project Funding</b>
Salaries	\$0	\$17,275	\$17,275
Fringe Benefits	\$0	\$6,564	\$6,564
Equipment	\$0	\$0	\$0
Supplies/Other	\$0	\$ 2,768	\$ 2,768
Miscellaneous	\$0	\$2,300	\$ 2,300
Contractual Services	\$60,000	\$31,093	\$91,093
<b>Total:</b>	<b>\$60,000</b>	<b>\$60,000</b>	<b>\$120,000</b>

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## LEGISLATIVE MEMORANDUM

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

**FROM:** Suzanne Sherman, City Manager

**THRU:** Leslie Hoog, Fire Chief

**DATE:** 2/2/2023

**RE:** Consideration of submitting an application for the Assistance to Firefighters Grant for the 2022 grant period.

Staff is requesting Council authorization to submit a proposal under the Assistance to Firefighters Grant (AFG) opportunity. The submission will be under the category of Operations and Safety for P-25 compliant portable radios and mobile radios for all first run apparatus. If awarded, the grant would cover the purchase of 37 firefighter radios (one per seat) at \$407,000, 7 command staff radios at \$35,000, and 13 mobile radios at \$143,000. The total purchase would be \$585,000 with a required 10% match from the City of \$59,000 if awarded. Based upon the anticipated timeframe for award, the match would be proposed to be funded in the FY 2024 budget.

**REQUESTING DEPARTMENT:**

Fire Department

**FISCAL IMPACT:**

If awarded, fiscal impact would be \$59,000, or 10% of \$ 585,000, to be programmed into the FY 2024 budget, if awarded.

**RECOMMENDATION:**

Motion to to approve applying to the Assistance to Firefighters Grant for the 2022 period.





## **LEGISLATIVE MEMORANDUM**

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

**FROM:** Suzanne Sherman, City Manager

**THRU:** Joan Junkala-Brown, Deputy City Manager

**DATE:** 2/2/2023

**RE:** Consideration of submitting an application for the 2023 AARP Community Challenge Grant.

One of the goals outlined in the City's recent Economic Development Strategic Plan is to "Develop Spaces that Further Economic Development" using place making strategies. The 2023 AARP Community Challenge Grant will support projects that improve public places; transportation; housing; diversity, equity and inclusion; digital connections; community resilience; civic engagement; and community health and economic empowerment.

Staff has researched projects previously awarded grant funds across the state of Florida and across the nation. Grant awards in line with the needs of Palm Bay include programs and projects such as the development of a City app that encourages public engagement, increases communication, and awareness; infrastructure improvements for ADA accessibility; electric charging station infrastructure; community gardens; pocket and neighborhood parks; sidewalk connections to improve multi-modes of transportation and well-being; and bike/pedestrian trails, to name a few. Staff is requesting Council's authorization to submit a grant application.

The application window opened on January 18, 2023 and will close on March 15, 2023. All applicants will be notified by email of their grant award status by mid-May 2023. The granting agency will notify awardees on in late June 2023. All funded projects are required to be complete by November 30, 2023. Staff will work to identify eligible projects which are shovel-ready and can be easily procured, and completed within this timeframe. The maximum grant award is \$50,000 and does not have a match requirement.

### **REQUESTING DEPARTMENT:**

City Manager's Office

### **FISCAL IMPACT:**

There is no fiscal impact at this time.

### **RECOMMENDATION:**

Motion to authorize staff to submit a grant application to the 2023 AARP Community Challenge Grant.





## LEGISLATIVE MEMORANDUM

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

**FROM:** Suzanne Sherman, City Manager

**THRU:** Joan Junkala-Brown, Deputy City Manager

**DATE:** 2/2/2023

**RE:** Consideration of submitting a grant application to the Public Art Challenge of Bloomberg Philanthropies Opportunity for U.S. Cities.

The Public Art Challenge's selection criteria includes innovative public art projects; potential for positive impact on the host city; proof of clear, specific partnership between local government and artists and/or arts organizations; commitment to evaluating outcomes; evidence of technical feasibility of the project idea and its implementation (i.e. staff, consultants, fabricators, engineers, strategy for regulatory approvals, etc.); appropriate budget and capacity to leverage other sources of support; and strong marketing and audience engagement strategies. Eligible entities may only submit one grant application for one project, although project scope may include multiple locations. Eligible applicants include cities with populations over 30,000. Eligible applications must be submitted by the Mayor or Chief Executive Officer of the City, via a cover letter.

The application window closes on February 15, 2023. Finalists will be announced in spring 2023 with grant winners announced in fall 2023. All funded projects are required to be complete by 2025. The maximum grant award is \$1,000,000 and does not have a match requirement; however, funding, in-kind contributions, financial and letters of support from outside and partner agencies will improve the City's ability to win a grant award. It's also important to note that grant awards may not fund 100 percent of the project cost. Staff is requesting Council's authorization to submit a grant application, possibly related to the Sacrifice Park Memorial project, although other ideas may be presented as well.

**REQUESTING DEPARTMENT:**

City Manager's Office

**FISCAL IMPACT:**

There is no fiscal impact at this time.

**RECOMMENDATION:**

Motion to authorize staff to submit a grant application to the Public Art Challenge of Bloomberg Philanthropies Opportunity for U.S. Cities; and authorize the Mayor to issue a cover letter on behalf of the City.





## LEGISLATIVE MEMORANDUM

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

**FROM:** Suzanne Sherman, City Manager

**THRU:** Mariano Augello, Chief of Police

**DATE:** 2/2/2023

**RE:** Consideration of submitting a grant application for the Speeding and Aggressive Driving Program through the Florida Department of Transportation.

On January 5, 2023, The Florida Department of Transportation (FDOT) State Safety Office opened their annual solicitation for concept paper subgrantees. The Florida Department of Transportation (FDOT) State Safety Office awards subgrants to traffic safety partners that undertake priority area programs and activities to improve traffic safety and reduce crashes, serious injuries, and fatalities. Subgrants may be awarded for assisting in addressing traffic safety deficiencies, expansion of an ongoing activity, or development of a new program.

Subgrants are awarded to state and local safety-related agencies as "seed" money to assist in the development and implementation of programs in traffic safety priority areas. Funding for these subgrants are apportioned to states annually from the National Highway Traffic Safety Administration (NHTSA) according to a formula based on population and road miles.

This will be a continuation of last years award, to continue the reduction of speed and aggressive driving related crashes, injuries and fatalities by at least 5% compared to the previous 3 year average.

In compliance with the grant limitations, the City of Palm Bay will be submitting a program proposal to address speeding and aggressive driving throughout that city roadways in response to being categorized within the top 25% of cities in the state of Florida for traffic crash related injuries and fatalities. If awarded, this grant will provide necessary upgrades to aging speed detecting equipment and traffic data collection devices and support a yearlong targeted enforcement overtime detail throughout the city focusing on high frequency locations.

### REQUESTING DEPARTMENT:

Police Department

### FISCAL IMPACT:

This grant proposal includes \$25,000 for personnel expenditures (overtime salary and benefits), \$3,000 for a community awareness social media video campaign, and \$22,000 for equipment purchases (speed measurement radars and lasers). The City will be required to fund the program upfront and seek reimbursement from the grant; however, no matching funds are required. The fiscal impact is the potential revenue of \$50,000 for the requested program, along with the off-setting expenses to be incurred, if awarded.

### RECOMMENDATION:



Motion to approve the application submission of The Florida Department of Transportation (FDOT) State Safety Office Speeding and Aggressive Driving Concept Paper grant proposal on behalf of the City of Palm Bay.

**ATTACHMENTS:**

**Description**

**FDOT “Know Your Limits” Aggressive Driving and Speeding Initiative Application Outline**



# STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION HIGHWAY SAFETY CONCEPT PAPER

## Applicant Information:

Applicant Agency	Palm Bay Police Department
Implementing Agency:	Palm Bay Police Department
Concept Paper Title:	"Know Your Limits" Speed and Aggressive Driving Initiative
Priority Area:	Speed/Aggressive Driving
Amount Requested:	\$50,000
Type of Project:	Local
Type of Request:	Continuation/Year 2

## Head of Agency:

<b>Name:</b>	Mariano Augello	<b>State:</b>	Florida
<b>Title:</b>	Chief of Police	<b>Zip:</b>	32907
<b>Address 1:</b>	130 Malabar Road SE	<b>Phone:</b>	(321)925-3456
<b>Address 2:</b>		<b>Extension:</b>	1458
<b>City:</b>	Palm Bay	<b>Email:</b>	Mariano.Augello@palmbayflorida.org

## Project Contact:

<b>Name:</b>	Alyssa Snedeker	<b>State:</b>	Florida
<b>Title:</b>	Project Specialist	<b>Zip:</b>	32907
<b>Address 1:</b>	130 Malabar Road SE	<b>Phone:</b>	(321)925-3456
<b>Address 2:</b>		<b>Extension:</b>	1493
<b>City:</b>	Palm Bay	<b>Email:</b>	Alyssa.Snedeker@palmbayflorida.org

## Statement of Problem:

The City of Palm Bay is located on the Central Florida Space Coast in the southernmost part of Brevard County. The city has approximately 130,000 residents and growing with a surge of new home construction which added over 10,000 new residents in just the past couple of years. The city is approximately 98 square miles bordering the cities of Melbourne and West Melbourne to the North and Northwest, and Indian River County to the South. We have three interchanges for I-95 within the city limits and several main corridor roadways including US1 which runs the entire length of the eastern boundary of the city.

According to FDOT FY 2024 Highway Safety Matrix, the City of Palm Bay ranked 10th out of 37 for Speed and Aggressive Driving. Although the creation of a dedicated Traffic Unit has helped with managing our city's growing traffic burden, support for continued traffic enforcement-related activities is necessary to continue the decrease of traffic-related injuries and fatalities. Traffic data for 2020-2022 below.

Traffic Data 2020-2022			
	Crashes	Crashes w/ Injury	Traffic Fatalities
2020	2,693	133	4
2021	2,871	144	11
2022	2,774	161	1
	Citations (Including DUI)	Speeding Citations	Reckless Driving Citations
2020	3,251	837	22
2021	4,306	1,554	42
2022	5,272	2098	19



**Proposed Solutions:**

This program aims to reduce traffic incidents that are caused by speed and/or aggressive driving by implementing the following elements:

The Palm Bay Police Department will perform an analysis of crash data to determine the initial location where there is a high frequency of speeding or speed-related crashes throughout the jurisdiction. Zero tolerance, high visibility extra-duty details will be scheduled based on the analysis and then reevaluated monthly and adjusted as needed.

The speed measurement devices purchased through the subgrant will help fill the gaps of outdated equipment for our dedicated traffic unit and give us the ability to issue this equipment to patrol to encourage them to be more proactive in speed/aggressive driving enforcement while on duty.

The Palm Bay Police Department will create a series of traffic safety videos for social media to bring awareness to the program initiative and the dangers of excessive speeding and unsafe driving habits. We will also use contact with the citizens during the details to educate the public about why they are being stopped and better driving practices. The Palm Bay Police Department will also participate in any statewide public awareness and enforcement campaigns sponsored by the Florida Department of Transportation Safety Office.

**Project Budget:**

Category	Item Description	Amount
Personnel Services	Overtime Salary Benefits	\$25,000
Contractual Services	Video Production (142 Productions) community awareness video campaign for social media.	\$2,500
Speed Measurement Devices	(8) Stalker Patrol 2 Mounted Directional Radar	\$16,000
Speed Measurement Devices	(3) DragonEye LIDAR	\$6,500
<b>TOTAL</b>		<b>\$50,000</b>

**Sustainability:**

The city of Palm Bay has always put effort into traffic safety and will continue to do so even after the funding period is over.

**Project Objectives:**

1. Strive to decrease speed and aggressive driving crashes and fatalities citywide by 5% when compared to the previous three-year average.
2. Conduct at least 2 speed and aggressive driving high visibility overtime enforcement operations.
3. Participate in the Operation Southern Shield Campaign through the speed and aggressive driving enforcement operation.
4. Conduct educational outreach via social media campaign on speed and aggressive driving.
5. Use the speed and aggressive driving campaign to inform the public directly through contacts during stops.

**Evaluation:**

Reduce speed and aggressive driving crashes and fatalities by 5% citywide compared to the previous 3-year average.



## 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:** 2/2/2023

**RE:** Consideration of the final draft of the City's Economic Development Strategic Plan.

On April 15, 2021, City Council approved a Memorandum of Understanding with the East Central Florida Regional Planning Council (ECFRPC) to prepare an Economic Development Strategic Plan.

The scope of work included identifying existing conditions, analysis of the City's strengths, weaknesses, opportunities, threats and trends (SWOTT), strategies and recommendations, and the final strategic plan. Additionally, ECFRPC coordinated with the City's consultant, S&ME, commissioned to update the Comprehensive Plan, to ensure that the Economic Development Strategic Plan takes into consideration all stakeholder comments/public input and visioning study associated with City's update to the Comprehensive Plan.

Goals, Strategies and Tasks are outlined within the City's Economic Development Strategic Plan starting on Page 85. Seven (7) goals have been identified:

1. Integrate Palm Bay's residents into the City's civic life.
2. Increase educational attainment by eliminating workforce barriers.
3. Develop spaces that further economic development.
4. Use the City's natural assets to spur economic development.
5. Use the City's high technology sector as a magnet to attract new talent, businesses, and investment.
6. Diversify the City's economic base.
7. Strengthen the City's commercial corridors.

### **REQUESTING DEPARTMENT:**

Community & Economic Development

### **FISCAL IMPACT:**

There is no fiscal impact for this item. Funds were budgeted in Fiscal Year 2021-2022 in the amount of \$51,000 for this study.

### **RECOMMENDATION:**

Motion to accept the City of Palm Bay Economic Development Strategic Plan as prepared by East Central Florida Regional Planning Council.



**ATTACHMENTS:**

**Description**

Economic Development Strategic Plan



East Central Florida  
Regional Planning Council



# City of Palm Bay

ECONOMIC DEVELOPMENT STRATEGIC PLANNING

November 4, 2022



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## Acknowledgements

### **East Central Florida Regional Planning Council**

Luis Nieves-Ruiz, FAICP, Economic Development Director

Edwin E. Rivera, Planner I

Anthony Esposito, Planner I

Joshua Sheldon, GIS Director

Matt Siebert, Planner I

### **City of Palm Bay**

Suzanne Sherman, City Manager

Joan A. Junkala-Brown, Deputy City Manager

Nancy Bunt, Director of Community and Economic Development

Samuel T. Weekley, AICP, Economic Development Division Manager

Danielle Crotts, Business Development Coordinator

**Cover Photo** – Provided by the City of Palm Bay

## ABOUT THE EAST CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

Established in 1962 as an area-wide association of local governments, the East Central Florida Regional Planning Council (ECFRPC) is one of Florida's ten regional planning councils. It is currently designated by the U.S. Economic Development Administration as the region's Economic Development District (EDD). The EDD program provides economic technical assistance to public and private organizations within the eight-county region. This includes performing economic impact analyses using the REMI model, assisting with grant applications, and developing economic strategic plans. Because of the ECFRPC, member governments have received more than \$63 million in federal and state grants since 2011. This represents a return on investment of over \$5 for every dollar paid in assessments.

## ABOUT THE CITY OF PALM BAY

Incorporated in 1960, the City of Palm Bay is located in southern Brevard County, Florida. With a total land area of 86.42 square miles (U.S. Census), it is the largest city in Brevard County by land area and population. Most residential development within the city was built by the General Development Corporation (GDC), which also oversaw the construction of the road and canal infrastructure in Palm Bay. Growth from the 1960s was greatly influenced by the development and spread of the aerospace industries associated with the Kennedy Space Center. Palm Bay became the Brevard County's most populous city in 1990. Currently, Palm Bay uses a Council-Manager type of government, which consists of a five-member mayor and council.



Serving Brevard, Lake, Marion, Orange, Osceola,  
Seminole, Sumter, and Volusia counties







# **EXISTING CONDITIONS ANALYSIS**

## EXISTING CONDITIONS ANALYSIS

This existing conditions report discusses the current demographic, workforce, business, and land use characteristics that influence the economic conditions in Palm Bay. Analyzing the distribution of population and business activity within the City can help identify trends and opportunities to further Palm Bay's economic development prospects and overall resiliency. To complete this analysis, the ECFRPC used a variety of sources including the American Community Survey five-year estimates, the Data Axle/Infogroup business database, JobsEQ, and the City of Palm Bay, among others.

The ECFRPC's approach to economic planning encompasses three dimensions: People, Places, and Prosperity. The People pillar addresses the general needs of the population, workforce, and local organizations to help foster social cohesion, inclusiveness, and community welfare. Places focuses on the community's natural and built environments, infrastructure, place-based assets, local institutions, and governance systems to attract and retain economic activity, and improve the residents' health and well-being. Finally, the Prosperity pillar identifies ways to harness major industry assets and innovation systems to promote paths of upward social mobility, equity, and inclusive economic development. Developing strategies, programs, and activities that address gaps within these three pillars should result in improvements to community well being and long term economic prosperity.





# PEOPLE

## DEMOGRAPHICS

Human capital is the generator of economic activity, and economic development is only possible when considering the conditions and needs of the people and workforce within the community. Palm Bay has the highest population of any municipality in Brevard County. As of July 1, 2020, the total population of the City of Palm Bay was 119,760, and this represents about 20 percent of Brevard County's population.

For economic development purposes, the ECFRPC divides population into three primary cohorts: Children (under 18), Working Age (18-64), and Retirees (65+). According to the U.S Census Bureau, close to 60 percent of the city's residents are Working Age (ACS, 2015-2019). It is also important to note that Palm Bay has a higher proportion of Children and a lower proportion of Retirees than Brevard County. Therefore, the city's median age (40.3) is much lower than the County's (47.3).

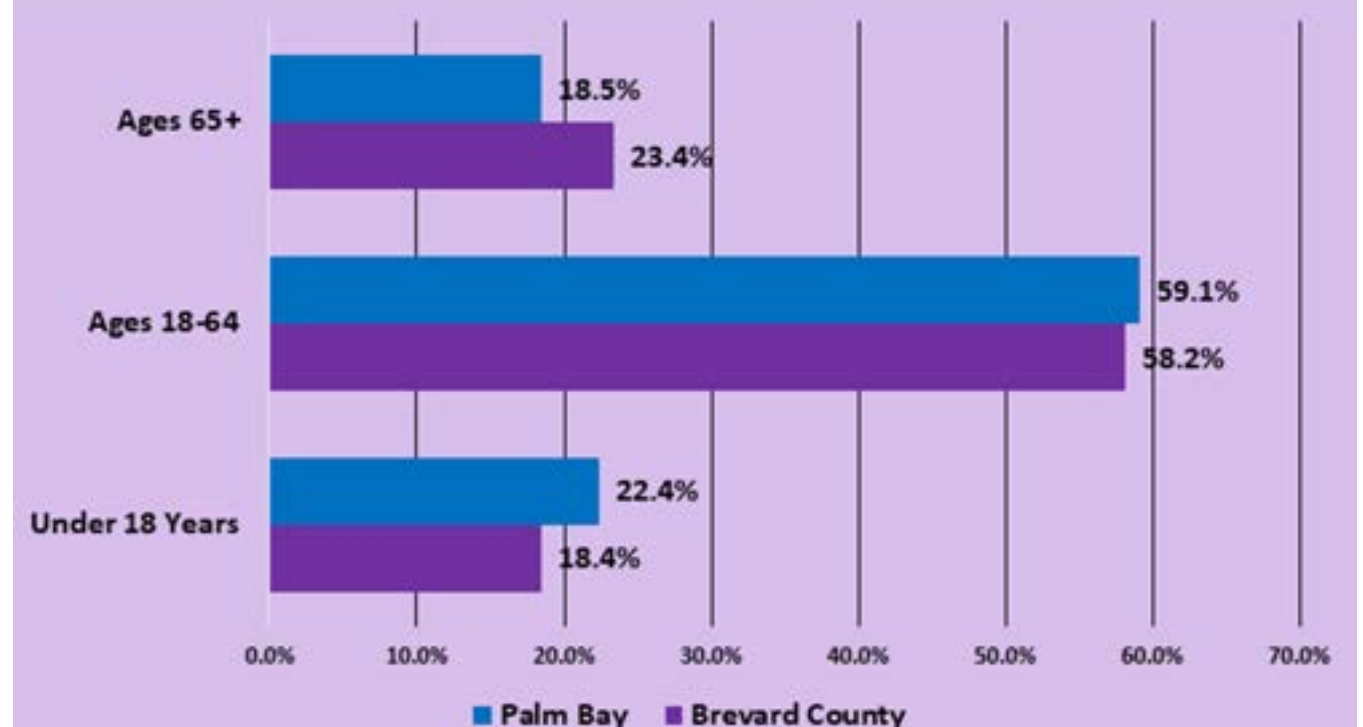
Palm Bay's younger population likely contributes to the higher labor force participation rate in the City. According to the Census, 57 percent of the city's population is in the labor force, a higher proportion than Brevard County's average (54.4 percent).

**Palm Bay Median Age:**  
**40.3 years**

## % of Brevard Population



## Age Structure



Source: ACS 2015-2019

# PEOPLE

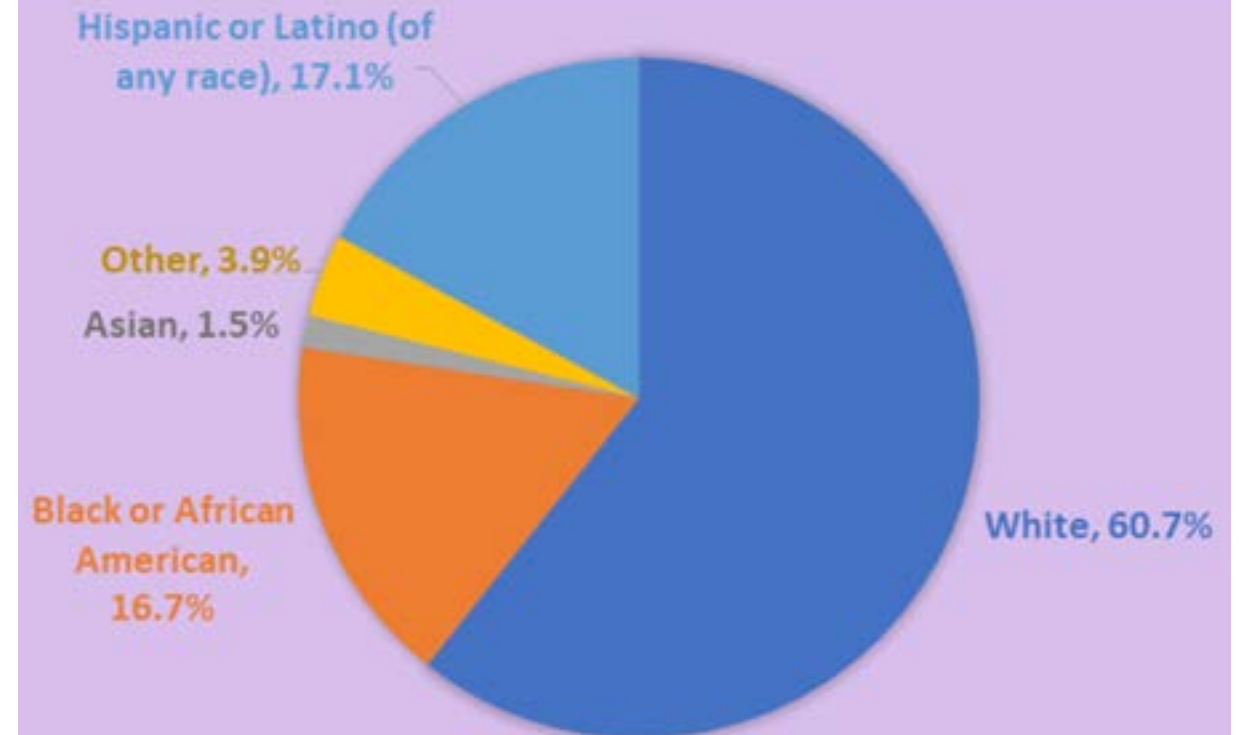
## DEMOGRAPHICS

The City of Palm Bay is home to a racially diverse population, especially in comparison to Brevard County. Almost 61 percent of Palm Bay residents are Non-Hispanic Whites, which is almost a 15 percent difference compared to the County average of 74.4 percent. Also, Palm Bay has a smaller percentage of Non-Hispanic Asians compared to Brevard County. On the other hand, Palm Bay has a higher proportion of residents that identify as Hispanic (of any race) and Black or African American.

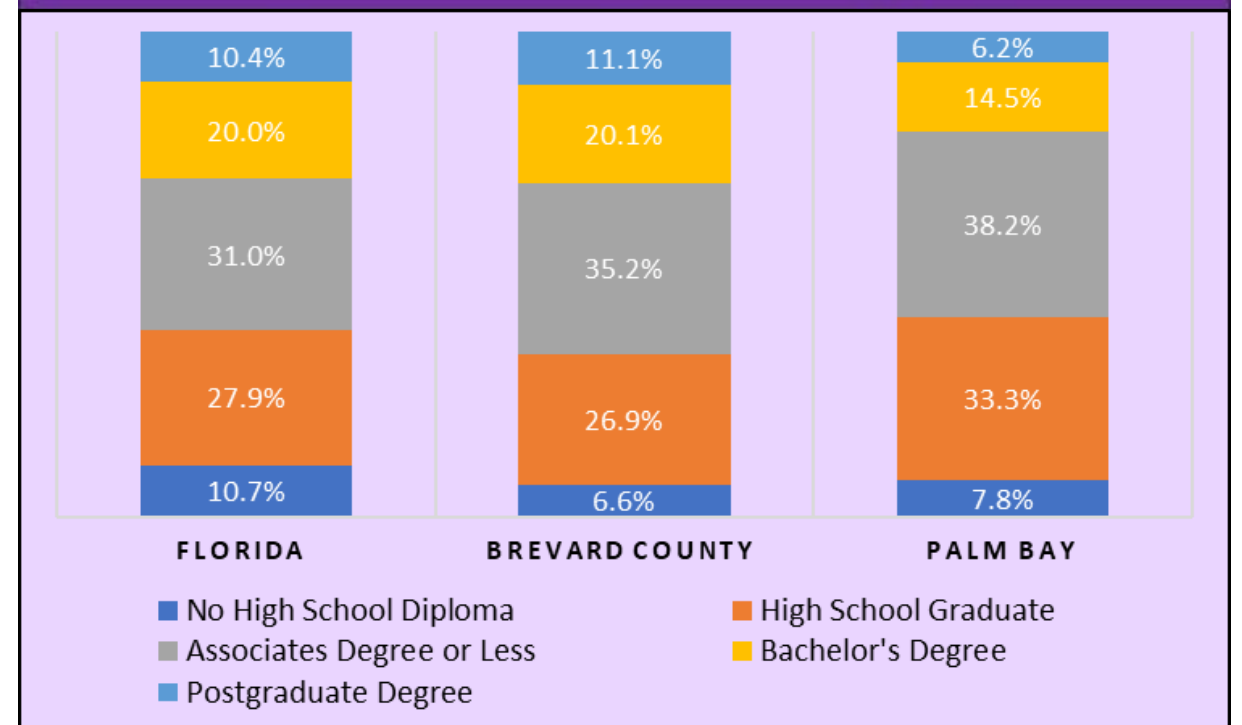
A critical factor in economic development is educational attainment, which measures the highest level of education completed by individuals over the age of 25. Overall, Palm Bay's population has lower educational attainment when compared to Brevard County and the State of Florida. While about a third of the City's residents have completed a High School Diploma or equivalent, the percentage of the population with postgraduate degrees is much lower than the County and State. Over thirty-three percent of the City's residents have an Associate's Degree or higher. This is about 11 points lower than Brevard County. In the case of Florida, the difference is about eight percentage points.

The City of Palm Bay has a higher proportion of residents with Some College but No Degree compared to the other jurisdictions. According to the [American Institutes for Research](#), this Census subcategory may include people who have earned a professional certification or license, which often takes less than a year to complete. This type of credential is the most common entry-level requirement to work in various industries, such as architecture, engineering, and manufacturing.

## Palm Bay Race/Ethnicity



## Educational Attainment Ages 25+



Source: ACS 2015-2019



# PEOPLE

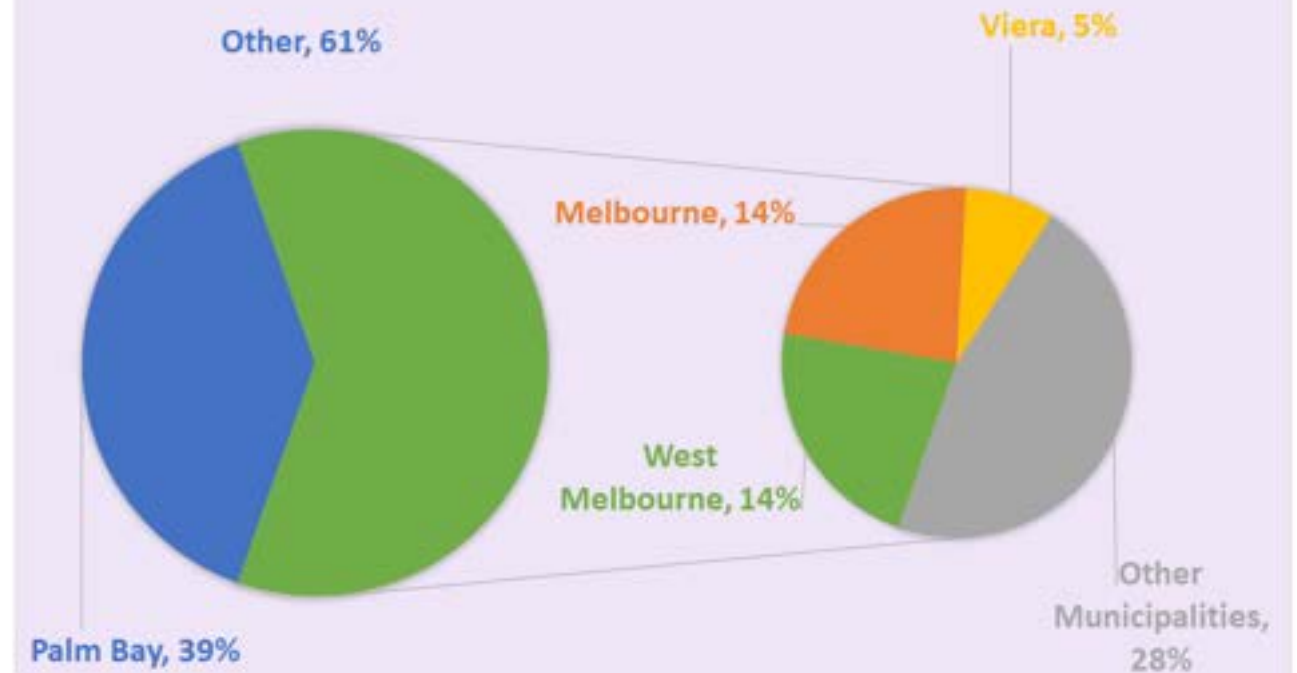
## COMMUTING PATTERNS

Commuting patterns can provide insights into the economic relationship between the City of Palm Bay and its surrounding communities. For example, communities where the majority of the workforce commutes outside of the municipality can signify a lack of job opportunities within a City or simply the bedroom-community nature commonly found in suburban areas. Being the largest city in Brevard County by population, commuting patterns to and from Palm Bay have a significant impact on the economic vitality of the region.

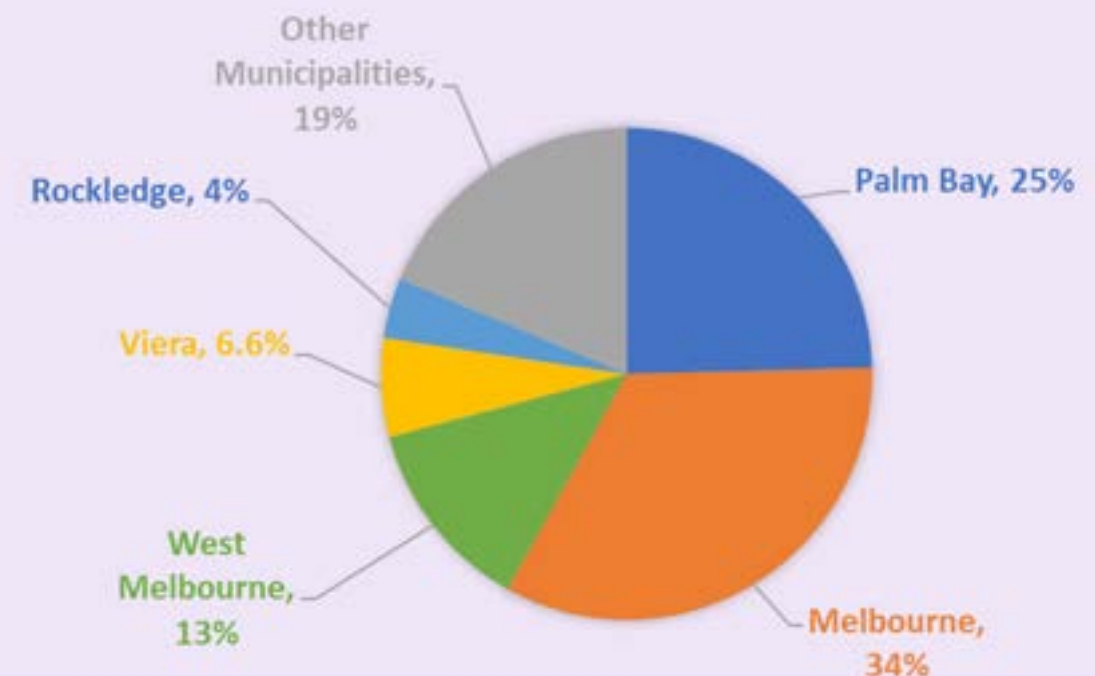
According to JobsEQ, a little over 21,200 people commute into Palm Bay each day to work. Over sixty percent of these workers come from nearby jurisdictions including Melbourne (23.4 percent) and West Melbourne (13.5 percent). Another 37.1 percent of inbound commuters begin their journey in other municipalities, including unincorporated Brevard County and other jurisdictions. Meanwhile, only 38.9 percent of the people working in Palm Bay actually live within the municipality. Another way of looking at this phenomena is by analyzing the place of work for Palm Bay residents. JobsEQ states that just over 38,000 City residents commute to work with the majority heading to Melbourne (33.4 percent) and West Melbourne (17.2 percent).

The mismatch between the commuting patterns of workers and residents suggests that a significant number of the jobs available within the City might not be within reach of Palm Bay citizens. This could partly be due to the lower educational attainment of the City's residents when compared to Brevard County.

## Residence of Palm Bay Workers



## Palm Bay Residents' Place of Work



Source: JobsEQ

# PEOPLE

## JOBS HOUSING BALANCE

A jobs-housing balance compares the number of jobs in a community or municipality to the number of housing units. This balance can provide insight into the characteristics of a City's population, economy, and commuting patterns. For example, a City that serves as a large employment center will have a higher jobs-to-housing ratio. However, there are some limitations to the jobs-housing balance. While the jobs-housing balance can signify the availability of jobs, factors such as the proportion of retirees and other dependents can affect the applicability of the ratio.

Palm Bay's job-to-housing ratio of 1.27 is relatively balanced but slightly lower than the target ratio of 1.3-1.7 recommended by the American Planning Association. The slightly lower jobs-housing balance suggests that housing is more plentiful in Palm Bay than employment, and it also implies that some workers must travel outside the City to find employment.

Despite the moderate jobs-housing ratio of Palm Bay, the analysis of the commuting patterns in the previous section shows that commuting in the area occurs on a regional basis, with a large majority of Palm Bay residents working outside of the City. Comparing these two metrics, it is apparent that a lack of jobs in Palm Bay is not the reason for the high commuting rate out of the City. Palm Bay has a relatively low college education compared to Brevard County. Thus, some workers travel outside of the City limits to find jobs with their skillsets, such as retail, which has a high presence in West Melbourne.

**Jobs-Housing Ratio:**  
**Employment ÷ Housing Units**

**Palm Bay Jobs-Housing Ratio:**  
**1.27**

Source: JobsEQ



Source: City of Palm Bay



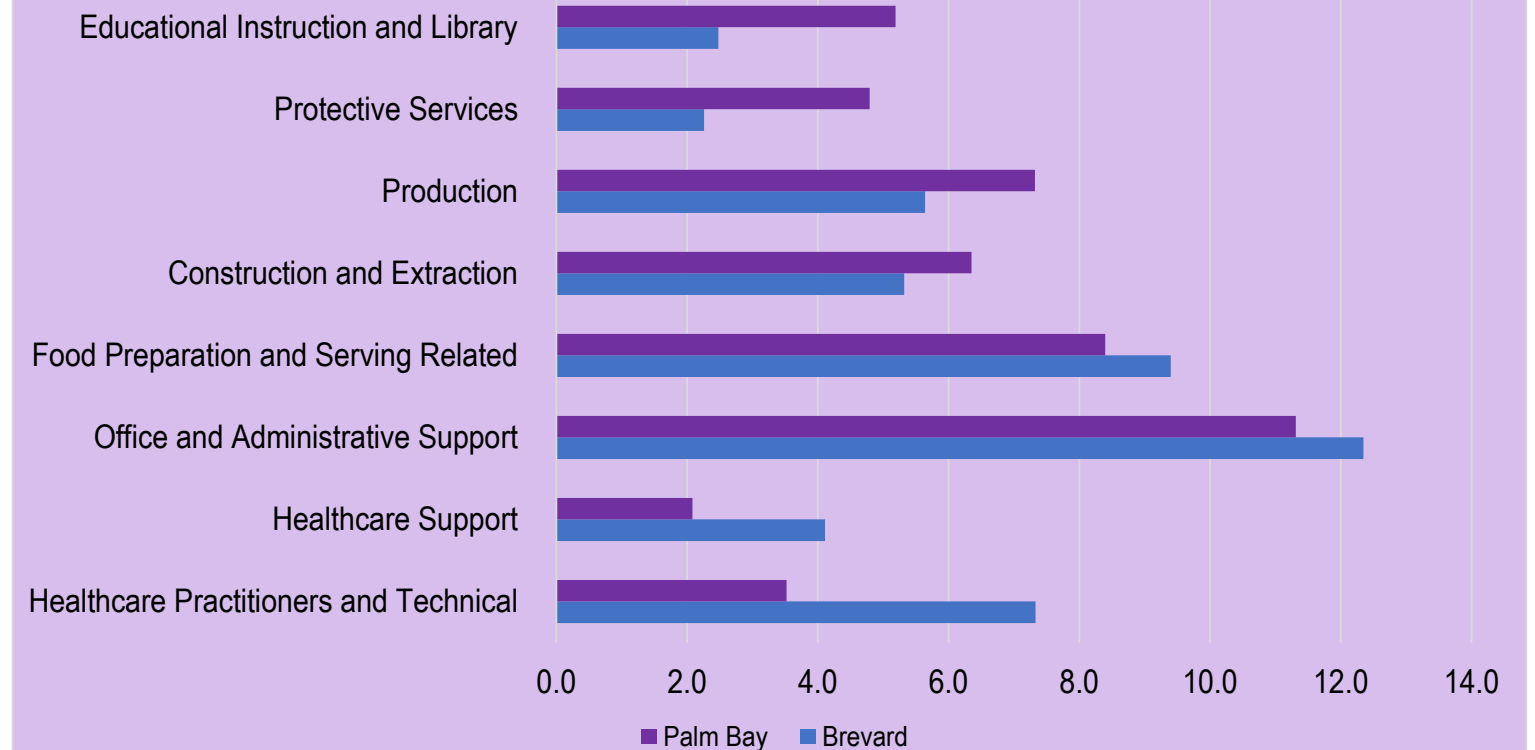
# PEOPLE

## OCCUPATIONAL CHARACTERISTICS

The largest occupation in Palm Bay by number of employees is Retail Salespersons, with 942 workers. Cashiers and Fast-food workers are Palm Bay's second and third most common occupations. The mean annual income for these three occupations is below \$30,000. Regarding occupations, there are some notable differences between Palm Bay and Brevard County. As a percentage of the total employment, Palm Bay has a much lower prevalence of occupations in Healthcare Practitioners (-3.8 percent), Healthcare Support (-2 percent), Office and Administrative Support, and Food Preparation (-1 percent). On the other hand, the City has a higher share of workers within the Educational Instruction (+2.7 percent), Protective Services (+2.5 percent), Production (+1.7 percent), and Construction and Extraction (+1 percent) professions.

Another way of examining occupations is by measuring their concentration. Location quotients (LQ) gauge the relative strength of an industry or occupation compared to the national average. Hence, an occupation with an LQ of more than 1 shows local strength over the national average. Of the occupations with the highest LQ in Palm Bay, several of them have a significant presence in the aerospace and electronics industries. These include Electromechanical Assemblers, Electronics Engineers, and Electrical and Electronic Engineering Technologists and Technicians. It is also important to note that several of these occupations require only between three months to two years of post graduate education or that the worker join an apprenticeship program.

## Occupational Groups with Highest Percentage Differences



Occupation	LQ	Mean Annual Wages	Employment
Electrical, Electronic, and Electromechanical Assemblers	6.61	\$32,100	325
Career/Technical Education Teachers, Postsecondary	6.16	\$48,800	112
Electronics Engineers, Except Computer	5.06	\$104,000	117
Electrical and Electronic Engineering Technologists and Technicians	4.61	\$57,800	104
Postsecondary Teachers, All Other	4.12	\$56,700	136

Source: JobsEQ

# PLACES

## NATURAL ASSETS

Place-based assets are sites in a community that significantly contribute to the unique identity and overall development of the City and its inhabitants. These assets can be both natural features as well as man made structures. Place-based community assets are also deeply intertwined with the people and prosperity of Palm Bay. Human capital directly contributes to constructing and maintaining these assets, mainly man-made structures. Place-based assets can also influence the prosperity of the City by providing sites that attract visitors and, therefore, economic activity. These identifiable places can catalyze economic development by serving demand directly related to the function of the community asset or inducing other economic activities from its recognizability.

In terms of natural assets, the largest and most influential resource is the Indian River Lagoon. This shallow and biodiverse estuary stretches over 40 percent of Florida's east coast. In addition to the abundance of natural resources in the estuary, the Indian River Lagoon is a large economic engine that generates more than \$7.6 billion in economic impact in Florida ([indianriverlagoon.org](http://indianriverlagoon.org)). The plentiful resources, recreational opportunities, and environmental restoration work in light of decades of pollution of the Indian River Lagoon contribute to a growing sense of community. The Turkey Creek Sanctuary is an incredibly-valued 130-acre preserve near the center of Palm Bay and the mouth of the historic Turkey Creek. In addition to providing an important refuge for native flora and fauna, it also provides multiple recreational opportunities, including a boardwalk, jogging trails, a library, a kayak launch, and a nature center with exhibits. This is an excellent example of using a natural asset to improve the well-being of residents while increasing knowledge and connecting the community to natural systems.

Indian River Lagoon



Turkey Creek Sanctuary



Sources: Google Images



# PLACES

## BUILT ENVIRONMENT ASSETS

An example of a built asset in Palm Bay is the Eastern Florida State College-Palm Bay campus. This campus houses classrooms and provides access to community services that help create upward economic mobility for the people of Palm Bay, which also creates significant economic impacts.

The Center of Advanced Manufacturing and Innovating Design (CAMID) is a Florida Tech facility that provides an array of services to manufacturers. Features include access to digital modeling and visualization technologies, computer-driven manufacturing equipment, and industry-oriented professors in various engineering and materials research disciplines. CAMID also offers a “hoteling” model that enables small manufacturers to use the facility’s equipment on a project-by-project basis.

Another building that serves as a community asset in Palm Bay is the Evans Center. Opened in 2019, Evans Center is a local non-profit organization committed to raising the standard of health and improving the quality of life in the community ([evanscenter.org](http://evanscenter.org)). Located in the Driskell Heights neighborhood, it contains a multi-use community room for classes including technology training and financial literacy. This structure not only provides an architectural addition to the neighborhood but provides community resources to increase local prosperity and human capital.

## Eastern Florida State College – Palm Bay



Source: EFSC Website

## CAMID Tech Facility



Source: Florida Tech, City of Palm Bay

# PLACES

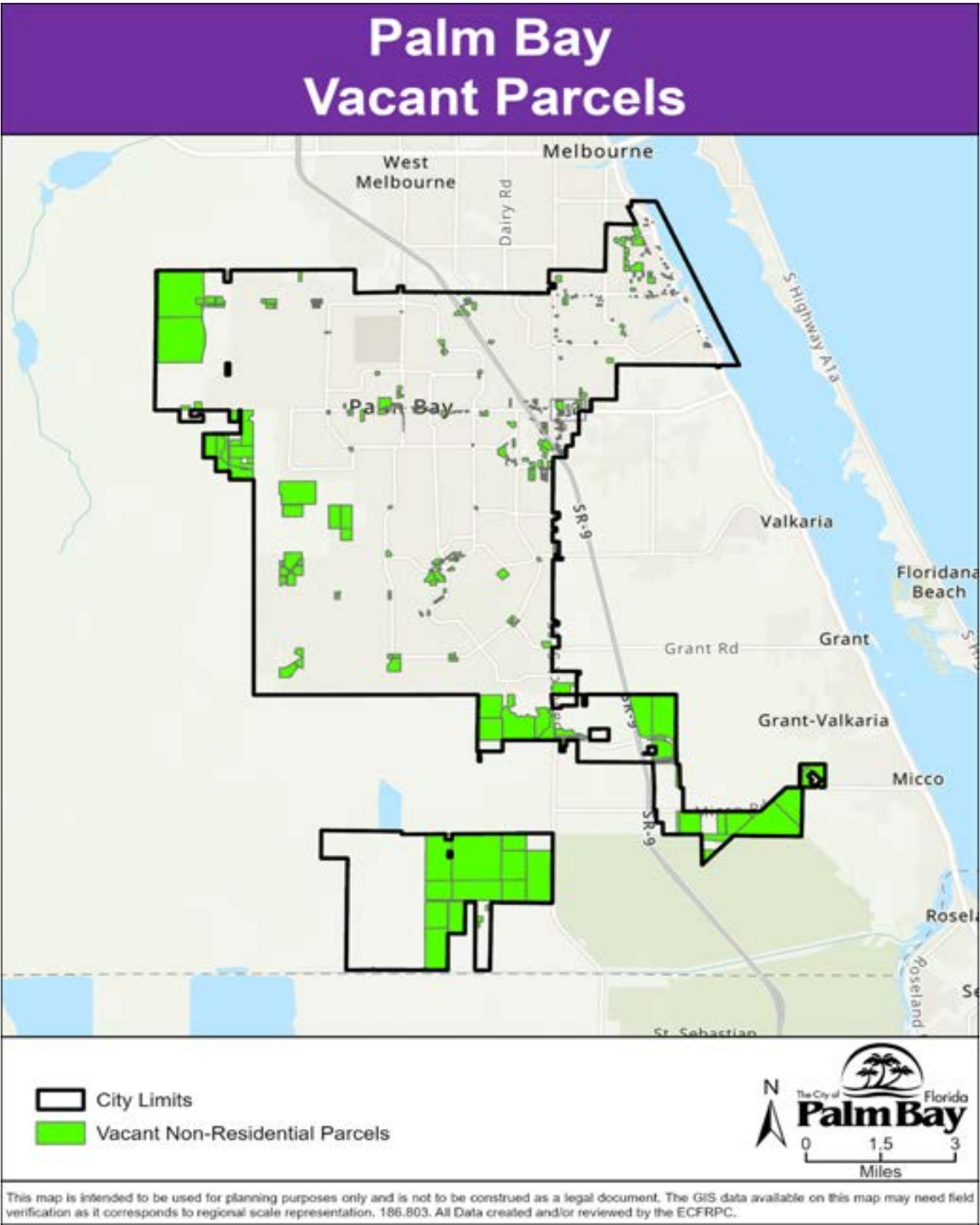
## VACANT LAND ANALYSIS

The presence of vacant parcels within and outside commercial corridors can provide important insight into the potential opportunities for economic growth. Non-residential development is key to promoting the creation of jobs and direct and indirect revenue for the municipality. Multiple factors influence the flexibility and potential use of parcels including their existing land use, parcel size, and ownership.

According to the Brevard County Property Appraiser, there are 631 vacant non-residential parcels within the City of Palm Bay. Geographically, these parcels are distributed across the entire City. When combined, these properties amount to over 13,326 acres of land. Parcels classified as Agricultural comprise over 89 percent of the total vacant acreage within the City. Most of these vacant agricultural parcels are located on the southern and western edges of the City. Overall, these agricultural parcels also tend to be larger than average and comprise most of the available acreage. On the other hand, over 70 percent of the City’s vacant parcels are less than five acres in size. This could present a challenge for the development of these properties. This includes 319 parcels that are less than one acre in size.

Vacant Acreage by Size		
Parcel Size	Total Acreage	Parcel Count
<5 Acres	503	488
5 to 9 Acres	356	48
10+ Acres	12,463	95

Source: Brevard County Property Appraiser



Source: Brevard County Property Appraiser



# PLACES

## VACANT PARCEL OWNERSHIP

Property ownership can also provide information about the use and potential availability of these non-residential vacant parcels. Overall, the ten largest property owners of vacant land hold more than 80 percent of the City’s vacant land with three of them owning more half this acreage. One clear pattern with the most prominent landowners is that their properties typically lie on the outside perimeter of the City, The acreage owned by the largest landowners also tends to be more contiguous than landowners with smaller parcels. Willowbrook Farms is by far the largest landowner by acreage. The six mostly contiguous parcels owned by this entity total 3,220 acres. These properties represent just over 24 percent of Palm Bay’s vacant land. The second-largest landowner is Babcock LLC with a total of 2,065 acres spread across seven parcels. Most of these properties are located in the southern portion of the City. Palm Vista Preserve LLC owns three large contiguous parcels in the northwest portion of the City.



Source: Nail Ranch

Ten Largest Owners of Vacant Land		
Owner	Acreage	Parcel Count
Willowbrook Farms	3,220.6	6
Babcock LLC	2,065.6	7
Palm Vista Preserve LLC	1,157.4	3
David Lee LLC	760.0	4
Rolling Meadow Ranch INC.	710.7	3
Emerald Investment Holdings LLC	674.8	4
Nail Ranch Inc.	597.2	6
Waterstone Farms LLC	577.7	4
BRP US INC	353.9	3
MLCI Investments LTD	212.2	3

Source: Brevard County Property Appraiser

## VACANT LAND ENTITLEMENTS

This section focuses on the future land use designations for vacant non-residential areas in the City of Palm Bay. Future land use (FLU) is an important designation used by municipalities to help guide future development. Of the total acreage of vacant parcels without a residential Existing Land Use, over 40 percent are entitled for low-density residential uses. These includes properties with the following FLU designations: Single-Family Residential (19 percent), Rural Single Family Residential (9.9 percent), Regional Activity Center (7 percent), and Residential Low Density (6 percent). This is much higher than any other future land use category. While building more housing is essential to accommodate expected population growth, further increasing the proportion of land area in the City devoted to single-family residences reduces opportunities for commercial growth while increasing the population in need of services. It also has important implications, especially concerning tax revenue, commuting patterns, and overall quality of life.

On the other hand, job generating land uses (commercial, office, and industrial) comprise just over 18 percent of the City’s vacant land. This number is very low. Therefore, City officials need to make it a priority to preserve these properties from future land use conversions. This will be a challenge as the City of Palm Bay continues to attract new residents. Moreover, the average size of these parcels is relatively small, ranging from three to five acres on average. This means that the City will need to look for additional lands that could serve as future employment centers for Palm Bay residents.

Vacant Land Entitlements	
Future Land Use	Total
Single Family Residential	18.81%
Calumet Farms	17.32%
Commercial	13.88%
Rural Single Family	9.87%
Micco Park Village District	9.30%
Regional Activity Center	6.64%
Residential, Low Density	5.91%
Residential Open Space	5.24%
Industrial	3.85%
Public Semi-Public	3.00%
Multi-Family Residential	2.78%
Other	1.84%
Parkway Flex Use	0.40%
Bayfront Mixed Use	0.24%
Conservation	0.23%
Residential, Medium Density	0.20%
Professional Office	0.17%
Neighborhood Commercial	0.12%
Bayfront Mixed Use Village	0.12%
Utilities	0.06%

Source: City of Palm Bay, ECFRPC Analysis



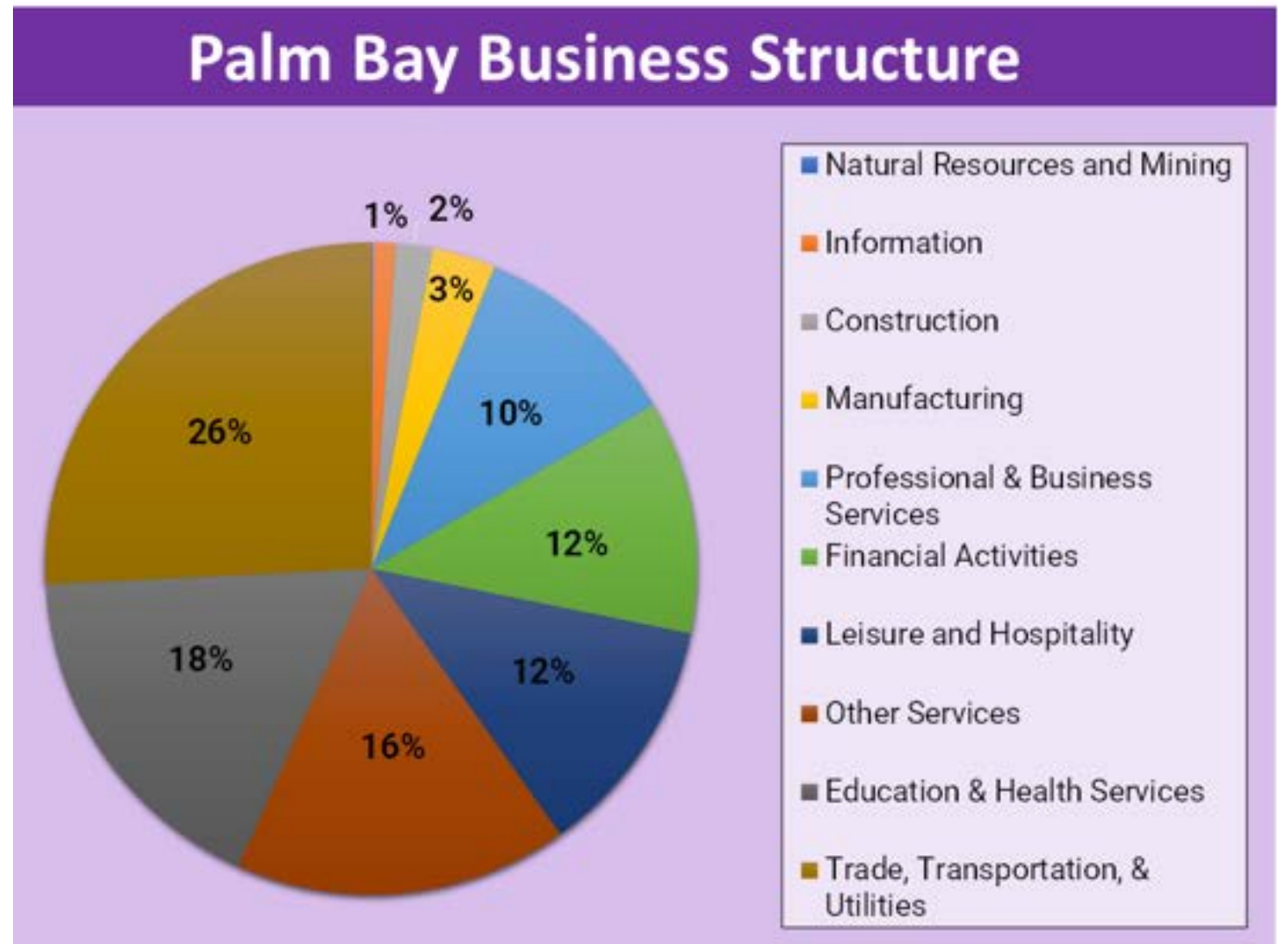
# PROSPERITY

## BUSINESS STRUCTURE PROFILE

For this analysis, the ECFRPC primarily relied on the City of Palm Bay's Business License Tax Receipt list to develop an economic business profile for the City. This information was supplemented with data from the Data Axle/Infogroup business database, the REMI PI+ economic forecast, and Google. To facilitate this analysis, the ECFRPC aggregated all establishments using the Bureau of Labor Statistics (BLS) Supersector groupings framework, which organizes establishments according to the goods and services they provide (see Appendix).

According to the business license data, close to 2,200 businesses are located within the City of Palm Bay. Over 50 percent of these firms are home businesses that provide personal services such as handyman, contractor, computer sales, janitorial cleaning, landscaping, and much more. For this profile, the ECFRPC focused on non-home businesses. Nearly 60 percent of these businesses fall within three groups: Trade, Transportation & Utilities, Education & Health Services, and Other Services. The businesses within these Supersectors are often referred to as "non-basic" or "non-traded" industries. They mainly exist to serve the local population and thus derive most of their revenues from local customers.

On the other hand, manufacturing is considered a "basic" or "traded" industry. These industries drive economic growth because they sell their goods and services outside the City of Palm Bay. Unlike a retail establishment, a manufacturing firm does not need local customers to generate income. Moreover, the development of their products is often dependent on national and international supply chains. Understanding these nuances is essential when addressing the needs of the local citizens.



Source: City of Palm Bay Business License Tax Receipts (2020), ECFRPC Analysis

# PROSPERITY

## LARGEST EMPLOYERS

When addressing business structure, it is noteworthy to know the name and location of the City’s largest employers. According to the City of Palm Bay, five firms employ about 6,650 people. Palm Bay’s largest employer is L3Harris Technology Center, a subsidiary of this Fortune 500 company that produces wireless equipment and other technologies for the defense and commercial sectors. This company employs almost 5,000 people.

The City’s largest employers are concentrated in the manufacturing, retail, and healthcare industries. The second-largest employer is the Holmes Regional Medical Center, a non-profit hospital operated by Health First that employs just about 500 people. Renesas Electronics Inc., headquartered in Tokyo, Japan, has one of its many branches within the City of Palm Bay. Employing more than 300 workers, the technology company focuses on research, development, design, manufacture, sale, and servicing of semiconductor products for the automotive, industrial, healthcare, software, and other sectors. Lastly, Palm Bay Hospital is a non-profit, 120-bed hospital that offers patients extensive Digital Diagnostic Radiology, including Digital Mammography, X-ray, MRI, CT, Ultrasound, Nuclear Medicine, and Tele-Radiology.



Source: l3harris.com

Largest Employers in Palm Bay	
Employer	Number of Employees
L3HARRIS Technologies Inc.	4,900
Holmes Regional Medical Center	500
Walmart Supercenter #5455	450
Renesas Electronics	351
Palm Bay Hospital	347

Sources: Palm Bay Tax Receipts, 2020; ECFRPC Analysis



# PROSPERITY

## TARGETED INDUSTRIES

The State of Florida has decided to concentrate its business attraction efforts on nine targeted industries. Establishments within these industries usually pay higher wages than Florida's median salary. Moreover, the state has determined that it has a competitive advantage or particular interest in attracting these establishments. Because of these priorities, the City of Palm Bay should expect assistance from Florida's Department of Economic Opportunity, Enterprise Florida, and the Economic Development Commission of Florida's Space Coast; when working with potential clients within these industries.

The State of Florida's targeted industries are described in more detail below:

- **Aviation and Aerospace:** These are companies that specialize in flight training, shuttle and space launches, the manufacturing/servicing of aircraft and aircraft components, and similar technologies.
- **Cleantech:** Establishments within this sector focus on a variety of activities including the development of renewable energy technologies, biomaterials, and environmental remediation, among others.
- **Defense and Homeland Security:** This industry is comprised of defense contractors and other companies that provide security services to the federal and state governments.
- **Financial and Professional Services:** This industry encompasses companies working within the fintech, banking, investing, portfolio management, and insurance sectors.
- **Headquarters:** This includes the main offices and regional subsidiaries of major national corporations.

- **Information Technology:** As defined by the state, this industry includes companies from a broad range of sectors including software, photonics, and modeling, simulation, and training.
- **Life sciences:** This industry is comprised of businesses that provide research and development functions in the biotechnology, pharmaceutical, and medical industries.
- **Logistics and Distribution:** The businesses within this industry includes supply chain and logistics integrators and whole sale distribution companies.
- **Manufacturing:** This industry includes the broadest set of establishments. As defined by the federal government, it includes all establishments engaged in the mechanical, physical, or chemical transformation of materials, substances, and components into new products.

•

While Florida's targeted industries framework can assist cities in developing their business attraction programs, it often falls short of meeting the needs of local jurisdictions because of several reasons. The first issue is scope, and some targeted industry definitions are too broad. For example, the manufacturing sector comprises more than 40 sectors, encompassing everything from breweries to vehicle manufacturing. To succeed, these establishments require distinct inputs, labor skills, and technologies.

Another problem is the need for regional focus. Florida is the fourth largest economy in the United States, and its regions have developed specific economic advantages based on their history and geography. Because of this reason, the ECFRPC worked to identify the subset of industries where Palm Bay is more competitive.

# PROSPERITY

## ECONOMIC CLUSTERING

Establishments within traded industries and their suppliers tend to agglomerate near each other to achieve economies of scale and gain a competitive advantage. These networks of interrelated businesses are called industry clusters, and these firm concentrations are important regional jobs and wealth generators plus they are responsible for developing critical technological innovations. As part of its work with the U.S. Economic Development Administration, the ECFRPC has identified seven regional innovation clusters: Aviation/Aerospace, Modeling Simulation and Training, Photonics, Telecommunications, Tourism, Turbine Technologies, and Watercraft.

Using the City’s Business Tax Receipt database, the ECFRPC identified 27 companies within four regional innovation clusters. Most of these companies are part of the region’s Telecommunications cluster, comprised of giants such as L3Harris, Renesas Electronics, and TELCO 214 US Inc, among others. Palm Bay also has seven companies that provide an array of services to the Aviation/Aerospace sector, including engineering and design, transportation, and original parts. Based on their websites, some companies within this cluster also serve the telecommunications sector. While there are not any large watercraft manufacturers within the City, several companies provide services to the marine industries.

In addition to these business agglomerations, the ECFRPC also identified three companies that specialize in chemical research, manufacturing, and distribution. The largest company is Far Research Inc., which has two sites that employ about 50 people. Based on the ECFRPC’s experience, this seems to be a particular niche that the City of Palm Bay fills.



Targeted Industry	Regional Cluster	Total
Aviation/Aerospace	Aviation/Aerospace	7
Information Technologies	Telecommunication	9
Manufacturing	Chemical (4)/Watercraft (7)	11
Total		27

Source: Palm Bay Tax Receipts 2022, ECFRPC Analysis



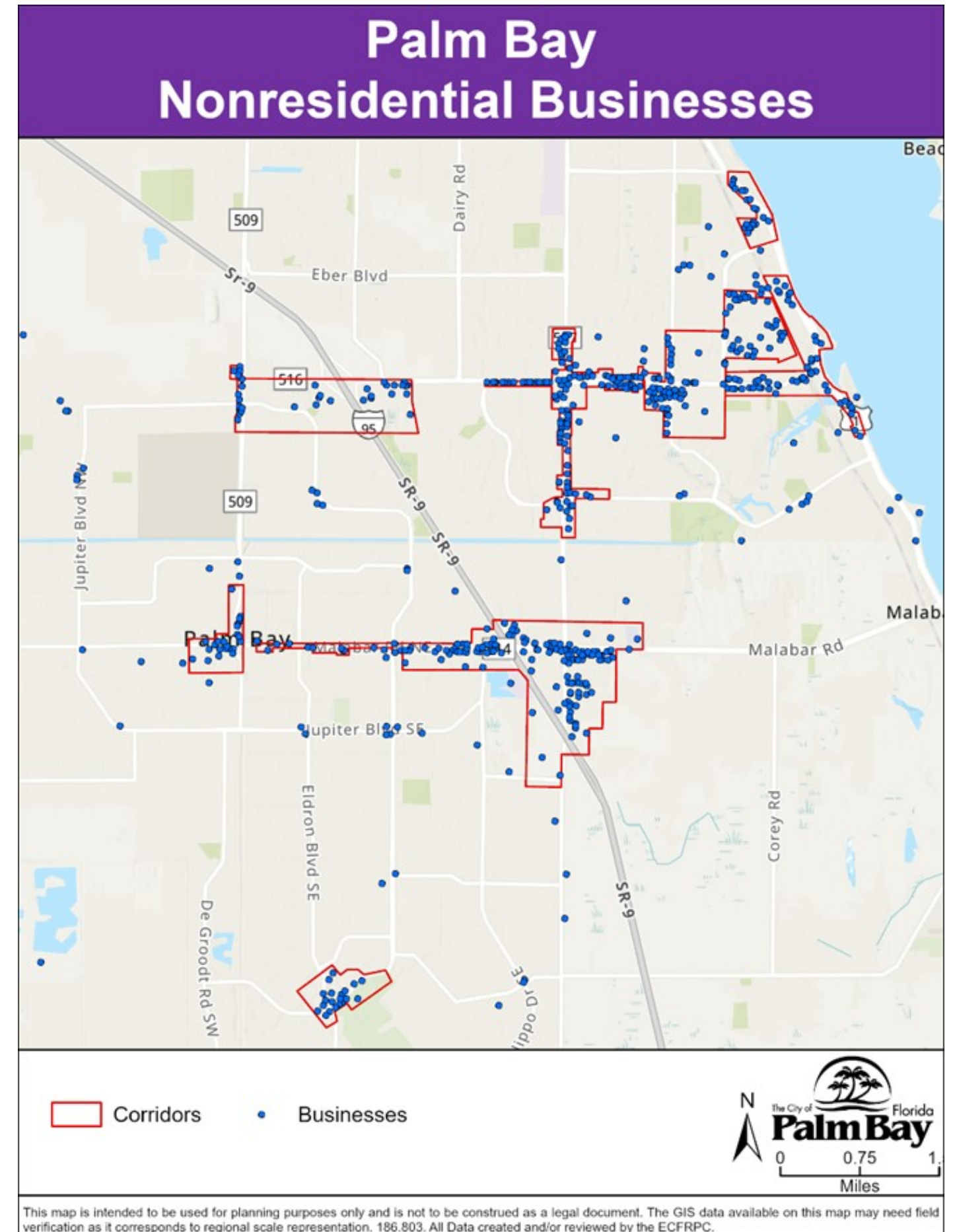
# PROSPERITY

## PALM BAY'S BUSINESS CORRIDORS

One of the most significant parts of building economic resiliency is understanding the City's most important hubs of commercial activity. While urban sprawl has fomented the abandonment of traditional urban centers in favor of road-oriented development, businesses still tend to collocate to reap the many benefits of agglomeration including lower transportation costs, greater access to clients, and an ample supply of labor.

Developing strategies to enhance the strengths and address the weaknesses of these commercial corridors is fundamental to maintaining the City's economic health. The first part of this analysis was to identify Palm Bay's most significant commercial corridors. To do this, ECFRPC staff geocoded the addresses of all of the City's businesses using Geographic Information Systems (GIS) software. Like many jurisdictions across the nation, Palm Bay's businesses are dispersed throughout City limits but tend to follow major thoroughfares.

Using this information, the ECFRPC designated eight major business corridors within the City of Palm Bay: Bayfront, Bayside-Cogan, Fairview, Malabar, Minton, Palm Bay-I95, Palm Bay Road, and Renesas. Each of these business corridors plays a distinct role in the City's economy. These eight corridors are home to about 93 percent of all the City's businesses and 17,202 jobs. The ECFRPC developed metrics to compare the performance of these business corridors, which are described in the Appendix.



# PROSPERITY

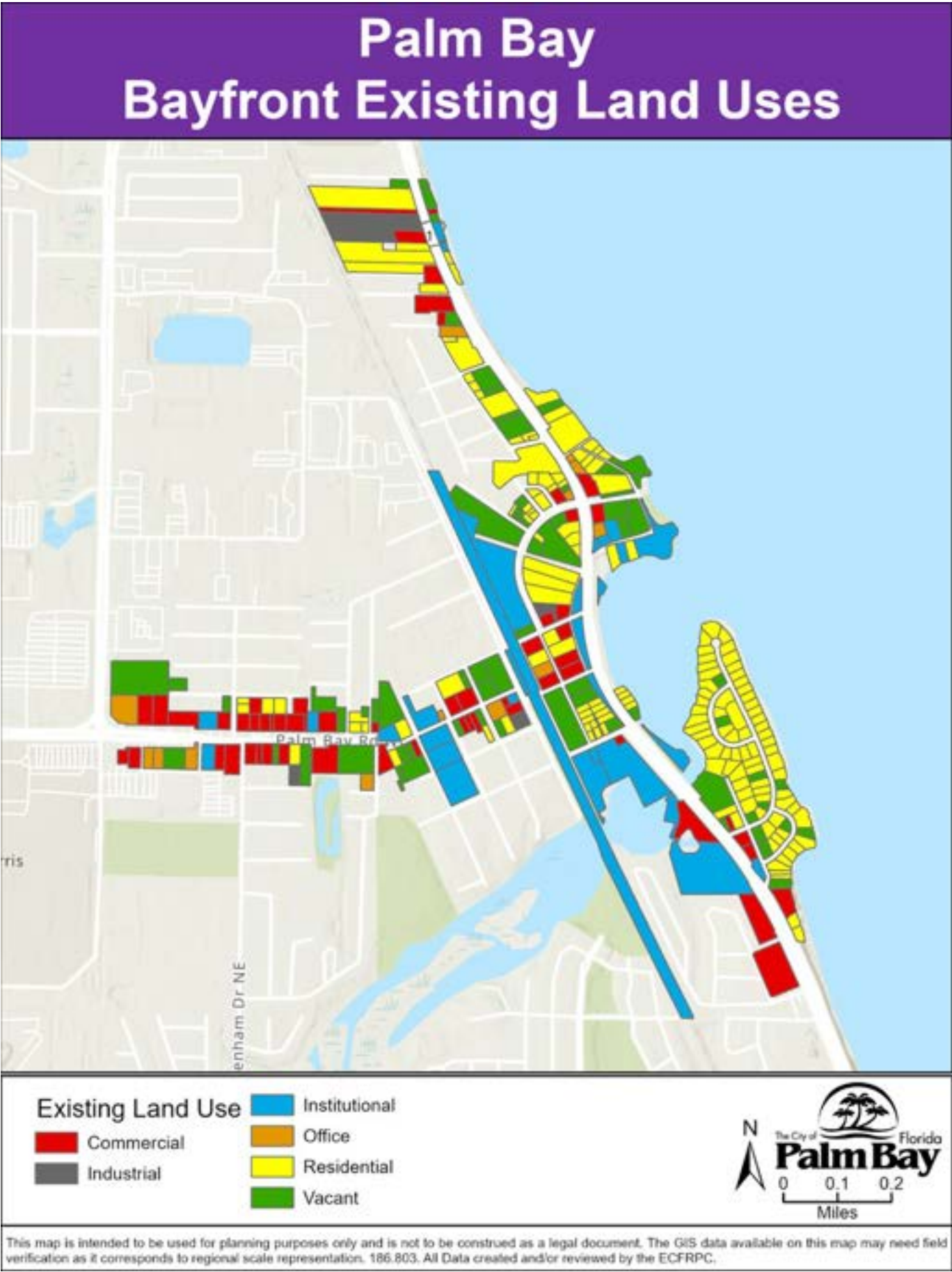
## BAYFRONT BUSINESS CORRIDOR

The Bayfront Corridor includes some of the Palm Bay, coast where US-1 snakes next to the Indian River Lagoon. The corridor boundaries include most properties between Myers Drive NE down and Indian River Drive NE. To the west, the corridor includes parts of Palm Bay Road NE, creating a T-shaped boundary. While this corridor is mainly residential, Bayfront also includes a variety of businesses and two City parks: Goode Park and Castaway Point Park.

### General Land Use Characteristics

This corridor contains 391 parcels spread out over roughly 212 acres of land. Because the area is primarily residential, the average parcel size is relatively small at 0.5 acres. Based on the total acreage figures, about 22.7 percent of the corridor’s parcels are vacant. These vacant parcels are scattered throughout the corridor in commercial and residential areas. Less than 24 percent of the current corridor’s land has non-residential uses (commercial, office, and industrial). The total assessed value of the properties within this corridor is around \$65 million, with an average assessed value of \$166,700 per parcel. The total taxable value of the Bayfront corridor is \$51.5 million, with the average taxable value per parcel being \$131,600.

Land Use Characteristics	Bayfront
Total Area of Corridor (Acres)	211.6
Total Parcels	391
Average Parcel Size (Acres)	0.5
Vacant Parcels %	22.7%
Total Assessed Value (Millions)	\$65.2
Total Taxable Value (Millions)	\$51.5





# PROSPERITY

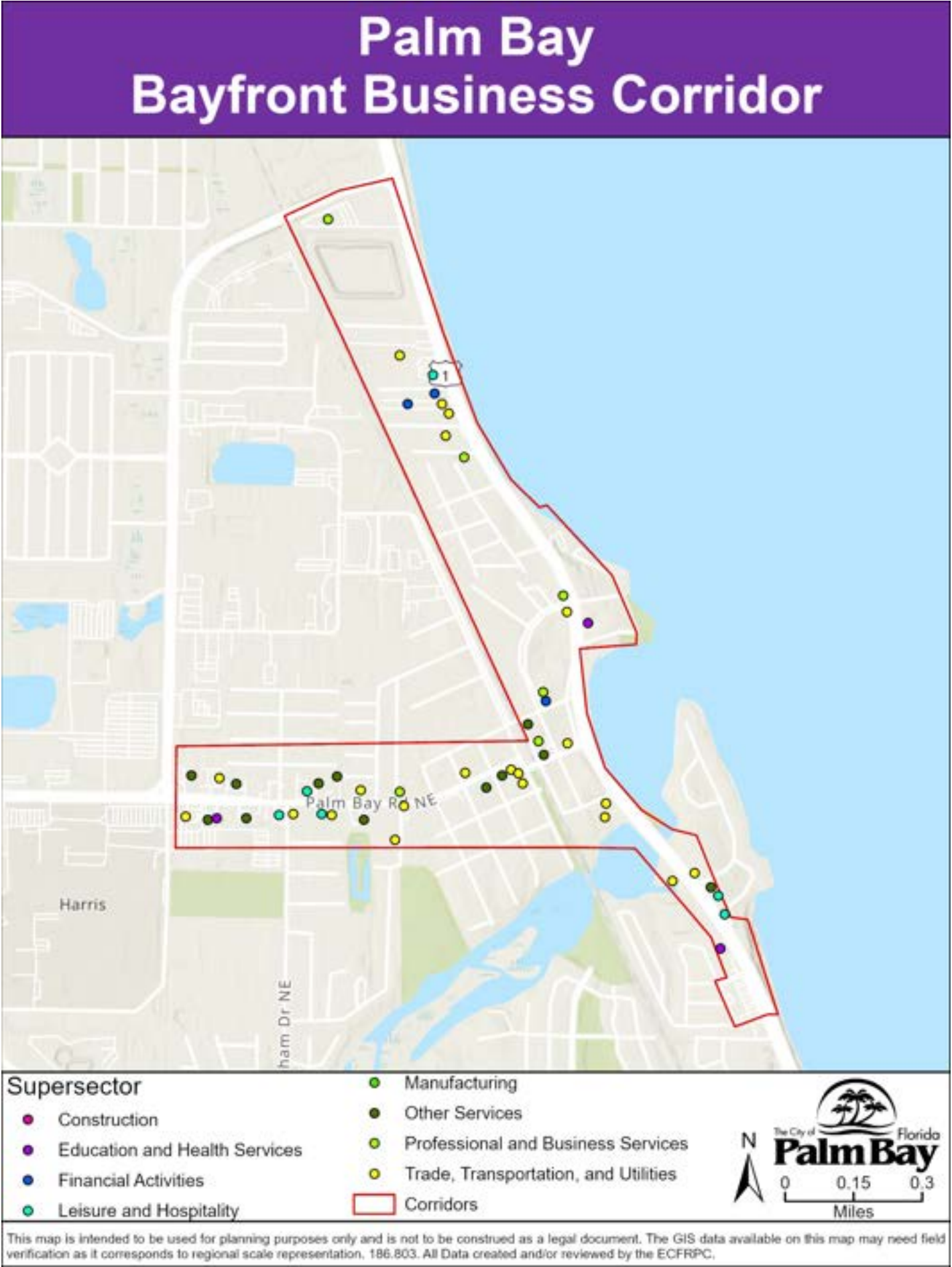
## BAYFRONT BUSINESS CORRIDOR

### Economic Vitality

The corridor is home to 81 businesses that employ around 508 individuals. Eighty-nine percent of the corridor’s establishments are locally owned, while two percent are traded (export businesses). With 151 employees, Raytheon Technologies is the largest employer within the Bayfront corridor. According to Florida Today (Neale, 2018), this office specializes in handling the cyber security contracts of this national defense firm. Some large employers include Palm Bay Elementary School (100 employees) and Ozzie’s Crabhouse Restaurant (25 employees). These three employers account for about 54 percent of all employment within the corridor. Therefore, the rest of the businesses are small firms (5-10 employees). Most of these businesses fall within the Professional and Business Services and Education and Health Care Services Super sectors.

The average age of these establishments is 12 years, the highest number out of the eight corridors. The ECFRPC estimates Bayfront establishments make roughly \$56.4 million in annual sales, with the average business having \$695,722 in sales output. This last figure is the second-lowest amount for all of the business corridors. Over the past five years, over \$3.5 million has been invested in non-residential building improvements within the Bayfront business corridor. This is the second lowest amount of investment compared to the other corridors.

Economic Vitality Index						
Total Businesses	Business Age	Total Employees	Average Sales (Millions)	Dominant Industry	% Local	% Traded
81	11.8	508	\$695	Services	89%	2%



# PROSPERITY

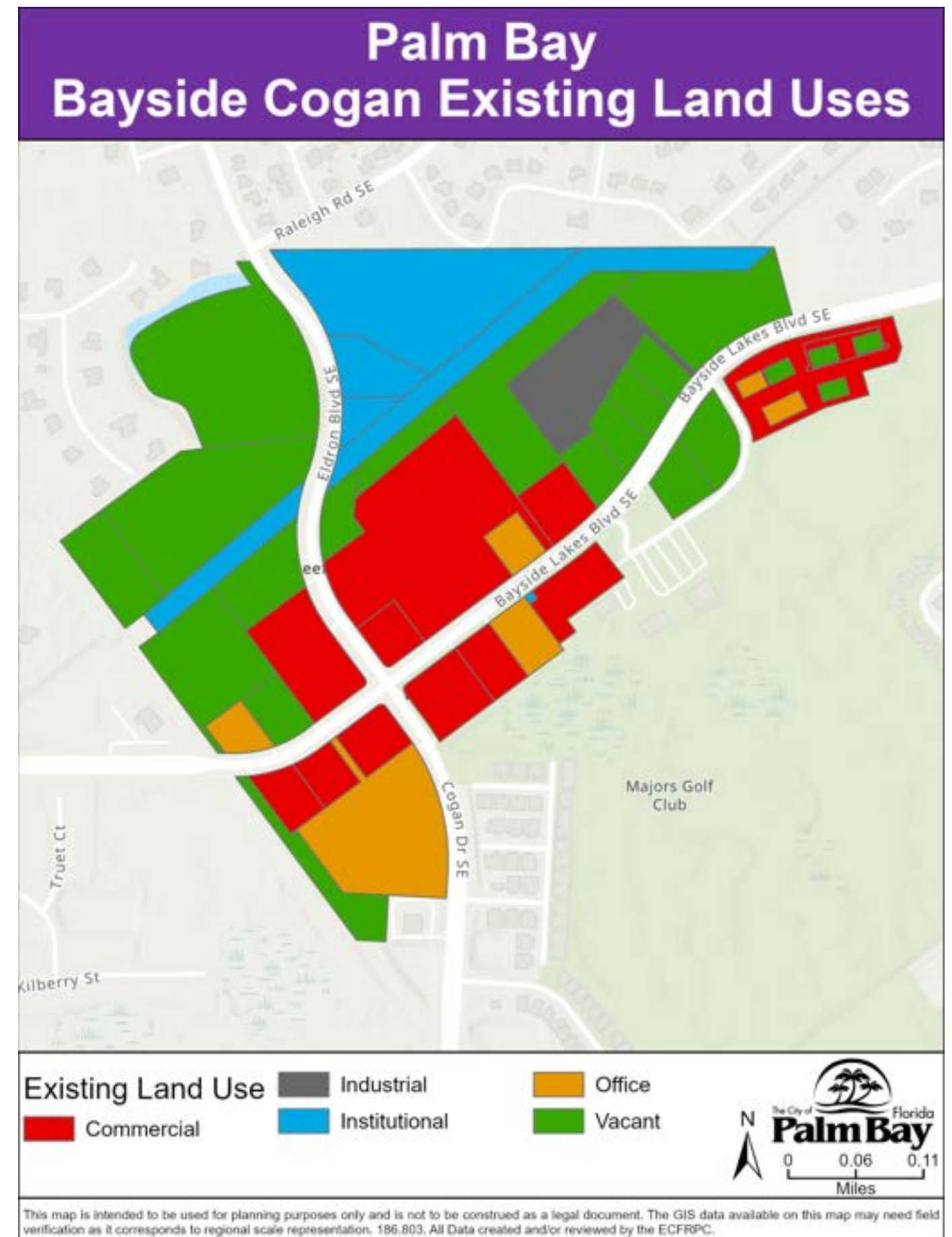
## BAYSIDE COGAN BUSINESS CORRIDOR

Located in the southwestern part of the City, the Bayside Cogan business corridor includes several properties near the intersection of Bayside Lakes Boulevard SE and Cogan Drive. Bayside Lakes Commercial Center anchors this suburban commercial corridor, and the development is surrounded by other entities, such as the Majors Golf Club, several government offices, and over ten subdivisions.

### *General Land Use Characteristics*

The Bayside Cogan corridor comprises 110.7 acres divided across 45 parcels, which is the smallest number of properties compared to the City's other corridors. Over 43 percent of the Bayside Cogan corridor's land is currently vacant, the highest percentage of any corridor. Another 9.1 percent is used for offices, 26 percent has commercial uses and only 4.1 percent has industrial uses. The total assessed value for the entire Bayside Cogan corridor is \$34.2 million, with an average assessed value of \$760.7 thousand per parcel. The total taxable value of the corridor is \$28.1 million, with an average taxable value of \$625.3 thousand.

Land Use Characteristics	Bayside Cogan
Total Area of Corridor (Acres)	110.7
Total Parcels	45
Average Parcel Size (Acres)	2.5
Vacant Parcels %	26.1%
Total Assessed Value (Millions)	\$34.2
Total Taxable Value (Millions)	\$28.1





# PROSPERITY

## BAYSIDE COGAN BUSINESS CORRIDOR

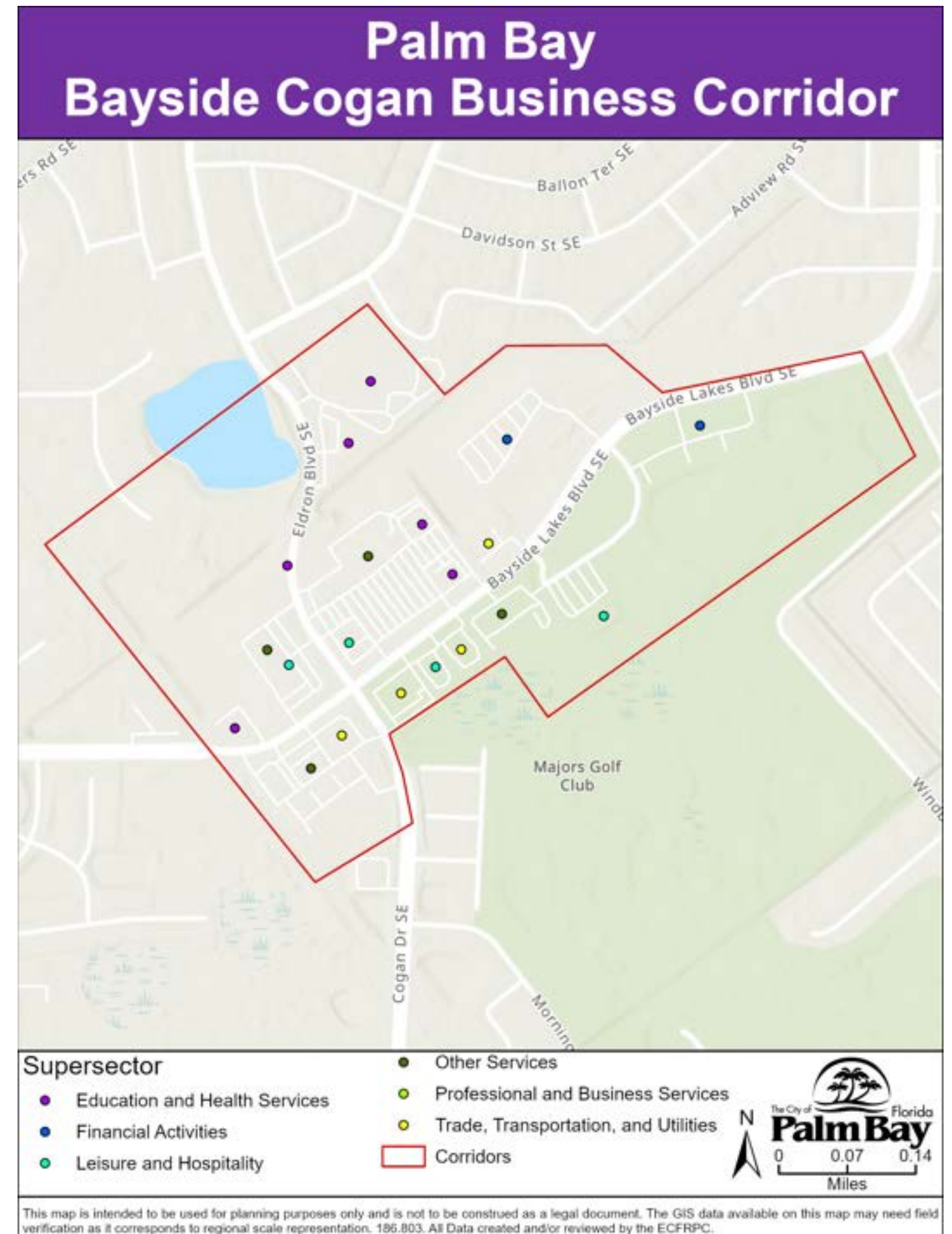
### *Economic Vitality*

Bayside Cogan consists of 50 businesses, which employ approximately 471 people with the average business size being nine employees. The three largest employers within this corridor are government facilities:

- Brevard County's Highway Department (175 employees)
- City of Palm Bay (175 employees)
- Bayside High School (150 employees)

Retail and food service establishments are the two main economic sectors of this corridor, with the majority being national franchises. Sixty-two percent of the corridor's businesses are local, and the average age is ten. The ECFRPC estimates that businesses within the corridor have annual sales of \$34.2 million, with the average sales by the establishment being \$684,098. This is the lowest number of all the corridors. Private businesses have invested just over \$10 million to improve the nonresidential properties within this corridor.

Economic Vitality Index			
# Businesses	50	Average Sales (Millions)	\$684
Business Age	10.8	Dominant Industry	Healthcare
# Employees	471	% Local	62%



# PROSPERITY

## FAIRVIEW BUSINESS CORRIDOR

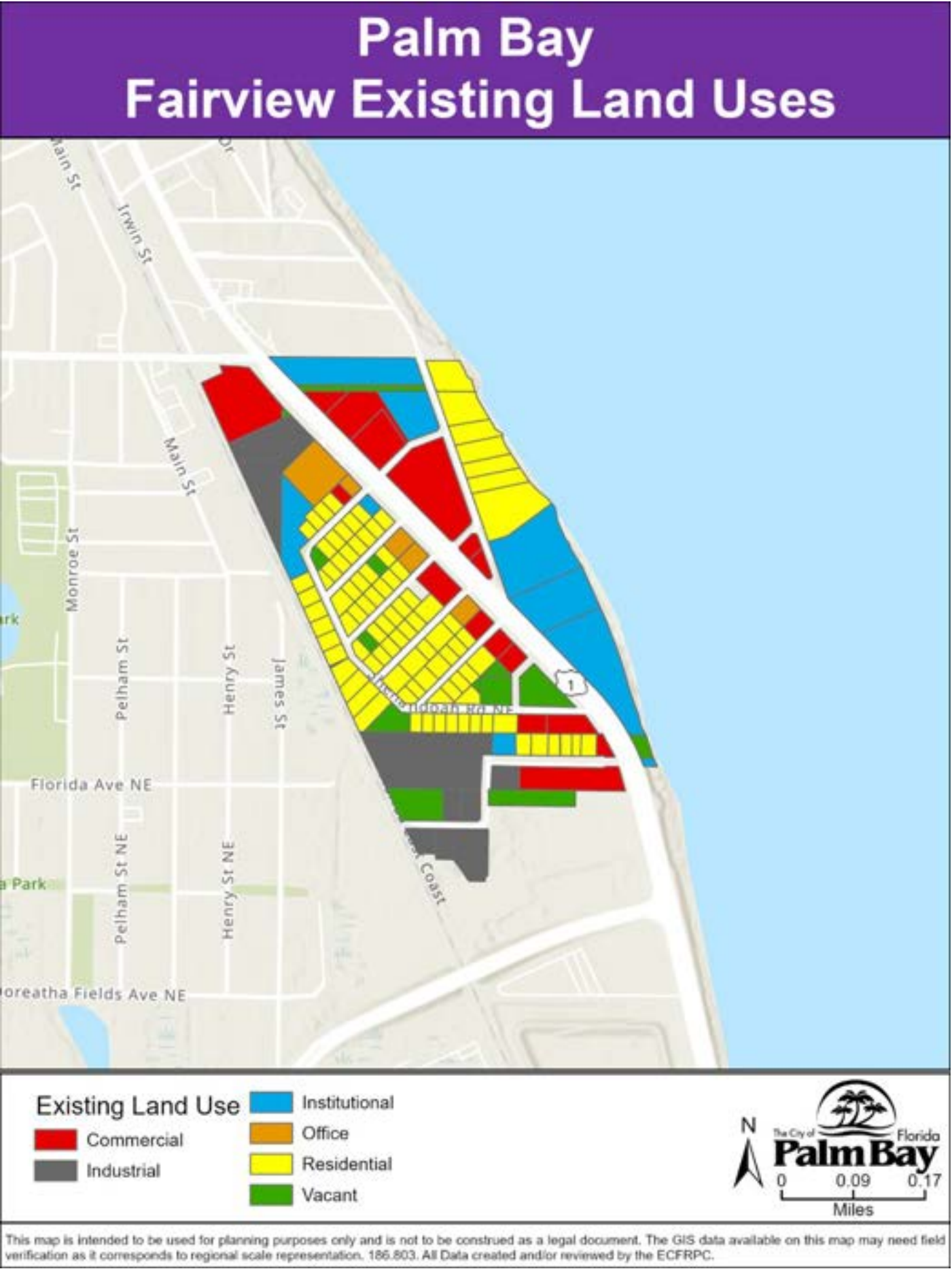
The City’s northernmost corridor, Fairview, is also the smallest in area size. University Boulevard bounds it on the North and Robert J. Conlan Boulevard on the South. US-1 splits the corridor through the middle.

### General Land Use Characteristics

Fairview, the smallest business corridor, comprises 145 parcels over 109.9 acres. The average parcel size in this corridor is 0.8 acres. It is also the most developed corridor within the City, with only 6.8 percent of its land being vacant,. This is the smallest percentage of any corridor. Just over 30 percent of this corridor is currently used for non-residential purposes, including 14.2 percent commercial, 13 percent industrial, and 3.2 percent office uses.

The total assessed value of the Fairview corridor is \$23.3 million, which is the lowest for any corridor. This is consistent with the small overall size of the corridor. The average assessed value per parcel is \$160,400, which is also the lowest of any corridor. The total taxable value of the Fairview corridor is \$18.4 million, with the average value per parcel being \$126,600.

Land Use Characteristics	Fairview
Total Area of Corridor (Acres)	109.9
Total Parcels	145
Average Parcel Size (Acres)	0.8
Vacant Parcels %	6.8%
Total Assessed Value (Millions)	\$23.3
Total Taxable Value (Millions)	\$18.4





# PROSPERITY

## FAIRVIEW BUSINESS CORRIDOR

### *Economic Vitality*

Fairview contains a total of 30 businesses, the smallest number out of the eight corridors, and these establishments employ close to 300 employees. According to the City's records, the corridor's largest employers are the Southeastern Honda Car Dealership (50 employees), the RJP Development Company (40 employees), and FAR Research, Inc. (35 employees). The corridor's business base is mainly comprised of businesses within the manufacturing, retail, and real estate/leasing services sectors. Seventy-one percent of these businesses are local, with about two percent serving export markets.

The average age of Fairview's businesses is ten years. The ECFRPC estimates that the total sales for this corridor accrue to \$66 million, with the average sales per establishment being \$2 million. Within the last five years, Fairview has seen the lowest private investment (\$1.5 million) compared to all other corridors.

Economic Vitality Index			
# Businesses	30	Average Sales (Millions)	\$2.2
Business Age	10.7	Dominant Industry	Manufacturing
# Employees	296	% Local	71%



# PROSPERITY

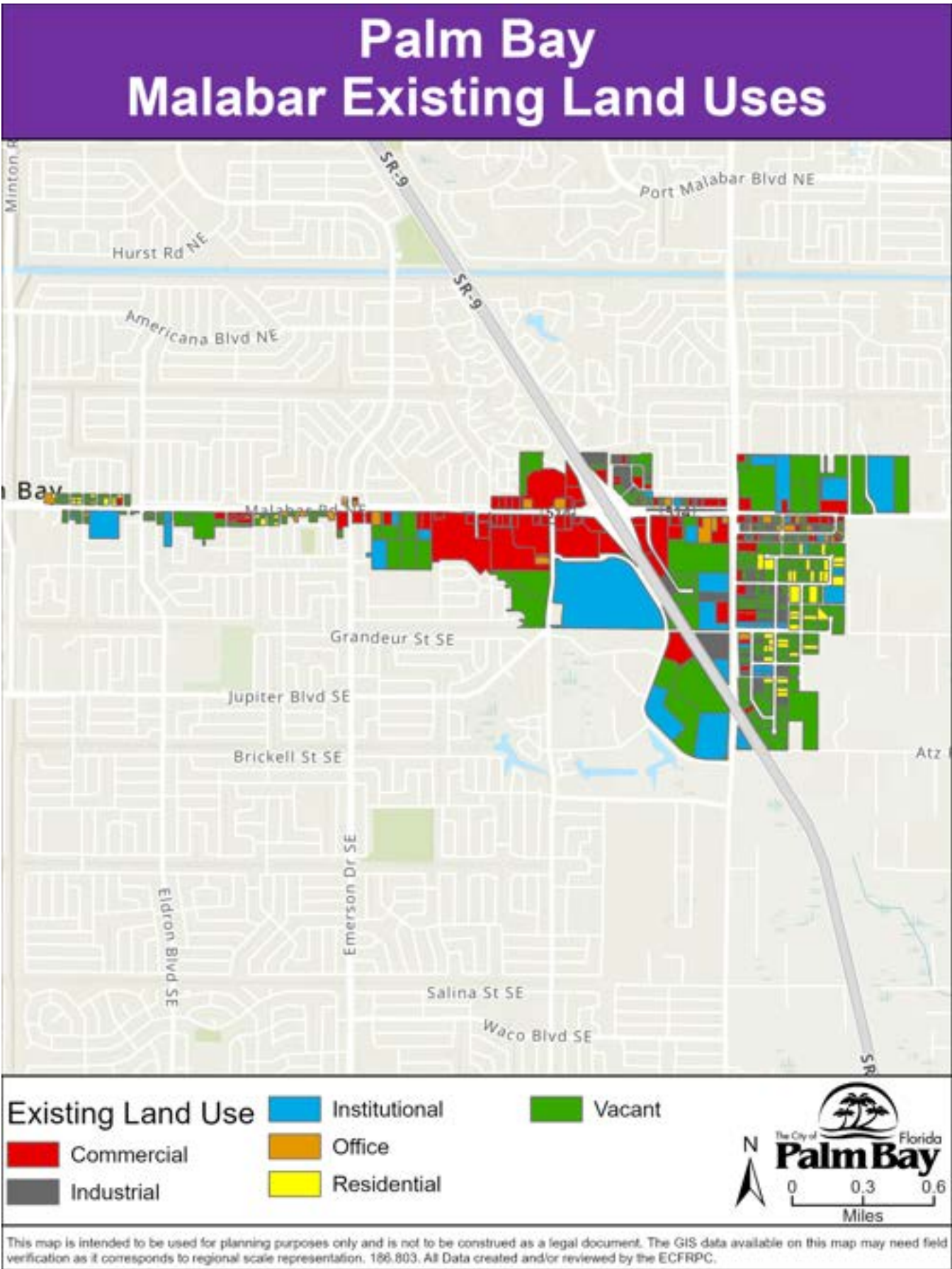
## MALABAR BUSINESS CORRIDOR

Malabar is one of two corridors cut by I-95, making it a reasonably active area with highway travelers. This section of Malabar Road is traversed by other major roads, such as Babcock Street NE, San Filippo Drive SE, and Emerson. The corridor is anchored by the Eastern Florida State College-Palm Bay Campus. Another important institutional use is the Palm Bay Aquatic Center, which provides pool access to the community.

### General Land Use Characteristics

The Malabar corridor contains 574 parcels over 821.9 acres of land. This corridor contains the most significant number of parcels and the highest number of acres. However, the average parcel size in this corridor is 1.4 acres. Over 41.5 percent of the corridor’s land is currently vacant, the second-highest percentage of the studied corridors. Over 31 percent of the corridor’s land is used for non-residential uses. These include 24.3 percent commercial, 4.8 percent industrial, and about 2.5 percent for offices. The total assessed value of the entire Malabar corridor is \$212.3 million. This is the highest amount of any of the eight business corridors. The average assessed value of parcels within this corridor is \$369,700. The total taxable value of the properties within the corridor is \$150.3 million, which is higher than any other corridor. The average taxable value per parcel is \$261,900.

Land Use Characteristics	Malabar
Total Area of Corridor (Acres)	821.9
Total Parcels	574
Average Parcel Size (Acres)	1.4
Vacant Parcels %	41.5%
Total Assessed Value (Millions)	\$212.2
Total Taxable Value (Millions)	\$150.3





# PROSPERITY

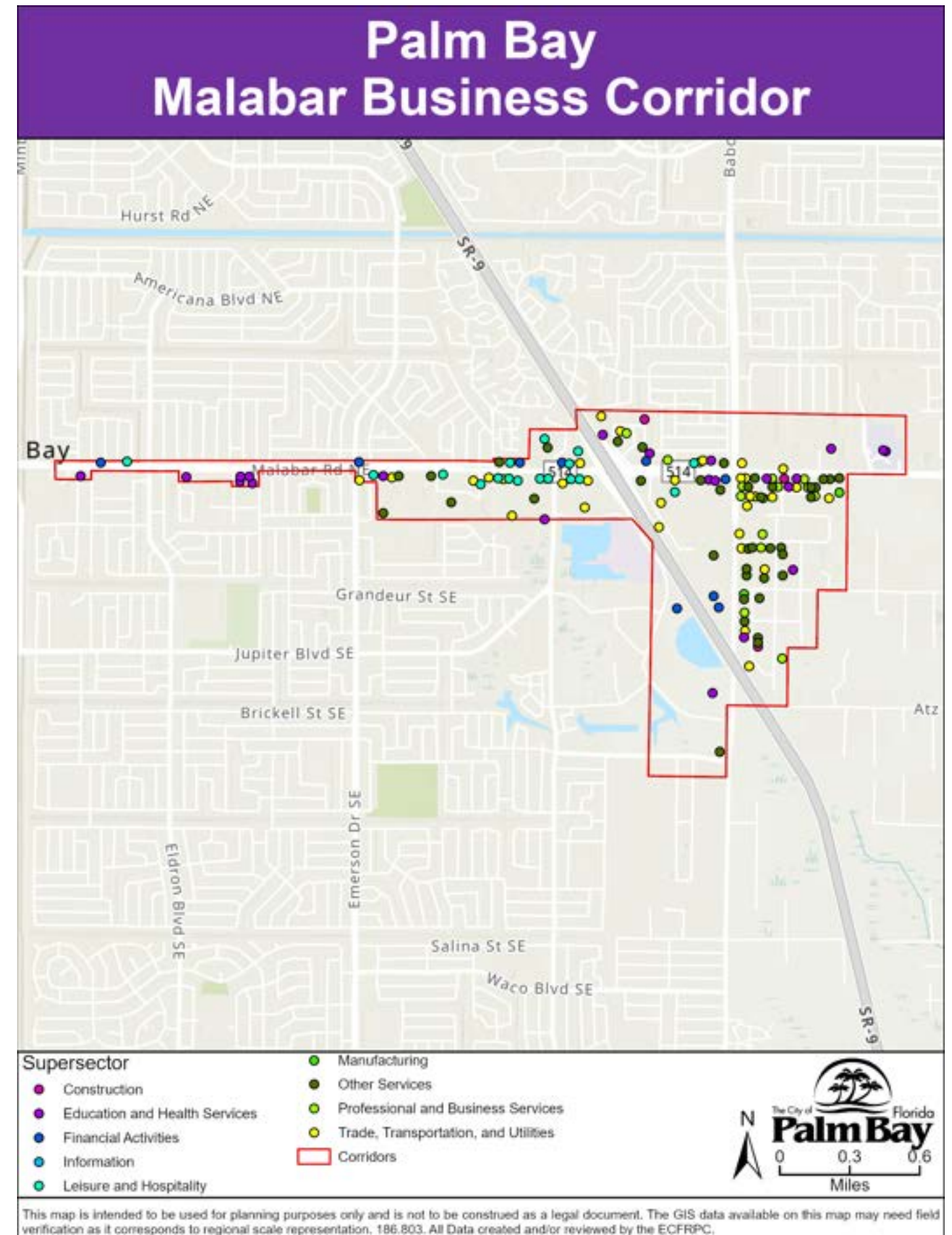
## MALABAR BUSINESS CORRIDOR

### *Economic Vitality*

Malabar has the highest number of businesses in Palm Bay (274). Most of these establishments are located along Malabar Road, all within a two-mile radius. Together, these private firms employ more than 4,030 people. The three largest firms employ just about 32 percent of the corridor's workforce. These include Holmes Regional Medical Center (500 employees), Walmart Super Center (450 employees), and Palm Bay Hospital (347 employees). The average business size for the Malabar corridor is 15 employees.

Not surprisingly, most of the corridor's businesses are within the retail and healthcare industries. Sixty-eight percent of these businesses are local, and the average business age is 11 years. The ECFRPC estimates that businesses within the Malabar corridor have total annual sales of \$505 million, with the average sales per establishment being \$1.8 million. The area received \$26.9 million in private investment during the past five years, which is the second largest amount compared to the rest of the corridors.

Economic Vitality Index			
# Businesses	274	Average Sales (Millions)	\$1.8
Business Age	11.4	Dominant Industry	Retail
# Employees	4,030	% Local	66%



# PROSPERITY

## MINTON BUSINESS CORRIDOR

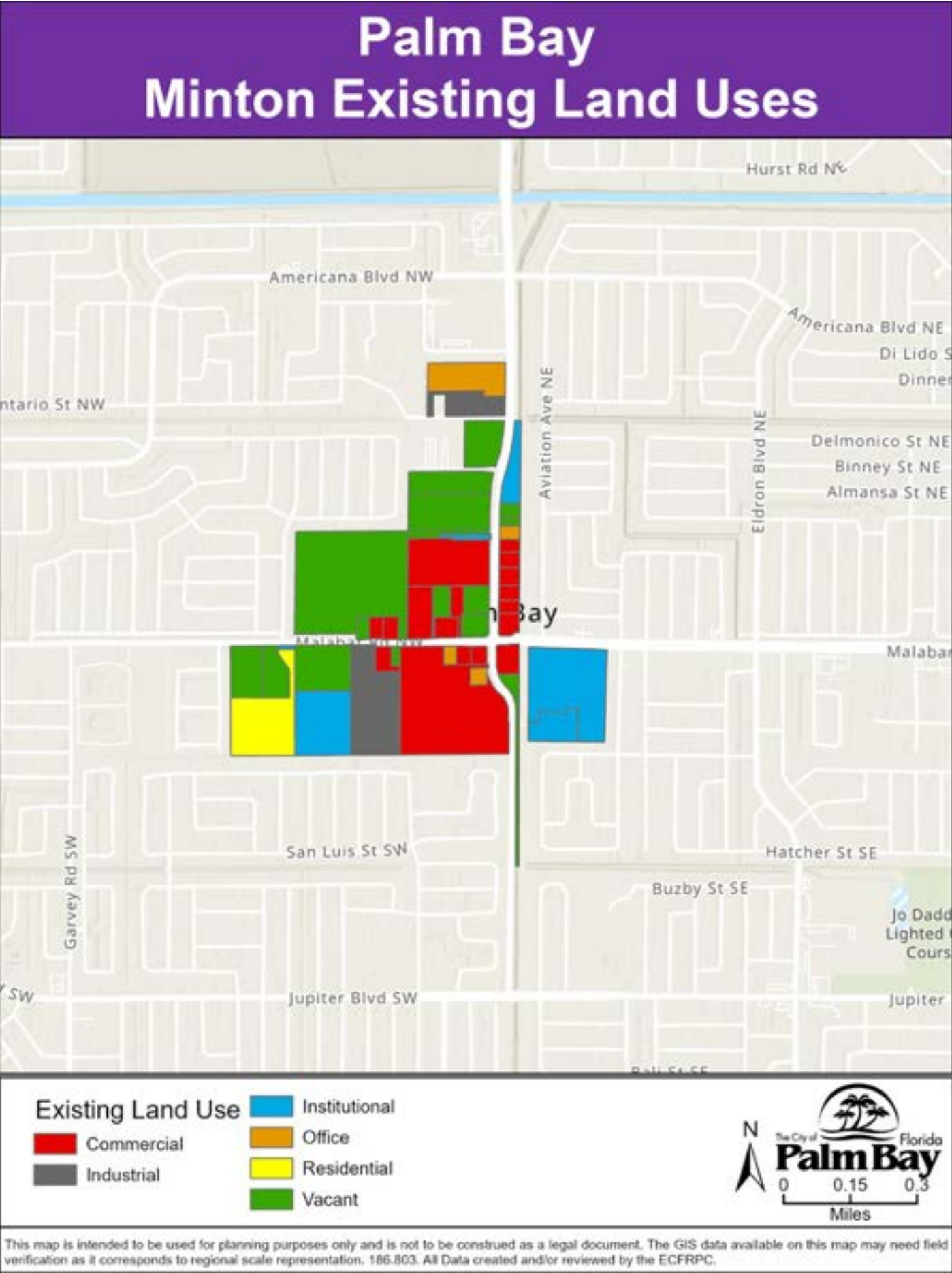
Focusing on the area where Minton Road intersects Malabar Road, the Minton Corridor is a cluster of businesses that cater to the nearby neighborhoods of inner Palm Bay. The area is home to several critical institutional uses, such as Palm Bay City Hall, the Palm Bay Police Department, and the Franklin T. DeGroodt Library. All these establishments are located in the same city block.

### General Land Use Characteristics

The Minton corridor is comprised of 48 parcels over 231 acres. With an average acreage of 4.8 acres per parcel, it has the second-largest average parcel size of the eight corridors. Over 36.5 percent of all acreage in this corridor is vacant. More than 26 percent of the corridor is home to commercial uses, nine percent to industrial, and about four percent to office uses.

The total assessed value for the Minton corridor is \$65.5 million with an average assessed value of \$1.36 million per parcel. This is the second-highest amount of any corridor. The total taxable value of this corridor is \$54.9 million, and it has an average taxable value per parcel of \$1.14 million.

Land Use Characteristics	Minton
Total Area of Corridor (Acres)	231.3
Total Parcels	48
Average Parcel Size (Acres)	4.8
Vacant Parcels %	36.5%
Total Assessed Value (Millions)	\$65.5
Total Taxable Value (Millions)	\$54.9





# PROSPERITY

## MINTON BUSINESS CORRIDOR

### *Economic Vitality*

Minton is home to 63 businesses that employ roughly 674 people. The average age for Minton's businesses is around 11 years, similar to those in Malabar and Palm Bay I-95. Total annual sales come to \$92.4 million, with close to \$1.5 million in average sales per establishment. Seventy-four percent of the corridor's businesses are local, while one percent are traded.

Overall, retail and food service establishments dominate the corridor. However, the top three employers are institutional uses: Palm Bay Police Non-Emergency Department (250 employees), Palm Bay Police Department (208 employees), and Palm Bay Public Works Department (138 employees). Minton received over \$21 million in private investment during the past five years.

Economic Vitality Index			
# Businesses	63	Average Sales	\$1.4
Business Age	11.3	Dominant Industry	Retail
# Employees	674	% Local	74%



# PROSPERITY

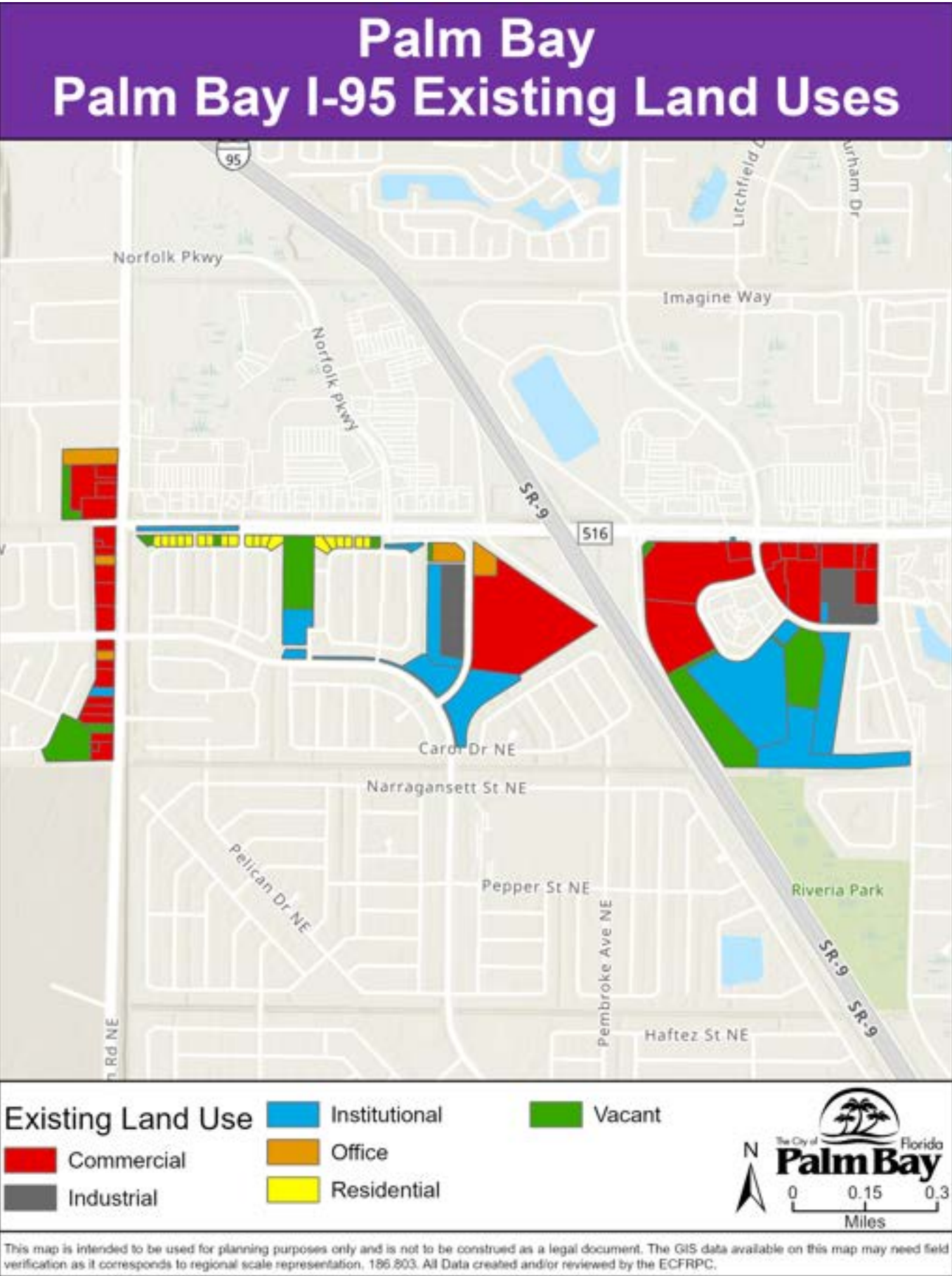
## PALM BAY ROAD I-95 INTERCHANGE BUSINESS CORRIDOR

The Palm Bay Road I-95 Interchange corridor is located at the northernmost intersection of Interstate 95. Like the Malabar corridor, the area’s business base comprises retail and food service businesses. Most of these businesses are agglomerated on main roads such as Palm Bay Road NE, Minton Road NE, and Culver Drive NE.

### *General Land Use Characteristics*

This corridor has over 196.4 acres, split between 89 parcels. This gives an average parcel size of 2.2 acres. Over forty percent of the land is used for commercial uses, the single highest percentage within any of the studied corridors. This is likely due to the intensity of commercial uses surrounding the highway interchange at the center of this corridor. Another 16 percent of the corridor is currently vacant. Almost ten percent of the land is used for industrial and office uses. The total assessed value of the Palm Bay I95 Interchange corridor is \$62.4 million. The average assessed value per parcel is \$701,300. The total taxable value for the corridor is \$57.4 million, with the average taxable value per parcel being \$644,600.

Land Use Characteristics	Palm Bay I95 Interchange
Total Area of Corridor (Acres)	196.4
Total Parcels	89
Average Parcel Size (Acres)	2.2
Vacant Parcels %	16.0%
Total Assessed Value (Millions)	\$62.4
Total Taxable Value (Millions)	\$57.4





# PROSPERITY

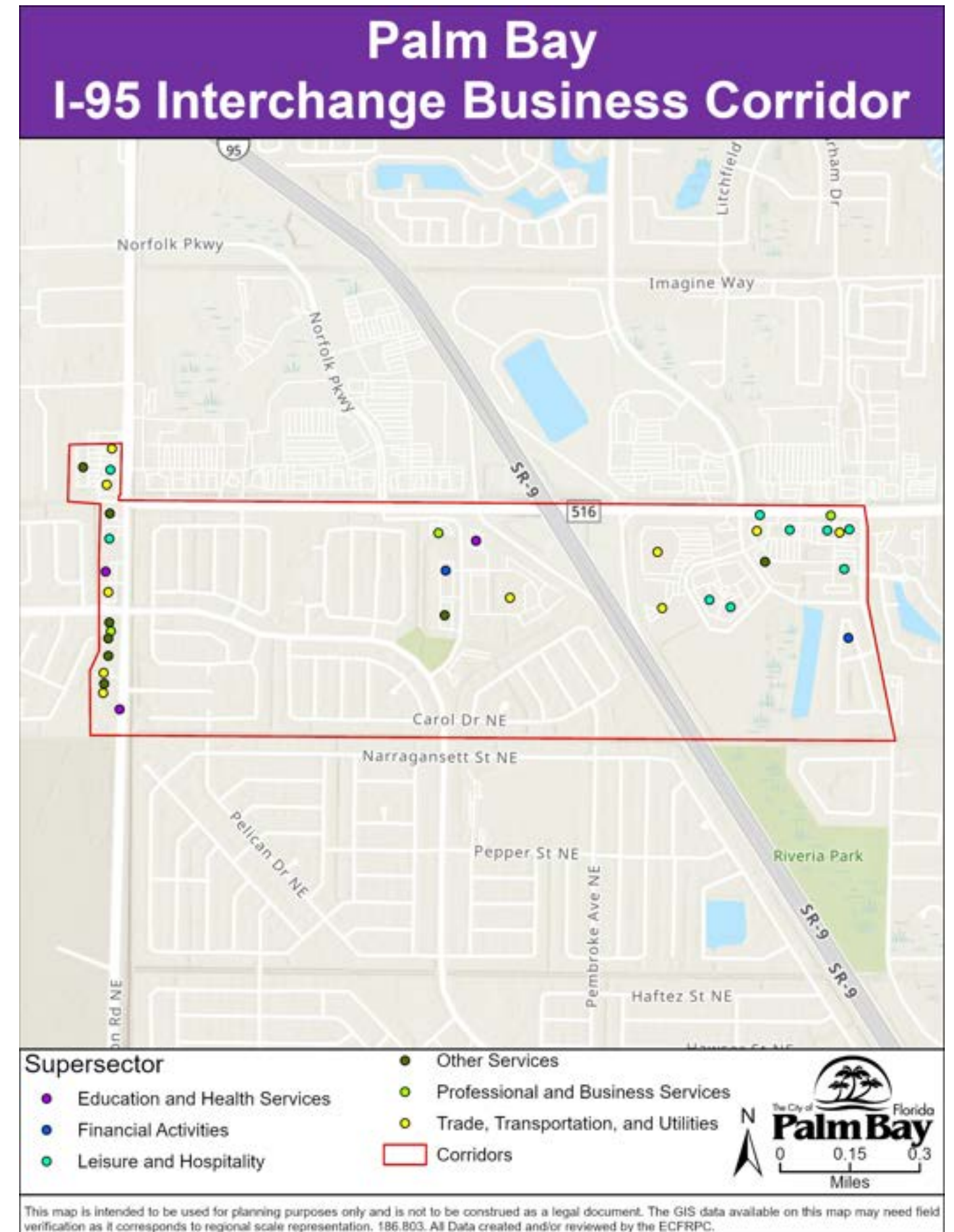
## PALM BAY ROAD I-95 INTERCHANGE BUSINESS CORRIDOR

### *Economic Vitality*

Over 800 people are employed in this corridor across 76 businesses. Like the Minton Corridor, retail and food services dominate the Palm Bay I-95 corridor. Bass Pro Shop is the corridor's largest employer with 206 workers, and Lockmar Elementary employing over 100 people. Two points of interest also include the Hyatt Place and Home2 Suites by Hilton, which are across from the Bass Pro Shop and Harley-Davidson motorcycle dealership. On average, most of the corridor's businesses have 11 employees.

Eighty-one percent of the corridor's businesses are local, while nine percent are traded. The ECFRPC estimates annual business sales within the corridor are \$162.6 million, with \$2.1 million in average sales per establishment. Private businesses invested almost \$24 million to improve this business corridor.

Economic Vitality Index			
# Businesses	76	Average Sales (Millions)	\$2.1
Business Age	11.4	Dominant Industry	Retail
# Employees	839	% Local	81%



# PROSPERITY

## PALM BAY ROAD BUSINESS CORRIDOR

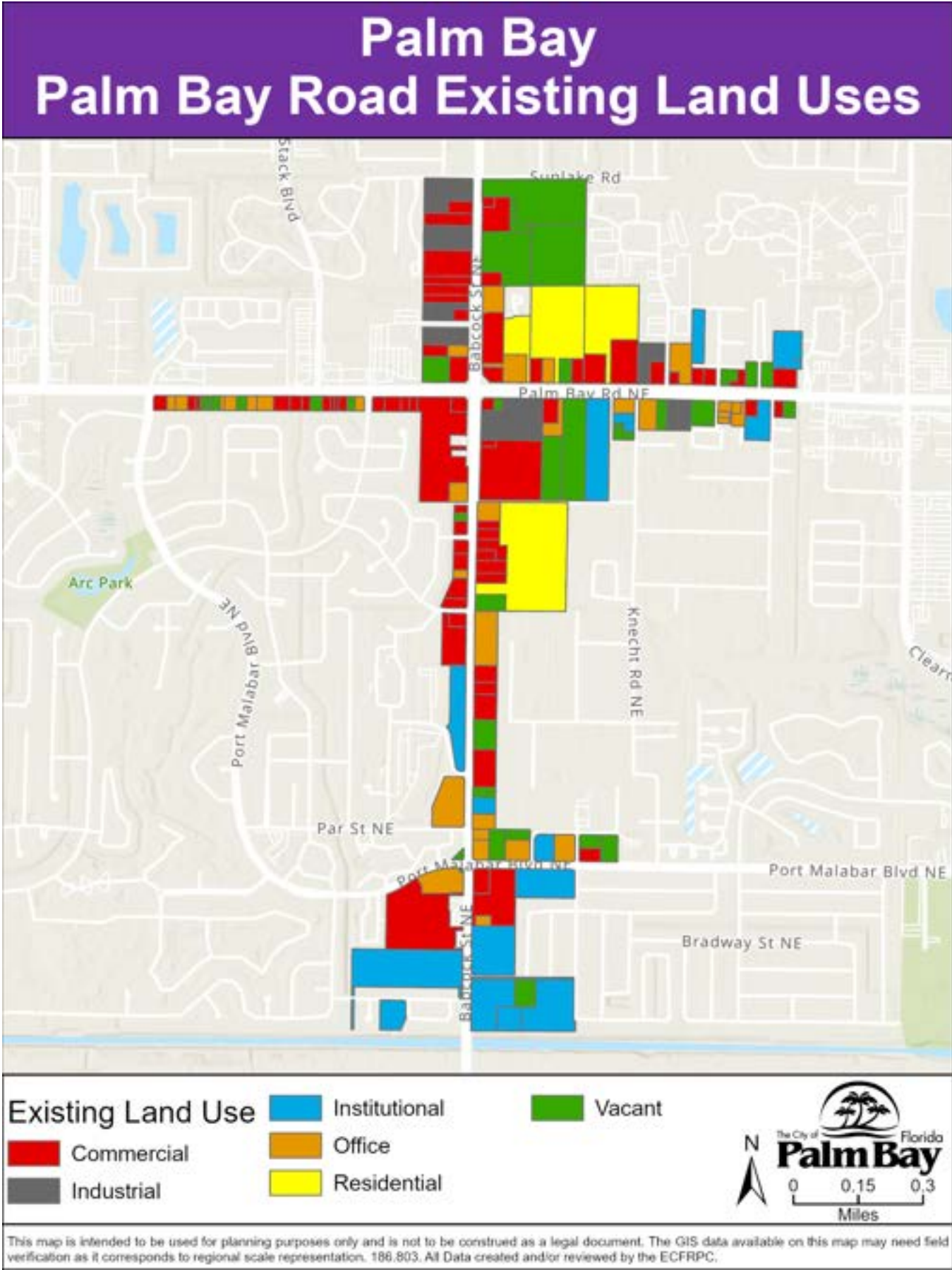
The second-largest corridor in terms of land size, the Palm Bay Road corridor includes two busy intersections: Palm Bay Road NE and Babcock Street NE on the North and Port Malabar Boulevard NE and Babcock Street in the southern part of the corridor.

### General Land Use Characteristics

The Pam Bay Road corridor contains over 395 acres split between 196 parcels. The average parcel size in this corridor is two acres. Just over 31 percent of the corridor’s land is being used for commercial uses. Close to 19 percent of the corridor’s land is vacant, and another 17 percent is used for other non-residential uses (industrial and office). At 10.6 percent, the Palm Bay Road corridor also has the highest percentage of office uses.

The total assessed value of the Palm Bay Road corridor is \$163.8 million. The average assessed value per parcel is \$835,900. The total taxable value of this corridor is \$138.6 million, which is the third-highest of any corridor within the City. Finally, the average taxable value per parcel is \$707,100.

Land Use Characteristics	Palm Bay Road
Total Area of Corridor (Acres)	395.9
Total Parcels	196
Average Parcel Size (Acres)	2
Vacant Parcels %	18.9%
Total Assessed Value (Millions)	\$163.8
Total Taxable Value (Millions)	\$138.6





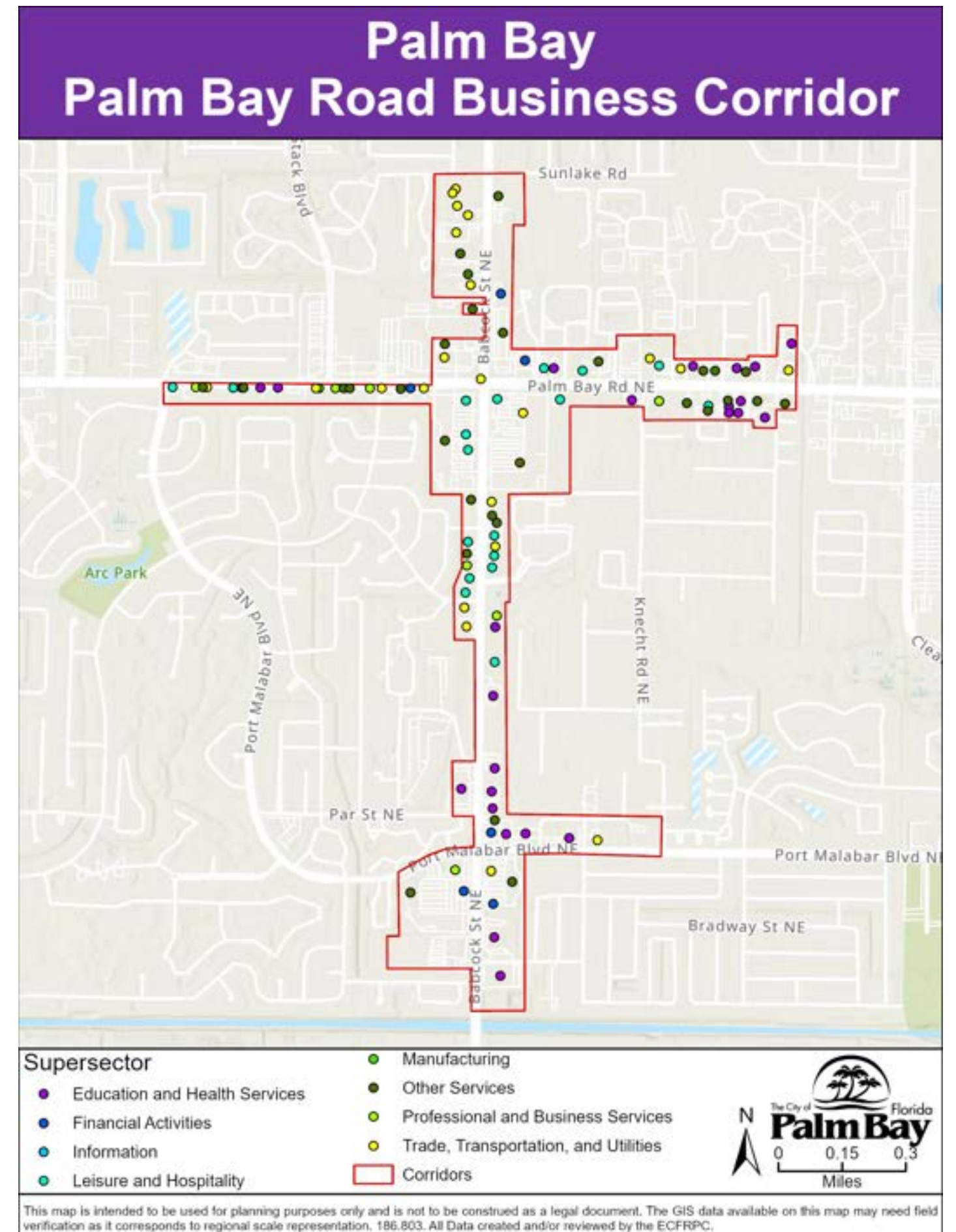
# PROSPERITY

## PALM BAY ROAD BUSINESS CORRIDOR

Palm Bay Road is another corridor where retail and food services are the dominant industries. As it is in the center of the City, many of these businesses, which are adjacent within the intersection of Palm Bay Road and Babcock Street, are agglomerated to serve surrounding subdivisions. These include the Publix (201 employees) and Winn-Dixie (126 employees) supermarkets, two of the corridor's largest employers. The Palms Rehabilitation and Health Care Center employs another 126 people. The Palm Bay corridor is home to 247 businesses and 2,228 employees. This makes Palm Bay Road the City's second-largest business corridor, with an average business size of nine employees.

Data Axle/Infogroup's information shows that the average business age for the corridor's businesses is two years. About 70 percent of businesses are local, and 20 percent belong to traded industries. Based on ECFRPC estimates, the annual business sales within this corridor are close to \$329 million, with \$1.3 million in average sales per establishment. Finally, the corridor received just over \$25.3 million of new investment within the last five years.

Economic Vitality Index			
# Businesses	247	Average Sales (Millions)	\$1.3
Business Age	2.2	Dominant Industry	Retail
# Employees	2,361	% Local	70%



# PROSPERITY

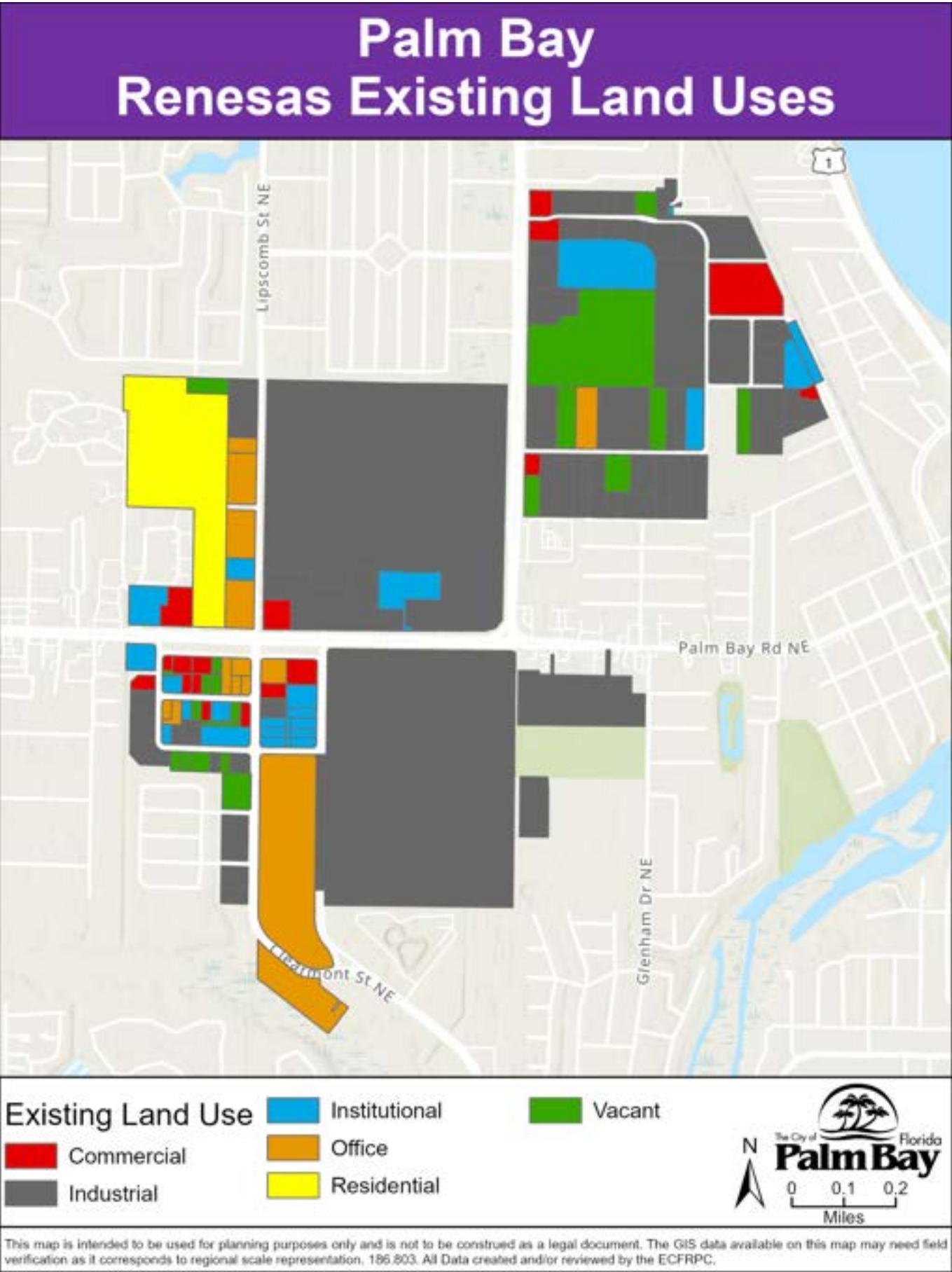
## RENESAS BUSINESS CORRIDOR

The Renesas corridor is based on Renesas Electronics America, a large business in the area. The corridor is sandwiched between the Palm Bay Road Corridor (West) and Bayfront Corridor (East). Several major roads connect through this corridor, including Palm Bay Road NE, Robert J. Conlan Boulevard NE, and Clearmont Street NE.

### General Land Use Characteristics

The Renesas corridor comprises 122 parcels spread over almost 600 acres. The average parcel size of this corridor is 4.9 acres, which is the highest of any of the City’s business corridors. Over sixty-five percent of the land within this corridor is used for industrial uses, and this is the highest percentage of industrial acreage within the City of Palm Bay. Another 14 percent of this corridor’s land is used for commercial and office uses, the lowest proportion of commercial uses within any corridor. About 7.8 percent of the corridor’s land is considered vacant. The total assessed value of the Renesas corridor is \$186.2 million, with an average assessed value of \$1. 5 million per parcel. The average assessed value is also higher than any other corridor. The total taxable value of the Renesas corridor is \$178.8 million, and the average taxable value per parcel of \$1.46 million, which is also higher than any other corridors.

Land Use Characteristics	Renesas
Total Area of Corridor (Acres)	591.9
Total Parcels	122
Average Parcel Size (Acres)	4.9
Vacant Parcels %	7.8%
Total Assessed Value (Millions)	\$186.2
Total Taxable Value (Millions)	\$178.8





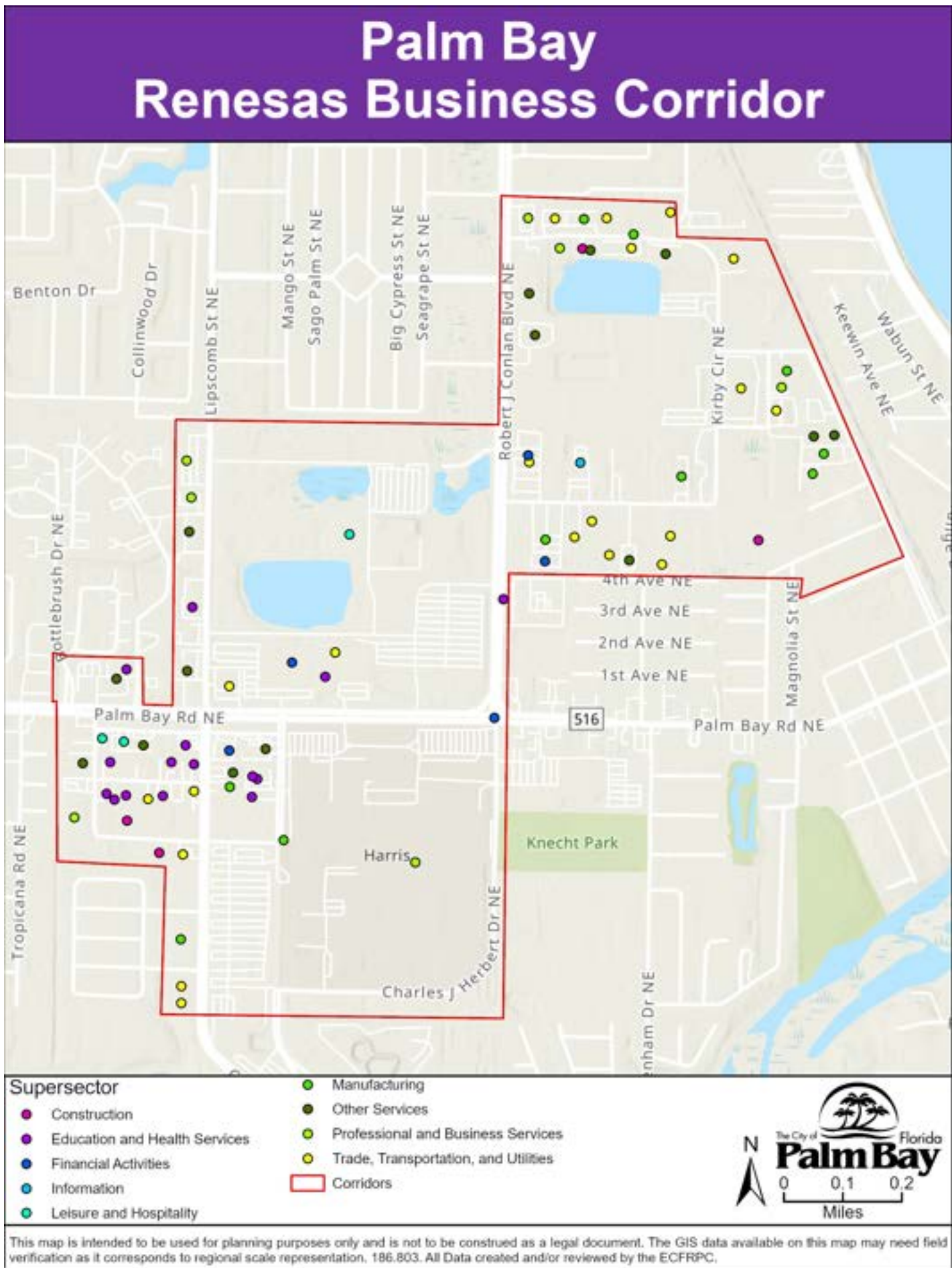
# PROSPERITY

## RENESAS BUSINESS CORRIDOR

### Economic Vitality

Home to 165 businesses, Renesas is the third-largest business corridor within the City of Palm Bay. Nonetheless, it has the highest number of employees. Most of the corridor's 8,000 employees work for extensive high-technology and manufacturing companies. The Renesas corridor is home to L3HARRIS Technologies, which employs nearly 80 percent of the corridor's workforce in two sites. The company's Integrated Mission Systems and Space and Airborne Systems divisions are headquartered here. There are other large manufacturing companies located within this area, including Renesas Electronics (351 employees), Filter Research Corporation (70 employees), and Art-Kraft Sign Company (25 employees), among others.

Because of the presence of large employers, the average business size in Renesas is 49 employees. This is more than triple the size of the other business corridors. However, most of the corridor's businesses are local and only two percent of these establishments can be considered traded. Not surprisingly, the Renesas corridor has the highest number of estimated sales of all eight corridors. The almost \$1.5 billion generated by these businesses represent 54 percent of the sales for all of the City's business corridors. The average business sales for this corridor are almost \$9 million. It also received the largest amount of private investment of all corridors. At \$67.2 million, this is more than double the investment received by the second-largest corridor.



Economic Vitality Index			
# Businesses	165	Average Sales (Millions)	\$8.9
Business Age	10.7	Dominant Industry	Manufacturing
# Employees	8,023	% Local	59%

# SWOTT ANALYSIS

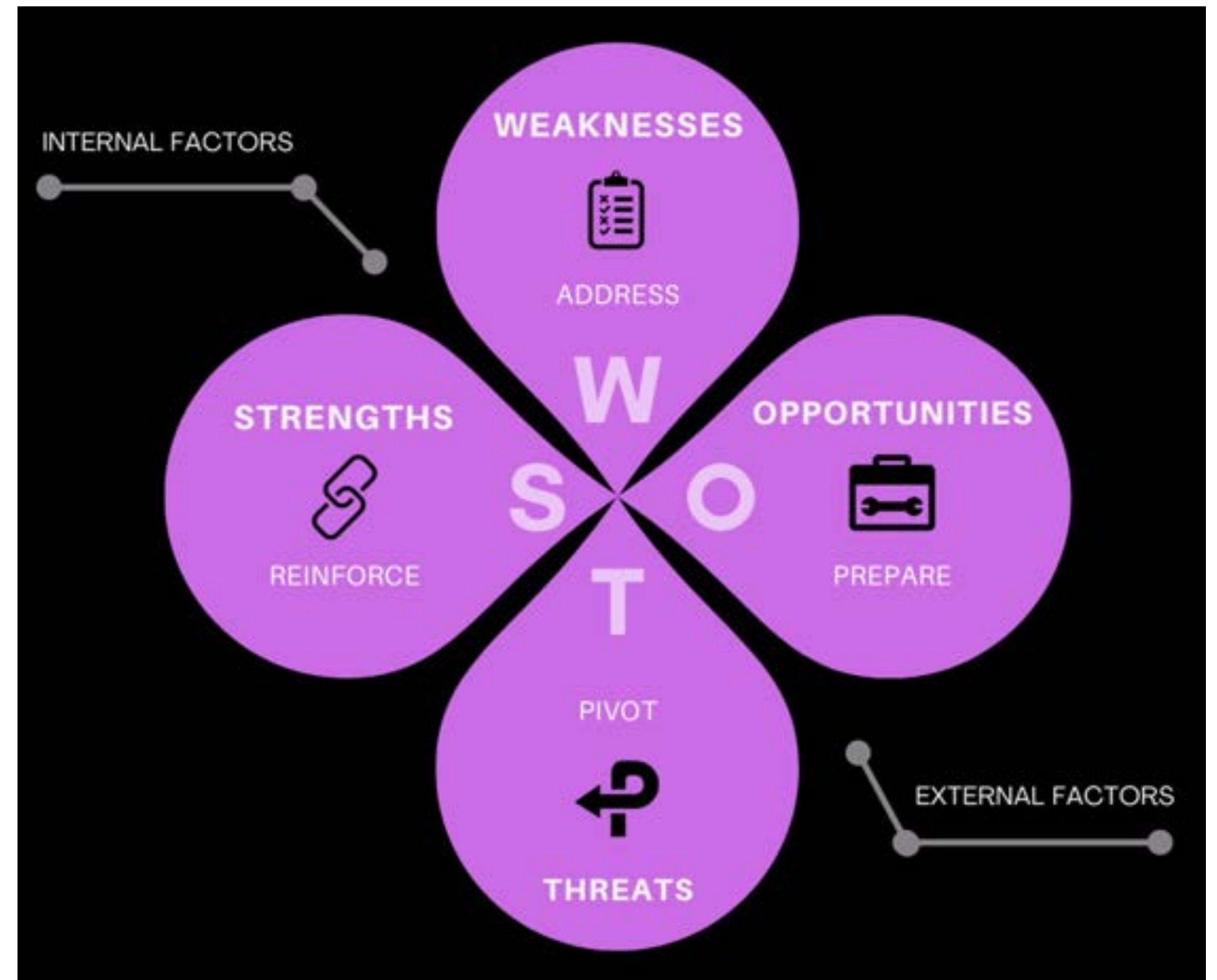


## SWOTT ANALYSIS

This section of the report aims to highlight and expand on some of the most significant findings of the Existing Conditions Analysis. SWOTT is an acronym that stands for a process used to identify the community's strengths, weaknesses, opportunities, threats, and any trends influencing Palm Bay's economic performance. The City's strengths and weaknesses are based on internal factors that can be principally addressed at the local level. Some examples of these internal factors include the available workforce, land use distribution, and allocation of budget and resources. On the other hand, the opportunities and threats are driven by external forces that the community cannot control. These include the national business cycle, corporate restructuring decisions, and economic globalization. Finally, to help the City of Palm Bay better adapt to these external factors, this analysis also identifies several trends that could impact the City's economic competitiveness in the future.

The ECFRPC used the results of the SWOTT analysis to develop the final set of economic strategies for the City's economic development plan. To improve the City's economic development prospects, Palm Bay officials should focus their efforts on activities that REINFORCE the City's current strengths and ADDRESS the weaknesses affecting its competitiveness. At the same time, Palm Bay needs to PREPARE for any opportunities that might become available because of national trends and develop activities to help the City PIVOT from any threats.

Like the Existing Conditions Analysis, the SWOTT Analysis and Strategic Plan are organized using the ECFRPC's economic resiliency framework: People-Places-Prosperity. This approach seeks to help communities holistically tackle economic issues. This is contrary to the current approach, where economic development activities are often siloed among different local and regional agencies. While the City of Palm Bay is not expected to lead all activities, City officials should still be proactively involved in all of these economic development efforts.



# PEOPLE

## STRENGTHS

### *Young Population*

Overall, the City of Palm Bay has a relatively young population, especially compared to Brevard County and other nearby communities. This is a strength for the City, as young adults are more likely to participate in the labor force and are more adept with new technologies than older adults. Palm Bay has a higher share of residents that fall within the under 19 and 20 to 64 age cohorts than Brevard County. According to the US Census Bureau, the Palm Bay's young population is expected to grow 12.4 percent between 2020 and 2025. This is faster than the growth of the overall population and illustrates a trend that Palm Bay will remain a younger community in the near future relative to Brevard County. To take advantage of this growing working-age population dividend, the City of Palm Bay needs to focus on ensuring that training and job opportunities are readily available within the community.

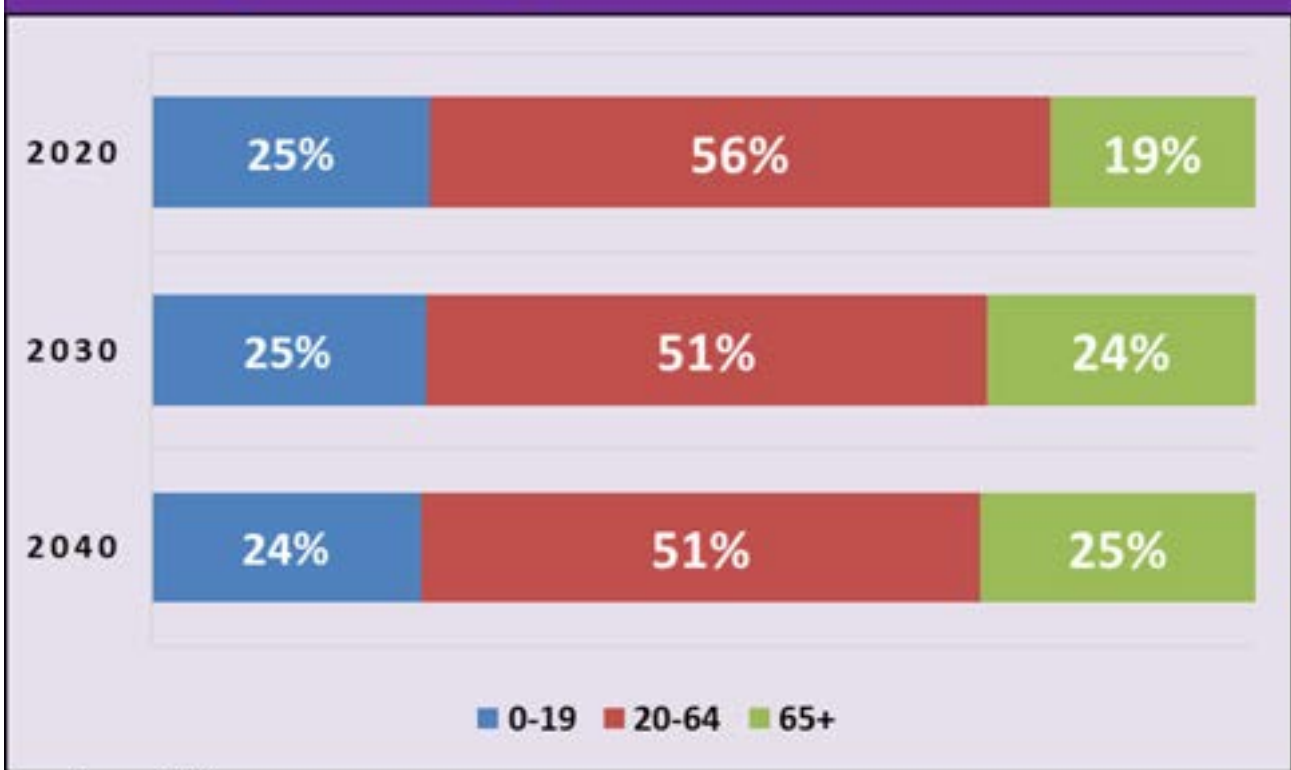
### *High Labor Force Participation*

The City's young and diverse population helps explain why Palm Bay has a higher labor force participation rate than the county. At 57 percent, this rate is close to four percentage points higher than Brevard County. Labor force participation is a crucial component of economic growth. Most working people pay taxes, have larger disposable incomes, and are less dependent on social assistance programs and government transfer payments. Palm Bay's high labor force participation rate can be attributed to the relatively young population compared to Brevard County.

## Palm Bay's People Strengths



## Projected Age Cohorts 2020-2040



Source: BEBR



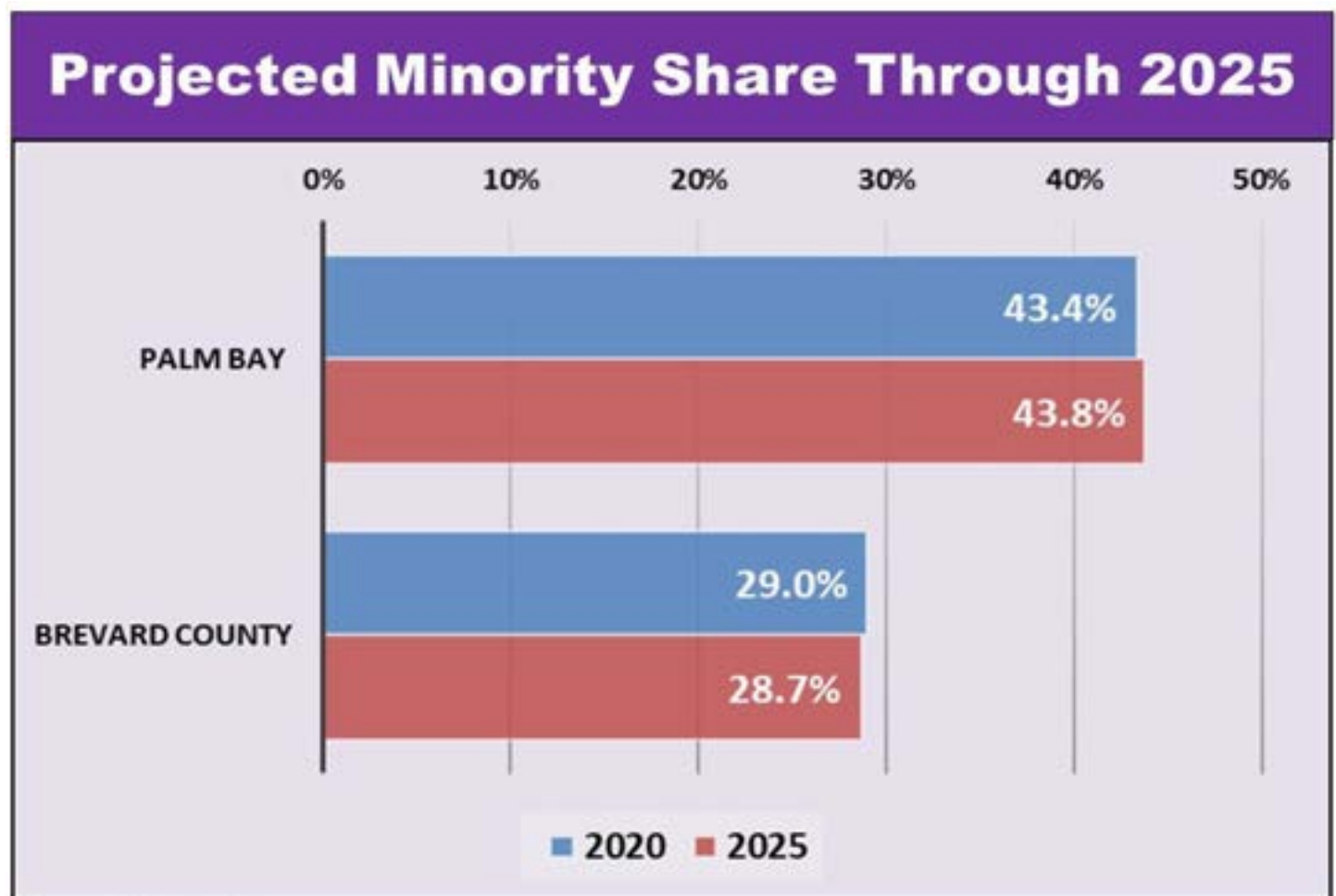
# PEOPLE

## STRENGTHS

### *Population Diversity*

Racial and ethnic diversity is another demographic strength of Palm Bay's population. Different groups bring various skills and experiences that could be positively harnessed to increase economic activity within the community. Currently, minority groups represent 43 percent of the City's population, 14 percentage points higher than Brevard County (29 percent). This trend is expected to continue in the near future. This trend suggests that the City of Palm Bay has opportunities for people of all backgrounds. Since racial and ethnic minorities have a lower median age than Non-Hispanic Whites, Palm Bay's population should remain younger than the county average.

The COVID-19 pandemic has had broad, ongoing, and wide-ranging effects across communities and their economies. The recession and lockdowns have disproportionately impacted minority communities and firms. However, Palm Bay's high racial and ethnic diversity can provide an economic advantage in economic recovery from the COVID-19 pandemic. This is especially true when considering the creation of microbusinesses and other small firms. Since the pandemic, there has been a surge in online business creation, especially in groups most impacted by pandemic layoffs (Brookings). For example, Black business owners comprise 26 percent of all new small businesses, compared to 15 percent before the onset of the pandemic (Brookings). This illustrates the potential benefits of a diverse population in a community, including various skill sets shaped through individual experiences.



Source: US Census Bureau



Source: thenationalcouncil.org

# PEOPLE

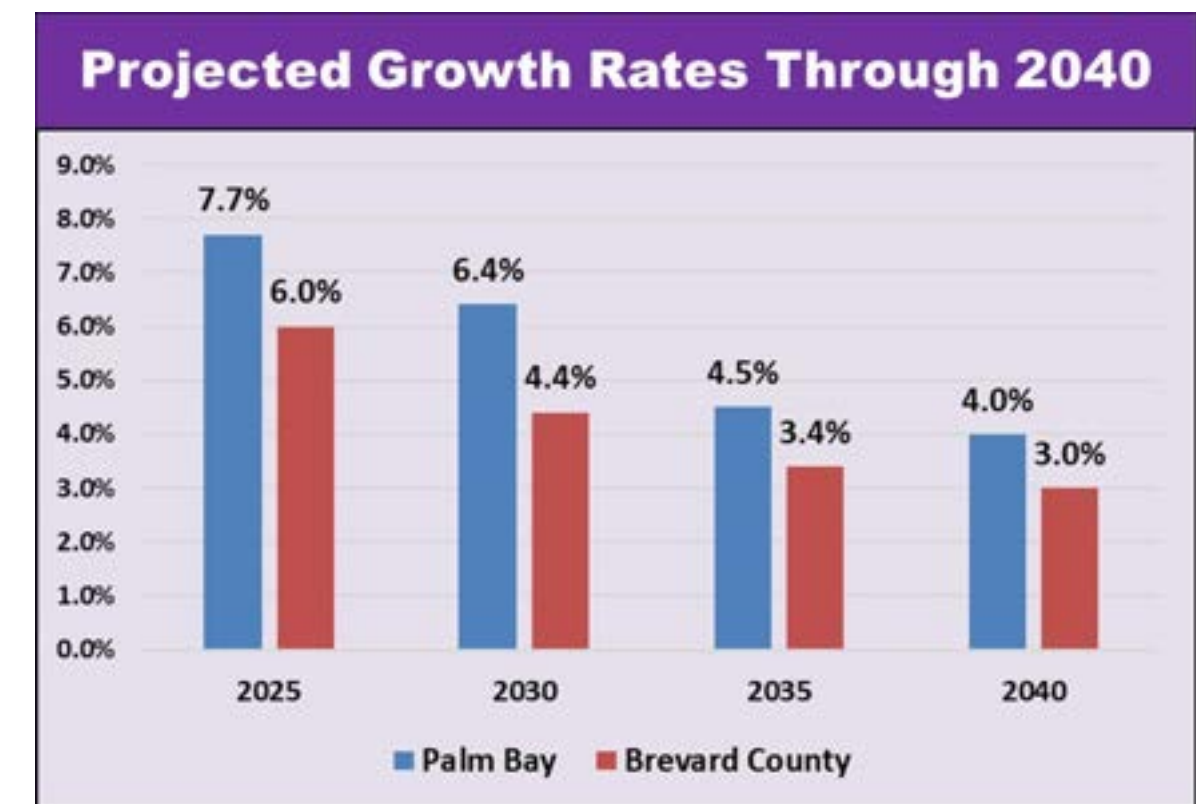
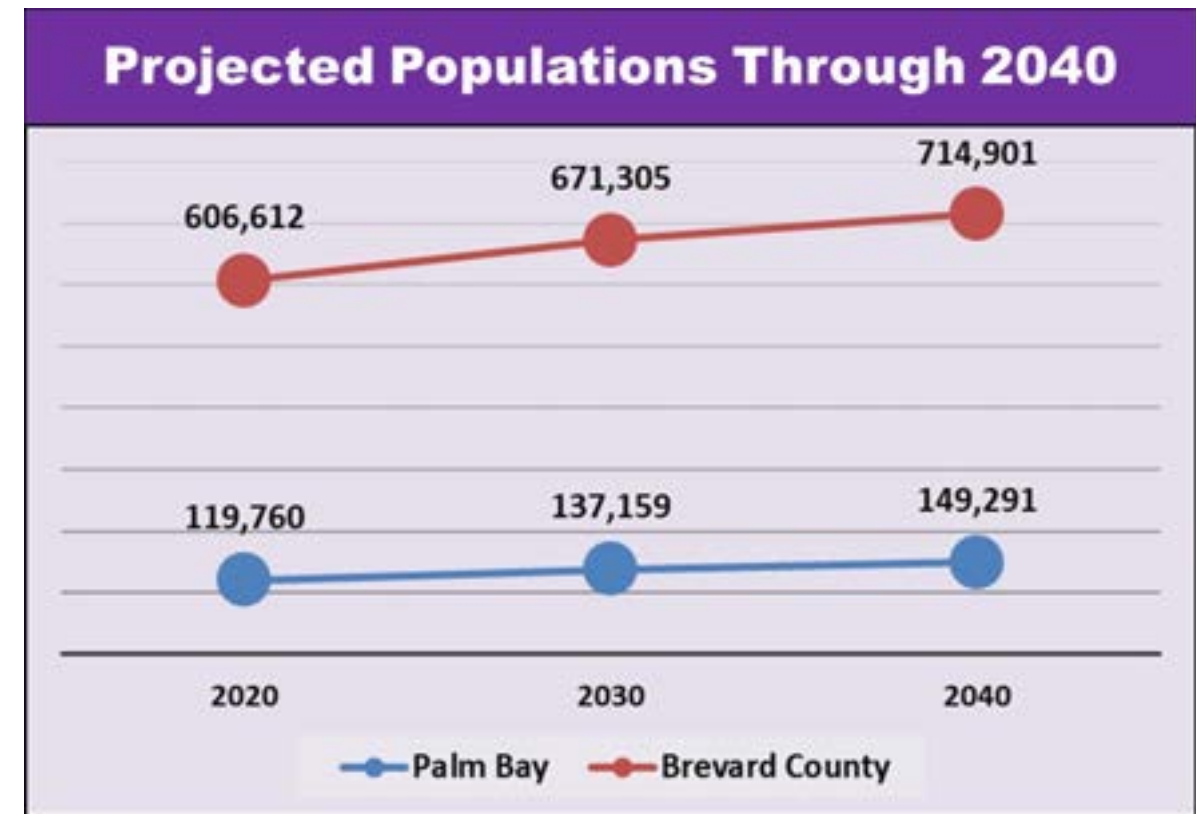
## POPULATION TRENDS

While the current population is already an asset to the City of Palm Bay, demographic trends can provide insight into expected population changes in the near future. By 2030, the City of Palm Bay is expected to have 137,159 residents, an increase of 17,399 residents. The City's continued population growth points to an increasing need for goods and services in the near future. Housing, retail, construction, and transportation are all segments of the local economy that could benefit from a growing population.

While both Palm Bay and Brevard County show continued population growth through the next 20 years, there are some notable differences in the growth patterns for these two jurisdictions. First, Palm Bay will continue to grow at a faster rate compared to Brevard County. However, the growth rate in both places will gradually decline, which is consistent with the gradual aging and slower growth expected for the nation as a whole.

In addition, future population growth in Palm Bay will contribute to racial and ethnic diversification. Between 2020 and 2025, the minority share of the population is expected to grow by .5 percent. On the other hand, the minority share for Brevard County is expected to decrease slightly by 2025 despite a growing population. These trends suggest that Palm Bay will likely continue to be a center of racial and ethnic diversity in Brevard County.

Lastly, trends indicate that Palm Bay will gradually age through 2040. While the age cohort of 65+ is expected to grow and the working-age population is set to decline by about 5 percent, the proportion of children will remain relatively constant through 2040. This will help maintain Palm Bay's young population compared to surrounding communities.





# PEOPLE

## WEAKNESSES

### *Educational Attainment*

One significant weakness of Palm Bay's population is the level of educational attainment compared to Brevard County and Florida. Despite Brevard County having a 90.6 percent high school graduation rate for the 2020-21 cohort year, Palm Bay itself has lower levels of higher education achievement (FLDOE, 2022). Particularly, the percentage of residents in Palm Bay with a graduate degree or higher is 6.2 percent, lower than Brevard County and Florida at over 11 percent and 10 percent, respectively. Educational attainment for young people in a community influences the income potential for this portion of the emerging workforce.

Nationally, about 40 percent of 18 to 24-year-olds are currently not enrolled in school and do not have a college degree (Brookings Institute). As an increased proportion of well-paying jobs that support a middle-class lifestyle require college degrees for consideration, this significant group of young people may find themselves locked out of desirable employment opportunities moving into adulthood. In addition, over 80 percent of 23-24-year-olds nationally with a Bachelor's degree have a job, compared to just over 60 percent for those with a high school diploma or less (Brookings Institute). While the City of Palm Bay does have a significantly younger population compared to Brevard County which bodes well for the future workforce size, the gap in educational attainment locally could limit the upward mobility of Palm Bay's youth and prevent them from participating in higher-paying industries already present in the region.

### Palm Bay's People Weaknesses

Educational  
Attainment

Household  
Income

Aging of  
Population



Source: Google Images

# PEOPLE

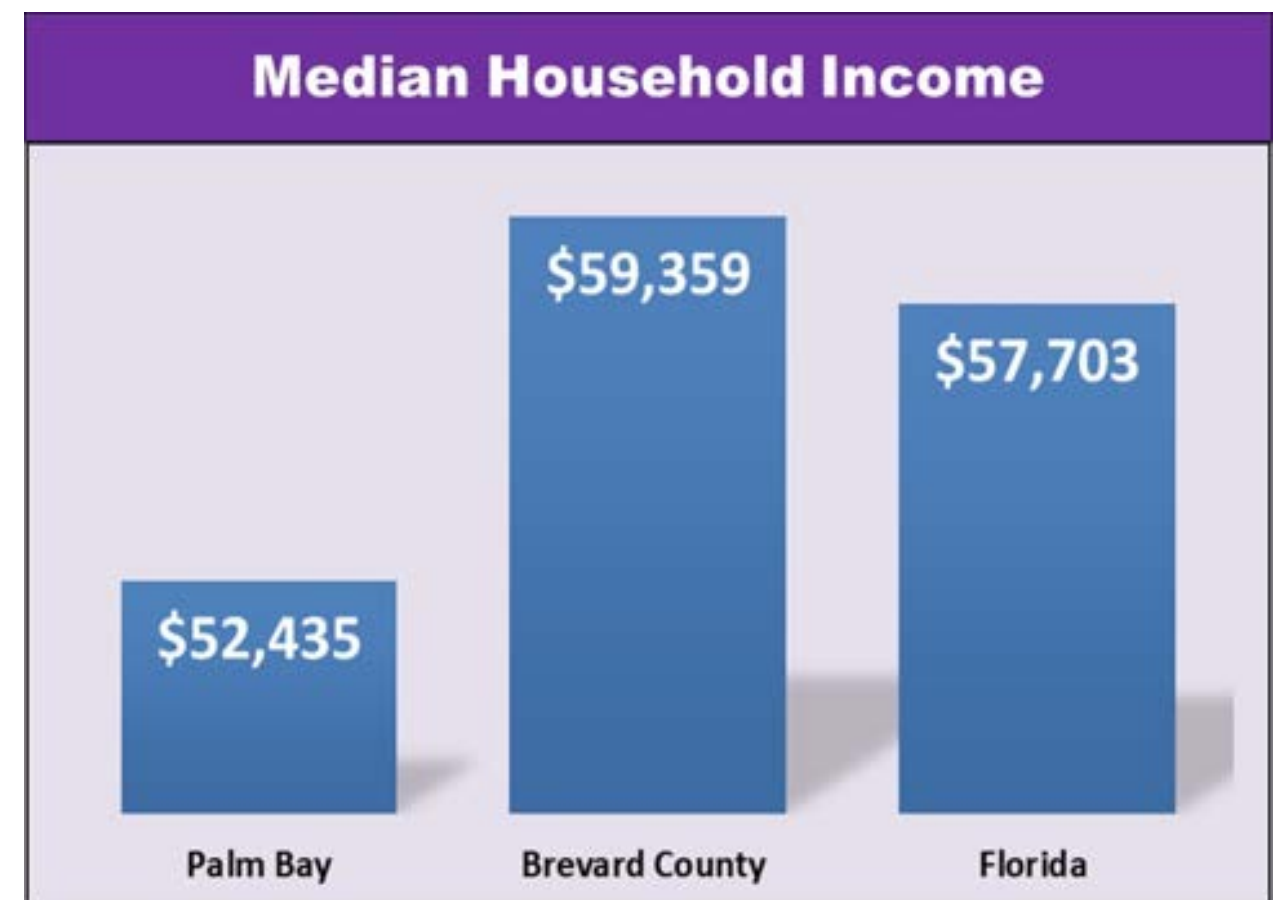
The percentage of Palm Bay residents with no high school diploma is slightly under 8 percent, which is higher than Brevard County but lower than the State. Palm Bay also holds the highest percentage of residents with a high school diploma or some college with no degree. College degrees have become the educational standard for many high-paying, high-tech industries that have made Brevard County their home. However, the educational attainment of the City also presents an opportunity. Almost 26 percent of Palm Bay residents aged 25 or older have some college but no degree. This probably includes many residents with professional certifications. With the support of local government and institutions, there is great potential for the continuing education of Palm Bay's residents. This could be a boom for local community colleges as well as residents that can seek higher-paying employment opportunities already found in Palm Bay and Brevard County.

## *Median Household Income*

Another significant weakness of the People Pillar in Palm Bay is the city's relatively low median household income when compared to surrounding communities. According to the 2016-2020 American Community Survey, the median household income in Palm Bay is just over \$52,400. This figure is significantly lower than the Florida median of \$57,700 and even lower than the Brevard County median of over \$59,300. These low values present challenges regarding the site selection and location of much-needed retail establishments and other services to serve Palm Bay's large population. In addition, lower median household incomes reduce the ability to afford needs, including shelter and education, which are essential in promoting future economic development.



Source: <https://aast.edu/>



Source: ACS



# PEOPLE

## OPPORTUNITIES

### *Large Share of Some College*

While Palm Bay's population is less likely to have completed a college degree compared to Brevard County and Florida, the City does have a higher proportion of residents who have completed some college without receiving a degree. Here, there is a significant opportunity to encourage and support Palm Bay residents to continue post-secondary education to receive the degrees needed for the high-wage and high-tech occupations already in Palm Bay and surrounding communities. Expanded degree options and vocational programs at local educational institutions, including the Eastern Florida State College Palm Bay and the DirectConnect to the University of Central Florida, could be an essential catalyst for the career and economic development of Palm Bay's population without having to travel to other municipalities to receive these essential services.

The large share of people ages 25+ in Palm Bay with a high school diploma presents a similar opportunity. While college degrees are desirable in high-tech occupations and industries, other occupations that provide high wages are in industries known as "trades." For example, HVAC technicians are in high demand throughout the state and only require vocational training. Increased access to Palm Bay and nearby programs can give the tools and qualifications needed for higher-paying occupations.

## Palm Bay's People Opportunities

Large Share  
of Some  
College

Large Share  
of High  
School  
Graduates



Source: Florida Today

# PEOPLE

Workforce development may be one of Palm Bay’s most effective tools for promoting economic development. The Brookings Institute has identified several strategies to increase economic opportunities for young people, which could provide significant benefits to the overall young population in Palm Bay who have significant potential but lack college degrees that high-paying jobs require. The include increasing access to postsecondary schooling, promoting alternatives to bachelor’s degrees to access well-paying jobs, and encouraging local businesses to hire based on skills rather than strictly on degrees. These strategies require extensive collaboration between City officials, businesses, and community groups.

The ECFRPC identified several middle-wage occupations with the high growth rate in the City of Pam Bay. These are Respiratory Therapists, Industrial Machinery Mechanics, Food Service Managers, and Diagnostic Medical Sonographers. Strategies for improving access to higher-paying jobs in Palm Bay should consider these middle-wage occupations for targeted workforce development. All the listed occupations typically require an Associate’s degree at most for entry-level positions. The large share of Palm Bay’s population with some college and no degree could directly benefit from resources that help transition people to these higher-paying occupations by utilizing already completed schooling or encouraging additional training needed to close the gap between existing educational attainment and qualifications for these occupations.

Occupation	Employment	Average Annual Wages	Forecast Annual Growth	Typical Entry-Level Education
Respiratory Therapists	287	\$59,600	2.8%	Associate's Degree
Industrial Machinery Mechanics	491	\$52,100	2.6%	High School Diploma or Equivalent
Food Service Managers	612	\$55,900	2.5%	High School Diploma or Equivalent
Diagnostic Medical Sonographers	177	\$70,300	2.4%	Associate's Degree

Source: JobsEQ





# PEOPLE

## THREATS

According to 1-Year projections of occupational growth by Jobs EQ, a significant threat Palm Bay faces is the high growth rate for lower-paying occupational groups. The occupation grouping with the highest expected growth rate is Food Preparation and Serving Related (2.6 percent). This is followed by Personal Care and Service, Healthcare Support, Educational Instruction and Library, and Healthcare Practitioners and Technical. Except for the last one, all these high-growth occupational groups have mean annual wages significantly below the Palm Bay’s median household income. Service-related industries also have a significant presence in the fastest-growing occupations, which can be seen in the two fastest-growing occupational groups.

While the expectation of employment growth provides essential opportunities to the local population and facilitates the increasing population of Palm Bay, the growth of primarily lower-wage occupations is a threat to Palm Bay. With a median household income already below Brevard County and Florida, the high projected occupational growth rates for lower-wage groups do not help foster economic development and increase household incomes.



Highest Projected 1-Year Occupation Growth			
Occupation	Employment (Q1 2022)	Mean Annual Wages	Projected Annual % Growth
Food Preparation and Serving Related	2,345	\$28,000	2.6%
Personal Care and Service	536	\$32,400	2.3%
Healthcare Support	582	\$31,600	2.0%
Educational Instruction and Library	1,449	\$47,300	1.9%
Healthcare Practitioners and Technical	983	\$88,200	1.7%

Source: JobsEQ

# PEOPLE

## THREATS

### High Cross-Jurisdictional Commuting

Another People-related threat Palm Bay faces is the City’s commuting patterns. Being the largest municipality in Brevard County, the large population of Palm Bay should also support a solid employment base. However, commuting patterns suggest that many of Palm Bay’s residents must commute outside the municipality for employment. Roughly 25 percent of Palm Bay residents work within the boundary of the City. On the other hand, more than 33 percent of Palm Bay residents commute to Melbourne for work alone. This illustrates a lack of access to employment opportunities for most Palm Bay residents within their City. As discussed in the Existing Conditions Analysis, less than 40 percent of the City’s workers live in Palm Bay (JobsEQ). Hence, the majority of jobs in Palm Bay are occupied by employees living outside the jurisdictional boundary.

As the median household income and educational attainment in Palm Bay are relatively low compared to Brevard County, it can be assumed that many of the high-wage occupations located in the City of Palm Bay, such as those provided by Renesas and L3Harris, are occupied by people who commute from nearby jurisdictions. Without targeted strategies, most of the City’s high-wage jobs will likely continue to be taken by workers living outside the City.

### High Prevalence of Low-Wage Occupations

While Palm Bay supports high-paying jobs in the aerospace and telecommunications industries, a large share of available employment in the City is low-wage work. This can be illustrated through the occupational groups with the most significant employment numbers in Palm Bay. These occupations are Office and Administrative Support, Sales and Related, Food Preparation and Serving Related, Production, and Transportation and Material Moving. These occupational groups have mean annual wages below or significantly below the median household income in Palm Bay. While sales and food preparation occupations provide many jobs in many communities, the top five occupations in Palm Bay comprise over 44 percent of all employment in the City (JobsEQ). While the low average wages for these occupations present an issue on its own, such a high concentration of employment in just a few occupations can make the City’s economy more susceptible to short-term and long-term economic shocks.

Top Five Occupational Groups by Employment		
Occupation	Employment	Mean Annual Wages
Office and Administrative Support	3,159	\$39,200
Sales and Related	2,768	\$41,700
Food Preparation and Serving Related	2,345	\$28,000
Production	2,045	\$39,800
Transportation and Material Moving	2,002	\$36,700

Source: JobsEQ



# PLACES

## STRENGTHS

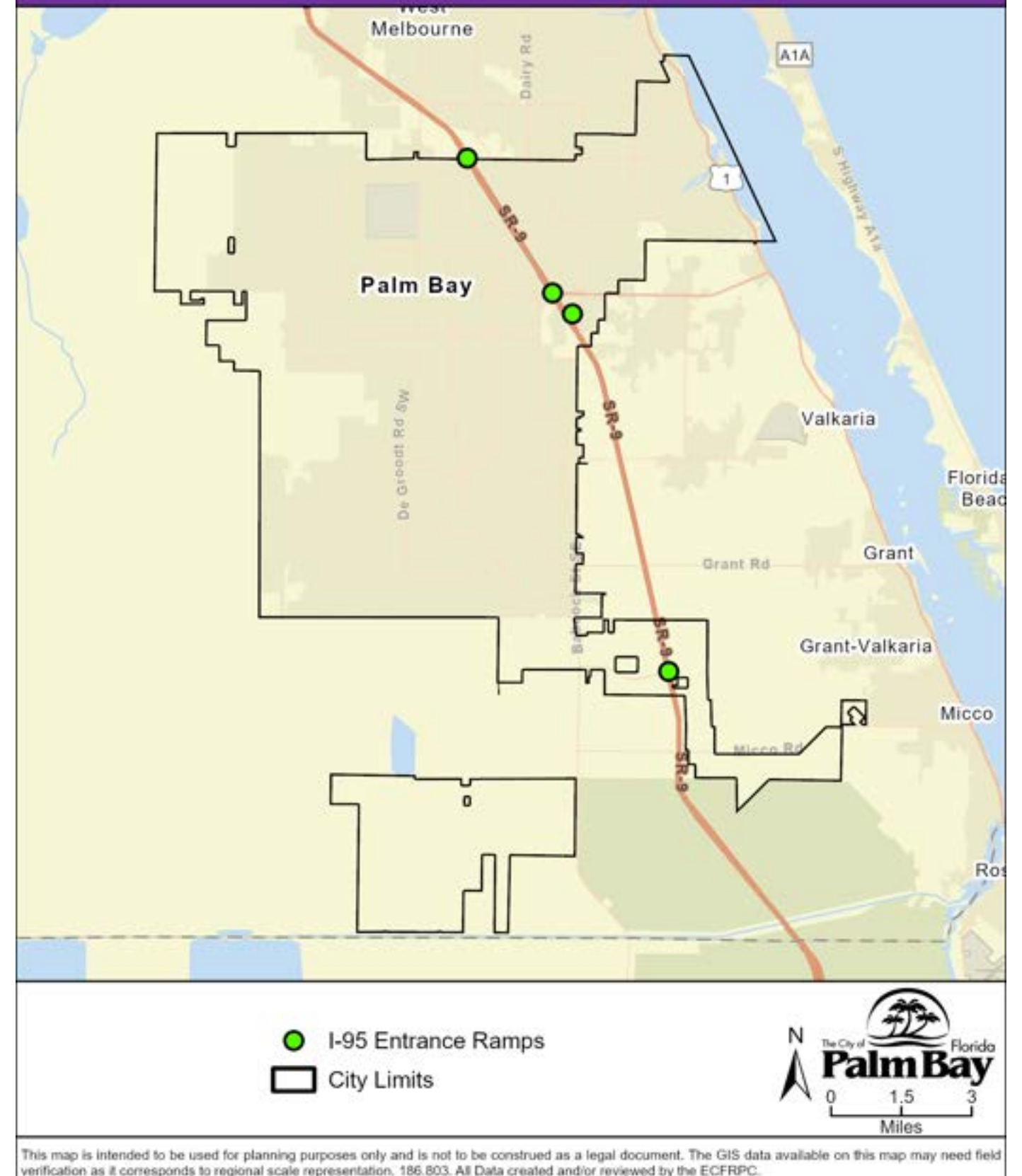
### I-95 Access

Interstate 95 (I-95) is the main thoroughfare connecting the northern and southern parts of the country on the east coast. Palm Bay is home to three I-95 ramps, and there is another one approximately 3.5 miles north of City limits. Highway access is one of the top criteria for site selectors, especially those searching for industrial and office space. There are also many major shipping centers within three hours of the City's interchanges, including nine within three hours of Palm Bay with direct highway access on both ends. Palm Bay is also within three hours of many international airports, including Miami International Airport, ranked as the tenth busiest in the world for freight. Palm Bay also has direct access to Melbourne-Orlando International Airport, an important hub for aviation and aerospace businesses, and is only 12 minutes from City limits. When it comes to office space, commercial and industrial, access to I-95 is beneficial for the success of small and large businesses. Highway access is also beneficial for commuters, and most commuting traffic occurs in congested areas on local roads that don't handle the traffic volume.

### Palm Bay's Places Strengths

I-95 Access

## Palm Bay I-95 Entrance Ramps



# PLACES

## WEAKNESSES

### *Lack of Sense of Place*

One of Palm Bay's main weaknesses is the lack of sense of place. This is defined as "a unique collection of qualities and characteristics – visual, cultural, social, and environmental – that provide meaning to a location" (Clara.com). Sense of place differentiates areas and makes people care about their physical surroundings. Moreover, in economic terms, people are more prone to visit and spend their disposable income in areas with unique character. All across Florida, jurisdictions without a town center are spending millions of dollars to recreate old downtown areas to encourage economic growth.

On the other hand, many communities across the nation are making much smaller interventions to create these valued spaces. Referred to as Placemaking, this is a hands-on approach to inspire people to collectively reimagine and reinvent public spaces as the heart of the community. To strengthen the connection between people and the places they share, placemaking refers to a collaborative process by which the public realm can be shaped to maximize shared value. One of the techniques used is tactical urbanism. This intervention includes low-cost and temporary changes within the built environment. This encourages different and unique experiences, such as pop-up spaces for local businesses and food vendors. Such a strategy could help enliven some of the City's commercial corridors. Moreover, these business corridors can be improved by adding wayfinding signs and developing third spaces such as farmer's markets.

## Palm Bay's Places Weaknesses

Lack of Sense  
of Place

Roadway  
Infrastructure

### What Makes a Great Place?

Project  
for Public  
Spaces





# PLACES

## WEAKNESSES

### Roadway Infrastructure

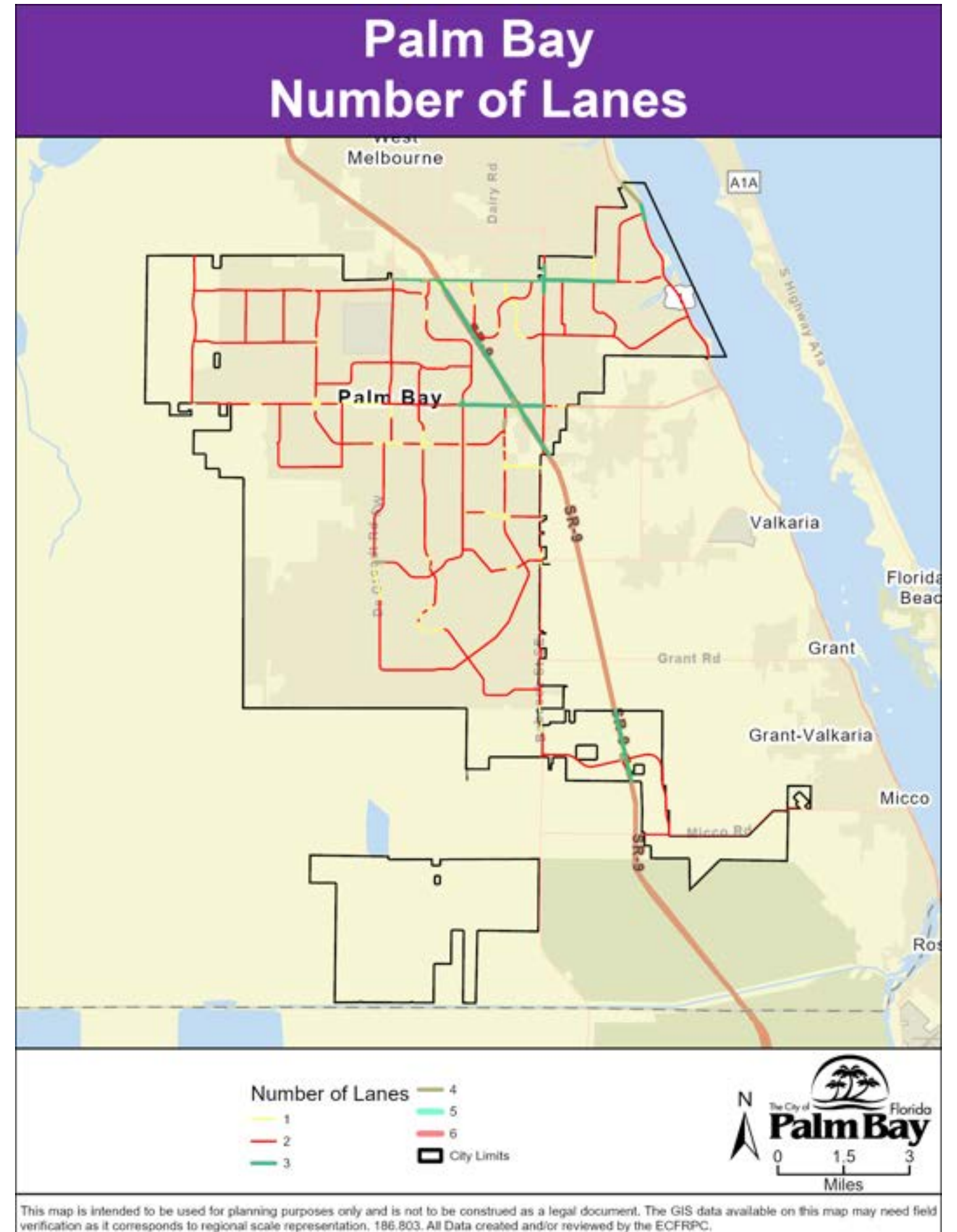
As stated previously, one Palm Bay's strengths is access to I-95. However, one of the weaknesses within the City is the roadway infrastructure. Looking at the roadways within the City, a majority of them are two-lane roads. Looking at the roadmap of the City broken down by lane count, the City's roads primarily have a low lane count. With the potential increase in business and the creation of new City centers, this additional strain may cause increased traffic and wear on the current infrastructure.

When large industries come into new areas, one of the crucial things assessed is the current roadway infrastructure. With assessing the lane count and current areas where new business corridors could grow, the improvement of roadway infrastructure for set growth to occur, and improve on the viability and competitiveness for pulling larger businesses in that may need the infrastructure for incoming and outgoing trucking.



Image of a paving project in Unit 42 and Garvey Road.

Source: City of Palm Bay Public Works website



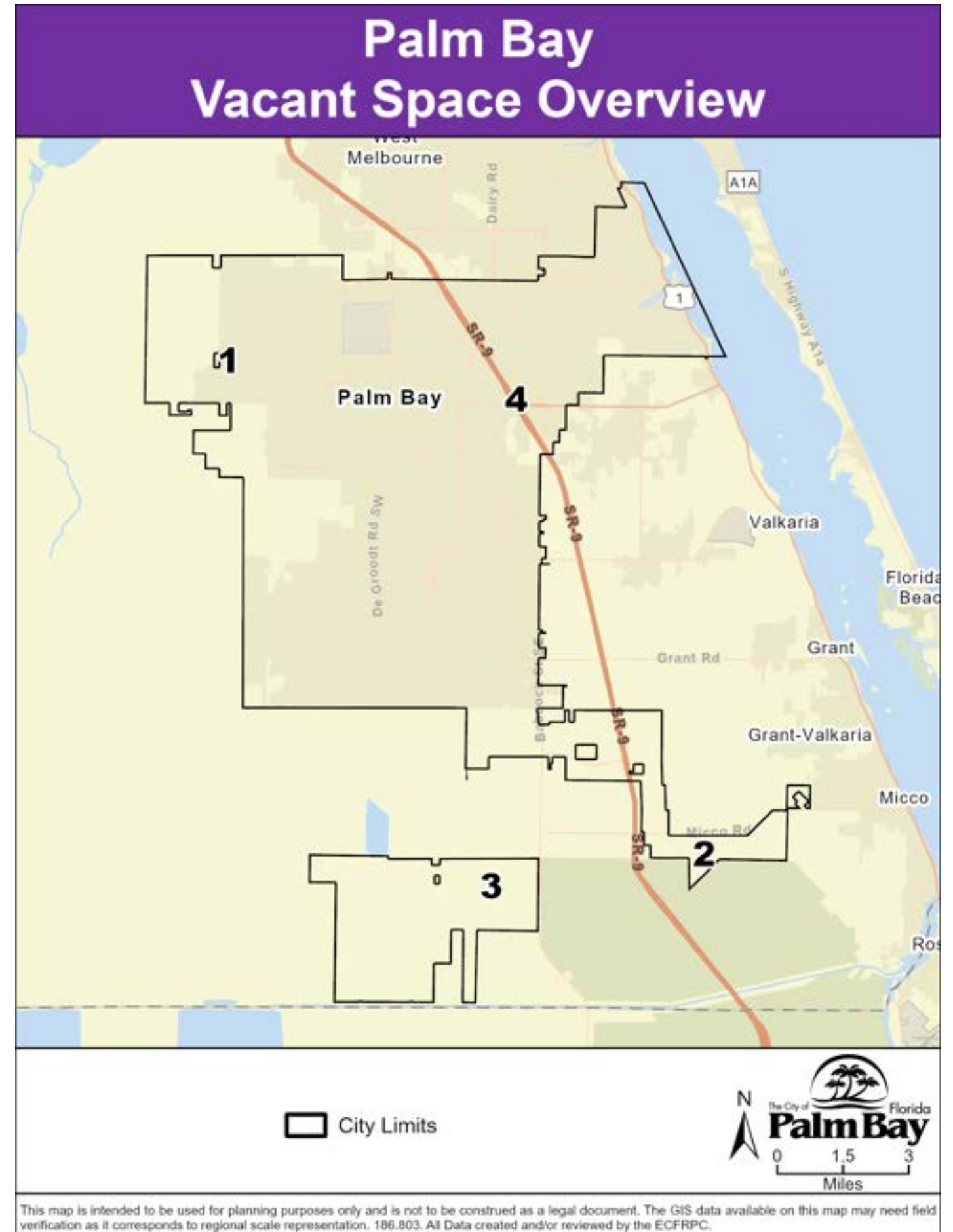


# PLACES

## OPPORTUNITIES

### Vacant Space

The City of Palm Bay has several large vacant sites across its City limits that could be used to attract new industries. One of the expressed wants from Palm Bay is the opportunity to bring in some large companies to set up industrial spaces. After analyzing vacant spaces within City limits, two potential areas could easily foster that economic growth. The first (1) area is located in the northwestern portion of the City. Right now, there are approximately 1,237 vacant acres used for agricultural purposes. This site is approximately four miles from the nearest I-95 entrance ramp. The nearest site currently with utilities is located 260 feet from the southeastern portion of the sight. The second (2) potential area is located in the southeastern portion of the City, approximately six miles from the new I-95 interchange. In total, there are approximately 1,850 vacant agricultural acres.



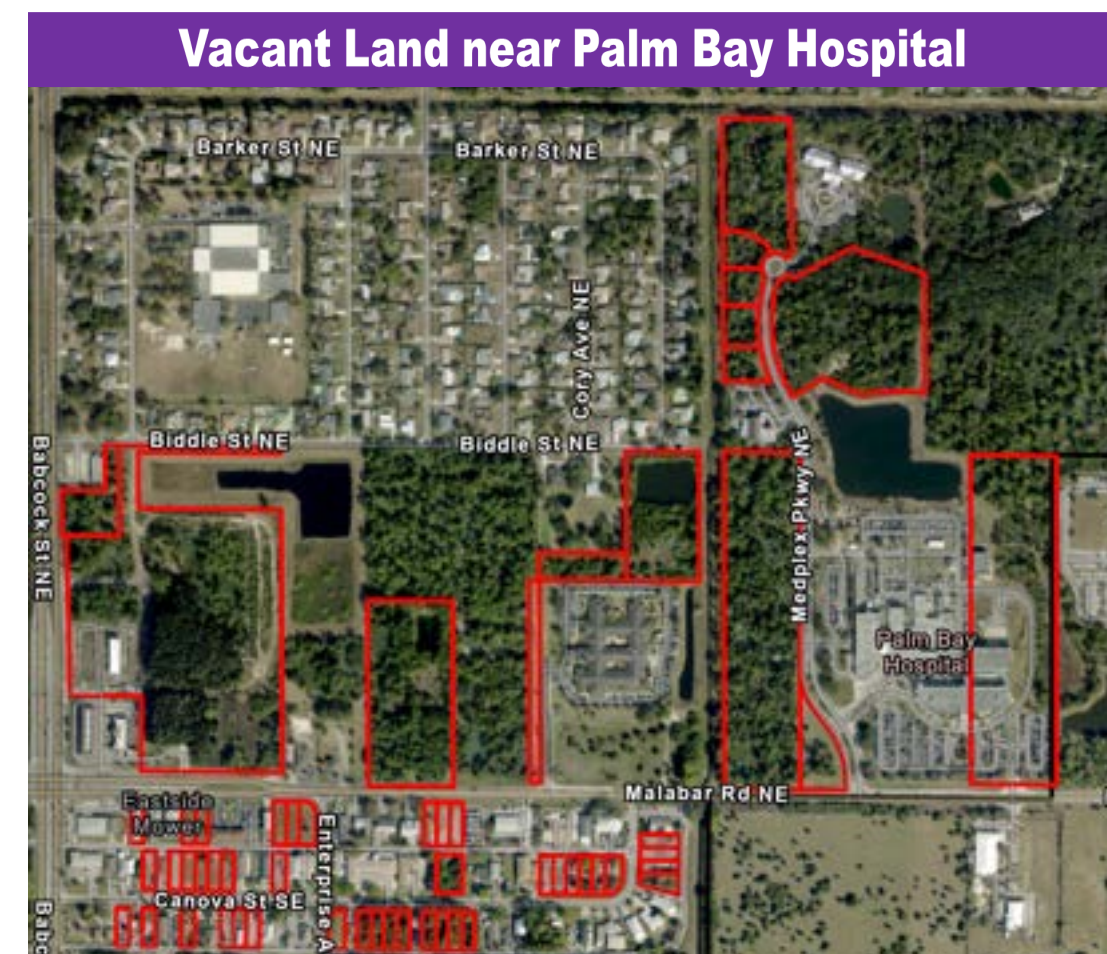


# PLACES

A third (3) space is located in the southern portion of the City. Right now, there are approximately 2,893 vacant acres. This site is approximately 2.96 miles from the nearest I-95 entrance ramp. The nearest sight with utilities is approximately 2.6 miles. The last (4) space to look at is located in the central portion of the City. Right now, there are approximately 156 vacant acres. This site is approximately 1.1 miles from the nearest I-95 entrance portion of the City. This property is 260 feet from the nearest property with sewer and approximately 4 miles from the nearest I-95 entrance ramp. about this space is that there has been little development in this area, so the proper roadway infrastructure can be added from the start to support this type of industry

## *Medical District*

Another opportunity for the City is the expansion of the healthcare industry by developing a medical district. There are approximately 50 acres of vacant land around Palm Bay Hospital and other larger medical institutions. One way to encourage economic growth is by bringing additional medical facilities to the larger parcels and filling the smaller lots with health care practitioner offices. Other industries like restaurants and retail will be encouraged to come in and serve the additional staff in this area, further expanding the economic opportunity within the City.



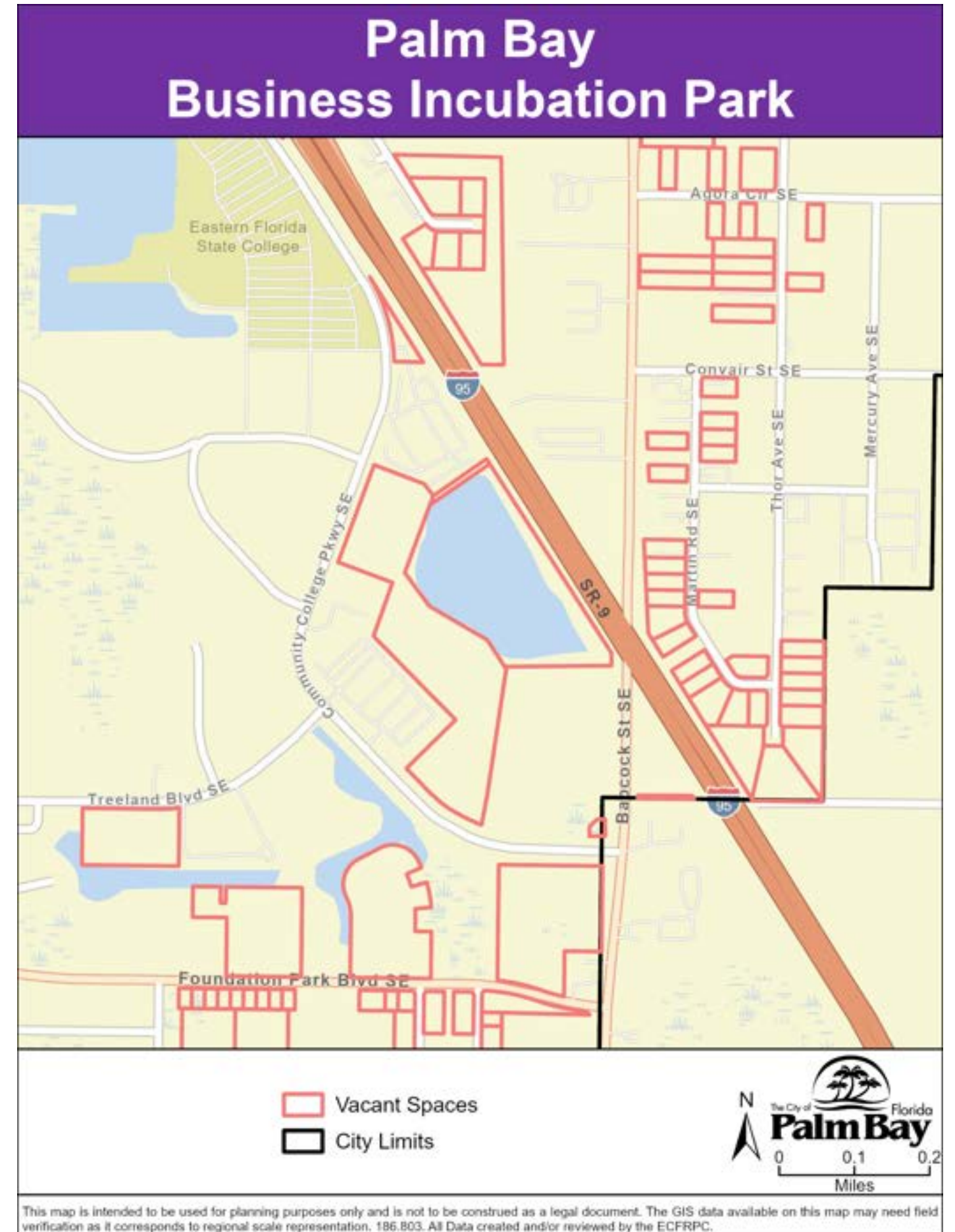


# PLACES

## *Potential Business Incubation Park*

One of the strengths of the Prosperity Pillar is the number of home businesses scattered throughout Palm Bay. One way to capitalize on that is by investing in these businesses, setting up a business incubation center, and providing a corridor in which they can grow.

The area depicted on the map is an ideal location where these at-home businesses could flourish. On the west side of this area, there are approximately 38 acres of vacant industrial land within 1.2 miles of the I-95 interchange where utilities are currently present. On the east side of this area, there are 27 vacant commercial lots. By utilizing both sides of this area and turning it into a business incubation corridor, businesses can utilize the industrial side for shared warehouse space and the commercial side for any office or commercial space they need. By being close to I-95, already in a space with utilities, and all in a small area, at-home businesses could use this space as the next step for building a more significant, more successful business and further growing the economic prosperity of the City.





# PLACES

## THREATS

### *Residential Development*

The City of Palm Bay, like everywhere else right now, is in the middle of a housing boom. Though the City has the vacant space and the infrastructure to encourage industrial and commercial growth, some of these larger spaces also attract residential development. The problem is that business drives the local economy further than new residential spaces. Therefore, the City needs to preserve these large parcels from being converted into new residential uses.

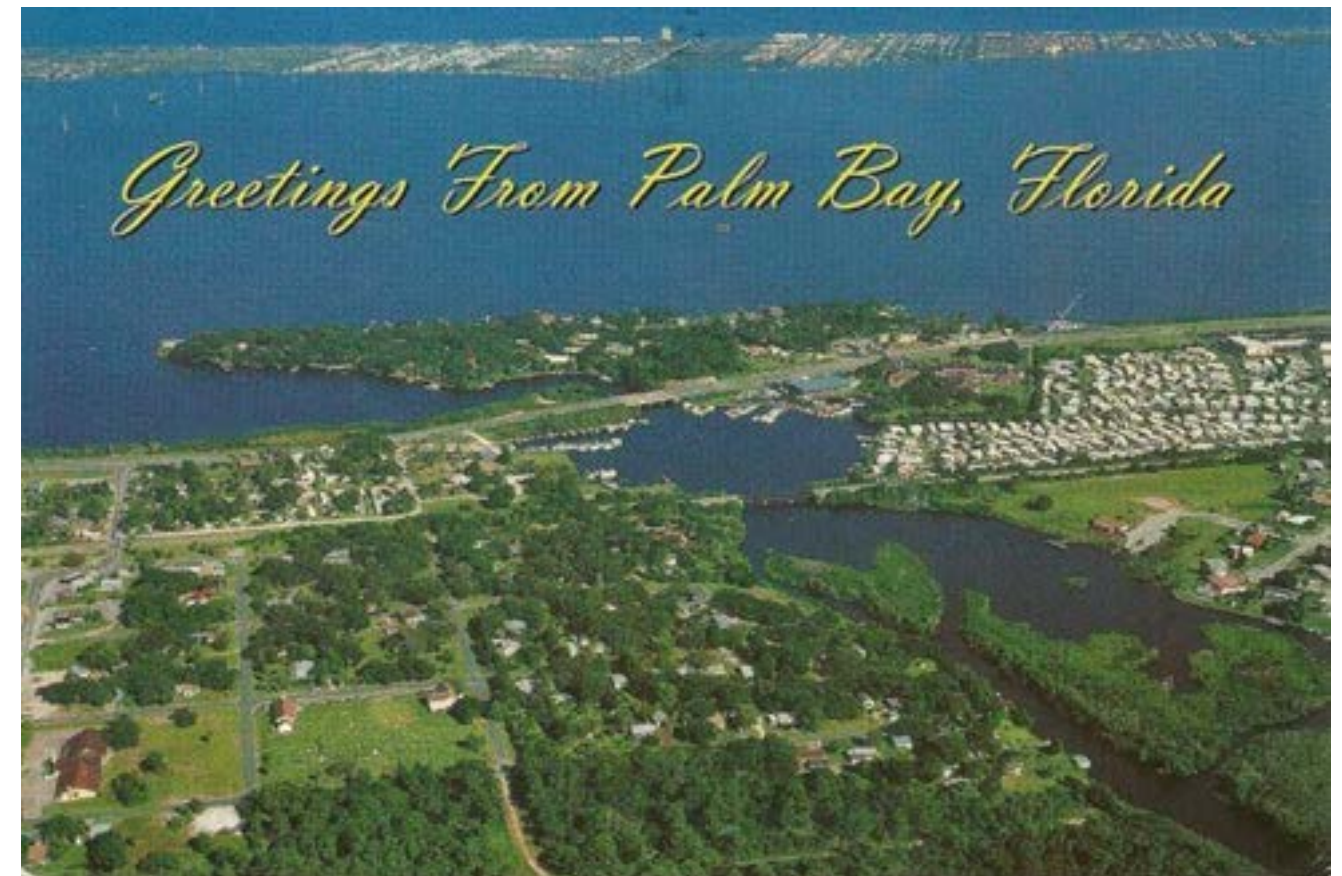
### *Indian River Lagoon Pollution*

The current state of the Indian River lagoon statewide isn't ideal. The presence of septic tanks in its watershed and stormwater runoff from urban areas contributes to the addition of unwanted nutrients and other pollutants to the lagoon. If the City doesn't do its part to help revitalize the lagoon's health, further depreciation could hinder any opportunities for economic growth. This nature-based asset could provide a source of jobs and economic investment in the form of eco-tourism businesses and working waterfronts. As identified in the Palm Bay 2040 Vision Plan workshop, Palm Bay residents are open to Palm Bay capitalizing on the Indian River Lagoon waterfront.

## Palm Bay's Places Threats

**Residential  
Development**

**Indian River  
Lagoon  
Pollution**



Source: Google Images



# PROSPERITY

## STRENGTHS

### *L3Harris Campus*

One of East Central Florida's most critical high-technology assets is between Palm Bay Road and Clermont Road. Originally built as the company's global headquarters, the L3/Harris Technologies (L3/Harris) campus in Palm Bay is currently home to the company's Integrated Mission Systems and Space & Airborne Systems business segments. Together, these subsidiaries are responsible for close to \$9 billion in revenue for this defense contractor. The Palm Bay campus, which employs nearly 5,000 workers, works on an array of cutting-edge technology such as:

- military intelligence, surveillance, and reconnaissance
- advanced electro-optical and infrared solutions
- maritime power and navigation
- space payloads, sensors, and full-mission solutions;
- classified intelligence and cyber defense
- avionics, and electronic warfare

Very few cities can claim to have a Fortune 500 company subsidiary within their boundaries, and this is a symbol of prestige that could be further used for community branding purposes. Small cities like Bentonville (Arkansas) and Hershey (Pennsylvania) are known worldwide because of their connection with Walmart and The Hershey Company, respectively. While L3Harris is now headquartered in Melbourne, the City of Palm Bay should explore using this connection when it markets itself to prospective businesses. Moreover, there might be opportunities to use this asset to increase the City's social capital. For example, some of their workers might be interested in serving on City Boards and special groups. There might also be an opportunity to create stronger linkages between private and not-for-profit organizations.

## Palm Bay's Prosperity Strengths

Fortune 500  
Company

8,000  
High Tech  
Jobs

Economic  
Industry  
Clusters

## L3/Harris Technology Center



Source: Google Maps

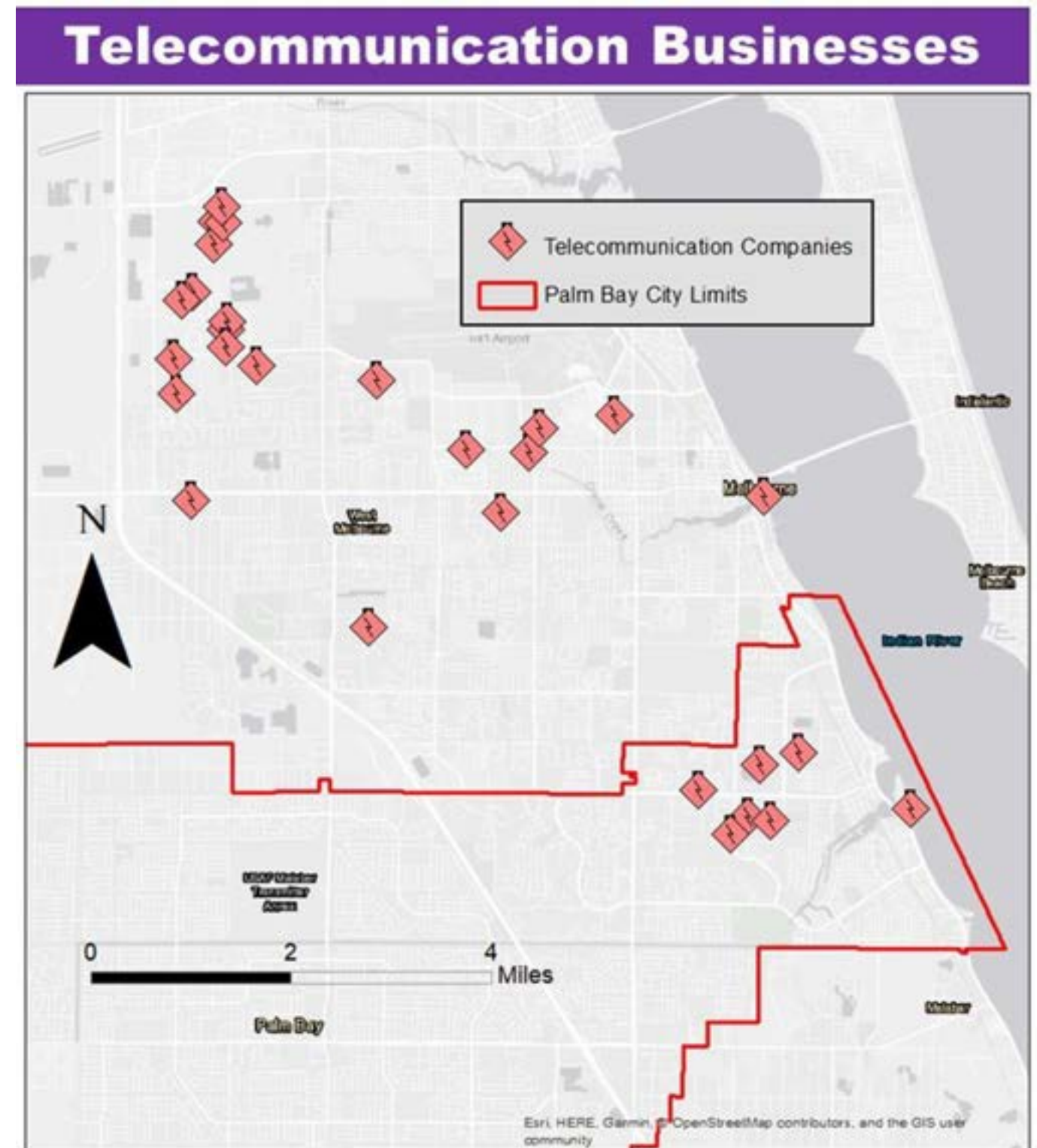


# PROSPERITY

A significant global company's presence can help attract other businesses to the community if used effectively. One way this is done is through the colocation effect, where similar businesses decide to concentrate in a particular area. An excellent example of this is the shopping mall. A more advanced version of this phenomenon is industry clustering, where producers and suppliers agglomerate within the same area because their proximity provides them with a competitive advantage. This includes when former workers of a large company decide to open their own businesses to supply goods and services to their former employers. Such is the case with Brevard County, where the presence of L3/Harris has helped to attract other telecommunication companies and suppliers to the area. The ECFRPC has found that the region's telecommunications cluster comprises about 50 businesses developing antennas, radio-frequency, and small satellites. Six of these companies are within the City of Palm Bay, and another 23 companies are located in cities nearby. This is a competitive advantage that the City officials should market to prospective companies interested in locating in Palm Bay.

## *High Tech Economy*

Besides telecommunications establishments, the ECFRPC found that the City of Palm Bay is also home to several high-tech firms. These businesses span several advanced industries, including avionics/aerospace, chemical development, and watercraft. These establishments employ almost 9,000 people within the City of Palm Bay. While the total number of jobs is fundamental, economists have determined that the level of industry employment concentration is a much better measure of economic competitiveness.



Source: Google Maps

# PROSPERITY

Industry concentration can be measured using a Location Quotient (LQ) analysis. The assumption is that the extra capacity is used to produce goods and services to export, which can signal regional strength in that particular industry.

According to JobsEQ, the City of Palm Bay is competitive in several high-tech industries. With an LQ of 40.39, the Semiconductor and Electronic Component Manufacturing industry is the most concentrated industry within the City of Palm Bay. Establishments within this industry develop various components used for electronic applications, such as microprocessors, circuit boards, and electronic connectors, among others. Palm Bay is home to Renesas Electronics, a Japanese semiconductor company. Formerly known as Intersil, the company employs over 300 people (City of Palm Bay Business Tax Receipts, 2021). The following most concentrated industries are Navigational, Measuring, Electromedical, and Control Instruments Manufacturing (LQ 17.99) and Communications Equipment Manufacturing (LQ 17.95). Establishments within the first category specialize in manufacturing aeronautical instruments and other navigation and guidance systems. Based on Sales Tax Receipt records, there are seven companies located within the City that meet this description, including Raytheon (150 employees), Filter Research Corporation (70 employees), and Steen Aero Lab (19 employees).

As explained in the previous section, the City of Palm Bay is also home to several companies in the telecommunications sector, including manufacturers of antennas and similar communication devices. Some companies work in the industries classified under Satellite Communications (LQ 16.22) and Space and Research Technology (LQ

16.07). In addition to these businesses, the City of Palm Bay is also home to three specialty chemical producers, including Far Chemical, which has four distinct locations within the City’s boundaries. These companies produce specialized compounds, nutrition supplements, and special packaging. According to JobsEQ, the City’s LQ for the Basic Chemical Manufacturing Industry is 2.07, well above the export threshold.

The high concentration level within the aviation and aerospace, specialty chemicals, and telecommunications industries provides an opening to use the high-tech sector to expand Palm Bay’s economic growth. To develop a cohesive economic development strategy around these industries, City officials must understand the relationships between the firms that comprise these agglomerations, their geographical concentration, and the trends affecting the future of these industries.

NAICS Industry Sector	LQ
Semiconductor and Other Electronic Component Manufacturing	40.39
Navigational, Measuring, Electromedical, and Control Instruments Manufacturing	17.99
Communications Equipment Manufacturing	17.95
Satellite Telecommunications	16.22
Space Research and Technology	16.07

Source: JobsEQ



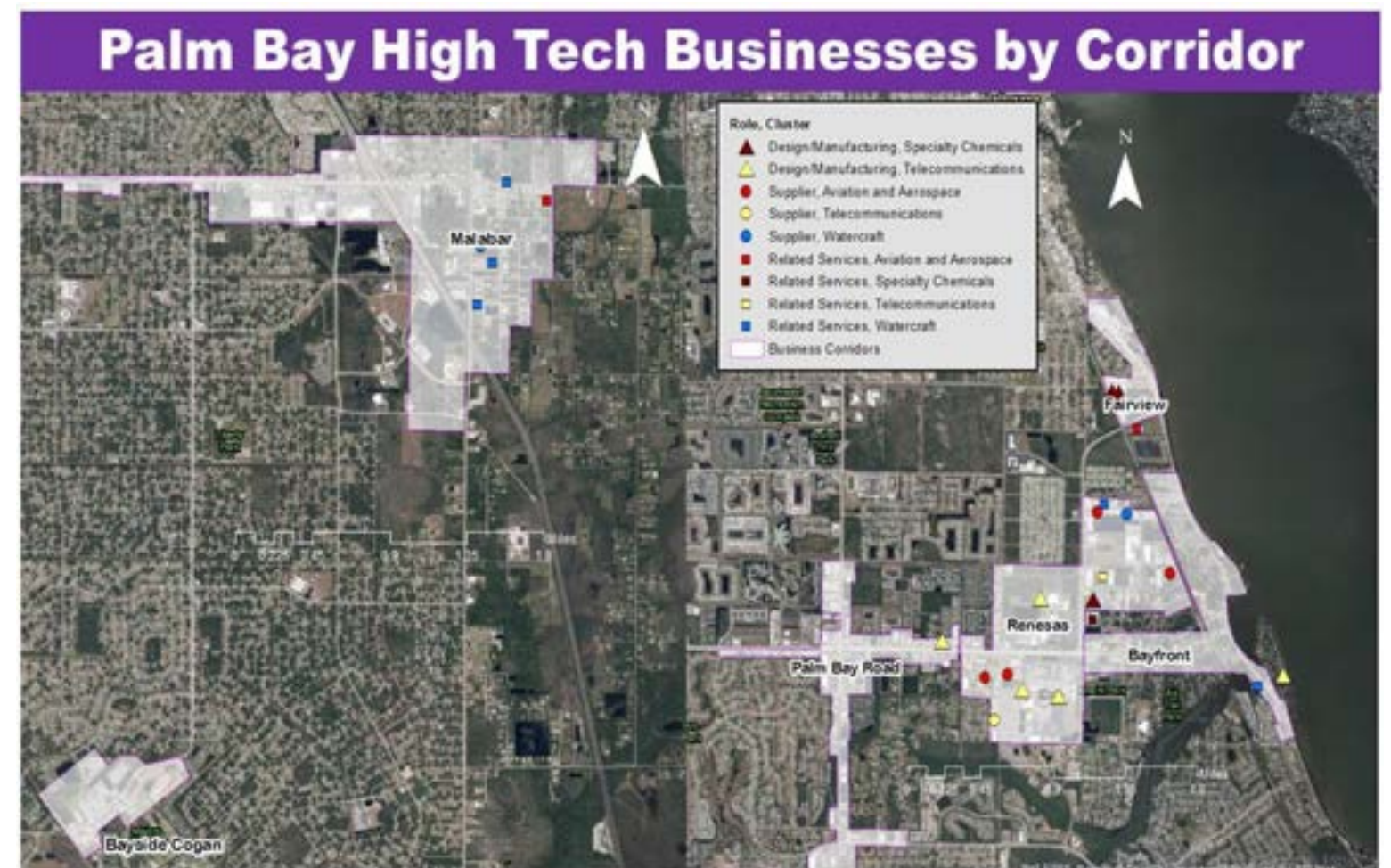
# PROSPERITY

## STRENGTHS

### *Industry Clusters*

While attracting new businesses continues to be the most common economic development practice, an increasing number of communities across the globe are working to identify and develop the business agglomerations that make them uniquely competitive. Known as industry clusters, these are concentrations of interrelated industries that export their goods and services. While the economic performance of these clusters is mainly based on global demand and industry competitiveness factors, local communities can still create the necessary conditions for their growth through investments in workforce development and infrastructure, among others. Developing a local strategy is vital as these business networks are often the most significant wealth creators within the community.

An important part of understanding the clustering effect is the different firms' roles in the industry agglomeration. For analysis purposes, the ECFRPC divides companies into three main groups. The first category is design/manufacturing, mostly comprised of large companies that sell their goods and services to clients outside the region. Often, these companies perform independent research on-site to improve their products and processes. Finally, the local office may also serve an essential business function, such as serving as company headquarters. Large companies often attract suppliers. These firms provide inputs, specialized parts, and other components to the leading manufacturers. Some of these suppliers develop their own products but support a larger product. Finally, some companies provide ancillary services to the cluster, such as equipment repair and sales.



Source: Google Maps



# PROSPERITY

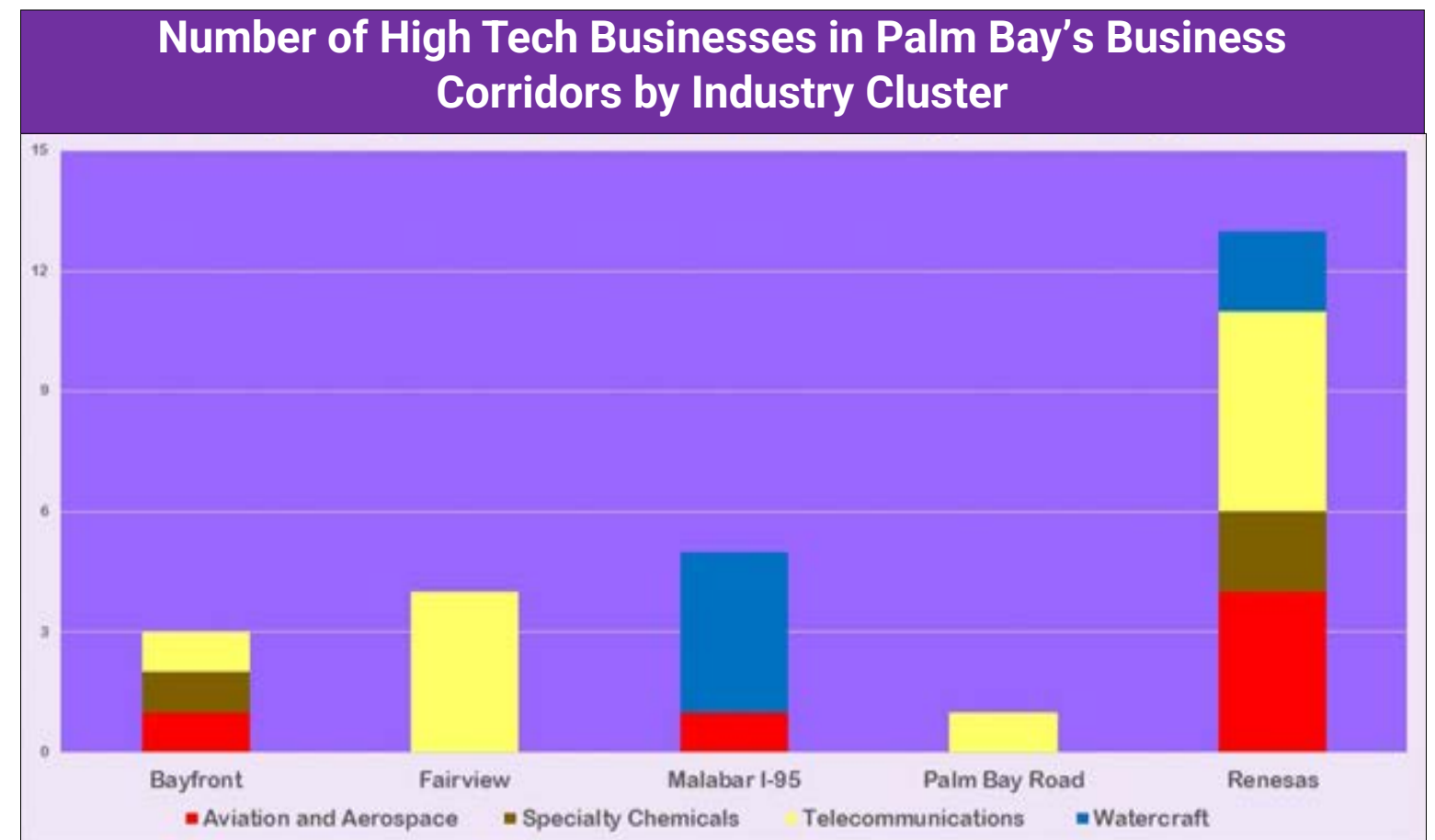
## STRENGTHS

As stated in the Existing Conditions part of this report, the ECFRPC has identified seven regional industry clusters. The City of Palm Bay has several establishments that belong to three of them: Aviation and Aerospace, Telecommunications, and Watercraft. Palm Bay's Aviation and Aerospace industry cluster is comprised of seven firms that have nearly 200 employees. It includes three small manufacturers that supply customized parts to aviation companies and two related services establishments. These companies are dispersed through different business corridors. The Telecommunications cluster is comprised of seven establishments that employ more than 5,000 people. Most of these establishments design/manufacture antennas or other telecommunication technologies. There is also one supplier and a related services company. The epicenter of this cluster is the Renesas business corridor. Finally, there are also seven small businesses that supply parts and/or provide repair services to the boating industry.

The ECFRPC identified a fourth industry cluster that is unique to the City of Palm Bay. The Specialty Chemicals group includes one large producer (FAR Research) with three buildings located within the City's Fairview Business corridor; a small manufacturer, and a sustainable packaging consultant. The ECFRPC estimates that this cluster employs about 110 people. In order to develop a feasible economic development strategy, it is important to understand the characteristics of the industries that comprise these four clusters. Thus, the ECFRPC did some additional research of about the primary industry sectors that comprise these clusters using a various sources including JobsEQ and IBISWorld. Another important part of this analysis is understanding trends that could affect their future growth.



Source: Coresignal.com



Sources: Palm Bay Business Tax Receipts, ECFRPC Business Analysis



# PROSPERITY

## EMPLOYMENT TRENDS

Current and potential job growth is crucial when investing resources to attract new businesses. According to Jobs EQ, several industries have added many jobs in Palm Bay during the past five years. When looking at absolute numbers, Semiconductor and Other Electronic Components Manufacturing added the most jobs during the past five years, and this increase of 325 positions translated into a 2.6 percent annual growth rate. Another industry that added close to 300 positions was Navigational and Control Instrument Manufacturing, representing a five percent increase. As a comparison, the annual job growth rate for the City of Palm Bay during this period was 4.2 percent. The smallest high-tech industries had the highest annual job growth rates. These include Satellite Telecommunications (34.7 percent), Basic Chemical Manufacturing (30.5 percent), and Space and Research Technology (12.5 percent).

According to Jobs EQ, all these industries are expected to add jobs within the next ten years except for Satellite Communications. The industries forecasted to add the most jobs are Semiconductor and Other Electronic Component Manufacturing (136 positions) and Navigational, Measuring, and Control Instruments Manufacturing (133 positions). Based on these projections, the City of Palm Bay would do well to target these industries to continue building the City’s economy.

NAICS Industry Sector	Employment Growth (5-Year)	% Annual Growth
Semiconductor and Other Electronic Component Manufacturing	325	2.6
Navigational, Measuring, Electromedical, and Control Instruments Manufacturing	293	5.0
Communications Equipment Manufacturing	38	3.0
Satellite Telecommunications	19	34.7
Space Research and Technology	23	12.5
Basic Chemical Manufacturing	40	30.5

NAICS Industry Sector	Employment Growth (10-Year)	% Annual Growth
Semiconductor and Other Electronic Component Manufacturing	136	0.5
Navigational, Measuring, Electromedical, and Control Instruments Manufacturing	133	1.0
Communications Equipment Manufacturing	39	1.3
Satellite Telecommunications	-1	-0.6
Space Research and Technology	4	0.7
Basic Chemical Manufacturing	5	0.9

Source: JobsEQ

# PROSPERITY

## WEAKNESSES

### *Weak Commercial Corridors*

Aside from the Renesas Corridor, the City of Palm Bay's commercial corridors are mostly underdeveloped and have several issues that impede their success. First, there is a lack of a strong anchor that influences the character of nearby development. Second, all seven of these corridors have multiple vacant parcels, a characteristic that is more pronounced in the Bayside Cogan (26.1 percent), Minton (36.5 percent), and Malabar (41.5 percent) corridors. Many of these vacant parcels are too small in square footage to build accordingly unless property buyers can combine them with adjacent parcels. Moreover, some of the commercial areas are interspersed with residential uses breaking the cohesiveness of the business corridors.

To address this situation, the City of Palm Bay needs to identify potential infill and redevelopment activities for each of these corridors. This includes developing strategies to create better transitions between the corridor's commercial and residential areas. There should be incentives for developers to build-out existing neighborhoods. This can also help alleviate the strain of utilities as these parcels are in existing corridors, slowing down the need for new sprawl development.

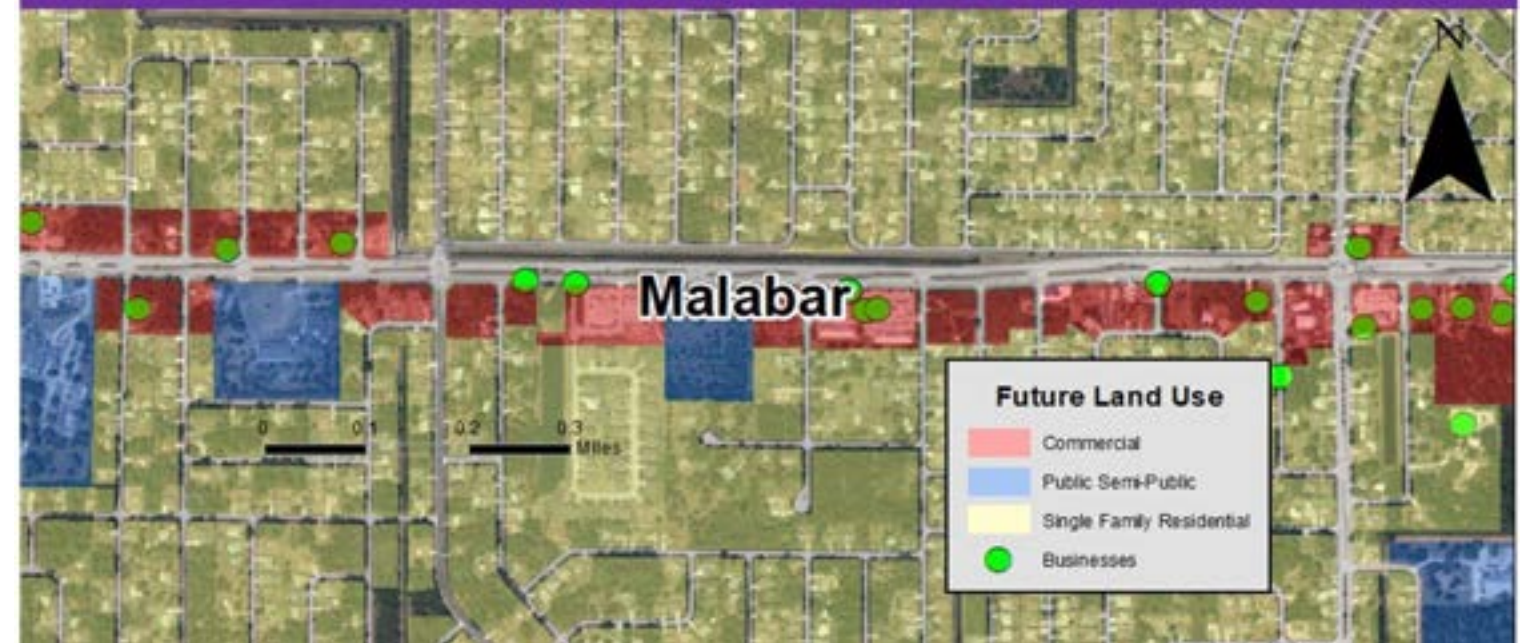
### Palm Bay's Weaknesses

Weak  
Commercial  
Corridors

Loss of  
Industries

Types of  
Tapestries  
Portrayed

### Malabar Corridor





# PROSPERITY

## WEAKNESSES

### *Lack of Retail and Traded Establishments*

Based on this research, there is a low number of “traded” businesses in Palm Bay. These establishments are the ones that fill the consumption needs of local residents, such as retail stores, medical and professional offices, and sit-down restaurants. Since the City of Palm Bay has over 100,00 residents and is home to several large companies, this is undoubtedly a puzzling condition. Thus, the ECFRPC performed several analyses to identify the level of the issue and reasons why this might be happening.

The first analysis looked into Palm Bay’s business closures for the past ten years using the Data/Axle Infogroup database. The objective here was to identify business trends specific to the City of Palm Bay. According to the business database, nearly 450 businesses closed within this timeframe. The most affected sector was Health Care and Social Assistance, with a loss of almost 100 firms. These establishments provided various medical services, such as dentistry, dermatology, and eye care. This is followed by Other Services (80), Construction (57), and Professional, Scientific, and Personal Services (50). Most of these establishments were home businesses. Less than fifteen percent of closed firms are within the Retail, Accommodation, and Food Services sectors.



It is important to emphasize that the constant opening and closing of businesses signifies a healthy economy. Some of these business closures happened because the national chain went bankrupt. These include national brands such as Kmart, Payless Shoe Source, and RadioShack, among others. In the case of eating places, most were fast food, not sit-down restaurants. Based on this analysis, there was nothing abnormal with the ratio of business closures within the City.



# PROSPERITY

One reason why the City is not attracting enough retail and restaurants could be economic leakage, which implies that Palm Bay residents are spending most of their disposable income outside the City limits. The nearby Melbourne Square Mall is home to about 80 brand stores and 20 restaurants. These include five casual dining businesses which differentiate from other restaurants because they include table service and sit-down meals. While this sizeable retail mall looms large within the community, it still difficult to elucidate why a large growing city like Palm Bay is mainly attracting storage facilities and fast-food restaurants. Because of this, the ECFRPC worked to identify community spending patterns using commercial tapestries.

Built using a large array of demographic and socioeconomic variables, the tapestry is a market segmentation system that classifies U.S neighborhoods according to their consumption patterns. Commercial site selectors use it for Fortune 1000 companies to determine whether or not a particular business fits the area's demographics or if a specific market will benefit the business in the long run. They can sometimes be a dealbreaker for commercial entities when deciding to open up a business in a specific corridor or even a whole city. Therefore, it is important to understand how the outside world sees Palm Bay through the tapestry lens.

For this analysis, the ECFRPC uses the ESRI tapestry segmentation, which includes 67 segments that can be combined into 14 *LifeMode* groups based on lifestyle and life stage. This tapestry is based on various data sources, including the decennial Census, the *American Community Survey (ACS)*, Esri's demographic updates, and consumer surveys such as the Survey of the American Consumer from MRI-Simmons. ESRI divides the City of Palm Bay into 20 different tapestry segments. Overall the ECFRPC found that these segments are probably more appropriate for stagnant industrial communities and traditional rural areas than to a



ESRIUK.com



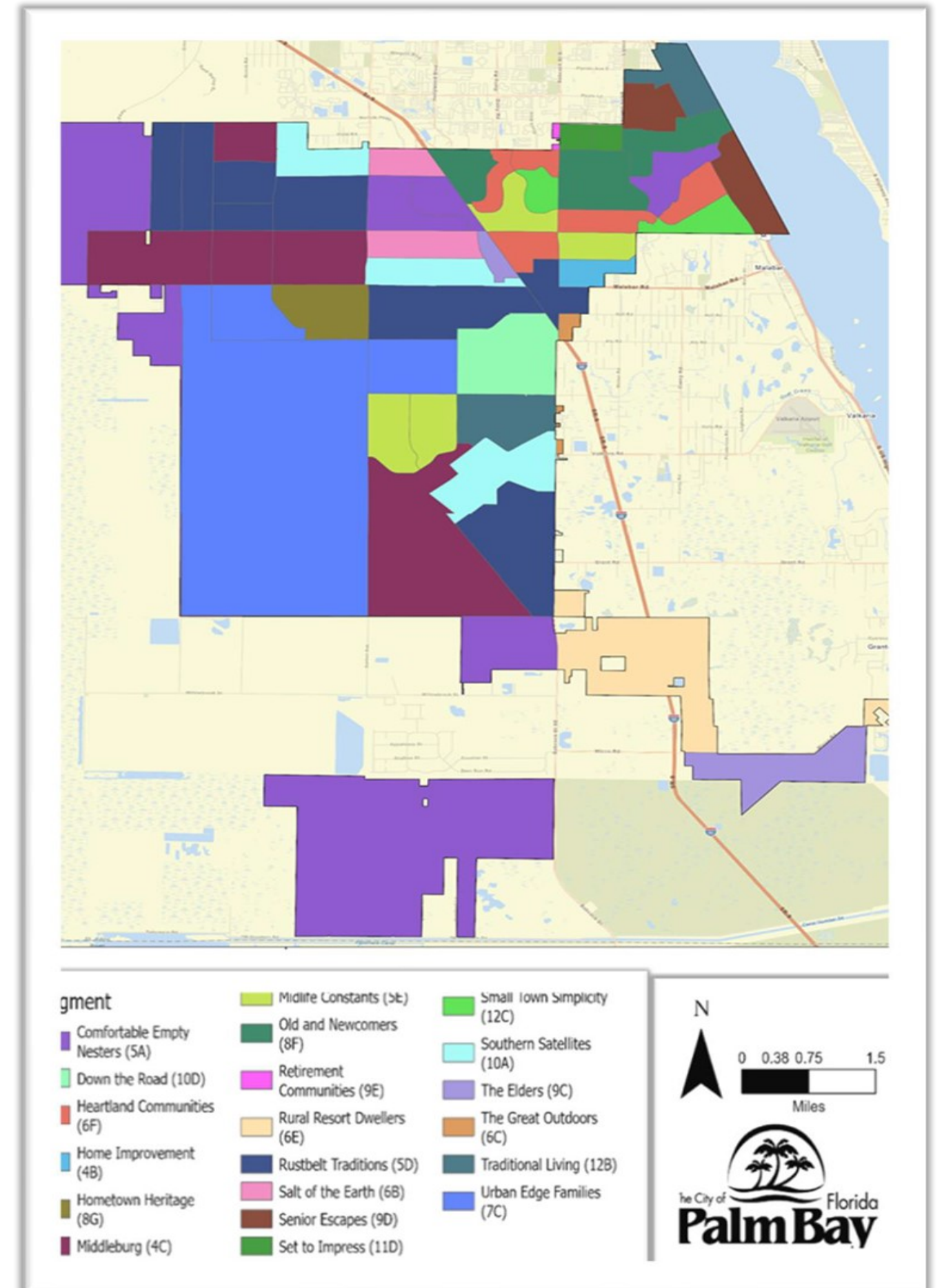
# PROSPERITY

growing southern city. The dominant market segments within the City are comprised of traditional communities with relatively modest median household incomes

The most common segment is *Rustbelt Traditions (5D)*, which includes eight census blocks mostly located in the northern and central parts of Palm Bay. Nationally, this market segment is usually found in the dense urban fringe of metropolitan areas over the Midwest and South. Residents live in modest single-family neighborhoods built in the 1950s. The population is comprised of white-collar workers employed in manufacturing, retail, trade, and health care. Most of these residents have lived in the area for years. While the labor force participation rate in these neighborhoods is slightly higher than the nation, household incomes tend to be modest at best.

Five of the City's census block groups fall within the Heartland Communities segment. All of them are located east of I-95. This is another traditional group comprised of empty nesters that prefer to eat at home and shop at discount retail stores. While their mortgages are paid off, the median household income is \$42,400. Another five block groups are classified in the Middleburg segment. These are concentrated in the northwest and southern parts of the City. The neighborhoods are mostly comprised of young families where both parents work. While the median age of Middleburg residents is lower than the other two segments (36.1), these communities have a higher median household income. (\$59,800).

Based on the ESRI Tapestry Segments, the City of Palm Bay might not be the most attractive location to invest in more high-end retail and restaurants. This should not deter the City from redeveloping its commercial corridors and looking to provide adequate commercial services for its residents.



# PROSPERITY

## OPPORTUNITIES

### *Home Based Businesses*

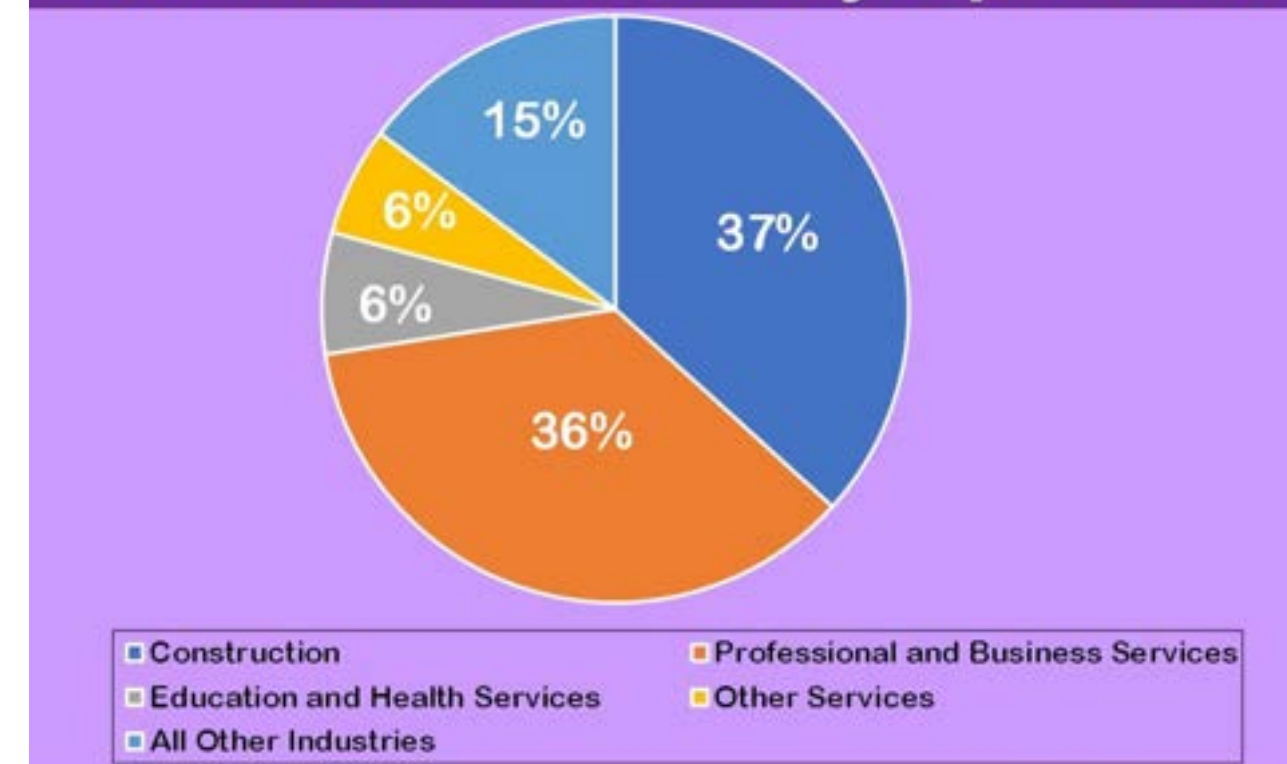
As discussed in the previous section, Palm Bay's business structure is dominated by home-based businesses. One important characteristic of these businesses is that they are small (1-3 employees). According to the US Small Business Administration, these microbusinesses are the most common type of employer firm. The highest share of micro businesses is within the FIRE (Finance, Insurance, and Real Estate) super sector, which is not the case for Palm Bay. About 75 percent of Palm Bay's microbusinesses are within the Construction and Professional Business Services Super Sectors. Construction businesses include small contractors such as handymen and property maintenance (144 businesses), general contractors (34), carpenters (29), and HVAC contractors (18), among others. Most Professional and Business Services home-based firms are landscapers (156), janitors and house cleaners (75), and commercial pressure washing (25) companies. Based on these classifications, it is evident that most of these businesses tend to be owned by individuals with lower education levels. The absence of large non-high-tech employers within the City has led to a rise in entrepreneurship within the City of Palm Bay.

Because of their small size and low-profit margins, microbusinesses are more susceptible business cycle dynamics. This was the case with the advent of the COVID-19 pandemic. Business lockdowns and the great resignation have unleashed a boom in micro businesses. According to Venture Forward, individuals started 2.8 million more microbusinesses in 2020 compared to the previous year. This was especially true for underrepresented groups. During this time, the share of women-owned micro business start-ups jumped from 48 to 57 percent. There was also an 11 percent increase in the share of microbusinesses owned by black entrepreneurs. Most of these new operations are online businesses.

### Palm Bay's Prosperity Opportunities



### Home Based Businesses by Super Sector



Source: Palm Bay Business Tax Receipts, ECFRPC Analysis



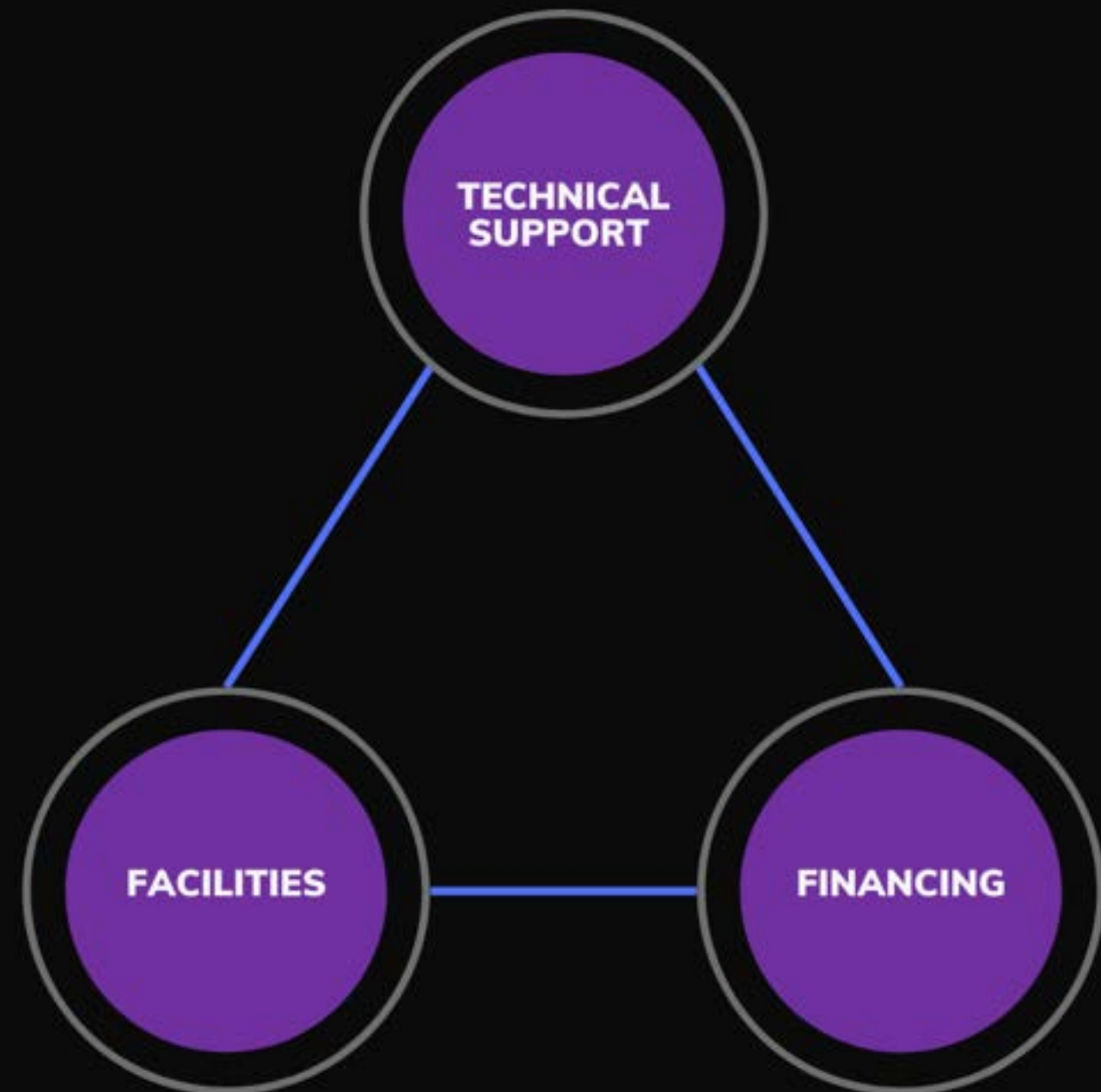
# PROSPERITY

The challenge for communities like Palm Bay is to identify best practices to assist those microbusinesses that want to scale up their operations. There are three main areas of focus here: financing, infrastructure, and other support. While their startup costs may be low, most small microbusinesses struggle to obtain financing or other funding to expand their operations. The City of Palm Bay could develop relationships with traditional (banks and credit unions) and non-traditional lender institutions (community development finance institutions) to better serve these small businesses. Another option could be to consider providing small grants to businesses.

Another way to assist small start-ups is by providing access to what can be called “entrepreneurship workspaces”. The simplest version of this type of facility is the coworking space. While the number of services varies based on the facility, coworking space membership includes amenities such as shared individual offices, a business center, a conference room, and a receptionist. This service can help small businesses save on rent and labor costs.

A more advanced version of the working shared space is the business incubator. This type of place provides technical assistance and access to equipment and tools that are cost prohibitive for most small businesses. A good example is Florida Tech’s Center for Advanced Manufacturing and Design (CAMID), a 100,000 square foot facility in the Renesas corridor. This is a place where budding manufacturers can try their concept ideas. This type of center could also help to attract a business accelerator.

## Business Scaling Approach



# PROSPERITY

A non-high-tech version of a business incubator is the commercial kitchen. This facility provides caterers and small food manufacturers access high-end culinary equipment. The passing of the new Florida Cottage Law allows small food producers to earn up to \$250,000 annually. While this is good, the reality is that most small producers will need access to a large facility to scale up their businesses. Commonwealth Kitchen in Dorchester, Massachusetts, is probably one of the best examples of this model nationally. Since launching in 2009, this facility has helped to launch more than 150 food businesses. This model could provide a way for Palm Bay to build its missing restaurant scene. Besides providing access to specialized equipment, this nonprofit also assists its members with coaching and connecting with prospective buyers. This has led to more inclusive and equitable economic development as the biggest beneficiaries are women and people of color. The City of Palm Bay can also assist its microbusinesses by promoting the services of the Small Business Development Center at Eastern Florida State College. This is very important as microbusiness entrepreneurs are sole proprietors, which makes the owner responsible for all business functions. Business technical assistance organizations are critical because they provide training and education to small firms in marketing, drafting business plans, and accounting, among others.

Targeting micro businesses for scale-up would be a good strategy for the City of Palm Bay. While this is a long-term process, it could generate new jobs and investment within the City. Moreover, it could also help to create a more inclusive economy by providing opportunities for women and people of color to develop their businesses. To be successful, though, the City of Palm Bay would need to ensure that the programming is inclusive, culturally competent, and serves the needs of prospective business owners.

## Types of Shared Workspaces



**Coworking Space**



**Manufacturing Shared Space**



**Commercial Kitchen**



**Business Assistance Center**

Sources : [bizjournals.com](http://bizjournals.com), [marketcues.com](http://marketcues.com), [noharm.medium.com](http://noharm.medium.com), [mapquest](http://mapquest)



# PROSPERITY

## *Anchor Institutions*

An anchor institution is a place-based, mission-driven entity such as a hospital, university, or a government agency that can leverage its economic power and resources to improve the long-term health and social welfare of the community where it is located. The term anchor is used to describe these large non-profit organizations implies that they hold significant investments in real estate and social capital that make it difficult for them to pull up and leave. According to the Initiative for a Competitive Inner City (ICIC), the real estate holdings of anchor institutions nationally were valued at over \$100 billion in 2008. Not surprisingly, these organizations tend to be among the community's largest employers and annually they spend millions of dollars on goods and services. These conditions make anchors ideal partners for fostering redevelopment and economic opportunities.

There are four main ways in which cities have decided to engage with anchor institutions. The first one is seeing the anchor as a real estate developer. For example, hospitals and educational institutions constantly invest capital in improving or expanding their facilities. When planned properly, these projects can serve as catalysts for community redevelopment in urban areas. In East Central Florida, the City of Kissimmee has used the presence of its hospitals to foster the redevelopment of its downtown area. The City also partnered with the ECFRPC to develop its Medical Arts District Plan, which seeks to use these medical facilities to attract new investment to the area.

## Roles of Anchors in Economic Development



Source: Initiative for a Competitive Inner City, 2008

# PROSPERITY

Because of their role as major employers and to sustain their growth, some anchor organizations have concerted efforts to employ residents for their new positions. In some cases, this includes providing direct job training opportunities to recruits. Most anchor institutions must collaborate with other organizations to provide these workforce development services. This provides the City of Palm Bay with an opening to become a facilitator to help develop these relationships between the anchor institution and potential stakeholders.

One of the most impactful roles anchor institutions play is as purchaser of goods and services. Here the City can help to connect large institutions with potential local suppliers and vendors. This would be a long-term strategy as it would take time to develop these relationships. Finally, anchors can also help to spearhead the growth of local clusters by helping to attract talent, funding, and new companies. In the case of universities, they can help with research commercialization.

## Palm Bay's Prosperity Threats



Corporate  
Globalization

## THREATS

Based on the Existing Conditions Analysis findings, the ECFRPC identified globalization as the main threat to Palm Bay's prosperity. As previously discussed, the City of Palm Bay is home to several large high-tech employers such as L3/Harris and Renesas. These two companies alone comprise 30 percent of the City's employment. While these corporations seem stable, City officials must acknowledge that change happens. Every day, the economic prosperity of communities across the globe is heavily influenced by corporate choice and technological change. For example, not long ago, the City of Palm Bay was home to the global headquarters of the Harris Corporation. After a merger, the company moved its corporate offices across the street to the City of Melbourne. Communities must understand that the most determinant economic decisions are outside their control.

The best way for communities to prepare for the effects of corporate globalization is to diversify their economies. This could be achieved in several ways. First, the community can focus on attracting new businesses within the same industry to allow residents ample employment opportunities. This is an industry cluster reinforcement strategy. It can also evaluate other industry sectors where the community may have a competitive advantage because of its geographical location or other factors. Finally, cities are also turning to help their local businesses grow, and this concept is known as economic gardening. Preparing for threats can be a long and frustrating process. However, following these three-pronged approaches could help prepare the community better for future change.



# STRATEGIC PLAN

# PEOPLE

## GOAL PE-1 Integrate Palm Bay's Residents into the City's Civic Life

The Existing Conditions Analysis found that Palm Bay’s population is younger and more ethnically and racially diverse than the county. For the City to use this asset, it needs to make sure that there are few barriers to the participation of young people, minorities, and international residents in the City’s civic life. One way of doing this is by steering residents into high-demand careers and activities (PE 1-1). Due to the gap between low-wage and high-wage careers within City limits, it would be beneficial to bring in as many resources and partnerships to assist with the development of short-term training opportunities, industry-led apprenticeship, and internship programs, and STEAM (science, technology, engineering, arts, and math) educational opportunities.

The Bayside Engineering and Technology Academy (BETA) started in Bayside High School in 2007. Later in the 2011-12 year, the school began a new academy, known as Bayside Fine and Technical Arts Academy (ENCORE). The BETA program has helped students meet with local companies and get an array of experiences including meet and greets, scholarships, and internships. On the other side, ENCORE helps prepare and empower students to develop their artistic talents, which follows an arts integrated curriculum. Students in the program select a major in one of the eight arts disciplines such as band, chorus, drafting, television production, digital design, and more. This is a great example of such initiative to continue such support of in-school career development.

While Florida cities are not traditionally involved in workforce

<i>Steer the City's residents towards high demand careers</i>
1: Promote the development of vocational and short-term career programs that lead to careers in targeted industries
2: Encourage technology employers to develop apprenticeship and internship programs for students
3: Support the development of STEAM summer camps and after-school experiences
4: Continue to support CareerSource initiatives



# PEOPLE

development, the ECFRPC considers it incumbent for the City of Palm Bay to play a more active role in this area. The City should continue to build strong partnerships with local education providers and workforce development agencies such as CareerSource Brevard.

The City of Palm Bay is Brevard County’s largest and most diverse jurisdiction. Based on current demographic trends, the number of minorities and residents with an international background will continue to grow in the following years. If used intentionally, this diversity can be an asset to the City of Palm Bay’s economic development prospects. Because of this reason, the ECFRPC recommends that the City build on this diversity to improve its current economic environment (PE 1-2). As previously discussed, national research shows that minorities and immigrants have high rates of entrepreneurship. However, both groups often get lost in the system because they lack specific resources. The City can be intentional in its efforts to reach out to these populations by hosting “Doing Business with the City” workshops and developing a leadership academy to educate residents about the City services.

<i>Celebrate the City's diversity and use it to improve the current business environment</i>
1: Consider developing a City taskforce to celebrate the Palm Bay's diversity
2: Promote the introduction of English classes
3: Explore how to best use the new resident's skills to develop new businesses
4: Host a Doing Business with the City event to connect with small businesses
5: Develop leadership academy to educate residents about City and available services

# PEOPLE

## Goal PE-2 Eliminating Workforce Barriers to Assist Underserved Populations

Since the advent of the COVID-19 pandemic, businesses have struggled with recruiting employees to operate their businesses. While this is treated as a new phenomenon, the nation’s workforce has been shrinking during the past decades. While most people out of the labor force are retirees, all communities have underserved populations. These people are interested in obtaining work or improving their career prospects but often lack the support networks and resources to get to the next level. These gaps have been recognized by both the federal government and local communities across the nation. In the case of Palm Bay, its residents predominantly work in low-wage occupations. There is also a high percentage of individuals living within the City with some college and no degree. These current conditions imply that a sector of the population could use some assistance to improve their economic well-being.

There are several ways in which communities are eliminating workforce barriers for underserved populations. One way is by partnering with organizations that specialize in providing services to these populations, including career training. Another vital role the City can play is connecting these populations with wraparound services (transportation, childcare, food). Making sure that these services are available in the community can help eliminate some barriers to work and increase the community’s educational attainment levels.

<i>Partner with organizations that serve underserved populations</i>
1: Identify organizations that focus on serving underserved populations
2: Support organizations that teach residents both soft and hard skills
3: Assist organizations that steer residents toward career pathways
<i>Promote the development of wraparound services/infrastructure to the community</i>
1: Identify the availability of affordable childcare services within Palm Bay
2: Identify food pantry services within the community
3: Coordinate with public transit agency to improve service to employment centers



# PLACES

## Goal PL-1: Develop Spaces that Further Economic Development

Another important finding of this study was the need for the City to activate or develop new workspaces. The first step would be to develop strategies and programs to activate the current City corridors. To do this, the ECFRPC recommends that the City adopts a place-making program that encourages the creation of third spaces, way-finding and signage, and tactical projects to help bring more people to these corridors. The key here is to start small and identify potential partners (art organizations, non-profits, schools) interested in assisting with these projects. Once the City has developed a strong program, it can consider applying to federal programs such as National Endowment for the Arts Our Town grant to fund larger projects.

The ECFRPC also encourages the City to continue working on planning the downtown area and industrial employment centers. The SWOTT analysis showed some potential areas for the industrial park. Based on conversations with its staff, the ECFRPC knows that the Florida Finance Corporation may be a willing partner to assist in financing this type of project. Another partner As part of these strategies, it is essential that City officials preserve land near the I-95 interchanges and other nonresidential areas from residential intrusion. Finally, the City should make it easier for residents to bring more small-scale production to Palm Bay. Based on national research, the ECFRPC has found that these projects are better for creating more inclusive economic development. Another recommendation is to open some of these commercial spaces to small-scale manufacturers and the “maker economy.” Examples include companies working on textiles, hardware, woodworking, 3-D printing, breweries, and artisan food products. Not only do these businesses create jobs, but they also help to generate much-needed food traffic that could benefit nearby tenants.

### *Use place making strategies to activate the City's commercial corridors*

1: Encourage the development of public and private third places such as parkettes, farmers markets, and other non-permanent uses

2: Encourage way finding and signage to give identity to business corridors

3: Develop a tactical urbanism program to activate business corridors

### *Develop a downtown area for the City of Palm Bay*

1: Work with planning consultant and community to determine the best location for the new downtown area

2: Continue to work with private owners to develop the City's waterfront

### *Develop new employment centers within the City of Palm Bay*

1: Evaluate vacant property locations in the City or nearby area to develop industrial parks

2: Evaluate financing options for the development of new industrial areas

3: Develop at least one industrial park based on the findings of study

4: Protect and prepare land close to the I-95 interchanges to allow for the development of nonresidential uses

5: Discourage the conversion of properties with nonresidential entitlements to residential uses

### *Revise the City's land use codes to allow for more production uses*

1: Facilitate the development of urban agriculture uses in vacant parcels

2: Allow small scale manufacturers to locate in commercial areas

# PLACES

## Goal PL-2: Use the City's Natural Assets to Spur Economic development

One of the advantages of living in the City of Palm Bay is being close to the Indian River Lagoon Estuary. This natural asset has the potential to bring new economic opportunities to the City of Palm Bay. Therefore, the City has an interest in its protection, ensuring properties near the lagoon are connected to sewer, and having a list of mitigation projects to avoid a runoff. The City should also continue to develop activities that connect the City’s residents to the waterfront. As the lagoon continues to heal, it would also be essential to assess any opportunities to bring ecotourism businesses that could use this asset.

<i>Develop strategies to protect the Indian River Lagoon</i>
1: Target properties near the Indian River Lagoon for connection to sewer
2: Develop a list of local mitigation projects that could assist with the healing of the Lagoon
3: Develop activities that could bring Palm Bay residents closer to the City's waterfront
4: Explore opportunities to bring ecotourism businesses to the City



# PROSPERITY

## Goal PR-1 Use the City's High Technology Sector as a Magnet to Attract New Talent, Businesses, and Investment

As discussed previously, the City of Palm Bay is home to several high-tech businesses including the major operations of a Fortune 500 company. The ECFRPC recommends that the City embrace this role and use it to brand itself as an ideal location for technology businesses. This new identity could not only serve to attract more economic activity, but to also build civic pride in the community. As part of this rebranding process, the City should engage these companies in other community development efforts. Business leaders can serve in many different roles including as members of City boards, business recruitment assistants, and as sponsors of community events.

Another important strategy is for the City to focus its efforts on attracting businesses that are either part or complement the identified industry clusters including telecommunications, semiconductor, aviation/aerospace, and chemical services. Focusing on activities that build on these agglomerations could have a higher economic impact in the long run. This includes facilitating the development of technology groups and shared spaces for these entrepreneurs. Networking opportunities could in the long term serve to spur the development of new businesses. At a later stage, these entrepreneurs will need physical spaces where they can tinker with side projects.

### *Rebrand the City as a location for high tech businesses*

1: Develop a taskforce of regional economic stakeholders to develop a marketing plan for the City of Palm Bay

2: Develop marketing materials that showcase the City as a great location for high tech businesses

3: Partner with businesses to develop videos that showcase the different technologies produced in Palm Bay

### *Engage large employers in the City's community development efforts*

1: Target leaders of large businesses to have them serve on City boards

2: Partner with local businesses to assist with business recruitment

3: Introduce corporate entities to community organizers and schools

### *Use the business cluster strategy to attract new investment*

1: Concentrate recruitment efforts in attracting businesses within the telecommunications, semiconductor, aviation, and chemical services

2: Promote the creation of meet up groups and organizations for technology entrepreneurs

3: Connect entrepreneurs with spaces with the infrastructure to assist their needs

# PROSPERITY

## Goal PR-2 Diversify the City's Economic Base

At the same time, Palm Bay should work on attracting businesses within other traded industries to diversity the local economy. Priority should be given to healthcare and accommodation businesses. ECFRPC staff has observed that large regional hospital systems often invest in their facilities when there is a competitor located nearby. The City of Deltona in Volusia County would be a good model to follow. On the other hand, the City could benefit from having a hotel that contains a *convention center*, or *meeting spaces* located within City limits to serve the large Palm Bay employers.

## Goal PR-3: Strengthen the City's Commercial Corridors

While Palm Bay has both a large population and employment bases, its amount of commercial activity is insignificant. This condition affects the City in many ways. For example, there are large expanses of land on both the City's north and south sides without any nonresidential uses. One can imagine this can be inconvenient for residents living within these neighborhoods. On the other hand, an executive working for a large business in Palm Bay would need to drive outside the City to take his clients to lunch. Therefore, this is a situation that needs to be prioritized. The City's commercial corridors also remain primarily underdeveloped. The nonresidential uses are intermingled with residential and vacant parcels, which breaks the corridor's continuity. Because of this, the ECFRPC recommends that the City aggressively use an infill and redevelopment strategy to strengthen these corridors by identifying infrastructure gaps, changing zoning and building codes, and investing as needed.

### *Attract more businesses within traded industries*

1: Target healthcare companies to open medical facilities in Palm Bay

2: Work to attract a hotel with a convention or meeting space

### *Use infill and redevelopment strategy to drive economic development*

1: Reinforce existing redevelopment taskforce

2: Reinforce that all new residential developments to have a commercial component (New PUD's have a required minimum of 5 AC's)

3: Continue to identify potential vacant sites across the City that could house non-residential land uses

4: Promote the concept of switching from septic to sewer to properties in critical corridors

5: Continue the exploration of altering land development regulations for more redevelopment within commercial corridors

6: Reinforce the Commercial Office and Residential zoning district to allow for the seamless transition between residential and nonresidential uses

7: Use the state and federal brownfields programs to assist with redevelopment activities



# PROSPERITY

Palm Bay should also actively engage with the business community to develop a more robust commercial sector. Based on occupational license data, the City is home to many microbusinesses (1-3 employee establishments) that could benefit from technical and financial assistance to grow. This includes developing commercial shared spaces where they can share high-end equipment they might not be able to afford on their own. While City’s commercial corridors may not qualify for an official Main Street designation, City officials should investigate this model to organize the local business community.

Finally, the City should also develop strong partnerships with its anchor institutions to further economic development. This could happen in two main ways. First, these institutions usually have a substantial capital improvement program to expand their operations, and the City can treat these investments as an opportunity to redevelop these corridors. At the same time, these large institutions buy large amounts of goods and services. Here, the City can connect these institutions with local suppliers.

<i>Assist micro businesses with scaling up their operations</i>
1: Continue to support small business development council
2: Promote the use and development of shared spaces
<i>Use the City's anchor institutions to drive economic development</i>
1: Develop strong partnerships with the City's anchor institutions to learn about their activities
2: Encourage linkages between the anchor institutions and local firms
3: Identify how to "piggyback" with the institution's capital improvement projects to spur infill redevelopment within their corridors

# APPENDICES



# APPENDIX A: BLS SUPER SECTORS DEFINITION

The Bureau Labor Statistic’s Supersectors are aggregations of industries that help to facilitate the analysis of employment and business data. Industries are grouped into the eleven different subgroups:

- Natural Resources: Comprised of all establishments within the Agriculture and Mining industry sectors including farms, ranches, mines, and quarries, among others.
  - Construction: Comprised of all establishments primarily engaged in the construction of buildings and infrastructure projects including general contractors and home builders, among others.
  - Manufacturing: Comprised of all establishments engaged in the mechanical, physical, and chemical transformation of materials into new products such as bakeries, plants, and mills.
  - Trade, Transportation and Utilities: Comprised of all establishments within the Utilities, Whole Sale Trade, Retail Trade, and Transportation and Warehousing industry sectors including electric power plants, food distributors, supermarkets, and charter bus companies, among others.
  - Information: Comprised of all establishments that produce and disseminate information and cultural products, and process data such as libraries, video game developers, and broadcasting companies.
  - Financial Activities: Comprised of all establishments within the Finance, Insurance, Real Estate and Leasing industries such as financial planners, insurance agents, realtors, and equipment rental establishments.
  - Professional and Business Services; Comprised of all establishments within the Professional, Scientific and Technical Services and Administrative and Support and Waste Management and Remediation services. Examples of these companies include architectural and engineering firms, law offices, travel arrangement services, and janitorial companies.
  - Education and Health Services: Comprised of all establishments with the Educational Services and Health Care and Social Assistance industry sectors including elementary schools, universities, hospitals, and daycare centers, among others.
  - Leisure and Hospitality: Comprised of all establishments within the Arts, Entertainment, and Recreation and Accommodation and Food Services industry sectors including performing arts companies, museums, hotels, and fast-food restaurants, among others.
- Personal Services: Comprised of all establishments providing and array of direct services to the public including beauty salons, repair and maintenance, and social service organizations, among others.

Aggregation of Industries by Supersector	# of P.B Businesses
<b>Natural Resources &amp; Mining</b>	<b>1</b>
Agriculture	1
<b>Construction</b>	<b>18</b>
Construction	18
<b>Manufacturing</b>	<b>31</b>
Manufacturing	31
<b>Trade, Transportation, &amp; Utilities</b>	<b>254</b>
Utilities	0
Wholesale Trade	13
Retail Trade	221
Transportation and Warehousing	20
<b>Information</b>	<b>11</b>
Information Services	11
<b>Financial Activities</b>	<b>114</b>
Finance and Insurance	44
Real Estate and Leasing	70
<b>Professional &amp; Business Services</b>	<b>103</b>
Professional, Scientific, and Technical Services	68
Management of Companies and Enterprises	0
Administrative and Support Services	35
<b>Education &amp; Health Services</b>	<b>173</b>
Educational Services	29
Healthcare and Social Assistance	144
<b>Leisure &amp; Hospitality</b>	<b>118</b>
Arts Entertainment and Recreation	8
Accomodation and Food Services	110
<b>Other Services</b>	<b>163</b>
Other Personal Services	163

## APPENDIX B: METRICS DEFINITIONS

### Land Use Metrics

Using information from Brevard Property Appraiser, the ECFRPC developed a series of metrics to measure the current health and vitality of these business corridors. These variables are explained in more detail below:

- **Total Assessed Value:** The assessed value is the dollar value assigned to a property to measure applicable taxes. This value is the sum of all assessed values within the corridor.
- **Average Assessed:** This is the average assessed value of all parcels within the study corridor.
- **Total Taxable Value:** The taxable value of a property is reached when one subtracts all the exemption (such as homestead exemption) from the assessed value. This variable includes the sum of all properties within this corridor.
- **Average Taxable Value:** This is the average taxable value of all parcels within the study corridor.
- **Average Parcel Size:** This is the average size of all the parcels located within a corridor. The size of all individual properties is estimated using GIS software. Buildings within smaller parcels are usually constrained because of inadequate infrastructure remaining vacant much longer.
- **Total Parcels:** This is the total number of parcels found within the corridor study area. The ECFRPC used its existing land use layer to identify parcels.
- **Total Area of Corridor:** The area of the corridor, measured by acreage, as estimated using GIS software.
- **Percentage of Office Parcels:** The ECFRPC used its existing land use layer to identify office parcels within the corridors based on information from the Brevard County Property Appraiser.
- **Percentage of Commercial Parcels:** The ECFRPC used its existing land use layer to identify commercial parcels within the corridor based on information from the Brevard Property Appraiser.
- **Vacant Parcels Percentage:** The ECFRPC used its existing land use layer to identify vacant parcels within the corridor. This information was corroborated using Google Maps.



# Corridor Land Use Analysis

Corridor	Renezas	Palm Bay Road	Palm Bay I95 Interchange	Minton	Malabar	Fairview	Bayside Cogan	Bayfront
Total Area of Corridor (Acres)	591.9	395.9	196.4	231.3	821.9	109.9	110.7	211.6
Total Parcels	122	196	89	48	574	145	45	391
Average Parcel Size (Acres)	4.9	2	2.2	4.8	1.4	0.8	2.5	0.5
Vacant Parcels %	7.8%	18.9%	16.0%	36.5%	41.5%	6.8%	26.1%	22.7%
Office Parcels %	9.3%	10.6%	3.2%	4.4%	2.5%	3.2%	9.1%	3.0%
Commercial Parcels %	4.4%	31.4%	42.2%	26.5%	24.3%	14.2%	26.0%	17.1%
Industrial Parcels %	65.4%	6.6%	5.9%	9.0%	4.8%	13.0%	4.1%	3.1%
Total Assessed Value (Millions)	\$186.2	\$163.8	\$62.4	\$65.5	\$212.2	\$23.3	\$34.2	\$65.2
Average Assessed Value of Parcels (Thousands)	\$1,526.5	\$835.9	\$701.3	\$1,363.9	\$369.7	\$160.4	\$760.7	\$166.7
Total Taxable Value (Millions)	\$178.8	\$138.6	\$57.4	\$54.9	\$150.3	\$18.4	\$28.1	\$51.5
Average Taxable Value (Thousands)	\$1,465.5	\$707.1	\$644.6	\$1,144.3	\$261.9	\$126.6	\$625.3	\$131.6

Sources: Brevard County Property Appraiser

## APPENDIX B: METRICS DEFINITIONS

### Economic Vitality Metrics

Using information from Palm Bay Tax Receipts and the Data Axle/Infogroup business database, the ECFRPC developed several metrics to measure the performance of these corridors and allow to compare them against each other. These variables are explained in more detail below:

- **Total Number of Businesses:** This is the total number of businesses found within each corridor based on the number of business tax licenses receipts.
- **Number of Employees:** This is the sum of all people employed by each of the businesses located within the corridor. Since the number of businesses can vary per corridor, the ECFRPC also calculated the average number of employees by business.
- **Total Sales:** This variable measures the gross level of business revenue which includes both the costs of labor and materials (intermediate inputs) and value-added activities (compensation and profits). Since sales can vary based on the number and type of businesses, the ECFPC also calculated the average sales by business.
- **Business Age:** This average measures the age of all businesses located within the corridor. This information is based on the number of years that these businesses have been included in the Data Axle/Infogroup database.
- **Percent of Local Businesses:** This variable measures the ratio of “mom and pop” (independent) businesses located within a corridor. This definition excludes both franchises and corporate branch offices.
- **Dominant Industry:** All Palm Bay businesses are assigned a two-digit industry code based on the nature of the establishment’s operations. This variable states the predominant industry in each of the corridors.
- **Percent Traded:** As defined previously, a traded business is one that derives most of its sales from outside markets. As defined for this project, traded industries includes most businesses within the manufacturing (31-33), wholesale trade (42), transportation and warehousing (48-49), and accommodation (721) industries. It also includes businesses that supply services to the aviation/aerospace and watercraft industry clusters.
- **Cluster Establishments:** This variable states whether there are any establishments located within the corridor that directly serve the aviation/aerospace, tourism or watercraft industries. This definition excludes any of the “destination” retail and food service establishments found within the City.
- **Private Investment:** The value of all non-residential building permits within the last five years. This is used as a proxy of all private investment within the corridor.



# Economic Vitality Metrics

Economic Vitality Index								
Corridor	Bayfront	Bayside Cogan	Fairview	Malabar	Minton	Palm Bay i95	Palm Bay Road	Renezas
Total Number of Businesses	81	50	30	274	63	76	247	165
Average Business Age (Years)	12	10.8	10.7	11.4	11.3	11.4	2.2	10.7
Total Number of Employees	508	471	296	4030	674	839	2361	8023
Business Size	6	9	10	15	11	11	10	49
Total Sales (Millions)	\$56.4	\$34.2	\$66.8	\$505.4	\$92.5	\$162.8	\$329.0	\$1,483.7
Average Sales (Thousands)	\$695,722	\$684,098	\$2,228,183	\$1,844,685	\$1,467,802	\$2,139,341	\$1,331,893	\$8,992,319
Dominant Industry	Services	Healthcare	Manufacturing	Retail	Retail	Retail	Retail	Manufacturing
Local %	89%	62%	71%	68%	74%	81%	70%	59%
Traded %	2%	0%	2%	1%	1%	9%	20%	2%
Cluster	Yes	No	Yes	Yes	No	No	Yes	Yes
Private Investment (Millions)	\$3.5	\$10.0	\$1.5	\$29.6	\$21.2	\$23.9	\$25.3	\$67.2

Sources: City of Palm Bay Tax Receipts, City of Palm Bay Building Permits 2016-2021, Data Axle/Infogroup, ECFRPC Analysis

APPENDIX C: STRATEGIC PLAN

Goal	Strategies and Major Tasks	Strategy Focus				Potential Partners	Potential Funding Sources
		Reinforce	Address	Prepare	Pivot		
Goal PE-1 Integrate Palm Bay's Residents into the City's Civic Life	Strategy PE-1-1: Steer the City's young residents towards high demand careers						
	Task 1: Promote the development of vocational and short-term career programs that lead to careers in targeted industries			x		Eastern Florida State College, Florida Tech	Local Funds
	Task 2: Encourage technology employers to develop apprenticeship and internship programs for students	x				CareerSource Brevard, Palm Bay Chamber of Commerce, Brevard County School Board	CareerSource
	Task 3: Support the development of STEM summer camps and afterschool experiences	x				CareerSource Brevard, Brevard County School Board	Department of Education
	Task 4: Continue to support CareerSource Brevard initiatives			x		CareerSource Brevard, Florida Eastern College, Brevard County School Board, Space Coast EDC, Palm Bay Chamber of Commerce, Large Employers	Local Funds
	Strategy PE-1-2 Celebrate the City's diversity and use it to improve the current business environment						
	Task 1: Consider developing a City taskforce to celebrate the Palm Bay's diversity	x				Palm Bay Chamber of Commerce, Civic Organizations	Local Funds
	Task 2: Promote the introduction of English classes		x			Brevard County Library Services	Brevard County Funding Opportunity
	Task 3: Explore how to best use the new resident's skills to develop new businesses	x				Small Business Development Center, Palm Bay Chamber of Commerce	Local Funds
	Task 4: Host a Doing Business with the City event to connect with small businesses			x		Small Business Development Center, Palm Bay Chamber of Commerce	Chamber of Commerce, Local Funds
	Task 5: Develop leadership academy to educate residents about City and available services	x				Palm Bay Chamber of Commerce	Local Funds



Goal	Strategies and Major Tasks	Strategy Focus				Potential Partners	Potential Funding Sources	
		Reinforce	Address	Prepare	Pivot			
Goal PE-2 Increase Educational Attainment by Eliminating Workforce Barriers	Strategy PE-2-1 . Partner with organizations that serve underserved populations to promote wraparound services/infrastructure to the community							
	Task 1: Identify organizations that focus on serving underserved populations		x			Goodwill Industries Central Florida, local churches, non-profit organizations	Local Funds	
	Task 2: Support organizations that teach residents both soft and hard skills			x		Goodwill Industries Central Florida, local churches, non-profit organizations	Local Funds	
	Task 3: Assist organizations that steer residents toward career pathways			x		Goodwill Industries Central Florida, local churches, non-profit organizations	Local Funds	
	Strategy PE-2-2:. Promote the development of wraparound services/infrastructure to the community							
	Task 1: Identify the availability of affordable child care services within Palm Bay		x			Brevard County Early Learning Coalition	Local Funds	
	Task 2: Identify food pantry services within the community		x			Brevard County Housing and Human Services Department	Local Funds	
	Task 3: Coordinate with public transit agency to improve service to employment centers		x			Space Coast Area Transit	Local Funds	

Goal	Strategies and Major Tasks	Strategy Focus				Potential Partners	Potential Funding Sources
		Reinforce	Address	Prepare	Pivot		
Goal PL-1: Develop Spaces that Further Economic Development	Strategy PL-1-1: Use place making strategies to activate the City's commercial corridors						
	Task 1: Encourage the development of public and private third places such as parklettes, farmers markets, and other non permanent uses to attract people to the area		x				National Endowment for the Arts-Our Town Grant
	Task 2: Encourage way finding and signage to give identity to business corridors		x				Local Funds
	Task 3: Develop a tactical urbanism program focused on activating the different business corridors		x			APA Florida Atlantic Coast Section	APA Florida Chapter POP Grants
	Strategy PL 1-2: Develop a downtown area for the City of Palm Bay						
	Task 1: Work with planning consultant and community to determine the best location for the new downtown area		x				Local Funds
	Task 2: Continue to work with private owners to develop the City's waterfront		x				Local Funds
	Strategy PL-1-3: Develop new employment centers within the City of Palm Bay						
	Task 1: Evaluate vacant property locations in the City or nearby area that could be used to develop industrial parks			x			Local Funds
	Task 2: Evaluate financing options for the development of new industrial areas			x		Florida Development Finance Corporation	Local Funds
	Task 2: Develop at least one industrial park based on the findings of study			x			Florida Job Growth Fund
	Task 2: Protect and prepare land close to the I-95 interchanges to allow for the development of non residential uses			x			Local Funds
	Task 3: Discourage the conversion of properties with non residential entitlements to residential uses				x		Local Funds
	Strategy PL-1-4: Revise the City's land use codes to allow for more production uses						
	Task 2: Facilitate the development of urban agriculture uses in vacant parcels			x		ECFRPC	Local Funds , USDA Food Systems Grants
Task 2: Allow small scale manufacturer's to locate in commercial areas			x			Local Funds	



Goal	Strategies and Major Tasks	Strategy Focus				Potential Partners	Potential Funding Sources
		Reinforce	Address	Prepare	Pivot		
Goal PL-2: Use the City's Natural Assets to Spur Economic development	Strategy PL-2-1: Develop strategies to protect the Indian River Lagoon						
	Task 1: Target properties near the Indian River Lagoon for connection to sewer				x	State of Florida Department of Environmental Protection	State of Florida Resiliency Grants
	Task 2: Develop a list of local mitigation projects that could assist with the healing of the Lagoon				x	State of Florida Department of Environmental Protection, UF/IFAS Extension Office in Brevard County, ECFRPC, Stetson University	Local Funds
	Task 3: Develop activities that could bring Palm Bay residents closer to the City's waterfront	x					Local Funds
	Task 4: Explore opportunities to bring ecotourism businesses to the City				x	Palm Bay Chamber of Commerce	Local Funds

Goal	Strategies and Major Tasks	Strategy Focus				Potential Partners	Potential Funding Sources
		Reinforce	Address	Prepare	Pivot		
Goal PR-1 Use the City's High Technology Sector as a Magnet to Attract New Talent, Businesses, and Investment	Strategy PR 1-1:. Rebrand the City as a location for high tech businesses						
	Task 1: Develop a taskforce of regional economic stakeholders to develop a marketing plan for the City of Palm Bay	x				City of Palm Bay, Palm Bay Chamber of Commerce, Space Coast EDC, Career Source Brevard. Large Employers	Local Funds
	Task 2: Develop marketing materials that showcase the City as a great location for high tech businesses	x				Space Coast EDC, Palm Bay Chamber of Commerce	Local Funds
	Task 3: Partner with businesses to develop videos that showcase the different technologies that they produce	x				Space Coast EDC, Palm Bay Chamber of Commerce	Local Funds
	Strategy PR 1-2:. Engage large employers in the City's community development efforts						
	Task 1: Connect with leaders from the City's large businesses to have them serve on City Boards	x				City of Palm Bay, Lead Brevard	Local Funds
	Task 2: Partner with local businesses to assist with business recruitment	x				Palm Bay Chamber of Commerce	Local Funds
	Task 3: Connect with large businesses to help them sponsor community events	x				Palm Bay Chamber of C0mmerce	Local Funds
	Strategy PR-1-3:. Use the business cluster strategy to attract new investment						
	Task 1: Concentrate recruitment efforts in attracting businesses within the telecommunications, semiconductor, aviation, and chemical services	x				Space Coast EDC, High Tech Corridor Council	Local Funds
	Task 2: Promote the creation of meet up groups and organizations for technology entrepreneurs				x	Palm Bay Chamber of Commerce, Small Business Development Center	Local Funds
	Task 3: Connect technology entrepreneurs with spaces that have the infrastructure to assist their needs	x				Palm Bay Chamber of Commerce, Florida Institute of Technology,	Local Funds



Goal	Strategies and Major Tasks	Strategy Focus				Potential Partners	Potential Funding Sources
		Reinforce	Address	Prepare	Pivot		
Goal PR-2 Diversify the City's Economic Base	Strategy PR 2-1: Attract more businesses within traded industries						
	Task 1: Target prospective health care companies that might want to open medical facilities in Palm Bay			x			Local Funds
	Task 2: Work to attract a hotel with convention or meeting space		x				Local Funds

Goal	Strategies and Major Tasks	Strategy Focus				Potential Partners	Potential Funding Sources	
		Reinforce	Address	Prepare	Pivot			
Goal PR-3 Strengthen the City's Commercial Corridors	Strategy PR-3-1:. Use infill and redevelopment strategy to drive economic development							
	Task 1: Reinforce existing redevelopment plans for the City of Palm Bay		x				DEO Technical Assistance Grants	
	Task 2: Reinforce that all new residential developments to have a commercial component (New PUD's have a required minimum of 5 AC's)		x				Local Funds	
	Task 3: Continue the identification of potential vacant sites across the City that could house non-residential land uses		x				Local Funds	
	Task 4: Change properties in critical corridors from septic to sewer		x			Florida Department of Environmental Protection	State of Florida Resiliency Grants	
	Task 5: Continue the exploration of how building and zoning codes could be changed to allow for more redevelopment within commercial corridors		x			ECFRPC	DEO Technical Assistance Grants	
	Task 6: Reinforce the Commercial Office and Residential zoning district to allow for the seamless transition between residential and non residential uses.		x			ECFRPC	DEO Technical Assistance Grants	
	Task 7: Use the state and federal brownfields programs to assist with redevelopment activities		x			ECFRPC, Florida Department of Environmental Protection	US Brownfield Assessment and Clean Up Grants, State Voluntary Cleanup Tax Credit	
	Strategy PR-3-2: Assist micro businesses with scaling up their operations							
	Task 1: Develop events where small businesses could meet with commercial banking and financial institutions		x			Palm Bay Chamber of Commerce, Small Business Development Center	Local Funds	
	Task 2: Explore developing a small business grant program based on best practices		x			Palm Bay Chamber of Commerce, Small Business Development Center	Local Funds	
	Task 3: Promote the use and development of shared spaces within the City of Palm Bay			x		Palm Bay Chamber of Commerce, Small Business Development Center	Local Funds	
	Strategy PR-3-3: Use the City's anchor institutions to drive economic development							
	Task 1: Develop strong partnerships with the City's anchor institutions to learn about their activities		x			Florida Eastern College, Florida Tech, Health First, Brevard County Public Schools, other high level institutions	Local Funds	
	Task 2: Encourage linkages between the anchor institutions and local firms			x		Florida Eastern College, Health First	Local Funds	
	Task 3: Identify how to "piggy back" with the institution's capital improvement projects to spur infill redevelopment within their corridors			x		Florida Eastern College, Florida Tech, Health First, Brevard County Public Schools	Local Funds	





## LEGISLATIVE MEMORANDUM

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

**FROM:** Suzanne Sherman, City Manager

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

**DATE:** 2/2/2023

**RE:** Consideration of a Proportionate Fair Share Agreement with Development Partners, LLC for a development project known as Palm Breeze Apartments.

Development Partners, LLC has submitted a site plan for a multi-family residential project within the city limits of Palm Bay, generally located at Jupiter Boulevard and San Filippo Drive SE. As part of the approval process, a traffic study dated January 2023 identified several roadway improvements. Based on these roadway improvements, the Engineer of Record, Kimley-Horn, prepared a recent traffic analysis to determine the availability of roadway capacity to serve the project. The results of the traffic impact analysis indicated insufficient roadway capacity; and therefore, require the Developer to contribute their Proportionate Fair Share (PFS) cost for necessary roadway improvements. The transportation impact fees to be generated for this project are estimated at \$673,427, which will include the Proportionate Fair Share for this multi-family project, estimated to be \$220,583. This estimate includes \$114,301 for signalization at the intersection of San Filippo Road and Jupiter Boulevard, \$102,282 for roadway widening improvements on Malabar Road from San Filippo Road to Interstate 95, and \$4,000 for signal retiming and optimization at the intersection of Malabar and San Filippo Roads.

The projects total Proportionate Fair Share (PFS) for the required road improvements, as outlined in Section 2 of the PFS Agreement, shall be \$220,583, as calculated in accordance with section 163.3180(5)(h), Florida Statutes. Since the Developer is contributing transportation impact fees as their fair share cost of the roadway improvements through a PFS agreement, a development agreement is not required. The PFS agreement outlines the responsibilities for both the City and Developer relating to roadway improvements.

### **REQUESTING DEPARTMENT:**

Growth Management

### **FISCAL IMPACT:**

There is no fiscal impact at this time and costs to the Developer for the roadway improvements will be reviewed for both impact fee value and impact fee credit.

### **RECOMMENDATION:**

Motion to approve the Proportional Fair Share Agreement with Development Partners, LLC for a development project known as 'Palm Breeze Apartments'.

**ATTACHMENTS:****Description**

**Palm Breeze PFS Agreement executed by KPG**

**Palm Breeze Apartments Site Plan**



## **PROPORTIONATE FAIR SHARE AGREEMENT**

**THIS AGREEMENT** (Agreement) is made this 19<sup>th</sup> day of January 2023, by and between City of Palm Bay (“City”) and Kittle Property Group, Inc. (“Developer”).

### **RECITALS**

**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; and

**WHEREAS**, a traffic impact analysis of the existing road network in the vicinity of the Project was performed to determine the availability of roadway capacity to serve the Project; and

**WHEREAS**, the results of the traffic impact analysis indicate that insufficient roadway capacity exists in the vicinity of the Property without the anticipated traffic impacts of the Project; and

**WHEREAS**, Florida Statutes §163.3180(5)(h) authorizes payment of proportionate fair share mitigation funds as an alternative to demonstrating traffic concurrency in certain circumstances, but specifically exempts backlogged failures from the requirement for proportionate fair share payment; and

**WHEREAS**, certain traffic impacts were identified around the development and payment for such site related improvements are set forth in this Agreement; and

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, and with the intent to be legally bound and to bind their successors and assigns, the Owner/Developer and City do hereby agree as follows:

#### **Section 1. Recitals**

The above recitals are true and correct and form a part of this Agreement.

#### **Section 2. Project Identification**

The proposed Project is known as San Filippo Multifamily project (dba Palm Breeze Apartments) and is located at southwest corner of San Filippo Drive and Jupiter Blvd in the City of Palm Bay.

#### **Section 3. Proportionate Share Payment**

- A. The total proportionate share payment for the required road improvements shall be **\$220,583**. This amount was calculated in accordance with the methodology provided for in section 163.3180(5)(h), Florida Statutes, based on the Traffic Study for San Filippo Multifamily prepared by Kimley Horn dated revised January 2023 that was reviewed and approved by the City Engineer and by agreement of the parties as provided in (B, C, D & E) of this section. The table below in section “B” summarizes the improvements and proportionate share calculations.

- B. The Project shall impact two intersections along San Filippo Drive and segment of Malabar Road resulting in the need for the improvements identified below:

Item	Location	Improvement	Proportionate Share Cost
1	San Filippo at Jupiter	Signalization	\$114,301.00
2	Malabar Road segment from San Filippo to I-95	Roadway widening improvements	\$102,282.00
3	Malabar Road at San Filippo	Signal retiming and optimization	\$4,000
		<b>Total Proportionate Share Cost</b>	<b>\$220,583</b>

C. Project description for the three improvements:

1. Item 1 is an intersection improvement at San Filippo Drive at Jupiter Blvd to install dual westbound left turn lanes, install new 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 roadway widening and turn lane improvements for Malabar Road from San Filippo to I-95
3. Item 3 is traffic signal timing optimization for Malabar Road at San Filippo Blvd.

- D. If Owner/Developer does not pay the Proportionate Fair Share within one year of the date of the execution of this Agreement by all parties, then the Proportionate Fair Share shall be revised based on the applicable Florida Department of Transportation published inflationary rate.

- E. Owner/Developer acknowledges that the payment of the Proportionate Fair Share does not release the Owner/Developer from payment of any other City development or building related fees including Fair Share Impact Fees, or such other City fees as may be prescribed by law. Moreover, Proportionate Fair Share contributions shall be applied as a credit against impact fees and subject to reduction as provided in Palm Bay City Code §183.37 and Florida Statute §163.3180(5)(h)(2)(e).

**Section 4. 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 parties as follows:

**Owner/Developer:**

Kittle Property Group, Inc.  
Attn: Jeffrey L. Kittle, President & CEO  
310 E. 96th Street, Suite 400  
Indianapolis, IN 46240

**City:**

Suzanne Sherman, City Manager  
120 Malabar Road SE  
Palm Bay, FL 32907



**With a copy to:**

Patricia Smith, City Attorney  
120 Malabar Road SE, Suite 201  
Palm Bay, FL 32907

**Section 5. 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.

**Section 6. Entire Agreement; Amendment.**

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.

**Section 7. 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.

**Section 8. Assignment.**

This Agreement may not be assigned without the prior written consent of the other party, and all the terms and conditions set forth shall inure to the benefit of and shall bind all future assignees.

[Remainder of Page Intentionally Left Blank]

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

WITNESSES:

Kelly Jones  
Signature of Witness #1

Kelly Jones  
Print or type name

Jenice Myers  
Signature of Witness #2

Jenice Myers  
Print or type name

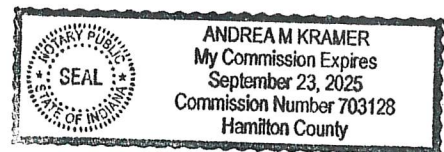
OWNER/DEVELOPER

By: [Signature]  
Name: Jeffrey L. Kittle  
Title: Owner

STATE OF ~~FLORIDA~~ Indiana  
COUNTY OF Hamilton

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or online notarization this 19th of January, <sup>2023</sup> ~~2022~~, by Jeffrey L. Kittle (representative's name) as Owner (title) of Kittle Property Group, Inc. (Owner/Developer's name), who is personally known to me or who has produced \_\_\_\_\_ as identification.

Andrea M. Kramer  
Signature of Notary





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

ATTEST:

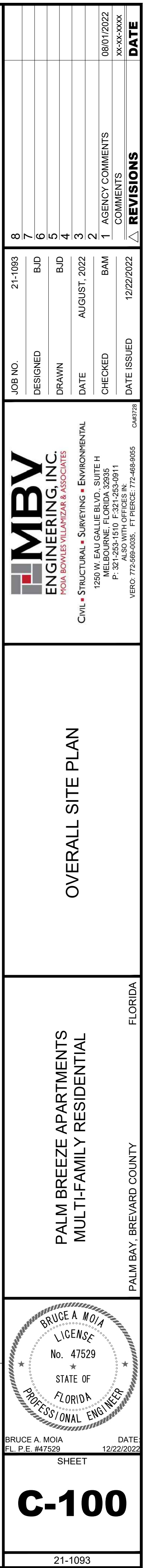
\_\_\_\_\_  
Terese Jones, City Clerk

By: \_\_\_\_\_  
City Manager

Approved as to form:

\_\_\_\_\_  
City Attorney









## **LEGISLATIVE MEMORANDUM**

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

**FROM:** Suzanne Sherman, City Manager

**THRU:** Joan Junkala-Brown, Deputy City Manager

**DATE:** 2/2/2023

**RE:** Consideration of the City's 2023 federal legislative priorities.

In collaboration with the Alcalde & Fay, staff has identified the City's proposed 2023 federal legislative priorities comprised of the most immediate and significant City projects and infrastructure needs. These priorities, if approved, will be presented and advocated for on behalf of the City to Senators Scott & Rubio and Representative Posey as well as federal agencies and staff with whom the City's federal lobbying team, Alcade & Faye, will pursue collaboration and engagement.

Unlike the City's state legislative priorities which may be considered during a three-month state legislative session, the preliminary federal priorities assessment should also allow for shifts in appropriations environments which may occur during the 117<sup>th</sup> Congress while in session throughout the year and impact federal lobbying effort and focus. Council will be kept apprised of the status of all lobbying efforts with requests for additional authorization as needed and as funding is passed through our state agencies as formula and competitive funding opportunities.

Staff is requesting consideration for support of three major funding needs, which are critical to the City's transportation and environmental concerns, as part of the City's 2023 federal legislative priorities.

- **Malabar Road Widening** – \$5 million in appropriations or grant support for the construction of the widening of Malabar Road from Minton Road to St. Johns Heritage Parkway. The Malabar Road Widening for an approximately 4-mile stretch of road running from Minton Road west to St. Johns Heritage Parkway is estimated to cost nearly \$100 million in right-of-way acquisition, utility relocates, and construction. The City will apply for state and federal grant funds from programs such as the PROTECT Formula Program under the Bipartisan Infrastructure to advance this regionally critical road widening project. City staff will identify a multi-year/multi-phase approach to completing this project and seek appropriations and apply for funding to complete this regionally significant widening project. Malabar Road is currently in the Project Development and Environment Study (PD&E) phase and estimates completion of the PD&E in June 2023. On February 17, 2022, Palm Bay City Council allocated \$7 million for the design and engineering for Malabar Road widening. On December 8, 2022, the Space Coast Transportation Planning Organization set aside \$2.9 million towards the design and engineering, to commence with the procurement phase in July 2023.

- St Johns Heritage Parkway Widening – \$5 million in appropriations or grant support for the construction of the widening of St. Johns Heritage Parkway (SJHP) from Malabar Road north to Emerson Road. This 2.25-mile stretch of roadway serves as a regional corridor providing alternative transportation access and a hurricane evacuation route for the southern portion of Brevard County. The Parkway also serves as an incident management corridor, diverting traffic from congested areas or accidents along Interstate 95. This stretch of the Parkway is currently two lanes and will serve existing and future residents, including 13 new development projects adding approximately 6,289 new residential units immediately west of and adjacent to the Parkway. The City will apply for state and federal grant funds from programs, such as the PROTECT Formula Program under the Bipartisan Infrastructure to advance this regionally critical road widening project. The City is currently seeking State appropriations or grant support in the amount of \$2.3 million (with the City matching \$1 million) for the design and engineering of said widening during the 2023-2024 Florida legislative session.
- Turkey Creek Water Quality Improvement Projects – \$4,780,484 in appropriations or grant support for water quality improvement projects as recommended by the City's Turkey Creek Restoration Feasibility Study. The City will apply for funds under the Florida Clean Water Act Section 319(h) Grant, Save Our Indian River Lagoon (SOIRL) funding for all seven bioswale, pond, and baseflow improvement projects recommended by the Study. Turkey Creek is a local tributary feeding into the Indian River Lagoon, an estuary of national importance. As a City with many recreational amenities and eco-tourism centered around the water, the health of Turkey Creek is important to the community and to the subsequent health of the Indian River Lagoon.
- FEMA's Assistance to Firefighters Grant – Approximately \$585,000 in appropriations or grant support for the purchase of P-25 compliant radios under the category of Safety and Operations, specifically 37 firefighter radios (one per seat), seven (7) command staff radios, and 13 mobile radios. The City's required grant match of 10% is \$58,500. As the City experiences rapid and unprecedented growth, we are continually seeking out grants and other funding opportunities to increase capacity in constructing new stations, acquiring new engines, quint, brush truck and other apparatus as well as necessary equipment, some of which cannot be funded through impact fees. The City is approaching 50% build-out with many new development projects (over 10,000 new residential units) anticipated by 2024. As the City has historically and remains primarily a residential community with a 3% cap on ad valorem tax revenues outside of new construction, funding the needs of a rapidly growing community is challenging.

#### **REQUESTING DEPARTMENT:**

City Manager's Office

#### **FISCAL IMPACT:**

If funding allocations are awarded to the City, this will result in an increase in revenues and will impact the operating accounts for Public Works and Fire Departments. Grant support could result in a required match; however, staff will bring back such grant awards and agreements for City Council consideration.

#### **RECOMMENDATION:**

Motion to approve the 2023 federal legislative priorities; and authorize the Deputy Mayor to execute letters of support to Senators Rubio and Scott, and Congressman Posey.





## LEGISLATIVE MEMORANDUM

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

**FROM:** Terese Jones, City Clerk

**DATE:** 2/2/2023

**RE:** Consideration of amending Chapter 5, Types of Meetings, of Council's Policies and Procedures, by modifying the distribution date of agenda packets for regular meetings. (Mayor Medina)

Staff has prepared an amendment to Council's Policies and Procedures, Chapter 5, Types of Meetings. The amendment modifies the distribution and website posting date of the regular meeting agenda packet from Friday to Thursday.

**REQUESTING DEPARTMENT:**

Legislative

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

Motion to approve the amendment to Section 5.1, Regular Meetings, of Council's Policies and Procedures, to change the distribution date of the regular meeting agenda packet from Friday to Thursday.

**ATTACHMENTS:**

**Description**

**Council Policies - Regular Meeting Agenda Packets**

## CHAPTER 5

### TYPES OF MEETINGS

#### 5.1 REGULAR MEETINGS

A. Beginning January 2023, regular meetings shall be held at least twice each month; the first and third Thursday of each month, except for June. Council may change the meeting days when deemed necessary as long as two meetings a month are held. In the event that a regular meeting falls on a legal holiday, the council shall determine a new date for the meeting. City staff may make recommendations to the council as to the new date. (Charter s. 3.081)

B. Meetings of council shall be held at city hall or other municipal buildings. (Charter s.3.08)

C. Regular meetings shall be held at the hour of 6:00 P.M. and shall have a curfew of 11:00 P.M., except that upon a motion for each, two (2) thirty (30) minute extensions may be approved by council to continue past the adjournment hour. All unfinished business at adjournment shall be carried to the beginning of the next regular council meeting and considered prior to the first Public Comments section on the agenda, unless prior to adjournment, items are placed on a special meeting agenda.

D. Agenda Packets. A meeting agenda packet is prepared by the city manager and city clerk which, along with supporting documents and reports, is placed in Outlook, under All Public Folders, in a folder labeled 'Agenda – RCM (date of meeting)' >>posted on the City's website<<, by Friday >>Thursday<< prior to the Thursday meeting >>date<<. This allows for perusal by council of the items to be considered at the meeting and time to meet with the city manager in regards to any of the items.

#### 5.2 SPECIAL MEETINGS

A. Special meetings may be held at the call of the mayor or any member of the council. (Charter s. 3.081)

B. Whenever practicable, verbal and written notice must be given to each member of council and to the public no less than twenty-four (24) hours prior to each meeting. (Charter s. 3.081)

C. The agenda shall state the specific purpose or purposes of the meeting. No additional items are allowed to be considered at this time. (Charter s. 3.081)



### **5.3 WORKSHOP MEETINGS**

A. The primary purpose of workshop meetings is to discuss or brainstorm, on an informal basis, issues of concern, or for the presentation and discussion of information.

B. Workshop meetings may be requested by individual councilmembers, but are usually scheduled by the council as a body.

C. Workshop meetings will be held at a date and time determined by council. All unfinished business at adjournment shall be carried to another scheduled workshop.

D. Due to the meeting's informality, formal action by motions is not considered appropriate. The council may provide staff members with the direction in which it wishes to proceed with an issue, but should formalize the instruction at a regular meeting. Substantive decisions shall not be made at workshops.

E. Public interest and convenience shall be primary considerations when decisions are made as to time, location, and frequency of workshop meetings.

### **5.4 EXECUTIVE SESSIONS**

A. Executive sessions are meetings held by the city council in private and are not subject to the sunshine law due to the privileged material to be discussed. The following meetings are executive sessions:

1. Collective Bargaining

- a. Collective bargaining meetings are requested by the city manager. It is a meeting held, in private, with the city manager or his/her designee, the city's negotiator, and the city council, relative to collective bargaining ([FS 447.605](#)).
- b. The sole purpose of this meeting is merely to instruct and consult with the negotiator before and during the collective bargaining sessions.
- c. Meetings can only be held when there are actual and impending collective bargaining negotiations.

City of Palm Bay, Florida  
Council Policies and Procedures  
Chapter 5 - Types of Meetings

2. Attorney-Client Sessions

- a. The city attorney will advise the city council at a public meeting when he/she desires advice concerning pending litigation ([FS 286.011\(8\)](#)).
- b. The city council and the city manager are permitted to meet in private with the city attorney to discuss pending litigation to which the city is presently a party before a court.
- c. The subject matter of the meeting shall be confined to settlement negotiations or strategy sessions related to litigation expenditures.
- d. The only individuals authorized to attend the session are the: 1) city council; 2) city attorney; 3) city manager; and 4) court reporter ([AGO 95-06](#)). Outside counsel, if retained, is also authorized to attend the session ([AGO 98-06](#)).
- e. The temporary adjournment and reconvening of the session in order for members who are attending the meeting to leave the room and consult with others outside the meeting is prohibited ([AGO 95-06](#)).

B. No member of the council, employee of the city, or anyone else present shall disclose to any person the content or substance of any discussion which takes place in the executive sessions. The matter may be discussed only after it has been processed properly and made public by council action at a public meeting.

Adopted: RCM 2003-19, 07-03-03

Revised: RCM 2008-15, 05-15-08; RCM 2022-02, 01-20-22; RCM 2022-36, 12-15-22





## **LEGISLATIVE MEMORANDUM**

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

**FROM:** Terese Jones, City Clerk

**DATE:** 2/2/2023

**RE:** Consideration of scheduling workshop meetings for February and March 2023.

Staff is requesting to schedule the following workshop meetings:

- Republic Services update - Tuesday, February 28th, 6:00 P.M.
- Discussion of Majors Golf Course - Tuesday, March 7th, 6:00 P.M.
- Discussion of the area known as the Compound - Thursday, March 30th, 6:00 P.M.

**REQUESTING DEPARTMENT:**

Legislative

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

Request for scheduling the workshop meetings as recommended by staff.