



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

Mayor
WILLIAM CAPOTE

Deputy Mayor
JEFF BAILEY

Councilmembers
MICHELE PACCIONE
HARRY SANTIAGO, JR.
TRES HOLTON

AGENDA

REGULAR COUNCIL MEETING NO. 2016-04

THURSDAY

February 18, 2016 - 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. One (1) term expiring on Police and Firefighters' Retirement Pension Plan, Board of Trustees (represents 'city resident who is not a beneficiary of pension plan').+

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. Recognizing City boardmembers – ten (10) years or more of service as a volunteer.
2. Recognizing Landen Slater, Westside Elementary – winner of Florida "Doodle 4 Google" contest.
3. American Legion Walk for Veterans Day – February 20, 2016.

PRESENTATIONS:

1. Yvonne McDonald, Finance Director – December 2015 financial report.

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

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. 2016-09, providing for the annexation of certain real property located west of and adjacent to Babcock Street, in the vicinity north of Centerlane Road and south of Micco Road, into the City (244.42 acres) (Case No. A-1-2016, Roy Wayne Yates), for first reading.
2. Ordinance No. 2016-10, amending the City's Comprehensive Plan Future Land Use Map to change the designated use of property located west of and adjacent to Babcock Street, in the vicinity north of Centerlane Road and south of Micco Road from Residential 1:2.5 (Brevard County) to Rural Single Family Use (244.42 acres)(Case No. CP-1-2016, Roy Wayne Yates), for first reading.
- ♣3. Ordinance No. 2016-11, rezoning property located west of and adjacent to Babcock Street, in the vicinity north of Centerlane Road and south of Micco Road, from AU (Agricultural Residential Classification) and AGR (Agricultural Classification) (Brevard County) to GU (General Use Holding District) (244.42 acres)(Case No. CPZ-1-2016, Roy Wayne Yates), for first reading.
- ♣4. Request by Palladio Development, LLC for a final subdivision to be known as Palladio Subdivision in RS-2 (Single Family Residential District) (1.38 acres)(Case No. FS-3-2015).

PROCUREMENTS:

Award of Proposals:

- * 1. Polymer, purchase and delivery – RFP No. 19-0-2016 – Utilities Department (Solenis LLC - \$30,000).
- * 2. Smoke testing, sanitary sewer gravity lines – RFP No. 25-0-2016 – Utilities Department (USSI, Inc. - \$46,000).
- * 3. Fuel site upgrades, Main Street and Malabar Road fuel sites – RFP No. 26-0-2016 – Fleet Services Division (Guardian Fueling Technologies - \$73,865).

Contracts:

- * 1. Utility State Revolving Fund facility plan, water and wastewater service expansion projects – TO 16-02 – Utilities Department (Wade Trim, Inc. - \$110,266).
- * 2. Design and permitting, Palm Vista water main and force main – TO 16-03 – Utilities Department (Wade Trim, Inc. - \$129,978).

Miscellaneous:

- * 1. Continuing consultant engineering services agreement, stormwater utility review and audit – RFQ No. 09-0-2016 (Government Services Group, Inc. - \$200,000).
- * 2. Architectural and engineering continuing consultant services, various citywide projects – RFQ No. 13-0-2016 (Architects RZK, Inc.; Don Facciobene, Inc.; and MBV Engineering, Inc.).

- * 3. Land development review, engineering and inspection continuing consultant services, various citywide projects – RFQ No. 30-0-2016 (MBV Engineering, Inc.; B.S.E. Consultants, Inc.; and Bowman Consulting Group).

UNFINISHED AND OLD BUSINESS:

1. Appointment of members to the Building and Construction Advisory Committee – one (1) at-large; five (5) Council appointments.
2. Appointment of members to the Code Enforcement Board – two (2) at-large; five (5) Council appointments.
3. Appointment of members to the Planning and Zoning Board – two (2) at-large; five (5) Council appointments.
4. Appointment of members to the Recreation Advisory Board – two (2) at-large; five (5) Council appointments.
5. Appointment of members to the Library Advisory Board – five (5) Council appointments.
6. Appointment of members to the Utilities Advisory Board – five (5) Council appointments.

COMMITTEE AND COUNCIL REPORTS:

NEW BUSINESS:

- * 1. Resolution No. 2016-08, authorizing a second amendment to the Trust Indenture and Security Agreement in connection with the City's first mortgage revenue bonds, Series 2014A, and its subordinate mortgage revenue bonds, Series 2014B (Riverview Senior Resort project).
- * 2. Consideration of finance plan to refund the Utility System Refunding Revenue Bonds, Series 2005B.
- * 3. Acknowledgement of the City's monthly financial report for December 2015.
- 4. Consideration of the acceptance of:
 - a) real property conveyed to the City by the Brevard County Board of County Commissioners (Palm Bay Regional Park and The Greater Palm Bay Senior Center);
 - b) operational responsibilities of the Palm Bay Aquatic Center.

ADMINISTRATIVE AND LEGAL REPORTS:

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

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.

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

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: February 18, 2016

SUBJECT: One (1) Term Expiring – Police and Firefighters' Retirement Pension Plan, Board of Trustees

A handwritten signature in blue ink, likely belonging to Terese M. Jones, the City Clerk.

The term of James Brock on the above subject board will expire on March 31, 2016.

Applications are being accepted from City residents who are not a beneficiary of the pension plan.

The position needs to be announced and applications solicited at tonight's meeting. An appointment will be made at the regular Council meeting to be held on March 17, 2016.

If you should have any questions, please advise.

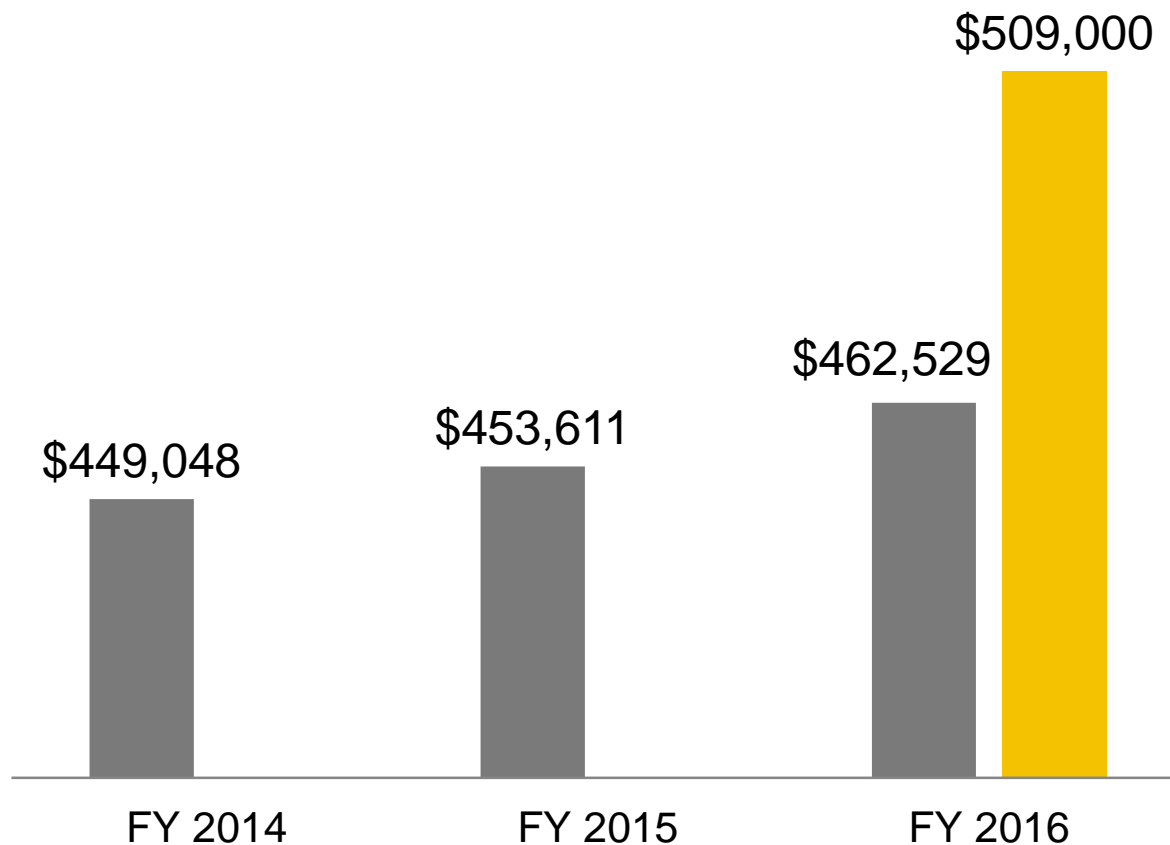
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DECEMBER 2015 FINANCIAL UPDATE

FEBRUARY 18, 2016

BUSINESS TAX RECEIPTS REVENUE

■ Oct - Dec ■ FY 16 Budget



BT Applications

(Home & Commercial)

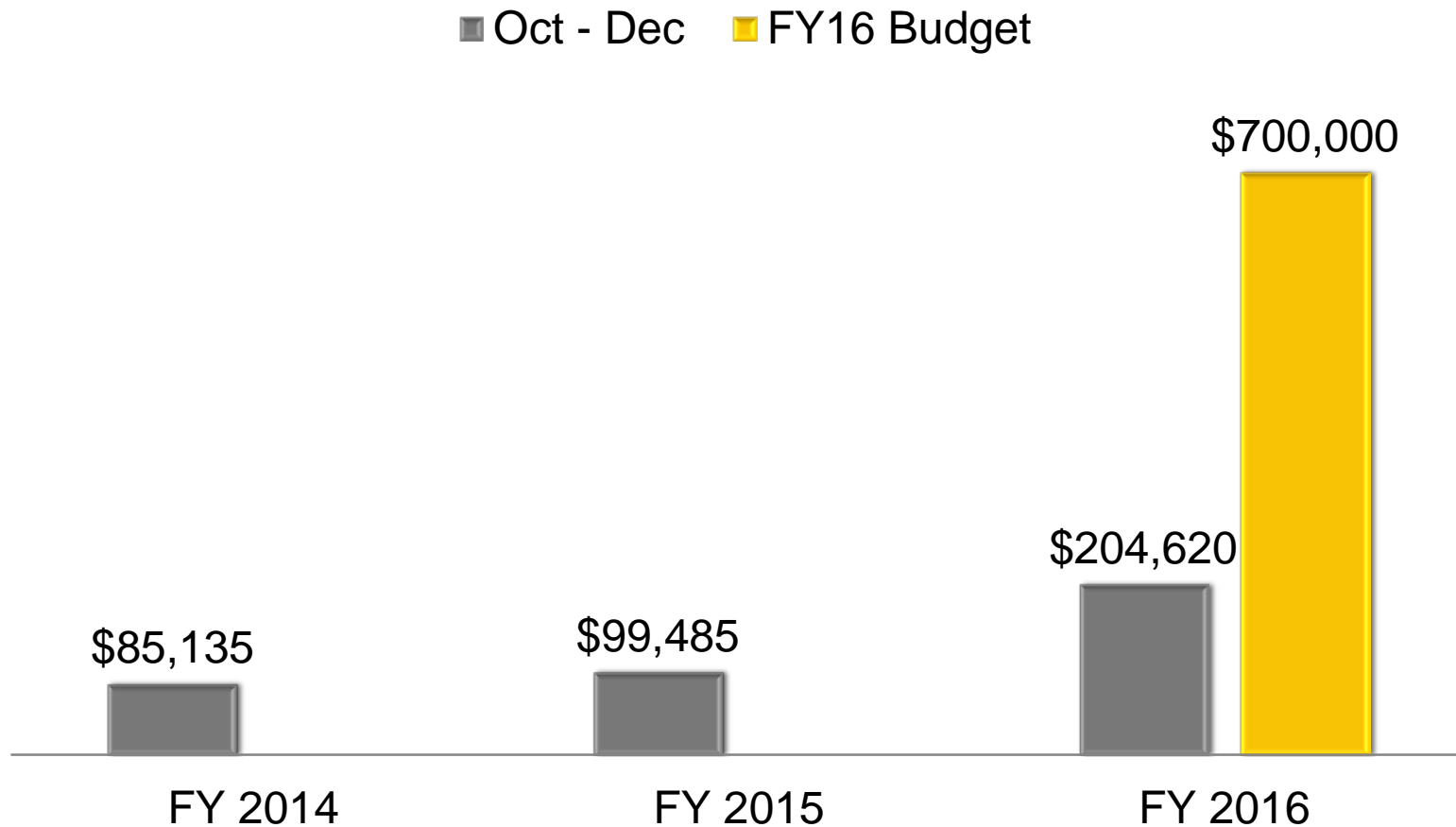
Oct - Dec

FY14 126

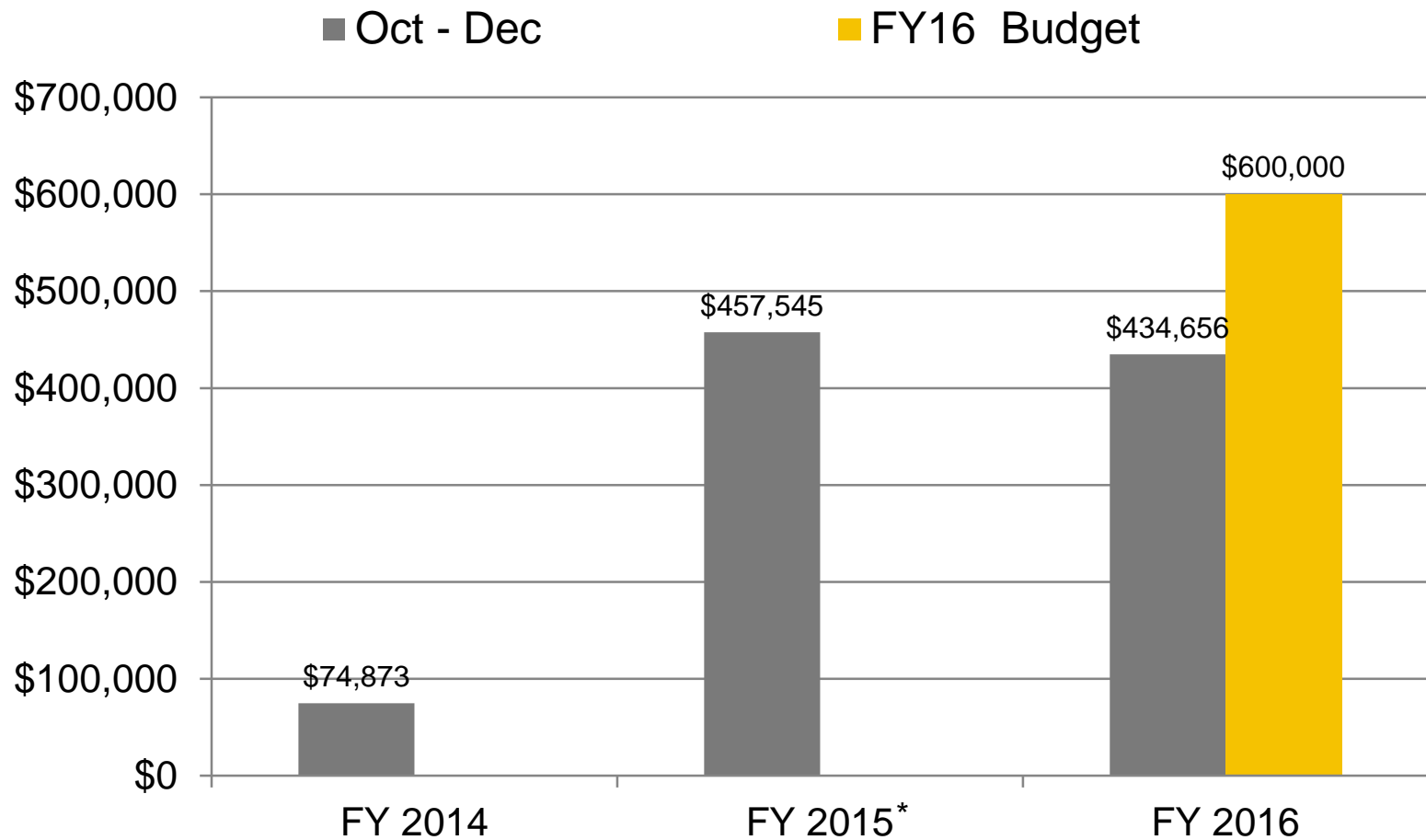
FY15 111

FY16 130

BUILDING PERMIT REVENUE



TRANSPORTATION IMPACT FEE REVENUE

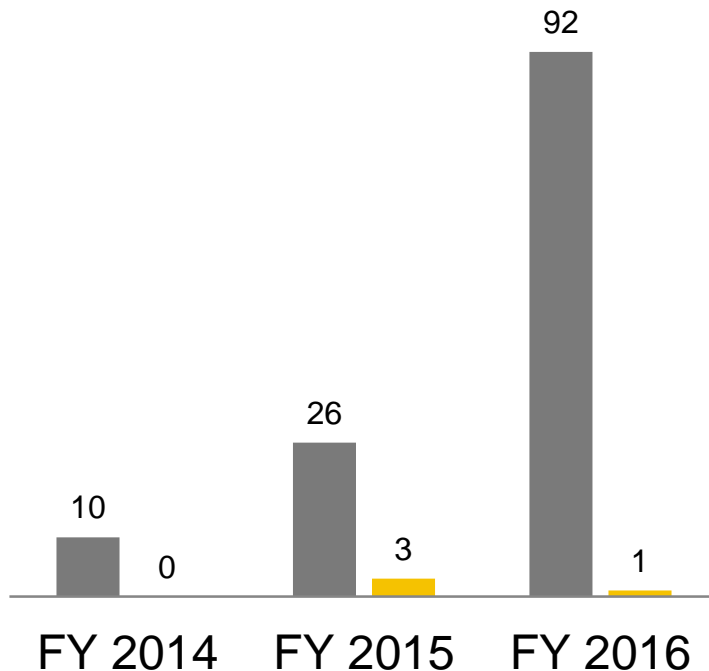


*Included single payment of \$257,192 for Harris High Tech Building

IMPACT FEES – OCTOBER THRU DECEMBER

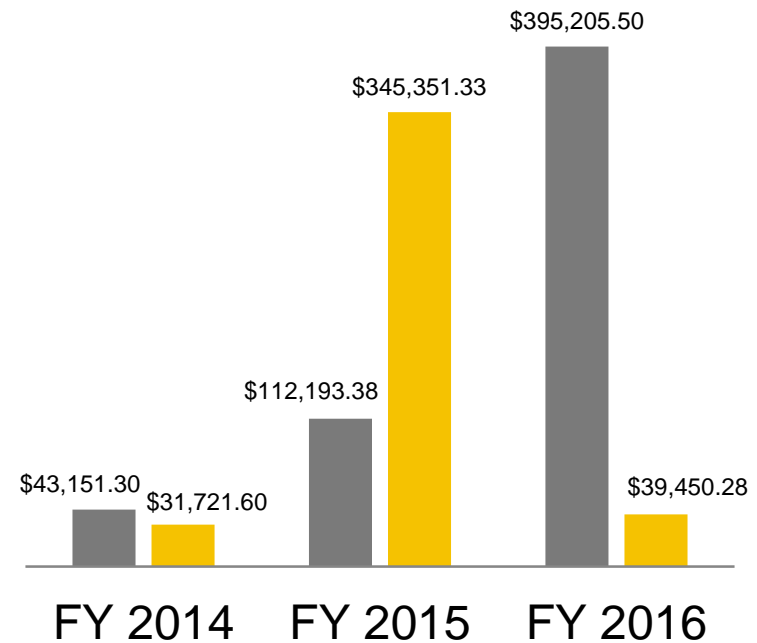
CONSTRUCTION

■ Residential ■ Commercial



COLLECTIONS

■ Residential ■ Commercial



FY 16 G/F REVENUES COLLECTED (OCT-DEC)

	FY 2016 Adopt Budget	FY 2016 Adj Budget	FY 2016 YTD Actual	FY 16 YTD Revenues Uncollected	FY 16 Adj Budget Collect to Date
<u>GENERAL FUND</u>					
Taxes	39,742,290	39,742,290	20,685,041	(19,057,249)	52.05%
Other Fees & Permits	5,398,120	5,398,120	456,283	(4,941,837)	8.45%
Intergov. Revenues	10,049,393	10,049,393	797,138	(9,252,255)	7.93%
Charges for Services	2,714,153	2,714,153	609,069	(2,105,084)	22.44%
Fines & Forfeits	536,200	536,200	80,219	(455,981)	14.96%
Misc. Revenues	447,860	447,860	177,499	(270,361)	39.63%
Other Sources	2,061,511	2,061,511	515,378	(1,546,133)	25.00%
Non-Operating	<u>0</u>	<u>432,532</u>	<u>0</u>	<u>(432,532)</u>	0.00%
TOTAL GENERAL FUND	60,949,527	61,382,059	23,320,627	(38,061,432)	37.99%

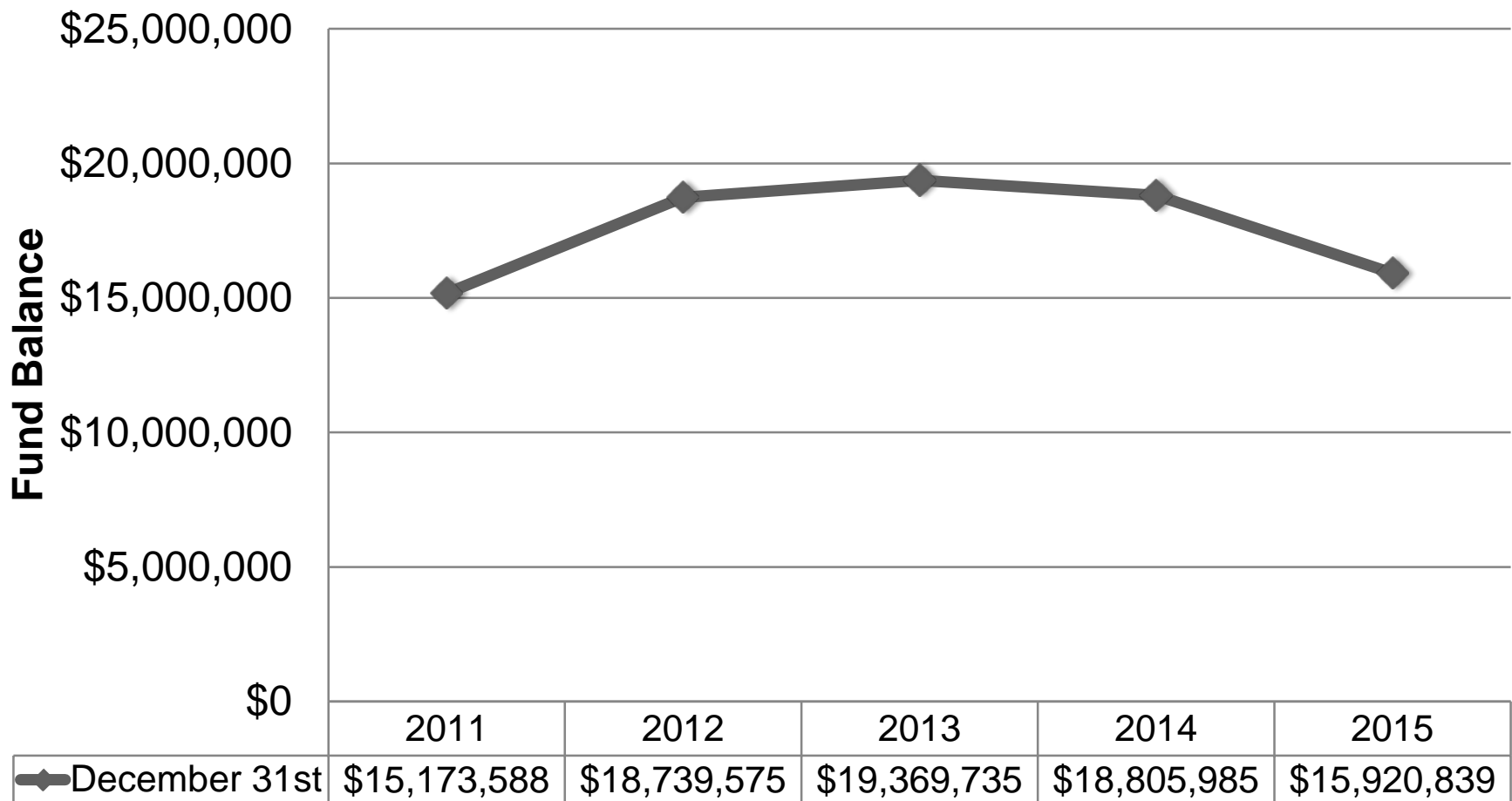
FY 16 G/F EXPENDITURES (OCT-DEC)

	FY 2016 Adopt Budget	FY 2016 Adj Budget	FY 2016 YTD Actual	FY 16 YTD Adj Budget Spent to Date
<u>GENERAL FUND</u>				
Legislative	676,674	676,674	190,012	28.08%
City Manager	1,019,423	582,305	217,682	37.38%
City Attorney	622,903	622,903	528,616	84.86%
Finance	1,729,614	1,730,406	381,762	22.06%
Comm & Info Tech	2,342,574	2,407,799	729,135	30.28%
Human Resources	582,129	582,129	120,382	20.68%
Growth Mgmt	532,361	547,561	126,269	23.06%
Economic Development	0	437,118	113,082	25.87%
Parks & Recreation	2,587,074	2,612,590	673,041	25.76%
Facilities Department	1,941,874	2,047,554	508,075	24.81%
Police	19,461,986	19,588,392	4,519,534	23.07%
Fire	13,233,577	13,233,577	3,286,579	24.84%
Public Works	4,846,861	4,940,574	1,126,919	22.81%
General Government	<u>11,372,477</u>	<u>11,372,477</u>	<u>3,204,638</u>	28.18%
TOTAL GENERAL FUND	60,949,527	61,382,059	15,725,726	25.62%

FY 16 GENERAL FUND AMENDED BUDGET CHANGES FROM FY 15

GENERAL FUND	FY 15	FY16	\$ Change	% Change
Personal Services	47,223,797	46,785,599	-438,198	-1%
Operating	6,339,771	6,659,256	319,485	5%
Capital Outlay	111,690	228,358	116,668	104%
Contributions	36,825	31,200	-5,625	-15%
Transfers	5,261,966	7,234,424	1,972,458	37%
Reserves	<u>55,761</u>	<u>443,222</u>	<u>387,461</u>	695%
TOTAL AMENDED BUDGET	59,029,810	61,382,059	2,352,249	4%

G/F FUND BALANCES END OF 1ST QUARTER



FY 16 ENTERPRISE FUNDS (OCT-DEC)

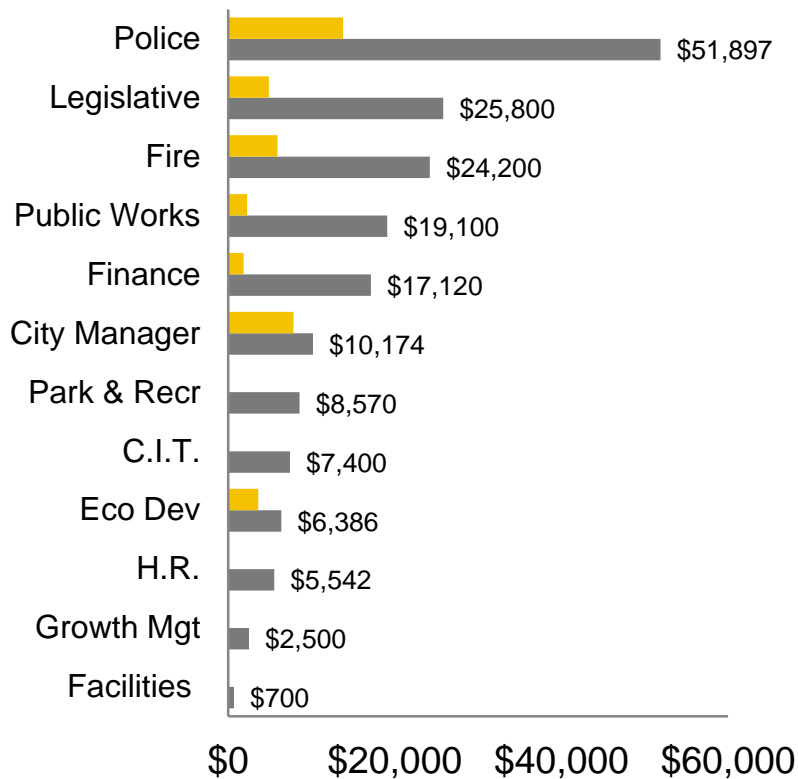
Fund	FY 2016 Adopt Budget	FY 2016 Adj Budget	FY 2016 YTD Actual	FY 16 Adjust Budget Collect/ Spent to Date
<u>Revenues</u>				
Utility Operating	28,760,626	29,488,783	4,597,061	15.59%
Building	1,128,375	1,128,375	328,879	29.15%
Stormwater	4,106,951	4,814,221	1,224,897	25.44%
Solid Waste	5,600,000	5,600,000	1,398,147	24.97%
<u>Expenditures</u>				
Utility Operating	28,760,626	29,488,783	5,016,906	17.01%
Building	1,128,375	1,128,375	224,392	19.89%
Stormwater	4,106,951	4,814,221	921,325	19.14%
Solid Waste	5,600,000	5,600,000	934,326	16.68%

FY 16 INTERNAL SERVICE FUNDS (OCT-DEC)

Fund	FY 2016 Adopt Budget	FY 2016 Adj Budget	FY 2016 YTD Actual	FY 16 Adjust Budget Collect/ Spent to Date
<u>Revenues</u>				
Employee Health Insurance	10,687,372	10,687,372	2,510,050	23.49%
Risk	3,542,888	3,550,769	916,080	25.80%
Other Employee Benefits	2,874,306	2,874,306	673,577	23.43%
Fleet	3,445,415	3,558,102	748,163	21.03%
<u>Expenditures</u>				
Employee Health Insurance	10,687,372	10,687,372	2,153,315	20.15%
Risk	3,542,888	3,550,769	876,459	24.68%
Other employee Benefits	2,874,306	2,874,306	514,271	17.89%
Fleet	3,445,415	3,558,102	668,202	18.78%

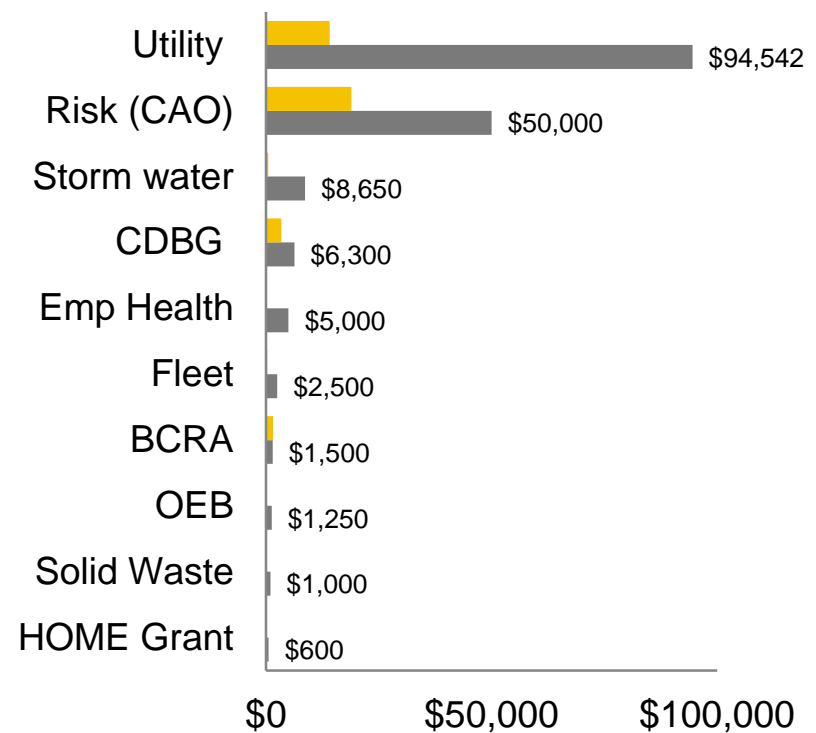
FY 15 TRAVEL & TRAINING (1ST QUARTER)

GENERAL FUND



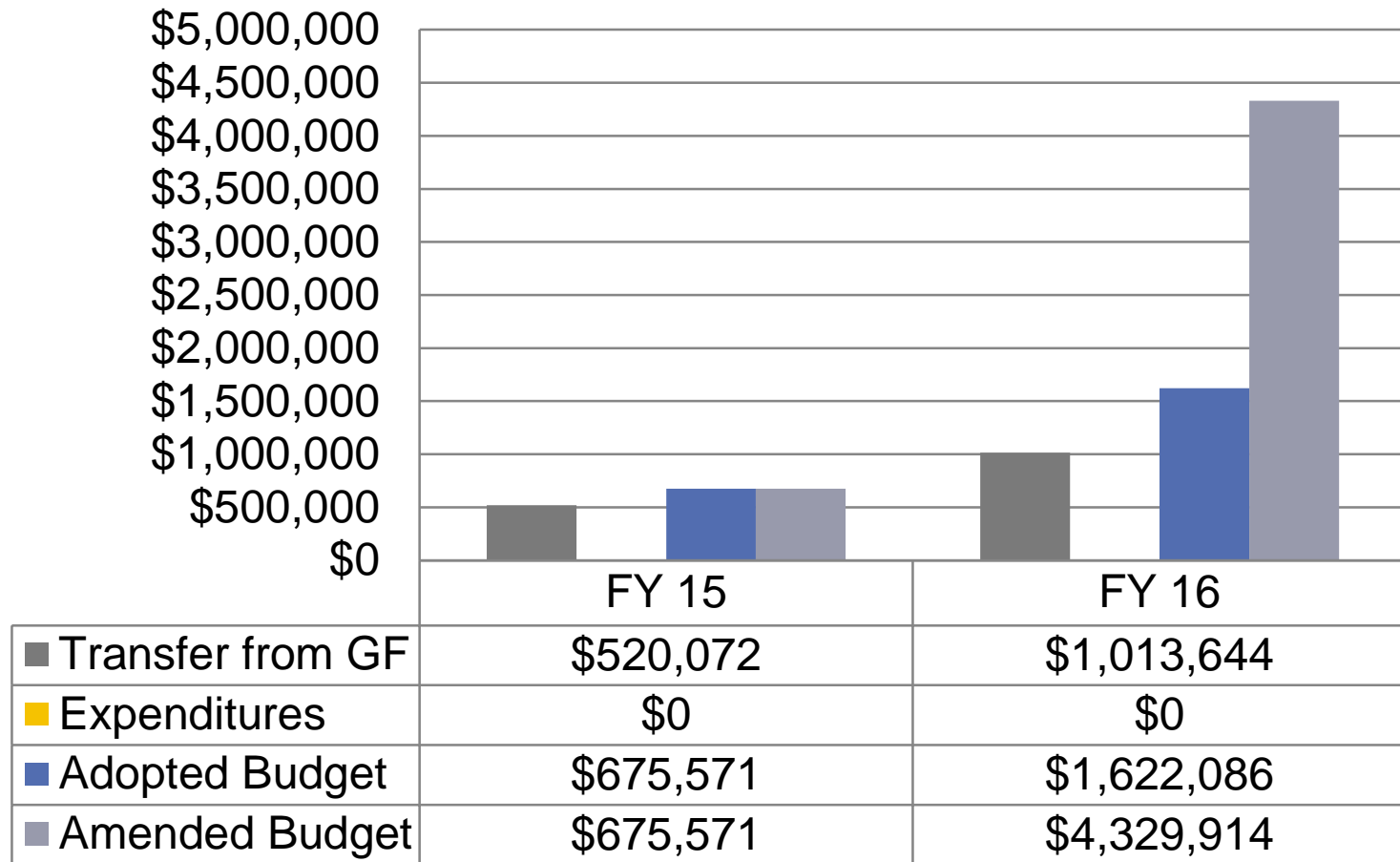
■ Spent to Date - \$40,339 ■ Budget - \$179,389

ALL OTHER FUNDS



■ Spent to Date - \$38,992 ■ Budget - \$171,342

ROAD MAINTENANCE FUND (OCT – DEC)







MEMO TO: Honorable Mayor and Members of City Council
FROM: Terese M. Jones, City Clerk
DATE: February 18, 2016
SUBJECT: Voluntary Annexation Request – Roy Wayne Yates

Roy Wayne Yates has petitioned the City for voluntary annexation of the property located west of and adjacent to Babcock Street, in the vicinity north of Centerlane Road and south of Micco Road. The property contains 244.42 acres, more or less. It is currently unincorporated property located within Brevard County and zoned AU (Agricultural Residential Classification) and AGR (Agricultural Classification).

The applicant has met the requirements of Section 171.044, Florida Statutes. Annexation requests are not reviewed by the Planning and Zoning Board.

Staff Recommendation:

Approval of the request.

Ordinance No. 2016-09 has been prepared for consideration at tonight's meeting. If you should have any questions, please advise.

/tmj
Attachments

Case No. A-1-2016

November 30, 2015

Honorable Mayor Capote
120 Malabar Road
Palm Bay, FL 32907

Dear Mayor Capote:

Pursuant to the requirements of Chapter 171.044, Florida Statutes, this letter serves as a petition for voluntary annexation into the City of Palm Bay for the following described properties:

Parcel #1: Commence at the Northeast corner of Section 21, Township 30 South, Range 37 East, thence S88°55'53"W along the North line of Section 21, a distance of 2,890.71 feet, thence S00°29'30"E a distance of 25.00 feet to the South right-of-way of a 50 foot wide public right-of-way as shown on map of San Sebastian Farms recorded in Plat Book 6, Page 77 of the Public Records of Brevard County, Florida and the Point of Beginning of the herein described parcel; thence continue S00°29'30"E a distance of 1,995.03 feet to the south line of the North three-quarters of the North one-half of said Section 21; thence S88°55'53"W along said south line of the North three-quarters of the North one-half a distance of 2,503.65 feet to the East right-of-way line of a 50 foot wide public right-of-way; thence N00°17'00"W along said east right-of-way line a distance of 1,995.12 feet to the south right-of-way line of a 50 foot road right-of-way; thence N88°55'53"E along said south right-of-way line a distance of 2,496.39 feet to the Point of Beginning. **Containing 114.493 acres, more or less.**

Parcel #2: Commence at the Northeast corner of Section 21, Township 30 South, Range 37 East, thence S88°55'53"W along the North line of Section 21, a distance of 50.00 feet to the West right-of-way of Babcock Street (100' public right-of-way) as presently occupied, thence S00°17'00"E along said West right-of-way a distance of 25.00 feet to the Point of Beginning of the herein described parcel, thence continue S00°17'00"E along said west right-of-way of Babcock Street a distance of 1995.12 feet to the South line of the North three-quarters of the North one-half of said Section 21, thence S88°55'53"W along said south line of the north three-quarters of the north one-half a distance of 2833.36 feet to the centerline of a 20 foot wide drainage ditch, thence N00°29'30"W along said centerline 1,995.03 feet to the south right-of-way line of a 50 foot wide road right-of-way as shown on map of San Sebastian Farms, and recorded in Plat Book 6, Page 77 of the public records of Brevard County, Florida, thence N88°55'53"E along said South right-of-way line a distance of 2,840.62 feet to the Point of Beginning. **Containing 129.926 acres, more or less.**

I am the owner of the above described properties and feel the land meets all criteria necessary for annexation. Enclosed are a general location map, Brevard County Property Appraiser property details, and a copy of all deeds. At this time, a total of one person resides on the properties and the properties total 244.419 acres in size.

Should you require additional information, please feel free to contact me at 9400 S. Babcock Street, Fellsmere, FL 32948 or by phone at 321-508-5670

Sincerely,



Roy Wayne Yates
Property Owner

cc: Mr. Stuart Buchanan, Growth Management Director

AUTHORIZATION TO ACT AS APPLICANT

Roy Wayne Yates, authorizes Kim Rezanka and the Law Firm of Dean Mead to act as Applicant, representing it in Public Hearings in Palm Bay pertaining to land use issues, including but not limited to Annexation, Future Land Use, Zoning and CU-1-2016, relating to property located at 9400 S. Babcock Street, Fellsmere, Florida.

By: _____

Roy Wayne Yates

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 22nd day of December, 2015, by Roy Wayne Yates.

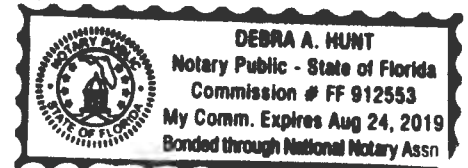
Debra A. Hunt

NOTARY PUBLIC

My commission expires:

- ☐ Personally Known
☒ Produced Identification

Type of Identification Produced: FL Driver's License



321-259-8900
7380 Murrell Rd, Ste 200
Viera, FL 32940
krezanka@deanmead.com

Dana Blickley, CFA
Property Appraiser
Brevard County, FL



Property
Details

General Parcel Information

Parcel ID:	30-37-21-HF-00001.0-0000.00	Millage Code:	5300	Exemption:	1	Use Code:	6110
Site Address:	9400 BABCOCK ST , FELLSMERE 32948					Tax ID:	3001167

Site Address is assigned by Brevard County Address Assignment for E-911 purposes and may not reflect the postal community name.

Owner Information

Owner Name:	YATES, ROY WAYNE
Second Name:	
Mailing Address:	9400 BABCOCK ST SE
City, State, Zipcode:	PALM BAY, FL 32909

Abbreviated Description

Plat	Sub Name:	LOTS 1
Book/Page:	SAN	THRU 8 &
0006/0077	SEBASTIAN	PT OF
	FARMS	LOTS 9,
		24 THRU
		32 AS
		DESC IN
		ORB 4085
		PG 2280
		EXC ORB
		691 PG
		1008

Value Summary

Roll Year:	2013	2014	2015
Market Value Total: ¹	\$340,780	\$384,080	\$388,620
Agricultural Market Value:	\$151,280	\$157,900	\$162,440
Assessed Value Non-School:	\$124,780	\$127,770	\$130,310
Assessed Value School:	\$141,120	\$147,950	\$148,670
Homestead Exemption: ²	\$25,000	\$25,000	\$25,000
Additional Homestead: ²	\$25,000	\$25,000	\$25,000
Other Exemptions: ²	\$0	\$0	\$0
Taxable Value Non-School: ³	\$74,780	\$77,770	\$80,310
Taxable Value School: ³	\$116,120	\$122,950	\$123,670

Land Information

Acres:	122.76
Site Code:	1

¹: Market value is established for ad valorem purposes in accordance with s.193.011(1) and (8), Florida Statutes. This value does not represent anticipated selling price for the property.

²: Exemptions are applicable for the year shown and may or may not be applicable if an owner change has occurred.

³: The Additional Homestead exemption does not apply when calculating taxable value for school districts pursuant to Amendment 1.

Sale Information

Official Records Book/Page	Sale Date	Sale Amount	Deed Type	Sale Screening Code	Sale Screening Source	Physical Change Code	Vacant/Improved
6143/0364	4/7/2010	\$100	WD	11			I
4085/2280	10/29/1999	\$425,300	WD	04	01		V
2971/0953	12/1/1988	\$630,000	WD				

Sale screening and sale screening source codes are for assessment purposes only and have no bearing on potential marketability of the property.

Building Information

PDC #	Use Code	Year Built	Story Height	Frame Code	Exterior Code	Interior Code	Roof Type	Roof Material	Floors Code	Ceiling Code
1	110	2000	8	03	03	03	02	11	03	03

Building Area Information

PDC #	Base Area	Garage Area	Open Porches	Car Port	Screened Porches	Utility Rooms	Enclosed Porch	Basements	Attics	Bonus Rooms	RV Carport	RV Garage	Total Base Area
1	2,166	514	324	0	0	0	0	0	0	0	0	0	2,166

Extra Feature Information

Extra Feature Description	Units
POLE BARN	7,500

Data Last Updated: Thursday, November 19, 2015- Printed On: Monday, November 30, 2015.

Parcel 1

More Info

Results Settings

PDC: 1

Owners: Yates Roy Wayne

Site Address: 9400 Babcock St Fellsmere 32948

Mail Address: 9400 Babcock St SE Palm Bay FL 32909

Parcel ID: 30-37-21-HF-1

Tax ID: 3001167

Mill Code: 5300

Property Use: 6110

Exemption: 1

Value Data

Value Category	2015	2014	2013
Market Value:	\$388,620	\$384,080	\$340,780
Agricultural Value:	\$162,440	\$157,900	\$151,280
Assessed Non-School:	\$130,310	\$127,770	\$124,780
Assessed School:	\$148,670	\$147,950	\$141,120
Homestead Exemption:	\$25,000	\$25,000	\$25,000
Additional Homestead:	\$25,000	\$25,000	\$25,000
Other Exemptions:	\$0	\$0	\$0
Taxable Non-School:	\$80,310	\$77,770	\$74,780
Taxable School:	\$123,670	\$122,950	\$116,120

Sale Data

ORBP	Date	Price	Deed	SSC	SSS	PCC	V/I
6143/0364	04/07/2010	\$100	WD	11			I
4085/2280	10/29/1999	\$425,300	WD	04	01		V
2971/0953	12/01/1988	\$630,000	WD				

Building Data

Res/Com R Year Built: 2000 Bldg Use: 0110

Building Sub-Areas

Description	Sq Ft
Base Area Floor 1	2,166
Garage	514
Open Porch	48
Open Porch	276

Extra Features

Description	Units
Pole Barn: Average	7,500

Land Data

Total Acres: 122.76 Site Code: 0001

9400 south babcock

Go

Dana Blickley, CFA
Property Appraiser
Brevard County, FL



Property
Details

General Parcel Information

Parcel ID:	30-37-21-HF-00009.0-0000.00	Millage Code:	5300	Exemption:		Use Code:	6100
Site Address:						Tax ID:	3010269

Site Address is assigned by Brevard County Address Assignment for E-911 purposes and may not reflect the postal community name.

Owner Information

Owner Name:	YATES, ROY WAYNE
Second Name:	
Mailing Address:	9400 BABCOCK ST SE
City, State, Zipcode:	PALM BAY, FL 32909-1328

Abbreviated Description

Plat Book/Page:	0006/0077	Sub Name:	SAN SEBASTIAN FARMS	LOTS 9 THRU 24 EXC ORB 2971 PAGE 953, 4085 PAGE 2280
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Value Summary

Roll Year:	2013	2014	2015
Market Value Total: ¹	\$183,460	\$215,840	\$215,840
Agricultural Market Value:	\$6,480	\$6,480	\$6,480
Assessed Value Non-School:	\$6,480	\$6,480	\$6,480
Assessed Value School:	\$6,480	\$6,480	\$6,480
Homestead Exemption: ²	\$0	\$0	\$0
Additional Homestead: ²	\$0	\$0	\$0
Other Exemptions: ²	\$0	\$0	\$0
Taxable Value Non-School: ³	\$6,480	\$6,480	\$6,480
Taxable Value School: ³	\$6,480	\$6,480	\$6,480

Land Information

Acres:	107.92
Site Code:	1

¹: Market value is established for ad valorem purposes in accordance with s.193.011(1) and (8), Florida Statutes. This value does not represent anticipated selling price for the property.

²: Exemptions are applicable for the year shown and may or may not be applicable if an owner change has occurred.

³: The Additional Homestead exemption does not apply when calculating taxable value for school districts pursuant to Amendment 1.

Sale Information

Official Records Book/Page	Sale Date	Sale Amount	Deed Type	Sale Screening Code	Sale Screening Source	Physical Change Code	Vacant/Improved
6143/0366	4/7/2010	\$100	WD	11			V
6121/2226	3/1/2010	\$100	QC	11			V
4097/2351	11/29/1999	\$250,000	WD	04	01		V

Sale screening and sale screening source codes are for assessment purposes only and have no bearing on potential marketability of the property.

Data Last Updated: Thursday, November 19, 2015- Printed On: Monday, November 30, 2015.

Parcel 2

More Info

Results Settings

No PDC data found

Owners: Yates Roy Wayne

Site

Address:

Mail

Address: 9400 Babcock St SE Palm Bay FL 32909

Parcel ID: 30-37-21-HF-9

Tax ID: 3010269

Mill Code: 5300

Property Use: 6100

Exemption:

Value Data

Value Category	2015	2014	2013
Market Value:	\$215,840	\$215,840	\$183,460
Agricultural Value:	\$6,480	\$6,480	\$6,480
Assessed Non-School:	\$6,480	\$6,480	\$6,480
Assessed School:	\$6,480	\$6,480	\$6,480
Homestead Exemption:	\$0	\$0	\$0
Additional Homestead:	\$0	\$0	\$0
Other Exemptions:	\$0	\$0	\$0
Taxable Non-School:	\$6,480	\$6,480	\$6,480
Taxable School:	\$6,480	\$6,480	\$6,480

Sale Data

ORBP	Date	Price	Deed	SSC	SSS	PCC	V/I
6143/0366	04/07/2010	\$100	WD	11			V
6121/2226	03/01/2010	\$100	QC	11			V
4097/2351	11/29/1999	\$250,000	WD	04	01		V

Building Data

Building Sub-Areas

No building sub-area data found

Extra Features

No building extra feature data found

Land Data

Total Acres: 107.92

Site Code: 0001

Abbreviated Description:

Plat Book/Page: 0006/0077

Subdivision: San Sebastian Farms

Description: Lots 9 Thru 24 Exc ORB 2971 Page 953 4085 Page 2280

9400 south babcock

?

Ge

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO

Roy Wayne Yates
P O Box 902
Fellsmere, FL 32948-0902

HC

WARRANTY DEED

THIS WARRANTY DEED made the 7th day of April, 2010, by **ROY WAYNE YATES, AS TRUSTEE OF THE ROY WAYNE YATES REVOCABLE TRUST 1995**, whose post office address is P O Box 902 Fellsmere, FL 32948-0902 (hereinafter called the "Grantor"), to **ROY WAYNE YATES**, whose post office address is P O Box 902 Fellsmere, FL 32948-0902 (hereinafter called the "Grantee")

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten Dollars (\$10 00), and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in Brevard County, State of Florida

A PARCEL OF LAND LYING IN SECTION 21, TOWNSHIP 30 SOUTH, RANGE 37 EAST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS COMMENCE AT THE NORTHEAST CORNER OF SECTION 21, TOWNSHIP 30 SOUTH RANGE 37 EAST, THENCE S 88° 55' 53" W ALONG THE NORTH LINE OF SECTION 21, A DISTANCE OF 50 00 FEET TO THE WEST RIGHT OF WAY OF BABCOCK STREET (100' PUBLIC R/W) AS PRESENTLY OCCUPIED, THENCE S 00° 17' 00" E ALONG SAID WEST RIGHT OF WAY A DISTANCE OF 25 00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL, THENCE CONTINUE S 00° 17' 00" E ALONG SAID WEST RIGHT OF WAY OF BABCOCK STREET A DISTANCE OF 1995 12 FEET TO THE SOUTH LINE OF THE NORTH THREE-QUARTERS OF THE NORTH ONE-HALF OF SAID SECTION 21, THENCE S 88° 55' 53" W ALONG SAID SOUTH LINE OF THE NORTH THREE-QUARTERS OF THE NORTH ONE-HALF A DISTANCE OF 2833 36 FEET TO THE CENTERLINE OF A 20 FOOT WIDE DRAINAGE DITCH, THENCE N 00° 29' 30" W ALONG SAID CENTERLINE 1995 03 FEET TO THE SOUTH RIGHT OF WAY LINE OF A 50 ROAD RIGHT OF WAY AS SHOWN ON MAP OF SAN SEBASTIAN FARMS, AND RECORDED IN PLAT BOOK 6, PAGE 77 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, THENCE N 88° 55' 53" E ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 2840 62 FEET TO THE POINT OF BEGINNING

SUBJECT TO ANY AND ALL EASEMENTS AND RIGHT OF WAY OF RECORD

SCRIVENER HAS PROVIDED NO TITLE EXAMINATION OR TITLE OPINION, NOR HAS THE SAME BEEN REQUESTED BY THE GRANTEE.

GRANTOR HEREIN STATES THAT THE ABOVE-DESCRIBED PROPERTY IS NOT GRANTOR'S HOMESTEAD NOR THE HOMESTEAD OF ANY MEMBER OF

GRANTOR'S FAMILY. FURTHER, THAT GRANTOR DOES NOT RESIDE ON THE ABOVE-DESCRIBED PROPERTY NOR ON ANY PROPERTY ADJACENT THERETO IN THAT IT IS ALL VACANT LAND.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining

TO HAVE AND TO HOLD, the same in fee simple forever

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple, that the Grantor has good right and lawful authority to sell and convey said land, and thereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2009

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written

Signed, Sealed and Delivered
in the Presence of

Susan L. Lacey
Name Printed SUSAN L. LACEY

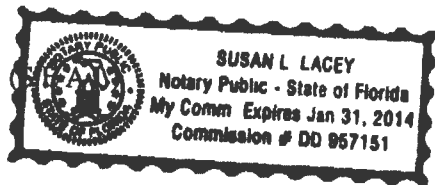
Rebecca R Hill
Name Printed Rebecca R Hill

Roy Wayne Yates
ROY WAYNE YATES as Trustee of the Roy
Wayne Yates Revocable Trust 1995

STATE OF FLORIDA)
 :SS
COUNTY OF INDIAN RIVER)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared **ROY WAYNE YATES** as Trustee of the Roy Wayne Yates Revocable Trust 1995, who is personally known to me or who produced as identification, and who executed the foregoing instrument for the purposes therein expressed

WITNESS MY hand and official seal in the County and State last aforesaid this 7th day of April, 2010



Susan L. Lacey
Notary Public, State of Florida
Printed Name SUSAN L. LACEY
My Commission Expires 1-31-2014

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO

Roy Wayne Yates
P O Box 902
Fellsmere, FL 32948-0902

4C

WARRANTY DEED

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(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten Dollars (\$10 00), and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in Brevard County, State of Florida

A PARCEL OF LAND LYING IN SECTION 21, TOWNSHIP 30 SOUTH, RANGE 37 EAST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS COMMENCE AT THE NORTHEAST CORNER OF SECTION 21, TOWNSHIP 30 SOUTH RANGE 37 EAST, THENCE S 88°55'53" W ALONG THE NORTH LINE OF SECTION 21, A DISTANCE OF 2890 71 FEET, THENCE S 00°29'30" E A DISTANCE OF 25 00 FEET TO THE SOUTH RIGHT OF WAY OF 50 FOOT WIDE PUBLIC RIGHT OF WAY AS SHOWN ON MAP OF SAN SEBASTIAN FARMS RECORDED IN PLAT BOOK 6, PAGE 77 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL, THENCE CONTINUE S 00°29'30" E A DISTANCE OF 1995 03 FEET TO THE SOUTH LINE OF THE NORTH THREE-QUARTERS OF THE NORTH ONE-HALF OF SAID SECTION 21, THENCE S 88°55'53" W ALONG SAID SOUTH LINE OF THE NORTH THREE-QUARTERS OF THE NORTH ONE-HALF A DISTANCE OF 2503 65 FEET TO THE EAST RIGHT OF WAY LINE OF A 50 FOOT WIDE PUBLIC RIGHT OF WAY, THENCE N 00°17'00" W ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 1995 12 FEET TO THE SOUTH RIGHT OF WAY LINE OF A 50 ROAD RIGHT OF WAY, THENCE N 88° 55'53" E ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 2496 39 FEET TO THE POINT OF BEGINNING CONTAINING 114 493 ACRES MORE OR LESS

SUBJECT TO ANY AND ALL EASEMENTS AND RIGHT OF WAY OF RECORD

SCRIVENER HAS PROVIDED NO TITLE EXAMINATION OR TITLE OPINION, NOR HAS THE SAME BEEN REQUESTED BY THE GRANTEE.

GRANTOR HEREIN STATES THAT THE ABOVE-DESCRIBED PROPERTY IS NOT GRANTOR'S HOMESTEAD NOR THE HOMESTEAD OF ANY MEMBER OF GRANTOR'S FAMILY. FURTHER, THAT GRANTOR DOES NOT RESIDE ON THE

ABOVE-DESCRIBED PROPERTY NOR ON ANY PROPERTY ADJACENT THERETO IN THAT IT IS ALL VACANT LAND.

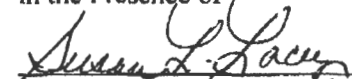
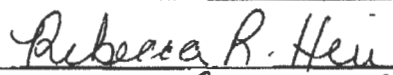
TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining

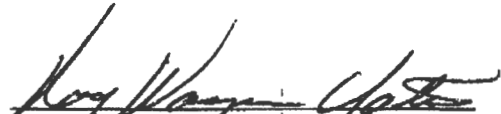
TO HAVE AND TO HOLD, the same in fee simple forever

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IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written

Signed, Sealed and Delivered
in the Presence of

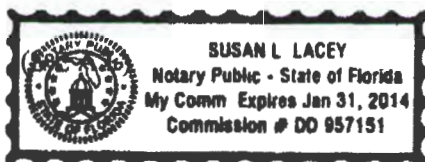

Name Printed SUSAN L. LACEY

Name Printed Rebecca R. Hill

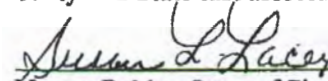

ROY WAYNE YATES as Trustee of the Roy
Wayne Yates Revocable Trust 1995

STATE OF FLORIDA)
 :SS
COUNTY OF INDIAN RIVER)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared **ROY WAYNE YATES** as Trustee of the Roy Wayne Yates Revocable Trust 1995, ☒ who is personally known to me ☐ or who produced _____ as identification, and who executed the foregoing instrument for the purposes therein expressed

WITNESS MY hand and official seal in the County and State last aforesaid this 7th day of April, 2010




Notary Public, State of Florida
Printed Name SUSAN L. LACEY
My Commission Expires 1-31-2014



DATE: A-1-2016
CASE #: February 18, 2016

CITY OF PALM BAY

LAND DEVELOPMENT DIVISION STAFF REPORT

ANNEXATION APPLICATION

PROPOSAL: Voluntary annexation

LOCATION: The property is located west of and adjacent to Babcock Street SE, in the vicinity north of Centerlane Road and south of Micco Road. The specific legal description is attached.

APPLICANT: Roy Wayne Yates

SITE DATA

PRESENT ZONING: AU, Agricultural Use and AGR, Agricultural (Brevard County)

ACREAGE: 244.419 (±)

ADJACENT ZONING

& LAND USE:

N	--	AU, Agricultural Use (Brevard County); Drainage canal, homes and lots
E	--	GU, General Use (Brevard County); Babcock Street
S	--	GU, General Use (Brevard County); Vacant
W	--	GU, General Use (Brevard County); Vacant

BACKGROUND:

1. The applicant is requesting Voluntary Annexation.
2. The property is located west of and adjacent to Babcock Street SE, in the vicinity north of Centerlane Road and south of Micco Road. The specific legal description is attached. The site contains 244.419 acres, more or less.
3. The current zoning is AU, Agricultural Use and AGR, Agricultural (Brevard County). Surrounding zoning is as follows:

North: AU, Agricultural Use (Brevard County)
South: GU, General Use (Brevard County)
East: GU, General Use (Brevard County)
West: GU, General Use (Brevard County)
4. The applicant for the request is Roy Wayne Yates.

ANALYSIS:

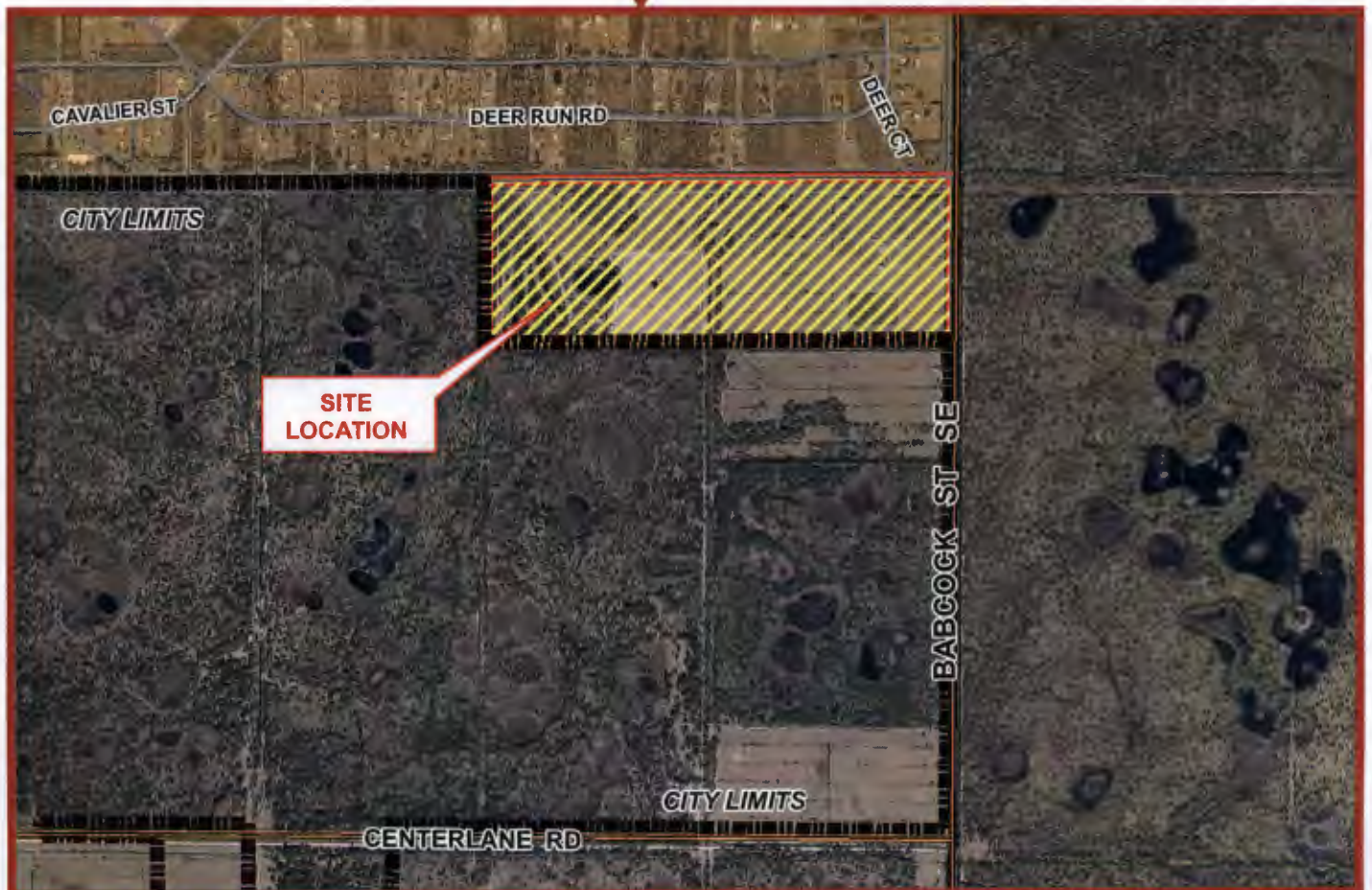
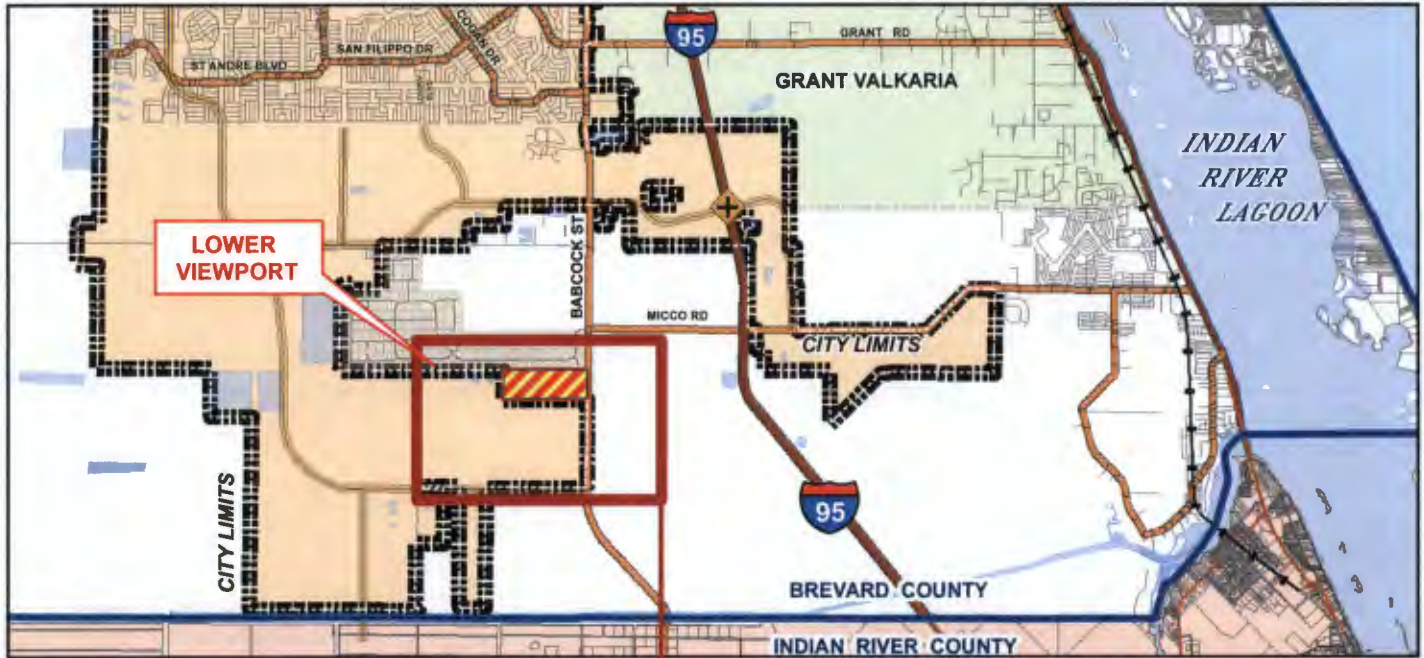
1. The Petition for annexation was filed by Mr. Roy Wayne Yates, owner of the property.
2. Section 171.044, Florida Statutes, permits the owners of property to petition the City for annexation provided the property is contiguous to the City, is reasonably compact, and no enclaves are created.
3. Staff research indicates that proper owner authorization has been provided for the annexation.
4. The proposed annexation parcel is located adjacent to the City and is contiguous to the City limits under the definitions in the Florida Statutes. The subject property abuts the City Limits along its west and south boundaries.
5. All property proposed for annexation is in a single area and reasonably compact as required by the Florida Statutes. The annexation does not create any enclaves. In addition, the annexation does not create finger or serpentine patterns as prohibited by the Florida Statutes.
6. Chapter 171 does not permit an annexation that would result in the creation of an enclave. An enclave is a developed area of unincorporated County property surrounded by the City. The proposed annexation would not create any enclaves.
7. The property to be annexed meets all criteria established by Chapter 171.044, Florida Statutes, for voluntary annexation.

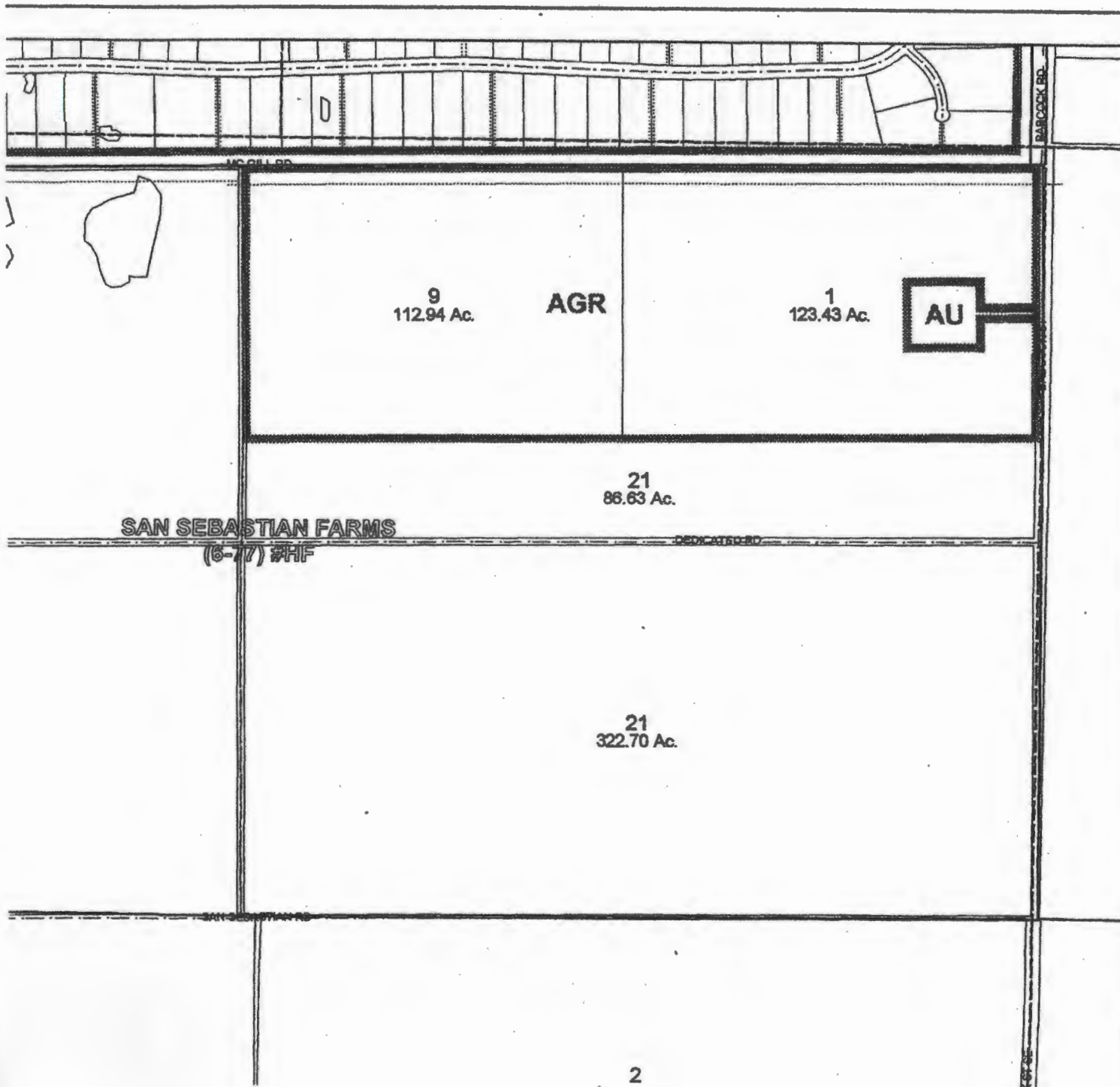
8. The Notice of Annexation was published in the Trader Jake's newspaper on February 4th and republished in the newspaper on February 11th. A request for waiver has been made to the County for notice requirements of Certified U.S. Mail to the Brevard County Board of County Commissioners ten days prior to publishing. Therefore, with waiver approval, all notice requirements of Chapter 171, Florida Statutes have been met.

STAFF RECOMMENDATION:

A motion to approve Case No. A-1-2016.

LOCATION MAP



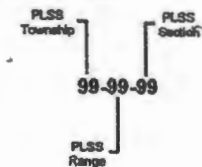


BREVARD, FL

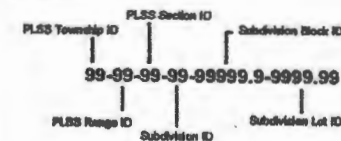
Map ID:

30-37-00-SW

Map ID Record Layout:



APN Record Layout:



LEGEND:

*NA = Not Applicable for this Data Set



County Line

Municipality:
Boundary
Name

Streets:
Name
Centerline

ORDINANCE NO. 2016-09

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF CERTAIN REAL PROPERTY LOCATED WEST OF AND ADJACENT TO BABCOCK STREET, IN THE VICINITY NORTH OF CENTERLANE ROAD AND SOUTH OF MICCO ROAD, AND LEGALLY DESCRIBED HEREIN; PROVIDING FOR FILING A COPY OF THE ORDINANCE WITH THE BREVARD COUNTY CLERK OF THE CIRCUIT COURT, THE CHIEF ADMINISTRATIVE OFFICER OF BREVARD COUNTY, AND THE STATE OF FLORIDA, DEPARTMENT OF STATE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Roy Wayne Yates has petitioned the City Council of the City of Palm Bay to voluntarily annex the herein described property, and

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

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

WHEREAS, the City Council of the City of Palm Bay desires to annex said property into the City of Palm Bay.

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

SECTION 1. In accordance with the provisions of Section 171.044, Florida Statutes, the following described parcel of real property being situated in the County of Brevard, State of Florida, and being contiguous to the existing corporate limits and boundaries of the City of Palm Bay, and being reasonably compact, and creating no enclaves is hereby annexed, established, organized into and made a part of the City of Palm Bay:

Commence at the Northeast corner of Section 21, Township 30 South, Range 37 East, thence South 88°55'53" West along the North line of said Section 21, a distance of 2,890.71 feet, thence South 00°29'30" East a distance of 25 feet to the South right-of-way of a 50 foot wide public right-of-way as shown on map of San Sebastian Farms recorded in Plat Book 6,

Page 77 of the Public Records of Brevard County, Florida and the Point of Beginning of the herein described parcel; thence continue South 00°29'30" East a distance 1,995.03 feet to the South line of the north three-quarters of the North one-half of said Section 21; thence South 88°55'53" West along said South line of the North three-quarters of the North one-half a distance of 2,503.65 feet to the East right-of-way line of a 50 foot wide public right-of-way; thence North 00°17'00" West along said East right-of-way line a distance of 1,995.12 feet to the South right-of-way line of a 50 foot road right-of-way; thence North 88°55'53" East along said South right-of-way line a distance of 2,496.39 feet to the Point of Beginning; containing 114.493 acres, more or less.

TOGETHER WITH:

Commence at the Northeast corner of Section 21, Township 30 South, Range 37 East, thence South 88°55'53" West along the North line of said Section 21, a distance of 50.00 feet to the west right-of-way of Babcock Street (100' public right-of-way) as presently occupied, thence South 00°17'00" East along said West right-of-way a distance of 25 feet to the Point of Beginning of the herein described parcel; thence continue South 00°17'00" along said West right-of-way of Babcock Street a distance 1,995.12 feet to the South line of the north three-quarters of the North one-half of said Section 21; thence South 88°55'53" West along said South line of the North three-quarters of the North one-half a distance of 2,833.36 feet to the centerline of a 20 foot wide drainage ditch; thence North 00°29'30" West along said centerline 1,995.03 feet to the South right-of-way line of a 50 foot road right-of-way as shown on map of San Sebastian Farms and recorded in Plat Book 6, Page 77 of the public records of Brevard County, Florida; thence North 88°55'53" East along said South right-of-way line a distance of 2,840.62 feet to the Point of Beginning; containing 129.926 acres, more or less.

SECTION 2. The corporate limits and boundary lines of the City of Palm Bay, Brevard County, Florida, shall be redefined so as to include therein the above described parcel hereby annexed.

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

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

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

SECTION 6. All ordinances or parts of ordinances in conflict herewith are hereby repealed and all ordinances or parts of ordinances not in conflict herewith are hereby continued in full force and effect.

SECTION 7. If any portion, clause, phrase, sentence or classification of this ordinance is held or declared to be either unconstitutional, invalid, inapplicable, inoperative or void, then such declaration shall not be construed to affect other portions of the ordinance; it is hereby declared to be the express opinion of the City Council of the City of Palm Bay that any such unconstitutional, invalid, inapplicable, inoperative or void portion or portions of this ordinance did not induce its passage, and that without the inclusion of any such portion or portions of this ordinance, the City Council would have enacted the valid constitutional portions thereof.

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

Read in title only at Meeting No. 2016- , held on the , 2016, and read in title only and duly enacted at Meeting No. 2016- , held on , 2016.

William Capote, MAYOR

ATTEST:

Terese M. Jones, CITY CLERK

Reviewed by CAO: _____

Applicant: Roy Wayne Yates
Case No.: A-1-2016

cc: (date) Applicant
Case File



MEMO TO: Honorable Mayor and Members of City Council

FROM: Terese M. Jones, City Clerk

DATE: February 18, 2016

SUBJECT: Comprehensive Plan Amendment – Roy Wayne Yates

Roy Wayne Yates (Kim Rezanka, Esq., representative) has submitted a request for a change to the Comprehensive Plan Future Land Use Map from Residential 1:2.5 (Brevard County) to Rural Single Family Use on property located west of and adjacent to Babcock Street, in the vicinity north of Centerlane Road and south of Micco Road, and contains 244.42 acres, more or less.

Staff Conclusion:
Approval of the request.

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

Ordinance No. 2016-10 has been prepared for consideration at tonight's meeting. If you should have any questions, please advise.

/tjl

Attachments

Case No. CP-1-2016



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

COMPREHENSIVE PLAN AMENDMENT 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) Roy Wayne Yates
ADDRESS 9400 S. Babcock St.
CITY Fellsmere STATE FL ZIP 32948
PHONE # 321-508-5670 FAX # NA
E-MAIL ADDRESS NA
- 2) COMPLETE LEGAL DESCRIPTION OF PROPERTY COVERED BY APPLICATION
See Attached

SECTION 21 TOWNSHIP 30 RANGE 37
- 3) SIZE OF AREA COVERED BY THIS APPLICATION (calculate acreage): 244.419
- 4) LAND USE CLASSIFICATION AT PRESENT OR PLAN SECTION AFFECTED (ex.: Commercial, Single Family, Policy CIE-1.1B, etc.): AV + AG12 (county zoning)
- 5) LAND USE CLASSIFICATION DESIRED OR PROPOSED TEXT CHANGE: GU - General use
- 6) PRESENT USE OF THE PROPERTY: Agriculture (cattle grazing, burrow pit)
- 7) ARE ANY STRUCTURES NOW LOCATED ON THE PROPERTY: SF home & pole barn
- 8) HAS A REZONING APPLICATION BEEN FILED IN CONJUNCTION WITH THIS APPLICATION:
Yes

(If no rezoning application is filed, the City must assume the maximum impact permissible by the land use classification desired. Impacts to transportation facilities, water and sewer facilities, drainage, recreation facilities, and solid waste must be examined and justified before acceptance by the Florida Department of Economic Opportunity and the City of Palm Bay.)

CITY OF PALM BAY, FLORIDA
COMPREHENSIVE PLAN AMENDMENT APPLICATION
PAGE 2 OF 3

- 9) JUSTIFICATION FOR CHANGE (attach additional sheets containing supporting documents and evidence if necessary): Annexation into City Palm Bay

- 10) SPECIFIC USE INTENDED FOR PROPERTY: Agricultural use and expansion of existing borrow pit

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

NA *\$1,000 Application Fee. Make check payable to "City of Palm Bay."

NA Property map showing adjacent properties and clearly outlining the subject parcel (for land use amendment(s)).

NA A listing of legal descriptions (for land use amendments) 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.bcpao.us/paohome.asp). List shall be legible and the source of that information stated here: _____

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

Pending Citizen Participation Plan (for land use amendments of more than five acres in size). Refer to Section 169.005 of the Land Development Code for guidelines.

NA 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 COMPREHENSIVE PLAN AMENDMENT.

✓ 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.

**CITY OF PALM BAY, FLORIDA
COMPREHENSIVE PLAN AMENDMENT APPLICATION
PAGE 3 OF 3**

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 COMPREHENSIVE PLAN AMENDMENT APPLICATION AND THAT THE FACTS STATED IN IT ARE TRUE.

Signature of Applicant

Roy Wayne Yates

Date

11/30/15

Printed Name of Applicant

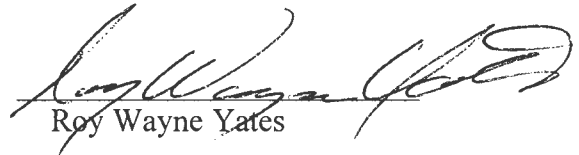
Roy Wayne Yates

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

AUTHORIZATION TO ACT AS APPLICANT

Roy Wayne Yates, authorizes Kim Rezanka and the Law Firm of Dean Mead to act as Applicant, representing it in Public Hearings in Palm Bay pertaining to land use issues, including but not limited to Annexation, Future Land Use, Zoning and CU-1-2016, relating to property located at 9400 S. Babcock Street, Fellsmere, Florida.

By:


Roy Wayne Yates

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 22nd day of December 2015, by Roy Wayne Yates.

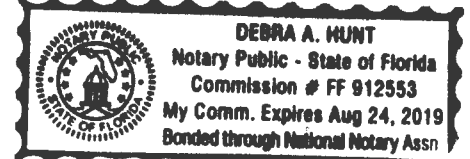


NOTARY PUBLIC

My commission expires:

- ☐ Personally Known
☒ Produced Identification

Type of Identification Produced: FL Driver's License



321-259-8900

7380 Murrell Rd, Ste 200

Viera, FL 32940

Krezanka@deanmead.com



DATE: January 6, 2016
CASE #: CP-1-2016

CITY OF PALM BAY

LAND DEVELOPMENT DIVISION STAFF REPORT

COMPREHENSIVE PLAN AMENDMENT APPLICATION

PROPOSAL: Assignment of Rural Single Family Use to proposed voluntary annexation.

LOCATION: Southwest corner of Babcock Street and Micco Road intersection

APPLICANT: Roy Wayne Yates represented by Kim Rezenka, Esq.

SITE DATA

PRESENT ZONING: County Agriculture (AGR) and Agricultural Use (AU)

**LAND USE
DESIGNATION:** County Residential 1:2.5

ACREAGE: 244.419, more or less

ADJACENT ZONING

& LAND USE:

- N** -- County Residential 1:2.5/Agricultural Use
- E** -- County Public Conservation/Government Managed Lands (P)
- S** -- Unassigned City/Calmet Farms
- W** -- Unassigned City /Calmut Farms

BACKGROUND:

1. The property is located west of and adjacent to Babcock Street SE, south of the Deer Run Subdivision. Specifically, the property is Tax Parcels 1 and 9, Section 21, Township 30 South, Range 37 East, Brevard County, Florida, containing 244.419 acres, more or less.
2. The adjacent zoning and land uses are as follows:

North: AU, Agricultural Residential (Brevard County); Deer Run Subdivision
East: AU, Agricultural Residential (Brevard County); Vacant Land (across Babcock Street SE)
South: GU, General Use (Brevard County); Vacant Land
West: GU, General Use (Brevard County); Vacant Land
3. The subject property is currently an operating borrow pit of 5 acres.
4. The applicant is requesting a Comprehensive Plan Future Land Use Map Amendment to change from County Agriculture to Rural Single Family Use.

ANALYSIS:

Availability of Public Facilities and Services:

1. Potable Water: Not available.
2. Sanitary Sewer: Not available.
3. Solid Waste: Available (Waste Management).
4. Parks & Recreation: N/A
5. Drainage: Onsite Drainage Required as per the Land Development Regulations.
6. Transportation: Proposed amendment includes no change from the existing County trip generation.
7. Public Schools: N/A

Environmental Resources:

The subject property is vacant, cleared land with an operating borrow pit.

Coastal High Hazard Zone:

The subject property is not located within the original Coastal High Hazard Zone or within the current surge area.

Historic Resources:

There is no Florida Master Site File for any historic resources on the property.

COMPREHENSIVE PLAN REQUIREMENTS:

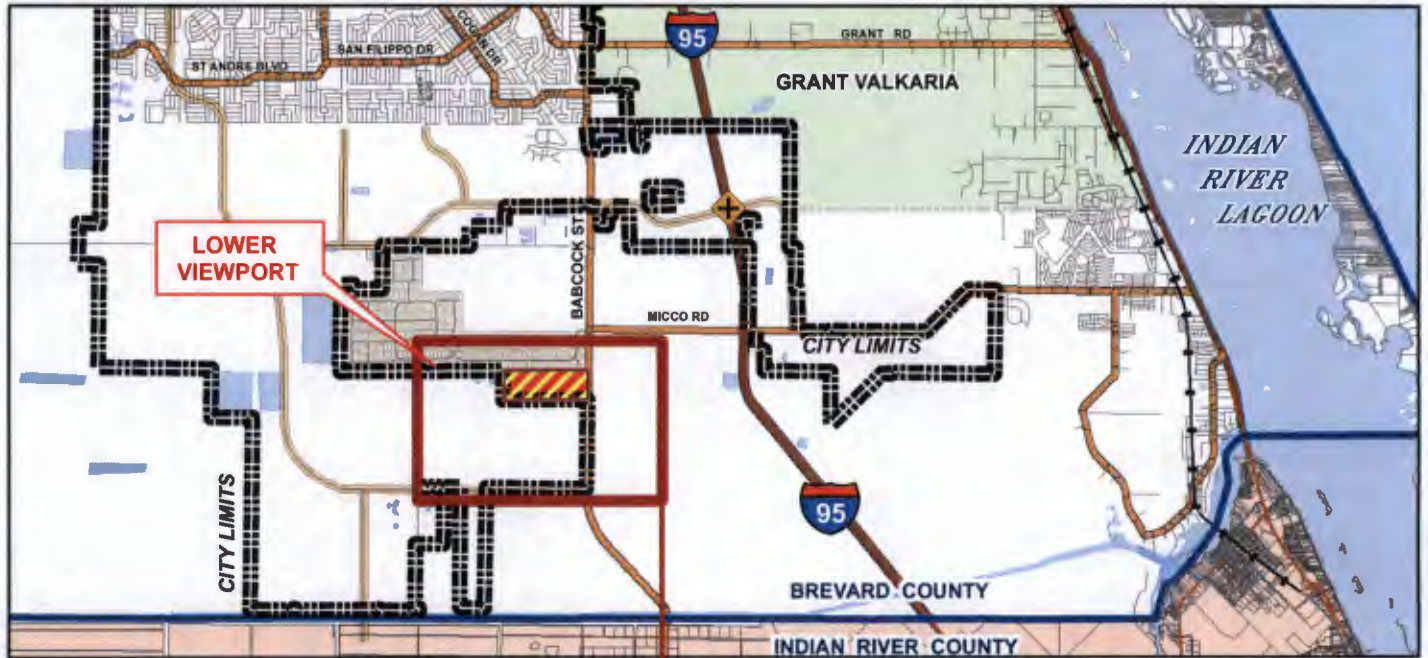
The proposed amendment is for the assignment of Palm Bay's Future Land Use designation of Rural Single Family Use on 244.419 acres from County Residential 1:2.5 and Agricultural Use.

STAFF CONCLUSION:

Motion to approve assignment of City Future Land Use of Rural Single Family Use to 244.419 acres.

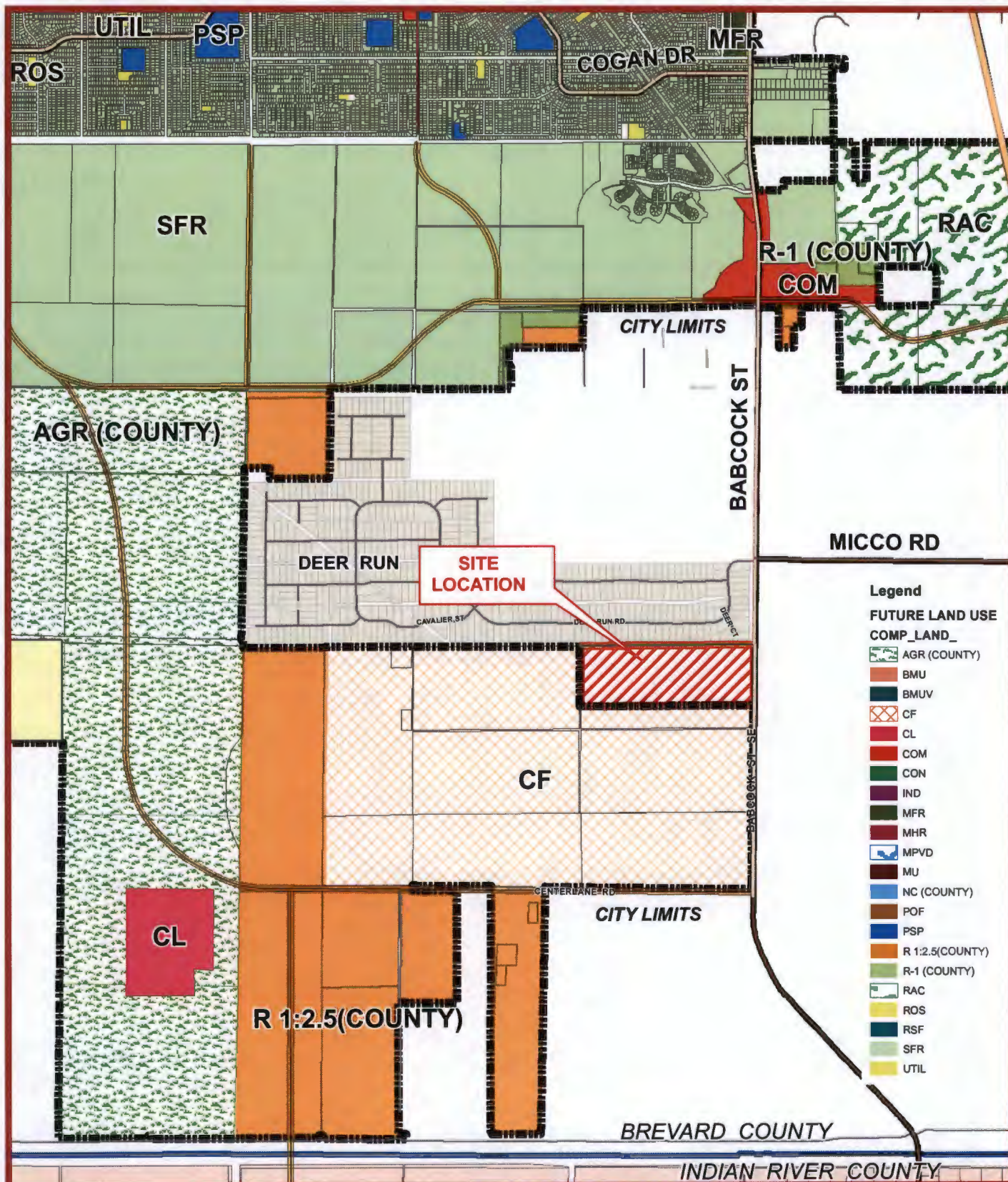


LOCATION MAP



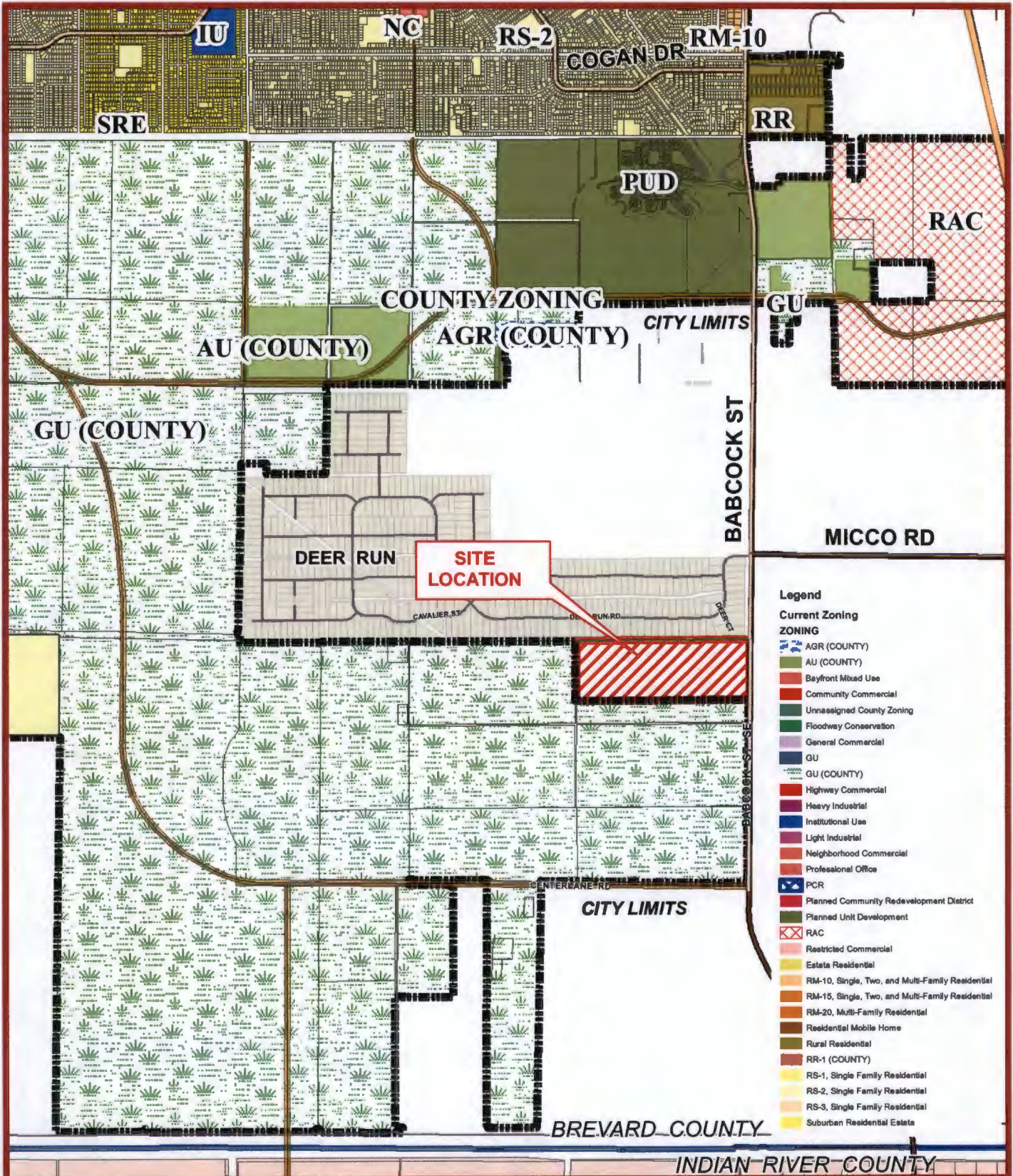
CP-1- 2016 and CPZ-1- 2016

Future Land Use



CP-1- 2016 and CPZ-1- 2016

Zoning



CP-1- 2016 and CPZ-1- 2016

**PLANNING AND ZONING BOARD
RECOMMENDATION
February 3, 2016**

Due to the Planning and Zoning Board minutes not being fully transcribed, only an excerpt of the minutes is being provided at this time.

CP-1-2016 – ROY WAYNE YATES

Staff Conclusion (Staff's conclusion has not changed):
Approval of the request.

Planning and Zoning Board Recommendation:

Motion by Mr. Weinberg, seconded by Mr. Artley to submit case CP-1-2016 to City Council for approval of a Comprehensive Plan Future Land Use Map amendment from Residential 1:2.5 (Brevard County) to Rural Single Family Use. The motion carried with members voting unanimously.

CPZ-1-2016 – ROY WAYNE YATES

Staff Conclusion (Staff's conclusion has not changed):
The Planning and Zoning Board and City Council must determine if the requested zoning category is compatible with the requested Future Land Use category identified in Case No. CP-1-2016.

Planning and Zoning Board Recommendation:

Motion by Mr. Weinberg, seconded by Mr. Pezzillo to submit case CPZ-1-2016 to City Council for approval of a zoning amendment from an AU, Agricultural Residential Classification (Brevard County) and an AGR, Agricultural Classification (Brevard County) to a GU, General Use Holding District. The motion carried with members voting unanimously.

FS-3-2015 – PALLADIO DEVELOPMENT, LLC

Staff Recommendation (Staff's recommendation has not changed):
Approval of the request subject to the requirements and conditions of the Staff Report.

Planning and Zoning Board Recommendation:

Motion by Mr. Pezzillo, seconded by Mr. Piatkowski to submit Case FS-3-2015 to City Council for final subdivision approval of a proposed 5-lot single-family residential development called Palladio Subdivision in an RS-2, Single Family Residential District subject to the requirements and conditions of the staff report. The motion carried with members voting unanimously.

ORDINANCE NO. 2016-10

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, TITLE XVII, LAND DEVELOPMENT CODE, CHAPTER 183, COMPREHENSIVE PLAN REGULATIONS, SECTION 183.01, COMPREHENSIVE PLAN, SUBSECTION (D), ADOPTION OF FUTURE LAND USE MAP, BY AMENDING FUTURE LAND USE MAP SERIES NO. 2; PROVIDING FOR THE REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Palm Bay has designated the Planning and Zoning Board as its Local Planning Agency and said Local Planning Agency held a public hearing on an amendment to the Comprehensive Plan on February 3, 2016, after public notice, and

WHEREAS, the City Council of the City of Palm Bay, pursuant to Chapter 163, Florida Statutes, held a public hearing on an amendment to the Comprehensive Plan on February 18, 2016, after public notice, and

WHEREAS, the City Council of the City of Palm Bay, pursuant to Chapter 163, Florida Statutes, submitted the amendment to the Florida Department of Economic Opportunity's Division of Community Development for review and comment, and

WHEREAS, the Florida Department of Economic Opportunity's Division of Community Development submitted an Objections, Recommendations and Comments Report regarding this amendment, and

WHEREAS, the City Council of the City of Palm Bay has considered the Objections, Recommendations and Comments provided and has addressed all objections, and

WHEREAS, the City Council of the City of Palm Bay, pursuant to Chapter 163, Florida Statutes, held an adoption public hearing on an amendment to the Comprehensive Plan on (*Final Public Hearing Date*), after public notice, and

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

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

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

Commence at the Northeast corner of Section 21, Township 30 South, Range 37 East, thence South 88°55'53" West along the North line of said Section 21, a distance of 2,890.71 feet, thence South 00°29'30" East a distance of 25 feet to the South right-of-way of a 50 foot wide public right-of-way as shown on map of San Sebastian Farms recorded in Plat Book 6, Page 77 of the Public Records of Brevard County, Florida and the Point of Beginning of the herein described parcel; thence continue South 00°29'30" East a distance 1,995.03 feet to the South line of the north three-quarters of the North one-half of said Section 21; thence South 88°55'53" West along said South line of the North three-quarters of the North one-half a distance of 2,503.65 feet to the East right-of-way line of a 50 foot wide public right-of-way; thence North 00°17'00" West along said East right-of-way line a distance of 1,995.12 feet to the South right-of-way line of a 50 foot road right-of-way; thence North 88°55'53" East along said South right-of-way line a distance of 2,496.39 feet to the Point of Beginning; containing 114.493 acres, more or less.

TOGETHER WITH:

Commence at the Northeast corner of Section 21, Township 30 South, Range 37 East, thence South 88°55'53" West along the North line of said Section 21, a distance of 50.00 feet to the west right-of-way of Babcock Street (100' public right-of-way) as presently occupied, thence South 00°17'00" East along said West right-of-way a distance of 25 feet to the Point of Beginning of the herein described parcel; thence continue South 00°17'00" along said West right-of-way of Babcock Street a distance 1,995.12 feet to the South line of the north three-quarters of the North one-half of said Section 21; thence South 88°55'53" West along said South line of the North three-quarters of the North one-half a distance of 2,833.36 feet to the centerline of a 20 foot wide drainage ditch; thence North 00°29'30" West along said centerline 1,995.03 feet to the South right-of-way line of a 50 foot road right-of-way as shown on map of San Sebastian Farms and recorded in Plat Book 6, Page 77 of the public records of Brevard County, Florida; thence North 88°55'53" East along said South right-of-way line a distance of 2,840.62 feet to the Point of Beginning; containing 129.926 acres, more or less.

SECTION 2. The Future Land Use Map Series Map No. 2 is hereby changed to reflect this amendment.

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

SECTION 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed and all ordinances or parts of ordinances not in conflict herewith are hereby continued in full force and effect.

SECTION 5. This ordinance shall become effective when the state land planning agency issues a final order determining the adopted amendments to be in compliance in accordance with Section 163.3184(9), Florida Statutes, or when the Administrative Commission issues a final order determining the adopted amendments to be in compliance in accordance with Section 163.3184(10), Florida Statutes. If the Administration Commission issues a final order determining the adopted amendment to not be in compliance in accordance with Section 163.3184(11), Florida Statutes, this ordinance may still be made effective by resolution at a public meeting after public notice, subject to any sanctions imposed by the Administrative Commission pursuant to Section 163.3184(11), Florida Statutes.

Read in title only at Meeting No. 2016- , held on , 2016; and read in title only and duly enacted at Meeting No. 2016- , held on , 2016.

ATTEST:

William Capote, MAYOR

Terese M. Jones, CITY CLERK

Reviewed by CAO: _____

Applicant: Roy Wayne Yates
Case No.: CP-1-2016

cc: (date) Applicant
Case File



MEMO TO: Honorable Mayor and Members of City Council

FROM: Terese M. Jones, City Clerk

DATE: February 18, 2016

SUBJECT: Rezoning Request – Roy Wayne Yates

Roy Wayne Yates (Kim Rezanka, Esq., representative) has submitted an application to rezone property from AU (Agricultural Residential Classification) and AGR (Agricultural Classification) (Brevard County) to GU (General Use Holding District). The property is located west of and adjacent to Babcock Street, in the vicinity north of Centerlane Road and south of Micco Road, and contains 244.42 acres, more or less.

Staff Conclusion:

The Planning and Zoning Board and City Council must determine if the requested zoning category is compatible with the requested Future Land Use category identified in Case No. CP-1-2016.

Planning and Zoning Board Recommendation:

Unanimous approval of the request.

Ordinance No. 2016-11 has been prepared for consideration at tonight's meeting. If you should have any questions, please advise.

/tjl

Attachments

Case No. CPZ-1-2016



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

REZONING 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) Roy Wayne Yates
ADDRESS 9400 South Babcock Street
CITY Fellsmere STATE FL ZIP 32948
PHONE # 321-508-5670 FAX # NA
E-MAIL ADDRESS NA
- 2) COMPLETE LEGAL DESCRIPTION OF PROPERTY COVERED BY APPLICATION
See Attached
SECTION 21 TOWNSHIP 30 RANGE 37
- 3) SIZE OF AREA COVERED BY THIS APPLICATION (calculate acreage): 244.419
- 4) ZONE CLASSIFICATION AT PRESENT (ex.: RS-2, CC, etc.) AU & AGR County Zoning)
- 5) ZONE CLASSIFICATION DESIRED (ex.: IU, LI, etc.): GU (General Use)
- 6) ARE ANY STRUCTURES NOW LOCATED ON THE PROPERTY? Yes
- 7) JUSTIFICATION FOR REZONING: Annexation form Brevard County to City of Palm Bay
- 8) PRESENT USE OF THE PROPERTY: Agricultural (cattle grazing, borrow pit) and one single-family residence
- 9) INTENDED USE OF PROPERTY: Agricultural (cattle grazing, borrow pit) and one single-family residence
- 10) THE FOLLOWING PROCEDURES AND ENCLOSURES ARE REQUIRED TO COMPLETE THIS APPLICATION:
☒ *\$600.00 Application Fee. Make check payable to "City of Palm Bay."
☒ Property map showing adjacent properties and clearly outlining the subject parcel (for land use amendment(s)). Provide in PDF format if larger than 11" x 14".

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 <https://www.bcpao.us/paohome.asp>) List shall be legible and the source of that information stated here: _____

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

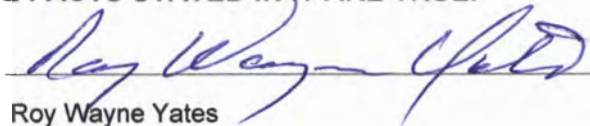
NA WHERE PROPERTY IS NOT OWNED BY THE APPLICANT, A LETTER MUST BE ATTACHED GIVING THE NOTARIZED CONSENT OF THE OWNER FOR THE APPLICANT TO REQUEST THE REZONING.

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 REZONING APPLICATION AND THAT THE FACTS STATED IN IT ARE TRUE.

Signature of Applicant



Date

11/30/2015

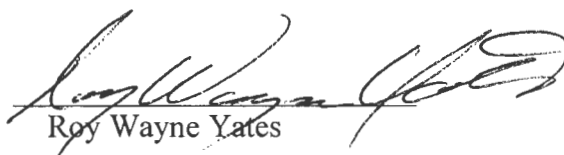
Printed Name of Applicant

Roy Wayne Yates

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

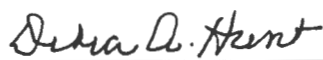
AUTHORIZATION TO ACT AS APPLICANT

Roy Wayne Yates, authorizes Kim Rezanka and the Law Firm of Dean Mead to act as Applicant, representing it in Public Hearings in Palm Bay pertaining to land use issues, including but not limited to Annexation, Future Land Use, Zoning and CU-1-2016, relating to property located at 9400 S. Babcock Street, Fellsmere, Florida.

By: 
Roy Wayne Yates

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 22nd day of December, 2015, by Roy Wayne Yates.

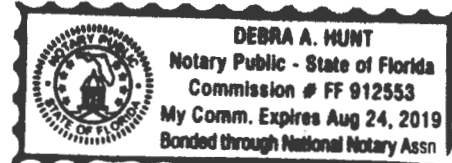


NOTARY PUBLIC

My commission expires:

- ☐ Personally Known
☒ Produced Identification

Type of Identification Produced: FL Driver's License



321-259-8900

7380 Murrell Rd, Ste 200

Viera, FL 32940

Krezanka@deanmead.com



DATE: January 6, 2016
CASE #: CPZ-1-2016

CITY OF PALM BAY

LAND DEVELOPMENT DIVISION STAFF REPORT

APPLICATION

PROPOSAL: A zoning assignment from an AU, Agricultural Residential Classification (Brevard County) and an AGR, Agricultural Classification (Brevard County) to a GU, General Use Holding District.

LOCATION: Located west of and adjacent to Babcock Street SE, south of the Deer Run Subdivision.

APPLICANT: Roy Wayne Yates

SITE DATA

PRESENT ZONING: AU, Agricultural Residential and AGR, Agricultural (Brevard County)

ACREAGE: 244.42 +/-

DENSITY: Maximum residential density of one (1) unit per five (5) acres.

ADJACENT ZONING

& LAND USE:

- N** -- AU, Agricultural Residential; Deer Run Subdivision
- E** -- AU, Agricultural Residential; Babcock Street SE
- S** -- GU, General Use; Vacant Land
- W** -- GU, General Use; Vacant Land

WATER & SEWER: Private well & septic

FLOOD ZONE: Floodzone X, outside the 500-year floodzone

**COMPLIANCE WITH THE
COMPREHENSIVE PLAN:** Yes, subject to the approval of CP-1-2016

BACKGROUND:

1. The property is located west of and adjacent to Babcock Street SE, south of the Deer Run Subdivision. Specifically, the property is Tax Parcels 1 and 9, Section 21, Township 30 South, Range 37 East, Brevard County, Florida, containing 244.419 acres, more or less.
2. The adjacent zoning and land uses are as follows:

North: AU, Agricultural Residential (Brevard County); Deer Run Subdivision
East: AU, Agricultural Residential (Brevard County); Vacant Land (across Babcock Street SE)
South: GU, General Use (Brevard County); Vacant Land
West: GU, General Use (Brevard County); Vacant Land
3. The applicant is requesting assignment of the City of Palm Bay's General Use Holding Zoning District. The applicant for this request is Roy Wayne Yates.

ANALYSIS:

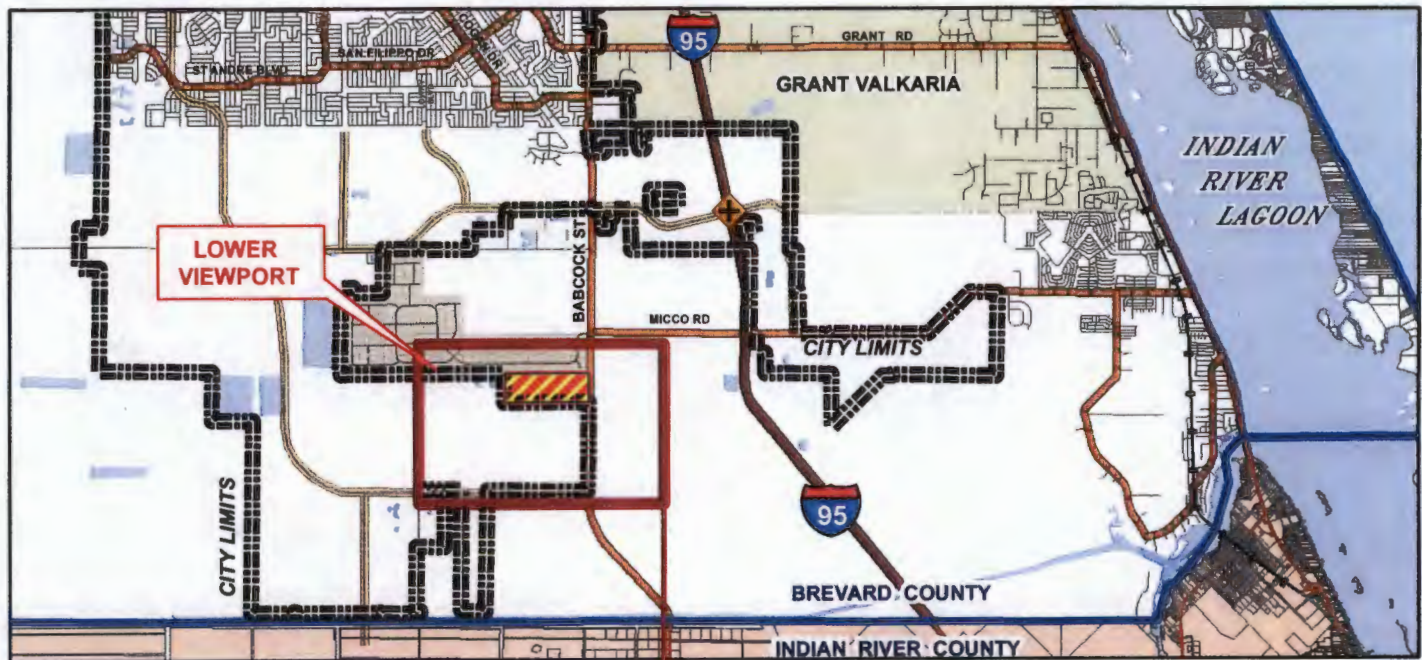
1. The GU District is intended to be applied to large undeveloped or sparsely developed areas which are capable of supporting single-family dwellings at very low densities without extensive infrastructure improvements and/or for agricultural activities.
2. The primary access to the property will be from Babcock Street. The proposed zoning includes no change from existing Brevard County trip generations.
3. The request for this zoning district has been submitted in order to be consistent and compatible with the proposed Future Land Use category of Rural Single Family Residential Use.

STAFF CONCLUSION:

The Board and City Council must determine if the requested zoning category is compatible with the requested Future Land Use category identified in Case No. CP-1-2016.

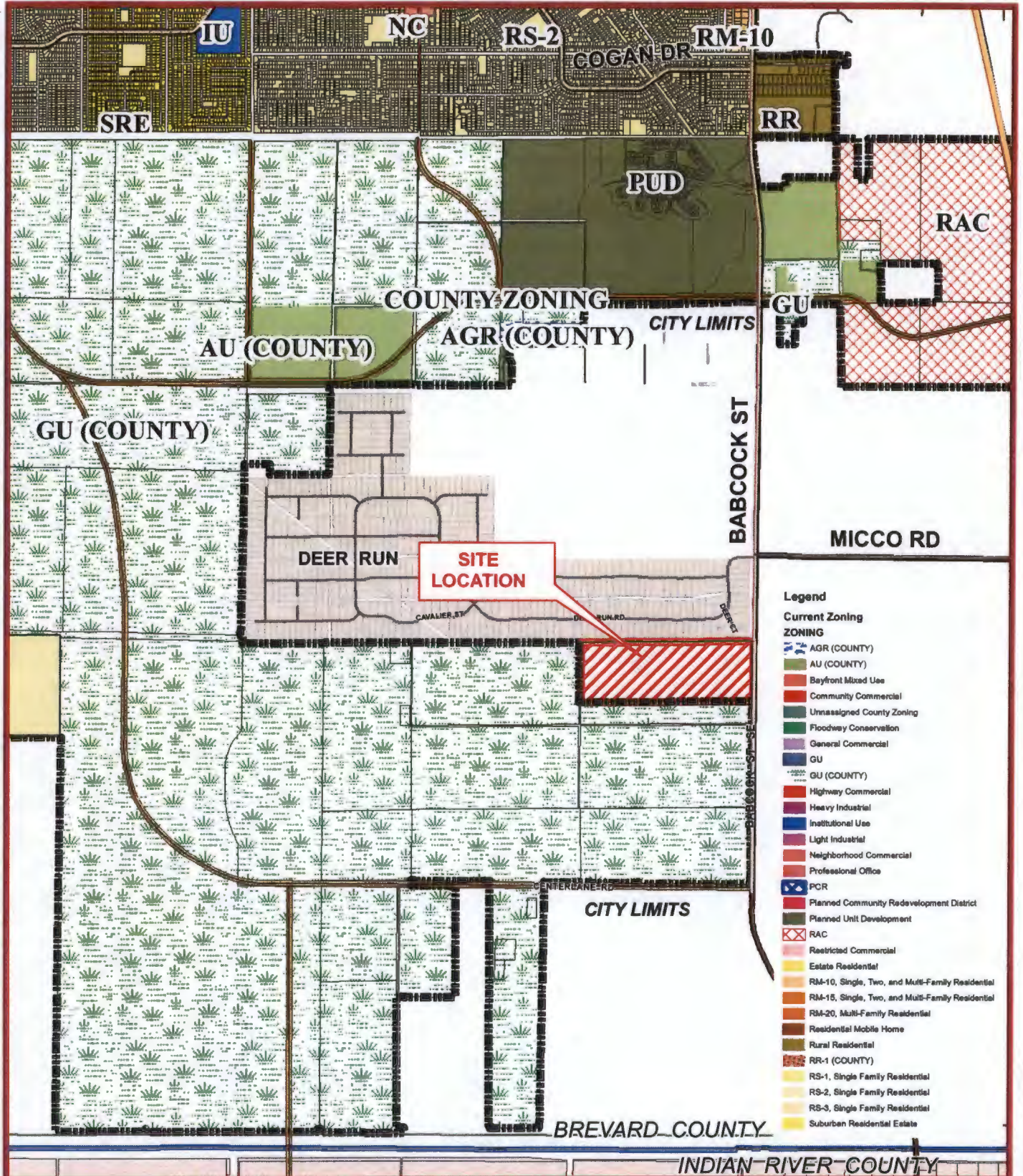


LOCATION MAP



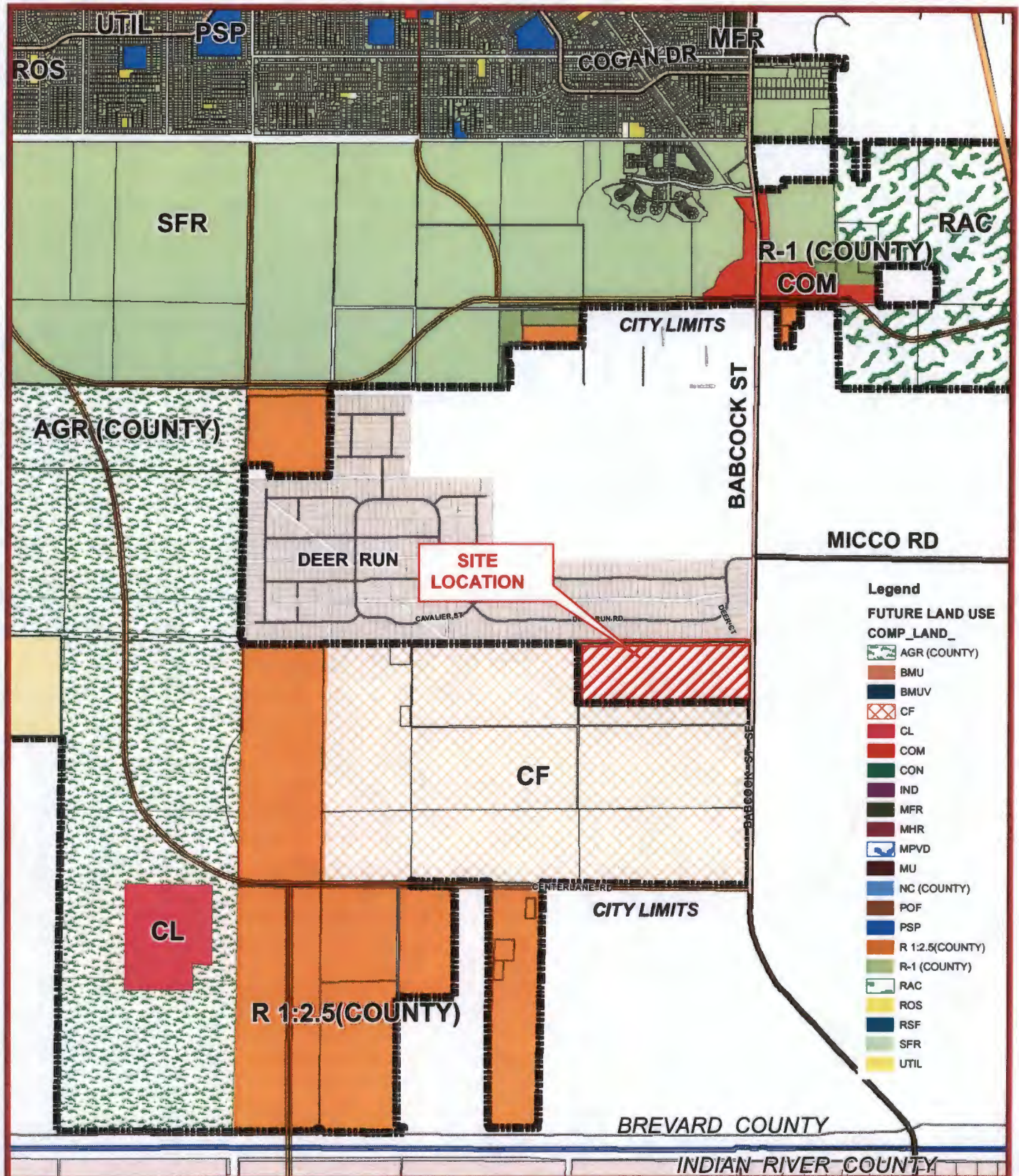
CP-1- 2016 and CPZ-1- 2016

Zoning



CP-1- 2016 and CPZ-1- 2016

Future Land Use



CP-1- 2016 and CPZ-1- 2016

**PLANNING AND ZONING BOARD
RECOMMENDATION
February 3, 2016**

Due to the Planning and Zoning Board minutes not being fully transcribed, only an excerpt of the minutes is being provided at this time.

CP-1-2016 – ROY WAYNE YATES

Staff Conclusion (Staff's conclusion has not changed):

Approval of the request.

Planning and Zoning Board Recommendation:

Motion by Mr. Weinberg, seconded by Mr. Artley to submit case CP-1-2016 to City Council for approval of a Comprehensive Plan Future Land Use Map amendment from Residential 1:2.5 (Brevard County) to Rural Single Family Use. The motion carried with members voting unanimously.

CPZ-1-2016 – ROY WAYNE YATES

Staff Conclusion (Staff's conclusion has not changed):

The Planning and Zoning Board and City Council must determine if the requested zoning category is compatible with the requested Future Land Use category identified in Case No. CP-1-2016.

Planning and Zoning Board Recommendation:

Motion by Mr. Weinberg, seconded by Mr. Pezzillo to submit case CPZ-1-2016 to City Council for approval of a zoning amendment from an AU, Agricultural Residential Classification (Brevard County) and an AGR, Agricultural Classification (Brevard County) to a GU, General Use Holding District. The motion carried with members voting unanimously.

FS-3-2015 – PALLADIO DEVELOPMENT, LLC

Staff Recommendation (Staff's recommendation has not changed):

Approval of the request subject to the requirements and conditions of the Staff Report.

Planning and Zoning Board Recommendation:

Motion by Mr. Pezzillo, seconded by Mr. Piatkowski to submit Case FS-3-2015 to City Council for final subdivision approval of a proposed 5-lot single-family residential development called Palladio Subdivision in an RS-2, Single Family Residential District subject to the requirements and conditions of the staff report. The motion carried with members voting unanimously.

ORDINANCE NO. 2016-11

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE ZONING ORDINANCE OF THE CITY OF PALM BAY BY CHANGING THE ZONING OF PROPERTY FROM AU (AGRICULTURAL RESIDENTIAL CLASSIFICATION) AND AGR (AGRICULTURAL CLASSIFICATION) (BREVARD COUNTY) TO GU (GENERAL USE HOLDING DISTRICT); WHICH PROPERTY IS LOCATED WEST OF AND ADJACENT TO BABCOCK STREET, IN THE VICINITY NORTH OF CENTERLANE ROAD AND SOUTH OF MICCO ROAD, AND LEGALLY DESCRIBED HEREIN; PROVIDING FOR A CHANGE OF THE ZONING MAP; PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. The Zoning Ordinance of the City of Palm Bay, Brevard County, Florida, is hereby amended to provide for the rezoning of property from AU (Agricultural Residential Classification) and AGR (Agricultural Classification) (Brevard County) to GU (General Use Holding District), being legally described as follows:

Commence at the Northeast corner of Section 21, Township 30 South, Range 37 East, thence South 88°55'53" West along the North line of said Section 21, a distance of 2,890.71 feet, thence South 00°29'30" East a distance of 25 feet to the South right-of-way of a 50 foot wide public right-of-way as shown on map of San Sebastian Farms recorded in Plat Book 6, Page 77 of the Public Records of Brevard County, Florida and the Point of Beginning of the herein described parcel; thence continue South 00°29'30" East a distance 1,995.03 feet to the South line of the north three-quarters of the North one-half of said Section 21; thence South 88°55'53" West along said South line of the North three-quarters of the North one-half a distance of 2,503.65 feet to the East right-of-way line of a 50 foot wide public right-of-way; thence North 00°17'00" West along said East right-of-way line a distance of 1,995.12 feet to the South right-of-way line of a 50 foot road right-of-way; thence North 88°55'53" East along said South right-of-way line a distance of 2,496.39 feet to the Point of Beginning; containing 114.493 acres, more or less.

TOGETHER WITH:

Commence at the Northeast corner of Section 21, Township 30 South, Range 37 East, thence South 88°55'53" West along the North line of said Section 21, a distance of 50.00 feet to the west right-of-way of Babcock Street (100' public right-of-way) as presently occupied, thence South 00°17'00" East along said West right-of-way a distance of 25 feet to the Point of Beginning of the herein described parcel; thence continue South 00°17'00"

along said West right-of-way of Babcock Street a distance 1,995.12 feet to the South line of the north three-quarters of the North one-half of said Section 21; thence South 88°55'53" West along said South line of the North three-quarters of the North one-half a distance of 2,833.36 feet to the centerline of a 20 foot wide drainage ditch; thence North 00°29'30" West along said centerline 1,995.03 feet to the South right-of-way line of a 50 foot road right-of-way as shown on map of San Sebastian Farms and recorded in Plat Book 6, Page 77 of the public records of Brevard County, Florida; thence North 88°55'53" East along said South right-of-way line a distance of 2,840.62 feet to the Point of Beginning; containing 129.926 acres, more or less.

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

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

Read in title only at Meeting No. 2016- , held on , 2016; and read in title only and duly enacted at Meeting No. 2016- , held on , 2016.

William Capote, MAYOR

ATTEST:

Terese M. Jones, CITY CLERK

Reviewed by CAO: _____

Applicant: Roy Wayne Yates
Case No.: CPZ-1-2016

cc: (date) Applicant
Case File



MEMO TO: Honorable Mayor and Members of City Council

FROM: Terese M. Jones, City Clerk

DATE: February 18, 2016

SUBJECT: Final Subdivision – Palladio Development, LLC

Palladio Development, LLC (Stephen Strelecki, representative) has submitted an application for final subdivision approval for a single-family residential development to be known as Palladio Subdivision within the RS-2 (Single-Family Residential District), which property is located at the southeast corner of Calcutta Avenue and Ontario Street, and contains 1.38 acres, more or less.

Staff Recommendation:

Approval of the request subject to the requirements and conditions of the Staff Report.

Planning and Zoning Board Recommendation:

Unanimous approval of the request subject to the requirements and conditions of the Staff Report.

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. FS-3-2015



Land Development Division
5240 Babcock Street, NE, Suite 300
Palm Bay, FL 32905
321-733-3042
Landdev@palmabayflorida.org

FINAL SUBDIVISION 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) PALLADIO DEVELOPMENT, LLC
ADDRESS 2030 Main Street; Suite 220
CITY Irvine STATE CA ZIP 92614
PHONE # 949-748-3940 FAX # _____
E-MAIL ADDRESS steve.strelecki@gmail.com
- 2) NAME OF PROPOSED SUBDIVISION: PALLADIO
- 3) COMPLETE LEGAL DESCRIPTION OF PROPERTY COVERED BY APPLICATION:
28-36-36-EX-0000J.0-0000.00
SECTION _____ TOWNSHIP _____ RANGE _____
- 4) SIZE OF AREA COVERED BY THIS APPLICATION (calculate acreage): 1.38 acres
- 5) HIGHWAY, STREET BOUNDARIES, AND NEAREST CROSSROADS: _____
Americana Blvd, left onto Chamberlin Ave, left onto Alcantarra St., left onto Calcutta Ave. NW
- 6) INTENDED USE OF PROPERTY: Divide into 5 parcels - Residential Homes
- 7) ZONE CLASSIFICATION AT PRESENT (ex.: LI, CC, etc.): RS 2
- 8) THE FOLLOWING PROCEDURES AND ENCLOSURES ARE REQUIRED TO COMPLETE THIS APPLICATION:
_____*\$800.00 Application Fee. Make check payable to "City of Palm Bay."
_____Six (6) copies of the final plat and six (6) copies of the required construction plan as required by Chapter 184, Palm Bay Code of Ordinances. The final plat shall also be provided in PDF format.
☒ List of all adjacent property owners and property owners directly opposite of the proposed subdivision. Such information shall be obtained from the most recent County tax rolls. (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.

**CITY OF PALM BAY, FLORIDA
FINAL SUBDIVISION APPLICATION
PAGE 2 OF 2**

____ 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 FINAL PLAT APPROVAL.

____ 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 FINAL
SUBDIVISION APPLICATION AND THAT THE FACTS STATED IN IT ARE TRUE.**

Signature of Applicant

Stephen Strelecki

Date

9/28/15

Printed Name of Applicant

Stephen Strelecki

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



January
~~November~~ 28, 2016

To Whom It May Concern,

This letter serves as authorization for Stephen R. Strelecki, Member, Palladio Development, LLC to act on my behalf of Palladio Development, LLC, for the purpose of requesting/picking up permits on properties belonging to Palladio Development, LLC, in the State of Florida.

In the event of any questions arise in connection with his authorization, I may be contacted at 480.678.7120.

IN WITNESS WHEREOF, Grantor signs this authorization.

GRANTOR:

Palladio Development LLC

X

[Signature] 1/28/2016
Giro Katsimbrakis
Managing Member

STATE OF CALIFORNIA)

)ss.

COUNTY OF ORANGE)

On this 28th day of January, 2016, before me personally appeared Giro Katsimbrakis, who, being by me duly sworn, did say that he is the sole managing member of Palladio Development, LLC, a limited liability company of the State of Florida, and that said instrument was signed on behalf of said limited liability company, and said sole member, acknowledged said instrument to be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my official seal in the jurisdiction aforesaid, the day and year first above written.

X

See Attached Acknowledgement.

Notary Publice

2030 Main Street, Suite 220, Irvine, Ca 92614

Tel: 949-748-3940 Fax:949-2585775

www.palladiodevelopment.com Email: info@palladiodevelopment.com

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

S.S.

On 11/28/2016 before me, Madoul S. Kobty a notary public

Name of Notary Public, Title

personally appeared Giro Katsimbrakis

Name of Signer (*)

X X X

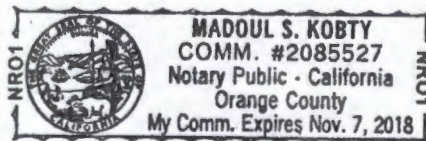
Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Madoul S. Kobty
Signature of Notary Public



OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Letter

of Authorization
containing one pages, and dated 11/28/16

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☐ Attorney-in-fact
☐ Corporate Officer(s)

Title(s)

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other:

representing: _____

Name(s) of Person(s) Entity(ies) Signer is Representing

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- ☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

- ☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

Resolution of the Board of Directors

Of

Palladio Development LLC

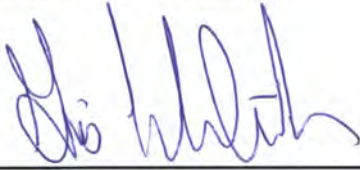
Resolved on this 28th day of January 2016 that Giro Katsimbrakis
Managing Member of Palladio Development LLC has appointed
Steven R. Strelecki as Manager of Palladio Development LLC

IN WITNESS WHEREOF, Grantor signs this authorization.

GRANTOR:

Palladio Development, LLC

X


Giro Katsimbrakis, Managing Member

1/28/2016


STATE OF CALIFORNIA)

)SS.

COUNTY OF ORANGE)

On this 28th day of January, 2016, before me personally appeared Giro Katsimbrakis, who, being by me duly sworn, did say that he is the sole managing member of Palladio Development, LLC, a limited liability company of the State of Florida, and that said instrument was signed on behalf of said limited liability company, and said sole member, acknowledged said instrument to be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my official seal in the jurisdiction aforesaid, the day and year first above written.

X 

Notary Publice

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

S.S.

On 1/28/2016 before me, Madoul S. Kobty a notary public
Name of Notary Public, Title
personally appeared Ciro Katsimbrakis
Name of Signer (*)

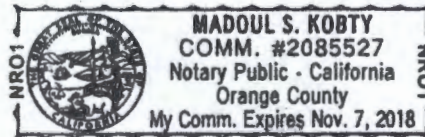
X X X
Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Madoul S. Kobty
Signature of Notary Public



OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Resolution of The Board of Directors containing one pages, and dated 1/28/2016.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☐ Attorney-in-fact
☐ Corporate Officer(s) _____
Title(s)

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- ☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

- ☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

CITY OF PALM BAY

LAND DEVELOPMENT DIVISION STAFF REPORT

APPLICATION

- PROPOSAL:** The applicant is requesting Final Subdivision approval for a single family residential development within the RS-2, Single Family Residential District.
- LOCATION:** The property is located at the SE corner of Calcutta Avenue and Ontario Street. Specifically, the subject property is Tract J of PMU 13, Section 36, Township 28 South and Range 36 East.
- APPLICANT:** Palladio Development, LLC. (Stephen Strelecki)

SITE DATA

- PRESENT ZONING:** RS-2, Single Family Residential District
- ACREAGE:** 1.38 acres (+)
- DENSITY:** Maximum 5 units per acre allowed – 3.62 units per acre proposed
- ADJACENT ZONING
& LAND USE:**
- N** -- RS-2, Single Family Residential; Single Family Home
 - E** -- RR, Rural Residential; Paradise Luxury Pet Estate
 - S** -- RS-2, Single Family Residential; MTWCD Canal No. 21
 - W** -- RS-2, Single Family Residential; Vacant Single Family Lot
- WATER & SEWER:** City Water & Sewer Available & Required
- FLOOD ZONE:** X, area outside the 500 year flood zone
- COMPLIANCE WITH THE
COMPREHENSIVE PLAN:** Yes

BACKGROUND:

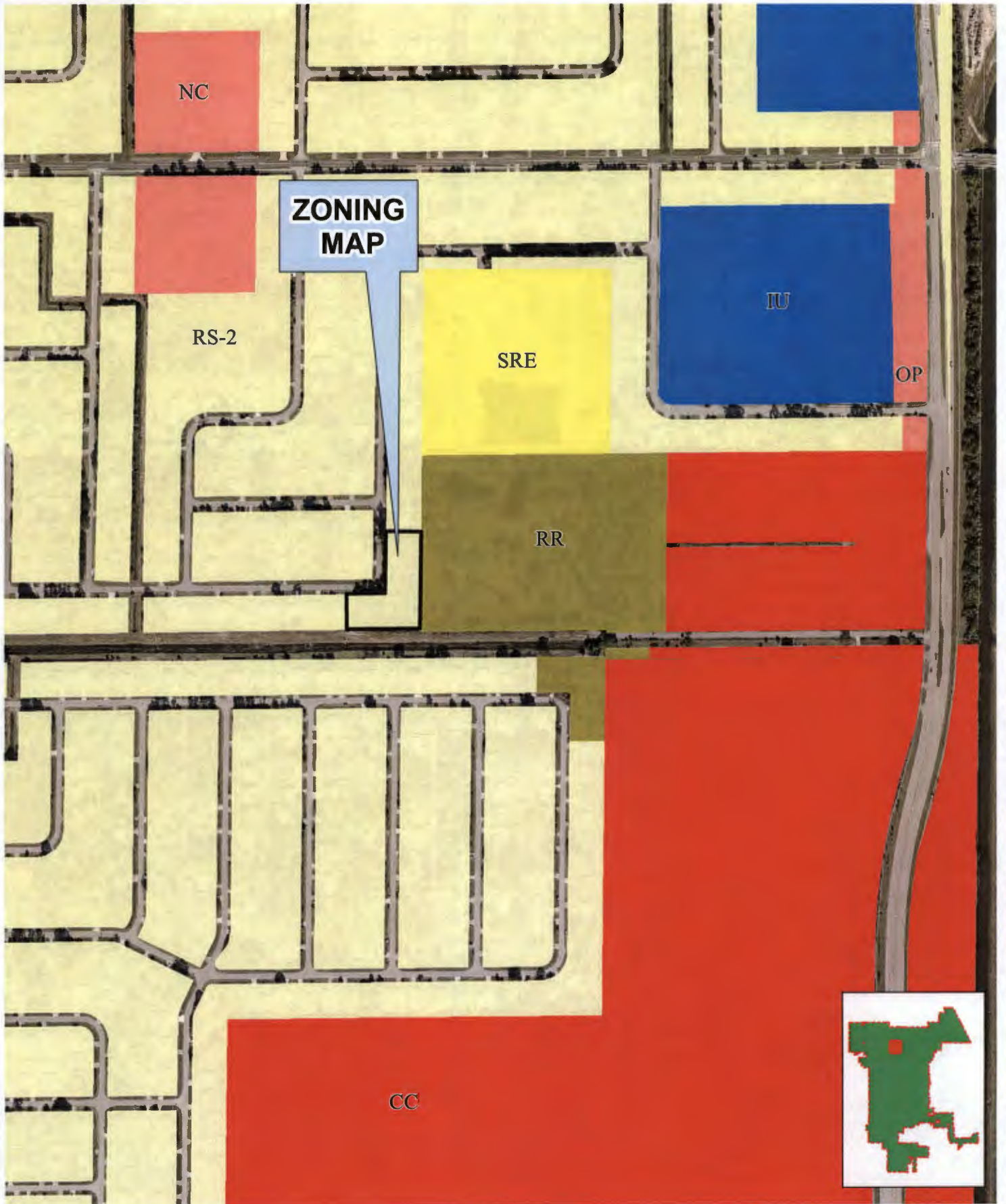
1. The property is located at the SE corner of Calcutta Avenue and Ontario Street. Specifically, the subject property is Tract J of Port Malabar Unit 13, Section 36, Township 28 South and Range 36 East. The property includes approximately 1.38 acres of land.
2. The zoning is RS-2, Single Family Residential. The property is bordered by RS-2 zoning on the north, south and west, and Rural Residential zoning abuts the western boundary. A single family abuts to the north and a vacant single family lot abuts to the west. To the east is the Paradise Luxury Pet Estate. To the south is Melbourne-Tillman Canal No. 21.
3. The applicant is requesting Final Subdivision approval, per Section 184.08 of the Palm Bay Code of Ordinances. The applicant for this request is Stephen Strelecki, of Palladio Development, LLC. The proposed name of the subdivision is Palladio.

ANALYSIS:

1. Palladio will be a five-lot subdivision of the 1.38 acre tract of land. All future homes will access their lots via Calcutta Avenue and Ontario Street. The lots will be graded so that stormwater runoff will be conveyed to the existing swale that parallels these roadways. This will match the design of the lots to the north and west, in PMU 13. A separate stormwater retention system is not required.
2. Each of the five (5) homes will connect to the city's water and sewer lines when the homes are constructed. No separate lift station or fire hydrant will be required. The existing utility system in this area is sufficient to accommodate the proposed development.
3. The land is permitted a maximum density of five (5) units per acre, per the City of Palm Bay's Comprehensive Plan. However, the applicant is proposing a density of only 3.62 units per acre. The minimum lot size in the RS-2 Zoning District is 75' wide by 100' deep. The proposed lots meet these parameters.
4. Overall, the proposed plan meets the requirements necessary for Final Subdivision approval. Prior to the City signing the Mylar, a Title of Opinion shall be submitted for review by the City Surveyor. Additionally, a Tree Survey meeting the requirements of Chapter 180 of the Code of Ordinances shall be submitted for staff review.

STAFF RECOMMENDATION:

Case No. FS-3-2015 is recommended for approval subject to the requirements and conditions of this Staff Report.

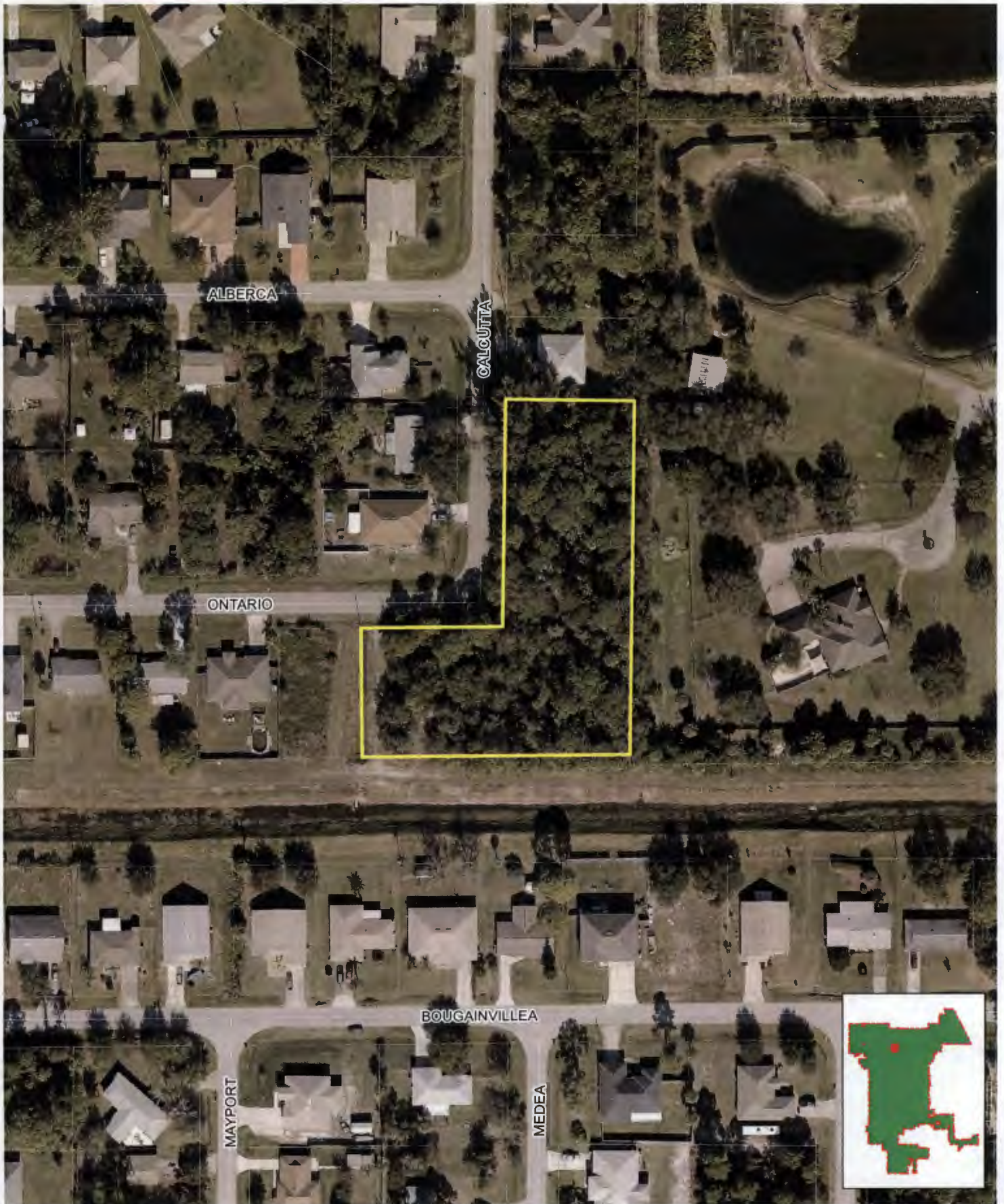


Map for illustrative purposes only. Not to be construed as binding or as a survey.

Map created by the Land Development Division



Tract J of PMU 13



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

Map created by the Land Development Division



Tract J of PMU 13

-PLAT PREPARED BY-
BRUNNER-HAGEN, INC.
ENGINEERS AND LAND SURVEYORS
801 CAROLINE STREET
MELBOURNE, FL., 32901
PHONE: 321-726-1861

PALLADIO

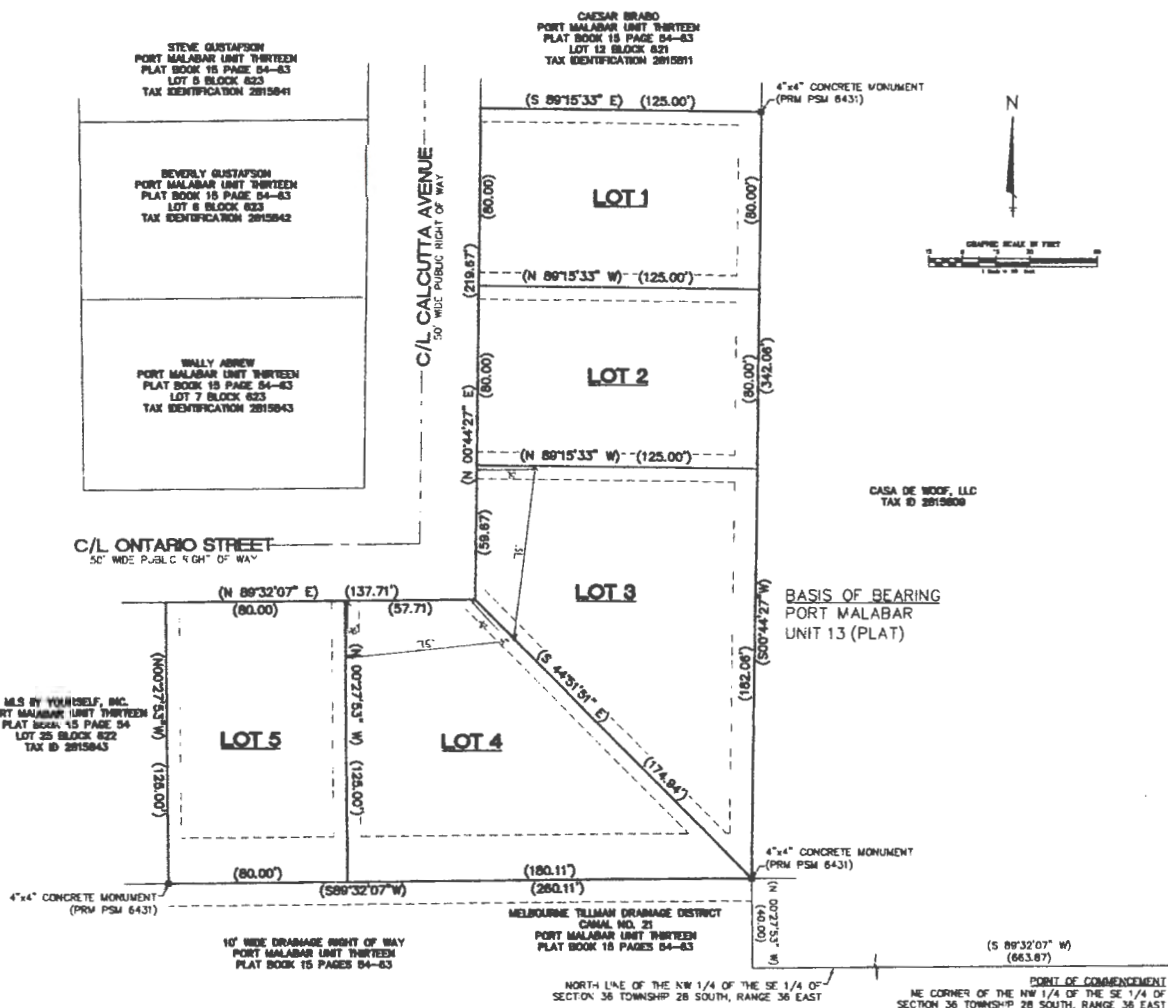
SECTION 36 TOWNSHIP 28 SOUTH RANGE 36 EAST
PALM BAY, FLORIDA

LEGAL DESCRIPTION:

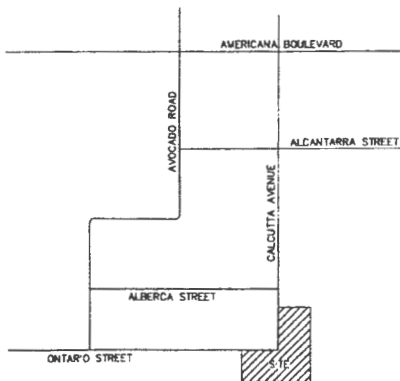
TRACT 4, PORT MALABAR UNIT THIRTEEN, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 15, PAGES 54 THROUGH 63, INCLUSIVE, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, ALL BEING WITHIN THE BOUNDS OF SECTION 36, TOWNSHIP 28 SOUTH, RANGE 36 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NE CORNER OF THE NW CORNER OF THE SE 1/4 OF SECTION 36, TOWNSHIP 28 SOUTH, RANGE 36 EAST PROCEED THENCE S 89°32'07" W FOR A DISTANCE OF 663.87 FEET; THENCE N 00°27'53" W FOR A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING; PROCEED THENCE S 89°32'07" W FOR A DISTANCE OF 260.11 FEET; THENCE N 00°27'53" W FOR A DISTANCE OF 125.00 FEET TO A POINT IN THE SOUTH RIGHT OF WAY LINE OF ONTARIO STREET; THENCE WITH SAID RIGHT OF WAY N 89°32'07" E FOR A DISTANCE OF 137.71 FEET TO THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF ONTARIO STREET AND THE EAST RIGHT OF WAY LINE OF CALCUTTA AVENUE; THENCE WITH SAID CALCUTTA AVENUE RIGHT OF WAY N 00°44'37" E FOR A DISTANCE OF 219.67 FEET; THENCE S 89°15'33" E FOR A DISTANCE OF 125.00 FEET TO A POINT; THENCE S 00°44'27" W, FOR A DISTANCE OF 342.06 FEET TO THE POINT OF BEGINNING.

MLS BY YOURSELF, INC.
PORT MALABAR UNIT THIRTEEN
PLAT BOOK 15 PAGE 54
LOT 35 BLOCK 622
TAX ID 2815843



LOCATION MAP NOT TO SCALE



NOTES

- 1) BASIS OF BEARINGS: BEARINGS SHOWN HEREON ARE BASED UPON THE EAST LINE OF TRACT 4.
- 2) EASEMENTS:
 - A SIX (6') WIDE EASEMENT RUNS ALONG ALL SIDE LOT LINES, IS HEREBY GRANTED FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AND DRAINAGE.
 - A TEN (10') WIDE EASEMENT RUNS ALONG THE REAR OF LOTS 1, 2 AND 3 AND IS HEREBY GRANTED FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AND DRAINAGE.
 - A TWENTY (20') WIDE EASEMENT RUNS ALONG THE REAR LINES OF LOTS 4 AND 5, AND IS HEREBY GRANTED FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AND DRAINAGE.
- 3) ALL CORNERS ARE MONUMENTED WITH 1/2" REBAR DESIGNATED PSM 6431 UNLESS OTHERWISE NOTED.
- 4) THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SURVEYED LANDS, DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCE BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- 5) PROPERTY SUBJECT TO RS-2 ZONING REGULATIONS.

SHEET 1 OF 1 SHEETS

SECTION 36 TOWNSHIP 28 SOUTH, RANGE 36 EAST

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That the Palladio Development, LLC named below, the owners in fee simple of the lands described in

PALLADIO

Herely dedicates said lands and plat for the uses and purposes herein expressed and dedicates all assessments as shown hereon to the perpetual uses of the public.

IN WITNESS WHEREOF, the undersigned owners hereunto set their hand and seal on _____

Stephen Strelecki
1437 Pineapple Avenue
Suite 505
Melbourne, Florida 32935

Signed and sealed in the presence of _____
Print Name:

STATE OF FLORIDA
COUNTY OF BREVARD
I, S. IS TO CERTIFY: That on _____ before me, on an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared Stephen Strelecki, of the named corporation incorporated under the laws of the State of Florida, to me known to be the individual and officers described in and who executed the foregoing Dedication and severally acknowledged the execution thereof to be known to be their free act and such officers therunto duly authorized; that the official seal of the corporation is duly affixed thereto; and that the said deed is the act and deed of said corporation.
IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date

Notary Public, State of Florida
My commission expires _____

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, being a licensed professional land surveyor and mapper, does hereby certify that on November 19, 2015 he completed the boundary survey of the lands shown in the foregoing plat that the boundary lines of the plotted land are true and correct representation of such lines in accordance with said boundary survey made under his direction and supervision, that said survey is accurate to the best of his knowledge and belief; that the permanent reference monuments ("PRM's") have been placed as required by law and the permanent control points ("PCP's") and that the lot corners, as shown on the foregoing plat has been placed and that the survey data complies with all requirements of Chapter 177, Part 1, Florida Statutes.

Florida Registration No. 6431
Jon E. Brunner, Professional Surveyor and Mapper
Brunner-Hagen, Inc.
Certificate of Authorization No. 157864
801 Carlin Street
Melbourne, FL, 32901

CERTIFICATE OF REVIEWING SURVEYOR
I hereby certify, that I have examined the foregoing plat and found that it is in conformity with Chapter 177, Part 1, Florida Statutes.

Reviewing Surveyor for the City of Palm Bay, Florida _____

CERTIFICATE OF APPROVAL BY MUNICIPALITY

This is to certify, that on _____ the City Council of the City of Palm Bay, approved the foregoing plat.

Mayor _____

Attest: _____
City Clerk

CERTIFICATE OF THE CLERK OF THE CIRCUIT COURT, BREVARD COUNTY, FLORIDA:

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

Clerk of the Circuit Court,
In and for Brevard County, Florida

**PLANNING AND ZONING BOARD
RECOMMENDATION
February 3, 2016**

Due to the Planning and Zoning Board minutes not being fully transcribed, only an excerpt of the minutes is being provided at this time.

CP-1-2016 – ROY WAYNE YATES

Staff Conclusion (Staff's conclusion has not changed):
Approval of the request.

Planning and Zoning Board Recommendation:

Motion by Mr. Weinberg, seconded by Mr. Artley to submit case CP-1-2016 to City Council for approval of a Comprehensive Plan Future Land Use Map amendment from Residential 1:2.5 (Brevard County) to Rural Single Family Use. The motion carried with members voting unanimously.

CPZ-1-2016 – ROY WAYNE YATES

Staff Conclusion (Staff's conclusion has not changed):

The Planning and Zoning Board and City Council must determine if the requested zoning category is compatible with the requested Future Land Use category identified in Case No. CP-1-2016.

Planning and Zoning Board Recommendation:

Motion by Mr. Weinberg, seconded by Mr. Pezzillo to submit case CPZ-1-2016 to City Council for approval of a zoning amendment from an AU, Agricultural Residential Classification (Brevard County) and an AGR, Agricultural Classification (Brevard County) to a GU, General Use Holding District. The motion carried with members voting unanimously.

FS-3-2015 – PALLADIO DEVELOPMENT, LLC

Staff Recommendation (Staff's recommendation has not changed):

Approval of the request subject to the requirements and conditions of the Staff Report.

Planning and Zoning Board Recommendation:


Motion by Mr. Pezzillo, seconded by Mr. Piatkowski to submit Case FS-3-2015 to City Council for final subdivision approval of a proposed 5-lot single-family residential development called Palladio Subdivision in an RS-2, Single Family Residential District subject to the requirements and conditions of the staff report. The motion carried with members voting unanimously.



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Gregg Lynk, City Manager

DATE: February 18, 2016 

RE: RFP 19-0-2016/SB, Polymer

The Utilities Department owns and operates a belt filter press at the North Regional Wastewater Treatment Plant. This RFP is for the purchase and delivery of polymer used as part of the wastewater treatment (dewatering) process at the belt filter press.

A competitive request for proposals was issued for the polymer, using a two-step method of procurement. Phase One consisted of submittal and evaluation of the Proposer Qualifications and Polymer Testing; Phase Two consisted of the evaluation of price. In Phase One, four responses were received from: Fort Bend Services, Inc., Harcros Chemicals, Inc., Solenis LLC, and Sterling Water Technologies. The proposals were evaluated for qualifications and technical response by Utilities Department Staff and all four vendors were approved for Jar Testing for their polymer.

The Jar Testing took place from December 7, 2015 to January 15, 2016 and three vendors completed the testing. The RFP specified that the polymer used, in the treatment process, should meet a dewatered minimum of 18% solids. The minimum 18% solids is a requirement for land use application of the dewatered solids. The polymer from Solenis LLC was the only one to meet the 18% specified in the RFP, therefore, the only company qualified to move to Phase Two (pricing).

Pricing was submitted by Solenis LLC at \$1.09lb. Our current pricing for polymer, from Solenis LLC, is \$1.39lb. The estimated annual usage is 26,000lbs of polymer. Staff recommends award of RFP to Solenis LLC.

The City's Local Preference was not applied to this RFP as none of the vendors are located within Brevard County.

REQUESTING DEPARTMENTS:

Utilities Department, Purchasing Division, Finance Department

FISCAL IMPACT:

The estimated annual amount is \$30,000.00. Funding is available in the Utilities Department Operating account, 421-8034-535-5202.

Mayor and Council: RFP 19-0-2016/SB, Polymer
February 18, 2016
Page 5

RECOMMENDATION:

Motion to award RFP 19-0-2016/SB, Polymer to Solenis LLC located in Wilmington, Delaware. 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 (5) consecutive years.

Attachments:

- 1) Bid Tabulation
- 2) Ranking Form

DR/ab

19-0-2016/SB Polymer		
Tabulation		
		Solenis LLC
		3 Beaver Valley Rd Ste 500
		Wilmington DE 19803
		302-502-0830 / 302-477-1675
		bidders@solenis.com
lbs Active Polymer per year		2,933
\$ per lbs / per dry ton	\$	2.37
Total Cost	\$	6,951.21
\$ per Neat lbs	\$	1.09

RFP #19-0-2016/SB
Polymer
Local Preference Calculation

CRITERIA - TOTAL 100 POINTS

Qualifications & Experience = 7.5 points
Technical Response = 7.5 points
Cost = 85 Points

Local Preference

Class "A" Vendor 10.0%
Class "B" Vendor 7.5%
Class "C" Vendor 5.0%
Class "D" Vendor 0.0%

BUDGET COST - \$50,000.00

Cost Proposal		Class "D" Vendor	Class "D" Vendor	Class "D" Vendor	Class "D" Vendor
				\$31,882.50	
		Fort Bend Services Inc PO Box 1688 Stafford TX 77497 281-261-5199/281-261-2295 djames@fortbendservices.com	Harcros Chemicals, Inc. 5132 Trenton Street Tampa, FL 33619 813-247-4531/813-247-7917 floridabids@harcros.com	Solenis LLC 3 Beaver Valley Dirve, Ste 500 Wilmington, DE 19803 302-502-0830/302-477-1675 bidders@solenis.com	Sterling Water Technologies PO Box 602 Columbia TN 38402-0602 931-540-1334/931-540-1338 sales@sterlingwatertech.com
		POINTS			
Qualifications/Experience	7.5	5.39	5.63	5.86	4.22
Technical Response	7.5	5.63	3.75	5.63	5.16
NON-PRICE FACTOR POINTS	15	11.02	9.38	11.49	9.38
Cost	85	0	0	85	0
SUBTOTAL	100	11.02	9.38	96.49	9.38
Local Preference	10	0.0%	0.0%	0.0%	0.0%
Additional Points		0.00	0.00	0.00	0.00
Total Score		11.02	9.38	96.49	9.38

NOTE: Solenis LLC is the only company that met the Jar Testing requirements from the Phase I portion of this solicitation; ant therefore, the only company that was qualified to participate in the Phase II portion which is pricing for purchase of Polymer.

FINAL RANKING

1) Solenis LLC 96.49

RFP #19-0-2016/SB
Polymer
Cost Multiplier Calculation

Budgeted Funding Available is \$50,000.00

COMPANY NAME	PROPOSAL COST	LOWEST COST PROPOSED	% OF LOW	MULTIPLIER	TOTAL POINTS ASSIGNED
Solenis LLC	\$31,882.50	\$31,882.50	100.0%	85	85.0

RFP #19-0-2016/SB
Polymer
Initial Ranking - Before Discussion

Qualifications & Experience = max 4 - points x's 1.875 = max 7.5 total					
	Cassandra	Tim	Average	Multiplier	TOTAL
COMPANY NAME	Smith	Bailey			POINTS
Fort Bend Services Inc	2.75	3.00	2.88	1.875	5.39
Harcros Chemicals	3.00	3.00	3.00	1.875	5.63
Solenis LLC	3.25	3.00	3.13	1.875	5.86
Sterling Water Technologies	2.50	2.00	2.25	1.875	4.22
Technical Response = max 4 - points x's 1.875 = max 7.5 total					
	Cassandra	Tim	Average	Multiplier	TOTAL
COMPANY NAME	Smith	Bailey			POINTS
Fort Bend Services Inc	3.00	3.00	3.00	1.875	5.63
Harcros Chemicals	2.00	2.00	2.00	1.875	3.75
Solenis LLC	3.00	3.00	3.00	1.875	5.63
Sterling Water Technologies	2.50	3.00	2.75	1.875	5.16
				TOTALS COMBINED	
Fort Bend Services Inc					11.02
Harcros Chemicals					9.38
Solenis LLC					11.48
Sterling Water Technologies					9.38

The following vendors are valid suppliers / authorized agents and can proceed with Jar Testing.

- 1) Solenis LLC
- 2) Fort Bend Services Inc
- 3) Harcros Chemicals / Sterling Water Technologies



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Gregg Lynk, City Manager

DATE: February 18, 2016

RE: RFP #25-0-2016/SB, Smoke Testing

The City has 265 miles of sanitary sewer gravity lines. Smoke testing of sanitary sewer gravity lines is performed to locate inflow and infiltration (I&I) in the lines. I&I of surface water and ground water can cause an unnecessary load and reduce the capacity at the Wastewater Treatment Plant. As the system ages locating sources of I&I in the system becomes vital and smoke testing is one of the most efficient and cost effective methods of locating defects and breaches. The smoke used in the testing is non-toxic, non-hazardous and is manufactured specifically for this purpose.

The City anticipates the need to smoke test approximately 200,000 feet of sanitary sewer gravity lines annually. This number may vary during the course of this contract, in FY14 - 75,000 ft was tested and FY15 - 300,000 ft was tested.

A competitive request for proposals was issued for Smoke Testing. Six responses were received from: Altair Environmental Group, Hydromax USA, Professional Services Group, Sewer System Evaluations, Shenandoah Construction and USSI, Inc. The proposals were evaluated for qualifications and technical response by Utilities Department Staff. The proposal submitted by USSI, Inc., was deemed the most responsive and ranked first. Staff recommends award of RFP to USSI, Inc.

REQUESTING DEPARTMENTS:

Utilities Department, Purchasing Division, Finance Department

FISCAL IMPACT:

The estimated annual amount of expenditures is \$46,000.00. Funding is available in Utilities Department Renewal & Replacement account (424-8032-535-4634); purchase orders are issued on an "as needed" basis.

RECOMMENDATION:

Motion to award RFP 25-0-2016/SB, Smoke Testing, to USSI, Inc., located in Venice, 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
2) Ranking Form

DR/ab

	RFP #25-0-2016/SB			Altair Environmental Group		Hydromax USA		Professional Services Group		Sewer System Evaluations		Shenandoah Construction		USSI, LLC	
	Smoke Testing			710 South Milwee St Longwood FL 32750		2500 Drane Field Dr Ste 204 Deland FL 33811		468 S Spring Garden Ave Ste B Deland FI 322720		2500 W Arthington Street Chicago IL 60612		1888 NW 22nd Street Pompano Beach FL 33069		752 Commerce Dr ste 15 Venice FL 34292	
				407-339-7134 / 407-339-6618		813-305-6610 / 502-565-0239		386-804-4678 / 321-233-0229		312-666-1900 / 312-666-5810		954-975-0098 / 954-975-9718		888-645-9570 / 941-926-8917	
				dlayton@altairenvironmental.com		jeff.graham@hydromaxusa.com		kwood@psgpipe rehab.com		ajb@sseservice.com		margaret.lary@shenandoahconstruction.com		dion@ussiusa.com	
ITEM	ITEM DESCRIPTION	Annual Quantity	UOM	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Smoke Testing of Sanitary Sewer Lines	200,000	LF	\$0.25	\$50,000.00	\$0.325	\$65,000.00	\$0.30	\$60,000.00	\$0.26	\$52,000.00	\$0.65	\$130,000.00	\$0.23	\$46,000.00

CRITERIA - TOTAL 100 POINTS

Qualifications = 15 points
Technical Proposal = 15 points
Cost = 65 points
Quality of Submittal = 5 points

Short List - Oral Presentations = 10 points

Local Preference
Class "A" Ven 10%
Class "B" Ven 7.5%
Class "C" Ven 5%
Class "D" Ven 0%

BUDGETED FUNDING AVAILABLE - \$30,000.00

		Class "D" Vendor	Class "D" Vendor	Class "D" Vendor	Class "D" Vendor	Class "D" Vendor	Class "D" Vendor
		\$50,000.00	\$65,000.00	\$60,000.00	\$52,000.00	\$130,000.00	\$46,000.00
		Altair Environmental	Hydromax USA	Professional Services Group	Sewer Systems Evaluations	Shenandoah Construction	USSI LLC
EVALUATION		710 South Milwee St Longwood FL 32750	2500 Drane Field Dr Ste 204 Deland FL 33811	468 S Spring Garden Ave Ste B Deland FL 322720	2500 W Arthington Street Chicago IL 60612	1888 NW 22nd Street Pompano Beach FL 33069	752 Commerce Dr ste 15 Venice FL 34292
CRITERIA	POSSIBLE	407-339-7134 / 407-339-6618 dlayton@altairenvironmental.com	813-305-6610 / 502-565-0239 jeff.graham@hydromaxusa.com	386-804-4678 / 321-233-0229 kwood@psgpipe rehab.com	312-666-1900 / 312-666-5810 aib@sseservice.com	954-975-0098 / 954-975-9718 margaret.lary@shenandoahconstruction.com	888-645-9570 / 941-926-8917 dion@ussiusa.com
	POINTS						
Summary of Qualifications	15	8.75	13.13	5.63	8.75	12.50	14.38
Technical Proposals	15	6.25	14.38	3.75	9.38	10.63	14.69
Quality of Submittal	5	2.92	4.90	2.71	2.92	4.48	4.90
SUBTOTAL (1) NON-PRICE FACTORS	35	17.92	32.40	12.08	21.04	27.60	33.96
Cost	65	58.80	46.00	49.83	57.50	23.00	65.00
SUBTOTAL (2) POINTS	100	76.72	78.40	61.92	78.54	50.60	98.96
SHORT LIST - ORAL PRESENTATIONS	10	0.00	0.00	0.00	0.00	0.00	0.00
SUBTOTAL (3) POINTS	110	76.72	78.40	61.92	78.54	50.60	98.96
Local Preference		0.0%	0.0%	5.0%	0.0%	0.0%	0.0%
Additional Points		0.00	0.00	3.10	0.00	0.00	0.00
TOTAL SCORE		76.72	78.40	65.01	78.54	50.60	98.96

Final Ranking

USSI, LLC	98.96
Sewer Systems Evaluations	78.54
Hydromax USA	78.40
Altair Environmental	76.72
Professional Services Group	65.01
Shenandoah Construction	50.60

RFP #25-0-2016/SB
Smoke Testing
Cost Calculations

Budgeted Funding Available is \$30,000.00

COMPANY NAME	PROPOSAL COST	LOWEST COST PROPOSED	% OF LOW	MULTIPLIER	TOTAL POINTS ASSIGNED
Altair Environmental Group	\$50,000.00	\$46,000.00	92.0%	65	58.80
Hydromax USA	\$65,000.00	\$46,000.00	70.8%	65	46.00
Professional Service Group	\$60,000.00	\$46,000.00	76.7%	65	49.83
Sewer System Evaluations	\$52,000.00	\$46,000.00	88.5%	65	57.50
Shenandoah Construction	\$130,000.00	\$46,000.00	35.4%	65	23.00
USSI, LLC	\$46,000.00	\$46,000.00	100.0%	65	65.00

Qualifications = max 4 - points x's 3.75 = max 15 total						
	Glenn	Dave	Cassandra	Average	Multiplier	TOTAL
COMPANY NAME	Beckett	Bryant	Smith			POINTS
Altair Environmental Group	3.00	3.00	1.00	2.33	3.75	8.75
Hydromax USA	4.00	4.00	2.50	3.50	3.75	13.13
Professional Service Group	2.00	2.00	0.50	1.50	3.75	5.63
Sewer System Evaluations	3.00	3.00	1.00	2.33	3.75	8.75
Shenandoah Construction	4.00	3.00	3.00	3.33	3.75	12.50
USSI, LLC	4.00	4.00	3.50	3.83	3.75	14.38
Technical Response = max 4 - points x's 3.75 = max 15 total						
	Glenn	Dave	Cassandra	Average	Multiplier	TOTAL
COMPANY NAME	Beckett	Bryant	Smith			POINTS
Altair Environmental Group	2.00	2.00	1.00	1.67	3.75	6.25
Hydromax USA	4.00	4.00	3.50	3.83	3.75	14.38
Professional Service Group	2.00	1.00	0.00	1.00	3.75	3.75
Sewer System Evaluations	3.00	3.00	1.50	2.50	3.75	9.38
Shenandoah Construction	3.00	3.00	2.50	2.83	3.75	10.63
USSI, LLC	4.00	4.00	3.75	3.92	3.75	14.69
Quality of Proposal = max 4 - points x's 1.25 = max 5 total						
	Glenn	Dave	Cassandra	Average	Multiplier	TOTAL
COMPANY NAME	Beckett	Bryant	Smith			POINTS
Altair Environmental Group	3.00	3.00	1.00	2.33	1.25	2.92
Hydromax USA	4.00	4.00	3.75	3.92	1.25	4.90
Professional Service Group	3.00	3.00	0.50	2.17	1.25	2.71
Sewer System Evaluations	3.00	3.00	1.00	2.33	1.25	2.92
Shenandoah Construction	4.00	4.00	2.75	3.58	1.25	4.48
USSI, LLC	4.00	4.00	3.75	3.92	1.25	4.90
					TOTALS COMBINED	
Altair Environmental Group						17.92
Hydromax USA						32.40
Professional Service Group						12.08
Sewer System Evaluations						21.04
Shenandoah Construction						27.60
USSI, LLC						33.96



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Gregg Lynk, City Manager

DATE: February 18, 2016

RE: Fuel Site Upgrades

A handwritten signature in blue ink, appearing to read "Gregg Lynk".

Various components of the City's fueling system date as far back as the early 1980's. There are many challenges in keeping both fuel sites operational throughout the year. As replacement parts become more scarce and obsolete, locating such can result in down time at our fueling locations.

Request for Proposal #26-0-2016 was published for fuel system upgrades to include: the replacement of two fueling dispensers at Main Street, the Gasboy fuel management system at both the Main Street and Public Works Malabar Road locations, and replacement of the fuel level/leakage monitoring hardware at both locations. Replacement of each component with new will increase fuel inventory accuracy, provide speedier fueling for Fleet customers, and minimize downtime and the costs associated as diagnosis can be made remotely via an i.p. address.

In total, three proposals were received. The Fleet Services Division Manager and one Fleet Supervisor evaluated non-price factors including qualifications and technical response. Purchasing Staff completed the additional point calculation for cost. The attached Scoring-Ranking form shows the result of the evaluation.

REQUESTING DEPARTMENTS:

Fleet Services/Public Works Department, Purchasing Division/Finance Department.

FISCAL IMPACT:

Included in the approved FY16 Fleet budget, funds are currently available, 521-7070-519-6221.

RECOMMENDATION:

Motion to award RFP #26-0-2016 to Guardian Fueling Technologies, of Sanford, Florida. Request authorization for the City Manager to negotiate and enter into agreement with Guardian Fueling Technologies for the procurement fueling system components as specified in the RFP for delivery within 90 days of award.

Attachment: 1) Scoring-Ranking Form

BW/ab

RFP #26-0-2016/SB
Fuel Site Upgrades
Local Preference Calculations

CRITERIA - TOTAL 100 POINTS

Qualifications = 10 points

Technical Proposal = 10 points

Cost = 80 points

Short List - Oral Presentations = 10 points

Local Preference

Class "A" Vendor 10%
Class "B" Vendor 7.5%
Class "C" Vendor 5%
Class "D" Vendor 0%

BUDGETED FUNDING AVAILABLE - \$90,000.00

		Class "D" Vendor	Class "D" Vendor	Class "D" Vendor
		\$108,950.00	\$73,865.00	\$77,942.50
EVALUATION		Adams Tank & Lift Inc	Guardian Fueling Technologies	KC Petroleum Inc.
CRITERIA	POSSIBLE	4568 - 131st Ave N Clearwater FL 33762	351 Central Park Drive Sanford FL 32771	650 Tallyrand Ave Jacksonville FL 32202
	POINTS	727-540-0931 / 727-540-0848	407-321-0130 / 407-321-2110	904-693-3200 / 904-786-8441
		brucebrown@adamstank.com	mtaylor@guardianfueltech.com	kcormier@kcpetroleum.com
Summary of Qualifications	10	8.75	8.75	8.75
Technical Proposals	10	8.75	8.13	8.75
SUBTOTAL (1) NON-PRICE FACTORS	20	17.50	16.88	17.50
Cost	80	53.24	80.00	75.81
SUBTOTAL (2) POINTS	100	70.74	96.88	93.31
SHORT LIST - ORAL PRESENTATIONS	10	0.00	0.00	0.00
SUBTOTAL (3) POINTS	110	70.74	96.88	93.31
Local Preference		0.0%	0.0%	0.0%
Additional Points		0.00	0.00	0.00
TOTAL SCORE		70.74	96.88	93.31

Final Ranking

1) Gardian Fueling Technologies 96.88
2) KC Petroleum, Inc. 93.31
3) Adams Tank & Lift 70.74

RFP #26-0-2016/SB
Fuel Site Upgrades
Cost Calculations

Budgeted Funding Available is \$90,000.00

COMPANY NAME	PROPOSAL COST	LOWEST COST PROPOSED	% OF LOW	MULTIPLIER	TOTAL POINTS ASSIGNED
Adams Tank & Lift Inc	\$108,950.00	\$73,865.00	67.8%	80	53.24
Guardian Fueling Technologies	\$73,865.00	\$73,865.00	100.0%	80	80.00
KC Petroleum Inc	\$77,942.50	\$73,865.00	94.8%	80	75.81


RFP #26-0-2016/SB
 Fuel Site Upgrades
 Initial Scoring

Qualifications = max 4 - points x's 2.5 = max 10 total					
	John	Herb	Average	Multiplier	TOTAL
COMPANY NAME	Cady	Jones			POINTS
Adams Tank & Lift	4.00	3.00	3.50	2.5	8.75
Guardian Fueling Technologies	4.00	3.00	3.50	2.5	8.75
KC Petroleum Inc	4.00	3.00	3.50	2.5	8.75
Technical Response = max 4 - points x's 2.5 = max 10 total					
	John	Herb	Average	Multiplier	TOTAL
COMPANY NAME	Cady	Jones			POINTS
Adams Tank & Lift	4.00	3.00	3.50	2.5	8.75
Guardian Fueling Technologies	3.50	3.00	3.25	2.5	8.13
KC Petroleum Inc	4.00	3.00	3.50	2.5	8.75
TOTALS COMBINED					
Adams Tank & Lift					17.50
Guardian Fueling Technologies					16.88
KC Petroleum Inc					17.50



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Gregg Lynk, City Manager 

DATE: February 18, 2016

RE: Wade Trim Task Order 16-02; Utility State Revolving Fund (SRF) Facility Plan
(Both Drinking Water and Clean Water Facility Plans)

Task Order 16-02, Utility State Revolving Fund Facility Plan is submitted for Council approval. The Task Order approval is requested in anticipation of new development in the northwest and southeast sections of the City requiring utility funded capital improvements. The growth and need for water and wastewater service expansion is being accelerated by the construction of the St Johns Heritage Parkway and I-95 Interchange; utility service as well as utilities collection, distribution and treatment capacities will need to be expanded to support this accelerated growth. Approximately 25 projects have been identified as potentially needing funds for both design and/or construction (estimated at approximately 45 million dollars).

Projects to support growth were identified in the 2012 Utilities Water and Wastewater Master Plans and many are being prioritized for funding and construction over the next 10 years. One of the most advantageous fund resources for the City is the State Revolving Fund for wastewater and drinking water with currently less than 1% and 2% interest, respectively for 20 year loans. Approved and engineer stamped Facility Plans are required as an application component when requesting SRF loans. Task Order 16-02 will provide for both comprehensive drinking water and clean water Facility Plans to substantiate the City's application for individual project funding on an as needed basis for development, both in the short and long term.

City Staff has reviewed the scope of work and requests council approval to proceed with Task Order 16-02 in the amount of \$110,266.00.

REQUESTING DEPARTMENT:

Utilities Department

FISCAL IMPACT:

A budget amendment will be required to appropriate fund balance in the Utilities Operating Fund in line item 421-8010-536-3121.

RECOMMENDATION:

Motion to approve Wade Trim Task Order 16-02, in the amount of \$110,266.00.

Attachments: 1) Task Order 16-02

DR/ab

CITY OF PALM BAY, FLORIDA

TASK ORDER 16-02 UTILITY STATE REVOLVING FUND FACILITY PLAN

Section I. BACKGROUND

Per the increase in substantial development being anticipated within the City, it will be necessary for the City to extend its mainline force main and water main infrastructure and expand its utility treatment capacity in order to accommodate the future utility demands. The 2012 Water & Wastewater Master Plans were reviewed to determine which projects will be required to accommodate the future developments. Per this review, it was determined that there are 25 (twenty-five) utility projects that will need to be completed over the next 10 (ten) years to accommodate future growth in the City (see attached map showing projects, location and brief scope).

The City has opted to fund the engineering and construction costs through the State of Florida's State Revolving Fund (SRF). In order to apply for funding to service a project, the SRF requires that a Planning / Facility Plan be developed and submitted for approval by the SRF (see attached SRF Planning Requirements guideline for content required in the report). Upon the approval, the City can then submit project specific submittals for funding.

The scope associated with this task order is to develop a Facility Plan for 25 (twenty-five) required projects that will allow the City to seek SRF if and when those projects will be deemed necessary due to future developments. Since the SRF department consists of Water Division and Wastewater Division we propose under this task order to submit two Facility Plans: one for water projects and the other for wastewater projects.

The content of the Facility Plan must contain the following information:

1. Executive Summary
2. Cost Comparison
3. Environmental Effects / Benefits
4. Selected Alternatives
5. Public Participation Process
6. Financial Feasibility
7. Schedule
8. Adopting Resolution

Wade Trim agrees to perform or assist in the above mentioned Facility Plan content as described in this task order:

Section II. SCOPE OF WORK

Task A—Engineering

As listed above in the content of the report, this task involves effort to complete Item Nos. 1, 2, 3, 4, and 7. This effort will be applied for all 25 projects, separated by water and wastewater projects.

Task B– Public Participation Process

As listed above in the content of the report, this task involves effort to complete Item Nos. 5 & 8. Wade Trim will assist the City in preparing the material needed for the Public Workshop to allow the public the opportunity to review the information provided.

Task C– Financial Feasibility

As listed above in the content of the report, this task involves effort to complete Item No. 6. Wade Trim will coordinate with Palm Bay staff and PRMG on the development of the financial feasibility for all 25 projects.

Task D – Facility Plan Report

The effort in this task is related to the accumulation of information from the previous tasks and the preparation of the report. Since a draft report will be needed for the Public Participation Process, this task includes effort for the draft and comments from the Process or City staff.

Section III. PROJECT TEAM

City of Palm Bay, Project Manager:	Bob Hinkel
Wade Trim, Project Manager:	Edward Fontanin, PE

PRMG will be a subconsultant on this task order to assist with the effort involving the financial feasibility. BKL, Inc. will be a subconsultant on this task order to assist with the effort involving the environmental efforts.

Section IV. PERMITTING

No permitting will be needed for this task order.

Section V. OWNER'S RESPONSIBILITY

The following items are, but not limited to, in order to complete the above mentioned Task Order:

- Information related to the financial feasibility

Section VI. SCOPE NOT INCLUDED IN THIS TASK ORDER

The following are items of work that are not included in the scope of this task order:

- Permitting
- Addressing comments from the State Clearinghouse Review

Section VI. DELIVERABLES

The following will be provided:

Task A – Engineering Portion of Report:

- Costing information related to all projects

Task B – Public Participation Process:

- Material needed with the coordination of the City for the Public Workshop

Task C – Financial Feasibility:

- Financial information on means of loan pay back

Task D – Facility Plan Report:

- Draft report for Public Participation Process
- Final report for SRF submittal

Section VII. SCHEDULE

Work will begin within 5 days of notice-to-proceed (NTP) and adhere to the following schedule.

- Draft report to the City: 8 weeks

Section VIII. METHOD OF COMPENSATION

The lump sum amount for the scope of work described above is \$ 110,266. Upon submittal of deliverables per each task order Wade Trim shall be compensated the following lump sum amounts:

Task A – Engineering Portion of Report:	\$ 68,612
Task B – Public Participation Process:	\$ 10,168
Task C – Financial Feasibility:	\$ 12,366
Task D – Facility Plan Report:	\$ 19,120

At the direction of the City of Palm Bay, Wade Trim may be requested to provide additional services. These additional services will be billed at Wade Trim's standard hourly billing rates.

IX. ACCEPTANCE

If the above scope and fees meet your approval, please indicate by your signature in the space provided below and return one (1) signed copy which will constitute an "Agreement and Notice-to-Proceed" for the accomplishment of this work .

WADE TRIM, INC.



Edward Fontanin, PE
Vice President

FEB 03/16

Date

City of Palm Bay, Florida

Gregg Lynk
City Manager

Date



TASKS		Task A Engineering	Task B Public Participation	Task C Financial	Task D Report	TOTAL	OTHER DIRECT COSTS	
CLASSIFICATION	RATE	HOURS \$	HOURS \$	HOURS \$	HOURS \$	HOURS \$		
E. Fontanin Senior Professional	\$ 200.00	45 \$9,000.00	16 \$3,200.00	4 \$800.00	20 \$4,000.00	85 \$17,000.00	Subconsultants Aerial Photos Soils Eng. Soils Boring Hydrogeologist BKI (environmental) PRMG (financial) Electrical Environmental	
B. Cornelius Prof Planner 3	\$ 135.00	12 \$1,620.00	24 \$3,240.00		12 \$1,620.00	48 \$6,480.00		\$ 25,000.00
C. Little PE 2	\$ 124.00	240 \$29,760.00	4 \$496.00	40 \$4,960.00	60 \$7,440.00	344 \$42,656.00		\$ 6,000.00
A. Warner Prof Planner 2	\$ 101.00	32 \$3,232.00	32 \$3,232.00	6 \$606.00	60 \$6,060.00	130 \$13,130.00		
						0 \$0.00		
						0 \$0.00	Sub Total	\$31,000.00
						0 \$0.00	Direct Cost	
						0 \$0.00	CADD	
						0 \$0.00	Computers	
						0 \$0.00	Equipment	
						0 \$0.00	Photocopies	
						0 \$0.00	Color Copies	
						0 \$0.00	Graphics	
						0 \$0.00	Computer	
						0 \$0.00	Travel	
						0 \$0.00	Scanner	
						0 \$0.00	OCE Printer	
						0 \$0.00	Sub Total	\$0.00
						0 \$0.00	OTHER DIRECT COSTS TOTAL	\$31,000.00
						0 \$0.00	Labor Multiplier (=1 for billing rate schedule)	1.00
						0 \$0.00		
						0 \$0.00	TOTAL DIRECT LABOR	\$ 79,266.00
TOTAL		329 \$43,612.00	76 \$10,168.00	50 \$6,366.00	152 \$19,120.00	607 \$79,266.00	TOTAL COST	\$110,266.00

Clean Water SRF Planning Requirements

Section 62-503.700(2) F.A.C. covers the planning requirements for the State Revolving Loan Program. The loan applicant must provide the following planning documentation:

Planning Document

- Executive Summary
- Cost Comparison
- Environmental Effects/Benefits
- Selected Alternative
- Public Participation Process
- Financial Feasibility
- Schedule
- Adopting Resolution

Executive Summary

- Project Description.
- Need or Justification for Project.
- Project Location Map. This map must clearly show the precise location of the proposed project. Roadways must be legibly labeled.

Cost Comparison

- A cost comparison of at least two alternatives.
- Alternatives may include the cost of a no action alternative.
- For non-point source projects funded under Section 319 or 320 of the Clean Water Act, the cost comparison requirement shall be deemed to have been met when a "qualified" best management practice (BMP) is selected for implementation.

Environmental Effects

- Discuss environmental benefits associated with the proposed project.
- Will the proposed project have any significant adverse effects upon flora, fauna, threatened or endangered plant or animal species, surface water bodies, prime agricultural lands, wetlands, or undisturbed areas?
- Provide a list of endangered/threatened plant and animal species (obtain from U.S. Fish and Wildlife) for the project area.
- Will the proposed project have any significant adverse human health or environmental effects on minority or low-income communities?
- What investigations/site visits were performed to determine the environmental effects of the proposed project? This should be accomplished by a qualified individual. Submit any report or findings.

Clean Water SRF Planning Requirements.

Selected Alternative

- Describe existing and recommended facilities
- Provide detailed cost estimate of selected alternative.

Public Participation Process

- Hold public meeting to explain the project, including cost and impact on user charges; and enable public participation in evaluating project alternatives.
- Meet local requirements for advertising the public meeting.
- Provide minutes of public meeting and include a copy of the advertisement.
- For non-point source projects funded under Section 319 or 320 of the Clean Water Act, the public participation requirement shall be deemed to have been met as a result of the environmental review process.

Financial Feasibility

- Identify revenues to be dedicated to repaying the loan.
- Existing/Proposed User Charge System
- Complete Capital Financing Plan.

Schedule

- Schedule for implementing the recommended facilities

Adopting Resolution

- Specific Authorization to implement the planning recommendations.

State Clearinghouse (SCH) Review

- Submit one hard copy (signed and sealed by a P.E. registered in the State of Florida) of the planning document along with a CD (containing a compiled version in PDF format) to the Bureau of Water Facilities Funding for uploading to DEP's website (www.dep.state.fl.us/water/wff). The SCH will then distribute the plan electronically.
- SCH review process takes 6 to 8 weeks

Department Actions

The Department reviews the planning documents and works with project sponsors to ensure that planning requirements are met. In addition, Department staff will be responsible for the following actions.

Environmental Review

- DEP performs an environmental review for all projects. The environmental review establishes the environmental significance of a proposed project and establishes the Department's intention to make funding available for the project.
- For each project, the DEP publishes a Florida Environmental Information Document (FEID) in the Florida Administrative Weekly.

Acceptance of Planning Documents

- Upon completion of all planning requirements, the Department will issue a letter accepting the planning document.

Other Planning Related Issues

To get on the fundable portion of the priority list requires the following readiness-to-proceed requirements.

- Completion of the planning requirements as described above.
- Department acceptance of biddable plans and specifications.
- Certification of availability of all projects sites necessary for the purpose of construction, operation, and maintenance over the useful life of the facilities.
- Permit (as-required).

The planning document shall be signed and sealed by a professional engineer registered in the State of Florida. The approval process is estimated to take approximately 3 months once a complete document has been submitted by the sponsor's engineer.

Projects are subject to removal from the fundable portion of the priority list if the loan application is not submitted within 120 days of placement on the fundable portion of the priority list and are also subject to removal if the loan agreement has not been executed within 210 days of being placed on the fundable portion of the priority list.

Loans are awarded on a "first come, first serve" basis.



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Gregg Lynk, City Manager

DATE: February 18, 2016

RE: Wade Trim Task Order 16-03
Palm Vista Water Main & Force Main Design & Permitting

A handwritten signature in blue ink, appearing to read "Gregg Lynk".

The Utilities Department has submitted Wade Trim Task Order 16-03, Palm Vista Water Main & Force Main Design & Permitting for council approval. The Task Order was requested to provide design for water and wastewater main extensions from connection points on Malabar Road to the proposed Palm Vista Development in the northwest section of the City

The proposed location for the 12-inch force main and the 16-inch water main will be along the St Johns Heritage Parkway. The design will be a best-fit alignment for the force main and water main inside the right-of-way (same side for both mains) and will connect to existing utilities at Malabar Road. Line sizes have been validated by best estimates concerning development and water and wastewater system modelling. The estimated conceptual construction cost for both the water main and force main is approximately \$1.5 million.

City Staff has reviewed the scope of work and requests council approval to proceed with Task Order 16-03 in the amount of \$129,978.00.

REQUESTING DEPARTMENTS:

Utilities Department, Purchasing Division, Finance Department

FISCAL IMPACT:

A budget amendment will be required to appropriate fund balance in the Utilities Operating Fund, accounts 421-8020-533-6324 (\$86,652.00) and 421-8030-535-6325 (\$43,326.00), in order to fund task order.

RECOMMENDATION:

Motion to approve Wade Trim Task Order 16-03, in the amount of \$129,978.00.

Attachment: 1) Task Order 16-03

CITY OF PALM BAY
TASK ORDER 16-03
PALM VISTA WATER MAIN & FORCE MAIN DESIGN & PERMITTING

Section I. BACKGROUND

The City of Palm Bay Utilities Department is requesting that Wade Trim prepare bid documents and permitting for a 12-inch force main and a 16-inch water main to connect into the existing Malabar Road utilities thus extending it along the St Johns Heritage Parkway. This main line force main & water main connection will serve as the utility connection point for the proposed Palm Vista development.

The effort described in this task order is to provide survey, plan and profile design and to submit permitting documentation to the Florida Department of Environmental Protection and Melbourne Tillman Water Control District. The alignment of the water main and force main are proposed to be on the same side of the roadway.

The conceptual construction cost estimate for both the water main and force main project is approximately \$ 1.5 million.

Section II. SCOPE OF WORK

Wade Trim agrees to perform the following tasks to complete the above mentioned task orders:

Task A – Field Information

Wade Trim will provide a survey of approximately 2 miles along Malabar Road and St John Heritage Parkway corridor. The survey will be a surface survey and will include the full road right-of-way based on the water main & force main alignment being inside of the right-of-way.

The right-of-way will be placed in a best-fit alignment based on registered plats, field-located property lines and aeriels using fence lines and other existing features. In sections where the proposed water main & force main is to cross a canal, a single cross section will be obtained at the location of the approximate transmission main alignment.

The utility locates of the project limits will be based on submitting plans to the private utility companies to obtain record plans of any existing and proposed utilities within the project limits.

All work for this project is anticipated to be located within the road right-of-way, thus no effort for easement preparation is included.

Geotechnical information obtained during the design/construction of the St Johns Heritage Parkway project will be used in the design of the proposed utilities. Geotechnical exploration / investigation are not included in the scope of this task order.

Utility information shown on the engineering plans will be from the information provided from each of the responsive utility companies. No subsurface utility elevations or geotechnical engineering is included in this task order.

Task B – 60% Design

Wade Trim will prepare the construction plans for the proposed water main and force main as described above. The design and the effort for this task order is based that the water main and force main to be on the same side of the right-of-way.

Engineering plans will be prepared using a 1:40 scale for plan and profile view. Engineering plans will be prepared from the information obtained in Task A – Survey. Stationing for the utilities will be based from the centerline of the roadway. Engineering plans will show such details as bends, tees, valves and any other major construction features.

Wade Trim will utilize the City's standard notes and technical specifications as part of the engineering bid documents.

Upon completion of 60% design Wade Trim will prepare the permit application for the Florida Department of Environmental Protection (FDEP) related for the construction of the water main & force main and Melbourne Tillman Water Control District (MTWCD). FDEP general permit will be requested for the construction of the two utilities.

Wade Trim agrees to make any necessary modifications to the plans and provide any additional information for one (1) FDEP and, one (1) MTWCD RAI.

Task B – 90% Design

Upon comments received from the City on the 60% review, Wade Trim will assess the comments and incorporate them as seen fit for the 90% review documents.

Task B – 100% Design

Upon comments received from the City on the 90% review, Wade Trim will assess the comments and incorporate them as seen fit for the 100% review documents.

Section III. PROJECT TEAM

City of Palm Bay, Project Manager:
Wade Trim, Project Manager:

Bob Hinkel
Edward Fontanin, PE

Kane Land Surveying will be a subconsultant to provide surveying support.

Section IV. PERMITTING

Melbourne Tillman Water Control District and Florida Department of Environmental Protection water main & force main permit will be necessary prior to construction.

Section V. OWNER'S RESPONSIBILITY

The following items are, but not limited to, required from the City in order to complete this Task Order:

- Geotechnical information for the construction of the St Johns Heritage Parkway
- Provide the Environmental Site Assessment for the construction of the St Johns Heritage Parkway
- Coordination with other City departments for project approval
- Provide the payment for any of the agency permitting applications

Section VI. NOT INCLUDED IN SCOPE OF WORK

The following are scope of work not included within the effort of this task order:

- Submittal of an environmental resource permit (ERP)
- Geotechnical
- Bidding assistance
- Construction management
- Construction inspection

Section VII. DELIVERABLES

The following deliverables will be provided to the City:

Task A – Field Information

- Electronic copy of the surface survey

Task B/C/D – Design

- 60/90/100% engineering plans of the proposed water main & force main for City approval
- Engineering plan submittal to FDEP and MTWCD

Section VIII. SCHEDULE

Work will begin within 5 days of notice-to-proceed and adhere to the following milestone dates:

Task A – Field Information:	completed within 45 days of NTP
Task B – 60% Design:	completed within 4 months of NTP
Task C – 90% Design:	completed within 2 weeks of receiving comments from City
Task D – 100% Design:	completed within 2 weeks of receiving comments from City

Section IX. METHOD OF COMPENSATION

The City shall compensate Wade Trim the lump sum fee for each task for the scope of services as specified prior in this task. The breakdown for this project is as follows:

Task A – Field Information:	\$ 33,440
Task B – 60% Design:	\$ 50,310
Task C – 90% Design:	\$ 29,860
Task D – 100% Design:	\$ 16,368
Total	\$ 129,978

Wade Trim shall invoice the City the fee allocated for each task upon the completion of each task. At the direction of the City, Wade Trim may be requested to provide additional services. These additional services will be billed at Wade Trim's standard hourly billing rates.

Section X. ACCEPTANCE

If the above scope and fees meet your approval, please indicate by your signature in the space provided below and return one (1) signed copy which will constitute an "Agreement and Notice to Proceed" for the accomplishment of this work.

WADE TRIM, INC.

CITY OF PALM BAY



Edward Fontanin, PE
Vice President

Gregg Lynk
City Manager

February 3, 2016

Date

Date



Engineering Planning
Sciences Surveying

Project: Palm Vista - Water Main + Force Main
Client: City of Palm Bay
Prepared By: CL
Date: December 17, 2015

Project Cost Estimating Sheet


WT102-01

TASKS		Task A Field Information	Task B 60% Design	Task C 90% Design & Permitting	Task D 100% Design		TOTAL	OTHER DIRECT COSTS
CLASSIFICATION	RATE	HOURS \$	HOURS \$	HOURS \$	HOURS \$		HOURS \$	
E. Fontanin	\$ 200.00	16	75	65	32		188	Subconsultants
Senior Professional		\$3,200.00	\$15,000.00	\$13,000.00	\$6,400.00	\$0.00	\$37,600.00	Aerial Photos
C. Little	\$ 124.00	24	100	85	60		269	Soils Eng.
PE 2		\$2,976.00	\$12,400.00	\$10,540.00	\$7,440.00	\$0.00	\$33,356.00	Environmental Assessment
CAD	\$ 79.00	16	290	80	32		418	Geotechnical
Tech 6		\$1,264.00	\$22,910.00	\$6,320.00	\$2,528.00	\$0.00	\$33,022.00	Survey
								Mechanical
								Electrical
								Environmental
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
							0	
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
							0	Sub Total
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,000.00
							0	
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Direct Cost
							0	CADD
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Computers
							0	Equipment
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Photocopies
							0	Color Copies
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Graphics
							0	Computer
		\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	Travel
							0	Scanner
		\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	OCE Printer
							0	
		\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	Sub Total
							0	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	OTHER DIRECT COSTS TOTAL
							0	\$26,000.00
		\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
							0	Labor Multiplier (=1 for billing rate schedule)
		\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	1.00
							0	
		\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	TOTAL DIRECT LABOR
							875	\$ 103,978.00
TOTAL		56	465	230	124		875	TOTAL COST
		\$7,440.00	\$ 50,310.00	\$ 29,860.00	\$ 16,368.00		\$103,978.00	\$129,978.00



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Gregg Lynk, City Manager 

DATE: February 18, 2016

RE: Stormwater Utility Review and Audit Continuing Consultant Services Contract for RFQ #09-0-2016/JM, Master Agreement and Fee Schedule Approval

On December 17, 2016, City Council authorized staff to negotiate a contract with Government Services Group, Inc. for Stormwater Utility Review and Audit Continuing Consultant Services contract to review and evaluate the current program and fees established for the Stormwater Utility. The Stormwater Utility Fee went into effect on October 1, 2010. The Stormwater Utility is a special entity set up to provide funding that is used specifically for stormwater management. During the past five years, improvements have been reviewed and modified to include stormwater utility calculations and credits, for residential and commercial property owners. Staff requested services from an outside consultant to review our current business model, with an emphasis on conducting an audit of residential and commercial accounts, for accuracy of assigned ERU's and applied credits, as well as to conduct a review of the entire stormwater utility business model to increase efficiency and financial stability.

A Master Agreement which established hourly rates per discipline was negotiated for this continuing consultant agreement for a one year term with the option to renew for up to an additional four-annual terms. Individual Task Orders with defined scopes of work will be negotiated and issued throughout the term. Task Orders with dollar values that require Council approval will be brought forward for consideration.

REQUESTING DEPARTMENTS:

Public Works Department, Purchasing Division, Finance Department

FISCAL IMPACT:

The estimated annual cost of the Stormwater Utility Review and Audit is \$200,000.00. Funds for this project for F/Y 2015-16 are currently available in account # 461-7084-541-31.41 Professional Services/Other Professional Services.

RECOMMENDATION:

Motion to approve and authorize the City Manager to execute the attached Master Agreement and Rate Schedule with Government Services Group, Inc. for Stormwater Utility Review and Audit Continuing Consultant Services contract.

Attachments: 1) Master Agreement
2) Hourly Rate Schedule

BM/cb

CONTINUING CONSULTANT ENGINEERING SERVICES AGREEMENT
Stormwater Utility Review & Audit Continuing Consultant Services, RFQ #09-0-2016/JM

This is an agreement entered into this ____ day of ____ 2016, by and between the City of Palm Bay, 120 Malabar Road, SE, Palm Bay, FL 32907 a Florida municipal corporation and political subdivision of the State of Florida, hereinafter referred to as CITY and Government Services Group, Inc., 1500 Mahan Drive, Suite 250, Tallahassee, FL 32308 (FEI/EIN #593419105), hereinafter referred to as CONSULTANT. For and in consideration of the mutual agreements hereinafter contained, and for other good and valuable consideration, the CITY hereby retains the CONSULTANT and the CONSULTANT hereby covenants to provide professional services as prescribed herein.

SECTION 1 - GENERAL IDENTIFICATION OF SERVICES

The following documents are incorporated and made part of this Agreement:

Specifications prepared by CITY in its Request for Qualifications No. 09-0-2016/JM Stormwater Utility Review & Audit Continuing Consultant Services— (Exhibit 1).

Qualification Submittal for CITY prepared by CONSULTANT dated November 2, 2015 (Exhibit 2).

All exhibits may also be collectively referred to as the “Documents”. In the event of any conflict between the Documents or any ambiguity or missing specification or instruction, the following priority is established:

Specific direction from City Manager or designee

This Agreement and any attachments.

Exhibit 1

Exhibit 2

All professional services provided by the CONSULTANT for the CITY shall be identified in the attached individual Statements of Work Task Orders, Attachment(s) “B” and Attachment “A” Consultant’s Rate Schedule Proposal. No additional work shall be performed under this Agreement without written authorization from the City. The written authorization for additional services shall constitute an addendum to this Agreement.

SECTION 2 - CITY OBLIGATIONS

The CITY agrees it shall furnish to the CONSULTANT, upon request, any data available

in the CITY'S files pertaining to the work to be performed under this Agreement.

SECTION 3 - PROFESSIONAL SERVICES

Upon receipt of Authorization to Proceed, CONSULTANT agrees to perform professional services associated with Exhibit "1" in accordance with the negotiated terms of this Agreement, and in accordance with accepted professional standards and practices. The CONSULTANT agrees to, without causing any delay in the project, correct any errors, oversights, or omissions and prepare any revisions at no cost to CITY, that may be required because the work violates accepted professional standards and practices or if deemed to be inadequate, insufficient, or defective. This remedy shall be cumulative to all other remedies available under the Agreement.

In connection with professional services to be rendered pursuant to this Agreement, the CONSULTANT further agrees to:

- A. Maintain an adequate staff of qualified personnel.
- B. Comply with federal, state, county and local laws or ordinances applicable to the work.
- C. Cooperate fully with CITY in the scheduling and coordination of all phases of the work.
- D. Supervise and coordinate the work of any subconsultants.
- E. Cooperate and coordinate with other CITY consultants, as directed by CITY.
- F. Report the status of the work to CITY upon request and hold pertinent data, calculations, field notes, records, sketches and other projects open to the inspection of CITY or its authorized agent at any time.
- G. Submit for CITY review all design computations, sketches and other data representative of the work's progress at the percentage stages of completion that may be stipulated in Attachment "B" and submit for CITY approval the final work product upon incorporation of any modifications requested by the CITY during any previous review. Any CITY approval of the CONSULTANT'S work shall not be deemed to diminish the CONSULTANT'S responsibilities as set forth in this Agreement.
- H. Confer with CITY during the further development and implementation of improvements for which the CONSULTANT has provided design or other services.
- I. Interpret plans and other documents, correct errors and omissions and

prepare any necessary revisions not involving a change in the scope of the work required, at no additional cost to the City.

- J. Prior to final approval of the work by CITY, conduct and complete a preliminary check of any documents through any review committee, third party consultant or any county, city, state or federal agency from which a permit or other approval is required. Any approval obtained from CITY or any other agency shall not be deemed to diminish or discharge the CONSULTANT from the responsibilities set forth in this Agreement.
- K. Following CITY'S approval of the construction documents and of the latest preliminary estimate of construction cost, when so directed and authorized by CITY, assist CITY in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.
- L. If requested, review and analyze the bids/proposals received by CITY, and make a recommendation for any award based on CITY's Purchasing Ordinance.
- M. Should the lowest responsible, responsive bid/proposal exceed the estimated total construction cost of the final design plans by 10% or more, at CITY's direction, redesign the Project and/or work with CITY to reduce the costs to within the total estimated construction costs, at no additional expense to CITY. If negotiations between CITY and a Contractor have not commenced within three months after completion of the Final Design Phase, or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the estimated Construction Cost set by the Consultant limit may be adjusted in accordance with the applicable change in the Construction Cost Index for twenty cities from the date of completion of the final Design Phase and the date on which bids/proposals are sought, as published monthly in "Engineering News Record". If the Project scope and design are expanded by CITY after CONSULTANT renders the Estimated Construction Cost of the Final Design Plans, CONSULTANT shall not be responsible for any redesign without compensation.
- N. Provide CITY with a list of recommended, prospective proposers.
- O. Attend all pre-bid/pre-proposal conferences.
- P. Recommend any addenda, through CITY Engineer, as appropriate to clarify, correct, or change Proposal Documents. If Pre-Qualification of proposers is required as set forth in the Request for Bid/Proposal, assist CITY, if requested, in

developing qualification criteria, review qualifications and recommend acceptance or rejection of the proposers.

Q. If requested, evaluate bids/proposals and bidders/proposers, and make recommendations regarding any award by CITY.

R. CITY shall make decisions on all issues regarding interpretation of the construction documents, and on all other matters relating to the execution and progress of the Work after receiving a recommendation from CONSULTANT, and CITY shall have the absolute and undisputed authority to decide any differences or conflicts between the Consultant and any Contractor for CITY, and shall check and approve samples, schedules, shop drawings and other submissions for conformance with the concept of each Project, and for compliance with the information given by the Construction Documents. CONSULTANT shall also prepare Change Orders for CITY's consideration, assemble written guarantees required of the Contractor, and review and recommend progress payments to the Contractor based on each Project Schedule of Values and the percentage of Work completed. All change orders must be in writing and signed by CITY and the other parties/party to be bound by the change order.

CITY shall maintain a record of all change orders which shall be categorized according to the various types, causes, etc. that CITY may determine are useful or necessary for its purpose. Among those change orders shall be change orders identified as architectural/engineering errors or omissions. It is specifically agreed that any change to the work identified as an error on the part of CONSULTANT shall be considered to be an additional cost to CITY that would not have been incurred without the error. It is further specifically agreed that the actual documented increase in construction costs or fifteen percent (15%) of the construction costs of any item categorized as an omission, whichever is less, shall be considered an additional cost to CITY that would not be incurred without the CONSULTANT's omission. So long as the total of those two numbers (change order costs for errors and costs as defined herein for omissions) remain less than five percent (5%) of the total construction cost of the project, CITY shall not look to CONSULTANT and/or its insurer for reimbursement for errors and omissions. Should the sum of the two as defined above exceed five percent (5 %) of the total construction cost, CITY shall recover the full and total additional cost to CITY. To obtain such recovery, CITY shall deduct the cost to the CITY

from CONSULTANT's fee. Should additional costs incurred by CITY exceed CONSULTANT's insurance deductible, CITY shall look to CONSULTANT and CONSULTANT's insurer for the remaining amount of additional construction costs incurred by CITY. In executing this agreement, CONSULTANT agrees to the reasonableness of these calculations and to CITY's right to recover same as stated above and CONSULTANT ensures that its insurer has been provided a copy of this provision. The recovery of additional costs to CITY under this paragraph shall not limit or preclude recovery for other separate and/or additional damages, which CITY may otherwise incur.

SECTION 4 - TIME OF COMPLETION

The services to be rendered by the CONSULTANT for each section of the work shall commence as specified in Section 7 of this Agreement and shall be completed within the time stated in Exhibit "A".

A reasonable extension of time shall be granted to the CONSULTANT in the event there is a delay on the part of the CITY in fulfilling its part of the Agreement or should weather conditions, acts of God, any force majeure, or hidden conditions delay performance of the CONSULTANT's or the CITY's duties. Extensions of time shall be the sole remedy of the CONSULTANT for such delays, and the CONSULTANT will not be entitled to any damages or any claim for extra compensation for direct costs associated with such delay; CONSULTANT agrees that it will not be entitled to any damages or any claim for extra compensation for consequential damages of any type whatsoever for any such extensions including but not limited to damages and compensation for any direct or indirect financial damages, losses for extended corporate overhead impacted, extended project overhead impacts, project support, services, or by any other name or other legal concept, label or theory or any business damages or losses of whatever type or nature and CONSULTANT hereby knowingly waives any right to make any such claim or claims and acknowledges additional good and valuable consideration for such waiver and lack of entitlement to such damages, losses and compensation.

SECTION 4.1-DELAY IN PERFORMANCE/FORCE MAJEURE

CITY shall be entitled to withhold progress payments from CONSULTANT for services rendered until completion of CONSULTANT's services to CITY's satisfaction.

Any delay due to a force majeure, shall not subject CITY to any liability to CONSULTANT. At CITY's option, the period specified for performance of services may be extended by the period of delay occasioned by any such circumstance and services not performed by CONSULTANT shall be made or performed during such extension, or the time to

perform the services not performed shall be extended for a period equal to such delay. During this period such delay shall not constitute a delay by CONSULTANT.

SECTION 5 - COMPENSATION

The CITY agrees to pay CONSULTANT for services rendered pursuant to this Agreement, all fees and other compensation computed in accordance with one or a combination of the methods outlined below, as specified in an approved Purchase Order:

- A. Hourly Rate – the CONSULTANT shall be compensated at the attached Hourly Rate Schedule (Attachment “A”) for each hour of time engaged directly in the work.
- B. Lump Sum Fee – The fee for any requested portions of work may, at the option of the CITY, be lump sum and mutually-agreed-upon by the CITY and the CONSULTANT and stated in a written Purchase Order.
- C. Reimbursable Expenses – The CONSULTANT shall be compensated for certain work-related expenditures not covered by fees for CONSULTANT services, provided such expenditures are previously and expressly authorized by the CITY in writing. All basic reimbursable costs including reproduction, deliverables, and travel should be included in any proposed Lump Sum Task Fee. Other requests for reimbursable expenses must be brought to the attention and approved by the CITY before the work is performed. If authorized by the CITY and upon receipt of satisfactory back-up materials, the CONSULTANT will be compensated for such reimbursable expenses. Such expenses may include:
 - 1. Travel, Lodging and Meals, provided travel occurs in coach class and lodging and meals do not exceed the Domestic Per Diem rates listed in the current edition Appendix “A” of Chapter 301 of the Federal Travel Regulations.
 - 2. Courier Services.
 - 3. Facsimile (\$2.00 per facsimile).
 - 4. Photocopies (\$.0.15 per page).
 - 5. Long Distance and Conference Telephone Charges.
 - 6. 3rd Party expenses, such as printing, incurred on behalf of CITY.
 - 7. Other expenses approved by CITY in writing prior to the time CONSULTANT incurs such expenses.
- D. At least thirty- (30) days prior to each anniversary date of this Agreement either party may request an adjustment to the rates provided for herein to apply in the forthcoming year. Failure of the parties to agree on a new rate shall constitute a

basis for issuing a Notice of Termination by the CITY. Any proposed changes in rates by the CONSULTANT shall be subject to the prior written approval of the CITY. In the event the CONSULTANT requests a change in rate, either party may terminate this Agreement in accordance with Section 15 should the proposed rates or fees not be mutually acceptable. If the CONSULTANT fails to request a rate adjustment prior to the anniversary date, the previous year's rates shall remain in effect.

- E. The CITY shall not pay the items mentioned in Section 4 herein.

SECTION 6 - PAYMENT AND PARTIAL PAYMENTS

Subject to the CITY'S right to withhold any amounts reasonably necessary to complete or correct defective or substandard work, the CITY may make monthly payments or partial payments to the CONSULTANT for all authorized work performed during the previous calendar month, and in accordance with Attachment "A" and Attachment "B".

- A. The CONSULTANT shall submit signed invoices to the CITY.
- B. The amount of each invoice submitted shall be the amount due for all services performed to date in connection with authorized work, as certified by the CONSULTANT. Each invoice shall include any authorized reimbursable expense, accompanied by appropriate documentation.
- C. Invoices for the work other than lump sum shall include a breakdown for each part of the work billed for each item and personnel as identified in Attachment "A".

SECTION 7 - SCHEDULE OF WORK

The CITY shall have the sole right to determine on which units or sections of the work the CONSULTANT shall proceed and in what order. Should a work revision effect a change in scope, cost or schedule of the work, the CONSULTANT shall submit such revision(s) for review and, if warranted, approval by the CITY in writing.

The CONSULTANT shall commence work within five working days of the Authorization to Proceed unless otherwise specified in the Authorization to Proceed.

SECTION 8 - RIGHT OF DECISIONS

All services by the CONSULTANT shall be performed in accordance with all professional standards and practices and to the reasonable requirements of the CITY. The CITY shall make all decisions on all claims, questions and disputes arising under this Agreement. In the event the CONSULTANT does not concur with any decision of the CITY, it must, within thirty (30) days after determination by the CITY, unless such time is extended in writing by CITY, present

written objections to the decision to the City Manager or her/his designee for resolution. Before taking any action to contest the CITY's determination in a court of competent jurisdiction, the CONSULTANT must follow the appeal process established in this Agreement and provided further that the CONSULTANT strictly abides by the time deadline set forth in this paragraph; failure to do so will result in making the CITY's decision final. During any appeal of, or objection to, the CITY's decision, CONSULTANT shall continue to perform all work in accordance with professional standards and practices and the requirements of this Agreement.

SECTION 9 - OWNERSHIP OF DOCUMENTS

All reports, tracings, plans, maps, and/or other work products developed by the CONSULTANT pursuant to this Agreement shall become the sole property of the CITY without restrictions or limitation upon the CITY's use and shall be made available by the CONSULTANT at any time upon request by the CITY. When each individual section of work requested pursuant to this Agreement is complete, all of the above work products shall be delivered to the CITY for its use.

CONSULTANT agrees that all documents maintained and generated pursuant to this Agreement shall be subject to all provisions of Chapter 119, Florida Statutes, should it apply.

It is further understood that any report, tracing, plan, map or other work product, without limitation, given by CITY to CONSULTANT pursuant to this Agreement shall at all times remain the property of CITY, shall be returned to CITY, and shall not be used by CONSULTANT for any other purpose without the written consent of the CITY Manager.

However, should CITY utilize the work product in connection with a project upon which CONSULTANT is not retained by CITY, CITY shall accept all responsibility for such utilization to the extent provided by law. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the CITY's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section; and no claim or award against the CITY shall include attorney fees, investigative costs, expert fees, suit costs or prejudgment interest.

SECTION 9.1-COURT APPEARANCE, CONFERENCES AND HEARINGS

This Agreement shall obligate CONSULTANT to prepare for and appear in litigation on behalf of CITY involving any dispute arising out of any work performed or services provided out of this Agreement all at no cost to the City. CONSULTANT shall also confer with CITY, its attorneys and experts, during the performance of the Services regarding the interpretation of this Agreement, the correction of errors and omissions, the preparation of any necessary revisions to correct errors and omissions or the clarification of service requirements, all at no

cost to the CITY. Work by CONSULTANT, as a result of litigation, beyond the scope of the original work shall be considered an additional service that shall be paid in accordance with Section 5 of this Agreement.

SECTION 10 - REUSE OF DOCUMENTS

The CONSULTANT may not retain, reuse and/or copy data or work products developed by the CONSULTANT for the CITY without express written permission of the City Manager. The CONSULTANT will upon request provide the CITY additional copies of reports, tracings, plans, maps, and/or other work products produced pursuant to this Agreement at the cost for reproduction and not for the cost of labor.

SECTION 11 - NOTICES

Any notices, reports or other written communications from the CONSULTANT to the CITY shall be considered delivered when posted by certified mail or delivered in person to the CITY.

The CITY'S representative will be:

Barney Weiss
Acting Public Works Director
1050 Malabar Road, SE
Palm Bay, FL 32908

With Copies to:

Purchasing Manager	and	City Manager
120 Malabar Road, SE		120 Malabar Road, SE
Palm Bay, FL 32907		Palm Bay, FL 32907

Any notices, reports or other communications from the CITY to the CONSULTANT shall be considered delivered three (3) days after being posted by U.S. mail to the CONSULTANT at the last address left on the file with the CITY. If delivered in person to CONSULTANT or the CONSULTANT'S authorized representative, delivery will be considered immediate. The CONSULTANT'S representative will be:

Camille P. Tharp
Senior Vice President
Government Services Group, Inc.
1500 Mahan Drive, Suite 250
Tallahassee, FL 32308

SECTION 12 - AUDIT RIGHTS

The CITY reserves the right to audit the records of the CONSULTANT related to this Agreement at any reasonable time during the prosecution of the work included herein and for a period of five (5) years after final payment is made. The CONSULTANT agrees to provide copies of any records necessary to substantiate payment requests to the CITY as may be requested by the CITY, solely at the cost of reproduction.

SECTION 13 – PUBLIC RECORDS

The City is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records law. Specifically, the Contractor shall:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform this service.
- B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- C. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- D. Meet all requirements for retaining public records and transfers to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

The failure of the Contractor to comply with the provisions set forth in this section shall constitute a material breach of Agreement and shall be cause for immediate termination of the Agreement.

SECTION 14 - SUBCONSULTING

The CONSULTANT shall not assign, or transfer any work under this Agreement without the express written approval of the CITY. The CONSULTANT shall cause the name(s) of any subconsulting firms responsible for major portions (or separate specialty) of the work to be inserted in the pertinent documents or data.

The CONSULTANT shall be fully responsible to CITY for all acts and omissions of any

officers, representatives, agents, employees, or subconsultants of CONSULTANT. Subconsultants of CONSULTANT shall have appropriate general liability, professional liability and workers' compensation insurance, or be covered by CONSULTANT's insurance. CONSULTANT shall furnish CITY with appropriate proof of insurance and releases from all subconsultants in connection with the work performed.

SECTION 15 - CONTINGENT FEES

The CONSULTANT warrants that no person or company was employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bonafide employee, any fee commission, contribution, donation, percentage, gift, or any other consideration, contingent upon, or resulting from award of this Agreement. For any breach or violation of this provision, the CITY shall have the right to terminate this Agreement, without liability, and, at its discretion, to deduct from the contract price or amounts due to CONSULTANT or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration and any damages related to the breach of the provision and shall report the details of such breach or violation to the proper legal authorities where and when appropriate.

SECTION 16 - TERMINATION/MODIFICATION OF AGREEMENT

1. The CITY may terminate this Agreement for any reason upon ten (10) days written notice to the CONSULTANT.
2. In the event of termination by the CITY, the CITY'S sole obligation to the CONSULTANT shall be for payment for payment those portions of work which has been authorized and satisfactorily completed. Such payment shall be determined on the basis of the hours of work performed by the CONSULTANT, or the percentage or work complete as estimated by the CITY and agreed upon by the CONSULTANT up to the time of termination. In the event of such termination, the CITY may, without consent, penalty or other obligation to the CONSULTANT, elect to employ other persons or entities to perform the same or similar services. CONSULTANT shall not be entitled to any other amounts or damages including but not limited to anticipated profits, consequential damages or those set forth in Section 4 of this Agreement upon termination by CITY.
3. It is understood by CITY and CONSULTANT that any payment to CONSULTANT shall be made only if CONSULTANT is not in default under the terms of this Agreement as determined by CITY.
4. The terms of this Agreement may only be modified upon the written, mutual

agreement of the CONSULTANT and CITY.

5. In the event that the CONSULTANT changes its name, merges with another company, becomes a subsidiary or makes other substantial changes in its business structure or its principals, the CITY reserves the right to terminate this Agreement.
6. In the event of termination of this Agreement, the CONSULTANT agrees to surrender any and all documents prepared by the CONSULTANT for CITY and those documents delivered by CITY to the CONSULTANT that pertain to this Agreement, of which, CITY will have full ownership thereof. CONSULTANT may, provided the CITY gives its written consent, retain copies of such documents for record purposes.
7. CONSULTANT may suspend performance of services and/or terminate this Agreement if payments due are not made by CITY within forty-five (45) days after date of receipt of an undisputed invoice and upon seven (7) days notice to CITY that payment has not been received.

SECTION 17 - DURATION OF AGREEMENT

The period of this Agreement shall be for twelve (12) months, beginning on _____, 2016 and ending on _____, 2017. This Agreement may, by mutual written assent of the parties, be extended for four (4) additional twelve (12) month periods or portions thereof, up to a cumulative total of sixty (60) months.

SECTION 18 - DEFAULT

An event of default shall mean a breach of this Agreement by CONSULTANT as determined by CITY. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include but not be limited to the following:

- CONSULTANT has not performed services on timely basis;
- CONSULTANT has refused or failed to supply enough properly-skilled personnel;
- CONSULTANT has failed to make prompt payment to subconsultants or suppliers for any services;
- CONSULTANT has failed to fulfill representations made in this Agreement; or
- CONSULTANT has refused or failed to provide the Services as defined in this Agreement.

In an Event of Default, CONSULTANT shall be liable for damages to the CITY resulting from lost funding and for the difference between the cost associated with procuring

services from CONSULTANT and the amount actually expended by CITY, in procurement of another professional to perform the services of CONSULTANT. CITY shall be entitled to recover consequential damages and lost funding and administrative costs associated with the procurement of alternative professional services

SECTION 19 – INDEMNIFICATION

For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CONSULTANT, including but not limited to the CONSULTANT's officers, officials, employees, representatives, agents, contractors officers, etc., subcontractors and their officers, etc. (hereinafter CONSULTANT) hereby agrees to indemnify, hold harmless and defend the City of Palm Bay, including but not limited to its officers, agents, subcontractors, officers, officials, representatives, volunteers, employees and all those others acting on the City's behalf (hereinafter CITY) against any and all liability, loss, costs, damages, expenses, claims or actions of whatever type or nature, including but not limited to attorney's for trials and appeals and expert's fees and costs that the City may incur arising wholly or in part due to any negligent or deliberate act, error or omission of CONSULTANT in the execution, performance or non-performance or failure to adequately perform CONSULTANT'S obligation(s) pursuant to this Agreement.

Nothing contained in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28. No claim or award against the City shall include attorney's fees, investigative costs, extended damages, expert fees, suit costs or pre-judgment interest.

SECTION 20 - INSURANCE

The CONSULTANT and its subcontractors, subconsultants, assignees and suppliers will be required to procure and maintain, at its own expense and without cost to the CITY, until final acceptance by the CITY of all products or services covered by the Agreement, the following types of insurance in the following minimum amounts:

General Liability Insurance: with a minimum, combined-single limit of liability for Bodily Injury and Property Damage including coverage for contractual liability, personal injury, broad form property damage, products and completed operations of \$1,000,000 per occurrence and annual aggregate. If the policy is on a claims-made basis the annual aggregate shall be at least \$2,000,000.

The City of Palm Bay shall be named as an Additional Insured on the General Liability Policy with the following provisions:

1. The insurance company or companies issuing the policies have no recourse against the City of Palm Bay for payment of any premiums or for assessments under any form of policy.
2. The insurance shall apply separately to each insured (except with respect to the limit of liability.)

Auto Liability Insurance: with a combined single limit of Bodily Injury and Property Damage of \$1,000,000 each occurrence the coverage shall include owned, hired and non-owned autos.

Statutory Worker's Compensation and Employers Liability Insurance: Workers' Compensation Insurance, including coverage for Employer's Liability, in compliance with the Workers' Compensation law of the State of Florida. . Should the Named Vendor utilize a Professional Employer Organization, said Vendor acknowledges and agrees that all employees sent to the City of Palm Bay MUST be included on that PEO roster. Said policy must include Employers' Liability insurance with limits of no less than:

Each Accident	\$ 100,000.00
Disease – Policy Limit	\$ 500,000.00
Disease – Each Employee	\$ 100,000.00

Professional Liability Insurance: Professional liability insurance with a minimum limit of two million dollars (\$2,000,000) aggregate with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement. Any deductible is not to exceed \$5,000 for each claim CONSULTANT represents it is financially responsible for the deductible amount. Consultant may change the amount of the deductible with written approval of the City, which approval shall not be unreasonably withheld.

Umbrella/ Excess Liability: Umbrella / Excess liability insurance with a minimum limit of one million dollars (\$1,000,000) excess of Commercial General Liability, Automobile Liability, Employers Liability.

The CONSULTANT shall provide certificates of insurance, from insurers satisfactory to the CITY, demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this Agreement. The General Liability and Auto Liability certificates of insurance shall indicate that the policies have been endorsed to cover the CITY as an additional insured. All policies will be endorsed to the effect that they may not be canceled or modified as to policy limits without thirty- (30) days prior written notice to the CITY.

The insurance coverages enumerated above constitute the minimum requirements and

shall in no way lessen or limit the liability of the CONSULTANT under the terms of the contract. Subconsultant's insurance shall also be the responsibility of the CONSULTANT.

All insurance policies required of CONSULTANT shall be written by a company with a Best's rating of "A" or better, shall be duly authorized and licensed to do business in the State of Florida and shall be executed by duly licensed or authorized agents upon whom service of process may be made in Brevard County, Florida. CITY may accept lower coverage and coverage with carriers having a lower Best's ratings upon review of financial information concerning CONSULTANT and the insurance carrier.

With the exception of Professional Liability insurance, the required insurance shall be provided under occurrence-based policies, which CONSULTANT shall maintain continuously throughout the term of this Agreement. Professional Liability insurance shall be provided with a full prior claims endorsement and a five-year (5) tail, which CONSULTANT shall maintain continuously throughout the term of this Agreement.

Any deductibles or self-insured retentions must be declared to and approved by CITY's Risk Manager prior to the start of work under this Agreement. CITY reserves the right to request additional documentation, financial or otherwise, prior to giving approval of the deductible or self-insured retention and prior to executing the Agreement. CITY's Risk Manager, prior to the change taking effect, must approve any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy.

SECTION 21 - QUALITY CONTROL

The CONSULTANT shall provide a high level of quality control and accuracy. The CITY may request additional data collection or reanalysis of data at no expense to the CITY. If the original data collected and/or data analysis is found to be accurate and reasonable, the CONSULTANT shall be compensated for the additional work in accordance with Section 5 of this Agreement.

The CONSULTANT acknowledges that the CITY may periodically evaluate the CONSULTANT'S performance and that the evaluation may be used by the CITY in determining the CONSULTANT'S qualifications for future contracts with the CITY.

SECTION 22 - NON EXCLUSIVE AGREEMENT

The parties acknowledge that this agreement is not an exclusive agreement and the CITY may employ other consultants, professional or technical personnel to furnish services for the CITY, as the CITY, in its sole discretion, finds is in the public interest.

SECTION 22.1-REPRESENTATIONS

A. CONSULTANT represents that it is able to furnish all services, labor, equipment, and

materials necessary and as may be required in the performance of this Agreement and all services performed under this Agreement shall be performed in a professional manner suitable to the CITY.

- B. CONSULTANT represents, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONSULTANT, that CONSULTANT has the professional expertise, experience and manpower to perform the services described in this Agreement.
- C. CONSULTANT shall be responsible for technically-deficient designs, reports or studies, for two years after the date of final acceptance of the Services by CITY. CONSULTANT shall, upon the request of CITY, promptly correct or replace all deficient work due to its errors and/or omissions without cost to CITY. CONSULTANT shall also be responsible for all damages resulting from CONSULTANT's deficient documents. Payment in full by CITY for services performed does not constitute a waiver of this representation.
- D. All services performed by CONSULTANT shall be to the satisfaction of CITY. In cases of disagreement or ambiguity, Section 8 of this Agreement shall govern all questions, difficulties and disputes of whatever nature that may arise under this Agreement. If resolution cannot be reached, the provisions of Section 28 shall apply.
- E. CONSULTANT represents that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this contract and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage fee, gifts or any other considerations contingent upon or resulting from the award or making of this contract. For breach or violation of this representation, CITY shall have the absolute right to cancel this Agreement without liability to CONSULTANT or any third party.

SECTION 23 - TRUTH-IN-NEGOTIATIONS

In accordance with the provisions of Section 287.055, Florida Statutes, the CONSULTANT agrees to execute a truth-in-negotiations certificate and agrees that the original contract price and any additions may be adjusted to exclude any significant sums by which the contract price is increased due to inaccurate, incomplete unit costs.

SECTION 24 - INTEREST OF MEMBERS OF CITY AND OTHERS

No officers, members or employees of the CITY, and no members of its governing body,

and no other public official of any other governmental entity, who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement that affects their personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

SECTION 25 - INTEREST OF CONSULTANT

The CONSULTANT covenants that it presently has no conflict of interest and shall not acquire any interest, direct or indirect, that shall conflict in any manner or degree with the performance of services required to be performed under this Agreement. The CONSULTANT further covenants that in the performance of this Agreement, no person having such interest shall be employed by the CONSULTANT.

SECTION 26-INDEPENDENT CONTRACTOR

CONSULTANT and its employees, agents, contractors and subcontractors shall be deemed to be independent contractors and not CITY agents or employees. CONSULTANT, its employees or agents, contractors, subconsultants and subcontractors shall not attain any rights or benefits under CITY's Personnel Rules and Regulations or Pension Systems nor any rights generally afforded CITY's classified or unclassified employees. CONSULTANT, its agents, employees, or subconsultants shall not be deemed entitled to the Florida Workers' Compensation benefits as a CITY employee.

SECTION 27-NON-DISCRIMINATION

CONSULTANT agrees that it will comply with all federal and state requirements concerning fair employment and will not discriminate by reason of race, color, age, religion, sex, national origin or physical handicap.

SECTION 28-OTHER PROVISIONS

- A. Title and paragraph headings are for convenient reference and are not a part of this Agreement.
- B. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.
- C. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida by a court of competent jurisdiction, such provision, paragraph, sentence, word or phrase shall be deemed modified in order to conform with Florida law or any order entered by such court. If not modifiable to conform to

such law or order, then it shall be deemed severable and, in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

- D. The parties hereby waive the right to a trial by jury in any action, proceeding or counterclaim brought or filed by either of them against the other. Venue for any court action arising out of this Agreement shall be in Brevard County, Florida.
- E. There are no third party beneficiaries intended to be bound by or to enforce this Agreement.
- F. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of all persons employed by the Contractor during the term of the Contract to perform employment duties within Florida and all persons, including subcontractors, assigned by the Contractor to perform work pursuant to the Contract with the City.
- G. When applicable, the Consultant's employees are required to obtain, at no charge, from the City's Human Resources Department, a security identification badge prior to performance of its awarded contract. This law is established by the City Council through the City Ordinance Number 2007-48, Public Protection Act, as amended by City Ordinance Number 2007-96, with an effective date of November 15, 2007.

SECTION 29-LIMITATION OF LIABILITY

The CITY desires to enter into this Agreement only if in so doing the CITY can place a limit on the CITY's liability for any cause of action arising out of this Agreement. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONSULTANT expresses its willingness to enter into this Agreement with the knowledge that the CONSULTANT's recovery from the CITY to any action or claim arising from the Agreement is limited to a maximum amount of the contract value less the amount of all funds actually paid by the CITY to CONSULTANT pursuant to this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the CITY's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section; and no claim or award against the CITY shall include attorney's fees and costs, investigative costs, expert fees, or pre-judgment interest. This section shall not prevent the CITY from taking court action it deems necessary against, including but not limited to, the CONSULTANT, its subcontractors, subconsultants, assignees, suppliers and employees.

SECTION 30 - ENTIRETY OF AGREEMENT

This writing, together with documents referenced herein, embody the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein.

No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing, signed by both parties and added as an addendum to this Agreement.

This Agreement, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida. The venue for any litigation arising out of this Agreement shall be Brevard County, Florida.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____, 2016.

WITNESS:

**CITY OF PALM BAY
BREVARD COUNTY, FLORIDA**

Terese Jones, City Clerk

By: _____
Gregg Lynk, City Manager

As approved by City Council on: _____

WITNESSES:

Government Services Group, Inc.

Printed Name

By: _____
(Name of Individual)

TRUTH-IN-NEGOTIATION CERTIFICATE AND AFFIDAVIT

**STATE OF FLORIDA
COUNTY OF BREVARD**

Before me, the undersigned authority, personally appeared affiant, _____,
who being first duly sworn, deposes and says:

1. That the undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a) of the Florida Statutes for the undersigned firm to receive an agreement for professional services with the City of Palm Bay, Brevard County, Florida.

2. That the undersigned firm is a corporation which engages in furnishing professional consultant and engineering services and is entering into an agreement with the City of Palm Bay, Brevard County, Florida to provide professional services for a project known as the "Stormwater Utility Review and Audit Services".

3. That the undersigned firm has furnished the City of Palm Bay, Brevard County, Florida a detailed analysis of the cost of the professional services required for the project.

4. That the wage rate information and other factual unit cost, which the undersigned firm furnished, were accurate, complete and current at the time the undersigned firm and the City of Palm Bay entered into the agreement for professional services on the project.

5. That the agreement which the undersigned firm and the City of Palm Bay entered into on this job contained a provision that the original agreement price and any additions thereto shall be adjusted to include any significant sums by which the City of Palm Bay determines the agreement price was increased due to inaccurate, incomplete or non-current wage rates or other factual unit cost and that all such agreement adjustments shall be made within one year following the end of the agreement.

FURTHER AFFIANT SAYETH NAUGHT.

Government Services Group, Inc.

By: _____
President

The foregoing instrument was acknowledged before me by
who has produced _____ as identification or is
personally known to me.

WITNESS my hand and official seal in the State and County last aforesaid this
_____ day of _____, 2016.

Signature

Notary Name (typed or printed)

Title or Rank

RFQ #09-0-2016/JM
Stormwater Utility Review and Audit Continuing Consultant Services
Billing Rates as of 2/3/2016

	PRIME CONSULTANT	SUB-CONSULTANTS	
Project Team Title	Government Services Group, Inc.	Public Resources Management Group, Inc.	AECOM Technical Services, Inc.
Senior VP (Tharpe)	\$232.00		
Sr. Project Mgr. (Melagarejo)	\$100.00		
Sr. Project Mgr. (Rackley)	\$103.00		
Data Analyst	\$88.00		
Principal		\$180.00	
Associate		\$130.00	
Managing Consultant		\$120.00	
Supervising Consultant		\$110.00	
Senior Consultant		\$105.00	
Rate Consultant		\$95.00	
Consultant		\$85.00	
Senior Rate Analyst		\$75.00	
Rate Analyst		\$65.00	
Analyst		\$55.00	
Assistant Analyst		\$45.00	
Administrative		\$50.00	
Engineer II			\$90.00
Engineer III			\$110.00
Project Engineer I			\$135.00
Project Manager I			\$180.00
Operations Manager I			\$230.00
CADD Operator I, II, III			\$87.00
Administrative Assistant II			\$70.00
GIS Specialist II			\$80.00
GIS Specialist III			\$90.00
GIS Specialist IV			\$100.00



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Gregg Lynk, City Manager

DATE: February 18, 2016

RE: Authorization to Negotiate Master Agreements for Architectural & Engineering Continuing Consultant Services for RFQ #13-0-2016/JM

In accordance with the provisions of Section 287.055, Florida Statutes for Consultants Competitive Negotiation Act (CCNA), the City of Palm Bay solicited and accepted qualification submittals from individuals and firms who desired consideration to provide continuing consulting services for architectural and engineering and related professional consultant services for multiple departments Citywide. Contracts will be available to all City departments, to include Public Works, Utility Department, Parks and Recreation, Facility Maintenance, Bayfront Community Redevelopment Agency (BCRA) and Growth Management. No specific projects were specified in the solicitation; however, these disciplines may be used for any future City projects and needs within the provisions of Florida Statutes as listed below.

In accordance with Section 287.055, Florida Statutes, continuing contracts for professional services may be used when the estimated construction cost of each individual project under the contract does not exceed \$2 million, for study activity if the fee for professional services for each individual study under the contract does not exceed \$200,000.00, or for work of a specified nature outlined in the contract.

A Request for Qualifications (RFQ) for Architectural & Engineering Continuing Consultant Services was advertised and a total of six (6) firms responded. An evaluation committee consisting of representatives from the Public Works and the Parks & Recreation departments reviewed all submittals received. Criteria included evaluation of the firm's project team, project team location, firms experience and demonstrated capabilities, project management and project approach.

Three firms were "short-listed" and subsequently brought in for discussions with the committee and given a final ranking. Following oral discussions, all 3 of the top-ranked, shortlisted firms are recommended for consideration to be placed on a rotation list for future projects. They are, in ranking order: 1) Architects RZK, Inc., Cocoa, FL; 2) Don Facciobene, Inc., Palm Bay, FL; and 3) MBV Engineering, Inc., Melbourne, FL.

Because this is a solicitation for professional architectural & engineering services, Florida Statutes §287.055 requires a qualification-based selection; cost cannot be one of those factors.

REQUESTING DEPARTMENTS:

Public Works Department; Parks & Recreation Department; Facility Maintenance Department, Utilities Department; Bayfront Community Redevelopment Agency (BCRA), Growth Management Department; Finance Department; Purchasing Division.

FISCAL IMPACT:

Engineering fees typically run between 8%-12% of the construction value of any given project. Although there are no major projects pending, Architectural & Engineering services may be needed for the current year and future year projects.

The action requested today does not incur any expenses. Master contracts will be presented for Council to include hourly rate schedules for consideration and approval following negotiations with the selected firms.

RECOMMENDATION:

Motion to authorize the City staff to negotiate Master Consultant Agreements with the top 3-ranked firms identified above to establish hourly rate schedules for each. Firms will be placed on a "rotation list" for individual project Scope of Work Task Orders to be assigned and negotiated "as needed" throughout the term. Agreement terms for each Master Consultant Agreement will be for one (1)-year with the option to renew annually for up to four (4)-additional one year terms.

Attachments: 1) Scoring/Ranking Forms
 2) List of Consultant Services Respondents

BM/cb

RFP #13-0-2016/JM, Architectural Engineering Continuing Consultant Services
FINAL RANKING

Final Rank, where a rank of "1" is the top ranked firm					
	Hector	Camille	Jeff		FINAL
COMPANY NAME	Franco	Gordon-Taylor	Whitehead	AVERAGE	RANK
Architects RZK, Inc.	1	1	3	1.67	1
Don Facciobene, Inc.	2	2	2	2.00	2
MBV Engineering, Inc.	3	3	1	2.33	3

Overall rank individually determined by team and turned in to Purchasing. Consensus from Committee to recommend top three ranked firms. Unanimous agreement that they are:

Architects RZK, Inc.
Don Facciobene, Inc.
MBV Engineering, Inc.

RFP #13-0-2016/JM, Architectural Engineering Continuing Consultant Services
Scoring After Discussion

Project Team = max 4 - points x 6.25 = max 25 total						
	Jeff	Camilee	Hector		Multiplier	TOTAL
COMPANY NAME	Whitehead	Gordon-Taylor	Franco	AVERAGE		POINTS
Architects RZK, Inc.	4.00	3.00	3.00	3.33	6.25	20.83
BEA architects, Inc.	4.00	3.00	3.00	3.33	6.25	20.83
Bessolo Design Group, Inc.	4.00	2.00	3.00	3.00	6.25	18.75
Don Facciobene, Inc.	3.00	4.00	3.00	3.33	6.25	20.83
MBV Engineering, Inc.	4.00	3.00	2.50	3.17	6.25	19.79
PDS Architecture, Inc.	2.00	2.00	2.50	2.17	6.25	13.54

Project Team Location = max 4 - points x 2.5 = max 10 total						
	Jeff	Camilee	Hector		Multiplier	TOTAL
COMPANY NAME	Whitehead	Gordon-Taylor	Franco	AVERAGE		POINTS
Architects RZK, Inc.	4.00	4.00	3.00	3.67	2.50	9.17
BEA architects, Inc.	2.00	2.00	3.00	2.33	2.50	5.83
Bessolo Design Group, Inc.	1.00	3.00	2.50	2.17	2.50	5.42
Don Facciobene, Inc.	4.00	4.00	3.00	3.67	2.50	9.17
MBV Engineering, Inc.	4.00	4.00	3.00	3.67	2.50	9.17
PDS Architecture, Inc.	1.00	1.00	2.50	1.50	2.50	3.75

Firm's Experience & Demonstrated Capabilities = max 4 - points x 6.25 = max 25 total						
	Jeff	Camilee	Hector		Multiplier	TOTAL
COMPANY NAME	Whitehead	Gordon-Taylor	Franco	AVERAGE		POINTS
Architects RZK, Inc.	4.00	3.00	3.00	3.33	6.25	20.83
BEA architects, Inc.	2.00	3.00	3.00	2.67	6.25	16.67
Bessolo Design Group, Inc.	2.00	3.00	3.00	2.67	6.25	16.67
Don Facciobene, Inc.	2.00	3.00	3.00	2.67	6.25	16.67
MBV Engineering, Inc.	4.00	3.00	3.00	3.33	6.25	20.83
PDS Architecture, Inc.	1.00	1.00	2.00	1.33	6.25	8.33

Project Management = max 4 - points x 5.00 = max 20 total						
	Jeff	Camilee	Hector		Multiplier	TOTAL
COMPANY NAME	Whitehead	Gordon-Taylor	Franco	AVERAGE		POINTS
Architects RZK, Inc.	4.00	2.00	2.50	2.83	5.00	14.17
BEA architects, Inc.	2.00	3.00	2.25	2.42	5.00	12.08
Bessolo Design Group, Inc.	2.00	3.00	3.00	2.67	5.00	13.33
Don Facciobene, Inc.	3.00	4.00	2.50	3.17	5.00	15.83
MBV Engineering, Inc.	4.00	3.00	2.50	3.17	5.00	15.83
PDS Architecture, Inc.	2.00	3.00	3.00	2.67	5.00	13.33

Project Approach = max 4 - points x 5.00 = max 20 total						
	Jeff	Camilee	Hector		Multiplier	TOTAL
COMPANY NAME	Whitehead	Gordon-Taylor	Franco	AVERAGE		POINTS
Architects RZK, Inc.	3.00	2.00	2.50	2.50	5.00	12.50
BEA architects, Inc.	3.00	4.00	2.50	3.17	5.00	15.83
Bessolo Design Group, Inc.	3.00	4.00	3.00	3.33	5.00	16.67
Don Facciobene, Inc.	3.00	3.00	2.50	2.83	5.00	14.17
MBV Engineering, Inc.	3.00	3.00	2.50	2.83	5.00	14.17
PDS Architecture, Inc.	3.00	2.00	2.50	2.50	5.00	12.50

TOTAL		
COMPANY NAME	TOTAL POINTS	NUMERICAL RANKING
Architects RZK, Inc.	77.50	2
BEA architects, Inc.	71.25	4
Bessolo Design Group, Inc.	70.83	5
Don Facciobene, Inc.	76.67	3
MBV Engineering, Inc.	79.79	1
PDS Architecture, Inc.	51.46	6

Ranking

MBV Engineering, Inc.	79.79
Architects RZK, Inc.	77.50
Don Facciobene, Inc.	76.67
BEA architects, Inc.	71.25
Bessolo Design Group, Inc.	70.83
PDS Architecture, Inc.	51.46

RFP #13-0-2016/JM, Architectural Engineering Continuing Consultant Services
Initial Scoring

Project Team = max 4 - points x 6.25 = max 25 total						
	Jeff	Camilee	Hector		Multiplier	TOTAL
COMPANY NAME	Whitehead	Gordon-Taylor	Franco	AVERAGE		POINTS
Architects RZK, Inc.	4.00	3.00	3.00	3.33	6.25	20.83
BEA architects, Inc.	4.00	3.00	3.00	3.33	6.25	20.83
Bessolo Design Group, Inc.	4.00	3.00	3.00	3.33	6.25	20.83
Don Facciobene, Inc.	3.00	4.00	3.00	3.33	6.25	20.83
MBV Engineering, Inc.	4.00	3.00	2.50	3.17	6.25	19.79
PDS Architecture, Inc.	2.00	2.00	2.50	2.17	6.25	13.54

Project Team Location = max 4 - points x 2.5 = max 10 total						
	Jeff	Camilee	Hector		Multiplier	TOTAL
COMPANY NAME	Whitehead	Gordon-Taylor	Franco	AVERAGE		POINTS
Architects RZK, Inc.	4.00	4.00	3.00	3.67	2.50	9.17
BEA architects, Inc.	2.00	2.00	3.00	2.33	2.50	5.83
Bessolo Design Group, Inc.	1.00	3.00	2.50	2.17	2.50	5.42
Don Facciobene, Inc.	4.00	4.00	3.00	3.67	2.50	9.17
MBV Engineering, Inc.	4.00	4.00	3.00	3.67	2.50	9.17
PDS Architecture, Inc.	1.00	1.00	2.50	1.50	2.50	3.75

Firm's Experience & Demonstrated Capabilities = max 4 - points x 6.25 = max 25 total						
	Jeff	Camilee	Hector		Multiplier	TOTAL
COMPANY NAME	Whitehead	Gordon-Taylor	Franco	AVERAGE		POINTS
Architects RZK, Inc.	4.00	3.00	3.00	3.33	6.25	20.83
BEA architects, Inc.	2.00	3.00	3.00	2.67	6.25	16.67
Bessolo Design Group, Inc.	2.00	4.00	3.00	3.00	6.25	18.75
Don Facciobene, Inc.	2.00	2.00	3.00	2.33	6.25	14.58
MBV Engineering, Inc.	4.00	3.00	3.00	3.33	6.25	20.83
PDS Architecture, Inc.	1.00	1.00	2.00	1.33	6.25	8.33

Project Management = max 4 - points x 5.00 = max 20 total						
	Jeff	Camilee	Hector		Multiplier	TOTAL
COMPANY NAME	Whitehead	Gordon-Taylor	Franco	AVERAGE		POINTS
Architects RZK, Inc.	4.00	2.00	2.50	2.83	5.00	14.17
BEA architects, Inc.	2.00	3.00	2.25	2.42	5.00	12.08
Bessolo Design Group, Inc.	2.00	4.00	3.00	3.00	5.00	15.00
Don Facciobene, Inc.	2.00	4.00	2.50	2.83	5.00	14.17
MBV Engineering, Inc.	4.00	3.00	2.50	3.17	5.00	15.83
PDS Architecture, Inc.	2.00	3.00	3.00	2.67	5.00	13.33

Project Approach = max 4 - points x 5.00 = max 20 total						
	Jeff	Camilee	Hector		Multiplier	TOTAL
COMPANY NAME	Whitehead	Gordon-Taylor	Franco	AVERAGE		POINTS
Architects RZK, Inc.	3.00	2.00	2.50	2.50	5.00	12.50
BEA architects, Inc.	3.00	4.00	2.50	3.17	5.00	15.83
Bessolo Design Group, Inc.	3.00	4.00	3.00	3.33	5.00	16.67
Don Facciobene, Inc.	3.00	3.00	2.50	2.83	5.00	14.17
MBV Engineering, Inc.	3.00	3.00	2.50	2.83	5.00	14.17
PDS Architecture, Inc.	3.00	2.00	2.50	2.50	5.00	12.50

TOTAL	
COMPANY NAME	POINTS
Architects RZK, Inc.	77.50
BEA architects, Inc.	71.25
Bessolo Design Group, Inc.	76.67
Don Facciobene, Inc.	72.92
MBV Engineering, Inc.	79.79
PDS Architecture, Inc.	51.46



Request for Qualifications #13-0-2016/JM
Architectural & Engineering Continuing Consultant Services
Close Date: January 19, 2016 @ 5:00 p.m.
Opening Date/Time: January 20, 2016 @ 3:00 p.m.

Proposals were received in response to the City's RFQ #13-0-2016/JM from the following firms:

Architects RZK, Inc.

600 Florida Avenue, Suite 201
Cocoa, FL 32922
(321) 631-8039 (ph)
(321) 639-6872 (fax)

BEA Architects, Inc.

3075 NW South River Drive
Miami, FL 33142
(305) 461-2053 (ph)
(305) 634-0599 (fax)

Bessolo Design Group

7901 4th St. N., Suite 200
St. Petersburg, FL 33702
(727) 894-4453 (ph)
kbessolo@bessolo.com

Don Facciobene, Inc.

5055 Babcock Street NE, Suite 4
Palm Bay, FL 32905
(321) 727-7100 (ph)
(321) 728-7100 (fax)

MBV Engineering, Inc.

1250 W. Eau Gallie, Suite L
Melbourne, FL 32935
(321) 253-1510 (ph)
brucem@mbveng.com


PDS Architecture, Inc.

12800 University Drive, Suite 402
Fort Myers, FL 33907
(239) 437-8090 (ph)
(855) 835-2733 (fax)



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Gregg Lynk, City Manager 

DATE: February 18, 2016

RE: Authorization to Negotiate Master Agreements for Land Development Review, Engineering & Inspection Continuing Consultant Services (Re-Solicit) for RFQ #30-0-2016/JM

In accordance with the provisions of Section 287.055, Florida Statutes for Consultants Competitive Negotiation Act (CCNA), the City of Palm Bay solicited and accepted qualification submittals from individuals and firms who desired consideration to provide continuing consulting services for land development review, engineering & inspection and related professional consultant services for multiple departments Citywide. Contracts will be available to all City departments performing development review, to include Growth Management, Public Works, and Utilities. The awarded consultants will aid the City by acting as the City Engineer, as needed, per the Code of Ordinances and will perform site plan reviews; review development plans; determine feasibility of traffic requirements; review traffic impact analyses submitted as part of an independent private development, rezoning or comprehensive plan amendment; and provide site inspection services.

All services under this contract are well within the thresholds as established in Section 287.055, Florida Statutes, which allows continuing contracts for professional services to be used when the estimated construction cost of each individual project under the contract does not exceed \$2 million, for study activity if the fee for professional services for each individual study under the contract does not exceed \$200,000.00, or for work of a specified nature outlined in the contract.

A Request for Qualifications (RFQ) for Land Development Review, Engineering & Inspection Continuing Consultant Services was advertised and a total of four (4) firms responded. An evaluation committee consisting of representatives from the Public Works, Utility Services, and Growth Management departments reviewed all submittals received. Criteria included evaluation of the firm's project team, project team location, firms experience and demonstrated capabilities, and project management. (Note: this service was solicited earlier in the fiscal year, RFQ #10-0-2016/JM, and only one-response was received. The submittal was rejected and resolicited to obtain additional responses from multiple firms).

The evaluation committee unanimously agreed to bring all four (4) firms in for discussions with the committee and prior to providing a final ranking. Prior to soliciting these services, as part of the

Scope of Work development, the Growth Management department envisioned selecting two firms so that one firm can review submittals to the Growth Management Department, should the other firm submit plans for review within the City limits. However, the RFQ specifically noted that this was an anticipated requirement only—actual number of selected firms and project selection basis with contracted firms may vary. Following oral discussions, the committee discussed the increased development within the City limits and the need for more than two firms to perform these services. The evaluation committee unanimously agreed to recommend the top 3 ranked firms for consideration.

They are, in ranking order: 1) MBV Engineering, Inc., Melbourne, FL; 2) B.S.E. Consultants, Inc., Melbourne, FL; and 3) Bowman Consulting Group, Melbourne, FL. The intent is to have the top ranked firm act as the primary consultant, and the 2nd and 3rd ranked firms to act as back-up (in sequential order) in the event that the primary submits work within the City limits for land development review or cannot complete projects within the given time periods.

Because this is a solicitation for professional architectural & engineering services, Florida Statutes §287.055 requires a qualification-based selection; cost cannot be one of those factors.

REQUESTING DEPARTMENTS:

Growth Management; Public Works; Utility Department; Finance Department; Purchasing Division.

FISCAL IMPACT:

The estimated cost is \$52,000.00 annually, which reflects a reduction of approximately \$18,000.00 from performing plan review services in house. Funds for this service during F/Y 2015-16 are currently available in account #001-3311-515-3121, Growth Management Department, Land Development Professional Services.

The action requested today does not incur any expenses. Master contracts will be presented for Council to include hourly rate schedules for consideration and approval following negotiations with the selected firms.

RECOMMENDATION:

Motion to authorize the City staff to negotiate Master Consultant Agreements with the top 3-ranked firms identified above to establish hourly rate schedules for each. Agreement terms for each Master Consultant Agreement will be for one (1)-year with the option to renew annually for up to four (4)-additional one year terms.

Attachments: 1) Scoring/Ranking Forms
 2) List of Consultant Services Respondents

BM/ab

Project Team = max 4 - points x 7.5 = max 30 total							
	Barney	Dan	Stuart	Jason		Multiplier	TOTAL
COMPANY NAME	Weiss	Roberts	Buchanan	Mahaney	AVERAGE		POINTS
BSE Consultants, Inc.	3.00	3.00	4.00	4.00	3.50	7.50	26.25
Bowman Consulting Group	3.00	4.00	2.00	4.00	3.25	7.50	24.38
DRMP	4.00	4.00	2.00	4.00	3.50	7.50	26.25
MBV Engineering, Inc.	4.00	3.00	4.00	4.00	3.75	7.50	28.13

Project Team Location = max 4 - points x 3.75 = max 15 total							
	Barney	Dan	Stuart	Jason		Multiplier	TOTAL
COMPANY NAME	Weiss	Roberts	Buchanan	Mahaney	AVERAGE		POINTS
BSE Consultants, Inc.	4.00	3.00	3.00	3.00	3.25	3.75	12.19
Bowman Consulting Group	4.00	3.00	3.00	3.00	3.25	3.75	12.19
DRMP	4.00	4.00	2.00	2.00	3.00	3.75	11.25
MBV Engineering, Inc.	4.00	3.00	3.00	3.00	3.25	3.75	12.19

Firm's Experience & Demonstrated Capabilities = max 4 - points x 8.75 = max 35 total							
	Barney	Dan	Stuart	Jason		Multiplier	TOTAL
COMPANY NAME	Weiss	Roberts	Buchanan	Mahaney	AVERAGE		POINTS
BSE Consultants, Inc.	4.00	3.00	4.00	3.00	3.50	8.75	30.63
Bowman Consulting Group	3.00	4.00	3.00	3.00	3.25	8.75	28.44
DRMP	4.00	4.00	3.00	3.00	3.50	8.75	30.63
MBV Engineering, Inc.	4.00	3.00	4.00	3.00	3.50	8.75	30.63

Project Management = max 4 - points x 6.25 = max 25 total							
	Barney	Dan	Stuart	Jason		Multiplier	TOTAL
COMPANY NAME	Weiss	Roberts	Buchanan	Mahaney	AVERAGE		POINTS
BSE Consultants, Inc.	4.00	3.00	3.00	3.00	3.25	6.25	20.31
Bowman Consulting Group	3.00	3.00	3.00	3.00	3.00	6.25	18.75
DRMP	3.00	4.00	3.00	2.00	3.00	6.25	18.75
MBV Engineering, Inc.	4.00	3.00	3.00	3.00	3.25	6.25	20.31

TOTAL	
COMPANY NAME	POINTS
BSE Consultants, Inc.	89.38
Bowman Consulting Group	83.75
DRMP	86.88
MBV Engineering, Inc.	91.25

RFP #30-0-2016/JM, Land Development Review, Engineering Inspection Continuing Consultant Services
Final Ranking

Final Rank, where a rank of "1" is the top ranked firm						
	Barney	Dan	Stuart	Jason		FINAL
COMPANY NAME	Weiss	Roberts	Buchanan	Mahaney	AVERAGE	RANK
BSE Consultants, Inc.	2	3	2	1	2.00	2
Bowman Consulting Group	3	2	3	3	2.75	3
DRMP	4	4	4	4	4.00	4
MBV Engineering, Inc.	1	1	1	2	1.25	1

Overall rank individually determined by team and turned in to Purchasing. Consensus from Committee to recommend top three ranked firms. Unanimous agreement that they are:

- 1) MBV Engineering, Inc.
- 2) BSE Consultants, Inc.
- 3) Bowman Consulting Group

RFP #30-0-2016/JM, Land Development Review, Engineering Inspection Continuing Consultant Services
Scoring After Discussion

Project Team = max 4 - points x 7.5 = max 30 total							
	Barney	Dan	Stuart	Jason		Multiplier	TOTAL
COMPANY NAME	Weiss	Roberts	Buchanan	Mahaney	AVERAGE		POINTS
BSE Consultants, Inc.	3.00	3.00	4.00	4.00	3.50	7.50	26.25
Bowman Consulting Group	3.00	4.00	2.00	4.00	3.25	7.50	24.38
DRMP	4.00	4.00	2.00	4.00	3.50	7.50	26.25
MBV Engineering, Inc.	4.00	3.00	4.00	4.00	3.75	7.50	28.13

Project Team Location = max 4 - points x 3.75 = max 15 total							
	Barney	Dan	Stuart	Jason		Multiplier	TOTAL
COMPANY NAME	Weiss	Roberts	Buchanan	Mahaney	AVERAGE		POINTS
BSE Consultants, Inc.	4.00	3.00	3.00	3.00	3.25	3.75	12.19
Bowman Consulting Group	4.00	3.00	3.00	3.00	3.25	3.75	12.19
DRMP	4.00	4.00	2.00	2.00	3.00	3.75	11.25
MBV Engineering, Inc.	4.00	3.00	3.00	3.00	3.25	3.75	12.19

Firm's Experience & Demonstrated Capabilities = max 4 - points x 8.75 = max 35 total							
	Barney	Dan	Stuart	Jason		Multiplier	TOTAL
COMPANY NAME	Weiss	Roberts	Buchanan	Mahaney	AVERAGE		POINTS
BSE Consultants, Inc.	4.00	3.00	4.00	3.00	3.50	8.75	30.63
Bowman Consulting Group	3.00	4.00	3.00	3.00	3.25	8.75	28.44
DRMP	4.00	4.00	3.00	3.00	3.50	8.75	30.63
MBV Engineering, Inc.	4.00	3.00	4.00	3.00	3.50	8.75	30.63

Project Management = max 4 - points x 6.25 = max 25 total							
	Barney	Dan	Stuart	Jason		Multiplier	TOTAL
COMPANY NAME	Weiss	Roberts	Buchanan	Mahaney	AVERAGE		POINTS
BSE Consultants, Inc.	4.00	3.00	3.00	3.00	3.25	6.25	20.31
Bowman Consulting Group	3.00	3.00	3.00	3.00	3.00	6.25	18.75
DRMP	3.00	3.00	3.00	2.00	2.75	6.25	17.19
MBV Engineering, Inc.	4.00	3.00	3.00	3.00	3.25	6.25	20.31

TOTAL	
COMPANY NAME	POINTS
BSE Consultants, Inc.	89.38
Bowman Consulting Group	83.75
DRMP	85.31
MBV Engineering, Inc.	91.25

Unanimous recommendation to bring in all 4 firms for oral discussion.



Request for Qualifications #30-0-2016/JM
Land Development Review, Engineering & Inspection Continuing Consultant Services
Close Date: January 19, 2016 @ 5:00 p.m.
Opening Date/Time: January 20, 2016 @ 3:00 p.m.

Proposals were received in response to the City's RFQ #30-0-2016/JM from the following firms:

BSE Consultants, Inc.

312 South Harbor City Blvd. Suite 4
Melbourne, FL 32901
321-725-3674 (ph)
sglaubitz@bseconsult.com

Bowman Consulting Group

4450 W. Eau Gallie Blvd, Suite 232
Melbourne, FL 32934
(321) 255-5434 (ph)
rgrassman@bowmanconsulting.com

DRMP

955 Croton Road
Melbourne, FL 32935
(321) 987-1953 (ph)
kbrown@drmp.com

MBV Engineering, Inc.

1250 W. Eau Gallie, Suite L
Melbourne, FL 32935
(321) 253-1510 (ph)
brucem@mbveng.com



MEMO TO: Honorable Mayor and Members of City Council

FROM: Terese M. Jones, City Clerk

DATE: February 18, 2016

SUBJECT: One (1) At- Large Appointment – Building and Construction Advisory Committee
Five (5) Council Appointments – Building and Construction Advisory Committee

Tonight the City Council will consider the appointment of six (6) members to the Building and Construction Advisory Committee. Each Council seat shall appoint one (1) member and one (1) member shall be appointed at-large.

The following application has been received:

Frederick Hartmann
3140 Hield Road, 32907

at-large

The matter is presented to Council for the appointment of one (1) at-large member to the Building and Construction Advisory Committee and five (5) Council appointments. One (1) at-large vacancy still exists on this board.

If you should have any questions, please advise.

/jcd

Attachments



Office of The

FEB 5 - 2016

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., _____, TO BE CONSIDERED BY THE CITY COUNCIL.

Board/Committee: AT-LARGE Building + Construction Advisory Com.

1. Full name: FREDERICK M. HARTMANN

a) Home Address: 3140 HIELD ROAD

City: MELBOURNE

Zip Code: 32904

Telephone No. 321-727-3225

Fax No.: _____

E-mail: _____

b) Employer: WD WEBB REALTY

Occupation: BROKER-RETIRED

Address: 3140 HIELD ROAD

City: _____

Zip Code: _____

Telephone No. 321-723-3311

Fax No.: _____

E-mail: _____

Job responsibilities: _____

If retired, what was your occupation prior to retirement? BROKER-GENERAL CONTRACTOR

List job responsibilities in the space above.

2. Education: ST. HILARY GRAMMAR - CHICAGO

LANE TECH H.S.

WRIGHT JR. COLLEGE

3. Have you ever held a business license or certificate? Yes X No _____

If yes, please provide the following:

Title	Issue Date	Issuing Authority	Disciplinary Action/Dates
<u>REAL ESTATE BROKER</u>	<u>1970</u>		<u>NO</u>
<u>GENERAL CONTRACTOR</u>	<u>1974</u>		

4. Are you a resident of the City? Yes _____ No X

If yes, how long? _____

5. How long have you been a resident of Brevard County? SINCE 1966

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): BLDG. & CONST.
10. Have you previously served on a City board(s)? Yes ☐ No ☐
If yes, please list board(s): _____
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) _____
PALM BAY SERTOMA CLUB
14. What are your hobbies/interests? PLAY SENIOR SOFTBALL
15. Why do you want to serve on this board/committee?
SERVE THE CITY WITH KNOWLEDGE

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 X _____
Caucasian _____
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: Frederick M. Hartmann

Date: 2/4/16

Please return via email: judy.denis@pbfl.org

Fax: (321) 953-8971

or mail to: City of Palm Bay
Office of the City Clerk
120 Malabar Road, SE
Palm Bay, FL 32907



MEMO TO: Honorable Mayor and Members of City Council

FROM: Terese M. Jones, City Clerk

DATE: February 18, 2016

SUBJECT: Two (2) At-Large Appointments – Code Enforcement Board
Five (5) Council Appointments – Code Enforcement Board

Tonight the City Council will consider the appointment of seven (7) members to the Code Enforcement Board. Each Council seat shall appoint one (1) member and two (2) members shall be appointed at-large.

The following applications have been received for the two (2) at-large positions:

Jimmie Glover
730 Brickell Street, SE 32909

James Ritter
1523 Anglers Drive, NE 32905

Mary Ruth Kozma
1141 Topliff Circle, NE 32907

Diane E. White
1740 Apache Street, NE 32907

Shirley M. Hollink
260 Brightwater Dr., SE 32909

Attached is a ranking sheet that can be printed from the agenda packet. A sheet will also be on the dais at tonight's meeting. Council is to rank the above individuals from "1 - 5" with **No. 1 representing your first choice**. Please give the completed sheet to the clerk on duty prior to the start of the meeting.

The matter is presented to Council for the appointment of two (2) at-large members to the Code Enforcement Board and five (5) Council appointments.

If you should have any questions, please advise.

/jcd

Attachments

[illegible]



Office of The
FEB 8 - 2016
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., 2-10-16, TO BE CONSIDERED BY THE CITY COUNCIL.

Board/Committee: At-Large Code Enforcement Board

1. Full name: Jimmie L Glover

a) Home Address: 730 Drickell St S/E

City: Palm Bay Zip Code: 32909

Telephone No. 321 768 2507 Fax No.: N/A

E-mail: Gee wh. 9 42 @ ya Hous. Com

b) Employer: Retired Occupation: _____

Address: _____

City: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

E-mail: _____

Job responsibilities: NA

Monitor, Report, Cite Code Violator

If retired, what was your occupation prior to retirement? Code Enforcement Officer

List job responsibilities in the space above.

2. Education: 2yrs 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? 29yrs

5. How long have you been a resident of Brevard County? 29yrs

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): Code Compliance

10. Have you previously served on a City board(s)?

Yes ☐ No ☒

If yes, please list board(s): _____

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) _____

14. What are your hobbies/interests? Softball, Coaching, Fishing

15. Why do you want to serve on this board/committee?

After serving 13 1/2 years as a Code Officer, I feel by
being on the Board I could help maintain the
code and Ord. of the 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 ☒ _____
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:

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: judy.denis@pbfl.org

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
FEB 8 - 2016
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., _____, TO BE CONSIDERED BY THE CITY COUNCIL.

Board/Committee: At-Large Code Enforcement

1. Full name: Mary Ruth Kozma

a) Home Address: 1141 Topliff Circle NE

City: Palm Bay Zip Code: 32907

Telephone No. 321-327-2057 Fax No.: _____

E-mail: kozma.in.va@yahoo.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? Designer, Kitchens &

List job responsibilities in the space above. remodeled Kitchens, storage

2. Education: BA in Interior Design

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>MRK Designs in Yorktown VA</u>			

Yes ✓ No _____ va - short time 2001

4. Are you a resident of the City?

If yes, how long? 10 yrs.

Yes ✓ No _____

5. How long have you been a resident of Brevard County? 10 yrs.

City of Palm Bay, Florida
Application - Boards/Committees
Page 3 of 3

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	_____
	Asian-American	_____		Female	<u>✓</u>
	Hispanic-American	_____			
	Native-American	_____			
	Caucasian	<u>✓</u>			
	Not Known	_____			

Physically Disabled: Yes ✓ No _____

APPLICANT CERTIFICATION

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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: Mary Ruth Koyama
Date: Feb 8 2016

Please return via email: judy.denis@pbfl.org

Fax: (321) 953-8971

or mail to: City of Palm Bay
Office of the City Clerk
120 Malabar Road, SE
Palm Bay, FL 32907

City of Palm Bay, Florida
Application - Boards/Committees
Page 2 of 3

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): _____

10. Have you previously served on a City board(s)?

Yes ☐ No ☒

If yes, please list board(s): _____

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) _____

Hood for Port Malabar Unit 55 POA

*I volunteer to help Board members & officers
help accountant w/ Audit Larry Ache*

14. What are your hobbies/interests?

*Interior Design, refinishing
furniture, baking, some gardening*

15. Why do you want to serve on this board/committee?

*to learn more about our city and help
out to those who work towards making it
run smoother, and grow for residents & visitors*



Office of The

FEB 9 - 2016

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., _____, TO BE CONSIDERED BY THE CITY COUNCIL.

Board/Committee: Code Enforcement

1. Full name: SHIRLEY M. HOLLINK

a) Home Address: 260 BRIGHT WATER DR SE

City: PALM BAY Zip Code: 32909

Telephone No. 585-964-7528 Fax No.: _____

E-mail: bun cats @ aol.com

b) Employer: _____ Occupation: _____

Address: _____

City: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

E-mail: _____

Job responsibilities: Supervise Field Representatives in Daily Activities, Perform TRAINING sessions for new hires, Recruiting sessions, Write Performance APPRAISALS, Meet monthly Production & Budget goals. Perform FR duties when needed.

If retired, what was your occupation prior to retirement? Field Supervisor - US Census Bureau

List job responsibilities in the space above.

2. Education: HS Diploma; 1 1/2 years College, ANNUAL TRAININGS for municipal Activities - i.e., PLANNING Bd functions, New Building codes, Zoning - Communication etc...

3. Have you ever held a business license or certificate? Yes X No _____

If yes, please provide the following:

Title	Issue Date	Issuing Authority	Disciplinary Action/Dates
<u>SANDY CREEK MANOR HOUSE</u>	<u>1987</u>	<u>MONROE COUNTY - New York State</u>	<u>Closed - 2003</u>

4. Are you a resident of the City? Yes X No _____

If yes, how long? House Bought 9/2013 - Pft resident through 2014 -

5. How long have you been a resident of Brevard County? moved in permanently 2015

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): _____

10. Have you previously served on a ^{town} City board(s)?

Yes ☒ No ☐

If yes, please list board(s): TOWN of HAMLIN, New York -
TOWN Council

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) _____

14. What are your hobbies/interests? Reading, CRUISING,

15. Why do you want to serve on this board/committee?

TO FIND OUT MORE ABOUT THE CITY, BE INVOLVED IN THE
FUTURE GROWTH + DEVELOPMENT AT A PLANNED +
CONTROLLED RATE

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	_____
	Asian-American	_____		Female	<u> / </u>
	Hispanic-American	_____			
	Native-American	_____			
	Caucasian	<u> / </u>			
	Not Known	_____			

Physically Disabled: Yes _____ No _____

APPLICANT CERTIFICATION

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2. I am responsible for keeping the information on this form current and that any changes or updates will be provided to the Office of the City Clerk.
3. I consent to filing the Statement of Financial Interests if required for this board.
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: Shirley M. Adams

Date: 2/6/16

Please return via email: judy.denis@pbfl.org

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

FEB 10 2016

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., 2-10-16, TO BE CONSIDERED BY THE CITY COUNCIL.

Board/Committee: AT-LARGE Code Enforcement Board

1. Full name: JAMES L. RITTER

a) Home Address: 1523 Anglers DR N.E

City: Palm Bay Zip Code: 32905

Telephone No. (321) 724-8435 Fax No.: N/A

E-mail: J.Ritter56@CFL.RR.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? owner / manager Ozzie's Crab House

List job responsibilities in the space above.

2. Education: 12th Grade Melbourne High School class of 74

3. Have you ever held a business license or certificate?

Yes X No _____

If yes, please provide the following:

Title OZZIE'S
CRAB HOUSE

Issue Date 12/2009

Issuing Authority Palm Bay
Brevard County & DBPR Disciplinary Action/Dates N/A

4. Are you a resident of the City?

Yes X No _____

If yes, how long? 40 plus years

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 As Above
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? N/A Yes No
13. Are you a member or participant of any community organizations? (Please list) AMERICAN VETS
14. What are your hobbies/interests? Fishing, Boating, Golfing, Spending time
with family & Grand Children
15. Why do you want to serve on this board/committee?
I have served on this Board for over 15 years.
I enjoy coming to the meetings to help the City and
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

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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: James L. Allen
Date: 2-9-16

Please return via email: judy.denis@pbfl.org

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

FEB 10 2016

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., 2-10-16, TO BE CONSIDERED BY THE CITY COUNCIL.

Board/Committee: AT-LARGE Code Enforcement Board

1. Full name: Diane E. White

a) Home Address: 1740 Apache ST NE

City: Palm Bay Zip Code: 32907

Telephone No. 321-725-9939 Fax No.: _____

E-mail: _____

b) Employer: Retired Occupation: _____

Address: _____

City: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

E-mail: _____

Job responsibilities: maintained all bookkeeping records for 5 shopping centers and 2 professional office complexes through preparation of monthly financial statements.

If retired, what was your occupation prior to retirement? Bookkeeper

List job responsibilities in the space above.

2. Education: AS degree in Accounting Technology

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? 33 years

5. How long have you been a resident of Brevard County? 33 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): Code Enforcement Board

10. Have you previously served on a City board(s)? Yes X No

If yes, please list board(s): Code Enforcement Board

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)

Brevard Dog Training Club

Space Coast Toy Dog Club

Stardust Dancers

14. What are your hobbies/interests? Ballroom dancing, aromatherapy, Therapy Dogs,
Sewing, quilting, Canning,

15. Why do you want to serve on this board/committee? I have served on the Code Enforcement Board for 25 years and I am very knowledgeable of our City ordinances and the responsibility of this quasi-judicial Board. With this longevity, I bring stability and insight to the Board. I understand, the duties of this Board is compliance to city codes, but I also know this can be obtained through compassion. As the only woman on this Board, I often bring another view which might otherwise be overlooked. I would be honored to continue my volunteer service to my City with an appointment to the Code Enforcement Board. I currently serve as the Co-Chairman for 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 _____ Gender: Male _____

 Asian-American _____ Female X

 Hispanic-American _____

 Native-American _____

 Caucasian X

 Not Known _____

Physically Disabled: Yes _____ No X

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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: Deane E. White

Date: 2/3/16

Please return via email: judy.denis@pbfl.org

Fax: (321) 953-8971

or mail to: City of Palm Bay
Office of the City Clerk
120 Malabar Road, SE
Palm Bay, FL 32907



MEMO TO: Honorable Mayor and Members of City Council

FROM: Terese M. Jones, City Clerk

DATE: February 18, 2016

SUBJECT: Two (2) At- Large Appointments – Planning and Zoning Board
Five (5) Council Appointments – Planning and Zoning Board

Tonight the City Council will consider the appointment of seven (7) members to the Planning and Zoning Board. Each Council seat shall appoint one (1) member and two (2) members shall be appointed at-large.

The following applications have been received for the two (2) at-large positions:

William Pezzillo
1317 Prospect Circle, NE 32907

Wendall Stroder
1511 Masters Road, NW 32907

Shirley M. Hollink
260 Bright Water Drive, SE 32907

Attached is a ranking sheet that can be printed from the agenda packet. A sheet will also be on the dais at tonight's meeting. Council is to rank the above individuals from "1 - 3" with **No. 1 representing your first choice**. Please give the completed sheet to the clerk on duty prior to the start of the meeting.

The matter is presented to Council for the appointment of two (2) at-large members to the Planning and Zoning Board and five (5) Council appointments.

If you should have any questions, please advise.

/jcd

Attachments

[illegible]



APPLICATION FOR MEMBERSHIP CITY BOARDS OR COMMITTEES

Office of The

FEB 4 - 2016

City Clerk

City of Palm Bay
120 Malabar Road
Palm Bay, FL 32907

Phone: 321-952-3414
Fax: 321-953-8971
www.palmbayflorida.org

Board/Committee At-Large Planning & Zoning Board

First Name: William Middle: Andrew Last Name: Pezzillo

Home Address: 1317 Prospect Circle N.E.

City: Palm Bay State: Florida Zip Code: 32907

Phone Number (#####): 321-729-6987 Fax Number (#####): 321-7629-6987

E-mail: wpezzillo@cfl.rr.com

Employment

Employer: Retired Occupation:

Address:

City: State: Zip Code:

Phone Number (#####): Fax Number (#####):

E-mail:

Job Responsibilities:

System Rest Engineer Harris Corp (23 Years)

Education

Type of School	Name of School and Location	No. Years Completed	Major or Degree
High School	Ramsay High Mt Pleasat ,Pa	1958	Graduate
College Bus. or Trade School			
Professional School	Senior Military NCO School	1987	Graduated
Other			

Have you ever held a business tax receipt: ☐ yes ☒ no

If yes, please provide the following:

Title:

Issue Date: Issuing Authority:

If any disciplinary action has been taken, please state the type and date of the action taken:

Disciplinary Action: Disciplinary Date:

Continue on the next page

Are you a resident of the City? ☐ yes ☒ no If yes, how long? Years Months

How long have you been a resident of Brevard County? Years Months

Are you a United States citizen? ☒ yes ☐ no Are you a registered voter of the City ? ☒ yes ☐ no

Are you employed by the City? ☐ yes ☒ no If yes, what department?

Do you presently serve on a City board(s)? ☒ yes ☐ no

If yes, please list board(s): Planning & Zoning

Have you previously served on a City board(s)? ☒ yes ☐ no

If yes, please list board(s): Utility Advisory Board

Are you currently serving on a board, authority, commission for another governmental agency? ☒ yes ☐ no

If yes, what agency and board? Brevard Counth Medical Review Committee

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;

and disposition was: Have your civil rights been restored? ☐ yes ☐ no

Are you a member or participant of any community organizations? ☐ yes ☒ no

If yes, please list

What are your hobbies/interests?

Model Railroad

Why do you want to serve on this board/committee?

Having Served for 11 years I think I have a very unique knowledge on the Palm Bay utilities
progress and expansion of utilies. I know I can represent the citizens and council

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

Race: Caucasian

Gender: Male

Physically Disabled: No

APPLICANT CERTIFICATION

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3. I consent to filing the Statement of Financial Interests (Form 1) if required for this board.
<http://www.ethics.state.fl.us/ethics/forms.html>
4. If appointed to a board/committee, I acknowledge that it is my obligation and duty to comply with the following:

Code of Ethics for Public Officials (Florida Statutes, Chapter 112, Part III)
Florida Sunshine Law (Florida Statutes, Chapter 286)
<http://www.flsenate.gov/Statutes>
5. I understand the responsibilities associated with being a board/committee member, and I will have adequate time to serve on this board/committee.

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

Please return via email:

or mail to: City of Palm Bay
Office of the City Clerk
120 Malabar Road, SE
Palm Bay, FL 32907

Or Fax: (321) 953-8971

William A Pezzullo
4 Feb 2016

FEB 4 - 2016

**APPLICATION FOR MEMBERSHIP** City Clerk
CITY BOARDS OR COMMITTEESCity of Palm Bay
120 Malabar Road
Palm Bay, FL 32907Phone: 321-952-3414
Fax: 321-953-8971
www.palmbayflorida.orgBoard/Committee **Planning and Zoning Board/ Local Planning Agency**First Name: **Wendall** Middle: **W** Last Name: **Stroderd**Home Address: **1511 Masters Road N.W.**City: **Palm Bay** State: **Florida** Zip Code: **32907**Phone Number (#####) **321-427-5149** Fax Number (#####) **321-574-4131**E-mail: **wendall@tankwizards.com****Employment**Employer: **Tank Wizards** Occupation: **Business owner**Address: **1511 Masters Road NW Palm Bay (ofc) 7619 Coral Drive W. Melb (shop)**City: **Palm Bay** State: **FL** Zip Code: **32907**Phone Number (#####) **3212858878** Fax Number (#####) **3215744131**E-mail: Job Responsibilities: **Oversee daily operations of a Fuel Tank Cleaning and Fuel Quality Assurance Company****Education**

Type of School	Name of School and Location	No. Years Completed	Major or Degree
High School	Eunice High School	3	general studies
College Bus. or Trade School	USL	1	general studies
Professional School			
Other			

Have you ever held a business tax receipt: ☒ yes ☐ no

If yes, please provide the following:

Title: **Tank Wizards Inc.**Issue Date: **2014** Issuing Authority: **City Of Palm Bay**

If any disciplinary action has been taken, please state the type and date of the action taken:

Disciplinary Action: Disciplinary Date:

Continue on the next page

Are you a resident of the City? ☒ yes ☐ no If yes, how long? Years Months

How long have you been a resident of Brevard County? Years Months

Are you a United States citizen? ☒ yes ☐ no Are you a registered voter of the City ? ☒ yes ☐ no

Are you employed by the City? ☐ yes ☒ no If yes, what department?

Do you presently serve on a City board(s)? ☐ yes ☐ no

If yes, please list board(s):

Have you previously served on a City board(s)? ☐ yes ☒ no

If yes, please list board(s):

Are you currently serving on a board, authority, commission for another governmental agency? ☐ yes ☒ no

If yes, what agency and board?

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;

and disposition was: Have your civil rights been restored? ☐ yes ☐ no

Are you a member or participant of any community organizations? ☐ yes ☒ no

If yes, please list

What are your hobbies/interests?

Hunting, Offshore fishing, Diving, Flying, Gardening

Why do you want to serve on this board/committee?

As a builder some years ago I appeared before this board frequently and for the last two years I have served in a liaison position for this board. My exposure to the workings of the board has been intriguing and it is my opinion that the most important attributes for a board member are comm

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

Race: Caucasian

Gender: Male

Physically Disabled: no

APPLICANT CERTIFICATION

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3. I consent to filing the Statement of Financial Interests (Form 1) if required for this board.
<http://www.ethics.state.fl.us/ethics/forms.html>
4. If appointed to a board/committee, I acknowledge that it is my obligation and duty to comply with the following:

Code of Ethics for Public Officials (Florida Statutes, Chapter 112, Part III)
Florida Sunshine Law (Florida Statutes, Chapter 286)
<http://www.flsenate.gov/Statutes>
5. I understand the responsibilities associated with being a board/committee member, and I will have adequate time to serve on this board/committee.

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

Please return via email:

Submit

or mail to: City of Palm Bay
Office of the City Clerk
120 Malabar Road, SE
Palm Bay, FL 32907

Or Fax: (321) 953-8971



Office of The

FEB 9 - 2016

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., _____, TO BE CONSIDERED BY THE CITY COUNCIL.

Board/Committee: Planning and Zoning

1. Full name: SHIRLEY M. HOLLINK

a) Home Address: 260 BRIGHT WATER DR SE

City: PALM BAY

Zip Code: 32909

Telephone No. 585-964-7528

Fax No.: _____

E-mail: bum cats @ aol. com

b) Employer: _____

Occupation: _____

Address: _____

City: _____

Zip Code: _____

Telephone No. _____

Fax No: _____

E-mail: _____

Job responsibilities: Supervise Field Representatives in Daily Activities, Perform TRAINING sessions for new hires, Recruiting sessions, Write Performance APPRAISALS, meet monthly Production & Budget goals. Perform FR duties when needed.

If retired, what was your occupation prior to retirement? Field Supervisor - US Census Bureau

List job responsibilities in the space above.

2. Education: HS Diploma; 1 1/2 years College.

ANNUAL TRAININGS for municipal Activities - i.e... PLANNING Bld functions, New Building codes, Zoning - Communication etc...

3. Have you ever held a business license or certificate? Yes X No _____

If yes, please provide the following:

Title	Issue Date	Issuing Authority	Disciplinary Action/Dates
<u>SANDY CREEK MANOR HOUSE</u>	<u>1987</u>	<u>MONROE COUNTY - New York State</u>	<u>Closed - 2003</u>

4. Are you a resident of the City? Yes X No _____

If yes, how long? House Bought 9/2013 - Pft resident through 2014 -

5. How long have you been a resident of Brevard County? moved in permanently 2015

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): _____

10. Have you previously served on a ^{town} City board(s)?

Yes ☒ No ☐

If yes, please list board(s): TOWN of HAMLIN, New York -
TOWN Council

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) _____

14. What are your hobbies/interests? Reading, CRUISING,

15. Why do you want to serve on this board/committee?

TO FIND OUT MORE ABOUT the City, Be involved in the
future Growth + Development AT A PLANNED +
CONTROLLED RATE

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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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: Shirley M. Holcomb

Date: 2/6/16

Please return via email: judy.denis@pbfl.org

Fax: (321) 953-8971

or mail to: City of Palm Bay
Office of the City Clerk
120 Malabar Road, SE
Palm Bay, FL 32907



MEMO TO: Honorable Mayor and Members of City Council

FROM: Terese M. Jones, City Clerk

DATE: February 18, 2016

SUBJECT: Two (2) At-Large Appointments – Recreation Advisory Board
Five (5) Council Appointments – Recreation Advisory Board

Tonight the City Council will consider the appointment of seven (7) members to the Recreation Advisory Board. Each Council seat shall appoint one (1) member and two (2) members shall be appointed at-large.

The following applications have been received for the two (2) at-large positions:

Catherine Gallant
1230 Gustrow Avenue, NW 32909

Alfred Agarie
Emerson Drive, NW 32907

Randy Foster
1837 Palm Place Drive, NE 32905

Attached is a ranking sheet that can be printed from the agenda packet. A sheet will also be on the dais at tonight's meeting. Council is to rank the above individuals from "1 - 3" with **No. 1 representing your first choice**. Please give the completed sheet to the clerk on duty prior to the start of the meeting.

The matter is presented to Council for the appointment of two (2) at-large members to the Recreation Advisory Board and five (5) Council appointments.

If you should have any questions, please advise.

/jcd

Attachments

[illegible]



APPLICATION FOR MEMBERSHIP CITY BOARDS OR COMMITTEES

Office of The

FEB 5 - 2016

City of Palm Bay
120 Malabar Road
Palm Bay, FL 32907

City Clerk

Phone: 321-952-3414
Fax: 321-953-8971
www.palmbayflorida.org

Board/Committee: Recreation Advisory Board

First Name: Catherine

Middle: R

Last Name: Gallant

Home Address: 1230 Gustrow Ave NW

City: Palm Bay

State: Florida

Zip Code: 32907

Phone Number (#####) 321-953-5972

Fax Number (#####) 321-373-2385

E-mail: gammy930@att.net

Employment

Employer: Retired

Occupation: Retired LPN

Address:

City:

State:

Zip Code:

Phone Number (#####)

Fax Number (#####)

E-mail:

Job Responsibilities:

Education

Type of School	Name of School and Location	No. Years Completed	Major or Degree
High School	Burrillville High School, Harrisville R.I.02830	12	
College, Bus. or Trade School			
Professional School	E.C. Godwin Tech School, New Britain Conn	1	LPN
Other			

Have you ever held a business tax receipt:

☐ yes

☒ no

If yes, please provide the following:

Title:

Issue Date:

Issuing Authority:

If any disciplinary action has been taken, please state the type and date of the action taken:

Disciplinary Action:

Disciplinary Date:

Continue on the next page

Are you a resident of the City? ☒ yes ☐ no If yes, how long? Years 12 Months 1

How long have you been a resident of Brevard County? Years 12 Months 1

Are you a United States citizen? ☒ yes ☐ no Are you a registered voter of the City? ☒ yes ☐ no

Are you employed by the City? ☐ yes ☒ no If yes, what department? _____

Do you presently serve on a City board(s)? ☐ yes ☒ no

If yes, please list board(s): _____

Have you previously served on a City board(s)? ☐ yes ☒ no

If yes, please list board(s): _____

Are you currently serving on a board, authority, commission for another governmental agency? ☐ yes ☒ no

If yes, what agency and board? Have applied to Advisory Board For Aging Matters but have not been appointed officially at this time

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; _____

and disposition was: _____ Have your civil rights been restored? ☐ yes ☐ no

Are you a member or participant of any community organizations? ☒ yes ☐ no

If yes, please list

Greater Palm Bay Senior Center - member

Vitas - Volunteer

What are your hobbies/interests?

Cooking

Volunteering (Received The President's Call To Service Award in 2013) Volunteered over 4000 hrs at that time!

Why do you want to serve on this board/committee?

I was President of the GPBSC from 2010 - 2013 and have knowledge of how the Center operates.

Continue on the next page

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

Race: White

Gender: Female

Physically Disabled: Have difficulties

APPLICANT CERTIFICATION

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<http://www.ethics.state.fl.us/ethics/forms.html>
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Florida Sunshine Law (Florida Statutes, Chapter 286)
<http://www.flsenate.gov/Statutes>
5. I understand the responsibilities associated with being a board/committee member, and I will have adequate time to serve on this board/committee.

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

Please return via email:

or mail to: City of Palm Bay
Office of the City Clerk
120 Malabar Road, SE
Palm Bay, FL 32907

Or Fax: (321) 953-8971

Catherine R Gallant



APPLICATION FOR MEMBERSHIP CITY BOARDS OR COMMITTEES

Office of The

FEB 8 - 2016

City Clerk

City of Palm Bay
120 Malabar Road
Palm Bay, FL 32907

Phone: 321-952-3414
Fax: 321-953-8971
www.palmbayflorida.org

Board/Committee **Recreation Advisory Board**

First Name: **Alfred** Middle: **Ramsey** Last Name: **Agarie**

Home Address: **281 Emerson Dr NW**

City: **palm bay** State: **Florida** Zip Code: **32907**

Phone Number (#####) **321-508-9624** Fax Number (#####) **321-727-1214**

E-mail: **ARA24seven@gmail.com**

Employment

Employer: **self employed** Occupation: **business owner**

Address: **4371 Dixie Hwy NE**

City: **palm bay** State: **FL** Zip Code: **32905**

Phone Number (#####) **321-768-0244** Fax Number (#####) **321-727-1214**

E-mail:

Job Responsibilities: **Daily responsibilities includes : managing,advising,and directing employees.**

Dispatching of trucks,coordinating and negotiating contracts. Bidding/Meetings,customer service and satisfaction.

Education

Type of School	Name of School and Location	No. Years Completed	Major or Degree
High School	Pennwood High school Kingston,Jamaica	6	
Junior/Community College	Technical College Kingston,Jamaica	2	
Professional School			
Other	Certified auto eletrician and mechanic		

Have you ever held a business tax receipt: ☒ yes ☐ no

If yes, please provide the following:

Title: **Brevard County Business Tax Receipt**

Issue Date: **9/16/15** Issuing Authority: **BOCC and COPB**

If any disciplinary action has been taken, please state the type and date of the action taken:

Disciplinary Action: **N/A**

Disciplinary Date:

Continue on the next page

Are you a resident of the City? ☒ yes ☐ no If yes, how long? Years Months

How long have you been a resident of Brevard County? Years Months

Are you a United States citizen? ☒ yes ☐ no Are you a registered voter of the City ? ☒ yes ☐ no

Are you employed by the City? ☐ yes ☒ no If yes, what department?

Do you presently serve on a City board(s)? ☒ yes ☐ no

If yes, please list board(s):

Have you previously served on a City board(s)? ☒ yes ☐ no

If yes, please list board(s):

Are you currently serving on a board, authority, commission for another governmental agency? ☐ yes ☒ no

If yes, what agency and board?

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;

and disposition was: Have your civil rights been restored? ☐ yes ☐ no

Are you a member or participant of any community organizations? ☒ yes ☐ no

If yes, please list

Member of BACASCA community sports and culture club
Founder and President of WICCS culture and sports
Member of Chamber of Commerce, Donated to humanity for habitat and helped with a few projects.

What are your hobbies/interests?

Socializing with friends and family, playing cricket and dominos, farming and collecting antique cars.

Why do you want to serve on this board/committee?

To help preserve the City of Palm Bay recreational areas, to help plan and give ideas about recreational or cultural activities for the city, and to voluteer and give back to the community.

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

Race: Asian-American

Gender: Male

Physically Disabled: No

APPLICANT CERTIFICATION

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<http://www.flsenate.gov/Statutes>
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Please return via email:

Submit

or mail to: City of Palm Bay
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120 Malabar Road, SE
Palm Bay, FL 32907

Or Fax: (321) 953-8971



Office of The

FEB 10 2016

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., 2-10-16, TO BE CONSIDERED BY THE CITY COUNCIL.

Board/Committee: At-Large Recreation Advisory Board

1. Full name: RANDY FOSTER

a) Home Address: 1837 PALM PLACE DR

City: PALM BAY Zip Code: 32905

Telephone No. 321-431-9691 Fax No.: _____

E-mail: _____

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? DEPUTY U.S. MARSHAL
List job responsibilities in the space above. AND U.S. AIR FORCE NATIONAL GUARD

2. Education: 2 yrs of collage

3. Have you ever held a business license or certificate?

Yes ☒ No ☐

If yes, please provide the following:

Title	Issue Date	Issuing Authority	Disciplinary Action/Dates
<u>INTERNET BUSINESS</u>	<u>2014</u>	<u>CITY OF PALM BAY</u>	<u>EXPIRED</u>

4. Are you a resident of the City?

Yes ☒ No ☐

If yes, how long? 3

5. How long have you been a resident of Brevard County? 3 YEARS

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): RECREATION ADVISORY BOARD
10. Have you previously served on a City board(s)? Yes ☒ No ☐
If yes, please list board(s): LIBRARY BOARD
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) _____
NAACP - south BREVARD
AMERICAN LEGION POST 191 - MELBOURNE
GREATER PALM BAY SENIOR CENTER
SPANISH AMERICAN VETERANS ASSOCIATION
MELBOURNE REGIONAL Chamber of EAST CENTRAL FLORIDA
14. What are your hobbies/interests? COMMUNITY SERVICE
Youth Community Group or Program
15. Why do you want to serve on this board/committee?
To Help make the City of PALM BAY To
Be the BEST City in the STATE OF FLORIDA

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	<input checked="" type="checkbox"/>	Gender:	Male	<input checked="" type="checkbox"/>
	Asian-American	<input type="checkbox"/>		Female	<input type="checkbox"/>
	Hispanic-American	<input type="checkbox"/>			
	Native-American	<input type="checkbox"/>			
	Caucasian	<input type="checkbox"/>			
	Not Known	<input type="checkbox"/>			

Physically Disabled: Yes ☐ No ☒

APPLICANT CERTIFICATION

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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: judy.denis@pbfl.org

Fax: (321) 953-8971

or mail to: City of Palm Bay
Office of the City Clerk
120 Malabar Road, SE
Palm Bay, FL 32907



MEMO TO: Honorable Mayor and Members of City Council

FROM: Terese M. Jones, City Clerk

DATE: February 18, 2016

SUBJECT: Five (5) Council Appointments – Library Advisory Board

Tonight the City Council will consider the appointment of five (5) members to the Library Advisory Board. Each Council seat shall appoint one (1) member.

The matter is presented to Council for the appointment of five (5) members to the Library Advisory Board.

If you should have any questions, please advise.

/jcd



MEMO TO: Honorable Mayor and Members of City Council

FROM: Terese M. Jones, City Clerk

DATE: February 18, 2016

SUBJECT: Five (5) Council Appointments – Utilities Advisory Board

Tonight the City Council will consider the appointment of five (5) members to the Utilities Advisory Board. Each Council seat shall appoint one (1) member.

The matter is presented to Council for the appointment of five (5) members to the Utilities Advisory Board.

If you should have any questions, please advise.

/jcd



COMMITTEE AND COUNCIL REPORTS

- **The Greater Palm Bay Chamber of Commerce**

Committee Reports


- **Space Coast Transportation Planning Organization**
- **Space Coast League of Cities**
- **Tourist Development Council**
- **Palm Bay Hospital Board**

Council Reports



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Gregg Lynk, City Manager 

DATE: February 18, 2016

RE: Mortgage Revenue Bonds, Series 2014 Amendment to Bond Documents

On December 4, 2014, the City authorized the execution and implementation of documents necessary to close on the conduit financing for the Riverview Senior Resort project. The First Mortgage Revenue Bonds, Series 2014A and the Subordinate Mortgage Revenue Bonds, Series 2014B (collectively, the "Bonds") were financed and closed on December 30, 2014. The 1st amendment to the documents was approved by the City on March 19, 2015.

Nabors, Giblin & Nickerson, bond counsel for the Bonds, notified the City Attorney and the Finance Director that Riverview "the borrower" has requested a second amendment to their bond documents. The requested amendment to the Trust Indenture for the City's private activity bonds issued for the Riverview Senior Resort project is requested to further secure the bondholders and correct any ambiguity, such that weekly transfers from the borrower will be used to first pay the monthly requirements for debt service before funds received are used for any other purpose.

A resolution authorizing the technical fix, requested by the majority bond owner, is submitted for Council authorization.

REQUESTING DEPARTMENTS:

City Attorney Office, Finance Department

FISCAL IMPACT:

No fiscal impact to the City

RECOMMENDATION:

Motion to approve the resolution amending the Trust Indenture and Security Agreement; and authorize the Mayor to execute the Second Amendment to Trust Indenture and Security Agreement

Attachments: 1) Resolution No. _____
2) Amended Trust Indenture and Security Agreement

YM/ab

SECOND AMENDMENT TO TRUST INDENTURE AND SECURITY AGREEMENT

between

CITY OF PALM BAY, FLORIDA,
as Issuer

and

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

securing the

**NOT TO EXCEED \$24,910,000
CITY OF PALM BAY, FLORIDA
FIRST MORTGAGE REVENUE BONDS
(RIVERVIEW SENIOR RESORT PROJECT),
SERIES 2014A**

and

**\$4,455,000
CITY OF PALM BAY, FLORIDA
SUBORDINATE MORTGAGE REVENUE BONDS
(RIVERVIEW SENIOR RESORT PROJECT),
SERIES 2014B**

Dated as of January 1, 2016

THIS SECOND AMENDMENT TO TRUST INDENTURE AND SECURITY AGREEMENT is made and entered into as of January 1, 2016 (this "Amendment Number Two"), to amend the Trust Indenture and Security Agreement, dated as of December 1, 2014, as amended (the "Indenture"), by and between the **CITY OF PALM BAY, FLORIDA** a municipal corporation created and existing under the laws of the State of Florida (the "Issuer"), and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association, as trustee (the "Trustee"). Capitalized terms used herein but not defined shall have the meanings issued to them in the Indenture.

W I T N E S S E T H:

WHEREAS, the Legislature of the State of Florida (the "State") has enacted the Florida Industrial Development Financing Act, Sections 159.25 through 159.431, Part II, Florida Statutes, as amended (the "Act"), pursuant to which the State has empowered local agencies to issue revenue bonds to help finance qualifying projects; and

WHEREAS, pursuant to the Act and the Indenture, the Issuer previously issued its First Mortgage Revenue Bonds (Riverview Senior Resort Project), Series 2014A and Subordinate Mortgage Revenue Bonds (Riverview Senior Resort Project), Series 2014B (collectively, the "Bonds") in the original aggregate principal amount of \$29,365,000 to provide for the financing of an assisted living and memory care facility for the elderly;

WHEREAS, the Issuer and the Trustee entered into an Amendment to Trust Indenture and Security Agreement ("Amendment Number One") dated as of March 1, 2015 to provide for an optional redemption section in the Indenture;

WHEREAS, at the request of The Cape LLC and Riverview ALF Operator, LLC (collectively, the "Borrower"), the Issuer and the Trustee desire to amend the Indenture as described herein;

WHEREAS, PHC Fund I, LP (the "Initial Beneficial Owner") is the beneficial owner of a majority of the Bonds and hereby directs the Trustee and the Issuer to execute and deliver this Amendment Number Two; and

WHEREAS, pursuant to Section 1104(a)(iii) of the Indenture, the Issuer and the Trustee (or in lieu thereof, the Series 2014A Bondholder Representative and the Series 2014B Bondholder Representative) may, without the consent of the Holders, consent to any amendment, change, or modification of the Bond Documents as may be required in connection with any other change therein that will not materially adversely affect the rights of the Holders of the Bonds then outstanding as determined by an Opinion of Counsel as more fully set forth in Article XI of the Indenture.

WHEREAS, pursuant to Section 1104 and 1107 of the Indenture, this Amendment Number Two shall be accompanied by an Opinion of Counsel filed with the Trustee and the Issuer stating that (i) such Amendment Number Two is authorized or permitted by the Indenture and complies with its terms and that upon execution it will be valid and binding on the party or parties executing it in accordance with its terms, and (ii) that Amendment Number Two will not

have an adverse effect on the excludability of interest on the Bonds from gross income for federal income tax purposes.

NOW, THEREFORE, the parties hereto enter into this Amendment Number Two as follows and provided for in Section 1104 of the Indenture:

Section 1. Section 101 of the Indenture is hereby amended to include the following definition:

"Weekly Disbursement Dates" means the first Business Day of each calendar week.

Section 2. Section 505 of the Indenture is hereby amended to include a new introductory paragraph and amended FIFTH and SEVENTH paragraphs as follows:

Except as otherwise provided herein (including under Section 805 hereof), for so long as this Indenture is in effect, any and all Gross Receipts of the Borrower shall be deposited directly into the Revenue Fund promptly, but no less than once per calendar week. Amounts on deposit in the Revenue Fund shall be applied on the Weekly Disbursement Dates commencing the first week funds are available in the following manner in the order of priority indicated: (1) in the event funds on any Weekly Disbursement Date, shall be insufficient to make any one or more of such transfers, any such deficiencies shall be remedied prior to making any transfers to any subordinated funds (based on the following order of priority) in such month or any future month, (2) during any occurrence of an Event of Default, the Trustee, at the written discretion of the Series 2014A Bondholder Representative, may modify the application of this Section as provided herein, and (3) although funds in the Revenue Fund will be applied on a weekly basis on each Weekly Disbursement Date, the order of priority for application of funds in the Revenue Fund shall be calculated and applied on a monthly basis, as described below (i.e., funds will be applied to each item until the amount required for the current month is achieved, and the amount required for each item will be reset on the first day of each calendar month):

(e) FIFTH, commencing on the first Weekly Disbursement Date following January 1, 2018, to the Repair and Replacement Fund, one-twelfth (1/12th) of the Repair and Replacement Reserve Requirement until such requirement is satisfied; and thereafter, any replenishment amount as may be necessary to meet the Repair and Replacement Reserve Requirement;

(g) SEVENTH, commencing on the first Weekly Disbursement Date following January 1, 2018, to the Operating Reserve Fund, an amount equal to one-twenty-fourth (1/24th) of the Operating Reserve Requirement until such requirement is satisfied; and thereafter, any replenishment amount as may be necessary to meet the Operating Reserve Requirement;

Section 3. Section 513(a) of the Indenture is hereby amended as follows:

(a) In addition to any draws from the Surplus Fund described in Section 507(e) hereof, amounts deposited into the Surplus Fund shall be applied by the Trustee on each Weekly Disbursement Date and on each Borrower Distribution Date (defined below), to make the following payments in the following order of priority:

Section 4. All references in the Indenture to the "Indenture" shall hereafter refer to the Indenture as it is amended by this Amendment Number Two.

Section 5. Except as expressly amended hereby, the terms and conditions of the Indenture are hereby ratified and the Indenture, as so amended, remains in full force and effect.

Section 6. This Amendment Number Two may be executed in any number of counterparts, and each of such counterparts shall for all purposes be deemed to be an original, and all of such counterparts shall together constitute but one and the same instrument.

Section 7. This Amendment Number Two shall be effective as of the date hereof.

[Signatures Follow]

IN WITNESS WHEREOF, the Issuer and the Trustee have caused this Amendment Number Two to be executed and delivered by the duly authorized officers thereof as of the day and year first written above.

(SEAL)

CITY OF PALM BAY, FLORIDA

By: _____
Mayor

Attest: _____
City Clerk

[Signature Page of Amendment Number Two]

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Officer

[Signature Page of Amendment Number Two]

Agreed and consented to by:

PHC FUND I, LP,
as the Initial Beneficial Owner

By: _____
Name:
Title:

[Signature Page of Amendment Number Two]

RESOLUTION NO. 2016-08

A RESOLUTION OF THE CITY OF PALM BAY, FLORIDA, AUTHORIZING THE EXECUTION AND DELIVERY OF A SECOND AMENDMENT TO TRUST INDENTURE AND SECURITY AGREEMENT IN CONNECTION WITH THE CITY'S FIRST MORTGAGE REVENUE BONDS, SERIES 2014A (RIVERVIEW SENIOR RESORT PROJECT) AND ITS SUBORDINATE MORTGAGE REVENUE BONDS, SERIES 2014B (RIVERVIEW SENIOR RESORT PROJECT); PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida (the "State") has enacted the Florida Industrial-Development Financing Act, Sections 159.25 through 159.431 Florida Statutes, as amended (the Act") pursuant to which the State has empowered each Local Agency (as defined therein), to issue its revenue bonds for the purpose of financing qualified Projects under the Act and thereby improving the prosperity and welfare of the State and its inhabitants, and

WHEREAS, pursuant to the Act, the City of Palm Bay Florida (the "Issuer") issued (i) \$24,910,000 aggregate principal amount of its First Mortgage Revenue Bonds (Riverview Senior Resort Project) Series 2014A and (ii) \$4,455,000 aggregate principal amount of its Subordinate Mortgage Revenue Bonds (Riverview Senior Resort Project) Series 2014B (collectively the "Bonds") for the purpose of financing the acquisition, construction, and equipping of a senior living facility, a portion of which is to be utilized by persons of low and moderate income and constituting a Health Care Facility under the Act known as Riverview (the "Project") located in Brevard County Florida (the "County"), and

WHEREAS, the Bonds were issued pursuant to a Trust Indenture and Security Agreement (the "Original Indenture") dated as of December 1, 2014, between the Issuer and U.S. Bank National Association (the "Trustee") as amended by the Amendment to Trust Indenture and Security Agreement (the "First Amendment") dated as of March 1, 2015, between the Issuer and the Trustee (collectively, the "Indenture"), and

WHEREAS, at the request of The Cape LLC and Riverview ALF Operator, LLC (collectively, the "Borrower"), the Issuer desires to amend the Indenture pursuant to a Second Amendment to Trust Indenture and Security Agreement (the "Second Amendment") dated as of January 1, 2016, between the Issuer and the Trustee, to provide, among other things, for Weekly Disbursement Dates (as defined in the Second Amendment), and

WHEREAS, the Issuer desires to approve the form of the Second Amendment attached hereto as Exhibit A and made a part hereof.

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

SECTION 1. This Resolution is adopted pursuant to the provisions of Part II of Chapter 1.59, Florida Statutes, and other applicable provisions of law.

SECTION 2. The Second Amendment substantially the form attached hereto as Exhibit A is hereby approved and the Mayor and the City Clerk of the Issuer or their duly authorized alternate officers are hereby authorized and directed to execute and deliver the Second Amendment on behalf of, and in the name of the Issuer, with such additional changes, insertions and omissions therein.

SECTION 3. All prior resolutions and motions of the Issuer inconsistent with the provisions of this Resolution are hereby modified supplemented and amended to conform with the provisions herein contained and except as otherwise modified supplemented and amended hereby shall remain in full force and effect.

SECTION 4. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law though not expressly prohibited or against public policy or shall for any reason whatsoever be held invalid then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants agreements or provisions and shall in no way affect the validity of any of the other provisions hereof.

SECTION 5. This resolution shall take effect immediately upon the enactment date.

This resolution was duly enacted at Meeting No. 2016- , of the City Council of the City of Palm Bay, Brevard County, Florida, held on , 2016.

William Capote, MAYOR

ATTEST:

Terese M. Jones, CITY CLERK

City of Palm Bay, Florida
Resolution No. 2016-08

EXHIBIT A

FORM OF SECOND AMENDMENT



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Gregg Lynk, City Manager

DATE: February 18, 2016

RE: Financing Plan to Refund the Utility System Refunding Bonds, Series 2005B

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

The City's Utility Series 2005B Bonds are currently outstanding in the amount of \$16.0 million, with interest rates ranging from 3.7% to 5.0% through 2024, and are currently callable without penalty. The City currently has an opportunity to take advantage of lower interest rates in the current market to refund these bonds and decrease its annual debt payments over the remaining term of the debt. Based upon a loan proposal by Raymond James Capital Funding, Inc. (RJCF – a subsidiary of Raymond James Bank), the Utility would save approximately \$1.4 million in net present value savings by refunding the outstanding 2005B Utility bonds from an average rate of 4.13% to the proposed interest rate of 2.20%. The City had previously selected RJCF through competitive RFP process in early 2014 to provide a refunding loan for prior Utility's bonds, and RJCF currently is a major holder of the City's utility debt. The City's Financial Advisor compared the estimated refunding results of the RJCF loan proposal to a traditional bond issue, and based upon market conditions as of January 28th, a traditional bond issue would provide a slightly lower interest cost. However, the actual financing cost for a traditional bond issue would be subject to market conditions at the time the bonds are actually sold, whereas the RJCF proposal holds the proposed interest rate through a closing of March 15th.

An additional benefit of the proposed loan with RJCF includes reducing risk relating to an event of default under the Utility's 1998 Master Resolution, which governs the senior lien utility debt. The master resolution contains a provision that if an event of default were to occur (for nonpayment or technical), 51% of senior lien utility debt holders could force the accelerated repayment of the senior lien utility debt. This remedy has become more of a focus with rating agencies when banks hold large portions of outstanding debt, and technical defaults could allow for the exercise of this remedy (even if unlikely). With consent from staff, the City's Financial Advisor had reached out to RJCF, which currently holds approximately 41% of the outstanding senior lien utility debt, regarding mitigating risk associated with this event of default related provision. RJCF indicated that it would agree not to consent to acceleration under an event of default for both its existing 2014 loan as well as the new proposed refunding loan, if it were to be awarded the new loan. However, while RJCF will agree not to consent to an acceleration for both loans, completely

eliminating acceleration as a remedy from the senior lien utility resolution is difficult while the City's existing 2001 utility bonds remain outstanding (these bonds are non-callable through their maturity in 2031).

It is recommended that staff continue moving forward with the refunding of the Series 2005B utility bonds, and bring the proposed refunding with RJCF to the Council at its next meeting. The primary benefits to moving forward with the proposed loan include:

- Generating significant net present value savings by refunding the outstanding Series 2005B utility bonds, and mitigating interest rate risk prior to closing. The RJCF proposed rate is held through March 15th.
- Reducing risk of acceleration under an event of default within the master utility bond resolution. RJCF would agree not to consent to an acceleration for both the existing 2014 loan as well as the new refunding loan
- Ability to prepay the loan prior to maturity beginning in 2021
- The elimination of the debt service reserve fund on the Series 2005B bond issue (\$2.39 million), which funds will be used to reduce the City's outstanding debt

REQUESTING DEPARTMENTS:

Finance Department, Utility Department

FISCAL IMPACT:

At the proposed rate of 2.20%, and utilizing existing reserves to reduce the refunding size, the Utility will realize a debt service saving of approximately \$406,000.00 in FY 16 and a total of \$4.2 million over the 9 years required to repay the proposed loan, when compared to the debt service under the current bonds.

Since the proposed loan will not require a Debt Service Reserve Fund, the elimination of the debt service reserve fund required under the current 2005B bond issue along with other accruals will be used to reduce the principal amount to be refinanced from \$16.0 million to \$13.2 million.

RECOMMENDATION:

It is recommended that the City proceed with the plan of finance to refund the Series 2005B bonds with a loan from RJCF. At this time, staff is not requesting formal action, but direction to come back to Council at the next meeting with the proposed authorizing resolution.

Attachment: 1) Refunding Analysis Summary based upon the Proposed Loan

YM/ab

Refunding Analysis of the Series 2005B Utility Bonds

Based upon loan proposal from Raymond James Capital Funding, Inc.

<i>Refunding Results Summary</i>	
Total Savings	\$4,240,428
Average Annual Savings (2016 - 2024)	\$471,159
Present Value Savings (\$)	\$1,399,369
Present Value Savings (% of Refunded Principal)	8.73%
<i>Refunding Issue Summary (2016)</i>	
Principal Amount	\$13,200,000
Maturity Date	10/1/2024
Issuance Costs	\$91,859
Interest Rate	2.20%
All-In True Interest Cost	2.33%
<i>Refunded Issue Summary (2005B)</i>	
Amount Outstanding	16,030,000
Amount Refunded	16,030,000
Average Coupon Refunded	4.13%
Call Date/Price	Currently @ 100%

Notes

- Analysis is preliminary and subject to change.
- Assumes closing of refunding issue on March 15, 2016
- Interest rate based upon Raymond James Capital Funding, Inc. term sheet dated 2/2/2016.
- Existing Series 2005B debt service reserve fund (\$2,390,649) used to reduce refunding issue size.
- PV savings calculated using All-In TIC.
- Refunding savings is net of issuance costs.



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Gregg Lynk, City Manager

DATE: February 18, 2016

RE: December 2015 Monthly Financial Report

Attached for your information is the monthly financial report which will provide you with an overview of the City's financial activities in December 2015. December is the 3rd month of the fiscal year and represents 25% of the annual budget.

DECEMBER 2015 CASH & INVESTMENTS HIGHLIGHTS

General Fund

Total General Fund cash and investments are down \$2,211,069.00 or -11.6% from the same period last year. General Fund Cash & Investments at 12/31/15 totaled \$16,838.464.92.

From its primary General Fund revenue source, the City has received through December 31st, \$18.8 million or 77% of the budgeted Ad Valorem Taxes for FY16. Ad Valorem Taxes budgeted for FY16 is \$24.4 million. An additional \$12,179.94 in delinquent ad valorem tax revenue was received through December 31st.

Road Maintenance Fund

In FY16 a total of \$1,622,086.00 is budgeted for transfer from the General Fund into the Road Maintenance CIP Fund. As of December 31st, \$1,013,644.00 has been transferred from ad valorem taxes received by the City.

Citywide

The City's total cash and investments portfolio, increased by \$6,276,471.00, or 9.4%, from December 2014 to December 2015. Two point six million dollars (\$2.6 million) of the increase includes loan proceeds borrowed under the 2015 Franchise Note to cover I-95 mitigation cost.

REQUESTING DEPARTMENT:

Finance Department

FISCAL IMPACT:

None

RECOMMENDATION:

Motion to acknowledge receipt of the December 2015 Financial Report

Attachment: 1) December 2015 Financial Report

YM/ab

CITY OF PALM BAY, FLORIDA
MONTHLY FINANCIAL REPORT (UNAUDITED)
DECEMBER 2015



The City of Palm Bay, Florida's (the "City") monthly financial report presents an overview and analysis of the City's financial activities during the month of December 2015. December is the third month of the fiscal year and represents 25% of the annual budget.

Financial Report Summary

- Citywide revenues of \$60.3 million are at 37% of the annual budget. Citywide expenditures of \$52.7 million are at 32% of the annual budget. Traditionally revenue collections are two months in arrears. For this reason, certain revenues for grants and other governmental resources are accrued at year end to reflect the period in which it represents.
- Citywide cash and investments increased by \$6.3 million, or 9.4%, in comparison to the prior year.
- In October 2015, the City refunded the 2006 Sales Tax Bonds. The 2015 Sales Tax Bond proceeds and its use in the defeasance of the 2006 Bonds are included in FY15 citywide revenues and expenditures in the chart below.

Contents

❖ General Fund	
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Cash & Fund Equity	Page 15

Citywide - Cash & Investments		Citywide - Revenues		Citywide - Expenditures	
12/31/2015	\$ 73,003,820.90	12/31/2015	\$ 60,329,319.00	12/31/2015	\$ 52,687,302.36
12/31/2014	66,725,349.36	12/31/2014	39,055,762.11	12/31/2014	30,839,972.77
Increase	9.4% \$ 6,278,471.54	Increase	54.5% \$ 21,273,556.89	Increase	70.8% \$ 21,847,329.59

- General Fund revenues of \$23.3 million are at 38% of the annual budget. This is an increase of \$1.14 million, or 5.2%, in comparison to the prior year.
- General Fund expenditures of \$15.7 million are at 26% of the annual budget. This is an increase of \$2.31 million, or 17.3%, in comparison to the prior year.
- General Fund cash and investments decreased by \$2.21 million, or 11.6%, in comparison to the prior year.

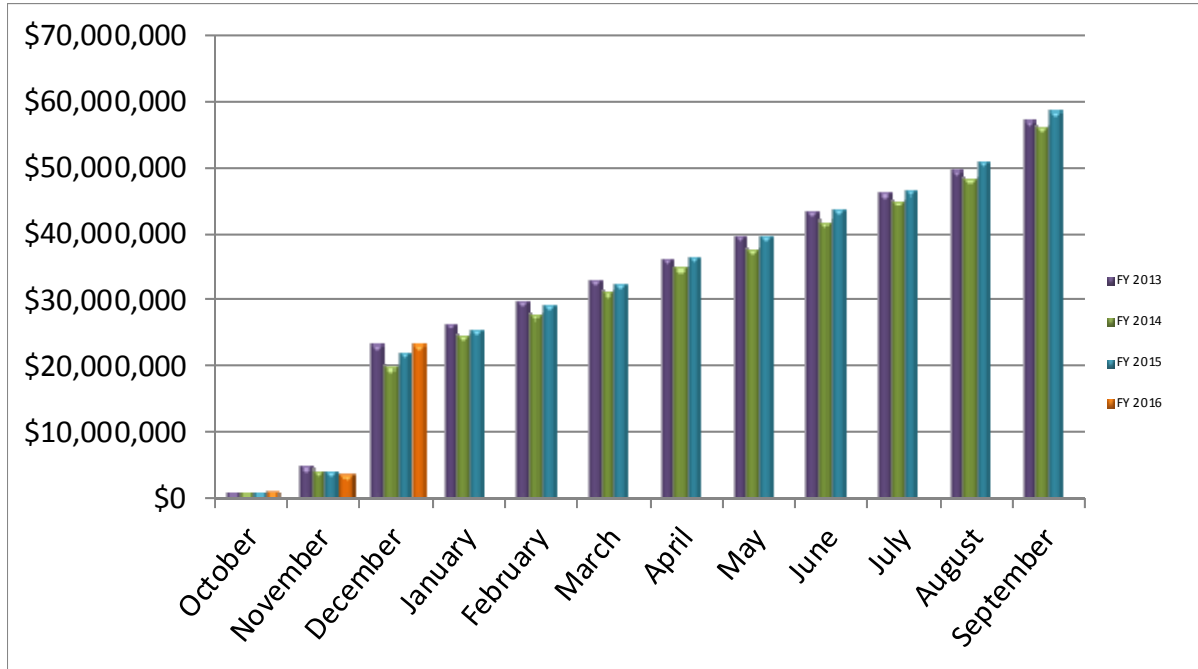
General Fund - Cash & Investments		General Fund - Revenues		General Fund - Expenditures	
12/31/2015	\$ 16,838,464.92	12/31/2015	\$ 23,320,626.84	12/31/2015	\$ 15,725,725.65
12/31/2014	19,049,534.17	12/31/2014	22,177,665.69	12/31/2014	13,411,995.02
Decrease	-11.6% \$ (2,211,069.25)	Decrease	5.2% \$ 1,142,961.15	Decrease	17.3% \$ 2,313,730.63

The General Fund is the City's primary operating fund and is used to account for all resources except those that are required to be accounted for in another fund. The following information depicts the history of the revenues and expenditures for the General Fund from fiscal years 2013 to 2016.

This report contains unaudited information. If you have any questions or comments on the financial reports, please contact Yvonne McDonald, Finance Director or Ruth Chapman, Assistant Finance Director.

General Fund Revenues – At a Glance December 2015

General Fund Revenues-YTD



FY2016 YTD Change in GF Revenues as Compared to Prior Year

	Prior YTD	Current YTD	Percent Change	Annual Budget
Ad Valorem Taxes	\$ 17,949,515	\$ 18,800,305	4.7%	\$ 24,471,077
Local Option Fuel Tax	216,432	227,022	4.9%	3,560,238
Utility Service Taxes	879,647	926,765	5.4%	8,222,000
Communication Service Tax	258,619	258,588	0.0%	2,953,575
Franchise Fees	500,997	454,187	-9.3%	5,390,000
State Shared Revenues (1)	280,878	317,470	13.0%	3,963,798
Half Cent Sales Tax	430,384	455,117	5.7%	5,801,620
Licenses and Permits	477,350	486,168	1.8%	580,520
Grants and Other Entitlements (2)	10,225	12,841	25.6%	246,975
Charges for Services	579,688	609,069	5.1%	2,714,153
Fines and Forfeitures (3)	113,897	80,219	-29.6%	536,200
Interest, Rents & Other Revenues (4)	99,457	177,499	78.5%	447,860
Interfund Transfers & Capital Leases (5)	380,577	515,378	35.4%	2,061,511
Fund Balance	-	-	0.0%	432,532
	\$ 22,177,666	\$ 23,320,627	5.2%	\$ 61,382,059

(1) Increase primarily due to higher year-to-date collection of State Shared Revenues.

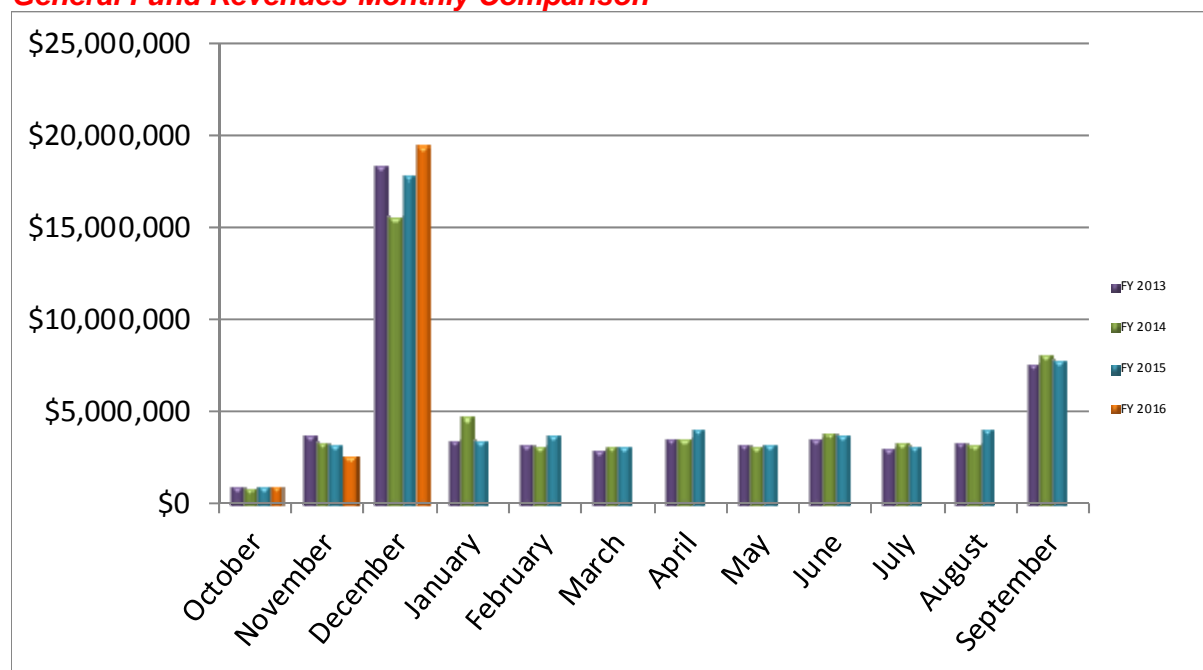
(2) Increase primarily due to higher year-to-date collection of Department of Justice grant.

(3) Decrease primarily due to lower year-to-date collection of Code Compliance Fines.

(4) Increase primarily due to property sale and higher year-to-date collection of property lease revenue.

(5) Increase primarily due to increased budgeted transfer from Employee Benefits Fund in FY16.

General Fund Revenues-Monthly Comparison



Monthly GF Revenues as Compared to Prior Years

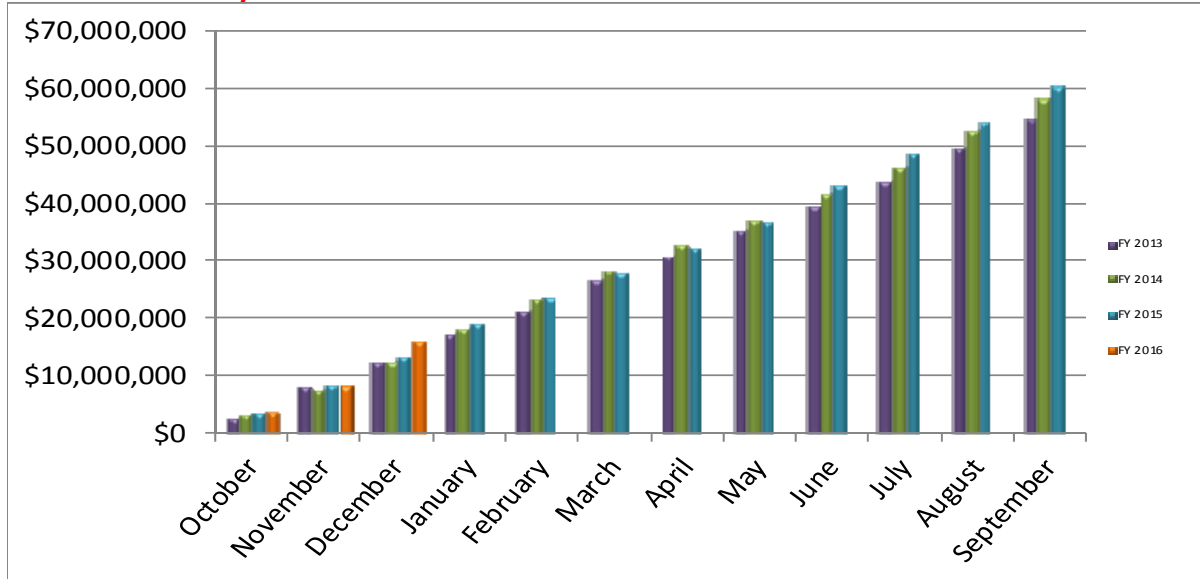
	FY 2013	FY 2014	FY 2015	FY 2016
October	\$ 1,048,437	\$ 911,630	\$ 953,761	\$ 1,012,271
November	3,846,416	3,425,400	3,246,502	2,619,131
December	18,439,244	15,683,359	17,977,402	19,689,226
January	3,531,439	4,802,728	3,458,799	
February	3,279,875	3,200,574	3,782,243	
March	2,917,572	3,208,482	3,203,645	
April	3,616,551	3,651,785	4,103,728	
May	3,276,506	3,198,408	3,278,699	
June	3,611,729	3,880,153	3,830,369	
July	3,046,753	3,363,584	3,170,380	
August	3,393,534	3,262,185	4,168,296	
September	7,579,482	8,115,309	7,868,800	
	\$ 57,587,537	\$ 56,703,597	\$ 59,042,624	\$ 23,320,627

Overall General Fund revenues for the month of December 2015 have increased \$1,711,823 (9.52%) when compared to December 2014.

The major sources of revenues for the General Fund are taxes, franchise fees, intergovernmental revenues, licenses, permits, fines, forfeitures and charges for services. With a recovering economy and most of the City's revenues derived from ad valorem taxes, the revenue budget is essential for existing and critical City services. The City is conservative in budgeting revenues to account for the current economic condition.

General Fund Expenditures – At a Glance December 2015

General Fund Expenditures-YTD



	Prior YTD	Current YTD	Percent Change	Annual Budget
Legislative (1)	\$ 152,407	\$ 190,012	24.7%	\$ 676,674
City Manager (2)	179,031	217,682	21.6%	1,019,423
City Attorney (3)	253,206	528,616	108.8%	622,903
Finance (4)	328,844	381,762	16.1%	1,730,406
Information Technology (5)	614,412	729,135	18.7%	2,407,799
Human Resources (6)	84,951	120,382	41.7%	582,129
Economic Development (7)	-	113,082	0.0%	-
Growth Management	121,674	126,269	3.8%	547,561
Parks and Recreation (8)	850,515	673,041	-20.9%	2,612,590
Facilities (9)	-	508,075	0.0%	2,047,554
Police	4,231,218	4,519,534	6.8%	19,588,392
Fire (10)	2,843,675	3,286,579	15.6%	13,233,577
Public Works (11)	969,415	1,126,919	16.2%	4,940,574
Non-Departmental	1,015,831	923,258	-9.1%	4,138,053
Transfers (12)	1,766,816	2,281,380	29.1%	7,234,424
	\$ 13,411,995	\$ 15,725,726	17.3%	\$ 61,382,059

(1) Increase primarily due to increased year-to-date costs for equipment and for dues and memberships.

(2) Increase primarily due to increased year-to-date costs for consultant services, travel, and memberships.

(3) Increase primarily due to increased year-to-date Other Attorney Cost.

(4) Increase primarily due to absorption of position from Police Dept. and from filling vacancy that existed in early FY15.

(5) Increase primarily due to increased year-to-date costs for salaries/wages, insurance, computers, computer supplies, and air cards.

(6) Increase primarily due to vacancy of H.R. Director position during early FY15.

(7) Increase due to Economic Development Department's first year of existence in FY16. Previously was in City Manager's Office.

(8) Decrease primarily due to Facilities Division transferred to Facilities Department in FY16.

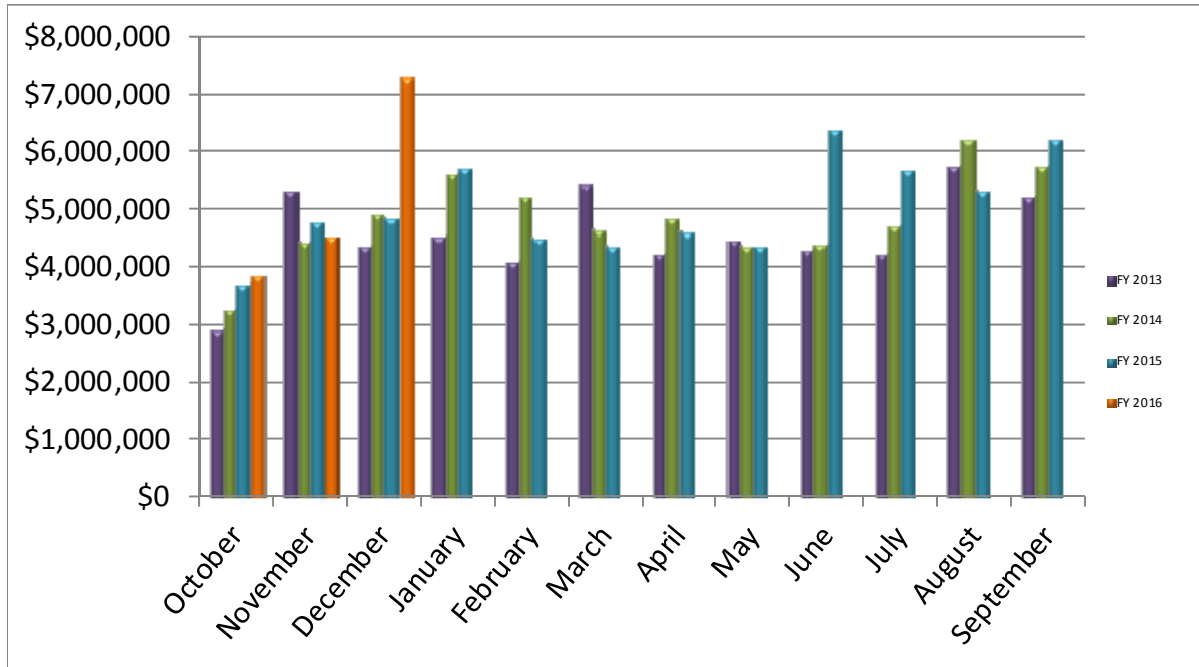
(9) Increase due to Facilities Department's first year of existence in FY16. Previously was in Recreation Department.

(10) Increase primarily due to increased year-to-date costs for salaries/wages and benefits.

(11) Increase primarily due to increased year-to-date costs for Operations & Maintenance, Row Beautification, and Surveying Divisions.

(12) Increase primarily due to increased budgeted transfers to Road Maintenance Fund in FY16.

General Fund Expenditures-Monthly Comparison



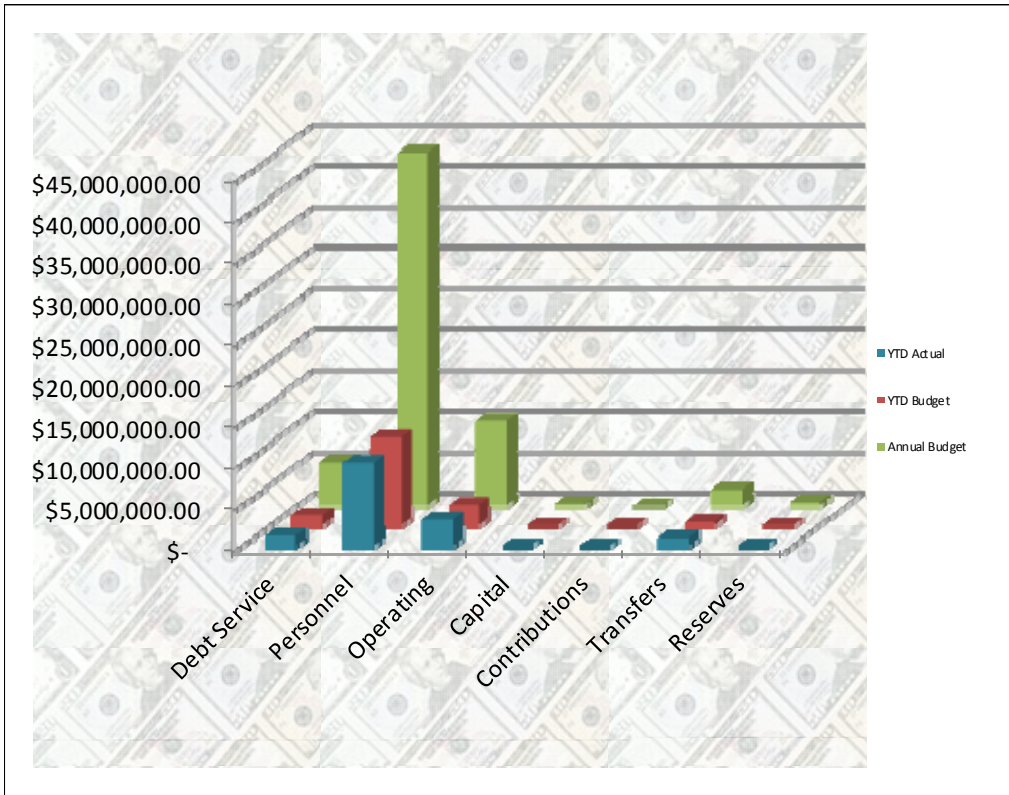
Monthly GF Expenditures as Compared to Prior Years

	FY 2013	FY 2014	FY 2015	FY 2016
October	\$ 2,928,572	\$ 3,279,274	\$ 3,726,416	\$ 3,859,572
November	5,357,915	4,445,312	4,799,117	4,542,401
December	4,385,251	4,931,871	4,886,462	7,323,753
January	4,576,388	5,653,811	5,729,780	
February	4,095,023	5,259,394	4,526,492	
March	5,452,911	4,666,428	4,375,170	
April	4,230,477	4,859,644	4,630,094	
May	4,504,552	4,386,401	4,397,032	
June	4,321,706	4,412,580	6,385,679	
July	4,248,739	4,721,680	5,689,908	
August	5,769,101	6,272,362	5,346,802	
September	5,245,884	5,780,329	6,264,048	
	\$ 55,116,519	\$ 58,669,085	\$ 60,757,000	\$ 15,725,726

December General Fund expenditures were \$2,437,291 (49.88%) more when comparing December 2015 to December 2014. Year-to-date expenditures are \$2,313,731 more.

General Fund Expenditures-Budgetary Comparison by Category

	<u>YTD Actual</u>	<u>YTD Budget</u>	<u>Annual Budget</u>	<u>% Spent</u>
Debt Service	\$ 1,267,736.28	\$ 1,316,456	\$ 5,265,825	24.07%
Personnel	10,189,822.14	10,775,795	43,103,180	23.64%
Operating	3,242,930.86	2,585,419	10,341,675	31.36%
Capital	9,742.56	57,090	228,358	4.27%
Contributions	1,850.00	7,800	31,200	5.93%
Transfers	1,013,643.81	492,150	1,968,599	51.49%
Reserves	-	110,806	443,222	0.00%
Total	\$ 15,725,725.65	\$ 15,345,515	\$ 61,382,059	25.62%



The *total budgeted expenditures* for 2016 are \$61,382,059 (includes encumbrances from prior year and 2016 budget amendments). Of this amount, \$43,103,180, or 70.2%, is related to personnel costs.

General Fund Cash & Investments – At a Glance December 2015

General Fund Cash & Investments-YTD

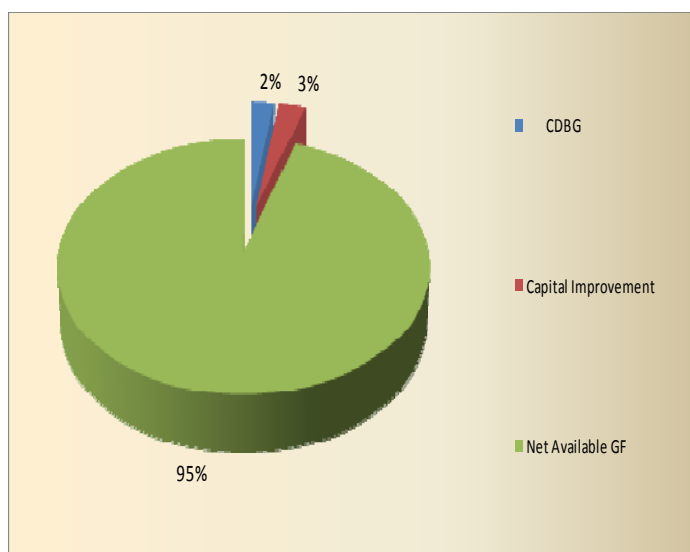


General Fund Unrestricted Cash & Investments

Prior Month Ending Balance	\$ 3,912,967.82
Cash Increase (Decrease)	<u>12,925,497.10</u>
Ending Balance 12/31/15	<u><u>\$ 16,838,464.92</u></u>

General Fund Available Cash & Investments

December 2015 Ending Balance	\$ 16,838,464.92
Cash Advanced to Other Funds:	
CDBG	(395,388.13)
Capital Improvement	<u>\$ (447,208.50)</u>
Total Available Cash & Investments	<u><u>\$ 15,995,868.29</u></u>



General Fund Balance – At a Glance December 2015

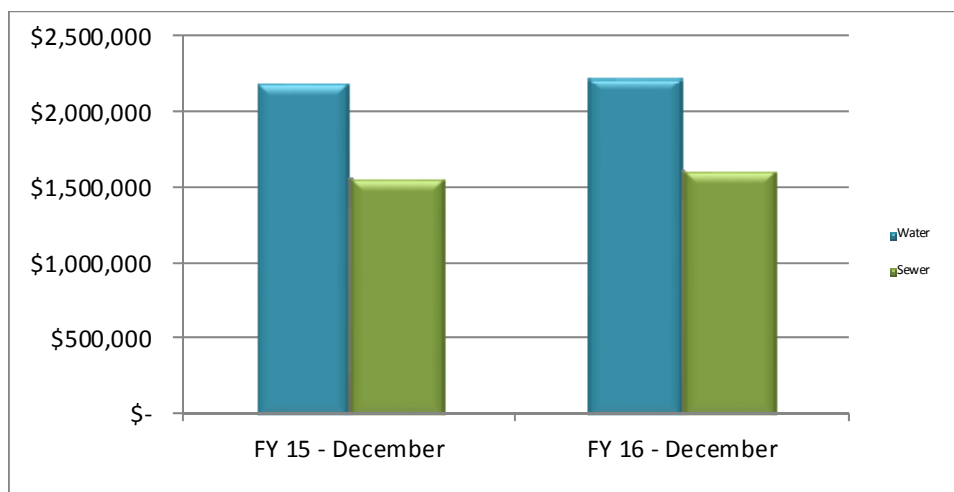
	PRIOR YTD	CURRENT YTD
REVENUES		
Ad Valorem Taxes	\$ 17,949,515	\$ 18,800,305
Local Option Fuel Tax	216,432	227,022
Utility Service Taxes	879,647	926,765
Communication Service Tax	258,619	258,588
Franchise Fees	500,997	454,187
State Shared Revenues	280,878	317,470
Half Cent Sales Tax	430,384	455,117
Licenses and Permits	477,350	486,168
Grants and Other Entitlements	10,225	12,841
Charges for Services	579,688	609,069
Fines and Forfeitures	113,897	80,219
Interest, Rents and Other Revenues	99,457	177,499
Interfund Transfers and Other Sources	380,577	515,378
Total Revenues	22,177,666	23,320,627
EXPENDITURES		
Legislative	152,407	190,012
City Manager	179,031	217,682
City Attorney	253,206	528,616
Finance	328,844	381,762
Information Technology	614,412	729,135
Human Resources	84,951	120,382
Economic Development	-	113,082
Growth Management	121,674	126,269
Parks and Recreation	850,515	673,041
Facilities	-	508,075
Police	4,231,218	4,519,534
Fire	2,843,675	3,286,579
Public Works	969,415	1,126,919
Non-Departmental	1,015,831	923,258
Transfers	1,766,816	2,281,380
Total Expenditures	13,411,995	15,725,726
Excess (Deficiency) of Revenues Over Expenditures	8,765,671	7,594,901
Fund Balance - Beginning	10,040,314	8,325,937
Prior Period Adjustment	-	-
Fund Balance - Beginning as Restated	10,040,314	8,325,937
Fund Balance - Ending	\$ 18,805,985	15,920,838

The minimum General Fund balance, as established by Resolution 2011-34, is ten percent (10%) of the subsequent fiscal year's budgeted expenditures less capital outlay and transfers out as originally adopted by ordinance in September. The following is a history of the City's General Fund balance.

General Fund Balance - History			
	Minimum Required	Actual Fund Balance	Fund Balance Percentage
FY 2015	\$ 5,319,916	\$ 8,325,937	15.65%
FY 2014	5,321,416	10,040,314	18.87%
FY 2013	5,059,293	12,005,802	23.73%
FY 2012	4,941,647	9,534,785	19.29%
FY 2011	5,046,518	6,077,849	12.04%
FY 2010	5,223,284	5,790,912	11.09%

Utilities Revenues – At a Glance December 2015

Water & Sewer Revenues-YTD



Overall year-to-date Water revenue in December 2015 has increased \$46,856 (2.14%) when compared to December 2014.

Overall year-to-date Sewer revenue in December 2015 has increased \$49,411 (3.15%) when compared to December 2014.

Fire Protection for FY16 was billed at 100% of the budgeted amount. The majority of the Fire Protection Service Charges were billed in October 2015 (annual billing).

Meter Installation Fees are recorded at 25% of the budgeted amount. The Utility Lien Costs are recorded at 38% of the budgeted amount.

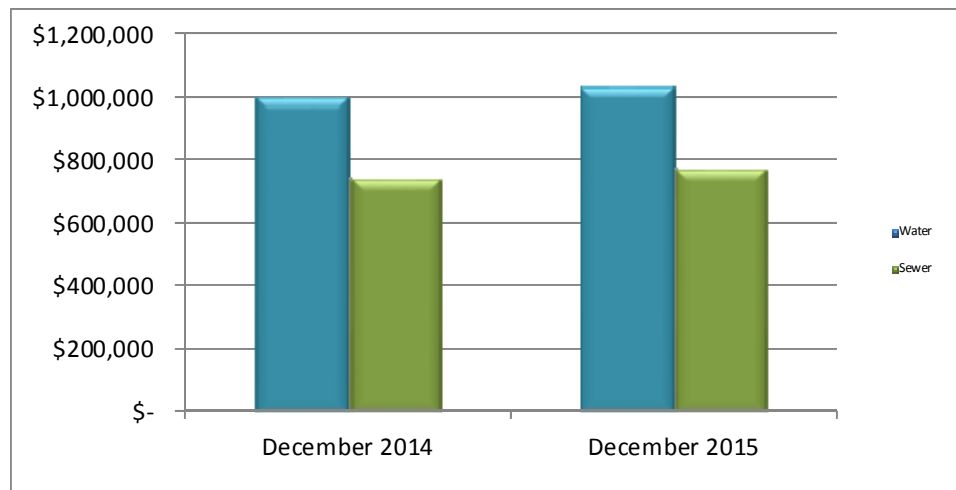
Operating Interest Income is recorded at negative 5% at this time. The interest for Palm Bay Estates Loan (\$22,491.75) will be recorded in June 2016. The interest on the Fleet Services Loan will be recorded in March (\$27,876.61) and September 2016 (\$17,053.38).

Excluding Fund Balance, the total FY16 Operating Revenue is recorded at 17.24% of the budgeted amount compared to FY15 which was at 17.47%.

Water Connection Fees are recorded at 24% of the budgeted amount, and Sewer Connection Fees are recorded at 19% of the budgeted amount.

Water MLEs are recorded at 31% of the budgeted amount, and Sewer MLEs are recorded at 35% of the budgeted amount.

Water & Sewer Revenues-Monthly Comparison



Overall Water revenue for the month of December 2015 has increased by \$38,323 (3.80%) when compared to December 2014.

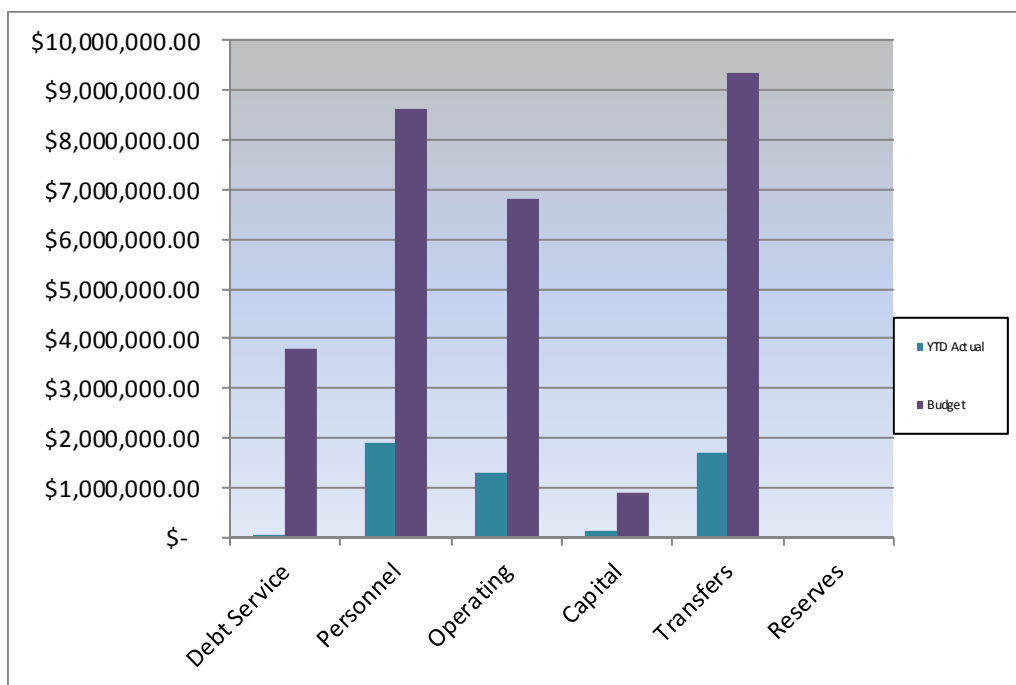
Overall Sewer revenue for the month of December 2015 has increased by \$31,805 (4.25%) when compared to December 2014.

Utilities Expenses – At a Glance December 2015

Water & Sewer Expenditures-YTD

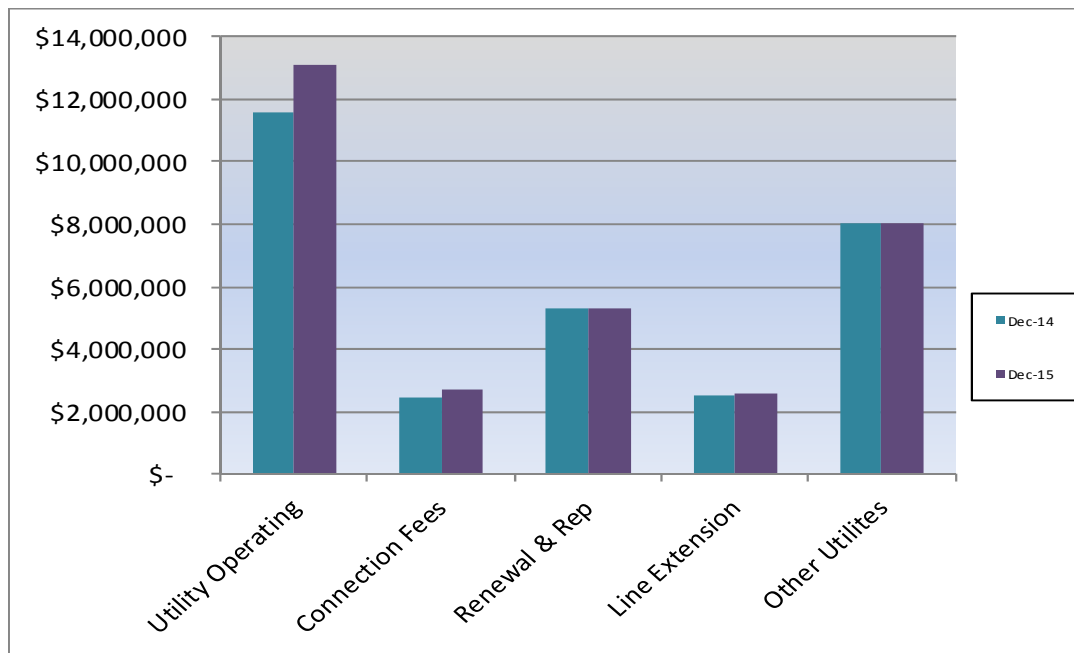
Overall expenditures (excluding encumbrances) are as follows:

	<i>Actual</i>	<i>Budget</i>	<i>% Spent</i>
Debt Service	\$ 464.67	\$ 3,801,039	0.01%
Personnel	1,920,056.76	8,617,000	22.28%
Operating	1,277,883.28	6,813,876	18.75%
Capital	112,330.68	893,886	12.57%
Transfers	1,706,170.77	9,362,982	18.22%
Reserves	-	-	-
Total	\$ 5,016,906.16	\$ 29,488,783	17.01%



Utilities Cash & Investments – At a Glance December 2015

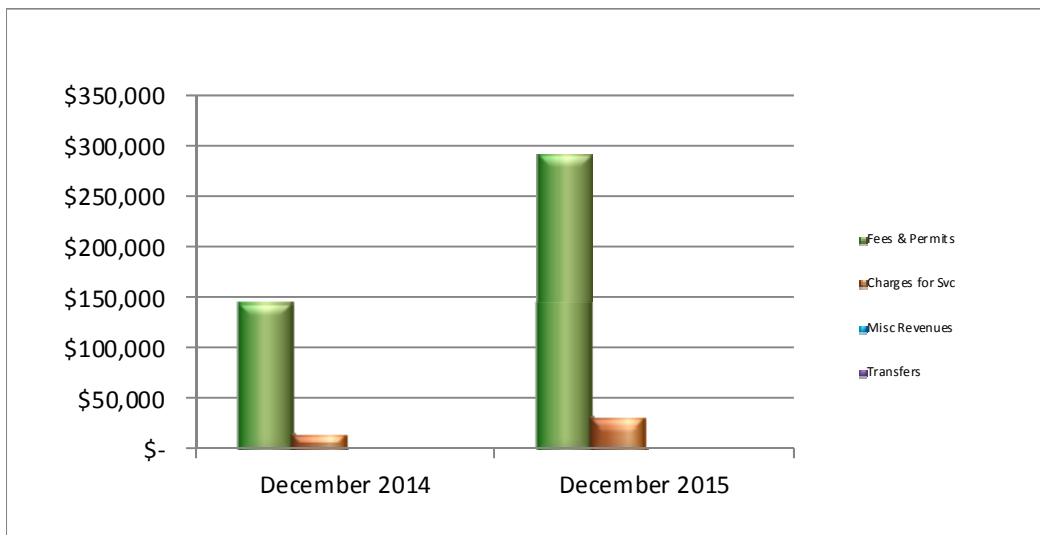
Water & Sewer Cash & Investments-YTD



Overall the Water & Sewer Funds cash and investments were \$1.82 million (6.1%) more as of December 2015 as compared to December 2014.

Building Revenues – At a Glance December 2015

Building Revenues-YTD



Fees and Permits revenue in December 2015 is up \$144,634 (97.36%) from December 2014.

Charges for Services revenue in December 2015 is up \$15,158 (89.78%) from December 2014.

Overall, Building revenues in FY 16 (at December) have increased by \$160,330 (95.12%) when compared to FY 15 (at December).

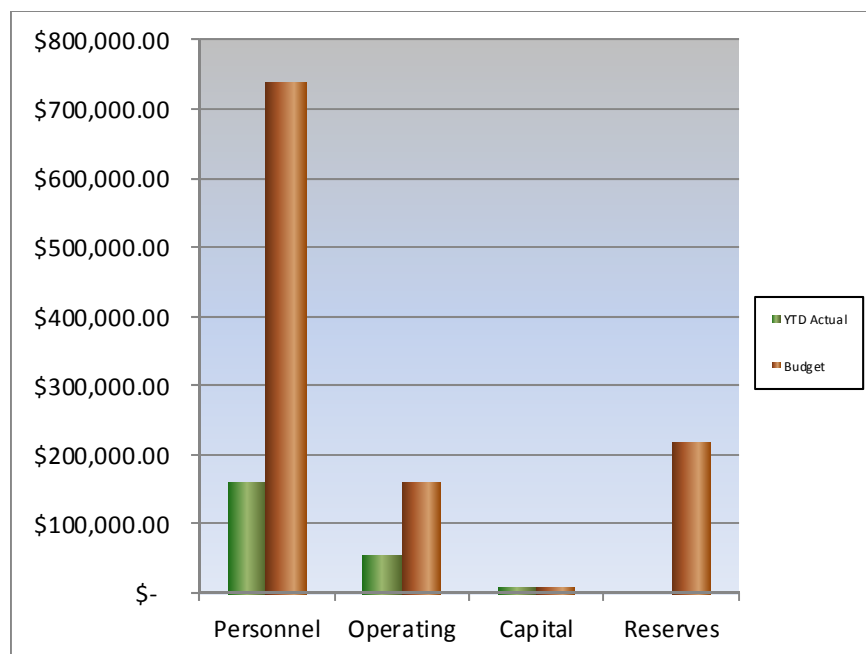
The total FY 16 Building revenues are recorded at 29.2% of the budgeted amount compared to FY 15 which was 15.9%.

Building Expenses – At a Glance December 2015

Building Expenditures-YTD

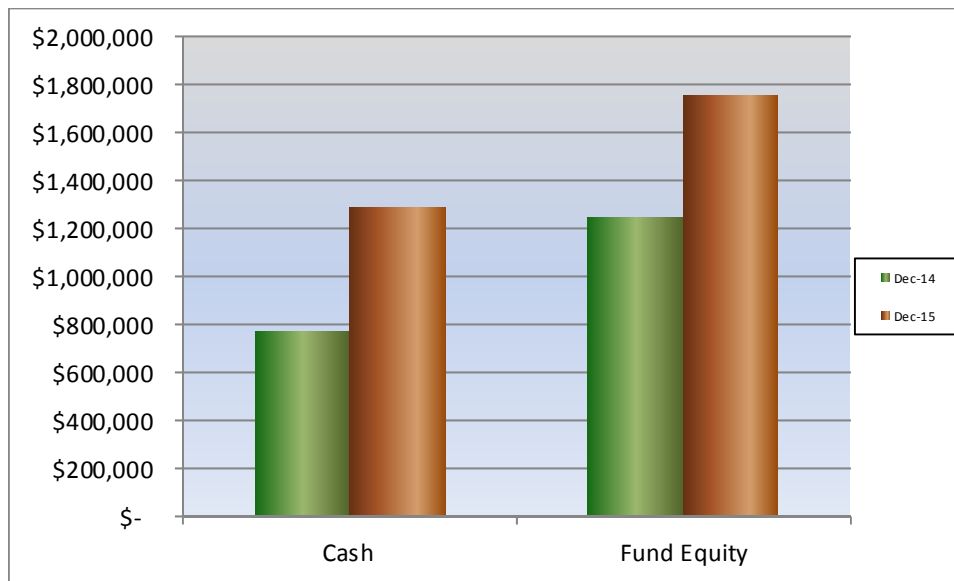
Overall expenditures (excluding encumbrances) are as follows:

	<i>Actual</i>	<i>Budget</i>	<i>% Spent</i>
Personnel	\$ 162,105.26	\$ 739,399	21.92%
Operating	53,627.19	161,941	33.12%
Capital	8,659.66	7,500	115.46%
Reserves	-	219,535	0.00%
Total	\$ 224,392.11	\$ 1,128,375	19.89%



Building Cash & Fund Equity – At a Glance December 2015

Building Cash & Fund Equity-YTD



Overall the Building cash and cash equivalents were \$520,019 (67.6%) more as of December 2015 as compared to December 2014.

Overall the Building fund equity was \$506,160 (40.6%) more as of December 2015 as compared to December 2014.



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Gregg Lynk, City Manager

DATE: February 18, 2016

RE: Acceptance of County Parks

A handwritten signature in blue ink, appearing to read "Gregg Lynk".

On January 26, 2016 the Board of County Commissioners voted 5 to 0 to deed over Palm Bay Regional Park, The Greater Palm Bay Senior Center, and transfer the operational responsibilities of the Palm Bay Aquatic Center. The value of this additional infrastructure is approximately \$20 million. In addition to the infrastructure the County is turning over approximately \$500,000 of equipment to help to maintain and operate those facilities. The first year shortfall in the Budget includes a one-time expenditure totaling \$129,064 for the purchase of equipment and software to provide phone and computer support at all of those Facilities. It would also update the Palm Bay Community Center and the DeGroodt Administration Office to the same software. We are planning on minimizing the Budget shortfalls by increasing Revenues through expanding existing programs, implementing new programs and events. We are also planning on a Capital expansion at Palm Bay Regional Park by adding 150 full service campsites. We are pursuing partnerships in the development of these campsites with both private and public entities. There is a large market for camping, especially with two great fishing destinations within reasonable proximity.

REQUESTING DEPARTMENT:

Parks and Recreation Department

FISCAL IMPACT:

5 year budget is attached.

RECOMMENDATION:

Motion to accept the properties of the Palm Bay Regional Park and The Greater Palm Bay Senior Center, and the operational responsibilities of the Palm Bay Aquatic Center. If approved, resolutions to accept the properties will be presented at the next regular Council meeting.

Attachment: 1) 5 year Budget
2) Board of County Commissioners Agenda Report

Operating Budget

Palm Bay Regional Park, Palm Bay Aquatics Center, Greater Palm Bay Senior Center

	County FY15	City				
		FY16 (9 Mos)	FY17	FY18	FY19	FY20
Revenue		\$ 307,500	\$ 410,000	\$ 430,500	\$ 473,500	\$ 620,000
Salaries	\$ 563,583	\$ 531,824	\$ 709,098	\$ 730,371	\$ 752,282	\$ 774,851
Maint Operations	\$ 219,592	\$ 273,802	\$ 355,000	\$ 355,000	\$ 355,000	\$ 390,000
Recreation Operation	\$ 394,154	\$ 193,875	\$ 258,500	\$ 260,000	\$ 273,000	\$ 300,000
Start Up Cost	\$ -	\$ 129,063.93	\$ -	\$ -	\$ -	\$ -
Total Expenses	\$ 1,177,329	\$ 1,128,564	\$ 1,322,598	\$ 1,345,371	\$ 1,380,282	\$ 1,464,851
Revenues - Expenses		\$ 821,064	\$ 912,598	\$ 914,871	\$ 906,782	\$ 844,851
Contribution from County		\$ 565,015	\$ 753,353	\$ 566,796	\$ 566,796	\$ 566,796
Capital Replacement		\$ -	\$ -	\$ -	\$ 100,000	\$ 100,000
Capital Equipment		\$ -	\$ -	\$ -	\$ 25,000	\$ 25,000
Short Fall		\$ 256,049	\$ 159,245	\$ 348,075	\$ 464,986	\$ 403,055



Meeting Date
1-26-2016

AGENDA	
Section	Unf. Business
Item No.	II A.

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	<p>Resolution, Interlocal Agreement, and County Deeds re: Conveyance of Palm Bay Regional Park and the Greater Palm Bay Senior Center to the City of Palm Bay and Re: Second Amendment to Palm Bay Aquatic Center – Districts 3 & 5</p> <p>Fiscal Impact:</p> <ul style="list-style-type: none">• Year 1 - Payment to City of Palm Bay of \$502,235. Annual savings of \$138,381.• Year 2 - Payment to City of Palm Bay of \$753,353. Annual savings of \$207,576.• Year 3 - Payment to City of Palm Bay of \$566,796. Annual savings of \$394,133.• Year 4 - Payment to City of Palm Bay of \$566,796. Annual savings of \$394,133.• Year 5 - Payment to City of Palm Bay of \$566,796. Annual savings of \$394,133.• No payments are scheduled after the initial five (5) year term of this Interlocal Agreement. <p>Fiscal Impact of \$1,528,356 in direct savings plus additional savings from capital expense avoidance over the five (5) year term of this Interlocal Agreement. Thereafter, an annual savings of \$960,929 in direct costs plus capital expense avoidance will be realized.</p>					
DEPT/OFFICE:	Community Services Group / Parks and Recreation Department					
Requested Action:						
<p>It is requested the Board approve the Resolution, Interlocal Agreement, and Deeds for the conveyance of Palm Bay Regional Park and the Greater Palm Bay Senior Center to the City of Palm Bay; approve the Second Amendment to the Agreement for the Palm Bay Aquatic Center and authorize the Chair to execute such documents. It is further requested the Chair be authorized to execute all budgetary documents needed to effectuate the terms of these agreements.</p>						
Summary Explanation & Background:						
<p>Brevard County staff and City of Palm Bay Parks and Recreation representatives have held numerous meetings to discuss and negotiate contractual language to facilitate a seamless transition, contingent upon both Board and City Council approval, for the conveyance of Palm Bay Regional Park and the Greater Palm Bay Senior Center. Property for the 200 acre Palm Bay Regional Park was conveyed to Brevard County by the City of Palm Bay in 1990. Initially developed through various grant sources, the majority of the current improvements in the Park were constructed through funding from the 2000 and 2006 voter approved Parks Referendums. The Greater Palm Bay Senior Center property (6.11 acres) was acquired by Brevard County in 1972. The Senior Center was constructed in 1989 and is leased to and operated by Greater South Brevard Senior Citizen Center, Inc., a not for profit organization. The City of Palm Bay has indicated that it will continue to lease the Senior Center to the Greater South Brevard Senior Citizen Center, Inc.</p> <p>The Palm Bay Aquatic Center was constructed on the campus of Eastern Florida State College in Palm Bay with a four (4) agency partnership by the College, the City of Palm Bay, the School Board of Brevard County and the Board of County Commissioners. The 2000 voter approved Parks Referendum was the funding source of the County's financial participation. Approval of the Second Amendment removes the Board of County Commissioners from this agreement and will require the execution of the three (3) remaining agencies at their subsequent public meetings for the execution of a new, three (3) agency agreement. Eastern Florida State College is the owner of the Palm Bay Aquatic Center, however; the City of Palm Bay shall assume the County's obligation to operate and maintain the Aquatic Center. This final agreement (second amendment to the Agreement) may be revised by the remaining three (3) agencies but no additional duties and responsibilities shall be assumed by the Board of County Commissioners outside of those herein provided by the agreement.</p>						
Clerk to the Board Instructions:						
Exhibits Attached: Resolution, Interlocal Agreement, Deed, Map						
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 40%;">Contract /Agreement (If attached):</td><td style="width: 10%;">Reviewed by County Attorney</td><td style="width: 10%; text-align: center;">Yes <input type="checkbox"/></td><td style="width: 10%; text-align: center;">No <input checked="" type="checkbox"/></td><td style="width: 10%; text-align: center;">PR <input type="checkbox"/></td></tr></table>		Contract /Agreement (If attached):	Reviewed by County Attorney	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	PR <input type="checkbox"/>
Contract /Agreement (If attached):	Reviewed by County Attorney	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	PR <input type="checkbox"/>		
County Manager	Assistant County Manager, Frank Abbate	Jack Masson, Parks & Recreation Department Director 633-2046; jack.masson@brevardparks.com				
Stockton Whitten, County Manager	Assistant County Manager, Venetta Valdengo 					

AGENDA REPORT

SUBJECT: Resolution, Interlocal Agreement, and County Deeds; Second Amendment to Agreement: Re: Conveyance of Palm Bay Regional Park and the Greater Palm Bay Senior Center to the City of Palm Bay – District 5

There are 18 positions (15 ½ FTE) currently employed by Brevard County at Palm Bay Regional Park and the Palm Bay Aquatic Center. These employees will be given the opportunity to apply and interview for employment with the City of Palm Bay. If any of the employees are not selected or prefer to continue employment with Brevard County, all available measures will be taken to ensure continuation of employment with Brevard County.

In regular session on January 12, 2016, the Board of County Commissioners directed staff to include in the Interlocal Agreement that the City shall provide business plans and the plans should explain how the City shall, at a minimum, provide the same level of service currently provided by the County. Additionally, all equipment and funds paid by the County to the City shall be used solely for the operation and maintenance of Palm Bay Regional Park, Palm Bay Aquatic Center and the Greater Palm Bay Senior Center. Further, the County shall have the right to inspect, audit, and examine all costs and expenses maintained by the City related to the above mentioned facilities. Finally, the City shall provide financial reports to the County, with each payment made to the City over the 5 year period, detailing the expenditures made by the City for the continued operation and maintenance of the facilities aforementioned.

Adoption of this Resolution declares the property is not needed for County purposes at this time and states the desire to enter into an Interlocal Agreement with the City of Palm Bay for the purposes of promoting public welfare, serving the public interest, and serving a public purpose. The Interlocal Agreement provides the terms between the City and County; the City will own the Park and Senior Center to use, operate, maintain, and improve for recreational use and public related activities; use of the park and Senior Center to be available to all residents and visitors with no differential in fees; reverter clause to the County if the City ceases to use the Park and Senior Center for public recreational; use and public related activities.

This request is consistent with our goal of conveying selected County owned parks within municipalities with no loss of service to the residents and visitors. In addition, this action allows the cities to manage parks within their jurisdiction.

Brevard County Code of Ordinances, Chapter 2, Section 2-241 through 2-251, establishes procedures for the sale, leasing and donation of real property. It requires the intent and County Code to be published on the County Internet and Website at least five (5) days prior to a public meeting and also requires a super majority vote by the Board. The posting requirement was successfully completed on January 5, 2016.



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

January 27, 2016

M E M O R A N D U M

TO: Jack Masson, Parks and Recreation Director

RE: Item V.A., Resolution, Interlocal Agreement, and County Deed with City of Palm Bay for Conveyance of Palm Bay Regional Park and Greater Palm Bay Senior Center; and Second Amendment to Agreement for Palm Bay Aquatic Center

The Board of County Commissioners, in regular session on January 26, 2016, adopted Resolution No. 16-006; authorized the Chairman to execute the Interlocal Agreement and County Deed with the City of Palm Bay for the conveyance of the Palm Bay Regional Park and the Greater Palm Bay Senior Center to the City of Palm Bay; approved the Second Amendment to Agreement for the Palm Bay Aquatic Center; and authorized the Chairman to execute all budgetary documents needed to effectuate the terms of the Agreements. Enclosed are fully-executed Resolution, an executed Interlocal Agreement, an executed Deed, and an executed Second Amendment to Agreement for your action.

Upon execution by the City of Palm Bay and Eastern Florida State College, please return fully-executed copies of Resolution, Interlocal Agreement, Deed, and Second Amendment to Agreement for inclusion in the official minutes.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

/ds

Encls. (4)

cc: Asset Management
Contracts Administrations
Finance
Budget

RESOLUTION NO. 2016-006

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, PURSUANT TO SECTION 125.38, FLORIDA STATUTES, AUTHORIZING THE TRANSFER OF REAL PROPERTY INTEREST IN COUNTY PROPERTY TO A MUNICIPAL CORPORATION; PROVIDING FOR CONDITIONS UPON TRANSFER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Brevard County, Florida (hereinafter referred to as "County") is the owner of certain real property commonly referred to as Palm Bay Regional Park and the Greater Palm Bay Senior Center (hereinafter referred to as "Properties"); and

WHEREAS, the County wishes to convey ownership of the Properties to the City of Palm Bay, a municipality incorporated under the Laws of Florida (hereinafter referred to as "City"); and

WHEREAS, the City desires to use, operate, maintain, and improve the Properties to provide public recreational use and public related activities; and

WHEREAS, the County finds that the City's proposed use of the Properties is in the best interest of the County, will serve the public interest, will serve a public purpose and that the Properties are not needed for County purposes.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, that:

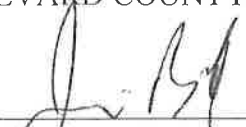
1. The recitals set forth hereinabove are true and correct in all respects and are incorporated herein by reference as if set forth herein verbatim.
2. The County will enter into an Interlocal Agreement, attached and incorporated herein as **Exhibit A**, with the City whereby the County agrees to convey certain Property to the City, subject to specified conditions.
3. The County has determined that the Properties are not needed by the County.
4. The purchase terms and conditions are outlined in the Interlocal Agreement attached herein as **Exhibit A**.
5. This Resolution shall take effect immediately upon its adoption. No obligation to transfer the Property to the City shall arise unless and until the Interlocal Agreement cited in Paragraph 2 is executed by both parties and the conditions of the Interlocal Agreement, relating to the conveyance, have been met.
6. In the event the City fails to comply with the Interlocal Agreement, then title shall revert to the County which shall thereafter have the right to reenter and repossess the property.

DONE, ORDERED AND ADOPTED this 26th day of January, 2016.

ATTEST:

By: 
Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

By: 
Jim Barfield, Chairman
As approved by the Board on January 26, 2016

PREPARED BY AND RETURN TO:
CITY OF PALM BAY
TERESE JONES, CITY CLERK
120 MALABAR ROAD S.E.
PALM BAY, FLORIDA 32907

INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") entered into this 26 day of JANUARY, 2016, by and between BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as the "County," and CITY OF PALM BAY, a municipality incorporated under the Laws of Florida, hereinafter referred to as the "City."

RECITALS:

WHEREAS, the County owns the Greater Palm Bay Senior Center located at 1275 Culver Drive N.E., Palm Bay, Florida 32907 (the "Senior Center"), and the County owns the Palm Bay Regional Park located at 1951 Malabar Road NW, Palm Bay, Florida 32907 (the "Regional Park"). The Senior Center and the Regional Park are hereinafter collectively referred to as the "Property" and are more fully described in **Exhibit "A"** hereto;

WHEREAS, the City desires to obtain ownership and control of the Property and to use, operate, maintain, and improve the Property in order to provide public recreational use and public related activities; and

WHEREAS, the County has, by Resolution, determined that conveyance of the Property to the City will serve the public interest of the citizens of Brevard County; and

WHEREAS, the County has agreed to provide funding to the City, as further described in this Agreement, at an agreed upon level for a term of five (5) years from the Effective Date hereof for the continued operation and maintenance of the Property and the Palm Bay Aquatic Center; and

WHEREAS, the City will provide the same or a better level of service at the Property and Aquatic Center; and

WHEREAS, on or before February 29, 2016, and in accordance with the Payment Schedule as defined in this Agreement, the City shall receive the first payment from the County in the amount of \$502,235.00, which is prorated based on the remaining months of the 2015/2016 County fiscal year; and

WHEREAS, the agreement perpetually assigning to the City the duty to operate, maintain, schedule, and supervise the Palm Bay Aquatic Center is attached and incorporated herein as **Exhibit "B"**; and

WHEREAS, the City has provided to the County a business plan outlining the City's operation and maintenance plans for the Property and Aquatic Center, how such plans are to be enacted, and how the City shall, at a minimum, provide the same level of services at the Property and Aquatic Center as the County is providing, said business plan is incorporated herein by reference;

NOW, THEREFORE, in consideration the covenants herein contained, it is mutually agreed between the County and the City as follows:

1. RECITALS. The recitals set forth hereinabove are true and correct in all respects and are incorporated herein by reference as if set forth herein verbatim.

2. CONVEYANCE OF PROPERTY. The County agrees to convey by County deed the Property described in **Exhibit "A"** to the City for purposes of operating and maintaining public recreational use and public related activities. The conveyance shall be subject to and strictly in accordance with the terms and conditions set forth herein. The County also agrees to convey the equipment described in **Exhibit "C"** for purposes of operating and maintaining public recreational use and public related activities. This equipment shall be conveyed to the City "as is."

3. RESTRICTED USE. The County hereby agrees to convey the Property to the City, as described above, under the following terms conditions:

a. The Property shall be used solely for public recreational use and public related activities. In event the Property is not used or ceases to be used for the stated purposes, then all right, title and interest of the Property shall revert to the County which shall thereafter have the right to reenter and repossess the Property.

b. The City shall operate and maintain the Property for the enjoyment of the residents and visitors of Brevard County. The City agrees to make use of the Property available to all County residents and visitors with no differential in fees.

c. The County deed conveying the County-owned parcels to the City shall contain a restrictive covenant running with the land prohibiting any use other than for public recreational use and public related activities, and associated uses improvements directly related thereto, including the requirement of uniform user fees.

d. For each calendar year that County is paying to City funds to operate and maintain the Property and Aquatic Center, the equipment described in Exhibit "C" shall only be used in the operation and maintenance of the Property and Aquatic Center. In the event that the Property reverts to the County within a calendar year that the County is paying the City for the operation and maintenance of the Property and Aquatic Center, then the City shall cause the equipment described in Exhibit "C" to be reconveyed to the County.

4. ILLEGAL, UNLAWFUL, OR IMPROPER USE. The City shall make no unlawful, improper, immoral or offensive use of the subject Property, nor will the City use the subject Property or allow the use of the Property for any purpose other than herein above set forth. Failure of the City to comply with this provision shall be considered a material default under this Agreement and the Property shall revert back to the County.

5. COUNTY BONDS. The City acknowledges and agrees that the County has issued, and there remains outstanding, certain debt obligations (the "Bonds"), the interest income of which is exempt from federal income tax and the proceeds of which were used to finance certain costs of the Regional Park. The City covenants and agrees to comply with all applicable Internal Revenue Code provisions, Income Tax Regulations and other federal tax policies, procedures and rules with respect to the use and operation of the Regional Park in order to maintain the tax-exempt status of the Bonds. Without limiting the generality of the foregoing, so long as the Bonds are outstanding, the City shall not enter into any lease, management agreement, service contract or other similar instrument with respect to the operations or use of the Regional Park nor will it sell or otherwise transfer any ownership interest in the Regional Park without the prior written consent of the County. To the extent that the Internal Revenue Service or other federal agency audits or examines the Bonds, the City shall indemnify the County for all fees, costs and expenses the County may incur with respect to such audit, including but not limited to, staff time and attorneys' fees and costs. If as a result of an audit or examination of the Bonds, it is determined that the interest income from the Bonds is subject to federal income tax or if a settlement is entered into with respect to any audit of the Bonds, the City will be responsible for all amounts due and payable with respect thereto, including but not limited to, taxes, additional interest cost, penalties and any other costs required to be paid in connection therewith.

6. CONSIDERATION. For consideration of the conveyance of the Property, the City hereby agrees to pay to the County the amount of Ten Dollars (\$10.00). The check shall be made payable to the Board of County Commissioners and mailed to Brevard County Parks & Recreation Department, 2725 Judge Fran Jamieson Way, Viera, FL 32940.

7. ASSUMPTION OF ONGOING MAINTENANCE AND OPERATIONS. In consideration of the City's agreement to maintain and operate the Senior Center, Regional Park, and Palm Bay Aquatic Center, the County shall pay to the City the gross amount of \$2,955,976.00 in accordance with the following payment schedule (the "Payment Schedule"):

On or before February 29, 2016, the City shall receive payment from the County in the amount of \$502,235.00.

On or before October 31, 2016, the City shall receive payment from the County in the amount of \$313,897.00.

On or before March 31, 2017, the City shall receive payment from the County in the amount of \$439,456.00.

On or before October 31, 2017, the City shall receive payment from the County in the amount of \$236,165.00.

On or before March 31, 2018, the City shall receive payment from the County in the amount of \$330,631.00.

On or before October 31, 2018, the City shall receive payment from the

County in the amount of \$236,165.00.

On or before March 31, 2019, the City shall receive payment from the County in the amount of \$330,631.00.

On or before October 31, 2019, the City shall receive payment from the County in the amount of \$236,165.00.

On or before March 31, 2020, the City shall receive payment from the County in the amount of \$330,631.00.

8. **USE OF FUNDS.** As provided for herein, all funds paid by the County to the City to maintain and operate the Senior Center, Regional Park, and Palm Bay Aquatic Center shall be used solely for the operation and maintenance of said facilities.

9. **RIGHT OF ENTRY BY COUNTY.** The County or its agents may, at any reasonable time, enter onto the subject Property for the purpose of inspection of same or for performing such other duties as are required by the terms of this Agreement, or the rules, regulations, ordinances or laws of any governmental body. The right to enter onto the Property confers to the County the right to enter any premises on the Property for the purposes of inspection under this section. The County agrees to be responsible for the installation of replacement HVAC system components, as recommended by Brevard County's consultants, and has the right to enter the Senior Center to perform such work. The County shall coordinate any required work with the City. Once installation is complete, the City assumes all liability and maintenance of the system.

10. **CLOSING COSTS.** The Parties agree to exchange a properly executed county deed, in substantially the same form as the document attached as **Exhibit "D"**, within ten (10) days of the approval by their respective governing bodies of this Agreement. The cost of recording the county deed any other normal customary closing costs shall be paid by City.

11. **DEFAULT.** The City understands and agrees that this Agreement is made upon the express condition that should the City abandon or vacate the subject Property or fail and neglect to perform or observe any of the applicable covenants contained herein, this Agreement shall, at the option of the County, become null and void upon fifteen (15) days' written notice to the City, and the Property shall revert back to County.

12. **ATTORNEYS' FEES.** In the event of any legal action to enforce the terms of this Agreement, each party shall bear its own attorney's fees and costs.

13. **GOVERNING LAW.** This Agreement shall be deemed to have been executed and entered into within the State of Florida and this Agreement, and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida.

14. VENUE. Venue for any legal action brought by any party to this Agreement to interpret, construe or enforce Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be non-jury.

15. MODIFICATION. No modification of this Agreement shall be binding on the County or the City unless reduced to writing and signed by a duly authorized representative of County and the City.

16. ENTIRETY CLAUSE. This Agreement embodies entire Agreement and understanding between the parties hereto and there are no other agreements or understandings, oral or written, with reference to the subject matter hereof that are not merged herein.

17. SEVERABILITY. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

18. AUDIT.

a. The County shall have the right to inspect, audit, examine and copy, or to engage an independent certified public accounting firm, at any time, and from time to time, during normal business hours, all files, books, records, costs and expenses maintained by the City related to Property and the Aquatic Center. The City shall cooperate with the County and/or its independent certified public accountant in their performance of the audit.

b. For each calendar year that the County is paying to the City funds to operate and maintain the Property and Aquatic Center, the City shall provide financial reports to the County detailing the expenditure of the funds which have been provided by the County to the City for the continued operation and maintenance of the Property and Aquatic Center, said financial reports are herein after referred to individually as a, "Financial Report". A Financial Report shall be delivered to the County no later than the thirtieth (30th) day after each payment of funds to the City.

19. NOTICE. Notice under this Agreement shall be given to the County by mailing written notice, postage prepaid, to the Brevard County Office of the County Manager, 2725 Judge Fran Jamieson Way, Viera, Florida 32940, and notice shall be given to the City by mailing written notice, postage prepaid to the Office of the City Manager, City of Palm Bay, 120 Malabar Road S.E., Palm Bay, Florida 32907.

20. EFFECTIVE DATE. As used herein, the term "Effective Date" shall mean the date on which the last of parties hereto executes this Agreement and when it is recorded in Public Records of Brevard County, Florida, as required by Section 163.01(11), Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals
on the day and year first above written:

ATTEST:


SCOTT ELLIS, CLERK

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

By: 
Jim Barfield, Chair

As approved by the Board on JAN. 26, 2016

Reviewed for legal form and content:

CITY ATTORNEY

ATTEST:

CITY OF PALM BAY, FLORIDA, a
Florida municipal corporation

Terese Jones, City Clerk

By: _____
William Capote, Mayor

As approved by the Council on _____, 2016

Reviewed for legal form and content:


ASSISTANT COUNTY ATTY



Operations Plan

**Palm Bay Regional Park
Palm Bay Aquatics Center
Greater Palm Bay Senior Center**

January 2016



Operations Plan

Palm Bay Regional Park, Palm Bay Aquatics Center, Greater Palm Bay Senior Center

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Summary and Background for Operations Plan

Brevard County staff and City of Palm Bay Parks and Recreation representatives held numerous meetings to discuss and negotiate contractual language to facilitate a seamless transition, contingent upon both The Brevard County Board of County Commissioners and City Council approval, for the conveyance of Palm Bay Regional Park and the Greater Palm Bay Senior Center. Property for the 200 acre Palm Bay Regional Park was conveyed to Brevard County by the City of Palm Bay in 1990. Initially developed through various grant sources, the majority of the current improvements in the Park were constructed through funding from the 2000 and 2006 voter approved Parks Referendums.

The Greater Palm Bay Senior Center property (6.11 acres) was acquired by Brevard County in 1972. The Senior Center was constructed in 1989 and is leased to and operated by Greater South Brevard Senior Citizen Center, Inc., a not for profit organization. The City of Palm Bay has indicated that it will continue to lease the Senior Center to the Greater South Brevard Senior Citizen Center, Inc.

The Palm Bay Aquatic Center was constructed on the campus of Eastern Florida State College in Palm Bay with a four (4) agency partnership by the College, the City of Palm Bay, the School Board of Brevard County and the Board of County Commissioners. The 2000 voter approved Parks Referendum was the funding source of the County's financial participation. Approval of the Second Amendment removes the Board of County Commissioners from this agreement and will require the execution of the three (3) remaining agencies at their subsequent public meetings for the execution of a new, three (3) agency agreement. Eastern Florida State College is the owner of the Palm Bay Aquatic Center, however; the City of Palm Bay shall assume the County's obligation to operate and maintain the Aquatic Center. This final agreement (second amendment to the Agreement) may be revised by the remaining three (3) agencies but no additional duties and responsibilities shall be assumed by the Board of County Commissioners outside of those herein provided by the agreement.

The following information is provided for the City of Palm Bay Parks and Recreation Department, and includes evidence to the ability of the City / Department to operate said facilities through experience and fiscal responsibility.

Executive Summary

Mission

It is our mission "To provide parks and recreation facilities which provide places for the residents of the community to learn, play, and to preserve the natural resources and beauty of the City of Palm Bay".

Department Information

With 46 employees, Palm Bay Parks and Recreation is a Nationally Accredited Parks Department in a field of over 5000 agencies.

The Parks and Recreation Department is responsible for organizing and running civic and cultural events throughout the year, including: Palm Bay Play Day, Food Truck Wars, Palm Bay Independence Day Celebration, Fall Fest and The Health First Palm Bay Hospital Holiday Light Parade to name a few.

The Palm Bay Community Center offers a range of classes for all age groups and fitness levels. In addition to classes, the Recreation staff hosts tournaments and cultural events, and runs a series of monthly activities including: Movies in the Park, Concert in the Park and Skate Jam.

The focus of the Parks & Recreation Department is to provide City residents with positive recreational experiences.

The City of Palm Bay is named a 2015 Playful City USA by the Kaboom! Foundation. This is the ninth year in a row that Palm Bay has been recognized for its commitment to playability for all children.

Growth Highlights

Over the past year, the Parks and Recreation Department has increased our number of athletic fields, adult baseball participants, special events, youth sports participation and more importantly than anything is that STAFF MORALE has increased dramatically!!!!!!

Services

The City of Palm Bay's Parks and Recreation Department's Core Services include:

- Delivering exceptional customer service internally and externally.
- Broadening and strengthening organizational efficiency and process.
- Providing a diverse offering of high quality leisure services and opportunities for all residents that promote a sense of community.
- Strengthening the Department's competencies in the fields of parks, recreation and facilities.
- Improving existing facility operations and maintenance to meet changing city needs while promoting good stewardship.
- Ensuring Palm Bay Parks and Trails improve the quality of life while leaving a legacy for future generations.
- Providing passive recreation and environmental educational opportunities and experiences for residents and visitors.
- Providing signature special events and amenities that promote tourism and establishes Palm Bay as a destination City.

Summary of Future Plans

There are 18 staff members (15 ½ FTE) currently employed by Brevard County at Palm Bay Regional Park and the Palm Bay Aquatic Center. These employees will be given the opportunity to apply and interview for employment with the City of Palm Bay.

Adoption of this Resolution declares the property is not needed for County purposes at this time and states the desire to enter into an Interlocal Agreement with the City of Palm Bay for the purposes of promoting public welfare, serving the public interest, and serving a public purpose. The Interlocal Agreement provides the terms between the City and County; the City will own the Park and Senior Center to use, operate, maintain, and improve for recreational use and public related activities; use of the park and Senior Center to be available to all residents and visitors with no differential in fees; reverter clause to the County if the City ceases to use the Park and Senior Center for public recreational; use and public related activities.

This request is consistent with the County's goal of conveying selected County owned parks within municipalities with no loss of service to the residents and visitors. In addition, this action allows the City to manage parks within their jurisdiction.

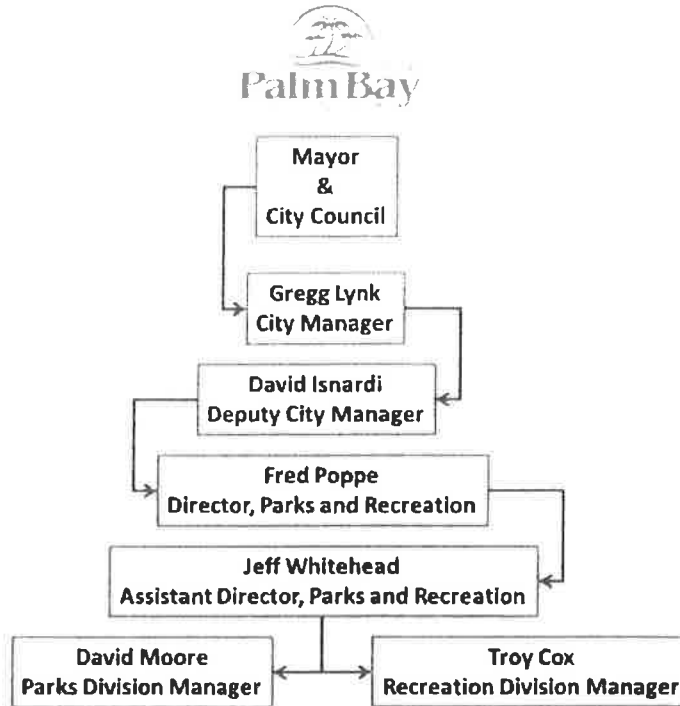
Market Analysis

Our Target Market

Our target market varies in Parks and Recreation and is based largely upon the activity or event being hosted. As our target market varies, so does its size. Our target market could vary from a few hundred households in neighborhoods surrounding an event to the entire City, County, Region or up to tens of thousands nationwide. Distinguishing characteristics of the target market will vary as well. The nature of the various activities and events sets the tone for the theme or character of the targeted market.

Organization & Management

Organizational Structure



Key Employee Information Summary

Fred Poppe, Director Parks and Recreation – Mr. Poppe possesses over 40 years of Parks and Recreation experience. He served as Assistant Parks and Recreation Director for The City of Palm Bay for over 31 years. Mr. Poppe worked for Brevard County Parks and Recreation Department as Recreation Superintendent for 9 ½ years, and returned to the City of Palm Bay in May of 2015 to serve as the Director of The Parks and Recreation Department. He possesses thorough knowledge of Municipal Budgeting, Park Planning, Marketing and Recreational Programming, Park Maintenance, Grant Writing, Facility Maintenance, Construction Management and Personnel Management. Strong attributes include being well connected to the Palm Bay community and possessing a wide resource base.

Jeff Whitehead, Assistant Director Parks and Recreation – Mr. Whitehead possesses over 25 years of Parks and Recreation experience. He served as Parks Supervisor for the City of Palm Bay from May 1990 to September 2000. From September 2000 to June 2015, Mr. Whitehead served in various capacities for Brevard County Parks and Recreation including South Area Parks Operations Manager, Golf Operations Manager, Maintenance Superintendent and Parks Supervisor III. He returned to City of Palm Bay in June of 2015 to serve as the Assistant Director of Parks and Recreation. Mr.

Whitehead played a role in the 2 Parks referendums passing (2000 & 2006) and was a key staff member in the construction of the facilities after voter approval.

Dave Moore, Parks Division Manager – Mr. Moore possesses over 13 years of Parks and Recreation experience. He served as Maintenance Superintendent for Brevard County Parks and Recreation Department from August 2002 to July 2015. His responsibilities included managing the maintenance of over 1,400 acres of developed park land, 400,000 sq. ft. of buildings, and 400 acres of athletic fields. Mr. Moore developed and administered a \$5 million annual maintenance and operating budget. He played a key role in recruitment of new personnel, training of supervisors/staff, evaluations, safety program implementation, and enforcement of policies and procedures established by Brevard County.

Troy Cox, Recreation Division Manager – Mr. Cox possesses over 41 years of Parks and Recreation experience. He is certified by the National Recreation and Parks Association and the Florida Recreation and Parks Association as a Recreation & Parks Professional. Mr. Cox is a graduate of FRPA 2012 Emerging Leadership Institute Program. He possesses strong organizational skills, public relations and marketing skills. He is well versed in developing/managing creative Recreational Programs and Special Events. Mr. Cox was a Certified National Youth Sports Coaches Association Clinician and Instructor from 1980-1999 and is the Founder and Director of the Florida Space Coast Baseball League from 1980 to present.

Funding Request

In consideration of the City's agreement to maintain and operate the Senior Center, Regional Park, and Palm Bay Aquatic Center, the County shall pay to the City the gross amount of \$2,955,976.00 in accordance with the following payment schedule (the "Payment Schedule"):

- On or before February 29, 2016, the City shall receive payment from the County in the amount of \$502,235.00.
- On or before October 31, 2016, the City shall receive payment from the County in the amount of \$313,897.00.
- On or before March 31, 2017, the City shall receive payment from the County in the amount of \$439,456.00.
- On or before October 31, 2017, the City shall receive payment from the County in the amount of \$236,165.00.
- On or before March 31, 2018, the City shall receive payment from the County in the amount of \$330,631.00.
- On or before October 31, 2018, the City shall receive payment from the County in the amount of \$236,165.00.
- On or before March 31, 2019, the City shall receive payment from the County in the amount of \$330,631.00.

- On or before October 31, 2019, the City shall receive payment from the County in the amount of \$236,165.00.
- On or before March 31, 2020, the City shall receive payment from the County in the amount of \$330,631.00.

Financial Projections

All funds paid by the County to the City to maintain and operate the Senior Center, Regional Park, and Palm Bay Aquatic Center shall be used solely for the operation and maintenance of said facilities.

For each calendar year that the County is paying to the City, the City shall provide Financial Reports to the County detailing the expenditure of the funds which have been provided by the County to the City for the continued operation and maintenance of the Property and Aquatic Center. Financial Reports shall be delivered to the County no later than the thirtieth (30th) day after each payment of funds to the City.

All equipment conveyed by the County to the City to maintain and operate the Senior Center, Regional Park, and Palm Bay Aquatic Center shall be used solely for the operation and maintenance of said facilities.

Historical Financial Data

Brevard County Parks and Recreation has indicated that the generated revenues for the 3 facilities in 2013/2014 was \$410,607.00

Prospective Financial Data

Brevard County submitted a total of \$1,371,535.00 as operating expenses for the 3 facilities and \$410,607.00 as revenue for the same 3 facilities leaving a \$960,928.00 difference. This difference in operating expenses will be eliminated by the funds received from Brevard County and the increase in the level of service via more classes/programs, athletic tournaments, sponsorships/partnerships, and Special Events. The City of Palm Bay has hired a Special Events Coordinator to ensure more special events are scheduled and taking place in Palm Bay. In support of acquiring the 3 facilities and all the plans for generating more revenue and expanding services in the City of Palm Bay, Palm Bay City Council on January 19, 2016, approved allocating necessary funds to ensure the 3 facilities continue to operate accordingly.



Operations Plan

Palm Bay Regional Park, Palm Bay Aquatics Center, Greater Palm Bay Senior Center

Appendix A **(Key Staff Resumes)**

Fred Poppe

40+ Years Parks and Recreation Experience

City of Palm Bay

Assistant Director of Parks and Recreation

Acting Director on 3 Occasions

July 1974 – September 2005

Brevard County

Recreation Superintendent – South Area

December 2005 – May 2015

City of Palm Bay

Director of Parks and Recreation

May 2015 – Present

Thorough Knowledge in the Following Areas

Municipal Budgeting

Park Planning

Marketing and Recreational Programming

Park Maintenance

Facility Maintenance

Grant Writing

Construction Management

Personnel Management

Attributes

Well connected in the Community

Wide Resource Base

JEFF WHITEHEAD

553 Sioux Ave. * Melbourne, 32935 * (321.369.8633)

Jeff.Whitehead@palmbayflorida.com

EXECUTIVE SUMMARY

Commitment / Leadership / Integrity

A proven visionary and strategic leader that translates business strategies into successful programs and projects with the best interest of the public, internal customers, employees and management. An expert in enhancing TEAMWORK; developing recreational programs and preventive maintenance procedures; improving customer's experiences through outstanding customer service; and managing a budget. Dedicated to providing the best customer service to all internal and external customers by finding a way to achieve the desired results.

AREAS OF EXPERTISE

- Budget Preparation/Management
 - Operations Management
 - Communication (Verbal, Written and Listening)
 - Park Design
 - Athletic Field Design, Construction and Maintenance
-

PROFESSIONAL EXPERIENCE

City of Palm Bay, FL / Parks and Recreation

Parks Supervisor (1990-2000)

- Led senior management and subordinates to a higher level of customer service and partnership involvement, standardization of management practices and project governance
- Managed hundreds of acres of park property, staff, budget, purchasing responsibilities, enforcement of rules, policies and procedures, and park design.
- Developed strategies to improve maintenance techniques and improve efficiency.

ACHIEVEMENTS:

- Substantially reduced operating expenses through bulk buying and consolidation of materials while drastically improving performance and customer service.
- Obtained certification 3 times as a National Playground Safety Inspector.
- Hosted local, County, Regional, and State baseball tournaments based on consistent and exceptional playing conditions and customer service.
- Never overspent operating budget in my 10 years as Parks Supervisor as the level of service increased throughout our operations.
- Launched the first successful volunteer program for our maintenance operations.

Brevard County Board of County Commissioners / Parks and Recreation Dept.

Parks Maintenance Superintendent (2000-2004)

- Managed a \$14 million maintenance budget which included 170 employees without ever overspending.
- Implemented a TEAM approach to the vast responsibilities of a large Parks and Recreation Dept.
- Assisted in the development of a Parks Referendum that addressed the various recreational needs of a highly diversified county.
- Structured job descriptions to create initiative and offer all employees the opportunity for advancement.

- Launched a playground safety training program that educated all supervisors and staff the importance of being thorough and focused when inspecting playgrounds.

ACHIEVEMENTS:

- Established and maintained great rapport and working relationships with all 5 County Commissioners, the County Manager, The Sheriff, Fire Chief, and numerous Department Directors. This allowed me to drastically expand my resources and accomplish tasks that were out of the ordinary.
- Named Employee of the Month 15 times in 4 years.
- Recertified as a National Playground safety Inspector.
- Never overspent approved operating budget.

Parks Operations Manager (2004-2008)

- Managed a \$21 million budget and over 300 employees while never overspending the budget and improving efficiency.
- Worked closely with FEMA following the 2004 hurricanes.
- Hosted numerous meetings of Referendum Committees to ensure proper procedures were established and adhered to.
- Prepared regular agendas for the Board of County Commissioners related to operations.
- Worked with all regulatory agencies to ensure compliance was achieved and maintained.
- Established our overall operations as the standard for the various divisions of Brevard County Parks and Recreation Department.

ACHIEVEMENTS:

- Construction of numerous parks which included boat ramps, athletic fields, Community Centers, tennis courts, basketball courts, playgrounds, hiking/biking trails, swimming pool, amphitheater, Equestrian Center, Senior Center, observation decks, mitigation of wetlands and much more.

- Trusted by all County Commissioners, upper management, superiors, and staff to make the best decision with Brevard County's best interest as the top priority.
- 4 years of successful youth camps, holiday camps, youth leagues, adult leagues and special events.

Golf Operations Manager (2008-2010)

- Performed all marketing and promotions for 3 County golf courses.
- Implemented new policies and procedures that enhanced operations.
- Established new standards related to the way outside contractors maintained the 3 golf courses.
- Negotiated new contracts with the maintenance vendor and golf cart supplier that were beneficial to Brevard County.
- Held the 3 Golf Course Managers to higher standards than previously expected.

Parks Supervisor III (2010-2015)

- Responsible for all aspects of operation for the largest land usage (400 acres) in Brevard County.

ACHIEVEMENTS:

- Hosted the Brevard County Fair, Runaway Country Music Festival, Cole Brothers Circus, Vietnam Veterans Reunion, Strawberry Festival, India Festival, and many other large company functions.
- Established a TEAM approach with maintenance staff and Park Rangers to enhance our communications and productivity.
- Improved the overall condition of the park by prioritizing the needs identified by staff and customers.
- Spearheaded the installation of sewer lines to our campground facility which increased our service of 88 sites with water and electric to 134 full hook-up sites.

City of Palm Bay, FL / Parks and Recreation

Assistant Parks and Recreation Director (2015-present)

- Established a TEAM approach to all aspects of operations.
 - Assisted in preparation of land acquisition from Brevard County.
 - Identified expectations of athletic field maintenance, playgrounds and restrooms.
 - Established positive morale which increased productivity, initiative and passion for our industry!!!
-

PROFESSIONAL ORGANIZATIONS AND AFFILIATIONS

National Recreation and Parks Association (over 22 years)

Florida Recreation and Parks Association (over 22 years)

PGA of America (2.5 years)

National Playground Safety Institute (15 years)

Little League of America (over 22 years)

United Way (19 years)

National Golf Foundation (2.5 years)

EDUCATION

Associate of Arts Degree – Valencia Community College, Orlando, FL

Bachelor of Science in Public Administration – Warner Southern College, Lake

Wales, FL

HOBBIES

Golf

Fishing

Camping

Little League Baseball

High School Baseball

Archery

SUMMARY

I am a 25 year veteran of Parks and Recreation in Brevard County. I have obtained a vast amount of knowledge pertaining to government guidelines and operating procedures. My dedication to the field of Parks and Recreation is extraordinary and I have established a strong reputation as being a leader who is very approachable. I do not compromise in customer service, TEAMWORK, quality of the job at hand or my work ethics. I welcome the opportunity to discuss future employment possibilities within your company/organization. Thank you!

David L. Moore

1776 Sophias Drive Unit 303, Melbourne, Florida 32940
E-mail: guardian4@live.com Phone: (321)368-2539

Experience **Brevard County Parks and Recreation.** August 2002 -
Melbourne, Florida Present
Maintenance Superintendent

- Dedicated and proven leader of Brevard County's largest parks operations area.
- Responsible for planning, directing and managing maintenance operations of 1400 acres of developed parks, 400 thousand square feet of buildings and 400 acres of athletic fields.
- Development and administration of 5 million dollar annual maintenance and operations budget.
- Recruitment, training, supervision, evaluation, development and discipline of 65 personnel in accordance with negotiated agreements and county policy and procedures.

United States Coast Guard, Cape March 1981 - August
Canaveral, Florida 2002
Engineering Officer, Machinery Technician

- Responsible for oversight of all engineering personnel, operations and equipment including HVAC, emergency generators, electrical systems and engine systems.
- Implemented computerized inventory and preventative maintenance programs of C.G. Station Port Canaveral vessels, buildings, pier equipment and machinery.
- Post 911 implementation of security measures and operational restructuring.

Education **OSHA Level II, Brevard County, Florida** - July 2013
Hazardous Materials Operation

Department of Environmental Protection, Brevard - October
County, FL. 2006
Storm Water Management Inspector

Employee Development Program, Brevard County, Florida 2002 - 2004
Management Certification

EPA/OSHA/CDC, Brevard County, Florida - September 2005
Mold Assessment and Remediation in Buildings

U.S.C.G. Leadership Development Center, New London, Ct. December 1998
Leadership and Management

Transportation Safety Institute, Oklahoma City, Ok. May 1997
Transportation of Hazardous Materials

U.S.C.G. Training Center, Yorktown, Va.

- August 2000 Computerized Inventory and Maintenance
- June 1997 Engineering Administration
- January 1993 Hydraulic Systems and Equipment
- March 1987 Federal Law Enforcement Officer Certification

North Fulton High School, Atlanta, Ga. 1981
High School Graduate

Skills

- Received Commandant's Letter of Commendation upon retirement for 21 years of faithful and meritorious service.
- Formal training and experience in the principles and repair of HVAC, electrical systems, plumbing, carpentry, masonry, painting, welding, diesel and gasoline engines, pumps and irrigation systems.
- Proven record of performing multiple tasks under pressure.
- Excellent customer service skills and a proven ability to build relationships with all stakeholders..
- Decisive, creative and innovative leader with a proven record of building successful teams.

**RESUME OF
TROY COX, CPRP
(Theodore Jackson Cox III)**

1314 Gillott Street NW
Palm Bay, Florida 32907-7984

Home: (321) 733-4807

Email: americansbaseball@cfl.rr.com

OBJECTIVE:

I seek a responsible, challenging Director position utilizing my background and experience as a Certified Parks & Recreation Professional (CPRP) with National Recreation & Parks Association as to be mutually beneficial to the organization, the community, and my family.

QUALIFICATIONS:

Current Job Status: I am currently employed with Brevard County Parks & Recreation-South Area as a Recreation Coordinator for Athletics & Sports since July 26, 2008.

- 41 yearsrs Parks & Recreation Administration, Leisure Services, Athletics & Special Events
- Certified NRPA/FRPA Recreation & Parks Professional (CPRP)
- FRPA Graduate of the 2012 Emerging Leadership Institute Program
- Graduate of Brevard County Excellence in Leadership Program-July 2015
- Honors Graduate of Brevard County Employee MGMT Development Program for Leaders
- Highly competent professional with outstanding work record and accomplishments
- Strong skills in organization, public relations and marketing
- Well versed in developing/managing creative Recreation Programs & Special Events
- Experienced liaison with Recreation Partners--Youth & Adult Organizations
- Extensive work experience in supervising volunteers and staff /contract employees
- Positive Leader, communicator, and motivator
- Extremely organized and thorough: including budgets, planning and administration
- Certified Public Manager Program-CPM Levels I, II, & III
- Developed, organized, supervised youth & adult recreation programs, leagues, and events
- Managed Parks & Recreation Division with over 100 employees
- Charter Member of National Youth Sports Coaches Association since 1980
- Certified NYSCA Clinician and Instructor 1980-1999
- Member of Florida Sports Foundation Advisory Board for Sports 2003-2008
- Member of Roy Hobbs Baseball National Advisory Committee since 1991 to present
- Florida Recreation & Parks Association's (FRPA) State Athletic Chairman (1980-1984)
- FRPA State Athletic Vice Chairman (1979), and FRPA member since 1978 to present.
- Invited Guest Speaker at the Annual FRPA State Conference (1980-1984)
- Served as FRPA State Flag Football Chairman (1981-1986), active member 1978-2003
- Served as Advisor for the Florida Flag Football League since 2009 to present.
- Program Director, Palm Bay Superstars Events (1979-1984) & (1996-2001)
- Founder and Director of the Florida Space Coast Baseball League since 1980 to present
- Founder and Team Manager of the Americans Baseball Club since 1980 to present

- Inducted Member of 5 separate Sports Hall of Fames

EXPERIENCE: City Of Palm Bay, Florida (105,000+)

* July 26, 2008-June 1, 2015.....Recreation Program Coordinator for Brevard County Parks & Recreation-South Area

* May 29, 2007-August 4, 2008..... Adminstrative Coordinator for Police Athletic League-City of Palm Bay Police Dept.

* Apr 16, 2005-May 25, 2007 ... Lead Recreation Supervisor managing Recreation Division and "designated alternate" for Parks & Recreation Director.

* October 1988-April 2007 ... Recreation Supervisor, City of Palm Bay

* January 1985-Sep 1988Attended College, University of Central FL

* June 1978-Dec 1984 ... Athletic Programmer, City of Palm Bay

EDUCATION:

- 1997 ... B.A. of Business Administration: ROLLINS COLLEGE
- 1975 ... A.S. of Business Administration: SOUTH GEORGIA COLLEGE
- Regular attendance at Conferences, Seminars, & Classes for CEUs for Professional Certification

REFERENCES UPON REQUEST



Operations Plan

Palm Bay Regional Park, Palm Bay Aquatics Center, Greater Palm Bay Senior Center

Appendix B

**(Agenda Report, Brevard County Board of
County Commissioners)**

EXHIBIT "A"
Greater Palm Bay Senior Center
1275 Culver Drive NE
Palm Bay, FL 32907



2015 Aerial

Brevard County Parks and Recreation

2725 Judge Fran Jamieson Way
Viera, FL 32940

0 50 100 Feet



DISCLAIMER: This map is intended for display purposes only and is not intended for any legal representation.

Exhibit "A"
Greater Palm Bay Senior Center
Legal Description

Tract L of THE FIRST PLATT OF PORT MALABAR UNIT TWENTY-ONE
As recorded in Plat Book 24, Pages, 5 thru 11 of the Public Records of Brevard County, Florida

EXHIBIT "A"

Palm Bay Regional Park

1951 NW Malabar Road
Palm Bay, FL 32907



2015 Aerial

Brevard County Parks and Recreation

2725 Judge Fran Jamieson Way
Viera, FL 32940

0 250 500 Feet



DISCLAIMER: This map is intended for display purposes only and is not intended for any legal representation.

Exhibit "A"
Palm Bay Regional Park
Legal Description

OVERALL DESCRIPTION

A parcel of land lying in Section 33, Township 20 South, Range 36 East, Brevard County, Florida being the Northwest one-quarter of said Section 33 and the North 1174.40 Feet (measured at right angles) of the Southwest one-quarter of said Section 33, less and except the East one-quarter of the Northeast one-quarter of the Northwest one-quarter of said Section 33 and less canal and road Right-of-Way. Containing 200.000 acres more or less and being more particularly described as follows:

Commence at the Southwest corner of said Section 33; thence run N 0°30'04" E along the West line of said Section 33, a distance of 1464.93 Feet; thence run N 09°43'06" E a distance of 69.01 Feet to the East line of a canal Right-of-Way (130' width) and the Point of Beginning;

Thence run N 0°30'04" E along said canal Right-of-Way a distance of 3701.54 to the South line of a canal Right-of-Way (225' width); thence run N 09°42'17" E a distance of 2239.39 Feet;

thence run S 0°37'05" W a distance of 1207.49 Feet; thence run N 09°42'41" E a distance of 254.95 Feet to the West line of a canal Right-of-Way (150' width); thence run S 0°36'34" W along said canal Right-of-Way line a distance of 225.72 Feet to the Northern terminus of a road Right-of-Way (100' width); thence run S 09°42'17" W along said road Right-of-Way a distance of 100.01 Feet; thence run S 0°36'34" W along the West line of said road Right-of-Way a distance of 1094.30 Feet; thence run N 09°43'06" E a distance of 10.00 Feet to the West line of said road Right-of-Way; thence run S 0°36'34" W along said road Right-of-Way, a distance of 1174.55 Feet; thence run S 09°43'06" W a distance of 2405.00 Feet to the Point of Beginning.

Exhibit "C"

Palm Bay Regional Park Equipment List

1. Sod Cutter – PBRP – PR# 607-0319
2. Buffalo Pull Behind Blower – PBRP – PR# 607-0324
3. 3 – Stihl Weedeaters – PBRP – No PR#
4. Stihl Back Pack Blower – PBRP – No PR#
5. 2 Stihl Hand Held Blowers – PBRP – No PR#
6. Gas Powered Air Compressor – 5 hp – PBRP – PR# 503-0233
7. Craftsman Generator – PBRP – No PR#
8. Craftsman Mitre Saw – PBRP – No PR#
9. Delta Table Grinder – PBRP – No PR#
10. Stihl M5250 Chainsaw – PBRP – No PR#
11. 5 Carry Alls – PBRP – PR#'s 345-0778, 345-0779, 345-0786, 345-0951, 345-1070.
12. 3 - 72" Toro Groundsmaster Mowers – PBRP – PR# - 604-0794, 604-0854, 604-0924
13. 4500 Toro Groundsmaster – PBRP – PR# 604-0888
14. 2 John Deere Tractors – PBRP – PR#'s 409-0246 & 409-0283
15. 2 Toro Sand Pros – PBRP – PR# - 604-0858 & 604-0975
16. Stihl Extension Saw – PBRP – No PR#
17. Generac Pressure Washer – PBRP – No PR#
18. Snapper Push Mower – PBRP – No PR#
19. Stihl Pole Saw – PBRP – No PR#
20. Stihl Stick Edger – PBRP – No PR#
21. 2 Walk Behind Edgers – PBRP – No PR#
22. 2 Aerators – PBRP – PR#'s 432-0642 (tiller) & 432-0470
23. Toro Triplex Mower – PBRP – PR# 604-0965
24. 2 Toro 5-gang Mowers – PBRP – PR# 604-1015 & 604-1049
25. Toro Paint Sprayer – PBRP – PR#
26. An equipment trailer – PBRP – PR# 343-0648
27. Gym Floor Machine – PBRP – PR# 601-0093
28. Stihl Chainsaw – PBRP – No PR#
29. Ice Machine – PBRP – PR# 881-0223
30. Ice Machine – TWCC – PR# 881-0219
31. AED – TWCC – PR# 776-1308
32. Garland Stove – TWCC – No PR# - part of bldg.
33. Refrigerator – TWCC – No PR# - part of bldg.
34. Freezer – TWCC – No PR# - part of bldg.
35. Volleyball Equipment for TWCC Gym – No PR# - part of bldg
36. Gym Floor Covers and Racks – PR# 713-0387
37. Community Center Tables/Chairs & Caddies – No PR#
38. Fueling Station System – PR# 431-0182
39. Air Hockey Table – PR# 706-0202
40. Soccer Goal – PR# 710-0889
41. Shed 20 x 21 – PR# 710-0944

Exhibit "C"

- 42. Shed 10 x 12 -PR# 710-0984
- 43. Shed 12 x 24 -PR# 710-1080
- 44. Shed 10 x 10 -PR# 710-1206
- 45. Carport 20 x 20 -PR# 710-1229
- 46. Carport 40 x 20 -PR# 710-1230
- 47. Shed 10 x 14 -PR# 710-1232
- 48. Shed 12 x 24 -PR# 710-1260
- 49. Shed 10 x 12 -PR# 712-0073
- 50. Fuel Tank System above ground -PR# 431-0182

EXHIBIT "D"

COUNTY DEED

THIS DEED, made this 26 day of JANUARY, 2016 by BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida, 32940, party of the first part, and CITY OF PALM BAY, a municipality incorporated under the laws of Florida, whose address is 120 Malabar Road S.E., Palm Bay, Florida 32907, party of the second part.

WITNESSETH that the said party of the first part, for and in consideration of the sum of \$10.00 to it in hand paid by the party to the second part, receipt whereof is hereby acknowledged, has granted, bargained and sold to the party of the second part, its successors and assigns forever, the lands described in **Exhibit "A"**, attached hereto and made a part of this Deed, said lands lying and being in Brevard County, Florida, and commonly referred to as the *Greater Palm Bay Senior Center* and the *Palm Bay Regional Park*.

The property described in **Exhibit "A"** (the "Property") is to be used solely for providing public recreational use and related activities. Any user fees required by the City must be applied uniformly with no differential in amount charged to the public. In the event that any of such Property is not used or ceases to be used for the stated purpose and under the stated conditions, then all right, title and interest in such Property shall revert to the party of the first part which shall thereafter have the right to reenter and repossess the Property conveyed herein. The foregoing shall be deemed to be a restrictive covenant which shall be deemed to be a covenant running with the land.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair of said Board, the day and year aforesaid.

ATTEST:

By:


Scott Ellis, Clerk

(SEAL)

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

By:


Jim Barfield, Chair

As approved by the Board on JAN. 26, 2016

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT ("Second Amendment"), is made and entered into this 26 day of JANUARY, 2016 ("Effective Date"), by and between the BOARD OF COUNTY COMMISSIONERS, BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "County", the DISTRICT BOARD OF TRUSTEES for EASTERN FLORIDA STATE COLLEGE f/k/a BREVARD COMMUNITY COLLEGE, hereinafter referred to as "College", The CITY OF PALM BAY, a Florida municipal corporation organized under the laws of the State of Florida, hereinafter referred to as "City"; and the SCHOOL BOARD OF BREVARD COUNTY, FLORIDA, a public corporation and governing body of the school district of Brevard County, hereinafter called "Board" (the County, the College, the City, and the Board, collectively the "Parties").

WITNESSETH

WHEREAS, the Parties previously entered into an Agreement dated February 26, 2002 (the "Agreement") for the use, development, maintenance and operation of the Palm Bay Aquatic Center (the "Aquatic Center");

WHEREAS, the Parties amended the Agreement by that certain Amendment to Agreement dated May 20, 2003 (the "First Amendment");

WHEREAS, the Agreement requires the County to operate, maintain, schedule, and supervise the Aquatic Center;

WHEREAS, the County desires to perpetually assign to the City the duty to operate, maintain, schedule, and supervise the Aquatic Center;

WHEREAS, the City is willing to perpetually assume the County's duty under the Agreement to operate, maintain, schedule, and supervise the Aquatic Center on the condition that the County provides funding to the City at an agreed upon level for a term of five (5) years from the Effective Date hereof, as provided for in the Interlocal Agreement between the City and the County dated _____, attached and incorporated herein as Exhibit A;

WHEREAS, the County desires to forfeit certain rights to use and allow third parties to use the Aquatic Center under the Agreement, and the County desires to be released from certain duties under the Agreement; and

WHEREAS, the Parties desire to further amend the Agreement, as modified by the First Amendment.

NOW, THEREFORE, in consideration of the premises and mutual promises herein contained, it is agreed between the Parties as follows:

1. The recitals set forth hereinabove are true and correct in all respects and are incorporated herein by reference as if set forth herein verbatim.

2. Section 2.G. of the Agreement is deleted in its entirety and replaced with the following:

"The County shall provide funding to the City at the amounts agreed upon by the County and the City for a term of five (5) years from the Effective Date of the Second Amendment hereto. It is hereby agreed and understood that the City will be responsible for the operation, maintenance, scheduling of the Aquatic Center; provided, however, that the City shall be released from the duty to operate, maintain, schedule, and supervise the Aquatic Center if the County fails to provide funding to the City at the amounts agreed upon by the County and the City.

3. Section 2.H. of the Agreement is deleted in its entirety and replaced with the following:

"Capital improvement costs shall be shared on a matching basis by the College, the City, and the Board."

4. Section 2.J. of the Agreement is deleted in its entirety and replaced with the following:

"Scheduling requests by the School District for practices and competitive meets shall be arranged pursuant to a Joint Use Agreement between the City and the Board. The College's instructional program, City's leisure programs, and the Board's competitive athletic program shall have priority for scheduling. A steering committee consisting of a representative of the College, the City and the Board will resolve scheduling issues when applicable. The Aquatic Center shall be operated and maintained for the enjoyment of the residents and visitors of Brevard County. The Parties agree to make use of the Aquatic Center available to all County residents and visitors with no differential in fees."

5. All references to the County in Section 3 of the Agreement are hereby deleted. The County shall have no further rights to use the Aquatic Center, and the County shall have no further rights to allow third parties to use the Aquatic Center.

6. The Parties acknowledge and agree that the County has issued, and there remain outstanding, certain debt obligations (the "Bonds"), the interest income of which is exempt from federal income tax and the proceeds of which were used to finance certain costs of the Aquatic Center. The City, College, and Board covenant and agree to comply with all applicable Internal Revenue Code provisions, Income Tax Regulations and other federal tax policies, procedures and rules with respect to the use and operation of the Aquatic Center in order to maintain the tax-exempt status of the Bonds. Without limiting the generality of the foregoing, so long as the Bonds are outstanding, the City, College, and Board shall not enter into any lease, management agreement, service contract or other similar instrument with respect to the operations or use of the Aquatic Center nor will they sell or otherwise transfer any ownership interest in the Aquatic Center without the prior written consent of the County, which consent shall not be unreasonably

withheld. To the extent that the Internal Revenue Service or other federal agency audits or examines the Bonds, the City, College, and the Board shall indemnify the County for all fees, costs and expenses the County may incur with respect to such audit, including but not limited to, staff time and attorneys' fees and costs. If as a result of an audit or examination of the Bonds, it is determined that the interest income from the Bonds is subject to federal income tax or if a settlement is entered into with respect to any audit of the Bonds, the City, College, and Board will be responsible for all amounts due and payable with respect thereto, including but not limited to, taxes, additional interest cost, penalties and any other costs required to be paid in connection therewith."

7. All other terms and conditions of the Agreement, as modified by the First Amendment, shall remain in full force and effect.

ATTEST:

CLERK TO THE BOARD

By: _____

Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA

By: _____

Jim Barfield, Chairman

As Approved by the Board on January 26, 2016

CITY OF PALM BAY

By: _____

William Capote, Mayor

SCHOOL BOARD OF BREVARD COUNTY,
FLORIDA

By: _____

Amy Kneessy, Chair

WITNESS:

WITNESS:

EASTERN FLORIDA STATE COLLEGE
f/k/a BREVARD COMMUNITY COLLEGE

By: _____

Summit Shah

Chair, District Board of Trustees

WITNESS:

