



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. 2016-25

### THURSDAY

**September 15, 2016 - 7:00 P.M.**  
**City Hall Council Chambers**

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

#### **INVOCATION:**

Pastor Tom Walker, Centerpointe Church, Palm Bay

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

#### **ROLL CALL:**

#### **ANNOUNCEMENT:**

1. One (1) vacancy on the Enterprise Zone Development Agency (represents 'local business' position).++

#### **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 PROCLAMATION:**

1. Recognizing the City of Palm Bay with the Exceptional Support Award as designated by the Families of the Shield, Inc. – John Pasko, Founder-Chairman-CEO.
2. Recognizing Ulysses Orellana, Riviera Elementary School – Mayor for the Day.
3. Customer Service Week – October 3-7, 2016.

#### **PRESENTATION:**

1. Martha Santoni, Government Relations Coordinator, Nemours Children's Health System.

#### **ADOPTION OF MINUTES:**

- \* 1. Regular Council Meeting No. 2016-23; September 1, 2016.
- \* 2. Special Council Meeting No. 2016-24; September 6, 2016.

THIS MEETING IS BROADCAST LIVE ON THE CITY'S WEBSITE AND  
TELEVISED 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. 2016-62, amending the Fiscal Year 2015-2016 budget by appropriating and allocating certain monies (fourth budget amendment), final reading.
2. Ordinance No. 2016-53, amending the City's Comprehensive Plan Future Land Use Map to change the designated use of property located at the northwest corner of Mariposa Drive and Port Malabar Boulevard, from Recreation and Open Space Use and Single Family Residential Use to Commercial Use (1.00 acre)(Case No. CP-20-2016, City of Palm Bay), only one reading required **(CONTINUED FROM RCM – 08/04/16)**.
- ♣3. Ordinance No. 2016-54, rezoning property located at the northwest corner of Mariposa Drive and Port Malabar Boulevard, from RS-2 (Single-Family Residential District) to CC (Community Commercial District) (1.00 acre)(Case No. CPZ-20-2016, City of Palm Bay), first reading **(CONTINUED FROM RCM – 08/04/16)**.
4. Ordinance No. 2016-60, amending the City's Comprehensive Plan Future Land Use Map to change the designated use of property located at the southeast intersection of Babcock Street and Plantation Circle, from Single Family Residential Use to Commercial Use (4.41 acres)(Case No. CP-21-2016, West Pointe Babcock, LLC), only one reading required **(CONTINUED FROM RCM – 09/01/16)**.
- ♣5. Ordinance No. 2016-61, rezoning property located at the southeast intersection of Babcock Street and Plantation Circle, from RR (Rural Residential District) to CC (Community Commercial District) (4.41 acres)(Case No. CPZ-21-2016, West Pointe Babcock, LLC), first reading **(CONTINUED FROM RCM – 09/01/16)**.
6. Ordinance No. 2016-67, amending the City's Comprehensive Plan Future Land Use Map to change the designated use of property located at the southeast corner of Rheine Road and Treu Terrace, from Recreation and Open Space Use to Single Family Residential Use and Commercial Use (4.54 acres)(Case No. CP-15-2016, City of Palm Bay), only one reading required.
- ♣7. Ordinance No. 2016-68, rezoning property located at the southeast corner of Rheine Road and Treu Terrace, from RS-2 (Single-Family Residential District) to CC (Community Commercial District) (2.96 acres)(Case No. CPZ-15-2016, City of Palm Bay), first reading.

**PROCUREMENTS:**

**Miscellaneous:**

- \* 1. LifePak 15 Monitor/Defibrillators (National Association of State Procurement Officials contract) – Fire Department (Physio Control Corporation – \$250,415); authorization to dispose of capital surplus property.
- \* 2. Comprehensive Pavement Management Program (City of Coral Springs contract) – Public Works Department (Transmap Corporation - \$250,000 for FY 16/17).



## **UNFINISHED AND OLD BUSINESS:**

1. Appointment of one (1) member to the Melbourne-Tillman Water Control District.

## **COMMITTEE AND COUNCIL REPORTS:**

### **NEW BUSINESS:**

- \* 1. Resolution No. 2016-35, renaming the Palm Bay Community Center as Anthony J. Rosa Community Center.
- \* 2. Consideration of a grant agreement with Florida Institute of Technology in support of the Center for Advanced Manufacturing and Innovated Design (CAMID).
- \* 3. Consideration of entering into a Signage License Agreement with WRH Madalyn Landing, LLLP.
- \* 4. Consideration of:
  - a) adding one (1) full-time position within the City Manager's Office.
  - b) freezing one (1) full-time position within the Human Resources Department.

## **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.

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.

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



# City of Palm Bay



**Nemours** Children's Hospital



# Overview of Nemours



# A Transformational Gift . . .

It is the duty of everyone to do  
what is within his power to  
alleviate human suffering.

*Alfred S. Brubaker*





# Nemours. Children's Health System

## Nemours/A. I. duPont Hospital for Children Wilmington, Del. | 250 beds



## Nemours Children's Hospital Orlando, Fla. | 137 beds



### Nemours Patient Care – In Five States

300,000 Unique patient encounters  
1,900+ Residents, fellows, students  
602 Employed physicians  
206 Researchers  
45 Pediatric care locations  
40 Employed hospitalists  
20 Collaborating hospitals

### Nemours Prevention & Population Health

- 22 States impacting > 900,000 children
- Childhood obesity
- Asthma management
- Reading readiness

### Nemours Center for Children's Health Media

- 55 Children's hospitals
- 250 Community hospitals
- 250,000,000 Site visits annually

**KidsHealth®**

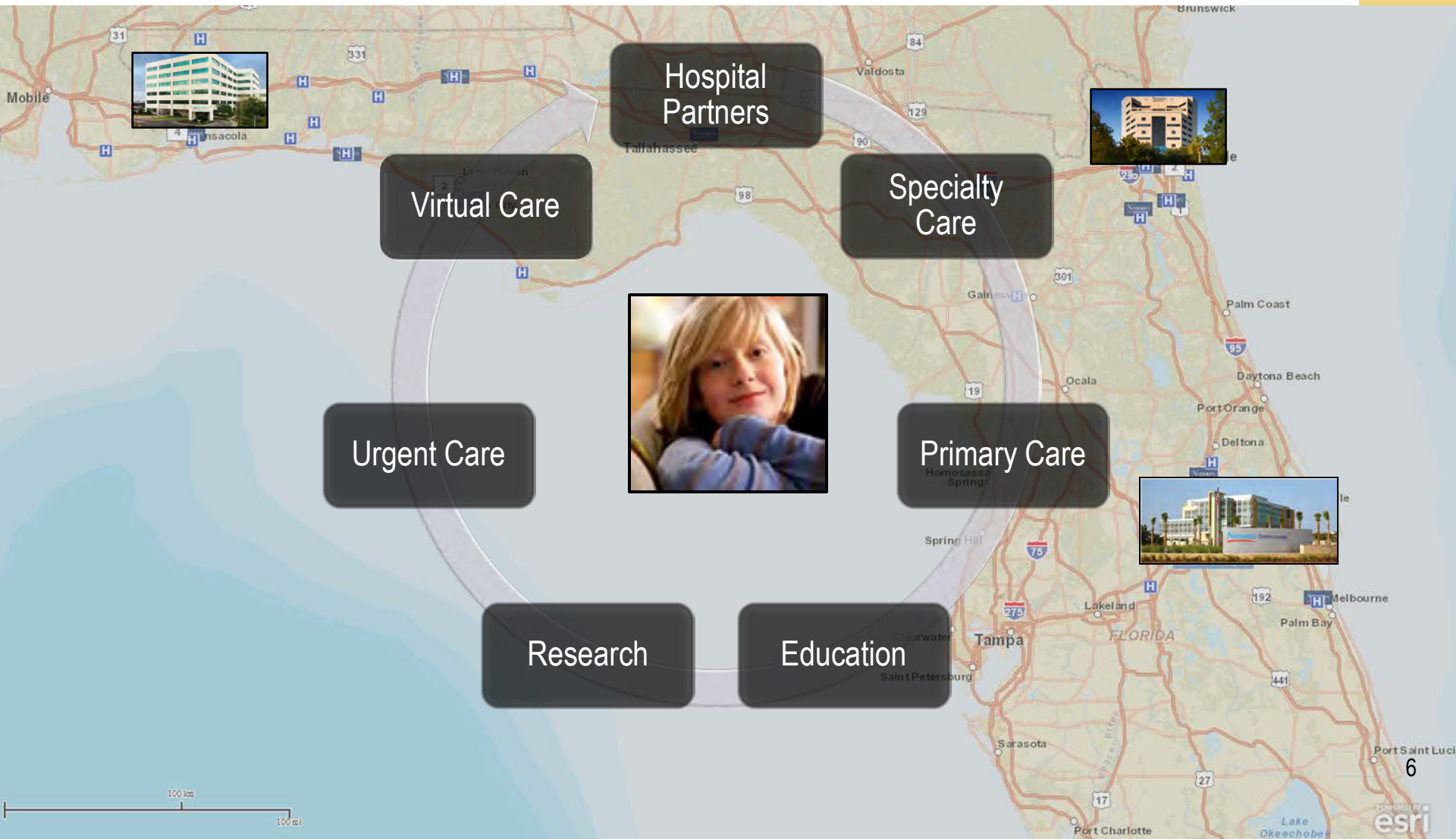


# Ronald McDonald House Now Open!





# Full-Service Integrated System of Care Across Florida





# Nemours employs more than 250 Pediatric Specialists Across Florida

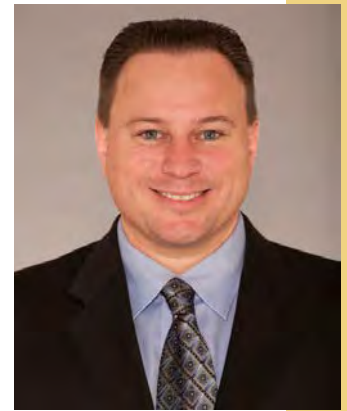
Specialty/Program	CFL	JAX	PENS
Allergy/Immunology	√	√	√
Anesthesiology	√	√	
Audiology	√		√
Beh Health/Psych/Psych	√	√	
Cardiac Surgery	√		
Cardiology	√		√
Continence/Bladder Control Clinic	√	√	
Endocrinology	√	√	√
Gastroenterology	√	√	√
General Surgery	√	√	
Genetics/Metabolism	√	√	
Hematology/Oncology	√	√	√
Infectious Disease	√	√	
Interventional Radiology	√		

Specialty/Program	CFL	JAX	PENS
Nephrology	√		√
Neurology	√	√	
Neurosurgery	√		
Ophthalmology	√	√	
Orthopedics	√	√	√
Otolaryngology	√	√	√
Pain Management	√		
Plastic Surgery		√	
Pulmonology	√	√	√
Radiology	√	√	√
Rheumatology	√		√
Therapy Services	√		
Urology	√	√	√



# Pediatric Interventional Radiology

- Only dual-trained pediatric diagnostic and interventional radiologists in Florida
- Delivers image-guided treatments that offer high quality precision, greatly reducing the chance of damage to normal tissues and organs
- Less invasive and more effective than traditional, open surgical procedures
- Works closely with interdisciplinary subspecialists including:
  - Orthopedic surgeons
  - Otolaryngologists
  - Plastic surgeons
  - Dermatologists
  - Urologists
  - General surgeons



Craig Johnson, MD



Fabiola Weber, MD



Annie Lim, MD



- Immediate care is available 24/7 without an appointment for \$49
- Available to anyone in the state of Florida
- Typical Conditions that can be treated include:
  - Allergies
  - Rash
  - Asthma
  - Abdominal pain
  - Bronchitis
  - Burns
  - Cough
  - Constipation
  - Congestion
  - Conjunctivitis
  - Diarrhea
  - Fever
  - Flu
  - Infant feeding & development questions
  - Respiratory & sinus infections
  - Sleep problems
  - Sunburns
  - Vomiting
  - Wound Infections
  - Food Poisoning









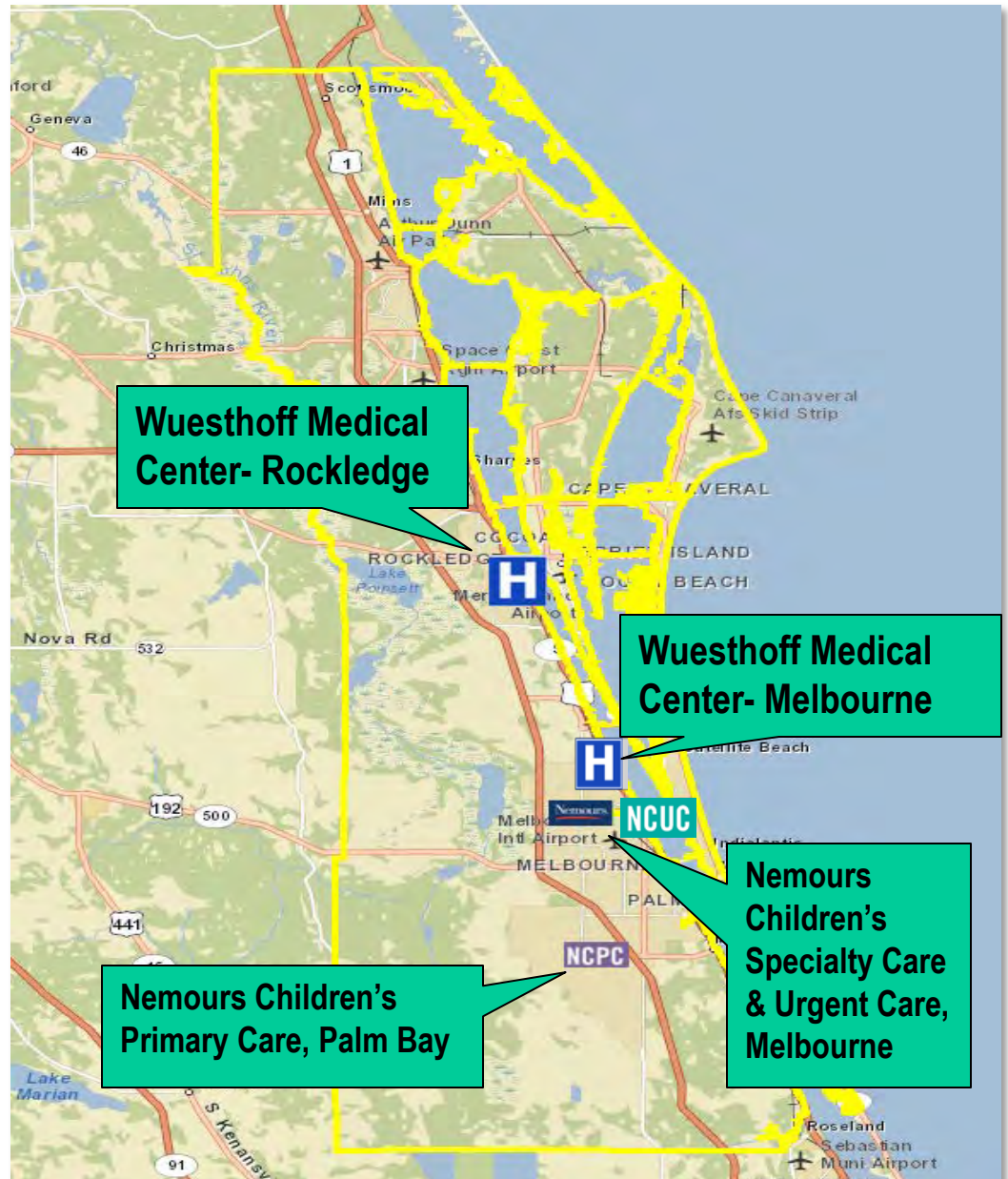
# Nemours in Brevard County



# Brevard County Geographic Expansion

- 1 Primary Care Office
- 1 Urgent Care Center
- 1 Specialty Care Office
- 1 Hospital Partnership-  
Wuesthoff Medical Center

	Nemours Children's Primary Care
	Nemours Children's Urgent Care
	Nemours Children's Specialty Care
	Nemours – Hospital Partners





# Pediatric Specialties at Nemours Children's Specialty Care, Melbourne

- Audiology
- Cardiology
- ENT
- Gastroenterology
- Healthy Choices Clinic
- Hematology/Oncology

- Nephrology
- Neurosurgery
- Orthopedics
- Pulmonology

Starting November 2017:

- Rheumatology
- Allergy

- Location becomes a Nemours Children's Urgent Care Clinic Weeknights 5pm – 11pm and Weekends from 1pm – 11pm.



# Wuesthoff Medical Center – Rockledge (CHS/HMA)

- Nemours Hospitalists (3) manage pediatric inpatient
  - Peds Hospitalist program opened on September 1, 2014
  - Nemours CareConnect Transport implemented in ED
- Commitment to Brevard county
  - Nemours' Physician Liaison visits community physician offices and updates physicians and their staff on a monthly basis
  - CME offered to all community physicians and clinical staff in Melbourne



# Nemours Children Primary Care, Palm Bay

We provide quality primary care services focused on prevention and whole-child wellness, including:

- Free Meet & Greet
- Newborn Care
- Immunizations
- Well-Child Exams
- Sick-Child Exams
- Behavioral/Developmental Evaluations
- Vision & Hearing Services
- School & Sports Physicals
- Chronic Illness Care
- ADD/ADHD evaluation & treatment
- Laboratory Testing



We're located west of I-95 at Malabar Road.



# Nemours Children Primary Care, Palm Bay

- Dr. Pajaro is a board-certified pediatrician with access to the vast resources of a leading national children's health system combined with the expertise and experience to manage all aspects of your child's health.
- Our primary care office is conveniently located just west of Interstate 95 at Malabar Road.
- **Hours:** Monday–Friday, 8 a.m. to 5 p.m.  
(acute walk-in sick care for established patients available 8–9 a.m. daily)



Julio E. Pajaro, MD  
Fluent in English & Spanish

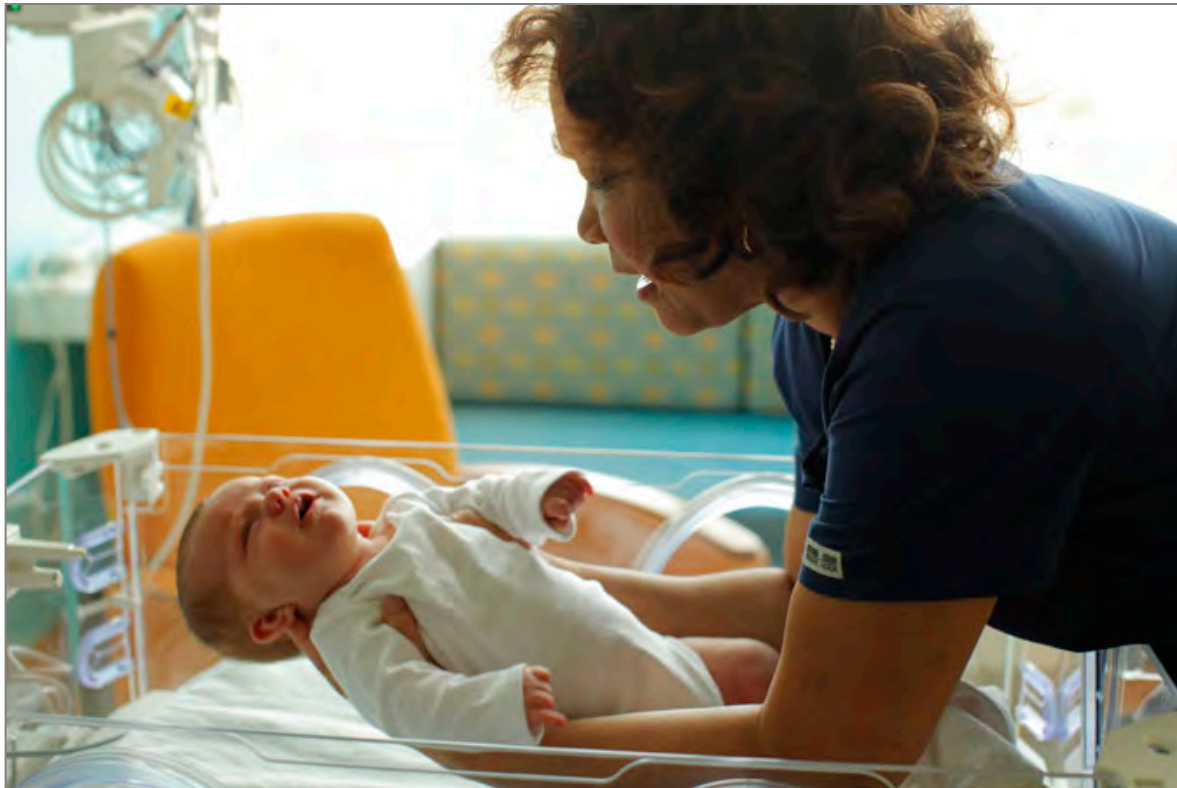


# Access Your Child's Health Record:

- MyNemours keeps your child's care team connected.
- It was created to connect and coordinate all phases of treatment your child may receive either at our hospital, a specialty care clinic, urgent care, or primary care office.
- MyNemours is a secure online portal that allows you to access select areas of your child's medical record, including test results, any time day or night.
- It can be accessed through your smart device or web browser.



# Questions?





## **CITY OF PALM BAY, FLORIDA**

### **REGULAR COUNCIL MEETING NO. 2016-23**

Held on Thursday, the 1<sup>st</sup> day of September 2016, at the City Hall Council Chambers, 120 Malabar Road, SE, Palm Bay, Florida.

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

The meeting was called to order at the hour of 7:04 P.M.

Councilman Santiago, gave the invocation, which was followed by the Pledge of Allegiance to the Flag.

#### **ROLL CALL:**

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

#### **ANNOUNCEMENT:**

Councilwoman Paccione announced the following term expiring and vacancy and solicited applications for same:

- 1. One (1) term expiring on the Melbourne-Tillman Water Control District.++**
- 2. One (1) vacancy on the Enterprise Zone Development Agency (represents 'local business' position).++**

#### **AGENDA REVISIONS:**

1. Mayor Capote advised that the applicant for Case Nos. CP-21-2016 and CPZ-21-2016 (Item Nos. 1 and 2, under Public Hearings) requested that the cases be continued to the September 15, 2016, regular Council meeting.

Motion by Ms. Paccione, seconded by Mr. Santiago, to continue Ordinance Nos. 2016-60 and 2016-61 to the September 15, 2016 regular Council meeting. Motion carried with members voting as follows: Mayor Capote, Yea; Councilwoman Paccione, Yea; Councilman Santiago, Yea; Councilman Holton, Yea.



2. Mr. Lynk advised of a request by Councilwoman Paccione to add a presentation and request to co-sponsor a fundraising walk to combat domestic violence as Item No. 2, under Presentations. Council concurred.

### **CONSENT AGENDA:**

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

Motion by Ms. Paccione, seconded by Mr. Santiago, that the Consent Agenda be approved as presented. Motion carried with members voting as follows: Mayor Capote, Yea; Councilwoman Paccione, Yea; Councilman Santiago, Yea; Councilman Holton, Yea.

### **PROCLAMATIONS:**

The proclamations were read and presented.

1. **Palm Bay Caribbean Festival Weekend – September 3-4, 2016.**
2. **Sickle Cell Awareness Day – September 10, 2016.**

### **PRESENTATION:**

1. **Martha Santoni, Government Relations Coordinator, Nemours Children's Health System.** The presentation was rescheduled to the September 15, 2016, regular Council meeting.

2. **Ingrid Llaverias/Serene Harbor – "Stop Domestic Violence – Justice for Gigi" Walk.** Ingrid Llaverias, mother of the late Griselle Martinez, provided a brief description about the fundraising walk. She advised that all proceeds would be given to Serene Harbor to help end domestic violence.

**a) Consideration of request by Ingrid Llaverias/Serene Harbor for the City to co-sponsor the "Stop Domestic Violence – Justice for Gigi" walk.**

Councilwoman Paccione provided further details about the event. The walk would take place on October 9, 2016, at 1:00 P.M. It would begin at Palm Bay City Hall and end at Texas Roadhouse on Malabar Road. The co-sponsorship request included advertising and use of police services.

Motion by Ms. Paccione, seconded by Mr. Santiago, to co-sponsor the "Stop Domestic Violence – Justice for Gigi" walk. Motion carried with members voting as follows: Mayor Capote, Yea; Councilwoman Paccione, Yea; Councilman Santiago, Yea; Councilman Holton, Yea.



**ADOPTION OF MINUTES:**

- \* 1. **Regular Council Meeting No. 2016-18; August 4, 2016.**
- \* 2. **Special Council Meeting No. 2016-19; August 8, 2016.**
- \* 3. **Special Council Meeting No. 2016-20; August 11, 2016.**
- \* 4. **Special Council Meeting No. 2016-22; August 18, 2016.**

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

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

Individuals commented on various issues.

1. Bill Pehaim, resident and former City employee, expressed concern with the suspension of Community Development Block Grant (CDBG) funds due to the City not filing a required report in a timely manner. The responsibilities of said funding, as well as State Housing Initiatives Partnership program (SHIP) and HOME Investment Partnerships program (HOME) funding, were now handled by Brevard County via an interlocal agreement.

2. Lee Van Tussenbrook, resident, commented on assisted living homes within residential communities. He said that a commercial business should not be allowed in residential areas due to the impact on the neighborhood.

**PUBLIC HEARINGS:**

**1. Ordinance No. 2016-60, amending the City's Comprehensive Plan Future Land Use Map to change the designated use of property located at the southeast intersection of Babcock Street and Plantation Circle, from Single Family Residential Use to Commercial Use (4.41 acres)(Case No. CP-21-2016, West Pointe Babcock, LLC), only one reading required.**

The item, considered under Agenda Revisions, was continued to the September 15, 2016, regular Council meeting.

**♣2. Ordinance No. 2016-61, rezoning property located at the southeast intersection of Babcock Street and Plantation Circle, from RR (Rural Residential District) to CC (Community Commercial District) (4.41 acres)(Case No. CPZ-21-2016, West Pointe Babcock, LLC), first reading.**

The item, considered under Agenda Revisions, was continued to the September 15, 2016, regular Council meeting.



## **PROCUREMENTS:**

### **Miscellaneous:**

**\* 1. Voluntary worksite benefits – RFP No. 64-0-2016 – Human Resources Department (Colonial Life and Accident Insurance Company – \$157,098).**

Staff Recommendation: Award the proposal for voluntary worksite benefits to Colonial Life and Accident Insurance Company, Columbia, South Carolina, for an annual premium cost of \$157,097.52 (100% employee paid through payroll deductions); and authorize the City Manager or his designee to negotiate final agreements for services.

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

**\* 2. Group vision insurance and hearing discount services – RFP No. 72-0-2016 – Human Resources Department (EyeMed Vision Care – \$64,123).**

Staff Recommendation: Award the proposal for group vision insurance and hearing discount services to EyeMed Vision Care, Mason, Ohio, for an annual premium cost of \$64,122.84 (100% employee paid through payroll deductions); and authorize the City Manager or his designee to negotiate final agreements for services.

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

### **Contract:**

**\* 1. Campground master planning and civil site design, Regional Park – TO 16-03 – Parks and Recreation Department (RZK, Inc. - \$132,275).**

Staff Recommendation: Approve Task Order 16-03, Regional Park campground master planning and civil site design, with Architects RZK, Inc. in the amount of \$132,275.10.

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

### **Miscellaneous:**

**\* 1. “Other Agency” contracts, solid waste trash and recycle carts (City of Tucson’s National IPA Contract), purchasing authority – Public Works Department (Toter LLC – \$80,163 (remainder of FY 16)).**



Staff Recommendation: Authorize the purchase of additional trash containers for the remainder of Fiscal Year 2015-2016 from Toter LLC, Charlotte, North Carolina, based on pricing from the National IPA Contract for refuse and recycling containers in the amount of \$80,163.

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

**\* 2. “Other agency” contracts, replacement bleacher seating, Palm Bay Community Center (National Joint Powers Alliance Contract) – Parks and Recreation Department (Southeastern Surfaces and Equipment, Inc. – \$125,523).**

Staff Recommendation: Approve the use of Recreation Impact Fees for the purchase of bleacher seating at the Palm Bay Community Center, utilizing the National Joint Powers Alliance contract; with related equipment, products and supplies for the replacement of the gymnasium bleachers from Hussey Seating Company (Southeastern Surfaces and Equipment, Inc., New Smyrna Beach, as the authorized dealer), in the amount of \$125,523.40.

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

**COUNCIL REPORTS:**

Councilmembers addressed various subject matters.

1. Councilman Holton expressed concern with the condition of the U-Haul facility on Palm Bay Road. He said it was becoming an eyesore and requested that staff bring forth options at the next Council meeting with regard to compliance with the conditional use permit. Council concurred.

**NEW BUSINESS:**

**\* 1. Resolution No. 2016-33, amending Resolution No. 2015-47, as amended, adopting Classification and Pay Plans and the Position Control Plan for employees of the City of Palm Bay.**

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

**\* 2. Resolution No. 2016-34, amending Resolution No. 2015-48, as amended, adopting the Five-Year Capital Improvements Program for Fiscal Years 2015-2016 through 2019-2020.**



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

**\* 3. Ordinance No. 2016-62, amending the Fiscal Year 2015-2016 budget by appropriating and allocating certain monies (fourth budget amendment).**

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

**\* 4. Consideration of expenditures from the Police Department's Law Enforcement Trust Fund (\$12,951).**

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

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

**ADMINISTRATIVE AND LEGAL REPORTS:**

1. Mr. Lynk invited the public to contact him with any questions concerning the funding of the CDBG program and advised that all but three (3) municipalities were managed by Brevard County. He advised that the City was not losing access to those funds.

**PUBLIC COMMENTS/RESPONSES:**

An individual commented on a general issue.

**ADJOURNMENT:**

There being no further business, the meeting adjourned at the hour of 7:47 P.M.

ATTEST:

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William Capote, MAYOR

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Terri J. Lefler, DEPUTY CITY CLERK

\* Identifies items considered under the heading of Consent Agenda.

♣ Indicates quasi-judicial proceeding.

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



## **CITY OF PALM BAY, FLORIDA**

### **SPECIAL COUNCIL MEETING NO. 2016-24**

Held on Thursday, the 6<sup>th</sup> day of September 2016, at the City Hall Council Chambers, 120 Malabar Road, SE, Palm Bay, Florida.

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

The meeting was called to order at the hour of 6:32 P.M.

#### **ROLL CALL:**

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

**CITY STAFF:** Present was Eddie Fontanin, Utilities Director.

#### **COMMENTARY BY STAFF:**

##### **1. Statement regarding tax rate.**

Mr. Lynk stated the proposed tax millage rate was 8.4500 mils, which was a 7.83% increase over the rolled-back rate. He stated the reasons for the tax increase over the rolled-back rate were: 1) 0.54 mils dedicated to the road maintenance program; 2) increase in health insurance costs; 3) increase in debt payments; and 4) funding of deferred critical needs.

##### **2. City Manager's summary of proposed budget.**

Mr. Lynk provided a summary of the current budget and highlighted various aspects of the proposed budget for Fiscal Year 2016-2017. He advised of changes to the preliminary budget since its submission on July 1, 2016.

Mayor Capote asked why the Community Development Block Grant fund was at zero. Mr. Lynk advised that Brevard County was now overseeing the funds on behalf of the City, but the zero balance did not mean that the funding was not available to the City. Deputy Mayor Bailey asked how the funding would be affected and if projects would get completed due to the recent suspension of funds by the federal administration. Mr. Lynk confirmed that projects may be put on hold, but were still scheduled to be completed.



**PUBLIC HEARING:**

**1. Tentative millage rate for tax year 2016 and proposed budget for Fiscal Year 2016-2017.**

The public hearing was opened and closed as there were no comments.

**PUBLIC COMMENTS:**

There were no public comments.

**BUSINESS:**

**1. Re-computation, if needed, and announcement of tentative millage rate and percentage increase over rolled-back rate.**

There were no changes, therefore, no re-computation was needed.

**2. Consideration of the tentative millage rate for tax year 2016.**

Motion by Mr. Holton, seconded by Mrs. Paccione, to adopt the tentative millage rate of 8.45 mills. Deputy Mayor Bailey was disappointed that the rate was still above 8.00 mills and would not support the proposed rate. Mr. Santiago concurred with Deputy Mayor Bailey and felt that reducing the rate would help the economy. Mrs. Paccione felt that many critical needs were finally addressed and funded.

Mr. Holton asked what \$1.657 million towards roads totaled in millage. Mr. Lynk answered 0.54 mills. Mr. Holton said that if you subtract the millage rate for the roads from the total millage, it equaled 7.91 mills. He felt that staff had accomplished the goal of reducing the operating millage rate below 8.00 mills. There was further discussion on the Road Maintenance Fund and millage rate.

Motion carried with members voting as follows:

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

**3. Ordinance No. 2016-63, amending the Code of Ordinances, Chapter 200, Utilities Code, by adjusting the rates, fees, and charges for the City's utilities system and services, for first reading.**

The City Attorney read the ordinance in caption only.



Motion by Mrs. Paccione, seconded by Mr. Holton, to adopt Ordinance No. 2016-63. Mr. Holton asked if the rates were for new customers or if it affected existing customers. Mr. Lynk said it was for new customers.

Motion carried with members voting as follows:

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

**4. Ordinance No. 2016-64, amending the Code of Ordinances, Chapter 201, Sewer Use, Subchapter 'Miscellaneous Provisions', by adjusting the permit fees and other charges related to the City's utilities wastewater system, for first reading.**

The City Attorney read the ordinance in caption only.

Motion by Mrs. Paccione, seconded by Mr. Holton, to adopt Ordinance No. 2016-64. Mr. Lynk advised that most of the rates applied to new customers, but some did apply to existing customers.

Motion carried with members voting as follows:

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

**5. Ordinance No. 2016-65, amending the Code of Ordinances, Chapter 202, Reclaimed Water, by adjusting the rates, fees, and charges for reclaimed water, for first reading.**

The City Attorney read the ordinance in caption only.

Motion by Deputy Mayor Bailey, seconded by Mrs. Paccione, to adopt Ordinance No. 2016-65. Mr. Santiago asked if any commercial properties were currently being charged for reclaimed water. Mr. Fontanin said there were two commercial sites being charged for same, but the rates had decreased. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Bailey, Yea; Councilwoman Paccione, Yea; Councilman Santiago, Yea; Councilman Holton, Yea.



**6. Ordinance No. 2016-66, adopting the final budget for Fiscal Year 2016-2017, for first reading.**

Motion by Mr. Holton, seconded by Mrs. Paccione, to adopt Ordinance No. 2016-66. Mr. Santiago said he would not support the budget per his comments as stated earlier in the meeting. Deputy Mayor Bailey asked if the additional Deputy City Manager position was cost neutral or an increase in cost. Mr. Lynk advised that there was an increase of \$30,000. Deputy Mayor Bailey reiterated his goal for the Road Maintenance Fund. Mr. Holton said that more money was being applied towards roads than last year.

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

There being no further business, the meeting adjourned at the hour of 7:21 P.M.

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William Capote, MAYOR

ATTEST:

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Terese M. Jones, CITY CLERK





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

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

**DATE:** September 15, 2016

**SUBJECT:** Ordinance No. 2016-62

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

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

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

/tjl

Attachment



## **ORDINANCE NO. 2016-62**

**AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE FISCAL YEAR 2016 BUDGET BY APPROPRIATING AND ALLOCATING FUNDS AS FOLLOWS: USE OF UNDESIGNATED FUND BALANCE IN THE FOLLOWING FUNDS: GENERAL FUND; LAW ENFORCEMENT TRUST FUND; POLICE IMPACT FEES FUND; PARKS IMPACT FEES FUND; TRANSPORTATION IMPACT FEE FUND; BAYFRONT CRA FUND; COMMUNITY INVESTMENT PROGRAM FUND; UTILITY RENEWAL AND REPLACEMENT FUND; BUILDING FUND; RISK MANAGEMENT FUND AND FLEET SERVICES FUND; USE OF DESIGNATED FUND BALANCE IN THE NSP GRANT FUND; RECOGNIZING REVENUE FOR CITY OWNED PROPERTY SALES; REDUCTION IN RANGE GRANT TO CLOSE PROJECT; TRANSFERS FROM GENERAL FUND TO ROAD MAINTENANCE CIP FUND AND TO FLEET SERVICES FUND; TRANSFER FROM POLICE IMPACT FEES TO FLEET SERVICES FUND; TRANSFER FROM TRANSPORTATION IMPACT FEES TO COMMUNITY INVESTMENT CIP FUND; TRANSFER FROM COMMUNITY INVESTMENT CIP FUND TO ROAD MAINTENANCE CIP FUND; TRANSFER FROM RISK MANAGEMENT FUND TO FLEET SERVICES FUND; AND TRANSFER FROM UTILITY OPERATING TO GENERAL FUND; RECOGNIZING THAT SUCH APPROPRIATIONS MUST BE MADE PURSUANT TO THE CODE OF ORDINANCES OF THE CITY OF PALM BAY, CHAPTER 35; ADOPTING, RATIFYING, CONFIRMING, AND VALIDATING THE ALLOCATIONS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Palm Bay recognizes that non-budgeted items must be appropriated and that such appropriation must be allocated by Ordinance, and

**WHEREAS**, transfers between funds and departments must be approved by City Council, and

**WHEREAS**, Chapter 35, Finance, Budget, Section 35.035, of the City of Palm Bay, Code of Ordinances provides for the transfer of funds and appropriation of unbudgeted funds.



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

**SECTION 1.** The City Council, in accordance with the City of Palm Bay, Code of Ordinances, Chapter 35, Finance, Budget, Section 35.035, hereby appropriates the following funds:

	Revenues	Expenditures
<b><u>General Fund</u></b>		
Record Qtrly City Property Sales	133,694	
Trf City Property Sales 100% Road Maint CIP		133,694
Trf from HR to Facilities for kitchen & office upgrade		(4,000)
Trf from HR to Facilities for kitchen & office upgrade		4,000
Trf to Parks Rec Facilities for Contr Emps		87,000
Addtl funding for City Attorney Office		235,000
Addtl funding for Economic Development		73,300
Trf to Fleet for Fire Dept Vehicles		64,000
Rcl PW Crew Building from Public Works (14PW07)		(63,883)
Rcl PW Crew Building to Facilities (14PW07)		63,883
Trf from Utilities (421) for Parking Lot City Hall Annex	9,837	
Parking Lot City Hall Annex 16FM01		9,837
Project closeout 14LT02 Vehicles & remove unused balance		(390)
Undesignated Fund Balance	458,910	
<b>Fund Subtotal</b>	<b>602,441</b>	<b>602,441</b>
<b><u>Law Enforcement Trust Fund (101)</u></b>		
LETF# 16-07 Crosswinds Youth donation		1,000
LETF# 16-08 PAL Fundraiser; Crossmatch Technology		6,554
LETF# 16-09 Training, Video Enhancement Computer		14,289
LETF# 16-10 Trauma Medical supplies, promo coffee mugs		14,820
Project closeout 14LT02 Vehicles & remove unused balance		(1,779)
Undesignated Fund Balance	34,884	
<b>Fund Subtotal</b>	<b>34,884</b>	<b>34,884</b>
<b><u>NSP Fund (123)</u></b>		
Correct rollover from prior year NSP project 09CD03		(1,946,545)
Designated Fund Balance	(1,946,545)	
<b>Fund Subtotal</b>	<b>(1,946,545)</b>	<b>(1,946,545)</b>
<b><u>Parks Recreation Facilities Fund (143)</u></b>		



City of Palm Bay, Florida  
Ordinance No. 2016-62  
Page 3 of 5

Trf from General Fund for Contract Emps	87,000	
Contracted Employees Aquatic Center		87,000
<b>Fund Subtotal</b>	<b>87,000</b>	<b>87,000</b>
<b><u>Police Impact Fee Fund (152)</u></b>		
Trf to Fleet Fund (521) for (8) PD vehicles		41,875
Undesignated Fund Balance	41,875	
<b>Fund Subtotal</b>	<b>41,875</b>	<b>41,875</b>
<b><u>Parks Impact Fee Fund (154)</u></b>		
Addtl funding Campground @ PB Regional 16PK08		32,650
PBCC Bleachers 16PR04		125,523
PBCC Sign 16PR01		40,000
Undesignated Fund Balance	198,173	
<b>Fund Subtotal</b>	<b>198,173</b>	<b>198,173</b>
<b><u>Transportation Impact Fee Fund (155)</u></b>		
Trf to Community Investment Program Fund (301)		191,449
St John Heritage Parkway North Extension 16PW12		736,590
Undesignated Fund Balance	928,039	
<b>Fund Subtotal</b>	<b>928,039</b>	<b>928,039</b>
<b><u>Bayfront Comm. Redevelopment Fund (181)</u></b>		
Assign to Land & Property Acquisition 16CR01		225,000
Undesignated Fund Balance	225,000	
<b>Fund Subtotal</b>	<b>225,000</b>	<b>225,000</b>
<b><u>Community Investment Program Fund (301)</u></b>		
Trf from Transportation Impact Fee Fund (155)	191,449	
Remove balance FY 14 Road Program 14PW01		(235,823)
Remove balance FY 15 Road Program 15PW08		(76,205)
Trf to Road Maintenance CIP Fund (307)		312,028
Project closeout 15PD03 Range Regional Phase II	(16)	
Project closeout 15PD03 Range Regional Phase II		(16)
Undesignated Fund Balance	(191,449)	
<b>Fund Subtotal</b>	<b>(16)</b>	<b>(16)</b>
<b><u>Bayfront CRA (06 Bond) CIP Fund (303)</u></b>		
Addtl funding US 1 Lighting 13CR02		11,355
Assign to BCRA Redevelopment Plan 16CR02		1,146,535
Undesignated Fund Balance	1,157,890	
<b>Fund Subtotal</b>	<b>1,157,890</b>	<b>1,157,890</b>



City of Palm Bay, Florida  
Ordinance No. 2016-62  
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**Road Maintenance CIP Fund (307)**

Trf from Community Invest Prog Fund (301)	312,028	
Trf from GF for 100% use of City Property Sales	133,694	
FY 16 Road Program 16PW06 from other projects		312,028
FY 16 Road Program 16PW06 for Qtrly sales		133,694
<b>Fund Subtotal</b>	<b>445,722</b>	<b>445,722</b>

**Utilities Operating Fund (421)**

Trf to General Fund for Parking Lot City Hall Annex		9,837
Remove to trf to General Fund		(9,837)
<b>Fund Subtotal</b>	<b>-</b>	<b>-</b>

**Utilities Renewal & Replacement Fund (424)**

Lime Slurry & Polymer Feed System Equip 14WS05		196,000
Undesignated Fund Balance	196,000	
<b>Fund Subtotal</b>	<b>196,000</b>	<b>196,000</b>

**Building Fund (451)**

Brevard County Licensing Fee		10,000
Undesignated Fund Balance	10,000	
<b>Fund Subtotal</b>	<b>10,000</b>	<b>10,000</b>

**Risk Management Fund (512)**

Insurances Proceeds Veh #6411	26,850	
Trf to Fleet Fund (521) for Excavator		202,759
Trf to Fleet Fund (521) for Police Vehicles		116,125
Undesignated Fund Balance	292,034	
<b>Fund Subtotal</b>	<b>318,884</b>	<b>318,884</b>

**Fleet Service Fund (521)**

Trf from Risk Fund (512) for Excavator	202,759	
Trf from General Fund for Fire Dept Vehicles	64,000	
Trf from Police Impact Fees for Police Vehicles	41,875	
Trf from Risk Fund (512) for Police Vehicles	116,125	
Purchase Fire Dept (2) Fusions & (1) Explorer		64,000
Purchase Excavator		202,759
Purchase (8) Police Vehicles		158,000
<b>Fund Subtotal</b>	<b>424,759</b>	<b>424,759</b>

<b>Total</b>	<b>2,724,106</b>	<b>2,724,106</b>
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**SECTION 2.** The City Council adopts, ratifies, and approves the appropriations as listed above.

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

Read in title only at Meeting No. 2016-23, held on September 1, 2016; and read in title only and duly enacted at Meeting No. 2016- , held on , 2016.

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William Capote, MAYOR

ATTEST:

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Terese M. Jones, CITY CLERK

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





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

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

**DATE:** September 15, 2016

**SUBJECT:** City of Palm Bay – Request to Continue Comprehensive Plan Amendment and Rezoning Cases

As you may recall, Case Nos. CP-20-2016 and CPZ-20-2016 were scheduled for the August 4<sup>th</sup> regular Council meeting. Council voted to table the requests to the September 15<sup>th</sup> regular Council meeting to allow further review by staff.

Staff is requesting that City Council grant a continuance of the following items to the November 17, 2016, regular Council meeting:

1. Item No. 2, Public Hearings – request to change the Comprehensive Plan Future Land Use Map from Recreation and Open Space Use and Single Family Residential Use to Commercial Use; and
2. Item No. 3, Public Hearings – request to rezone from RS-2 (Single-Family Residential District) to CC (Community Commercial District).

The property is located at the northwest intersection of Mariposa Drive and Port Malabar Boulevard, and contains 1.00 acre, more or less.

Should the City Council approve staff's request, the public hearings will be rescheduled to the regular Council meeting to be held on Thursday, November 17, 2016.

The matter is presented to the City Council for consideration at tonight's meeting.

/tjl

Attachments

Case Nos. CP-20-2016 and CPZ-20-2016





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

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

**DATE:** September 15, 2016

**SUBJECT:** Comprehensive Plan Amendment – City of Palm Bay

The City of Palm Bay has submitted a request for a change to the Comprehensive Plan Future Land Use Map from Recreation and Open Space Use and Single Family Residential Use to Commercial Use on property located at the northwest intersection of Mariposa Drive and Port Malabar Boulevard, and contains 1.00 acre, more or less.

**Staff Conclusion:**

Approval of the requested Future Land Use amendment as a small scale amendment pursuant to Chapter 163, Florida Statutes.

**Planning and Zoning Board Recommendation:**

Unanimous approval of the request.

Ordinance No. 2016-53 has been prepared for consideration at tonight's meeting. If you should have any questions, please advise.

tjl

Attachments

Case No. CP-20-2016





## COMPREHENSIVE PLAN OR FUTURE LAND USE MAP 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) City of Palm Bay (Growth Management Department)

ADDRESS 120 Malabar Road SE

CITY Palm Bay STATE FL ZIP 32907

PHONE # (321) 733-3041 FAX # (321) 953-8920

E-MAIL ADDRESS stuart.buchanan@palmbayflorida.org

2) COMPLETE LEGAL DESCRIPTION OF PROPERTY COVERED BY APPLICATION \_\_\_\_\_

A portion of Tract A and all of Tract A.01, Port Malabar Country Club Unit 6

SECTION 21 TOWNSHIP 28 RANGE 37

3) SIZE OF AREA COVERED BY THIS APPLICATION (calculate acreage): 1 acre

4) LAND USE CLASSIFICATION AT PRESENT OR PLAN SECTION AFFECTED (ex.: Commercial, Single Family, Policy CIE-1.1B, etc.): Recreation and Open Space Use and Single Family Residential Use

5) LAND USE CLASSIFICATION DESIRED OR PROPOSED TEXT CHANGE: \_\_\_\_\_

Commercial Use

6) PRESENT USE OF THE PROPERTY: Undeveloped land

7) ARE ANY STRUCTURES NOW LOCATED ON THE PROPERTY: No

8) HAS A REZONING APPLICATION BEEN FILED IN CONJUNCTION WITH THIS APPLICATION: \_\_\_\_\_

Case CPZ-20-2016

(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 OR FUTURE LAND USE MAP AMENDMENT APPLICATION  
PAGE 2 OF 3

- 9) JUSTIFICATION FOR CHANGE (attach additional sheets containing supporting documents and evidence if necessary): Current land use designation does not permit the intended use.

- 10) SPECIFIC USE INTENDED FOR PROPERTY: Commercial use.

- 11) THE FOLLOWING PROCEDURES AND ENCLOSURES ARE REQUIRED TO COMPLETE THIS APPLICATION FOR AN AMENDMENT TO THE COMPREHENSIVE PLAN OR FUTURE LAND USE MAP:

N/A \*Application Fee. Make check payable to "City of Palm Bay."

☐ Large Scale Map Amendment (10 acres or more) \$1,600.00

☐ Text Amendment (Comp. Plan) \$1,600.00

☒ Small Scale Map Amendment (Less than 10 acres) \$1,000.00

☐ Special Amendment Cycle \$4,000.00

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

X 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](http://www.bcpao.us/paohome.asp)). List shall be legible and the source of that information stated here: Brevard County Property Appraiser website

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

N/A 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.

N/A 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 OR FUTURE LAND USE MAP AMENDMENT.

N/A 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 OR FUTURE LAND USE MAP 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 OR FUTURE LAND USE MAP AMENDMENT APPLICATION AND THAT THE FACTS STATED IN IT ARE TRUE.

**Signature of Applicant**



**Date**

June 1, 2016

**Printed Name of Applicant**

Stuart Buchanan, Growth Management Director

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





DATE: July 6, 2016  
CASE #: CP-20-2016

CITY OF PALM BAY

# LAND DEVELOPMENT DIVISION STAFF REPORT

## COMPREHENSIVE PLAN AMENDMENT APPLICATION

- PROPOSAL:** A Comprehensive Plan Future Land Use Map small scale amendment from Recreation and Open Space Use and Single Family Residential Use to Commercial Use.
- LOCATION:** A portion of Tract A and all of Tract A.01, Port Malabar Country Club Unit 6, Section 21, Township 28, Range 37, Brevard County, Florida. (Located at the northwest intersection of Mariposa Drive NE and Port Malabar Boulevard NE)
- APPLICANT:** City of Palm Bay (Growth Management Department)

## SITE DATA

- PRESENT ZONING:** RS-2 Single Family Residential
- FUTURE LAND USE DESIGNATION:** Recreation Open Space & Single Family Residential
- ACREAGE:** 1 acre, more or less
- ADJACENT ZONING & USE OF LAND:**
- N** -- City of Melbourne; Multifamily Apartment Complex
  - E** -- Community Commercial; Shopping Plaza
  - S** -- RS-2 Single Family Residential; Single Family Residential Dwellings
  - W** -- RS-2 Single Family Residential; Single Family Residential Dwellings



**BACKGROUND:**

The subject parcel is surplus by the City to fund road maintenance.

**ANALYSIS:**

The subject parcel is approximately 1 acre with an existing utility lift station.

**Availability of Public Facilities and Services:**

**Potable Water:**

The subject property is located in the City of Palm Bay Service Area. City Utilities reports that it has excess capacity available for future commercial use.

**Sanitary Sewer:**

The subject property is located within City of Palm Bay's sanitary sewer service area. City Utilities reports that it has excess capacity available for future commercial use.

**Solid Waste:**

Waste Management provides solid waste collection and disposal for this area and adequate capacity exists to serve the land use proposed for the subject property.

**Parks & Recreation:**

Not Applicable for non-residential uses

**Drainage:**

The site is presently vacant and in its natural state. All necessary drainage and storm water management facilities must be provided on-site by the developer and approved during the site plan and land development review process.

**Transportation:**

Access to the site will be from Palm Bay Road, a urban principal arterial roadway. The proposed future land use and zoning allows for several uses, such as a Shopping Plaza which would generate approximately 512 average daily trips (ADT) based upon a conservative use of 12,000 sq. ft. per acre of principle structure. (ITE Code 820) Palm Bay Road segment 468 Dairy to Port Malabar has a current average adjusted daily trip count of 37,600 trips with a maximum allowable vehicle rating of 51,800 trips. The proposed amendment and rezoning with increase the current level of service from 72.6% to 73.5% of capacity.

**Public Schools:**

Not Applicable for Community Commercial Use.

**Environmental Resources:**

Any future use will require review and compliance with all relevant City regulations, including environmental review as required.



**Coastal High Hazard Zone:**

The subject property is not located within the original Coastal High Hazard Zone nor the current surge area.

**Historic Resources:**

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

**COMPREHENSIVE PLAN REQUIREMENTS:**

For surplus sale to private individuals, it is required to remove the public Future Land Use categories of Recreation and Open Space and of Single Family Residential and assign a Commercial Future Land Use for consistency with the proposed zoning district of CC, Community Commercial.

**STAFF CONCLUSION:**

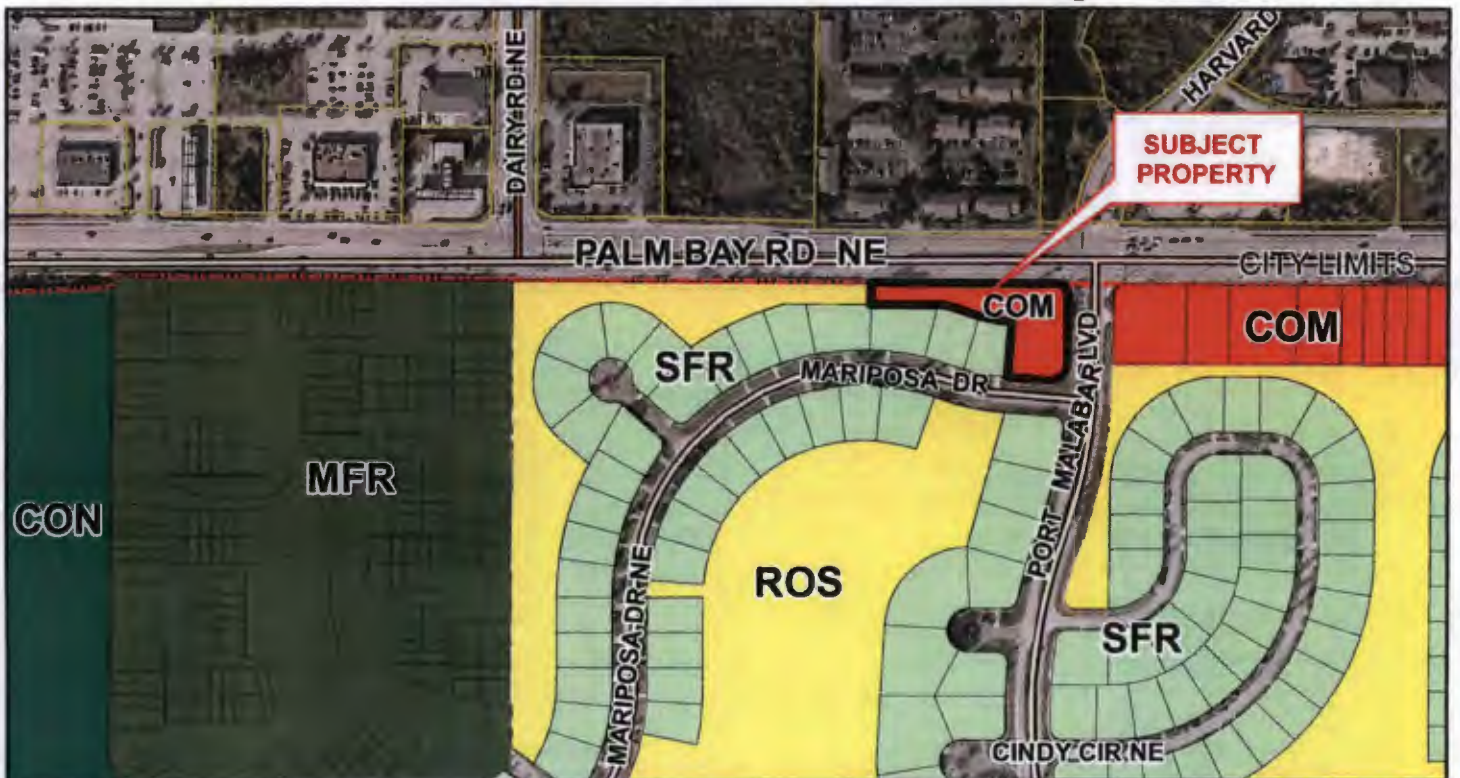
Recommend the proposed Small Scale Future Land Use amendment from Recreational Open Space and Single Family Residential to Commercial to the City Council for adoption.



# Future Land Use Map



## PROPOSED Future Land Use Map



CP - 20 - 2016



# Location Map



CP- 20 - 2016 / CPZ- 20 - 2016



**CITY OF PALM BAY, FLORIDA**  
**PLANNING AND ZONING BOARD/**  
**LOCAL PLANNING AGENCY**  
**REGULAR MEETING NO. 2016-07**

Held on Wednesday, July 6, 2016, in the City Hall Council Chambers, 120 Malabar Road SE, Palm Bay, Florida.

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

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

Ms. Khalilah Maragh led the Pledge of Allegiance to the Flag.

**ROLL CALL:**

<b>CHAIRPERSON:</b>	Philip Weinberg	Present
<b>VICE CHAIRPERSON:</b>	Wendall Stroder	Absent (Excused)
<b>MEMBER:</b>	Leeta Jordan	Present
<b>MEMBER:</b>	Khalilah Maragh	Present
<b>MEMBER:</b>	William Pezzillo	Present
<b>MEMBER:</b>	Rainer Warner	Present
<b>MEMBER:</b>	Thomas "Woody" Woodrum	Present
<b>MEMBER:</b>	Michele Quinn (School Board Appointee)	Present

**CITY STAFF:** Present were Mr. Stuart Buchanan, Growth Management Director; Mr. Patrick Murphy, Assistant Growth Management Director; Mr. Robert Loring, Planner; Ms. Chandra Powell, Growth Management Recording Secretary; Mr. James Stokes, Board Attorney.

**ADOPTION OF MINUTES:**

1. Regular Planning and Zoning Board/Local Planning Agency Meeting No. 2016-07. Motion by Ms. Maragh, seconded by Ms. Jordan to approve the minutes as presented. The motion carried with members voting unanimously.

**ANNOUNCEMENTS:**

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



City Council will hear Case CP-19-2016 on August 4, 2016.

8. CPZ-19-2016 – CITY OF PALM BAY (GROWTH MANAGEMENT DEPARTMENT)

Mr. Buchanan presented the staff report for Case CPZ-19-2016. The applicant had requested a zoning amendment from an FC, Floodway Conservation District to a CC, Community Commercial District. The board must determine if the requested zoning category was compatible with the requested land use category identified in Case CPZ-19-2016.

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

Ms. Maragh wanted to confirm that just the 5 acres of the 31-acre parcel would be rezoned. Mr. Buchanan confirmed that this was correct.

Motion by Ms. Jordan, seconded by Mr. Pezzillo to submit Case CPZ-19-2016 to City Council for approval of a zoning amendment from an FC, Floodway Conservation District to a CC, Community Commercial District. The motion carried with members voting as follows:

Mr. Weinberg	Aye
Ms. Jordan	Aye
Ms. Maragh	Nay
Mr. Pezzillo	Aye
Mr. Warner	Aye
Mr. Woodrum	Aye

City Council will hear Case CPZ-19-2016 on August 4, 2016.

A revision to the vote for Case CPZ-19-2016 occurred under Other Business, Item 1.

9. CP-20-2016 – CITY OF PALM BAY (GROWTH MANAGEMENT DEPARTMENT)

Mr. Buchanan presented the staff report for Case CP-20-2016. The applicant had requested a Comprehensive Plan Future Land Use Map small scale amendment from Recreation and Open Space Use and Single Family Residential Use to Commercial Use. Staff recommended Case CP-20-2016 for approval.



The sale of City surplus properties was to fund road improvements.

Mr. Buchanan noted that the east portion of the site would be developed commercially, and a right-in deceleration lane would be constructed on the narrow, west portion of the property. The contracted purchaser would be responsible for constructing the deceleration lane.

Mr. Weinberg inquired about the intended use of the site. Mr. Buchanan stated that an office or a convenience store were under consideration.

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

Motion by Ms. Jordan, seconded by Mr. Pezzillo to submit Case CP-20-2016 to City Council for approval of a Comprehensive Plan Future Land Use Map small scale amendment from Recreation and Open Space Use and Single Family Residential Use to Commercial Use. The motion carried with members voting unanimously.

City Council will hear Case CP-20-2016 on August 4, 2016.

10. CPZ-20-2016 – CITY OF PALM BAY (GROWTH MANAGEMENT DEPARTMENT)

Mr. Buchanan presented the staff report for Case CPZ-20-2016. The applicant had requested a zoning amendment from an RS-2, Single Family Residential District to a CC, Community Commercial District. Staff recommended Case CP-20-2016 for approval.

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

Motion by Ms. Jordan, seconded by Mr. Pezzillo to submit Case CPZ-20-2016 to City Council for approval of a zoning amendment from an RS-2, Single Family Residential District to a CC, Community Commercial District. The motion carried with members voting unanimously.

City Council will hear Case CPZ-20-2016 on August 4, 2016.



# **CORRESPONDENCE**



To: Robert Loring  
City Council and Mayor of Palm Bay City

I Luis and Tammara Rodriguez, property owners of 1498 Mariposa Dr. NE Palm Bay, FL. 32905 want to voice our concerns about a letter we received on Monday June 26, 2010, from City of Palm Bay. The letter was a Comprehensive Plan Amendment and Zoning Amendment that was filed with the Planning and Zoning Board/Local Planning and the City Council, for a portion of Tract A and all of Tract A.01 Port Malabar Country Club Unit 6, section 21, Township 28, Range 37 Brevard County FL.

We do not want the above said property sold for commercial use. This will impact our property taxes, lower the value of our home, bring unwanted vagrants, more traffic and nefarious activity. Also the commercial property that will be built so close to our property, we will have to endure all of the noise from heavy equipment, trash, thru traffic and pollution, while they are building. Also will have to endure issues with parking.

When we first purchased our home we accepted the fact that there was a sewer substation and overcame the smell, then we were told the city was going to improve the curb appeal of the substation with white rose and flower bushes and this never happened. We were also told that because the said property belong to the City, no one would be able



to build to the left of our property or behind our property (on said property) and this is what appealed to us and was the deciding factor to purchase our home. When we first purchased our property, we inquired about purchasing said property and was told the city would not sell the said property due to the fact the city needed this property to park city vehicles there to maintain the substation, and to maintain the surrounding city properties. If the City wants to sell the said property we ask for our property to be sold with the said property. We do not want to live next to commercial property, and have to endure the troubles that come with commercial property like traffic, parking, foreclosures, graffiti and nefarious activity.

Sincerely,

*Ann Rodriguez*  
Ann Rodriguez  
1498 Manupose Dr. NE  
Palm Bay, FL. 32905  
321-537-8318



## **ORDINANCE NO. 2016-53**

**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 an adoption hearing on an amendment to the Comprehensive Plan on July 6, 2016, after public notice, and

**WHEREAS**, the City Council of the City of Palm Bay, pursuant to Chapter 163, Florida Statutes, held an adoption hearing on an amendment to the Comprehensive Plan on August 4, 2016, after public notice, and

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

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

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

A portion of Tract "A" and all of Tract A.01, Port Malabar Country Club Unit 6, as recorded in Plat Book 25, Page 49, of the Public Records of Brevard County, Florida; Section 21, Township 28S, Range 37E; containing 1.00 acre, 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.** The provisions within this ordinance shall take effect thirty-one (31) days from the enactment date.

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

\_\_\_\_\_  
William Capote, MAYOR

ATTEST:

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

\*Only one reading required pursuant to Chapter 163, Florida Statutes.

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

Applicant: City of Palm Bay  
Case No.: CP-20-2016

cc: (date) Applicant  
Case File





**MEMO TO:** Honorable Mayor and Members of City Council  
**FROM:** Terese M. Jones, City Clerk  
**DATE:** September 15, 2016  
**SUBJECT:** Rezoning Request – City of Palm Bay

The City of Palm Bay has submitted an application to rezone property from RS-2 (Single-Family Residential District) to CC (Community Commercial District). The property is located at the northwest intersection of Mariposa Drive and Port Malabar Boulevard, and contains 1.00 acre, more or less.

**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-20-2016.

**Planning and Zoning Board Recommendation:**

Unanimous approval of the request.

Ordinance No. 2016-54 has been prepared for consideration at tonight's meeting. If you should have any questions, please advise.

/tjl

Attachments

Case No. CPZ-20-2016





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) City of Palm Bay (Growth Management Department)

ADDRESS 120 Malabar Road SE

CITY Palm Bay STATE FL ZIP 32907

PHONE # (321) 733-3041 FAX # (321) 953-8920

E-MAIL ADDRESS stuart.buchanan@palmbayflorida.org

2) COMPLETE LEGAL DESCRIPTION OF PROPERTY COVERED BY APPLICATION

A portion of Tract A and all of Tract A.01, Port Malabar Country Club Unit 6

SECTION 21 TOWNSHIP 28 RANGE 37

3) SIZE OF AREA COVERED BY THIS APPLICATION (calculate acreage): 1 acre

4) ZONE CLASSIFICATION AT PRESENT (ex.: RS-2, CC, etc.) RS-2, Single Family Residential District

5) ZONE CLASSIFICATION DESIRED (ex.: IU, LI, etc.): CC, Community Commercial District

6) ARE ANY STRUCTURES NOW LOCATED ON THE PROPERTY? No

7) JUSTIFICATION FOR REZONING: For compatibility with the companion land use request (Case CP-20-2016)

8) PRESENT USE OF THE PROPERTY: Undeveloped land

9) INTENDED USE OF PROPERTY: Private commercial development

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

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

X 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: Brevard County Property Appraiser website
- X Sign(s) posted on the subject property. Refer to Section 51.07(C) of the Legislative Code for guidelines.
- N/A 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.
- N/A 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

June 1, 2016

Printed Name of Applicant

Stuart Buchanan, Growth Management Director

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





DATE: July 6, 2016  
CASE #: CPZ-20-2016

## CITY OF PALM BAY

# LAND DEVELOPMENT DIVISION STAFF REPORT

### APPLICATION

**PROPOSAL:** Rezoning from an RS-2, Single Family Residential District to a CC, Community Commercial District.

**LOCATION:** A portion of Tract A and all of Tract A.01, Port Malabar Country Club Unit 6, Section 21, Township 28, Range 37, Brevard County, Florida. (Located at the northwest intersection of Mariposa Drive NE and Port Malabar Boulevard NE)

**APPLICANT:** City of Palm Bay (Growth Management Department)

### SITE DATA

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

**ACREAGE:** 1 acre, more or less

**DENSITY:** Not applicable

#### ADJACENT ZONING

**& USE OF LAND:**

- N** -- City of Melbourne; Multifamily Apartment Complex
- E** -- Community Commercial; Shopping Plaza
- S** -- RS-2 Single Family Residential; Single Family Residential Dwellings
- W** -- RS-2 Single Family Residential; Single Family Residential Dwellings

**WATER & SEWER:** Both are available

**TRAFFIC COUNTS:** Palm Bay Road segment 468 Dairy to Port Malabar has a current average adjusted daily trip count of 37,600 trips.

**FLOOD ZONE:** X

**COMPLIANCE WITH THE  
COMPREHENSIVE PLAN:** Yes, subject to approval of CP-20-2016



**BACKGROUND:**

The subject parcel is surplus by the City to fund road maintenance.

**ANALYSIS:**

The subject parcel is approximately 1 acre with an existing utility lift station.

**Availability of Public Facilities and Services:**

**Potable Water:**

The subject property is located in the City of Palm Bay Service Area. City Utilities reports that it has excess capacity available for future commercial use.

**Sanitary Sewer:**

The subject property is located within City of Palm Bay's sanitary sewer service area. City Utilities reports that it has excess capacity available for future commercial use.

**Solid Waste:**

Waste Management provides solid waste collection and disposal for this area and adequate capacity exists to serve the land use proposed for the subject property.

**Parks & Recreation:**

Not Applicable for non-residential uses.

**Drainage:**

The site is presently vacant and in its natural state. All necessary drainage and storm water management facilities must be provided on-site by the developer and approved during the site plan and land development review process.

**Transportation:**

Access to the site will be from Palm Bay Road, a urban principal arterial roadway. The proposed future land use and zoning allows for several uses, such as a Shopping Plaza which would generate approximately 512 average daily trips (ADT) based upon a conservative use of 12,000 sq. ft. per acre of principle structure. (ITE Code 820) Palm Bay Road segment 468 Dairy to Port Malabar has a current average adjusted daily trip count of 37,600 trips with a maximum allowable vehicle rating of 51,800 trips. The proposed amendment and rezoning with increase the current level of service from 72.6% to 73.5% of capacity.

**Public Schools:**

Not Applicable for Community Commercial Use.

**Environmental Resources:**

Any future use will require review and compliance with all relevant City regulations, including environmental review as required.



**Coastal High Hazard Zone:**

The subject property is not located within the original Coastal High Hazard Zone nor the current surge area.

**Historic Resources:**

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

**CODE REQUIREMENTS:**

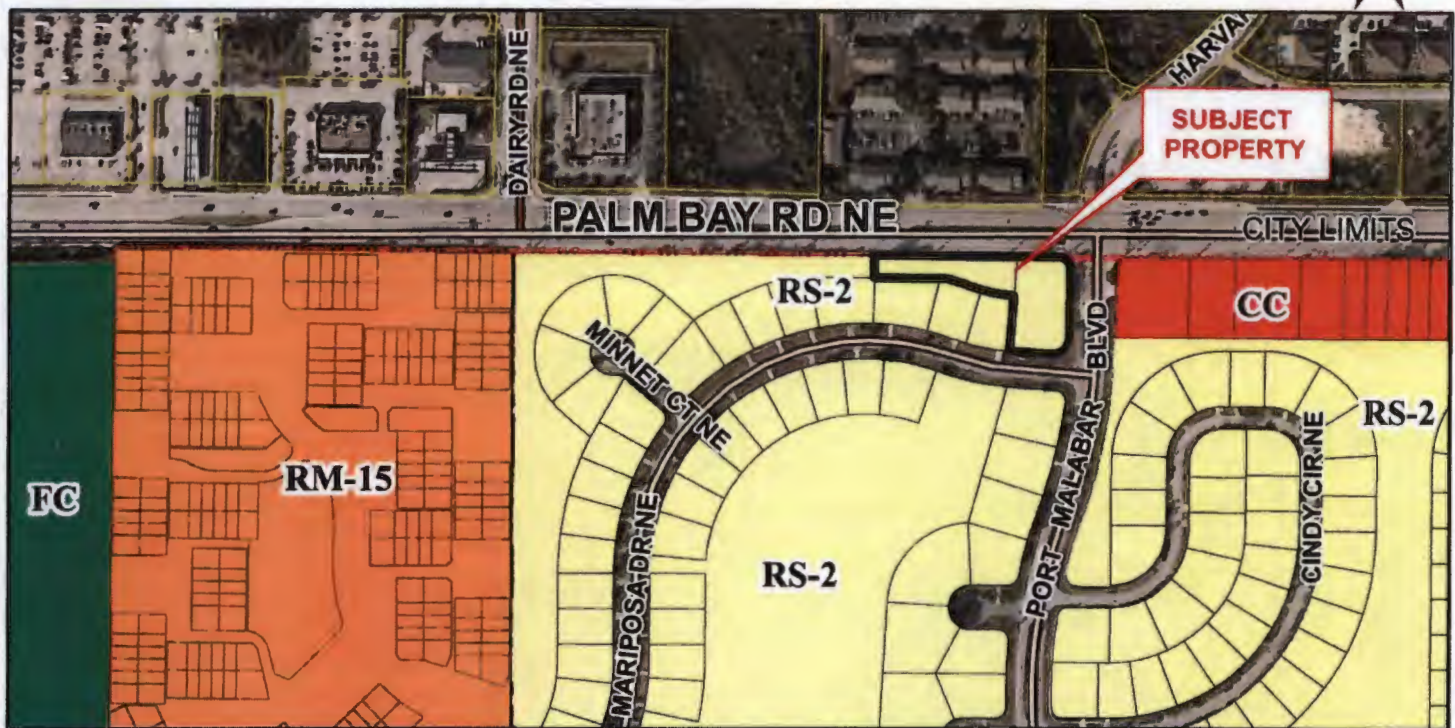
The subject property proposed for rezoning to community commercial district is located in an established commercial corridor on an arterial roadway and within 6,132 lineal feet of the Interstate 95 interchange. It exceeds the minimum frontage and lot size required by the Community Commercial zoning district. The subject property may be considered an infill site in a highly urbanized area.

**STAFF CONCLUSION:**

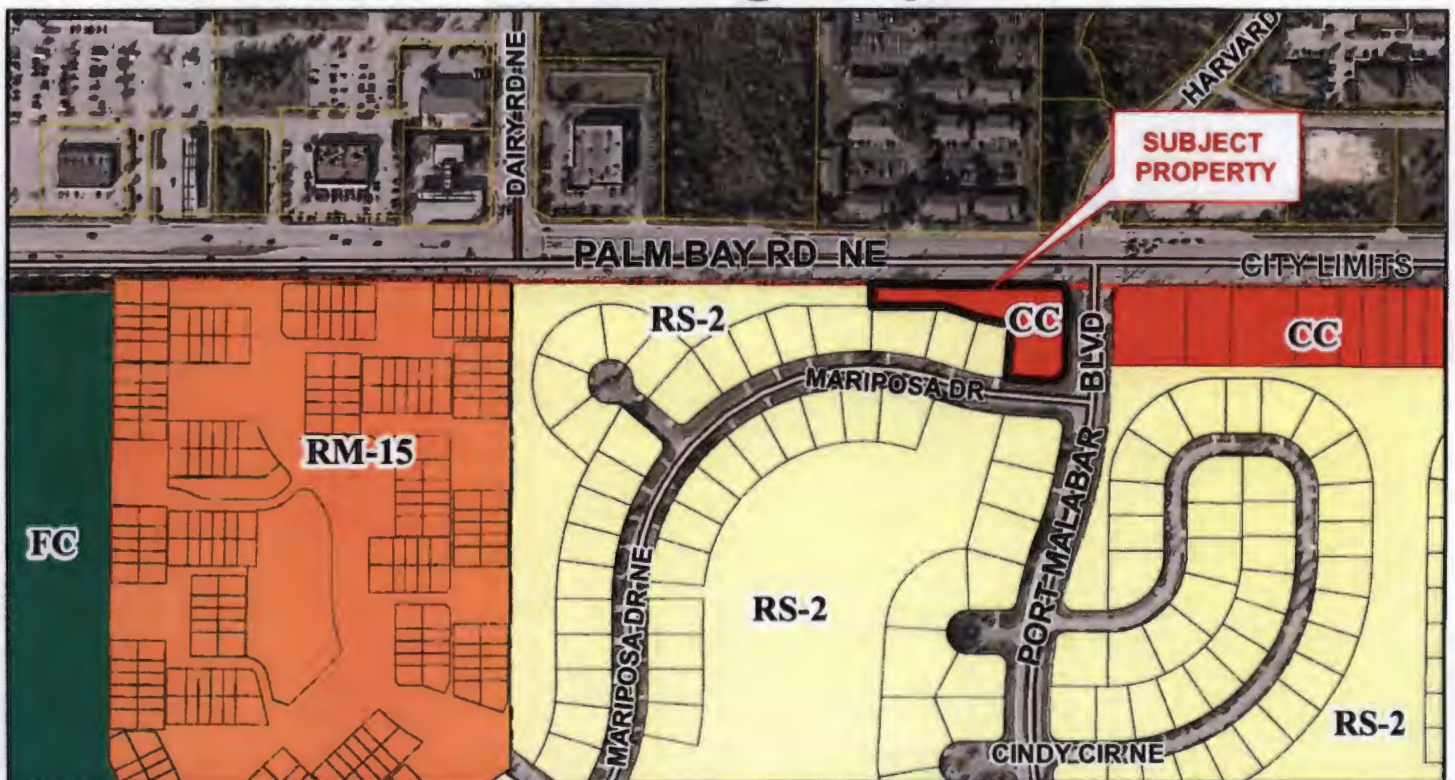
The Board and Council must determine if the requested zoning category is compatible with the requested Future Land Use category identified in Case No. CP-20-2016.



# Zoning Map



## PROPOSED Zoning Map



**CPZ - 20 - 2016**





CP- 20 - 2016 / CPZ- 20 - 2016



**CITY OF PALM BAY, FLORIDA**  
**PLANNING AND ZONING BOARD/**  
**LOCAL PLANNING AGENCY**  
**REGULAR MEETING NO. 2016-07**

Held on Wednesday, July 6, 2016, in the City Hall Council Chambers, 120 Malabar Road SE, Palm Bay, Florida.

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

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

Ms. Khalilah Maragh led the Pledge of Allegiance to the Flag.

**ROLL CALL:**

<b>CHAIRPERSON:</b>	Philip Weinberg	Present
<b>VICE CHAIRPERSON:</b>	Wendall Stroder	Absent (Excused)
<b>MEMBER:</b>	Leeta Jordan	Present
<b>MEMBER:</b>	Khalilah Maragh	Present
<b>MEMBER:</b>	William Pezzillo	Present
<b>MEMBER:</b>	Rainer Warner	Present
<b>MEMBER:</b>	Thomas "Woody" Woodrum	Present
<b>MEMBER:</b>	Michele Quinn (School Board Appointee)	Present

**CITY STAFF:** Present were Mr. Stuart Buchanan, Growth Management Director; Mr. Patrick Murphy, Assistant Growth Management Director; Mr. Robert Loring, Planner; Ms. Chandra Powell, Growth Management Recording Secretary; Mr. James Stokes, Board Attorney.

**ADOPTION OF MINUTES:**

1. Regular Planning and Zoning Board/Local Planning Agency Meeting No. 2016-07. Motion by Ms. Maragh, seconded by Ms. Jordan to approve the minutes as presented. The motion carried with members voting unanimously.

**ANNOUNCEMENTS:**

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



The sale of City surplus properties was to fund road improvements.

Mr. Buchanan noted that the east portion of the site would be developed commercially, and a right-in deceleration lane would be constructed on the narrow, west portion of the property. The contracted purchaser would be responsible for constructing the deceleration lane.

Mr. Weinberg inquired about the intended use of the site. Mr. Buchanan stated that an office or a convenience store were under consideration.

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

Motion by Ms. Jordan, seconded by Mr. Pezzillo to submit Case CP-20-2016 to City Council for approval of a Comprehensive Plan Future Land Use Map small scale amendment from Recreation and Open Space Use and Single Family Residential Use to Commercial Use. The motion carried with members voting unanimously.

City Council will hear Case CP-20-2016 on August 4, 2016.

10. CPZ-20-2016 – CITY OF PALM BAY (GROWTH MANAGEMENT DEPARTMENT)

Mr. Buchanan presented the staff report for Case CPZ-20-2016. The applicant had requested a zoning amendment from an RS-2, Single Family Residential District to a CC, Community Commercial District. Staff recommended Case CP-20-2016 for approval.

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

Motion by Ms. Jordan, seconded by Mr. Pezzillo to submit Case CPZ-20-2016 to City Council for approval of a zoning amendment from an RS-2, Single Family Residential District to a CC, Community Commercial District. The motion carried with members voting unanimously.

City Council will hear Case CPZ-20-2016 on August 4, 2016.



# **CORRESPONDENCE**



TO: Robert Loring  
City Council and Mayor of Palm Bay City

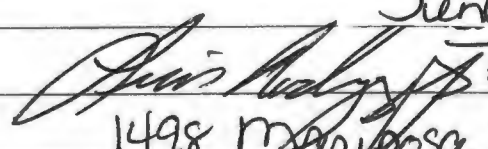
I Luis and Tammara Rodriguez, property owners of 1498 Mariposa Dr. NE Palm Bay, FL. 32905 want to voice our concerns about a letter we received on Monday June 24, 2014, from City of Palm Bay. The letter was a Comprehensive Plan Amendment and Zoning Amendment that was filed with the Planning and Zoning Board/Local Planning and the City Council, for a portion of Tract A and all of Tract A.01 Port Malabar Country Club Unit 6, section 21, Township 28, Range 37 Brevard County FL.

We do not want the above said property sold for commercial use. This will impact our property taxes, lower the value of our home, bring unwanted vagrants, more traffic and nefarious activity. Also the commercial property that will be built so close to our property, we will have to endure all of the noise from heavy equipment, trash, thru traffic and pollution while they are building. Also will have to endure issues with parking.

When we first purchased our home we accepted the fact that there was a sewer substation and overcame the smell, then we were told the city was going to improve the curb appeal of the substation with white neck and flower bushes and this never happened. We were also told that because the said property belong to the City, no one would be able



to build to the left of our property or behind our property (on said property) and this is what appealed to us and was the deciding factor to purchase our home. When we first purchased our property, we inquired about purchasing said property and was told the city would not sell the said property due to the fact the city needed this property to park city vehicles there to maintain the substation, and to maintain the surrounding city properties. If the City wants to sell the said property we ask for our property to be sold with the said property. We do not want to live next to commercial property, and have to endure the troubles that come with commercial property like traffic, parking, foreclosures, graffiti and noxious activity.

Sincerely,  
 Juan Rodriguez  
1498 Manassas Dr. NE  
Palm Bay, FL. 32905  
321-537-8318



## ORDINANCE NO. 2016-54

**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 RS-2 (SINGLE-FAMILY RESIDENTIAL DISTRICT) TO CC (COMMUNITY COMMERCIAL DISTRICT); WHICH PROPERTY IS LOCATED AT THE NORTHWEST INTERSECTION OF MARIPOSA DRIVE AND PORT MALABAR BOULEVARD, AND CONTAINS 1.00 ACRE, MORE OR LESS, 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 RS-2 (Single-Family Residential District) to CC (Community Commercial District), being legally described as follows:

A portion of Tract "A" and all of Tract A.01, Port Malabar Country Club Unit 6, as recorded in Plat Book 25, Page 49, of the Public Records of Brevard County, Florida; Section 21, Township 28S, Range 37E; containing 1.00 acre, more or less.

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

**SECTION 3.** The provisions within this ordinance shall take effect immediately upon the enactment of Ordinance No. 2016-53.

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:

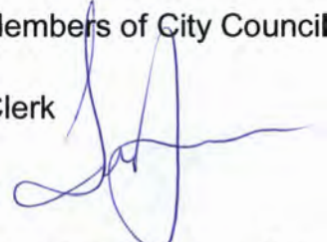
\_\_\_\_\_  
William Capote, MAYOR

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





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

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

**DATE:** September 15, 2016

**SUBJECT:** Comprehensive Plan Amendment – West Pointe Babcock, LLC

As you may recall, the above request was scheduled for the September 1<sup>st</sup> regular Council meeting. Council voted to continue the item at the applicant's request.

West Pointe Babcock, LLC (Stephen Burch, Esquire, representative) has submitted a request for a change to the Comprehensive Plan Future Land Use Map from Single Family Residential Use to Commercial Use on property located at the southeast corner of Babcock Street and Plantation Circle, and contains 4.41 acres, more or less.

**Staff Conclusion:**

Denial of the requested Future Land Use amendment as a small scale amendment pursuant to Chapter 163, Florida Statutes.

**Planning and Zoning Board Recommendation:**

Unanimous denial of the request.

Ordinance No. 2016-60 has been prepared for consideration at tonight's meeting. If you should have any questions, please advise.

/tjl

Attachments

Case No. CP-21-2016





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

## COMPREHENSIVE PLAN OR FUTURE LAND USE MAP 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) West Pointe Babcock, LLC  
ADDRESS c/o Smith & Associates, 1499 S. Harbor City Blvd, Ste. 202  
CITY Melbourne STATE FL ZIP 32901  
PHONE # 321-676-5555 FAX # 321-676-5558  
E-MAIL ADDRESS stephen@smithlawtlh.com
- 2) COMPLETE LEGAL DESCRIPTION OF PROPERTY COVERED BY APPLICATION \_\_\_\_\_  
See attached exhibits A-1 and A-2  
\_\_\_\_\_  
SECTION 34 TOWNSHIP 29S RANGE 37E
- 3) SIZE OF AREA COVERED BY THIS APPLICATION (calculate acreage): 4.41
- 4) LAND USE CLASSIFICATION AT PRESENT OR PLAN SECTION AFFECTED (ex.: Commercial, Single Family, Policy CIE-1.1B, etc.): RR
- 5) LAND USE CLASSIFICATION DESIRED OR PROPOSED TEXT CHANGE: CC  
\_\_\_\_\_  
\_\_\_\_\_
- 6) PRESENT USE OF THE PROPERTY: Vacant
- 7) ARE ANY STRUCTURES NOW LOCATED ON THE PROPERTY: No
- 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 OR FUTURE LAND USE MAP AMENDMENT APPLICATION  
PAGE 2 OF 3

- 9) JUSTIFICATION FOR CHANGE (attach additional sheets containing supporting documents and evidence if necessary): \_\_\_\_\_

The property fronts a major road.

- 10) SPECIFIC USE INTENDED FOR PROPERTY: Commercial

- 11) THE FOLLOWING PROCEDURES AND ENCLOSURES ARE REQUIRED TO COMPLETE THIS APPLICATION FOR AN AMENDMENT TO THE COMPREHENSIVE PLAN OR FUTURE LAND USE MAP:

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

☐ Large Scale Map Amendment (10 acres or more) \$1,600.00

☐ Text Amendment (Comp. Plan) \$1,600.00

☒ Small Scale Map Amendment (Less than 10 acres) \$1,000.00

☐ Special Amendment Cycle \$4,000.00

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

X 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](http://www.bcpao.us/paohome.asp)). 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.

X WHERE PROPERTY IS NOT OWNED BY THE APPLICANT, A LETTER MUST BE ATTACHED GIVING THE NOTARIZED CONSENT OF THE OWNER FOR THE APPLICANT TO REQUEST THE COMPREHENSIVE PLAN OR FUTURE LAND USE MAP AMENDMENT.

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.



**CITY OF PALM BAY, FLORIDA**  
**COMPREHENSIVE PLAN OR FUTURE LAND USE MAP 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 OR FUTURE LAND USE MAP AMENDMENT APPLICATION AND THAT THE FACTS STATED IN IT ARE TRUE.

**Signature of Applicant**



**Date**

7/1/2016

**Printed Name of Applicant**

Stephen Burch, for West Point Babcock, LLC

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



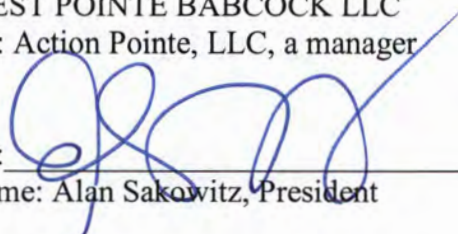
**WEST POINTE BABCOCK, LLC**  
1135 Kane Concourse, Third Floor  
Bay Harbor Islands, Florida 33154

July 1, 2016

City of Palm Bay

Please be advised that Smith & Associates, through its attorneys, are authorized to submit a rezoning application and a Comprehensive Plan or Future Land Use Map Amendment Application on behalf of West Pointe Babcock, LLC and represent it in any proceedings related to said application.

WEST POINTE BABCOCK LLC  
By: Action Pointe, LLC, a manager

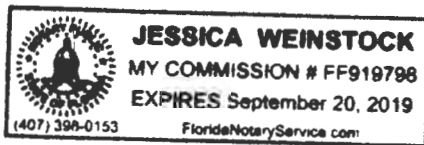
By:   
Name: Alan Sakowitz, President

**STATE OF FLORIDA**

**COUNTY OF MIAMI-DADE**

BEFORE ME, the undersigned authority, personally appeared Alan Sakowitz, who is the President of Action Pointe, LLC, a manager of West Pointe Babcock, LLC, who is personally known to me, or who produced \_\_\_\_\_ as identification, and who did/did not take an oath.

AFFIRMED AND SUBSCRIBED before me this 7th day of July, 2016.



  
NOTARY PUBLIC



*CITY OF PALM BAY*

# LAND DEVELOPMENT DIVISION STAFF REPORT

## APPLICATION

**REVISED**

**PROPOSAL:** A Comprehensive Plan Future Land Use Map Amendment is requested to change from Single Family Residential Use to Commercial Use.

**LOCATION:** The property is located at the SE corner of the intersection of Babcock Street SE and Plantation Circle SE. Specifically; the subject property is the west 4.41 acres of Tax Parcel 506.1, of Section 34, Township 29 South, and Range 37 East, Brevard County, Florida.

**APPLICANT:** West Pointe Babcock, LLC. (Stephen Burch, Esquire Representing)

## SITE DATA

**PRESENT ZONING:** RR, Rural Residential Zoning District

**ACREAGE:** 4.41 acres ( $\pm$ )

**DENSITY:** One (1) Unit Per Acre

**ADJACENT ZONING** N -- RR, Rural Residential; Single Family Homes

**& LAND USE:**

E -- RR, Rural Residential; Vacant Residential Land

S -- RR, Rural Residential; Single Family Homes

W -- RR, Rural Residential; Babcock Street SE



BACKGROUND:

1. The property is located at the SE corner of the intersection of Babcock Street SE and Plantation Circle SE. Specifically; the subject property is the west 4.41 acres of Tax Parcel 506.1, of Section 34, Township 29 South, and Range 37 East, Brevard County, Florida.
2. The adjacent zoning and land uses are as follows:

<u>NORTH:</u>	RR, Rural Residential; Single Family Homes
<u>EAST:</u>	RR, Rural Residential; Vacant Residential Land
<u>SOUTH:</u>	RR, Rural Residential; Single Family Homes
<u>WEST:</u>	RR, Rural Residential; Babcock Street SE

3. The applicant is requesting a Comprehensive Plan Future Land Use Map Amendment to change from Single Family Residential Use to Commercial Use, to allow for a future commercial uses. The applicant for this request is West Point Babcock, LLC. The applicant will be represented by the Law Firm of Smith & Associates.
4. On September 2, 2015 the applicant appeared before the Palm Bay Planning and Zoning Board with the same request, represented by a different Law Firm. Upon deliberation of the request, the Board voted unanimously to deny the request. On December 17, 2015 the request was withdrawn before it was heard by the Palm Bay City Council.

ANALYSIS:

1. Impact on the Level of Service (LOS) Standards

Based on an analysis of the project, the proposed change will not cause level of service to fall below the standards adopted in the Comprehensive Plan for the current planning period for water, sewer, drainage facilities or solid waste. Water and sewer service are provided by the City. A 16" water distribution main runs along the east side of Babcock Street and a 16" sewer force main runs along the west side of Babcock Street. Ample pressure and capacity exist within both lines. Future commercial development would need to provide its own on-site stormwater treatment system, which would overflow into the adjacent canal that parallels Babcock Street. Solid waste collection services are provided for this area by Waste Management, Inc.

2. Impact on Natural Systems

There would be an impact on the natural environment from the future Commercial Use as the property is currently vacant, residential land, in its natural state. However, any development, even single family residential use, would impact the present conditions. Typically though, less land is preserved by Commercial Use than rural residential uses. The



site is identified as Flood Zone X, which is outside the 500-year Floodzone. The lot is not located within any of the Scrub Jay Polygons identified on the city's Habitat Conservation Plan. No additional listed species are known to inhabit the site. Any registered species that may be encountered upon development of the site would need to be mitigated for, according to state and federal guidelines.

3. Land Use Consistency

The subject property is the west 4.41 acres (582.13 wide x 330.03 deep) of an 8.41 acre parcel located at the SE corner of Babcock Street SE and Plantation Circle SE. The application includes two (2) *proposed* parcels that make up the 4.41 acres. Parcel "A-1" fronts Babcock Street and constitutes the west 2.68 acres of the overall request. The remaining land, Parcel "A-2" is the eastern 1.73 acres. The collective 4.41 acres is surrounded by land designated as residential use and provides for a rural setting. The surrounding neighborhood (Greenwood Plantation) includes 57 lots that are a minimum of one (1) acre in size. An additional four (4) homes located immediately east of and adjacent to this neighborhood utilize Plantation Circle as their sole means of ingress & egress.

To the west of the subject property is Babcock Street SE, which is designated as an Arterial Roadway on the City of Palm Bay's Comprehensive Plan. On the west side of this segment of Babcock Street are numerous ¼ acre single family residential lots. The nearest commercial land use is approximately 3,000 feet to the north, where Eldron Boulevard and Grant Road intersect Babcock Street. It is approximately 45.23 acres of vacant, commercially-zoned land. This intersection has been designated as a Commercial Node.

Approximately 3,000 feet to the south, at Mara Loma Boulevard SE, and extending south to the location of the future "south leg" of the St. Johns Heritage Parkway SE, the city has designated both sides of Babcock Street and along the approved location of the Parkway, as Commercial Use on the Future Land Use Map. This area has also been designated as a future Commercial Node and includes approximately 195 acres of commercial land.

Directly opposite the subject property, on the west side of Babcock Street, is Cogan Drive SE. Cogan is designated as a Minor Collector Roadway on the Comprehensive Plan, but does not align with Plantation Circle. This off-set in the existing road network may result in an unsafe traffic pattern if the property were to develop commercially.

4. Consistency with the Policies and Objectives of the Comprehensive Plan

The City of Palm Bay's Comprehensive Plan is made up of ten (10) separate, but intertwined Elements. The Future Land Use Element (Element B within the Plan), is primarily the criteria by which a land use amendment request is to be evaluated against. This element provides both a policy guide to govern future land use decisions and a map detailing the location of future land uses throughout the City of Palm Bay. It represents the



integration of the entire Comprehensive Plan onto the physical landscape of the City. As such, the policies in this element, combined with the graphic description presented on the Future Land Use Map, serve to plan for the distribution, type and intensity of future development in Palm Bay.

Within the Future Land Use Element, the City has developed a multi-level system of growth management. The first level includes the establishment of a "growth management area" boundary; which will physically define the areas of the City to receive major infrastructure improvements. The subject property is located within this boundary. The second level requires that new development not be approved if level-of-service standards for public facilities and services will drop below the adopted standards set forth in this Comprehensive Plan. Staff has determined that the request will not cause the adopted levels of service to drop below the accepted parameters.

The third level involves the development of design criteria and standards which will permit site specific management of new growth. The criteria developed in this plan are intended to develop an interactive land use pattern which provides neighborhood, community and regional activity centers at appropriate locations throughout the City. Over time, this will result in more balance among land use types and provide the City with the ability to ensure that necessary services, both public and private, are provided in a more efficient manner.

The Purpose and Intent of the Comprehensive Plan, as established in Section 183.01 of the Palm Bay Code of Ordinances, is to provide for the City a plan which will guide future growth and development; encourage the most appropriate use of land; promote and protect the public health, safety, and general welfare; preserve the residential or historical character of neighborhoods; promote the residential, business, and industrial needs of the community; and conserve and protect natural resources within the city, while protecting private property rights. By the adoption of this plan, the city will encourage and actively pursue coordination and cooperation between the planning and development activities of the city. The adoption of this section reserves the city's right to balance the needs of the community.

Lastly, FLU-3.1; 3.1A & 3.1B, of the Comprehensive Plan include the following objectives: "Provide additional commercial areas by type, size and distribution, based upon area need and the availability of supporting infrastructure; the acreage of commercial land permitted by the Future Land Use Map shall not exceed projected needs; and that commercial development shall be located at locations with adequate access."

Based upon the available and presently undeveloped 240 acres of commercial land in the general and overall vicinity of Babcock Street (both north and south of the subject property), the anticipated access constraints, and the incompatibility with adjacent and surrounding residential land uses, staff believes the request is not consistent with the policies and objectives of the Comprehensive Plan.



Case No. CP-21-2016  
August 3, 2016

Page 5

STAFF CONCLUSION:

Motion to Deny Case CP-21-2016 as a Small Scale Future Land Use Map amendment.





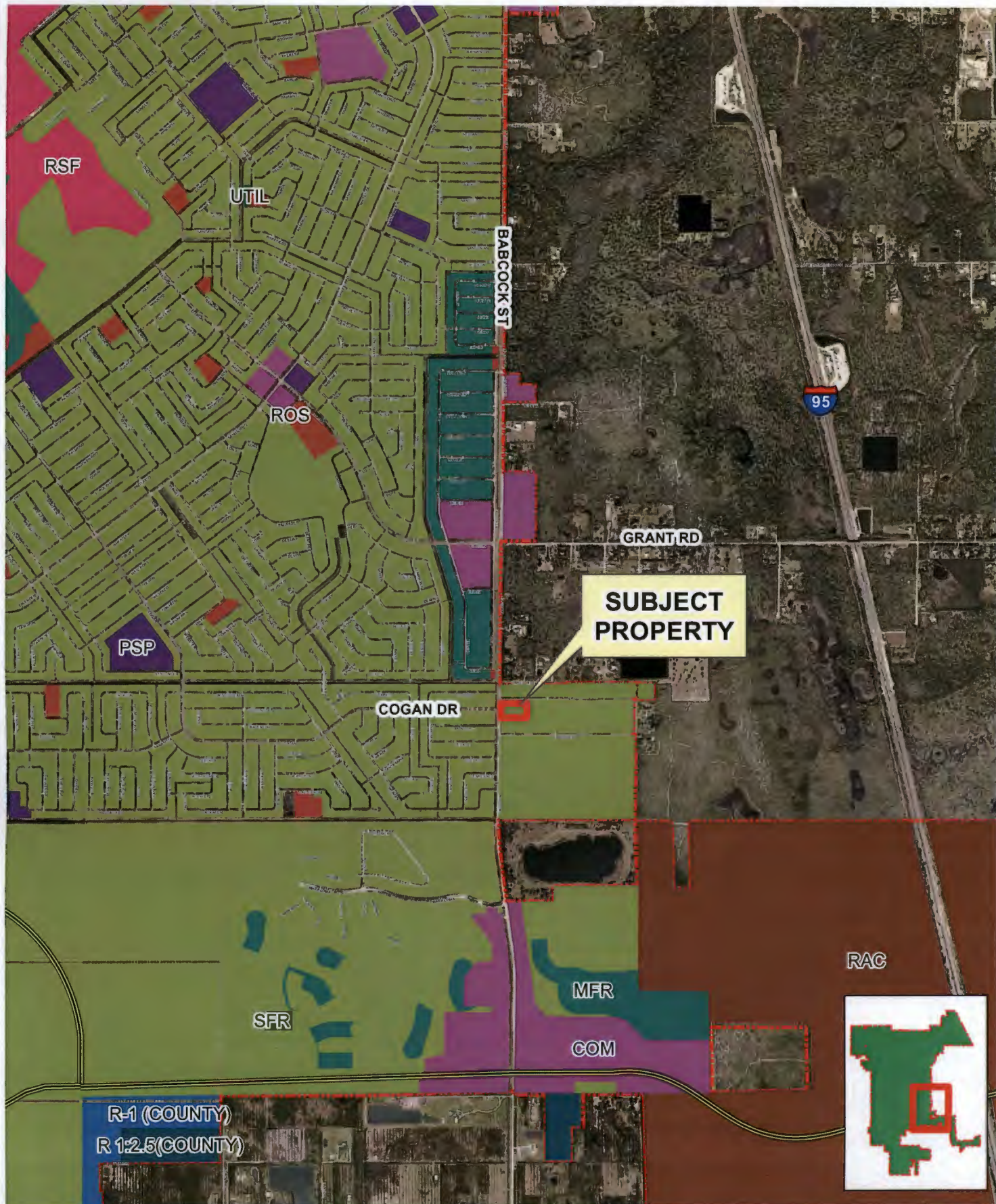
Map for illustrative purposes only. Not to be construed  
as binding or as a survey.

Map created by the Land Development Division



**CASE NO. CP-21-2016 & CPZ-21-2016**





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

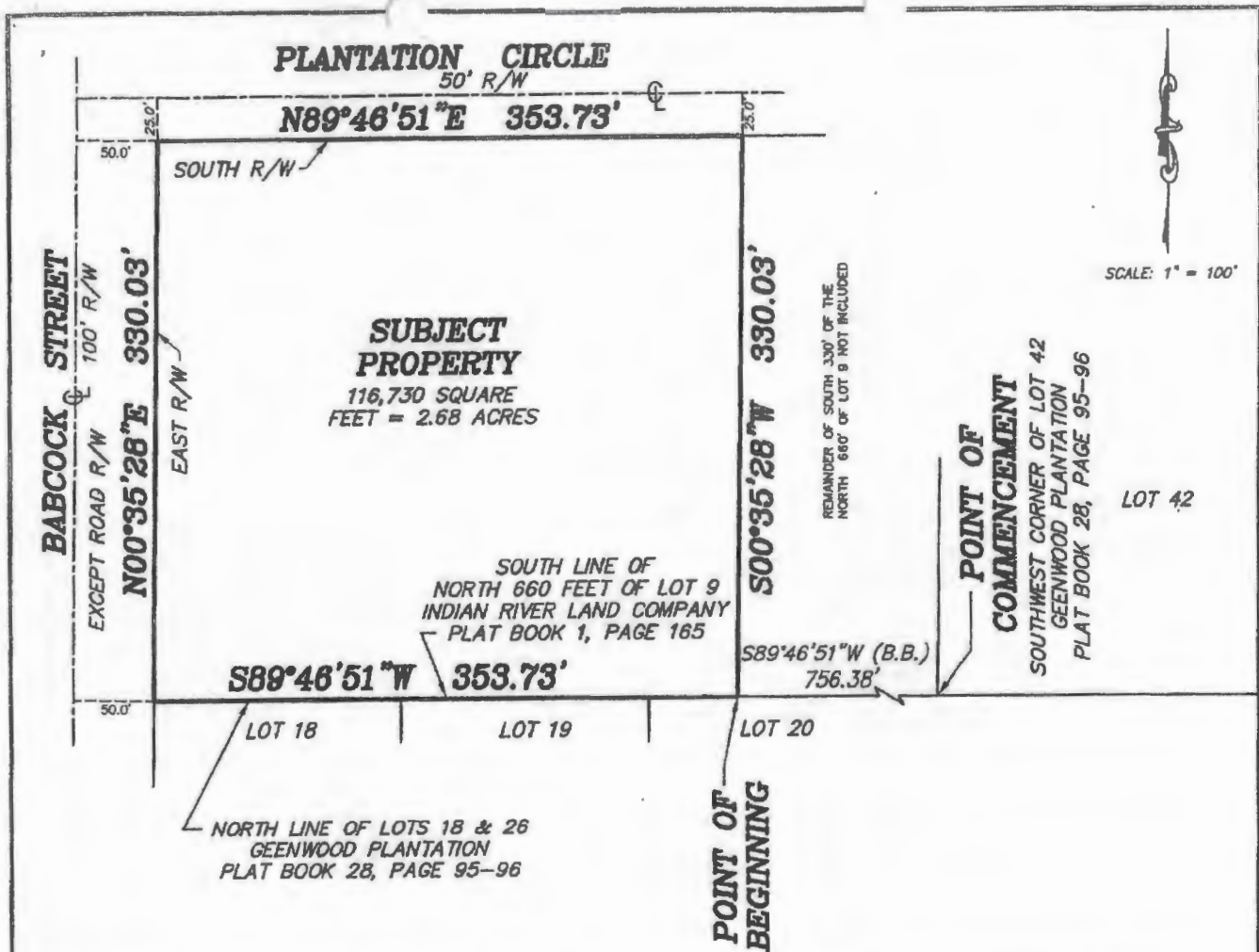
Map created by the Land Development Division



**CASE NO. CP-21-2016**



Exhibit "A-1"



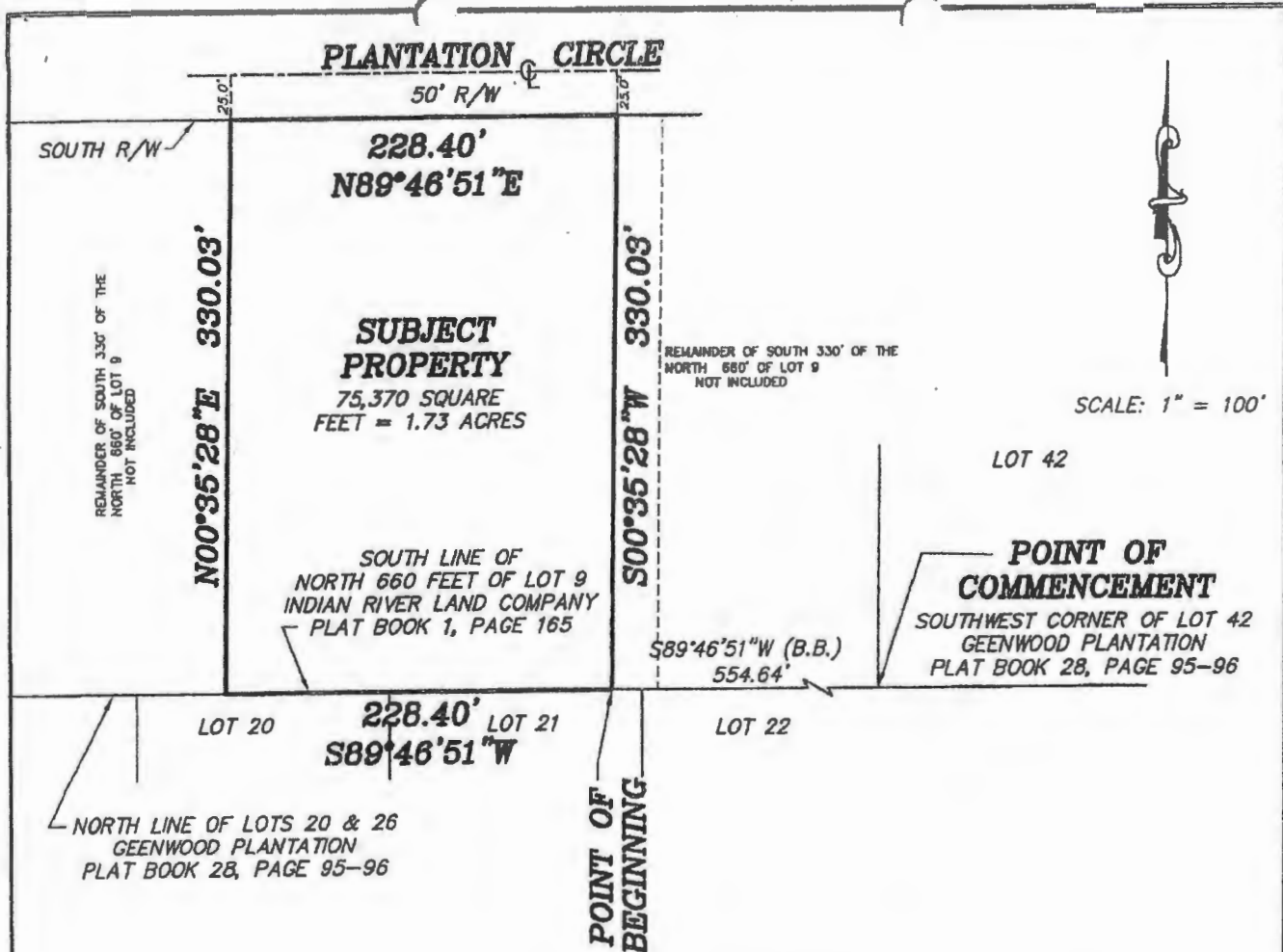
DESCRIPTION: A PORTION OF THE SOUTH 330 FEET OF THE NORTH 660 FEET OF LOT 9 EXCEPT ROAD RIGHT OF WAY IN SECTION 34, TOWNSHIP 29 SOUTH, RANGE 37 EAST, OF FLORIDA INDIAN RIVER LAND COMPANY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 165, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF LOT 42, GREENWOOD PLANTATION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 28, PAGES 95-96, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND RUN S89°46'51"W ALONG THE NORTH LINE OF LOTS 18 THROUGH 26, OF SAID GREENWOOD PLANTATION, A DISTANCE OF 756.38 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE NORTH LINE OF SAID LOTS 18 THROUGH 26 AND THE SOUTH LINE OF THE NORTH 660 FEET OF SAID LOT 9, S89°46'51"W, A DISTANCE OF 353.73 FEET, TO THE EAST RIGHT OF WAY OF BABCOCK STREET; THENCE N00°35'28"E A DISTANCE OF 330.03 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF PLANTATION CIRCLE ACCORDING TO PLAT OF SAID GREENWOOD PLANTATION; THENCE N89°46'51"E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 353.73; THENCE S00°35'28"W, A DISTANCE OF 330.03 FEET TO THE POINT OF BEGINNING. CONTAINING 2.68 ACRES MORE OR LESS.

SKETCH OF DESCRIPTION ONLY! THIS IS NOT A SURVEY!

**AAL LAND SURVEYING SERVICES, INC.**

<b>SKETCH OF DESCRIPTION</b>	1. THIS SKETCH AND DRAWING HAVE BEEN PREPARED TO CONFORM WITH APPLICABLE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. 2. BEARINGS ARE BASED ON ASSUMED DATUM AND ON THE LINE SHOWN AS BEING THE BASIS OF BEARINGS.	<b>LEGEND</b> B.B. = BASIS OF BEARINGS
JOB # 33811-1	<b>ANDREW W. POWSHOK</b> P.L.S. No. 5383	3970 MINTON ROAD WEST MELBOURNE, FL 32904 (321) 768-8110
DATE: 07-13-2015 SECTION 34, TOWNSHIP 29S, RANGE 37E		
L.B. #6623		





DESCRIPTION: A PORTION OF THE SOUTH 330 FEET OF THE NORTH 660 FEET OF LOT 9 IN SECTION 34, TOWNSHIP 29 SOUTH, RANGE 37 EAST, OF FLORIDA INDIAN RIVER LAND COMPANY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 165, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF LOT 42, GREENWOOD PLANTATION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 28, PAGES 95-96, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND RUN S89°46'51"W ALONG THE NORTH LINE OF LOTS 20 THROUGH 26, OF SAID GREENWOOD PLANTATION, A DISTANCE OF 554.64 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE NORTH LINE OF SAID LOTS 20 THROUGH 26 AND THE SOUTH LINE OF THE NORTH 660 FEET OF SAID LOT 9, S89°46'51"W, A DISTANCE OF 228.40 FEET; THENCE N00°35'28"E A DISTANCE OF 330.03 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF PLANTATION CIRCLE ACCORDING TO PLAT OF SAID GREENWOOD PLANTATION; THENCE N89°46'51"E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 228.40; THENCE S00°35'28"W, A DISTANCE OF 330.03 FEET TO THE POINT OF BEGINNING. CONTAINING 1.73 ACRES MORE OR LESS.

SKETCH OF DESCRIPTION ONLY! THIS IS NOT A SURVEY!

## AAL LAND SURVEYING SERVICES, INC.

<b>SKETCH OF DESCRIPTION</b>	1. THIS SKETCH AND DRAWING HAVE BEEN PREPARED TO CONFORM WITH APPLICABLE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.	<b>LEGEND</b> B.B.= BASIS OF BEARINGS
JOB # 33811-2	2. BEARINGS ARE BASED ON ASSUMED DATUM AND ON THE LINE SHOWN AS BEING THE BASIS OF BEARINGS.	
DATE: 07-13-2015 SECTION 34, TOWNSHIP 29S, RANGE 37E	<b>ANDREW W. POWSHOK</b> P.L.S. No. 8383	3970 MINTON ROAD WEST MELBOURNE, FL 32904 (321) 768-8110
L.B. #6623		



**CITY OF PALM BAY, FLORIDA**  
**PLANNING AND ZONING BOARD/**  
**LOCAL PLANNING AGENCY**  
**REGULAR MEETING NO. 2016-08**

Held on Wednesday, August 3, 2016, in the City Hall Council Chambers, 120 Malabar Road SE, Palm Bay, Florida.

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

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

Mr. William Pezzillo led the Pledge of Allegiance to the Flag.

**ROLL CALL:**

<b>CHAIRPERSON:</b>	Philip Weinberg	Present
<b>VICE CHAIRPERSON:</b>	Wendall Stroder	Present
<b>MEMBER:</b>	Leeta Jordan	Present
<b>MEMBER:</b>	Khalilah Maragh	Present
<b>MEMBER:</b>	William Pezzillo	Present
<b>MEMBER:</b>	Rainer Warner	Absent (Excused)
<b>MEMBER:</b>	Thomas "Woody" Woodrum	Present
<b>MEMBER:</b>	Michele Quinn (School Board Appointee)	Present

**CITY STAFF:** Present were Mr. Stuart Buchanan, Growth Management Director; Mr. Patrick Murphy, Assistant Growth Management Director; Mr. Robert Loring, Planner; Ms. Chandra Powell, Growth Management Recording Secretary; Mr. James Stokes, Board Attorney.

**ADOPTION OF MINUTES:**

1. Regular Planning and Zoning Board/Local Planning Agency Meeting No. 2016-07. Motion by Mr. Pezzillo, seconded by Mr. Stroder to approve the minutes as presented. The motion carried with members voting unanimously.

**ANNOUNCEMENTS:**

1. At staff's request, the board agreed to hear Case V-21-2016 (Eric Hamid) as the first case on the agenda.



2. CP-21-2016 – WEST POINTE BABCOCK, LLC (STEPHEN BURCH)

Mr. Stephen Burch (applicant) requested a continuance of Case CP-21-2016 to allow substantial changes to the proposal.

Mr. Weinberg stated that in deference to the area residents in attendance, the case would be heard.

Mr. Murphy presented the staff report. The applicant had requested a Comprehensive Plan Future Land Use Map small scale amendment from Single Family Residential Use to Commercial Use. Staff recommended Case CP-21-2016 for denial.

Mr. Burch indicated that he was perplexed that a small, commercial project on Babcock Street would be considered incompatible with adjacent land uses. Based on the staff report, other commercial properties existed in the area, and the property was in a growth management area to receive major infrastructure improvements. He assured the board that a future site plan would have to be reviewed by the board so that appropriate conditions such as buffering could later be added.

The floor was opened for public comments.

Mr. James Roberts (resident of Plantation Subdivision) spoke against the request. He noted that the subject site was located within the residential subdivision and could only be accessed by Plantation Circle SE, a closed residential street.

Mr. Craig LaVanture (resident at Pueblo Street SE) spoke against the request. A proposed commercial development would cause an increase in traffic that would affect the streets and school zone within a quarter of a mile along Babcock Street.

Mr. Kenneth Johnson (resident of Plantation Subdivision) spoke against the request. He described how his quality of life and sense of community would be negatively impacted by allowing commercial development on Plantation Circle.

The floor was closed for public comments and there were 31 letters in the file in opposition to the request including an 82-signature petition.



Mr. Weinberg stated that he was a proponent of commercial development, but there was more than sufficient commercial land north and south of the site, and Plantation Subdivision was a unique, rural residential neighborhood that should be protected.

Motion by Mr. Pezzillo, seconded by Mr. Stroderd to submit Case CP-21-2016 to City Council for approval of a Comprehensive Plan Future Land Use Map small scale amendment from Single Family Residential Use to Commercial Use. The motion was denied with members voting as follows:

Mr. Weinberg	Nay
Mr. Stroderd	Nay
Ms. Jordan	Nay
Ms. Maragh	Nay
Mr. Pezzillo	Nay
Mr. Woodrum	Nay

City Council will hear Case CP-21-2016 on September 1, 2016.

3. CPZ-21-2016 – WEST POINTE BABCOCK, LLC (STEPHEN BURCH)

Mr. Murphy presented the staff report for Case CPZ-21-2016. The applicant had requested a zoning amendment from an RR, Rural Residential District to a CC, Community Commercial District. Based on the denial of Case CP-21-2016, the companion land use request, staff recommended Case CPZ-21-2016 for denial.

Mr. Stephen Burch (applicant) was present.

Motion by Mr. Pezzillo, seconded by Mr. Stroderd to submit Case CPZ-21-2016 to City Council for approval of a zoning amendment from an RR, Rural Residential District to a CC, Community Commercial District. The motion was denied with members voting as follows:

Mr. Weinberg	Nay
Mr. Stroderd	Nay
Ms. Jordan	Nay
Ms. Maragh	Nay
Mr. Pezzillo	Nay
Mr. Woodrum	Nay



## **ORDINANCE NO. 2016-60**

**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 an adoption hearing on an amendment to the Comprehensive Plan on August 3, 2016, after public notice, and

**WHEREAS**, the City Council of the City of Palm Bay, pursuant to Chapter 163, Florida Statutes, held an adoption hearing on an amendment to the Comprehensive Plan on September 1, 2016, after public notice, and

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

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

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

Commence at the southwest corner of Lot 42, Greenwood Plantation, according to the plat thereof, as recorded in Plat Book 28, Pages 95-96, of the Public Records of Brevard County, Florida, and run S 89°46'51" W along the north line of Lots 18 through 26, of said Greenwood Plantation, a distance of 756.38 feet, to the Point of Beginning; thence continue along the north line of said Lots 18 through 26 and the south line of the north 660 feet of said Lot 9, S 89°46'51" W, a distance of 353.73 feet, to the east right-of-way of Babcock Street; thence N 00°35'28" E, a distance of 330.03 feet to a point on the south right-of-way line of Plantation Circle, according to the plat of said Greenwood Plantation; thence N 89°46'51" E, along said south right-of-way line, a distance of 353.73; thence S 00°35'28" W, a distance of 330.03 feet to the Point of Beginning; containing 2.68 acres, more or less.



TOGETHER WITH:

Commence at the southwest corner of Lot 42, Greenwood Plantation, according to the plat thereof as recorded in Plat Book 28, Pages 95-96, of the Public Records of Brevard County, Florida, and run S 89°46'51" W along the north line of Lots 20 through 26, of said Greenwood Plantation, a distance of 554.65 feet, to the Point of Beginning; thence continue along the north line of said Lots 20 through 26 and the south line of the north 660 feet of said Lot 9, S 89°46'51" W, a distance of 228.40 feet; thence N 00°35'28" E, a distance of 330.03 feet, to a point on the south right-of-way line of Plantation Circle, according to plat of said Greenwood Plantation; thence N 89°46'51" E, along said south right-of-way line, a distance of 228.40; thence S 00°35'28" W, a distance of 330.03 feet to the Point of Beginning; containing 1.73 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.** The provisions within this ordinance shall take effect thirty-one (31) days from the enactment date.

Read in title only and duly enacted at Meeting No. 2016-23, held on September 1, 2016.

---

William Capote, MAYOR

ATTEST:

---

Terese M. Jones, CITY CLERK

\*Only one reading required pursuant to Chapter 163, Florida Statutes.

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



**TO VIEW CORRESPONDENCE  
ON THIS ITEM, PLEASE REFER  
TO THE SEPARATE LINK ON  
THE CITY'S WEBSITE.**





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

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

**DATE:** September 15, 2016

**SUBJECT:** Rezoning Request – West Pointe Babcock, LLC

As you may recall, the above request was scheduled for the September 1<sup>st</sup> regular Council meeting. Council voted to continue the item at the applicant's request.

West Pointe Babcock, LLC (Stephen Burch, Esquire, representative) has submitted an application to rezone property from RR (Rural Residential District) to CC (Community Commercial District). The property is located at the southeast corner of Babcock Street and Plantation Circle, and contains 4.41 acres, more or less.

**Staff Conclusion:**

The Board and City Council must determine if the uses allowed within the Community Commercial District zoning would be compatible with the surrounding area. Should Case No. CP-21-2016 be denied, the rezoning request would be incompatible with the subject property's Future Land Use designation of Single Family Residential.

**Planning and Zoning Board Recommendation:**

Unanimous denial of the request.

Ordinance No. 2016-61 has been prepared for consideration at tonight's meeting. If you should have any questions, please advise.

/tjl

Attachments

Case No. CPZ-21-2016





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) West Pointe Babcock, LLC  
ADDRESS c/o Smith & Associates 1499 S. Harbor City Blvd, Ste. 202  
CITY Melbourne STATE FL ZIP 32901  
PHONE # 321-676-5555 FAX # 321-676-5558  
E-MAIL ADDRESS stephen@smithlawtlh.com

2) COMPLETE LEGAL DESCRIPTION OF PROPERTY COVERED BY APPLICATION

See attached exhibits A-1 and A-2

SECTION 34 TOWNSHIP 29S RANGE 37E

3) SIZE OF AREA COVERED BY THIS APPLICATION (calculate acreage): 4.41

4) ZONE CLASSIFICATION AT PRESENT (ex.: RS-2, CC, etc.) RR

5) ZONE CLASSIFICATION DESIRED (ex.: IU, LI, etc.): CC

6) ARE ANY STRUCTURES NOW LOCATED ON THE PROPERTY? NO

7) JUSTIFICATION FOR REZONING: Fronts a major roadway

8) PRESENT USE OF THE PROPERTY: Vacant

9) INTENDED USE OF PROPERTY: Commercial

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".



**CITY OF PALM BAY, FLORIDA  
REZONING APPLICATION  
PAGE 2 OF 2**

  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: Brevard County Property Appraiser

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

  X   WHERE PROPERTY IS NOT OWNED BY THE APPLICANT, A LETTER MUST BE ATTACHED GIVING THE NOTARIZED CONSENT OF THE OWNER FOR THE APPLICANT TO REQUEST THE 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** 6-30-16

**Printed Name of Applicant**

Stephen Burch, for West Pointe Babcock, LLC

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



**WEST POINTE BABCOCK, LLC**  
1135 Kane Concourse, Third Floor  
Bay Harbor Islands, Florida 33154

June 21, 2016

City of Palm Bay

Please be advised that Smith & Associates, through its attorneys, are authorized to submit a rezoning application on behalf of West Pointe Babcock, LLC and represent it in any proceedings related to said application.

WEST POINTE BABCOCK LLC  
By: Westco Development, a Manager

By: [Signature]  
Brian West

STATE OF FLORIDA

COUNTY OF MARTIN

BEFORE ME, the undersigned authority, personally appeared Brian West who is the managing member of Westco Development, a manager, who is personally known to me, or who produced \_\_\_\_\_ as identification, and who did/did not take an oath.

SWORN TO AND SUBSCRIBED before me this 23<sup>rd</sup> day of JUNE, 2016.

[Signature]  
NOTARY PUBLIC



KAREN M PHELPS  
MY COMMISSION # EE 216796  
EXPIRES: July 16, 2016  
Bonded Thru Budget Notary Services



*CITY OF PALM BAY*

# LAND DEVELOPMENT DIVISION STAFF REPORT

## APPLICATION

- PROPOSAL:** Rezoning from the RR, Rural Residential Zoning District to the CC, Community Commercial Zoning District.
- LOCATION:** The property is located at the SE corner of the intersection of Babcock Street SE and Plantation Circle SE. Specifically; the subject property is the west 4.41 acres of Tax Parcel 506.1, of Section 34, Township 29 South, and Range 37 East, Brevard County, Florida.
- APPLICANT:** West Pointe Babcock, LLC. (Stephen Burch, Esquire Representing)

## SITE DATA

- PRESENT ZONING:** RR, Rural Residential
- ACREAGE:** 4.41 acres ( $\pm$ )
- DENSITY:** One (1) Unit Per Acre
- ADJACENT ZONING & LAND USE:**
- |   |    |  |
|---|----|--|
| N | -- | RR, Rural Residential; Single Family Homes     |
| E | -- | RR, Rural Residential; Vacant Residential Land |
| S | -- | RR, Rural Residential; Single Family Homes     |
| W | -- | RR, Rural Residential; Babcock Street SE       |
- WATER & SEWER:** City Water & Sewer Available
- TRAFFIC COUNTS:** Not Available
- FLOOD ZONE:** X, Area outside the 500-year flood zone
- COMPLIANCE WITH THE COMPREHENSIVE PLAN:** Yes, Subject to Approval of Case No. CP-21-2016



BACKGROUND:

1. The property is located at the SE corner of the intersection of Babcock Street SE and Plantation Circle SE. Specifically; the subject property is the west 4.41 acres of Tax Parcel 506.1, of Section 34, Township 29 South, and Range 37 East, Brevard County, Florida.
2. The adjacent zoning and land uses are as follows:

<u>NORTH:</u>	RR, Rural Residential; Single Family Homes
<u>EAST:</u>	RR, Rural Residential; Vacant Residential Land
<u>SOUTH:</u>	RR, Rural Residential; Single Family Homes
<u>WEST:</u>	RR, Rural Residential; Babcock Street SE

3. The applicant requests a rezoning from the RR, Rural Residential Zoning District to the CC, Community Commercial Zoning District. The applicant for this request is West Point Babcock, LLC. The applicant will be represented by the Law Firm of Smith & Associates.
4. On September 2, 2015 the applicant appeared before the Palm Bay Planning and Zoning Board with the same request, represented by a different Law Firm. Due to the Board's denial of the land use amendment, they also voted to deny the request. On December 17, 2015 the request was withdrawn before it was heard by the Palm Bay City Council.

ANALYSIS:

1. The property is presently vacant, residentially-zoned land. It is completely surrounded by RR Zoning, consisting mostly of developed, rural single family residential properties. As stated in the staff report for Case No. CP-21-2016, the applicant is requesting the rezoning in order to allow for future commercial uses upon the property.
2. The primary access to the property would be from Babcock Street SE. Secondary access from Plantation Circle SE, if the rezoning is approved, would only be permitted for the corner lot. Plantation Circle is a local residential street and commercial traffic would not be permitted upon this road to access the interior lot, per Section 185.130 of the Code of Ordinances. Therefore, internal cross-access would be required through both properties.
3. The purpose of the CC, Community Zoning District is to provide commercial areas that are primarily located in or near the intersection of arterial roadways; to designate those uses and services deemed appropriate and proper for location along a major thoroughfare; and to establish such development standards and provisions as are appropriate to ensure proper functioning of uses within the district. Based upon the analysis provided for in Case No. CP-21-2016, staff believes this request would not further this purpose.



STAFF CONCLUSION:

The Planning & Zoning Board and City Council must determine if the uses allowed within the CC, Community Commercial Zoning District would be compatible with the surrounding area. Should Case No. CP-21-2016 be denied, the rezoning request would be incompatible with the subject property's Future Land Use Designation of Single Family Residential.





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

Map created by the Land Development Division



**CASE NO. CP-21-2016 & CPZ-21-2016**





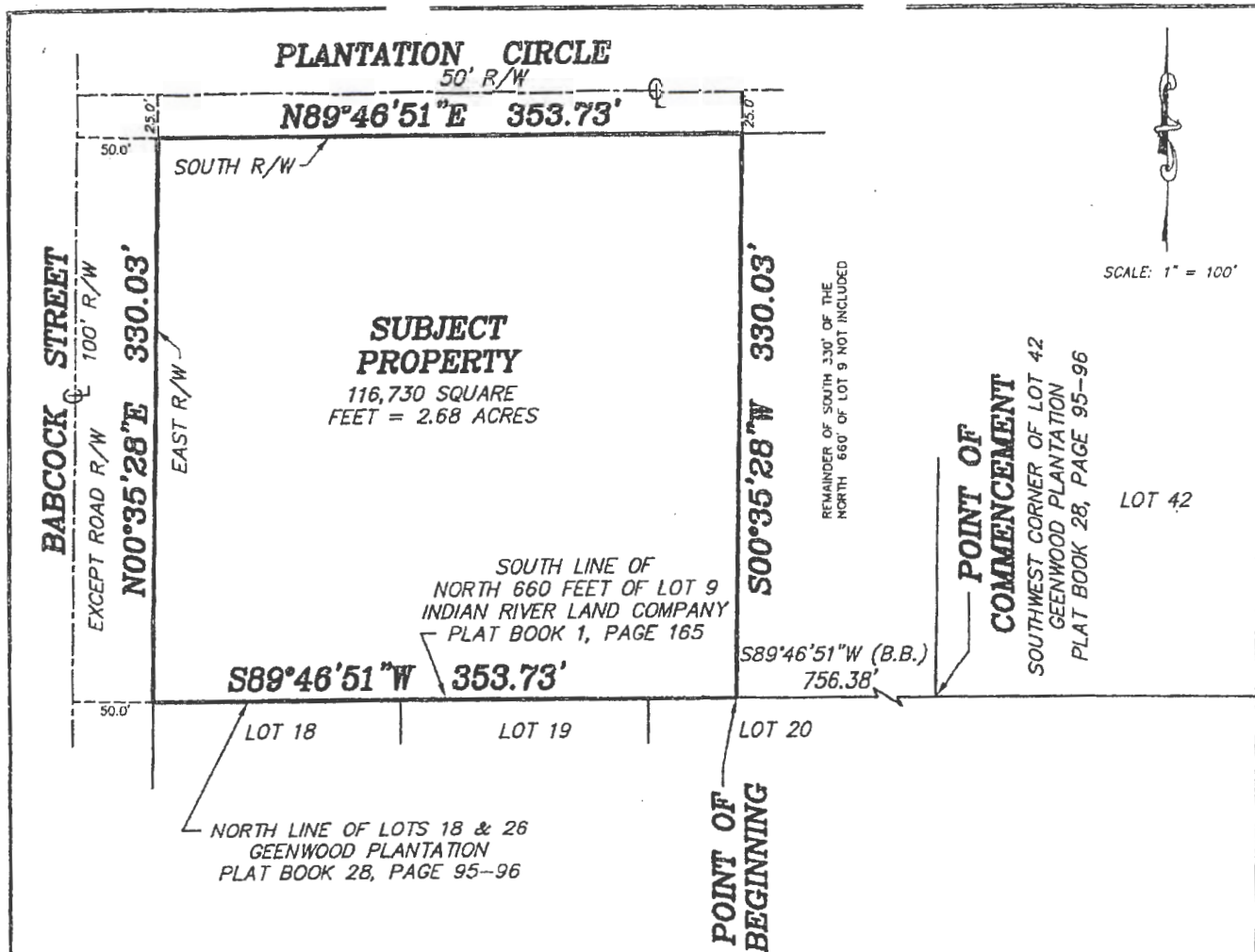
Map for illustrative purposes only. Not to be construed  
as binding or as a survey.

Map created by the Land Development Division



**CASE NO. CPZ-21-2016**





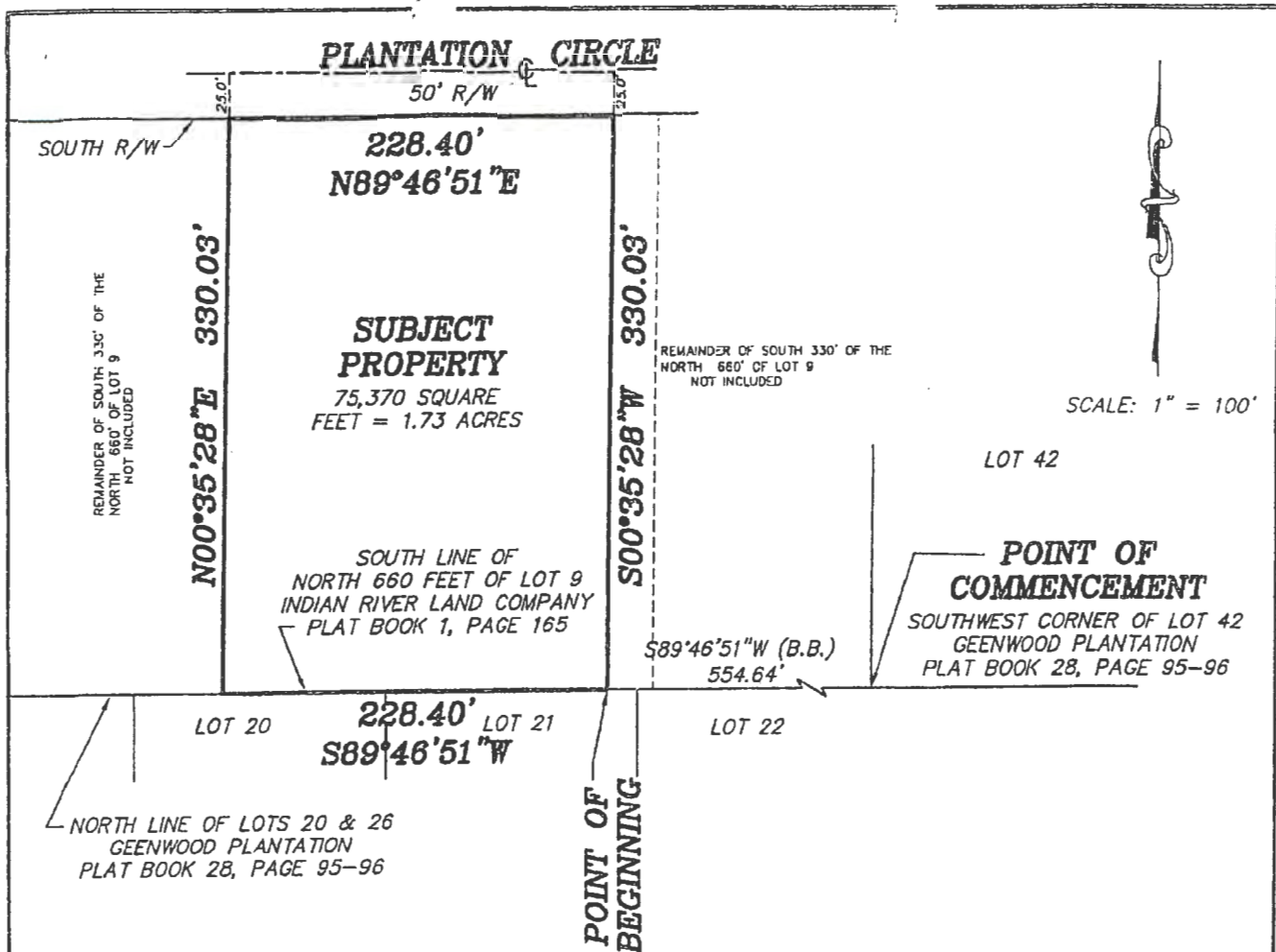
DESCRIPTION: A PORTION OF THE SOUTH 330 FEET OF THE NORTH 660 FEET OF LOT 9 EXCEPT ROAD RIGHT OF WAY IN SECTION 34, TOWNSHIP 29 SOUTH, RANGE 37 EAST, OF FLORIDA INDIAN RIVER LAND COMPANY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 165, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF LOT 42, GREENWOOD PLANTATION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 28, PAGES 95-96, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND RUN S89°46'51"W ALONG THE NORTH LINE OF LOTS 18 THROUGH 26, OF SAID GREENWOOD PLANTATION, A DISTANCE OF 756.38 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE NORTH LINE OF SAID LOTS 18 THROUGH 26 AND THE SOUTH LINE OF THE NORTH 660 FEET OF SAID LOT 9, S89°46'51"W, A DISTANCE OF 353.73 FEET, TO THE EAST RIGHT OF WAY OF BABCOCK STREET; THENCE N00°35'28"E A DISTANCE OF 330.03 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF PLANTATION CIRCLE ACCORDING TO PLAT OF SAID GREENWOOD PLANTATION; THENCE N89°46'51"E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 353.73; THENCE S00°35'28"W, A DISTANCE OF 330.03 FEET TO THE POINT OF BEGINNING. CONTAINING 2.68 ACRES MORE OR LESS.

SKETCH OF DESCRIPTION ONLY! THIS IS NOT A SURVEY!

# AAL LAND SURVEYING SERVICES, INC.

<b>SKETCH OF DESCRIPTION</b>	1. THIS SKETCH AND DRAWING HAVE BEEN PREPARED TO CONFORM WITH APPLICABLE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. 2. BEARINGS ARE BASED ON ASSUMED DATUM AND ON THE LINE SHOWN AS BEING THE BASIS OF BEARINGS	<b>LEGEND</b> B.B.= BASIS OF BEARINGS
JOB # 33811-1	<b>ANDREW W. POWSHOK</b> P.L.S. No. 5383	
DATE: 07-13-2015 SECTION 34, TOWNSHIP 29S, RANGE 37E		
L.B. #6623	3970 MINTON ROAD WEST MELBOURNE, FL. 32904 (321) 768-8110	





DESCRIPTION: A PORTION OF THE SOUTH 330 FEET OF THE NORTH 660 FEET OF LOT 9 IN SECTION 34, TOWNSHIP 29 SOUTH, RANGE 37 EAST, OF FLORIDA INDIAN RIVER LAND COMPANY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 165, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF LOT 42, GREENWOOD PLANTATION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 28, PAGES 95-96, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND RUN S89°46'51"W ALONG THE NORTH LINE OF LOTS 20 THROUGH 26, OF SAID GREENWOOD PLANTATION, A DISTANCE OF 554.64 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE NORTH LINE OF SAID LOTS 20 THROUGH 26 AND THE SOUTH LINE OF THE NORTH 660 FEET OF SAID LOT 9, S89°46'51"W, A DISTANCE OF 228.40 FEET; THENCE N00°35'28"E A DISTANCE OF 330.03 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF PLANTATION CIRCLE ACCORDING TO PLAT OF SAID GREENWOOD PLANTATION; THENCE N89°46'51"E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 228.40; THENCE S00°35'28"W, A DISTANCE OF 330.03 FEET TO THE POINT OF BEGINNING. CONTAINING 1.73 ACRES MORE OR LESS.

SKETCH OF DESCRIPTION ONLY! THIS IS NOT A SURVEY!

**AAL LAND SURVEYING SERVICES, INC.**

**SKETCH OF DESCRIPTION**

1. THIS SKETCH AND DRAWING HAVE BEEN PREPARED TO CONFORM WITH APPLICABLE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
2. BEARINGS ARE BASED ON ASSUMED DATUM AND ON THE LINE SHOWN AS BEING THE BASIS OF BEARINGS.

JOB # 33811-2

DATE: 07-13-2015  
SECTION 34, TOWNSHIP 29S, RANGE 37E

L.B. #6623

ANDREW W. POWSHOK  
P.L.S. No. 5383

3970 MINTON ROAD  
WEST MELBOURNE, FL 32904  
(321) 768-8110

LEGEND  
B.B. = BASIS OF BEARINGS



**CITY OF PALM BAY, FLORIDA**  
**PLANNING AND ZONING BOARD/**  
**LOCAL PLANNING AGENCY**  
**REGULAR MEETING NO. 2016-08**

Held on Wednesday, August 3, 2016, in the City Hall Council Chambers, 120 Malabar Road SE, Palm Bay, Florida.

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

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

Mr. William Pezzillo led the Pledge of Allegiance to the Flag.

**ROLL CALL:**

<b>CHAIRPERSON:</b>	Philip Weinberg	Present
<b>VICE CHAIRPERSON:</b>	Wendall Stroder	Present
<b>MEMBER:</b>	Leeta Jordan	Present
<b>MEMBER:</b>	Khalilah Maragh	Present
<b>MEMBER:</b>	William Pezzillo	Present
<b>MEMBER:</b>	Rainer Warner	Absent (Excused)
<b>MEMBER:</b>	Thomas "Woody" Woodrum	Present
<b>MEMBER:</b>	Michele Quinn (School Board Appointee)	Present

**CITY STAFF:** Present were Mr. Stuart Buchanan, Growth Management Director; Mr. Patrick Murphy, Assistant Growth Management Director; Mr. Robert Loring, Planner; Ms. Chandra Powell, Growth Management Recording Secretary; Mr. James Stokes, Board Attorney.

**ADOPTION OF MINUTES:**

1. Regular Planning and Zoning Board/Local Planning Agency Meeting No. 2016-07. Motion by Mr. Pezzillo, seconded by Mr. Stroder to approve the minutes as presented. The motion carried with members voting unanimously.

**ANNOUNCEMENTS:**

1. At staff's request, the board agreed to hear Case V-21-2016 (Eric Hamid) as the first case on the agenda.



Mr. Weinberg stated that he was a proponent of commercial development, but there was more than sufficient commercial land north and south of the site, and Plantation Subdivision was a unique, rural residential neighborhood that should be protected.

Motion by Mr. Pezzillo, seconded by Mr. Stroderd to submit Case CP-21-2016 to City Council for approval of a Comprehensive Plan Future Land Use Map small scale amendment from Single Family Residential Use to Commercial Use. The motion was denied with members voting as follows:

Mr. Weinberg	Nay
Mr. Stroderd	Nay
Ms. Jordan	Nay
Ms. Maragh	Nay
Mr. Pezzillo	Nay
Mr. Woodrum	Nay

City Council will hear Case CP-21-2016 on September 1, 2016.

3. CPZ-21-2016 – WEST POINTE BABCOCK, LLC (STEPHEN BURCH)

Mr. Murphy presented the staff report for Case CPZ-21-2016. The applicant had requested a zoning amendment from an RR, Rural Residential District to a CC, Community Commercial District. Based on the denial of Case CP-21-2016, the companion land use request, staff recommended Case CPZ-21-2016 for denial.

Mr. Stephen Burch (applicant) was present.

Motion by Mr. Pezzillo, seconded by Mr. Stroderd to submit Case CPZ-21-2016 to City Council for approval of a zoning amendment from an RR, Rural Residential District to a CC, Community Commercial District. The motion was denied with members voting as follows:

Mr. Weinberg	Nay
Mr. Stroderd	Nay
Ms. Jordan	Nay
Ms. Maragh	Nay
Mr. Pezzillo	Nay
Mr. Woodrum	Nay



There were 31 letters in the file in opposition to the request including an 82-signature petition.

City Council will hear Case CPZ-21-2016 on September 1, 2016.

**OTHER BUSINESS:**

There was no other business discussed.

**ADJOURNMENT:**

The meeting was adjourned at approximately 11:13 p.m.

---

Philip Weinberg, CHAIRMAN

Attest:

---

Chandra Powell, SECRETARY

☞ Indicates item was considered out of sequence



## **ORDINANCE NO. 2016-61**

**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 RR (RURAL RESIDENTIAL DISTRICT) TO CC (COMMUNITY COMMERCIAL DISTRICT); WHICH PROPERTY IS LOCATED AT THE SOUTHEAST INTERSECTION OF BABCOCK STREET AND PLANTATION CIRCLE, 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 RR (Rural Residential District) to CC (Community Commercial District), being legally described as follows:

Commence at the southwest corner of Lot 42, Greenwood Plantation, according to the plat thereof, as recorded in Plat Book 28, Pages 95-96, of the Public Records of Brevard County, Florida, and run S 89°46'51" W along the north line of Lots 18 through 26, of said Greenwood Plantation, a distance of 756.38 feet, to the Point of Beginning; thence continue along the north line of said Lots 18 through 26 and the south line of the north 660 feet of said Lot 9, S 89°46'51" W, a distance of 353.73 feet, to the east right-of-way of Babcock Street; thence N 00°35'28" E, a distance of 330.03 feet to a point on the south right-of-way line of Plantation Circle, according to the plat of said Greenwood Plantation; thence N 89°46'51" E, along said south right-of-way line, a distance of 353.73; thence S 00°35'28" W, a distance of 330.03 feet to the Point of Beginning; containing 2.68 acres, more or less.

**TOGETHER WITH:**

Commence at the southwest corner of Lot 42, Greenwood Plantation, according to the plat thereof as recorded in Plat Book 28, Pages 95-96, of the Public Records of Brevard County, Florida, and run S 89°46'51" W along the north line of Lots 20 through 26, of said Greenwood Plantation, a distance of 554.65 feet, to the Point of Beginning; thence continue along the north line of said Lots 20 through 26 and the south line of the north 660 feet of said Lot 9, S 89°46'51' W, a distance of 228.40 feet; thence N 00°35'28" E, a distance of 330.03 feet, to a point on the south right-of-way line of Plantation Circle, according to plat of said Greenwood Plantation; thence N 89°46'51" E, along said south right-of-way line, a distance of 228.40; thence S 00°35'28" W, a distance of 330.03 feet to the Point of Beginning; containing 1.73 acres, more or less.



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

**SECTION 3.** The provisions within this ordinance shall take effect immediately upon the enactment of Ordinance No. 2016-60.

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: West Pointe Babcock, LLC  
Case No.: CPZ-21-2016

cc: (date) Applicant  
Case File



**TO VIEW CORRESPONDENCE  
ON THIS ITEM, PLEASE REFER  
TO THE SEPARATE LINK ON  
THE CITY'S WEBSITE.**





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

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

**DATE:** September 15, 2016

**SUBJECT:** Comprehensive Plan Amendment – City of Palm Bay

The City of Palm Bay has submitted a request for a change to the Comprehensive Plan Future Land Use Map from Recreation and Open Space Use to Single Family Residential Use and Commercial Use on property located at the southeast corner of Rheine Road and Treu Terrace, and contains 4.54 acres, more or less.

**Staff Conclusion:**

Approval of the small scale Future Land Use amendment from Recreational and Open Space to Single Family Residential (1.58 acres) and Commercial (2.96 acres).

**Planning and Zoning Board Recommendation:**

Unanimous approval of the request.

Ordinance No. 2016-67 has been prepared for consideration at tonight's meeting. If you should have any questions, please advise.

tjl

Attachments

Case No. CP-15-2016





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

## COMPREHENSIVE PLAN OR FUTURE LAND USE MAP 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) City of Palm Bay (Growth Management Department)  
ADDRESS 120 Malabar Road SE  
CITY Palm Bay STATE FL ZIP 32907  
PHONE # (321) 733-3041 FAX # (321) 953-8920  
E-MAIL ADDRESS stuart.buchanan@palmbayflorida.org
- 2) COMPLETE LEGAL DESCRIPTION OF PROPERTY COVERED BY APPLICATION \_\_\_\_\_  
A portion of Tract A and all of Tract A.01, Port Malabar Country Club Unit 6  
\_\_\_\_\_  
SECTION 21 TOWNSHIP 28 RANGE 37
- 3) SIZE OF AREA COVERED BY THIS APPLICATION (calculate acreage): 1 acre
- 4) LAND USE CLASSIFICATION AT PRESENT OR PLAN SECTION AFFECTED (ex.: Commercial, Single Family, Policy CIE-1.1B, etc.): Recreation and Open Space Use
- 5) LAND USE CLASSIFICATION DESIRED OR PROPOSED TEXT CHANGE: \_\_\_\_\_  
Single Family Residential Use and Commercial Use  
\_\_\_\_\_
- 6) PRESENT USE OF THE PROPERTY: Undeveloped land
- 7) ARE ANY STRUCTURES NOW LOCATED ON THE PROPERTY: No
- 8) HAS A REZONING APPLICATION BEEN FILED IN CONJUNCTION WITH THIS APPLICATION:  
Case CPZ-15-2016

(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 OR FUTURE LAND USE MAP AMENDMENT APPLICATION  
PAGE 2 OF 3


- 9) JUSTIFICATION FOR CHANGE (attach additional sheets containing supporting documents and evidence if necessary): Current land use designation does not permit the intended use.
- 10) SPECIFIC USE INTENDED FOR PROPERTY: Residential and commercial use.
- 11) THE FOLLOWING PROCEDURES AND ENCLOSURES ARE REQUIRED TO COMPLETE THIS APPLICATION FOR AN AMENDMENT TO THE COMPREHENSIVE PLAN OR FUTURE LAND USE MAP:
- N/A \*Application Fee. Make check payable to "City of Palm Bay."
- ☐ Large Scale Map Amendment (10 acres or more) \$1,800.00      ☐ Text Amendment (Comp. Plan) \$1,600.00
- ☒ Small Scale Map Amendment (Less than 10 acres) \$1,000.00      ☐ Special Amendment Cycle \$4,000.00
- X Property map showing adjacent properties and clearly outlining the subject parcel (for land use amendment(s)).
- X 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](http://www.bcpao.us/paohome.asp)). List shall be legible and the source of that information stated here: Brevard County Property Appraiser website
- X Sign(s) posted on the subject property. Refer to [Section 51.07\(C\)](#) of the Legislative Code for guidelines.
- N/A 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.
- N/A 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 OR FUTURE LAND USE MAP AMENDMENT.
- N/A 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 OR FUTURE LAND USE MAP 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 OR FUTURE LAND USE MAP AMENDMENT APPLICATION AND THAT THE FACTS STATED IN IT ARE TRUE.**

**Signature of Applicant**  **Date** August 1, 2016  
**Printed Name of Applicant** Stuart Buchanan, Growth Management Director

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





DATE: September 7, 2016  
CASE #: CP-15-2016

*CITY OF PALM BAY*

# LAND DEVELOPMENT DIVISION STAFF REPORT

## COMPREHENSIVE PLAN AMENDMENT APPLICATION

**PROPOSAL:** A Comprehensive Plan Future Land Use Map small scale amendment from Recreation and Open Space Use to Single Family Residential Use and Commercial Use.

**LOCATION:** Tract E, Port Malabar Unit 48, Section 24, Township 28, Range 36, Brevard County, Florida. (Located at the southeast intersection of Rheine Road NW and Treu Terrace NW)

**APPLICANT:** City of Palm Bay (Growth Management Department)

## SITE DATA

**PRESENT ZONING:** RS-2 Single Family Residential

**FUTURE LAND USE  
DESIGNATION:** Recreation Open Space

**ACREAGE:** 4.54 acres, more or less

### ADJACENT ZONING

**& USE OF LAND:**

- N** -- RS-2 Single Family Residential; Vacant Residential Lot
- E** -- CC Community Commercial; Retail Store/Repair Shop
- S** -- IU Institutional Use; Air Force Annex - Airfield
- W** -- RS-2 Single Family Residential; Single Family Residential Dwelling



**BACKGROUND:**

The subject parcel is surplus by the City to fund road maintenance.

**ANALYSIS:**

The amendment from Recreational Open Space to Single Family Residential Use will bring the Future Land Use into conformity with the RS-2 Single Family Residential Zoning.

**Availability of Public Facilities and Services:**

**Potable Water:**

The subject property is located in the City of Palm Bay Service Area. City Utilities reports that it has excess capacity available for future residential use.

**Sanitary Sewer:**

The subject property is located within City of Palm Bay's sanitary sewer service area. City Utilities reports that it does not have sewer service available to this parcel at this time.

**Solid Waste:**

Waste Management provides solid waste collection and disposal for this area and adequate capacity exists to serve the land use proposed for the subject property.

**Parks & Recreation:**

The proposed land use amendment would not exceed existing park land level of service for the Planning Area.

**Drainage:**

Onsite Drainage Required as per Land Development Regulations.

**Transportation:**

The proposed amendment is below the 1% di minimis threshold.

**Public Schools:**

The proposed amendment is less than the 25 acre di minimis threshold.

**Environmental Resources:**

Any future use will require review and compliance with all relevant City regulations, including environmental review as required.

**Coastal High Hazard Zone:**

The subject property is not located within the original Coastal High Hazard Zone nor the current surge area.

**Historic Resources:**

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



COMPREHENSIVE PLAN REQUIREMENTS:

For surplus sale to private individuals, it is required to remove the public Future Land Use category of Recreation Open Space and assign a Single Family Residential Future Land Use for consistency with the existing zoning district of RS-2, Single Family Residential.

STAFF CONCLUSION:

Recommend the proposed Small Scale Future Land Use amendment from Recreational Open Space to Single Family Residential (1.58 acres) and Commercial (2.96 acres) to the City Council for adoption.





CP-15-2016 & CPZ-15-2016



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



# Future Land Use Map



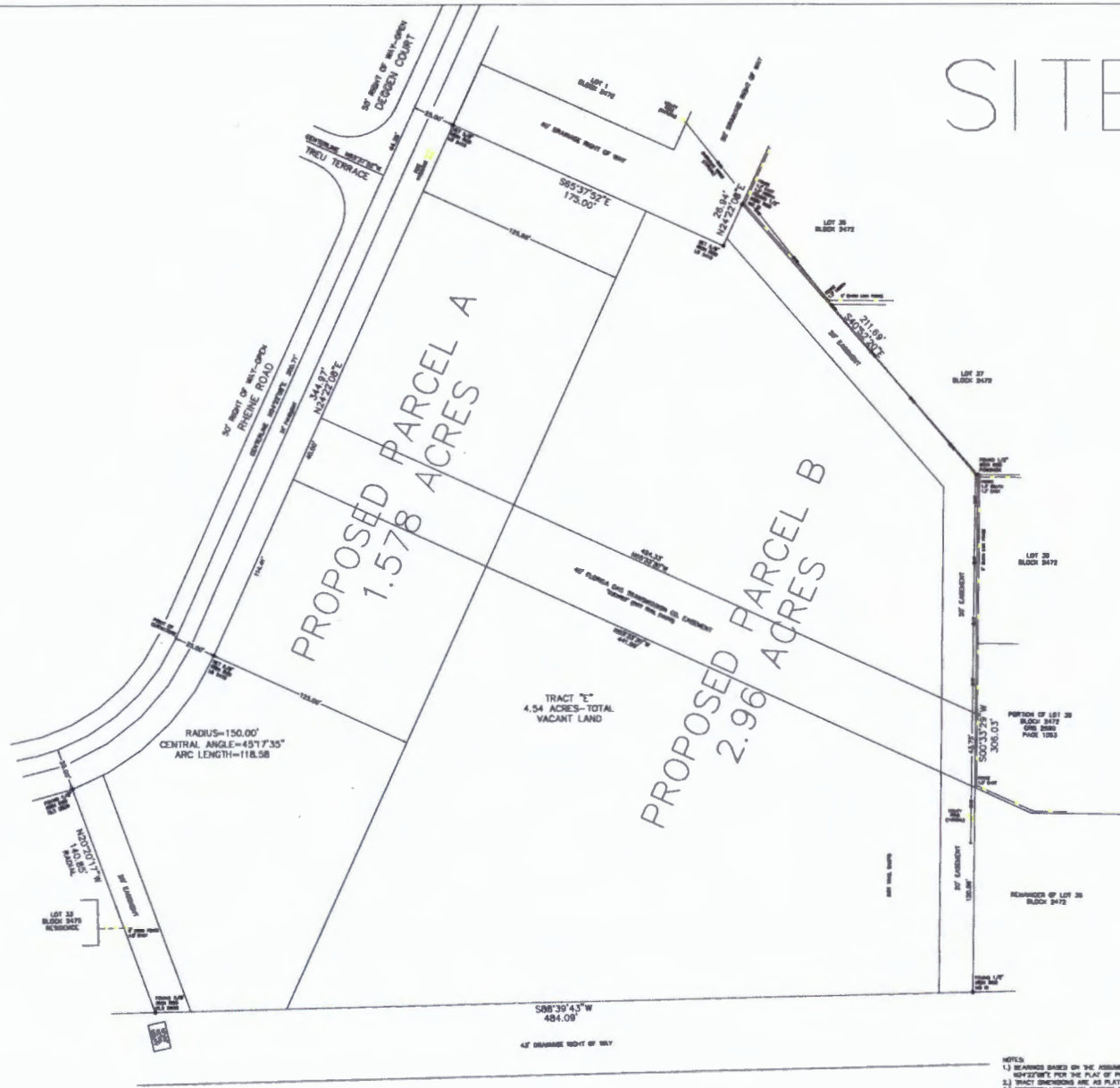
## PROPOSED Future Land Use Map



CP - 15 - 2016



# SITE PLAN



DESCRIPTION  
TRACT "E", PORT MALABAR UNIT FORTY EIGHT ACCORDING TO THE PLAT  
THEREOF AS RECORDED IN PLAT BOOK 22, PAGES 81 THRU 97 OF THE  
PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.



CERTIFIED TO:  
ROY C. AND PATRICIA SHELLMAN  
PENINSULA TITLE SERVICES, LLC  
FIDELITY NATIONAL TITLE INSURANCE COMPANY

SURVEY DATE: MAY 31, 2018 JOB NO: 18-148

SCALE: 1" = 30' FIELD BOOK: N/A PAGE: N/A

**WJS LAND SURVEYING, INC.**



**PLANNING AND ZONING BOARD  
RECOMMENDATIONS  
September 7, 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-15-2016 – CITY OF PALM BAY (GROWTH MANAGEMENT DEPARTMENT)**

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

Recommend the proposed small scale Future Land Use amendment from Recreational and Open Space to Single Family Residential (1.58 acres) and Commercial (2.96 acres) for adoption.

**Planning and Zoning Board Recommendation:**

Motion by Mr. Pezzillo, seconded by Ms. Maragh, to submit Case CP-15-2016 to City Council for approval of a Comprehensive Plan Future Land Use Map small scale amendment from Recreation and Open Space Use to Single Family Residential Use and Commercial Use. The motion carried with members voting unanimously.

**CPZ-15-2016 – CITY OF PALM BAY (GROWTH MANAGEMENT DEPARTMENT)**

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

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-15-2016.

**Planning and Zoning Board Recommendation:**

Motion by Mr. Pezzillo, seconded by Mr. Warner, to submit Case CPZ-15-2016 to City Council for approval of a zoning amendment from an RS-2, Single Family Residential District, to a CC, Community Commercial District. The motion carried with members voting unanimously.

/tjl



# **CORRESPONDENCE**



**Chandra Powell**

---

**From:** MIKE & TERRI LINDER <linder4@bellsouth.net>  
**Sent:** Thursday, June 30, 2016 3:38 PM  
**To:** Chandra Powell  
**Subject:** Case # CP-15-2016 planning and zoning Rheine Rd NW & Treu Terrace

**Case # CP-15-2016  
planning and zoning at Rheine NW & Treu Terrace**

Dear Sirs,

I received your notice to interested property owners of the land to be developed in the Palm Bay neighborhood off Rheine Rd and Treu NW.

I live at 1202 Deggen Ct NW. My concern with the new plans for development of this area are storm drainage and traffic control.

We have a culvert in front of our house that feeds into a small canal across the street. During big rain events the neighborhood runoff all drains into the drainage ditch in front of our home, through the culvert, and into the canal. The last couple storms we had in June the culvert was completely covered, and the canal overflowed its banks. The street was flooded as well. To add more drainage into that canal will cause even more water back up into our street and yard. This is a serious problem that needs to be addressed before new homes house are built. The canal simply is not big enough to accommodate more drainage.

The 2nd issue is traffic. Treu is the main entrance into our neighborhood and there are many cars that travel on this street. They also tend to speed because it is a long street. Rheine is the same way. Where will the entrance of this new development be?



I appreciate your attention to these concerns.

Thank you!

Teresa Linder

1202 Deggen Ct NW

Palm Bay, FL 32907

email: [linder4@bellsouthnet](mailto:linder4@bellsouthnet)

phone: 321-499-4790



## **ORDINANCE NO. 2016-67**

**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 an adoption hearing on an amendment to the Comprehensive Plan on September 7, 2016, after public notice, and

**WHEREAS**, the City Council of the City of Palm Bay, pursuant to Chapter 163, Florida Statutes, held an adoption hearing on an amendment to the Comprehensive Plan on September 15, 2016, after public notice, and

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

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

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

Tract "E", Port Malabar Unit 48, according to the plat thereof as recorded in Plat Book 22, Page 86, of the Public Records of Brevard County, Florida; Section 24, Township 28S, Range 36E; containing 4.54 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.** The provisions within this ordinance shall take effect thirty-one (31) days from the enactment date.

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

\_\_\_\_\_  
William Capote, MAYOR

ATTEST:

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

\*Only one reading required pursuant to Chapter 163, Florida Statutes.

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

Applicant: City of Palm Bay  
Case No.: CP-15-2016

cc: (date) Applicant  
Case File





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

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

**DATE:** September 15, 2016

**SUBJECT:** Rezoning Request – City of Palm Bay

The City of Palm Bay has submitted an application to rezone property from RS-2 (Single-Family Residential District) to CC (Community Commercial District). The property is located at the southeast corner of Rheine Road and Treu Terrace, and contains 2.96 acres, more or less.

**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-15-2016.

**Planning and Zoning Board Recommendation:**

Unanimous approval of the request.

Ordinance No. 2016-68 has been prepared for consideration at tonight's meeting. If you should have any questions, please advise.

/tjl

Attachments

Case No. CPZ-15-2016





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) City of Palm Bay (Growth Management Department)  
ADDRESS 120 Malabar Road SE  
CITY Palm Bay STATE FL ZIP 32907  
PHONE # (321) 733-3041 FAX # (321) 953-8920  
E-MAIL ADDRESS stuart.buchanan@palmbayflorida.org

2) COMPLETE LEGAL DESCRIPTION OF PROPERTY COVERED BY APPLICATION

A portion of Tract E, Port Malabar Unit 48

SECTION 24 TOWNSHIP 28 RANGE 36

3) SIZE OF AREA COVERED BY THIS APPLICATION (calculate acreage): 2.96 acres  
4) ZONE CLASSIFICATION AT PRESENT (ex.: RS-2, CC, etc.) RS-2, Single Family Residential District  
5) ZONE CLASSIFICATION DESIRED (ex.: IU, LI, etc.): CC, Community Commercial District  
6) ARE ANY STRUCTURES NOW LOCATED ON THE PROPERTY? No  
7) JUSTIFICATION FOR REZONING: To be used for commercial purposes  
8) PRESENT USE OF THE PROPERTY: Undeveloped land

9) INTENDED USE OF PROPERTY: Private commercial development

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

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

X 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".




CITY OF PALM BAY, FLORIDA  
REZONING APPLICATION  
PAGE 2 OF 2

- 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: Brevard County Property Appraiser website
- X Sign(s) posted on the subject property. Refer to Section 51.07(C) of the Legislative Code for guidelines.
- N/A 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.
- N/A 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 August 1, 2016

Printed Name of Applicant Stuart Buchanan, Growth Management Director

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





DATE: September 7, 2016  
CASE #: CPZ-15-2016

*CITY OF PALM BAY*

# LAND DEVELOPMENT DIVISION STAFF REPORT

## APPLICATION

- PROPOSAL:** A zoning amendment from an RS-2, Single Family Residential District to a CC, Community Commercial District.
- LOCATION:** A portion of Tract E, Port Malabar Unit 48, Section 24, Township 28, Range 36, Brevard County, Florida, containing 2.96 acres, more or less. (Located at the southeast intersection of Rheine Road NW and Treu Terrace NW).
- APPLICANT:** City of Palm Bay (Growth Management Department)

## SITE DATA

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

**ACREAGE:** 2.96 acres, more or less

**DENSITY:** Not applicable

### ADJACENT ZONING

**& LAND USE:**

- N** -- RS-1, Single Family Residential; w/ homes
- E** -- CC, Community Commercial; Dance Studio
- S** -- IU, Institutional Use; U.S.A.F transmitter annex
- W** -- RS-1, Single Family Residential; w/ homes

**WATER & SEWER:** Water and Sewer service available

**TRAFFIC COUNTS:** not available

**FLOOD ZONE:** Flood Zone designation 'X'

### COMPLIANCE WITH THE

**COMPREHENSIVE PLAN:** Yes- subject to approval of CP-15-2016



**BACKGROUND:**

The subject parcel has been deemed surplus land by the City which is to be sold to fund future road maintenance projects.

**ANALYSIS:**

The subject parcel is 2.96 acres (+/-). The property is a former public park site that is currently vacant. There exist no utilities on site, and the land is not slated for any future development as there exists a surplus of park designated properties that exceed City requirements.

**Availability of Public Facilities and Services:**

**Potable Water:**

The subject property is located in the City of Palm Bay service area. The Utilities department has stated that it has excess capacity available for future commercial use.

**Sanitary Sewer:**

The subject property is located in the City of Palm Bay sanitary sewer service area. The Utilities department has stated that it has excess capacity available for future commercial use.

**Solid Waste:**

Waste Management provides solid waste collection and disposal for this area and adequate capacity exists to serve the land use proposed for the subject property.

**Parks & Recreation:**

As previously stated, the Parks and Recreation department has no plans to develop the property.

**Drainage:**

The site is currently vacant and in its natural state. All necessary drainage and storm water systems will be provided on-site by the developer and approved during the site plan and land development review process.

**Transportation:**

Access to the site will be from the existing commercial property to the East along Minton Road, a designated arterial roadway. The proposed use is for an additional parking lot for the existing commercial development to the East. As no additional buildings are proposed at this time, the increase in traffic generation as a result of the parking lot addition is considered to be null. It should be noted that any future development or uses proposed for the site would require that the owner/applicant submit a new traffic study.

**Public Schools:**

Not applicable for the Community Commercial zoning district use.



**Environmental Resources:**

Any future use will require review and compliance with all relevant City regulations, including environmental review as required.

**Coastal High Hazard Zone:**

The subject property is not located within the original Coastal High Hazard Zone nor the current surge area.

**Historic Resources:**

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

**CODE REQUIREMENTS:**

The subject property proposed for rezoning to the Community Commercial zoning district is located in an established commercial corridor on an arterial roadway. It exceeds the minimum frontage, and lot size requirements for the CC zoning district. A cross-access agreement with the parent parcel for access to and from Minton Road is required as a part of the subdivision of land.

**STAFF CONCLUSION:**

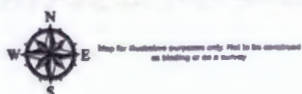
The Board and City Council must determine if the requested zoning category is compatible with the requested Future Land Use category identified in Case CP-15-2016.





SUBJECT PROPERTY

CP-15-2016 & CPZ-15-2016





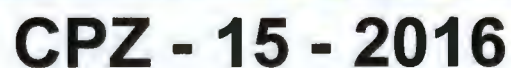
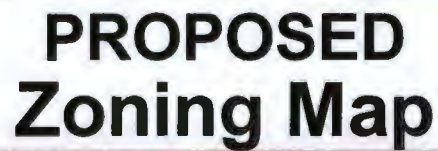


Map for illustrative purposes only. Not to be construed as binding or as a survey.

# ZONING MAP CPZ-15-2016









DESCRIPTION  
TRACT "E", PORT MALABAR UNIT FORTY EIGHT ACCORDING TO THE PLAT  
THEREOF AS RECORDED IN PLAT BOOK 22, PAGES 81 THRU 97 OF THE  
PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

TRACT "C", PORT MALABAR UNIT FORTY EIGHT ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 22, PAGES 81 THRU 97 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

0 100' 0"

0 100' 0"

PROPOSED 2.96 ACRES PARCEL B

RECREATION CO. EASEMENT

RADIUS=150.00'  
 CENTRAL ANGLE=45°17'35"  
 ARC LENGTH=118.58

SURVEY DATE: MAY 31, 2016	JOB NO: 16-146
---------------------------	----------------

SCALE: 1" = 30'	FIELD BOOK: N/A	PAGE: N/A
-----------------	-----------------	-----------

**WJS** WILLIAM J. BUTTER  
**LAND**  
**SURVEYING, INC.**  
300 COLUMBIA STREET SE.  
DUBLIN, GA 31006  
WWW.WJSURV.COM

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED  
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

PROFESSIONAL SURVEYOR AND MAPPER IN RESPONSIBLE CHARGE  
WILLIAM J. SWARTZ FLORIDA CERTIFICATE NO. 4210  
CERTIFICATE OF AUTHORIZATION (R/S 5419)

DATE OF SIGNATURE \_\_\_\_\_  
COPYRIGHT © 2005 WILLARD & SUTHER LAND SURVEYORS, INC. ALL RIGHTS RESERVED

NOTES:

- 1.) BEARINGS BASED ON THE ASSUMPTION THAT THE CENTERLINE OF PIERCE ROAD BEARS "40°22'00" FOR THE PLAT OF PORT WASHINGTON LOT FORTY EIGHT.
- 2.) TRACT DIMENSIONS ARE AS PLATTED AND SURVEYED (S) UNLESS OTHERWISE NOTED.
- 3.) PROPERTY LIES WITHIN SECTION 24, TOWNSHIP 38 SOUTH, RANGE 38 EAST.
- 4.) NO ID GENOTES NO IDENTIFICATION.
- 5.) PROPERTY LIES WITHIN FLOOD ZONE X PER FLOOD INSURANCE RATE MAP NUMBER 1700.



**PLANNING AND ZONING BOARD  
RECOMMENDATIONS  
September 7, 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-15-2016 – CITY OF PALM BAY (GROWTH MANAGEMENT DEPARTMENT)**

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

Recommend the proposed small scale Future Land Use amendment from Recreational and Open Space to Single Family Residential (1.58 acres) and Commercial (2.96 acres) for adoption.

**Planning and Zoning Board Recommendation:**

Motion by Mr. Pezzillo, seconded by Ms. Maragh, to submit Case CP-15-2016 to City Council for approval of a Comprehensive Plan Future Land Use Map small scale amendment from Recreation and Open Space Use to Single Family Residential Use and Commercial Use. The motion carried with members voting unanimously.

**CPZ-15-2016 – CITY OF PALM BAY (GROWTH MANAGEMENT DEPARTMENT)**

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

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-15-2016.

**Planning and Zoning Board Recommendation:**

Motion by Mr. Pezzillo, seconded by Mr. Warner, to submit Case CPZ-15-2016 to City Council for approval of a zoning amendment from an RS-2, Single Family Residential District, to a CC, Community Commercial District. The motion carried with members voting unanimously.

/tjl



## ORDINANCE NO. 2016-68

**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 RS-2 (SINGLE-FAMILY RESIDENTIAL DISTRICT) TO CC (COMMUNITY COMMERCIAL DISTRICT); WHICH PROPERTY IS LOCATED AT THE SOUTHEAST CORNER OF RHEINE ROAD AND TREU TERRACE, AND CONTAINS 2.96 ACRES, MORE OR LESS, 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 RS-2 (Single-Family Residential District) to CC (Community Commercial District), being legally described as follows:

A portion of Tract "E", Port Malabar Unit 48, according to the plat thereof as recorded in Plat Book 22, Page 86, of the Public Records of Brevard County, Florida; Section 24, Township 28S, Range 36E; containing 2.96 acres, more or less.

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

**SECTION 3.** The provisions within this ordinance shall take effect immediately upon the enactment of Ordinance No. 2016-67.

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

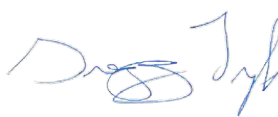
\_\_\_\_\_  
Terese M. Jones, CITY CLERK





## LEGISLATIVE MEMORANDUM

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

**FROM:** Gregg Lynk, City Manager 

**DATE:** September 15, 2016

**RE:** Purchase of Physio Control LifePak 15, Utilizing the NASPO Contract #SW300, and Disposal of Capital Surplus Property

The Fire Department is requesting authorization for the purchase of nine (9) LifePak 15 Monitor/Defibrillators from Physio-Control Corporation located in Redmond, WA based on the pricing contained in the National Association of State Procurement Officials (NASPO) Contract #SW300. The lead agency for this contract is the State of Oklahoma.

Nine (9) of the Fire Department's old LifePak 12s will be designated as surplus property and will be utilized for their trade-in value (\$7,000.00 each) to reduce costs. The Department has standardized to one type of defibrillator equipment for the purpose of compatibility with the various local transport and emergency room agencies which will continue to provide continuous and effective patient care within the Emergency Medical Services System, as well as meet Palm Bay Fire Rescue Medical Directors protocols.

In accordance with City Code of Ordinance 35.085 COOPERATIVE PURCHASING AND UTILIZATION OF OTHER AGENCY CONTRACTS; "The Purchasing Manager shall have the authority to join with other units of governments in cooperative purchasing ventures, or utilize other awarded governmental and not-for-profit bids or proposals for purchase of supplies or services when it is in the best interest of the city." These type contracts are competitively awarded and available for other agencies to use. Utilization of other agency contracts reduces administrative work load and expedites the procurement cycle which allows the departments to obtain the equipment or services that they need in a timelier manner. The City's formal Request for Proposal process is not required.

**REQUESTING DEPARTMENTS:**

Fire Rescue Department, Purchasing Division, Finance Department

**FISCAL IMPACT:**

Funding will come from the lease/purchasing financing of Public Safety Equipment as awarded by Council on 8/4/16. The total cost to purchase nine (9) LifePak 15 Monitor/Defibrillators after utilizing the trade in credit will be \$250,415.49.



Mayor and Council: Purchase of Physio Control LifePak  
September 15, 2016  
Page 2

**RECOMMENDATION:**

Motion to approve the Capital Surplus Property disposal of nine (9) LifePak 12 Monitor/Defibrillators, and the purchase of nine (9) LifePak 15 Monitor/Defibrillators from Physio Control, Inc., located in Redmond, WA

Attachments:           1) Cost Proposal from Physio Control  
                              2) NASPO Contract #SW300 Information  
                              3) Capital Surplus Property Disposal forms  
                              4) Brevard County Fire-Rescue Participating Addendum for NASPO

BM/cb





**Physio-Control, Inc**  
11811 Willows Road NE  
P.O. Box 97006  
Redmond, WA 98073-9706 U.S.A.  
[www.physio-control.com](http://www.physio-control.com)  
tel 800.442.1142  
fax 800.732.0956

To Gene Harrell  
PALM BAY FD  
899 CARLYLE AVE SE  
PALM BAY, FL 32909  
3214096300  
[harreg@palmbayflorida.org](mailto:harreg@palmbayflorida.org)

Quote Number	00050405
Revision #	1
Created Date	8/22/2016
Sales Consultant	Susan Cote
FOB	Destination
Terms	All quotes subject to credit approval and the following terms and conditions
NET Terms	NET 30

Pricing contingent on Quotes 00049482 and 00050405 being placed on the same order.

Contract	NASPO #SW300 v2
Promotion	(RPLP12SV) – LP12 to LP15 w/Svc

Expiration Date	9/29/2016
-----------------	-----------



Product	Product Description	Quantity	List Price	Unit Discount	Unit Sales Price	Total Price
99577-001957	LIFEPAK 15 V4 Monitor/Defib, Adaptive Biphasic, Manual & AED, Color LCD, 100mm Printer, Noninvasive Pacing, Metronome, Trending, SpO2, NIBP, 12-Lead ECG, EtCO2, Carbon Monoxide, Bluetooth INCLUDED AT NO CHARGE: 2 PAIR QUIK-COMBO ELECTRODES PER UNIT - 11996-000091, TEST LOAD - 21330-001365, IN-SERVICE DVD - 21330-001486, SERVICE MANUAL CD- 26500-003612 (one per order) and SHIP KIT (RC Cable) 41577-000288 INCLUDED. HARD PADDLES, BATTERIES AND CARRYING CASE NOT INCLUDED.	9.00	34,960.00	-4,935.73	30,024.27	270,218.43
Trade-in product	Trade in of LIFEPAK 12 Biphasic - 3 Feature towards the purchase of Lifepak 15	9.00	0.00	0.00	-7,000.00	-63,000.00
21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	36.00	453.60	-84.18	369.42	13,299.12
11140-000015	AC power cord	9.00	77.70	-12.73	64.97	584.73
11140-000052	LP15 REDI-CHARGE Adapter Tray	9.00	198.50	-32.44	166.06	1,494.54
11141-000115	REDI-CHARGE Base (power cord not included)	9.00	1,470.00	-244.42	1,225.58	11,030.22
11160-000013	NIBP CUFF BAYONET-REUSEABLE,CHILD	9.00	24.00	-3.60	20.40	183.60
11160-000017	NIBP CUFF BAYONET-REUSEABLE,LARGE ADULT	9.00	33.00	-4.95	28.05	252.45
11171-000040	M-LNCS Pdt, Pediatric Adhesive Sensor, 18-inch, 20/box	2.00	357.00	-53.55	303.45	606.90
11171-000046	M-LNCS DCI, Adult Reusable Sensor, 1/box	9.00	301.00	-45.15	255.85	2,302.65
11171-000049	Rainbow DCI Adt Reusable Sensor, 1/box	9.00	637.00	-95.55	541.45	4,873.05
11220-000028	Carry case top pouch for use w/LIFEPAK 12 or LIFEPAK 15	9.00	54.60	-8.19	46.41	417.69
11260-000039	LIFEPAK 15 Carry case back pouch	9.00	79.20	-11.88	67.32	605.88
11577-000002	LIFEPAK 15 Basic carry case w/ right & left pouches. INCLUDED AT NO CHARGE WHEN ORDERED WITH DEVICE: 11577-000001 Shoulder Strap	9.00	309.20	-46.38	262.82	2,365.38
11996-000369	LIFEPAK Monitor to PC USB Cable	9.00	284.60	-84.79	199.81	1,798.29
21340-000706	LIFENET PC Gateway Software	9.00	432.00	-56.16	375.84	3,382.56

Subtotal USD 250,415.49

Estimated Tax USD 0.00

Estimated Shipping & Handling USD 0.00

Grand Total USD 250,415.49

#### Pricing Summary Totals

List Price Total USD 366,790.80

Total Contract Discounts Amount USD -53,375.31

Total Discount USD 0.00

Trade In Discounts USD -63,000.00

Tax + S&H USD 0.00

**GRAND TOTAL FOR THIS QUOTE**



PHYSIO-CONTROL, INC. REQUIRES WRITTEN VERIFICATION OF THIS ORDER. A PURCHASE ORDER IS REQUIRED ON ALL ORDERS \$5,000 OR GREATER BEFORE APPLICABLE FREIGHT AND TAXES. THE UNDERSIGNED IS AUTHORIZED TO ACCEPT THIS ORDER IN ACCORDANCE WITH THE TERMS AND PRICES DENOTED HEREIN.

CUSTOMER APPROVAL (AUTHORIZED SIGNATURE)

NAME

TITLE

DATE

Reference Number BV/02401701/1776

**General Terms for all Products, Services and Subscriptions.**

Physio-Control, Inc. ("Physio") accepts Buyer's order expressly conditioned on Buyer's assent to the terms set forth in this document. Buyer's order and acceptance of any portion of the goods, services or subscriptions shall confirm Buyer's acceptance of these terms. Unless specified otherwise herein, these terms constitute the complete agreement between the parties. Amendments to this document shall be in writing and no prior or subsequent acceptance by Seller of any purchase order, acknowledgment, or other document from Buyer specifying different and/or additional terms shall be effective unless signed by both parties.

**Pricing.** Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services unless Physio receives a copy of a valid exemption certificate prior to delivery. Discounts may not be combined with other special terms, discounts, and/or promotions.

**Payment.** Payment for goods and services shall be subject to approval of credit by Physio. Unless otherwise specified by Physio in writing, the entire payment of an invoice is due thirty (30) days after the invoice date for deliveries in the USA, and sight draft or acceptable (confirmed) irrevocable letter of credit is required for sales outside the USA.

**Minimum Order Quantity.** Physio reserves the right to charge a service fee for any order less than \$200.00.

**Patent Indemnity.** Physio shall indemnify Buyer and hold it harmless from and against all demands, claims, damages, losses, and expenses, arising out of or resulting, from any action by a third party against Buyer that is based on any claim that the services infringe a United States patent, copyright, or trademark, or violate a trade secret or any other proprietary right of any person or entity. Physio's indemnification obligations hereunder will be subject to (i) receiving prompt written notice of the existence of any claim; (ii) being able to, at its option, control the defense and settlement of such claim (provided that, without obtaining the prior written consent of Buyer, Physio will enter into no settlement involving the admission of wrongdoing); and (iii) receiving full cooperation of Buyer in the defense of any claim.

**Limitation of Interest.** Through the purchase of Physio products, services, or subscriptions, Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products or services, and Buyer expressly agrees not to reverse engineer or decompile such products or related software and information.

**Delays.** Physio will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from an event beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio inability to obtain goods from its usual sources.

**Limited Warranty.** Physio warrants its products and services in accordance with the terms of the limited warranties located at <http://www.physio-control.com/Documents/>. The remedies provided under such warranties shall be Buyer's sole and exclusive remedies. Physio makes no other warranties, express or implied, including, without limitation, **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.**

**Compliance with Confidentiality Laws.** Both parties acknowledge their respective obligations to maintain the security and confidentiality of individually identifiable health information and agree to comply with applicable federal and state health information confidentiality laws.

**Compliance with Law.** The parties agree to comply with any and all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by any local, state, and federal governmental authority/agency or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder.

**Regulatory Requirement for Access to Information.** In the event 42 USC § 1395x(v)(1)(I) is applicable, Physio shall make available to the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of these terms, such books, documents and records as are necessary to certify the nature and extent of the costs of the products and services provided by Physio.

**No Debarment.** Physio represents and warrants that it and its directors, officers, and employees (i) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services; and (iii) are not under investigation which may result in Physio being excluded from participation in such programs.

**Choice of Law.** The rights and obligations of Physio and Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the state where Buyer is located. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorney's fees, shall be reimbursed by the other party.

**Additional Terms for Purchase and Sale of Products.**

In addition to the General Terms above, the following terms apply to all purchases of products from Physio:

**Delivery.** Unless otherwise specified by Physio in writing, delivery shall be FOB Physio point of shipment and title and risk of loss shall pass to Buyer at that point. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. In the absence of shipping instructions from Buyer, Physio will obtain transportation on Buyer's behalf and for Buyer's account. Delivery dates are approximate. Freight is pre-paid and added to Buyer's invoice. Products are subject to availability.

**Inspections and Returns.** Within 30 days of receipt of a shipment, Buyer shall notify Physio of any claim for product damage or nonconformity. Physio, at its sole option and discretion, may repair or replace a product to bring it into conformity. Return of any product shall be governed by the Returned Product Policy located at <http://www.physio-control.com/Documents/>. Payment of Physio's invoice is not contingent on immediate correction of nonconformities.

**No Resale.** Buyer agrees that products purchased hereunder will not be resold to third parties and will not be reshipped to any persons or places prohibited by the laws of the United States of America.





**State of Oklahoma  
Office of Management and Enterprise  
Services - Central Purchasing**

**Statewide Contract Addendum**

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*This addendum is added to and is to be considered part of the subject contract.*

**Contract Issuance Date: 04/01/2011**

**Statewide Contract #: SW300**

**Contract Title: AED - Automated Electronic Defibrillators**

**Addendum Date: February 26, 2016**

**Addendum #: 23**

This contract has been renewed for the Contract Period of April 1, 2016 through March 31, 2017.  
Cardiac Science, Defibtech, Philips, Physio Control and Zoll have renewed for the final contract year.

The following Manufacturers have updated Pricing and Products. Updated Price lists which reflect these changes are attached to this addendum:

Physio Control and Zoll

Gerald Elrod, CPO  
Statewide Initiatives  
405/522-1037  
Gerald.Elrod@omes.ok.gov



## Physio-Control NASPO Pricing Effective April 1, 2016

Product Category	Catalog Number	Catalog/Product Description	UOM	#EA per Unit	List Price	2016 NASPO Price
<b>LIFEPAK® 15</b>						
<b>Common Pre-Hospital Configurations</b>						
LIFEPAK 15	99577-001368	LIFEPAK 15 Trending, 12-Lead ECG, Bluetooth	EA	1	\$ 23,725.00	\$20,375.38
LIFEPAK 15	99577-001959	LIFEPAK 15 Trending, Masimo SpO2, NIBP, EtCO2, 2 Invasive Pressure Channels, Bluetooth	EA	1	\$ 26,455.00	\$22,719.97
LIFEPAK 15	99577-001952	LIFEPAK 15 Trending, Masimo SpO2, SpCO, NIBP, EtCO2, Bluetooth	EA	1	\$ 27,505.00	\$23,621.73
LIFEPAK 15	99577-001955	LIFEPAK 15 Trending, Masimo SpO2, NIBP, 12-Lead ECG, EtCO2, Bluetooth	EA	1	\$ 31,495.00	\$27,048.44
LIFEPAK 15	99577-001957	LIFEPAK 15 Trending, Masimo SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, Bluetooth	EA	1	\$ 34,960.00	\$30,024.27
LIFEPAK 15	99577-001588	LIFEPAK 15 Trending, Masimo SpO2, SpCO, SpMet, NIBP, 12-Lead ECG, EtCO2, Bluetooth	EA	1	\$ 38,425.00	\$33,000.09
<b>Common Hospital Configurations</b>						
LIFEPAK 15	99577-001939	LIFEPAK 15 Bluetooth	EA	1	\$ 14,275.00	\$12,259.50
LIFEPAK 15	99577-001945	LIFEPAK 15 Trending, Masimo SpO2, NIBP, Bluetooth	EA	1	\$ 19,105.00	\$16,407.61
LIFEPAK 15	99577-001944	LIFEPAK 15 Trending, Masimo SpO2, EtCO2, Bluetooth	EA	1	\$ 21,415.00	\$18,391.50
LIFEPAK 15	99577-001950	LIFEPAK 15 Trending, Masimo SpO2, NIBP, EtCO2, Bluetooth	EA	1	\$ 24,040.00	\$20,645.91
LIFEPAK 15	99577-001953	LIFEPAK 15 Trending, Masimo SpO2, NIBP, 12-Lead ECG, Bluetooth	EA	1	\$ 28,555.00	\$24,523.50
LIFEPAK 15	99577-001943	LIFEPAK 15 Trending, Masimo SpO2, EtCO2, 12-Lead ECG, Bluetooth	EA	1	\$ 29,815.00	\$25,605.62
<b>Common Transport Configurations</b>						
LIFEPAK 15	99577-001947	LIFEPAK 15 Trending, Masimo SpO2, NIBP, 2 Invasive Pressure Channels, Bluetooth	EA	1	\$ 22,045.00	\$18,932.56
LIFEPAK 15	99577-001960	LIFEPAK 15 Trending, Masimo SpO2, NIBP, 12-Lead ECG, EtCO2, 2 Invasive Pressure Channels, Bluetooth	EA	1	\$ 33,490.00	\$28,761.79
LIFEPAK 15	99577-001962	LIFEPAK 15 Trending, Masimo SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, 2 Invasive Pressure Channels, Bluetooth	EA	1	\$ 36,955.00	\$31,737.62
LIFEPAK 15	99577-001372	LIFEPAK 15 Trending, Masimo SpO2, SpCO, SpMet, NIBP, 12-Lead ECG, EtCO2, 2 Invasive Pressure Channels, Bluetooth	EA	1	\$ 40,420.00	\$34,713.44
<b>Nellcor Configurations</b>						
LIFEPAK 15	99577-001941	LIFEPAK 15 Nellcor and Masimo SpO2, Bluetooth	EA	1	\$ 16,690.00	\$14,333.55
LIFEPAK 15	99577-001946	LIFEPAK 15 Trending, Nellcor and Masimo SpO2, NIBP, Bluetooth	EA	1	\$ 19,735.00	\$16,948.67
LIFEPAK 15	99577-001948	LIFEPAK 15 Trending, Nellcor and Masimo SpO2, NIBP, 2 Invasive Pressure Channels, Bluetooth	EA	1	\$ 22,675.00	\$19,473.62
LIFEPAK 15	99577-001951	LIFEPAK 15 Trending, Nellcor and Masimo SpO2, NIBP, EtCO2, Bluetooth	EA	1	\$ 24,670.00	\$21,186.97
LIFEPAK 15	99577-001964	LIFEPAK 15 Trending, Nellcor and Masimo SpO2, NIBP, 12-Lead ECG, EtCO2, Bluetooth	EA	1	\$ 32,125.00	\$27,589.50
LIFEPAK 15	99577-001963	LIFEPAK 15 Trending, Nellcor and Masimo SpO2, NIBP, 12-Lead ECG, EtCO2, 2 Invasive Pressure Channels, Bluetooth	EA	1	\$ 34,120.00	\$29,302.85
LIFEPAK 15	99577-001966	LIFEPAK 15 Trending, Nellcor and Masimo SpO2, NIBP, EtCO2, 2 Invasive Pressure Channels, Bluetooth	EA	1	\$ 26,665.00	\$22,900.37
<b>Temperature Configurations</b>						
LIFEPAK 15	99577-001956	LIFEPAK 15 Trending, SpO2, NIBP, 12-Lead ECG, EtCO2, Bluetooth, Temp	EA	1	\$ 32,807.00	\$28,175.65
LIFEPAK 15	99577-001958	LIFEPAK 15 Trending, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, Bluetooth, Temp	EA	1	\$ 36,272.00	\$31,151.47
LIFEPAK 15	99577-001373	LIFEPAK 15 Trending, SpO2, SpCO, SpMet, NIBP, 12-Lead ECG, EtCO2, Bluetooth, Temp	EA	1	\$ 39,737.00	\$34,127.30
<b>Government Configurations (Bluetooth Not Included)</b>						



Product Category	Catalog Number	Catalog/Product Description	UOM	#EA per Unit	List Price	2016 NASPO Price
LIFEPAK 15	99577-001930	LIFEPAK 15 Standard	EA	1	\$ 14,275.00	\$12,259.50
LIFEPAK 15	99577-001931	LIFEPAK 15 Trending, Masimo SpO2, SpCO, NIBP	EA	1	\$ 22,570.00	\$19,383.44
LIFEPAK 15	99577-001932	LIFEPAK 15 Trending, Masimo SpO2, NIBP, EtCO2	EA	1	\$ 24,040.00	\$20,645.91
LIFEPAK 15	99577-001933	LIFEPAK 15 Trending, Masimo SpO2, NIBP, 12-Lead	EA	1	\$ 28,555.00	\$24,523.50
LIFEPAK 15	99577-001934	LIFEPAK 15 Trending, Masimo SpO2, NIBP, 12-Lead, EtCO2	EA	1	\$ 31,495.00	\$27,048.44
LIFEPAK 15	99577-001935	LIFEPAK 15 Trending, Masimo SpO2, SpCO, NIBP, 12-Lead, EtCO2	EA	1	\$ 34,960.00	\$30,024.27
LIFEPAK 15	99577-001936	LIFEPAK 15 Trending, Masimo SpO2, SpCO, SpMet NIBP, 12-Lead, EtCO2	EA	1	\$ 38,425.00	\$33,000.09
LIFEPAK 15	99577-001938	LIFEPAK 15 Trending, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, Temperature	EA	1	\$ 36,272.00	\$31,151.47
LIFEPAK 15	99577-001937	LIFEPAK 15 Trending, Masimo SpO2, SpCO, SpMet, NIBP, 12-Lead, EtCO2, 2 Invasive Pressure Channels	EA	1	\$ 40,420.00	\$34,713.44
<b>LIFEPAK 20e</b>						
LIFEPAK 20e	70507-000061	LIFEPAK 20e Defibrillator/Monitor	EA	1	\$ 8,895.00	\$7,787.57
LIFEPAK 20e	70507-000080	LIFEPAK 20e Defibrillator/Monitor with Pacing Package	EA	1	\$ 10,195.00	\$8,925.72
LIFEPAK 20e	70507-000091	LIFEPAK 20e Defibrillator/Monitor with Pacing and SpO2 Package (Masimo)	EA	1	\$ 11,495.00	\$10,063.87
LIFEPAK 20e	70507-000081	LIFEPAK 20e Defibrillator/Monitor with Pacing and SpO2 Package (Masimo and Legacy Nellcor enabled))	EA	1	\$ 11,895.00	\$10,414.07
Accessory	11141-000112	LIFEPAK 20e Lithium-ion Rechargeable Internal Battery	EA	1	\$ 286.00	\$250.56
<b>LIFEPAK 20e CMM Bundles</b>						
LIFEPAK 20e	81701-000001	Bundle: LIFEPAK 20e w/ CodeManagement Module (Wireless)	EA	1	\$ 10,345.00	\$9,057.05
LIFEPAK 20e	81701-000002	Bundle: LIFEPAK 20e (Pacing) w/ CodeManagement Module (Wireless)	EA	1	\$ 11,645.00	\$10,195.20
LIFEPAK 20e	81701-000003	Bundle: LIFEPAK 20e (Pacing & Masimo SpO2) w/ CodeManagement Module (Wireless)	EA	1	\$ 12,945.00	\$11,333.35
LIFEPAK 20e	81701-000004	Bundle: LIFEPAK 20e (Pacing & Masimo/Legacy Nellcor SpO2) w/ CodeManagement Module (Wireless)	EA	1	\$ 13,345.00	\$11,683.55
LIFEPAK 20e	81701-000005	Bundle: LIFEPAK 20e w/ CodeManagementModule (Wireless & EtCO2)	EA	1	\$ 13,395.00	\$11,727.32
LIFEPAK 20e	81701-000006	Bundle: LIFEPAK 20e (Pacing) w/ CodeManagement Module (Wireless & EtCO2)	EA	1	\$ 14,695.00	\$12,865.47
LIFEPAK 20e	81701-000007	Bundle: LIFEPAK 20e (Pacing and Masimo SpO2) w/ CodeManagement Module (Wireless & EtCO2)	EA	1	\$ 15,995.00	\$14,003.62
LIFEPAK 20e	81701-000008	Bundle: LIFEPAK 20e (Pacing & Masimo/Legacy Nellcor SpO2) w/ CodeManagement Module (Wireless & EtCO2)	EA	1	\$ 16,395.00	\$14,353.82
<b>Code Management Module</b>						
Accessory	11150-000018	LIFEPAK 20e Defibrillator CodeManagement Module - Wireless	EA	1	\$ 1,450.00	\$1,269.48
Accessory	11150-000019	LIFEPAK 20e Debibrillator ModeManagement Module - Wireless & with Capnography	EA	1	\$ 4,500.00	\$3,939.75
Accessory	11260-000045	Carry Case for LIFEPAK 20/20e Defibrillator with Module	EA	1	\$ 211.00	\$184.73
Accessory	11141-000162	CodeManagement Module Lithium Ion Battery	EA	1	\$ 229.00	\$200.49
<b>LIFEPAK 1000</b>						
LIFEPAK 1000	99425-000023	LIFEPAK 1000 Graphical Display Standard Setup w/carry case, battery & electrodes	EA	1	\$ 2,725.00	\$2,141.74
LIFEPAK 1000	99425-000025	LIFEPAK 1000 ECG Display, Standard Setup w/carry case, battery & electrodes	EA	1	\$ 3,355.00	\$2,386.52
Accessory	99996-000117	LP1000 Trainer	EA	1	\$ 1,035.00	\$924.17
Accessory	11141-000100	LMnO2 Non-Rechargeable Battery	EA	1	\$ 357.00	\$287.29
Accessory	11141-000161	Rechargeable Battery Replacement for LP1000	EA	1	\$ 412.70	\$344.07
Accessory	11141-000160	Rechargeable Li-ion Battery for LP1000- only available with purchase of new LP1000 device	EA	1	\$ 66.20	\$55.16



Product Category	Catalog Number	Catalog/Product Description	UOM	#EA per Unit	List Price	2016 NASPO Price
Accessory	11140-000085	Battery charger for the LIFEPAK 1000 (must be used with rechargeable battery)	EA	1	\$ 444.10	\$363.33
Accessory	11425-000007	BAG ASSEMBLY, NO STRAP, LIFEPAK 1000	EA	1	\$ 135.90	\$110.41
Accessory	11260-000023	LIFEPAK 1000 Hard shell, watertight carrying case	EA	1	\$ 331.70	\$258.53
Accessory	11425-000012	LIFEPAK 1000 Replacement Shoulder Strap for carry case	EA	1	\$ 41.70	\$34.36
Accessory	11111-000016	3-Wire ECG Cable	EA	1	\$ 244.00	\$194.75
Accessory	11425-000001	Accessory pouch for 3-wire cable and/or other accessories	EA	1	\$ 63.10	\$48.66
Accessory	11250-000052	Clip-on Training Electrodes for use with QUIK-COMBO Patient Simulator	EA	5	\$ 69.60	\$55.49
Accessory	26500-002156	Quick Reference Instruction Card LIFEPAK 1000	EA	1	\$ 6.40	\$5.57
<b>LIFEPAK CR PLUS</b>						
LIFEPAK CR PLUS	80403-000148	LIFEPAK CR Plus AED Kit Semi-automatic AHA voice prompt	EA	1	\$ 2,195.00	\$1,524.35
LIFEPAK CR PLUS	80403-000149	LIFEPAK CR Plus AED Kit Fully automatic AHA voice prompt	EA	1	\$ 2,395.00	\$1,693.73
LIFEPAK EXPRESS	80427-000134	LIFEPAK Express Semi-automatic. Incl 1 pair of QUIK-Pak electrodes	EA	1	\$ 1,695.00	\$1,305.81
Accessory	11260-000015	LIFEPAK CR Plus Hard shell carry case	EA	1	\$ 255.70	\$204.33
Accessory	21300-004576	LIFEPAK CR Plus Carrying case	EA	1	\$ 71.70	\$57.29
Disposable	11403-000001	LIFEPAK CR Plus Replacement Kit for Charge-Pak 2 sets of electrodes	PK	2	\$ 119.80	\$99.38
Disposable	11403-000002	LIFEPAK CR Plus Replacement Kit for Charge-Pak 1 set of electrodes	PK	2	\$ 100.30	\$81.32
Accessory	11210-000021	Wall mount bracket for LIFEPAK CR Plus	EA	1	\$ 102.70	\$81.10
Accessory	21300-006587	CENTRAL ALARM SWITCH for CR Plus	EA	1	\$ 54.60	\$45.47
Accessory	11250-000073	LIFEPAK CR Plus Training System	EA	1	\$ 370.20	\$291.09
Accessory	11260-000014	LIFEPAK CR Plus Training System replacement carry case	EA	1	\$ 37.50	\$29.55
Disposable	11250-000015	LIFEPAK CR Plus Training System replacement training electrodes	EA	1	\$ 40.30	\$31.47
Accessory	26500-001156	LIFEPAK CR Plus Operating Instructions: LIFEPAK CR Plus Training System	EA	1	\$ 17.10	\$14.35
Accessory	26500-001421	LIFEPAK CR Plus Service Manual CD Rom	EA	1	\$ 77.00	\$61.12
Accessory	21300-004579	LIFEPAK CR Plus Replacement shoulder strap for carry case	EA	1	\$ 15.00	\$12.75
<b>LUCAS® Chest Compression System</b>						
LUCAS	99576-000024	LUCAS 2, 2.1 SW Chest Compression System	EA	1	\$ 15,220.00	\$13,071.08
LUCAS	99576-000020	LUCAS 2, 2.2 SW Chest Compression Training unit	EA	1	\$ 9,450.00	\$8,268.75
Accessory	11576-000070	LUCAS 2 Rubber Bumper	PR	2	\$ 40.70	\$33.39
Accessory	11996-000285	LUCAS 1 Regulator	EA	1	\$ 613.10	\$486.72
Accessory	11576-000035	LUCAS 1 Carry Bag (Backpack)	EA	1	\$ 567.10	\$463.16
Accessory	21996-000061	LUCAS 1 Extension Hose	EA	1	\$ 330.60	\$268.29
Accessory	11996-000278	LUCAS 1 Connector - Chemtron Air	EA	1	\$ 357.40	\$281.54
Accessory	11996-000279	LUCAS 1 Connector - Ohmeda Air	EA	1	\$ 357.40	\$281.54
Accessory	11996-000280	LUCAS 1 Connector - Puritan Bennet Air	EA	1	\$ 357.40	\$281.54
Accessory	11996-000281	LUCAS 1 Connector - Diss Air	EA	1	\$ 357.40	\$281.54
Accessory	11996-000282	LUCAS 1 Connector - Schrader Air	EA	1	\$ 357.40	\$281.54
Accessory	11996-000283	LUCAS 1 Connector - Oxequip Air	EA	1	\$ 357.40	\$281.54
Accessory	11576-000064	LUCAS PCI BACK PLATE	EA	1	\$ 3,406.80	\$2,924.33
Accessory	21996-000044	LUCAS Back Plate	EA	1	\$ 366.10	\$308.18
Accessory	11576-000052	Back Plate Grip Tape	EA	1	\$ 42.80	\$34.34
Accessory	11576-000053	Back Plate Grip Tape (3 pack)	PK	3	\$ 111.30	\$87.80
Accessory	11576-000050	Patient Strap (Secures patient's arms to support legs of LUCAS - 1pr)	PR	2	\$ 98.00	\$83.01
Accessory	11576-000051	Patient Strap (secures patient's arms to support legs of LUCAS - 3 pack)	PK	3	\$ 261.00	\$219.46
Accessory	21996-000064	LUCAS Stabilization Strap	EA	1	\$ 92.00	\$78.24
Accessory	11576-000037	LUCAS Stabilization Strap (4 pack)	PK	4	\$ 345.00	\$292.08
Accessory	11576-000038	LUCAS 2 Carrying Bag	EA	1	\$ 332.80	\$263.08
Accessory	11576-000046	LUCAS 2 Disposable Suction Cup (3 pack)	PK	3	\$ 134.60	\$114.80
Accessory	11576-000047	LUCAS 2 Disposable Suction Cup (12 pack)	PK	12	\$ 481.40	\$411.38



Product Category	Catalog Number	Catalog/Product Description	UOM	#EA per Unit	List Price	2016 NASPO Price
Accessory	11576-000060	LUCAS 2 Stand-alone Battery Charger	EA	1	\$ 1,128.40	\$921.05
Accessory	11576-000039	LUCAS 2 Battery - Rechargeable Lithium Polymer (LiPo)	EA	1	\$ 712.40	\$580.24
Accessory	11576-000040	LUCAS 2 Battery - Rechargeable Lithium Polymer (LiPo) (4 pack)	PK	4	\$ 2,557.40	\$2,091.21
Accessory	11576-000055	LUCAS 2 Power Supply Cord	EA	1	\$ 358.80	\$277.48
Accessory	11576-000048	LUCAS 2 12V Car Cable	EA	1	\$ 137.00	\$106.91
Accessory	26500-003084	LUCAS 2, 2.0 SW, INSTRUCTION FOR USE, EN	EA	1	\$ 39.60	\$33.37
Accessory	26500-003434	LUCAS 2, 2.1 Chest Compression System - Instructions for Use, U.S. English	EA	1	\$ 39.60	\$20.05
Accessory	11576-000036	Patient Strap (each)	EA	1	\$ 102.00	\$86.70
<b>AED ACCESSORIES</b>						
Disposable	11101-000003	AED Trainer new style training electrodes (5 pr)	PK	5	\$ 41.70	\$35.27
Disposable	11101-000004	AED training electrode set - (5pr), cable & pouch	PK	5	\$ 71.70	\$60.21
Accessory	11101-000006	Cable/connector assembly/pouch for Adult AED training electrodes	EA	1	\$ 32.10	\$25.62
Disposable	11250-000042	Replacement infant/child AED training electrodes	PK	5	\$ 40.70	\$34.34
Accessory	11250-000043	Cable/connector assembly/pouch for infant/child AED training electrodes	EA	1	\$ 48.20	\$34.24
Disposable	11250-000045	Infant/child AED training electrodes training set	PK	5	\$ 71.70	\$60.21
<b>TrueCPR</b>						
TrueCPR	80596-000003	TrueCPR Coaching Device	EA	1	\$ 1,795.00	\$1,570.63
Accessory	11260-000044	TrueCPR Carry Case	EA	1	\$ 76.00	\$66.54
<b>McGRATH MAC EMS Video Laryngoscope and Accessories</b>						
Laryngoscope	11996-000393	McGRATH MAC EMS Video Laryngoscope	EA	1	\$2,750.00	\$2,406.25
Accessory	11996-000394	McGRATH 3.6V EMS Battery	EA	1	\$60.00	\$51.00
Accessory	11996-000395	McGRATH MAC 2 Laryngoscope Blades, Box of 50	BX	50	\$800.00	\$680.00
Accessory	11996-000396	McGRATH MAC 3 Laryngoscope Blades, Box of 50	BX	50	\$800.00	\$680.00
Accessory	11996-000397	McGRATH MAC 4 Laryngoscope Blades, Box of 50	BX	50	\$800.00	\$680.00
Accessory	11996-000398	McGRATH X3 Laryngoscope Blades, Box of 10	BX	10	\$280.00	\$238.00
<b>WALL MOUNTS, CABINETS &amp; SIGNS</b>						
Accessory	11998-000292	Wall Cabinet - Semi-recessed for AED, 3" Trim	EA	1	\$ 315.20	\$258.64
Accessory	11998-000293	Wall Cabinet - Fully-recessed for AED, 1.5" Trim	EA	1	\$ 268.80	\$200.76
Accessory	11220-000076	Wall Cabinet, standard, surface mount, SS	EA	1	\$ 540.80	\$441.79
Accessory	11220-000077	Wall Cabinet, standard, semi-recessed, SS	EA	1	\$ 488.20	\$402.76
Accessory	11220-000078	Wall Cabinet, small, fully recessed, SS	EA	1	\$ 464.50	\$382.76
Accessory	11210-000026	AED Wall Cabinet with alarm, fire rated - semi-recessed, rolled edges	EA	1	\$ 464.50	\$384.71
Accessory	11220-000083	AED Wall Cabinet with alarm and strobe - surface mount, rolled edges	EA	1	\$ 395.50	\$326.44
Accessory	11220-000079	AED Wall Cabinet with alarm - surface mount, rolled edges	EA	1	\$ 321.40	\$265.32
Accessory	11210-000027	AED Wall Cabinet with alarm, fire rated - recessed, square edges	EA	1	\$ 441.90	\$365.57
Accessory	11220-000084	AED Wall Cabinet with alarm and strobe - surface mount, rolled edges	EA	1	\$ 562.40	\$441.46
Accessory	11210-000028	AED Floor Stand Cabinet with alarm- White	EA	1	\$ 1,092.50	\$893.91
Accessory	11210-000029	AED Floor Stand Cabinet with alarm- Grey	EA	1	\$ 1,133.10	\$929.27
Accessory	11998-000327	AED Wall Sign Ilcor w/logo, Flat, 8x10	EA	1	\$ 24.60	\$20.74
Accessory	11998-000328	AED Wall Sign Ilcor w/logo, T-mount, 8x10	EA	1	\$ 34.20	\$28.79
Accessory	11998-000329	AED Wall Sign Ilcor w/logo, Tent, 7x8	EA	1	\$ 34.20	\$28.79
Accessory	11998-000330	AED Wall Sign Traditional w/logo, Flat, 8x10	EA	1	\$ 24.60	\$20.74
Accessory	11998-000331	AED Wall Sign Traditional w/logo, T-mount, 8x10	EA	1	\$ 34.20	\$28.79
Accessory	11998-000332	AED Wall Sign Traditional w/logo, Tent, 7x8	EA	1	\$ 34.20	\$28.79
Accessory	11998-000333	AED Wall Sign Traditional w/o logo, T-mount, 8x10	EA	1	\$ 34.20	\$28.79
Accessory	26500-000185	AED Instruction Card (laminated easy reference)	EA	1	\$ 6.40	\$5.57
Accessory	11998-000320	Ambu Res-Cue Key First Responder Kit	EA	1	\$ 36.40	\$28.59
Accessory	11998-000321	Ambu Res-Cue Mask First Responder Kit	EA	1	\$ 44.90	\$36.26



Product Category	Catalog Number	Catalog/Product Description	UOM	#EA per Unit	List Price	2016 NASPO Price
LIFEPAK 500 ACCESSORIES						
Accessory	11250-000096	LIFEPAK 500 AED Training System	EA	1	\$ 548.90	\$294.62
Accessory	11141-000158	LP500 SLA Battery	EA	1	\$ 317.80	\$260.69
Accessory	11141-000159	LP500 Battery Replacement kit	EA	1	\$ 341.30	\$279.25
Accessory	11210-000001	Wall mount bracket for AED	EA	1	\$ 113.40	\$89.71
Accessory	11998-000012	LIFEPAK 500 Replacement strap for carrying case	EA	1	\$ 43.90	\$34.32
Accessory	11998-000014	LIFEPAK 500 Complete soft shell carrying case	EA	1	\$ 160.50	\$122.03
Accessory	11998-000021	LIFEPAK 500 Hard-shell carrying case (Pelican)	EA	1	\$ 330.60	\$250.73
Accessory	11250-000004	LIFEPAK 500T Replacement carry case	EA	1	\$ 76.00	\$61.14
Accessory	11250-000006	LIFEPAK 500T Replacement simulated battery pak	EA	1	\$ 36.40	\$27.59
Accessory	26500-000036	LIFEPAK 500 Service Manual CD-Rom	EA	1	\$ 80.30	\$61.09
Accessory	26500-001008	LIFEPAK 500T Operating Instructions	EA	1	\$ 10.70	\$8.61
Accessory	21330-001058	LIFEPAK 500 DPS complete soft shell carrying case with "stealth" surface	EA	1	\$ 202.20	\$154.43
Accessory	26500-000037	LIFEPAK 500 In-service Video	EA	1	\$ 16.10	\$13.40
Accessory	11141-000002	LIFEPAK 500 rechargeable sealed lead acid battery pak	EA	1	\$ 208.70	\$155.29
Accessory	11110-000050	Setup Transfer cable for LIFEPAK 500	EA	1	\$ 65.30	\$48.64
Accessory	11150-000010	External Modem for connection to LIFEPAK 500	EA	1	\$ 313.50	\$254.03
Accessory	11220-000025	Battery pouch for the LIFEPAK 500	EA	1	\$ 62.10	\$45.75
POWER OPTIONS						
Accessory	11400-000071	LIFEPAK 12 AC Power Adapter (refurbished)	EA	1	\$ 1,706.30	\$1,422.69
Accessory	11110-000051	Power Adapter extension cable for LIFEPAK 12 power adapter	EA	1	\$ 136.50	\$94.24
Accessory	11210-000002	BSS2 wall mount bracket	EA	1	\$ 121.80	\$91.51
Accessory	99996-000009	Mobile Battery Service Station (MBSS)	EA	1	\$ 2,277.50	\$1,404.17
Accessory	99996-000010	MBSS wall bracket for vertical or horizontal mounting	EA	1	\$ 147.00	\$116.33
Accessory	99996-000011	MBSS 12 volt DC cable	EA	1	\$ 126.00	\$67.13
Accessory	11141-000068	LIFEPAK 20 NiMH rechargeable internal battery	EA	1	\$ 180.60	\$145.08
Accessory	11141-000149	LIFEPAK NiCd Battery with fuel gauge 1.6amp hrs	EA	1	\$ 325.50	\$203.89
Accessory	11141-000028	LIFEPAK SLA Battery	EA	1	\$ 244.70	\$196.62
Accessory	11577-000004	Station Battery Charger - For the LP15	EA	1	\$ 1,799.70	\$1,457.45
Accessory	11577-000011	Mobile Battery Charger - FOR THE LP15	EA	1	\$ 1,958.30	\$1,584.34
Accessory	21330-001176	LP15 Lithium-ion Battery 5.7 amp hrs	EA	1	\$ 453.60	\$369.42
Accessory	11141-000106	LIFEPAK 12 Li-ion Battery	EA	1	\$ 435.80	\$374.09
Accessory	11141-000115	REDI-CHARGE Base	EA	1	\$ 1,470.00	\$1,225.58
Accessory	11141-000116	LIFEPAK 12 REDI-CHARGE Adapter Tray	EA	1	\$ 192.20	\$165.25
Accessory	11140-000052	LIFEPAK 15 REDI-CHARGE Adapter Tray	EA	1	\$ 198.50	\$166.06
Accessory	11140-000072	AC Power Adapter	EA	1	\$ 1,630.70	\$1,360.11
Accessory	11140-000074	DC Power Adapter	EA	1	\$ 1,980.30	\$1,651.43
Accessory	11577-000019	LP15 Power Attachment Kit	EA	1	\$ 55.70	\$46.39
Accessory	11140-000015	AC Power Cord	EA	1	\$ 77.70	\$64.97
Accessory	11140-000080	Extension Cable (5ft 3 in)	EA	1	\$ 293.00	\$243.54
Accessory	11140-000081	Right angle cable (10in) included with ACPA & DCPA	EA	1	\$ 293.00	\$243.54
Accessory	11996-000375	Cable DC Input LP15 Battery Charger	EA	1	\$ 75.60	\$64.26
CARRYING CASES & MOUNTING OPTIONS						
Accessory	11260-000030	LIFEPAK 12 Basic carry case w/strap, right & left pouches	EA	1	\$ 309.20	\$262.82
Accessory	11260-000029	LIFEPAK 12 Carry case back pouch - expandable	EA	1	\$ 83.50	\$70.98
Accessory	21300-007203	LIFEPAK 12 Replacement carry case right pouch	EA	1	\$ 86.70	\$73.70
Accessory	21300-007201	LIFEPAK 12 Replacement carry case left pouch	EA	1	\$ 95.20	\$80.92
Accessory	21300-006361	LIFEPAK 12 Carry case base & side supports	EA	1	\$ 144.50	\$122.83



Product Category	Catalog Number	Catalog/Product Description	UOM	#EA per Unit	List Price	2016 NASPO Price
Accessory	11260-000037	LIFEPAK12 Shoulder Strap replacement	EA	1	\$ 34.20	\$29.07
Accessory	11220-000033	LIFEPAK 12 Front cover	EA	1	\$ 40.70	\$34.60
Accessory	11998-000063	LIFEPAK 12 Removable acrylic screen shield	EA	1	\$ 50.30	\$42.76
Accessory	11220-000028	Top Pouch for the LP12/LP15	EA	1	\$ 54.60	\$46.41
Accessory	11260-000032	Carrying Case of the LIFEPAK 12 with AC Power Adapter	EA	1	\$ 327.40	\$278.29
Accessory	11260-000033	Carrying Case for the LIFEPAK 12 with Voice Recorder	EA	1	\$ 327.40	\$278.29
Accessory	21300-007203	Right Pouch Replacement (Note: Included with basic case)	EA	1	\$ 86.70	\$73.70
Accessory	11577-000002	LIFEPAK 15 Basic carry case w/ right & left pouches	EA	1	\$ 309.20	\$262.82
Accessory	11260-000039	LIFEPAK 15 Carry case back pouch	EA	1	\$ 79.20	\$67.32
Accessory	11577-000001	LIFEPAK 15 Shoulder strap	EA	1	\$ 35.30	\$30.01
Accessory	11996-000374	LP15 bed Connector	EA	1	\$ 145.50	\$123.68
Accessory	11260-000016	QUIK-COMBO Accessory pouch for LP20	EA	1	\$ 58.90	\$50.07
Accessory	11260-000018	LP20 Basic Carry Case	EA	1	\$ 154.10	\$130.99
Accessory	11260-000043	LP20 Top Pouch	EA	1	\$ 61.00	\$51.85
Accessory	21330-000996	ASSY-LP20 DOCKING STATION	EA	1	\$ 368.10	\$312.89
Accessory	11996-000309	Surface mount bracket	EA	1	\$ 1,057.20	\$898.62
<b>HARD PADDLES</b>						
Accessory	11130-000001	Standard hard paddles for use w/LIFEPAK 12	PR	1	\$ 698.50	\$593.73
Accessory	11130-000037	LIFEPAK 20E Standard Adult Detachable Hard Paddles	PR	1	\$ 841.50	\$715.28
Accessory	11130-000061	Standard hard paddles for use w/LIFEPAK 15	PR	1	\$ 830.50	\$705.93
Accessory	11133-000007	Pediatric paddle, external 1ea (2 required) multi-language	PR	1	\$ 91.30	\$77.61
<b>THERAPY DELIVERY ACCESSORIES</b>						
Accessory	11131-000001	Internal paddle handles w/discharge control for use with LIFEPAK 12 or LIFEPAK 20	PR	1	\$ 638.00	\$542.30
Accessory	11131-000010	Internal paddles - 1" size (6.25" shaft length)	PR	1	\$ 174.00	\$147.90
Accessory	11131-000011	Internal paddles - 1.5" size (6" shaft length)	PR	1	\$ 174.00	\$147.90
Accessory	11131-000012	Internal paddles - 2" size (5.75" shaft length)	PR	1	\$ 174.00	\$147.90
Accessory	11131-000013	Internal paddles - 2.5" size (5.75" shaft length)	PR	1	\$ 174.00	\$147.90
Accessory	11131-000014	Internal paddles - 3.5" size (5" shaft length)	PR	1	\$ 174.00	\$147.90
Accessory	11131-000019	Internal paddles - 2.5" size (8.5" shaft length)	PR	1	\$ 174.00	\$147.90
Accessory	11131-000021	Internal paddles - 1.5" size (9" shaft length)	PR	1	\$ 174.00	\$147.90
Accessory	11131-000022	Internal paddles - 2" size (8.75" shaft length)	PR	1	\$ 174.00	\$147.90
Accessory	11131-000023	Internal paddles - 3.5" size (8" shaft length)	PR	1	\$ 174.00	\$147.90
Accessory	11131-000024	Internal paddles - 1.5" size (14.25" shaft length)	PR	1	\$ 174.00	\$147.90
Accessory	11998-000326	LIFEPAK 15 internal paddles adapter cable	EA	1	\$ 299.00	\$254.15
Accessory	21300-005847	Signagel, gel	EA	1	\$ 4.00	\$3.40
Accessory	11110-000040	QUIK-COMBO therapy cable for use w/LIFEPAK 12 or LIFEPAK 20	EA	1	\$ 375.60	\$319.26
Accessory	11113-000004	QUIK-COMBO therapy cable for use w/LIFEPAK 15	EA	1	\$ 375.60	\$319.26
Accessory	11103-000005	Zoll Adapter - converts Zoll connector to QUIK-COMBO	EA	1	\$ 63.10	\$53.64
Accessory	11103-000006	Philips Adapter - converts Philips connector to QUIK-COMBO	EA	1	\$ 63.10	\$53.64
Accessory	11103-000008	R2 Adapter - converts R2 connector to QUIK-COMBO connector	EA	1	\$ 237.50	\$201.88
<b>ECG MONITORING ACCESSORIES</b>						
Accessory	11111-000022	12 Lead ECG, Precordial Leads (AHA)	EA	1	\$ 144.50	\$122.83
Accessory	11111-000020	8ft Trunk cable with AHA limb leads	EA	1	\$ 363.80	\$309.23
Accessory	11111-000018	5ft Trunk cable with AHA limb leads	EA	1	\$ 359.50	\$305.58
Accessory	21300-008054	4-Wire Cable Comb (10- Pack)	PK	10	\$ 53.50	\$45.48
Accessory	21300-008055	6-Wire Cable Comb (10- Pack)	PK	10	\$ 53.50	\$45.48
Accessory	11110-000029	3-lead ECG cable for LIFEPAK 12 or LIFEPAK 20	EA	1	\$ 137.00	\$116.45



Product Category	Catalog Number	Catalog/Product Description	UOM	#EA per Unit	List Price	2016 NASPO Price
Accessory	11110-000066	5-Lead ECG Cable for LIFEPAK 12 or LIFEPAK 20	EA	1	\$ 244.00	\$207.40
Disposable	11240-000013	ECG printer paper, 50mm x 30m 3rolls/bx (1-49)	BX	3	\$ 18.70	\$15.90
Disposable	11240-000016	Strip chart recorder paper, 100mm 2rolls/bx (1-23)	BX	2	\$ 19.40	\$16.49
<b>COMMUNICATION ACCESSORIES</b>						
Accessory	11150-000007	Modem cable - 6' LIFEPAK 12 to external modem	EA	1	\$ 120.90	\$102.77
Accessory	11150-000009	Modem door assembly	EA	1	\$ 65.30	\$55.51
Accessory	11150-000015	Internal modem (pc card modem)	EA	1	\$ 324.20	\$275.57
Accessory	11230-000020	Serial port cable	EA	1	\$ 150.90	\$128.27
Accessory	11230-000018	LP20 Serial Port Cable	EA	1	\$ 120.90	\$102.77
Accessory	11230-000019	LP20 Configuration Transfer Cable	EA	1	\$ 120.90	\$102.77
<b>NIBP SUPPLIES</b>						
Accessory	11996-000392	LIFEPAK 12 NIBP Hose, coiled 9'	EA	1	\$ 62.00	\$52.70
Accessory	11996-000391	LIFEPAK 12 NIBP Hose, 9'	EA	1	\$ 62.00	\$52.70
Accessory	11996-000390	LIFEPAK 12 NIBP Hose, 12'	EA	1	\$ 62.00	\$52.70
Accessory	21300-008148	LIFEPAK 15 NIBP Hose, 9' coiled	EA	1	\$ 62.00	\$52.70
Accessory	21300-008147	LIFEPAK 15 NIBP Hose, 9'	EA	1	\$ 62.00	\$52.70
Accessory	21300-008146	LIFEPAK 15 NIBP Hose, 12'	EA	1	\$ 62.00	\$52.70
Accessory	11160-000011	NIBP Cuff-Reusable, Infant	EA	1	\$ 21.00	\$17.85
Accessory	11160-000013	NIBP Cuff-Reusable, Child	EA	1	\$ 24.00	\$20.40
Accessory	11160-000015	NIBP Cuff-Reusable, Adult	EA	1	\$ 30.00	\$25.50
Accessory	11160-000017	NIBP Cuff-Reusable, Lg Adult	EA	1	\$ 33.00	\$28.05
Accessory	11160-000019	NIBP Cuff-Reusable Adult X large	EA	1	\$ 48.00	\$40.80
Disposable	11160-000012	NIBP Cuff-Disposable Infant	EA	1	\$ 9.00	\$7.65
Disposable	11160-000014	NIBP Cuff-Disposable Child	EA	1	\$ 10.00	\$8.50
Disposable	11160-000016	NIBP Cuff-Disposable Adult	EA	1	\$ 11.00	\$9.35
Disposable	11160-000018	NIBP Cuff-Disposable Large Adult	EA	1	\$ 11.00	\$9.35
Disposable	11160-000020	NIBP Cuff-Disposable X-tra Large Adult	EA	1	\$ 15.00	\$12.75
<b>NELLCOR SpO2 SENSORS AND CABLES</b>						
Accessory	11996-000060	Durasensor - Adult finger sensor	EA	1	\$ 303.00	\$257.55
Accessory	11996-000061	Oxiband Adult/Neonatal Sensor	EA	1	\$ 229.00	\$194.65
Accessory	11996-000062	Oxiband Pediatric/Infant Sensor	EA	1	\$ 229.00	\$194.65
Accessory	11996-000106	DURA-Y Multisite sensor (reusable)	EA	1	\$ 657.00	\$558.45
Disposable	11996-000113	Oxisensor II adult sensor (24/BX)	BX	24	\$ 650.00	\$552.50
Disposable	11996-000114	Oxisensor II adult sensor, long cable (24/BX)	BX	24	\$ 1,053.00	\$895.05
Disposable	11996-000115	Oxisensor II infant sensor (24/BX)	BX	24	\$ 837.00	\$711.45
Disposable	11996-000116	Oxisensor II pediatric sensor (24/BX)	BX	24	\$ 644.00	\$547.40
Disposable	11996-000048	Disposable Adhesive bandage wrap for OXI-A/N (2 bags of 50)	CS	100	\$ 115.00	\$97.75
Disposable	11996-000049	Disposable Adhesive bandage wrap for OXI-P/I (2 bags of 50)	CS	100	\$ 115.00	\$97.75
Disposable	11996-000117	Oxisensor II neonatal sensor (24/BX)	BX	24	\$ 848.00	\$720.80
Accessory	11110-000042	DEC-4 Cable Extension: 4'	EA	1	\$ 63.00	\$53.55
Accessory	11110-000176	DEC-8 Cable Extension: 8'	EA	1	\$ 69.00	\$58.65
<b>MASIMO SET LNOP SENSORS AND CABLES</b>						
Accessory	11171-000006	Masimo SET LNOP SpO2 Patient Cable- 4 foot	EA	1	\$ 222.00	\$188.70
Accessory	11171-000008	Masimo SET LNOP SpO2 Patient Cable - 8 foot	EA	1	\$ 279.00	\$237.15
Accessory	11171-000009	Masimo SET LNOP SpO2 Patient Cable - 12 foot	EA	1	\$ 347.00	\$294.95
Accessory	11171-000007	Masimo SET LNOP SpO2 Sensor - Adult Reusable	EA	1	\$ 379.00	\$322.15
Disposable	11171-000010	Masimo SET LNOP SpO2 Sensor -Pediatric Reusable	EA	1	\$ 368.00	\$312.80
Disposable	11171-000011	Masimo SET LNOP SpO2 Sensor -Adult Disposable (1 box of 20 sensors)	BX	20	\$ 401.00	\$340.85



Product Category	Catalog Number	Catalog/Product Description	UOM	#EA per Unit	List Price	2016 NASPO Price
Disposable	11171-000012	Masimo SET LNOP Sp02 Sensor -Pediatric Disposable (1 box of 20 sensors)	BX	20	\$ 446.00	\$379.10
Disposable	11171-000034	Masimo SET LNOP Sp02 Sensor -Neonatal (<10 KG) Disposable (1 box of 20 sensors)	BX	20	\$ 587.00	\$498.95
Disposable	11171-000036	Masimo SET LNOP Sp02 Sensor Infant Disposable (1 box of 20 sensors)	BX	20	\$ 488.00	\$414.80
Accessory	11996-000326	Masimo SET RED LNOP Patient Cable - 4 foot	EA	1	\$ 252.00	\$214.20
Accessory	11996-000327	Masimo SET RED LNOP Patient Cable - 8 foot	EA	1	\$ 300.00	\$255.00
Accessory	11996-000328	Masimo SET RED LNOP Patient Cable - 12 foot	EA	1	\$ 424.00	\$360.40
<b>MASIMO SET LNCS SENSORS AND CABLES</b>						
Accessory	11171-000024	Masimo SET LNCS Patient Cable - 4 foot	EA	1	\$ 207.00	\$175.95
Accessory	11171-000016	Masimo SET LNCS Patient Cable - 10 foot	EA	1	\$ 293.00	\$249.05
Accessory	11171-000025	Masimo SET LNCS Patient Cable - 14 foot	EA	1	\$ 438.00	\$372.30
Accessory	11996-000323	Masimo SET Red LNCS Patient Cable - 4 foot	EA	1	\$ 206.00	\$175.10
Accessory	11996-000324	Masimo SET Red LNCS Patient Cable - 10 foot	EA	1	\$ 251.00	\$213.35
Accessory	11996-000325	Masimo SET Red LNCS Patient Cable - 14 foot	EA	1	\$ 424.00	\$360.40
Accessory	11171-000027	Masimo SET LNCS 4' extension (for Nellcor equipped units)	EA	1	\$ 254.00	\$215.90
Accessory	11171-000017	Masimo SET LNCS Adult Reusable Sensor	EA	1	\$ 325.00	\$276.25
Accessory	11171-000018	Masimo SET LNCS Pediatric Reusable Sensor	EA	1	\$ 301.00	\$255.85
Disposable	11171-000019	Masimo SET LNCS Adult Disposable Sensors (box of 20)	BX	20	\$ 324.00	\$275.40
Disposable	11171-000020	Masimo SET LNCS Pediatric Disposable Sensors (box of 20)	BX	20	\$ 368.00	\$312.80
Disposable	11171-000028	Masimo SET LNCS Neonatal L Disposable Sensor (box of 20)	BX	20	\$ 454.00	\$385.90
Disposable	11171-000029	Masimo SET LNCS Neonatal Pt L Disposable Sensor (box of 20)	BX	20	\$ 497.00	\$422.45
Disposable	11171-000031	Masimo SET LNCS Infant Disposable Sensor (box of 20)	BX	20	\$ 454.00	\$385.90
Disposable	11171-000039	M-LNCS Adtx, Adult Adhesive Sensor, 18-inch, 20/box	BX	20	\$ 336.00	\$285.60
Disposable	11171-000040	M-LNCS Pdtx, Pediatric Adhesive Sensor, 18-inch, 20/box	BX	20	\$ 357.00	\$303.45
Disposable	11171-000041	M-LNCS Inf, Infant Adhesive Sensor, 18-inch, 20/box	BX	20	\$ 441.00	\$374.85
Disposable	11171-000042	M-LNCS Neo, Neonatal/Adult Adhesive Sensor, 18-inch, 20/box	BX	20	\$ 441.00	\$374.85
Disposable	11171-000043	M-LNCS NeoPt, Neonatal Preterm Adhesive Sensor, 18-inch, 20/box	BX	20	\$ 483.00	\$410.55
Accessory	11171-000046	M-LNCS DCI, Adult Reusable Sensor, 1/box	BX	1	\$ 301.00	\$255.85
Accessory	11171-000047	M-LNCS DCIP, Pediatric Reusable Sensor, 1/box	BX	1	\$ 301.00	\$255.85
<b>MASIMO SET RED DIRECT CONNECT CABLES</b>						
Accessory	11996-000331	Masimo SET Red Adult Reusable Direct Connect Sensor - 3 foot	EA	1	\$ 394.00	\$334.90
Accessory	11996-000332	Masimo SET Red Adult Reusable Direct Connect Sensor - 12 foot	EA	1	\$ 722.00	\$613.70
Accessory	11996-000333	Masimo SET Red Pediatric Reusable Direct Connect Sensor - 3 foot	EA	1	\$ 394.00	\$334.90
Accessory	11996-000334	Masimo SET Red Pediatric Reusable Direct Connect Sensor - 12 foot	EA	1	\$ 722.00	\$613.70
<b>MASIMO SET RAINBOW DIRECT CONNECT CABLES</b>						
Accessory	11996-000335	Masimo SET Rainbow Adult Reusable Direct Connect Sensor - 3 foot	EA	1	\$ 883.00	\$750.55
Accessory	11996-000336	Masimo SET Rainbow Adult Reusable Direct Connect Sensor - 12 foot	EA	1	\$ 1,210.00	\$1,028.50
Accessory	11996-000337	Masimo SET Rainbow Pediatric Reusable Direct Connect Sensor - 3 foot	EA	1	\$ 883.00	\$750.55
Accessory	11996-000338	Masimo SET Rainbow Pediatric Reusable Direct Connect Sensor - 12 foot	EA	1	\$ 1,210.00	\$1,028.50
Accessory	11171-000032	Rainbow DCI-DC8, Adult Reuse Sensor, 8 ft	EA	1	\$ 1,013.00	\$861.05
Accessory	11171-000033	Rainbow DCP-DC9, Pedi Reuse Sensor, 8 ft	EA	1	\$ 1,013.00	\$861.05
Accessory	11171-000049	Rainbow DCI Adt Reusable Sensor, 1/box	EA	1	\$ 637.00	\$541.45
Accessory	11171-000050	Rainbow DCIP PED REUSABLE Sensor	EA	1	\$ 704.00	\$598.40
Disposable	11996-000339	Rainbow R25, Adult Adhesive Sensors (SpO2, SpCO and SpMet), 10/box	BX	10	\$ 713.00	\$606.05
Disposable	11996-000340	Rainbow R20, Pediatric Adhesive Sensors (SpO2, SpCO and SpMet), 10/box	BX	10	\$ 739.00	\$628.15



Product Category	Catalog Number	Catalog/Product Description	UOM	#EA per Unit	List Price	2016 NASPO Price
Disposable	11996-000341	Rainbow R25-L, Adult/Neo Adhesive Sensors (SpO2, SpCO and SpMet), 10/box	BX	10	\$ 713.00	\$606.05
Disposable	11996-000342	Rainbow R20-L, Infant Adhesive Sensors (SpO2, SpCO and SpMet), 10/box	BX	10	\$ 739.00	\$628.15
Accessory	11171-000037	RC-04, Patient Cable, 4 ft. , 1/box	EA	1	\$ 249.00	\$211.65
Accessory	11171-000038	RC-12, Patient Cable, 12 ft. , 1/box	EA	1	\$ 371.00	\$315.35
Disposable	11171-000055	Disposable Light Shield 10/pack	PK	10	\$ 62.00	\$52.70
Accessory	11171-000054	Reuseable Light Shield, 5 /box	BX	5	\$ 65.00	\$55.25
Accessory	11171-000051	DBI-dc8, Adult Soft Reusable Direct Connect SpO2 Sensor, 8 ft., 1/box	BX	1	\$ 711.00	\$604.35
Accessory	11171-000052	DIGITBOOT LNCS DB1, ADT REUSABLE SENSOR,REF 2653	EA	1	\$ 335.00	\$284.75
Accessory	11171-000053	DIGITBOOTRED DBI-DC8, ADTREUSABLESENSOR,REF 2644	EA	1	\$ 711.00	\$604.35
<b>ADAPTER CABLES</b>						
Accessory	11996-000183	MNC-1 Adapter Cable - 10 foot	EA	1	\$ 524.00	\$445.40
Accessory	11996-000198	MNC-1 Adapter Cable - 4 foot	EA	1	\$ 500.00	\$425.00
Accessory	11996-000365	RED MNC ADAPTER CABLE, 4FT,2641	EA	1	\$ 780.00	\$663.00
<b>ORIDION INTUBATED FILTERLINES</b>						
Disposable	11996-000001	FilterLine H Set Infant/Neonatal (box of 25)	BX	25	\$ 555.90	\$472.52
Disposable	11996-000080	FilterLine H Set Adult/Pediatric (box of 25)	BX	25	\$ 448.80	\$381.48
Disposable	11996-000081	FilterLine Set Adult/Pediatric (box of 25)	BX	25	\$ 285.60	\$242.76
Disposable	11996-000164	FilterLine Set Long Adult/Pediatric (box of 25)	BX	25	\$ 320.30	\$272.26
Disposable	11996-000082	Nasal FilterLine Set Infant/Neonatal (box of 25)	BX	25	\$ 300.90	\$255.77
<b>ORIDION NON-INTUBATED FILTERLINES</b>						
Disposable	11996-000120	SmartCapnoLine - Pediatric patients <44lbs (box of 25)	BX	25	\$ 321.30	\$277.44
Disposable	11996-000128	SmartCapnoLine w/O2 delivery - Pediatric patients <44lbs (box of 25)	BX	25	\$ 433.50	\$310.92
Disposable	11996-000162	SmartCapnoLine Plus - Adult/Intermediate patients >44lbs (box of 25)	BX	25	\$ 321.30	\$277.44
Disposable	11996-000163	SmartCapnoLine Plus w/O2 delivery - Adult/Intermediate patients>44lbs (box of 25)	BX	25	\$ 357.00	\$310.92
Disposable	11996-000165	SmartCapnoLine Plus Long w/O2 - Adult/Intermediate patients>44lbs (box of 25)	EA	25	\$ 453.90	\$349.19
Disposable	11996-000166	SmartCapnoLine Plus - Adult/Intermediate patients>44lbs (Cs of 100)	CS	100	\$ 1,167.90	\$980.60
Disposable	11996-000167	SmartCapnoLine Plus w/O2 delivery - Adult/Intermediate patients>44lbs (Cs of 100)	CS	100	\$ 1,259.70	\$1,095.40
<b>ELECTRODES</b>						
Electrode	11996-000017	Electrode QUIK-COMBO w/REDI-PAK preconnect	PR	2	\$ 42.80	\$33.77
Electrode	11996-000090	Electrode EDGE QUIK-COMBO RTS	PR	2	\$ 45.90	\$39.39
Electrode	11996-000091	Electrode EDGE QUIK-COMBO Adult	PR	2	\$ 37.70	\$29.26
Electrode	11996-000092	Electrode EDGE Fast-Patch Plus	PR	2	\$ 21.40	\$19.13
Electrode	11996-000093	Electrode EDGE QUIK-COMBO pediatric RTS	PR	2	\$ 45.90	\$35.39
Electrode	11100-000002	Electrode LIFEPATCH ECG , adult, pregelled (4/pkg)	PK	4	\$ 2.00	\$1.86
Electrode	11100-000001	Electrode LIFEPATCH ECG , adult, pregelled (3/pkg) 1-99	PK	3	\$ 1.50	\$1.40
Electrode	11101-000016	Electrode replacement infant/child reduced energy	EA	1	\$ 115.50	\$94.71
Electrode	11101-000017	Electrode Infant/Child reduced energy starter kit	EA	1	\$ 157.50	\$132.97
Electrode	21330-001024	ADAPTER ASSY-ELECTRODE,HARD PADDLE,PAD PRINTED	EA	1	\$ 83.60	\$71.06
<b>TEMPERATURE MONITORING</b>						
Accessory	11140-000078	Temperature Adapter Cable- 5ft	EA	1	\$ 357.40	\$292.25
Accessory	11140-000079	Temperature Adapter Cable- 10ft	EA	1	\$ 357.40	\$295.61
Disposable	11996-000359	Temp Sensor, Skin Probe, High Dielectric, Disp (box of 20)	BX	20	\$ 146.00	\$131.81
Disposable	11996-000360	Temp Sensor, Esophageal-Rectal, 9FR, Disp (box of 20)	BX	20	\$ 156.00	\$141.11
<b>TRAINING TOOLS AND TESTERS</b>						



## SURPLUS PROPERTY DISPOSAL JUSTIFICATION FORM

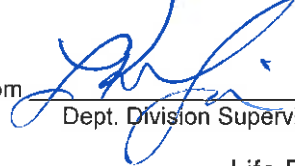


*This form should only be used for one of the following scenarios.*

Process	Approval
Disposal via any method of Surplus Capital with a CURRENT value which meets or exceeds \$5,000	Council
Disposal via any method of any Vehicles, regardless of current value (Completion by FLEET)	Council

*If Disposal Action does not meet any of the above criteria, use the Excel Surplus Property Spreadsheet.*

### SECTION A: Complete for ALL ITEMS, with AS MUCH DETAIL AS POSSIBLE. Attach a separate sheet, if needed.

From  CAPITAL ASSET ID #: 07-1904

Dept. Division Supervisor Signature Fire Dept. Division Name 8/22/16 Date

Description of Property: Life Pak 12 Defibrillator  
(Required)

Make Physio Control Model: Life Pak 12 Serial # or VIN #: 11409814  
(Required) (Required) (Required)

Date Purchased (estimate if unknown): 2/25/99 Purchase Order # of Item (if known): 901572  
(Required)

Original Cost (estimate if unknown): \$15,123.00 CURRENT Estimated Value: \$7,000.00  
(Required) (Required)

Condition of Item: ☐ Good ☒ Fair ☐ Poor ☐ Obsolete (very good/excellent but no longer useful for intended application)  
(Required)  
(For definitions of condition categories, see the Excel Surplus Disposal Form)

Comments on Condition: In functioning condition. Eligible for trade-in  
(Required)

Current Location: Fire Department  
(Required)

The following Disposal Action for the above listed property is hereby requested:  
(NOTE: For VEHICLES, the only option is Auction/Sale)


☐ Transfer to Department/Division: \_\_\_\_\_  
(Required)

Reason for Transfer: Trade-in credit of \$7000 from Physio Control for the purchase on new Life Pak 15

☐ Auction/Sale ☐ Scrap/Recycle (can only be considered with items in POOR condition)

☐ Destruction (can only be considered with items in POOR condition) Why/How: \_\_\_\_\_  
(Required)

☐ Cannibalized (can only be considered with items in POOR condition) Why/How: \_\_\_\_\_  
(Required)

<u></u> Department Director Signature	<u>Fire</u> Department Name	<u>8.22.16</u> Date
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### Section B: INTERNAL PURCHASING USE ONLY

Date Received in Purchasing	<u>8/24/16</u>
Purchasing Manager Approval	
Date Approved in Purchasing	



# SURPLUS PROPERTY DISPOSAL JUSTIFICATION FORM



This form should only be used for one of the following scenarios.

Process	Approval
Disposal via any method of Surplus Capital with a CURRENT value which meets or exceeds \$5,000	Council
Disposal via any method of any Vehicles, regardless of current value (Completion by FLEET)	Council

If Disposal Action does not meet any of the above criteria, use the Excel Surplus Property Spreadsheet.

## SECTION A: Complete for ALL ITEMS, with AS MUCH DETAIL AS POSSIBLE. Attach a separate sheet, if needed.

From [Signature] CAPITAL ASSET ID #: 07-1905

Dept. Division Supervisor Signature Fire Dept. Division Name 8/22/16 Date

Description of Property: Life Pak 12 Defibrillator  
(Required)

Make Physio Control Model: Life Pak 12 Serial # or VIN #: 11409815  
(Required) (Required) (Required)

Date Purchased (estimate if unknown): 2/25/99 Purchase Order # of Item (if known): 901572  
(Required)

Original Cost (estimate if unknown): \$15,123.00 CURRENT Estimated Value: \$7,000.00  
(Required) (Required)

Condition of Item: ☐ Good ☒ Fair ☐ Poor ☐ Obsolete (very good/excellent but no longer useful for intended application)  
(Required)  
(For definitions of condition categories, see the Excel Surplus Disposal Form)

Comments on Condition: In functioning condition. Eligible for trade-in  
(Required)

Current Location: Fire Department  
(Required)

The following Disposal Action for the above listed property is hereby requested:  
(NOTE: For VEHICLES, the only option is Auction/Sale)

☐ Transfer to Department/Division: \_\_\_\_\_  
(Required)

Reason for Transfer: Trade-in credit of \$7000 from Physio Control for the purchase on new Life Pak 15

☐ Auction/Sale ☐ Scrap/Recycle (can only be considered with items in POOR condition)

☐ Destruction (can only be considered with items in POOR condition) Why/How: \_\_\_\_\_  
(Required)

☐ Cannibalized (can only be considered with items in POOR condition) Why/How: \_\_\_\_\_  
(Required)

<u>[Signature]</u>	<u>Fire</u>	<u>8/22/16</u>
Department Director Signature	Department Name	Date

## Section B: INTERNAL PURCHASING USE ONLY

Date Received in Purchasing	<u>8/24/16</u>
Purchasing Manager Approval	
Date Approved in Purchasing	



# SURPLUS PROPERTY DISPOSAL JUSTIFICATION FORM



This form should only be used for one of the following scenarios.

Process	Approval
Disposal via any method of Surplus Capital with a CURRENT value which meets or exceeds \$5,000	Council
Disposal via any method of any Vehicles, regardless of current value (Completion by FLEET)	Council

If Disposal Action does not meet any of the above criteria, use the Excel Surplus Property Spreadsheet.

## SECTION A: Complete for ALL ITEMS, with AS MUCH DETAIL AS POSSIBLE. Attach a separate sheet, if needed.

From [Signature] CAPITAL ASSET ID #: 07-1918  
Dept. Division Supervisor Signature Dept. Division Name Date 8/22/16

Description of Property: Life Pak 12 Defibrillator  
(Required)

Make Physio Control Model: Life Pak 12 Serial # or VIN #: 12185867  
(Required) (Required) (Required)

Date Purchased (estimate if unknown): 1/10/00 Purchase Order # of Item (if known): 001001  
(Required)

Original Cost (estimate if unknown): \$16,306.60 CURRENT Estimated Value: \$7,000  
(Required) (Required)

Condition of Item: ☐ Good ☒ Fair ☐ Poor ☐ Obsolete (very good/excellent but no longer useful for intended application)  
(Required)  
(For definitions of condition categories, see the Excel Surplus Disposal Form)

Comments on Condition: In functioning condition. Eligible for trade-in  
(Required)

Current Location: Fire Department  
(Required)

The following Disposal Action for the above listed property is hereby requested:  
(NOTE: For VEHICLES, the only option is Auction/Sale)

☒ Transfer to Department/Division: \_\_\_\_\_  
(Required)

Reason for Transfer: Trade-in credit of \$7000 from Physio Control for the purchase on new Life Pak 15

☐ Auction/Sale ☐ Scrap/Recycle (can only be considered with items in POOR condition)

☐ Destruction (can only be considered with items in POOR condition) Why/How: \_\_\_\_\_  
(Required)

☐ Cannibalized (can only be considered with items in POOR condition) Why/How: \_\_\_\_\_  
(Required)

<u>[Signature]</u> Department Director Signature	<u>Fire</u> Department Name	<u>8-22-16</u> Date
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## Section B: INTERNAL PURCHASING USE ONLY

Date Received in Purchasing	<u>8/24/16</u>
Purchasing Manager Approval	
Date Approved in Purchasing	



## SURPLUS PROPERTY DISPOSAL JUSTIFICATION FORM

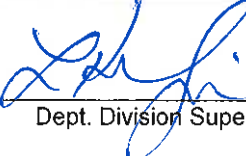


*This form should only be used for one of the following scenarios.*

Process	Approval
Disposal via any method of Surplus Capital with a CURRENT value which meets or exceeds \$5,000	Council
Disposal via any method of any Vehicles, regardless of current value (Completion by FLEET)	Council

*If Disposal Action does not meet any of the above criteria, use the Excel Surplus Property Spreadsheet.*

### SECTION A: Complete for ALL ITEMS, with AS MUCH DETAIL AS POSSIBLE. Attach a separate sheet, if needed.

From  CAPITAL ASSET ID #: 07-1964

Dept. Division Supervisor Signature Fire Dept. Division Name 8/22/16 Date

Description of Property: Life Pak 12 Defibrillator  
(Required)

Make Physio Control Model: Life Pak 12 Serial # or VIN #: 14086730  
(Required) (Required) (Required)

Date Purchased (estimate if unknown): 2/1/12 Purchase Order # of Item (if known): 201544  
(Required)

Original Cost (estimate if unknown): \$17,546.46 CURRENT Estimated Value: \$7,000  
(Required) (Required)

Condition of Item: ☐ Good ☒ Fair ☐ Poor ☐ Obsolete (very good/excellent but no longer useful for intended application)  
(Required)  
(For definitions of condition categories, see the Excel Surplus Disposal Form)

Comments on Condition: In functioning condition. Eligible for trade-in  
(Required)

Current Location: Fire Department  
(Required)

The following Disposal Action for the above listed property is hereby requested:  
(NOTE: For VEHICLES, the only option is Auction/Sale)


☒ Transfer to Department/Division: \_\_\_\_\_  
(Required)

Reason for Transfer: Trade-in credit of \$7000 from Physio Control for the purchase on new Life Pak 15

☐ Auction/Sale ☐ Scrap/Recycle (can only be considered with items in POOR condition)

☐ Destruction (can only be considered with items in POOR condition) Why/How: \_\_\_\_\_  
(Required)

☐ Cannibalized (can only be considered with items in POOR condition) Why/How: \_\_\_\_\_  
(Required)

 Department Director Signature	<u>Fire</u> Department Name	<u>8-22-16</u> Date
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### Section B: INTERNAL PURCHASING USE ONLY

Date Received in Purchasing	<u>8/24/16</u>
Purchasing Manager Approval	
Date Approved in Purchasing	



## SURPLUS PROPERTY DISPOSAL JUSTIFICATION FORM


**STOP**

*This form should only be used for one of the following scenarios.*

Process	Approval
Disposal via any method of Surplus Capital with a CURRENT value which meets or exceeds \$5,000	Council
Disposal via any method of any Vehicles, regardless of current value (Completion by FLEET)	Council

*If Disposal Action does not meet any of the above criteria, use the Excel Surplus Property Spreadsheet.*

### SECTION A: Complete for ALL ITEMS, with AS MUCH DETAIL AS POSSIBLE. Attach a separate sheet, if needed.

From  CAPITAL ASSET ID #: 07-1965

Dept. Division Supervisor Signature Fire Dept. Division Name 8/22/16 Date

Description of Property: Life Pak 12 Defibrillator  
(Required)

Make Physio Control Model: Life Pak 12 Serial # or VIN #: 14086731  
(Required) (Required) (Required)

Date Purchased (estimate if unknown): 2/1/02 Purchase Order # of Item (if known): 201544  
(Required)

Original Cost (estimate if unknown): \$14,646.49 CURRENT Estimated Value: \$7,000  
(Required) (Required)

Condition of Item: ☐ Good ☒ Fair ☐ Poor ☐ Obsolete (very good/excellent but no longer useful for intended application)  
(Required)  
(For definitions of condition categories, see the Excel Surplus Disposal Form)

Comments on Condition: In functioning condition. Eligible for trade-in  
(Required)

Current Location: Fire Department  
(Required)

The following Disposal Action for the above listed property is hereby requested:  
(NOTE: For VEHICLES, the only option is Auction/Sale)

☒ Transfer to Department/Division: \_\_\_\_\_  
(Required)

Reason for Transfer: Trade-in credit of \$7000 from Physio Control for the purchase on new Life Pak 15

☐ Auction/Sale ☐ Scrap/Recycle (can only be considered with items in POOR condition)

☐ Destruction (can only be considered with items in POOR condition) Why/How: \_\_\_\_\_  
(Required)

☐ Cannibalized (can only be considered with items in POOR condition) Why/How: \_\_\_\_\_  
(Required)

<u></u>	<u>Fire</u>	<u>8-22-16</u>
Department Director Signature	Department Name	Date

### Section B: INTERNAL PURCHASING USE ONLY

Date Received in Purchasing	<u>8/24/16</u>
Purchasing Manager Approval	
Date Approved in Purchasing	



## SURPLUS PROPERTY DISPOSAL JUSTIFICATION FORM




*This form should only be used for one of the following scenarios.*

Process	Approval
Disposal via any method of Surplus Capital with a CURRENT value which meets or exceeds \$5,000	Council
Disposal via any method of any Vehicles, regardless of current value (Completion by FLEET)	Council

*If Disposal Action does not meet any of the above criteria, use the Excel Surplus Property Spreadsheet.*

### SECTION A: Complete for ALL ITEMS, with AS MUCH DETAIL AS POSSIBLE. Attach a separate sheet, if needed.

From  CAPITAL ASSET ID #: 07-1966

Dept. Division Supervisor Signature Fire Dept. Division Name 8/22/16 Date

Description of Property: Life Pak 12 Defibrillator  
(Required)

Make Physio Control Model: Life Pak 12 Serial # or VIN #: 14086732  
(Required) (Required) (Required)

Date Purchased (estimate if unknown): 2/1/02 Purchase Order # of Item (if known): 201544  
(Required)

Original Cost (estimate if unknown): \$14,646.49 CURRENT Estimated Value: \$7,000  
(Required) (Required)

Condition of Item: ☐ Good ☒ Fair ☐ Poor ☐ Obsolete (very good/excellent but no longer useful for intended application)  
(Required)  
(For definitions of condition categories, see the Excel Surplus Disposal Form)

Comments on Condition: In functioning condition. Eligible for trade-in  
(Required)

Current Location: Fire Department  
(Required)

The following Disposal Action for the above listed property is hereby requested:

(NOTE: For VEHICLES, the only option is Auction/Sale)


☒ Transfer to Department/Division: \_\_\_\_\_  
(Required)

Reason for Transfer: Trade-in credit of \$7000 from Physio Control for the purchase on new Life Pak 15

☐ Auction/Sale ☐ Scrap/Recycle (can only be considered with items in POOR condition)

☐ Destruction (can only be considered with items in POOR condition) Why/How: \_\_\_\_\_  
(Required)

☐ Cannibalized (can only be considered with items in POOR condition) Why/How: \_\_\_\_\_  
(Required)

	<u>Fire</u>	<u>8-22-16</u>
Department Director Signature	Department Name	Date

### Section B: INTERNAL PURCHASING USE ONLY

Date Received in Purchasing	<u>8/24/16</u>
Purchasing Manager Approval	
Date Approved in Purchasing	



## SURPLUS PROPERTY DISPOSAL JUSTIFICATION FORM

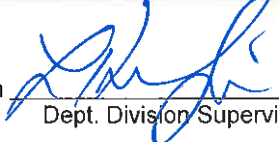


*This form should only be used for one of the following scenarios.*

Process	Approval
Disposal via any method of Surplus Capital with a CURRENT value which meets or exceeds \$5,000	Council
Disposal via any method of any Vehicles, regardless of current value (Completion by FLEET)	Council

*If Disposal Action does not meet any of the above criteria, use the Excel Surplus Property Spreadsheet.*

### SECTION A: Complete for ALL ITEMS, with AS MUCH DETAIL AS POSSIBLE. Attach a separate sheet, if needed.

From  CAPITAL ASSET ID #: 07-2065

Dept. Division Supervisor Signature Fire Dept. Division Name 8/22/16 Date

Description of Property: Life Pak 12 Defibrillator  
(Required)

Make Physio Control Model: Life Pak 12 Serial # or VIN #: 30307513  
(Required) (Required) (Required)

Date Purchased (estimate if unknown): 8/15/02 Purchase Order # of Item (if known): 203272  
(Required)

Original Cost (estimate if unknown): \$14,814.84 CURRENT Estimated Value: \$7,000  
(Required) (Required)

Condition of Item: ☐ Good ☒ Fair ☐ Poor ☐ Obsolete (very good/excellent but no longer useful for intended application)  
(Required)  
(For definitions of condition categories, see the Excel Surplus Disposal Form)

Comments on Condition: In functioning condition. Eligible for trade-in  
(Required)

Current Location: Fire Department  
(Required)

The following Disposal Action for the above listed property is hereby requested:  
(NOTE: For VEHICLES, the only option is Auction/Sale)


☒ Transfer to Department/Division: \_\_\_\_\_  
(Required)

Reason for Transfer: Trade-in credit of \$7000 from Physio Control for the purchase on new Life Pak 15

☐ Auction/Sale ☐ Scrap/Recycle (can only be considered with items in POOR condition)

☐ Destruction (can only be considered with items in POOR condition) Why/How: \_\_\_\_\_  
(Required)

☐ Cannibalized (can only be considered with items in POOR condition) Why/How: \_\_\_\_\_  
(Required)

	<u>Fire</u>	<u>8-22-16</u>
Department Director Signature	Department Name	Date

### Section B: INTERNAL PURCHASING USE ONLY

Date Received in Purchasing	<u>8/24/16</u>
Purchasing Manager Approval	
Date Approved in Purchasing	



## SURPLUS PROPERTY DISPOSAL JUSTIFICATION FORM



*This form should only be used for one of the following scenarios.*

Process	Approval
Disposal via any method of Surplus Capital with a CURRENT value which meets or exceeds \$5,000	Council
Disposal via any method of any Vehicles, regardless of current value (Completion by FLEET)	Council

*If Disposal Action does not meet any of the above criteria, use the Excel Surplus Property Spreadsheet.*

### SECTION A: Complete for ALL ITEMS, with AS MUCH DETAIL AS POSSIBLE. Attach a separate sheet, if needed.

From [Signature] CAPITAL ASSET ID #: 07-2166  
Dept. Division Supervisor Signature Fire Dept. Division Name 8/22/16 Date

Description of Property: Life Pak 12 Defibrillator  
(Required)

Make Physio Control Model: Life Pak 12 Serial # or VIN #: 32969893  
(Required) (Required) (Required)

Date Purchased (estimate if unknown): 2/16/05 Purchase Order # of Item (if known): 501440  
(Required)

Original Cost (estimate if unknown): \$20,449.40 CURRENT Estimated Value: \$7,000  
(Required) (Required)

Condition of Item: ☐ Good ☒ Fair ☐ Poor ☐ Obsolete (very good/excellent but no longer useful for intended application)  
(Required)  
(For definitions of condition categories, see the Excel Surplus Disposal Form)

Comments on Condition: In functioning condition. Eligible for trade-in  
(Required)

Current Location: Fire Department  
(Required)

The following Disposal Action for the above listed property is hereby requested:  
(NOTE: For VEHICLES, the only option is Auction/Sale)

☒ Transfer to Department/Division: \_\_\_\_\_  
(Required)

Reason for Transfer: Trade-in credit of \$7000 from Physio Control for the purchase on new Life Pak 15

☐ Auction/Sale ☐ Scrap/Recycle (can only be considered with items in POOR condition)

☐ Destruction (can only be considered with items in POOR condition) Why/How: \_\_\_\_\_  
(Required)

☐ Cannibalized (can only be considered with items in POOR condition) Why/How: \_\_\_\_\_  
(Required)

<u>[Signature]</u> Department Director Signature	<u>Fire</u> Department Name	<u>8.22.16</u> Date
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### Section B: INTERNAL PURCHASING USE ONLY

Date Received in Purchasing	<u>8/24/16</u>
Purchasing Manager Approval	
Date Approved in Purchasing	



## SURPLUS PROPERTY DISPOSAL JUSTIFICATION FORM




*This form should only be used for one of the following scenarios.*

Process	Approval
Disposal via any method of Surplus Capital with a CURRENT value which meets or exceeds \$5,000	Council
Disposal via any method of any Vehicles, regardless of current value (Completion by FLEET)	Council

*If Disposal Action does not meet any of the above criteria, use the Excel Surplus Property Spreadsheet.*

**SECTION A: Complete for ALL ITEMS, with AS MUCH DETAIL AS POSSIBLE. Attach a separate sheet, if needed.**

From  CAPITAL ASSET ID #: 07-2260

Dept. Division Supervisor Signature Fire Dept. Division Name 8/22/16 Date

Description of Property: Life Pak 12 Defibrillator  
(Required)

Make Physio Control Model: Life Pak 12 Serial # or VIN #: 35842823  
(Required) (Required) (Required)

Date Purchased (estimate if unknown): 9/11/07 Purchase Order # of Item (if known): 701960  
(Required)

Original Cost (estimate if unknown): \$17,949.80 CURRENT Estimated Value: \$7,000  
(Required) (Required)

Condition of Item: ☐ Good ☒ Fair ☐ Poor ☐ Obsolete (very good/excellent but no longer useful for intended application)  
(Required)  
(For definitions of condition categories, see the Excel Surplus Disposal Form)

Comments on Condition: In functioning condition. Eligible for trade-in  
(Required)

Current Location: Fire Department  
(Required)

The following Disposal Action for the above listed property is hereby requested:

(NOTE: For VEHICLES, the only option is Auction/Sale)


☒ Transfer to Department/Division: \_\_\_\_\_  
(Required)

Reason for Transfer: Trade-in credit of \$7000 from Physio Control for the purchase on new Life Pak 15

☐ Auction/Sale ☐ Scrap/Recycle (can only be considered with items in POOR condition)

☐ Destruction (can only be considered with items in POOR condition) Why/How: \_\_\_\_\_  
(Required)

☐ Cannibalized (can only be considered with items in POOR condition) Why/How: \_\_\_\_\_  
(Required)

	<u>Fire</u>	<u>8-22-16</u>
Department Director Signature	Department Name	Date

### Section B: INTERNAL PURCHASING USE ONLY

Date Received in Purchasing	<u>8/24/14</u>
Purchasing Manager Approval	
Date Approved in Purchasing	



**NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS  
PARTICIPATING ADDENDUM  
FOR AUTOMATIC EXTERNAL DEFIBRILLATORS**

**Between  
The County of Brevard, Florida and Physio-Control, Inc.**

(Name of Contractor)

This Participating Addendum will add the County of Brevard as a Participating County to purchase from the NASPO Price Agreement, Number #SW60300 with Physio-Control, Inc.

(Name of Contractor)

**1. Scope:**

Unless otherwise defined, all capitalized terms in this Participating Addendum shall have the meanings ascribed to them in the National Association of State Procurement Officials, *Contract Name Here* Master Price Agreement, # SW60300 (the "NASPO Master Agreement").

The following are authorized Purchasing Entities under this Participating Addendum:  
*All governmental entities within the county.*

**2. Changes: NONE**

**3. Lease Agreements: NONE**

**4. Primary Contact: Participating Entity's primary contact for this Participating Addendum is:**

Name: Brevard County Fire Rescue  
Address: 1040 S. Florida Ave., Rockledge, FL 32955  
Telephone: (321)633-2056  
Fax: (321)633-2057  
E-mail: Bradley.Hall@brevardcounty.us

**5. Subcontractors: The following subcontractor(s) are authorized to perform services: NONE.**

**6. Price Agreement Number: All Purchase Orders issued by Purchasing Entities within the jurisdiction of this Participating Addendum shall include NASPO Master Agreement number: SW60300**

**7. Purchase Orders: All Purchasing Entities issuing valid Purchase Orders will be bound by the terms and conditions of the NASPO Master Agreement including, without limitation, the obligation to pay Contractor for Service and Equipment provided. The parties acknowledge and agree that orders submitted to Contractor from a Purchasing Entity through the Purchasing Entity's Business Procurement Card are authorized Purchase Orders under the NASPO Master Agreement.**

**8. Order of Precedence: The parties acknowledge and agree that:**

(a) In the event of a conflict between the terms contained in the NASPO Master Agreement and this Participating Addendum, the terms and conditions of this Participating Addendum will control as between Contractor and the Participating Entity; and

(b) This §8 specifically supercedes §5 of the NASPO Master Agreement

This Participating Addendum and the NASPO Master Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the NASPO Master Agreement, together with its exhibits, shall not be added to or incorporated into this Participating Addendum or the NASPO Master Agreement and its exhibits, by any subsequent Purchase Order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the NASPO Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.



IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

Participating Entity: <u>Brevard County</u>	Contractor: <u>Physis Control, Inc.</u>
By: <u>[Signature]</u>	By: <u>[Signature]</u>
Name: <u>David Hall</u>	Name: <u>Kate Corie</u>
Title: <u>Assistant Chief</u>	Title: <u>Strategic Pricing &amp; Contracts Manager</u>
Date: <u>2-11-15</u>	Date: <u>January 28, 2015</u>

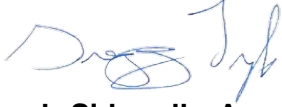




## LEGISLATIVE MEMORANDUM

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

**FROM:** Gregg Lynk, City Manager

**DATE:** September 15, 2016 

**RE:** Pavement Management System and Sidewalk Asset Assessment – Road Program Project for FY 2016/17

Public Works is requesting funding for a Pavement Management System-road and sidewalk asset assessment out of the FY16/17 Road Program. The purpose of this assessment is to evaluate every road and sidewalk asset in the City, which would aide in the decision-making process of investing the funds in the most cost-effective manner; by addressing the right roads at the right time, with the right treatment. Public Works would like to utilize the City of Coral Springs Contract (15-D-005) as awarded to Transmap Corporation, Upper Arlington, Ohio, to conduct a comprehensive pavement management assessment. Utilizing this contract provides the Department with the opportunity to quickly move forward with evaluating the roads, in an effort to strategically allocate funding for the FY17 and FY18 road program funding.

In accordance with City Code of Ordinance 35.085 COOPERATIVE PURCHASING AND UTILIZATION OF OTHER AGENCY CONTRACTS; "The Purchasing Manager shall have the authority to join with other units of governments in cooperative purchasing ventures, or utilize other awarded governmental and not-for-profit bids or proposals for purchase of supplies or services when it is in the best interest of the city." These type contracts are competitively awarded and available for other agencies to use. Utilization of other agency contracts reduces administrative work load and expedites the procurement cycle which allows the departments to obtain the equipment or services that they need in a timelier manner. The City's formal Request for Proposal process is not required.

### **REQUESTING DEPARTMENTS:**

Public Works Department, Finance Department and Purchasing Division

### **FISCAL IMPACT:**

Estimated expenditures are projected to be in the amount of \$250,000 for FY 2016/17. Funding is coming from the Road Program general ledger account number 307-7090-541-6304, Project No. 17PW02.

### **RECOMMENDATION:**

Motion to approve the utilization of the City of Coral Springs, Contract No.15-D-005; Comprehensive Pavement Management Program as awarded to Transmap Corporation, for the City of Palm Bay's FY 2016/17 Road Program road assessment on an "as needed" basis, and as more data becomes available.

Attachments: 1) City of Coral Springs Comprehensive Pavement Management Services Agreement  
2) Coral Springs Council Approval Minutes  
3) Transmap Corporation - Cost Proposals for the City of Palm Bay

JM/ab



## **COMPREHENSIVE PAVEMENT MANAGEMENT SERVICES AGREEMENT**

THIS AGREEMENT, made and entered into the 14 day of April, 2015, by and between:

CITY OF CORAL SPRINGS, FLORIDA  
a municipal corporation  
9551 West Sample Road  
Coral Springs, Florida 33065  
(hereinafter referred to as "CITY")

AND

TRANSMAP CORPORATION  
3366 Riverside Drive, Suite 103  
Upper Arlington, Ohio 43221  
(hereinafter referred to as "CONTRACTOR")

WHEREAS, on September 24, 2014, the CITY issued a Request for Proposal Number 15-D-005 for comprehensive pavement management program services (hereinafter "RFP"); and

WHEREAS, CITY staff has reviewed the proposals and recommends that CONTRACTOR be selected for the services identified in the RFP, incorporated herein by reference; and

WHEREAS, the City Commission concurs with the recommendation of CITY staff; now, therefore

IN CONSIDERATION of the mutual covenants and undertakings and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do mutually covenant and agree as follows:

### **Section 1. RECITALS**

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

### **Section 2. PURPOSE**

The CITY hereby retains the CONTRACTOR to provide comprehensive pavement management services.

### **Section 3. SCOPE OF WORK**

Subject to the terms and conditions of this Agreement, the CITY hereby retains CONTRACTOR to provide the services detailed in the Scope of Work, attached hereto and incorporated herein as Exhibit "A".



#### **Section 4. RESPONSIBILITIES OF CITY**

CITY shall:

- A. Provide information, data, decisions and any and all requested materials.
- B. Assist CONTRACTOR with the preparation of any and all projects when such relates to CITY's responsibilities.
- C. CITY shall use its best efforts in cooperating with CONTRACTOR in providing the information and documentation necessary to CONTRACTOR in the performance of services under this Agreement.

#### **Section 5. COMPENSATION**

5.01 CITY agrees to pay to CONTRACTOR the sum of Seventy Five Thousand Five Hundred Fifty Nine and 71/100 Dollars (\$75,559.71) for the services designated in the RFP. If additional services are requested, CITY agrees to pay CONTRACTOR the negotiated amount(s), however, such amount(s), when added to the original payment amount, shall not exceed One Hundred Thousand and xx/100 Dollars (\$100,000.00).

5.02 All payments for services shall be in accordance with the cost as designated in the Compensation Schedule, attached hereto and incorporated herein as Exhibit "B", and invoiced by CONTRACTOR monthly.

#### **Section 6. TERM OF AGREEMENT**

This Agreement will commence upon approval by the City Commission and terminate on March 18, 2017, unless otherwise terminated pursuant to Section 7 of this Agreement.

#### **Section 7. TERMINATION**

7.01 Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to the CONTRACTOR, CITY may, without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITY's convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRACTOR must state that the Agreement is being terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and subcontracts except as they may be necessary, to complete any continued portions of the work.



7.02 In the event CONTRACTOR shall default in or violate any of the terms, obligations, restrictions or conditions of this Agreement, the CITY shall give the CONTRACTOR written notice by certified mail of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within ten (10) calendar days thereof. In the event the CONTRACTOR has failed to correct the condition(s) of the default or the default is not remedied to the satisfaction and approval of the CITY, the CITY shall have all legal remedies available to it, including, but not limited to, termination of this Agreement in which case the CONTRACTOR shall be liable for all re-procurement costs and any and all damages permitted by law arising from the default and breach of this Agreement.

## **Section 8. INDEMNIFICATION**

8.01 The parties agree that one percent (1%) of the total compensation paid to the CONTRACTOR for services rendered during the term of this Agreement shall be construed as specific consideration for the indemnification agreement stated as follows: The CONTRACTOR agrees to indemnify, defend, save and hold the CITY, its officers, agents and employees, harmless from any and all claims, damages, liability, losses, causes of action of any nature whatsoever, which may arise out of, in connection with, or because of the services of the CONTRACTOR specifically including improper or inadequate supervision instruction and/or the use, maintenance or operations of the CONTRACTOR under this Agreement or the breach of this Agreement by the CONTRACTOR.

8.02 The CONTRACTOR shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection therewith, including but not limited to, attorney's fees and costs to defend all claims or suits, in the name of the CITY when applicable and shall pay all costs and judgments which may issue thereon.

8.03 The CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of the CONTRACTOR under this indemnification agreement.

8.04 Such indemnification shall not be limited to the amount of comprehensive general liability insurance which the CONTRACTOR is required to obtain under this Agreement. Nothing contained herein is intended nor shall be construed to waive the CITY's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

8.05 **PATENT AND COPYRIGHT INDEMNIFICATION:** CONTRACTOR shall indemnify, save and hold harmless, the CITY, its officers, agents and employees from all claims, damages, losses, liabilities and expenses arising out of an alleged infringement of copyrights, patent rights, the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the services provided pursuant to this Agreement.



## **Section 9. INSURANCE**

9.01 The CONTRACTOR shall secure and maintain, at its own expense, and keep in effect during the full term of this Agreement, a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

(1) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of two hundred thousand and xx/100 dollars (\$200,000.00) per accident. The CONTRACTOR agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

(2) Commercial Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by the CONTRACTOR in the performance of the obligations of this Agreement with the following minimum limits of liability with no restrictive endorsements:

\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage

(3) Comprehensive General Liability (occurrence form) with the following minimum limits of liability with no restrictive endorsements:

\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage. Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

- (a) Premises and Operations.
- (b) Independent Contractors.
- (c) Product and Completed Operations Liability.
- (d) Broad Form Property Damage.
- (e) Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement contained in section 8 of the Agreement.

**9.02 UPON CONTRACT EXECUTION, THE CONTRACTOR SHALL SUBMIT TO CITY COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF CONTRACTORS UNDER THE AGREEMENT.** Insurance companies selected must be acceptable to CITY. All of the policies of insurance so required to be



purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to the CITY by certified mail.

9.03 These insurance requirements shall not relieve or limit the liability of the CONTRACTOR. The CITY does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect the CONTRACTOR's interests or liabilities but are merely minimum requirements established by the CITY's Risk Management Coordinator. The CITY reserves the right to require any other insurance coverages that the CITY deems necessary depending upon the risk of loss and exposure to liability.

9.04 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

9.05 The CONTRACTOR shall require each of its sub-contractors of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public liability insurance which may not be less than One Million (\$1,000,000) Dollars for each category), and the CONTRACTOR shall provide verification thereof to the CITY upon request of the CITY.

9.06 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against the CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

9.07 The CONTRACTOR shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against the CITY for payment or assessments in any form on any policy of insurance.

9.08 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which the CITY is named as an additional named insured shall not apply to the CITY. The CITY shall provide written notice of occurrence within fifteen (15) working days of the CITY's actual notice of such an event.

9.09 The CONTRACTOR shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance herein described and the same has been approved.

9.10 Violation of the terms of this Section and its subparts shall constitute a breach of the Agreement and the CITY, at its sole discretion, may cancel the Agreement and all rights, title and interest of the CONTRACTOR shall thereupon cease and terminate.



**Section 10. ACCIDENT PREVENTION**

CONTRACTOR shall exercise reasonable care and precaution at all times for the protection of persons and property on the premises provided under this Agreement. Safety provisions of all applicable laws and ordinances shall be strictly observed. CITY reserves the right to expel any person from municipal property who is causing a disturbance, is conducting themselves in violation of CITY rules, regulations, ordinances or whose conduct or activity presents a safety risk or public nuisance. Neither CITY nor any of its officers, agents or employees shall be liable to CONTRACTOR for any damages that may be sustained by CONTRACTOR through exercise by CITY of such right.

**Section 11. INDEPENDENT CONTRACTOR STATUS**

CONTRACTOR and its employees, volunteers and agents shall be and remain as independent contractors and not agents or employees of CITY, with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking or venture between the parties hereto.

**Section 12. NON-EXCLUSIVITY**

This Agreement is considered a non-exclusive Agreement between the parties. The CITY shall have the right to purchase the same kind of goods and/or services to be provided by CONTRACTOR hereunder from other sources during the term of this Agreement.

**Section 13. COMPLIANCE WITH LAWS**

The CONTRACTOR shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, City of Coral Springs and of any other public authority, which may be applicable to this Agreement.

**Section 14. PERMITS, FEES AND LICENSES**

CONTRACTOR shall secure and pay for all permits and governmental fees, licenses and charges necessary for the proper execution and completion of the work.

**Section 15. TAXES**

CONTRACTOR agrees to pay all applicable sales, consumer use and other similar taxes required by law.

**Section 16. CONFLICT OF INTEREST**

16.01 CONTRACTOR covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with CITY. CONTRACTOR further covenants that, in the



performance of this Agreement, no person having such conflicting interest shall be employed. Any such interests, on the part of CONTRACTOR or its employees, must be disclosed in writing to CITY.

16.02 CONTRACTOR is aware of the conflict of interest laws of the Municipal Code of the City of Coral Springs, Broward County and the State of Florida, Chapter 112, Florida Statutes, as amended from time to time, and agrees that it will fully comply in all respects with the terms of said laws.

16.03 CONTRACTOR warrants that it has not employed or retained any person employed by CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by CITY any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon or resulting from the award of this privilege.

#### **Section 17. WARRANTIES**

17.01 CONTRACTOR warrants to CITY that the services performed hereunder shall be performed in a workmanlike manner, and that such services, including all materials and equipment provided shall conform to professional standards of care and practice in effect at the time the work is performed, be of the highest quality and free from fault and defects, whether patent or latent, and be merchantable and fit for the ordinary purposes for which they are intended.

17.02 CONTRACTOR warrants to CITY that it shall comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under this Agreement.

17.03 CONTRACTOR warrants to CITY that the consummation of the services set out in this Agreement shall not result in the breach of any term or provision of or constitute a default under any indenture, mortgage, contract or agreement to which CONTRACTOR is a party.

17.04 CONTRACTOR warrants that it does not have any financial interest in marketing CITY's debt, or financial interest with investment banks, banks or underwriters associated with CITY's proposed debt issues.

17.05 CONTRACTOR warrants to CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under this Agreement.

17.06 No warranty, express or implied, may be modified, excluded or disclaimed in any way by CONTRACTOR. All warranties shall remain in full force and effect subsequent to the provision of all specified services and/or the duration of this Agreement.



## **Section 18.    ASSIGNMENT**

18.01 CONTRACTOR shall not assign, or transfer its rights, title or interests in the Agreement nor shall CONTRACTOR delegate any of the duties and obligations undertaken by CONTRACTOR without CITY's prior written approval.

18.02 Changes in Staff.    The CONTRACTOR will advise the CITY not less than thirty (30) days in advance of any proposed changes in the CONTRACTOR's staff assignment to enable the CITY an opportunity to discuss such proposed changes with the CONTRACTOR.

## **Section 19.    INSOLVENCY**

In the event that either party shall become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, or become subject to rehabilitation, then, at the option of the other party and immediately upon written notice, this Agreement shall terminate and be of no further force and effect.

## **Section 20.    NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT**

During the performance of the Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, creed, color, or national original. Such action must include, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

## **Section 21.    RECORDS AND AUDIT**

21.01 CITY reserves the right to audit the records of CONTRACTOR relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR shall agree to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

21.02 CONTRACTOR agrees that it shall keep accurate and complete records with regard to all services as proposed hereunder.



21.03 CONTRACTOR shall preserve and make available for inspection by CITY personnel, or by personnel duly authorized by CITY, computer data and other records related to the services provided under this Agreement. The records will be made available during normal business hours upon twenty-four (24) hours' notice by the CITY.

21.04 CONTRACTOR understands, acknowledges and agrees that the CONTRACTOR shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by CITY in order to perform the same service being rendered within this Agreement.
- (2) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided within Chapter 119, Florida Statutes, as amended from time to time, or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (4) Meet all requirements for retaining public records and transfer, at no cost, to CITY all public records in possession of CONTRACTOR upon termination of this Agreement. Further, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to CITY in a format that is compatible with the then current CITY computer systems.
- (5) CONTRACTOR understands, acknowledges and agrees that CITY is required, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, to ensure compliance with this section by enforcing the terms of this Agreement. As a result of the foregoing, any violation of this section shall be a material breach and this Agreement may be terminated by CITY without any penalty.
- (6) Prior to termination, CITY shall give written notice to CONTRACTOR that CONTRACTOR is in violation of this section. CONTRACTOR shall have five (5) business days to cure a violation of this section.
- (7) Notwithstanding any other provisions in this Agreement to the contrary, CONTRACTOR shall be liable for any and all damages, including but not limited to, consequential and incidental damages that may arise out of breach of this section of the Agreement.



**Section 22. CUMULATIVE REMEDIES**

The remedies expressly provided in this Agreement to CITY shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of CITY now or hereafter existing at law or in equity.

**Section 23. ENTIRE AGREEMENT**

This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written. This Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

**Section 24. ATTORNEY'S FEES AND COSTS**

24.01 The prevailing party with a judgment subsequent to any claim, objection or dispute arising out of the terms of this Agreement shall be entitled to an award of all reasonable attorney's fees, interest and court costs incurred by such prevailing party against the losing party including reasonable appellate attorney's fees, interest and taxable costs.

24.02 In the event that the CITY is required to file legal action against CONTRACTOR to collect any amounts due under this Agreement, CITY shall be entitled to its costs of collection, attorney's fees and costs, and interest at the maximum rate allowable by law.

**Section 25. GOVERNING LAW; VENUE**

25.01 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

25.02 Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida and the prevailing party to any resultant judgment shall be entitled to an award of all reasonable attorney's fees, interest and court costs incurred by such prevailing party against the losing party including reasonable appellate attorney's fees, interest and taxable costs.

**Section 26. CONSTRUCTION OF AGREEMENT**

26.01 The terms and conditions herein are to be construed with their common meaning to effectuate the intent of this Agreement. All words used in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words in any gender shall extend to and include all genders.



26.02 The parties agree that this Agreement was jointly drafted and each party was represented by counsel or had sufficient time to consult counsel before the execution of this Agreement. Any applicable law that would require interpretation of claimed ambiguities against the drafting party has no application and is expressly waived by both parties. If either party raises a claim as to any conflict, omission, or ambiguity in the provisions of this Agreement, there shall be no presumption or burden of persuasion that will be implied.

**Section 27. SEVERABILITY**

Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of this State, the validity of the remaining portions or provisions shall not be affected thereby.

**Section 28. CONFLICT**

In the event of conflict between this Agreement and the terms and conditions set forth in the RFP, the terms of this Agreement shall control.

**Section 29. NOTICES**

29.01 All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by registered or certified mail, return receipt requested, hand-delivery, overnight courier, facsimile or email to the following persons and addresses:

CITY: Angelo Salomone, Purchasing Administrator  
City of Coral Springs  
9551 West Sample Road  
Coral Springs, Florida 33065  
Tel.: (954) 344-1102  
Fax: (954) 344-1186

COPY TO: Richard Michaud, Director of Public Works  
City of Coral Springs  
9551 West Sample Road  
Coral Springs, Florida 33065  
Tel: (954) 344-1166

CONTRACTOR: Howard Luxhoj, President  
Transmap Corporation  
3366 Riverside Drive, Suite #103  
Upper Arlington, Ohio 43221  
Tel: (614) 481-6799



29.02 Each such notice shall be deemed delivered on the date delivered if by hand-delivery or overnight courier; on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed; and on the date of transmission with confirmed answer back if by facsimile or email.

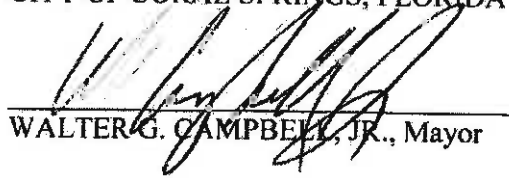
IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS AND TRANSMAP CORPORATION have caused these present to be executed in their respective names by the proper officials the day and year first above written.

ATTEST:




DEBRA THOMAS, CMC, City Clerk

CITY OF CORAL SPRINGS, FLORIDA



WALTER G. CAMPBELL, JR., Mayor

APPROVED AS TO FORM:

  
Sherry Whitacre, Deputy City Attorney



CONTRACTOR: TRANSMAP CORPORATION

By: [Signature]

Title: \_\_\_\_\_

Print Name: HOWARD LUXHOJ, PE

Date: \_\_\_\_\_

State of Ohio  
County of Franklin

On this, the 13<sup>th</sup> day of March, 2015, before me, the undersigned Notary Public of the State of Ohio, the foregoing instrument was acknowledged by Howard Luxhoj, PE (name) President and CEO (title) of Transmap (corporation), a Ohio (state) corporation, on behalf of the corporation. Corporation

WITNESS my hand  
and official seal

[Signature]  
Notary Public, State of Ohio



Colleen Collins  
Notary Public, State of Ohio  
My Commission Expires 09-29-2016

Colleen Collins  
Printed, typed or stamped name of Notary Public exactly as commissioned

Personally known to me, or  
Produced identification:

\_\_\_\_\_  
(type of identification produced)





# CERTIFICATE OF LIABILITY INSURANCE

TRANS-4

OP ID: KP

DATE (MM/DD/YYYY)

03/16/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**  
Andres, O'Neil & Lowe- Bryan  
227 North Lynn Street  
Bryan, OH 43506  
Russ Davies, CPIA

**CONTACT NAME:** Russ Davies, CPIA  
**PHONE (A/C, No, Ext):** 419-636-5050 **FAX (A/C, No):** 419-636-0132  
**E-MAIL ADDRESS:**

**INSURED**  
TRANSMAP Corporation  
TRANSMAP Engineering LLC  
3366 Riverside Dr Ste 103  
Upper Arlington, OH 43221-1734

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Cincinnati Insurance Company	10677
INSURER B:	Landmark American Ins Co	
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X X	ENP0008067	02/03/2013	02/03/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER: \$
A	<input checked="" type="checkbox"/> Emp Liab 1M/1M GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		ENP0008067	02/03/2013	02/03/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		ENP0008067	02/03/2013	02/03/2016	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 OTHER: \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	ENP0008067 EMPLOYERS LIABILITY	02/03/2013	02/03/2016	PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liab		LHR747768	10/31/2014	10/31/2015	Occur \$ 1,000,000 Agg \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Coral Springs, Florida is named as additional insured in respects to the General Liability, per form GA233 and is on a primary and non-contributory basis with Waiver of Subrogation.

**CERTIFICATE HOLDER****CANCELLATION**

CITCOR1

City of Coral Springs, Florida  
A Municipal Corporation  
9551 West Sample Road  
Coral Springs, FL 33065

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Barrie A. Patten

© 1988-2014 ACORD CORPORATION. All rights reserved.



**Request for Taxpayer  
Identification Number and Certification**

**Give Form to the  
requester. Do not  
send to the IRS.**

**Name (as shown on your income tax return)**  
TRANSMAP CORPORATION

**Business name/disregarded entity name, if different from above**

**Check appropriate box for federal tax classification (required):** ☐ Individual/sole proprietor ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

**Address (number, street, and apt. or suite no.)**  
3366 RIVERSIDE DRIVE, SUITE 103

**City, state, and ZIP code**  
UPPER ARLINGTON, OHIO 43221

**List account number(s) here (optional)**

**Requester's name and address (optional)**

**Exempt payee**

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Social security number**

**Employer identification number**  
31-1414214

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here** **Signature of U.S. person** *HOWARD LUKAT* **Date** ▶ NOVEMBER 20, 2014

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



## B. Scope of Services

### **Understanding of the Project: The City of Coral Springs Comprehensive Pavement Management Program**

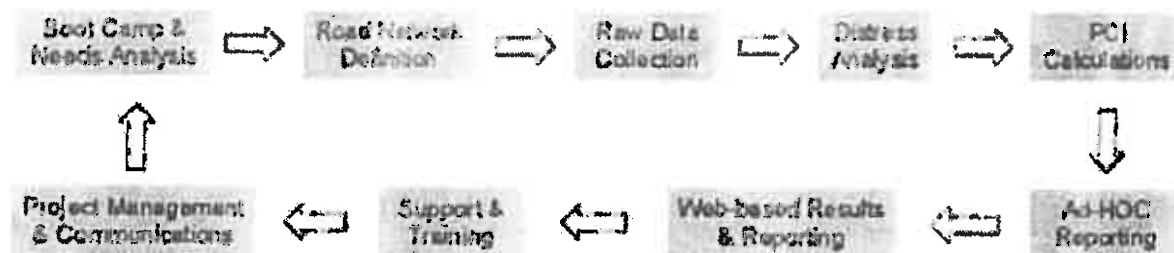
Transmap has read and understands the tasks described in the City of Coral Springs' Request For Proposal. **We believe our approach and plan to this project would be the most beneficial to the City of Coral Springs because our only focus has been pavement and roadway asset management for over 20 years. Unlike other vendors, Transmap makes actual measurements.**

### **Pavement Management System (Overview)**

Transmap offers a total pavement management solution that we call **Pavement Management 2.0**. **Pavement Management 2.0** is based on a **Hybrid Approach** for data collection and assessment, employing cutting edge hardware and software. Clients benefit from robust reporting of pavement condition data fully integrated into a GIS. We offer on-site support and customized training based on your specific needs.

*Please read the next section for details on how Pavement Management 2.0 will provide the best solution for your project and exceed your expectations.* The flowchart below shows how Transmap will conduct this pavement management project for the City.

### **Pavement Management 2.0 Core Principles**



### **Boot Camp & Needs Analysis**

Initiating any project begins with understanding what our customer wants to accomplish with their asset and Pavement Management System (PMS). We will collaborate with your team and study existing data, work processes, and requirements for hardware and software. This process will establish a benchmark for productivity improvements that the new system will help you achieve. **We will gather all information on pavement maintenance procedures including any preventative maintenance. We will also gather any pricing information on materials to assist with budget reporting.**

### **Road Network Definition**

During the Needs Analysis, our clients provide Transmap with existing road centerline maps (digital and paper), orthophotographs, and other records that describe the road network to be inventoried. These data sets are used as a reference for planning and conducting the proposed work. We will ask you to specifically identify the roads that are not to be collected by Transmap. During this phase we structure the road centerline network to define branches and segments that link to the MicroPAVER software.

### **Raw Data Collection with the ON-SIGHT™ System**

Transmap will use its ON-SIGHT™ HD System to capture ground-based LIDAR and 360 degree street-level, photogrammetric images. The ON-SIGHT™ HD mobile mapping system collects data at normal driving speeds so special traffic control devices are not required during the data collection process.

A unique element of the Transmap Hybrid Approach is our NEW **Laser Crack Measurement System (LCMS)**. This 4K system has two laser line projectors with more than 2,000 points per laser. A total of 4,160 laser points are used to capture pavement condition assessments. The LCMS will detect and analyze cracks, lane markings, ruts, potholes, macro-texture, patches, ravelling, rutting, and International Roughness Index (IRI) data that meets ASTM E950 standards.

**EXHIBIT A**



### **Distress Analysis**

Transmap follows the **ASTM D6433 standard for computing a Pavement Condition Index**. Our solution uses the newest automated approach (LCMS), but we rely on our pavement technicians to categorize distress data. These technicians have been trained to identify ASTM D6433 distress categories. **Transmap believes in the power of measurements. We do not simply turn on a laser or conduct a windshield survey.** Transmap's Hybrid Approach is both reliable and repeatable.

### **Pavement Management Software System**



#### **PCI Calculation in MicroPAVER**

Distress data will be automatically loaded into MicroPAVER for processing and analysis. The **Pavement Condition Index (PCI)** is computed for all segments of the street network. PCI data is immediately linked to the GIS based on the road centerline network. **Transmap has completed over 25 successful MicroPAVER projects in the last two years alone.** Although we suggest MicroPAVER, Transmap can implement your data into any Pavement Management System. MicroPAVER is currently being used by over 600 cities, counties, airports, and private consulting firms. MicroPAVER's Pavement Condition Index methodology received the American Society for Testing and Materials (**ASTM**) **standard D6433**. Receipt of this standard means that MicroPAVER is the only Pavement Management System to have received an ASTM standard designation. Standard D6433 is the only pavement rating methodology recognized for rating road and parking lot pavements.

### **Ad-Hoc Reporting**

Once the PCI's are computed, we will help the City **create reports directly in MicroPAVER** as well as in the GIS and other programs. We can help you design custom reports showing statistics of current road conditions. You can also develop different rehabilitation scenarios and show how they would affect the overall condition of the City's roadway network. With our understanding of pavement preservation treatments, we can go beyond condition survey and data integration. Transmap can also assist you with selecting treatment options as well as developing rehabilitation strategies and budgets that can be presented to the City's leaders.

### **Web-Based Reporting in a GIS**

As street data are linked to the road centerline network, the pavement condition information can be immediately displayed on a map. Typically, the PCI layer is shown in different colors (Red = Poor Condition, Yellow = Fair Condition, Green = Good Condition) on top of the road centerlines. **Transmap will host the PCI data online** using the ArcGIS platform so that the City can access pavement condition maps online and display them in a regular map browser. Reports can be printed without the need for any extra software programs.

### **Support & Training**

This task is conducted at different times during the project. It includes readiness reviews, acceptance tests, and even software and maintenance training to show your staff how to keep the pavement databases current. We want your managers to understand the savings you can achieve with the new system. Transmap has certified PMS trainers who can conduct training courses at your office.

### **Project Management & Communications**

Transmap will provide the City with monthly milestone reports, as well as informal updates on a weekly or as-needed basis. In addition to our reports, you will get access to an **ArcGIS Online Site** that shows up-to-date project results. Detailed communications guarantee that you, our customer, will receive exactly what you expect. Transmap believes in exceptional customer support; this is why each customer gets their own unique Content Delivery website.

### **Phased Deliveries**

We have found that communications and data quality can be significantly improved with incremental deliveries. Incremental deliveries ensure a significant amount of data is presented to our customer early in the project. This delivery process helps root out hard-to-find problems as early as possible. At the same time, phased deliveries help the customer spread the workload of receiving and inspecting large amounts of data. We believe this is the best approach to meet your expectations and avoid unpleasant surprises.



## Pavement Management 2.0 (Detailed Description)

This unique approach to pavement management was exclusively developed by Transmap. Pavement Management 2.0 exceeds industry standards and provides our customers with a reliable and robust solution to pavement management. Furthermore, this unique approach generates real savings and improves efficiencies in public works and highway departments throughout the USA. Pavement Management 2.0 combines the following 4 components to a smooth system: **Hybrid Approach, Robust Reporting, On-Site Support, and Software.**

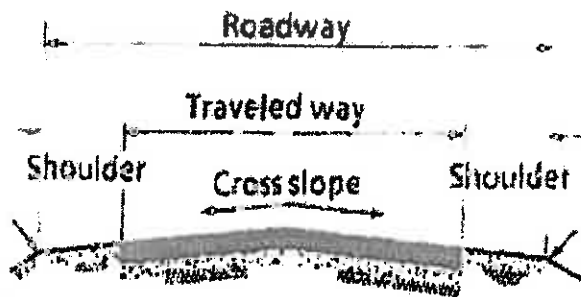
### Hybrid Approach

#### Advanced Inspections: Laser Crack Measurement System (LCMS)

Transmap's ON-SIGHT vehicle is equipped with the newest Laser Crack Measurement System (LCMS), which uses laser line projectors, high speed cameras, and advanced optics to acquire high resolution 3D profiles of the road. The LCMS captures surface conditions up to a **4m (13.1 foot) width**. Transmap will drive in both directions for a complete view of all surface distresses. Transmap can deliver a complete **Crack Map** of surface distress data. This map can be viewed in the Esri (GIS) system.



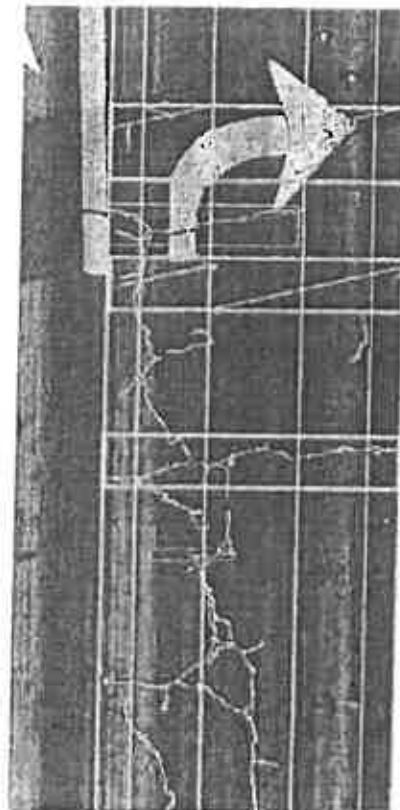
The vehicle is capable of collecting data at speeds up to 62mph and acquires both 3D and intensity (image) data of the road surface with 1mm resolution. This allows for the characterization and visualization of high quality images and shape (textures) of the road surface. The high precision Inertial Measurement Units (IMUs) are added to each of the LCMS sensors in order to allow us to collect and report **Longitudinal Grade, Horizontal Cross Fall (cross slope), and Super Elevation of curves.**



Cross Slope



13.1 Foot Width



2D/3D Crack Map



### **Roughness and Rutting Data**

The **International Roughness Index (IRI)** and rutting data will be collected for the left wheel track, the right wheel track, and the average of the two wheel tracks in a manner that meets all **ASTM E950 standards**. The equipment captures continuous pavement data as the vehicle drives along a roadway. The 4,000+ points of our combined lasers are far more advanced than a typical 3 or 5 point laser. These lasers will capture IRI data across 13.1 feet of the surface and the operator does not have to worry about having the vehicle exactly in the wheel paths for rutting. The rutting depth will be delivered as minimum, maximum, and average per wheel path and the IRI data will be delivered as a value over the whole section of pavement. The IRI data represents the total anticipated vertical movement a vehicle would experience over a given stretch of road. This data is acquired from the profiler and delivered as a field in the centerline file segment by segment.

### **Key Features of the LCMS:**

- Crack detection and severity
- E950 IRI data
- 4160 point rutting (rut depth, rut type)
- Multiple macro-texture measurements (MPD)
- 3D and 2D data to characterize Potholes, patching, ravelling, sealed cracks, joints in concrete, timing, etc.
- Day and night operation
- Low power consumption



**Single Point IRI/Rutting Collection**



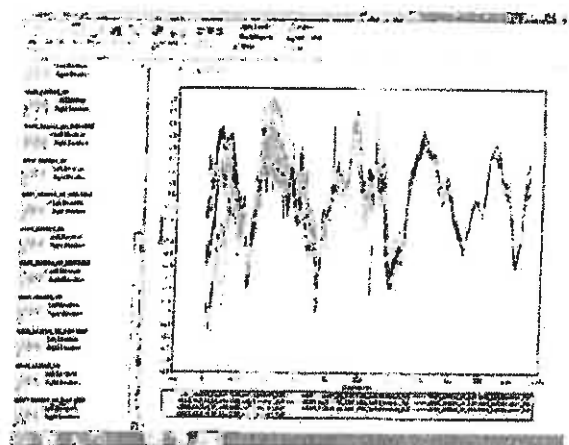
**LCMS 4000 point IRI/Rutting Collection**

The results from these measurements are based on ASTM standards and rely on the data collection vehicle traveling at a predetermined speed. Both the rutting and IRI data will be collected and delivered as an average for each line segment as attributes in the GIS file. The rutting data will be imported into MicroPAVER as part of the distress collection.

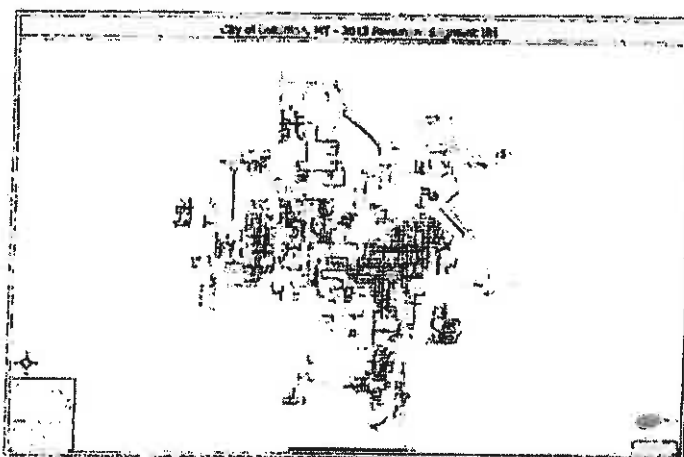


"Your IRI values are exactly where we would expect them to be. Generally we see a run that is a little different than the others, but all ten of these are dead on." - Ohio Department of Transportation (ODOT) Representative.

IRI Values



Pavement Segment IRI

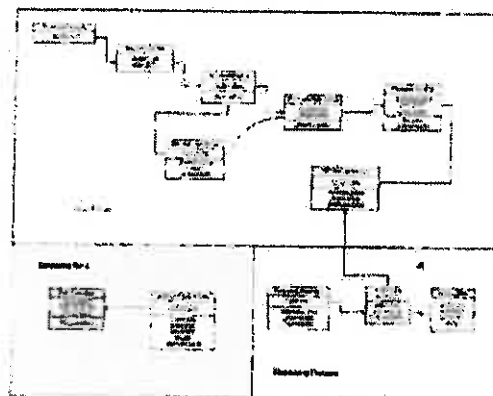


Calibration Table (Quality Control/Quality Assurance of Profiler)

<b>Distance Calibration</b>	Performed to calibrate the distance measurement instrument - Performed every 1-2 weeks
<b>Validation Object</b>	Performed to ensure the accuracy of each height sensor on the profiler - Performed every 2-3 weeks
<b>Laser Calibration</b>	Performed to mathematically compute the optimum levelness of the laser sensors mounted on the vehicle - Performed whenever a sensor is added, changed, or removed from the vehicle
<b>Accelerometer Calibration</b>	Performed to cancel out the effect of weight shifting in the van - Performed every day and/or whenever there is a shift of weight change in the vehicle
<b>Accelerometer Repeatability</b>	Performed before the start of every project by running an ODOT IRI test area 10 times to test the repeatability of the IRI system

#### Establishing the Pavement Network System

Once the ON-SIGHT™ raw data collection is finished, Transmap begins with an analysis of the pavement inventory. The first step is to prepare an **updated version of the client's road centerline**. The centerline serves as the route network and establishes the hierarchical structure. All pavement condition data are linked to the roadway network. Transmap has developed a unique method that ensures that all pavement and asset data are correctly related to the centerline file. The image on the right is an example of an **Entity Relationship Diagram (ERD)**. This is represented in our ERD that is delivered to the client.





The pavement condition assessment is conducted for all routes driven by Transmap. The following terminology is used to define the hierarchy of the route system:

**Network - Branches - Sections.**

### Roadway Inventory

As part of any pavement condition survey, Transmap collects the road width and surface type at every sample location, which is critical for establishing a pavement management plan. We will also collect any historical data on M&R and construction dates of the client's road network. This information is vital to establishing accurate pavement curves that are modeled on the client's roads.

### Sampling

Transmap can accommodate any sampling methodology that our clients request. As a standard, we use 300-foot long management sections. All samples must belong to a network, branch, and section. All pavement sections are divided into 300-foot pieces. The general goal is to have sample areas between 1,500 sq. ft. and 3,500 sq. ft., which is the industry and ASTM standard. Transmap has suggested this initial approach for this project.

Transmap drives both sides of each roadway. This allows us to sample distress data on both lanes. In the case of divided roads, we sample both sides of the median. For large and more spread out highways, Transmap can use a wider and more cost effective sampling method. If clients wish to get 100-foot sample locations analyzed and loaded into a PMS, Transmap can accommodate that as well. **As Transmap captures 100% of every roadway in each direction, any custom sampling method could be applied.**

### Pavement Distress Analysis

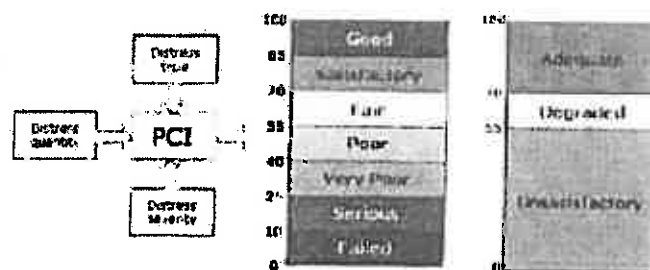
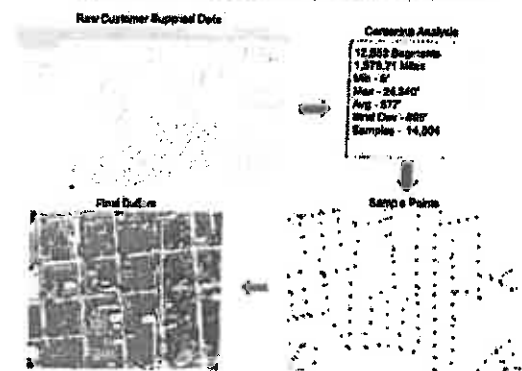
Transmap will assess the condition of all roadways in the City's network using the LCMS data captured during raw data collection in the field. The LCMS captures all cracking in each travel direction. Trained pavement technicians analyze the LCMS 2d and 3d solutions to determine the **type of distress**. Typical distresses such as **alligator cracking, bleeding, block cracking, bumps and sags, corrugation, depression, edge cracking, joint reflection cracking, lane/shoulder drop off, longitudinal and transverse cracking, patching and utility cuts, potholes rutting, weathering and raveling**, as well as the **severity of each distress**, following the guidelines established by the ASTM D6433 standards, will be captured. Our distress analysis also includes surface type, ride quality, and average segment road width. Our robust quality control procedures ensure that the measurements comply with ASTM D6433 standards.

Severity levels are typically classified as None, Low, Moderate, or High. Once related to the centerline, the severity data are processed to compute a **Pavement Condition Index (PCI)** - a number between 0 (worst) to 100 (best) that indicates the overall condition of the pavement for a specific segment.

**Transmap is a total Pavement Solution Provider.** If any other testing is required by our customer, Transmap will make sure it is collected on time and within budget.

**Transmap does not rely on a totally automated approach** to pavement inspection. We use field walkout inspections to supplement our LCMS and perform quality control in the field.

### Network Creation / PCI Protocol





## Quality Management Plan (QMP)

### ***Pavement Distress Data QA/QC***

*Transmap has a 20% QA/QC methodology set up in the office and a 5-10% method set up for boots-on-the-ground. The in-office QA/QC consists of randomly selecting 20% of all valid samples and verifying sample areas and distresses measured in sample areas.*



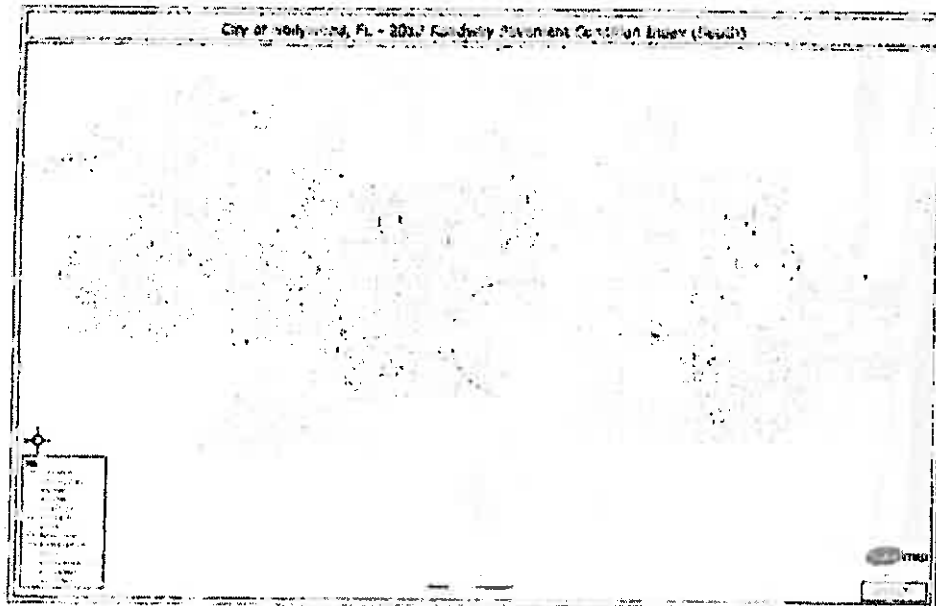
The field QA/QC "boots-on-the-ground" occurs after all of the pavement network and samples are loaded into MicroPAVER to produce a PCI value for each segment. The purpose of field QA/QC is to verify that the distresses measured in the office align with what actually exists in the pavement. Transmap will select random samples to verify, while also focusing on roads that exhibit notable deviations from segment to segment. After the field QA/QC, Transmap updates the samples with any changes found in the field and re-loads MicroPAVER to produce the final PCI values for each roadway segment. Both the office and field QA/QC are designed to check for any inconsistencies with the analyzed samples. With more than 20 years of experience and a highly trained GIS staff, Transmap has mastered the quality assurance process. Our highly regarded quality control methodology ensures that our customers receive a quality product that exceeds their expectations.

## Robust Reporting

### **Tabular and Map-Based Reporting**

At Transmap, we cater to our client's needs. We do not believe in just one style of reporting. Since we are also a GIS company, **our reports always include easy-to-interpret maps.** Maps are great for board presentations, for planning and justifying your budget, and to easily visualize the overall condition of your roadway network.

Transmap can customize reporting to fit the client's needs. Our reporting is both tabular and map based. We are a GIS company and believe that the best way to express the data is in full-size, easy-to-interpret GIS maps with colors that represent Good, Fair, and Poor conditions. We split up maintenance procedures based on preventative and traditional approaches. The colors of the text match which colors would be on the GIS roads file and the ranges are Pavement Condition Index values.



**City of Hollywood, Florida Pavement Condition Index (PCI) Map**



The Maintenance and Repair (M&R) work planning feature is a MicroPAVER tool for planning, scheduling, budgeting, and analyzing alternative pavement M&R activities. The M&R plan utilizes basic inventory data combined with inspection information, maintenance policies, maintenance costs, and predictions about future pavement conditions. Work plan results are specific to your site.

<b>M&amp;R Category</b>	<b>Treatment</b>	<b>Result</b>
Rejuvenation PCI 85-100	None, reclaimer, fog seal	3 year stabilization
Global Maintenance PCI 71-85	Slurry seal, chip seal, micro surfacing	5-8 year stabilization
Preventive Maintenance PCI 50-70	Seal, fog seal, micro surfacing	5-8 year stabilization
Corrective Maintenance PCI 33-49	Mill & patch, ARMI	PCI reset to 100
Reconstruction PCI 0-32	Reconstruction	PCI reset to 100

Transmap has provided support for creating custom reports to many of our clients. These reports have assisted our clients in identifying roads that may need M&R based on budget, target PCI, and other customer-defined criteria. *Transmap can develop twenty-year recommendations indicating the rehabilitation strategy, year of implementation, cost, and improved serviceability.*

The graph below displays how to apply the right treatment to the right road at the right time. Transmap can help the City develop pavement rehabilitation strategies and suggest different treatment options.





## On-Site Support

### Pavement Boot Camp

The boot camp is customized for every client and is designed as two half-day, fact-finding meetings on-site with the client. The boot camp gives the client and Transmap an understanding about which pavement reports the client needs and which legacy data Transmap needs to collect to achieve these reports.

Transmap has successfully managed a boot camp for many customers. This process is considered necessary in establishing a proper PMS project from the beginning. During the boot camp, we will review any current maintenance and rehabilitation (M&R) practices that the City is using. The main focus will be to gather information on M&R practices and pricing. Transmap will suggest some preventative treatments that might best fit the project area. Transmap will use this information to gather regional cost data for the alternative methods of pavement practices. The boot camp will be the foundation for the reporting task.

The following list represents examples of which information Transmap will discuss in the boot camp:

- **Functional class** - The class or group of roads that the road belongs to. MicroPAVER uses the following classes: Principal, Arterial, Collector, Industrial, Residential, Primary, Secondary, and Tertiary.
- **Traffic count data**
- **Budgets** - Current pavement rehabilitation budgets
- **Material costs** - Typical cost of materials for rehabilitation
- **M&R practices** - Types of rehabilitation or reconstruction practices the City is performing. Some examples are Microsurfacing, Cape seal, Slurry Seals, Hot-In-Place Recycling, etc.
- **ArcGIS Online site** - Transmap media site. Transmap will host the geodatabase data in the cloud. The site is created to assist in the tracking of the project deliverables.
- **Overall digital centerline file** - We will review the final centerline file that was provided to Transmap by the City.
- **Construction dates** - Approximate or actual major M&R dates per roadway segment
- **Family Grouping** - Information on how the City wants roads to be grouped in order to have the correct deterioration model for each family

### Personal Pavement Management System Training

Transmap uses the only APWA certified trainer, Scott McDonald, to train all of our clients. A representative from Transmap who has completed advanced MicroPAVER training will be on-site speaking about the data Transmap collected. The City can obtain a Professional Development Credit (PDH) from completing the training. The training will happen after collection activities, so all training will be based on the City's data. Transmap will facilitate a training session (up to 2 days) with City staff to review the MicroPAVER software, including topics such as applying updates, performing edits, prediction modeling, condition analysis, GIS capabilities, and availability for further support or consultation. We have conducted 2-day training classes for many of our clients.



### Your Data, Your Way

We adapt the training to each client's specific needs. We always train your staff on your pavement data and street networks, and we will provide ongoing support by email or phone once the project has been completed.



### Council and Mayor Presentations

Transmap can help you prepare your budgets and even present our findings at a council meeting. Most recently, Transmap performed City Council Workshops for the **City of Hollywood, FL**, the City of Killeen, TX, and the City of Durham, NC. We have a great set of references who will agree that our specifications are the most valuable. These specifications have a tremendous impact on the customer getting what is expected. (Note: **The City of Wilmington received a \$22 million dollar bond over four years because of Transmap's reporting and analysis.** The City of Wilmington was receiving \$750,000 per year *before* Transmap's analysis.)



### Software



#### Pavement Management Software Option: MicroPAVER

**Our system-wide solution for pavement management is MicroPAVER.** MicroPAVER provides pavement management capabilities to develop and organize the pavement inventory, assess the current condition of pavements, develop models to predict future conditions, report on past and future pavement performance, develop scenarios for M&R based on budget or condition requirements, and plan projects. The following is a brief overview of MicroPAVER's components and capabilities.

#### Inventory

MicroPAVER inventory management is based on a hierarchical structure composed of networks, branches, and sections, with the section being the smallest managed unit. This structure allows users to easily organize their inventory while providing numerous fields and levels for storing pavement data.

These are some of the other features included in inventory:

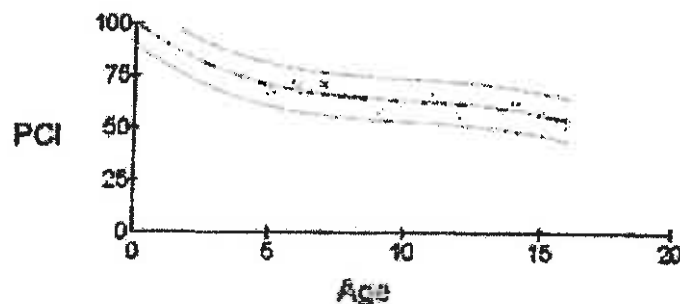
- **User-Defined Fields:** In addition to the standard inventory information, users can define their own fields to meet their management requirements
- **Virtual Inventory:** Allows the user to create virtual copies of the existing inventory and group sections for easy presentation
- **Surface Change:** Automatically calculates and updates pavement surface based on work history information
- **Edit Historical Inventory:** Easily edit historical inventory values associated with previous inspections

#### Field Inspection

To assess pavement condition, MicroPAVER uses the Pavement Condition Index (PCI) as its primary standard. The PCI measures pavement condition on a scale from 0 (worst) to 100 (best). ASTM has adopted the PCI as standard practice for roads (D-6433). MicroPAVER provides users with the ability to customize the PCI condition rating categories. It also allows the user an interface for recording the results of an inspection, as well as for easily importing data from automated vehicle collection sources.

#### Prediction Modeling

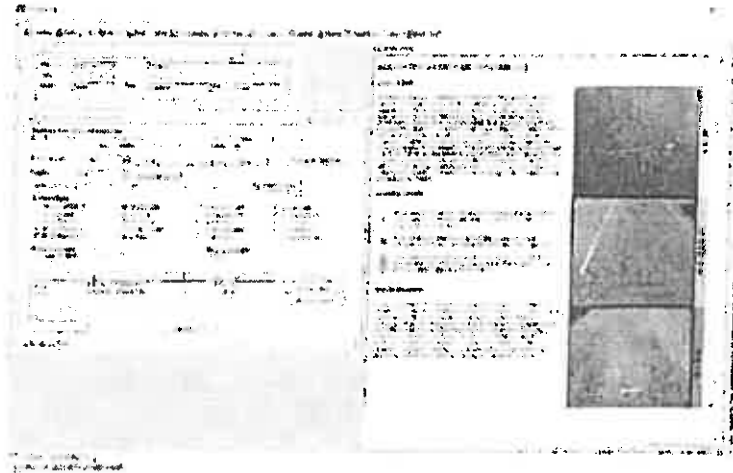
The Prediction Modeling function in MicroPAVER helps identify and group pavements of similar construction that are subjected to similar traffic, weather, and other factors affecting pavement performance. The pavement condition historical data are used to build a model that can accurately predict the future performance of a group of pavements with similar attributes.





### Condition Analysis

The Condition Analysis feature allows users to view the condition of the entire pavement network or any specified subset of the network. This feature reports past conditions based on prior interpolated values between previous inspections as well as projected conditions based on prediction models. ***In MicroPAVER, conditions can be viewed on GIS maps in addition to tables and graphs.***



### Open Source Policy

With an increasingly changing software environment, Transmap's open source policy allows for data to be seamlessly implemented into *many software systems*.

### Esri Developer

Transmap is an Esri Public Works Partner and Developer. Transmap is the only vehicle-based pavement and asset management company hired by Esri to collect roadway infrastructure data.



Through many joint asset management projects, Transmap has helped Esri better understand the needs of a transportation layer for pavement management. We were part of the UNETRANS data model setup and worked exclusively with the Geodatabase, ArcSDE, and ArcGIS Server technologies. It is through this knowledge that Transmap can create a Linear Reference System which will allow the City to link assets to a milepost value. This also helps in describing federal functional direction of the road (West to East and South to North). **Transmap incorporates all collected pavement and asset data in the client's existing GIS.**





## Roadway Imaging

### The ON-SIGHT™ Mobile Mapping System

Transmap's ON-SIGHT™ state-of-the-art mobile mapping system combines the latest imaging and mapping sensors in a vehicle. The ON-SIGHT™ system can capture vehicle-based LIDAR, 360 degree street-level HD images, and a dedicated LCMS scanning for pavement distresses. All data is tied to an accurate GPS location and heading of the vehicle. Technical details of its sensors can be found in the box on to the right.



#### Vehicle-Based LIDAR

Transmap employs an infrared LIDAR sensor that assists us in asset extraction and identification by scanning the Right-of-Way (ROW) in each travel direction. LIDAR has been successfully used to inventory traffic signs, street lights, and to accurately measure their dimensions. The image to the right is an example of utility poles and traffic signs recorded with our LIDAR sensor for a street light inventory.



The following is a list of the mobile pavement/asset inspection equipment:

**Freightliner Sprinter 2500 Full Size Van**  
(Clean diesel)

**Trimble POSLV 420 DGPS fully integrated system**  
(best solution on the market)

- GPS-Ag 332 (L1,L2, Omnistar real-time correction)

- Litton LN 200 at 400hz (highest accuracy)

- X, Y position 1.5 feet

**HD and Ultra HD Cameras**

- 1628 x 1236 Color Images

- 2448 x 2048 Pavement Camera

- 5516 x 3744 Pavement Camera (Optional)

**4K Laser Crack Measurement System (LCMS)**

**Distance Measurement Instrument (DMI)**

**Sick LMS211 Ground-based LIDAR**

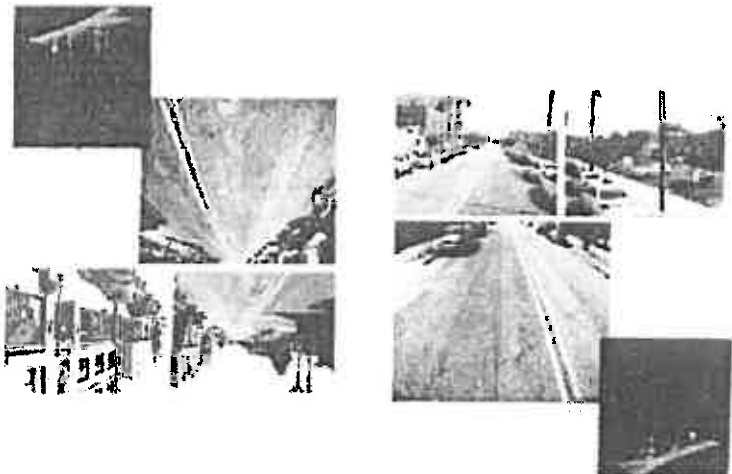
**Two Servers to run up to six devices at one time**

- Real time Raid array

**Trimble 5700 Geodetic Base Stations for post processing data**

### ON-SIGHT™ HD Imaging & Raw Data Collection

To record pavement condition data and roadway assets in the field, Transmap drives its ON-SIGHT™ HD mapping vehicles along all roads specified during the network definition phase of the project. The system captures pavement and ROW images on both sides of each roadway for a **360-degree view of the road**. This process allows us to capture **100 percent** of the pavement surface and ROW of each road. As a standard, Transmap records images at **13.1-foot intervals** in order to capture a clear view of every ROW feature and pavement distress. This spacing can be customized in order to meet specific customer needs.



Transmap's standard roadway imaging system consists of a 3-camera configuration: One camera facing forward, another camera at a 45-degree angle to capture ROW features, and a third rear mounted camera facing down on the pavement. This system can be upgraded for a total of **12 sensors (LIDAR, cameras)**. The ON-SIGHT™ system is increasingly flexible and can be adjusted to meet our client's needs.



**Transmap's Images are open source.** Images can be set up and used with any image viewer. The image database is comprised of industry-standard JPEGs that are geo-referenced via the **Esri geodatabase** (shapefile). This process allows Transmap to host images on our server and provide clients with immediate access over the Internet, allowing multiple users to view and use the data from a central location. **ArcGIS Online** technology allows users to view images and see all asset features in a web-based GIS environment. A copy of the images will be delivered to the customer on a USB2 hard drive with the raw AVI files or flash media.

#### **QC for ON-SIGHT™ HD Imaging**

Transmap performs daily quality control checks for all ON-SIGHT™ HD data. Each day, the **GPS data** is processed, reviewed, and backed up. If the results do not meet our standards, the GPS data will be re-collected the following day. On any given day, the ON-SIGHT™ HD data is processed and basically ready for delivery. In terms of **Completeness Checks**, Transmap has created a drive coding system that allows for simple completeness tracking at any stage of the imaging process. **Imaging Quality Control** starts with the ability to view all images being collected in the field as they are recorded. If there are quality problems with the cameras, the area can be reimaged as soon as the problem is detected. The images from the vehicle are also spot-checked in the office for consistency of exposure. To ensure the highest image quality, we will not survey during low light or adverse weather conditions. Unacceptable images will be recollected. If poor exposure is detected in the office, the image area is sent back to the field for re-imaging.



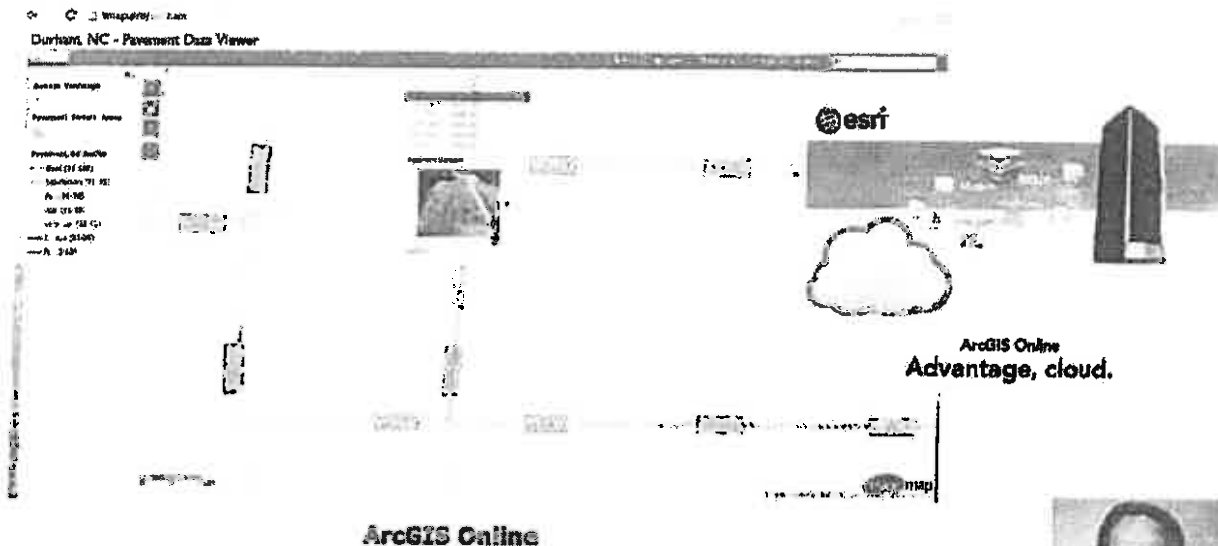
## Optional Tasks

Transmap understands that the City of Coral Springs would like the option to be provided with a road asset management system that includes items such as sidewalks, bike paths, curbs, gutters, and other details. Transmap has included the following two Road Asset Management System options:

### Road Asset Management System: Option 1

#### ArcGIS Online

Transmap can host our client's data on our servers for easy access over the Internet. This allows for multiple users to view and use the data in their web browser. Some clients choose to make their GIS and asset information available to their constituents.



ArcGIS Online

*"This is fantastic... Transmap is doing some amazing stuff." - David Totman, Esri's Public Works Industry Manager*



### Road Asset Management System: Option 2

#### Cityworks Asset Management Software

*Transmap is a total solution provider and has been a Cityworks Strategic Partner for over 10 years. We are a Silver Sponsor every year at the Cityworks User Conference.*



#### MicroPAVER/Cityworks Interface

If the City wishes to purchase Cityworks, our data can be implemented directly into Esri and the **Cityworks/MicroPAVER interface**. The pavement management interface allows users to link MicroPAVER and Cityworks. As both systems use a street centerline network as their reference frame, a line of communication is established that allows the user to pass information between the two programs. The type of information passed back and forth includes inspection data and work history.

***Transmap has completed five MicroPAVER/Cityworks implementations since 2013.***

Transmap can meet the City's requirements to provide the professional and technical services necessary to install MicroPAVER software on 1-3 work stations, connect MicroPAVER and Cityworks platforms using the MicroPAVER/Cityworks interface, and test the two systems to confirm full functionality consistent with manufacturers specifications.



## Optional ROW Asset Collection

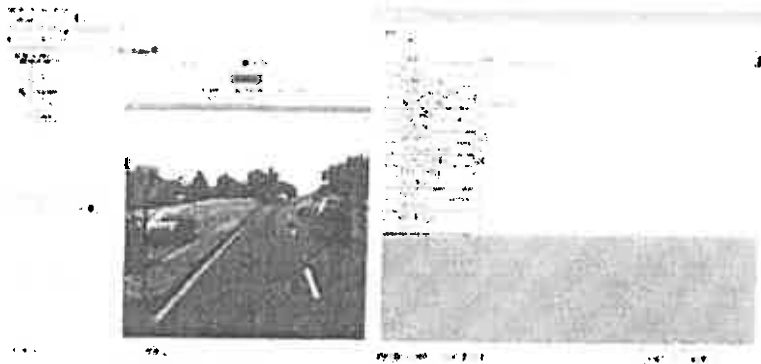
In addition to providing the City with a complete pavement management solution, Transmap can inventory roadway assets that will provide cost savings for the City of Coral Springs.

### Additional Value

Transmap has the capability to extract and populate all assets listed in the City's RFP including *parking lots, sidewalks, asphalt paths, curbs, valley gutters, traffic and street name signs, swale trees, medians, guardrails, manholes, valves, hydrants, and storm drains.*

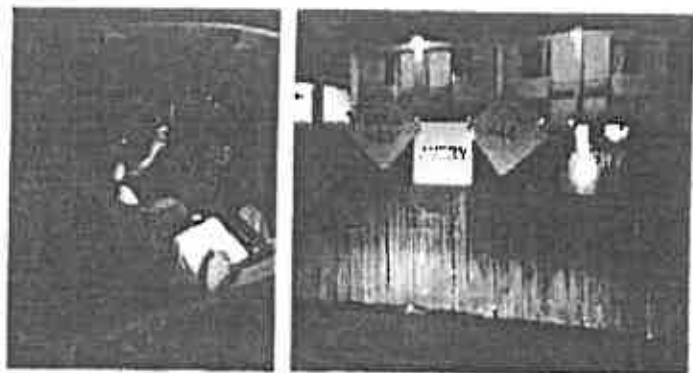
### Citywide Sign Inventory (MUTCD Compliance)

Through our technology and our expert employees, Transmap can meet and exceed the data requirements for the condition assessment of all signs as listed as an optional task in the RFP. These services include but are not limited to: Sign location (within 1 meter), sign orientation, sign position, MUTCD code, standard width and height, sign structure, post structure condition, sign condition, etc. Transmap understands that all signs must be in compliance with the current edition of the Uniform Traffic Control Devices Manual. Below is a screen capture of what our sign extraction software looks like along with our attribute fields.



### Optional MUTCD Nighttime Sign Assessment (Reference Federal Highway Administration)

Transmap uses the MUTCD-approved nighttime assessment method for determining if a regulatory or warning sign meets minimum reflectivity requirements. The usual method of inspecting signs at night is to use a two-person crew. While the driver focuses on the driving task, the passenger evaluates the signs and records the appropriate information. Transmap will perform a nighttime visual inspection of signs that are in need of further inspection after we perform our daytime assessment. Most recently, Transmap performed nighttime sign assessments in the City of Killeen, Texas, the City of Rockford, Illinois, the City of Bozeman, Montana, the City of Ann Arbor, Michigan, and the City of Santa Barbara, California.





**Optional Falling Weight Deflectometer (FWD)**

Transmap can supply the City with project-level FWD testing using our trailer mounted KUAB 2m-FWD dynamic impulse loading device. The KUAB meets or exceeds all requirements of ASTM standard test method D4694-96 and the SHRP calibration protocol for FWD equipment. Some of the unique features of the KUAB 2m-FWD include:

- Two MASS Configuration: The most significant factor in the production of a load pulse that simulates the actual effects of a moving vehicle,
- Segmented Load Plate: Ensures a uniform pressure distribution over the full area of the plate.
- Seismometers: The deflection measuring sensors with a range of 0 to 200 mils (0 to 5080 microns).

**Optional Ground Penetrating Radar**

Ground Penetrating Radar (GPR) testing is used to determine pavement layer thickness and to help identify the uniformness of pavement layers along a section. This process should be used in conjunction with FWD testing. Transmap offers this service as an option in connection with project level FWD testing.

**Communications**

Transmap will provide the City of Coral Springs' Project Manager with monthly and milestone reports, as well as informal communications on a day-to-day or every-other-day basis. We encourage the City to contact our references regarding our reliable services.





Request For Proposals

City of Coral Springs, Florida

Comprehensive Pavement Management Program

RFP Number: 15-D-005

February 2015

*For Every...*

Edge Cracking

EXHIBIT B

trans map





February 18th, 2015

The City of Coral Springs Purchasing Administrator  
City Hall  
9551 West Sample Road  
Coral Springs, Florida 33065

**RE: RFP NO. 15-D-005, Comprehensive Pavement Management Program**

Ms. Gail Dixon:

Thank you for allowing Transmap Corporation to propose our solutions. We are pleased to present the City of Coral Springs with our response to your request for a best and final offer. Since our establishment in 1994, all of our projects have been completed under budget. Transmap Corporation can meet and exceed the technical requirements for this project.

*Unlike other vendors, Transmap uses a Hybrid Approach for measuring pavement.*

I have outlined a few key features that you will find beneficial in qualifying Transmap as the best provider for your pavement and asset management needs:

- **Technology (Crack Map 3D)** - 2015 2D/3D Laser Crack Measurement System (Hybrid Approach) - Field Verification (QA/QC) - ASTM Pavement Condition Index - Customer Delivery Interface
- **360° Coverage** - Pavement and assets driven in both directions - Repeatable solution
- **ASTM Standards** - Pavement is collected following the guidelines established by ASTM D6433 standards - PCI adopted as the standard practice for roads - Robust QA/QC procedures

Please feel free to call with any questions. I can be contacted at [hluxhoj@transmap.com](mailto:hluxhoj@transmap.com) or on my mobile at 614-886-4100.

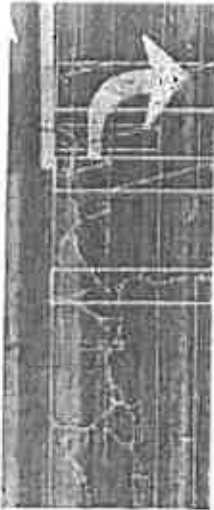
Best regards,

A handwritten signature in black ink, appearing to read "Howard Luxhoj", written over a horizontal line.

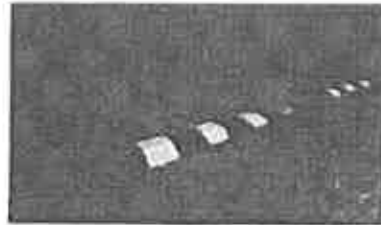
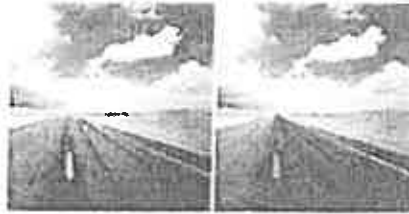
Howard Luxhoj, PE  
President and CEO  
Transmap Corporation



## Best Technology

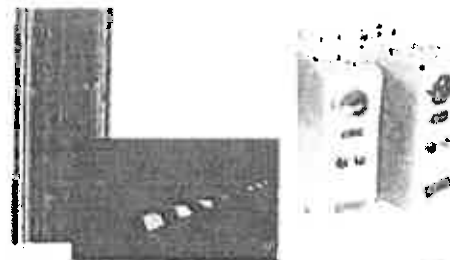


**Laser Crack Measurement System  
(3D Modeling Cross Slope)**



**LIDAR**

## Map



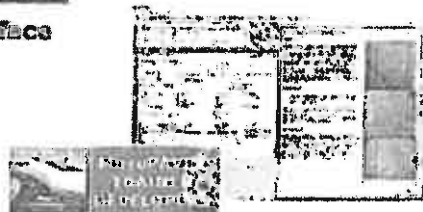
**LCMS 3D/2D System  
(Hybrid Approach)**



**Customer Delivery Interface**



**Field Verification - QA/QC**

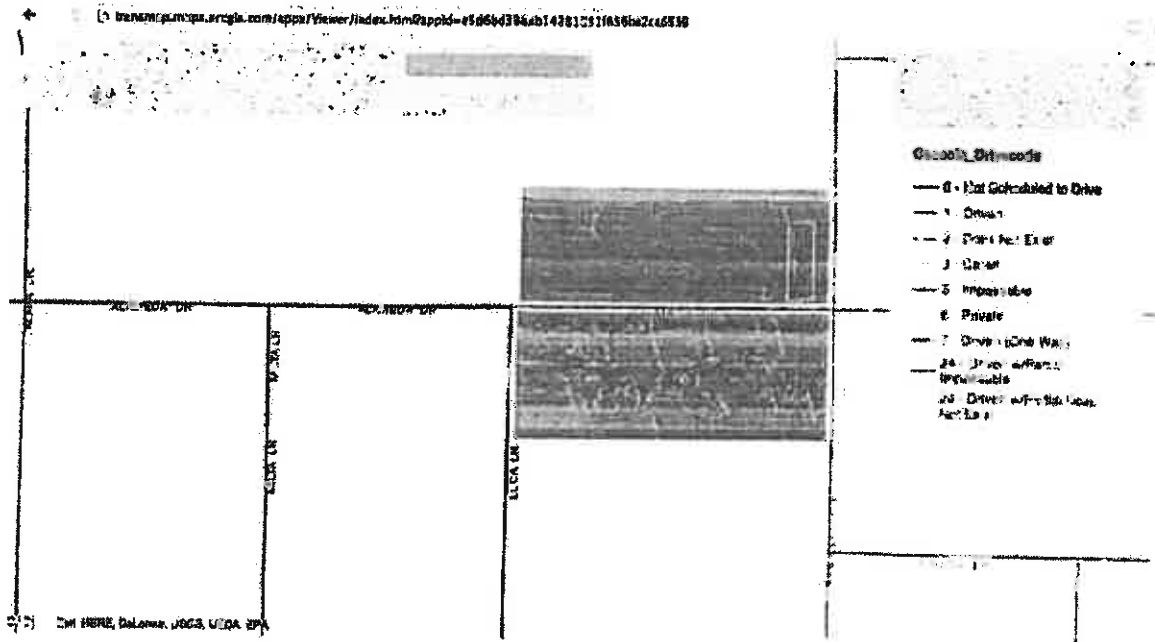


**MicroPAVER (PCI/Planning Interface)**



Map

100% coverage (both sides of the roadway)



## Local Florida Data Models

Transmap has experience with local performance models.





## **Table of Contents**

- **Best and Final Pavement**
- **Best and Final Assets**
- **Best and Final County Sidewalks**
- **Best and Final Assets Including County Sidewalks**



Coral Springs, FL  
Rest and Final Pavement

## 1) Pavement Management Program Roads

Task	Description	Comments	Transmap Units	Transmap Price	Total
1a	ON-SIGHT™ Raw Data Collection Includes LIDAR (units = centerline miles)	Raw roadway data and image capture. 360-degree image view of all roadways (ROW) with dedicated ROW cameras and ground-based LIDAR (100% roadway coverage). Transmap will utilize our Crack Map 3D technology (LCMS) for pavement collection - also driven in both directions	224	\$92.99	\$20,829.76
1b	Advanced Inspection Processing - Profilometer (units = jump sum)	Transmap uses an ASTM compliant E950 profilometer and will process all rutting and ride collected data.	1	\$2,995.00	\$2,995.00
1c	Network Setup and Review (units = hours)	Transmap will review the City's centerline file and set up the required network for loading into MicroPAVER. This includes any existing data from the County that needs to be incorporated into the pavement management system.	10	\$99.00	\$990.00
1d	Pavement Inspection (units = centerline miles)	Detailed surface distress analysis using Transmap's Pavement 2.0 approach. Transmap uses ASTM D6433 compliant methods - Vehicle automated collection using a combination of lasers, 2D/3D images and field walkout, average pavement width of segment included (price includes field verification)	224	\$47.50	\$10,640.00
1e	MicroPAVER Load (units = jump sum)	Formatting pavement sample data and centerline file for mass load into MicroPAVER using scripts	1	\$1,000.00	\$1,000.00
1f	GIS Integration (units = hours)	Transmap will link all PCI data to the City's centerline file. If any other GIS work is needed to be done, the hours can be purchased.	12	\$99.00	\$1,188.00
1g	Pavement Management Practices Definition "Boot Camp" (price is per day)	Transmap will meet with the City to review maintenance/rehabilitation activities, analysis procedures, and collect any existing information on roadways (ADT data, construct dates, maintenance dates, etc.)	2	\$1,750.00	\$3,500.00
1h	Pavement Reporting (units = hours)	Transmap will put together tabular and GIS map data to support traditional/preventative maintenance pavement reporting. Budget scenarios with actual dollar amounts per M&R activity.	44	\$125.00	\$5,500.00
1i	MicroPAVER Software (units = software)	Transmap will purchase MicroPAVER software for the City. This pricing is based on the City having at least one registered APWA member. This is a download that comes with 2 installations	1	\$1,005.00	\$1,005.00
1j	On-Site MicroPAVER Training (units = days) Expenses Included	Transmap will provide on-site training for up to five City personnel on MicroPAVER 1 training.	2	\$2,800.00	\$5,600.00
1k	Transmap Project Management Pavement (units = hours)	Estimated minimum hours - If the City needs more hours based on the amount of assistance from Transmap, standard rates apply.	31	\$99.00	\$3,069.00
1l	ArcGIS Server Web-Based Image Viewer (free access for 6 months after project completion)	Transmap will set up the City to view all collected images in a web hosted environment. PCI results, Sample locations, Distress data, Orthophotography and GIS basemap layer will be posted in ArcGIS Online.	0	\$875.00	

Subtotal \$56,316.76

## 2) Pavement Management Program Alleys

Task	Description	Comments	Transmap Units	Transmap Price	Total
2a	ON-SIGHT™ Raw Data Collection Includes LIDAR (units = centerline miles)	Alleys will be driven in one direction with dedicated pavement system and ground-based LIDAR (100% roadway coverage). Transmap will utilize our 4K Laser Crack Measurement System (LCMS).	6	\$92.99	\$557.94
2b	Pavement Inspection (units = centerline miles)	Detailed surface distress analysis using Transmap's Pavement 2.0 approach. Transmap uses ASTM D6433 compliant methods - Vehicle automated collection using a combination of lasers, 2D/3D images and field walkout, average pavement width of segment included (price includes field verification)	6	\$47.50	\$285.00

Subtotal \$842.94

Pavement Subtotal \$57,159.70

Rest and Final Discount 5% -\$2,857.99

Total Pavement Project \$54,301.71

\*Discount of \$2,857.99 applied



## 2) Assets

Task	Description	Comments	Transmap Units	Transmap Price	Total
2a	Requested Assets (units = centerline miles) Rates based on standard attributes	Transmap will extract all storm drains, sidewalks/ADA ramps, traffic signs and guard rails - At a minimum the standard attributes will include: street name, unique ID, unique ID (street centerline), type, x,y coordinates, etc.	224	\$92.00	\$20,608.00
	Best and Final Discount (units = centerline miles)		224	\$13.00	-\$2,912.00
2b	GIS Integration (units = hours)	Transmap will link all asset data to the City's centerline file. If any other GIS work is needed to be done, the hours can be purchased.	16	\$99.00	\$1,584.00
2c	Transmap Project Management Assets (units = hours)	Estimated minimum hours - If the City needs more hours based on the amount of assistance from Transmap, standard rates apply.	12	\$99.00	\$1,188.00
				Subtotal	\$20,468.00

\*Discount of \$2,912.00 applied



3) Pathways

Task	Description	County	Transmap Units	Transmap Price	Total
3a	ON-SIGHT™ Raw Data Collection Includes LIDAR (units = centerline miles)	Raw roadway data and image capture. 360-degree image view of all County roadways (ROW) with dedicated ROW cameras and ground-based LIDAR (100% roadway coverage). Transmap will also run our Crack Map 3D technology (LCMS) for pavement collection for future pavement extraction - also driven in both directions.	13	\$92.99	\$1,208.87
3b	Sidewalk Extraction (units = centerline miles) Rates based on standard attributes	Transmap will extract all County sidewalks and ADA ramps - At a minimum the standard attributes will include: street name, unique ID, unique ID (street centerline), type, x,y coordinates, etc.	13	\$32.00	\$416.00
3c	Transmap Project Management County sidewalks (units = hours)	Estimated minimum hours - If the City needs more hours based on the amount of assistance from Transmap, standard rates apply.	1	\$99.00	\$4.00
Subtotal					\$1,628.87



Transmap Corporation

Orlando Springs, FL

February 20, 2015

Best and Final Assets Including County Sidewalks

4) Assets Including County Sidewalks

4a	Description	Comments	Transmap Units	Transmap Price	Total
4a	Requested Assets (units = centerline miles) Rates based on standard attributes	Transmap will extract all storm drains, sidewalks/ADA ramps, traffic signs and guard rails - At a minimum the standard attributes will include, street name, unique ID, unique ID (street centerline), type, x,y coordinates, etc.	237	\$92.00	\$21,804.00
	Best and Final Discount (units = centerline miles)		237	\$14.00	-\$3,318.00
4b	GIS Integration (units = hours)	Transmap will link all asset data to the City's centerline file. If any other GIS work is needed to be done, the hours can be purchased.	16	\$99.00	\$1,584.00
4c	Transmap Project Management Assets (units = hours)	Estimated minimum hours - If the City needs more hours based on the amount of assistance from Transmap, standard rates apply.	12	\$99.00	\$1,188.00

\*Discount of \$3,318.00 applied

Subtotal

\$21,258.00



<b>ACTION:</b>	Resolution 2015-009 was approved and adopted.
<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Larry Vignola, Vice Mayor
<b>SECONDER:</b>	Dan Daley, Commissioner
<b>AYES:</b>	Campbell, Vignola, Carter, Cimaglia, Daley

**9. Turtle Run Community Development District Declaration of Gift for Improvements:**

Request to accept the Declaration of Gift and authorize the appropriate City officials to execute the Acceptance of Gift (REQUEST TO ACCEPT, AUTHORIZE)

<b>ACTION:</b>	The Declaration of Gift was accepted.
<b>RESULT:</b>	<b>ACCEPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Larry Vignola, Vice Mayor
<b>SECONDER:</b>	Dan Daley, Commissioner
<b>AYES:</b>	Campbell, Vignola, Carter, Cimaglia, Daley

**10. Agreement, Comprehensive Pavement Management Program:**

Request to award contract for comprehensive pavement management program RFP #15-D-005 to **Transmap Corporation** of Upper Arlington, OH, in an amount not to exceed \$100,000.00. (REQUEST TO AWARD)

<b>ACTION:</b>	The contract was awarded.
<b>RESULT:</b>	<b>AWARDED [UNANIMOUS]</b>
<b>MOVER:</b>	Larry Vignola, Vice Mayor
<b>SECONDER:</b>	Dan Daley, Commissioner
<b>AYES:</b>	Campbell, Vignola, Carter, Cimaglia, Daley

**11. Security Guard Services:**

Request to award contract for security guard services, bid 15-C-041F, to **Gloval, Inc.** of Doral, FL, beginning May 4, 2015 through April 30, 2017. The estimated annual expenditure is \$59,000.00. (REQUEST TO AWARD)

<b>ACTION:</b>	The contract was awarded.
<b>RESULT:</b>	<b>AWARDED [UNANIMOUS]</b>
<b>MOVER:</b>	Larry Vignola, Vice Mayor
<b>SECONDER:</b>	Dan Daley, Commissioner
<b>AYES:</b>	Campbell, Vignola, Carter, Cimaglia, Daley

**12. Ratification, Memorandum of Understanding Fraternal Order of Police:**

Request to ratify the Memorandum of Understanding amending the Collective Bargaining Agreement between the City of Coral Springs and the Fraternal Order of Police, Lodge No. 87,



**City of Coral Springs  
City Commission Meeting Agenda Item**

Meeting: April 1, 2015  
Department: Financial Services  
Initiated By: Gail Dixon

**Summary Sheet**

DOC ID: 4347

**SUBJECT:** Comprehensive Pavement Management Program

**PLACEMENT:** Consent

**REQUESTED ACTION:** Request to award contract for Comprehensive Pavement  
**(INCLUDE CONTRACT START/TERM DATES)** Management Program RFP #15-D-005 to **Transmap Corporation** of upper Arlington, Ohio in an amount not to exceed \$100,000. (REQUEST TO AWARD)

**PROJECT REVIEWED BY OR INCLUDED IN:** CIP

**ATTACHMENTS:** #1 – List of Proposers  
#2 – Agreement

**BACKGROUND / DESCRIPTION:**

1. Using Department: Public Works
2. Justification for Award Recommendation:  
\_\_\_\_\_ Most responsive and responsible Bidder  
      X   Highest ranked Proposer  
\_\_\_\_\_ Other: \_\_\_\_\_
3. Is this item in the adopted budget?     X         Yes   \_\_\_\_\_ No
4. Is this item in the CIP?                 X         Yes   \_\_\_\_\_ No
5. Insurance:                     X         Approved  
                                      \_\_\_\_\_       N/A
6. Additional Information:

Comprehensive Pavement Management Services entail a vendor providing equipment and labor to analyze City maintained streets with a laser equipped van. These resulting images are analyzed to determine the condition of the pavement. The lasers pick up condition issues such as cracking, rut depth measurement, and roughness of the roads. They also grade the roads as to overall condition. A software program analyzes the overall conditions of the roads including locations of issues that require attention. In addition an asset inventory will be taken of street signs, storm drains, guard rails, paved pathways, and sidewalks to aid in the number and location of each City asset.

A report is created utilizing the data and details the following information:



**City of Coral Springs  
Commission Meeting Agenda Item  
Summary Sheet  
Meeting: April 1, 2015**

**Subject: Comprehensive Pavement Management Program**

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- Pavement Inventory
- Pavement Condition
- Pavement Improvement Strategies
- Cost Benefit Analysis
- Priority Listing
- Asset Inventory (storm drains, guard rails, signs, ADA ramps, County sidewalks)
- Assist with budgeting for Capital Projects

An RFP (Request for Proposal) was prepared for the Comprehensive Pavement Management Program and a total of five proposals were received from the following firms:

- Data Transfer Solutions, LLC
- Enterprise Information Solutions, Inc
- IMS Infrastructure Management Services, LLC
- Stantec Consulting Service, Inc
- Transmap Corporation

The Evaluation Committee consisting of: Glen Gordon, Streets Superintendent, Matt Cusic, Public Works Lead Worker, Dmitriy Topolinskiy, Programmer/Analyst, and Gail Dixon, Purchasing Agent II reviewed the proposals and shortlisted the following proposers:

- Enterprise Information Solutions, Inc
- Stantec Consulting Service Inc
- Transmap Corporation

Presentations were held with the three vendors and the Evaluation Committee selected Transmap Corporation as the top ranked proposer for the following reasons:

- Transmap was the lowest price proposer
- Transmap is the only vendor that will drive all the City roads in both directions providing total coverage of all lanes
- Transmap records images at 13.1 foot intervals
- Transmap also provides Field Engineers on site to provide field verification
- Transmap is a strategic ESRI (Environmental Systems Research Institute) partner and is the only vehicle-based asset management company hired by ESRI to collect data ESRI is the premier GIS software utilized around the world
- Transmap utilizes MicroPAVER software which the City can purchase as needed



**City of Coral Springs  
Commission Meeting Agenda Item  
Summary Sheet  
Meeting: April 1, 2015**

**Subject: Comprehensive Pavement Management Program**

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The cost for these services is \$75,559.71. The contract allows a two year time frame to allow for additional services or information as needed, with an expenditure limit of \$100,000 over this period of time. Additional items that might be needed include a street tree inventory, the condition of curbing and pavement markings on County roads.

For the reasons stated above, the Evaluation Committee recommends the award for Comprehensive Pavement Management Program to Transmap Corporation.

Copies to:

R. Michaud, Director of Public Works  
C. Matthews, Director of Information Services  
M. Heller, Director of Financial Services  
S. Grant, Deputy City Manager  
S. Whitacre, Deputy City Attorney  
J. Hearn, City Attorney



## City of Palm Bay, FL

## Best and Final Assets Including County Sidewalks

## 4) Assets Including County Sidewalks

4a	Description	Comments	Transmap Units	Transmap Price	Total
4a	Requested Assets (units = centerline miles) Rates based on standard attributes	Transmap will extract all storm drains, sidewalks/ADA ramps, traffic signs and guardrails - At a minimum the standard attributes will include; street name, unique ID, unique ID (street centerline), type, x,y coordinates, etc.	792	\$92.00	\$72,864.00
	Best and Final Discount (units = centerline miles)		792	\$14.00	-\$11,088.00
4b	GIS Integration (units = hours)	Transmap will link all asset data to the City's centerline file. If any other GIS work is needed to be done, the hours can be purchased.	16	\$99.00	\$1,584.00
4c	Transmap Project Management Assets (units = hours)	Estimated minimum hours - If the City needs more hours based on the amount of assistance from Transmap, standard rates apply.	42	\$99.00	\$4,158.00
Subtotal					\$67,518.00

**\*Discount of \$11,088.00 applied**



**City of Palm Bay, FL  
Best and Final Pavement**

**1) Pavement Management Program Roads**

Task	Description	Comments	Transmap Units	Transmap Price	Total
1a	ON-SIGHT™ Raw Data Collection Includes LiDAR (units = centerline miles)	Raw roadway data and image capture. 360-degree image view of all roadways (ROW) with dedicated ROW cameras and ground-based LiDAR (100% roadway coverage). Transmap will utilize our Crack Map 3D technology (LCMS) for pavement collection - also driven in both directions	792	\$92.99	\$73,648.08
1b	Advanced Inspection Processing - Profilometer (units = lump sum)	Transmap uses an ASTM compliant E950 profilometer and will process all rutting and ride collected data.	1	\$2,995.00	\$2,995.00
1c	Network Setup and Review (units = hours)	Transmap will review the City's centerline file and set up the required network for loading into MicroPAVER. This includes any existing data from the County that needs to be incorporated into the pavement management system.	10	\$99.00	\$990.00
1d	Pavement Inspection (units = samples)	Detailed surface distress analysis using Transmap's Pavement 2.0 approach. Transmap uses ASTM D6433 compliant methods - Vehicle automated collection using a combination of lasers, 2D/3D images and field walkout, average pavement width of segment included (price includes field verification)	13,905	\$5.69	\$79,119.45
1e	MicroPAVER Load (units = lump sum)	Formatting pavement sample data and centerline file for mass load into MicroPAVER using scripts	1	\$1,000.00	\$1,000.00
1f	GIS Integration (units = hours)	Transmap will link all PCI data to the City's centerline file. If any other GIS work is needed to be done, the hours can be purchased.	12	\$99.00	\$1,188.00
1g	Pavement Management Practices Definition "Boot Camp" (price is per day)	Transmap will meet with the City to review maintenance/rehabilitation activities, analysis procedures, and collect any existing information on roadways (ADT data, construct dates, maintenance dates, etc.)	2	\$1,750.00	\$3,500.00
1h	Pavement Reporting (units = hours)	Transmap will put together tabular and GIS map data to support traditional/preventative maintenance pavement reporting. Budget scenarios with actual dollar amounts per M&R activity.	44	\$125.00	\$5,500.00
1i	MicroPAVER Software (units = software)	Transmap will purchase MicroPAVER software for the City. This pricing is based on the City having at least one registered APWA member. This is a download that comes with 2 installations	1	\$1,005.00	\$1,005.00
1j	On-Site MicroPAVER Training (units = day's) Expenses included	Transmap will provide on-site training for up to five City personnel on MicroPAVER 1 training.	2	\$2,800.00	\$5,600.00
1k	Transmap Project Management Pavement (units = hours)	Estimated minimum hours - If the City needs more hours based on the amount of assistance from Transmap, standard rates apply.	110	\$99.00	\$10,890.00
1l	ArcGIS Server Web-Based Image Viewer (free access for 6 months after project completion)	Transmap will set up the City to view all collected images in a web hosted environment. PCI results, Sample locations, Distress data, Orthophotography and GIS basemap layer will be posted in ArcGIS Online.	0	\$875.00	

*Subtotal* **\$185,435.53**

**2) Pavement Management Program Alleys**

Task	Description	Comments	Transmap Units	Transmap Price	Total
2a	ON-SIGHT™ Raw Data Collection Includes LiDAR (units = centerline miles)	Alleys will be driven in one direction with dedicated pavement system and ground-based LiDAR (100% roadway coverage). Transmap will utilize our 4K Laser Crack Measurement System (LCMS).	0	\$92.99	\$0.00

*Subtotal* **\$0.00**

*Pavement Subtotal* **\$185,435.53**

*Best and Final Discount 5%* **~~-\$9,271.78~~**

*Total Pavement Project* **\$176,163.75**

**\*Discount of \$9,271.78 applied**

\*\* This pricing will be honored if the City is able to use the Coral Springs contract. If the City can't use this contract then pricing will be null and void





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

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

**DATE:** September 15, 2016

**SUBJECT:** One (1) Appointment – Melbourne-Tillman Water Control District Board

As you may recall, the term of James Tapp on the above subject board will expire on September 30, 2016. Mr. Tapp has reapplied to continue service on the board.

The position has been announced at the last two regular Council meetings and applications solicited for same. The following application has been received:

James Tapp  
132 Kyle Court, NE 32907

The matter is presented to Council for the appointment of one (1) member to the Melbourne-Tillman Water Control District Board.

If you should have any questions, please advise.

/jcd  
Attachments





Office of The

SEP - 2 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., Sept. 7, 2016, TO BE CONSIDERED BY THE CITY COUNCIL.

Board/Committee: MELBOURNE-TILLMAN WATER CONTROL DISTRICT

1. Full name: JAMES C. TAPP JR

a) Home Address: 132 KYLE CT N.E

City: PALM BAY, FLORIDA Zip Code: 32907

Telephone No. 321-724-4857 Cell No.: 321-698-5516

E-mail: tapps.dream@att.net

b) Employer: RETIRED Occupation: FIREFIGHTER

Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

E-mail: \_\_\_\_\_

Job responsibilities: \_\_\_\_\_

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

List job responsibilities in the space above.

2. Education: GED.

36 CREDITS JUNIOR 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? 22 YRS

5. How long have you been a resident of Brevard County? 28 YRS



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): MELBOURNE TILLMAN WATER CONTROL

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

If yes, please list board(s): MELBOURNE TILLMAN WATER CONTROL

~~SERVED~~ AS OF MARCH 2006

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) SPACE COAST FIELD OF DREAMS "SPORTS PARK FOR SPECIAL NEEDS"  
\*FOUNDER, PRESIDENT & ACT. TREASURER

14. What are your hobbies/interests?       

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

I HAVE BEEN ON THE M.T.W.C.D. STARTING MARCH 2006  
I AM VERY INVOLVED.

PREVIOUSLY I MADE A MOTION TO DONATE 100,000 YARDS OF FILL  
FROM CANALS THAT WAS GIVEN TO P.B. PARKWAY



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 X  
Asian-American \_\_\_\_\_ Female \_\_\_\_\_  
Hispanic-American \_\_\_\_\_  
Native-American \_\_\_\_\_  
Caucasian X  
Not Known \_\_\_\_\_

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: \_\_\_\_\_

*James C. Tapp*

Date: \_\_\_\_\_

*SEPT 2<sup>nd</sup>, 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





## **COMMITTEE AND COUNCIL REPORTS**

- **The Greater Palm Bay Chamber of Commerce**
- **Florida Puerto Rican Hispanic 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:** September 15, 2016

**RE:** Resolution renaming the Palm Bay Community Center for Anthony J. Rosa

On April 5, 2016 the Recreation Advisory Board at it's regular meeting unanimously voted in favor of renaming the Palm Bay Community Center for Anthony J. Rosa. City Council also voted unanimously for the renaming of the Community Center at the June 16, 2016 Council Meeting. A formal dedication is scheduled for September 17, 2016 at 9 a.m. at which time the proposed Resolution renaming the community center will be read.

**REQUESTING DEPARTMENT:**

Parks and Recreation

**FISCAL IMPACT:**

No Fiscal Impact

**RECOMMENDATION:**

Motion to approve the Resolution renaming the Palm Bay Community Center for Anthony J. Rosa.

Attachment: 1) Resolution

FP/ab



## **RESOLUTION NO. 2016-35**

**A RESOLUTION OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, RENAMING THE PALM BAY COMMUNITY CENTER IN HONOR OF ANTHONY J. ROSA, THE CITY'S FIRST PARKS AND RECREATION DIRECTOR; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Anthony J. Rosa began his career with the Parks and Recreation Department in 1968 and directed the department until 1978, and

**WHEREAS**, Mr. Rosa was a mentor and coach to the youth of Palm Bay and was responsible for starting of all youth sports, and

**WHEREAS**, Mr. Rosa was one of the founders of the Brevard County Youth Football League that still runs a strong program throughout the County, and

**WHEREAS**, the vision by Mr. Rosa to build the Community Center and acquiring the funding for construction was a pivotal point for the growth of not only the Department but the City as a whole, and

**WHEREAS**, the City of Palm Bay desires to formally rename the Palm Bay Community Center.

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

**SECTION 1.** The above recitals are true and correct and, by this reference, are hereby incorporated into and made an integral part of this resolution.

**SECTION 2.** The City Council of the City of Palm Bay, Brevard County, Florida, hereby formally renames the Palm Bay Community Center as Anthony J. Rosa Community Center.



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

This Resolution was duly enacted at Meeting No. 2016- , by the City Council of the City of Palm Bay, Brevard County, Florida, held on , 2016.

---

William Capote, MAYOR

ATTEST:

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Terese M. Jones, CITY CLERK





## LEGISLATIVE MEMORANDUM

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

**FROM:** Gregg Lynk, City Manager 

**DATE:** September 15, 2016

**RE:** Motion to Approve Grant agreement between City of Palm Bay and Florida Institute of Technology

On July 7, 2016, City Council agreed to begin the process of entering into a grant agreement with Florida Institute of Technology (FIT) in support of the Center for Advanced Manufacturing and Innovated Design (CAMID). City Staff, Legal Counsel and FIT staff prepared an agreement in concurrence with the direction provided by Council at the July 7<sup>th</sup> meeting.

**REQUESTING DEPARTMENTS:**

Economic Development and External Affairs, City Manager's Office

**FISCAL IMPACT:**

Fiscal Impact per a multi-year plan will be: FY 2017 - \$50,000.00 grant award from general fund; FY 2018 - \$100,000.00 grant award from general fund; and FY 2019 - \$150,000.00 grant award from general fund.

**RECOMMENDATION:**

Motion to authorize signature of the CAMID Grant Agreement between the City and FIT.

Attachment: 1) Grant Agreement

AA/ab



## **GRANT AGREEMENT**

THIS GRANT AGREEMENT is entered into as of the \_\_\_\_ day of September, 2016 by and between the CITY OF PALM BAY ("City"), a Florida municipal corporation with a mailing address of 120 Malabar Road S.E., Palm Bay, Florida 32725, and the FLORIDA INSTITUTE OF TECHNOLOGY, INC. ("FIT"), a Florida not-for-profit corporation with a mailing address of 150 W. University Boulevard, Melbourne, Florida 32901.

### **RECITALS**

WHEREAS, the City desires to attract new business investment, retain and expand existing businesses, and encourage entrepreneurship within the City;

WHEREAS, the City Council has assigned to the City Manager and his designated staff the function of serving as the economic development agency for the City with legal assistance from the City Attorney;

WHEREAS, pursuant to the City Charter, the City is empowered to make grants to private enterprises for the purpose of redeveloping high-tech areas within the City, expanding businesses existing in the City, and attracting new businesses to the City;

WHEREAS, FIT is a private, not-for-profit corporation located in Melbourne, Florida, whose mission is to provide high-quality education to a culturally diverse student body in order to prepare students for entering the global workforce, seeking higher-education opportunities, and serving within their communities;

WHEREAS, the U.S. Economic Development Administration awarded a grant to FIT in the amount of \$1.4 million (the "EDA Grant") with a grant-match stipulation to support FIT's redevelopment of a facility located at 2495 Palm Bay Road N.E., Palm Bay, Florida into FIT's Center for Advanced Manufacturing and Innovated Design ("CAMID"), which will be a state-of-the-art facility that will include laboratory research, supply chain, and workforce training in order to produce private sector jobs and partnerships;

WHEREAS, the mission of CAMID is to create a product research, design, engineering and manufacturing collaborative environment enabling students and companies to gain a competitive advantage in the marketplace by employing advanced digital-driven capabilities; and

WHEREAS, the City desires to augment the EDA Grant, support advanced education and high wage job creation strategies in the City, and provide resource sharing opportunities for City departments.

NOW THEREFORE in consideration of the following covenants and provisions the City and FIT agree as follows:

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



**2. Grant.** The City hereby agrees to provide a grant to FIT in fiscal year 2016-2017 in the amount of One Hundred Thousand U.S. Dollars (\$100,000.00). This Grant Agreement shall not be interpreted to create any pledge or any commitment by the City make any other or further grants or contributions to FIT. Article 5 of this Grant Agreement shall govern any renewals of this grant.

**3. Use of Grant Funds.** The grant funds provided by the City to FIT hereunder shall be used exclusively for the costs of:

- a. CAMID's laboratory infrastructure development;
- b. CAMID's program development; and
- c. CAMID's Virtual Integrated Technology Application Lab ("VITAL"), which will utilize state-of-the art virtual reality software and hardware to immerse individuals into product design and production development.

At the conclusion of any grant term, FIT shall return any unexpended grant funds to the City.

**4. FIT's Contribution to the City's Economic Development and Growth Management.** FIT acknowledges that the City desires to encourage the expansion of existing businesses within the City and attract new businesses to the City, and FIT agrees to support the City's economic development and growth management strategies as follows:

- a. FIT shall facilitate the City's marketing and promotion of the City's competitive advantages to targeted businesses, industries, and the public at large through streamlined authorization of the City's licensed use of FIT's logo and the phrases "in affiliation with CAMID" and/or "affiliated with CAMID". Specifically, in the event that the City desires to use of FIT's logo and/or the phrases "in affiliation with CAMID" and "affiliated with CAMID", the City shall seek written approval for such licensed use from FIT and FIT shall approve or deny the City's request in writing within ten (10) business days. If FIT fails to approve or deny the City's request within ten (10) business days, then the City's request for licensed use is deemed approved by FIT.
- b. FIT shall, upon reasonable notice from the City, make CAMID facilities available to select City staff (e.g., Director of Economic Development and External Affairs, Director of Growth Management, etc.) for the purpose of (i) site tours of CAMID for companies which are interested in investing in the City through relocation, retention and/or expansion of their businesses in the City; and (ii) growth management matters such as the design of roads, neighborhoods or sections of the City in order to reduce project design/build risk and training of City staff, and in such case the City shall have exclusive intellectual property rights to any resulting project designs.

**5. Term and Renewals.** The term of this Grant Agreement is one year, commencing on October 1, 2016 and ending on September 30, 2017. This Grant Agreement shall automatically renew for additional one year periods (i.e., a \$100,000.00 grant per year) for a maximum period of two (2) additional years should the City Council adopt an annual City budget setting aside funds



for a renewal grant hereof for each such renewal year; provided, however, that in no event shall the total amount of all grants hereunder exceed Three Hundred Thousand U.S. Dollars (\$300,000.00). If the City Council does not adopt an annual City budget setting aside grant funds for FIT prior to October 1 of any forthcoming renewal year, then the City will not provide any grant to FIT for such year.

**6. Payment Schedule.** The City's payment of the grant specified in Article 2 hereunder shall be made on or before December 15 (and the same date in any subsequent year for which this Grant Agreement has been renewed). Said payment shall be made payable to "Florida Institute of Technology" and a check may be mailed to FIT at the address listed above.

**7. Reporting Requirement.** Prior to September 1 (and the same date in any subsequent year for which this Grant Agreement has been renewed), FIT shall submit a written report to the City Council setting forth, at a minimum, the following:

- a. the manner in which City grant funds were expended on a line item accounting basis;
- b. the progress of the laboratory infrastructure of CAMID;
- c. the progress of CAMID in advancing the capabilities of U.S. companies in next-generation manufacturing methods through program development; and
- d. the progress of VITAL in securing opportunities for the City to work with CAMID experts and corporate founders to implement the latest virtual methodologies into curricula, corporate training, and development plants.

**8. Right to Audit Records.** In the performance of this Grant Agreement, FIT shall keep books, records, and accounts of all activities related to this Grant Agreement in compliance with general accounting procedures. Books, records and accounts related to the performance of this Grant Agreement shall be open to inspection during regular business hours by an authorized representative of the City and shall be retained by FIT for a period of three (3) years after the termination of this Grant Agreement. If the City determines that any grant funds have not been used for their intended purpose as provided for herein, then FIT shall repay or reimburse the City in the amount determined by the City.

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

**10. Waiver of Jury Trial.** The City and FIT hereby irrevocably waive any and all rights to trial by jury in any legal proceeding arising out of or related to this Grant Agreement. Each party acknowledges and agrees that this provision is a material inducement to the other party to enter



into this Grant Agreement. Neither party is relying on any representation by the other party that this provision would not be enforced to the fullest extent provided by law.

**11. Entire Agreement.** This Grant Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof.

**12. Amendment or Modification.** Unless otherwise specifically provided in this Grant Agreement, no amendment, modification, or supplement to this Grant Agreement shall be valid or binding unless set out in writing and executed by the parties hereto in the same manner as the execution hereof.

**13. Interpretation.** Should any provision of this Grant Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed severed from this Grant Agreement. The headings within this Grant Agreement are purely for convenience and are not to be used as an aid in interpretation. This Grant Agreement shall not be construed against either party as the author or drafter of this Grant Agreement.

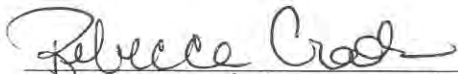
**14. No Assignment.** FIT may not assign this Grant Agreement or delegate performance of the terms of this Grant Agreement without the City's prior written consent.

**15. No Partnership.** Nothing contained in this Grant Agreement creates a partnership, joint venture, principal-and-agent, or any similar relationship between the parties.

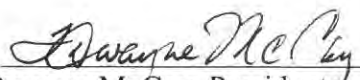
**16. Counterparts.** This Grant Agreement may be executed by the City and FIT in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

WHEREFORE, the City and FIT have entered into this Grant Agreement as of the date first written above.

Witness 1:

  
Printed Name: Rebecca Crook

**FLORIDA INSTITUTE OF  
TECHNOLOGY, INC.,** a Florida not-for-profit corporation

By:   
T. Dwayne McCay, President

Witness 2:

  
Printed Name: Ann Marie Kousari



Witness 1:

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Witness 2:

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

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

By: \_\_\_\_\_  
William Capote, Mayor





## LEGISLATIVE MEMORANDUM

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

**FROM:** Gregg Lynk, City Manager

**DATE:** September 15, 2016

**RE:** Madelyn Landings Sign Agreement

The City of Palm Bay is entering into a Signage License Agreement with WRH Madalyn Landing, LLLP, a Florida Limited Liability Partnership. The license agreement will allow WRH Madalyn Landings the ability to maintain, utilize, repair, refurbish, renovate, replace, reconstruct, or upgrade the existing Sign or its replacement at its current location in the Right-of-Way of Malabar Road. In the event the construction to widen Malabar Road and it necessitates, the agreement allows for the removal of the Sign in conjunction with the widening project. The removal will be completed by the widening project contractor. Once the construction of the portion of Malabar Road relevant to the Sign's location is complete, WHR Madelyn Landings will be allowed to construct a new Sign or relocate the existing Sign as provided by City of Palm Bay Ordinance.

**REQUESTING DEPARTMENTS:**

Public Works Department, City Attorney's Office

**FISCAL IMPACT:**

No fiscal impact.

**RECOMMENDATION:**

Motion to approve entering into a License Sign Agreement with WHR Madelyn Landings, LLLP.

Attachments: 1) Signage License Agreement.

BW/ab



**PREPARED BY:**  
**Samuel P. Queirolo, Esquire**  
**Quarles & Brady LLP**  
**101 East Kennedy Boulevard**  
**Suite 3400**  
**Tampa, Florida 33602**

**SIGNAGE LICENSE AGREEMENT**  
**(Madalyn Landing)**

This SIGNAGE LICENSE AGREEMENT (the “**Agreement**”) is made and entered into as of September, 2016, by and between the City of Palm Bay, Florida (“**Licensor**”), with an address of 120 Malabar Road SE, Palm Bay, Florida 32907, and WRH Madalyn Landing, LLLP, a Florida Limited Liability Partnership (“**Licensee**”), and its successors in interest, with an address of 415 First Avenue North, St. Petersburg, Florida 33701. Licensor and Licensee are sometimes referred to herein as the “**Parties**”.

**RECITALS**

**WHEREAS**, Licensee owns certain real property located in Palm Bay, Florida, as more fully described on attached Exhibit A (the “**Property**”), currently operated as Madalyn Landing Apartments (the “**Complex**”). Licensee owns a private monument sign (the “**Sign**”) at the entrance of the Complex which is located within the Licensor’s adjacent right-of-way known as Malabar Road SW (“**Right-of-Way**”), as depicted in Exhibit B.

**WHEREAS**, Licensee has requested that Licensor permit Licensee and its agents to maintain, utilize, repair, replace and refurbish the Sign or its replacement within the Right-of-Way in connection with Licensee’s use of the Property.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Grant of License. Licensor hereby grants to the Licensee, its transferees and their respective affiliates, agents, employees, consultants, contractors and subcontractors (collectively, the “**Licensee Parties**”), a perpetual license (the “**License**”) to maintain, utilize, repair, refurbish, renovate, replace, reconstruct, or upgrade the Sign or its replacement at its current location in the Right-of-Way, as depicted on Exhibit B. Should Licensee renovate, remove, reconstruct, or replace the Sign in accord with this License, it may, at its option, maintain the Sign’s current size (“**Existing Dimensions**,” as set forth on Exhibit B).



2. Malabar Road Widening. In the event that Licensor commences construction to widen Malabar Road and it necessitates the removal of the Sign in conjunction therewith, the Sign will be removed by Licensor's contractor, with all the proper licenses, and such removal will be provided to Licensee. Licensor will provide reasonable written notice to Licensee prior to its removal of the Sign. Once construction of the portion of Malabar Road relevant to the Sign's location is complete, Licensee has the right to construct a new Sign or relocate the existing Sign as provided by Licensor's Ordinance.

3. Termination of License. The License may be revoked and this Agreement may be terminated by Licensor on sixty (60) days' written notice to the Licensee in the event of a default by Licensee under this Agreement that is not cured within sixty (60) days after written notice thereof from Licensor.

4. Hold Harmless and Indemnification Agreement and Acknowledgment of Responsibility. Licensee accepts full responsibility for the perpetual maintenance of the Sign, including mowing of the grass abutting the Sign to the edge-of-pavement and weeding along the Sign's base. Licensee accepts full responsibility for any damage created by the lawful use of the Right-of-Way by Licensee and the Licensee Parties. The Parties agree and acknowledge that it is the Licensee's responsibility to maintain the Sign in accordance with the City of Palm Bay's Sign Ordinance. Licensee, on its behalf and on behalf of its heirs, successors, personal representatives and assigns, does hereby, confirm, covenant and agree to indemnify, save, hold harmless and defend Licensor, including but not limited to, its officers, employees, officials, agents and representatives, as well as their sureties, employees, insurers, officers, successors, assigns and legal representatives (hereinafter the "City") from any and all liability against any and all loss, liability, costs, damage, expense claim, action, suit, demand or injury of any type or nature whatsoever, including interest, suit costs and reasonable attorney's fees for any purposes whatsoever including trials and appeals and otherwise, that may occur as a result of the action or inaction of the Licensee which the City, or any other persons or business entity/entities, may hereafter sustain, incur or be required to pay any sums of money, arising wholly or in part due to any of its conduct, act or omission pertaining to the Sign within any portion of the Right-of-Way or any of Licensee's property in the vicinity of and pertaining to the Sign within any portion of the Right-of-Way or any adverse impact caused by the placement of the Sign within the Right-of-Way. It is further agreed that this indemnification provision shall be binding upon Licensee's heirs, successors, personal representatives and assigns and shall be considered a covenant running with the land.

5. Notices. All notices, demands, requests and other communications provided for herein or otherwise required to be given hereunder shall be given to the following persons:

For Licensor:                   The Mayor of Palm Bay, Florida  
                                      120 Malabar Road SE  
                                      Palm Bay, Florida 32907  
                                      Phone: (321) 952-3400



With a copy to: The City Manager of Palm Bay, Florida  
120 Malabar Road SE  
Palm Bay, Florida 32907  
Phone: (321) 952-3400

For Licensee: WRH Madalyn Landings, LLLP  
A Florida Limited Liability Limited Partnership  
100 Third Street South  
Suite 300  
St. Petersburg, Florida 33701  
Attn: John Withers  
Phone: (727) 892-3000  
Fax: (727) 895-3001  
Email: [jwithers@wrhrealty.com](mailto:jwithers@wrhrealty.com)

With a copy to: Quarles & Brady LLP  
101 East Kennedy Blvd., Suite 3400  
Tampa, Florida 33602  
Attn: Samuel P. Quierolo, Esq.  
Phone: (813) 387-0707  
Fax: (813) 387-1800  
Email: [sam.quierolo@quarles.com](mailto:sam.quierolo@quarles.com)

| The person and the place to which notices are to be given may be changed by either -Party by providing written notice to the other.

6. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties' respective successors and assigns. The rights and obligations hereunder shall run with the land and shall automatically transfer to successors to Licensee's Property.

7. Entire Agreement. Unless otherwise stated herein, this Agreement represents the full, complete and entire agreement between the Parties with respect to the subject matter hereof. There are no other understandings, oral or written, related to the subject matter of this Agreement. No third party beneficiaries are intended.

8. Amendments. This Agreement may not be changed, modified or amended, in whole or in part, except in writing signed by the Parties.

9. Recording. This Agreement shall be recorded in the Public Records Brevard County, Florida, by the Licensee, with proof to the City of Palm Bay, Brevard County, Florida.



10. Governing Law. This Agreement shall be construed, interpreted and governed by and in accordance with the local ordinance of the Licensor, and of the State of Florida. Venue shall be in Brevard County, Florida.

11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which shall constitute one and the same instrument.

**[SIGNATURE PAGE FOLLOWS]**



**IN WITNESS WHEREOF**, the parties have executed this Agreement by their duly authorized representatives as of the date first above written.

Witnesses:

(1) \_\_\_\_\_  
Name: \_\_\_\_\_

(2) \_\_\_\_\_  
Name: \_\_\_\_\_

**LICENSOR:**

The City of Palm Bay, Florida

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016 by \_\_\_\_\_ as \_\_\_\_\_ of the City of Palm Bay, Florida, on behalf of the City of Palm Bay, Florida in such capacity. He/she \_\_\_\_ is personally known to me or \_\_\_\_ has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public  
State of Florida at Large  
My Commission Expires:



Witnesses:

(1) \_\_\_\_\_

Name: \_\_\_\_\_

(2) \_\_\_\_\_

Name: \_\_\_\_\_

**LICENSEE:**

WRH Madalyn Landing, LLLP, a Florida Limited Liability Limited Partnership

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016 by \_\_\_\_\_ as \_\_\_\_\_ of WRH Madalyn Landing, LLLP, a Florida Limited Liability Limited Partnership on behalf of WRH Madalyn Landing, LLLP in such capacity. He/she \_\_\_\_ is personally known to me or \_\_\_\_ has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Notary Public

State of Florida at Large

My Commission Expires:





## LEGISLATIVE MEMORANDUM

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

**FROM:** Gregg Lynk, City Manager

**DATE:** September 15, 2016

**RE:** Adding Additional FTE, Position Title Change

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

In the past, the City has utilized two Deputy City Managers. However, due to the economic recession we were forced to eliminate one full time DCM position. Currently, the City of Palm Bay has a population of 110,000 and is continuing to grow. Cities of this size require a minimum of two DCM's to run efficiently and effectively. It has become increasingly challenging to maintain the responsibilities and duties of overseeing all Departments, and the administration of all city affairs.

After thorough discussions, we have concluded the current HR Director Ron Clare will change his title to Deputy City Manager. The HR Director position will be frozen, as Mr. Clare will incorporate some of the duties of the HR Director in his new position.

We have some savings that can be applied due to the recent deleted position of Suzanne Sherman (GE-AG) which was a split cost to 3 departments, with a cost to CMO of \$43,316.23; as well as the deleted position of a Part Time Gen Clerk (GP-1A) which was split to 2 departments, with a cost to CMO of \$11,702.00. This creates a savings of \$55,018.23 that can be applied to the new position.

These changes will be reflected on the next Position Control Resolution and the next Budget Amendment.

**REQUESTING DEPARTMENTS:**

City Manager's Office, Human Resources Department

**FISCAL IMPACT:**

The cost to CMO is approximately \$115,190.00, however a portion will be absorbed by the savings due to recent transitional changes in the City Manager's office.

**RECOMMENDATION:**

Motion to approve the addition of a Deputy City Manager in the City Manager's Office, and freeze the HR Director position.

GL/ab