



120 Malabar Road, SE - Palm Bay, FL 32907 (321-952-3400)
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Mayor
WILLIAM CAPOTE

Deputy Mayor
JEFF BAILEY

Councilmembers
MICHELE PACCIONE
HARRY SANTIAGO, JR.
TRES HOLTON

AGENDA

REGULAR COUNCIL MEETING NO. 2015-33

TUESDAY

December 1, 2015 - 7:00 P.M.
City Hall Council Chambers

CALL TO ORDER:

INVOCATION:

PLEDGE OF ALLEGIANCE:

ROLL CALL:

ANNOUNCEMENTS:

1. One (1) vacancy on the Community Development Advisory Board (represents 'employers within the city').++
2. Two (2) vacancies on the Building and Construction Advisory Board (represents 'homeowner' and 'design engineer' positions).++
3. One (1) vacancy on the Library Advisory Board.++
4. One (1) term expiring on the Enterprise Zone Development Agency (represents 'local financial or insurance entities').+
5. One (1) vacancy on the Enterprise Zone Development Agency (represents 'local business in the enterprise zone area').+

AGENDA REVISIONS:

CONSENT AGENDA:

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

RECOGNITIONS AND PROCLAMATIONS:

1. Volunteer Program (one (1) year of service as City boardmember):
 - a) Bayfront Community Redevelopment Agency – Gene Collins;
 - b) Community Development Advisory Board and Library Advisory Board – Charlene Horton.
2. Christmas Extravaganza – December 19, 2015.

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

ADOPTION OF MINUTES:

- * 1. Regular Council Meeting No. 2015-30; November 5, 2015.
- * 2. Regular Council Meeting No. 2015-31; November 17, 2015.
- * 3. Special Council Meeting No. 2015-32; November 24, 2015.

PUBLIC COMMENTS/RESPONSES: (Non-agenda Items Only)

Public comments will be heard by the City Council on non-agenda issues. Speakers must complete 'Public Comment Cards' (orange) and are limited to 3 minutes each.

PUBLIC HEARINGS:

1. Ordinance No. 2015-55, amending the Code of Ordinances, Chapter 185, Zoning Code, Subchapter 'District Regulations', by creating and providing criteria for a new zoning district entitled BMU (Bayfront Mixed Use District) (Case No. T-17-2015, City of Palm Bay), for final reading.
2. Ordinance No. 2015-58, amending the Code of Ordinances, Chapter 169, Land Development Code, by establishing criteria for administrative approval for variances by the Chief Building Official (Case No. T-14-2015, City of Palm Bay), for final reading.
3. Ordinance No. 2015-59, amending the Code of Ordinances, Chapter 185, Zoning Code, Subchapter 'General Provisions', by modifying certain definitions contained therein (Case No. T-18-2015, City of Palm Bay), for final reading.
4. Ordinance No. 2015-60, amending the Code of Ordinances, Chapter 74, Stopping, Standing and Parking, by including additional definitions and updating the provisions therein, for final reading.
5. Ordinance No. 2015-61, granting an economic development ad valorem tax exemption to I.O. Inc., for final reading.
6. Ordinance No. 2015-63, vacating a portion of the rear public utility and drainage easement located within Lot 13, Block 674, Port Malabar Unit 15 (Case No. VE-8-2015, Diane LaPete), for final reading.
7. Ordinance No. 2015-64, vacating a portion of the rear public utility and drainage easement located within Lot 24, Block 1717, Port Malabar Unit 36 (Case No. VE-9-2015, Walter Clark), for final reading.
8. Resolution No. 2015-56, granting a conditional use for a church in GC (General Commercial District) zoning on property located east of and adjacent to Thor Avenue, in the vicinity south of Agora Circle (0.56 acres)(Case No. CU-15-2015, Kairos International Ministry).
- ♣9. Request by John Turner for a variance to allow an existing pool to encroach the ten (10) foot rear setback in RS-2 (Single Family Residential District) zoning (0.22 acres)(Case No. V-26-2015).
- ♣10. Request by Brevard Stow-a-Way One, LLC for a variance to allow relief from the required parking requirement in CC (Community Commercial District) zoning (3.82 acres)(Case No. V-28-2015).
11. Request by Palladio Development, LLC for a final subdivision to be known as Palladio Subdivision in RS-2 (Single Family Residential District) zoning (1.38 acres)(Case No. FS-3-2015)(**RESCHEDULED TO P&Z – 12/02/15**).

12. Request by Bonnie Kennedy for a variance to allow a proposed detached garage to encroach the front, rear and side interior setbacks in RS-3 (Single-Family Residential District) zoning (0.50 acres)(Case No. V-27-2015)(**RESCHEDULED TO P&Z – 12/02/15**).

PROCUREMENTS:

Award of Proposal:

- * 1. Water meter boxes and covers – RFP No. 01-0-2016 – Utilities Department (Ferguson Waterworks - \$50,000).

Miscellaneous:

- * 1. Neptune water meters and parts – Utilities Department (Sunstate Meter and Supply, Inc. – \$600,000 (sole source)).
- * 2. “Other Agency” contracts, vehicle purchase (Florida Sheriff’s Association contract) – Public Works (Alan Jay Chevrolet - \$28,500).
- * 3. “Other Agency” contracts, Caterpillar diesel generator (National Joint Powers Alliance contract) – Fire Department (Ring Power Corporation - \$28,726).

UNFINISHED AND OLD BUSINESS:

1. Three (3) appointments to the Code Enforcement Board.

COUNCIL REPORTS:

NEW BUSINESS: (Ordinance is for first reading.)

- * 1. Resolution No. 2015-57, supporting Governor Scott’s legislative request to develop the Florida Enterprise Fund (Mayor Capote).
- 2. Ordinance No. 2015-65, amending the Code of Ordinances, Chapter 52, Boards, by revising the composition of and establishing term limits for specific boards.
- * 3. Consideration of renewing a Joint Planning Agreement with Brevard County.
- * 4. Consideration of disposal of City capital surplus property; authorize procurement of replacement vehicle.
- * 5. Consideration of settlement with the Florida League of Cities and disposal of City capital surplus property.
- * 6. Consideration of expenditures from the Police Department’s Law Enforcement Trust Fund (\$1,700).
- * 7. Acknowledgment of Investment Performance Review Report, prepared by PFM Asset Management LLC, for the quarter ended September 30, 2015.
- 8. Consideration of councilmembers attending the Florida League of Mayors Fly-In Conference, January 13-14, 2016, in Tallahassee, Florida.

ADMINISTRATIVE AND LEGAL REPORTS:

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

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

ADJOURNMENT:

♣Quasi-judicial proceeding.

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. (§ 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.



MEMO TO: Honorable Mayor and Members of City Council

FROM: Terese M. Jones, City Clerk

DATE: December 1, 2015

SUBJECT: One (1) Term Expiring and One (1) Vacancy – Enterprise Zone Development Agency

The term of Gilbert Russell on the above subject board will expire on December 31, 2015. Mr. Russell represents the 'financial institute' position. One (1) vacancy also exists representing a 'local business' within the zone area.

The positions should be announced at tonight's meeting and applications solicited for same.

Per the Agency's by-laws, any applications received will be reviewed by the Enterprise Zone Development Agency. The Agency will forward all recommendations to Council for consideration of appointment.

If you should have any questions, please advise.

/jcd

CITY OF PALM BAY, FLORIDA

REGULAR COUNCIL MEETING NO. 2015-30

Held on Thursday, the 5th day of November 2015, at the City Hall Council Chambers, 120 Malabar Road, SE, Palm Bay, Florida.

This meeting was properly noticed pursuant to law; the minutes are on file in the Office of the City Clerk, City Hall, Palm Bay, Florida.

The meeting was called to order at the hour of 7:05 P.M.

Reverend Loren Fox, Church of Our Savior, Palm Bay, gave the invocation, which was followed by the Pledge of Allegiance to the Flag.

ROLL CALL:

MAYOR:	William Capote	Present
DEPUTY MAYOR:	Harry Santiago, Jr.	Present
COUNCILMEMBER:	Michele Paccione	Present
COUNCILMEMBER:	Tres Holton	Present
COUNCILMEMBER:	Jeff Bailey	Present
CITY MANAGER:	Gregg Lynk	Present
CITY ATTORNEY:	Andrew Lannon	Present
DEPUTY CITY CLERK:	Terri Lefler	Present

CITY STAFF: Present was David Isnardi, Deputy City Manager; Stuart Buchanan, Growth Management Director.

ANNOUNCEMENTS:

Deputy Mayor Santiago announced the following vacancies and terms expiring and solicited applications for same:

- 1. One (1) vacancy on the Community Development Advisory Board (represents 'employers within the city').++**
- 2. One (1) vacancy on the Recreation Advisory Board.++**
- 3. Three (3) terms expiring on the Code Enforcement Board.+**
- 4. Two (2) vacancies on the Building and Construction Advisory Board (represents 'homeowner' and 'design engineer' positions).+**

AGENDA REVISIONS:

- Mrs. Lefler advised of the following agenda revisions: a) a request to reschedule the first regular Council meeting in December to be added to Item No. 7, under New Business; and b) the addition of the selection of a Councilmember as Deputy Mayor as Item No. 8, under New Business.

CONSENT AGENDA:

All items of business marked with an asterisk were considered under Consent Agenda and enacted by the following motion:

Motion by Deputy Mayor Santiago, seconded by Mrs. Paccione, that the Consent Agenda be approved as presented with the removal of Item No. 1, Award of Proposal, under Procurements; and Item Nos. 1, 2, and 3, under New Business, from consent. In addition, Item No. 12, under Public Hearings, would be considered first under Public Hearings; and Item No. 3, under New Business, would be considered immediately after Public Comments, prior to Public Hearings. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Santiago, Yea; Councilwoman Paccione, Yea; Councilman Holton, Yea; Councilman Bailey, Yea.

PROCLAMATION:

The proclamation was read and presented.

1. National Geographic Information System Day – November 18, 2015.

ADOPTION OF MINUTES:

*** 1. Regular Council Meeting No. 2015-29; October 22, 2015.**

The minutes, considered under Consent Agenda, were approved as presented. A correction was made to the minutes later in the meeting under Council Reports.

PUBLIC COMMENTS/RESPONSES: (Non-agenda Items Only)

Individuals commented on various issues.

Council concurred to consider Item No. 3, under New Business, at this time.

☞ 3. Ordinance No. 2015-61, granting an economic development ad valorem tax exemption to I.O. Inc.

The City Attorney read the ordinance in caption only. Mr. Holton disclosed that his firm represented I.O., Inc., without compensation; therefore, there was no voting conflict.

Motion by Deputy Mayor Santiago, seconded by Mr. Holton, to adopt Ordinance No. 2015-61. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Santiago, Yea; Councilwoman Paccione, Yea; Councilman Holton, Yea; Councilman Bailey, Yea.

PUBLIC HEARINGS:

Council concurred to consider Item No. 12, under Public Hearings, at this time.

👉 ♣12. Request by Palm Bay Greens, LLC for a final subdivision to be known as Country Club Lakes Estates in RS-1 (Single-Family Residential District) (52.20 acres)(Case No. FS-2-2015).

The Planning and Zoning Board recommended that the request be approved, subject to staff comments and recommendations.

The public hearing was opened. Jack Spira, representative for the applicant, presented the request to City Council.

Russell Wood, resident, stated that he and his neighbors met with Mr. Spira and had reached a consensus on certain conditions: 1) no two-story homes would be built on the site; 2) greenway would be placed between the properties; 3) proposed homes would be no less than 1,800 square feet; and 4) the sale price of the homes would range from \$200,000 to \$240,000. Mr. Wood said the value of the existing homes would increase.

Karen Schrimpf, resident, asked that a condition be included to address improvements to Port Malabar Boulevard. She asked that approval be delayed until the following: a) review of the drainage plan by St. Johns River Water Management District (St. Johns) and the City; and b) approval of the soil mixing remedial action plan by the Florida Department of Environmental Protection (FDEP) with regard to arsenic in the aquifer. She asked that another condition be included to add a landscape buffer between the existing and new homes.

Several residents within the area spoke against the request, expressing concerns about arsenic in the ground, drainage problems, increased traffic, and the preservation and protection of wildlife in the area.

Michael Valley, resident, wanted to ensure that the construction road entrance would be located on Riviera Drive, south of the Malabar Lakes apartments.

Mr. Spira responded to the residents' comments. He agreed that no construction would take place until final approval was received from the FDEP and St. Johns. With regard to the arsenic, Mr. Spira explained that arsenic was natural and existed in land everywhere. He said that herbicides and fertilizers raised the arsenic above the level that was allowed by the FDEP in residential areas. He stated that flooding occurred along Country Club Drive because the road was too low and confirmed that the construction entrance would be located on Riviera Drive. He said that the comments regarding traffic were not accurate as there was a lot of traffic in that area when the Port Malabar Country Club existed with 500 members and a public restaurant.

Mr. Buchanan explained that with regard to traffic, the development was responsible for the traffic it generated, not for traffic that already existed or for traffic generated by other developments. He said there were conditions under the City's purview that could be included prior to final subdivision plat approval or placed on the actual plat: 1) no two-story houses along the perimeter of the new development; 2) the greenway, as described, would be provided; 3) a minimum of 2,000 square foot homes; 4) minimum lot acreage of one-half acres; 5) the requirement of a northbound, left-hand turn lane; and 6) include the stormwater runoff from the existing right-of-way that surrounded the subdivision. Mr. Buchanan stated that Council could also include conditions related the construction: 1) limitation of the construction entrance; 2) a "wet operation" could be required in which the applicant would bring in a water truck to spray down the site in order to keep dust at a minimum; and 3) enter into a Fair Share Proportionate Agreement.

Mr. Buchanan stated there was a City-owned well on the site. It was an abandoned monitoring well that was used to provide reclaimed water. It was never a potable water well and would not become one in the future.

Mayor Capote wanted to confirm that the project would not move forward if approval was not given by the FDEP. Mr. Buchanan said that the City could not issue building permits until permits were given by the FDEP and St. Johns.

Mrs. Paccione asked how the road would be repaired when it was not included on the list of City road projects. Mr. Buchanan said that the monies received from the developer via the Fair Share Proportionate Fee Agreement would be placed in escrow, and during the budget process, the City Council would include that road project as part of the Capital Improvements Plan.

Mr. Spira clarified that the minimum square footage for the homes would be 1,800 square feet and not 2,000 square feet. He agreed with all other conditions and recommendations.

Mr. Holton expressed concern about the arsenic and possible airborne issues. He asked what measures would be taken to address same. Mr. Spira reiterated the condition of requiring the spray truck to keep the site wet in order to control dust. Mr. Holton asked who would monitor the site to ensure that the spray truck was being utilized. Mr. Spira answered that a licensed engineer would oversee the project.

Mr. Holton asked for clarification with regard to the buffer. Mr. Spira answered that it was not a ditch, but a swale area with a minimum of ten (10) feet between the residences. The area would be mowed and maintained. Mr. Holton asked if the subdivision would be surrounded by any type of fencing. Mr. Spira said if fencing was installed, it would be aesthetically pleasing and consistent with the subdivision; however, fencing would not be around the entire subdivision.

Mrs. Paccione said she was not familiar with soil mixing. She was under the impression that the soil was being removed. Mr. Spira explained that the technique was called blending. The soil in a specific area containing higher concentrations of arsenic was blended and tested. If the test showed high amounts, the area was blended again. Mrs. Paccione felt that the blending process would just spread the problem around and not remove it. Mr. Spira reiterated that arsenic naturally occurred in land. He said the FDEP approved the process of blending in order to bring levels down to the appropriate amount allowed in residential areas.

Mr. Bailey asked who was responsible for the maintenance of drainage. Mr. Buchanan answered that any homeowner was responsible for maintaining stormwater on their site. If the applicant did not maintain the drainage, they would be in violation of their St. Johns permit. The state could then impose fines against the applicant. The City could also impose fines via the Code Enforcement Board.

Mr. Holton said that during the preliminary subdivision approval, the applicant had agreed to numerous concessions. He wanted to ensure that those conditions would still be met and that the conditions in the Staff Report for this request would also be met. Mr. Spira confirmed same.

The public hearing was closed.

Motion by Mr. Holton, seconded by Deputy Mayor Santiago, to approve the request. Mr. Holton was disconcerted by the applicant's tone toward the residents' remarks. He was still concerned about the arsenic and would be monitoring the project to make sure it was addressed. He said that Port Malabar Boulevard and the capacity of same was also an issue.

Mrs. Paccione also commented on the applicant's tone and felt that although the residents were not expert witnesses, they were members of the community and had the right to be heard. Her biggest issues regarding the project were drainage, traffic, and the arsenic. She did not agree with mixing a poison and spreading it further versus being removed from the site. She would not support the request.

Mr. Bailey said that he recognized what the residents had to say about the traffic and the roads. He would support the request and trust the experts to monitor the project with regard to the arsenic. He felt that it was the duty and obligation of City Council to follow the law.

Deputy Mayor Santiago felt that all comments received were valid. He said that the state agencies had experts to approve or deny the permits and he trusted that process. He would support the request.

Mayor Capote commented that under the law, the applicant had met the criteria for the project. The applicant made concessions and if he did not adhere to his obligations, City staff would follow-up accordingly.

Motion carried with members voting as follows:

Mayor Capote	Yea
Deputy Mayor Santiago	Yea
Councilwoman Paccione	Nay
Councilman Holton	Yea
Councilman Bailey	Yea

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

City Council resumed the consideration of items in the order as shown on the agenda.

1. Ordinance No. 2015-53, amending the City's Comprehensive Plan Future Land Use Map to change the designated use of property located at the northeast corner of Madden Avenue and Sidney Street, in the vicinity north of Osmosis Drive from Public/Semi-Public Use to Single Family Residential Use (15.77 acres)(Case No. CP-8-2015, Leeta Jordan), for first reading.

The Planning and Zoning Board recommended that the request be approved.

The City Attorney read the ordinance in caption only. The public hearing was opened. The applicant presented the request to City Council. Residents spoke in favor of the request. The public hearing was closed.

Motion by Mr. Bailey, seconded by Mrs. Paccione, to adopt Ordinance No. 2015-53. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Santiago, Yea; Councilwoman Paccione, Yea; Councilman Holton, Yea; Councilman Bailey, Yea.

2. Ordinance No. 2015-54, amending the City's Comprehensive Plan Future Land Use Element to provide for a Bayfront Mixed Use land use category (Case No. CP-9-2015, City of Palm Bay), for first reading.

The Planning and Zoning Board recommended that the request be approved.

The City Attorney read the ordinance in caption only. The public hearing was opened. Mr. Buchanan presented the request to City Council. He explained the differences between the Bayfront Mixed Use and Bayfront Mixed Use Village land use categories. The proposed land use would allow for redevelopment of the different blighted areas, and provide the level of urbanization necessary to support local restaurants and mass transit.

The public hearing was closed.

Motion by Mr. Bailey, seconded by Deputy Mayor Santiago, to adopt Ordinance No. 2015-54. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Santiago, Yea; Councilwoman Paccione, Yea; Councilman Holton, Yea; Councilman Bailey, Yea.

3. Ordinance No. 2015-55, amending the Code of Ordinances, Chapter 185, Zoning Code, Subchapter 'District Regulations', by creating and providing criteria for a new zoning district entitled BMU (Bayfront Mixed Use District) (Case No. T-17-2015, City of Palm Bay), for first reading.

The Planning and Zoning Board recommended that the request be approved.

The City Attorney read the ordinance in caption only. The public hearing was opened. Mr. Buchanan presented the request to City Council. He said that the Bayfront Community Redevelopment Agency asked that the BMU District not be allowed within the Bayfront Village District. Staff concurred with same and amended the proposed ordinance language accordingly. Mr. Buchanan explained the criteria of the BMU District zoning. Bill Battin, resident, commented on the shared parking and parking for boat trailers. Mr. Buchanan explained the ordinance language regarding parking. The public hearing was closed.

Motion by Deputy Mayor Santiago, seconded by Mrs. Paccione, to adopt Ordinance No. 2015-55. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Santiago, Yea; Councilwoman Paccione, Yea; Councilman Holton, Yea; Councilman Bailey, Yea.

4. Ordinance No. 2015-56, amending all Comprehensive Plan Elements related to the City of Palm Bay's Evaluation and Appraisal Report, including new mandated policies addressing sea level rise (Case No. CP-10-2015), for first reading.

The Planning and Zoning Board recommended that the request be approved.

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

Motion by Mr. Bailey, seconded by Deputy Mayor Santiago, to adopt Ordinance No. 2015-56. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Santiago, Yea; Councilwoman Paccione, Yea; Councilman Holton, Yea; Councilman Bailey, Yea.

5. Ordinance No. 2015-57, amending the Capital Improvements Element of the Comprehensive Plan by including Parks and Recreation capital projects, and textual amendments to remove conflicting language (Case No. CP-11-2015, City of Palm Bay), only one reading required.

The Planning and Zoning Board recommended that the request be approved.

The City Attorney read the ordinance in caption only. The public hearing was opened. Mr. Buchanan presented the request to City Council. Bill Battin, resident, wanted to ensure that no project funding would be placed into the Parks and Recreation Department's account. Mr. Buchanan explained that the Parks and Recreation improvement projects could not be funded through the Road Maintenance Program. The public hearing was closed.

Motion by Mr. Bailey, seconded by Mr. Holton, to adopt Ordinance No. 2015-57. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Santiago, Yea; Councilwoman Paccione, Yea; Councilman Holton, Yea; Councilman Bailey, Yea.

6. Ordinance No. 2015-58, amending the Code of Ordinances, Chapter 169, Land Development Code, by establishing criteria for administrative approval for variances by the Chief Building Official (Case No. T-14-2015, City of Palm Bay), for first reading.

The Planning and Zoning Board recommended that the request be approved.

The City Attorney read the ordinance in caption only. The public hearing was opened. Mr. Buchanan presented the request to City Council. Bill Battin, resident, was concerned that the public would not be aware of the administrative requests. He asked how the public would be notified if the request was denied, and the recourse for the applicant if the request was denied. Mr. Buchanan stated that the process for appeals already existed in the Palm Bay Code of Ordinances. David Moallem, resident, asked if adjacent property owners would still be notified of any upcoming requests. As he owned many vacant properties throughout the City, he said that if requests were granted to encroach the setback next to one of his properties, he felt that Code Compliance complaints would increase against him. Mr. Buchanan said that public notification would not be required and that the administrative variance approval would actually stop Code Compliance complaints from occurring.

Deputy Mayor Santiago asked if there was an additional fee to the applicant if they appealed their denial. Mr. Buchanan answered that no additional fee would be required. The public hearing was closed.

Motion by Mrs. Paccione, seconded by Deputy Mayor Santiago, to adopt Ordinance No. 2015-58. Mr. Lannon mentioned that an additional fee should not be charged as it would infringe on the rights of due process. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Santiago, Yea; Councilwoman Paccione, Yea; Councilman Holton, Yea; Councilman Bailey, Yea.

7. Ordinance No. 2015-59, amending the Code of Ordinances, Chapter 185, Zoning Code, Subchapter 'General Provisions', by modifying certain definitions contained therein (Case No. T-18-2015, City of Palm Bay), for first reading.

The Planning and Zoning Board recommended that the request be approved, with the condition that the definition for assembly indicate the exclusion of chemical and explosive materials.

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

Motion by Mrs. Paccione, seconded by Deputy Mayor Santiago, to adopt Ordinance No. 2015-59. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Santiago, Yea; Councilwoman Paccione, Yea; Councilman Holton, Yea; Councilman Bailey, Yea.

♣8. Resolution No. 2015-52, granting a conditional use for retail automotive gas/fuel sales and a restaurant with drive-through facility in NC (Neighborhood Commercial District) zoning on property located at the northwest corner of Jupiter Boulevard and Garvey Road (2.94 acres)(Case No. CU-13-2015, Speedtrac Petroleum, Inc.).

The Planning and Zoning Board recommended that the request be denied.

The City Attorney read the resolution in caption only. The public hearing was opened. Steve Monroe, representative for the applicant, presented the request to City Council. Mayor Capote said that the Planning and Zoning Board (P&Z) recommended denial, which was mainly due to aesthetics. Mr. Buchanan said that P&Z's comments regarding aesthetics was related to the surrounding land uses, which was one of the criteria the City Council was allowed to review under the conditional use process. Mayor Capote said that lighting was also an issue for P&Z and did not understand its recommendation for denial. Mr. Buchanan said that in order to address either landscaping or lighting, staff could draft an ordinance which would have less intense lighting standards. Criteria for increased landscaping could also be included along certain roads as designated by City Council, such as scenic roads or roads within a certain category.

Property owners from Sloneridge Subdivision and adjacent areas spoke against the request due to safety of students and children at play; overflow of lighting to residential properties; increased traffic; the poor condition of Garvey Road which would now include the additional weight of gas tankers; potential increase in crime and illicit activities; and the close proximity of numerous convenience stores.

David Moallem, part-owner of the subject property, said that the function of the current zoning was to take care of the surrounding area. Once the vacant properties were fully developed, the convenience store would serve those residents and bring revenue to the City.

Mr. Lannon explained that should City Council deny the request, the specific provisions for denial had to be cited.

In response to comments from the audience, Mr. Monroe explained the purpose of a convenience store and that it was not a destination, but a quick stop for local residents. The store would not be open 24 hours; therefore, lights would not be on all day. He said that lighting would be designed so as to avoid spillover onto adjacent properties. The site would be designed with two (2) entrances for easy maneuvering of the tanker trucks; sidewalks would be installed the length of the subject site along Garvey Road which should alleviate safety concerns for the students. A meeting would be taking place with the Police Department for site plan input to curb criminal activity where possible. There was, however, no study that correlated crime with convenience stores. A wall would be erected along the north and west sides of the site. He said that all conditional use requirements had been met.

Mr. Holton questioned the ingress and egress driveways. He said that Garvey Road was not striped and he was concerned about the condition of the road. Mr. Monroe explained the Palm Bay Code requirements for the ingress/egress, but said that the road striping was handled by the City. Mr. Holton felt that safety of the children was an issue. He asked if there were any other concessions that could be made to ensure their safety. Mr. Monroe said that further improvements could be made at the corner or for bicycle storage.

Mr. Bailey asked about compatibility with the neighboring church. Mr. Monroe did not feel there was any correlation between the two sites. Mr. Bailey asked if alcohol would be sold. Mr. Monroe answered that he did not know for sure, but felt that alcohol would most likely be sold. The public hearing was closed.

Mr. Holton asked if automotive gas/fuel sales were a conditional use requirement in all zoning districts. Mr. Buchanan confirmed same. Mr. Lannon said that pursuant to the Palm Bay Code of Ordinances, alcohol sales would be permitted as long as the applicant complied with Florida Statutes. The determination was made by the Florida Division of Alcoholic Beverages and Tobacco, Department of Business and Professional Regulations, and not the City. Mr. Holton asked if the applicant could voluntarily agree to conditions

asked by City Council. Mr. Lannon said that was correct; however, if the applicant had a constitutional right or a right under the Florida Statutes afforded to them, the conditions imposed by Council would not be legally binding as it would be considered undue influence.

Deputy Mayor Santiago asked if a traffic study would be required and if it would encompass not only the site, but the intersection. Mr. Buchanan confirmed same and said that if City Council desired to review the traffic study prior to considering the request, the item could be continued. Deputy Mayor Santiago expressed concern with the intersection not having a traffic light. He asked if the traffic study would determine if a traffic light was needed. Mr. Buchanan said that staff would review the study advise on same.

Motion by Mrs. Paccione, seconded by Deputy Mayor Santiago, to table the item. Mr. Buchanan said that staff would provide the engineer of record the methodology for the traffic study which would include, if necessary, a warrant study for signalization at the intersection.

Motion by Mrs. Paccione, seconded by Deputy Mayor Santiago, to amend the motion to table the item for one month. Mayor Capote felt that P&Z should have discussed many of the issues at its meeting prior to its recommendation to City Council.

Original motion, as amended, carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Santiago, Yea; Councilwoman Paccione, Yea; Councilman Holton, Yea; Councilman Bailey, Yea.

Council concurred that the request would be considered at its regular meeting on December 17th.

♣9. Request by Robert Fetes for a variance to allow a fence to encroach the side corner setback in RS-2 (Single-Family Residential District) zoning (0.26 acres) (Case No. V-23-2015).

The Planning and Zoning Board recommended that the request be approved.

The public hearing was opened. The applicant presented the request to City Council. The public hearing was closed.

Motion by Mrs. Paccione, seconded by Deputy Mayor Santiago, to approve the request. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Santiago, Yea; Councilwoman Paccione, Yea; Councilman Holton, Yea; Councilman Bailey, Yea.

♣10. Request by Jonathan Smith for a variance to allow a fence to encroach the side corner setback in RS-2 (Single-Family Residential District) zoning (0.27 acres)(Case No. V-24-2015).

The Planning and Zoning Board recommended that the request be approved.

The public hearing was opened. As the applicant was not present, Council concurred to table the item to the next regular meeting on November 17th.

♣11.Request by Iris Navarro for a variance to allow a proposed room addition to encroach the rear setback in RM-15 (Single-, Two-, Multiple-Family Residential District) zoning (0.04 acres)(Case No. V-25-2015).

The Planning and Zoning Board recommended that the request be approved.

The public hearing was opened. Elvie Sossa, representative for the applicant, presented the request to City Council. The public hearing was closed.

Motion by Deputy Mayor Santiago, seconded by Mr. Bailey, to approve the request. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Santiago, Yea; Councilwoman Paccione, Yea; Councilman Holton, Yea; Councilman Bailey, Yea.

♣12.Request by Palm Bay Greens, LLC for a final subdivision to be known as Country Club Lakes Estates in RS-1 (Single-Family Residential District) (52.20 acres)(Case No. FS-2-2015).

The item was considered earlier in the meeting prior to Item No. 1, under Public Hearings.

13. Request by Treasurer Coast Restaurants for a conditional use for a planned commercial development to allow a proposed drive-through restaurant in CC (Community Commercial District) zoning (0.73 acres)(Case No. CU-12-2015)(RESCHEDULED TO P&Z – 11/04/15).

PROCUREMENTS:

Award of Proposal:

1. Deep injection well pump, North Regional Wastewater Treatment Plant – RFP No. 69-0-2015 – Utilities Department (Southeast Drilling Services, Inc. – \$227,460).

Staff Recommendation: Award the proposal for the procurement of a deep injection well pumps at the North Regional Wastewater Treatment Plant to Southeast Drilling Services Inc., Tampa, in the amount of \$227,460.

Bill Battin, resident, preferred an alternative treatment method and explained his reasons for same.

Motion by Deputy Mayor Santiago, seconded by Mrs. Paccione, to award the proposal as recommended by staff. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Santiago, Yea; Councilwoman Paccione, Yea; Councilman Holton, Yea; Councilman Bailey, Yea.

Contract:

*** 1. Spent lime removal, renewal – Utilities Department (Alfy's Trucking, Inc. - \$25,000).**

Staff Recommendation: Authorize renewal of the spent lime removal contract with Alfy's Trucking, Inc., Palm Bay, for an estimated annual expenditure of \$25,000.

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

Miscellaneous:

*** 1. Coagulant and polymer – Utilities Department (Harcros Chemicals, Inc. - \$55,000 (sole source)).**

Staff Recommendation: Authorize the sole source procurement of Coagulant H-PAC 8323S and Polymer PWT 1082 from Harcros Chemicals, Inc., Tampa, for an estimated amount of \$55,000.

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

*** 2. "Other Agency" contracts, resurfacing and construction projects (tennis and basketball courts) (Orange County Public Schools contract) – Parks and Recreation Department (Varsity Courts, Inc. – \$123,290).**

Staff Recommendation: Approve the utilization of the Orange County Public Schools contract for tennis and basketball court resurfacing and construction projects with Varsity Courts, Inc., Longwood, in the amount of \$123,289.69.

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

UNFINISHED AND OLD BUSINESS:

1. One (1) appointment to the Community Development Advisory Board (represents 'banking industry').

Motion by Deputy Mayor Santiago, seconded by Mrs. Paccione, to appoint Alan Borkowski to the board. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Santiago, Yea; Councilwoman Paccione, Yea; Councilman Holton, Yea; Councilman Bailey, Yea.

COUNCIL REPORTS:

Councilmembers addressed various subject matters.

1. Mr. Holton requested a joint workshop with the Brevard County School Board regarding school concurrency. Council concurred.

2. Motion by Mr. Bailey, seconded by Mr. Holton, to reconsider Item No. 1, under Adoption of Minutes. On Page 7, under Public Comments, Mr. Bailey felt that the minutes did not reflect the intent of his statement. He asked that the last sentence be reworded as follows: "He said that before he would consider a tax referendum, he would review and make sure that the budget had been officially taken care of by the overseeing political authorities prior to his approval." Council concurred to amend the minutes as requested. No further action was needed after the correction was made.

3. Deputy Mayor Santiago said that at a previous workshop, Council had concurred to recognize employees at the departmental level. He asked that City volunteers be recognized at Council Meetings in addition to the advisory board members. Council concurred.

NEW BUSINESS:

1. Resolution No. 2015-53, terminating the Locally Funded Agreement with the Florida Department of Transportation for the new Interstate 95 interchange in south Palm Bay due to the use of an alternative, cost-saving mitigation plan.

The City Attorney read the resolution in caption only.

Motion by Deputy Mayor Santiago, seconded by Mr. Bailey, to adopt Resolution No. 2015-53. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Santiago, Yea; Councilwoman Paccione, Yea; Councilman Holton, Yea; Councilman Bailey, Yea.

2. Ordinance No. 2015-60, amending the Code of Ordinances, Chapter 74, Stopping, Standing and Parking, by including additional definitions and updating the provisions therein.

The City Attorney read the ordinance in caption only.

Motion by Mr. Bailey, seconded by Deputy Mayor Santiago, to adopt Ordinance No. 2015-60. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Santiago, Yea; Councilwoman Paccione, Yea; Councilman Holton, Yea; Councilman Bailey, Yea.

3. Ordinance No. 2015-61, granting an economic development ad valorem tax exemption to I.O. Inc.

The item was considered earlier in the meeting after Public Comments prior to Public Hearings.

*** 4. Ordinance No. 2015-62, amending the Fiscal Year 2014-2015 budget by appropriating and allocating certain monies (sixth budget amendment).**

The City Attorney read the ordinance in caption only. The ordinance was approved under Consent Agenda.

*** 5. Consideration of expenditures from the Police Department's Law Enforcement Trust Fund (\$21,318).**

Staff Recommendation: Approve the expenditure of funds as specified in the City Manager's memorandum.

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

6. Consideration of councilmembers attending the U.S. Conference of Mayors 84th Winter Conference, January 20-22, 2016, in Washington, DC.

Mayor Capote would attend the conference.

☞ 7. Consideration of rescheduling the second regular Council meeting in January 2016.

Council concurred to reschedule the first regular Council meeting in December to Tuesday, December 1, 2015, at 7:00 P.M.; and reschedule the second regular Council meeting in January to Tuesday, January 19, 2016, at 7:00 P.M.

☞ 8. Consideration of selecting a Councilmember as Deputy Mayor.

Motion by Deputy Mayor Santiago, seconded by Mr. Holton, to select Mr. Bailey as Deputy Mayor. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Santiago, Yea; Councilwoman Paccione, Yea; Councilman Holton, Yea; Councilman Bailey, Yea.

ADMINISTRATIVE AND LEGAL REPORTS:

There were no reports.

PUBLIC COMMENTS/RESPONSES:

There were no public comments.

ADJOURNMENT:

There being no further business, the meeting adjourned at the hour of 11:17 P.M.

William Capote, MAYOR

ATTEST:

Terese M. Jones, CITY CLERK

* Identifies items considered under the heading of Consent Agenda.

♣ Indicates quasi-judicial proceeding.

☞ Indicates item was considered out of sequence or added to the agenda.

CITY OF PALM BAY, FLORIDA

REGULAR COUNCIL MEETING NO. 2015-31

Held on Tuesday, the 17th day of November 2015, at the City Hall Council Chambers, 120 Malabar Road, SE, Palm Bay, Florida.

This meeting was properly noticed pursuant to law; the minutes are on file in the Office of the City Clerk, City Hall, Palm Bay, Florida.

The meeting was called to order at the hour of 7:01 P.M.

Richard Spellman, resident, gave the invocation, which was followed by the Pledge of Allegiance to the Flag.

ROLL CALL:

MAYOR:	William Capote	Present
DEPUTY MAYOR:	Jeff Bailey	Present
COUNCILMEMBER:	Michele Paccione	Present
COUNCILMEMBER:	Harry Santiago, Jr.	Present
COUNCILMEMBER:	Tres Holton	Present
CITY MANAGER:	Gregg Lynk	Present
CITY ATTORNEY:	Andrew Lannon	Present
CITY CLERK:	Terese Jones	Present

CITY STAFF: Present was David Isnardi, Deputy City Manager.

ANNOUNCEMENTS:

Deputy Mayor Bailey announced the following vacancy and terms expiring and solicited applications for same:

- 1. One (1) vacancy on the Community Development Advisory Board (represents 'employers within the city').++**
- 2. Three (3) terms expiring on the Code Enforcement Board.++**
- 3. Two (2) vacancies on the Building and Construction Advisory Board (represents 'homeowner' and 'design engineer').++**
- 4. One (1) vacancy on the Library Advisory Board.+**

AGENDA REVISIONS:

There were no agenda revisions.

CONSENT AGENDA:

All items of business marked with an asterisk were considered under Consent Agenda and enacted by the following motion:

Motion by Deputy Mayor Bailey, seconded by Mr. Santiago, that the Consent Agenda be approved as presented with the removal of Item Nos. 2 and 3, Miscellaneous, under Procurements, from consent. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Bailey, Yea; Councilwoman Paccione, Yea; Councilman Santiago, Yea; Councilman Holton, Yea.

RECOGNITIONS:

Individuals were recognized.

1. Volunteer Program (one (1) year of service as City boardmember): a) Code Enforcement Board and Community Development Advisory Board – Sheriz Khan; b) Recreation Advisory Board – Alfred Agarie. Mr. Khan was not in attendance.

PUBLIC COMMENTS/RESPONSES: (Non-agenda Items Only)

A resident made a general comment.

PUBLIC HEARINGS:

♣ **1. Request by Jonathan Smith for a variance to allow a fence to encroach the side corner setback in RS-2 (Single-Family Residential District) zoning (0.27 acres) (Case No. V-24-2015)(CONTINUED FROM RCM 11-05-15).**

The Planning and Zoning Board recommended that the request be approved.

The public hearing was opened. The applicant presented the request to City Council. The public hearing was closed.

Motion by Deputy Mayor Bailey, seconded by Mr. Santiago, to approve the request. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Bailey, Yea; Councilwoman Paccione, Yea; Councilman Santiago, Yea; Councilman Holton, Yea.

♣ **2. Resolution No. 2015-54, granting a conditional use for a planned commercial development to allow a proposed drive-through restaurant in CC (Community Commercial District) zoning (0.73 acres)(Case No. CU-12-2015, Treasure Coast Restaurants).**

The Planning and Zoning Board recommended that the request be approved, with the conditions that: a) all staff and departmental comments be met; b) the applicant revise the development plan to reflect the requirements and recommendations expressed in the analysis section of the Staff Report; c) a landscape berm with extensive landscaping at the north Malabar Road property line be addressed in the landscape plan; and d) the driveway openings and other traffic options to be evaluated in the traffic study focus on the southwest ingress and the parking lot, and traffic entrance conditions unique to Wal-Mart.

The City Attorney read the resolution in caption only. The public hearing was opened. The applicant presented the request to City Council. Mr. Holton asked if the applicant had accepted the conditions within the resolution. The applicant confirmed same. The public hearing was closed.

Motion by Mr. Holton, seconded by Mrs. Paccione, to adopt Resolution No. 2015-54. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Bailey, Yea; Councilwoman Paccione, Yea; Councilman Santiago, Yea; Councilman Holton, Yea.

3. Ordinance No. 2015-63, vacating a portion of the rear public utility and drainage easement located within Lot 13, Block 674, Port Malabar Unit 15 (Case No. VE-8-2015, Diane LaPete), for first reading.

The Planning and Zoning Board recommended that the request be approved, per the analysis section of the Staff Report.

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

Motion by Deputy Mayor Bailey, seconded by Mr. Santiago, to adopt Ordinance No. 2015-63. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Bailey, Yea; Councilwoman Paccione, Yea; Councilman Santiago, Yea; Councilman Holton, Yea.

4. Ordinance No. 2015-64, vacating a portion of the rear public utility and drainage easement located within Lot 24, Block 1717, Port Malabar Unit 36 (Case No. VE-9-2015, Walter Clark), for first reading.

The Planning and Zoning Board recommended that the request be approved, per the analysis section of the Staff Report.

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

Motion by Deputy Mayor Bailey, seconded by Mrs. Paccione, to adopt Ordinance No. 2015-64. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Bailey, Yea; Councilwoman Paccione, Yea; Councilman Santiago, Yea; Councilman Holton, Yea.

5. Ordinance No. 2015-55, amending the Code of Ordinances, Chapter 185, Zoning Code, Subchapter 'District Regulations', by creating and providing criteria for a new zoning district entitled BMU (Bayfront Mixed Use District) (Case No. T-17-2015, City of Palm Bay), for final reading (RESCHEDULED TO RCM 12-01-15).

6. Ordinance No. 2015-58, amending the Code of Ordinances, Chapter 169, Land Development Code, by establishing criteria for administrative approval for variances by the Chief Building Official (Case No. T-14-2015, City of Palm Bay), for first reading (RESCHEDULED TO RCM 12-01-15).

7. Ordinance No. 2015-59, amending the Code of Ordinances, Chapter 185, Zoning Code, Subchapter 'General Provisions', by modifying certain definitions contained therein (Case No. T-18-2015, City of Palm Bay), for first reading (RESCHEDULED TO RCM 12-01-15).

8. Ordinance No. 2015-60, amending the Code of Ordinances, Chapter 74, Stopping, Standing and Parking, by including additional definitions and updating the provisions therein, for final reading (RESCHEDULED TO RCM 12-01-15).

9. Ordinance No. 2015-61, granting an economic development ad valorem tax exemption to I.O. Inc., for final reading (RESCHEDULED TO RCM 12-01-15).

10. Ordinance No. 2015-62, amending the Fiscal Year 2014-2015 budget by appropriating and allocating certain monies (sixth budget amendment), for final reading (RESCHEDULED TO SCM 11-24-15).

PROCUREMENTS:

Award of Proposals:

*** 1. Ford replacement parts (rebid) – RFP No. 05-0-2016 – Fleet Services Division (Palm Bay Ford – estimated annual expenditure \$50,000).**

Staff Recommendation: Award the proposal for the purchase of Ford original equipment manufacturer replacement parts on an "as needed" basis to Palm Bay Ford in the estimated amount of \$50,000. The term would be for one year, with the option to renew annually for up to an additional four (4), one-year terms.

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

Contracts:

*** 1. Supervisory Control and Data Acquisition (SCADA), integration standards – TO 15-07 – Utilities Department (Wade Trim - \$29,822).**

Staff Recommendation: Approve Task Order 15-07, Supervisory Control and Data Acquisition (SCADA) integration standards, with Wade Trim, Inc., in the amount of \$29,822.

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

*** 2. Design and construction services, Troutman Water Reclamation Facility improvements, change order – Utilities Department (Wade Trim - \$61,764).**

Staff Recommendation: Approve Change Order No. 1 to Task Order 13-05, Troutman Water Reclamation Facility improvements, with Wade Trim, Inc., in the amount of \$61,764.

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

*** 3. Steel tank refurbishment (Clearmont Water Reclamation facility) and clarifier walkway bridge replacement (Clearmont Wastewater Treatment Plant), change order – Utilities Department (E&D Contracting Services, Inc. - \$240,176).**

Staff Recommendation: Approve Change Order No. 2 with E&D Contracting Services, Inc. for the steel tank refurbishment (Clearmont Water Reclamation facility) and clarifier walkway bridge replacement (Clearmont Wastewater Treatment Plant) projects, in the amount of \$240,175.75.

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

Miscellaneous:

*** 1. Moving target systems, Palm Bay Regional Training Center (GSA contract) – Police Department (Action Targets - \$186,712).**

Staff Recommendation: Approve the purchase of moving targets utilizing the GSA contract with Action Target Inc., Provo, Utah, in the amount of \$186,712.36.

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

2. Roadway construction projects (Polk County contract) – Public Works Department (Asphalt Paving Systems, Inc. - \$614,051).

Staff Recommendation: Approve the roadway construction projects with Asphalt Paving Systems, Inc., Zephyrhills, utilizing the Polk County contract, in the amount of \$614,050.94.

Philip Weinberg, resident, commented on the cost overage of the projects. However, it was due to some roads needing more work than previously estimated. He commended staff on the significant cost savings for Item No. 3, under Miscellaneous. He questioned Port Malabar Unit 17 being included on the project list as it was not part of Road Maintenance Program, but said the cost paid for the asphalt rejuvenation of the entire unit.

Motion by Mr. Santiago, seconded by Deputy Mayor Bailey, to approve the roadway construction projects as requested. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Bailey, Yea; Councilwoman Paccione, Yea; Councilman Santiago, Yea; Councilman Holton, Yea.

3. Asphalt rejuvenation projects (City of Margate contract) – Public Works Department (Pavement Technology, Inc. - \$272,329).

Staff Recommendation: Approve the asphalt rejuvenation projects with Pavement Technology, Inc., Westlake, Ohio, utilizing the City of Margate contract, in the amount of \$272,329.20.

Motion by Deputy Mayor Bailey, seconded by Mrs. Paccione, to approve the asphalt rejuvenation projects as requested. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Bailey, Yea; Councilwoman Paccione, Yea; Councilman Santiago, Yea; Councilman Holton, Yea.

*** 4. Laserfiche software and services, purchasing authority – Communications and Information Technology Department (Laserfiche - \$38,425).**

Staff Recommendation: Approve purchasing authority for Laserfiche software and services with Laserfiche Solutions Group, Inc., Long Beach, California, up to \$38,425.

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

*** 5. Sea wall repair, Palm Bay Marina, emergency purchase – Parks and Recreation Department (Waterfront Solutions - \$39,340).**

Staff Recommendation: Approve the emergency purchase for repair of the sea wall, boardwalk and gazebo at the Palm Bay Marina with Waterfront Solutions, Merritt Island, in the amount of \$39,340.

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

UNFINISHED AND OLD BUSINESS:

1. One (1) appointment to the Recreation Advisory Board.

Motion by Deputy Mayor Bailey, seconded by Mr. Santiago, to appoint Christina Seigel to the board. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Bailey, Yea; Councilwoman Paccione, Yea; Councilman Santiago, Yea; Councilman Holton, Yea.

COMMITTEE AND COUNCIL REPORTS:

Councilmembers provided updates on activities of various agencies and boards on which they served as members.

1. Mr. Holton asked for Council's support to create an ad hoc committee to establish criteria for autism-friendly locations in order to assist families affected by autism. There would be no cost to the City. Council concurred.

NEW BUSINESS:

*** 1. Resolution No. 2015-55, adopting the City of Palm Bay's Public Works Manual.**

The City Attorney read the resolution in caption only. The resolution was approved under Consent Agenda.

*** 2. Consideration of revisions to the Bayfront Community Redevelopment Agency's by-laws.**

Staff Recommendation: Approve the amendments as specified.

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

*** 3. Consideration of scheduling a special Council meeting.**

Staff Recommendation: Schedule a special Council meeting for Tuesday, November 24, 2015, 6:30 P.M.

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

*** 4. Consideration of revising Council's Policies and Procedures with regard to councilmembers serving as liaisons to City boards.**

Staff Recommendation: Approve the amendments as specified.

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

5. Consideration of councilmembers serving as representatives to other agencies/organizations.

Councilmembers selected the following:

Brevard Water Supply Board	Tres Holton
Space Coast League of Cities	William Capote, Delegate Harry Santiago Jr., Alternate
Space Coast Transportation Planning Organization	Jeff Bailey Harry Santiago Tres Holton Michele Paccione, Alternate William Capote, Alternate
Tourist Development Council	William Capote Tres Holton, Alternate
Palm Bay Hospital Advisory Council	Tres Holton William Capote, Alternate
School Impact Fee Advisory Committee	Michele Paccione
Economic Development Commission of Florida's Space Coast	William Capote Jeff Bailey, Alternate
Economic Development Commission of Florida's Space Coast – Confidant	William Capote

Ad Valorem Tax Abatement Council

William Capote
Harry Santiago Jr., Alternate

Brevard County Schools Capital Outlay
Committee

Stuart Buchanan
Patrick Murphy, Alternate

Risk Management Committee

William Capote

ADMINISTRATIVE AND LEGAL REPORTS:

There were no reports.

PUBLIC COMMENTS/RESPONSES:

A resident made a general comment.

ADJOURNMENT:

There being no further business, the meeting adjourned at the hour of 8:08 P.M.

William Capote, MAYOR

ATTEST:

Terese M. Jones, CITY CLERK

* Identifies items considered under the heading of Consent Agenda.

♣ Indicates quasi-judicial proceeding.

CITY OF PALM BAY, FLORIDA

SPECIAL COUNCIL MEETING NO. 2015-32

Held on Tuesday, the 24th day of November 2015, at the City Hall Council Chambers, 120 Malabar Road, SE, Palm Bay, Florida.

This meeting was properly noticed pursuant to law; the minutes are on file in the Office of the City Clerk, City Hall, Palm Bay, Florida.

The meeting was called to order at the hour of 6:30 P.M.

ROLL CALL:

MAYOR:	William Capote	Present
DEPUTY MAYOR:	Jeff Bailey	Present
COUNCILMEMBER:	Michele Paccione	Present
COUNCILMEMBER:	Harry Santiago, Jr.	Present
COUNCILMEMBER:	Tres Holton	Present
CITY MANAGER:	Gregg Lynk	Present
DEPUTY CITY ATTORNEY:	Pete Sweeney	Present
CITY CLERK:	Terese Jones	Present

CITY STAFF: Present was David Isnardi, Deputy City Manager.

PUBLIC COMMENTS:

There were no public comments.

PUBLIC HEARING:

1. Ordinance No. 2015-62, amending the Fiscal Year 2014-2015 budget by appropriating and allocating certain monies (sixth budget amendment), for final reading.

The Deputy City Attorney read the ordinance in caption only.

The public hearing was opened. A resident commented on the use of public funds for repairs within a private subdivision known as Palm Bay Colony. He felt that Palm Bay Colony should assess its own residents to fix the privately-owned drainage system. Mr. Lynk said that no further funding would be spent on any projects within the subdivision. The public hearing was closed.

Motion by Mrs. Paccione, seconded by Mr. Santiago, to adopt Ordinance No. 2015-62. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Bailey, Yea; Councilwoman Paccione, Yea; Councilman Santiago, Yea; Councilman Holton, Yea.

City of Palm Bay, Florida
Special Council Meeting No. 2015-32
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There being no further business, the meeting adjourned at the hour of 6:37 P.M.

William Capote, MAYOR

ATTEST:

Terese M. Jones, CITY CLERK



MEMO TO: Honorable Mayor and Members of City Council

FROM: Terese M. Jones, City Clerk

DATE: December 1, 2015

SUBJECT: Ordinance Nos. 2015-55, 2015-58, 2015-59, 2015-60, 2015-61, 2015-63, and 2015-64

Public hearings are to be held on the above subject ordinances and the captions of each read for the second and final time at tonight's Council meeting.

If you should have any questions or desire additional information, please advise.

/tjl

Attachments

ORDINANCE NO. 2015-55

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, TITLE XVII, LAND DEVELOPMENT CODE, CHAPTER 185, ZONING CODE, BY RENAMING THE EXISTING BAYFRONT MIXED USED VILLAGE DISTRICT (BMU) ZONING TO BMUV; CREATING A NEW ZONING DISTRICT TO BE KNOWN AS THE BAYFRONT MIXED USE DISTRICT (BMU); PROVIDING CRITERIA FOR THE NEW ZONING DISTRICT; PROVIDING FOR THE REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR INCLUSION IN THE CITY OF PALM BAY CODE OF ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. The City of Palm Bay Code of Ordinances, Title XVII, Land Development Code, Chapter 185, Zoning Code, Subchapter 'District Regulations', Section 185.053, BMU – Bayfront Mixed Use Village District, is hereby amended and shall henceforth read as follows:

“Section 185.053 BMUU - BAYFRONT MIXED USE VILLAGE DISTRICT.

* * *

SECTION 2. The City of Palm Bay Code of Ordinances, Title XVII, Land Development Code, Chapter 185, Zoning Code, Subchapter 'District Regulations', Section 185.055, Planned Community Redevelopment District (PCRD), is hereby amended and shall henceforth read as follows:

“Section 185.055 PLANNED COMMUNITY REDEVELOPMENT DISTRICT (PCRD).

* * *

(B) *Establishment of Planned Community Redevelopment Districts.* These districts may be applied within the Bayfront Community Redevelopment District established by the city. Such districts must be established by amendment of the official zoning map and shall

carry a zoning designation of PCR. The PCR District may be requested in any zoning category except BMU, Bayfront Mixed Use Village District, LI, Light Industrial and Warehousing District and HI, Heavy Industrial District.

* * *

SECTION 3. The City of Palm Bay Code of Ordinances, Title XVII, Land Development Code, Chapter 185, Zoning Code, Subchapter 'Supplementary District Regulations', Section 185.133, Temporary Storage Units in Residential Areas, is hereby amended and shall henceforth read as follows:

"Section 185.133 TEMPORARY STORAGE UNITS IN RESIDENTIAL AREAS.

(A) *Definitions.*

RESIDENTIAL AREAS. Any land zoned RR, RE, SRE, RS-1, RS-2, RS-3, SF-1, SF-2, RMH, RM-10, RM-15, RM-20, PUD and single family and multiple family uses in the BMU District.

* * *

SECTION 4. The City of Palm Bay Code of Ordinances, Title XVII, Land Development Code, Chapter 185, Zoning Code, is hereby amended by including as Section 185.058 the following language:

"Section 185.058 BMU – BAYFRONT MIXED USE DISTRICT.

(A) *Intent.* The purpose of the Bayfront Mixed Use (BMU) district is to provide areas within the Bayfront Redevelopment District for an attractive and functional mix of high density residential with a low intensity of commercial land uses that are linked by a network of walkways. The ratio of residential to non-residential shall have a minimum of 85% residential uses, including hotel related residential uses, based upon Floor Area Ratio (FAR). The BMU Zoning District may not be applied within the Bayfront Village Area limits as defined by the City of Palm Bay Community Redevelopment Plan 2024, Creating a Bayfront Village on the Indian River Lagoon adopted February 2010.

(B) *Principal uses and structures.*

(1) Multiple family dwellings provided that in no case shall there be more than forty (40) dwelling units per gross residential acre.

(2) Professional offices such as accounting, architecture, engineering, dentistry, medical, insurance, real estate, financial services, title companies and similar uses.

(3) General offices such as administrative, corporate, business, and similar uses.

(4) Personal service such as beauty, barbers, dry cleaning pick-up, tailoring and similar uses.

(5) Business service such as graphic design, interior design, advertising, photography, printing, employment services, telemarketing, business schools, and similar uses.

(6) Financial institutions (banks, credit unions, and savings and loan).

(7) Retail sales and service (clothing, jewelry, luggage, shoes, electronics, sporting goods, gift shops, florists, photographic supplies, art dealers, antique shops/dealers, tobacco products, grocery stores, convenience stores, drug stores, cosmetic and beauty supply optical specialty food, and similar uses).

(8) Public uses (any federal, state, county, municipal, special district, or similar use).

(9) Eating establishments, including dancing in eating establishments. (restaurants, coffee shops, pastry shops, ice cream parlors, cafeterias, snack shops, and similar uses).

(10) Retail bakeries.

(11) Clubs, lodges, and fraternal organizations.

(12) Nursing homes and adult congregate living facilities.

(13) Hotel, motel, and bed and breakfast inns.

(14) Public and private parking lots.

(15) Shared Storm Water Facilities

(C) Accessory uses and structures. Customary accessory uses of one or more of the principal uses, clearly incidental and subordinate to the principal use, in keeping with the objectives of a mixed use environment. All storage shall be in an enclosed structure unless clearly provided for herein.

(D) Conditional uses.

(1) Public utility facilities.

(2) On-premise alcohol consumption accessory to an eating establishment.

(3) Eating establishment with sidewalk/ outdoor table service.

(4) Marinas with boat sales and rentals.

(5) Planned commercial developments (any permitted commercial use over three (3) acres in size).

(E) Prohibited uses and structures.

(1) All uses not specifically permitted herein.

(2) Retail automotive fuel sales.

(3) Pawn shops.

(4) Tattoo parlors and body piercing establishments.

(5) Contractors' offices with outside storage (plumbers, electricians, carpenters, masons, roofers, builders, cabinet makers, fence installers, gutter and siding installers, flooring and tile installers, drywall installers, painters, heating and air conditioning installers, glass repair and replacement, and similar uses).

(6) Adult entertainment.

(7) Fire works sales.

(8) Commercial towers.

(9) Automotive/vehicle repair and auto body repair, painting, and storage of junk vehicles.

(10) Vehicle/automotive sales/lease.

(11) Palm readers/fortunetellers and similar uses.

(12) Flea markets and auction houses and similar uses.

(13) Soup kitchens/homeless shelters.

(14) Pain-management clinic.

(15) Secondhand Dealer.

(F) Lot and structure requirements.

(1) Minimum lot area – 1 acre.

(2) Minimum lot width - forty (40) feet.

(3) Minimum lot depth - one hundred twenty (120) feet.

(4) Maximum building coverage - sixty percent (60%).

(5) Maximum height - forty-five (45) feet, subject to the following provisions:

(a) Providing public cross access for pedestrian/bicycle, entitles an additional 10 feet in height.

(b) Providing understory parking to reduce required surface parking, entitles an additional 10 feet in height.

(c) Providing public access to the waterway through public boat slips, or public boat launch, or public transitional slips, entitles an additional 10 feet in height.

(d) Provide a mixture of uses, such as restaurant with residential uses above, entitles an additional 10 feet in height.

(e) Providing shared storm water or shared parking with neighboring properties, entitles an additional 10 feet in height.

(6) Minimum floor area (nonresidential) - three hundred (300) square feet.

(7) Minimum living area for multifamily units:

(a) Efficiency units: seven hundred (700) square feet.

(b) One (1) bedroom units: eight hundred fifty (850) square feet.

(c) Two (2) bedroom units: one thousand (1,000) square feet.

(d) Additional bedroom in excess of two (2) bedrooms: an additional one hundred fifty (150) square feet for each bedroom.

(8) Yard requirements:

(a) Front: zero (0) foot minimum.

(b) Side interior: five (5) feet minimum.

(c) Side corner: zero (0) foot minimum.

(d) Rear: twenty (20) feet minimum; ten (10) minimum feet when abutting a right-of-way or alley.

(e) Accessory structures: minimum twenty (20) foot front and side corner, same side and rear as listed in divisions (b) and (d) above.

(9) Shared access and parking areas:

(a) Off-street parking for non-residential uses shall be behind or to the side of the nonresidential building with a minimum of four (4) foot setback from a right-of-way line.

(b) On-street parking spaces along the front property line shall be counted toward the minimum number of parking spaces required for that use on that lot, except where there are driveway curb cuts.

(c) No side interior building and parking area setbacks are required for nonresidential buildings provided all of the following are met:

1. Buildings on adjacent parcels, under separate ownership, are joint by a common wall.

2. Parking areas and aisles are joined and shared in common with adjacent parcel(s) under separate ownership.

3. Curb cuts and driveways on principal roadways (collector and arterial streets) are shared in common for the parcels involved and a minimum spacing of one hundred fifty (150) feet is maintained, or access is provided by an approved frontage road.

4. Easements and/or written assurances of shared and common facilities from all property owners involved must be approved prior to the issuance of a building permit.

(d) No interior side parking area setbacks are required, provided the requirements of divisions 2 through 4 above are met.

(e) For adjacent developments meeting the requirements of divisions 2 through 4 above, the total number of off-street parking spaces required for uses on all parcels involved may be reduced by ten percent (10%) where the location of shared parking areas provides convenience access to all principal buildings.

(f) For developments adjacent to public parking the total number of off-street parking spaces required for uses on the parcel involved may be reduced by ten percent (10%) where the location of public parking areas provides convenience access to the principal buildings. On street public parking may not be considered for reduction eligibility.

(10) Design requirements:

(a) The Architectural Style for each structure shall adhere to 185.134 ARCHITECTURAL STYLE REQUIREMENTS (B)(1), (2), (3), (4), or (5).

(b) Structures in the following use category are exempt from the design review requirements of this subsection: public utility equipment and churches.

(c) The city sign code shall be adhered to with the following additional requirements:

1. Materials: The color, construction, and material of each sign shall be compatible with the architecture on the site.

2. Design: Every sign frame or support shall be designed as a sympathetic architectural element of the building(s) to which it is principally related.

3. Free standing signs shall have landscaping at the base.

(d) Structures having a federal or state historic site status shall be exempt from this subsection.

(e) Garages for residential structures and uses shall not be located closer to the front or side corner lot line than the foremost facade of the principal building, i.e., "snout houses" are not permitted.

(f) The City Council may, by resolution, adopt such administrative policies, manuals and/or fees as necessary to implement the design requirements identified above.

(11) Signs. Maximum height for any detached sign shall be ten (10) feet. All other criteria of the Sign Code shall be met.

(12) Landscaping. Properties within the Bayfront Mixed Use district are exempt from the development standards of § 185.142(B)(1) and (2), Off-Street Parking Area Landscape Requirements, however properties within the district shall meet all the other requirements of § 185.142 in addition to the following landscape development standards:

(a) One (1) tree per every forty (40) feet of the property frontage shall be planted between the right-of-way line and the front or side corner building line for all properties.

(b) Any off-street parking space or parking lot in the Bayfront Mixed Use District that abuts a street right-of-way shall be buffered from the right-of-way by a landscape area of no less than four (4) feet of width in which is located a continuous row of shrubs no less than two (2) feet in height.

(c) In addition, where off-street parking is required for multiple family residential and nonresidential uses, such parking shall meet the interior parking area landscape requirements of § 185.142(3) of the code.

(13) Sidewalks. Sidewalks shall be provided to create a pedestrian access to the proposed project and to adjacent properties. All sidewalks shall:

(a) Be constructed of concrete with a raised curb separating the sidewalk from on-street parking.

(b) Be a minimum of four (4) feet in width.

(c) Comply with city engineering design standards.

(14) Fence/walls. The construction, erection, and maintenance of walls and fences shall be permitted per the city's fence code (§§ 170.110 through 170.122) with the following exceptions and additions:

(a) Chain link fence cannot be placed within twenty (20) feet of the front or side corner property lines.

(b) Fence and wall height shall be limited to four (4) feet within twenty (20) feet of the front and side corner property lines, and limited to six (6) feet in height at all other areas of the property.

(c) The use of barbed wire is prohibited within twenty (20) feet of the front and side corner property lines.

(15) Lighting. Buildings shall have no neon on their exterior; however, neon signs may be displayed inside windows provided they occupy no more than fifteen percent (15%) of the window where they are displayed."

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 No. 2015-30, held on November 5, 2015; and read in
title only and duly enacted at Meeting No. 2015- , held on , 2015.

William Capote, MAYOR

ATTEST:

Terese M. Jones, CITY CLERK

Reviewed by CAO: _____

Applicant: City of Palm Bay
Case No.: T-17-2015

ORDINANCE NO. 2015-58

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, IN ORDER TO ESTABLISH CRITERIA FOR ADMINISTRATIVE APPROVAL OF CERTAIN VARIANCES BY THE CHIEF BUILDING OFFICIAL; PROVIDING FOR THE REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR INCLUSION IN THE CITY OF PALM BAY CODE OF ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. The City of Palm Bay Code of Ordinances, Title XVII, Land Development Code, Chapter 169, Land Development Code, Section 169.009, Variances, is hereby amended and shall henceforth read as follows:

“Section 169.009 VARIANCES.

* * *

(G) Approval may be given for variances to any principal, accessory, or other structure up to twelve (12) inches administratively. Such applications will be made by the property owner to the Chief Building Official for review and approval. All variances approved by the Chief Building Official shall be counter-signed by the Director of Growth Management or designee. Approval of administrative variances shall be submitted to the City Clerk for recording in the official records of Brevard County at the sole expense of the property owner.”

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 No. 2015-30, held on November 5, 2015; and read in title only and duly enacted at Meeting No. 2015- , held on , 2015.

William Capote, MAYOR

ATTEST:

Terese M. Jones, CITY CLERK

Reviewed by CAO: _____

Applicant: City of Palm Bay
Case No.: T-14-2015

cc: (date) Case File

ORDINANCE NO. 2015-59

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, TITLE XVII, LAND DEVELOPMENT CODE, CHAPTER 185, ZONING CODE, BY INCLUDING DEFINITIONS RELATED TO INDUSTRY RECYCLING, ASSEMBLY AND SECONDHAND DEALERS; PROVIDING CRITERIA FOR ITS CLASSIFICATION WITHIN THE ZONING DISTRICTS OF THE CITY; PROVIDING FOR THE REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR INCLUSION IN THE CITY OF PALM BAY CODE OF ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. The City of Palm Bay Code of Ordinances, Title XVII, Land Development Code, Chapter 185, Zoning Code, Subchapter 'General Provisions', Section 185.006, Definitions, is hereby amended and shall henceforth read as follows:

"Section 185.006 DEFINITIONS.

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

* * *

ASSEMBLY. Any activity involving the assembly of any commodity, including the assembly, packaging, re-packaging of any items. This does not include changing any commodity in composition, form, size, shape, texture, or appearance which is deemed to be an industrial process.

* * *

JUNK YARD. A lot or land area where used or second hand materials are bought, sold, exchanged, stored, baled, packaged, packed, disassembled, or handled including but not limited to scrap iron and other metals, cloths, paper, rags, plumbing fixtures, rubber tires and bottles. The words junk yard does not include the words automobile wrecking yard and salvage yard.

* * *

MEDICAL RECYCLING FACILITY. Any activity involving the sterilization and destruction of medical waste, including the disposal of hazardous materials generated by hospitals, nursing homes, dental clinics, and pharmacies other types of industrial and commercial companies.

MEDICAL WASTE. Any solid waste that is generated in the diagnosis, treatment, or immunization of human beings or animals as defined by The Medical Waste Tracking Act of 1988. Medical Waste excludes hazardous waste and household waste.

* * *

RETAIL BUSINESS. An establishment where goods are displayed and offered for purchase directly by the intended consumer or user of such goods. The words Retail Business does not include Thrift Stores or Second Hand Stores.

* * *

SALVAGE YARD. A lot or land area where used or wrecked automobiles are bought, sold, exchanged, stored, disassembled, or handled including but not limited to scrap iron and other metals, and rubber tires and any associated recycling of these materials. The words salvage yard include the words automobile wrecking yard but does not include junk yard.

* * *

SECONDHAND DEALER. Secondhand dealer means any person who shall engage in the business of purchasing, selling or otherwise dealing in, whether as principal or agent, secondhand articles of property. Pawnbrokers, junk dealers and precious metals dealers, for the purposes of this article, shall be not classified as secondhand dealers. The words second hand dealer includes thrift stores.

Secondhand property means any tangible personal property that is not new and has been previously sold or offered for sale, including, but not limited to, clothing, watches, rings and all other jewelry; appliances; plumbing and electrical fixtures; tools; bicycles; musical instruments; adding machines; copy machines; computers, and other office equipment; knives, and any other article of tangible personal property of any value.

* * *")

SECTION 2. The City of Palm Bay Code of Ordinances, Title XVII, Land Development Code, Chapter 185, Zoning Code, Subchapter 'District Regulations', Section 185.045, LI – Light Industrial and Warehousing District, Subsection (B), Principal Uses and Structures, is hereby amended and shall henceforth read as follows:

“Section 185.045, LI – LIGHT INDUSTRIAL AND WAREHOUSING DISTRICT.

* * *

(B) *Principal uses and structures:*

* * *

(14) Medical Recycling Facility.”

SECTION 3. The City of Palm Bay Code of Ordinances, Title XVII, Land Development Code, Chapter 185, Zoning Code, Subchapter ‘District Regulations’, Section 185.046, HI – Heavy Industrial District, is hereby amended and shall henceforth read as follows:

“Section 185.046, HI – HEAVY INDUSTRIAL DISTRICT.

* * *

(B) *Principal uses and structures:*

* * *

(18) Salvage Yards.

(19) Medical Recycling Facility.

* * *

(G) Lot and structure requirements for Salvage Yards:

(1) Minimum lot area — five (5) acres.

(2) Minimum lot width — two hundred (200) feet.

(3) Minimum lot depth — three hundred (300) feet.

(4) Maximum building coverage — fifty percent (50%).

(5) Minimum floor area — None.

(6) Maximum height — fifty (50) feet.

(7) Minimum yard requirements:

(a) Front — forty (40) feet minimum building setback. Parking areas may be located in the front yard except within ten (10) feet of the front lot line.

(b) Side interior — twenty (20) feet minimum building setback. Parking areas may be located in the side yard except within ten (10) feet of the side lot line.

(c) Side corner — twenty-five (25) feet minimum building setback. Parking areas may be located in the side corner yard except within ten (10) feet of the side corner lot line.

(d) Rear — twenty-five (25) feet.

(8) A six (6) foot high completely opaque masonry wall, or wood fence shall be provided along the entire length of any side or rear property line abating property zoned residential. Landscaping shall be provided in accordance with the landscape requirements of this chapter.”

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

Read in title only at Meeting No. 2015-30, held on November 5, 2015; and read in title only and duly enacted at Meeting No. 2015- , held on , 2015.

William Capote, MAYOR

ATTEST:

Terese M. Jones, CITY CLERK

Reviewed by CAO: _____

Applicant: City of Palm Bay
Case No.: T-18-2011

Words ~~stricken~~ through shall be deleted; underscored words shall be included. Deletions and additions constitute the proposed amendment. Words remaining are now in effect and remain unchanged.

ORDINANCE NO. 2015-60

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, TITLE VII, TRAFFIC AND VEHICLES, CHAPTER 74, STOPPING, STANDING AND PARKING, BY INCLUDING ADDITIONAL DEFINITIONS AND UPDATING PROVISIONS THEREIN; PROVIDING FOR THE REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR INCLUSION IN THE CITY OF PALM BAY CODE OF ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. The City of Palm Bay Code of Ordinances, Title VII, Traffic and Vehicles, Subchapter 'Parking Regulation', is hereby amended and shall henceforth read as follows:

"PARKING REGULATION

Section 74.01 DEFINITIONS.

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

* * *

~~(3) **NON-DESTRUCTIVE IMMOBILIZING DEVICE.** A device commonly known as a "boot" placed on a vehicle in order to prevent the vehicle from being moved under its own power.~~

(43) **PARKING CONTROL DEVICE.** Includes, but is not limited to parking meters, pavement markings and signs. To the extent practicable, these devices shall conform to commonly recognized state or county devices used for the same purpose in other jurisdictions. However, nothing in this subchapter shall invalidate any parking control device installed at the discretion of the City Engineer or the Brevard County Traffic Engineer.

(54) **PARKING ENFORCEMENT OFFICER.** A person authorized by the Chief of Police to enforce the provisions of this chapter, including all sworn law enforcement officers, parking enforcement specialists, fire inspectors, code enforcement officers and V-COPs.

(65) **SWALE.** An open drainage feature along a roadway used for stormwater conveyance. The swale area is the area between the edge of the pavement of a roadway, or curb, and the inside edge of the sidewalk (or right-of-way boundary if no sidewalk is present).

(76) **TRAFFIC CONTROL DEVICE.** All signs, signals, markings, and devices, placed or erected by authority of a public body of official having jurisdiction for the purpose of regulating, warning, or guiding traffic.

(67) **V-COP.** A member of the Police Department's volunteer citizen observer program and a Certified Parking Enforcement Specialist.

* * *

Section 74.02 COMPLIANCE WITH PARKING CONTROL DEVICES REQUIRED.

* * *

Section 74.03 PARKING IN RESTRICTED AREAS DURING SPECIAL EVENTS.

* * *

~~Section 74.04 BACKING INTO PARKING SPACE.~~

~~In on-street, diagonal spaces marked for parking, all vehicles shall be parked with the front end facing into the space provided for parking. The operators of vehicles are prohibited from backing any vehicle into such parking spaces. No person shall stand or park a vehicle other than at the angle to the curb or into the roadway indicated by such signs or markings.~~

Section 74.054 TEMPORARY PARKING.

* * *

Section 74.065 PARKING SO AS TO FACE ONCOMING TRAFFIC PROHIBITED.

* * *

~~Section 74.07 PARKING IN ALLEYS.~~

~~(A) No person shall stop, stand or park a vehicle within an alley in a business district except for the expeditious loading or unloading of materials, and in no event for a period of more than twenty (20) minutes. No person shall stop, stand or park a vehicle in any other alley in such a manner or under such conditions as to leave available less than ten (10) feet of the width of the roadway for the free movement of vehicular traffic.~~

~~(B) No person shall stop, stand or park a vehicle within an alley in such position as to block the driveway or entrance to any abutting property.~~

Section 74.086 PARKING FOR CERTAIN PURPOSES PROHIBITED; TOWING.

* * *

Section 74.097 PARKING ADJACENT TO SCHOOLS.

* * *

~~Section 74.10 PARKING ON NARROW STREETS.~~

~~When official signs are erected prohibiting parking upon narrow streets, no person shall park a vehicle upon any such street in violation of any such sign.~~

~~Section 74.11 PARKING, STANDING ON ONE-WAY STREETS.~~

~~When appropriate signs are erected giving notice thereof, no person shall stand or park a vehicle upon the left hand side of any one-way street in violation of any such sign. In the event a street includes two (2) or more separate roadways and traffic is restricted to one (1) direction upon any such roadway, no person shall stand or park a vehicle upon the left hand side of such one-way roadway unless signs are erected to permit such standing or parking.~~

~~Section 74.12 PARKING IN NON-MARKED SPACE.~~

~~No person shall stand or park a vehicle upon any public street or parking lot in other than a space marked for parking with appropriate pavement stripes. Said prohibition includes but is not limited to grass areas or other paved areas not appropriately marked for parking.~~

Section 74.1308 PARKING, STANDING NEAR HAZARDOUS OR CONGESTED PLACES.

* * *

~~Section 74.14 PARKING, STANDING IN PASSENGER CURB LOADING ZONE.~~

~~No person shall stop, stand or park a vehicle for any purpose or period of time except for the expeditious loading or unloading of passengers in any place marked as a passenger curb loading zone during hours when the regulations applicable to such passenger curb loading zone are effective, and then only for a period not to exceed five (5) minutes.~~

Section 74.1509 PARKING, STANDING IN FREIGHT CURB LOADING ZONE.

* * *

~~Section 74.16 PARKING, STANDING IN RESTRICTED PARKING ZONE.~~

~~No person shall stop, stand or park a vehicle for any purpose or length of time in any restricted parking zone other than for the purpose to which parking in such zone is restricted, except that a driver of a passenger vehicle may stop temporarily in such zone~~

~~for the purpose of and while actually engaged in loading or unloading of passengers when such stopping does not interfere with any vehicle which is waiting to enter or about to enter the zone for the purpose of parking in accordance with the purpose to which parking is restricted.~~

Section 74.~~17~~10 PARKING IN FRONT OF ENTRANCES.

No person shall park a vehicle at any time on any of the following parts of streets, sidewalks or sidewalk areas, where signs are erected giving notice thereof:

(A) In front of a theater entrance;

(B) In front of the entrance or exit of a hotel;

~~(C) In front of the entrance to any building, where in the opinion of the Chief of Police, Fire Marshal and the City Engineer, parking should be prohibited for public safety.~~

~~Section 74.18 UNATTENDED VEHICLES.~~

~~(A) It shall be a violation of this section for any person to leave a motor vehicle unattended with the ignition key in the vehicle whether or not the motor is in use.~~

~~(B) Whenever any enforcement personnel shall find a motor vehicle standing unattended with the ignition key in the vehicle in violation of this section, such enforcement personnel are authorized to remove such key from such vehicle and to post a notice in such vehicle stating where the key may be recovered.~~

~~Section 74.19 VEHICLE CONTAINING UNATTENDED CHILD.~~

~~(A) It shall be unlawful for any person to leave a vehicle unattended, whether the motor is running or otherwise, that contains a child under the age of eight (8) years of age, unless such child is continuously accompanied by a person fourteen (14) years of age or older. For purposes of this section, "unattended" shall mean the following:~~

~~(1) If the vehicle's motor is running or the key is in the ignition, the person shall not be outside of the vehicle at a distance greater than arm's length.~~

~~(2) If the vehicle's motor is not running, the person shall not be outside of the vehicle at a distance greater than ten (10) feet or beyond the full view of the vehicle at any distance.~~

~~(B) Any person who is in the vehicle immediately prior to the vehicle being left unattended while containing a child shall be chargeable under division (A) of this section.~~

~~(C) Defenses.~~

~~(1) It shall not be a defense to this section to claim that the vehicle remained in the view of the violator or that the violator was only away from the vehicle for a short period of time.~~

~~(2) It is a defense to division (A) of this section if the violator left the child in the accompaniment of a person fourteen (14) years of age or older and that person subsequently left the child unattended, unless the violator called the person away or caused the person to leave the child. This defense may only be used if the violator provides the name and other identifying information of the person with whom the child was left to the Police Department, in writing, within twenty-four (24) hours of being arrested or issued a citation under this section.~~

~~(3) If a person leaves a child in the accompaniment of a person fourteen (14) years of age or older and subsequently discovers that such person has left the child unattended, the person shall immediately and without delay return to the vehicle.~~

~~(D) A violation of this section shall be punishable as set forth in § 74.999(F).~~

Section 74.~~20~~11 PARKING SO AS NOT TO OBSTRUCT TRAFFIC.

* * *

Section 74.~~21~~12 PARKING, STANDING ON SIDEWALKS OR SWALE AREAS.

* * *

Section 74.~~22~~13 PARKING WITHIN LINES.

* * *

Section 74.~~23~~14 DIAGONAL AND PARALLEL PARKING.

When City authorized signs ~~authorized by the City Engineer~~ are erected giving notice of diagonal and parallel parking areas it shall be a violation for any person to stop, stand, or park a vehicle in that area in the manner prohibited by said sign or pavement marking.

Section 74.~~24~~15 DOUBLE PARKING.

* * *

Section 74.~~25~~16 PARKING BY PERMIT ONLY.

When ~~signs authorized by the City Engineer~~ City authorized signs are erected prohibiting parking in a place designated by permit only it shall be a violation for any person to stop, stand or park a vehicle in such designated area without a proper permit.

Section 74.~~26~~17 PARKING NEAR FIRE HYDRANTS.

* * *

Section 74.~~27~~18 FIRE STATION, FIRE LANE, FIRE ZONES OR SAFETY ZONES.

(A) When ~~signs authorized by the Fire Marshal~~ City authorized signs are erected giving notice of a fire station, fire zone or a fire lane, it shall be a violation for any person to stop, stand or park any motor vehicle within such zone.

(B) When ~~the City Engineer authorizes~~ a section of pavement ~~to be~~ is marked with cross-hatched pavement markings or otherwise indicating a safety zone or fire zone it shall be a violation for any person to stop, stand or park any motor vehicle in such safety zone or fire zone.

Section 74.~~28~~19 CROSSWALKS OR INTERSECTIONS.

* * *

Section 74.~~29~~20 BLOCKING DRIVEWAYS.

* * *

Section 74.~~30~~21 PARKING NEAR TRAFFIC-CONTROL DEVICES.

* * *

Section 74.~~34~~22 EXCAVATION OR CONSTRUCTION ZONES.

* * *

Section 74.~~32~~23 BRIDGES OR CAUSEWAYS.

* * *

Section 74.~~33~~24 PARKING FOR SALE OF MOTOR VEHICLES PROHIBITED; PENALTY.

* * *”

SECTION 2. The City of Palm Bay Code of Ordinances, Title VII, Traffic and Vehicles, Subchapter ‘Parking on Private Property’, is hereby amended and shall henceforth read as follows:

“PARKING ON PRIVATE PROPERTY

Section 74.50 DEFINITIONS.

* * *

~~Section 74.51 CONSENT OF OWNER REQUIRED.~~

~~It shall be unlawful for any person to park any motor vehicle including automobiles, trucks, motorcycles, motor bikes or motor scooters, or any other vehicle, upon any privately owned parking lot or other private property, without the consent of the owner, lessee, tenant or other person entitled to the possession and use of such premises.~~

Section 74.52¹ PARKING ON PRIVATE PROPERTY DESIGNATED AS FIRE ZONE OR THE LIKE.

* * *

~~Section 74.53 ISSUANCE OF CITATION.~~

~~It shall be the duty of any parking enforcement officer, upon a complaint being signed by the owner, lessee, tenant or other person having the right to the possession and use of such premises as provided for in the preceding section, to issue a parking citation to any person violating the provisions of § 74.51.~~

Section 74.54² TOWING, REMOVAL AUTHORIZED.

* * *

Section 74.55³ IMPOUNDMENT, STORING OF TOWED VEHICLE.

* * *

Section 74.56⁴ REPORT TO BE MADE TO POLICE DEPARTMENT.

* * *

Section 74.57⁵ RETURN OF VEHICLE PRIOR TO TOWING.

* * *

Section 74.58⁶ RELEASE OF VEHICLE FROM PLACE OF IMPOUNDMENT.

* * *”

SECTION 3. The City of Palm Bay Code of Ordinances, Title VII, Traffic and Vehicles, Subchapter ‘Disabled Person Parking’, is hereby amended and shall henceforth read as follows:

“DISABLED PERSON PARKING

Section 74.140 PROVIDED BY GOVERNMENTAL ENTITIES.

Pursuant to the authority set forth in Fla. Stat. § 316.1959, a parking enforcement officer, as defined ~~herein~~ in § 74.151, may enforce the prohibition of unlawful parking in a designated disabled person parking space and have such violation administered and enforced pursuant to this chapter.

* * *

SECTION 4. The City of Palm Bay Code of Ordinances, Title VII, Traffic and Vehicles, Subchapter 'Administration and Enforcement', is hereby amended and shall henceforth read as follows:

"ADMINISTRATION AND ENFORCEMENT

* * *

Section 74.151 AUTHORITY TO ISSUE CITATIONS.

* * *

(C) (1) Whenever any vehicle is found parked, stopped or standing in violation of any of the restrictions imposed by any ordinance of this city, or state statute, the parking enforcement officer finding such vehicle shall issue a parking citation in the form to be approved by the Chief of Police and shall conspicuously affix this citation to the vehicle in violation. This citation shall notify the person responsible for the vehicle to pay the fine indicated on the citation within ~~five (5) days~~ fifteen (15) calendar days, ~~excluding Saturdays, Sundays and legal holidays~~, at the place specified on the citation.

(2) If the fine indicated on the citation is not paid or appealed within ~~five (5) days~~ fifteen (15) calendar days, ~~excluding Saturdays, Sundays and legal holidays~~, an additional fine of ~~thirty-five~~ fifteen dollars (~~\$31~~15.00) may be assessed for that violation to cover additional administrative costs. If the fine indicated on the citation is not paid within thirty (30) days, excluding Saturdays, Sundays and legal holidays, an additional fine (in addition to the fine in the preceding sentence hereof) of ~~fifteen~~ twenty dollars (~~\$15~~20.00) shall be assessed, for a total of thirty-five dollars (\$35.00) for that violation to cover additional administrative costs. However, if the person cited in the violation brings an administrative appeal pursuant to § 74.154 such additional fines shall not be levied until the administrative appeal is exhausted. Pursuant to the administrative appeal process, the Hearing Officer may waive any such fines for good and sufficient cause.

Section 74.152 FAILURE TO OBEY.

* * *

Section 74.153 IMPOUNDMENT.

* * *

Section 74.154 APPEAL.

Any person wishing to contest a parking citation may appeal to the Hearing Officer of the city as follows:

(A) *First level appeal.* If the person who received the citation (petitioner) believes the citation itself is incorrect in fact or law, such petitioner shall notify the Office of the Hearing Officer at the Palm Bay Police Department. The petitioner shall, in writing and with particularity, state objections to the citation received. Such appeal shall be received by the Office of the Hearing Officer within fifteen (15) calendar days, ~~excluding Saturdays, Sundays and legal holidays,~~ of the issuance date of the citation. The Hearing Officer shall review the appeal and make a written decision as to the validity of the citation within thirty (30) calendar days, ~~excluding Saturdays, Sundays and legal holidays,~~ after receipt of a timely appeal by petitioner. The decision of the Hearing Officer shall be deposited in the regular United States mail, first-class postage prepaid. If the decision rendered finds that the citation is valid, the time limits will then begin to run anew as provided in § 74.151.

(B) *Second level appeal.* If the petitioner does not concur with the decision of the Hearing Officer that the citation is valid, the petitioner shall submit, in writing, a request for a full evidentiary hearing before the Hearing Officer. This request for hearing shall be received by the Office of the Chief of Police within fifteen (15) calendar days, ~~excluding Saturdays, Sundays and legal holidays,~~ of the postmark date of the first level appeal decision. ~~The petitioner bears the burden of establishing that his or her request is timely made.~~ The petitioner shall pay the fine in full at the time of the request for the second level appeal. The city shall notify the petitioner in writing of the date of the hearing at least fifteen (15) calendar days before the date of the hearing. ~~If the petitioner prevails the city shall refund the fine within sixty (60) days of the written decision of the Hearing Officer.~~

(C) *Appeals of Section 74.140.*

(1) Within fifteen (15) ~~business~~ calendar days of the issuance of a citation under this section, a person may provide a notice of appeal to the Palm Bay Police Department on an approved form, which shall contain a sworn statement that either:

* * *

Section 74.155 LIABILITY FOR NONPAYMENT OF PARKING FINES.

* * *

~~Section § 74.156 AUTHORITY OF CITY TO USE MOTOR VEHICLE IMMOBILIZING DEVICES.~~

~~(A) The Chief of Police or his or her designee is authorized to attach a "boot" or other nondestructive device which prevents a vehicle from being moved under its own power, to a motor vehicle under the following conditions:~~

~~(1) The motor vehicle has, on at least five (5) prior occasions, been found stopped, standing or parked on any street, alley or thoroughfare within the city in violation of a state law or city ordinance, for which parking citations have been issued or, alternatively, has been previously ticketed for one (1) or more handicap parking violations as provided in §§ 74.140 or 74.141, and to which the registered owner has failed or refused to respond by requesting, in a timely manner, a review of the citation before the Hearing Officer or a court date to contest the parking tickets; or handicap parking violations; or by paying the civil penalties indicated upon the parking tickets; handicap violation; or which were otherwise imposed by court order;~~

~~(2) The registered owner of the motor vehicle has been given notice by mail or otherwise that the provisions of this section will be enforced against the motor vehicle unless, not more than thirty (30) calendar days from the date of receipt of the notice, the owner shall pay the civil penalties for all such outstanding citations and summonses;~~

~~(3) The registered owner of the motor vehicle has failed or refused to respond to the notice described in this section, by paying such civil penalties for all such outstanding citations and summonses or timely requesting a hearing or court date, in writing, within five (5) days, excluding Saturdays, Sundays and legal holidays, for the purpose of contesting the parking citations.~~

~~(4) Any parking enforcement officer, as defined in this chapter, may serve as a designee to the Chief of Police for the purpose of installing the immobilizing device.~~

~~(B) The Chief of Police shall maintain a current list of all motor vehicles to which an immobilizing device may be attached pursuant to this section.~~

~~(C) The immobilizing device shall be attached to the motor vehicle at any location within the city where the motor vehicle may be found, if the location is in a right-of-way or a place where the public is invited to travel; except that no motor vehicle shall be immobilized within the traveled portion of any street or in any portion of any street when immobilization at such place would create a hazard to the public or to traffic.~~

~~(D) At the time that an immobilizing device is attached to a motor vehicle, a notice shall be affixed to the windshield and to the left front window stating that the immobilizing device has been attached and cautioning the operator not to attempt to remove the immobilizing device. The notice shall inform the owner or operator of the motor vehicle of the total amount of civil penalties assessed under the citations for which the motor vehicle is immobilized, plus the removal charge for the removal of the immobilizing device, and the location to which the owner or operator must go in order to pay the civil penalties and removal charge and have the immobilizing device removed from the motor vehicle.~~

~~(E) — (1) Except as provided in division (E)(2) below, the immobilizing device shall be removed from the motor vehicle only upon payment of the civil penalties assessed under the citations for which the motor vehicle has been immobilized, plus the removal charges, and upon the authorization of the Chief of Police.~~

~~(2) The owner or operator of a vehicle which has been immobilized with an immobilizing device shall have the right to request the Hearing Officer to conduct an administrative review of the facts for the purpose of determining whether such vehicle was properly immobilized in accordance with the terms of this section. The hearing shall be held within twenty-four (24) hours of such a request being made, but never on a Saturday, Sunday or legal holiday. The owner or operator requesting the hearing shall receive notice of its date, time and place at the time the request is made. If, upon the conclusion of the hearing, the Hearing Officer determines that the vehicle was properly immobilized in accordance with the terms of this section, the owner or operator, in order to obtain the removal of the immobilizing device, shall either pay the city the amount indicated in division (E)(1) above, or post a sufficient bond in such amount guaranteeing payment in full within ninety (90) days following the outcome of a hearing in county court which shall be requested by the owner or operator. If the Chief of Police determines that the vehicle was not properly immobilized, the immobilizing device shall be removed immediately.~~

~~(F) The removal charge for the authorized removal of an immobilizing device is hereby established as thirty dollars (\$30.00).~~

~~(G) As an additional remedy, if an immobilizing device remains on a motor vehicle for more than forty-eight (48) hours, any motor vehicle described in division (A) of this section may be towed from any location where it may be found within the city, if the location is in a right-of-way or a place where the public is invited to travel, and shall be impounded until the registered owner pays all outstanding civil penalties, the removal charge and the costs of towing, vehicle storage, and impoundment.~~

Section 74.1576 TRANSMISSION OF INFORMATION TO THE DEPARTMENT OF HIGHWAY SAFETY.

* * *

Sections 74.1587 through 74.159 Reserved.

Section 174.160 CHIEF OF POLICE.

* * *

Section 74.161 HEARING OFFICER.

The Hearing Officer shall be appointed to a two-year term by the City Attorney and may be any adult person, regardless of whether he or she resides in the city, and may be an employee of the city. The Hearing Officer may serve unlimited consecutive terms as the , ~~and may serve ex officio as either the Hearing Officer for the Chronic Nuisance Ordinance set forth in Chapter 32, Code of Ordinances or the~~ Special

Magistrate for Code Enforcement set forth in F.S. Chapter 162, ~~or both~~. The Hearing Officer shall not be a sworn law enforcement officer.

Sections 74.162 through 74.998 Reserved.

Section 74.999 PENALTY.

(A) A violation of ~~§ 74.51 and~~ §§ ~~74.53~~ 74.54 through 74.58, after conviction by a court of competent jurisdiction, is punishable as provided in § 10.99 of the Code of Ordinances. Each instance where a vehicle has been towed and said sections have not been complied with shall constitute a separate violation.

* * *

(D) The following fines have been established for violations of specified sections of this chapter:

(1) *Improper parking*. Any person found in violation of §§ ~~74.04 or~~ 74.22 shall be liable for a fine of twenty dollars (\$20.00).

(2) *Prohibited parking*. Any person found in violation of §§ 74.02, 74.06, ~~74.07~~, 74.08(A), 74.09, ~~74.10, 74.11, 74.12, 74.14~~, 74.15, ~~74.16, 74.17~~, 74.21, 74.23, 74.24, 74.25, or 74.30, ~~or 74.51~~, shall be liable for a fine of twenty-five dollars (\$25.00). Any person found parking a vehicle in violation of F.S. § 316.605 (expired license tag) shall be subject to a fine of twenty-five dollars (\$25.00).

(3) *Hazardous parking*. Any person found in violation of §§ ~~74.14, 74.18~~, 74.20, 74.26, 74.28, 74.29, 74.31, or 74.32 shall be liable for a fine of thirty dollars (\$30.00).

* * *"

SECTION 5. 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 6. 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 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 No. 2015-30, held on November 5, 2015; and read in title only and duly enacted at Meeting No. 2015- , held on , 2015.

William Capote, MAYOR

ATTEST:

Terese M. Jones, CITY CLERK

Reviewed by CAO: _____

Words ~~stricken~~ through shall be deleted; underscored words shall be included. Deletions and additions constitute the proposed amendment. Words remaining are now in effect and remain unchanged.

ORDINANCE NO. 2015-61

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, GRANTING AN ECONOMIC DEVELOPMENT AD VALOREM EXEMPTION TO I.O. INC., 2144 FRANKLIN 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 CHAPTER 196.1995(8), FLORIDA STATUTES; PROVIDING FOR AN ANNUAL REPORT BY I.O. INC.; PROVIDING FOR A REVOCATION CLAUSE; PROVIDING FOR THE REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING 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 2008 general election, and

WHEREAS, I.O. Inc. has requested that the City Council of the City of Palm Bay exempt ad valorem taxes for its property at 2144 Franklin Dr. NE, Palm Bay, Florida 32905, and

WHEREAS, I.O. Inc. meets the requirements of Chapter 196.1995(8), Florida Statutes, as a business planning to expand in Palm Bay, Florida, and

WHEREAS, the Palm Bay Chamber of Commerce, Committee of 100, has recommended approval of the exemption for I.O. Inc., and

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

WHEREAS, it has been determined that I.O. Inc., meets the requirements of Chapter 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 total amount of revenue available to the City from ad valorem tax sources for the current fiscal year is \$24,136,362.92.

SECTION 2. The revenue lost to the City for the current fiscal year by virtue of exemptions currently in effect is estimated at \$4,912.04.

SECTION 3. In accordance with the findings of the City Council of the City of Palm Bay and the Brevard County Property Appraiser, the property meets the definition of an expansion of an existing business as defined by Chapter 196.012, Florida Statutes, and is eligible for an ad valorem tax exemption.

SECTION 4. The City Council hereby determines that the new personal property and building modifications are an economic benefit to the City, and are not already complete and useable for their intended purpose.

SECTION 5. The City Council of the City of Palm Bay hereby grants an Economic Development Ad Valorem Tax Exemption to I.O. Inc. located at 2144 Franklin Drive NE, Palm Bay, Florida 32905, for its new personal property and building modifications.

SECTION 6. The tax exemption hereby granted shall be for a term of ten (10) commencing with the first year the expanded employment is fulfilled, and lasting ten (10) years thereafter, for eighty percent (80%) of City ad valorem taxes.

SECTION 7. I.O. Inc. shall submit to the City an annual report providing evidence of continued compliance with the definition of an expansion of an existing business for

each of the ten (10) years during which I.O. Inc. is eligible to receive ad valorem tax exemption. If the annual report is not received, or if the annual report indicates I.O. Inc. no longer meets the criteria of Chapter 196.012, Florida Statutes, the City Manager shall make a report to the City Council for consideration of revocation of the ad valorem tax exemption.

SECTION 8. The City Council may adopt an ordinance revoking the ad valorem tax exemption. The ordinance may provide that the City Council recover any ad valorem taxes abated in favor of Oakridge Global Energy Solutions for the period of time that was determined that the company no longer met the criteria of Chapter 196.012, Florida Statutes.

SECTION 9. 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 10. 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 11. The provisions within this ordinance shall take effect immediately upon the enactment date.

Read in title only at Meeting No. 2015-30, held on November 5, 2015; and read
in title only and duly enacted at Meeting No. 2015- , held on , 2015.

William Capote, MAYOR

ATTEST:

Terese M. Jones, CITY CLERK

Reviewed by CAO: _____

cc: (date) Andy Anderson, Economic Development Administrator (3 certified copies)
I.O. Inc.
Greater Palm Bay Chamber of Commerce
State of Florida, Office of the Secretary State

ORDINANCE NO. 2015-63

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, VACATING AND ABANDONING A PORTION OF THE REAR TWENTY (20) FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT, LOCATED WITHIN LOT 13, BLOCK 674, PORT MALABAR UNIT 15, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGE 75, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND LEGALLY DESCRIBED HEREIN; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Diane LaPete has requested the City of Palm Bay, Florida, to vacate a portion of a certain public utility and drainage easement, which portion is legally described herein, and

WHEREAS, the vacation and abandonment of said portion of the public utility and drainage easement will neither adversely affect nor benefit the public.

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

SECTION 1. The City Council of the City of Palm Bay hereby vacates and abandons a portion of the rear public utility and drainage easement located within Lot 13, Block 674, Port Malabar Unit 15, according to the plat thereof as recorded in Plat Book 15, Page 75, of the Public Records of Brevard County, Florida, Section 09, Township 29S, Range 37E, being more particularly described as follows:

The north 10 feet of the south 20 feet of Lot 13, Block 674, less and except the east 6 feet and the west 6 feet; containing 680 square feet, more or less.

SECTION 2. The provisions within this ordinance shall take effect immediately upon the enactment date.

Read in title only at Meeting No. 2015-31, held on November 17, 2015, and read in
title only and duly enacted at Meeting No. 2015- , held on , 2015.

William Capote, MAYOR

ATTEST:

Terese M. Jones, CITY CLERK

Reviewed by CAO: _____

Applicant: Diane LaPete
Case No.: VE-8-2015

cc: (date) Applicant
Case File
Brevard County Recording

ORDINANCE NO. 2015-64

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, VACATING AND ABANDONING A PORTION OF THE REAR TEN (10) FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT, LOCATED WITHIN LOT 24, BLOCK 1717, PORT MALABAR UNIT 36, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 19, PAGE 86, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND LEGALLY DESCRIBED HEREIN; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Walter Clark has requested the City of Palm Bay, Florida, to vacate a portion of a certain public utility and drainage easement, which portion is legally described herein, and

WHEREAS, the vacation and abandonment of said portion of the public utility and drainage easement will neither adversely affect nor benefit the public.

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

SECTION 1. The City Council of the City of Palm Bay hereby vacates and abandons a portion of the rear public utility and drainage easement located within Lot 24, Block 1717, Port Malabar Unit 36, according to the plat thereof as recorded in Plat Book 19, Page 86, of the Public Records of Brevard County, Florida, Section 03, Township 29S, Range 36E, being more particularly described as follows:

The north 10 feet of said Lot 24, Block 1717, less the east 6 feet; containing 891.70 square feet, more or less.

SECTION 2. The provisions within this ordinance shall take effect immediately upon the enactment date.

Read in title only at Meeting No. 2015-31, held on November 17, 2015, and read in
title only and duly enacted at Meeting No. 2015- , held on , 2015.

William Capote, MAYOR

ATTEST:

Terese M. Jones, CITY CLERK

Reviewed by CAO: _____

Applicant: Walter Clark
Case No.: VE-9-2015

cc: (date) Applicant
Case File
Brevard County Recording



MEMO TO: Honorable Mayor and Members of City Council

FROM: Terese M. Jones, City Clerk

DATE: December 1, 2015

SUBJECT: Conditional Use Request, Church – Kairos International Ministry

Kairos International Ministry (Pastor Danny Acosta) has submitted an application for a conditional use for a church in GC (General Commercial District) zoning. The property is located east of and adjacent to Thor Avenue, in the vicinity south of Agora Circle, and contains 0.56 acres, more or less.

Staff Conclusion:

The Planning and Zoning Board and City Council must determine if the request, based upon the submitted material and presentation made by the applicant, meets the general requirements of the Code of Ordinances, as identified in the Staff Report.

Planning and Zoning Board Recommendation:

Unanimous approval of the request.

Resolution No. 2015-56 has been prepared for consideration at tonight's meeting. If you should have any questions, please advise.

/tjl

Attachments

Case No. CU-15-2015



Land Development Division
120 Malabar Road SE
Palm Bay, FL 32907
321-733-3042
Landdevelopment@palmabayflorida.org

CONDITIONAL USE APPLICATION

This application must be completed, legible, and returned, with all enclosures referred to herein, to the Land Development Division, Palm Bay, Florida, prior to 5:00 p.m. on the first day of the month to be processed for consideration by the Planning and Zoning Board the following month. The application will then be referred to 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.

- 1) NAME OF APPLICANT (Type or print) Kairos International Ministry
ADDRESS 261 Thor Ave Unit A
CITY Palm Bay STATE Florida ZIP 32909
PHONE # 321 208 3388 FAX # _____
E-MAIL ADDRESS pastordennycosta@yahoo.com
- 2) COMPLETE LEGAL DESCRIPTION OF PROPERTY COVERED BY APPLICATION _____

SECTION 3 TOWNSHIP 29 RANGE 37

- 3) SIZE OF AREA COVERED BY THIS APPLICATION (calculate acreage): _____
- 4) CONDITIONAL USE SOUGHT: church
- 5) ZONE CLASSIFICATION AT PRESENT (ex.: RS-2, CC, etc.): Gc general comercial
- 6) APPLICANT MUST PROVIDE A SITE PLAN SKETCH IN PDF FORMAT SHOWING THE FOLLOWING WHERE APPLICABLE:
- (a) Adequate ingress and egress may be obtained to and from the property, with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or other emergency.
 - (b) Adequate off-street parking and loading areas may be provided, without creating undue noise, glare, odor, or other detrimental effects upon adjoining properties.
 - (c) Adequate and properly located utilities that are available or may be reasonably provided to serve the proposed development.
 - (d) Adequate screening and/or buffering will be provided to protect and provide compatibility with adjoining properties.
 - (e) Signs, if any, and proposed exterior lighting will be so designed and arranged so as to promote traffic safety and to eliminate or minimize any undue glare, incompatibility, or disharmony with adjoining properties.
 - (f) Yards and open spaces will be adequate to properly serve the proposed development and to ensure compatibility with adjoining properties.
 - (g) The use as proposed will be in conformance with all stated provisions and requirements of this chapter.

CITY OF PALM BAY, FLORIDA
CONDITIONAL USE APPLICATION
PAGE 2 OF 3

- (h) Establishment and operation of the proposed use upon the particular property involved will not impair the health, safety, welfare, or convenience of residents or workers in the City.
- (i) The proposed use will not constitute a nuisance or hazard because of the number of persons who will attend or use the facility, or because of vehicular movement, noise, fume generation, or type of physical activity.
- (j) The use as proposed for development will be compatible with the existing or permitted uses of adjacent properties.
- (k) Development and operation of the proposed use will be in full compliance with any additional conditions and safeguards which the City Council may prescribe, including but not limited to reasonable time limit within which the action for which special approval is requested shall be begun or completed, or both.

7) ADDITIONAL CONDITIONS MUST BE MET FOR THE FOLLOWING CONDITIONAL USES. LISTINGS OF THE ADDED CRITERIA ARE AVAILABLE FROM STAFF AND MUST BE INCORPORATED INTO THE SITE PLAN (Check all that apply).

☐ Planned Commercial Development (site is commercially zoned and over three acres in size).

☐ Planned Industrial Development (site is industrially zoned and over five acres in size).

☐ Planned Residential Development (site is zoned multi-family and proposes 100 or more units).

☒ Church ☐ Communication tower and facilities

☐ Club or Lodge ☐ Arcade amusement center

☐ Commercial dog kennel ☐ Electronic gaming establishment

☐ Public or private school ☐ Dance club (Sec. 185.088(J))

☐ Self-storage facility

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

☐ *\$600.00 Application Fee. Make check payable to "City of Palm Bay."

☒ A listing 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 can be obtained from the Brevard County Planning and Zoning Department at 633-2060, or on the Internet at www.brevardpropertyappraiser.com) List shall be legible and the source of that information stated here: _____

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

☐ Property map showing properties within 500 foot radius, and clearly outlining the subject parcel.

☐ Location map showing properties adjacent uses, zoning, streets, driveways, canals, and utilities.

☐ Citizen Participation Plan. Refer to Section 169.005 of the Land Development Code for guidelines.

☐ WHERE PROPERTY IS NOT OWNED BY THE APPLICANT, A LETTER MUST BE ATTACHED GIVING THE NOTARIZED CONSENT OF THE OWNER FOR THE APPLICANT TO REQUEST THE CONDITIONAL USE.

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

____ IN ORDER TO DISCLOSE ALL PARTIES SEEKING THIS APPROVAL, COMPLETE THE ATTACHED DISCLOSURES OF OWNERSHIP INTERESTS FORMS FOR PROPERTY OWNERS AND/OR APPLICANTS IN REFERENCE TO RESOLUTION 2008-19.

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

**UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING
CONDITIONAL USE APPLICATION AND THAT THE FACTS STATED IN IT ARE TRUE.**

Signature of Applicant

Date

9-30-15

Printed Name of Applicant

Pastor - Danny Acosta

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

CITY OF PALM BAY

LAND DEVELOPMENT DIVISION STAFF REPORT

APPLICATION

PROPOSAL: The applicant is requesting conditional use approval for a Church in a GC, General Commercial Zoning District.

LOCATION: The subject property is located at 261 Thor Avenue SE. Specifically, Lot 14, Block 1985, of Port Malabar Unit 40; located in Section 3, Township 29 South, and Range 37 East.

APPLICANT: Kairos International Ministry

SITE DATA

PRESENT ZONING: GC, General Commercial

ACREAGE: 0.56 acres (\pm)

DENSITY: Not applicable

ADJACENT ZONING & LAND USE:

N	-- GC, General Commercial; Commercial Warehouse and Vacant Land
E	-- GC, General Commercial; Palm Bay Drainage Ditch
S	-- GC, General Commercial; Commercial Electric
W	-- GC, General Commercial; Thor Avenue SE

WATER & SEWER: City Water & Sewer Available

FLOOD ZONE: X, Area outside the 500 Year Flood Zone

**COMPLIANCE WITH THE
COMPREHENSIVE PLAN:** Yes

BACKGROUND:

1. The subject property is located at 261 Thor Avenue SE. Specifically, Lot 14, Block 1985, of Port Malabar Unit 40; located in Section 3, Township 29 South, and Range 37 East.
2. The current zoning is GC, General Commercial and the property is bordered by GC Zoning on all sides. Surrounding land uses include the HBI Building to the north, Commercial Electric to the south, Thor Avenue to the west and a City Drainage Ditch to the east.
3. On June 4, 2015, at RCM No. 2015-15, the City Council approved Ordinance No. 2015-26. This ordinance amended the GC, General Commercial Zoning District by adding Churches as a Conditional Use (Case No. T-6-2015).
4. The applicant is requesting conditional use approval in order to allow for their church to operate upon the subject property, per Section 185.054 (D) (6), of the Palm Bay Code of Ordinances. The applicant is Pastor Denny Acosta of the Kairos International Ministry. The property includes approximately 0.56 acres.

CODE REQUIREMENTS:

1. In order to be granted conditional use approval, a request is evaluated upon items (A) through (I) of the General Requirements and Conditions listed in Section 185.087 of the Code of Ordinances. A review of these items is as follows:

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

The site is served by one (1) existing driveway from Thor Avenue. The lone driveway is sufficient for the size and use of the existing building.

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

The existing building is 4,180 square feet. When it was reviewed in 2001 a parking ratio of one space for each 300 square feet was utilized. This resulted in a minimum of 14 spaces, one (1) of which was required to be handicap accessible. According to the applicant the church currently has 30 members, but Van Service is provided.

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

The facility is currently serviced by city water and sewer. The property has both electric and phone services.

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

The site is developed and has been occupied with commercial businesses for the past 13 years. The church will occupy Suite A (800 square feet) and all services will be within the building. As such, additional screening and/or buffering does not appear warranted.

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

Only one (1) detached sign is allowed for this site and already exists. The church will be permitted script within this sign and on the wall of the suite itself. The property is already provided exterior lights; the applicant has not proposed additional lighting.

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

The developed site meets the minimum yard and open space requirements.

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

Since there are only 14 spaces on-site, and the church already has 30 members, staff is concerned that vehicles may park along the Thor Avenue right-of-way. The applicant will need to explain for the Board and Council how the Van Service is utilized.

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

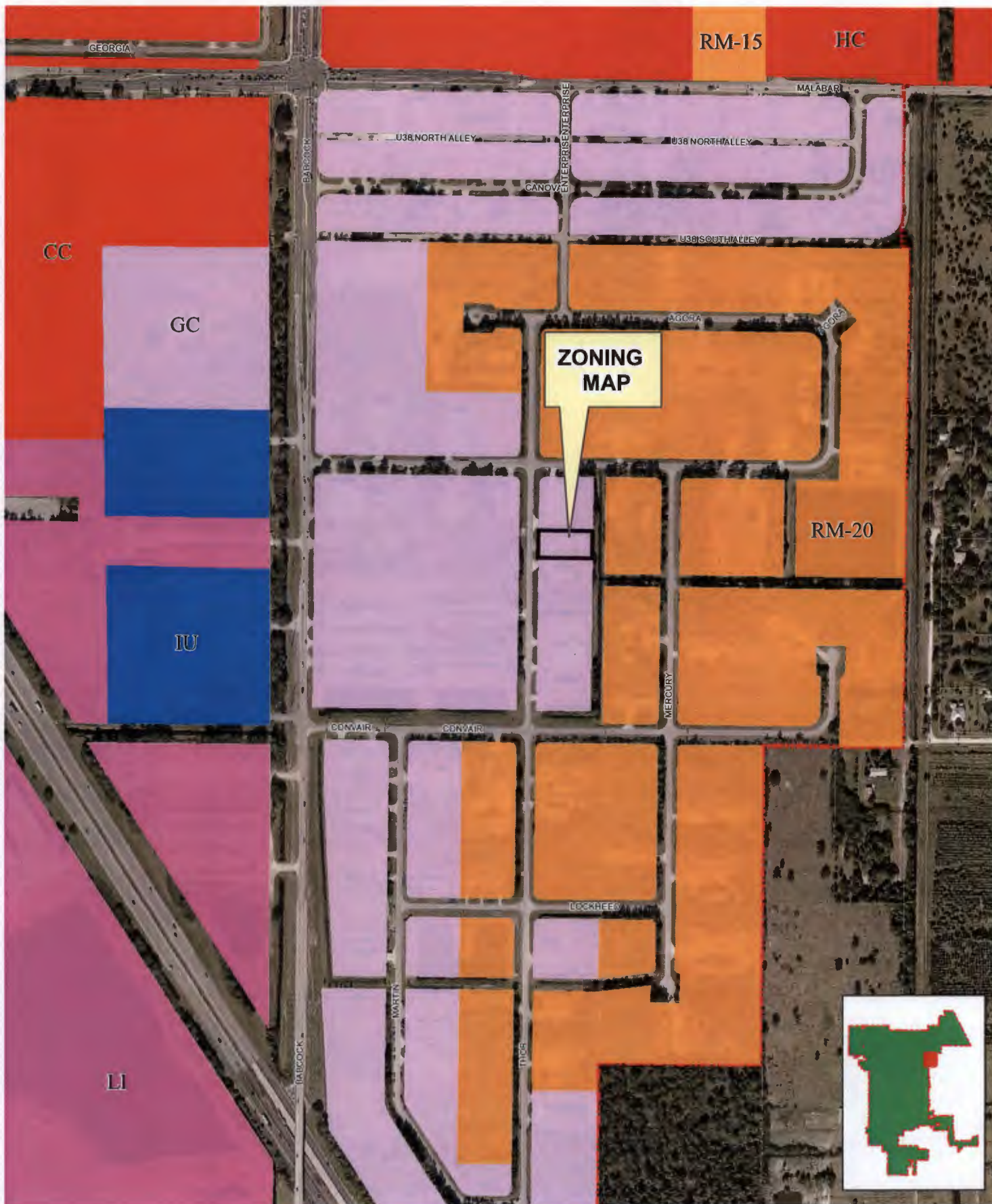
Church Use is permitted, via conditional use approval, and the property contains sufficient buffering. The site is surrounded by commercial uses and vacant commercial land on three (3) sides. A city drainage ditch separates the property from the multi-family residential uses further to the east. It should be noted that Churches are typically a quiet use.

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

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

STAFF CONCLUSION:

The Planning and Zoning Board and City Council must determine if the request, based upon the submitted material and presentation made by the applicant, meets the general requirements of the Code of Ordinances, as identified in this report.



Map for illustrative purposes only. Not to be construed as binding or as a survey.

Map created by the Land Development Division



CASE NO. CU-15-2015

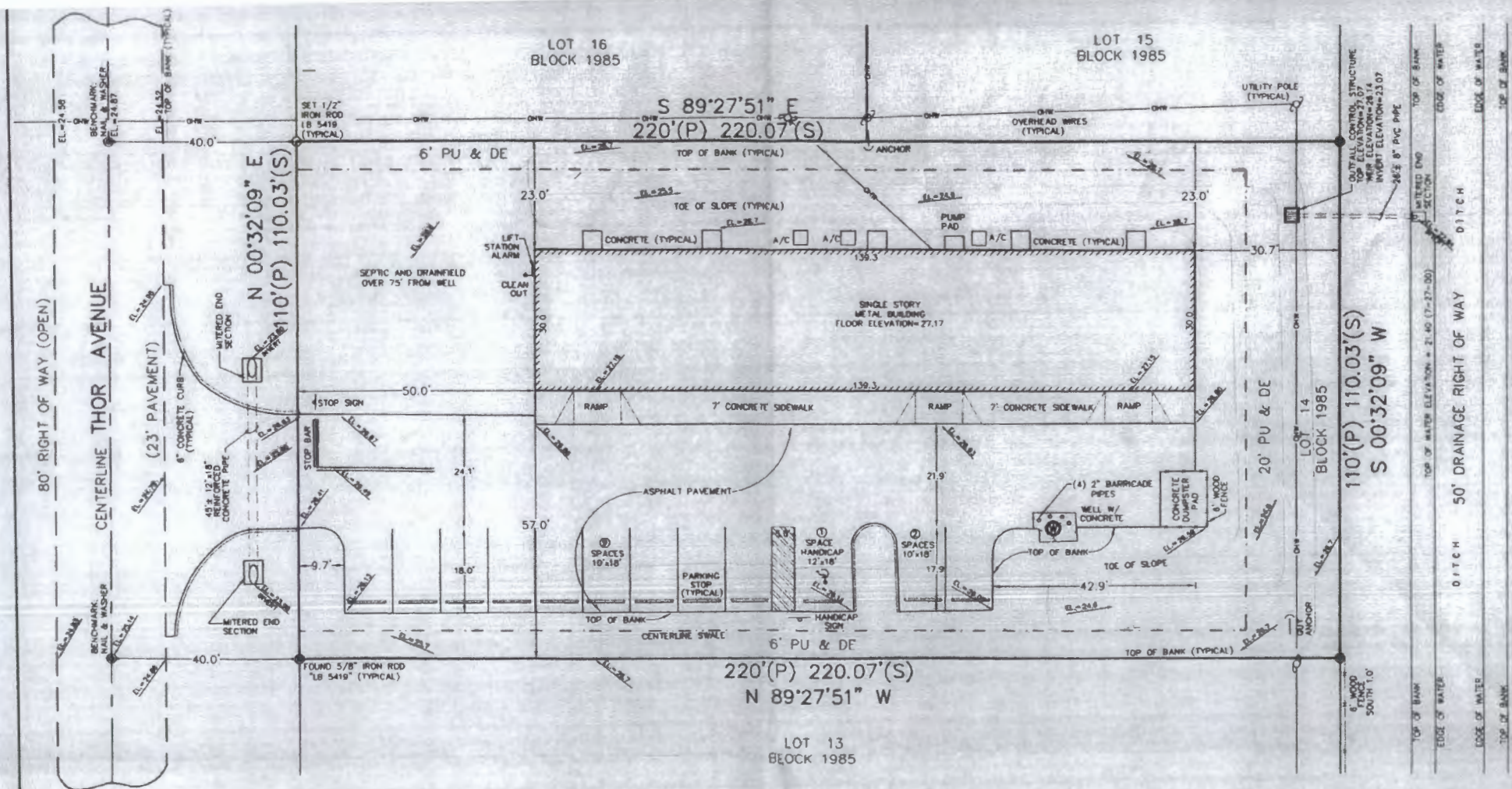


Map for illustrative purposes only. Not to be construed
as binding or as a survey.

Map created by the Land Development Division



CASE NO. CU-15-2015



CITY OF PALM BAY, FLORIDA
PLANNING AND ZONING BOARD/
LOCAL PLANNING AGENCY
REGULAR MEETING NO. 2015-11

Held on Wednesday, November 4, 2015, in the City Hall Council Chambers, 120 Malabar Road SE, Palm Bay, Florida.

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

Mr. Bob Williams called the meeting to order at approximately 7:00 p.m.

Mr. Adam Hill led the Pledge of Allegiance to the Flag.

Mr. Williams announced that that there were technical difficulties with the audio system so all comments should be spoken clearly and into the microphones. He 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 City Council.

Regular Planning and Zoning Board/Local Planning Agency Meeting No. 2015-10. Motion by Mr. Jacobs, seconded by Mr. Pezzillo to approve the minutes as presented. The motion carried with members voting unanimously.

ROLL CALL:

CHAIRMAN:	Bob Williams	Present
VICE CHAIRMAN:	Adam Hill	Present
MEMBER:	Samuel Artley	Present
MEMBER:	Conroy Jacobs	Present
MEMBER:	Leeta Jordan	Present
MEMBER:	Martha Melendez	Present
MEMBER:	William Pezzillo	Present
MEMBER:	Marty Piatkowski	Absent (Excused)
MEMBER:	Philip Weinberg	Present
APPOINTEE:	Wendall Stroderd	Present

The absence of Mr. Piatkowski was excused.

The floor was opened for public comments.

Ms. Katherine Kennedy (resident of Palm Bay) spoke in favor of the request. She felt that any improvements that included landscaping would be beneficial and that improving aesthetics also improved surrounding property values.

The floor was closed for public comments and there were no letters in the file.

Motion by Mr. Hill, seconded by Mr. Jacobs to submit Case V-28-2015 to City Council for approval of a variance request to grant a proposed self-storage facility relief from the minimum parking requirement in a CC, Community Commercial District as established by Section 185.140(C)(27) of the Palm Bay Code of Ordinances subject to the staff report and a requirement for enhanced landscaping of trees and shrubs.

Mr. Jacobs stated that the site layout as proposed should alleviate traffic concerns.

A vote was called on the motion by Mr. Hill, seconded by Mr. Jacobs to submit Case V-28-2015 to City Council for approval of a variance request to grant a proposed self-storage facility relief from the minimum parking requirement in a CC, Community Commercial District as established by Section 185.140(c)(27) of the Palm Bay Code of Ordinances subject to the staff report and a requirement for enhanced landscaping of trees and shrubs. The motion carried with members voting unanimously.

City Council will hear Case V-28-2015 on December 1, 2015.

4. CU-15-2015 – KAIROS INTERNATIONAL MINISTRY
(DANNY ACOSTA, PASTOR)

Mr. Murphy presented the staff report for Case CU-15-2015. The applicant had requested a conditional use to allow an existing church in a GC, General Commercial District. The board must determine if the request, based on the submitted material and presentation, meets the general and specific requirements of the Code of Ordinances as identified in the staff report.

Mr. Williams questioned how the site would accommodate church parking, and he was concerned about vehicles parking along Florida Avenue NE and being towed. Mr. Danny Acosta (applicant) stated that most of his members would be picked up and dropped off by the church van, and he would dissuade drivers from parking along Florida Avenue.

Mr. Weinberg wanted to know the number of parishioners who rode the van. Mr. Acosta answered that half the members, approximately 14 out of 30, used the van service.

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

Motion by Mr. Jacobs, seconded by Mr. Weinberg to submit Case CU-15-2015 to City Council for approval of a conditional use request to allow an existing church in a GC, General Commercial District. The motion carried with members voting unanimously.

City Council will hear Case CU-15-2015 on December 1, 2015.

5. CP-9-2015 – CITY OF PALM BAY (GROWTH MANAGEMENT DEPARTMENT)

Mr. Buchanan presented the staff report for Case CP-9-2015. The applicant had requested a Comprehensive Plan amendment to the Future Land Use Element to create a Future Land Use category called Bayfront Mixed Use and associated textual amendments removing conflicting language. Case CP-9-2015 was prepared by staff on behalf of the Bayfront Community Redevelopment District (BCRD) Department.

Mr. Buchanan clarified that the subject request would create a new Bayfront Mixed Use land use category. The existing Bayfront Mixed Use classification would be renamed Bayfront Mixed Use Village. He expounded on the new land use category.

BCRA Administrator James Marshal was present.

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

Motion by Mr. Pezzillo, seconded by Mr. Hill to submit Case CP-9-2015 to City Council for approval of a Comprehensive Plan amendment to the Future Land Use Element to create a Future Land Use category called Bayfront Mixed Use and associated textual amendments removing conflicting language. The motion carried with members voting unanimously.

City Council will hear Case CP-9-2015 on November 5, 2015.

RESOLUTION NO. 2015-56

A RESOLUTION OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, GRANTING A CONDITIONAL USE FOR A CHURCH IN GC (GENERAL COMMERCIAL DISTRICT) ZONING; WHICH PROPERTY IS LOCATED EAST OF AND ADJACENT TO THOR AVENUE, IN THE VICINITY SOUTH OF AGORA CIRCLE, AND LEGALLY DESCRIBED HEREIN; GRANTING THE USE AS A CONDITIONAL USE; PROVIDING FOR CONSTRUCTION TO BE IN COMPLIANCE WITH THE SITE PLAN; PROVIDING FOR A COMMENCEMENT PERIOD; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, application for a conditional use in GC (General Commercial District) zoning to permit a church on property legally described herein, has been made by Kairos International Ministry, and

WHEREAS, the request was duly considered by the Planning and Zoning Board of the City of Palm Bay on November 4, 2015, which voted to recommend to the City Council approval of the application, and

WHEREAS, all provisions applicable to the conditional use under Chapter 185, Zoning, Conditional Uses, Sections 185.085 and 185.086, and District Regulations, Section 185.054, of the Palm Bay Code of Ordinances, have been satisfied by the applicant, and

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

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

SECTION 1. The City Council of the City of Palm Bay hereby grants a conditional use for a church on property zoned GC (General Commercial District), which property is legally described as follows:

Lot 14, Block 1985, Port Malabar Unit 40, according to the plat thereof as recorded in Plat Book 21, Page 31, of the Public Records of Brevard County, Florida; Section 3, Township 29S, Range 37E; containing 0.56 acres, more or less.

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

- 1) Constructing the church in accordance with the site plan which is, by reference, incorporated herein as Exhibit "A".
- 2) The Land Development Division Staff Report which is, by reference, incorporated herein as Exhibit "B".
- 3) 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.

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

B. Failure to make payment of the business tax within one (1) year shall void the conditional use.

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

This resolution was duly enacted at Meeting No. 2015- , of the City Council of the City of Palm Bay, Brevard County, Florida, on , 2015.

ATTEST:

William Capote, MAYOR

Terese M. Jones, CITY CLERK



MEMO TO: Honorable Mayor and Members of City Council

FROM: Terese M. Jones, City Clerk

DATE: December 1, 2015

SUBJECT: Variance Request – John Turner

John Turner has submitted an application for a variance to allow an existing pool to encroach the ten (10) foot rear setback by a maximum of 3.5 feet in RS-2 (Single Family Residential District) zoning, as provided for in Section 185.118(A)(3), of the Palm Bay Code of Ordinances. The property is located southeast of and adjacent to Garden Terrace, in the vicinity southeast of Port Malabar Boulevard and southwest of Bianca Drive, and contains 0.22 acres, more or less.

Staff Findings:

The Planning and Zoning Board must determine, based on the facts presented, to what degree, if any, of minimal relief is required to meet the needs of the variance being requested as required under Section 169.009 of the City of Palm Bay Code of Ordinances, and make recommendations to City Council for a final review.

Planning and Zoning Board Recommendation:

Unanimous approval of the request.

The subject matter is scheduled for public hearing purposes at tonight's meeting. If you should have any questions, please advise.

/tjl

Attachments

Case No. V-26-2015



Land Development Division
120 Malabar Road
Palm Bay, FL 32907
321-733-3042
Landdevelopment@palmbayflorida.org

VARIANCE APPLICATION

This application must be completed, legible, and returned, with all enclosures referred to herein, to the Land Development Division, Palm Bay, Florida, prior to 5:00 p.m. on the first day of the month to be processed for consideration by the Planning and Zoning Board the following month. The application will then be referred to 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.

1) NAME OF APPLICANT (Type or print) JOHN TURNER
ADDRESS 2948 GARDEN TERRACE N.E.
CITY PAIM BAY STATE FLORIDA ZIP 32905
PHONE # (321) 355-9520 FAX # —
E-MAIL ADDRESS JOHN.TURNER785@YAHOO.COM

2) COMPLETE LEGAL DESCRIPTION OF PROPERTY COVERED BY APPLICATION _____

SECTION _____ TOWNSHIP _____ RANGE _____

3) STREET ADDRESS OF PROPERTY COVERED BY APPLICATION: 2948 GARDEN TERRACE N.E.

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

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

6) ARE THERE ANY STRUCTURES ON THE PROPERTY NOW?: ☒ YES ☐ NO

7) HAS A VARIANCE APPLICATION PREVIOUSLY BEEN FILED FOR THIS PROPERTY?:
☐ YES ☒ NO

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

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

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

- 10) GIVE WRITTEN EXPLANATION(S) DEMONSTRATING HOW THE VARIANCE MEETS THE FOLLOWING CONDITIONS:

- (a) That special conditions and circumstances exist which are peculiar to the land, structures or buildings involved and which are not applicable to other lands, structures or buildings in the same land use category, zoning district, or situation.
- (b) That special conditions and circumstances referred to above do not result from the actions of the applicant.
- (c) That literal interpretation and enforcement of the development code regulations would deprive the applicant of rights commonly enjoyed by other properties in the same land use category, zoning district, or situation under the terms of the development code, and would work unnecessary and undue hardship on the applicant.
- (d) That if granted, the variance is the minimum variance necessary to make possible the reasonable use of the land, building or structure.
- (e) That granting the variance requested will not confer on the applicant any special privilege that is denied by the development code to other lands, buildings, or structures in the same land use category, zoning district, or situation.
- (f) That granting the requested variance will be in harmony with the general intent and purpose of this code, and will not be injurious to the surrounding properties or detrimental to the public welfare.

I purchased property with pool already installed. HAVE A LICENSE AGREEMENT in place. Unable to get financing with the LICENSE AGREEMENT.

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

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

N/A BERT J. HARRIS PRIVATE PROPERTY RIGHTS PROTECTION ACT, Chapter 95-181, Laws of Florida.
Provide a copy of one of the following: _____ Special master appointed in accordance with the act.
_____ Court order as described in the act.

N/A AMERICANS WITH DISABILITIES ACT. Cite the section of the act from which the variance request will provide relief: _____

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

_____ *\$300.00 Application Fee. Make check payable to "City of Palm Bay."

☒ A listing 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 can be obtained from the Brevard County Planning and Zoning Department at 633-2060, or on the Internet at www.brevardpropertyappraiser.com) List shall be legible and the source of that information stated here: _____

☒ Sign(s) posted on the subject property. Refer to [Section 51.07\(C\)](#) of the Legislative Code for guidelines.

☒ A site plan drawn to scale which shows all property and yard dimensions, its structures (if any) and the variance desired, including abutting highway or road boundaries. Submit in electronic or PDF format.

☒ A survey prepared by a registered surveyor showing all property lines and structures.

_____ WHERE PROPERTY IS NOT OWNED BY THE APPLICANT, A [LETTER](#) MUST BE ATTACHED GIVING THE NOTARIZED CONSENT OF THE OWNER FOR THE APPLICANT TO REQUEST THE VARIANCE.

_____ IN ORDER TO DISCLOSE ALL PARTIES SEEKING THIS APPROVAL, COMPLETE THE ATTACHED DISCLOSURES OF OWNERSHIP INTERESTS FORMS FOR PROPERTY OWNERS AND/OR APPLICANTS IN REFERENCE TO RESOLUTION 2008-19.

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

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING VARIANCE APPLICATION AND THAT THE FACTS STATED IN IT ARE TRUE.

Signature of Applicant

Date

9-28-15

Printed Name of Applicant

JOHN TURNER

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

LICENSE AGREEMENT

AGREEMENT made this 13th day of October, 1994 by and between the City of Palm Bay, Florida, a municipal corporation, and its successors (hereinafter LICENSOR), and Clayton W. Pierson and Claire B. Pierson, for themselves, their heirs, personal representatives, successors, and assigns (hereinafter LICENSEES).

WHEREAS, LICENSEES are the owners of a parcel of land legally described herein, and

WHEREAS, such property is lying and situate within the municipal boundaries of the LICENSOR, and

WHEREAS, a pool and deck has been constructed upon the real property as described herein on the south side of the LICENSEE'S home, and

WHEREAS, said pool and deck encroaches into the rear twenty foot public utility and drainage easement.

WHEREAS, LICENSEES have requested LICENSOR to grant a License to permit such pool and deck to remain as an encroachment under the conditions and terms set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. LICENSEES, husband and wife, are the owners of that certain real property located within the municipal boundaries of the City of Palm Bay, Florida, which property is legally described as follows:

County Clerk
Recorded and verified Brevard County, recorded in Plat Book 14, Pages 18-23, of the
Pgs. 3 # Images 3 Public Records of Brevard County, Florida.

Trust Fund 2.00 Reg Fee 13.00
Stamp-Deed _____ Excess Tx _____
Stamp-Mtg _____ Int Tx _____
Service Chg _____ Refun. i _____
LICENSOR has an interest in the aforescribed property by virtue of
that ~~certain~~ public utility and drainage easement which encompasses the
southerly twenty feet (20') of the aforescribed property.

BK3429PG3373

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

689870

94 OCT 19 PM 1:42

3. The pool and deck located upon the aforescribed property encroaches upon the public utility and drainage easement located along the southerly twenty feet of the property in the manner shown by that certain survey prepared by Kevin A. Smith, Registered Land Surveyor, dated August 24, 1994, a copy of which is attached hereto and, by reference, incorporated herein as Exhibit "A".

4. LICENSEES hereby covenants and agrees that should any damage result to the pool and deck encroaching upon the public utility and drainage easement as described in Exhibit "A" or is required to be removed due to access to the public utility and drainage easement by the LICENSOR or by any public or private utility company, their representatives, agents, or employees, the said LICENSEES shall not hold the LICENSOR nor any public or private utility company, their representatives, agents, or employees, duly authorized by the LICENSOR to any liability, responsibility, or obligation, nor bring, file, or assert any claim, demand, suit, action or cause of action against the LICENSOR nor against any public or private utility company, their representatives, agents, or employees, having a right of access to the aforesaid easement and duly authorized to do business within the City of Palm Bay, Florida.

5. Such license shall run with the land and shall inure to the heirs, successors, and assigns of LICENSEES, provided, however, that in the event such pool and deck is destroyed, such that it no longer encroaches upon and into the applicable easement, then and in such event any repairs, reconstruction or replacement of the pool and deck shall be prohibited.

IN WITNESS WHEREOF, the party has hereunto executed this Agreement on the day and year first written above.

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

License Agreement
Clayton W. Pierson
Page 3

Signed, sealed and delivered in the
presence of:

Linda Beard
Witness

Laura B. Sokoloff
Witness

Clayton W. Pierson
CLAYTON W. PIERSON
Claire B. Pierson
CLAIRE B. PIERSON

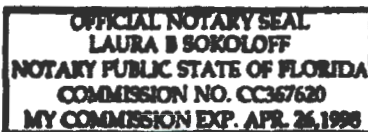
CITY OF PALM BAY, FLORIDA

Attest: Alice Passmore
Alice Passmore, CITY CLERK

By: Melton E. Broom
Melton E. Broom, MAYOR

STATE OF FLORIDA
COUNTY OF BREVARD

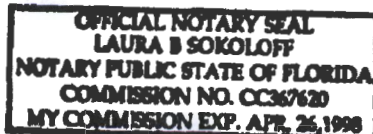
The foregoing instrument was acknowledged before me this October 13, 1994, by CLAYTON W. PIERSON and CLAIRE B. PIERSON, who are personally known to me or who have produced FD-262-119-23-111 (Clayton) FD-262-102-27-829-0 as identification and who did not take an oath.



Laura B. Sokoloff
LAURA B. SOKOLOFF, Notary Public
Serial No. CC367620
My commission expires:

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this October 17, 1994, by Melton E. Broom, Mayor, and Alice Passmore, City Clerk, of the City of Palm Bay, who are personally known to me and who did not take an oath.



Laura B. Sokoloff
Laura B. Sokoloff, Notary Public
Serial No. CC 367620
My commission expires: 04/26/98

BK3429PG3375

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



DATE: November 4, 2015
CASE #: Case V-26-2015

CITY OF PALM BAY

LAND DEVELOPMENT DIVISION STAFF REPORT

PROPOSAL: A request to allow an existing pool to encroach the 10' rear setback by a maximum of 3.5' as provided for in 185.118 (A) (3), in the RS-2, Single Family Residential Zoning District.

LOCATION: 2948 Garden Terrace NE

APPLICANT: Mr. John Turner

SITE DATA

PRESENT ZONING: RS-2, Single Family Residential Zoning District

ACREAGE: 0.22 Acres +/-

DENSITY: N/A

ADJACENT ZONING & LAND USE:
N -- RS-2, Single Family Residential District, w/ structures
E -- RS-2, Single Family Residential District, w/structures
S -- RS-2, Single Family Residential District, City Drainage Ditch
W -- RS-2, Single Family Residential District, w/structures

WATER & SEWER: Water & Sewer service available

TRAFFIC COUNTS: Not Available

FLOOD ZONE: Zone "X" – area of minimum flood potential

**COMPLIANCE WITH THE
COMPREHENSIVE PLAN:** Not Specifically Addressed

BACKGROUND:

1. The site is located at 2948 Garden Terrace NE. The property contains 0.22 acres, more or less.
2. The property is zoned RS-2, Single Family Residential. Surrounding zoning includes RS-2 zoning to the north, south, east, and west.
3. The applicant is seeking a variance to allow an existing pool to encroach the 10' rear setback by a maximum of 3.5' as provided for in 185.118 (A) (3) of the Palm Bay Code of Ordinances.

ANALYSIS:

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

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

The proposal is for an existing pool to encroach the rear setback by a maximum of 3.5'. There exists a 'License Agreement' signed by a previous Mayor of Palm Bay, back in October of 1994 that recognized and allowed for the encroachment. The pool has been in its current location for many years with no issues. City Staff can only use the variance process as the proper method to rectify setback issues, as they arise. This could be a special circumstance that the Board and Council may wish to consider with regard to this request.

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

The special conditions and circumstances identified in item 1 are not a direct result of the actions of the applicant. The pool was placed in its' present location by others. The Board and City Council must determine if the request has a hardship that requires relief from the Code. The applicant has stated that the License Agreement is not being accepted by financial institutions and is keeping them from receiving financing on the home/property.

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

Literal interpretation and enforcement of the code would require the applicant to remove a portion of the existing pool in order to comply with the Zoning Code. Such an endeavor would prove costly, and detract from an otherwise functional and aesthetically pleasing pool. The Board must ultimately decide if there exists a deprivation of rights with regards to the request.

Item 4 – “The variance, if granted, is the minimum variance necessary to make possible the reasonable use of the land, building or structure.”

City Council, after recommendation from the Planning and Zoning Board, will need to determine the minimum amount of relief, if any, that is required to make possible the reasonable use of the land, building or structure. It appears at minimum, the applicant would require 3.5’ of relief from the 10’ rear setback required for accessory structures. It should be noted that the property contains a city drainage ditch behind it (to the south) that separates the lot, and thus the pool, from the property further south.

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

Based on the circumstances that exist, granting the variance as requested may confer a special privilege that is denied to other lands, building or structures in the same district by allowing relief for the existing pool. However, the proposed structure does not appear to create any health or safety issues for surrounding properties. If the Board does wish to consider the variance request, items that they may want to impose on the applicant would be requiring a vacation of easement for the pool encroachment.

Item 6 – “The Granting of the variance will be in harmony with the general intent and purpose of this code, and will not be injurious to the surrounding properties or detrimental to the public welfare.”

City Council will need to make a determination if the proposed use is in harmony with the general intent and purpose of the code.

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

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

STAFF FINDINGS:

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



CASE V-26-2015 ZONING MAP



Map for illustrative purposes only. Not to be construed as binding or as a survey.
Map created by the Land Development Division

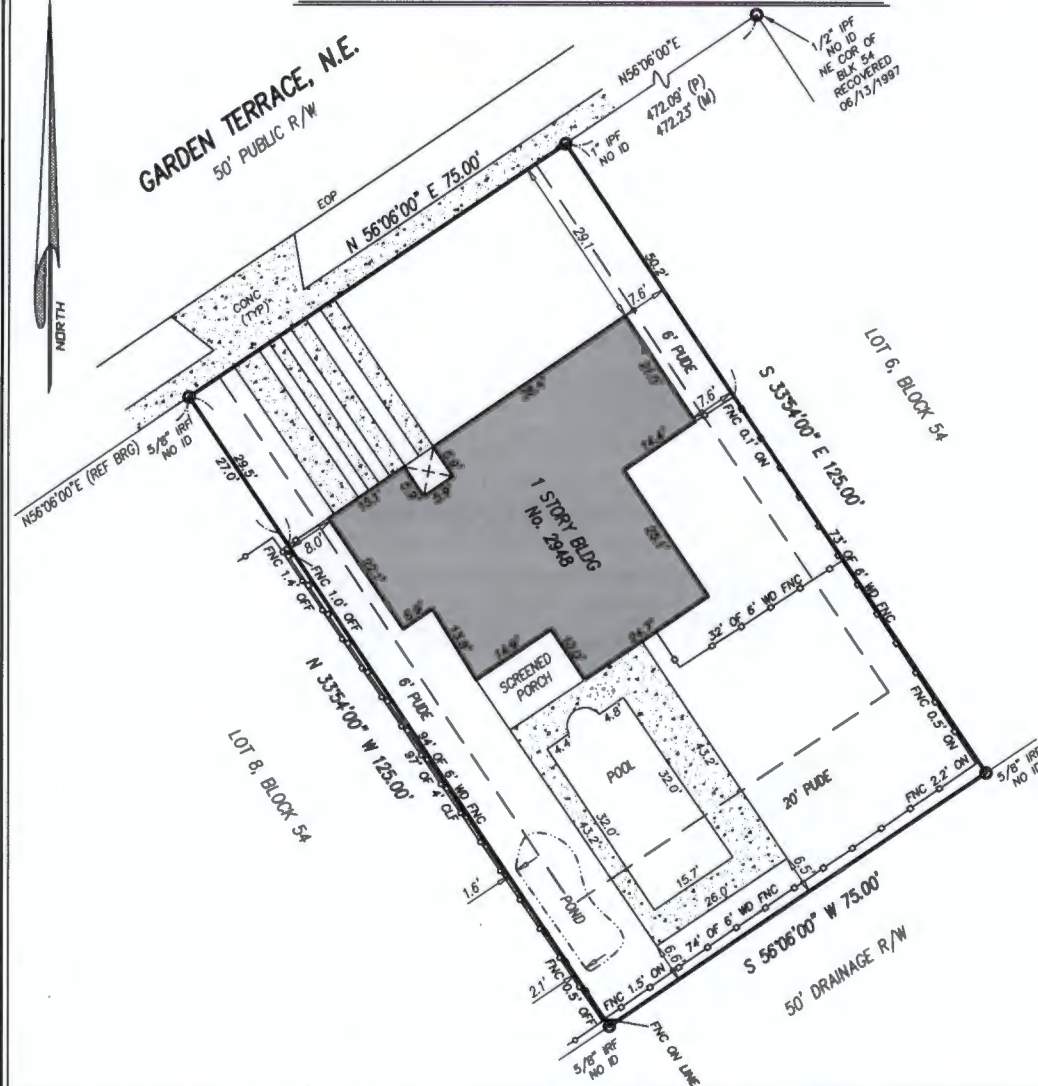


CASE V-26-2015 AERIAL VIEW



Map for illustrative purposes only. Not to be construed
as binding or as a survey.
Map created by the Land Development Division

MAP OF BOUNDARY SURVEY



LEGEND

<div>LEGEND</div>			
A = ARC	FEMA = FEDERAL EMERGENCY MANAGEMENT AGENCY	PCC = POINT OF COMPOUND CURVATURE	
A/C = AIR CONDITIONER	FF = FINISHED FLOOR	PCP = PERMANENT CONTROL POINT	
BFE = BASE FLOOD ELEVATION	FNC = FENCE	PI = POINT OF INTERSECTION	
BLDG = BUILDING	FND = FOUND	PLS = PROFESSIONAL LAND SURVEYOR	
BLK = BLOCK	FP&L = FLORIDA POWER & LIGHT COMPANY	POB = POINT OF BEGINNING	
BM = BENCHMARK	ID = IDENTIFICATION	POC = POINT OF COMMENCEMENT	
BRG = BEARING	IPF = IRON PIPE FOUND	PRC = POINT OF REVERSE CURVATURE	
(C) = CALCULATED	IRC = IRON ROD & CAP FOUND	PRM = PERMANENT REFERENCE MONUMENT	
CATV = CABLE TELEVISION	IRF = IRON ROD FOUND	PSM = PROFESSIONAL SURVEYOR AND MAPPER	
CBS = CONCRETE BLOCK STRUCTURE	IRS = 5/8" IRON ROD SET "LB 7835"	PT = POINT OF TANGENCY	
CHD = CHORD	LS = LICENSED BUSINESS NUMBER	PUE = PUBLIC UTILITY EASEMENT	
C/L = CENTERLINE	LS (RLS) or (PLS) REGISTERED OR PROFESSIONAL LAND SURVEYOR	R = RADIUS	
CLF = CHAIN LINK FENCE	(M) = MEASURED	REF = REFERENCE	
CMF = CONCRETE MONUMENT FOUND	NDF = NAIL & DISK FOUND	RNG = RANGE	
CMP = CORRUGATED METAL PIPE	NDS = 1 1/4" NAIL & DISK SET "LB 7835"	R/W = RIGHT OF WAY	
CON = CONCRETE	NOVD = NATIONAL GEODETIC VERTICAL DATUM	SEC = SECTION	
COR = CORNER	No. = NUMBER	SPHA = SPECIAL FLOOD HAZARD AREAS	
(D) = DEED	O/H = OVERHEAD	TEL = TELEPHONE RISER	
DA = DELTA BOOK	ORB = OFFICIAL RECORDS BOOK	TWP = TOWNSHIP	
DE = DELTA ANGLE	O/S = OFFSET	TYP = TYPICAL	
ELEC = ELECTRIC	(P) = PLAT	UP = UTILITY POLE	
ELEV = ELEVATION	PM = PLAT BOOK	WD = WOOD	
ENG = ENCROACHMENT	PC = POINT OF CURVATURE	WIT-COR = 5/8" IRON ROD SET WITH CAP "WITNESS LB 7835"	
EDP = EDGE OF PAVEMENT		WTR = WATER METER	
ESMT = EASEMENT		XCF = CROSS CUT FOUND	
FB = FIELD BOOK			

LEGAL DESCRIPTION:

LOT 7, BLOCK 54, PORT MALABAR UNIT FOUR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 14, PAGES 18-23, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA

BOUNDARY	DATE: 9/17/15	JOB No. 849
		FB 18-12-12
		PM4/L7B54

CERTIFIED TO:

BARRY GRASS
SUPREME TITLE CLOSINGS, LLC

CERTIFICATION:

I HEREBY CERTIFY: THAT THE ATTACHED SURVEY WAS DONE UNDER MY DIRECTION AND MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER SJ-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

DATE: 9/18/15

JOEL A. SEYMOUR PROFESSIONAL LAND SURVEYOR AND MAPPER
STATE OF FLORIDA No. LS 6133

DRAWN BY: DGB

SCALE 1 INCH = 20 FEET

NOTES:

- BEARINGS BASED ON THE SOUTH R/W BEING N56°06'00\"
- ELEVATIONS BASED ON _____
- FLOOD ZONE "X" MAP No. 1200RC0814G COMMUNITY No. 120404, MARCH 17, 2014. FLOOD ZONE INFORMATION DEPICTED HEREON IS APPROXIMATE. FEMA RETAINS SOLE AUTHORITY REGARDING BOUNDARY AND EXTENT OF SFHA.
- HORIZONTAL CLOSURE MEETS OR EXCEEDS THE ACCURACY REQUIREMENTS FOR SUBURBAN LAND PER FLORIDA STATUTE SJ-17-6.003.
- BEARINGS, DISTANCES OR ANGLES SHOWN ARE THE SAME AS PLAT, DEED OR RECORD UNLESS SHOWN OTHERWISE.
- NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY, IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY.
- THE SURVEYOR HAS NOT LOCATED NOR ATTEMPTED TO LOCATE ANY UNDERGROUND UTILITIES, OR STRUCTURES OTHER THAN THOSE THAT MAY BE SHOWN HEREON.
- ONLY BOUNDARY CORNER MONUMENTS AS SHOWN HEREON ARE TO BE USED FOR THE LOCATION AND CONSTRUCTION OF IMPROVEMENTS.
- UNLESS OTHERWISE INDICATED THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A TITLE SEARCH OR ATTORNEY'S TITLE OPINION.

Kane Surveying, Inc.

FLORIDA LICENSED BUSINESS No. LB 7838
505 DISTRIBUTION DRIVE
MELBOURNE, FLORIDA 32904
(321) 676-0427 FAX (321) 984-1448

CITY OF PALM BAY, FLORIDA
PLANNING AND ZONING BOARD/
LOCAL PLANNING AGENCY
REGULAR MEETING NO. 2015-11

Held on Wednesday, November 4, 2015, in the City Hall Council Chambers, 120 Malabar Road SE, Palm Bay, Florida.

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

Mr. Bob Williams called the meeting to order at approximately 7:00 p.m.

Mr. Adam Hill led the Pledge of Allegiance to the Flag.

Mr. Williams announced that that there were technical difficulties with the audio system so all comments should be spoken clearly and into the microphones. He 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 City Council.

Regular Planning and Zoning Board/Local Planning Agency Meeting No. 2015-10. Motion by Mr. Jacobs, seconded by Mr. Pezzillo to approve the minutes as presented. The motion carried with members voting unanimously.

ROLL CALL:

CHAIRMAN:	Bob Williams	Present
VICE CHAIRMAN:	Adam Hill	Present
MEMBER:	Samuel Artley	Present
MEMBER:	Conroy Jacobs	Present
MEMBER:	Leeta Jordan	Present
MEMBER:	Martha Melendez	Present
MEMBER:	William Pezzillo	Present
MEMBER:	Marty Piatkowski	Absent (Excused)
MEMBER:	Philip Weinberg	Present
APPOINTEE:	Wendall Stroderd	Present

The absence of Mr. Piatkowski was excused.

NEW BUSINESS:

1. V-26-2015 – JOHN TURNER

Mr. Loring presented the staff report for Case V-26-2015. The applicant had requested a variance to allow an existing pool to encroach 3.5 feet into the 10-foot rear setback in an RS-2, Single Family Residential District as established by Section 185.118(A)(3) of the Palm Bay Code of Ordinances. The board had to determine, based on the facts presented, the degree of minimal relief to meet the needs of the variance request as required by Section 169.009, City of Palm Bay Code of Ordinances.

Mr. Pezzillo wanted to know who installed the pool. Mr. John Turner (applicant) replied that the pool was present when he purchased the property.

The floor was opened for public comments.

Mr. Barry Grass (resident of Palm Bay) spoke in favor of the request. He said that he was attempting to purchase the site and that the pool error was discovered three days before his closing. The pool was installed about 21 years ago and was not near the power lines.

The floor was closed for public comments and there was one letter in support of the request in the file.

Motion by Mr. Hill, seconded by Mr. Jacobs to submit Case V-26-2015 to City Council for approval of a variance request to allow an existing pool to encroach 3.5 feet into the 10-foot rear setback in an RS-2, Single Family Residential District as established by Section 185.118(A)(3) of the Palm Bay Code of Ordinances. The motion carried with members voting unanimously.

City Council will hear Case V-26-2015 on December 1, 2015.

2. V-27-2015 – BONNIE KENNEDY

The applicant had requested a continuance of Case V-27-2015 to the December 2, 2015 Planning and Zoning Board meeting. Board action was required to continue the case.

CORRESPONDENCE

10/31/2015

Dear Planning Board.

In case # V-26-2015 I feel that,
as long as it improves, and makes
life more comfortable for his family
variance should be granted.

That's why we chose to have our
homes here, instead of a gated
community living under a
Discrimination.

Sincerely
Usula Durant



MEMO TO: Honorable Mayor and Members of City Council

FROM: Terese M. Jones, City Clerk

DATE: December 1, 2015

SUBJECT: Variance Request – Brevard Stow-a-Way One, LLC

Brevard Stow-a-Way One, LLC (Jake Wise, representative) has submitted an application for a variance to allow relief from the required parking requirement in CC (Community Commercial District) zoning, as provided for in Section 185.140(C)(27) of the Palm Bay Code of Ordinances. The property is located west of and adjacent to Culver Drive, in the vicinity south of Palm Bay Road, and contains 3.82 acres, more or less.

Staff Findings:

The Planning and Zoning Board must determine, based on the facts presented, to what degree, if any, of minimal relief is required to meet the needs of the variance being requested as required under Section 169.009 of the City of Palm Bay Code of Ordinances, and make recommendations to City Council for a final review.

Planning and Zoning Board Recommendation:

Unanimous approval of the request.

The subject matter is scheduled for public hearing purposes at tonight's meeting. If you should have any questions, please advise.

/tjl

Attachments

Case No. V-28-2015



V-28
Land Development Division
120 Malabar Road
Palm Bay, FL 32907
321-733-3042
Landdevelopment@palmabayflorida.org

VARIANCE APPLICATION

This application must be completed, legible, and returned, with all enclosures referred to herein, to the Land Development Division, Palm Bay, Florida, prior to 5:00 p.m. on the first day of the month to be processed for consideration by the Planning and Zoning Board the following month. The application will then be referred to 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.

1) NAME OF APPLICANT (Type or print) Todd C. Marshall- Brevard Stow-A-Way One, LLC

ADDRESS 7184 SE Osprey Street

CITY Hope Sound STATE FL ZIP 33455

PHONE # 772-545-4059 FAX # 772-545-4055

E-MAIL ADDRESS sawstorage@bellsouth.net

2) COMPLETE LEGAL DESCRIPTION OF PROPERTY COVERED BY APPLICATION _____

See Attached

SECTION 19 TOWNSHIP 28 RANGE 37

3) STREET ADDRESS OF PROPERTY COVERED BY APPLICATION: Culver Drive N.E.; Palm Bay, FL

4) SIZE OF AREA COVERED BY THIS APPLICATION (calculate acreage): +/- 3.82 ac

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

6) ARE THERE ANY STRUCTURES ON THE PROPERTY NOW?: YES X NO

7) HAS A VARIANCE APPLICATION PREVIOUSLY BEEN FILED FOR THIS PROPERTY?:
 X YES NO

IF SO, STATE THE NATURE OF THE PREVIOUS APPLICATION, WHETHER THE REQUEST WAS APPROVED OR DENIED, AND DATE OF ACTION: building coverage approved on 9/17/15

8) DESCRIBE THE EXTENT OF THE VARIANCE REQUESTED AND THE INTENDED USE OF THE PROPERTY IF THE VARIANCE IS GRANTED (SPECIFY NUMBER OF INCHES/FEET ENCROACHING INTO SPECIFIC REQUIRED YARD SETBACK OR REQUIRED HEIGHT RESTRICTIONS): reduction in required parking to increase green space and landscaping as requested by

neighboring property owners

- See Attached.**

**CITY OF PALM BAY, FLORIDA
VARIANCE APPLICATION
PAGE 3 OF 3**

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

N/A BERT J. HARRIS PRIVATE PROPERTY RIGHTS PROTECTION ACT, Chapter 95-181, Laws of Florida.
Provide a copy of one of the following: _____ Special master appointed in accordance with the act.
_____ Court order as described in the act.

N/A AMERICANS WITH DISABILITIES ACT. Cite the section of the act from which the variance request will provide relief: _____

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

X *\$300.00 Application Fee. Make check payable to "City of Palm Bay."

X A listing 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 can be obtained from the Brevard County Planning and Zoning Department at 633-2060, or on the Internet at www.brevardpropertyappraiser.com) List shall be legible and the source of that information stated here: Brevard County

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

X A site plan drawn to scale which shows all property and yard dimensions, its structures (if any) and the variance desired, including abutting highway or road boundaries. Submit in electronic or PDF format.

X A survey prepared by a registered surveyor showing all property lines and structures.

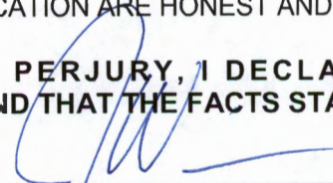
X WHERE PROPERTY IS NOT OWNED BY THE APPLICANT, A LETTER MUST BE ATTACHED GIVING THE NOTARIZED CONSENT OF THE OWNER FOR THE APPLICANT TO REQUEST THE VARIANCE.

X IN ORDER TO DISCLOSE ALL PARTIES SEEKING THIS APPROVAL, COMPLETE THE ATTACHED DISCLOSURES OF OWNERSHIP INTERESTS FORMS FOR PROPERTY OWNERS AND/OR APPLICANTS IN REFERENCE TO RESOLUTION 2008-19.

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

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING VARIANCE APPLICATION AND THAT THE FACTS STATED IN IT ARE TRUE.

Signature of Applicant



Date 10-1-15

Printed Name of Applicant

Jake Wise, PE- Construction / Engineering Group

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

Variance Justification for Acorn Mini-Storage

REQUEST:

A variance of 18% is requested to decrease the amount of parking provided by increasing the amount of green space for landscaping. This application is being made on behalf of the neighbors that worked with us to improve the overall aesthetics of the project as conditioned by the City Council conditional use approval.

SUMMARY:

The project consists of 3.8 acres for a two-phased mini-storage project. The zoning is CC and mini-storage is an allowable use. During the course of the conditional use approval process, the neighbors requested, we agreed, and the City Council conditioned this site apply for a variance to reduce the required parking. Per the agreement with the neighbors, we are requesting this only to increase the amount of green space and landscaping and not increase building square footage or pavements. Overall this includes a decrease in total impervious area.

Culver Road is a commercial corridor with existing heavy traffic. The traffic is busiest in the morning and evening with work commuters at typical peak times. Mini-storage is not only a low traffic generator overall but it is typically off peak times and on weekends when trips on this roadway are reduced. In addition, mini-storage is a quiet commercial use compared to most other allowable uses. It is our opinion this is one of the best possible commercial uses for this site to provide the lowest impact to adjacent property owners and the traveling public. Other allowable and conditional uses with significantly more traffic and potentially more impactful uses are day cares, hotels/motels, restaurants/drinking establishments, veterinarian clinics, auto body repair, communication towers, or manufacturing activities. The allowable height is up to 70 feet and we are only proposing a three-story storage facility shorter than the existing 2-story DR Horton headquarters building to the north.

The applicant is also proposing a significantly enhanced landscaping package along with an 8 foot high opaque fence. There is already 200 feet to the closest adjacent property to the west which includes a large stormwater treatment pond, a canal, and a heavy vegetative buffer. This variance would result in a significantly increased amount of landscaping and green space along the western portion of the site facing Culver Road. The end result is substantial overall aesthetic improvements as requested by our neighbors and conditioned as part of our approval.

VARIANCE EXPLANATIONS:

The following explanations follow the same order as the variance application requests in order to demonstrate how the variance meets the required conditions:

10) (a) This property has special conditions that are peculiar to the land that are not applicable to other lands in the same zoning district as identified above. The property has an off-site stormwater treatment pond allowing for more landscaping and at the time of the conditional use was requested to apply for this variance by the neighbors and city council. The approved phase I building is long and the green space will improve the ability to break up the view of it in addition to significantly helping aesthetics and overall environmental conditions.

(b) The special conditions related to this site are not due to the applicant. They have it under contract and are working within the existing property's conditions.

(c) Literal interpretation of the land development code would impact the neighbors' request for improved aesthetics with additional green space and landscaping in addition to the city council condition for the conditional use approval. It is also better for the environment. Without the variance the applicant would be in conflict with their city council approval and the wishes of the neighbors.

(d) The variance request if granted is the minimum needed to make possible the reasonable use of this specific parcel for the allowable use. As referenced previously, it is based on the request of the neighbors and a city council addition.

(e) No special privileges would be granted to the applicant if the variance is approved.

(f) Granting of this request would not be injurious or detrimental to the surrounding properties or the public welfare. In fact it's quite the opposite because it would be a significant improvement to the traveling public and the parking is just not needed for this type of facility.

Thank you in advance for your consideration.



DATE: November 4, 2015
CASE #: Case V-28-2015

CITY OF PALM BAY

LAND DEVELOPMENT DIVISION STAFF REPORT

PROPOSAL: A request to allow relief from the required parking requirement, as provided for in Section 185.140 (C) (27) of the Palm Bay Code of Ordinances.

LOCATION: West of and adjacent to Culver Drive NE, which connects Palm Bay Road with Emerson Drive.

APPLICANT: Mr. Todd C. Marshall of Brevard Stow-A-Way One, LLC. (Mr. Jake Wise representing)

SITE DATA

PRESENT ZONING: CC, Community Commercial Zoning District

ACREAGE: 3.82 Acres +/-

DENSITY: N/A

ADJACENT ZONING & LAND USE:
N -- CC, Community Commercial District; D.R. Horton Office Building
E -- CC, Community Commercial; Culver Drive NE
S -- CC, Community Commercial District; Commercial Plaza
W -- CC, Community Commercial District; Drainage Pond

WATER & SEWER: Water & Sewer service available

TRAFFIC COUNTS: Not Available

FLOOD ZONE: Zone "X" – area of minimum flood potential

COMPLIANCE WITH THE COMPREHENSIVE PLAN: Not Specifically Addressed

BACKGROUND:

1. The site is located west of and adjacent to Culver Drive NE, which connects Palm Bay Road with Emerson Drive. The property contains 3.82 acres, more or less.
2. The property is zoned CC, Community Commercial and is bordered by CC Zoning on all sides. The surrounding land uses are as follows: to the north is the D.R. Horton office building; to the south is a commercial plaza; to the east is Culver Drive; and to the west is a drainage pond.
3. The applicant is seeking a variance to allow relief from the required parking requirement, as provided for in Section 185.140 (C) (27), of the Palm Bay Code of Ordinances.

ANALYSIS:

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

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

The proposal is for a reduction in the required parking requirement to allow for a greater area of green-space for a proposed mini-storage facility. This request was brought to the applicant as a concern from the surrounding residential community to help gentrify the site with added landscaping. The applicant is required by code to provide 76 parking spaces, and has revised the site plan to propose 56 parking spaces on site, with additional landscaping at the front and interior parking areas. This may be a special circumstance that the Board and Council may wish to consider with regard to this request.

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

The special conditions and circumstances identified in item 1 are not a direct result of the actions of the applicant. The applicant is being pro-active, and attempting to respond to the concerns of nearby residents with regard to the intended use of the site. The Board and City Council must determine if the request has a hardship that requires relief from the Code, or if the hardship is self-induced.

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

Literal interpretation and enforcement of the code would require applicant to provide 76 parking spaces per the City Code with the minimum amount of required landscaping. The Board must ultimately decide if there exists a deprivation of rights with regard to the request.

Item 4 – “The variance, if granted, is the minimum variance necessary to make possible the reasonable use of the land, building or structure.”

City Council, after recommendation from the Planning and Zoning Board, will need to determine the minimum amount of relief, if any, that is required to make possible the reasonable use of the land, building or structure. It appears at minimum, the applicant would require a reduction of 20 parking spaces in order to meet the stipulation mandated by City Council.

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

Based on the circumstances that exist, granting the variance as requested may confer a special privilege that is denied to other lands, building or structures in the same district by allowing the relief for parking lot reduction. However, the proposed reduction in parking spaces does not appear to create any health or safety issues for surrounding properties. If the Board does wish to consider the variance request, items that they may want to impose on the applicant would be to require ‘enhanced’ landscaping of trees and shrubs within the green area proposed along the east side of the one-story building.

Item 6 – “The Granting of the variance will be in harmony with the general intent and purpose of this code, and will not be injurious to the surrounding properties or detrimental to the public welfare.”

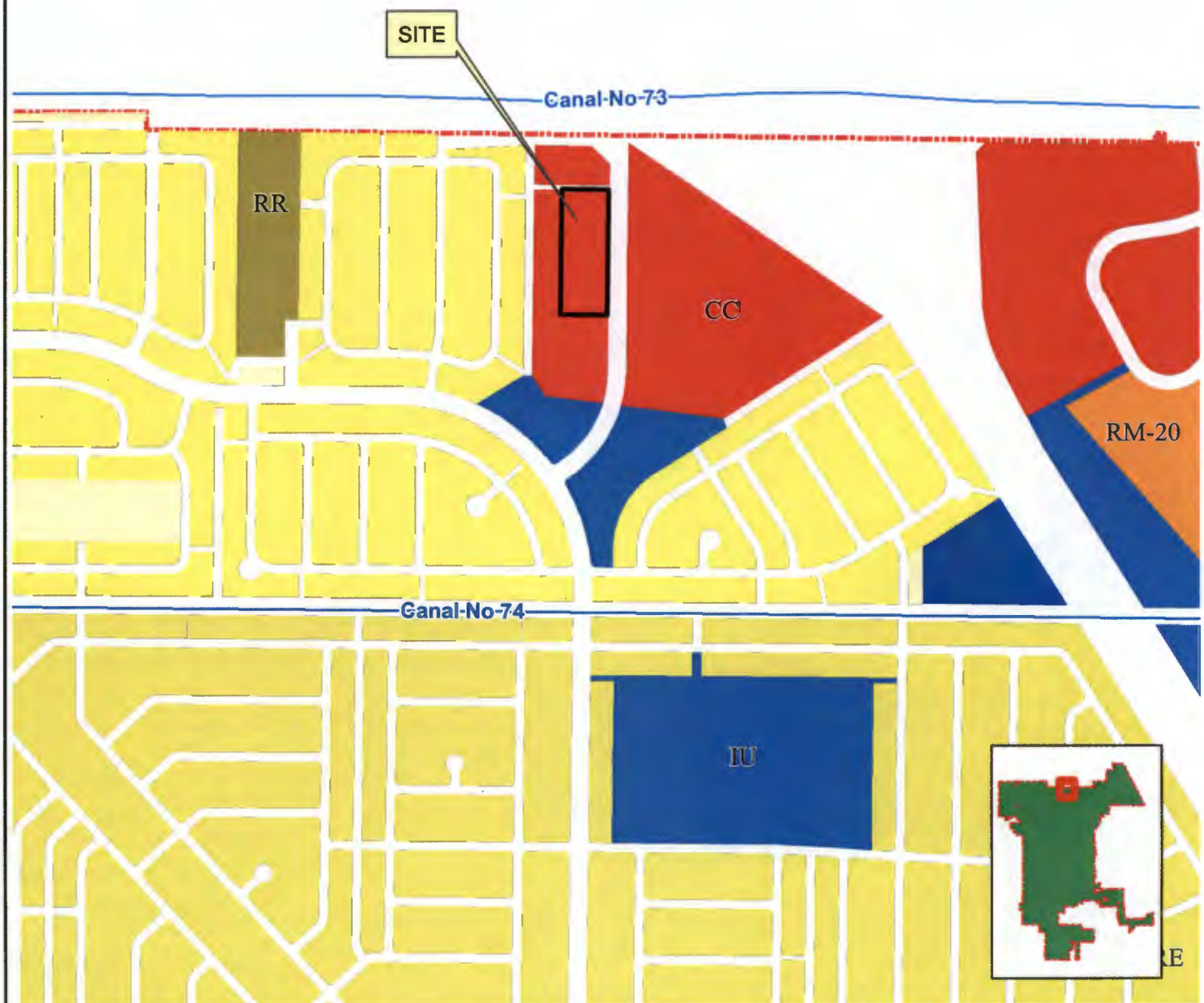
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Staff has not received a claim made upon this property, with respect to the “Bert J. Harris Act,” or any development order, as indicated above. Therefore, Item 7 is not applicable to the variance request.

STAFF FINDINGS:

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



CASE V-28-2015 ZONING MAP



Map for illustrative purposes only. Not to be construed
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Map created by the Land Development Division





CASE V-28-2015 AERIAL VIEW



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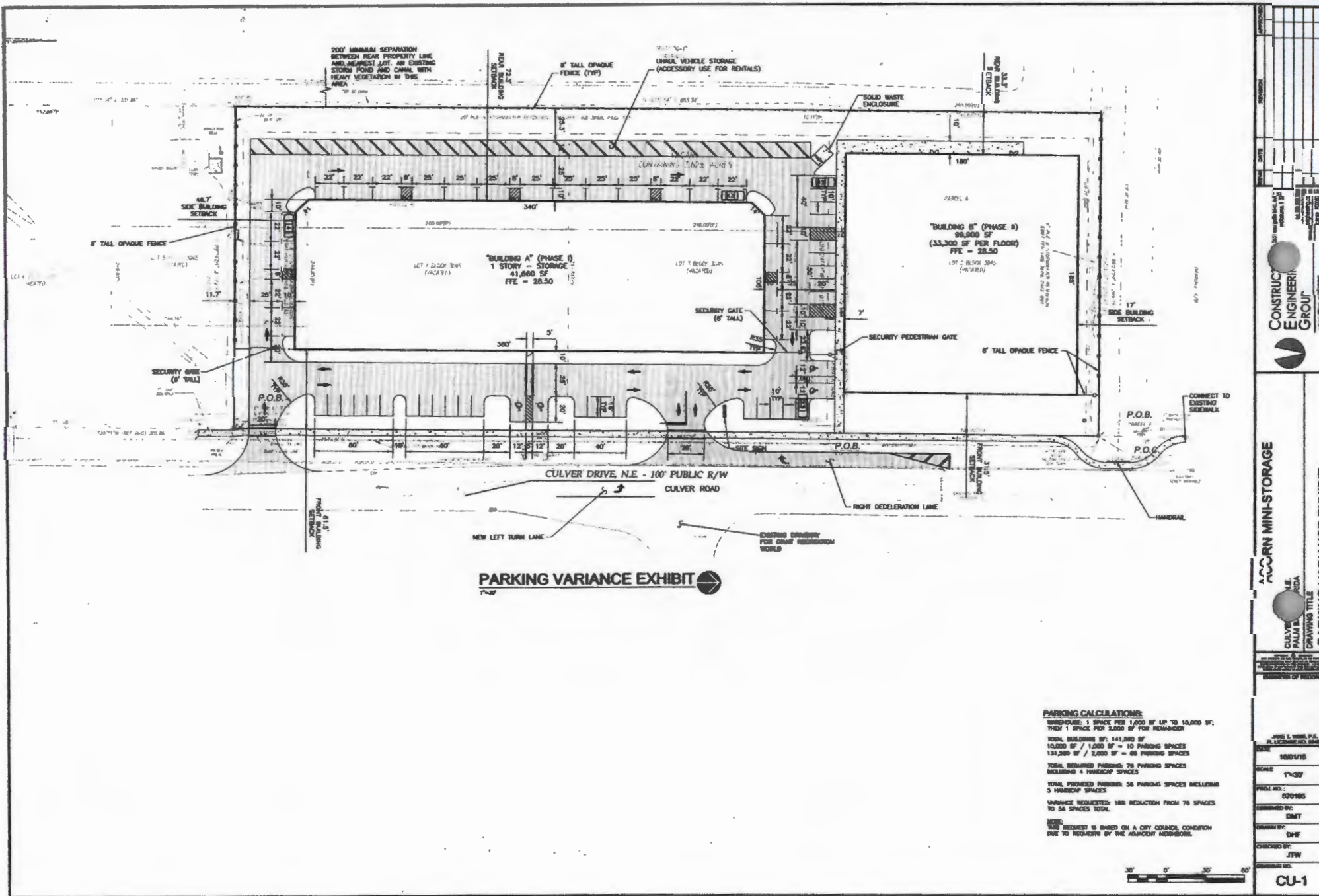


CASE V-28-2015 AERIAL VIEW



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PARKING CALCULATIONS:

WAREHOUSE: 1 SPACE PER 1,000 SF UP TO 10,000 SF;
 THEN 1 SPACE PER 2,000 SF FOR REMAINDER

TOTAL BUILDING SF: 141,200 SF

10,000 SF / 1,000 SF = 10 PARKING SPACES

131,200 SF / 2,000 SF = 65 PARKING SPACES

TOTAL REQUIRED PARKING: 75 PARKING SPACES INCLUDING 4 HANDICAP SPACES

TOTAL PROVIDED PARKING: 56 PARKING SPACES INCLUDING 5 HANDICAP SPACES

VARIANCE REQUESTED: 18% REDUCTION FROM 75 SPACES TO 56 SPACES TOTAL

NOTE:
 THIS REQUEST IS BASED ON A CITY COUNCIL CONDITION DUE TO REQUEST BY THE ADJACENT HOUSING.

DATE	10/1/18
BY	JTW
CHECKED BY	JTW
APPROVED BY	JTW
SCALE	1"=30'
PROJ. NO.	070185
DRAWN BY	DMT
CHECKED BY	DMT
APPROVED BY	DMT
DATE	10/1/18
BY	JTW
CHECKED BY	JTW
APPROVED BY	JTW

ACORN MINI-STORAGE

N.E. PALM BLVD

PARKING VARIANCE EXHIBIT

CU-1

CITY OF PALM BAY, FLORIDA
PLANNING AND ZONING BOARD/
LOCAL PLANNING AGENCY
REGULAR MEETING NO. 2015-11

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ROLL CALL:

CHAIRMAN:	Bob Williams	Present
VICE CHAIRMAN:	Adam Hill	Present
MEMBER:	Samuel Artley	Present
MEMBER:	Conroy Jacobs	Present
MEMBER:	Leeta Jordan	Present
MEMBER:	Martha Melendez	Present
MEMBER:	William Pezzillo	Present
MEMBER:	Marty Piatkowski	Absent (Excused)
MEMBER:	Philip Weinberg	Present
APPOINTEE:	Wendall Stroderd	Present

The absence of Mr. Piatkowski was excused.

Motion by Mr. Jacobs, seconded by Mr. Pezzillo to continue Case V-27-2015 to the December 2, 2015 Planning and Zoning Board meeting. The motion carried with members voting unanimously.

3. V-28-2015 – BREVARD STOW-AWAY ONCE, LLC (JAKE WISE, REP.)

Mr. Loring presented the staff report for Case V-28-2015. The applicant had requested a variance to grant a proposed self-storage facility relief from the minimum parking requirement in a CC, Community Commercial District as established by Section 185.140(C)(27) of the Palm Bay Code of Ordinances. The board had to determine, based on the facts presented, the degree of minimal relief to meet the needs of the variance request as required by Section 169.009, City of Palm Bay Code of Ordinances.

Mr. Williams asked about the proposed self-storage facility. Mr. Loring explained that the variance was needed to increase the landscaping on the property by reducing greenspace. The landscaping request was a result of the Citizen Participation Plan (CPP) meeting held during the conditional use process to approve the facility. Mr. Pezzillo questioned how residents who lived over 150 feet from the site and in another subdivision were allowed to dictate conditions.

Mr. Jake Wise, civil engineer with Construction Engineering Group, Inc. (representative for the applicant), explained that at the direction of City Council, the applicant was required to address the citizen request for landscaping that would alleviate the amount of onsite impervious space. Traffic and aesthetics were the main concerns at the CPP meeting. He said that the site had twice as many parking spaces than needed and that self-storage was the lowest commercial traffic generator with traffic trips typically during off-peak hours.

Mr. Williams commented that all Palm Bay residents had a right to comment on projects, especially those that resided in close proximity to a development.

Mr. Jacobs stated that more landscaping would be an improvement. He was, however, concerned about truck traffic at the site. Mr. Wise described how trucks would maneuver the site through a one-way loop and widened driveways, and a traffic study would be done to address traffic trips.

Mr. Weinberg indicated that he was present during the City Council hearing for the conditional use and that the applicant had conceded to City Council and area residents.

The floor was opened for public comments.

Ms. Katherine Kennedy (resident of Palm Bay) spoke in favor of the request. She felt that any improvements that included landscaping would be beneficial and that improving aesthetics also improved surrounding property values.

The floor was closed for public comments and there were no letters in the file.

Motion by Mr. Hill, seconded by Mr. Jacobs to submit Case V-28-2015 to City Council for approval of a variance request to grant a proposed self-storage facility relief from the minimum parking requirement in a CC, Community Commercial District as established by Section 185.140(C)(27) of the Palm Bay Code of Ordinances subject to the staff report and a requirement for enhanced landscaping of trees and shrubs.

Mr. Jacobs stated that the site layout as proposed should alleviate traffic concerns.

A vote was called on the motion by Mr. Hill, seconded by Mr. Jacobs to submit Case V-28-2015 to City Council for approval of a variance request to grant a proposed self-storage facility relief from the minimum parking requirement in a CC, Community Commercial District as established by Section 185.140(c)(27) of the Palm Bay Code of Ordinances subject to the staff report and a requirement for enhanced landscaping of trees and shrubs. The motion carried with members voting unanimously.

City Council will hear Case V-28-2015 on December 1, 2015.

4. CU-15-2015 – KAIROS INTERNATIONAL MINISTRY
(DANNY ACOSTA, PASTOR)


Mr. Murphy presented the staff report for Case CU-15-2015. The applicant had requested a conditional use to allow an existing church in a GC, General Commercial District. The board must determine if the request, based on the submitted material and presentation, meets the general and specific requirements of the Code of Ordinances as identified in the staff report.

Mr. Williams questioned how the site would accommodate church parking, and he was concerned about vehicles parking along Florida Avenue NE and being towed. Mr. Danny Acosta (applicant) stated that most of his members would be picked up and dropped off by the church van, and he would dissuade drivers from parking along Florida Avenue.



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Gregg Lynk, City Manager 

DATE: December 1, 2015

RE: Award of RFP 01-0-2016/SB, Water Meter Boxes and Covers

Water Meter Boxes and Covers are used in the field for protection of the water meters. There are multiple sizes and types that are purchased for use with different size meter installations. Water meter boxes and covers are purchased as inventory/stock for future use and are not expensed until they are issued from the Utilities Department warehouse. Therefore, there is not a specific budgeted amount for water meter boxes and covers.

All quantities in the solicitation document are estimated annual usage; our usage is determined by new construction, emergency repairs, meter replacements, new programs, etc. Due to these variables the actual annual expenditures will vary.

A competitive request for proposals was issued. One response was received from Ferguson Waterworks in Melbourne. The proposal was evaluated for qualifications and technical response by Utilities Department Staff. Ferguson Waterworks is the City's current vendor for this product and there have been no issues. Purchasing staff contacted other vendors who were identified as plan holders for this solicitation to determine why additional submittals were not received. Responses included feedback indicating: that the vendors did not supply this type commodity; vendor was not a Florida distributor; agency account is too far away; vendor didn't obtain pricing from manufacturer in time to submit a response.

The City's Local Preference was applied to this solicitation.

REQUESTING DEPARTMENTS:

Utilities Department, Purchasing Division, Finance Department

FISCAL IMPACT:

The estimated annual amount is \$50,000.00. Funding is available in the Utilities Department's Inventory Asset Account; purchase orders are issued on an "as needed" basis.

RECOMMENDATION:

Motion to award RFP #01-0-2016/SB, Water Meter Boxes and Covers to Ferguson Waterworks,

located in Melbourne, Florida. The term is for one year with the option to renew for up to an additional four (4) one-year terms; the total term not to exceed five consecutive years.

Attachments: 1) Bid Tabulation Sheet
 2) Ranking Form

DR/ab

TABULATION - RFP #01-0-2016 - WATER METER BOXES & COVERS

Ferguson Waterworks - 7800 Ellis Road, Melbourne FL 32904

321-723-3177 ofc / 321-723-3350 fax

justin.montandon@ferguson.com

ITEM #	DESCRIPTION	INVENTORY REF & NUMBER	PRICE, Each 'A'	Estimated Annual Usage 'B'	TOTAL 'A x B = C'
1	METER BOX BLACK CARSON 1416-12 BCF B-W 3 MshI	MTBX 1416 890-040-00003	\$ 49.32	1	\$ 49.32
2	METER BOX COVER CARSON SP-MC1416-3R	MTBXCVR 1416 890-040-00002	\$ 78.80	1	\$ 78.80
3	METER BOX BLACK HDPE CARSON 1419-12	MTBX 1419 890-040-00004	\$ 19.69	1	\$ 19.69
4	METER BOX COVER BLACK HDPE WITH CAST IRON READER CARSON 1419-6	MTBXCVR 1419 890-040-00009	\$ 10.41	200	\$ 2,082.00
5	METER BOX AND COVER BLACK HDPE WITH CAST IRON READER CARSON 1419-12-6 (ASSEMBLED)	MTBX&CVR 1419 890-040-00024	\$ 26.33	150	\$ 3,949.50
6	METER BOX BLACK HDPE CARSON 012-12	MTBX 012 890-040-00037	\$ 23.35	1	\$ 23.35
7	METER BOX COVER BLACK HDPE WITH CAST IRON READER CARSON 012-6	MTBXCVR 012 890-040-00038	\$ 16.13	350	\$ 5,645.50
8	METER BOX AND COVER BLACK HDPE WITH CAST IRON READER CARSON 012-12-6 (ASSEMBLED)	MTBX&CVR 012 890-040-00036	\$ 35.77	600	\$ 21,462.00
9	METER BOX VIOLET (FOR REUSE) HDPE CARSON 1419-12	MTBX 1419RU 890-040-00021	\$ 21.34	1	\$ 21.34
10	METER BOX COVER VIOLET (FOR REUSE) HDPE WITH CAST IRON reader CARSON 1419-6	MTBXCVR 1419RU 890-040-00022	\$ 13.03	1	\$ 13.03
11	METER BOX BLACK HDPE CARSON 1324-12	MTBX 1324 890-040-00026	\$ 73.11	1	\$ 73.11
12	METER BOX COVER BLACK HDPE BOLT DOWN WITH CAST IRON READER CARSON 1324-6B	MTBXCVR 1324 890-040-00027	\$ 36.41	10	\$ 364.10
13	METER BOX AND COVER BLACK HDPE BOLT DOWN WITH CAST IRON READER CARSON 1324-12-6B (ASSEMBLED)	MTBX&CVR 1324 890-040-00025	\$ 96.44	50	\$ 4,822.00
14	METER BOX 10-1/2" X 17-1/4" X 12"H CONCRETE FOR 3/4" WATER METER BROOKS 36 MB	MTBX 36 MB 890-040-00005	\$ 18.20	1	\$ 18.20
15	METER BOX COVER CONCRETE WITH CAST IRON HINGED READING LID BROOKS 36 H	MTBXCVR 36H 890-040-00007	\$ 23.69	1	\$ 23.69
16	METER BOX COVER CAST IRON (flush) TRAFFIC COVER WITH NON-SKID PATTERN BROOKS 36 TF	MTBXCVR 36 TF 890-040-00010	\$ 30.63	5	\$ 153.15
17	METER BOX CONCRETE 15-1/2"B X 17-1/2" X 12"H FOR TWO 3/4" WATER METERS CONCRETE BROOKS DUAL H	MTBX DH 890-040-00003	\$ 15.46	1	\$ 15.46
18	METER BOX COVER CAST IRON WITH HINGED READING LID AND NON-SKID PATTERN BROOKS DUAL H	MTBXCVR DH/CI 890-040-00001	\$ 47.44	1	\$ 47.44
19	METER BOX COVER SOLID CONCRETE WITH HINGED CAST IRON READING LID AND WELDED WIRE FRAME BROOKS DUAL H	MTBXCVR DH/CN 890-040-00002	\$ 25.74	1	\$ 25.74
20	METER BOX 17" X 28-3/4" X 12"H CONCRETE WITH WELDED WIRE FRAME FOR 2" WATER METER BROOKS 65 MB	MTBX 65 MB 890-040-00006	\$ 35.31	1	\$ 35.31
21	METER BOX COVER CONCRETE WITH HINGED CAST IRON READING LID BROOKS 65-H	MTBXCVR 65H 890-040-00008	\$ 42.31	1	\$ 42.31
22	METER BOX COVER STEEL (flush) TRAFFIC WITH NON-SKID PATTERN BROOKS 65 TF	MTBXCVR 65 TF 890-040-00011	\$ 149.61	5	\$ 748.05
GRAND TOTAL - LINES 1 - 22					\$ 39,713.09

RFP #01-0-2016/SB
Water Meter Boxes and Covers
Local Preference Calculations

CRITERIA - TOTAL 100 POINTS

Qualifications = 10 points
Technical Proposal = 10 points
Cost = 80 points

Local Preference

Class "A" Vendor
Class "B" Vendor
Class "C" Vendor
Class "D" Vendor

Short List - Oral Presentations = 10 points

BUDGETED FUNDING AVAILABLE - \$50,000.00

EVALUATION		Class 'A' Vendor
CRITERIA		
	POSSIBLE	
	POINTS	
Summary of Qualifications	10	9.38
Technical Proposals	10	9.38
SUBTOTAL (1) NON-PRICE FACTORS		18.75
Cost	80	80.00
SUBTOTAL (2) POINTS	100	98.75
SHORT LIST - ORAL PRESENTATIONS	10	0.00
SUBTOTAL (3) POINTS	110	98.75
Local Preference		5.0%
Additional Points		4.94
TOTAL SCORE		103.69

RFP 01-0-2016/SB
Water Meter Boxes and Covers
Cost Calculations

Budgeted Funding Available is \$50,000.00

COMPANY NAME	PROPOSAL COST	LOWEST COST PROPOSED	% OF LOW	MULTIPLIER	TOTAL POINTS ASSIGNED
Ferguson Waterworks	\$ 39,713.09	\$ 39,713.09	100.0%	80	80.0

RFP #01-0-2016/SB
Water Meter Boxes and Covers
Initial Scoring

Qualifications = max 4 - points x's 2.5 = max 10 total				
	Cassandra	Average	Multiplier	TOTAL
COMPANY NAME	Smith			POINTS
Ferguson Waterworks	3.75	3.75	2.50	9.38
Technical Response = max 4 - points x's 2.5 = max 10 total				
	Cassandra	Average	Multiplier	TOTAL
COMPANY NAME	Smith			POINTS
Ferguson Waterworks	3.75	3.75	2.50	9.38
			TOTALS COMBINED	
Ferguson Waterworks				18.75



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Gregg Lynk, City Manager

DATE: December 1, 2015

RE: Sole Source Procurement Sunstate Meter and Supply, Inc.
Neptune Water Meters

A handwritten signature in blue ink, appearing to read "Gregg Lynk", is written over the "DATE:" line.

The Utilities Department has standardized water meters based on the Neptune radio read system for water meters.

In March 2003, the City purchased the Neptune hardware and software for the radio reading of water meters. Subsequently, the City has continued to use the Neptune system and kept the system current through upgrades to the system hardware and software. In January 2014 the handheld meter reading devices and one of two mobile data collectors were replaced. The Neptune software and hardware are a proprietary system designed to communicate with the Neptune radio read meters. Neptune water meters are the only radio read meters that are compatible with this proprietary system. Additionally, this system has been integrated to work, via data upload, with our current utility billing system.

In December 2014, Council approved a one-year Price Agreement with Sunstate Meter and Supply, Inc. for the term January 1, 2015 through December 31, 2015. A new Price Agreement has been submitted by Sunstate Meter and Supply, Inc. with a <5% price increase. Since 2006 there has been only one price increase (in 2013). The primary items purchased include: Neptune R900 Pit Gallon Register (any size/model) and Neptune 5/8" x 3/4" T10 Bronze Bottom R900i Meter Complete. During the past two years an annual average of 140 registers and 2600 meters were purchased, as well as smaller quantities of other items on the pricing list. The Price Agreement term will be effective January 1, 2016 through December 31, 2017

Sunstate Meter and Supply, Inc. is the sole source provider of Neptune water meters and parts for the State of Florida.

REQUESTING DEPARTMENTS:

Utilities Department, Purchasing Division, Finance Department

FISCAL IMPACT:

Funding is available in the Utilities Department Operating and Renewal and Replacement funds, 421-8020-533-6322 and 424-8022-533-6322/Project #08WS05. The estimated annual expenditure is \$600,000.00. Purchase orders are issued on "as needed" basis

RECOMMENDATION:

Motion to approve the Sole Source purchase of Neptune Water Meters and parts to Sunstate Meter and Supply, located in Newberry, Florida.

Attachments: 1) Sole Source Letter
 2) Price Agreement Letter 2016-2017

November 3, 2015

Ms. Cassandra C. Smith
City of Palm Bay
Utilities Department
250 Osmosis Drive SE.
Palm Bay, FL 32909

Ms. Smith,

Please note that Sunstate Meter and Supply is the sole Authorized Neptune Distributor for sales, service and warranty of Neptune water products and AMR systems for the State of Florida.

The geographical area of responsibility assigned to them includes all Counties within the State of Florida.

Type: Classes of customers exclusively assigned are: Municipalities, private water companies, contractors, and plumbers.

Hence, our distributor is required to maintain sufficient inventory of Neptune products to provide customer field servicing. Sunstate Meter and Supply has sold and supported Neptune products for many years in the Florida Market and they provide a high level of sales and service to the customer. Therefore, we encourage Utilities in the State of Florida to purchase Neptune products through Sunstate Meter and Supply, Inc.

Please feel free to contact me if you have any questions or concerns. I can be reached at 407-493-5385.

Regards,

Terry Gullett

Terry Gullett
Territory Manager
Neptune Technology Group Inc.



**Sunstate Meter & Supply, Inc.**

14001 W. Newberry Road, Newberry, FL 32669

*"Florida's Leading Distributor of Automated Meter Reading Systems"***Phone: 352.332.7106****Fax: 352.332.5604**

November 3, 2015

Ms. Cassandra C. Smith
Support Services Coordinator
City of Palm Bay Utilities Department
Phone: 321-952-3423
Fax: 321-674-1852
smithc@palmbayflorida.org

RE: NEPTUNE TECHNOLOGY GROUP, INC. – PRICE AGREEMENT 2016-2017

Dear Ms. Smith:

Listed below are the prices for Neptune products that you have requested:

<u>Description</u>	<u>Unit Price</u>
Neptune, R900i Enhanced Pit Gallon Register (Any Size/Model)	\$167.00
Neptune, 5/8"x3/4" T10 Bronze Bottom R900i Enhanced Meter Complete	\$199.20
Neptune, 1" T10 Bronze Bottom R900i Enhanced Meter Complete	\$249.50
Neptune, 1 1/2" T10 R900i Enhanced Meter Complete	\$395.00
Neptune, 2" T10 R900i Enhanced Meter Complete	\$512.00
Neptune, 1 1/2" HP Turbine R900i Enhanced Meter Complete	\$677.00
Neptune, 2" HP Turbine R900i Enhanced Meter Complete	\$678.00
Neptune, 3" HP Turbine R900i Enhanced Meter Complete	\$965.00
Neptune, 4" HP Turbine R900i Enhanced Meter Complete	\$1,414.00
Neptune, 6" HP Turbine R900i Enhanced Meter Complete	\$2,468.00
Neptune, 2" Tru Flo Compound R900i Enhanced Meter Complete	\$1,577.00
Neptune, 3" Tru Flo Compound R900i Enhanced Meter Complete	\$1,917.00
Neptune, 4" Tru Flo Compound R900i Enhanced Meter Complete	\$2,257.00
Neptune, 6" Tru Flo Compound R900i Enhanced Meter Complete	\$3,573.00
Neptune, 2" Bronze Meter Strainer	\$320.40
Neptune, 3" Bronze Meter Strainer	\$562.00
Neptune, 4" Bronze Meter Strainer	\$669.00
Neptune, 6" Bronze Meter Strainer	\$1,365.00
Neptune, 2" DI Coated Meter Strainer	\$238.57
Neptune, 3" DI Coated Meter Strainer	\$424.28
Neptune, 4" DI Coated Meter Strainer	\$507.14
Neptune, 6" DI Coated Meter Strainer	\$864.28
Neptune, 4"x1" HPPIIS Fire Service Compound R900i Enhanced Meter	\$6,196.00
Neptune, 6"x1 1/2" HPPIIS Fire Service Compound R900i Enhanced Meter	\$9,986.00
Neptune, 8"x2" HPPIIS Fire Service Compound R900i Enhanced Meter	\$13,555.00
Neptune, 10"x2" HPPIIS Fire Service Compound R900i Enhanced Meter	\$16,682.00

**Sunstate Meter & Supply, Inc.**

14001 W. Newberry Road, Newberry, FL 32669

*"Florida's Leading Distributor of Automated Meter Reading Systems"***Phone: 352.332.7106****Fax: 352.332.5604**

Neptune, 3" Fire Hydrant Meter Complete W/Connections & Gate Valve	\$824.50
Neptune, Trimble Handheld Meter Reading Device	\$2,950.00
Neptune, Trimble Handheld Charging/Communications Cradle	\$527.50
Neptune, R900 Belt Clip Transceiver	\$2,250.00
Neptune, MRX920 Version II Mobile Data Collector (Less Laptop)	\$9,995.00
Neptune, ARB N_Sight Mobile Software	\$2,062.50
Neptune, Software Seat License	\$300.00
Neptune, On-Site Implementation (1 Day)	\$1,500.00
Neptune, On-Site Implementation (2 Day)	\$2,500.00
Neptune, MX900 ESRI Geocode Mobile Mapping Software Module Adder	\$750.00
"Reclaimed" Trim and Marking Option Adder	\$2.50
Optional, R900i Enhanced Pit Lid Antenna	\$18.00
R900 Gateway Collector W/Antenna Kit	\$7,950.00
R900 Gateway UPS Power Supply	\$1,750.00

Delivery: Stock – 45 Days ARO

Payment Terms: Net 30 Days – Check or ACH Payment Only

Price Agreement Term: 1/1/2016 – 12/31/2017

On behalf of everyone at Sunstate Meter & Supply Inc. and Neptune Technology Group, Inc., I would like to thank the City of Palm Bay for its past business. We are looking forward to meeting your automated meter needs for many years to come.

Respectfully submitted,

Jeff Kimbrough

Sales Representative

Sunstate Meter and Supply, Inc.

Phone: 352-516-9791

Fax: 352-745-3603

Email: jjkimbro@cs.com



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Gregg Lynk, City Manager

DATE: December 1, 2015

RE: Utilization of the Florida Sheriff's Association Bid #14-22-0904 for the Purchase of Truck for Public Works Department Mowing Crew

A handwritten signature in blue ink, appearing to read "Gregg Lynk".

The Public Works Department Operations Division will begin performing mowing and landscape services on Palm Bay Rd., the I95 Interchanges, and the Parkway on February 1, 2016. These services are currently under contract with an outside vendor.

Performing this work in-house will create a better level of service to the community and allow prioritization and increase frequency of mowing throughout the City. This additional scope of work will require the procurement of a truck and miscellaneous equipment.

Staff recommends that Council authorize purchase of a full size $\frac{3}{4}$ ton crew cab 4 wheel drive pickup truck utilizing the Florida Sheriff's Association Bid #15-23-0904.

REQUESTING DEPARTMENTS:

Public Works Department, Purchasing Division, Finance Department.

FISCAL IMPACT:

On the first Budget Amendment for FY16, \$27,210.00 will be transferred from 001-7017-541-3402 to the Fleet Fund. The remaining funds needed to procure tag/title, tint, and roadside lighting will be paid directly from the 001-7017-541-5208 fund. The total cost to procure and outfit this vehicle is estimated to not exceed \$28,500.00.

RECOMMENDATION:

Motion to approve the purchase of a 2016 Ford F-250 pickup utilizing Florida Sheriff's Contract 15-23-904 from Alan Jay Chevrolet of Sebring, FL.

Attachments: 1) Alan Jay Ford Quotation
 2) FSA Bid Spec #56, 2016 Ford F-250 Crew Cab 4WD

BW/ab



FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

3/4 TON 4-DOOR CREW CAB PICKUP TRUCK - 4X4 SPECIFICATION #56

2016 Ford F-250 SD (W2B)

The Ford F-250 SD (W2B) purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	\$25,520.00	\$25,520.00	\$25,468.00	\$25,833.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

VEHICLE:	F-250 SD (W2B)			
DEALER:	Duval Ford	Duval Ford	Alan Jay Ford	Duval Ford
ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$25,520.00	\$25,520.00	\$25,468.00	\$25,833.00

		Western & Northern & Southern	Central
Order Code	Delete Options		
66D ¹ 66D ²	Cargo box and rear bumper <i>Included with optional bodies. PICKUP BOX DELETE Availability: Optional XL and XL T : F-250, Crew Cab 172" WB (8 ft. box) Usage: Incomplete vehicle package – req. further manufacture and certification by a final stage manufacturer. In addition, Ford urges manufacturers to follow the recommendations of the Ford Incomplete Vehicle Manual and the Ford Truck Body Builder's Layout Book (and applicable supplements). NA with: 20" Wheels and Tires, FX4 Off-Road Package (17X), Trailer Tow Package – High Capacity (535) Includes: 17.5K Trailer Hitch Receiver (see Trailer Tow guide for rating) Deletes: Pickup Box and Tie-down hooks, Tail gate, Bodyside moldings, Rear bumper, Spare wheel, tire, carrier and jack, 7/4 Pin Connector, Center High-mounted Stop Lamp (CHMSL) (59H) (only on vehicles over 10,000 lbs. Gross Vehicle Weight Rating) Options Available: Center High-mounted Stop Lamp (59H) (only on vehicles over 10klbs gvwr)¹ Incomplete vehicle package Deletes: Pickup Box and Tie-down hooks, Tailgate, Bodyside moldings, Rear bumper, Spare wheel, tire, carrier and jack, 7/4 Pin Connector, Center High-Mounted Stop Lamp (CHMSL) (59H) (only on vehicles over 10,000 lbs. Gross Vehicle Weight Rating) – req. further manufacture and certification by a final stage manufacturer. In addition, Ford urges manufacturers to follow the recommendations of the Ford Incomplete Vehicle Manual and the Ford Truck Body Builder's Layout Book (and applicable supplements). [SUBTRACT \$294 from credit to include full size spare and tire carrier] -or- (Dealer remove pickup bed, leaves CHMSL, rear bumper, spare tire, and spare tire carrier \$400 credit)²</i>	\$200.00 ¹	\$454.00 ²
BOX ¹ W2B 156WB ²	6' cargo box in lieu of 8' <i>Includes model downgrade to W2A.156, includes 156 inch wheelbase and 6.5 Pick Up Box. Must specify on purchase order...NA with bodies. NA with 66d¹</i>	NC ¹	NC ²
58Y ¹ 58Y ²	AM/FM stereo radio <i>NA with XLT model upgrade¹</i>	\$30.00 ¹	NC ²
M57 ¹ 572 ²	Air conditioning <i>IF ORDERING VEHICLES WITHOUT A/C PAYMENT WILL BE REQUIRED UPON ORDER. "NON-REFUNDABLE"²</i>	\$500.00 ¹	\$100.00 ²
51X ¹ 51X ²	Full size spare tire and rim	\$50.00 ¹	\$50.00 ²
DX3E ¹ D-X3E ²	Limited slip differential on 4-wheel drive <i>Deletes Electronic locking differential²</i>	\$100.00 ¹	\$150.00 ²

		Western & Northern & Southern	Central
Order Code	Add Options		

Please refer to the Emergency Vehicle Lighting Specifications for lightbar descriptions and the awarded dealer pricing.

99T ¹ 99T 44W ²	Engine upgrade - specify <i>6.7L 4 Valve OHV Power Stroke® V8 Turbo Diesel B20/ TorqShift® Six-Speed Automatic w/SelectShift® Automatic. Includes 3.31 Electronic locking Axle¹ 6.7L 32 Valve Power Stroke V-8 Diesel w/ 6-SPD Torqueshift Automatic Trans. Includes dual lead acid 750CCA batteries (63T - Engine Idle shut down on diesel \$249) (98R - Operator Commanded Regeneration (OCR) \$249)²</i>	\$8,400.00 ¹	\$8,479.00 ²
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VEHICLE:	F-250 SD (W2B)			
DEALER:	Duval Ford	Duval Ford	Alan Jay Ford	Duval Ford
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	\$25,520.00	\$25,520.00	\$25,468.00	\$25,833.00

98R ¹	Engine upgrade - specify <i>Operator Commanded Regeneration (OCR) (req. 99T 6.7L Power Stroke® Diesel engine) OCR allows customer to start a manual diesel particulate filter (DPF) regeneration with the vehicle at idle, OCR is a very specialized option requiring the customer have full knowledge of proper use and actuation-it's highly recommended the dealer and the customer review the most recent super duty diesel supplement for more information, OCR is not recommended for general customer use, includes a \$250msrp and is intended for unique applications where the vehicle is rarely, if at all, driven above 15-20mph and/or experiences extended idle periods-Vocations where the above can occur are oil refining, underground mining, line repair and tree trimming - Customers within those vocations may find it beneficial to have the option of a manual dpf regeneration during a work cycle.</i> ¹	\$249.00 ¹	NA
98F ¹	Bi-fuel model - specify <i>CNG/LPG Gaseous Engine Prep Package (avail. on F-250 w/6.2L gas engine only). Includes hardened engine intake valves and valve seats and bi-fuel manifold.</i> ¹	\$314.00 ¹	NA
98F ¹ 98F ²	CNG model - specify <i>CNG/LPG Gaseous Engine Prep Package (avail. on F-250 w/6.2L gas engine only). Includes hardened engine intake valves and valve seats and bi-fuel manifold.</i> ¹ <i>CNG/LPG GASEOUS PREP</i> ²	\$314.00 ¹	\$314.00 ²
CNG ¹ 21GGE ²	CNG conversion (discuss with dealer) <i>Requires 98F: Ford F-250 6.2L bifuel/dedicated 15.7 gee system.</i> ¹ <i>Bi-Fuel CNG conversion by industry certified Florida vendor. System includes approximately 21GGE tank to be mounted in the bed with diamond plate cover. This system also fits well in the cargo area of a utility body. Contact dealer for alternate configurations and additional information.(REQUIRES 98F)</i> ²	\$13,600.00 ¹	\$13,000.00 ²
LPG ¹	LPG conversion (discuss with dealer) <i>Roush CleanTech underbid configuration, includes dropship, may require extra freight with body options.</i> ¹	\$11,764.00 ¹	NA
DC ¹ DRYCELL ²	Battery, auxiliary HD <i>Auxiliary battery. Included with diesel, dual 78a 750cca at no charge. Option is for dealer installed battery on gas engine or service body applications.</i> ¹ <i>800cca dry cell per battery - or - (BATT - additional battery installed in bed or compartment of utility body for accessory power \$589)</i> ²	\$595.00 ¹	\$329.00 ²
GVWR ¹	Increase to 9,900 lbs. GVWR <i>10K GVWR STANDARD IN BASE VEHICLE</i> ¹ <i>10,000 GVWR</i> ²	Std ¹	Std ²
52B ¹ 52B ²	Electric brake controller <i>Trailer Brake Controller (TBC; compatible with select electric over hydraulic brakes; 7 & 4-way combo trailer tow socket and bracket deleted w/66D Pickup Box Delete; Std. on DRW). Included in model upgrade package 603a.</i> ¹ <i>Req's Tow Pkg (Included with Manf Upgrade pkg)</i> ²	\$269.00 ¹	\$269.00 ²
TRACTION ¹	Traction control <i>ADVANCE TRAC WITH RSC (ROLL STABILITY CONTROL)</i> ¹	Std ¹	Std
W2B.603A ¹ 96P ²	Manufacturer's model upgrade package (specify pkg. bid) <i>W2B Model upgrade includes 603a pkg: Ext Bumper front & rr, chrome Grille-2 bar, chrome, Mirror-man telescope2way fold trail tow w/power/heat glass, heat convex spot mirror,integrate clear lamps /turn sigs, Wheels-F250 18" Cast Alum w/brite hub cover / center ornaments, Windows-rear,fixed privacy glass Int,AC vents blk w/ chrome ring, Audio AM/FM stereo w/SingleCD/MP3 player, 4speakers, Aux audio input jack, Cruise cont steer wheel-mount, Door trim-soft armrest, grab handle, power window/ lock switch, molded upper appliqué & reflect (appliqué and arm rest are accent-color); front map pockets on RegCab, Floor cover-color cordon, full carp Floor mats color coordinated carp, InstrumentCenter-Comp dips,Power Equip Group 1st row fro-seat windows w/one touch up/down, power windows/door locks w/ backlit switches & accsry delay, Front, high series cloth 40/20/40 split bench, sirius sat radio, sync, trailer brake cont, Remote keyless net & Perimeter anti-theft alarm</i> ¹ <i>XL Appearance Package Includes: AM/FM Stereo/Single-CD/MP3 Player/Clock w/four (4) speakers, Bright chrome grille surround with black insert, Bright chrome hub(SRW Only), Chrome front / rear step bumper, & Cruise Control -or- (603A - XLT front / rear chrome bumper & Grille, Mirrors manual trailer tow with</i>	\$4,789.00 ¹	\$944.00 ²

VEHICLE:	F-250 SD (W2B)			
DEALER:	Duval Ford	Duval Ford	Alan Jay Ford	Duval Ford
ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$25,520.00	\$25,520.00	\$25,468.00	\$25,833.00

	power/heated glass, integrated clearance lamps/ turn signals. Wheels:F-250/F-350 SRW:18" Cast Aluminum w/Bright Hub Covers/Center Ornaments (4). Fixed privacy glass Interior, Audio:AM/FM/CD/MP3, Cruise control, map pockets, full carpet & mats, Power Equipment Group – 1st row (frontseat) windows w/one-touch up/down, power 2nd row (rear-seat) windows (Crew Cab only), power windows/door locks, cloth 40/20/40 split bench, 20% center under-seat storage. 2nd Row under-seat locking storage, SiriusXM. SYNC® — with 911 Assist® and compass. Trailer Brake Controller Safety/Security Remote keyless entry & Perimeter anti theft alarm \$4965) ²		
1S ¹ 2S ²	Seat trim upgrade - specify Cloth 40/20/40 Split Bench ¹ Steel cloth 40/mini-console/40 front seats with mini console. (ADD \$385 when ordering with XLT upgrade package to include: Steel cloth luxury 40/console/40 front seats 4-way adjustable driver/passenger headrests, and 110V/150watt inverter in console.) ²	\$314.00 ¹	\$614.00 ²
90L ¹ 90L ²	Power windows/door locks POWER EQUIPMENT GROUP (90L) Availability: Optional on XL, Standard on XLT and Lariat Not available with: Air Conditioning Delete (572) Includes: Accessory delay, Manually telescoping two-way fold trailer tow mirrors with power/heated glass, heated convex spotter mirror, integrated, clearance lamps/turn signals (54K) (XL & XLT only), Perimeter Anti-Theft Alarm, Power locks, Power 1st row (front-seat) windows w/one-touch up/down, Power 2nd row (rear-seat) windows (Crew Cab), PowerScope® power telescoping, power fold-away trailer tow mirrors with power/heated glass, heated convex spotter mirror, Remote keyless-entry, Upgraded door trim panel on XL Deletes: Passenger-side lock cylinder. Options Available: PowerScope® power telescoping, power fold-away trailer tow mirrors with power/heated glass, heated convex spotter mirror, integrated clearance lamps/turn signals (54F) (XLT only)) ¹ Includes remote keyless, manual telescoping mirrors w/power heated glass. ²	\$1,104.00 ¹	\$1,104.00 ²
525 ¹ 525 ²	Speed control/tilt steering wheel Tilt is Standard. Speed control included with model upgrade package and 96V xl value package. ¹ Included with manufacturers upgrade package. ²	\$234.00 ¹	\$234.00 ²
2S ¹ 2S ²	Bucket seats in lieu of bench seat Cloth High Back Bucket; Use \$894 with XLT package upgrade and Requires Shift On the Fly (213) on XLT package upgrade ¹ Steel cloth 40/mini-console/40 front seats with mini console. -or- (Dealer Installed Leather Trim \$1297) ²	\$614.00 ¹	\$614.00 ²
AS ¹ AS ²	40/20/40 seat in vinyl	Std ¹	Std ²
1S ¹ 1S ²	40/20/40 seat in cloth Cloth 40/20/40 Split Bench ¹ Cloth 40 / 20 / 40 split bench w/ center armrest, cupholder, and storage. ²	\$314.00 ¹	\$314.00 ²
CARPET ¹	Carpet in lieu of rubber floor covering Requires model upgrade. Color-coordinated carpet and carpeted floor mats (includes rear mats on SuperCab & Crew Cab) (deleted when all-weather floor mats are ordered) ¹ Included and only available with manufacturers upgrade package. - or - (166 - Delete carpet floor on XLT model upgrade, to provide vinly floor surfaces \$0, NO CHARGE) ²	NC ¹	NA ²
16S ¹	Floor mats Floor Mats, All-Weather (NA w/166 Carpet Delete) (Deletes Carpeted Mats). Factory All-Weather floor mats require model upgrade 603a. Base model All-Weather floor mats will be dealer installed non factory mats. ¹ Included and only available with manufacturers upgrade package. (WTF - Dealer installed HD molded floor liner system \$349 (REQUIRES OPTION CODE 213-SHIFT ON THE FLY), includes freight and installation) ²	\$74.00 ¹	NA ²
TINT ¹	Deep tinted glass (924) Rear privacy glass included with model upgrade and (433) option. Option is for dealer installed privacy tint. ¹ Included and only available with sliding rear window option.(DTF - Dealer Deep Tint Film \$279 (Add \$49 for windshield strip) ²	\$365.00 ¹	NA ²

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433 ¹ 433 ²	Sliding rear window Manual Sliding w/Privacy Glass (924) ¹ Includes Privacy Glass on rear window only ²	\$124.00 ¹	\$124.00 ²
585 ¹ 585 ²	AM/FM radio with single CD Premium Electronic AM/FM Stereo with Single-CD/MP3 Player, Digital Clock and four (4) Speakers (includes auxiliary audio input jack on XL) Standard with model upgrade. ¹ Includes MP3 Player and AUX audio input ²	\$274.00 ¹	\$274.00 ²
	On-Star (91M 62D - Ford Hands free phone option: SYNC® – Voice-Activated Communications and Entertainment System w/911 Assist® (includes USB port, AppLink™ and compass: req. 585 AM/FM/CD. or 96P XL Appearance Pkg. on XL \$364) ²	NA	NA ²
39S ¹	Satellite radio Requires model 603A upgrade package and must be specified. ¹ Included and only available with manufactures upgrade package ²	NC ¹	NA ²
3K ¹ 3K ²	Additional Key(s) or Key Fob(s) when applicable Use \$275 for programmed remote fob. Simple key included in RFC. ¹ Dealer provided third key. (3KR - Dealer provided third key and remote when ordering with power equipment group \$373) ²	\$176.00 ¹	\$140.00 ²
	Side air bags	Std	Std
18B ¹ 18B ²	Cab steps 6" Angular Black Molded-In-Color Running Board ¹	\$369.00 ¹	\$369.00 ²
LSL ¹ L-SPOT ²	Left-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed For Go-Light remote operated spot light add \$700 includes bed mounted pole in lieu of roof mount. ¹ (DOOR MOUNT) Add \$175 for LED light ²	\$495.00 ¹	\$480.00 ²
2SL ¹ LR-SPOT ²	Left & right-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed For Go-Light remote operated spot light add \$700 includes bed mounted Pole in lieu of roof mount. ¹ (DOOR MOUNT) Add \$350.00 for LED lights ²	\$800.00 ¹	\$900.00 ²
VV ¹ RS ²	Vent visors - stick-on style Four Door Rain Shields. (\$145 for front door glass only) ²	\$160.00 ¹	\$189.00 ²
RS ¹ RSF ²	Rainshields - flange style Four Door Rain Shields. **Not available with power window group** (\$145 for front door glass only) ²	\$160.00 ¹	\$189.00 ²
BS ¹ BS ²	Bug shield Dealer installed Bug Shield hood protector ²	\$195.00 ¹	\$197.00 ²
	Trailer tow mirrors For power telescopic 54F use \$164. Requires model upgrade package 603a. (54K) power glass included with 90L ¹	Std ¹	Std
WGG ¹ WGG ²	Wrap-around grille guard Warn brand or equal ¹ Add \$300.00 for winch mount plate ²	\$1,296.00 ¹	\$995.00 ²
TBX ¹ ATB ²	Heavy duty aluminum tool box AA brand, single lid locking with 2 keys ¹ Dealer Provided HD Aluminum Diamond Plate Tool Box 14" Depth. (18" Depth \$469) AND (ADD \$50 to 14" or 18" for low profile tool box.) ²	\$395.00 ¹	\$429.00 ²

VEHICLE:	F-250 SD (W2B)			
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85L ¹ 85L ²	Bedliner Plastic drop in liner. NA with 66D ¹ Plastic drop in bed liner. (Dealer provided plastic drop in bed liner \$325) ²		\$349.00 ¹	\$349.00 ²
85S ¹ 85S ²	Spray-on bedliner for pick-up truck (Rhino, Line-X or approved equivalent) Factory supplied light duty spray liner. NA with 66D. For HD liner at increased thickness us \$565 ¹ Factory THIN spray-on-bed liner w/ plastic tailgate cover. (SOB - Dealer provided HD Spray-on-Bedliner \$579.00) ²		\$494.00 ¹	\$494.00 ²
41P ¹ 41P ²	Skid plates Skid Plates – Transfer Case and Fuel Tank (4x4 only) ¹		\$99.00 ¹	\$99.00 ²
213 ¹ 213 ²	Shift on the fly Electronic Shift-On-the-Fly (ESOF) – 4X4 (manual-locking hubs & auto rotary control on I/P; required w/Flow-through Console) ¹		\$184.00 ¹	\$184.00 ²
TCD ¹ TBM ²	All terrain tread tires 4 LT265/70Rx17EOWL A/T includes black side wall spare ¹ LT245/75RX17E BSW All Terrain. -or- (TCD - LT 265/70R17E OWL All Terrain tires \$454) ²		\$454.00 ¹	\$164.00 ²
N2 ¹ N2 HD ²	Nitrogen filled tires including spare tire		\$196.00 ¹	\$209.00 ²
SPACEKAP ¹ LEER DCC ²	Steel truck cap 8' Compak (Transferable Service Body). Body can be placed in any 8' truck bed. Easily transferable. Also available for 6' truck bed. Add Contractor Bin Pkg for \$1,600. Add Service Pkg for \$3000. ¹ Leer Deluxe Aluminum Commercial Topper (WHITE), 23" High, Front Picture Window, Full Length Side Doors with Driver and Passenger Side Tool Boxes including 1 Vertical and 1 Horizontal Divider, Rear lift Up Door with Picture Window, Ladder Rack, 20" 12v LED Interior Light Bar (Upgrade to Fiberglass 100RCC Commercial Topper Painted to Match \$500) (Upgrade to Double Swing Barn Doors w/ vertical glass on Rear in lieu of std lift up door \$379 **aluminum tops only**) ²		\$8,800.00 ¹	\$3,279.00 ²
	Tow hooks		Std	Std
LG12 ¹ LG13 ²	1,200 lb. lift gate For pickup bed or service body application. Tommy gate brand supplied with Knapheide options and Theiman model combined with Reading body options. ¹ Tommy Gate G2-1300 LB. ²		\$2,950.00 ¹	\$3,244.00 ²
8KW ¹ 8KW ²	8,000 lb. winch with remote Requires WGG, Warn Brand winch ¹ Requires Wrap around grill w/winch plate ²		\$1,200.00 ¹	\$1,195.00 ²
TOWPKG ¹ CLVWC ²	Trailer towing package, to include heavy duty flashers, wiring for trailer plug (7 prong round), and class IV frame mounted trailer hitch with 2" square removable receiver, 1" shank with 2" ball. Does not include trailer tow mirrors. May be dealer installed. Includes all manufacturer's standard towing components; exceeds spec. Upgrades to complete package with 2.5" receiver with sleeve and hardware (solid HD shank and solid Pin&Clip). For pintle ball combination add \$245. Tow mirrors are standard equipment. Recommend Locking differential and factory electric brake controller integrated into dash. Specify if 6 way or custom plug (wiring) to be added. ¹ Replaces Factory, provides HD Class V Titan 2.5" Receiver, 7 Pin Wire Harness, Solid Steel Shank Draw Bar, 2 & 5/16" Ball, pin & Clip. (Applicable with all body options) - or - (53W 15J - Factory gooseneck hitch kit, pre-installed \$619) - or - (53W 15L - Factory 18k 5th wheel hitch kit, pre-installed \$1664) ²		\$865.00 ¹	\$670.00 ²
SBS ¹ USOB ²	Spray-on bedliner for utility body For rear bumper add \$100. For Drop down doors both sides add \$175. HD LINEX Brand. ¹ HD spray on bed liner for cargo area of utility body only, ADD \$279 for box tops. ²		\$785.00 ¹	\$747.00 ²

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98ASW ¹ WS298SW ²	Knapheide, Reading or approved equivalent utility body - specify <i>Reading Classic II: See (31b) Reading ship through. Flip top lids add \$900. A60 coasting weight pressed steel diamond plate floor and tailgate inner panel, slam action tail gate, pooched bumper, HD compartment 18g a doors, rectangular rear lighting. Includes 66D bed credit.</i> ¹ <i>Warner Select II Service Body 8' SRW Painted White (includes box and bumper credit) Body Upgrades-- Add \$875 for Flip Top Lids, \$815 for LED compartment lighting. ** Includes complete vehicle certification from final stage manufacturer **</i> ²	\$5,800.00 ¹	\$5,331.00 ²
696J ¹ K696J ²	Manufacturer's standard service unibody, 14 gauge construction - specify. May be dealer installed. (NOTE: If you are ordering a service body, we are advising you to contact your awarded vendor.) <i>Knapheide Brand service body. See (31v) Knapheide ship through. Fliptop lids add \$800, master locks add \$500, cabinet lights \$500, power locks \$850. NA with PC. Rugged 14gauge two-sided A-40 galvanized steel body shell with a six year warranty. Complete undercoating provides an additional layer of corrosion protection. Double panel door construction combined with stainless steel rotary latches. Includes 66D bed credit!</i> ¹ <i>Knapheide SRW Painted Utility Body, (includes box and bumper credit) Body Upgrades-- Add \$831 for Flip Top Lids, \$314 for T-Handles, \$588 for lights inside compartments, \$404 for Master Locking System, \$159 for pair of Knaplock padlocks keyed to Ford factory ignition key ** Includes complete vehicle certification from final stage manufacturer **</i> ²	\$5,400.00 ¹	\$5,215.00 ²
SUL98ASW ¹ U98ASW SL ²	Manufacturer's standard service modular body, 18 gauge construction - specify. May be dealer installed. (NOTE: If you are ordering a service body, we are advising you to contact your awarded vendor.) <i>Reading sl series with complete stainless steel rotary locks with paddle handles or stainless steel 3point t-handle locks exclusive dual-pro door seal system stainless steel bolt-on block hinges seamless wheelhouse panel incandescent stop, tail, turn and clearance lightslam action tailgate with diamond pattern facer, and stainless steel knee brace hardware. See (31b) Reading ship through. flip top lids add \$900. Includes 66d bed credit.</i> ¹ <i>Reading Standard Line Factory Powder Coated White (includes box and bumper credit) Body Upgrades -- Add \$913 for Flip Top Option, \$674 Lighted Compartments, \$893 for Master Locking System. ** Includes complete vehicle certification from final stage manufacturer **</i> ²	\$5,117.00 ¹	\$5,615.00 ²
PC ¹ DA98 ²	Powder coating for utility body <i>Included on SUL98ASW series in red or white. Reading brand only</i> ¹ <i>Reading Classic II dealer advantage factory Pwdr Coated White -- Add \$897 for Flip Top Lids, \$674 for lighted compartments, \$828 Master Locking System -or- (DA98 Aluminum - Classis II dealer advantage ALUMINUM utility body ***45% weight savings*** \$7286 -- ADD \$1352 for Flip Top Lids, \$674 for lighted compartments, \$1131 for Latchmatic remote locking system. ** Includes complete vehicle certification from final stage manufacturer **</i> ²	\$550.00 ¹	\$6,685.00 ²
FTC ¹ FTC ²	Fiberglass tonneau cover (painted to match) <i>ARE brand or equal. For Roll n Lock, or RETRAX bed cover option use \$1396</i> ¹ <i>(Add \$1338 for Bed Slider with Rubber Mat and 4" Sides) -or- (Roll~N~Lock cover ADD \$297 in lieu of fiberglass tonneau)</i> ²	\$1,496.00 ¹	\$1,495.00 ²
FCHT ¹ FCH ²	Fiberglass cab high toppler with front, side and rear windows (painted to match) <i>ARE, Century brand or equal. For flip windows add \$425</i> ¹ <i>Add \$375 for side access windows in lieu of fixed</i> ²	\$1,795.00 ¹	\$1,695.00 ²
942 ¹ 942 ²	Daytime running lights	\$44.00 ¹	\$44.00 ²
	Immobilize daytime running lights <i>Don't order 942</i> ²	Std	NC ²
CS ¹ HAR ²	Cab shield headache rack (protects back of cab) <i>Expanded metal cab shield (add \$300 for strobe beacons mounted on each side of cab shield)</i> ¹	\$545.00 ¹	\$497.00 ²

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PRPU ¹ PRT ²	Pipe rack w/expanded metal basket over cab (for pickup bed) (1200ATR - Weather Guard aluminum material rack with cross members \$1479 **does not include expanded metal basket over cab**) ²	\$1,796.00 ¹	\$1,790.00 ²
PRSB ¹ PRU ²	Pipe rack w/expanded metal basket over cab (for utility body)	\$1,796.00 ¹	\$1,790.00 ²
SLR ¹ SSMLR ²	Single ladder rack side mounted (specify street or curbside) Single Side Mtd Ladder Rack ²	\$796.00 ¹	\$738.00 ²
153 ¹ 153 ²	Front license bracket (Factory ordered only, dealer provided \$79) ²	NC ¹	NC ²
76C ¹ 76C ²	Backup alarm, factory installed	\$124.00 ¹	\$124.00 ²
BUA ¹ BUA ²	Backup alarm, dealer installed Dealer installed 90db back up alarm. ²	\$130.00 ¹	\$179.00 ²
76V ¹ 76V ²	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - factory installed Rear View Camera (Electrochromic Mirror w/video display on XL/XLT; Lariat Rear View Camera display in 8" touch-screen in center stack; XLT req. 96I XLT Interior Pkg., 17V XLT Value Pkg. or 17P XLT Premium Pkg.; NA w/66D Pick Up Box Delete or 557 Airbag Delete) ¹	\$539.00 ¹	\$539.00 ²
BUC ¹ BUC ²	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - dealer installed	\$695.00 ¹	\$679.00 ²
31V.31B ¹ FUEL TOOL ²	Optional equipment - specify Second Stage Manufacturer ship through for Reading (31b) at \$543 and Knapheide (31v) at \$260. Includes certification, second stage MSO, and weight slip when combined with body options contained in specification. For all other factory registered Ship thru destination codes please contact dealer. ¹ Fuel & Tool Box Combo includes: L Shape Fuel Tank, Tool Box, Electric transfer pump, Hose, Nozzle, and flow meter - (ADD SAFE-T - Fire Extinguisher, First Aid Kit, Road Triangles \$299) ²	\$543.00 ¹	\$1,887.00 ²
SAFET ¹ RSL ²	Optional equipment - specify SAFETY PACKAGE: Fire extinguisher, first aid and road LED KIT, other items to consider: gas air compressor 30 gallon 20cfm (\$3660). TOPBOX Side Toolbox 96" (\$749) top side pu contractor box with drawers (6: (\$896), INVERTER 1500 WATT (\$566), 2000 (\$696), 3000 (\$1626), 5000 with aux battery (\$1810). CONEHOLDER: (\$115) VANAIR Generator 5K compressor combo (\$5700) DUMP for 56ca with tarp (\$5900) VMAC: 70cfm under hood compressor (\$10995). ¹ Roadside lighting package Includes: Four corner hide away LED kit, 8 LED traffic advisor mounted in rear window glass, (AMBER/CLEAR) Grille lights, wired to factory upfitter switches or 6-switch controller. -or- (ALB-TA - Amber LED Light Bar with Front Takedowns, Side Alley lights, and Rear Arrow Stick Traffic Advisor. - ADD - (GL - Go Light with Dash Mounted Remote for \$628) - ADD - (806-1210-UB - 1000 watt pure sine wave inverter installed in curbside FRONT compartment of utility body. \$798) ²	\$595.00 ¹	\$1,729.00 ²
87T ¹ JOTTO ²	Optional equipment - specify Ford Telematics Powered by Telogis® (87T) Availability: Optional on XL, XLT, Lariat, Platinum and King Ranch® Includes: Onboard device that tracks vehicle location, speed and idle time w/optional vehicle diagnostics and maintenance reports, One (1) year service subscription of Ford Telematics Powered by T elogis® ¹ Jotto Computer Mount Stand (806-1206 - 600w pure sine wave inverter installed in between driver/passenger front seats \$429.) ²	\$799.00 ¹	\$485.00 ²
RPO ¹ 3200 C ²	Optional equipment - specify Any factory option not listed within specification is eligible for the discount amount indicated as a credit per item off the manufacturer's current MSRP schedule per fleet.ford.com ¹ Stellar EC 3200 11,500 ft-lb E/H crane (Requires Knapheide Std Utility Body). - or - (Liberator LIB 3200 10,000 ft-lb E/H crane \$16,721 (Requires Warner Body).) *** Both Cranes Include: Crane Reinforcements, Spring Build up, Manual Outriggers & Boom Rest *** ²	(\$1.00) ¹	\$15,099.00 ²

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RFC ¹ 3BLS ²	Optional equipment - specify <i>Regional freight charge per vehicle for alternative zone purchasing per section 3.54 paragraph A, item 1b. Per terms and specifications 1.14, pre-delivery service inspection and all delivery requirements, plus additional fleet simple key included. Not applicable when agency is domiciled in same zone as the base award. Amount is calculated via statistical algorithm utilizing trending market sales data and median variable freight costs within certain statistical mileage data points within the state of Florida. Any dollar volume credit to this unit cost, where applicable, is derived per section 3.55¹</i> <i>3rd Brake Light Safety Pulse (Pulses 3rd Brake Light (4) times upon application of brake pedal to increase driver awareness behind you when stopping)²</i>	\$426.00 ¹	\$229.00 ²
LABOR ¹ LABOR ²	Labor rate per hour <i>Labor rate per hour. Refer to Emergency lighting price submission for schedule. See dealer quote for itemization. Includes professional EVT certified installation, wire loom, connectors, prep kit and consultation¹</i> <i>(Labor Rates Based on Single Vehicle Build)²</i>	\$145.00 ¹	\$105.00 ²
TEMP ¹ TEMP ²	Temporary tag	\$6.00 ¹	\$45.25 ²
TX ¹ TRANS ²	Transfer existing registration (must provide tag number) <i>Per Florida Statute 320.08, A dealer can only charge the purchaser the actual fees authorized by statute for title and registration transfers. These will be the fees charged by the county tax collector's office for transferring title and registrations. Overcharging of these fees without refunding the overcharge is unlawful and could result in disciplinary action against the dealer's license. The dealer is responsible for refunding the overcharged amount to the purchaser. Private tag agency fees cannot be included in the category of title and registration fees: DHSMV Procedure TL-10. [TL-10:http://www3.flhsmv.gov/DMV/Proc/TL/TL-10.PDF]¹</i> <i>Includes temp tag & two way overnight shipping for signature.²</i>	\$85.00 ¹	\$168.85 ²
TAG ¹ TAG ²	New state tag (specify state, county, city, sheriff, etc.) <i>Per Florida Statute 320.08, A dealer can only charge the purchaser the actual fees authorized by statute for title and registration transfers. These will be the fees charged by the county tax collector's office for transferring title and registrations. Overcharging of these fees without refunding the overcharge is unlawful and could result in disciplinary action against the dealer's license. The dealer is responsible for refunding the overcharged amount to the purchaser. Private tag agency fees cannot be included in the category of title and registration fees: DHSMV Procedure TL-10. [TL-10:http://www3.flhsmv.gov/DMV/Proc/TL/TL-10.PDF]¹</i> <i>Includes temp tag & two way overnight shipping for signature.²</i>	\$130.00 ¹	\$220.95 ²
MP575 ¹ BMP345 ²	Maintenance Plan - specify <i>5 Year 75,000 mile Premium Maintenance Plan. 15 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. For GAS Chassis Cab & Cutaway vehicles use \$2230. ADD \$300 FOR Police, Emergency and Fire Use. 5 Year 75,000 mile Premium Diesel Maintenance plan \$3675. 15 Maintenance plan visits at 5000 mile intervals for vehicles with Diesel Engine, zero deductible. For DIESEL Chassis Cab & Cutaway vehicles use \$3525. ADD \$300 FOR Police, Emergency and Fire Use¹</i> <i>3 yr 45,000 mile(5000 mile interval, includes a total of (9) visits) gas engine Maintenance Plan. (ADD \$780 for diesel engine)²</i>	\$1,860.00 ¹	\$580.00 ²
MP675 ¹ BMP575 ²	Maintenance Plan - specify <i>6 Year 75,000 mile Premium Maintenance Plan. 15 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. For GAS Chassis Cab & Cutaway vehicles use \$2280. ADD \$300 FOR Police, Emergency and Fire Use. 6 Year 75,000 mile Premium Diesel Maintenance Plan, \$3715. 15 Maintenance plan visits at 5000 mile intervals for vehicles with Diesel Engine, zero deductible. For DIESEL Chassis Cab & Cutaway vehicles use \$3580. ADD \$300 FOR Police, Emergency and Fire Use¹</i> <i>5 yr 75,000 mile(5000 mile interval, includes a total of (15) visits) gas engine Maintenance Plan.(ADD \$990 for diesel engine)²</i>	\$1,905.00 ¹	\$910.00 ²
MP610 ¹ BMP6100 ²	Maintenance Plan - specify <i>6 Year 100,000 mile Premium Maintenance Plan. 20 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. For GAS Chassis Cab & Cutaway vehicles use \$2845. ADD \$500 FOR Police, Emergency and Fire Use. 6 Year 100,000 mile Premium Diesel Maintenance Plan \$4320. 20 Maintenance plan visits at 5000 mile intervals for vehicles with Diesel Engine, zero deductible. For DIESEL Chassis Cab & Cutaway vehicles use \$4515. ADD \$500 FOR Police, Emergency and Fire Use¹</i> <i>6 yr 100,000 mile(5000 mile interval, includes a total of (20) visits) gas engine Maintenance Plan.(ADD \$1210</i>	\$2,400.00 ¹	\$1,140.00 ²

VEHICLE:	F-250 SD (W2B)			
DEALER:	Duval Ford	Duval Ford	Alan Jay Ford	Duval Ford
ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$25,520.00	\$25,520.00	\$25,468.00	\$25,833.00


	for diesel engine) ²		
GB575 ¹ EC575 ²	<p>Warranty - specify</p> <p>5 Yr 75,000 mile zero deductible BASECare plan. 5 Yr 100,000 mile zero deductible use \$2805. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail ESP April 2015 Pricing Guide. 5 year, 75,000 mile Chassis GAS BaseCare ESP at zero deductible use \$2640. 5 year, 100,000 mile Chassis BaseCare ESP at zero deductible use \$3225. Add \$755 w/ 66D for Emergency (Fire, Amb, Police), Shuttle, or TowTruck, \$605 with Pickup¹</p> <p>Extra Care 5 yr 75k mile extended warranty (\$0 Ded)(ADD \$555 for fire/emergency use). ²</p>	\$1,990.00 ¹	\$2,350.00 ²
GE575 ¹ PC575 ²	<p>Warranty - specify</p> <p>5 Yr 75,000 mile zero deductible EXTRACare plan. 5 Yr 100,000 mile zero deductible use \$3295. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail ESP April 2015 Pricing Guide. 5 year, 75,000 mile Chassis GAS ExtraCare ESP at zero deductible use \$2945. 5 year, 100,000 mile Chassis ExtraCare ESP at zero deductible use \$3655. Add \$755 w/ 66d for Emergency (Fire, Amb, Police), Shuttle, or TowTruck \$555 with Pickup¹</p> <p>Premium Care 5 yr 75k mile extended warranty (\$0 Ded)(ADD \$555 for fire/emergency use). ²</p>	\$2,350.00 ¹	\$3,240.00 ²
GP575 ¹ PC6100 ²	<p>Warranty - specify</p> <p>5 Yr 75,000 mile zero deductible PREMIUMCare plan. 5 Yr 100,000 mile zero deductible use \$3870. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail ESP April 2015 Pricing Guide. 5 year, 75,000 mile Chassis GAS PremiumCare ESP at zero deductible use \$3415. 5 year, 100,000 mile Chassis PremiumCare ESP at zero deductible use \$4235. Add \$755 w/ 66d for Emergency (Fire, Amb, Police), Shuttle, or TowTruck \$505 with pickup¹</p> <p>Premium Care 6 yr 100k mile extended warranty (\$0 Ded)(ADD \$555 for fire/emergency use). ²</p>	\$3,240.00 ¹	\$4,015.00 ²
GB575 ¹ EC575 ²	<p>Diesel Warranty - specify</p> <p>5 Yr 75,000 mile zero deductible BASECare plan. 5 Yr 100,000 mile zero deductible use \$2805. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail ESP April 2015 Pricing Guide . 5 year, 75,000 mile Chassis DIESEL BaseCare ESP at zero deductible is \$2925. 5 year, 100,000 mile Chassis BaseCare ESP at zero deductible is \$3950. Add \$755 w/ 66D for Emergency (Fire, Amb, Police), Shuttle, or TowTruck, \$605 with Pickup¹</p> <p>Diesel Extra Care 5 yr 75k mile extended warranty (\$0 Ded) (ADD \$555 for fire/emergency use). ²</p>	\$1,990.00 ¹	\$2,350.00 ²
GE575 ¹ PC575 ²	<p>Diesel Warranty - specify</p> <p>5 Yr 75,000 mile zero deductible EXTRACare plan. 5 Yr 100,000 mile zero deductible use \$3295. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail ESP April 2015 Pricing Guide . 5 year, 75,000 mile Chassis DIESEL ExtraCare ESP at zero deductible is \$3210. 5 year, 100,000 mile Chassis ExtraCare ESP at zero deductible is \$4525. Add \$755 w/ 66d for Emergency (Fire, Amb, Police), Shuttle, or TowTruck \$555 with Pickup¹</p> <p>Diesel Premium Care 5 yr 75k mile extended warranty (\$0 Ded)(ADD \$555 for fire/emergency use). ²</p>	\$2,350.00 ¹	\$3,240.00 ²
GP575 ¹ PC6100 ²	<p>Diesel Warranty - specify</p> <p>5 Yr 75,000 mile zero deductible PREMIUMCare plan. 5 Yr 100,000 mile zero deductible use \$3870. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail ESP April 2015 Pricing Guide. 5 year, 75,000 mile Chassis DIESEL PremiumCare ESP at zero deductible is \$3740. 5 year, 100,000 mile Chassis PremiumCare ESP at zero deductible is \$5320. Add \$755 w/ 66d for Emergency (Fire, Amb, Police), Shuttle, or TowTruck \$505 with pickup¹</p> <p>Diesel Premium Care 6 yr 100k mile extended warranty (\$0 Ded) (ADD \$555 for fire/emergency use). ²</p>	\$3,240.00 ¹	\$4,015.00 ²



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Gregg Lynk, City Manager

DATE: December 1, 2015 

RE: Utilization of the NJPA Contract #080613-CAT for the purchase of a Caterpillar Diesel Generator for Fire Station No.-4

Staff is requesting to utilize the National Joint Powers Alliance (NJPA) Contract #080613-CAT, Alternative Energy Generator Equipment with Related Accessories, Services and Supplies for the purchase of a new 40KW Caterpillar Diesel Generator, Model No.-D40-2LC from Ring Power Corporation in Orlando, FL who is the authorized dealer for Caterpillar, Inc. The purchase of the new Caterpillar Diesel Generator is to replace the failed generator and to provide emergency backup power at Fire Station 4. The cost proposal from Ring Power Corporation is attached in the total amount of \$28,726.00.

In accordance with City Code of Ordinance 35.085 COOPERATIVE PURCHASING AND UTILIZATION OF OTHER AGENCY CONTRACTS; "The Purchasing Manager shall have the authority to join with other units of governments in cooperative purchasing ventures, or utilize other awarded governmental and not-for-profit bids or proposals for purchase of supplies or services when it is in the best interest of the city." These type contracts are competitively awarded and available for other agencies to use. Utilization of other agency contracts reduces administrative work load and expedites the procurement cycle which allows the departments to obtain the equipment that they need in a timelier manner. The City's formal Request for Proposal process is not required.

REQUESTING DEPARTMENTS:

Fire Department, Facilities Department, Purchasing Division, Finance Department

FISCAL IMPACT:

Purchase to use General Fund Fund Balance and will be on the first budget amendment in FY 16.

RECOMMENDATION:

Motion to approve the purchase of a new Caterpillar Diesel Generator from Ring Power Corporation in Orlando, FL. through the NJPA Contract #080613-CAT.

ATTACHMENTS: 1) Ring Power Corporation Cost Proposal
 2) NJPA Contract Document Information

Ring Power®**OLYMPIAN™
GENERATORS****Your North and Central Florida Caterpillar Dealer**

ST. AUGUSTINE
500 World Commerce Prkwy
St. Augustine, FL 32092
904-737-7730

TALLAHASSEE
4752 Capital Circle NW
Tallahassee, FL 32303
850-562-1622

OCALA
6202 N US 301/441
Ocala, FL 34475
352-732-4600

ORLANDO
9901 Ringhaver Dr.
Orlando, FL 32824
407-855-6195

TAMPA
9797 Gibsonton Dr
Riverview, FL 33569
813-671-3700

SALES**SERVICE****PARTS****LEASING****RENTALS****QUOTATION / SALES AGREEMENT / SECURITY AGREEMENT**

DATE: 11/20/15

QUOTATION NO: JB15091

CUSTOMER NAME: City of Palm Bay
ADDRESS: 1050 Malabar Rd. SW
CITY/STATE/ZIP: Palm Bay, FL 32907
CONTACT: Tom Michaud
PHONE: 321-726-2612 x 2238

ESTIMATED SHIPPING LEAD TIME: **9-12 weeks after approved
submittal or customer release for production**

SHIPPING VIA/FOB: Jobsite

ESTIMATED SUBMITTAL LEAD TIME: **3-4 weeks**

JOBSITE ADDRESS: 1200 San Filippo Dr. SE

CITY/STATE/ZIP: Palm Bay FL

PROJECT NAME: Palm Bay Fire Station # 4 Back-up
generator**TERMS:** Full payment is due from buyer within 10 days of delivery or pickup of the equipment.

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
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Please ensure quote meets your expectations. Ring Power is pleased to offer this price per the **NJPA consortium CAT Contract # 080613-CAT**

One (1) New Caterpillar Diesel Generator - Model D40-2LC, Rated 40 KW standby at 0.8 PF, 240/120 Volts, 1 Phase, 4 Wire, 60 Hz at 1800 RPM, with following options:

STANDARD GENERATOR PACKAGE CONSIST:

UL Listed 2200 Packaged Genset, NFPA 110 upgrade
Main UL circuit breaker, 250 Amp, shunt trip generator mounted
CAT EMCP 4.2 Control panel with safety shutdowns, Engine controls and gauges
Caterpillar Integrated Voltage regulator
ADEM Governor
Self excitation
Jacket water heater

Quotation Accepted By: _____ Date: _____ Tax No.: _____

Customer: _____ Salesman's Signature: Jake Bechtol

Jake Bechtol, EPG & Industrial Engine Sales.

TERMS

- This offer to sell is made subject to buyer's acceptance within ten (10) days from this date (noted above).
- All quoted prices are subject to change without notice. Those in effect on the date of shipment shall prevail.
- Subject to credit approval.
- Used equipment is subject to prior sale.
- A 25% restocking fee will be assessed for all canceled orders or returned materials.
- No retainage to be withheld. Ring Power Systems is an equipment supplier and is not a sub-contractor. Our terms are Net 10 days.
- No sales tax is included.
- Buyer grants to seller a security interest in all equipment as described in this agreement until such time as payment is made in full in accordance with the terms and conditions of this agreement and in accord with the seller's credit application.
- Ring Power requires a purchase order to secure this sales agreement.

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
Battery charger UL 10 amp		
2 O & M Manuals		
Weatherproof Factory Steel Sound Attenuated Enclosure – Wind Load Rating 150 MPH		
Integral 255 Gallon Fuel Tank		
5 Gallon Spill Bucket		
2.5" Fuel Tank Riser		

No Charge - 4 Year / 2000 hour / \$0 deductible Caterpillar Platinum level Extended Service Coverage

- Includes All as shipped consist from the factory with Caterpillar part numbers excluding:

Filters, fluids, vee belts, hoses, power take-offs, paint, batteries and clutches.

For power modules, coverage excludes containers, undercarriage, ladders, lights, wheels, axles, brakes, tires, stabilizing jacks and fire extinguishers.

- Includes Generator Rental for repairs in excess of 48 hours

Additional Coverage for Cat Standby Generator Sets over 3 liter displacement with Platinum level Extended Coverage:

Additional coverage is allowed if repairs cannot be completed within 48 hours of the "authorized dealer" technician's initial visit for a covered "mechanical breakdown" due solely to the nature of the "mechanical breakdown" or Cat's inability to supply the required repair components. Up to \$20,000 (US\$) is allowed for rental genset expenses that are hereby defined as the reasonable and customary rental charge, mileage per guidelines given in the "repairer" travel & mileage limitations section of this contract and the necessary labor for connection & disconnection to your facility of the Rental GenSet from an "authorized dealer."

Total LIST Price for Above for CAT Items	\$ 28,763.00	
NJPA DISCOUNT – 31% off of List Price	(\$8,917.00)	
CAT Genset Price with NJPA Discount	\$19,846.00	\$19,846.00
CAT DEALER ADDITIONS – All receive 5% off List Price per NJPA		
• Freight		\$2,250.00
• Startup and One Day Training to Personnel		\$2,520.00
• Turn-key installation Services		\$4,110.00
TOTAL NET PRICE PER NJPA CONSORTIUM CONTRACT# 080613-CAT		\$28,726.00

Purchase orders must include the current NJPA Contract Number 080613-CAT

Ring Power invoices in full for Equipment & Services at the time of delivery. If Installation and Start-up Services need to be invoiced separately to avoid payment delays, please advise and a schedule of values will be provided for the Purchase Order process.

Exceptions & Clarifications:

Existing ATS & Wiring to be used

Existing Concrete Pad to be used

The existing 80 kW Natural Gas Generator is being replaced with the 40 kW Diesel Generator Quoted above as requested.

NOTE:

1. The above price includes start-up, testing, and customer training (during normal business hours, Monday-Friday, 8 AM - 4PM). Equipment installation must complete and equipment ready to start-up.
2. Installation (including shipped loose accessories), labor, equipment off loading, anchor bolts, is included.
3. For fuel tanks over 550 Gallons, it is the Contractor or Owners responsibility to notify the appropriate State, and/or local regulatory agencies prior to delivery of the fuel storage tank so that it can be inspected prior to fueling. The FDEP Registration form will be provided in the Ring Power Submittal. Per FDEP Breach of Integrity Testing Guidance, tanks will ship from the factory with a vacuum/gauge installed. On-site testing is not included.
4. No sales tax included
5. Proposal is based on information supplied by the Customer.

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
<p>6. No specifications, drawings, or diagrams were received or reviewed. General exception is taken to any other specifications and drawings not available at time of quotation. Equipment supplied will be limited to that described in this proposal.</p> <p>7. Ring Power will be supplying equipment as described in the attached documentation.</p> <p>8. No equipment will be ordered without an approved Purchase Order.</p> <p>9. Equipment shipped will be invoiced for at the time of delivery.</p> <p>10. Ring Power will not release equipment for production until we have received the signed sales agreement and signed and approved submittal from our customer. This is done to insure that we are providing quality equipment that fits our customer's needs. If you need any assistance, please contact your sales representative.</p>		

Thank you for considering Ring Power Systems for your generator needs

Jake Bechtol

Jake Bechtol

Ring Power Corporation

Electric Power Generation & industrial Engine Sales

(407) 472-6242 Office – (407) 438-0922 Fax - (321) 288-1242 Cell

jake.bechtoll@ringpower.com

Home > National Cooperative Contract Solutions > Contracts - General > Energy Solutions > Caterpillar Inc. - Alternative Energy/Generators



Caterpillar Inc. - Alternative Energy/Generators

NJPA AWARDED
CONTRACT

Contract#: 080613-CAT

Category: Energy Solutions

Description: Power Generators

Maturity Date: 09/17/2017

Overview

Contract Documentation

Pricing

Marketing Materials

NJPA Contact Information

HOW TO PURCHASE

Our step-by-step guide



Big or Small. Simple or Complex. Any size or any shape. In any regulatory environment. When you need power, Caterpillar is equal to the challenge of meeting the world's emergency and standby needs with an unparalleled line of diesel and natural gas generator sets. The experienced Caterpillar Dealer Network can deliver power systems and the support you need. Caterpillar is proud to be a National Joint Powers Alliance vendor and is excited about the the opportunity to provide NJPA Members with power solutions.

This contract is offering a Free 4 year Extended Service Coverage on qualifying Diesel and Natural Gas Generators. See your local Cat Dealer for additional details.

[Find a Dealer](#)

Vendor Contact Info

Chris Schwarz

Direct Phone: 309-310-6420

Schwarz_Chris_L@cat.com

www.cat.com

ANNUAL RENEWAL OF AGREEMENT

Made by and Between

Caterpillar, Inc. (Vendor)
100 NE Adams Street
Peoria, IL 61629

and

National Joint Powers Alliance® (NJPA)
202 12th Street NE
Staples, MN 56479
Phone: (218) 894-1930

Whereas:

"Vendor" and "NJPA" have entered into an "Acceptance and Award #080613-CAT" for the procurement of Electrical Energy Generation Equipment with Related Accessories, Services and Supplies, and having a maturity date of September 17, 2017, and which are subject to annual renewals at the option of both parties.

Now therefore:

"Vendor" and "NJPA" hereby desire and agree to extend and renew the above defined contract for the period of September 17, 2015 to September 17, 2016.

National Joint Powers Alliance® (NJPA)

By: [Signature], Its: Executive Director/CEO

Name printed or typed: Chad Coquette

Date 9/10/15

Caterpillar, Inc.

By: [Signature], Its: Industry Rep

Name printed or typed: Chris Schwarz

Date 10 Sept 15

If you do not desire to extend contract, please sign below and return this agreement.
Discontinue: We desire to discontinue the contract.

Signature: _____ Date: _____

FORM D

Formal Offering of Proposal
(To be completed Only by Proposer)



ELECTRICAL ENERGY GENERATION EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, AND SUPPLIES.

In compliance with the Request for proposal (RFP) for "ELECTRICAL ENERGY GENERATION EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, AND SUPPLIES.", the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: Caterpillar, Inc. Date: 7/30/13

Company Address: 100 NE Adams St.

City: Peoria State: IL Zip: 61629

Contact Person: Alex Graf Title: Electric Power Sales Manager

Authorized Signature (ink only):  Alex Graf
(Name printed or typed)



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 080613 ELECTRICAL ENERGY GENERATION EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, AND SUPPLIES.

Caterpillar, Inc.

Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective date of the Contract will be September 17, 20 13 and continue for four years thereafter AND which is subject to annual renewal at the option of both parties. This contract has the consideration of an optional fifth year renewal option at the discretion NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature:

[Signature]
NJPA Executive Director

Chad Couette
(Name printed or typed)

Awarded this 17th day of September 20 13 NJPA Contract Number # 080613-CAT

NJPA Authorized signature:

[Signature]
NJPA Board Member

Scott Verona
(Name printed or typed)

Executed this 17th day of September 20 13 NJPA Contract Number # 080613-CAT

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name Caterpillar, Inc

Vendor Authorized signature:

[Signature]

Alexander J. Graf
(Name printed or typed)

Title: Region Sales Manager - North America

Executed this 19 day of September 20 13 NJPA Contract Number # 080613-CAT



National Joint Powers Alliance® (herein NJPA)

REQUEST FOR PROPOSAL (herein RFP)

for the procurement of

ELECTRICAL ENERGY GENERATION EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, AND SUPPLIES.

RFP Opening

August 7, 2013

8:00 A.M. Central Time

At the offices of the

National Joint Powers Alliance®

202 Street Northeast, Staples, MN 56479

RFP #080613

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential Member agencies to include all Government, Higher Education, K12 Education, Non-Profit, and all other Public Agencies located nationally in all fifty states and potentially internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of ELECTRICAL ENERGY GENERATION EQUIPMENT WITH RELATED ACCESSORIES, SERVICES, AND SUPPLIES.. Details of this RFP are available beginning June 12, 2013 and continuing until July 16, 2013. Details may be obtained by letter of request to Maureen Knight, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until August 6, 2013 at 4:30 p.m. Central Time at the above address and opened August 7, 2013 at 8:00 A.M. Central Time.

RFP Timeline

June 12, 2013

Publication of RFP in the print and online Minneapolis Star Tribune, in the print and online Daily Journal of Commerce within the State of Oregon, the NJPA website, and on the website of noticetobidders.com

July 24, 2013

10:00 A.M. Central Time

Pre-Proposal Conference (webcast – conference call - Connection info sent to all inquirers two business days prior to the event)

July 16, 2013

Deadline for RFP requests and questions

August 6, 2013

4:30 P.M. Central Time

Deadline for Submission of Proposals

August 7, 2013

8:00 A.M. Central Time

Public Opening of Proposals

Direct questions regarding this RFP to:

Maureen Knight at knight@njpacoop.org or (218)895-4114

Methods and guidelines for submitting questions are detailed within the body of this document.

Caterpillar July 6th, 2015 NJPA Participant Discounts

All Discounts listed are for "Standby Ratings Only unless otherwise stated".

	NJPA Member Discount
60 HZ, 40 - 175 kW (Reference the "PSNA-EPG-F_PE400CNN" Caterpillar Price List)	
D13	50%
D20	50%
D25	50%
D30	50%
60 HZ, 40 - 175 kW (Reference the "PSNA-EPG-F_1100CNN" Caterpillar Price List)	
D40-6 (3 phase)	50%
D50-6 (3 phase)	50%
D60-6 (3 phase)	50%
D80-6 (3 phase)	50%
D100-6 (3 phase)	50%
D125-6 (3 phase)	50%
D150-8 (3 phase)	50%
D175-2 (3 phase)	50%
D40-6S (1 phase)	50%
D50-6S (1 phase)	50%
D60-8S (1 phase)	50%
D80-2S (1 phase)	50%
D100-6S (1 phase)	50%
60 HZ, 40 - 60 kW (Reference the "PSNA-EPG-F_C4.4LCAN" Caterpillar Price List)	
D40-6	31%
D50-6	31%
D60-6	31%
D40-2LC	31%
D50-2LC	31%
D60-2LC	31%
60 HZ, 40 - 100 kW (Reference the "PSNA-EPG-F_C4.4PGAN" Caterpillar Price List)	
D40-6 (3 phase)	31%
D50-6 (3 phase)	31%
D60-6 (3 phase)	31%
D80-6 (3 phase)	31%
D100-6 (3 phase)	31%
D40-6S (1 phase)	31%
D50-6S (1 phase)	31%
D60-8S (1 phase)	31%
D80-2S (1 phase)	31%
D100-6S (1 phase)	31%
60 HZ, 125 - 175 kW (Reference the "PSNA-EPG-F_C6.6PGAN" Caterpillar Price List)	
D125-6 (3 phase)	35%
D150-8 (3 phase)	35%
D175-2 (3 phase)	35%
60 HZ, 200 kW (Reference the "PSNA-EPG-F_C7.1PGAN" Caterpillar Price List)	
D200-2 (3 phase)	35%
C9, 60 HZ, 200 - 300 eKW (Reference the "PSNA-EPG-F_C9PKGN" Caterpillar Price List)	
200 kW (600, 480, 240 Volt)*	38%
250 kW (600, 480, 240 Volt)*	36%
300 kW (600, 480, 240 Volt)*	37%
*Other Voltages available, but may affect generator output	
C9, 60 HZ, 200 - 300 eKW (Reference the "PSNA-EPG-F_C9PGAN" Caterpillar Price List)	
200 kW (600, 480, 240 Volt)*	33%
250 kW (600, 480, 240 Volt)*	37%
300 kW (600, 480, 240 Volt)*	37%
*Other Voltages available, but may affect generator output	
C15, 60 HZ, 350 - 500 KW (Reference the "PSNA-EPG-F_C15PGAN" Caterpillar Price List)	
350 kW (600, 480, 240 Volt)*	37%
400 kW (600, 480, 240 Volt)*	37%
450 kW (600, 480, 240 Volt)*	37%
500 kW (600, 480, 240 Volt)*	37%
*Other Voltages available, but may affect generator output	
C15, 60 HZ, 455 - 500 KW (Reference the "PSNA-EPG-F_C15PKGN" Caterpillar Price List)	
<i>(EPA & CARB Tier 4 Interim Emissions Certified)</i>	
455 kW Prime Power, 500 kW Standby 600 Volt Tier 4i	20%
455 kW Prime Power, 500 kW Standby 480 Volt Tier 4i	20%
455 kW Prime Power, 500 kW Standby 208 Volt Tier 4i	20%
C18, 60 HZ, 550 - 600 kW (Reference the "PSNA-EPG-F_C18PGAN" Caterpillar Price List)	
550 kW (600, 480, 240 Volt)*	33%
600 kW (600, 480, 240 Volt)*	33%
*Other Voltages available, but may affect generator output	
C27, 60 HZ, 750 - 800 KW (Reference the "PSNA-EPG-F_C27PGBN" Caterpillar Price List)	
750 kW 480 Volt	33%
800 kW 480 Volt	33%

Caterpillar Sourced Goods & Support Services Multiplier

Sourced Goods & Support Service Provided

Custom Shop Work
Installation
Delivery/Freight
Training
Custom Enclosure
Custom Fuel Tank
Custom ATS
Dealer Labor
Additional/Custom Parts
General Contracting Labor
Maintenance Agreements

NJPA Member Pricing

5% off list price
5% off list price
5% off list price
5% off list price
5% off list price
5% off list price
5% off list price
5% off list price
5% off list price
5% off list price
5% off list price

Electrical Energy Generation Equipment with Related Accessories, Services, and Supplies.



MEMO TO: Honorable Mayor and Members of City Council
FROM: Terese M. Jones, City Clerk
DATE: December 1, 2015
SUBJECT: Three (3) Appointments – Code Enforcement Board

As you may recall, the terms of James Ritter, Victor Silva-Martinez, and George Williams on the above subject board expires on December 15, 2015. Mr. Ritter, Mr. Silva-Martinez and Mr. Williams have reapplied to continue service on the board.

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

James Ritter
1523 Anglers Drive, NE 32905

George Williams
386 Brickell Street, SE 32909

Victor Silva-Martinez
772 Hernandez Avenue, SE 32909

The matter is presented to Council for the appointment of three (3) members to the Code Enforcement Board.

If you should have any questions, please advise.

/jcd

Attachment



Office of The
NOV 10 2015
City Clerk

APPLICATION FOR MEMBERSHIP CITY BOARDS OR COMMITTEES

THIS APPLICATION MUST BE RECEIVED BY THE OFFICE OF THE CITY CLERK NO LATER THAN WEDNESDAY, 5:00 P.M., 11-25-15, TO BE CONSIDERED BY THE CITY COUNCIL.

Board/Committee: Code Enforcement Board

1. Full name: James L. Ritter

a) Home Address: 1523 Anglers DR. NE.

City: Palm Bay Zip Code: 32905

Telephone No. (321) 724-8435 Fax No.: N/A

E-mail: J.Ritter56@CFL.RR1.Com

b) Employer: Retired Occupation: _____

Address: _____

City: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

E-mail: _____

Job responsibilities: _____

If retired, what was your occupation prior to retirement? Restaurant Owner, manager Ozzie's
List job responsibilities in the space above. Crab House

2. Education: 12th grade Mel Hi Class of 1974

3. Have you ever held a business license or certificate?

If yes, please provide the following:

Title	Issue Date	Issuing Authority	Disciplinary Action/Dates
<u>Ozzie's Crab House</u>	<u>12/2009</u>	<u>Brevard County Palm Bay DBPR</u>	<u>N/A</u>

4. Are you a resident of the City?

If yes, how long? 40 plus years

Yes X No _____

5. How long have you been a resident of Brevard County? 53 years
6. Are you a United States citizen? Yes X No
7. Are you a registered voter of the City? Yes X No
8. Are you employed by the City? Yes No X
9. Do you presently serve on a City board(s)? Yes X No
If yes, please list board(s): BCRA & Code Enforcement
10. Have you previously served on a City board(s)? Yes X No
If yes, please list board(s): Same
11. Are you currently serving on a board, authority, or commission for another governmental agency? Yes No X
If yes, what board, etc.
12. Have you ever been convicted or pled guilty to a criminal charge or pled nolo contendere (no contest) to a criminal charge? Yes No X
If yes, what charge ; where ; when ;
disposition was: Convicted Pled Guilty Pled No Contest
Have your civil rights been restored? Yes No N/A
13. Are you a member or participant of any community organizations? (Please list) Am Vets
14. What are your hobbies/interests? Fishing, Boating, Golfing, Spending time with family & Grand Kids.
15. Why do you want to serve on this board/committee?
I have Already served on this Board for over 15 years And I enjoy coming to the meetings and helping the City and the community. It is an honor to serve on this Board.

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

Race: African-American _____
Asian-American _____
Hispanic-American _____
Native-American _____
Caucasian X _____
Not Known _____

Gender: Male X _____
Female _____

Physically Disabled: Yes _____ No X _____

APPLICANT CERTIFICATION

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

1. This Application, when completed and filed with the Office of the City Clerk, is a PUBLIC RECORD under Chapter 119, Florida Statutes, and is open to public inspection.
2. I am responsible for keeping the information on this form current and that any changes or updates will be provided to the Office of the City Clerk.
3. I consent to filing the Statement of Financial Interests if required for this board.
4. If appointed to a board/committee, I acknowledge that it is my obligation and duty to comply with the following:

Code of Ethics for Public Officials (Florida Statutes, Chapter 112, Part III)
Florida Sunshine Law (Florida Statutes, Chapter 286)

5. I understand the responsibilities associated with being a board/committee member, and I will have adequate time to serve on this board/committee.

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

Signature: _____

Date: _____

Please return via email:

SUBMIT

Fax: (321) 953-8971

or mail to: City of Palm Bay
Office of the City Clerk
120 Malabar Road, SE
Palm Bay, FL 32907



Office of The
NOV 10 2015
City Clerk

APPLICATION FOR MEMBERSHIP CITY BOARDS OR COMMITTEES

THIS APPLICATION MUST BE RECEIVED BY THE OFFICE OF THE CITY CLERK NO LATER THAN WEDNESDAY, 5:00 P.M., 11-25-15, TO BE CONSIDERED BY THE CITY COUNCIL.

Board/Committee: Code Enforcement Board

1. Full name: MR. GEORGE W. WILLIAMS

a) Home Address: 386 BRICKELL ST. SE.

City: PALM BAY FL.

Zip Code: 32909

Telephone No. 321-728-8851

Fax No.: None

E-mail: george.plm.bay@ad.com

b) Employer: Retired

Occupation: Retired

Address: _____

City: N/A

Zip Code: N/A

Telephone No. N/A

Fax No.: N/A

E-mail: _____

Job responsibilities: _____

N/A

If retired, what was your occupation prior to retirement? New York City Police Dept. Safety Officer
List job responsibilities in the space above.

2. Education: AA Degree

3. Have you ever held a business license or certificate?
If yes, please provide the following:

Yes ☒ No ☐

Title	Issue Date	Issuing Authority	Disciplinary Action/Dates
<u>LPH (PRACTICAL NURSE)</u>	<u>1987</u>	<u>NY</u>	<u>None</u>

4. Are you a resident of the City?

Yes ☒ No ☐

If yes, how long? 22 yrs

5. How long have you been a resident of Brevard County? 22 yrs
6. Are you a United States citizen? Yes ☒ No ☐
7. Are you a registered voter of the City? Yes ☒ No ☐
8. Are you employed by the City? Yes ☐ No ☒
9. Do you presently serve on a City board(s)? Yes ☒ No ☐
If yes, please list board(s): Cook Enforcement Board
10. Have you previously served on a City board(s)? Yes ☐ No ☐
If yes, please list board(s): The Above Board Only
11. Are you currently serving on a board, authority, or commission for another governmental agency? Yes ☐ No ☒
If yes, what board, etc. _____
12. Have you ever been convicted or pled guilty to a criminal charge or pled nolo contendere (no contest) to a criminal charge? Yes ☐ No ☒
If yes, what charge _____; where _____; when _____;
disposition was: Convicted _____ Pled Guilty _____ Pled No Contest _____
Have your civil rights been restored? Yes ☐ No ☒
13. Are you a member or participant of any community organizations? (Please list) _____
No
14. What are your hobbies/interests? Fishing, softball
15. Why do you want to serve on this board/committee?
Giving back to your community, serving your community is very very important to me.

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

Race: African-American ☒
 Asian-American ☐
 Hispanic-American ☐
 Native-American ☐
 Caucasian ☐
 Not Known ☐

Gender: Male ☒
 Female ☐

Physically Disabled: Yes ☐ No ☒

APPLICANT CERTIFICATION

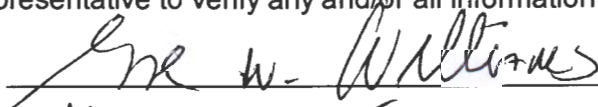
By filing this application with the City of Palm Bay and placing my signature below, I do hereby acknowledge the following:

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2. I am responsible for keeping the information on this form current and that any changes or updates will be provided to the Office of the City Clerk.
3. I consent to filing the Statement of Financial Interests if required for this board.
4. If appointed to a board/committee, I acknowledge that it is my obligation and duty to comply with the following:

Code of Ethics for Public Officials (Florida Statutes, Chapter 112, Part III)
Florida Sunshine Law (Florida Statutes, Chapter 286)

5. I understand the responsibilities associated with being a board/committee member, and I will have adequate time to serve on this board/committee.

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

Signature: 

Date: 11-4-2015

Please return via email:

Fax: (321) 953-8971

or mail to: City of Palm Bay
Office of the City Clerk
120 Malabar Road, SE
Palm Bay, FL 32907

NOV 24 2015

City Clerk



APPLICATION FOR MEMBERSHIP CITY BOARDS OR COMMITTEES

THIS APPLICATION MUST BE RECEIVED BY THE OFFICE OF THE CITY CLERK NO LATER THAN WEDNESDAY, 5:00 P.M., 11-25-15, TO BE CONSIDERED BY THE CITY COUNCIL.

Board/Committee: Code Enforcement Board

1. Full name: Victor SILVA - MARTINEZ

a) Home Address: 772 Hernandez Ave

City: Palm Bay Zip Code: 32909

Telephone No. _____ Fax No.: _____

E-mail: SILVA7761@aol.com

b) Employer: N/A Occupation: N/A

Address: _____

City: _____ Zip Code: _____

Telephone No. _____ Fax No.: _____

E-mail: _____

Job responsibilities: N/A

If retired, what was your occupation prior to retirement? CHEF

List job responsibilities in the space above.

2. Education: _____

2 Year OF COLLEGE

3. Have you ever held a business license or certificate? Yes _____ No X

If yes, please provide the following:

Title	Issue Date	Issuing Authority	Disciplinary Action/Dates

4. Are you a resident of the City? Yes X No _____

If yes, how long? 17 years

5. How long have you been a resident of Brevard County? 20 years

6. Are you a United States citizen? Yes X No

7. Are you a registered voter of the City? Yes X No

8. Are you employed by the City? Yes No X

9. Do you presently serve on a City board(s)? Yes X No

If yes, please list board(s):

10. Have you previously served on a City board(s)? Yes No

If yes, please list board(s): CEB

11. Are you currently serving on a board, authority, or commission for another governmental agency?

Yes No X

If yes, what board, etc.

12. Have you ever been convicted or pled guilty to a criminal charge or pled nolo contendere (no contest) to a criminal charge?

Yes No X

If yes, what charge ; where ; when ;
disposition was: Convicted Pled Guilty Pled No Contest

Have your civil rights been restored? Yes No

13. Are you a member or participant of any community organizations? (Please list)

N/A

14. What are your hobbies/interests?

N/A

15. Why do you want to serve on this board/committee?

Serve my City

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

Race:	African-American	_____	Gender:	Male	<u>X</u>
	Asian-American	_____		Female	_____
	Hispanic-American	<u>X</u>			
	Native-American	_____			
	Caucasian	_____			
	Not Known	_____			

Physically Disabled: Yes X No _____

APPLICANT CERTIFICATION

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

1. This Application, when completed and filed with the Office of the City Clerk, is a PUBLIC RECORD under Chapter 119, Florida Statutes, and is open to public inspection.
2. I am responsible for keeping the information on this form current and that any changes or updates will be provided to the Office of the City Clerk.
3. I consent to filing the Statement of Financial Interests if required for this board.
4. If appointed to a board/committee, I acknowledge that it is my obligation and duty to comply with the following:

Code of Ethics for Public Officials	(Florida Statutes, Chapter 112, Part III)
Florida Sunshine Law	(Florida Statutes, Chapter 286)

5. I understand the responsibilities associated with being a board/committee member, and I will have adequate time to serve on this board/committee.

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

Signature: V. [Signature]

Date: Nov. 3 2015

Please return via email: **SUBMIT**

Fax: (321) 953-8971

or mail to: City of Palm Bay
Office of the City Clerk
120 Malabar Road, SE
Palm Bay, FL 32907

RESOLUTION NO. 2015-57

A RESOLUTION OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, SUPPORTING GOVERNOR SCOTT'S LEGISLATIVE REQUEST TO DEVELOP THE FLORIDA ENTERPRISE FUND; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Brevard County is the 10th largest county in the state of Florida, and

WHEREAS, Brevard County is dedicated to building a diverse, strong economic base through the attraction of business investment and the creation of high wage jobs in targeted high value-added industries, and

WHEREAS, Brevard County has successfully announced eleven (11) company expansions, creating 2,494 jobs, and a total capital investment of over \$54 billion since October 2014, and

WHEREAS, Brevard County leverages tax abatements and economic development incentives with state incentives when recruiting or retaining companies in targeted industries, and

WHEREAS, keeping Florida a national leader in job creation in an increasingly global economy requires dedicated economic development funds to compete with other states, and countries, and

WHEREAS, Florida has lost competitive projects to states who have dedicated enterprise funds, and

WHEREAS, Florida Governor Rick Scott's legislative proposal addresses the need for dedicated funds to enable Florida to compete in a global market.

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 Supports Governor Rick Scott's legislative request to develop the Florida Enterprise Fund; thereby providing for a more competitive economic development incentive tool for Brevard County to utilize in the attraction and retention of quality jobs and investment for our community and our citizens.

SECTION 2. This resolution shall take effect immediately upon the enactment date.

This resolution was duly enacted at Meeting No. 2015- , of the City Council of the City of Palm Bay, Brevard County, Florida, held on , 2015.

ATTEST:

William Capote, MAYOR

Terese M. Jones, CITY CLERK



MEMO TO: Honorable Mayor and Members of City Council

FROM: Terese M. Jones, City Clerk

DATE: December 1, 2015

SUBJECT: Board/Committee Composition Amendments

Pursuant to Council's direction, several revisions are being made to various City advisory boards and committees with regard to the composition of same.

A summary of the proposed revisions are listed below. Please note that a few boards may be excluded from some or all of these amendments as they are mandated by Florida Statutes or Brevard County (Bayfront, Code, Community Development, Enterprise Zone, and Planning and Zoning).

- a) Boards shall be limited to no more than seven (7) members, with each councilmember appointing one (1) individual to the board. The terms of those members appointed directly by a councilmember shall coincide with the Council seat.

Any positions exceeding the five (5) individuals appointed by Council shall be considered 'at-large'. The at-large members shall be selected using the City Council's process for filling board positions. Any boards exceeding seven (7) members shall be reduced to seven (7) members.

- b) Appointments shall be for a term of four (4) years and limited to two (2) consecutive terms.
- c) The Chair and Vice-Chair of each board shall rotate every two (2) years. The Vice-Chair shall automatically succeed the Chair.
- d) The membership service shall remain as is, with individuals serving on no more than two (2) boards at the same time.

Ordinance No. 2015-65 has been prepared for consideration at tonight's meeting. The effective date of the ordinance will be February 1, 2016. Should you have any questions, please advise.

/tmj

ORDINANCE NO. 2015-65

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, TITLE V, LEGISLATIVE, CHAPTER 52, BOARDS, BY REVISING THE MEMBERSHIP COMPOSITION OF SPECIFIC ADVISORY BOARDS AND CERTAIN PROVISIONS THEREIN; PROVIDING FOR THE REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR INCLUSION IN THE CITY OF PALM BAY CODE OF ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. The City of Palm Bay Code of Ordinances, Title V, Legislative, Chapter 52, Boards, Subchapter 'Building and Construction Advisory Committee', is hereby amended and shall henceforth read as follows:

"BUILDING AND CONSTRUCTION ADVISORY COMMITTEE

* * *

Section 52.052 COMPOSITION.

(A) The Committee shall consist of seven (7) members appointed by the City Council, including, but not limited to the following vocations:

- (1) One (1) general contractor [\(Mayor\)](#);
- (2) One (1) residential contractor [\(Seat 2\)](#);
- (3) One (1) remodeler [\(Seat 3\)](#);
- (4) One (1) realtor [\(Seat 4\)](#);
- (5) One (1) homeowner [\(Seat 5\)](#);
- (6) One (1) subcontractor (carpenter, mason, pools, etc.); and
- (7) One (1) design engineer.

(B) Each Council seat shall appoint one (1) member as delineated above. Subsequent appointments shall coincide with the Council seat and not the term of office of the Councilmember.

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

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

Section 52.053 TERMS OF OFFICE.

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

- (1) Two (2) members shall be appointed to serve for three (3) years:
- (2) Two (2) members shall be appointed to serve for two (2) years; and
- (3) Three (3) members shall be appointed to serve for one (1) year.

(B) Thereafter, all appointments shall be for ~~three (3)~~ four (4) year terms and limited to two (2) consecutive terms. Appointments to fill any vacancy on the Committee shall be for the remainder of the unexpired term of office. When filling positions on this Committee, the City Council shall attempt to achieve, to the maximum extent possible, the broadest representation from the categories listed in § 52.052.

Section 52.054 GENERAL PROVISIONS.

* * *

(C) *Officers and bylaws.* The Committee shall select its own chairperson and vice chairperson ~~and such other officers as it deems appropriate. Such officers~~ The chairperson and vice chairperson shall serve for a term of ~~one~~ two (2) years. The vice chairperson shall automatically succeed the chairperson. The Committee may adopt bylaws not inconsistent with the provisions of this subchapter.

* * *

SECTION 2. The City of Palm Bay Code of Ordinances, Title V, Legislative, Chapter 52, Boards, Subchapter 'Code Enforcement Board, is hereby amended and shall henceforth read as follows:

"CODE ENFORCEMENT BOARD

* * *

Section 52.084 ORGANIZATION.

(A) The board shall consist of seven (7) city residents appointed by the City Council. Each Council seat shall appoint one (1) member. Subsequent appointments shall coincide with the Council seat and not the term of office of the Councilmember.

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

(AC) The Board shall ~~consist of~~ select a chairperson, and a vice-chairperson, and such other officers as the Board shall deem necessary. The chairperson and vice-chairperson shall serve for a term of two (2) years. The vice-chairperson shall automatically succeed the chairperson.

(BD) There shall be an election of officers at the annual Board meeting held each January.

(GE) A member of the Board may serve unlimited terms as an officer of the Board, including successive terms.

* * *

SECTION 3. The City of Palm Bay Code of Ordinances, Title V, Legislative, Chapter 52, Boards, Subchapter 'Library Advisory Board, is hereby amended and shall henceforth read as follows:

"LIBRARY ADVISORY BOARD

Section 52.110 LIBRARY ADVISORY BOARD.

* * *

(B) *Composition.*

(1) The board shall consist of five (5) city residents appointed by the City Council. Each Council seat shall appoint one (1) member. Subsequent appointments shall coincide with the Council seat and not the term of office of the Councilmember.

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

* * *

(D) *Rules of procedure.*

* * *

(3) *Officers.* The Board shall select its own chairperson and vice chairperson ~~and such other officers as it deems appropriate.~~ The ~~officers~~ chairperson and vice chairperson shall serve for a term of ~~one~~ two (2) years ~~and may succeed themselves.~~ The vice chairperson shall automatically succeed the chairperson.

* * *

SECTION 4. The City of Palm Bay Code of Ordinances, Title V, Legislative, Chapter 52, Boards, Subchapter 'Planning and Zoning Board/Local Planning Agency', is hereby amended and shall henceforth read as follows:

"PLANNING AND ZONING BOARD/LOCAL PLANNING AGENCY

* * *

52.142 SELECTION, COMPOSITION, AND RETENTION OF MEMBERS.

(A) *Membership.*

(1) The City Council shall appoint a ~~nine (9)~~ seven (7) member Planning and Zoning Board. The members of the Board shall have been residents of the city for at least one (1) year, and shall be appointed on the basis of experience, knowledge, and/or interest in the area of local planning.

(a) Each Council seat shall appoint one (1) member. Subsequent appointments shall coincide with the Council seat and not the term of office of the Councilmember.

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

* * *

(D) The members of the Board shall elect a Chairperson and Vice Chairperson at their first meeting. The Chairperson and Vice chairperson shall serve for a term of two (2) years. The Vice Chairperson shall automatically succeed the Chairperson. The presence of ~~five (5)~~ four (4) or more members shall constitute a quorum of the Planning and Zoning Board.

* * *

SECTION 5. The City of Palm Bay Code of Ordinances, Title V, Legislative, Chapter 52, Boards, Subchapter 'Recreation Advisory Board, is hereby amended and shall henceforth read as follows:

"RECREATION ADVISORY BOARD

* * *

Section 52.171 COMPOSITION; COMPENSATION.

The Board shall consist of ~~nine (9)~~ seven (7) city residents serving without pay.

Section 52.172 SELECTION; APPOINTMENT.

~~The City Council shall appoint the members of the Board from candidates recommended by members of the City Council and existing board. The recommendations shall be consistent with an objective to provide as broad a representation of the various interests of the community as is practical and all are encouraged to actively seek candidates from all areas of the community.~~

(A) Each Council seat shall appoint one (1) member. Subsequent appointments shall coincide with the Council seat and not the term of office of the Councilmember.

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

Section 52.173 TERMS.

The term of office for Board members shall be ~~three (3)~~ four (4) years and limited to two (2) consecutive terms. ~~Their~~ terms shall be staggered as provided in bylaws to be established by the Board.

* * *

Section 52.175 ORGANIZATION.

The Palm Bay Recreation Advisory Board shall organize by electing a Chairperson and Vice Chairperson from its membership ~~and such other officers as it may deem necessary;~~ The term of the Chairperson and Vice Chairperson ~~other officers being~~ shall be for one (1) two (2) years; The Vice Chairperson shall automatically succeed the Chairperson. ~~and [t]he Board~~ shall adopt bylaws regulating, among other matters, the proper conduct of its meeting, staggering of the terms of office, and removal of members.

* * *

SECTION 6. The City of Palm Bay Code of Ordinances, Title V, Legislative, Chapter 52, Boards, Subchapter 'Utilities Advisory Board, is hereby amended and shall henceforth read as follows:

"UTILITIES ADVISORY BOARD

* * *

Section 52.222 COMPOSITION; TERMS; VACANCIES.

(A) The Board shall consist of five (5) members who shall be appointed by the City Council as follows:

- (1) Two (2) members shall each serve an initial term of three (3) years;
- (2) Two (2) members shall serve an initial term of two (2) years; and
- (3) One (1) member shall serve an initial term of one (1) year.

All subsequent appointments shall be for a term of ~~three (3)~~ four (4) years and limited to two (2) consecutive terms.

(B) Each Council seat shall appoint one (1) member. Subsequent appointments shall coincide with the Council seat and not the term of office of the Councilmember.

(B) Members shall be residents of and qualified voters within the city. At least three (3) members of the Board shall be current customers of the city's utility system.

(C) The Board shall be made up of individuals who will have special talents, credentials, or experience which will be useful in the review and recommendation of utilities.

(D) No official of the city or employee of the city's Utilities Department may be appointed as a member of the Board.

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

* * *

Section 52.224 RULES OF PROCEDURE.

* * *

(C) *Officers.* The Board shall select its own chairperson and vice chairperson ~~and such other officers as it deems appropriate~~. The ~~officers~~ chairperson and vice chairperson shall serve for a term of ~~one~~ two (2) years ~~and may succeed themselves~~. The vice chairperson shall automatically succeed the chairperson.

* * *

SECTION 7. The City of Palm Bay Code of Ordinances, Title V, Legislative, Chapter 52, Boards, Subchapter 'Local Road Advisory Board, is hereby amended and shall henceforth read as follows:

“LOCAL ROAD ADVISORY BOARD

* * *

Section 52.292 COMPOSITION; TERMS; VACANCIES.

(A) The Board shall consist of seven (7) members who shall be appointed by the City Council as follows:

(1) Each Council seat shall appoint one (1) member. Subsequent appointments shall coincide with the Council seat and not the term of office of the Councilmember.

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

(3) Members shall serve an initial term of two (2) years. The initial term shall be through December 31, 2016.

(4) After the expiration of the above initial terms, all appointments shall be for a term of ~~two (2)~~ four (4) years and limited to two (2) consecutive terms.

~~All subsequent appointments shall coincide with the Council seat and not the term of office of the Councilmember.~~

* * *

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

* * *

Section 52.294 RULES OF PROCEDURE.

* * *

(C) *Officers.* The Board shall select its own chairperson and vice chairperson ~~and such other officers as it deems appropriate.~~ The ~~officers~~ chairperson and vice chairperson shall serve for a term of ~~one (1)~~ two (2) years ~~and may succeed themselves.~~ The vice chairperson shall automatically succeed the chairperson.

* * *"

SECTION 8. 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 9. 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 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 provisions within this ordinance shall take effect February 1, 2016.

Read in title only at Meeting No. 2015- , held on , 2015; and read in title only and duly enacted at Meeting No. 2015- , held on , 2015.

William Capote, MAYOR

ATTEST:

Terese M. Jones, CITY CLERK

Reviewed by CAO: _____

Words ~~stricken~~ through shall be deleted; underscored words shall be included. Deletions and additions constitute the proposed amendment. Words remaining are now in effect and remain unchanged.



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Gregg Lynk, City Manager

DATE: December 1, 2015

RE: Renewal of Joint Planning Agreement with Brevard County

Please find attached a draft Joint Planning Agreement (JPA) with Brevard County. Brevard County first entered into a JPA with the City of Rockledge on September 6, 2000. The proposed agreement is very similar to the previous one but reflects the municipal annexations that have recently occurred.

The Brevard County Comprehensive Plan encourages the County to enter into Interlocal Joint Planning Agreements (JPA) with local municipalities. The purpose of a JPA is to provide better intergovernmental coordination, including issues such as: joint review of development proposals within certain proximities of municipal boundaries; assessing impacts of land development proposals on traffic circulation; annexation notification; and maximizing service effectiveness.

The proposed JPA includes a joint review area where the City and County would exchange information on applications filed along a common boundary. In addition, it addresses transfer of maintenance of rights of way (ROW) for Babcock Road segments after these roadway segments have been widened and repaved by the County. This transfer is shown in phases as the roadway is widened.

Both the JPA and the included ROW transfer is similar to the successful Brevard County/City of Rockledge agreement where the County has encumbered over \$17,000,000.00 for the Barnes Boulevard widening to four lanes, with subsequent transfer to the City.

REQUESTING DEPARTMENT:

Growth Management Department

FISCAL IMPACT:

None.

RECOMMENDATION:

Motion to execute the Joint Planning Agreement and authorize the Mayor to execute.

Attachment: 1) Joint Planning Agreement

SB/ab

**CITY OF PALM BAY - BREVARD COUNTY
JOINT PLANNING INTERLOCAL AGREEMENT**

This Joint Planning Interlocal Agreement is made and entered this ____ day of December 2015, by and between the City of Palm Bay, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter “City”) and Brevard County, Florida, a charter county and political subdivision of the State of Florida (hereinafter “County”).

PREAMBLE

WHEREAS, the County and the City recognize that proper intergovernmental coordination is essential for sound growth management; and

WHEREAS, the County and City seek to have compatible land uses adjacent to their common boundary; and

WHEREAS, Section 163.01(4), Florida Statutes, Florida Interlocal Cooperation Act of 1969, allows the County and the City to jointly exercise any power, privilege or authority which they share in common, in this case land development regulation, and which each might exercise separately; and

WHEREAS, pursuant to Part II of Chapter 163, Florida Statutes, the Local Government Comprehensive Planning and Land Development Regulation Act (the “Act”), and Chapters 9J-5 and 9J-12, Florida Administrative Code, the City and the County adopted Comprehensive Plans on September 8, 1988 (County) and October 6, 1988 (City) and have subsequently amended them from time to time (hereinafter referred to as the “Comprehensive Plan[s]”); and

WHEREAS, Section 163.3177(6)(h), Florida Statutes, requires an intergovernmental element showing relationships, stated principles and guidelines to be used in the coordination of the particular effects of adopted local plans upon the development of adjacent municipalities and the county, and

WHEREAS, Section 163.3177(6)(h)1. a. requires that the intergovernmental element provide coordination of procedures to identify and implement joint planning areas, especially for the purpose of annexation and identification of infrastructure service areas; and

WHEREAS, the State Comprehensive Plan requires local governments to direct development to those areas which have in place the land and water resources, physical abilities

and service capacity to accommodate growth in an environmentally acceptable manner and use incentives and disincentives to achieve a separation of urban and rural land uses; and

WHEREAS, the State Comprehensive Plan requires local governments to protect the substantial investment in public facilities which already exist and to plan for and finance new facilities in a timely, orderly and efficient manner; and

WHEREAS, the City and the County are desirous of engaging in joint efforts to comprehensively plan certain areas within the City limits of the City of Palm Bay and as well as certain areas located within the boundaries of the County of Brevard, which areas are collectively and individually referred to herein as the “Joint Planning Area” or the “JPA”; and

WHEREAS, the City and the County wish to agree on certain procedures for the timely review and processing of annexation and development proposals within the JPA; and

WHEREAS, annexation of properties can affect the responsibility for maintenance of public facilities such as roadways and drainage facilities; and

WHEREAS, there is no intent for this Agreement to restrict the County’s authority to amend its Comprehensive Plan, Official Zoning Map, or apply land development regulations consistent with the provisions contained herein, or otherwise to make land use decisions for unincorporated areas within the JPA; and

WHEREAS, there is no intent for this Agreement to restrict the City’s authority to amend its Comprehensive Plan, Official Zoning Map, or apply land development regulations consistent with the provisions contained herein, or otherwise to make land use decisions for lands within the corporate boundaries of the City; and

WHEREAS, a Joint Planning Interlocal Agreement will provide a basis for the evaluation of future development applications and annexation proposals as well as for the adequate provision of public services; and

WHEREAS, the City and County wish to identify a joint planning area and have determined that such an agreement will foster intergovernmental coordination and cooperation, economical provision of services, and adequate utilization of existing and proposed infrastructure; and

WHEREAS, this Agreement provides the City and the County with ample opportunities to renegotiate the Agreement in response to changed circumstances, including the ability to seek refinement or expansion of the Joint Planning Area Boundary; and

WHEREAS, a public hearing with due public notice has been held by the City and the County prior to approval of this Agreement and as set forth in Section 163.3171(3), Florida Statutes;

WHEREAS, it is the intent of the City and the County that this Agreement shall be immediately applicable to any issuance of a Development Order, as defined in Article II of this Agreement, for a parcel of land located in the JPA and submitted to the County or City after execution of this agreement; and

WHEREAS, the County and City desire to enter into this Joint Planning Interlocal Agreement to address post-annexation issues related to road right-of-way and drainage facility maintenance responsibility as well as development order requests within a joint planning area.

WHEREAS, it is desirable for the City and the County to enter into such an agreement to better identify areas proposed for future municipal service and jurisdiction and to ensure better coordination of government services and reduce or eliminate substantial future non-conformities; and

WHEREAS, the establishment of this agreement will provide for a more well defined boundary between the City and the County including the elimination of enclaves and reduction of confusion to residents and service providers;

WHEREAS, the agreement will facilitate the flow of information regarding land development issues between the City and the County;

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree with each other to create and participate in the following Joint Planning Area Agreement (hereinafter referred to as the “Agreement”) as follows:

ARTICLE I - INCORPORATION OF PREAMBLE

1. Incorporation of Preamble. The Preamble above is true and correct and is incorporated into this Agreement as if fully set forth below. This Agreement shall be considered an Interlocal Agreement pursuant to the authority within Section 163.01, 163.3177(6)(h)(1)(a) as well as Chapter 171, Florida Statutes.

ARTICLE II - DEFINITIONS

1. 'Act' means and refers to the "Local Government Comprehensive Planning and Land Development Regulation Act" set forth in Chapter 163.3162 et. seq., Florida Statutes, as the same may be amended or superseded from time to time.
2. 'Agreement' means and refers to this Joint Planning Interlocal Agreement, as the same may be amended or supplemented as provided for herein.
3. 'City' means the City of Palm Bay, a Florida municipal corporation.
4. 'City Comprehensive Plan' means the comprehensive plan adopted pursuant to the Act, by the City Ordinance No. 88-28, and as may have been otherwise amended or may, in the future, be amended from time to time.
5. 'Collector Road' is as defined in either the City or the County Land Development Regulations or Comprehensive Plans and may include arterial roads.
6. 'City of Palm Bay Urban Service Area. (See Exhibit "B")' Means and refers to that area that is a portion of the JPRA where the City proposes to provide urban services including water, sewer, streets, and drainage maintenance, police and fire services, solid waste collection and other related municipal services.
7. 'County Comprehensive Plan' means and refers in the case of the County to the County's Comprehensive Plan, adopted pursuant to County Ordinance 88-27, and as may have been otherwise amended or may, in the future, be amended from time to time.
8. 'County Commission' means the elected legislative governing board of Brevard County referred to as the "Board of County Commissioners of Brevard County".
9. 'Council' means the elected legislative governing board of the City of Palm Bay and referred to as the "Palm Bay City Council".
10. 'County' means Brevard County, Florida, a political subdivision of the State of Florida.
11. 'County Maintained Roads' - (See Exhibit 'C') Refers to those roadways defined as local, collector or arterial, or segments thereof, along with the associated drainage facilities, which may or may not have been transferred to the County for maintenance responsibility by the State of Florida as outlined in Chapter 335.04 Florida Statutes. The County agrees to continue to maintain these facilities until transferred to the City of Palm Bay in

accordance with the terms of this Interlocal Agreement, or as said Agreement is modified pursuant to Article IV below.

12. Development. Shall be defined as set forth in Sections 163.3164(6) and 380.04, Florida Statutes (2013), as amended or superseded from time to time.

13. “Development Order” means any determination or decision requiring either legislative, quasi-judicial, or administrative review and approval by either government body related to annexations or pre-annexation agreements, comprehensive plan amendments, site plans (excluding those resulting in less than fifty percent (50%) expansion of a building), development of regional impact (“DRI”), planned unit developments (“PUD”), subdivision and plat approvals, rezonings, conditional uses, special permits, binding development plans (“BDP”), making possible development of or construction upon any Parcel of Land, within the scope of the respective Governing Body’s Comprehensive Plan.

14. Enclave. Means any unincorporated land which is enclosed within and bounded on all sides by: 1) the City of Palm Bay; 2) the City and a natural or manmade obstacle that allows the passage of vehicular traffic to that unincorporated area only through the City.

15. ‘Future Land Use Element’. means and refers to that section of either the City’s or County’s Comprehensive Plan, which includes all of the requirements of Section 163.3177(6)(a), Florida Statutes, as the same may be amended or renumbered from time to time.

16. ‘Future Sewer Service Area’ (see Exhibit ‘B’) means and refers to the area(s) within the JPA identified for future County sewer service line extension or City sewer service line extension. The goal of this sewer service section of the Agreement shall be to efficiently provide sewer services and to avoid duplication of facilities. Those areas reserved for *City and County Joint Sewer Service* planning are also shown on Exhibit ‘B’ (see also Article III, 7 of this Agreement).

17. ‘Governing Body’ means in the case of the County, the Board of County Commissioners, and in the case of the City, the Palm Bay City Council.

18. ‘Improved’ means a parcel of land having any building, or structure and associated paved area.

19. ‘Infrastructure’ means facilities and services needed to sustain industrial, residential, commercial and all other land use activities, including water lines, sewer lines, stormwater, streets, roads, drainage and other related public facilities.

20. ‘JPA’ means the Joint Planning Area.
22. ‘JPA Map’ means and refers to the map attached and incorporated herein by reference as Exhibit “A”, which designates parcels of land encompassed by this Agreement.
23. ‘Joint Planning and Review Area’ “JPRA” means and refers to those areas inside and outside the limits of the City of Palm Bay as depicted in Exhibit ‘A’ and described within Article III of this Agreement.
24. ‘Land Development Regulation’ means ordinances enacted by the City or the County for the regulation of any aspect of development.
25. ‘Local Planning Agency’ means the recommending agency appointed by the Board or City Council to review Comprehensive Plan and new Land Development Regulations and amendments thereto, and designated as the “local planning agency: pursuant to Section 163.3174 Florida Statutes. The City LPA is currently the City Planning and Zoning Board. The County LPA is currently the County Planning and Zoning Board.
26. Local Street. Means those streets which function primarily to provide access and service to abutting properties. This includes access and service to residential, business, industrial and public uses.
27. ‘Parcel of Land’ means any quantity of land capable of being described with such precision or exactness that its location and boundaries may be established, which is designated by the City, by the County, or by its owner or developer as land to be used, or developed as, a unit or which has been used or developed as a unit.
28. ‘Pre-Annexation Agreement’ means any official recorded document between the City of Palm Bay and an entity petitioning the City of Palm Bay for, or agreeing to annexation in accordance with Chapter 171 F.S. The document contains language binding the City and the petitioner to develop any property subject to the Pre-Annexation Agreement in accordance with the land development regulations of the City as well as other conditions stipulated in the body of the agreement. Said document may, upon the request of the City of Palm Bay, be made into a binding development agreement as set forth in the Florida State Statutes.
29. ‘Public Facility’ means any proposed sewer, water, right-of-way or roadway improvements plans, parks, open space improvements, public building, public utilities, public drainage and retention conveyance structures owned and operated by a local government serving properties within the JPA area.

ARTICLE III - PROCEDURES FOR REVIEWING AND COMMENTING ON DEVELOPMENT ORDERS

1. Joint Planning and Review Area Created. This area shall be such land as identified in Exhibit “A”. It is contemplated that from time to time portions of the unincorporated JPRA shall be annexed into the City of Palm Bay. As real property within the area depicted as unincorporated is annexed into the city, it shall be unnecessary to amend this Agreement or Exhibit “A”. Notwithstanding what Exhibit “A” or any other map attached to this Agreement shall depict, upon annexation by the City, the annexed Parcel of Land shall be regarded as a portion of the JPRA within the City’s jurisdiction. No amendment of this Agreement shall be necessary for the City to annex a Parcel of Land. All annexations, including enclaves, will comply with F.S. Chapter 171. Either the city or the county may suggest changes to the comprehensive polices to be applied within the joint planning area or adjustments to densities or intensities in zoning or comprehensive plan designations. Those proposals may be based on limitations or changed conditions related to growth, new development, transportation, water, sewer, infrastructure or geography. Such proposals shall be reviewed by the city and county staff and presented to the governing body with the jurisdiction to adopt land use, zoning and comprehensive plan amendments in the joint planning area. The governing body with jurisdiction shall consider the suggested change or changes and afford representatives of the governing body lacking jurisdiction opportunity to make a presentation on the suggested changes during a public meeting. After the governing body with the jurisdiction concludes its consideration of the proposed changes then the governing body shall either 1] instruct their staff to process the changes as formal amendments as presented or with modifications or 2] reject the proposed changes.

2. Comprehensive Plan Consistency Requirement. Within in the JPA, all Development Orders granted by the City or the County shall be consistent with this Agreement if the land uses, densities, and intensities permitted by such Order are found to be compatible with and further the goals, described in the City’s and County’s respective Comprehensive Plans.

3. City/County Review of Development Order Applications within the JPRA. In addition to the evaluation and comments normally prepared by the agency initially accepting a

Development Order or annexation application, any comments on Development Order application copies which are generated and returned by the agency of secondary jurisdiction shall be considered by the elected governing body of the agency of primary jurisdiction in its review of said Development Orders including examination of the relationship between the application, the City and County's Comprehensive Plans, and this Agreement.

4. Forwarding of Development Order Applications from County to City and City to County. The City and the County, within five (5) calendar days of receipt of any applications or preliminary plans associated with a Development Order (as defined herein) including annexations, public facility and utility improvement plans within the JPA, shall provide a copy of such application and plans to the Planning and Zoning Office of the other jurisdiction. The City or County may request a meeting to discuss such applications and plans related to the impact of such development on the neighboring jurisdiction subject to this Agreement.

The County/City staff shall provide to the City/County comments on annexations and Development Order courtesy copies generated within the JPA, within fifteen (15) calendar days of receipt of a courtesy copy of said plans or applications. No final decision on such Development Orders by the agency of primary jurisdiction shall be considered until receiving comments from the neighboring governmental jurisdiction, provided said comments are forwarded consistent with this Agreement.

If a written letter of objection is submitted to the party of primary jurisdiction within fifteen (15) calendar days after receipt of a particular Development Order plan or application courtesy copy, then the processing of said plan or application by the agency of primary jurisdiction shall be delayed for a period not to exceed fifteen (15) calendar days to permit time to resolve the concerns noted. The noted time frames may be extended by consent of both parties in order for the City staff and the County staff to meet and review the objecting party's comments. The noted time frames may also be extended by consent of both parties in order for the elected body of secondary jurisdiction to consider such Development Order or application courtesy copies during its next available public hearing.

Such comments may include, but may not be limited to: the existing or proposed Future Land Use or zoning designation(s) on the subject property; residential density; development standards related to signage, landscaping, land clearing, provisions for and connections to open

spaces; parking; traffic volumes or traffic distribution patterns potentially generated by the proposal; drainage conveyance from the proposed development; whether the development can or will be served by public sewer or private septic systems; whether the development can or will be served by private well or public water services; post-annexation maintenance of adjacent drainage and right-of-way. If the city and county staffs cannot resolve objections deemed to be major objections, the governing body of either city or county may request a joint meeting with the other governing body to attempt to resolve the objections. Both the County Commission and the City of Palm Bay Council agree to convene and attend such a meeting within ninety (90) days after the formal request for such a meeting has been made.

5. Development Orders within the City's portion of the JPRA. The governing body of the City shall consider the comments of the County in their evaluation of Development Orders (as defined in Article II of this Agreement) occurring within the City's portion of the Joint Planning and Review Area shown on Exhibit 'A'. Such comments may include, but may not be limited to, service inefficiencies created by enclaves. When receiving any Development Order plans/applications for properties affected by F.S. 171.062(2) the County and City shall conduct a joint review and subsequent permitting will be in accordance with F.S. 171.062, as applicable. No provisions of this Agreement shall supersede any development order review procedures or time frames already established by law or ordinance.

6. Development Orders within the County's portion of the JPRA. The governing body of the County shall consider the comments of the City in their evaluation of Development Orders occurring within the County's portion of the Joint Planning and Review Area shown on Exhibit 'A'. No provisions of this Agreement shall supersede any development order review procedures or time frames already established by law or ordinance.

7. Future Sewer Service Area. The City of Palm Bay shall not expand the City's sewer service beyond those areas identified as the City's future sewer service limits as shown on Exhibit 'B'. In those areas identified on Exhibit 'B' as City and County *joint sewer service planning areas*, the County and City shall coordinate the expansion of either the City or County

sewer systems into those areas in order to effectively provide sewer services while avoiding duplication of services.

8. Terms of Annexation Related Transfer. All future municipal annexations shall occur consistent with the following terms:

Upon annexation of at least fifty one percent (51%) of the existing front footage of property abutting any subject road right-of-way between the two nearest collector street (or streets with a larger classification) intersecting right-of-ways (i.e. cross streets), except those roads specifically exempted from this Agreement as identified in Exhibit 'C', the City shall assume maintenance responsibility for the entire road right-of-way and associated drainage facilities, not terminating at any right-of-way centerline, but between and extending to and including the above mentioned collector cross street intersections, or as maybe mutually designated. The County shall provide the City with the survey and legal description of all said lands to be transferred and prepare the warranty deed for recording purposes.

9. Right-Of-Way Maintenance Responsibility Transfers from County to City. Future maintenance responsibility transfers from the County to the City related to road right-of-ways and their associated drainage facilities shall require an agreement between the City and the County. Until this Agreement is modified pursuant to Article IV below, the County agrees to continue to maintain, regardless of any adjacent annexations, the particular roadways or segments thereof, and associated drainage facilities within the JPA as depicted or listed within Exhibit 'C'.

ARTICLE IV - GENERAL PROVISIONS

1. Disclaimer of Third Party Beneficiaries. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal named party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon or give any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereto; and all of the provisions,

representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective and express representatives, successors and assigns.

2. Re-negotiation. The County or City may call for re-negotiation of this Agreement by written notice to the other party at any time. Upon such written notice, for a period of 90 days thereafter, the City and the County shall attempt to renegotiate this Agreement in good faith. During that 90 day period, where either party, in its sole discretion and in good faith, determines that such renegotiations have reached an impasse, it may invoke the conflict resolution procedures set forth in Chapter 164, Florida Statutes, as provided for by the East Central Florida Regional Planning Council. If no Agreement is negotiated during the 90 day period or during the conflict resolution process, the terms of this Agreement shall continue to govern and remain in full force and effect. Should the City or the County seek judicial review of law or in equity of this Agreement, or to enforce this Agreement, the City and the County recognize that venue will be properly located in Brevard County, Florida, for any action regarding this Agreement. The failure of any party to this Agreement to enforce any provision contained herein shall in no event be deemed a waiver of its rights to thereafter enforce this Agreement. Utilization of one remedy to enforce this Agreement shall not be deemed the only method by which to enforce the provisions of this agreement.

3. Severability. In the event that any section, subsection, sentence, clause, or word of this Agreement shall be held by a court of competent jurisdiction to be partially or wholly invalid or unenforceable for any reason whatsoever, any such invalidity, illegality, or unenforceability shall not affect any of the other remaining Articles, sections, subsection, sentences, clauses or words of this Agreement, and this Agreement shall be read and/or applied as if the invalid, illegal, or unenforceable section, sub-section, sentence, clause, or word did not exist.

4. Effective Date. Prior to this Agreement becoming effective, it shall be approved and executed by both parties hereto, and pursuant to Section 163.01 (11), Florida Statutes, this Agreement shall become effective immediately after filing of this Agreement with the Clerk of

the Circuit Court of Brevard County, Florida. This Agreement shall be recorded in the Public Records of Brevard County, Florida, and the cost thereof, if any, shall be shared equally by both governing bodies.

5. Termination and Amendment.

a. Termination.

1. This Interlocal Agreement shall terminate automatically after five (5) years from the date of final adoption unless it is renewed, for an additional 5 year period, in writing, more than 30 calendar days prior to the expiration date mentioned herein.

2. Either party may terminate the Agreement by delivering written notice to the other party of its intent to terminate this Agreement at least sixty (60) days prior to the intended date of termination, provided that if the governing body of either the city or county elect to request a joint meeting with the other governing body on the issue as to whether the agreement should be terminated or amended in lieu of termination, such sixty (60) day period shall not begin to run until a joint meeting between the governing bodies is convened and concluded. Thereupon, a written notice of termination shall be executed by both parties to this Agreement, filed with the Clerk of Circuit Court, and recorded in the Public Records of Brevard County, Florida.

b. Amendment. This Agreement may be amended at any time provided that at least a numerical majority of the total membership of both City and County governing bodies authorize said amendment.

c. Amendment or Termination of Agreement to be in Writing.

Except as provided for herein, no amendment or termination of this Agreement shall be binding on either party unless a written instrument terminating or amending this Agreement is executed by the County Commission Chairman and the Mayor of the City after being duly authorized to do so by their respective governing bodies, and such termination or amendment shall not be effective until after it has been filed with the Clerk of the Circuit Court of Brevard County, Florida. Except as set forth herein, all instruments amending or terminating this Agreement shall be recorded in the Public Records of Brevard County, Florida, and the cost of recordation, if any, shall be shared by both parties.

6. Notice; Proper Form. Any notice required or allowed to be delivered hereunder to either the City or the County by the other shall be in writing and shall be deemed to be delivered when: (a) hand delivered to the official designate hereunder with receipt acknowledged in writing, or (b) upon receipt of such notice when deposited in the United States Mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the party at the address set forth opposite the party's name below, or at such other address as the party shall have specified by written notice to the other party delivered in accordance herewith. Copies need not, but are encouraged to be sent pursuant to the above referenced provisions. Mere delivery of copies shall not be determined to be a compliance with the requirements hereof:

COUNTY:	If by mail or hand delivery: County Manager or Designee Brevard County Government Center 2725 Judge Fran Jamieson Way Viera, FL 32940	CITY:	If by mail or hand delivery; City Manager or Designee City of Palm Bay 120 Malabar Road SE Palm Bay, Florida 32907
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7. Rules of Construction. As used in this Agreement, the plural includes the singular, and the singular includes the plural. Use of one gender includes all genders. Subtitles or catchlines for Articles, Sections, and Subsections herein are used for each in reading this Agreement, and the subtitles or catchlines do not form a substantive part of this Agreement. This Agreement shall be liberally interpreted to achieve its goals and purposes.

IN WITNESS WHEREOF, the Chairman of the Board of County Commissioners of Brevard County, Florida, and the Mayor of the City of Palm Bay, each being authorized by their respective Governing Body, have set their hands and seals on the date set forth below.

DONE, ORDERED AND ADOPTED, in regular session this ____ day of _____ 2015.

Attest: **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**

Scott Ellis, Clerk

(SEAL)

Robin Fisher, Chairman

As approved by the Board on _____, 2015.

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by _____, who is personally known to me, as Chairman of the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida.

NOTARY PUBLIC

State of Florida at Large

My Commission Expires:

ATTEST:

CITY OF PALM BAY, FLORIDA
A Florida Municipal Corporation

Terese M. Jones, City Clerk

(SEAL)

William Capote, Mayor

As approved by City Council on _____ 2015.

STATE OF FLORIDA

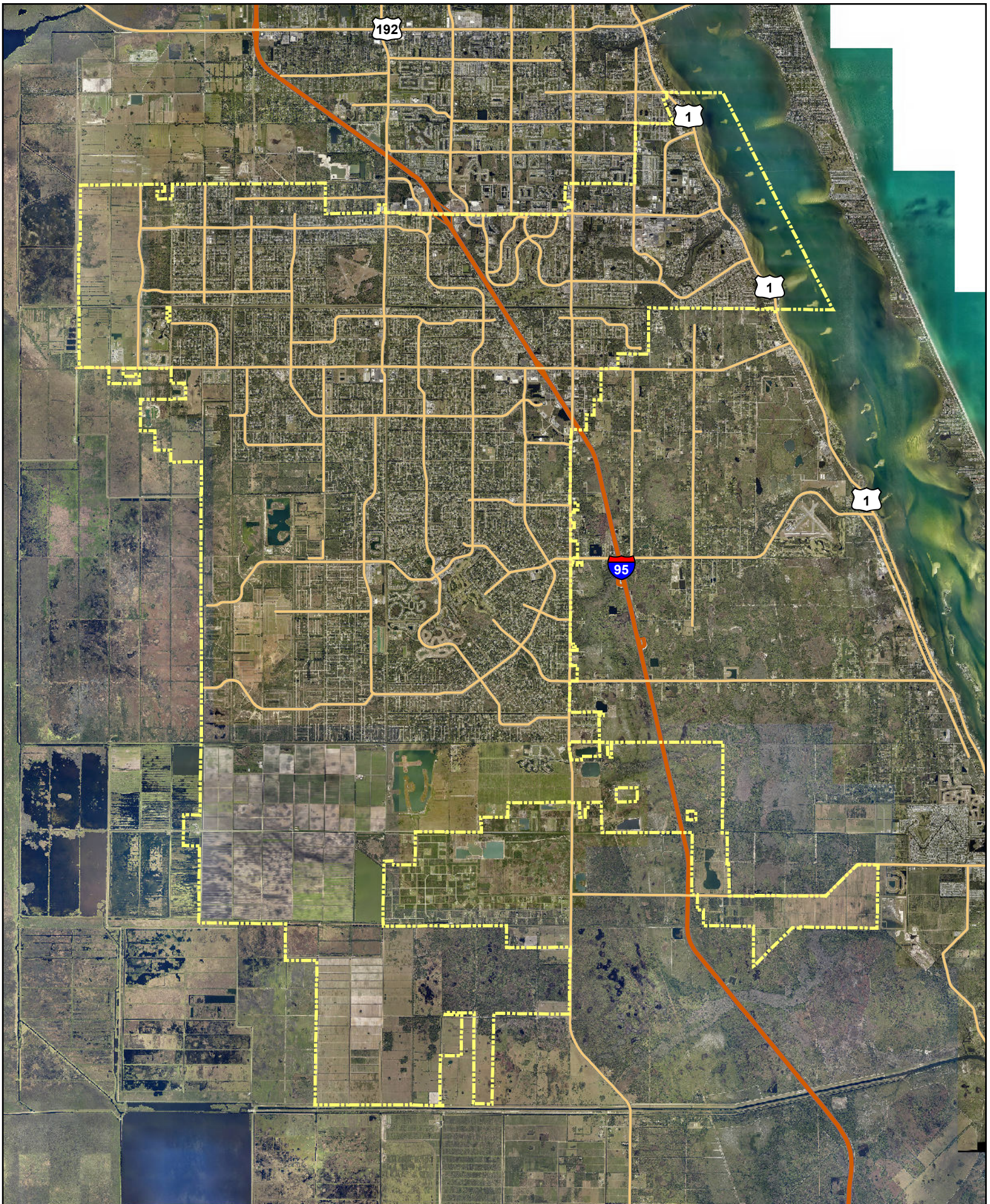
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by, William Capote, who is personally known to me as Mayor of the CITY OF PALM BAY, a Florida Municipal Corporation, on behalf of the municipal corporation.

NOTARY PUBLIC

State of Florida at Large

My Commission Expires:



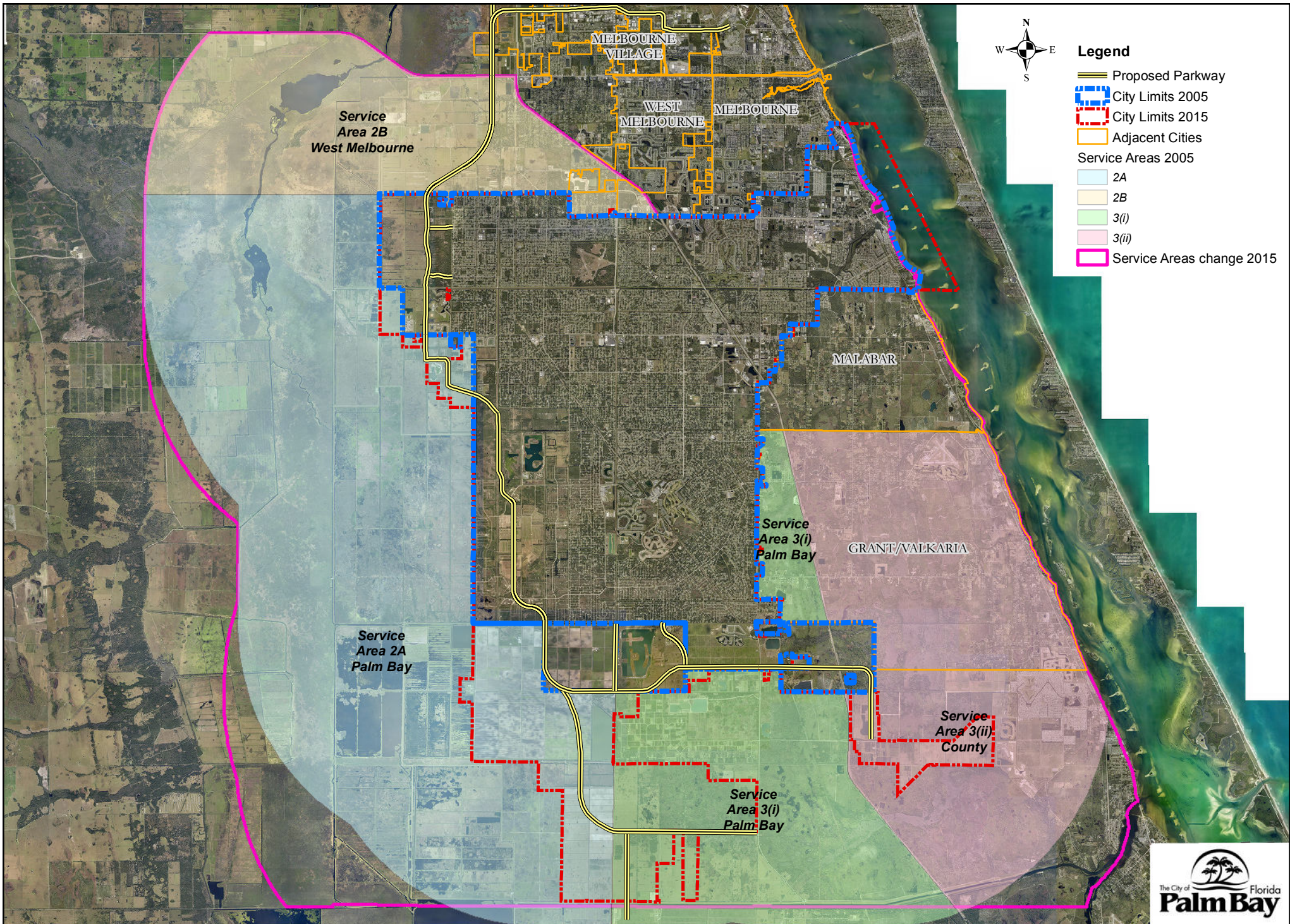


Exhibit B: Water And Sewer Service Areas

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EXHIBIT 'C'

Joint Planning Inter-local Agreement

City of Palm Bay, FL and Brevard County, FL

County-Maintained Roads and Road Segments

Will be accepted by segments within 6 months after four-laning is complete.

Babcock Boulevard - from Malabar Road south to FDOT maintained northern approach of FDOT I-95 flyover

Babcock Boulevard - from FDOT maintained southern approach of FDOT I-95 flyover south to Delta Street.

Babcock Boulevard - from Delta Street south to 1,320 lineal feet south of St. Johns Heritage Parkway



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Gregg Lynk, City Manager

DATE: December 1, 2015

RE: Disposal of Capital Surplus Property (Vehicle #5184)

On August 21, 2015, vehicle #5184, a 2004 Chevrolet Suburban was involved in a rear-end collision. This vehicle was not declared a total loss by our insurer because the estimated cost to repair (\$4,898.07) did not exceed book value. As this vehicle is already past due for replacement, repair is not recommended. Combining insurance proceeds of \$4,398.07 (repair estimate less \$500.00 deductible) with estimate auction proceeds of \$2,500.00 (value of vehicle in un-repaired condition) will place the city in a more favorable cash position vs. repairing the vehicle and replacing in the short-term.

Staff recommends that Council authorize disposal of this vehicle and replacement utilizing the Florida Sheriff's Association Bid #15-23-0904. The Fire Rescue Suburban will be replaced with a Chevrolet 2500HD 4x4 ¾ ton pickup truck with a purchase price of \$31,108.00.

REQUESTING DEPARTMENTS:

Fleet Services/Public Works Department, Risk Management/City Attorney's Office, Fire Rescue Department, Purchasing Division, Finance Department.

FISCAL IMPACT:

Proceeds from insurance were deposited into the Risk Fund in September 2015. On the first Budget Amendment for FY16, the proceeds of \$4,398.07 will be transferred to the Fleet Fund. Since the Fleet Fund is currently carrying a negative balance, the remainder of the amount needed to procure and outfit the vehicle will be transferred from the General Fund. The total cost to procure and outfit this vehicle with emergency lights/siren, etc. is estimated to not exceed \$37,500.00.

RECOMMENDATION:

Motion to approve the disposal of the capital surplus property and procurement of a replacement vehicle utilizing Florida Sheriff's Contract 15-23-904 from Alan Jay Chevrolet of Sebring, FL.

Attachments: 1) Alan Jay Quote FSA Spec 56
2) FSA Spec 56

BW/ab



FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

3/4 TON 4-DOOR CREW CAB PICKUP TRUCK - 4X4 SPECIFICATION #56

2016 Ford F-250 SD (W2B)

The Ford F-250 SD (W2B) purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	\$25,520.00	\$25,520.00	\$25,468.00	\$25,833.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

VEHICLE:	F-250 SD (W2B)			
DEALER:	Duval Ford	Duval Ford	Alan Jay Ford	Duval Ford
ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$25,520.00	\$25,520.00	\$25,468.00	\$25,833.00

		Western & Northern & Southern	Central
Order Code	Delete Options		
66D ¹ 66D ²	Cargo box and rear bumper <i>Included with optional bodies. PICKUP BOX DELETE Availability: Optional XL and XL T : F-250, Crew Cab 172" WB (8 ft. box) Usage: Incomplete vehicle package – req. further manufacture and certification by a final stage manufacturer. In addition, Ford urges manufacturers to follow the recommendations of the Ford Incomplete Vehicle Manual and the Ford Truck Body Builder's Layout Book (and applicable supplements). NA with: 20" Wheels and Tires, FX4 Off-Road Package (17X), Trailer Tow Package – High Capacity (535) Includes: 17.5K Trailer Hitch Receiver (see Trailer Tow guide for rating) Deletes: Pickup Box and Tie-down hooks, Tail gate, Bodyside moldings, Rear bumper, Spare wheel, tire, carrier and jack, 7/4 Pin Connector, Center High-mounted Stop Lamp (CHMSL) (59H) (only on vehicles over 10,000 lbs. Gross Vehicle Weight Rating) Options Available: Center High-mounted Stop Lamp (59H) (only on vehicles over 10klbs gvwr)¹ Incomplete vehicle package Deletes: Pickup Box and Tie-down hooks, Tailgate, Bodyside moldings, Rear bumper, Spare wheel, tire, carrier and jack, 7/4 Pin Connector, Center High-Mounted Stop Lamp (CHMSL) (59H) (only on vehicles over 10,000 lbs. Gross Vehicle Weight Rating) – req. further manufacture and certification by a final stage manufacturer. In addition, Ford urges manufacturers to follow the recommendations of the Ford Incomplete Vehicle Manual and the Ford Truck Body Builder's Layout Book (and applicable supplements). [SUBTRACT \$294 from credit to include full size spare and tire carrier] -or- (Dealer remove pickup bed, leaves CHMSL, rear bumper, spare tire, and spare tire carrier \$400 credit)²</i>	\$200.00 ¹	\$454.00 ²
BOX ¹ W2B 156WB ²	6' cargo box in lieu of 8' <i>Includes model downgrade to W2A.156, includes 156 inch wheelbase and 6.5 Pick Up Box. Must specify on purchase order...NA with bodies. NA with 66d¹</i>	NC ¹	NC ²
58Y ¹ 58Y ²	AM/FM stereo radio <i>NA with XLT model upgrade¹</i>	\$30.00 ¹	NC ²
M57 ¹ 572 ²	Air conditioning <i>IF ORDERING VEHICLES WITHOUT A/C PAYMENT WILL BE REQUIRED UPON ORDER. "NON-REFUNDABLE"²</i>	\$500.00 ¹	\$100.00 ²
51X ¹ 51X ²	Full size spare tire and rim	\$50.00 ¹	\$50.00 ²
DX3E ¹ D-X3E ²	Limited slip differential on 4-wheel drive <i>Deletes Electronic locking differential²</i>	\$100.00 ¹	\$150.00 ²

		Western & Northern & Southern	Central
Order Code	Add Options		

Please refer to the Emergency Vehicle Lighting Specifications for lightbar descriptions and the awarded dealer pricing.

99T ¹ 99T 44W ²	Engine upgrade - specify <i>6.7L 4 Valve OHV Power Stroke® V8 Turbo Diesel B20/ TorqShift® Six-Speed Automatic w/SelectShift® Automatic. Includes 3.31 Electronic locking Axle¹ 6.7L 32 Valve Power Stroke V-8 Diesel w/ 6-SPD Torqueshift Automatic Trans. Includes dual lead acid 750CCA batteries (63T - Engine Idle shut down on diesel \$249) (98R - Operator Commanded Regeneration (OCR) \$249)²</i>	\$8,400.00 ¹	\$8,479.00 ²
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DEALER:	Duval Ford	Duval Ford	Alan Jay Ford	Duval Ford
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98R ¹	Engine upgrade - specify <i>Operator Commanded Regeneration (OCR) (req. 99T 6.7L Power Stroke® Diesel engine) OCR allows customer to start a manual diesel particulate filter (DPF) regeneration with the vehicle at idle, OCR is a very specialized option requiring the customer have full knowledge of proper use and actuation-it's highly recommended the dealer and the customer review the most recent super duty diesel supplement for more information, OCR is not recommended for general customer use, includes a \$250msrp and is intended for unique applications where the vehicle is rarely, if at all, driven above 15-20mph and/or experiences extended idle periods-Vocations where the above can occur are oil refining, underground mining, line repair and tree trimming - Customers within those vocations may find it beneficial to have the option of a manual dpf regeneration during a work cycle. ¹</i>	\$249.00 ¹	NA
98F ¹	Bi-fuel model - specify <i>CNG/LPG Gaseous Engine Prep Package (avail. on F-250 w/6.2L gas engine only). Includes hardened engine intake valves and valve seats and bi-fuel manifold. ¹</i>	\$314.00 ¹	NA
98F ¹ 98F ²	CNG model - specify <i>CNG/LPG Gaseous Engine Prep Package (avail. on F-250 w/6.2L gas engine only). Includes hardened engine intake valves and valve seats and bi-fuel manifold. ¹</i> <i>CNG/LPG GASEOUS PREP ²</i>	\$314.00 ¹	\$314.00 ²
CNG ¹ 21GGE ²	CNG conversion (discuss with dealer) <i>Requires 98F: Ford F-250 6.2L bifuel/dedicated 15.7 gee system. ¹</i> <i>Bi-Fuel CNG conversion by industry certified Florida vendor. System includes approximately 21GGE tank to be mounted in the bed with diamond plate cover. This system also fits well in the cargo area of a utility body. Contact dealer for alternate configurations and additional information.(REQUIRES 98F) ²</i>	\$13,600.00 ¹	\$13,000.00 ²
LPG ¹	LPG conversion (discuss with dealer) <i>Roush CleanTech underbid configuration, includes dropship, may require extra freight with body options. ¹</i>	\$11,764.00 ¹	NA
DC ¹ DRYCELL ²	Battery, auxiliary HD <i>Auxiliary battery. Included with diesel, dual 78a 750cca at no charge. Option is for dealer installed battery on gas engine or service body applications. ¹</i> <i>800cca dry cell per battery - or - (BATT - additional battery installed in bed or compartment of utility body for accessory power \$589) ²</i>	\$595.00 ¹	\$329.00 ²
GVWR ¹	Increase to 9,900 lbs. GVWR <i>10K GVWR STANDARD IN BASE VEHICLE ¹</i> <i>10,000 GVWR ²</i>	Std ¹	Std ²
52B ¹ 52B ²	Electric brake controller <i>Trailer Brake Controller (TBC; compatible with select electric over hydraulic brakes; 7 & 4-way combo trailer tow socket and bracket deleted w/66D Pickup Box Delete; Std. on DRW). Included in model upgrade package 603a. ¹</i> <i>Req's Tow Pkg (Included with Manf Upgrade pkg) ²</i>	\$269.00 ¹	\$269.00 ²
TRACTION ¹	Traction control <i>ADVANCE TRAC WITH RSC (ROLL STABILITY CONTROL) ¹</i>	Std ¹	Std
W2B.603A ¹ 96P ²	Manufacturer's model upgrade package (specify pkg. bid) <i>W2B Model upgrade includes 603a pkg: Ext Bumper front & rr, chrome Grille-2 bar, chrome, Mirror-man telescope2way fold trail tow w/power/heat glass, heat convex spot mirror,integrate clear lamps /turn sigs, Wheels-F250 18" Cast Alum w/brite hub cover / center ornaments, Windows-rear,fixed privacy glass Int,AC vents blk w/ chrome ring, Audio AM/FM stereo w/SingleCD/MP3 player, 4speakers, Aux audio input jack, Cruise cont steer wheel-mount, Door trim-soft armrest, grab handle, power window/ lock switch, molded upper appliqué & reflect (appliqué and arm rest are accent-color); front map pockets on RegCab, Floor cover-color cordon, full carp Floor mats color coordinated carp, InstrumentCenter-Comp dips,Power Equip Group 1st row fro-seat windows w/one touch up/down, power windows/door locks w/ backlit switches & accsry delay, Front, high series cloth 40/20/40 split bench, sirius sat radio, sync, trailer brake cont, Remote keyless net & Perimeter anti-theft alarm ¹</i> <i>XL Appearance Package Includes: AM/FM Stereo/Single-CD/MP3 Player/Clock w/four (4) speakers, Bright chrome grille surround with black insert, Bright chrome hub(SRW Only), Chrome front / rear step bumper, & Cruise Control -or- (603A - XLT front / rear chrome bumper & Grille, Mirrors manual trailer tow with</i>	\$4,789.00 ¹	\$944.00 ²

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	power/heated glass, integrated clearance lamps/ turn signals. Wheels:F-250/F-350 SRW:18" Cast Aluminum w/Bright Hub Covers/Center Ornaments (4). Fixed privacy glass Interior, Audio:AM/FM/CD/MP3, Cruise control, map pockets, full carpet & mats, Power Equipment Group – 1st row (frontseat) windows w/one-touch up/down, power 2nd row (rear-seat) windows (Crew Cab only), power windows/door locks, cloth 40/20/40 split bench, 20% center under-seat storage. 2nd Row under-seat locking storage, SiriusXM. SYNC® — with 911 Assist® and compass. Trailer Brake Controller Safety/Security Remote keyless entry & Perimeter anti theft alarm \$4965) ²		
1S ¹ 2S ²	Seat trim upgrade - specify Cloth 40/20/40 Split Bench ¹ Steel cloth 40/mini-console/40 front seats with mini console. (ADD \$385 when ordering with XLT upgrade package to include: Steel cloth luxury 40/console/40 front seats 4-way adjustable driver/passenger headrests, and 110V/150watt inverter in console.) ²	\$314.00 ¹	\$614.00 ²
90L ¹ 90L ²	Power windows/door locks POWER EQUIPMENT GROUP (90L) Availability: Optional on XL, Standard on XLT and Lariat Not available with: Air Conditioning Delete (572) Includes: Accessory delay, Manually telescoping two-way fold trailer tow mirrors with power/heated glass, heated convex spotter mirror, integrated, clearance lamps/turn signals (54K) (XL & XLT only), Perimeter Anti-Theft Alarm, Power locks, Power 1st row (front-seat) windows w/one-touch up/down, Power 2nd row (rear-seat) windows (Crew Cab), PowerScope® power telescoping, power fold-away trailer tow mirrors with power/heated glass, heated convex spotter mirror, Remote keyless-entry, Upgraded door trim panel on XL Deletes: Passenger-side lock cylinder. Options Available: PowerScope® power telescoping, power fold-away trailer tow mirrors with power/heated glass, heated convex spotter mirror, integrated clearance lamps/turn signals (54F) (XLT only)) ¹ Includes remote keyless, manual telescoping mirrors w/power heated glass. ²	\$1,104.00 ¹	\$1,104.00 ²
525 ¹ 525 ²	Speed control/tilt steering wheel Tilt is Standard. Speed control included with model upgrade package and 96V xl value package. ¹ Included with manufacturers upgrade package. ²	\$234.00 ¹	\$234.00 ²
2S ¹ 2S ²	Bucket seats in lieu of bench seat Cloth High Back Bucket; Use \$894 with XLT package upgrade and Requires Shift On the Fly (213) on XLT package upgrade ¹ Steel cloth 40/mini-console/40 front seats with mini console. -or- (Dealer Installed Leather Trim \$1297) ²	\$614.00 ¹	\$614.00 ²
AS ¹ AS ²	40/20/40 seat in vinyl	Std ¹	Std ²
1S ¹ 1S ²	40/20/40 seat in cloth Cloth 40/20/40 Split Bench ¹ Cloth 40 / 20 / 40 split bench w/ center armrest, cupholder, and storage. ²	\$314.00 ¹	\$314.00 ²
CARPET ¹	Carpet in lieu of rubber floor covering Requires model upgrade. Color-coordinated carpet and carpeted floor mats (includes rear mats on SuperCab & Crew Cab) (deleted when all-weather floor mats are ordered) ¹ Included and only available with manufacturers upgrade package. - or - (166 - Delete carpet floor on XLT model upgrade, to provide vinly floor surfaces \$0, NO CHARGE) ²	NC ¹	NA ²
16S ¹	Floor mats Floor Mats, All-Weather (NA w/166 Carpet Delete) (Deletes Carpeted Mats). Factory All-Weather floor mats require model upgrade 603a. Base model All-Weather floor mats will be dealer installed non factory mats. ¹ Included and only available with manufacturers upgrade package. (WTF - Dealer installed HD molded floor liner system \$349 (REQUIRES OPTION CODE 213-SHIFT ON THE FLY), includes freight and installation) ²	\$74.00 ¹	NA ²
TINT ¹	Deep tinted glass (924) Rear privacy glass included with model upgrade and (433) option. Option is for dealer installed privacy tint. ¹ Included and only available with sliding rear window option.(DTF - Dealer Deep Tint Film \$279 (Add \$49 for windshield strip) ²	\$365.00 ¹	NA ²

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433 ¹ 433 ²	Sliding rear window <i>Manual Sliding w/Privacy Glass (924)¹</i> <i>Includes Privacy Glass on rear window only²</i>	\$124.00 ¹	\$124.00 ²
585 ¹ 585 ²	AM/FM radio with single CD <i>Premium Electronic AM/FM Stereo with Single-CD/MP3 Player, Digital Clock and four (4) Speakers (includes auxiliary audio input jack on XL) Standard with model upgrade.¹</i> <i>Includes MP3 Player and AUX audio input²</i>	\$274.00 ¹	\$274.00 ²
	On-Star <i>(91M 62D - Ford Hands free phone option: SYNC® – Voice-Activated Communications and Entertainment System w/911 Assist® (includes USB port, AppLink™ and compass: req. 585 AM/FM/CD. or 96P XL Appearance Pkg. on XL \$364)²</i>	NA	NA ²
39S ¹	Satellite radio <i>Requires model 603A upgrade package and must be specified.¹</i> <i>Included and only available with manufactures upgrade package²</i>	NC ¹	NA ²
3K ¹ 3K ²	Additional Key(s) or Key Fob(s) when applicable <i>Use \$275 for programmed remote fob. Simple key included in RFC.¹</i> <i>Dealer provided third key. (3KR - Dealer provided third key and remote when ordering with power equipment group \$373)²</i>	\$176.00 ¹	\$140.00 ²
	Side air bags	Std	Std
18B ¹ 18B ²	Cab steps <i>6" Angular Black Molded-In-Color Running Board¹</i>	\$369.00 ¹	\$369.00 ²
LSL ¹ L-SPOT ²	Left-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed <i>For Go-Light remote operated spot light add \$700 includes bed mounted pole in lieu of roof mount.¹</i> <i>(DOOR MOUNT) Add \$175 for LED light²</i>	\$495.00 ¹	\$480.00 ²
2SL ¹ LR-SPOT ²	Left & right-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed <i>For Go-Light remote operated spot light add \$700 includes bed mounted Pole in lieu of roof mount.¹</i> <i>(DOOR MOUNT) Add \$350.00 for LED lights²</i>	\$800.00 ¹	\$900.00 ²
VV ¹ RS ²	Vent visors - stick-on style <i>Four Door Rain Shields. (\$145 for front door glass only)²</i>	\$160.00 ¹	\$189.00 ²
RS ¹ RSF ²	Rainshields - flange style <i>Four Door Rain Shields. **Not available with power window group** (\$145 for front door glass only)²</i>	\$160.00 ¹	\$189.00 ²
BS ¹ BS ²	Bug shield <i>Dealer installed Bug Shield hood protector²</i>	\$195.00 ¹	\$197.00 ²
	Trailer tow mirrors <i>For power telescopic 54F use \$164. Requires model upgrade package 603a. (54K) power glass included with 90L¹</i>	Std ¹	Std
WGG ¹ WGG ²	Wrap-around grille guard <i>Warn brand or equal¹</i> <i>Add \$300.00 for winch mount plate²</i>	\$1,296.00 ¹	\$995.00 ²
TBX ¹ ATB ²	Heavy duty aluminum tool box <i>AA brand, single lid locking with 2 keys¹</i> <i>Dealer Provided HD Aluminum Diamond Plate Tool Box 14" Depth. (18" Depth \$469) AND (ADD \$50 to 14" or 18" for low profile tool box.)²</i>	\$395.00 ¹	\$429.00 ²

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85L ¹ 85L ²	Bedliner <i>Plastic drop in liner. NA with 66D ¹</i> <i>Plastic drop in bed liner. (Dealer provided plastic drop in bed liner \$325) ²</i>		\$349.00 ¹	\$349.00 ²
85S ¹ 85S ²	Spray-on bedliner for pick-up truck (Rhino, Line-X or approved equivalent) <i>Factory supplied light duty spray liner. NA with 66D. For HD liner at increased thickness us \$565 ¹</i> <i>Factory THIN spray-on-bed liner w/ plastic tailgate cover. (SOB - Dealer provided HD Spray-on-Bedliner \$579.00) ²</i>		\$494.00 ¹	\$494.00 ²
41P ¹ 41P ²	Skid plates <i>Skid Plates – Transfer Case and Fuel Tank (4x4 only) ¹</i>		\$99.00 ¹	\$99.00 ²
213 ¹ 213 ²	Shift on the fly <i>Electronic Shift-On-the-Fly (ESOF) – 4X4 (manual-locking hubs & auto rotary control on I/P; required w/Flow-through Console) ¹</i>		\$184.00 ¹	\$184.00 ²
TCD ¹ TBM ²	All terrain tread tires <i>4 LT265/70Rx17EOWL A/T includes black side wall spare ¹</i> <i>LT245/75RX17E BSW All Terrain. -or- (TCD - LT 265/70R17E OWL All Terrain tires \$454) ²</i>		\$454.00 ¹	\$164.00 ²
N2 ¹ N2 HD ²	Nitrogen filled tires including spare tire		\$196.00 ¹	\$209.00 ²
SPACEKAP ¹ LEER DCC ²	Steel truck cap <i>8' Compak (Transferable Service Body). Body can be placed in any 8' truck bed. Easily transferable. Also available for 6' truck bed. Add Contractor Bin Pkg for \$1,600. Add Service Pkg for \$3000. ¹</i> <i>Leer Deluxe Aluminum Commercial Topper (WHITE), 23" High, Front Picture Window, Full Length Side Doors with Driver and Passenger Side Tool Boxes including 1 Vertical and 1 Horizontal Divider, Rear lift Up Door with Picture Window, Ladder Rack, 20" 12v LED Interior Light Bar (Upgrade to Fiberglass 100RCC Commercial Topper Painted to Match \$500) (Upgrade to Double Swing Barn Doors w/ vertical glass on Rear in lieu of std lift up door \$379 **aluminum tops only**) ²</i>		\$8,800.00 ¹	\$3,279.00 ²
	Tow hooks		Std	Std
LG12 ¹ LG13 ²	1,200 lb. lift gate <i>For pickup bed or service body application. Tommy gate brand supplied with Knapheide options and Theiman model combined with Reading body options. ¹</i> <i>Tommy Gate G2-1300 LB. ²</i>		\$2,950.00 ¹	\$3,244.00 ²
8KW ¹ 8KW ²	8,000 lb. winch with remote <i>Requires WGG, Warn Brand winch ¹</i> <i>Requires Wrap around grill w/winch plate ²</i>		\$1,200.00 ¹	\$1,195.00 ²
TOWPKG ¹ CLVWC ²	Trailer towing package, to include heavy duty flashers, wiring for trailer plug (7 prong round), and class IV frame mounted trailer hitch with 2" square removable receiver, 1" shank with 2" ball. Does not include trailer tow mirrors. May be dealer installed. <i>Includes all manufacturer's standard towing components; exceeds spec. Upgrades to complete package with 2.5" receiver with sleeve and hardware (solid HD shank and solid Pin&Clip). For pintle ball combination add \$245. Tow mirrors are standard equipment. Recommend Locking differential and factory electric brake controller integrated into dash. Specify if 6 way or custom plug (wiring) to be added. ¹</i> <i>Replaces Factory, provides HD Class V Titan 2.5" Receiver, 7 Pin Wire Harness, Solid Steel Shank Draw Bar, 2 & 5/16" Ball, pin & Clip. (Applicable with all body options) - or - (53W 15J - Factory gooseneck hitch kit, pre-installed \$619) - or - (53W 15L - Factory 18k 5th wheel hitch kit, pre-installed \$1664) ²</i>		\$865.00 ¹	\$670.00 ²
SBS ¹ USOB ²	Spray-on bedliner for utility body <i>For rear bumper add \$100. For Drop down doors both sides add \$175. HD LINEX Brand. ¹</i> <i>HD spray on bed liner for cargo area of utility body only, ADD \$279 for box tops. ²</i>		\$785.00 ¹	\$747.00 ²

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98ASW ¹ WS298SW ²	Knapheide, Reading or approved equivalent utility body - specify <i>Reading Classic II: See (31b) Reading ship through. Flip top lids add \$900. A60 coasting weight pressed steel diamond plate floor and tailgate inner panel, slam action tail gate, pooched bumper, HD compartment 18g a doors, rectangular rear lighting. Includes 66D bed credit.</i> ¹ <i>Warner Select II Service Body 8' SRW Painted White (includes box and bumper credit) Body Upgrades-- Add \$875 for Flip Top Lids, \$815 for LED compartment lighting. ** Includes complete vehicle certification from final stage manufacturer **</i> ²	\$5,800.00 ¹	\$5,331.00 ²
696J ¹ K696J ²	Manufacturer's standard service unibody, 14 gauge construction - specify. May be dealer installed. (NOTE: If you are ordering a service body, we are advising you to contact your awarded vendor.) <i>Knapheide Brand service body. See (31v) Knapheide ship through. Fliptop lids add \$800, master locks add \$500, cabinet lights \$500, power locks \$850. NA with PC. Rugged 14gauge two-sided A-40 galvanized steel body shell with a six year warranty. Complete undercoating provides an additional layer of corrosion protection. Double panel door construction combined with stainless steel rotary latches. Includes 66D bed credit!</i> ¹ <i>Knapheide SRW Painted Utility Body, (includes box and bumper credit) Body Upgrades-- Add \$831 for Flip Top Lids, \$314 for T-Handles, \$588 for lights inside compartments, \$404 for Master Locking System, \$159 for pair of Knaplock padlocks keyed to Ford factory ignition key ** Includes complete vehicle certification from final stage manufacturer **</i> ²	\$5,400.00 ¹	\$5,215.00 ²
SUL98ASW ¹ U98ASW SL ²	Manufacturer's standard service modular body, 18 gauge construction - specify. May be dealer installed. (NOTE: If you are ordering a service body, we are advising you to contact your awarded vendor.) <i>Reading sl series with complete stainless steel rotary locks with paddle handles or stainless steel 3point t-handle locks exclusive dual-pro door seal system stainless steel bolt-on block hinges seamless wheelhouse panel incandescent stop, tail, turn and clearance lightslam action tailgate with diamond pattern facer, and stainless steel knee brace hardware. See (31b) Reading ship through. flip top lids add \$900. Includes 66d bed credit.</i> ¹ <i>Reading Standard Line Factory Powder Coated White (includes box and bumper credit) Body Upgrades -- Add \$913 for Flip Top Option, \$674 Lighted Compartments, \$893 for Master Locking System. ** Includes complete vehicle certification from final stage manufacturer **</i> ²	\$5,117.00 ¹	\$5,615.00 ²
PC ¹ DA98 ²	Powder coating for utility body <i>Included on SUL98ASW series in red or white. Reading brand only</i> ¹ <i>Reading Classic II dealer advantage factory Pwdr Coated White -- Add \$897 for Flip Top Lids, \$674 for lighted compartments, \$828 Master Locking System -or- (DA98 Aluminum - Classis II dealer advantage ALUMINUM utility body ***45% weight savings*** \$7286 -- ADD \$1352 for Flip Top Lids, \$674 for lighted compartments, \$1131 for Latchmatic remote locking system. ** Includes complete vehicle certification from final stage manufacturer **</i> ²	\$550.00 ¹	\$6,685.00 ²
FTC ¹ FTC ²	Fiberglass tonneau cover (painted to match) <i>ARE brand or equal. For Roll n Lock, or RETRAX bed cover option use \$1396</i> ¹ <i>(Add \$1338 for Bed Slider with Rubber Mat and 4" Sides) -or- (Roll~N~Lock cover ADD \$297 in lieu of fiberglass tonneau)</i> ²	\$1,496.00 ¹	\$1,495.00 ²
FCHT ¹ FCH ²	Fiberglass cab high toppler with front, side and rear windows (painted to match) <i>ARE, Century brand or equal. For flip windows add \$425</i> ¹ <i>Add \$375 for side access windows in lieu of fixed</i> ²	\$1,795.00 ¹	\$1,695.00 ²
942 ¹ 942 ²	Daytime running lights	\$44.00 ¹	\$44.00 ²
	Immobilize daytime running lights <i>Don't order 942</i> ²	Std	NC ²
CS ¹ HAR ²	Cab shield headache rack (protects back of cab) <i>Expanded metal cab shield (add \$300 for strobe beacons mounted on each side of cab shield)</i> ¹	\$545.00 ¹	\$497.00 ²

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PRPU ¹ PRT ²	Pipe rack w/expanded metal basket over cab (for pickup bed) (1200ATR - Weather Guard aluminum material rack with cross members \$1479 **does not include expanded metal basket over cab**) ²	\$1,796.00 ¹	\$1,790.00 ²
PRSB ¹ PRU ²	Pipe rack w/expended metal basket over cab (for utility body)	\$1,796.00 ¹	\$1,790.00 ²
SLR ¹ SSMLR ²	Single ladder rack side mounted (specify street or curbside) Single Side Mtd Ladder Rack ²	\$796.00 ¹	\$738.00 ²
153 ¹ 153 ²	Front license bracket (Factory ordered only, dealer provided \$79) ²	NC ¹	NC ²
76C ¹ 76C ²	Backup alarm, factory installed	\$124.00 ¹	\$124.00 ²
BUA ¹ BUA ²	Backup alarm, dealer installed Dealer installed 90db back up alarm. ²	\$130.00 ¹	\$179.00 ²
76V ¹ 76V ²	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - factory installed Rear View Camera (Electrochromic Mirror w/video display on XL/XLT; Lariat Rear View Camera display in 8" touch-screen in center stack; XLT req. 96I XLT Interior Pkg., 17V XLT Value Pkg. or 17P XLT Premium Pkg.; NA w/66D Pick Up Box Delete or 557 Airbag Delete) ¹	\$539.00 ¹	\$539.00 ²
BUC ¹ BUC ²	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - dealer installed	\$695.00 ¹	\$679.00 ²
31V.31B ¹ FUEL TOOL ²	Optional equipment - specify Second Stage Manufacturer ship through for Reading (31b) at \$543 and Knapheide (31v) at \$260. Includes certification, second stage MSO, and weight slip when combined with body options contained in specification. For all other factory registered Ship thru destination codes please contact dealer. ¹ Fuel & Tool Box Combo includes: L Shape Fuel Tank, Tool Box, Electric transfer pump, Hose, Nozzle, and flow meter - (ADD SAFE-T - Fire Extinguisher, First Aid Kit, Road Triangles \$299) ²	\$543.00 ¹	\$1,887.00 ²
SAFET ¹ RSL ²	Optional equipment - specify SAFETY PACKAGE: Fire extinguisher, first aid and road LED KIT, other items to consider: gas air compressor 30 gallon 20cfm (\$3660). TOPBOX Side Toolbox 96" (\$749) top side pu contractor box with drawers (6: (\$896), INVERTER 1500 WATT (\$566), 2000 (\$696), 3000 (\$1626), 5000 with aux battery (\$1810). CONEHOLDER: (\$115) VANAIR Generator 5K compressor combo (\$5700) DUMP for 56ca with tarp (\$5900) VMAC: 70cfm under hood compressor (\$10995). ¹ Roadside lighting package Includes: Four corner hide away LED kit, 8 LED traffic advisor mounted in rear window glass, (AMBER/CLEAR) Grille lights, wired to factory upfitter switches or 6-switch controller. -or- (ALB-TA - Amber LED Light Bar with Front Takedowns, Side Alley lights, and Rear Arrow Stick Traffic Advisor. - ADD - (GL - Go Light with Dash Mounted Remote for \$628) - ADD - (806-1210-UB - 1000 watt pure sine wave inverter installed in curbside FRONT compartment of utility body. \$798) ²	\$595.00 ¹	\$1,729.00 ²
87T ¹ JOTTO ²	Optional equipment - specify Ford Telematics Powered by Telogis® (87T) Availability: Optional on XL, XLT, Lariat, Platinum and King Ranch® Includes: Onboard device that tracks vehicle location, speed and idle time w/optional vehicle diagnostics and maintenance reports, One (1) year service subscription of Ford Telematics Powered by T elogis® ¹ Jotto Computer Mount Stand (806-1206 - 600w pure sine wave inverter installed in between driver/passenger front seats \$429.) ²	\$799.00 ¹	\$485.00 ²
RPO ¹ 3200 C ²	Optional equipment - specify Any factory option not listed within specification is eligible for the discount amount indicated as a credit per item off the manufacturer's current MSRP schedule per fleet.ford.com ¹ Stellar EC 3200 11,500 ft-lb E/H crane (Requires Knapheide Std Utility Body). - or - (Liberator LIB 3200 10,000 ft-lb E/H crane \$16,721 (Requires Warner Body).) *** Both Cranes Include: Crane Reinforcements, Spring Build up, Manual Outriggers & Boom Rest *** ²	(\$1.00) ¹	\$15,099.00 ²

VEHICLE:	F-250 SD (W2B)			
DEALER:	Duval Ford	Duval Ford	Alan Jay Ford	Duval Ford
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	\$25,520.00	\$25,520.00	\$25,468.00	\$25,833.00

RFC ¹ 3BLS ²	Optional equipment - specify <i>Regional freight charge per vehicle for alternative zone purchasing per section 3.54 paragraph A, item 1b. Per terms and specifications 1.14, pre-delivery service inspection and all delivery requirements, plus additional fleet simple key included. Not applicable when agency is domiciled in same zone as the base award. Amount is calculated via statistical algorithm utilizing trending market sales data and median variable freight costs within certain statistical mileage data points within the state of Florida. Any dollar volume credit to this unit cost, where applicable, is derived per section 3.55¹</i> <i>3rd Brake Light Safety Pulse (Pulses 3rd Brake Light (4) times upon application of brake pedal to increase driver awareness behind you when stopping)²</i>	\$426.00 ¹	\$229.00 ²
LABOR ¹ LABOR ²	Labor rate per hour <i>Labor rate per hour. Refer to Emergency lighting price submission for schedule. See dealer quote for itemization. Includes professional EVT certified installation, wire loom, connectors, prep kit and consultation¹</i> <i>(Labor Rates Based on Single Vehicle Build)²</i>	\$145.00 ¹	\$105.00 ²
TEMP ¹ TEMP ²	Temporary tag	\$6.00 ¹	\$45.25 ²
TX ¹ TRANS ²	Transfer existing registration (must provide tag number) <i>Per Florida Statute 320.08, A dealer can only charge the purchaser the actual fees authorized by statute for title and registration transfers. These will be the fees charged by the county tax collector's office for transferring title and registrations. Overcharging of these fees without refunding the overcharge is unlawful and could result in disciplinary action against the dealer's license. The dealer is responsible for refunding the overcharged amount to the purchaser. Private tag agency fees cannot be included in the category of title and registration fees: DHSMV Procedure TL-10. [TL-10:http://www3.flhsmv.gov/DMV/Proc/TL/TL-10.PDF]¹</i> <i>Includes temp tag & two way overnight shipping for signature.²</i>	\$85.00 ¹	\$168.85 ²
TAG ¹ TAG ²	New state tag (specify state, county, city, sheriff, etc.) <i>Per Florida Statute 320.08, A dealer can only charge the purchaser the actual fees authorized by statute for title and registration transfers. These will be the fees charged by the county tax collector's office for transferring title and registrations. Overcharging of these fees without refunding the overcharge is unlawful and could result in disciplinary action against the dealer's license. The dealer is responsible for refunding the overcharged amount to the purchaser. Private tag agency fees cannot be included in the category of title and registration fees: DHSMV Procedure TL-10. [TL-10:http://www3.flhsmv.gov/DMV/Proc/TL/TL-10.PDF]¹</i> <i>Includes temp tag & two way overnight shipping for signature.²</i>	\$130.00 ¹	\$220.95 ²
MP575 ¹ BMP345 ²	Maintenance Plan - specify <i>5 Year 75,000 mile Premium Maintenance Plan. 15 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. For GAS Chassis Cab & Cutaway vehicles use \$2230. ADD \$300 FOR Police, Emergency and Fire Use. 5 Year 75,000 mile Premium Diesel Maintenance plan \$3675. 15 Maintenance plan visits at 5000 mile intervals for vehicles with Diesel Engine, zero deductible. For DIESEL Chassis Cab & Cutaway vehicles use \$3525. ADD \$300 FOR Police, Emergency and Fire Use¹</i> <i>3 yr 45,000 mile(5000 mile interval, includes a total of (9) visits) gas engine Maintenance Plan. (ADD \$780 for diesel engine)²</i>	\$1,860.00 ¹	\$580.00 ²
MP675 ¹ BMP575 ²	Maintenance Plan - specify <i>6 Year 75,000 mile Premium Maintenance Plan. 15 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. For GAS Chassis Cab & Cutaway vehicles use \$2280. ADD \$300 FOR Police, Emergency and Fire Use. 6 Year 75,000 mile Premium Diesel Maintenance Plan, \$3715. 15 Maintenance plan visits at 5000 mile intervals for vehicles with Diesel Engine, zero deductible. For DIESEL Chassis Cab & Cutaway vehicles use \$3580. ADD \$300 FOR Police, Emergency and Fire Use¹</i> <i>5 yr 75,000 mile(5000 mile interval, includes a total of (15) visits) gas engine Maintenance Plan.(ADD \$990 for diesel engine)²</i>	\$1,905.00 ¹	\$910.00 ²
MP610 ¹ BMP6100 ²	Maintenance Plan - specify <i>6 Year 100,000 mile Premium Maintenance Plan. 20 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. For GAS Chassis Cab & Cutaway vehicles use \$2845. ADD \$500 FOR Police, Emergency and Fire Use. 6 Year 100,000 mile Premium Diesel Maintenance Plan \$4320. 20 Maintenance plan visits at 5000 mile intervals for vehicles with Diesel Engine, zero deductible. For DIESEL Chassis Cab & Cutaway vehicles use \$4515. ADD \$500 FOR Police, Emergency and Fire Use¹</i> <i>6 yr 100,000 mile(5000 mile interval, includes a total of (20) visits) gas engine Maintenance Plan.(ADD \$1210</i>	\$2,400.00 ¹	\$1,140.00 ²

VEHICLE:	F-250 SD (W2B)			
DEALER:	Duval Ford	Duval Ford	Alan Jay Ford	Duval Ford
ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$25,520.00	\$25,520.00	\$25,468.00	\$25,833.00

	for diesel engine) ²		
GB575 ¹ EC575 ²	<p>Warranty - specify</p> <p>5 Yr 75,000 mile zero deductible BASECare plan. 5 Yr 100,000 mile zero deductible use \$2805. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail ESP April 2015 Pricing Guide. 5 year, 75,000 mile Chassis GAS BaseCare ESP at zero deductible use \$2640. 5 year, 100,000 mile Chassis BaseCare ESP at zero deductible use \$3225. Add \$755 w/ 66D for Emergency (Fire, Amb, Police), Shuttle, or TowTruck, \$605 with Pickup¹</p> <p>Extra Care 5 yr 75k mile extended warranty (\$0 Ded)(ADD \$555 for fire/emergency use). ²</p>	\$1,990.00 ¹	\$2,350.00 ²
GE575 ¹ PC575 ²	<p>Warranty - specify</p> <p>5 Yr 75,000 mile zero deductible EXTRACare plan. 5 Yr 100,000 mile zero deductible use \$3295. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail ESP April 2015 Pricing Guide. 5 year, 75,000 mile Chassis GAS ExtraCare ESP at zero deductible use \$2945. 5 year, 100,000 mile Chassis ExtraCare ESP at zero deductible use \$3655. Add \$755 w/ 66d for Emergency (Fire, Amb, Police), Shuttle, or TowTruck \$555 with Pickup¹</p> <p>Premium Care 5 yr 75k mile extended warranty (\$0 Ded)(ADD \$555 for fire/emergency use). ²</p>	\$2,350.00 ¹	\$3,240.00 ²
GP575 ¹ PC6100 ²	<p>Warranty - specify</p> <p>5 Yr 75,000 mile zero deductible PREMIUMCare plan. 5 Yr 100,000 mile zero deductible use \$3870. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail ESP April 2015 Pricing Guide. 5 year, 75,000 mile Chassis GAS PremiumCare ESP at zero deductible use \$3415. 5 year, 100,000 mile Chassis PremiumCare ESP at zero deductible use \$4235. Add \$755 w/ 66d for Emergency (Fire, Amb, Police), Shuttle, or TowTruck \$505 with pickup¹</p> <p>Premium Care 6 yr 100k mile extended warranty (\$0 Ded)(ADD \$555 for fire/emergency use). ²</p>	\$3,240.00 ¹	\$4,015.00 ²
GB575 ¹ EC575 ²	<p>Diesel Warranty - specify</p> <p>5 Yr 75,000 mile zero deductible BASECare plan. 5 Yr 100,000 mile zero deductible use \$2805. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail ESP April 2015 Pricing Guide . 5 year, 75,000 mile Chassis DIESEL BaseCare ESP at zero deductible is \$2925. 5 year, 100,000 mile Chassis BaseCare ESP at zero deductible is \$3950. Add \$755 w/ 66D for Emergency (Fire, Amb, Police), Shuttle, or TowTruck, \$605 with Pickup¹</p> <p>Diesel Extra Care 5 yr 75k mile extended warranty (\$0 Ded) (ADD \$555 for fire/emergency use). ²</p>	\$1,990.00 ¹	\$2,350.00 ²
GE575 ¹ PC575 ²	<p>Diesel Warranty - specify</p> <p>5 Yr 75,000 mile zero deductible EXTRACare plan. 5 Yr 100,000 mile zero deductible use \$3295. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail ESP April 2015 Pricing Guide . 5 year, 75,000 mile Chassis DIESEL ExtraCare ESP at zero deductible is \$3210. 5 year, 100,000 mile Chassis ExtraCare ESP at zero deductible is \$4525. Add \$755 w/ 66d for Emergency (Fire, Amb, Police), Shuttle, or TowTruck \$555 with Pickup¹</p> <p>Diesel Premium Care 5 yr 75k mile extended warranty (\$0 Ded)(ADD \$555 for fire/emergency use). ²</p>	\$2,350.00 ¹	\$3,240.00 ²
GP575 ¹ PC6100 ²	<p>Diesel Warranty - specify</p> <p>5 Yr 75,000 mile zero deductible PREMIUMCare plan. 5 Yr 100,000 mile zero deductible use \$3870. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail ESP April 2015 Pricing Guide. 5 year, 75,000 mile Chassis DIESEL PremiumCare ESP at zero deductible is \$3740. 5 year, 100,000 mile Chassis PremiumCare ESP at zero deductible is \$5320. Add \$755 w/ 66d for Emergency (Fire, Amb, Police), Shuttle, or TowTruck \$505 with pickup¹</p> <p>Diesel Premium Care 6 yr 100k mile extended warranty (\$0 Ded) (ADD \$555 for fire/emergency use). ²</p>	\$3,240.00 ¹	\$4,015.00 ²



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Gregg Lynk, City Manager

DATE: December 1, 2015

RE: Disposal of Capital Surplus Property (Vehicle #5861)

On August 16, 2015, vehicle #5861, a 2007 unmarked Dodge Charger was involved in a collision. Based on inspection and appraisal, the City's insurer, the Florida League of Cities, has declared this vehicle a total loss. Due to the age and condition, this vehicle will not be retained for parts.

A check in the amount of \$9,426.00 (Actual Cash Value \$9,926.00 less a \$500.00 deductible) will be issued for the vehicle. This vehicle will be surrendered to the Florida League of Cities.

Staff recommends that Council authorize settlement with the Florida League of Cities and the disposal of this vehicle.

REQUESTING DEPARTMENTS:

Risk Management/City Attorney's Office, Fleet Services/Public Works Department, Police Department, Purchasing Division, Finance Department.

FISCAL IMPACT:

Proceeds from insurance (\$9,426.00) will be deposited in the Risk Fund (512-0000-364-1002).

RECOMMENDATION:

Motion to approve settlement with the Florida League of Cities and disposal of capital surplus property.

Attachments: 1) PDA Condition Report for unit 5861 dated 8/31/2015

BW/ab



Condition Report

Date: 8/31/2015
Property Condition: Total Loss

Assignment Number
545-508-0056

Office:

PDAMelbourne, FL #545
P.O. Box 410133
Melbourne, FL 32941
Phone: 321-752-0254
Fax: 321-752-0257

Insurance Company:
FLORIDA LEAGUE OF CITIES
Adjuster: Nikisha Clayton

Vehicle/Owner Information:

Insured: CITY OF PALM BAY
Vehicle: 2007 Dodge CHARGER
VIN #: 2B3KA43R27H624400

Loss Recap for Total Loss

Damage Appraisal..\$0.00
Percent of ACV..... 0.00 %
Deductible.....\$0.00
Total.....\$0.00

Assignment Received: 8/28/2015

Date of Loss:

Date of First Contact: 8/28/2015

Date of Inspection: 8/31/2015

Inspection Location:

Repair Facility:

None Specified

Loss Recap

Estimated Amount of Open Damages: \$0.00

Estimated Salvage Value: \$0.00

Repair Facility Estimate Amount: \$0.00

Recommendation: Total Loss

Primary Damage:

Secondary Damage:

Damage Appraisal: \$0.00

Claim #: VA2015081917

Policy #:

Agreed Scope of Damage: No
Days to Repair: 0
Appearance Allowance: No

Betterment/Depreciation: No
Applicable:
Reason:

Tow Charges: \$0.00

Storage Rate Per Day / Total: N/A

Direction to Pay: Unknown

Drivable: No

Condition Summary

Interior: Average
Paint: Average

Engine:
Mileage: 0

Tire Information:
Size:
Type:

Tread Depth(In 32nd's):
LF:5 RF: 5
LR:6 RR: 6
Spare:0

Request Number:
Instant Value: \$0.00
Salvage Moved: No

Stock Number:
Salvage Bids Obtained:

ACV Method: Quotes
Avg Book Value: \$9,425.00
Avg Market Survey: \$10,427.00
Avg Lines 1 & 2: \$9,926.00
Total Adjustments: \$0.00
Suggested ACV: \$9,926.00
(Tax Rate: 0.000 %) : \$0.00
Grand Total: \$9,926.00

Special Equipment:

Approx Cost of Special
Equipment: \$0.00

Remarks

VEHICLE IS A TOTAL LOSS - LOCATED WITH THE CITY OF PALM BAY - NO STORAGE CHARGES.

Impact to both right and left sides of vehicle.
Possible hidden damage.
Odometer will not light up - Oil change sticker shows next oil change due at 92,335. Used 90,000 miles as basis for ACV.
No old damage.

Open Items

Salvage Bids:

Company	Contact	Phone Number	Amount
MIM'S SALVAGE	JIM	(800) 432-2869	\$250.00
UNWANTED CARS	TIM	(321) 749-3714	\$225.00
COCOA AUTO SALVAGE	DAVID	(800) 347-0928	\$207.35

Market Survey:

Company	Contact	Phone Number	Amount
AUTO FINDERS	INTERNET SALES	(888) 862-1579	\$9,500.00
FERMAN BUICK	INTERNET SALES	(877) 402-1646	\$10,791.00
YOUR DEAL AUTOMOTIVE	INTERNET SALES	(855) 887-2984	\$10,990.00

Book Calculations:

Option Description	NADA Amount
Base Book	\$8,100.00
Mileage	\$1,025.00
Air Conditioning	\$0.00
Power Windows	\$0.00
Power Seats	\$0.00
Power Door Locks	\$0.00
Power Brakes	\$0.00
Cruise Control	\$0.00
AM/FM Stereo	\$0.00
Driver Air Bag	\$0.00
Passenger Side Air Bag	\$0.00
Rear Defogger	\$0.00
Tilt Steering Wheel	\$0.00
Anti-Lock Brakes	\$0.00
Automatic Transmission	\$0.00
Keyless Entry	\$0.00
Rear Heating & A/C	\$0.00
Alloy wheels	\$300.00
Total	\$9,425.00



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Gregg Lynk, City Manager

DATE: December 1, 2015

RE: LETF 16-02

A handwritten signature in blue ink, appearing to read "Gregg Lynk".

In accordance with Florida law, funding in the amount of \$1,700.00 is being requested from the Law Enforcement Trust Fund (LETF) designated fund balance.

The Police Department is requesting monies for the purpose of purchasing challenge coins. Replenishment of Police Department signature coins are needed to have on hand for staff to share, trade and to promote the Police Department. The coins are being redesigned for the Police Department to include the Department's mission statement. The \$1,700.00 will cover the cost of 500 coins, the graphic changes and shipping. These funds will qualify for the requirement of using 15% of the Law Enforcement Trust Funds collected towards community activities.

The LETF authorization will be included on the next FY 16 budget amendment.

REQUESTING DEPARTMENT:

Police Department

FISCAL IMPACT:

There is a designated fund balance of \$130,753.00 as of November 20, 2015.

RECOMMENDATION:

Motion to approve expenditure of LETF as described herein up to \$1,700.00.

MR/ab



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Gregg Lynk, City Manager

DATE: December 3, 2015

RE: PFM Quarterly Investment Report

Enclosed is the City's PFM'S Investment Performance Review Report for the Quarter ended September 30, 2015.

The City's Core 1-3 Year Investment and Short Term Fund portfolios are of high credit quality and invested in U.S. Treasury, Federal Agency, high quality corporate, commercial paper and municipal securities.

As a result of PFM's actively managing of the City's Core 1-3 Year Investment portfolio realized \$8,917.00 in gains on sales (based on amortized cost) during the quarter.

The Core 1-3 Year Investment Portfolio's quarterly total return performance of 0.31% underperformed the benchmark performance of 0.32% by 0.01%. Over the past year, the Portfolio earned 1.09%, versus 1.17% for the benchmark.

The City's overall portfolio had an Amortized Cost market value of \$60.0 million on September 30, 2015. The total portfolio Average Quarterly Yield to Maturity at Cost was 0.29%, compared to the benchmark, S&P Rated GIP Index Government 30 Day yield, of 0.16%. Florida Prime's average was 0.25%.

The City continues to emphasize safety and liquidity in the management of its portfolios. The portfolios comply with the City's investment policy and Florida investment statutes.

REQUESTING DEPARTMENT:

Finance Department

FISCAL IMPACT:

There is no fiscal impact.

RECOMMENDATION:

Motion to acknowledge receipt of Investment Performance Review Report for the Quarter that ended September 30, 2015.

Attachment: 1) September 30, 2015 Quarterly Investment Report

YM/ab



City of Palm Bay, Florida



Investment Performance Review Quarter Ended September 30, 2015

Investment Advisors

Steven Alexander, CTP, CGFO, CPPT, Managing Director
Robert Cheddar, CFA, Chief Credit Officer, Managing Director
D. Scott Stitche, CFA, Senior Managing Consultant
Richard Pengelly, CFA, CTP, Senior Managing Consultant
Michael Stewart, Analyst

PFM Asset Management LLC

One Keystone Plaza, Suite 300
North Front & Market Streets
Harrisburg, PA 17101-2044
717-232-2723 • 717-233-6073 fax

300 S. Orange Avenue, Suite 1170
Orlando, FL 32801
(407) 648-2208
(407) 648-1323 fax

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Section D Asset Allocation Chart

Tab III.

September 30, 2015 PFM Month-End Statement
(statements are available online at www.pfm.com)

PFM Funds September 30, 2015 Month-End Statement
(statements are available online at www.pfmfunds.com)

This material is based on information obtained from sources generally believed to be reliable and available to the public, however PFM Asset Management LLC cannot guarantee its accuracy, completeness or suitability. This material is for general information purposes only and is not intended to provide specific advice or recommendation. The information contained in this report is not an offer to purchase or sell any securities.

TAB I

Summary

- The U.S. economy continued its forward progress, but more recent economic data suggests it is slowing from the strong second-quarter pace.
- Weakness in emerging-market economies, most notably China, changed market psychology, triggering heightened volatility and significant downward pressure on equity markets worldwide.
- The Federal Open Market Committee (FOMC) chose not to raise the federal funds target rate at either of its two meetings during the quarter, most recently citing concern about “recent global economic and financial developments.” FOMC officials, however, continue to condition investors for a possible rate hike before year-end.

Economic Snapshot

- Concern over Greece’s financial state last quarter was quickly resolved, only to be superseded by growth concerns emanating from emerging market economies, especially China, Russia and Brazil. A slowdown in emerging markets also negatively impacted commodity, oil, and export-driven economies, such as Australia and Canada.
- Second-quarter gross domestic product (GDP) grew at a 3.9% annualized pace, a strong rebound from the first quarter’s lackluster growth. The surge was bolstered by strong consumer spending and a pickup in business investment and inventories.
- Job growth slowed in the second quarter — averaging 167,000 new jobs per month, which was down from 231,000 per month in the prior quarter — but the unemployment rate fell further to 5.1%, its lowest rate since April 2008. Wage growth remained subdued.

Interest Rates

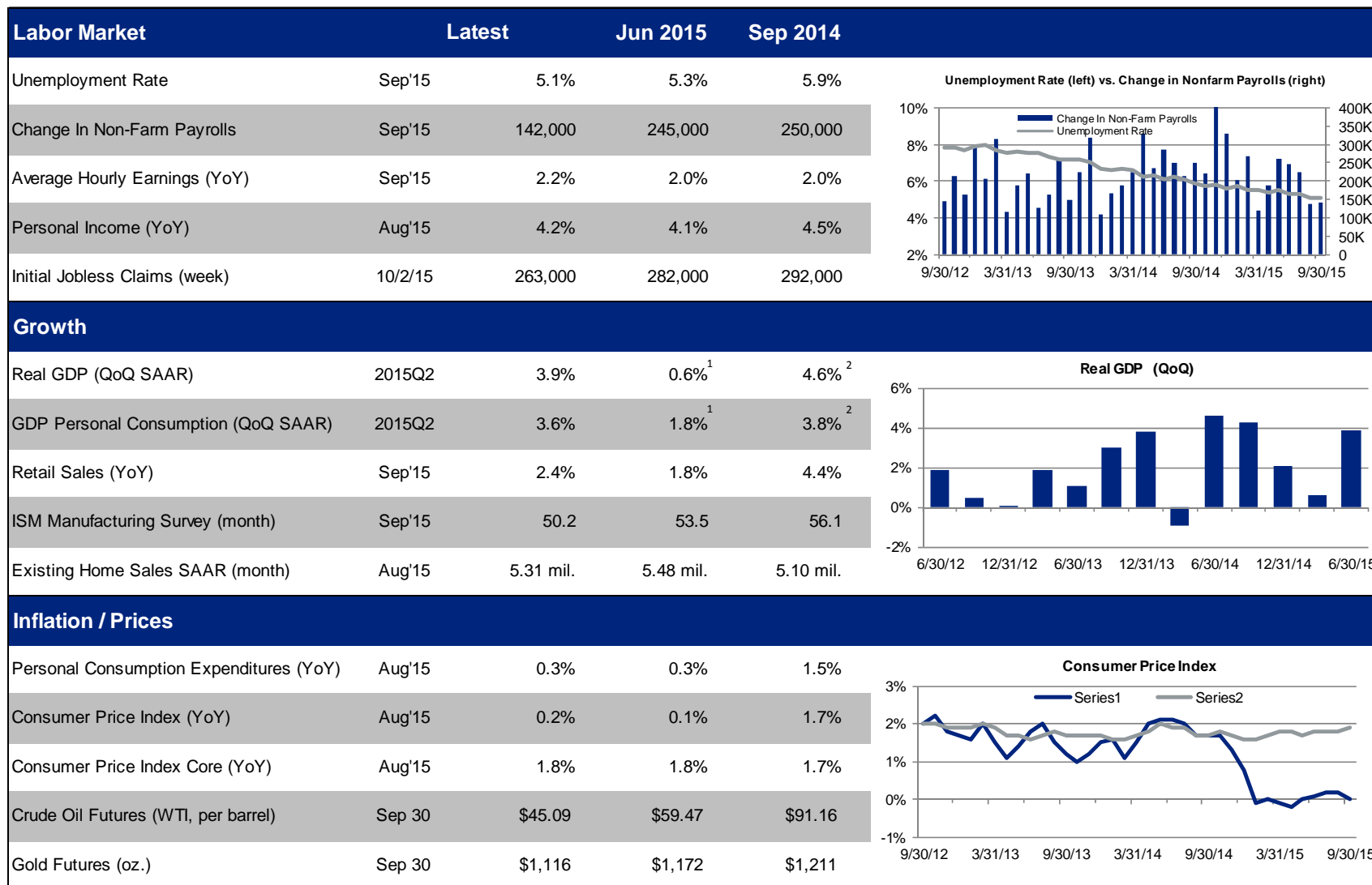
- Long-term Treasury yields trended lower throughout the quarter, supported by low inflation, slowing global growth, and a hesitant FOMC. The yield on the 10-year U.S. Treasury fell 31 basis points (0.31%), ending the quarter just above 2.0%.

- Yields on shorter-term instruments (two years and under) initially moved in the opposite direction, rising to peaks in mid-September in anticipation of a near-term federal funds target rate increase. After the Fed announced it would leave rates unchanged, yields retreated. Short-term Treasury yields ended the quarter mostly lower by a few basis points, while money market instruments like commercial paper and bank certificates of deposit held on to most of their rate increases during the quarter.
- Global sovereign debt yields followed those in the U.S., with lower long-term rates and fractionally lower short-term yields.

Sector Performance

- U.S. Treasury benchmark indices generated strong returns as yields ended the quarter lower, providing price appreciation in addition to yield-based income. While this was true for maturities across the yield curve, longer maturities fared better due to their longer durations and more significant fall in rates.
- Federal Agency securities modestly outperformed comparable maturity Treasuries as yield spreads tightened modestly.
- Corporate yield spreads widened throughout the quarter, in some cases significantly. Returns were correlated with credit ratings. BBB-rated and high-yield issues performed poorly. A-rated issuers modestly underperformed government securities, while higher-rated issuers performed better.
- Mortgage-backed securities (MBS) underperformed comparable duration government securities as heightened volatility negatively impacted securities with imbedded optionality. This scenario has persisted for much of 2015.

Economic Snapshot



1. Data as of Second Quarter 2015

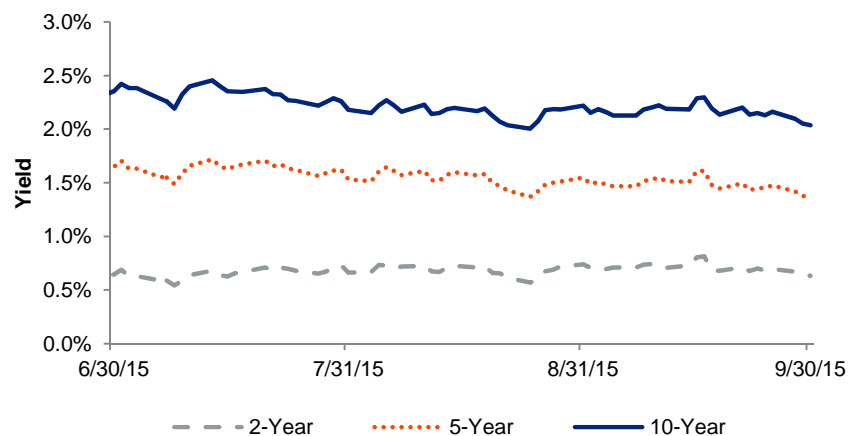
2. Data as of Third Quarter 2014

Note: YoY = year over year, QoQ = quarter over quarter, SAAR = seasonally adjusted annual rate, WTI = West Texas Intermediate crude oil

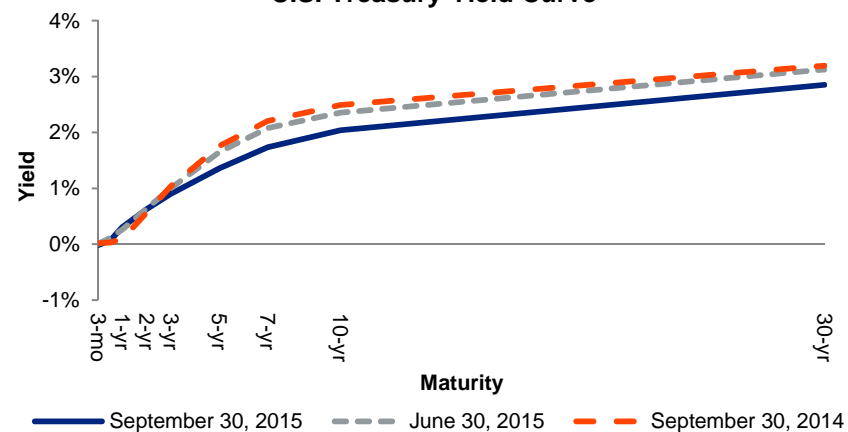
Source: Bloomberg

Investment Rate Overview

U.S. Treasury Note Yields



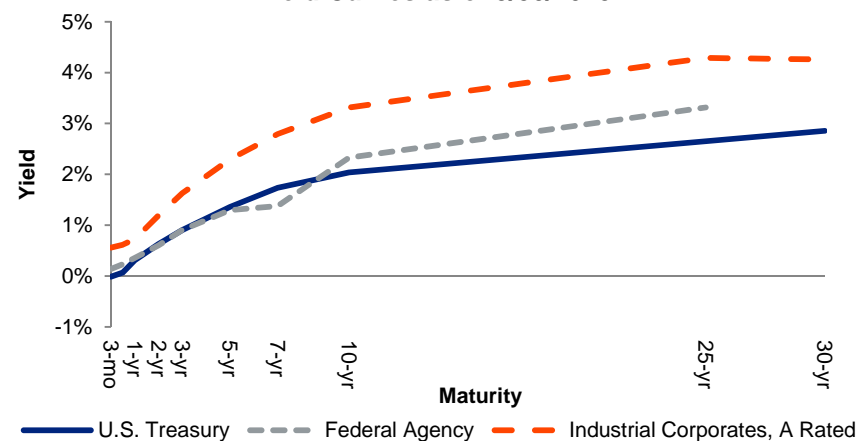
U.S. Treasury Yield Curve



U.S. Treasury Yields

Maturity	9/30/15	6/30/15	Change over Quarter	9/30/14	Change over Year
3-month	(0.02%)	0.01%	(0.03%)	0.02%	(0.04%)
1-year	0.31%	0.27%	0.04%	0.10%	0.21%
2-year	0.63%	0.65%	(0.02%)	0.57%	0.06%
5-year	1.36%	1.65%	(0.29%)	1.76%	(0.40%)
10-year	2.04%	2.35%	(0.31%)	2.49%	(0.45%)
30-year	2.85%	3.12%	(0.27%)	3.20%	(0.35%)

Yield Curves as of 9/30/2015



Source: Bloomberg

BofA Merrill Lynch Index Returns

	As of 9/30/2015		Returns for Periods ended 9/30/2015		
	Duration	Yield	3 Month	1 Year	3 Years
1-3 Year Indices					
U.S. Treasury	1.87	0.63%	0.31%	1.16%	0.67%
Federal Agency	1.64	0.70%	0.36%	1.29%	0.77%
U.S. Corporates, A-AAA rated	1.98	1.53%	0.36%	1.37%	1.38%
Agency MBS (0 to 3 years)	1.92	1.58%	0.35%	1.11%	0.77%
Municipals	1.87	0.74%	0.57%	0.85%	0.88%
1-5 Year Indices					
U.S. Treasury	2.71	0.87%	0.70%	2.15%	0.91%
Federal Agency	2.07	0.86%	0.58%	1.90%	0.98%
U.S. Corporates, A-AAA rated	2.76	1.83%	0.61%	2.18%	1.83%
Agency MBS (0 to 5 years)	3.40	2.10%	0.69%	2.23%	1.55%
Municipals	2.58	1.01%	0.78%	1.09%	1.18%
Master Indices (Maturities 1 Year or Greater)					
U.S. Treasury	6.20	1.42%	1.90%	4.10%	1.38%
Federal Agency	3.68	1.29%	1.05%	2.93%	1.35%
U.S. Corporates, A-AAA rated	6.70	2.88%	1.23%	2.82%	2.27%
Agency MBS (0 to 30 years)	4.34	2.39%	1.31%	3.34%	1.93%
Municipals	6.93	2.38%	1.70%	3.16%	2.94%

Returns for periods greater than one year are annualized

Source: BofA Merrill Lynch Indices

Disclosures

The views expressed within this material constitute the perspective and judgment of PFM Asset Management LLC (PFMAM) at the time of distribution and are subject to change. Information is obtained from sources generally believed to be reliable and available to the public; however, PFMAM cannot guarantee its accuracy, completeness, or suitability. This material is for general information purposes only and is not intended to provide specific advice or recommendation. The information contained in this report is not an offer to purchase or sell any securities. PFMAM is registered with the Securities and Exchange Commission under the Investment Advisers Act of 1940. PFMAM's clients are state and local governments, non-profit corporations, pension funds, and similar institutional investors. www.pfm.com.

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TAB II

Executive Summary

PORTFOLIO RECAP

- The City's Investment Portfolio is of high credit quality and invested in U.S. Treasury, Federal Agency, high quality corporate, commercial paper, and municipal securities.
- PFM continued to actively manage the Investment Portfolio during the third quarter and found value in the market, taking advantage of market inefficiencies or changes in economic outlook. As a result, the Portfolio realized \$8,917 in gains on sales (based on amortized cost) during the quarter. PFM is continually in the market monitoring for opportunities to add value to the Portfolio.
- The Investment Portfolio's quarterly total return performance of 0.31% underperformed the benchmark performance of 0.32% by 0.01%. Over the past year, the Portfolio earned 1.09%, versus 1.17% for the benchmark.
- Yields on securities with maturities of two years or less, the part of the curve that is most dependent on Federal Reserve policy, moved up in advance of the September FOMC meeting, but quickly reversed after the "no hike" decision. The end result was that the quarter ended with generally lower yields and a flatter yield curve than at the beginning of the quarter.
- The FOMC continues to monitor economic progress towards its dual objectives of full employment and price stability. It recently added an acknowledgement that global economic instability has the potential to affect Fed policy. Because this creates a new level of uncertainty about the timing and pace of future rate hikes, our strategy may need to adapt to changing conditions throughout the fourth quarter.
- At present, we believe the Fed will raise rates in late 2015 or early 2016, and the subsequent pace of rate increases will likely be gradual and prolonged. If this occurs as expected, it is likely that rates on the shorter end of the curve will again rise ahead of upcoming FOMC meetings, while longer maturities will remain range bound in response to tempered global growth and dampened inflation expectations.
- Duration management in this environment will be particularly tricky. We started the fourth quarter with the portfolio's duration shorter and more conservative than the benchmark. We believe this is appropriate given the potential for a Fed rate hike over the next few months.
- PFM will continue to navigate the market environment with a keen focus on relative value sector analysis, prudent duration management, and efficient yield curve placement. While producing strong investment returns remains a priority, it is secondary to maintaining safety and liquidity, particularly in the current environment where we expect yields to trend higher.

Portfolio Statistics (All Accounts)

<u>Account Name</u>	<u>Amortized Cost^{1,2,3}</u> <u>September 30, 2015</u>	<u>Amortized Cost^{1,2,3}</u> <u>June 30, 2015</u>	<u>Market Value^{1,2,3}</u> <u>September 30, 2015</u>	<u>Market Value^{1,2,3}</u> <u>June 30, 2015</u>	<u>Duration (Years)</u> <u>September 30, 2015</u>
Investment Portfolio	\$17,247,602.29	\$18,521,122.51	\$17,291,716.46	\$18,559,430.78	1.62
Florida Prime	4,381,746.18	9,345.19	4,381,746.18	9,345.19	28 days
US Bank Money Market Account	123,328.09	101,328.10	123,328.09	101,328.10	0.003
PFM Funds Prime Series Money Market Fund	7,229,983.98	18,779,076.94	7,229,983.98	18,779,076.94	50 days
SunTrust Bank Now Account	10,317,415.20	10,316,375.05	10,317,415.20	10,316,375.05	0.003
Bank of America Concentration Account	18,335,471.54	16,046,663.59	18,335,471.54	16,046,663.59	0.003
Bank of America Deposit Escrow Account	2,287,995.94	2,266,503.62	2,287,995.94	2,266,503.62	0.003
Bank of America Flexible Spending Account	29,056.73	16,663.01	29,056.73	16,663.01	0.003
Total Assets	\$59,952,599.95	\$66,057,078.01	\$59,996,714.12	\$66,095,386.28	

<u>Account Name</u>	<u>Yield to Maturity at</u> <u>Cost^{4, 5}</u> <u>September 30, 2015</u>	<u>Yield to Maturity at</u> <u>Cost^{4, 5}</u> <u>June 30, 2015</u>	<u>Yield to Maturity at</u> <u>Market⁵</u> <u>September 30, 2015</u>	<u>Yield to Maturity at</u> <u>Market⁵</u> <u>June 30, 2015</u>	<u>Duration (Years)</u> <u>June 30, 2015</u>
Investment Portfolio	0.88%	0.86%	0.70%	0.71%	1.77
Florida Prime	0.25%	0.22%	0.25%	0.22%	34 days
US Bank Money Market Account	0.01%	0.01%	0.01%	0.01%	0.003
PFM Funds Prime Series Money Market Fund ⁷	0.13%	0.09%	0.13%	0.09%	37 days
SunTrust Bank Now Account	0.04%	0.04%	0.04%	0.04%	0.003
Bank of America Concentration Account	N/A	N/A	N/A	N/A	0.003
Bank of America Deposit Escrow Account	N/A	N/A	N/A	N/A	0.003
Bank of America Flexible Spending Account	N/A	N/A	N/A	N/A	0.003
Weighted Average Yield	0.29%	0.27%	0.24%	0.23%	

Benchmarks

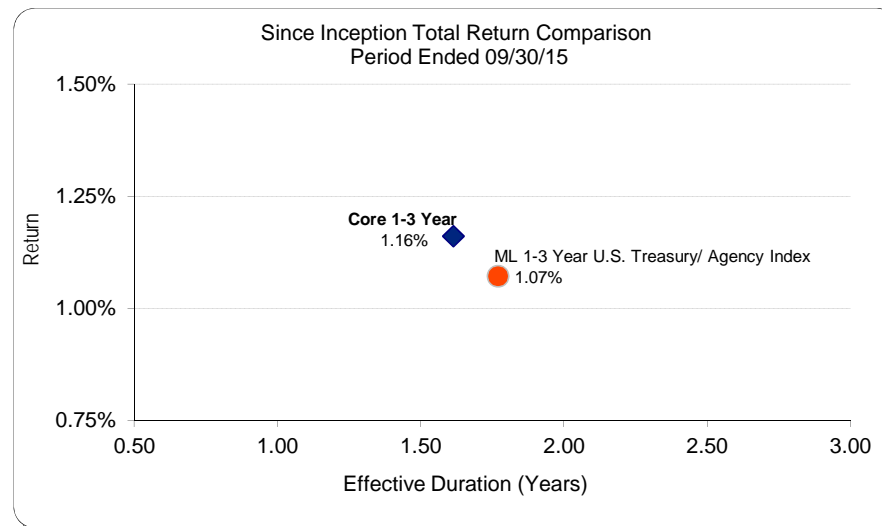
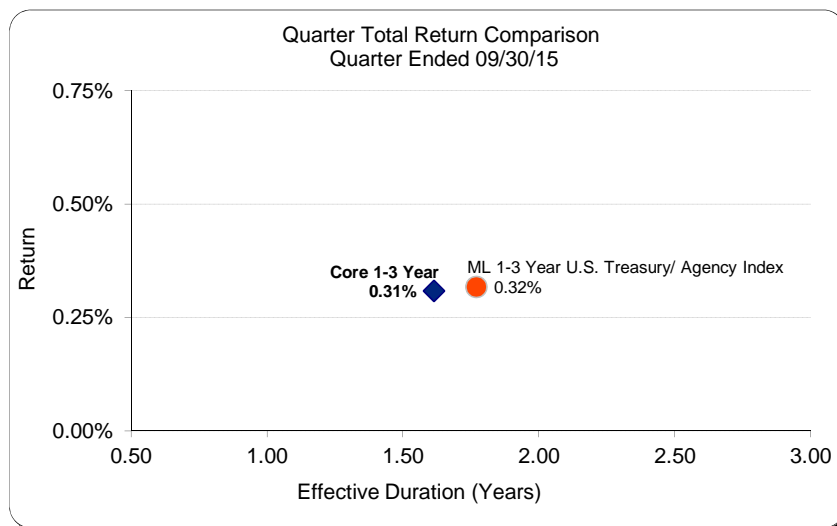
S&P Rated GIP Index Government 30 Day Yield^b	September 30, 2015	June 30, 2015
	0.16%	0.14%

Notes:

1. On a trade-date basis, including accrued interest.
2. In order to comply with GASB accrual accounting reporting requirements; forward settling trades are included in the monthly balances.
3. Includes cash in custody account.
4. Past performance is not indicative of future results.
5. Month end yields.
6. Month end yield, gross of fees. Source Standard & Poor's.
7. Seven day yield as of quarter end. The yields shown above represent past performance. Past performance is no guarantee of future results and yields may vary. The current fund performance may be higher or lower than that cited. The current seven-day yield does not include realized gains and losses on the sale of securities. The yields shown above may reflect fee waivers by service providers that subsidize and reduce the total operating expenses of the Funds. Fund yields would be lower if there were no such waivers.

Investment Portfolio Core 1-3 Year Portfolio Performance

Total Portfolio Value¹	September 30, 2015	June 30, 2015				
Market Value	\$17,415,044.55	\$18,660,758.88				
Amortized Value	\$17,370,930.38	\$18,622,450.61				
Total Return^{2,3,4}	Quarterly Return September 30, 2015	Last 12 Months	Last 2 Years	Last 3 Years	Last 5 Years	Since Inception September 30, 2009
Investment Portfolio Core 1-3 Year	0.31%	1.09%	0.84%	0.71%	0.93%	1.16%
Merrill Lynch 1-3 Year U.S. Treasury/ Agency Index	0.32%	1.17%	0.84%	0.69%	0.78%	1.07%
Effective Duration (Years)^{4,5}	September 30, 2015	June 30, 2015	Yields		September 30, 2015	June 30, 2015
Investment Portfolio Core 1-3 Year	1.61	1.76	Yield at Market		0.70%	0.71%
Merrill Lynch 1-3 Year U.S. Treasury/ Agency Index	1.77	1.78	Yield at Cost		0.88%	0.86%
Portfolio Duration % of Benchmark Duration	91%	99%				

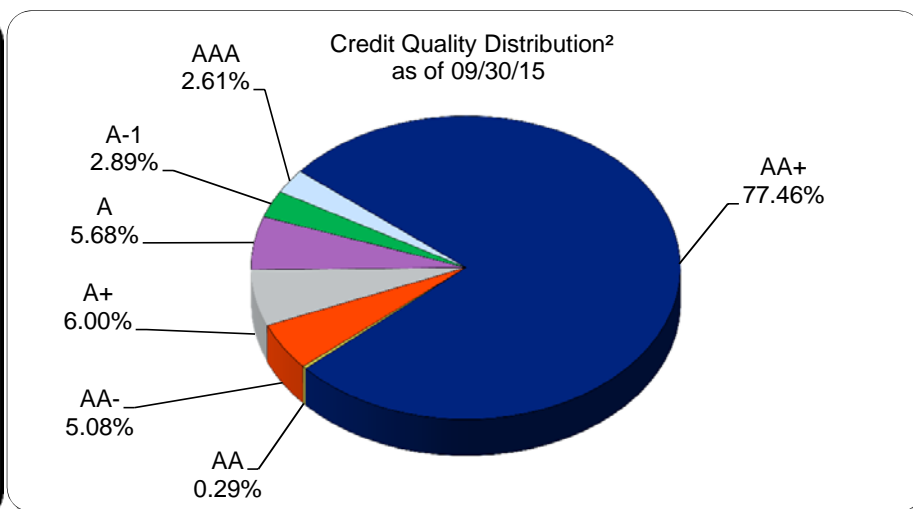
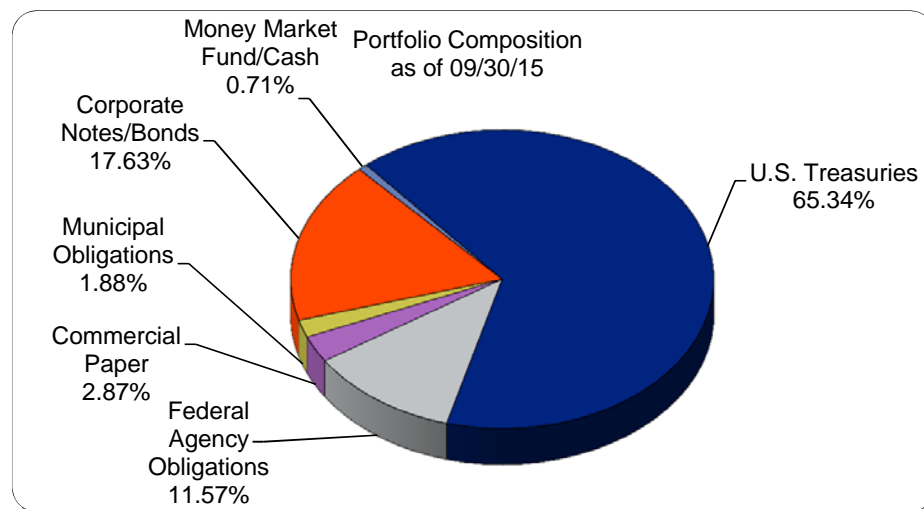


Notes:

1. In order to comply with GASB accrual accounting reporting requirements; forward settling trades are included in the monthly balances. End of quarter trade-date market values of portfolio holdings, including accrued interest.
2. Performance on trade date basis, gross (i.e., before fees), is in accordance with The CFA Institute's Global Investment Performance Standards (GIPS). Quarterly returns are presented on an unannualized basis. Returns presented for 12 months or longer are presented on an annual basis. Past performance is not indicative of future results.
3. Since Inception the benchmark has been the Merrill Lynch 1-3 Year U.S. Treasury/Agency Note Index.
4. Merrill Lynch Indices provided by Bloomberg Financial Markets.
5. Includes money market fund/cash in performance and duration computations.

Investment Portfolio Core 1-3 Year Portfolio Composition and Credit Quality Characteristics

<u>Security Type¹</u>	<u>September 30, 2015</u>	<u>% of Portfolio</u>	<u>June 30, 2015</u>	<u>% of Portfolio</u>
U.S. Treasuries	\$11,378,923.60	65.3%	\$12,645,850.58	67.8%
Federal Agencies	2,014,488.60	11.6%	2,011,870.23	10.8%
Commercial Paper	499,343.50	2.9%	498,494.00	2.7%
Certificates of Deposit	0.00	0.0%	0.00	0.0%
Bankers Acceptances	0.00	0.0%	0.00	0.0%
Repurchase Agreements	0.00	0.0%	0.00	0.0%
Municipal Obligations	327,885.36	1.9%	327,681.37	1.8%
Corporate Notes/Bonds	3,071,075.40	17.6%	3,075,534.60	16.5%
Mortgage Backed	0.00	0.0%	0.00	0.0%
Money Market Fund/Cash	123,328.09	0.7%	101,328.10	0.5%
Totals	\$17,415,044.55	100.0%	\$18,660,758.88	100.0%

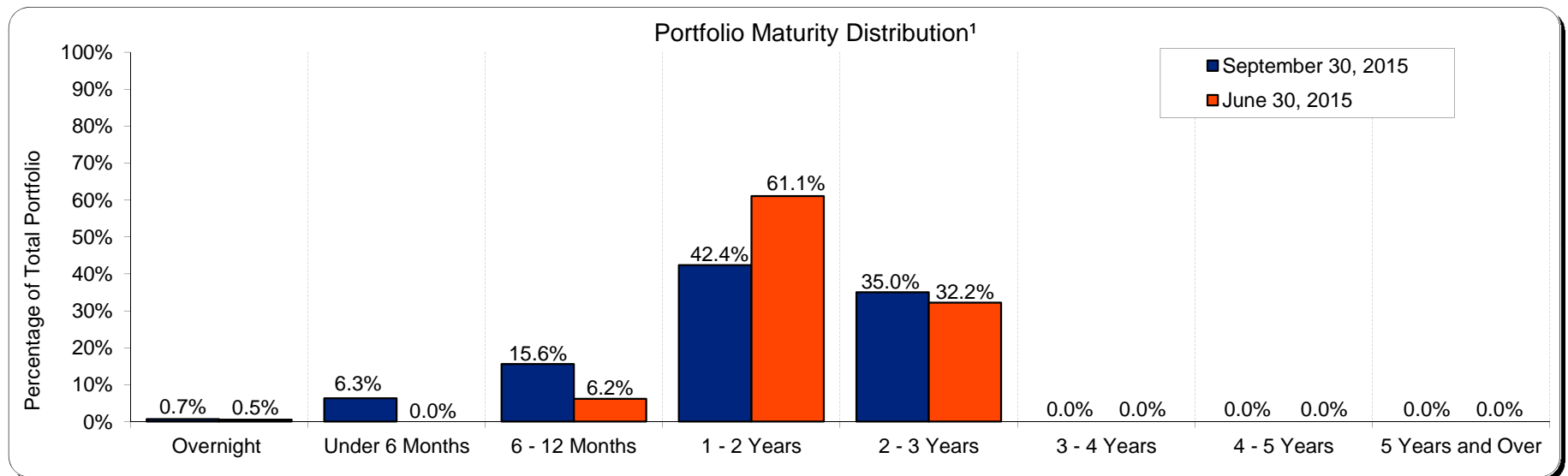


Notes:

1. End of quarter trade-date market values of portfolio holdings, including accrued interest.
2. Credit rating of securities held in portfolio, exclusive of money market fund/LGIP. Standard & Poor's is the source of the credit ratings.

Investment Portfolio Core 1-3 Year Portfolio Maturity Distribution

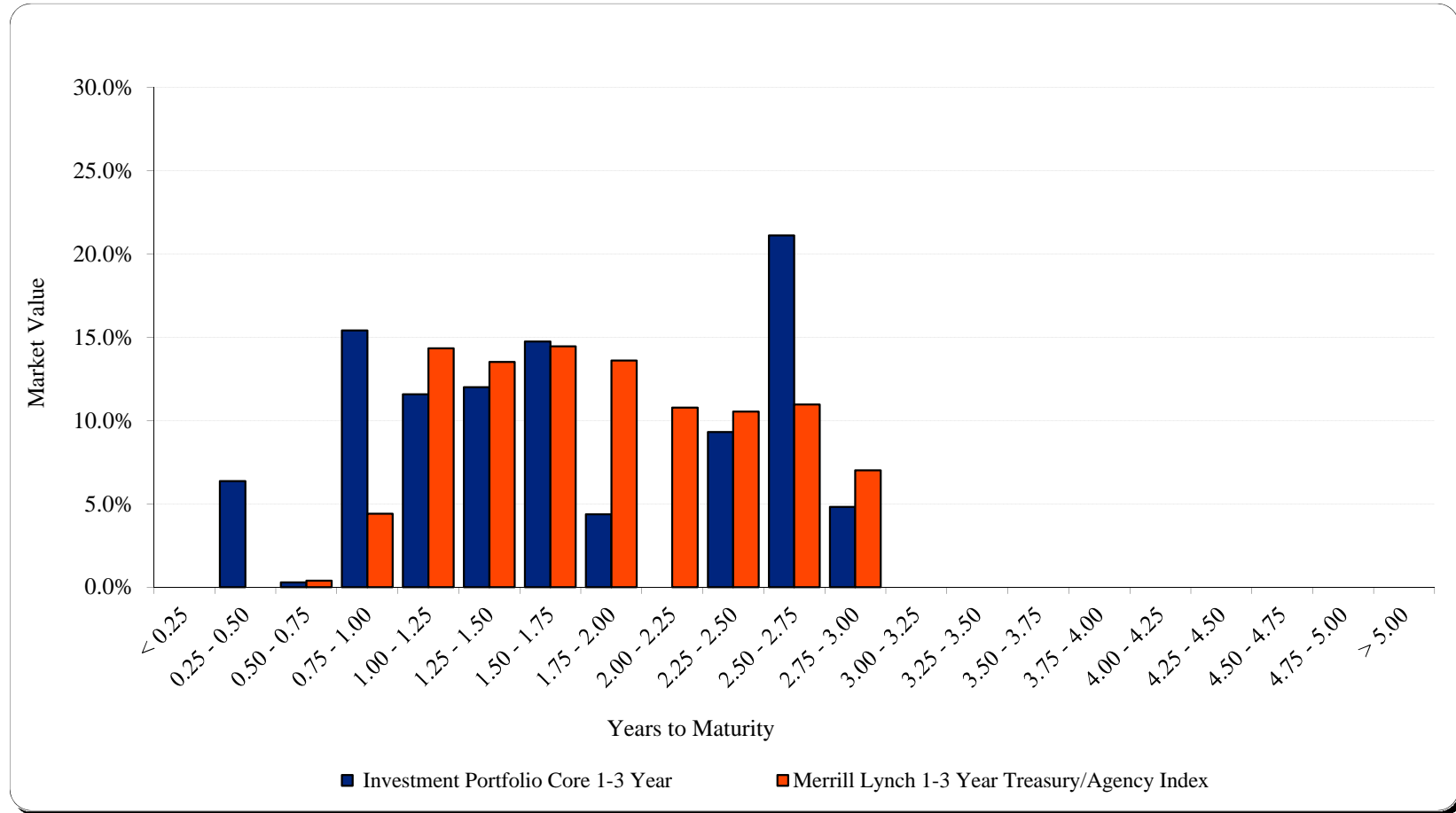
<u>Maturity Distribution¹</u>	<u>September 30, 2015</u>	<u>June 30, 2015</u>
Overnight (Money Market Fund)	\$123,328.09	\$101,328.10
Under 6 Months	1,101,078.55	0.00
6 - 12 Months	2,714,514.12	1,152,771.20
1 - 2 Years	7,381,167.73	11,395,783.91
2 - 3 Years	6,094,956.06	6,010,875.67
3 - 4 Years	0.00	0.00
4 - 5 Years	0.00	0.00
5 Years and Over	0.00	0.00
Totals	\$17,415,044.55	\$18,660,758.88



Notes:

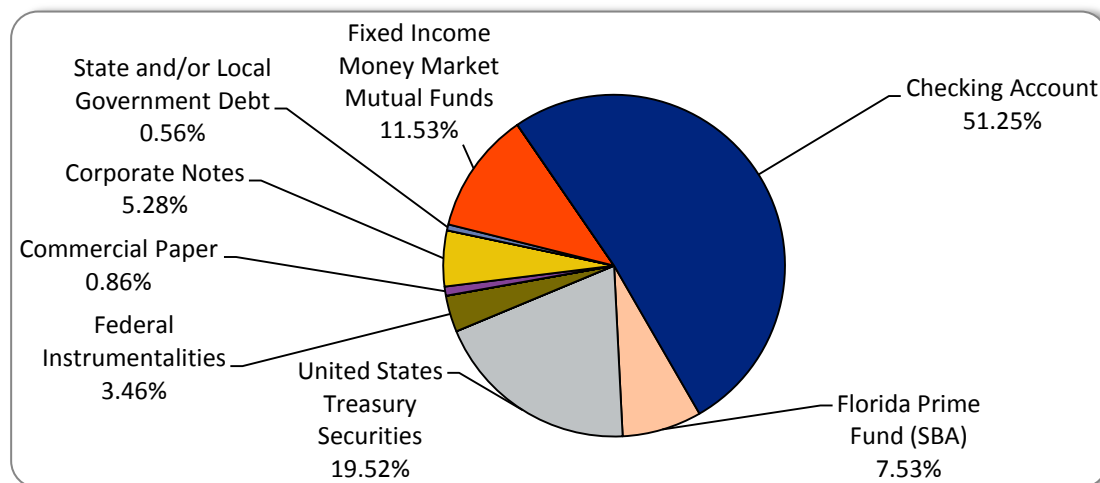
1. Callable securities in portfolio are included in the maturity distribution analysis to their stated maturity date, although they may be called prior to maturity.

Investment Portfolio Core 1-3 Year Maturity Distribution versus the Benchmark¹



Notes:

1. Due to the nature of the security, Mortgage-Backed Securities are represented based on their average life maturity rather than their final maturity.



Security Type	Amortized Cost (Includes Interest)	Allocation Percentage	Notes	Permitted by Policy	In Compliance
Florida Prime Fund (SBA)	4,376,203.78	7.53%	2	25%	YES
United States Treasury Securities	11,342,991.66	19.52%		100%	YES
United States Government Agency Securities	-	0.00%		50%	YES
Federal Instrumentalities	2,008,716.76	3.46%	3	80%	YES
Mortgage-Backed Securities	-	0.00%	3	20%	YES
Certificates of Deposit or Savings Account	-	0.00%		40%	YES
Repurchase Agreements	-	0.00%		50%	YES
Commercial Paper	498,944.73	0.86%		25%	YES
Corporate Notes	3,069,873.32	5.28%		15%	YES
Bankers' Acceptances	-	0.00%		25%	YES
State and/or Local Government Debt	327,075.82	0.56%		20%	YES
Fixed Income Money Market Mutual Funds	6,700,560.76	11.53%		50%	YES
Intergovernmental Investment Pool	-	0.00%		25%	YES
Checking Account	29,773,894.93	51.25%	2	100%	YES

Notes:

1. End of month trade-date amortized cost of portfolio holdings, including accrued interest.

2. Managed by the City.

3. The combined total of Federal Instrumentalities and Mortgage Backed Securities can not be more than 80%. The combined total as of September 30, 2015 is 3.46%.

* Does not include bond proceeds.

Individual Issuer Breakdown	Amortized Cost (Includes Interest)	Allocation Percentage	Notes	Permitted by Policy	In Compliance
Government National Mortgage Association (GNMA)	-	0.00%		25%	YES
Federal Farm Credit Bank (FFCB)	-	0.00%		50%	YES
Federal Home Loan Bank (FHLB)	620,504.41	1.07%		50%	YES
Federal National Mortgage Association (FNMA)	1,000,310.40	1.72%		50%	YES
Federal Home Loan Mortgage Corporation (FHLMC)	387,901.95	0.67%		50%	YES
California State Taxable GO Bonds	276,904.50	0.48%		5%	YES
University of California Taxable Revenue Bond	50,171.32	0.09%		5%	YES
American Honda Corporate Notes	259,909.29	0.45%		5%	YES
Bank of New York Mellon Corporate Notes	301,602.47	0.52%		5%	YES
ConocoPhillips Corporate Notes	80,434.87	0.14%		5%	YES
Exxon Mobil Corporate Notes	450,407.81	0.78%		5%	YES
HSBC Corporate Notes	301,229.16	0.52%		5%	YES
IBM Corporate Notes	474,678.54	0.82%		5%	YES
JP Morgan Chase Corporate Notes	600,557.36	1.03%		5%	YES
Toyota Corporate Notes	125,266.89	0.22%		5%	YES
Wells Fargo & Company Corporate Notes	475,786.93	0.82%		5%	YES
BNP Paribas Commercial Paper	498,944.73	0.86%		10%	YES
Money Market Fund - PFM Funds Prime Series	6,585,129.09	11.33%		30%	YES
Money Market Fund - US Bank	115,431.67	0.20%	2	30%	YES
Bank Account - Now Account	9,817,088.66	16.90%	2	100%	YES
Bank of America Concentration Account	17,639,753.60	30.36%	2	100%	YES
Bank of America Deposit Escrow Account	2,287,995.94	3.94%	2	100%	YES
Bank of America Flexible Spending Account	29,056.73	0.05%	2	100%	YES

Notes:

1. End of month trade-date amortized cost of portfolio holdings, including accrued interest.
2. Managed by the City.

* Does not include bond proceeds.

TAB III



Customer Service
PO Box 11813
Harrisburg, PA 17108-1813

ACCOUNT STATEMENT

For the Month Ending

September 30, 2015

CITY OF PALM BAY

Client Management Team

Ed Polansky

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alexanders@pfm.com

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Cover/Disclosures
Summary Statement
Individual Accounts

Accounts included in Statement

68890010 CITY OF PALM BAY CORE 1-3 YEAR INVEST

CITY OF PALM BAY
MS. YVONNE MCDONALD
120 MALABAR ROAD, SE
PALM BAY, FL 32907

Online Access <http://www.pfm.com>

Customer Service 1-717-232-2723



Account Statement

For the Month Ending **September 30, 2015**

Important Disclosures

Important Disclosures

This statement is for general information purposes only and is not intended to provide specific advice or recommendations. PFM Asset Management LLC ("PFM") is an investment advisor registered with the Securities and Exchange Commission, and is required to maintain a written disclosure statement of our background and business experience. If you would like to receive a copy of our current disclosure statement, please contact Service Operations at the address below.

Proxy Voting PFM does not normally receive proxies to vote on behalf of its clients. However, it does on occasion receive consent requests. In the event a consent request is received the portfolio manager contacts the client and then proceeds according to their instructions. PFM's Proxy Voting Policy is available upon request by contacting Service Operations at the address below.

Questions About an Account PFM's monthly statement is intended to detail our investment advisory activity as well as the activity of any accounts held by clients in pools that are managed by PFM. The custodian bank maintains the control of assets and executes (i.e., settles) all investment transactions. The custodian statement is the official record of security and cash holdings and transactions. PFM recognizes that clients may use these reports to facilitate record keeping and that the custodian bank statement and the PFM statement should be reconciled and differences resolved. Many custodians use a settlement date basis which may result in the need to reconcile due to a timing difference.

Account Control PFM does not have the authority to withdraw funds from or deposit funds to the custodian. Our clients retain responsibility for their internal accounting policies; implementing and enforcing internal controls and generating ledger entries or otherwise recording transactions.

Market Value Generally, PFM's market prices are derived from closing bid prices as of the last business day of the month as supplied by Interactive Data, Bloomberg or Telerate. Where prices are not available from generally recognized sources the securities are priced using a yield-based matrix system to arrive at an estimated market value. Prices that fall between data points are interpolated. Non-negotiable FDIC-insured bank certificates of deposit are priced at par. Although PFM believes the prices to be reliable, the values of the securities do not always represent the prices at which the securities could have been bought or sold. Explanation of the valuation methods for money market and TERM funds is contained in the appropriate fund information statement.

Amortized Cost The original cost of the principal of the security is adjusted for the amount of the periodic reduction of any discount or premium from the purchase date until the date of the report. Discount or premium with respect to short term securities (those with less than one year to maturity at time of issuance) is amortized on a straightline basis. Such discount or premium with respect to longer term securities is amortized using the constant yield basis.

Tax Reporting Cost data and realized gains / losses are provided for informational purposes only. Please review for accuracy and consult your tax advisor to determine the tax consequences of your security transactions. PFM does not report such information to the IRS or other taxing authorities and is not responsible for the accuracy of such information that may be required to be reported to federal, state or other taxing authorities.

Financial Situation In order to better serve you, PFM should be promptly notified of any material change in your investment objective or financial situation.

Callable Securities Securities subject to redemption prior to maturity may be redeemed in whole or in part before maturity, which could affect the yield represented.

Portfolio The securities in this portfolio, including shares of mutual funds, are not guaranteed or otherwise protected by PFM, the FDIC (except for certain non-negotiable certificates of deposit) or any government agency. Investment in securities involves risks, including the possible loss of the amount invested.

Rating Information provided for ratings is based upon a good faith inquiry of selected sources, but its accuracy and completeness cannot be guaranteed. Shares of some money market and TERM funds are marketed through representatives of PFM's wholly owned subsidiary, PFM Fund Distributors, Inc. PFM Fund Distributors, Inc. is registered with the SEC as a broker/dealer and is a member of the Financial Industry Regulatory Authority ("FINRA") and the Municipal Securities Rulemaking Board ("MSRB"). You may reach the FINRA by calling the FINRA Regulator Public Disclosure Hotline at 1-888-289-9999 or at the FINRA Regulation Internet website address www.nasd.com. A brochure describing the FINRA Regulation Public Disclosure Program is also available from the FINRA upon request.

Key Terms and Definitions

Dividends on money market funds consist of interest earned, plus any discount ratably amortized to the date of maturity, plus all realized gains and losses on the sale of securities prior to maturity, less ratable amortization of any premium and all accrued expenses to the fund. Dividends are accrued daily and may be paid either monthly or quarterly. The monthly earnings on this statement represent the estimated dividend accrued for the month for any program that distributes earnings on a quarterly basis. There is no guarantee that the estimated amount will be paid on the actual distribution date.

Current Yield is the net change, exclusive of capital changes and income other than investment income, in the value of a hypothetical fund account with a balance of one share over the seven-day base period including the statement date, expressed as a percentage of the value of one share (normally \$1.00 per share) at the beginning of the seven-day period. This resulting net change in account value is then annualized by multiplying it by 365 and dividing the result by 7. The yields quoted should not be considered a representation of the yield of the fund in the future, since the yield is not fixed.

Average maturity represents the average maturity of all securities and investments of a portfolio, determined by multiplying the par or principal value of each security or investment by its maturity (days or years), summing the products, and dividing the sum by the total principal value of the portfolio. The stated maturity date of mortgage backed or callable securities are used in this statement. However the actual maturity of these securities could vary depending on the level or prepayments on the underlying mortgages or whether a callable security has or is still able to be called.

Monthly distribution yield represents the net change in the value of one share (normally \$1.00 per share) resulting from all dividends declared during the month by a fund expressed as a percentage of the value of one share at the beginning of the month. This resulting net change is then annualized by multiplying it by 365 and dividing it by the number of calendar days in the month.

YTM at Cost The yield to maturity at cost is the expected rate of return, based on the original cost, the annual interest receipts, maturity value and the time period from purchase date to maturity, stated as a percentage, on an annualized basis.

YTM at Market The yield to maturity at market is the rate of return, based on the current market value, the annual interest receipts, maturity value and the time period remaining until maturity, stated as a percentage, on an annualized basis.

Managed Account A portfolio of investments managed discretely by PFM according to the client's specific investment policy and requirements. The investments are directly owned by the client and held by the client's custodian.

Unsettled Trade A trade which has been executed however the final consummation of the security transaction and payment has not yet taken place.

Please review the detail pages of this statement carefully. If you think your statement is wrong, missing account information, or if you need more information about a transaction, please contact PFM within 60 days of receipt. If you have other concerns or questions regarding your account you should contact a member of your client management team or PFM Service Operations at the address below.

PFM Asset Management LLC
Attn: Service Operations
One Keystone Plaza, Suite 300
N. Front & Market Sts
Harrisburg, PA 17101



Managed Account Summary Statement

For the Month Ending **September 30, 2015**

CITY OF PALM BAY CORE 1-3 YEAR INVEST - 68890010

Transaction Summary - Managed Account

Opening Market Value	\$17,228,920.98
Maturities/Calls	0.00
Principal Dispositions	0.00
Principal Acquisitions	0.00
Unsettled Trades	0.00
Change in Current Value	30,625.30
Closing Market Value	\$17,259,546.28

Cash Transactions Summary - Managed Account

Maturities/Calls	0.00
Sale Proceeds	0.00
Coupon/Interest/Dividend Income	20,173.29
Principal Payments	0.00
Security Purchases	0.00
Net Cash Contribution	0.00
Reconciling Transactions	0.00

Earnings Reconciliation (Cash Basis) - Managed Account

Interest/Dividends/Coupons Received	20,173.29
Less Purchased Interest Related to Interest/Coupons	0.00
Plus Net Realized Gains/Losses	0.00
Total Cash Basis Earnings	\$20,173.29

Cash Balance

Closing Cash Balance	\$123,328.09
-----------------------------	---------------------

Earnings Reconciliation (Accrual Basis)

	Total
Ending Amortized Value of Securities	17,215,432.11
Ending Accrued Interest	32,170.18
Plus Proceeds from Sales	0.00
Plus Proceeds of Maturities/Calls/Principal Payments	0.00
Plus Coupons/Dividends Received	20,173.29
Less Cost of New Purchases	0.00
Less Beginning Amortized Value of Securities	(17,217,732.17)
Less Beginning Accrued Interest	(37,607.73)
Total Accrual Basis Earnings	\$12,435.68



Portfolio Summary and Statistics

For the Month Ending **September 30, 2015**

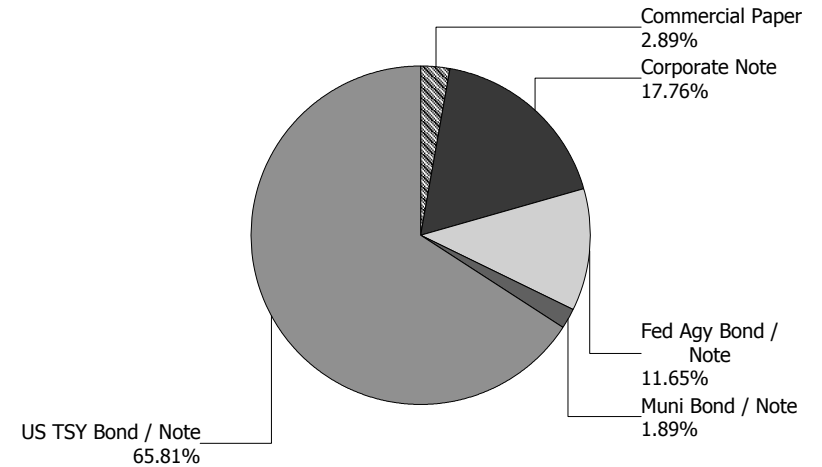
CITY OF PALM BAY CORE 1-3 YEAR INVEST - 68890010

Account Summary

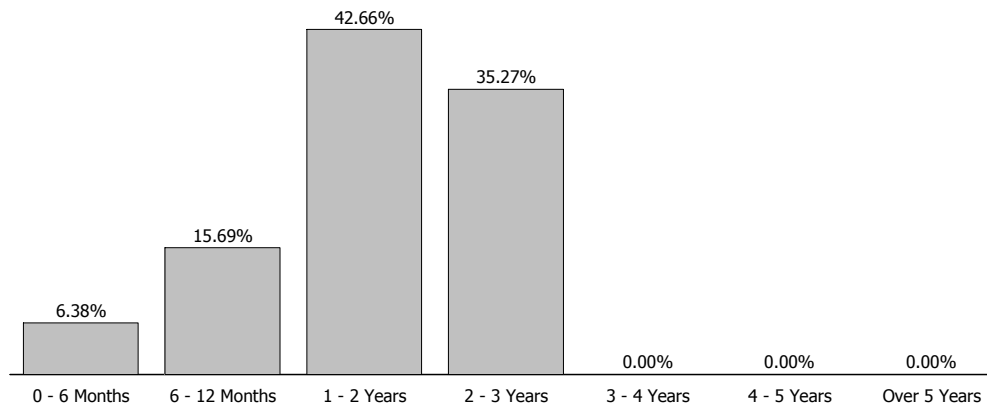
Description	Par Value	Market Value	Percent
U.S. Treasury Bond / Note	11,300,000.00	11,358,475.78	65.81
Municipal Bond / Note	325,000.00	326,281.75	1.89
Federal Agency Bond / Note	2,008,000.00	2,010,068.32	11.65
Corporate Note	3,065,000.00	3,065,376.93	17.76
Commercial Paper	500,000.00	499,343.50	2.89
Managed Account Sub-Total	17,198,000.00	17,259,546.28	100.00%
Accrued Interest		32,170.18	
Total Portfolio	17,198,000.00	17,291,716.46	

Unsettled Trades **0.00** **0.00**

Sector Allocation



Maturity Distribution



Characteristics

Yield to Maturity at Cost	0.88%
Yield to Maturity at Market	0.70%
Duration to Worst	1.62
Weighted Average Days to Maturity	608



Managed Account Issuer Summary

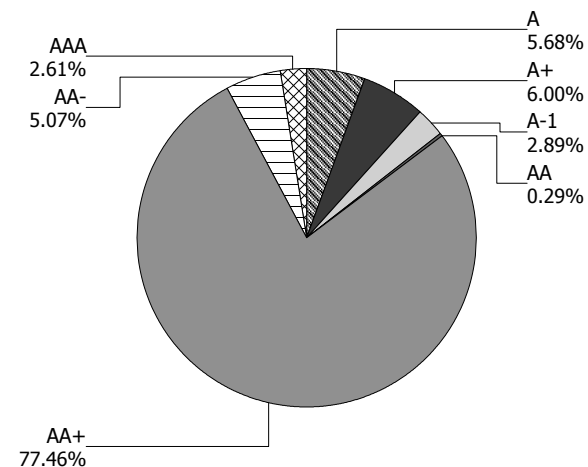
For the Month Ending **September 30, 2015**

CITY OF PALM BAY CORE 1-3 YEAR INVEST - 68890010

Issuer Summary

Issuer	Market Value of Holdings	Percent
AMERICAN HONDA FINANCE	259,548.64	1.50
BANK OF NEW YORK CO INC	299,403.90	1.73
BNP PARIBAS	499,343.50	2.89
CONOCOPHILLIPS	79,926.16	0.46
EXXON MOBIL CORP	451,062.00	2.61
FANNIE MAE	1,001,299.00	5.80
FEDERAL HOME LOAN BANKS	620,843.82	3.60
FREDDIE MAC	387,925.50	2.25
HSBC HOLDINGS PLC	299,178.90	1.73
IBM CORP	473,850.50	2.75
JP MORGAN CHASE & CO	601,078.80	3.48
STATE OF CALIFORNIA	276,130.25	1.60
TOYOTA MOTOR CORP	125,145.75	0.73
UNITED STATES TREASURY	11,358,475.78	65.82
UNIVERSITY OF CALIFORNIA	50,151.50	0.29
WELLS FARGO & COMPANY	476,182.28	2.76
Total	\$17,259,546.28	100.00%

Credit Quality (S&P Ratings)





Managed Account Detail of Securities Held

For the Month Ending **September 30, 2015**

CITY OF PALM BAY CORE 1-3 YEAR INVEST - 68890010

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY NOTES DTD 08/15/2006 4.875% 08/15/2016	912828FQ8	600,000.00	AA+	Aaa	08/25/14	08/26/14	650,812.50	0.55	3,735.73	622,562.31	623,508.00
US TREASURY NOTES DTD 08/31/2011 1.000% 08/31/2016	912828RF9	400,000.00	AA+	Aaa	08/29/13	08/30/13	402,234.38	0.81	340.66	400,686.41	402,234.40
US TREASURY NOTES DTD 08/31/2011 1.000% 08/31/2016	912828RF9	1,150,000.00	AA+	Aaa	02/27/14	02/28/14	1,164,464.84	0.49	979.40	1,155,313.36	1,156,423.90
US TREASURY NOTES DTD 11/30/2011 0.875% 11/30/2016	912828RU6	810,000.00	AA+	Aaa	11/27/13	12/03/13	817,245.71	0.57	2,381.86	812,833.32	814,102.65
US TREASURY NOTES DTD 11/30/2011 0.875% 11/30/2016	912828RU6	900,000.00	AA+	Aaa	10/31/13	11/01/13	906,925.78	0.62	2,646.52	902,633.42	904,558.50
US TREASURY NOTES DTD 01/03/2012 0.875% 12/31/2016	912828RX0	1,375,000.00	AA+	Aaa	12/05/14	12/09/14	1,380,209.96	0.69	3,040.51	1,378,163.78	1,381,892.88
US TREASURY NOTES DTD 03/31/2012 1.000% 03/31/2017	912828SM3	300,000.00	AA+	Aaa	03/19/14	03/21/14	300,644.53	0.93	8.20	300,321.11	302,187.60
US TREASURY NOTES DTD 04/30/2012 0.875% 04/30/2017	912828SS0	915,000.00	AA+	Aaa	10/01/14	10/06/14	915,714.84	0.84	3,350.44	915,442.65	919,575.00
US TREASURY NOTES DTD 08/31/2012 0.625% 08/31/2017	912828TM2	755,000.00	AA+	Aaa	02/02/15	02/03/15	754,380.66	0.66	401.87	754,537.77	754,970.56
US TREASURY NOTES DTD 04/01/2013 0.750% 03/31/2018	912828UU2	570,000.00	AA+	Aaa	04/28/15	04/30/15	567,951.56	0.88	11.68	568,244.27	569,183.76
US TREASURY NOTES DTD 04/01/2013 0.750% 03/31/2018	912828UU2	990,000.00	AA+	Aaa	02/26/15	02/27/15	981,028.13	1.05	20.29	982,723.05	988,582.32
US TREASURY NOTES DTD 04/01/2013 0.750% 03/31/2018	912828UU2	1,100,000.00	AA+	Aaa	03/26/15	03/27/15	1,091,750.00	1.00	22.54	1,093,140.25	1,098,424.80
US TREASURY NOTES DTD 04/30/2013 0.625% 04/30/2018	912828UZ1	615,000.00	AA+	Aaa	05/28/15	05/29/15	609,042.19	0.96	1,608.53	609,727.10	611,845.05
US TREASURY NOTES DTD 07/31/2013 1.375% 07/31/2018	912828VQ0	820,000.00	AA+	Aaa	07/01/15	07/06/15	826,726.56	1.10	1,899.59	826,215.04	830,986.36



Managed Account Detail of Securities Held

For the Month Ending **September 30, 2015**

CITY OF PALM BAY CORE 1-3 YEAR INVEST - 68890010

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Security Type Sub-Total		11,300,000.00					11,369,131.64	0.78	20,447.82	11,322,543.84	11,358,475.78
Municipal Bond / Note											
UNIV OF CAL TXBL REV BONDS DTD 10/02/2013 0.907% 05/15/2016	91412GSX4	50,000.00	AA	Aa2	09/26/13	10/02/13	50,000.00	0.91	171.32	50,000.00	50,151.50
CA ST TAXABLE GO BONDS DTD 11/05/2013 1.250% 11/01/2016	13063CFD7	275,000.00	AA-	Aa3	10/22/13	11/05/13	276,289.75	1.09	1,432.29	275,472.21	276,130.25
Security Type Sub-Total		325,000.00					326,289.75	1.06	1,603.61	325,472.21	326,281.75
Federal Agency Bond / Note											
FHLMC REFERENCE NOTE DTD 01/16/2015 0.500% 01/27/2017	3137EADU0	388,000.00	AA+	Aaa	01/15/15	01/16/15	387,321.00	0.59	344.89	387,557.06	387,925.50
FHLB GLOBAL NOTES (CALLABLE) DTD 03/24/2015 0.840% 03/24/2017	3130A4QV7	300,000.00	AA+	Aaa	03/17/15	03/24/15	300,000.00	0.84	49.00	300,000.00	300,811.50
FNMA NOTES DTD 03/10/2014 0.750% 04/20/2017	3135G0ZB2	1,000,000.00	AA+	Aaa	08/25/14	08/26/14	994,830.00	0.95	3,354.17	996,956.23	1,001,299.00
FHLB GLOBAL NOTES DTD 05/15/2015 0.625% 05/30/2017	3130A5EP0	320,000.00	AA+	Aaa	05/14/15	05/15/15	319,734.40	0.67	672.22	319,783.19	320,032.32
Security Type Sub-Total		2,008,000.00					2,001,885.40	0.82	4,420.28	2,004,296.48	2,010,068.32
Corporate Note											
JPMORGAN CHASE & CO GLOBAL NOTES DTD 02/26/2013 1.125% 02/26/2016	46623EJU4	600,000.00	A	A3	02/21/13	02/26/13	599,274.00	1.17	656.25	599,901.11	601,078.80
WELLS FARGO & COMPANY (FLOATING) DTD 07/29/2013 0.817% 07/20/2016	94974BFM7	475,000.00	A+	A2	07/22/13	07/29/13	475,000.00	0.80	786.93	475,000.00	476,182.28
TOYOTA MOTOR CREDIT CORP NOTE DTD 01/12/2015 1.450% 01/12/2018	89236TCA1	125,000.00	AA-	Aa3	01/07/15	01/12/15	124,828.75	1.50	397.74	124,869.15	125,145.75
IBM CORP NOTES DTD 02/06/2015 1.125% 02/06/2018	459200HZ7	475,000.00	AA-	Aa3	02/03/15	02/06/15	473,551.25	1.23	816.41	473,862.13	473,850.50



Managed Account Detail of Securities Held

For the Month Ending **September 30, 2015**

CITY OF PALM BAY CORE 1-3 YEAR INVEST - 68890010

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
HSBC USA CORP NOTES DTD 03/05/2015 1.700% 03/05/2018	40428HPQ9	300,000.00	A	A2	04/09/15	04/14/15	301,020.00	1.58	368.33	300,860.83	299,178.90
EXXON MOBIL CORP NOTES DTD 03/06/2015 1.305% 03/06/2018	30231GAL6	450,000.00	AAA	Aaa	03/04/15	03/06/15	450,000.00	1.31	407.81	450,000.00	451,062.00
AMERICAN HONDA FINANCE CORP NOTES DTD 03/13/2015 1.500% 03/13/2018	02665WAT8	260,000.00	A+	A1	03/10/15	03/13/15	259,651.60	1.55	195.00	259,714.29	259,548.64
CONOCOPHILLIPS COMPANY CORP NOTE DTD 05/18/2015 1.500% 05/15/2018	20826FAL0	80,000.00	A	A2	05/13/15	05/18/15	79,990.40	1.50	443.33	79,991.54	79,926.16
BANK OF NEW YORK MELLON CORP DTD 05/29/2015 1.600% 05/22/2018	06406HDB2	300,000.00	A+	A1	05/22/15	05/29/15	299,973.00	1.60	1,626.67	299,975.80	299,403.90
Security Type Sub-Total		3,065,000.00					3,063,289.00	1.28	5,698.47	3,064,174.85	3,065,376.93
Commercial Paper											
BNP PARIBAS NY BRANCH COMM PAPER -- 0.000% 02/09/2016	09659BB90	500,000.00	A-1	P-1	05/15/15	05/18/15	497,849.17	0.58	0.00	498,944.73	499,343.50
Security Type Sub-Total		500,000.00					497,849.17	0.58	0.00	498,944.73	499,343.50
Managed Account Sub-Total		17,198,000.00					17,258,444.96	0.88	32,170.18	17,215,432.11	17,259,546.28
Securities Sub-Total		\$17,198,000.00					\$17,258,444.96	0.88%	\$32,170.18	\$17,215,432.11	\$17,259,546.28
Accrued Interest											\$32,170.18
Total Investments											\$17,291,716.46



Managed Account Fair Market Value & Analytics

For the Month Ending **September 30, 2015**

CITY OF PALM BAY CORE 1-3 YEAR INVEST - 68890010

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	Broker	Next Call Date	Market Price	Market Value	Unreal G/L On Cost	Unreal G/L Amort Cost	Effective Duration	Duration to Worst at Mkt	YTM
U.S. Treasury Bond / Note											
US TREASURY NOTES DTD 08/15/2006 4.875% 08/15/2016	912828FO8	600,000.00	BARCLAYS		103.92	623,508.00	(27,304.50)	945.69	0.86	0.86	0.38
US TREASURY NOTES DTD 08/31/2011 1.000% 08/31/2016	912828RF9	400,000.00	JPMCHASE		100.56	402,234.40	0.02	1,547.99	0.91	0.91	0.39
US TREASURY NOTES DTD 08/31/2011 1.000% 08/31/2016	912828RF9	1,150,000.00	BARCLAYS		100.56	1,156,423.90	(8,040.94)	1,110.54	0.91	0.91	0.39
US TREASURY NOTES DTD 11/30/2011 0.875% 11/30/2016	912828RU6	810,000.00	GOLDMAN		100.51	814,102.65	(3,143.06)	1,269.33	1.16	1.16	0.44
US TREASURY NOTES DTD 11/30/2011 0.875% 11/30/2016	912828RU6	900,000.00	BARCLAYS		100.51	904,558.50	(2,367.28)	1,925.08	1.16	1.16	0.44
US TREASURY NOTES DTD 01/03/2012 0.875% 12/31/2016	912828RX0	1,375,000.00	BARCLAYS		100.50	1,381,892.88	1,682.92	3,729.10	1.24	1.24	0.47
US TREASURY NOTES DTD 03/31/2012 1.000% 03/31/2017	912828SM3	300,000.00	BARCLAYS		100.73	302,187.60	1,543.07	1,866.49	1.49	1.49	0.51
US TREASURY NOTES DTD 04/30/2012 0.875% 04/30/2017	912828SS0	915,000.00	GOLDMAN		100.50	919,575.00	3,860.16	4,132.35	1.57	1.57	0.56
US TREASURY NOTES DTD 08/31/2012 0.625% 08/31/2017	912828TM2	755,000.00	HSBC		100.00	754,970.56	589.90	432.79	1.90	1.90	0.63
US TREASURY NOTES DTD 04/01/2013 0.750% 03/31/2018	912828UU2	570,000.00	BNP PARI		99.86	569,183.76	1,232.20	939.49	2.47	2.47	0.81
US TREASURY NOTES DTD 04/01/2013 0.750% 03/31/2018	912828UU2	990,000.00	BARCLAYS		99.86	988,582.32	7,554.19	5,859.27	2.47	2.47	0.81
US TREASURY NOTES DTD 04/01/2013 0.750% 03/31/2018	912828UU2	1,100,000.00	HSBC		99.86	1,098,424.80	6,674.80	5,284.55	2.47	2.47	0.81
US TREASURY NOTES DTD 04/30/2013 0.625% 04/30/2018	912828UZ1	615,000.00	CITIGRP		99.49	611,845.05	2,802.86	2,117.95	2.55	2.55	0.83
US TREASURY NOTES DTD 07/31/2013 1.375% 07/31/2018	912828VQ0	820,000.00	CITIGRP		101.34	830,986.36	4,259.80	4,771.32	2.77	2.77	0.90
Security Type Sub-Total		11,300,000.00				11,358,475.78	(10,655.86)	35,931.94	1.71	1.71	0.60
Municipal Bond / Note											
UNIV OF CAL TXBL REV BONDS DTD 10/02/2013 0.907% 05/15/2016	91412GSX4	50,000.00	BARCLAYS		100.30	50,151.50	151.50	151.50	0.62	0.62	0.42



Managed Account Fair Market Value & Analytics

For the Month Ending **September 30, 2015**

CITY OF PALM BAY CORE 1-3 YEAR INVEST - 68890010

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	Broker	Next Call Date	Market Price	Market Value	Unreal G/L On Cost	Unreal G/L Amort Cost	Effective Duration	Duration to Worst at Mkt	YTM
Municipal Bond / Note											
CA ST TAXABLE GO BONDS DTD 11/05/2013 1.250% 11/01/2016	13063CFD7	275,000.00	CITIGRP		100.41	276,130.25	(159.50)	658.04	1.07	1.07	0.87
Security Type Sub-Total		325,000.00				326,281.75	(8.00)	809.54	1.00	1.00	0.80
Federal Agency Bond / Note											
FHLMC REFERENCE NOTE DTD 01/16/2015 0.500% 01/27/2017	3137EADU0	388,000.00	BARCLAYS		99.98	387,925.50	604.50	368.44	1.32	1.32	0.51
FHLB GLOBAL NOTES (CALLABLE) DTD 03/24/2015 0.840% 03/24/2017	3130A4OV7	300,000.00	CITIGRP	03/24/16	100.27	300,811.50	811.50	811.50	1.06	0.48	0.66
FNMA NOTES DTD 03/10/2014 0.750% 04/20/2017	3135G0ZB2	1,000,000.00	SOC GEN		100.13	1,001,299.00	6,469.00	4,342.77	1.54	1.54	0.67
FHLB GLOBAL NOTES DTD 05/15/2015 0.625% 05/30/2017	3130A5EP0	320,000.00	CITIGRP		100.01	320,032.32	297.92	249.13	1.65	1.65	0.62
Security Type Sub-Total		2,008,000.00				2,010,068.32	8,182.92	5,771.84	1.44	1.36	0.63
Corporate Note											
JPMORGAN CHASE & CO GLOBAL NOTES DTD 02/26/2013 1.125% 02/26/2016	46623EJU4	600,000.00	JPMCHASE		100.18	601,078.80	1,804.80	1,177.69	0.40	0.40	0.68
WELLS FARGO & COMPANY (FLOATING) DTD 07/29/2013 0.817% 07/20/2016	94974BFM7	475,000.00	WELLSFAR		100.25	476,182.28	1,182.28	1,182.28	0.25	0.80	0.52
TOYOTA MOTOR CREDIT CORP NOTE DTD 01/12/2015 1.450% 01/12/2018	89236TCA1	125,000.00	MERRILL		100.12	125,145.75	317.00	276.60	2.23	2.23	1.40
IBM CORP NOTES DTD 02/06/2015 1.125% 02/06/2018	459200HZ7	475,000.00	CITIGRP		99.76	473,850.50	299.25	(11.63)	2.31	2.31	1.23
HSBC USA CORP NOTES DTD 03/05/2015 1.700% 03/05/2018	40428HPO9	300,000.00	HSBC		99.73	299,178.90	(1,841.10)	(1,681.93)	2.37	2.37	1.82
EXXON MOBIL CORP NOTES DTD 03/06/2015 1.305% 03/06/2018	30231GAL6	450,000.00	JPMCHASE		100.24	451,062.00	1,062.00	1,062.00	2.39	2.39	1.21
AMERICAN HONDA FINANCE CORP NOTES DTD 03/13/2015 1.500% 03/13/2018	02665WAT8	260,000.00	MORGANST		99.83	259,548.64	(102.96)	(165.65)	2.40	2.40	1.57
CONOCOPHILLIPS COMPANY CORP NOTE DTD 05/18/2015 1.500% 05/15/2018	20826FAL0	80,000.00	MERRILL		99.91	79,926.16	(64.24)	(65.38)	2.55	2.55	1.54



Managed Account Fair Market Value & Analytics

For the Month Ending **September 30, 2015**

CITY OF PALM BAY CORE 1-3 YEAR INVEST - 68890010

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	Broker	Next Call Date	Market Price	Market Value	Unreal G/L On Cost	Unreal G/L Amort Cost	Effective Duration	Duration to Worst at Mkt	YTM
Corporate Note											
BANK OF NEW YORK MELLON CORP DTD 05/29/2015 1.600% 05/22/2018	06406HDB2	300,000.00	GOLDMAN		99.80	299,403.90	(569.10)	(571.90)	2.56	2.56	1.68
Security Type Sub-Total		3,065,000.00				3,065,376.93	2,087.93	1,202.08	1.67	1.75	1.15
Commercial Paper											
BNP PARIBAS NY BRANCH COMM PAPER -- 0.000% 02/09/2016	09659BB90	500,000.00	BNP PARI		99.87	499,343.50	1,494.33	398.77	0.36	0.36	0.36
Security Type Sub-Total		500,000.00				499,343.50	1,494.33	398.77	0.36	0.36	0.36
Managed Account Sub-Total		17,198,000.00				17,259,546.28	1,101.32	44,114.17	1.62	1.62	0.70
Securities Sub-Total		\$17,198,000.00				\$17,259,546.28	\$1,101.32	\$44,114.17	1.62	1.62	0.70%
Accrued Interest						\$32,170.18					
Total Investments						\$17,291,716.46					



Managed Account Security Transactions & Interest

For the Month Ending **September 30, 2015**

CITY OF PALM BAY CORE 1-3 YEAR INVEST - 68890010

Transaction Type		Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
Trade	Settle									
INTEREST										
09/01/15	09/01/15	MONEY MARKET FUND	MONEY0002	0.00	0.00	2.04	2.04			
09/05/15	09/05/15	HSBC USA CORP NOTES DTD 03/05/2015 1.700% 03/05/2018	40428HPQ9	300,000.00	0.00	2,550.00	2,550.00			
09/06/15	09/06/15	EXXON MOBIL CORP NOTES DTD 03/06/2015 1.305% 03/06/2018	30231GAL6	450,000.00	0.00	2,936.25	2,936.25			
09/13/15	09/13/15	AMERICAN HONDA FINANCE CORP NOTES DTD 03/13/2015 1.500% 03/13/2018	02665WAT8	260,000.00	0.00	1,950.00	1,950.00			
09/24/15	09/24/15	FHLB GLOBAL NOTES (CALLABLE) DTD 03/24/2015 0.840% 03/24/2017	3130A4OV7	300,000.00	0.00	1,260.00	1,260.00			
09/30/15	09/30/15	US TREASURY NOTES DTD 04/01/2013 0.750% 03/31/2018	912828UU2	990,000.00	0.00	3,712.50	3,712.50			
09/30/15	09/30/15	US TREASURY NOTES DTD 04/01/2013 0.750% 03/31/2018	912828UU2	570,000.00	0.00	2,137.50	2,137.50			
09/30/15	09/30/15	US TREASURY NOTES DTD 03/31/2012 1.000% 03/31/2017	912828SM3	300,000.00	0.00	1,500.00	1,500.00			
09/30/15	09/30/15	US TREASURY NOTES DTD 04/01/2013 0.750% 03/31/2018	912828UU2	1,100,000.00	0.00	4,125.00	4,125.00			
Transaction Type Sub-Total				4,270,000.00	0.00	20,173.29	20,173.29			
Managed Account Sub-Total					0.00	20,173.29	20,173.29			
Total Security Transactions					\$0.00	\$20,173.29	\$20,173.29			



MEMO TO: Honorable Mayor and Members of City Council

FROM: Terese M. Jones, City Clerk

DATE: December 1, 2015

SUBJECT: Florida League of Mayors Fly-In Conference
January 13-14, 2016

The Florida League of Mayors Fly-In Conference will be held at the DoubleTree Hotel in Tallahassee on January 13-14, 2016.

Councilmembers interested in attending need to announce same at tonight's meeting. If you are attending, you will be given a registration form to complete. Please return the form to Rosemarie by Wednesday, December 2nd, so all travel arrangements can be made and hotel accommodations secured.

The cost per person is approximately \$270.00.

Council has a balance of \$9,170 in its travel account.

/ras
Attachment