The City of Palm Bay

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

Mayor
WILLIAM CAPOTE

Deputy Mayor
HARRY SANTIAGO, JR.

Councilmembers
TRES HOLTON
JEFF BAILEY
BRIAN ANDERSON

AGENDA

REGULAR COUNCIL MEETING NO. 2017-11
THURSDAY

May 4, 2017 - 7:00 P.M.
City Hall Council Chambers

CALL TO ORDER:

INVOCATION:

PLEDGE OF ALLEGIANCE:

ROLL CALL:

ANNOUNCEMENTS:

1. One (1) term expiring on the Community Development Advisory Board (represents 'resident of the City').+
2. One (1) vacancy on the Enterprise Zone Development Agency (represents 'local financial institute or insurance entities).+

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.

PROCLAMATIONS:

1. Poppy Month – May 2017.
2. National Public Works Week – May 21-27, 2017.

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.

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

PUBLIC HEARINGS:

1. Ordinance No. 2017-32, amending the Code of Ordinances, Chapter 55, Police and Firefighters Retirement Pension Plan, by including provisions related to in-service distributions, final reading.
2. Ordinance No. 2017-33, amending the Code of Ordinances, by creating Chapter 120, to be titled "Cannabis Dispensing Businesses", final reading.
3. Ordinance No. 2017-34, amending the Code of Ordinances, Chapter 55, Police and Firefighters Retirement Pension Plan, by creating a new section establishing a firefighter share plan, final reading.
4. Ordinance No. 2017-35, establishing a procedure relating to the imposition of special assessments for the provision of services, facilities, programs and local improvements within the City, final reading.
5. Ordinance No. 2017-36, amending the City's Comprehensive Plan Future Land Use Map to change the designated use of property located at the southeast corner of Florida Avenue and Pelham Street, from Single Family Residential Use to Public/Semi-Public Use (0.79 acres)(Case No. CP-12-2017, Evans Center, Inc.), first reading.
6. Ordinance No. 2017-37, vacating a portion of the side public utility and drainage easement located within Lot 27, Block 4, Palm Bay Colony Section Two (Case No. VE-4-2017, Barbara Lubsen), first reading.

♣7. Request by Frank Gabriel for a variance to allow an existing screened patio to encroach the 25-foot side corner setback by 3.3 feet; an existing fence to encroach the 15-foot side corner yard setback by 15 feet; and a proposed shed to encroach the 25-foot side corner setback by 23 feet in RS-2 (Single-Family Residential District) zoning (0.27 acres) (Case No. V-14-2017).

8. Ordinance No. 2017-31, vacating a portion of the side public utility and drainage easement located within Lot 30, Block 328, Port Malabar Unit 9 (Case No. VE-3-2017, Dale Herscher), final reading. **(RESCHEDULED TO RCM 05/18/17)**

PROCUREMENTS:

Award of Bid:

* 1. Bayfront redevelopment stormwater improvements, Alternate 1 – IFB No. 31-0-2017 – Public Works Department (MJC Land Development, LLC - $581,083).
* 2. North Regional Lime Softening Water Treatment Plant rehabilitation, Treatment Unit No. 2 – IFB No. 39-0-2017 – Utilities Department (L7 Construction, Inc. - $1,154,847).
* 3. Biosolids transportation and disposal – IFB No. 42-0-2017 – Utilities Department (H&H Liquid Sludge Disposal - $105,000).

Contract:

* 1. 800 MHz Enhanced Digital Access Communication System (EDACS) annual radio maintenance agreement - Police and Fire Departments (Communications International, Inc. - $55,500 (Police Department); $12,876 (Fire Department)).

Miscellaneous:

* 1. "Other Agency" contracts, full depth reclamation of Lipscomb Street (Polk County – Pavement Management Alternative Methods contract) – Public Works Department (Asphalt Paving Systems, Inc. – $336,826).

UNFINISHED AND OLD BUSINESS:

1. Discussion of letter submitted to the City Manager from Mayor William Capote, dated April 21, 2017. (Mayor Capote)
2. Consideration of amendments to the City Manager's employment agreement. (Councilman Bailey)

COUNCIL REPORTS:

NEW BUSINESS: (Ordinances are for first reading.)

* 1. Resolution No. 2017-15, electing to use the uniform method of collecting non-ad valorem special assessments for stormwater utility fees.
* 2. Resolution No. 2017-16, amending the Community Development Block Grant/HOME Action Plans for Fiscal Years 2014/2015 and 2015/2016.
3. Ordinance No. 2017-38, amending the Code of Ordinances, Chapter 178, Signs, by repealing the chapter in its entirety.
4. Ordinance No. 2017-39, amending the Code of Ordinances by creating Chapter 178, to be titled 'Signs'.
* 5. Consideration of entering into a Memorandum of Understanding with the City of Melbourne to support an affordable housing project at 2905 Lipscomb Street (Community Housing Development Organization project ($38,310)).
* 6. Consideration of entering into a Memorandum of Understanding with the City of Cocoa to support four (4) single-family housing units at 345 and 349 Lucas Lane, and 400 and 400 D Street (Community Housing Development Organization project ($49,900)).
* 7. Consideration of utilizing Building Division cash funds for the purchase of three (3) light trucks for the Building Division.
* 8. Consideration of expenditures from the Palm Bay Police Department's Law Enforcement Trust Fund ($37,641).
* 9. Consideration of travel and training for specified City employees.
10. Appointment of one (1) staff member to serve on the Brevard County Schools Capital Outlay Committee.

ADMINISTRATIVE AND LEGAL REPORTS:

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

ADJOURNMENT:

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

♣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.

The City of Palm Bay Florida

MEMO TO: Honorable Mayor and Members of City Council

FROM: Terese M. Jones, City Clerk

DATE: May 4, 2017

SUBJECT: One (1) Term Expiring – Community Development Advisory Board

The term of Charlene Horton on the above subject board will expire on June 15, 2017.

The Community Development Advisory Board is comprised of members in various fields related to affordable housing. Ms. Horton represents the "resident of the city" position.

The position needs to be announced and applications solicited at tonight's meeting. An appointment will be made at the regular Council meeting to be held on June 1, 2017.

If you should have any questions, please advise.

/jcd

The City of Palm Bay Florida

MEMO TO: Honorable Mayor and Members of City Council

FROM: Terese M. Jones, City Clerk

DATE: May 4, 2017

SUBJECT: One (1) Vacancy – Enterprise Zone Development Agency (representing local financial institute or insurance entities)

My office has been advised that one (1) vacancy exists on the above subject board as Santa Isabel Wright resigned from the board.

The Enterprise Zone Development Agency is comprised of members in various fields within the enterprise zone area. Ms. Wright represented the "local financial institute" position.

The vacancy should be announced at Thursday night's meeting and applications solicited for same.

An appointment will be made at the June 1, 2017, regular Council meeting. The individual appointed to the position will complete Ms. Wright's term, which expires December 31, 2019.

/jcd

The City of Palm Bay Florida

MEMO TO: Honorable Mayor and Members of City Council

FROM: Terese M. Jones, City Clerk

DATE: May 4, 2017

SUBJECT: Ordinance Nos. 2017-32, 2017-33, 2017-34 and 2017-35

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

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

/tjl

Attachments

ORDINANCE NO. 2017-32

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, TITLE V, LEGISLATIVE, CHAPTER 55, POLICE AND FIREFIGHTERS RETIREMENT PENSION PLAN, BY INCLUDING PROVISIONS RELATED TO IN-SERVICE DISTRIBUTIONS; PROVIDING FOR THE REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR INCLUSION IN THE CITY OF PALM BAY CODE OF ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. The City of Palm Bay Code of Ordinances, Title V, Legislative, Chapter 55, Police and Firefighters Retirement Pension Plan, Section 55.18, Miscellaneous Provisions, is hereby amended and shall henceforth read as follows:

"Section 55.18 MISCELLANEOUS PROVISIONS.

* * *

(H) Notwithstanding any provision in this Part to the contrary members eligible for an unreduced normal retirement benefit may receive an in-service distribution provided any such distribution complies with the applicable requirements of the Internal Revenue Code, Treasury Regulations and guidance issued by the Internal Revenue service with respect to in-service distributions. This provision is applicable only to members who were eligible to commence normal retirement benefits during the period from April 1, 2004 to November 30 2011.

(1) Members may elect to cease in-service distributions, at any time. A member who ceases in-service distributions may restart participation in this Plan, to the extent they otherwise qualify under the terms of this Plan. Contributions must continue upon the member's re-entry in this Plan, in accordance with Section 55.06 here.

(2) A member who ceases in-service distributions and restarts participation in this Plan may receive credited service for their period of in-service distribution, in each case, if and only if, upon their re-entry into this Plan, the value of Contributions for such period of in-service distributions are deducted from the member's retirement allowance and benefit, in accordance with each other requirement for credited service herein.

(3) In accordance with the intent of Section 1.401-l(b)(l)(i) of the Treasury Regulations, in no event shall a member be permitted to restart participation in this Retirement Plan, under this Section 55-18(H), greater than one time.

(4) At the time of a member's Retirement, when he or she ceases active membership and severs employment with the City, such member's Retirement allowance

and benefit, determined in each case in accordance with the provisions herein, shall be reduced by the actuarially equivalent value of the in-service distribution.

(5) In the event that the in-service distributions of any member must cease in order to maintain the tax-qualified status of this Plan, then those members whose in-service distributions cease will be returned to active membership in the Plan with prior service credit for all years in which distributions were received, provided the member pays to the Plan the required employee contributions, without interest, which would have been paid had the member not commenced in- service distributions; provided, however, if such member fails to pay the required employee contributions in the time and manner dete1mined by the Board of Trustees, such member shall not receive prior service credit for the years in which in-service distributions were received. To the extent required in order to maintain the tax-qualified status of the Plan, the Plan shall recoup a member's prior in-service distributions from the affected member's future benefit payments following such member's separation from the City, upon the affected member's separation from the City, the member's benefit payments (which shall take into account all of the member's credited service) shall be reduced by the pro-rata monthly share of the amount to be recouped based on the member's life expectancy utilizing the mortality table in effect at the time benefits recommence."

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed and all ordinances or parts of ordinances not in conflict herewith are hereby continued in full force and effect.

SECTION 3. It is the intention of the City Council of the City of Palm Bay that the provisions of this Ordinance shall be made a part of the City of Palm Bay Code of Ordinances and the sections may be renumbered to accomplish such intention.

SECTION 4. If any portion, clause, phrase, sentence or classification of this ordinance is held or declared to be either unconstitutional, invalid, inapplicable, inoperative or void, then such declaration shall not be construed to affect other portions of the ordinance; it is hereby declared to be the express opinion of the City Council of the City of Palm Bay that any such unconstitutional, invalid, inapplicable, inoperative or void portion or portions of this ordinance did not induce its passage, and that without the inclusion of any such portion or portions of this ordinance, the City Council would have enacted the valid constitutional portions thereof.

SECTION 5. The provisions within this ordinance shall take effect immediately upon the enactment date.

Read in title only at Meeting No. 2017-09, held on April 20, 2017; and read in title only and duly enacted at Meeting No. 2017- , held on , 2017.

_____
William Capote, MAYOR

ATTEST:

_____
Terese M. Jones, CITY CLERK

Reviewed by CAO: _____

ORDINANCE NO. 2017-33

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, TITLE XI, BUSINESS REGULATIONS, BY CREATING A NEW CHAPTER 120, TO BE TITLED "CANNABIS DISPENSING BUSINESSES"; PROVIDING FOR THE REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR INCLUSION IN THE CITY OF PALM BAY CODE OF ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Florida Legislature enacted legislation legalizing Cannabis for medical uses, and

WHEREAS, future constitutional amendments and legislation may further expand the legal use of Cannabis in Florida, and

WHEREAS, a comprehensive State licensing and regulatory framework for the cultivation, processing, and Dispensing of Cannabis exists, and

WHEREAS, the comprehensive State licensing and regulatory framework directs that the criteria for the number and location of, and other permitting requirements that do not conflict with state law or department rule for, Dispensing facilities of Cannabis Dispensing Businesses may be determined by local ordinance, and

WHEREAS, Cannabis Dispensing Businesses licensed pursuant to the law have begun cultivating Cannabis for processing and Dispensing, and

WHEREAS, potential adverse impacts on the health, safety, and welfare of residents and business from secondary effects associated with the distribution of Cannabis exist, potentially including: offensive odors, trespassing, theft, fire hazards, increased crime in and about the Cannabis Dispensing Business, robberies, negative impacts on nearby businesses, nuisance problems, and

WHEREAS, certain of the above potential adverse impacts are accentuated by the current difficulties experienced by Cannabis Dispensing Businesses in obtaining banking services necessitating such businesses to operate on a cash basis, and

WHEREAS, there exists the potential for misappropriation and diversion of medical Cannabis to non-medical uses, and

WHEREAS, an overabundance of Dispensing facilities can affect the viability of such facilities, result in compliance issues and increased regulatory costs, lead to the

improper diversion of products, and accentuate threats to the public health, safety, and welfare, and

WHEREAS, other jurisdictions have regulated the Dispensing of Cannabis by limiting the number of such Cannabis Dispensing Businesses to reduce threats to the public health, safety, and welfare, and

WHEREAS, there is a need to adopt health, safety, and welfare regulations to avoid adverse impacts on the community which may arise from the distribution of Cannabis, and

WHEREAS, other jurisdictions that allow Cannabis Dispensing Businesses have implemented effective regulatory and enforcement systems that address the adverse impacts that Cannabis Dispensing Businesses could pose to public safety, health, and welfare, and

WHEREAS, an effective regulatory system governing the Dispensing of Cannabis, as provided in this Ordinance, will address potential adverse impacts to the public health, welfare, and safety consistent with Florida law, and

WHEREAS, it is not the purpose or intent of this section to restrict or deny access to Cannabis as permitted by Florida law, but instead to enact reasonable restrictions intended to protect the public health, safety, and welfare, and

WHEREAS, the City has determined it is in the public interest to adopt this Ordinance pursuant to the City's police powers and section 381.986, as well as other applicable state laws and provisions of the Florida Constitution, to protect the health, safety, and welfare of the public.

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

SECTION 1. The City of Palm Bay Code of Ordinances, Title XI, Business Regulations, is hereby amended by creating Chapter 120, to be titled “Cannabis Dispensing Businesses”, which shall read as follows:

"**CHAPTER 120: CANNABIS DISPENSING BUSINESSES**

Section 120.01 PURPOSE AND INTENT.

The purpose of this Ordinance is to establish requirements that regulate Cannabis Dispensing Businesses in the interest of the public health, safety and general welfare and that ease the regulatory burden on

the City. In particular, this Ordinance is intended to regulate the sale and distribution of Cannabis to ensure a supply of Cannabis to patients who qualify to obtain, possess, and use Cannabis, or any other use of Cannabis permissible under state law, while promoting compliance with other state laws that regulate Cannabis. Nothing in this Ordinance is intended to promote or condone the sale, distribution, possession, or use of Cannabis in violation of any applicable state law. Compliance with the requirements of this Ordinance shall not provide a defense to criminal prosecution under any applicable law.

Section 120.02 DEFINITIONS.

The following words and phrases, when used in this Ordinance, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

APPLICANT. Any person or entity that has submitted an application for a Certificate of Approval or renewal of a Certificate of Approval issued pursuant to this Ordinance. If the Applicant is an entity and not a natural person, Applicant shall include all persons who are the managers, officers, directors, contractual agents, partners, and licensors of such entity, as well as all members, shareholders, or Investors holding an ownership interest of 10% or more of such entity.

CANNABIS. The same meaning ascribed in Section 893.02(3), Florida Statutes, and shall include all forms of medical Cannabis or low-THC Cannabis.

CANNABIS DISPENSING BUSINESS OR BUSINESS. A business licensed to dispense Cannabis pursuant to applicable law and that is engaged in the retail sale of Cannabis or Derivative Products, but shall not include making deliveries of Cannabis or Derivative Products to the residence or business of an authorized individual, or to a health care facility, as permitted by other relevant ordinances and state law.

CERTIFICATE OF APPROVAL. A document issued by the Jurisdiction officially authorizing an Applicant to operate a Cannabis Dispensing Business pursuant to this Ordinance. A Certificate of Approval generally authorizes an Applicant to establish and operate a Cannabis Dispensing Business pursuant to this Ordinance, but does not authorize the Dispensing of Cannabis at any physical location within the Jurisdiction until a Premises Authorization, as defined herein, has been issued for such location. Each Certificate of Approval authorizes the issuance of a single Premises Authorization at any one time, and any relocation of operations to a separate address shall require amendment of the Premises Authorization to authorize operations at the new location.

COMPASSIONATE USE ACT. The same meaning ascribed in Section 381.986, Florida Statutes, and Chapter 2016-123, Laws of Florida, as amended from time to time, and any rules or regulations promulgated thereunder.

CULTIVATION or CULTIVATE. The process by which a person grows a Cannabis plant.

DERIVATIVE PRODUCTS. Products derived from Cannabis, including but not limited to, Cannabis oil or consumable products containing or derived from Cannabis.

DISPENSING. The retail sales of Cannabis or Derivative Products at a Cannabis Dispensing Business, but does not include making deliveries of Cannabis or Derivative Products to the residence or business of an authorized individual, or to a health care facility, as permitted by other relevant ordinances and state law.

INVESTOR. Any person or entity entitled to share in the profits of the Applicant, or any Lender. The term shall not include any employees who share in the profits of the Applicant pursuant to an employee profit sharing program.

LENDER. Any person or entity who has provided funds to an Applicant with the expectation of receiving from the Applicant repayment or the receipt from the Applicant of anything of value. The term Lender shall include any person who owns, directly or indirectly, twenty percent (20%) or more of any entity which qualifies as a Lender, but does not include any bank, credit union, or other financial institution created under federal or state law.

JURISDICTION. The City of Palm Bay, Brevard County, Florida.

OPERATOR. The person or entity to whom a Certificate of Approval has been issued pursuant to this Ordinance.

PREMISES AUTHORIZATION. A document issued by the Jurisdiction to the Operator, authorizing the Operator to conduct Cannabis Dispensing Business operations at a single, specifically approved physical location. No Premises Authorization may be issued to any individual or entity who does not hold a Certificate of Approval.

STATE. The State of Florida.

In addition to the definitions contained herein, other terms used in this Ordinance shall have the meaning ascribed to them in the Compassionate Use Act, and such definitions are incorporated into this Ordinance by this reference.

Section 120.03 APPROVAL AUTHORITY CREATED.

There shall be and is hereby created a Cannabis Dispensing Regulatory Authority hereafter referred to in this Ordinance as the "Authority."

Section 120.04 COMPOSITION OF AUTHORITY.

The Authority shall consist of ~~three~~ five (5) members: ~~the Mayor, the City Manager and the City Attorney~~ the City Manager, City Attorney, Chief of the Palm Bay Police Department, and two (2) members of the public appointed by City Council, one of whom will preferably be either a Doctor of Medicine (MD) or a Doctor of Osteopathic Medicine (DO), if such a member of the public should so volunteer. The two (2) members of the public shall be selected by using the City Council's process for filling board positions.

Section 120.05 FUNCTIONS OF THE AUTHORITY.

(A) The Authority shall be responsible, pursuant to the Compassionate Use Act and this Ordinance, for making recommendations to the Mayor and City Council for a final decision granting or denying Certificates of Approval and Premises Authorizations, and the Mayor and City Council shall have all powers of a municipal government as set forth in the Compassionate Use Act and any other applicable state laws.

(B) The Authority shall have the power to:

(1) promulgate rules and regulations concerning the procedures for any hearings conducted by the Authority;

(2) require any Applicant or Operator to furnish any relevant information requested by the Authority; and

(3) administer oaths and to require the presence of persons and the production of papers, books, and records at any hearing that the Authority is authorized to conduct.

Section 120.06 CERTIFICATE OF APPROVAL REQUIRED; TERM OF CERTIFICATE OF APPROVAL; RENEWAL APPLICATION.

(A) It shall be unlawful for any person or entity to establish or operate a Cannabis Dispensing Business in the City without first having obtained from the State of Florida approval to do so pursuant to the Compassionate Use Act or any

other relevant law, and having obtained from the City a Certificate of Approval, and having obtained from the City a Premises Authorization for the facility to be operated in connection with such business. Such Certificate of Approval and Premises Authorization shall be kept current at all times and shall be conspicuously displayed at all times in the premises to which they apply. The failure to maintain a current Certificate of Approval, or to maintain a current Premises Authorization for any location at which Cannabis Dispensing Business is conducted, shall constitute a violation of this Section.

(B) Each Certificate of Approval issued by the City pursuant to this Ordinance shall specify the date of issuance, the period of licensure, and the name of the Operator.

(C) Any Certificate of Approval issued by the ~~Authority~~ Mayor and City Council under this Ordinance shall expire three (3) years after the date of its issuance.

(D) Renewal of an existing Certificate of Approval shall be automatic for successive three (3) year periods upon payment of required fees to the City, as provided in the fee schedule adopted by the City from time to time.

(1) Within thirty (30) days of the expiration date, and upon notice of renewal by the City, each Operator shall pay a nonrefundable fee to the City, as set forth in the fee schedule adopted by the City from time to time, to defray the costs incurred by the City for review of the application and inspection of the proposed premises, as well as any other costs associated with the processing of the application. Notice of renewal shall be provided to each Operator no less than 30 days prior to the renewal date of the Certificate of Authority.

(2) A notice of intent to revoke shall be issued to all Operators who have not remitted renewal fees within thirty (30) days of the renewal date. Notwithstanding the provisions of Subsection (1), an Operator whose Certificate of Authority has been expired for not more than 90 days will be reinstated upon the payment of a nonrefundable late application fee, as set forth in the fee schedule adopted by the City from time to time. A Certificate of Authority shall be revoked if renewal fees have not been paid within ninety (90) days of the renewal date.

(E) Any Premises Authorization issued by the ~~Authority~~ Mayor and City Council under this Ordinance shall be deemed to expire on the date upon which the Certificate of Approval pursuant to which it is issued expires. Any Premises Authorization shall be deemed automatically renewed upon the renewal, as set forth herein, of the Certificate of Approval pursuant to which it is issued.

(F) In the event a Certificate of Authorization is not renewed, it shall be noticed by the Authority as available and be subject to a new application process as set forth in Section 120.08.

Section 120.07 APPLICATION MINIMUM REQUIREMENTS; PAYMENT OF APPLICATION FEE.

(A) An Applicant for a new Certificate of Approval, or an Operator seeking to change the ownership of an existing Certificate of Approval, pursuant to the Compassionate Use Act, any other applicable state law, and the provisions of this Ordinance, shall submit an application to the City. At the time of any such application, each Applicant shall pay an application fee to the City, as set forth in the fee schedule adopted by the City Council from time to time, to defray the costs incurred by the City for review of the application, as well as any other costs associated with the processing of the application.

(B) The Applicant shall include the following in its application to the City:

(1) Payment of the application fee as set forth in the fee schedule established by the Jurisdiction.

(2) If the Applicant is a business entity, information regarding the entity, including without limitation the name and address of the entity, its legal status and proof of registration with, or a certificate of good standing from, the Florida Secretary of State, as applicable;

(3) If the Applicant is an individual, government issued identification including name, address and photograph of the individual;

(4) Evidence of the State of Florida, Department of Health, Office of Compassionate Use's (or any successor agency of the State of Florida's) approval of the Operator to operate a Cannabis Dispensing Business pursuant to the Compassionate Use Act or any other relevant law;

(5) All documentation necessary to demonstrate compliance with the requirements identified in this Ordinance, including evidence that the Applicant continues to meet all requirements of Section 381.986(5)(b)(1), Florida Statutes.

(6) All documentation the Applicant wishes to have considered for scoring purposes, including documentation demonstrating the Applicant meets the criteria detailed in Section 120.08 of this Ordinance.

(C) Upon receipt of an application, the Authority shall review and score the application pursuant to the scoring and review process established by Section 120.08 of this Ordinance.

Section 120.08 THE APPLICATION PERIOD AND SCORING AND REVIEW OF APPLICATIONS.

(A) The initial application period shall commence on the effective date of this Ordinance and shall close thirty (30) days after the effective date of this Ordinance. Subsequent application periods shall commence upon certification by the Authority that additional Certificates of Approval are available and shall close thirty (30) days after such certification. Such certification will be posted in a conspicuous location on a website to be established by the Authority.

(B) The members of the Authority shall score and review each application pursuant to the criteria, and one hundred (100) point scale, detailed below. Members and Applicants may discuss their application at any time during the application process. Each application will be independently scored by Authority members.

(1) Previous retail dispensing experience in a regulated market in any state: 20 points

(a) Number of different retail dispensaries operated.
(b) Total square footage of retail dispensaries operated.
(c) Number of years of operating retail dispensaries.
(d) Number of retail dispensary employees managed.
(e) Gross sales of Cannabis and Cannabis Derivative Products.
(f) Number of different Cannabis strains and Derivative Products sold.
(g) Retail dispensing licenses held in different states.
(h) Previous infractions resulting in the revocation of any Cannabis license.
(i) Experience with maintaining chain of custody and tracking mechanisms.

(2) Quality of Derivative Product offerings: 20 points

(a) Length of time Derivative Products you intend to dispense have been available in regulated markets.
(b) Gross sales number of units of these Derivative Products previously sold in regulated markets.
(c) Gross revenue derived from previous sales of these Derivative Products in regulated markets.

(3) Technical Ability: 10 points

(a) Review of standard operating procedures, operating manuals, policies, training modules, and procedures.
(b) Training process.
(c) Online ordering system.
(d) Procedures for expediting ordering and / or providing for medically disadvantaged.
(e) Operational ERP (Enterprise Resource Planning) System.
(f) Retail delivery system.
(g) Point-of-sale systems and solutions.

(4) Qualifications of Security Team: 15 points

(a) Years of security experience with Cannabis dispensaries in a regulated Cannabis market.
(b) Integration of security procedures and training into your vertically integrated operations.
(c) All owners, Investors, and managers have successfully passed a Level 2 background check and have not been convicted of any felonies involving fraud, false representation, or distribution of Cannabis.

(5) Qualifications of Medical Director: 25 points

(a) Experience with epileptic patients;
(b) Experience with cancer patients;
(c) Experience with patients with severe seizures or muscle spasms;
(d) Experience with terminal patients;
(e) Knowledge of the use of medical Cannabis for treatment of cancer or physical medical conditions that chronically produce symptoms of seizures or severe and persistent muscle spasms;
(f) Knowledge of good manufacturing practices;
(g) Knowledge of analytical and organic chemistry;
(h) Knowledge of analytical laboratory methods;
(i) Knowledge of analytical laboratory quality control, including maintaining a chain of custody;
(j) Knowledge of, and experience with, medical Cannabis CBD/low-THC extraction techniques;
(k) Knowledge of medical Cannabis, including CBD/low-THC routes of administration;
(l) Experience in or knowledge of clinical trials or observational studies;

(m) Knowledge of, and experience with, producing CBD/low-THC products

(n) Experience with or knowledge of botanical medicines;

(o) Experience with dispensing medications.

(6) Awards: 10 points

(a) Any awards, recognitions, or certifications received for expertise in Cannabis related businesses.

(C) Prior to scoring applications the Authority shall review applications for compliance with this Ordinance, the Compassionate Use Act, or any other applicable law, and shall reject any application which does not meet such requirement. Rejected applications shall not be scored. The Authority shall also disqualify any application that contains any false or misleading information.

(D) Within 30 days after the Authority's identified deadline for filing applications, the scores awarded by the members of the Authority for each Applicant shall be totaled and averaged for each Applicant. The Applicants shall then be ranked from highest to lowest based on the average scores awarded, with Certificates of Approval issued to the highest scoring Applicant, and proceeding to the next highest scored Applicant until all Certificates of Approval authorized pursuant to this Ordinance have been awarded. In the event of a tie in the rankings, the Authority shall by majority vote break the tie.

(E) Challenges to the Authority's ~~award decision~~ recommendation to the Mayor and City Council shall be filed with the City Manager within ten days of the decision being challenged. The City Manager shall review the challenge and issue a decision dismissing such challenge or affirming such challenge. Challenges to the City Manager's decision dismissing or affirming such challenge shall be via a request for administrative hearing pursuant to Florida's Administrative Procedures Act, and must be filed within ten days of issuance of the decision being challenged. Petitions meeting the requirements of Florida's Administrative Procedures Act shall be referred to the Division of Administrative Hearings for a formal hearing, and issuance of a recommended order to the City. Within 15 days of issuance of a recommended order, the City will issue a final order.

Section 120.09 ISSUANCE OF CERTIFICATE OF APPROVAL.

(A) Upon expiration of the challenge deadlines detailed in Section 120.08(E) if no challenge is filed, or upon issuance of a final order if a challenge is filed, the Authority shall recommend ~~issue~~ issuance of Certificates of Approval to the Mayor and City Council as provided in Section 120.11 of this Ordinance.

(B) A Certificate of Approval issued pursuant to this Ordinance does not eliminate the need for the Operator to obtain other required permits or licenses related to the operation of the Cannabis Dispensing Business including, without limitation, any development approvals or building permits required by this Code.

(C) Amendment of a Certificate of Approval or Premises Authorization, as defined below, solely to change the location of a Cannabis Dispensing Business shall not be denied so long as all other conditions for the issuance of a Certificate of Approval have been met and the new location complies with all premises requirements set forth in this Ordinance and all applicable zoning requirements.

(D) A Certificate of Approval or Premises Authorization may be transferred only to an entity which has been approved by the State of Florida, Department of Health, Office of Compassionate Use (or any successor agency of the State of Florida) to operate a Cannabis Dispensing Business pursuant to the Compassionate Use Act or any other relevant law, and who meets all other requirements of this Ordinance.

Section 120.10 PERSONS OR ENTITIES PROHIBITED AS OPERATORS.

No Certificate of Approval shall be issued to, held by, or renewed by any Applicant or Operator who fails to comply with the following Mandatory Requirements:

(A) Maintain approval as a dispensing organization by the State of Florida, Department of Health, Office of Compassionate Use pursuant to the Compassionate Use Act, or any other applicable law.

(B) Ensure no owner, Investor, or manager of the Applicant or Operator has been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to, or has been adjudicated delinquent, and the record has not been sealed or expunged for, any crime enumerated in Section 435.04(2), Florida Statutes, or any felony involving false representations or false statements, fraud, or money laundering.

Section 120.11 CONFIDENTIAL, PROPRIETARY, COPYRIGHTED, OR TRADE SECRET MATERIAL

(A) If an Applicant considers any portion of the documents, data or records submitted with its application to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, the Applicant must mark the document as "Confidential" and simultaneously provide the Authority and the Mayor and City Council a separate redacted copy of its application and

briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the name of the Applicant on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copy should only redact those portions of material that the Applicant claims are confidential, proprietary, trade secret or otherwise not subject to disclosure.

(B) If a request for public records pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, is filed, to which documents that are marked as confidential are responsive, the Authority will provide the Redacted Copy to the requestor. If a requestor asserts a right to the Confidential Information, the Authority will notify the Applicant such an assertion has been made. It is the Applicant's responsibility to assert that the information in question is exempt from disclosure under chapter 119 or other applicable law. If the Authority becomes subject to a demand for discovery or disclosure of the Confidential Information of the Applicant in a legal proceeding, the Authority shall give the Applicant prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law). The Applicant shall be responsible for defending its determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

(C) If Applicant fails to submit a redacted copy of information it claims is confidential, the Authority and the Mayor and City Council ~~is~~ are authorized to produce the entire documents, data, or records submitted to the Authority and the Mayor and City Council in answer to a public records request for these records.

Section 120.12 NUMERICAL LIMIT ON CANNABIS DISPENSING BUSINESSES.

(A) The maximum number of Certificates of Approval in the Jurisdiction shall not exceed one for every 67,600 residents, as certified in the most recent census or periodic demographic studies conducted by the University of Florida. However, if a census or periodic demographic studies conducted by the University of Florida indicates a resident count of at least 50% of that required for issuance of a new Certificate of Authority, a new Certificate of Approval shall be authorized. For example:

Residents Indicated	Certificates of Authority Authorized
0 – 101,399	1
101,400 – 169,000	2
169,001 – 236,599	3
236,600 – 304,199	4
304,200 – 371,799	5

(B) A dispensing organization may hold more than one Certificate of Approval, but may not hold all available Certificates of Approval issued by the Authority if more than one are available.

(C) In order to ensure that the population of the Jurisdiction has access to the best qualified dispensing organizations, while likewise maintaining competition in the Cannabis Dispensing industry within the Jurisdiction, when multiple Certificates of Approval are available Applicants shall be entitled to receive, upon request, up to the number of Certificates of Approval set forth in the below table, and shall identify in their application the number of Certificates of Approval that they are requesting:

Number of Certificates Available	First Ranked Applicant	Second Ranked Applicant	Third Ranked Applicant	Fourth Ranked Applicant
1	1	0	0	0
2	1	1	0	0
3	2	1	0	0
4	2	1	1	0
5	3	1	1	0
6	3	2	1	0
7	4	2	1	0
8	4	2	1	1
9	5	2	1	1
10	5	2	2	1
11	6	2	2	1
12	6	3	2	1
13	7	3	2	1
14	7	4	2	1
15	8	4	2	1
16	8	4	2	2
17	9	4	2	2
18	9	4	3	2
19	10	4	3	2
20	10	5	3	2

If any Certificates of Approval remain available following the distribution of requested Certificates of Approval to Applicants in accordance with the above table, one Certificate of Approval shall be offered to each remaining eligible applicant, in declining order of rank, until all Certificates of Approval have been distributed. If, following the completion of such process, Certificates of Approval still remain available, one additional Certificate of Approval shall be offered to each Applicant, in declining order of rank, until all Certificates of Approval have been distributed.

(D) If additional Certificates of Approval are made available, the Authority shall provide notice of a new application process conducted pursuant to this Ordinance.

(E) Each Certificate of Approval authorizes the holder to operate a single licensed premises pursuant to an approved Premises Authorization.

Section 120.13 PREMISES AUTHORIZATION.

After obtaining a Certificate of Approval, and prior to Dispensing Cannabis, an Operator shall select a location from which such Dispensing will occur, and provide notice to the Authority of the Dispensing location and request issuance of Premises Authorization for such location. Such request shall be provided a minimum of ten (10) days prior to the Dispensing of any Cannabis from the location, and shall identify the Certificate of Approval at issue, and the location from which Dispensing will occur.

Section 120.14 ZONING REQUIREMENTS.

(A) Premises Authorization shall be granted for any location which complies with the requirements of this Ordinance and in which retail sales of any kind are permitted ~~pursuant to applicable~~ within HC - Highway Commercial District zoning ~~or land use regulations~~, either as a principal or accessory use.

(B) No Cannabis Dispensing Business shall be located within ~~250~~ one thousand (1,000) feet of any public or private elementary, middle, or secondary school or house of worship. However, a Cannabis Dispensing Business does not violate this subsection and may not be forced to relocate if it meets the requirements of this section and a school or house of worship is subsequently established within ~~250~~ one thousand (1,000) feet of the business, unless a variance is granted by City Council excepting the Cannabis Dispensing Business from this 1,000-foot requirement.

(C) For purposes of this Ordinance, measurements shall be made from the nearest property line of the school or house of worship to the nearest property line of the Cannabis Dispensing Business. If the Cannabis Dispensing Business is located in a multi-tenant building, the distance shall be measured from the nearest property line of the school or house of worship to the nearest line of the leasehold or other space actually controlled or occupied by the Cannabis Dispensing Business. The Cannabis Dispensing Business shall ensure security for Cannabis activities complies with state requirements.

Section 120.15 INSPECTION OF APPROVED PREMISES AND ISSUANCE OF PREMISES AUTHORIZATION.

(A) During business hours and other times of apparent activity, all approved premises shall be subject to inspection by the Chief of Police, the Fire Chief, the Building Official or the authorized representative of any of them, for the purpose of investigating and determining compliance with the provisions of this Ordinance and any other applicable state or local law or regulation. Such inspection may include, but need not be limited to, the inspection of books, records, and inventory. Where any part of the premises consists of a locked area, such area shall be made available for inspection, without delay, upon reasonable request. The frequency of such inspections shall not be unreasonable and shall be conducted in a manner to ensure the operation of the premises is not inhibited.

(B) Cannabis may not be ~~D~~dispensed pursuant to a Certificate of Approval until the Authority has caused the proposed premises to be inspected to determine compliance of the premises with any applicable requirements of this Ordinance and Code, and has issued Premises Authorization.

(C) The Authority shall, within 10 days of receipt of a request for Premises Authorization, and after inspection of the premises to be utilized, notify the Certificate holder that it may begin Dispensing Cannabis at that premises and issue a Premises Authorization to the Certificate holder, or provide to the Operator written notice detailing the reasons the selected location does not comply with this Ordinance. Each Premises Authorization issued by the City pursuant to this Ordinance shall specify the Certificate of Approval pursuant to which it is issued, all information set forth on the Certificate of Approval, and the physical location of the premises approved, once such approval is received.

Section 120.16 REQUIREMENTS RELATED TO THE PREMISES.

Cannabis Dispensing Businesses shall be subject to the following additional requirements:

(A) All Cannabis or Cannabis Derivative products ready for sale shall be in a sealed or locked container or cabinet except when being accessed for distribution.

(B) Only individuals authorized pursuant to Florida law may ~~D~~dispense Cannabis, and such Cannabis may only be ~~D~~dispensed to persons authorized pursuant to Florida law to receive Cannabis.

(C) No Cannabis shall be ~~D~~dispensed outside of the hours permitted by Florida law. However, Cannabis Dispensing Businesses may conduct administrative or delivery functions, including making deliveries of Cannabis or Derivative Products to the residence or business of an authorized

individual, or to a health care facility, as permitted by other relevant ordinances and state law.

(D) No unaccompanied minor may be ~~D~~dispensed Cannabis unless otherwise authorized under state law.

(E) The Cannabis Dispensing Business shall employ reasonable measures and means to eliminate odors emanating from Dispensing and shall properly dispose of controlled substances in a safe, sanitary and secure manner and in accordance with applicable laws and regulations.

(F) After issuance of a Premises Authorization, an Operator shall not make a physical change, alteration or modification of the premises that would not comply with this Ordinance.

Section 120.17 SIGNAGE REQUIREMENTS.

All signage associated with a Cannabis Dispensing Business shall meet the standards established in this Code for signs.

Section 120.18 NONRENEWAL, SUSPENSION OR REVOCATION OF CERTIFICATE OF APPROVAL.

The Authority may suspend, revoke, or refuse to renew a Certificate of Approval for any of the following reasons, after notice and opportunity to cure is given:

(A) The Applicant or Operator, or his or her agent, manager, or employee, have violated, do not meet, or have failed to comply with, any of the terms, Mandatory Requirements as specified in Section 120.09, conditions, or provisions of this Ordinance or with any applicable state law or regulation, only if such failure materially impacts the accessibility, availability, or safety of the Cannabis or Derivative Product.

(B) The Authority shall provide notice of any of the above deficiencies accompanied by a 30 calendar day period in which to cure such deficiencies. Within 30 days of receipt of notice a notice of deficiencies, the Operator shall submit to the Authority a plan to correct such deficiencies. The Operator must execute the plan within 30 days of the date the plan was submitted to the Authority. If a plan is not timely submitted, or the plan is not timely executed, the Authority may take appropriate action. If any deficiencies are incapable of being cured, the Authority shall direct the Operator to take reasonable steps to ensure the deficiency is mitigated and does not pose a material threat to the public health, safety, or welfare. Compliance with such mitigation requirements shall constitute a cure of such deficiencies.

(C) A Certificate of Approval shall be revoked and be available for issuance subject to the process outlined in Section 120.08 if Dispensing fails to occur within thirty-six months after the Certificate has been issued, except that the Authority may grant an extension of this requirement upon good cause shown.

(D) Notwithstanding the foregoing, upon a finding by the Authority, for good cause shown, that the continued operation of the business presents an imminent and immediate grave threat to the public health or safety, the City may issue an emergency order directing the Operator to temporarily cease sales at that location pending resolution of the deficiency.

Section 120.19 NO CITY LIABILITY; INDEMNIFICATION; NO DEFENSE.

(A) By accepting a Certificate of Approval and Premises Authorization issued pursuant to this Ordinance, the Operator waives any claim concerning, and releases the City, its officers, elected officials, employees, attorneys and agents, including members of the public who are members of the Authority, from, any liability for injuries or damages of any kind that result from any arrest or prosecution of business owners, Operators, employees, clients, or customers of the Operator for a violation of state or federal laws, rules, or regulations.

(B) By accepting a Certificate of Approval and Premises Authorization issued pursuant to this Ordinance, all Operators, jointly and severally if more than one, agree to indemnify, defend, and hold harmless the City, its officers, elected officials, employees, attorneys, agents, insurers and self-insurance pool against all liability, claims, and demands on account of any injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever arising out of or in any manner connected with the operation of the Cannabis Dispensing Business that is the subject of the Certificate of Approval and Premises Authorization.

(C) The issuance of a Certificate of Approval and Premises Authorization pursuant to this Ordinance shall not be deemed to create an exception, defense, or immunity for any person in regard to any potential criminal liability the person may have under state or federal law for the cultivation, possession, sale, distribution, or use of Cannabis.

Section 120.19 TREATMENT OF EXISTING CANNABIS DISPENSING BUSINESSES.

Notwithstanding anything in this Ordinance to the contrary, any Cannabis Dispensing Business operating in the Jurisdiction as of September 1, 2016, may continue operating at any retail locations from which the

Cannabis Dispensing Business dispensed medical cannabis on or before September 1, 2016. Such Cannabis Dispensing Business shall be issued a non-transferable Certificate of Approval and non-moveable Premise Authorization, and shall be disregarded for purposes of Section 120.11 of this Ordinance. Such Certificates of Approval and Premises Authorization shall become void if the Cannabis Dispensing Business ceases retail operations.

Section 120.20 SEVERABILITY.

If any provision of this Ordinance, or the application thereof to any person or circumstance, is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Read in title only at Meeting No. 2017-10, held on April 20, 2017; and read in title only and duly enacted at Meeting No. 2017- , held on , 2017.

_____
William Capote, MAYOR

ATTEST:

_____
Terese M. Jones, CITY CLERK

Reviewed by CAO: _____

ORDINANCE NO. 2017-34

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, TITLE V, LEGISLATIVE, CHAPTER 55, POLICE AND FIREFIGHTERS RETIREMENT PENSION PLAN, BY AMENDING CONTRIBUTIONS; CREATING A NEW SECTION PROVIDING FOR THE CREATION OF A DEFINED CONTRIBUTION SHARE PLAN FOR FIREFIGHTERS FUNDED BY AVAILABLE PREMIUM TAX REVENUE UNDER SECTION 175.351, FLORIDA STATUTES; PROVIDING FOR THE REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR INCLUSION IN THE CITY OF PALM BAY CODE OF ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Palm Bay Police Officers' and Firefighters' Retirement System ("Pension Plan") is governed by Chapter 175, Florida Statutes, and

WHEREAS, the City of Palm Bay receives insurance premium taxes to fund firefighter pension benefits pursuant to Chapter 175, Florida Statutes, and

WHEREAS, Chapter 175 was recently amended by Senate Bill 172, Chapter 2015-39, Laws of Florida, and

WHEREAS, Senate Bill 172 requires the creation of a defined contribution "share plan" to provide "special benefits" to firefighters, funded with available "additional premium tax revenue", and

WHEREAS, the creation of a share plan will permit the Pension Plan to continue to receive insurance premium tax rebate monies from the State of Florida, and

WHEREAS, defined contribution share plans under Chapter 175 are entirely funded with premium taxes received from the State of Florida, and

WHEREAS, the City and IAFF Local 2446 have mutually agreed to create a share plan in compliance with Senate Bill 172, and

WHEREAS, the Palm Bay City Council has determined that the passage of this ordinance is in the best interest of the citizens 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 City of Palm Bay Code of Ordinances, Title V, Legislative, Chapter 55, Police and Firefighters Retirement Pension Plan, Section 55.06, Contributions, is hereby amended and shall henceforth read as follows:

"Section 55.06 CONTRIBUTIONS.

* * *

(B) *State contributions.*

* * *

(5) Notwithstanding any other provision of this section:

(a) Chapter 175 funds in the amount of $150,000 in the excess state monies reserve as of October 1, 2015 shall be used to reduce the city's annual contributions to the fund; and Chapter 175 funds in the excess state monies reserve in the amount of $7,840 shall be transferred to the Fire Share Plan as provided in section 55.30.

(b) Annual premium tax revenues received pursuant to Chapter 175 after October 1, 2015 shall be used as follows: annual premium tax revenues received up to $825,324 shall be used to reduce the city's annual pension contribution. If the annual premium tax distribution exceeds $825,324, fifty percent (50%) of the sum above $825,324 shall be transferred to the Fire Share Plan as provided in section 55.30, and the remaining fifty percent (50%) shall be used to reduce the City's annual pension contribution.

* * *"

SECTION 2. The City of Palm Bay Code of Ordinances, Title V, Legislative, Chapter 55, Police and Firefighters Retirement Pension Plan, is hereby amended by including as Section 55.30 the following language:

"Section 55.30. FIRE SHARE PLAN.

A) *Fire Share Plan Established*: The Palm Bay Firefighter Share Plan (hereinafter "Fire Share Plan") is hereby established. The purpose of this section is to implement the provisions of Chapters 175, Florida Statutes, and to provide a mechanism to pay required "special benefits" pursuant to Section 175.351, Fla.Stat. The Fire Share Plan shall be funded exclusively with available premium tax revenue received from the State of Florida pursuant to Chapter 175 and shall be in addition to the monthly defined

benefit payable under the system. "Available premium tax revenues" means the amount in excess of $150,000 in the excess state monies reserve as of October 1, 2015 as provided in subsection (b) below, and the annual amount of Chapter 175 premium tax revenues in excess of $825,324 as provided in subsection (c) below. The Fire Share Plan shall be administered by the Board.

(B) *Creation of Share Accounts and Initial Contribution:* The Fire Share Plan shall be initially funded with the sum of $7,840.00, representing unallocated Chapter 175 funds in the excess state money reserve as of October 1, 2015 in excess of $150,000. For accounting purposes, an individual share account shall be established for each active firefighter member, including DROP participants. An eligible active "member" is defined as a firefighter who is currently making contributions to the System, on military leave, or participating in the DROP. The initial allocation of the excess state monies reserve shall be made to the share accounts of eligible members based on the credited service of each eligible member. Each eligible member shall receive an initial allocation equal to the total months of credited service of the individual member divided by the total months of credited service of the all eligible members. The Fire Share Plan shall account for each member's share account balance as provided herein.

(C) *Annual Determination*: Each year, after receipt of the annual distribution of Chapter 175 money from the State, the Board, in consultation with their actuary, shall determine the amount of available premium tax revenue, if any, received pursuant to F.S. §175.351. Premium tax revenue is not available for payment into the Fire Share Plan unless the annual premium tax distribution exceeds $825,324 (hereinafter the "special benefit threshold"). If the annual premium tax distribution exceeds the special benefit threshold, fifty percent (50%) of the sum above $825,324 shall be paid into the Fire Share Plan. The remaining fifty percent (50%) shall be used to reduce the City's annual pension contribution. In future years in which there are available funds, each member on September 30th of each year shall receive an equal share of the available funds received during the fiscal year, less administrative expenses, deposited into his/her share account.

(D) *Interest crediting*: On September 30 of each year share accounts shall be credited with interest at an annual rate equal to the market rate of return on pension fund investments for that fiscal year ended September 30, net of investment related expenses, as reported by the Fund's investment consultant. Available funds and share account balances shall be comingled with assets of the System for investment purposes, and invested by the Board with other System assets. The Plan Administrator shall provide an annual statement to the Board and each Fire Share Plan member on or before June 1 of each year showing each member individual share account balance and the interest credited to the members account for that year. The expense of administering the Fire Share Plan for the preceding year shall be determined by the Board and charged against the available funds received for that year, before allocations are made to the member share accounts. If no funds are available, administration fees shall be paid by the Fire Pension Plan.

(E) *Share Plan Distributions*: Distributions shall only be available for members who separate from City employment after having been granted an early, normal or disability pension, hereinafter "vested" Fire Share Plan members. In the event a Fire Share Plan member separates from City employment without having been granted an early, normal or disability pension, the member shall forfeit his/her share account balance, and the forfeited account balance shall be added to the available funds for that year. A member who separates from City employment on or after being granted an early, normal or disability pension shall be entitled to a vested share balance. Fire Share Plan funds shall be distributed as follows, depending on the date that a vested Fire Share Plan member separates from service:

(1) *Separation prior to annual approval*: If a vested Fire Share Plan member separates from City employment between October 1st and the date the Board approves the share balances of the most recent September 30th, eighty percent (80%) of the last share balance that was approved by the Board shall be paid within 90 days. The remainder shall be distributed within 90 days after the Board approves the share balances for the most recent September 30th.

(2) *Separation after annual approval*: If a vested Fire Share Plan member separates from City employment after the date the Board approves the share balances of the most recent September 30th, the full share balance as of the most recent September 30th shall be distributed within 90 days.

(F) *Rollovers*: All or any portion of a member's share account distribution maybe rolled over to an IRA or other qualified plan in accordance with the Internal Revenue Code. If a member dies before retirement, the member's share account balance on the date of death shall be distributed in a lump sum to the member's designated beneficiary or estate in accordance with subsection 55.30(e)(1) or (e)(2) above.

(G) *Rule-Making Authority*: The Board shall be authorized to adopt any rules necessary for the administration of the Fire Share Plan."

SECTION 3. Unallocated Chapter 175 funds in the sum of $150,000 shall be used to reduce the City's annual required contribution.

SECTION 4. It is the intention of the City Council of the City of Palm Bay that the provisions of this Ordinance shall be made a part of the City of Palm Bay Code of Ordinances and the sections may be renumbered to accomplish such intention.

SECTION 5. If any portion, clause, phrase, sentence or classification of this ordinance is held or declared to be either unconstitutional, invalid, inapplicable,

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

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

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

Read in title only at Meeting No. 2017-09, held on April 20, 2017, and read in title only and duly enacted at Meeting No. 2017- , held on , 2017.

_____
William Capote, MAYOR

ATTEST:

_____
Terese M. Jones, CITY CLERK

Reviewed by CAO: _____

CITY OF PALM BAY POLICE OFFICERS' AND FIREFIGHTERS' PENSION FUND
(Firefighters)

ACTUARIAL IMPACT STATEMENT

April 10, 2017

Attached hereto is a comparison of the impact on the Total Required Contribution (per Chapter 112, Florida Statutes), and the Required City Contributions, resulting from the implementation of the following benefit changes:

1.) Allocate $150,000 of the Excess State Monies Reserve as a prepaid contribution for the City to use to offset their fiscal 2017 funding requirement.

2.) Allocate $7,840.02 of the Excess State Monies Reserve to a new Share Plan for the Firefighters.

3.) Provide that future State Monies that exceed $825,324 will be split 50/50, with 50% going to the City to offset their funding requirements and 50% going into the new Share Plan for the Firefighters.

The cost impact, determined as of October 1, 2015 (as applicable for the fiscal year ending September 30, 2017), is as follows:

	Current	Proposed
Total Required Contribution % of Total Annual Payroll	$3,410,851	$3,410,851
Expected Member Cont. % of Total Annual Payroll	$558,120	$558,120
Equals Required City & State % of Total Annual Payroll	$2,852,731	$2,852,731
Estimated State Contribution [1] % of Total Annual Payroll	$590,203	$590,203
Contribution From Reserve		$150,000
Balance From City % of Total Annual Payroll	$2,262,528	$2,112,528

[1] Represents the amount received in calendar 2015. We do not yet know what the exact State Monies will be in fiscal 2017.

CITY OF PALM BAY POLICE OFFICERS' AND FIREFIGHTERS' PENSION FUND
(Firefighters)

ACTUARIAL IMPACT STATEMENT

April 10, 2017
(Page 2)

The changes presented herein are in compliance with Part VII, Chapter 112, Florida Statutes and Section 14, Article X of the State Constitution. Additionally, the undersigned is familiar with the immediate and long-term aspects of pension valuations and meets the Qualification Standards of the American Academy of Actuaries necessary to render the opinions contained herein.

Patrick T. Donlan

Patrick T. Donlan, A.S.A., M.A.A.A.
Enrolled Actuary #17-6595

STATEMENT OF PLAN ADMINISTRATOR

The prepared information presented herein reflects the estimated cost of the proposed improvement.

TW

Chairman, Board of Trustees

COMPARATIVE SUMMARY OF PRINCIPAL VALUATION RESULTS

	New Benefits 10/1/2015	Old Benefits 10/1/2015
A. Participant Data		
Number Included		
Actives	108	108
Service Retirees	49	49
DROP Retirees	15	15
Beneficiaries	3	3
Disability Retirees	8	8
Terminated Vested	3	3
Total	186	186
Total Annual Payroll	$5,814,897	$5,814,897
Payroll Under Assumed Ret. Age	5,814,897	5,814,897
Annual Rate of Payments to:		
Service Retirees	2,848,542	2,848,542
DROP Retirees	1,057,582	1,057,582
Beneficiaries	117,892	117,892
Disability Retirees	282,366	282,366
Terminated Vested	16,822	16,822
B. Assets		
Actuarial Value [1]	74,467,312	74,467,312
Market Value [1]	71,838,343	71,838,343
C. Liabilities		
Present Value of Benefits		
Actives		
Retirement Benefits	33,824,089	33,824,089
Disability Benefits	1,854,258	1,854,258
Death Benefits	1,496,042	1,496,042
Vested Benefits	1,365,343	1,365,343
Refund of Contributions	118,210	118,210
Service Retirees	39,803,461	39,803,461
DROP Retirees[1]	19,188,840	19,188,840
Beneficiaries	1,656,669	1,656,669
Disability Retirees	3,423,752	3,423,752
Terminated Vested	176,909	176,909
Excess State Monies Reserve	0	157,840
Prepaid City Contrib. for 2017	150,000	0
Share Plan	7,840	0
Total	103,065,413	103,065,413

C. Liabilities - (Continued)	New Benefits 10/1/2015	Old Benefits 10/1/2015
Present Value of Future Salaries	50,390,777	50,390,777
Present Value of Future Member Contributions	4,414,232	4,414,232
Normal Cost (Retirement)	1,167,974	1,167,974
Normal Cost (Disability)	153,716	153,716
Normal Cost (Death)	137,650	137,650
Normal Cost (Vesting)	89,234	89,234
Normal Cost (Refunds)	18,766	18,766
Total Normal Cost	1,567,340	1,567,340
Present Value of Future Normal Costs	12,891,435	12,891,435
Accrued Liability (Retirement)	24,081,359	24,081,359
Accrued Liability (Disability)	612,675	612,675
Accrued Liability (Death)	388,033	388,033
Accrued Liability (Vesting)	669,742	669,742
Accrued Liability (Refunds)	14,698	14,698
Accrued Liability (Inactives) [1]	64,249,631	64,249,631
Excess State Monies Reserve/ City Prepaid/Share Plan	157,840	157,840
Total Actuarial Accrued Liability	90,173,978	90,173,978
Unfunded Actuarial Accrued Liability (UAAL)	15,706,666	15,706,666
Funded Ratio (AVA / AL)	82.6%	82.6%
D. Actuarial Present Value of Accrued Benefits		
Vested Accrued Benefits		
Inactives [1]	64,249,631	64,249,631
Actives	13,300,939	13,300,939
Member Contributions	3,561,376	3,561,376
Total	81,111,946	81,111,946
Non-vested Accrued Benefits	3,144,284	3,144,284
Total Present Value Accrued Benefits	84,256,230	84,256,230
Funded Ratio (MVA / PVAB)	85.3%	85.3%
Increase (Decrease) in Present Value of Accrued Benefits Attributable to:		
Plan Amendments	0	
Assumption Changes	0	
New Accrued Benefits	0	
Benefits Paid	0	
Interest	0	
Other	0	
Total	0	

	New Benefits	Old Benefits
Valuation Date	10/1/2015	10/1/2015
Applicable to Fiscal Year Ending	9/30/2017	9/30/2017
E. Pension Cost		
Normal Cost [2]	$1,717,293	$1,717,293
Administrative Expenses [2]	225,289	225,289
Payment Required to Amortize Unfunded Actuarial Accrued Liability over 30 years (as of 10/1/2015) [2]	1,468,269	1,468,269
Total Required Contribution	3,410,851	3,410,851
Expected Member Contributions [2]	558,120	558,120
Expected City and State Contribution	2,852,731	2,852,731

[1] The asset values and liabilities for DROP Members include accumulated DROP Balances as of 9/30/2015.

[2] Contributions developed as of 10/1/2015 displayed above have been adjusted to account for assumed salary increase and interest components.

SUMMARY OF MAJOR PLAN PROVISIONS (Before Proposed Changes)

The following summary is intended to state the plan of benefits valued in this report. It is not intended as a restatement or summary of benefits for any other purposes.

Membership: Effective May 2, 1974, any full-time firefighter or police officer having permanent status becomes a Plan Member immediately upon hire.

Collective Bargaining Agreements: Certain employees covered by the Plan are members of the Palm Bay Professional Firefighters (PBPF), IAFF, Local 2446.

Average Final Compensation (AFC): 1/12 of the average annual compensation of the best five years of the last ten years of credited service prior to retirement, DROP, termination or death.

Compensation: Base pay, excluding overtime, bonuses, and any other non-regular compensation received by a Member.

For firefighter Members, Compensation also includes holiday pay.

Credited Service: Years and complete months of uninterrupted service. Service is not considered to be interrupted by authorized leave of absence, vacation, or service (voluntary or involuntary) in the Armed Forces of the United States, with certain stipulations.

Service is not considered to be interrupted for purposes of vesting or eligibility where leave is granted pursuant to the Family and Medical Leave Act. The Member may receive Credited Service for purposes of benefit accrual if the Member contributes the employee contributions (with interest) that would have been contributed during the period of absence within 90 days after the member's return from leave.

Members may voluntarily leave accumulated contributions in the fund for a period of five years after leaving the employ of the police or fire department pending the possibility of being re-employed without losing credit for that time.

Re-employed Members do not receive credit for time where accumulated contributions were withdrawn.

Members may purchase up to 4 years of service for prior military or sworn firefighter service/law enforcement experience (for which no benefit is payable). Firefighters must pay the full actuarial cost at the time of purchase.

NORMAL RETIREMENT

Fire Eligibility: (Normal Retirement Date)

The earlier of (1) age 55 (with 10 years of service if hired on or after March 15, 2012) or (2) upon completion of 25 years of Credited Service, regardless of age.

Members are 100% vested upon Normal Retirement Benefit eligibility.

Firefighter Benefit:

For firefighters with less than 20 years service:
2.00% x Credited Service prior to October 1, 1991, plus 2.50% x AFC x Credited Service on and after October 1, 1991.

For firefighters with 20 or more years of service:
3.00% x AFC x Credited Service for the first 20 years of Credited Service (3.20% if hired on or after March 15, 2012), plus 5.00% x AFC x Credited Service over 20 years (3.20% if hired on or after March 15, 2012).

In addition, Firefighters receive a Supplemental Benefit of $189 per month payable over the life of the retiree only. Firefighters who retire on or after October 1, 2006, receive $458 per month, instead of $189.

In addition, Firefighters who terminate after October 1, 2008, receive a Supplemental Benefit equal to $25 per month times years of Credited Service accrued prior to March 15, 2012, plus $12 per month times years of Credited Service earned after March 15, 2012. The benefit is $25 per month for all years of Credited Service for those firefighters eligible for Normal Retirement on March 15, 2012. This benefit will be payable for the life of the retiree, but shall cease when the member attains the age of Medicare eligibility.

Maximum Benefit:

100% of Average Final Compensation for firefighters hired before March 15, 2012 and 90% of Average Final Compensation for firefighters hired after that date, exclusive of the Supplemental Benefits.

Normal Form of Benefit:

10-year Certain and Continuous annuity.

COLA:

Firefighters that retire on or after September 30, 2001 are eligible to receive a 3.00% (2.00% if hired on or after March 15, 2012) annual increase each September 30th after having been retired for six years (the supplemental benefits are not increased).

EARLY RETIREMENT

Eligibility:

Members may retire and receive the Early Retirement Benefit on the first day of any month prior to their Normal Retirement Date after attaining the earlier of (1) age 45 and completion of 20 years of Credited Service, or (2) age 50 and completion of 10 years of Credited Service.

Benefit: The monthly Early Retirement Benefit payable is reduced by 3.00% each year the Early Retirement Benefit commences prior to the Normal Retirement Date.

The Supplemental Benefits payable to firefighters are not reduced for early commencement.

Normal Form of Benefit: 10-year Certain and Continuous annuity.

COLA: Firefighters that retire on or after September 30, 2001 are eligible to receive a 3.00% (2.00% if hired on or after March 15, 2012) annual increase each September 30th after having been retired for six years (the supplemental benefits are not increased).

DEFERRED RETIREMENT OPTION PLAN (DROP)

Eligibility - Fire: The earlier of the completion of 25 years of Credited Service, regardless of age, or age 55 and the completion of 10 years of Credited Service.

Benefit: Once the DROP is entered into, monthly benefits are frozen and no further Participant Contributions are made. The benefit payable under the DROP is calculated as described upon the Normal Retirement Benefit. Upon DROP participation, monthly benefits that would have been payable had the Member terminated employment and elected to receive monthly pension payments are paid into the DROP account.

Maximum DROP Period: Members are limited to 60 months of DROP participation.

Interest Rate Credited To DROP Account: DROP account interest crediting is posted quarterly based on the actual pension fund returns, net of money manager fees and other expenses.

Normal Form of DROP Account: At the end of a Member's participation in the DROP, the distribution of the accumulated DROP account is payable in the following forms of distribution: (1) Annual installments payable each December (no less than 10% or $10,000, whichever is greater), (2) Rollover to another qualified retirement plan, or (3) Lump sum balance paid directly to the Member.

Normal Form of Monthly Benefit: 10-year Certain and Continuous annuity.
Cost of Living Adjustments, if any, are applicable to the benefit of the Member while in the DROP.

COLA: Firefighters that retire on or after September 30, 2001 are eligible to receive a 3.00% (2.00% if hired on or after March 15, 2012) annual increase each September 30th after having been retired for six years (the supplemental benefits are not increased).

DISABILITY RETIREMENT

Eligibility:

In Line of Duty: Immediate.
Not In Line of Duty: 10 years.
DROP participants are not eligible for this benefit.

Disabled Definition:

Unable, by reason of medically determinable physical or mental impairment, to render useful and efficient service as a police officer or firefighter.

Benefit:

In Line of Duty Disability: 75% of Average Final Compensation, but not less than the accrued Normal Retirement Benefit. For firefighters hired after March 15, 2012 the minimum Line of Duty Disability benefit will be 66% of Average Final Compensation.

Not In Line of Duty Disability: 25% of Average Final Compensation, but not less than the accrued Normal Retirement Benefit.

Normal Form of Benefit:

10-year Certain and Continuous annuity, ceasing upon recovery prior to Normal Retirement Eligibility.

In addition, Firefighters who become Disabled after October 1, 2008, receive a Supplemental Benefit equal to $25 per month times years of Credited Service accrued prior to March 15, 2012, plus $12 per month times years of Credited Service earned after March 15, 2012. The benefit is $25 per month for all years of Credited Service for those firefighters eligible for Normal Retirement on March 15, 2012. This benefit will be payable for the life of the retiree, but shall cease when the member attains the age of Medicare eligibility.

COLA:

Firefighters that retire on or after September 30, 2001 are eligible to receive a 3.00% annual increase each September 30th after having been retired for six years. Firefighters that are hired after March 15, 2012 will receive a 2.00% annual increase each September 30th after six years of retirement.

DEATH WHILE IN SERVICE (FIREFIGHTER)

Benefit:

Effective October 1, 2006, the beneficiary of any member whose death was directly caused by performance of the member's duty as a firefighter (as approved by the Board) shall be entitled to a monthly pension equal to the greater of the member's accrued benefit or 75% of the member's average final compensation.

Normal Form of Benefit:

Life annuity to the designated beneficiary.

COLA: Beneficiaries of Firefighters that die on or after September 30, 2001 are eligible to receive a 3.00% annual increase each September 30th after having been retired for six years. Beneficiaries of Firefighters that are hired after March 15, 2012 will receive a 2.00% annual increase each September 30th after six years of retirement.

DEATH WHILE NOT IN SERVICE WITH MORE THAN 10 YEARS OF SERVICE(FIREFIGHTER)

Benefit: Effective October 1, 2006, the beneficiary of any member who had at least 10 years of Credited Service, whose death was not directly caused by performance of the member's duty as a firefighter, shall be entitled to a monthly pension equal to the greater of the member's accrued benefit or 25% of the member's average final compensation.

COLA: Beneficiaries of Firefighters that die on or after September 30, 2001 are eligible to receive a 3.00% annual increase each September 30th after having been retired for six years. Beneficiaries of Firefighters that are hired after March 15, 2012 will receive a 2.00% annual increase each September 30th after six years of retirement.

WITHDRAWAL – LESS THAN 5 YEARS OF CREDITED SERVICE (10 YEARS IF HIRED ON OR AFTER MARCH 15, 2012)

Eligibility : First day of work, up to 5 years (10 years if hired on or after March 15, 2012) of Credited Service.

Benefit: Accumulated contributions with 0.00% interest.

Form of Benefit: Lump Sum.

WITHDRAWAL – AFTER EARNING AT LEAST 5 YEARS OF CREDITED SERVICE (10 YEARS IF HIRED ON OR AFTER MARCH 15, 2012)

Eligibility: At least 5 years (10 years if hired on or after March 15, 2012) of Credited Service.

Benefit: Participants who terminate employment prior to their Normal Retirement Date are entitled to their Normal Retirement Benefit calculated based on Credited Service and Average Final Compensation at their date of termination, multiplied by the Vesting Percentage, with deferred commencement at their Normal Retirement Date. This benefit is payable on a reduced basis as described under Early Retirement.

In addition, Firefighters who terminate after October 1, 2008, receive a Supplemental Benefit equal to $25 per month times years of Credited Service accrued prior to March 15, 2012, plus $12 per month times years of Credited Service earned after March 15, 2012. The benefit is $25 per month for all years of Credited Service for those firefighters eligible for Normal Retirement on March 15, 2012. This benefit will be payable for the life of the retiree, but shall cease when the member attains the age of Medicare eligibility.

Vesting Percentage:

Completed Years of Credited Service	Vesting Percentage
<5	0%
5	50%
6	60%
7	70%
8	80%
9	90%
10 +	100%

Form of Benefit: 10-year Certain and Continuous annuity.

COLA: Firefighters that terminate on or after September 30, 2001 are eligible to receive a 3.00% annual increase each September 30th after having been retired for six years. Firefighters that are hired after March 15, 2012 will receive a 2.00% annual increase each September 30th after six years of retirement.

MEMBER CONTRIBUTIONS

Contributions: Firefighters are required to contribute 8.76% of compensation effective October 1, 2008.

Interest Crediting Rate: 5.25% per year.

DATA SOURCES

Asset Data: The asset information is taken from audited statements furnished by the Retirement Office.

Member Data: The member data is supplied by the Retirement Office. It is reviewed for reasonableness and consistency, but no audit was performed. Foster & Foster, Inc. is not aware of any errors or omissions in the data that would have a significant effect on the results of our calculations.

Furlough Impact: For the 2012 actuarial valuation report, individual Salaries were adjusted up by a ratio of the total number of normal work days in a year divided by the number of days actually worked after taking mandatory furloughs.

SUMMARY OF ACTUARIAL ASSUMPTIONS AND FUNDING METHODS

This actuarial valuation report has been prepared in accordance with generally accepted actuarial principles and practices. The major assumptions and methods used in this valuation are as follows:

Economic Assumptions

Interest: 7.75% per year, net of investment related expenses (prior assumption 8.0%). This is supported by the target asset allocation of the trust and the expected long-term return by asset class.

Salary Increase – Individual:

Age	Salary Increase
<25	8.0%
25-29	7.0%
30-34	6.0%
35-39	5.5%
40-44	5.0%
45-49	4.5%
50+	4.0%

This assumption was adopted based on the May 14, 2015 experience study.
(Prior assumption 6.5% per year.)

Payroll Growth: Up to 4.00% per year (0.22% used in this valuation).

Administrative Expenses: 100% of administrative expense in the prior year is added to the Normal Cost.

Demographic Assumptions

Mortality:

Healthy Lives:

Female: RP2000 Generational, 100% Annuitant White Collar, Scale BB
Male: RP2000 Generational, 10% Annuitant White Collar / 90% Annuitant Blue Collar, Scale BB

Disabled Lives:

Female: 60% RP2000 Disabled Female set forward two years / 40% Annuitant White Collar with no setback, no projection scale
Male: 60% RP2000 Disabled Male setback four years / 40% Annuitant White Collar with no setback, no projection scale

This is the assumption used by the Florida Retirement System in their July 1, 2015 actuarial valuation report.

Prior:

- Service Retirement : RP2000 (Combined Healthy)
- Disability Retirement : RP2000 (Combined Healthy)
- Spouse: RP2000 (Combined Healthy)

Termination: Terminations are assumed to occur according to the following sample probabilities.

Current

Age	Assumed Rate
<25	4.0%
25-29	4.0%
30-34	4.0%
35-39	3.0%
40-44	3.0%
45-49	2.0%
50-54	2.0%
55+	0.0%

Prior

Age	Assumed Rate
20	0.1400
30	0.0740
40	0.0264
50	0.0080

Disability: Disability is assumed to occur according to the following sample probabilities:

Age	Probability
20	0.0014
30	0.0018
40	0.0030
50	0.0100

75% of Disabilities are assumed to be service connected.

Service Retirement:

Service	Age	Retirement Rates
<10	55-59	20.0%
	60-64	20.0%
	65+	100.0%
10-14	50-54	20.0%
	55-59	20.0%
	60-64	20.0%
	65+	100.0%
15-19	50-54	10.0%
	55-59	20.0%
	60-64	20.0%
	65+	100.0%
20-24	45-49	10.0%
	50-54	20.0%
	55-59	40.0%
	60+	100.0%
25+	45-49	50.0%
	50-54	66.7%
	55-59	75.0%
	60+	100.0%

These rates were adopted based on the May 14, 2015 experience study.

Prior Assumption: Members will retire Early at a rate of 5.00% per year prior to Normal Retirement. It is assumed that Members at Normal Retirement Age retire at that time.

Form of Payment: 10-Year Certain and Continuous annuity.

Percentage Married At Retirement: 100% of active members are assumed married at retirement.

Spouse Ages: For active members reaching retirement, wives are assumed to be three years younger than husbands.

Where spousal information was included for retirees, that information was used. If the age of the spouse was not provided, we have assumed that all spouses are still alive, and that female spouses are three years younger than their husbands.

Actuarial Methods

Funding Method:	Entry Age Normal Cost Method
Actuarial Value of Assets:	The market value of assets is adjusted to recognize, over a four-year period, investment earnings greater than (or less than) the assumed investment return. The Actuarial Value of Assets shall not be more than 120% nor less than 80% of the market value of assets. Details are shown in the Asset Information Section of the report. Reset to Market Value for October 1, 2010 report.

ORDINANCE NO. 2017-35

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, ESTABLISHING A PROCEDURE RELATING TO THE IMPOSITION OF SPECIAL ASSESSMENTS FOR THE PROVISION OF SERVICES, FACILITIES, PROGRAMS AND LOCAL IMPROVEMENTS WITHIN THE CITY OF PALM BAY; AUTHORIZING THE IMPOSITION AND COLLECTION OF ASSESSMENTS AGAINST PROPERTY WITHIN THE GEOGRAPHIC BOUNDARIES OF THE CITY OF PALM BAY; PROVIDING CERTAIN DEFINITIONS AND DEFINING THE TERMS "ASSESSMENT", "SERVICE ASSESSMENT", AND "CAPITAL ASSESSMENT"; PROVIDING FOR THE CREATION OF ASSESSMENT AREAS; ESTABLISHING THE PROCEDURES FOR IMPOSING ASSESSMENTS; ESTABLISHING PROCEDURES FOR NOTICE AND ADOPTION OF ASSESSMENT ROLLS; PROVIDING THAT ASSESSMENTS CONSTITUTE A LIEN ON ASSESSED PROPERTY UPON ADOPTION OF THE ASSESSMENT ROLL; PROVIDING THAT THE LIEN FOR AN ASSESSMENT COLLECTED PURSUANT TO SECTIONS 197.3632 AND 197.3635, FLORIDA STATUTES, UPON PERFECTION, SHALL ATTACH TO THE PROPERTY ON THE PRIOR JANUARY 1, THE LIEN DATE FOR AD VALOREM TAXES; PROVIDING THAT A PERFECTED LIEN SHALL BE EQUAL IN RANK AND DIGNITY WITH THE LIENS OF ALL STATE, CITY, DISTRICT, OR MUNICIPAL TAXES AND ASSESSMENTS AND SUPERIOR IN DIGNITY TO ALL OTHER PRIOR LIENS, MORTGAGES, TITLES, AND CLAIMS; AUTHORIZING EXEMPTIONS AND HARDSHIP ASSISTANCE; PROVIDING PROCEDURES FOR COLLECTION OF ASSESSMENTS; PROVIDING A MECHANISM FOR THE IMPOSITION OF ASSESSMENTS ON GOVERNMENT PROPERTY; AUTHORIZING THE ISSUANCE OF OBLIGATIONS SECURED BY ASSESSMENTS AND PROVIDING FOR THE TERMS THEREOF; PROVIDING THAT THE CITY'S TAXING POWER SHALL NOT BE PLEDGED; PROVIDING REMEDIES; DEEMING THAT PLEDGED REVENUES SHALL BE CONSIDERED TRUST FUNDS; PROVIDING FOR THE REFUNDING OF OBLIGATIONS; PROVIDING THAT THIS ORDINANCE IS AN ALTERNATIVE MEANS OF IMPLEMENTATION AND FOR SEVERABILITY; AMENDING SECTION 56.01 OF THE CODE ENTITLED NOTICE OF INTENT TO IMPLEMENT; AMENDING SECTION 56.20 OF THE CODE ENTITLED HOME RULE ASSESSMENT ACT; PROVIDING FOR THIS ORDINANCE TO BE LIBERALLY CONSTRUED; PROVIDING FOR CONFLICTS AND

CODIFICATION; PROVIDING FOR INCLUSION IN THE CITY OF PALM BAY CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

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

ARTICLE I

INTRODUCTION

SECTION 1.01. PURPOSE. All special assessments imposed by the City subsequent to May 1, 2017, shall be governed by the provisions of this Ordinance.

SECTION 1.02. DEFINITIONS. As used in this Ordinance, the following words and terms shall have the following meanings, unless the context clearly otherwise requires:

"Annual Rate Resolution" means the resolution described in Sections 3.08 and 4.08 hereof, approving an Assessment Roll for a specific Fiscal Year.

"Assessed Property" means all parcels of land included on the Assessment Roll that receive a special benefit from the delivery of the service, facility or program or provision of a Local Improvement identified in the Initial Assessment Resolution.

"Assessment" means a special assessment imposed by the City pursuant to this Ordinance to fund the Capital Cost or Project Cost, if obligations are issued, of Local Improvements or the Service Cost of services that provide a special benefit to property as a consequence of a logical relationship to the value, use, or characteristics of property identified in an Initial Assessment Resolution. The term "Assessment" shall include Capital Assessments and Service Assessments.

"Assessment Area" means any of the areas created by resolution of the Council pursuant to Section 2.01 hereof, that specially benefit from a Local Improvement or service, facility, or program.

"Assessment Roll" means the special assessment roll relating to an Assessment approved by a Final Assessment Resolution pursuant to Section 3.06 or Section 4.06 hereof or an Annual Rate Resolution pursuant to Section 3.08 or Section 4.08 hereof.

"Assessment Unit" means the unit or criteria utilized to determine the Assessment for each parcel of property, as set forth in the Initial Assessment Resolution. "Assessment Units" may include, by way of example only and not limitation, one or a combination of the following: front footage, platted lots or parcels of record, vested lots, land area, improvement area, equivalent residential connections, equivalent residential units, permitted land use, trip generation rates, rights to future trip generation capacity under applicable concurrency management regulations, property value or any other physical characteristic or reasonably expected use of the property that has a logical relationship to the Local Improvement or service to be funded from proceeds of the Assessment.

"Building" means any structure, whether temporary or permanent, built for support, shelter or enclosure of persons, chattel or property of any kind. This term shall include mobile homes or any vehicles serving in any way the function of a building.

"Building Permit" means an official document or certificate issued by the City, under the authority of ordinance or law, authorizing the construction or siting of any Building within the City. The term "Building Permit" shall also include set up or tie down

permits for those structures or Buildings, such as a mobile home, that do not require a Building Permit in order to be constructed.

"Capital Assessment" means a special assessment imposed by the City pursuant to this Ordinance to fund the Capital Cost or Project Cost, if obligations are issued, of Local Improvements that provide a special benefit to property as a consequence of a logical relationship to the value, use, or characteristics of property identified in an Initial Assessment Resolution.

"Capital Cost" means all or any portion of the expenses that are properly attributable to the acquisition, design, construction, installation, reconstruction, renewal or replacement (including demolition, environmental mitigation and relocation) of Local Improvements and imposition of the related Assessments under generally accepted accounting principles and including reimbursement to the City for any funds advanced for Capital Cost and interest on any interfund or intrafund loan for such purposes.

"Clerk" shall mean the clerk of the circuit court for the City, ex-officio clerk of the Council, or such other person as may be duly authorized to act on such person's behalf.

"City" means the City of Palm Bay, Florida.

"City Manager" means the chief administrative officer of the City, or such person's designee.

“Council” means the City of Palm Bay City Council.

"Final Assessment Resolution" means the resolution described in Sections 3.06 and 4.06 hereof which shall confirm, modify, or repeal the Initial Assessment Resolution and which shall be the final proceeding for the initial imposition of an Assessment.

"Fiscal Year" means that period commencing October 1st of each year and continuing through the next succeeding September 30th, or such other period as may be prescribed by law as the fiscal year for the City.

"Government Property" means property owned by the United States of America or any agency thereof, the State of Florida or any agency thereof, a county, a special district or a municipal corporation.

"Initial Assessment Resolution" means the resolution described in Sections 3.02 and 4.02 hereof which shall be the initial proceeding for the identification of the service, facility, program, or Local Improvement for which an Assessment is to be made and for the imposition of an Assessment.

"Local Improvement" means a capital improvement acquired, constructed or installed by the City for the special benefit of a neighborhood or other Assessment Area.

"Maximum Assessment Rate" means the maximum rate of assessment established by the Final Assessment Resolution for the service, facility, program, or Local Improvement identified in the Initial Assessment Resolution.

"Obligations" means bonds or other evidence of indebtedness including but not limited to, notes, commercial paper, capital leases, reimbursable advances by the City, or

any other obligation issued or incurred to finance any portion of the Project Cost of Local Improvements and secured, in whole or in part, by proceeds of the Assessments.

"Ordinance" means this Master Capital Project and Service Assessment Ordinance, as it may be amended from time-to-time.

"Owner" shall mean the Person reflected as the owner of Assessed Property on the Tax Roll.

"Person" means any individual, partnership, firm, organization, corporation, association, or any other legal entity, whether singular or plural, masculine or feminine, as the context may require.

"Pledged Revenue" means, as to any series of Obligations, (A) the proceeds of such Obligations, including investment earnings, (B) proceeds of the Assessments pledged to secure the payment of such Obligations, and (C) any other legally available non-ad valorem revenue pledged, at the Council's sole option, to secure the payment of such Obligations, as specified by the ordinance or resolution authorizing such Obligations.

"Preliminary Rate Resolution" means the resolution described in Section 3.08 hereof initiating the annual process for updating the annual Assessment Roll and directing the reimposition of Service Assessments pursuant to an Annual Rate Resolution.

"Project Cost" means (A) the Capital Cost of a Local Improvement, (B) the Transaction Cost associated with the Obligations which financed the Local Improvement, (C) interest accruing on such Obligations for such period of time as the Council deems appropriate, (D) the debt service reserve fund or account, if any, established for the

Obligations which financed the Local Improvement, and (E) any other costs or expenses related thereto.

"Property Appraiser" means the Brevard County Property Appraiser.

"Resolution of Intent" means the resolution expressing the Council's intent to collect assessments on the ad valorem tax bill required by the Uniform Assessment Collection Act.

"Service Assessment" means a special assessment imposed by the City pursuant to this Ordinance to fund the Service Cost of services that provide a special benefit to property as a consequence of a logical relationship to the value, use, or characteristics of property identified in an Initial Assessment Resolution.

"Service Cost" means the amount necessary in any Fiscal Year to fund the provision of a defined service, facility, or program which provides a special benefit to Assessed Property, and can include, but is not limited to: (A) the cost of physical construction, reconstruction or completion of any required facility or improvement; (B) the costs incurred in any required acquisition or purchase; (C) the cost of all labor, materials, machinery, and equipment; (D) the cost of fuel, parts, supplies, maintenance, repairs, and utilities; (E) the cost of computer services, data processing, and communications; (F) the cost of all lands and interest therein, leases, property rights, easements, and franchises of any nature whatsoever; (G) the cost of any indemnity or surety bonds and premiums for insurance; (H) the cost of salaries, volunteer pay, workers' compensation insurance, or other employment benefits; (I) the cost of uniforms, training, travel, and per diem; (J) the

cost of construction plans and specifications, surveys and estimates of costs; (K) the cost of engineering, financial, legal, and other professional services; (L) the costs of compliance with any contracts or agreements entered into by the City relating to the provision of said services; (M) all costs associated with the structure, implementation, collection, and enforcement of the Assessments, including any service charges of the Clerk, Tax Collector, or Property Appraiser, and delinquent amounts from prior impositions, and amounts necessary to off-set discounts received for early payment of Assessments pursuant to the Uniform Assessment Collection Act or for early payment of Assessments collected pursuant to Section 5.02 herein; (N) all other costs and expenses necessary or incidental to the acquisition, provision, or construction of the service, facility, or program to be funded by the Assessment, and such other expenses as may be necessary or incidental to any related financing authorized by the Council by subsequent resolution; (O) an amount for contingencies and anticipated delinquencies and uncollectible Assessments; and (P) reimbursement to the City or any other Person for any money advanced for any costs incurred by the City or such Person in connection with any of the foregoing items of Service Cost.

"Tax Collector" means the Brevard County Tax Collector.

"Tax Roll" means the real property ad valorem tax assessment roll maintained by the Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

"Transaction Cost" means the costs, fees and expenses incurred by the City in connection with the issuance and sale of any series of Obligations, including but not limited

to (A) rating agency and other financing fees; (B) the fees and disbursements of bond counsel; (C) the underwriters' discount; (D) the fees and disbursements of the City's financial advisor; (E) the costs of preparing and printing the Obligations, the preliminary official statement, the final official statement, and all other documentation supporting issuance of the Obligations; (F) the fees payable in respect of any municipal bond insurance policy; (G) administrative, development, credit review, and all other fees associated with any pooled commercial paper or similar interim financing program; and (H) any other costs of a similar nature incurred in connection with issuance of such Obligations.

"Uniform Assessment Collection Act" means Sections 197.3632 and 197.3635, Florida Statutes, as amended from time-to-time, or any successor statutes authorizing the collection of non-ad valorem assessments on the same bill as ad valorem taxes, and any applicable regulations promulgated thereunder.

SECTION 1.03. INTERPRETATION. Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Ordinance; and the term "hereafter" means after, and the term "heretofore" means before the effective date of this Ordinance. Words of any gender include the correlative words of the other genders, unless the context indicates otherwise.

SECTION 1.04. FINDINGS. It is hereby ascertained, determined, and declared that:

(A) Pursuant to Article VIII, section 2, Florida Constitution, section 166.021, Florida Statutes, and the City of Palm Bay Charter, the City has all powers of local self-government to perform municipal functions and to render municipal services except as otherwise provided by law and such power may be exercised by the enactment of City ordinances.

(B) In 2016, the City's electors voted to amend section 6.02 of the City Charter to allow for the imposition of Assessments to fund a wide range of projects without prior referendum approval.

(C) The Assessments to be imposed pursuant to this Ordinance shall constitute non-ad valorem assessments within the meaning and intent of the Uniform Assessment Collection Act.

(D) The Assessments to be imposed pursuant to this Ordinance are imposed by the Council, not Brevard County, the Property Appraiser, or Tax Collector. The duties of the Property Appraiser and Tax Collector under the Uniform Assessment Collection Act are ministerial.

(E) The purpose of this Ordinance is to: (1) provide procedures and standards for the imposition of Assessments within the City by resolution under the general home rule powers of a City to impose special assessments, and (2) authorize a procedure for the funding of public services, facilities, programs, or Local Improvements providing special benefit to subsequently identified property within the City.

ARTICLE II

GENERAL PROVISIONS

SECTION 2.01. CREATION OF ASSESSMENT AREAS.

(A) The Council is hereby authorized to create Assessment Areas in accordance with the procedures set forth herein to include property located within the City that is specially benefitted by the services, facilities, programs, or Local Improvements proposed for funding from the proceeds of Assessments to be imposed therein.

(B) Either the Initial Assessment Resolution proposing each Assessment Area or the Final Assessment Resolution creating each Assessment Area shall include brief descriptions of the proposed services, facilities, programs, or Local Improvements, a description of the property to be included within the Assessment Area, and specific legislative findings that recognize the special benefit to be provided by each proposed service, facility, program, or Local Improvements to property within the Assessment Area.

(C) At its option, the Council may establish a process pursuant to which the owners of property may petition for creation of an Assessment Area to fund services, facilities, programs, or Local Improvements. Notwithstanding any petition process established pursuant to this section, the Council shall retain the authority to create Assessment Areas without a landowner petition.

SECTION 2.02. REVISIONS TO ASSESSMENTS. If any Assessment made under the provisions of this Ordinance is either in whole or in part annulled, vacated, or set aside by the judgment of any court of competent jurisdiction, or if the Council is satisfied

that any such Assessment is so irregular or defective that the same cannot be enforced or collected, or if the Council has omitted to include any property on the Assessment Roll which property should have been so included, the Council may take all necessary steps to impose a new Assessment against any property benefited by the Service Costs, Capital Costs or Project Costs, following as nearly as may be practicable, the provisions of this Ordinance, and in case such second Assessment is annulled, vacated, or set aside, the Council may obtain and impose other Assessments until a valid Assessment is imposed.

SECTION 2.03. PROCEDURAL IRREGULARITIES. Any informality or irregularity in the proceedings in connection with the levy of any Assessment under the provisions of this Ordinance shall not affect the validity of the same after the approval thereof, and any Assessment, as finally approved, shall be competent and sufficient evidence that such Assessment was duly levied, that the Assessment was duly made and adopted, and that all other proceedings adequate to such Assessment were duly had, taken, and performed as required by this Ordinance; and no variance from the directions hereunder shall be held material unless it be clearly shown that the party objecting was materially injured thereby. Notwithstanding the provisions of this Section, any party objecting to an Assessment imposed pursuant to this Ordinance must file an objection with a court of competent jurisdiction within the time periods prescribed herein.

SECTION 2.04. CORRECTION OF ERRORS AND OMISSIONS.

(A) No act of error or omission on the part of the Property Appraiser, Tax Collector, City Manager, City Council, their deputies, employees, or designees, shall

operate to release or discharge any obligation for payment of an Assessment imposed by the Council under the provision of this Ordinance.

(B) When it shall appear that any Assessment should have been imposed under this Ordinance against a lot or parcel of property specially benefited by the provision of a service, facility, program, or Local Improvement, but such property was omitted from the Assessment Roll, the Council may, upon provision of appropriate notice as set forth in this Article, impose the applicable Assessment for the Fiscal Year in which such error is discovered. Such total Assessment shall become delinquent if not fully paid upon the expiration of 60 days from the date of the adoption of said resolution. The Assessment so imposed shall constitute a lien against such property equal in rank and dignity with the liens of all state, county, district, or municipal taxes and special assessments, and superior in rank and dignity to all other prior liens, mortgages, titles and claims in and to or against the real property involved and may be collected as provided in Article VI hereof.

(C) The City Manager shall have the authority at any time, upon his or her own initiative or in response to a timely filed petition from the Owner of any Assessed Property, to correct any error in applying the Assessment apportionment method to any particular property not otherwise requiring the provision of notice pursuant to the Uniform Assessment Collection Act. Any such correction that reduces an Assessment shall be considered valid ab initio and shall in no way affect the enforcement of the Assessment imposed under the provisions of this Ordinance. Any such correction which increases an Assessment or imposes an Assessment on omitted property shall first require notice to the

affected owner in the manner described in Sections 3.05 and 4.05 hereof, as applicable, providing the date, time and place that the Council will consider confirming the correction and offering the owner an opportunity to be heard. All requests from affected property owners for any such changes, modifications or corrections shall be referred to, and processed by, the City Manager and not the Property Appraiser or Tax Collector.

(D) After the Assessment Roll has been delivered to the Tax Collector in accordance with the Uniform Assessment Collection Act, any changes, modifications, or corrections thereto shall be made in accordance with the procedures applicable to correcting errors and insolvencies on the Tax Roll upon timely written request and direction of the City Manager.

SECTION 2.05. LIEN OF ASSESSMENTS.

(A) Upon the adoption of the Assessment Roll, all Assessments shall constitute a lien against such property equal in rank and dignity with the liens of all state, county, district, or municipal taxes and special assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other prior liens, mortgages, titles, and claims, until paid.

(B) The lien for an Assessment shall be deemed perfected upon adoption by the Council of the Final Assessment Resolution or the Annual Rate Resolution, whichever is applicable. The lien for an Assessment collected under the Uniform Assessment Collection Act shall attach to the property as provided by law. The lien for an Assessment collected under the alternative method of collection provided in Section 5.02 shall be deemed

perfected upon adoption by the Council of the Final Assessment Resolution or the Annual Rate Resolution, whichever is applicable, and shall attach to the property on such date of adoption.

SECTION 2.06. AUTHORIZATION FOR EXEMPTIONS AND HARDSHIP ASSISTANCE.

(A) The Council, in its sole discretion, shall determine whether to provide exemptions from payment of an Assessment for Government Property or other property whose use is wholly or partially exempt from ad valorem taxation under Florida law.

(B) The Council, in its sole discretion, shall determine whether to provide a program of hardship assistance, either through monetary contributions or extended payment terms, to City residents who are living below or close to the poverty level and are at risk of losing title to their homes as a result of the imposition of an Assessment.

(C) The Council shall designate the funds available to provide any exemptions or hardship assistance. The provision of an exemption or hardship assistance in any one year shall in no way establish a right or entitlement to such exemption or assistance in any subsequent year and the provision of funds in any year may be limited to the extent funds are available and appropriated by the Council. Any funds designated for exemptions or hardship assistance shall be paid by the City from funds other than those generated by the Assessment.

(D) Any shortfall in the expected Assessment proceeds due to any hardship assistance or exemption from payment of the Assessments required by law or authorized

by the Council shall be supplemented by any legally available funds, or combination of such funds, and shall not be paid for by proceeds or funds derived from the Assessments. In the event a court of competent jurisdiction determines any exemption or reduction by the Council is improper or otherwise adversely affects the validity of the Assessment imposed for any Fiscal Year, the sole and exclusive remedy shall be the imposition of an Assessment upon each affected Tax Parcel in the amount of the Assessment that would have been otherwise imposed save for such reduction or exemption afforded to such Tax Parcel by the Council.

ARTICLE III

SERVICE ASSESSMENTS

SECTION 3.01. GENERAL AUTHORITY.

(A) The Council is hereby authorized to impose an annual Service Assessment to fund all or any portion of the Service Cost on benefitted property at a rate of assessment based on the special benefit accruing to such property from the City's provision of the subsequently identified service, facility, or program.

(B) The amount of the Service Assessment that is imposed each Fiscal Year against each parcel of Assessed Property shall be determined pursuant to an apportionment methodology based upon a classification of property designed to provide a fair and reasonable apportionment of the Service Cost among properties on a basis

reasonably related to the special benefit provided by the service, facility, or program funded with assessment proceeds.

(C) Nothing contained in this Ordinance shall be construed to require the imposition of Assessments against Government Property.

(D) All Service Assessments shall be imposed in conformity with the procedures set forth in this Article III.

SECTION 3.02. INITIAL ASSESSMENT RESOLUTION. The first step for the initial imposition of a Service Assessment shall be the Council's adoption of an Initial Assessment Resolution (A) describing the property to be located within any proposed Assessment Area; (B) containing a brief and general description of the services, facilities, or programs to be provided; (C) determining the Service Cost to be assessed; (D) describing the method of apportioning the Service Cost and the computation of the Assessments for specific properties; (E) establishing an estimated assessment rate for the upcoming Fiscal Year; (F) establishing a Maximum Assessment Rate, if desired by the Council; (G) authorizing the date, time, and place of a public hearing to consider the adoption of the Final Assessment Resolution for the upcoming Fiscal Year; and (H) directing the City Manager to (1) prepare the initial Assessment Roll, as required by Section 3.03 hereof, (2) publish the notice required by Section 3.04 hereof, and (3) mail the notice required by Section 3.05 hereof.

SECTION 3.03. SERVICE ASSESSMENT ROLL

(A) The City Manager shall prepare, or direct the preparation of, the initial Assessment Roll for the Service Assessments, which shall contain the following:

(1) A summary description of all Assessed Property conforming to the description contained on the Tax Roll.

(2) The name of the Owner of the Assessed Property.

(3) The number of Assessment Units attributable to each parcel.

(4) The estimated maximum annual assessment for each Assessment Unit.

(5) The amount of the Service Assessment to be imposed against each Assessed Property.

(B) Copies of the Initial Assessment Resolution and the preliminary Assessment Roll shall be available in the office of the City Manager and open to public inspection. The foregoing shall not be construed to require that the Assessment Roll be in printed form if the amount of the Service Assessment for each parcel of property can be determined by use of a computer terminal available to the public.

SECTION 3.04. NOTICE BY PUBLICATION. Upon completion of the initial Assessment Roll and each year thereafter, the City Manager shall publish notice of a public hearing to adopt the Final Assessment Resolution and approve the aforementioned initial Assessment Roll. The published notice shall conform to the requirements set forth in the Uniform Assessment Collection Act.

SECTION 3.05. NOTICE BY MAIL.

(A) For the initial Fiscal Year in which a Service Assessment is imposed by the Council against Assessed Property pursuant to the Uniform Assessment Collection Act and in addition to the published notice required by Section 3.04, the City Manager shall provide notice of the proposed Service Assessment by first class mail to the owner of each parcel of property subject to a Service Assessment.

(B) The mailed notice shall conform to the requirements set forth in the Uniform Assessment Collection Act.

(C) Notice shall be deemed mailed upon delivery thereof to the possession of the United States Postal Service. Failure of the Owner to receive such notice due to mistake or inadvertence, shall not affect the validity of the Assessment Roll nor release or discharge any obligation for payment of a Service Assessment imposed by the Council pursuant to this Ordinance.

(D) Notice by mail for Fiscal Years after the initial Fiscal Year shall be controlled by Section 3.08(F) hereof.

SECTION 3.06. FINAL ASSESSMENT RESOLUTION.

(A) The last step for the imposition of a Service Assessment for the initial Fiscal Year shall be the Council's adoption of a Final Assessment Resolution.

(B) At the time named in the notices required by Sections 3.04 and 3.05 or to such time as an adjournment or continuance may be taken by the Council, the Council shall receive any written objections of interested persons and may then, or at any

subsequent meeting of the Council, adopt the Final Assessment Resolution which shall (A) create any Assessment Area; (B) confirm, modify, or repeal the Initial Assessment Resolution with such amendments, if any, as may be deemed appropriate by the Council; (C) establish the Maximum Assessment Rate, if desired by the Council and set the rate of assessment to be imposed in the upcoming fiscal year; (D) approve the initial Assessment Roll, with such amendments as it deems just and right; and (E) determine the method of collection.

(C) All parcels assessed shall derive a special benefit from the service, facility, or program to be provided or constructed and the Service Assessment shall be fairly and reasonably apportioned among the properties that receive the special benefit.

(D) All objections to the Final Assessment Resolution shall be made in writing, and filed with the City Manager at or before the time or adjourned time of such hearing.

(E) The Final Assessment Resolution shall constitute the Annual Rate Resolution for the initial Fiscal Year in which Assessments are imposed or reimposed hereunder.

SECTION 3.07. EFFECT OF FINAL ASSESSMENT RESOLUTION. The Service Assessments for the initial Fiscal Year shall be established upon adoption of the Final Assessment Resolution. The adoption of the Final Assessment Resolution shall be the final adjudication of the issues presented (including, but not limited to, the method of apportionment and assessment, the Maximum Assessment Rate, the initial rate of assessment, the initial Assessment Roll, and the levy and lien of the Service Assessments), unless proper steps are initiated in a court of competent jurisdiction to

secure relief within 20 days from the date of Council action on the Final Assessment Resolution. The initial Assessment Roll, as approved by the Final Assessment Resolution, shall be delivered to the Tax Collector, or the Property Appraiser if so directed by the Tax Collector, or if an alternative method is used to collect the Service Assessments, such other official as the Council by resolution shall designate.

SECTION 3.08. SUBSEQUENT YEAR ADOPTION PROCEDURES.

(A) Annually, during the budget adoption process, the Council shall determine whether to reimpose a Service Assessment for each Fiscal Year following the initial Fiscal Year. If the Council elects to reimpose a Service Assessment, the procedures in this Section 3.08 shall be followed.

(B) The first step for the reimposition of an annual Service Assessment after the initial Fiscal Year shall be the adoption of a Preliminary Rate Resolution by the Council (1) containing a brief and general description of the services, facilities, or programs to be provided; (2) determining the Service Cost to be assessed for the upcoming Fiscal Year; (3) establishing the estimated assessment rate for the upcoming Fiscal Year; (4) establishing or increasing a Maximum Assessment Rate, if desired by the Council; (5) authorizing the date, time, and place of a public hearing to receive and consider comments from the public and consider the adoption of the Annual Rate Resolution for the upcoming Fiscal Year; and (6) directing the City Manager to (a) update the Assessment Roll, (b) provide notice by publication and first class mail to affected Owners in the event circumstances described in subsection (F) of this Section so require, and (c) directing and

authorizing any supplemental or additional notice deemed proper, necessary or convenient by the City.

(C) The second step for the reimposition of an annual Service Assessment after the initial Fiscal Year shall be the adoption of an Annual Rate Resolution by the Council. At the public hearing established in the Preliminary Rate Resolution or to which an adjournment or continuance may be taken by the Council, the Council shall receive any oral or written objections of interested persons and may then, or at any subsequent meeting of the Council, adopt the Annual Rate Resolution, which shall (1) establish the rate of assessment to be imposed in the upcoming Fiscal Year and (2) approve the Assessment Roll for the upcoming Fiscal Year with such adjustments as the Council deems just and right. The Assessment Roll shall be prepared in accordance with the method of apportionment set forth in the Initial Assessment Resolution, or any subsequent Preliminary Rate Resolution, together with modifications, if any, that are provided and confirmed in the Final Assessment Resolution or any subsequent Annual Rate Resolution.

(D) Nothing herein shall preclude the Council from providing annual notification to all Owners of Assessed Property in the manner provided in Sections 3.04 and 3.05 or any other method as provided by law.

(E) The Council may establish or increase a Maximum Assessment Rate in an Initial Assessment Resolution or Preliminary Rate Resolution and confirm such Maximum Assessment Rate in the Final Assessment Resolution or Annual Rate Resolution in the

event notice of such Maximum Rate Assessment has been included in the notices required by Section 3.04 and 3.05.

(F) In the event (1) the proposed Assessment for any Fiscal Year exceeds the rates of assessment adopted by the Council, including a Maximum Assessment Rate, if any, that were listed in the notices previously provided to the Owners of Assessed Property, (2) the purpose for which the Assessment is imposed or the use of the revenue from the Assessment is substantially changed from that represented by notice previously provided to the Owners of Assessed Property, (3) Assessed Property is reclassified or the method of apportionment is revised or altered resulting in an increased Assessment from that represented by notice previously provided to the Owners of Assessed Property, or (4) an Assessment Roll contains Assessed Property that was not included on the Assessment Roll approved for the prior Fiscal Year, notice shall be provided by publication and first class mail to the Owners of such Assessed Property as provided by law. Such notice shall substantially conform with the notice requirements set forth in Sections 3.04 and 3.05 and inform the Owner of the date, time, and place for the adoption of the Annual Rate Resolution. The failure of the Owner to receive such notice due to mistake or inadvertence, shall not affect the validity of the Assessment Roll nor release or discharge any obligation for payment of a Service Assessment imposed by the Council pursuant to this Ordinance.

(G) As to any Assessed Property not included on an Assessment Roll approved by the adoption of the Final Assessment Resolution or a prior year's Annual Rate Resolution, the adoption of the succeeding Annual Rate Resolution shall be the final

adjudication of the issues presented as to such Assessed Property (including, but not limited to, the determination of special benefit and fair apportionment to the Assessed Property, the method of apportionment and assessment, the rate of assessment, the establishment or increase of a Maximum Assessment Rate, the Assessment Roll, and the levy and lien of the Assessments), unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of the Council action on the Annual Rate Resolution. Nothing contained herein shall be construed or interpreted to affect the finality of any Assessment not challenged within the required 20-day period for those Assessments previously imposed against Assessed Property by the inclusion of the Assessed Property on an Assessment Roll approved in the Final Assessment Resolution or any subsequent Annual Rate Resolution.

(H) The Assessment Roll, as approved by the Annual Rate Resolution, shall be delivered to the Tax Collector as required by the Uniform Assessment Collection Act, or if the alternative method described in Section 5.02 is used to collect the Assessments, such other official as the Council by resolution shall designate. If the Assessment against any property shall be sustained, reduced, or abated by the court, an adjustment shall be made on the Assessment Roll.

SECTION 3.09. INTERIM SERVICE ASSESSMENTS.

(A) An interim Service Assessment may be imposed against all property, for which a Certificate of Occupancy is issued, after adoption of the Annual Rate Resolution. The amount of the interim Service Assessment shall be calculated upon a monthly rate,

which shall be one-twelfth of the annual rate for such property computed in accordance with the Annual Rate Resolution for the Fiscal Year for which the interim Service Assessment is being imposed. Such monthly rate shall be imposed for each full calendar month remaining in the Fiscal Year. In addition to the monthly rate, the interim Service Assessment may also include an estimate of the subsequent Fiscal Year Service Assessment.

(B) No Certificate of Occupancy shall be issued until full payment of the interim Service Assessment is received by the City. Issuance of the Certificate of Occupancy without the payment in full of the interim Service Assessment shall not relieve the Owner of such property of the obligation of full payment. Any interim Service Assessment not collected prior to the issuance of the Certificate of Occupancy may be collected pursuant to the Uniform Assessment Collection Act as provided in Section 5.01 of this Ordinance or by any other method authorized by law. Any interim Service Assessment shall be deemed due and payable on the date the Certificate of Occupancy was issued and shall constitute a lien against such property as of that date. Said lien shall be equal in rank and dignity with the liens of all state, City, district or municipal taxes and special assessments, and superior in rank and dignity to all other liens, encumbrances, titles and claims in and to or against the real property involved and shall be deemed perfected upon the issuance of the Certificate of Occupancy.

ARTICLE IV

CAPITAL ASSESSMENTS

SECTION 4.01. GENERAL AUTHORITY.

(A) The Council is hereby authorized to impose Capital Assessments against property located within an Assessment Area to fund all or any portion of the Capital Cost or Project Cost, if obligations are issued, of Local Improvements based on the special benefit accruing to such property from the City's provision of the subsequently identified Local Improvement.

(B) The amount of the Capital Assessment shall be computed in a manner that fairly and reasonably apportions the Capital Cost or Project Cost, if obligations are issued, among the parcels of property within the Assessment Area based upon objectively determinable Assessment Units and reasonably related to the special benefit provided by the Local Improvement.

(C) Nothing contained in this Ordinance shall be construed to require the imposition of Capital Assessments against Government Property.

(D) All Capital Assessments shall be imposed in conformity with the procedures set forth in this Article IV.

SECTION 4.02. INITIAL ASSESSMENT RESOLUTION. The first step for the initial imposition of a Capital Assessment shall be the Council's adoption of an Initial Assessment Resolution (A) describing the property to be located within the proposed Assessment Area; (B) containing a brief and general description of the Local

Improvements to be provided; (C) determining the Capital Cost or Project Cost to be assessed for Local Improvements; (D) describing the method of apportioning the Capital Cost or Project Cost and the computation of the Capital Assessments for specific properties; (E) establishing an estimated assessment rate for the upcoming Fiscal Year; (F) describe the provisions, if any, for acceleration and prepayment of the Capital Assessment; (G) describe the provisions, if any, for reallocating the Capital Assessment upon future subdivision; (H) establishing a Maximum Assessment Rate, if desired by the Council; (I) authorizing the date, time, and place of a public hearing to consider the adoption of the Final Assessment Resolution for the upcoming Fiscal Year; and (J) directing the City Manager to (1) prepare the initial Assessment Roll, as required by Section 4.03 hereof, (2) publish the notice required by Section 4.04 hereof, and (3) mail the notice required by Sections 4.05 hereof.

SECTION 4.03. CAPITAL ASSESSMENT ROLL.

(A) The City Manager shall prepare, or direct the preparation of, the initial Assessment Roll for Capital Assessments, which shall contain the following:

(1) A summary description of all Assessed Property conforming to the description contained on the Tax Roll.

(2) The name of the Owner of the Assessed Property.

(3) The number of Assessment Units attributable to each parcel.

(4) The estimated maximum annual assessment to become due in any fiscal year for each assessment unit.

(5) The estimated maximum annual assessment to become due in any fiscal year for each parcel.

(B) Copies of the Initial Assessment Resolution and the preliminary Assessment Roll shall be available in the office of the City Manager and open to public inspection. The foregoing shall not be construed to require that the Assessment Roll be in printed form if the amount of the Capital Assessment for each parcel of property can be determined by use of a computer terminal available to the public.

SECTION 4.04. NOTICE BY PUBLICATION. Upon completion of the initial Assessment Roll and each year thereafter, the City Manager shall publish notice of a public hearing to adopt the Final Assessment Resolution and approve the aforementioned initial Assessment Roll. The published notice shall conform to the requirements set forth in the Uniform Assessment Collection Act.

SECTION 4.05. NOTICE BY MAIL.

(A) For the initial Fiscal Year in which a Capital Assessment is imposed by the Council against Assessed Property pursuant to the Uniform Assessment Collection Act and in addition to the published notice required by Section 4.04, the City Manager shall provide notice of the proposed Capital Assessment by first class mail to the owner of each parcel of property subject to a Capital Assessment.

(B) The mailed notice shall conform to the requirements set forth in the Uniform Assessment Collection Act.

(C) Notice shall be deemed mailed upon delivery thereof to the possession of the United States Postal Service. Failure of the Owner to receive such notice due to mistake or inadvertence, shall not affect the validity of the Assessment Roll nor release or discharge any obligation for payment of a Capital Assessment imposed by the Council pursuant to this Ordinance.

(D) Notice by mail for Fiscal Years after the initial Fiscal Year shall be controlled by Section 4.08(B) hereof.

SECTION 4.06. FINAL ASSESSMENT RESOLUTION.

(A) The last step for the imposition of a Capital Assessment for the initial Fiscal Year shall be the Council's adoption of a Final Assessment Resolution.

(B) At the time named in the notices required by Sections 4.04 and 4.05 or to such time as an adjournment or continuance may be taken by the Council, the Council shall receive any written objections of interested persons and may then, or at any subsequent meeting of the Council, adopt the Final Assessment Resolution which shall (A) create any Assessment Area; (B) confirm, modify, or repeal the Initial Assessment Resolution with such amendments, if any, as may be deemed appropriate by the Council; (C) establish the maximum amount of the Capital Assessment for each Assessment Unit and levy the rate of assessment for the upcoming Fiscal Year; (D) approve the initial Assessment Roll, with such amendments as it deems just and right; and (E) determine the method of collection.

(C) All parcels assessed shall derive a special benefit from the Local Improvement to be provided or constructed and the Capital Assessment shall be fairly and reasonably apportioned among the properties that receive the special benefit.

(D) All objections to the Final Assessment Resolution shall be made in writing, and filed with the City Manager at or before the time or adjourned time of such hearing.

(E) The Final Assessment Resolution shall constitute the Annual Rate Resolution for the initial Fiscal Year in which Assessments are imposed or reimposed hereunder.

SECTION 4.07. EFFECT OF FINAL ASSESSMENT RESOLUTION. The Capital Assessments for the initial Fiscal Year shall be established upon adoption of the Final Assessment Resolution. The adoption of the Final Assessment Resolution shall be the final adjudication of the issues presented (including, but not limited to, the method of apportionment and assessment, the initial rate of assessment, the initial Assessment Roll, and the levy and lien of the Capital Assessments), unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of Council action on the Final Assessment Resolution. The initial Assessment Roll, as approved by the Final Assessment Resolution, shall be delivered to the Tax Collector, or the Property Appraiser if so directed by the Tax Collector, or if an alternative method is used to collect the Capital Assessments, such other official as the Council by resolution shall designate.

SECTION 4.08. SUBSEQUENT YEAR ADOPTION PROCEDURES.

(A) Annually, during the budget adoption process, the Council shall adopt an Annual Rate Resolution for each Fiscal Year in which Capital Assessments will be imposed

to fund the Capital Cost or Project Cost of a Local Improvement. The Annual Rate Resolution shall (1) establish the rate of assessment to be imposed in the upcoming Fiscal Year and (2) approve the Assessment Roll for the upcoming Fiscal Year with such adjustments as the Council deems just and right. The Assessment Roll shall be prepared in accordance with the method of apportionment set forth in the Initial Assessment Resolution, as confirmed or amended by the Final Assessment Resolution. Failure to adopt an Annual Assessment Resolution during the budget adoption process for a Fiscal Year may be cured at any time.

(B) In the event (1) the proposed Capital Assessment for any Fiscal Year exceeds the Maximum Assessment Rate included in notice previously provided to the Owners of Assessed Property, (2) the purpose for which the Capital Assessment is imposed is substantially changed from that represented by notice previously provided to the Owners of Assessed Property, (3) Assessed Property is reclassified or the method of apportionment is revised or altered resulting in an increased Capital Assessment from that represented by notice previously provided to the owners of Assessed Property, or (4) an Assessment Roll contains Assessed Property that was not included on the Assessment Roll approved for the prior Fiscal Year, notice shall be provided by publication and first class mail to the Owner of such Assessed Property as provided by law. Such notice shall substantially conform with the notice requirements set forth in Sections 4.04 and 4.05 and inform the Owners of the date, time and place for the adoption of the Annual Rate Resolution. The failure of an Owner to receive such supplemental notice due to mistake or

inadvertence, shall not affect the validity of the Assessment Roll nor release or discharge any obligation for payment of a Capital Assessment imposed by the Council pursuant to this Ordinance.

(C) As to any Assessed Property not included on an Assessment Roll approved by the adoption of the Final Assessment Resolution or a prior year's Annual Rate Resolution, the adoption of the succeeding Annual Rate Resolution shall be the final adjudication of the issues presented as to such Assessed Property (including, but not limited to, the determination of special benefit and fair apportionment to the Assessed Property, the method of apportionment and assessment, the rate of assessment, the establishment or increase of a Maximum Assessment Rate, the Assessment Roll, and the levy and lien of the Assessments), unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of the Council action on the Annual Rate Resolution. Nothing contained herein shall be construed or interpreted to affect the finality of any Assessment not challenged within the required 20-day period for those Assessments previously imposed against Assessed Property by the inclusion of the Assessed Property on an Assessment Roll approved in the Final Assessment Resolution or any subsequent Annual Rate Resolution.

(D) The Assessment Roll, as approved by the Annual Rate Resolution, shall be delivered to the Tax Collector as required by the Uniform Assessment Collection Act, or the Property Appraiser if so directed by the Tax Collector, or if an alternative method described in Section 5.02 is used to collect the Capital Assessments, such other official as the

Council by resolution shall designate. If the Capital Assessment against any property shall be sustained, reduced, or abated by the Council, an adjustment shall be made on the Assessment Roll.

ARTICLE V

COLLECTION AND USE OF ASSESSMENTS

SECTION 5.01. METHOD OF COLLECTION.

(A) Unless otherwise directed by the Council, the Assessments shall be collected pursuant to the Uniform Assessment Collection Act, and the City shall comply with all applicable provisions of the Uniform Assessment Collection Act. The Resolution of Intent required by the Uniform Assessment Collection Act may be adopted either prior to or following the Initial Assessment Resolution; provided however, that the Resolution of Intent must be adopted prior to January 1 (or March 1 with consent of the Property Appraiser and Tax Collector) of the year in which the Assessments are first collected on the ad valorem tax bill. Any hearing or notice required by this Ordinance may be combined with any other hearing or notice required by the Uniform Assessment Collection Act.

(B) The amount of an Assessment to be collected using the Uniform Assessment Collection Act for any specific parcel of benefitted property may include an amount equivalent to the payment delinquency, delinquency fees and recording costs for prior years' assessment for a comparable service, facility, program, or Local Improvement provided, (1) the collection method used in connection with the prior year's assessment did

not employ the use of the Uniform Assessment Collection Act, (2) notice is provided to the Owner, and (3) any lien on the affected parcel for the prior year's assessment is supplanted and transferred to such Assessment upon certification of a non-ad valorem roll to the Tax Collector by the City.

SECTION 5.02. ALTERNATIVE METHOD OF COLLECTION. In lieu of using the Uniform Assessment Collection Act, the City may elect to collect the assessment by any other method which is authorized by law or provided as follows:

(A) The City shall provide Assessment bills by first class mail to the Owner of each affected parcel of property, other than government property. The bill or accompanying explanatory material shall include (a) a brief explanation of the Assessment, (b) a description of the Assessment Units used to determine the amount of the Assessment, (c) the number of Assessment Units attributable to the parcel, (d) the total amount of the parcel's Assessment for the appropriate period, (e) the location at which payment will be accepted, (f) the date on which the Assessment is due, and (g) a statement that the Assessment constitutes a lien against Assessed Property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments.

(B) A general notice of the lien resulting from imposition of the Assessments shall be recorded in the official records of City of Palm Bay, Florida. Nothing herein shall be construed to require that individual liens or releases be filed in the official records.

(C) The City shall have the right to collect all delinquent Assessments in the manner provided by law. An assessment shall become delinquent if it is not paid within

thirty (30) days from the due date. The City or its agent shall notify any property owner who is delinquent in payment of an Assessment within sixty (60) days from the date such Assessment was due. Such notice shall state in effect that the City or its agent will initiate a foreclosure action and cause the foreclosure of such property subject to a delinquent assessment in a method now or hereafter provided by law for foreclosure of mortgages on real estate, or otherwise as provided by law.

(D) All costs, fees and expenses, including reasonable attorney fees and title search expenses, related to any foreclosure action as described herein shall be included in any judgment or decree rendered therein. At the sale pursuant to decree in any such action, the City may be the purchaser to the same extent as an individual person or corporation. The City may join in one foreclosure action the collection of Assessments against any or all property assessed in accordance with the provisions hereof. All delinquent property owners whose property is foreclosed shall be liable for an apportioned amount of reasonable costs and expenses incurred by the City and its agents, including reasonable attorney fees, in collection of such delinquent assessments and any other costs incurred by the City as a result of such delinquent Assessments including, but not limited to, costs paid for draws on a credit facility and the same shall be collectible as a part of or in addition to, the costs of the action.

(E) In lieu of foreclosure, any delinquent Assessment and the costs, fees and expenses attributable thereto, may be collected pursuant to the Uniform Assessment Collection Act; provided however, that (a) notice is provided to the owner in the manner

required by law and this article, and (b) any existing lien of record on the affected parcel for the delinquent Assessment is supplanted by the lien resulting from certification of the Assessment Roll to the Tax Collector.

SECTION 5.03. GOVERNMENT PROPERTY. In lieu of using the Uniform Assessment Collection Act to collect Assessments from Government Property, the City may elect to use any other method authorized by law or provided by this Section as follows:

(A) The City shall provide Assessment bills by first class mail to the Owner of each affected parcel of Government Property. The bill or accompanying explanatory material shall include (1) a brief explanation of the Assessment, (2) a description of the unit of measurement used to determine the amount of the Assessment, (3) the number of units contained within the parcel, (4) the total amount of the parcel's Assessment for the appropriate period, (5) the location at which payment will be accepted, and (6) the date on which the Assessment is due.

(B) Assessments imposed against Government Property shall be due on the same date as all other Assessments and, if applicable, shall be subject to the same discounts for early payment.

(C) An Assessment shall become delinquent if it is not paid within 30 days from the date any installment is due. The City shall notify the Owner of any Government Property that is delinquent in payment of its Assessment within 60 days from the date such Assessment was due. Such notice shall state that the City will initiate a mandamus or other appropriate judicial action to compel payment.

(D) All costs, fees and expenses, including reasonable attorney fees and title search expenses, related to any mandamus or other action as described herein shall be included in any judgment or decree rendered therein. All delinquent owners of Government Property against which a mandamus or other appropriate action is filed shall be liable for an apportioned amount of reasonable costs and expenses incurred by the City, including reasonable attorney fees, in collection of such delinquent Assessments and any other costs incurred by the City as a result of such delinquent Assessments and the same shall be collectible as a part of or in addition to, the costs of the action.

(E) As an alternative to the foregoing, an Assessment imposed against Government Property may be collected on the bill for any utility service provided to such Government Property. The Council may contract for such billing services with any utility not owned by the City.

ARTICLE VI

ISSUANCE OF OBLIGATIONS

SECTION 6.01. GENERAL AUTHORITY.

(A) Upon adoption of the Final Assessment Resolution imposing Capital Assessments to fund a Local Improvement or at any time thereafter, the Council shall have the power and is hereby authorized to provide by resolution, at one time or from time to time in series, for the issuance of Obligations to fund the Project Cost thereof.

(B) If issued, the principal of and interest on each series of Obligations shall be payable from Pledged Revenue. At the option of the Council, the City may agree, by resolution, to budget and appropriate funds to make up any deficiency in the reserve account established for the Obligations or in the payment of the Obligations, from other non-ad valorem revenue sources. The Council may also provide, by resolution, for a pledge of or lien upon proceeds of such non-ad valorem revenue sources for the benefit of the holders of the Obligations. Any such resolution shall determine the nature and extent of any pledge of or lien upon proceeds of such non-ad valorem revenue sources.

SECTION 6.02. TERMS OF THE OBLIGATIONS. If issued, the Obligations shall be dated, shall bear interest at such rate or rates, shall mature at such times as may be determined by resolution of the Council, and may be made redeemable before maturity, at the option of the City, at such price or prices and under such terms and conditions, all as may be fixed by the Council. Said Obligations shall mature not later than 40 years after their issuance. The Council shall determine by resolution the form of the Obligations, the manner of executing such Obligations, and shall fix the denominations of such Obligations, the place or places of payment of the principal and interest, which may be at any bank or trust company within or outside of the State of Florida, and such other terms and provisions of the Obligations as it deems appropriate. The Obligations may be sold at public or private sale for such price or prices as the Council shall determine by resolution. The Obligations may be delivered to any contractor to pay for construction of the Local

Improvements or may be sold in such manner and for such price as the Council may determine by resolution to be for the best interests of the City.

SECTION 6.03. VARIABLE RATE OBLIGATIONS. At the option of the Council, Obligations may bear interest at a variable rate.

SECTION 6.04. TEMPORARY OBLIGATIONS. Prior to the preparation of definitive Obligations of any series, the Council may, under like restrictions, issue interim receipts, interim certificates, or temporary Obligations, exchangeable for definitive Obligations when such Obligations have been executed and are available for delivery. The Council may also provide for the replacement of any Obligations which shall become mutilated, destroyed or lost. Obligations may be issued without any other proceedings or the happening of any other conditions or things than those proceedings, conditions or things which are specifically required by this Ordinance.

SECTION 6.05. ANTICIPATION NOTES. In anticipation of the sale of Obligations, the Council may, by resolution, issue notes and may renew the same from time to time. Such notes may be paid from the proceeds of the Obligations, the proceeds of the Capital Assessments, the proceeds of the notes and such other legally available money as the Council deems appropriate by resolution. Said notes shall mature within five years of their issuance and shall bear interest at a rate not exceeding the maximum rate provided by law. The Council may issue Obligations or renewal notes to repay the notes. The notes shall be issued in the same manner as the Obligations.

SECTION 6.06. TAXING POWER NOT PLEDGED. Obligations issued under the provisions of this Ordinance shall not be deemed to constitute a general obligation or pledge of the full faith and credit of the City within the meaning of the Constitution of the State of Florida, but such Obligations shall be payable only from Pledged Revenue in the manner provided herein and by the resolution authorizing the Obligations. The issuance of Obligations under the provisions of this Ordinance shall not directly or indirectly obligate the City to levy or to pledge any form of ad valorem taxation whatever therefore. No holder of any such Obligations shall ever have the right to compel any exercise of the ad valorem taxing power on the part of the City to pay any such Obligations or the interest thereon or to enforce payment of such Obligations or the interest thereon against any property of the City, nor shall such Obligations constitute a charge, lien or encumbrance, legal or equitable, upon any property of the City, except the Pledged Revenue.

SECTION 6.07. TRUST FUNDS. The Pledged Revenue received pursuant to the authority of this Ordinance shall be deemed to be trust funds, to be held and applied solely as provided in this Ordinance and in the resolution authorizing issuance of the Obligations. Such Pledged Revenue may be invested by the City, or its designee, in the manner provided by the resolution authorizing issuance of the Obligations. The Pledged Revenue upon receipt thereof by the City shall be subject to the lien and pledge of the holders of any Obligations or any entity other than the City providing credit enhancement on the Obligations.

SECTION 6.08. REMEDIES OF HOLDERS. Any holder of Obligations, except to the extent the rights herein given may be restricted by the resolution authorizing issuance of the Obligations, may, whether at law or in equity, by suit, action, mandamus or other proceedings, protect and enforce any and all rights under the laws of the State of Florida or granted hereunder or under such resolution, and may enforce and compel the performance of all duties required by this part, or by such resolution, to be performed by the City.

SECTION 6.09. REFUNDING OBLIGATIONS. The City may, by resolution of the Council, issue Obligations to refund any Obligations issued pursuant to this Ordinance, or any other obligations of the City theretofore issued to finance the Project Cost of a Local Improvement and provide for the rights of the holders hereof. Such refunding Obligations may be issued in an amount sufficient to provide for the payment of the principal of, redemption premium, if any, and interest on the outstanding Obligations to be refunded. If the issuance of such refunding Obligations results in an annual Assessment that exceeds the estimated maximum annual Capital Assessments set forth in the notice provided pursuant to Section 4.05 hereof, the Council shall provide notice to the affected property owners and conduct a public hearing in the manner required by Article IV of this Ordinance.

ARTICLE VII

MISCELLANEOUS PROVISIONS

SECTION 7.01. APPLICABILITY. This Ordinance and the Council's authority to impose assessments pursuant hereto shall be applicable throughout the City.

SECTION 7.02. ALTERNATIVE METHOD.

(A) This Ordinance shall be deemed to provide an additional and alternative method for the doing of the things authorized hereby and shall be regarded as supplemental and additional to powers conferred by other laws, and shall not be regarded as in derogation of any powers now existing or which may hereafter come into existence. This Ordinance, being necessary for the welfare of the inhabitants of the City, shall be liberally construed to effect the purposes hereof.

(B) Nothing herein shall preclude the Council from directing and authorizing, by resolution, the combination with each other of (1) any supplemental or additional notice deemed proper, necessary, or convenient by the City, (2) any notice required by this Ordinance, or (3) any notice required by law, including the Uniform Assessment Collection Act.

SECTION 7.03. LIBERALLY CONSTRUED. This Ordinance, being necessary for the welfare of the inhabitants of the City, particularly the owners of property located therein, shall be liberally construed to effect the purposes hereof.

SECTION 7.04. SEVERABILITY. The provisions of this Ordinance are severable; and if any section, subsection, sentence, clause or provision is held invalid by any court of competent jurisdiction, the remaining provisions of this Ordinance shall not be affected thereby.

SECTION 7.05. CONFLICTS. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 7.06. CODIFICATION. It is the intention of the Council, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of City of Palm Bay; that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

SECTION 7.07. AMENDMENT OF SECTION 56.01 OF THE CODE. Section 56.01 of the City of Palm Bay Code of Ordinances, entitled "Notice of Intent to Implement," is hereby amended as follows:

(~~stricken~~ words indicate deletions, underlined words indicate additions)

Section 56.01 Notice of Intent to Implement. When the approval by majority vote of affected property owners is required for a special assessment program ~~the City Council intends to implement a special assessment program~~ pursuant to City Charter Section 6.02, a notice of such intent shall be mailed to the property owners whose property would be specifically benefitted by, and assessed for, all or a portion of any such project, and the procedures set out in section 56.02 – 56.06 of the Code shall be followed as a prerequisite

to all other procedures and requirements for the imposition of special assessments established in this chapter. Such notice shall, at a minimum, provide a description of the project, the estimated total cost of the project, the estimated cost to the property owner, the method of payment of the assessment, and the length of time that the assessments will be collected. Such notice shall contain a ballot. The notice shall include the following legend:

* * *

SECTION 7.08. AMENDMENT OF SECTION 56.20 OF THE CODE. Section 56.20 of the City of Palm Bay Code of Ordinances, entitled "Home Rule Assessment Act Established," is hereby amended as follows:

(~~stricken~~ words indicate deletions, underlined words indicate additions)

Sections 56.20 through 56.27 shall be known as and may be referred to as the "Home Rule Assessment Act~~.~~," the provisions of which shall only be applicable to special assessments imposed prior to May 1, 2017. The city may finance the costs of the projects by levying, and collecting assessments on any property specially benefitted thereby, as provided in Section 6.02 of the City Charter, in §§ 56.01 through 56.07, and herein. Assessments may be levied only on specially benefitted real property and only at a rate of assessment not exceeding the special benefit accruing to such property from the specific project, the cost of which is being financed with such assessment.

* * *

SECTION 7.09. EFFECTIVE DATE. A certified copy of this Ordinance shall be filed with the Department of State of the State of Florida within 10 days of enactment and shall take effect upon filing with said department.

Read in title only at Meeting No. 2017-09, held on April 20, 2017; and read in title only and duly enacted at Meeting No. 2017- , held on , 2017.

_____
William Capote, MAYOR

ATTEST:

_____
Terese M. Jones, CITY CLERK

Reviewed by CAO: _____

The City of Palm Bay Florida

LEGISLATIVE MEMORANDUM

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

FROM: **Gregg Lynk, City Manager**

DATE: **May 4, 2017**

RE: **Comprehensive Plan Amendment Request - Evans Center Inc. (James Bartell, President)**

On behalf of Evans Center Inc. (James Bartell, President), Ms. Lynn Brockwell-Carey has submitted an application for a small scale amendment to the Comprehensive Plan Future Land Use Map from Single Family Residential Use to Public/Semi-Public Use.

REQUESTING DEPARTMENT:
Growth Management

STAFF FINDINGS:
Case CP-12-2017 is recommended for approval, pursuant to Chapter 163, Florida Statutes.

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

Attachments:
1) Case No. CP-12-2017
2) Ordinance

SB/cp/ab/cb

The City of Palm Bay Florida

DATE: APRIL 5, 2017
CASE #: CP-12-2017

CITY OF PALM BAY

LAND DEVELOPMENT DIVISION STAFF REPORT

COMPREHENSIVE PLAN AMENDMENT APPLICATION

PROPOSAL: Amend the Comprehensive Plan Future Land Use Map from Single Family Residential Use to Public/Semi-public Use.

LOCATION: The subject property is located at the SE corner of Florida Avenue NE and Pelham Street NE. Specifically, Lots 20-24, Block 3, of Powell's Subdivision, Section 14, Township 28 South, Range 37 East, Brevard County, Florida.

APPLICANT: Evans Center Inc. (James Bartell, President)

SITE DATA

PRESENT ZONING: IU, Institutional Use District

LAND USE DESIGNATION: Single Family Residential Use

ACREAGE: 0.79 Acres +/-

ADJACENT ZONING & LAND USE:

N -- IU, Institutional Use District; Florida Avenue
E -- RS-3, Single Family Residential District; Single and Multi-Family Homes
S -- RS-3, Single Family Residential District; Single Family Home
W -- IU, Institutional Use District; Pelham Street

BACKGROUND:

1. The subject property is located at the SE corner of Florida Avenue NE and Pelham Street NE. Specifically, Lots 20-24, Block 3, of Powell's Subdivision, Section 14, Township 28 South, Range 37 East, Brevard County, Florida.

2. The adjacent zoning and land uses are as follows:

   NORTH: IU, Institutional Use District; Florida Avenue
   EAST: RS-3, Single Family Residential District; a vacant lot, a Single Home and a Tri-Plex
   SOUTH: RS-3, Single Family Residential District; Single Family Home
   WEST: IU, Institutional Use District; Florida Avenue

3. The applicant requests a small-scale Comprehensive Plan Future Land Use Map Amendment to change from Single Family Residential Use to Public/Semi-public Use. The applicant for this request is James Bartell, President of Evans Center, Inc. Mr. Bartell will be represented by Mrs. Lyn Brockwell-Carey, Project Manager.

ANALYSIS:

Availability of Public Facilities and Services:

Potable Water: Provided by the City of Palm Bay

Sanitary Sewer: Provided by the City of Palm Bay

Solid Waste: Provided by Waste Management

Parks & Recreation: Public/Semi-public Use has no effect on the parks & recreation level of service standards, nor does it place any demand on such services.

Drainage: The lots are previously contained the Evans Market and associated parking areas. They are presently vacant, removed of their structures years ago. A stormwater drainage system will be required and must be approved by the St. Johns River Water Management District, prior to any development. This system will also be reviewed by the city and approved during the administrative site plan review process.

Transportation: The applicant intends to develop the subject property with a 6,000 square foot facility to include a small market, health clinic, and classroom space. Vehicular access to the site will be from Florida and Pellham. Pedestrian traffic is also anticipated. Any impact to the adjacent road network, and/or the sidewalk system, will be examined during review of the site plans and mitigated through the design of the site.

Public Schools: Public/Semi-public Use has no impact on the public school system.

Environmental Resources:

Future use will require review and compliance with all relevant City regulations, including environmental review, as may be required.

Coastal High Hazard Zone:

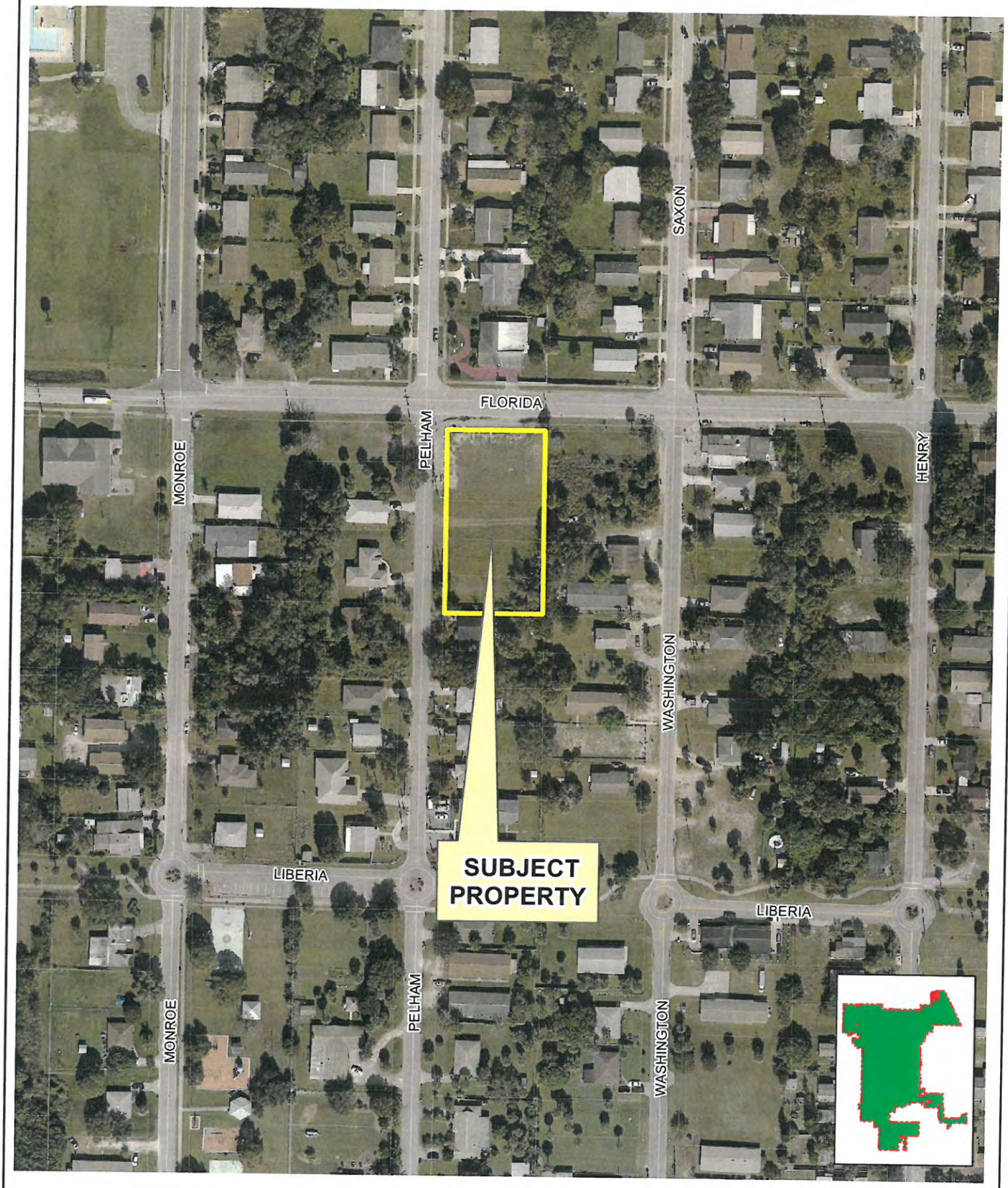
The subject property is not located within the Coastal High Hazard Zone or the current surge area.

Historic Resources:

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

STAFF CONCLUSION:

Motion to approve Case No. CP-12-2017, pursuant to Chapter 163, Florida Statutes.



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

Map created by the Land Development Division

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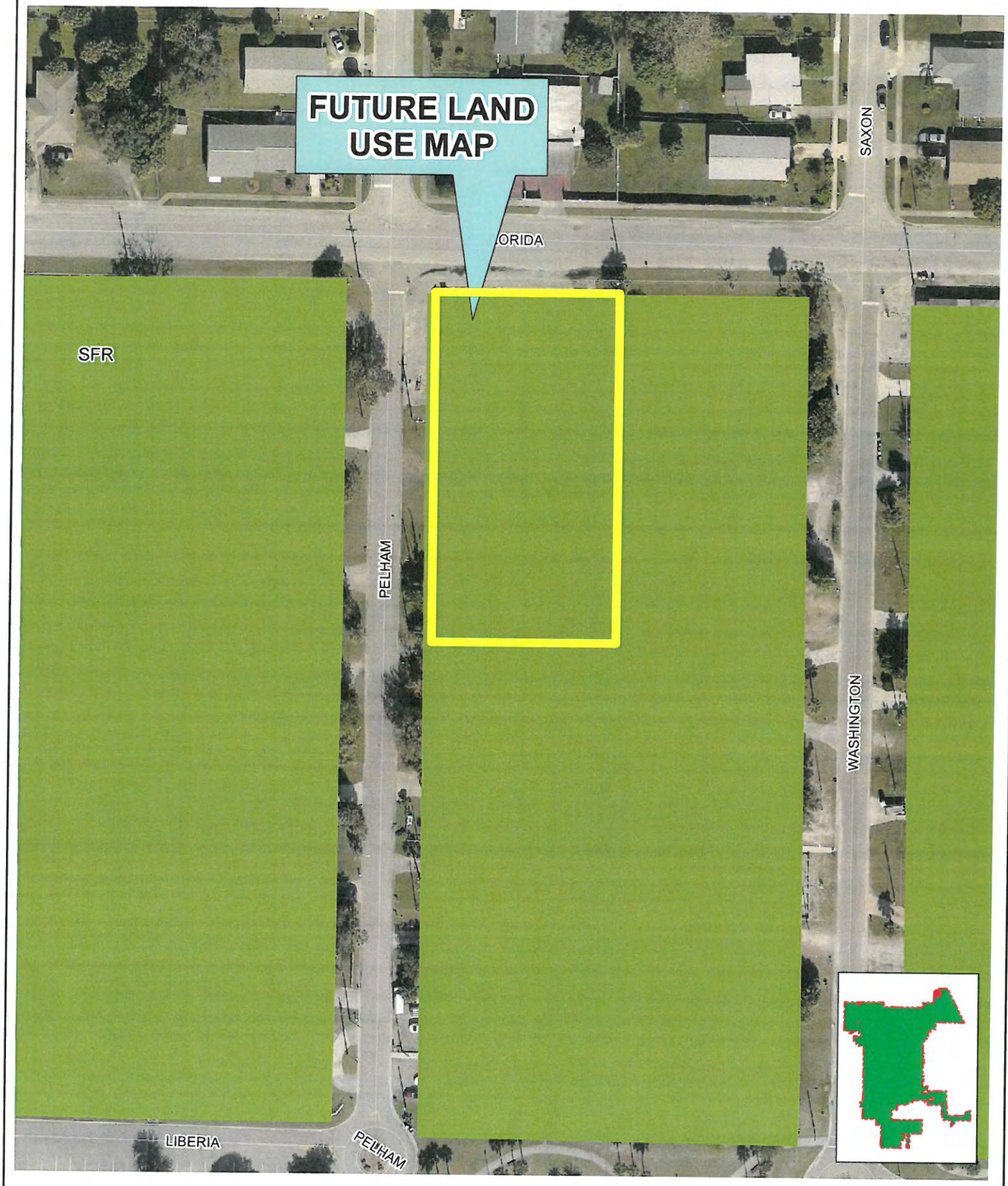
CASE NO. CP-12-2017



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

Map created by the Land Development Division

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CASE NO. CP-12-2017

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) Evans Center, Inc. - Lynn Brockwell-Carey, Project Manager

ADDRESS (physical) - 1361 Florida Ave NE Palm Bay FL 32905
(mailing) 1151 Masterson St.

CITY (mailing) Melbourne STATE FL ZIP 32935

PHONE # 321-591-6683 (cell) 321-253-4214 (office) FAX # 321-253-6588

E-MAIL ADDRESS lynn@bndcserve.org

2) COMPLETE LEGAL DESCRIPTION OF PROPERTY COVERED BY APPLICATION

There are 4 contiguous lots. Please see attached chart from the property appraiser's website.

SECTION _____ TOWNSHIP _____ RANGE _____

3) SIZE OF AREA COVERED BY THIS APPLICATION (calculate acreage): .79 acre

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

5) LAND USE CLASSIFICATION DESIRED OR PROPOSED TEXT CHANGE:

Public/Semi-public Use

6) PRESENT USE OF THE PROPERTY: monthly farmer's market; anticipated construction of Evans Center, Inc.

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

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

NO

(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.)

9) JUSTIFICATION FOR CHANGE (attach additional sheets containing supporting documents and evidence if necessary): please see attached

10) SPECIFIC USE INTENDED FOR PROPERTY: please see attached

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). 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.

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.

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 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 James A. Bartell **Date** 3-1-17

Printed Name of Applicant James Bartell

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

CITY OF PALM BAY
RECEIVED
MAR 07 2017
LAND DEVELOPMENT

EVANS CENTER

#9 – JUSTIFICATION FOR CHANGE:

Currently, the lots owned by Evans Center Inc are zoned as IU and have a future land use as single family residential. Evans Center Inc is seeking to build a 6,000 SF facility to include a market, health clinic (in collaboration with the Brevard Health Alliance), and classroom space.

The Evans Center will be owned and operated by Evans Center, Inc, a 501c3 non-profit. Its proposed uses will serve the immediate community and work synergistically to improve the well-being of the residents living close by. The IU zoning district is a good fit for Evans Center. Public/Semi-Public Use is the designation that typically goes with the IU Zoning District and the allowable uses are consistent and compatible with Evans Center's intended activities.

#10 – SPECIFIC USE INTENDED FOR PROPERTY:

"Economic development, job training, and improved community appearance are some of the changes I hope will result."…. "Would like to see this community grow and thrive without drugs or violence"…. "We need more health foods." (Quotes from community survey)

Residents of the Powell/Driskell Heights neighborhoods are filled with hope and excitement for Evans Center! It will impact close to 5,000 people within a mile radius of the project site.

Following is a description of the activities planned for this community development project:

Market: Evans Center is located in a USDA-designated "food desert". Food deserts are usually located in urban neighborhoods or rural cities. Instead of supermarkets and grocery stores, these communities may have no food access or are served only by fast food restaurants and convenience stores that offer few healthy, affordable food options. The lack of access contributes to a poor diet and can lead to higher levels of obesity and other diet-related diseases, such as diabetes and heart disease. In the Evans Center communities of Powell/Driskell Heights 68% of households own one or no vehicle. The closest grocery store is 1.4 miles away. That is a long journey for seniors or young mothers without transportation. In a recent survey, residents were asked to respond to the following question - "Assuming a 4- week month, how often do you shop for groceries in a month?" 40% answered that they shop once every 2 weeks. 10% shop once every 3 weeks. This is a strong indicator of the need for better access to fresh produce. The market at Evans Center will provide access to healthy foods including fresh vegetables, meats, dairy, and sundry household and personal hygiene items. There will also be a small deli.

Multi-Purpose Room: Evans Center will be a place where teens and young adults find mentors who inspire them, teach them critical job skills, and connect them to employers. The multi-purpose room at Evans Center will host classes for youth job training. Instruction will include how to complete job applications, enhanced communications and interview skills, and personal and professional ethics training. The market will provide hands-on training for some of the program graduates. They will gain transferable job skills related to sales, customer service, inventory, and product presentation. They will experience teamwork and the value of strong work ethics. Evans Center will connect other job training graduates to CareerSourceBrevard. Professionals in the Next Gen program will help the youth secure employment. The multi-

purpose space will also be used for community gatherings, health and wellness programs, and life enrichment classes (i.e. parenting, cooking).

The Clinic: The Brevard Health Alliance (BHA) will lease 1,000 sf at Evans Center for a one-provider clinic. The clinic will offer primary health services to all persons. Patients will contribute to their care on a sliding fee basis. Patients will also have access to medications at reduced prices or at no cost. Patients will be encouraged to use the clinic for preventative as well as sick care. BHA anticipates serving 1,250 patients with 3,500 visits in the first year. Also, BHA and Reducing Obesity in Central Florida Kids (ROCK) will collaborate with Evans Center leaders to bring wellness programs to the community.

CITY OF PALM BAY, FLORIDA

PLANNING AND ZONING BOARD/
LOCAL PLANNING AGENCY
REGULAR MEETING NO. 2017-04

Held on Wednesday, April 5, 2017, 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. Leeta Jordan led the Pledge of Allegiance to the Flag.

ROLL CALL:

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

CITY STAFF: Present were Mr. Patrick Murphy, Assistant Growth Management Director; Mr. Robert Loring, Planner; Mr. Christopher Balter, 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. 2017-03. Motion by Mr. Pezzillo, seconded by Mr. Stroderd 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.

Motion by Ms. Maragh, seconded by Mr. Stroderd to submit Case V-14-2017 to City Council for approval of a variance to grant relief from Section 185.118(A)(4) of the Code of Ordinances in order to allow an existing screened patio to encroach 3.3 feet into the 25-foot side corner setback; a proposed shed to encroach 23 feet into the 25-foot side corner setback; and relief from Section 170.114(A) of the Code of Ordinances in order to allow an existing fence to encroach 15 feet into the 15-foot side corner yard setback, subject to the condition that a permit for the shed was obtained. The motion carried with members voting as follows:

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

3. CP-12-2017 - EVANS CENTER INC. (LYNN BROCKWELL-CAREY)

Mr. Murphy presented the staff report for Case CP-12-2017. The applicant had requested a Comprehensive Plan Future Land Use Map small scale amendment from Single Family Residential Use to Public/Semi-Public Use. Staff recommended Case CP-12-2017 for approval, pursuant to Chapter 163, Florida Statutes.

Mr. Stroderd wanted to know what other uses would be allowed at the subject site if the planned project was to fail. Mr. Murphy indicated how public uses like churches, cell towers, and governmental buildings would be permitted. However, the applicant was proposing to construct a multi-purpose facility that would benefit the immediate community. Financial backing was in place and the project was ready to move forward.

Ms. Lynn Brockwell-Carey (applicant and project manager) stated that Evans Center Inc. was a nonprofit organization that would provide outreach programs focused on health and wellness and job training to the Powell's Subdivision, the Driskell Heights neighborhood within the Bayfront Community Redevelopment District. The proposed land use was consistent with the site's existing IU, Institutional Use zoning designation.

Mr. James Bartell (board president of Evans Center Inc.) stated that the Evans Center would provide a food market with healthy foods and gainfully employ area youth. Brevard Health Alliance would operate a clinic at the site, and classes like parental training would be held in the multipurpose room.

Mr. Woodrum asked if the community was canvased for their input. Mr. Bartell described how every resident in the area for the last six years had continually been apprised about the project. Two thousand surveys inviting community input were hand delivered to each home in 2011.

Mr. Pezzillo inquired about the size of the proposed building. Mr. Bartell noted that the facility would be just under 6000 square feet in size with the store at 3200 square feet, the medical area at 1000 square feet, and the multipurpose room at 1700 square feet in size.

The floor was opened for public comments.

Ms. Fay Higgins (interested citizen) spoke in favor of the request. She wanted to know if agencies such as Career Source Brevard would be involved with the center. Ms. Brockwell-Carey confirmed that this was correct.

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

Motion by Mr. Pezzillo, seconded by Mr. Ranier to submit Case CP-12-2017 to City Council for approval of a Comprehensive Plan Future Land Use Map small scale amendment from Single Family Residential Use to Public/Semi-Public Use. The motion carried with members voting unanimously.

OTHER BUSINESS:

1. Staff congratulated the members of the Planning and Zoning Board who had completed their first year of service on the board.

ADJOURNMENT:

The meeting was adjourned at approximately 8:09 p.m.

ORDINANCE NO. 2017-36

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 April 5, 2017, 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 May 4, 2017, 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 Public/Semi-Public Use, which property is legally described as follows:

> Lots 20 through 24, Block 3, Powell's Subdivision, according to the plat thereof as recorded in Plat Book 3, Page 84, of the Public Records of Brevard County, Florida; Section 14, Township 28S, Range 37E; containing 0.79 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. 2017- , held on , 2017.

_____
William Capote, MAYOR

ATTEST:

_____
Terese M. Jones, CITY CLERK

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

Reviewed by CAO: _____

Applicant: Evans Center, Inc.
Case No.: CP-12-2017

cc: (date) Applicant
Case File

The City of Palm Bay Florida

LEGISLATIVE MEMORANDUM

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

FROM: **Gregg Lynk, City Manager**

DATE: **May 4, 2017**

RE: **Request to Vacate Easement – Ms. Barbara Lubsen**

Ms. Barbara Lubsen has submitted an application to vacate the South 3.00 feet of the east 90.00 feet of the Public Utility and Drainage Easement across the North 10.00 feet of Lot 27, Block 4, Palm Bay Colony, to allow for sale of home.

REQUESTING DEPARTMENT:
Public Works

STAFF RECOMMENDATION:
Approval of the request, per the analysis section of the Staff Report.

Attachment: 1) Case No. VE-4-2017
2) Ordinance

JA/ab/cb

The City of Palm Bay Florida
A Perfect Place to Grow

DATE: April 10, 2017
CASE #: VE-4-2017

PUBLIC WORKS DEPARTMENT STAFF REPORT

REQUEST TO VACATE EASEMENT

PROPOSAL: To vacate South 3.00 feet of the East 90.00 feet of the Public Utility and Drainage Easement across the North 10 feet of lot to allow for existing encroachment from mobile home placed on lot in 2005.

LOCATION: 1848 Coco Plum Street NE
(Lot 27, Block 4, Palm Bay Colony Section Two)

APPLICANT: Ms. Barbara Lubsen

SITE DATA

PRESENT ZONING: RMH – Residential Mobile Home District

AREA OF VACATING: **Rectangular 90'x3' = +/- 270.0 square feet**

ADJACENT ZONING & LAND USE:

N RMH – Residential Mobile Home District
E RMH – Residential Mobile Home District
S RMH – Residential Mobile Home District
W RMH – Residential Mobile Home District

STAFF ANALYSIS:

To vacate a 3' foot x 90' foot portion of the northerly 10' public utility and drainage easement to allow for an existing encroachment of a mobile home that was placed, in 2005, on Lot 27, Block 4, Palm Bay Colony Section Two.

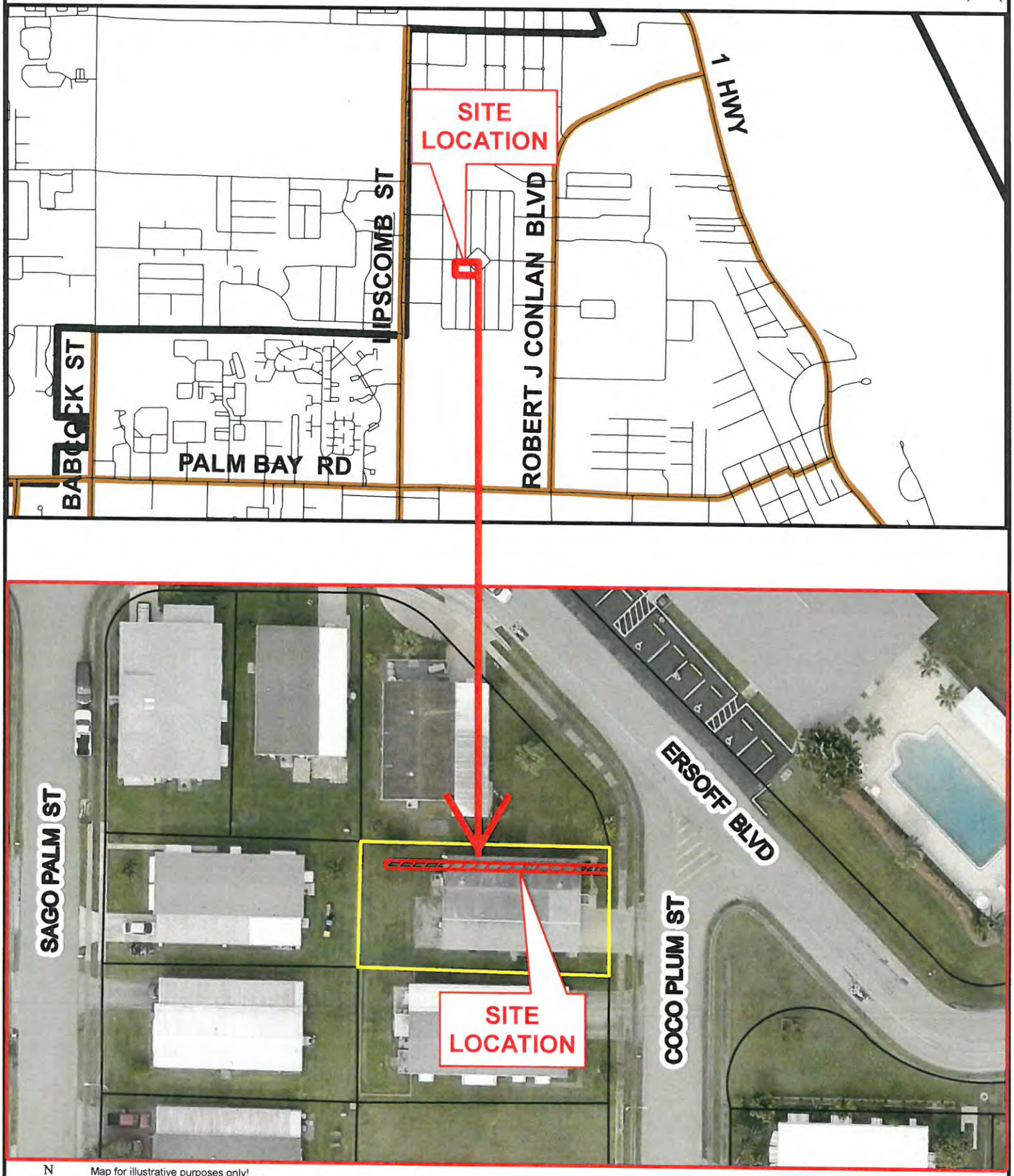
AT & T, Florida Power and Light, Florida City Gas, Coast Gas, Melbourne Tillman Water Control District and Bright House have no objection to the vacating request.

The City of Palm Bay's Departments have the enclosed comments relating to the vacating request. It should be noted that there is a total of 20 feet of Public Utility and Drainage Easement between Lots 26 and 27, which is more than adequate to handle the existing drainage flow. Staff has no adverse comments regarding removal of the South 3' of the East 90' of the North 10' of easement to allow for the legal sale of the mobile home.

STAFF RECOMMENDATION:

Staff recommends approval of the vacating of easement per the analysis section of this staff report.

LOCATION MAP

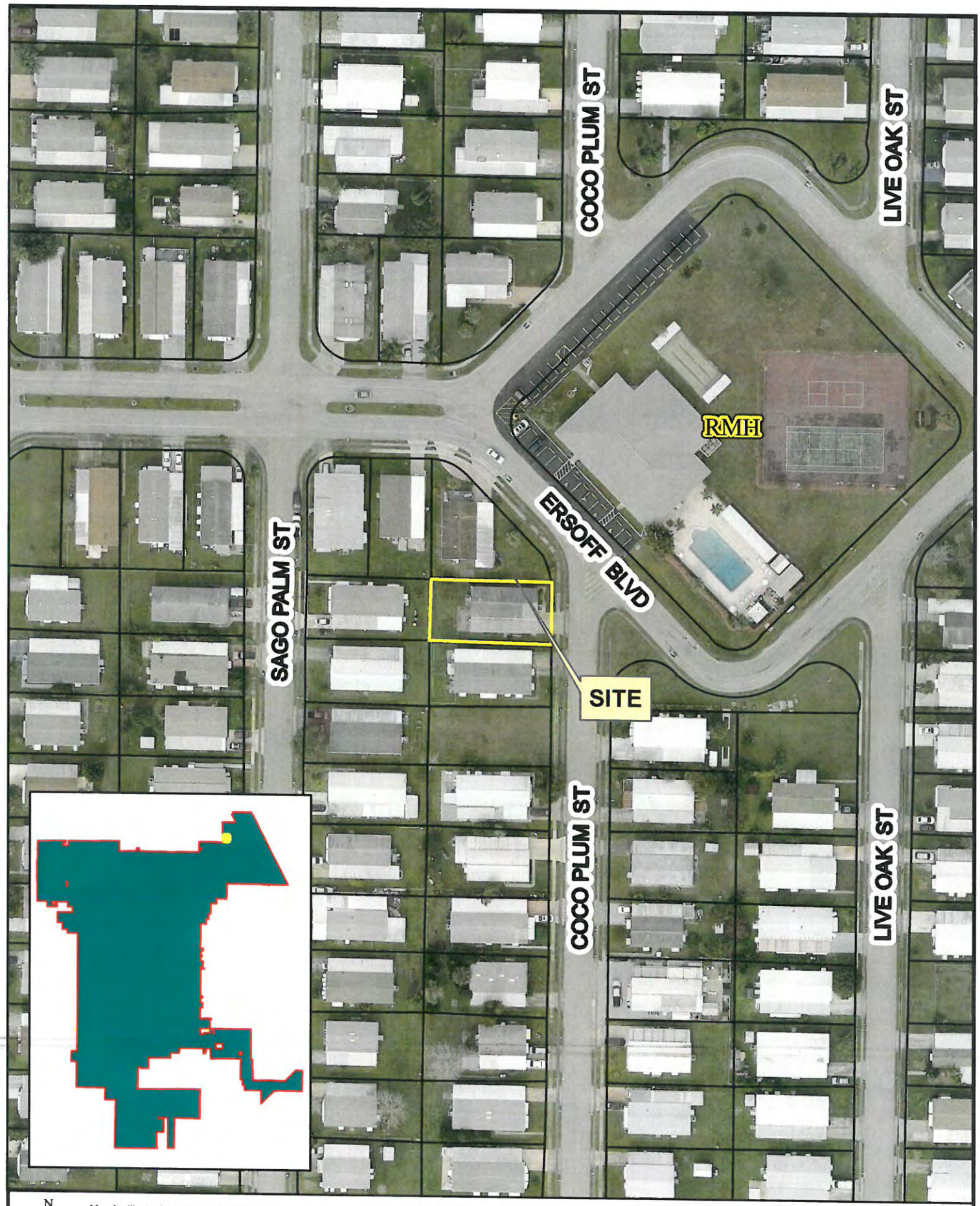


Map for illustrative purposes only!
Not to be construded as binding or a survey.
Map created by the City of Palm Bay
Public Works Department (RSD), on March 21, 2017.

VE-4-2017

0 12.5 25 50 Feet

1 inch = 50 feet



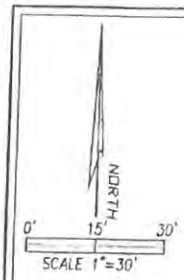
N
W E
S

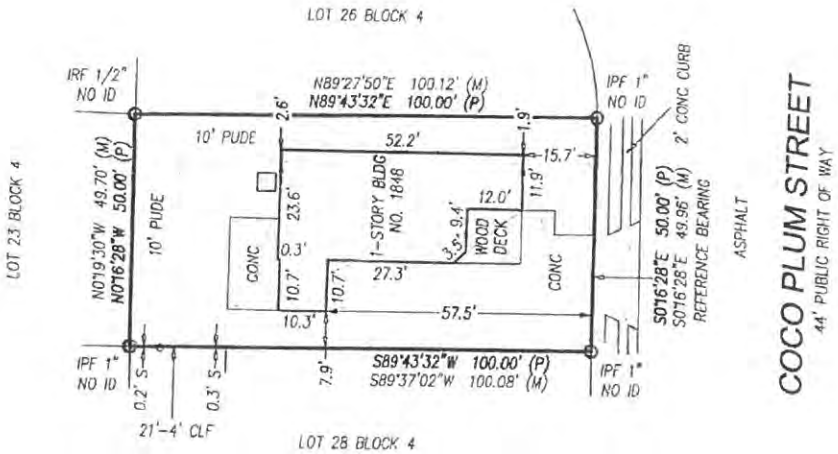
Map for illustrative purposes only!
Not to be construded as binding or a survey.
Map created by the City of Palm Bay
Public Works Department (RSD), on March 21, 2017.

LOCATION MAP
VE-4-2017

0 25 50 100
Feet
1 inch = 100 feet

MAP OF BOUNDARY SURVEY





PROPERTY
1848 COCOPLUM

LEGEND

C = CALCULATED
C/L = CENTERLINE
CLF = CHAIN LINK FENCE
CMF = CONCRETE MONUMENT FOUND
CONC = CONCRETE
COR = CORNER
(D) = DEED
ESMT = EASEMENT
FFE = FINISHED FLOOR ELEVATION
FNC = FENCE
FND= FOUND
ID = IDENTIFICATION
IPF = IRON PIPE FOUND
IRF = IRON ROD FOUND
IRS = 5/8" IRON ROD SET LB 7928
LB = LICENSED BUSINESS NUMBER
(M) = MEASURED
NAVD = NORTH AMERICAN VERTICAL DATUM 1988
NDF = NAIL & DISK FOUND
NDS = NAIL & DISK SET LB 7928
ORB = OFFICIAL RECORDS BOOK
(P) = PLAT
PB = PLAT BOOK
PCP = PERMANENT CONTROL POINT
PC = POINT OF CURVATURE
PLS = PROFESSIONAL LAND SURVEYOR
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PUE = PUBLIC UTILITY ESMT
PUDE = PUBLIC UTILITY&DRAINAGE ESMT
TYP = TYPICAL
WD = WOOD
WIT-COR = WITNESS CORNER 5/8" IRS GAI LB 7928
WSE = WATER AND SEWER EASEMENT
NDS = NAIL & DISK SET GAI LB 7928

NOTES:

1. BEARINGS BASED ON SAID PLAT (SEE MAP)
2. ELEVATIONS BASED ON ----------
3. FLOOD ZONE "X", MAP NO. 12009C0611G COMMUNITY NO. 120404, MARCH 17, 2014
4. HORIZONTAL CLOSURE MEETS OR EXCEEDS THE ACCURACY FOR SUBURBAN LAND AS PER FLORIDA ADMINISTRATIVE CODE 5J-17
5. VERTICAL CLOSURE: NOT APPLICABLE
6. BEARINGS, DISTANCES AND ANGLES SHOWN ARE THE SAME AS PLAT, DEED OR RECORD UNLESS SHOWN OTHERWISE
7. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

LEGAL DESCRIPTION:

LOT 27, BLOCK 4, PALM BAY COLONY, SECTION 2, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 24, PAGE 38, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. INCLUDING 1980 GLENBRODIK MOBILE HOME, IDENTIFICATION #FLFL2AA06792347 AND #FLFL2BA06792347

BOUNDARY	DATE: 6 FEB 17

CERTIFIED TO:

Countywide Title & Escrow Corp
Old Republic National Title Insurance Company
Dawn Coutard and Phyllis Coutard
Plaza Home Mortgage, Inc.

GAI Surveyors

L.B. NO. 7928

A. EARL GORDON, JR, PSM NO. LS 2865
EARL K. GORDON, PSM NO. LS 5363

450 BARNES BLVD, ROCKLEDGE, FL 32955
(321) 806-3908 GAI@CFL.RR.COM

CERTIFICATION:

I HEREBY CERTIFY: THAT THE ATTACHED SURVEY WAS DONE UNDER MY DIRECTION AND MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

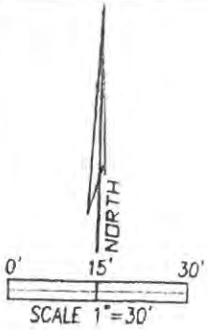
Earl K. Gordon

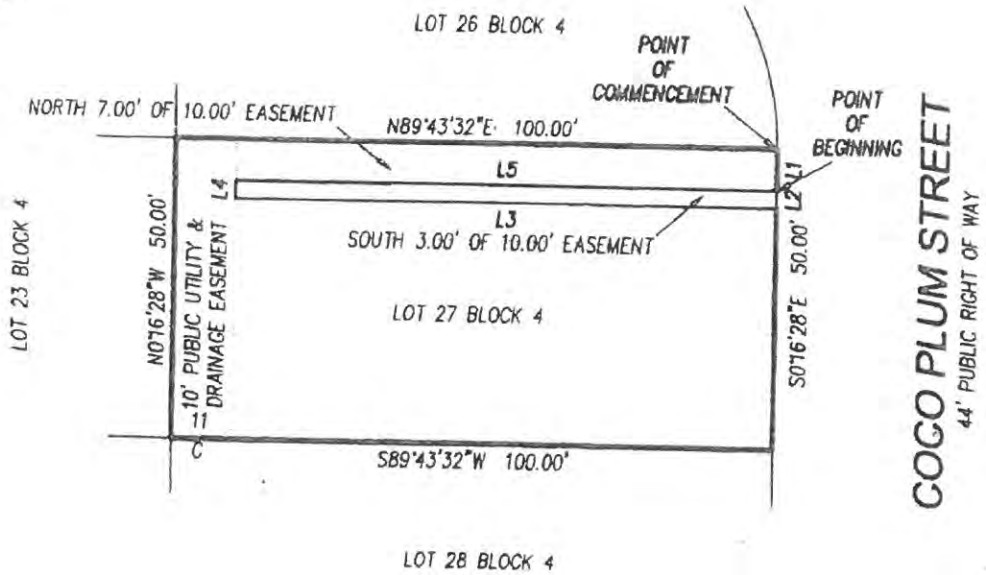
EARL K. GORDON PROFESSIONAL LAND SURVEYOR AND MAPPER STATE OF FLORIDA NO. LS 5363

CALCULATIONS/DRAWN/CHECKED BY: AEG/EGJ/EKG

MAP OF LEGAL DESCRIPTION
NOT A BOUNDARY SURVEY

City of Palm Bay
City of Palm Bay
MAR 20 2017
MAR 20 2017
Lot Drainage & Driveway
Lot Drainage & Driveway





LINE TABLE		
LINE	BEARING	DISTANCE
L1	S0°16'28"E	7.00'
L2	S0°16'28"E	3.00'
L3	S89°43'32"W	90.00'
L4	N0°16'28"W	3.00'
L5	N89°43'32"E	90.00'

LEGAL DESCRIPTION (BY SURVEYOR)

THE SOUTH 3.00 FEET OF THE EAST 90.00 FEET OF THE PUBLIC UTILITY AND DRAINAGE EASEMENT ACROSS THE NORTH 10.00 FEET OF LOT 27, BLOCK 4, PALM BAY COLONY, SECTION 2, AS RECORDED IN PLAT BOOK 24, PAGE 38, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT HE NORTHEAST CORNER OF SAID LOT 27; THENCE S00°16'28"E ALONG THE EAST LINE OF SAID LOT 27, A DISTANCE OF 7.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S00°16'28"E ALONG SAID EAST LINE, A DISTANCE OF 3.00 FEET; THENCE S89°43'32"W, A DISTANCE OF 90.00 FEET; THENCE N00°16'28"W, A DISTANCE OF 3.00 FEET; THENCE N89°43'32"E, A DISTANCE OF 90.00 FEET TO THE POINT OF BEGINNING.

CERTIFIED TO: Countywide Title & Escrow Corp
Old Republic National Title Insurance Company
Dawn Coutard and Phyllis Coutard
Plaza Home Mortgage, Inc.

DESCRIPTION	DATE: 17 MAR 17

CERTIFICATION:

I HEREBY CERTIFY: THAT THE ATTACHED SURVEY WAS DONE UNDER MY DIRECTION AND MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

Earl K. Gordon

EARL K. GORDON PROFESSIONAL LAND SURVEYOR AND MAPPER
STATE OF FLORIDA NO. LS 5363

CALCULATIONS/DRAWN/CHECKED BY: AEG/EKG

GAI Surveyors
L.B. No. 7928

A. EARL GORDON, JR, PSM No. LS 2866
EARL K. GORDON, PSM No. LS 5363

450 Barnes Blvd, Rockledge, FL 32955
(321) 806-3908 GAI@CFL.RR.COM

North rear section 2 ft Belong to Guy next door

Feb 23, 2017

Re: Letter of Authorization

As the property owner of the site legally described as 1848 Coco Plom NE Palm Bay, Florida 32905,
I hereby authorize Grace Davis of LaRogue
to represent my BARBARA LUBSEN application for said property.

Barbara A Lubsen
(Signature)

STATE OF NORTH CAROLINA
COUNTY OF ~~BREVARD~~ CRAVEN

The foregoing instrument was acknowledged before me this 23 Feb, 2017
by Barbara Lubsen, who is personally known by me or
who has produced _____ as identification,
and who did X /did not ____ take an oath.

(SEAL)

MARGARET J DUNN
NOTARY PUBLIC
Craven County
North Carolina
My Commission Expires June 17, 2019

Margaret J Dunn, Notary Public

Serial No. ∅

My commission expires 6/17/19

Scott Dexter
please speed application
Thank you
Barbara Lubsen
(living in NC)

The City of Palm Bay Florida
A Perfect Place to Grow

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

REQUEST TO VACATE EASEMENT/DRAINAGE RIGHTS-OF-WAY

This application must be completed, legible, and returned, with all attachments referred to herein, to the Land Development Division, Palm Bay, Florida. The request will be reviewed by City staff and scheduled before the City Council. A minimum of eight (8) weeks is required to process the application. You or your representative are required to attend the hearing, and will be notified by mail of the date of the meeting. The meeting will be held 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) Barbara Lubsen

ADDRESS ~~164~~ 5020 Bucco Reef Rd

CITY New Bern STATE NC ZIP 28560

HOME PHONE # (252) 635-1142 BUSINESS PHONE # (252) 617-1912 cell

FAX # same as home E-MAIL ADDRESS blubsen@suddenlink.net

2) **LEGAL DESCRIPTION, PREPARED BY A CERTIFIED SURVEYOR, OF THAT PORTION OF THE EASEMENT REQUESTING TO BE VACATED UPON WHICH THE ENCROACHMENT IS PROPOSED OR CURRENTLY EXISTS:** Lot 27, Block 4 Palm Bay Colony Sec. 1, 2, 3, and 4 according to the plat book 3 pages 37-40 of the public Records of Brevard County, Florida

SECTION 14 TOWNSHIP 26 South RANGE 37 east

3) SIZE OF AREA COVERED BY THIS APPLICATION (calculate acreage): .11 ac.

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

5) WHICH ACTION APPLYING FOR (ex.: Easement, Drainage): Easement

6) REASON FOR REQUESTING VACATION AND INTENDED USE:
Sale of home (to be completed)
Leona Stewart passed away in Sept 2016
Her home was/is: 1848 Coco Plum NE PB32905

7) IF THE ENCROACHMENT CURRENTLY EXISTS, PROVIDE THE DATE THAT A PERMIT WAS ISSUED BY THE BUILDING DIVISION: 1/3/2005

8) THE FOLLOWING ENCLOSURES ARE NEEDED TO COMPLETE THIS APPLICATION:

✓ *$175.00 Application Fee. Make check payable to "City of Palm Bay";

2370 Ershoff Blvd. Palm Bay 32905

_____ List of names and addresses of property owners abutting the lot or parcel within which the easement or drainage right-of-way is located;

Rebecca Niederhofer

✓ Copy of plat, map, etc. depicting area location of easement or drainage right-of-way to be vacated.

_____ Original notarized letters from the following utility and service companies are required stating whether or not they object to or if there is no interest in the vacating of the easement or drainage right-of-way. If equipment lies within the easement or drainage right-of-way requested for vacation, the applicant shall be responsible for any expenses incurred for relocating same, unless other arrangements have been made with the company. See attached to contact:

(a) Florida Power & Light Company;
(b) AT&T Telecommunications; A
(c) Bright House Networks;
(d) Melbourne-Tillman Water Control District (if applicable);
(e) Ameri Gas (if applicable);
(f) Florida City Gas (if applicable); NA
(g) Holiday Park, Board of Directors (if applicable).

9) ARE YOU THE PROPERTY OWNER OF RECORD?: X YES _____ NO

IF NO, A NOTARIZED LETTER FROM THE PROPERTY OWNER MUST BE ATTACHED GIVING CONSENT TO THE APPLICANT TO REQUEST THE VACATING.

10) CONTACT THE ~~LAND DEVELOPMENT DIVISION~~ Public Works 321-952-3403 (321-733-3042) AS TO WHETHER A VARIANCE IS REQUIRED. IF REQUIRED, YOU MUST OBTAIN APPROVAL FOR THE VARIANCE PRIOR TO PROCEEDING WITH THE VACATING REQUEST.

X Required X Not Required Per Chris Balter. TBDetermined

Land Development Division _____ Date _____

I, THE UNDERSIGNED UNDERSTAND THAT THIS APPLICATION AND ALL DATA ATTACHED MUST BE COMPLETE AND ACCURATE BEFORE CONSIDERATION BY THE CITY COUNCIL.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING REQUEST TO VACATE EASEMENT/DRAINAGE RIGHTS-OF-WAY APPLICATION AND THAT THE FACTS STATED IN IT ARE TRUE.

Signature of Applicant Barbara S Lubsen **Date** 2/21/2017

Printed Name of Applicant BARBARA S LUBSEN

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

ORDINANCE NO. 2017-37

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, VACATING AND ABANDONING A PORTION OF THE SIDE TEN (10) FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT, LOCATED WITHIN LOT 27, BLOCK 4, PALM BAY COLONY SECTION TWO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 24, PAGE 38, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND LEGALLY DESCRIBED HEREIN; PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

SECTION 1. The City Council of the City of Palm Bay hereby vacates and abandons a portion of the side public utility and drainage easement located within Lot 27, Block 4, Palm Bay Colony Section Two, according to the plat thereof as recorded in Plat Book 24, Page 38, of the Public Records of Brevard County, Florida, Section 14, Township 28S, Range 37E, being more particularly described as follows:

> The south 3.00 feet of the east 90.00 feet of the Public Utility and Drainage Easement across the north 10.00 feet of Lot 27, Block 4, Palm Bay Colony, Section 2, as recorded in Plat Book 24, Page 38, of the Public Records of Brevard County, Florida; more particularly described as follows:
>
> Commence at the northeast corner of said Lot 27; thence S 00°16’28” E along the east line of said Lot 27, a distance of 7.00 feet to the Point of Beginning; thence continue S 00°16’28” E along said east line, a distance of 3.00 feet; thence S 89°43’32” W, a distance of 90.00 feet; thence N 00°16’28” W, a distance of 3.00 feet; thence N 89°43’32” E, a distance of 90.00 feet to the Point of Beginning; containing 270 square feet, more or less.

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

Read in title only at Meeting No. 2017- , held on , 2017, and read in title only and duly enacted at Meeting No. 2017- , held on , 2017.

_____
William Capote, MAYOR

ATTEST:

_____
Terese M. Jones, CITY CLERK

Reviewed by CAO: _____

Applicant: Barbara Lubsen
Case No.: VE-4-2017

cc: (date) Applicant
Case File
Brevard County Recording

The City of Palm Bay Florida

LEGISLATIVE MEMORANDUM

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

FROM: **Gregg Lynk, City Manager**

DATE: **May 4, 2017**

RE: **Variance Request – Frank Gabriel**

Mr. Frank Gabriel has submitted an application for a variance to allow an existing screened patio to encroach 3.3 feet into the 25-foot side corner setback, a request to allow an existing fence to encroach 15 feet into the 15-foot side corner yard setback, and a request to allow a proposed shed to encroach 23 feet into the 25-foot side corner setback as provided in Sections 185.118(A)(4) and 170.114(A) of the Palm Bay Code of Ordinances.

The property is located at 959 Pace Drive NW (Lot 12, Block 2159, Port Malabar Unit 42) and contains 0.27 acres, more or less.

REQUESTING DEPARTMENT:
Growth Management

STAFF FINDINGS:
The City Council must determine, based on the facts presented, to what degree, if any, of minimal relief is required to meet the needs of the variance being requested, as required under Section 169.009 of the City of Palm Bay Code of Ordinances.

Planning and Zoning Board Recommendation:
Approval of the request by a vote of 6 to 1, subject to the condition that a permit for the shed be obtained.

Attachment: 1) Case No. V-14-2017

SB/cp/ab/cb

The City of Palm Bay Florida

DATE: APRIL 5, 2017
CASE #: V-14-2017

CITY OF PALM BAY

LAND DEVELOPMENT DIVISION STAFF REPORT

VARIANCE APPLICATION

PROPOSAL: A request to allow an existing screened patio to encroach 3.3' into the 25' side corner setback, a request to allow an existing fence to encroach 15' into the 15' side corner yard setback, and a request to allow a proposed shed to encroach 23' into the 25' side corner setback as provided in Sections 185.118(A)(4) and 170.114(A) of the Palm Bay Code of Ordinances.

LOCATION: 959 Pace Drive NW (Lot 12, Block 2159, Port Malabar Unit 42)

APPLICANT: Frank Gabriel

SITE DATA

PRESENT ZONING: RS-2, Single Family Residential District

ACREAGE: 0.27 Acres +/-

DENSITY: Not Applicable

ADJACENT ZONING & LAND USE:
N -- RS-2, Single Family Residential District; Single Family Homes
E -- RS-2, Single Family Residential District; Single Family Homes
S -- RS-2, Single Family Residential District; Single Family Homes
W -- RS-2, Single Family Residential District; Single Family Homes

WATER & SEWER: City Water and Septic Available

FLOOD ZONE: Flood Zone 'X' – an area outside the 500-year flood event.

COMPLIANCE WITH THE COMPREHENSIVE PLAN: Not specifically addressed

BACKGROUND:

1. The site is located at 959 Pace Drive NW (In the vicinity of the SW corner of Brookson Avenue NW and Pace Drive NW, as described in PB 21, Page 105).

2. The property is zoned RS-2, Single Family Residential District. The property is surrounded by single family homes to the North, South, East, and West.

3. The applicant is requesting to allow an existing screened patio to encroach 3.3' into the 25' side corner setback, an existing fence to encroach 15' into the 15' side corner yard setback, and a proposed shed to encroach 23' into the 25' side corner setback, as provided in Section 185.118(A)(4) and 170.114(A), of the Palm Bay Code of Ordinances.

4. The existing pool and the proposed screened enclosure encroachment of .8' have been approved by an Administrative Variance under Section 169.009(G). However, the applicant must submit for and receive a vacation of easement for the encroachment of the 10 foot P.U.D.E. that exists along the rear of the lot.

ANALYSIS:

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

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

The applicant is requesting relief from the side corner setback for an existing screened patio, a proposed shed, and existing fence on the East area of the property. The existing home has a large underground septic system on the east side of the property which makes placing any structures on the property difficult. These may be special circumstances or a peculiarity regarding the land that the Board and City Council may wish to consider.

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

Some of the special conditions and circumstances identified in item 1 do not appear to be a direct result of the actions of the applicant. The fence, and screened patio were constructed by previous owners. However, the proposed shed would appear to be self-imposed.

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

Literal interpretation and enforcement of the Land Development Code would require the applicant to build within the setbacks allowed for the structures. Regarding the existing screened patio 3.3' would need to be removed to comply with the side corner setback. Regarding the proposed shed, a shed of 6' by 33' could be built in the West area of the property and meet setback requirements. Regarding the existing fence, the fence would need to be moved 15' in from the side corner to meet the setback requirements, or a fence of 4' in height could replace it at its current location.

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

It appears as requested, that the applicant would require 3.3' and 23' of relief from the 25' side corner setback, and 15' of relief from the 15' side corner fence setback.

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

Granting of the variance would confer the applicant a special privilege for the setback relief, of the proposed structures.

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

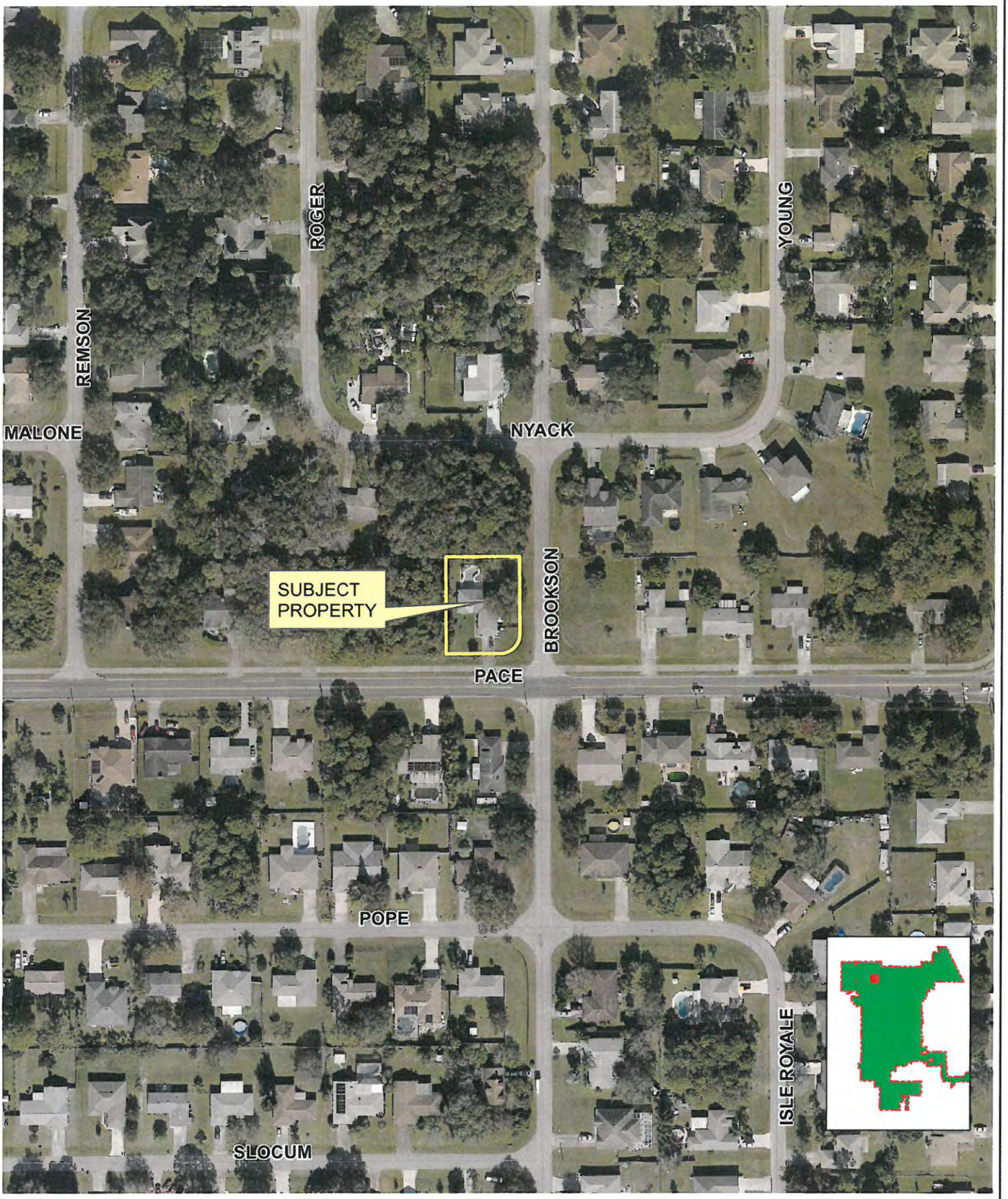
City Council must ultimately decide if the application meets the general intent and purpose of the code.

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

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

STAFF CONCLUSION:

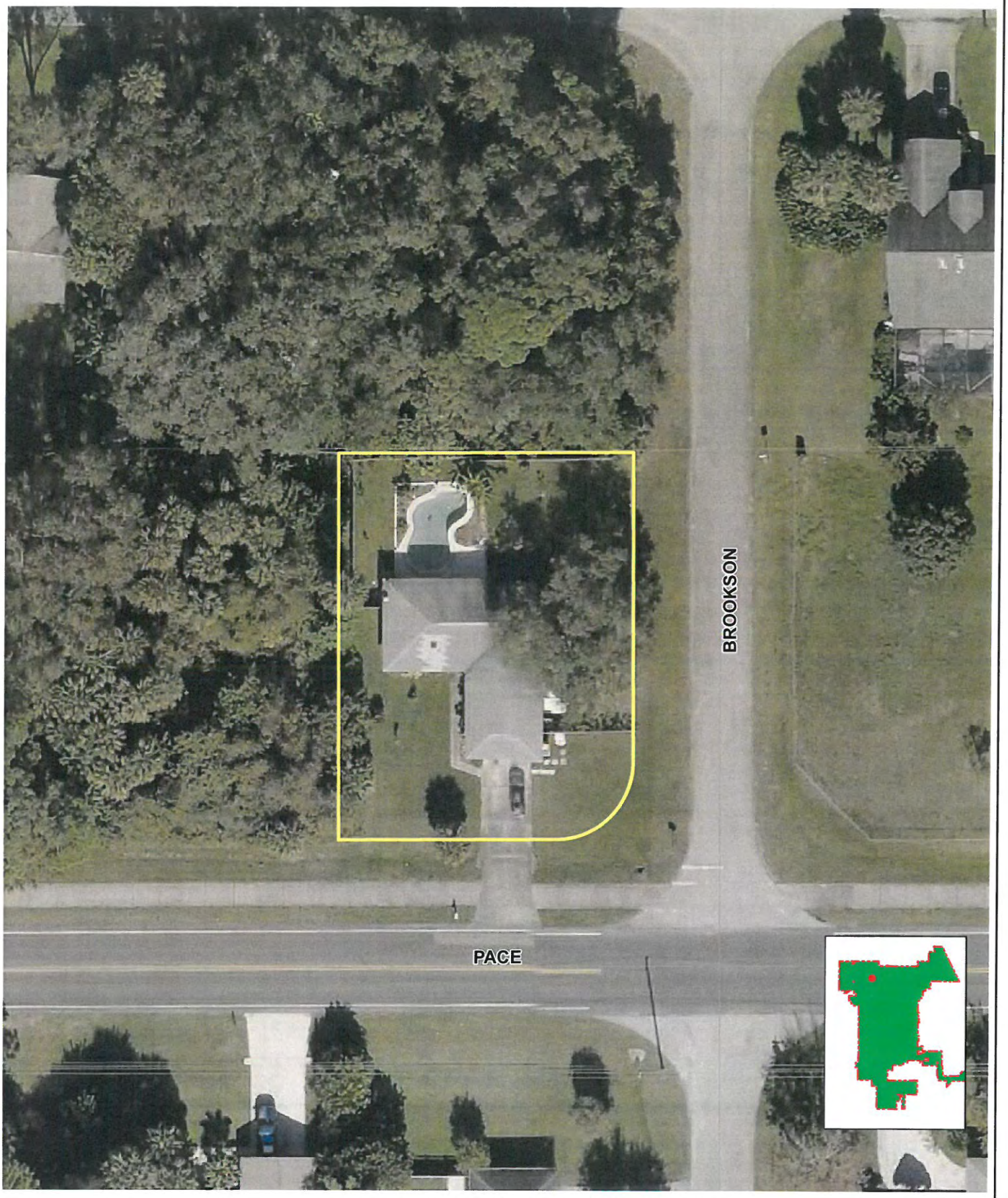
The Planning and Zoning Board must determine, based on the facts presented, to what degree, if any, of minimal relief, is required to meet the needs of the variance being requested, as required under Section 169.009 of the City of Palm Bay Code of Ordinances and make recommendations to City Council for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



CASE NO. V-14-2017

N W E S

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



CASE NO. V-14-2017

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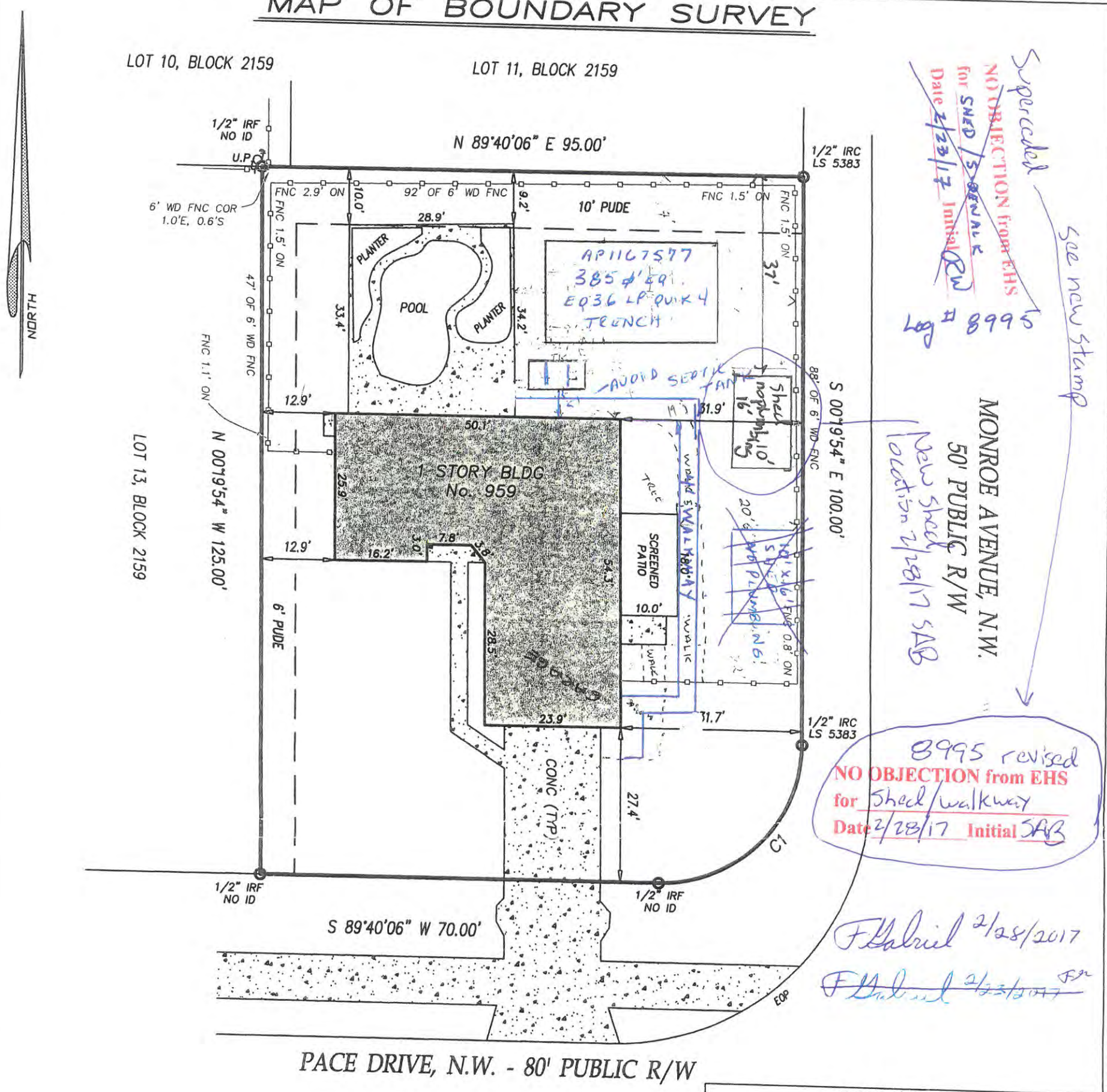
Map for illustrative purposes only. Not to be construed as binding or as a survey.

MAP OF BOUNDARY SURVEY



CURVE TABLE					
CURVE	DELTA	ARC	RADIUS	CHD BRG	CHORD
C1	90°00'00"	39.27'	25.00'	N44°40'06"E	35.36'

LEGEND

BLDG = BUILDING
BLK = BLOCK
BRG = BEARING
CHD = CHORD
CONC = CONCRETE
COR = CORNER
EOP = EDGE OF PAVEMENT
FB = FIELD BOOK
FEMA = FEDERAL EMERGENCY MANAGEMENT AGENCY
FNC = FENCE
FND = FOUND
ID = IDENTIFICATION
IRC = IRON ROD & CAP FOUND
IRF = IRON ROD FOUND
LS = (RLS) or (PLS) REGISTERED OR PROFESSIONAL LAND SURVEYOR
(M) = MEASURED
No. = NUMBER
(P) = PLAT
PB = PLAT BOOK
PC = POINT OF CURVATURE
PT = POINT OF TANGENCY
PUDE = PUBLIC UTILITY & DRAINAGE EASEMENT
REF = REFERENCE
R/W = RIGHT OF WAY
SFHA = SPECIAL FLOOD HAZARD AREAS
TYP = TYPICAL
UP = UTILITY POLE

LEGAL DESCRIPTION:

LOT 12, BLOCK 2159, PORT MALABAR UNIT FORTY TWO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 21, PAGES 105–125, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA

BOUNDARY	DATE: 7/28/14	JOB No. 33581
		PM42/L12B2159

CERTIFIED TO:

HAYWARD C. COOPER & DELANA M. COOPER
PRESTIGE TITLE OF BREVARD, LLC
STEWART TITLE GUARANTY COMPANY
WELLS FARGO HOME MORTGAGE

CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SURVEY WAS DONE UNDER MY DIRECTION AND MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J–17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

DATE: 7/29/14

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

DRAWN BY: JAS | SCALE 1 INCH = 20 FEET

NOTES:

1. BEARINGS BASED ON THE N R/W BEING S89°40'06"W AS PER PLAT (SEE SKETCH)
2. ELEVATIONS BASED ON _____.
3. FLOOD ZONE "X", MAP No. 12009C0590G COMMUNITY No. 120404, MARCH 17, 2014. FLOOD ZONE INFORMATION DEPICTED HEREON IS APPROXIMATE. FEMA RETAINS SOLE AUTHORITY REGARDING BOUNDARY AND EXTENT OF SFHA.
4. HORIZONTAL CLOSURE MEETS OR EXCEEDS THE ACCURACY REQUIREMENTS FOR SUBURBAN LAND AS PER FLORIDA STATUTE 5J–17–6.003
5. BEARINGS, DISTANCES OR ANGLES SHOWN ARE THE SAME AS PLAT, DEED OR RECORD UNLESS SHOWN OTHERWISE.
6. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY.
7. THE SURVEYOR HAS NOT LOCATED NOR ATTEMPTED TO LOCATE ANY UNDERGROUND UTILITIES, FOUNDATIONS, OR STRUCTURES OTHER THAN THOSE THAT MAY BE SHOWN HEREON.
8. ONLY BOUNDARY CORNER MONUMENTS AS SHOWN HEREON ARE TO BE USED FOR THE LOCATION AND CONSTRUCTION OF IMPROVEMENTS.
9. UNLESS OTHERWISE INDICATED THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A TITLE SEARCH OR ATTORNEY'S TITLE OPINION.

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

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

VARIANCE APPLICATION

This application must be completed, legible, and returned, with all enclosures referred to herein, to the Land Development Division, Palm Bay, Florida, prior to 5:00 p.m. on the first day of the month to be processed for consideration by the Planning and Zoning Board the following month. The application will then be referred to the Planning and Zoning Board for study and recommendation to the City Council. You or your representative are required to attend the meeting(s) and will be notified by mail of the date and time of the meeting(s). The Planning and Zoning Board holds their regular meeting the first Wednesday of every month at 7:00 p.m. in the City Hall Council Chambers, 120 Malabar Road SE, Palm Bay, Florida, unless otherwise stated.

1) NAME OF APPLICANT (Type or print) FRANK GABRIEL

ADDRESS 959 PACE DRIVE NW

CITY PALM BAY STATE FL ZIP 32907

PHONE # 661-877-6822 FAX #

E-MAIL ADDRESS BLK1GLD@AOL.COM

2) COMPLETE LEGAL DESCRIPTION OF PROPERTY COVERED BY APPLICATION:

LOT 12, BLOCK 2159, PORT MALABAR UNIT FORTY TWO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 21, PAGES 105-125, PUBLIC RECORDS OF BREVARD COUNTY, FL.

SECTION 26 (CB) TOWNSHIP 28 (CB) RANGE 36 (CB)

3) STREET ADDRESS OF PROPERTY COVERED BY APPLICATION: 959 PACE DR NW

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

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

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

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

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

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

SEE ENCLOSED DOCUMENT

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

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

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

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

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

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

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

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

See Exhibit

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

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

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

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

_____*$350.00 Application Fee. Make check payable to "City of Palm Bay."

✓ A listing of legal descriptions of all properties within a 500 foot radius of the boundaries of the property covered by this application, together with the names and mailing addresses (including zip codes) of all respective property owners within the above referenced area. (This can be obtained from the Brevard County Planning and Zoning Department at 633-2060, or on the Internet at https://www.bcpao.us/) List shall be legible and the source of that information stated here:

_____

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

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

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

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

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

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

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

Signature of Applicant Frank Gabriel **Date** 2/28/2017

Printed Name of Applicant FRANK GABRIEL

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

Request for Variances for 959 Pace Drive NW, Palm Bay FL 32907

Background: We recently purchased a retirement home in Palm Bay since I retired from 25 years of US Navy service and 20 years of being a contractor for the US Navy. I am now on a fixed income and wasn't aware of all the costs involved in homesteading in FL. We purchased this home as is since it was move in ready and have been attempting to transition from 3000 square feet to less than 1500 living. It has been difficult at best. After 3 trips to the Brevard county office and acquiring the correct surveys for the septic system I was told not only couldn't I put a shed up but the installed fence on the side street is illegal because of the proximity to the side road and I cannot be up a permanent shed anywhere else because of the drain field except for the front of the house. I was also told that the existing pool is 8 inches to close to the back fence and I cannot put up a bird cage type enclosure around the pool. I am requesting some variances to the existing property in order to make the transition to our new home doable.

1. I request a variance to keep the existing 6 foot fence on side of property for privacy as school busses park there and many people walk by and would have access to back yard and pool.
2. I request a variance on the existing pool and foundation which is .8 foot to close to the back fence and to be able to install an enclosure to minimize the insects and leaves which will make it feasible to enjoy the pool and back yard.
3. I request a variance to install a 10 foot by 16 foot permanent shed on the property as annotated on the plot I delivered to the planning commission to store yard equipment, tools and various articles that I do not have room for in the house proper.
4. I also request a variance a variance to the existing screened in patio to encroach 3.3 feet into the side corner setback of 25 feet.

I was informed that because I purchased a corner lot I cannot put up a shed anywhere in the back yard because of the septic system and variance of 25 feet to the property line on both the side-street and front of house.

Respectfully,

Frank Gabriel

Petition to install a permanent shed at 959 Pace Drive, NW Palm Bay FL 32907

Good day neighbors! My wife, Darlene, just retired and purchased our new home at 959 Pace Drive and we want to install a permanent shed 10X16 feet in the back portion of the side yard in proximity to Brookson Avenue NW. We were told that we must put in a variance to the city of Palm Bay to install the shed. We am requesting our neighbors to sign this petition to allow the shed to be installed and keep the 6 foot fence and have the shed installed. The fence was already in place when we purchased the home but Palm Bay is also requesting we submit a variance for the fence because of its proximity to Brookson Avenue. I am trying to acquire concurrence from our neighbors for the fence and shed to support our request with the planning commission of Palm Bay.

I spoke to Mr. Wisdom at 935 Pace Drive and he said there is no problem with me putting up a shed but was hesitant to sign petition because he was being cautious about signing the petition which being a stranger I understand. Mr. Wisdom lives across the street next to a corner lot on Pace and Brookson.

Sincerely

Frank and Darlene Gabriel, March 12, 2017

Frank Gabriel

NAME	ADDRESS	YES or NO	COMMENT	SIGNATURE&DATE
George Thode	798 Brookson Av	Yes		G.T. 3/11/17
Mrs. Gates	974 Pace Dr NW	Yes		3/11/17
Frank Fuchner	918 Pace Dr.	Yes		3/12/17
Choy Chung	928 Pace Dr	Yes		3/13/17

Leigh L Dumas	950 N Nyack St.		Yes	3/14/17

CITY OF PALM BAY, FLORIDA

PLANNING AND ZONING BOARD/
LOCAL PLANNING AGENCY
REGULAR MEETING NO. 2017-04

Held on Wednesday, April 5, 2017, 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. Leeta Jordan led the Pledge of Allegiance to the Flag.

ROLL CALL:

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

CITY STAFF: Present were Mr. Patrick Murphy, Assistant Growth Management Director; Mr. Robert Loring, Planner; Mr. Christopher Balter, 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. 2017-03. Motion by Mr. Pezzillo, seconded by Mr. Stroderd 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.

Mr. William Goldsmith (applicant) informed the board that he owned the Interchange Square Plaza. He explained that the submitted site plan was attached to a lease agreement with Starbucks. Site modifications to preserve the oak tree would be acceptable; however, the proposed ingress/egress was important to reducing onsite traffic flow. He emphasized how the planned improvements would be an integral part of the shopping center's long-term viability.

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

Motion by Ms. Jordan, seconded by Mr. Stroderd to submit Case CU-10-2017 to City Council for approval of a conditional use to modify a binding site plan for additional commercial development within the Interchange Square Plaza subject to staff recommendations. The motion carried with members voting unanimously.

City Council will hear Case CU-10-2017 on April 20, 2017.

NEW BUSINESS:

1. SP-13-2017 – MICHAEL J. MINICK

The applicant for Case SP-13-2017 was not in attendance. The board wanted the applicant present to represent the request.

Motion by Mr. Pezzillo, seconded by Mr. Stroderd to continue Case SP-13-2017 to the May 3, 2017 Planning Zoning Board Meeting at 7:00 p.m. The motion carried with members voting unanimously.

2. ♣V-14-2017 – FRANK GABRIEL

Mr. Balter presented the staff report for Case V-14-2017. The applicant had requested a variance to grant relief from Section 185.118(A)(4) of the Code of Ordinances in order to allow an existing screened patio to encroach 3.3 feet into the 25-foot side corner setback; a proposed shed to encroach 23 feet into the 25-foot side corner setback; and relief from Section 170.114(A) of the Code of Ordinances in order to allow an existing fence to encroach 15 feet into the 15-foot side corner yard setback. The board had to determine, based on the facts presented, the degree of minimal relief to meet the needs of the variance request, as required by Section 169.009 of the City of Palm Bay Code of Ordinances.

Ms. Jordan wanted to know how long the subject fence had existed at the site. Mr. Balter explained that the actual installation date of the fence was unknown since the permits that the two previous property owners had attempted to pull were incomplete.

Mr. Pezzillo commented that the need for the variance seemed self-induced and excessive. He questioned the large size of the proposed shed.

Mr. Frank Gabriel (applicant) explained that his current home was smaller than his previous residence. He purchased his house as-is and had assumed that the pool, fence, and porch on the provided plat were fine. The proposed shed would be used for storage, woodworking, and crafts; and his existing six-foot high fence offered security.

Mr. Weinberg noted that the screen enclosure and fence under consideration were already in place, and that the neighbors had no concerns. The proposed shed would be large, but the yard was already fenced.

The floor was opened for public comments.

Mr. Courtney Reid (lot owner at Cyclone Street NW) inquired whether the shed would affect his lot to the north and rear of the site. Mr. Gabriel reiterated that the shed would be located within the fenced yard and on the west side of the property.

The floor was closed for public comments, and a five-signature petition in favor of the request was in the file.

Motion by Ms. Jordan, seconded by Mr. Warner to submit Case V-14-2017 to City Council for approval of a variance to grant relief from Section 185.118(A)(4) of the Code of Ordinances in order to allow an existing screened patio to encroach 3.3 feet into the 25-foot side corner setback; a proposed shed to encroach 23 feet into the 25-foot side corner setback; and relief from Section 170.114(A) of the Code of Ordinances in order to allow an existing fence to encroach 15 feet into the 15-foot side corner yard setback.

The board discussed conditioning the variance on obtaining appropriate permits.

Ms. Jordan withdrew her motion.

Motion by Ms. Maragh, seconded by Mr. Stroderd to submit Case V-14-2017 to City Council for approval of a variance to grant relief from Section 185.118(A)(4) of the Code of Ordinances in order to allow an existing screened patio to encroach 3.3 feet into the 25-foot side corner setback; a proposed shed to encroach 23 feet into the 25-foot side corner setback; and relief from Section 170.114(A) of the Code of Ordinances in order to allow an existing fence to encroach 15 feet into the 15-foot side corner yard setback, subject to the condition that a permit for the shed was obtained. The motion carried with members voting as follows:

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

3. CP-12-2017 - EVANS CENTER INC. (LYNN BROCKWELL-CAREY)

Mr. Murphy presented the staff report for Case CP-12-2017. The applicant had requested a Comprehensive Plan Future Land Use Map small scale amendment from Single Family Residential Use to Public/Semi-Public Use. Staff recommended Case CP-12-2017 for approval, pursuant to Chapter 163, Florida Statutes.

Mr. Stroderd wanted to know what other uses would be allowed at the subject site if the planned project was to fail. Mr. Murphy indicated how public uses like churches, cell towers, and governmental buildings would be permitted. However, the applicant was proposing to construct a multi-purpose facility that would benefit the immediate community. Financial backing was in place and the project was ready to move forward.

Ms. Lynn Brockwell-Carey (applicant and project manager) stated that Evans Center Inc. was a nonprofit organization that would provide outreach programs focused on health and wellness and job training to the Powell's Subdivision, the Driskell Heights neighborhood within the Bayfront Community Redevelopment District. The proposed land use was consistent with the site's existing IU, Institutional Use zoning designation.

CORRESPONDENCE

The City of Palm Bay Florida
A Perfect Place to Grow

March 24, 2017

NOTICE TO INTERESTED PROPERTY OWNERS*

PLANNING AND ZONING BOARD/LOCAL PLANNING AGENCY
CITY COUNCIL
CITY OF PALM BAY, FLORIDA

Refer to Case No. V-14-2017:

An application for a variance has been filed with the Planning and Zoning Board/Local Planning Agency and the City Council. The applicant requests the property described as follows:

> Lot 12, Block 2159, Port Malabar Unit 42, Section 26, Township 28, Range 36, Brevard County, Florida, containing .27 acres, more or less. (Located at the southwest corner of Brookson Avenue NW and Pace Drive NW, specifically at 959 Pace Drive NW)

be granted a variance request to grant relief from Section 185.118(A)(4) of the Code of Ordinances in order to allow an existing screened patio to encroach 3.3 feet into the 25-foot side corner setback; a proposed shed to encroach 23 feet into the 25-foot side corner setback; and relief from Section 170.114(A) of the Code of Ordinances in order to allow an existing fence to encroach 15 feet into the 15-foot side corner yard setback..

The applicant for the request is Frank Gabriel.

A public hearing will be held by the Planning and Zoning Board/Local Planning Agency on April 5, 2017, at 7:00 p.m., and by the City Council on May 4, 2017, at 7:00 p.m., both in the City Hall Council Chambers, 120 Malabar Road SE, Palm Bay, at which time you may present your views on the matter in person, in writing, or through your representative.

31 March 2017,
Dear Chairperson,
Thanks for the notice.
Hope this variance doesn't encroach on the lot 13.
Ken Reddy

Planning and Zoning Board
City Council
c/o Land Development Division
City of Palm Bay
120 Malabar Road SE
Palm Bay, Florida 32907

*Refers to applicant and property owners within a 500 foot radius.

The City of Palm Bay Florida

LEGISLATIVE MEMORANDUM

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

FROM: **Gregg Lynk, City Manager**

DATE: **May 4, 2017**

RE: **Award of Invitation for Bid #31-0-2017/JM, Bayfront Redevelopment Stormwater Improvements**

This project is located adjacent to Orange Blossom Trail within the City of Palm Bay, Brevard County, and is within the Cape Canaveral Watershed. The Palm Bay Basin 3 is a 302 acre drainage basin watershed. The project is a component of the treatment train for the watershed with existing wet detention and check dam conveyance channel constructed upstream, before discharging directly into the Indian River Lagoon. The project is to reduce the pollutant loading and the amount of silt entering the Indian River Lagoon by increasing the amount of treatment within the basin.

The City is the grant recipient of a Florida Department of Environmental Protection grant from the Florida Legislature in the amount of $500,000. The City received this funding for the purpose of constructing a wet detention pond to help treat stormwater runoff before entering the Indian River Lagoon. The Grant award is for two tasks. Task 1 is in the amount of $7,500 for Design, Permitting, Bidding, and Contractor Selection (administrative costs). Task 1 has already been completed by MBV Engineering, Inc. through the City's continuing consultant engineering contract. Task 2 is for the construction and is for $492,500.00.

Five (5) bids were received. The Procurement Department staff reviewed the bids for responsiveness. The Public Works Department evaluated the bids for responsibility and ability to perform the scope of services specified. The Department reviewed the submittal, qualifications and checked the references of the low bid, MJC Land Development, LLC, and found them to be acceptable.

Staff recommends award of Alternate 1 of IFB #31-0-2017JM, Bayfront Redevelopment Stormwater Improvements, Phase 1 to MJC Land Development, LLC of Royal Palm Beach, Florida. This selection was chosen based on the limitations of grant funding award.

Florida Statute 255.0991 prohibits the use of local government preferences for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds; since the funding source of this project is primarily through a state grant from Florida Department of Environmental Protection; Local Preference was not applied to this project.

REQUESTING DEPARTMENTS:
Public Works Department, Procurement Department, Finance Department

FISCAL IMPACT:
The estimated budget for this project was $500,000.00. Total project award will be $581,083.07. Funds are available in Stormwater Utility Fund account 461-7083-538-6309, project 14PW04 – Palm Bay Bayfront Community SW Improvement - Basin 3.

RECOMMENDATION:
Motion to approve award of Alternate 1 for IFB #31-0-2017/JM, Bayfront Redevelopment Stormwater Project, to MJC Land Development, LLC located in Royal Palm Beach, Florida, in the amount of $581,083.07.

Attachment: 1) Tabulation Sheet

BM/ab

	IFB #31-0-2017/JM Bayfront Redevelopment Stormwater Improvements - Phase I			MJC Land Development LLC 1128 Royal Palm Beach Blvd. 340 Royal Palm Beach, FL 33411 561-688-5004 / 561-688-6403 hperez@mjclanddev.com	DP Development of the Treasure Coast, LLC 467 Forrest Ave. #118 Cocoa, FL 32922 954-972-5086 / 954-972-5087 sales@dpdevelopment.net	Don Luchetti Construction, Inc. 565 Distribution Drive Melbourne, FL 32904 321-951-2947 / 321-951-9114 don@donluchetticonstruction.com
ITEM	ITEM DESCRIPTION	Qty	UOM	Total Price	Total Price	Total Price
1	**Lump Sum BASE BID**	1	LS	$ 603,794.67	$ 669,313.60	$ 747,240.00
	ALTERNATE 1					
ITEM	ITEM DESCRIPTION	Qty	UOM	Total Price	Total Price	Total Price
A1	**Lump Sum Alternate #1**	1	LS	$ 581,083.07	$ 627,155.60	$ 707,140.00
Note: Local Preference does not apply in accordance with F.S. 255.0991						

	IFB #31-0-2017/JM Bayfront Redevelopment Stormwater Improvements - Phase I			Jobear Contracting, Inc. 1950 Danr Drive NE Palm Bay, FL 32905 321-723-3571 / 321-728-5619 rob@jobearinc.com	Gregori Construction, Inc. 3950 South St. Titusville, FL 32780 724-353-1322 / 724-353-2486 agregori@gregori-inc.com
ITEM	ITEM DESCRIPTION	Qty	UOM	Total Price	Total Price
1	**Lump Sum BASE BID**	1	LS	$ 762,285.10	$ 782,930.00
	ALTERNATE 1				
ITEM	ITEM DESCRIPTION	Qty	UOM	Total Price	Total Price
A1	**Lump Sum Alternate #1**	1	LS	$ 719,939.00	$ 744,990.00
Note: Local Preference does not apply in accordance with F.S. 255.0991					

The City of Palm Bay Florida

LEGISLATIVE MEMORANDUM

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

FROM: **Gregg Lynk, City Manager**

DATE: **May 4, 2017**

RE: **IFB #39-0-2017/SB, North Regional Lime Softening WTP Treatment Unit #2 Rehabilitation**

City of Palm Bay Utilities Department solicited bids for the rehabilitation of Treatment Unit #2 at the North Regional Lime Softening Water Treatment Plant (WTP). The awarded contractor will rehabilitate one of the Lime Softening Treatment Units (Treatment Unit #2). The rehabilitation will include the replacement of process equipment, structures, platforms, valves, electrical and control components, associated piping and appurtenances.

Three (3) bids were received in response to the City's solicitation. Procurement staff has reviewed the bids and all three contractors meet the requirements. Utilities staff has reviewed the bids and the low bid is acceptable to the Utilities Department.

Staff recommends L7 Construction, Inc., as the contractor to complete the rehabilitation of Treatment Unit No. 2 at the North Regional Lime Softening WTP.

Local preference was not applied to this project because all submittals exceeded $1 million dollars.

REQUESTING DEPARTMENTS:
Utilities Department, Procurement Department, Finance Department

FISCAL IMPACT:
Total project award will be $1,154,847.00. Funds are available in Utilities renewal and replacement account 424-8022-533-6221, project 16WS01.

RECOMMENDATION:
Motion to approve award of IFB #39-0-2017/SB, North Regional Lime Softening WTP Treatment Unit #2 Rehabilitation to L7 Construction, Inc., located in Sanford, Florida

Attachment: 1) Tabulation Sheet

BM/ab

	IFB #39-0-2017/SB North Regional Lime Softening WTP Treatment Unit #2 Rehabilitation			L7 CONSTRUCTION, INC.	RTD CONSTRUCTION INC	TLC DIVERSIFIED INC
				4380 Saint Johns Parkway Ste 140	PO Box 2439	2719 17th Street East
				Sanford, FL 32771	Zephyrhills FL 33542	Palmetto FL 34221
				321-972-9325 / 407-732-7812	813-783-9119 / 813-783-9333	941-722-0621 / 941-722.1382
				blefever@L7Constructs.com	bids@rtdconstruction.com	tlamberson@tlcdiv.com
ITEM	ITEM DESCRIPTION	Qty	UOM	Total Price	Total Price	Total Price
1	Mobilization and Demobilization	1	LS	$ 57,847.00	$ 86,282.00	$ 140,000.00
2	Demolition	1	LS	$ 30,000.00	$ 78,277.00	$ 42,000.00
3	Power Wash and Clean	1	LS	$ 10,000.00	$ 16,738.00	$ 9,000.00
4	Pipe Penetrations	1	LS	$ 12,000.00	$ 9,501.00	$ 5,000.00
5	Concrete Repair & Rehabilitation	1	LS	$ 100,000.00	$ 28,806.00	$ 36,000.00
6	Paints and Coatings	1	LS	$ 110,000.00	$ 75,668.00	$ 90,000.00
7	Process Piping and Valves	1	LS	$ 60,000.00	$ 52,944.00	$ 48,000.00
8	Solids Contact Clarifier	1	LS	$ 720,000.00	$ 1,171,224.00	$ 1,100,000.00
9	Electrical and Instrumentation	1	LS	$ 55,000.00	$ 65,188.00	$ 90,000.00
	TOTAL BID AMOUNT			$ 1,154,847.00	$ 1,584,628.00	$ 1,560,000.00

The City of Palm Bay Florida

LEGISLATIVE MEMORANDUM

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

FROM: **Gregg Lynk, City Manager**

DATE: **May 4, 2017**

RE: **Award of Invitation for Bid #42-0-2017/SB – Biosolids Transportation & Disposal**

City of Palm Bay Utilities Department solicited bids for the transportation and disposal of dewatered biosolids. Biosolids are produced as part of the treatment process at the North Regional Wastewater Treatment Plant (NRWWTP). The biosolids will be transported by the Contractor to a Florida Department of Environmental Protection (FDEP) approved disposal site. The disposal site will be provided by the Contractor.

Four (4) bids were received in response to the City's solicitation. The Procurement Department staff reviewed the bids for responsiveness. Utilities Department staff evaluated the bids for responsibility and ability to perform the scope of services. The Department found the low bid to be acceptable.

The City's currently piggybacks the Orange County agreement with H&H Liquid Sludge Disposal which expires on May 31, 2017. The current price is $15.62CY. If the recommended awarded vendor listed below is awarded, under the new agreement, the cost will decrease to $14.00CY.

Staff recommends H&H Liquid Sludge Disposal for award of IFB #42-0-2017/SB – Biosolids Transportation & Disposal. Local Preference was not applied to this project as all contractors are located outside of Brevard County.

REQUESTING DEPARTMENTS:
Utilities Department, Procurement Department, Finance Department

FISCAL IMPACT:
The estimated budget for this service is $100,000. Total award will be $105,000.00 annually for the duration of the contract. Funds are available in the Utilities operating account 421-8034-535-3414.

RECOMMENDATION:
Motion to approve award of IFB #42-0-2017/SB – Biosolids Transportation & Disposal to H&H Liquid Sludge Disposal located in Branford, Florida. Council approval is requested to establish a one (1) year term contract, renewable by the Procurement Department for two (2) additional one-year terms.

Attachment: 1) Tabulation Sheet

BM/ab

ITB #42-0-2017/SB				H&H Liquid Sludge Disposal		Sweetwater Environmental		Synagro South LLC		T Wayne Hill Trucking Inc	
Biosolids Transportation & Disposal				PO Box 390 Branford FL 32008		PO Box 553 Sebring FL 33871		435 Williams Ct, Suite 100 Baltimore MD 21220		595 West Summerlin Street Bartow FL 33830	
				800-653-0386 / 386-935-0941		863-655-2148 / 863-655-2148		813-285-0680 / 443-489-9042		863-519-6677 / 863-519-6686	
				biosolidsolutions@hhlsd.com		trainor@revinu.com		mwolfe@synagro.com		twhtruckinginc@yahoo.com	
ITEM	ITEM DESCRIPTION	QTY	UOM	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Biosolids Transportation & Disposal Services	7,500	CY	$14.00	$105,000.00	$15.28	$114,600.00	$21.50	$161,250.00	$19.93	$149,475.00

The City of Palm Bay Florida

LEGISLATIVE MEMORANDUM

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

FROM: **Gregg Lynk, City Manager**

DATE: **May 4, 2017**

RE: **800 MHz Radio Maintenance, Utilization of Brevard County Contract with Communications International, Inc.**

In March, 2017, the County finalized its negotiations and entered into a new agreement with Communications International, Inc. (CII) for their 800 MHz Equipment Maintenance. The effective date of this service is October 1, 2016. Included in the County's agreement is the ability for local governments to utilize their contract. Their pricing, terms and conditions are effective through September 30, 2017. The County will no longer have a multi-year agreement in place and will renegotiate their contract annually for renewals.

The 800 MHz EDACS (Enhanced Digital Access Communication System) radio communication system supports the Brevard County Emergency Operations Center (EOC) and all of the emergency service agencies throughout the County. Brevard County EOC is the primary contract holder. All agencies are required to utilize their system.

CII is the "Sole Source" supplier for the Harris EDACS radio equipment that operates on their system. Harris has defined territories throughout the State of Florida for their business operations. CII located in Vero Beach is the Harris representative for this region.

The Police Department maintenance agreement covers 5-console stations (located in P/D communication center), 202-portable radios, and 183-mobile radios. The Fire Department maintenance agreement covers 53-portable radios, 37-mobile radios, 6-desktop stations, 5-decoders (4-with dual control adders). Equipment list and pricing schedules are attached.

In addition to the annual maintenance contract fees, radio repairs and equipment purchase occur during the contract year on an "as needed" basis.

REQUESTING DEPARTMENTS:
Police Department, Fire Department, Procurement Department, Finance Department

FISCAL IMPACT:
Funding is available in the Police and Fire Department's operating accounts for Radio Maintenance. The annual maintenance cost is $55,500.00 for the Police Department (001-5011-521-4616); and $12,876.00 the Fire Department (001-6012-522-4616).

Additional repair and equipment purchases are budgeted in each department's equipment and repair accounts and are estimated to be $8,500 for Police & $8,500 for Fire.

RECOMMENDATION:
Motion to approve the utilization of the Brevard County Contract for the purchase of 800 MHz EDACS Annual Radio Maintenance with Communications International, Inc., Vero Beach, FL

Attachments:
1) Palm Bay Renewal Letter
2) Police Department Pricing Schedule
3) Fire Department pricing Schedule
4) Sole Source Letter, Harris Corp./Communications International, Inc.
5) Brevard County Contract

BM/ab

ORIGINAL

COMMUNICATIONS INTERNATIONAL

4450 US Hwy 1
Vero Beach, FL 32967

Phone: 772-569 5355
Fax: 772-567-2292

October 1, 2016

City of Palm Bay
Bobbye Marsala, CPPO, CPPB, C.P.M., FCPM, FCPA
Purchasing & Contracts Division Manager
120 Malabar Road, SE
Palm Bay, FL. 32907

Ref: **Contract No. CI-12-197**

Dear Customer:

Per Section 2.0 in Exhibit A of the Contract referenced above, the parties may mutually agree to revise Exhibit B, the Equipment and Pricing Lists, of the Contract. The City of Palm Bay has requested that certain Equipment be deleted from the current Equipment List. Accordingly, Ci hereby presents the attached "Exhibit B" for the City of Palm Bay's approval.

Ci will provide services to the City of Palm Bay for the communications equipment listed in the attached Exhibit B for the amounts listed below:

City of Palm Bay Police Department: $4,625.00 monthly, or
$55,500.00 annually
City of Palm Bay Fire Department: $1,073.00 monthly, or
$12,876.00 annually

By signing below, each party indicates its approval of the attached Exhibit B, including the pricing listed herein.

COMMUNICATIONS INTERNATIONAL

Signature: _____

Printed Name: Barry Keim

Title: CFO

Date: 11/23/16

THE CITY OF PALM BAY

Signature: _____

Printed Name: Gregg Lynk

Title: City Manager

Date: _____

COMMUNICATIONS INTERNATIONAL

Exhibit B

ORIGINAL

4450 Us Highway 1
Vero Beach, FL 32967
Phone: (772) 569-5355
Fax: (772)567-2292

Customer Details

Palm Bay Police Department
130 Malabar Road SE
Palm Bay, FL 32907

Bill To: Palm Bay Police Department
130 Malabar Road SE
Palm Bay, FL 32907

Document Details

Contract #
Purchase Order #
Covered Period - 10/01/2016-09/30/2017

Covered Equipment Details

SERIAL NUMBER	DESCRIPTION	UNIT PRICE	ANNUAL PRICE
PBPDA	C3NT Maesto Console	$155.00	$1,860.00
PBPDB	C3NT Maesto Console	$155.00	$1,860.00
PBPDC	C3NT Maesto Console	$155.00	$1,860.00
PBPDD	C3NT Maesto Console	$155.00	$1,860.00
PBPDE	C3NT Maesto Console	$155.00	$1,860.00
	Consoles Total: 5	$775.00	$9,300.00
9023985	HT7150S81E-Scan Portable, P7150	$10.00	$120.00
9023986	HT7150S81E-Scan Portable, P7150	$10.00	$120.00
9023988	HT7150S81E-Scan Portable, P7150	$10.00	$120.00
9025762	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9107265	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9107267	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9107273	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9107306	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9155626	HT7170T81X-Jaguar P7170 System Portable	$10.00	$120.00
9157288	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9157577	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9157679	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9257591	MAHTT81NE-P7170 System Portable	$10.00	$120.00
9257604	MAHTT81NE-P7170 System Portable	$10.00	$120.00
9257608	MAHTT81NE-P7170 System Portable	$10.00	$120.00
9257610	MAHTT81NE-P7170 System Portable	$10.00	$120.00

9257697	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267553	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267554	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267555	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267556	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267559	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267560	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267615	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267616	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267617	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267618	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267619	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267620	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267621	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267624	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267627	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267628	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267629	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267630	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267671	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267672	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267674	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267675	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267676	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267677	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267678	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267680	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267681	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267683	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267684	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267685	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267686	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267687	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267688	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267690	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267710	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267721	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267725	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267728	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267730	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00

9267762	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267763	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267765	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267767	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267768	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267769	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267792	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267793	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267794	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267795	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267797	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
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9267799	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267800	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267815	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267817	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267844	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267849	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267861	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267863	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267864	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267866	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267867	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267871	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267872	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267873	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267874	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267875	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267876	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267877	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267878	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267879	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267880	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267886	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267888	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267890	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267891	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267892	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267894	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267895	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00

9267896	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267897	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267900	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267904	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267911	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267912	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267913	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267914	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
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9267919	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267972	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
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9267974	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267975	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
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9267985	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267986	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267987	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267989	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267991	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267994	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267995	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9267996	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
A40121005361	MAEVS7HXX- P7350 Scan Portable	$10.00	$120.00
A401210053BB	MAEVS7HXX- P7350 Scan Portable	$10.00	$120.00
A401210053BC	MAEVS7HXX- P7350 Scan Portable	$10.00	$120.00
A401210053BD	MAEVS7HXX- P7350 Scan Portable	$10.00	$120.00
A401210077C5	MAEVS7HXX- P7350 Scan Portable	$10.00	$120.00
A401210077F7	MAEVS7HXX- P7350 Scan Portable	$10.00	$120.00
A401210077F8	MAEVS7HXX- P7350 Scan Portable	$10.00	$120.00
A401210077F9	MAEVS7HXX- P7350 Scan Portable	$10.00	$120.00
A401210077FA	MAEVS7HXX- P7350 Scan Portable	$10.00	$120.00
A401210077FB	MAEVS7HXX- P7350 Scan Portable	$10.00	$120.00
A401210077FC	MAEVS7HXX- P7350 Scan Portable	$10.00	$120.00

A401210077FD	MAEVS7HXX- P7350 Scan Portable	$10.00	$120.00
A401210077FE	MAEVS7HXX- P7350 Scan Portable	$10.00	$120.00
A401210077FF	MAEVS7HXX- P7350 Scan Portable	$10.00	$120.00
A40121007864	MAEVS7HXX- P7350 Scan Portable	$10.00	$120.00
A40121007865	MAEVS7HXX- P7350 Scan Portable	$10.00	$120.00
A40121007866	MAEVS7HXX- P7350 Scan Portable	$10.00	$120.00
A40121007867	MAEVS7HXX- P7350 Scan Portable	$10.00	$120.00
A40121007868	MAEVS7HXX- P7350 Scan Portable	$10.00	$120.00
A40121007869	MAEVS7HXX- P7350 Scan Portable	$10.00	$120.00
A4012100786A	MAEVS7HXX- P7350 Scan Portable	$10.00	$120.00
A4012100786B	MAEVS7HXX- P7350 Scan Portable	$10.00	$120.00
A4012100786C	MAEVS7HXX- P7350 Scan Portable	$10.00	$120.00
A4012100786D	MAEVS7HXX- P7350 Scan Portable	$10.00	$120.00
A401210078BD	MAEVS7HXX- P7350 Scan Portable	$10.00	$120.00
A40121007918	MAEVS7HXX- P7350 Scan Portable	$10.00	$120.00
A40121007919	MAEVS7HXX- P7350 Scan Portable	$10.00	$120.00
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A4012100791B	MAEVS7HXX- P7350 Scan Portable	$10.00	$120.00
A4012100791C	MAEVS7HXX- P7350 Scan Portable	$10.00	$120.00
A4012100791D	MAEVS7HXX- P7350 Scan Portable	$10.00	$120.00
A4012100791E	MAEVS7HXX- P7350 Scan Portable	$10.00	$120.00
A4012100791F	MAEVS7HXX- P7350 Scan Portable	$10.00	$120.00
A40121007920	MAEVS7HXX- P7350 Scan Portable	$10.00	$120.00
A40121007921	MAEVS7HXX- P7350 Scan Portable	$10.00	$120.00
A40121007922	MAEVS7HXX- P7350 Scan Portable	$10.00	$120.00
A40121007923	MAEVS7HXX- P7350 Scan Portable	$10.00	$120.00
A40121007924	MAEVS7HXX- P7350 Scan Portable	$10.00	$120.00
A40121007925	MAEVS7HXX- P7350 Scan Portable	$10.00	$120.00
A40121007926	MAEVS7HXX- P7350 Scan Portable	$10.00	$120.00
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A40121007929	MAEVS7HXX- P7350 Scan Portable	$10.00	$120.00
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A40121007953	MAEVS7HXX- P7350 Scan Portable	$10.00	$120.00
A40121007954	MAEVS7HXX- P7350 Scan Portable	$10.00	$120.00
A40121007955	MAEVS7HXX- P7350 Scan Portable	$10.00	$120.00
A40121007956	MAEVS7HXX- P7350 Scan Portable	$10.00	$120.00
A40121007967	MAEVS7HXX- P7350 Scan Portable	$10.00	$120.00
A40121007968	MAEVS7HXX- P7350 Scan Portable	$10.00	$120.00
A40121007969	MAEVS7HXX- P7350 Scan Portable	$10.00	$120.00

A4012100796A	MAEVS7HXX- P7350 Scan Portable	$10.00	$120.00
A4012100796B	MAEVS7HXX- P7350 Scan Portable	$10.00	$120.00
A4012100796C	MAEVS7HXX- P7350 Scan Portable	$10.00	$120.00
A4012100796D	MAEVS7HXX- P7350 Scan Portable	$10.00	$120.00
A4012100796E	MAEVS7HXX- P7350 Scan Portable	$10.00	$120.00
A4012100796F	MAEVS7HXX- P7350 Scan Portable	$10.00	$120.00
A40121007984	MAEVS7HXX- P7350 Scan Portable	$10.00	$120.00
A40121007985	MAEVS7HXX- P7350 Scan Portable	$10.00	$120.00
A40121007986	MAEVS7HXX- P7350 Scan Portable	$10.00	$120.00
A40121007987	MAEVS7HXX- P7350 Scan Portable	$10.00	$120.00
A40121007988	MAEVS7HXX- P7350 Scan Portable	$10.00	$120.00
A40121007989	MAEVS7HXX- P7350 Scan Portable	$10.00	$120.00
A4012100798B	MAEVS7HXX- P7350 Scan Portable	$10.00	$120.00
A4012100798C	MAEVS7HXX- P7350 Scan Portable	$10.00	$120.00
A4012100798D	MAEVS7HXX- P7350 Scan Portable	$10.00	$120.00
A401210079B1	MAEVS7HXX- P7350 Scan Portable	$10.00	$120.00
A401210079B2	MAEVS7HXX- P7350 Scan Portable	$10.00	$120.00
A401210079B4	MAEVS7HXX- P7350 Scan Portable	$10.00	$120.00
A40121007A58	MAEVS7HXX- P7350 Scan Portable	$10.00	$120.00
A40121007B06	MAEVS7HXX- P7350 Scan Portable	$10.00	$120.00
A40121007B0A	MAEVS7HXX- P7350 Scan Portable	$10.00	$120.00
A40121007B0D	MAEVS7HXX- P7350 Scan Portable	$10.00	$120.00
A40121007B0F	MAEVS7HXX- P7350 Scan Portable	$10.00	$120.00
A40121007B11	MAEVS7HXX- P7350 Scan Portable	$10.00	$120.00
A40121007B12	MAEVS7HXX- P7350 Scan Portable	$10.00	$120.00
A40121007B13	MAEVS7HXX- P7350 Scan Portable	$10.00	$120.00
	Portables Total: 202	$2,020.00	$24,240.00

8001582	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
8001639	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
8003542	MAHGS8MXE-Mobile, M7100	$10.00	$120.00
8003728	MAHGS8MXE-Mobile, M7100	$10.00	$120.00
8003729	MAHGS8MXE-Mobile, M7100	$10.00	$120.00
8003730	MAHGS8MXE-Mobile, M7100	$10.00	$120.00
8003731	MAHGS8MXE-Mobile, M7100	$10.00	$120.00
8003793	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
8003794	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
8003872	MAHGS8MXE-Mobile, M7100	$10.00	$120.00
8003873	MAHGS8MXE-Mobile, M7100	$10.00	$120.00
8003874	MAHGS8MXE-Mobile, M7100	$10.00	$120.00

8003875	MAHGS8MXE-Mobile, M7100	$10.00	$120.00
8003876	MAHGS8MXE-Mobile, M7100	$10.00	$120.00
9037418	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9037741	MAHGS8MXE-Mobile, M7100	$10.00	$120.00
9037742	MAHGS8MXE-Mobile, M7100	$10.00	$120.00
9037744	MAHGS8MXE-Mobile, M7100	$10.00	$120.00
9037743	MAHGS8MXE-Mobile, M7100	$10.00	$120.00
9037745	MAHGS8MXE-Mobile, M7100	$10.00	$120.00
9037746	MAHGS8MXE-Mobile, M7100	$10.00	$120.00
9037747	MAHGS8MXE-Mobile, M7100	$10.00	$120.00
9037748	MAHGS8MXE-Mobile, M7100	$10.00	$120.00
9037749	MAHGS8MXE-Mobile, M7100	$10.00	$120.00
9037750	MAHGS8MXE-Mobile, M7100	$10.00	$120.00
9037751	MAHGS8MXE-Mobile, M7100	$10.00	$120.00
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9037757	MAHGS8MXE-Mobile, M7100	$10.00	$120.00
9037758	MAHGS8MXE-Mobile, M7100	$10.00	$120.00
9037759	MAHGS8MXE-Mobile, M7100	$10.00	$120.00
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9037770	MAHGS8MXE-Mobile, M7100	$10.00	$120.00
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9037776	MAHGS8MXE-Mobile, M7100	$10.00	$120.00
9037777	MAHGS8MXE-Mobile, M7100	$10.00	$120.00
9037778	MAHGS8MXE-Mobile, M7100	$10.00	$120.00
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9037783	MAHGS8MXE-Mobile, M7100	$10.00	$120.00
9037784	MAHGS8MXE-Mobile, M7100	$10.00	$120.00
9037785	MAHGS8MXE-Mobile, M7100	$10.00	$120.00
9037786	MAHGS8MXE-Mobile, M7100	$10.00	$120.00

9037787	MAHGS8MXE-Mobile, M7100	$10.00	$120.00
9037789	MAHGS8MXE-Mobile, M7100	$10.00	$120.00
9037790	MAHGS8MXE-Mobile, M7100	$10.00	$120.00
9037791	MAHGS8MXE-Mobile, M7100	$10.00	$120.00
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9037794	MAHGS8MXE-Mobile, M7100	$10.00	$120.00
9037796	MAHGS8MXE-Mobile, M7100	$10.00	$120.00
9037797	MAHGS8MXE-Mobile, M7100	$10.00	$120.00
9037798	MAHGS8MXE-Mobile, M7100	$10.00	$120.00
9037800	MAHGS8MXE-Mobile, M7100	$10.00	$120.00
9037801	MAHGS8MXE-Mobile, M7100	$10.00	$120.00
9037802	MAHGS8MXE-Mobile, M7100	$10.00	$120.00
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9037809	MAHGS8MXE-Mobile, M7100	$10.00	$120.00
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9037881	MAHGS8MXE-Mobile, M7100	$10.00	$120.00
9037882	MAHGS8MXE-Mobile, M7100	$10.00	$120.00

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9037885	MAHGS8MXE-Mobile, M7100	$10.00	$120.00
9037891	MAHGS8MXE-Mobile, M7100	$10.00	$120.00
9037892	MAHGS8MXE-Mobile, M7100	$10.00	$120.00
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9039142	MAHGS8MXE-Mobile, M7100	$10.00	$120.00
9039143	MAHGS8MXE-Mobile, M7100	$10.00	$120.00
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9040368	MAHGS8MXE-Mobile, M7100	$10.00	$120.00
9040370	MAHGS8MXE-Mobile, M7100	$10.00	$120.00
9066950	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9075200	MAHGS8MXE-Mobile, M7100	$10.00	$120.00
9075201	MAHGS8MXE-Mobile, M7100	$10.00	$120.00
9075202	MAHGS8MXE-Mobile, M7100	$10.00	$120.00
9075228	MAHGS8MXE-Mobile, M7100	$10.00	$120.00
9075230	MAHGS8MXE-Mobile, M7100	$10.00	$120.00
9075231	MAHGS8MXE-Mobile, M7100	$10.00	$120.00
9075232	MAHGS8MXE-Mobile, M7100	$10.00	$120.00
9075199	MAHGS8MXE-Mobile, M7100	$10.00	$120.00
9136255	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9136755	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9136912	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
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9136989	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
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9200018	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9200021	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9200093	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9200185	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9200880	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9204482	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9205344	MAHGN8MXX-M7100 Mobile	$10.00	$120.00

9205504	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
A4011E069148	MAMWSDMXX-Mobile M7300	$10.00	$120.00
A4011E069149	MAMWSDMXX-Mobile M7300	$10.00	$120.00
A4011E069150	MAMWSDMXX-Mobile M7300	$10.00	$120.00
A4011E069154	MAMWSDMXX-Mobile M7300	$10.00	$120.00
A4011E069157	MAMWSDMXX-Mobile M7300	$10.00	$120.00
A4011E069198	MAMWSDMXX-Mobile M7300	$10.00	$120.00
A4011E069199	MAMWSDMXX-Mobile M7300	$10.00	$120.00
A4011E069200	MAMWSDMXX-Mobile M7300	$10.00	$120.00
A4011E069201	MAMWSDMXX-Mobile M7300	$10.00	$120.00
A4011E069202	MAMWSDMXX-Mobile M7300	$10.00	$120.00
	Mobiles Total: 183	$1,830.00	$21,960.00
		Monthly	**Annual**
	GRAND TOTALS:	**$4,625.00**	**$55,500.00**

This is verifying equipment only and is not authorizing payment.

Equipment List Approval:

Signature: Robin Renkens

Printed Name: Robin Renkens

Date Approved: 9/20/16

COMMUNICATIONS INTERNATIONAL

Exhibit B

ORIGINAL

4450 Us Highway 1
Vero Beach, FL 32967
Phone: (772) 569-5355
Fax: (772)567-2292

Customer Details

Palm Bay Fire Department
899 Caryle Ave SE
Palm Bay, FL 32905

Bill To: Palm Bay Fire Department
899 Caryle Ave SE
Palm Bay, FL 32905

Document Details

Contract #
Purchase Order #
Covered Period - 10/01/2016-09/30/2017

Covered Equipment Details

SERIAL NUMBER	DESCRIPTION	UNIT PRICE	ANNUAL PRICE
9042880	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9043915	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9044709	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9073052	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9130299	MAHGS8MXX-M7100 IP Mobile Radio	$10.00	$120.00
9130300	MAHGS8MXX-M7100 IP Mobile Radio	$10.00	$120.00
9130948	MAHGS8MXX-M7100 IP Mobile Radio	$10.00	$120.00
9130961	MAHGS8MXX-M7100 IP Mobile Radio	$10.00	$120.00
9132276	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9132294	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9132527	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9132602	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9136737	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9136738	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9136740	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9136816	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
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9136819	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9136820	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9136868	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9136896	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9136897	MAHGN8MXX-M7100 Mobile	$10.00	$120.00

9799748	HB8MPX-ProVoice Jaguar Mobile	$10.00	$120.00
9799749	HB8MPX-ProVoice Jaguar Mobile	$10.00	$120.00
9799750	HB8MPX-ProVoice Jaguar Mobile	$10.00	$120.00
9799752	HB8MPX-ProVoice Jaguar Mobile	$10.00	$120.00
9800117	HB8MTX-EDACS Jaguar 725M Mobile	$10.00	$120.00
9800666	HB8MPX-ProVoice Jaguar Mobile	$10.00	$120.00
9800888	HB8MPX-ProVoice Jaguar Mobile	$10.00	$120.00
9801041	HB8MPX-ProVoice Jaguar Mobile	$10.00	$120.00
9803428	HB8MPX-ProVoice Jaguar Mobile	$10.00	$120.00
A4011E069073	MAMWSDMXX M7300 Mobile	$10.00	$120.00
A4011E069074	MAMWSDMXX M7300 Mobile	$10.00	$120.00
A4011E069075	MAMWSDMXX M7300 Mobile	$10.00	$120.00
A4011E069151	MAMWSDMXX M7300 Mobile	$10.00	$120.00
A4011E069156	MAMWSDMXX M7300 Mobile	$10.00	$120.00
	Mobiles Total: 36	$360.00	$4,320.00

A4011E081337	MAMWSDMXX M7300 Mobile 5/17/17	$5.00	$60.00
	Mobiles Pro-Rate Total: 1	$5.00	$60.00

9130963	Desktop- Station 2	$16.00	$192.00
9072988	Desktop- Station 1	$16.00	$192.00
9043912	Desktop- Station 3	$16.00	$192.00
9131701	Desktop- HQ	$16.00	$192.00
9136739	Desktop- Station 5	$16.00	$192.00
9136898	Desktop- Station 4	$16.00	$192.00
	Desktops Total: 6	$96.00	$1,152.00

9016480	HT7170T81X-P7170 806-870Mhz System Portable	$10.00	$120.00
9018104	HT7150S81X-P7150 806-870Mhz Scan Portable	$10.00	$120.00
9018105	HT7150S81X-P7150 806-870Mhz Scan Portable	$10.00	$120.00
9018106	HT7150S81X-P7150 806-870Mhz Scan Portable	$10.00	$120.00
9019084	HT7150S81X-P7150 806-870Mhz Scan Portable	$10.00	$120.00
9019085	HT7150S81X-P7150 806-870Mhz Scan Portable	$10.00	$120.00
9019087	HT7150S81X-P7150 806-870Mhz Scan Portable	$10.00	$120.00
9019088	HT7150S81X-P7150 806-870Mhz Scan Portable	$10.00	$120.00
9019089	HT7150S81X-P7150 806-870Mhz Scan Portable	$10.00	$120.00
9019091	HT7150S81X-P7150 806-870Mhz Scan Portable	$10.00	$120.00
9159047	HT7150S81X-P7150 806-870Mhz Scan Portable	$10.00	$120.00
A40204002A1A	Portable Scan XG-75	$10.00	$120.00
A40204002A1B	Portable Scan XG-75	$10.00	$120.00

A40204002A1C	Portable Scan XG-75	$10.00	$120.00
A40204002A1D	Portable Scan XG-75	$10.00	$120.00
A40204002C3A	Portable Scan XG-75	$10.00	$120.00
A40204002C3B	Portable Scan XG-75	$10.00	$120.00
A40204002C3C	Portable Scan XG-75	$10.00	$120.00
A40204002C3D	Portable Scan XG-75	$10.00	$120.00
A40204002C3E	Portable Scan XG-75	$10.00	$120.00
A40204002C53	Portable Scan XG-75	$10.00	$120.00
A40204002C54	Portable Scan XG-75	$10.00	$120.00
A40204002C55	Portable Scan XG-75	$10.00	$120.00
A40204002C56	Portable Scan XG-75	$10.00	$120.00
A40204002C57	Portable Scan XG-75	$10.00	$120.00
A40204002C58	Portable Scan XG-75	$10.00	$120.00
A40204002C59	Portable Scan XG-75	$10.00	$120.00
A40204002C5A	Portable Scan XG-75	$10.00	$120.00
A40204002C5B	Portable Scan XG-75	$10.00	$120.00
A40204002C5C	Portable Scan XG-75	$10.00	$120.00
A40204002C71	Portable Scan XG-75	$10.00	$120.00
A40204002C72	Portable Scan XG-75	$10.00	$120.00
A40204002C73	Portable Scan XG-75	$10.00	$120.00
A40204002C74	Portable Scan XG-75	$10.00	$120.00
A40204002C75	Portable Scan XG-75	$10.00	$120.00
A40204002C76	Portable Scan XG-75	$10.00	$120.00
A40204002C77	Portable Scan XG-75	$10.00	$120.00
A40204002C78	Portable Scan XG-75	$10.00	$120.00
A40204002C79	Portable Scan XG-75	$10.00	$120.00
A40204002C7A	Portable Scan XG-75	$10.00	$120.00
	Portables Total: 40	$400.00	$4,800.00

A40204003A8B	Portable Scan XG-75 Warranty Ends 4/3/16	$5.00	$60.00
A40204003A8C	Portable Scan XG-75 Warranty Ends 4/3/16	$5.00	$60.00
A40204003A8D	Portable Scan XG-75 Warranty Ends 4/3/16	$5.00	$60.00
A40204003A8E	Portable Scan XG-75 Warranty Ends 4/3/16	$5.00	$60.00
A40204003A8F	Portable Scan XG-75 Warranty Ends 4/3/16	$5.00	$60.00
A40204003A90	Portable Scan XG-75 Warranty Ends 4/3/16	$5.00	$60.00
A40204003A91	Portable Scan XG-75 Warranty Ends 4/3/16	$5.00	$60.00
A40204003A92	Portable Scan XG-75 Warranty Ends 4/3/16	$5.00	$60.00
A40204003A93	Portable Scan XG-75 Warranty Ends 4/3/16	$5.00	$60.00
A40204003A94	Portable Scan XG-75 Warranty Ends 4/3/16	$5.00	$60.00
A40204002B83	Portable Scan XG-75 Warranty Ends 4/3/16	$5.00	$60.00

A40204002B86	Portable Scan XG-75 Warranty Ends 4/3/16	$5.00	$60.00
A40204002B93	Portable Scan XG-75 Warranty Ends 4/3/16	$5.00	$60.00
	Portables Rated Total: 13	$65.00	$780.00

PBFDST90	STALII-Decoder (Station Alert Box) STATION 1	$13.00	$156.00
PBFDST91	STALII-Decoder (Station Alert Box) STATION 3	$13.00	$156.00
PBFDST92	STALII-Decoder (Station Alert Box) STATION 2	$13.00	$156.00
PBFDST93	STALII-Decoder (Station Alert Box) STATION 4	$13.00	$156.00
PBFDST94	STALII-Decoder (Station Alert Box) STATION 5	$13.00	$156.00
	STALII Decoders Total: 5	$65.00	$780.00

PAL120ADDER1	Dual Control Adders	$3.00	$36.00
PAL120ADDER2	Dual Control Adders	$3.00	$36.00
PAL120ADDER3	Dual Control Adders	$3.00	$36.00
PAL120ADDER4	Dual Control Adders	$3.00	$36.00
	Dual Control Adders Total: 4	$12.00	$144.00
		Monthly	**Annual**
	GRAND TOTALS:	**$1,003.00**	**$12,036.00**

This is verifying equipment only and is not authorizing payment.

Equipment List Approval:

Signature: RC Nail

Printed Name: Rusty Nail

Date Approved: 10/3/16

HARRIS CORPORATION

RF Communications Division
8323 N.W. 12 Street
Suite 200
Miami, FL USA 33126

www.harris.com

October 24, 2016

Bobbye Marsala
Chief Procurement Officer
City of Palm Bay
120 Malabar Road, SE
Palm Bay, FL 32907

RE: Communications International, Inc

This letter is to certify that Communications International, Inc. is the sole authorized sales and service agent for Harris Corporation PSPC for the City of Palm Bay in Brevard County.

Communications International is both a Regional Center of Excellence (RCE) and Authorized Service Center (ASC) and is in good standing with Harris Corporation.

If you have any further questions or concerns I encourage you to call me at my office.
Sincerely,

Piroscka Ventura
Manager, Indirect Channel
Harris Corporation
Public Safety & Public Service Division
Email: pventu01@harris.com
Phone: (305) 775-0714

COMMUNICATIONS INTERNATIONAL
An Employee Owned Company

PUBLIC SAFETY RADIO SYSTEM CONTRACT

COMMUNICATIONS INTERNATIONAL

AND

BREVARD COUNTY BOCC

Contract

3529

PUBLIC SAFETY RADIO SYSTEM CONTRACT

THIS CONTRACT is made and entered into as of this 14 day of MARCH, 2016 by and between COMMUNICATIONS INTERNATIONAL, INC., a Florida corporation, hereinafter called "Ci" and the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida (hereinafter the "County") and effective OCTOBER 1, 2016

Recitals:

WHEREAS, Ci currently provides certain Products and Services in relation to two-way radio communications within the boundaries of State of Florida; and

WHEREAS, Harris Corporation, the proprietary manufacturer of the Brevard County Public Safety Radio System has designated Ci as the vendor for maintenance services to be used by Brevard County; and

WHEREAS, due to the complexity and scope of the Brevard County Public Safety Radio System Ci is the only maintenance services vendor within the confines of Brevard County and the immediate surrounding counties qualified to provide the maintenance for this radio system; and

WHEREAS, Brevard County desires to contract for the purchase of Products and Services from Ci as described herein; and

WHEREAS, the Parties wish to establish terms, conditions and pricing under which the particular Products and Services will be purchased by the County; and

WHEREAS, the Parties hereby desire to enter into this Contract to set forth, in writing, their respective rights, duties and obligations hereunder.

NOW, THEREFORE, for and in consideration of the mutual promises herein contained and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged and confessed, the Parties hereby agree as follows:

1.0 DEFINITIONS

(A) "Parties" shall mean, collectively, Ci and the County.

(B) "Products" shall mean the equipment, accessories and miscellaneous items Ci offers for sale to Brevard County at negotiated pricing as stated within this Contract.

(C) "Services" shall mean those services to be provided by Ci to the County pursuant to this Contract including, but not limited to, maintenance, technical support, installations, training, labor, and testing.

(D) "Software" means those Product(s) or portions thereof consisting of computer software programs, software utilities, and source code or object code.

(E) "Fixed Equipment" is defined as the site repeater stations and associated equipment, multi-site coordinator, console electronic equipment and radio control stations and as otherwise specified described as Fixed Equipment in a Customer maintenance contract.

(F) "Mobile Equipment" is defined as all vehicular mounted radios, personal portable radios, vehicular repeaters and portable radio chargers and as otherwise specifically described as Fixed Equipment for maintenance in this Contract.

(G) "Demand Services" are defined as service requests that are not included in the fixed fee arrangement in this Contract.

(H) "Working Hours" are defined as 8:00 a.m. to 5:00 p.m. Monday through Friday excluding holidays unless otherwise defined within this Contract.

(I) "Emergency Services" shall mean services performed outside of Working Hours that are available from Ci twenty-four hours daily, seven days per week, including Federal and State holidays.

(J) "Specialized Services" are defined as service requests that are not included in the fixed fee arrangement in this Contract and are part of a Radio System Enhancement if sixty five (65) percent or more of the total value of such enhancement comprises Sole Source Services and/or Products.

2.0 ATTACHMENTS

The ATTACHMENTs listed below are incorporated into and made part of this Contract.

ATTACHMENT A – Maintenance Contract (7 pg)
ATTACHMENT B – Equipment and Pricing Lists *(42 pg)*
ATTACHMENT C – Service Rates (2 pg)
ATTACHMENT D – Pricing Discounts (1 pg)
ATTACHMENT E – Per Unit Equipment Maintenance and Certification Pricing (1 pg)
ATTACHMENT F – System Failure Escalation Procedure (1 pg)
ATTACHMENT G – Specialized Service – Radio System Enhancement (1 pg)
ATTACHMENT H – Initial Assessment Protocol Test -Forms and Protocol (6 pg)
ATTACHMENT I – Final Acceptance Test - Post-BDA/DAS installation Assessment - Forms and Protocol (20 pg)
ATTACHMENT J - Annual Operational Assessment Protocol (1 pg)

3.0 SCOPE OF CONTRACT

Ci agrees to maintain the ability to provide the services and equipment/parts as set forth in Attachment A and Attachment B of this Contract and to provide the services described herein, including Demand Services. The County agrees to purchase Demand Services from Ci, as needed, in accordance with Attachment C of this Contract.

The parties expressly agree that any state, or local government agency may, at the agency's option, utilize this Contract to obtain service, maintenance, and parts for the agency's

equipment used in connection with its two way radio communications under the same terms and conditions as the County. This Contract may also be utilized by any Federal government agency to obtain service, maintenance, and parts, at the agency's option, operating on the Brevard County radio communication system under a valid user agreement with the County with respect to any equipment that is included on the equipment list provided to Ci (see Attachment B)

Brevard infrastructure radio system operation takes precedence over individual agency terminal units within Brevard County. Ci shall be responsible for making available sufficient staffing to timely perform both the obligations under this Contract.

4.0 TERM OF CONTRACT

The length of this Contract shall be for one (1) year term with no (zero) renewal options. The contract term will commence October 1, 2016 and terminate on September 30, 2017.

5.0 PRICES AND TERMS OF PAYMENT

(A) The prices to be charged by Ci for regular fixed-price maintenance Services are set forth in Attachment B of this Contract. The prices to be charged by Ci for the sale of demand services and Professional Services are set forth in Attachment C of this Contract. The prices to be charged by Ci for installations are based on hourly, demand-services rate and are set forth in Attachment C of this Contract. The prices to be charged by Ci for sale of new products and equipment are set forth in Attachment D of this Contract. Per-unit maintenance and certification pricing shall be set forth in Attachment E of this Contract. Per-unit user terminal maintenance pricing shall set forth Attachment E of this Contract.

(B) Payment terms for monthly recurring Maintenance Services, as outlined in Attachment E are in advance in accordance with Florida Statutes 218.70, et seq., the "Florida Prompt Payment Act". The time frames for payment under the Florida Prompt Payment Act shall not begin to run until the service and parts provided are accepted by the County.

(C) Payment terms for monthly recurring Maintenance Services, as outlined in Attachment E are in advance in accordance with Florida Statutes 218.70, et seq., the "Florida Prompt Payment Act". The time frames for payment under the Florida Prompt Payment Act shall not begin to run until the service and parts provided are accepted by the County.

(D) Payment for Emergency Services, Demand Services, Professional Services and purchase of all product and/or equipment will be in accordance with Florida Statutes 218.70, et seq., "Prompt Payment Act". The time frames for payment under the Florida Prompt Payment Act shall not begin to run until the service and parts provided are accepted by the County.

(E) Notwithstanding the foregoing, Ci may invoice the County for products delivered or

services performed as completed. The invoice shall contain the purchase order number and description of services including quantity, if any. County will make timely payment to Ci in compliance with the Florida Prompt Payment Act. During the month of September (the last month of the County's fiscal year), Ci shall submit to the County, all work orders for products delivered or services performed during the month of September as work orders are completed. Each work order shall be submitted by Ci to the designated Radio Systems Coordinator via Email document delivery.

(F) Ci shall submit all outstanding invoices to the County, for work performed during the County fiscal year (October 1 to September 30) no later than October 15th. Invoices received after October 15th for products delivered or services completed prior to September 30th will be considered invalid and not payable by the County.

(G) Ci shall forward all completed invoices to the County within 30 calendar days from the date of acceptance of the service and/or parts, except as provided for in Section (E) above.

(H) The pricing under this Contract may be adjusted each year based on the US Consumer Price Index (CPI) found at the US Bureau of Labor Statistics web site, under the "South Urban" region of the United States map. The number used for adjustment will be the index number for "Feb" under the current year. This percent number is a twelve-month percent change for the "South Urban" over the last twelve months as reflected in February.

6.0 EXTRA CHARGES & TERMS

(A) No extra charges of any kind will be allowed unless specifically agreed to in writing by authorized representatives of both parties.

(B) Unilateral addition of terms by Ci does not supersede terms as listed under a Brevard County Purchase Order or any additional terms therein. Where terms added by Ci are in conflict with the terms contained in a Purchase Order, such terms are null and void.

7.0 MISCELLANEOUS TERMS

(A) In addition to the Services specified in this Contract, the County may order other work to be provided by Ci including specially designed work or services otherwise not in conformity with this Contract, and listed as Specialized Services as shown in Attachment G. Within ten (10) business days of receipt of a Special Requirements Order, Ci will furnish the County with a proposal to fill such Order including price and delivery time. The County may accept or reject any such proposal within ten (10) business days of receipt; any proposal not specifically accepted will be deemed rejected on the eleventh business day after receipt.

(B) Demand Services, including the installation, removal, or reinstallation of equipment, shall be performed by Ci, following reasonable notice to the County, and at the hourly rates listed in Attachment C to this Contract. Service work made necessary because of abuse or neglect (which is not under the control of Ci) will be performed at the hourly

rate for Demand Services, plus parts. Items that are not covered under Maintenance in Attachment E, such as portable batteries, portable antennas, mobile antennas and items abused or misused by the County will be repaired and/or replaced under the Demand Services pricing structure of this Contract.

(C) Purchase orders issued in compliance with this Contract, other than Special Requirements Orders, shall be deemed accepted upon receipt by Ci. Special Requirements Orders shall be deemed accepted by Ci upon receipt of the County's acceptance of Ci's proposal.

(D) Unless otherwise specifically agreed to in writing between Ci and the County, the terms and conditions of this Contract shall take precedence over any accepted purchase order issued after the date of this Contract, in conformance with Article 18 of this Contract.

(E) The County agrees to notify Ci immediately if, at any time, it appears the Services and requirements set forth in this Contract are not being provided by Ci to the County's satisfaction. The notification shall be in writing setting forth the nature of the work and/or the equipment which does not meet the County's requirements.

(F) Ci shall maintain a minimum inventory of replacement equipment and parts available immediately in Brevard County to service backbone infrastructure and User Terminal Equipment covered under this Contract. A copy of this inventory will be made available to the County by Ci upon request. Ci shall ensure that all other parts, etc. not maintained on the minimum inventory list shall be available within a three (3) business day time frame from the time of the service call.

(G) Contract management meetings shall be held between Ci and the County to discuss the performance of Ci under the Contract, to discuss any special considerations that from time to time may arise regarding execution of the Contract, and to discuss issues pertinent to other users or municipal agencies with the Contract. Meetings shall be held quarterly as scheduled by the County; however, Ci agrees to meet monthly if so scheduled by the County.

(H) Before any piece of equipment can be added to this Contract, the County Radio System administration has the right of final determination of acceptance or rejection of that additional equipment based on good radio communications practices and procedures. Ci shall evaluate the equipment prior to its use or installation and bill either the User Agency or the County, depending on who is making the request, for time and materials for any required corrective actions at the demand services rate as specified in Attachment C of this Contract.

8.0 RESPONSE TIME

Response time is defined in Attachment A of this Contract. Ci agrees that a technician will respond to a reported failure within the specified response time after a verifiable notification by the County. Escalation contact procedures included as Attachment F.

9.0 TITLE, RISK OF LOSS AND CLAIMS

The County must make any claims against Ci for shortages in quantities of equipment or parts shipped or deficiencies in services rendered within ninety (90) days from the date of delivery or invoice of such material or services.

10.0 FORCE MAJEURE

Ci will not be considered in default or liable for any delay or failure to perform its obligations under this Contract if such delay or failure arises directly or indirectly out of an act of nature, war, strikes, lockouts, trade disputes, fires, quarantine restrictions, Governmental action or by causes beyond the reasonable control of Ci. In such event, any obligation of Ci under this Contract will be postponed until the cause underlying the force majeure has been eliminated at which time the obligation will again be in effect. Any loss of time by the force majeure will not be held against Ci who was unable to comply with its obligations under this Contract because of the force majeure. Ci shall immediately notify the County in writing if a force majeure event delays performance and shall state the revised date for performance.

Governmental action under this paragraph does not include or refer to any other governmental agency's request for service or repair. Ci shall not use another government agency's need for service as a reason to delay providing any type of service to the County.

11.0 CANCELLATION

(A) This Contract may be terminated by either party at will, with or without cause, upon not less than ninety (90) days' notice in writing by overnight delivery, personal delivery, or registered mail return receipt requested to the other party. Such notice shall be effective upon receipt.

(B) This Contract will automatically expire prior to the expiration of the term set forth in Paragraph (A) of Section 4.0 of this Contract on an annual basis in the event that funds are not appropriated by the County for renewal.

12.0 WARRANTIES

(A) Ci warrants that all Services performed hereunder shall be free from defects in materials and workmanship and shall be the kind and quality necessary to assure performance of the equipment as intended and in accordance with the terms of this Contract.

(B) Ci shall warrant all parts and materials per the manufacturer's warranty. The warranty period begins when the applicable agency under this Contract takes receipt of equipment.

(C) Replacement of any parts, equipment and/or materials which are under warranty shall be performed without cost to the County for the parts, equipment, and/or materials, labor, or any shipping expense should the equipment be returned to a Harris Corporation facility or other OEM vendor's facility for service.

(D) Except as set forth in this Section, Ci makes no warranties, express or implied, relating to the equipment including, without limitation, the warranties of merchantability or fitness for a particular purpose of the equipment. The manufacturer standard warranty will apply in this case.

(E) If equipment is out of service in excess of 30 days for warranty repair, the warranty period may be extended for the number of days the equipment is in the possession of Ci's or Harris.

13.0 FOR WORK ON THE PREMISES

For the Ci work under this Contract which involves operations by Ci on the premises of the County, Ci shall take all necessary precautions to prevent the occurrence of any injury to person or property during the progress of such work and Ci shall maintain such Public Liability Property Damage and Employee's Liability and Compensation Insurance as will protect the County from said risks and from claims of any kind including, but not limited to, claims under any applicable Worker's Compensation and Occupational Disease Acts.

14.0 INDEMNIFICATIONS

(A) Ci hereby agrees that Ci shall indemnify and save harmless Brevard County from any and all liability, claims, damages, expenses, including attorney's fees, proceedings, and causes of action of every kind and nature, including losses incurred or suffered in consequences-either of bodily injury to any person or damage to any property, to the extent directly caused by the negligence or intentional wrongful act or omission of Ci, its agents, employees, or any of its subcontractors, in connection with or pursuant to this Contract. Ci further agrees that it shall, at its own expense, defend any and all claims, suits, or proceeding, which may be brought against Brevard County in connection with Ci. This includes, such acts or omissions of any of its employees, agents or subcontractors, and shall satisfy, pay and discharge any and all judgments that may be entered against Brevard County in any such action or proceeding.

(B) The parties agree that specific consideration has been paid to and received by Ci in return for this indemnification and hold harmless provision.

15.0 INSURANCE

Ci, at its own expense, shall keep in force and at all times maintain during the term of this Agreement:

(A) General Liability Insurance: General Liability Insurance issued by responsible insurance companies and in a form acceptable to the County, with combined single limits of not less than One Million Dollars ($1,000,000) for Bodily Injury and Property Damage per occurrence.

(B) Automobile Liability Insurance: Automobile Liability coverage shall be in the minimum amount of One Million Dollars ($1,000,000) combined single limits for Bodily Injury and Property Damage per accident.

(C) Workers' Compensation Coverage: Full and complete Workers' Compensation

Coverage, as required by State of Florida law, shall be provided.

(D) Insurance Certificates: Ci shall provide the County with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to the County. Said Liability Policies shall provide that the County be an additional insured. The County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

(E) Ci shall not be relieved of any liability assumed under this Contract by reason of its failure to secure and maintain insurance as required by this Section.

16.0 NOTICES

All notices or requests required to be given hereunder and all other communications related to this Contract shall be in writing and shall be deemed to have been duly given if personally delivered, sent by certified or registered mail return receipt requested, or commercial overnight delivery courier service (such as Federal Express) as follows:

If to Ci:

Communications International, Inc.
4450 U.S. Highway 1
Vero Beach, FL 32967
Attn: Customer Service

If to the Brevard County BOCC:

Brevard County Emergency Management
1746 Cedar Street
Rockledge, FL 32955
Attn: Public Safety Radio System Manager

17.0 WAIVER OF TERMS AND CONDITIONS, SURVIVAL

(A) The failure of Ci or the County in any one or more instances to insist upon performance of any of the terms and conditions of this Contract, or to exercise any right or privilege contained in this Contract or a party's waiver of any breach of the terms or conditions of this Contract shall not be construed as thereafter waiving any such terms, conditions, rights or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.

(B) Either Party's obligations under this Contract which by their nature would continue beyond the termination, expiration or cancellation of this Contract shall survive termination, expiration, or cancellation of this Contract including, but not limited to, warranties, indemnity, and limitation of liability.

18.0 PARTIAL INVALIDITY, HEADINGS

(A) If any term or provision of this Contract shall be found to be illegal or unenforceable then, notwithstanding same, this Contract shall remain in full force and effect and such term of provision shall be deemed stricken.

(B) The headings of each section of this Contract are provided for convenience only. If any conflict of interpretation arises between a heading and text, the text will control.

19.0 ORDER OF PRECEDENCE

Any inconsistency between this Contract, Purchase Order Releases, the specifications and other documents will be resolved by giving precedence to those documents in the following order, with the document to be given greatest precedence listed first:

1) Purchase Orders with non-standard terms and conditions accompanied by a mutually approved Statement of Work.

2) This Contract and Attachments.

3) Purchase Orders with standard terms and conditions.

20.0 ENTIRE CONTRACT AND MODIFICATION

This Contract and the Attachments hereto and made a part hereof sets forth the entire Contract of the Parties with respect to the subject matter hereof and supersedes and merges all prior Contracts and understandings. No amendment, modification, or waiver of any provisions of this Contract or consent to any departure there from shall be effective unless in writing signed by duly authorized officers of both parties.

21.0 NOTICE OF CERTAIN LAWS

The laws of the State of Florida impose civil and misdemeanor criminal penalties for violation of purchasing guidelines. In addition, the laws of the State of Florida impose felony penalties for bribes, gratuities, and kickbacks.

22.0 GOVERNING LAWS AND VENUE.

The laws of the State of Florida shall govern the interpretation, administration, and enforcement of this Contract entered into by and between Ci and the County. Any and all legal action brought to enforce or to interpret this Contract shall be brought and maintained in the appropriate state court in Brevard County, Florida.

In any and all legal action brought to enforce the terms of this Contract, each party shall be responsible for paying its own attorney's fees and costs. Furthermore, any legal action shall be non-jury.

23.0 ADJUSTMENTS, MODIFICATIONS, AND AMENDMENTS

(A) Should the County and Ci mutually agree to a change in the scope of the work during the term of this Contract, the parties may negotiate the Contract price up or down as indicated by the change in the scope of the Contract. However, any amendment to the Scope of Work and Pricing of this Contract, as with any other amendment, must be in writing and signed by both parties, prior to such change being effective.

(B) Changes in the provisions of this Contract of Products and Services to be rendered under this Contract may be made only in writing and must be mutually approved by an authorized agent of Ci and of the County.

(C) Ci shall give full attention to the faithful execution of this Contract, shall keep this Contract under its control, and shall not by power of attorney or otherwise assign this Contract to any other party without the prior written approval of the County.

(D) Should laws change requiring additional Services or significant changes in cost, Ci and the County will negotiate an equitable price increase. The reverse will hold true should laws change requiring fewer Services or reductions in cost, in which case Ci and the County will negotiate an equitable price reduction.

(E) During the term of this Contract, Ci shall furnish all the Services specified in this Contract. Ci understands and agrees that this is a requirements Contract and that the County has no responsibility or obligation to Ci to assist in providing the required services.

24.0 DEFAULT

Either party has the right to terminate this Contract as a result of the other party's failure to comply with, or a violation of the terms and conditions of this Contract by following the procedure set out herein. If a party fails to comply with or violates its duties or obligations under this Contract (with the exception of the County's obligation to make payments) the other party shall give the non-compliant party written notice of the failure to comply or the violation. The non-compliant party shall have 3 working days to come into compliance with the Contract. If the non-compliant party fails to come into compliance or resolve the issue, the other party may issue a written notice of termination of the Contract to the non-compliant party, which shall be effective thirty (30) days from the date that the Notice of Termination was received.

With regard to any failure of the County to make payments for undisputed work or delivered products and equipment under this Contract, Ci shall first notify the County in writing that Ci has not received any payment due by the County to Ci. The County shall have 30 days within which to remedy any confirmed delinquency in payment. Ci shall be entitled to all its remedies under the Florida Prompt Payment Act. At the end of this 30 day period, if the County has not paid Ci for any sums the County agrees are due and owed, Ci may then terminate the Contract.

Under any circumstance of early termination, Ci shall reimburse the County for any

payments made to Ci in advance for work not performed by Ci as of the effective date of the termination. Such payments shall be paid to the County within 15 days from the effective date of the early termination.

25.0 RIGHT TO AUDIT RECORDS

In performance of this Contract, Ci shall keep books, records, and accounts of all activities related to this Contract, in compliance with generally accepted accounting procedures. All documents, papers, books, records, and accounts made or received by Ci in conjunction with this Contract and in performance of this Contract shall be open to inspection during regular business hours by an authorized representative of the County and shall be retained by Ci for a period of 5 years after the termination of this Contract, unless such records are exempt from Section 23(a) of Article I of the State Constitution and Section 119.07 Florida Statutes.

26.0 PUBLIC RECORDS – EXEMPTIONS AND HOMELAND SECURITY

If Ci receives any request for any records maintained or created pursuant to this Contract, before Ci (meaning any of its officers, agents, employees or subcontractors) provides records to anyone other than designated representatives of the County, it shall inform the designated representative of the County of the request for records by faxing or emailing the representative a copy of the request or a written description of the request. Ci shall not release any records until it receives the approval from the County's designated representative. All records must be reviewed for compliance with the Florida Public Records Act and the federal Homeland Security Act.

If Ci fails to comply with this paragraph on records, it shall reimburse the County for any attorney's fees and costs it incurs to retrieve such records, for any damages the County sustains as a result of the release of the records, and for the replacement of any systems, equipment, software, etc. necessary to maintain the security of the County's two way radio system

27.0 USE OF FEDERAL E-VERIFY SYSTEM REQUIRED

Ci shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Ci during the term of the Contract, and shall expressly require any subcontractors performing work or providing services pursuant to this Contract to likewise use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

THE COUNTY

Brevard County Board of County Commissioners, A Political subdivision of the State of Florida

By: _____
Curt Smith, Chairman

Date: 3/14/17

As approved by the Board on: 09/20/16

ATTEST/AUTHENTICATED:

_____
Scott Ellis, Clerk

APPROVED AS TO FORM:

_____
OFFICE OF THE COUNTY ATTORNEY:

By: 3/9/17

Ci

By: _____
Signature

Date: 3/7/17

BARRY Keim, CFO
Name & Title, Typed or Printed

Communications International, Inc.
Name of Company, Corp., etc.

4450 US Highway 1
Mailing Address

Vero Beach, FL 32967
City, State, Zip

772-978-4135
Area Code/Telephone Number

SEAL

ATTEST:

_____
Signature

Mike Reed, VP of Operations
Name & Title, Typed or Printed

ATTACHMENT A
Maintenance Contract

1. Scope

During the term of this Contract as set forth in Section 4.0 of the Master Contract, Ci agrees to provide the County with;

(A) Repair, maintenance services and parts to maintain the County radio system as set forth herein.

(B) The products and services as described in Attachment B.

(C) The above services at the service rates set forth in Attachment C.

2. Condition of Service

Ci shall supply all supervision, labor, service facilities, repair parts, test equipment, and supplies necessary to meet the service requirements stated herein.

2.1 Service Facilities

Ci shall have a full service maintenance facility available and staffed with factory trained service technicians. The location and staffing level shall be sufficient to meet the service requirements stated herein.

2.2 Ci Personnel

Ci shall provide a list of Ci employees (and any subcontractors) who will perform the work on the County system and equipment and for any entities which choose to utilize this Contract to have service performed on their respective two way radio system(s). The list shall include as follows: the name of each individual; what equipment each individual will work on; and the degrees, certifications and licenses each individual holds. This list shall be updated any time an individual is added or removed from the list. In any event the list shall be updated monthly to advise the County of any certifications or licenses renewed, added or lost by any given individual.

For each individual Ci intends to authorize to work on the County's equipment under this Contract, Ci shall provide the County with his/her background check, including a criminal history check. Ci shall be responsible for the cost of such background checks.

The County reserves the right to refuse to allow any given Ci employee or subcontractor to perform the work contracted for under this Contract based on the background check. Should the County ever exercise this refusal, Ci shall be responsible for submitting alternate personnel acceptable to the County with the necessary qualifications and prior background check approval to perform the work.

2.3 Fixed Equipment Maintenance

Fixed equipment is defined as the site repeater stations and associated equipment, multi-site coordinator, console electronics equipment and radio control stations.

All work on fixed equipment shall be performed at the location of the equipment. Emergency service shall be provided twenty-four (24) hours per day, seven days per week. Technical personnel must respond within two (2) hours of the request for emergency service. This service is included in the monthly maintenance rate. No fixed equipment shall be out of service in excess of twenty- four (24) hours after notification of equipment failure when the failure results in the inability of mobile units to communicate with each other or with a dispatch center.

Ci will notify the customer, either verbally or in writing if a repair on an item of fixed equipment will exceed ten (10) business days. If a repair on an item of fixed equipment will exceed thirty (30) business days, unless the repair involves factors outside of Ci control, the monthly contract service charge for the particular item while out of service will be forfeited as penalty.

Ci shall not be liable for costs incurred for repair and/or replacement of equipment that becomes inoperative due to documented gross negligence on the part of the user, liquid intrusion, lightning damage, user installations, user removals, and/or acts of God. Any component parts replaced because of abuse on the part of the user shall be returned to the County for examination. Ci shall not be liable for costs incurred for correcting and/or repairing backbone damage and/or data corruption caused by improper operations or failure of associated systems. Associated systems are defined as any equipment used in the operations of the 800MHz Radio System that is not directly maintained by Ci.

2.4 User Terminal Equipment Maintenance

User terminal equipment (UTE) is defined as all vehicular, mounted radios, personal portable radios, vehicular repeaters and portable radio chargers.

UTE shall normally be serviced at a Ci facility during normal working hours. Exceptions will be allowable with the mutual concurrence of the County's contract manager and the Ci Regional Manager responsible for Brevard service center operations. Emergency services shall be available twenty-four (24) hours per day, seven days per week. Emergency service on UTE equipment, if requested will be performed at the labor rate stated for demand emergency service.

The normal estimated time of repair of UTE delivered to Ci's local facility is three (3) to seven (7) business days. Ci will notify the customer, either verbally or in writing if a repair on an item of UTE will exceed ten (10) business days. If a repair on an item of UTE will exceed thirty (30) business days, unless the repair involves factors outside of Ci control, the monthly maintenance fee for the particular item will be forfeited as penalty. In the event of Ci's chronic failure to comply with the repair performance standards set forth above, the

County reserves the right to add a clause to this Contract defining a minimum parts inventory to be maintained at the Rockledge Service Center.

Ci shall not be liable for costs incurred for repair and/or replacement of equipment that becomes inoperative due to documented gross negligence on the part of the user, liquid intrusion, lightning damage, user installations, user removals, and/or acts of God. Any component parts replaced because of abuse on the part of the user shall be returned to the County for examination.

2.5 Working Hours

Working hours are defined as 8:00 a.m. to 5:00 p.m. Monday through Friday excluding holidays observed by the County. Work performed outside of working hours is defined as emergency service; however, if work is begun prior to 5:00 pm during normal working hours but not yet completed, the work will continue and be billed at the regular rate.

2.6 Demand Services

The installation, removal, or reinstallation of equipment shall be performed by Ci, following reasonable notice, and at the hourly, demand-rates listed in Attachment C under the demand services labor rates to this Contract. Service work made necessary because of abuse or neglect not under the control of Ci will be performed at the daytime hourly rate for demand service, plus parts. Special work, not otherwise covered, will be performed at prevailing rates, or may be performed by the County or its agents at the County election and expense.

2.7 Preventive Maintenance

Within ten (10) business days of executing this Contract, Ci will provide the County a maintenance schedule which will outline all maintenance work to be performed setting out the equipment to be serviced, the location of the equipment, and the date projected for the service. The maintenance schedule shall be updated monthly reflecting whether or not the equipment due to be serviced for the preceding month was serviced or not, whether equipment had to be taken out of service and the projected return to service date. Ci will adhere to the following schedule:

(A) User Equipment

Quality Assurance Check:

Ci will test all new Harris equipment prior to delivery in order to ensure it meets factory standards and is properly tuned, aligned, and programmed to work on the Brevard trunked system. This check shall be included as part of the baseline costing under standard Ci delivery for new equipment.

Annual User Equipment test (Preventative Maintenance)*:

Perform verification on mobiles, portables and control stations covered by this Contract to validate factory specification. At a

minimum, the user test will include measurements of output power, correct modulation including data rates and analog or digital voice, checking transmit and receive frequency and receiver sensitivity, Correct any deficiencies found and document all results in a written report that can be provided to the County on request.
* Damage due to gross physical abuse may be treated as Demand Service and will be billed accordingly.

(B) Infrastructure

Daily system test: Remotely access to review alarm conditions in the system. Investigate and note conditions. Print alarm reports when requested. This includes CEC Manager (MOM) system alarms. Review any continued alarm conditions and monitor.

Monthly system test: Verify that the system is fully functional with an end-to-end voice test of all trunked channels and conventional at all site and transmitter locations. Verify microwave BER meets specifications. Collect and analyze microwave error logs as needed for any events causing unavailable seconds. Perform monthly inspection of sites using checklist provided by the County including visual observation of antennas/antenna tower, guy wires and guy points, antenna tower obstruction lighting and remote controller. Check obstruction lighting for proper functioning. Note deficiencies found where applicable for corrective action and provide the County a copy of the completed checklist.

Annual Preventive Maintenance: Perform preventative maintenance checks on all trunked and conventional repeater stations and site equipment to include: power output, modulation levels, high speed data, low speed data, analog deviation, output frequency, and receive sensitivity. Check antenna forward power, antenna reflected power, combiner performance, and multi-coupler performance at all sites, both conventional and trunked. Sweep and save Return Loss plots for all base stations antennas trunked and conventional. Document results using a standard reporting format. Correct any deviations from system specifications. Perform monthly site inspection using checklist provided by the County, providing a copy of the completed checklist and noting deficiencies found to the County where applicable for corrective action.

2.8 Service Records

Copies of billable service records and County work orders will be provided by Ci to the County contract manager every two weeks at a minimum. The parties shall agree upon an electronic format of transmitting the service records, which shall include a scanned copy of the work order (which shall have a legible signature from an authorized representative of the County before it will be accepted to be processed for payment) with each service record and request for payment.

Copies of non-billable service records will be retained by Ci during the lifespan of the Contract and any subsequent extensions, and a copy of the same will be provided to the County upon request.

2.9 Database Reprogramming

Annual UTE radio software updates will be provided by Ci during annual Preventative Maintenance. Logical ID terminal equipment reprogramming changes will be provided upon request at no cost to the customer.

2.10 Additions and Deletions

The quantity of units to be maintained & serviced may be added to or subtracted from the Contract while the Contract is in force. New units purchased in any given budget fiscal year may be added to the Contract in the month following the expiration date of the manufacturer's warranty.

All units added to or removed from service in a particular month, will be added to or dropped from charges to the user the following month. Written authorization (EMAIL acceptable) will be required to add to or delete from Attachment B. All units are to be identified with LID number, serial number, and County property number.

2.11 Batteries

Due to the variation and inconsistency of battery manufacturers, all portable batteries used on portable equipment covered under this Contract must be certified by the radio manufacturer for use on that unit. Any repairs due to such non-certified batteries will be at the demand service rate plus materials. All batteries provided by Ci as new to a Brevard County or affiliated customer shall be engraved with an in-service date, location, and Work Order number.

2.12 Warranty

All Services provided under this Contract shall be free from defects in materials and workmanship and shall be the kind and quality necessary to assure performance of the equipment in accordance with the terms of this Contract. See paragraph 11.0 of the Contract.

2.13 Incorporation from Master Contract

All provisions in the Master Contract Sections 1.0 through 26.0 not inconsistent with the provisions contained in this Attachment A are incorporated herein and made a part hereof by reference.

2.14 Signal Coverage

A. Communications International will report to Brevard County any repeated instances of user feedback, complaints, or documented deficiencies in coverage in any given areas of

Brevard County on the 800 MHz Public Safety Trunked System.

B. 800 MHz system users will be requested to submit an on-line request via the County's radio system website http://www.brevardcounty.us/EmergencyManagement/PublicSafetyRadio/ForTheUsers) in the event that repeated coverage deficiencies are identified.

C. Upon request from the 800 MHz administration office, Ci will perform signal strength testing and advise if there is a documented, repeatable system signal coverage issue in the indicated area(s).

D. Upon request from the 800 MHz administration office via radio communications work order, Ci will attempt to enhance the coverage in any identified dead spot areas within the technical limitations of the system hardware and the limitations in coverage patterns as defined by the Federal Communications Commission and the Region 9 committees.

E. Ci will provide written documentation of their actions in addressing any signal coverage complaints to the County for their files and further action.

2.15 Coordination of radio system operations

A. In the event of a staffing shortfall or other such circumstance as the needs of the County may dictate, Brevard County shall have the option of procuring ongoing professional services from Ci to address the County's needs for management of certain aspects of integrated radio system operations. These services may include but are not limited to the following services, which maybe procured asneeded:

1. VIDA interoperability switch database management and operations to include coordination with requesting user(s) and documentation of changes to the satisfaction of the County;

2. Communications Systems Director database management and operations to include coordination with requesting user(s) and documentation of changes to the satisfaction of the County;

3. FCC radio licensing preparation services, license management, and license monitoring services;

4. Monitoring and management of outside vendor operations to assure quality control and correct delivery of services. This may also include services provided by other County offices to the radio system.

5. System planning and design services for both trunked and conventional radio systems. Interface with system users to insure correct operation of the radio system as well as coordinating responses to user questions.

6. Radio tower and antenna site management and site design services.

7. Other professional services as requested by the Emergency Management Director within the Board-authorized scope of services under this Contract.

B. Rate(s) for these services shall be offered to the County by Ci on a monthly basis and shall be presented on a comprehensive flat-rate basis, not split by type of service.

C. Ci will advise the County if, in its best judgment, services requested are not within Ci's ability to perform the same. Inability of Ci to perform and deliver service as requested under this section will not prejudice the continuity of the Contract as a whole.

2.16 In-building public safety radio system signal assessments

At the request of the Brevard County Public Safety Radio System Administrator, Communications International will provide in-building public safety radio system signal strength assessments on a demand service basis as noted in Attachment C.

A. Initial Assessment – This assessment is a pre BDA/DAS install assessment of radio signal levels and Distributed Audio Quality (DAQ) for new or existing structures as requested by the Brevard County Public Safety Radio System Administrator. Protocol associated with this assessment is outlined in Attachment H.
B. Post-BDA/DAS installation assessment – This assessment is a post- BDA/DAS install assessment of radio signal levels and Distributed Audio Quality (DAQ) for new or existing structures as requested by the Brevard County Public Safety Radio System Manager. Protocol associated with this assessment is outlined in Attachment I.
C. Annual operational assessment - This assessment of radio signal levels and Distributed Audio Quality (DAQ) is an annual assessment of an existing BDA/DAS system in existing structures as requested by the Brevard County Public Safety Radio System Administrator. Protocol associated with this assessment is outlined in Attachment J.

ATTACHMENT B
Equipment and Pricing Lists

Attachment B

ORIGINAL

COMMUNICATIONS INTERNATIONAL
4450 Us Highway 1
Vero Beach, FL 32967
Phone: (772) 569-5355
Fax: (772)567-2292

Customer Details

Brevard County Emergency Management
1746 Cedar Street
Rockledge, FL 32955

Bill To: Brevard County Emergency Management
1746 Cedar Street
Rockledge, FL 32955

Document Details

Contract #
Purchase Order #
Covered Period - 10/01/2016-09/30/2017

Covered Equipment Details

SERIAL NUMBER	DESCRIPTION	UNIT PRICE	ANNUAL PRICE
Zetron	Zetron Switch	$75.00	$900.00
	Switch Total:1	$75.00	$900.00
Zetron	Console	$100.00	$1,200.00
Zetron	Console	$100.00	$1,200.00
Zetron	Console	$100.00	$1,200.00
	Console Total: 3	$300.00	$3,600.00
9153763	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9153825	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9167654	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9167901	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9167902	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9220103	MAHMS8RXX-Portable, P5150, EDACS, Scan	$10.00	$120.00
9220104	MAHMS8RXX-Portable, P5150, EDACS, Scan	$10.00	$120.00
9220241	MAHMS8RXX-Portable, P5150, EDACS, Scan	$10.00	$120.00
A401220030F5	MAEVT7HXX-Portable, P7370, System	$10.00	$120.00
A401220030F7	MAEVT7HXX-Portable, P7370, System	$10.00	$120.00
A401220030F8	MAEVT7HXX-Portable, P7370, System	$10.00	$120.00
A4012200311E	MAEVT7HXX-Portable, P7370, System	$10.00	$120.00
A40122003120	MAEVT7HXX-Portable, P7370, System	$10.00	$120.00
A40122003121	MAEVT7HXX-Portable, P7370, System	$10.00	$120.00

A40122003122	MAEVT7HXX-Portable, P7370, System	$10.00	$120.00
A40122003124	MAEVT7HXX-Portable, P7370, System	$10.00	$120.00
A40122003125	MAEVT7HXX-Portable, P7370, System	$10.00	$120.00
A40122003126	MAEVT7HXX-Portable, P7370, System	$10.00	$120.00
A40122003B87	MAEVT7HXX-Portable, P7370, System	$10.00	$120.00
A40122003B89	MAEVT7HXX-Portable, P7370, System	$10.00	$120.00
A40122003C0D	MAEVT7HXX-Portable, P7370, System	$10.00	$120.00
A40122003C0E	MAEVT7HXX-Portable, P7370, System	$10.00	$120.00
A40122003C0F	MAEVT7HXX-Portable, P7370, System	$10.00	$120.00
A40122003C10	MAEVT7HXX-Portable, P7370, System	$10.00	$120.00
A40122003C11	MAEVT7HXX-Portable, P7370, System	$10.00	$120.00
	Portables Total: 25	$250.00	$3,000.00
9042250	MAHGS8MXX-M7100 Mobile	$10.00	$120.00
9042775	MAHGS8MXX-M7100 Mobile	$10.00	$120.00
9131174	MAHGS8MXX-M7100 Mobile	$10.00	$120.00
9135633	MAHGS8MXX-M7100 Mobile Mims/Scottsmoore	$10.00	$120.00
9135634	MAHGS8MXX-M7100 Mobile Sebastain	$10.00	$120.00
9136851	MAHGS8MXX-M7100 Mobile	$10.00	$120.00
9137124	MAHGS8MXX-M7100 Mobile	$10.00	$120.00
9137149	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9184323	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9198513	MAHGS8MXX-M7100 IP, Mobile	$10.00	$120.00
9199971	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9199988	MAHGN8MXX-M7100 Mobile Sebastain	$10.00	$120.00
9199991	MAHGN8MXX-M7100 Mobile Titusville	$10.00	$120.00
9200108	MAHGN8MXX-M7100 Mobile Titusville	$10.00	$120.00
9200111	MAHGN8MXX-M7100 Mobile Mims/Scottsmoore	$10.00	$120.00
9200225	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9200371	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9201032	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9213142	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9213321	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9213478	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9213480	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9213481	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9215287	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9817368	MAHGSUMXX-Mobile, M7100 IP, 450-512MHz	$10.00	$120.00
9900076	MAHGSHHXX-Mobile, M7100IP, VHF 136-174MHz	$10.00	$120.00
A40201009170	XM100F-Unity Moblie, XG-100M	$10.00	$120.00

A40201009171	XM100F-Unity Moblie, XG-100M	$10.00	$120.00
	Mobiles Total: 28	$280.00	$3,360.00
A40153006729	DMM78B-MOBILE,XG-25M (6/9/17)	$3.33	$39.96
A40153007014	DMM78B-MOBILE,XG-25M (5/28/17)	$3.33	$39.96
A40153007015	DMM78B-MOBILE,XG-25M (5/28/17)	$3.33	$39.96
A40153007453	DMM78B-MOBILE,XG-25M 8/31/16)	$0.83	$9.96
	Pro-Rated Mobiles Total: 4	$10.82	$129.84

9215289	DSDX04-Desktop Base Station SN 9990699	$16.00	$192.00
9213326	DSDX04-Desktop Base Station SN 9213326	$16.00	$192.00
	Desktop Station Total: 2	$32.00	$384.00
		Monthly	**Annual**
	GRAND TOTALS:	$947.82	$11,373.84

This is verifying equipment only and is not authorizing payment.

Equipment List Approval:

Signature: Kimberly Prosser

Printed Name: Kimberly Prosser

Date Approved: 2/9/17

COMMUNICATIONS INTERNATIONAL

Exhibit B

ORIGINAL

4450 Us Highway 1
Vero Beach, FL 32967
Phone: (772) 569-5355
Fax: (772)567-2292

Customer Details

Brevard County Fire Rescue
1040 South Florida Avenue
Rockledge, FL 32955

Bill To: Brevard County Fire Rescue
1040 South Florida Avenue
Rockledge, FL 32955

Document Details

Contract #
Purchase Order #
Covered Period - 10/01/2016-09/30/2017

Covered Equipment Details

SERIAL NUMBER	DESCRIPTION	UNIT PRICE	ANNUAL PRICE
9015634	HT7170T81X-Jaguar P7170 System Portable	$10.00	$120.00
9015991	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9015992	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9015993	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9015997	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9016423	HT7170T81X-Jaguar P7170 System Portable	$10.00	$120.00
9016424	HT7170T81X-Jaguar P7170 System Portable	$10.00	$120.00
9016470	HT7170T81X-Jaguar P7170 System Portable	$10.00	$120.00
9016474	HT7170T81X-Jaguar P7170 System Portable	$10.00	$120.00
9017232	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9017233	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9017234	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9017236	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9017237	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9020364	HT7170T81X-Jaguar P7170 System Portable	$10.00	$120.00
9020365	HT7170T81X-Jaguar P7170 System Portable	$10.00	$120.00
9020430	HT7170T81X-Jaguar P7170 System Portable	$10.00	$120.00
9022012	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9025759	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9025935	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9102164	HT7170T81X-Jaguar P7170 System Portable	$10.00	$120.00
9102165	HT7170T81X-Jaguar P7170 System Portable	$10.00	$120.00

9102166	HT7170T81X-Jaguar P7170 System Portable	$10.00	$120.00
9102167	HT7170T81X-Jaguar P7170 System Portable	$10.00	$120.00
9102904	HT7170T81X-Jaguar P7170 System Portable	$10.00	$120.00
9103599	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9103600	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9104663	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9104724	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9104725	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9104726	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9104729	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9104730	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9104794	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9104795	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9104796	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9104799	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9105034	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9105035	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9105036	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9105037	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9105038	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9153794	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9153882	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9153951	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9154378	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9154379	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9154380	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9154383	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9154384	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9154385	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9154386	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9157941	HT7170T81X-Jaguar P7170 System Portable	$10.00	$120.00
9157947	HT7170T81X-Jaguar P7170 System Portable	$10.00	$120.00
9157980	HT7170T81X-Jaguar P7170 System Portable	$10.00	$120.00
9158168	HT7170T81X-Jaguar P7170 System Portable	$10.00	$120.00
9159039	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9167261	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9167264	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9167726	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9167483	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9167486	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00

9167487	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9167488	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9167507	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9167659	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9167662	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9167663	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9167665	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9167667	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9167900	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9168239	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9168241	HT7170T81X-Jaguar P7170 System Portable	$10.00	$120.00
9168242	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9168244	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9168245	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9168246	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9218116	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9218117	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9218118	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9218120	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9218122	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9218123	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9218125	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9218161	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9218163	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9218164	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9218166	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9218167	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9218168	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9218169	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9218170	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9218171	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9218173	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9218203	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9218242	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9219150	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9219154	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9219155	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9219228	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9219229	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9219231	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00

9219233	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9219234	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9219306	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9219308	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9219309	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9219310	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9219311	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9219312	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9219313	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9219314	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9219315	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9219457	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9219458	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9219462	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9219464	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9219482	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9219767	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9219774	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9219775	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9219798	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9219800	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9219802	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9219841	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9219844	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9219845	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9219888	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9219894	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9219895	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9219979	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9219980	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9220059	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9220063	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9220065	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9220071	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9220242	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9220266	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9220267	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9220268	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9220269	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9220272	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00

9220274	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9220275	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9220284	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9220342	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9220343	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9220344	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9220345	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9220516	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9220517	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9220518	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9220519	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9220520	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9220524	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9220525	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9220783	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9221227	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9221235	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9221366	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9221436	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9221440	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9221441	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9221442	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9221444	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9221740	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9221741	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9221743	MAHMS8RXX-Portable, P5150, EDACS ,Scan	$10.00	$120.00
9238932	MAHMS8PXX-Portable, P5150, Provoice	$10.00	$120.00
9259947	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9260349	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9260519	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9260520	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9261211	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9261212	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9261214	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9261217	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9261218	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9261239	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9261240	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9270358	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9270359	HT7150S81X-P7150 Scan Portable	$10.00	$120.00

9919266	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9919268	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9919269	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9919270	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9919273	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9919384	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9919385	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9919387	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9919388	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9919389	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9919390	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9919391	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9919392	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9919640	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9919641	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9919642	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9919643	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9951759	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9952067	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9952068	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9952069	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9954183	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9954186	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9955824	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9955825	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9955826	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9955827	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9955828	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9955993	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9956006	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9956007	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9956008	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9956009	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9956010	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9956011	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9956012	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9956013	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9956054	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9956055	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9956056	HT7150S81X-P7150 Scan Portable	$10.00	$120.00

9154627*	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9154660*	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9154661*	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
A40110002886	MAEXC81XX-Portable, P5450, Scan	$10.00	$120.00
A40121005198	MAEVS7HXX-Scan Portable P7350	$10.00	$120.00
A40121005199	MAEVS7HXX-Scan Portable P7350	$10.00	$120.00
A4012100519A	MAEVS7HXX-Scan Portable P7350	$10.00	$120.00
A4012100519B	MAEVS7HXX-Scan Portable P7350	$10.00	$120.00
A4012100519C	MAEVS7HXX-Scan Portable P7350	$10.00	$120.00
A4012100549B	MAEVS7HXX-Scan Portable P7350	$10.00	$120.00
A4012100549C	MAEVS7HXX-Scan Portable P7350	$10.00	$120.00
A401210054B7	MAEVS7HXX-Scan Portable P7350	$10.00	$120.00
A40121005EC6	MAEVS7HXX-Scan Portable P7350	$10.00	$120.00
A40121005EC8	MAEVS7HXX-Scan Portable P7350	$10.00	$120.00
A40121005EC9	MAEVS7HXX-Scan Portable P7350	$10.00	$120.00
A40121005ECA	MAEVS7HXX-Scan Portable P7350	$10.00	$120.00
A40121005ECB	MAEVS7HXX-Scan Portable P7350	$10.00	$120.00
A40204000812	EVXGPB78Y- Scan Portable XG75	$10.00	$120.00
A40204000813	EVXGPB78Y- Scan Portable XG75	$10.00	$120.00
A40204000814	EVXGPB78Y- Scan Portable XG75	$10.00	$120.00
A40204000815	EVXGPB78Y- Scan Portable XG75	$10.00	$120.00
A40204000816	EVXGPB78Y- Scan Portable XG75	$10.00	$120.00
A40204000817	EVXGPB78Y- Scan Portable XG75	$10.00	$120.00
A40204000818	EVXGPB78Y- Scan Portable XG75	$10.00	$120.00
A40204000819	EVXGPB78Y- Scan Portable XG75	$10.00	$120.00
A4020400081A	EVXGPB78Y- Scan Portable XG75	$10.00	$120.00
A4020400081B	EVXGPB78Y- Scan Portable XG75	$10.00	$120.00
A4020400081C	EVXGPB78Y- Scan Portable XG75	$10.00	$120.00
A4020400081D	EVXGPB78Y- Scan Portable XG75	$10.00	$120.00
A4020400081E	EVXGPB78Y- Scan Portable XG75	$10.00	$120.00
A40204000820	EVXGPB78Y- Scan Portable XG75	$10.00	$120.00
A40204000821	EVXGPB78Y- Scan Portable XG75	$10.00	$120.00
A40204000822	EVXGPB78Y- Scan Portable XG75	$10.00	$120.00
A40204000823	EVXGPB78Y- Scan Portable XG75	$10.00	$120.00
A40204000824	EVXGPB78Y- Scan Portable XG75	$10.00	$120.00
A40204000825	EVXGPB78Y- Scan Portable XG75	$10.00	$120.00
A40204000880	EVXGPB78Y- Scan Portable XG75	$10.00	$120.00
A40204000881	EVXGPB78Y- Scan Portable XG75	$10.00	$120.00
A40204000882	EVXGPB78Y- Scan Portable XG75	$10.00	$120.00
A40204000883	EVXGPB78Y- Scan Portable XG75	$10.00	$120.00

A40204000884	EVXGPB78Y- Scan Portable XG75	$10.00	$120.00
A40204000885	EVXGPB78Y- Scan Portable XG75	$10.00	$120.00
A40204000886	EVXGPB78Y- Scan Portable XG75	$10.00	$120.00
A40204000887	EVXGPB78Y- Scan Portable XG75	$10.00	$120.00
A40204000888	EVXGPB78Y- Scan Portable XG75	$10.00	$120.00
A40204000889	EVXGPB78Y- Scan Portable XG75	$10.00	$120.00
A40204000A07	EVXGPB78Y- Scan Portable XG75	$10.00	$120.00
A40204000A08	EVXGPB78Y- Scan Portable XG75	$10.00	$120.00
A40204000A09	EVXGPB78Y- Scan Portable XG75	$10.00	$120.00
A40204000A0A	EVXGPB78Y- Scan Portable XG75	$10.00	$120.00
A402040011D6	EVXGPB78Y- Scan Portable XG75	$10.00	$120.00
A402040011D7	EVXGPB78Y- Scan Portable XG75	$10.00	$120.00
A402040011D8	EVXGPB78Y- Scan Portable XG75	$10.00	$120.00
A402040011D9	EVXGPB78Y- Scan Portable XG75	$10.00	$120.00
A40204002B88	Portable,XG-75,Scan, Yellow	$10.00	$120.00
A40204002B89	Portable,XG-75,Scan, Yellow	$10.00	$120.00
A40204002B8A	Portable,XG-75,Scan, Yellow	$10.00	$120.00
A40204002B8B	Portable,XG-75,Scan, Yellow	$10.00	$120.00
A40204002B8C	Portable,XG-75,Scan, Yellow	$10.00	$120.00
A40204002B8D	Portable,XG-75,Scan, Yellow	$10.00	$120.00
A40204002B8E	Portable,XG-75,Scan, Yellow	$10.00	$120.00
A40204002B8F	Portable,XG-75,Scan, Yellow	$10.00	$120.00
A40204002B90	Portable,XG-75,Scan, Yellow	$10.00	$120.00
A40204002B91	Portable,XG-75,Scan, Yellow	$10.00	$120.00
A40204002B92	Portable,XG-75,Scan, Yellow	$10.00	$120.00
A40204002BB2	Portable,XG-75,764-870 MHz,Scan, Yellow	$10.00	$120.00
	Portables Total: 288	$2,880.00	$34,560.00
A40204004739	Portable,XG-75,764-870 MHz,Scan, Yellow 1/22/17	$6.66	$79.92
A40204004CD6	Portable XG-75, 764-870 MHz, Scan, Black 4/24/17	$4.16	$49.92
A40204004CD7	Portable XG-75, 764-870 MHz, Scan, Black 4/24/17	$4.16	$49.92
A40204005096	Portable XG-75, 764-870 MHz, Scan, Black 1/22/17	$6.66	$79.92
A40204005097	Portable XG-75, 764-870 MHz, Scan, Black 1/22/17	$6.66	$79.92
A40204005099	Portable XG-75, 764-870 MHz, Scan, Black 1/22/17	$6.66	$79.92
A4020400509A	Portable XG-75, 764-870 MHz, Scan, Black 1/22/17	$6.66	$79.92
A40204005186	Portable XG-75, 764-870 MHz, Scan, Black 1/22/17	$6.66	$79.92
A40204005187	Portable XG-75, 764-870 MHz, Scan, Black 1/22/17	$6.66	$79.92
A40204005188	Portable XG-75, 764-870 MHz, Scan, Black 1/22/17	$6.66	$79.92
A40204005189	Portable XG-75, 764-870 MHz, Scan, Black 1/22/17	$6.66	$79.92
A4020400518A	Portable XG-75, 764-870 MHz, Scan, Black 1/22/17	$6.66	$79.92

A4020400518B	Portable XG-75, 764-870 MHz, Scan, Black 1/22/17	$6.66	$79.92
A4020400518C	Portable XG-75, 764-870 MHz, Scan, Black 1/22/17	$6.66	$79.92
A4020400518D	Portable XG-75, 764-870 MHz, Scan, Black 1/22/17	$6.66	$79.92
A4020400518E	Portable XG-75, 764-870 MHz, Scan, Black 1/22/17	$6.66	$79.92
A4020400518F	Portable XG-75, 764-870 MHz, Scan, Black 1/22/17	$6.66	$79.92
A4020400519A	Portable XG-75, 764-870 MHz, Scan, Black 1/22/17	$6.66	$79.92
A4020400519B	Portable XG-75, 764-870 MHz, Scan, Black 1/22/17	$6.66	$79.92
A4020400519C	Portable XG-75, 764-870 MHz, Scan, Black 1/22/17	$6.66	$79.92
A4020400519D	Portable XG-75, 764-870 MHz, Scan, Black 1/22/17	$6.66	$79.92
A4020400519E	Portable XG-75, 764-870 MHz, Scan, Black 1/22/17	$6.66	$79.92
A4020400519F	Portable XG-75, 764-870 MHz, Scan, Black 1/22/17	$6.66	$79.92
A402040051A0	Portable XG-75, 764-870 MHz, Scan, Black 1/22/17	$6.66	$79.92
A402040051A1	Portable XG-75, 764-870 MHz, Scan, Black 1/22/17	$6.66	$79.92
A402040051A2	Portable XG-75, 764-870 MHz, Scan, Black 1/22/17	$6.66	$79.92
A402040051A3	Portable XG-75, 764-870 MHz, Scan, Black 1/22/17	$6.66	$79.92
A402040052F8	Portable XG-75, 764-870 MHz, Scan, Black 1/22/17	$6.66	$79.92
A402040052F9	Portable XG-75, 764-870 MHz, Scan, Black 1/22/17	$6.66	$79.92
A402040052FA	Portable XG-75, 764-870 MHz, Scan, Black 1/22/17	$6.66	$79.92
A402040052FB	Portable XG-75, 764-870 MHz, Scan, Black 1/22/17	$6.66	$79.92
A402040052FC	Portable XG-75, 764-870 MHz, Scan, Black 1/22/17	$6.66	$79.92
A402040052FD	Portable XG-75, 764-870 MHz, Scan, Black 1/22/17	$6.66	$79.92
A402040052FE	Portable XG-75, 764-870 MHz, Scan, Black 1/22/17	$6.66	$79.92
A402040052FF	Portable XG-75, 764-870 MHz, Scan, Black 1/22/17	$6.66	$79.92
A40204005300	Portable XG-75, 764-870 MHz, Scan, Black 1/22/17	$6.66	$79.92
A40204005301	Portable XG-75, 764-870 MHz, Scan, Black 1/22/17	$6.66	$79.92
	Pro-Rated Portables Total: 37	$241.42	$2,897.04
8001638	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
8002403	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
8003871	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
8004498	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
8004499	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
8004501	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9009161	MAHGSHMXX-M7100, 136-174MHz	$10.00	$120.00
9041110	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9041204	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9041941	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9041943	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9042283	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9042374	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00

9042804	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9042878	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9068386	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9068387	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9068389	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9068390	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9071984	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9072063	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9072064	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9072662	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9072992	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9073164	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9073265	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9075415	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9075451	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9130439	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9130687	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9130821	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9130822	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9130928	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9130929	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9130930	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9130950	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9131042	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9131043	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9131071	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9131074	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9131075	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9131086	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9131087	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9131088	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9131089	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9131090	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9131369	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9131442	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9131443	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9131540	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9131567	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9131568	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9131569	MAHGN8MXX-M7100 Mobile	$10.00	$120.00

9131576	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9131577	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9131578	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9131579	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9131580	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9131734	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9131735	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9131786	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9131787	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9131803	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9131859	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9132231	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9132235	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9132271	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9132311	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9132312	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9132315	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9132401	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9132513	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9132514	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9132603	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9136182	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9136199	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9136678	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9136679	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9136680	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9136691	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9136692	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9136693	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9136695	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9136764	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9136807	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9136853	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9136910	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9136956	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9136957	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9136958	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9136959	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9136960	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9137049	MAHGN8MXX-M7100 Mobile	$10.00	$120.00

9137071	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9137072	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9137074	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9137080	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9137147	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9199866	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9199892	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9199893	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9199897	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9199900	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9199901	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9200269	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9200433	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9200454	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9200455	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9200943	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9200973	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9200974	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9201020	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9201021	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9201035	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9202239	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9208267	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9208857	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9211578	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9211579	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9211625	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9211626	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9211742	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9211743	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9211744	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9211745	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9211746	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9212788	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9212801	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9329563	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
A4011E033362	MAMWSDMXX-Mobile, M7300	$10.00	$120.00
A4011E041252	MAMWSDMXX-Mobile, M7300	$10.00	$120.00
A4011E047512	MAMWSDMXX-Mobile, M7300	$10.00	$120.00
A4011E047514	MAMWSDMXX-Mobile, M7300	$10.00	$120.00

A4011E047532	MAMWSDMXX-Mobile, M7300		$10.00	$120.00
A4011E047846	MAMWSDMXX-Mobile, M7300		$10.00	$120.00
A4011E059376	MAMWSDMXX-Mobile, M7300		$10.00	$120.00
A4011E059378	MAMWSDMXX-Mobile, M7300		$10.00	$120.00
A4011E059379	MAMWSDMXX-Mobile, M7300		$10.00	$120.00
A4011E059380	MAMWSDMXX-Mobile, M7300		$10.00	$120.00
A4011E060286	MAMWSDMXX-Mobile, M7300		$10.00	$120.00
A4011E060416	MAMWSDMXX-Mobile, M7300		$10.00	$120.00
A4011E060417	MAMWSDMXX-Mobile, M7300		$10.00	$120.00
A4011E060419	MAMWSDMXX-Mobile, M7300		$10.00	$120.00
A4011E060420	MAMWSDMXX-Mobile, M7300		$10.00	$120.00
A4011E060443	MAMWSDMXX-Mobile, M7300		$10.00	$120.00
A4011E060444	MAMWSDMXX-Mobile, M7300		$10.00	$120.00
A4011E062536	MAMWSDMXX-Mobile, M7300		$10.00	$120.00
A4011E062537	MAMWSDMXX-Mobile, M7300		$10.00	$120.00
A4011E068681	MAMWSDMXX-Mobile, M7300		$10.00	$120.00
A4011E068682	MAMWSDMXX-Mobile, M7300		$10.00	$120.00
A4011E069088	MAMWSDMXX-Mobile, M7300		$10.00	$120.00
A4011E069089	MAMWSDMXX-Mobile, M7300		$10.00	$120.00
A4011E069091	MAMWSDMXX-Mobile, M7300		$10.00	$120.00
A4011E069092	MAMWSDMXX-Mobile, M7300		$10.00	$120.00
A4011E073338	MAMWSDMXX-Mobile, M7300		$10.00	$120.00
A4011E073341	MAMWSDMXX-Mobile, M7300		$10.00	$120.00
A4011E073343	MAMWSDMXX-Mobile, M7300		$10.00	$120.00
A4011E073345	MAMWSDMXX-Mobile, M7300		$10.00	$120.00
		Mobiles Total: 158	$1,580.00	$18,960.00
A4011E078461	Mobile,M7300, 764-870 MHz	1/22/17	$6.66	$79.92
A4011E078462	Mobile,M7300, 764-870 MHz	1/22/17	$6.66	$79.92
A4011E078463	Mobile,M7300, 764-870 MHz	1/22/17	$6.66	$79.92
A4011E078464	Mobile,M7300, 764-870 MHz	1/22/17	$6.66	$79.92
A4011E078465	Mobile,M7300, 764-870 MHz	1/22/17	$6.66	$79.92
A4011E078466	Mobile,M7300, 764-870 MHz	1/22/17	$6.66	$79.92
A4011E078467	Mobile,M7300, 764-870 MHz	1/22/17	$6.66	$79.92
A4011E078476	Mobile,M7300, 764-870 MHz	1/22/17	$6.66	$79.92
A4011E078477	Mobile,M7300, 764-870 MHz	1/22/17	$6.66	$79.92
A4011E078478	Mobile,M7300, 764-870 MHz	1/22/17	$6.66	$79.92
A4011E078479	Mobile,M7300, 764-870 MHz	1/22/17	$6.66	$79.92
A4011E078480	Mobile,M7300, 764-870 MHz	1/22/17	$6.66	$79.92
A4011E078511	Mobile,M7300, 764-870 MHz	1/22/17	$6.66	$79.92

A4011E078512	Mobile,M7300, 764-870 MHz	1/22/17	$6.66	$79.92
A4011E078513	Mobile,M7300, 764-870 MHz	1/22/17	$6.66	$79.92
A4011E078514	Mobile,M7300, 764-870 MHz	1/22/17	$6.66	$79.92
A4011E078515	Mobile,M7300, 764-870 MHz	1/22/17	$6.66	$79.92
A4011E078521	Mobile,M7300, 764-870 MHz	1/22/17	$6.66	$79.92
A4011E078522	Mobile,M7300, 764-870 MHz	1/22/17	$6.66	$79.92
A4011E078523	Mobile,M7300, 764-870 MHz	1/22/17	$6.66	$79.92
A4011E078524	Mobile,M7300, 764-870 MHz	1/22/17	$6.66	$79.92
A4011E078525	Mobile,M7300, 764-870 MHz	1/22/17	$6.66	$79.92
A4011E078556	Mobile,M7300, 764-870 MHz	1/22/17	$6.66	$79.92
A4011E078557	Mobile,M7300, 764-870 MHz	1/22/17	$6.66	$79.92
A4011E078558	Mobile,M7300, 764-870 MHz	1/22/17	$6.66	$79.92
A4011E078596	Mobile,M7300, 764-870 MHz	1/22/17	$6.66	$79.92
A4011E078597	Mobile,M7300, 764-870 MHz	1/22/17	$6.66	$79.92
A4011E078598	Mobile,M7300, 764-870 MHz	1/22/17	$6.66	$79.92
A4011E078599	Mobile,M7300, 764-870 MHz	1/22/17	$6.66	$79.92
A4011E078600	Mobile,M7300, 764-870 MHz	1/22/17	$6.66	$79.92
A4011E078626	Mobile,M7300, 764-870 MHz	1/22/17	$6.66	$79.92
A4011E078627	Mobile,M7300, 764-870 MHz	1/22/17	$6.66	$79.92
A4011E078628	Mobile,M7300, 764-870 MHz	1/22/17	$6.66	$79.92
A4011E078629	Mobile,M7300, 764-870 MHz	1/22/17	$6.66	$79.92
A4011E078631	Mobile,M7300, 764-870 MHz	1/22/17	$6.66	$79.92
A4011E078632	Mobile,M7300, 764-870 MHz	1/22/17	$6.66	$79.92
A4011E078633	Mobile,M7300, 764-870 MHz	1/22/17	$6.66	$79.92
A4011E078634	Mobile,M7300, 764-870 MHz	1/22/17	$6.66	$79.92
A4011E078635	Mobile,M7300, 764-870 MHz	1/22/17	$6.66	$79.92
A40153006096	MOBILE,XG-25M,700/800 MHZ,35W	1/22/17	$6.66	$79.92
A40153006097	MOBILE,XG-25M,700/800 MHZ,35W	1/22/17	$6.66	$79.92
A40153006098	MOBILE,XG-25M,700/800 MHZ,35W	1/22/17	$6.66	$79.92
A40153006099	MOBILE,XG-25M,700/800 MHZ,35W	1/22/17	$6.66	$79.92
A40153006100	MOBILE,XG-25M,700/800 MHZ,35W	1/22/17	$6.66	$79.92
A40153006116	MOBILE,XG-25M,700/800 MHZ,35W	1/22/17	$6.66	$79.92
A40153006117	MOBILE,XG-25M,700/800 MHZ,35W	1/22/17	$6.66	$79.92
A40153006118	MOBILE,XG-25M,700/800 MHZ,35W	1/22/17	$6.66	$79.92
A40153006119	MOBILE,XG-25M,700/800 MHZ,35W	1/22/17	$6.66	$79.92
A40153006120	MOBILE,XG-25M,700/800 MHZ,35W	1/22/17	$6.66	$79.92
		Pro-Rated Mobiles Total: 49	$326.34	$3,916.08
9044382	DSDX04-Desktop Base Station SN 9988057 STA 44		$16.00	$192.00
9044384	DSDX04-Desktop Base Station SN 9988058 STA 80		$16.00	$192.00

9044775	DSDX04-Desktop Base Station SN 9988059 CONS 18	$16.00	$192.00
9044174	DSDX04-Desktop Base Station SN 9988062 LOANER	$16.00	$192.00
9044390	DSDX04-Desktop Base Station SN 9988063 FRC	$16.00	$192.00
9044385	DSDX04-Desktop Base Station SN 9988064 PARRISH	$16.00	$192.00
9044732	DSDX04-Desktop Base Station SN 9988065 STA 40	$16.00	$192.00
9044383	DSDX04-Desktop Base Station SN 9988066 STA 43	$16.00	$192.00
9044387	DSDX04-Desktop Base Station SN 9988067 STA 42	$16.00	$192.00
9044381	DSDX04-Desktop Base Station SN 9988068 HOLMES	$16.00	$192.00
9044388	DSDX04-Desktop Base Station SN 9988069 WUEST	$16.00	$192.00
9044772	DSDX04-Desktop Base Station SN 9988071 CCH	$16.00	$192.00
9044171	DSDX04-Desktop Base Station SN 9988097 STA 47	$16.00	$192.00
9044377	DSDX04-Desktop Base Station SN 9988098 FLEET	$16.00	$192.00
9044588	DSDX04-Desktop Base Station SN 9988103 STA 89	$16.00	$192.00
9044767	DSDX04-Desktop Base Station SN 9988171 MI VFD	$16.00	$192.00
	Desktop Stations Total: 16	$256.00	$3,072.00

BCFRADDER1	M7300 Dual Control Adder R26	$3.00	$36.00
BCFRADDER2	M7300 Dual Control Adder R48	$3.00	$36.00
BCFRADDER3	M7300 Dual Control Adder R24	$3.00	$36.00
BCFRADDER4	M7300 Dual Control Adder R83	$3.00	$36.00
BCFRADDER5	M7300 Dual Control Adder R60	$3.00	$36.00
BCFRADDER6	M7300 Dual Control Adder OLD 84	$3.00	$36.00
BCFRADDER7	M7300 Dual Control Adder R41	$3.00	$36.00
BCFRADDER8	M7300 Dual Control Adder R61	$3.00	$36.00
BCFRADDER9	M7100 Dual Control Adder R20	$3.00	$36.00
BCFRADDER10	M7300 Dual Control Adder R22	$3.00	$36.00
BCFRADDER11	M7300 Dual Control Adder R222	$3.00	$36.00
BCFRADDER12	M7300 Dual Control Adder R23	$3.00	$36.00
BCFRADDER13	M7100 Dual Control Adder R29	$3.00	$36.00
BCFRADDER14	M7300 Dual Control Adder R45	$3.00	$36.00
BCFRADDER15	M7100 Dual Control Adder R46	$3.00	$36.00
BCFRADDER16	M7100 Dual Control Adder R500	$3.00	$36.00
BCFRADDER17	M7100 Dual Control Adder R501	$3.00	$36.00
BCFRADDER18	M7100 Dual Control Adder R62	$3.00	$36.00
BCFRADDER19	M7100 Dual Control Adder R63	$3.00	$36.00
BCFRADDER20	M7100 Dual Control Adder R64	$3.00	$36.00
BCFRADDER21	M7100 Dual Control Adder R66	$3.00	$36.00
BCFRADDER22	M7300 Dual Control Adder R68	$3.00	$36.00
BCFRADDER23	M7300 Dual Control Adder R80	$3.00	$36.00
BCFRADDER24	M7100 Dual Control Adder R81	$3.00	$36.00

BCFRADDER25	M7100 Dual Control Adder R84	$3.00	$36.00
BCFRADDER26	M7100 Dual Control Adder R85	$3.00	$36.00
BCFRADDER27	M7100 Dual Control Adder R86	$3.00	$36.00
BCFRADDER28	M7100 Dual Control Adder R88	$3.00	$36.00
BCFRADDER29	M7100 Dual Control Adder RESCUE 3	$3.00	$36.00
BCFRADDER30	M7100 Dual Control Adder RESCUE 4	$3.00	$36.00
BCFRADDER31	M7100 Dual Control Adder RESCUE44	$3.00	$36.00
BCFRADDER32	M7100 Dual Control Adder RESCUE 5	$3.00	$36.00
BCFRADDER33	M7100 Dual Control Adder RESCUE 6	$3.00	$36.00
BCFRADDER34	M7100 Dual Control Adder RESCUE 7	$3.00	$36.00
BCFRADDER35	M7100 Dual Control Adder RESCUE 8	$3.00	$36.00
BCFRADDER36	M7100 Dual Control Adder RESCUE 9	$3.00	$36.00
BCFRADDER37	M7100 Dual Control Adder RESCUE2	$3.00	$36.00
	Dual Control Adders Total: 37	$111.00	$1,332.00

BCFRA	C3NT Maesto Console	$100.00	$1,200.00
BCFRB	C3NT Maesto Console	$100.00	$1,200.00
BCFRC	C3NT Maesto Console	$100.00	$1,200.00
BCFRD	C3NT Maesto Console	$100.00	$1,200.00
BCFRE	C3NT Maesto Console	$100.00	$1,200.00
BCFRF	C3NT Maesto Console	$100.00	$1,200.00
BCFRG	C3NT Maesto Console	$100.00	$1,200.00
	Consoles Total: 7	$700.00	$8,400.00
BCFRENCODER1	9050141-Model 15 Zetron Paging Encoder	$28.00	$336.00
BCFRENCODER2	9050141-Model 15 Zetron Paging Encoder	$28.00	$336.00
	Zetron Encoders Total: 2	$56.00	$672.00
BCFRINTERFAC	188D5909P1-T1/E1 Interface Card	$11.00	$132.00
	EMC Interface Total: 1	$11.00	$132.00
9069777	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9136193	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9136257	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9136259	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9136260	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
	Four Communities Mobiles Total: 5	$50.00	$600.00
9154422	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9220285	MAHMS8RXX-Portable, P5150, EDACS, Scan	$10.00	$120.00

9154523*	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9154527*	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9154622*	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
9154625*	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
	Four Communities Portables Total: 6	$60.00	$720.00
9153792	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9153827	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9153983	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
9219891	MAHMS8RXX-Portable, P5150, EDACS, Scan	$10.00	$120.00
9219893	MAHMS8RXX-Portable, P5150, EDACS, Scan	$10.00	$120.00
9220237	MAHMS8RXX-Portable, P5150, EDACS, Scan	$10.00	$120.00
9220785	MAHMS8RXX-Portable, P5150, EDACS, Scan	$10.00	$120.00
9221184	MAHMS8RXX-Portable, P5150, EDACS, Scan	$10.00	$120.00
	Merritt Island Portables Total: 8	$80.00	$960.00
9072678	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9200175	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
	Merritt Island Mobiles Total: 2	$20.00	$240.00
9220239	MAHMS8RXX-Portable, P5150, EDACS, Scan	$10.00	$120.00
9220240	MAHMS8RXX-Portable, P5150, EDACS, Scan	$10.00	$120.00
9220244	MAHMS8RXX-Portable, P5150, EDACS, Scan	$10.00	$120.00
9220276	MAHMS8RXX-Portable, P5150, EDACS, Scan	$10.00	$120.00
9220277	MAHMS8RXX-Portable, P5150, EDACS, Scan	$10.00	$120.00
9220280	MAHMS8RXX-Portable, P5150, EDACS, Scan	$10.00	$120.00
9220550	MAHMS8RXX-Portable, P5150, EDACS, Scan	$10.00	$120.00
9918380	HT7150S81X-P7150 Scan Portable	$10.00	$120.00
	Mims Portables Total: 8	$80.00	$960.00
		Monthly	**Annual**
	GRAND TOTALS:	**$6,451.76**	**$77,421.12**

This is verifying equipment only and is not authorizing payment.

Equipment List Approval:

Signature: Tom Leonard

Printed Name: Tom Leonard

Date Approved: 2/10/2017

COMMUNICATIONS INTERNATIONAL

Exhibit B

ORIGINAL

4450 Us Highway 1
Vero Beach, FL 32967
Phone: (772) 569-5355
Fax: (772)567-2292

Customer Details

Brevard County Facilities Management
2725 Judge Fran Jamieson Way Bldg A
Viera, FL 32940

Bill To: Brevard County Facilities Management
2725 Judge Fran Jamieson Way Bldg A
Viera, FL 32940

Document Details

Contract #
Purchase Order #
Covered Period - 10/01/2016-09/30/2017

Covered Equipment Details

SERIAL NUMBER	DESCRIPTION	UNIT PRICE	ANNUAL PRICE
9220777	MAHMS8RXX- P5150 Portable SCan	$10.00	$120.00
9218119	MAHMS8RXX- P5150 Portable SCan	$10.00	$120.00
9220486	MAHMS8RXX- P5150 Portable SCan	$10.00	$120.00
9220491	MAHMS8RXX- P5150 Portable SCan	$10.00	$120.00
	Portables Total: 4	$40.00	$480.00
		Monthly	**Annual**
	GRAND TOTALS:	**$40.00**	**$480.00**

This is verifying equipment only and is not authorizing payment.

Equipment List Approval:

Signature: Scott Barrett

Printed Name: Scott Barrett

Date Approved: 9/8/16

COPY

Exhibit B

ORIGINAL

4450 Us Highway 1
Vero Beach, FL 32967
Phone: (772) 569-5355
Fax: (772)567-2292

Customer Details

Brevard County Central Fleet
4694 North Wickham Road
Melbourne, FL 32935

Bill To: Brevard County Central Fleet
4694 North Wickham Road
Melbourne, FL 32935

Document Details

Contract #
Purchase Order #
Covered Period - 10/01/2016 -09/30/2017

Covered Equipment Details

SERIAL NUMBER	DESCRIPTION	UNIT PRICE	ANNUAL PRICE
9220281	MAHMS8RXX- Portable P5150 Scan	$10.00	$120.00
	Portable Total: 1	$10.00	$120.00
		Monthly	**Annual**
	GRAND TOTALS:	**$10.00**	**$120.00**

This is verifying equipment only and is not authorizing payment.

Equipment List Approval:

Signature: [signature]

Printed Name: Rob Biller

Date Approved: 9/8/16

COMMUNICATIONS INTERNATIONAL

Exhibit B

ORIGINAL

4450 Us Highway 1
Vero Beach, FL 32967
Phone: (772) 569-5355
Fax: (772)567-2292

Customer Details

Brevard County Public Works
(Road and Bridge)
2725 Judge Fran Jamieson Way Buld A
Viera, FL 32940

Bill To: Brevard County Public Works
(Road and Bridge)
2725 Judge Fran Jamieson Way Buld A
Viera, FL 32940

Document Details

Contract #
Purchase Order #
Covered Period - 10/01/2016-09/30/2017

Covered Equipment Details

SERIAL NUMBER	DESCRIPTION	UNIT PRICE	ANNUAL PRICE
8004342	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9042802	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9042803	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9042805	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9042920	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9042928	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9042929	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9043406	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9043407	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9043446	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9043671	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9043673	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9043674	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9043675	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9043706	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9130752	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9130753	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9131091	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9131092	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9131413	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9131515	MAHGN8MXX-M7100 Mobile	$10.00	$120.00

9131536	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9131537	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9131570	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9132524	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9132525	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9132601	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9198432	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9198557	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9198558	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9198559	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9198561	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9198820	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9199487	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9199488	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9199489	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9199490	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9199491	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9199548	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9199549	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9199578	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9199766	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9199863	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9199864	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9199898	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9200267	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9200268	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9200432	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9200617	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9200618	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9200957	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9200958	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9200959	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9200960	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9201591	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9203502	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9203503	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
	Mobiles Total: 57	$570.00	$6,840.00

9988169	DSDX04-Desktop Base Station SN 9044769	$16.00	$192.00
9988179	DSDX04-Desktop Base Station SN 9043914	$16.00	$192.00

9988183	DSDX04-Desktop Base Station SN 9044773	$16.00	$192.00
9988195	DSDX04-Desktop Base Station SN 9043911	$16.00	$192.00
9988198	DSDX04-Desktop Base Station SN 9044770	$16.00	$192.00
9988205	DSDX04-Desktop Base Station SN 9043913	$16.00	$192.00
9988207	DSDX04-Desktop Base Station SN 9044002	$16.00	$192.00
9988185*	DSDX04-Desktop Base Station SN 9044740	$16.00	$192.00
	Desktop Stations Total: 8	$128.00	$1,536.00
		Monthly	**Annual**
	GRAND TOTALS:	**$698.00**	**$8,376.00**

This is verifying equipment only and is not authorizing payment.

Equipment List Approval:

Signature:

Printed Name: Richard Brown

Date Approved: 9/29/16

COMMUNICATIONS INTERNATIONAL

Exhibit B

ORIGINAL

4450 Us Highway 1
Vero Beach, FL 32967
Phone: (772) 569-5355
Fax: (772)567-2292

Customer Details

Brevard County Space Coast Area Transit
401 South Varr Avenue
Cocoa, FL 32922

Bill To: Brevard County Space Coast Area Transit
401 South Varr Avenue
Cocoa, FL 32922

Document Details

Contract #
Purchase Order #
Covered Period - 10/01/2016-09/30/2017

Covered Equipment Details

SERIAL NUMBER	DESCRIPTION	UNIT PRICE	ANNUAL PRICE
BCSCAT	C3NT Maesto Console	$100.00	$1,200.00
	Console Total: 1	$100.00	$1,200.00
8004210	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
8004211	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9037101	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9037102	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9037103	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9037104	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9037105	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9037166	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9037167	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9037181	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9037182	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9037183	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9037184	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9037185	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9037206	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9037207	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9037208	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9037209	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9037210	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00

9042787	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9042868	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9072659	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9072660	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9072681	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9130964	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9130965	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9130974	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9130975	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9131021	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9131022	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9131072	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9131073	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9131561	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9131562	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9131702	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9131733	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9132233	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9132273	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9133956	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9133957	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9133958	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9133959	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9133960	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9134490	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
33506204	D28MTX-ORION, EDACS, MOBILE	$10.00	$120.00
A4011E067828	MAMWSDMXX- Mobile,M7300	$10.00	$120.00
A4011E067883	MAMWSDMXX- Mobile,M7300	$10.00	$120.00
A4011E067884	MAMWSDMXX- Mobile,M7300	$10.00	$120.00
A4011E067885	MAMWSDMXX- Mobile,M7300	$10.00	$120.00
A4011E067886	MAMWSDMXX- Mobile,M7300	$10.00	$120.00
A4011E067887	MAMWSDMXX- Mobile,M7300	$10.00	$120.00
A4011E068203	MAMWSDMXX- Mobile,M7300	$10.00	$120.00
A4011E068535	MAMWSDMXX- Mobile,M7300	$10.00	$120.00
A4011E068536	MAMWSDMXX- Mobile,M7300	$10.00	$120.00
A4011E068537	MAMWSDMXX- Mobile,M7300	$10.00	$120.00
	Mobile Total: 55	$550.00	$6,600.00
A40153006856	D28MTX- Mobile XG-25 (5/15/16)	$4.16	$49.92
A40153006857	D28MTX- Mobile XG-25 (5/15/16)	$4.16	$49.92

A40153006858	D28MTX- Mobile XG-25 (5/15/16)	$4.16	$49.92
A40153006859	D28MTX- Mobile XG-25 (5/15/16)	$4.16	$49.92
A40153006861	D28MTX- Mobile XG-25 (5/15/16)	$4.16	$49.92
A40153006862	D28MTX- Mobile XG-25 (5/15/16)	$4.16	$49.92
A40153006863	D28MTX- Mobile XG-25 (5/15/16)	$4.16	$49.92
A40153006864	D28MTX- Mobile XG-25 (5/15/16)	$4.16	$49.92
A40153006865	D28MTX- Mobile XG-25 (5/15/16)	$4.16	$49.92
A40153006966	D28MTX- Mobile XG-25 (5/15/16)	$4.16	$49.92
A40153006967	D28MTX- Mobile XG-25 (5/15/16)	$4.16	$49.92
A40153006968	D28MTX- Mobile XG-25 (5/15/16)	$4.16	$49.92
A40153006969	D28MTX- Mobile XG-25 (5/15/16)	$4.16	$49.92
A40153006970	D28MTX- Mobile XG-25 (5/15/16)	$4.16	$49.92
	Pro-Rated Mobile Total: 14	$58.24	$698.88
9988106	DSDX04-Desktop Base Station SN 9215353	$16.00	$192.00
9988114	DSDX04-Desktop Base Station SN 9215301	$16.00	$192.00
9988175	DSDX04-Desktop Base Station SN 9215298	$16.00	$192.00
9988180	DSDX04-Desktop Base Station SN 9215297	$16.00	$192.00
	Desktop Stations Total: 4	$64.00	$768.00
9257739	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
A401100033C1	MAEXC81XX-Radio, Portable, P5450, Scan	$10.00	$120.00
A401100033C2	MAEXC81XX-Radio, Portable, P5450, Scan	$10.00	$120.00
A401100033C3	MAEXC81XX-Radio, Portable, P5450, Scan	$10.00	$120.00
A4011000341E	MAEXC81XX-Radio, Portable, P5450, Scan	$10.00	$120.00
A4011000341F	MAEXC81XX-Radio, Portable, P5450, Scan	$10.00	$120.00
A40110003420	MAEXC81XX-Radio, Portable, P5450, Scan	$10.00	$120.00
A40110003421	MAEXC81XX-Radio, Portable, P5450, Scan	$10.00	$120.00
A40110003464	MAEXC81XX-Radio, Portable, P5450, Scan	$10.00	$120.00
A40110003465	MAEXC81XX-Radio, Portable, P5450, Scan	$10.00	$120.00
A40110003466	MAEXC81XX-Radio, Portable, P5450, Scan	$10.00	$120.00
A40110003467	MAEXC81XX-Radio, Portable, P5450, Scan	$10.00	$120.00
A40110003468	MAEXC81XX-Radio, Portable, P5450, Scan	$10.00	$120.00
A40110003469	MAEXC81XX-Radio, Portable, P5450, Scan	$10.00	$120.00
A4011000346A	MAEXC81XX-Radio, Portable, P5450, Scan	$10.00	$120.00
A4011000346B	MAEXC81XX-Radio, Portable, P5450, Scan	$10.00	$120.00
A4011000346C	MAEXC81XX-Radio, Portable, P5450, Scan	$10.00	$120.00
A4011000346D	MAEXC81XX-Radio, Portable, P5450, Scan	$10.00	$120.00
	Portables Total: 18	$180.00	$2,160.00

A40138010491	DPXGPB78B-XG-25 Portable Scan (2/7/17)	$6.66	$79.92
A40138010492	DPXGPB78B-XG-25 Portable Scan (2/7/17)	$6.66	$79.92
A40138010494	DPXGPB78B-XG-25 Portable Scan (2/7/17)	$6.66	$79.92
	Pro-Rated Portables Total: 3	$19.98	$239.76
		Monthly	**Annual**
	GRAND TOTALS:	**$972.22**	**$11,666.64**

This is verifying equipment only and is not authorizing payment.

Equipment List Approval:

Signature: Alison Tugwell

Printed Name: ALISON TUGWELL

Date Approved: 2-13-17

COMMUNICATIONS INTERNATIONAL

Exhibit B

ORIGINAL

4450 Us Highway 1
Vero Beach, FL 32967
Phone: (772) 569-5355
Fax: (772)567-2292

Customer Details

Brevard County Solid Waste
2250 Adamson Road
Cocoa, FL 32926

Bill To: Brevard County Solid Waste
2250 Adamson Road
Cocoa, FL 32926

Document Details

Contract # Ci-11-151
Purchase Order #
Covered Period - 10/01/2016-09/30/2017

Covered Equipment Details

SERIAL NUMBER	DESCRIPTION	UNIT PRICE	ANNUAL PRICE
9044707	DSDX04-Desktop Base Station SN 9988101	$16.00	$192.00
9047752	DSDX04-Desktop Base Station SN 9988170	$16.00	$192.00
9044774	DSDX04-Desktop Base Station SN 9988177	$16.00	$192.00
9044761	DSDX04-Desktop Base Station SN 9988173*	$16.00	$192.00
	Desktop Stations Total: 4	$64.00	$768.00
6066883	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
8002822	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
8002840	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
8002841	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9036946	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9036947	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9039688	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9036990	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9042249	MAHGS8MXX-M7100 IP, 806-870Mhz, Mobile Radio	$10.00	$120.00
9043447	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9043449	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9043652	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9043655	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9043707	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9043710	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9045857	MAHGN8MXX-M7100 Mobile	$10.00	$120.00

9045858	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9045860	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9066783	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9066786	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9066787	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9066788	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9066789	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9066790	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9066981	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9066983	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9066984	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9066985	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9135629	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9135651	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9135630	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9136794	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9136878	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9136879	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9137131	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9201588	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9204134	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
	Mobiles Total: 37	$370.00	$4,440.00

9220251	MAHMS8RXX-Portable, P5150,EDACS, Scan	$10.00	$120.00
9220398	MAHMS8RXX-Portable, P5150,EDACS, Scan	$10.00	$120.00
9221181	MAHMS8RXX-Portable, P5150,EDACS, Scan	$10.00	$120.00
9988166	MAHMS8DXX-Portable, P5150 Scan	$10.00	$120.00
	Portables Total: 4	$40.00	$480.00
		Monthly	**Annual**
	GRAND TOTALS:	**$474.00**	**$5,688.00**

This is verifying equipment only and is not authorizing payment.

Signature: Beaulio V. Welch

Printed Name: Beaulio V. WELCH

Date Approved: Sep. 20, 2016

COMMUNICATIONS INTERNATIONAL

Exhibit B

ORIGINAL

4450 Us Highway 1
Vero Beach, FL 32967
Phone: (772) 569-5355
Fax: (772)567-2292

Customer Details

Brevard County Public Works
(Traffic Operations)
2725 Judge Fran Jamieson Way Buld A
Viera, FL 32940

Bill To: Brevard County Public Works
(Traffic Operations)
2725 Judge Fran Jamieson Way Buld A
Viera, FL 32940

Document Details

Contract #
Purchase Order #
Covered Period - 10/01/2016 9/30/2017

Covered Equipment Details

SERIAL NUMBER	DESCRIPTION	UNIT PRICE	ANNUAL PRICE
A4011E052677	MAMSDMXX- M7300 Mobile	$10.00	$120.00
	Mobile Total: 1	$10.00	$120.00

SERIAL NUMBER	DESCRIPTION	UNIT PRICE	ANNUAL PRICE
A40153007536	DMM78B-Mobile XG25 (8/7/16)	$1.66	$19.92
A40153007537	DMM78B-Mobile XG25 (8/7/16)	$1.66	$19.92
A40153007683	DMM78B-Mobile XG25 (8/7/16)	$1.66	$19.92
A40153007684	DMM78B-Mobile XG25 (8/7/16)	$1.66	$19.92
A40153007685	DMM78B-Mobile XG25 (8/7/16)	$1.66	$19.92
A40153007607	DMM78B-Mobile XG25 (8/7/16)	$1.66	$19.92
A40153007608	DMM78B-Mobile XG25 (8/7/16)	$1.66	$19.92
A40153007609	DMM78B-Mobile XG25 (8/7/16)	$1.66	$19.92
A40153007610	DMM78B-Mobile XG25 (8/7/16)	$1.66	$19.92
A40153007681	DMM78B-Mobile XG25 (8/7/16)	$1.66	$19.92
A40153007682	DMM78B-Mobile XG25 (8/7/16)	$1.66	$19.92
A40153007538	DMM78B-Mobile XG25 (8/7/16)	$1.66	$19.92
A40153007539	DMM78B-Mobile XG25 (8/7/16)	$1.66	$19.92
A40153007540	DMM78B-Mobile XG25 (8/7/16)	$1.66	$19.92
A40153007604	DMM78B-Mobile XG25 (8/7/16)	$1.66	$19.92

A40153007605	DMM78B-Mobile XG25 (8/7/16)	$1.66	$19.92
A40153007606	DMM78B-Mobile XG25 (8/7/16)	$1.66	$19.92
	Pro-Rated Mobile Total: 17	$28.22	$338.64

A40138010718	DPXGPB78B-Portable,XG-25P,Scan (8/7/16)	$1.66	$19.92
A40138010719	DPXGPB78B-Portable,XG-25P,Scan (8/7/16)	$1.66	$19.92
A40138010720	DPXGPB78B-Portable,XG-25P,Scan (8/7/16)	$1.66	$19.92
	Pro-Rated Portables Total: 3	$4.98	$59.76

9989526	DSDX04-Desktop Base Station SN 9213184	$16.00	$192.00
	Desktop Stations Total: 1	$16.00	$192.00
		Monthly	**Annual**
	GRAND TOTALS:	**$59.20**	**$710.40**

This is verifying equipment only and is not authorizing payment.

Equipment List Approval:

Signature: Lisa Marasco

Printed Name: Lisa Marasco

Date Approved: 10/24/16

COMMUNICATIONS INTERNATIONAL

Exhibit B

ORIGINAL

4450 Us Highway 1
Vero Beach, FL 32967
Phone: (772) 569-5355
Fax: (772)567-2292

Customer Details

Brevard County Utility Services
2725 Judge Fran Jamieson Way Buld A
Viera, FL 32940

Bill To: Brevard County Utility Services
2725 Judge Fran Jamieson Way Buld A
Viera, FL 32940

Document Details

Contract #
Purchase Order #
Covered Period - 10/01/2016-09/30/2017

Covered Equipment Details

SERIAL NUMBER	DESCRIPTION	UNIT PRICE	ANNUAL PRICE
9044380	DSDX04-Desktop Base Station SN 9988109	$16.00	$192.00
9213024	DSDX04-Desktop Base Station SN 9989530	$16.00	$192.00
9213022	DSDX04-Desktop Base Station SN 9989534	$16.00	$192.00
9213002	DSDX04-Desktop Base Station SN 9989535	$16.00	$192.00
9213319	DSDX04-Desktop Base Station SN 9989536	$16.00	$192.00
9213317	DSDX04-Desktop Base Station SN 9989762	$16.00	$192.00
9213005	DSDX04-Desktop Base Station SN 9989770	$16.00	$192.00
9213324	DSDX04-Desktop Base Station SN 9989764*	$16.00	$192.00
	Desktop Stations Total: 8	$128.00	$1,536.00

9036989	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9041833	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9041834	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9042065	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9042333	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9042377	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9042378	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9042379	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9042877	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9043593	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9066133	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9066194	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00

9072065	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9072066	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9072661	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9073048	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9073049	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9073051	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9073266	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9073267	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9073368	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9073369	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9073370	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9073371	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9073372	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9073545	MAHGS8MXX-M7100 IP, Mobile Radio	$10.00	$120.00
9073629	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9073733	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9073735	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9073736	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9073737	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9130920	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9130926	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9130927	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9130949	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9131012	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9131024	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9131025	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9131045	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9131093	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9131094	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9131095	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9131171	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9131172	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9131173	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9131175	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9131411	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9131412	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9131448	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9131512	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9131514	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9131539	MAHGN8MXX-M7100 Mobile	$10.00	$120.00

9131640	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9131730	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9131831	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9131832	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9131833	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9131834	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9131835	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9131856	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9131857	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9131860	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9132291	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9132342	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9132343	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9132344	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9132345	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9132606	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9132607	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9132608	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9132609	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9132610	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9135636	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9198434	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9198435	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9198819	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9199579	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9199580	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9199581	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9199746	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9199899	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9199989	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9200621	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9201027	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9201038	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9201039	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9213004	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
9213318	MAHGN8MXX-M7100 Mobile	$10.00	$120.00
A4011E019436	MAMWSDMXX-Mobile, M7300	$10.00	$120.00
A4011E019437	MAMWSDMXX-Mobile, M7300	$10.00	$120.00
A4011E019438	MAMWSDMXX-Mobile, M7300	$10.00	$120.00
A4011E058956	MAMWSDMXX-Mobile, M7300	$10.00	$120.00

A4011E059013	MAMWSDMXX-Mobile, M7300	$10.00	$120.00
A4011E059017	MAMWSDMXX-Mobile, M7300	$10.00	$120.00
	Mobile Total: 94	$940.00	$11,280.00
A40153007243	DMM78B-Mobile, XG25 (6/20/17)	$2.50	$30.00
	Pro-RatedMobile Total: 1	$2.50	$30.00
9218264	MAHMS8RXX-Portable, P5150, EDACS, Scan	$10.00	$120.00
9218556	MAHMS8RXX-Portable, P5150, EDACS, Scan	$10.00	$120.00
9218557	MAHMS8RXX-Portable, P5150, EDACS, Scan	$10.00	$120.00
9218558	MAHMS8RXX-Portable, P5150, EDACS, Scan	$10.00	$120.00
9218560	MAHMS8RXX-Portable, P5150, EDACS, Scan	$10.00	$120.00
9219489	MAHMS8RXX-Portable, P5150, EDACS, Scan	$10.00	$120.00
9219827	MAHMS8RXX-Portable, P5150, EDACS, Scan	$10.00	$120.00
9219934	MAHMS8RXX-Portable, P5150, EDACS, Scan	$10.00	$120.00
9220087	MAHMS8RXX-Portable, P5150, EDACS, Scan	$10.00	$120.00
9220088	MAHMS8RXX-Portable, P5150, EDACS, Scan	$10.00	$120.00
9220092	MAHMS8RXX-Portable, P5150, EDACS, Scan	$10.00	$120.00
9220094	MAHMS8RXX-Portable, P5150, EDACS, Scan	$10.00	$120.00
9220182	MAHMS8RXX-Portable, P5150, EDACS, Scan	$10.00	$120.00
9220185	MAHMS8RXX-Portable, P5150, EDACS, Scan	$10.00	$120.00
9220248	MAHMS8RXX-Portable, P5150, EDACS, Scan	$10.00	$120.00
9220838	MAHMS8RXX-Portable, P5150, EDACS, Scan	$10.00	$120.00
9221031	MAHMS8RXX-Portable, P5150, EDACS, Scan	$10.00	$120.00
9221231	MAHMS8RXX-Portable, P5150, EDACS, Scan	$10.00	$120.00
9221232	MAHMS8RXX-Portable, P5150, EDACS, Scan	$10.00	$120.00
9221234	MAHMS8RXX-Portable, P5150, EDACS, Scan	$10.00	$120.00
9221346	MAHMS8RXX-Portable, P5150, EDACS, Scan	$10.00	$120.00
9221347	MAHMS8RXX-Portable, P5150, EDACS, Scan	$10.00	$120.00
9221351	MAHMS8RXX-Portable, P5150, EDACS, Scan	$10.00	$120.00
9221354	MAHMS8RXX-Portable, P5150, EDACS, Scan	$10.00	$120.00
9221355	MAHMS8RXX-Portable, P5150, EDACS, Scan	$10.00	$120.00
9221380.	MAHMS8RXX-Portable, P5150, EDACS, Scan	$10.00	$120.00
9221383	MAHMS8RXX-Portable, P5150, EDACS, Scan	$10.00	$120.00
9221446	MAHMS8RXX-Portable, P5150, EDACS, Scan	$10.00	$120.00
9221447	MAHMS8RXX-Portable, P5150, EDACS, Scan	$10.00	$120.00
9221449	MAHMS8RXX-Portable, P5150, EDACS, Scan	$10.00	$120.00
9221450	MAHMS8RXX-Portable, P5150, EDACS, Scan	$10.00	$120.00
9221451	MAHMS8RXX-Portable, P5150, EDACS, Scan	$10.00	$120.00
9221452	MAHMS8RXX-Portable, P5150, EDACS, Scan	$10.00	$120.00

9221453	MAHMS8RXX-Portable, P5150, EDACS, Scan	$10.00	$120.00
9221454	MAHMS8RXX-Portable, P5150, EDACS, Scan	$10.00	$120.00
9221455	MAHMS8RXX-Portable, P5150, EDACS, Scan	$10.00	$120.00
9221608	MAHMS8RXX-Portable, P5150, EDACS, Scan	$10.00	$120.00
9221609	MAHMS8RXX-Portable, P5150, EDACS, Scan	$10.00	$120.00
9221610	MAHMS8RXX-Portable, P5150, EDACS, Scan	$10.00	$120.00
9221727	MAHMS8RXX-Portable, P5150, EDACS, Scan	$10.00	$120.00
9221730	MAHMS8RXX-Portable, P5150, EDACS, Scan	$10.00	$120.00
9221731	MAHMS8RXX-Portable, P5150, EDACS, Scan	$10.00	$120.00
9221736	MAHMS8RXX-Portable, P5150, EDACS, Scan	$10.00	$120.00
9221859	MAHMS8RXX-Portable, P5150, EDACS, Scan	$10.00	$120.00
9222413	MAHMS8RXX-Portable, P5150, EDACS, Scan	$10.00	$120.00
9257369	MAHTT81NX-P7170 Portable Radio, System	$10.00	$120.00
	Portables Total: 46	$460.00	$5,520.00
		Monthly	**Annual**
	GRAND TOTALS:	**$1,530.50**	**$18,366.00**

This is verifying equipment only and is not authorizing payment.

Equipment List Approval:

Signature: Br Sorensen

Printed Name: Brian Sorensen, Interim Water/WW Manager

Date Approved: 9/20/16

Attachement B - Infrastructure

COMMUNICATIONS INTERNATIONAL
4450 Us Highway 1
Vero Beach, FL. 32967
Phone: (772) 569-5355 Fax: (772) 257-6083

Not on Maintenance Contract Yet

Brevard County Board of County Commissioners

Total Agreement Term: October 1, 2016- September 30, 2017

Titusville Simulcast Control Point	Unit Rate	Old Quantity	New Quantity		New Monthly Rate	Annual Rate
JPS Voters & Digital Voters per channel (included)	$0.00	56			$0.00	$0.00
Simulcast Mux's & IMC Mux	$25.00	5			$125.00	$1,500.00
Simulcast Common Equipment (includes:2 GPS receiver, GPS Dist, Router, Switch, Sync Shelf, Net Sentry, KVM)	$525.00	1			$525.00	$6,300.00
Simulcast Vertical Site Pro's	$15.00	14			$210.00	$2,520.00
Transmit Control Test Rack (includes: Scope, TIMMs, Alignment Radio)	$50.00	1			$50.00	$600.00
Total Titusville Simulcast Control Point					**$910.00**	**$10,920.00**

Palm Bay Simulcast Control Point	Unit Rate	Old Quantity	New Quantity		New Monthly Rate	Annual Rate
JPS Voters & Digital Voters per channel (included)	$0.00	60			$0.00	$0.00
Simulcast Mux's & IMC Mux	$25.00	4			$100.00	$1,200.00
Simulcast Common Equipment (includes:2 GPS receiver, GPS Dist, Router, Switch, Sync Shelf, Net Sentry, KVM)	$525.00	1			$525.00	$6,300.00
Simulcast Vertical Site Pro's	$15.00	20			$300.00	$3,600.00
Transmit Control Test Rack (includes: Scope, TIMMs, Alignment Radio)	$50.00	1			$50.00	$600.00
Total Palm Bay Simulcast Control Point				**$0.00**	**$975.00**	**$11,700.00**

Indian Harbor Beach Simulcast Control Point	Unit Rate	Old Quantity	New Quantity		New Monthly Rate	Annual Rate
JPS Voters & Digital Voters per channel (included)	$0.00	24			$0.00	$0.00
Simulcast Mux's & IMC Mux	$25.00	3			$75.00	$900.00
Simulcast Common Equipment (includes:2 GPS receiver, GPS Dist, Router, Switch, Sync Shelf, Net Sentry, KVM)	$525.00	1			$525.00	$6,300.00
Simulcast Vertical Site Pro's	$15.00	12			$180.00	$2,160.00
Transmit Control Test Rack (includes: Scope, TIMMs, Alignment Radio)	$50.00	1			$50.00	$600.00
				Projected 2017-1018 Costs:	**$830.00**	**$9,960.00**
Total Indian Harbor Beach Simulcast Control Point				**2016-2017 Costs:**	**$0.00**	**$0.00**

Titusville Simulcast TX Site	Unit Rate	Old Quantity	New Quantity	Old Monthly Rate	New Monthly Rate	Annual Rate
EDACS Simulcast Mastr 3 RF (incl Site Pro Trans Combiner)	$144.00	14			$2,016.00	$24,192.00
Tower Top Pre-Amp (TTA)w/receive mulitcoupler (does not include tower work)	$119.00	1			$119.00	$1,428.00
Simulcast TX Common Equipment Rack (includes: Mux, 2 GPS receiver, GPS Dist, Switch, Sync Shelf, Test Radio, Net Sentry, KVM)	$409.00	1			$409.00	$4,908.00
Licensed Microwave (per radio) To Scottsmoor	$116.00	2			$232.00	$2,784.00
Antenna coax sweep and combiner Annual adjustments (INCLUDED)	$0.00	1			$0.00	$0.00
Total for Titusville Simulcast TX Site				**$0.00**	**$2,776.00**	**$33,312.00**

Sharpes Simulcast TX Site	Unit Rate	Old Quantity	New Quantity		New Monthly Rate	Annual Rate
EDACS Simulcast Mastr 3 RF (incl Site Pro Trans Combiner)	$144.00	14			$2,016.00	$24,192.00
Tower Top Pre-Amp (TTA)w/receive mulitcoupler (does not include tower work)	$119.00	1			$119.00	$1,428.00
Simulcast TX Common Equipment Rack (includes: Mux, 2 GPS receiver, GPS Dist, Switch, Sync Shelf, Test Radio, Net Sentry, KVM)	$409.00	1			$409.00	$4,908.00
Antenna coax sweep and combiner Annual adjustments (INCLUDED)	$0.00	1			$0.00	$0.00
Total for Sharpes Simulcast TX Site				**$0.00**	**$2,544.00**	**$30,528.00**

Scottsmoor Simulcast TX Site	Unit Rate	Old Quantity	New Quantity	Old Monthly Rate	New Monthly Rate	Annual Rate
EDACS Simulcast Mastr 3 RF (incl Site Pro Trans Combiner)	$144.00	14			$2,016.00	$24,192.00
Tower Top Pre-Amp (TTA)w/receive mulitcoupler (does not include tower work)	$119.00	1			$119.00	$1,428.00
Simulcast TX Common Equipment Rack (includes: Mux, 2 GPS receiver, GPS Dist, Switch, Sync Shelf, Test Radio, Net Sentry, KVM)	$409.00	1			$409.00	$4,908.00
Licensed Microwave (per radio) To Titusville	$116.00	2			$232.00	$2,784.00
Antenna coax sweep and combiner Annual adjustments (INCLUDED)	$0.00	1			$0.00	$0.00
Total for Scottsmoor Simulcast TX Site				**$0.00**	**$2,776.00**	**$33,312.00**

Rockledge Simulcast TX Site	Unit Rate	Old Quantity	New Quantity	Old Monthly Rate	New Monthly Rate	Annual Rate
EDACS Simulcast Mastr 3 RF (incl Site Pro Trans Combiner)	$144.00	12	14	$1,728.00	$2,016.00	$24,192.00
Tower Top Pre-Amp (TTA)w/receive mulitcoupler (does not include tower work)	$119.00	1	1	$119.00	$119.00	$1,428.00
Simulcast TX Common Equipment Rack (includes: Mux, 2 GPS receiver, GPS Dist, Switch, Sync Shelf, Test Radio, Net Sentry, KVM)	$409.00	0	1		$409.00	$4,908.00
Antenna coax sweep and combiner Annual adjustments (INCLUDED)	$0.00	1	1	$0.00	$0.00	$0.00
Total for Rockledge Simulcast TX Site				**$1,847.00**	**$2,544.00**	**$30,528.00**

Palm Bay Simulcast TX Site	Unit Rate	Old Quantity	New Quantity	Old Monthly Rate	New Monthly Rate	Annual Rate
EDACS Simulcast Mastr 3 RF (incl Site Pro Trans Combiner)	$144.00	12	20	$1,728.00	$2,880.00	$34,560.00
Tower Top Pre-Amp (TTA)w/receive mulitcoupler (does not include tower work)	$119.00	1	1	$119.00	$119.00	$1,428.00
Simulcast TX Common Equipment Rack (includes: Mux, 2 GPS receiver, GPS Dist, Switch, Sync Shelf, Test Radio, Net Sentry, KVM)	$409.00	0	1	$0.00	$409.00	$4,908.00
Licensed Microwave (per radio) To Barefoot Bay	$116.00	1	2	$116.00	$232.00	$2,784.00
Antenna coax sweep and combiner Annual adjustments (INCLUDED)	$0.00	1	1	$0.00	$0.00	$0.00
Total for Palm Bay Simulcast TX Site				**$1,963.00**	**$3,640.00**	**$43,680.00**

Melbourne Simulcast TX Site	Unit Rate	Old Quantity	New Quantity	Old Monthly Rate	New Monthly Rate	Annual Rate
EDACS Simulcast Mastr 3 RF (incl Site Pro Trans Combiner)	$144.00	8	20	$1,152.00	$2,880.00	$34,560.00
Tower Top Pre-Amp (TTA)w/receive mulitcoupler (does not include tower work)	$119.00	1	1	$119.00	$119.00	$1,428.00
Simulcast TX Common Equipment Rack (includes: Mux, 2 GPS receiver, GPS Dist, Switch, Sync Shelf, Test Radio, Net Sentry, KVM)	$409.00	0	1	$0.00	$409.00	$4,908.00
Antenna coax sweep and combiner Annual adjustments (INCLUDED)	$0.00	1	1	$0.00	$0.00	$0.00
Total for Melbourne Simulcast TX Site				**$1,271.00**	**$3,408.00**	**$40,896.00**

Barefoot Bay Simulcast TX Site	Unit Rate	Old Quantity	New Quantity	Old Monthly Rate	New Monthly Rate	Annual Rate
EDACS Simulcast Mastr 3 RF (incl Site Pro Trans Combiner)	$144.00	12	20	$423.00	$2,880.00	$34,560.00
Tower Top Pre-Amp (TTA)w/receive mulitcoupler (does not include tower work)	$119.00	1	1	$119.00	$119.00	$1,428.00
Simulcast TX Common Equipment Rack (includes: Mux, 2 GPS receiver, GPS Dist, Switch, Sync Shelf, Test Radio, Net Sentry, KVM)	$409.00	0	1	$0.00	$409.00	$4,908.00
Licensed Microwave (per radio) To Palm Bay	$116.00	1	2	$116.00	$232.00	$2,784.00
Antenna coax sweep and combiner Annual adjustments (INCLUDED)	$0.00	1	1	$0.00	$0.00	$0.00
Total for Barefoot Bay Simulcast TX Site				**$658.00**	**$3,640.00**	**$43,680.00**

Indian Harbor Beach Simulcast TX Site	Unit Rate	Old Quantity	New Quantity	Old Monthly Rate	New Monthly Rate	Annual Rate
EDACS Simulcast Mastr 3 RF (incl Site Pro Trans Combiner)	$144.00		12		$1,728.00	$20,736.00
Tower Top Pre-Amp (TTA)w/receive mulitcoupler (does not include tower work)	$119.00		1		$119.00	$1,428.00
Simulcast TX Common Equipment Rack (includes: Mux, 2 GPS receiver, GPS Dist, Switch, Sync Shelf, Test Radio, Net Sentry, KVM)	$409.00		1		$409.00	$4,908.00
Antenna coax sweep and combiner Annual adjustments (INCLUDED)	$0.00		1		$0.00	$0.00
				Projected 2017-1018 Costs:	**$2,256.00**	**$27,072.00**
Total Indian Harbor Beach Simulcast Control Point				**2016-2017 Costs:**	$0.00	$0.00

Cocoa Beach Simulcast TX Site	Unit Rate	Old Quantity	New Quantity	Old Monthly Rate	New Monthly Rate	Annual Rate
EDACS Simulcast Mastr 3 RF (incl Site Pro Trans Combiner)	$144.00		12		$1,728.00	$20,736.00
Tower Top Pre-Amp (TTA)w/receive multicoupler (does not include tower work)	$119.00		1		$119.00	$1,428.00
Simulcast TX Common Equipment Rack (includes Mux, 2 GPS receiver, GPS Dist, Switch, Sync Shelf, Test Radio, Net Sentry, KVM)	$409.00		1		$409.00	$4,908.00
Antenna coax sweep and combiner Annual adjustments (INCLUDED)	$0.00		1		$0.00	$0.00
				Projected 2017-1018 Costs:	$2,256.00	$27,072.00
Total Cocoa Beach Simulcast Control Point				2016-2017 Costs:	$0.00	$0.00

Titusville Conventional Site	Unit Rate	Old Quantity	New Quantity	Old Monthly Rate	New Monthly Rate	Annual Rate
Conventional RF Channel (incl: Channel & TX Combiner) (RMACS)	$100.00	5		$500.00		$6,000.00
Conventional Tower Top Pre-Amp (TTA) w/receive multicouplers (does not include tower work)	$119.00	1		$119.00		$1,428.00
Multiplexer (MUX) (per T1)	$25.00	1		$25.00		$300.00
Antenna coax sweep and combiner Annual adjustments (INCLUDED)	$0.00	1		$0.00		$0.00
Total Titusville Conventional Site				$644.00	$0.00	$7,728.00
Rockledge Conventional Site	**Unit Rate**	**Old Quantity**	**New Quantity**	**Old Monthly Rate**	**New Monthly Rate**	**Annual Rate**
Conventional RF Channel (incl: Channel & TX Combiner) (RMACS)	$100.00	5		$500.00		$6,000.00
Conventional Tower Top Pre-Amp (TTA) w/receive multicouplers (does not include tower work)	$119.00	0		$0.00		$0.00
Multiplexer (MUX) (per T1)	$25.00	1		$25.00		$300.00
Antenna coax sweep and combiner Annual adjustments (INCLUDED)	$0.00	1		$0.00		$0.00
Total Rockledge Conventional Site				$525.00	$0.00	$6,300.00
Scottsmoor Conventional Site	**Unit Rate**	**Old Quantity**	**New Quantity**	**Old Monthly Rate**	**New Monthly Rate**	**Annual Rate**
Conventional RF Channel (incl: Channel & TX Combiner) (RMACS)	$100.00		5		$500.00	$6,000.00
Conventional Tower Top Pre-Amp (TTA) w/receive multicouplers (does not include tower work)	$119.00		1		$119.00	$1,428.00
Multiplexer (MUX) (per T1)	$25.00		1		$25.00	$300.00
Antenna coax sweep and combiner Annual adjustments (INCLUDED)	$0.00		1		$0.00	$0.00
				Projected 2017-1018 Costs:	$644.00	$7,728.00
Total Scottsmoor Conventional Site				2016-2017 Costs:	$0.00	$0.00
Melbourne Conventional Site	**Unit Rate**	**Old Quantity**	**New Quantity**	**Old Monthly Rate**	**New Monthly Rate**	**Annual Rate**
Conventional RF Channel (incl: Channel & TX Combiner) (RMACS)	$100.00	5		$500.00		$6,000.00
Conventional Tower Top Pre-Amp (TTA) w/receive multicouplers (does not include tower work)	$119.00	0		$0.00		$0.00
Multiplexer (MUX) (per T1)	$25.00	1		$25.00		$300.00
Antenna coax sweep and combiner Annual adjustments (INCLUDED)	$0.00	1		$0.00		$0.00
Total Melbourne Conventional Site				$525.00	$0.00	$6,300.00
Barefoot Bay Conventional Site	**Unit Rate**	**Old Quantity**	**New Quantity**	**Old Monthly Rate**	**New Monthly Rate**	**Annual Rate**
Conventional RF Channel (incl: Channel & TX Combiner) (RMACS)	$100.00	5		$500.00		$6,000.00
Conventional Tower Top Pre-Amp (TTA) w/receive multicouplers (does not include tower work)	$119.00	1		$119.00		$1,428.00
Mutual Aid RF Channel (includes Transmit Combiner)	$100.00	2		$200.00		$2,400.00
Multiplexer (MUX) (per T1)	$25.00	1		$25.00		$300.00
Antenna coax sweep and combiner Annual adjustments (INCLUDED)	$0.00	1		$0.00		$0.00
Total Barefoot Conventional Site				$844.00	$0.00	$10,128.00

Palm Bay IMC	Unit Rate	Old Quantity	New Quantity	Old Monthly Rate	New Monthly Rate	Annual Rate
IMC (South Switch)	$583.00	1		$583.00		$6,996.00
VIDA Equipment (includes:2-optical multiplexers, 1 KVM s, 1-cisco switch, 1-cisco router, 1 1 cisco power system, 1 GPS receiver)	$583.00	1		$583.00		$6,996.00

VIDA Equipment (includes:1 regional site manger, 1-regional Vida manger, 1-network switch server, 1-cisco switch, 1-gps clock, 1 cisco power system, 1 router, 1GPS Receiver)	$783.00	1		$783.00		$9,396.00
EDACS Migration Gateway and GVIU's, router, switch, 1 GMIM card	$300.00	1	6	$300.00	$600.00	$7,200.00
Multiplexer (MUX) (per T1)	$25.00	5		$125.00		$1,500.00
4-optical multiplexers	$25.00	4		$100.00		$1,200.00
SLERS Interop Gateway, 4 channel UAC	$25.00	4		$100.00		$1,200.00
Canoe Creek Aggregation Router, SLERS Aggregation Router and switch	$25.00	1		$25.00		$300.00
		Total Palm Bay IMC		$2,474.00	$600.00	$33,288.00

Titusville - North IMC	Unit Rate	Old Quantity	New Quantity	Old Monthly Rate	New Monthly Rate	Annual Rate
IMC (North Switch)	$583.00	1	1	$583.00	$583.00	$6,996.00
Multiplexer (MUX) (per T1)	$25.00	5	5	$125.00	$125.00	$1,500.00
		Total Palm Bay IMC		$708.00	$708.00	$8,496.00

Rockledge VIDA 10A High Availability	Unit Rate	Old Quantity	New Quantity	Old Monthly Rate	New Monthly Rate	Annual Rate
VIDA Equipment (includes:2-optical switches, 1 KVM s, 2 Dell VAS servers with 23 Virtual Machines, 2 WAR Routers, 2 RAR switches, 1 RFW Firewall, 1 SAN storage array, 1 cisco power system, 1 GPS receiver, 2 optical mux	$1,112.00		1		$1,112.00	$13,344.00
		Total Palm Bay IMC		$0.00	$1,112.00	$13,344.00

Other	Unit Rate	Old Quantity	New Quantity	Old Monthly Rate	New Monthly Rate	Annual Rate
Bi-Amp - Moore Justice Center	$46.00	1	1	$46.00	$46.00	$552.00
		Total Other		$46.00	$46.00	$552.00

EOC/EMERGENCY MANAGEMENT Mastr III's at various locations	Unit Rate	Old Quantity	New Quantity	Old Monthly Rate	New Monthly Rate	Annual Rate
Conventional RF Channel (Master III)	$100.00	18	18	$1,800.00	$1,800.00	$21,600.00
		Total EOC/Emergency Management		$1,800.00	$1,800.00	$21,600.00

USAI TRAILER MOBILE SITE	Unit Rate	Old Quantity	New Quantity	Old Monthly Rate	New Monthly Rate	Annual Rate
EDACS Mastr 3 RF (includes: Combiner)	$144.00	7	7	$1,008.00	$1,008.00	$12,096.00
Conventional RF Channel (Master III)	$100.00	1	1	$100.00	$100.00	$1,200.00
Desktop UHF repeater	$44.00	1	1	$44.00	$44.00	$528.00
Conventional Tower Top Pre-Amp (TTA) w/receive multicouplers (does not include tower work)	$119.00	1	1	$119.00	$119.00	$1,428.00
SRN 224 Switch	$10.00	1	1	$10.00	$10.00	$120.00
Spectracom Net Clock	$16.00	1	1	$16.00	$16.00	$192.00
		Total USAI Trailer Mobile Site		$1,297.00	$1,297.00	$15,564.00

	Total Infrastructure				$401,856.00
	Monthly Total				$33,488.00

This is verifying equipment only and is not authorizing payment.

Equipment List Approval:

Signature:

Printed Name: Kimberly Prosser

Date Approved:

Note:

No unit price increase. Total price increase reflects new/additional equipment.

Any equipment other than listed above installed on the system in the future will need to added to this price sheet.

ATTACHMENT C
Service Rates

DEMAND SERVICES (Per hour per employee)

Normal Hourly Demand Rate for 8 hours X 5 days (8 AM though 5 PM, Monday-Friday) billable in 1/10 hour increments	$82.50/hr
After Hours Demand Hourly Rate (All other times and emergency situations)	$123.75/hr

Install and removals of equipment into fleet vehicles will be completed at the hourly demand rate as listed above and, upon request, with a quote

PROFESSIONAL SERVICES (Per hour per employee)
(billable in 1/10 hour increments)

System Design Engineering Hourly Rate	$150.00
Engineering Hourly Rate	$150.00
RF Propagation Hourly Rate	$150.00
Inter-modulation Study Hourly Rate	$120.00
Fleet Map Structure Hourly Rate	$120.00
Traffic Analysis Hourly Rate	$120.00
Dispatch Center Consulting Hourly Rate	$120.00
FCC frequency searches Hourly Rate	$120.00

COORDINATION OF RADIO SYSTEMS OPERATIONS

Monthly rate for professional services, per person:	By Quote Only

In-building Public Safety Radio System Signal

Initial assessment	$645 +$10 per Grid >20
Post BDA/DAS system installation assessment	$825 +$15 per Grid >20
Annual operational assessment	$250

ATTACHMENT D
Pricing Discounts

Pricing discounts for all Harris manufactured equipment will be at the current Public Safety discount level of **25% off list price** as published on the Harris website. All list pricing will reference the most current pricing available from Harris Corporation.

All other vendor items will be priced to the County at either current published "Public Safety or Government" discount levels or at a minimum of **5%** discount from the manufacturer's published list price, whichever provides the better discount level to the Customer.

Discounts on all other manufactured equipment, custom equipment, and software not having published pricing or discount levels will be quoted at the time of request. All prices will be at best pricing offered to Public Safety agencies by Ci in the State of Florida.

ATTACHMENT E
Per Unit Equipment Maintenance and Certification Pricing

Radar Recertification (per certification)	$40.00
Laser Recertification (per certification)	$65.00
Tint Meter Recertification (per certification	$15.00

Monthly Maintenance Contract Rates

Mobile Radios	$ 10.00
Portable Radios	$ 10.00
Desktop Stations	$ 16.00
Dual Control Adders	$ 3.00
EMC Interface	$ 11.00
Zetron Encoder	$ 28.00
Decoders (STALII's)	$ 13.00
Zetron Switch	$ 75.00
Consoles	$100.00

Demand Service Rates – User Terminal Programming

Portable Radio	$32.50
Front Mount Mobile Radio	$32.50
Remote Mount Mobile Radio	$32.50
Dual Control Mobile Radio	$55.00
RF Control Station	$60.00
Remote control (for RF control station/base station)	$85.00

ATTACHMENT F
System Failure Escalation Procedure

1. Upon notification of a system failure the on-call technician will immediately (within 15 minutes) contact the customer-designated location to ascertain the nature of the failure and its location. The technician will then promptly address the problem to isolate the cause and/or repair as necessary. A maximum response time of TWO HOURS is allotted for the on-call technician to arrive to the trouble location from the time the problem is reported to the Ci call center by the Customer.

2. Should the technician be unable to locate the failure cause or repair the problem within ONE HOUR after arriving at the site of the failure or callout, the Ci RF system engineer assigned to Brevard County will be notified. If the RF engineer is unable to respond or the problem is of unusual complexity, the technician will notify the Ci Regional Manager assigned to Brevard County.

3. The Ci Regional Manager will then assess the situation along with the repair diagnosis and the progress in implementation of the repair. If the resolution is not forecast - within an hour, the Ci Regional Manager may request assistance from other Ci offices and personnel to expedite the repair. The Ci Regional Manager will also, at this point, contact the Brevard County Emergency Management radio system contact to inform of the situation and the repair status.

4. Should a repair be of such scope and complexity as to exceed eight (8) hours in duration, the Ci Regional Manager will contact the Ci Vice President of Services to advise of the situation and to request such assistance as may be required. The Ci Regional Manager will also, at this point, contact the Brevard County Emergency Management radio system contact to inform of the situation and the repair status.

ATTACHMENT G
Specialized Service – Radio System Enhancement

As needed by the County, the County may issue a RFP or solicitation for bid Specialized Services. Alternatively, the County may submit a request for a price proposal for Specialized Service in writing to Ci. Ci shall perform the Specialized Services as agreed to in writing by the Parties. These services shall be paid for as Special Order. Ci shall not begin work on Specialized Services until receipt of a written notice by the County to begin work. The procedure for authorization of Specialized Services by the Director of Brevard County Emergency Management Office is as follows:

1. The County submits a request for a price proposal with a description of the Specialized Service to be performed. Ci provides written price proposal with scope of work to be performed and schedule for completing the work, specifying all Sole Source Services and/orProducts.
2. The County identifies the percentage of Sole Source Services and/or Products out of the total project cost and evaluates the proposal within the Specialized Services categorization. Services and/or Products outside of the Sole Source definition and for $15,000.00 or above in value, should be obtained by the County, via Bid/Proposal/Competitive Negotiated Agreement and reviewed and approved by the County.
3. Following agreement on scope, sub-contractors, schedule and fees, the County approves authorization to proceed by way of a written SRO.
4. Ci shall provide a project team to manage and oversee the implementation of the enhancement, providing a project manager who will serve as the primary point of contact for the County and who will be responsible for developing the project plan, outlining major milestones, work tasks and schedules. In addition, the project manager will oversee Ci staff and approved sub-contractors assigned with responsibilities for various aspects of development and implementation plan.

ATTACHMENT H
Initial Assessment Test – Forms and Protocol

INITIAL ASSESSMENT TESTING PLAN
FOR

CUSTOMER X BUILDING
800 MHz Public Safety Communications

TABLE OF CONTENTS

DOCUMENT INFORMATION **3**

DEFINITIONS and ASSUMPTIONS **4**

1. TEST PREPARATION AND PREREQUISITES **5**

1.1 Setup 5

2. IN-BUILDING SIGNAL STRENGTH TEST **6**

2.1 Service Area Boundary 6

2.2 Data Measurements 6

2.3 Results Presentation 7

TABLE 1 SIGNAL STRENGTH TEST GRADING TEMPLATE **8**

3. SPECTRUM ANALYZER CAPTURES **10**

ABOUT THIS DOCUMENT

This document was specifically prepared for the customer shown below.

Customer:	Place Customer Name here
Site Location:	Place Customer Site Location Here (follow example below)
	Customer Briefing Center
	1025 Nasa Boulevard
	Melbourne, Florida 32901
Prepared By:	Communications International
RF Technician:	Place Ci Technician Name here
Total Test Pages:	**22**

Document Revision: Rev A, 7/13/2016

DEFINITIONS

ATP	Acceptance Testing Procedure
Yearly Maintenance	Essentially a repeat of the same level of testing that occurs during the Acceptance Testing (ATP)
Ci	Communications International
CPC	Channel Performance Criterion
DAS	Distributed Antenna System
DAQ	Delivered Audio Quality
Downlink	In-bound radio signal (from Donor RF site to test building)
NFPA	National Fire Protection Association
NFPA 72	National Fire Alarm and Signaling Code, Rules covering the application, installation, location, performance, inspection, testing, and maintenance of emergency communications systems (ECS)
RF	Radio Frequency
Donor RF Site	Radio system tower location
Donor Antenna	Building Outdoor Antenna
Mobile Antenna	In-Building Antenna (DAS)
Spectrum Analyzer	Radio Test equipment, a device for measuring and analyzing RF signals
TIA	Telecommunications Industry Association
TSB	Telecommunications Systems Bulletin
Uplink	Out-bound radio signal (to Donor RF site from test building)
dBM	RF Level Measurement
RSSI	An RF level measurement, derived from a portable test radio, usually in dBM, (used synonymously with dBM in this document)

ASSUMPTIONS

1. The contractor will provide building prints, before testing begins, of the building under test, with the test grids overlaid as required by NFPA, for use during testing. Ci will not be performing any design work, including the test grids.
2. It is assumed that Ci will have unrestricted (or escorted) access to the building under test.
3. It is assumed that testing will be performed in a single coordinated mobilization effort.
4. Ci will provide all the required test equipment, support equipment, and test radios required to perform the prescribed testing. Customer/contractor provided equipment can be used for comparative measurements, but the results will be based on Ci provided equipment and radios.

1. *TEST PREPARATION AND PREREQUISITES*

The following preparations shall be made prior to the Acceptance Test Procedure:

Test Portable Radios

a. Freshly calibrated test portable radios with calibrated FCC Menu feature enabled, programmed with the latest released flash and DSP software versions, and equipped with a unity gain antenna.
b. Fully charged and conditioned portable radio batteries.
c. At least 1 spare portable radio battery, fully charged.

Spectrum Analyzer Equipment

a. Currently calibrated handheld device (example: Anritsu Cell Master or equivalent device) with a unity gain antenna.
b. Fully charged battery pack.

1.1 Setup

A calibrated RF Signal Analyzer with an antenna gain proportional to the local agency's standard portable radio antenna (unity gain) is utilized to measure noise floor performance in the uplink and downlink paths. In addition to the RF Signal Analyzer, a portable radio capable of communicating on the local Public Safety agency's frequencies will be used to provide RSSI measurements (RF level in dBM) on the downlink path.

All frequencies used for the Signal Strength tests will be frequencies currently utilized by the local Public Safety agency. If for some reason these frequencies cannot be made available, test frequencies from within the designed frequency band will be used. For downlink (in-building) Signal Strength tests, it is recommended that an active test channel such as a trunking system control channel be used for RF level measurements.

2. *IN-BUILDING SIGNALSTRENGTH TEST*

2.1 Service Area Boundary

TSB-88-C recommends coverage verification measurements at a statistically significant number of random test locations, uniformly distributed throughout the service area. To accomplish this, the service area is divided by a grid pattern with a minimum of 20 grids for each floor of the building to be tested. For most buildings, using a minimum grid dimension of 20 ft. (6.1 m) and a maximum of 80 ft. (24.4 m) will suffice to encompass the entire floor area.

Downlink (in-building) Signal strength measurements will be made in all accessible grids within the defined service area boundary.

2.2 Data Measurements

The test grid approach will be used to verify coverage throughout the building. Each floor of the building will be divided into 20 grids, and each grid will be given a designation on the building drawings. Two testers will be involved with performing these tests. Both testers will be located inside the building. The testers will select a grid and visit each area to verify coverage using the following method:

Downlink Signal Level

- One tester will observe and record the RSSI (in dBm) of the channel under test using the FCC Menu on the portable radio, at the center of each grid.
- The other tester will assist in recording data, and use a Spectrum Analyzer with the center frequency tuned to an active channel or control channel and take the following measurements:
    - One Spectrum Analyzer sweep captured inside the facility, demonstrating the noise floor and the Test Channel or Control Channel on the downlink path.
    - One Spectrum Analyzer sweep captured outside the facility, demonstrating the noise floor and the Test Channel or Control Channel on the downlink path.
    - One Spectrum Analyzer sweep captured outside the facility, demonstrating the noise floor and active carriers in the same receive band (806-816 MHz) of the local agencies' 800 MHz trunked radio system on the uplink path.
- The Spectrum Analyzer can also be utilized to verify the the portable radio's calibrated RSSI meter.
- Each Spectrum Analyzer sweep will be saved and stored for submittal in the final documentation package to the County.

- The name of the sweeps must employ a consistent naming convention that is clear and understandable in the final documentation package.

2.3 Results Presentation

A test report is provided that includes:

- the number of test grids
- the location tested within each grid
- a copy of the Table 3 grading template used by each grader

Table 1:
Signal Strength Test Grading Template

Coverage Test Data for: Place Customer Name here Date: _____

Requirement: -95 dBM or better

Check the link used: ☐ Analog Voice ☐ Digital Voice ☐ In-building from Site (Downlink) ☐ Site from in-building (Uplink)

Check the test type: ☒ Initial Assessment ☐ Acceptance

Ci Evaluator:	Customer's Representative:
Test Bldg. Location:	Organization:
Donor Site Location:	Test Radio Model:
Test Channel #:	Test Channel Frequency:
Control Channel #:	Control Channel Frequency:

Grid Number	RF Level (-dBm) in building	DAQ Grade (inbound-from-site)	DAQ Grade (outbound-to-site)	RF Level (-dBm) At Site	Remarks	PASS / FAIL Score

(One row for each test location)

ATTACHMENT I
Final Acceptance Test
Post – BDA/DAS Installation
Assessment
Forms and Protocol

ACCEPTANCE TESTING PLAN FOR

CUSTOMER X BUILDING
700/800 MHz BDA and DAS

TABLE OF CONTENTS

DOCUMENT INFORMATION **1**

DEFINITIONS and ASSUMPTIONS **2**

1. TEST PREPARATION AND PREREQUISITES **3**

2. CUSTOMER APPROVAL **4**

3. SYSTEM ACCEPTANCE **5**

4. VISUAL INSPECTION **6**
4.1 Visual Inspection 6

5. POWER SUPPLY **7**
5.1 Primary and Secondary Power Supply 7

6. SYSTEM MONITORING **8**
6.1 Alarm System 8

7. IN-BUILDING SIGNAL STRENGTH TEST **9**
7.1 Setup 9
7.2 Service Area Boundary 10
7.3 Data Measurements 10
7.4 Grading of Test Locations 11
7.5 Coverage Acceptance Criteria 12
7.6 Results Presentation 13

TABLE 3 SIGNAL STRENGTH TEST GRADING TEMPLATE **14**

8. SPECTRUM ANALYZER CAPTURES and INSTALLATION PICTURES **16**

ABOUT THIS DOCUMENT

This document was specifically prepared for the customer shown below.

Customer:	Place Customer Name here
Site Location:	Place Customer Site Location Here (follow example below) Customer Briefing Center 1025 Nasa Boulevard Melbourne, Florida 32901
Prepared By:	Communications International
RF Technician:	Place Ci Technician Name here
Total Test Pages:	**22**

Document Revision: Rev A, 7/13/2016

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Spectrum Analyzer	Radio Test equipment, a device for measuring and analyzing RF signals
TIA	Telecommunications Industry Association
TSB	Telecommunications Systems Bulletin
Uplink	Out-bound radio signal (to Donor RF site from test building)
dBM	RF Level Measurement
RSSI	An RF level measurement, derived from a portable test radio, usually in dBM, (used synonymously with dBM in this document)

ASSUMPTIONS

1. The contractor will provide building prints, before testing begins, of the building under test, with the test grids overlaid as required by NFPA, for use during testing. Ci will not be performing any design work, including the test grids.
2. It is assumed that Ci will have unrestricted (or escorted) access to the building under test.
3. It is assumed that testing will be performed in a single coordinated mobilization effort.
4. It is assumed that Ci will be able to disable the BDA system, or power it down if necessary, and the contractor/building owner acknowledges that this may set off alarms monitored by the fire alarm panel, and any automated annunciations that may result.
5. Ci will need access to the roof, or wherever the donor (outside antenna) is located.
6. Ci will provide all the required test equipment, support equipment, and test radios required to perform the prescribed testing. Customer/contractor provided equipment can be used for comparative measurements, but the results will be based on Ci provided equipment and radios.
7. If any personnel lift devices are required, it is assumed that the contractor will provide.
8. If punch list items exist after the test, or a re-test is needed, it will be the responsibility of the contractor and/or the contractor's BDA system provider to correct and provide documentation, or, if needed, schedule a repeat visit with Ci for re-test.
9. It is assumed that the BDA system will be disabled from transmitting outside of the building until the Acceptance Test is completed successfully.

1. TEST PREPARATION AND PREREQUISITES

The following preparations shall be made prior to the Acceptance Test Procedure:

Test Portable Radios

a. Freshly calibrated test portable radios with calibrated FCC Menu feature enabled.
b. Fully charged and conditioned portable radio batteries.
c. At least 1 spare portable radio battery, fully charged.

Spectrum Analyzer Equipment

a. Currently calibrated handheld device (example: Anritsu Cell Master or equivalent device) with a unity gain antenna.
b. Fully charged battery pack.
c. Connectors and test cables as appropriate, all in good repair and prior tested and verified.

Coordination

Ci will coordinate and schedule with the contractor as appropriate. Consideration will be given to such items as:

a. BDA Battery Backup will need to be tested. Ensure Fire Alarm people are present and that they are aware of this *before* we set off the fire alarm system and its automated announcements.
b. BDA system may need to be disabled (turned off) at some point during testing to determine levels, noise floor, interference, etc.
c. A test channel on the donor site will facilitate a smoother test. Coordinate with Ci site personnel as required to determine which test channel will be utilized, what frequency it is, as well as the current control channel, its corresponding frequency, etc.

Cellular Phones

To facilitate a smoother test, all Ci test personnel shall have a cell phone with a fully charged battery, for the following uses:

a. Communication/coordination with other test personnel in the event that radio contact cannot be established.
b. The phone's camera feature can be utilized, if a dedicated digital camera is not available, to capture good quality images of the installation, as required.
c. Digital Pictures to provide, at a minimum. See examples attached to this document in Section 8. Replace with job-specific ones.
    i. Installation of amplifier, donor antenna, donor grounding, antenna mast, etc
    ii. FCC ID plate on amplifier
    iii. Grounding points (amplifier and bus bar, etc.)
    iv. Battery Cabinet
    v. Alarms Contacts
    vi. BDA system provider's label with contact info: name of firm

2. *CUSTOMER APPROVAL*

This Acceptance Test Procedure has been read and approved for use as the system acceptance test.

Customer:	Place Customer Name Here
Site Location:	Place Customer Site Location Here (follow example below)
	Customer Briefing Center
	1025 Nasa Boulevard
	Melbourne, Florida 32901

Customer Representative	**Ci Representative**
Signature	Signature
Printed name and title	Printed name and title

3. *SYSTEM ACCEPTANCE*

This Acceptance Test Procedure has been successfully completed.

Customer:	Place Customer Name Here
Site Location:	Place Customer Site Location Here (follow example below) Customer Briefing Center 1025 Nasa Boulevard Melbourne, Florida 32901

Customer Representative	**Ci Representative**
Signature	Signature
Printed name and title	Printed name and title
Date	Date

4. *VISUAL INSPECTION*

4.1 Visual Inspection

Setup

Prior to the actual acceptance test, a physical inspection of the equipment must be performed. All equipment locations must be inspected. Any discrepancy, which affects operator safety must be corrected before the remaining tests are performed. Capture with pictures.

Execution

1. Verify the area is clean and that all cabinets and racks are both clear of debris and clean.
2. Verify all equipment cabinets/enclosures are mounted per the design, secured and grounded.
3. Verify all cables are dressed, secured and correctly marked.
4. Verify all nameplates and labels are in place. Verify Servicer's name, address, and phone number info are clearly labelled on the front panel of the amplifier and battery cabinets. Verify amplifier FCC label is present.
5. Verify all protective foam, tape, and packing material has been removed.

Results		(Pass/Fail)	_____
Tester:	_____	Date:	_____
Comments:	_____		
	_____		
	_____		

5. *POWER SUPPLY*

5.1 Primary and Secondary Power

Execution

1. Verify the unit contains a primary and secondary power supply.
2. Verify that the primary power supply is connected to a dedicated branch electrical circuit.
3. Verify that the secondary power supply is connected to a battery backup system and that the batteries are installed in a NEMA 4 or 4X type enclosure.
4. Disable the primary power supply and verify that the battery backup system continues to power the unit.
5. Re-enable the primary power supply.

Results		(Pass/Fail)	_____
Tester:	_____	Date:	_____
Comments:	_____		
	_____		
	_____		

6. *SYSTEM MONITORING*

6.1 Alarm System

Execution

1. Disconnect the primary AC power to the unit and verify that the N.O. contact on the DC backup alarm shorts to ground.

2. Disconnect the donor antenna and verify that the N.O. contact on the antenna alarm shorts to ground.

3. The ODSC / Mobile Antenna alarm is only generated when a component failure occurs within the unit. For testing purposes, physically short the N.O. and ground leads for the ODSC / Mobile Antenna alarm together and verify that the alarm is seen at the fire alarm panel. Once the test is complete, disconnect the manual short circuit between the N.O. and ground leads.

Results		(Pass/Fail)	_____
Tester:	_____	Date:	_____
Comments:	_____		
	_____		
	_____		

7. IN-BUILDING SIGNALSTRENGTH TEST

This Acceptance Test Procedure (ATP) is used by Ci for RF coverage verification based on signal strength measurements. This procedure provides an accurate, statistically valid, repeatable, objective, and cost-effective method to verify all coverage requirements are met.

This ATP is in conformance with NFPA 72 and Telecommunications Industry Association (TIA) Telecommunications Systems Bulletin TSB-88-C titled "Wireless Communications Systems - Performance in Noise and Interference-Limited Situations - Recommended Methods for Technology-Independent Modeling, Simulation, and Verification". TSB-88-C has defined Channel Performance Criterion (CPC) as the specified minimum design performance level in a faded channel, and provides a set of Delivered Audio Quality (DAQ) CPCs that define subjective voice quality performance applicable to both analog voice and digital voice systems.

TSB-88-C also defines a service area as a boundary of the geographic area of concern for a user, and states that Validated CPC Service Area Reliability shall be determined by the percentage of test locations in the bounded service area that meet or exceed the specified CPC. Ci has proposed a Bounded Area design for the Customer as defined in TSB-88-C wherein coverage predictions are made out to the boundary of the defined service area and coverage is verified throughout the service area out to the boundary through the performance of a Validated CPC Service Area Reliability test.

RF coverage using this ATP is verified by measuring downlink (in-building) signal strength throughout the Customer's defined bounded service area, and calculating the percentage of measurements that equal or exceed a -95 dBm signal level at a portable radio required to support the Customer's specified CPC of DAQ 3.0.

7.1 Setup

A calibrated RF Signal Analyzer with an antenna gain proportional to the local agency's standard portable radio antenna is utilized to measure coverage performance in both the uplink and downlink. In addition to the RF Signal Analyzer, a portable radio capable of communicating on the local Public Safety agency's frequencies will be used to provide Delivered Audio Quality (DAQ) testing at both the uplink and downlink.

All frequencies used for the Signal Strength tests will be frequencies currently utilized by the local Public Safety agency. If for some reason these frequencies cannot be made available, test frequencies from within the designed frequency band will be used. For downlink (in-building) Signal Strength tests, it is recommended that an active test channel such as a trunking system control channel be used for Signal Analyzer measurements. For the uplink (site) Signal Strength tests and DAQ tests, a test frequency will be designated that will allow in-bound and out-bound voice testing.

7.2 Service Area Boundary

TSB-88-C recommends coverage verification measurements at a statistically significant number of random test locations, uniformly distributed throughout the service area. To accomplish this, the service area is divided by a grid pattern with a minimum of 20 grids for each floor of the building to be tested. For most buildings, using a minimum grid dimension of 20 ft. (6.1 m) and a maximum of 80 ft. (24.4 m) will suffice to encompass the entire floor area.

Downlink (in-building) Signal strength measurements will be made in all accessible grids within the defined service area boundary. Uplink (site) Signal strength measurements will be performed at the local Public Safety agency's closest RF site.

7.3 Data Measurements

The grid approach mentioned in section 6.2 will be used to verify coverage throughout the building. Each floor of the building will be divided into 20 grids, and each grid will be given a designation on the installation drawings. Three testers will be involved with performing these tests. Two testers will be located inside the building, while a third tester will be pre-positioned at the local Public Safety agency's closest RF site. The in-building testers will select a grid and visit each area to verify coverage using the following method:

Downlink Signal Level

- The in-building tester will observe and record the RSL (in dBm) of the channel under test using the FCC Menu on the portable radio, at the center of each grid (this can be performed simultaneously to the DAQ testing).
- The in-building tester will use a Spectrum Analyzer with the center frequency tuned to an active channel or control channel and take the following measurements:
    - One Spectrum Analyzer sweep captured at the center of a grid (record which grid) that has a very high signal level. Sweep must contain the test channel, the control channel, and at least one other downlink carrier of the donor site.
    - One Spectrum Analyzer sweep captured at the center of a grid (record which grid) that has a relatively weak signal level. Sweep must contain the test channel, the control channel, and at least one other active carrier from the donor site.
- Each Spectrum Analyzer sweep will be saved and stored for submittal in the final documentation package to the County.
- The name of the sweeps must employ a consistent naming convention that is clear and understandable in the final documentation package.

Downlink and Uplink Delivered Audio Quality (DAQ)

- The in-building tester will then move to the center of the grid and make a test call using a portable radio at hip level on a known test channel or frequency. The test call will consist

of announcing the grid number, followed by a count from one to five. The receiving party (site tester) will acknowledge the call and describe the reception. This test will be performed in both the uplink and downlink paths in the center of each grid.

- The in-building tester will observe and record the Downlink RSL (in dBm) of the channel under test using the FCC Menu on the portable radio, at the center of each grid.
- If the Customer has identified a "Critical Area" within the test grid, perform the same test as above in addition to the standard grid test point.

Uplink Signal Level

- While remaining in the center of the test grid, the in-building tester will key up the portable radio at hip level with no voice audio. The site tester will use a Spectrum Analyzer connected to the site's receiver sub-system with the center frequency tuned to the test channel or RX frequency and measure the signal level of the test call. To save time, this test can also be perfomed during the downlink side of the DAQ test. Record all levels results.

7.4 Grading of Test Locations

The Signal Strength test requires two test teams. The first group will be the in-building team, which will walk the building grids on each floor, perform the Spectrum Analyzer readings, perform outgoing calls, and grade the incoming calls. The second group of representatives will be the Site team, which will remain at the Public Safety agency's closest RF Site, perform Spectrum Anaylyzer readings, grade the incoming calls, and perform the outgoing calls.

At the center of each designated grid test location, with the in-building team representatives, portable to site (outgoing) and site to portable (incoming) test calls are performed. Per TSB-88-C, if the message is not understood on the first attempt the portable user is allowed to move 5-feet in any direction and the test can be repeated one time.

The voice test calls consist of a short message representative of typical public safety call duration and include the identification of the location being tested. The suggested in-building team's test message is "TESTING GRID NUMBER XXX", followed by a count from one to five. To ensure that the message is understood, the site team then repeats the incoming test message. The site team will then make a similar outgoing test call. The suggested outgoing test message is "CONFIRMING GRID XXX", followed by a count from one to five. The in-building team will then repeat the site team's test message.

Each of the four representatives grades the test call using the Table 1 DAQ definitions and records the test score for each test location using the template in Table 3. PASS or FAIL determination is made separately for the inbound and outbound calls at each location. For each call direction, a test location is deemed to PASS if it meets or exceeds the Customer's requirement for DAQ 3.0 voice quality from both graders. If both graders agree that the voice quality does not meet the defined DAQ 3.0 criteria, then that test location fails for the direction being graded. If a score differs between testers at a location that results in a failing score from only one tester, that

location will need to be tested again to determine the cause of the discrepancy. If the discrepancy cannot be rectified, then that grid will be set aside for discussion and evaluation.

Delivered Audio Quality	Subjective Performance Description
DAQ 5.0	Speech easily understood.
DAQ 4.5	Speech easily understood. Infrequent Noise/Distortion.
DAQ 4.0	Speech easily understood. Occasional Noise/Distortion.
DAQ 3.4	Speech understandable with repetition only rarely required. Some Noise/Distortion.
DAQ 3.0	**Speech understandable with slight effort. Occasional repetition required due to Noise/Distortion.**
DAQ 2.0	Understandable with considerable effort. Frequent repetition due to Noise/Distortion.
DAQ 1.0	Unusable, speech present but unreadable.

TABLE 1 – Delivered Audio Quality Scale Definitions

All signal level measurements made with the RF Spectrum Analyzers will also be entered into the template in Table 3.

7.5 Coverage Acceptance Criteria

All measurement data records collected from the testers within the defined service area boundary are post-processed and used in the final analysis.

The installed system coverage is deemed to meet the coverage requirements if, for each bounded service area in Table 1, the ratio of the number of PASS points to the total number of points in the service area equals or exceeds the minimum % Validated CPC Service Area Reliability acceptance criteria that is shown.

Service Area Definition	Description	Measured Signal Level dBm	DAQ Grade	% Validated CPC Service Area Reliability Acceptance Criteria
General Grid Areas	Uplink / Downlink	95 / 95	3.0	90%
Critical Areas	Uplink / Downlink	95 / 95	3.0	99%

TABLE 2 – Coverage Service Area, Signal Level, and Acceptance Criteria

7.6 Results Presentation

A test report is provided that includes:

- the number of test grids
- the location tested within each grid
- a copy of the Table 3 grading template used by each grader
- the PASS/FAIL score for each test grid/location for each call direction
- the % PASS calculation for the service area
- a statement of overall test acceptance or failure of coverage.
- Good qulaity digital pictures as defined in Section 1. Include in this document at the end.

Results		(Pass/Fail)	_____
Tester:	_____	Date:	_____
Comments:	_____		
	_____		
	_____		

Table 1:
Signal Strength Test Grading Template

Coverage Test Data for: Place Customer Name here Date: _____

Requirement: -95 dBM or better

Check the link used:
- ☐ Analog Voice
- ☐ Digital Voice
- ☐ In-building from Site (Downlink)
- ☐ Site from in-building (Uplink)

Check the test type:
- ☒ Initial Assessment
- ☐ Yearly Maint Check
- ☐ Acceptance

Ci Evaluator:	Customer's Representative:
Test Bldg. Location:	Organization:
Donor Site Location:	Test Radio Model:
Test Channel #:	Test Channel Frequency:
Control Channel #:	Control Channel Frequency:

Grid Number	RF Level (-dBm) in building	DAQ Grade (inbound-from-site)	DAQ Grade (outbound-to-site)	RF Level (-dBm) At Site	Remarks	PASS / FAIL Score

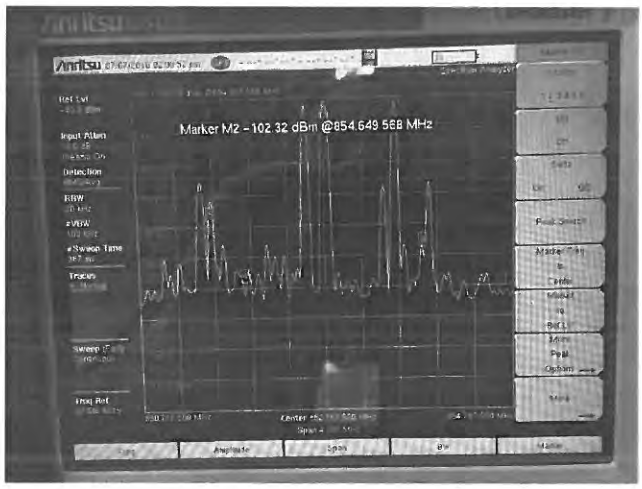
(One row for each test location)

Grid Number	RF Level (-dBm) In Building.	DAQ Grade (inbound-from-site)	DAQ Grade (outbound-to-site)	RF Level (-dBm) At Site	Remarks	PASS / FAIL Score

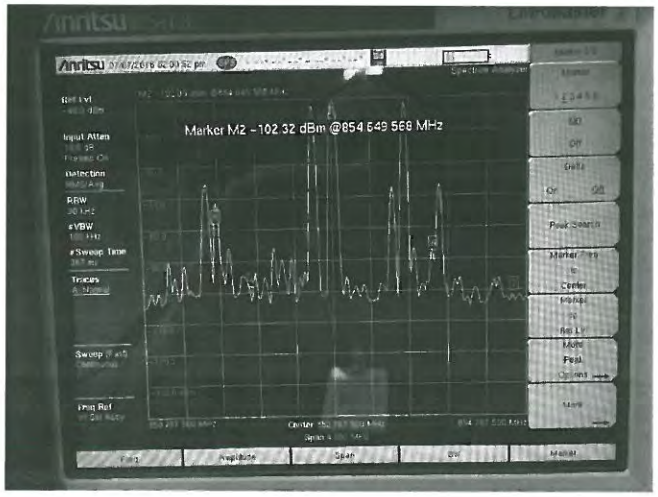
8. *TEMPLATE FOR DIGITAL PICTURES. REPLACE BELOW WITH ACTUAL, JOB-SPECIFIC ONES. THE BELOW IS MINIMUM. MORE IS BETTER.*

Spectrum Analyzer Downlink with Test Carrier, Control Channel Carrier, and other active Donor Carriers-Strong Level Capture, Test Grid x

Spectrum Analyzer Downlink with Test Carrier, Control Channel Carrier, and other active Donor Carriers-Weaker Level Capture, Test Grid x



Spectrum Analyzer Uplink (taken at RF Donor Site) with Test Channel Received from Test Building

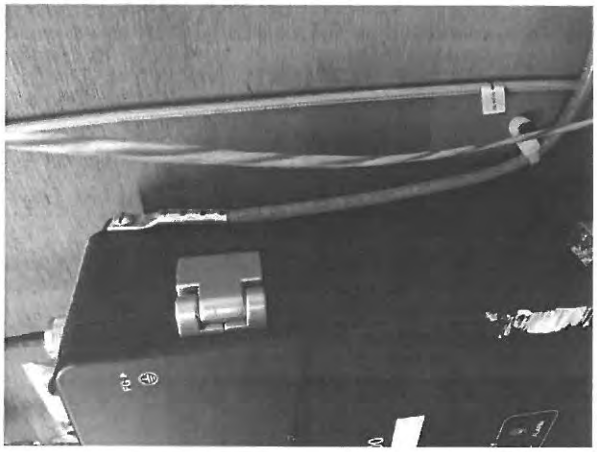


Example Amplifier Front:

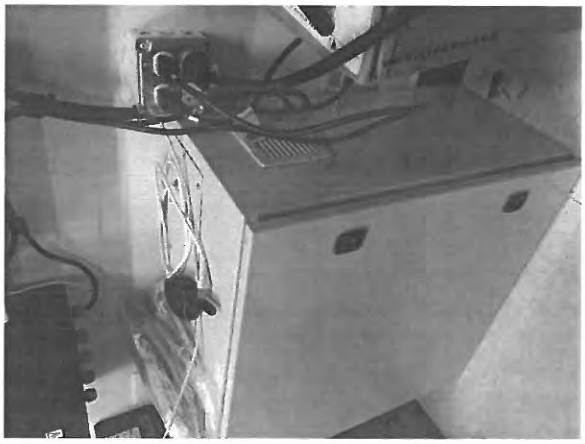
Example FCC Label, Alarm Connector, and Power Connector: bottom of unit

Example Ground Buss Bar

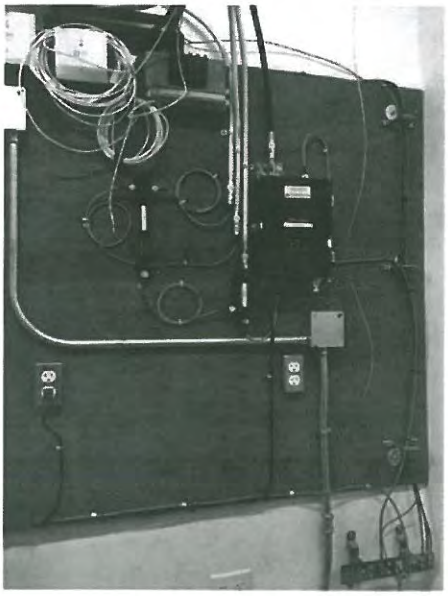
Example Amplifier Ground Point



Example Battery and Charger Cabinet



Example Equipment Board



Example Donor Antenna; place actual picture of the Donor Antenna here

ATTACHMENT J
Annual Function Test

ANNUAL FUNCTIONALITY TESTING
FOR
CUSTOMER X BUILDING
700/800 MHz BDA and DAS

Customer:	Place Customer Name Here
Site Location:	Place Customer Site Location Here (follow example below) Customer Briefing Center 1025 Nasa Boulevard Melbourne, Florida 32901

*Amplification / Acceptable RSSI levels verified in a minimum of 4 separate areas of building.

Customer Representative	**Ci Representative**
_____	_____
Signature	Signature
_____	_____
Printed name and title	Printed name and title
_____	_____
Date	Date

The City of Palm Bay Florida

LEGISLATIVE MEMORANDUM

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

FROM: **Gregg Lynk, City Manager**

DATE: **May 4, 2017**

RE: **Full Depth Reclamation of Lipscomb Street, Utilizing Polk County Contract #15-601, "Pavement Management Alternative Methods"**

With a Pavement Condition Index (PCI) of 52 out of a possible 100, Lipscomb Street is in poor condition and the Road Advisory Board has prioritized the repair of this very important major collector. Site investigation and testing has determined the failing state is due to poor base material supporting the roadway. As opposed to the lengthy and costly process of removing the existing roadway and base material to re-build the road, a Full Depth Reclamation (FDR) process was determined to be the best technique to restore the road. This recycling process cuts down on, cost, and waste significantly.

The Public Works Department, as part of the Road Program, is seeking approval to utilize the Polk County Pavement Management Alternative Methods Contract #15-601-SM, as awarded to Asphalt Paving Systems, to perform Full Depth Reclamation (FDR) on Lipscomb Street from Palm Bay Road to Tarpon Rd. This contract is valid through 10/4/2018. The Public Works department previously requested use of this methodology under this contract in Fiscal Year 2016 on the following roadways: Firwood, Brickell, Crescent, Dagget, and Fortune. Utilizing this contract provides the City with the opportunity to quickly move forward with reconstructing roads that are currently recommended on the road program and benefits from the substantial reduction in costs associated with another jurisdiction's project volumes. In addition, Asphalt Paving Systems not only performed successfully on the FDR projects as referenced above, they also are currently under construction as the successful awarded vendor for the three intersection projects at Community College Parkway, San Filippo-Waco, and Malabar-Jupiter, IFB #43-0-2016/JM (awarded by Council on October 18, 2016).

In accordance with the City's Code of Ordinance, Section 38.12(F)(4) Cooperative Purchases: The City may purchase from any cooperative contract, including but not limited to: term contracts by the State of Florida, Federal General Services Administration, and other governmental cooperatives and entities within and outside the State of Florida provided that the cooperative contract is established in compliance with the procurement procedures and requirements of the issuing body, entity, authority, or cooperative. If such other governmental or cooperative contract is utilized, the public notice requirements and the need to utilize the methods of selection processes included in this Ordinance are obviated. The ability to utilize cooperative contracts shall not be restricted by nonparticipation in the estimated quantities of the City's needs, nor inaccurate estimates of usage by the City prior to award of the cooperative contract. The City may utilize (piggyback) a contract entered into by another governmental or public entity and a provider of supplies or services required by the City, if the Chief Procurement Officer determines that it is practicable and advantageous for the City to employ this method of purchase, and such contracts specify that they are cooperative procurements at the time of solicitation. Any such contracts equal to or in excess of $100,000 shall go to the City Council for approval.

REQUESTING DEPARTMENTS:
Public Works, Procurement Department, Finance Department

FISCAL IMPACT:
The contract price for the Lipscomb Street project is $336,826.30. This cost is based on unit pricing from the Polk County contract. Any changes to the contract amount will be based on actual quantities and these established unit prices. Change Orders, if any, will be processed in accordance with the City's Procurement Code of Ordinance, Chapter 38. Funding is available in the Road Program general ledger account number 307-7090-541-6304, Project No. 16PW11.

RECOMMENDATION:
Motion to approve the utilization of Polk County – Pavement Management Alternative Methods Contract #15-601, awarded to Asphalt Paving Systems, for the full depth reclamation of Lipscomb Street, as part of the City of Palm Bay's FY-17 Road Program, for the amount of $336,826.30.

Attachments:
1) Palm Bay Project Proposal from Asphalt Paving Systems for the Lipscomb Street
2) Polk County Pavement Management Alternative Methods Contract information

BM/ab

DATE: 3/16/2017

TO: **Troy Davidson P.E.**
Engineering Division Manager
1050 Malabar Rd SW
Palm Bay, FL 32907
321-953-8996

FROM: Asphalt Paving Systems, Inc.
Kris Shane - East Coast Florida Rep
9021 Wire Road
Zephyrhills, FL 33540
Ph: 813-480-1865

RE: Project proposal
FDR and 2" HMA Lipscomb

Product	Description	Units	Quantity	Unit Price	Total Price
	Polk County Contract from bid 15-601				
	PC-008 FULL DEPTH RECLAMATION				
PC-008-3	PULVERIZATION 10"	SY	10,333.00	$ 7.10	$ 73,364.30
PC-008-4	CEMENT	Ton	225.00	$ 145.00	$ 32,625.00
PC-008-6	ASPHALT EMULSION	Gal	25,840.00	$ 2.45	$ 63,308.00
PC-001-12	MILLING 1.01-2" removal	SY	10,333.00	$ 3.00	$ 30,999.00
334-1	Superpave Asphaltic Concrete SP 12.5 2"	Ton	1,140.00	$ 92.00	$ 104,880.00
711	THERMOPLASTIC PM				
11-125	Thermo STD, White, Solid, 24"	LF	320.00	$ 5.00	$ 1,600.00
11-111	Thermo STD, White, Solid, 6"	NM	1.00	$ 4,000.00	$ 4,000.00
11-170	Thermo STD, White, Arrows	EA	32.00	$ 60.00	$ 1,920.00
11-211	Thermo STD, Yellow, Solid, 6"	NM	1.00	$ 4,000.00	$ 4,000.00
11-224	Thermo STD, Yellow, Solid, 18"	LF	100.00	$ 3.75	$ 375.00
PC-012-2	FURNISH/INSTALL BI-DIRECTIONAL YELLOW MARKER	EA	270.00	$ 5.00	$ 1,350.00
710	PAINTED PM				
11-111	Standard, White, Solid, 6"	NM	1.00	$ 1,585.00	$ 1,585.00
11-125	Standard, White, Solid, 24"	LF	320.00	$ 3.00	$ 960.00
11-211	Standard, Yellow, Solid, 6"	NM	1.00	$ 1,585.00	$ 1,585.00
11-170	Standard, White, Arrows	EA	32.00	$ 25.00	$ 800.00
11-224	Standard, Yellow, Solid, 18"	LF	100.00	$ 2.25	$ 225.00
101-1	Mobilization	LS	1.00	$ 7,000.00	$ 7,000.00
102-1	Maintenance Of Traffic	Per Day	5.00	$ 1,250.00	$ 6,250.00
				Total	$ 336,826.30

Respectfully Submitted,

Kristoffer D. Shane

Asphalt Paving Systems, Inc.
Zephyrhills, Florida

Accepted By: _____

Signature: _____

c: 813-480-1865
e: k.shaneaps@gmail.com

Date: _____

* Proposal valid for 30 days.

Project Street list

ITEM	STREET NAME	FROM	TO	LENGTH	WIDTH	TOTAL UNITS	UNIT PRICE	Total
	Lipscomb St	Palm Bay Rd	Tarpon Way	2,300	12.0	3,066.67		
			(SB)	2,300	24.0	6,133.33		
			(SB)	200	36.0	800.00		
				200	15.0	333.33		
				5,000.00		10,333	Total	$0.00

Asphalt Paving Systems, Inc.
Kris Shane - East Coast Florida Rep
Zephyrhills, FL 33540
Ph: 813-892-0056

ITEM	STREET NAME	6" Y	6" Y skip	18" Y	24" W	6" W

ITEM	STREET NAME	6" Y	6" Y skip	18" Y	24" W	6" W

		0	0		0	0
					0	
					0	
		0		0	0	0

ITEM	STREET NAME	6" Y	6" Y skip	18" Y	24" W	6" W

	All Rds	0	0	0	320	0
		0	0		0	
					0	
					0	
					0	
	TOTALS	0	0	0	320	0

ITEM	STREET NAME	6" Y	6" Y skip	18" Y	24" W	6" W

12" W	6" W skip	Arrows	School	18" W	RPM	R/R	STOP MES

12" W	6" W skip	Arrows	School	18" W	RPM	R/R	STOP MES
						0	0
							0
0		**0**			0		0
							0
							0
0	0	**0**	0		0		0

12" W	6" W skip	Arrows	School	18" W	RPM	R/R	STOP MES
0		**0**	0		0		0
							0
							0
							0
							0
0	0	0	0	0	0	0	0

12" W	6" W skip	Arrows	School	18" W	RPM	R/R	STOP M

BOARD OF COUNTY COMMISSIONERS
POLK COUNTY, FLORIDA

NOTICE OF RECOMMENDED AWARD

DATE: September 29, 2015

BID NUMBER: 15-601-SM

BID TITLE: Pavement Management Alternative Methods

RECOMMENDED AWARD TO:

Pavement Technology, Inc. awarded: PC-002
Asphalt Paving Systems awarded: PC-003 ALT, PC-004 ALT, PC-005 ALT, PC-006 ALT, PC-007 ALT, PC-008 ALT, PC-009 ALT

BASED ON: Only Bid Submitted in those catagories

PROCUREMENT SPECIALIST: Tammy G. Spearman, CPPO, CPPB,

Any actual bidder or proposer who is allegedly aggrieved in connection with the solicitation or pending award of a contract or bid may protest to the Procurement Director, in accordance with the Procurement Policies and Procedures Manual. The procedures are available at the Polk County Procurement Division at (863) 534-6757. Any person who wishes to file a protest on the bid award may do so by submitting a non-refundable cashier's check in the amount of $1,000.00 with their initial protest. Failure to follow the bid protest procedure requirements with the time frames prescribed herein as established by Polk County, Florida, shall constitute a waiver of your protest and any resulting claims. Deadline for filing protest: **Friday, October 2, 2015 at 4:00 p.m.** If no protests are received, the Procurement Director will award the project.

PC-002 ASPHALT REJUVENATOR			Pavement Tech	Asphalt Paving Systems
Item No.	**Description**	**Unit**	**Unit Price**	
PC-002	**ASPHALT REJUVENATOR**			
PC-002-1	ASPHALT REJUVENATOR PER SPECIFICATION	SY	$0.78	No Bid
902-2	SILICA SAND	SY	$0.02	No Bid
101-1	**MOBILIZATION**			
	Work Order Total $0.00 - $50,000	LS	$1,500.00	No Bid
	Work Order Total $50,001 - $100,000	LS	$1,200 .00	No Bid
	Work Order Total $100,001 - $500,000	LS	$1,000.00	No Bid
	Work Order Total Over $500,000	LS	$500 .00	No Bid
102-1	**Maintenance of Traffice (MOT)**			
	Standard Index 600 Series MOT for 2-Lane, 2-Way Closure	Per Day	$800 .00	No Bid
BASIS FOR AWARD TOTAL BID: $5,000.80				
ADDITIONAL PRICING FOR INFORMATION				
PC-012	**REFLECTIVE PAVEMENT MARKERS**			
PC-012-1	REFLECTIVE PAVEMENT MARKERS (REMOVE)	EA	$1.10	No Bid
PC-012-2	FURNISH/INSTALL Bl-DIRECTIONAL YELLOW MARKER (A/A)	EA	$5.50	No Bid
PC-012-3	FURNISH/INSTALL Bl-DIRECTIONAL WHITE/RED MARKER (C/R)	EA	$5.50	No Bid
PC-012-4	FURNISH/INSTALL MONO-DIRECTIONAL YELLOW MARKER (M/A)	EA	$5.50	No Bid
710	**PAINTED PAVEMENT MARKINGS**			
11-111	Standard, White, Solid 6"	NM	$1,742.00	No Bid
11-122	Standard, White, Solid 8"	LF	$0.55	No Bid
11-123	Standard, White, Solid 12"	LF	$1.65	No Bid
11-124	Standard, White, Solid 18"	LF	$2.47	No Bid
11-125	Standard, White, Solid 24"	LF	$3.30	No Bid
11-131	Standard, White Skip 6"	GM	$580.00	No Bid
11-151	Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	$0.55	No Bid
11- 160	Standard, White, Message	EA	$55.00	No Bid
11-170	Standard, White, Arrows	EA	$27.50	No Bid
11-180	Standard, White,Yield Line	LF	$5.50	No Bid
11-211	Standard, Yellow , Solid 6"	NM	$1,742 .00	No Bid
11-222	Standard, Yellow , Solid 8"	LF	$0.55	No Bid
11-223	Standard, Yellow, Solid 12 "	LF	$1.65	No Bid
11-224	Standard, Yellow , Solid 18"	LF	$2 .47	No Bid
11-225	Standard, Yellow, Solid 24"	LF	$3 .30	No Bid
11-231	Standard,Yellow, Skip 6"	GM	$726 .00	No Bid
11-251	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	$0.55	No Bid
711	**Thermoplastic Pavement Markings (711)**			
11-111	Thermo, Standard,White, Solid 6"	NM	$4,356.00	No Bid
11-122	Thermo, Standard, White, Solid 8"	LF	$1.32	No Bid
11-123	Thermo , Standard, White, Solid 12"	LF	$2.75	No Bid
11-124	Thermo, Standard, White, Solid 18"	LF	$4.12	No Bid
11-125	Thermo, Standard, White, Solid 24"	LF	$5 .50	No Bid
11- 131	Thermo, Standard, White Skip 6"	GM	$1,234.00	No Bid
11-151	Thermo, Standard,White, Dotted/Guideline 6- 10 Gap, 6"	LF	$1.21	No Bid
11-160	Thermo, Standard, White, Message	EA	$209 .00	No Bid
11-170	Thermo, Standard, White, Arrows	EA	$66 .00	No Bid
11-180	Thermo, Standa rd,White, Yield Line	LF	$8.80	No Bid
11-211	Thermo, Standard,Yellow, Solid 6"	NM	$4,356 .00	No Bid
11-222	Thermo, Standard,Yellow, Solid 8"	LF	$1.21	No Bid
11-223	Thermo, Standard,Yellow, Solid 12"	LF	$2.75	No Bid
11-224	Thermo, Standard, Yellow, Solid 18"	LF	$4.12	No Bid
11-225	Thermo, Standard,Yellow, Solid 24"	LF	$5.50	No Bid
11-231	Thermo, Standard, Yellow , Skip 6"	GM	$1,234.00	No Bid
11-251	Thermo, Standard,Yellow , Dotted/Guideline 6-10 Gap, 6"	LF	$1.21	No Bid

PC-002-ALT. ASPHALT REJUVENATOR

Item No.	Description	Unit	Unit Price	Pavement Tech	Asphalt Paving Systems
PC-002	**ASPHALT REJUVENATOR**			No Bid	No Bid
PC-002-2	ASPHALT REJUVENATOR - ALTERNATE MATERIAL	SY		No Bid	No Bid
902-2	SILICA SAND	SY		No Bid	No Bid
101-1	**MOBILIZATION**			No Bid	No Bid
	Work Order Total $0.00 - $50,000	LS		No Bid	No Bid
	Work Order Total $50,001 - $100,000	LS		No Bid	No Bid
	Work Order Total $100,001 - $500,000	LS		No Bid	No Bid
	Work Order Total Over $500,000	LS		No Bid	No Bid
102-1	**Maintenance of Traffice (MOT)**			No Bid	No Bid
	Standard Index 600 Series MOT for 2-Lane, 2-Way Closure	Per Day		No Bid	No Bid
PC-012	**REFLECTIVE PAVEMENT MARKERS**			No Bid	No Bid
PC-012-1	REFLECTIVE PAVEMENT MARKERS (REMOVE)	EA		No Bid	No Bid
PC-012-2	FURNISH/INSTALL BI-DIRECTIONAL YELLOW MARKER (A/A)	EA		No Bid	No Bid
PC-012-3	FURNISH/INSTALL BI-DIRECTIONAL WHITE/RED MARKER (C/R)	EA		No Bid	No Bid
PC-012-4	FURNISH/INSTALL MONO-DIRECTIONAL YELLOW MARKER (M/A)	EA		No Bid	No Bid
710	**PAINTED PAVEMENT MARKINGS**			No Bid	No Bid
11-111	Standard, White, Solid 6"	NM		No Bid	No Bid
11-122	Standard, White, Solid 8"	LF		No Bid	No Bid
11-123	Standard, White, Solid 12"	LF		No Bid	No Bid
11-124	Standard, White, Solid 18"	LF		No Bid	No Bid
11-125	Standard, White, Solid 24"	LF		No Bid	No Bid
11-131	Standard, White Skip 6"	GM		No Bid	No Bid
11-151	Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF		No Bid	No Bid
11-160	Standard, White, Message	EA		No Bid	No Bid
11-170	Standard, White, Arrows	EA		No Bid	No Bid
11-180	Standard, White, Yield Line	LF		No Bid	No Bid
11-211	Standard, Yellow, Solid 6"	NM		No Bid	No Bid
11-222	Standard, Yellow, Solid 8"	LF		No Bid	No Bid
11-223	Standard, Yellow, Solid 12"	LF		No Bid	No Bid
11-224	Standard, Yellow, Solid 18"	LF		No Bid	No Bid
11-225	Standard, Yellow, Solid 24"	LF		No Bid	No Bid
11-231	Standard, Yellow, Skip 6"	GM		No Bid	No Bid
11-251	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF		No Bid	No Bid
711	**Thermoplastic Pavement Markings (711)**			No Bid	No Bid
11-111	Thermo, Standard, White, Solid 6"	NM		No Bid	No Bid
11-122	Thermo, Standard, White, Solid 8"	LF		No Bid	No Bid
11-123	Thermo, Standard, White, Solid 12"	LF		No Bid	No Bid
11-124	Thermo, Standard, White, Solid 18"	LF		No Bid	No Bid
11-125	Thermo, Standard, White, Solid 24"	LF		No Bid	No Bid
11-131	Thermo, Standard, White Skip 6"	GM		No Bid	No Bid
11-151	Thermo, Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF		No Bid	No Bid
11-160	Thermo, Standard, White, Message	EA		No Bid	No Bid
11-170	Thermo, Standard, White, Arrows	EA		No Bid	No Bid
11-180	Thermo, Standard, White, Yield Line	LF		No Bid	No Bid
11-211	Thermo, Standard, Yellow, Solid 6"	NM		No Bid	No Bid
11-222	Thermo, Standard, Yellow, Solid 8"	LF		No Bid	No Bid
11-223	Thermo, Standard, Yellow, Solid 12"	LF		No Bid	No Bid
11-224	Thermo, Standard, Yellow, Solid 18"	LF		No Bid	No Bid
11-225	Thermo, Standard, Yellow, Solid 24"	LF		No Bid	No Bid
11-231	Thermo, Standard, Yellow, Skip 6"	GM		No Bid	No Bid
11-251	Thermo, Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF		No Bid	No Bid

BASIS FOR AWARD **TOTAL BID:** **$0.00**

Company Name

PC-003 CRACK SEALING

Item No.	Description	Unit	Asphalt Paving Systems Unit Price	Pavement Tech
PC-003	CRACK SEALING			No Bid
	0 - 500	GAL	**20**	No Bid
	501 - 1,000	GAL	**18**	No Bid
	1,001 - 5,000	GAL	**16**	No Bid
	5,001 AND OVER	GAL	**15**	No Bid
101-1	MOBILIZATION			No Bid
	Work Order Total $0.00 - $50,000	LS	500	No Bid
	Work Order Total $50,001 - $100,000	LS	200	No Bid
	Work Order Total $100,001 - $500,000	LS	200	No Bid
	Work Order Total Over $500,000	LS	200	No Bid
102-1	Maintenance of Traffice (MOT)			No Bid
	Standard Index 600 Series MOT for 2-Lane, 2-Way Closure	Per Day	1250	No Bid
	BASIS FOR AWARD	**TOTAL BID:**	**$2,419.00**	
	ADDITIONAL PRICING FOR INFORMATION			No Bid
PC-011	STRIPING AND PAVEMENT MARKING REMOVAL			No Bid
PC-011-1	REMOVAL BY WATER BLASTING	SF	1	No Bid
PC-011-2	REMOVAL BY GRINDING	SF	0.5	No Bid
PC-012	REFLECTIVE PAVEMENT MARKERS			No Bid
PC-012-1	REFLECTIVE PAVEMENT MARKERS (REMOVE)	EA	1	No Bid
PC-012-2	FURNISH/INSTALL BI-DIRECTIONAL YELLOW MARKER (A/A)	EA	5	No Bid
PC-012-3	FURNISH/INSTALL BI-DIRECTIONAL WHITE/RED MARKER (C/R)	EA	5	No Bid
PC-012-4	FURNISH/INSTALL MONO-DIRECTIONAL YELLOW MARKER (M/A)	EA	5	No Bid
710	PAINTED PAVEMENT MARKINGS			No Bid
11-111	Standard, White, Solid 6"	NM	1585	No Bid
11-122	Standard, White, Solid 8"	LF	0.5	No Bid
11-123	Standard, White, Solid 12"	LF	1.5	No Bid
11-124	Standard, White, Solid 18"	LF	2.25	No Bid
11-125	Standard, White, Solid 24"	LF	3	No Bid
11-131	Standard, White Skip 6"	GM	530	No Bid
11-151	Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	0.5	No Bid
11-160	Standard, White, Message	EA	50	No Bid
11-170	Standard, White, Arrows	EA	25	No Bid
11-180	Standard, White, Yield Line	LF	5	No Bid
11-211	Standard, Yellow, Solid 6"	NM	1585	No Bid
11-222	Standard, Yellow, Solid 8"	LF	0.5	No Bid
11-223	Standard, Yellow, Solid 12"	LF	1.5	No Bid
11-224	Standard, Yellow, Solid 18"	LF	2.25	No Bid
11-225	Standard, Yellow, Solid 24"	LF	3	No Bid
11-231	Standard, Yellow, Skip 6"	GM	675	No Bid
11-251	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	0.5	No Bid
711	Thermoplastic Pavement Markings (711)			No Bid
11-111	Thermo, Standard, White, Solid 6"	NM	4000	No Bid
11-122	Thermo, Standard, White, Solid 8"	LF	1.2	No Bid
11-123	Thermo, Standard, White, Solid 12"	LF	2.5	No Bid
11-124	Thermo, Standard, White, Solid 18"	LF	3.75	No Bid
11-125	Thermo, Standard, White, Solid 24"	LF	5	No Bid
11-131	Thermo, Standard, White Skip 6"	GM	1125	No Bid
11-151	Thermo, Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	1.1	No Bid
11-160	Thermo, Standard, White, Message	EA	190	No Bid
11-170	Thermo, Standard, White, Arrows	EA	60	No Bid
11-180	Thermo, Standard, White, Yield Line	LF	8	No Bid
11-211	Thermo, Standard, Yellow, Solid 6"	NM	4000	No Bid
11-222	Thermo, Standard, Yellow, Solid 8"	LF	1.1	No Bid
11-223	Thermo, Standard, Yellow, Solid 12"	LF	2.5	No Bid
11-224	Thermo, Standard, Yellow, Solid 18"	LF	3.75	No Bid
11-225	Thermo, Standard, Yellow, Solid 24"	LF	5	No Bid
11-231	Thermo, Standard, Yellow, Skip 6"	GM	1125	No Bid
11-251	Thermo, Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	1.1	No Bid

PC-004 CHIP SEAL

Item No.	Description	Unit	Asphalt Paving Systems Unit Price	Pavement Tech
PC-004-1	**CHIP SEAL (SINGLE APPLICATION)**			No Bid
	0 - 25,000	SY	**2.8**	No Bid
	25,001 - 50,000	SY	**2.39**	No Bid
	50,001 AND OVER	SY	**2.26**	No Bid
PC-004-2	**CHIP SEAL (DOUBLE APPLICATION)**			No Bid
	0 - 25,000	SY	**4.15**	No Bid
	25,001 - 50,000	SY	**3.88**	No Bid
	50,001 AND OVER	SY	**3.78**	No Bid
	50,001 AND OVER	SY	**3.78**	No Bid
902-2	Silica Sand	SY	**0.15**	No Bid
PC-011	**STRIPING AND PAVEMENT MARKING REMOVAL**			No Bid
PC-011-1	REMOVAL BY WATER BLASTING	SF	1	No Bid
PC-011-2	REMOVAL BY GRINDING	SF	0.5	No Bid
PC-012	**REFLECTIVE PAVEMENT MARKERS**			No Bid
PC-012-1	REFLECTIVE PAVEMENT MARKERS (REMOVE)	EA	1	No Bid
PC-012-2	FURNISH/INSTALL BI-DIRECTIONAL YELLOW MARKER (A/A)	EA	5	No Bid
PC-012-3	FURNISH/INSTALL BI-DIRECTIONAL WHITE/RED MARKER (C/R)	EA	5	No Bid
PC-012-4	FURNISH/INSTALL MONO-DIRECTIONAL YELLOW MARKER (M/A)	EA	5	No Bid
710	**PAINTED PAVEMENT MARKINGS**			No Bid
11-111	Standard, White, Solid 6"	NM	1585	No Bid
11-122	Standard, White, Solid 8"	LF	0.5	No Bid
11-123	Standard, White, Solid 12"	LF	1.5	No Bid
11-124	Standard, White, Solid 18"	LF	2.25	No Bid
11-125	Standard, White, Solid 24"	LF	3	No Bid
11-131	Standard, White Skip 6"	GM	530	No Bid
11-151	Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	0.5	No Bid
11-160	Standard, White, Message	EA	50	No Bid
11-170	Standard, White, Arrows	EA	25	No Bid
11-180	Standard, White, Yield Line	LF	5	No Bid
11-211	Standard, Yellow, Solid 6"	NM	1585	No Bid
11-222	Standard, Yellow, Solid 8"	LF	0.5	No Bid
11-223	Standard, Yellow, Solid 12"	LF	1.5	No Bid
11-224	Standard, Yellow, Solid 18"	LF	2.25	No Bid
11-225	Standard, Yellow, Solid 24"	LF	3	No Bid
11-231	Standard, Yellow, Skip 6"	GM	675	No Bid
11-251	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	0.5	No Bid
711	**Thermoplastic Pavement Markings (711)**			No Bid
11-111	Thermo, Standard, White, Solid 6"	NM	4000	No Bid
11-122	Thermo, Standard, White, Solid 8"	LF	1.2	No Bid
11-123	Thermo, Standard, White, Solid 12"	LF	2.5	No Bid
11-124	Thermo, Standard, White, Solid 18"	LF	3.75	No Bid
11-125	Thermo, Standard, White, Solid 24"	LF	5	No Bid
11-131	Thermo, Standard, White Skip 6"	GM	1125	No Bid
11-151	Thermo, Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	1.1	No Bid
11-160	Thermo, Standard, White, Message	EA	190	No Bid
11-170	Thermo, Standard, White, Arrows	EA	60	No Bid
11-180	Thermo, Standard, White, Yield Line	LF	8	No Bid
11-211	Thermo, Standard, Yellow, Solid 6"	NM	4000	No Bid
11-222	Thermo, Standard, Yellow, Solid 8"	LF	1.1	No Bid
11-223	Thermo, Standard, Yellow, Solid 12"	LF	2.5	No Bid
11-224	Thermo, Standard, Yellow, Solid 18"	LF	3.75	No Bid
11-225	Thermo, Standard, Yellow, Solid 24"	LF	5	No Bid
11-231	Thermo, Standard, Yellow, Skip 6"	GM	1125	No Bid
11-251	Thermo, Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	1.1	No Bid
101-1	**MOBILIZATION**			No Bid
	Work Order Total $0.00 - $50,000	LS	2500	No Bid
	Work Order Total $50,001 - $100,000	LS	2500	No Bid
	Work Order Total $100,001 - $500,000	LS	2500	No Bid
	Work Order Total Over $500,000	LS	2500	No Bid
102-1	**Maintenance of Traffice (MOT)**			No Bid
	Standard Index 600 Series MOT for 2-Lane, 2-Way Closure	Per Day	1250	No Bid
	BASIS FOR AWARD	**TOTAL BID:**	**$26,296.19**	

	ADDITIONAL PRICING FOR INFORMATION			No Bid
	SHOULDER AND ROADSIDE			No Bid
570-1-1	PERFORMANCE TURF - SEED AND MULCH	SY	1.95	No Bid
570-1-2A	PERFORMANCE TURF - SOD (ST. AUGUSTINE)	SY	2.75	No Bid
570-1-2B	PERFORMANCE TURF - SOD (BAHIA)	SY	2.25	No Bid
577-70	SHOULDER REWORK	SY	1.75	No Bid
104-13-1	SILT FENCE TYPE III	LF	0.85	No Bid
110-10	MAILBOX (REMOVE AND REPLACE)	EA	200	No Bid

PC-005 MICRO-SURFACING

Item No.	Description	Unit	Asphalt Paving Systems Unit Price	Pavement Tech
PC-003	**CRACK SEALING**			No Bid
	0 - 500	GAL	**20**	No Bid
	501 - 1,000	GAL	**18**	No Bid
	1,001 - 5,000	GAL	**16**	No Bid
	5,001 AND OVER	GAL	**15**	No Bid
PC-005	**MICRO-SURFACCING**			No Bid
PC-005-1	SINGLE MICRO	SY	**2.25**	No Bid
PC-005-2	DOUBLE MICRO	SY	**3.45**	No Bid
PC-005-3	RUT FILLING	TON	**150**	No Bid
PC-011	**STRIPING AND PAVEMENT MARKING REMOVAL**			No Bid
PC-011-1	REMOVAL BY WATER BLASTING	SF	1	No Bid
PC-011-2	REMOVAL BY GRINDING	SF	0.5	No Bid
PC-012	**REFLECTIVE PAVEMENT MARKERS**			No Bid
PC-012-1	REFLECTIVE PAVEMENT MARKERS (REMOVE)	EA	1	No Bid
PC-012-2	FURNISH/INSTALL BI-DIRECTIONAL YELLOW MARKER (A/A)	EA	5	No Bid
PC-012-3	FURNISH/INSTALL BI-DIRECTIONAL WHITE/RED MARKER (C/R)	EA	5	No Bid
PC-012-4	FURNISH/INSTALL MONO-DIRECTIONAL YELLOW MARKER (M/A)	EA	5	No Bid
710	**PAINTED PAVEMENT MARKINGS**			No Bid
11-111	Standard, White, Solid 6"	NM	1585	No Bid
11-122	Standard, White, Solid 8"	LF	0.5	No Bid
11-123	Standard, White, Solid 12"	LF	1.5	No Bid
11-124	Standard, White, Solid 18"	LF	2.25	No Bid
11-125	Standard, White, Solid 24"	LF	3	No Bid
11-131	Standard, White Skip 6"	GM	530	No Bid
11-151	Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	0.5	No Bid
11-160	Standard, White, Message	EA	50	No Bid
11-170	Standard, White, Arrows	EA	25	No Bid
11-180	Standard, White, Yield Line	LF	5	No Bid
11-211	Standard, Yellow, Solid 6"	NM	1585	No Bid
11-222	Standard, Yellow, Solid 8"	LF	0.5	No Bid
11-223	Standard, Yellow, Solid 12"	LF	1.5	No Bid
11-224	Standard, Yellow, Solid 18"	LF	2.25	No Bid
11-225	Standard, Yellow, Solid 24"	LF	3	No Bid
11-231	Standard, Yellow, Skip 6"	GM	675	No Bid
11-251	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	0.5	No Bid
711	**Thermoplastic Pavement Markings (711)**			No Bid
11-111	Thermo, Standard, White, Solid 6"	NM	4000	No Bid
11-122	Thermo, Standard, White, Solid 8"	LF	1.2	No Bid
11-123	Thermo, Standard, White, Solid 12"	LF	2.5	No Bid
11-124	Thermo, Standard, White, Solid 18"	LF	3.75	No Bid
11-125	Thermo, Standard, White, Solid 24"	LF	5	No Bid
11-131	Thermo, Standard, White Skip 6"	GM	1125	No Bid
11-151	Thermo, Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	1.1	No Bid
11-160	Thermo, Standard, White, Message	EA	190	No Bid
11-170	Thermo, Standard, White, Arrows	EA	60	No Bid
11-180	Thermo, Standard, White, Yield Line	LF	8	No Bid
11-211	Thermo, Standard, Yellow, Solid 6"	NM	4000	No Bid
11-222	Thermo, Standard, Yellow, Solid 8"	LF	1.1	No Bid
11-223	Thermo, Standard, Yellow, Solid 12"	LF	2.5	No Bid
11-224	Thermo, Standard, Yellow, Solid 18"	LF	3.75	No Bid
11-225	Thermo, Standard, Yellow, Solid 24"	LF	5	No Bid
11-231	Thermo, Standard, Yellow, Skip 6"	GM	1125	No Bid
11-251	Thermo, Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	1.1	No Bid
101-1	**MOBILIZATION**			No Bid
	Work Order Total $0.00 - $50,000	LS	1500	No Bid
	Work Order Total $50,001 - $100,000	LS	1500	No Bid
	Work Order Total $100,001 - $500,000	LS	1500	No Bid
	Work Order Total Over $500,000	LS	1500	No Bid
102-1	**Maintenance of Traffice (MOT)**			No Bid
	Standard Index 600 Series MOT for 2-Lane, 2-Way Closure	Per Day	1250	No Bid
	BASIS FOR AWARD	**TOTAL BID:**	**$22,497.70**	
	ADDITIONAL PRICING FOR INFORMATION			No Bid
	SHOULDER AND ROADSIDE			No Bid
570-1-1	PERFORMANCE TURF - SEED AND MULCH	SY	1.95	No Bid
570-1-2A	PERFORMANCE TURF - SOD (ST. AUGUSTINE)	SY	2.75	No Bid
570-1-2B	PERFORMANCE TURF - SOD (BAHIA)	SY	2.25	No Bid
577-70	SHOULDER REWORK	SY	1.75	No Bid
104-13-1	SILT FENCE TYPE III	LF	0.85	No Bid
110-10	MAILBOX (REMOVE AND REPLACE)	EA	200	No Bid

PC-006 SCRUB SEAL

Item No.	Description	Unit	Asphalt Paving Systems Unit Price	Pavement Tech
PC-006	**SCRUB SEAL**			No Bid
	0 - 25,000	SY	**3.65**	No Bid
	25,001 - 50,000	SY	**3.25**	No Bid
	50,001 AND OVER	SY	**3.15**	No Bid
PC-009	**FOG SEAL**			No Bid
	0 - 25,000	SY	**0.55**	No Bid
	25,001 - 50,000	SY	**0.4**	No Bid
	50,001 AND OVER	SY	**0.35**	No Bid
902-2	Silica Sand	SY	**0.15**	No Bid
PC-011	**STRIPING AND PAVEMENT MARKING REMOVAL**			No Bid
PC-011-1	REMOVAL BY WATER BLASTING	SF	1	No Bid
PC-011-2	REMOVAL BY GRINDING	SF	0.5	No Bid
PC-012	**REFLECTIVE PAVEMENT MARKERS**			No Bid
PC-012-1	REFLECTIVE PAVEMENT MARKERS (REMOVE)	EA	1	No Bid
PC-012-2	FURNISH/INSTALL BI-DIRECTIONAL YELLOW MARKER (A/A)	EA	5	No Bid
PC-012-3	FURNISH/INSTALL BI-DIRECTIONAL WHITE/RED MARKER (C/R)	EA	5	No Bid
PC-012-4	FURNISH/INSTALL MONO-DIRECTIONAL YELLOW MARKER (M/A)	EA	5	No Bid
710	**PAINTED PAVEMENT MARKINGS**			No Bid
11-111	Standard, White, Solid 6"	NM	1585	No Bid
11-122	Standard, White, Solid 8"	LF	0.5	No Bid
11-123	Standard, White, Solid 12"	LF	1.5	No Bid
11-124	Standard, White, Solid 18"	LF	2.25	No Bid
11-125	Standard, White, Solid 24"	LF	3	No Bid
11-131	Standard, White Skip 6"	GM	530	No Bid
11-151	Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	0.5	No Bid
11-160	Standard, White, Message	EA	50	No Bid
11-170	Standard, White, Arrows	EA	25	No Bid
11-180	Standard, White, Yield Line	LF	5	No Bid
11-211	Standard, Yellow, Solid 6"	NM	1585	No Bid
11-222	Standard, Yellow, Solid 8"	LF	0.5	No Bid
11-223	Standard, Yellow, Solid 12"	LF	1.5	No Bid
11-224	Standard, Yellow, Solid 18"	LF	2.25	No Bid
11-225	Standard, Yellow, Solid 24"	LF	3	No Bid
11-231	Standard, Yellow, Skip 6"	GM	675	No Bid
11-251	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	0.5	No Bid
711	**Thermoplastic Pavement Markings (711)**			No Bid
11-111	Thermo, Standard, White, Solid 6"	NM	4000	No Bid
11-122	Thermo, Standard, White, Solid 8"	LF	1.2	No Bid
11-123	Thermo, Standard, White, Solid 12"	LF	2.5	No Bid
11-124	Thermo, Standard, White, Solid 18"	LF	3.75	No Bid
11-125	Thermo, Standard, White, Solid 24"	LF	5	No Bid
11-131	Thermo, Standard, White Skip 6"	GM	1125	No Bid
11-151	Thermo, Standard, White, Dotted/Guideline 6-10 Gap, 6'	LF	1.1	No Bid
11-160	Thermo, Standard, White, Message	EA	190	No Bid
11-170	Thermo, Standard, White, Arrows	EA	60	No Bid
11-180	Thermo, Standard, White, Yield Line	LF	8	No Bid
11-211	Thermo, Standard, Yellow, Solid 6"	NM	4000	No Bid
11-222	Thermo, Standard, Yellow, Solid 8"	LF	1.1	No Bid
11-223	Thermo, Standard, Yellow, Solid 12"	LF	2.5	No Bid
11-224	Thermo, Standard, Yellow, Solid 18"	LF	3.75	No Bid
11-225	Thermo, Standard, Yellow, Solid 24"	LF	5	No Bid
11-231	Thermo, Standard, Yellow, Skip 6"	GM	1125	No Bid
11-251	Thermo, Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	1.1	No Bid
101-1	**MOBILIZATION**			No Bid
	Work Order Total $0.00 - $50,000	LS	2500	No Bid
	Work Order Total $50,001 - $100,000	LS	2500	No Bid
	Work Order Total $100,001 - $500,000	LS	2500	No Bid
	Work Order Total Over $500,000	LS	2500	No Bid
102-1	**Maintenance of Traffice (MOT)**			No Bid
	Standard Index 600 Series MOT for 2-Lane, 2-Way Closure	Per Day	1250	No Bid
	BASIS FOR AWARD	**TOTAL BID:**	**$26,284.50**	

	ADDITIONAL PRICING FOR INFORMATION			No Bid
	SHOULDER AND ROADSIDE			No Bid
570-1-1	PERFORMANCE TURF - SEED AND MULCH	SY	1.95	No Bid
570-1-2A	PERFORMANCE TURF - SOD (ST. AUGUSTINE)	SY	2.75	No Bid
570-1-2B	PERFORMANCE TURF - SOD (BAHIA)	SY	2.25	No Bid
577-70	SHOULDER REWORK	SY	1.75	No Bid
104-13-1	SILT FENCE TYPE III	LF	0.85	No Bid
110-10	MAILBOX (REMOVE AND REPLACE)	EA	200	No Bid

PC-007 COLD-IN-PLACE RECYCLING (CIP)

			Asphalt Paving Systems	Pavement Tech
Item No.	**Description**	**Unit**	**Unit Price**	No Bid
PC-001	**Milling from 0 to 1,000 Square Yards**			No Bid
PC-001-1	0" - 1"	Sq Yd	**6**	No Bid
PC-001-2	1.01" - 2"	Sq Yd	**8**	No Bid
PC-001-3	2.01" - 3"	Sq Yd	**9**	No Bid
PC-001-4	3.01" -4"	Sq Yd	**10**	No Bid
PC-001-5	greater than 4"	Sq Yd	**11**	No Bid
	Milling from 1,001 to 5,000 Square Yards			No Bid
PC-001-6	0" - 1"	Sq Yd	**4.75**	No Bid
PC-001-7	1.01" - 2"	Sq Yd	**5.5**	No Bid
PC-001-8	2.01" - 3"	Sq Yd	**6.25**	No Bid
PC-001-9	3.01" -4"	Sq Yd	**6.5**	No Bid
PC-001-10	greater than 4"	Sq Yd	**6.75**	No Bid
	Milling from 5,001 to 25,000 Square Yards			No Bid
PC-001-11	0" - 1"	Sq Yd	**2.5**	No Bid
PC-001-12	1.01" - 2"	Sq Yd	**3**	No Bid
PC-001-13	2.01" - 3"	Sq Yd	**3.5**	No Bid
PC-001-14	3.01" -4"	Sq Yd	**4**	No Bid
PC-001-15	greater than 4"	Sq Yd	**4.5**	No Bid
	Milling over 25,000 Square Yards			No Bid
PC-001-16	0" - 1"	Sq Yd	**1.75**	No Bid
PC-001-17	1.01" - 2"	Sq Yd	**2.25**	No Bid
PC-001-18	2.01" - 3"	Sq Yd	**2.75**	No Bid
PC-001-19	3.01" -4"	Sq Yd	**3.25**	No Bid
PC-001-20	greater than 4"	Sq Yd	**3.75**	No Bid
334	**Asphalt Types from 0 to 100 Tons**			No Bid
334-1	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)** (PG 67-22)	Ton	**109**	No Bid
334-1	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)** (PG 67-22)	Ton	**107**	No Bid
337-1	Superpave Asphaltic Concrete **(Traffic C, FC-9.5)** (PG 76-22)	Ton	**120**	No Bid
334	**Asphalt Types from 101 to 1,000 Tons**			No Bid
334-1	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)** (PG 67-22)	Ton	**99**	No Bid
334-1	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)** (PG 67-22)	Ton	**97**	No Bid
337-1	Superpave Asphaltic Concrete **(Traffic C, FC-9.5)** (PG 76-22)	Ton	**110**	No Bid
334	**Asphalt Types over 1,001 Tons**			No Bid
334-1	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)** (PG 67-22)	Ton	**94**	No Bid
334-1	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)** (PG 67-22)	Ton	**92**	No Bid
337-1	Superpave Asphaltic Concrete **(Traffic C, FC-9.5)** (PG 76-22)	Ton	**105**	No Bid
PC-007	**Cold-in-Place Recycling (CIP)**			No Bid
PC-007-1	Excavation for Widening or Unsuitable Material	CY	**25**	No Bid
PC-007-2	Added RAP or Aggregate	Ton	**18**	No Bid
	CIP from 0 to 25,000 Square Yards			No Bid
PC-007-3	Cold-in-Place Recycling (CIP)Bituminous Paving	Sq Yd	**7.25**	No Bid
PC-007-4	Asphalt Emulsion	Gal	**2.45**	No Bid
	CIP from 25,001 to 50,000 Square Yards			No Bid
PC-007-5	Cold-in-Place Recycling (CIP)Bituminous Paving	Sq Yd	**5.75**	No Bid
PC-007-6	Asphalt Emulsion	Gal	**2.45**	No Bid
	CIP over 50,000 Square Yards			No Bid
PC-007-7	Cold-in-Place Recycling (CIP)Bituminous Paving	Sq Yd	**4.95**	No Bid
PC-007-8	Asphalt Emulsion	Gal	**2.45**	No Bid
	SHOULDER AND ROADSIDE			No Bid
570-1-1	PERFORMANCE TURF - SEED AND MULCH	SY	1.95	No Bid
570-1-2A	PERFORMANCE TURF - SOD (ST. AUGUSTINE)	SY	2.75	No Bid

PC-007 COLD-IN-PLACE RECYCLING (CIP)

Item No.	Description	Unit	Unit Price	No Bid
570-1-2B	PERFORMANCE TURF - SOD (BAHIA)	SY	2.25	No Bid
577-70	SHOULDER REWORK	SY	1.75	No Bid
104-13-1	SILT FENCE TYPE III	LF	0.85	No Bid
110-10	MAILBOX (REMOVE AND REPLACE)	EA	200	No Bid
PC-012	**REFLECTIVE PAVEMENT MARKERS**			No Bid
PC-012-1	REFLECTIVE PAVEMENT MARKERS (REMOVE)	EA	1	No Bid
PC-012-2	FURNISH/INSTALL BI-DIRECTIONAL YELLOW MARKER (A/A)	EA	5	No Bid
PC-012-3	FURNISH/INSTALL BI-DIRECTIONAL WHITE/RED MARKER (C/R)	EA	5	No Bid
PC-012-4	FURNISH/INSTALL MONO-DIRECTIONAL YELLOW MARKER (M/A)	EA	5	No Bid
710	**PAINTED PAVEMENT MARKINGS**			No Bid
11-111	Standard, White, Solid 6"	NM	1585	No Bid
11-122	Standard, White, Solid 8"	LF	0.5	No Bid
11-123	Standard, White, Solid 12"	LF	1.5	No Bid
11-124	Standard, White, Solid 18"	LF	2.25	No Bid
11-125	Standard, White, Solid 24"	LF	3	No Bid
11-131	Standard, White Skip 6"	GM	530	No Bid
11-151	Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	0.5	No Bid
11-160	Standard, White, Message	EA	50	No Bid
11-170	Standard, White, Arrows	EA	25	No Bid
11-180	Standard, White, Yield Line	LF	5	No Bid
11-211	Standard, Yellow, Solid 6"	NM	1585	No Bid
11-222	Standard, Yellow, Solid 8"	LF	0.5	No Bid
11-223	Standard, Yellow, Solid 12"	LF	1.5	No Bid
11-224	Standard, Yellow, Solid 18"	LF	2.25	No Bid
11-225	Standard, Yellow, Solid 24"	LF	3	No Bid
11-231	Standard, Yellow, Skip 6"	GM	675	No Bid
11-251	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	0.5	No Bid
711	**Thermoplastic Pavement Markings (711)**			No Bid
11-111	Thermo, Standard, White, Solid 6"	NM	4000	No Bid
11-122	Thermo, Standard, White, Solid 8"	LF	1.2	No Bid
11-123	Thermo, Standard, White, Solid 12"	LF	2.5	No Bid
11-124	Thermo, Standard, White, Solid 18"	LF	3.75	No Bid
11-125	Thermo, Standard, White, Solid 24"	LF	5	No Bid
11-131	Thermo, Standard, White Skip 6"	GM	1125	No Bid
11-151	Thermo, Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	1.1	No Bid
11-160	Thermo, Standard, White, Message	EA	190	No Bid
11-170	Thermo, Standard, White, Arrows	EA	60	No Bid
11-180	Thermo, Standard, White, Yield Line	LF	8	No Bid
11-211	Thermo, Standard, Yellow, Solid 6"	NM	4000	No Bid
11-222	Thermo, Standard, Yellow, Solid 8"	LF	1.1	No Bid
11-223	Thermo, Standard, Yellow, Solid 12"	LF	2.5	No Bid
11-224	Thermo, Standard, Yellow, Solid 18"	LF	3.75	No Bid
11-225	Thermo, Standard, Yellow, Solid 24"	LF	5	No Bid
11-231	Thermo, Standard, Yellow, Skip 6"	GM	1125	No Bid
11-251	Thermo, Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	1.1	No Bid
101-1	**MOBILIZATION**			No Bid
	Work Order Total $0.00 - $50,000	LS	7000	No Bid
	Work Order Total $50,001 - $100,000	LS	7000	No Bid
	Work Order Total $100,001 - $500,000	LS	7000	No Bid
	Work Order Total Over $500,000	LS	7000	No Bid
102-1	**Maintenance of Traffice (MOT)**			No Bid
	Standard Index 600 Series MOT for 2-Lane, 2-Way Closure	Per Day	1250	No Bid

BASIS FOR AWARD TOTAL BID: $45,587.35

PC-008 FULL DEPTH RECLAMATION (FDR)

Item No.	Description	Unit	Asphalt Paving Systems Unit Price	Pavement Tech
PC-001	**Milling from 0 to 1,000 Square Yards**			No Bid
PC-001-1	0" - 1"	Sq Yd	**6**	No Bid
PC-001-2	1.01" - 2"	Sq Yd	**8**	No Bid
PC-001-3	2.01" - 3"	Sq Yd	**9**	No Bid
PC-001-4	3.01" -4"	Sq Yd	**10**	No Bid
PC-001-5	greater than 4"	Sq Yd	**11**	No Bid
	Milling from 1,001 to 5,000 Square Yards			No Bid
PC-001-6	0" - 1"	Sq Yd	**4.75**	No Bid
PC-001-7	1.01" - 2"	Sq Yd	**5.5**	No Bid
PC-001-8	2.01" - 3"	Sq Yd	**6.25**	No Bid
PC-001-9	3.01" -4"	Sq Yd	**6.5**	No Bid
PC-001-10	greater than 4"	Sq Yd	**6.75**	No Bid
	Milling from 5,001 to 25,000 Square Yards			No Bid
PC-001-11	0" - 1"	Sq Yd	**2.5**	No Bid
PC-001-12	1.01" - 2"	Sq Yd	**3**	No Bid
PC-001-13	2.01" - 3"	Sq Yd	**3.5**	No Bid
PC-001-14	3.01" -4"	Sq Yd	**4**	No Bid
PC-001-15	greater than 4"	Sq Yd	**4.5**	No Bid
	Milling over 25,000 Square Yards			No Bid
PC-001-16	0" - 1"	Sq Yd	**1.75**	No Bid
PC-001-17	1.01" - 2"	Sq Yd	**2.25**	No Bid
PC-001-18	2.01" - 3"	Sq Yd	**2.75**	No Bid
PC-001-19	3.01" -4"	Sq Yd	**3.25**	No Bid
PC-001-20	greater than 4"	Sq Yd	**3.75**	No Bid
334	**Asphalt Types from 0 to 100 Tons**			No Bid
334-1	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)** (PG 67-22)	Ton	**109**	No Bid
334-1	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)** (PG 67-22)	Ton	**107**	No Bid
337-1	Superpave Asphaltic Concrete **(Traffic C, FC-9.5)** (PG 76-22)	Ton	**120**	No Bid
334	**Asphalt Types from 101 to 1,000 Tons**			No Bid
334-1	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)** (PG 67-22)	Ton	**99**	No Bid
334-1	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)** (PG 67-22)	Ton	**97**	No Bid
337-1	Superpave Asphaltic Concrete **(Traffic C, FC-9.5)** (PG 76-22)	Ton	**110**	No Bid
334	**Asphalt Types over 1,001 Tons**			No Bid
334-1	Superpave Asphaltic Concrete **(Traffic C, SP 9.5)** (PG 67-22)	Ton	**94**	No Bid
334-1	Superpave Asphaltic Concrete **(Traffic C, SP 12.5)** (PG 67-22)	Ton	**92**	No Bid
337-1	Superpave Asphaltic Concrete **(Traffic C, FC-9.5)** (PG 76-22)	Ton	**105**	No Bid
PC-008	**Full Depth Reclamation (FDR)**			No Bid
PC-008-1	Excavation for Widening or Unsuitable Material	CY	**25**	No Bid
PC-008-2	Added RAP or Aggregate	Ton	**18**	No Bid
	Full Depth Reclamation (FDR) from 0 to 25,000 Square Yards			No Bid
PC-008-3	Pulverization	Sq Yd	**7.1**	No Bid
PC-008-4	Cement - Cement Treatment	Ton	**145**	No Bid
PC-008-5	Asphaltic Cement - Foamed Asphalt Base	Gallon	**6**	No Bid
PC-008-6	Asphaltic Emulsion - Emulsion Treated Base	Gallon	**2.45**	No Bid
	Full Depth Reclamation (FDR) from 25,001 to 50,000 Square Yards			No Bid
PC-008-7	Pulverization	Sq Yd	**5.5**	No Bid
PC-008-8	Cement - Cement Treatment	Ton	**145**	No Bid
PC-008-9	Asphaltic Cement - Foamed Asphalt Base	Gallon	**6**	No Bid
PC-008-10	Asphaltic Emulsion - Emulsion Treated Base	Gallon	**2.45**	No Bid
	Full Depth Reclamation (FDR) over 50,000 Square Yards			No Bid
PC-008-11	Pulverization	Sq Yd	**4.5**	No Bid
PC-008-12	Cement - Cement Treatment	Ton	**145**	No Bid
PC-008-13	Asphaltic Cement - Foamed Asphalt Base	Gallon	**6**	No Bid
PC-008-14	Asphaltic Emulsion - Emulsion Treated Base	Gallon	**2.45**	No Bid
	SHOULDER AND ROADSIDE			No Bid

PC-008 FULL DEPTH RECLAMATION (FDR)

Item No.	Description	Unit	Unit Price	No Bid
570-1-1	PERFORMANCE TURF - SEED AND MULCH	SY	1.95	No Bid
570-1-2A	PERFORMANCE TURF - SOD (ST. AUGUSTINE)	SY	2.75	No Bid
570-1-2B	PERFORMANCE TURF - SOD (BAHIA)	SY	2.25	No Bid
577-70	SHOULDER REWORK	SY	1.75	No Bid
104-13-1	SILT FENCE TYPE III	LF	0.85	No Bid
110-10	MAILBOX (REMOVE AND REPLACE)	EA	200	No Bid
PC-012	**REFLECTIVE PAVEMENT MARKERS**			No Bid
PC-012-1	REFLECTIVE PAVEMENT MARKERS (REMOVE)	EA	1	No Bid
PC-012-2	FURNISH/INSTALL BI-DIRECTIONAL YELLOW MARKER (A/A)	EA	5	No Bid
PC-012-3	FURNISH/INSTALL BI-DIRECTIONAL WHITE/RED MARKER (C/R)	EA	5	No Bid
PC-012-4	FURNISH/INSTALL MONO-DIRECTIONAL YELLOW MARKER (M/A)	EA	5	No Bid
710	**PAINTED PAVEMENT MARKINGS**			No Bid
11-111	Standard, White, Solid 6"	NM	1585	No Bid
11-122	Standard, White, Solid 8"	LF	0.5	No Bid
11-123	Standard, White, Solid 12"	LF	1.5	No Bid
11-124	Standard, White, Solid 18"	LF	2.25	No Bid
11-125	Standard, White, Solid 24"	LF	3	No Bid
11-131	Standard, White Skip 6"	GM	530	No Bid
11-151	Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	0.5	No Bid
11-160	Standard, White, Message	EA	50	No Bid
11-170	Standard, White, Arrows	EA	25	No Bid
11-180	Standard, White, Yield Line	LF	5	No Bid
11-211	Standard, Yellow, Solid 6"	NM	1585	No Bid
11-222	Standard, Yellow, Solid 8"	LF	0.5	No Bid
11-223	Standard, Yellow, Solid 12"	LF	1.5	No Bid
11-224	Standard, Yellow, Solid 18"	LF	2.25	No Bid
11-225	Standard, Yellow, Solid 24"	LF	3	No Bid
11-231	Standard, Yellow, Skip 6"	GM	675	No Bid
11-251	Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	0.5	No Bid
711	**Thermoplastic Pavement Markings (711)**			No Bid
11-111	Thermo, Standard, White, Solid 6"	NM	4000	No Bid
11-122	Thermo, Standard, White, Solid 8"	LF	1.2	No Bid
11-123	Thermo, Standard, White, Solid 12"	LF	2.5	No Bid
11-124	Thermo, Standard, White, Solid 18"	LF	3.75	No Bid
11-125	Thermo, Standard, White, Solid 24"	LF	5	No Bid
11-131	Thermo, Standard, White Skip 6"	GM	1125	No Bid
11-151	Thermo, Standard, White, Dotted/Guideline 6-10 Gap, 6"	LF	1.1	No Bid
11-160	Thermo, Standard, White, Message	EA	190	No Bid
11-170	Thermo, Standard, White, Arrows	EA	60	No Bid
11-180	Thermo, Standard, White, Yield Line	LF	8	No Bid
11-211	Thermo, Standard, Yellow, Solid 6"	NM	4000	No Bid
11-222	Thermo, Standard, Yellow, Solid 8"	LF	1.1	No Bid
11-223	Thermo, Standard, Yellow, Solid 12"	LF	2.5	No Bid
11-224	Thermo, Standard, Yellow, Solid 18"	LF	3.75	No Bid
11-225	Thermo, Standard, Yellow, Solid 24"	LF	5	No Bid
11-231	Thermo, Standard, Yellow, Skip 6"	GM	1125	No Bid
11-251	Thermo, Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	1.1	No Bid
101-1	**MOBILIZATION**			No Bid
	Work Order Total $0.00 - $50,000	LS	7000	No Bid
	Work Order Total $50,001 - $100,000	LS	7000	No Bid
	Work Order Total $100,001 - $500,000	LS	7000	No Bid
	Work Order Total Over $500,000	LS	7000	No Bid
102-1	**Maintenance of Traffice (MOT)**			No Bid
	Standard Index 600 Series MOT for 2-Lane, 2-Way Closure	Per Day	1250	No Bid

BASIS FOR AWARD **TOTAL BID: $46,039.50**

PC-009 FOG SEAL

Item No.	Description	Unit	Asphalt Paving Systems Unit Price	Pavement Tech
PC-009	**FOG SEAL**			No Bid
	0 - 25,000	SY	**0.55**	No Bid
	25,001 - 50,000	SY	**0.4**	No Bid
	50,001 AND OVER	SY	**0.35**	No Bid
902-2	Silica Sand	SY	**0.15**	No Bid
PC-011	**STRIPING AND PAVEMENT MARKING REMOVAL**			No Bid
PC-011-1	REMOVAL BY WATER BLASTING	SF	1	No Bid
PC-011-2	REMOVAL BY GRINDING	SF	0.5	No Bid
PC-012	**REFLECTIVE PAVEMENT MARKERS**			No Bid
PC-012-1	REFLECTIVE PAVEMENT MARKERS (REMOVE)	EA	1	No Bid
PC-012-2	FURNISH/INSTALL BI-DIRECTIONAL YELLOW MARKER (A/A)	EA	5	No Bid
PC-012-3	FURNISH/INSTALL BI-DIRECTIONAL WHITE/RED MARKER (C/R)	EA	5	No Bid
PC-012-4	FURNISH/INSTALL MONO-DIRECTIONAL YELLOW MARKER (M/A)	EA	5	No Bid
710	**PAINTED PAVEMENT MARKINGS**			No Bid
11-111	Standard, White, Solid 6"	NM	1585	No Bid
11-122	Standard, White, Solid 8"	LF	0.5	No Bid
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11-251	Thermo, Standard, Yellow, Dotted/Guideline 6-10 Gap, 6"	LF	1.1	No Bid
101-1	**MOBILIZATION**			No Bid
	Work Order Total $0.00 - $50,000	LS	200	No Bid
	Work Order Total $50,001 - $100,000	LS	200	No Bid
	Work Order Total $100,001 - $500,000	LS	200	No Bid
	Work Order Total Over $500,000	LS	200	No Bid
				No Bid
102-1	**Maintenance of Traffice (MOT)**			No Bid
	Standard Index 600 Series MOT for 2-Lane, 2-Way Closure	Per Day	1250	No Bid
	BASIS FOR AWARD	**TOTAL BID:**	**$17,074.45**	
	ADDITIONAL PRICING FOR INFORMATION			No Bid
	SHOULDER AND ROADSIDE			No Bid
570-1-1	PERFORMANCE TURF - SEED AND MULCH	SY	1.95	No Bid
570-1-2A	PERFORMANCE TURF - SOD (ST. AUGUSTINE)	SY	2.75	No Bid
570-1-2B	PERFORMANCE TURF - SOD (BAHIA)	SY	2.25	No Bid
577-70	SHOULDER REWORK	SY	1.75	No Bid
104-13-1	SILT FENCE TYPE III	LF	0.85	No Bid
110-10	MAILBOX (REMOVE AND REPLACE)	EA	200	No Bid

AWARD INFORMATION
FOR
BID # 15-601
Pavement Management Alternative Methods

AWARD DATE:	October 5, 2015	October 5, 2015
AWARDED TO:	Pavement Technology Inc.	Asphalt Paving System, Inc,
ADDRESS	24144 Detroit Road Westlake, OH 44145	9021 Wire Road Zephyrhills, FL 33540
PHONE NUMBER	440-892-1895	813-788-0010
TOLL FREE NUMBER	800-333-6309	
CONTACT:	John J. Schlegel	Robert Capoferri
EMAIL ADDRESS:	jschlegel@pavetechinc.com	ponderosamark@hotmail.com
ITEMS:	PC-002	PC-003 ALT, PC-004 ALT, PC-005 ALT PC-006 ALT, PC-007 ALT, PC-008 ALT, PC-009 ALT
CONTRACT PERIOD:	October 5, 2015 through October 4, 2018	October 5, 2015 through October 4, 2018
MASTER PO#	21600219	21600220

Florida's Crossroads of Opportunity

Board of County Commissioners

330 West Church Street, Room 150
PO Box 9005 • Drawer AS05
Bartow, Florida 33831-9005

POLK COUNTY

PHONE: 863-534-6757
FAX: 863-534-6789
www.polk-county.net

PROCUREMENT DIVISION

October 13, 2015

VIA EMAIL ONLY:
PONDEROSAMARK@HOTMAIL.COM

Mr. Rohrbach
Asphalt Paving Systems, Inc.

Subject: Bid #15-601 Pavement Management Alternative Methods

Dear Mr. Rohrbach:

Asphalt Paving Systems is awarded the following bid items: PC-003 ALT, PC-004 ALT, PC-005 ALT, PC-006 ALT, PC-007, ALT, PC-008 ALT, PC-009 ALT. You are now authorized to begin work, effective October 5, 2015 through October 4, 2016. This contract will automatically renew for two (2), one (1) years terms unless terminated. Please contact Austin Potts, Transportation Division, at (863) 284-4319 for further instructions.

If your insurance expires during the contract period, a renewal certificate must be submitted. If your insurance for this contract lapses while the work is in progress stop work immediately. Further work on the project is prohibited until an insurance certificate is submitted and written authorization is received from the County.

Sincerely,

Tammy G. Spearman
Tammy G. Spearman, CPPO, CPPB
Procurement Specialist

/tws

Katia Delgado, Transportation Division
Joe Montoya, Transportation Division
Jay Jarvis, Transportation Division
Dawna Thompson, Finance and Accounting
Bid file #15-601

BID REGISTRATION

You MUST register using this form in order to receive notice of any addenda to these documents. Please fax the completed form to the Procurement Division as soon as possible. It is the vendor's responsibility to verify if addenda have been issued.

Bid Number: 15-601, Pavement Management Alternative Methods

Description: Provide the necessary labor, material, equipment and supervision for pavement management alternative methods.

Receiving Period: Wednesday, September 9, 2015, prior to 2:00 p.m.

Bid Opening: Wednesday, September 9, 2015, 2:00 p.m.

NOTE: This is an annual bid therefore, there is no established budget. The services contained within this bid are utilized on an as-needed basis. This is a new annual bid; there is no prior bid information available.

This form is for bid registration only. Please scroll down for additional information.

BIDDER REGISTRATION
FAX THIS FORM BACK IMMEDIATELY
FAX: (863) 534-6789

Carefully complete this form and e-mail or fax it to the Procurement Division. You must submit one form for each bid that you are registering for.

Company Name: _____

Contact Person: _____

Mailing Address: _____

City:_____ State:_____ Zip Code:_____

Phone:_____Fax:_____ E-mail:_____

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a “Sealed Bid”. Be sure to include the name of the company submitting the bid where requested.

SEALED BID ● DO NOT OPEN

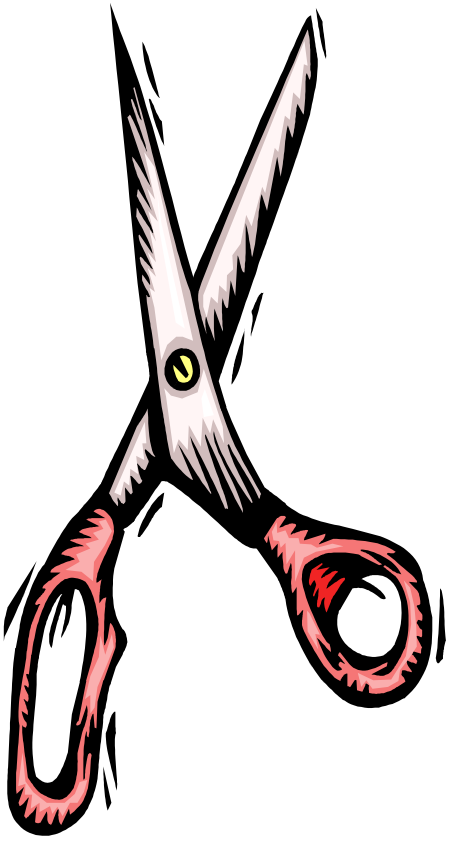
SEALED BID NO.: 15-601

BID TITLE: Pavement Management Alternative Methods

DUE DATE/TIME: Wednesday, September 9, 2015 prior to 2:00 p.m.

SUBMITTED BY: _____
(Name of Company)

DELIVER TO: PROCUREMENT DIVISION
330 West Church Street, Room 150
Bartow, Florida 33830



POLK COUNTY

Procurement Division
Fran McAskill
Procurement Director

Bid #15-601
PAVEMENT MANAGEMENT ALTERNATIVE METHODS

Polk County, a political subdivision of the State of Florida, requests the submittal of bids from vendors that are interested in providing pavement management alternative methods as described herein. Sealed bids will be received in the Procurement Division, **prior to 2:00p.m, Wednesday, September 9, 2015.** Bids will be opened at 2:00p.m., September 9, 2015.

Attached are important instructions and specifications regarding responses to this Bid. Failure to follow these instructions could result in Bid disqualification.

Questions regarding this bid should be in writing and should reference the above Bid number. Submit all questions to **Tammy G. Spearman, CPPO, CPPB Procurement Specialist,** via email at tammywinton-spearman@polk-county.net or via fax at (863) 534-6789 by 4:00 p.m., Monday, August 31, 2015.

Bids may be mailed, express mailed or hand delivered to:

Procurement Division
330 W Church St, Rm 150
Bartow, Florida 33830
(863) 534-6757
STATEMENT OF NO BID

If you do not intend to submit a bid, please complete the information below and return to the Procurement Division via fax or e-mail. If returning by mail, please be sure the bid number and title are clearly marked on the front of the envelope.

( ) Insufficient time to respond
( ) Do not offer this product
( ) Specifications unclear
( ) Specifications too restrictive
( ) Unable to meet specifications
( ) Unable to meet bond/insurance requirements
( ) Schedule would not permit us to perform
( ) Other (please specify below)

_____

Company Name:_____ Date:_____

Telephone Number:_____ Signature:_____

TABLE OF CONTENTS

Item	Page
Bid Summary and Registration	1
Sealed Bid Label	2
Cover Sheet	3
Table of Contents	4
Bidder Instructions and General Information	5
General Conditions	15
Special Conditions	17
Technical Specifications	22
Bid Sheets	95
Signature Acknowledgement	96
Drug-Free Workplace Form	97
Non-Collusion Affidavit of Prime Bidder	98
Insurance Requirements and Submittal Page	99 and 100
Safety Requirements/Regulations	101 and 102
Safety Requirements/Regulations Form	103
Affidavit Certification Immigration Laws	104

BIDDER INSTRUCTIONS AND GENERAL INFORMATION

BIDDER INSTRUCTIONS: To ensure acceptance of this bid, follow these instructions.

BID DOCUMENTS MUST BE DELIVERED TO THE PROCUREMENT DIVISION PRIOR TO 2:00P.M. ON THE DATE SPECIFIED. THERE WILL BE NO EXCEPTIONS.

1. **EXECUTION OF BID:** Bid must contain an original signature of an authorized representative in the space provided on the signature page. Bid must be typed or printed in black ink. Erasable ink is not permitted. Corrections made by bidder to any bid entry must be initialed by the person who signs the bid.

2. **NO BID:** Bidders not interested in submitting a bid should return a "no bid," with an indication of the reason for no bid and the interest in future bid solicitations.

3. **BID OPENING:** It is the responsibility of the bidder to assure that their bid is delivered at the proper time and place prior to the bid opening. All bid openings shall be public, at 2:00 p.m., on the date specified in the Notice to Bidders. Bids, which for any reason are not so delivered, will not be considered. **BID SUBMITTAL FORMS USING FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.**

   NOTE: In accordance with Florida Statute 119.071, a listing of vendors that provide a bid submittal shall be posted to the County's website at http://www.polk-county.net/boccsite/departments/budget-and-procurement/bids/bid-status/ . The sealed bids shall remain exempt from disclosure, including bid amounts, until recommendation of award or 30 days after bid opening, whichever event occurs first.

   Should the Procurement Director reject all bids, before the recommendation of award or 30 days after bid opening, and concurrently provide notice of the County's intent to reissue the bid, the rejected bids will remain exempt from Florida Statute 119.07 until such time as the County provides notice of recommendation of award of the reissued bid or until the County withdraws the reissued bid. The bid is not exempt for longer than12 months after the notice of rejection of all bids.

4. **COUNTY AS GATEKEEPER OF DOCUMENTS:** This document is issued by Polk County and as such shall be the sole distributor of all addendums and/or changes to these documents. It is the responsibility of the bidder to determine issuance of documents directly with the Procurement Division. The County is not responsible for any solicitations issued through subscriber, publications, or other sources not connected with the County and the bidder should not rely on such sources for information regarding the solicitation.

5. **TAXES:** Bidders are responsible for the payment of any applicable taxes that are connected to the purchase of any materials or subcontractors used in the execution of this bid.

6. **DISCOUNTS:** Bidders may offer a cash discount for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted.

7. **MISTAKES:** Bidders are required to examine the specifications, delivery schedule, bid prices and all instructions pertaining to the requirements of this bid. Failure to do so will be at bidder's risk. In case of a mistake in extension of a unit price, the unit price will govern. Corrections made by bidder to any bid entry must be initialed by the person who signs the bid.

8. **INVOICING AND PAYMENT:** The successful bidder shall submit a properly certified invoice to the County at the prices bid. **An original invoice shall be submitted to the appropriate User Division.** The vendor shall include the bid number and/or the purchase order number on all invoices. The vendor's Project Manager or any authorized officer shall, by affidavit, attest to the correctness and accuracy of all charges. Invoices will be processed for payment when approved by the appropriate Division's Project Manager or designee.

9. **CONFLICT OF INTEREST:** All bidders must disclose, with their bid, the name of any officer, director or agent who is also an employee of the County or any of their agencies. Furthermore, all bidders must disclose the name of any County employee who owns, directly or indirectly, any interest of any amount in the bidder's firms or any of their branches. Award of this bid shall be subject to the provisions of Chapter 112, Florida Statutes.

10. **WARRANTY:** Unless otherwise specified, the bidder agrees that the services furnished under this bid shall be covered by the most favorable commercial warranty the bidder gives to any customer for comparable services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this bid.

11. **ADDENDUM:** Any changes in the bid shall be made in the form of a written addendum by the Procurement Director or their designee. No other person shall be authorized to make changes verbally or in writing. If an addendum is issued, the addendum sheet should be signed and submitted with your bid submittal.

12. **LIABILITY:** The vendor shall hold and save the County, its officers, agents and employees harmless from liability of any kind in the performance of this bid and against claims by third parties resulting from the supplier's breach of contract or the supplier's negligence.

13. **PATENTS AND ROYALTIES:** The bidder, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented or non-patented invention, process, or article manufactured and used in the performance of this bid. If the bidder uses any design, device or material covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or material in any way involved in the work.

14. **BID PROTEST:** Any bidder desiring to file a bid protest, with respect to a recommended award of any bid, shall do so by filing a written protest. The written protest must be in the possession of the Procurement Division within three (3) working days of the Notice of Recommended Award mailing date. All bidders who bid will be sent a Notice of Recommended Award, unless only one bid was received.

    A copy of the bid protest procedures may be obtained from the Polk County Procurement Division or can be downloaded from the County's website at http://www.polk-county.net/boccsite/departments/budget-and-procurement/bids/bid-status/.

    FAILURE TO FOLLOW BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY POLK COUNTY, FLORIDA, SHALL CONSTITUTE A WAIVER OF THE BIDDER'S RIGHT TO PROTEST AND ANY RESULTING CLAIM.

15. **INDEMNIFICATION:** Vendor, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County), protect and hold the County, and its officers, employees and agents, harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses whatsoever (including, without limitation, attorneys' fees, costs, and expenses incurred during negotiation, through litigation and all appeals therefrom) including, without limitation, those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Vendor to comply with applicable laws, rules or regulations, (ii) the breach by Vendor of its obligations under any Agreement with the County entered into pursuant to this solicitation, (iii) any claim for trademark, patent, or copyright infringement arising out of the scope of Vendor's performance or nonperformance of the Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Vendor, its professional associates, subcontractors, agents, and employees; provided, however, that Vendor shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence. The obligations imposed by this Section shall survive the expiration or earlier termination of the Agreement.

16. **PUBLIC ENTITY:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statues, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. When submitting this bid, the bidder hereby certifies that they have complied with said statute.

17. **PREFERENCE FOR DRUG FREE WORKPLACE:** Whenever two or more bids, which are equal with respect to price, quality and service, are received, preference shall be given to a bid received from a business that certifies that it has implemented a drug free workplace program in accordance with Section 287.087, Florida Statutes. In order to

receive preference, a signed certification of compliance must be submitted with the bid response.

18. **CODE OF ETHICS**: If any bidder violates or is a party to a violation of the code of ethics of Polk County or the State of Florida, with respect to this bid, such bidder may be disqualified from performing the work described in this bid or from furnishing the goods or services for which the bid is submitted and shall be further disqualified from bidding on any future bids for work, goods, or services for the County.

19. **SEALED BIDS**: All bid submittals must be completed and submitted in a sealed parcel. **(DO NOT INCLUDE MORE THAN ONE BID SUBMITTAL PER ENVELOPE. BID SUBMITTAL SHALL INCLUDE ONE (1) ORIGINAL AND ONE (1) COPY OF ORIGINAL.)** The **Original** bid submittal(s) shall be submitted on the forms provided by Polk County. All bids are subject to the conditions herein; failure to comply will subject bid to rejection.

GENERAL INFORMATION

1. **DEFINITIONS:** The term "County" means the Polk County Board of County Commissioners, a political subdivision of the State of Florida, and its authorized designees, agents or employees.

2. **AWARD(S):** The award of this bid shall be based on low bid per each alternative method. . As the best interest of the County may require, the right is reserved to make award(s) by individual item, group of items or as indicated in the bid form; to reject all bids or waive any minor irregularities or technicalities in bids received. In determining the lowest responsive and responsible bidder, in addition to price, the following may be considered:

   - Vendor's evaluation – quality of performance on previous projects.
   - The ability, capacity, equipment and skill of the bidder to fulfill the contract.
   - Whether or not the bidder can fulfill the contract within the time specified, without delay or interference.
   - The character, integrity, reputation, judgment, experience and efficiency of the bidder.
   - The previous and existing compliance by the bidder with laws and ordinances relating to the contract.
   - The sufficiency of the financial resources to fulfill the contract to provide the goods and/or services.
   - The quality, availability and adaptability of the suppliers or contractual services to the particular use required.
   - The ability of the bidder to provide future maintenance and service, as required or needed.
   - The number and scope of conditions attached to the bid.

3. **LOCAL PREFERENCE:** It is the policy of the Board of County Commissioners to afford local preference to Polk County entities in the award of bids. Preference shall be administered in accordance with the following:

   When bids are received that do not exceed $3,000,000.00, and the lowest price is offered by an entity located outside of Polk County, and the next lowest price is offered

by an entity located in Polk County, and is within 2% of the lowest price offered, then the Polk County entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the Polk County entity will be awarded the bid if the Polk County entity is otherwise fully qualified and meets all county requirements.

When bids are received that are greater than $3,000,000.00 but do not exceed $5,000,000.00, and the lowest price is offered by an entity located outside of Polk County, and the next lowest price is offered by an entity located in Polk County, and is within 1% of the lowest price offered, then the Polk County entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest-price is reached, the Polk County entity will be awarded the bid if the Polk County entity is otherwise fully qualified and meets all county requirements.

When bids are received that are greater than $5,000,000.00, and the lowest price is offered by an entity located outside of Polk County, and the next lowest price is offered by an entity located in Polk County, and is within .5% of the lowest price offered, then the Polk County entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the Polk County entity will be awarded the bid if the Polk County entity is otherwise fully qualified and meets all county requirements.

For purposes of this provision the term "Polk County entity" means any business having a physical location within the boundaries of Polk County, Florida, at which employees are located and business activity is managed and controlled on a day to day basis. Additionally, the business must have been located within the boundaries of Polk County for a minimum of 12 months prior to the date the applicable solicitation is issued. This requirement may be evidenced through a recorded deed, an executed lease agreement, or other form of written documentation acceptable to the County. The County shall have the right, but not the obligation, to verify the foregoing requirements.

If a contract is being funded in whole or in part by assistance of any federal, state or local agency which disallows local preference, the County will adhere to those requirements by not applying this section.

This policy does not apply if this bid qualifies as a Sheltered Market bid.

4. **VENDOR PREFERENCE:** It is the policy of the Board of County Commissioners to afford vendor preference to women or minority owned businesses in the award of bids. Preference shall be administered in accordance with the following:

When sealed bids are received that do not exceed $3,000,000.00, and the lowest price is offered by a non-women or minority owned entity located outside of Polk County, and a price is offered by a women or minority owned entity that is within 2% of the lowest price offered, then the women or minority owned entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the women or minority owned entity will be awarded the bid if the women or minority owned entity is otherwise fully qualified and meets all County requirements.

When sealed bids are received that are greater than $3,000,000.00 but do not exceed $5,000,000.00, and the lowest price is offered by a non-women or minority owned entity located outside of Polk County, and a price is offered by a women or minority owned entity that is within 1% of the lowest price offered, then the women or minority owned entity shall be given the opportunity to match the lowest price offered, and if agreement to match lowest price is reached, the women or minority owned entity will be awarded the bid if the women or minority owned entity is otherwise fully qualified and meets all County requirements.

When sealed bids are received that are greater than $5,000,000.00, and the lowest price is offered by a non-women or minority owned entity located outside of Polk County, and a price is offered by a women or minority owned entity that is within .5% of the lowest price offered, then the women or minority owned entity shall be given the opportunity to match the lowest price offered, and if agreement to match lowest price is reached, the women or minority owned entity will be awarded the bid if the women or minority owned entity is otherwise fully qualified and meets all County requirements.

The term "Women or Minority Owned Entity" means any business having at least 51% ownership by women or minority group members who independently control the management and day-to-day operations of the firm. Group members are Females, African Americans, Hispanic Americans, Asian-Pacific Americans, Native Americans, and Asian-Indian Americans.

If a contract is being funded in whole or in part by assistance of any deferral, state or local agency which disallows this form of preference, the County will adhere to those requirements by not applying this section.

This policy in no way supersedes the Local Preference Policy.

This policy does not apply if this bid qualifies as a Sheltered Market bid.

5. **NON-CONFORMANCE TO BID CONDITIONS:** Services not delivered as per delivery date in bid and purchase order may result in bidder being found in default, in which event any and all re-procurement costs may be charged against the defaulting vendor. This non-conformance to bid conditions may result in immediate cancellation of the purchase order.

6. **ASSIGNMENT:** Any purchase order issued pursuant to this bid and the monies which may become due herein is not assignable except with the prior written approval of the Procurement Director.

7. **DISPUTES:** In the event of any doubt or difference of opinion as to the methods provided herein, or the level of performance rendered, the decision of the user department/division director shall be final and binding on both parties.

8. **FACILITIES:** The County reserves the right to inspect the bidder's facilities at any time, with prior notice.

9. **PLACING OF ORDERS:** The award of this bid does not constitute an order. Before any services can be performed, the successful bidder must receive written or oral notification in accordance with the practices of the User Division.

10. **PRECEDENCE:** Any requirement set forth in any section of the bid documents shall be binding as if called for by all sections. If there is a difference in the terms anywhere in this document, the most restrictive shall prevail.

11. **ADDITIONS/REVISIONS/DELETIONS:** Additions, revisions or deletions to the general conditions, specifications or bid price sheets that change the intent of the bid will cause the bid to be non-responsive and the bid will not be considered. The Procurement Director shall be the sole judge as to whether or not any addition, revision or deletion changes the intent of the bid.

12. **TERMINATION/SUSPENSION:** The County may terminate this Bid at any time, in whole or in part, either for the County's convenience or because of the Bidder's material default of its Bid obligations, by delivering a written notice of termination to the Bidder. Upon receipt of such notice, the Bidder shall:

    - Immediately discontinue all work unless the County's notice directs otherwise, and

    - Deliver to the County any and all data, reports, summaries, and all other information and materials of any type or nature whatsoever, whether completed or in process, the Bidder may have accumulated or generated in the course of performing the work of the Bid.

    If at any time the User Division determines that the Bidder is in material default of its Bid obligations, then the User Division shall complete and deliver a Vendor Complaint Form to the Bidder that specifically states the basis for the Bidder's default. Within ten (10) days after its receipt of the Vendor Complaint Form, the Bidder shall correct all events of default. If, however, the Bidder's material default is such that it cannot be reasonably cured within the ten (10) day time period, then the County will not terminate the Bid for such default if the Bidder commences the necessary curative actions within ten (10) days after its receipt of the Vendor Complaint Form and thereafter diligently pursues the cure to completion.

    If the Bidder's default continues beyond the allotted cure period, the Procurement Director: (i) may terminate the Bid, and (ii) may also suspend the Bidder in accordance with the Suspension and Debarment Section of the County Procurement Procedures Manual.

13. **CANCELLATION:** All annual bid obligations shall prevail for at least one hundred eighty (180) days after effective date of the bid, unless bid conditions are breached as specified herein. After that period, for the protection of both parties, either party may cancel this bid in whole or part by giving thirty (30) days prior notice in writing to the other party. The County reserves the right to cancel any bid after reasonable written notice to the successful bidder should the service not be in the best interest of the

County. Should the service rendered for any bid cause or threaten endangerment to public safety or welfare, the Procurement Director may cancel the bid immediately.

14. **PRICE ADJUSTMENTS:** Any price decrease executed during the contract period, either by reason of market change or on the part of the contractor to other customers, shall be passed on to the County.

15. **PLANS AND SPECIFICATIONS:** The specifications and other bid documents upon which the prices in the vendor's bid proposal are based on are hereby made a part of the purchase order by reference thereto.

16. **PERFORMANCE AND PAYMENT BOND:** If a bond is required, it will be called out in the Special Conditions section of the bid. The vendor shall furnish a performance and payment bond, in an amount equal to the amount awarded, as security for the faithful performance and payment of all the vendor's obligations under the bid documents. The bond shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the bid documents. All bonds shall be in the form prescribed by the bid document except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department and A.M. Best rated A VIII or better.

17. **UNAUTHORIZED ALIEN(S):** The vendor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, the successful vendor will complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

    Employers may avail themselves of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet-based system operated by U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automated link to Federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers.

    If your company wishes to avail themselves of this program, you can register online for E-Verify at **http://www.dhs.gov/how-do-i/verify-employment-eligibility-e-verify** which provides instructions for completing the registration process. At the end of the registration process, you will be required to sign a Memorandum of Understanding (MOU) that provides the terms of agreement between you as the employer, the SSA, and DHS. An employee who has signatory authority for the employer can sign the MOU. Employers can use their discretion in identifying the best method by which to sign up their locations for E-Verify. To find out more about E-Verify, please visit **www.dhs.gov/e-verify** or contact USCIS at **1-888-464-4218.**

18. **ANNUAL APPROPRIATIONS:** The vendor acknowledges that the County, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted or the reduction of revenues for those budgeted agreements that may be available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the County's performance and obligation to pay under this agreement is contingent upon annual appropriation.

19. **PRICE INCREASES:** The Procurement Director Reserves the right to increase/decrease prices after the bid has been in place for a minimum of 12-months, when it is in the best interest of the County. Increases/decreases will be determined by the appropriate price index.

20. **UNCONTROLLABLE FORCES (FORCE MAJEURE):** When events occur that are not of the Contractor or County's doing, neither the Contractor nor the County will be deemed in default should the events meet the definition of "Uncontrollable Forces", also known as "Force Majeure". The term "Uncontrollable Forces" or "Force Majeure" shall mean any event which results in the prevention or delay of performance by a party of its obligations and which is beyond the reasonable control of the non-performing party. The events include, but are not limited to, fire, flood, earthquakes, storms, hurricanes, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

    Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied the event prior to its occurrence.

    The non-performing party shall, within five (5) calendar days after being prevented or delayed from performance by an uncontrollable force, deliver written notice to the other party particularly describing the circumstance that prevented its continued performance of the obligations of the work and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay.

21. In the event of default by the successful Bidder, the County reserves the right to utilize the next lowest Bidder as the new Awardee when the default occurs within the first term of the bid. Should this occur, the next lowest Bidder will be required to provide the bid items at the prices as noted on their bid submittal.

ATTENTION BIDDERS

The Successful Bidder must register in our new Vendor Database if you have not already done so prior to award of this bid. A purchase order cannot be issued to a vendor until they have registered.

You may register by going to the following link:

http://www.polk-county.net/boccsite/Doing-Business/Vendor-Registration/

Registered vendors will receive a User ID and Password to access their company information. All registered vendors must provide their owner gender, owner ethnicity, corporate status, and a minimum of one (1) commodity code to be considered registered. It is the responsibility of all vendors to update their vendor information.

Only registered vendors will receive notifications of future bids and quotes.

GENERAL CONDITIONS

1. Award will be made based on the lowest responsive bid per alternative method meeting specifications. Bidders are not required to bid on all alternative methods, but must bid on all items contained within each alternative method bid in order for their bid to be considered responsive. All bid items that are part of the basis of award should be bid at a fair and reasonable price; failure to do so may cause the bid to be non-responsive. The Procurement Director shall be the sole judge of what is fair and reasonable. The Procurement Director reserves the right to reject any or all bids and/or waive any minor irregularities in the bids received, whichever would be in the best interest of the County.

2. **PERFORMANCE OF WORK:** Portions of the work required under this bid may be performed by subcontractors. Should the successful vendor plan to use subcontractors from the beginning to perform the required work, the vendor must provide a list of subcontractors to the Procurement Division for approval prior to bid award. Should the successful vendor require subcontractors to perform any work during the course of the work assigned under this bid, the vendor must also provide a list of subcontractors to the Procurement Division for approval. The vendor shall be fully responsible for all acts and omissions of their subcontractors and of persons directly or indirectly employed by them and of persons for those acts any of them may be liable to the same extent as if they were employed by the vendor. All submittals required of the prime vendor shall also be required from the subcontractor. Any work performed by the successful vendor or sub-contracted out must meet all regulated deadlines.

3. The period of performance for this bid begins on the date of award through September 30, 2016. The bid will automatically renew for two (2) one (1) year periods, unless otherwise terminated in accordance with General Information Items #12 and #13.

4. All prices bid shall remain unchanged during the period of performance, as specified herein, and as may be adjusted in accordance with General Information Item # 19.

5. If it becomes necessary to revise or amend any part of this bid, an addendum will be issued and will be posted on the County's website at http://www.polk-county.net/boccsite/doing-business/bids/. It is the sole responsibility of the bidders to check the website to ensure that all available information has been received prior to submitting a bid.

6. Vendors must possess a Polk County Local Business Tax Receipt (f/k/a Business License) in order to do business with the County. A copy of such license must be provided to the Procurement Division before award is made to the successful vendor.

7. Upon execution of the bid, the County reserves the right to conduct an audit of the contractor's records pertaining to the project. The County or its representatives may conduct an audit, or audits, at any time prior to final payment, or thereafter. The County may also require submittal of the records from the contractor, the subcontractor, or both as the County deems necessary, records include all books of account, supporting documents, and papers pertaining to the cost of performance of the project work.

8. If it becomes necessary to revise or amend any part of this bid, an addendum will be issued and will be posted on the County's website at http://www.polk-county.net/boccsite/doing-business/bids/. It is the sole responsibility of the bidders to check the website to ensure that all available information has been received prior to submitting a bid.

9. **Bidders are advised that in the interests of waste reduction and maximizing the potential for recycling, they are asked to abide by the following in preparing their bids:**

   - Return only the required bid submittal pages
   - Avoid comb, velo binding, and plastic binders
   - Avoid plastic dividers and/or plastic tabs
   - Print and/or copy double-sided to the extent feasible
   - Use at least 30% post-consumer recycled content paper to the extent practicable

SPECIAL CONDITIONS

1. **BIDDER QUALIFICATIONS:** Bidders should submit a list of three (3) asphalt maintenance projects for each alternative method bid upon, successfully completed within the last five (5) years in which the Contractor's portion of the work exceeded $50,000.00. The projects must be for FDOT or for local government agencies. The list shall include the names of the projects, names of the governmental agencies, names of the Project Managers for the governmental agencies, phone numbers for the Project Managers, and the dollar amounts of the contracts.

2. The contractor(s) shall provide all services to properly complete the work described in the Bid document, including but not limited to all labor, materials, supervision, equipment, tools, transportation and supplies. The contractor(s) is required to have a qualified superintendent on the job site at all times. If multiple jobs are under construction concurrently, each job is required to have a qualified superintendent on site. If the County determines that a job site is not being adequately supervised, a deficiency letter will be issued to the contractor(s).

3. Except as amended in the Bid document or otherwise directed by the Director User Division, all work shall conform to the Florida Department of Transportation Standard Specifications for Road and Bridge Construction; the Florida Department of Transportation Roadway and Traffic Design Standards; and the Manual of Uniform Traffic Control Devices, all current editions.

4. No work shall be performed under the provisions of this bid on any properties outside the limits of the project area without prior written permission of the lawful affected landowner. Any such permission shall be obtained by the contractor(s) and shall identify the provisions under which such work is to be performed and written permission obtained shall be provided to the County Project Manager prior to the associated work being performed. The contractor(s) shall not be compensated for any work outside the project area and shall hold the County harmless for all liabilities associated with said work outside the project area.

5. **DEFINITIONS:** The definitions as stated in Section 1-3 of the FDOT Specifications are modified as follows:

   a. The Department or FDOT: Reference is to the County as the owner of the project.

   b. Inspector: The person designated as an agent or representative of the County to perform construction inspection.

   c. The Engineer: This term has the same meaning as "Polk County Project Manager" as defined in the bid document.

   d. State Road: Any public roadway.

   e. The Department's Acceptance Tests: Tests adopted by the County.

   f. The District and/or Central Labs: The contractor's testing subcontractor, as authorized by the County.

6. **FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION**

   a. The current Division II Construction Details and Division III Materials in the FDOT Standard Specifications for Road and Bridge Construction, including all revisions

current at the time of the bid, shall apply to this Bid except as modified by Special Provisions or Technical Specifications attached to Bid document.

i. For Shoulder Rework, refer to Section 577-70 of the 2000 Edition of FDOT Standard Specifications for Road and Bridge Construction.

b. If any conflicts exist between the specifications prescribed in the Bid document, the more stringent requirement shall apply.

7. **PROJECT QUOTES AND WORK ORDERS**

a. This annual bid includes asphalt roadway treatments and/or recycling for multiple project work orders at various locations throughout Polk County, according to the requirements of the Bid document. The project work order locations may be anywhere within Polk County.

b. The County will perform a preliminary estimate for each project using the unit prices from the awarded vendors bid submittal for the alternative method to be used. The preliminary estimates may also include out of scope work items determined by the Project Manager. The contractor's final estimates will be returned the County Project Manager, including those out of scope cost previously identified by the Project Manager, prior to the deadline stated in the request for final estimate. When the final estimate is approved, a purchase order will be issued and notice to proceed given to the contractor. A work order with the approved final estimate must be attached to the purchase order. The contractor will then commence work and proceed in accordance with the approved schedule, if applicable. Payment for each project will be based on actual quantities used and unit prices from the bid, as approved by the County.

c. The approved quote amount on any individual work order shall be the maximum compensation payable to the contractor for that work order. The work order price may only be changed for altered quantities authorized by the County. If the contractor desires to make a claim for a change in quantity or schedule of an authorized work order, any such claim shall be submitted to the County Project Manager in writing within three (3) working days of the occurrence of the event giving rise to the claim.

8. **PROJECT SCHEDULES:** The County will require that the contractor submit time estimates for specific projects, at the County's request.

9. **Working Hours:** The regular working hours for Polk County are Monday – Friday, 7:00 AM to 5:30 PM. Permission to work outside of the regular work hours must be requested a minimum of 5 working days in advance from the County Project Management Section. Permission to work on County holidays must be requested a minimum of 5 working days in advance from the County Project Management Section.

10. **OUT OF SCOPE WORK:** When preparing a preliminary estimate, if it is known or reasonably anticipated that there are necessary items of construction that are not included on the price sheets of the bid or, during the course of executing a work order, the County Project Manager determines that there are necessary items of construction that are not included on the price sheets of the bid, then the County Project Manager will request a cost proposal from the Contractor for the "out of scope" work. . The "out of scope" proposal shall contain all necessary costs, expenses and time; the County shall not be obligated in any event for payment over the amounts identified in the proposal. The "out of scope" services shall not be greater than fifteen-percent (15%) of the "in-

scope" services. Contractor shall not commence work on any "out of scope" services until approval is received from the County Project Manager.

11. **TESTING AND INSPECTIONS**

    a. The contractor is responsible for all required testing on the project except when the Bid document, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction specifically require any Work to be inspected or tested by someone other than the contractor. For these inspections and testing, the contractor shall give the County Project Management Section a minimum of 48 hours' notice to prepare for the required inspections or testing.

    b. For all required inspections, tests and approvals on any work prepared, performed or assembled away from the site, the Contractor will furnish the County Project Management Section with the required Certificates of Inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Material (ASTM) or such other applicable organizations as may be required by law or the Bid document.

    c. Material or work in place that fail to pass acceptability tests shall be removed and reconstructed according to the bid requirements at the contractor's expense.

    d. No work shall be performed, nor materials used, without supervision and/or inspections by a representative of the County. The County representative shall have the authority to test and reject any materials and suspend the subject work at any time.

12. **EMERGENCIES:** In the event of an emergency, the contractor shall immediately notify the County Project Management Section.

13. **SUSPENSION OR STOPPING WORK BY THE CONTRACTOR:** The contractor shall not stop work on any project work order without the consent of the County Project Manager.

14. **MAINTENANCE OF TRAFFIC**

    a. The terms Traffic Control Plan (TCP) and Maintenance of Traffic Plan (MOT Plan) are intended to be synonymous. The term Maintenance of Traffic (MOT) is the function presented in the TCP.

    b. The contractor shall provide, install and maintain traffic devices for any assigned work according to the FDOT Design Standards Index 600 series, latest edition, and applicable laws and ordinances. The traffic control shall provide a safe work zone and safe flow of traffic in and through the project site.

15. **SURVEY**

    a. The County Survey Section will provide any construction layout services necessary to construct a project under this contract.

    b. The County Survey Section will provide any "as-built" surveys necessary after construction is completed.

16. **UTILITY COORDINATION:** The contractor shall be responsible for "Sunshine One Call" for all locations incorporated into the work orders.

17. **MATERIALS**

    a. The contractor shall provide copies of all delivery tickets, or invoices, for all materials and equipment to be used for the project to the County Project Management Section immediately upon delivery or as soon thereafter as is practical.

    b. Arrangements for storage areas for materials and equipment shall be the responsibility of the contractor. Before mobilizing or storing any materials or equipment, the contractor shall identify the areas to be used for storage in writing to the County. If property other than County right-of-way is proposed for storage, the contractor shall provide the County a copy of the written approval or agreement from the property owner before mobilizing or storing any materials or equipment on said property. The contractor shall be responsible for restoring any and all damages to storage areas. Restoration of damage to public right-of-ways, easements, or private properties outside of the work zone area shall be the contractor's responsibility. Reimbursement for restoration of storage areas outside of the work zones shall be included in the contractor's Mobilization bid price.

18. **WORKSITE VISIBILITY:** No work shall be performed when the visibility is less than two (2) times the Stopping Sight Distance for the highest regulatory posted speed through the project area as defined in the FDOT Manual of Uniform Standards for Design, Construction and Maintenance for Streets and Highways. Visibility distance shall be measured in all directions of travel and at locations and directed by the County. Project time extensions for substandard visibility shall be assessed according to FDOT Standard Specification Section 8-7.3.2.

19. **HISTORICAL AND ARCHAEOLOGICAL:** If historical or archaeological artifacts are discovered at any time on the project site, the contractor must notify the County, the Water Management District, the Florida Department of State and the Division of Historical Resources. The contractor shall follow any rules or requests from agencies with jurisdiction. If required to stop work, delay work or perform extra work in the affected area, delays and additional costs will be considered an unforeseen difficulty. If the contractor desires to make a delay claim, any such claim shall be submitted to the County Project Manager in writing within three working days of the occurrence of the event giving rise to the claim.

20. **CONTAMINATION:** Any equipment that is leaking fuel, lubricant, coolant, hydraulic fluid or any other hazardous material shall immediately be repaired by the contractor to stop the leak. The contractor shall clean up and dispose of any leaked fluids according to all applicable laws, ordinances, rules and regulations within 24-hours of occurrence. All repairs, removal, clean-up and/or disposal shall be at no cost to the County.

21. **SAFETY**

    a. The contractor is responsible for providing for the safety of all contractor's or subcontractor's personnel working in the Project Area.

    b. The contractor is required to comply with Florida Statute (F.S.), Chapter 556, Underground Facility Damage Prevention and Safety Act. The contractor is responsible for contacting Sunshine State One-Call of Florida, Inc., at 811 or www.callsunshine.com, no less than two (2) business days (48 hours) and no

more than 5 business days before beginning any excavation, the contractor provide notification according to the procedures of the F.S. Chapter 556.

22. **WORK AREA CLEAN-UP REQUIREMENTS**

    a. During the progress of the Work, the contractor shall keep the premises and maintained travel lanes free from accumulations of waste, discarded or surplus material, rubbish and other debris or contaminates resulting from the work.

    b. Following completion of the Work, contractor shall remove all waste material, rubbish, debris, tools, construction equipment, machinery, and surplus material from public right-of-ways, easements, and private properties. The contractor shall leave the site clean and ready for occupancy by the County at final completion of the work.

23. **WORK STOPPAGE:** From time to time, it may be necessary for the contractor to stop a portion of the work or all work to accommodate a civic function. If the contractor will be required to stop work, the County Project Management Section shall notify the Contractor a minimum of five (5) Working Days before any requested work stoppage. Following resuming work, the contractor and the County Project Manager shall agree to and document the number of additional days to be added to the project completion time to accommodate the requested work stoppage.

24. **WARRANTY:** The vendor shall warrant against all defects in material and workmanship for a period of one year after acceptance, unless otherwise indicated in the material's specification.

TECHNICAL SPECIFICATIONS

1. Bid Item No. PC-002 - Asphalt Rejuvenator

a. Description: Furnish all labor, material and equipment necessary to perform all operations for the sprayed application of an asphalt rejuvenating agent to bituminous asphaltic concrete surface courses.

b. Method of Measurement: Asphalt Rejuvenator will be measured by the square yard as provided for in the Bid Documents.

c. Basis of Payment: Price and payment will be full compensation for furnishing of all materials, equipment, labor and incidentals necessary to complete the work as specified.

2. Bid Item No. PC-003 – Crack Sealing

a. Description: Furnish all labor, material and equipment necessary to perform all operations for the preparation and sealing of all surface cracks ¼” inch wide or greater.

b. Method of Measurement: Crack Sealing shall be measured in gallons of crack seal applied to the road, as provided in the Contract Documents.

c. Basis of Payment: The unit price as shown on the Bid Sheet "Sealing" or "Routing and Sealing" shall be all inclusive to include cleaning, sealing, FDOT traffic control, mobilization and any other incidentals required to complete the work as specified.

3. Bid Item No. PC-004 – Chip Seal

a. Description: Furnish all labor, material and equipment necessary to perform all operations for single or double application of combined layers of polymer modified liquid asphalt emulsion and spread aggregate.

b. Method of Measurement: Chip seal, single or double application, will be measured by the square yard as provided for in the Contract Documents.

d. Basis of Payment: Price and payment will be full compensation for furnishing of all materials, equipment, labor and incidentals necessary to complete the work as specified.

4. Bid Item No. PC-005 – Micro-Surfacing

a. Description: Furnish all labor, material and equipment necessary to perform all operations for the placement of a polymer modified microsurface on a prepared existing paved road to the thickness specified by the County.

b. Method of Measurement: Microsurfacing will be measured by the square yard, with the exception of that used for rut filling. The later will be measured per ton, as provided for in the Contract Documents.

c. Basis of Payment: Price and payment will be full compensation for furnishing of all materials, equipment, labor and incidentals necessary to complete the work as specified.

5. Bid Item No. PC-006 - Scrub Seal

a. Description: Furnish all labor, material and equipment necessary to perform all operations for the sprayed application of a Scrub seal material to bituminous asphaltic concrete surface courses.

b. Method of Measurement: Scrub Seal will be measured by the gallon as provided for in the Contract Documents.

c. Basis of Payment: Price and payment will be full compensation for furnishing of all materials, equipment, labor and incidentals necessary to complete the work as specified.

6. Bid Item No. PC-007 – Cold-In-Place Recycling (CIP)

a. Description: Furnish all labor, materials and equipment necessary to perform all operations for the in-place construction of Cold Recycled Bituminous Base Course or CIR, as set forth in the Contract Documents.

b. Method of Measurement: CIR will be measured by the square yard. Refer to the technical specification for the method of measurements of additional tasks or materials associated to CIR, as per the technical specification.

c. Basis of Payment: Price and payment will be full compensation for furnishing of all materials, equipment, labor and incidentals necessary to complete the work as specified.

7. Bid Item No. PC-008-3 and PC-008-4 – Full Depth Reclamation (FDR)

a. Description: Furnish all labor, materials, and equipment necessary to perform all operations in the preparation of a stabilized base course done by in-place pulverizing and blending of the existing pavement and base materials, and the introduction of asphalt emulsion and additives as called for under the technical specifications.

b. Method of Measurement: Full Depth Reclamation will be measured by the square yard. Refer to the technical specification for the method of measurements of additional tasks or materials associated to FDR, as per the technical specification.

c. Basis of Payment: Price and payment will be full compensation for furnishing of all materials, equipment, labor and incidentals necessary to complete the work as specified.

8. Bid Item No. PC-009- Bituminous Fog Seal

a. Description: Furnish all labor, material and equipment necessary to perform all operations for the sprayed application of a bituminous fog seal material to bituminous asphaltic concrete surface courses.

b. Method of Measurement: Fog Seal will be measured by the gallon as provided for in the Contract Documents.

c. Basis of Payment: Price and payment will be full compensation for furnishing of all materials, equipment, labor and incidentals necessary to complete the work as specified.

PC-002 – ASPHALT REJUVENATOR

I. Description

This work shall consist of furnishing all labor, material, and equipment necessary to perform all operations for the application of an asphalt rejuvenating agent to asphalt concrete surface courses. The rejuvenation of surface courses shall be by spray application of a cationic rejuvenating agent composed of petroleum oils and resins emulsified with water. All work shall be in accordance with the specifications, the applicable drawings, and subject to the terms and conditions of this contract.

II. Material

A. Rejuvenator Agent:

The asphalt rejuvenating agent shall be an emulsion composed of a petroleum resin oil base uniformly emulsified with water. Each bidder must submit with their bid a certified statement from the asphalt rejuvenator manufacturer showing that the asphalt rejuvenating emulsion conforms to the required physical and chemical requirements.

TESTS	TEST METHOD ASTM	AASHTO	REQUIREMENTS MIN.	MAX.
Tests on Emulsion:				
Viscosity # 25°C, SFS	D-244	T-59	15	40
Residue, % W[1]	D-244 (mod)	T-59 (mod)	60	65
Miscibility Test[2]	D-244 (mod)	T-59 (mod)	No Coagulation	
Sieve Test, %W[3]	D-244 (mod)	T-59 (mod)	--	0.1
Particle Charge Test	D-244	T-59	Positive	
Percentage Light Transmittance[4]	GB	GB	--	30
Tests on Residue from Distillation:				
Flash Point, COC, °C	D-92	T-48	196	--
Viscosity @ 60°C, cst	D-445	--	100	200
Asphaltenes, %w	D-2006-70	--	--	1.00
Maltene Dist. Ratio $\frac{PC + A_1}{S + A_2}$[5]	D-2006-70	--	0.3	0.60
PC/S Ratio[5]	D-2006-70	--	0.5	--
Saturated Hydrocarbons, S[5]	D-2006-70	--	21	28

[1] ASTM D-244 Modified Evaporation Test for percent of residue is made by heating 50 gram sample to 149 C (300 F) until foaming ceases, then cool immediately and calculate results.
[2] Test procedure identical with ASTM D-244-60 except that 0.02 Normal Calcium Chloride solution shall be used in place of distilled water.
[3] Test procedure identical with ASTM D-244 except that distilled water shall be used in place of two percent sodium oleate solution.
[4] Test procedure is attached.
[5] Chemical composition by ASTM Method D-2006-70:
PC = Polar Compounds A_1 = First Acidaffins
A_2 = Second Acidaffins S= Saturated Hydrocarbons

B. Material Performance

The rejuvenating agent shall have a record of at least five years of satisfactory service as an asphalt rejuvenating agent and in-depth sealer. The asphalt rejuvenating agent shall have the capability to penetrate the asphalt pavement surface. The asphalt rejuvenating agent shall be absorbed and incorporated into the asphalt binder. Verification that said incorporation of the asphalt rejuvenating agent into the asphalt binder has been effected shall be by analysis of the chemical properties of said asphalt

binder i.e. viscosity shall be improved to the following extent. The viscosity shall be reduced by a minimum of forty, (40%) percent as determined by dynamic shear rheometer (DSR) method for asphalt testing in accord with AASHTO T315-05. This analysis shall apply to extracted asphalt binder, taken from cores extracted fifteen to thirty days following application, in the upper 3/8" of pavement. In addition the treated areas shall be sealed in-depth to the intrusion of air and water.

The rejuvenating agent shall have a record of at least five years of satisfactory service as an asphalt rejuvenating agent and in-depth sealer. Satisfactory service shall be based on the capability of the material to decrease the viscosity of the asphalt binder and provide an in-depth seal.

The bidder must submit with their bid the manufacturer's certification that the material proposed for use is in compliance with the specification requirements. The bidder must submit with their bid, previous use documentation and test data conclusively demonstrating that; the rejuvenating agent has been used successfully for a period of five years by government agencies such as cities, counties, etc.; and that the asphalt rejuvenating agent has been proven to perform, as heretofore required, through field testing by government agencies as to the required change in the asphalt binder viscosity and penetration number. Testing data shall be submitted indicating such product performance on a sufficient number of projects, each being tested for a minimum period of three years to insure reasonable longevity of the treatment, as well as product consistency. In addition, testing data shall be submitted to indicate said product performance over a testing period of three years to ensure reasonable life expectancy.

III. Equipment

Any equipment which is not maintained in full working order, or is proven inadequate to obtain the results prescribed, shall be repaired or replaced at the direction of the Engineer.

A. Distributer Tank:

The distributor for spreading the emulsion shall be self-propelled, and shall have pneumatic tires. The distributor shall be designed and equipped to distribute the asphalt rejuvenating agent uniformly on variable widths of surface at readily determined and controlled rates from 0.05 to 0.5 gallons per square yard of surface, and with an allowable variation from any specified rate not to exceed 5 percent of the specified rate.

Distributor equipment shall include full circulation spray bars, pump tachometer, volume measuring device and a hand hose attachment suitable for application of the emulsion manually to cover areas inaccessible to the distributor. The distributor shall be equipped to circulate and agitate the emulsion within the tank.

A check of distributor equipment as well as application rate accuracy and uniformity of distribution shall be made when directed by the Engineer.

The truck used for sanding shall be equipped with a spreader that allows the sand to be uniformly distributed onto the pavement. The spreader shall be able to apply 1/2 pound to 3 pounds of sand per square yard in a single pass. The spreader shall be adjustable so as not to broadcast sand onto driveways or treelawns.

B. Sand Truck:

Sand blotters may be used to allow early opening to traffic, if so determined by the Engineer. The truck used for sanding shall be equipped with a spreader that allows the sand to be uniformly distributed onto the pavement. The spreader shall be able to apply 1/2 pound to 3 pounds of sand per square yard in a single pass. The spreader shall be adjustable so as not to broadcast sand onto driveways or treelawns.

The sand to be used shall be free flowing, without any leaves, dirt stones, etc. Any wet sand shall be rejected from the job site.

C. Additional equipment:

Additional equipment will be needed to complete the operations required by this technical provision. All equipment necessary for the successful completion of projects governed by this technical provision shall be included in the unit costs associated herein. Availability of quality assurance devices (such as a 15' straight edge) shall be the responsibility of the Contractor.

IV. Experience

The asphalt rejuvenating agent shall be applied by an experienced applicator of such material. The bidder shall have a minimum of three years' experience in applying the product proposed for use. They must submit with their bid a list of five projects on which they applied said rejuvenator. They shall indicate the project dates, number of square yards treated in each, and the name and phone number of the representative in charge of each project. A project superintendent knowledgeable and experienced in application of the asphalt rejuvenating agent must be in control of each day's work. The bidder shall submit a written experience outline of the project superintendent.

V. Construction

A. Storm Water Pollution Prevention Plan

The contractor responsible for applying the asphalt rejuvenating agent shall maintain a current, written Storm Water Pollution Prevention Plan (SWPPP) that complies with all relevant Environmental Protection Agency (EPA) regulatory requirements. Prior to the commencement of application operations, the contractor shall conduct SWPPP training of all personnel actually applying the asphalt rejuvenating agent. At all times, the contractor shall ensure that a current copy of their SWPPP is present on-site, wherever the asphalt rejuvenating agent is being applied.

B. Handling of Asphalt Rejuvenating Agent

Contents in tank cars or storage tanks shall be circulated at least forty-five minutes before withdrawing any material for application. When loading the distributor, the asphalt rejuvenating agent concentrate shall be loaded first and then the required amount of water shall be added. The water shall be added into the distributor with enough force to cause agitation and thorough mixing of the two materials. To prevent foaming, the discharge end of the water hose or pipe shall be kept below the surface of the material in the distributor which shall be used as a spreader. The distributor truck will be cleaned of all its asphalt materials, and washed out to the extent that no discoloration of the emulsion may be perceptible. Cleanliness of the spreading equipment shall be subject to the approval and satisfaction of the Engineer.

C. Weather and Seasonal Limitations

The temperature of the asphalt rejuvenating emulsion, at the time of application shall be as recommended by the manufacturer. The asphalt rejuvenating agent shall be applied only when the existing surface to be treated is thoroughly dry. Additionally, application of the asphalt rejuvenating agent shall be prohibited when weather forecasts indicate a chance of a rain event in the work area, which would produce in excess of 0.10 inches of rain within four hours of the application of the asphalt rejuvenating agent. The contractor shall perform follow-up inspections of stormwater inlets, culverts, and drainage ditches (in accordance with the contractor's SWPPP) in the vicinity of the asphalt rejuvenating agent application operations, whenever a precipitation event, in excess of 0.10 inches of rain, occurs during a two day period following application of the asphalt rejuvenating agent. The asphalt rejuvenating agent shall not be applied when the ambient temperature is below 40° F.

D. Resident Notification

The Contractor shall distribute by hand, a typed notice to all residents and businesses on the street to be treated. The notice will be delivered no more than 24 hours prior to the treatment of the road. The notice will have a local phone number that the residents may call to ask questions. The notice shall be of the door hanger type which secures to the door handle of each dwelling. Unsecured notices will not be allowed. The contractor shall also place the notice on the windshield of any parked cars on the street. Hand distribution of this notice will be considered incidental to the contract.

E. Site Preparation

The Contractor shall be responsible for clipping back shoulders and removing overburden or any other vegetation or debris to ensure that the road is free of organic and deleterious material. The contractor will be responsible for blowing or sweeping the road immediately ahead of the operation to make sure the road is free of loose aggregate and other debris, as well as sweeping and cleaning the streets after treatment. If, in the opinion of the Engineer, the hand cleaning is not sufficient then a self-propelled street sweeper shall be used.

All manhole and valve covers, inlets and other service entrances, etc., shall be protected from bituminous material by placing reinforced waterproof, all-purpose paper or other suitable material, approved by the Engineer.

F. Application of Rejuvenating Agent

The asphalt rejuvenating agent shall be applied by a distributor truck at the temperature recommended by the manufacturer and at the pressure required for the proper distribution. The emulsion shall be applied so that uniform distribution is obtained at all points of the areas to be treated. Distribution shall be commenced with a running start to insure full rate of spread over the entire area to be treated. Areas inadvertently missed shall receive additional treatment as may be required by hand sprayer application.

Application of asphalt rejuvenating agent shall be on one-half width of the pavement at a time. When the second half of the surface is treated, the distributor nozzle nearest the center of the road shall overlap the previous application by at least one-half the width of the nozzle spray. In any event the centerline construction joint of the pavement

shall be treated in both application passes of the distributor truck.

Before spreading, the asphalt rejuvenating agent shall be blended with water at the rate of two (2) parts rejuvenating agent to one (1) part water, by volume or as specified by the manufacturer. The combined mixture of asphalt rejuvenating agent and water shall be spread at the rate of 0.05 to 0.10 gallons per square yard, or as approved by the Engineer.

Where more than one application is to be made, succeeding applications shall made as soon as penetration of the preceding application has been completed and approval is granted for additional applications by the Engineer.

Grades or super elevations of surfaces that may cause excessive runoff, in the opinion of the Engineer, shall have the required amounts applied in two or more applications as directed.

After the street has been treated, the area within one foot of the curb line on both sides of the road shall receive additional treatment of the asphalt rejuvenating emulsion. Said treatment shall be uniformly applied by a method acceptable by the Engineer.

After the rejuvenating agent has penetrated, a coating of dry sand shall be applied to the surface in sufficient amount to protect the traveling public as required by the Engineer.

All sand used during the treatment must be removed no later than 48 hours after treatment of the street. This shall be accomplished by a combination of hand and mechanical sweeping. All turnouts, cul-de-sacs, etc. must be cleaned of any material to the satisfaction of the Engineer. Street sweeping will be included in the price bid per square yard for asphalt rejuvenating agent.

If, after sand is swept and in the opinion of the Engineer, a hazardous condition exists on the roadway, the contractor must apply additional sand and sweep same no later than 24 hours following reapplication. No additional compensation will be allowed for reapplications and removal of sand.

G. Quality Assurance and Testing

The Contractor shall furnish a quality inspection report showing the source, manufacturer, and the date shipped, for each load of asphalt rejuvenating agent. When directed by the Engineer, the Contractor shall take representative samples of material for testing.

The County, at their option, may require testing to be performed on extracted asphalt cement from a pavement to a depth of three eights inch (3/8"). The testing protocol shall be extraction and recovery of the top 3/8” layer from a 4-inch or 6-inch core by ASTM D2172 and ASTM D1856. The recovered binder can be tested for complex viscosity @ 60ºC, Pas, using the Dynamic Shear Rheometer (DSR) by AASHTO T315, or viscosity @ 60ºC, Poises, using the Absolute viscosity @ 60ºC, Poises, by ASTM D2171.

Test sections shall be at least one squared yard in area. The test sections shall have

various application rates for each pavement type that exists on the project and shall be conducted prior to the application of product to define application rates which meet and/or exceed the above targets.

Costs associated with testing shall be included in bid price.

VI. Traffic Control

The Contractor shall schedule his operations and carry out the work in a manner to cause the least disturbance and/or interference with the normal flow of traffic over the areas to be treated. Treated portions of the pavement surfaces shall be kept closed and free from traffic until penetration, in the opinion of the Engineer, has become complete and the area is suitable for traffic.

When, in the opinion of the Engineer, traffic must be maintained at all times on a particular street, then the Contractor shall apply asphalt rejuvenating agent to one lane at a time. Traffic shall be maintained in the untreated lane until traffic may be switched to the completed lane.

The contractor shall be responsible for all traffic control and signing required to ensure safe travel. The contractor shall notify the police and fire departments as to the streets that are to be treated each day. If, in the opinion of the Engineer, proper signing is not being used, the Contractor shall stop all operations until safe signing and barricading is achieved.

VII. Method of Measurement

Asphalt rejuvenating agent will be measured by the square yard as provided for in the Contract Documents. The accepted quantities, measured as provided for above, will be paid for at the contract unit price for asphalt rejuvenating agent.

VIII. Basis of Payment

The accepted quantities, determined as provided above for each of the pay items listed below which is included in the contract, will be paid for at the contract unit price per unit of measurement. The Unit prices include all items listed in the contract, including all General Conditions, Special Conditions and Technical Provisions pertaining to Asphalt Rejuvenating Agent, including all items of work described herein. No additional payment will be provided for any item necessary for the completion of this contract as detailed in the specifications.

Payment will be made under:

Pay Item	Pay Unit
Asphalt Rejuvenating Agent	Square Yard

END OF SECTION PC-002

PROCEDURE FOR DETERMINING PERCENT LIGHT TRANSMITTANCE

I. Scope

This procedure covers the determination of percent light transmittance of the asphalt rejuvenating agent.

II. Equipment

A. Container may be either glass, plastic or metal having a capacity of 6,000 ml.
B. Graduated cylinder, 1,000 ml, or greater.
C. Light transmittance measuring apparatus, such as Bausch and Lomb or Lumertron spectrophotometer.
D. Graduated pipette having 1 ml capacity to 0.01 ml accuracy.
E. Suction bulb for use with the pipette.
F. Test tubes compatible with spectrophotometer, ¾" x 6, Bausch and Lomb, Catalog No. 33-17-81, (B&L).

III. Spectrophotometer Calibration

A. Calibrate spectrophotometer as follows:
   1. Set wavelength at 580 mμ
   2. Allow spectrophotometer to warm up for thirty minutes.
   3. Zero percent light transmittance (%LT) scale.
   4. Rinse test tube three times with tap water and fill to top of circle marking on B&L test tube, or approximately 2/3 full.
   5. Place tube in spectrophotometer and set %LT scale at 100
   6. Repeat steps 3 and 5 two times or until no further adjustments are necessary.

IV. Procedure

A. Shake, stir or otherwise thoroughly mix emulsion to be tested. Place sample of emulsion in beaker and allow to stand one minute.
B. Place 2.000 ml tap water in container.
C. Such 1.00 ml emulsion into pipette using suction bulb. Wipe off outside of pipette.
D. Using suction bulb, blow emulsion into container.
E. Rinse pipette by sucking in diluted emulsion solution and blowing out.
F. Clean pipette with soap or solvent and water. Rinse with acetone.
G. Stir diluted emulsion thoroughly.
H. Rinse out tube to be used with the diluted emulsion three times and fill to top of circle.
I. Calibrate spectrophotometer.
J. Place diluted emulsion sample tube in spectrophotometer, cover and read %LT to nearest tenth.
K. Repeat steps I and J until three identical consecutive readings are achieved.
L. The elapsed time between addition of emulsion to dilution of water and final %LT reading should not exceed 5 minutes.

PC-003 CRACK SEALING

I. Description

The work consists of applying a hot-applied, single component polymer/rubber modified asphalt material supplied in solid form, to seal or fill cracks or joints in asphalt concrete or Portland cement concrete pavements. Cracks or joints that will be sealed shall be a minimum of one quarter (1/4) inch, and have a maximum width of one (1) inch.

II. Materials

A. Polymer/rubber Modified Asphalt Material: Materials shall be a premixed, single component mixture of asphalt cement, aromatic extender oils, polymers, and granulized rubber in a closely controlled manufacturing process. Materials shall conform to the following specifications when heated in accordance to ASTM D5078 to the manufacturer's maximum safe heating temperatures.

Property	Specification
Cone Penetration, 77.0°F (ASTM D5329)	30 – 60 dmm
Resilience, 77.0°F (ASTM D5329)	30 % minimum
Softening Point (ASTM D113)	200°F minimum
Ductility, 77.0°F (ASTM D113)	300 mm minimum
Flow 140°F (60°C) (ASTM D5329)	3mm maximum
Asphalt Compatibility (ASTM D5329)	Pass
Bitumen Content (ASTM D4)	60% minimum
Tension Adhesion (ASTM D5329)	400% minimum
Maximum Heating Temperature	400°F (204°C)
Minimum Heating Temperature	380°F (193°C)

B. Blotting Material: If required, the blotting material shall be an aggregate such as cement dust, Crafco Detack or equivalent, or other cover aggregate approved by the Project Manager.

III. Equipment

A. Sealant Application Equipment: Equipment used to install the sealant into the cracks shall be as specified by the manufacturer and shall have the ability to fill cracks with two wands at the same time and maintain the proper temperature of the sealant throughout the sealing process. This heating unit shall be a jacketed double boiler melter with transmittal of heat through heat transfer oil. It shall be equipped with an on board automatic heat controlling device to permit the attainment of a predetermined temperature, and then maintain that temperature as long as required. The unit shall also have an agitation system to meet the requirements of Appendix X1.1. of ASTM 6690. The sealant shall be applied to the pavement under pressure supplied by a gear pump with hose and wand and direct connecting applicator tip. The pump shall have sufficient pressure to apply designated sealant at a rate of at least three (3) gallons (11.4L) per minute. Melter applicators shall be approved for use by the sealant

manufacturer. Pouring pots or gravity-fed sealant applicators shall not be used for sealing cracks and joints.

B. Hot Compressed Air (HCA) Equipment: A hot compressed air lance shall be used to clean, dry and pre-heat cracks prior to applying sealant. The air lance shall consist of a compressor propane system providing a high temperature, high velocity blast of air.

C. Compressor: The compressor shall be 75 C.F.M. capacity, or more, to ensure an adequate supply of air to effectively clean the joints. Any pneumatic tool lubricator must be bypassed and a filter installed on the discharge valve to keep water and oil out of the lines.

D. Crack Cleaning Equipment: Cleaning of excess debris shall be done by means of power sweepers, hand brooms, or air brooms.

IV. Submittals

The Contractor shall submit to the Project Manager the specifications sheets along with the manufacturer's suggested installation procedures of the type of crack seal that is to be used.

A log sheet shall be maintained during the crack seal operations. The original of this log sheet shall be supplied to the Project Manager. A minimum of the following information shall be recorded:

- Road name, date, time application process starts, amount installed, time application process ends.
- Date, time and amount added to the melter.
- The lot number from each box added shall be also recorded.
- Weather conditions

The Contractor shall supply the Project Manager with tickets and the corresponding actual lot numbers removed from the boxes, showing the amount of gallons used for each road.

A log of all herbicides, if any, shall be kept and a copy shall be supplied to the Project Manager within one (1) week of spraying. This log shall include the type of material, mixture rate, application rate, location, date, and time of application.

V. Preparations

A. Weather: No sealant shall be installed unless the ambient and pavement temperature are 40° and rising. There shall be no fog and no chance of rain. Any cracks that are not sealed the same day they are prepared shall be blown out with compressed air before the sealing operation continues. If rain or fog delays the sealing operation, the cracks shall be allowed to dry and shall have additional cleaning as required to remove any debris that may have been washed into the crack by rain. The cracks shall be completely dry before the seal treatment can resume. The Contractor may use the Hot Compressed Air Lance method of cleaning and drying the cracks with the approval of the Project Manager. Care shall be taken to not overheat the existing asphaltic concrete surface if this method is used.

B. Surface Preparation: No sealant shall be installed until all cracks and joints have been cleaned free of all deleterious materials, including any dust, old sealant, incompressibles, and organic material, and are sufficiently dry. Following the initial routing and cleaning operation, all cracks and joints shall be HCA lanced within 10 minutes of application of the sealant. Equipment for the two operations should be kept in a compact configuration such that not more than 50 feet separates equipment required by the two operations. Extreme care shall be used to ensure the crack sidewalls do not become overheated and burned.

C. Crack Cleaning: All cracks and joints shall be cleaned free of all deleterious materials, including any dust, old sealant, incompressible, and organic material. When vegetation exists in the cracks and joints, it shall be removed by either using propane torch or treated with an herbicide that sterilizes the soil. The method of removal is subject to the approval of the Project Manager. If an herbicide is used it shall be applied according to the manufacturer's specifications and shall be applied ahead of the operations so that the weed is totally browned. The applicator of the herbicide shall have the proper State of Florida Pesticide Applicators License. A copy of this license shall be supplied to the Project Manager upon request. A log of all herbicides shall be kept. Submittals and a copy shall be supplied to the Project Manager.

All cracks are to be clean and are sufficiently dry before any crack sealing material is applied. All cracks shall be blown clean by high pressure air. All old material and other debris removed from the cracks shall be removed from the pavement surface immediately. Any cracks that are not sealed the same day they are prepared shall be blown out with compressed air before the sealing operation continues.

VI. Construction Methods

A. Sealant Heating: The temperature of the sealant shall be heated and maintained using the manufacturer's recommended procedures. The sealant compound shall be melted slowly with constant agitation until it is in a lump-free, free-flowing state, within the temperature range recommended by the manufacturer for application. Care shall be taken to insure that the sealant is not heated above the manufacturer's recommended maximum temperature or for longer than the recommended application life. The Project Manager shall have the right to reject the product if it is determined that this has occurred.

B. General Sealant Application: All single transverse cracks in the travel lanes shall be sealed by the Cut and seal method. All other cracks in the travel lanes, shoulders, and auxiliary areas may be filled by either the Cut and Seal method or the Crack Fill method. If a surface treatment, such as resurfacing or surface sealing shall follow, the Crack filling material must cure for a minimum of 30 days prior to application of the final surface treatment.

C. Cut and Seal Method: Cut, clean and seal cracks and joints that are 1/16 inch or greater in width. Cut along the crack or joint to construct a uniform rectangular reservoir in which the sealant is to be placed. The reservoir shall be between ½ inch and ¾ inch in width. The depth of the reservoir shall be between ½ inch and 1 inch. The cut reservoir shall have vertical, intact sides with no loosely bonded aggregate. Following cutting, the reservoir shall be cleaned using the air blast method or other acceptable

method. The reservoir shall be inspected prior to the application of the sealant to ensure that it is clean, dry and free of dirt, debris, adhered fines or other contaminants. If the reservoirs are not clean and dry, they shall be re-cleaned to achieve the required condition. Sealant shall be applied to slightly overfill the reservoir and then struck off using a "V" shaped squeegee. The remaining squeegee material shall be flush with the pavement surface. In no case shall the remaining material be lower than the pavement surface or exceed 1/16 inch above the surface. In no case shall the width of excess material on the pavement surface exceed 3 inches.

D. Crack Fill Method: Clean and seal joints and cracks that are 1/16 inch or greater in width. Clean joints and cracks with air blast cleaning or other acceptable methods to a depth of at least twice the joint or crack width. Joints and cracks shall be inspected prior to the application of the sealant to ensure that it is clean, dry and free of dirt, debris, adhered fines or other contaminants. Apply sealing material with a pressure nozzle. Completely fill cracks and joints. Sealant shall be applied to slightly overfill the crack or joint and then struck off using a "V" shaped squeegee. The remaining squeegee material shall be flush with the pavement surface. In no case shall the remaining material be lower than the pavement surface or exceed 1/16 inch above the surface. In no case shall the width of excess material on the pavement surface exceed 3 inches.

E. Pavement Cleaning and Protection: The pavement surface and all work areas shall be left in a clean condition. Vehicular traffic shall not be permitted on the pavement in treated areas during the initial curing period recommended by the manufacturer. The Contractor shall provide all temporary traffic control devices to protect the treated areas, as required by the Engineer.

   Prevent tracking with an application of fine sand, unless it can be demonstrated that the crack and joint sealer will not track without its application. Other methods may be used if approved by the Engineer. Repair any pavement striping or markings affected by the application of the sealant. Any excessive or spilled sealant shall be removed by the Contractor using approved methods. Any damage to uncured sealant shall be repaired at the contractor's expense.

VII. Liability and Deficiencies

A. During the period of construction and the warranty period the Contractor shall be responsible for processing any and all claims for property damage and or bodily injury caused by the failure of the Crack Sealing including but not limited to, motor vehicles or pedestrians. The Contractor shall be responsible for the payment of all property damage and bodily injury claims and agrees to save and hold harmless the County from all such claims. Claims not handled by the Contractor or their representative in the proper manner, will be settled by the County. The County shall recover all costs from the Contractor.

   The Contractor shall be responsible for any claims of tracking as part of this specification. If there is a claim the Contractor shall be responsible for:

   1. Applying more blotting material as necessary.
   2. Address the tracked material by either removing or repairing the object that was affected.

B. Where the sealant subsides in the crack by more than 1/8 inch below the adjacent pavement surface, except where the pavement will be immediately overlaid, the surface of the sealant shall be cleaned and topped up.

The sealant shall be removed, the routed crack rerouted at the Project Manager's discretion, and resealed if any of the following occur:

1. The sealant contains imbedded foreign material other than dusting material.
2. The sealant contains entrapped air bubbles;
3. The sealant has de-bonded or pulled away from the crack; or
4. The sealant has been excessively heated.

VIII. Method of Measurement

If a pay item is listed on the Bid Form for work required in this Technical Provision, the quantity to be paid shall be as specified in the Bid Form including all items of work described herein. Any item necessary for Crack Sealing-Filling, and not specifically listed in another item in the Bid Form, shall be included in this item.

The measurement shall be made in amount of linear feet of cracks or joints completed and accepted, determined by field measure, and shall be supported by the submittals. The amount of crack sealer shall be reported and invoiced for each road.

IX. Basis of Payment.

The accepted quantities, determined as provided above for each of the pay items listed below which is included in the contract, will be paid for at the contract unit price per unit of measurement. The Unit price includes all items listed in the contract, including all General Conditions, Special Conditions and Technical Provisions pertaining to Crack and Joint Sealing/Filling, including all items of work described herein. No additional payment will be provided for any item necessary for the completion of this contract as detailed in the specifications, except that at the direction of the County.

Payment will be made under:

Pay Item	Pay Unit
Bituminous Crack and Joint Sealing	per Gallon

All invoices shall contain the purchase order number, invoice date, itemized work detail including the amount of product applied to each road, date of service specific to each location, appropriate retention, person to contact and their phone number for billing questions and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate COUNTY representative.

END OF SECTION PC-003

PC-004 CHIP SEAL

I. Description

The work specified in this section consists of furnishing and applying a single or double application of bituminous surface treatment on a paved roadway or on a prepared road base, compacted to the lines, grades, and thickness established by the County and in substantial conformance with the limits established by the owner.

Description: Chip Seal is a pavement surface treatment option that combines a layer of polymer modified liquid asphalt emulsion placed on a prepared base with a layer of aggregate spread and compacted while the asphalt is still liquid.

II. Materials:

A. Aggregates: Crushed granite conforming to FDOT specifications section 901, table 1 for #89, #78 or #67 gradation for coarse aggregates except as modified herein. The aggregate shall be washed granite obtained from a source approved by the owner. Sampling and testing of aggregate shall be the responsibility of the contractor. Copies of test results from the aggregate supplier shall be furnished to the owner prior to the start of the surface treatment.

***B.* Liquid bituminous material for surface treatment:** CRS-2h liquid bituminous material conforming to FDOT specification section 916-4.1 except as modified herein. The bituminous material shall be polymer modified. The contractor shall certify the liquid bituminous material meets the aforementioned FDOT.

The Cationic mixing grade shall be homogenous and of high quality. The material shall be prepared from straight-run Venezuelan Asphalt of high ductility and shall contain a rubber hydrocarbon additive derived from latex in addition to carefully controlled amounts of selected diluents to promote work ability and minimize stripping. Additives that enhance pavement performance are subject to approval by the County.

Cationic Asphalt Emulsion

Material Designation		
Test on Emulsion:	**Minimum**	**Maximum**
Viscosity, Saybolt Furol, 77 degrees F (25 C), s	---	---
Viscosity, Saybolt, 122 degrees F (50 C), s	150	400
Storage Stability Test, 24-h, %*		1
Distillation (prior to addition of dilutent)		
% residue by volume of emulsion	65	---
% oil distillate by volume of emulsion	---	0.5
Tests on Residue from Distillation:	---	---
Penetration, 77 °F, 100 g., 5 sec.	70	110
Solubility in Trichloroethylene, %	97.5	---
Ductility, 77 °F, 5 cm./min., cm.	100	---

C. Material Samples:

The County will require the Contractor to sample and test each load of emulsion prior to delivery. The Contractor will also provide a sample of the emulsion, on site,

prior to commencing work. The County will require the Contractor to provide sample containers and a local Independent testing laboratory for the analyzing of emulsion. The Contractor will be responsible for the cost of the testing. The County reserves the right to test any shipment of emulsion that is believed to be of substandard. All samples shall be shipped and stored in clean air tight sealed wide mouth jars or bottles made of plastic.

III. Equipment:

A. Distributor:

The liquid bituminous material shall be applied with a truck mounted, pressure distributor that has been calibrated within the previous twelve (12) months, for transverse and longitudinal application rate. The distributor shall be equipped, maintained and operated so that the bituminous material can be applied at controlled temperatures and rates from .035 to 1.5 gallons per square yard. The distributor shall be capable of applying bituminous material of variable widths up to sixteen (16) feet. The distributor shall uniformly apply the bituminous material to the specified rate with a maximum allowed variation of 0.015 gallons per square yard. Distributor equipment shall include tachometer, accurate volume measuring device, a calibrated tank and a thermometer for measuring the temperature of the tank's contents. Distributors shall be equipped with a heating device, asphalt pump and full circulating spray bars adjustable laterally and vertically. Distributors and transport trailers shall be equipped with a sampling valve. Distributor trucks shall be of the pressure type with insulated tanks. The use of gravity distributors will not be permitted. The valves shall be operated by levers so that one or all valves may be quickly opened or closed in one operation. The valves which control the flow from nozzles shall act positively so as to provide a uniform unbroken spread of bituminous material on the surface. The distributor shall be equipped with devices and charts to provide for accurate and rapid determination and control of the amount of bituminous material being applied and with a bitumeter of the auxiliary wheel type registering speed in feet per minute, and trip and total distance in feet.

B. Aggregate Spreader:

The aggregate spreader shall be a self-propelled unit capable of uniformly spreading the aggregate at the required rate on a minimum width of six (6") inches wider than the width of the lane to be treated. The spreader shall be calibrated within the previous twelve (12) months for transverse and longitudinal application. The spreader shall be equipped with a computer-controlled aggregate/chip spreader in order to ensure the appropriate aggregate coverage at varying speeds, unless approved otherwise by Engineer.

C. Pneumatic Tire Rollers:

The contractor shall use eight (8) to twelve (12) ton self-propelled pneumatic tire rollers with oscillating wheels and low pressure, smooth tires. Maintain the inflation of the tires such that in no two tires the air pressure varies more than 5 psi. The rollers will be equipped with an operating water system and coco pads. A sufficient number of rollers and a sufficient number of passes shall be used to ensure cover aggregate is properly rolled.

D. Self-Propelled Rotary Power Broom:

The self-propelled rotary broom shall be designed, equipped, maintained and operated so the pavement surface can be swept clean. The broom shall have an adjustment to control the downward pressure. Brooming is required before and after the chip seal operation.

E. Additional equipment:

Additional equipment will be needed to complete the operations required by this technical provision. All equipment necessary for the successful completion of projects governed by this technical provision shall be included in the unit costs associated herein. Availability of quality assurance devices (such as a 15' straight edge) shall be the responsibility of the Contractor.

IV. Experience:

All contractors and their subcontractors shall be FDOT prequalified. Bidders must submit a minimum of five Chip Seal project references in the State of Florida that have been completed within the past three years. Bidders may be required to submit detailed information regarding the staff that they propose for this project. Contractor shall be capable of meeting all the requirements of this specification at the time of the bid. Staff shall have the option to inspect the Contractor's equipment and if found deficient, it shall be the basis for rejection of Contractor's bid.

V. Construction:

A. Layout:

The Contractor will be responsible for the string lining and lay out of the roadway prior to paving.

B. Weather and Seasonal limitations:

The surface treatment shall not be applied to a wet surface or when rain is occurring or the threat of rain is present immediately before placement. The surface treatment shall not be applied when the temperature is less than 50 degrees Fahrenheit in the shade, and humidity should be 50% or lower. When applying emulsions, the temperature of the surface shall be a minimum of 55°F, and no more than 140°F.

Additionally, application of the asphalt rejuvenating agent shall be prohibited when weather forecasts indicate a chance of a rain event in the work area, which would produce in excess of 0.10 inches of rain within four hours of the application of the asphalt rejuvenating agent.

C. Site and Surface Preparation:

The Contractor shall be responsible for clipping back shoulders and removing overburden or any other vegetation or debris to ensure that the road is free of organic and deleterious material. The contractor will be responsible for blowing or sweeping the road immediately ahead of the operation to make sure the road is free of loose aggregate and other debris, as well as sweeping and cleaning the streets after treatment. If, in the opinion of the Engineer, the hand cleaning is not sufficient then a self-propelled street sweeper shall be used.

All manhole and valve covers, inlets and other service entrances, etc., shall be protected from bituminous material by placing reinforced waterproof, all-purpose paper or other suitable material, approved by the Engineer.

Thermoplastic striping and pavement markings, raised pavement markers, and raised pavement marker adhesive shall be removed.

D. Traffic Control:

The Contractor shall furnish all necessary traffic control, barricades, signs and flagmen, to ensure the safety of the traveling public and to all working personnel. Traffic shall not travel on fresh mix until rolling and blotting has been completed. The Contractor shall submit an M.O.T plan indication all facets of traffic control for the project area. The MOT plan must be approved in writing by the County prior to commencing any work. All traffic control shall be in accordance with the FDOT Roadway Design Standards, most current edition and TP-102. M.O.T. and associated devices shall be checked daily and periodically throughout the project for compliance; and where adjustments or corrections are needed, prompt revisions shall be made.

Traffic shall not be allowed on the roadway after placement of the chip seal for a minimum of two hours. During and after placement of the chip seal, pilot cars should escort traffic at a speed of 20 mph (30 kph) over the chip sealed surface for two to 24 hours. Once all the loose aggregate is removed from the new chip seal surface, pilot cars are no longer needed.

E. Application of bituminous material:

Liquid bituminous material shall be applied by means of a pressure type distributor in a uniform, continuous spread over the section to be treated. The distributor shall be moving forward at the proper speed when the liquid is discharged onto the pavement to provide an even and consistent application at the rate prescribed. If any areas are deficient the operation shall be stopped and corrected immediately. The liquid shall not be applied more than two hundred (200') feet in advance of the aggregate spreader when the ambient air temperature is above 75 degrees or one hundred (100') feet if the air temperature is below 75 degrees.

- **Single Chip Seal:** Application of the liquid bituminous material shall be applied at a rate of .38 -.45 gallons per square yard depending on the composition of the existing road bed, surface texture and the size of the aggregate in use.
- **Double Chip Seal:** The second application of liquid bituminous material shall be applied at a rate of .38 - .42 gallons per square yard depending upon the size of the first layer of aggregate that the liquid is sprayed upon and the size of the aggregate being placed over the first application of surface treatment.

F. Application of cover Aggregate:

Immediately following the spray application of the liquid bituminous material, cover aggregate shall be spread over the liquid material at a rate of 18 – 30 lbs square yard depending upon the type of road base and/or the size of the existing aggregate that is being resurfaced.

G. Rolling:

Immediately following the first application of the cover material, roll the entire surface with a pneumatic roller, followed immediately with the steel drum roller. Cover the entire surface one time with the steel drum roller. Then, roll the cover material again with the pneumatic roller. Continue rolling as long as necessary to ensure thorough keying of the cover aggregate into the liquid bituminous material. Eliminate the steel drum when rolling the second application of cover aggregate. Apply the second application of liquid and cover material the same day as the first application, as far as it is practicable and consistent with the setting of the liquid bituminous material.

H. Sweeping:

After rolling of the first application of cover aggregate, lightly broom the loose aggregate in a manner not to dislodge the aggregate embedded in the liquid. Sweep loose material from road bed. Following second application again broom loose aggregate from the road bed prior to the application of the fog seal. If temperatures exceed 85 degrees, it may be necessary to wait 24 hours before sweeping the first application of chip seal.

I. Fog Seal:

Upon direction from the Engineer, fog seal is to be applied as a separate pay item. When surface treatment has set, a fog seal is to be applied at a rate of .1 to .15 gallons per square yard to the entire surface treatment. The liquid for fog seal shall be a cationic mixing type emulsion diluted forty (40%) percent with water. Fog seal shall then be lightly sanded at a rate of plus or minus two (2) pounds per square yard by means of a mechanical spreader.

VI. General Performance:

Provide completed pavement which performs to the satisfaction of the engineer without bleeding, rutting, shoving, raveling, stripping, or showing other types of pavement distress or unsatisfactory performance.

VII. Method of Measurement:

If a pay item is listed on the Bid Form for work required in this Technical Provision, the quantity to be paid shall be as specified in the Bid Form including all items of work described herein. Any item necessary for Chip Seal, and not specifically listed in another item in the Bid Form, shall be included in this item. Should the contractor be directed to place Fog Seal as a secondary application to Chip Seal, it shall be measured separately as listed in the Technical Specification for Fog Seal

VIII. Basis of Payment:

The accepted quantities, determined as provided above for each of the pay items listed below which is included in the contract, will be paid for at the contract unit price per unit of measurement. The Unit price includes all items listed in the contract, including all General Conditions, Special Conditions and Technical Provisions pertaining to Chip Seal, including all items of work described herein. No additional payment will be provided for any item necessary for the completion of this contract as detailed in the specifications, except that at the direction of the County. If applied, Fog Seal shall be paid separately as listed in the Technical Specification for Fog Seal.

Payment will be made under:

Pay Item	Pay Unit
Chip Seal (Single application)	Square Yard
Chip Seal (Double application)	Square Yard

END OF SECTION PC-004

PC-005 MICROSURFACING

I. Description

The work specified in this section consists of placement of a polymer modified Microsurface on a prepared existing paved road, placed within the lines, grades, and thickness established by the County.

Microsurfacing is a polymer-modified cold-mix paving system that begins as a mixture of dense-graded aggregate, polymer modified asphalt emulsion, water, and mineral fillers placed in a slurry state at ambient air temperature to extend the service life of both urban and rural roads within the County. The end product should maintain a skid-resistant surface in variable thick sections throughout the service life of the micro surfacing.

II. Materials:

A. **Emulsified Asphalt:** Provide quick-traffic latex modified cationic type CSS emulsion with natural or synthetic latex conforming to the requirements specified in AASHTO M208 or ASTM D2397 for CSS-1H.

B.

Property	Minimum	Maximum
Viscosity, Saybolt Furol @ 25° C, Sec.	20.0	90.0
Particle Charge	Positive	---
Sieve Test	---	0.1
Distillation:	---	---
Oil distillate, by volume, %	---	0.5
Residue from Distillation, %	62.0	---
Penetration, 25°C, 100g, 5 sec.	40.0	100.0
Ductility, 77° F, 50 mm/ sec.	70.0	---

plus the following:

AASHTO TEST NO.	ASTM TEST NO.	QUALITY	SPECIFICATION
T53	D36	Softening Point	135 ˚F (57 ˚C) Min.
T59	D244	Residue after Distillation	62% Minimum
T49	2397	Penetration at 77 ˚F (25 ˚C)	40 – 90*
	2170	Kinematic Viscosity @ 275 ˚F (135˚C)	650 cSt/sec. Minimum ˚F

It shall pass all applicable storage and settlement tests. The cement mixing test shall be waived for this emulsion. The polymer material shall be milled or blended into the asphalt or emulsifier solution prior to the emulsification process.

The minimum amount and type of polymer modifier shall be determined by the laboratory performing the mix design. The minimum amount required will be based on asphalt weight content and will be certified by the emulsion supplier. In general, a three percent (3%) polymer solids, based on asphalt weight, is considered minimum.

The five-day (5) settlement test may be waived, provided job stored emulsion is used within thirty-six (36) hours from the time of the shipment, or the stored material has had additional emulsion blended into it prior to use.

Each load of emulsified asphalt shall be accompanied with a Certificate of Analysis/Compliance to assure that it is the same as that used in the mix design. For

the first load of emulsified asphalt produced for the project, the supplier shall submit a sample to the owning agency's designated laboratory for testing. At any time during application, the owner / buying agency may sample and test all subsequent loads of emulsified asphalt delivered to the project to verify and determine compliance with specification requirements. Where these tests identify material outside specification requirements, the owner may require the supplier to cease shipment of that pretested emulsified asphalt product. Further shipment of that pretested emulsified asphalt product to the owning agency's projects will remain suspended until the cause of the problem is evaluated and corrected by the supplier as necessary to the satisfaction of the owning agency**.**

C. **Aggregate:** The mineral aggregate used shall be of the type and grade specified for the particular use of the Microsurfacing. The aggregate shall be a manufactured crushed stone such as granite, slag, limestone, chat, or other high-quality aggregate, or combination thereof. To assure the material is totally crushed, one-hundred percent (100%) of the parent aggregate will be larger than the largest stone in the gradation to be used.

When aggregate is tested according to the following test, it should meet these minimum requirements:

AASHTO TEST NO.	ASTM TEST NO.	QUALITY	SPECIFICATION
T176	D2419	Sand Equivalent	65 Minimum
T104	C88	Soundness	15% Maximum using NA2 SO4 or 25% Maximum using MgSO4
T96	C131	Abrasion Resistance	30% Maximum

The abrasion test is to be run on the parent aggregate. The aggregate should meet state-approved polishing values. Proven performance may justify the use of aggregates that may not pass all of the above tests.

When tested in accordance with AASHTO T27 (ASTM C136) and AASHTO T11 (ASTM C117), the target (mix design) aggregate gradation (including the mineral filler) shall be within one of the following bands.

SIEVE SIZE	TYPE II % PASSING	TYPE III % PASSING	STOCKPILE TOLERANCE
⅜ (9.5 mm)	100	100	
#4 (4.75 mm)	90 – 100	70 - 90	± 5 %
#8 (2.36 mm)	65 – 90	45 – 70	± 5 %
#16 (1.18 mm)	45 – 70	28 - 50	± 5 %
#30 (600 um)	30 – 50	19 - 34	± 5 %
#50 (330 um)	18 – 30	12 - 25	± 4 %
#100 (150 um)	10 – 21	7 - 18	± 3 %
#200 (75 um)	5 – 15	5 - 15	± 2 %

The job mix (target) gradation shall be within the gradation band for the desired type. After the target gradation has been submitted (this should be the gradation that the mix design is based on), then the percent passing each sieve shall not vary by more than the stockpile tolerance shown in the above table for each individual sieve, and still

remain within the gradation band. It is recommended that the percent passing shall not go from the high end to the low end of the range for any two consecutive screens.

The aggregate will be accepted at the job location stockpile or when loading into the support units for delivery to the lay-down machine. The stockpile shall be accepted based on five gradation tests according to AASHTO T2 (ASTM D75). If the average of the five tests is within the gradation tolerances, then the materials will be accepted. If the tests show the material to be out, the contractor will be given the choice to either remove the material or blend other aggregate with the stockpiled material to bring it into specification. Materials used in blending must meet the quality tests before blending and must be blended in a manner to produce a consistent gradation. If blending is used, it will require that a new mix design be performed. The contractor shall supply copies of the aggregate tickets to the customer within 24 hours of delivery to the job site.

Screening shall be required at the stockpile prior to delivery to the paving machine if there are any problems created by having oversize material in the mix.

D. **Mineral filler:** (if required) shall be any recognized brand of non-air entrained Portland cement or hydrated lime that is free from lumps. It may be accepted upon visual inspection. The type and amount of mineral filler needed shall be determined by a laboratory mix design and will be considered as part of the aggregate gradation. An increase or decrease of less than one percent (1%) may be permitted when the Microsurfacing is being placed if it is found to be necessary for better consistency or set times.

E. **Water:** Potable and free of harmful or deleterious materials.

F. **Additives:** Additives may be added to the emulsion mix or any of the component materials to provide the control of the quick-traffic properties. They must be included as part of the mix design and be compatible with the other components of the mix.

III. Mix Design:

The Contractor shall submit to the County for approval a complete mix design with an aggregate source used on five (5) similar micro surfacing projects. The mix design shall be prepared and certified by a laboratory which has experience in designing Microsurfacing. After the mix design has been approved, no substitution will be permitted, unless approved by the County. Compatibility of the aggregate, polymer-modified emulsion, mineral filler, and other additives shall be verified by the mix design. The mix design shall be made with the same aggregate gradation that the contractor will provide on the project. Recommended tests and values are as follows:

ISSA TEST NO.	DESCRIPTION	SPECIFICATION
TB-139	Wet Cohesion @ 30 Minutes Minimum (Set) @ 60 Minutes Minimum (Traffic)	 12 Kg-cm Minimum 20 Kg-cm Minimum or Near Spin
TB-109	Excess Asphalt by LWT Sand Adhesion	50 g/ft² Maximum (538 g/m² Maximum)
TB-114	Wet Stripping	Pass (90% Minimum)
TB-100	Wet-Track Abrasion Loss One-hour Soak Six-day Soak	 50 g/ft² (538 g/m²) Maximum 75 g/ft² (807 g/m²) Maximum

The Wet Track Abrasion test is performed under laboratory conditions as a component of the mix design process. The purpose of this test is to determine the minimum asphalt content of a micro surface system. The Wet Track Abrasion Test is not recommended as a field quality control or acceptance test. Some systems require longer times for the asphalt to adhere to the stone. In these systems, a modified Marshall Stability Test (ISSA TB-148) or Hveem Cohesiometer Test (ASTM D 1560) has been used to confirm asphalt content.

ISSA TEST NO.	DESCRIPTION	SPECIFICATION
TB-147	Lateral Displacement Specific Gravity after 1,000 Cycles of 125 Pounds (56.71 Kg)	5% Maximum 2.10% Maximum
TB-113	Mix Time @ 77°F (25°C)	Controllable to 120 Seconds Minimum

The mixing test is used to predict how long the material can be mixed in the machines before it begins to break. It is more for information to be used by the contractor than for quality of the end product.

The mixing test and set-time test should be checked at the highest temperatures expected during construction.

The mix design should report the quantitative effects of moisture content on the unit weight of the aggregate (bulking effect). The report must clearly show the proportions of aggregate, mineral filler (minimum and maximum), water (minimum and maximum), additive usage, and polymer-modified asphalt emulsion based on the dry weight of the aggregate.

All the component materials used in the mix design shall be representative of the materials proposed by the contractor to be used on the project. The percentages of each individual material required shall be shown in the laboratory report. Adjustments may be required during construction, based on field conditions. The Project Manager will give final approval for all such adjustments.

COMPONENT MATERIALS	LIMITS
Residual Asphalt	7% to 10.5% by dry weight of aggregate
Mineral Filler	0.0 to 3% by dry weight of aggregate
Polymer-Based Modifier	Minimum of 3% solids based on bitumen weight content
Additives	As needed
Water	As required to produce proper mix consistency

IV. Sampling and Testing:

The Engineer at their discretion shall obtain two samples of micro surfacing mixture for each day of production. The samples shall be obtained at different periods during the production day and the Engineer shall test each sample at the expense of the County in accordance with FM 5-563 and FM 1-T 030 to determine the residual asphalt content and the gradation of each sample. Evaporate all water from the sample prior to testing.

V. EXPERIENCE:

All contractors and their subcontractors shall be FDOT prequalified. Bidders must submit a minimum of five Micro Surfacing project references that have been completed within the past three years. Bidders may be required to submit detailed information regarding the staff that they propose for this project. Contractor shall be capable of meeting all the requirements of this specification at the time of the bid. Staff shall have the option to inspect the Contractor's equipment and if found deficient, it shall be the basis for rejection of Contractor's bid.

VI. EQUIPMENT:

A. **Mixing Equipment:** The machine shall be specifically designed and manufactured to lay Microsurfacing. The material shall be mixed by an automatic-sequenced, self-propelled Microsurfacing mixing machine, which shall be a continuous-flow mixing unit able to accurately deliver and proportion the aggregate, emulsified asphalt, mineral filler, control setting additive, and water to a revolving multi-blade, double-shafted mixer and to discharge the mixed product on a continuous-flow basis.

   The machine shall have sufficient storage capacity for aggregate, emulsified asphalt, mineral filler, control additive and water to maintain an adequate supply to the proportioning controls.

   The machine shall be equipped to allow the operator to have full control, from the rear of the machine, of the forward and reverse speeds during applications of the Microsurfacing material and be equipped with opposite-side driver stations to assist in alignment. The self-loading device, opposite-side driver stations, and forward and reverse speed controls shall be original equipment manufacturer design.

B. **Proportioning Devices:** Individual volume or weight controls for proportioning each material to be added to the mix (i.e. aggregate, mineral filler, emulsified asphalt, additive, and water) shall be provided and properly marked. These proportioning devices are used in material calibration and determining the material output at any time.

C. **Spreading Device:** The mixture shall be agitated and spread uniformly in the surfacing box by means of twin-shafted paddles or spiral augers fixed in the spreader box. A front seal shall be provided to insure no loss of the mixture at the road contact point. The rear seal shall act as a final strike-off and shall be adjustable. The spreader box and rear strike-off shall be so designed and operated that a uniform consistency is achieved to produce a free flow of material to the rear strike-off. The spreader box shall have suitable means provided to side shift the box to compensate for variations in the pavement geometry.

D. **Secondary Strike-off:** A secondary strike-off shall be provided to improve surface texture. The secondary strike-off shall have the same adjustments as the spreader box. No burlap drags will be permitted on the final applications.

E. **Rut-Filling Box:** When required, before the final surface course is placed, preliminary Microsurfacing material may be required to fill ruts, utility cuts, depressions in the existing surface, etc. Ruts of one-half (½) inch (12.7 mm) or greater in depth shall be filled independently with a rut-filling spreader box, either five foot (5) (1.5m) or six foot (6) (1.8 m) in width. For irregular or shallow rutting of less than one-half (½) inch (12.7 mm) in depth, a full-width scratch-coat pass may be used as directed by the County. Ruts that are in excess of one and one-half (1-½) inches (38.1 mm) in depth may require multiple placements with the rut-filling spreader box to restore the cross-section. All rut-filling level-up material should cure under traffic for at least a twenty-four (24) hour period before additional material is placed on top of the level-up.

F. **Auxiliary Equipment:** Suitable surface preparation equipment, traffic control equipment, hand tools, and any other support and safety equipment shall be provided by the contractor as necessary, (or as the County requires) to perform the work.

G. **General:** Each mixing unit to be used in the performance of the work shall be calibrated in the presence of the County prior to construction. Previous calibration documentation covering the exact materials to be used may be acceptable, provided that no more than sixty (60) days have lapsed. The documentation shall include an individual calibration of each material at various settings, which can be related to the machine metering devices. No machine will be allowed to work on the project until the calibration has been completed and/or accepted.

All equipment, tools, and machines used in the performance of this work shall be maintained in satisfactory working condition at all times to ensure a high-quality product. Availability of quality assurance devices (such as a 15' straight edge) shall be the responsibility of the **Contractor**.

VII. Construction:

A. **Test Strip:** A test strip 1000 feet long and the width of one lane shall be provided. The test must include all courses specified and must be constructed at the same time of day as the scheduled full scale production. The test strip will be evaluated for 24 hours after placement and will be subject to approval from the engineer before any further production. If unsatisfactory, the test strip shall be removed and another strip placed for evaluation at the contractor's expense.

B. **Weather Limitations:** Microsurfacing shall not be applied if either the pavement or air temperature is below 50°F (10°C) and falling, but may be applied when both pavement and air temperatures are above 45°F (7°C) and rising. No Microsurfacing shall be applied when there is the possibility that the finished product will freeze within 24 hours. The mixture shall not be applied when weather conditions prolong opening to traffic beyond a reasonable time or as directed by the County.

C. Site and Surface Preparation: The first step of surface preparation is to restore the pavement's structural integrity and functional performance characteristics through

patching and crack sealing.

All pavement marking shall be removed, maintained, and compensated for in accordance to FDOT Standard Specification Section 102-5.8. Immediately prior to applying the Microsurfacing, the surface shall be cleared of all loose material, silt spots, vegetation, and other objectionable material. The Contractor shall be responsible for clipping back shoulders and removing overburden or any other vegetation or debris to ensure that the road is free of organic and deleterious material. Any standard cleaning method will be acceptable. If water is used, cracks shall be allowed to dry thoroughly before applying Microsurfacing.

Manholes, valve boxes, drop inlets and other service entrances shall be protected from the Microsurfacing by a suitable method. Utility inlets should be covered with heavy paper or roofing felt adhered to the surface of the inlet. The paper is removed once the micro-surfacing has sufficiently cured. In addition to covering the inlets, all starts, stops, and handwork on turnouts should be done on roofing felt to ensure sharp, uniform joints and edges. The County shall approve the surface preparation prior to surfacing. No dry aggregate either spilled from the lay-down machine or existing on the road, will be permitted.

D. **Tack Coat:** Normally, tack coat is not required unless the surface to be covered is extremely dry and raveled or is concrete or brick. If required, the tack coat should consist of one part emulsified asphalt/three parts water and should be applied with a standard distributor. The emulsified asphalt should be SS or CSS grade. The distributor shall be capable of applying the dilution evenly at a rate of 0.05 to 0.10 gal/yd² (0.23 to 0.45 l/m²). The tack coat shall be allowed to cure sufficiently before the application of Microsurfacing. If a tack coat is to be required, it must be billed as a separate pay item.

E. **Application:** A test strip shall be placed in conditions similar to those expected to be encountered during the project unless specifically waived by the county.

When required by local conditions, the surface shall be pre-wetted ahead of the spreader box. The rate of application of the spray shall be adjusted during the day to suit temperatures, surface texture, humidity, and dryness of the pavement.

The Microsurfacing shall be of the desired consistency upon leaving the mixer. A sufficient amount of material shall be carried in all parts of the spreader at all times so that a complete coverage is obtained. Overloading of the spreader shall be avoided. No lumping, balling, or unmixed aggregate shall be permitted.

No streaks, such as those caused by oversized aggregate, shall be left in the finished surface. If excess streaking develops, the job will be stopped until the contractor proves to the Project Manager or his/her designee that the situation has been corrected. Excessive streaking is defined as more than four drag marks greater than one-half (½) inch wide (12.7 mm) and four inches (4) long (101 mm), or one inch (1) wide (25.4 mm) and three (3) inches long (76.2 mm), in any 29.9 yd² (25 m²) area. No transverse ripples or longitudinal streaks of one-fourth (¼) inch in depth (6.4 m²) will be permitted, when measured by placing a ten (10) foot (3 m) straight edge over the surface.

The Microsurfacing mixture shall be of the proper consistency at all times, so as to provide the application rate required by the surface condition. The average single application rate, as measured by the Project Manager, shall be in accordance with the following table:

AGGREGATE TYPE	LOCATION	SUGGESTED APPLICATION RATES
TYPE II Single application	Urban and Residential Streets	20 - 24 lb/yd² (+/- 2 lbs)
TYPE II Double application	Urban, Residential, and Primary Routes	30 - 34 lb/yd² (+/- 2 lbs)
TYPE II Heavy single application	Primary and Cold Mix Roads as directed	24 - 28 lb/yd² (+/- 2 lbs)
TYPE II Heavy double application	Primary and Cold Mix Roads as directed	38 – 42 lb/ yd² (+/- 2 lbs)
TYPE II Rut Fill	Wheel Ruts	Tonnage As Required

Suggested application rates are based upon the weight of dry aggregate in the mixture. Application rates are affected by the unit weight of the aggregate.

Microsurfacing is often put down in two full-width passes in place of rut-filling when the rutting or deformation is not severe. When two passes are used, the first pass (scratch course) is made using a metal or stiff rubber strike-off and applying only what the surface demands for leveling. The second course is applied at 15 – 30 lb/yd² (8.1 – 16.3 kg/m²).

F. **Joints:** No excess buildup, uncovered areas, or unsightly appearance shall be permitted on longitudinal or transverse joints. The contractor shall provide suitable-width spreading equipment to produce a minimum number of longitudinal joints throughout the project. When possible, longitudinal joints shall be placed on lane lines. Half passes and odd-width passes will be used only in minimum amounts. If half passes are used, they shall not be the last pass of any paved area. A maximum of three (3) inches (76.2 mm) shall be allowed for overlap of longitudinal lane line joints. Also, the joint shall have no more than a one-fourth (¼) inch (6.4 mm) difference in elevation when measured by placing a ten (10) foot (3 m) straight edge over the joint and measuring the elevation drop-off.

G. **Mix Stability:** The Microsurfacing shall possess sufficient stability so that premature breaking of the material in the spreader box does not occur. The mixture shall be homogeneous during and following mixing and spreading. It shall be free of excess water or emulsion and free of segregation of the emulsion and aggregate fines from the coarser aggregate. Under no circumstances shall water be sprayed directly into the lay-down box while laying Microsurfacing material.

H. **Handwork:** Areas which cannot be reached with the machine shall be surfaced using hand squeegees to provide uniform coverage. If necessary, the area to be hand worked shall be lightly dampened prior to mix placement. Care shall be exercised to leave no

unsightly appearance from hand work. The same type of finish as applied by the spreader box shall be required.

I. **Edgelines:** Care shall be taken to ensure straight lines along curbs and shoulders. No runoff on these areas will be permitted. Lines at intersections will be kept straight to provide a good appearance. If necessary, a suitable material will be used to mask off the end of streets to provide straight lines. Edge lines shall not vary by more than ± 2 inches (± 50 mm) horizontal variance in any 96 feet (30 m) of length.

J. **Clean-up:** All areas, such as man-ways, gutters, and intersections, shall have the Microsurfacing mix removed as specified by the County. The contractor shall, on a daily basis, remove any debris associated with the performance of the work, completely and thoroughly to the satisfaction of the County. In addition, the contractor shall, at the request of the County pressure wash any area such as, curb and gutter, private driveways, etc. removing any and all stains associated with the placement of the Microsurfacing.

K. **General Performance**:
Provide completed pavement which performs to the satisfaction of the engineer without bleeding, rutting, shoving, raveling, stripping, or showing other types of pavement distress or unsatisfactory performance.

L. Traffic Control:
Traffic shall not travel on fresh mix until rolling and blotting has been completed. All traffic control shall be in accordance with the FDOT Roadway Design Standards and the current MUTCD. All associated devices shall be checked daily or more frequently as needed throughout the project for compliance. Where adjustments or corrections are needed, prompt revisions shall be made.

VIII. Method of Measurement:

If a pay item is listed on the Bid Form for work required in this Technical Provision, the quantity to be paid shall be as specified in the Bid Form including all items of work described herein. Any item necessary for Microsurfacing, and not specifically listed in another item in the Bid Form, shall be included in this item.

IX. Warranty:

The Contractor shall provide the County upon final acceptance of the Microsurfacing work, a warranty period of three years which shall include all labor, materials, hauling, traffic control and striping to repair the defective areas. Defective areas shall include debonding/delamination, bleeding, excessive raveling and aggregate loss exposing the old roadway surface. The Contractor shall perform all warranty work at no cost to the City or County.

X. Basis of Payment:

The accepted quantities, determined as provided above for each of the pay items listed below which is included in the contract, will be paid for at the contract unit price per unit of measurement. The Unit price includes all items listed in the contract, including all General Conditions, Special Conditions and Technical Provisions pertaining to Microsurfacing, including all items of work described herein. No additional payment will be provided for any item necessary for the completion of this contract as detailed in the specifications.

Payment will be made under:

Pay Item	Pay Unit
Microsurfacing (Single application)	Square Yard
Microsurfacing (Double application),	Square Yard
Microsurfacing (Rut filling)	Ton

END OF SECTION PC-005

PC-006 SCRUB SEAL

I. Description

Scrub Seal shall consist of the application of a slow setting, anionic or cationic asphalt emulsion or specialty emulsions developed specifically for scrub sealing, followed by a cover aggregate. The emulsion may be polymer modified.

II. Materials

A. Asphalt Emulsions

The asphalt emulsions employed for Scrub Seals shall be slow to medium setting anionic or cationic SS-1, SS-1H, CSS-1H; ASTM specifications for anionic (SS) emulsions are listed in D977 and for cationic (CSS) emulsion in D2397. Suppliers of other specialty emulsions for Scrub Sealing must supply specifications for these emulsions. Asphalt emulsions may be modified with a polymer additive.

B. Cover Aggregates

Mineral Aggregates for scrub seal shall conform to **Table 1**.

Table 1: Scrub Seal Aggregate Gradation Limits

Sieve Size	Percent Passing	Tolerance
3/8 inch (9.5mm)	100	0
No. 4 (4.75mm)	96	+3
No. 10 (2.0mm)	60	±20
No. 50 (300µm)	18	±12
No. 100 (150µm)	5	±5
No. 200 (74µm)	5	±3

Where washed aggregates are used, they must be ‘surface dry’ at the time of application. Moisture content shall not exceed 1.5% by weight of aggregate. Sampling and testing of aggregate shall be the responsibility of the contractor. Copies of test results from the aggregate supplier shall be furnished to the owner prior to the start of the surface treatment.

C. Material Samples:

The County will require the Contractor to sample and test each load of emulsion prior to delivery. The Contractor will also provide a sample of the emulsion, on site, prior to commencing work. The County will require the Contractor to provide sample containers and a local Independent testing laboratory for the analyzing of emulsion. The Contractor will be responsible for the cost of the testing. The County reserves the right to test any shipment of emulsion that is believed to be of substandard. All samples shall be shipped and stored in clean air tight sealed wide mouth jars or bottles made of plastic.

III. Equipment

A. Emulsion Distributor

The liquid bituminous material shall be applied with a truck mounted, pressure distributor that has been calibrated within the previous twelve (12) months, for transverse and longitudinal application rate. The distributor shall be equipped, maintained and operated so that the bituminous material can be applied at controlled temperatures and rates from .035 to 1.5 gallons per square yard. The distributor shall be capable of applying bituminous material of variable widths up to sixteen (16) feet. The distributor shall uniformly apply the bituminous material to the specified rate with a maximum allowed variation of 0.015 gallons per square yard. Distributor equipment shall include tachometer, accurate volume measuring device, a calibrated tank and a thermometer for measuring the temperature of the tank's contents. Distributors shall be equipped with a heating device, asphalt pump and full circulating spray bars adjustable laterally and vertically. Distributors and transport trailers shall be equipped with a sampling valve. Distributor trucks shall be of the pressure type with insulated tanks. The use of gravity distributors will not be permitted. The valves shall be operated by levers so that one or all valves may be quickly opened or closed in one operation. The valves which control the flow from nozzles shall act positively so as to provide a uniform unbroken spread of bituminous material on the surface. The distributor shall be equipped with devices and charts to provide for accurate and rapid determination and control of the amount of bituminous material being applied and with a bitumeter of the auxiliary wheel type registering speed in feet per minute, and trip and total distance in feet.

B. Emulsion Scrub Broom

Furnish an emulsion scrub broom assembly of similar design to Figures 1 or 2, or as approved by the Engineer, and having the following characteristics:

- Rigid frame construction
- Attached to, and pulled by, the Emulsion Distributor
- Of such weight that it does not squeegee the emulsion off the road surface
- Leading and trailing broom heads angled at 10 to 15 degrees of the centerline of the supporting member
- Stiff bristles with a minimum height of five inches
- Hinged wing assemblies or other means of adjusting the total broom width.
- Be attached to and pulled by the distributor truck.
- Have means to mechanically lift the scrub broom off of the roadway surface at intermediate points of completion and remain elevated during transit.

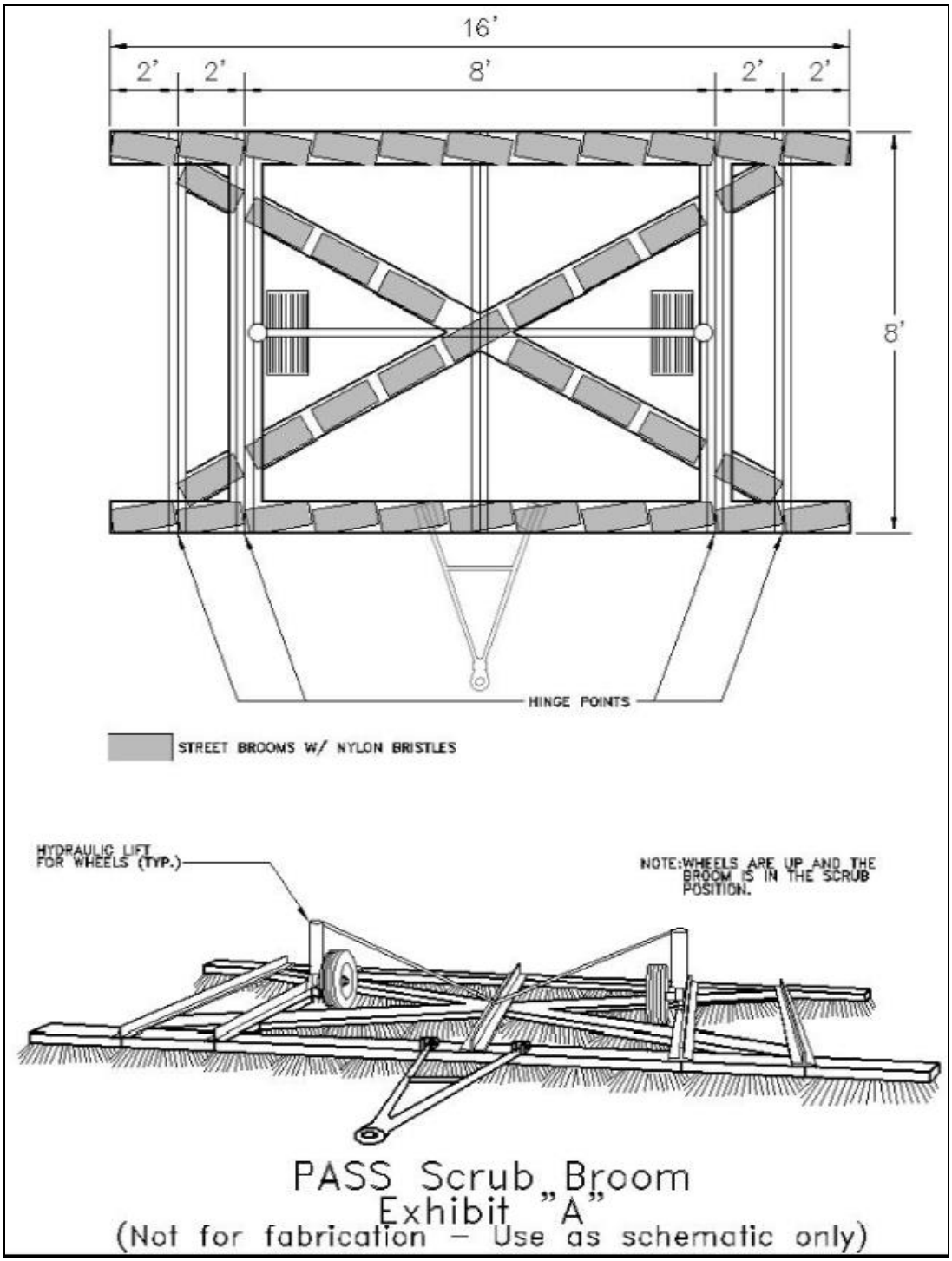


Figure 1: Typical Emulsion Scrub Broom Assembly

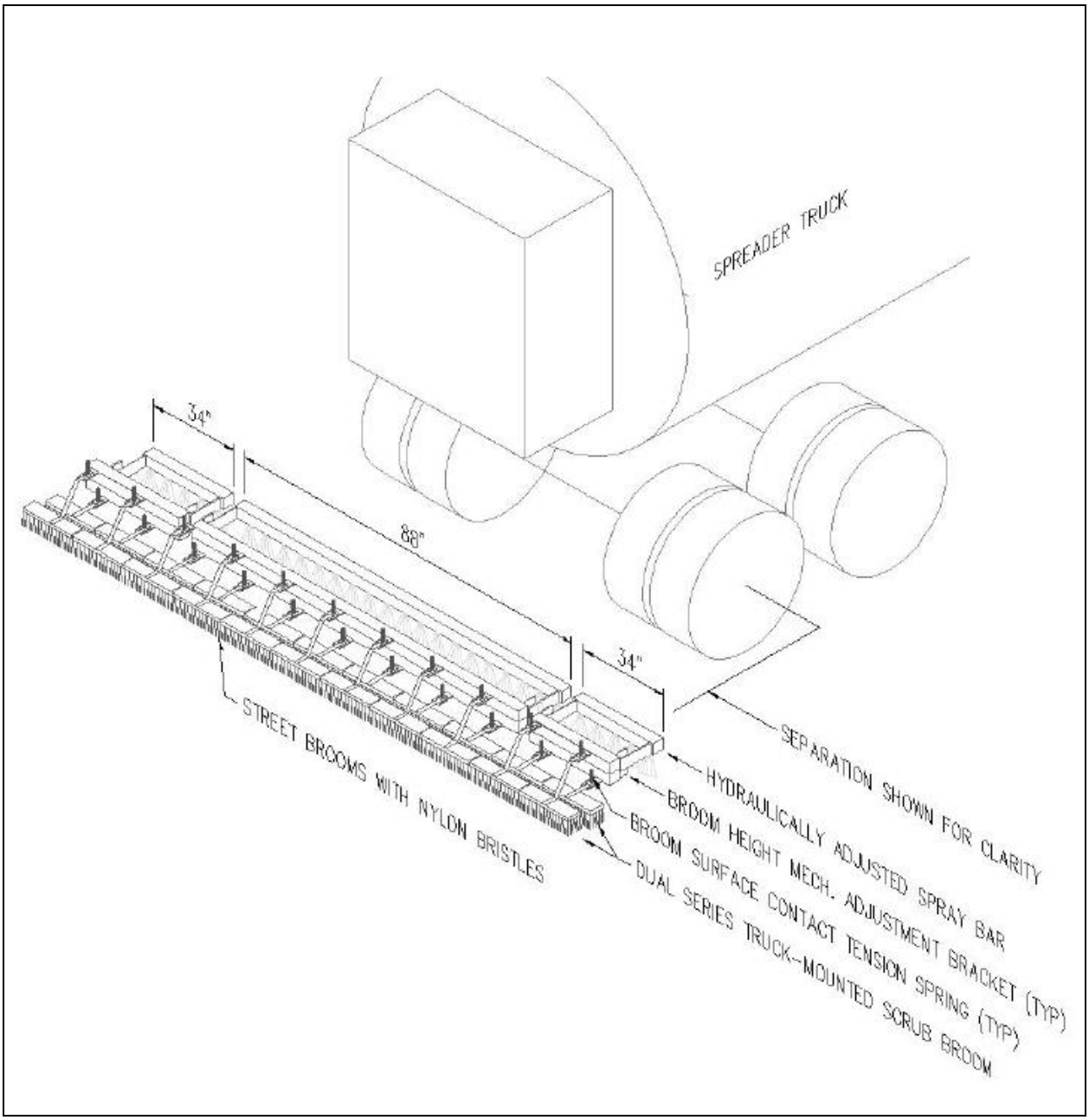


Figure 2: Truck Mounted Emulsion Scrub Broom Assembly

C. Aggregate Spreader:

The aggregate spreader shall be a self-propelled unit capable of uniformly spreading the aggregate at the required rate on a minimum width of six (6”) inches wider than the width of the lane to be treated. The spreader shall be calibrated within the previous twelve (12) months for transverse and longitudinal application. The spreader shall be equipped with a computer-controlled aggregate/chip spreader in order to ensure the appropriate aggregate coverage at varying speeds, unless approved otherwise by Engineer.

D. Pneumatic Tire Rollers:

The contractor shall use eight (8) to twelve (12) ton self-propelled pneumatic tire rollers with oscillating wheels and low pressure, smooth tires. Maintain the inflation of the tires

such that in no two tires the air pressure varies more than 5 psi. The rollers will be equipped with an operating water system and coco pads. A sufficient number of rollers and a sufficient number of passes shall be used to ensure cover aggregate is properly rolled.

E. Self-Propelled Rotary Power Broom:

The self-propelled rotary broom shall be designed, equipped, maintained and operated so the pavement surface can be swept clean. The broom shall have an adjustment to control the downward pressure. Brooming is required before and after the chip seal operation.

F. Additional equipment:

Additional equipment will be needed to complete the operations required by this technical provision. All equipment necessary for the successful completion of projects governed by this technical provision shall be included in the unit costs associated herein. Availability of quality assurance devices (such as a 15' straight edge) shall be the responsibility of the Contractor

IV. Experience

Bidders must submit a minimum of five Scrub Seal project references in the State of Florida that have been completed within the past three years. Bidders may be required to submit detailed information regarding the staff that they propose for this project. Contractor shall be capable of meeting all the requirements of this specification at the time of the bid. Staff shall have the option to inspect the Contractor's equipment and if found deficient, it shall be the basis for rejection of Contractor's bid.

V. Construction

A. Weather

The surface treatment shall not be applied to a wet surface or when rain is occurring or the threat of rain is present immediately before placement. The surface treatment shall not be applied when the temperature is less than 50 degrees Fahrenheit in the shade, and humidity should be 50% or lower. When applying emulsions, the temperature of the surface shall be a minimum of 55°F, and no more than 140°F.

Additionally, application of the asphalt rejuvenating agent shall be prohibited when weather forecasts indicate a chance of a rain event in the work area, which would produce in excess of 0.10 inches of rain within four hours of the application of the asphalt rejuvenating agent.

B. Resident Notification

The Contractor shall distribute by hand, a typed notice to all residents and businesses on the street to be treated. The notice will be delivered no more than 24 hours prior to the treatment of the road. The notice will have a local phone number that the residents may call to ask questions. The notice shall be of the door hanger type which secures to the door handle of each dwelling. Unsecured notices will not be allowed. The

contractor shall also place the notice on the windshield of any parked cars on the street. Hand distribution of this notice will be considered incidental to the contract.

C. Site Preparation

The Contractor shall be responsible for clipping back shoulders and removing overburden or any other vegetation or debris to ensure that the road is free of organic and deleterious material. The contractor will be responsible for blowing or sweeping the road immediately ahead of the operation to make sure the road is free of loose aggregate and other debris, as well as sweeping and cleaning the streets after treatment. If, in the opinion of the Engineer, the hand cleaning is not sufficient then a self-propelled street sweeper shall be used.

All manhole and valve covers, inlets and other service entrances, etc., shall be protected from bituminous material by placing reinforced waterproof, all-purpose paper or other suitable material, approved by the Engineer.

Thermoplastic striping and pavement markings, raised pavement markers, and raised pavement marker adhesive shall be removed.

D. Traffic

The Contractor shall furnish all necessary traffic control, barricades, signs and flagmen, to ensure the safety of the traveling public and to all working personnel. Traffic shall not travel on fresh mix until rolling and blotting has been completed. The Contractor shall submit an M.O.T plan indication all facets of traffic control for the project area. The MOT plan must be approved in writing by the County prior to commencing any work. All traffic control shall be in accordance with the FDOT Roadway Design Standards, most current edition and TP-102. M.O.T. and associated devices shall be checked daily and periodically throughout the project for compliance; and where adjustments or corrections are needed, prompt revisions shall be made.

Traffic shall not be allowed on the roadway after placement of the aggregate cover for a minimum of two hours. During and after placement of the chip seal, pilot cars should escort traffic at a speed of 20 mph (30 kph) over the chip sealed surface for two to 24 hours. Once all the loose aggregate is removed from the new chip seal surface, pilot cars are no longer needed.

E. Application of Asphalt Emulsion:

Asphalt emulsion shall be applied by means of a pressure type distributor in a uniform, continuous spread over the section to be treated. The distributor shall be moving forward at the proper speed when the liquid is discharged onto the pavement to provide an even and consistent application at the rate prescribed. If any areas are deficient the operation shall be stopped and corrected immediately. The liquid shall not be applied more than two hundred (200') feet in advance of the aggregate spreader when the ambient air temperature is above 75 degrees or one hundred (100') feet if the air temperature is below 75 degrees.

F. Scrubbing

Immediately following application, the asphalt emulsion shall be scrubbed into the existing pavement surface with a scrub broom conforming to Section III-B. Scrubbing shall fill cracks and voids, force the emulsion into the existing pavement surface, and distribute the emulsion uniformly over the roadway cross section.

G. Termination

Application of the emulsion shall be terminated on building paper or other similar material approved by the Engineer, spread over the entire application width. Bu9lding paper shall also be placed over the treated surface for a sufficient length at the beginning of a spread to avoid spraying existing pavement or previously placed screenings, and so that the nozzles are spreading properly when the uncovered surface is reached. The building paper shall then be removed and disposed of in a manner satisfactory to the Engineer.

H. Application of cover Aggregate:

Screenings shall be uniformly spread by the aggregate spreader immediately following the scrubbing. The spreading rate shall e from 18 to 30 pounds per square yard. The initial rate of spreading shall be 24 pounds per square yard. The Contractor may propose a different initial rate. The Contractor shall spread screenings on a 100-foot test strip as requested by the Engineer to verify and determine the initial rate of spreading. The spreading rate shall be adjusted up or down so that no bleeding occurs during rolling. The initial rate of spreading, and any adjustments thereto during spreading, shall be subject to approval by the Engineer.

The joint between adjacent applications of screenings shall coincide with the line between designated traffic lanes.

Operating the chip spreader at speeds which causes the chips to roll after striking the emulsion covered surface will not be permitted.

The transverse termination of screenings shall be complete and any excess screenings shall be removed from the surface prior to resuming operations.

Stockpiling of screenings prior to placing will be permitted where space allows, however, any contamination resulting during storage or from reloading operations will be cause for rejection.

Screenings shall be surface damp at the time of application, but excess water on the aggregate surface will not be permitted. Screenings shall be re-dampened in the haul trucks prior to delivery to the chip spreader when so directed by the Engineer.

The scrubbed pavement surface shall be covered with screenings before setting or “breaking’ of the emulsion occurs.

After the screenings have been spread, piles, ridges, or uneven distribution shall be carefully removed to ensure against permanent ridges, bumps or depressions in the completed surface. Additional screenings shall be spread in whatever quantities may be required to prevent picking up by the rollers or traffic.

I. Rolling:

Initial rolling shall begin immediately behind the chip spreader and shall consist of one pass completely covering the screenings applied. Asphalt emulsion and screenings shall not be spread more than 2,500 feet ahead of completion of initial rolling operations.

Secondary rolling shall begin immediately after completion of the initial rolling. The amount of secondary rolling shall be that necessary to seat the screenings and in no case shall be less than 2 passes.

J. Sweeping:

After rolling of the application of cover aggregate, lightly broom the loose aggregate in a manner not to dislodge the aggregate embedded in the liquid. Sweep loose material from road bed.

VI. Finishing:

A. Flush Coat

Flush Coat shall consist of an application of a fog seal coat followed by a sand cover to the surface of the scrub seal coat.

Flush coat shall be applied at the discretion of the Engineer, immediately after initial sweeping and removal of excess screenings and prior to opening the lane to uncontrolled (not controlled with pilot cars) traffic.

B. Fog Seal

Fog seal coat shall not be applied when the atmospheric temperature is below 40°F.

When surface treatment has set, a fog seal is to be applied at a rate of 0.03 to 0.06 gallons per square yard to the entire surface treatment. The liquid for fog seal shall be a cationic mixing type emulsion diluted forty (40%) percent with water.

C. Sand Cover

Sand cover shall be applied immediately following application of the fog seal coat. Sand shall be spread by a chip spreader at a rate of 1 to 2 pounds per square yard. The exact rate will be determined by the Engineer. Spreading shall not vary more than 5 percent from the exact application rate.

D. Maintenance

Scrub seal coated surfaces shall be maintained, including the traffic control required for maintenance operations, for a period of 4 consecutive calendar days, beginning on the day screenings are applied to the asphalt emulsion. Maintenance shall include sweeping and distribution of screenings over the surface to absorb any free emulsion, to cover any area deficient in cover material and to prevent formation of corrugations. Clean sand may be used in lieu of screenings to cover any excess emulsion which comes to the surface. The use of roadside material for this purpose will not be permitted.

The surface shall be swept as often as necessary during the 4-day maintenance period to maintain the surface free of loose screenings. At the end of the fourth day, any excess screenings shall be removed from the paved area.

VII. Method of Measurement

If a pay item is listed on the Bid Form for work required in this Technical Provision, the quantity to be paid shall be as specified in the Bid Form including all items of work described herein. Any item necessary for Scrub Seal, and not specifically listed in another item in the Bid Form, shall be included in this item. Should the contractor be directed to place Fog Seal as a secondary application to the Scrub Seal, it shall be measured separately as listed in the Technical Specification for Fog Seal

VIII. Basis of Payment

The accepted quantities, determined as provided above for each of the pay items listed below which is included in the contract, will be paid for at the contract unit price per unit of measurement. The Unit price includes all items listed in the contract, including all General Conditions, Special Conditions and Technical Provisions pertaining to Scrub Seal, including all items of work described herein. No additional payment will be provided for any item necessary for the completion of this contract as detailed in the specifications, except that at the direction of the county, Fog Seal shall be applied and paid separately as listed in the Technical Specification for Fog Seal.

Payment will be made under:

Pay Item	Pay Unit
Scrub Seal	Square Yard

END OF SECTION PC-006

PC-007 COLD-IN-PLACE RECYCLING (CIP)

I. Description

The work specified in this Technical Provision consists of the in-place construction of a Cold Recycled Bituminous Base Course, using either reclaimed asphalt pavement (RAP) material and/or reclaimed aggregate material (RAM), combined with virgin aggregates and/or bituminous material. It is the intent of this contract to recycle 100% of the existing asphalt pavement to ensure that the completed recycled base course will be of a consistent material and thickness throughout, including, but not limited to, all existing asphalt pavement adjacent to all concrete curbing, storm sewer inlets, manholes, sanitary sewer manholes, and all utility valve boxes. The existing asphalt pavement in the above-described locations must be included in the recycling process in order to construct a bituminous base course with a uniform thickness throughout 100% of the proposed area. The intent of this contract is to utilize the specified process which is clearly defined within this specification. Therefore Full Depth Reclamation or any variation of Full Depth Reclamation will not be accepted.

II. Materials:

A. *Asphalt Emulsion*

The type of asphalt emulsion to be used shall be determined by the mixture design. Bituminous material shall conform to the applicable requirements of the *current FDOT Standard Specifications for Road and Bridge Construction, Section 916***.** At the request of the county, a representative from the asphalt emulsion supplier shall be available at the job site to monitor the characteristics and performance of the asphalt emulsion. Throughout the job, the representative will monitor the project and make adjustments to the asphalt emulsion formulation as required.

B. *Cold Pulverized Material*

The cold pulverized recycled asphalt pavement (hereinafter referred to as RAP) material shall meet the following gradation requirement prior to the addition of the asphalt emulsion.

STANDARD		***METRIC***	
Sieve Size	%Passing	Sieve Size	%Passing
2”	95	51 mm	95

C. *Portland Cement*

Portland Cement shall be type I or II and conform to the latest standard requirements f ASTM C150 and AASHTO M85, for the type specified.

III. Mixture Design:

A mix design(s) conducted by an independent, AASHTO Materials Reference Laboratory (AMRL) accredited laboratory using materials obtained directly from the project site, conforming to the requirements of this Technical Specification shall be submitted to the County at the Pre-Construction Conference. Based on RAP consistency throughout project limits, more than one mix design may be required. A traffic control plan may be required in accordance with TP-102 for collecting materials. Mix design formulations shall be conducted in accordance with the following guidelines:

A. *Mix Design Procedures*

1. **Sampling and Processing** - Prior to materials sampling in the roadway, obtain approval from the County. A traffic control plan may be required in accordance with TP-102 for collecting materials. Obtain 6" minimum inside diameter cores from the areas to be recycled. If cores show significant differences in various areas, such as different type or thickness of layers between cores, then separate mix designs shall be performed for each of these pavement segments. It is recommended that a minimum of one location be sampled for each 1000' in each lane. Additionally, samples should be taken where visual differences in the pavement are noticed. Immediately patch all core holes neatly with asphalt cold patch. Cores shall be cut in the laboratory to the depth specified for the CIR project. Cores shall be crushed in the laboratory.

The mix design shall be performed on this crushed sample. Gradation of the sample after crushing shall be determined by ASTM C117 and C136 (dried at no greater than 40°C). Samples shall be prepared with a sample splitter. An alternative method is to dry, screen and recombine the sample in the laboratory to target gradation.

2. **Mixing** - Calculate the amount of RAP required to produce a 61.0 mm to 66.0 mm (2.4 to 2.6 inch) tall specimen by determining the maximum specific gravity of the RAP in accordance with ASTM D2041.

Number of specimens: 4 per emulsion content for a total of 4 for long-term stability and 4 for moisture testing for the 3 emulsion contents. Two specimens are required for Rice specific gravity; test at the highest emulsion content in the design and back calculate for the lower emulsion contents.

Recommended emulsion contents: 2.0%, 2.5%, 3.0%, 3.5%. Choose three emulsion contents that bracket the estimated recommended emulsion content.

Add moisture that is expected to be added at the milling head, typically 1.5 to 2.5 percent.

If any additives are in the mixture, introduce the additives in a similar manner that they will be added during field production.

Mixing of test specimens shall be performed with a mechanical bucket mixer. Mix the CIR RAP millings thoroughly with water first, then mix with emulsion. Mixing shall occur at ambient temperature. One specimen shall be mixed at a time. Mixing time with emulsion should not exceed 60 seconds.

3. **Compaction** - Specimens shall be compacted immediately after mixing. Place paper disks on the top and bottom of the specimen before compaction. Specimens shall be compacted with a Superpave gyratory compactor (SGC) in a 100 mm mold at 1.25° angle, 600 kPa ram pressure, and 30 gyrations. The mold shall not be heated.

4. **Curing after compaction** - Extrude specimens from molds immediately after compaction. Carefully remove paper disks.

Place specimens in 60°C forced draft oven with ventilation on sides and top. Place each specimen in a small container to account for material loss from the specimens. Care should be taken not to over-dry the specimens. Cure compacted specimens to constant weight but no more than 48 hours and no less than 16 hours. Constant weight is defined here as 0.05% change in weight in 2 hours. After curing, cool specimens at ambient temperature a minimum of 12 hours and a maximum of 24 hours.

5. **Measurements** - Determine bulk specific gravity (density) of each compacted (cured and cooled) specimen according to ASTM D2726.

Determine specimen heights according to ASTM D3549 or equivalent. Alternatively, the height can be obtained from the SGC readout.

Determine Rice (maximum theoretical) specific gravity, ASTM D2041, except as noted in Item 4 of this procedure, and do not break any agglomerates which will not easily reduce with a flexible spatula. Perform the supplemental dry-back procedure to adjust for uncoated particles.

Determine percent air voids in accordance with ASTM D3203 for each design emulsion content.

Determine corrected Marshall Stability by ASTM D1559 at 40°C after 2 hour temperature conditioning in a forced draft oven.

6. **Moisture Susceptibility** - Perform same conditioning and volumetric measurements on moisture-conditioned specimens as on other specimens. Vacuum saturate to 55 to 75 percent, soak in a 25°C water bath for 23 hours, followed by a one hour soak at 40°C. Determine corrected Marshall Stability. The average moisture conditioned specimen strength divided by the average dry specimen strength is referred to as retained stability.

7. **Emulsion Content Selection** - The properties of the specimens at design emulsion content shall meet the properties in Table 1.

8. **Report -** The report shall contain the following minimum information: Gradation of RAP; amount and gradation of virgin aggregate or additional RAP, if any; recommended water content range as a percentage of dry RAP; optimum emulsion content as a percentage of dry RAP and corresponding density; air void percentage; absorbed water percentage; Marshall Stability and Retained Stability at design moisture and emulsion contents; Raveling percentage; and Thermal Cracking initiation temperature. Include the mix design emulsion designation, supplier name, plant location, and emulsion testing results detailed in *Table 4*.

The mix design(s) shall meet the Mix Design Performance Criteria of ***Table 1*** and be approved by the County prior to construction.

9. **Other Additives:**

If necessary, additives may be used to meet the requirements in **Table 1.** In the case that an additive is used, the type and allowable usage percentage must be described in the submitted design recommendation.

10. Addition of Imported Crushed Reclaimed Asphalt Pavement (RAP) material:

If available, imported RAP material may be added at the discretion of the County Engineer if the RAP material meets the requirements in ***Table 2.*** The crushed RAP shall be free from vegetation and all other deleterious materials, including silt and clay balls. It shall meet the requirements for Deleterious Materials given in *Table 2*. The crushed RAP shall not exceed the maximum size requirement in this Technical Specification and when blended with the design millings, shall produce a product which meets the specifications given in ***Table 1***.

Table 1 – Mix Design Performance Criteria		
100 mm specimens shall be prepared in a Superpave Gyratory compactor. The mixture should meet the following criteria at the selected design asphalt emulsion content:		
Property	***Criteria***	***Purpose***
Compaction effort, Superpave Gyratory Compactor AASHTO T312	1.25° angle, 600 kPa stress, 30 gyrations	Density Indicator
Density, ASTM D2726 or equivalent	Report	Compaction Indicator
Gradation for Design Millings, ASTM C117	Report	
*Marshall stability, ASTM D6926, D6927, 40°C	Optimum Strength	Stability Indicator
**Resistance of Compacted Bituminous Mixture to Moisture Induced Damage AASHTO T283 -Retained stability based on cured stability	70 % min.	Ability to withstand moisture damage
** Cured stability tested on compacted specimens after 60°C (140°F) curing to constant weight.*		
***Vacuum saturation of 55 to 75 percent, water bath 25°C 23 hours, last hour at 40°C water bath*		

Table 2 - Imported Crushed RAP Criteria		
Property	***Method***	***Limit***
Deleterious Materials: Clay Lumps and Friable Particles in Aggregate, %	ASTM C 142 or AASHTO T112	0.2% maximum
Maximum size and Distribution	ASTM C 136 or AASHTO T 27	5% retained on 2" seive

11. Additional Aggregate:

Based on the results of mix design testing or other requirements, the CIR contractor shall determine if additional aggregate is required to comply with mix design performance criteria specified in ***Table 1.*** Any additional aggregate shall meet the criteria specified in ***Table 3,*** and it shall be graded to produce a pavement layer which meets the mix design performance criteria specified in ***Table 1.***

Table 3 - Additional Aggregate Criteria		
Property	***Method***	***Limit***
Los Angeles abrasion value, % loss	AASHTO T96	40% maximum
Sand Equivalent,%	ASTM D2419	60% minimum
Maximum size and Distribution	ASTM C 136 or AASHTO T 27	Section 334-2.2
Water absorption %	AASHTO T 85	5%_ max.imum

IV. Equipment:

Maintain all equipment in a satisfactory operating condition and in accordance with the *2010 FDOT Standard Specifications for Road and Bridge Construction, Section 100-2.* The Cold In-Place Recycling shall be conducted with the equipment specified herein.

A. *Milling Machine:*

A self-propelled, down-cutting, lateral/horizontal mixing, cold milling machine capable of pulverizing the existing asphalt (and base material as needed) in a single pass to the depth shown on the plans will be required. The machine shall have automatic depth controls to maintain the cutting depth to within ± ¼ in (6 mm) of that shown on the plans, and shall have a positive means for controlling cross slope elevations. A 30 foot non-contact averaging beam must be used on the mill. The use of a heating device to soften the pavement will not be permitted. Up-cutting machines shall not be permitted. Machines that only provide vertical mixing will not be permitted.

The milling machine must be equipped with a liquid metering device capable of adjusting the flow of asphalt emulsion to compensate for any variation in the speed of the machine. The metering device shall deliver the amount of asphalt emulsion to within ± 0.2 percent of the required design amount by weight of pulverized bituminous material (for example, if the design requires 3.0 percent, the metering device shall maintain the emulsion amount between 2.8 percent and 3.2 percent). The asphalt emulsion pump should be of sufficient capacity to allow emulsion contents up to 3.5% by weight of pulverized bituminous material. Also, automatic digital readings will be displayed for both the flow rate and total amount of pulverized bituminous material and asphalt emulsion in appropriate units of weight and time.

B. *Bituminous Paver:*

A self-propelled conventional bituminous paver having electronic grade and cross slope control for the screed shall be utilized. The equipment shall be of sufficient size and power to spread and lay the mixture in one smooth continuous pass to the specified section and according to the plans. A 30 foot non-contact averaging beam must be used on the bituminous paver. To reduce material segregation, the bituminous paver must utilize a hopper insert.

C. *Rollers:*

All rollers shall be self-propelled. The number, weight and types of rollers shall be as necessary to obtain the required compaction. At least one pneumatic-tired roller shall have a minimum gross operating weight of not less than 50,000 lbs. (22,600 kg). Pneumatic rollers must have properly working scrapers and water spraying systems. At least one double drum vibratory steel-wheeled roller shall have a gross operating weight of not less than 20,000 lbs. (9,000 kg) and a width of 78 inches (1980 mm). Double drum vibratory rollers must have properly working scrapers and water spraying systems.

V. Experience:

All contractors and their subcontractors shall be FDOT prequalified. Bidders must submit a minimum of five CIR project references that have been completed within the past three years. Bidders may be required to submit detailed information regarding the staff that they propose for this project. Contractor shall be capable of meeting all the requirements of this specification

at the time of the bid. Staff shall have the option to inspect the Contractor's equipment and if found deficient, it shall be the basis for rejection of Contractor's bid.

VI. Construction:

A. *Weather Limitations*

Cold In-Place recycling operations shall be completed when the atmospheric temperature measured in the shade and away from artificial heat is 500 F (10°C) and rising. Also, the weather shall not be foggy or rainy. The weather forecast shall not call for freezing temperature within 48 hours after placement of any portion of the project.

B. *Removal of Vegetation:*

Grass, vegetation and other deleterious material shall be removed from the edge of the existing pavement to prevent contamination of the pulverized bituminous material during the milling operation.

C. *Milling:*

The existing pavement shall be milled to the required depth and width as indicated on the plans. Recycling shall be in a manner that does not disturb the underlying material in the existing roadway. The milling operation shall be conducted so that the amount of fines occurring along the vertical faces of the cut will not prevent bonding of the cold recycled materials. Use a small milling machine, if necessary, to mill longitudinally to the required depth as indicated on the plans along all curbs and gutters, radius returns, utilities, inlets, around all manholes and any other structures not accessible or practical to be milled by the milling/mixing machine utilities. The millings produced by the small mill will be the same as the large mill and of equal gradation to produce a uniform recycled pavement layer. Inlets/Catch Basins must be covered during the milling and recycling operation to prevent milled material from entering the catch basin area where it could contaminate and/or block the storm water system.

D. *Processing:*

When a paving fabric is encountered during the CIR operation, the Contractor shall make the necessary adjustments in equipment or operations so that at least ninety percent (90%) of the shredded fabric in the recycled material is no more that 5 in^2 (3200 mm^2). Additionally, no fabric piece shall have any dimension exceeding a length of 4 inches (100 mm). These changes may include, but not be limited to, adjusting the milling rate and adding or removing screens in order to obtain a specification recycled material. The Contractor shall be required to waste material containing over-sized pieces of paving fabric as directed by the Engineer.

E. *Spreading:*

The material shall be spread using a self-propelled paver meeting the requirements under *2010 FDOT Standard Specifications for Road and Bridge Construction, Section 320-5.* Heating of the paver screed will not be permitted. The recycled material shall be spread in one continuous pass, without segregation and to the lines and grades established by the Engineer.

F. *Compaction:*

Compaction of the recycled mix shall be completed using rollers meeting the requirements of the *2010 FDOT Standard Specifications for Road and Bridge Construction Section 330-10*. During initial construction, rolling patterns and sequences shall be established through the construction of a control strip produced with the CIR equipment and within the pavement section, to determine the target wet density, using a nuclear moisture-density gauge in accordance with ASTM D2950, backscatter measurement mode. In all cases, the longitudinal joint must first be rolled followed by the rolling pattern established by the test strip. The initial pass for the rolling pattern established by the test strip should begin on the low side and progress to the high side by overlapping of longitudinal passes parallel to the pavement centerline. Initial rolling should not begin until the emulsion has started to break. Rollers shall be operated at speeds appropriate for the type of roller and necessary to obtain the required degree of compaction and prevent defects in the mat. Rolling shall be continued until no displacement is occurring or until the pneumatic roller(s) is (are) walking out of the mixture. Final rolling to eliminate pneumatic tire marks and to achieve density shall be done by double drum steel roller(s), either operating in a static or vibratory mode. Vibratory mode should only be operated at a speed, frequency and amplitude shown not to damage the pavement. The selected rolling pattern shall be followed unless changes in the recycled mix or placement conditions occur and the established rolling pattern is causing damage to the mat or the required degree of compaction is unachievable. These circumstances require the establishment of new rolling patterns and sequences through the construction of a control strip produced with the CIR equipment and within the pavement section. Rolling shall start no more than 30 minutes behind the paver. Finish rolling shall be completed no more than one hour after milling is completed. When possible, rolling shall not be started or stopped on uncompacted material but with rolling patterns established so that they begin or end on previously compacted material or the existing pavement.

G. *Return of Traffic:*

After the completion of compaction of the recycled pavement layer, no traffic shall be permitted on the completed recycled material for at least one (1) hour. After one hour rolling traffic may be permitted on the recycled material. This time may be adjusted by the contractor to allow establishment of sufficient cure so traffic will not initiate raveling. After opening to traffic, the surface of the recycled pavement layer shall be maintained in a condition suitable for the safe movement of traffic.

H. *Protection and Damage:*

Protect the recycled pavement layer in accordance with the *2010 FDOT Standard Specifications for Road and Bridge Construction, Section 330-13*. Prime and sand the recycled pavement layer prior to opening the roadway to traffic. Any damage to the completed Cold In Place Recycled bituminous material shall be repaired by the contractor prior to the placement of the hot mix asphalt concrete surface course, or other applicable surface treatment, and as directed by the Engineer.

I. *Finished Recycled Pavement Layer Smoothness:*

The completed cold recycled pavement layer surface shall not vary more than ½ in (12 mm) from the lower edge of a 10-foot (3-meter) straight edge placed on the surface parallel and transversely to the centerline at locations selected by the County.

Irregularities exceeding the specified limit shall be corrected at the expense of the contractor by grinding/cold milling or leveling with cold or hot mix asphalt. The corrected areas shall be retested to determine compliance with smoothness.

VII. Quality Control

A. *Contractor Responsibility:*

The contractor shall be responsible for providing field and laboratory quality control testing of materials during construction. The County or its subconsultant may conduct sampling and testing whenever or as often as desired for verification purposes. The contractor shall acquire an adequate amount of material for each sample to be tested in the laboratory so that an ample amount of material is left over in case of the need for resolution testing. Resolution testing will be required and provided at the expense of the contractor if similar laboratory samples tested by the contractor and the County do not coincide within reasonable values as determined by the County. The resolution laboratory will be selected by the County and the testing results provided by this lab will be used for materials acceptance purposes. All materials testing laboratories shall be accredited by the AASHTO Materials Reference Laboratory (AMRL) or Construction Materials Engineering Council (CMEC). The contractor shall submit all documentation of field inspection and laboratory testing results required herein to the County Engineer prior to payment and upon request. Copies of all delivery tickets and notes regarding any materials brought to the project site shall be given to the County upon delivery to the project site. These tickets shall be signed by an approved representative of the Contractor at the time of delivery.

B. *Crushed RAP Material Sizing:*

A sample shall be obtained from the receiving hopper of the paver each ½ mile or as specified by engineer (0.8 km) and screened using a 2 in. (51mm) sieve (or smaller sieve if required) to determine maximum particle size requirement compliance. The resulting gradations shall be compared to the mix design gradations to determine any necessary changes to emulsion content. Gradation results shall be shared with the County by the end of the following day. Sampling procedures shall be in accordance with ASTM D979 or AASHTO T168.

C. *Asphalt Emulsion:*

The asphalt emulsion shall be received on the job site within the temperature ranges specified by the emulsion supplier. The emulsion supplier shall provide testing results for each shipment indicating the emulsion is in compliance with the criteria specified in ***Table 4.*** The County Engineer may require the contractor to obtain emulsion samples from each shipping trailer prior to unloading into the contractor's storage units for quality control testing if desired. The testing shall meet the following requirements:

Table 4 – Emulsion Criteria

Property	***Method***	***Limit***
*Residue from distillation, %	ASTM D244	64.0 to 66.0 %
*Oil distillate by distillation, %	ASTM D244	0.5% maximum
Sieve Test, %	ASTM D244	0.1% maximum
**Residue Penetration, 25°C, dmm	ASTM D5	-25 to +25%
**Modified ASTM D244 procedure – distillation temperature of 177°C with 20 minute hold.*		
**To be determined during CIR design phase prior to emulsion formulation and*		

manufacture for project. Penetration value range will be determined and submitted to the County Engineer for approval prior to project start

D. *Asphalt Emulsion Content and Yield:*

Total emulsion quantity and yield shall be monitored and recorded daily and for each segment in which the target emulsion percentage is adjusted. This information shall be gathered from the calibrated emulsion metering device. Emulsion content adjustments shall be made appropriately when multiple and specific mix designs for different road segments of varying composition exist.

E. *Water Content and Yield:*

Total water quantity and yield shall be monitored and recorded daily and for each segment in which the target water percentage is adjusted. This information shall be gathered from the water metering device. Water content adjustments shall be made appropriately when multiple and specific mix designs for different road segments of varying composition exist. Water content adjustments shall also be made based on mixture consistency, coating, and dispersion of the recycled materials.

F. *Mixture Testing:*

At the discretion of the County Engineer and if the recycled pavement layer quality and workmanship seem suspect, the contractor may be required to sample, in accordance with ASTM D3665 and D979, the recycled mixture for determining compliance with design criteria specified in ***Table 1.*** If samples of the recycled asphalt pavement mixture are taken after the addition of additives and e emulsion, the specimens must be compacted within 15 minutes of sampling and tested as required in ***Table 1.*** If the recycled mixture is sampled prior to the addition of additives and emulsion, the sample must immediately be transferred to air-tight plastic container to prohibit loss of moisture. Samples must be mixed in the laboratory with the field additives and emulsion within 24 hours and tested as required in ***Table 1***.

G. *Depth of Pulverization (Milling):*

The depth shall be checked and recorded daily and every 1/8 mile (0.2 km).on both outside vertical faces of the cut. Measure depth by placing a rigid measuring device perpendicular to the bottom of the milled surface and near the vertical faces of the cut.

H. Compacted *Density*:

Degree of compaction of the recycled pavement layer shall be monitored for compliance with target wet density established during the initial control strip construction. Wet density shall be determined every 1/4 mile (0.4 km) using a nuclear moisture-density gauge in accordance with ASTM D2950, backscatter measurement mode. Ensure that all nuclear gauges are operated by licensed individuals and have been calibrated within the last 12 months. The acceptable degree of compaction shall be 96 to 98 percent of target wet density. Care shall be taken not to over-roll the mat based on visual observations of check cracking or shoving. A new control strip and target density shall be established if the consistency of the material being recycled changes. The County shall be notified prior to the construction of a new control strip.

I. *Cross-Slope and Smoothness:*

The recycled pavement layer cross slope shall be checked regularly during spreading. A minimum 2 % Cross-Slope shall be maintained through the length of the project. The recycled pavement layer shall be checked for smoothness regularly behind the paver and after rolling. The smoothness shall not vary more than ½ in (12 mm) from the lower edge of a 10-foot (3-meter) straight edge placed on the surface parallel and transversely to the centerline after rolling is completed. The edge of the mat should be rolled first and progress to the center or high side to prevent excessive edge sloughing.

Table 5 – Quality Control Testing and Inspection Criteria		
Property	***Method***	***Limit***
RAP Maximum Particle Size	ASTM C 136 or AASHTO T27	Section 334-2.2
RAP Particle Size Distribution	ASTM C 136 or AASHTO T27	Determined by Mix Design(s)
Emulsion and Water Yield	Calibrated Metering Device	Determined by Mix Design(s)
*Mixture Testing **Depth of Milling Compacted Density Cross-Slope Smoothness	Table 1 Section 334-5.7 ASTM D2950 FM 5-509 FM 5-509	Table 1 Determined by Mix Design(s) 96 to 98% of target density Minimum 2% Maximum 0.5 in (12 mm) deviation from planeness
**Mixture Testing frequency shall be at the County Engineer's discretion*		
***Depth of Milling may need to be adjusted for localized unexpected pavement conditions*		

J. *Documentation*

Delivery Tickets - All delivery tickets and notes regarding any materials brought to the project site to complete this item shall be given to the County upon delivery. Tickets shall be signed by an approved representative of the Contractor at the time of delivery.

VIII. Method of Measurement:

If a pay item is listed on the Bid Form for work required in this Technical Provision, the quantity to be paid shall be as specified in the Bid Form including all items of work described herein. Any item necessary for Cold-In-Place Recycled Bituminous Paving, and not specifically listed in another item in the Bid Form, shall be included in this item, including but not limited to Maintenance of Traffic as specified in TP-102.

IX. Basis of Payment:

The accepted quantities, determined as provided above for each of the pay items listed below which is included in the contract, will be paid for at the contract unit price per unit of measurement. Prices shall be full compensation for the removal and processing of the existing pavement; for preparing, hauling, and placing all materials; for all freight involved; for all manipulations, including rolling and prime and sand for all labor, tools, equipment, quality control testing and incidentals necessary to complete the work. The Unit price includes all items listed in the contract, including all General Conditions, Special Conditions and Technical Provisions pertaining to Cold-In-Place Recycled Bituminous Paving, including all items of work described herein. No additional payment will be provided for any item necessary for the completion of this contract as detailed in the specifications.

Payment will be made under:

Pay Item	Pay Unit
Cold-In-Place Recycled Bituminous Paving	Square Yard
Liquid Asphalt Emulsion	Gallon
Excavation for Widening or Unsuitable Materials	Cubic Yard
Added RAP or Aggregates for Mixing	Ton
Cement	Ton

END OF SECTION PC-007

PC-008-A FULL DEPTH RECLAMTION (FDR) WITH PORTLAND CEMENT

I. Description

This work shall consist of the preparation of a stabilized base course composed of a mixture of the existing bituminous concrete pavement, existing base course material, Portland cement and other additives. The manufacturing of the stabilized base course shall be done by in-place pulverizing and blending of the existing pavement and base materials, the introduction of cement additives, and other additives (if called for in the Mix Design). The process which results in a stabilized base course, shall be accomplished in accordance with these specifications and conform to the lines and grades established by the engineer.

Existing asphalt pavement shall be pulverized by a method that does not damage the material below the plan depth as shown on the appropriate roadway section.

II. Materials:

A. RAP: Materials must meet all requirements specified in the current Florida Department of Transportation Standard Specifications for Road and Bridge Construction 283-2, except that 98% of all material is required to pass through a 50 mm (2 inch) sieve.

B. Additional Base Materials: Additional base materials may be needed for adjusting grade elevations as directed by the engineer, or for widening. When such additional material is required it shall be among those bases listed in FDOT Design Standards as General Use Optional Base Materials and meet applicable FDOT requirements for such.

C. Portland Cement: Portland Cement shall be type I or II and conform to the latest standard requirements of ASTM C150 and AASHTO M85, for the type specified.

D. Water: The water for the base course shall be clean and free from sewage, oil, acid, strong alkalies, or vegetable matter and it shall be in sufficient supply for mixing and curing. Water of questionable quality shall be tested in accordance with the requirements of AASHTO T 26.

E. Soil: The soil base to be reclaimed shall be evaluated by a professional geotechnical engineering laboratory to determine suitability in the stabilization process. The soil shall be free of roots, sod, weeds, and shall not contain gravel or stone retained on a 1-inch (25 mm) sieve, or more than 45% retained on a No. 4 (4.75 mm) sieve, as determined by ASTM C 136.

III. Equipment:

A. Road Reclaimer: Shall be originally designed for pavement reclaiming of a size equal to or larger than a Caterpillar Model RM-350B with comparable specifications including horsepower and rotor size. The reclaimer shall be capable of pulverizing and mixing pavement, base materials, and subgrade soil to depth of 16 inches. It shall have the capability of introducing and metering additives uniformly and accurately and that positive displacement pumps accurately meter the planned amount of water and cement material into the mixture. The reclaiming machine shall mix the cement additive thoroughly with the RAP and soil materials. The pump shall be mechanically or

electronically interlocked with the ground speed of the machine. The cement metering system and water metering system shall be capable of continuously monitoring (GPM) flow, and totaling the quantity of water and cement applied into the mixing chamber. Additives shall be uniformly distributed and mixed with the pulverized material, any existing underlying material as specified.

B. Motor Grader: Shall be of sufficient size and horsepower to adequately rough grade the pulverized base and rough and finish grade the mixed and compacted base. The equipment shall be in good working order free from leaks and capable of maintaining an accurate grade and cross-slope.

C. Rollers: Shall be in good working order free from leaks and capable of compacting the mix to the requirements of this specification: Vibratory rollers shall be a minimum of 10 tons and capable of rolling in either vibratory or static mode. Three wheel static rollers shall be a minimum of 11 tons. Pneumatic tire rollers shall have a minimum of 9 oscillating wheels with smooth, low pressure tires (pressure shall be equally matched in all tires within 5 PSI) and weigh at least 20 tons. Initial compaction shall be accomplished by either single or dual drum vibratory or three wheel roller static rollers.

D. Cement Delivery Equipment: A calibrated screw-type distributor shall be used with a curtain to accurately place the amount of cement required by the mix design onto the roadbed for mixing.

E. Additional equipment: Additional equipment will be needed to complete the operations required by this technical provision. All equipment necessary for the successful completion of projects governed by this technical provision shall be included in the unit costs associated herein. Availability of quality assurance devices (such as a 15' straight edge) shall be the responsibility of the Contractor.

IV. Experience:

All contractors and their subcontractors shall be FDOT prequalified. Bidders must submit a minimum of five Full Depth Reclamation (cement stabilization) project references that have been completed within the past three years. Bidders may be required to submit detailed information regarding the staff that they propose for this project. Contractor shall be capable of meeting all the requirements of this specification at the time of the bid. Staff shall have the option to inspect the Contractor’s equipment and if found deficient, it shall be the basis for rejection of Contractor’s bid.

V. Construction:

A. Layout: The Contractor will be responsible for the string lining and lay out of the roadway prior to paving. Elevations of the existing road must be referenced at sufficient intervals to ensure the roadway elevation is not changed in any location after final surface is placed. Method for layout and line and elevation reference must be approved by the engineer prior to beginning work. It is imperative that roadway elevations remain unchanged except cross slope correction or as approved by the engineer.

B. Weather and Seasonal limitations: The soil-cement base shall not be mixed or placed while the atmospheric temperature is below 35 F (2 C) or when conditions indicate that

the temperature may fall below 35 F (2 C) within 24 hours, or when the weather is foggy or rainy, or when the soil or sub grade is frozen.

C. Mix Design: Prior to base course construction, a minimum of one (1) core sample must be taken for every 5,000 square yards of the roadway. Representative samples of the RAP material, underlying base material and virgin materials, where applicable, shall be supplied to a nationally accredited laboratory for preliminary testing to determine the optimum moisture content and proportions of cement needed to produce a finished base course with a mix design target of 300 PSI and a final in place base compressive strength of 200 to 400 PSI. Laboratory tests of material to be reclaimed and virgin materials for use as base shall be performed to determine compliance with 3-day and 7-day minimum compressive strength requirements of the mixture and the quantity of cement required in the mix. Test specimens containing various amounts of cement are to be compacted in accordance with ASTM D558, and the optimum moisture for each amount of cement is to be determined. Actual application quantities for the Portland cement will be derived from the mix design. The minimum compressive strength requirements of the mixture shall be determined by the engineer of record. The mix design and laboratory testing shall be performed by a geotechnical engineering laboratory and all reports sealed by a professional engineer.

D. Widening: When the existing base is to be widened, the Contractor shall excavate the shoulder from the edge of the existing pavement to at least 6 inches beyond the planned new width of the base prior to pulverization. All costs involved in collecting, hauling, and disposing of these materials shall be borne by the Contractor.

The bottom of the trench shall be kept free of loose soil and vegetation. Approved base material (those bases listed in FDOT Design Standards as General Use Optional Base Materials) shall be placed in the excavation uniformly and without loss or contamination. The Contractor shall correct all areas of irregular grade or deficient thickness and shall remove and replace material contaminated with soil, organic material, or debris.

After the final pass of the reclaimer, soil shall be drawn up against the widening material to close the excavation, and the shoulder shall be graded and compacted to produce a firm, even surface.

E. Additional Material: When additional material is to be added to correct cross slope deficiencies or change elevation as directed by the engineer, approved base material (those bases listed in FDOT Design Standards as General Use Optional Base Materials) shall be placed on the roadway prior to final pass for pulverization and mixed uniformly with the existing material.

F. Pulverization: The existing pavement and base material shall be pulverized and blended to the depth required so the entire mass of material shall be uniformly graded to the following gradation:

SIEVE SIZE	PERCENT PASSING
2”	98 - 100
1-1/2”	95

Material gradation may vary due to local aggregates and conditions. Multiple passes of the reclaimer may be necessary to achieve the required gradation.

The cement and water shall be introduced into the mix through the reclaimer uniformly and accurately and metered such that areas are of equal consistency and moisture content. Alternately, the cement may be introduced by means of a spreader bar with curtain on the cement distributor. Cement shall not be introduced by means of a spreader bar or hose from the cement delivery tanker. The reclaimed material, cement and water shall be combined in place to meet the requirements specified in such proportions that the reclaimed mixture is of acceptable composition and stability. Before the start and at the end of each day's work and at any time requested, the engineer must be permitted access to the mixing equipment in order to read the meter to verify the quantity of cement applied during the day's work. Field adjustments shall be made as necessary to the recommended mix design under the guidance of a knowledgeable and competent technician to obtain a satisfactory reclaimed mixture of consistent composition and stability throughout the Project.

After the material has been processed, it shall be compacted to the lines, grades, and depth required. Water may be applied to ensure optimum moisture content at the time of mixing and compaction.

G. Compaction: Commence rolling with self-propelled rollers as required by this technical provision at the low side of the course, except leave 3 to 6 inches from any unsupported edge or edges unrolled initially to prevent distortion. Density readings shall be taken by Contractor's licensed nuclear gauge operator and witnessed by the Engineer/inspector. A control strip of not less than 500 feet shall be constructed to develop proper rolling/compaction patterns and methods to obtain desired density. Whenever there is a change in the reclaimed material or compaction method, equipment or unacceptable results occur, a new control strip shall be constructed, tested and analyzed.

Rollers shall move at a uniform speed that shall not exceed 8 km/hour (5 miles/hour). For static rollers, the drive drum normally shall be in the forward position or nearest to the paver. Vibratory rollers shall be operated at the speed, frequency and amplitude required to obtain the required density and prevent defects in the mat.

The number, weight and type of rollers furnished shall be sufficient to obtain the required compaction of the reclaimed material. The field density of the compacted mixture shall be at least 95 percent of the maximum density of laboratory specimens prepared from samples of the cement-treated base material taken from the material in place. The specimens shall be compacted in accordance with ASTM D 558. The in-place field density shall be determined in accordance with ASTM D 2922.

Any pavement shoving or other unacceptable displacement shall be corrected. The cause of the displacement shall be determined and corrective action taken immediately and before continuing rolling. Care shall be exercised in rolling the edges of the reclaimed mixture so the line and grade of the edge are maintained.

At the end of each day's production, a transverse construction joint shall be formed by a header or by cutting back into the compacted material to form a true vertical face free of loose material. The protection provided for construction joints shall permit the placing, spreading, and compacting of base material without injury to the work previously laid. Where it is necessary to operate or turn any equipment on the completed base course, sufficient protection and cover shall be provided to prevent damage to the finished surface. A supply of mats or wooden planks shall be maintained and used as approved and directed by the Engineer.

H. Finishing: Finishing operations shall be completed and the base course shall conform to the required lines, grades, and cross section. If necessary, the surface shall be lightly scarified to eliminate any imprints made by the compacting or shaping equipment. The surface shall then be recompacted to the required density. Correct all irregularities greater than ½" over ten feet to the satisfaction of the engineer.

I. Protection and Curing: After the base course has been finished as specified herein, it shall be protected against drying for a period of 5 to 7 days by the application of a prime coat as specified in FDOT Standard Specifications section 300 at a rate of not less than 0.15 gal/sy. The curing method shall begin as soon as possible, but no later than 24 hours after the completion of finishing operations. The finished base course shall be kept moist continuously until the curing material is placed.

At the time the prime coat is applied, the surface shall be dense, free of all loose and extraneous material, and shall contain sufficient moisture to prevent penetration of the bituminous material. Water shall be applied in sufficient quantity to fill the surface voids immediately before the bituminous curing material.

The curing material shall be maintained and re-applied as needed by the Contractor during the 7-day protection period so that all of the soil-cement will be covered effectively during this period. Finished portions of soil-cement that are used by equipment in constructing an adjoining section shall be protected to prevent equipment from marring or damaging the completed work.

When the air temperature may be expected to reach the freezing point, sufficient protection from freezing shall be given the soil-cement for 7 days after its construction and until it has hardened.

J. Thickness: The average thickness of the base constructed during one day shall be within 1/2 inch (12 mm) of the thickness required, except that the thickness of any one point may be within 3/4 inch (19 mm) of that required. Where the average thickness shown by the measurements made in one day's construction is not within the tolerance given, the Engineer shall evaluate the area and determine if, in his/her opinion, it shall be reconstructed at the Contractor's expense or the deficiency deducted from the total material in place.

VI. Sampling and Testing:

Control Testing for Full Depth Reclamation Field Sampling and Testing			
Type of Test	**Method**	**Frequency**	**Size and Location**
RAP and Soil Cement Base Gradation	ASTM D-136	Each 3000 SY (not less than once per day)	20 lb min sampled from hopper
Moisture Density Relationship of Soil Cement Mixtures	ASTM D-558	Each 1000 SY (not less than once per day)	33 lb min sampled from pulverized base
Compressive Strength of Molded Soil Cement Cylinders	ASTM D-1633	Each 3000 SY (not less than once per day)	33 lb min sampled from pulverized and mixed base
In-place Field Density	ASTM D-2922	Each 250 SY (not less than once per day)	Random locations after spreading and compacting

The depth of Reclaimed Bituminous Base Course shall be determined by measuring uncompacted reclaimed material immediately behind the screed in conjunction with measuring the milling depth prior to placement of reclaimed material. One depth measurement for each 250 square yards of completed base course shall be made. Any section deficient by 0.5 in (12 mm) or more from the specified depth shall be removed and satisfactorily replaced by the contractor at no additional cost. At the county's option, cores may be taken by the engineer in the finished product to further ensure base thickness meets requirements.

All delivery tickets and notes regarding any materials brought to the project site to complete this Contract must be given to the Engineer/Inspector upon delivery to the project site.

Additional sampling and testing may be required if major changes in RAP characteristics are observed, such as a much coarser or finer gradation or a noticeable difference in asphalt content, or when considerable variability is occurring in the field test results.

VII. Method of Measurement:

If a pay item is listed on the Bid Form for work required in this Technical Provision, the quantity to be paid shall be as specified in the Bid Form including all items of work described herein. Any item necessary for Full Depth Reclamation with Cement, and not specifically listed in another item in the Bid Form, shall be included in the SY Price for Pulverization including but not limited to shaping, compacting, finish grading, prime coat, sanding prime coat... Cost for introduction of cement into the mixture shall be included in the per TN cost for Cement. Cost for excavation for widening will be included in the CY Price for Excavation. Cost for additional materials needed for widening or adjustment of grade as directed by the engineer shall be included in the CY Price for General Use Optional Base Material.

VIII. Basis of Payment:

The accepted quantities, determined as provided above for each of the pay items listed below which is included in the contract, will be paid for at the contract unit price per unit of measurement. The Unit prices include all items listed in the contract, including all General Conditions, Special Conditions and Technical Provisions pertaining to Full Depth Reclamation with Cement, including all items of work described herein. No additional payment will be

provided for any item necessary for the completion of this contract as detailed in the specifications.

Payment will be made under:

Pay Item	Pay Unit
Full Depth Reclamation (Pulverization)	Square Yard
Cement	Ton
Excavation for Widening or Unsuitable Materials	Cubic Yard
General Use Option Base Material	Cubic Yard

END OF SECTION PC-008-3

PC-008-B FULL DEPTH RECLAMATION WITH ASHPALT EMULSION

I. Description

This work shall consist of the preparation of a stabilized base course composed of a mixture of the existing bituminous concrete pavement, existing base course material and emulsified asphalt and other additives. The manufacturing of the stabilized base course shall be done by in-place pulverizing and blending of the existing pavement and base materials, and the introduction of asphalt emulsion and additives if called for in the Special Conditions or design mix formula. The process which results in a stabilized base course shall be accomplished in accordance with these specifications and conform to the lines and grades established by the engineer.

Existing asphalt pavement shall be pulverized by a method that does not damage the material below the plan depth as shown on the appropriate roadway section.

II. Materials:

A. **RAP:** Materials must meet all requirements specified in the 2015 Florida Department of Transportation Standard Specifications for Road and Bridge Construction 283-2, except that 98% of all material is required to pass through a 50 mm (2 inch) sieve.

B. **Additional Base Materials:** Additional base materials may be needed for adjusting grade elevations as directed by the engineer, or for widening. When such additional material is required it shall be among those bases listed in FDOT Design Standards as General Use Optional Base Materials and meet applicable FDOT requirements for such.

C. **Asphalt Emulsion:** When asphalt emulsion treatment is specified, asphalt emulsion, type CSS-1h or CMS-2h mod., meeting the requirements of ASTM D2397-98, shall be utilized.

D. **Portland Cement:** When a blend of asphalt emulsion and Portland cement is specified the Portland cement shall be type I or II and conform to the latest standard requirements of ASTM C150 and AASHTO M85. If cement is added with emulsion no more than 4% shall be used on the project.

E. **Water:** The water for the base course compaction and foaming additive shall be clean and free from sewage, oil, acid, strong alkalies, or vegetable matter and it shall be in sufficient supply for mixing and curing. Water of questionable quality shall be tested in accordance with the requirements of AASHTO T 26.

F. **Soil:** The soil base to be reclaimed shall be evaluated by a professional geotechnical engineering laboratory to determine suitability in the stabilization process. The soil shall be free of roots, sod, weeds, and shall not contain gravel or stone retained on a 1-inch (25 mm) sieve, or more than 45% retained on a No. 4 (4.75 mm) sieve, as determined by ASTM C 136.

III. Equipment:

A. **Road Reclaimer:** Shall be originally designed for pavement reclaiming of a size equal to or larger than a Caterpillar Model RM-350B with comparable specifications including

horsepower and rotor size. The reclaimer shall be capable of pulverizing and mixing pavement, base materials, and subgrade soil to depth of 16 inches. It shall have the capability of introducing and metering additives uniformly and accurately and that positive displacement pumps accurately meter the planned amount of asphalt emulsion into the mixture. The reclaiming machine shall mix the emulsified asphalt additive thoroughly with the RAP and soil materials. The pump shall be mechanically or electronically interlocked with the ground speed of the machine. The asphalt metering system and water metering system shall be capable of continuously monitoring (GPM) flow, and totaling the quantity of water and asphalt applied into the mixing chamber. Additives shall be uniformly distributed and mixed with the pulverized material, any existing underlying material as specified.

B. **Motor Grader:** Shall be of sufficient size and horsepower to adequately rough grade the pulverized base and rough and finish grade the mixed and compacted base. The equipment shall be in good working order free from leaks and capable of maintaining an accurate grade and cross-slope.

C. **Rollers:** Shall be in good working order free from leaks and capable of compacting the mix to the requirements of this specification: Vibratory rollers shall be a minimum of 10 tons and capable of rolling in either vibratory or static mode. Three wheel static rollers shall be a minimum of 11 tons. Pneumatic tire rollers shall have a minimum of 9 oscillating wheels with smooth, low pressure tires (pressure shall be equally matched in all tires within 5 PSI) and weigh at least 20 tons. Initial compaction shall be accomplished by either single or dual drum vibratory or three wheel roller static rollers.

D. **Additional equipment:** Additional equipment will be needed to complete the operations required by this technical provision. All equipment necessary for the successful completion of projects governed by this technical provision shall be included in the unit costs associated herein. Availability of quality assurance devices (such as a 15' straight edge) shall be the responsibility of the Contractor.

E. **Cement Delivery Equipment:** A calibrated screw-type distributor shall be used with a curtain to accurately place the amount of cement required by the mix design onto the roadbed for mixing.

IV. Experience:

All contractors and their subcontractors shall be FDOT prequalified. Bidders must submit a minimum of five Full Depth Reclamation (with emulsion stabilization) project references that have been completed within the past three years. Bidders may be required to submit detailed information regarding the staff that they propose for this project. Contractor shall be capable of meeting all the requirements of this specification at the time of the bid. Staff shall have the option to inspect the Contractor's equipment and if found deficient, it shall be the basis for rejection of Contractor's bid.

V. Construction:

A. **Layout:** The Contractor will be responsible for the string lining and lay out of the roadway prior to paving. Elevations of the existing road must be referenced at sufficient intervals to ensure the roadway elevation is not changed in any location after final

surface is placed. Method for layout and line and elevation reference must be approved by the engineer prior to beginning work. It is imperative that roadway elevations remain unchanged except cross slope correction or as approved by the Engineer.

B. **Weather and Seasonal limitations:** The base shall not be mixed or placed while the atmospheric temperature is below 35 F (2 C) or when conditions indicate that the temperature may fall below 35 F (2 C) within 24 hours, or when the weather is foggy or rainy, or when the soil or sub grade is frozen. A high ambient temperature (> 32ºC, 90ºF) increases the chance of breaking off large chunks ("slabbing") in front of the cutting machine.

A. **Mix Design:** Prior to base course construction, a minimum of one (1) core sample must be taken for every 5,000 square yards of the roadway. Representative samples of the RAP material, underlying base material and virgin materials, where applicable, shall be supplied to a nationally accredited laboratory for preliminary testing to determine the optimum moisture content and proportions of asphalt emulsion or foamed asphalt needed to produce a finished base course with a mix design target of 300 PSI and a final in place base compressive strength of 200 to 400 PSI. Laboratory tests of material to be reclaimed and virgin materials for use as base shall be performed to determine compliance with 3-day and 7-day minimum compressive strength requirements of the mixture and the quantity of asphalt emulsion or foamed asphalt required in the mix. Test specimens containing various amounts of asphalt emulsion or foamed asphalt are to be compacted in accordance with ASTM D558, and the optimum moisture for each amount of either is to be determined. Actual application quantities for the additives will be derived from the mix design. The minimum compressive strength requirements of the mixture shall be determined by the engineer. The mix design and laboratory testing shall be performed by a geotechnical engineering laboratory and all reports sealed by a professional engineer.

Mix Design Performance Criteria		
100 mm specimens shall be prepared in a Superpave Gyratory compactor. The mixture should meet the following criteria at the selected design asphalt emulsion content:		
Property	***Criteria***	***Purpose***
Compaction effort, Superpave Gyratory Compactor AASHTO T312	1.25° angle, 600 kPa stress, 30 gyrations	Density Indicator
Density, ASTM D2726 or equivalent	Report	Compaction Indicator
Gradation for Design Millings, ASTM C117	Report	
*Marshall stability, ASTM D6926, D6927, 40°C	1,250 lb min.	Stability Indicator
**Resistance of Compacted Bituminous Mixture to Moisture Induced Damage AASHTO T283 - Retained stability based on cured stability	70 % min.	Ability to withstand moisture damage
** Cured stability tested on compacted specimens after 60°C (140°F) curing to constant weight.*		
***Vacuum saturation of 55 to 75 percent, water bath 25°C 23 hours, last hour at 40°C water bath*		

B. **Widening:** When the existing base is to be widened, the Contractor shall excavate the shoulder from the edge of the existing pavement to at least 6 inches beyond the planned new width of the base prior to pulverization. All costs involved in collecting, hauling, and disposing of these materials shall be borne by the Contractor.

The bottom of the trench shall be kept free of loose soil and vegetation. Approved base material (those bases listed in FDOT Design Standards as General Use Optional Base Materials) shall be placed in the excavation uniformly and without loss or contamination. The Contractor shall correct all areas of irregular grade or deficient thickness and shall remove and replace material contaminated with soil, organic material, or debris.

After the final pass of the reclaimer, soil shall be drawn up against the widening material to close the excavation, and the shoulder shall be graded and compacted to produce a firm, even surface.

C. **Additional Material:** When additional material is to be added to correct cross slope deficiencies or change elevation as directed by the engineer, approved base material (those bases listed in FDOT Design Standards as General Use Optional Base Materials) shall be placed on the roadway prior to final pass for pulverization and mixed uniformly with the existing material.

D. **Pulverization:** The existing pavement and base material shall be pulverized and blended to the depth required so the entire mass of material shall be uniformly graded to the following gradation:

SIEVE SIZE	PERCENT PASSING
2”	98 - 100
1-1/2”	95

Material gradation may vary due to local aggregates and conditions. Multiple passes of the reclaimer may be necessary to achieve the required gradation.

The asphalt emulsion or asphalt and water (to produce a foamed asphalt) shall be introduced into the mix through the reclaimer uniformly and accurately and metered such that areas are of equal consistency and moisture content. The reclaimed material and additives shall be combined in place to meet the requirements specified in such proportions that the reclaimed mixture is of acceptable composition and stability. Before the start and at the end of each day’s work and at any time requested, the engineer must be permitted access to the mixing equipment in order to read the meter to verify the quantity of asphalt emulsion applied during the day’s work. Field adjustments shall be made as necessary to the recommended mix design under the guidance of a knowledgeable and competent technician or superintendent to obtain a satisfactory reclaimed mixture of consistent composition and stability throughout the Project.

After the material has been processed, it shall be compacted to the lines, grades, and depth required. Water may be applied to ensure optimum moisture content at the time of mixing and compaction.

E. **Compaction:** Commence rolling with self-propelled rollers as required by this technical provision at the low side of the course, except leave 3 to 6 inches from any unsupported edge or edges unrolled initially to prevent distortion. Density readings shall be taken by Contractor's licensed nuclear gauge operator and witnessed by the Engineer/inspector. A control strip of not less than 500 feet shall be constructed to develop proper rolling/compaction patterns and methods to obtain desired density. Whenever there is a change in the reclaimed material or compaction method, equipment or unacceptable results occur, a new control strip shall be constructed, tested and analyzed.

Rollers shall move at a uniform speed that shall not exceed 8 km/hour (5 miles/hour). For static rollers, the drive drum normally shall be in the forward position or nearest to the paver. Vibratory rollers shall be operated at the speed, frequency and amplitude required to obtain the required density and prevent defects in the mat.

The number, weight and type of rollers furnished shall be sufficient to obtain the required compaction of the reclaimed material. The field density of the compacted mixture shall be at least 95 percent of the maximum density of laboratory specimens prepared from samples of the base material taken from the material in place. The specimens shall be compacted in accordance with ASTM D 558. The in-place field density shall be determined in accordance with ASTM D 2922.

Any pavement shoving or other unacceptable displacement shall be corrected. The cause of the displacement shall be determined and corrective action taken immediately and before continuing rolling. Care shall be exercised in rolling the edges of the reclaimed mixture so the line and grade of the edge are maintained.

At the end of each day's production, a transverse construction joint shall be formed by a header or by cutting back into the compacted material to form a true vertical face free of loose material. The protection provided for construction joints shall permit the placing, spreading, and compacting of base material without injury to the work previously laid. Where it is necessary to operate or turn any equipment on the completed base course, sufficient protection and cover shall be provided to prevent damage to the finished surface. A supply of mats or wooden planks shall be maintained and used as approved and directed by the Engineer.

F. **Finishing:** Finishing operations shall be completed and the base course shall conform to the required lines, grades, and cross section. If necessary, the surface shall be lightly scarified to eliminate any imprints made by the compacting or shaping equipment. The surface shall then be recompacted to the required density. Correct all irregularities greater than ½" over ten feet to the satisfaction of the engineer.

G. **Protection and Curing:** After the base course has been finished as specified herein, it shall be protected against drying for a period of 5 to 7 days by the application of a prime coat as specified in FDOT Standard Specifications section 300 at a rate of not less than 0.15 gal/sy. The curing method shall begin as soon as possible, but no later than 24 hours after the completion of finishing operations. The finished base course shall be kept moist continuously until the curing material is placed.

At the time the prime coat is applied, the surface shall be dense, free of all loose and extraneous material, and shall contain sufficient moisture to prevent penetration of the bituminous material. Water shall be applied in sufficient quantity to fill the surface voids immediately before the bituminous curing material is applied.

The curing material shall be maintained and re-applied as needed by the Contractor during the 7-day protection period so that all of the soil-cement will be covered effectively during this period. Finished portions of soil-cement that are used by equipment in constructing an adjoining section shall be protected to prevent equipment from marring or damaging the completed work.

When the air temperature may be expected to reach the freezing point, sufficient protection from freezing shall be given the soil-cement for 7 days after its construction and until it has hardened.

H. **Thickness:** The average thickness of the base constructed during one day shall be within 1/2 inch (12 mm) of the thickness required, except that the thickness of any one point may be within 3/4 inch (19 mm) of that required. Where the average thickness shown by the measurements made in one day's construction is not within the tolerance given, the Engineer shall evaluate the area and determine if, in his/her opinion, it shall be reconstructed at the Contractor's expense or the deficiency deducted from the total material in place.

VI. Sampling and Testing:

Control Testing for Full Depth Reclamation Field Sampling and Testing			
Type of Test	**Method**	**Frequency**	**Size and Location**
RAP and Soil Cement Base Gradation	ASTM D-136	Each 3000 SY (not less than once per day)	20 lb min sampled from hopper
Moisture Density Relationship of Soil Cement Mixtures	ASTM D-558	Each 1000 SY (not less than once per day)	33 lb min sampled from pulverized base
Compressive Strength of Molded Soil Cement Cylinders	ASTM D-1633	Each 3000 SY (not less than once per day)	33 lb min sampled from pulverized and mixed base
In-place Field Density	ASTM D-2922	Each 250 SY (not less than once per day)	Random locations after spreading and compacting

The depth of Reclaimed Bituminous Base Course shall be determined by measuring uncompacted reclaimed material immediately behind the screed in conjunction with measuring the milling depth prior to placement of reclaimed material. One depth measurement for each 250 square yards of completed base course shall be made. Any section deficient by 0.5 in (12 mm) or more from the specified depth shall be removed and satisfactorily replaced by the contractor at no additional cost. At the county’s option, cores may be taken by the engineer in the finished product to further ensure base thickness meets requirements.

All delivery tickets and notes regarding any materials brought to the project site to complete this Contract must be given to the Engineer/Inspector upon delivery to the project site.

Additional sampling and testing may be required if major changes in RAP characteristics are observed, such as a much coarser or finer gradation or a noticeable difference in asphalt content, or when considerable variability is occurring in the field test results.

VII. Method of Measurement:

If a pay item is listed on the Bid Form for work required in this Technical Provision, the quantity to be paid shall be as specified in the Bid Form including all items of work described herein. Any item necessary for Full Depth Reclamation with Asphalt Emulsion, and not specifically listed in another item in the Bid Form, shall be included in the SY Price for Pulverization including but not limited to shaping, compacting, finish grading, prime coat, sanding prime coat... Cost for introduction of asphaltic cement into the mixture shall be included in the per GL cost for Asphalt Emulsion. Cost for excavation for widening will be included in the CY Price for Excavation. Cost for additional materials needed for widening or adjustment of grade as directed by the engineer shall be included in the per TON Price for General Use Optional Base Material.

VIII. Basis of Payment:

The accepted quantities, determined as provided above for each of the pay items listed below which is included in the contract, will be paid for at the contract unit price per unit of measurement. The Unit prices include all items listed in the contract, including all General Conditions, Special Conditions and Technical Provisions pertaining to Full Depth Reclamation with Asphalt Emulsion, including all items of work described herein. No additional payment will be provided for any item necessary for the completion of this contract as detailed in the specifications.

Payment will be made under:

Pay Item	Pay Unit
Full Depth Reclamation (Pulverization)	Square Yard
Asphalt Emulsion	Gallon
Excavation for Widening or Unsuitable Materials	Cubic Yard
General Use Option Base Material	Cubic Yard
Cement	Ton

END OF SECTION PC-008-4

PC-009 BITUMINOUS FOG SEAL

I. Description

The work consists of applying a bituminous fog seal to an existing pavement surface or to a newly constructed chip seal surface.

II. Materials:

A. **Bituminous Material:** Provide a CSS-1 or CSS-1h, bituminous material for fog seal, as specified in Fl/DOT 916-3.1. The temperature of the bituminous material at the time of application shall be above the minimum temperature of 120°F.

B. **Material Samples:**
The County will require the Contractor to sample and test the first load of emulsion prior to delivery. The Contractor will also provide a sample of the emulsion for every 10,000 gallons, on site, prior to commencing work. The County will require the Contractor to provide sample containers and a local Independent testing laboratory for the analyzing of emulsion. The Contractor will be responsible for the cost of the testing. The County reserves the right to test any shipment of emulsion that is believed to be of substandard. All samples shall be shipped and stored in clean air tight sealed wide mouth jars or bottles made of plastic.

III. Equipment

Any equipment which is not maintained in full working order, or is proven inadequate to obtain the results prescribed, shall be repaired or replaced at the direction of the Engineer.

A. **Distributer Tank:**
The distributor for spreading the emulsion shall be self-propelled, and shall have pneumatic tires. The distributor shall be designed and equipped to distribute the bituminous fog seal uniformly on variable widths of surface at readily determined and controlled rates from 0.07 to 0.12 gallons per square yard of surface, and with an allowable variation from any specified rate not to exceed 5 percent of the specified rate.

Distributor equipment shall include full circulation spray bars, pump tachometer, volume measuring device and a hand hose attachment suitable for application of the emulsion manually to cover areas inaccessible to the distributor. The distributor shall be equipped to circulate and agitate the emulsion within the tank.

A check of distributor equipment as well as application rate accuracy and uniformity of distribution shall be made when directed by the Engineer.

B. **Sand Truck:**
Sand blotters may be used to allow early opening to traffic, if so determined by the Engineer. The truck used for sanding shall be equipped with a spreader that allows the sand to be uniformly distributed onto the pavement. The spreader shall be able to apply 1/2 pound to 3 pounds of sand per square yard in a single pass. The spreader shall be adjustable so as not to broadcast sand onto driveways or treelawns.

The sand to be used shall be free flowing, without any leaves, dirt stones, etc. Any wet sand shall be rejected from the job site.

C. **Self-Propelled Rotary Power Broom:**
The self-propelled rotary broom shall be designed, equipped, maintained and operated so the pavement surface can be swept clean. The broom shall have an adjustment to control the downward pressure.

D. **Additional equipment:**
Additional equipment will be needed to complete the operations required by this technical provision. All equipment necessary for the successful completion of projects governed by this technical provision shall be included in the unit costs associated herein. Availability of quality assurance devices (such as a 15' straight edge) shall be the responsibility of the Contractor.

IV. Experience:

All contractors and their subcontractors shall be FDOT prequalified. Bidders must submit a minimum of five Fog Seal project references in the State of Florida that have been completed within the past three years. A project superintendent knowledgeable and experienced in application of the asphalt rejuvenating agent must be in control of each day's work. The bidder shall submit a written experience outline of the project superintendent. Contractor shall be capable of meeting all the requirements of this specification at the time of the bid. Staff shall have the option to inspect the Contractor's equipment and if found deficient, it shall be the basis for rejection of Contractor's bid.

V. Construction:

A. **Layout:**
The Contractor will be responsible for the string lining and lay out of the roadway prior to sealing.

B. **Weather and Seasonal limitations:**
The surface treatment shall not be applied to a wet surface or when rain is occurring, or the threat of rain is present immediately before placement. The surface treatment shall not be applied when the temperature is less than 60 degrees Fahrenheit in the shade, and humidity should be 50% or lower. When applying emulsions, the temperature of the surface shall be a minimum of 60°F. No construction is allowed in foggy weather.

C. **Resident Notification**
The Contractor shall distribute by hand, a typed notice to all residents and businesses on the street to be treated. The notice will be delivered no more than 24 hours prior to the treatment of the road. The notice will have a local phone number that the residents may call to ask questions. The notice shall be of the door hanger type which secures to the door handle of each dwelling. Unsecured notices will not be allowed. The contractor shall also place the notice on the windshield of any parked cars on the street. Hand distribution of this notice will be considered incidental to the contract

D. **Site and Surface Preparation:**
The Contractor shall be responsible for clipping back shoulders and removing overburden or any other vegetation or debris to ensure that the road is free of organic and deleterious

material. The contractor will be responsible for blowing or sweeping the road immediately ahead of the fog seal operation to make sure the road is free of loose aggregate and other debris.

All manhole and valve covers, inlets and other service entrances, etc., shall be protected from bituminous material by placing reinforced waterproof, all-purpose paper or other suitable material, approved by the Engineer.

The fog seal material shall not be applied until an inspection of the street surface has been done by the Engineer and determined to be suitable.

E. **Application of bituminous material:**
Liquid bituminous material shall be applied by means of a pressure type distributor in a uniform, continuous spread over the section to be treated. The distributor shall be moving forward at the proper speed when the liquid is discharged onto the pavement to provide an even and consistent application at the rate prescribed. If any areas are deficient the operation shall be stopped and corrected immediately. The Contractor shall do a 100' test strip, applied between 0.07 to 0.12 gallons per square yard, diluted with potable water. A dilution rate of 50% (1:1 water to emulsion) is recommended. An application rate between 0.09 to 0.23 gallons per square yard may be used for open surfaces. The Engineer shall review the test strip and recommend application rate adjustments as needed.

F. **Progress of Work:**
All sand used during the treatment must be removed no later than 48 hours after treatment of the street. This shall be accomplished by a combination of hand and mechanical sweeping. All turnouts, cul-de-sacs, etc. must be cleaned of any material to the satisfaction of the Engineer. Street sweeping will be included in the price bid per square yard for asphalt rejuvenating agent. If, after sand is swept and in the opinion of the Engineer, a hazardous condition exists on the roadway, the contractor must apply additional sand and sweep same no later than 24 hours following reapplication. No additional compensation will be allowed for reapplications and removal of sand.

Interim pavement markings can be placed after the fog seal has cured. Permanent pavement markings shall not be placed for three days after placing the fog seal.

When applying to a new chip seal surface, the bituminous chip seal shall be allowed to cure a minimum of 24 hours under dry conditions and temperatures above 60 degrees Fahrenheit.

VI. General Performance:

Provide completed pavement which performs to the satisfaction of the engineer without bleeding, rutting, shoving, raveling, stripping, or showing other types of pavement distress or unsatisfactory performance.

VII. Traffic Control:

The **Contractor** shall furnish all necessary traffic control, barricades, signs and flagmen, to ensure the safety of the traveling public and to all working personnel. Traffic shall not travel on

fresh seal until it has cured. The Contractor shall submit an M.O.T plan indication all facets of traffic control for the project area. The MOT plan must be approved in writing by the County prior to commencing any work. All traffic control shall be in accordance with the FDOT Roadway Design Standards' most current edition. M.O.T. and associated devices shall be checked daily and periodically throughout the project for compliance; and where adjustments or corrections are needed, prompt revisions shall be made.

Traffic shall not be allowed on the roadway after placement of the fog seal for a minimum of two hours, or until the Engineer has determined it has cured.

VIII. Method of Measurement:

If a pay item is listed on the Bid Form for work required in this Technical Provision, the quantity to be paid shall be as specified in the Bid Form including all items of work described herein. Any item necessary for Fog Seal, and not specifically listed in another item in the Bid Form, shall be included in this item.

IX. Basis of Payment:

The accepted quantities, determined as provided above for each of the pay items listed below which is included in the contract, will be paid for at the contract unit price per unit of measurement. The Unit price includes all items listed in the contract, including all General Conditions, Special Conditions and Technical Provisions pertaining to Fog Seal, including all items of work described herein. No additional payment will be provided for any item necessary for the completion of this contract as detailed in the specifications, except that at the direction of the County.

Payment will be made under:

Pay Item	Pay Unit
Bituminous Material for Fog Seal	Square Yard

END OF SECTION PC-009

BID SHEET

The Bid Sheets for this bid are available on the web at http://www.polk-county.net/boccsite/doing-business/bids/. All Bid Sheets are in Excel format and **are to be submitted on a cd with your Bid Package along with the hard copy. The CD must be labeled with the company name and Bid number.**

Deviation from the Bid Sheets is strictly prohibited and will not be accepted. The Bid Sheets are locked and you need only enter the unit cost in the same column. The Bid Sheet will automatically calculate the extension, therefore you must enter the Unit Cost per the Unit Packaging as requested on the Bid Sheets. Any notes you wish to make are to be made in the Remarks section below.

REMARKS: _____

_____

_____

_____

_____

VENDOR NAME

SIGNATURE ACKNOWLEDGEMENT
(SUBMITTAL PAGE)

To Polk County, a Political Subdivision of the State of Florida

Date: _____

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same construction, service or material and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I have read and understand the bidding documents. I have completed and submitted all bid submittal forms, and I am authorized to sign this bid for the bidder. In submitting a bid to the County, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the County all rights, titles and interests in and to all causes of action it may now or hereafter acquire under the Anti-Trust Laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the bidder.

VENDOR NAME	AUTHORIZED SIGNATURE (MANUAL)
MAILING ADDRESS	NAME (TYPED OR PRINTED)
CITY, STATE AND ZIP CODE	TITLE (TYPED OR PRINTED)
(AREA CODE) TELEPHONE NUMBER	TOLL FREE NUMBER
E-MAIL ADDRESS	

This bid may be used by any other Government Agency. [ ] YES [ ] NO [ ] N/A

DRUG-FREE WORKPLACE FORM
(SUBMITTAL PAGE)

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies

that _____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation programs, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____
Bidder's Signature

_____
Date

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER
(SUBMITTAL PAGE)

State of_____)

County of_____)

_____, being first duly sworn, deposes and says that:

1. He/she is _____ of _____, the Bidder that has submitted the attached Bid;

2. He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstance respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidders nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid of any other Bidder, or to fix any overhead, profit or cost element of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed:_____

Title:_____

Subscribed and sworn to before me this _____ day of _____, 20_____

_____

_____

(Title)

My Commission Expires:_____

INSURANCE REQUIREMENTS

The successful vendor shall purchase and maintain in force during the contract period the insurance as specified with an insurer licensed to do business in the State of Florida; rated "A VIII" or better by A.M. Best Rating Company for Class VIII financial size category. Polk County, a political subdivision of the State of Florida, must be named as an additional insured with respect to liability arising from all work being performed for Polk County, for Automobile and General Liability policies of insurance. The certificate holder must be Polk County, a political subdivision of the State of Florida, 330 W Church St, Rm 150, Bartow, Florida 33830. Workers' Compensation Insurance is required to provide statutory benefits, including those that may be required by any applicable federal statute. Any sole proprietor or partner actively engaged in the construction industry, and any corporate officer of a construction or non-construction industry corporation who elects to be exempt from the provisions of the workers' compensation law must provide either a workers' compensation exemption certificate (construction industry) or a letter stating the exemption status and number of employees (non-construction industry). For non-exempt vendors, Employers Liability in the amount of $1,000,000. Commercial General Liability Insurance $1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages: Completed Operations, Broad Form CG. Comprehensive Automobile Liability Insurance $1,000,000; combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired and non-owned vehicles. The general liability and worker's compensation policies shall contain a waiver of subrogation in favor of Polk County. An original certificate of insurance must be on file in the Procurement Division before a purchase order will be issued.

INSURANCE
(SUBMITTAL PAGE)

By signing below the Bidder is stating that they fully understand the insurance requirements for the project and if awarded the bid will provide all insurance coverage as required in Bid No. 15-601.

The requirements are as follows:

- Bidder is insured with a company licensed to do business in the State of Florida
- The insurance company is rated A VIII or better by A.M. Best Rating Company (Workers Compensation, General and Automobile policies)
- Polk County will be named as an additional insured for general and automobile liability
- The General Liability and Worker's Compensation policies will contain waiver of subrogation in favor of Polk County

_____
Company Name

_____
Bidder (signature)

SAFETY REQUIREMENTS/REGULATIONS

1.0 All Bidders are required to submit, with their Bid Proposal, the Safety Requirements/Regulations form. Any questions regarding compliance with the safety requirements/regulations provision shall be directed to the County Safety Officer, Risk Management, at (863) 534-5267.

1.1 The Contractor is responsible for observing all OSHA regulations and shall self-inspect to ensure this is accomplished. The Contractor shall ensure that all personnel are properly trained and shall be able to provide documentation for their personnel that have attended training courses. Examples of such training courses are: Hazard Communications, Traffic Work Zone Safety, Personal Protective Equipment, First Aid/CPR, Permit Required Confined Space, Lock out/Tag Out of Hazardous Energy. All contractors are required to comply with OSHA Standards regardless of the number of employees they may have.

1.2 A County representative may periodically monitor work site safety. Should there be safety and/or health violations, classified as Serious, Willful or Criminal/Willful Violations, the County's representative may have the authority, but not the duty, to require the Contractor to correct the violation in an expeditious manner. Inspections shall be based on requirements contained in law. The definitions of serious, willful and criminal/willful violations are as follows:

Serious Violation: A serious violation shall be deemed to exist in a place of employment if there is a substantial probability that death or serious physical harm could result from a condition which exists, or from one or more practices, means, methods, operations, or processes which have been adopted or are in use, in such place of employment unless the employer did not, and could not, with the exercise of reasonable diligence, know of the presence of the violation.

Willful Violation: May exist where evidence shows that the employer committed an <u>intentional and knowing violation of the Act</u>.

Criminal/Willful Violation: A repeat violation of a previously cited willful violation.

Violation of Serious, Willful or Criminal violation may have the following consequences:

First violation: correction may be a verbal warning and the correction shall be done the same day. Written documentation may be maintained by the County.

Second violation: may result in work stoppage until the violation is corrected. The work stoppage shall not entitle the Contractor to additional contract time or compensation. Liquidated damages provision will remain in full force and effect.

Third violation: this may constitute a breach of contract for safety violations and may result in termination of the contract at the sole discretion of the County.

Note: The County Safety Officer may stop any job to ensure the safety of all concerned.

1.3 Should the work site be in a hazardous area, the County shall furnish the Contractor with information concerning hazards such as types or identification of known toxic material, machine hazards, Material Safety Data Sheets, or any other information that would assist the Contractor in the planning of a safe work site.

1.4 The Contractor shall be aware that while working for the County, representatives from agencies such as the United States Department of Labor, Occupational Safety and Health Administration (OSHA), and the Division of Safety, State of Florida, are invitees and need not have warrants or permission to enter the work site. These agencies, as well as the County Safety Officer, enter at the pleasure of the County.

1.5 The Contractor shall designate a competent person of its organization whose duty shall be the prevention of accidents at the site. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the County. All communications to the superintendent shall be as binding as if given to the Contractor.

SAFETY REQUIREMENTS/REGULATIONS FORM

Bidder must sign and have notarized:

The undersigned bidder hereby certifies that they fully understand the safety requirements/regulation provisions and will comply.

Dated this _____ day of _____, 20_____

Name of Firm_____

By_____

_____

Title of Person Signing (SEAL)

SWORN TO AND SUBSCRIBED BEFORE ME

This _____ day of _____, 20 _____

Notary Public:_____

My Commission Expires:_____

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

SOLICITATION NO.: 15-601 PROJECT NAME: Pavement Management Alternative Methods

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

_____

Signature Title Date

STATE OF: _____
COUNTY OF:_____

The foregoing instrument was signed and acknowledged before me this ____day of _____, 20___, by _____ who has produced
(Print or Type Name)

_____ as identification.
(Type of Identification and Number)

_____
Notary Public Signature

_____
Printed Name of Notary Public

_____
Notary Commission Number/Expiration

The City of Palm Bay Florida
Down to Earth

April 27, 2017

Gregg Lynk
City Manager, City of Palm Bay

This letter serves as my official notification to you and to the Palm Bay City Council that I, Mayor William Capote, have no confidence in your ability to serve Palm Bay as our City Manager. The reasons for this letter are set forth below.

On Friday, February 10, 2017, I informed you of an incident involving local businessman Waseem El Hady and Stuart Buchanan. The details of that incident and your lack of response are attached to this letter.

On Monday, February 13, I met with you and outside labor counsel Andy Hament in my office. At that time, I asked for your resignation due to your inability to manage this City. However, at your insistence, we agreed that I would allow you a 6-month probationary period to demonstrate you could effectively manage this City and that you would not seek to have an increase in your compensation until the end of that probationary period.

On Wednesday, April 19, an increase in your compensation was added to the April 20 Council Meeting Agenda. At that time, you failed to notify Council of our agreement and your probationary status in violation of our agreement.

At the April 20 Council Meeting, during the discussion of that agenda item, you again failed to notify Council of our agreement and your probationary status in violation of our agreement. Due to your lack of notification to the City Council on this matter, the majority of Council voted in favor of your salary increase. It is apparent that you have misled City Council and, therefore, Council voted on an agenda item on which they were not fully informed. Not only did you mislead Council, but you also misled the residents and business owners that came to the meeting to support you.

You have demonstrated a complete lack of integrity. Your lack of integrity has been an issue for me during your time here at the City. You are hereby deemed unfit to serve as City Manager of Palm Bay, and because you failed to honor our agreement, I now ask you to tender your resignation.

William Capote
Mayor

Legislative Department
120 Malabar Road SE • Palm Bay, FL 32907-3009
Phone 321 952 3414 • Fax 321 953 8971
Visit our website www.palmbayflorida.org

The City of Palm Bay Florida
A Perfect Place to Grow

EMPLOYMENT AGREEMENT
CITY MANAGER

THIS AGREEMENT is made and entered into this 21st day of April, 2015, between the **City of Palm Bay**, a Florida municipal corporation (hereinafter, "CITY") and **Gregg Lynk** (hereinafter, "CITY MANAGER").

IN CONSIDERATION of the mutual covenants below, sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1. Appointment of the City Manager.

Pursuant to Section 4.011 of the City Charter of the City of Palm Bay, the CITY, acting through its City Council, appoints Gregg Lynk as its CITY MANAGER, effective April 21st, 2015.

SECTION 2. Duties.

CITY MANAGER shall perform the functions and duties of CITY MANAGER as set forth in the City's charter, ordinances, regulations, rules, policies and standards and shall perform such other associated and legally required duties and functions as the City Council shall from time to time direct and assign to CITY MANAGER. CITY MANAGER agrees to perform all such functions and duties faithfully, competently, professionally and promptly to the best of CITY MANAGER's ability.

SECTION 3. Performance Evaluation.

The City Council shall have the right to conduct an annual evaluation of CITY MANAGER, and the parties agree that such annual review and evaluation shall take place in advance of the adoption of the annual operating budget. The review and evaluation shall be in accordance with specific written criteria developed by the City Council, in conjunction with CITY MANAGER.

SECTION 4. Annual Base Salary.

The initial base salary of CITY MANAGER shall be $136,073, Pay Grade BB, Step 5, which shall be payable in installments at the same time that other employees of the City of Palm Bay are paid. Each year thereafter, CITY MANAGER shall receive a fiscal-year salary increase to his annual base salary at the same time that the CITY provides pay increases for Group 1 employees of the CITY. CITY MANAGER's annual base salary shall be increased by the amount awarded to Group 1 employees.

SECTION 5. Severance Clause.

Mr. Lynk shall receive ten (10) weeks of compensation if his employment is terminated within one (1) year from execution of this agreement; Mr. Lynk shall receive twenty (20) weeks of compensation if his employment is terminated at any point after one (1) year, as provided for in section 215.425(4)(a)1., Florida Statutes (2014). Per section 215.425(4)(a)2., Florida Statutes (2014), this Severance Clause provision shall be

prohibited if CITY MANAGER is fired for misconduct, as defined in s. 443.036(29), by CITY.

SECTION 6. Benefits.

Unless otherwise specified in this Agreement, CITY MANAGER shall be considered a Group 1 employee for the purpose of determining entitlement to employment benefits.

SECTION 7. Deferred Compensation.

CITY agrees to pay, on CITY MANAGER's behalf, seven percent (7%) of CITY MANAGER's annual base salary (provided that this shall not exceed the maximum contribution permitted by law), into the International City and County Management Association - Retirement Corporation (ICMA-RC) 457 Deferred Compensation Plan. CITY agrees to authorize all necessary arrangements required by the ICMA-RC for CITY MANAGER's continued participation in the 457 Deferred Compensation Plan. CITY further agrees to transfer ownership to CITY MANAGER the Plan account funds upon CITY MANAGER's resignation or termination.

SECTION 8. Pension.

The CITY agrees to pay, on CITY MANAGER's behalf, the same percentage of CITY MANAGER's salary as is paid by the CITY on behalf of Group 1 employees into the 401(a) Executive Retirement Plan each pay period. The CITY agrees to execute all necessary agreements required for the CITY MANAGER's participation in the 401(a) Executive Retirement Plan. The CITY further agrees to transfer CITY MANAGER's 401(a) Executive Retirement Plan account to succeeding employers of CITY MANAGER.

SECTION 9. Automobile.

CITY shall provide CITY MANAGER with an automobile, pursuant to attached **Exhibit "1"**, during his term as CITY MANAGER. The automobile may be used for both public and private purposes.

SECTION 10. Executive Expense Allowance.

CITY MANAGER shall receive a monthly Executive Expense Allowance of Two Hundred Fifty Dollars ($250.00). The allowance is a discretionary expenditure fund, and the CITY MANAGER is not required to account for expenditures from the allowance.

SECTION 11. Use of Computer and Cell Phone.

The CITY acknowledges that the CITY MANAGER is engaged in the business of the CITY on a continual basis and authorizes the CITY MANAGER to use CITY-issued equipment, specifically, but not limited to, computer and cell phone for incidental use.

SECTION 12. Medical, Dental and Life Insurance.

The CITY agrees to provide comprehensive medical, dental and term life insurance for CITY MANAGER and his family equal to that which is provided to Group 1 employees and to pay the total premiums for this coverage. CITY shall further provide a contribution in the amount of Two Thousand Five Hundred Dollars ($2,500) on an annual basis to the International City/County Management Association's Health Savings Account.

SECTION 13. Disability Insurance.

The CITY agrees to provide CITY MANAGER with coverage under its standard disability insurance policy.

SECTION 14. Sick, Annual, Holiday, Administrative and Military Leave.

CITY MANAGER shall accrue sick, annual, holiday, administrative and military leave under the same conditions as Group 1 employees. Accrued sick, annual and administrative leave shall be paid at the time of separation.

SECTION 15. Dues and Subscriptions.

CITY agrees to pay CITY MANAGER's professional dues and section memberships with both International City/County Management Association and Florida City and County Management Association.

SECTION 16. Professional Development.

The CITY agrees to pay reasonable and customary travel and subsistence expenses for the CITY MANAGER's travel and attendance at the annual conferences for both the International City/County Management Association and Florida City and County Management Association. The CITY shall pay for CITY MANAGER's attendance at other seminars, conferences, and committee meetings as are approved in the CITY's annual budget or as authorized by the City Council.

SECTION 17. Outside Activities.

CITY MANAGER shall not engage in any outside work that provides an impermissible conflict of interest.

SECTION 18. Termination.

Nothing in this Agreement shall prevent, limit or otherwise interfere with the absolute right of the CITY to terminate the services of CITY MANAGER at any time, with or without cause, in accordance with section 4.012 of the City Charter of the City of Palm Bay.

SECTION 19. Commitment.

In the event CITY MANAGER voluntarily resigns his position with CITY, CITY MANAGER shall give CITY thirty (30) days advance, written notice, unless CITY agrees to waive such notice requirement.

SECTION 20. Indemnification.

The provisions of section 34.13, Code of Ordinances, and sections 111.07 and 111.071, Florida Statutes (2014) shall apply to any legal action brought against CITY MANAGER. This section shall survive the termination of this Agreement or any other separation of CITY MANAGER's employment.

SECTION 21. Renegotiation of Provisions.

Either party may request renegotiation of any provision of this Agreement at any time. If the parties are unable to reach agreement, those terms will remain unchanged.

SECTION 22. Reduction of Pay/Benefits.

If CITY reduces the annual financial benefits of Group 1 employees, the CITY MANAGER's financial benefits will also be reduced accordingly.

SECTION 23. General Provisions.

A. The provisions of this Agreement constitute the entire understanding between the parties. No other representations or understandings are binding on CITY and CITY MANAGER unless contained in this Agreement.

B. Upon CITY MANAGER's death, the CITY's obligations under the Agreement shall terminate, except for:

1) Transfer of balances in CITY MANAGER's ICMA 457 Deferred Compensation Plan and 401(a) Executive Retirement Plan to his designated beneficiaries;

2) Payment of accrued leave balances in accordance with this Agreement;

3) Payment of all outstanding hospitalization, medical and dental bills, in accordance with CITY's insurance policies or plans;

4) Payment of all life insurance and disability benefits;

5) Any other benefits provided to Group 1 employees in the event of death; and

6) Indemnification in accordance with **SECTION 20.**, *supra*, in addition to any other protections that may be afforded city employees in accordance with the Palm Bay Code of Ordinances or Florida Statutes, as may be applicable at the time of death.

C. CITY and CITY MANAGER each waive the privilege of jurisdiction and venue and agree that any litigation involving this Agreement shall take place in the appropriate state court, in and for Brevard County, Florida.

D. This Agreement shall be construed and governed by the laws of Florida.

SECTION 24. Provisions in Conflict.

This Agreement shall supersede all provisions of CITY resolutions in conflict with this Agreement, to the extent of such conflict.

SECTION 25. Severability.

In the event that any provision of this Agreement should be found invalid, unlawful or unenforceable by reason of any existing or subsequently enacted legislation or judicial decision, all other provisions of this Agreement shall remain in full force and effect.

SECTION 26. Effective Date of Agreement.

This Agreement shall become effective upon the modified date as stated within Section 1 herein.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of City by its Mayor and duly attested to by its City Clerk; and agreed to, accepted and executed by CITY MANAGER, in duplicate, on the respective dates under each signature.

CITY OF PALM BAY, FLORIDA

By_____
WILLIAM CAPOTE
Mayor

ATTEST:

_____
Terese M. Jones, City Clerk

DATE: 04-28-15

By_____
Gregg Lynk
City Manager

STATE OF FLORIDA |
COUNTY OF BREVARD |

The foregoing instrument was acknowledged before me this 27th day of April, 2015, by Gregg Lynk, as City Manager of the City of Palm Bay, who is personally known to me.

_____
NOTARY PUBLIC, State of Florida

SALLY R. COTTO
Notary Public - State of Florida
My Comm. Expires Apr 20, 2016
Commission # EE 183983

ADMINISTRATIVE SERVICES AGREEMENT

Between

ICMA Retirement Corporation

and

City of Palm Bay

Type VantageCare RHS

Account Number. 803583

Plan # 803583

ADMINISTRATIVE SERVICES AGREEMENT

This Agreement made as of the 9th day of December, 2015 (herein referred to as the "Inception Date"), between The International City Management Association Retirement Corporation ("ICMA RC"), a nonprofit corporation organized and existing under the laws of the State of Delaware; and the City of Palm Bay ("Employer") a local governmental instrumentality organized and existing under the laws of the State of Florida with an office at 120 Malabar Road, Palm Bay Florida 32907

RECITALS

Employer acts as a public plan sponsor for a retiree health plan with responsibility to obtain investment alternatives and services for employees participating in that plan,

Employer desires to make the VantageCare Retirement Health Savings Plan ("RHS Plan' or "Plan") provided by ICMA RC available to its employees,

ICMA RC makes available The Vantagepoint Funds, a no-load, diversified mutual fund, for investment of public employer plan assets including RHS Plan assets,

ICMA RC provides a complete offering of services to public employers for the operation of employee retirement and retiree health savings plans including, but not limited to, communications concerning investment alternatives, account maintenance, account record-keeping, investment and tax reporting, form processing, benefit disbursement and asset management

AGREEMENTS

1 Acceptance of RHS Plan

Employer agrees to make the RHS Plan provided by ICMA-RC available to its employees The details of the RHS Plan shall be as mutually agreed between the Employer and ICMA-RC, and in general shall be as set forth in the RHS Plan materials developed by ICMA-RC and provided to Employer The RHS Plan materials are hereby incorporated by reference and made a part of this Agreement, except that Employer and ICMA-RC may from time to time mutually agree in writing to terms that vary from the RHS Plan materials RHS plan materials shall include the *VantageCare RHS Employer Manual* available electronically through the EZ Link System upon plan adoption.

The functions to be performed by ICMA-RC and its agents include

(a) allocation in accordance with participant direction of individual accounts to investment funds ("Funds") made available to Plan participants,

(b) maintenance of individual accounts for participants reflecting amounts contributed

income, gain, or loss credited and amounts disbursed as benefits,

(c) provision of periodic reports to the Employer and participants of the status of Plan investments and individual accounts,

(d) communication to participants of information regarding their rights and elections under the Plan,

(e) disbursement of benefits as agent for the Employer in accordance with terms of the Plan, and

(f) performance of tax withholding and reporting in conjunction with the Employer for each RHS account

2 Employer Duty to Furnish Information

Employer agrees to furnish to ICMA RC on a timely basis such information as is necessary for ICMA RC to carry out its responsibilities with respect to the Plan, including information needed to allocate individual participant accounts to Funds, and information as to the benefit eligibility and employment status of participants and participants' ages, addresses, dependents, spouses and other identifying information (including tax identification numbers) Employer also agrees that it will notify ICMA RC in a timely manner regarding changes in staff as it relates to various roles. This is to be completed through the online EZLink employer contact options ICMA RC shall be entitled to rely upon the accuracy of any information that is furnished to it by a responsible official of the Employer or any information relating to an individual participant, spouse or dependent that is furnished by such participant, spouse or dependent, and ICMA RC shall not be responsible for any error arising from its reliance on such information. ICMA-RC will provide reports, statements and account information to the Employer through EZLink, the online plan administrative tool

3 ICMA-RC Representations and Warranties

ICMA-RC represents and warrants to Employer that

(a) ICMA-RC is a non-profit corporation with full power and authority to enter into this Agreement and to perform its obligations under this Agreement

(b) ICMA-RC is an investment adviser registered as such with the Securities and Exchange Commission under the Investment Advisers Act of 1940 as amended. ICMA-RC Services, LLC (a wholly owned subsidiary of ICMA-RC) is registered as a broker-dealer with the Securities and Exchange Commission (SEC) and is a member in good standing of the Financial Industry Regulatory Authority (FINRA)

4 Employer Representations and Warranties

Employer represents and warrants to ICMA-RC that

(a) Employer is organized in the form and manner recited in the opening paragraph of this Agreement with full power and authority to enter into and perform its obligations under this Agreement and to act for the Plan and participants in the manner contemplated in this Agreement. Execution, delivery and performance of this Agreement will not conflict with any law, rule, regulation or contract by which the Employer is bound or to which it is a party

(b) Information required to be retained by the Employer shall be set forth in the RHS plan materials developed by ICMA-RC and provided to the Employer

(c) Employer is responsible for determining that there are no state or local laws that would prohibit it from establishing ICMA-RC's VantageCare RHS program Employer is also responsible for determining that the investments selected for the RHS plan fall within state or local requirements. ICMA RC shall not be responsible for monitoring state or local law or for administering the Plan in compliance with local or state requirements unless Employer notifies ICMA RC of any such local or state requirements.

(d) Employer acknowledges that the RHS plan may be treated as a "health plan" for Health Insurance Portability and Accountability Act ("HIPAA") purposes and therefore may be subject to HIPAA privacy rules If it is determined that the RHS plan is considered a "health plan", an employer sponsoring RHS would be responsible for complying with the HIPAA privacy and security rules regarding protected health information of RHS plan participants

(e) Employer acknowledges that certain such services to be performed by ICMA RC under this Agreement may be performed by an affiliate or agent of ICMA-RC pursuant to one or more other contractual arrangements or relationships, and that ICMA-RC reserves the right to change vendors with which it has contracted to provide services in connection with this Agreement without prior notice to Employer

(f) Employer acknowledges and agrees that ICMA-RC does not assume any responsibility with respect to the selection or retention of the Plan s investment options Employer shall have exclusive responsibility for the selection and retention of the Plan's investment options, including the selection of the applicable mutual fund share class

5 Participation in Certain Proceedings

The Employer hereby authorizes ICMA-RC to act as agent, to appear on its behalf, and to join the Employer as a necessary party in all legal proceedings involving the garnishment of benefits or the transfer of benefits pursuant to a medical child support order Unless Employer notifies ICMA-RC otherwise, Employer authorizes ICMA-RC to determine whether disbursement of

benefits to a spouse or child pursuant to a medical child support order is appropriate

6 Compensation and Payment

(a) Absent an explicit agreement to the contrary between ICMA-RC and Employer participant fees and expenses ("Account Administration Fees") shall be payable from RHS assets, in accordance with the requirements of the RHS Plan as set forth below

(i) Employer with ICMA RC §401 and §457 retirement plan average participant account balances of $25 000 or more.

An annual asset fee of 0.30% (30 basis points) will be charged on a quarterly basis, based on the balance in the account on the last day of the previous quarter

In addition to the annual asset fee a $25 annual account administration fee will be charged quarterly to each Accountholder's account

(ii) Employer with ICMA-RC §401 and §457 retirement plan average participant account balances of less than $25,000, or Employer who does not currently have a retirement plan with ICMA-RC

An annual asset fee of 0 40% (40 basis points) will be charged on a quarterly basis, based on the balance in the account on the last day of the previous quarter

When the average participant account balance of the Employer's §401 and §457 retirement plans with ICMA RC totals $25,000 or more (based on the balances in the Employer's retirement plans on the last day of the previous quarter) the pricing detailed in paragraph 5.a shall apply beginning in the subsequent quarter

In addition to the annual asset fee, a $ 25 annual account administration fee will be charged quarterly to each Accountholder's account.

(iii) Annual Account Administration Fees are subject to change with appropriate prior notification.

(b) **Compensation for Advisory and other Services to The Vantagepoint Funds** Employer acknowledges that certain wholly-owned subsidiaries of ICMA RC receive compensation from The Vantagepoint Funds for advisory and other services furnished to The Vantagepoint Funds The fees referred to in this subsection are disclosed in The Vantagepoint Funds Prospectus and Statement of Additional Information.

7 Contribution Remittance

Employer understands that amounts contributed to the RHS plan are to be remitted directly to Vantagepoint Transfer Agents in accordance with instructions provided to Employer in the RHS

plan materials and are not to be remitted to the ICMA Retirement Trust or ICMA RC In the event that any check or wire transfer is incorrectly labeled or transferred, ICMA-RC will return it to Employer with proper instructions

8 Responsibility

(a) ICMA RC shall not be responsible for any acts or omissions of any person with respect to the Plan or related Trust, other than ICMA-RC in connection with the administration or operation of the Plan or related Trust

(b) The Employer understands that, as a general matter, the Internal Revenue Service ("IRS") may decline to rule on certain design features or provisions that the Employer may request to have added to the RHS plan materials The Employer agrees to hold ICMA RC harmless in connection with the addition and administration of any RHS plan feature or provision requested by the Employer for which the IRS will not provide express interpretive guidance

9 Term

This Agreement shall be in effect for an initial term beginning on the Inception Date and ending 5 years after the Inception Date This Agreement will be renewed automatically for each succeeding year unless written notice of termination is provided by either party to the other no less than 60 days before the end of such Agreement year

10 Amendments and Adjustments

(a) This Agreement may be amended by written instrument signed by the parties

(b) The parties agree that only an adjustment to compensation or administrative and operational services under this Agreement may be implemented by ICMA RC through a proposal to the Employer via correspondence or the Employer Bulletin. The Employer will be given at least 60 days to review the proposal before the effective date of the adjustment Such adjustment shall become effective unless, within the 60 day period before the effective date, the Employer notifies ICMA RC in writing that it does not accept such adjustment, in which event the parties will negotiate with respect to the adjustment

(c) No failure to exercise and no delay in exercising any right, remedy power or privilege hereunder shall operate as a waiver of such right remedy power or privilege.

13 Notices

All notices required to be delivered under this Agreement shall be delivered personally or by registered or certified mail postage prepaid, return receipt requested, to (i) Legal Department, ICMA Retirement Corporation, 777 North Capitol Street, N.E., Suite 600, Washington, D.C

20002-4240, (ii) Employer at the office set forth in the first paragraph hereof, or to any other address designated by the party to receive the same by written notice similarly given

14 Complete Agreement

This Agreement shall constitute the sole agreement between ICMA-RC and Employer relating to the object of this Agreement and correctly sets forth the complete rights, duties and obligations of each party to the other as of its date. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in this Agreement are of no force and effect.

15 Governing Law

This agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made in that jurisdiction without reference to its conflicts of laws provisions.

In Witness Whereof, the parties hereto have executed this Agreement as of the Inception Date first above written.

CITY OF PALM BAY

By _____
Signature/Date

By William Capote, Mayor
Name and Title (Please Print)

INTERNATIONAL CITY
MANAGEMENT ASSOCIATION
RETIREMENT CORPORATION

By _____
Erica McFarquhar
Assistant Secretary

The City of Palm Bay Florida

LEGISLATIVE MEMORANDUM

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

FROM: **Gregg Lynk, City Manager**

DATE: **May 4, 2017**

RE: **Stormwater Utility Initial Assessment Resolution**

The Public Works Department is requesting the adoption of a resolution electing to use the uniform method of collecting non-ad valorem special assessments for the cost of providing stormwater services to properties within the City of Palm Bay, as authorized by section 197.3632, Florida Statutes, as amended. This resolution will allow such special assessments to be collected annually commencing in November 2017, in the same manner as provided for ad valorem taxes. This resolution states the need for the levy and will contain a legal description of the boundaries of the real property subject to the levy. Copies of the proposed form of the resolution, which contains the legal description of the real property subject to the levy, will be on file at the City Clerk's Office.

This resolution changes the collection method of stormwater service fees and will improve our current collection process which utilizes the City's Utility Department's billing process through bills sent out annually, quarterly and monthly. Currently our customers receiving annual billing have the highest rate of non-payment. This resolution will improve that trend due to the use of the Brevard County tax collection process.

REQUESTING DEPARTMENTS:
Public Works Department, City Attorney's Office, City Manager's Office

FISCAL IMPACT:
The Brevard County Tax Collection office can place up to a 2% fee for processing our Stormwater Utility service fees.

RECOMMENDATION:
Motion to approve initial assessment resolution to use uniform method of collection, Non-Ad Valorum Assessments for Stormwater Utility fees.

Attachments: 1) Initial Assessment Resolution

BW/ab

RESOLUTION NO. 2017-15

A RESOLUTION OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, RELATING TO THE PROVISION OF STORMWATER MANAGEMENT SERVICES; ESTIMATING THE COST OF STORMWATER MANAGEMENT SERVICE PROVIDED BY THE CITY'S STORMWATER MANAGEMENT UTILITY; DETERMINING THAT CERTAIN REAL PROPERTY WILL BE BENEFITED THEREBY; ESTABLISHING THE METHOD OF ASSESSING THE COST OF STORMWATER MANAGEMENT SERVICES AGAINST THE REAL PROPERTY THAT WILL BE BENEFITED THEREBY; ESTABLISHING THE METHOD OF CHARGING THE COST OF STORMWATER MANAGEMENT SERVICES TO GOVERNMENT PROPERTY; DIRECTING THE STORMWATER MANAGEMENT UTILITY DIRECTOR TO PREPARE OR DIRECT THE PREPARATION OF THE INITIAL STORMWATER ROLLS BASED UPON THE METHODOLOGY SET FORTH HEREIN; ESTABLISHING A PUBLIC HEARING FOR THE PROPOSED STORMWATER SERVICE ASSESSMENTS AND STORMWATER SERVICE FEES AND DIRECTING THE PROVISION OF NOTICE IN CONNECTION THEREWITH; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

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

ARTICLE I

DEFINITIONS AND CONSTRUCTION

SECTION 1.01. PURPOSE AND DEFINITIONS. This resolution constitutes the Initial Assessment Resolution as defined in the Ordinance. As used in this resolution, the following terms shall have the following meanings, unless the context hereof otherwise requires:

"Agricultural Property" means a Tax Parcel containing a bona fide Farm Operation on land classified as agricultural pursuant to section 193.461, Florida Statutes.

“Benefited Property” means all parcels of real property, including all Assessed Property and all Government Property, that is located within the Stormwater Service Area and included on the Stormwater Roll, contains Impervious Area, Pervious Area (including vacant and undeveloped properties), or any combination thereof, and receives a benefit from the Stormwater Management Services.

"Building" means any structure, whether temporary or permanent, built for support, shelter or enclosure of persons, chattel or property of any kind. This term shall include mobile homes or any vehicles serving in any way the function of a building.

"Building Footprint" means the actual square footage of a Building as reflected on the Tax Roll, divided by the number of levels or floors within the Building.

"Comprehensive Plan" means the most recent version of the comprehensive plan adopted by the Board pursuant to Chapter 163, Part II, Florida Statutes.

"Condominium Complex" means a condominium community created by a declaration of condominium pursuant to Chapter 718, Florida Statutes.

"Condominium Common Area Parcel" means a Tax Parcel of Benefited Property including one or more "common elements," as defined in section 718.103, Florida Statutes of a Condominium, the taxable value of which has been attributed to either Condominium Residential Unit Parcels or Condominium Non-Residential Unit Parcels by the Property Appraiser.

"Condominium Residential Unit Parcel" means a Tax Parcel of Benefited Property constituting a Condominium "unit," as defined in section 718.103, Florida

Statutes, which contains a Dwelling Unit and is assigned a DOR Code 04 in the DOR Codes.

"Condominium Non-Residential Unit Parcel" means a Tax Parcel of Benefited Property constituting a Condominium "unit," as defined in section 718.103, Florida Statutes, which does not contain a Dwelling Unit and is assigned a DOR Code ending in 04 in the DOR Codes.

"DOR Code" means a property use code established in Rule 12D-8.008, Florida Administrative Code, as applied by the Property Appraiser.

"Drainage Basin" means a part of the earth's surface that contributes Stormwater runoff to a drainage system, which consists of diffuse surface waters, together with all natural or artificial tributary surface streams and/or bodies of impounded surface water.

"Dwelling Unit" means a Building, or a portion thereof, available to be used for residential purposes, consisting of one or more rooms arranged, designed, used, or intended to be used as living quarters for one family only.

“Effective Impervious Area” means 100% of the Impervious Area attributable to a Benefited Property plus 15% of the Pervious Area attributable to such Benefited Property.

"ERU" means **"equivalent residential unit,"** the standard unit used to express the Stormwater burden expected to be generated by each parcel of property.

"ERU Value" means the Effective Impervious Area for a typical Single Family Parcel within the Stormwater Service Area, which the City has computed is equal to 4,693 square feet of Effective Impervious Area.

"Farm Operation" is as defined in section 163.3162(2), Florida Statutes.

"Fiscal Year" means the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law as the Fiscal Year for the City.

"General Parcel" means a Tax Parcel of Benefited Property that is not a Single Family Parcel, a Condominium Common Area Parcel, a Condominium Residential Unit Parcel, or a Condominium Non-Residential Unit Parcel.

"Government Leasehold" means a Building located on a Tax Parcel of Government Property that is leased to a private entity for proprietary use.

"Government Property" means property owned by the United States of America, the State of Florida, a county, a special district, a municipal corporation, or any of their respective agencies or political subdivisions.

"Impervious Area" means hard surfaced areas which either prevent or severely restrict the entry of water into the soil mantle and/or cause water to run off the surface in greater quantities or at an increased rate of flow from that present under natural conditions prior to development. Common impervious surfaces include, but are not limited to, rooftops, sidewalks, walkways, patio areas, driveways, parking lots, storage areas and other surfaces which similarly affect the natural infiltration or runoff patterns which existed prior to development.

"Large Single Family Parcel" means a Single Family Parcel with a Building Footprint between 2,701 and 4,600 (inclusive) square feet.

"Medium Single Family Parcel" means a Single Family Parcel with a Building Footprint between 1,501 and 2,700 (inclusive) square feet.

"Mitigation Credit" means, for any Parcel of Benefited Property, a number between 0.0 and 100 representing a reduction in the Stormwater burden expected to be generated by such Parcel attributable to privately maintained Stormwater management facilities and other factors affecting the quantity or quality of Stormwater runoff.

"Mitigation Credit Factor" means the figure computed by subtracting the Mitigation Credit from 1.00.

"Mitigation Credit Policy" means the City of Palm Bay Stormwater Utility Mitigation Credit Policy attached hereto as Appendix B.

"Mitigation Facility" means a manmade facility or structure on the site of a Benefited Property which, by its design and function, retains or detains Stormwater on-site and thus generates less volume of Stormwater from the site or produces Stormwater runoff at a lower rate and/or with less pollutants than would be the case in the absence of such facilities or structure.

"Net ERU" means the standard unit used to express the Stormwater burden expected to be generated by each parcel of property, after taking into consideration any mitigation of the Stormwater burden that results from privately maintained Stormwater management facilities and other factors affecting the quantity, quality, or rate of Stormwater runoff.

"Ordinance" means the Master Capital Project and Service Assessment Ordinance, adopted by the Council on May 4, 2017, as Ordinance No. ___, as it may be amended from time to time.

“Pervious Area” means permeable areas which admit or more freely allow passage of water into the soil mantle. The Pervious Area of a Tax Parcel includes those areas which are not Impervious Area, Submerged Lands, and/or Wetlands.

"Single Family Parcel" means a Tax Parcel of Benefited Property assigned a DOR Code of 01or 02 in the DOR Codes.

"Small Single Family Parcel" means a Single Family Parcel with a Building Footprint between 100 and 1,500 (inclusive) square feet.

"Stormwater" means any surface runoff and drainage of water from land surfaces, including both Impervious and Pervious Areas.

"Stormwater Improvement" means land, capital facilities and improvements acquired or provided to detain, retain, convey or treat Stormwater within the City.

“Stormwater Management Facilities” means the systems, facilities, lands, and water bodies utilized in collecting, conveying, storing, managing, and treating Stormwater generated within the Stormwater Service Area. The term includes but is not limited to inlets, conduits, manholes, channels, ditches, drainage easements, retention and detention basins, infiltration facilities, and other components as well as natural waterways.

"Stormwater Management Service" means (A) management and administration of the City’s Stormwater Management Utility, including administration, planning, and permitting requirements; (B) Stormwater program engineering; (C) Drainage Basin planning; (D) Stormwater Improvements to be acquired or constructed within a reasonable time horizon without the issuance of any debt or borrowing; (E) operating and maintaining the City's capital facilities for Stormwater management, including extraordinary maintenance; (F) billing and collection of Stormwater Service Assessments and

Stormwater Service Fees, including customer information and educational services and reserves for statutory discounts; and (G) legal, engineering and other consultant services.

"Stormwater Management Utility" means the entity established by City Ordinance No. 2010-33 to operate and administer the City's Stormwater Management Service.

"Stormwater Management Utility Director" means the person designated by the City Public Works Department Director or City Manager to oversee and administer the City's Stormwater Management Utility.

"Stormwater Roll" means the property roll relating to Stormwater Management Services approved by a Final Assessment Resolution or an Annual Rate Resolution.

"Stormwater Service Area" means the geographic area described in Appendix "A" attached hereto that encompasses all Tax Parcels within the City that specially benefit from the Stormwater Management Service.

"Stormwater Service Assessment" means a special assessment imposed by the City against Assessed Property within the Stormwater Service Area to fund all or any portion of the Stormwater Service Cost properly attributable to the Stormwater Management Service provided by the City to such Assessed Properties.

"Stormwater Service Cost" means the estimated amount for any Fiscal Year of all expenditures and reasonable reserves that are properly attributable to the Stormwater Management Service provided within the Stormwater Service Area under generally accepted accounting principles, including, without limiting the generality of the foregoing, reimbursement to the City for any moneys advanced for the Stormwater Management Service, and interest on any interfund or intrafund loan for such purpose.

"Stormwater Service Fee" means a fee reasonably related to service provided by the City to Government Property to fund all or any portion of the Stormwater Service Cost for Government Property at a just, fair, reasonable, and equitable rate based upon such property's Stormwater burden, the reasonable relationship to benefits received, and the reasonable cost of providing Stormwater Management Services to such property. The Stormwater Service Fee imposed against Government Property is not a special assessment; it is a regulatory fee imposed for the Stormwater Management Service provided to Government Property as Benefited Property by the City's Stormwater Management Utility.

“Submerged Lands” means all lands permanently, or under ordinary circumstances nearly permanently, covered by water, including all waters on the surface of the Earth, contained in bounds created naturally or artificially, including bays, bayous, sounds, estuaries, lagoons, lakes, ponds, impoundments, rivers, streams, springs, creeks, branches, sloughs, tributaries, and other watercourses.

"Tax Parcel" means a parcel of property which the Property Appraiser has assigned a distinct ad valorem property tax identification number.

"Very Large Single Family Parcel" means a Single Family Parcel with a Building Footprint greater than 4,600 square feet.

“Wetlands” means those areas as classified by the U.S. Fish and Wildlife Service that are inundated or saturated by Stormwater or ground water at a frequency and a duration sufficient to support, and under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soils.

SECTION 1.02. INTERPRETATION. Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this resolution; and the term "hereafter" means after, and the term "heretofore" means before, the effective date of this resolution. Words of any gender include the correlative words of the other genders, unless the sense indicates otherwise.

SECTION 1.03. GENERAL FINDINGS. It is hereby ascertained, determined and declared that:

(A) Pursuant to Article VIII, section 2(b), Florida Constitution, sections 166.021 and 166.041, Florida Statutes, and the Palm Bay Home Rule Charter, the City has all powers of local self-government to perform municipal functions and render municipal services except when prohibited by law, and such power may be exercised by the enactment of legislation in the form of ordinances.

(B) The Council may exercise any governmental, corporate, or proprietary power for a municipal purpose except when expressly prohibited by law, and the Council may legislate on any subject matter on which the Florida Legislature may act, except those subjects described in (a), (b), (c), and (d) of section 166.021(3), Florida Statutes. The subject matter of paragraphs (a), (b), (c), and (d) of section 166.021(3), Florida Statutes, are not relevant to the imposition of Stormwater Service Assessments by the City.

(C) In November 2016, the electors of the City voted to amend section 6.02 of the City Charter to allow for the imposition of special assessments, without a referendum, against property receiving a special benefit from certain enumerated services and

improvements, including for the provision of a comprehensive Stormwater management system and services and improvements related thereto.

(D) Section 403.0893, Florida Statutes, specifically authorizes and encourages the City to provide Stormwater Management Services and create Stormwater programs and adopt Stormwater charges sufficient to plan, construct, operate and maintain the Stormwater management systems.

(E) The Florida Legislature has mandated that local governments in the State of Florida, including the City, have the responsibility for developing mutually compatible stormwater management programs consistent with the rules and regulations of the Florida Department of Environmental Protection and the water management districts and the stormwater management programs established and maintained by other local governments.

(F) The City is responsible for the management and maintenance of the City's Stormwater management system which has been developed for the purpose of collection, storage, treatment, and conveyance of Stormwater. The City has, pursuant to Chapter 163, Florida Statutes, adopted the objectives and policies found in CON-1.2 of the Conservation Element of the City of Palm Bay Comprehensive Plan, which sets forth goals that make it necessary and essential to construct improvements and extensions to the existing Stormwater system so the collection, storage, treatment, and conveyance of Stormwater within the City adequately protects the health, safety, and welfare of the citizens. The creation and maintenance of the City’s existing Stormwater Utility was designed to implement the Conservation Element of the City of Palm Bay Comprehensive

Plan and other municipal, federal and state policies mandating Stormwater management programs by local governments.

(G) Through the National Pollutant Discharge Elimination System Stormwater permitting program, the U. S. Environmental Protection Agency, as implemented by the Florida Department of Environmental Protection, has mandated the City to implement and fund a comprehensive Stormwater management program to reduce the contamination to surface waters of stormwater runoff and prohibit illicit discharges.

(H) The Stormwater Service Assessments and Stormwater Service Fees authorized herein are consistent with the authority granted in section 403.0893, Florida Statutes. That statutory provision is additional and supplemental authority to the constitutional and statutory power of self-government granted to the City.

(I) The City maintains a system of Stormwater management facilities, including but not limited to inlets, conduits, manholes, channels, ditches, drainage easements, retention and detention basins, infiltration facilities, and other components as well as natural waterways. Those elements of the City Stormwater management system that provide for the collection, storage, treatment, and conveyance of Stormwater are of benefit and provide services to all Benefited Property within the Stormwater Service Area.

(J) The public health, safety, and welfare are adversely affected by poor water quality and flooding resulting from inadequate Stormwater management practices. All Benefited Property either uses the Stormwater management system or benefits from the provision and operation of the Stormwater Management Services provided by the City.

(K) The cost of operating and maintaining the Stormwater management system and providing Stormwater Management Services in accordance with existing permits and

the financing of existing and future repairs, replacements, improvements, and extensions thereof should, to the extent practicable, be allocated in relationship to the benefits enjoyed, services received, or burden caused therefrom.

(L) Property owners within the City are eligible for flood insurance through the National Flood Insurance Program (NFIP), which enables these property owners to acquire federally backed flood insurance protection. To ensure that this coverage is available, the City is required to meet the minimum FEMA requirements for participation in the NFIP and failure to meet these requirements could result in flood insurance being either unavailable or prohibitively expensive to property owners within the City.

(M) New and dedicated funding for the Stormwater management program of the City is needed to maintain compliance with state and federal requirements, for participation in the NFIP, and the levy of Stormwater Service Assessments and Stormwater Service Fees is the most equitable method of providing this funding.

(N) The Stormwater Service Assessments and Stormwater Service Fees to be imposed in accordance with this Resolution provide an equitable method of funding the Stormwater Management Services by fairly and reasonably allocating the cost to benefitted property.

(O) Upon the adoption of this Initial Assessment Resolution that certain report entitled "City of Palm Bay, Florida, Stormwater Services Assessment Report," dated as of April, 2017 and prepared by Government Services Group, Inc. (the “Stormwater Assessment Report”), is hereby adopted and incorporated herein by reference, including the assumptions, conclusions, and findings in such study as to the determination of the Stormwater Service Assessments and Stormwater Service Fees.

(P) The special benefits provided by the Stormwater Management Services to all Benefited Property located within the Stormwater Service Area include, but are not limited to: (1) the provision of Stormwater Management Services and the availability and use of facilities and improvements by the owners and occupants of Benefited Property to properly and safely detain, retain, convey and treat Stormwater discharged from such properties; (2) stabilization of or the increase of property values; (3) increased safety and better access to property; (4) improved property appearance; (5) rendering property more adaptable to a current or reasonably foreseeable new and higher use; (6) alleviation of the burdens caused by Stormwater runoff and accumulation attendant with the use of Benefited Property; and (7) fostering the enhancement of environmentally responsible use and enjoyment of the natural resources within the Stormwater Service Area.

(Q) The Stormwater Service Assessments and Stormwater Service Fees authorized by this Initial Assessment Resolution provide an equitable method of funding the Stormwater Service Cost attributed to Benefited Property by fairly and reasonably allocating the Stormwater Service Cost to such properties classified on the basis of the Stormwater burden expected to be generated by the physical characteristics and use of such property. Further, the Stormwater Service Fees provide a reasonable method of funding the Stormwater Service Cost attributed to Government Property because such costs provide a reasonable estimation of the costs of providing Stormwater Management Services to Government Property and managing the burden generated by the use of Government Property as individually classified on the basis of the Stormwater burden expected to be generated.

(R) The City's Surface Water Management Services are necessitated by the existence of both Impervious Area and Pervious Area because both types of surfaces contribute Stormwater runoff to the City's Stormwater Management Facilities, which must be managed and treated by the City. Additionally, the City is required to undertake certain federally mandated permit activities for all properties within the Stormwater Service Area, including Pervious and Impervious Areas.

(S) The existence of both Impervious Area and Pervious Area contributes to the City's burden of managing Stormwater within the Stormwater Service Area. The Effective Impervious Area methodology utilized to apportion the Stormwater Service Cost more accurately measures the expected Stormwater runoff from all Impervious Area and Pervious Area located on such properties and, as explained herein, provides an equitable method of calculating each property's proportionate share of the burden of providing Stormwater Management Services.

(T) If rainfall were applied at a constant rate to an Impervious Area, the Stormwater runoff from such Impervious Area would eventually reach a rate equal to the rate of the rainfall. As a result, absent specific Mitigation Facilities, 100% of the Stormwater from an Impervious Area would eventually reach the City's Stormwater Management Facilities. It is thus fair and reasonable to include 100% of the Impervious Area in determining such property's Stormwater contribution to the Stormwater Management Services.

(U) Pervious Areas also contribute to the amount of Stormwater runoff that is generated by property. However, the expected Stormwater generated by Pervious Area is less than that generated by Impervious Area due to the porous nature of Pervious Area

and its ability to absorb some amount of water before it escapes the property. The absorbent potential of Pervious Areas is dictated by soil type as well as the slope of land, with sloped areas of a steeper grade generating more Stormwater runoff. Pursuant to the Stormwater Assessment Report and the attachments thereto, the Council finds that the City consists of mainly well-drained, sandy soil. Furthermore, the degree of slope found throughout the City varies. Thus, utilizing engineering reference materials which categorize runoff by surface, slope, and soil type, as further described in the Stormwater Assessment Report and attachments thereto, it is fair and reasonable to utilize a coefficient associated with well-drained, sandy soil with an intermediate level of slope to measure the expected Stormwater runoff generated by Pervious Area that will reach the City's Stormwater Management Facilities. Such coefficient is 15%, and is a fair and reasonable factor to utilize in determining a property's Pervious Area's overall Stormwater contribution to the Stormwater Management Facilities.

(V) Accordingly, it is fair and reasonable and consistent with the foregoing analysis to calculate the Effective Impervious Area of a Benefited Property as 100% of the Impervious Area plus 15% of the Pervious Area attributable to such property.

(W) Submerged Lands and Wetlands, which contain rather than contribute Stormwater, do not contribute to the burden of providing Stormwater Management Services and are not included in the calculation of the Effective Impervious Area attributable to a Benefited Property.

(X) Data representing the actual Effective Impervious Area of Single Family Parcels is not readily available or easily ascertainable. Furthermore, considering the comparatively large number of Single Family Parcels within the Stormwater Service Area, it

would be administratively burdensome and costly to measure the Effective Impervious Area of all Single Family Parcels, and would not constitute an effective use of limited City resources.

(Y) As further described in the Stormwater Assessment Report and in Article III hereof, utilizing a statistically valid sample of Single Family Parcels for which the Effective Impervious Area was actually measured, the City determined that the Building Footprint of a Single Family Parcel correlates with the Effective Impervious Area of a Single Family Parcel and thus represents a reasonable method of estimating the Effective Impervious Area of a Single Family Parcel.

(Z) Some Tax Parcels within the Stormwater Service Area may contain certain Mitigation Facilities, which are manmade facilities or structures on site that by their design and function retain and/or detain Stormwater on-site and thus generate less volume of Stormwater from the site or produces Stormwater runoff at a lower rate and/or with less pollutants than would be the case in the absence of such facilities or structure. It is fair and reasonable to reduce the Stormwater Service Assessment and Stormwater Service Fees imposed upon such Tax Parcels by permitting them to apply for Mitigation Credits through the process described herein.

(AA) In accordance with section 163.3162(3)(c), Florida Statutes, the City is prohibited from charging a Stormwater Service Assessment or Stormwater Service Fee on certain Agricultural Property, if such Farm Operation has a National Pollution Discharge Elimination System Permit, an environmental resource permit, a works-of-the-district permit, or if it has implemented best management practices adopted as rules by the Florida Department of Environmental Protection, the Department of Agricultural and Consumer

Services, or an appropriate water management district. Accordingly, any Owner of Agricultural Property demonstrating that they meet the outlined requirements shall be granted a Mitigation Credit from the Stormwater Service Assessment and Stormwater Service Fee.

(BB) Any shortfall in the expected proceeds from the Stormwater Service Assessment and Stormwater Service Fee due to any reduction or exemption from payment thereof required by law or authorized by the Council shall be supplemented by any legally available funds, or combination of such funds, and shall not be paid for by proceeds or funds derived from the Stormwater Service Assessment or Stormwater Service Fee. In the event a court of competent jurisdiction determines any exemption or reduction by the Council is improper or otherwise adversely affects the validity of the Stormwater Service Assessment or Stormwater Service Fee, the sole and exclusive remedy shall be the imposition of a Stormwater Service Assessment or Stormwater Service Fee, as applicable, upon each affected Tax Parcel in the amount that would have been otherwise imposed save for such reduction or exemption afforded to such Tax Parcel.

ARTICLE II

STORMWATER SERVICE ASSESSMENTS

SECTION 2.01. STORMWATER SERVICE AREA.

(A) The Stormwater Service Area shall include the property shown in Appendix A attached hereto and incorporated by reference, which includes all areas of the City that are presently equipped with Stormwater Management Facilities and are provided Stormwater Management Services by the City.

(B) The Stormwater Management Utility shall provide Stormwater Management Services to all Benefited Property within the Stormwater Service Area. All or any portion of the Stormwater Service Cost may be funded from the proceeds of the Stormwater Service Assessments and Stormwater Service Fees.

(C) The Stormwater Management Utility may also acquire and construct capital facilities to assist and facilitate the provision of Stormwater Management Services within the Stormwater Service Area.

SECTION 2.02. IMPOSITION AND COMPUTATION.

(A) The estimated Stormwater Service Cost for the Fiscal Year beginning on October 1, 2017 is $11,869,757.00.

(B) A Stormwater Service Assessment shall be imposed against all Assessed Property within the Stormwater Service Area. The estimated Stormwater Service Cost attributable to Assessed Property shall be assessed against all Tax Parcels of Assessed Property within the Stormwater Service Area at a rate of assessment based upon the special benefit accruing to such Assessed Property from the City's provision of Stormwater Management Services, measured by the number of Net ERUs attributable to each Tax Parcel.

(C) A Stormwater Fee shall be imposed against all Government Property within the Stormwater Service Area. The estimated Stormwater Service Cost attributable to Government Property shall be charged against all such Tax Parcels at a rate based upon the properties' demands for service from the Stormwater Utility and the Stormwater burden created by such properties, measured by the number of Net ERUs attributable to each Parcel of Government Property.

(D) For the Fiscal Year beginning October 1, 2017, the Stormwater Service Assessment and Stormwater Service Fee, as applicable, will be computed for each Tax Parcel located within the Stormwater Service Area by multiplying the number of Net ERUs attributable thereto by the per Net ERU rate of $177.13; provided however, that the $177.13 rate per Net ERU shall be reduced, if necessary, to ensure that the aggregate Stormwater Service Assessments and Stormwater Service Fees within the Stormwater Service Area do not exceed the Stormwater Service Cost.

SECTION 2.03. STORMWATER ROLLS.

(A) The Stormwater Management Utility Director is hereby directed to prepare, or direct the preparation of, the Stormwater Roll for the Stormwater Service Assessments and the Stormwater Roll for the Stormwater Service Fees in the manner provided in the Ordinance.

(B) A copy of this Initial Assessment Resolution and the preliminary Stormwater Rolls shall be maintained on file in the office of the Stormwater Management Utility Director and open to public inspection. The foregoing shall not be construed to require that the Stormwater Rolls be in printed form if the amount of the Stormwater Service Assessment and Stormwater Service Fee for each Tax Parcel can be determined by use of an available computer terminal.

SECTION 2.04. METHOD OF COLLECTION.

(A) The Stormwater Service Assessments shall be collected from all Assessed Property pursuant to the Uniform Assessment Collection Act as provided in Section 5.01 of the Ordinance. For purposes of this Initial Assessment Resolution, Stormwater Service Assessments against Government Leaseholds that are included on the Tax Bill will be collected pursuant to the Uniform Assessment Collection Act as provided in Section 5.01 of the Ordinance.

(B) The Stormwater Service Fees shall be collected from Government Property through the City's existing utility billing system.

ARTICLE III

DETERMINATION OF NET ERUs

SECTION 3.01. CLASSIFICATION OF TAX PARCELS. Each Tax Parcel located within the Stormwater Service Area shall be assigned to one of the following classifications: Small Single Family Parcels, Medium Single Family Parcels, Large Single Family Parcels, Very Large Single Family Parcels, Condominium Residential Unit Parcels, Condominium Non-Residential Unit Parcels, Condominium Common Area Parcels, or General Parcels.

SECTION 3.02. SINGLE FAMILY PARCELS.

(A) The Council hereby finds and determines as follows:

(1) Single Family Parcels constitute approximately 53% of the approximate 76,531 Benefited Properties and Government Properties located within the Stormwater Service Area.

(2) The Pervious Area and Building Footprint information on the Tax Roll is the most comprehensive and recent data available for Single Family Parcels within the Stormwater Service Area. The cost of measuring or verifying the Effective Impervious Area for each individual Single Family Parcel greatly exceeds any benefit to be derived from individual measurement and verification.

(3) Through a statistically valid sampling procedure of all Single Family Parcels within the Stormwater Service Area, it has been determined that the typical Single Family Parcel within the Stormwater Service Area contains 4,693 square feet of Effective Impervious Area and that a Single Family Parcel with 4,693 square feet of Effective Impervious Area equates to an average Building Footprint of 2,076 square feet.

(4) The Building Footprint of each Single Family Parcel as reflected on the Tax Roll constitutes a reasonable proxy for Effective Impervious Area.

(B) The City has estimated 4,693 square feet of Effective Impervious Area for a typical Medium Single Family Parcel within the Stormwater Service Area. Accordingly, the number of Net ERUs attributable to each Medium Single Family Parcel shall be computed by multiplying one (1) ERU by the appropriate Mitigation Credit Factor.

(C) The City has estimated 3,221 square feet of Effective Impervious Area for a typical Small Single Family Parcel within the Stormwater Service Area. Accordingly, the number of Net ERUs attributable to each Small Single Family Parcel shall be computed by multiplying 0.7 ERUs by the appropriate Mitigation Credit Factor.

(D) The City has estimated 6,527 square feet of Effective Impervious Area for a typical Large Single Family Parcel within the Stormwater Service Area. Accordingly, the

number of Net ERUs attributable to each Large Single Family Parcel shall be computed by multiplying 1.4 ERUs by the appropriate Mitigation Credit Factor.

(E) The number of Net ERUs attributable to each Very Large Single Family Parcel shall be computed as a General Parcel, in accordance with Section 3.05 hereof.

SECTION 3.03. RESIDENTIAL CONDOMINIUM PARCELS.

(A) The Council hereby finds and determines as follows:

(1) A residential condominium constitutes a unique form of real property ownership comprised of Condominium Residential Unit Parcels, to which there may be an appurtenant undivided share in Condominium Common Area Parcels.

(2) It is fair and reasonable and in accordance with section 718.120, Florida Statutes, to attribute the Impervious Area of Condominium Common Area Parcels to the Condominium Residential Unit Parcels to which such Condominium Common Area Parcels are appurtenant.

(B) The number of Net ERUs attributable to each Condominium Residential Unit Parcel in a Condominium Complex shall be the amount computed by multiplying (a) the amount calculated by (i) dividing the Effective Impervious Area of the Condominium Complex in which the Condominium Residential Unit Parcel is located, including any Condominium Common Area Parcels, by the ERU Value, and (ii) dividing the result by the total number of Condominium Residential Unit Parcels located within such Condominium Complex, by (b) the appropriate Mitigation Credit Factor.

SECTION 3.04. NON-RESIDENTIAL CONDOMINIUM PARCELS.

(A) The Council hereby finds and determines as follows:

(1) A non-residential condominium constitutes a unique form of real property ownership comprised of Condominium Non-Residential Unit Parcels, to which there may be an appurtenant undivided share in Condominium Common Area Parcels.

(2) It is fair and reasonable and in accordance with Section 718.120, Florida Statutes, to attribute the Effective Impervious Area of Condominium Common Area Parcels to the Condominium Non-Residential Unit Parcels to which such Condominium Common Area Parcels are appurtenant.

(B) The number of Net ERUs attributable to each Condominium Non-Residential Unit Parcel in a Condominium Complex shall be the amount calculated by (a) dividing the Effective Impervious Area of the Condominium Complex in which the Condominium Non-Residential Unit Parcel is located, including any Condominium Common Area Parcels, by the ERU Value, and then (b) multiplying the total number of ERUs assigned to the Condominium Complex by the percentage of Building square footage allocated to all Condominium Non-Residential Unit Parcels to arrive at the total ERUs for all Condominium Non-Residential Unit Parcels, and then (c) dividing the total ERUs for all Condominium Non-Residential Unit Parcels by the amount determined by (i) dividing the square footage of each Condominium Non-Residential Unit Parcel by (ii) the total non-residential square footage in the Condominium Complex, and then (c) multiplying that figure by the appropriate Mitigation Credit Factor.

SECTION 3.05. GENERAL PARCELS. The number of Net ERUs attributable to each General Parcel shall be determined by (1) dividing the Effective Impervious Area of

the General Parcel by the ERU Value, and (2) multiplying the result by the appropriate Mitigation Credit Factor.

SECTION 3.06. APPROVAL OF MITIGATION POLICY.

(A) The Council hereby finds that the Mitigation Credit Policy is fair and reasonable and, therefore, approves the Mitigation Credit Policy attached hereto as Appendix B.

(B) The Board recognizes the benefits provided by privately maintained Mitigation Facilities. Properties supporting private Stormwater management facilities should be credited for the public benefits they provide. Accordingly, the number of ERUs otherwise attributable to such property shall be adjusted by a Mitigation Credit determined in accordance with the Mitigation Credit Policy.

(C) In order to receive a Mitigation Credit for which property is eligible, prior to July 14, 2017, and, thereafter, prior to the June 1 preceding the Fiscal Year for which reapplication is required, the property owner shall file a Mitigation Credit application with the Stormwater Management Utility Director on a form approved by the Stormwater Management Utility Director. The property owner may be required to provide the Stormwater Management Utility Director with "as built" drawings of the Stormwater management facility sealed by a Florida registered professional engineer, a certification from a Florida registered professional engineer as to the standards of retention and detention achieved by the facility, evidence of compliance with any exemptions mandated under state law, or such other reasonable requirements as may be necessary to effectuate the purposes of this Section.

(D) The Stormwater Management Utility Director, with the assistance of other members of the administrative staff of the City, shall, within forty-five (45) days after the filing of such application, review the application and such other supporting data that may be filed therewith and make such further investigation as may be reasonably required in order to determine if the applicant is qualified for a Mitigation Credit pursuant to this Section.

(E) The Stormwater Management Utility Director shall furnish his or her written decision to such applicant by United States mail, postage prepaid, addressed to the applicant at the address stated on the application.

(F) No Mitigation Credit shall be applied for service provided to property by a Mitigation Facility constructed or maintained with City funds. However, a Mitigation Credit shall be applied for service provided to property by a regional Mitigation Facility if the developer of the property provided a capital contribution to the regional facility in lieu of constructing on-site facilities.

(G) Upon approval, Mitigation Credits shall be valid and applicable in subsequent Fiscal Years. However, Mitigation Credits previously granted to a property may be revoked at any time by the City upon notice to the property owners. Upon notification by the City, property owners must reapply in accordance with paragraph (C) of this Section.

ARTICLE IV

NOTICE AND PUBLIC HEARING

SECTION 4.01. PUBLIC HEARING. A public hearing will be conducted by the Council on June 15, 2017, in the City Hall Council Chambers, 120 Malabar Road SE, Palm Bay, Florida, at 7:00 p.m., or as soon thereafter as the item can be heard, to consider

imposition of the Stormwater Service Assessments and their collection pursuant to the Uniform Assessment Collection Act and imposition of the Stormwater Service Fees.

SECTION 4.02. NOTICE BY PUBLICATION. The Stormwater Management Utility Director shall publish a notice of the public hearing authorized by Section 4.01 hereof in the manner and the time provided in Section 3.04 of the Ordinance. The published notice shall be published no later than May 25, 2017 in substantially the form attached hereto as Appendix C.

SECTION 4.03. NOTICE BY MAIL. The Stormwater Management Utility Director shall, at the time and in the manner specified in Section 3.05 of the Ordinance, provide first class mailed notice of the public hearing authorized by Section 4.01 hereof to each property owner proposed to be assessed at the address indicated on the Tax Roll. The mailed notice shall be mailed no later than May 25, 2017 in substantially the form attached hereto as Appendix D.

ARTICLE V

GENERAL PROVISIONS

SECTION 5.01. ADJUSTMENT OF NET ERUs.

(A) Petitions for review of the number of Net ERUs attributed to any Tax Parcel shall be submitted to the Stormwater Management Utility Director, who shall have authority to correct any errors made in applying the provisions of Article III hereof to the Tax Parcel. The following procedures shall apply to all petitions.

(1) Each petition shall be made to the Stormwater Management Utility Director by the owner of the Tax Parcel or such owner's authorized agent.

(2) The petition shall be in writing and set forth, in detail, the grounds upon which adjustment is sought.

(3) The petition must be filed with the Stormwater Management Utility Director within 30 days of the notice required by Section 4.03 of this Resolution and shall be reviewed within 30 days of the filing date. Filing of a petition shall not extend the time for payment of any Stormwater Service Assessment or Stormwater Service Fee, or affect the amount of any discount for early payment. If the number of Net ERUs is adjusted for any Tax Parcel, the Stormwater Service Assessment or Stormwater Service Fee, as applicable, shall be corrected in accordance with Section 2.04 of the Ordinance. If the Stormwater Service Assessment or Stormwater Service Fee has been paid prior to adjustment of the number of Net ERUs, either the Tax Collector shall refund the amount by which the Stormwater Service Assessment has been reduced, as adjusted for any early payment discount taken by the owner, or the City shall refund the amount by which the Stormwater Service Fee has been reduced, as adjusted for any early payment discount authorized by the City.

(4) The petitioner may be required, at petitioner's own cost, to provide supplemental information to the Stormwater Management Utility Director including, but not limited to, survey data approved by a professional land surveyor and/or engineering reports approved by a professional engineer. Failure to provide such information may result in the denial of the petition.

(5) The Stormwater Management Utility Director shall respond to each petition in writing.

(B) The Stormwater Management Utility Director may initiate adjustments to the number of Net ERUs attributed to any Tax Parcel. If the number of Net ERUs is reduced for any Tax Parcel, the Stormwater Service Assessment or Stormwater Service Fee shall be corrected in accordance with Section 2.04 of the Ordinance. In such event, if the Stormwater Service Assessment has been paid prior to adjustment of the number of Net ERUs, the Tax Collector shall refund the amount by which the Stormwater Service Assessment has been reduced, as adjusted for any early payment discount taken by the owner or the City shall refund the amount by which the Stormwater Fee has been reduced, as adjusted for any early payment discount, as applicable. If the number of Net ERUs is increased for any Tax Parcel, the adjustment shall become effective for Stormwater Service Assessments and Stormwater Service Fees in the subsequent Fiscal Year.

SECTION 5.02. EFFECTIVE DATE. The provisions within this resolution shall take effect immediately upon the enactment date.

This resolution was duly enacted at Meeting No. 2017- , of the City Council of the City of Palm Bay, Brevard County, Florida, held on , 2017.

_____
William Capote, MAYOR

ATTEST:

_____
Terese M. Jones, CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By:_____
Andrew Lannon, City Attorney

APPENDIX A

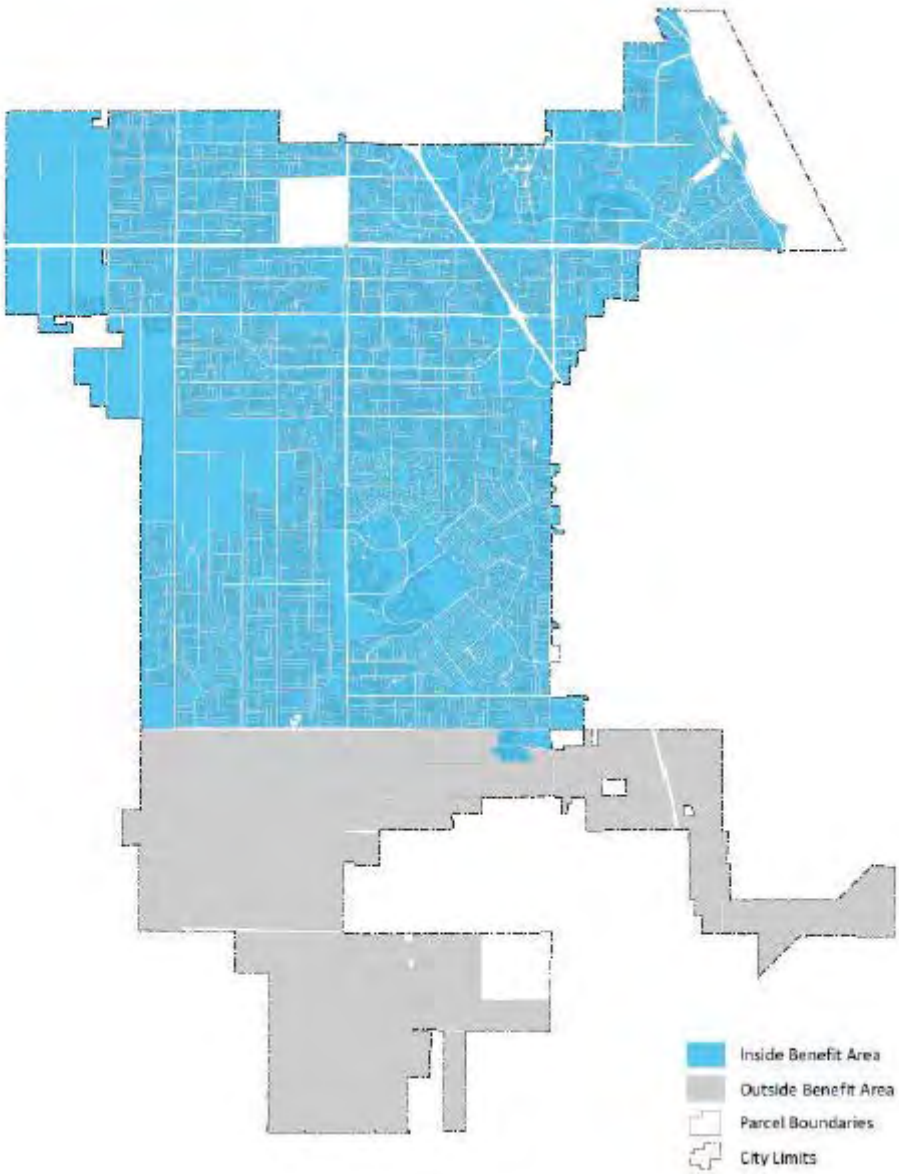
DESCRIPTION OF THE STORMWATER SERVICE AREA

APPENDIX A

DESCRIPTION OF THE STORMWATER SERVICE AREA

The Stormwater Service Area includes the following area:

Property located north of the Melbourne Tillman Drainage Canal #38 and the Waterstone Subdivision located southeast of Canal #38.



APPENDIX B

CITY OF PALM BAY
STORMWATER MANAGEMENT UTILITY MITIGATION CREDIT POLICY

APPENDIX B:

CITY OF PALM BAY
STORMWATER UTILITY MITIGATION CREDIT POLICY

CREDIT AND ADJUSTMENT POLICY

Stormwater Mitigation Credit Policy

The City recognizes that some developed properties subject to the stormwater assessment have constructed and currently operate and maintain stormwater facilities that can reduce stormwater runoff impacts from the subject property and thus reduce the burden on the City to maintain, operate and provide capital improvements to the stormwater management system. An important feature of the stormwater assessment process is the determination of mitigation credits in these situations. The proposed policy addresses mitigation credits as they apply to parcels that have participated in the private development and maintenance of man-made stormwater facilities, thus reducing the amount of runoff to be collected, conveyed or treated by the City's stormwater management program.

Mitigation Credit Application

Parcels subject to a stormwater charge may be granted a mitigation credit based on one of the following factors:

1. No stormwater discharges from any portion of the parcel, or no drainage to road right-of-way or any part of a stormwater system over which the City has maintenance responsibility.

2. Owner of parcel contributes monetarily to a Community Development District, Civic Association (Homeowners Association or Property Owners Association), or Special District which provides maintenance to non-City owned stormwater management facilities which accept drainage from the parcel; or the parcel has a properly permitted, maintained and functional onsite stormwater management system which treats and/or attenuates stormwater prior to discharge to the road right-of-way or stormwater system over which the City has maintenance responsibility.

   Facilities must be in compliance with a valid Water Management District permit. Proof of compliance with Water Management District permit requirements and certification of proper operation and maintenance of the facility will be required on a periodic basis.

Rationale

Mitigation credits may be granted to parcels whose offsite stormwater impacts on the City system are non-existent, are mitigated by a properly functioning and permitted stormwater system, or the parcel owner contributes to the maintenance of a private system which provides stormwater treatment and attenuation for runoff to public right-of-way. The basis for these credits is as follows:

1. Parcels which do not discharge stormwater impose no direct stormwater maintenance burdens on the City's system. This provides a savings to the City on the cost of maintaining the City owned and operated stormwater facilities.

2. Parcel owners which contribute to the maintenance of privately held stormwater management facilities that treat runoff to reduce the pollutant load to receiving waters reduce the financial burden on the operation and maintenance of the City's stormwater treatment facilities and are eligible for a partial mitigation credit.

3. The City and the receiving waters receive benefits from privately-owned and properly maintained stormwater management facilities.

4. It is in the City's interest to encourage the proper operation and maintenance and continued existence of onsite stormwater management facilities.

Mitigation Credits

A property with functioning on-site drainage facilities may receive a stormwater management system user fee credit upon the following conditions:

Condition	Credit
1. Detention Systems – A parcel is eligible for a thirty percent (30%) credit from the user fee confirmed by the Director when the owner demonstrates that stormwater discharge rate (flow) from a detention system after development is less than or equal to the before development rate (flow) of the parcel for a 25-year, 24-hours storm event as defined by the appropriate Water Management District. The property owner must provide certification by a Florida licensed professional engineer that these requirements are met.	30%
2. Extended Detention System – A parcel is eligible for an additional credit up to twenty percent (20%) when the owner demonstrates that stormwater discharge rate (flow) from a detention system after development is less than the before development rate (flow) of the parcel for a 25-year, 24-hours storm event as defined by the appropriate Water Management District. (Credit is proportional to the percentage of runoff rate reduction achieved with a minimum fifty percent (50%) reduction in runoff rate needed to achieve a ten percent (10%) credit.)	Up to 20%
3. Retention Systems – A parcel is eligible for a fifty percent (50%) credit from the user fee confirmed by the Director when the owner demonstrates that stormwater runoff is retained from a 25-year, 24-hour storm as defined by the appropriate Water Management District. The property owner must provide certification by a Florida licensed professional engineer that these requirements are met.	50%

4.	Retention Systems – A parcel is eligible for a credit of up to one hundred percent (100%) of the amount of the user fee confirmed by the Director to be the percentage of stormwater runoff from a 100-year, 24-hour stormwater event which is retained on the property (credit is directly proportional to volume of runoff retained. Credit would be given after retention for the 25-year, 24-hour storm is achieved).	100%
5.	A property that does not contribute stormwater to the utility and is not otherwise benefited by the utility shall be allowed a credit of one hundred percent (100%).	100%
6.	Property which is designated and delineated as wetlands, wetlands under conservation easements, or designated conservation lands shall be allowed a credit of one-hundred percent (100%) effective October 1, 2011. Credits that are granted shall only be retroactive to the effective date of October 1, 2011, but retroactive credit shall not exceed one (1) year. Submittal of wetlands delineation report is required to receive credit.	100%

The above mitigation credits are not cumulative. Requests for mitigation credits with supporting documentation must be submitted to the City of Palm Bay to obtain the credit.

Right of Entry

In order to be eligible for a Mitigation Credit, the owner of the parcel must agree to allow the City to inspect the stormwater drainage facilities to ensure that they are maintained and functioning properly.

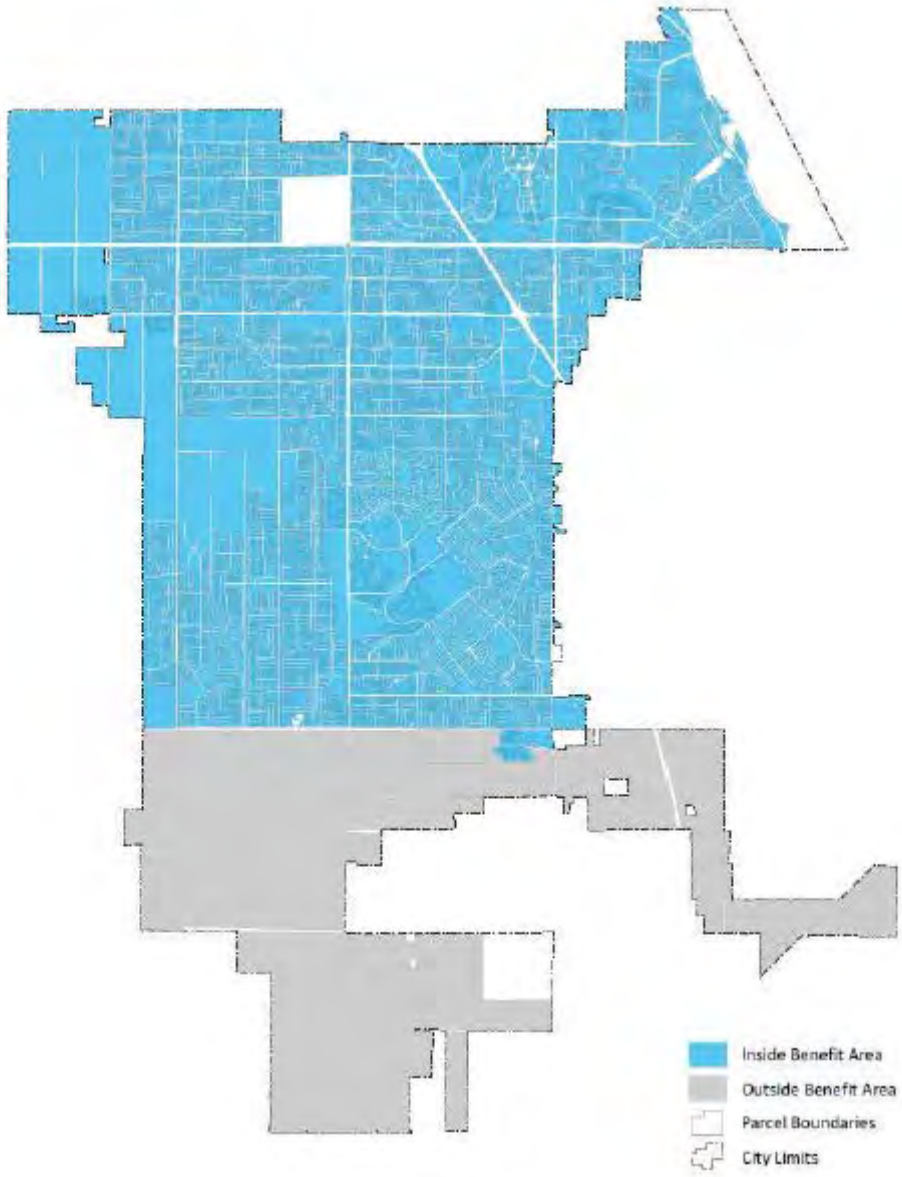
Agricultural Property

Agricultural Property meeting the requirements of Section 193.461, Florida Statutes, shall be exempt from the Stormwater Assessment if the property owner provides appropriate documentation to the City that it has an active National Pollutant Discharge Elimination System permit, environmental resource permit, or works-of-the-district permit or implements best management practices adopted as rules under Chapter 120 by the Department of Environmental Protection, the Department of Agriculture and Consumer Services, or a water management district as part of a statewide or regional program.

APPENDIX C

FORM OF NOTICE TO BE PUBLISHED

To Be Published by May 25, 2017



NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF NON-AD VALOREM ASSESSMENTS AND SERVICE FEES FOR STORMWATER MANAGEMENT SERVICES

The U. S. Environmental Protection Agency through the National Pollution Discharge Elimination System Stormwater permitting program implemented by the Florida Department of Environmental Protection has mandated the City of Palm Bay to implement

and fund a comprehensive Stormwater management program. A dedicated funding source is needed to maintain compliance with these requirements. Accordingly, the City Council of the City of Palm Bay (the "City") will conduct a public hearing to consider the imposition of Stormwater Service Assessments against non-Government Property and Stormwater Service Fees against Government Property in the Stormwater Service Area of the City, as shown above. The hearing will be held at 7:00 p.m., or as soon thereafter as the item can be heard, on June 15, 2017 in the City Council Chambers at 120 Malabar Road SE, Palm Bay, Florida. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City _____ at (321)_____ at least 48 hours prior to the date of the hearing. If hearing impaired, telephone the Florida Relay Service Numbers, _____, for assistance. All affected property owners have a right to appear at the hearing and to file written objections with the City. All written objections must be filed with the Council within twenty (20) days of this notice. Please include your name, parcel number, and the reason you object to the assessment and fee on all written objections. Address all written objections as follows: _____, Palm Bay City Council, 120 Malabar Road SE, Palm Bay, Florida 32907. Any person wishing to appeal any decision of the Council with respect to any matter considered will need a record of the proceedings and may wish to ensure that a verbatim record of the proceedings is made.

The Stormwater Service Assessments and Stormwater Service Fees will fund the City's cost to provide Stormwater Management Services within the Stormwater Service Area. The Stormwater Service Assessments and Stormwater Service Fees are based upon the estimated amount of stormwater runoff generated by both impervious and pervious

surfaces on the property. Impervious surfaces include the roof top, patios, driveways, parking lots, and similar areas. Pervious surfaces include all property within its natural state and all surfaces not considered impervious, with the exception of identified wetlands and submerged lands. The City has developed a formula to measure the expected stormwater runoff from both impervious and pervious surfaces, referred to as the “effective impervious area.” The City has determined that the median single-family residence in the Stormwater Service Area includes 4,693 square feet of effective impervious area, which is defined as the "equivalent residential unit value" or "ERU Value." The annual Stormwater Service Assessment rate for the upcoming Fiscal Year and future Fiscal Years will be $177.13 for each Net ERU on non-Government Property. The annual Stormwater Service Fee rate for the upcoming Fiscal Year and future Fiscal Years will be $177.13 for each Net ERU on Government Property.

The number of ERUs was calculated for single family residential parcels based on the estimated amount of effective impervious area attributable to such parcels as computed using the building footprint attributable to the residence. Generally, for all other parcels the number of ERUs were calculated individually for each parcel of property by dividing the effective impervious area of such parcel by the ERU Value of 4,693 square feet. If a property owner applies and qualifies, credits for privately maintained Stormwater management facilities and other factors affecting the quantity or quality of Stormwater runoff will be applied, resulting in an assignment of Net ERUs. A more specific description is set forth in the Initial Assessment Resolution adopted by the Council on May 4, 2017. Copies of the Initial Assessment Resolution and the preliminary assessment roll are available for inspection at the _____, City Council of Palm Bay, 120 Malabar Road SE,

Palm Bay, Florida 32907. Additional information about the Stormwater Service Assessment and Stormwater Service Fee, including the application for credits, is available at [insert website].

The Stormwater Service Assessment will be collected by the Tax Collector of Brevard County, pursuant to Chapter 197, Florida Statutes, on the tax bill to be mailed in November 2017. Failure to pay the Stormwater Service Assessment will cause a tax certificate to be issued against the assessed property, which may result in a loss of title to your property. The Stormwater Service Fees will be collected through the City's existing utility billing system.

If you have any questions, please contact the _____ at (321)_____.

CITY OF PALM BAY, FLORIDA

APPENDIX D

FORM OF NOTICE TO BE MAILED

PALM BAY, FLORIDA

NOTICE OF PUBLIC HEARING FOR ADOPTION OF STORMWATER SERVICE ASSESSMENTS AND STORMWATER SERVICE FEES

NOTICE DATE: MAY 25, 2017

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

Owner Name
Address
Address
City, State Zip

Parcel ID#: _____
Legal Description: _____
Sequence Number: ____

*******NOTICE TO PROPERTY OWNER*******

Dear Palm Bay Property Owner:

The past decades have brought increased awareness of the detrimental environmental impacts associated with stormwater runoff from properties, including degradation of surface waters, land erosion, flooding and collection of standing water on streets and property. In response to public demand and increased federal regulations imposed by the U. S. Environmental Protection Agency's National Pollution Discharge Elimination System stormwater permitting program as implemented by the Florida Department of Environmental Protection, Palm Bay has been mandated to improve stormwater management services, which require a dedicated funding source for these services by creating a Stormwater assessment and fee program to generate revenues. If implemented by the City, Stormwater Service Assessments shall be imposed against non-Government Property and Stormwater Service Fees shall be imposed against Government Property in the Stormwater Service Area of the City.

Stormwater assessments and fees are based upon the estimated amount of stormwater runoff generated by impervious and pervious surfaces on your property. Impervious surfaces include the rooftop, patios, driveways, parking lots and similar areas. Pervious surfaces consist of all natural lands and other surfaces not considered impervious, but excluding identified wetlands and submerged lands. Both pervious and impervious surfaces contribute to the City's burden of managing stormwater runoff. However, the stormwater runoff potential from impervious surfaces is greater than from pervious surfaces. Based upon a stormwater engineering analysis, the City has developed a formula to measure the expected stormwater runoff from both these impervious and pervious surfaces, referred to as the "effective impervious area."

The City has determined that the median single-family residence in the Stormwater Service Area includes 4,693 square feet of effective impervious area, which is the value of one "equivalent residential unit" or "ERU Value." Single-family residential properties are categorized into one of four ERU tiers based on the estimated amount of effective impervious area associated with each parcel as computed by using the building footprint of the residence. Condominium units are charged generally by calculating the total number of ERUs applicable to the condominium complex as a whole, then dividing that total number of ERUs by the total number of condominium residential units on the property. For general

parcels, such as commercial parcels, the number of ERUs has been calculated individually for each parcel of property by dividing the effective impervious surface area by 4,693 square feet. If you apply and qualify, credit for privately maintained stormwater management facilities and other factors affecting the quantity or quality of stormwater runoff will be applied, as applicable, resulting in the assignment of Net ERUs. Additionally, if you apply and qualify, certain Agricultural Property is granted a credit from payment of Stormwater Service Assessments pursuant to state law. The annual Stormwater Service Assessment rate for Fiscal Year 2017-18 and future Fiscal Years will be $177.13 for each Net ERU. The annual Stormwater Service Fee rate for Fiscal Year 2017-18 and future Fiscal Years will be $177.13 for each Net ERU. It is estimated that the City will collect $11,869,757.00 from the Stormwater Service Assessments and Stormwater Service Fees for Fiscal Year 2017-18.

The above referenced parcel has been assigned the following Net ERUs and assessment amounts:

Number of ERUs	
Annual Stormwater Service Assessment/Fee for FY 17-18 and future Fiscal Years	

The City Council of the City of Palm Bay will hold a public hearing at 7:00 p.m., or as soon thereafter as the item can be heard, on June 15, 2017, in the City Hall Council Chambers located at 120 Malabar Road SE, Palm Bay, Florida. Comments will be received on the proposed Stormwater Service Assessments, including their collection on the ad valorem tax bill, and Stormwater Service Fees. You are invited to attend and participate in the hearing. You may also file written objections with the City within twenty (20) days of the date of this notice. Please include your name, parcel number, and the reason you object to the assessment or fee, as applicable, on all written objections. Objections should be forwarded as follows: _____, City Council of Palm Bay, 120 Malabar Road SE, Palm Bay, Florida 32907. If you decide to appeal any decision made by the Council with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, if you need a special accommodation or an interpreter to participate in this proceeding, please contact the City [NAME] at (321)_____ at least 48 hours prior to the date of the hearing. If hearing impaired, telephone the Florida Relay Service Numbers, _____ (Voice), for assistance.

Because the Stormwater Service Assessment will be collected by the Tax Collector of Brevard County, pursuant to Chapter 197, Florida Statutes, failure to pay the Stormwater Service Assessment will cause a tax certificate to be issued against the assessed property, which may result in a loss of title to your property.

If there is a mistake on this notice it will be corrected. If you have any questions regarding

the number of ERUs assigned to your property or the amount of the Stormwater Service Assessment or Stormwater Service Fee, please contact the _____ by telephone at (321)_____.

If you believe you may qualify for a mitigation credit for a privately maintained stormwater management facility or you believe your Agricultural Property is entitled to a full credit from the Stormwater Service Assessment or Stormwater Service Fee, please contact the _____ at (321)_____ or go to [add website '- ?] to file a credit application.

*******THIS IS NOT A BILL*******

The City of Palm Bay Florida

LEGISLATIVE MEMORANDUM

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

FROM: **Gregg Lynk, City Manager**

DATE: **May 4, 2017**

RE: **FY 2014-2015 and 2015-2016 CDBG/HOME ACTION PLANS**

Please find attached the proposed substantial amendment to the CDBG/Home Action Plans. An extensive report is provided by our third party administrator, Mullin and Lonergan Associates, Inc.

This amendment allows for the funding of various capital projects, including Parks and Recreation facilities.

REQUESTING DEPARTMENT:
Growth Management

FISCAL IMPACT:
$1,440,321.03 in Federal Grant funding.

RECOMMENDATION:
Motion to approve Resolution to amend FY 2014-2015 and 2015-2016 CDBG/Home Action Plans.

Attachment:
1) Resolution
2) Mullin and Lonergan Associates, Inc. Memo

SB/cp/ab

MULLIN & LONERGAN ASSOCIATES INCORPORATED

MEMORANDUM

TO: Stuart Buchanan Growth Management Director

FROM: Karen Parish, Senior Project Manager

DATE: APRIL 20, 2017

RE: Resolution amending FY 2014-2015 and 2015-2016 CDBG ACTION PLANS

Council approved by voice vote the FY 2014- 2015 and 2015-2016 Community Development Action Plan on April 17, 2014 and April 14, 2015, respectively. The Action Plan is the document that identifies how federal CDBG funds are spent in the community and is the basis for the federal authorization to use grant funds.

Beginning in FY 2015, HUD has moved to Grant Based Accounting, the result of which is that any funds remaining from prior years is considered to be FY 2014 funds. Funds must be spent from the grant year in which they are allocated.

The City approved a Substantial Amendment to the FY 2015 program year on October 6, 2015. This amendment moved funds to a variety of parks projects. However, FY 2014 funds were used to pay for these and they must be moved to FY 2014.

The City has remaining funds from prior years that must be allocated due to cancelled projects and projects completed under budget. The funds available equal $846,566.79. In addition, the FY 2016 Public Facility line item must be allocated to specific activities. This project was funded for $468,623.70. The City had program income from prior years totaling $27,802.27. These sums total $1,342,992.76. Creating or canceling activities is considered a Substantial Amendment under the City's Citizen Participation Plan and was duly advertised on March17, 2017 and a public hearing was held April 5, 2017.

Fiscal impact:

Cancel projects:

FY 2013 –

Lynbrook Park ADA	$ 52,000.00
Liberty Park ADA	$ 88,000.00

FY 2014 –

Nana's House	$ 14,469.00
Bianca Dr sidewalk ADA	$ 50,000.00
Daytona Dr. Sidewalk ADA	$ 50,000.00
Port Malabar Sidewalk	$ 70,000.00
Helping Seniors of Brevard Co.	$ 14,469.00

FY 2015-

Unit 42 Flood drainage	$ 210,000.00
Malabar Rd Sidewalk	$ 95,000.00
PB Colony Lot Line Pipe Replacement	$ 72,000.00
Bus shelter	$ 50,000.00

Reduce project budget due to completion:

	Allocation	Funds remaining
Veterans Park Phase III (2013)	$ 125,000.00	$ 56,027.63
Driskell Park	$ 20,000.00	$ 2,869.95
West Oaks	$ 20,000.00	$ 11,976.60
Veterans park	$ 77,000.00	$ (15,910.56)
Fred Lee Park	$ 91,000.00	$ 15,909.84
Rivera Park	$ 25,000.00	$ 12,948.85
Lynnbrook Park	$ 13,000.00	$ 4,976.10

Additional funds available:

Unallocated 2016 Public Facilities	$ 468,623.70
Program Income	$ 27,802.27
Return funds ineligible project	$ 35,075.00
Unallocated prior year funds	$ 908,820.06

TOTAL SUM OF FUNDS AVAILABLE: $1,440,321.03

USES OF FUNDS

The FY 2016 grant award was held by HUD pending resolution of several matters concerning reporting and allocation of funds. In order to proceed with commitments to Grandparents Raising Grandchildren, Inc. and the County-wide Fair Housing contract, the City utilized Program Income funds to make these commitments.

Grandparents Raising Grandchildren	$ 10,698.30
Fair Housing	$ 4,000.00
TOTAL	$ 14,690.40

ADDITIONAL FUNDING REQUESTED:

City Park Improvement Projects - Total $1,140,321.03

Project	Amount Requested	Fiscal year of Funding
EXTEXIOR IMPROVEMENTS @ TRCC	$213,321.03	Pre-2015 $5,716.30 FY 2015 $188,981.03 FY 2016 $18,623.70
INTERIOR IMPROVEMENTS/MEETING ROOMS A & B PLUS RAQUETBALL COURT CONVERSION @ TRCC-	$150,000.00	FY 2016
SKATE PARK EQUIPMENT @ TRCC	$250,000.00	FY 2015
IMPROVEMENTS AT THE GREATER PALM BAY SENIOR CENTER	$217,000.00	Pre-2015
LIGHT POLE(S) @ KNECHT PARK JUNIOR BASEBALL FIELD – 2017	$100,000.00	Pre-2015
CONSTRUCTION OF RESTROOM FACILITIES AT ARC	$70,000.00	Pre-2015

RESURFACING (2) BASKETBALL COURTS AND (1) TENNIS COURT @ DRISKELL PARK	$40,000.00	Pre-2015
RESURFACING TENNIS (4) AND BASKETBALL (2) COURTS @ WEST OAKS PARK	$70,000.00	Pre-2015
RESURFACING BASKETBALL COURT @ KNECHT PARK	$15,000.00	Pre-2015
CONSTRUCTION OF 4 DUGOUTS @ KNECHT PARK	$10,000.00	Pre-2015
ADDING PLAYGROUND EQUIPMENT (SWINGS) @ WEST OAKS PARK	$5,000.00	Pre-2015

The City will also undertake an infrastructure project to facilitate the construction of new affordable housing by Habitat for Humanity. The project will be located in the Driskell Heights area at 2155 NE Williams Street. $300,000

In addition to the above budget adjustment, the City must move the parks projects funded by modification in FY 2015 to FY2014. This changes is necessitated because HUD moved to a Grant Based Accounting system and the vouchers for these projects were paid from available pre-2015 funding.

HOME Funds

The City has a total of $497,102.37 in HOME funds available from the HOME Consortium from 2014 to 2016 allocations. These funds are allocated based on Federal HOME requirements for set asides for Community Housing Development Organizations and Administration. In addition, there is $99,464.12 in program income available to commit to projects.

The allocation plan is as follows:

Program Administration	$	29,029.00
CHDO	$	88,368.00
New Construction	$	215,535.88
Program Income	$	99,464.12
DAP	$	64,705.37

The City will allocate the CHDO Funds to developments in the cities of Melbourne and Cocoa since there are no eligible CHDO activities in the City.

The New Construction and Program Income will be used by Habitat for Humanity of Brevard County to construct new homes on parcels that they own in the City of Palm Bay. Units will be located at:

- 848 Abeto St. NE
- 968 Vangi Lane
- 1327 NW Jupiter Blvd

The City will contract with Community Housing Initiatives (CHI) to administer the Down-payment Assistance Program.

RESOLUTION NO. 2017-16

A RESOLUTION OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE FISCAL YEAR 2016 COMMUNITY DEVELOPMENT BLOCK GRANT ACTION PLAN AND EARLIER PLANS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Palm Bay is an entitlement community for the Community Development Block Grant (CDBG) program and receives an annual allocation of funding each year from the U. S. Department of Housing and Urban Development (HUD), and

WHEREAS, The City of Palm Bay is a member of the Brevard County HOME Consortium which also receives an entitlement allocation of HOME funds from HUD a part of which is allocated to Palm Bay for housing activities in the City, and

WHEREAS, The City of Palm Bay wishes to cancel certain CDBG activities in the FY 2014 and 2015 program and utilize these and other funds that remain from completed activities in prior program years for new activities. Further, the FY 2016 line item for public facilities in the 2016 Action Plan must be allocated to a specific activity to receive the approval of HUD, and

WHEREAS, the HOME allocation to Palm Bay includes funds remaining from FY 2014, 2015 and 2016 which must be allocated to specific activities, and

WHEREAS, the City of Palm Bay desires to amend the Action Plans for FY 2014 (including prior years); FY 2015 and FY 2016.

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

SECTION 1. The Action Plans for FY 2014, 2015 and 2016 are hereby amended to incorporate $1,440,321.03 in unallocated Community Development Block Grant funds to be used as shown in the attached memorandum.

SECTION 2. The HOME allocation for funding various projects as shown on the attached memorandum are approved.

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

This resolution was duly enacted at Meeting No. 2017- , of the City Council of the City of Palm Bay, Brevard County, Florida, held on , 2017.

_____
William Capote, MAYOR

ATTEST:

_____
Terese M. Jones, CITY CLERK

Office of the City Attorney

Legislative Memorandum

TO: Honorable Mayor & Members of the City Council

FROM: Andrew P. Lannon, Esq., B.C.S., City Attorney Andrew P. Lannon

SUBJECT: Sign Code

DATE: April 11, 2017

Since 2011, the City Attorney's Office has been working to amend Palm Bay's sign code codified in Chapter 178, Palm Bay Code of Ordinances. During that time, we have had several workshops with Council, including a joint meeting with the Planning and Zoning Board and the City Council. Each member of Council provided us with his input on what type(s) of signs would be allowed and the location(s) permitted for each type of sign.

In the interim, on June 18, 2015, the United States Supreme Court decided Reed v. Town of Gilbert, Ariz., 135 S.Ct. 2218 (2015). In Reed, the Court held that a proper sign code is one which regulates aspects of signs that have nothing to do with the sign's message or content, to wit: (1) size; (2) building materials; (3) lighting; (4) moving or stationary parts; (5) portability; etc. Id. at 2232. A proper sign code can even prohibit signs provided it does so in an even-handed, content-neutral manner. Id.

The sign code proposed for Council's consideration and adoption complies with the decision in Reed. As always, if you have any questions or concerns, please call me on my cell phone.

cc: Gregg Lynk, City Manager
Terese Jones, City Clerk

ORDINANCE NO. 2017-38

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, TITLE XVII, LAND DEVELOPMENT CODE, CHAPTER 178, SIGNS, BY REPEALING THE CHAPTER IN ITS ENTIRETY; PROVIDING FOR THE REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR THE DELETION FROM THE CITY OF PALM BAY CODE OF ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. The City of Palm Bay Code of Ordinances, Title XVII, Land Development Code, Chapter 178, Signs, is hereby repealed in its entirety:

"~~CHAPTER 178: SIGNS~~

~~§ 178.01 TITLE.~~

~~This chapter shall be known and may be cited as the "Sign Ordinance of the city of Palm Bay, Florida."~~

~~§ 178.02 STATEMENT OF PURPOSE.~~

~~The purpose of this chapter is to:~~

~~(A) Create regulations for the design, construction, and location of signs to protect the public safety and welfare;~~

~~(B) Preserve the unique planned character and the natural and scenic environment of the community which affect growth and the economy of the city;~~

~~(C) Provide ample opportunity for business advertisement while preventing excessive, dangerous, and unsightly signs; also to provide ample opportunity for noncommercial copy in lieu of commercial or other copy;~~

~~(D) Prevent clutter among sign displays which would distract vehicle operators or place excessive demands on public attention and have a detrimental effect on the character and appearance of the residential, commercial, and industrial areas of the city;~~

~~(E) To provide for adequate maintenance and inspection and reasonably assist potential customers in locating and identifying services, facilities, and products offered within the city.~~

~~§ 178.03 SCOPE.~~

~~This chapter is intended to cover all requirements relative to the types, sizes, heights, verbal content, permissible locations, restrictions, permits and licenses, inspections, identification, materials of manufacture and/or construction, methods of erection, maintenance, procedure for requesting variances, and penalties for violation of the provisions prescribed herein for all signs placed, installed, repaired, altered, replaced and/or erected within the limits of the city which are exposed to the out-of-doors view of the public.~~

~~§ 178.04 ADMINISTRATOR.~~

~~The Building Official shall act as administrator of the provisions of this chapter, acting in lieu of the governing body. As used in this chapter, "administrator" shall include his authorized representative.~~

~~§ 178.05 DEFINITIONS.~~

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

~~***ERECT.*** Build, construct, attach, hang, place, suspend or affix, and shall include the painting of wall signs.~~

~~***EXEMPT SIGNS.*** Those signs exempted from normal permit requirements.~~

~~***GOVERNMENTAL BODY.*** The city, county, state or government of the United States, and any branch, agency, board or department thereof.~~

~~***HEIGHT.*** The vertical distance between the uppermost portion of a sign and ground level.~~

~~***INDUSTRIAL PARK.*** A tract of industrially owned land, five (5) acres or greater, that has been planned and developed as an integrated facility for five (5) or more individual industrial uses.~~

~~***MINOR STREET.*** A street designed primarily to provide vehicular access to abutting property and not to serve through traffic.~~

~~***MODEL.*** A finished, residential dwelling unit, including mobile home units and units in a multifamily structure located in a residentially zoned district, and utilized as an example of other units of similar design offered for sale.~~

~~***NONCONFORMING SIGN.*** Any sign that was lawfully erected and maintained prior to such time as it came within the purview of this chapter and amendments thereto, and which fails to conform to applicable regulations and restrictions of this chapter.~~

~~***OWNER.*** The person owning the fee simple title to the property upon which a sign is located for which a permit is required.~~

~~***PERMITTEE.*** The person in possession or having the beneficial use of property upon which a sign is located for which a permit is required.~~

~~***PERSON.*** Any individual, firm, partnership, association, corporation or other legal entity.~~

~~***PLACEMENT.*** The location that a sign occupies on a lot or building.~~

~~***PREMISES.*** A lot or parcel of land or combination of contiguous lots or parcels under single ownership.~~

~~***PUBLIC*** or ***PRIVATE WAY.*** Any public or private thoroughfare utilized for vehicular or pedestrian traffic.~~

~~***REGISTERED ENGINEER.*** An engineer registered in the state who is in good standing with the Florida State Board of Engineering Examiners.~~

~~***REPLACE.*** Rebuild, enlarge or change in size, structure or lettering other than repainting, or repair to electrical apparatus.~~

~~***SHOPPING CENTER.*** A group of five (5) or more commercial establishments planned, constructed and managed as a unified entity and having at least six hundred (600) linear feet of street frontage on a single street, other than a minor street.~~

~~***SIGN.***~~

~~(1) Any letter, figure, character, mark, plane, point, marquee sign, design, poster, pictorial, picture, stroke, stripe, line, trademark, reading matter or illuminated surface, which shall be so constructed, placed, attached, painted, erected, fastened or manufactured in any manner whatsoever, so that the same shall be used to advertise, draw the attention of the public to, or promote the interests of any person to a product, use, facility, service, activity or entertainment, person, event, institution or business, which is displayed in any manner whatsoever out-of-doors. ***SIGN*** includes the following defined classes of signs:~~

~~(a) ***ANIMATED SIGN.*** Any sign with physical action or motion, or giving the appearance thereof, through the use of illumination wind or other mechanical means. Animated signs shall include flashing or oscillating signs and swinging signs, and shall exclude electronic message centers, electronics adjustable alteration displays, and time or temperature units.~~

~~(b) ***BANNER SIGN.*** Any sign intended to be hung either with or without frames, possessing characters, letters, illustrations or ornamentations applied to paper, plastic or fabric of any kind, and shall include flags, streamers, ribbons, balloons or other gas-filled figures, and pennants.~~

~~(c) ***BEACON LIGHT.*** Any light with one (1) or more beams, capable of being directed in any direction or directions, or capable of being revolved automatically, or capable of having any part thereof revolve automatically, or a fixed flashing high intensity light.~~

~~(d) ***DETACHED SIGN.*** Any rigidly assembled, free-standing sign, display or device permanently affixed to the ground or permanently attached to a building by uprights, braces or other inherently permanent structure. Any sign attached to a flat surface, except a wall as defined herein, such as a fence or wall not a part of a principal building, shall be considered a detached sign.~~

~~(e) ***FLASHING SIGN.*** Any sign on which all or any portion of the electrical lighting device(s) on such signs go on and off at alternate intervals. Any revolving, illuminated sign shall be considered a flashing sign for purposes of this chapter.~~

~~(f) ***INTERCHANGE DISTRICT SIGN.*** A detached accessory sign located at developed commercial and industrial properties that are within one-half (½) mile from an interstate interchange.~~

~~(g) ***MARQUEE.*** Any sign of fire resistant cloth, plastic or metal attached to, or projecting from a building over any private thoroughfare or pedestrian way, irrespective of the capability of such sign to be raised or lowered to a position flat against a wall.~~

~~(h) ***PORTABLE*** and/or ***MOBILE SIGN.*** Any sign that may be hauled or towed from one (1) location to another, is self-supporting and, when placed, is not permanently attached to the ground or a building.~~

~~(i) ***PROJECTING SIGN.*** Any sign that is affixed to any building, wall or structure and extends more than twelve (12) inches beyond such building, wall or structure. For purpose of this chapter only, the term "projecting sign" shall include a marquee.~~

~~(j) ***ROOF SIGN.*** Any sign that extends above the highest point of the building on which the sign is located. For the purposes of determining the highest point of any building, spires, chimneys, aerials, cupolas, tanks, air conditioning and ventilation systems shall not be included.~~

~~(k) ***SNIPE SIGN.*** Any nonpermanent sign of any material that is attached in any way to a utility pole, tree, fence post or similar object or inserted in the ground.~~

~~(l) ***WALL SIGN.*** Any sign that is affixed to and is approximately parallel to the wall of any principal structure and does not extend more than twelve (12) inches beyond such structure.~~

~~(2) Miscellaneous provisions. The following provision shall relate to the sign classes set forth above and to the sign types listed in ***SIGN TYPE***below.~~

~~(a) ***DIRECTLY ILLUMINATED SIGN.*** Any sign that does not produce artificial light from within itself but which is opaque and backlighted or illuminated by spotlights or floodlights.~~

~~(b) ***DOUBLE-FACED SIGN.*** Any sign with two (2) parallel or nearly parallel faces located back to back and not more than twenty-four (24) inches apart.~~

~~(c) ***INDIRECTLY ILLUMINATED SIGN.*** Any sign that emits artificial light from within the sign by shining through a translucent surface.~~

~~(d) ***SIGN STRUCTURE.*** Any construction designed to support or to provide a surface for a sign, including any marquee, awning, canopy or clock.~~

~~(e) ***SIGN UNIT.*** Any display and/or display device containing elements organized, related and/or composed to form a single unit. Where the display of any elements is in a random manner without any organized relationship of elements, each element shall be considered a separate sign. A double-faced sign shall be considered a single sign.~~

~~***SIGN AREA.*** The surface area in square feet within any regular geometric figure or combination of figures encompassing all parts of a sign, including the outer extremities of all letters, figures, characters. background, frame, trim, molding, but excluding structural supports whether they be columns, pylons, or a building or part thereof unless the sign is printed directly on the wall of such structure.~~

~~***SIGN CONTENT.*** Any language, wording or expression not related to the economic interests of the speaker and its audience, such speech generally considered to be ideological, political or of a public interest nature.~~

~~***SIGN ERECTOR*** or ***CONTRACTOR.*** Any person engaged in the construction, reconstruction or erection of any sign requiring structural framework and support, using electrical power or requiring a scaffold for erection or application.~~

~~***SIGN TYPE.***~~

~~(1) Any one (1) of various signs differentiated by their purpose, and for purposes of this chapter are limited to the following:~~

~~(a) ***ACCESSORY SIGN.*** Any sign relating only to the use of the premises on which the sign is located or products sold or services offered on the premises on which the sign is located, or indicating the name and address of a building or the occupants or management of a building on the premises where the sign is located.~~

~~(b) ***CONSTRUCTION SIGN.*** Any temporary sign erected between the time of issuance of a building permit and the issuance of a certificate of occupancy and located on the premises where construction is taking place, indicating the description of the project, the names and telephone numbers of the architects,~~

~~engineers, landscape architects, contractors or similar artisans, and the owners, financial supporters, sponsors and similar persons having a role or interest in the structure or project.~~

~~(c) ***DIRECTIONAL SIGN.*** Any sign used for direction of vehicular or pedestrian traffic. Such sign shall contain no advertising or commercial identification of any product or service.~~

~~(d) ***DIRECTORY SIGN.*** Any sign that states the name and/or occupation of the occupants of a structure or gives the use of the structure, including office building directories, church directories and apartment house directories.~~

~~(e) ***FUTURE IMPROVEMENT SIGN.*** Any temporary sign which describes proposed development to take place on site.~~

~~(f) ***INDUSTRIAL PARK SIGN.*** Any sign located at an industrial park which identifies the name, address and/or management of the industrial park.~~

~~(g) ***OFF-PREMISES SIGN.*** Any sign utilized for advertising or to otherwise draw attention to a product, use, facility, service, activity or entertainment, event, person, institution or business not available or furnished on the premises on which a sign is located.~~

~~(h) ***REAL ESTATE SIGN.*** Any sign used solely for the purpose of offering the sale or lease of the premises and/or building on which the sign is located.~~

~~(i) ***SHOPPING CENTER SIGN.*** Any sign located at a shopping center which identifies the name, address and/or management of the shopping center.~~

~~(j) ***SUBDIVISION SIGN.*** Any sign designed as a permanent structure to identify a subdivision or neighborhood, mobile home park, townhouse, or other planned residential development as defined by the zoning regulations, set forth in Chapter 185 of this code of ordinances, where such signs are not used for development or promotional purposes.~~

~~***TENANT.*** Any person who has the temporary use and occupancy of real property owned by another, with the duration and term of such tenancy fixed by written instrument or law. The term "tenant" shall not include a family residing in the same structure; "family" shall include a husband and wife and all relatives of both the husband and wife of the first degree.~~

~~***WALL.*** The surface of the exterior of a principal building exposed to the public view within a single plane.~~

~~***ZONING DISTRICT.*** The various zoning districts as established and described in the zoning regulations set forth in Chapter 185 of this code of ordinances.~~

~~§ 178.06 PERMITS AND INSPECTIONS.~~

~~(A) *Permits required.* Except as otherwise provided in the provisions of this chapter, it shall be unlawful for any person to erect, construct, enlarge, move or make structural alterations or repairs to any sign within the city or cause the same to be done without first obtaining a sign permit for each such sign from the Building Official as required by this chapter. These directives shall not be construed to require any permit for a change of copy on a sign, nor for repainting, cleaning, and other normal maintenance. No new permit is required for signs which have permits and which conform to the requirements of this chapter on the date of its adoption. A new permit shall be required for any sign when the structural configuration or electrical components are altered or added or when the sign is relocated.~~

~~(B) *Issuance of permit.*~~

~~(1) When an application for a permit for the erection, alteration or relocation of a sign has been properly made, in accordance with the Standard Building Code adopted in Chapter 170 of this code of ordinances, and the sign complies with the provisions of this chapter and all other applicable ordinances and regulations of the city and upon payment of permit fees, the Building Official shall issue the requested permit.~~

~~(2) A separate electrical permit shall be required for any sign containing electrical components to be connected to an electrical energy source. If the work authorized under an erection permit has not been completed within six (6) months after date of issuance, the permit shall become null and void. No sign permit shall be issued without the written consent of the property owner.~~

~~(C) *Revocation of permit.* The Building Official is authorized and empowered to revoke any permit issued by him for failure of the permittee to comply with any of the provisions of this chapter. Such revocation shall be in writing and shall show cause for the revocation notice.~~

~~(D) *Permit fees.* Permit fees for the erection, alteration, or relocation of a sign, exclusive of any costs for any electrical permit, shall be as established by resolution pursuant to § 169.004.~~

~~(1) Inspection fee.~~

~~(a) An inspection fee shall be charged and computed as established by resolution pursuant to § 169.004.~~

~~(b) For the purpose of determining the sign permit fee, sign valuation shall be determined by the Building Official.~~

~~(2) Work commenced before acquiring permit. Where work for which a permit is required by the sign ordinance of the city is started or proceeded with prior to obtaining the permit, the fees herein specified shall be doubled, but the payment of such double fee shall not relieve any persons from fully complying with the requirements of~~

~~this code and any other applicable regulations of the city in the execution of the work nor from any other penalties prescribed herein.~~

~~(3) Plan-checking fees.~~

~~(a) A plan-checking fee shall be paid to the Building Official at the time of the submission of the plans and specifications for checking. The plan-checking fee shall be as established by resolution pursuant to § 169.004.~~

~~(b) After the third revision, there shall be a plan-checking fee as established by resolution pursuant to § 169.004, payable at the time of submission.~~

~~(4) Failure to call for final inspection. There shall be assessed a fee as established by resolution pursuant to § 169.004 for failure to call for a final inspection.~~

~~(5) Change of contractor. There shall be assessed a fee as established by resolution pursuant to § 169.004 for each and every change of contractor.~~

~~(6) Refunds. Permit fees will be refunded provided no inspections have been performed by the Building Division. Refunds will be determined as established by resolution pursuant to § 169.004.~~

~~(E) *Inspections.* Signs for which permits have been issued shall be inspected during and at completion of construction and at such times as deemed necessary by the Building Official. Authority for and time of such inspections shall be as follows:~~

~~(1) Inspection by Building Official. The Building Official is empowered to enter or inspect any building, structure or premises in the city upon which or in connection with which a sign, as defined by this chapter, is located, for the purpose of inspection of the sign, its structural details and electrical connections, and to ensure compliance with the provisions of this chapter. Such inspections shall be carried out during business hours, unless an emergency exists. When the inspection reveals repair or maintenance is needed, the owner shall be notified in writing. The owner shall have ten (10) days to make the repair or remove the sign.~~

~~(2) Construction inspections. The person constructing, erecting or relocating a sign for which a permit is required shall notify the Building Official at all stages of construction that require inspection and approval by the Building Department. The requirements for such inspections are as follows:~~

~~(a) A footing inspection for all detached signs shall be required.~~

~~(b) A final structural inspection shall be required at completion of the work on all types of signs.~~

~~(c) A final electrical inspection shall be required on all signs containing electrical components and wiring to be connected to an electrical energy source.~~

~~§ 178.07 CONFORMANCE REQUIRED; COMPENSATION.~~

~~(A) (1) Nonconforming signs for which a certificate of nonconformity has been issued shall be removed by the owner or altered to conform to this chapter by October 1, 1986, except the signs with a structure value of greater than one thousand dollars ($1,000.00) shall be removed by the owner or altered to conform to this chapter as follows:~~

~~(a) $1,000.00 – $1,999.99, before October 1, 1987;~~

~~(b) $2,000.00 – $2,999.99, before October 1, 1988;~~

~~(c) $3,000.00 – $3,999.99, before October 1, 1989;~~

~~(d) $4,000.00 or greater, before October 1, 1990.~~

~~(2) For purposes of this section only, ***STRUCTURE VALUE*** shall mean the actual costs of materials used in constructing a sign, less depreciation, on the date this chapter took effect.~~

~~(B) All persons owning signs within the city that do not conform to this chapter shall, by October 1, 1985, apply for a certificate of nonconformity. In applying for such certificate, the owner or permittee shall state in what manner the sign does not conform, its age, and the structure value for that sign including documentation to authenticate such structure value; otherwise, the sign will presumptively be subject to removal after October 1, 1985. The certificate of nonconformity shall contain such information and the date upon which the sign must be altered to conform to this chapter. A certificate number shall be issued which shall be attached to the sign in the same manner as required for sign permit number. Such signs shall not be enlarged upon, expanded, extended, or structurally altered or repaired beyond fifty percent (50%) of the structural value, nor be used as grounds or adding or enlarging other signs not permitted in the district here such signs are located; except to bring such signs into conformity with those regulations governing signs permitted in the district where such signs are located.~~

~~(C) Any sign which meets the criteria for the issuance of a certificate of nonconformity, but for which no certificate of nonconformity has been filed, shall, after October 1, 1985, be deemed a nuisance and shall be removed pursuant to the provisions set forth in § 178.08(C).~~

~~(D) Compensation shall be paid upon the removal of all nonconforming signs as required pursuant to F.S. § 479.15(2), and in accordance with F.S. § 479.24, as follows:~~

~~(1) (a) Signs located along any portion of the interstate or federal aid primary highway system whose subject matter relates to premises other than the premises on which it is located or to merchandise, services, activities or entertainment not sold, produced, manufactured or furnished on the premises on which the sign is located.~~

~~(b) Compensation shall not be paid for any sign that meets the criteria of F.S. § 479.16.~~

~~(2) Timing of compensation.~~

~~(a) At such time as the applicable amortization period ends, the city shall determine the appropriate compensation due a sign owner, together with the cost of removing such sign. If the city has sufficient funds to pay compensation, the Administrator shall cause the owner of the sign to be notified in writing by certified mail, return receipt requested, of the city's offer of compensation. If the owner accepts the proposed compensation, he shall do so in writing and shall have thirty (30) days in which to remove such sign. If the owner removes the sign within the thirty (30) day period, the city shall disburse the funds to the owner within thirty (30) days of receipt of a notice from the owner that the sign has been removed.~~

~~(b) If at the end of the amortization period, the city's proposed compensation is refused or no response thereto is received, the city shall proceed pursuant to F.S. Ch. 73 and Ch. 74, in the event sufficient funds are available.~~

~~(E) It is presumed that a party erecting a sign after December 23, 1981, did so with the knowledge of existing federal and state legislation and the pendency of this chapter. The measure of damages on condemnation of any sign shall be limited to those amounts provided in division (D) above.~~

~~(F) The Administrator shall notify the Department of Transportation of the state of the location, owner and prospective date of removal of all signs located adjacent to the federal interstate or state primary highway systems within the city. The Administrator shall request the Department to determine the date each sign was constructed, whether any such signs are operating without valid state permits, and if such signs do not have valid permits, request their removal under F.S. § 479.17. In the event the city wishes to have a sign removed after the prospective date of removal, the city shall notify the Department of its desire to have a sign removed and request the Department to remove such sign. If the city has sufficient funds to compensate the owner of the sign, it shall notify the Department of such facts and demand removal of the sign. If the department fails to exercise its duties under F.S.§ 479.15(3), after such notification, the city may seek to compel the Department to remove the sign by judicial recourse.~~

~~§ 178.08 ABANDONED, HAZARDOUS AND NUISANCE SIGNS.~~

~~(A) *Abandoned signs.* It shall be unlawful for any permittee or owner of a sign to fail or refuse to remove any sign within ten (10) days of service of written notice from the Building Official, which sign advertises a business or product which has not been conducted or sold for more than six (6) consecutive months prior to the date of the notice.~~

~~(B) *Hazardous signs.* The Building Official shall refuse to issue permit for any sign which will constitute a hazard and a potential menace to the safety of the public and may require the removal of any sign which is not properly maintained or which otherwise shows signs of neglect or which is or will become unsafe and constitute a hazard to the~~

~~safety of the public. It shall be unlawful for any permittee or owner to continue to display any sign that constitutes a hazard after forty-eight (48) hours from the time of notice by the Building Official requesting the removal of such sign, unless within that time, the permittee or owner shall have filed with the Building Official notice of his intention to appeal his decision to the Board of Adjustment and Appeals. Any such sign displayed more than forty-eight (48) hours after notice to remove the sign shall be removed by the city at the expense of the permittee or owner unless the matter is pending an appeal to the Board of Adjustment and Appeals or unless the decision of the Building Official has been reversed by the Board of Adjustment and Appeals.~~

~~(C) *Nuisance signs.* Any sign presently existing within the limits of the city, which was erected, placed, or altered without a valid permit issued by the city or any sign for which the permit has expired is declared to be a nuisance. The Administrator shall issue notices to both the property owner and to those persons maintaining and/or owning such signs, giving such persons ten (10) days to dismantle and remove signs or take action to make such sign unlawful.~~

~~§ 178.09 EXEMPTED SIGNS.~~

~~Signs of the following categories and the listed operations pertaining to signs shall not require the issuance of a sign permit provided such signs and operations conform with all other building, structural and electrical standards and regulations of the city, together with the regulations provided herein.~~

~~(A) *Maintenance and copy change.*~~

~~(1) Painting, repainting, cleaning or other normal maintenance and repair not involving structural changes.~~

~~(2) Changing the advertising copy of a message on an existing approved painted sign, marquee, changeable copy sign or a similar approved sign whether electrical, illuminated, electronic changing message center or non-illuminated painted message which are all specifically designed for the use of replaceable copy.~~

~~(B) *Governmental signs.* Signs for control of traffic and other regulatory purposes, street signs, danger signs, railroad crossing signs and public service companies indicating danger and aids to service or safety which are erected by or on the order of a public officer in the performance of his public duty and any legal notices, identification, informational or directional signs erected or required by governmental bodies.~~

~~(C) *Holiday signs.* Signs of a primarily decorative nature, clearly incidental and customary and commonly associated with any national, local or religious holiday, provided that such signs shall be displayed for a period of not more than forty-five (45) consecutive days nor more than sixty (60) days in any one (1) year. Such signs may be of any type, number, area, height, illumination or animation, and shall be set back ten (10) feet from all boundary lines of the lot on which displayed.~~

~~(D) *Occupant signs.* Signs denoting only the name, address and profession of an occupant in a professional, a commercial, or a public institutional building, or the name and address of the occupant in a residential building, not exceeding two (2) square feet in area.~~

~~(E) *No trespassing or no dumping signs.* No trespassing or no dumping signs not to exceed one and one-half (1½) square feet in area per sign and not exceeding two (2) signs per one hundred (100) feet of street frontage.~~

~~(F) *Political or campaign signs.* Political or campaign signs are signs that advertise on behalf of candidates for public offices or referendum issues and are permitted within the city subject to the following regulations:~~

~~(1) All candidates and political action committees (PAC) erecting signs within the city shall register with the Office of the City Clerk;~~

~~(2) All political or campaign signs shall be removed within seven working days after an election in which a candidate is either elected or not, or a referendum issue decided;~~

~~(3) Only one (1) stationary sign per candidate or referendum issue shall be erected on any one (1) parcel of land; except should there be more than one (1) tenant, each tenant shall be permitted one (1) sign per candidate or per issue.~~

~~(4) No political or campaign sign shall exceed sixteen (16) square feet in aggregate area and if detached, shall not be erected in such a manner as to constitute a roof sign. A double-faced (back-to-back) sign or a V-shaped sign attached at one (1) end shall be considered one (1) sign. The angle spread on V-shaped signs shall not exceed two (2) feet. No prohibited signs, as listed in § 178.10, shall be permitted. Notwithstanding the provisions of this division (4), a sign may be placed upon any legally existing private sign structure, but only with permission of the individual who has property rights of such sign.~~

~~(5) No political or campaign sign shall be located on utility poles, regulatory signs or their posts, public properties, or in, on, or over the public state, county, or city rights-of-way or easements. No political or campaign sign shall obstruct, impede, or otherwise create a hazardous condition for the safe and normal flow of pedestrian or motor vehicle traffic.~~

~~(6) No political or campaign sign shall be placed on any tree, fence post, or any other structure (unless such structure is specifically constructed for the placement of a sign) located on private property. In case of violation, the candidate or PAC shall be notified by certified mail to remove the sign and be given twenty-four (24) hours from receipt of such notice to correct the violation. If the sign is not removed within the specified time frame, the violation shall be reported to the code enforcement section for further action. No political or campaign sign shall be placed or erected on private property without the consent of the property owner.~~

~~(7) The city shall have the authority to immediately remove any political or campaign sign found to be displayed, located or erected on public property, public easements or public rights-of-way in violation of the provisions of this section. No notice is required to be given by the city to the candidate or PAC of such removal.~~

~~(G) *Real estate and construction signs not exceeding six (6) square feet.* Real estate and construction signs may be erected upon any building, lot or parcel of land according to the following:~~

~~(1) The maximum number of signs shall not exceed one (1) sign for each street frontage and may be either a detached or wall sign.~~

~~(2) Sign area shall not exceed six (6) square feet.~~

~~(3) Detached signs shall not exceed six (6) feet in height; wall signs shall not exceed ten (10) feet in height.~~

~~(4) No sign shall be illuminated and shall be placed at least ten (10) feet from the front lot line and twenty-five (25) feet from any other lot line.~~

~~(5) Any real estate sign that indicates the premises have been sold or leased shall be removed within thirty (30) days following the date of sale or lease.~~

~~(6) Construction signs shall be erected only between the time of issuance of a building permit and the issuance of a certificate of occupancy.~~

~~(H) *Model home signs.* One (1) model home or open house sign may be erected in conjunction with premises that are available for inspection by prospective buyers in accordance with the standards of division (G) above.~~

~~(I) *Signs in display window.* Temporary signs in a display window of a business that are incorporated with a display of merchandise or a display relating to services offered. For the purpose of this chapter, all permanent window signs shall be considered as wall signs and shall meet the requirements of § 178.12.~~

~~(J) *Symbols or insignia.* Religious symbols, commemorative plaques of recognized historical agencies, or identification emblems of religious orders, historical agencies or semi-public bodies, provided that no such symbol, plaque or identification emblem shall exceed six (6) square feet in area; and provided further that all such symbols, plaques and identification emblems shall be placed flat against a building or if detached, shall not exceed six (6) square feet in height and placed at least ten (10) feet from the front lot line and twenty-five (25) feet from all other lot lines.~~

~~(K) *Temporary signs.* Temporary signs announcing drives or events of civic, philanthropic, educational or religious organizations or promotions by commercial entities, provided that the signs are posted only during the drive, promotion or event, or not more than fifteen (15) days before the drive, promotion or event, and are removed no later than five (5) days after the drive, promotion or event. All such signs shall be placed on private property only, shall be set at least ten (10) feet from all other lot lines, shall be limited in size to sixteen (16) square feet and limited to one (1) temporary sign per~~

~~parcel. Temporary signs over sixteen (16) square feet shall require approval by the City Manager and shall be limited by the aforesaid time and placement restrictions. Any temporary signs shall be allowed for a period of not to exceed twenty (20) days (maximum time of fifteen (15) days prior to event and maximum of five (5) days following event). Signs allowed under this section may only be utilized two (2) times within any twelve (12) month period for any person, group, business, corporation or other entity. Temporary signs are not permitted to be located on public property or right-of-way. Any temporary signs placed on public property or right-of-way shall be removed by the city and disposed of without notice. Applicants for temporary signs over 16 square feet shall obtain approval from the City Manager. The City Manager is authorized to utilize such forms and to require such information as is necessary to administer this section.~~

~~(L) *Warning signs.* Signs warning the public of the existence of danger, containing no advertising material, of a size as may be necessary, and to be removed upon subsidence of danger.~~

~~(M) *Residential garage or yard sales sign.* One (1) on-site residential garage or yard sale sign for each street frontage for a period of three (3) days and provided that the signs do not exceed five (5) square feet and are posted at least ten (10) feet from the front lot line and twenty-five (25) feet from all other lot lines.~~

~~(N) *Miscellaneous signs.*~~

~~(1) Notwithstanding § 178.10(E), signs not designed to be visible from any public or private way.~~

~~(2) Integral decorative or architectural features of structures, except letter, trademarks, moving parts, or moving lights.~~

~~(3) Memorial signs, tablets or plaques, or names of buildings and date of erection; when the same are six (6) square feet or less in size and are cut into any masonry surface or when constructed on bronze or other incombustible material.~~

~~(4) Signs on motor vehicles while in use in the normal course of business. This section shall not be construed or interpreted to permit parking of a vehicle to which signs are attached in a manner or location where such signs are not permitted so as to avoid the requirements of this chapter.~~

~~(5) Flags and insignia of any government.~~

~~(O) Signs placed upon shelters provided for passenger comfort and convenience of the general public and situated at locations approved by the city along designated transit routes of the Space Coast Transit system.~~

~~**§ 178.10 PROHIBITED SIGNS.**~~

~~The following types, classes and locations of signs are expressly prohibited in all districts of the city, except as otherwise provided by this chapter:~~

~~(A) *A-frame signs.* A-frame or sandwich board, sidewalk or curb signs are prohibited.~~

~~(B) *Animated signs.* Animated signs, except for time and temperature displays, are prohibited.~~

~~(C) *Banner signs.* Banner signs are prohibited except as temporary signs subject to the requirements of § 178.09(K).~~

~~(D) *Beacon lights.* Beacon lights are prohibited.~~

~~(E) *Off-premises signs.* Off-premises signs are prohibited unless otherwise stipulated in this code of ordinances.~~

~~(F) *Parking of advertising vehicles.* No person shall park any vehicle or trailer on a public right-of-way or public property or on private property so as to be visible from a public or private way, which vehicle or trailer has attached thereto or located thereon any sign or advertising device for the basic purpose of providing advertising of products or directing people to a business or activity located on the same or nearby property or any other premises. This division (F) is not intended to prohibit any form of vehicular signage such as a sign attached to a bus or lettered on a motor vehicle as required by law.~~

~~(G) *Public areas.* Except for governmental signs, no sign shall be permitted that is placed on any public easement, right-of-way, curb, sidewalk, post, pole, hydrant, bridge, tree or other surface located on public property or over or across any public or private thoroughfare, unless expressly authorized by the City Council for temporary signs under § 178.09(K). Any signs violating the provisions of this division (G) shall be summarily removed by the city and destroyed unless the city can determine from the face of the sign to whom such sign belonged. If the owner is readily ascertainable from the face of the sign, then the sign shall be held and disposed of pursuant to § 178.09(F).~~

~~(H) *Roof signs.* Roof signs are prohibited.~~

~~(I) *Snipe signs.* Snipe signs are prohibited.~~

~~(J) *Swinging signs.* No sign shall be suspended by chains or other devices that will allow the sign to swing due to wind action.~~

~~(K) *Waterfront signs.* No sign shall be erected that is intended to be seen or draw attention of users of any waterway, canal, lake or other water body excluding any warning sign, navigational sign or permitted sign located at an operating public marina, dock or pier.~~

~~(L) *Unclassified signs.* The following signs are also prohibited:~~

~~(1) Signs that bear or contain statements, words or pictures of an obscene, pornographic character or which contain advertising matter which is untruthful.~~

~~(2) Signs painted on or attached to any fence or any wall that is not structurally a part of a principal building, except to identify a residence or residence structure by means of posting the name of the occupant and the street address.~~

~~(3) Signs that operate or employ any stereoptic or motion picture projection or media in conjunction with any advertisements, or have visible moving parts or any portion of which moves or gives the illusion of motion except as otherwise permitted by this chapter.~~

~~(4) Signs that emit audible sound, odor or visible matter.~~

~~(5) Signs that purport to be, or are in imitation of, or resemble an official traffic sign or signal, or which bear the words "Stop," "Go Slow," "Caution," "Danger," "Warning" or similar words.~~

~~(6) Signs that by reason of their size, location, movement content, coloring or manner of illumination, may be confused with or construed as traffic-control signs, signals or devices, or the light of an emergency or road equipment vehicle, or which hide from view any traffic or street sign or signal and device or any sign which would obstruct the view at or around a corner, intersection or curve.~~

~~(M) *Abandoned signs.* Abandoned signs are prohibited.~~

~~(N) *Hazardous signs.* Hazardous signs are prohibited.~~

~~(O) *Nuisance signs.* Nuisance signs are prohibited.~~

~~§ 178.11 SUPPLEMENTARY REGULATIONS OF AND LIMITATIONS ON PERMITTED SIGNS.~~

~~The following general regulations and limitations shall apply to all signs permitted within the city unless otherwise expressly exempted in other sections of this chapter.~~

~~(A) *Design and construction.* The design, construction and erection of all signs permitted within the city shall conform to the requirements of the Standard Building Code, adopted in Chapter 170 of this code of ordinances. Signs containing components to be connected to an electrical energy source shall also conform to the requirements of the National Electrical Code, adopted in Chapter 170 of this code of ordinances. Where the requirements of this chapter are in conflict with the requirements of the above codes, the provisions of this chapter shall govern.~~

~~(B) *Illuminated signs.* Light sources for illuminated signs shall be provided with glass lenses concentrating the illumination upon the area of the sign so as to prevent glare upon the street or adjacent property. All light sources shall be maintained in good working condition.~~

~~(C) *Sign setbacks.* Sign setbacks shall be determined to be the leading edge of the sign or supporting structure.~~

~~(D) *Premises surrounding signs.* All signs and the premises surrounding the signs shall be maintained by the permittee or owner thereof in a clean, sanitary and inoffensive condition, and free and clear of all obnoxious substances, debris and weeds.~~

~~(E) *Wall sign calculations.* The requirements of § 178.12 regarding wall signs shall apply individually to each principal building wall or each part of a wall of a principal building used by a separate business or tenant. In computing the area of a wall sign, all doors and windows shall be counted as part of the area of the wall; wall sign area shall not exceed ten percent (10%) of the total wall area on which it is located up to a maximum area of two hundred (200) square feet.~~

~~(F) *Overhead electrical conductors.* No sign or advertising structure shall be erected closer to any overhead electrical conductor than seven (7) feet where the difference in potential between any two (2) conductors or between any one (1) conductor and ground shall exceed seven hundred and fifty (750) volts.~~

~~(G) *Signs abutting residential property.* No sign shall be placed on the side or at the rear of a business property so as to face abutting residential property.~~

~~(H) *Detached accessory signs.* Street frontage on minor streets shall not be included as frontage when determining the number or area of permitted detached accessory signs. Signs must be placed on the side of the premises that is used in determining the allowable sign area.~~

~~(I) *Restriction of vision.* No sign or advertising structure shall be erected or maintained in any location that will obstruct the view of or prevent the driver of a motor vehicle from having a safe line of sight at the intersection of two (2) streets, a street and a railroad, or a street and a driveway.~~

~~(J) *Future improvement signs.* Future improvement signs shall be erected for a period not to exceed six (6) months. A permit for such signs shall be renewable for six (6) month terms but shall automatically terminate upon the issuance of a building permit.~~

~~(K) *Semipublic uses in residential district.* Signs identifying schools, churches, parks, or other semipublic uses located in residential districts shall comply with the permitting requirements and standards identified for commercial and industrial signs in § 178.12.~~

~~(L) *Portable or mobile signs.*~~

~~(1) A permit for a portable or mobile sign may be issued for any one (1) person and location twice during a twelve (12) month period. This permit shall not exceed a period of twenty (20) days. If such sign is not removed after expiration of a permit, the city shall remove the sign. Similarly, if any such sign is utilized or operated without a valid permit, such sign shall be immediately removed by the city. Such removed sign shall be held for a period of not less than sixty (60) days; at such time any such sign will be sold to pay the costs incurred for removal and storage of such sign. The owner of such sign may recover such sign at any time after removal if such person~~

~~pays the costs prior to the sale. Permit fees for portable signs shall be as required for permanent signs.~~

~~(2) The permittee shall keep the permit for a portable or mobile sign on the permittee's premises.~~

~~(3) No portable or mobile signs may be utilized to advertise, or otherwise draw attention to a product, use, facility, service or activity, event, person, institution or business which is not available for sale or performance on the premises where the sign is located.~~

~~(4) Portable signs shall not exceed forty (40) square feet in area and shall be placed at least ten (10) feet from all lot lines. The allowable area of a portable sign shall not be considered as part of the maximum allowable area for accessory signs.~~

~~(5) Portable signs shall be limited to commercial and industrial zoning districts only.~~

~~(6) No portable sign shall be placed in a parking space which is required to meet the minimum parking requirements.~~

~~(7) Minimum spacing between any two (2) signs on the same side of the road shall be four hundred (400) feet.~~

~~(8) Illumination may be direct or indirect.~~

~~§ 178.12 SCHEDULE OF PERMITTED SIGNS IN ZONING DISTRICTS.~~

~~The following shall apply to each premise and shall be used to determine the class, type, location, number and allowable sign illumination for permitted signs and shall apply individually to all such signs according to type and class unless otherwise specifically provided for in this chapter.~~

Residential Zoning Districts						
Sign Type	***Construction Class***	***Maximum Number***	***Maximum Area***	***Maximum Height***	***Placement***	***Illumination***
~~Construction~~	~~Detached or wall~~	~~1 per street frontage~~	~~Multi-family, 16 sq. ft.~~	~~10 ft.~~	~~At least 10 ft. from front lot line and 25 ft. from any other lot line~~	~~None~~
~~Directory~~	~~Detached or wall~~	~~1~~	~~16 sq. ft~~	~~10 ft.~~	~~Must observe all yard regulations~~	~~None~~
~~Directional~~	~~Detached and/or wall~~	~~2 per public entrance~~	~~3 sq. ft. each~~	~~Detached, 3 ft; wall, 10 ft.~~	~~Nonrestricted except that no such signs shall impede vision for traffic safety~~	~~Indirect or direct~~
~~Future improvement~~	~~Detached~~	~~1 per street frontage~~	~~Single-family, 6 sq. ft.~~	~~10 ft.~~	~~At least 10 ft. from front lot line and 25~~	~~None~~

			~~Multi-family, 16 sq. ft.~~		~~ft. from any other lot line~~	
~~Real estate~~	~~Detached or wall~~	~~1 per street frontage~~	~~16 sq. ft. for multi-family; and for unimproved parcels greater than 10 acres in single- family districts~~	~~Detached, 6 ft.; wall, 10 ft.~~	~~At least 10 ft. from front lot line and 25 ft. from any other lot line~~	~~None~~
~~Subdivision~~	~~Detached and/or wall~~	~~2 per public entrance~~	~~32 sq. ft. each~~	~~10 ft.~~	~~Nonrestricted except that no such sigh shall impede vision for traffic safety~~	~~Direct~~

~~***Commercial and Industrial Zoning Districts***~~						
~~***Sign Type***~~	~~***Construction Class***~~	~~***Maximum Number***~~	~~***Maximum Area***~~	~~***Maximum Height***~~	~~***Placement***~~	~~***Illumination***~~
~~Accessory~~	~~Wall, marquee or projecting~~	~~Unrestricted~~	~~10% of area of wall upon which sign is located, maximum of 200 sq. ft. total~~	~~Roof line of building~~	~~Nonrestricted~~	~~Direct and indirect~~
	~~Detached in the NC, CC, HC, LI and HI District~~	~~1 per street frontage for parcels exceeding 150 linear ft. on a single street~~	~~64 sq. ft. or 20% of street frontage whichever is greater up to a maxi- mum of 144 ft.~~	~~25 ft.~~	~~Must observe all yard regulations, except that signs may be located not less than 10 ft. from the front lot line~~	~~Direct and indirect~~
		~~1 per street frontage for parcels less~~	~~64 sq. ft.~~	~~10 ft.~~		
	~~Detached in the OP, RC, and BMU~~	~~1 per street frontage~~	~~32 sq. ft.~~	~~10 ft.~~		
~~Construction~~	~~Detached or wall~~	~~1 per street frontage~~	~~16 sq. ft.~~	~~10 ft.~~	~~At least 10 ft. from front lot line and 25 ft. from any other lot line~~	~~None~~
~~Directory~~	~~Detached and/or wall~~	~~1 per principal building~~	~~16 sq. ft.~~	~~10 ft.~~	~~Must observe all yard regulations~~	~~Indirect~~

~~Directional~~	~~Detached and/or wall~~	~~2 per public entrance~~	~~3 sq. ft.~~	~~Detached, 3 ft.; wall, 10 ft.~~	~~Nonrestricted except that no such sign shall impede vision for traffic safety~~	~~Indirect or direct~~
~~Future improvement~~	~~Detached~~	~~1 per street frontage~~	~~16 sq. ft.~~	~~10 ft.~~	~~At least 10 ft. from front lot line and 25 ft. from any other lot line~~	~~None~~
~~Real estate~~	~~Detached or wall~~	~~1 per street frontage~~	~~16 sq. ft.~~	~~10 ft.~~	~~At least 10 ft. from front lot line and 25 ft. from any other lot line~~	~~None~~
~~Shopping center~~	~~Detached~~	~~1 per street frontage~~	~~32 sq. ft.~~	~~10 ft.~~	~~At least 10 ft. from front lot line and 25 ft. from any other lot line~~	~~Indirect~~
~~Industrial park~~	~~Detached~~	~~2 per public entrance~~	~~32 sq. ft.~~	~~10 ft.~~	~~At least 10 ft. from front lot line and 25 ft. from any other lot line~~	~~Indirect~~
~~Interchange District~~	~~Detached~~	~~1 per developed parcel~~	~~200 sq. ft.~~	~~60 ft.~~	~~Must meet parking setbacks~~	~~Direct or indirect~~

~~§ 178.13 MAINTENANCE.~~

~~All signs for which a permit is required, together with all their supports, braces, guys, and anchors, shall be kept in repair, and unless of galvanized or noncorroding metal, shall be thoroughly painted at least once every two (2) years. The Building Official may order repair or removal of any sign not maintained in accordance with provisions of this section. Such order shall be as presented in subsection § 178.06(B)(1).~~

~~§ 178.14 IDENTIFICATION OF SIGNS.~~

~~Every sign hereinafter erected, constructed or maintained, for which a permit is required, shall be plainly marked with the name of person, firm or corporation erecting and maintaining such sign shall have affixed on the front thereof the permit numbered for the sign by the Building Official. The identification shall be in a form as prescribed by the Building Official.~~

~~§ 178.15 VARIANCES; APPEALS.~~

~~(A) Variances from the provisions of this chapter may be granted by the City Council for the purpose of preventing a hardship not self-imposed or for the protection of~~

~~the constitutional rights of applicant, according to the procedures and standards contained in § 169.009 Variances.~~

~~(B) Any person aggrieved by a decision or order of the Building Official relating to any of the provisions of this chapter may, within ten (10) days of such decision or order, file applications for a review of same by the Board of Adjustment and Appeals and have the matter heard and determined by the Board of Adjustment and Appeals.~~

~~**§ 178.99 PENALTY.**~~

~~Any person who knowingly violates or fail to comply with any of provisions of this chapter, or the erector, owner or user of an unlawful sign, or the owner of the property on which an unlawful sign is located shall be guilty of a misdemeanor of the second degree upon conviction thereof shall be punished as provided in F.S. §§ 775.082 and 775.083. Each day any violation of any provisions, subsection or section of this chapter shall continue or be omitted, if required and neglected, constitute a separate offense, and subject such violator to a rate fine or imprisonment, or both, for such separate offense.~~"

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed and all ordinances or parts of ordinances not in conflict herewith are hereby continued in full force and effect.

SECTION 3. It is the intention of the City Council of the City of Palm Bay that the City of Palm Bay Code of Ordinances be revised to delete the language as specified above.

SECTION 4. If any portion, clause, phrase, sentence or classification of this ordinance is held or declared to be either unconstitutional, invalid, inapplicable, inoperative or void, then such declaration shall not be construed to affect other portions of the ordinance; it is hereby declared to be the express opinion of the City Council of the City of Palm Bay that any such unconstitutional, invalid, inapplicable, inoperative or void portion or portions of this ordinance did not induce its passage, and that without the inclusion of any such portion or portions of this ordinance, the City Council would have enacted the valid constitutional portions thereof.

SECTION 5. The provisions within this ordinance shall take effect immediately upon the enactment date.

Read in title only at Meeting No. 2017- , held on , 2017; and read in title only and duly passed and enacted at Meeting No. 2017- , held on , 2017.

_____
William Capote, MAYOR

ATTEST:

_____
Terese M. Jones, CITY CLERK

Reviewed by CAO: _____

ORDINANCE NO. 2017-39

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, TITLE XVII, LAND DEVELOPMENT CODE, BY CREATING CHAPTER 178, TO BE TITLED 'SIGNS'; PROVIDING FOR THE REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR INCLUSION IN THE CITY OF PALM BAY CODE OF ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. The City of Palm Bay Code of Ordinances, Title XVII, Land Development Code, is hereby amended by creating Chapter 178, to be titled "Signs", which shall read as follows:

"CHAPTER 178: SIGNS

Section 178.01 TITLE.

This Chapter shall be known and may be cited as the "Sign Ordinance of the City of Palm Bay, Florida."

Section 178.02 STATEMENT OF PURPOSE.

The purpose of this Chapter is to promote public health, safety, and general welfare by:

(A) Establishing standards for the fabrication, erection, use, maintenance and alteration of signs within the City, which standards allow and encourage creativity, effectiveness and flexibility in the design and use of signs;

(B) Promoting pedestrian and traffic safety by reducing signs within the City that pose visual hazards;

(C) Preserving and improving the City's aesthetic appearance and mitigating against visual blight;

(D) Balancing the promotion of public health, safety, and welfare with the public's interest in presenting and receiving constitutionally protected messages by way of signs within the City; and

(E) Facilitating compliance and enforcement by providing objective guidelines, payment of fees to offset costs attendant to administering this ordinance, and imposing penalties in cases where the code is violated.

Section 178.03 CONTENT NEUTRALITY.

Nothing in this Chapter is intended to regulate or control the content of signs or to regulate differently commercial or noncommercial speech.

Section 178.04 SCOPE.

This chapter is intended to cover all requirements relative to the types, sizes, heights, permissible locations, restrictions, permits, inspections, identification, materials of manufacture and/or construction, erection, maintenance, procedure for requesting variances, and penalties for violation of the provisions prescribed herein for all signs placed, installed, repaired, altered, replaced and/or erected within the limits of the City which are exposed to the out-of-doors view of the public.

Section 178.05 SIGNS AUTHORIZED--LIMITATIONS.

All signs not expressly authorized by this Chapter are prohibited. Additionally, authorized signs requiring a permit under the terms of this Chapter are prohibited until the City issues such permit, or as otherwise provided in this Chapter. All signs, including those authorized and permitted, shall be subject to the restrictions, procedures, and limitations contained in this Chapter and other applicable governmental regulations.

Section 178.06 CONSISTENCY*.*

This Chapter is based on and is intended to be consistent with and enhance the City's Zoning Code and the City's Comprehensive Plan.

Section 178.07 ADMINISTRATIVE AUTHORITY.

The Growth Management Director shall act as Administrator of the provisions of this Chapter, acting in lieu of the governing body. As used in this Chapter, "Administrator" shall include such Administrator's authorized representative.

Section 178.08 DEFINITIONS.

For the purpose of this Chapter, the following definitions shall apply. Unless specifically defined below or in Chapter 185 (Zoning Code), the words or phrases used in this Chapter shall be interpreted so as to give them the meaning they have in common usage and to give this Chapter it's most reasonable application.

AGGREGATE. When used in reference to the total allowable sign area, the total available display area of all sides or portions of a sign shall constitute the aggregate sign area.

ALTER. This term shall include, but not be limited to, the addition of sign surface area, the changing or relocation of light source or the relocation of an outdoor advertising display from one position to another. This term shall include any and all structural changes in the sign, but shall not include the changing of copy on a sign, including a sign which is designed as a changeable copy sign.

APERATURE SIZE. See SIGN SURFACE AREA.

BASE. This term shall include, but not be limited to, the bottom support surface of any sign where it meets the ground.

BEACON LIGHT. Any outdoor high intensity light which consists of one or more beams capable of being directed in any direction or directions, capable of being revolved automatically, or capable of having any part thereof revolve automatically, or which flashes.

BUILDING FRONTAGE. The linear length of a building facing a public street right-of-way, exclusive of alleys.

COPY. The letters, colors, text or other graphics displayed upon the sign surface area.

ERECT. Build, construct, attach, hang, place, suspend or affix, and shall include the painting of wall signs.

ESTABLISHMENT. An establishment is any commercial, industrial, institutional, educational, office, social, business, or financial entity.

FASCIA. A horizontal construction component that is used to cap the ends of a structural roof truss.

FRAME. The outermost corners or edges of a sign cabinet (see also Sign Cabinet).

GOVERNMENTAL BODY. The city, county, state or government of the United States, and any branch, agency, board or department thereof.

GROUND LEVEL. Ground level shall mean the finished grade at the base of a sign structure.

GROWTH MANAGEMENT DEPARTMENT. The City Department that administers and enforces the Land Development Code and the Florida Building Code.

GROWTH MANAGEMENT DIRECTOR. The City officer or other designated authority, or their duly authorized representative, in charge of the Growth Management Department.

HEIGHT. The vertical distance between the uppermost portion of a sign and ground level.

LUMENS. A quantifiable measure of light.

MAINTAIN. Maintain shall include general servicing and upkeep in a safe and operable condition and free from excessive wear and tear.

NOTICE. Written notification given by certified mail delivery or to the last known address of the person to be notified, or by hand delivery to such person and, if such notification related to a violation of this Chapter, the physical posting of written notification on the sign structure or real property on which the sign is located. If certified mail delivery or hand delivery is not possible, then an advertisement in any regularly published newspaper in the City shall suffice.

OWNER. The person owning the fee simple title to the property upon which a sign is located for which a permit is required.

PARAPHET. The vertical wall section that extends above a roof.

PERMITTEE. The owner of a sign for which a permit is required.

PERSON. Any individual, firm, partnership, association, corporation or other legal entity.

PLACEMENT. The location that a sign occupies on a lot or building.

PREMISES. A lot or parcel of land or combination of contiguous lots or parcels under single ownership.

PUBLIC or ***PRIVATE WAY.*** Any public or private thoroughfare utilized for vehicular or pedestrian traffic.

RELOCATE. Any change in the position of a sign from its original location.

REPLACE. Rebuild, enlarge or change in size, structure or lettering other than repainting, or repair to electrical apparatus.

SIDEWALK. The paved portion of a right-of-way specifically designed for pedestrian traffic.

SIGN.

(1) Any permanent or temporary object, which is visible from a public place, including public roadways, and which is designed to attract attention to the subject matter of its copy or image. Specifically excluded from this definition is works of art, flags or emblems of any nation, state or political subdivision.

(2) Signs includes the following defined classes of signs:

(a) ***PERMANENT SIGNS.*** Signs made of durable material and fixed to a building, supporting structure, or the ground in such a manner as to be immobile without the use of extraordinary means, such as disassembly. The following types of signs shall be permanent signs:

(i) ***ANIMATED SIGN***. Any sign with physical action or motion, or giving the appearance thereof, through the use of illumination wind or other mechanical means. Animated signs shall include flashing or oscillating signs and swinging signs, sky trackers and shall exclude electronic message signs and time or temperature units.

(ii) ***AWNING SIGN.*** A roof-like structure extending and supported from the exterior wall of a building and which is composed of non-rigid materials (except for the supporting framework) upon which a sign is indelibly drawn, painted or printed.

(iii) ***BENCH SIGN.*** A bench whose primary purpose is collateral with providing transportation service to the public upon which a sign is indelibly drawn, painted or printed.

(iv) ***BILLBOARD SIGN.*** Any freestanding sign, which may, without limitation, be a sign having changeable copy sign or an Electronic Message Sign, which identifies or advertises a use, establishment, product, activity or service not sold, produced, manufactured, located, provided or furnished on the parcel on which the sign is located (or which identifies a use, product, activity or service which is only incidentally sold or available on that parcel). Billboard Signs may be illuminated or non-illuminated and include Digital Billboards.

(v) ***DIRECTORY SIGN.*** Any sign that states the name and/or occupation of the occupants of a structure or gives the use of the structure, including office building directories, houses of worship directories and apartment house directories.

(vi) ***ELECTRONIC MESSAGE SIGN.*** A non-billboard Illuminated Sign emitting an illuminated message, image or design created electronically by any light source, light emitting diodes ("LEDs"), bare electric bulbs, luminous tubes, fiber optics, or any other combination of light sources creating a message. This definition shall include time, temperature and date signs. Each message on the sign must be displayed for a minimum of (8) eight seconds and all static message changes shall be completed within one (1) second. Each display must have a light sensing device that will adjust the brightness, as ambient light conditions change. An Electronic Message Sign which has copy which moves continuously or appears to be moving, flashing, changes color, pulses or alternates shall be considered an Activated Sign.

(vii) ***MARQUEE SIGN.*** Any sign which is attached to, or hung from, a permanent, roof-like structure which is supported by a building wall and

which projects out from the building line usually, but not necessarily, over a public right-of-way such as a sidewalk.

(viii) ***MONUMENT SIGN.*** Any on-premises, freestanding sign supported by structures or supports in or upon the ground and independent of support of any building(s) and which has a maximum height of ten (10) feet. A monument sign may be a directly illuminated sign, electronic message sign, or indirectly illuminated sign.

(ix) ***POLE SIGN.*** A freestanding sign supported by one (1) or more poles in or upon the ground.

(x) ***PYLON SIGN.*** Any sign, other than a portable sign, which is supported by structures or supports in or upon the ground and independent of support from any building and having eight (8) feet or more ground clearance when measured from the grade at the base of the sign to the bottom of the sign face. The structural elements of a pylon sign shall not exceed one and one-half (1½) feet in diameter.

(xi) ***ROOF SIGN.*** Any sign that is erected, constructed or maintained on the roof of a building or structure above the eaves, or above mansards, parapets, or other similar architectural features of buildings or structures which are capable of supporting signs.

(xii) ***TRANSIT SHELTER SIGN.*** Any sign that is attached to a shelter on or abutting a public right of way, which shelter is intended for use in connection with public transportation.

(xiii) ***WALL SIGN.*** A sign which is attached to or erected against the wall of a building with its face in a parallel plane to the plane of the building façade or wall. This definition shall include the painting of a sign on a wall surface. For a building façade with multiple heights or roof lines, the wall sign shall not project above the parapet unless it is affixed to, or painted upon, a roof line that is more than 50% of the length of the building façade. Any wall sign contrary to this requirement shall be considered a roof sign.

(b) ***TEMPORARY SIGN.*** Any sign that is not a permanent sign.

(i) Any temporary sign used in connection with a business shall:

a. be removed from public view while such business is closed or

b. not be displayed for more than thirty (30) consecutive days nor more than a total of sixty (60) days per calendar year.

(ii) Any temporary sign not used in connection with a business shall not be displayed for more than thirty (30) consecutive days nor more than a total of sixty (60) days per calendar year.

(iii) The following types of signs shall be temporary signs:

a. ***A-FRAME SIGN.*** A sign consisting of two (2) sign faces connected at the top with either hinges or fixed fastening devices.

b. ***BANNER SIGN.*** Any sign intended to be hung either with or without frames, possessing characters, letters, illustrations or ornamentations applied to paper, plastic or fabric of any kind, and shall include flags, and streamers.

c. ***CONSTRUCTION SIGN.*** Any temporary sign erected between the time of issuance of a building permit and the issuance of a certificate of occupancy and located on the premises where construction is taking place, indicating the description of the project, the names and telephone numbers of the architects, engineers, landscape architects, contractors, or similar artisans, and the owners, financial supporters, sponsors and similar persons having a role or interest in the structure or project.

d. ***FEATHER SIGNS***. A sign supported by a single monopole with an affixed, cloth-like material that moves and flexes with the wind.

e. ***FREESTANDING FRAME SIGN.*** Any self-supporting two-sided sign with a total sign area of no more than sixty-four (64) square feet and which has a maximum height not exceeding eight (8) feet.

f. ***FUTURE IMPROVEMENT SIGN.*** Any sign which describes proposed development to take place on the premises.

g. ***HUMAN SIGN HOLDER.*** Any sign that is supported, in whole or in part by a person.

h. ***INFLATED SIGN****.* A sign constructed from nonporous material, which is inflated with air or any lighter-than-air gas. Included in this definition are inflated signs which represent the form of a person, place or thing. Aircraft which may meet this definition are not considered inflated signs.

i. ***PORTABLE* SIGN*.*** Any sign not permanently erected on a premises and which may be moved readily from place to place; except that this definition shall not apply to Vehicle Signs or signs displayed through, but not on, windows.

j. ***REAL ESTATE SIGN.*** Any sign used solely for the purpose of offering the sale or lease of the premises and/or building on which the sign is located.

k. ***VEHICLE SIGN.*** Any sign erected upon a vehicle wherein the principle purpose of the vehicle is not general transportation, but merely the support of the sign itself. Signs mounted upon taxis, buses, or other modes of general public transportation when in the course of their normal service are excluded from this definition.

l. ***WINDOW SIGN.*** A window sign is one that lets light or air through to the habitable part of the building and which is painted on, attached to, or visible through a window. A window sign does not include the display of merchandise.

(c) ***ABANDONED SIGN.*** Any:

(i) sign which through age and/or obsolescence no longer conforms to the structural or maintenance specifications of this chapter; or

(ii) pole, pylon or structure expressly installed for the purpose of affixing a sign which bears no sign or copy for a period of twelve (12) consecutive months; or

(iii) sign which displays information which incorrectly identifies the business, owner, lessor, or principal activity conducted on the site; or

(d) ***ACTIVATED SIGN.*** Any sign which:

(i) contains or uses for illumination any light, lighting device or lights which change color, flash or alternate, or change appearance of said sign or any part thereof automatically, except electronic message signs;

(ii) contains moving parts as part of its normal operation;

(iii) depicts or contains copy which moves or appears to be moving.

(e) ***DIGITAL BILLBOARD.*** Any Billboard Sign utilizing digital message technology, capable of changing the static message or copy on the sign electronically. A Digital Billboard may be internally or externally illuminated. A Digital Billboard shall contain static messages only, and shall not have animation, movement, or the appearance or optical illusion of movement, of any part of the sign structure. Each static message shall not include flashing or the varying of light intensity. Digital Billboards shall be operated in accordance with Fla. Admin Code Rule 14-10.004(3).

(f) ***FLASHING SIGN.*** Any sign on which all or any portion of the electrical lighting device(s) on such signs go on and off at alternate intervals. Any revolving Illuminated Sign shall be considered a Flashing Sign for purposes of this chapter. Digital billboards shall not be considered Flashing Signs for purposes of this chapter.

(g) ***GOVERNMENT SIGN.*** Any sign erected by or at the direction of a public official in the performance of such official's office or duty.

(h) ***ILLEGAL SIGN.*** An unpermitted sign which was not lawfully erected or a permitted sign not constructed in accordance with the representations set forth in the permit documents or a sign constructed in violation of city codes.

(i) ***ILLUMINATED SIGN.*** Any sign using an artificial light source.

(j) ***INTERIOR SIGN.*** A sign which is located in the interior of a structure or which is located outside a structure but, because of the sign's placement, design or orientations is not visible to persons from a location other than the parcel on which the sign is located. Interior signs are not regulated by this Chapter.

(k) ***REVOLVING SIGN.*** Any sign so erected or constructed as to periodically or continuously change the direction toward which any plane containing the display surface area is oriented.

(l) ***SNIPE SIGN.*** Any sign made of nondurable material and which is attached in any way to a utility, tree, fence post or any other similar object, or inserted with one or more stakes into the ground.

(m) ***SUBDIVISION SIGN.*** Any permanent sign located at the entry of a subdivision or neighborhood, mobile home park, townhouse, or other planned residential development.

SIGN CABINET. The self-supporting structural or non-structural frame that contains the sign face.

SIGN FACE. The part of the sign that is or can be used to identify, display, advertise, communicate information, or for visual representation which attracts or intends to attract the attention of the public for any purpose.

SIGN NUMBER. For the purpose of determining the number of signs, a sign shall be construed to be a single display surface or device containing elements organized, related, and composed to form a single unit. In cases where material is displayed in a random or unconnected manner, or where there is reasonable doubt as to the intended relationship of such components, each component or element shall be considered to be a single sign. A sign with sign surface on multiple sides of such sign shall be construed as a single sign, and the total area of such sign shall be the area computed on a single side of the sign.

SIGN STRUCTURE. Any structure which is designed specifically for the purpose of supporting a sign, has supported or is capable of supporting a sign. This definition shall include any decorative covers, braces, wires, supports or components attached to or placed around the sign structure.

SIGN SURFACE AREA. The total area of each sign face which may be used to display copy, including background, but not including the frame and structural supporting elements. The sign surface area shall be computed for the entire area within the periphery of a geometric form, or combination of geometric forms. The surface area of the sign shall be measured from the outside edges of the sign or the sign frame, whichever is greater. The sign area shall include the total of a single side of a sign surface upon which copy could be placed. Where a sign is composed of individual letters, characters or symbols applied directly to a building, canopy, marquee, mansard, fascia, façade, parapet, awning, ~~or~~ the area of the sign shall be the smallest geometric shape which will enclose all of the letters, characters or symbols. The area of a multi-faced sign shall be the total area of each sign face.

SIGN UNIT. Any display and/or display device containing elements organized, related and/or composed to form a single unit. Where the display of any elements is in a random manner without any organized relationship of elements, each element shall be considered a separate sign. A double-faced sign shall be considered a single sign.

STREET FRONTAGE. The length of the property line for a single parcel which runs parallel to and along each public right-of-way (exclusive of alleys) it borders.

WALL. The surface of the exterior of a principal building exposed to the public view within a single plane, exclusive of windows and/or doors.

ZONING DISTRICT. The various zoning districts as established and described in the zoning regulations set forth in Chapter 185 of this code of ordinances.

Section 178.09 SIGN PERMITS, NOT REQUIRED.

A sign permit shall ***not*** be required for:

(A) The erection, installation, alteration, repair, relocation, reinstallation, or structural maintenance of:

(1) Signs in conformance with the requirements of this Chapter located on property owned by a Governmental Body or on a right of way;

(2) Temporary signs otherwise conforming with the requirements of this Chapter;

(3) Directory Signs; or

(4) Interior Signs.

(B) Nonstructural maintenance of an existing permitted sign, such as cleaning or painting, or repairs to an existing sign which does not alter the size or height of the sign; or

(C) Changing the copy of an existing permitted sign; or

(D) Any sign that is legally existing and, if required, properly permitted as of the date this Chapter is enacted. A new permit shall be required prior to any alteration, repair, relocation, reinstallation, or structural maintenance of such legally existing sign.

Section 178.10 SIGN PERMITS.

(A) *Permits required.* A sign permit is required prior to construction, erection, installation, alteration, repair, relocation, reinstallation, or structural maintenance of any sign not subject to Section 178.09 of this Chapter.

(B) *Emergency Repairs*. Repairs to a legally existing sign may be conducted prior to obtaining a permit in the event of an emergency imposing an imminent threat to life or property, provided, however, that any necessary permit is obtained promptly after such repairs are initiated. Emergency repairs shall be limited to returning the sign to its original permitted state.

(C) *Who may apply*. The following persons, or the designated agent or such persons, may apply for a sign permit:

(1) the owner of a sign for which a permit is required.

(2) the designated agent of the owner of a sign for which a permit is required.

(D) *Administration*. The Administrator or the Administrator's designee shall be responsible for the administration, processing, review and determination of applications for sign permits.

(E) *Timing*. Unless otherwise expressly provided for in this chapter, the Administrator or the Administrator 's designee shall review an application for any permit for the erection, relocation, repair, or in any way pertaining to signs, and issue a written determination to the applicant within thirty (30) business days of receipt of the completed application. The review and determination period may be extended for an additional forty-five (45) business days at the request of the applicant or its agent.

(F) *Grant or denial*. If the application for a sign permit demonstrates that the proposed sign or the proposed work relating to a sign conforms with the requirements of this Chapter, and if all fees relating to such sign permit application have been paid, the sign permit application shall be granted. If the sign permit application does not demonstrate such conformity with the requirements of this Chapter or if all fees relating to such sign permit application have not been paid, the application shall be denied. In the event the application is denied, the Administrator or the Administrator's designee shall include the specific basis for the denial in the written determination provided to the applicant. Failure of the Administrator or the Administrator's designee to issue a final determination within the time set forth in subsection (e) above shall constitute a grant of such sign permit application.

(G) *Electrical Permits.* A separate electrical permit shall be required for any sign containing electrical components. If the work authorized under an electrical permit has not been completed within six (6) months after the date that the electrical permit is issued, then both the electrical permit and the sign permit shall become null and void.

(H) *Revocation of permit.* If the person to whom a sign permit is issued fails to comply with any of the provisions of this Chapter, the Administrator or the Administrator's designee shall provide notice to the permit holder revoking such permit and specifying the reason for such revocation.

(I) *Sign permit related fees.*

(1) Permit fees. Fees for sign permits, including inspection fees and plan checking fees, but exclusive of any fees for any electrical permit, shall be as established by City Council by resolution pursuant to Section 169.004. For the purpose of determining the sign permit fee, sign valuation shall be determined by the Administrator or the Administrator's designee.

(2) Work commenced before acquiring permit. Where work for which a sign permit is required commences prior to issuance of such the permit, the fees for such permit shall be doubled, but the payment of such double fee shall not relieve the sign permit applicant from fully complying with the requirements of this Chapter and any other applicable regulations of the City in the execution of the work nor from any other applicable penalties. This provision shall not apply to emergency repairs under subsection (b) above.

(J) *Inspections.*

(1) Signs for which permits have been issued shall be inspected during and at completion of construction and at such times as deemed necessary by the Administrator or the Administrator's designee. The Administrator and the Administrator's designee are empowered to enter or inspect any building, structure or premises in the City upon which or in connection with which a sign is located, for the purpose of inspecting the sign, including its structural details and electrical connections, to ensure compliance with the provisions of this Chapter. Such inspections shall be carried out during normal business hours, unless an emergency exists.

(2) When an inspection reveals maintenance, repair, or other remedial action is needed, the Administrator or the Administrator's designee shall provide notice to the property owner, and the sign permit holder (if not the property owner) identifying the needed remedial action. The owner shall have ten (10) business days to complete the remedial action or remove the sign.

(3) Construction inspections. Any person constructing, erecting or relocating a sign for which a permit is required shall notify the Administrator or the Administrator's designee at all stages of construction that require inspection and approval by the Building Division. The requirements for such inspections are as follows:

(a) a footing inspection for all detached signs shall be required;

(b) a final structural inspection shall be required at completion of the work on all types of signs; and

(c) a final electrical inspection shall be required on all signs containing electrical components and wiring to be connected to an electrical energy source.

Section 178.11 REVIEW OF SIGN-RELATED DECISIONS.

(A) Any person who has been aggrieved by any order, requirement, decision, or determination applying or interpreting the provisions of this Chapter may seek review of said order, requirement, decision, or determination as provided in Section 169.006.

(B) Persons with standing to seek review of any order, requirement, decision, or determination under this Chapter related to constitutionally protected first amendment activity shall be entitled, as a matter of right, to seek immediate review of such final determination by filing an appropriate pleading with the circuit court having jurisdiction over the territory encompassed by the City.

Section 178.12 PENALTIES AND REMEDIES.

Unless otherwise stated, a person who engages in conduct in violation of this Chapter shall be subject to the following penalties and/or remedies:

(A) Violations of this chapter may be punished as provided in the City of Palm Bay Code, Section 10.99, General Penalty.

(B) Each day that a violation continues after receipt of written notice of such violation shall constitute a separate violation and separate offense for purposes of the penalties and remedies specified herein.

(C) In addition to the penalties and remedies above, the City may institute any appropriate action or proceedings to prevent, restrain, correct or abate a violation of this Chapter, as provided by law.

Section 178.13 SIGNS ON PROPERTY OWNED BY A GOVERNMENTAL BODY, PUBLIC RIGHTS OF WAY, AND PUBLIC PLACES.

(A) *Property owned by Governmental Body*. No private person or group shall erect, install, maintain, alter, repair, demolish, remove, relocate, reinstall, or perform structural maintenance upon, a sign located on property owned by a Governmental Body without the prior written agreement of such Governmental Body. Only the Governmental Body owning such land, or its designated agents, may erect, install, maintain, alter, repair, demolish, remove, relocate, reinstall, or perform structural maintenance upon, a sign upon such property.

(B) *Public Rights of Way*. Except as expressly provided otherwise by the Florida Department of Transportation with regard to rights of way within its control and/or jurisdiction, no private person or group shall erect, install, maintain, alter, repair, demolish, remove, relocate, reinstall, or perform structural maintenance upon, a sign located on any public right of way. Only the Governmental Body responsible for the maintenance of such public right of way, or its designated agents, may erect, install, maintain, alter, repair, demolish, remove, relocate, reinstall, or perform structural maintenance upon, a sign upon such a right of way.

(C) *Requirements*. Any sign located on property owned by a Governmental Body or upon any public right-of-way must conform to the requirements of this Chapter.

(D) *Removal of unauthorized signs*. The City may immediately remove any unauthorized sign located on property owned by a Governmental Body or upon any public right-of-way. Upon removing such a sign, the City shall hold it for a minimum of five (5) business days. At any time during such a holding period the owner of the sign may reclaim the sign after paying a removal and storage fee of one hundred dollars ($100.00). Signs not reclaimed by the owner during this holding period shall be discarded.

Section 178.14 SCHEDULE OF SIGNS IN COMMERCIAL DISTRICTS.

The table setting forth the type, size, location, number, and allowable sign illumination for signs located on parcels within commercial districts is found in Appendix A.

Section 178.15 SCHEDULE OF SIGNS IN INDUSTRIAL DISTRICTS.

The table setting forth the type, size, location, number, and allowable sign illumination for signs located on parcels within industrial districts is found in Appendix B.

Section 178.16 SCHEDULE OF SIGNS IN RESIDENTIAL DISTRICTS.

The table setting forth the type, size, location, number, and allowable sign illumination for signs located on parcels within industrial districts is found in Appendix C.

Section 178.17 BILLBOARD SIGNS.

(A) Billboard signs may be permitted on industrial or commercial zoned properties abutting U.S. Highway No. 1, Interstate 95, and Palm Bay Road, subject to the following restrictions:

(1) Height shall not exceed sixty (60) feet along Interstate 95 and thirty (30) feet along U.S. Highway No. 1 and Palm Bay Road;

(2) Sign Surface Area shall be:

(a) between three hundred and sixty (360) square feet and six hundred and eighty (680) square feet, (excluding cabinetry and trim) along Interstate 95; and

(b) between two hundred (200) square feet and four hundred (400) square feet, (excluding cabinetry and trim) along U.S. Highway No. 1 and Palm Bay Road; and

(3) No Billboard sign shall be located less than 1,500 linear feet from any other Billboard Sign, measured in a straight line distance from sign to sign.

(4) Each Billboard sign shall be setback from all property lines of the parcel upon which they are erected upon a distance equal to half the height of the sign.

(B) Digital Billboards may be permitted on new and existing Billboard Signs on industrial or commercial zoned properties abutting U.S. Highway No. 1, Interstate 95, and Palm Bay Road within the City limits. Notwithstanding any other provision contained herein, an existing legal nonconforming Billboard Sign may be converted to a Digital Billboard and may be altered or reconstructed to the extent necessary to complete such conversion, notwithstanding any other provision to the contrary contained in this Chapter 178 or in Chapter 185, subject to the following criteria:

(1) Such Digital Billboard sign shall conform to State outdoor advertising regulations;

(2) Such Digital Billboard sign shall have an active State outdoor advertising permit from the Florida Department of Transportation;

(3) The messaging area of the Digital Billboard sign (excluding framing, cabinetry and trim) shall not be larger than the existing sign face area;

(4) The sign height and location shall not be changed.

(5) *Minimum display time*. Each message on the Digital Billboard sign shall be displayed for a minimum of (8) eight seconds.

(6) *Message Changes*. All Digital Billboard static message changes shall be completed within one (1) second.

(7) *Brightness level*. Digital Billboard signs shall not operate at brightness levels of more than 0.3 foot candles above ambient light, as measured using a foot candle meter at a pre-set distance.

(8) Each Digital Billboard sign display shall have a light sensing device that will adjust the brightness as ambient light conditions change;

(9) Digital Billboard signs shall be operated with systems and monitoring in place to either turn the display off or show a “full black” image on the display in the event of a malfunction that affects at least fifty percent of the sign area; and

(C) Digital Billboards may be operated with conventional printed display faces.

(D) Owners of Digital Billboards are strongly encouraged to coordinate with law enforcement and emergency management authorities to display, when appropriate, regional emergency information important to the traveling public including, but not limited to Amber Alerts or emergency management information, such as Hurricane Evacuation Orders.

Section 178.18 CONSTRUCTION, DESIGN, AND LOCATION OF SIGNS.

(A) *Design and construction.* The design, construction and erection of all signs permitted within the city shall conform to the requirements of the Standard Building Code, adopted in Chapter 170 of this Code of Ordinances. Signs containing components to be connected to an electrical energy source shall also conform to the requirements of the National Electrical Code, adopted Chapter 170 of this Code of Ordinances. If the requirements of this Chapter conflict with the requirements of the above codes, the provisions of this Chapter shall govern.

(B) *Illuminated signs.* Light sources for Illuminated Signs shall prevent glare upon public rights of way and adjacent property. All such light sources shall be maintained in good working condition. In no case shall the lumens from any sign cause glare upon adjacent properties or create a hazardous condition upon any abutting roadway.

(C) *Sign setbacks.* Sign setbacks shall be determined to be the leading edge of the sign or the supporting structure for such sign, whichever is closer to the point from which the setback is calculated.

(D) *Orientation*. All signs shall be designed and erected to be perpendicular to the ground upon which the sign is erected.

Section 178.19 MAINTENANCE OF SIGNS.

(A) Except as expressly otherwise provided, all signs regulated by this Chapter, including their supports, braces, guys, anchors, electrical parts, lighting fixtures, and all painted and display areas shall be maintained so as to present a neat, clean appearance. Painted areas and sign surfaces shall be kept in good condition, and illumination, if provided, shall be maintained in safe and good working order.

(B) Weeds and grass shall be kept cut in front of, behind, underneath and around the base of ground signs for a distance of ten (10) feet, and no rubbish or debris shall be permitted under or near such signs.

Section 178.20 EXPRESSLY PROHIBITED SIGNS, NUISANCE.

(A) The following types of signs, in any location, are expressly prohibited:

(1) Abandoned Signs;

(2) Animated Signs;

(3) Beacon Lights;

(4) Flashing Signs;

(5) Illegal Signs;

(6) Revolving Signs;

(7) Roof Signs;

(8) Snipe Signs;

(9) Any sign confusingly similar to a Government Sign;

(10) Any sign, other than a Government Sign, in or upon any river, bay, lake, or other body of water within the City;

(11) Any sign, other than a Government Sign, upon any pier or seawall;

(12) Window signs which, in aggregate, cover more than twenty-five (25) percent of the total window surface; and

(13) Any sign which:

(a) contains content previously adjudged obscene in the community;

(b) emits audible sound, vapor, smoke, odor particles, or gaseous matter;

(c) obstructs, conceals, hides, or obscures any Government Sign;

(d) presents a hazard to the safety of the public; or

(e) causes radio, television or other communication interference.

(B) Any sign expressly prohibited by this section shall be deemed a nuisance. The Administrator or the Administrator's designee shall issue notices to both the owner of the property on which such sign is located and, to the extent discernable, those persons maintaining and/or owning such signs, giving such persons ten (10) days to

dismantle and remove signs or take action to make such sign conform to the requirements of this Chapter. In the event such a sign presents a hazard to public safety, it may be removed immediately by direction of the Administrator, the Administrator's designee, or any other City official responsible for public safety.

Section 178.21 NONCONFORMING SIGNS.

(A) Any sign which did not conform to the provisions Chapter 178 immediately prior to the effective date of this ordinance, and was not legally permitted and constructed, shall be an illegal nonconforming sign and shall be removed immediately.

(B) Unless otherwise subject to the provisions Section70.20, Florida Statutes, any sign which was legally permitted and constructed, but which does not conform to the provisions Chapter 178, shall be a legal nonconforming sign and shall be governed as provided for herein.

(C) A legal nonconforming sign may not be altered, enlarged, or moved in a way which increases its degree of nonconformity, but any sign or portion thereof may be altered to decrease its degree of nonconformity, except as provided for herein. Notwithstanding the foregoing or section (d) below, a legal nonconforming sign may be reconstructed as a Digital Billboard if doing so would otherwise conform to the requirements of Chapter 178.

(D) A legal nonconforming sign shall not be structurally altered to prolong the life of the sign, except as otherwise provided herein. Reasonable repair and maintenance of nonconforming signs, including change of copy, is permitted, as provided for herein. Reasonable repair and maintenance means the work necessary to keep the sign, including the sign structure, in a good state of repair, but does not include replacement of materials in the sign structure. Reasonable repair does not include:

(1) Any modification that changes the structure, or type of structure, such as conversion of a wooden sign structure to a metal sign structure;

(2) Any modification, including the addition of embellishments, that changes the sign area or the height above ground level; or

(3) Any modification that adds lighting to a sign structure that previously did not contain lighting and does not have the approvals to do so, or changes the existing lighting from printed faces to digital faces without prior approval.

(E) Should a legal nonconforming sign become damaged, destroyed or deteriorated by any means to the extent that it requires more than reasonable repair and maintenance, as defined in subsection (d) above, then the sign shall not be reconstructed except in compliance with this Chapter.

(F) Should a legal nonconforming sign be moved for any reason, it shall thereafter conform to the requirements of this Chapter after it is moved.

(G) A legal nonconforming sign, other than legal nonconforming billboard signs, shall be deemed an abandoned sign and shall be removed if either the sign or the sign structure has not been used, or if the parcel or parcels upon which the sign is located becomes vacant or unoccupied for a period of ninety (90) consecutive calendar days or more.

(H) A legal nonconforming billboard sign shall be deemed an abandoned sign and shall be removed if either the sign or the sign structure has not been used or becomes vacant or unoccupied for a period of twelve (12) consecutive calendar months or more."

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed and all ordinances or parts of ordinances not in conflict herewith are hereby continued in full force and effect.

SECTION 3. It is the intention of the City Council of the City of Palm Bay that the provisions of this Ordinance shall be made a part of the City of Palm Bay Code of Ordinances and the sections may be renumbered to accomplish such intention.

SECTION 4. If any portion, clause, phrase, sentence or classification of this ordinance is held or declared to be either unconstitutional, invalid, inapplicable, inoperative or void, then such declaration shall not be construed to affect other portions of the ordinance; it is hereby declared to be the express opinion of the City Council of the City of Palm Bay that any such unconstitutional, invalid, inapplicable, inoperative or void portion or portions of this ordinance did not induce its passage, and that without the inclusion of any such portion or portions of this ordinance, the City Council would have enacted the valid constitutional portions thereof.

SECTION 5. The provisions within this ordinance shall take effect immediately upon the enactment date.

Read in title only at Meeting No. 2017- , held on , 2017; and read in title only and duly enacted at Meeting No. 2017- , held on , 2017.

_____
William Capote, MAYOR

ATTEST:

_____
Terese M. Jones, CITY CLERK

Reviewed by CAO: _____

CHAPTER 178 APPENDIX A

SCHEDULE OF SIGNS IN COMMERCIAL ZONING DISTRICTS						
Sign Type	***District(s)***	***Maximum Number***	***Maximum Area***	***Maximum Height***	***Placement***	***Illumination***
A-Frame	All	1 per street frontage	16 sq. ft.	10 ft.	Property Line. Temporary	None
Awning	All	1 per street frontage	10% of wall Area	10 ft.	Attached	Int. or Ext.
Banner	All	Non-Regulated.	Non-Regulated.	25 ft. Proposed	20 Day Permit X3	No. None
Bench	All	1 per ____	3 sq. ft.	6 ft.	Non-Residential	None
Billboard	See §178.17	See §178.17	680 sq. ft.	60 ft.	See §178.17	External or Internal
Construction	All	1 per street frontage	16 sq. ft.	10 ft.	10’ from Property line.	None
Directory	All	1 per street frontage	3 sq. ft.	3 ft.	Property Line.	None
Electronic Message	All	1 per street frontage	64 sq. ft.	10’ height @ < 150’ frontage 25’ height @ + 150’ frontage	10’ from Property line.	Internal
Freestanding Frame	All	1 per street frontage	64 sq. ft.	10’ height @ < 150’ frontage 25’ height @ + 150’ frontage	10’ from Property line.	Int/Ext
Future Improvement	All	1 per street frontage	16 sq. ft.	10 ft.	10’ from Property line.	No
Human Sign Holder	All	1 per street frontage	16 sq. ft.	10 ft.	No such Sign shall impede vis. for traffic safety	No None
Inflated	All	1 per street frontage	Non-Restricted.	25 ft.	10’ from Property line. Temp – 3 Day Max.	External or Internal
Marquee	All	1 per street frontage	12 sq. ft.	N/A	Attached	External or Internal
Monument	All	1 per street frontage	64sq. ft.	10’ height @ < 150’	10’ from Property Line.	External or Internal

				frontage 25’ height @ + 150’ frontage		
Pole	All	1 per street frontage	64 sq. ft.	10’ height @ < 150’ frontage 25’ height @ + 150’ frontage	10’ from Property Line.	Internal
Portable	All	1 per street frontage	64 sq. ft.	10 ft.	20 Day Permit	Internal
Pylon	All	1 per street frontage	64 sq. ft.	10’ height @ < 150’ frontage 25’ height @ + 150’ frontage	10’ from Property Line.	Internal
Real Estate	All	1 per street frontage	16 sq. ft.	10ft.	10’ from Property Line.	No
Transit Shelter	All	1 per developed parcel	16 sq. ft.	10 ft.	Right of way.	External or Internal
NO Vehicle	All	1 per street frontage	N/A	N/A	N/A	N/A
Wall	All	1 per street frontage	10% of wall Area Max.	Not Above. Average. Roofline	On Bldg. Principle.	External
Window	All	1 per street frontage	10% of wall Area.	Not Above. Roofline	N/A	N/A

CHAPTER 178 APPENDIX B

SCHEDULE OF SIGNS IN INDUSTRIAL ZONING DISTRICTS						
Sign Type	***District(s)***	***Maximum Number***	***Maximum Area***	***Maximum Height***	***Placement***	***Illumination***
A-Frame	All	1 per street frontage	16 sq. ft.	10 ft.	10’ from Property line.	None
Awning	All	1 per street frontage	10% of Area	Not Greater than roof line.	On Bldg.	External or Internal
Banner	All	Non-Reg. per street frontage	Non-Regulated.	25 ft.	Temporary Permit 20 day max.	None
Bench	All	1 per Parcel?	3 sq. ft.	6 ft.	Non-Residential.	None
Billboard	See §178.17	See §§178.17	680 sq. ft.	60 ft.	See §§178.17	External or Internal
Construction	All	1 per street frontage	16 sq. ft.	10 ft.	10’ from Property line.	None
Directory	All	1 per street frontage	3 sq. ft.	3 ft.	From Property line.	Ext. on Int.
Electronic Message	All	1 per street frontage	64 sq. ft.	10 @ 150’ < ft. 25 @ + 150’	10’ from Property line.	No Cinematic Movement 0 Lumens @ Property line.
Freestanding Frame	All	1 per street frontage	64 sq. ft.	10’ @ 150’ <, ft. 25 @ 150’ >	10’ from Property line.	Int/Ext.
Future Improvement	All	1 per street frontage	16 sq. ft.	10 ft.	10’ from Property line.	None
Human Sign Holder	All	1 per street frontage	16 sq. ft.	10 ft.	No such sign shall impede vision for traffic safety	None
Inflated	All	1 per street frontage	Non-Restricted.	25ft.	10’ from prop. Temp. 3 days Max.	External or Internal
Marquee	All	1 per street frontage	12 sq. ft.	N/A	Attached	External or Internal
Monument	All	1 per street	64 sq. ft.	10 ft.	10’ from	External or

		frontage			Property line.	Internal
Pole	All	1 per street frontage	64 sq. ft.	10’ < 150’ ft. 25’ @ 150 >’	10’ from Property line.	Internal
Portable	All	1 per street frontage	64 sq. ft.	10 ft.	20 day Permit.	Internal
Pylon	All	1 per street frontage	64 sq. ft.	10’ < 150’ ft. 25’ + 150 ’	10’ from Property line.	Internal
Real Estate	All	1 per street frontage	16 sq. ft.	10 ft.	10’ from Property line.	No.
Transit Shelter	All	1 per developed parcel	16 sq. ft.	10 ft.	Right of Way.	No. External or Internal
NO Vehicle	All	1 per street frontage	N/A	N/A	N/A	N/A
Wall	All	1 per street frontage	10% of wall Placement.	Not Above. Average. Roof Line.	On Bldg. Principle.	External
Window	All	1 per street frontage	10% Max. Of Place	N/A	N/A	NO

10’ height @ < 150’ frontage
25’ height @ + 150’ frontage

CHAPTER 178 APPENDIX C

SCHEDULE OF SIGNS IN RESIDENTIAL ZONING DISTRICTS						
Sign Type	***District(s)***	***Maximum Number***	***Maximum Area***	***Maximum Height***	***Placement***	***Illumination***
Construction	All	1 per street frontage	16 sq. ft.	10 ft.	10' from any Property Line.	NO
Directory	All	1 per street frontage	3 sq. ft.	3 ft.	Property Line.	NO
Future Improvement	All	1 per street frontage	16 sq. ft.	10 ft.	10' from any Property line.	NO
Real Estate	All	1 per street frontage	16 sq. ft.	10 ft.	10' from any Property line.	No
Subdivision	All	2 per street frontage	32 sq. ft.	10 ft.	10' sight Vis Triangle Reg.	Internal or External
Transit Shelter	Mixed Use Commercial /Residential	1 per developed parcel	16 sq. ft.	10 ft.	Right of Way	No External or Internal
A-Frame	All	1 per street frontage	16 sq. ft.	10 ft.	Property Line. Temporary	None
Awning	All	1 per street frontage	10% of wall Area	10 ft.	Attached	Int. or Ext.
Banner	All	Non-Regulated.	Non-Regulated.	25 ft. Proposed	20 Day Permit X3	No. None
Bench	All	1 per ____	3 sq. ft.	6 ft.	Non-Residential	None
Billboard	See §178.17	See §178.17	680 sq. ft.	60 ft.	See §178.17	External or Internal
Electronic Message	All	1 per street frontage	64 sq. ft.	10' height @ < 150' frontage 25' height @ + 150' frontage	10' from Property line.	Internal
Freestanding Frame	All	1 per street frontage	64 sq. ft.	10' height @ < 150' frontage 25' height @ + 150' frontage	10' from Property line.	Int/Ext

Human Sign Holder	All	1 per street frontage	16 sq. ft.	10 ft.	No such Sign shall impede vis. for traffic safety	No None
Inflated	All	1 per street frontage	Non-Restricted.	25 ft.	10’ from Property line. Temp – 3 Day Max.	External or Internal
Marquee	All	1 per street frontage	12 sq. ft.	N/A	Attached	External or Internal
Monument	All	1 per street frontage	64sq. ft.	10’ height @ < 150’ frontage 25’ height @ + 150’ frontage	10’ from Property Line.	External or Internal
Pole	All	1 per street frontage	64 sq. ft.	10’ height @ < 150’ frontage 25’ height @ + 150’ frontage	10’ from Property Line.	Internal
Portable	All	1 per street frontage	64 sq. ft.	10 ft.	20 Day Permit	Internal
Pylon	All	1 per street frontage	64 sq. ft.	10’ height @ < 150’ frontage 25’ height @ + 150’ frontage	10’ from Property Line.	Internal
NO Vehicle	All	1 per street frontage	N/A	N/A	N/A	N/A
Wall	All	1 per street frontage	10% of wall Area Max.	Not Above. Average. Roofline	On Bldg. Principle.	External
Window	All	1 per street frontage	10% of wall Area.	Not Above. Roofline	N/A	N/A

The City of Palm Bay Florida

LEGISLATIVE MEMORANDUM

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

FROM: **Gregg Lynk, City Manager**

DATE: **May 4, 2017**

RE: **Memorandum of Understanding between the City of Melbourne and the City of Palm Bay, CHDO Funding Under the HOME Grant**

The City of Palm Bay is entering into a Memorandum of Understanding with the City of Melbourne to support a Community Housing Development Organization (CHDO) project. The City Council approved this expenditure on February 2, 2017 as part of the adoption of the CDBG/HOME Action Plan.

Support for the CHDO project is prorated through the Brevard County HOME Consortium.

REQUESTING DEPARTMENT:
Growth Management

FISCAL IMPACT:
The Memorandum of Understanding with the City of Melbourne will authorize a maximum of $38,310.00 of Palm Bay CHDO funds to be transferred to the Melbourne CHDO project.

RECOMMENDATION:
Motion to authorize the City Manager to execute the Memorandum of Understanding.

Attachment: 1) Memorandum of Understanding

SB/cp/ab

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE CITY OF MELBOURNE and THE CITY OF PALM BAY

This Memorandum of Understanding ("MOU") is made and entered into by and between the City of Melbourne, a Florida municipal corporation ("Melbourne") and the City of Palm Bay, a Florida municipal corporation ("Palm Bay").

WITNESSETH

WHEREAS, the National Affordable Housing Act of 1990 has authorized the U.S. Department of Housing and Urban Development, (hereinafter referred to as "HUD"), to provide financial assistance through the HOME Investment Partnerships Program ("HOME") to local governments to strengthen public-private partnerships and to expand the supply of decent, safe, sanitary, and affordable housing, with primary attention to rental housing, for very low-income and low-income families; and

WHEREAS, Brevard County, while eligible to receive HOME funds as an Urban County, is desirous of increasing local receipt of federal funding for the provision of affordable housing through an interlocal agreement; and

WHEREAS, pursuant to 24 CFR Part 92.101, Brevard County in partnership with the cities of Cocoa, Titusville, Melbourne and Palm Bay receives HOME funds through a consortium known as the Brevard County HOME Consortium established by that certain Interlocal Agreement Between Brevard County Florida, the City of Titusville, the City of Cocoa, the City of Melbourne and the City of Palm Bay Florida providing for Participation in the Formation of a Consortium Relating to the U.S. Department of HUD HOME Investment Partnership Program dated July 11, 2000 as renewed (the "Interlocal"); and

WHEREAS, pursuant to the Interlocal, Melbourne and the County entered into a disbursement agreement dated March 2, 2017 allocating HOME funds to Melbourne, which agreement is incorporated herein by reference; and

WHEREAS, pursuant to the Interlocal, Palm Bay and Brevard County entered into a disbursement agreement dated February 16, 2017 allocating HOME funds to Palm Bay, which agreement is incorporated herein by reference; and

WHEREAS, the Consortium HOME Investment Partnerships Program administered by Brevard County allows HOME consortium members to amend their budgets and share HOME funding to meet HOME expenditure deadlines; and

WHEREAS, Palm Bay desires to transfer $38,310.00 in FY 2015-2016 HOME CHDO funds to Melbourne to construct an affordable housing project at 2905 Lipscomb Street.

The purpose of this MOU is to list the funding contributions from Palm Bay and Melbourne and the duties and responsibilities of both parties regarding that certain project defined
as an affordable housing project at 2905 Lipscomb Street more particularly described in that certain Request for Proposal of the City of Melbourne identified as *RFP 2014-2015 HOME Proposal-CHI*, and corresponding proposal, as amended, and the funding agreement between the City of Melbourne and the approved Community Housing Development Organization ("CHDO") related to the same (the "Project"). Melbourne will be responsible for the oversight, development and on-going HOME program monitoring of the Project in partnership with the approved CHDO in accordance with the CHDO program.

The parties understand and agree that the CHDO will be the Sponsor on the Project, acting in accordance with all HOME requirements for successful implementation of the Project. Melbourne will require the CHDO to construct and complete construction on the Project.

SECTION 1. FUNDING INCLUDING PROJECT SOURCES AND USES

The maximum subsidy limits for this project shall not exceed is $240,713.00 including developers fees. The projected sources and used of funds are as follows:

Description of Project Sources	Subsidy	Private Funds	Project Sources Total
Fair Housing Continuum		$ 30,000.00	
City of Melbourne HOME CHDO Funds	$122,400.00		
City of Palm Bay HOME CHDO Funds	$ 38,310.00		
City of Melbourne CDBG Demolition and Clearance Funds	$ 4,538.00		
Project Sources	**$165,248.00**	**$30,000.00**	**$195,248.00**

Description of Use of Funds		Amount	%
New Construction (4 Bedroom, 2 Bath home)	$	154,175.00	79%
Appliances	$	1,750.00	1%
Fence	$	2,500.00	1%
Subsidy Layering and Underwriting Review	$	2,855.00	1%
Demolition and Clearance	$	4,538.00	3%
SUB - TOTAL	**$**	**165,818.00**	**82%**
Project Developer's Fee	$	15,892.50	10%

Contingency Funds	$	13,537.50	8%
PROJECT USES TOTAL	**$**	**195,248.00**	**100%**

*These are estimated amounts; actual amounts may vary.

SECTION 2. MELBOURNE RESPONSIBILITIES

2.1. Melbourne shall perform CHDO program oversight and grant management to the CHDO during the construction phase of the Project. Melbourne shall monitor compliance with HOME program requirements for the duration of the affordability period. The affordability period shall be defined as the first day after project completion in the disbursement and information system established by HUD. Project completion shall be defined as the date the project is completed and closed in the disbursement and information system. The affordability period shall be ensured through a lien on the property in the form of a Land Use Restriction Agreement.

2.2. The City will ensure all of HUD's HOME Program and applicable City of Melbourne and the Florida building code requirements are met by conducting inspections. Also, Melbourne shall ensure the CHDO meets income eligibility requirements and all HOME Program requirements.

2.3. Any and all copies of project documents, monitoring reports and any correspondence related to this project shall be provided to Palm Bay upon request.

2.4. All Program Income and recaptured funds generated by approved activities shall be retained, tracked and utilized for additional eligible activities by Melbourne.

2.5. Melbourne shall inspect the property throughout the construction period to ensure compliance with all HOME Program requirements.

SECTION 3. PALM BAY RESPONSIBILITIES

3.1. Palm Bay's role is to financially support the Project and help make implementation of the Project feasible. Palm Bay shall commit to providing HOME CHDO funds in the amount of $38,310.00 to the Project.

3.2. Palm Bay shall cooperate with Melbourne and Brevard County to authorize reimbursement from Brevard County to Melbourne (or the CHDO of the Project, as the case may be) pursuant to the Interlocal and the Consortium HOME Investment Partnership Program administered by Brevard County, which program the parties understand and agree to allow HOME consortium members to amend their budgets and share HOME funding to meet HOME expenditure deadlines. Brevard County HOME Consortium Disbursement Agreement and shall be reimbursed $38,310.00

SECTION 4. OTHER PROVISIONS

4.1 The parties understand and agree that Brevard County may require each party to amend its Brevard County HOME Consortium disbursement agreement in order to reflect the $38,310.00 CHDO funds transferred from Palm Bay to Melbourne as contemplated in this MOU.

4.2 If the funding agreement between Melbourne and the CHDO is terminated by either party or the Project is not completed within the designated timeframes, Palm Bay shall not be obligated to contribute funding to the Project.

4.3 In accordance with 24 CFR 85.43, suspension or termination may occur if Melbourne materially fails to comply with any term of this Agreement. The Agreement may also be terminated for convenience in accordance with 24 CFR 85.44, which provides for termination for mutual convenience or partial termination for specified reasons.

4.4 Melbourne and Palm Bay hereby agree that the following events constitute a material failure sufficient to warrant suspension of payments:

a) Improper use of HOME funds.
b) Failure to comply with terms of this Agreement
c) Intentional submittal of incorrect or incomplete documentation in any material respect.

WITNESS OUR HANDS EFFECTIVE _____2017.

CITY OF MELBOURNE, a Florida municipal corporation

_____
Michael A. McNees
City Manager

[City Seal]

ATTEST:

_____
Cathy Wysor, City Clerk

CITY OF PALM BAY, a Florida municipal corporation

_____
Greg Lynk
City Manager

[City Seal]

ATTEST:

_____
Terese Jones, City Clerk

The City of Palm Bay Florida

LEGISLATIVE MEMORANDUM

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

FROM: **Gregg Lynk, City Manager**

DATE: **May 4, 2017**

RE: **Memorandum of Understanding between the City of Cocoa and the City of Palm Bay, CHDO Funding Under the HOME Grant**

The City of Palm Bay is entering into a Memorandum of Understanding with the City of Cocoa to support a Community Housing Development Organization (CHDO) project. The City Council approved this expenditure on February 2, 2017 as part of the adoption of the CDBG/HOME Action Plan.

Support for the CHDO project is prorated through the Brevard County HOME Consortium.

REQUESTING DEPARTMENT:
Growth Management

FISCAL IMPACT:
The Memorandum of Understanding with the City of Cocoa will authorize a maximum of $49,900.00 of Palm Bay CHDO funds to be transferred to the Cocoa CHDO project.

RECOMMENDATION:
Motion to authorize the City Manager to execute the Memorandum of Understanding.

Attachment: 1) Memorandum of Understanding

SB/cp/ab

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE CITY OF COCOA and THE CITY OF PALM BAY

This Memorandum of Understanding (MOU)**,** made and entered into this ____ day of _____, 2017, by and between the City of Cocoa (hereinafter "Cocoa), and the City of Palm Bay (hereinafter "Palm Bay"), Florida, municipalities.

WITNESSETH:

WHEREAS, the National Affordable Housing Act of 1990 has authorized the U.S. Department of Housing and Urban Development, (hereinafter referred to as "HUD"), to provide financial assistance through the HOME Investment Partnership Program ("HOME") to local governments for the production of affordable housing; and

WHEREAS, Brevard County, while eligible to receive HOME funds as an Urban County, is desirous of increasing local receipt of federal funding for the provision of affordable housing through an Interlocal Agreement; and

WHEREAS, pursuant to 24 CFR Part 92.101, Brevard County in partnership with the cities of Cocoa, Titusville, Melbourne, and Palm Bay receives HOME Investment Partnership (HOME) funds through a consortium, called the Brevard County HOME Consortium.

The purpose of this Memorandum of Understanding (MOU) is to list the funding contributions from each City and Brevard County, and the duties and responsibilities of the City of Cocoa. As the lead agency, Cocoa will be responsible for the oversight and on-going HOME Investment Partnership (HOME) Program monitoring of the completion of four (4) single-family housing units (400 and 404 D Street, 345 and 349 Lucas Lane) in partnership with the Community Housing Development Organization. The CHDO may develop all four (4) units at the same time.

The CHDO will be the Developer on this project, acting in accordance with all HOME requirements for successful implementation of the project. The CHDO will complete the four (4) single family homes, three (3) bedroom, two (2) bathroom, one-car garage homes at 345 Lucas Lane, 349 Lucas Lane, 400 D Street, and 404 D Street. The CHDO shall find qualified income eligible buyers and keep all records relating to the buyers as well as, the properties and will provide support to the homebuyers until closing and beyond as indicated. At closing, title shall transfer from the CHDO to the homeowner. A lien shall be placed on the property for the amount of HOME development subsidy and down payment assistance in accordance with HOME regulations.

CONTRIBUTION BY AGENCY

The total HOME and Community Housing Development Organizations (CHDO) funds allocated to the Project shall not exceed $600,000 including developer fees. The projected sources and uses of funds are as follows:

SOURCE OF FUNDS:			AMOUNT	% TOTAL
City of Cocoa	Program Income -	$209,723	$216,081	38%
	CHDO -	$ 6,358		
Brevard County Funds	Entitlement -	$250,000	$303,919	53%
	CHDO -	53,919		
City of Palm Bay	CHDO -	$ 49,900	$ 49,900	9%
TOTAL:			**$569,900**	100%
USE OF FUNDS:				
Completion			$569,900 *	
Subtotal:			$569,900 *	100%
Construction Costs/Inspection Fees/Down Payment Assistance/Developer Fee			$569,900 *	100%
TOTAL:			**$569,900***	**100%**

*These are estimated amounts, actual amounts may vary.

CITY OF COCOA RESPONSIBILITIES

1. The City of Cocoa's role is primary funder and grant manager for the Project. City staff will perform project oversight and grant management to the CHDO during the construction phase. The City shall monitor compliance with HOME Program requirements for the duration of the HOME affordability period. The affordability period will begin on the first day after project completion in IDIS. Project completion shall be defined as the date the project is completed and closed in IDIS. The affordability period shall be ensured through a lien on the property or a Land Use Restriction Agreement (LURA). A LURA shall only be used for resale provisions.

2. The City of Cocoa shall ensure all of HUD's HOME Program and Florida Building Code requirements are met. Also, the City of Cocoa shall ensure homebuyers occupying the units meet income eligibility requirements and all HOME Program requirements. The City of Cocoa's Housing and Neighborhood Services Division will continue to monitor the Project according to the terms outlined in the Agreement.

3. The City of Cocoa shall perform the Environmental Review on the Project and shall be responsible to ensure the project is in compliance with all HOME Program Rules.

4. A copy of any project documents, monitoring reports and any correspondence related to this project shall be provided to the City of Palm Bay upon request.

CITY OF PALM BAY RESPONSIBILITIES

The City of Palm Bay's role is funder. Upon approval of this MOU, the City of Palm Bay shall commit to providing HOME CHDO funds in the amount of $49,900 to the project.

If the Agreement between the City of Cocoa and the CHDO is terminated by either party or the project is not completed within the designated timeframes, all funds received from the City of Palm Bay shall be reimbursed.

WITNESS OUR HANDS EFFECTIVE _____2017.

ATTEST: **CITY OF COCOA:**

_____ _____

Carie Shealy, City Clerk John A. Titkanich, Jr., City Manager

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____ who is personally known to me, or produced _____as identification, and who did not take an oath.

Stamp: _____

Notary Public Date

ATTEST: **CITY OF PALM BAY:**

_____ _____

Terese Jones, City Clerk Gregg Lynk, City Manager

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____ who is personally known to me, or produced _____as identification, and who did not take an oath.

Stamp: _____

Notary Public Date

The City of Palm Bay Florida

LEGISLATIVE MEMORANDUM

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

FROM: **Gregg Lynk, City Manager**

DATE: **May 4, 2017**

RE: **Use of Unbudgeted Building Division cash funds for the purchase of three Nissan Frontier trucks**

The Building Division desires to purchase three light trucks using the Florida Sheriffs Association & Florida Association of Counties Contract specification sheet. Fleet Services redlined two of the Building Division trucks for replacement, and the third truck is for the newly hired Senior Building Inspector.

The cost for a Nissan Frontier is $17,384.00 (including tag/title, tint, and dealer-programmed spare keys). The Senior Building Inspector truck will incur an additional charge of approximately $345.00 for the purchase of a laptop mount and inverter.

FISCAL IMPACT:
Funding is available from a Building Division cash fund for appropriation of $52,496.00 into account 451-3320-524-6403. The funding will be placed on the next budget amendment.

REQUESTING DEPARTMENT:
Growth Management Department

RECOMMENDATION:
Motion to approve use of the Building Division cash funds to purchase three (3) light trucks for the Building Division.

Attachment: 1) Specification Sheet

SB/cp

FLORIDA SHERIFFS ASSOCIATION
& FLORIDA ASSOCIATION OF COUNTIES

COMPACT EXTENDED CAB PICKUP TRUCK - 4X2
SPECIFICATION #45

2017 Nissan Frontier KC (31117)

The Nissan Frontier KC (31117) purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$17,121.00	$16,996.00	$17,022.00	$17,022.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

VEHICLE:	Frontier KC (31117)			
DEALER:	DeLand Nissan	Rountree-Moore Nissan	ALAN JAY NISSAN, INC.	ALAN JAY NISSAN, INC.
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$17,121.00	$16,996.00	$17,022.00	$17,022.00

Order Code	Delete Options	Western	Northern	Central & Southern
	AM/FM stereo radio	NA	NA	NA
	Air conditioning	NA	NA	NA
31157 [1] 31157 [2] 31157 [3]	Manual transmission in lieu of automatic transmission *5-speed Manual Transmission 4.083 Final Drive Ratio This becomes a non cancel-able order;* [1] *(Payment in full required prior to placement of order from manufacturer)* [3]	($2,457.00)[1]	$400.00[2]	$200.00[3]
	On-Star	NA	NA	NA

Order Code	Add Options	Western	Northern	Central & Southern
DRYCELL [3]	Battery, 650 cca or greater *Dealer provided 700cca minimum Drycell Battery.* [3]	NA	NA	$379.00[3]
	Bi-fuel model - specify	NA	NA	NA
	Diesel Engine	NA	NA	NA
31517 [1] 31517 [2] 31517 [3]	Engine upgrade - specify *4.0-liter DOHC V6 Engine (261 hp / 281 lb-ft) 5-speed Automatic Transmission, Engine Cover, This model includes the SV Upgrade package:* [1] *4.0 Ltr V-6 w/ SV Trim Level* [2] *V6 SV package includes: 4.0L 24v V6 with 5-speed automatic transmission, 5,589 GVWR, 130amp alternator, transmission with oil cooler, 16" alloy wheels, BFG long trail OWL P265/70R16 tires, body colored front bumper, black power mirrors, manual sliding rear window with, bed rail caps, 5" color streaming DIC upgraded radio, SAT radio capability, steering wheel audio controls, tilt steering wheel, SV cloth seat surfaces, driver info center, power windows/locks, remote keyless, cruise control, 3 AUX outlets, overhead console with map lights, upgraded visors.* [3]	$2,964.00[1]	$2,970.00[2]	$3,469.00[3]
	Limited slip differential *Active brake limited slip standard* [3]	NA	Std	NA[3]
3rd key [1] 3K [2] 3K [3]	Additional Key(s) or Key Fob(s) when applicable *Key only; additional key with remote $347.00* [1] *Dealer provided third key ~~//~~ If FOB Needed w/ SV Trim Level= $ 396* [2] *Dealer provided and programmed 3rd key only. - or - (3KR - Dealer provided and programmed 3rd key and remote $373.)* [3]	$150.00[1]	$199.00[2]	$149.00[3]
	AM/FM radio with single CD	Std	Std	Std
L92 [1] FLO [2] L92 [3]	Floor mats *Factory mats* [1] *WT/FL = Weathertech Floor Liners = $239* [2]	$135.00[1]	$135.00[2]	$139.00[3]
31317 [1] 31517 [2] 31317 [3]	Manufacturer's model upgrade package (specify pkg. bid) *SV Model Upgrade includes: 16" Alloy Wheels P265/70R16 OWL BFG Long Trail Tires, Body-color Front Bumper, Dual Power Outside Mirrors, Manual Sliding Rear Window with Lock, Manual Tilt Steering Column, Cruise Control, Oil Pressure and Volt Gauges, Remote Keyless Entry, Power Door Locks with Auto-locking Feature, Power Windows with Driver-side One-touch Auto-down, Overhead Console with Sunglass Holder, Dual Overhead Map Lights, Sun Visors with Vanity Mirrors, Additional 12-volt DC Power Outlet, 4-speaker AM/FM/CD Audio System with 5.0"*	$2,255.00[1]	$2,260.00[2]	$2,749.00[3]

VEHICLE:	Frontier KC (31117)			
DEALER:	DeLand Nissan	Rountree-Moore Nissan	ALAN JAY NISSAN, INC.	ALAN JAY NISSAN, INC.
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$17,121.00	$16,996.00	$17,022.00	$17,022.00

	Color Display NissanConnectTM with Navigation + NissanConnectTM Apps, 5" color display, USB connection port for iPod® interface and other compatible devices, Streaming audio via Bluetooth®, SiriusXM Satellite Radio, Hands-free text messaging, assistant, Smartphone apps integration for iPhone and Android phones, Auxiliary Input, Bluetooth® Hands-free Phone System, Nissan Vehicle Immobilizer System; [1] *SV Trim Level PKG includes: 16" alloy wheels, OWL P265/70R16 tires, body colored front bumper, black power mirrors, manual sliding rear window w/ privacy glass, chrome door handles, bed rail caps, 5" color streaming DIC (upgraded radio w/ USB & Ipod connectivity), SAT radio capability, blue tooth, steering wheel audio controls, tilt steering wheel, SV cloth seat surfaces, driver info center, power windows/locks, remote keyless, cruise control, 3 AUX outlets, overhead console with map lights, upgraded visors.* [2] *SV package includes: 16" alloy wheels, BFG long trail OWL P265/70R16 tires, body colored front bumper, black power mirrors, manual sliding rear window w/ privacy glass, chrome door handles, bed rail caps, 5" color streaming DIC upgraded radio, SAT radio capability, steering wheel audio controls, tilt steering wheel, SV cloth seat surfaces, driver info center, power windows/locks, remote keyless, cruise control, 3 AUX outlets, overhead console with map lights, upgraded visors.* [3]			
	Power windows/door locks *Included in SV Model Upgrade Package* [1] *SV Trim Level PKG includes: 16" alloy wheels, OWL P265/70R16 tires, body colored front bumper, black power mirrors, manual sliding rear window w/ privacy glass, chrome door handles, bed rail caps, 5" color streaming DIC (upgraded radio w/ USB & Ipod connectivity), SAT radio capability, blue tooth, steering wheel audio controls, tilt steering wheel, SV cloth seat surfaces, driver info center, power windows/locks, remote keyless, cruise control, 3 AUX outlets, overhead console with map lights, upgraded visors.* [2] *Included and only available with SV package upgrades.* [3]	NA[1]	$2,260.00[2]	NA[3]
	Seat trim upgrade - specify *Included in SV Model Upgrade Package* [1]	NA[1]	NA	NA
	Side air bags	Std	Std	Std
K01 [1] 31517 [2]	Speed control/tilt steering wheel *S Preferred Package (Base Model Only) Air Conditioning (Push type), Bluetooth® Hands-free Phone System, Steering Wheel Audio Controls,CRUISE CONTROL, Roof Console w/ Sunglass Holder, AM/FM/1CD w/ Aux, Front reading/map lamps: DOES NOT INCLUDE TILT WHEEL* [1] *SV Trim Level PKG includes: 16" alloy wheels, OWL P265/70R16 tires, body colored front bumper, black power mirrors, manual sliding rear window w/ privacy glass, chrome door handles, bed rail caps, 5" color streaming DIC (upgraded radio w/ USB & Ipod connectivity), SAT radio capability, blue tooth, steering wheel audio controls, tilt steering wheel, SV cloth seat surfaces, driver info center, power windows/locks, remote keyless, cruise control, 3 AUX outlets, overhead console with map lights, upgraded visors.* [2] *Included and only available with SV package upgrades.* [3]	$1,285.00[1]	$2,260.00[2]	NA[3]
31517 [2]	Sliding rear window *Included in SV Model Upgrade Package: Contact dealer for After-Market install* [1] *SV Trim Level PKG includes: 16" alloy wheels, OWL P265/70R16 tires, body colored front bumper, black power mirrors, manual sliding rear window w/ privacy glass, chrome door handles, bed rail caps, 5" color streaming DIC (upgraded radio w/ USB & Ipod connectivity), SAT radio capability, blue tooth, steering wheel audio controls, tilt steering wheel, SV cloth seat surfaces, driver info center, power windows/locks, remote keyless, cruise control, 3 AUX outlets, overhead console with map lights, upgraded visors.* [2] *Included and only available with SV package upgrades.* [3]	NA[1]	$2,260.00[2]	NA[3]
	Backup alarm, factory installed	NA	NA	NA

VEHICLE:	Frontier KC (31117)			
DEALER:	DeLand Nissan	Rountree-Moore Nissan	ALAN JAY NISSAN, INC.	ALAN JAY NISSAN, INC.
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$17,121.00	$16,996.00	$17,022.00	$17,022.00

VAL [2] K02 [3]	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle)- factory installed *SV Value Pkg.(Req. 31317 SV V-6 Ordered) Includes: Vehicle Security System, Utili-Track Channel System, Fog Ligvhts, Dual Zone A/C, Rear View Camera, Class IV Rec. Hitch & Factory Spray-in-Bedliner and more* [2] *SV Value truck package: Vehicle security system, utili-track system with 4 adjustable tiedown cleats, dual zone auto A/C, leather shift knob, floor mats, fog lamps, rear view monitor with rear sonar system, heated front seats, spay in bed liner, auto dimming rear view mirror with compass and temperature, trailer hitch, sliding bed extender, 2 additional speakers, and leather wrapped steering wheel, requires SV V6 upgrade.* [3]	NA	$1,980.00[2]	$1,989.00[3]
BUC [1] BUC [2] BUC [3]	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - dealer installed *Dealer installed backup camera with rear view mirror mounted monitor.* [3]	$790.00[1]	$679.00[2]	$679.00[3]
A92-Bedliner [1] A92 [2] A92 [3]	Bedliner *Under Rail Bedliner* [1] *Bedliner & Hitch* [2] *Under the rail plastic type bed liner.(DBL - Dealer provided plastic drop in bed liner $325)* [3]	$355.00[1]	$625.00[2]	$359.00[3]
Spray Bedliner [1] SBL [2] SOB [3]	Spray-on bedliner (Rhino, Line-X or approved equivalent) *Dealer installed HD Spray-on-Bed liner.* [3]	$575.00[1]	$560.00[2]	$579.00[3]
Cab Shield [1] C/SLD [2] HAR [3]	Cab shield headache rack (protects back of cab)	$525.00[1]	$565.00[2]	$497.00[3]
	Chassis with Knapheide, or approved equivalent utility body *Call Dealer for Special Requirements* [1]	NA[1]	NA	NA
	Daytime running lights	NA	NA	NA
Backup Alarm [1] BUA [2] BUA [3]	Backup alarm, dealer installed *Peterson V780 97Db* [1] *Dealer installed 90db back up alarm.* [3]	$149.00[1]	$183.00[2]	$179.00[3]
Fiberglas Lid [1] FTC [2] FTC [3]	Fiberglass tonneau cover (painted to match) *Add $300.00 for Roll-N-Lock in lieu of Fiberglas* [1] *UTC= Undercover Black Composite Tonneau Cover = $1,290* [2] *(BSL1200 - 1,200lb capacity Cargo Ease bed slide with rubber mat and 4" Sides $1338) - or - (R~N~L - Upgrade to Roll~N~Lock cover in lieu of fiberglass tonneau ADD $297)* [3]	$1,510.00[1]	$1,490.00[2]	$1,495.00[3]
Fiberglas Topper [1] FHT [2] ECHO [3]	Fiberglass cab high topper with front, side and rear windows (painted to match) *Add $380.00 for swing-up side door access* [1] *Add $385 for both side access windows* [2] *Ranch Echo topper with fixed framed picture windows. - or - (ECHO-WD - Ranch Echo topper with side access windoors $2070.) - or - (SIERRA-SS - Ranch Sierra topper with solid sides $1975.) - add - (FCH-LR - TracRac aluminum roof rack system with two cross bars & 4 adjustable load stops $995.)*[3]	$1,710.00[1]	$1,735.00[2]	$1,695.00[3]
	Front license bracket	Std	Std	NA
	Full size spare tire and rim	Std	Std	Std

VEHICLE:	Frontier KC (31117)			
DEALER:	DeLand Nissan	Rountree-Moore Nissan	ALAN JAY NISSAN, INC.	ALAN JAY NISSAN, INC.
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$17,121.00	$16,996.00	$17,022.00	$17,022.00

Alum Tool BX [1] ATB [2] ATB-LP-18 [3]	Heavy duty aluminum tool box *14" deep box* [1] *HD Aluminum Diamond Plate Tool Box 14" Deep ~~//~~ 18" Deep $495* [2] *Dealer Provided HD Aluminum Diamond Plate Low Pro Tool Box 18" Depth - and - (SAFE-T - Fire extinguisher, first aid kit, and road triangles $329).* [3]	$438.00[1]	$485.00[2]	$469.00[3]
A93 [1] A93 [2] A93 DB2 [3]	Heavy duty towing package up to 3,500 lbs. *Bedliner and Hitch Factory Option: REQUIRES v-6 sv mODEL uPGRADE (OPTION 31517) Dealer supplied 2" Ball mount and pin and clip, 2" ball,* [1] *Requires V6 upgrade- Includes: A92= bed liner W/ 2" Bar & Ball ~~//~~ Dealer Installed Class III Rec. Hitch W/ 2" Bar & Ball $535 - You may need to consider the V-6 Option* [2] *Requires SV V6 upgrade, Includes A92 bed liner, factory receiver hitch, draw bar, 2" ball, pin, and clip.* [3]	$694.00[1]	$620.00[2]	$729.00[3]
	Immobilize daytime running lights	NA	NA	NA
Single Spot [1] L-SPOT [3]	Left-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed *Add $175.00 for LED* [1] *Add $200 for LED light* [3]	$480.00[1]	NA	$520.00[3]
Dual Spot [1] LR-SPOT [3]	Left & right-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed *Add $350.00 for LED* [1] *Add $400 for LED lights* [3]	$925.00[1]	NA	$1,050.00[3]
	Long bed model, minimum 83.4" inside box length, with minimum 113.5" and maximum 118.0" WB	NA	NA	NA
Nitro fill [1] NITRO [2] N2 [3]	Nitrogen filled tires including spare tire	$145.00[1]	$145.00[2]	$169.00[3]
	Manufacturer's certified factory utility body - specify	NA	NA	NA
	Pipe rack w/expended metal basket over cab (for utility body)	NA	NA	NA
Pipe Rack [1] P/RCK [2] SFB ####.### [3]	Pipe rack w/expanded metal basket over cab (for pickup bed) *Rack-it Sure Fit streamline 1000 series modular powder coated truck rack, does not include expanded metal basket over cab - add - (9115 - Beacon mount for Rack-it rack $65 each, plus beacon) - add - (RS-2BK - Rack-it rack strap (pair) for load securement $150) - or - (1200ATR - Weather Guard aluminum material rack $1087, does not include expanded metal basket over cab) - add - (RAILS - Add side rails to the 1200ATR , add $882) - add - (CROSS - Add one additional cross member to the 1200ATR add $199).*[3]	$1,275.00[1]	$1,750.00[2]	$1,255.00[3]
	Powder coating	NA	NA	NA
Rain Shields [1] R/V-F [2] RSF [3]	Rainshields - flange style *Front doors* [2] *Front door glass only.* [3]	$155.00[1]	$149.00[2]	$145.00[3]
Ladder Rack [1] SL/RCK [2]	Single ladder rack side mounted (specify street or curbside)	$750.00[1]	$735.00[2]	NA
Vent Visors [1] RS [3]	Vent visors - stick-on style *Front door glass only.* [3]	$145.00[1]	NA	$145.00[3]

VEHICLE:	Frontier KC (31117)			
DEALER:	DeLand Nissan	Rountree-Moore Nissan	ALAN JAY NISSAN, INC.	ALAN JAY NISSAN, INC.
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$17,121.00	$16,996.00	$17,022.00	$17,022.00

Safety kit [1] L/BAR [2] WGG [3]	Optional equipment - specify *Fire Extinguisher and flare kit* [1] *All LED Lighbar w/ Work & Side Lights plus Rear Directional with Controller --Advise Color when Ordering* [2] *Dealer installed wrap around grille guard , add $300 for winch mount plate. - add - (8KW - Warn 8,000lb recovery winch with remote $1195).* [3]	$86.00[1]	$1,850.00[2]	$995.00[3]
strobes [1] 4C/LED [2] RSL [3]	Optional equipment - specify *4 corner strobes surface mount* [1] *Four (4) Corner Strobe LED* [2] *Roadside lighting package Incudes: Four corner hide away LED kit, 8 LED traffic advisor mounted in rear window glass, (SPLIT AMBER/CLEAR) Grille lights, wired to factory upfitter switches or 6-switch controller. - or - (ALB-TA - Amber LED Light Bar with Front Takedowns, Side Alley lights, and Rear Arrow Stick Traffic Advisor $1895) - add - (20074- LED Go Light with dash and wireless remote, installed $696.)* [3]	$590.00[1]	$618.00[2]	$1,729.00[3]
Computer mount [1] WGG [2] RAM-VB-###-SW1 [3]	Optional equipment - specify *Wrap Around Grill Guard ~~//~~ Add $300 for winch mount plate ~~//~~ 8K/W= 8,000 lbs. Winch w/ Remote = $1,247* [2] *Ram vehicle specific no-drill laptop mount, includes freight and installation. - add - (806-1206 - 600w pure sine wave inverter, installed $429.) - add - (806-1210-PU - Xantrex 1000w Pure Sine wave Power Inverter mounted behind passenger seat or under rear seat curbside, includes 808-9001 Xantrex user control / ignition control switch mounted to dash. $798) - add - (806-1220-PU - Xantrex 2000w Pure Sine wave Power Inverter mounted behind passenger seat or under rear seat curbside, includes 808-9001 Xantrex user control / ignition control switch mounted to dash. $1220).* [3]	$510.00[1]	$1,138.00[2]	$519.00[3]
Grill guard [1] RS/SK [2] DT2 [3]	Optional equipment - specify *Wrap around grill guard: Add $300.00 for winch plate* [1] *Road Side Safety Kit: 25 Person First Aid Kit, 5 lbs Fire Ext, & Three (3) Ref. Triangles w/ case* [2] *Factory rear deep tint glass standard, florida legal deep tint film on all front door glass, add $49 for front windshield strip.- and - (WTF -HD molded floor liner system, two rows $299)* [3]	$1,090.00[1]	$269.00[2]	$149.00[3]
Winch [1] COMM/TOP [2] 3BLS [3]	Optional equipment - specify *8000# winch with remote: requires grill guard and mounting plate* [1] *Aluminum Commercial Topper (WHITE: 23" High, Front Window, Full Length Side Doors w/Driver & Passenger Side Tool Boxes including 1 Vertical & 1 Horizontal Divider, Rear lift Up Door w/Window, Ladder Rack, 20" LED Interior Light ~~//~~ Fiberglass Commercial Topper Painted to Match = $520 ~~//~~ Double Swing / Barn Doors w/ vertical glass Rear in lieu of lift up door = $380* [2] *3rd Brake Light Safety Pulse (Pulses 3rd Brake Light (4) times upon application of brake pedal to increase driver awareness behind you when stopping)* [3]	$1,190.00[1]	$3,248.00[2]	$229.00[3]
Labor rate [1] LABOR [2] LABOR [3]	Labor rate per hour *(Labor Rates Based on Single Vehicle Build) - and - (MUNI-FI - Municipal finance for any essential use vehicle and equipment for all qualified government entities. Rate subject to lender approval, dealer participation not to exceed 2% of transaction amount. Payments in advance or arrears to be made quarterly, semi-annually, or annually for up to a 5 year term with a $1.00 dollar end of lease buyout $1.)* [3]	$99.00[1]	$115.00[2]	$105.00[3]
New Tag [1] N/TAG [2] NEW-TAG [3]	New state tag (specify state, county, city, sheriff, etc.) *Includes secure overnight delivery* [1] *Includes temp tag & two way overnight shipping for signature.* [3]	$146.00[1]	$189.00[2]	$248.33[3]
Transfer Tag [1] TRANS [2] TRANS-TAG [3]	Transfer existing registration (must provide tag number) *Includes secure overnight delivery* [1] *Includes temp tag & two way overnight shipping for signature.* [3]	$120.00[1]	$169.00[2]	$198.85[3]

VEHICLE:	Frontier KC (31117)			
DEALER:	DeLand Nissan	Rountree-Moore Nissan	ALAN JAY NISSAN, INC.	ALAN JAY NISSAN, INC.
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$17,121.00	$16,996.00	$17,022.00	$17,022.00

Temp Tag [1] TEMP [2] TEMP-TAG [3]	Temporary tag	$20.00[1]	$45.00[2]	$45.25[3]
MEP3 [3]	Maintenance Plan - specify *Maintenance Elite Plus 5,000 mile interval 3 years 35,000 miles maintenance plan (Tire Rotation, LOF, Inspection, Roadside assist, key retrieval, key replacement, trip planning)* [3]	NA	NA	$709.00[3]
MEP4 [3]	Maintenance Plan - specify *Maintenance Elite Plus 5,000 mile interval 4 years 50,000 miles maintenance plan (Tire Rotation, LOF, Inspection, Roadside assist, key retrieval, key replacement, trip planning)* [3]	NA	NA	$866.00[3]
MEP5 [3]	Maintenance Plan - specify *Maintenance Elite Plus 5,000 mile interval 5 years 60,000 miles maintenance plan (Tire Rotation, LOF, Inspection, Roadside assist, key retrieval, key replacement, trip planning)* [3]	NA	NA	$954.00[3]
RCND [1] GOLD575 [3]	Warranty - specify *GOLD PREFERRED 6 YR / 75,000 MILE (0) DEDUCTIBLE* [1] *Call for pricing* [2] *Gold 5 yr 75k mile extended warranty ($0 Deductible)(Add $1200 for emergency use)* [3]	$2,135.00[1]	NA[2]	$1,552.00[3]
RCNF [1] PC575 [3]	Warranty - specify *GOLD PREFERRED 7 YR / 100,000 MILE (0) DEDUCTIBLE* [1] *Platinum 5 yr 75k mile extended warranty ($0 Deductible)(Add $1200 for emergency use)* [3]	$2,835.00[1]	NA	$1,676.00[3]
RCN9 [1] PC6100 [3]	Warranty - specify *GOLD PREFERRED 8 YR /120,000 MILE (0) DEDUCTIBLE* [1] *Platinum 6 yr 100k mile extended warranty ($0 Deductible)(Add $1200 for emergency use)* [3]	$3,585.00[1]	NA	$1,982.00[3]

The City of Palm Bay Florida

LEGISLATIVE MEMORANDUM

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

FROM: **Gregg Lynk, City Manager**

DATE: **May 4, 2017**

RE: **LETF 17-06**

In accordance with Florida law, funding in the amount of $37,641.00 is being requested from the Law Enforcement Trust Fund (LETF) designated fund balance for fiscal year 2016/2017.

The Police Department's Regional Training Center/range is almost 40 acres in size, with several large open areas and houses over $1.8 million of buildings and equipment. In order to keep up with the ground maintenance for this large parcel of land, a commercial tractor is needed for mowing and grading. Currently the Police Department must borrow a tractor from other Departments which is not always available and causes delays in meeting the range needs. It is requested to purchase a tractor with a large attached mower deck and other attachments to maintain this land ensure all tractor jobs will be done in a timely manner. The Shooting Range Maintenance Worker will be able to keep up with the ground maintenance in accordance with the range schedule. The tractor with all attachments is quoted at $27,643.

The Police Department Investigations Division is in need of replacing the two interview and interrogation room's evidence/recorder systems. The current systems that were purchased in 2009, are outdated, no longer a supported operating system (Windows XP) which can cause reliability issues with the system and is past its lifecycle. With the evaluation of several systems, it is recommended to purchase an updated system with the current system's vendor (Recall Technologies) as they were found to be reliable, user friendly, use the same operating instructions, has usage and storage of files as the current system and all officers and detectives are familiar with the this type of system. The two updated systems were quoted at $9,998.

The LETF authorization will be included on the next FY 17 budget amendment.

REQUESTING DEPARTMENT:
Police Department

FISCAL IMPACT:
There is a designated fund balance of $238,986 as of April 21, 2017.

RECOMMENDATION:
Motion to approve expenditure of LETF as described herein up to $37,641.00.

Attachment: 1) Certification Statement
GL/ab

The City of Palm Bay Florida

CERTIFICATION STATEMENT

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

FROM: **Mark Renkens, Police Chief**

DATE: **May 4, 2017**

SUBJECT: **Law Enforcement Trust Fund (LEFT) Forfeiture Expenditures**

I certify that the request for the use of the Law Enforcement Trust funds will be used for an authorized purpose pursuant to the provisions of Section 932.7055 of the Florida Statutes.

The following details the usage of the requested expenditures:

VENDOR/ORGANIZATION	ITEM DESCRIPTION	COST
EKA	Tractor	$27,643
Recall Technologies	Interview Room Recorder System	$9,998
TOTAL		$37,641

The City of Palm Bay Florida

LEGISLATIVE MEMORANDUM

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

FROM: **Gregg Lynk, City Manager**

DATE: **May 4, 2017**

RE: **Travel Requests**

Per Council direction, the City Manager has requested and collected information on current upcoming or pending travel. The attached reflects what we have received to date.

REQUESTING DEPARTMENTS:
Human Resources, Purchasing, Utilities, Public Works, Communications & Information Technology

FISCAL IMPACT:
All travel has been budgeted for.

RECOMMENDATION:
Motion to review and approve travel as shown in the attached spreadsheets.

Attachment:
1) Travel Summary Police
2) Travel Summary Fire
3) Travel Summary Utilities
4) Travel Summary Public Works
5) Travel Summary Finance
6) Travel Summary Purchasing
7) Travel Summary CMO
8) Travel Summary Growth
9) Travel Summary HR
10) Travel Summary Facilities
11) Travel Summary CIT
12) Travel Summary EDEA

GL/ab

Date	Training/ Attendees	Location	Reg	Per Diem	Lodging	Flight	Other	Approx total	Approx cost to the City
05/05-08/17	2017 FBINAA Retrainer Conference	Daytona Beach Shores							
	Diana Blackledge		225					225	225
(Commander waived all per diem and lodging costs)									
05/09-11/17	Radiological Response (Alarm Response Training)	Oak Ridge, TN							
	Frank Tobar		0	229	0	0		229	0
	Derek Hollcroft		0	229	0	0		229	0
	Dustin Terkoski		0	229	0	0		229	0
	William Debusk		0	229	0	0		229	0
	Ryan Palmer		0	229	0	0		229	0
(This training is a joint effort with Harris, and the funding is provided by a grant through the Department of Homeland security (No cost to the city in the end))									
05/13/19/17	Basis SWAT Training	Camp Blanding							
	Jorge Negron		450	306	0			756	
	Kyle Schuck		450	306	0			756	
05/17-19/17	CORE Training	Tallahassee							
	Joni DiPaolo		250	102	234			586	586
05/21-24/17	2017 APCO/NENA Annual Conference	Daytona Beach							
	Serina Ferrante		165	184	357		68 (parking)	774	0
(This training is fully reimbursed by Brevard County 911)									
06/11-23/17	***Advanced Traffic Homicide Investigations***	***Havana***							
	Darin Morgan		***0***	***92***	***0***	***0***		***92***	***92***
(Reg, Lodging and meals are provided by Grant funding- only cost of meals up and back)									
06/11-13/17	***Analysis of Distortion in Latent Prints***	***Jacksonville***							
	Bridget Sander		***350***	***80***	***182***			***612***	***612***
06/20-23/17	***2017 FIAIA Annual Training Conference***	***Clearwater***							
	Michael Smith		***258***	***138***	***438***			***833.5***	***833.5***
07/17-20/17	***Annual CJIS Symposium***	***Jacksonville***							
	Serina Ferrante		***215***	***120***	***477***		***36 (parking)***	***848***	***848***
	Dawn Subrin		***215***	***120***	***0***			***335***	***335***
07/30-08/04/17	***2017 Anti-Gang Conference***	***Ponte Vedra Beach***							
	Josh Taylor		***475***	***295***	***645***		***50 (resort fee)***	***1465***	***1465***

Date	Training/ Attendees	Location	Reg	Per Diem	Lodging	Flight	Other	Approx total	Approx cost to the City
08/06-11/17	*Prevention of & Response to Suicide Bombing Incidents*	*New Mexico*							
	Josh Taylor		*0*	*267*	*520*	*0*	*car rental??*	*787*	*0*
	Thomas Trotter		*0*	*267*	*0*	*0*		*267*	*0*
	Jason McCoy		*0*	*267*	*520*	*0*		*787*	*0*
	Anthony Farmer		*0*	*267*	*0*	*0*		*267*	*0*
08/12-17/17	***APCO International Conference***	***Denver, CO***							***0***
	Serina Ferrante		***320***						
(This training is fully reimbursed by Brevard County 911)									
08/20-25/11	*SWAT Command Decision Making Leadership I*	*Ocala*							
	Thomas Ribnicky		*675*	*200*	*455*		*Acc 5013*	*1330*	*1330*
	Clifton Graves		*675*	*200*			*Acc 5011*	*875*	*875*
08/29-09/01/17	*PEAF 2017 Educational Conrference*	*Orlando*							
	Kathy Debusk		*300*	*171*	*327*			*798*	*798*
	Susie Ziegler		*250*	*112*				*362*	*362*
09/13-15/17	*Road Wise- Train the Trainer*	*Daytona Beach*							
	James Carroll		*695*	*138*	*182*			*1015*	*1015*

Bold and Italic- still have to go before council.

PALM BAY FIRE RESCUE - TRAVEL REPORT OCT 2016 - APRIL 2017

Departure Date	Employee Name	Event_Title	Registration Costs	Lodging Total	Airline Total	Per Diem Total	ParkingTolls Total	Rental Car	Grand Total
April 25, 2017	Jason Smith	FDIC 90TH	$575.00	$676.00	$264.00	$216.00	$0.00	$175.00	$1,906.00
April 25, 2017	Alex Barna VI	FDIC 90TH	$575.00	$0.00	$264.00	$216.00	$0.00	$0.00	$1,055.00

Utilities Training and Travel

Training/Travel	Location	Dates	Est. Costs	Attendees	Paid	Submitted	Comments
ESRI Public Sector GIS Conference	West Palm Beach	4/11-13/2017	$ 750.00	Adam Beard, Tim Roberts	Y	Y	Travel Completed
Infrared Training Center Level 1 Electrcial Thermography Training	Tampa, FL	4/25-28/2017	$ 5,498.00	Bryan Brownfield, Scott Lutz	Y	Y	Memo attached
Cityworks Office for AMS Administration	Sandy, Utah	5/7 - 11/2017	$ 7,809.00	Brandon Nelson, Christopher Gra	Y	Y	Travel Submitted to Finance 4/28/2017
Florida Society Environmental Society	Clearwater Beach, FL	5/10-12/2017	$ 1,141.00	Nancy Sloan	Y	Y	Travel Memo Sent to CMO 4/7/17
FCCMA 2017 Annual Conference	Orlando	5/31-6/3/2017	$ 429.00	Edward Fontanin	N	Attached	Registration Not Paid
*UF TREEO Wastewater Class A Certification	Gainesville, FL	6/12 - 16/2017	$ 4,176.48	Michael Saccoman, Darryl Anglin, Carl Harrison	N	Attached	Hotel Booked, Registration Not Paid
GFOA 2017 Annual Conference	Hollywood, FL	6/25-28/2017	$ 1,064.00	Lori Embrey	N	Attached	
American Water Works Association	Philadelphia, PA	06/11-14-2017	$ 2,015.51	Edward Fontanin	N	Attached	Nothing has been paid for as of 4/14/17
International Assoc. of Admin. Professionals	New Orleans	7/22-25/2017	$ 5,170.00	Melody Hamant, Teresa Weber	N	Attached	Nothing has been paid for as of 4/14/18
WEFTEC	Chicago, IL	9/30/2017 - 10/04/2017	$ 4,420.00	Gregg Lynk, Edward Fontanin	N	Attached	Nothing has been paid for as of 4/14/19

Date	**Traveler**	**Reason**	**Location**	**Estimated Cost**
4/18-4/21	Greg Stone	Florida Benchmarking Sonsortium	Orlando, FL	$888.00
6/14-6/16	Greg Stone	Florida Stormwater Annual Conference	Fort Myers	$861.00
6/14-6/16	Troy Davidson	Florida Stormwater Annual Conference	Fort Myers	$861.00
6/25- 6/28	Traci Hildreth	FGFOA Annual Conference	Hollywood, FL	$1,005.00

Finance Travel Summary

Date	**Traveler**	**Reason**	**Location**	**Estimated Cost**
05/02-05/05	Finance- T. Bryk	AMA-Sucessfully Managing People	St Petersburg	$2,991.00
05/30-06/02	Finance- B. Hall	FABTO 29th Annual Educational Conf	Lake Buena Vista	$554.00

NAME	POSITION	COURSE NAME	CLASS DATE(S)	Location	Est. Cost	Actual Cost
Bobbye Marsala	Chief Procurement Officer	FAPPO Fall Workshop	11/4/2016	Sarasota, FL	$364.00	$359.00
		FL Gulf Coast Assoc. of Govt. Purch, 2017 Spring Workshop	2/3/2017	Ft. Myers, FL	$0.00	$0.00
		FAPPO Annual Conference	5/26/2017	Orlando, FL	$31.00	Pending
		2017-NIGP Forum, Salt Lake City, UT	8/27-30/2017	Salt Lake City, UT	$1,053.20	Pending
Juliet Misconi	Senior Procurement Contract Administrator	FDOT Design Criteria, Specifications & Checklist Training	12/6/2016	Ft. Lauderdale, FL	$56.00	$64.00
		FAPPO Annual Conference	5/24 - 27/2017	Orlando, FL	$739.00	Pending
Susan Blair	Procurement Contract Administrator	72nd Annual NIGP Forum - Salt Lake City	8/27 - 30/2017	Salt Lake City, UT	$0.00	Pending
Ralph 'Ed' Tipton	Procurement Contract Administrator	Cost / Price Analysis in Government Contracts	3/9 - 10/2017	Punta Gorda, FL	$762.00	$762.00
Juanita Barden	Purchasing Technician	N/A				

Travel Summary

Date	**Traveler**	**Reason**	**Location**	**Estimated Cost**
10/1-10/3	Gregg Lynk	2017 WEFTEC w/ Ed Fontanin	Chicago, IL	$2,000.00
10/22-10/25	Gregg Lynk	2017 103rd Annual ICMA Conf	San Antonio Texas	$2,000.00

Growth Travel Summary

Date	**Traveler**	**Reason**	**Location**	**Estimated Cost**
05/25-05/26	Growth-P. Murphy	ULI-FL Summit	Tampa	$696.00
06/20-06/23	Code- A. Reckard, A. Martinez	FL Assoc of Code Enforcement Conf	Orlando	$849 each
06/11-06/15	Building- R. Perry	Building Officials Assoc of FL Conf	Daytona Beach	$900

HR Travel Summary

Date	**Traveler**	**Reason**	**Location**	**Estimated Cost**
July	HR-D. Reid	81st Annual Training Conf (FPHRA)	Orlando, FL	na
July	HR-C. Cox	81st Annual Training Conf (FPHRA)	Orlando, FL	na
July	HR-L. Clawson	81st Annual Training Conf (FPHRA)	Orlando, FL	na
July	HR-S. Sanabria	81st Annual Training Conf (FPHRA)	Orlando, FL	na
July	HR-A. Bluto	81st Annual Training Conf (FPHRA)	Orlando, FL	na
July	HR- J. Marrero	81st Annual Training Conf (FPHRA)	Orlando, FL	na
July	HR- A. Gomez	81st Annual Training Conf (FPHRA)	Orlando, FL	na
September	HR- Ron Clare	IPMA-HR Int'l Training Conf & Expo	San Antonio, TX	na

Facilities Travel Summary

Date	**Traveler**	**Reason**	**Location**	**Estimated Cost**
17-Jun	Tom Michaud	Safety Conference	Orlando	$30.00

C&IT Travel Summary

Date	**Traveler**	**Reason**	**Location**	**Estimated Cost**
5/7-5/11	C&IT- C. Graham	Cityworks Office for AMS	Sandy, UT	$3,904.80

EDEA Travel Summary

Date	**Traveler**	**Reason**	**Location**	**Estimated Cost**
05/25-05/26	James Marshal	ULI-FL Summit	Tampa	$765.00
10/22-10/25	Andy Anderson	2017 103rd Annual ICMA Conf	San Antonio Texas	$2,000.00

The City of Palm Bay Florida

MEMO TO: Honorable Mayor and Members of City Council

FROM: Terese M. Jones, City Clerk

DATE: May 4, 2017

SUBJECT: Training/Travel Authorization

In accordance with Administrative Code 1-33, the following training and travel is requested to be authorized by the City Council:

1. Deputy City Clerk to attend the Florida Association of City Clerks' Summer Academy in Orlando from June 24-28, 2017. Estimated cost is $995. This is part of Mrs. Lefler's continuing professional education in order to receive her Certified Municipal Clerk certification.

Additional information is attached. If you should have any questions, please advise.

/ras
Attachments

Celebrating

FACCC

45TH ANNIVERSARY

Florida Association of City Clerks

2017 Summer Conference & Academy

June 24-28, 2017 • Caribe Royale • Orlando

45 Years of Professionalism, Service and Education!

ADVANCE REGISTRATION PROCEDURE

All participants are encouraged to register in advance to avoid delays at the academy registration desk. Please complete and return the summer conference and academy registration form, along with fees, to **FACC, P.O. Box 1757, Tallahassee, FL 32302**. Make your check payable to FACC. We cannot accept purchase orders. MasterCard and Visa are accepted. **Registration forms will not be processed without payment in full.** As registrations are received and completed, a confirmation of registration will be emailed to each registrant (please be sure to provide an email address). Your badge, program, tickets and other information relative to the conference and academy will be available at the academy registration desk upon your arrival at the hotel.

ONLINE REGISTRATION

You may register online by accessing the Events Page of FACC's website at *www.floridaclerks.org*. If you register online, there are two payment options. You can send your registration fees by check to **FACC, P.O. Box 1757, Tallahassee, FL 32302. (NOTE: You are not registered until payment is received, and you will not receive housing information until registration is paid.)** Or, you can pay online with a Visa or MasterCard. Registrations submitted and paid online via credit card will automatically be marked as paid and you will receive your academy confirmation immediately via email. Please check your confirmation carefully to verify that all is correct. **Please inform FACC staff immediately of any errors.**

ROOM RESERVATIONS

To protect our room block for conference and academy registrants, it is our policy that **housing information is only released upon payment of registration**. Once your registration is paid, you will receive housing information via email. Please note **the cut-off date to make hotel reservations is June 2, 2017. However, the room block may be filled before that date, so make your reservations as soon as possible.** It is important that you register for the conference and academy early so that you have plenty of time to make your reservations.

REGISTRATION FEES

Registration fees must accompany all conference and academy registration forms. To qualify for the advanced registration fee, conference and academy registration forms must be postmarked on/or before Friday, June 2, 2017. Registration forms postmarked after June 2 will be processed at the specified regular fee. **All registration forms must be received by June 16, 2017. If you are unable to meet this deadline, please register onsite.** The registration fees for the FACC Summer Conference & Academy are:

	ADVANCED FEE before/on June 2	**REGULAR FEE on/after June 3**
FACC Member	$300	$350
FACC Non-Member	$425	$475
Guest	$200	$250
Pre-Conference Session: Athenian Dialogue	$100	$115
One Day Ticket: Prices Vary - See Page 14		

TENTATIVE GENERAL SCHEDULE*

Saturday, June 24

9:00 a.m. - 4:00 p.m.	**Pre-Conference Workshop: Athenian Dialogue**

Sunday, June 25

10:30 a.m. - 6:00 p.m.	**Registration Desk Open**
11:00 a.m. - 1:00 p.m.	**FACC Board of Directors Meeting**
1:00 p.m. - 3:00 p.m.	**FACC Strategic Planning Session**
4:00 p.m. - 5:00 p.m.	**First-Time Attendees' Orientation**
7:00 p.m. - 9:30 p.m.	**Hospitality Suite Open**

Monday, June 26

7:00 a.m. - 9:00 a.m.	**Continental Breakfast**
7:00 a.m. - 6:30 p.m.	**Registration Desk Open**
7:30 a.m. - 8:15 a.m.	**District Meetings**
8:30 a.m. - 10:00 a.m.	**Opening Ceremonies and Keynote Address: Make it Matter**
10:00 a.m. - 10:30 a.m.	**Refreshment Break**
10:30 a.m. - 12:00 p.m.	**Public Records Update: Recent Issues, Trends and Cases Relating to Chapter 119**
12:00 p.m. - 1:45 p.m.	**FACC Luncheon & Annual Business Meeting**
2:00 p.m. - 5:00 p.m.	**Joint Academy Session – Let's Talk Florida's Municipalities: Keeping our Fingers on the Pulse**
3:30 p.m. - 6:30 p.m.	**Exhibit Hall Opens**
3:30 p.m. - 4:00 p.m.	**Refreshment Break**
5:30 p.m. - 6:30 p.m.	**President's Presentation and Welcome Reception**
6:30 p.m. - 10:00 p.m.	**Hospitality Suite Open**

Tuesday, June 27

7:30 a.m. - 5:30 p.m.	**Registration Desk Open**
7:30 a.m. - 3:30 p.m.	**Exhibit Hall Open**
7:30 a.m. - 8:15 a.m.	**Continental Breakfast**
8:00 a.m. - 12:00 p.m.	**Session A: Terrorism, Active Shooters, Disasters – Are You Prepared?**
8:00 a.m. - 12:00 p.m.	**Session B: Supervisory Strategies for Success: Giving Feedback Without Getting Burned**
10:00 a.m. - 10:30 a.m.	**Refreshment Break**
12:00 p.m. - 1:00 p.m.	**Sidewalk Café**
1:00 p.m. - 5:00 p.m.	**Session A: Bullying Awareness**
1:00 p.m. - 5:00 p.m.	**Session B: Leadership Lessons from Peanuts**
3:00 p.m. - 3:30 p.m.	**Refreshment Break**
8:00 p.m. -	**Clerk's Night Out (7:00 p.m. Pre-Show)**

Wednesday, June 28

7:30 a.m. - 12:30 p.m.	**Registration Desk Open**
7:30 a.m. - 8:00 a.m.	**Continental Breakfast**
8:00 a.m. - 11:30 a.m.	**Closing Session: Optimizing the Workplace Generational Mix: Traditionalists through Millennials**
10:00 a.m. - 10:15 a.m.	**Refreshment Break**
11:30 a.m. - 12:00 p.m.	**Closing Remarks and Door Prizes**
12:30 p.m. - 2:00 p.m.	**FACC Board Meeting and New Board Member Orientation Luncheon**

**Subject to change*

The City of Palm Bay Florida

MEMO TO: Honorable Mayor and Members of City Council

FROM: Terese M. Jones, City Clerk

DATE: May 4, 2017

SUBJECT: Brevard County Schools Capital Outlay Committee

Each year the City Council is presented with organizations and agencies on which the City has representation. At the December 1, 2016, Regular Council Meeting, Councilmember Brian Anderson was selected to represent the City on the above mentioned board as the primary member.

Brevard County has requested that the individual be a City staff member. There is no requirement to have an alternate member.

The matter is presented to Council to appoint one (1) staff member to the Brevard County Schools Capital Outlay Committee.

If you should have any questions, please advise.

/jcd