



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. 2017-12

### THURSDAY

May 18, 2017 - 7:00 P.M.  
City Hall Council Chambers

#### CALL TO ORDER:

#### INVOCATION:

Pastor Ken Delgado, The House, Palm Bay

#### 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').++
3. One (1) vacancy on the Community Development Advisory Board (represents 'real estate professional').+

#### AGENDA REVISIONS:

#### CONSENT AGENDA:

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

#### RECOGNITIONS AND PROCLAMATION:

1. National Safe Boating Week – May 20-26, 2017.
2. Volunteer Program (one (1) year of service as City boardmember):
  - a) Building and Construction Advisory Committee – James Monarchy
  - b) Community Development Advisory Board – Jim Schmitt

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

**PRESENTATION:**

1. Nancy Peltonen, President and CEO, Greater Palm Bay Chamber of Commerce – update.

**ADOPTION OF MINUTES:**

- \* 1. Regular Council Meeting No. 2017-09; April 20, 2017.
- \* 2. Special Council Meeting No. 2017-10; April 24, 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.

**PUBLIC HEARINGS:**

1. Ordinance No. 2016-79, amending the City's Comprehensive Plan Future Land Use Element related to the density cap for Policy 8.31, Palm Vista (1,698 acres)(Case No. CP-25-2016, Len-Palm Vista, LLC), final reading.
2. 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.
3. 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), final reading.
4. Ordinance No. 2017-38, amending the Code of Ordinances, Chapter 178, Signs, by repealing the chapter in its entirety, first reading.
5. Ordinance No. 2017-39, amending the Code of Ordinances by creating Chapter 178, to be titled 'Signs' (Case No. T-15-2017, City of Palm Bay), first reading.
6. Ordinance No. 2017-40, amending the Code of Ordinances, Chapter 184, Subdivisions, in order to adopt provisions for water and sewer in minor subdivisions (Case No. T-22-2017, City of Palm Bay), first reading.
- ♣7. Resolution No. 2017-17, granting a conditional to allow a restaurant to serve alcohol in NC (Neighborhood Commercial District) zoning (3.62 acres)(Case No. CU-19-2017, Copper Chimney Grill, LLC).
- ♣8. Request by Michael Minick for site plan approval of an off-site parking lot on property located north of and adjacent to Georgia Street, in the vicinity west of Tango Avenue (0.42 acres)(Case No. SP-13-2017).

**PROCUREMENTS:**

**Award of Bids:**

- \* 1. Filter rehabilitation and backwash pipe replacement, North Regional Lime Softening Water Treatment Plant – IFB No. 40-0-2017 – Utilities Department (L7 Construction, Inc. - \$1,333,600).
- \* 2. Ground storage tank rehabilitation, North Regional Water Treatment Plant – IFB No. 41-0-2017 – Utilities Department (Crom Engineering and Construction Services - \$277,700).

**Contract:**

- \* 1. Stormwater utility audit – Task Order GSG-16-02 – Public Works Department (Government Services Group - \$137,715).

**Miscellaneous:**

- \* 1. “Other Agency” contracts, replacement vehicles (Florida Sheriff’s Association contract) – Utilities Department (Reed Nissan; Hub City Ford; Duval Ford; Alan Jay Nissan; Palmetto Ford – \$286,702).
- \* 2. Lime slaker, North Regional Lime Softening Water Treatment Plant (expedited procurement) – Utilities Department (Integrity Municipal Systems - \$148,000).

**COMMITTEE AND COUNCIL REPORTS:**

**NEW BUSINESS:**

- \* 1. Consideration of assignment of the contract for electronic monitoring with SecureAlert, Inc., to the assignee, ADAPTS Electronic Monitoring.
- \* 2. Acknowledgment of Investment Performance Review Report, prepared by PFM Asset Management LLC, for the quarter ended March 31, 2017.
- \* 3. Acknowledgement of the City’s monthly financial report for March 2017.

**ADMINISTRATIVE AND LEGAL REPORTS:**

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

**ADJOURNMENT:**

♣Quasi-judicial proceeding.

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

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

Any aggrieved or adversely affected person desiring to become a party in the quasi-judicial proceeding shall provide written notice to the City Clerk which notice shall, at a minimum, set forth the aggrieved or affected person's name, address, and telephone number, indicate how the aggrieved or affected person qualifies as an aggrieved or affected person and indicate whether the aggrieved or affected person is in favor of or opposed to the requested quasi-judicial action. The required notice must be received by the Clerk no later than five (5) business days at the close of business, which is 5 p.m., before the hearing. (§ 59.03, Palm Bay Code of Ordinances).

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

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



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

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

**DATE:** May 18, 2017

**SUBJECT:** One (1) Vacancy – Community Development Advisory Board

My office has been advised that one (1) vacancy exists on the above subject board as Ms. Sharon Maynard has resigned from the board.

The Community Development Advisory Board is comprised of members in various fields. Ms. Maynard represented the 'real estate' position.

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

An appointment will be made at the June 15, 2017, regular Council meeting. The individual appointed to the position will complete Ms. Maynard's term, which expires June 15, 2019.

/jcd



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

### **REGULAR COUNCIL MEETING NO. 2017-09**

Held on Thursday, the 20<sup>th</sup> day of April 2017, at the City Hall Council Chambers, 120 Malabar Road, SE, Palm Bay, Florida.

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

The meeting was called to order at the hour of 7:02 P.M.

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

#### **ROLL CALL:**

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

**CITY STAFF:** Present was Patrick Murphy, Assistant Growth Management Director.

#### **AGENDA REVISIONS:**

1. Deputy Mayor Santiago requested that reconsideration of the City Manager's employment contract be added as Item No. 1, under Unfinished and Old Business.
2. Mr. Lynk advised that the Actuarial Impact Statement had been added as an attachment to the ordinance of Item No. 2, under New Business, regarding the creation of a share plan for firefighters.

#### **CONSENT AGENDA:**

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

Motion by Deputy Mayor Santiago, seconded by Mr. Anderson, that the Consent Agenda be approved as presented. Mr. Bailey asked that the agenda item regarding the City Manager's salary be tabled in order to provide sufficient notice to the public and allow them the opportunity to participate on the issue. Deputy Mayor Santiago wanted to proceed with the item as scheduled.

Motion carried with members voting as follows:

Mayor Capote	Yea
Deputy Mayor Santiago	Yea
Councilman Holton	Yea
Councilman Bailey	Nay
Councilman Anderson	Yea

### **PROCLAMATIONS:**

The proclamations were read.

- 1. Eugene C. Johnson Masonic Lodge #318, 73<sup>rd</sup> Annual Lodge Anniversary.**
- 2. National Volunteer Week, April 23-29, 2017.**

### **PRESENTATION:**

**1. Dr. Michael Grieves, Executive Director, CAMID at Florida Institute of Technology – update.** Dr. Grieves explained the goals of the Center for Advanced Manufacturing and Innovative Design (CAMID) program. He said that VITAL at CAMID was a virtual laboratory for building products. He also detailed the Independent Technical Evaluation of Additive Manufacturing (ITEAM) at CAMID.

### **ADOPTION OF MINUTES:**

- \* 1. Regular Council Meeting No. 2017-07; March 16, 2017.**
- \* 2. Regular Council Meeting No. 2017-08; April 6, 2017.**

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

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

Individuals commented on various issues.

### **PUBLIC HEARINGS:**

**1. Ordinance No. 2017-30, amending the Code of Ordinances, Chapter 185, Zoning Code, Subchapter 'District Regulations', in order to allow alcohol sales in a restaurant as a conditional use in NC (Neighborhood Commercial District) zoning (Case No. T-9-2017, Copper Chimney Grill & Bar), final reading.**

The City Attorney read the ordinance in caption only. The public hearing was opened. Carmine Ferraro, Carmello Development and representative for the applicant, presented the request to Council.

Mr. Murphy answered concerns posed by City Council at the last meeting. He advised that there was a daycare in the vicinity of the restaurant. He said that Florida Statutes had no distance provisions related to daycare facilities. Mr. Holton asked if the amendment would apply city-wide. Mr. Murphy confirmed same, but said it was not a permitted use in NC (Neighborhood Commercial District) zoning and would require conditional use approval by City Council. The public hearing was closed.

Motion by Deputy Mayor Santiago, seconded by Mr. Anderson, to adopt Ordinance No. 2017-30. Mr. Bailey said he did have concern with the distance from the daycare, but felt comfortable moving forward as conditional use approval was required. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Santiago, Yea; Councilman Holton, Yea; Councilman Bailey, Yea; Councilman Anderson, Yea.

**2. 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 05/04/17).**

**♣3. Resolution No. 2017-14, granting a conditional use to modify a binding site plan for additional commercial development on property located north of and adjacent to Malabar Road, west of Interstate 95, in CC (Community Commercial District) zoning (15.15 acres)(Case No. CU-10-2017, Gator Interchange Partners, LLLP).**

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

The City Attorney read the resolution in caption only. The public hearing was opened. Derrick Cave, of Kimley-Horn and Associates, and representative for the applicant, presented the request to Council.

Mr. Holton was concerned about traffic being forced to turn right, then using Holiday Park Boulevard to make u-turns. He asked if studies had been conducted to address same. Mr. Cave said that particular intersection was addressed and was included in the traffic study.

Bill Battin, resident, said the retention pond would be lessened by fifty percent (50%) and asked the impact on stormwater runoff. Mr. Cave said the amount of stormwater management was not being reduced on the site. The pond being provided would be larger than the existing pond.

Mr. Holton asked if the traffic study was done during the most congested traffic hours. Mr. Cave said that with this type of use, morning and evening traffic had to be evaluated. Mr. Holton was concerned with the first place that people would attempt to do a u-turn in order to head eastbound. Mike Woodward, transportation engineer for Kimley-Horn and Associates, said that most people would utilize the traffic light at San Filippo.

The public hearing was closed.

Motion by Mr. Anderson, seconded by Mr. Holton, to adopt Resolution No. 2017-14. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Santiago, Yea; Councilman Holton, Yea; Councilman Bailey, Yea; Councilman Anderson, Yea.

**4. Request by Evans Center, Inc., to amend 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) (RESCHEDULED TO RCM 05/04/17).**

**5. Request by Michael Minick for site plan approval of an off-site parking lot on property located north of and adjacent to Georgia Street, in the vicinity west of Tango Avenue (0.42 acres)(Case No. SP-13-2017) (RESCHEDULED TO P&Z – 05/03/17).**

#### **PROCUREMENTS:**

##### **Award of Bid:**

**\* 1. Basin 1 stormwater treatment project, Alternate 1 – IFB No. 26-0-2017 – Public Works Department (Jobear Contracting, Inc. - \$255,010).**

Staff Recommendation: Approve award of Alternate 1 for IFB No. 26-0-2017 for the Basin 1 stormwater treatment project to Jobear Contracting, Inc., located in Palm Bay, Florida, in the amount of \$255,010.

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

##### **Miscellaneous:**

**\* 1. Well, pump and motor rehabilitation services – Utilities Department (Aquifer Maintenance and Performance Systems, Inc. – Fiscal Year 2017 – \$200,000).**

Staff Recommendation: Approve the estimated increase in spending on the current contract with Aquifer Maintenance and Performance Systems, Inc. (AMPS), located in West Palm Beach, Florida.

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

**\* 2. Land development review, engineering and inspection continuing consultant services, agreement renewals – Growth Management Department (MBV Engineering, Inc.; B.S.E. Consultants, Inc.; and Bowman Consulting Group - \$137,000).**

Staff Recommendation: Approve the agreement renewals for the remaining additional terms with MBV Engineering, Inc.; B.S.E. Consultants, Inc.; and Bowman Consulting Group for land development review, engineering and inspection continuing consultant service. There is no increase in the currently approved rate/fee schedules.

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

**☛ UNFINISHED AND OLD BUSINESS:**

**1. Reconsideration of employment contract with Gregg Lynk, City Manager (Deputy Mayor Santiago).**

Deputy Mayor Santiago presented the request to Council. He felt it was appropriate to increase Mr. Lynk's salary after two (2) years of service and due to the hard work that Mr. Lynk had done thus far. He said that although Mr. Lynk was hired with no governmental experience, he was heavily experienced in the private sector. Mr. Lynk was also brought in at a much lower rate than the average.

Deputy Mayor Santiago provided a presentation which included a comparison of City Manager salaries throughout the state, and average City Manager salary studies from various agencies. The proposed annual salary would be increased to \$175,000, with the addition of \$24,000 for deferred compensation.

Numerous individuals spoke for and against the request and stated their reasons for same.

Motion by Deputy Mayor Santiago, seconded by Mr. Holton, to approve the salary increase for Mr. Lynk to \$175,000 for direct compensation, and \$24,000 for deferred compensation. Deputy Mayor Santiago invoked Section 7.9.7, of Council's Policies and Procedures, which allowed him the privilege of speaking first and last to the motion under discussion.

Deputy Mayor Santiago, Mr. Anderson and Mr. Holton commented on Mr. Lynk's performance and supported the increase. Mayor Capote said he would not support the salary increase.

Mr. Bailey felt that, moving forward, Council should give Mr. Lynk goals of what it would like to see for the City within the next year, including: a) timely filing of reports related to Community Development Block Grant (CDBG) funds and State Housing Initiatives Partnership (SHIP) program funds, both of which had been suspended over the past two (2) months; b) completion of all phases of the southern interchange; and c) see a higher

rate of the City's commercial base than that of the county or state. He felt that an increase of no more than \$10,000 was reasonable at this time. He said that if Council did not want to entertain his request, he would not support the salary increase. Deputy Mayor Santiago did not agree with Mr. Bailey's request and would not support same.

Mr. Bailey invoked Section 7.9.8, of Council's Policies and Procedures, which allowed him to speak more than once on a subject or motion once every other councilmember had the opportunity to speak. Mr. Bailey said the proper time to perform a salary adjustment was when the position was advertised two (2) years ago. He felt there would have been a larger selection pool had the position been advertised at \$175,000.

Motion carried with members voting as follows:

Mayor Capote	Nay
Deputy Mayor Santiago	Yea
Councilman Holton	Yea
Councilman Bailey	Nay
Councilman Anderson	Yea

#### **COMMITTEE AND COUNCIL REPORTS:**

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

1. Space Coast Transportation Planning Organization (TPO) – Mr. Holton advised that St. Johns Heritage Parkway was still on hold for opening due to a deficient pipe. There was no time line for date of completion. He said the delay affected public safety and economic development. He asked that a councilmember or staff attend the next TPO meeting to ensure that the County was proceeding accordingly. Council concurred.

2. Mr. Anderson announced the appointment of Alan Borkowski to the Code Enforcement Board.

3. Deputy Mayor Santiago said he would not be bringing forth an ordinance regarding commercial vehicles.

#### **NEW BUSINESS:**

**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 (CONTINUED FROM RCM – 04/06/17).**

The City Attorney read the ordinance in caption only.

Tim Lancaster, Chairman, Pension Board of Trustees, presented the item to Council.

Motion by Deputy Mayor Santiago, seconded by Mr. Bailey, to approve Ordinance No. 2017-32. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Santiago, Yea; Councilman Holton, Yea; Councilman Bailey, Yea; Councilman Anderson, Yea.

**\* 2. 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.**

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

**3. 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.**

The City Attorney read the ordinance in caption only.

Bill Battin, resident, said he did not see any percentages, costs or how the assessments would be implemented.

Motion by Mr. Holton, seconded by Mr. Anderson, to approve Ordinance No. 2017-35. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Santiago, Yea; Councilman Holton, Yea; Councilman Bailey, Yea; Councilman Anderson, Yea.

**4. Ordinance No. 2017-33, amending the Code of Ordinances, by creating Chapter 120, to be titled “Cannabis Dispensing Businesses”.**

The City Attorney read the ordinance in caption only.

Ritch Workman, former State Representative, presented the item to Council.

Phil Weinberg, resident, expressed concern with the numerical limit on dispensaries being based on population. He felt that four (4) dispensaries would be more appropriate. He also felt that a member of the public should be included as a member of the Authority.

Motion by Mr. Holton, seconded by Deputy Mayor Santiago, to approve Ordinance No. 2017-33.

Mr. Holton said he would like a member of the public serving on the Authority and possibly a Doctor of Medicine (MD). He did not want only one member of Council to serve on the

Authority and councilmembers should be rotated annually.

Mayor Capote supported two (2) dispensaries and rotating councilmembers on the Authority.

Deputy Mayor Santiago supported a member from the public serving on the authority and Council rotation on the authority. He agreed with two (2) dispensaries or create a sliding scale that would increase when the number of demand increased. Under Section 120.14 of the ordinance, Deputy Mayor Santiago suggested that the distance requirement be increased to 1,000 feet. He also felt that the Police Chief should be involved in the authority.

Council concurred with the following changes:

#### **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.

#### **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.



(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 120.14 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.

#### **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.

Motion by Mr. Bailey, seconded by Deputy Mayor Santiago, to amend Ordinance No. 2017-33, by including all revisions as stated. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Santiago, Yea; Councilman Holton, Yea; Councilman Bailey, Yea; Councilman Anderson, Yea.

#### **\* 5. Consideration of utilizing Transportation Impact Fees for the purchase of traffic engineering software to support the increased growth within the city (\$6,477).**

Staff Recommendation: Approve the use of \$6,477 in Transportation Impact Fees for the purchase of Synchro plus Sim Traffic version 10 with 3D viewer to include two year support maintenance package.

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

#### **\* 6. Consideration of utilizing Recreation Impact Fees to procure engineering services for inspection of the Turkey Creek Sanctuary boardwalk (\$13,500).**

Staff Recommendation: Approve the use of \$13,500 in Recreation Impact Fees to procure engineering services for inspection of the Turkey Creek Sanctuary boardwalk.

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

**\* 7. Consideration of the purchase, delivery and installation of office furniture within the Legislative Department (\$23,118).**

Staff Recommendation: Approve the purchase, delivery and installation of office furniture for the Legislative Department from American Business Interiors, Melbourne, utilizing the State of Florida contract, in the amount of \$23,118.

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

**\* 8. Acknowledgement of the City's monthly financial report for February 2017.**

The item, considered under Consent Agenda, was acknowledged by the City Council.

**\* 9. Consideration of travel and training for specified City employees.**

Staff Recommendation: Approve the travel and training as specified.

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

**10. Consideration of:**

**a) Councilmembers attending Puerto Rico Day 2017 in Tallahassee, Florida, April 25-26, 2017.**

Mayor Capote would attend the conference.

**b) Mayor Capote attending the 85<sup>th</sup> Annual U.S. Conference of Mayors in Miami Beach, Florida, June 23-26, 2017.**

Mayor Capote would attend the conference.

**ADMINISTRATIVE AND LEGAL REPORTS:**

1. Mr. Lynk advised that employee travel would be placed on all future Council meeting agendas for approval beginning with the next meeting.

**PUBLIC COMMENTS/RESPONSES:**

A resident made a general comment.

**ADJOURNMENT:**

There being no further business, the meeting adjourned at the hour of 10:16 P.M.

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William Capote, MAYOR

ATTEST:

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Terese M. Jones, CITY CLERK

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

♣ Indicates quasi-judicial proceeding.

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

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

### **SPECIAL COUNCIL MEETING NO. 2017-10**

Held on Monday, the 24<sup>th</sup> day of April 2017, at the City Hall Council Chambers, 120 Malabar Road, SE, Palm Bay, Florida.

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

The meeting was called to order at the hour of 6:01 P.M.

#### **ROLL CALL:**

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

**CITY STAFF:** David Isnardi, Deputy City Manager.

#### **PUBLIC COMMENTS:**

Numerous individuals commented on the letter as submitted by Mayor Capote.

#### **BUSINESS:**

##### **1. Discussion of letter submitted to the City Manager from Mayor William Capote, dated April 21, 2017.**

Mr. Anderson explained that the purpose of this special meeting was to discuss the letter in question. He said that on January 19, 2017, City Council unanimously delegated authority to Deputy Mayor Santiago to negotiate a salary adjustment with Mr. Lynk; however, according to the April 21<sup>st</sup> letter from Mayor Capote, the Mayor expressed that on February 13<sup>th</sup>, he unilaterally imposed a six-month probationary term on the City Manager, including but not limited to, expressly prohibiting Mr. Lynk from agreeing to any salary adjustments within said term. This probation was not agreed upon by the City Council and occurred outside of the Florida Sunshine Law. He said these unilateral actions by Mayor Capote may have violated an important provision of the City Charter (Charter) regarding direction, interference or dealing with City Officers. Mr. Anderson referenced Section 3.052 of the Palm Bay Charter. He said that Mayor Capote called for the resignation of Mr. Lynk at the close of his letter. Another alarming action by Mayor Capote was his use of the official

Corporate Seal of the City of Palm Bay immediately following his demand for Mr. Lynk's resignation. This Seal was strictly reserved for specified uses provided for in Section 1.07 of the Charter, Chapter 58.03 of the Palm Bay Code of Ordinances (Code), and Section 8.2(K)(2) of the Palm Bay City Council Policies and Procedures. The use of the Seal in Mayor Capote's letter invokes an intimidating impression that the request for Mr. Lynk to submit his resignation had been officially endorsed by the entirety of the City Council, as defined in restrictive provisions previously stated.

Motion by Mr. Anderson, seconded by Mr. Holton, to seek an independent legal opinion, narrowly commissioned, specifically, and only on the questions of whether Mayor Capote violated Section 3.052 of the Charter; and if Mayor Capote unjustly caused his hand to affix the official corporate seal of the City of Palm Bay at the close of his letter. However, the motion would be withdrawn should Mayor Capote retract his April 21<sup>st</sup> letter and write an apology to the City Council, including a renewed commitment to comply with Section 3.052 of the Charter.

Mr. Holton felt that Mayor Capote should have brought forth any issues during the discussion of Mr. Lynk's salary at the last Council meeting. He cited Section 3.04 of the Charter which delineated the role of the Mayor, and said that the Mayor's position was ceremonial. He expressed concern that City Council's authority as given to Deputy Mayor Santiago to negotiate the City Manager's salary had been compromised by Mayor Capote. Mr. Holton further commented on statements made within the letter. He suggested the motion be amended to allow the Mayor to respond by Friday, April 28<sup>th</sup>.

Mr. Bailey cited Section 3.052 of the Charter and did not see that a violation existed. He felt the Mayor followed the law of the Code. He said that any councilmember could reprimand the City Manager and there was no violation of the Sunshine Law as the letter was distributed to City Council and was addressed to Mr. Lynk. He questioned if Mr. Lynk entered into agreement with Mayor Capote and if he upheld that agreement. He said the Mayor had the right to express his opinion and would not support the motion.

Mr. Holton asked councilmembers if they had authorized Mayor Capote to spend public resources for outside counsel services for a private meeting with the City Manager on a disciplinary issue. Councilmembers advised they had not, however, Mr. Bailey advised that Mr. Lannon had always stated that his staff, along with outside counsel, was available when services were needed.

Mr. Lannon said that Section 58.03 of the Code permitted the Mayor to use the City Seal in performance of his official duties. Pursuant to Sections 3.051 and 3.052, of the Charter, the Mayor could make a recommendation to the City Manager for improvement in city government operations. He said that if the Mayor believed that Mr. Lynk's resignation would be an improvement to the operation of the city government, it would be within the Mayor's authority; however, Section 8.2(K)(2), of Council's Policies and Procedures, only

allows use of the seal when it would be perceived as representing the City of Palm Bay or the body as a whole and only with the prior consent of Council. Mr. Lannon stated that if there were to be an ethics issue if the letter was not withdrawn by Mayor Capote, Mr. Lannon said he would have a conflict of interest as he represented all members of City Council and could not opine on any ethical violations for an individual councilmember.

Mr. Holton suggested that the outside counsel be from outside of Brevard County in order to prevent political swaying. Mr. Bailey said Mr. Anderson's motion included violation of the charter which Mr. Lannon opined that a violation did not exist. He felt that the motion should be amended to remove the review of the Charter and include Council's Policies and Procedures.

Motion by Mr. Anderson, seconded by Mr. Holton, to amend the motion to seek an independent legal opinion, narrowly commissioned, specifically, and only on the questions of whether Mayor Capote violated Council's Policies and Procedures; and if Mayor Capote unjustly caused his hand to affix the official corporate seal of the City of Palm Bay at the close of his letter. However, the motion would be withdrawn should Mayor Capote retract his April 21<sup>st</sup> letter and write an apology to the City Council, including a renewed commitment to comply with Section 3.052 of the Charter by Friday, April 28<sup>th</sup>.

Mr. Bailey felt that hiring outside counsel was a ludicrous expense of taxpayer dollars. Mr. Holton asked Mr. Bailey if he felt it was appropriate for a member of City Council, who was not authorized or delegated to negotiate a contract with the City Manager, to attempt to use their influence and seek a separate deal. Mr. Bailey said if the City Manager asked the Mayor to come to an agreement so that a personal letter would not be placed in his personnel file, which the labor attorney said was within the Mayor's authority, then there was no issue. He said the Mayor had the right to write up his employee just like any other city official.

Mr. Holton asked Mr. Lynk if he had voluntarily agreed to a six-month probation to which he would not accept a salary adjustment. Mr. Lynk answered that he did not voluntarily agree to same.

Deputy Mayor Santiago was surprised by the letter. He felt that if any member of Council spoke with any Charter Officers or members of staff outside of a public meeting, it was fine to do so. However, he said there was a problem when letters were written, seals were affixed, and resignations were demanded. He said this had nothing to do with the moral character of Mayor Capote, but whether he had overstepped his authority as defined by the Charter. He appreciated that Mr. Anderson's motion included an option to withdraw the letter as he wanted nothing more than to get back to City business. He supported the motion.

Mr. Bailey asked why Deputy Mayor Santiago had removed the salary adjustment request from the previous Council meeting agenda, if he was made aware of the agreement between Mayor Capote and Mr. Lynk, or was he asked to remove the request from the agenda. Deputy Mayor Santiago said he was continuing to gather further information regarding the salary increase.

Pursuant to Section 7.9.19, of Council's Policies and Procedures, Mr. Holton called the question.

Motion carried with members voting as follows:

Deputy Mayor Santiago	Yea
Councilman Holton	Yea
Councilman Bailey	Nay
Councilman Anderson	Yea

Mr. Bailey said Council had to vote on the item as the previous vote was for the motion to call the question. Council concurred.

The original motion, as amended, carried with members voting as follows:

Deputy Mayor Santiago	Yea
Councilman Holton	Yea
Councilman Bailey	Nay
Councilman Anderson	Yea

There being no further business, the meeting adjourned at the hour of 7:07 P.M.

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Harry Santiago, Jr., DEPUTY MAYOR

ATTEST:

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Terese M. Jones, CITY CLERK



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

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

**DATE:** May 18, 2017

**SUBJECT:** Ordinance Nos. 2016-79, 2017-31 and 2017-37

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. 2016-79**

**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 (C), ADOPTION OF COMPREHENSIVE PLAN; PROVIDING FOR THE REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Palm Bay has designated the Planning and Zoning Board as its Local Planning Agency and said Local Planning Agency held a public hearing on an amendment to the Comprehensive Plan on November 2, 2016, after public notice, and

**WHEREAS**, the City Council of the City of Palm Bay, pursuant to Chapter 163, Florida Statutes, held a public hearing on an amendment to the Comprehensive Plan on November 3, 2016, after public notice, and

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

**WHEREAS**, the Florida Department of Economic Opportunity submitted an Objections, Recommendations, and Comments Report regarding the amendment, and

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

**WHEREAS**, the City Council of the City of Palm Bay, pursuant to Chapter 163, Florida Statutes, held an adoption public hearing on the amendment to the Comprehensive Plan on November 3, 2016, after public notice, and

**WHEREAS**, the City Council of the City of Palm Bay desires to adopt said amendment to the Future Land Use Element of 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 changes to the Future Land Use Element as identified in Exhibit A, attached hereto and made an integral part hereof.

**SECTION 2.** All staff report conditions and limitations shall be met and those conditions and limitations shall be made a part of the Comprehensive Plan.

**SECTION 3.** All ordinances or parts of ordinances in conflict herewith are hereby repealed and all ordinances or parts of ordinances not in conflict herewith are hereby continued in full force and effect.

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

Read in title only at Meeting No. 2016-30, held on November 3, 2016; and read in  
title only and duly enacted at Meeting No. 2017- , held on , 2017.

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William Capote, MAYOR

ATTEST:

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Terese M. Jones, CITY CLERK

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

Applicant: Len-Palm Vista, LLC  
Case No.: CP-25-2016

## **EXHIBIT A**

Proposed Amendment:

**Policy FLU-8.31**      The following special conditions shall be applicable to Case No. CP-25-2016 adopted by City Council as Ordinance No. 2016-79.

1. The maximum residential density is capped at 4,000 residential units.

## **ORDINANCE NO. 2017-31**

**AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, VACATING AND ABANDONING A PORTION OF THE SIDE SIX (6) FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT, LOCATED WITHIN LOT 30, BLOCK 328, PORT MALABAR UNIT 9, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGE 5, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND LEGALLY DESCRIBED HEREIN; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Dale Herscher 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 30, Block 328, Port Malabar Unit 9, according to the plat thereof as recorded in Plat Book 15, Page 5, of the Public Records of Brevard County, Florida, Section 5, Township 29S, Range 37E, being more particularly described as follows:

The west 4.50 feet of the east 6.00 feet of the north 47.00 feet of Lot 30, Block 328, less and except the east one and one-half feet thereof, Port Malabar Unit 9, according to the plat thereof, as recorded in Plat Book 15, Pages 1-9, Public Records of Brevard County, Florida.

**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.

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William Capote, MAYOR

ATTEST:

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Terese M. Jones, CITY CLERK

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

Applicant: Dale Herscher  
Case No.: VE-3-2017

cc: (date) Applicant  
Case File  
Brevard County Recording

SKETCH TO ACCOMPANY LEGAL DESCRIPTION  
(NOT A SURVEY)

City of Palm Bay

APR 19 2017

Lot Drainage & Driveway  
S 89°48'23" E (REF BRG)

FLUMIA AVENUE, S.E.

DOUGLAS STREET, S.E.

50' PUBLIC R/W

C/L

NORTH

LOT 29 BLOCK 328

N 00°11'37" E 125.00'

6' PUDE

1128 DOUGLAS STREET, SE  
LOT 30 BLOCK 328  
TAX PARCEL No. 29-37-05-GJ-328-30

N 89°48'23" W 4.50'

N 00°11'37" E 47.00'

CONTAINING 211± S.F.

6' PUDE

S 00°11'37" W 125.00'

LOT 31 BLOCK 328

20' PUDE

N 89°48'23" W 80.00'

3' DRAINAGE R/W

NOTES:

1. BEARINGS BASED ON SAID PLAT (SEE SKETCH)
2. BEARINGS, DISTANCES OR ANGLES SHOWN ARE THE SAME AS PLAT, DEED OR RECORD UNLESS SHOWN OTHERWISE.
3. 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 OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

CERTIFIED TO:

DALE F. HERSCHER

SKETCH

PM9/L30B328

JOB No. 35901

CERTIFICATION:

I HEREBY CERTIFY: THAT THE ATTACHED SKETCH AND DESCRIPTION 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: 4/11/17

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

DRAWN BY: JED

SCALE 1 INCH = 20 FEET

LEGAL DESCRIPTION:

THE WEST 4.50 FEET OF THE EAST 6.00 FEET OF THE NORTH 47.00 FEET OF LOT 30, BLOCK 328, LESS AND EXCEPT THE EAST ONE AND ONE-HALF FEET THEREOF, PORT MALABAR UNIT NINE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, PAGES 1-9, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA

LEGEND

BRG = BEARING  
C/L = CENTERLINE  
PUDE = PUBLIC UTILITIES AND DRAINAGE EASEMENT  
REF = REFERENCE  
R/W = RIGHT OF WAY

Kane Surveying, Inc.

FLORIDA LICENSED BUSINESS No. LB 7838

505 DISTRIBUTION DRIVE

MELBOURNE, FLORIDA 32904

(321) 676-0427

FAX (321) 984-1448

## **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. 2017-11, held on May 4, 2017, and read in title only and duly enacted at Meeting No. 2017- , held on , 2017.

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William Capote, MAYOR

ATTEST:

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Terese M. Jones, CITY CLERK

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

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

cc: (date) Applicant  
Case File  
Brevard County Recording



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

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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) **SNIFE 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.~~

<i>Residential Zoning Districts</i>						
<i>Sign Type</i>	<i>Construction Class</i>	<i>Maximum Number</i>	<i>Maximum Area</i>	<i>Maximum Height</i>	<i>Placement</i>	<i>Illumination</i>
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 sign shall impede vision for traffic safety	Direct

<b>Commercial and Industrial Zoning Districts</b>						
<b>Sign Type</b>	<b>Construction Class</b>	<b>Maximum Number</b>	<b>Maximum Area</b>	<b>Maximum Height</b>	<b>Placement</b>	<b>Illumination</b>
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 maximum 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.

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William Capote, MAYOR

ATTEST:

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Terese M. Jones, CITY CLERK


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





## LEGISLATIVE MEMORANDUM

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

**FROM:** Gregg Lynk, City Manager 

**DATE:** May 18, 2017

**RE:** Textual Amendment Request – City of Palm Bay – Office of the City Attorney

City of Palm Bay - Office of the City Attorney has submitted an application for a textual amendment to the Code of Ordinances, Title XVII, Land Development Code, Chapter 178: Signs, in order to adopt a new Sign Code.

**REQUESTING DEPARTMENT:**

Office of the City Attorney and Growth Management

**STAFF FINDINGS:**

Case T-15-2017 is recommended for approval.

**Planning and Zoning Board Recommendation:**

Unanimous approval of the request subject to the condition that language be added to address penalties for snipe sign violations; Florida Department of Transportation requirements be adopted for cabinetry and trim; cabinetry and trim embellishments be excluded from billboard size calculations; and Palm Bay Road and residential areas be prohibited locations for billboard signage.

Attachment:           1) Case No. T-15-2017  
                              2) Ordinance

PM/cp/ab



**REVISED**

**DATE:** MAY 3, 2017

**CASE #:** T-15-2017

***CITY OF PALM BAY***

# **LAND DEVELOPMENT DIVISION STAFF REPORT**

## **TEXTUAL AMENDMENT APPLICATION**

**PROPOSAL:** A textual amendment to the Code of Ordinances, Title XVII, Land Development Code, Chapter 178: Signs, in order to adopt a new Sign Code.

**CODE CITATION:** Chapter 178

**APPLICABILITY:** Citywide

**APPLICANT:** City of Palm Bay – Office of the City Attorney

**COMPLIANCE WITH THE  
COMPREHENSIVE PLAN:** Not specifically addressed.

BACKGROUND:

1. A textual amendment to the Code of Ordinances is requested for, Title XVII, Land Development Code, Chapter 178: Signs; in order to adopt a new Sign Code.
2. The applicant for this amendment is the City of Palm Bay's Office of the City Attorney.

ANALYSIS:

1. Chapter 178: Signs, was written in 1982 (adopted via Ordinance No. 82-21). It has been amended several times over the years to include new types of signs, procedures for issuance of permits; size restrictions; etc.
2. The intent and purpose of this chapter was to create regulations for the design, construction, and location of signs to protect the public safety and welfare; provide ample opportunity for business advertisement while preventing excessive, dangerous, and unsightly signs; and to 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.
3. The new sign code seeks to continue this same purpose and intent, while 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. This code shall facilitate 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.
4. Lastly, the sign 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.
5. The written text attached to this report reflects a collaboration between the Office of the City Attorney, outside legal Counsel, and the Growth Management Department. **Additionally**, the attached code includes text agreed upon by the Growth Management Staff and the Planning and Zoning Board, in conjunction with the presentation made by representatives of Clear Channel, Inc. on May 3, 2017 at the Planning and Zoning Board Meeting. These recommendations are in legislative style, with additions underlined and ~~deletions~~ in strikethrough format.

STAFF RECOMMENDATION:

Case No. T-15-2017 is recommended for approval.

## **CHAPTER 178**

### **§ 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 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.

### **§ 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.

### **§ 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.

**§ 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.

**§ 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.

**§ 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.

**§ 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 not be displayed for more than thirty (30) consecutive days nor more than a total of sixty (60) days per calendar year.

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). [Digital billboards shall not be considered as Animated, Activated or Flashing type lighting.](#)

(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) **SNIFE 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.

#### **§ 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:

- (i) Signs in conformance with the requirements of this Chapter located on property owned by a Governmental Body or on a right of way;
  - (ii) Temporary signs otherwise conforming with the requirements of this Chapter;
  - (iii) Directory Signs; or
  - (iv) 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.

**§ 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:
- (i) the owner of a sign for which a permit is required.
  - (ii) 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.

(i) 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 § 169.004. For the purpose of determining the sign permit fee, sign valuation shall be determined by the Administrator or the Administrator's designee.

(ii) 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.

(i) 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.

(ii) 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.

(iii) 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.

**§ 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 § 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.

**§ 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.

**§ 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.



**§ 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.

**§ 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.

**§ 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.

**§ 178.17 BILLBOARD SIGNS.**

(a) Billboard signs may be permitted on industrial or commercial zoned properties abutting ~~U.S. Highway No. 1,~~ (per Matt Ashley of Clear Channel, Inc. FDOT will not issue Permits for new Billboards along U.S. Highway No. 1 in Palm Bay, due to this roadway being designated as a Scenic Byway) Interstate 95, ~~and Palm Bay Road,~~ subject to the following restrictions:

(i) Height shall not exceed sixty (60) feet ~~along Interstate 95 and thirty (30) feet along U.S. Highway No. 1 and Palm Bay Road;~~

(ii) 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); and ~~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~~

(iii) 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.

(iv) 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, regardless of location, 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:

(i) Such Digital Billboard sign shall conform to State outdoor advertising regulations. There are currently only two (2) Billboard Signs in the City of Palm Bay that meet these regulations. One is located at 4250 Minton Road NE and the other is located at the NW corner of U.S. Highway No. 1 and Robert J. Conlan Boulevard NE;

(ii) Such Digital Billboard sign shall have an active State outdoor advertising permit from the Florida Department of Transportation;

(iii) The messaging area of the Digital Billboard sign (including framing, cabinetry and trim) shall not be larger than the existing sign face area;

(v) The sign height and location shall not be changed.

(vi) Minimum display time. Each message on the Digital Billboard sign shall be displayed for a minimum of (8) eight seconds.

(vii) Message Changes. All Digital Billboard static message changes shall be completed within one (1) second.

(viii) 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.

<u>Sign Face Size</u>	<u>Distance to be measured from:</u>
<u>10' 6" x 36'</u>	<u>200'</u>
<u>14' x 48'</u>	<u>250'</u>

(ix) Each Digital Billboard sign display shall have a light sensing device that will adjust the brightness as ambient light conditions change;

(x) 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.

#### **§ 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. Signs which are not effectively shielded to prevent beams or rays of light from being directed at any portion of the traveled ways in the City of Palm Bay and which are of such intensity or brilliance as to cause glare or to impair the vision of a driver of a motor vehicle or which otherwise obscure or interfere with a driver's operation of a motor vehicle are prohibited. ~~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.

#### **§ 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.

**§ 178.20 EXPRESSLY PROHIBITED SIGNS, NUISANCE.**

(a) The following types of signs, in any location, are expressly prohibited:

- (i) Abandoned Signs;
- [\(ii\) Activated signs;](#)
- (iii) Animated Signs;
- (iv) Beacon Lights;
- (v) Flashing Signs;
- (vi) Illegal Signs;
- (vii) Revolving Signs;
- (viii) Roof Signs;
- [\(ix\) Vehicle Signs;](#)
- (x) Snipe Signs;
- (xi) Any sign confusingly similar to a Government Sign;
- (xii) Any sign, other than a Government Sign, in or upon any river, bay, lake, or other body of water within the City;
- (xiii) Any sign, other than a Government Sign, upon any pier or seawall;
- (xiv) Window signs which, in aggregate, cover more than twenty-five (25) percent of the total window surface; and
- (xv) 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.

**§ 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 §70.20, 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. (d) 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.

(e) 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:

(i) Any modification that changes the structure, or type of structure, such as conversion of a wooden sign structure to a metal sign structure;

(ii) Any modification, ~~including the addition of embellishments~~ that ~~changes~~ increases the sign area or the height above ground level. Embellishments may be added provided they do not exceed 10% of the sign area; as established in Fla. Administrative Code 14-10.007; or

(iii) 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.

(f) 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.

(g) Should a legal nonconforming sign be moved for any reason, it shall thereafter conform to the requirements of this Chapter after it is moved.

(h) 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.

(i) 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.

**§ 178.22 PENALTIES.**

(a) Litter along the streets and highways, including the State highway system, public spaces, public rights-of-ways, and waterways of Palm Bay, detracts from the beauty of the city. The term “litter” shall be as defined in Florida Statute 403.413(2)(f), that is located on public property, and shall include any artificial or manmade object illegally placed within a public right-of-way or illegally nailed, fastened or affixed to any tree, public utility pole, or other object located on public property or within a public right-of-way. The terms “litter” shall include “snipe sign” as defined within this Chapter.

(b) The placement of a snipe sign on public property is transient in nature and is therefore irreparable. The existence of snipe signs are a nuisance upon the city and its staff. The adoption of the prohibition directed to snipe signs on public property shall be deemed notice of the violation. The person or business in possession or control of the snipe sign and the person or business who owns or is advertised or identified by name, address, website or other contact information on the sign may be cited upon observation of the violation. The person or business who owns or is advertised or identified on the sign shall be presumed to have permitted the placement of the snipe sign in the absence of evidence to the contrary. The term “transient in nature” shall mean that a condition exists on a temporary, periodic, or non-permanent basis. The term “irreparable” shall mean the condition is incapable of being remedied, as the harm sought to be prevented has already occurred.

(c) Violations of this Section shall be unlawful and shall be subject to the fines set forth in this subsection. Each piece of litter or separate sign that a person illegally place on or affixes to public property in violation of this Section shall be deemed a separate violation. The schedule for fines for the violations shall be as follows:

<b><u>Offense</u></b>	<b><u>Fine</u></b>
<u>1<sup>st</sup></u>	<u>\$50</u>
<u>2<sup>nd</sup></u>	<u>\$100</u>
<u>3<sup>rd</sup> and each thereafter</u>	<u>\$150</u>

(d) Any litter or snipe sign placed on or affixed to public property or placed in the road right-of-way, including but not limited to public property and rights-of-way along or adjoining any roadway, in violation of this Section is hereby declared to be abandoned property and is thereby subject to being removed by an employee of the Code Compliance Division or a member of the Volunteer Citizens on Patrol (V-COP).

(e) The Division Manager of the Palm Bay Code Compliance Division, or his or her designee, shall have the duty to enforce this subsection (178.22) through such assigned personnel as the Manager or designee determines to be appropriate.

(f) A violation of the snipe sign prohibitions of this Section shall be documented by a digital photograph taken by a Code Compliance Officer or V-COP.

(g) The Code Enforcement Board shall hear charges of code violations pursuant to the issuance of citations. The Board shall operate in the manner established in Chapter 52 of the Palm Bay Code of Ordinances.

**CHAPTER 178 APPENDIX A**

<b>SCHEDULE OF SIGNS IN COMMERCIAL ZONING DISTRICTS</b>						
<i>Sign Type</i>	<i>District(s)</i>	<i>Maximum Number</i>	<i>Maximum Area</i>	<i>Maximum Height</i>	<i>Placement</i>	<i>Illumination</i>
A-Frame	All	1 per street frontage	16 sq. ft.	10 ft.	At the Property Line	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.	Non- Regulated	None
Bench	All	1 per bench	3 sq. ft.	6 ft.	Non-Residential	None
Billboard	See §178.17	See §178.17	See §178.17	See §178.17	See §178.17	External or Internal
Construction	All	1 per street frontage	16 sq. ft.	10 ft.	10' from any Property line	None
Directory	All	1 per street frontage	3 sq. ft.	3 ft.	At the Property Line	None
Electronic Message	All	1 per street frontage	64 sq. ft.	10' height @ < 150' frontage 25' height @ + 150' frontage	10' from any Property line	Internal
Freestanding Frame	All	1 per street frontage	64 sq. ft.	10' height @ < 150' frontage 25' height @ + 150' frontage	10' from any Property line	Int/Ext
Future Improvement	All	1 per street frontage	16 sq. ft.	10 ft.	10' from any Property line	No
Human Sign Holder	All	1 per street frontage	16 sq. ft.	10 ft.	No such Sign shall impede visibility for traffic safety	None

Inflated	All	1 per street frontage	Non-Restricted.	25 ft.	10' from any Property line	External or Internal
Marquee	All	1 per street frontage	12 sq. ft.	N/A	Attached	External or Internal
Monument	All	1 per street frontage	64 sq. ft.	10' height @ < 150' frontage 25' height @ + 150' frontage	10' from any Property Line	External or Internal
Pole	All	1 per street frontage	64 sq. ft.	10' height @ < 150' frontage 25' height @ + 150' frontage	10' from any Property Line	Internal
Portable	All	1 per street frontage	64 sq. ft.	10 ft.	Non- Regulated	Internal
Pylon	All	1 per street frontage	64 sq. ft.	10' height @ < 150' frontage 25' height @ + 150' frontage	10' from any Property Line	Internal
Real Estate	All	1 per street frontage	16 sq. ft.	10 ft.	10' from any Property Line	No
Transit Shelter	All	1 per developed parcel	16 sq. ft.	10 ft.	Right-of-way	External or Internal
<del>Vehicle</del>	<del>All</del>	<del>1 per street frontage</del>	<del>N/A</del>	<del>N/A</del>	<del>N/A</del>	<del>N/A</del>
Wall	All	1 per street frontage	Max 10% of Wall Area	Not Above Average Roofline	On the Principle Building	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						
<i>Sign Type</i>	<i>District(s)</i>	<i>Maximum Number</i>	<i>Maximum Area</i>	<i>Maximum Height</i>	<i>Placement</i>	<i>Illumination</i>
A-Frame	All	1 per street frontage	16 sq. ft.	10 ft.	10' from any Property line	None
Awning	All	1 per street frontage	10% of Area	Not above than roof line	On the Principle Building	External or Internal
Banner	All	Non-Reg. per street frontage	Non-Regulated	25 ft.	Non-regulated	None
Bench	All	1 per bench	3 sq. ft.	6 ft.	Non-Residential	None
Billboard	See §178.17	See §§178.17	See §§178.17	See §§178.17	See §§178.17	External or Internal
Construction	All	1 per street frontage	16 sq. ft.	10 ft.	10' from any Property line	None
Directory	All	1 per street frontage	3 sq. ft.	3 ft.	10' from any Property line	Ext. on Int.
Electronic Message	All	1 per street frontage	64 sq. ft.	10 @ 150' < ft. 25 @ + 150'	10' from any 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 any Property line	Int/Ext.
Future Improvement	All	1 per street frontage	16 sq. ft.	10 ft.	10' from any 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 any property line	External or Internal
Marquee	All	1 per street frontage	12 sq. ft.	N/A	Attached	External or Internal

Monument	All	1 per street frontage	64 sq. ft.	10 ft.	10' from any Property line	External or Internal
Pole	All	1 per street frontage	64 sq. ft.	10' < 150' ft. 25' @ 150 >'	10' from any Property line	Internal
Portable	All	1 per street frontage	64 sq. ft.	10 ft.	Non-regulated	Internal
Pylon	All	1 per street frontage	64 sq. ft.	10' < 150' ft. 25' + 150 '	10' from any Property line	Internal
Real Estate	All	1 per street frontage	16 sq. ft.	10 ft.	10' from any Property line	None
Transit Shelter	All	1 per developed parcel	16 sq. ft.	10 ft.	Right-of-Way	External or Internal
<del>Vehicle</del>	<del>All</del>	<del>1 per street frontage</del>	<del>N/A</del>	<del>N/A</del>	<del>N/A</del>	<del>N/A</del>
Wall	All	1 per street frontage	10% of wall Placement.	Not Above the Average Roof Line	On the Principle Building	External
Window	All	1 per street frontage	10% Max. Of Place	N/A	N/A	None

CHAPTER 178 APPENDIX C

SCHEDULE OF SIGNS IN RESIDENTIAL ZONING DISTRICTS						
<i>Sign Type</i>	<i>District(s)</i>	<i>Maximum Number</i>	<i>Maximum Area</i>	<i>Maximum Height</i>	<i>Placement</i>	<i>Illumination</i>
Construction	All	1 per street frontage	16 sq. ft.	10 ft.	10' from any Property Line	None
Directory	All	1 per street frontage	3 sq. ft.	3 ft.	10' from any Property Line	None
Future Improvement	All	1 per street frontage	16 sq. ft.	10 ft.	10' from any Property line	None
Real Estate	All	1 per street frontage	16 sq. ft.	10 ft.	10' from any Property line	None
Subdivision	All	2 per street frontage	32 sq. ft.	10 ft.	Not within the 10' sight Visibility Triangle	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
<del>A-Frame</del>	<del>All</del>	<del>1 per street frontage</del>	<del>16 sq. ft.</del>	<del>10 ft.</del>	<del>At the Property Line</del>	<del>None</del>
<del>Awning</del>	<del>All</del>	<del>1 per street frontage</del>	<del>10% of wall Area</del>	<del>10 ft.</del>	<del>Attached</del>	<del>Int. or Ext.</del>
<del>Banner</del>	<del>All</del>	<del>Non- Regulated</del>	<del>Non- Regulated</del>	<del>25 ft.</del>	<del>Non-regulated</del>	<del>None</del>
<del>Bench</del>	<del>All</del>	<del>1 per bench</del>	<del>3 sq. ft.</del>	<del>6 ft.</del>	<del>Non-Residential</del>	<del>None</del>
<del>Billboard</del>	<del>See §178.17</del>	<del>See §§178.17</del>	<del>680 sq. ft.</del>	<del>60 ft.</del>	<del>See §§178.17</del>	<del>External or Internal</del>
<del>Electronic Message</del>	<del>All</del>	<del>1 per street frontage</del>	<del>64 sq. ft.</del>	<del>10' height @ &lt;150' frontage 25' height @ +150' frontage</del>	<del>10' from any Property line</del>	<del>Internal</del>
<del>Freestanding Frame</del>	<del>All</del>	<del>1 per street frontage</del>	<del>64 sq. ft.</del>	<del>10' height @ &lt;150' frontage 25' height @ +150' frontage</del>	<del>10' from any Property line</del>	<del>Int/Ext</del>
<del>Human Sign Holder</del>	<del>All</del>	<del>1 per street frontage</del>	<del>16 sq. ft.</del>	<del>10 ft.</del>	<del>No such Sign shall impede visibility for traffic safety</del>	<del>None</del>
<del>Inflated</del>	<del>All</del>	<del>1 per street frontage</del>	<del>Non- Restricted.</del>	<del>25 ft.</del>	<del>10' from Property line.</del>	<del>External or Internal</del>
<del>Marquee</del>	<del>All</del>	<del>1 per street frontage</del>	<del>12 sq. ft.</del>	<del>N/A</del>	<del>Attached</del>	<del>External or Internal</del>

Monument	All	1-per street frontage	64sq. ft.	10' height @ < 150' frontage 25' height @ + 150' frontage	10' from any Property Line	External or Internal
Pole	All	1-per street frontage	64 sq. ft.	10' height @ < 150' frontage 25' height @ + 150' frontage	10' from any Property Line	Internal
Portable	All	1-per street frontage	64 sq. ft.	10 ft.	Non-regulated	Internal
Pylon	All	1-per street frontage	64 sq. ft.	10' height @ < 150' frontage 25' height @ + 150' frontage	10' from any Property Line	Internal
Wall	All	1-per street frontage	Max 10% of wall Area	Not Above the Average Roofline	On the Principle Building	External



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Landdevelopment@palmbayflorida.org

## CODE TEXTUAL AMENDMENT APPLICATION

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

1) NAME OF APPLICANT (Type or print) City of Palm Bay (Office of the City Attorney)

ADDRESS 120 Malabar Road SE

CITY Palm Bay STATE FL ZIP 32907

PHONE # (321) 409-7185 FAX # \_\_\_\_\_

E-MAIL ADDRESS andrew.lannon@palmbayflorida.org

PERSON(S) TO BE NOTIFIED (if different from above) \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE # \_\_\_\_\_ FAX # \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

2) ORDINANCE SECTION PROPOSED TO BE CHANGED: Chapter 178: SIGNS

3) PROPOSED LANGUAGE (attach addendum if necessary): See Attached.

4) JUSTIFICATION FOR PROPOSED CHANGE (attach other documents if necessary): \_\_\_\_\_

The Sign Code is being re-written and updated to conform to applicable federal laws and regulations.

5) \*A \$1,000.00 APPLICATION FEE. MAKE CHECK PAYABLE TO "CITY OF PALM BAY."

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

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 CODE TEXTUAL AMENDMENT APPLICATION AND THAT THE FACTS STATED IN IT ARE TRUE.**

Signature of Applicant  Date 4/6/2017  
Printed Name of Applicant Andrew Lannon, City Attorney

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

**PLANNING AND ZONING BOARD  
RECOMMENDATION  
May 18, 2017**

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

**T-15-2017 – CITY OF PALM BAY (OFFICE OF THE CITY ATTORNEY)**

**Staff Conclusion:**

Approval of the request.

**Planning and Zoning Board Recommendation:**

Mr. Murphy presented the staff report for Case T-15-2017. The applicant had requested a textual amendment to the Code of Ordinances, Title XVII, Land Development Code, Chapter 178: Signs, in order to adopt a new Sign Code. Staff recommended Case T-15-2017 for approval.

Mr. Murphy reviewed and clarified Growth Management Department's exceptions to the new sign code language proposed by the City Attorney. Specifically, removal of wording from Section 178.10(f) that would grant a sign permit if staff failed to issue a final written determination within 30 days; removal of wording from Section 178.17 that would allow billboards on Palm Bay Road and U.S. Highway No. 1; and the removal of several commercial-type signs from Chapter 178 Appendix C, Schedule of Signs in Residential Zoning Districts.

Mr. Matt Ashley (Clear Channel Outdoor) stated that the Florida Department of Transportation (FDOT) was no longer issuing billboard permits on scenic highways such as U.S. Highway No. 1.

Ms. Jordan stressed the need for more restrictions and penalties for Snipe sign violations, and she submitted proposed code language from the City of Jacksonville. Ms. Maragh questioned whether the language would affect realtor, political, or event signage. Ms. Jordan indicated that those signs would not be affected. Mr. Murphy agreed to research and prepare the snipe signage language for the City Council hearing.

Mr. Murphy remarked that there was also an issue with how the size of billboards were calculated in the new sign code. Growth Management Department staff wanted wording for Section 178.17(A) to include cabinetry and trim embellishments when calculating billboard sizes. Mr. Ashley explained that embellishments on digital billboards allowed for sign creativity and was typically excluded from size calculations. Measurements for sign embellishments were already regulated by FDOT.

Mr. Warner wanted to know how a digital billboard on top of an Interstate-95 commercial building would be addressed. Mr. Murphy explained that a billboard on

a roof would have to meet the requirements of a wall sign that was restricted to ten percent of the wall space. Mr. Ashley added that if advertising the building's business, the sign would fall under the onsite code.

Mr. Ashley submitted his code recommendations to staff, which included clarification for the definition of digital billboards; FDOT illumination standards; and exclusion of embellishments from billboard calculations. Mr. Murphy was in agreement with the digital billboard definition and the FDOT illumination standards.

Mr. Ashley discussed the allowance of billboards on Palm Bay Road. Mr. Weinberg and Mr. Stroderd were opposed to Palm Bay Road billboards.

Mr. Craig Swygert (Clear Channel Outdoor central offices president) reiterated how FDOT regulated cabinetry and trim embellishments for digital signs. He explained why the size of billboards should be increased if embellishments were included in the calculations. Mr. Murphy noted that Section 178.17 addressed both static and electronic billboards, and billboard locations were not necessarily within an FDOT right-of-way. Mr. Swygert assured staff that FDOT standards would be applied regardless of billboard location since state permits were a requirement.

Based on the discussion and explanations that ensued, staff and the board were in favor of adopting FDOT standards and excluding embellishments from billboard size calculations. Mr. Swygert would provide staff with FDOT language.

Mr. Swygert wanted to confirm that existing structures on Minton Road could be converted to digital billboards. Mr. Murphy agreed to include in the code specific addresses on Minton Road and Malabar Road that were permissible billboard locations.

Mr. Swygert and Mr. Ashley described how billboards on Palm Bay Road would benefit the City with local advertising, instant messaging for law enforcement, and free space time for charities. Palm Bay Road was a commercial road. The billboards would help the local economy with affordable advertising. Mr. Murphy noted that based on the proposed language, approximately 18 billboards would be allowed on Palm Bay Road. Mr. Pezzillo, Mr. Stroderd, Mr. Weinberg, Mr. Woodrum, and Ms. Maragh were opposed to billboards on Palm Bay Road. Ms. Jordan was in favor of billboards on Palm Bay Road because of the service the signage would provide to the community. Mr. Warner was also in favor of billboards on Palm Bay Road.

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



Further discussion ensued regarding sign embellishments and locations.

Motion by Mr. Stroderd, seconded by Ms. Jordan to submit Case T-15-2017 to City Council for approval of a textual amendment to the Code of Ordinances, Title XVII, Land Development Code, Chapter 178: Signs, in order to adopt a new Sign Code, subject to the condition that language be added to address penalties for snipe sign violations; Florida Department of Transportation requirements be adopted for cabinetry and trim; cabinetry and trim embellishments be excluded from billboard size calculations; and Palm Bay Road and residential areas be prohibited locations for billboard signage. The motion carried with members voting unanimously.

City Council will hear Case T-15-2017 on May 18, 2017.

## **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). Digital billboards shall not be considered as Animated, Activated or Flashing type lighting.

(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) **SNIFE 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, ~~and~~ Interstate 95, ~~and Palm Bay Road~~ within the City limits. Notwithstanding any other provision contained herein, an existing legal nonconforming Billboard Sign, regardless of location, 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. There are currently only two (2) Billboard Signs in the City of Palm Bay that meet these regulations. One is located at 4250 Minton Road NE, and the other is located at the northwest corner of U.S. Highway No. 1 and Robert J. Conlan Boulevard NE;

(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.

Sign Face Size	Distance to be measured from
10' 6" x 36'	200'
14' x 48'	250'

(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.~~ Signs which are not effectively shielded to prevent beams or rays of light from being directed at any portion of the traveled ways in the City of Palm Bay and which are of such intensity or brilliance as to cause glare or to impair the vision of a driver of a motor vehicle or which otherwise obscure or interfere with a driver's operation of a motor vehicle are prohibited.

(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) Activated Signs;

(3) Animated Signs;

(4) Beacon Lights;

(5) Flashing Signs;

(6) Illegal Signs;

(7) Revolving Signs;

(8) Roof Signs;

(9) Vehicle Signs;

(10) Snipe Signs;

(11) Any sign confusingly similar to a Government Sign;

(12) Any sign, other than a Government Sign, in or upon any river, bay, lake, or other body of water within the City;

(13) Any sign, other than a Government Sign, upon any pier or seawall;

(14) Window signs which, in aggregate, cover more than twenty-five (25) percent of the total window surface; and

(15) 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 Section 70.20, 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~~ increases the sign area or the height above ground level. Embellishments may be added provided they do not exceed ten percent (10%) of the sign area, as established in Fla. Admin. Code § 14-10.007; 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 178.22 PENALTIES.**

(A) Litter along the streets and highways, including the State highway system, public spaces, public rights-of-ways, and waterways of Palm Bay, detracts from the beauty of the city. The term "litter" shall be as defined in Florida Statute 403.413(2)(f), that is located on public property, and shall include any artificial or manmade object illegally placed within a public right-of-way or illegally nailed, fastened or affixed to any tree, public utility pole, or other object located on public property or within a public right-of-way. The terms "litter" shall include "snipe sign" as defined within this Chapter.

(B) The placement of a snipe sign on public property is transient in nature and is therefore irreparable. The existence of snipe signs are a nuisance upon the city and its staff. The adoption of the prohibition directed to snipe signs on public property shall be deemed notice of the violation. The person or business in possession or control of the snipe sign and the person or business who owns or is advertised or identified by name, address, website or other contact information on the sign may be cited upon observation of the violation. The person or business who owns or is advertised or identified on the

sign shall be presumed to have permitted the placement of the snipe sign in the absence of evidence to the contrary. The term "transient in nature" shall mean that a condition exists on a temporary, periodic, or non-permanent basis. The term "irreparable" shall mean the condition is incapable of being remedied, as the harm sought to be prevented has already occurred.

(C) Violations of this Section shall be unlawful and shall be subject to the fines set forth in this subsection. Each piece of litter or separate sign that a person illegally place on or affixes to public property in violation of this Section shall be deemed a separate violation. The schedule for fines for the violations shall be as follows:

Offense	Fine
1 <sup>st</sup>	\$50
2 <sup>nd</sup>	\$100
3 <sup>rd</sup> and each thereafter	\$150

(D) Any litter or snipe sign placed on or affixed to public property or placed in the road right-of-way, including but not limited to public property and rights-of-way along or adjoining any roadway, in violation of this Section is hereby declared to be abandoned property and is thereby subject to being removed by an employee of the Code Compliance Division or a member of the Volunteer Citizens on Patrol (V-COP).

(E) The Division Manager of the Palm Bay Code Compliance Division, or his or her designee, shall have the duty to enforce this subsection (178.22) through such assigned personnel as the Manager or designee determines to be appropriate.

(F) A violation of the snipe sign prohibitions of this Section shall be documented by a digital photograph taken by a Code Compliance Officer or V-COP.

(G) The Code Enforcement Board shall hear charges of code violations pursuant to the issuance of citations. The Board shall operate in the manner established in Chapter 52 of the Palm Bay Code of Ordinances."

**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.

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William Capote, MAYOR

ATTEST:

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Terese M. Jones, CITY CLERK

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

## CHAPTER 178 APPENDIX A

SCHEDULE OF SIGNS IN COMMERCIAL ZONING DISTRICTS						
<i>Sign Type</i>	<i>District(s)</i>	<i>Maximum Number</i>	<i>Maximum Area</i>	<i>Maximum Height</i>	<i>Placement</i>	<i>Illumination</i>
A-Frame	All	1 per street frontage	<u>16</u> sq. ft.	<u>10</u> ft.	Property Line. <u>Temporary</u>	None
Awning	All	1 per street frontage	<u>10%</u> of wall Area	<u>10</u> ft.	Attached	Int. or Ext.
Banner	All	<u>Non-Regulated.</u>	Non-Regulated.	<u>25</u> ft. <u>Proposed</u>	20 Day Permit X3	No. None
Bench	All	1 per _____	<u>3</u> sq. ft.	<u>6</u> 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	<u>16</u> sq. ft.	<u>10</u> ft.	10' from Property line.	None
Directory	All	1 per street frontage	<u>3</u> sq. ft.	<u>3</u> ft.	Property Line.	None
Electronic Message	All	1 per street frontage	<u>64</u> sq. ft.	10' height @ < 150' frontage 25' height @ + 150' frontage	10' from Property line.	Internal
Freestanding Frame	All	<u>1</u> per street frontage	<u>64</u> sq. ft.	10' height @ < 150' frontage 25' height @ + 150' frontage	10' from Property line.	Int/Ext
Future Improvement	All	1 per street frontage	<u>16</u> sq. ft.	<u>10</u> ft.	10' from Property line.	No
Human Sign Holder	All	1 per street frontage	<u>16</u> sq. ft.	<u>10</u> ft.	No such Sign shall impede vis. for traffic safety	No None
Inflated	All	1 per street frontage	Non-Restricted.	<u>25</u> ft.	10' from Property line. Temp – 3 Day Max.	External or Internal
Marquee	All	1 per street frontage	<u>12</u> sq. ft.	N/A	Attached	External or Internal
Monument	All	1 per street frontage	<u>64</u> sq. ft.	10' height @ < 150'	10' from Property Line.	External or Internal

				frontage 25' height @ + 150' frontage		
Pole	All	1 per street frontage	<u>64</u> sq. ft.	10' height @ < 150' frontage 25' height @ + 150' frontage	10' from Property Line.	Internal
Portable	All	1 per street frontage	<u>64</u> sq. ft.	<u>10</u> ft.	20 Day Permit	Internal
Pylon	All	1 per street frontage	<u>64</u> sq. ft.	10' height @ < 150' frontage 25' height @ + 150' frontage	10' from Property Line.	Internal
Real Estate	All	1 per street frontage	<u>16</u> sq. ft.	<u>10</u> ft.	10' from Property Line.	No
Transit Shelter	All	1 per developed parcel	<u>16</u> sq. ft.	<u>10</u> ft.	Right of way.	External or Internal
<del>NO</del> <del>Vehicle</del>	<del>All</del>	<del>1 per street</del> <del>frontage</del>	<del>N/A</del>	<del>N/A</del>	<del>N/A</del>	<del>N/A</del>
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

<b>SCHEDULE OF SIGNS IN INDUSTRIAL ZONING DISTRICTS</b>						
<i>Sign Type</i>	<i>District(s)</i>	<i>Maximum Number</i>	<i>Maximum Area</i>	<i>Maximum Height</i>	<i>Placement</i>	<i>Illumination</i>
A-Frame	All	1 per street frontage	<u>16</u> sq. ft.	<u>10</u> 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.	<u>25</u> ft.	Temporary Permit 20 day max.	None
Bench	All	1 per Parcel?	<u>3</u> sq. ft.	<u>6</u> 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	<u>16</u> sq. ft.	<u>10</u> ft.	10' from Property line.	None
Directory	All	1 per street frontage	<u>3</u> sq. ft.	<u>3</u> ft.	From Property line.	Ext. on Int.
Electronic Message	All	1 per street frontage	<u>64</u> sq. ft.	10 @ 150' < ft. 25 @ + 150'	10' from Property line.	No Cinematic Movement 0 Lumens @ Property line.
Freestanding Frame	All	<u>1</u> per street frontage	<u>64</u> sq. ft.	10' @ 150' < , ft. 25 @ 150' >	10' from Property line.	Int/Ext.
Future Improvement	All	1 per street frontage	<u>16</u> sq. ft.	<u>10</u> ft.	10' from Property line.	None
Human Sign Holder	All	1 per street frontage	<u>16</u> sq. ft.	<u>10</u> ft.	No such sign shall impede vision for traffic safety	None
Inflated	All	1 per street frontage	Non-Restricted.	<u>25</u> ft.	10' from prop. Temp. 3 days Max.	External or Internal
Marquee	All	1 per street frontage	<u>12</u> sq. ft.	N/A	Attached	External or Internal
Monument	All	1 per street	<u>64</u> sq. ft.	<u>10</u> ft.	10' from	External or

		frontage			Property line.	Internal
Pole	All	1 per street frontage	<u>64</u> sq. ft.	10' < 150' ft. 25' @ 150 >'	10' from Property line.	Internal
Portable	All	1 per street frontage	<u>64</u> sq. ft.	<u>10</u> ft.	20 day Permit.	Internal
Pylon	All	1 per street frontage	<u>64</u> sq. ft.	10' < 150' ft. 25' + 150 '	10' from Property line.	Internal
Real Estate	All	1 per street frontage	<u>16</u> sq. ft.	<u>10</u> ft.	10' from Property line.	No.
Transit Shelter	All	1 per developed parcel	<u>16</u> sq. ft.	<u>10</u> 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

<i>Sign Type</i>	<i>District(s)</i>	<i>Maximum Number</i>	<i>Maximum Area</i>	<i>Maximum Height</i>	<i>Placement</i>	<i>Illumination</i>
Construction	All	1 per street frontage	<u>16</u> sq. ft.	<u>10</u> ft.	10' from any Property Line.	NO
Directory	All	1 per street frontage	<u>3</u> sq. ft.	<u>3</u> ft.	Property Line.	NO
Future Improvement	All	1 per street frontage	<u>16</u> sq. ft.	<u>10</u> ft.	10' from any Property line.	NO
Real Estate	All	1 per street frontage	<u>16</u> sq. ft.	<u>10</u> ft.	10' from any Property line.	No
Subdivision	All	<u>2</u> per street frontage	<u>32</u> sq. ft.	<u>10</u> ft.	10' sight Vis Triangle Reg.	Internal or External
Transit Shelter	Mixed Use Commercial /Residential	1 per developed parcel	<u>16</u> sq. ft.	<u>10</u> ft.	Right of Way	No External or Internal


A-Frame	All	1 per street frontage	<u>16</u> sq. ft.	<u>10</u> ft.	Property Line. <u>Temporary</u>	None
Awning	All	1 per street frontage	<u>10%</u> of wall Area	<u>10</u> ft.	Attached	Int. or Ext.
Banner	All	<u>Non-Regulated.</u>	Non-Regulated.	<u>25 ft. Proposed</u>	20 Day Permit X3	No. None
Bench	All	1 per ____	<u>3</u> sq. ft.	<u>6</u> 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



## LEGISLATIVE MEMORANDUM

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

**FROM:** Gregg Lynk, City Manager 

**DATE:** May 18, 2017

**RE:** Textual Amendment Request – City of Palm Bay – Growth Management Department

City of Palm Bay - Growth Management Department has submitted an application for a textual amendment to the Code of Ordinances, Title XVII, Land Development Code, Chapter 184: Subdivisions, in order to adopt provisions for water and sewer in minor subdivisions.

**REQUESTING DEPARTMENT:**

Growth Management

**STAFF FINDINGS:**

Case No. T-22-2017 is recommended for approval.

**Planning and Zoning Board Recommendation:**

Unanimous approval of the request.

Attachment: 1) Case No. T-22-2017  
2) Ordinance

PJM/cp/cb



DATE: MAY 3, 2017  
CASE #: T-22-2017

*CITY OF PALM BAY*

# LAND DEVELOPMENT DIVISION STAFF REPORT

## TEXTUAL AMENDMENT APPLICATION

**PROPOSAL:** A textual amendment to the Code of Ordinances, Title XVII, Land Development Code, Chapter 184: Subdivisions, in order to adopt provisions for water and sewer in minor subdivisions.

**CODE CITATION:** Section 184.34

**APPLICABILITY:** Citywide

**APPLICANT:** City of Palm Bay – Growth Management Department

**COMPLIANCE WITH THE  
COMPREHENSIVE PLAN:** Not specifically addressed

BACKGROUND:

1. A textual amendment to the Code of Ordinances, Title XVII, Land Development Code, Chapter 184: Subdivisions, in order to adopt provisions for water and sewer in minor subdivisions.
2. The applicant for this amendment is the City of Palm Bay's Growth Management Department.
3. Proposed language for this amendment in legislative style with additions underlined and ~~deletions~~ in strikethrough format, is attached

ANALYSIS:

1. The purpose of the subdivision ordinance is to protect and provide for the public health, safety and general welfare of the city, in accordance with the City's Comprehensive Plan. This is accomplished through the establishment of reasonable standards of design and procedures for subdivisions and re-subdivisions of land. The chapter also seeks to ensure that public facilities are available and will have sufficient capacity to serve the proposed subdivision; assure the adequacy of drainage facilities; prevent pollution of surface water; and encourage the wise use and management of natural resources throughout the city.
2. Chapter 184 of the Palm Bay Code of Ordinances was adopted in 1996 and has had several minor amendments since that time. Most recently, the Chapter was amended to allow developers to post a bond that covers the cost of constructing a new sidewalk when the proposed subdivision is along a section of roadway that has no connecting sidewalks. The chapter was also recently amended for the inclusion of an administrative process that allows for a minor subdivision of land.
3. The purpose of this amendment is to provide requirements for constructing minor subdivisions, with respect to the provision of water and sewer. Since the minor subdivision section was adopted, staff has received feedback from developers that the development of small subdivisions on city water and sewer is cost-prohibitive. Therefore, in drafting the attached language staff researched Chapter 381 of the Florida Statutes, which regulates the issuance of septic tank permits.

STAFF FINDINGS:

Case No. T-22-2017 is recommended for approval.

§ 184.34 MINOR SUBDIVISIONS.

(A) *Minor subdivisions.* Division of such parcels into no more than ~~six (6)~~ ten (10) lots that comply with the following criteria shall be considered a minor subdivision and shall be administratively reviewed in two (2) stages: 1) preliminary plat review; and 2) construction plan and final plat review. A minor subdivision may be approved for a division of land if the following conditions are met:

(D) Provision of water and sewer: A minor subdivision may be developed under the following parameters:

(1) Parcels with city water available to them, meaning existing water lines running along the parcel's frontage or across the street that the parcel has frontage upon, may be exempt from providing city sewer if existing sewer lines are not located within ¼ mile of the parcel. This distance shall be measured using existing road right-of-ways. For such a parcel of land, the lots in the minor subdivision shall be a minimum of ½ acre in size. The subdivision must connect to the city water system.

(2) Parcels with city water available to them, and existing sewer lines located within ¼ mile of the parcel must provide sewer to each lot, regardless of the size of the lots in the subdivision. The subdivision must connect to the city water system.

(3) Parcels located within areas that do not have either water or sewer lines available to them shall be required to provide both water and sewer to the subdivision, unless each lot is a minimum of one (1) acre in size. If both water and sewer are brought to the site, then the minimum lot size shall be consistent with what is provided for in the applicable Zoning District.





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

## CODE TEXTUAL AMENDMENT APPLICATION


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

- 1) NAME OF APPLICANT (Type or print) City of Palm Bay, Growth Management Department  
ADDRESS 120 Malabar Road SE  
CITY Palm Bay STATE Florida ZIP 32907  
PHONE # 321-733-3041 FAX # 321-953-8920  
E-MAIL ADDRESS stuart.buchanan@palmbayflorida.org  
PERSON(S) TO BE NOTIFIED (if different from above) Stuart Buchanan, Growth Management Director  
ADDRESS \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
PHONE # \_\_\_\_\_ FAX # \_\_\_\_\_  
E-MAIL ADDRESS \_\_\_\_\_
- 2) ORDINANCE SECTION PROPOSED TO BE CHANGED: 184.34 Minor Subdivisions
- 3) PROPOSED LANGUAGE (attach addendum if necessary): See Attached
- 4) JUSTIFICATION FOR PROPOSED CHANGE (attach other documents if necessary): \_\_\_\_\_  
Provide Additional Standards for Minor Subdivisions
- 5) \*A \$1,000.00 APPLICATION FEE. MAKE CHECK PAYABLE TO "CITY OF PALM BAY."

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

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 CODE TEXTUAL AMENDMENT APPLICATION AND THAT THE FACTS STATED IN IT ARE TRUE.**

**Signature of Applicant**  **Date** 3/31/17  
**Printed Name of Applicant** Stuart Buchanan, Growth Management Director

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

**PLANNING AND ZONING BOARD  
RECOMMENDATION  
May 18, 2017**

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

**T-22-2017 – CITY OF PALM BAY**

**Staff Conclusion**

Approval of the request.

**Planning and Zoning Board Recommendation:**

Motion by Ms. Jordan, seconded by Mr. Stroder to submit Case T-22-2017 to City Council for approval of a textual amendment to the Code of Ordinances, Title XVII, Land Development Code, Chapter 184: Subdivisions, in order to adopt provisions for water and sewer in minor subdivisions. The motion carried with members voting unanimously.

## ORDINANCE NO. 2017-40

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, TITLE XVII, LAND DEVELOPMENT CODE, CHAPTER 184, SUBDIVISIONS, IN ORDER TO ADOPT PROVISIONS FOR WATER AND SEWER IN MINOR SUBDIVISIONS; PROVIDING FOR THE REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR INCLUSION IN THE CITY OF PALM BAY CODE OF ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

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

**SECTION 1.** The City of Palm Bay Code of Ordinances, Title XVII, Land Development Code, Chapter 184, Subdivisions, Section 184.34, Minor Subdivisions, is hereby amended and shall henceforth read as follows:

“184.34 MINOR SUBDIVISIONS.

(A) *Minor subdivisions.* Division of such parcels into no more than ~~six (6)~~ ten (10) lots, that comply with the following criteria, shall be considered a minor subdivision and shall be administratively reviewed in two (2) stages: 1) preliminary plat review; and 2) construction plan and final plat review. A minor subdivision may be approved for a division of land if the following conditions are met:

\* \* \*

(D) Provision of water and sewer. A minor subdivision may be developed under the following parameters:

(1) Parcels with city water available to them, meaning existing water lines running along the parcel's frontage or across the street that the parcel has frontage upon, may be exempt from providing city sewer if existing sewer lines are not located within one-quarter (¼) mile of the parcel. This distance shall be measured using existing road right-of-ways. For such a parcel of land, the lots in the minor subdivision shall be a minimum of one-half (½) acre in size. The subdivision must connect to the city water system.

(2) Parcels with city water available to them, and existing sewer lines located within one-quarter (¼) mile of the parcel, must provide sewer to each lot, regardless of the size of the lots in the subdivision. The subdivision must connect to the city water system.

(3) Parcels located within areas that do not have either water or sewer lines available to them shall be required to provide both water and sewer to the subdivision, unless each lot is a minimum of one (1) acre in size. If both water and sewer are brought to the site, then the minimum lot size shall be consistent with what is provided for in the applicable Zoning District.”

**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: \_\_\_\_\_



## LEGISLATIVE MEMORANDUM

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

**FROM:** Gregg Lynk, City Manager 

**DATE:** May 18, 2017

**RE:** Conditional Use Request - Copper Chimney Grill, LLC. (Maulik Shah)

Copper Chimney Grill, LLC. (Maulik Shah) has submitted an application for conditional use approval to allow a restaurant to serve alcohol upon a property zoned NC, Neighborhood Commercial District.

**REQUESTING DEPARTMENT:**

Growth Management

**STAFF FINDINGS:**

Staff recommends approval of Case No. CU-19-2017, subject to compliance with all applicable City Codes and other governmental regulations.

**Planning and Zoning Board Recommendation:**

Unanimous approval of the request.

Attachments:      1) Case No. CU-19-2017  
                             2) Ordinance

PJM/cp/cb



DATE: MAY 3, 2017  
CASE #: CU-19-2017

*CITY OF PALM BAY*

# LAND DEVELOPMENT DIVISION STAFF REPORT

## APPLICATION

- PROPOSAL:** The applicant is requesting conditional use approval to allow a restaurant to serve alcohol upon a property zoned NC, Neighborhood Commercial District.
- LOCATION:** The restaurant, Copper Chimney, is located within the San Filippo Commercial Center at the northeast corner of San Filippo Drive SE and Wyoming Drive SE. Specifically, the property is located at 1181 San Filippo Drive SE.
- APPLICANT:** Copper Chimney Grill, LLC. (Maulik Shah)

## SITE DATA

**PRESENT ZONING:** NC, Neighborhood Commercial District

**ACREAGE:** 3.62 acres (+)

**DENSITY:** Not Applicable

### ADJACENT ZONING

#### & LAND USE:

- N** -- RS-2, Single Family Residential; Single Family Homes  
**E** -- RS-2, Single Family Residential; Single Family Homes  
**S** -- NC, Neighborhood Commercial; Wyoming Drive  
**W** -- NC, Neighborhood Commercial; San Filippo Drive

**WATER & SEWER:** City Water & Sewer

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

**COMPLIANCE WITH THE  
COMPREHENSIVE PLAN:** Yes

**BACKGROUND:**

1. The applicant, Copper Chimney Grill, LLC., is requesting conditional use approval to allow a restaurant to serve alcohol upon a property zoned NC, Neighborhood Commercial District. The restaurant is located within the San Filippo Commercial Center, at the northeast corner of San Filippo Drive SE and Wyoming Drive SE. Specifically, the property is located at 1181 San Filippo Drive SE.
2. Adjacent to the property on the north and east are vacant lots and single family homes, which are zoned RS-2, Single Family Residential. The subject parcel is bordered by Wyoming Drive to the south and San Filippo Drive to the west. Specifically, the property is Tract B, Port Malabar Unit 18, and contains approximately 3.62 acres of land.
3. On April 20, 2017 the Palm Bay City Council approved a textual amendment submitted by the same applicant to allow restaurants located in NC Zoning Districts to serve alcohol, as a Conditional Use (Ordinance 2017-30). This ordinance established the requirement that in order to serve alcohol the establishment shall be licensed by the Division of Hotels and Restaurants of the Department of Business and Professional Regulation, as a bona fide Restaurant.

**CODE REQUIREMENTS:**

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

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

Copper Chimney is located in an existing commercial plaza that was completed in 2009. The site is accessed via driveway connections to both San Filippo and Wyoming Drives. The intersection of these two roadways is signalized. Sidewalks exist along the property's frontage upon both roads. No physical changes to the site design, with regards to access, are proposed or needed.

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

The existing plaza contains the minimum number of required parking spaces (74) per the zoning code. The addition of alcoholic beverages to the restaurant's menu does not require the business to provide additional parking areas.

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

All necessary utilities are available to the property.



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

Screening and buffering of the site from the abutting residential land was vetted during the site plan review process. The current request does not include any outside seating areas or other items that would warrant additional buffering.

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

No additional signage or lighting has been proposed.

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

The yards and open space requirements were met under previous review.

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

The conditional use request for the sale of alcohol is not anticipated to create any nuisances from the number of persons that would patronage the restaurant.

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

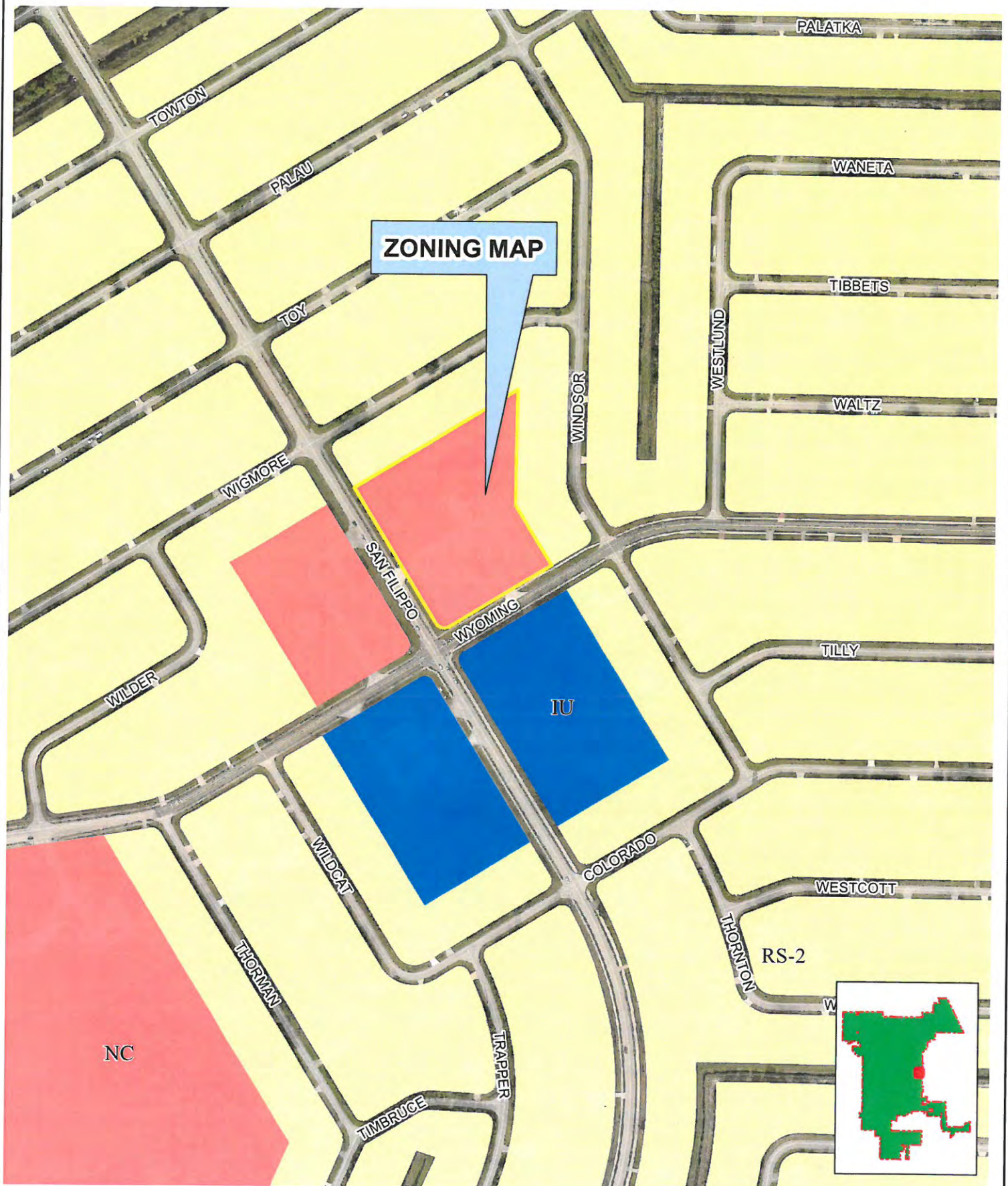
Staff can find no evidence that the request would create an incompatibility with adjacent properties.

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

The Planning and Zoning Board and City Council has the authority and right to impose any additional and justifiable safeguards and/or conditions to ensure that the facility operates safely and harmoniously with its surroundings. City Staff has no suggested conditions for consideration.

**STAFF RECOMMENDATION:**

Staff recommends approval of Case No. CU-19-2017, subject to compliance with all applicable City Codes and other governmental regulations.



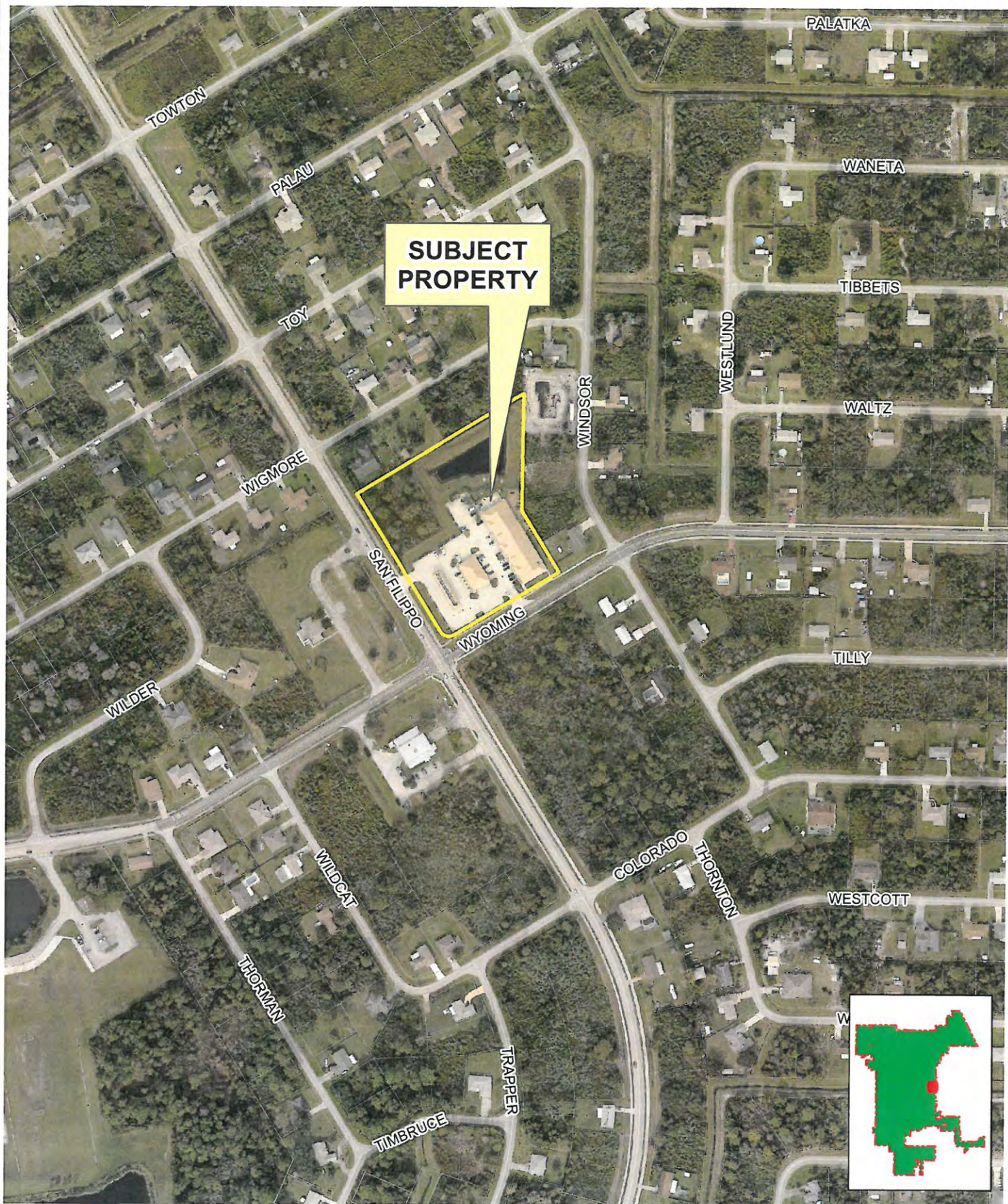
Map for illustrative purposes only. Not to be construed as binding or as a survey.

Map created by the Land Development Division



CASE NO. CU-19-2017





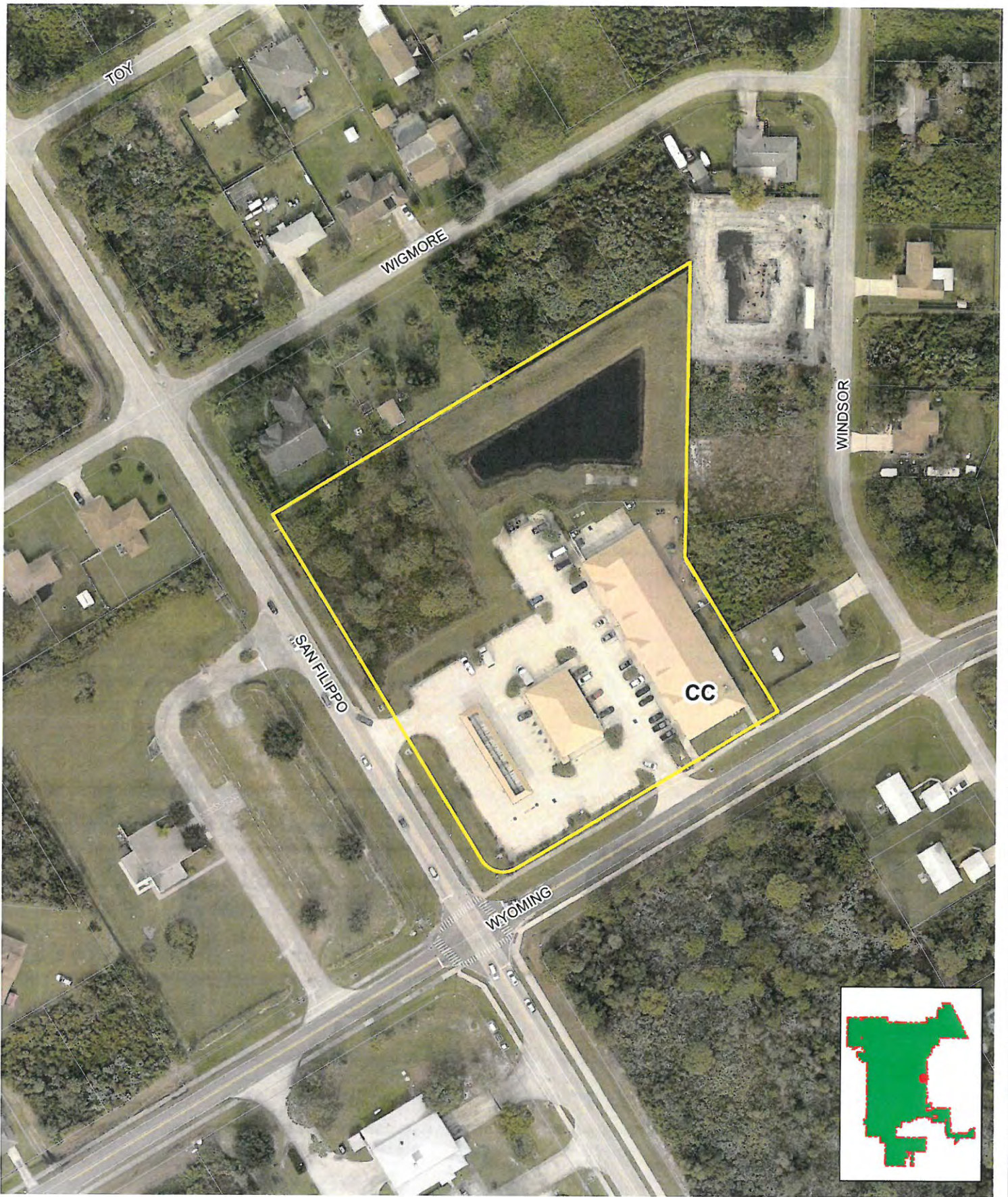
Map for illustrative purposes only. Not to be construed  
as binding or as a survey.

Map created by the Land Development Division



**CASE NO. CU-19-2017**





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

Map created by the Land Development Division



**CASE NO. CU-19-2017**

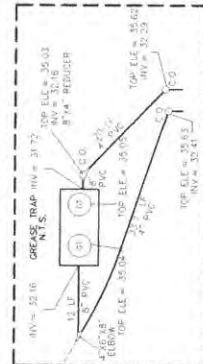


1191 SAN FILIPPO BLVD. - 1181 SAN FILIPPO BLVD.

LEGAL DESCRIPTION

[illegible]

SUPERVISOR'S NOTES:



SERVICE LINES		
NO	LENGTH	TYPE
1	55.7 LF	1" PVC
2	43.1 LF	3" PVC
3	87.8 LF	1" PVC
4	123.1 LF	3" PVC
5	129.0 LF	1" PVC
6	155.0 LF	3" PVC
7	184.8 LF	1" PVC
8	190.2 LF	3" PVC
9	315.6 LF	1" PVC

WINDSOR AVENUE

**(CERTIFICATIONS)**

MEMBER, CERTIFIED THAT THIS 32-HOUR SEMINAR WAS MADE POSSIBLE BY RESPONSIBLE CHARGE AND MEETS THE ACADEMIC, TECHNICAL, STANDARD AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS. IN CHARLETTA B. HARRIS, FLORIDA ADMINISTRATIVE CODE, CHAPTER 11C, SECTION 11C.02, FLS 11C.02-1.01, ADULTS

1

SALES AND SERVICE  
MONTICELLO FLORIDA  
1000 AMERICAN LANE, N.W.

PREPARED FOR: SK AND NK UNITED  
SUPERIOR AND MATTWIN IN RESPONSIBLE CHARGE  
Edward A. Pultz, PSM #4405  
Pulz & Associates, Inc., 10000



WATER AND SEWER ASBLUT  
FOR:  
ME CONSTRUCTION INC.  
PROJECT NAME:  
SAN FILIPPO CENTER

only valid address source  
and used as the source of  
all registered and unregistered  
data.

Smallpox (varicella)  
Coxsackievirus  
ECHO virus  
Herpes virus  
Measles virus  
Mumps virus  
Rubella virus  
Scarlet fever  
Shingles  
Smallpox  
Strep throat  
Tuberculosis  
Typhoid fever  
Whooping cough  
Zoster virus

1.	NO REVISION DATE	03/09/2009	DESCRIPTION	WATER & SANITARY ABUSE
2.				
3.				
4.				
5.				
6.				

JOB NUMBER 05-1013WA

NAME \_\_\_\_\_ DATE \_\_\_\_\_

[illegible]

LAND SURVEYORS / LAND MAPPING  
 301 ARCADE AVE. NE  
 SUITE 1000 ALBUQUERQUE, NM 87102  
 (505) 243-1111

**B.T.S. & C. INC.**  
 LAND SURVEYORS  
 AND CONSULTANTS



## CONDITIONAL USE APPLICATION

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

- 1) NAME OF APPLICANT (Type or print) Copper Chimney Grill, LLC  
ADDRESS c/o Carmel Development, LLC, 3860 Curtis Blvd, Suite 636  
CITY Cocoa STATE FL ZIP 32927  
PHONE # 321-536-5200 FAX # \_\_\_\_\_  
E-MAIL ADDRESS carmel32927@gmail.com
- 2) COMPLETE LEGAL DESCRIPTION OF PROPERTY COVERED BY APPLICATION:  
Port Malabar Unit 18, Tract B, Plat Book 15, Page 109 Folio#29-37-16-GR-B a/k/a 1181 San Fillipo Dr. SE  
SECTION 16 TOWNSHIP 29 RANGE 37
- 3) SIZE OF AREA COVERED BY THIS APPLICATION (calculate acreage): 3.62
- 4) CONDITIONAL USE SOUGHT: Sale of Alcohol in restaurant for on the premises consumption
- 5) ZONE CLASSIFICATION AT PRESENT (ex.: RS-2, CC, etc.): NC - Neighborhood Commercial
- 6) APPLICANT MUST PROVIDE A SITE PLAN SKETCH ON CD OR MEMORY DRIVE SHOWING THE FOLLOWING WHERE APPLICABLE:
  - (a) Adequate ingress and egress may be obtained to and from the property, with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or other emergency.
  - (b) Adequate off-street parking and loading areas may be provided, without creating undue noise, glare, odor, or other detrimental effects upon adjoining properties.
  - (c) Adequate and properly located utilities that are available or may be reasonably provided to serve the proposed development.
  - (d) Adequate screening and/or buffering will be provided to protect and provide compatibility with adjoining properties.
  - (e) Signs, if any, and proposed exterior lighting will be so designed and arranged so as to promote traffic safety and to eliminate or minimize any undue glare, incompatibility, or disharmony with adjoining properties.
  - (f) Yards and open spaces will be adequate to properly serve the proposed development and to ensure compatibility with adjoining properties.
  - (g) The proposed use will not constitute a nuisance or hazard because of the number of persons who will attend or use the facility, or because of vehicular movement, noise, fume generation, or type of physical activity.
  - (h) The use as proposed for development will be compatible with the existing or permitted uses of adjacent properties.

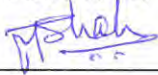
- (i) Development and operation of the proposed use will be in full compliance with any additional conditions and safeguards which the City Council may prescribe, including, but not limited to, reasonable time limit within which the action for which special approval is requested shall be begun or completed, or both.
- 7) ADDITIONAL CONDITIONS MUST BE MET FOR THE FOLLOWING CONDITIONAL USES. LISTINGS OF THE ADDED CRITERIA ARE AVAILABLE FROM STAFF AND MUST BE INCORPORATED INTO THE SITE PLAN (Check all that apply).
- ☐ Planned Commercial Development (site is commercially zoned and over three acres in size).
- ☐ Planned Industrial Development (site is industrially zoned and over five acres in size).
- ☐ Planned Residential Development (site is zoned multi-family and proposes 100 or more units).
- ☐ Church ☐ Communication tower and facilities
- ☐ Club or Lodge ☐ Arcade amusement center
- ☐ Commercial dog kennel ☐ Electronic gaming establishment
- ☐ Public or private school ☐ Dance club (Sec. 185.088(J))
- ☐ Self-storage facility
- 8) THE FOLLOWING PROCEDURES AND ENCLOSURES ARE REQUIRED TO COMPLETE THIS APPLICATION:
- ☒ \*\$600.00 Application Fee. Make check payable to "City of Palm Bay."
- ☒ A listing of legal descriptions of all properties within a 500 foot radius of the boundaries of the property covered by this application, together with the names and mailing addresses (including zip codes) of all respective property owners within the above referenced area. (This can be obtained from the Brevard County Planning and Zoning Department at 633-2060, or on the Internet at <http://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.
- ☒ Property map showing properties within 500 foot radius, and clearly outlining the subject parcel.
- ☒ Location map showing properties adjacent uses, zoning, streets, driveways, canals, and utilities.
- ☒ Citizen Participation Plan. Refer to Section 169.005 of the Land Development Code for guidelines.
- ☒ Where property is not owned by the applicant, a letter must be attached giving the notarized consent of the owner for the applicant to request the conditional use.
- ☒ In order to disclose all parties seeking this approval, complete the attached disclosures of ownership interests forms for property owners and/or applicants In reference to resolution 2008-19.



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

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

Signature of Applicant



Date

03/17/17

Printed Name of Applicant

Maulik Shah

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



**PLANNING AND ZONING BOARD  
RECOMMENDATION  
May 18, 2017**

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

**CU-19-2017 - COPPER CHIMNEY GRILL & BAR (MAULIK SHAH)**

**Staff Conclusion**

Approval of the request.

**Planning and Zoning Board Recommendation:**

Motion by Ms. Maragh, seconded by Mr. Stroder to submit Case CU-19-2017 to City Council for **approval** of a conditional use to allow a restaurant to serve alcohol in an NC, Neighborhood Commercial District. The motion **carried** with members voting unanimously:

# **CASE CU-19-2017**

**CORRESPONDENCE: 1**

## Chandra Powell

---

**From:** Patrick Murphy  
**Sent:** Thursday, April 27, 2017 4:06 PM  
**To:** Chandra Powell  
**Subject:** FW: Up coming Copper Chimney restaurant at 1181 San Fillipo DR

**From:** Carmine Ferraro [<mailto:carmel32927@gmail.com>]  
**Sent:** Thursday, April 27, 2017 2:43 PM  
**To:** David Moallem; Patrick Murphy  
**Subject:** Re: Up coming Copper Chimney restaurant at 1181 San Fillipo DR

Thank you David for your support. I am forwarding your email to the Zoning Department for COPB.

Regards

Carmine Ferraro, President, Broker, Managing Member  
Crossover Commercial Group, Inc.  
Carmel Development, LLC

3860 Curtis Blvd., Suite 636  
Port St. John, FL, 32927  
(321) 536-5200 Cell/Direct

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On Thu, Apr 27, 2017 at 2:38 PM, David Moallem <[palmbayland@gmail.com](mailto:palmbayland@gmail.com)> wrote:  
To Whom it may concern:

This letter is to support your request for conditional use Permit from myself my my companies in which own several properties in immediate neighborhood of the proposed restaurant.

I like to wish you good luck and welcome you to Palm bay, Florida.

should anyone has any question or concern regarding this letter please feel free to write or call me.

David Moallem & Companies

1663 NE Georgia St.

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Palm Bay, FL. 32907

321-724-2424 Office

321-626-3590 Cell

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[palmbayland@gmail.com](mailto:palmbayland@gmail.com)

## **RESOLUTION NO. 2017-17**

**A RESOLUTION OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, GRANTING A CONDITIONAL USE FOR AN EATING ESTABLISHMENT LICENSED BY THE DIVISION OF HOTELS AND RESTAURANTS OF THE DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION LICENSED AS A RESTAURANT THAT SERVES ALCOHOL IN NC (NEIGHBORHOOD COMMERCIAL DISTRICT) ZONING; WHICH PROPERTY IS LOCATED AT THE NORTHEAST CORNER OF SAN FILIPPO AND WYOMING DRIVES, AND LEGALLY DESCRIBED HEREIN; GRANTING THE USE AS A CONDITIONAL USE; PROVIDING FOR A COMMENCEMENT PERIOD; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, application for a conditional use in NC (Neighborhood Commercial District) zoning to permit a restaurant to serve alcohol on property legally described herein, has been made by Copper Chimney Grill, LLC, and

**WHEREAS**, the request was duly considered by the Planning and Zoning Board of the City of Palm Bay on May 3, 2017, which voted to recommend to the City Council approval, and

**WHEREAS**, all provisions applicable to the conditional use under Chapter 185, Zoning, Conditional Uses, Sections 185.085 and 185.086, and District Regulations, Section 185.042, of the Palm Bay Code of Ordinances, have been addressed by the applicant, and

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

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

**SECTION 1.** The City Council of the City of Palm Bay hereby grants a conditional use for an eating establishment licensed by the Division of Hotels and Restaurants of the

Department of Business and Professional Regulation licensed as a restaurant that serves alcohol on property zoned NC (Neighborhood Commercial District), which property is legally described as follows:

Tract "B", Port Malabar Unit 18, according to the plat thereof as recorded in Plat Book 15, Page 111, of the Public Records of Brevard County, Florida; Section 16, Township 29S, Range 37E; containing 3.62 acres, more or less.

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

- 1) Operating the restaurant permitted to serve alcohol in the site location as depicted on the aerial map which is, by reference, incorporated herein as Exhibit "A";
- 2) The Land Development Division Staff Report which is, by reference, incorporated herein as Exhibit "B".
- 3) All provisions of the Code of Ordinances of the City of Palm Bay and all other state and federal rules, regulations, and statutes.

**SECTION 3.** The conditional use must be commenced within one (1) year from the effective date of this resolution. Commencement shall mean the issuance of the appropriate permit(s) which must remain active. Failure to commence within one (1) year of issuance of the first permit shall void the conditional use.

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

This resolution was duly enacted at Meeting No. 2017- , of the City Council of the City of Palm Bay, Brevard County, Florida, held on , 2017.

ATTEST:

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

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



## LEGISLATIVE MEMORANDUM

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

**FROM:** Gregg Lynk, City Manager

**DATE:** May 18, 2017

**RE:** Off-Site Parking Site Plan Request – Michael J. Minick

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

Michael J. Minick has submitted an application to allow approval for an off-site parking lot in a CC, Community Commercial District on property located north of and adjacent to Georgia Street NE, approximately 200 feet west of Tango Avenue NE. More specifically, the subject property is Lots 33 and 34, Block 2207, Port Malabar Unit 28, and contains .42 acres, more or less.

**REQUESTING DEPARTMENT:**

Growth Management

**STAFF FINDINGS:**

Staff recommends approval of Case No. SP-13-2017, subject to a modification of the existing agreement, which shall be recorded at the owner's expense.

**Planning and Zoning Board Recommendation:**

Unanimous approval of the request subject to staff's recommendations in the staff report.

Attachment: 1) Case No. SP-13-2017

PM/cp/ab



DATE: APRIL 5, 2017  
CASE #: SP-13-2017

**CITY OF PALM BAY**

# **LAND DEVELOPMENT DIVISION STAFF REPORT**

## **APPLICATION**

**PROPOSAL:** The applicant is requesting approval for an off-site parking lot in a CC, Community Commercial District.

**LOCATION:** The property is located north of and adjacent to Georgia Street NE, approximately 200 feet west of Tango Avenue NE. More specifically, the subject property is Lots 33 & 34, Block 2207, Port Malabar Unit 28, Section 33, Township 28 South, Range 37 East, Brevard County, Florida.

**APPLICANT:** Michael J. Minick

## **SITE DATA**

**PRESENT ZONING:** CC, Community Commercial District

**ACREAGE:** 0.42 +/-

**DENSITY:** Not Applicable

### **ADJACENT ZONING**

**& LAND USE:**

- N** -- RS-2, Single Family Residential; Single Family Homes
- E** -- CC, Community Commercial; Small, Commercial Plaza
- S** -- CC, Community Commercial; Small, Commercial Plaza
- W** -- CC, Community Commercial; Malabar Discount Mufflers

**WATER & SEWER:** Not Applicable

**FLOOD ZONE:** X, Area outside the 500-year flood zone

**COMPLIANCE WITH THE  
COMPREHENSIVE PLAN:** Yes



BACKGROUND:

1. The property is located north of and adjacent to Georgia Street NE, approximately 200 feet west of Tango Avenue NE. More specifically, the subject property is Lots 33 & 34, Block 2207, Port Malabar Unit 28, Section 33, Township 28 South, Range 37 East, Brevard County, Florida.
2. The current zoning is CC, Community Commercial. The surrounding zoning and land uses are as follows:  
  
North: RS-2, Single Family Residential; Single Family Homes  
South: CC, Community Commercial; Small, Commercial Plaza  
East: CC, Community Commercial; Small, Commercial Plaza  
West: CC, Community Commercial; Malabar Discount Mufflers
3. The applicant, Michael J. Minick, is requesting approval for an Off-Site Parking Lot, in conjunction with a nearby business. The 0.42-acre 'lot' is currently being used as overflow of vehicles awaiting repair and pick-up from Malabar Automotive, Truck & R.V. Repair Company. This approval was granted by City Council on March 20, 2003 (Case No. SP-8-2003).
4. As part of the previous approval, the applicant entered into an Off-Site Parking Area Agreement with the City, which was recorded in the Brevard County Public Records. The applicant seeks approval for an additional use on this site – the parking/storage of U-Haul Trucks that will be rented from 1533 Georgia Street NE. No other conditions of this agreement are to be modified: The parking lot will remain private and limited to the parking of these vehicles, as well as Palm Bay Tree Inc. equipment and vehicles of their employees. At no time will the lot be open to public parking.

CODE REQUIREMENTS:

1. In order to be granted off-site parking plan approval, the application must meet the provisions for approval outlined in 185.140(G). A review of these items is as follows:

Item (A)(1): *The site must be located no further than five hundred feet (500') from the outermost boundaries to the parent parcel, with the parent parcel containing a minimum of 1 principle structure.*

The site is located adjacent to the parent parcel and contains a principle structure.

Item (A)(1)(a): *The applicant must submit a survey showing any exceptional specimen trees on site, secure a site work permit for the site, and submit a parking plan with details for surface material, traffic and safety devices, along with stormwater retention for review.*

There are no exceptional specimen trees on this site as it was previously cleared.

**Item (A)(2):** *All off street storage lots must be effectively screened by an opaque fence or similar material meeting the Growth Management Department standards for opacity.*

The site was previously screened but was destroyed by Hurricane Matthew. The applicant is presently working with staff on an acceptable material.

**Item (A)(2)(a):** *All off-site parking lots shall be required to have the same parking and driveway standards found in 185.140.*

These items were previously met and no changes have been proposed.

**Item (A)(2)(b):** *All landscaping for the off-site parking area shall meet the landscape requirements for off-street parking landscaping requirements found in 185.142.*

Landscaping requirements were previously met and will be further inspected to ensure that these requirements have been maintained.

**Item (A)(3):** *Any exceptional specimen trees to be saved on site shall be effectively fenced or separated to that no damage shall occur to these trees while the site is being used for parking of vehicles or storage of materials on site.*

Not applicable.

**Item (A)(4):** *All areas used for storage shall be stabilized meeting City of Palm Bay Public Works standard details for stabilized surfaces.*

The site is compliant.

**Item (A)(5):** *All entrances and exits accessing a public street shall be paved, meeting the City of Palm Bay Public Works standard details for driveways, with traffic control devices at all exits required.*

The site is compliant.

**Item (A)(6):** *The proposed off-site parking area or storage lot must at all times post the identity which business(es) have control of the site, the hours of operation for the lot, as well as emergency contact information that is clearly visible from the street.*

This item was not required when the applicant received a similar approval in 2003, but will now be required should the applicant receive approval for U-Haul truck storage.

**Item (A)(7):** *If the subject parcel is a leased property, the off-site parking and storage use shall cease at the time the contract is terminated.*

The applicant owns the subject property.

**Item (A)(8):** *All off-street storage lots shall be effectively restored by seed or sod at the time the use is terminated.*

As the site is for off-site parking, this provision does not apply.

**Item (A)(9):** *A unity of title shall be required for off-site parking lots where they are utilized to meet the minimum parking requirements of the parent parcel.*

No applicable.

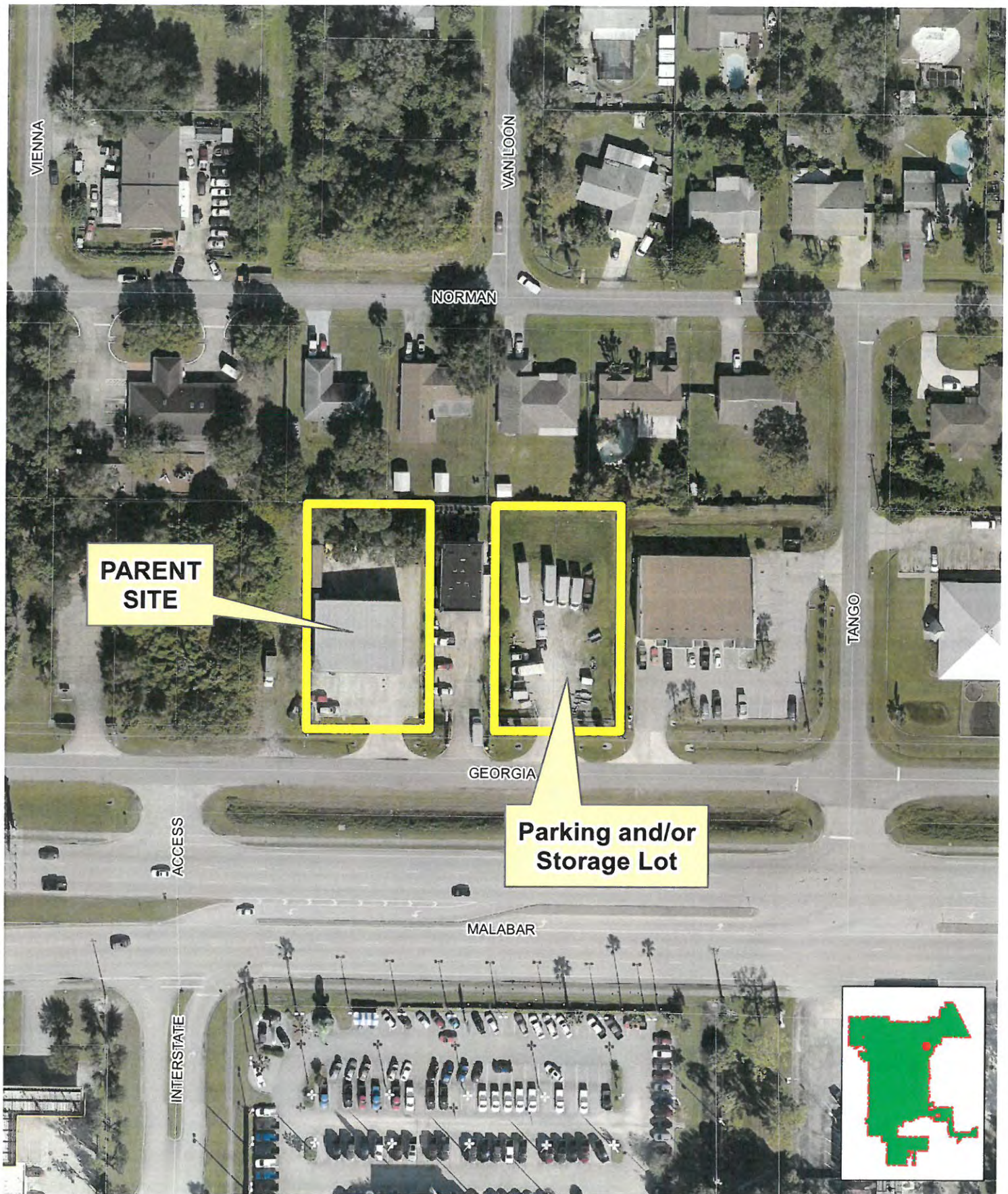
**Item (A)(10):** *The Growth Management Director or their designee may mandate additional landscape buffer and lighting requirements where properties of dissimilar zoning categories abut one another.*

The site is adjacent to commercial properties, with like zoning, on the east and west and a road abuts to the south. To the north is single family residential. An existing 6-foot tall wood fence runs along the north property line. This must be maintained at all times. There is no fixed lighting on site.

**STAFF RECOMMENDATION:**

Staff recommends approval of Case No. SP-13-2017, subject to a modification of the existing agreement, which shall be recorded at the owner's expense.





**PARENT  
SITE**

**Parking and/or  
Storage Lot**

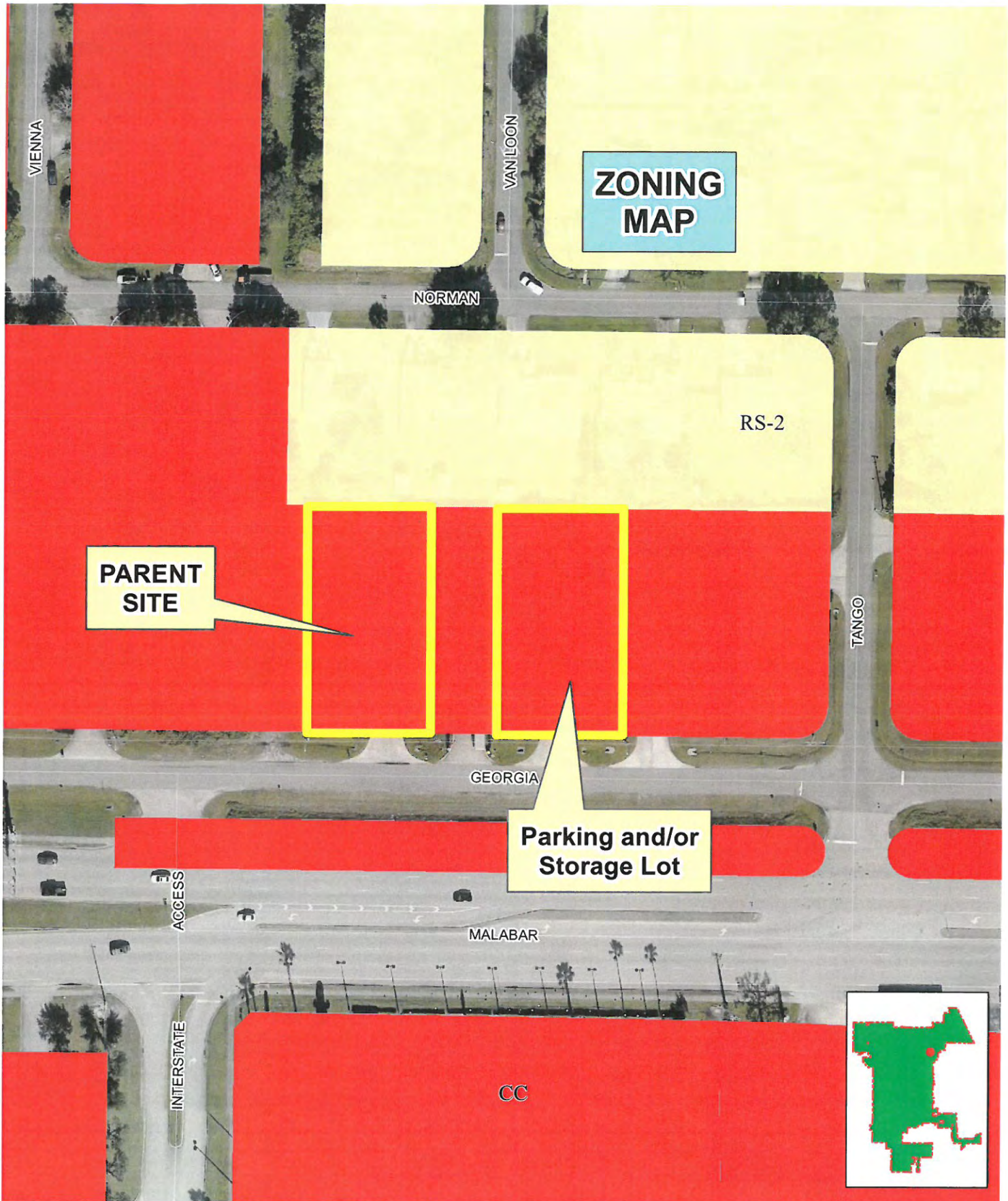
Map for illustrative purposes only. Not to be construed  
as binding or as a survey.

Map created by the Land Development Division



**CASE NO. SP-13-2017**





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

Map created by the Land Development Division



CASE NO. SP-13-2017



## OFF-SITE PARKING AND/OR STORAGE LOT 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) MICHAEL J Minick  
ADDRESS 1940 Michels Drive N.E.  
CITY Palm Bay STATE Fla ZIP 32905  
PHONE # 321-917-0536 FAX # \_\_\_\_\_  
E-MAIL ADDRESS Palm Bay Tree & more . com

2) COMPLETE LEGAL DESCRIPTION OF THE PARKING AND/OR STORAGE LOT:  
1545 Georgia St N.E. Palm Bay,  
1551  
SECTION \_\_\_\_\_ TOWNSHIP \_\_\_\_\_ RANGE \_\_\_\_\_

3) COMPLETE LEGAL OF THE PARENT PARCEL:  
\_\_\_\_\_  
\_\_\_\_\_  
SECTION \_\_\_\_\_ TOWNSHIP \_\_\_\_\_ RANGE \_\_\_\_\_

4) JUSTIFICATION FOR OFF-SITE PARKING AND/OR STORAGE LOT. REFER TO SECTION 185.140(G) OF THE PALM BAY CODE OF ORDINANCES:  
Need to use for Palm Bay Tree - Malabar Auto over  
Plo Parking.

5) PRESENT USE OF THE OFF-SITE PROPERTY:  
over flow Parking for Malabar Auto and Parking for  
Palm Bay Tree Trucks

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

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

\_\_\_\_\_ A property map clearly outlining the subject parcel and the business premises the off-site parking and/or storage lot will serve.



**CITY OF PALM BAY, FLORIDA  
OFF-SITE PARKING AND/OR STORAGE LOT APPLICATION  
PAGE 2 OF 2**

\_\_\_\_\_ If the proposed parking and/or storage area is already constructed, the applicant shall provide an as-built survey prepared by a registered surveyor showing all boundary lines, structures (if any), and abutting properties. The as-built survey shall also be provided by CD or Memory Drive.

\_\_\_\_\_ If the proposed parking and/or storage area is to be constructed, the applicant shall provide a site plan drawn to scale showing all yard dimensions of the proposed improvements and any abutting roadways. The site plan shall also be provided by CD or Memory Drive.

\_\_\_\_\_ A list of all property owners directly adjacent to the proposed off-site parking and/or storage area covered by this application. The list is to include the names and complete mailing addresses of the property owners. (This can be obtained from the Brevard County Planning and Zoning Department at 321-633-2060, or on the Internet at <https://www.bcpao.us>). The list shall be legible and the source of that information stated here: \_\_\_\_\_

\_\_\_\_\_ 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 off-site parking and/or storage lot approval.

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

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 OFF-SITE PARKING AND/OR STORAGE LOT APPLICATION AND THAT THE FACTS STATED IN IT ARE TRUE.**

Signature of Applicant

*Michael J Minick*

Date

*3/2/17*

Printed Name of Applicant

*MICHAEL J Minick*

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

**PLANNING AND ZONING BOARD  
RECOMMENDATION  
May 3, 2017**

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

**SP-13-2017 – MICHAEL J. MINICK**

**Staff Conclusion:**

Approval of the request.

**Planning and Zoning Board Recommendation:**


Motion by Ms. Jordan, seconded by Mr. Stroderd to submit Case SP-13-2017 to City Council for approval to allow off-site private parking of vehicles in a CC, Community Commercial District subject to staff's recommendations. The motion carried with members voting unanimously.





## LEGISLATIVE MEMORANDUM

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

**FROM:** Gregg Lynk, City Manager 

**DATE:** May 18, 2017

**RE:** Award of Invitation for Bid #40-0-2017/SB, North Regional Lime Softening WTP Filter Rehabilitation & Backwash Pipe Replacement

City of Palm Bay Utilities Department solicited bids for the rehabilitation of filters and the replacement of the backwash pipe at the North Regional Lime Softening Water Treatment Plant (WTP). Due to age, the treatment performance of the filters is decreasing and the backwash pipes are leaking and/or corroded. The awarded contractor will rehabilitate four multi-media filters and replace the backwash steel piping and appurtenances, including add alternate repairs, per specifications and plans.

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

Staff recommends L7 Construction, Inc., as the contractor to complete the rehabilitation of the filters and replacement of the backwash pipe, to include the add alternates, at the North Regional Lime Softening WTP.

Local preference was not applied to this project, in accordance with Chapter 38.18 of the Code or Ordinance, because the price bid is in excess of one million dollars (\$1,000,000<sup>00</sup>);

### **REQUESTING DEPARTMENTS:**

Utilities Department, Procurement Department, Finance Department

### **FISCAL IMPACT:**

Total project award will be \$1,333,600.00 (base bid \$1,207,000.00 plus add alternates totaling \$126,600.00). Funding is available in Utilities renewal and replacement account 424-8022-533-6221, project 15WS02. Pending budget transfer additional funding will be available in projects 12WS02 and 14WS01.

### **RECOMMENDATION:**

Motion to approve award of IFB #40-0-2017/SB, North Regional Lime Softening WTP Filter Rehabilitation & Backwash Pipe Replacement to L7 Construction, Inc., located in Sanford, Florida

Attachment: 1) Tabulation Sheet


BM/ab

IFB #40-0-2017/SB				E&D Contracting		L7 Construction		TLC Diversified		US Water Services Corp	
North Regional Lime Softening WTP Filter Rehab & Backwash Pipe Replacement				2001 Mills B Lane Blvd Savannah GA 31405		4380 St John's Pkwy Ste 140 Sanford FL 32771		2719 - 17th Street East Palmetto FL 34221		4939 Cross Bayou Blvd New Port Richey FI 34652	
				912-234-5904 / 912-233-8133		321-972-9325 / 407-732-7812		941-722-0621 / 941-722-1382		727-848-8292 / 727-849-8860	
				<a href="mailto:mshepard@edcompanies.com">mshepard@edcompanies.com</a>		<a href="mailto:blefever@l7constructs.com">blefever@l7constructs.com</a>		<a href="mailto:tlamberson@tlcdiv.com">tlamberson@tlcdiv.com</a>		<a href="mailto:ccrego@uswatercorp.net">ccrego@uswatercorp.net</a>	
ITEM	ITEM DESCRIPTION	Qty	UOM	Price	Extended	Price	Extended	Price	Extended	Price	Extended
1	Mobilization / Demobilization	1	LS	\$ 86,000.00	\$ 86,000.00	\$ 77,000.00	\$ 77,000.00	\$ 190,000.00	\$ 190,000.00	\$ 67,988.00	\$ 67,988.00
2	Power Wash/Clean & Trough Repair	4	EA	\$ 19,980.00	\$ 79,920.00	\$ 4,000.00	\$ 16,000.00	\$ 7,500.00	\$ 30,000.00	\$ 12,339.00	\$ 49,356.00
3	Furnish Silica Sand & Gravel Filter Media	4	EA	\$ 21,937.00	\$ 87,748.00	\$ 25,000.00	\$ 100,000.00	\$ 27,500.00	\$ 110,000.00	\$ 23,112.00	\$ 92,448.00
4	Furnish Anthracite Filter Media	4	EA	\$ 18,281.00	\$ 73,124.00	\$ 20,000.00	\$ 80,000.00	\$ 25,000.00	\$ 100,000.00	\$ 20,865.00	\$ 83,460.00
5	Furnish Filter Underdrain System	2	EA	\$ 36,562.00	\$ 73,124.00	\$ 50,000.00	\$ 100,000.00	\$ 52,000.00	\$ 104,000.00	\$ 43,977.00	\$ 87,954.00
6	F&I Filter Sub-Surface Agitators	2	EA	\$ 48,750.00	\$ 97,500.00	\$ 20,000.00	\$ 40,000.00	\$ 18,000.00	\$ 36,000.00	\$ 9,630.00	\$ 19,260.00
7	Remove & Reinstall Agitators	2	EA	\$ 26,500.00	\$ 53,000.00	\$ 5,000.00	\$ 10,000.00	\$ 16,000.00	\$ 32,000.00	\$ 19,200.00	\$ 38,400.00
8	Remove & Install Filter Media	4	EA	\$ 46,875.00	\$ 187,500.00	\$ 30,000.00	\$ 120,000.00	\$ 93,000.00	\$ 372,000.00	\$ 117,750.00	\$ 471,000.00
9	Remove & Install Filter Underdrain System	2	EA	\$ 39,500.00	\$ 79,000.00	\$ 12,000.00	\$ 24,000.00	\$ 127,000.00	\$ 254,000.00	\$ 23,052.00	\$ 46,104.00
10	Miscellaneous Concrete Repairs	1	LS	\$ 45,800.00	\$ 45,800.00	\$ 50,000.00	\$ 50,000.00	\$ 36,000.00	\$ 36,000.00	\$ 138,000.00	\$ 138,000.00
11	Surface Pre & Coating Application to Filter	4	EA	\$ 37,000.00	\$ 148,000.00	\$ 40,000.00	\$ 160,000.00	\$ 36,000.00	\$ 144,000.00	\$ 38,880.00	\$ 155,520.00
12	Replace Pipe Penetrations	1	LS	\$ 81,250.00	\$ 81,250.00	\$ 50,000.00	\$ 50,000.00	\$ 19,000.00	\$ 19,000.00	\$ 66,672.00	\$ 66,672.00
13	Remove & Replace Piping	1	LS	\$ 1,026,000.00	\$ 1,026,000.00	\$ 320,000.00	\$ 320,000.00	\$ 678,000.00	\$ 678,000.00	\$ 514,842.00	\$ 514,842.00
14	Remove & Replace GST Finished Meters	2	EA	\$ 80,000.00	\$ 160,000.00	\$ 30,000.00	\$ 60,000.00	\$ 14,000.00	\$ 28,000.00	\$ 21,198.00	\$ 42,396.00
GRAND TOTAL					\$2,277,966.00		\$1,207,000.00		\$2,133,000.00		\$1,873,400.00
A1	Furnish Underdrain System	1	EA		\$ 31,250.00		\$ 49,000.00		\$ 53,500.00		\$ 44,940.00
A2	Remove & Install Filter Underdrain System	2	EA		\$ 55,000.00		\$ 30,000.00		\$ 161,000.00		\$ 38,400.00
A3	Remove, F & I Troughs	1	LS		\$ 46,000.00		\$ 47,600.00		\$ 38,000.00		\$ 48,090.00
GRAND TOTAL BASE BID PLUS ALTERNATE A-1 through A-3					\$2,410,216.00		\$1,333,600.00		\$2,385,500.00		\$2,004,830.00



## LEGISLATIVE MEMORANDUM

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

**FROM:** Gregg Lynk, City Manager 

**DATE:** May 18, 2017

**RE:** Award of Invitation for Bid #41-0-2017/JM, North Regional Water Treatment Plant 500,000 Gallon Ground Storage Tank Rehabilitation

City of Palm Bay Utilities Department solicited bids for the rehabilitation of an existing 500,000 gallon, pre-stressed concrete ground storage tank at the North Regional Water Treatment Plant (NRWTP) due to age and deterioration. The awarded contractor will rehabilitate the tank, to include repairs to the interior and exterior of the tank and construction of a new exterior roof dome, per specifications.

Two (2) bids were received in response to the City's solicitation. Tank rehabilitations of this size and scope typically have a limited vendor pool. Procurement staff has reviewed the bids and both Contractors meet the requirements. Utilities staff has reviewed the bids and the low bid is acceptable to the Utilities Department.

Staff recommends Crom Engineering & Construction Services as the Contractor to complete the rehabilitation of the 500,000 gallon ground storage tank at the NRWTP.

Local preference was not applied to this project as Contractors are not located in Brevard County.

**REQUESTING DEPARTMENTS:**

Utilities Department, Procurement Department, Finance Department

**FISCAL IMPACT:**

Total project award will be \$277,700.00. Funds are available in Utilities renewal and replacement account 424-8022-533-6221, project 14WS01.

**RECOMMENDATION:**

Motion to approve award of IFB #41-0-2017/JM, North Regional Water Treatment Plant 500,000 Gallon Ground Storage Tank Rehabilitation to Crom Engineering & Construction Services, located in Gainesville, Florida.

Attachment: 1) Tabulation Sheet


BM/ab

<b>IFB #41-0-2017/JM</b> <b>North Regional Water Treatment</b> <b>Plant 500,000 Gallon Ground</b> <b>Storage Tank Rehabilitation</b>				<b>Crom Engineering &amp; Construction Services</b> <b>250 SW 36th Terrace</b> <b>Gainesville, FL 32607</b> <b>352-548-3349 / 352-548-3449</b> <a href="mailto:cecs@cromcorp.com">cecs@cromcorp.com</a>		<b>Precon Corporation</b> <b>115 SW 140th Terrace</b> <b>Newberry, FL 32669</b> <b>352-332-1200 / 352-332-1199</b> <a href="mailto:amoore@precontanks.com">amoore@precontanks.com</a>	
ITEM	ITEM DESCRIPTION	Qty	UOM	Unit Price	Total Price	Unit Price	Total Price
1	Mobilization And Demobilization	1	LS	\$ 15,400.00	\$ 15,400.00	\$ 24,000.00	\$ 24,000.00
2	Demolition	1	LS	\$ 18,372.00	\$ 18,372.00	\$ 13,600.00	\$ 13,600.00
3	Power Wash And Clean	1	LS	\$ 20,740.00	\$ 20,740.00	\$ 25,000.00	\$ 25,000.00
4	Concrete Rehabilitation – Exterior Wall Cracks (Unit Price – Crack LF)	200	LF	\$ 13.76	\$ 2,752.00	\$ 33.00	\$ 6,600.00
5	Replacement of Roof Dome (Exterior)	1	LS	\$ 110,318.00	\$ 110,318.00	\$ 149,000.00	\$ 149,000.00
6	Concrete Rehabilitation – Interior Wall Cracks (Unit Price – Crack LF)	200	LF	\$ 13.76	\$ 2,752.00	\$ 37.00	\$ 7,400.00
7	Concrete Rehabilitation – Interior Roof Dome Cracks (Unit Price – Crack SF)	20	SF	\$ 70.75	\$ 1,415.00	\$ 39.00	\$ 780.00
8	Concrete Rehabilitation – Interior Roof Dome Spalls (Unit Price – Spall SF)	2000	SF	\$ 10.95	\$ 21,900.00	\$ 13.57	\$ 27,140.00
9	Miscellaneous Work	1	LS	\$ 27,464.00	\$ 27,464.00	\$ 33,000.00	\$ 33,000.00
10	Painting and Coating	1	LS	\$ 55,000.00	\$ 55,000.00	\$ 41,000.00	\$ 41,000.00
11	Cleaning and Disinfection	1	LS	\$ 1,587.00	\$ 1,587.00	\$ 4,000.00	\$ 4,000.00
<b>TOTAL BID AMOUNT</b>				\$	277,700.00	\$	331,520.00



## LEGISLATIVE MEMORANDUM

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

**FROM:** Gregg Lynk, City Manager 

**DATE:** May 18, 2017

**RE:** Government Services Group (GSG) Task Order GSG-16-02 Stormwater Utility Audit, Continuing Contract #09-0-2016/JM.

On February 18, 2016, Council awarded a continuing consultant services agreement to Government Service Group (GSG) for Stormwater utility Review & Audit Services. The agreement term is not to exceed 5-years. GSG has submitted Task Order GSG-16-02 for the City's Stormwater Utility Audit. The scope of services is designed to assist the City with implementation of the updated stormwater assessment program using the Brevard County tax bill collection method in Fiscal Year 2017- 18.

The City's current stormwater utility was established in 2010. Through the expertise and experience of Government Services Group (GSG) working in cooperation with the Public Works & Utilities GIS team, have conducted an evaluation of the existing stormwater budget, engineering information, public works data and all other data relating to the provision and proposed provision of the stormwater services and facilities in the City. GSG will assist with all legal documents, rate adoption process, product notice roll, production and distribution of first class notices to all property owners including a two sided informational flyer with frequently asked questions of the stormwater utility operation and create a final assessment roll. GSG will also certify, export and transmit the final assessment roll in conformance with uniform collection.

City Staff has reviewed the scope of work and requests council approval to proceed with Task Order GSG-16-02. The task order will be the next phase of completing the update to the stormwater utility in the amount of \$137,714.60.

### **REQUESTING DEPARTMENTS:**

Public Works Department, Procurement Department, Finance Department

### **FISCAL IMPACT:**

Stormwater Utility Audit is project number 15PW06, account number 461-7084-541-3141. Supporting funds are currently available in the FY17 Stormwater Utility budget.

### **RECOMMENDATION:**

Motion to approve Government Service Group located in Tallahassee, FL Task Order GSG-16-02, in the amount of \$137,714.60.

Attachments: 1) Task Order GSG -16-02

BW/BM/cb

# City of Palm Bay

## Implementation of Updated Stormwater Assessment Program

### Scope of Services

**Task Order: 16-02      “Service Agreement for Stormwater Utility Review & Audit Continuing Consultant Services, RFQ #09-0-2016”**

**Date: May 1, 2017**

The scope of services is designed to assist the City of Palm Bay (“City”) with implementation of the updated stormwater assessment program using the tax bill collection method for Fiscal Year 2017-18.

- Task 1: Assist With Legal Documents** GSG will advise and assist the City’s legal counsel in preparing/revising the assessment ordinance to establish the procedures for implementation of the updated stormwater assessment program. GSG will also advise and assist the City’s legal counsel in drafting the assessment resolutions that conform to the assessment ordinance and that implement the City’s policy decisions and proposed methodology.
- Task 2: Assist with Rate Adoption Process** GSG will advise and assist with fulfilling the legal requirements for the adoption of the final assessment rate resolution and certification of the assessment roll in accordance with Section 197.3632, Florida Statutes, including:
- (a) Produce Notice Roll** After verification of final rates for the assessment program, GSG will create the notice roll by applying the rates to the assessment roll.
- (b) Development and Distribution of First Class Notice** GSG will prepare and mail first class notices required by section 197.3632, Florida Statutes for the tax bill collection method. The charge for preparation and mailing of the first class notices is not included in the lump sum fee, and is detailed below under Fees and Costs.
- Task 3: Create Final Assessment Roll** GSG will update the assessment roll with any corrections and updates received from the City. Final rates will be verified and extended to the updated data in order to create the final assessment roll. The final roll will be provided to the City.
- Task 4: Certify, Export and Transmit the Final Assessment Roll in Conformance with Uniform Method** Using the final assessment roll, GSG will prepare export files on compatible electronic medium capable of merger with the ad valorem tax roll files and will transmit the file to the Brevard County Tax Collector in the prescribed format.
- Task 5: Community Outreach** GSG will provide information for educational brochures, phone bank training materials, general and specific power point presentations, website information, standard public information documents, etc. (included in fees). In addition to the educational materials, at the request of the City, GSG will attend community workshops, meetings with neighborhood organizations, etc. (for an additional cost of \$1,000 per on-site meeting.).

**Task 6: Production and Mailing of First Class Notices** GSG will assist the City with processing and mailing of the statutorily required first class notices. The cost for mailing the first class notices is \$1.35 each, plus additional foreign postage costs. The City will be mailing 76,346 first class notices, with 2,062 foreign notices. The total cost to mail the 76,346 first class notices is \$104,428.00 .

Should the City desire to include an additional informational insert with the first class notices, the additional costs are as follows:

Single-Sided Insert	\$3,817.30
Double-Sided Insert	\$7,634.60

## FEES AND COSTS

For the professional services described in the proposed Scope of Services, GSG will work under a lump sum fee arrangement of \$130,080.00, plus additional insert costs, if desired. Except as noted below, this lump sum fee includes reimbursement for all out-of-pocket expenses.

The lump sum fee for professional services includes three (3) on-site visits to the City by GSG staff. Additional on-site meetings may be arranged at our negotiated hourly rates, as authorized by the City. Expenses related to on-site meetings will be billed in conformance with the Agreement with the City, as referenced. In lieu of on-site visits, we are available to participate in periodic telephone conference calls to discuss project status.

The City is responsible for any and all newspaper publications, including, but not limited to, making arrangements for publications and any costs associated therewith.

The City is also responsible for any costs incurred to obtain information from the property appraiser or other public official that is necessary for the stormwater utility fee program.

Please note that GSG works with the premise of developing and implementing stormwater utility fee programs with an eye on potential legal challenges in an attempt to maximize both the efficiency and the effectiveness of any defense. Nonetheless, the fees outlined above for professional services do not include any provision for litigation defense. Accordingly, in the event there is a legal challenge, GSG would be available, on an hourly basis, to assist the City in its defense.

## DELIVERABLES SCHEDULE

Deliverable	Schedule
Ordinance	April – May 20
Initial Assessment Resolution	May 2017
Community Outreach	April – August 2017
Published and Mailed Notices	May – June 2017
Final Assessment Resolution	June – July 2017
Certify Assessment Roll	By September 15, 2017

**PAYMENT SCHEDULE**

The lump sum fee for professional services and specialized assistance will be due and payable, based on the following schedule (See also Attachment A):

		GSG Fees
Task 1	Assist with Legal Documents	\$2,128
Task 2	Assist with Rate Adoption Process	\$8,308
Task 3	Create Final Assessment Roll	\$4,560
Task 4	Certify, Export and Transmit Final Assessment Roll	\$4,512
Task 5	Community Outreach	\$3,144
Task 6	Production and Mailing of First Class Notices	\$104,428
	Trips	\$3,000
Total Fees		\$130,080
Optional Services	One-Sided Insert	\$3,817.30
	Two-Sided Insert	\$7,634.60

**ACCEPTANCE**

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

**GOVERNMENT SERVICES GROUP, INC.**

**CITY OF PALM BAY, FLORIDA**

\_\_\_\_\_  
**Camille P. Tharpe**  
**Senior Vice President**

\_\_\_\_\_  
**Bobbye Marsala**  
**Chief Procurement Officer**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**



# Attachment A

## GSG Hours and Fees Matrix

Tasks		Sr VP	Fees	Sr Project Manager	Fees	Data Analyst	Fees	Trips	Total
Task 1	Assist with Legal Documents	4	\$928	12	\$1,200	0	\$0		\$2,128
Task 2	Assist with Rate Adoption Process	2	\$464	45	\$4,500	38	\$3,344	2	\$8,308
Task 3	Create Final Assessment Roll	0	\$0	6	\$600	45	\$3,960	0	\$4,560
Task 4	Certify, Export and Transmit Final Assessment Roll	1	\$232	12	\$1,200	35	\$3,080	0	\$4,512
Task 5	Community Outreach	2	\$464	18	\$1,800	10	\$880	1	\$3,144
Task 6	Production and Mailing of First Class Notices								\$104,428
<b>Total Hours and Fees</b>		<b>9</b>	<b>\$2,088</b>	<b>93</b>	<b>\$9,300</b>	<b>128</b>	<b>\$11,264</b>		<b>\$127,080</b>
Trips								3	\$3,000
<b>Total Fees and Expenses</b>			<b>\$2,088</b>		<b>\$9,300</b>		<b>\$11,264</b>		<b>\$130,080</b>
<b>Optional Services</b>									
One-Sided Insert									\$3,817.30
Two-Sided Insert									\$7,634.60
Hourly Rate			\$232		\$100		\$88		



## LEGISLATIVE MEMORANDUM

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

**FROM:** Gregg Lynk, City Manager

**DATE:** May 18, 2017

**RE:** Purchase of Utilities Department Vehicle Replacements, Florida Sheriffs Association Bid #16-VEL24.0

The Utilities Department has budgeted for eleven (11) replacement vehicles this FY. Each vehicle listed will be procured utilizing the Florida Sheriff's Association Bid #16-VEL24.0.

Qty	Year	Make/Model	Unit Cost	Ext. Cost	Fund	Vendor
1	2017	Nissan Frontier (Spec 48)	\$23,047.00	\$23,047.00	421-8013-536-6403	Reed Nissan- Clermont, FL
1	2017	Ford Escape (Spec 28)	\$18,235.00	\$18,235.00	421-8016-536-6403	Hub City Ford- Crestview, FL
2	2017	Transit Connect (Spec 36)	\$19,992.00	\$39,984.00	421-8016-536-6403	Duval Ford-Jacksonville, FL
3	2017	Ford F150 (Spec 52)	\$26,537.00	\$79,611.00	421-8020-533-6403	Hub City Ford- Crestview, FL
1	2017	Nissan Frontier (Spec 45)	\$18,429.00	\$18,429.00	421-8023-533-6403	Alan Jay Nissan-Sebring, FL
1	2017	Nissan Frontier (Spec 45)	\$18,429.00	\$18,429.00	421-8024-533-6403	Alan Jay Nissan-Sebring, FL
1	2017	Ford F450 (Spec 7)	\$70,538.00	\$70,538.00	421-8030-535-6403	Palmetto Ford- Miami, FL
1	2017	Nissan Frontier (Spec 45)	\$18,429.00	\$18,429.00	421-8034-535-6403	Alan Jay Nissan-Sebring, FL
				\$286,702.00		

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:**

Utilities Department, Public Works/Fleet Services, Finance Department, and Procurement Department

**FISCAL IMPACT:**

The total cost to purchase eleven (11) vehicles for the Utilities Department is \$286,702.00. Funding for each is available in the FY17 approved budget.

**Recommendation:**

Motion to approve the purchase of eleven (11) vehicles utilizing the Florida Sheriffs Association Contract, Bid #16-VEL24.0.

Attachments:        1) Florida Sheriffs Association Bid #16-VEL24.0, specifications  
                             2) Vendor quotes

BM/ab



## **FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES**

### **COMPACT 4-DOOR CREW CAB PICKUP TRUCK - 4X4 SPECIFICATION #48**

#### **2017 Nissan Frontier (32017)**

The Nissan Frontier (32017) 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:	\$22,168.00	\$22,118.00	\$22,068.00	\$22,118.00

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 (32017)			
DEALER:	REED NISSAN CLERMONT	REED NISSAN CLERMONT	REED NISSAN CLERMONT	REED NISSAN CLERMONT
ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$22,168.00	\$22,118.00	\$22,068.00	\$22,118.00

Order Code	Delete Options	All Zones
	Manual transmission in lieu of automatic transmission	\$400.00
	AM/FM stereo radio	Std
	Air conditioning	Std
	On-Star	NA
	Limited slip differential on 4-wheel drive or equivalent	Std
Order Code	Add Options	All Zones
	Engine upgrade - specify	NA
	Bi-fuel model - specify	NA
	Diesel Engine	NA
	Battery, 650 cca or greater	Std
VAL <sup>1</sup>	Manufacturer's model upgrade package (specify pkg. bid) <i>SV Value Truck Package: REARVIEW MONITOR, REAR SONAR, DUAL ZONE AUTO A/C, +2 SPEAKERS (K/C), AUTO-DIMMING MIRROR W/COMPASS &amp; TEMP, SPRAY-IN BEDLINER, UTILI-TRACK™ SYSTEM W/4 ADJUSTABLE TIE DOWN CLEATS, HEATED CLOTH SEATS, FOG LAMPS, VEHICLE SECURITY SYSTEM (VSS), IN CABIN MICROFILTER, FLOOR MATS (VPC INSTALLED), SLIDING BED EXTENDER, TRAILER HITCH, LEATHER STEERING WHEEL, LEATHER SHIFT KNOB</i> <sup>1</sup>	\$1,990.00 <sup>1</sup>
	Seat trim upgrade - specify	NA
	Power windows/door locks	Std
	Speed control/tilt steering wheel	Std
	Sliding rear window	Std
	AM/FM radio with single CD	Std
KEY/R <sup>1</sup>	Additional Key(s) or Key Fob(s) when applicable <i>PRICE INCLUDES KEY AND REMOTE WITH PROGRAMMING TO VEHICLE</i> <sup>1</sup>	\$280.00 <sup>1</sup>
	Floor mats	Std
	Side air bags	Std
LSPOT <sup>1</sup>	Left-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed	\$500.00 <sup>1</sup>
L/RSPOT <sup>1</sup>	Left & right-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed	\$1,000.00 <sup>1</sup>
RS/S <sup>1</sup>	Vent visors - stick-on style	\$180.00 <sup>1</sup>
RS/F <sup>1</sup>	Rainshields - flange style	\$180.00 <sup>1</sup>
	Long bed model, minimum 83.4" inside box length, with minimum 113.5" and maximum 118.0" WB	NA
AP7162164106 <sup>1</sup>	Fiberglass tonneau cover (painted to match) <i>RetraxONE Retractable Tonneau Cover - Polycarbonate Polycarbonate, retractable tonneau cover that easy to open and close with one hand. Front cover remains flush with rolling cover No Pull Straps, Velcro, Snaps or Springs Clamp-on Design Key Lockable In Any Position Glides easily on sealed ball bearings UV Protected Low Profile Design No Maintenance Compact storage canister, approx 11 inches No drill installation Strong enough to stand on Glossy black powdercoat finish Warranty: Limited lifetime against defects in material and workmanship</i> <sup>1</sup>	\$1,550.00 <sup>1</sup>
	Fiberglass cab high topper with front, side and rear windows (painted to match) <i>CALL FOR EXACT PRICE AND OPTIONS AS IT VARIES WITH DESIRED OPTIONS, WINDOWS, AND LIGHTING PACKAGES</i> <sup>1</sup>	\$4,500.00 <sup>1</sup>



VEHICLE:	Frontier (32017)			
DEALER:	REED NISSAN CLERMONT	REED NISSAN CLERMONT	REED NISSAN CLERMONT	REED NISSAN CLERMONT
ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$22,168.00	\$22,118.00	\$22,068.00	\$22,118.00

999T2-BR600 <sup>1</sup>	Heavy duty aluminum tool box	\$500.00 <sup>1</sup>
LN3 <sup>1</sup>	Bedliner	\$499.00 <sup>1</sup>
VAL <sup>1</sup>	Spray-on bedliner (Rhino, Line-X or approved equivalent)	\$2,000.00 <sup>1</sup>
TOW <sup>1</sup>	Heavy duty towing package up to 3,500 lbs. <i>INCLUDES WIRE HARNESS<sup>1</sup></i>	\$450.00 <sup>1</sup>
	Manufacturer's certified factory utility body - specify	NA
	Chassis with Knapheide, or approved equivalent utility body	NA
	Powder coating	NA
	Daytime running lights	Std
	Immobilize daytime running lights	NA
	Nitrogen filled tires including spare tire	NA
	Full size spare tire and rim	Std
	Front license bracket	Incl.
10200 <sup>1</sup>	Cab shield headache rack (protects back of cab) <i>BACK RACK AND MOUNTING KIT (30113) WHEN USED WITH TOOL BOX (30113TB) MUST SPECIFY TOOL BOX OR NO TOOL BOX<sup>1</sup></i>	\$370.00 <sup>1</sup>
CSTACSRCK <sup>1</sup>	Pipe rack w/expanded metal basket over cab (for pickup bed)	\$1,500.00 <sup>1</sup>
	Pipe rack w/expanded metal basket over cab (for utility body)	NA
82502 <sup>1</sup>	Single ladder rack side mounted (specify street or curbside)	\$390.00 <sup>1</sup>
	Backup alarm, factory installed	NA
BUC <sup>1</sup>	Backup alarm, dealer installed	\$180.00 <sup>1</sup>
VAL <sup>1</sup>	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle)- factory installed	\$1,990.00 <sup>1</sup>
BUC <sup>1</sup>	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - dealer installed	\$699.00 <sup>1</sup>
LPTSTD <sup>1</sup>	Optional equipment - specify <i>Laptop Stand (400 Watt inverter for Stand is additional \$419 installed)<sup>1</sup></i>	\$497.00 <sup>1</sup>
SAFE-T <sup>1</sup>	Optional equipment - specify <i>DOT Road Side Safety Kit = 5lbs ABC extinguisher, First Aid Kit &amp; 3 Reflective Triangles in a case.<sup>1</sup></i>	\$259.00 <sup>1</sup>
86848-1FC0A <sup>1</sup>	Optional equipment - specify <i>Seat Belt Extender<sup>1</sup></i>	\$45.00 <sup>1</sup>
3BLS <sup>1</sup>	Optional equipment - specify <i>3RD BRAKE LIGHT SAFETY PULSE "REAR COLLISION AVOIDANCE" (PULSES 3RD BRAKE LIGHT (4) TIMES UPON APPLICATION OF BRAKE PEDAL TO INCREASE DRIVER AWARENESS BEHIND VEHICLES WHEN STOPPING)<sup>1</sup></i>	\$230.00 <sup>1</sup>
	Optional equipment - specify	NA
NEW/T <sup>1</sup>	New state tag (specify state, county, city, sheriff, etc.)	\$425.00 <sup>1</sup>
TRANS <sup>1</sup>	Transfer existing registration (must provide tag number)	\$200.00 <sup>1</sup>
TEMP <sup>1</sup>	Temporary tag	\$45.00 <sup>1</sup>
MAIN6 <sup>1</sup>	Maintenance Plan - specify <i>6 YEAR 60K MILES OIL CHANGE AND TIRE ROTATION. (OTHER OPTIONS AVAILABLE UPON REQUEST)<sup>1</sup></i>	\$1,600.00 <sup>1</sup>

VEHICLE:	Frontier (32017)			
DEALER:	REED NISSAN CLERMONT	REED NISSAN CLERMONT	REED NISSAN CLERMONT	REED NISSAN CLERMONT
ZONE:	★ Western	★ Northern	★ Central	★ Southern
BASE PRICE:	\$22,168.00	\$22,118.00	\$22,068.00	\$22,118.00

MAIN3 <sup>1</sup>	Maintenance Plan - specify 3 YEAR 36K MILES OIL CHANGE AND TIRE ROTATION. (OTHER OPTIONS AVAILABLE UPON REQUEST) <sup>1</sup>	\$1,400.00 <sup>1</sup>
	Maintenance Plan - specify	NA
WRTY <sup>1</sup>	Warranty - specify 6 YEAR 100K MILE LIMITED BUMPER TO BUMPER WARRANTY WITH \$0 DOLLARS DEDUCTIBLE. THIS PRICE IS PER VEHICLE. <sup>1</sup>	\$3,005.00 <sup>1</sup>
	Warranty - specify	NA
	Warranty - specify	NA



## **FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES**

### **SMALL SIZE 4-DOOR UTILITY VEHICLES - 4X2 SPECIFICATION #28**

#### **2017 Ford Escape (U0F)**

The Ford Escape (U0F) 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:	\$17,860.00	\$17,860.00	\$17,960.00	\$18,060.00

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.



<b>VEHICLE:</b>	Escape (U0F)			
<b>DEALER:</b>	HUB CITY FORD	HUB CITY FORD	HUB CITY FORD	HUB CITY FORD
<b>ZONE:</b>	★ Western	★ Northern	★ Central	★ Southern
<b>BASE PRICE:</b>	\$17,860.00	\$17,860.00	\$17,960.00	\$18,060.00

Order Code	Delete Options	All Zones
	Cruise control	NA
	On-Star	NA
	Power windows	NA
	Power door locks	NA
	Satellite radio	NA
	Tilt steering wheel	NA

Order Code	Add Options	All Zones
	Battery, 650-cca or greater	NA
	Bi-fuel model - specify	NA
	CNG model - specify	NA
	CNG conversion (discuss with dealer)	NA
	Engine upgrade - specify	NA
	Factory external engine oil cooler	NA
	LPG conversion (discuss with dealer)	NA
	Limited slip differential	NA
AK-KF <sup>1</sup>	Additional Key(s) or Key Fob(s) when applicable	\$275.00 <sup>1</sup>
	AM/FM radio with single CD	Std
50Q <sup>1</sup>	Cargo area cover	\$89.00 <sup>1</sup>
5 <sup>1</sup>	5" round dome lamp between sunvisors	\$179.00 <sup>1</sup>
UOG-200A <sup>1</sup>	Manufacturer's model upgrade package (specify pkg. bid) <i>SE PKG</i> <sup>1</sup>	\$3,299.00 <sup>1</sup>
50C <sup>1</sup>	Heavy duty rubber floor mats	\$74.00 <sup>1</sup>
924 <sup>1</sup>	Privacy glass, factory installed	\$274.00 <sup>1</sup>
	Rear window defogger	Std
	Rear window washer/wiper with intermittent feature	Std
	Remote keyless entry	Std
U0G-200A <sup>1</sup>	Seat trim upgrade - specify <i>UPGRADE PKG</i> <sup>1</sup>	Incl. <sup>1</sup>
	Side air protection (may affect cage availability)	Std
TATF <sup>1</sup>	Tremco anti-theft - foot activated, dealer installed	\$396.00 <sup>1</sup>
	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - factory installed	Std
BUC <sup>1</sup>	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - dealer installed	NA <sup>1</sup>
942 <sup>1</sup>	Daytime running lights	\$44.00 <sup>1</sup>

<b>VEHICLE:</b>	Escape (U0F)			
<b>DEALER:</b>	HUB CITY FORD	HUB CITY FORD	HUB CITY FORD	HUB CITY FORD
<b>ZONE:</b>	★ Western	★ Northern	★ Central	★ Southern
<b>BASE PRICE:</b>	\$17,860.00	\$17,860.00	\$17,960.00	\$18,060.00

	Front license bracket	NA
	Fog lamps <i>REQ UPGRADE PKG 1</i>	Std <sup>1</sup>
	Full size spare tire and rim	NA
	Immobilize daytime running lights	NA
NFT <sup>1</sup>	Nitrogen filled tires including spare tire	\$199.00 <sup>1</sup>
RSFS <sup>1</sup>	Rainshields - flange style	\$144.00 <sup>1</sup>
	Running boards	NA
	Tow hooks	NA
	Outside tire carrier	Std
VVSS <sup>1</sup>	Vent visors - stick-on style	\$144.00 <sup>1</sup>
62S <sup>1</sup>	Optional equipment - specify <i>FLEET CARGO MANAGEMENT SYSTEM (INTERIOR CARGO COVER - PERIMETER ALARM - POWER CONVERTER 110V OUTLET - ROOF-RACK SIDE RAILS &amp; ROOF-RAIL CROSSBARS<sup>1</sup></i>	\$394.00 <sup>1</sup>
	Optional equipment - specify	NA
	Optional equipment - specify	NA
	Optional equipment - specify	NA
	Optional equipment - specify	NA
LRPH <sup>1</sup>	Labor rate per hour	\$96.00 <sup>1</sup>
TEMP TAG <sup>1</sup>	Temporary tag	\$36.00 <sup>1</sup>
TER <sup>1</sup>	Transfer existing registration (must provide tag number)	\$100.00 <sup>1</sup>
NST <sup>1</sup>	New state tag (specify state, county, city, sheriff, etc.)	\$165.00 <sup>1</sup>
	Maintenance Plan - specify	NA
	Maintenance Plan - specify	NA
	Maintenance Plan - specify	NA
6/100 <sup>1</sup>	Warranty - specify <i>POWERTRAIN CARE WITH (0) DED<sup>1</sup></i>	\$1,740.00 <sup>1</sup>
6/100 <sup>1</sup>	Warranty - specify <i>BASE CARE WITH (0) DED<sup>1</sup></i>	\$2,130.00 <sup>1</sup>
6/100 <sup>1</sup>	Warranty - specify <i>EXTRA CARE WITH (00) DED<sup>1</sup></i>	\$2,585.00 <sup>1</sup>



## **FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES**

### **CARGO MINI VAN - FWD SPECIFICATION #36**

#### **2017 Ford Transit Connect (S6E)**

The Ford Transit Connect (S6E) 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:	\$19,374.00	\$19,374.00	\$19,374.00	\$19,586.00

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.



<b>VEHICLE:</b>	Transit Connect (S6E)			
<b>DEALER:</b>	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC
<b>ZONE:</b>	Western	Northern	Central	Southern
<b>BASE PRICE:</b>	\$19,374.00	\$19,374.00	\$19,374.00	\$19,586.00

Order Code	Delete Options	All Zones
D59C <sup>1</sup>	Delete side glass	\$20.00 <sup>1</sup>
D55A <sup>1</sup>	Delete rear glass	\$85.00 <sup>1</sup>
D55A-59C <sup>1</sup>	Delete side and rear glass	\$105.00 <sup>1</sup>
	Satellite radio	NA
Order Code	Add Options	All Zones
	2nd row seat	NA
87R <sup>1</sup>	Additional Key(s) or Key Fob(s) when applicable Key Fobs (2 Additional) <sup>1</sup>	\$64.00 <sup>1</sup>
582 <sup>1</sup>	AM/FM radio with single CD AM/FM Stereo Receiver with Single-CD. Included in model upgrade package. <sup>1</sup>	\$349.00 <sup>1</sup>
98G <sup>1</sup>	Bi-fuel model - specify CNG/Propane Gaseous Engine Prep Package <sup>1</sup>	\$314.00 <sup>1</sup>
98G <sup>1</sup>	CNG model - specify CNG/Propane Gaseous Engine Prep Package <sup>1</sup>	\$314.00 <sup>1</sup>
CNG <sup>1</sup>	CNG conversion (discuss with dealer) REQUIRES 98G, Dedicated/ bi-fuel, INCLUDES drop ship • 2.5L with CNG Prep Engine Package Offered by Ford • 8.2 GGE's Gasoline Gallon Equivalent (GGE) CNG Cylinder Options.FOR 16.4 GGE 2 TANK USE \$13,000 • CNG Driving Range from 200 - 450 miles, Depends on Cylinder Package. • Comes with Standard Metal Carpeted CNG Tank Cover. • Includes Quarter Turn Manual Shut Off Valve Located Under Drivers Side Door. • CNG Fuel Economy Equivalent to that of Gasoline. • Meets EPA Certification Standards. • Seamlessly Intergrated with Ford Vehicle and Equipped with Ford On-Board Computer Control System. • Sequential Fuel Injection and Proprietary Fuel Delivery System. • Serviceable Through Ford Dealer Network with Standard Ford Diagnostic Equipment. • Delivers Excellent Horsepower and Torque. • Performs In Extreme Cold or Extreme Heat, High or Low Altitudes, or Any Inclement Weather Condition. • Original Ford Warranty Remains Intact & Coastal AFS 80,000 Miles/8 Year emissions Component warranty <sup>1</sup>	\$10,700.00 <sup>1</sup>
	LPG conversion (discuss with dealer)	NA
S7E <sup>1</sup>	Long Wheel Base Includes S7E model with 100a package and 121 inch wheelbase. Fixed rear and fixed second row glass included. Addition of this option represents an msrp discount in excess of 17% <sup>1</sup>	\$1,500.00 <sup>1</sup>
S6F.110A <sup>1</sup>	Manufacturer's model upgrade package (specify pkg. bid) Includes all XL content, plus: Front Bumper – Body-Color, Painted, Fog Lamps, Power Adjust, Heated Exterior Mirrors with Manual Fold – Black, Molded-in- Color, Rear Bumper End Caps – Body-Color, Painted, XLT Badge, 4-Spoke Steering Wheel with Satin Chrome Shells, 6-Way Manual Driver Seat with Manual Lumbar, 4.2" LCD Multi-function Display, 12V Powerpoint in Rear Cargo Area, AM/FM Stereo with Single- CD, Cloth Seating Surfaces, Cruise Control, Driver Sunvisor with Vanity Mirror and Ticket Strap, Dual Front Map Lights, Front Carpeted Floor Cover, Front Carpeted Floor Mats, In-Cluster Message Center, Passenger Sunvisor with Vanity Mirror, Premium Front Center Closed Console, Satin Chrome Front-Door, Inner Release Handles, Wheels – 16" Steel with XLT Full Wheel Covers, MyKey®. Option represents an msrp savings over 17% <sup>1</sup>	\$1,925.00 <sup>1</sup>
	Power door & windows	Std
	Remote keyless entry	Std
6B <sup>1</sup>	Seat trim upgrade - specify CLOTH. Included in model upgrade <sup>1</sup>	\$99.00 <sup>1</sup>
	Side air bags	Std
BUA <sup>1</sup>	Backup alarm, dealer installed	\$130.00 <sup>1</sup>

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	Backup alarm, factory installed	NA
58U <sup>1</sup>	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - factory installed <i>AM/FM Stereo Receiver with Single-CD and Rear View Camera. With XLT model upgrade use \$249 <sup>1</sup></i>	\$574.00 <sup>1</sup>
BUC <sup>1</sup>	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - dealer installed <i>Typically for agencies that may want to have a "constant hot" camera to remain on while vehicle is in park controlled by an on/off switch. Provides constant surveillance. <sup>1</sup></i>	\$695.00 <sup>1</sup>
53T <sup>1</sup>	Class I trailer wiring <i>Trailer Tow Package (53T) Trailer Tow Hitch with Trailer Sway Control (Class I, 2,000 lbs. capability, includes trailer module and 4-Pin Connector) • 4-pin connector • 4-pin wiring harness • Receiver hitch • Trailer sway control. <sup>1</sup></i>	\$394.00 <sup>1</sup>
53T <sup>1</sup>	Class I hitch <i>Trailer Tow Package (53T) Trailer Tow Hitch with Trailer Sway Control (Class I, 2,000 lbs. capability, includes trailer module and 4-Pin Connector) • 4-pin connector • 4-pin wiring harness • Receiver hitch • Trailer sway control. <sup>1</sup></i>	\$394.00 <sup>1</sup>
942 <sup>1</sup>	Daytime running lights	\$44.00 <sup>1</sup>
924 <sup>1</sup>	Deep tint for base <i>Privacy Glass Upgrade (from normal tinted glass / excludes the front row). Available only with options 55A, 59D or 59G on S6E and S7E body styles. Standard on E6F and E7F body styles. Included with options 55A, 59C, 59D, 59F and 59G on S6F and S7F body styles. For dealer installed front windows add \$85. -- S6E or S7E with 59D/G less 55A (One Pane) use \$124. S6E or S7E with 55A less 59D/G; E6E or E7E (Two Panes) use \$189. S6E or S7E with 59D/G and 55A, E6E or E7E with 59D/G (Three Panes) use \$249</i>	\$314.00 <sup>1</sup>
153 <sup>1</sup>	Front license bracket	NC <sup>1</sup>
	Immobilize daytime running lights	Std
	Manual RH/LH door <i>Dual Sliding Side Doors <sup>1</sup></i>	Std <sup>1</sup>
N2 <sup>1</sup>	Nitrogen filled tires including spare tire	\$225.00 <sup>1</sup>
RS <sup>1</sup>	Rainshields - flange style	\$160.00 <sup>1</sup>
	255 degree rear door opening <i>STANDARD OPTION IS 180 Deg.Swing-Out Rear Cargo-Doors <sup>1</sup></i>	NA <sup>1</sup>
VV <sup>1</sup>	Vent visors - stick-on style	\$160.00 <sup>1</sup>
DISCOUNT <sup>1</sup>	Optional equipment - specify <i>Discount applied to manufacturer's options not included in Bid publication per manufacturer's price lists: i.e. fleet.ford.com, Whelen.com. Contact awarded dealer for corresponding quote. Extension of discount available from affiliated Duval Motor Company in-house entities: Duval Ford, Dana Safety Supply, as well as Ford Municipal Finance for Lease purchase discounted proposals. <sup>1</sup></i>	\$5.00 <sup>1</sup>
KARGO MASTER <sup>1</sup>	Optional equipment - specify <i>40TCS; 26" TRANSIT CONNECT ADJUSTABLE SHELF (26" WIDTH X 43" HEIGHT X 14" DEPTH) and COMPACT VAN SHEET METAL PARTITION. All packages come with shelves and partition. VISIT <a href="http://www.duvalford.com/fleet">www.duvalford.com/fleet</a> for diagrams and complete breakdowns of package content for the following COMMERCIAL, GENERAL SERVICE, HVAC, PLUMBING, ELECTRICAL, AND TELECOM packages; SHORT WHEEL BASE 41TCS ADD \$400 LONG WHEEL BASE models 40TCL ADD \$250, 41TCL ADD \$550, 42TCL ADD \$1500, 43TCL ADD \$1250, 44TCL ADD \$1000, 45TCL ADD \$1200, 46TCL ADD \$1200 <sup>1</sup></i>	\$2,295.00 <sup>1</sup>
RANGER <sup>1</sup>	Optional equipment - specify <i>RANGER STEEL Z-10C4 (1 F36F 44H X 36W X 17"D WITH DIVIDERS AND 1 F36E 44H X 36W X 12"D WITH DIVIDERS) with C13E MESH PARTITION. VISIT <a href="http://www.duvalford.com/fleet">www.duvalford.com/fleet</a> for diagrams and a complete breakdown of package content. FOR RANGER ALUMINUM C-410 (1) SF36-3 44H X 36W X 15"D WITH DIVIDERS AND (1) SE36-3 44H X 36W X 13"D WITH DIVIDERS AND C13E MESH PARTITION ADD \$350 <sup>1</sup></i>	\$2,995.00 <sup>1</sup>



<b>VEHICLE:</b>	Transit Connect (S6E)			
<b>DEALER:</b>	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC
<b>ZONE:</b>	Western	Northern	Central	Southern
<b>BASE PRICE:</b>	\$19,374.00	\$19,374.00	\$19,374.00	\$19,586.00
<b>OPT EQUIP <sup>1</sup></b>	Optional equipment - specify <i>LADDERRACK; KARGO MASTER: Single Clamp &amp; Lock (Lock Down). For Double Clamp &amp; Lock (Lock Down) add \$250, Single Drop Down (Slide Down) add \$400, Double Drop Down (Slide Down) add \$950. RANGER; 2 Bar Utility Rack 1505TC add \$200, Aluminum Single Drop add \$1150, Dual Drop Rack add \$2200. FOR INVERTER USE \$400. FOR DERIVE SPEED PLUS USE \$450. TINT USE \$265. VISIT <a href="http://www.duvalford.com/fleet">www.duvalford.com/fleet</a> for diagrams and a complete breakdown of package content.</i> <sup>1</sup>			\$770.00 <sup>1</sup>
<b>SCPO <sup>1</sup></b>	Optional equipment - specify <i>For Single combined purchase (SCP) order issuance using local vendor preference, OPTION is set at 10% ceiling price over local vendor/ zone itemized cost. Total minimum quoted amount includes transfers, body certification, weight slip, and FSA contract fee. Using SCPO complies with FS 319.21 &amp; Title 49, code of Federal Regulations (49CFR), Parts 567.3, 568.3 and 571.3 for Incomplete vehicle second stage manufacturing.</i> <sup>1</sup>			\$1,436.00 <sup>1</sup>
<b>LABOR <sup>1</sup></b>	Labor rate per hour <i>Labor rate per hour. Refer to Emergency lighting price submission for schedule. See dealer quote for itemization. Includes professional EVT certified installation, wire loom, connectors, prep kit and consultation</i> <sup>1</sup>			\$135.00 <sup>1</sup>
<b>TEMP <sup>1</sup></b>	Temporary tag			\$6.00 <sup>1</sup>
<b>TAG <sup>1</sup></b>	New state tag (specify state, county, city, sheriff, etc.) <i>Per Florida Statute 320.08, A dealer can only charge the purchaser the actual fees authorized by statute for title and registration transfers. These will be the fees charged by the county tax collector's office for transferring title and registrations. Overcharging of these fees without refunding the overcharge is unlawful and could result in disciplinary action against the dealer's license. The dealer is Responsible for refunding the overcharged amount to the purchaser. Private tag agency fees cannot be included in the category of title and registration fees: DHSMV Procedure TL-10. [TL-10: <a href="http://www3.flhsmv.gov/DMV/Proc/TL/TL-10.PDF">http://www3.flhsmv.gov/DMV/Proc/TL/TL-10.PDF</a>]</i> <sup>1</sup>			\$130.00 <sup>1</sup>
<b>TX <sup>1</sup></b>	Transfer existing registration (must provide tag number)			\$85.00 <sup>1</sup>
<b>MPP575 <sup>1</sup></b>	Maintenance Plan - specify <i>5 Year 75,000 mile Premium Maintenance Plan. 15 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. For Specialty use: Emergency, Fire, Ambulance, all police, livery, limo, shuttle, and tow truck ADD \$300</i> <sup>1</sup>			\$1,860.00 <sup>1</sup>
<b>MPP6745 <sup>1</sup></b>	Maintenance Plan - specify <i>6 Year 75,000 mile Premium Maintenance Plan. 15 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. For Specialty use: Emergency, Fire, Ambulance, all police, livery, limo, shuttle, and tow truck ADD \$300</i> <sup>1</sup>			\$1,905.00 <sup>1</sup>
<b>MPP610 <sup>1</sup></b>	Maintenance Plan - specify <i>6 Year 100,000 mile Premium Maintenance Plan. 20 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. For Specialty use: Emergency, Fire, Ambulance, all police, livery, limo, shuttle, and tow truck ADD \$500</i> <sup>1</sup>			\$2,400.00 <sup>1</sup>
<b>CB575 <sup>1</sup></b>	Warranty - specify <i>5 Yr 75,000 mile zero deductible BASECare plan. 5 Yr 100,000 mile zero deductible use \$2000. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail "Ford Protect" May 2016 Pricing Guide. For Specialty use: Police pursuit excluding p2L,p2m,k8a; Fire, Ambulance, Shuttle, Tow Truck add \$605</i> <sup>1</sup>			\$1,475.00 <sup>1</sup>
<b>CE575 <sup>1</sup></b>	Warranty - specify <i>5 Yr 75,000 mile zero deductible EXTRACare plan. 5 Yr 100,000 mile zero deductible use \$2425. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail "Ford Protect" May 2016 Pricing Guide. For Specialty use: Police pursuit excluding p2L,p2m,k8a; Fire, Ambulance, Shuttle, Tow Truck add \$555</i> <sup>1</sup>			\$1,710.00 <sup>1</sup>
<b>CP575 <sup>1</sup></b>	Warranty - specify <i>5 Yr 75,000 mile zero deductible PREMIUMCare plan. 5 Yr 100,000 mile zero deductible use \$3330. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail "Ford Protect" May 2016 Pricing Guide. For Specialty use: Police pursuit excluding p2L,p2m,k8a; Fire, Ambulance, Shuttle, Tow Truck add \$505</i> <sup>1</sup>			\$2,400.00 <sup>1</sup>



## **FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES**

### **1/2 TON EXTENDED CAB PICKUP TRUCK - 4X4 SPECIFICATION #52**

#### **2017 Ford F-150 (X1E)**

The Ford F-150 (X1E) 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:	\$22,599.00	\$22,599.00	\$22,699.00	\$22,799.00

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.

<b>VEHICLE:</b>	F-150 (X1E)			
<b>DEALER:</b>	HUB CITY FORD	HUB CITY FORD	HUB CITY FORD	HUB CITY FORD
<b>ZONE:</b>	Western	Northern	Central	Southern
<b>BASE PRICE:</b>	\$22,599.00	\$22,599.00	\$22,699.00	\$22,799.00

Order Code	Delete Options	All Zones
	AM/FM stereo radio	NA
	Air conditioning	NA
	Full size spare tire and rim	NA
XL6 <sup>1</sup>	Limited slip differential on 4-wheel drive	\$100.00 <sup>1</sup>

Order Code	Add Options	All Zones
99P <sup>1</sup>	Engine upgrade - specify <i>2.7L V-6 ENG ECOBOOST ENG <sup>1</sup></i>	\$794.00 <sup>1</sup>
99F <sup>1</sup>	Engine upgrade - specify <i>5.0L V-8 ENG OR 3.5L V-6 ECOBOOST ENG \$2894.00 <sup>1</sup></i>	\$1,594.00 <sup>1</sup>
98G <sup>1</sup>	Bi-fuel model - specify <i>REQ 5.0L V-8 ENG GASEOUS PREP ENG <sup>1</sup></i>	\$314.00 <sup>1</sup>
98G <sup>1</sup>	CNG model - specify <i>REQ 5.0L V-8 ENG GASEOUS PREP ENG <sup>1</sup></i>	\$314.00 <sup>1</sup>
98G-CMG <sup>1</sup>	CNG conversion (discuss with dealer)	\$13,996.00 <sup>1</sup>
98G-LPG <sup>1</sup>	LPG conversion (discuss with dealer)	\$13,996.00 <sup>1</sup>
	Battery, 650 cca or greater	NA
	Dual batteries	NA
627 <sup>1</sup>	7,700 lbs. GVWR <i>REQ 5.1 V-8 ENG &amp; TRAILER TOW PKG &amp; 163 W/BASE <sup>1</sup></i>	\$3,889.00 <sup>1</sup>
67T <sup>1</sup>	Electric brake controller <i>REQ TRAILER TOW PKG <sup>1</sup></i>	\$274.00 <sup>1</sup>
	Traction control	Std
300A <sup>1</sup>	Manufacturer's model upgrade package (specify pkg. bid) <i>XLT PKG <sup>1</sup></i>	\$4,189.00 <sup>1</sup>
C <sup>1</sup>	Seat trim upgrade - specif	NC <sup>1</sup>
85A <sup>1</sup>	Power windows/door locks	\$1,169.00 <sup>1</sup>
50S <sup>1</sup>	Speed control	\$224.00 <sup>1</sup>
	Tilt steering wheel	Std
	Passenger dome lamp	Std
W <sup>1</sup>	Bucket seats in lieu of bench seat <i>CLOTH40/CONSOLE/40FT SEATS <sup>1</sup></i>	\$294.00 <sup>1</sup>
168 <sup>1</sup>	Carpet in lieu of rubber floor covering	\$144.00 <sup>1</sup>
FM <sup>1</sup>	Floor mats <i>WEATHER TECK FLOOR MATES <sup>1</sup></i>	\$396.00 <sup>1</sup>
924 <sup>1</sup>	Deep tinted glass	\$99.00 <sup>1</sup>
435 <sup>1</sup>	Sliding rear window	\$449.00 <sup>1</sup>
58B <sup>1</sup>	AM/FM radio with single CD	\$289.00 <sup>1</sup>



<b>VEHICLE:</b>	F-150 (X1E)			
<b>DEALER:</b>	HUB CITY FORD	HUB CITY FORD	HUB CITY FORD	HUB CITY FORD
<b>ZONE:</b>	Western	Northern	Central	Southern
<b>BASE PRICE:</b>	\$22,599.00	\$22,599.00	\$22,699.00	\$22,799.00

	On-Star	NA
58C <sup>1</sup>	Satellite radio	\$484.00 <sup>1</sup>
AK-KF <sup>1</sup>	Additional Key(s) or Key Fob(s) when applicable	\$275.00 <sup>1</sup>
	Side air bags	Std
18B <sup>1</sup>	Cab Steps	\$249.00 <sup>1</sup>
163 W/BASE <sup>1</sup>	Long bed in lieu of short bed <i>REQ 5.0L V-8 ENG <sup>1</sup></i>	\$1,844.00 <sup>1</sup>
LH6 <sup>1</sup>	Left-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed	\$696.00 <sup>1</sup>
LH-RH6 <sup>1</sup>	Left & right-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed	\$896.00 <sup>1</sup>
VVSS <sup>1</sup>	Vent visors - stick-on style	\$144.00 <sup>1</sup>
RSFS <sup>1</sup>	Rainshields - flange style	\$144.00 <sup>1</sup>
BS <sup>1</sup>	Bug shield	\$396.00 <sup>1</sup>
54M-54Y <sup>1</sup>	Trailer tow mirrors	\$394.00 <sup>1</sup>
WGG <sup>1</sup>	Wrap-around grille guard	\$1,696.00 <sup>1</sup>
ATB <sup>1</sup>	Aluminum tool box	\$396.00 <sup>1</sup>
96P <sup>1</sup>	Bedliner	\$349.00 <sup>1</sup>
96W <sup>1</sup>	Spray-on bedliner (Rhino, Line-X or approved equivalent)	\$494.00 <sup>1</sup>
	Tow hooks	Std
53B <sup>1</sup>	Class IV hitch and ball <i>INC 2" BALL PIN &amp; CLIP <sup>1</sup></i>	\$192.00 <sup>1</sup>
8LB-W <sup>1</sup>	8,000 lb. winch with remote	\$1,696.00 <sup>1</sup>
53A <sup>1</sup>	Heavy duty towing package up to 5,000 lbs. with appropriate hitch <i>INC 2" BALL PIN &amp; CLIP <sup>1</sup></i>	\$596.00 <sup>1</sup>
53A <sup>1</sup>	Heavy duty towing package up to 7,200 lbs. with appropriate hitch <i>INC 2" BALL PIN &amp; CLIP REQ 3.5L ECOBOOST ENG <sup>1</sup></i>	\$596.00 <sup>1</sup>
413 <sup>1</sup>	Skid plates	\$159.00 <sup>1</sup>
	Shift on the Fly	Std
FTC <sup>1</sup>	Fiberglass tonneau cover (painted to match)	\$1,696.00 <sup>1</sup>
FCHT <sup>1</sup>	Fiberglass cab high topper with front, side and rear windows (painted to match)	\$1,896.00 <sup>1</sup>
942 <sup>1</sup>	Daytime running lights	\$44.00 <sup>1</sup>
	Immobilize daytime running lights	NA
	All terrain tires in lieu of all season tires	Std
NFT <sup>1</sup>	Nitrogen filled tires including spare tire	\$199.00 <sup>1</sup>
	Full size spare tire and rim	Std
	Midbox body option	NA
STC <sup>1</sup>	Steel truck cap	\$6,996.00 <sup>1</sup>
CSH <sup>1</sup>	Cab shield headache rack (protects back of cab)	\$896.00 <sup>1</sup>
PREP <sup>1</sup>	Pipe rack w/expanded metal basket over cab (for pickup bed)	\$1,696.00 <sup>1</sup>

<b>VEHICLE:</b>	F-150 (X1E)			
<b>DEALER:</b>	HUB CITY FORD	HUB CITY FORD	HUB CITY FORD	HUB CITY FORD
<b>ZONE:</b>	Western	Northern	Central	Southern
<b>BASE PRICE:</b>	\$22,599.00	\$22,599.00	\$22,699.00	\$22,799.00

	Pipe rack w/expanded metal basket over cab (for utility body)	NA
SLRS <sup>1</sup>	Single ladder rack side mounted (specify street or curbside)	\$1,296.00 <sup>1</sup>
153 <sup>1</sup>	Front license bracket	NC <sup>1</sup>
85H <sup>1</sup>	Backup alarm, factory installed	\$124.00 <sup>1</sup>
BAD <sup>1</sup>	Backup alarm, dealer installed	\$124.00 <sup>1</sup>
76C <sup>1</sup>	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - factory installed	\$249.00 <sup>1</sup>
BUC <sup>1</sup>	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - dealer installed	\$696.00 <sup>1</sup>
	Optional equipment - specify	NA
	Optional equipment - specify	NA
	Optional equipment - specify	NA
	Optional equipment - specify	NA
	Optional equipment - specify	NA
LRPH <sup>1</sup>	Labor rate per hour	\$96.00 <sup>1</sup>
NST <sup>1</sup>	New state tag (specify state, county, city, sheriff, etc.)	\$165.00 <sup>1</sup>
TER <sup>1</sup>	Transfer existing registration (must provide tag number)	\$100.00 <sup>1</sup>
TEMP TAG <sup>1</sup>	Temporary tag	\$36.00 <sup>1</sup>
	Maintenance Plan - specify	NA
	Maintenance Plan - specify	NA
	Maintenance Plan - specify	NA
6/100 <sup>1</sup>	Warranty - specify POWERTRAIN CARE WITH (0) DED <sup>1</sup>	\$1,910.00 <sup>1</sup>
6/100 <sup>1</sup>	Warranty - specify BASE CARE WITH (0) DED <sup>1</sup>	\$2,355.00 <sup>1</sup>
6/100 <sup>1</sup>	Warranty - specify EXTRA CARE WITH (0) DED <sup>1</sup>	\$2,850.00 <sup>1</sup>



## **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 <sup>1</sup>	Manual transmission in lieu of automatic transmission	(\$2,457.00) <sup>1</sup>	\$400.00 <sup>2</sup>	\$200.00 <sup>3</sup>
31157 <sup>2</sup>	5-speed Manual Transmission 4.083 Final Drive Ratio This becomes a non cancel-able order; <sup>1</sup>			
31157 <sup>3</sup>	(Payment in full required prior to placement of order from manufacturer) <sup>3</sup>			
	On-Star	NA	NA	NA

Order Code	Add Options	Western	Northern	Central & Southern
DRYCELL <sup>3</sup>	Battery, 650 cca or greater Dealer provided 700cca minimum Drycell Battery. <sup>3</sup>	NA	NA	\$379.00 <sup>3</sup>
	Bi-fuel model - specify	NA	NA	NA
	Diesel Engine	NA	NA	NA
31517 <sup>1</sup>	Engine upgrade - specify	\$2,964.00 <sup>1</sup>	\$2,970.00 <sup>2</sup>	\$3,469.00 <sup>3</sup>
31517 <sup>2</sup>	4.0-liter DOHC V6 Engine (261 hp / 281 lb-ft) 5-speed Automatic Transmission, Engine Cover, This model includes the SV Upgrade package: <sup>1</sup>			
31517 <sup>3</sup>	4.0 Ltr V-6 w/ SV Trim Level <sup>2</sup> 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. <sup>3</sup>			
	Limited slip differential Active brake limited slip standard <sup>3</sup>	NA	Std	NA <sup>3</sup>
3rd key <sup>1</sup>	Additional Key(s) or Key Fob(s) when applicable	\$150.00 <sup>1</sup>	\$199.00 <sup>2</sup>	\$149.00 <sup>3</sup>
3K <sup>2</sup>	Key only; additional key with remote \$347.00 <sup>1</sup>			
3K <sup>3</sup>	Dealer provided third key ~-/-~ If FOB Needed w/ SV Trim Level= \$ 396 <sup>2</sup> Dealer provided and programmed 3rd key only. - or - (3KR - Dealer provided and programmed 3rd key and remote \$373.) <sup>3</sup>			
	AM/FM radio with single CD	Std	Std	Std
L92 <sup>1</sup>	Floor mats	\$135.00 <sup>1</sup>	\$135.00 <sup>2</sup>	\$139.00 <sup>3</sup>
FLO <sup>2</sup>	Factory mats <sup>1</sup>			
L92 <sup>3</sup>	WT/FL = Weathertech Floor Liners = \$239 <sup>2</sup>			
31317 <sup>1</sup>	Manufacturer's model upgrade package (specify pkg. bid)	\$2,255.00 <sup>1</sup>	\$2,260.00 <sup>2</sup>	\$2,749.00 <sup>3</sup>
31517 <sup>2</sup>	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"			
31317 <sup>3</sup>				

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Color Display NissanConnect™ with Navigation + NissanConnect™ 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; <sup>1</sup>

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. <sup>2</sup>

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. <sup>3</sup>

Power windows/door locks

Included in SV Model Upgrade Package <sup>1</sup>

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. <sup>2</sup>

Included and only available with SV package upgrades. <sup>3</sup>

Seat trim upgrade - specify

Included in SV Model Upgrade Package <sup>1</sup>

Side air bags

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/ICD w/ Aux, Front reading/map lamps: DOES NOT INCLUDE TILT WHEEL <sup>1</sup>

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. <sup>2</sup>

Included and only available with SV package upgrades. <sup>3</sup>

Sliding rear window

Included in SV Model Upgrade Package: Contact dealer for After-Market install <sup>1</sup>

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. <sup>2</sup>

Included and only available with SV package upgrades. <sup>3</sup>

Backup alarm, factory installed

K01 <sup>1</sup>  
31517 <sup>2</sup>

31517 <sup>2</sup>

NA<sup>1</sup> \$2,260.00<sup>2</sup> NA<sup>3</sup>

NA<sup>1</sup> NA NA

Std Std Std  
\$1,285.00<sup>1</sup> \$2,260.00<sup>2</sup> NA<sup>3</sup>

NA<sup>1</sup> \$2,260.00<sup>2</sup> NA<sup>3</sup>

NA NA NA

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VAL <sup>2</sup> K02 <sup>3</sup>	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle)- factory installed <i>SV Value Pkg. (Req. 31317 SV V-6 Ordered) Includes: Vehicle Security System, Utili-Track Channel System, Fog Lgths, Dual Zone A/C, Rear View Camera, Class IV Rec. Hitch &amp; Factory Spray-in-Bedliner and more<sup>2</sup></i> <i>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, spray 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.<sup>3</sup></i>	NA	\$1,980.00 <sup>2</sup>	\$1,989.00 <sup>3</sup>
BUC <sup>1</sup> BUC <sup>2</sup> BUC <sup>3</sup>	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - dealer installed <i>Dealer installed backup camera with rear view mirror mounted monitor.<sup>3</sup></i>	\$790.00 <sup>1</sup>	\$679.00 <sup>2</sup>	\$679.00 <sup>3</sup>
A92-Bedliner <sup>1</sup> A92 <sup>2</sup> A92 <sup>3</sup>	Bedliner <i>Under Rail Bedliner<sup>1</sup></i> <i>Bedliner &amp; Hitch<sup>2</sup></i> <i>Under the rail plastic type bed liner. (DBL - Dealer provided plastic drop in bed liner \$325)<sup>3</sup></i>	\$355.00 <sup>1</sup>	\$625.00 <sup>2</sup>	\$359.00 <sup>3</sup>
Spray Bedliner <sup>1</sup> SBL <sup>2</sup> SOB <sup>3</sup>	Spray-on bedliner (Rhino, Line-X or approved equivalent) <i>Dealer installed HD Spray-on-Bed liner.<sup>3</sup></i>	\$575.00 <sup>1</sup>	\$560.00 <sup>2</sup>	\$579.00 <sup>3</sup>
Cab Shield <sup>1</sup> C/SLD <sup>2</sup> HAR <sup>3</sup>	Cab shield headache rack (protects back of cab)	\$525.00 <sup>1</sup>	\$565.00 <sup>2</sup>	\$497.00 <sup>3</sup>
	Chassis with Knapheide, or approved equivalent utility body <i>Call Dealer for Special Requirements<sup>1</sup></i>	NA <sup>1</sup>	NA	NA
	Daytime running lights	NA	NA	NA
Backup Alarm <sup>1</sup> BUA <sup>2</sup> BUA <sup>3</sup>	Backup alarm, dealer installed <i>Peterson V780 97Db<sup>1</sup></i> <i>Dealer installed 90db back up alarm.<sup>3</sup></i>	\$149.00 <sup>1</sup>	\$183.00 <sup>2</sup>	\$179.00 <sup>3</sup>
Fiberglas Lid <sup>1</sup> FTC <sup>2</sup> FTC <sup>3</sup>	Fiberglass tonneau cover (painted to match) <i>Add \$300.00 for Roll-N-Lock in lieu of Fiberglas<sup>1</sup></i> <i>UTC= Undercover Black Composite Tonneau Cover = \$1,290<sup>2</sup></i> <i>(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)<sup>3</sup></i>	\$1,510.00 <sup>1</sup>	\$1,490.00 <sup>2</sup>	\$1,495.00 <sup>3</sup>
Fiberglas Topper <sup>1</sup> FHT <sup>2</sup> ECHO <sup>3</sup>	Fiberglass cab high topper with front, side and rear windows (painted to match) <i>Add \$380.00 for swing-up side door access<sup>1</sup></i> <i>Add \$385 for both side access windows<sup>2</sup></i> <i>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 &amp; 4 adjustable load stops \$995.)<sup>3</sup></i>	\$1,710.00 <sup>1</sup>	\$1,735.00 <sup>2</sup>	\$1,695.00 <sup>3</sup>
	Front license bracket	Std	Std	NA
	Full size spare tire and rim	Std	Std	Std



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Alum Tool BX <sup>1</sup> ATB <sup>2</sup> ATB-LP-18 <sup>3</sup>	Heavy duty aluminum tool box 14" deep box, Additional \$45.00 for 18" deep box <sup>1</sup> HD Aluminum Diamond Plate Tool Box 14" Deep ~//~ 18" Deep \$495 <sup>2</sup> Dealer Provided HD Aluminum Diamond Plate Low Pro Tool Box 18" Depth - and - (SAFE-T - Fire extinguisher, first aid kit, and road triangles \$329). <sup>3</sup>	\$438.00 <sup>1</sup>	\$485.00 <sup>2</sup>	\$469.00 <sup>3</sup>
A93 <sup>1</sup> A93 <sup>2</sup> A93 DB2 <sup>3</sup>	Heavy duty towing package up to 3,500 lbs. Bedliner and Hitch Factory Option: <i>REQUIRES v-6 sv mODEL uPGRADE (OPTION 31517) Dealer supplied 2" Ball mount and pin and clip, 2" ball, <sup>1</sup></i> <i>Requires V6 upgrade- Includes: A92= bed liner W/ 2" Bar &amp; Ball ~//~ Dealer Installed Class III Rec. Hitch W/ 2" Bar &amp; Ball \$535 - You may need to consider the V-6 Option <sup>2</sup></i> <i>Requires SV V6 upgrade, Includes A92 bed liner, factory receiver hitch, draw bar, 2" ball, pin, and clip. <sup>3</sup></i>	\$694.00 <sup>1</sup>	\$620.00 <sup>2</sup>	\$729.00 <sup>3</sup>
Single Spot <sup>1</sup> L-SPOT <sup>3</sup>	Immobilize daytime running lights	NA	NA	NA
	Left-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed Add \$175.00 for LED <sup>1</sup> Add \$200 for LED light <sup>3</sup>	\$480.00 <sup>1</sup>	NA	\$520.00 <sup>3</sup>
Dual Spot <sup>1</sup> LR-SPOT <sup>3</sup>	Left & right-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed Add \$350.00 for LED <sup>1</sup> Add \$400 for LED lights <sup>3</sup>	\$925.00 <sup>1</sup>	NA	\$1,050.00 <sup>3</sup>
	Long bed model, minimum 83.4" inside box length, with minimum 113.5" and maximum 118.0" WB	NA	NA	NA
Nitro fill <sup>1</sup> NITRO <sup>2</sup> N2 <sup>3</sup>	Nitrogen filled tires including spare tire	\$145.00 <sup>1</sup>	\$145.00 <sup>2</sup>	\$169.00 <sup>3</sup>
Pipe Rack <sup>1</sup> P/RCK <sup>2</sup> SFB #####.### <sup>3</sup>	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 w/expanded metal basket over cab (for pickup bed) <i>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 ).<sup>3</sup></i>	\$1,275.00 <sup>1</sup>	\$1,750.00 <sup>2</sup>	\$1,255.00 <sup>3</sup>
Rain Shields <sup>1</sup> R/V-F <sup>2</sup> RSF <sup>3</sup>	Powder coating	NA	NA	NA
	Rainshields - flange style Front doors <sup>2</sup> Front door glass only. <sup>3</sup>	\$155.00 <sup>1</sup>	\$149.00 <sup>2</sup>	\$145.00 <sup>3</sup>
Ladder Rack <sup>1</sup> SL/RCK <sup>2</sup>	Single ladder rack side mounted (specify street or curbside)	\$750.00 <sup>1</sup>	\$735.00 <sup>2</sup>	NA
Vent Visors <sup>1</sup> RS <sup>3</sup>	Vent visors - stick-on style Front door glass only. <sup>3</sup>	\$145.00 <sup>1</sup>	NA	\$145.00 <sup>3</sup>



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BASE PRICE:	\$17,121.00	\$16,996.00	\$17,022.00	\$17,022.00
Safety kit <sup>1</sup> L/BAR <sup>2</sup> WGG <sup>3</sup>	Optional equipment - specify <i>Fire Extinguisher and flare kit <sup>1</sup></i> <i>All LED Lighbar w/ Work &amp; Side Lights plus Rear Directional with Controller</i> <i>--Advise Color when Ordering <sup>2</sup></i> <i>Dealer installed wrap around grille guard , add \$300 for winch mount plate. - add - (8KW - Warn 8,000lb recovery winch with remote \$1195). <sup>3</sup></i>	\$86.00 <sup>1</sup>	\$1,850.00 <sup>2</sup>	\$995.00 <sup>3</sup>
strobes <sup>1</sup> 4C/LED <sup>2</sup> RSL <sup>3</sup>	Optional equipment - specify <i>4 corner strobes surface mount <sup>1</sup></i> <i>Four (4) Corner Strobe LED <sup>2</sup></i> <i>Roadside lighting package Includes: 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.) <sup>3</sup></i>	\$590.00 <sup>1</sup>	\$618.00 <sup>2</sup>	\$1,729.00 <sup>3</sup>
Computer mount <sup>1</sup> WGG <sup>2</sup> RAM-VB-###-SW1 <sup>3</sup>	Optional equipment - specify <i>Wrap Around Grill Guard ---//--- Add \$300 for winch mount plate ---//--- 8K/W= 8,000 lbs. Winch w/ Remote = \$1,247 <sup>2</sup></i> <i>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). <sup>3</sup></i>	\$510.00 <sup>1</sup>	\$1,138.00 <sup>2</sup>	\$519.00 <sup>3</sup>
Grill guard <sup>1</sup> RS/SK <sup>2</sup> DT2 <sup>3</sup>	Optional equipment - specify <i>Wrap around grill guard: Add \$300.00 for winch plate <sup>1</sup></i> <i>Road Side Safety Kit: 25 Person First Aid Kit, 5 lbs Fire Ext, &amp; Three (3) Ref. Triangles w/ case <sup>2</sup></i> <i>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) <sup>3</sup></i>	\$1,090.00 <sup>1</sup>	\$269.00 <sup>2</sup>	\$149.00 <sup>3</sup>
Winch <sup>1</sup> COMM/TOP <sup>2</sup> 3BLS <sup>3</sup>	Optional equipment - specify <i>8000# winch with remote: requires grill guard and mounting plate <sup>1</sup></i> <i>Aluminum Commercial Topper (WHITE: 23" High, Front Window, Full Length Side Doors w/Driver &amp; Passenger Side Tool Boxes including 1 Vertical &amp; 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 <sup>2</sup></i> <i>3rd Brake Light Safety Pulse (Pulses 3rd Brake Light (4) times upon application of brake pedal to increase driver awareness behind you when stopping) <sup>3</sup></i>	\$1,190.00 <sup>1</sup>	\$3,248.00 <sup>2</sup>	\$229.00 <sup>3</sup>
Labor rate <sup>1</sup> LABOR <sup>2</sup> LABOR <sup>3</sup>	Labor rate per hour <i>(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.) <sup>3</sup></i>	\$99.00 <sup>1</sup>	\$115.00 <sup>2</sup>	\$105.00 <sup>3</sup>
New Tag <sup>1</sup> N/TAG <sup>2</sup> NEW-TAG <sup>3</sup>	New state tag (specify state, county, city, sheriff, etc.) <i>Includes secure overnight delivery <sup>1</sup></i> <i>Includes temp tag &amp; two way overnight shipping for signature. <sup>3</sup></i>	\$146.00 <sup>1</sup>	\$189.00 <sup>2</sup>	\$248.33 <sup>3</sup>
Transfer Tag <sup>1</sup> TRANS <sup>2</sup> TRANS-TAG <sup>3</sup>	Transfer existing registration (must provide tag number) <i>Includes secure overnight delivery <sup>1</sup></i> <i>Includes temp tag &amp; two way overnight shipping for signature. <sup>3</sup></i>	\$120.00 <sup>1</sup>	\$169.00 <sup>2</sup>	\$198.85 <sup>3</sup>

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BASE PRICE:	\$17,121.00	\$16,996.00	\$17,022.00	\$17,022.00	
Temp Tag <sup>1</sup>	Temporary tag		\$20.00 <sup>1</sup>	\$45.00 <sup>2</sup>	\$45.25 <sup>3</sup>
TEMP <sup>2</sup>					
TEMP-TAG <sup>3</sup>					
MEP3 <sup>3</sup>	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) <sup>3</sup>		NA	NA	\$709.00 <sup>3</sup>
MEP4 <sup>3</sup>	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) <sup>3</sup>		NA	NA	\$866.00 <sup>3</sup>
MEP5 <sup>3</sup>	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) <sup>3</sup>		NA	NA	\$954.00 <sup>3</sup>
RCND <sup>1</sup>	Warranty - specify		\$2,135.00 <sup>1</sup>	NA <sup>2</sup>	\$1,552.00 <sup>3</sup>
GOLD575 <sup>3</sup>	GOLD PREFERRED 6 YR / 75,000 MILE (0) DEDUCTIBLE <sup>1</sup> Call for pricing <sup>2</sup> Gold 5 yr 75k mile extended warranty (\$0 Deductible)(Add \$1200 for emergency use) <sup>3</sup>				
RCNF <sup>1</sup>	Warranty - specify		\$2,835.00 <sup>1</sup>	NA	\$1,676.00 <sup>3</sup>
PC575 <sup>3</sup>	GOLD PREFERRED 7 YR / 100,000 MILE (0) DEDUCTIBLE <sup>1</sup> Platinum 5 yr 75k mile extended warranty (\$0 Deductible)(Add \$1200 for emergency use) <sup>3</sup>				
RCN9 <sup>1</sup>	Warranty - specify		\$3,585.00 <sup>1</sup>	NA	\$1,982.00 <sup>3</sup>
PC6100 <sup>3</sup>	GOLD PREFERRED 8 YR /120,000 MILE (0) DEDUCTIBLE <sup>1</sup> Platinum 6 yr 100k mile extended warranty (\$0 Deductible)(Add \$1200 for emergency use) <sup>3</sup>				

# **BID AWARD ANNOUNCEMENT**

## **FSA16-VEH14.0**

*Effective Dates:*  
*October 1, 2016 – September 30, 2017*

**Cab & Chassis Trucks and Other Fleet Equipment**

**Cooperative Bid Program**

*Coordinated By*  
**The**  
**Florida Sheriffs Association**  
**&**  
**Florida Association of Counties**





*Protecting, Leading & Uniting...since 1893*

# FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive, Tallahassee, Florida 32308  
P.O. Box 12519 • Tallahassee, Florida 32317-2519

p: (850) 877-2165  
f: (850) 878-8665  
[www.flsheriffs.org](http://www.flsheriffs.org)  

DATE: October 1, 2016

TO: ALL PROSPECTIVE PARTICIPANTS

FROM:	Steve Casey, Executive Director	Peggy Goff, Deputy Executive Director	Drew Terpak, Business Operations Manager	Annette Grissom, Cooperative Bid Coordinator
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RE: Bid Number: FSA16-VEH14.0 Cab & Chassis Trucks & Other Fleet Equipment

We are pleased to announce that the Florida Sheriffs Association and the Florida Association of Counties has successfully conducted its 14th statewide competitive bid for vehicles and heavy equipment which includes trucks, backhoes, motorgraders, agriculture type tractors, skid steer loaders, street sweepers, generators, and light towers. This contract is effective beginning October 1, 2016 through September 30, 2017, as long as vehicles are available through fleet.

Bids will be extended and guaranteed to any and all units of local governments/political subdivisions including but not limited to county, local county board of public instruction, municipalities and/or police agencies, other local public or public safety agencies or authorities within the State of Florida, and the state universities and colleges. In addition, bids will be extended and guaranteed to any other entities approved by manufacturers to participate in this contract. The participating agencies cannot guarantee any order other than those ordered through each individual agency.

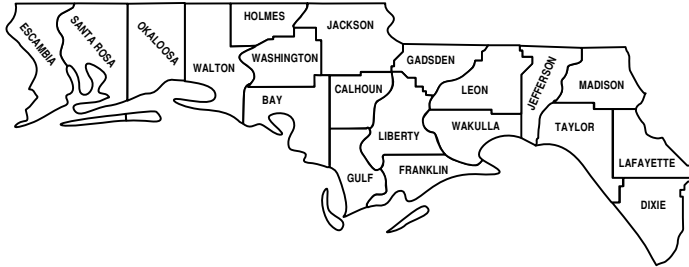
All agencies are bound by their local governing purchasing ordinances, rules and regulations and shall apply to purchases made under this contract. All awarded Vendors/Dealers are governed by their manufacturer's agreement.

Out of State Sales are permitted under this contract however, again ALL agencies are bound by their local governing purchasing ordinances, rules and regulations and shall apply to purchases made under this contract. All contractor/dealers are governed by their manufacturer's agreement. All contractor/dealers referencing this contract for the purpose of facilitating sales (purchase authority) outside the State of Florida must accept the terms and conditions of this contract.

In order to ensure quality service for our user agencies, we are requesting each of you to notify the Florida Sheriffs Association regarding any problems encountered in working with the awarded dealers. Any issues, including but not limited to, receipt of confirmation of order, delivery problems and communication problems, should be reported to us by e-mail at [fleet@flsheriffs.org](mailto:fleet@flsheriffs.org). This information will be considered in future bid awards in order to ensure that agencies are receiving the level of service required of dealers who wish to participate in this program.

# FSA CONTRACT ZONE MAP

## WESTERN



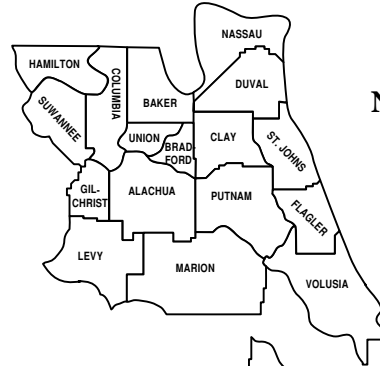
### WESTERN

BAY  
CALHOUN  
DIXIE  
ESCAMBIA  
FRANKLIN  
GADSDEN  
GULF  
HOLMES  
JACKSON  
JEFFERSON  
LAFAYETTE  
LEON  
LIBERTY  
MADISON  
OKALOOSA  
SANTA ROSA  
TAYLOR  
WALTON  
WAKULLA  
WASHINGTON

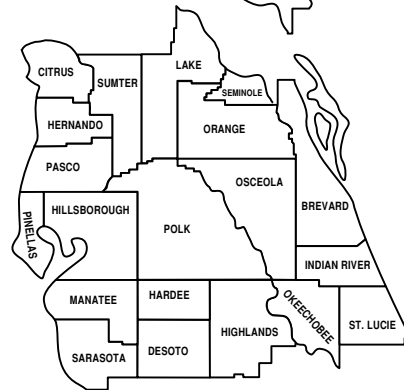
### NORTHERN

ALACHUA  
BAKER  
BRADFORD  
CLAY  
COLUMBIA  
DUVAL  
FLAGLER  
GILCHRIST  
HAMILTON  
LEVY  
MARION  
NASSAU  
PUTNAM  
ST. JOHNS  
SUWANEE  
VOLUSIA

## NORTHERN



## CENTRAL



### CENTRAL

BREVARD  
CITRUS  
DESOTO  
HARDEE  
HERNANDO  
HIGHLANDS  
HILLSBOROUGH  
INDIAN RIVER  
LAKE  
MANATEE  
OKEECHOBEE  
ORANGE  
OSCEOLA  
PASCO  
PINELLAS  
POLK  
ST. LUCIE  
SARASOTA  
SEMINOLE  
SUMTER

### SOUTHERN

BROWARD  
CHARLOTTE  
COLLIER  
GLADES  
HENDRY  
LEE  
MARTIN  
MIAMI-DADE  
MONROE  
PALM BEACH

## SOUTHERN





## **FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES**

### **15,000 LB. GVWR CAB & CHASSIS (DUAL REAR WHEEL) - 4X2 SPECIFICATION #7**

#### **2017 Ford F-450 (F4G)**

The Ford F-450 (F4G) 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:	\$33,800.00	\$33,800.00	\$33,800.00	\$33,800.00

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.

<b>VEHICLE:</b>	F-450 (F4G)			
<b>DEALER:</b>	Palmetto Ford	Palmetto Ford	Palmetto Ford	Palmetto Ford
<b>ZONE:</b>	★ Western	★ Northern	★ Central	★ Southern
<b>BASE PRICE:</b>	\$33,800.00	\$33,800.00	\$33,800.00	\$33,800.00

Order Code	Delete Options	All Zones
99Y <sup>1</sup>	Gas engine in lieu of diesel engine <i>Engine: 6.8L 3-Valve SOHC EFI NA V10 <sup>1</sup></i>	\$5,000.00 <sup>1</sup>
572 <sup>1</sup>	Air conditioning <i>Air Conditioning Delete (LPO) <sup>1</sup></i>	\$500.00 <sup>1</sup>
58Y <sup>1</sup>	AM/FM stereo radio <i>Radio Delete (LPO) (Fleet) <sup>1</sup></i>	\$35.00 <sup>1</sup>
	Passenger air bag	NA
	Satellite radio	NA
65M <sup>1</sup>	AFT tank for 18 gallon mid ship <i>26.5 Gallon Mid Ship Fuel Tank <sup>1</sup></i>	\$75.00 <sup>1</sup>

Order Code	Add Options	All Zones
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**Vendor must demonstrate a discount percentage off of the MSRP or Published Price for non-scheduled options and any optional models bid. This discount only applies to a downgrade/upgrade to the model listed within the specification.**

98R <sup>1</sup>	Engine upgrade - specify <i>Operator Commanded Regeneration (OCR) Includes active regeneration inhibit. <sup>1</sup></i>	\$245.00 <sup>1</sup>
	Engine upgrade - specify	NA
	Engine upgrade - specify	NA
	Gas engine, 8 cylinder	NA
BIFUEL <sup>1</sup>	Bi-fuel model - specify <i>Contact dealer to discuss availability and fleet requirements to establish cost <sup>1</sup></i>	Incl. <sup>1</sup>
	CNG prep - specify	NA
WCNGC <sup>1</sup>	CNG conversion (discuss with dealer) <i>Westport IBOX with 1 tank 20 (GGE) gas gallon equivalent CNG conversion. Add \$4,900 for 2 tank 40 (GGE) gas gallon equivalent CNG conversion. <sup>1</sup></i>	\$21,600.00 <sup>1</sup>
LPGC <sup>1</sup>	LPG conversion (discuss with dealer) <i>Contact dealer to discuss availability and fleet requirements to establish cost <sup>1</sup></i>	Incl. <sup>1</sup>
65C <sup>1</sup>	Dual fuel tanks <i>Combines 40 gallon aft-of-axle and 26.5 gallon mid ship tank <sup>1</sup></i>	\$620.00 <sup>1</sup>
	17,500 lb. GVWR	NA
	Allison authorized synthetic oil, TES 295 or approved equivalent (required for extended warranty)	NA
	Alternator, extra HD	Std
67B <sup>1</sup>	Dual alternators <i>Total 377-Amps <sup>1</sup></i>	\$110.00 <sup>1</sup>



<b>VEHICLE:</b>	F-450 (F4G)			
<b>DEALER:</b>	Palmetto Ford	Palmetto Ford	Palmetto Ford	Palmetto Ford
<b>ZONE:</b>	★ Western	★ Northern	★ Central	★ Southern
<b>BASE PRICE:</b>	\$33,800.00	\$33,800.00	\$33,800.00	\$33,800.00

86A <sup>1</sup>	Idle control <i>Programmable Engine Idle Shutdown - 5 Minute After a predetermined period, the engine PCM automatically shuts down the engine and triggers the accessory module to shutdown power to the accessories to minimize battery drain. Also available in 10, 15 and 20 minute settings <sup>1</sup></i>	\$245.00 <sup>1</sup>
52B <sup>1</sup>	Electric brake controller <i>Trailer Brake Controller Includes smart trailer tow connector. Verified to be compatible with electronic actuated drum brakes only. <sup>1</sup></i>	\$265.00 <sup>1</sup>
X4N <sup>1</sup>	Limited slip differential <i>Limited Slip w/4.10 Axle Ratio <sup>1</sup></i>	\$355.00 <sup>1</sup>
663A <sup>1</sup>	Manufacturer's model upgrade package (specify pkg. bid) <i>663A XLT PEP - Includes -Cloth 40/20/40 Split Bench Seat, 20% center under-seat storage, center armrest, cupholder, storage, 4-way adjustable driver/passenger headrests and driver's side manual lumbar. Radio: AM/FM Stereo/Single-CD/MP3 Player w/auxiliary audio input jack and 5 speakers. SYNC Communications &amp; Entertainment System Includes voice-activated with 911 Assist and AppLink (includes 1 USB port; compass feature will display in instrumentation center). SiriusXM Satellite Radio Includes a 6-month prepaid subscription. <sup>1</sup></i>	\$3,195.00 <sup>1</sup>
90L <sup>1</sup>	Power windows/door locks <i>Power Equipment Group <sup>1</sup></i>	\$910.00 <sup>1</sup>
525 <sup>1</sup>	Speed control/tilt steering wheel <i>Steering Wheel-Mounted Cruise Control (LPO) <sup>1</sup></i>	\$230.00 <sup>1</sup>
585 <sup>1</sup>	AM/FM radio with single CD <i>AM/FM Stereo/Single - CD/MP3 (LPO) <sup>1</sup></i>	\$270.00 <sup>1</sup>
	Sliding rear window	NA
AS <sup>1</sup>	40/20/40 seat in vinyl	Std <sup>1</sup>
1S <sup>1</sup>	40/20/40 seat in cloth <i>Includes center armrest, cupholder, storage and driver's side manual lumbar <sup>1</sup></i>	\$95.00 <sup>1</sup>
	Side air bags	Std
3K <sup>1</sup>	Third key	\$20.00 <sup>1</sup>
X4G <sup>1</sup>	Extended cab	\$2,280.00 <sup>1</sup>
W4G <sup>1</sup>	Crew cab model	\$3,140.00 <sup>1</sup>
	Cutaway cab	NA
18B <sup>1</sup>	Cab steps <i>Platform Running Boards <sup>1</sup></i>	\$315.00 <sup>1</sup>
LHSL <sup>1</sup>	Left-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed	\$555.00 <sup>1</sup>
LHRHSL <sup>1</sup>	Left & right-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed	\$1,120.00 <sup>1</sup>
VVSS <sup>1</sup>	Vent visors - stick-on style <i>Depending on availability, may be replaced by flange style. Additional \$125 for Crew Cab <sup>1</sup></i>	\$130.00 <sup>1</sup>
VVFS <sup>1</sup>	Rainshields - flange style <i>Depending on availability, may be replaced by stick on style. Additional \$125 for Crew Cab <sup>1</sup></i>	\$130.00 <sup>1</sup>
BS <sup>1</sup>	Bug shield	\$205.00 <sup>1</sup>
WGG <sup>1</sup>	Wrap-around grille guard <i>Recommend 67H - Heavy service front suspension <sup>1</sup></i>	\$1,350.00 <sup>1</sup>
SL <sup>1</sup>	Spray-in liner (Rhino, Line-X or approved equivalent) <i>Cargo area and compartment tops of 9' utility body <sup>1</sup></i>	\$1,250.00 <sup>1</sup>

<b>VEHICLE:</b>	F-450 (F4G)			
<b>DEALER:</b>	Palmetto Ford	Palmetto Ford	Palmetto Ford	Palmetto Ford
<b>ZONE:</b>	★ Western	★ Northern	★ Central	★ Southern
<b>BASE PRICE:</b>	\$33,800.00	\$33,800.00	\$33,800.00	\$33,800.00

THB <sup>1</sup>	All terrain tread tires on rear <i>225/70Rx19.5G BSW Includes 4 traction tires on the rear and 2 all-season tires on the front. Optional spare is 225/70Rx19.5G BSW all-season. <sup>1</sup></i>	\$185.00 <sup>1</sup>
512 <sup>1</sup>	Full size spare tire & rim	\$345.00 <sup>1</sup>
	Nitrogen filled tires including spare tire	NA
62R <sup>1</sup>	PTO provision, automatic <i>Includes transmission mounted live drive and stationary mode PTO. <sup>1</sup></i>	\$275.00 <sup>1</sup>
942 <sup>1</sup>	Daytime running lights	\$40.00 <sup>1</sup>
	Immobilize daytime running lights	NA
	PTO transmission driven, manual (dealer installed)	NA
PTO <sup>1</sup>	PTO transmission driven, automatic (dealer installed)	\$1,850.00 <sup>1</sup>
4KEHC <sup>1</sup>	4,000 lb. EH Auto Crane, or approved equivalent, with crane reinforcements with manual outriggers <i>4004EH <sup>1</sup></i>	\$20,800.00 <sup>1</sup>
4KCB <sup>1</sup>	Appropriate Auto Crane body with shelf package, 12" bumper with crank outriggers, or approved equivalent <i>9' crane body for use with 4KEHC crane. Additional \$4,700 for 9' crane body for use with 5KEHC crane <sup>1</sup></i>	\$12,700.00 <sup>1</sup>
5KEHC <sup>1</sup>	5,000 lb. EH Auto Crane, or approved equivalent, with crane reinforcements with manual outriggers <i>5005EH <sup>1</sup></i>	\$24,700.00 <sup>1</sup>
1600LG <sup>1</sup>	1,500 lb. lift gate <i>1,600 lb capacity tuckaway liftgate w/ 72" x 36" steel platform <sup>1</sup></i>	\$3,395.00 <sup>1</sup>
12KW <sup>1</sup>	12,000 lb. winch with remote <i>Requires 67H - Heavy service front suspension <sup>1</sup></i>	\$2,875.00 <sup>1</sup>
	Front stabilizer bars	Std
531P <sup>1</sup>	Trailer towing package, to include heavy duty flashers, wiring for trailer plug (7 prong round), and class IV frame mounted trailer hitch with 2" square removable receiver, 1" shank with 2" ball. May be dealer installed.	\$440.00 <sup>1</sup>
2YD <sup>1</sup>	2-3 yd. dump wth manual ground control tarp (requires 60" CA) <i>9' 2-3 cubic yard dump with 12" sides. Add \$650 for 16" sides and 3-4 cubic yard capacity. Requires 62R - PTO provision <sup>1</sup></i>	\$12,800.00 <sup>1</sup>
3YD <sup>1</sup>	2-3 yd. dump wth manual ground control tarp (requires 84" CA) <i>11' 2-3 cubic yard dump with 12" sides. Add \$650 for 16" sides and 3-4 cubic yard capacity. Requires 62R - PTO provision <sup>1</sup></i>	\$13,900.00 <sup>1</sup>
12FSB <sup>1</sup>	12 ft. flat stake body with 40" sides all around (requires 84" CA) <i>removable sides <sup>1</sup></i>	\$9,100.00 <sup>1</sup>
16FSB <sup>1</sup>	16 ft. flat stake body with 40" sides all around (requires 120" CA) <i>removable sides <sup>1</sup></i>	\$10,200.00 <sup>1</sup>
16CD <sup>1</sup>	16 ft. contractors dump with manual ground control tarp, 14" sides (requires 120" CA) <i>Requires 62R - PTO provision <sup>1</sup></i>	\$16,700.00 <sup>1</sup>
84CA <sup>1</sup>	84" cab to axle	\$165.00 <sup>1</sup>
120CA <sup>1</sup>	120" cab to axle	\$520.00 <sup>1</sup>

<b>VEHICLE:</b>	F-450 (F4G)			
<b>DEALER:</b>	Palmetto Ford	Palmetto Ford	Palmetto Ford	Palmetto Ford
<b>ZONE:</b>	★ Western	★ Northern	★ Central	★ Southern
<b>BASE PRICE:</b>	\$33,800.00	\$33,800.00	\$33,800.00	\$33,800.00

11UB <sup>1</sup>	11 ft. utility (requires 84" CA) <i>Add \$900 for lighted compartments, \$665 for master locking system, \$1,880 for flip top, \$5,800 for medium height canopy roof</i> <sup>1</sup>	\$12,300.00 <sup>1</sup>
9SBW <sup>1</sup>	Manufacturer's certified factory standard wide service body for dual rear wheels to include appropriate mirrors - specify. May be dealer installed. (NOTE: If you are ordering a service body, we are advising you to contact your awarded vendor.) <i>Add \$900 for lighted compartments, \$665 for master locking system, \$1,880 for flip top, \$5,800 for medium height canopy roof</i> <sup>1</sup>	\$10,900.00 <sup>1</sup>
14DF <sup>1</sup>	Manufacturer's certified factory 14' dry freight wide body with pine floor for dual rear wheels to include appropriate mirrors. (Requires 111" CA). May be dealer installed. (NOTE: If you are ordering a service body, we are advising you to contact your awarded vendor.) <i>Inc. hardwood floor, roll up rear door and ICC bumper. Requires minimum. Requires 108CA - 108" cab to axle</i> <sup>1</sup>	\$11,300.00 <sup>1</sup>
16DF <sup>1</sup>	Manufacturer's certified factory 16' dry freight wide body with pine floor for dual rear wheels to include appropriate mirrors. (Requires 129" CA). May be dealer installed. (NOTE: If you are ordering a service body, we are advising you to contact your awarded vendor.) <i>Inc. hardwood floor, roll up rear door and ICC bumper. Requires 120CA - 120" cab to axle</i> <sup>1</sup>	\$12,100.00 <sup>1</sup>
	Manufacturer's certified factory 20' dry freight wide body with pine floor for dual rear wheels to include appropriate mirrors. (Requires 129" CA). May be dealer installed. (NOTE: If you are ordering a service body, we are advising you to contact your awarded vendor.)	NA
KMT1 <sup>1</sup>	Optional body - specify <i>11' crane body with torq-isolator crane support system. Exclusive 12 stage K-coat protection, (6) recessed cargo tie-downs in floor - 6,000# capacity, LED stop/tail/turn lights and backup lights. 21" work surface bumper with thru compartment, vise plate &amp; 2" receiver tube. Hydraulics: PTO, hydraulic pump for crane, hydraulic reservoir with guard. Master Locking System, Cab Protector, (4) halogen work lights installed, hydraulic out/hydraulic outriggers and 97db audible alarm included. 44" high side packs and 60" high right front vertical comp with 3-pt t-handles. 7 drawer unit 1st vertical compartment, Gas bottle retainer, vented top &amp; bottom. Requires 84CA - 84" cab to axle.</i> <sup>1</sup>	\$37,000.00 <sup>1</sup>
KMT2 <sup>1</sup>	Optional body - specify <i>11' crane body with torq-isolator crane support system. Exclusive 12 stage K-coat protection, (6) recessed cargo tie-downs in floor - 6,000# capacity, LED stop/tail/turn lights and backup lights. 24" work surface bumper with thru compartment, vise plate &amp; pintle mount plate (pintle not included). PTO, hydraulic pump for crane, hydraulic reservoir with guard. Master Locking System, Cab Protector, (4) halogen work lights installed, hydraulic out/hydraulic outriggers and 97db audible alarm included. 60" high side packs with 3-pt T-handles. 7 drawer unit gas bottle retainer vented top &amp; bottom. Requires 84CA - 84" cab to axle.</i> <sup>1</sup>	\$40,200.00 <sup>1</sup>
SLT21-12 <sup>1</sup>	Optional body - specify <i>Stamm scissor lift working platform w/21' working height, 12' traversing for working on signs or traffic signals, includes 12' flatbed. Requires 62R - PTO provision and 67H - Heavy service front suspension. Options - Jib and Winch add \$11,400</i> <sup>1</sup>	\$74,500.00 <sup>1</sup>
SLT29 <sup>1</sup>	Optional body - specify <i>Stamm scissor lift traversing w/29' working height platform and 108" utility body. Requires 62R PTO provision and 67H - Heavy service front suspension. Add \$2,800 for 132" utility body which would require 84CA - 84" cab to axle</i> <sup>1</sup>	\$75,000.00 <sup>1</sup>
NLBR <sup>1</sup>	Optional body - specify <i>Non listed body requests will be offered at a discount from MSRP</i> <sup>1</sup>	Incl. <sup>1</sup>
	Powder coating for utility body	NA
CS <sup>1</sup>	Cab shield headache rack (protects back of cab) <i>Body selection will create back of cab protection</i> <sup>1</sup>	Incl. <sup>1</sup>
	Pipe rack w/expanded metal basket over cab (for pickup bed)	NA
PR <sup>1</sup>	Pipe rack w/expanded metal basket over cab (for utility body)	\$2,395.00 <sup>1</sup>
SLR <sup>1</sup>	Single ladder rack side mounted (specify street or curbside)	\$2,175.00 <sup>1</sup>

<b>VEHICLE:</b>	F-450 (F4G)			
<b>DEALER:</b>	Palmetto Ford	Palmetto Ford	Palmetto Ford	Palmetto Ford
<b>ZONE:</b>	★ Western	★ Northern	★ Central	★ Southern
<b>BASE PRICE:</b>	\$33,800.00	\$33,800.00	\$33,800.00	\$33,800.00

76C <sup>1</sup>	Backup alarm - Factory Installed	\$135.00 <sup>1</sup>
BUA <sup>1</sup>	Backup alarm - Dealer Installed	\$135.00 <sup>1</sup>
872 <sup>1</sup>	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - Factory Installed <i>Rear View Camera &amp; Prep Kit - Screen is in rearview mirror and may be smaller than 3.5" - Upfitters kit includes camera with mounting bracket, 14" jumper wire and camera mounting and aiming instructions.</i> <sup>1</sup>	\$410.00 <sup>1</sup>
BUC <sup>1</sup>	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - Dealer Installed <i>Minimum 3.5" screen</i> <sup>1</sup>	\$665.00 <sup>1</sup>
108CA <sup>1</sup>	Optional equipment - specify <i>108" cab to axle</i> <sup>1</sup>	\$342.00 <sup>1</sup>
96V <sup>1</sup>	Optional equipment - specify <i>96V XL Value Package Includes: 4.2" Center-Stack Screen, Radio: AM/FM Stereo/Single-CD/MP3 Player Includes auxiliary audio input jack and 4 speakers, Chrome Front Bumper, Steering Wheel-Mounted Cruise Control</i> <sup>1</sup>	\$715.00 <sup>1</sup>
67H <sup>1</sup>	Optional equipment - specify <i>67H Heavy-Service Front Suspension Package Includes pre-selected heavy-service front springs</i> <sup>1</sup>	\$120.00 <sup>1</sup>
63A <sup>1</sup>	Optional equipment - specify <i>Utility Lighting System Includes LED side-mirror spotlights</i> <sup>1</sup>	\$155.00 <sup>1</sup>
43B-924 <sup>1</sup>	Optional equipment - specify <i>Fixed Rear-Window w/Defrost and Privacy Glass</i> <sup>1</sup>	\$85.00 <sup>1</sup>
43C <sup>1</sup>	Optional equipment - specify <i>110V/400W Outlet</i> <sup>1</sup>	\$70.00 <sup>1</sup>
76S <sup>1</sup>	Optional equipment - specify <i>Remote Start System. Requires 90L - Power Equipment Group</i> <sup>1</sup>	\$190.00 <sup>1</sup>
91S <sup>1</sup>	Optional equipment - specify <i>Amber LED Warning Strobes (Pre-Installed) Custom accessory. Includes center high-mounted stop light bar and 2 hood mounted lights</i> <sup>1</sup>	\$650.00 <sup>1</sup>
16LB <sup>1</sup>	Optional equipment - specify <i>16' landscape body w/equipment rack and 12' platform + 4' dovetail</i> <sup>1</sup>	\$10,800.00 <sup>1</sup>
LABOR <sup>1</sup>	Optional equipment - specify <i>hourly labor rate</i> <sup>1</sup>	\$165.00 <sup>1</sup>
NLER <sup>1</sup>	Optional equipment - specify <i>Non listed equipment requests will be offered at a discount from MSRP.</i> <sup>1</sup>	Incl. <sup>1</sup>
	Optional equipment - specify	NA
	Optional equipment - specify	NA
	Optional equipment - specify	NA
TEMPT <sup>1</sup>	Temporary tag	\$25.00 <sup>1</sup>
TRANT <sup>1</sup>	Transfer existing registration (must provide tag number) <i>Does not include renewal. This is high estimate and difference of actual cost will be refunded to agency</i> <sup>1</sup>	\$350.00 <sup>1</sup>
NEWT <sup>1</sup>	New state tag (specify state, county, city, sheriff, etc.) <i>This is high estimate and difference of actual cost will be refunded to agency</i> <sup>1</sup>	\$475.00 <sup>1</sup>

<b>VEHICLE:</b>	F-450 (F4G)			
<b>DEALER:</b>	Palmetto Ford	Palmetto Ford	Palmetto Ford	Palmetto Ford
<b>ZONE:</b>	★ Western	★ Northern	★ Central	★ Southern
<b>BASE PRICE:</b>	\$33,800.00	\$33,800.00	\$33,800.00	\$33,800.00

D4Y125K <sup>1</sup>	Maintenance Plan - specify <i>Ford 4 year / 125,000 mile plan. Inc. 13 service visits / 10,000 mile intervals. Add \$1,445 for 25 service visits at 5,000 mile intervals</i> <sup>1</sup>	\$3,415.00 <sup>1</sup>
D5Y125K <sup>1</sup>	Maintenance Plan - specify <i>Ford 5 year / 125,000 mile plan. Inc. 13 service visits / 10,000 mile intervals. Add \$1,445 for 25 service visits at 5,000 mile intervals</i> <sup>1</sup>	\$3,470.00 <sup>1</sup>
D6Y125K <sup>1</sup>	Maintenance Plan - specify <i>Ford 6 year / 125,000 mile plan. Inc. 13 service visits / 10,000 mile intervals. Add \$1,445 for 25 service visits at 5,000 mile intervals</i> <sup>1</sup>	\$3,530.00 <sup>1</sup>
G5Y125PC <sup>1</sup>	Warranty - specify <i>GAS ENGINE - Ford PowertrainCARE ESP w/zero deductible - 5 year / 125,000 mile / 5,000 hour. Additional \$750 for tow truck applications</i> <sup>1</sup>	\$2,985.00 <sup>1</sup>
G5Y125BC <sup>1</sup>	Warranty - specify <i>GAS ENGINE - Ford BaseCARE ESP w/zero deductible - 5 year / 125,000 mile / 5,000 hour. Additional \$750 for tow truck applications</i> <sup>1</sup>	\$3,450.00 <sup>1</sup>
G5Y125EC <sup>1</sup>	Warranty - specify <i>GAS ENGINE - Ford ExtraCARE ESP w/zero deductible - 5 year / 125,000 mile / 5,000 hour. Additional \$750 for tow truck applications</i> <sup>1</sup>	\$3,950.00 <sup>1</sup>
D6Y150PC <sup>1</sup>	Diesel Warranty - specify <i>DIESEL ENGINE - Ford PowertrainCARE w/zero deductible - 6 year / 150,000 mile / 6,000 hours. Additional \$750 for tow truck applications</i> <sup>1</sup>	\$4,180.00 <sup>1</sup>
D6Y150BC <sup>1</sup>	Diesel Warranty - specify <i>DIESEL ENGINE - Ford BaseCARE w/zero deductible - 6 year / 150,000 mile / 6,000 hours. Additional \$750 for tow truck applications</i> <sup>1</sup>	\$4,605.00 <sup>1</sup>
D6Y150EC <sup>1</sup>	Diesel Warranty - specify <i>DIESEL ENGINE - Ford ExtraCARE w/zero deductible - 6 year / 150,000 mile / 6,000 hours. Additional \$750 for tow truck applications</i> <sup>1</sup>	\$5,330.00 <sup>1</sup>



## QUOTE

321-952-3425 EXT 6325

Customer ID : COPB

[illegible]

Make all checks payable to REED NISSAN CLERMONT

THANK YOU FOR YOUR BUSINESS!



**DUVAL**  
**State Employee**  
**Contract Pricing**

State Employees, as well as County and City Employees and their immediate families, can now get their new Ford car, truck or SUV at **COST** using State Employee Contract Pricing.

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**www.duvalford.com**

**CITY OF PALM BAY**

<b>Prepared for:</b>		<b>Contract Holder</b>	<b>DATE:</b>
CITY OF PALM BAY HERB JONES  <a href="mailto:Herb.Jones@palmabayflorida.org">Herb.Jones@palmabayflorida.org</a>		Duval Ford Fleet Sales Bambi Darr (Work) 904-381-6596 (Fax) 904-387-6816 <a href="mailto:Bambi.Darr@duvalfleet.com">Bambi.Darr@duvalfleet.com</a> 1616 Cassat Ave. Jax, FL 32210 CENTRAL	4/10/17
<b>PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL</b>			
<p><i>I appreciate your interest and the opportunity to quote. Prices are published by the Florida Sheriff's Association/ Florida Association of Counties &amp; Florida Fire Chiefs' Association Automotive Contract #FSA16-VEL14.0 chassis / FSA16-VEL24.0. (www.flsheriffs.org) If you have any questions regarding this quote please call! Vehicle will be ordered white exterior unless specified on purchase order.</i></p>			
<b>Labor</b>	<b>Code</b>	<b>Equipment</b>	<b>Price</b>
0	SPEC 36	2017 TRANSIT CONNECT CARGO MINI VAN - FWD (S6E)	\$ 19,374.00
0	100A	BASE TRIM PACKAGE	NC
0	55A	FIXED REAR GLASS	NC
0	59C	FIXED 2ND ROW GLASS	NC
0	STD	KEYLESS ENTRY	NC
0	D59C	DELETE SID GLASS	\$ (20.00)
0	87R	ADDITIONAL KEYS- (2) KEYS AND FOBS	\$ 64.00
0	58U	BACKUP CAMERA WITH 3.5" LCD	\$ 574.00
0			
0	Z2	EXTERIOR: FROZEN WHITE	NC
0	EK	INTERIOR: PEWTER VINYL	STD
	VENDOR COMMENTS	PLEASE CLEARLY NOTATE ON YOUR PURCHASE ORDER WHERE DUVAL FORD IS TO SHIP YOUR VEHICLE, HOW THE VEHICLE IS TO BE TITLED, AND WHERE THE INVOICE IS TO BE MAILED.	
<b>UNIT COST</b>			<b>\$ 19,992.00</b>
<b>TOTAL QUANTITY</b>		<b>1</b>	<b>TOTAL PURCHASE \$ 19,992.00</b>



# ALAN JAY FLEET SALES

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PHONE (800) ALANJAY (252-6529)		DIRECT	WWW.ALANJAY.COM	Quote <b>10039-2</b>
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 904-838-4999	Mailing Address P.O. BOX 9200 Sebring, FL 33871-9200	
		FAX 863-402-4221		

ORIGINAL QUOTE DATE  
2/21/2017

## QUICK QUOTE SHEET

REVISED QUOTE DATE  
2/21/2017

REQUESTING AGENCY	PALM BAY, CITY OF			
CONTACT PERSON	HERB JONES	EMAIL	<a href="mailto:herb.jones@palmbayflorida.org">herb.jones@palmbayflorida.org</a>	
PHONE	321-952-3425 Ext. 6325	MOBILE	FAX 321-722-2317	

### FLORIDA SHERIFF'S ASSOCIATION BID #'s FSA16-VEH14.0 & FSA16-VEL24.0 [www.flsheriffs.org](http://www.flsheriffs.org)

MODEL	31117	SPECIFICATION #	45
	2017 NISSAN FRONTIER KC	PAGE #	720
CUSTOMER ID		BASE DISTRICT PRICE	\$17,022.00

BED LENGTH 6'

\*\* All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

#### FACTORY OPTIONS

#### DESCRIPTION

QAK W	EXTERIOR COLOR GLACIER WHITE W/ STEEL CLOTH INTERIOR	\$0.00
-------	--	--------

FACTORY OPTIONS \$0.00

#### CONTRACT OPTIONS

#### DESCRIPTION

3BLS	3rd Brake Light Safety Pulse (Pulses 3rd Brake Light (4) times upon application of brake pedal to increase driver awareness behind you when stopping)	\$229.00
EWD	EXTENDED WARRANTY DECLINED	\$0.00
3K	PROGRAMMED THIRD KEY	\$149.00
NO TEMP	TEMPORARY TAG NOT REQUESTED (CUSTOMER WILL HANDLE THEIR OWN TAG WORK)	\$0.00

CONTRACT OPTIONS \$378.00

TRADE IN TOTAL COST \$17,400.00

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~ \$0.00

TOTAL COST LESS TRADE IN(S) QTY 1 \$17,400.00

Estimated Monthly payments for 60 months paid in advance: \$319.38

Municipal finance for any essential use vehicle, requires lender approval, WAC.

#### Comments

VEHICLE QUOTED BY CHRISTY SELF GOVERNMENT ACCOUNT MANAGER [christy.self@AlanJay.com](mailto:christy.self@AlanJay.com)

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.

# Palmetto Ford Truck Sales, Inc.

7245 NW 36 Street Miami, Florida 33166  
305-470-1334 / 305-470-1344 fax / 305-972-7133 cell  
croders@palmettotruck.com

## FLORIDA SHERIFFS ASSOCIATION PRICE SHEET

**Bid / Contract #:** FSA16-VEH14.0

Purchaser: CITY OF PALM BAY

Address: 1050 MALABAR RD SW

City: PALM BAY, FL. 32907

Date: 05/08/17

Phone: 321-952-3425

HERB JONES

[herb.jones@palmbayflorida.org](mailto:herb.jones@palmbayflorida.org)

Base Model:	SPEC 7 - 2017 F450 REGULAR CAB 4X2 (F4G)	Price:	<b>\$33,800.00</b>
Inc.	AM/FM RADIO, AIR CONDITIONING		
Exterior Color:	WHITE		
Interior Color and Covering:	GREY / VINYL		
Delivery Info:	ESTIMATED AT 125 DAYS FROM RECEIPT OF ORDER		

Option #	650A - XL TRIM PACKAGE	Price:	\$0.00
Option #	99T - 6.7L V8 POWERSTROKE DIESEL ENGINE	Price:	\$0.00
Option #	44W - 6-SPEED TORQSHIFT AUTOMATIC TRANSMISSION	Price:	\$0.00
Option #	64Z - 19.5" STEEL WHEELS	Price:	\$0.00
Option #	X4N - LIMITED SLIP REAR AXLE	Price:	\$355.00
Option #	90L - POWER EQUIPMENT GROUP	Price:	\$910.00
Option #	3K - THIRD KEY	Price:	\$20.00
Option #	18B - CAB STEPS	Price:	\$315.00
Option #	SL - SPRAY LINER ON FLATBED FLOOR AND REAR OF BULKHEAD	Price:	\$1,250.00
Option #	4KEHC - STELLAR EC4000 4,000 LB. CAPACITY CRANE WITH	Price:	\$20,800.00
Option #	MANUAL OUTRIGGERS	Price:	\$0.00
Option #	512 - FULL SIZE SPARE TIRE AND WHEEL, INC. JACK AND WRENCH	Price:	\$345.00
Option #	SL - SPRAY LINER ON FLOOR AND REAR BULKHEAD	Price:	\$1,250.00
Option #	531P - TRAILER TOW PACKAGE WITH RECEIVER AND 2" BALL	Price:	\$440.00
Option #	12FSB - 12' FLATBED WITH 40" REMOVABLE STAKE SIDES	Price:	\$9,100.00
Option #	84CA - 84" CAB TO AXLE	Price:	\$165.00
Option #	<b>NLBR - NON-LISTED BODY REQUEST</b>	Price:	\$0.00
Option #	FLATBED REINFORCEMENTS FOR CRANE APPLICATION	Price:	\$1,653.00
Option #	76C - FACTORY BACK UP ALARM	Price:	\$135.00
Option #		Price:	\$0.00
Option #		Price:	\$0.00

**Total Price of Base Unit and all Selected Options: \$70,538.00**



## Warranty - Selected Equipment & Specs

### Warranty

#### *Basic*

Distance ..... 36000 miles      Months ..... 36 months

#### *Powertrain*

Distance ..... 60000 miles      Months ..... 60 months

#### *Corrosion Perforation*

Distance ..... Unlimited miles      Months ..... 60 months

#### *Roadside Assistance*

Distance ..... 60000 miles      Months ..... 60 months

#### *Diesel Engine*


Distance ..... 100000 miles      Months ..... 60 months

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



## LEGISLATIVE MEMORANDUM

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

**FROM:** Gregg Lynk, City Manager 

**DATE:** May 18, 2017

**RE:** Purchase North Regional Lime Softening Water Treatment Plant Lime Slaker

The City of Palm Bay Utilities Department is requesting approval for the purchase of an Integrity Municipal Systems (formerly Wallace and Tiernan) Lime Slaker. The North Regional Water Treatment Plant (NRWTP) uses quicklime as part of the water treatment process to produce potable water. The quicklime must be converted into a slurry; a lime slaker performs this conversion. Currently the Utilities has two (2) Wallace and Tiernan lime slakers in place. One of the slakers has failed and it would not be cost effective to repair. The other slaker is in poor condition, if this lime slaker fails we will not be able to produce sufficient potable water for the City; therefore time is of the essence.

The Utilities is requesting to purchase one (1) Integrity Municipal Systems Lime Slaker to maintain standardization in equipment. The new Lime Slacker will need to work in tandem with the 2<sup>nd</sup> system which will not be replaced until fiscal year 2017-18. This standardization reduces time required for preventative maintenance and repairs. This reduces equipment down time and the improved maintenance schedule contributes to extending the life of the equipment along with cost savings on repairs. Installation of the lime slaker will be done in-house.

The purchase of this lime slaker is an expedited procurement in order to continue to reliably supply potable water service and restore redundancy in potable water treatment operations. Two (2) full days of technical representative support is included to assist in the in-house effort for installation.

### **REQUESTING DEPARTMENTS:**

Utilities Department, Procurement Department, Finance Department

### **FISCAL IMPACT:**

Total project award will be \$148,000. Funding is available in Utilities renewal and replacement account 424-8022-533-6221, Project 17WS14.

### **RECOMMENDATION:**

Motion to approve purchase of one (1) Lime Slaker for the North Regional Water Treatment Plant, from Integrity Municipal Systems, located in Poway, CA; local authorized Manufacturer Representative is Water Treatment and Controls Company located in Pensacola, FL.

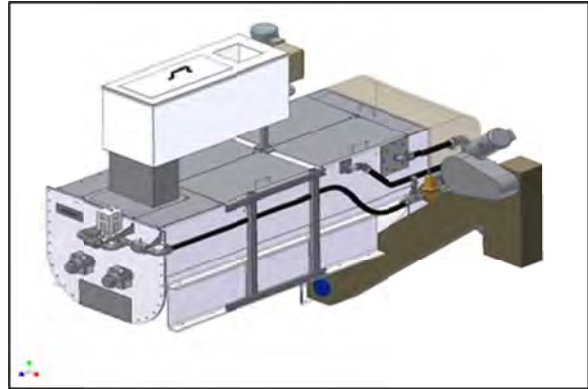
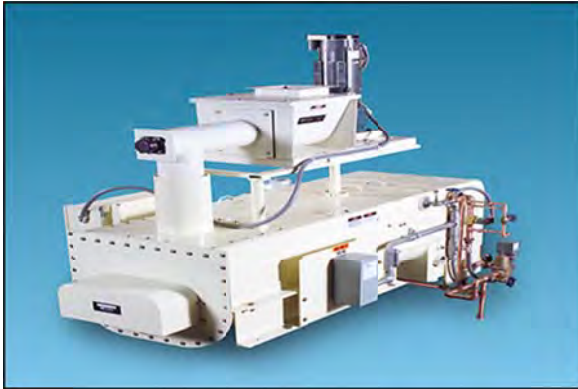
Attachments:      1)      Quotation from Integrity Municipal Services  
                             2)      Manufacturer Letter of Representation

EF/cb



## **COST PROPOSAL**

### **LIME SLAKING SYSTEM FOR CITY OF PALM BAY, FL**



IMS File No.: D17-005

Prepared on: May 8, 2017

#### **SALES REPRESENTATIVE**

Jessica Stevens

Water Treatment & Controls Company

9900A N. Palafox St.

Pensacola, FL 32534-1227

Tel: (850) 474-1805

Fax: (850) 474-1776

Email: [jstevens@watertc.com](mailto:jstevens@watertc.com)



## **TABLE OF CONTENTS**

Cover Letter

Equipment Selection Sheet

Section 1: Commercial Proposal and Order

Section 2: General Arrangement Selection, Drawings, and Brochures

**IMPORTANT NOTICE:** All the information in this Proposal is confidential and has been prepared for Buyer's use solely in considering the purchase of the Equipment described. Transmission of all or any part of this Proposal to others or use by Buyer for other purposes is unauthorized without Seller's advance written consent.



May 8, 2017

Bickram Ramjit  
The City of Palm Bay Utilities Department  
1103 Troutman Boulevard NE  
Palm Bay, FL 32905

RE: City of Palm Bay, FL  
Lime Slaking System

Dear Bickram,

Thank you for your interest in Integrity Municipal Systems, LLC (IMS).

Per the request of our representative, Ms. Jessica Stevens at Water Treatment & Controls Company, we have prepared this cost proposal for providing one (1) Lime Slaking System for City of Palm Bay, FL. Our proposal is based on the following design criteria:

Design Criteria

Quicklime Feed Rate	1000 PPH
Slaker Maximum Capacity	1000 PPH
Maximum Output Lime Slurry Concentration	18%

Our lime slaking system is a packaged system. It consists of a lime feeder, lime slaker, grit remover, piping, valves, instrumentation and controls to make a complete and functional system.

The IMS A-758 Lime Slaker System incorporates many features and advantages, including:

- Economical, consistent and reliable on-site slaking
- Proven track record with 40 years of experience
- Easy to install
- Tested at the factory
- Robust construction
- Superior paste slaking process (2:1 water to lime ratio)
- Faster slaking (5 minutes)
- More reactive lime slurry
- Compact size
- External heat source not required
- Saves water, heat and power
- Completely automatic system
- Flexible configurations
- Flexible controls

We have attached our commercial proposal in Section 1 and equipment drawings and brochures in Section 2.





We look forward to working with you on this project. If we can be of any further assistance, please do not hesitate to contact our sales representative, Jessica Stevens at Water Treatment & Controls Company, or me at (858) 218-3753.

Thank you.

Sincerely,

Khaled Roueiheb  
Director of Sales

Cc: Jessica Stevens; Water Treatment & Controls Company  
Chip Ross; Water Treatment & Controls Company



## **EQUIPMENT SELECTION SHEET**

### **FEEDER ACCESSORIES**

☐ Inlet Rotary Valve      ☐ Rotary Valve Adapter      ☒ Inlet Flexible Connector

### **FEEDER**

☐ Volumetric Screw (32-300SP)      ☒ Volumetric Belt (32-215)      ☐ Gravimetric Belt (31-165)

#### ***Feeder Material of Construction***

☒ Carbon Steel      ☐ 304SS      ☐ 316SS  
☐ Unpainted      ☒ Painted

### **SLAKER MAXIMUM CAPACITY**

☐ 500 lb/hr      ☒ 1,000 lb/hr      ☐ 2,000 lb/hr      ☐ 4,000 lb/hr      ☐ 8,000 lb/hr

#### ***Slaker Material of Construction***

☐ Carbon Steel      ☒ 304SS      ☐ 316SS  
☒ Unpainted      ☐ Painted

### **GRIT REMOVER**

☒ Conveyor      ☐ Screen      ☐ Screen w/ Booster Pump

#### ***Grit Remover Material of Construction***

☐ Carbon Steel      ☒ 304SS      ☐ 316SS  
☒ Unpainted      ☐ Painted

### **WATER SUPPLY OPTIONS**

**Water Valve:**      ☒ Mechanical      ☐ Electronic  
**Water Piping Selection:**      ☒ Slaker-Mounted Piping      ☐ Water Panel  
**Water Piping Material:**      ☒ Copper      ☐ PVC  
**Water Panel Location (If Applicable):**      ☐ Unit-Mounted      ☐ Local Freestanding      ☐ Remote

### **POWER SUPPLY**

☒ 480V/3ph/60Hz      ☐ 230V/3ph/60Hz      ☐ 120V/1ph/60Hz      ☐ 230V/1ph/60Hz

### **CONTROL PANEL**

☐ Mounted on Slaker      ☒ Remote-Mounted  
☒ Relay Logic Based      ☐ PLC Based



## **SECTION 1**

### **COMMERCIAL PROPOSAL**

**Proposal D17-005**

**Date: May 8, 2017**

### **ORDER**

***The undersigned authorized representative of the below named purchaser ("Buyer") hereby orders the Equipment described in the accompanying Seller's Documentation on the terms and conditions specified therein.***

**Buyer:** \_\_\_\_\_

**Signed by:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Print Title:** \_\_\_\_\_

***All orders are subject to prior acceptance by Integrity Municipal Systems, LLC at its offices in Poway, CA.***



## **SCOPE OF WORK BY INTEGRITY MUNICIPAL SYSTEMS, LLC ("SELLER")**

The following equipment and services are included in Seller's scope of work. All equipment will be manufactured in accordance with Seller's standard equipment specifications and installed in a non-hazardous area. Please see attached equipment general arrangement drawing for illustration and reference.

<b><u>No.</u></b>	<b><u>Item Description</u></b>	<b><u>Qty.</u></b>
1.	<b>Inlet Flexible Connection, Canvas</b>	1
2.	<b>Series 32-215 Volumetric Belt Feeder – 1000 PPH Capacity</b> , including: <ul style="list-style-type: none"><li>a) Painted Carbon Steel Housing Construction</li><li>b) 1/2 HP AC Motor – 230/460V, 3 ph, 60 Hz, Tachometer</li><li>c) VFD Drive (In Control Panel)</li><li>d) Broken Belt Detector, Flood Switch</li><li>e) Feeder Support Posts and Discharge Connection</li></ul>	1
3.	<b>Series A-758 Lime Paste Slaker, 1000 PPH Capacity</b> , including: <ul style="list-style-type: none"><li>a) Unpainted 304SS Trough</li><li>b) 1/2 HP Paddle Shaft Motor – 230/460V, 3 ph, 60 Hz</li><li>c) Mechanical Torque Operated Water Valve</li><li>d) Vapor &amp; Dust Arrestor</li><li>e) Copper Water Supply Piping (IMS Standard)</li><li>f) Water Pressure Reducing Valve, Water Strainer, Pressure Gauge, Water Low Pressure Switch</li><li>g) Solenoid Valve for Auto Batching</li><li>h) Slaker delivers up to 18% Lime Slurry Concentration</li><li>i) Unit is shipped pre-Wired/pre-Piped, Assembled and Tested at the Factory</li></ul>	1
4.	<b>Conveyor Type Grit Remover for 1000 PPH Capacity</b> , including: <ul style="list-style-type: none"><li>a) Unpainted 304SS Housing Construction</li><li>b) 1/4 HP Grit Remover Motor – 230/460V, 3 ph, 60 Hz, TENV &amp; Gearbox</li><li>c) Grit Remover Attachments, Grit Remover Rotameter, Parts and Piping for 18% Lime Slurry Concentration</li><li>d) Grit Remover Support</li></ul>	1
5.	<b>Standard Control Panel for Slaker, Grit Remover &amp; Feeder</b> , including: <ul style="list-style-type: none"><li>a) NEMA 4X Enclosure - 304SS (Remote-Mounted)</li><li>b) Relay Logic Controls, Auto-Batching</li><li>c) Feed-Rate Control &amp; Readout Meter, Switches, Lights, Disconnect Switch</li><li>d) Control Circuit Transformer for 480V, 3 ph, 60 Hz, Power Input</li><li>e) 4-20 mA Control of Feeder</li><li>f) Conduit and Parts for Grit Remover, Junction Box, Feeder</li><li>g) Audible Alarm Mounted To Control Panel</li></ul>	1



6.	<b>Junction Box for Remote Mounting of Control Panel - 304SS</b>	1
7.	<b>Manufacturer's Services for Installation Inspection, System Start-Up and Operator Training (1 Trip for up to 3 Days at the Jobsite)</b>	Included
8.	<b>Design Submittal and Operation and Maintenance Manuals</b>	Included
9.	<b>F.O.B Factory with Full Freight Allowed to Jobsite, Palm Bay, FL</b>	Included

<b>EQUIPMENT PRICE [ITEMS 1-9]</b>	<b>\$145,000</b>
------------------------------------	------------------

<b>ADDER #1A</b>	<b>Pre-Assembled PVC Water Panel in lieu of Slaker-Mounted Water Piping (Remote-Mounted)</b>	<b>\$850</b>
<b>ADDER #1B</b>	<b>Pre-Assembled Copper Water Panel in lieu of Slaker-Mounted Water Piping (Remote-Mounted)</b>	<b>\$1,400</b>
<b>ADDER #2</b>	<b>Unpainted 304SS Material of Construction for 32-215 Volumetric Belt Feeder in lieu of Painted Carbon Steel</b>	<b>\$7,000</b>

#### **SCOPE OF WORK BY BUYER**

1. Equipment unloading and installation
2. All civil works and concrete pad for equipment including anchor bolts supply
3. Electrical power to slaker control panel (480V/3ph/60Hz)
4. All overflow drain piping from slaker to plant drain
5. Remote installation of control panel and interconnecting wiring from remote-mounted control panel to junction box, etc.
6. All electrical conduit, wiring, electrical material, etc. from control panel to plant SCADA, etc.
7. Process signal and wiring from process for feeder operation
8. Quicklime supply equipment to feeder inlet
9. Vent piping from vapor & dust arrestor connection onwards (3")
10. Lime slurry discharge piping from slaker connection to process (2")
11. Remote installation of water panel and interconnecting piping from remote-mounted water panel to slaker (If Adder #1A/#1B Selected)
12. 1-1/2" water supply piping to water connection- **18gpm at 75 psi**
13. Room ventilation, air conditioning, or lighting
14. Any items not explicitly listed under Integrity Municipal Systems, LLC's scope of work

#### **SHIPPING INFORMATION**

Estimated Shipping Weight: 2,400 lbs.



### **FIELD SERVICES**

Should additional services be required for work beyond Seller's Scope of Work, Buyer may purchase such services from Seller at a standard rate of \$1,500 per eight (8) hour day, plus expenses.

### **WARRANTY TERM**

The Warranty Period is one (1) year from Equipment acceptance or 18 months from shipment, whichever occurs first, and is subject to the Standard Terms of Sale included with this Proposal.

### **TAXES**

Seller's Proposal does not include any sales, use, federal, state, local, excise, or other similar taxes or duties unless expressly stated in this quotation. All applicable taxes shall be paid by Buyer. Upon acceptance of an order by Seller, Buyer shall provide a resale certificate or tax exemption certificate, whichever is applicable, to Seller.

### **PAYMENT TERMS**

Subject to prior credit approval, the terms of payment are:

20% upon submittal approval, Net 30 days

75% upon equipment shipment (or offer to ship), Net 30 days

5% upon beneficial occupancy, or 120 days from shipment, whichever occurs first

### **PROPOSAL VALIDITY**

Seller's Cost Proposal dated May 8, 2017 is valid until December 29, 2017. The stated price is predicated on shipment no later than December 28, 2018. In the event Buyer desires to extend the delivery date or the Warranty Period beyond the time period set forth in this Proposal, Seller can offer extended terms for an additional charge which will be provided upon request

### **SCHEDULE**

As part of any binding Agreement that results from this proposal, Seller and Buyer shall mutually agree upon a production and delivery schedule (not to exceed the outside delivery date stated above). Our normal lead time for this type of equipment is:

Design Submittal: 4-6 weeks after receipt of a fully executed purchase order

Equipment Shipment: 12 weeks after seller's written receipt of submittal approval and release for fabrication.

### **TERMS & CONDITIONS**

NOTE 1: Seller's Standard Terms of Sale, attached to this Proposal and incorporated herein by this reference, will apply to any order resulting from this Proposal and are factored into the purchase price set forth in this Proposal.



#### STANDARD TERMS OF SALE

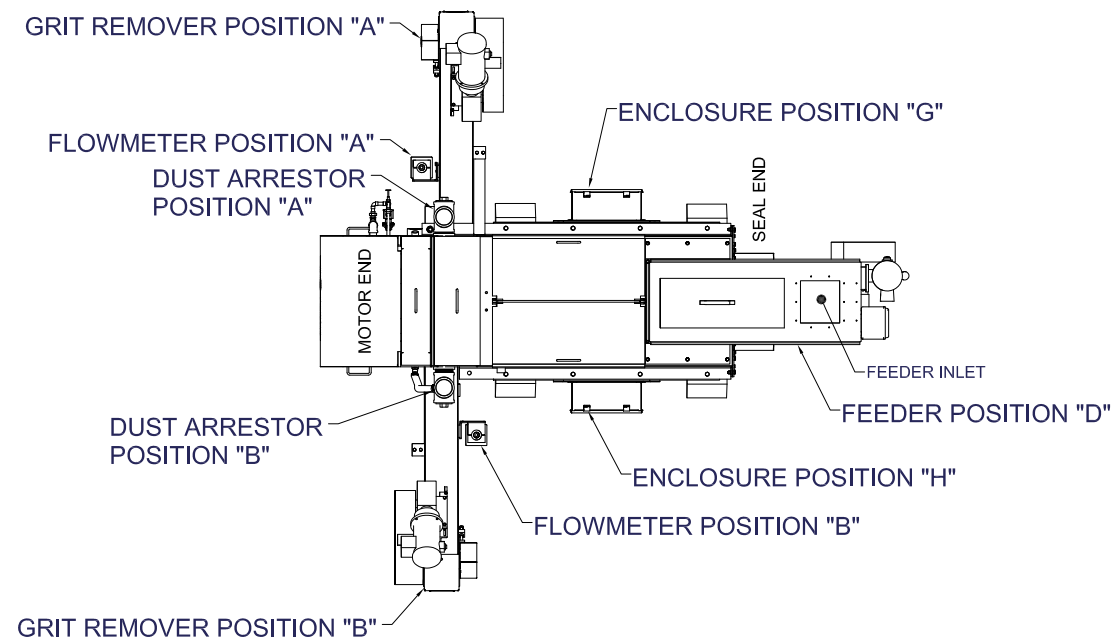
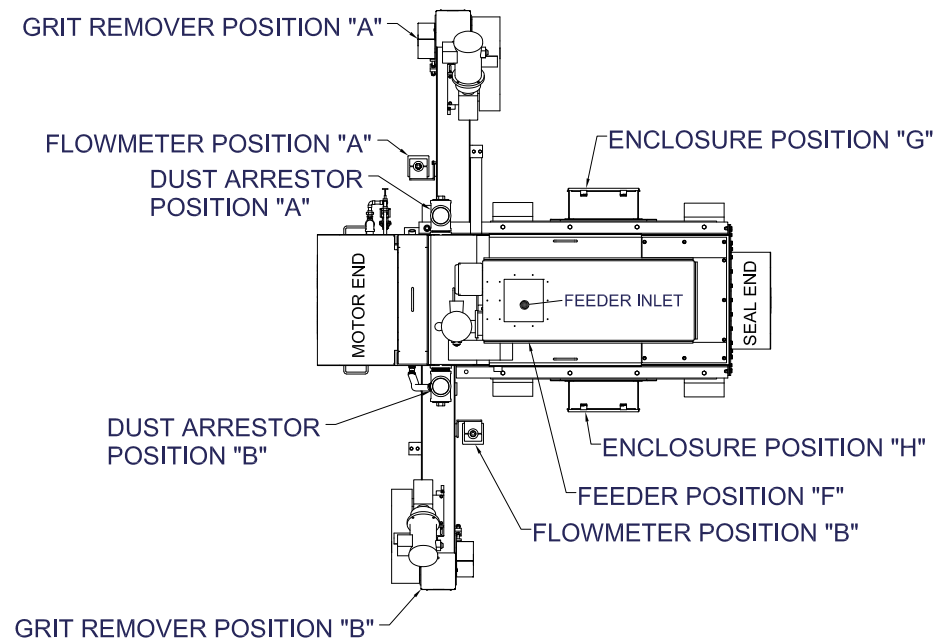
1. Applicable Terms. These terms govern the purchase and sale of the equipment and related services, if any (collectively, "Equipment"), referred to in Seller's quotation, proposal or acknowledgment, as the case may be ("Seller's Documentation"). These terms together with Seller's Documentation comprise the complete and exclusive agreement between the parties (the "Agreement"). The Agreement may only be modified by a written instrument signed by authorized representatives of both parties. Any additional, different or conflicting terms contained in Buyer's request for proposal, specifications, purchase order or in any other written or oral communication from Buyer are hereby rejected by Seller and shall not be binding in any way on Seller.
2. Price and Payment. Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation provides otherwise, freight, storage, insurance and all taxes, duties or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such charges, the amount so paid shall become immediately due and payable to Seller by Buyer. Unless otherwise stated in Seller's Documentation, all payments are due within 30 days after receipt of invoice. Buyer shall be charged 1½% interest per month on all amounts not received by the due date and shall pay all of Seller's costs (including attorneys' fees) of collecting amounts due but unpaid. If Buyer fails to make any payment when due, Seller may, without advance notice, terminate this order without liability; or condition such order on such modifications to the terms of payment as Seller, in its discretion, deems appropriate. In such case, Seller may also, in its discretion, withhold further manufacture or shipment; require immediate cash payments for past and future shipments; or require other security satisfactory to Seller before further manufacture or shipment is made.
3. Delivery. Delivery of the Equipment shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are F.O.B. Seller's facility. Risk of loss shall transfer to the Buyer upon tender of goods to Buyer, Buyer's representative, or common carrier. Claims for damage, shortage or errors in shipping must be reported within two business days following delivery to Buyer. Buyer shall have one business day from the date Seller completes start-up of the Equipment to inspect such Equipment for defects and nonconformance which are not due to damage, shortage or errors in shipping, and notify Seller, in writing, of any defects, nonconformance or rejection of such Equipment. After such one business day period, Buyer shall be deemed to have irrevocably accepted the Equipment, if not previously accepted. After such acceptance, Buyer shall have no right to reject the Equipment for any reason or to revoke acceptance.
4. Ownership of Materials. All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely in connection with Buyer's use of the Equipment. Buyer shall not disclose any such material to third parties without Seller's prior written consent.
5. Changes. Seller shall not implement any changes in the scope of work described in Seller's Documentation unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes necessitated by a change in applicable law occurring after the effective date of the Agreement.
6. Warranty. Seller warrants to Buyer that during the period that ends 18 months from delivery or one year from acceptance, whichever occurs first (the "Warranty Period"), the Equipment shall materially conform to the specifications set forth in Seller's Documentation and shall be free from defects in material and workmanship. If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the Equipment or any non-conforming parts thereof. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller's then customary charges for any repair or replacement made by Seller. The warranty on repaired or replaced Equipment or parts is limited to the remainder of the Warranty Period. The foregoing warranty shall not apply to any Equipment or part thereof (x) that is (a) not operated and maintained in accordance with Seller's instructions, (b) damaged as a result of any unauthorized repairs or alterations, (c) damaged by chemical action or abrasive material, misuse, (d) damaged by improper installation (unless installed by Seller), and (e) specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller; and (y) if Buyer is in default of any payment obligation to Seller under this Agreement. Seller's warranty does not cover any adsorbing media or other consumables used in the Equipment, regardless of whether such media or consumables were supplied by Seller. THE WARRANTIES SET FORTH IN THIS SECTION ARE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO SECTION 9 BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE. The warranty set forth herein, subject to any limitations set forth elsewhere in Seller's Documentation, shall be transferable during the Warranty Period to the initial end-user of the Product.
7. Force Majeure. Neither Seller nor Buyer shall have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond such party's reasonable control.
8. Cancellation. If Buyer cancels or suspends its order for any reason other than Seller's breach, Buyer shall promptly pay Seller for work performed prior to cancellation or suspension and any other direct costs incurred by Seller as a result of such cancellation or suspension.
9. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT OR PARTS SHALL NOT EXCEED TEN PERCENT (10%) OF THE PURCHASE PRICE PAID UNDER THIS AGREEMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER THEORY. THE REMEDIES SET FORTH IN THIS AGREEMENT ARE INTENDED TO CONSTITUTE A COMPLETE ALLOCATION OF THE RISKS BETWEEN THE PARTIES AND LIMITS THE REMEDIES THAT MIGHT OTHERWISE BE AVAILABLE. BECAUSE THIS AGREEMENT AND THE PRICE PAID REFLECT SUCH ALLOCATION, THE REMEDIES PROVIDED TO BUYER HEREUNDER WILL NOT HAVE FAILED OF THEIR ESSENTIAL PURPOSE EVEN IF THEY OPERATE TO BAR RECOVERY FOR CERTAIN DAMAGES THAT BUYER MAY INCUR.
10. Set-off and Backcharges. Buyer will not be entitled to set-off any amounts due Buyer against any amount due Seller from Buyer. Seller will not be responsible for any backcharges unless approved in writing in advance by an authorized representative of Seller. Any request for backcharges must be submitted by Buyer to Seller at least three business days prior to the date on which Buyer desires to assess such backcharge to enable Seller to conduct a site visit or to conduct such other investigation as it deems reasonably appropriate.
11. Export Compliance. Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Equipment provided under this Agreement, including any export license requirements. Buyer agrees that such Equipment shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations.
12. Miscellaneous. If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. If any provision of the Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions thereof will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law. Buyer may not assign or permit any other transfer of the Agreement without Seller's prior written consent. The Agreement shall be governed by the laws of the State of California without regard to its conflict of law provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed and excluded.





## **SECTION 2**

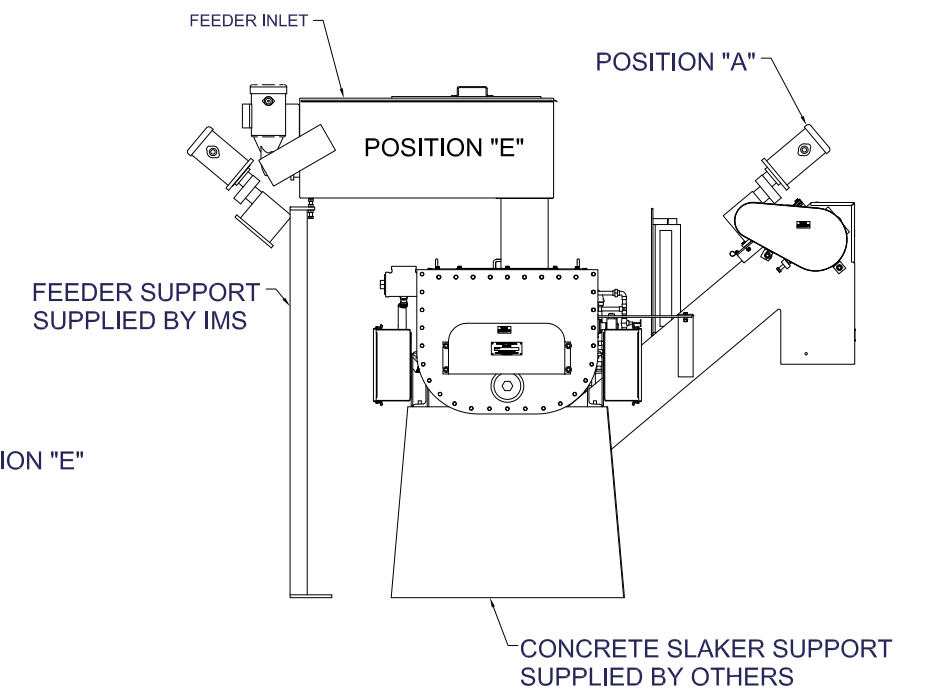
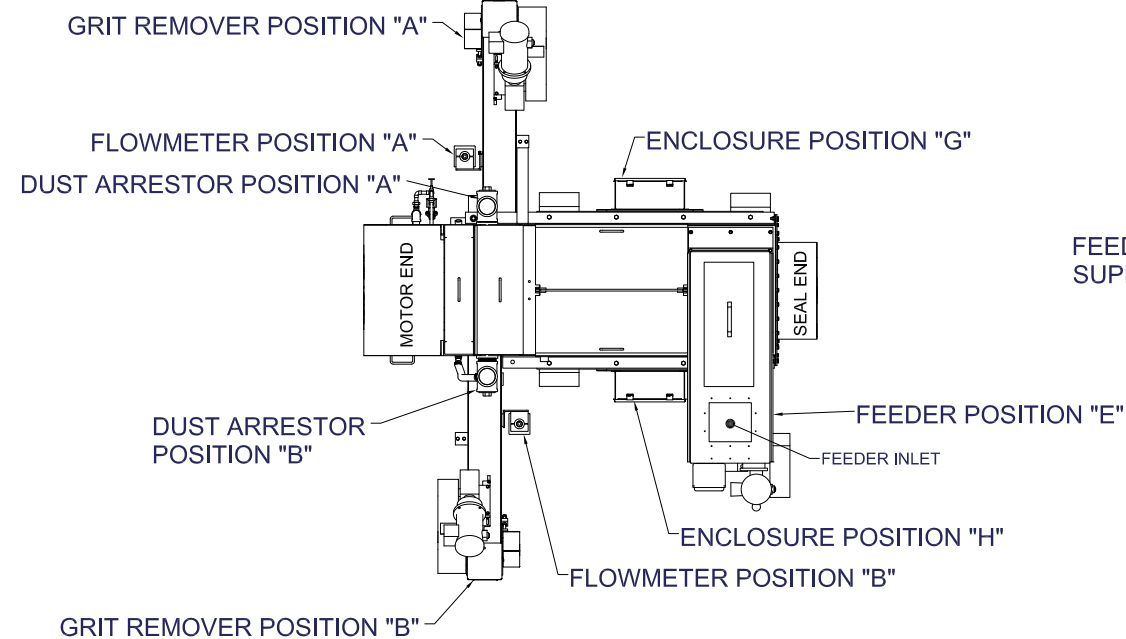
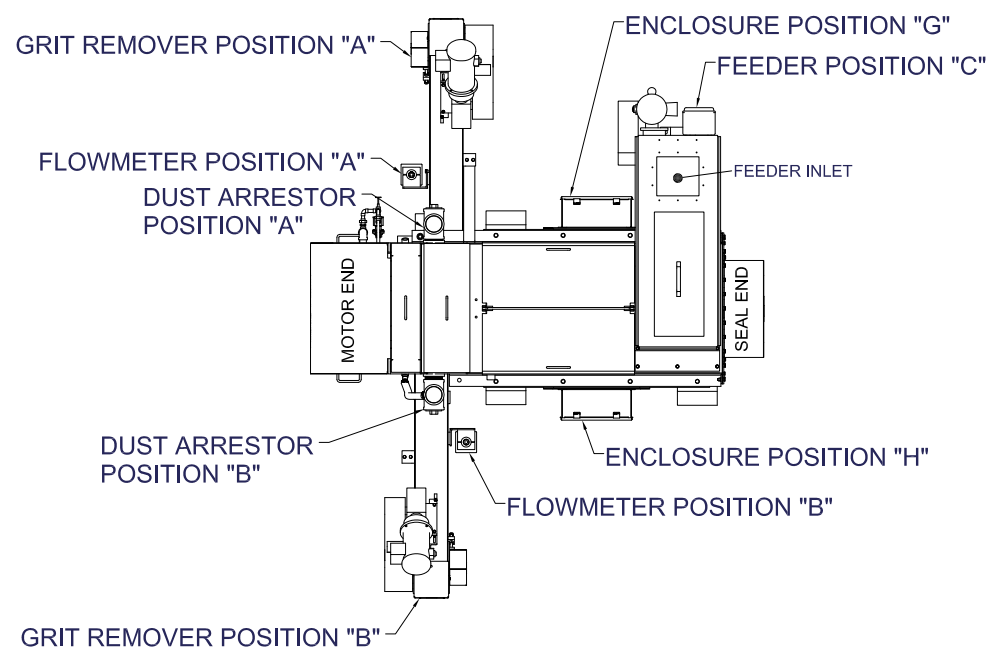
### **GENERAL ARRANGEMENT SELECTION, DRAWINGS, AND BROCHURES**

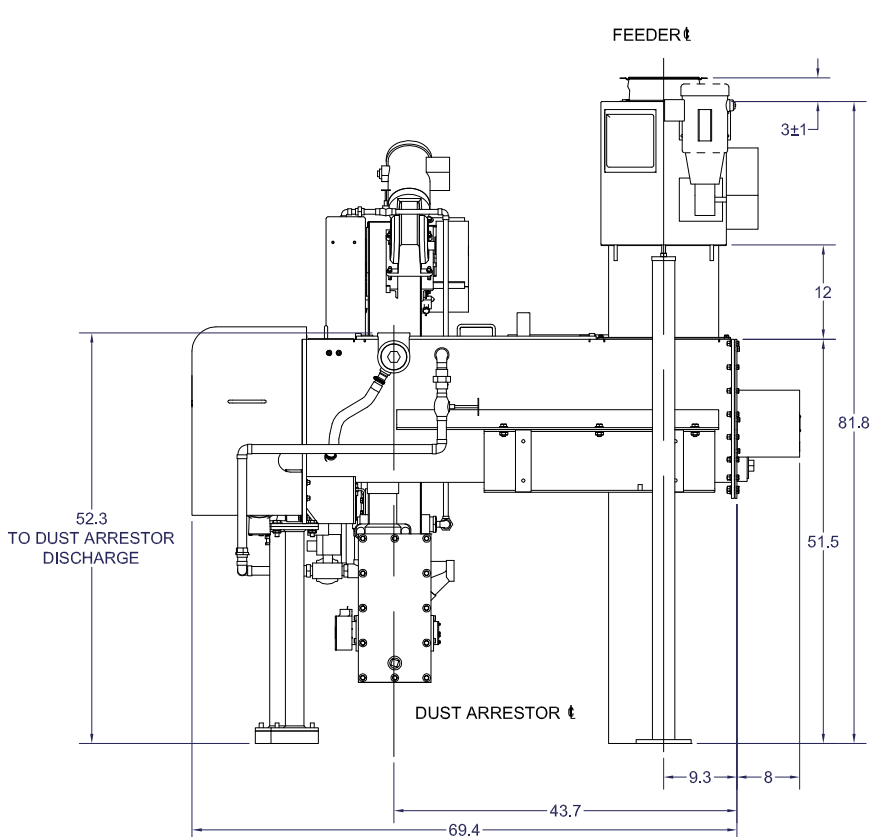
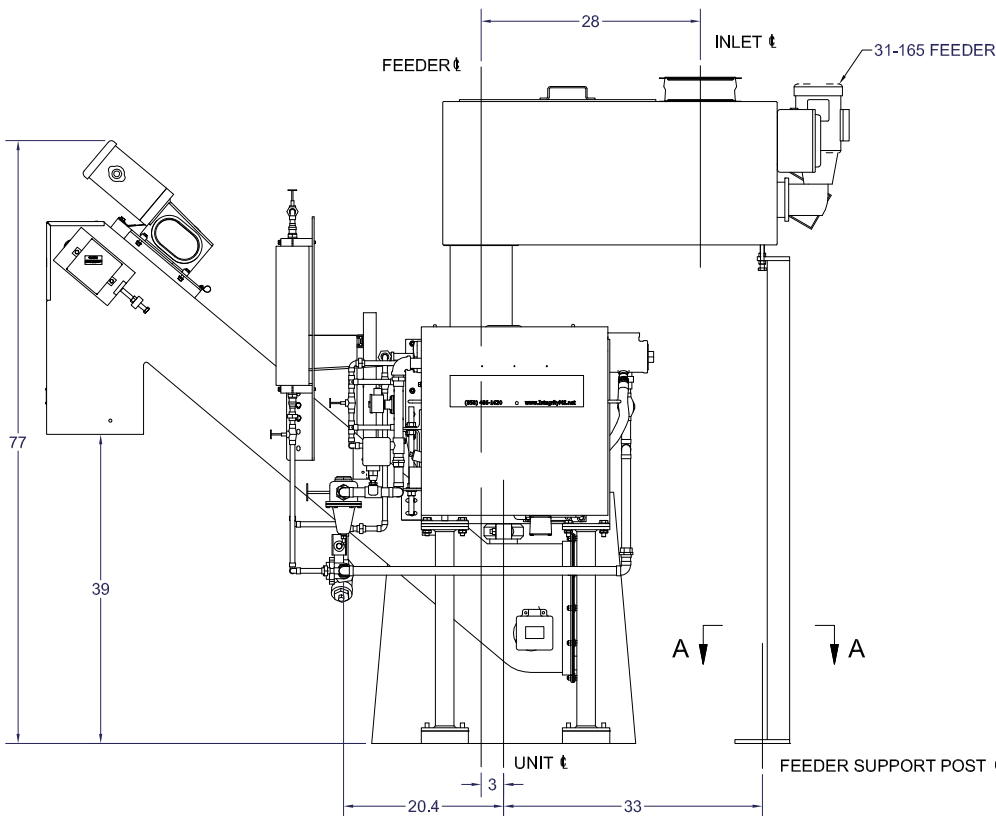
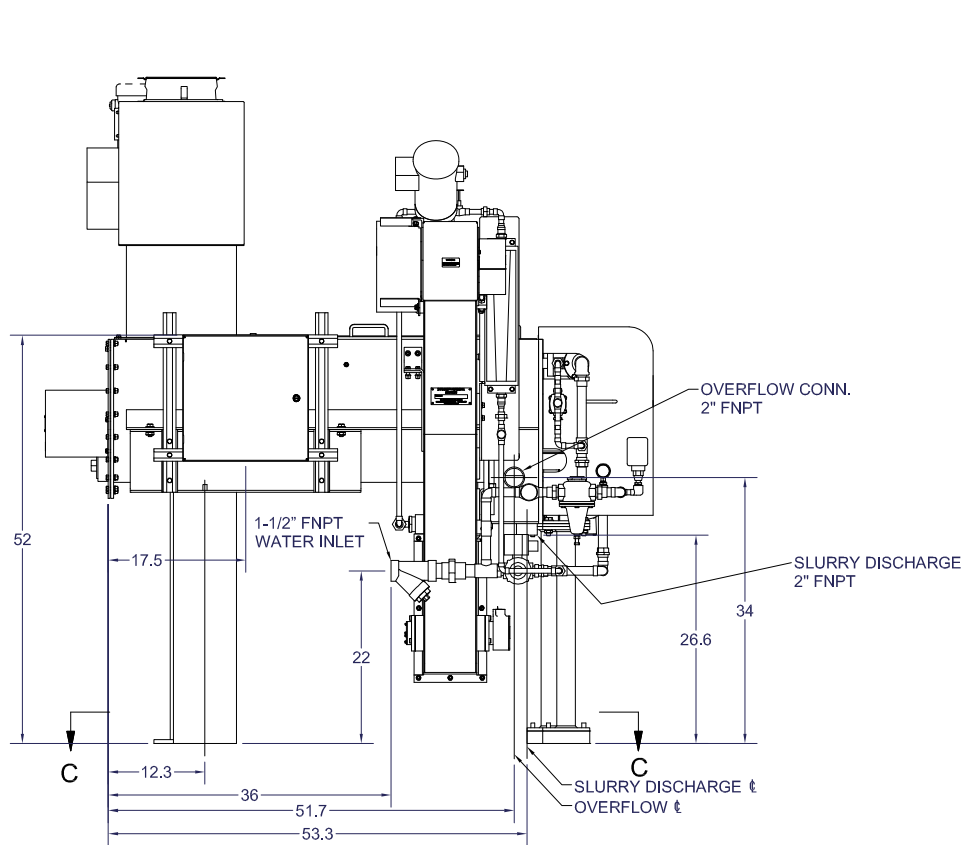
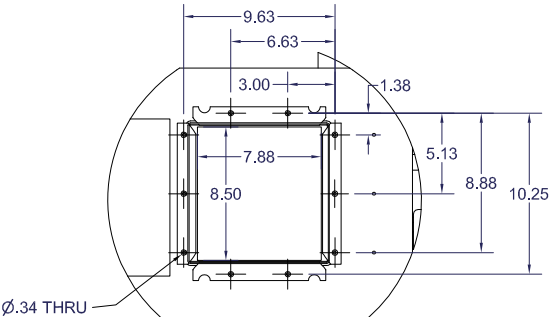
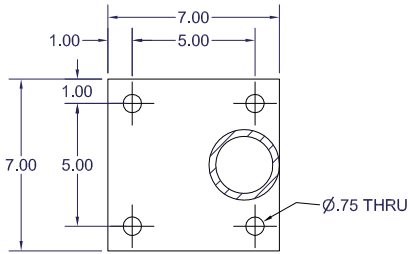
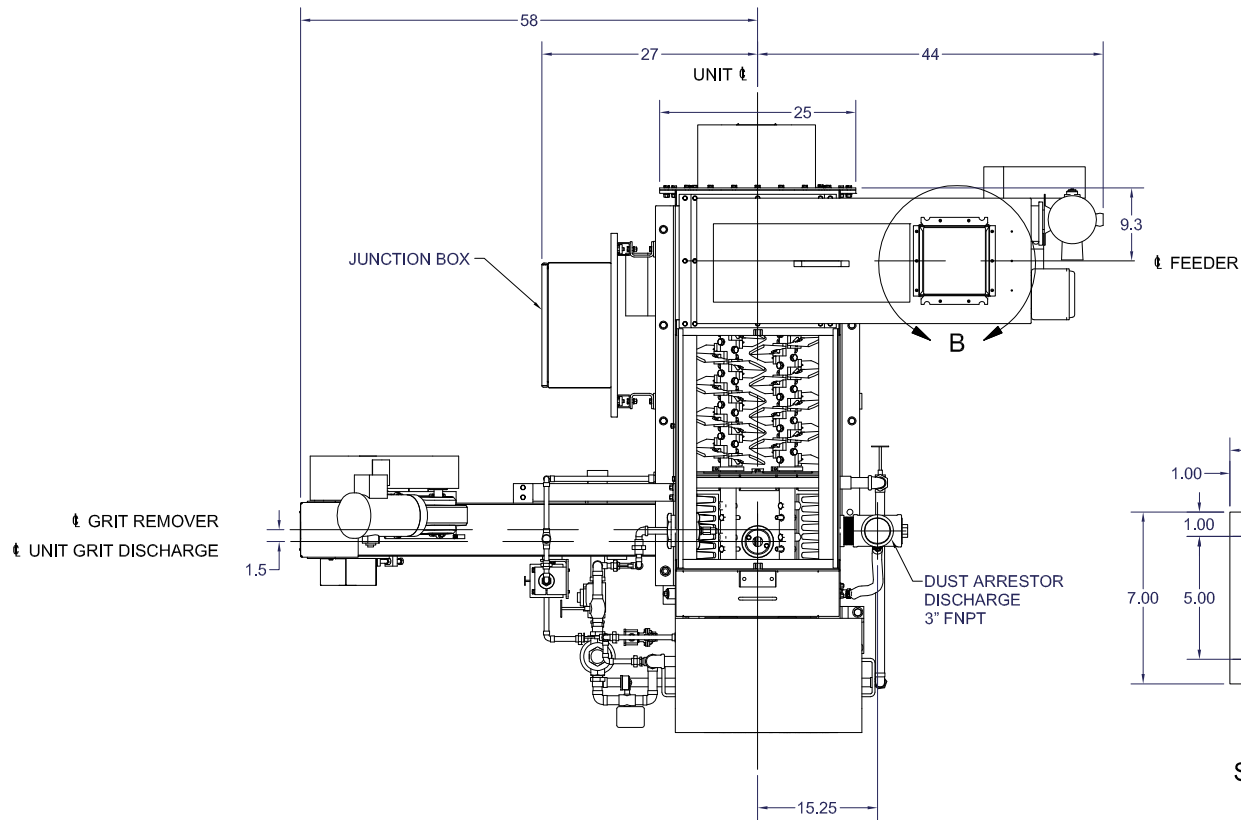
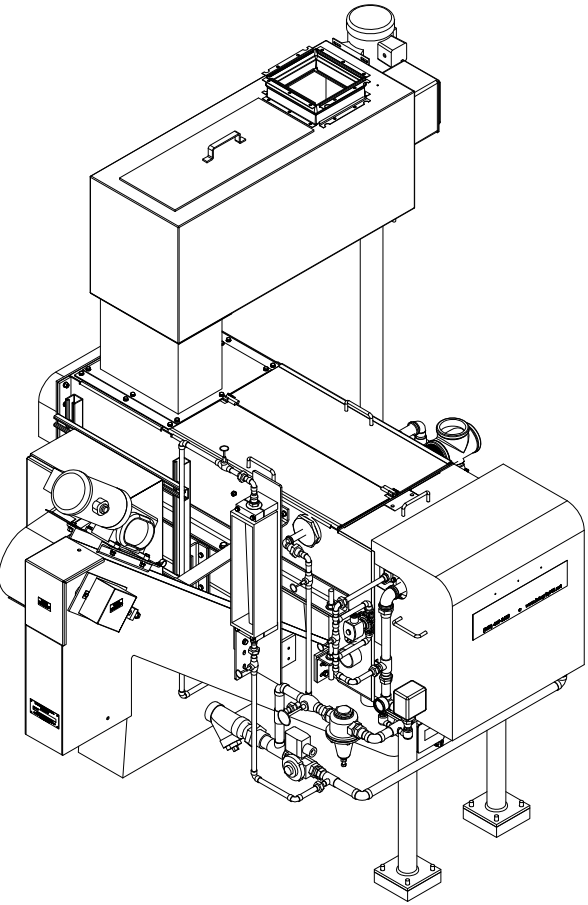


SLAKER SYSTEM COMPONENTS LOCATION GUIDELINES			
FEEDER LOCATION		C	
		D	
		E	
		F	
CONVEYOR GRIT REMOVER LOCATION	OPTION (#1)	A	
	DUST ARRESTOR	B	STANDARD
	WATER FLOW METER	A	STANDARD
CONVEYOR GRIT REMOVER LOCATION	OPTION (#2)	B	
	DUST ARRESTOR	A	STANDARD
	WATER FLOW METER	B	STANDARD
JUNCTION BOX LOCATION		G	
		H	

CUSTOMER TO SELECT:

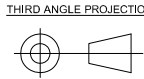
- FEEDER
- CONVEYOR GRIT REMOVER &
- JUNCTION BOX LOCATION





DRAWING TO BE USED FOR SALES PURPOSES ONLY

UNIT SHOWN CONSISTS OF:  
1000 PPH BASE SLAKER  
32-215 VOLUMETRIC BELT FEEDER  
CONVEYOR TYPE GRIT REMOVER  
JUNCTION BOX - UNIT MOUNTED



ALL WELD SYMBOL DIMENSIONS  
ARE MINIMUM.  
DIMENSIONS IN [ ] ARE  
DO NOT SCALE DRAWING

DRAWN PER ASME Y14.5M  
UNLESS OTHERWISE SPECIFIED  
ALL DIMENSIONS ARE INCHES  
AND TOLERANCES TO BE AS FOLLOWS.

FABRICATION	MACHINE
.XX +/- .06	.XXX +/- .005
.X +/- .13	.XX +/- .01
.X +/- .25	.X +/- .03
[X +/- .05]	[X +/- .05]

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2/15/13 KAL

Rev. 00

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DESIGNER	DATE
KAL	2/14/2013
CHECKER	DATE
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ENGINEER	DATE
KAL	
MANAGER	DATE
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SCALE:	NONE

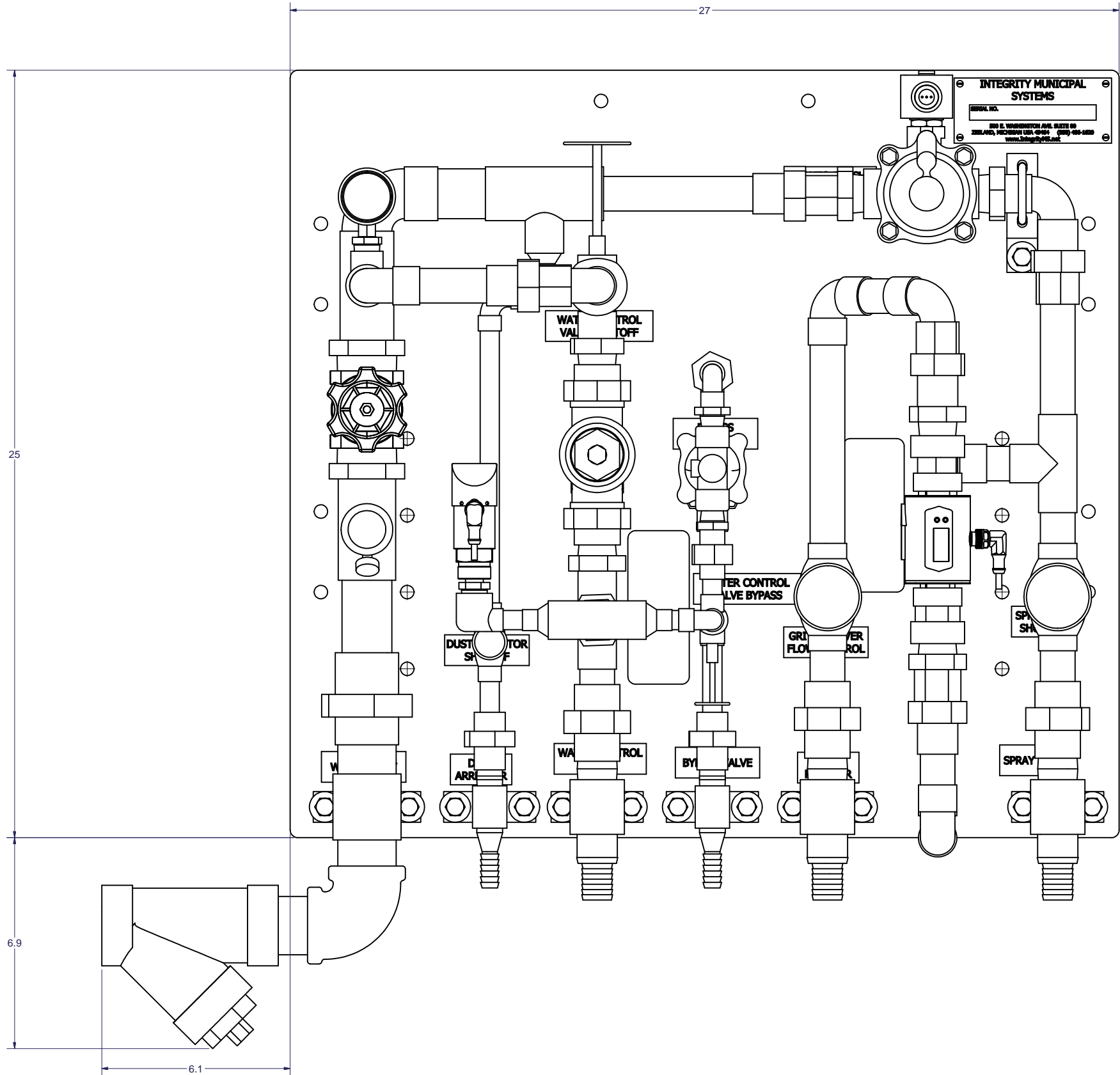
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CLIENT	
PROJECT	
CODE	-
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SHEET	1 OF 1
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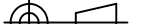

500 E. WASHINGTON AVE., SUITE 80  
ZEELAND, MI 49464, U.S.A.  
TEL: 858-218-3750

Page 13 of 28







THIRD ANGLE PROJECTION		DRAWN PER ASME Y14.5M UNLESS OTHERWISE SPECIFIED ALL DIMENSIONS ARE INCHES AND TOLERANCES TO BE AS FOLLOWS.																		COMPANY CONFIDENTIAL		DESIGNER	DATE	TITLE	SALES DRAWING WATER PANEL 1-4K A758 CU										
		FABRICATION		MACHINE																THIS DOCUMENT AND ALL INFORMATION CONTAINED HEREIN ARE THE PROPERTY OF INTEGRITY MUNICIPAL SYSTEMS AND/OR ITS AFFILIATES. THE DESIGN CONCEPTS AND INFORMATION CONTAINED HEREIN ARE PROPRIETARY TO INTEGRITY MUNICIPAL SYSTEMS AND ARE SUBMITTED IN CONFIDENCE. THEY ARE NOT TRANSFERABLE AND MUST BE USED ONLY FOR THE PURPOSE FOR WHICH THE DOCUMENT IS EXPRESSLY LOANED. THEY MUST NOT BE DISCLOSED, REPRODUCED, LOANED OR USED IN ANY OTHER MANNER WITHOUT THE EXPRESS WRITTEN CONSENT OF INTEGRITY MUNICIPAL SYSTEMS. IN NO EVENT SHALL THEY BE USED IN ANY MANNER DETRIMENTAL TO THE INTEREST OF INTEGRITY MUNICIPAL SYSTEMS. ALL PATENT RIGHTS ARE RESERVED, UPON THE DEMAND OF INTEGRITY MUNICIPAL SYSTEMS. THIS DOCUMENT, ALONG WITH ALL COPIES AND EXTRACTS, AND ALL RELATED NOTES AND ANALYSES, MUST BE RETURNED TO INTEGRITY MUNICIPAL SYSTEMS OR DESTROYED, AS INSTRUCTED BY INTEGRITY MUNICIPAL SYSTEMS. ACCEPTANCE OF THE DELIVERY OF THIS DOCUMENT CONSTITUTES AGREEMENT TO THESE TERMS AND CONDITIONS.		KAL	1/5/2016												
ALL WELD SYMBOL DIMENSIONS ARE MINIMUM. DIMENSIONS IN [mm] ARE MILLIMETERS. DO NOT SCALE DRAWING		.XX +/- .06		.XXX +/- .005																		CHECKER	DATE	CLIENT											
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		[X +/- .25]		.X +/- .03																		MANAGER	DATE		500 E. WASHINGTON AVE., SUITE 80 ZELEAND, MI 49464, USA TEL: 858-486-1620										
		< +/- .5		[X +/- .05]																		FILE:													
Company Confidential		BAR = 1" AT PLOT SCALE		REV		DESCRIPTION		DATE		DWN		CHKD		APVD		ECN		REV		DESCRIPTION		DATE		DWN		CHKD		APVD		ECN		Rev 00			
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																								F4691		F4691		F4691		F4691		Page 15 of 28		1	



## **NEW WATER PANEL DESIGN [PATENT-PENDING]**

The new water panel design provides all water piping preassembled in a water panel that can be freestanding next to the slaker or remote-mounted.

### **Features & Advantages:**

#### **1. Minimized Installation Time:**

With the water panel design, the water piping does not need to be re-assembled at the jobsite as is the case with the on-unit water supply piping, which requires disassembly for shipment to prevent damage during transit from the factory. The water panel design provides all water piping preassembled in a water panel that can be quickly installed and connected at the jobsite (One (1) water supply connection from water source and five (5) water connections from water panel to slaker [control valve, control valve bypass, spray bar, dust arrestor, and grit remover]).

#### **2. Reduction of Equipment Manufacturing Lead Time:**

The water panel can be assembled ahead of time (not at the same time as the slaker), reducing equipment lead time by up to 2-3 weeks.

#### **3. Remote Installation of Water Panel (Option):**

The water panel provides flexible installation configurations for different installation requirements and preferences. The water panel can be installed freestanding next to the slaker unit or remote-mounted.

#### **4. Ease of Maintenance:**

All parts are easily accessible on the water panel and are therefore easier to maintain.

#### **5. Ease of Connections:**

All water connections are in one area (on the water panel) - Much easier to connect.

#### **6. Improved Slaker Access:**

The removal of the water piping from the slaker and its relocation to the water panel, frees up space in front of the slaker, improving ease of slaker access, ease of maintenance, etc.

#### **7. Design Repeatability and Consistency:**

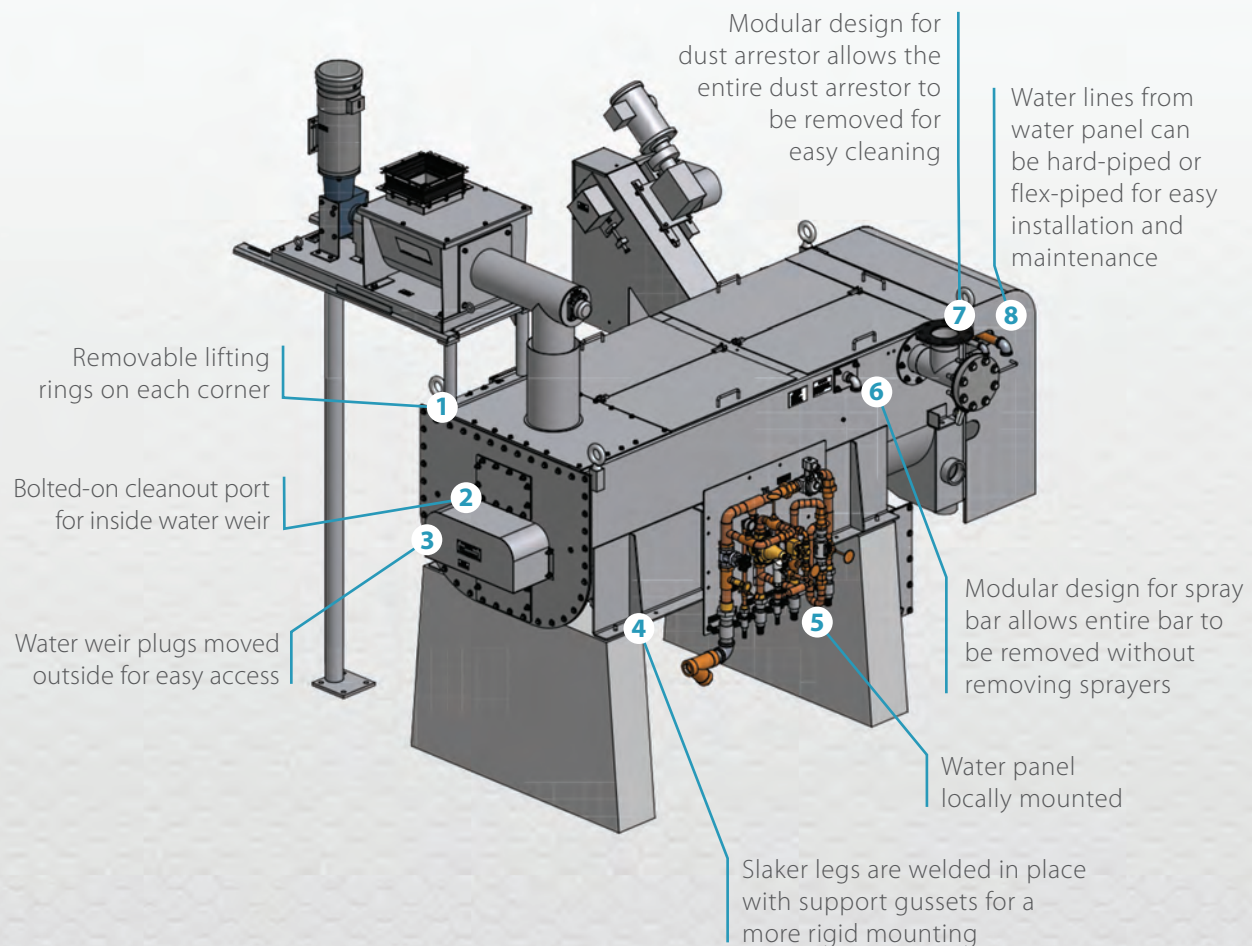
A more consistent product can be produced, which in turn results in high quality equipment.

#### **8. Decreased Likelihood of Damage:**

The water piping is less likely to be damaged during shipping and, more importantly, during operation due to the improved access for maintenance and increased space around the slaker and water panel.

INTRODUCING THE IMPROVED  
*A-758™* AND *A-758 PLUS™* LIME SLAKER:

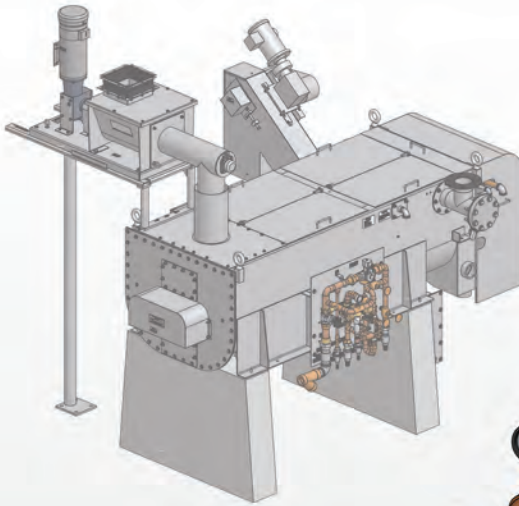
# EASIER. FASTER. INNOVATIVE.





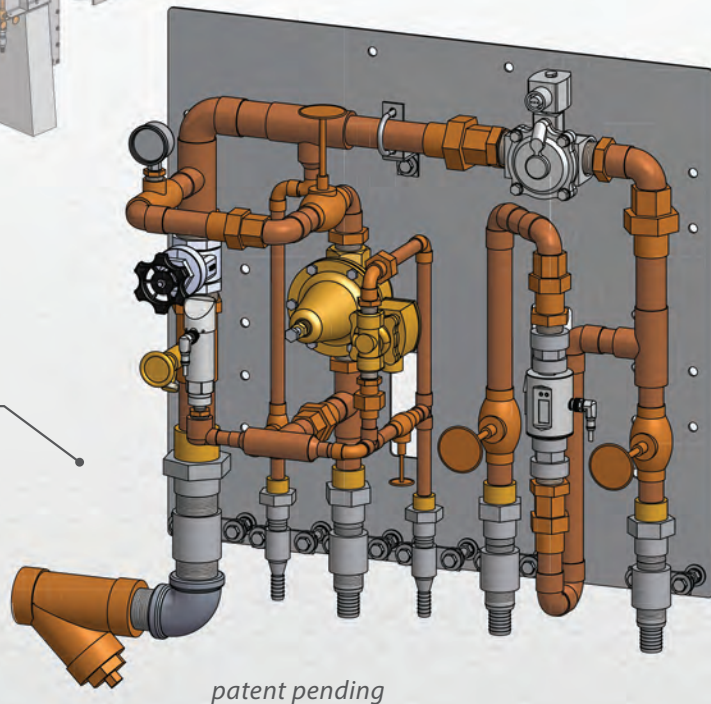
# EASIER. FASTER. INNOVATIVE.

## THE IMPROVED IMS LIME SLAKER



### PRE-ASSEMBLED WATER PANEL

- Minimizes installation time
- Reduces manufacturing lead time
- Enables remote installation of water panel
- Makes maintenance easier
- Eases connection complexity
- Enhances slaker access
- Decreases risk of damage
- PVC or copper construction



Integrity Municipal Systems  
13135 Danielson St, Suite 204 Poway, CA 92064  
[www.integrityms.net](http://www.integrityms.net) | **phone** (858) 486-1620 | **fax** (858) 486-1659

## *Building on Tradition: Integrity Municipal Systems Brings Innovation to Legendary Lime Slaking Systems*

Lime is one of the most common chemicals used in water and wastewater treatment processes, but the cost of bulk hydrated lime solutions becomes prohibitive as usage increases. On-site slaking – or hydration – is the ideal solution to keep costs manageable.

The A-758™ Lime Slaking System – introduced for sale in 1959 – has established itself as the industry baseline for continuous paste lime slaking. The system's continuous lime slaking process slakes quicklime with water to form hydrated lime. Paste slakers utilize half the water of slurry slakers, leading to higher slaking temperatures, shorter retention time, a smaller

*"The IMS slakers greatly exceeded my expectations. The quality of the equipment, coupled with IMS's knowledgeable staff, resulted in a first class project. IMS demonstrated why it is an elite organization on this project."*

Blake Pitts  
Vice President  
Matous Construction, Ltd.

equipment footprint, and – most importantly – smaller hydrate particle size for greater process chemical reactivity. The A-758™ and A-758 Plus™ systems come equipped with a conveyor or screen to remove grit after the slaking process.

Although the A-758™ and A-758 Plus™ Lime Slaking Systems are time-tested, proven products, recent enhancements have further improved the operability and effectiveness of these systems. Several features have been modularized, such as the dust arrestor and spray-bar; and select components have been redesigned to allow ease of maintenance and easier replacement of high-wear parts. IMS

also modified the water management for the system, replacing on-site, custom-constructed copper piping with a compact, pre-packaged, controlled water panel that can be placed on the unit or mounted remotely to meet the operator's space and operational requirements (see inset). The A-758™ continuous lime slaking system can also be coupled with several different quicklime feeders.



The A-758™ and A-758 Plus™ Lime Slaking Systems have long been the industry standard for on-site lime slaking. Integrity Municipal Systems has taken that standard to a higher level with new features that extend equipment life, reduce maintenance costs, and improve control and reliability. The tradition continues, with legendary design now united with the superior quality, service, and support of IMS.

### **A-758™/A-758 Plus™ Lime Slaking Systems**

**Continuous Paste Lime Slaking** – higher slurry concentrations with a lower cost and smaller footprint than batch slaking systems

**Paste Slakers** – faster slaking with a more reactive lime slurry solution than slurry slaking systems

**Ease of Maintenance** – redesigned with the operator in mind for cleaning and high-wear parts replacement

**Plug-and-Play Installation** – each system is piped, wired and tested at the factory before shipment





*Campbell's Soup Manufacturing  
Plant, Napoleon OH*



*Public Water Supply District #2,  
Defiance MO*



*Edmond, OK*



*Nebraska City WWTP, NE*



*Cote D'Ivoire*



*Fort Pierce Utilities Authority, FL*

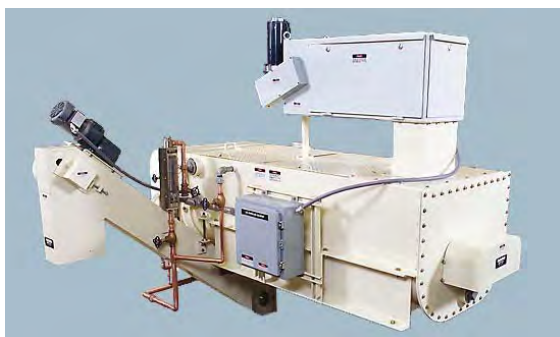


*Jackson, MI*



*Davis WTP, Austin TX*

Lime is one of the most common and economical chemicals used in the water and wastewater treatment process. The cost of commercial bulk hydrated lime or prepared lime slurry solutions, however, becomes prohibitive for installations requiring a continuous, high volume supply, typically greater than 45 kgs/hr (100 lbs/hr). To help alleviate this cost, on-site slaking or hydration is the ideal solution. The Series A-758 lime slaker provides for reliable, efficient slaking of various grades of quicklime (CaO) at a substantial savings over other slaking methods. Through the pioneering use of paste-type slaking technology, the Series A-758 lime slaker consistently produces a more reactive lime slurry requiring less energy and less operator attention. The compact size and flexible configuration make this pre-engineered system ideal for new and retrofit installations.



### KEY BENEFITS

- Saves water, heat and power
- Economical and reliable on-site slaking
- Easy to install, unit is factory pre-tested
- Choice of final slurry concentration
- Flexible controls: manual, flow proportional, and automatic start-stop

### FEATURES

#### Superior Paste-Slaking Process

Utilizing a 2:1 water-to-lime ratio, the A-758 unit slakes lime as paste which provides a number of benefits over the more traditional 4:1 water-to-lime or slurry slaking process. This includes less power, faster slaking, a smaller footprint and, most importantly, a more reactive lime slurry solution.

#### Saves Power

The 2:1 paste slaking process generates its own slaking heat from the hydration heat of reaction ( $\text{CaO} + \text{H}_2\text{O} = \text{Ca(OH)}_2 + \text{Heat (490 btu/lb)}$ ). This avoids the need and expense of an external heat source, internal heat exchangers, and temperature control systems. Additionally, slow speed agitation requires one-half the horsepower of equivalent sized slurry slakers.

#### Fast Slaking

The low water-to-lime ratio and high self-generating heat of reaction completes the slaking process in approximately five minutes. This short retention time leads to efficient start-stop or batching operation and rapid changes in lime concentration when required.

#### Compact Size

The 2:1 slaking ratio and short retention time allows for a smaller slaking compartment without bulky insulation or any need for a water jacket. The A-758 lime slaker takes about 20% less floor space than other designs.

#### More Reactive Hydrate Particles

The intense heat [ $>82^\circ\text{C}$  ( $180^\circ\text{F}$ )] generated by the 2:1 slaking ratio subjects the quicklime to steam penetration. The resulting internal pressure promotes the fracturing of the quicklime into smaller, highly reactive particles. This means more surface area for more efficient lime usage.

#### Controlled Consistency

An automatic, torque-actuated water inlet valve provides precise, continuous control of paste consistency and, therefore, the slaking process. Variations in lime quality and feed rate are quickly recognized and the optimum slaking rate is maintained, without operator intervention.

#### Integrated System Design

The pre-engineered A-758 lime slaker system is available with a broad range of capacities, capabilities and control options:

- Four different capacities from 450 to 3600 kgs/hr (1000 to 8000 lbs/hr)
- Specific gravity classification or screen-type grit removal technology
- Gravimetric or volumetric belt-type lime feeders or screw-type lime feeder
- PLC or relay logic controls with an optional automatic batching function

## DESIGN AND OPERATION

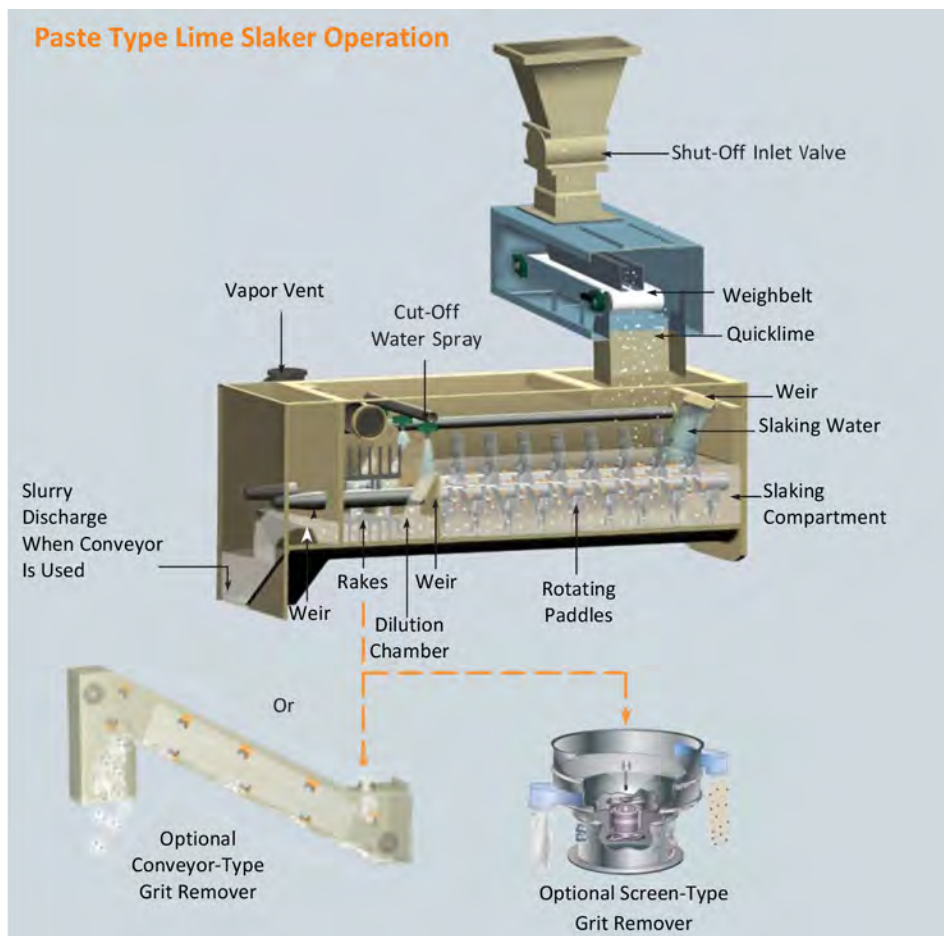
Water and quicklime (CaO) are fed into the slaker mixing compartment at an approximate 2:1 ratio. The lime is metered by either a gravimetric weighbelt feeder or a volumetric screw or belt-type feeder. Controlling the lime feedrate determines the output of the slaker system. The water flow is automatically controlled by a torque-sensitive water adjusting valve.

In the slaking compartment, two intermeshing paddle shafts, rotating in counter-clockwise directions, mix the quicklime and water into a paste-type composition, controlled by the torque valve to the 2:1 slaking ratio. Any variation in the paste consistency caused by vapor loss, lime quality or size fluctuations, or changes in the lime feed rate, results in a different torque load on the paddle shafts. This causes the torque valve to adjust the water flow to maintain the desired paste consistency.

The paste and entrained inert grit moves forward in a plug-flow fashion. After approximately 5 minutes, the completely slaked lime paste flows over a weir into the dilution compartment. Here water nozzles direct a cut-off spray to dilute the paste into a lime slurry at an approximate 4:1 concentration. This also releases the grit from the lime paste so that it can be removed. Two sets of rotating rakes keep the lime in suspension and help move the grit to the grit separator.

Dust and steam, generated by the exothermic reaction of the lime and water, are drawn off by an integral, water operated vapor-dust arrestor. The steam and dust are condensed and returned to the dilution compartment. Excess steam and water vapor are vented outside of the slaker.

A low water pressure switch in the torque valve piping is designed to stop the lime feeder when the supply pressure falls below the minimum operating requirement. This avoids heat build-up due to insufficient slaking water. The feeder automatically restarts when the pressure is restored.





## CHOICE OF LIME FEEDERS

Reliable lime feed is required for proper operation of the lime slaker system. A selection of standard feeders is available to provide accurate CaO feed over a range of up to 20:1. This determines the operating range of the slaker along with lime reactivity.

### Series 31-165 Gravimetric Weighbelt Feeder

A microprocessor controller unit that delivers an accuracy better than 1% of set rate over a 20:1 range. It features direct measurement of throughput for inventory control and complete alarm monitoring for any off-feed condition.



### Series 32-215 Volumetric Belt-Type Feeder

Simple controls with a quick speed of response for changing feed rates. A no-feed alarm is available as an option.

### Series 32-300 Volumetric Screw-Type Feeder

A rugged, heavy duty variable speed feeder with only five moving parts provides low maintenance and simple service.



## CHOICE OF GRIT REMOVERS

All quicklime (CaO) contains a small amount of inert grit or unslaked material. To protect lime slurry pumps and piping, it is necessary to remove this grit as the slurry exits the slaker. The A-758 lime slaker is available with a choice of two different grit remover technologies:

### Conveyor-Type Grit Remover

Grit particles are separated from the lime slurry based on their specific gravity. An up-flow of water is introduced into the dilution compartment of the slaker. The heavier grit particles fall through this flow to be subsequently removed by the chain and flight scraper. The operator can adjust the water flow to determine the size and amount of grit that is to be removed.



An accurate glass-tube flow meter is used to provide a fine degree of control and repeatability. This system removes virtually all grit down to 10 mesh in size and some portion of finer grit down to 40 mesh. Slurry concentrations up to 18% are achievable. Operation is simple and efficient with very low maintenance.

### Screen-Type Grit Remover

In this system, grit particles are separated by size through a vibrating screen separator to provide positive grit removal. The lime slurry discharge passes through a 20 mesh screen (40 mesh optional), where grit is removed through an exit port. The slurry passes through the screen where it is delivered to the process or a stabilization tank. Slurry concentrations up to 20% are achievable. A high-strength slurry concentration, up to 28% at maximum feed rate, is available with this type of grit remover. This utilizes optional high velocity spray nozzles and a booster pump to decrease the amount of dilution water. This is ideal for installations where storage space is a consideration or in applications where excess water is limited in the process.



## AUTOMATIC START-STOP CONTROL

The paste-type lime slaker is ideally suited for all types of control systems. In a continuous process, slaker operation remains constant. Lime slurry is continuously discharged while the lime feed rate can be varied to account for flow or process variations. Lime can be gravity flow, directly to the point of application without the need for costly slurry handling equipment. For batching applications, the slaker system can be automatically stopped and started from a single contact closure. The low water to lime ratio ensures a fast start-up to bring the slaker on line quickly. Both long-term (> 8 hours) and short-term (< 8 hours) shutdown modes are operator selectable.

## TECHNICAL DATA

### Capacities

450, 900, 1800, and 3600 kg of quicklime per hour (1000, 2000, 4000, and 8000 lbs/hr).

### Operating Range

Up to 20:1

### Slaking Ratio

Approximately 2:1 water to lime by weight before dilution.

### Lime Feeder

Three types of feeders available: Series 31-165 Gravimetric weighbelt feeder; Series 32-215 Volumetric belt-type feeder; and/or Series 32-300 screw-type feeder.

### Control Panel

For local or remote mounting. NEMA 12; 230/460 VAC, 3 ph, standard; 115 VAC, 1 ph, optional (not available with 3600 kg/hr (8000 lb/hr) capacity).

### Paddle Shaft Mixer Motors

452 kgs/hr (1000 lbs/hr) capacity - 1/2 hp;  
900 kgs/hr (2000 lbs/hr) capacity - 1 hp;  
1800 kgs/hr (4000 lbs/hr) capacity - 1-1/2 hp;  
3600 kgs/hr (8000 lbs/hr) capacity - 2 hp;  
Standard is 230/460 VAC, 60 hz, 3 ph.  
Single phase motors are available up to 1800 kgs/hr (4000 lbs/hr).

### Conveyor-Type Grit Remover Motors

1/4 hp, 230/460 VAC, 60 hz, 3 ph, totally enclosed. Also available in single phase up to 1800 kgs/hr (4000 lbs/hr) capacity units.

### Screen-Type Grit Remover

450 kgs/hr (1000 lbs) slaker - 1/3 hp;  
900 and 1800 kgs/hr (2000 lbs & 4000 lbs/hr) slakers - 1/2 hp;  
3600 kgs/hr (8000 lbs) slaker - 2-1/2 hp;  
All motors are 230/460 VAC, 60 hz, 3 ph, 1200 RPM TENV.

### Booster Pump Motors (High Slurry Concentration Option)

450 and 900 kgs/hr (1000 and 2000 lbs) slakers - 1/2 hp;  
1800 kgs/hr (4000 lbs) slakers - 1 1/2 hp;  
3600 kgs/hr (8000 lbs) slaker - 2 hp;  
All motors are 230/460 VAC, 50/60 hz, 3 ph, TE turbine, all bronze housing. Note: Only available with screen-type grit remover.

### Water Requirements

Recommended supply pressure for 450 to 1800 kgs/hr (1000, to 4000 lbs/hr) slakers, 2.7 bar (40 psi) minimum and 5.2 bar (75 psi) maximum; for the 3600 kgs/hr (8000 lbs/hr) slaker, 3.8 bar (55 psi) minimum and 5.2 bar (75 psi) maximum.

### Control options

- Manual speed control of feeder via a potentiometer on the control panel.
- Automatic speed control of the lime feeder via a 4-20 mA input signal.
- Automatic batching and automatic system shut-down via optional start-stop configuration.

### Dimensions

Complete dimension details can be found in catalog numbers WT.330.100.100.UA.CN to WT.330.100.126.UA.CN.

### Total Slaker System Water Input at 40 psi (2.7 bar)

Slaker Size		Conveyor-Type Grit Remover (max 18% slurry concentration)		Screen-Type Grit Remover (max 20% slurry concentration)		Screen-Type Grit Remover (max 28% slurry concentration)	
Kg/hr	lbs/hr	lpm	gpm	lpm	gpm	lpm	gpm
450	1,000	57	15	45	12	34	9
900	2,000	91	24	76	20	64	17
1800	4,000	178	47	148	39	125	33
3600	8,000	405	107	360	95	246	65

### Shipping and Operating Weights

Includes slaker, grit remover and feeder.

Capacities		Shipping		Operating	
Kg/hr	lbs/hr	kgs	lbs	kgs	lbs
450	1,000	1,900	2,400	1,410	3,110
900	2,000	1,330	2,930	1,895	4,180
1800	4,000	1,640	3,620	2,660	5,860
3600	8,000	3,335	7,350	6,160	13,580



*The Series 32-215 is a simple, high capacity volumetric belt feeder. It gives reliable long term feeding and requires little maintenance. It easily handles materials from fine powder to 1½ inch lumps. Its design and operation is simple and uncomplicated and provides reliable feeding at minimum cost. This volumetric feeder is ideal for industrial and municipal water and wastewater treatment systems or for systems treating industrial-process water.*



## KEY BENEFITS

- Manual or automatic control
- Simple and straightforward volumetric feeding to 840 cu ft/hr (24 m<sup>3</sup>/hr)
- Easy to install and maintain
- Self-adjusting belt tracking

## FEATURES

### Manual or Automatic Control

Feed rate is controlled by varying the height of a manually positioned vertical gate at the feeder inlet and by varying belt speed. The variable speed belt provides a 20:1 standard operating range. Belt speed can be controlled manually or automatically from a remote 4-20 mA control signal.

### Simple and Straightforward Volumetric Feeding Up to 840 ft<sup>3</sup>/hr (24 m<sup>3</sup>/hr)

Three different size inlet sections, 5 gearboxes and 4 driven sprockets provide a wide range of capacity selection and flexibility. Maximum rates cover virtually all water and wastewater chemical feed requirements.

### Simple, Automatic Belt Tension and Tracking

Constant and uniform tensioning of the feed belt is achieved by the use of counterweights acting on the moveable front (discharge) roll. A self-adjusting belt tracking device automatically reacts to belt mis-tracking by guiding the belt back to its proper operating position. Both of these mechanisms function together to provide accurate and reliable feeder operation.

### Easy to Install and Maintain

All feeders are factory calibrated and tested prior to shipment. The feeder housing is dust-tight. Side and top covers are gasketed and easily removed. The product zone is easily accessible and can be air cleaned. Sealed bearings are used throughout. Six scrapers, spaced on both sides of the belt and on the rollers, keep the belt transport free of product build up. The belt transport system is cantilevered for easy belt removal without tools.

## OPERATION

Material is supplied to the belt feeder by gravity from an overhead storage bin or hopper. The material is introduced to the belt through the inlet chute. As the belt moves, the material is sheared by a manually adjusted vertical gate which sets the material bed depth. Gate position is adjustable over a 10 to 1 range. Belt speed is adjusted over a 20 to 1 range by a manual potentiometer or automatic milliamp control signal sent to the DC variable speed drive.

## TECHNICAL DATA

### Feeder Accuracy

With uniform free flowing materials, an accuracy of 1 % to 2% of full scale can be achieved over a 20:1 range.

### Feed Rates and Operating Ranges

Maximum volumetric rate: 840 cubic feet per hour (24 m<sup>3</sup>/hr)

Maximum product density: 100 pounds per cubic foot

Maximum operating range: Belt speed of 20:1

Material depth: 10:1

Maximum recommended combined range: 100:1

Material characteristics: Particle size, 300 mesh US to 1½ lumps.

### Inputs/Outputs

Digital Inputs: Remote start/stop from a customer supplied contact closure.

Digital Outputs: A relay provides unpowered NO & NC contacts for external indication of Feeder Running. A second relay provides one NO contact as a composite alarm for motor overload (standard), belt motion fault (optional) and material flood (optional). Relay contacts are rated 10 amps at 28 VDC or 120 VAC with 80% power factor, or 6.7 amps at 240 VAC with 80% power factor.

Analog Inputs: Remote control input via 4-20 mA.

### Temperature Limits

Ambient: 14 to 122° F (-10 to 50° C)

Material: 14 to 195° F (-10 to 90° C) standard 0 to 338° F (-18 to 170° C) optional.

### Electrical

Power Requirements: 115 volts ±10%, 15 amps, single phase, 60 Hz

Belt Drive Motor: ½ hp, 90 VDC, permanent magnet, TENV, controlled by SCR drive with tachometer feedback

Tachometer: Analog, 20.8 VDC/1000rpm, TENV

Electrical Enclosures: Rated NEMA® 4X (IP65)

Maximum Distance from Controls to Feeder: 1,000 feet (300 meters)

### Materials of Construction

Materials in contact with the product flow include 304ss, nickel plated steel, neoprene, Hypalon® inlet seals, and feed belt of polyester substrate with a polyurethane topcoat. The feeder enclosure is gray epoxy painted mild steel.

Dimensions and Shipping Weight			
	Height	Width	Length
Feeder	21"* (533 mm)	19" (483 mm)	52" (1,321 mm)
SCR Enclosure	16" (406 mm)	16" (406 mm)	8" (203 mm)
		lbs	kgs
Weight		260	118
Shipping Weight		300	136

\*(18¼ inches inlet to discharge) Dimensions: See WT.320.215.100.UA.CN



Integrity Municipal Systems (IMS) is a specialty engineering company devoted to the design and supply of innovative, pre-assembled, process solutions for the water and wastewater industry. With over 25 years of systems engineering innovation and project execution, the IMS team has the knowledge and dedication to tackle your odor control and chemical feed needs. IMS has achieved a reputation for producing unique, practical, and cost-effective solutions for our customers. We are committed to providing quality, service, and overall value that exceed your expectations.

## *Lime Slaker Systems (A-758 & A-758 Plus)*



The A-758 and A-758 Plus IMS Lime Slaker Systems provide continuous high volume lime slurries (up to 8,000 lbs/hour) for industrial and municipal process pH adjustment, flocculation, and chemical reaction. The superior paste-type slaking technology consistently produces a higher strength and more reactive lime slurry resulting in more efficient and more economical use of the quicklime. Systems are factory assembled and tested for quick and easy installation, and include options for lime feed and grit removal.

### *Lime Slaker Feeders*



Series 31-165 Gravimetric Feeder



Series 32-215 Volumetric Feeder



Series 32-300 Volumetric Feeder

## *Chemical Feed Systems*

IMS chemical feed systems are pre-assembled, fully-functional chemical delivery systems for water treatment applications. These compact, user-friendly chemical skids include local storage tanks, full secondary containment, dosing pumps, instrumentation and controls. Systems are piped and wired at the factory for easy and quick hook-up.



### *Fluoride Feed System*

IMS Fluoride Feed Systems use sodium fluoride for community water fluoridation. They are designed with separate saturator and solution tanks, unlike conventional methods, to assure complete saturation, high reliability, low maintenance and ease of use.



### *Aqueous Ammonia Feed System*

IMS packaged Aqueous Ammonia Feed Systems are used in the formation of chloramines for disinfection. The system includes a heavy-duty pressure rated aqueous ammonia storage tank, integral ammonia fume scrubber, peristaltic dosing pump, instrumentation and controls in a fully contained, pre-assembled skid. Optional enclosure, shown right, is ideal for outdoor or remote locations. The FRP shelter houses the equipment in an air conditioned environment and comes complete with lighting, ventilation fan, and breaker panel.

# Odor Control Systems

Standardized, pre-engineered, factory assembled odor control systems for treating odors at sewage pump stations and wastewater treatment plants. Systems are simple to install, reducing installed cost and delivery time.



## Biological Odor Control Systems

The I-BOx™ Biological Odor Control System (Patent Pending) uses a two-stage process with a biological stage to remove 99% of the hydrogen sulfide ( $H_2S$ ), followed by an activated carbon polishing stage to remove residual  $H_2S$  and organic odors. Standard models are available to treat up to 5,000 cfm (8,500  $m^3/h$ ) of odorous air.

## Carbon Odor Control Systems

The carbon adsorber odor control systems consist of an exhaust fan, damper, interconnecting ductwork, vessel with activated carbon (3 ft. bed) and a control panel. The carbon odor control systems are designed to work with a wide selection of media: virgin activated carbon for low odor level, and high capacity carbon for higher  $H_2S$  concentrations.



### MCS Carbon Odor Control System

- Standard models are available to treat up to 1,400 cfm (2400  $m^3/h$ ) of odorous air in a single carbon stage.



### BCS Carbon Odor Control System

- Standard models treat up to 6,800 cfm (11600  $m^3/h$ ) in a single carbon stage and up to 20,000 cfm (34000  $m^3/h$ ) in a dual carbon bed system.

# Emergency Chlorine Scrubbers

IMS wet emergency chlorine scrubber systems contain and treat accidental releases of chlorine gas, limiting the atmospheric release of chlorine to less than 1 ppm. The compact scrubber systems are factory pre-assembled, piped, wired and tested, with a low profile suitable for either indoor or outdoor installation. The system design surpasses the requirements of the Uniform Fire Code.



### EVS-150

This multi-stage wet scrubber system treats chlorine vapors from a bank of 150lb (70kg) chlorine cylinders, at leak rates of 28 lbs/min or more.



### EVS-2000

This multi-stage wet scrubber system treats up to 3-Ton of chlorine vapor, at leak rates of 100 lbs/min or more.

### EVS-2000C

The EVS-2000C emergency chlorine scrubber is a multi-stage wet scrubber system designed to treat up to 1-Ton of chlorine vapor, at leak rates of 100 lbs/min or more.





May 11, 2017

Bickram Ramjit  
The City of Palm Bay Utilities Department  
1103 Troutman Boulevard NE  
Palm Bay, FL 32905

Ref: Wallace & Tiernan® A-758 Lime Slaker Product Line

Dear Bickram,

The purpose of this letter is to communicate to you that Integrity Municipal Systems, LLC (IMS) is the sole worldwide manufacturer and provider of the Wallace & Tiernan® Series A-758 Lime Slakers.

IMS completed the purchase of the Wallace & Tiernan® Lime Slaker product line and all worldwide rights to this technology on September 13, 2012. The news announcements of this purchase are attached at the end of this letter.

In addition, we would like to confirm that Water Treatment & Controls Company (Pensacola, FL 32534) is the sole and exclusive representative of Integrity Municipal Systems, LLC for the A-758 Lime Slaker and parts in the state of Florida.

Please do not hesitate to contact us if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Khaled Roueiheb", is written over a horizontal line.

Khaled Roueiheb  
Director of Sales  
Integrity Municipal Systems, LLC  
13135 Danielson St., Suite 204, Poway, CA 92064, U.S.A  
Phone: (858)-218-3753 (Direct)  
Phone: (858)-486-1620 (Main Office)  
Fax: (858)-486-1659  
Cell: (858)-248-7834  
Email: Khaled@IntegrityMS.net



July 31, 2012

To: SWT Reps, Distributors and Service Distributors

From: Ben Soucy, Siemens Industry, Inc.  
Andy Seidel, Underground Solutions, Inc.

**Re: Purchase of ChemFeed Product Lines by Underground Solutions**

We are pleased to announce that today Siemens Water Technologies (Siemens) signed an agreement to sell its assets, inventory, and associated trademarks for the following global chemical feed, liquid feed, and flow meter product lines to Underground Solutions, Inc. (UGSI):

- VareaMeter® variable area flow meters
- Encore® chemical metering pumps
- LVN-2000™ liquid chemical feeder
- Chemtube® 200 and Chemtube® 2000 chemical metering pumps
- Packaged chemical feed systems, skids and accessories
- Dry chemical feed equipment and controls
- Wallace & Tiernan® paste-type lime slakers and volumetric screw feeders
- Polymer feed systems and controls
- PolyBlend® liquid and dry polymer mixing, aging and feed equipment

Existing orders accepted by Siemens prior to today will be fulfilled by Siemens in the ordinary course of business. For questions regarding outstanding orders, please contact Joe Pedano from Siemens at +1-856-507-4234.

Effective tomorrow, August 1, 2012, UGSI will begin accepting orders for all chemfeed product lines. Additionally, Siemens affiliates outside of the U.S. may continue to offer and sell VareaMeter® flow meters, Encore® pumps, and Chemtube® 200 and 2000 pumps until December 31, 2012.

For more information, contact Ben Soucy from Siemens Water Technologies at +1-978-614-7298 or at [ben.soucy@siemens.com](mailto:ben.soucy@siemens.com) or Roop Jain or Andy Seidel at UGSI at +1-858-679-9551 or [info@wtchemfeed](mailto:info@wtchemfeed) for additional information; [www.wtchemfeed.com](http://www.wtchemfeed.com).

UGSI is led by several members of the former USFilter Corporation management team, and has longstanding experience with the product lines and the channels to market for each product line. UGSI is excited about the opportunity to sell these highly-respected and widely-used product lines.



September 17, 2012

To: Wallace & Tiernan® ChemFeed Representatives and Distributors

From: Andy Seidel

Earlier this summer, Underground Solutions, Inc. (UGSI) acquired several product lines from Siemens Industry, Inc., including the Wallace & Tiernan® Series A-758 Paste-Type Lime Slakers and Series A-758 Plus Paste-Type Lime Slakers product lines. Following a thorough evaluation of all of the acquired product lines, UGSI decided to divest the Lime Slakers product line and focus efforts on making and selling Wallace & Tiernan® chemical metering pumps, variable flow meters, other liquid chemical feed equipment, and PolyBlend® polymer blending and feed equipment.

Having made that decision, we are pleased to announce that UGSI completed the sale of the Lime Slakers product line to Integrity Municipal Services, LLC (“IMS”) on September 13, 2012. IMS is a company well-known to UGSI as we share a number of common shareholders –and they are our neighbor in Poway, California. Founded in 2006 to develop, design, manufacture, and sell fluoride and ammonia feed systems, IMS is majority-owned and led by the legendary Roop Jain. Roop was a founding member of the management team that joined UGSI at the end of 2005, helping to take our Fusible PVC™ pipe from just another great idea to an award-winning staple of the pipe infrastructure rehabilitation market. Before joining the UGSI management team, Roop founded and built RJ Environmental (RJE), a leading supplier worldwide of odor control systems, which he sold to USFilter Corporation in 1997. Following that sale, Roop continued to run RJE until it was acquired by Siemens in late 2004. Roop has a proven track-record of building businesses based on leading technology, sound engineering, and first-rate customer service. IMS continues in that tradition.

Based on Roop’s extensive experience in developing, designing, engineering, and manufacturing complex systems, UGSI concluded that IMS was the right candidate to take on the Slakers product line. Our UGSI ChemFeed, Inc. subsidiary will continue to supply feed system components to IMS, and we look forward to a working closely with IMS to meet the needs of our mutual customers.

IMS can be contacted at the following address:

Integrity Municipal Services, LLC  
13135 Danielson Street  
Suite 204  
Poway, CA 92064  
Telephone No: (858) 218-3754  
Facsimile No: (858) 486-1659  
Roop Jain, CEO

Sincerely,

Andy Seidel  
CEO  
Underground Solutions, Inc.

The trademarks Wallace & Tiernan®, W&T® and Stranco® are used under license from Siemens Industry, Inc.





Integrity Municipal Services, LLC  
13135 Danielson Street, Suite 204, Bus: (858) 486-1620  
Poway, CA 92064 Fax: (858) 486-1659

September 19, 2012

To: Chemfeed Representatives and Distributors

From: Roop Jain, CEO

Integrity Municipal Services, LLC (IMS) is proud to be the new home of the Series A-758 Paste-Type Lime Slakers product line. Series A-758 Paste-Type Lime Slakers have a long tradition of quality and reliability, beginning with the original Wallace & Tiernan Company and continuing through the USFilter and Siemens days. IMS looks forward to building on that tradition by providing first-class products combined with unparalleled customer service.

IMS was founded in 2006 to develop, design, manufacture, and sell fluoride and ammonia feed systems, but our pedigree goes back much further than that. As many recipients of this announcement already know, I founded RJ Environmental (RJE) in 1991; and with the help of a dedicated group of colleagues we built RJE into a world-class provider of odor control systems. I continued to manage RJE after USFilter Corporation bought the company in 1997. When USFilter was acquired by Siemens in 2004, I joined with a group of former USFilter executives to build another industry leader: Underground Solutions, Inc. I'm proud of the companies that I have helped to build, and I am looking forward to working with the experienced team at IMS to carry on the tradition of quality associated with the Series A-758 Paste-Type Lime Slakers.

IMS has opened a new facility in Zeeland, Michigan (5 miles from Holland, MI), where we will design and build our line of Lime Slakers. It will take us a bit of time to fully complete the relocation of the assets and related engineering data from Siemens, but we are confident that we will have everything up and running smoothly in a matter of weeks. While we appreciate your patience during this transition, we fully understand that you expect us to perform from day one, and we intend to do everything possible to meet your expectations. You have my word on it.

IMS will work closely with UGSI ChemFeed, Inc. during this transition period to avoid disrupting and complicating market channel arrangements already in the works. Additionally, IMS will continue to source Wallace & Tiernan® dry chemical feeders from UGSI ChemFeed for inclusion in our lime slaking systems.

All of us at Integrity Municipal Systems look forward to working with you, our customers, and to gaining your trust in the weeks and months to come. We've provided contact information below for your use. Of course, you should always feel free to call me directly if ever I can be of service. I look forward to seeing many of you at WEFTEC.

Thank you for your support.

Sincerely, 

Roop C. Jain, P.E.  
Chief Executive Officer and President  
Integrity Municipal Services



Integrity Municipal Services, LLC  
13135 Danielson Street, Suite 204, Bus: (858) 486-1620  
Poway, CA 92064 Fax: (858) 486-1659

## **INTEGRITY MUNICIPAL SERVICES**

### **CONTACT INFORMATION**

#### **Equipment SALES:**

Khaled Roueiheb

Phone: (858) 218-3753

Fax: (858) 486-1659

Cell: (858) 248-7834

Khaled@integrityms.net

#### **Equipment PARTS:**

Conar Marcos

Phone: (858) 218-3754

Fax: (858) 486-1659

conar@integrityms.net

#### **Any/All Inquiries:**

Roop C. Jain

Phone: (858)-218-3724

Fax: (858) 486-1659

Cell: (760)-401-0584

rjain@undergroundsolutions.com

**Please visit us at [www.integrityms.net](http://www.integrityms.net)**



## **COMMITTEE AND COUNCIL REPORTS**

- **Florida Puerto Rican Hispanic Chamber of Commerce**

### **Committee Reports**


- **Space Coast Transportation Planning Organization**
- **Space Coast League of Cities**
- **Tourist Development Council**
- **Palm Bay Hospital Board**

### **Council Reports**



## LEGISLATIVE MEMORANDUM

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

**FROM:** Gregg Lynk, City Manager 

**DATE:** May 18, 2017

**RE:** Assignment of contract for electronic monitoring with SecureAlert, Inc. to ADAPTS Electronic Monitoring

On February 7, 2013, the Police Department requested and the City Council approved authorizing the City Manager to enter in to an agreement with SecureAlert, Inc. dba Track Group, Salt Lake City, UT, for electronic monitoring of offenders and associated insurance, in cooperation with the State Attorney's office. That Agreement is an ongoing Agreement and the City has had no issues with the equipment provided by this company.

The City was notified that SecureAlert, Inc. (Assignor) decided to transition to a full distributor-channel business model. As such, they have selected a distributor, ADAPTS Electronic Monitoring, Tupelo, MS (Assignee), to assign our contract to. The assignment requires that the Assignee accept and assume all rights, obligations and liabilities of Assignor.

In accordance with Section 38.19 of the new Procurement Code of Ordinance, paragraph (D):

"All contracts entered into under this chapter shall be placed on the City Council agenda for approval of assignments in order to provide notice to its members and the opportunity to declare a voting conflict pursuant to Section 112.3143, Florida Statutes."

Staff recommends that Council approve Assignment of the Agreement for Monitoring and Associated Services between the SecureAlert, Inc. and the City of Palm Bay to the Assignee, ADAPTS Electronic Monitoring.

**REQUESTING DEPARTMENTS:**

Police Department, Procurement Department

**FISCAL IMPACT:**

This action does not modify the current fiscal impact of the contract. The estimated annual expenditure for these services is \$10,000.00 and is available in Funds 001-5012-521-4409 and 001-5012-521-4501.

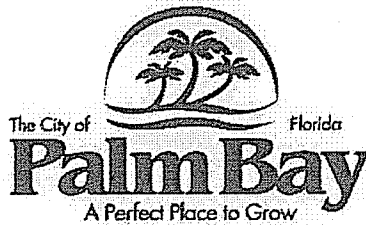
**RECOMMENDATION:**

Motion to approve assignment of the Agreement for Monitoring and Associated Services between the SecureAlert, Inc. and the City of Palm Bay to the Assignee, ADAPTS Electronic Monitoring.

Attachments: 1) Original Council Action  
2) Agreement between SecureAlert, Inc. dba Track Group and the City of Palm Bay  
3) Assignment, Assumption and Consent from SecureAlert, Inc. dba Track Group

BM/ab

# LEGISLATIVE MEMORANDUM



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

**FROM:** Susan Hann P.E., City Manager

**REQUESTING DEPT:** Doug Muldoon, Police Chief *Douglas A. Muldoon*

**DATE:** February 7, 2013

**RE:** LETF 13-05

In accordance with Florida law, funding in the amount of \$9,200.00 is requested from the Law Enforcement Trust Fund (LETF) as follows:

With the increasing number of both juvenile and adult offenders that are being released from detention and re-offending, it has become necessary to aggressively track some of the high-risk offenders on a case-by-case basis. The LETF funding is being requested for the Secure Alert program which involves leasing up to 10 electronic monitors that, through cooperation with the State Attorney's Office, will become a condition of an offender's release from detention. This will also cover the cost of insurance for the monitors in the event they get damaged by an offender and have to be repaired (which occasionally occurs). The offender will be directed to contact the Police Department to arrange to wear an electronic monitoring device for a pre-determined period of time following release.

## **FISCAL IMPACT:**

The LETF reserve fund has a balance of \$135,170.57 as of January 17, 2013, after setting aside the FY 13 School Resource Officer allocation for the year. The LETF funding requested is to fund the program through September 2013, after which the program will be funded through the Police Department's operating budget.

## **RECOMMENDATION:**

Motion to approve expenditures of LETF as described herein and authorize the City Manager to execute the Agreement with Secure Alert, Inc.

LMN/tjl

Attachment: 1) Agreement



# AGREEMENT for MONITORING and ASSOCIATED SERVICES between

## Court Programs Inc. / SecureAlert, Inc. & The City of Palm Bay

This Agreement (hereinafter "Agreement"), for good and valuable consideration, is made and entered into as of the Effective Date set forth on the signature page by and between Secure Alert, Inc, a Utah corporation ("Provider"), and THE CITY OF PALM BAY (hereinafter "Customer").

### Whereas:

- Provider desires to provide to Customer, and Customer desires to acquire from Provider certain Equipment and Accessories (hereinafter "The Equipment") and obtain Monitoring Services associated with The Equipment (hereinafter "Monitoring Services") and/or obtain certain other associated services as listed and described in the "EQUIPMENT AND SERVICES" section in attached schedules (collectively hereinafter "Equipment, Monitoring and Other Services") per the rates and pricing also provided in attached schedule(s) or addendum(s).
- Customer and Provider have agreed to the terms of this Agreement.
- In consideration of the covenants and promises contained herein and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **TERM:** The term of this Agreement is for one year commencing on the date first set forth below (hereafter the "Term"). Upon completion of the Term, this Agreement shall automatically renew for additional successive one (1) year terms, unless, thirty (30) days prior to the expiration of the then current Term, either party provides notice to the other party of such party's intent to terminate the Agreement at the conclusion of the then current Term; provided, however, that notwithstanding the foregoing, continued possession of the Equipment past the end of any Term by Customer shall obligate Customer to payment of additional monthly payments as set forth in the attached schedule(s) (as the same may be amended from one Term to the other), until such time as the Equipment is returned to Provider. Any addendum(s) incorporated after the first date set forth above, shall be subject to the same renewal or termination terms and timings as stated above. Provider or Customer may terminate this Agreement at any time following a default hereunder and the Equipment in Customer's possession shall be returned to Provider as delineated in Section 6 of this Agreement.

2. **PAYMENTS:** During the term of this Agreement, Customer agrees to pay to Provider for applicable Equipment, Monitoring and Other Services, the rates set forth in attached schedule(s). Payments will commence as delineated on the attached schedule(s). No payment required hereunder shall be prorated except at Provider's discretion. Any rent past due shall not bear interest. Customer is responsible for any and all loss or damage to, or theft of, The Equipment. Damage for purposes of this Section 2 includes, without limitation, damage to the casings or straps of the Equipment and any other damage which inhibits any part of the Equipment's ability to function properly or at all. If The Equipment is damaged, lost or stolen



while in Customer's possession, Customer agrees to pay Provider the full cost to repair or replace such Equipment based on the rates set forth in attached schedules. The determination whether the Equipment must be repaired or replaced shall be made by Provider at Provider's sole discretion.

**3. OWNERSHIP:** Customer is neither the owner of The Equipment nor has title to the Equipment. Customer may not sell, transfer, assign, or sub The Equipment, without the express prior written permission of Provider. Customer may not attempt to alter or otherwise tamper with The Equipment. Customer agrees that it shall at all times keep The Equipment free from any legal process or lien whatsoever, and agrees to give Provider immediate notice if any legal process or lien is asserted or made against the Equipment.

**4. NON-DISCLOSURE OF PROPRIETARY INFORMATION:** Customer acknowledges that it may obtain or have access to confidential and proprietary information of Provider that is the sole and exclusive property of Provider or other entities or persons affiliated with Provider in connection with the provision of the Equipment and Services described herein ("Proprietary Information") pursuant to the terms of this Agreement. Customer agrees to keep all such Proprietary Information confidential, to limit its use only in connection with the terms of this Agreement and to protect it with at least the same level of protection that Customer affords its own confidential and proprietary information. Without limiting the foregoing, Customer expressly agrees that Customer shall treat as confidential and not disclose any of the Proprietary Information in any manner without the prior written authorization of Provider. If Customer is required by applicable law or regulation or by legal process to disclose any Proprietary Information, Customer agrees that it shall provide Provider with reasonable prior written notice of such request to enable Provider to seek a protective order or other appropriate remedy prior to disclosure. Should this Agreement be terminated for any reason whatsoever, Customer shall, at the request of Provider promptly deliver to Provider all Proprietary Information, and Customer shall certify to Provider that Customer has done so. The obligation to keep the Proprietary Information confidential pursuant to this Section 4 shall survive the expiration or termination of this Agreement.

**5. NO WARRANTIES; CUSTOMER'S AUTHORITY; INDEMNITY BY CUSTOMER: PROVIDER IS LEASING THE EQUIPMENT TO CUSTOMER "AS IS."** So long as Customer is not in default under any terms of this Agreement, Provider agrees to transfer to Customer any warranties made to Provider by a manufacturer or vendor of The Equipment. Customer understands that Provider and the manufacturer(s) of The Equipment are separate, independent companies, and that neither a manufacturer nor any vendor of The Equipment is Provider's agent, partner or joint venture. Customer agrees that no representation, guaranty, or warranty by a manufacturer or any vendor of the Equipment is binding on Provider.

**5.1. Notwithstanding anything to the contrary in this Agreement, PROVIDER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY IN CONNECTION WITH THIS AGREEMENT, EQUIPMENT, MONITORING AND OTHER SERVICES AND USER INTERFACES TO MONITORING SERVICES. Provider is not responsible for**

any injuries, damages, or losses to Customer or to any other person or to any property, regardless of owner, caused by the misuse, improper activation, or improper maintenance of the Equipment, or the failure to connect to, or the inability to access user interfaces to Monitoring Services, the failure to follow any instructions or abide by any policies related thereto or to Monitoring Services, or Other Services, or the failure of the same to operate as anticipated, including, without limitation, as a result of any defects in the manufacturing or programming of the same or any failure of Equipment, Monitoring and Other Services, or any failure of user interfaces to Monitoring Services to operate for any reason, other than any such injuries, damages or losses caused by the gross negligence of Provider.

Customer acknowledges that Equipment, Monitoring and Other Services shall not prevent, nor are intended to prevent, any Client of Customer from committing any harmful, tortious, or illegal acts. Customer further acknowledges that it may be possible for a Client to remove The Equipment by unauthorized means, and that Provider and Customer expressly disclaims any liability for any harmful, tortious, or illegal acts committed by such a Client while using The Equipment, as well as any liability for any acts committed by a Client who removes The Equipment and subsequently engages in any harmful, tortious, or illegal acts. Customer acknowledges and agrees that use of The Equipment and Monitoring Services shall be reserved for those Clients of Customer who are considered to be minimal flight risks and minimal risks for commission of crimes or torts against person or property.

**6. DEFAULT AND REMEDIES:** If Customer fails to make payments when due, if Customer breaches any provision of this Agreement, or if Customer becomes insolvent, assigns its assets for the benefit of creditors, or enters, either voluntarily or involuntarily, a bankruptcy proceeding, Customer shall be in default. In the event of default, Provider can require, with minimum fourteen (14) days' prior notice to Customer, that Customer return The Equipment to Provider and that Customer immediately pay to Provider the remaining balance of any amounts due under this Agreement.

**7. DEFAULT INDEPENDENT OF CRIMINAL PROCESS:** The parties hereto acknowledge that the tracking and monitoring of a Client of Customer which is facilitated by this Agreement may be undertaken in conjunction with criminal process against such Client, or that such Client of Customer has voluntarily undertaken to use The Equipment in order to satisfy a criminal conviction or plea agreement, or to avoid incarceration. Provider agrees that in effecting redelivery or repossession of The Equipment from any Client, it shall coordinate with Customer and/or with other law enforcement whenever possible, but it shall have no duty to do so where in its own discretion it deems such coordination unnecessary, impractical or detrimental to Provider's interest.

**8. MISCELLANEOUS PROVISIONS:**

**8.1 No Extended Damages:** For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Provider covenants and agrees that in the event of any delay for any reason, and notwithstanding the reason of the delay or who

caused it, whether it was caused by the Customer, that there will be no entitlement to Provider to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Provider hereby waives any right to make any such claim or claims. This provision will have application and effect when delays are anticipated and agreed upon by both the Customer and the Provider.

**8.2. Assignment:** Provider may at any time, sell, assign, or transfer its rights, benefits and obligations under this Agreement or Provider's ownership of The Equipment; Customer agrees that if Provider makes such assignment or sells The Equipment the assignee or buyer shall have the same rights, benefits and obligations that Provider now has. The parties agree that any such sale, assignment or transfer of this Agreement and/or The Equipment by Provider or Provider's assignee or transferee shall not change the duties or obligations of Provider or Customer under this Agreement.

**8.3. Construction:** The parties intend this Agreement to be a valid and legal document. This Agreement shall be construed according to its fair meaning and not strictly for or against Provider or Customer, as if each of Provider and Customer had prepared it.

**8.4. No Waiver:** The Parties hereto acknowledge and agree that any delay or failure by a respective Party to enforce its rights under this Agreement does not prevent it from enforcing any rights at a later time.

**8.5. Attorney Fees:** In the event of any litigation between the parties regarding this Agreement each party shall pay its own attorneys' fees, court costs and litigation expenses, as determined by the court.

**8.6. Jurisdiction and Venue:** This Agreement shall be governed, interpreted and construed under the laws of the State of Florida, including, without limitation, all procedural laws and the applicable statute of limitations. Any default of this Agreement shall be deemed to have occurred in the State of Florida. Both Provider and Customer agrees that any and all disputes arising out of or relating to this Agreement shall be resolved in the venue of the state courts located in Brevard County, State of Florida, and in no other venue or forum.

**8.7. No Third Party Beneficiaries:** This Agreement is intended for the exclusive benefit of Provider and Customer and their respective permitted assigns and is not intended and shall not be construed as conferring any benefit on any third party or the general public.

**8.8. Pronouns:** All pronouns shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or entity to whom reference is made may require.

**8.9. Severability:** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law; but, if any provision of this Agreement shall be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of this Agreement.

**8.10. Headings:** The headings used in this Agreement are for convenience only and shall not be used to limit or construe the contents of any of the sections of this Agreement.

**8.11. Notices:** Notices to the parties hereto pursuant to this Agreement shall be given in writing and delivered by depositing them in the custody of the United States Postal Service (USPS), postage prepaid, addressed as set forth below for the respective parties. Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable under Florida law. Notice shall be deemed given as of the date of personal service or three (3) days after the date of deposit of such written notice with USPS.

**8.12. Entire Agreement:** This Agreement constitutes the entire Agreement between the parties hereto and there are no covenants, terms or conditions, express or implied, other than as set forth or referred to herein. This Agreement supersedes all prior agreements between the parties hereto relating to all or part of the subject matter herein. No party has made any representations, oral or written, modifying or contradicting the terms of this Agreement. The parties may not amend, modify or cancel this Agreement except as provided herein or by a written agreement signed by all parties to this Agreement. Customer also understands that only an officer of Provider is authorized to make such amendments, modifications or cancelations.

**8.13. Acknowledgment:** The parties acknowledge that they have had an opportunity to fully examine this Agreement and completely understand its terms, and that they approve the same including all of the terms and conditions.

(Remainder of page intentionally left blank)

**AUTHORITY OF SIGNER.** By signing below, the signer of this instrument on behalf of Customer certifies that he/she has all proper authority to bind Customer hereto, pursuant to its Articles, Bylaws, statutory or other charter, ordinances, laws, or any other rules governing such authority.

IN WITNESS WHEREOF, each of the parties has executed this Agreement to be effective as of the date the final signature is added below.

**Provider:**

**Secure Alert, Inc.**  
150 West Civic Center Drive, Suite 100  
Sandy, Utah 84070  
Contact Phone No: (866) 451-6141

By: [Signature]  
Date: 1/2/13  
Name: Chad Olsen  
Title: CEO

**Customer:**

**The City of Palm Bay**  
120 Malabar Rd. SE  
Palm Bay, FL 32907  
Contact Phone No: (321) 952-3456

By: [Signature]  
Date: \_\_\_\_\_  
Printed Name: Susan Hann  
Title: City Manager  
Email address: hanns@pbfl.org

**Addresses for Notice:**

**Provider:**

**SecureAlert, Inc.**  
150 West Civic Center Drive, Suite 100  
Sandy, Utah 84070  
ATTN: Contracts  
Contact Phone No: (866) 451-6141

**Customer:**

Agency Name: City of Palm Bay  
Address: 120 Malabar Road, SE  
City/State/Zip: Palm Bay, FL 32907  
ATTN: Susan Hann, City Manager  
Contact Phone No: 321-952-3413

☐ Check here if billing information is same as above, or enter billing information:

**Billing Information:**

Address: Same  
City/State/Zip: \_\_\_\_\_  
Billing Contact: ATTN: Accounts Payable  
Email: patacm@pbfl.org  
Billing Phone No: 321-952-3416  
Billing FAX No: 321-953-8913

### Schedule: ReliAlert™ Equipment and Services

#### **EQUIPMENT AND SERVICES**

- ☒ This agreement is for a maximum quantity of 10 ReliAlert™ devices which will be billed at the following monitoring service level, as activated by Customer via normal offender activation processes for each offender.

<u>Monitoring Service Level</u>	<u>Rate Per Active Day</u>
ReliaAlert Premium+, 5 min. Reporting	\$6.20
ReliaAlert Premium+, 1 Min. Reporting	\$7.00

On days that a device is not active, an idle rate of \$1.50 will be charged.

The initial quantity of ReliAlert™ devices to be delivered pursuant to this contract is 10

- ☒ ReliAlert™ Device Insurance at \$0.50 per device per day.

**Shelf Stock:** Shelf Stock terms are shown in the schedule below.

**Shipping:** Shipping terms are shown in the schedule below.

**Insurance Terms:** If insurance is chosen, it must be taken on all devices and is payable every day, Active and Inactive days. Deductibles are shown in the schedule below.

**Rate Guarantee:** The rates set forth above are guaranteed for the initial Term. Provider shall provide notice of any proposed change in rate to Customer at least thirty (30) days prior to the expiration of the Term. Any agreed upon increased rate shall become effective as of the renewal Term unless Customer provides notice of its intent to terminate the Agreement as provided in Section 1 (Term) of this Agreement.

#### **CUSTOMER OBLIGATIONS**

- PAYMENT:** During the Term, Customer agrees to pay monthly to Provider, for Equipment, Monitoring and Other Services indicated and at the rates set forth above. Payment will be owed for The Equipment seven (7) days after it has been shipped to Customer or on the day that a device is activated, whichever occurs first.
- CASE SELECTION:** Customer understands, agrees and acknowledges that during the Term it shall (a) retain complete authority for case selection, management and administration with respect to each individual who shall participate in Electronic Monitoring (hereinafter "Client"), including, without limitation, monitoring responsibility with respect to each Client; (b) be responsible for all liaison work with the involved courts and/or agencies; (c) identify and make available Customer staff and/or equipment that complies with Provider's policies as in effect from time to time, in order to use and access the Monitoring Services, including, without limitation with respect to Provider's policy that establishes a specifically correct method of equipment (i.e.: fax, phone, pager) for the purpose of



Provider notification of Alert Conditions to Customer; (d) perform or oversee Client orientation, installation and de-installation of The Equipment and overall compliance with Provider's policies, which policies include, without limitation, a specific method of equipment installation, and Client equipment use guidelines; (e) establish alert notification protocols and parameters, in accordance with available Notification Options, and an alert response policy, and respond to Alert Conditions in accordance with that policy; (f) assume the financial responsibility for the cost associated with replacing any lost, stolen, or damaged equipment or accessories; and (g) provide to Provider the required information and parameters for monitoring each Client, including, without limitation, each Client's case curfew, movement restrictions, inclusion and exclusion zone information, essential demographic and case information. Customer will be solely responsible for properly recording all Alert Conditions and other information relative to monitoring The Equipment when located on a Client, including, without limitation, data entry and data storage of all such Customer specified information into Provider's computer system.

## **PROVIDER OBLIGATIONS**

- 1. ORDERING AND DELIVERY OF EQUIPMENT; ACCESSORY EQUIPMENT:** Provider shall coordinate with Customer to deliver The Equipment to Customer pursuant to the Shipping terms described above. Provider shall also supply to Customer, an installation and maintenance kit for The Equipment which includes different sizes of straps, measuring device and a torque driver. Unless otherwise agreed between Customer and Provider, Customer shall return the installation and maintenance kit to Provider upon termination of the Agreement. Additional installation and maintenance kits or kit components shall be subject to such additional charges as are set forth in Replacement and Consumables Costs below.
- 2. MONITORING SERVICE.** Provider agrees that during the Term it shall (a) maintain twenty-four (24) hour, seven (7) days per week monitoring of Clients through the central host computer system owned and operated by Provider; such host computer which communicates with The Equipment which is properly installed and has not been tampered with or altered, through cellular service where available, and based upon the data provided by Customer to Provider for each Client, as described in Section 3 below; such communication from The Equipment to the host computer shall be at five (5) minute intervals (b) subject to the minimum equipment and system requirements required to be satisfied by Customer to access the web-based user interface, provide Customer's authorized personnel twenty-four (24) hour, seven (7) days per week access to Provider's user interface for the purpose of directly monitoring Clients based on The Equipment; (c) provide notification of Alert Conditions as described in Section 4 below to those authorized personnel of Customer identified in writing by Customer to Provider as being authorized to receive such information, which information is to be provided to Customer pursuant to the predefined notification protocols to be delivered by Customer to Provider pursuant to Section 3 below; and (d) document and maintain Alert Conditions and Equipment status information for each Client properly enrolled during the Term.
- 3. NOTIFICATION OPTIONS:** Provider shall notify Customer of any Alert Conditions based upon predefined notification protocols available and specified by Customer in writing and delivered to Provider on or before the commencement of the monitoring of any specific Client.
- 4. ALERT CONDITIONS:** For purposes of this Agreement, "Alert Conditions" means an alert notification condition as specified by Customer, including daily curfew, movement restrictions, inclusion and exclusion zone restriction violations, tamper alerts and equipment status alerts that the monitoring system is able to identify based on The Equipment, and about which Provider agrees to

notify Customer based on protocols available and specified by Customer in writing and delivered to Provider on or before the commencement of the monitoring of any specific Client.

- 5. TRAINING OF AUTHORIZED PERSONNEL:** Provider agrees that it shall provide Customer reasonably necessary training for its authorized personnel who shall be monitoring Clients so that such personnel may properly use the user interface for the purposes of monitoring Clients as set forth herein as follows: If the initial quantity of ReliAlert™ devices delivered, as set forth above, is from one to twenty (1 to 20) then live, internet based training will be provided. If the initial quantity of ReliAlert™ devices delivered, as set forth above, is greater than twenty (20) then live, onsite training will be provided. Customer acknowledges that Customer's access to the user interface shall generally be limited to password-controlled Internet access and that no software shall actually be delivered to Customer. Customer shall bear all responsibility for providing its own computer hardware, software and internet access meeting Provider's minimum requirements for access to the monitoring service.
- 6. CUSTOMER SUPPORT:** Provider shall provide customer service to Customer as reasonably necessary to provide assistance to and to update Customer on any changes or updates to either The Equipment or Monitoring Services and overall operation of The Equipment, Monitoring and Other Services which may affect Customer's reasonable use thereof.

(Remainder of page intentionally left blank)

## SCHEDULE

- **Billing Terms:**

- The Active rate will be charged on only those days that a device is active on an offender. If the same device is activated on different offenders on the same day, the Daily Active rate will be charged for each offender. For example, if device s/n 1234 is activated on Joe Bloe on 1/10-1/20 (total of 11 days) at the 5 Min. Reporting Level, it will be billed at \$6.20 per day X 11 days. If it is then activated on Mary Smith on 1/20-1/31, it will be billed at \$6.20 per day X 12 days. In a variation of this scenario, if the device is not activated on an offender after it is taken off Joe Bloe, then it will be billed at the idle rate of \$1.50/idle day for the remaining days of the month, 1/21-1/31 (total of 11 days).
- All charges will be billed one month in arrears.

- **Shelf Stock Allowance:**

- The above rates include 10% or a minimum of one device designated as "overstock" at no charge until activated.

- **Shipping:**

- 3-5 day UPS ground shipping for device orders from Provider to Customer, and non-working device shipments from Customer to Provider, is included in the above pricing.
- If expedited shipping is desired by Customer, it will be paid by Customer per shipping service level requested (i.e. next day).
- If a replacement unit is needed immediately by Customer for a non-working device, and the problem is a Provider issue, not of Customer making, a replacement unit will be expedited at Provider's expense.

- **Straps/SecureCuffs:**

- An implementation kit which includes a torque driver, a measuring tool, bit(s), security caps and an assortment of different sized straps is included in the above pricing. As straps wear out, or if additional straps are needed, or if SecureCuffs are desired, the consumable pricing is shown below:

Consumable Item	Price
Standard Strap	\$10.75
SecureCuff	\$35.00
Security Cap	\$0.24
Torque Driver	\$36.00
Torque Driver Bit	\$8.50
Measuring tool	\$3.00

- **Lost/Damaged Devices:**

- Any lost or damaged device(s) and accessories(s) will be charged per the replacement schedule below if the Insurance Option is not chosen, or per the respective deductible, if Insurance Option is chosen.

Equipment	Replacement Price
ReliAlert Device	\$1,050.00
ReliAlert Shell - if unit is operable but outer case is damaged	\$100.00
Charging Cord	\$15.00
Torque Driver	\$36.00

- **Insurance Option:** If the insurance option is chosen, a premium of \$0.50 per day is due for all days, active or idle, on all devices, including shelf stock devices. If a claim is made, the deductibles are as follows:

Equipment	Deductible
ReliAlert Device	\$50.00
ReliAlert Shell	\$0.00
Charging Cord	\$0.00
Torque Driver	\$0.00

- **Lost/Damaged Device Replacement:** If a device becomes inoperably damaged or lost, Customer will notify Provider and a replacement unit will be shipped upon receipt of confirmation email that Customer will send back the inoperable device. The replacement unit will be shipped per standard shipping terms, unless Customer requests expedited shipping which will be paid by Customer; unless the problem is a Provider issue, not of Customer making, then a replacement unit will be expedited at Provider's expense as per bulleted item #3 in the Shipping Section above.



## ASSIGNMENT, ASSUMPTION, AND CONSENT

This Assignment, Assumption, and Consent ("Assignment") is effective as of December 1, 2016 ("Effective Date") by and among City of Palm Bay FL, a corporation, with principal offices located at 120 Malabar Road SE, Palm Bay, FL 32907 ("Company"), Track Group, Inc. (formerly SecureAlert, Inc.) a corporation, having its principal office at 405 S. Main Street, Suite 700, Salt Lake City, Utah 84111 ("Assignor") and AEM, LLC, a limited liability company, having its principal offices at 1508 Greenview Drive, Tupelo, MS 38804 ("Assignee").

### BACKGROUND

1. Company and Assignor entered into that certain SecureAlert, Inc. Agreement, dated 1/2/2013 ("Agreement");
2. Assignor desires to assign all of its rights, obligations and liabilities under the Agreement to Assignee;
3. Assignee desires to accept and assume all of the rights, obligations and liabilities of Assignor under the Agreement; and
4. Company desires to consent to such assignment, acceptance and assumption.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

1. Assignor hereby assigns to Assignee and Assignee hereby accepts and assumes all of Assignor's rights, obligations and liabilities under the Agreement, including all inventory listed on "Schedule A", attached hereto.
2. Company hereby consents to the foregoing assignment and assumption of rights.
3. The Assignment and actions arising out of or relating to this Assignment shall be governed by and construed and interpreted in accordance with the laws of the State of Delaware and the United States of America without regard to the conflict of law provisions thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Effective Date set forth above.

City of Palm Bay FL

SecureAlert, Inc dba:Track Group

ADAPTS Electronic Monitoring

By: \_\_\_\_\_  
Name:  
Title:  
Date:

By: \_\_\_\_\_  
Name: Derek Cassell  
Title: President  
Date:

By: \_\_\_\_\_  
Name: Van Hopkins  
Title: Owner  
Date:



#### OUTSTANDING BALANCE

As of November 14, 2016 your outstanding balance for monitoring services is; \$1,082.00 and for lost/damaged equipment, your balance is \$0.00, which gives us a grand total of \$1,082.00.

As of December 1, 2016 billing period, you will no longer receive any new invoices from Track Group for on-going services, this will now be handled by your new distributor and you will have to remit payment directly to them at the address stated on their invoicing.

The grand total balance above is due on our regular Net 30 payment terms. Below is a list of the outstanding invoices. These invoices must be paid to Track Group by 11/30/2016.

Invoice	Date	Amount	Balance	Notes
6071	10/31/2016	\$1,082.00	\$1,082.00	





**SCHEDULE A**  
**Inventory List**

**PALM BAY, CITY OF FL**  
**CURRENT INVENTORY AS OF: 11/15/2016**


Item	Active	Idle	Variance	Notes
ReliAlert	1	10		
Shadow				
RADAR				
BACTrack				
3M GPS				
3M RF				
MEMS				





## LEGISLATIVE MEMORANDUM

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

**FROM:** Gregg Lynk, City Manager 

**DATE:** May 18, 2017

**RE:** PFM Asset Management Quarterly Investment Report

Enclosed is the City's PFM'S Investment Performance Review Report for the Quarter ended March 31, 2016.

The City's Core 1-3 Year Investment and Short Term Fund portfolios are of high credit quality and invested in U.S. Treasury, Federal Agency, high quality corporate, commercial paper and municipal securities.

The Core 1-3 Year Investment Portfolio's quarterly total return performance of 0.30% outperformed the benchmark performance of 0.26% by 0.04%. Over the past year, the Portfolio earned 0.44%, versus 0.26% for the benchmark.

The Short Term Portfolio, opened in September, is invested in commercial paper and U.S. Treasuries. The portfolio ended the quarter yielding 0.98%, beating the benchmark, the S&P Government Investment Pool 30 Day Gross Yield of 0.67% by 0.31%

The City's overall portfolio had an Amortized Cost market value of \$76.9 million on March 31, 2017. The total portfolio Average Quarterly Yield to Maturity at Cost was 0.78%, compared to the benchmark, S&P Rated GIP Index Government 30 Day yield, of 0.67%. Florida Prime's average was 1.03%.

Yields surged in the post-election as expectation for U.S. economic growth and inflationary expectations rose, an in anticipation of a March Feds Fund rate hike. The year 2017 starts with the highest yields in several years.

PFM is continuing to monitor incoming economic data, Fed policy and market relationships, adjusting the City's portfolio positioning as needed. While producing strong investment returns remains a priority, it is secondary to maintaining safety and liquidity.

The portfolios comply with the City's investment policy and Florida investment statutes.

**REQUESTING DEPARTMENT:**

Finance Department

**FISCAL IMPACT:**

There is no fiscal impact.

**RECOMMENDATION:**

Motion to acknowledge receipt of Investment Performance Review Report for the Quarter ended March 31, 2017.

Attachment: 1) March 31, 2017 Quarterly Investment Report

YM/ab



## Investment Performance Review For the Quarter Ended March 31, 2017

### Investment Advisors

Steven Alexander, CTP, CGFO, CPPT, Managing Director  
Robert Cheddar, CFA, Chief Credit Officer, Managing Director  
D. Scott Stitcher, CFA, Director  
Rebecca Geyer, CTP, Senior Analyst  
Sean Gannon, Analyst

### PFM Asset Management LLC

One Keystone Plaza, Suite 300  
North Front & Market Streets  
Harrisburg, PA 17101-2044  
717.232.2723  
717.233.6073 fax

300 South Orange Avenue  
Suite 1170  
Orlando, FL 32801  
407.648.2208  
407.648.1323 fax

## **Tab I**

- ◆ Market Update

## **Tab II**

- ◆ Executive Summary
- ◆ Core 1-3 Year Investment Portfolio
- ◆ Short Term Portfolio

## **Tab III**

- ◆ Asset Allocation
- ◆ Portfolio Statistics
- ◆ Important Disclosures

# Tab I



## QUARTERLY MARKET SUMMARY

### SUMMARY

- The “Trump trade” dominated markets for much of the quarter pushing interest rate and equity prices higher, as the Trump administration and the Republican Party continued to push a bold agenda that promised new jobs, lower taxes, deregulation, and massive infrastructure spending.
- On March 15, with almost unanimous certainty from the market, the Federal Open Market Committee (FOMC) raised the federal funds target range by 0.25% to a range of 0.75% to 1.00%. The FOMC also released updated economic forecasts and a new “dot plot.” These were largely unchanged from the forecasts released in December.
- Central banks in the developed world outside of the United States continued to apply highly accommodative monetary policies as economic growth and inflation remained subdued. As a result, sovereign bond yields were at or near historic lows, with yields throughout Europe and Japan below 0%. Emerging markets experienced a resurgence this past quarter, after reeling from lack of positive investor sentiment, turning in a strong beginning to 2017.

### ECONOMIC SNAPSHOT

- The pace of U.S. economic expansion slowed in the fourth quarter of 2016. Measurements of growth in the first quarter 2017 are forecasted to slow further, however, the labor market remained strong, consumer confidence continued to soar, business surveys picked up, and the housing market returned to near pre-crisis levels as the market continues to digest the size and scope of the Trump administration’s proposed policies.
- U.S. gross domestic product (GDP) grew at a rate of 2.1% in the fourth quarter of 2016, a slowdown from the third quarter’s pace of 3.5%. The deceleration reflected downturns in exports and federal government spending, and a deceleration in business investment. First quarter estimates are calling for further slowing in the pace of expansion to below 1.5% as consumer spending declines and business investment remains muted.
- The labor market added over 500,000 jobs in the first quarter as the unemployment rate declined to a decade low of 4.5% with the labor force participation rate rising to 63% for the first time in a year. Wage growth remained firm in the quarter, increasing at an annual rate of more than 2.5% during all three months.
- Confidence among Americans grew as the Conference Board’s March reading increased to its highest level since the end of 2000. Manufacturing extended its expansion during the quarter with the ISM manufacturing PMI rebounding,

after contracting over 2016 year-end, to its highest level since the end of 2014. On the housing front, existing home sales reached pre-crisis levels, selling at an annual rate of 5.69 million to start the year.

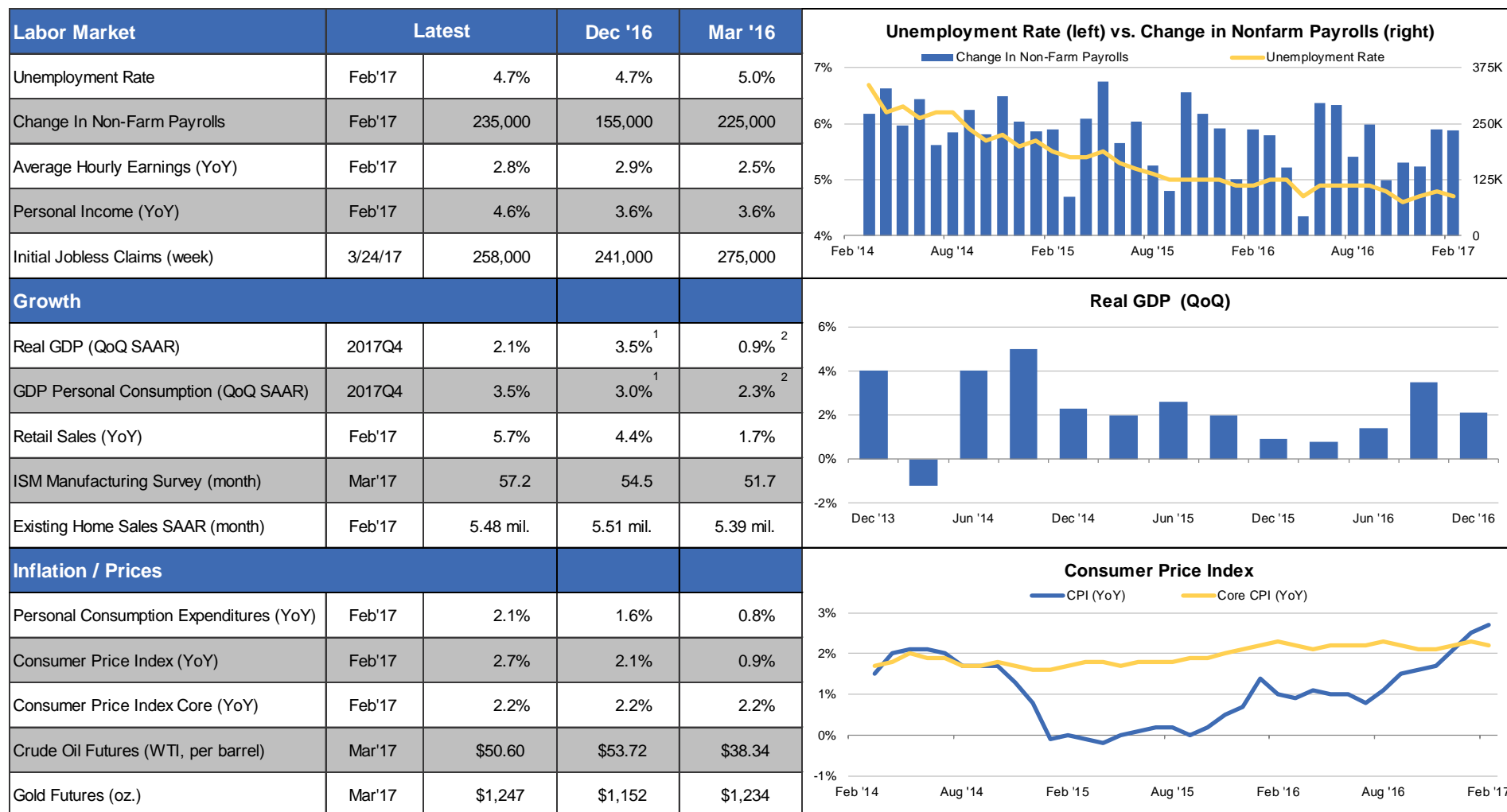
### INTEREST RATES

- Short-term (under five years) yields ended the first quarter higher, reflecting the Fed’s March rate hike, while medium to long-term yields declined amid subdued inflation expectations. For much of the quarter, yields remained range bound until entering an upward trend at the start of March in anticipation of the expected FOMC March rate hike. They declined as the Fed reiterated its expectation for gradual tightening and the ability of the Trump administration to enact bold, pro-growth policies came into question. The 2-year Treasury yield ended the quarter only seven basis points over December 31, while the yield on the 10-year Treasury fell 6 basis points.
- In the money market space, shorter-term Treasury yields rose as the expectation for a Fed rate hike gained certainty. Yields on commercial paper and certificates of deposit did not increase. However, yields on short-term credit instruments remained elevated and offered incremental yield.

### SECTOR PERFORMANCE

- U.S. Treasury indexes posted positive returns in the first quarter of the year, the first positive quarter since the second quarter of 2016. Returns were largely generated by income rather than price appreciation as yields were little changed.
- Federal agency yield spreads remained near historically tight levels throughout the quarter as the supply-demand imbalance continued. The sector outperformed comparable maturity Treasuries for the third quarter in a row.
- Corporate yield spreads continued to tighten during the quarter, reaching multi-year lows, before drifting mildly wider at the end of March. The sector generated strong outperformance relative to comparable maturity Treasuries, as the sector turned in the sixth straight quarter of outperformance.
- Mortgage-backed securities (MBS) generally underperformed Treasuries due to duration extensions, and headline risk surrounding the potential reduction in the Fed’s balance sheet holdings.
- Asset-backed securities (ABS) strongly outperformed Treasuries, as AAA-rated tranches, in our view, continued to offer good value, adding to returns and diversification.

## Economic Snapshot



1. Data as of Second Quarter 2016

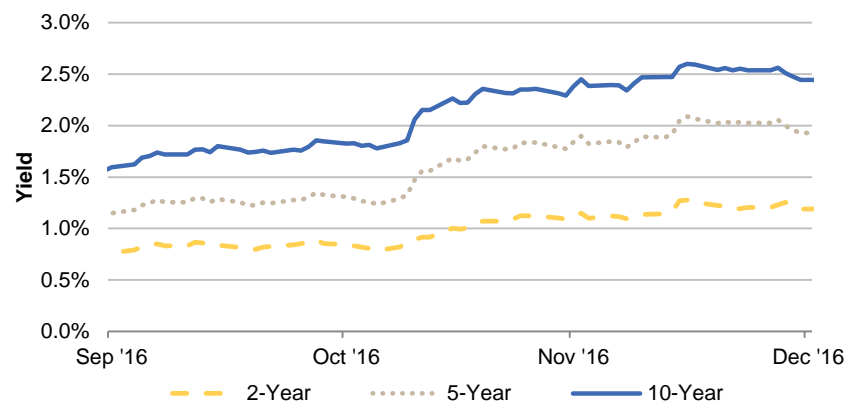
2. Data as of Third Quarter 2015

Note: YoY = year over year, QoQ = quarter over quarter, SAAR = seasonally adjusted annual rate, WTI = West Texas Intermediate crude oil

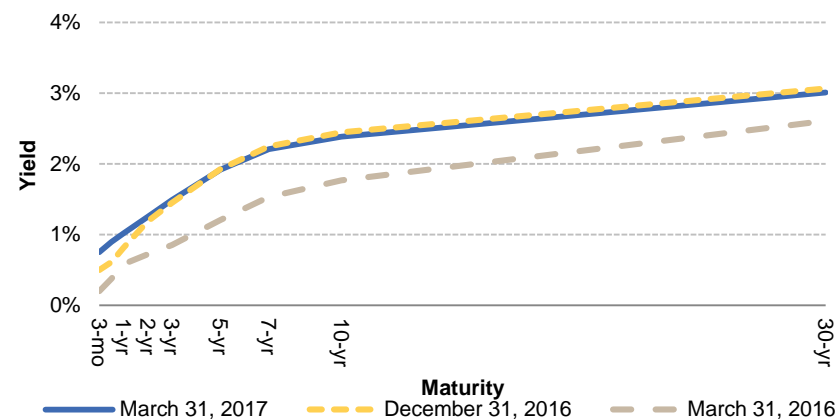
Source: Bloomberg.

## Interest Rate Overview

U.S. Treasury Note Yields



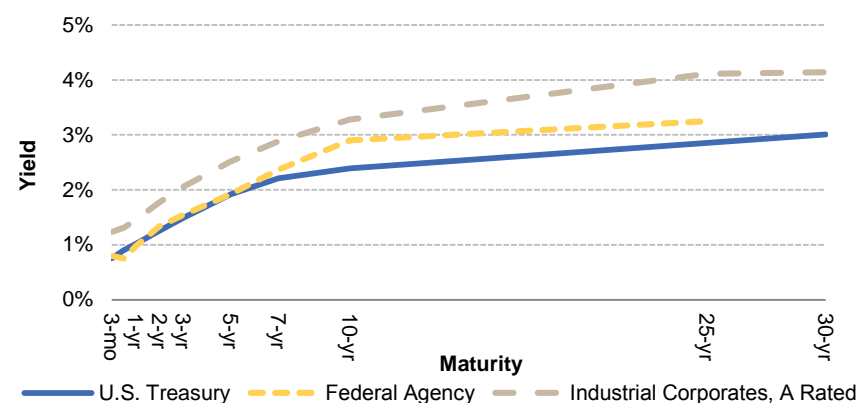
U.S. Treasury Yield Curve



U.S. Treasury Yields

Maturity	March 31, 2017	December 31, 2016	Change over Quarter	March 31, 2016	Change over Year
3-month	0.75%	0.50%	0.25%	0.20%	0.55%
1-year	1.02%	0.81%	0.21%	0.58%	0.44%
2-year	1.26%	1.19%	0.07%	0.72%	0.54%
5-year	1.92%	1.93%	(0.01%)	1.21%	0.71%
10-year	2.39%	2.45%	(0.06%)	1.77%	0.62%
30-year	3.01%	3.07%	(0.06%)	2.61%	0.40%

Yield Curves as of 3/31/17



Source: Bloomberg.

## BofA Merrill Lynch Index Returns

As of 3/31/17		Returns for Periods ended 3/31/17			
March 31, 2017	Duration	Yield	3 Month	1 Year	3 Years
<b>1-3 Year Indices</b>					
U.S. Treasury	1.89	1.27%	0.26%	0.25%	0.72%
Federal Agency	1.79	1.37%	0.30%	0.41%	0.83%
U.S. Corporates, A-AAA rated	1.93	1.92%	0.60%	1.32%	1.41%
Agency MBS (0 to 3 years)	2.08	1.98%	0.38%	0.40%	1.13%
Taxable Municipals	1.89	2.24%	0.70%	2.26%	1.92%
<b>1-5 Year Indices</b>					
U.S. Treasury	2.70	1.48%	0.37%	(0.10%)	1.14%
Federal Agency	2.27	1.51%	0.41%	0.28%	1.16%
U.S. Corporates, A-AAA rated	2.77	2.19%	0.80%	1.29%	1.96%
Agency MBS (0 to 5 years)	3.29	2.25%	0.59%	0.39%	2.00%
Taxable Municipals	2.67	2.36%	0.61%	2.12%	2.49%
<b>Master Indices (Maturities 1 Year or Greater)</b>					
U.S. Treasury	6.25	1.92%	0.68%	(1.47%)	2.32%
Federal Agency	3.91	1.84%	0.74%	0.11%	2.00%
U.S. Corporates, A-AAA rated	6.98	3.01%	1.11%	1.65%	3.54%
Agency MBS (0 to 30 years)	4.90	2.81%	0.46%	0.18%	2.66%
Taxable Municipals	3.81	2.81%	0.59%	1.49%	3.13%

Returns for periods greater than one year are annualized.

Source: BofA Merrill Lynch Indices.

## QUARTERLY MARKET SUMMARY

**DISCLOSURES**

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# Tab II

- The City's Short Term and Investment Portfolios are of high credit quality and invested in U.S. Treasury, Federal Agency, corporate, and commercial paper securities.
- The Investment Portfolio's quarterly total return performance of 0.30% outperformed the benchmark performance of 0.26% by 0.04%. Over the past year, the Portfolio earned 0.44%, versus 0.26% for the benchmark.
- The Short Term Portfolio ended the quarter with a Yield at Cost of 0.98%, beating the benchmark, the S&P Government Investment Pool 30 Day Gross Yield of 0.67%, by 0.31%<sup>1</sup>
- Yields remained within a narrow range through the first couple months before rising strongly in anticipation of the March FOMC rate hike as Fed officials made a concerted effort to telegraph expectations. Yields on the short-end of the curve ended the quarter higher, reflecting the rate hike, while long-term yields declined alongside future inflation expectations.
- We expect the Fed to remain on track to make two additional rate hikes in 2017, matching the three hikes projected for 2017 by the Committee's "dot plot." In addition, a potential reduction in the size of the Fed's balance sheet later in the year could have significant implications for the markets.
- Since yields are currently stable and we expect no action at the next FOMC meeting in May, we are targeting portfolio durations to closely match that of benchmarks. We will continue to revisit this position regularly, especially in light of the potential for higher yields later in the year.
- We will continue to monitor incoming economic data, Fed policy, and market relationships. This will include monitoring and assessing the policies of the incoming Trump administration for their impact on economic and market conditions.

1. According to the City's investment policy the short term benchmark is the S&P GIP All 30 Day Gross of Fees. However, due to system limitations the 3 month T-Bill is utilized for comparative purposes for the short term portfolio.

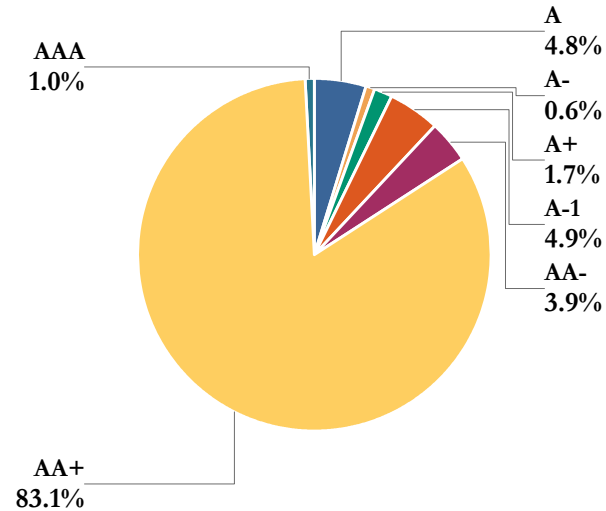


## Portfolio Statistics

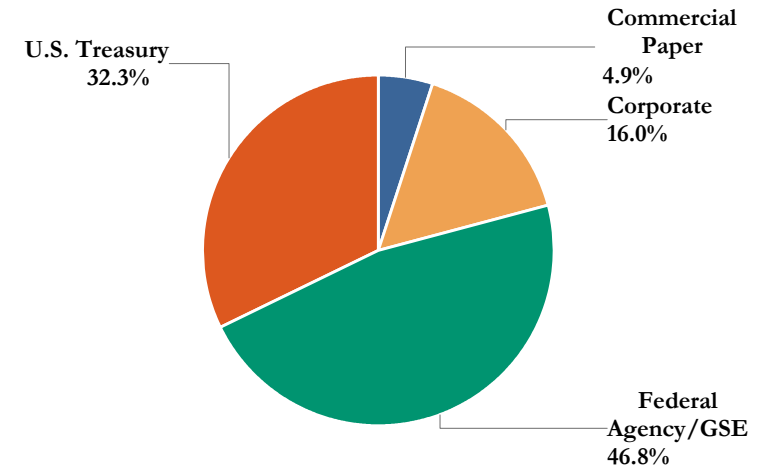
As of March 31, 2017

Par Value:	15,370,000
Total Market Value:	15,384,290
Security Market Value:	15,312,134
Accrued Interest:	33,832
Cash:	38,324
PFM	-
Amortized Cost:	15,361,199
Yield at Market:	1.33%
Yield at Cost:	1.17%
Effective Duration:	1.70 Years
Duration to Worst:	1.71 Years
Average Maturity:	1.74 Years
Average Credit: **	AA

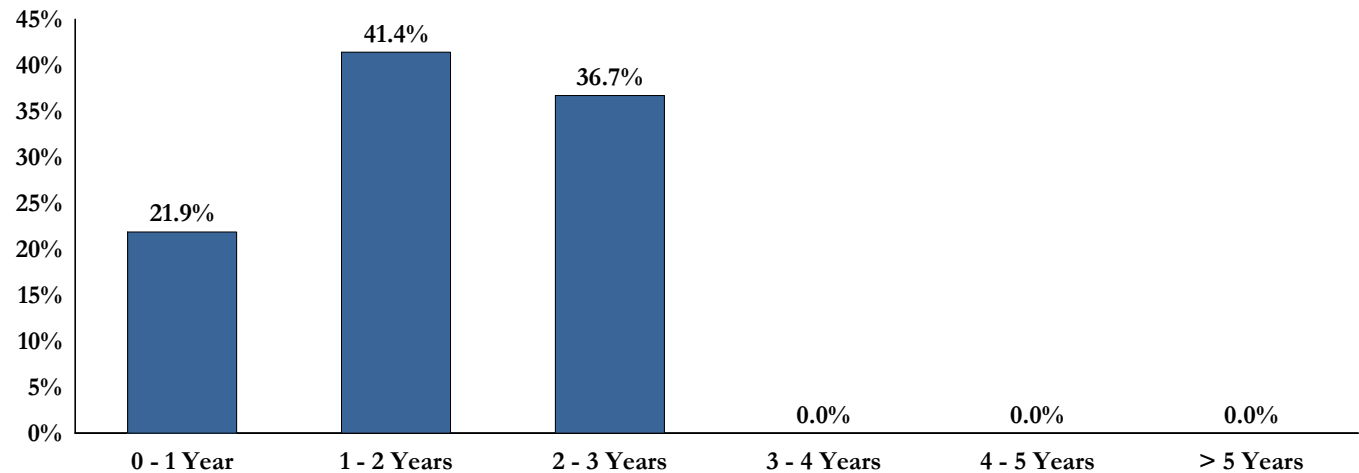
## Credit Quality (S&amp;P Ratings)



## Sector Allocation



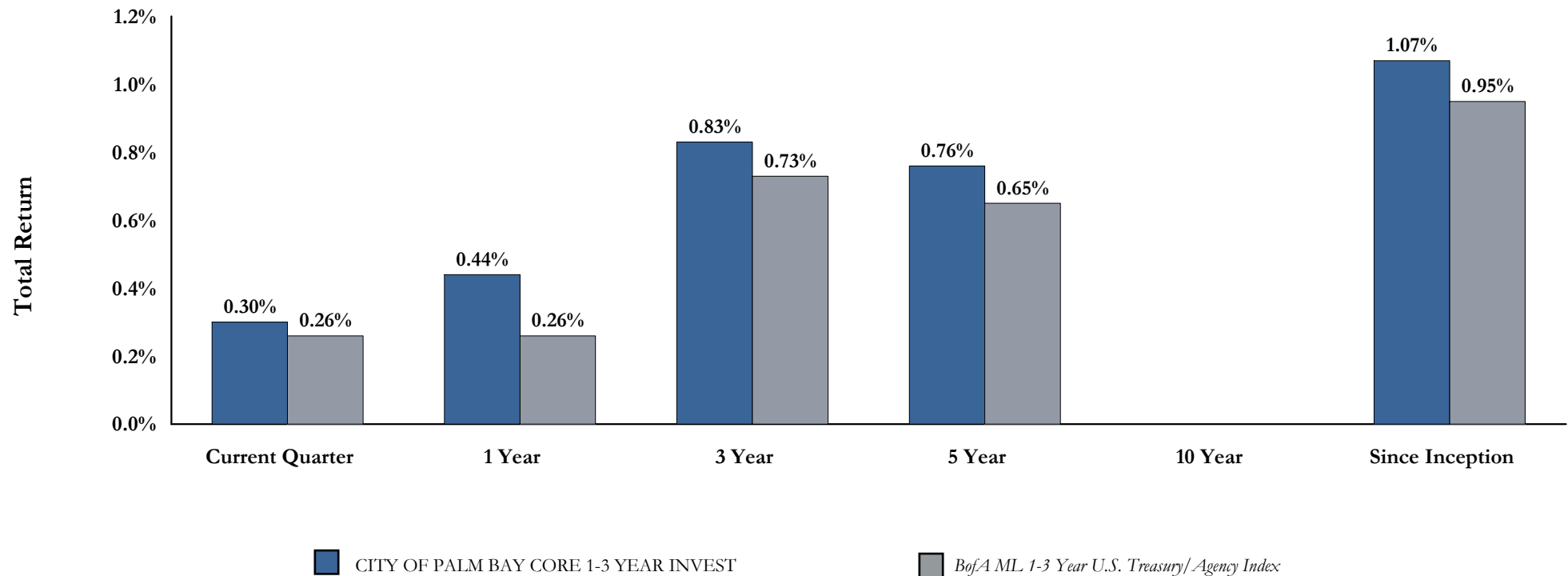
## Maturity Distribution



\* An average of each security's credit rating assigned a numeric value and adjusted for its relative weighting in the portfolio.

## Portfolio Performance (Total Return)

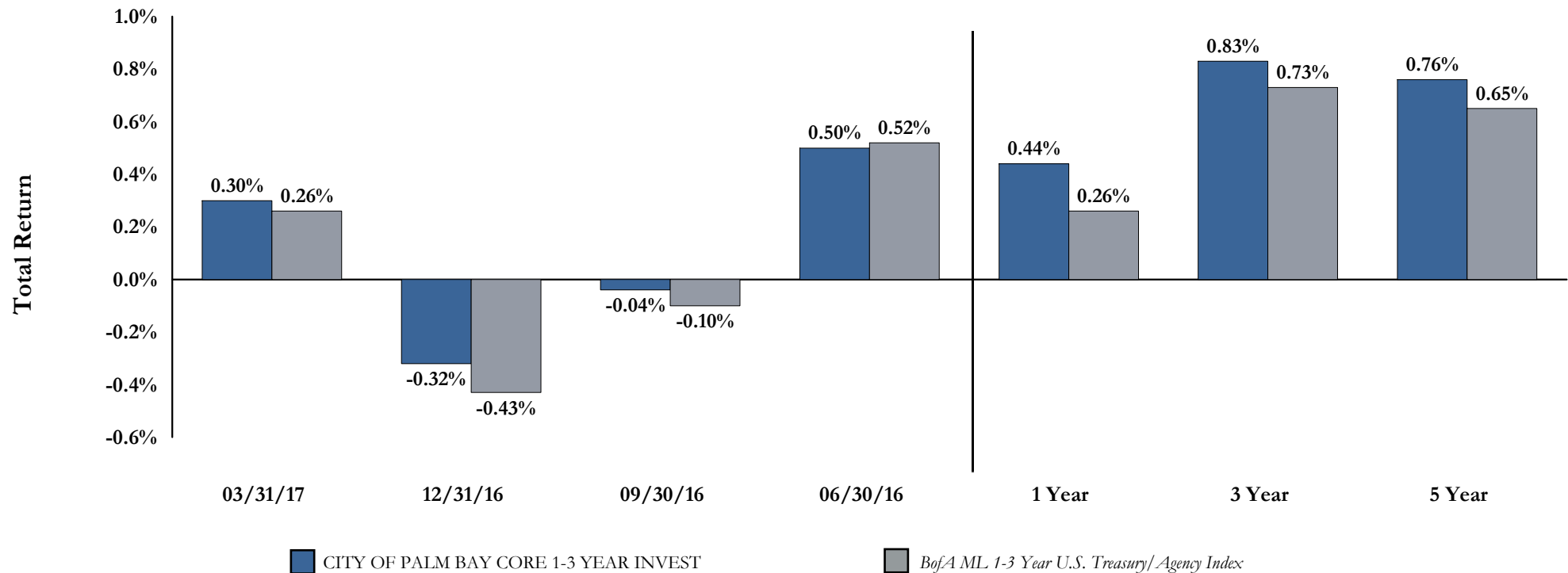
Portfolio/Benchmark	Effective Duration	Current Quarter	1 Year	Annualized Return			
				3 Year	5 Year	10 Year	Since Inception (09/30/09) **
CITY OF PALM BAY CORE 1-3 YEAR INVEST	1.70	0.30%	0.44%	0.83%	0.76%	-	1.07%
BofA ML 1-3 Year U.S. Treasury/Agency Index	1.81	0.26%	0.26%	0.73%	0.65%	-	0.95%
Difference		0.04%	0.18%	0.10%	0.11%	-	0.12%



Portfolio performance is gross of fees unless otherwise indicated. \*\*Since Inception performance is not shown for periods less than one year.

## Portfolio Performance (Total Return)

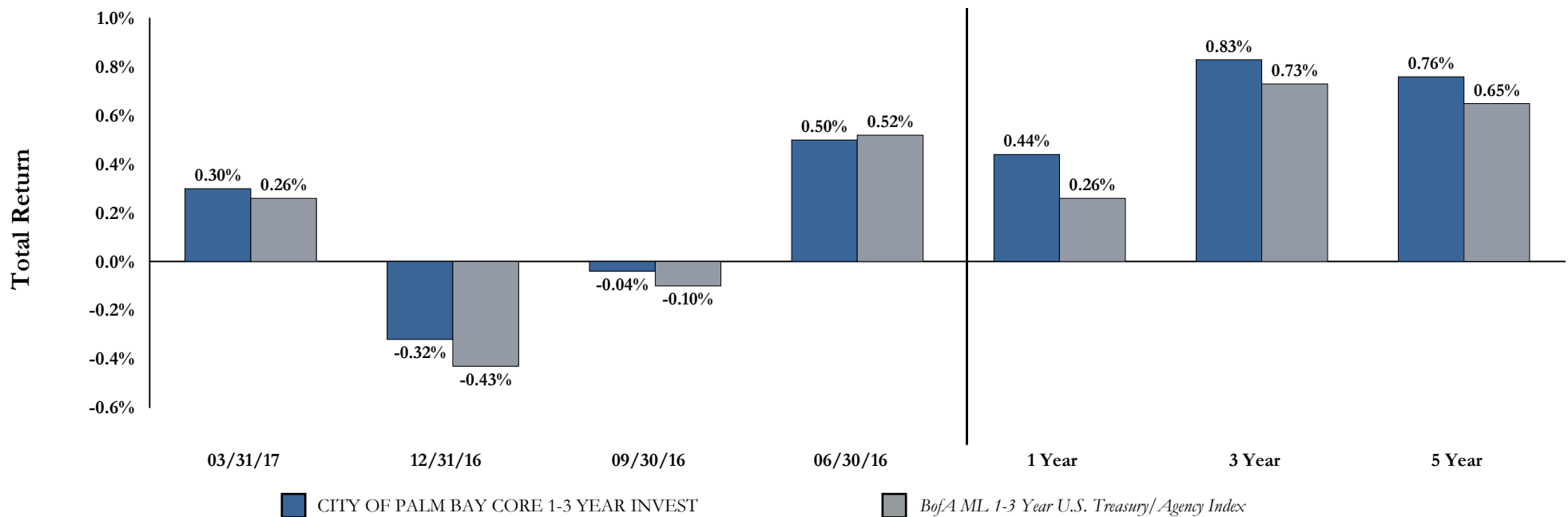
Portfolio/Benchmark	Effective Duration	Quarter Ended				1 Year	Annualized Return	
		03/31/17	12/31/16	09/30/16	06/30/16		3 Year	5 Year
CITY OF PALM BAY CORE 1-3 YEAR INVEST	1.70	0.30%	-0.32%	-0.04%	0.50%	0.44%	0.83%	0.76%
BofA ML 1-3 Year U.S. Treasury/Agency Index	1.81	0.26%	-0.43%	-0.10%	0.52%	0.26%	0.73%	0.65%
Difference		0.04%	0.11%	0.06%	-0.02%	0.18%	0.10%	0.11%



Portfolio performance is gross of fees unless otherwise indicated.

## Portfolio Performance (Total Return)

Portfolio/Benchmark	Effective Duration	Quarter Ended				1 Year	Annualized Return	
		03/31/17	12/31/16	09/30/16	06/30/16		3 Year	5 Year
CITY OF PALM BAY CORE 1-3 YEAR INVEST	1.70	0.30%	-0.32%	-0.04%	0.50%	0.44%	0.83%	0.76%
<i>Net of Fees **</i>	-	0.28%	-0.34%	-0.06%	0.48%	0.36%	0.75%	0.68%
<i>BofA ML 1-3 Year U.S. Treasury/Agency Index</i>	1.81	0.26%	-0.43%	-0.10%	0.52%	0.26%	0.73%	0.65%
<b>Difference (Gross)</b>		0.04%	0.11%	0.06%	-0.02%	0.18%	0.10%	0.11%
<b>Difference (Net)</b>		0.02%	0.09%	0.04%	-0.04%	0.10%	0.02%	0.03%



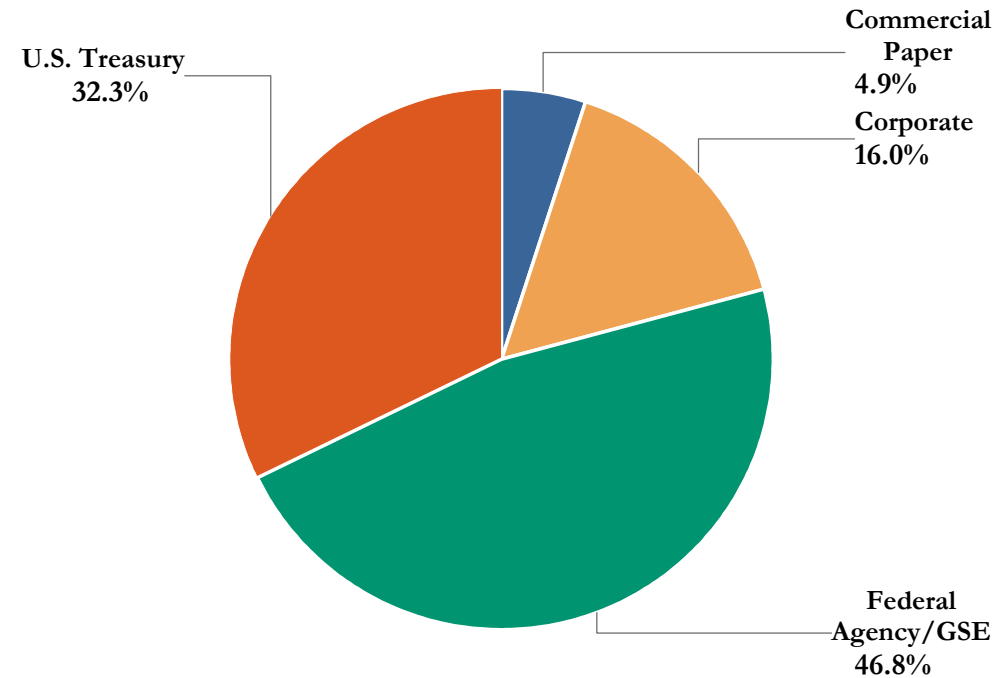
Portfolio performance is gross of fees unless otherwise indicated. \*\* Fees were calculated based on average assets during the period at the contractual rate.

**Portfolio Earnings**  
*Quarter-Ended March 31, 2017*

	Market Value Basis	Accrual (Amortized Cost) Basis
<b>Beginning Value (12/31/2016)</b>	\$15,091,361.83	\$15,140,674.10
<b>Net Purchases/Sales</b>	\$215,537.49	\$215,537.49
<b>Change in Value</b>	\$5,234.27	\$4,987.26
<b>Ending Value (03/31/2017)</b>	\$15,312,133.59	\$15,361,198.85
<b>Interest Earned</b>	\$40,283.60	\$40,283.60
<b>Portfolio Earnings</b>	\$45,517.87	\$45,270.86

**Sector Allocation***As of March 31, 2017*

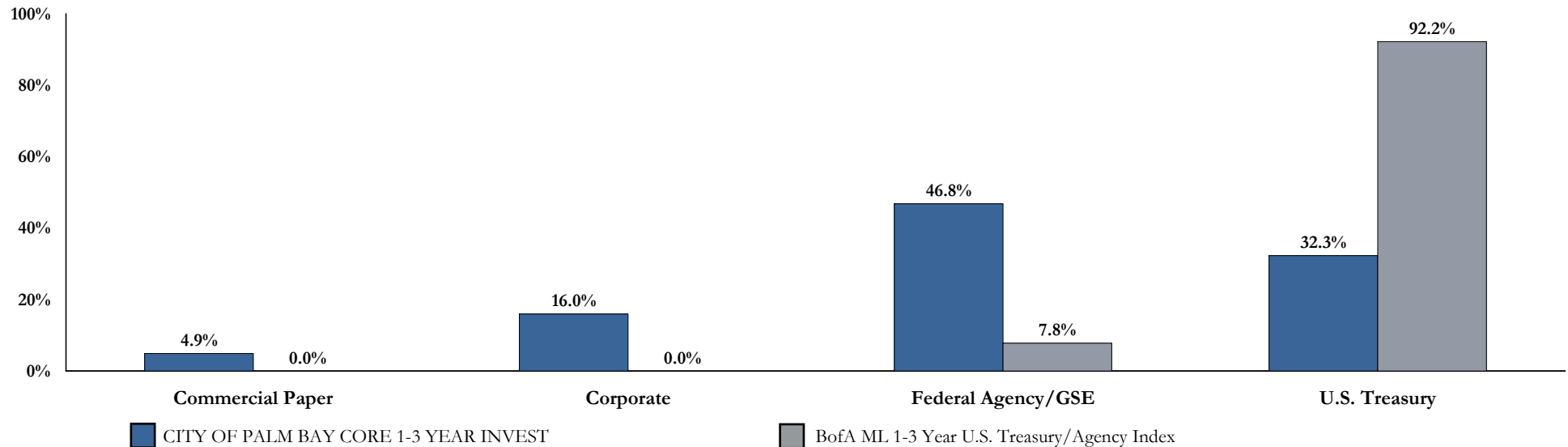
Sector	Market Value (\$)	% of Portfolio
Federal Agency/GSE	7,167,988	46.8%
U.S. Treasury	4,937,841	32.3%
Corporate	2,456,734	16.0%
Commercial Paper	749,571	4.9%
<b>Total</b>	<b>15,312,134</b>	<b>100.0%</b>

*Detail may not add to total due to rounding.*

## Sector Allocation

As of March 31, 2017

Sector	Market Value (\$)	% of Portfolio	% of Benchmark
Federal Agency/GSE	7,167,988	46.8%	7.8%
U.S. Treasury	4,937,841	32.3%	92.2%
Corporate	2,456,734	16.0%	-
Commercial Paper	749,571	4.9%	-
<b>Total</b>	<b>15,312,134</b>	<b>100.0%</b>	<b>100.0%</b>



Detail may not add to total due to rounding.



## Sector Allocation

Sector	March 31, 2017		December 31, 2016		September 30, 2016		June 30, 2016	
	MV (\$MM)	% of Total	MV (\$MM)	% of Total	MV (\$MM)	% of Total	MV (\$MM)	% of Total
Federal Agency/GSE	7.2	46.8%	7.0	46.5%	7.1	47.3%	4.3	28.3%
U.S. Treasury	4.9	32.3%	5.2	34.1%	4.6	30.6%	7.7	51.0%
Corporate	2.5	16.0%	2.2	14.4%	2.2	14.4%	2.4	15.9%
Commercial Paper	0.7	4.9%	0.7	5.0%	0.9	5.9%	0.4	3.0%
Municipal	0.0	0.0%	0.0	0.0%	0.3	1.8%	0.3	1.8%
<b>Total</b>	<b>\$15.3</b>	<b>100.0%</b>	<b>\$15.1</b>	<b>100.0%</b>	<b>\$15.1</b>	<b>100.0%</b>	<b>\$15.1</b>	<b>100.0%</b>

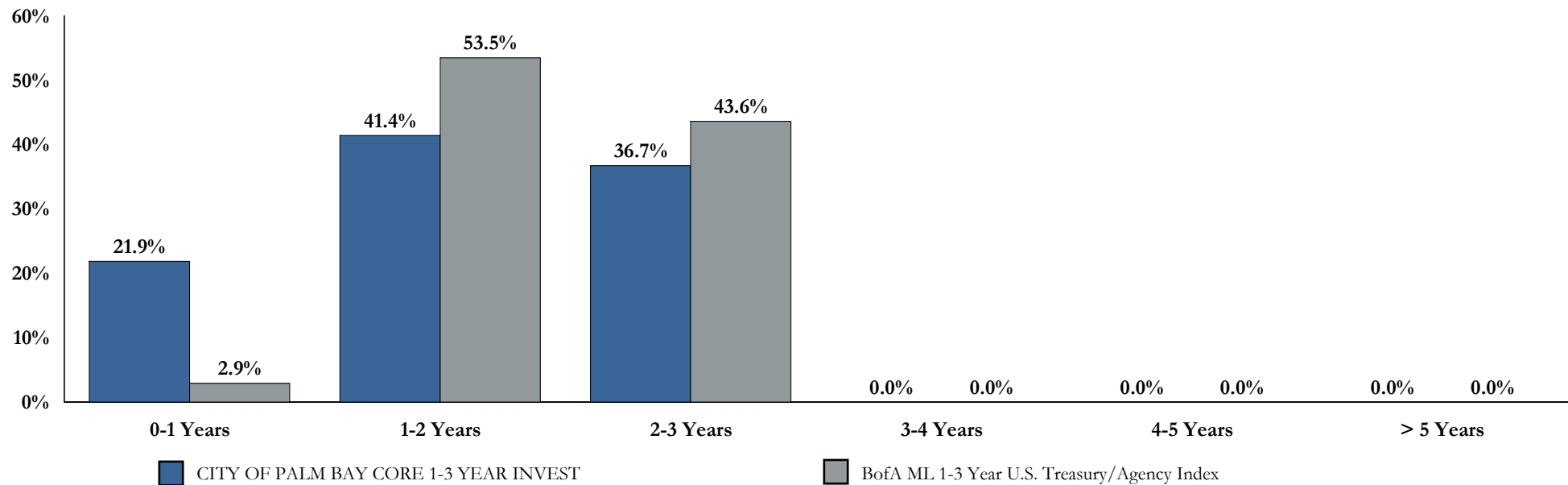


*Detail may not add to total due to rounding.*

## Maturity Distribution

*As of March 31, 2017*

Portfolio/Benchmark	Yield at Market	Average Maturity	0-1 Years	1-2 Years	2-3 Years	3-4 Years	4-5 Years	>5 Years
CITY OF PALM BAY CORE 1-3 YEAR INVEST	1.33%	1.74 yrs	21.9%	41.4%	36.7%	0.0%	0.0%	0.0%
BofA ML 1-3 Year U.S. Treasury/Agency Index	1.28%	1.94 yrs	2.9%	53.5%	43.6%	0.0%	0.0%	0.0%

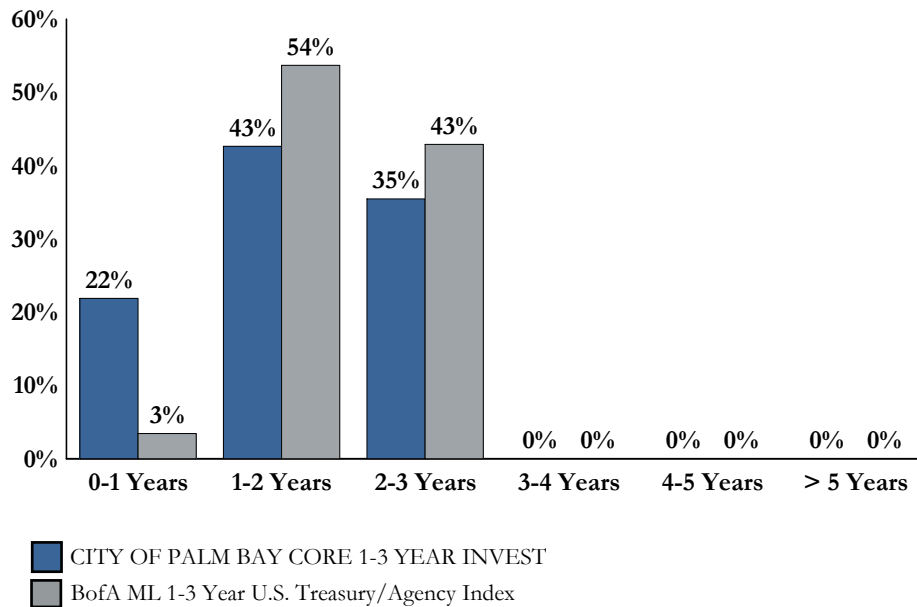


## Duration Distribution

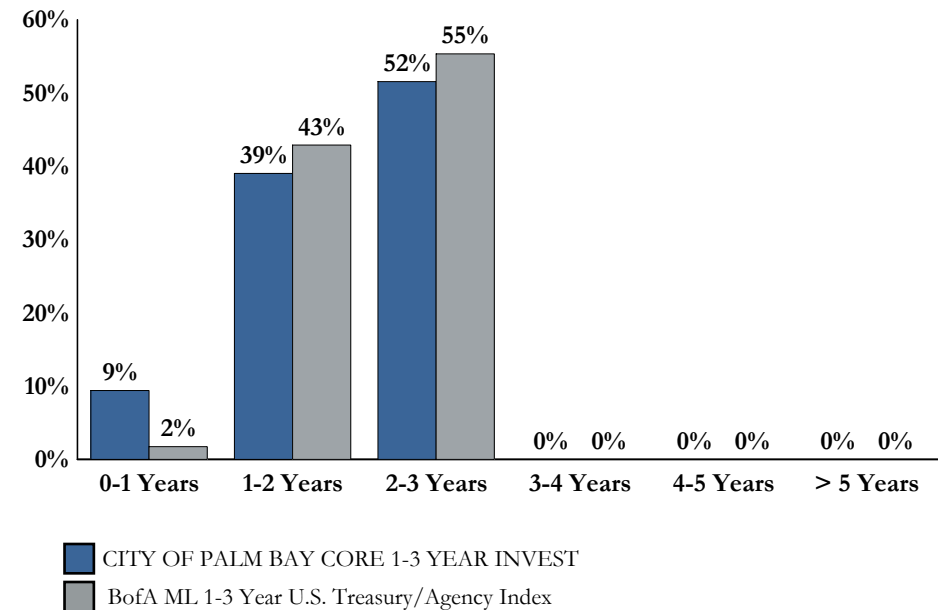
As of March 31, 2017

Portfolio / Benchmark	Effective Duration	0-1 YEARS	1-2 YEARS	2-3 YEARS	3-4 YEARS	4-5 YEARS	> 5 YEARS
CITY OF PALM BAY CORE 1-3 YEAR INVEST	1.70	21.88%	42.65%	35.47%	0.00%	0.00%	0.00%
BofA ML 1-3 Year U.S. Treasury/Agency Index	1.81	3.44%	53.68%	42.88%	0.00%	0.00%	0.00%

Distribution by Effective Duration



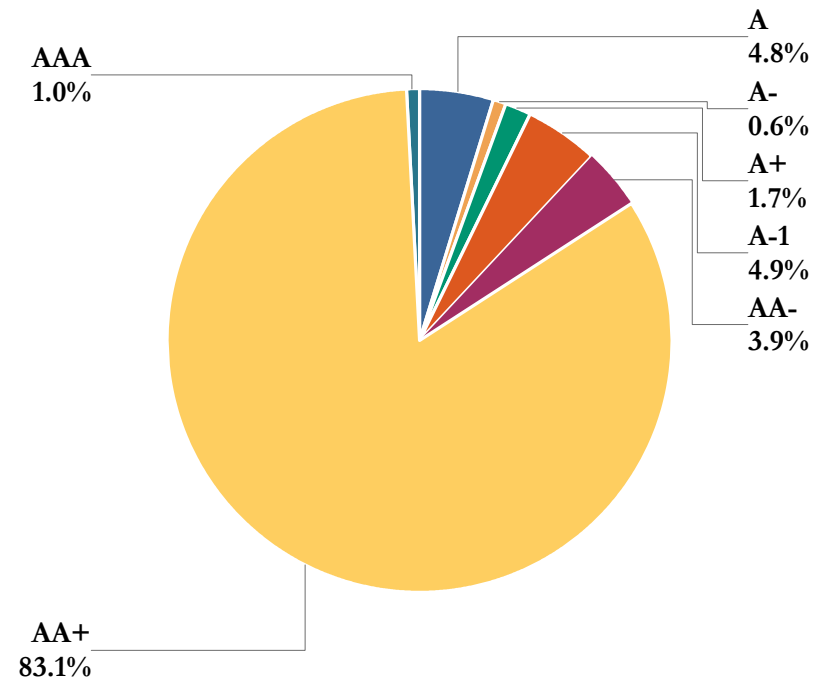
Contribution to Portfolio Duration



### Credit Quality

As of March 31, 2017

S&P Rating	Market Value (\$)	% of Portfolio
AA+	\$12,723,449	83.1%
A-1	\$749,571	4.9%
A	\$740,348	4.8%
AA-	\$599,321	3.9%
A+	\$260,246	1.7%
AAA	\$149,063	1.0%
A-	\$90,136	0.6%
<b>Totals</b>	<b>\$15,312,134</b>	<b>100.0%</b>



*Detail may not add to total due to rounding.*

## Issuer Distribution

As of March 31, 2017

Issuer	Market Value (\$)	% of Portfolio	Top 5 = 82.1%	Top 10 = 93.9%
UNITED STATES TREASURY	4,937,841	32.2%		
FEDERAL HOME LOAN BANKS	4,116,983	26.9%		
FANNIE MAE	2,565,569	16.8%		
FREDDIE MAC	485,435	3.2%		
IBM CORP	474,341	3.1%		
JP MORGAN CHASE & CO	449,817	2.9%		
EXXON MOBIL CORP	449,640	2.9%		
HSBC HOLDINGS PLC	300,150	2.0%		
BANK OF NEW YORK CO INC	299,945	2.0%		
BNP PARIBAS	299,754	2.0%		
AMERICAN HONDA FINANCE	260,246	1.7%		
APPLE INC	167,980	1.1%		
MICROSOFT CORP	149,063	1.0%		
TOYOTA MOTOR CORP	124,980	0.8%		
DEERE & COMPANY	110,186	0.7%		
AMERICAN EXPRESS CO	90,136	0.6%		
THE WALT DISNEY CORPORATION	30,067	0.2%		
<b>Grand Total:</b>	<b>15,312,134</b>	<b>100.0%</b>		

## Sector/Issuer Distribution

As of March 31, 2017

Sector / Issuer	Market Value (\$)	% of Sector	% of Total Portfolio
<b>Commercial Paper</b>			
BNP PARIBAS	299,754	40.0%	2.0%
JP MORGAN CHASE & CO	449,817	60.0%	2.9%
<b>Sector Total</b>	<b>749,571</b>	<b>100.0%</b>	<b>4.9%</b>
<b>Corporate</b>			
AMERICAN EXPRESS CO	90,136	3.7%	0.6%
AMERICAN HONDA FINANCE	260,246	10.6%	1.7%
APPLE INC	167,980	6.8%	1.1%
BANK OF NEW YORK CO INC	299,945	12.2%	2.0%
DEERE & COMPANY	110,186	4.5%	0.7%
EXXON MOBIL CORP	449,640	18.3%	2.9%
HSBC HOLDINGS PLC	300,150	12.2%	2.0%
IBM CORP	474,341	19.3%	3.1%
MICROSOFT CORP	149,063	6.1%	1.0%
THE WALT DISNEY CORPORATION	30,067	1.2%	0.2%
TOYOTA MOTOR CORP	124,980	5.1%	0.8%
<b>Sector Total</b>	<b>2,456,734</b>	<b>100.0%</b>	<b>16.0%</b>
<b>Federal Agency/GSE</b>			
FANNIE MAE	2,565,569	35.8%	16.8%

## CITY OF PALM BAY CORE 1-3 YEAR INVEST

## Portfolio Composition

Sector / Issuer	Market Value (\$)	% of Sector	% of Total Portfolio
FEDERAL HOME LOAN BANKS	4,116,983	57.4%	26.9%
FREDDIE MAC	485,435	6.8%	3.2%
<b>Sector Total</b>	<b>7,167,988</b>	<b>100.0%</b>	<b>46.8%</b>
<b>U.S. Treasury</b>			
UNITED STATES TREASURY	4,937,841	100.0%	32.2%
<b>Sector Total</b>	<b>4,937,841</b>	<b>100.0%</b>	<b>32.2%</b>
<b>Portfolio Total</b>	<b>15,312,134</b>	<b>100.0%</b>	<b>100.0%</b>



## Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield at Market	Realized G/L (BV)
<b>BUY</b>									
1/3/17	1/5/17	500,000	912828H52	US TREASURY NOTES	1.25%	1/31/20	498,738.11	1.51%	
1/3/17	1/6/17	60,000	24422ETM1	JOHN DEERE CAPITAL CORP	1.65%	10/15/18	59,961.00	1.69%	
1/30/17	2/6/17	50,000	594918BV5	MICROSOFT CORP	1.85%	2/6/20	49,966.50	1.87%	
2/1/17	2/3/17	500,000	912828J50	UNITED STATES TREASURY NOTES	1.37%	2/29/20	499,954.90	1.58%	
2/13/17	2/16/17	65,000	02665WBM2	AMERICAN HONDA FINANCE	2.00%	2/14/20	64,907.70	2.05%	
2/24/17	2/28/17	150,000	3135G0T29	FNMA NOTES	1.50%	2/28/20	149,904.00	1.52%	
2/28/17	3/3/17	90,000	0258M0EE5	AMERICAN EXPRESS CREDIT CORP NOTES	2.20%	3/3/20	89,906.40	2.24%	
3/1/17	3/6/17	30,000	25468PDP8	WALT DISNEY COMPANY CORP NOTES	1.95%	3/4/20	29,992.20	1.96%	
3/10/17	3/15/17	50,000	24422ETQ2	JOHN DEERE CAPITAL CORP CORP NOTES	2.20%	3/13/20	49,961.00	2.23%	
<b>Total BUY</b>		<b>1,495,000</b>					<b>1,493,291.81</b>		
<b>INTEREST</b>									
1/3/17	1/3/17	0	MONEY0002	MONEY MARKET FUND			258.34		
1/12/17	1/12/17	125,000	89236TCA1	TOYOTA MOTOR CREDIT CORP NOTE	1.45%	1/12/18	906.25		
1/16/17	1/16/17	115,000	3130AAE46	FHLB NOTES	1.25%	1/16/19	151.74		
1/19/17	1/19/17	300,000	3137EAE81	FHLMC REFERENCE NOTE	0.87%	7/19/19	1,305.21		
1/28/17	1/28/17	675,000	3135G0H63	FNMA BENCHMARK NOTE	1.37%	1/28/19	4,640.63		
1/31/17	1/31/17	500,000	912828H52	US TREASURY NOTES	1.25%	1/31/20	3,125.00		
2/1/17	2/1/17	0	MONEY0002	MONEY MARKET FUND			14.50		
2/2/17	2/2/17	250,000	3135G0N33	FNMA BENCHMARK NOTE	0.87%	8/2/19	1,093.75		
2/4/17	2/4/17	170,000	037833CB4	APPLE INC CORP NOTES	1.10%	8/2/19	935.00		
2/5/17	2/5/17	450,000	3130A8Y72	FHLB GLOBAL NOTE	0.87%	8/5/19	1,979.69		
2/5/17	2/5/17	250,000	3130A8Y72	FHLB GLOBAL NOTE	0.87%	8/5/19	1,099.83		
2/6/17	2/6/17	475,000	459200HZ7	IBM CORP NOTES	1.12%	2/6/18	2,671.88		

## CITY OF PALM BAY CORE 1-3 YEAR INVEST

Portfolio Activity

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield at Market	Realized G/L (BV)
2/7/17	2/7/17	820,000	3130A8PK3	FHLB NOTES	0.62%	8/7/18	2,562.50		
2/7/17	2/7/17	400,000	3130A8PK3	FHLB NOTES	0.62%	8/7/18	1,250.00		
2/8/17	2/8/17	100,000	594918BN3	MICROSOFT CORP NOTES	1.10%	8/8/19	550.00		
2/26/17	2/26/17	525,000	3135G0J53	FNMA BENCHMARK NOTE	1.00%	2/26/19	2,625.00		
2/26/17	2/26/17	550,000	3135G0J53	FNMA BENCHMARK NOTE	1.00%	2/26/19	2,750.00		
2/28/17	2/28/17	500,000	912828J50	UNITED STATES TREASURY NOTES	1.37%	2/29/20	3,437.50		
2/28/17	2/28/17	430,000	3135G0P49	FNMA NOTES	1.00%	8/28/19	2,102.22		
3/1/17	3/1/17	0	MONEY0002	MONEY MARKET FUND			12.76		
3/5/17	3/5/17	300,000	40428HPQ9	HSBC USA CORP NOTES	1.70%	3/5/18	2,550.00		
3/6/17	3/6/17	450,000	30231GAL6	EXXON MOBIL CORP NOTES	1.30%	3/6/18	2,936.25		
3/13/17	3/13/17	195,000	02665WAT8	AMERICAN HONDA FINANCE CORP NOTES	1.50%	3/13/18	1,462.50		
3/26/17	3/26/17	600,000	3130A9EP2	FHLB GLOBAL NOTES	1.00%	9/26/19	3,000.00		
3/31/17	3/31/17	1,060,000	912828UU2	US TREASURY NOTES	0.75%	3/31/18	3,975.00		
<b>Total INTEREST</b>		<b>9,240,000</b>					<b>47,395.55</b>		

## SELL

1/3/17	1/6/17	60,000	912828WD8	US TREASURY NOTES	1.25%	10/31/18	60,206.78	1.19%	(35.67)
1/3/17	1/5/17	500,000	912828UU2	US TREASURY NOTES	0.75%	3/31/18	499,436.81	1.01%	264.39
2/1/17	2/3/17	490,000	912828UU2	US TREASURY NOTES	0.75%	3/31/18	490,085.40	0.96%	488.73
2/1/17	2/3/17	10,000	912828UU2	US TREASURY NOTES	0.75%	3/31/18	10,001.74	0.96%	4.78
2/13/17	2/16/17	65,000	02665WAT8	AMERICAN HONDA FINANCE CORP NOTES	1.50%	3/13/18	65,503.43	1.37%	120.72
2/24/17	2/28/17	150,000	912828J50	UNITED STATES TREASURY NOTES	1.37%	2/29/20	149,724.61	1.44%	606.65
<b>Total SELL</b>		<b>1,275,000</b>					<b>1,274,958.77</b>		<b>1,449.60</b>

## Quarterly Portfolio Transactions

Tran. Type	Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield	Realized G/L (BV)
INTEREST	1/3/17	1/3/17	0.00	MONEY0002	MONEY MARKET FUND			258.34		
BUY	1/3/17	1/5/17	500,000.00	912828H52	US TREASURY NOTES	1.25%	1/31/20	(498,738.11)	1.51%	
SELL	1/3/17	1/5/17	500,000.00	912828UU2	US TREASURY NOTES	0.75%	3/31/18	499,436.81	1.01%	264.39
BUY	1/3/17	1/6/17	60,000.00	24422ETM1	JOHN DEERE CAPITAL CORP	1.65%	10/15/18	(59,961.00)	1.69%	
SELL	1/3/17	1/6/17	60,000.00	912828WD8	US TREASURY NOTES	1.25%	10/31/18	60,206.78	1.19%	(35.67)
INTEREST	1/12/17	1/12/17	125,000.00	89236TCA1	TOYOTA MOTOR CREDIT CORP NOTE	1.45%	1/12/18	906.25		
INTEREST	1/16/17	1/16/17	115,000.00	3130AAE46	FHLB NOTES	1.25%	1/16/19	151.74		
INTEREST	1/19/17	1/19/17	300,000.00	3137EAEB1	FHLMC REFERENCE NOTE	0.87%	7/19/19	1,305.21		
INTEREST	1/28/17	1/28/17	675,000.00	3135G0H63	FNMA BENCHMARK NOTE	1.37%	1/28/19	4,640.63		
BUY	1/30/17	2/6/17	50,000.00	594918BV5	MICROSOFT CORP	1.85%	2/6/20	(49,966.50)	1.87%	
INTEREST	1/31/17	1/31/17	500,000.00	912828H52	US TREASURY NOTES	1.25%	1/31/20	3,125.00		
INTEREST	2/1/17	2/1/17	0.00	MONEY0002	MONEY MARKET FUND			14.50		
BUY	2/1/17	2/3/17	500,000.00	912828J50	UNITED STATES TREASURY NOTES	1.37%	2/29/20	(499,954.90)	1.58%	
SELL	2/1/17	2/3/17	490,000.00	912828UU2	US TREASURY NOTES	0.75%	3/31/18	490,085.40	0.96%	488.73
SELL	2/1/17	2/3/17	10,000.00	912828UU2	US TREASURY NOTES	0.75%	3/31/18	10,001.74	0.96%	4.78
INTEREST	2/2/17	2/2/17	250,000.00	3135G0N33	FNMA BENCHMARK NOTE	0.87%	8/2/19	1,093.75		
INTEREST	2/4/17	2/4/17	170,000.00	037833CB4	APPLE INC CORP NOTES	1.10%	8/2/19	935.00		
INTEREST	2/5/17	2/5/17	450,000.00	3130A8Y72	FHLB GLOBAL NOTE	0.87%	8/5/19	1,979.69		
INTEREST	2/5/17	2/5/17	250,000.00	3130A8Y72	FHLB GLOBAL NOTE	0.87%	8/5/19	1,099.83		
INTEREST	2/6/17	2/6/17	475,000.00	459200HZ7	IBM CORP NOTES	1.12%	2/6/18	2,671.88		

For the Quarter Ended March 31, 2017

## CITY OF PALM BAY CORE 1-3 YEAR INVEST

Portfolio Activity

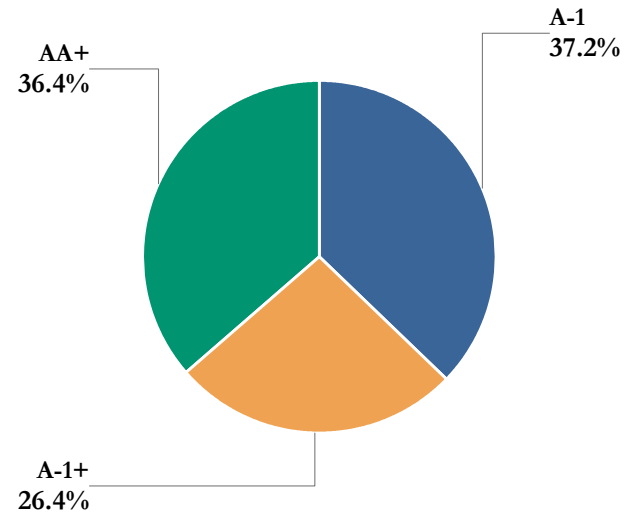
Tran. Type	Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield	Realized G/L (BV)
INTEREST	2/7/17	2/7/17	820,000.00	3130A8PK3	FHLB NOTES	0.62%	8/7/18	2,562.50		
INTEREST	2/7/17	2/7/17	400,000.00	3130A8PK3	FHLB NOTES	0.62%	8/7/18	1,250.00		
INTEREST	2/8/17	2/8/17	100,000.00	594918BN3	MICROSOFT CORP NOTES	1.10%	8/8/19	550.00		
BUY	2/13/17	2/16/17	65,000.00	02665WBM2	AMERICAN HONDA FINANCE	2.00%	2/14/20	(64,907.70)	2.05%	
SELL	2/13/17	2/16/17	65,000.00	02665WAT8	AMERICAN HONDA FINANCE CORP NOTES	1.50%	3/13/18	65,503.43	1.37%	120.72
BUY	2/24/17	2/28/17	150,000.00	3135G0T29	FNMA NOTES	1.50%	2/28/20	(149,904.00)	1.52%	
SELL	2/24/17	2/28/17	150,000.00	912828J50	UNITED STATES TREASURY NOTES	1.37%	2/29/20	149,724.61	1.44%	606.65
INTEREST	2/26/17	2/26/17	525,000.00	3135G0J53	FNMA BENCHMARK NOTE	1.00%	2/26/19	2,625.00		
INTEREST	2/26/17	2/26/17	550,000.00	3135G0J53	FNMA BENCHMARK NOTE	1.00%	2/26/19	2,750.00		
INTEREST	2/28/17	2/28/17	500,000.00	912828J50	UNITED STATES TREASURY NOTES	1.37%	2/29/20	3,437.50		
INTEREST	2/28/17	2/28/17	430,000.00	3135G0P49	FNMA NOTES	1.00%	8/28/19	2,102.22		
BUY	2/28/17	3/3/17	90,000.00	0258M0EE5	AMERICAN EXPRESS CREDIT CORP NOTES	2.20%	3/3/20	(89,906.40)	2.24%	
INTEREST	3/1/17	3/1/17	0.00	MONEY0002	MONEY MARKET FUND			12.76		
BUY	3/1/17	3/6/17	30,000.00	25468PDP8	WALT DISNEY COMPANY CORP NOTES	1.95%	3/4/20	(29,992.20)	1.96%	
INTEREST	3/5/17	3/5/17	300,000.00	40428HPQ9	HSBC USA CORP NOTES	1.70%	3/5/18	2,550.00		
INTEREST	3/6/17	3/6/17	450,000.00	30231GAL6	EXXON MOBIL CORP NOTES	1.30%	3/6/18	2,936.25		
BUY	3/10/17	3/15/17	50,000.00	24422ETQ2	JOHN DEERE CAPITAL CORP CORP NOTES	2.20%	3/13/20	(49,961.00)	2.23%	
INTEREST	3/13/17	3/13/17	195,000.00	02665WAT8	AMERICAN HONDA FINANCE CORP NOTES	1.50%	3/13/18	1,462.50		
INTEREST	3/26/17	3/26/17	600,000.00	3130A9EP2	FHLB GLOBAL NOTES	1.00%	9/26/19	3,000.00		
INTEREST	3/31/17	3/31/17	1,060,000.00	912828UU2	US TREASURY NOTES	0.75%	3/31/18	3,975.00		
<b>TOTALS</b>								<b>(170,937.49)</b>		<b>1,449.60</b>

## Portfolio Statistics

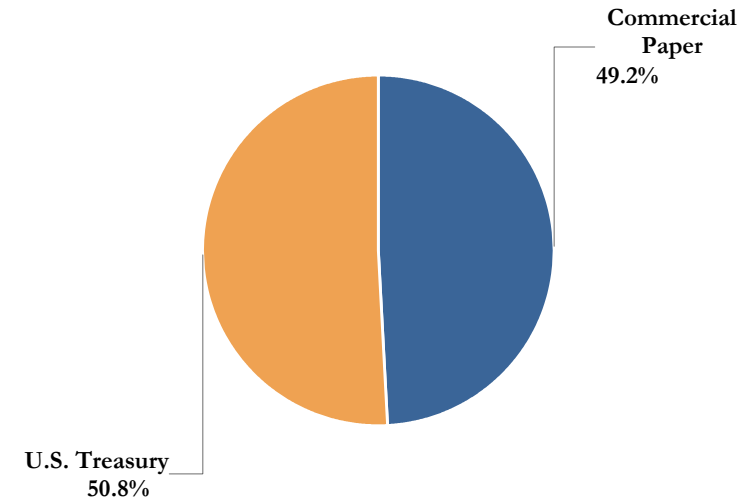
As of March 31, 2017

Par Value:	10,050,000
Total Market Value:	10,038,688
Security Market Value:	10,033,905
Accrued Interest:	4,783
Cash:	-
PFM	-
Amortized Cost:	10,034,646
Yield at Market:	0.98%
Yield at Cost:	1.01%
Effective Duration:	0.35 Years
Duration to Worst:	0.35 Years
Average Maturity:	0.36 Years
Average Credit: **	AA
Benchmark Eff. Yield:	0.71%

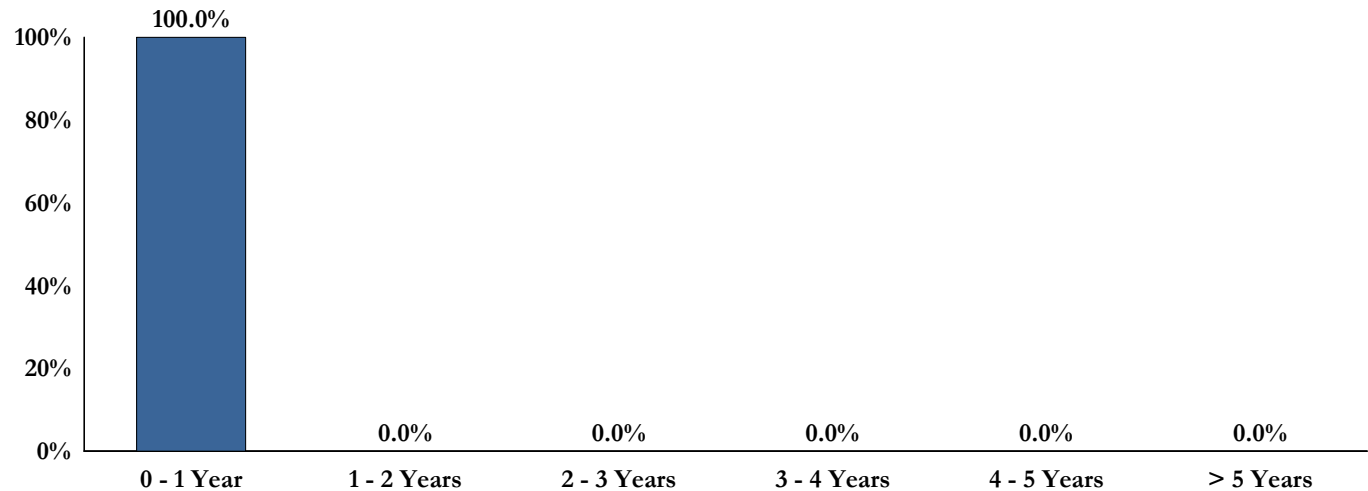
## Credit Quality (S&amp;P Ratings)



## Sector Allocation



## Maturity Distribution



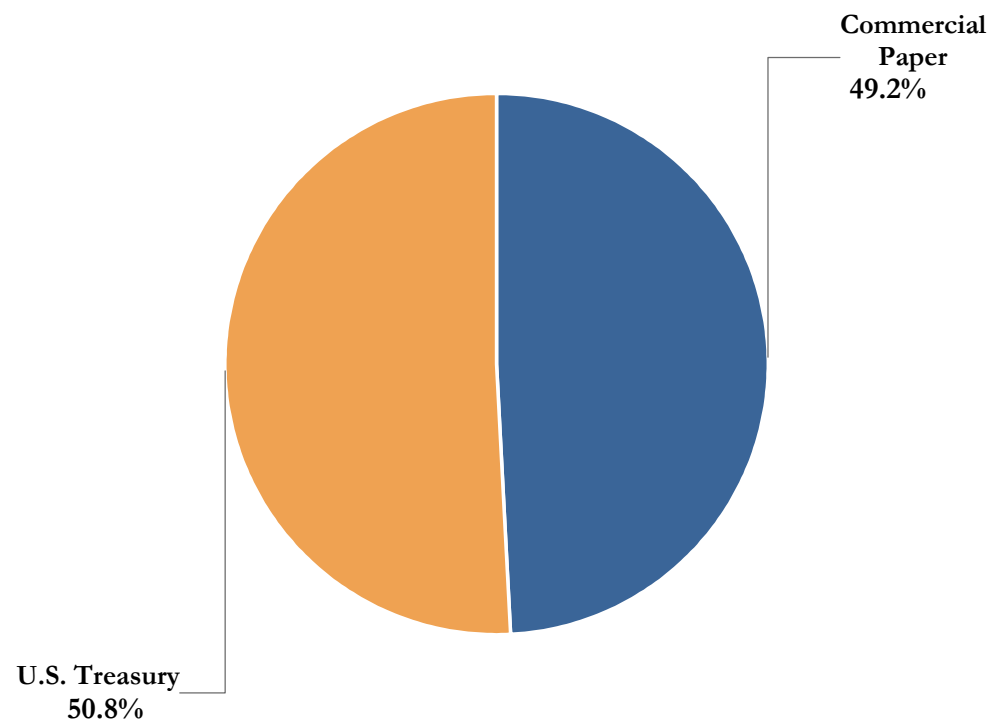
\* An average of each security's credit rating assigned a numeric value and adjusted for its relative weighting in the portfolio.

**Portfolio Earnings**  
*Quarter-Ended March 31, 2017*

	<u>Market Value Basis</u>	<u>Accrual (Amortized Cost) Basis</u>
<b>Beginning Value (12/31/2016)</b>	\$10,173,703.30	\$10,172,596.08
<b>Net Purchases/Sales</b>	(\$153,870.61)	(\$153,870.61)
<b>Change in Value</b>	\$14,071.96	\$15,920.29
<b>Ending Value (03/31/2017)</b>	\$10,033,904.65	\$10,034,645.76
<b>Interest Earned</b>	\$9,039.14	\$9,039.14
<b>Portfolio Earnings</b>	\$23,111.10	\$24,959.43

**Sector Allocation***As of March 31, 2017*

Sector	Market Value (\$)	% of Portfolio
U.S. Treasury	5,099,007	50.8%
Commercial Paper	4,934,898	49.2%
Total	10,033,905	100.0%

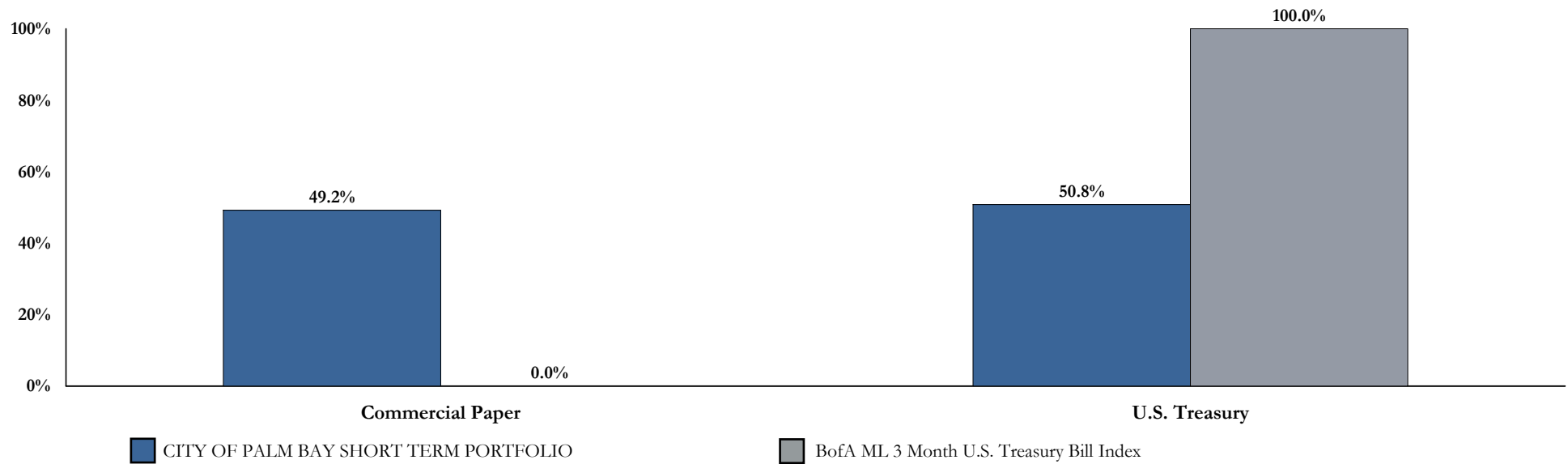
*Detail may not add to total due to rounding.*



## Sector Allocation

As of March 31, 2017

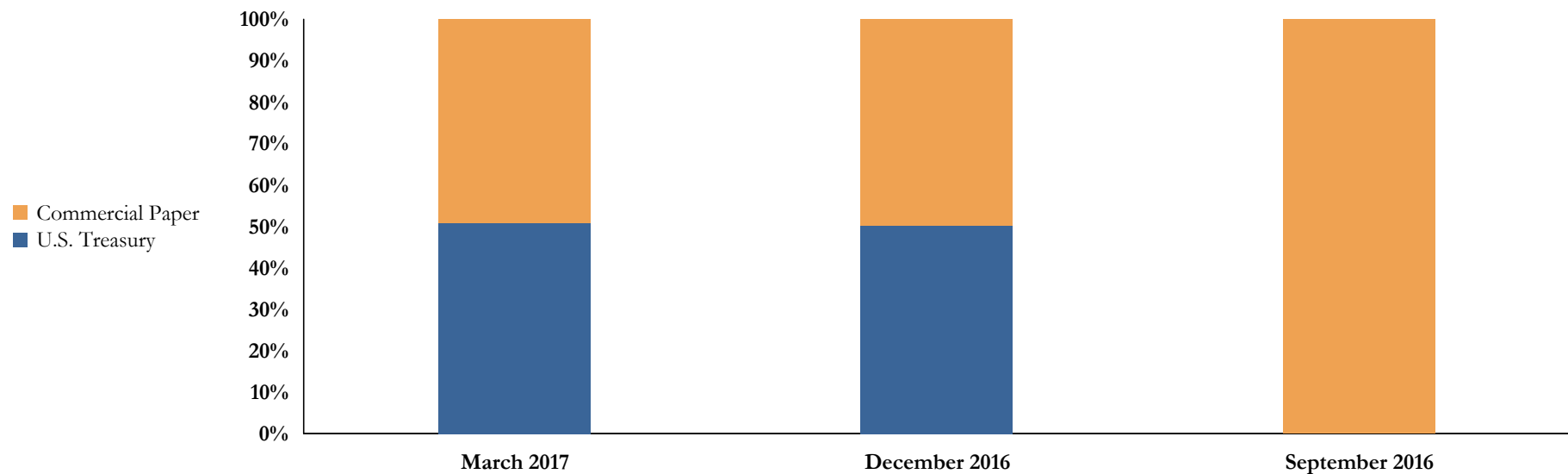
Sector	Market Value (\$)	% of Portfolio	% of Benchmark
U.S. Treasury	5,099,007	50.8%	100.0%
Commercial Paper	4,934,898	49.2%	-
<b>Total</b>	<b>10,033,905</b>	<b>100.0%</b>	<b>100.0%</b>



Detail may not add to total due to rounding.

## Sector Allocation

Sector	March 31, 2017		December 31, 2016		September 30, 2016		June 30, 2016	
	MV (\$MM)	% of Total	MV (\$MM)	% of Total	MV (\$MM)	% of Total	MV (\$MM)	% of Total
U.S. Treasury	5.1	50.8%	5.1	50.1%	0.0	0.0%	0.0	0.0%
Commercial Paper	4.9	49.2%	5.1	49.9%	1.7	100.0%	0.0	0.0%
<b>Total</b>	<b>\$10.0</b>	<b>100.0%</b>	<b>\$10.2</b>	<b>100.0%</b>	<b>\$1.7</b>	<b>100.0%</b>	<b>\$0.0</b>	<b>0.0%</b>

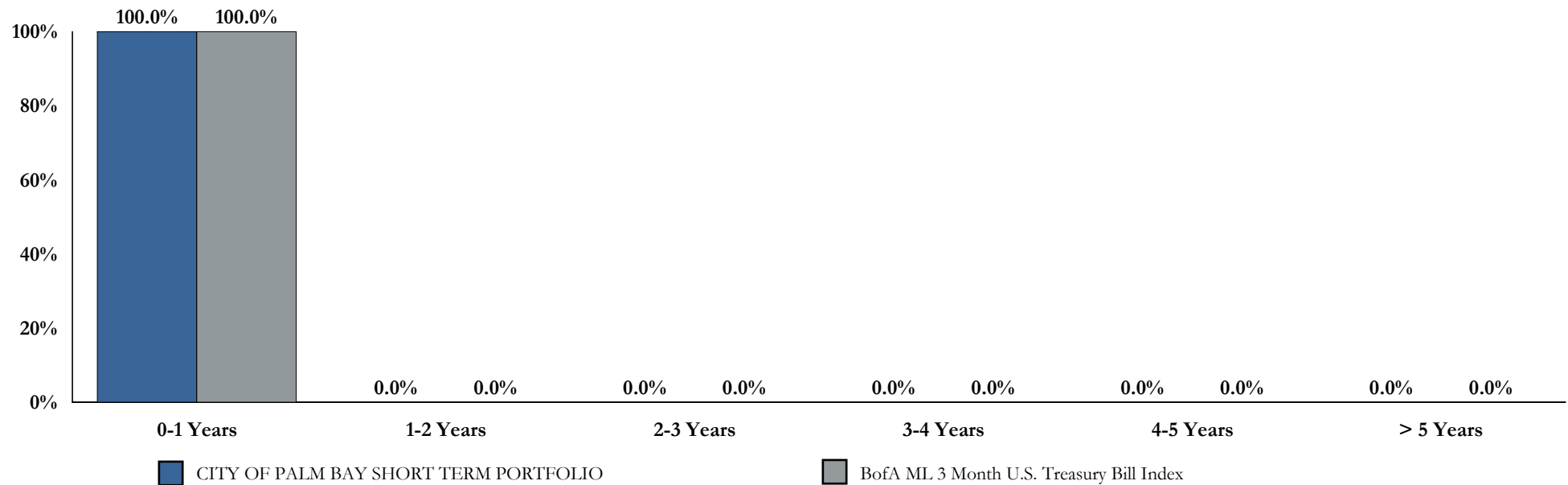


*Detail may not add to total due to rounding.*

## Maturity Distribution

*As of March 31, 2017*

Portfolio/Benchmark	Yield at Market	Average Maturity	0-1 Years	1-2 Years	2-3 Years	3-4 Years	4-5 Years	>5 Years
CITY OF PALM BAY SHORT TERM PORTFOLIO	0.98%	0.36 yrs	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%
BofA ML 3 Month U.S. Treasury Bill Index	0.75%	0.25 yrs	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%

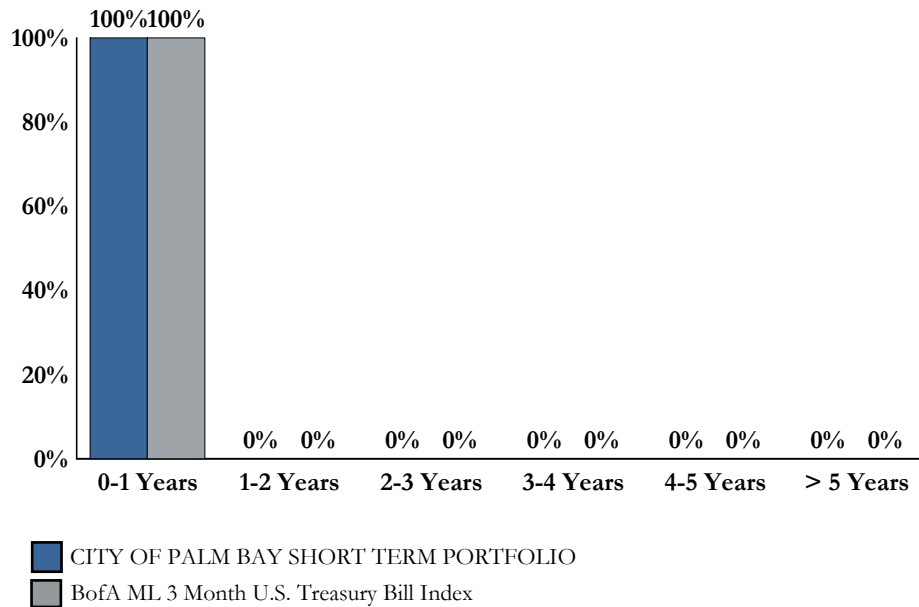


## Duration Distribution

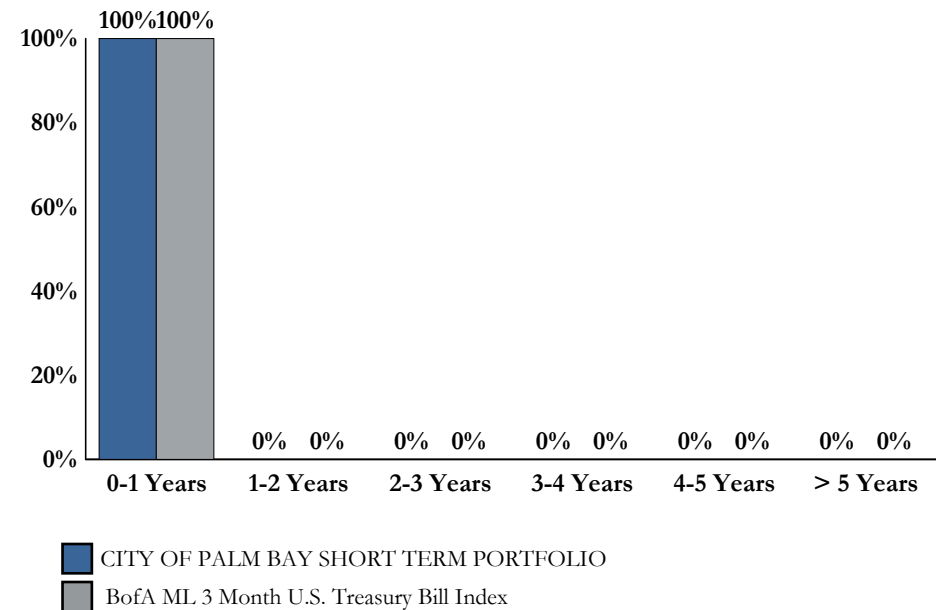
*As of March 31, 2017*

Portfolio / Benchmark	Effective Duration	0-1 YEARS	1-2 YEARS	2-3 YEARS	3-4 YEARS	4-5 YEARS	> 5 YEARS
CITY OF PALM BAY SHORT TERM PORTFOLIO	0.35	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%
BofA ML 3 Month U.S. Treasury Bill Index	0.15	100.00%	0.00%	0.00%	0.00%	0.00%	0.00%

Distribution by Effective Duration

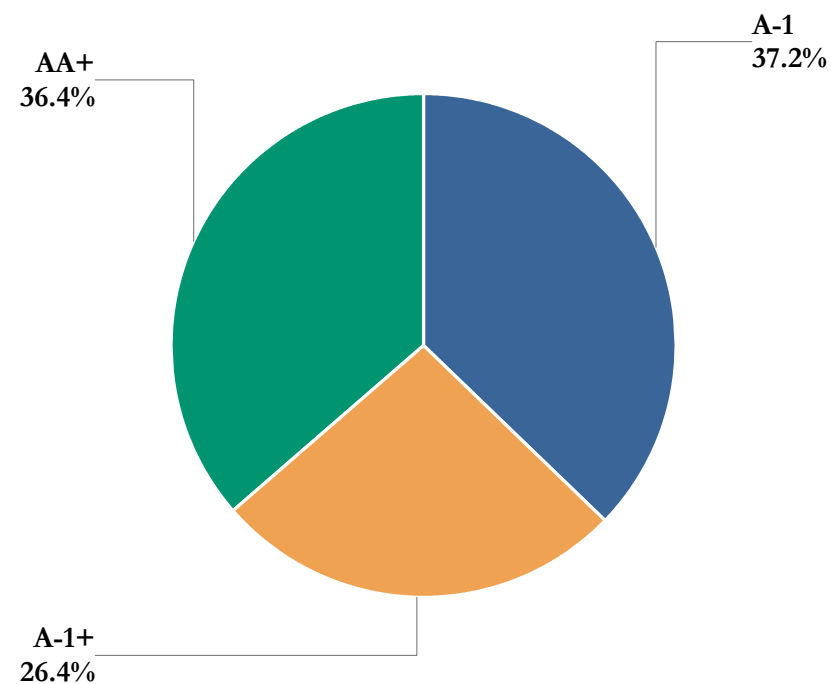


Contribution to Portfolio Duration



**Credit Quality**  
*As of March 31, 2017*

S&P Rating	Market Value (\$)	% of Portfolio
A-1	\$3,736,772	37.2%
AA+	\$3,651,126	36.4%
A-1+	\$2,646,007	26.4%
Totals	\$10,033,905	100.0%



*Detail may not add to total due to rounding.*

**Issuer Distribution***As of March 31, 2017*

Issuer	Market Value (\$)	% of Portfolio
UNITED STATES TREASURY	5,099,007	50.8%
CREDIT AGRICOLE SA	1,396,996	13.9%
MITSUBISHI UFJ FINANCIAL GROUP INC	1,396,923	13.9%
TOYOTA MOTOR CORP	1,198,126	11.9%
BNP PARIBAS	596,309	5.9%
JP MORGAN CHASE & CO	346,544	3.5%
<b>Grand Total:</b>	<b>10,033,905</b>	<b>100.0%</b>

## Sector/Issuer Distribution

As of March 31, 2017

Sector / Issuer	Market Value (\$)	% of Sector	% of Total Portfolio
<b>Commercial Paper</b>			
BNP PARIBAS	596,309	12.1%	5.9%
CREDIT AGRICOLE SA	1,396,996	28.3%	13.9%
JP MORGAN CHASE & CO	346,544	7.0%	3.5%
MITSUBISHI UFJ FINANCIAL GROUP INC	1,396,923	28.3%	13.9%
TOYOTA MOTOR CORP	1,198,126	24.3%	11.9%
<b>Sector Total</b>	<b>4,934,898</b>	<b>100.0%</b>	<b>49.2%</b>
<b>U.S. Treasury</b>			
UNITED STATES TREASURY	5,099,007	100.0%	50.8%
<b>Sector Total</b>	<b>5,099,007</b>	<b>100.0%</b>	<b>50.8%</b>
<b>Portfolio Total</b>	<b>10,033,905</b>	<b>100.0%</b>	<b>100.0%</b>



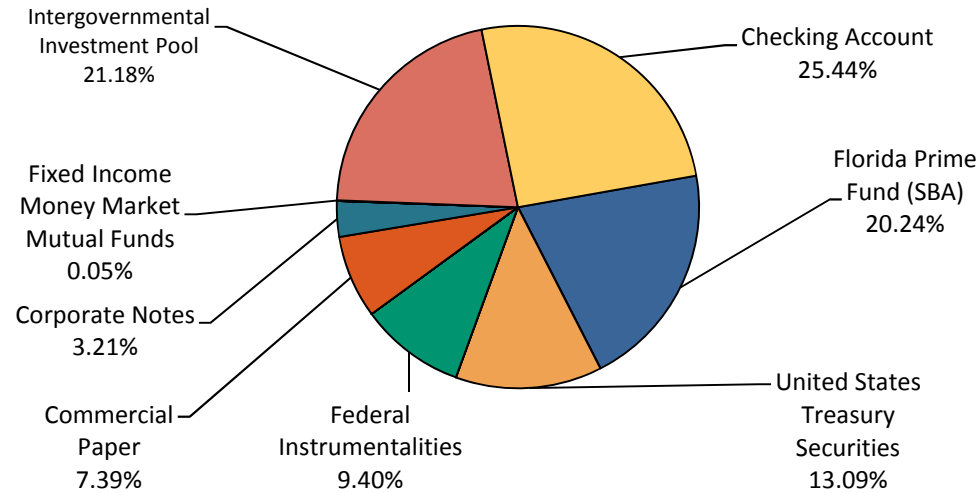
## Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield at Market	Realized G/L (BV)
<b>BUY</b>									
3/17/17	3/17/17	350,000	46640PZB2	JP MORGAN SECURITIES LLC COMM PAPER	0.00%	12/11/17	346,129.39	1.50%	
<b>Total BUY</b>		<b>350,000</b>					<b>346,129.39</b>		
<b>INTEREST</b>									
3/15/17	3/15/17	2,400,000	912828D98	US TREASURY N/B	1.00%	9/15/17	12,000.00		
<b>Total INTEREST</b>		<b>2,400,000</b>					<b>12,000.00</b>		
<b>MATURITY</b>									
2/28/17	2/28/17	500,000	09659BPU8	BNP PARIBAS NY BRANCH COMM PAPER	0.00%	2/28/17	500,000.00		0.00
<b>Total MATURITY</b>		<b>500,000</b>					<b>500,000.00</b>		<b>0.00</b>

## Quarterly Portfolio Transactions

Tran. Type	Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield	Realized G/L (BV)
MATURITY	2/28/17	2/28/17	500,000.00	09659BPU8	BNP PARIBAS NY BRANCH COMM PAPER	0.00%	2/28/17	500,000.00		0.00
INTEREST	3/15/17	3/15/17	2,400,000.00	912828D98	US TREASURY N/B	1.00%	9/15/17	12,000.00		
BUY	3/17/17	3/17/17	350,000.00	46640PZB2	JP MORGAN SECURITIES LLC COMM PAPER	0.00%	12/11/17	(346,129.39)	1.50%	
<b>TOTALS</b>								<b>165,870.61</b>		<b>0.00</b>

# Tab III



Security Type	Amortized Cost (Includes Interest)	Allocation Percentage	Notes	Permitted by Policy	In Compliance
Florida Prime Fund (SBA)	15,559,566.69	20.24%	2	25%	YES
United States Treasury Securities	10,060,956.74	13.09%		100%	YES
United States Government Agency Securities	-	0.00%		50%	YES
Federal Instrumentalities	7,226,346.88	9.40%	3	80%	YES
Mortgage-Backed Securities	-	0.00%	3	20%	YES
Certificates of Deposit or Savings Account	-	0.00%		40%	YES
Repurchase Agreements	-	0.00%		50%	YES
Commercial Paper	5,682,788.87	7.39%		25%	YES
Corporate Notes	2,464,367.67	3.21%		15%	YES
Bankers' Acceptances	-	0.00%		25%	YES
State and/or Local Government Debt	-	0.00%		20%	YES
Fixed Income Money Market Mutual Funds	38,324.44	0.05%		50%	YES
Intergovernmental Investment Pool	16,275,588.06	21.18%	2	25%	YES
Checking Account	19,550,711.34	25.44%	2	100%	YES

## Notes:

1. End of month trade-date amortized cost of portfolio holdings, including accrued interest.

2. Balances allocated by the City.

3. The combined total of Federal Instrumentalities and Mortgage Backed Securities can not be more than 80%. The combined total as of March 31, 2017 is 9.40%.

\* Does not include bond proceeds.

Individual Issuer Breakdown	Amortized Cost (Includes Interest)	Allocation Percentage	Notes	Permitted by Policy	In Compliance
Government National Mortgage Association (GNMA)	-	0.00%		25%	YES
Federal Farm Credit Bank (FFCB)	-	0.00%		50%	YES
Federal Home Loan Bank (FHLB)	4,152,025.05	5.40%		50%	YES
Federal National Mortgage Association (FNMA)	2,581,999.34	3.36%		50%	YES
Federal Home Loan Mortgage Corporation (FHLMC)	492,322.49	0.64%		50%	YES
American Express Corporate Notes	90,062.76	0.12%		5%	YES
American Honda Finance Corporate Notes	260,135.80	0.34%		5%	YES
Apple, Inc. Corporate Notes	170,162.99	0.22%		5%	YES
Bank of New York Company Inc. Corporate Notes	301,709.37	0.39%		5%	YES
Exxon Mobil Corporation Corporate Notes	450,407.81	0.59%		5%	YES
HSBC Holdings plc Corporate Notes	300,701.13	0.39%		5%	YES
IBM Corporation Corporate Notes	475,402.02	0.62%		5%	YES
John Deere Capital Corporate Notes	110,209.95	0.14%		5%	YES
Microsoft Corporation Corporate Notes	150,190.37	0.20%		5%	YES
Toyota Motor Corporation Corporate Notes	125,352.47	0.16%		5%	YES
Walt Disney Corporate Notes	30,033.00	0.04%		5%	YES
Bank of Tokyo Mitsubishi Commercial Paper	1,396,374.00	1.82%		10%	YES
BNP Paribas Commercial Paper	895,894.33	1.17%		10%	YES
Credit Agricole Commercial Paper	1,396,546.66	1.82%		10%	YES
JP Morgan Chase & Company Commercial Paper	796,137.22	1.04%		10%	YES
Toyota Motor Corporation Commercial Paper	1,197,836.66	1.56%		10%	YES
Florida Education Investment Trust Fund	16,275,588.06	21.18%	2	30%	YES
Money Market Fund - US Bank	38,324.44	0.05%	2	100%	YES
Bank Account - Now Account	-	0.00%	2	100%	YES
JP Morgan Chase Account	19,550,711.34	25.44%	2	100%	YES

## Notes:

1. End of month trade-date amortized cost of portfolio holdings, including accrued interest.
  2. Balances allocated by the City.
- \* Does not include bond proceeds.

Portfolio Statistics (All Accounts)<sup>8</sup>

<u>Account Name</u>	<u>Amortized Cost<sup>1,2,3</sup></u>	<u>Amortized Cost<sup>1,2,3</sup></u>	<u>Market Value<sup>1,2,3</sup></u>	<u>Market Value<sup>1,2,3</sup></u>	<u>Duration (Years)</u>
	<u>March 31, 2017</u>	<u>December 31, 2016</u>	<u>March 31, 2017</u>	<u>December 31, 2016</u>	<u>March 31, 2017</u>
Investment Portfolio	\$15,433,356	\$15,178,823	\$15,384,290	\$15,129,511	1.70
Short Term Portfolio	10,036,429	10,180,340	10,038,688	10,181,447	0.35
Florida Prime <sup>7</sup>	15,559,567	15,521,375	15,559,567	15,521,375	60 days
US Bank Money Market Account	33,700	38,254	33,700	38,254	0.003
Florida Education Investment Trust Fund <sup>7</sup>	16,275,588	16,602,888	16,275,588	16,602,888	51 days
SunTrust Bank Now Account	0	400,803	0	400,803	0.003
JP Morgan Chase Checking Account	19,550,711	18,342,953	19,550,711	18,342,953	0.003
<b>Total Assets</b>	<b>\$76,889,351.16</b>	<b>\$76,265,435.85</b>	<b>\$76,842,544.56</b>	<b>\$76,217,230.80</b>	

<u>Account Name</u>	<u>Yield to Maturity</u>	<u>Yield to Maturity</u>	<u>Yield to Maturity at</u>	<u>Yield to Maturity</u>	<u>Duration (Years)</u>
	<u>at Cost<sup>4, 5</sup></u>	<u>at Cost<sup>4, 5</sup></u>	<u>Market<sup>5</sup></u>	<u>at Market<sup>5</sup></u>	<u>December 31, 2016</u>
	<u>March 31, 2017</u>	<u>December 31, 2016</u>	<u>March 31, 2017</u>	<u>December 31, 2016</u>	
Investment Portfolio	1.17%	1.12%	1.33%	1.26%	1.80
Short Term Investment Portfolio	0.98%	1.00%	1.01%	0.96%	0.57
Florida Prime <sup>7</sup>	1.03%	0.90%	1.03%	0.90%	50 days
US Bank Money Market Account	0.36%	0.20%	0.36%	0.20%	0.003
Florida Education Investment Trust Fund <sup>7</sup>	0.98%	0.73%	0.98%	0.73%	44 days
SunTrust Bank Now Account	0.04%	0.04%	0.04%	0.04%	0.003
JP Morgan Chase Checking Account	N/A	N/A	N/A	N/A	0.003
<b>Weighted Average Yield</b>	<b>0.78%</b>	<b>0.70%</b>	<b>0.81%</b>	<b>0.72%</b>	

<u>Benchmarks</u>	<u>March 31, 2017</u>	<u>December 31, 2016</u>
S&P Rated GIP Index Government 30 Day Yield <sup>6</sup>	0.67%	0.51%

## Notes:

1. On a trade-date basis, including accrued interest.
2. In order to comply with GASB accrual accounting reporting requirements; forward settling trades are included in the monthly balances.
3. Includes cash in custody account.
4. Past performance is not indicative of future results.
5. Month end yields.
6. Month end yield, gross of fees. Source Standard & Poor's.
7. Seven day yield as of quarter end. The yields shown above represent past performance. Past performance is no guarantee of future results and yields may vary. The current fund performance may be higher or lower than that cited. The current seven-day yield does not include realized gains and losses on the sale of securities. The yields shown above may reflect fee waivers by service providers that subsidize and reduce the total operating expenses of the Funds. Fund yields would be lower if there were no such waivers.
8. Balances include Bond Proceeds.

## Important Disclosures

This material is based on information obtained from sources generally believed to be reliable and available to the public, however PFM Asset Management LLC cannot guarantee its accuracy, completeness or suitability. This material is for general information purposes only and is not intended to provide specific advice or a specific recommendation. All statements as to what will or may happen under certain circumstances are based on assumptions, some but not all of which are noted in the presentation. Assumptions may or may not be proven correct as actual events occur, and results may depend on events outside of your or our control. Changes in assumptions may have a material effect on results. Past performance does not necessarily reflect and is not a guaranty of future results. The information contained in this presentation is not an offer to purchase or sell any securities.

- Market values which include accrued interest, are derived from closing bid prices as of the last business day of the month as supplied by Interactive Data, Bloomberg or Telerate. Where prices are not available from generally recognized sources the securities are priced using a yield based matrix system to arrive at an estimated market value.
- In accordance with generally accepted accounting principles, information is presented on a trade date basis; forward settling purchases are included in the monthly balances and forward settling sales are excluded.
- Performance is presented in accordance with the CFA Institute's Global Investment Performance Standards (GIPS). Unless otherwise noted, performance is shown gross of fees. Quarterly returns are presented on an unannualized basis. Returns for periods greater than one year are presented on an annualized basis. Past performance is not indicative of future returns.
- Bank of America/Merrill Lynch Indices provided by Bloomberg Financial Markets.
- Money market fund/cash balances are included in performance and duration computations.
- Standard & Poor's is the source of the credit ratings. Distribution of credit rating is exclusive of money market fund/LGIP holdings.
- Callable securities in portfolio are included in the maturity distribution analysis to their stated maturity date, although they may be called prior to maturity.
- MBS maturities are represented by expected average life.



## Glossary

- **ACCRUED INTEREST:** Interest that is due on a bond or other fixed income security since the last interest payment was made.
- **AGENCIES:** Federal agency securities and/or Government-sponsored enterprises.
- **AMORTIZED COST:** The original cost of the principal of the security is adjusted for the amount of the periodic reduction of any discount or premium from the purchase date until the date of the report. Discount or premium with respect to short term securities (those with less than one year to maturity at time of issuance) is amortized on a straight line basis. Such discount or premium with respect to longer term securities is amortized using the constant yield basis.
- **BANKERS' ACCEPTANCE:** A draft or bill of exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the insurer.
- **COMMERCIAL PAPER:** An unsecured obligation issued by a corporation or bank to finance its short-term credit needs, such as accounts receivable and inventory.
- **CONTRIBUTION TO DURATION:** Represents each sector or maturity range's relative contribution to the overall duration of the portfolio measured as a percentage weighting. Since duration is a key measure of interest rate sensitivity, the contribution to duration measures the relative amount or contribution of that sector or maturity range to the total rate sensitivity of the portfolio.
- **DURATION TO WORST:** A measure of the sensitivity of a security's price to a change in interest rates, stated in years, computed from cash flows to the maturity date or to the put date, whichever results in the highest yield to the investor.
- **EFFECTIVE DURATION:** A measure of the sensitivity of a security's price to a change in interest rates, stated in years.
- **EFFECTIVE YIELD:** The total yield an investor receives in relation to the nominal yield or coupon of a bond. Effective yield takes into account the power of compounding on investment returns, while nominal yield does not.
- **FDIC:** Federal Deposit Insurance Corporation. A federal agency that insures bank deposits to a specified amount.
- **INTEREST RATE:** Interest per year divided by principal amount, expressed as a percentage.
- **MARKET VALUE:** The value that would be received or paid for an investment in an orderly transaction between market participants at the measurement date.
- **MATURITY:** The date upon which the principal or stated value of an investment becomes due and payable.
- **NEGOTIABLE CERTIFICATES OF DEPOSIT:** A CD with a very large denomination, usually \$1 million or more that can be traded in secondary markets.
- **PAR VALUE:** The nominal dollar face amount of a security.

## Glossary

- **PASS THROUGH SECURITY:** A security representing pooled debt obligations that passes income from debtors to its shareholders. The most common type is the mortgage-backed security.
- **REPURCHASE AGREEMENTS:** A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date.
- **SETTLE DATE:** The date on which the transaction is settled and monies/securities are exchanged. If the settle date of the transaction occurs on a non-business day (i.e. coupon payments and maturity proceeds), the funds are exchanged on the next business day.
- **TRADE DATE:** The date on which the transaction occurred however the final consummation of the security transaction and payment has not yet taken place.
- **UNSETTLED TRADE:** A trade which has been executed however the final consummation of the security transaction and payment has not yet taken place.
- **U.S. TREASURY:** The department of the U.S. government that issues Treasury securities.
- **YIELD:** The rate of return based on the current market value, the annual interest receipts, maturity value and the time period remaining until maturity, stated as a percentage, on an annualized basis.
- **YTM AT COST:** The yield to maturity at cost is the expected rate of return, based on the original cost, the annual interest receipts, maturity value and the time period from purchase date to maturity, stated as a percentage, on an annualized basis.
- **YTM AT MARKET:** The yield to maturity at market is the rate of return, based on the current market value, the annual interest receipts, maturity value and the time period remaining until maturity, stated as a percentage, on an annualized basis.



## LEGISLATIVE MEMORANDUM

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

**FROM:** Gregg Lynk, City Manager

**DATE:** May 18, 2017

**RE:** March 2017 Monthly Financial Report

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

Attached for your information is the monthly financial report which will provide you with an overview of the City's financial activities in March 2017. March is the 6<sup>th</sup> month of the fiscal year and represents 50% of the annual budget.

### MARCH 2017 CASH & INVESTMENTS HIGHLIGHTS

#### General Fund

Total General Fund cash and investments are up \$2,357,290 or 16.7% from the same period last year. General Fund Cash & Investments at 3/31/17 totaled \$16,507,877.

From its primary General Fund revenue source, the City has received through March 31st, \$23.5 million or 89% of the budgeted Ad Valorem Taxes for FY17. Ad Valorem Taxes budgeted for FY17 is \$26.4 million. An additional \$38,196.63 in delinquent ad valorem tax revenue was received through March 31st.

#### Road Maintenance Fund

In FY17 a total of \$1,711,364 is budgeted for transfer from the General Fund into the Road Maintenance CIP Fund. As of March 31st, \$1,532,216 has been transferred from ad valorem taxes are received by the City. An additional \$53,806 has been transferred into the Road Maintenance Funds from property sales through March 31, 2017.

#### Citywide

The City's total cash and investments portfolio, increased by \$9,264,333, or 13.5%, from March 2016 to March 2017.

#### REQUESTING DEPARTMENT:

Finance Department

#### FISCAL IMPACT:

None

#### RECOMMENDATION:

Motion to acknowledge receipt of the March 2017 Financial Report

Attachment: 1) March 31, 2017 Monthly Financial Report

YM/ab

**CITY OF PALM BAY, FLORIDA**  
**MONTHLY FINANCIAL REPORT (UNAUDITED)**  
**MARCH 2017**



The City of Palm Bay, Florida's (the "City") monthly financial report presents an overview and analysis of the City's financial activities during the month of March 2017. March is the sixth month of the fiscal year and represents 50% of the annual budget.

**Financial Report Summary**

- Citywide revenues of \$83.1 million are at 48.1% of the annual budget. Citywide expenditures of \$71.6 million are at 41.5% of the annual budget. Traditionally revenue collections are two months in arrears. For this reason, certain revenues for grants and other governmental resources are accrued at year end to reflect the period in which it represents.
- Citywide cash and investments increased by \$9.3 million, or 13.5%, in comparison to the prior year.
- In October 2015, the City refunded the 2006 Sales Tax Bonds. The 2015 Sales Tax Bond proceeds and its use in the defeasance of the 2006 Bonds are included in FY16 citywide revenues and expenditures in the chart below.

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❖ Utilities Fund	
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❖ Building Fund	
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Cash & Fund Equity	Page 15

Citywide - Cash & Investments		Citywide - Revenues		Citywide - Expenditures	
3/31/2017	\$ 77,728,513.57	3/31/2017	\$ 83,094,219.44	3/31/2017	\$ 71,648,245.53
3/31/2016	68,464,181.04	3/31/2016	92,402,647.82	3/31/2016	88,762,894.61
Increase	13.5% \$ 9,264,332.53	Decrease	-10.1% \$ (9,308,428.38)	Decrease	-19.3% \$ (17,114,649.08)

- General Fund revenues of \$37.3 million are at 55% of the annual budget. This is an increase of \$2.36 million, or 6.7%, in comparison to the prior year.
- General Fund expenditures of \$31.3 million are at 46% of the annual budget. This is an increase of \$1.71 million, or 5.8%, in comparison to the prior year.
- General Fund cash and investments increased by \$2.36 million, or 16.7%, in comparison to the prior year. Of this increased General Fund cash, \$800,000 is reserved.

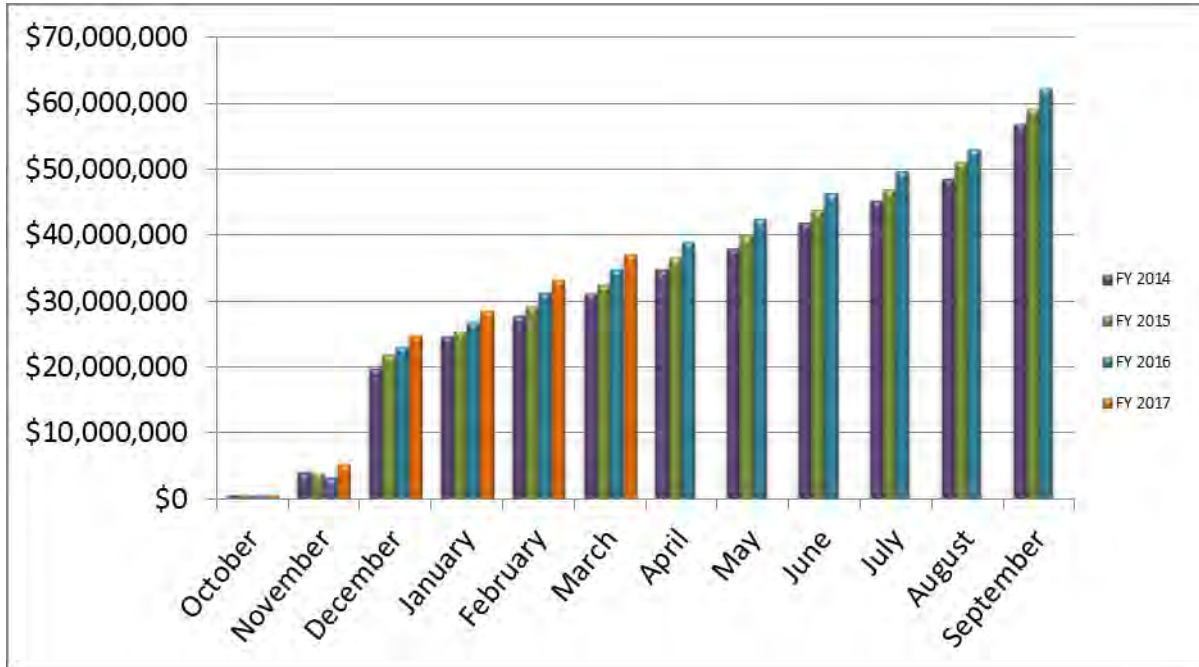
General Fund - Cash & Investments		General Fund - Revenues		General Fund - Expenditures	
3/31/2017	\$ 16,507,876.53	3/31/2017	\$ 37,328,703.95	3/31/2017	\$ 31,305,918.13
3/31/2016	14,150,586.58	3/31/2016	34,973,395.26	3/31/2016	29,600,815.67
Increase	16.7% \$ 2,357,289.95	Increase	6.7% \$ 2,355,308.69	Increase	5.8% \$ 1,705,102.46

The General Fund is the City's primary operating fund and is used to account for all resources except those that are required to be accounted for in another fund. The following information depicts the history of the revenues and expenditures for the General Fund from fiscal years 2014 to 2017.

*This report contains unaudited information. If you have any questions or comments on the financial reports, please contact Yvonne McDonald, Finance Director or Ruth Chapman, Assistant Finance Director.*

## General Fund Revenues – At a Glance March 2017

### General Fund Revenues-YTD



### FY2017 YTD Change in GF Revenues as Compared to Prior Year

	Prior YTD	Current YTD	Percent Change	Annual Budget
Ad Valorem Taxes	\$ 21,560,481	\$ 23,492,160	9.0%	\$ 26,426,410
Local Option Fuel Tax (1)	1,132,876	1,282,949	13.2%	3,822,462
Utility Service Taxes	2,830,770	2,838,728	0.3%	8,305,000
Communication Service Tax (2)	972,984	862,799	-11.3%	2,683,536
Franchise Fees	1,662,499	1,560,692	-6.1%	5,399,000
State Shared Revenues	1,269,881	1,295,283	2.0%	4,327,372
Half Cent Sales Tax	1,935,728	2,116,422	9.3%	6,107,351
Licenses and Permits	539,288	533,561	-1.1%	607,500
Grants and Other Entitlements (3)	143,272	530,461	270.2%	1,007,796
Charges for Services	1,322,131	1,387,095	4.9%	3,159,561
Fines and Forfeitures (4)	214,193	165,869	-22.6%	414,500
Interest, Rents & Other Revenues (5)	334,560	296,028	-11.5%	541,534
Interfund Transfers & Capital Leases	1,054,731	966,659	-8.4%	1,835,914
Fund Balance	-	-	0.0%	2,942,034
	<b>\$ 34,973,395</b>	<b>\$ 37,328,704</b>	<b>6.7%</b>	<b>\$ 67,579,970</b>

(1) Increase primarily due to higher year-to-date collection of Local Option Fuel Tax in FY17.

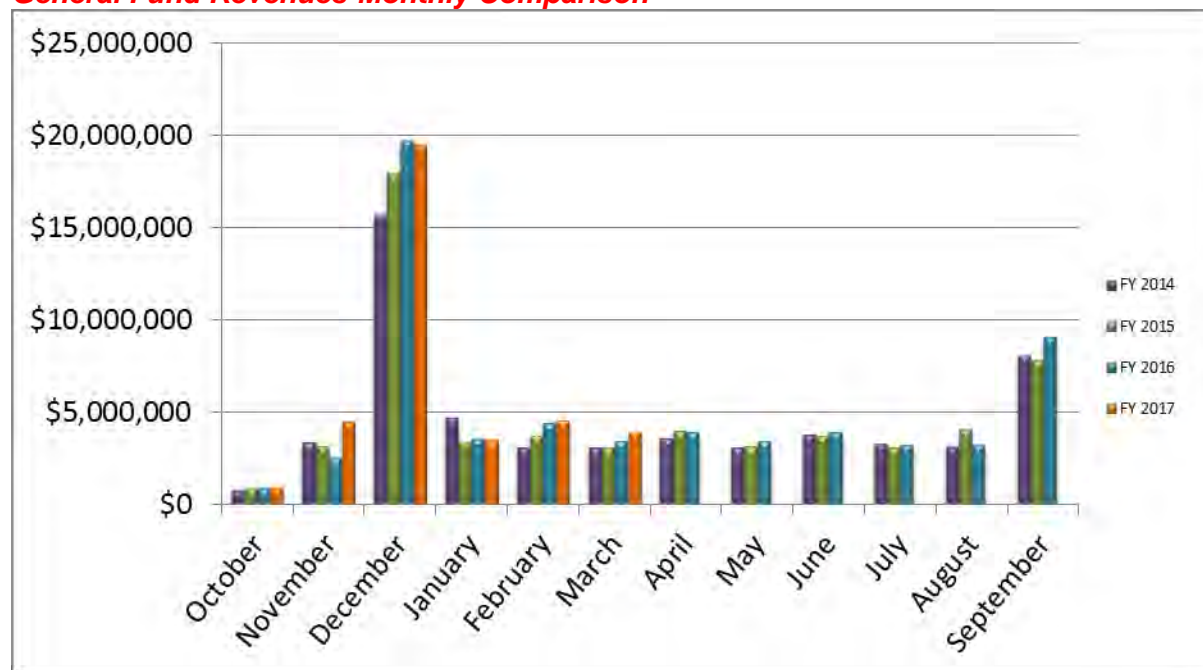
(2) Decrease primarily due to lower year-to-date collection of Communications Service Tax in FY17.

(3) Increase due to multi-year agreement with County for partial reimbursement of expenses related to Regional Park, Sr. Ctr., and Aquatic Ctr.

(4) Decrease primarily due to lower year-to-date collection of Code Compliance Fines in FY17.

(5) Decrease primarily due to lower year-to-date collections of proceeds from property sales and lease payments.

### General Fund Revenues-Monthly Comparison



### Monthly GF Revenues as Compared to Prior Years

	FY 2014	FY 2015	FY 2016	FY 2017
October	\$ 911,630	\$ 953,761	\$ 1,012,271	\$ 1,005,090
November	3,425,400	3,246,502	2,619,131	4,580,252
December	15,683,359	17,977,402	19,689,226	19,511,218
January	4,802,728	3,458,799	3,639,261	3,585,305
February	3,200,574	3,782,243	4,490,812	4,656,371
March	3,208,482	3,203,645	3,522,695	3,990,468
April	3,651,785	4,103,728	4,009,369	-
May	3,198,408	3,278,699	3,511,664	-
June	3,880,153	3,830,369	3,976,789	-
July	3,363,584	3,170,380	3,323,512	-
August	3,262,185	4,168,296	3,323,716	-
September	8,115,309	7,881,278	9,167,028	-
	<b>\$ 56,703,597</b>	<b>\$ 59,055,101</b>	<b>\$ 62,285,475</b>	<b>\$ 37,328,704</b>

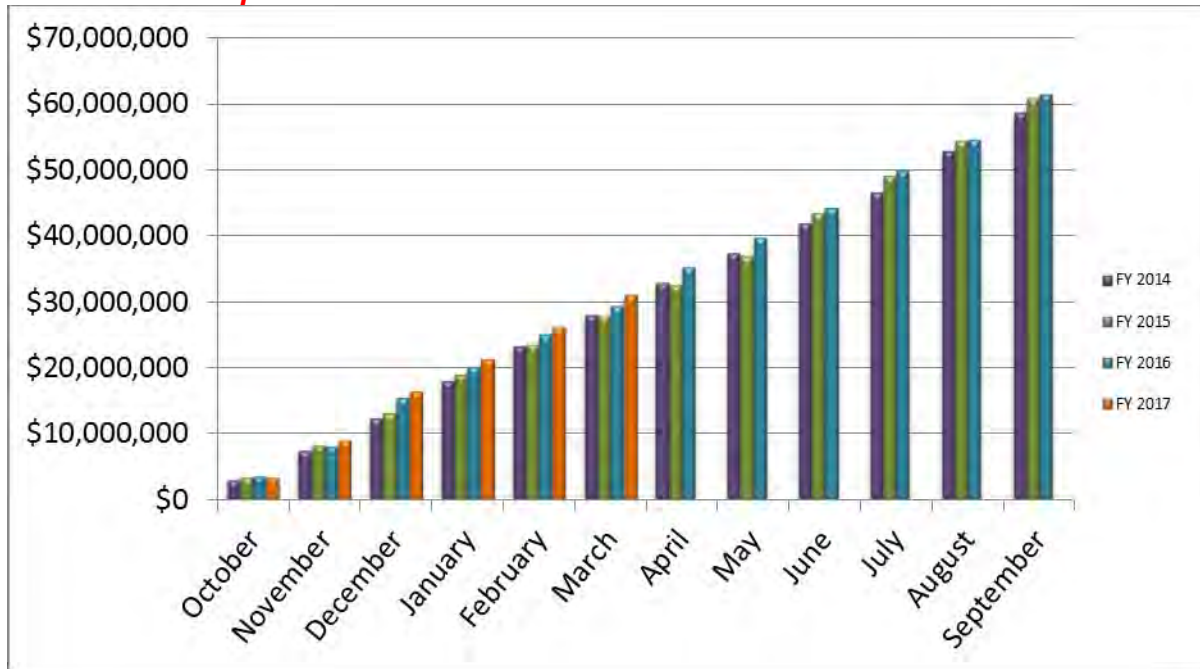
Overall General Fund revenues for the month of March 2017 have increased \$467,773 (13.28%) when compared to March 2016.

The major sources of revenues for the General Fund are taxes, franchise fees, intergovernmental revenues, licenses, permits, fines, forfeitures and charges for services. With a recovering economy and most of the City's revenues derived from ad valorem taxes, the revenue budget is essential for existing and critical City services. The City is conservative in budgeting revenues to account for the current economic condition.



## General Fund Expenditures – At a Glance March 2017

### General Fund Expenditures-YTD



### 2017 YTD Change in GF Expenditures as Compared to Prior Year

	Prior YTD	Current YTD	Percent Change	Annual Budget
Legislative	\$ 347,137	\$ 325,475	-6.2%	\$ 678,030
City Manager	331,089	340,872	3.0%	731,727
City Attorney (1)	672,270	272,674	-59.4%	613,919
Procurement (2)	-	185,569	0.0%	402,536
Finance (3)	794,188	629,961	-20.7%	1,359,967
Information Technology (4)	1,226,523	1,101,844	-10.2%	2,583,474
Human Resources	249,723	232,506	-6.9%	643,258
Growth Management (5)	259,320	574,143	121.4%	1,366,051
Economic Development (6)	294,532	403,286	36.9%	777,070
Parks and Recreation	1,288,932	1,382,452	7.3%	4,560,266
Facilities (7)	894,087	1,036,885	16.0%	2,468,081
Police	8,786,874	8,835,809	0.6%	19,601,350
Fire	6,490,151	6,619,763	2.0%	14,059,856
Public Works (8)	2,227,022	3,283,330	47.4%	6,381,933
Non-Departmental	1,845,315	1,898,290	2.9%	3,787,546
Transfers	3,893,651	4,183,056	7.4%	7,564,906
	<b>\$ 29,600,816</b>	<b>\$ 31,305,918</b>	<b>5.8%</b>	<b>\$ 67,579,970</b>

(1) Decrease primarily due to decreased year-to-date costs for Other Attorneys.

(2) Increase due to Procurement Department's first year of existence in FY17. Previously was in Finance Department.

(3) Decrease primarily due to Purchasing Division transferred to Procurement Department in FY17.

(4) Decrease primarily due to capital network equipment purchased in FY16.

(5) Increase primarily due to FY17 budget of Code Compliance Division in Growth Management instead of in Police Department.

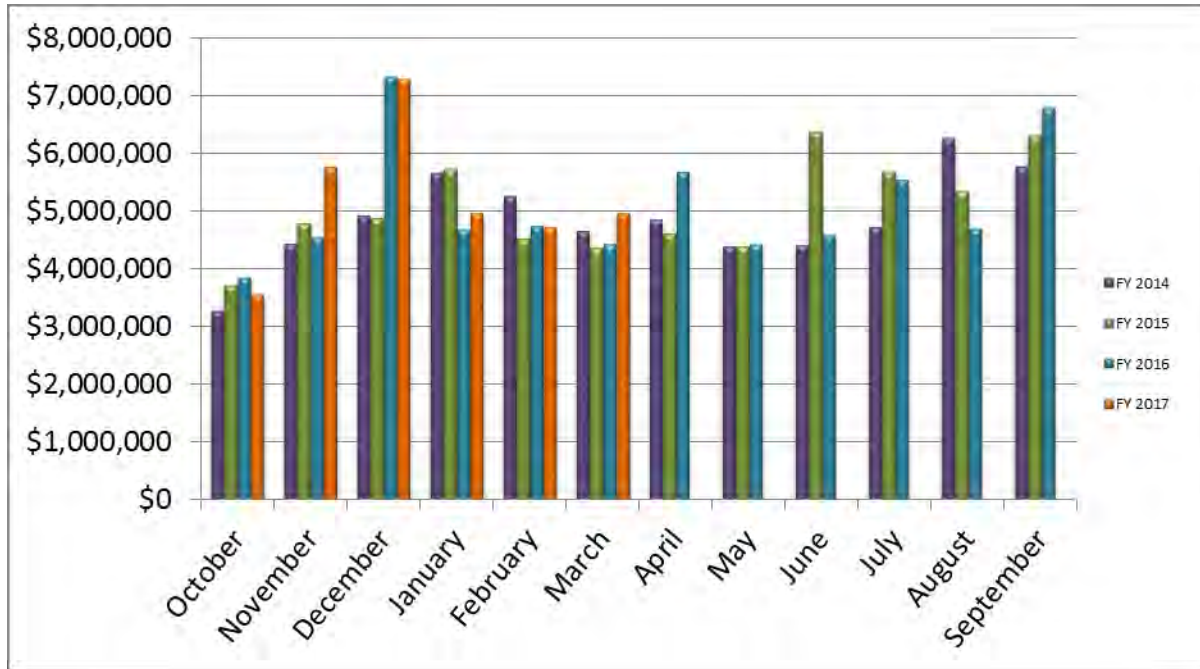
(6) Increase primarily due to expansion of Economic Development Department compared to same time last year.

(7) Increase primarily due to higher year-to-date costs for personnel and operating supplies.

(8) Increase primarily due to increased year-to-date costs for disaster preparedness.



**General Fund Expenditures-Monthly Comparison**



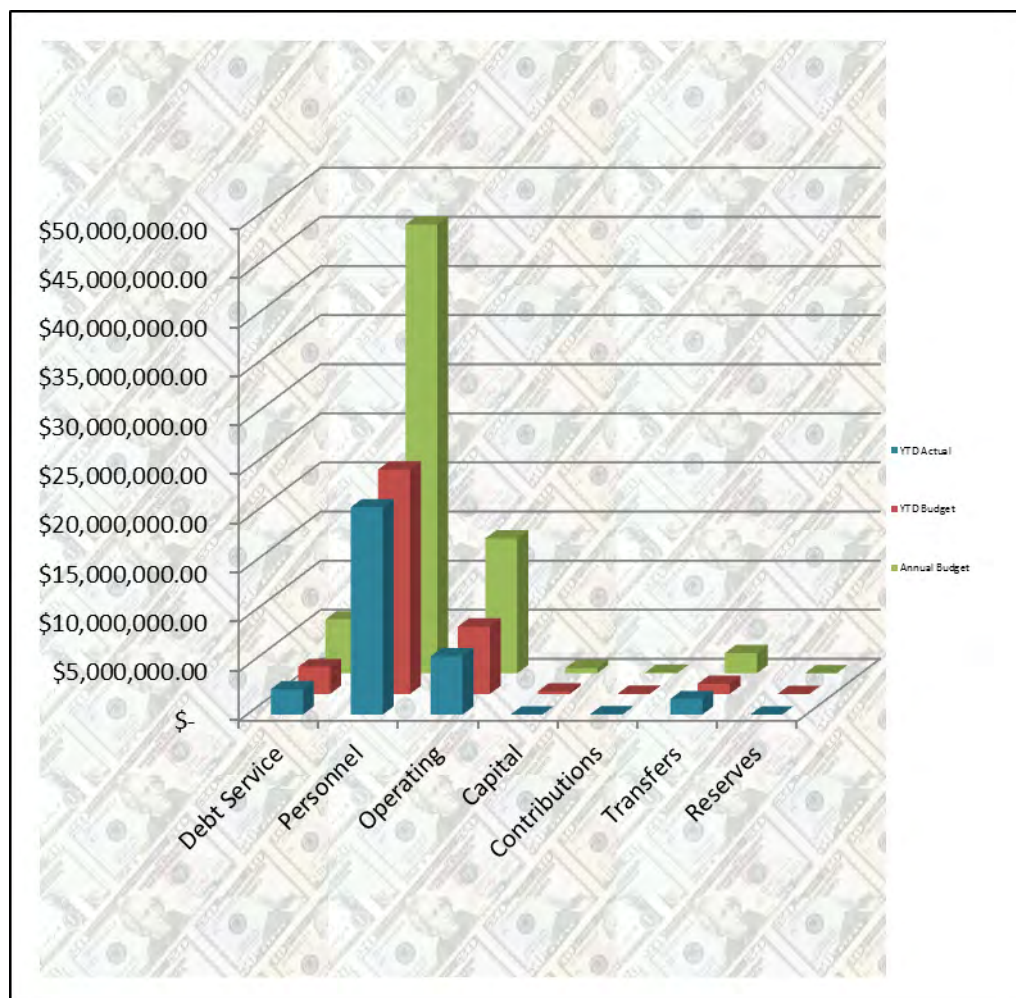
**Monthly GF Expenditures as Compared to Prior Years**

	FY 2014	FY 2015	FY 2016	FY 2017
October	\$ 3,279,274	\$ 3,726,416	\$ 3,859,572	\$ 3,572,123
November	4,445,312	4,799,117	4,542,401	5,766,532
December	4,931,871	4,886,462	7,323,753	7,290,910
January	5,653,811	5,729,780	4,685,466	4,972,873
February	5,259,394	4,526,492	4,746,328	4,719,784
March	4,666,428	4,375,170	4,443,296	4,983,695
April	4,859,644	4,630,094	5,693,822	-
May	4,386,401	4,397,032	4,450,696	-
June	4,412,580	6,385,679	4,592,489	-
July	4,721,680	5,689,908	5,551,214	-
August	6,272,362	5,346,802	4,712,630	-
September	5,780,329	6,310,426	6,791,578	-
	<b>\$ 58,669,085</b>	<b>\$ 60,803,379</b>	<b>\$ 61,393,243</b>	<b>\$ 31,305,918</b>

March General Fund expenditures were \$540,399 (12.16%) more when comparing March 2017 to March 2016. Year-to-date expenditures are \$1,705,102 more.

**General Fund Expenditures-Budgetary Comparison by Category**

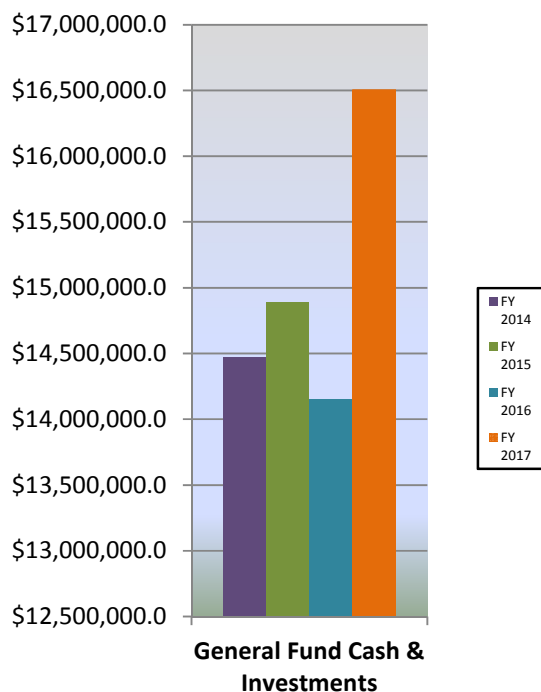
	<b><i>YTD Actual</i></b>	<b><i>YTD Budget</i></b>	<b><i>Annual Budget</i></b>	<b><i>% Spent</i></b>
Debt Service	\$ 2,592,621.64	\$ 2,751,309	\$ 5,502,617	47.12%
Personnel	21,118,098.58	22,844,321	45,688,641	46.22%
Operating	5,937,930.32	6,866,744	13,733,488	43.24%
Capital	7,539.00	260,468	520,935	1.45%
Contributions	59,294.21	36,000	72,000	82.35%
Transfers	1,590,434.38	1,031,145	2,062,289	77.12%
Reserves	-	-	-	0.00%
<b>Total</b>	<b>\$ 31,305,918.13</b>	<b>\$ 33,789,985</b>	<b>\$ 67,579,970</b>	<b>46.32%</b>



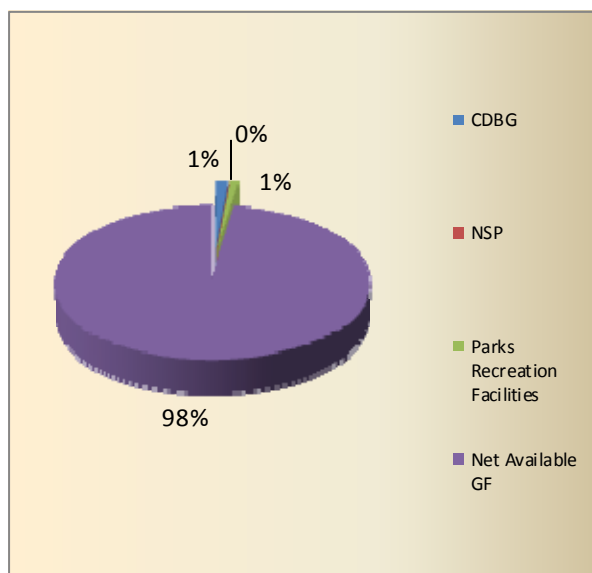
The *total budgeted expenditures* for 2017 are \$67,579,970 (includes encumbrances from prior year and 2017 budget amendments). Of this amount, \$45,688,641, or 67.6%, is related to personnel costs.

## General Fund Cash & Investments – At a Glance March 2017

### General Fund Cash & Investments-YTD



General Fund Cash & Investments	
Prior Month Ending Balance	\$ 17,427,903.89
Cash Increase (Decrease)	(920,027.36)
Ending Balance 3/31/17	\$ 16,507,876.53



General Fund Cash & Investments	
March 2017 Ending Balance	\$ 16,507,876.53
Cash Advanced to Other Funds:	
CDBG	(239,072.90)
NSP	(1,508.80)
Parks Recreation Facilities	\$ (153,792.71)
Total Available Cash & Investments	\$ 16,113,502.12

## General Fund Balance – At a Glance March 2017

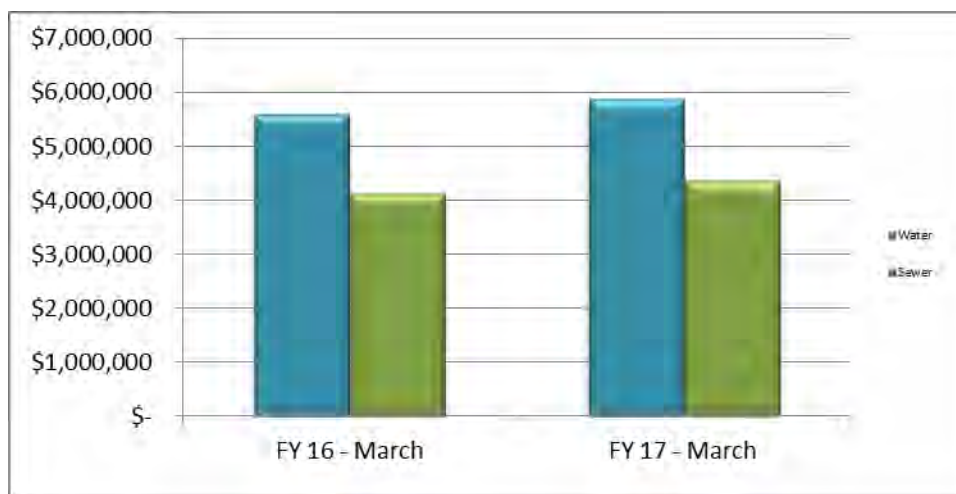
	PRIOR YTD	CURRENT YTD
<b>REVENUES</b>		
Ad Valorem Taxes	\$ 21,560,481	\$ 23,492,160
Local Option Fuel Tax	1,132,876	1,282,949
Utility Service Taxes	2,830,770	2,838,728
Communication Service Tax	972,984	862,799
Franchise Fees	1,662,499	1,560,692
State Shared Revenues	1,269,881	1,295,283
Half Cent Sales Tax	1,935,728	2,116,422
Licenses and Permits	539,288	533,561
Grants and Other Entitlements	143,272	530,461
Charges for Services	1,322,131	1,387,095
Fines and Forfeitures	214,193	165,869
Interest, Rents and Other Revenues	334,560	296,028
Interfund Transfers and Other Sources	1,054,731	966,659
<b>Total Revenues</b>	<b>34,973,395</b>	<b>37,328,704</b>
<b>EXPENDITURES</b>		
Legislative	347,137	325,475
City Manager	331,089	340,872
City Attorney	672,270	272,674
Procurement	-	185,569
Finance	794,188	629,961
Information Technology	1,226,523	1,101,844
Human Resources	249,723	232,506
Growth Management	259,320	574,143
Economic Development	294,532	403,286
Parks and Recreation	1,288,932	1,382,452
Facilities	894,087	1,036,885
Police	8,786,874	8,835,809
Fire	6,490,151	6,619,763
Public Works	2,227,022	3,283,330
Non-Departmental	1,845,315	1,898,290
Transfers	3,893,651	4,183,056
<b>Total Expenditures</b>	<b>29,600,816</b>	<b>31,305,918</b>
<b>Excess (Deficiency) of Revenues Over Expenditures</b>	<b>5,372,580</b>	<b>6,022,786</b>
<b>Fund Balance - Beginning</b>	<b>8,282,350</b>	<b>8,136,697</b>
<b>Prior Period Adjustment</b>	<b>-</b>	<b>-</b>
<b>Fund Balance - Beginning as Restated</b>	<b>8,282,350</b>	<b>8,136,697</b>
<b>Fund Balance - Ending</b>	<b>\$ 13,654,929</b>	<b>14,159,482</b>

The minimum General Fund balance, as established by Resolution 2011-34, is ten percent (10%) of the subsequent fiscal year's budgeted expenditures less capital outlay and transfers out as originally adopted by ordinance in September. The following is a history of the City's General Fund balance.

General Fund Balance - History			
	Minimum Required	Actual Fund Balance	Fund Balance Percentage
FY 2016	\$ 5,594,175	\$ 8,136,697	14.54%
FY 2015	5,311,438	8,282,350	15.59%
FY 2014	5,321,416	10,040,314	18.87%
FY 2013	5,059,293	12,005,802	23.73%
FY 2012	4,941,647	9,534,785	19.29%
FY 2011	5,046,518	6,077,849	12.04%

## Utilities Revenues – At a Glance March 2017

### Water & Sewer Revenues-YTD



Overall year-to-date Water revenue in March 2017 has increased \$279,901 (5.00%) when compared to March 2016.

Overall year-to-date Sewer revenue in March 2017 has increased \$237,312 (5.75%) when compared to March 2016.

Fire Protection for FY17 was billed at 101% of the budgeted amount. The majority of the Fire Protection Service Charges were billed in October 2016 (annual billing).

Meter Installation Fees are recorded at 71% of the budgeted amount. The Utility Lien Costs are recorded at 118% of the budgeted amount.

Operating Interest Income is recorded at 41% at this time. The interest for the Palm Bay Estates Loan (\$21,067) will be recorded in June, and the interest on the Fleet Services Loan will be recorded in March (\$25,866.14) and September (\$14,785.53).

Excluding Fund Balance, the total FY17 Operating Revenue is recorded at 43.26% of the budgeted amount compared to FY16 which was at 42.63%.

Water Connection Fees are recorded at 65% of the budgeted amount, and Sewer Connection Fees are recorded at 45% of the budgeted amount.

Water MLEs are recorded at 79% of the budgeted amount, and Sewer MLEs are recorded at 112% of the budgeted amount.

*Water & Sewer Revenues-Monthly Comparison*



Overall Water revenue for the month of March 2017 has increased by \$131,121 (12.41%) when compared to March 2016.

Overall Sewer revenue for the month of March 2017 has increased by \$86,587 (10.88%) when compared to March 2016.

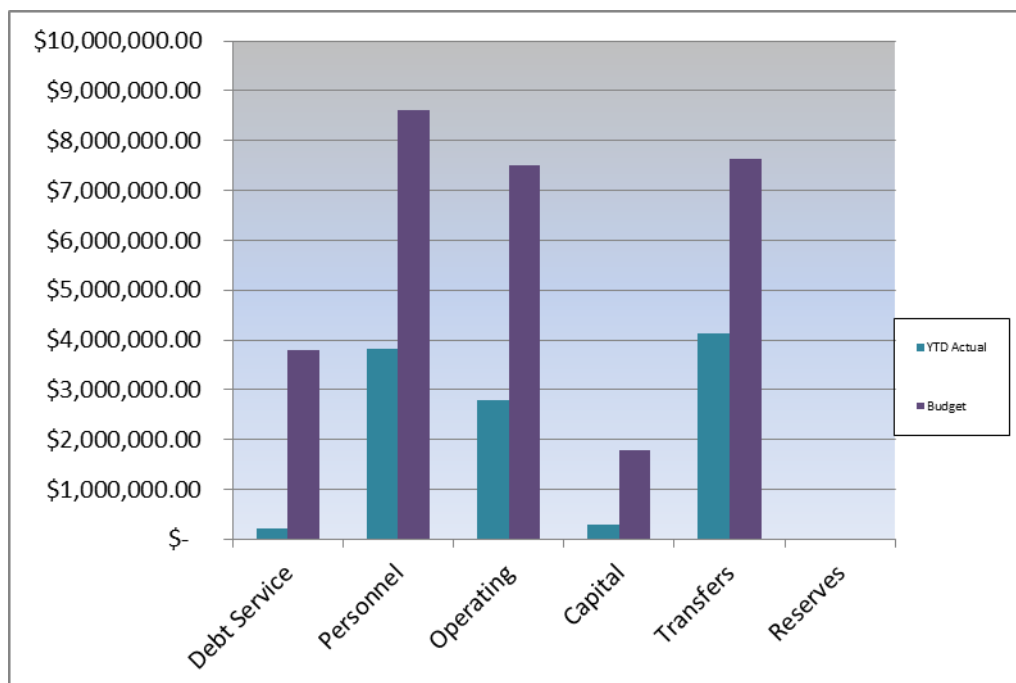


## Utilities Expenses – At a Glance March 2017

### Water & Sewer Expenditures-YTD

Overall expenditures (excluding encumbrances) are as follows:

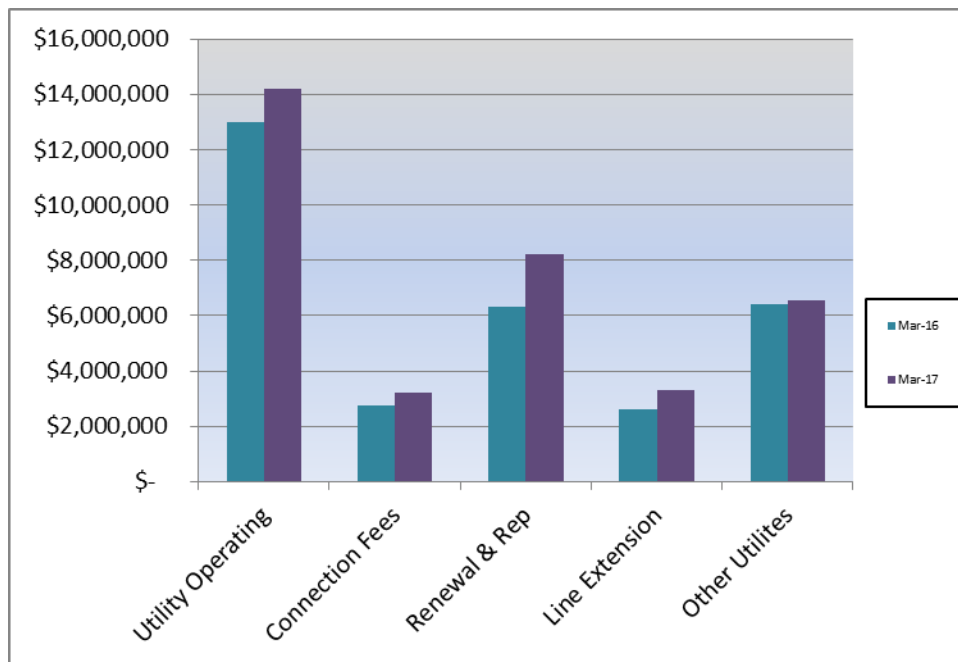
	<i>Actual</i>	<i>Budget</i>	<i>% Spent</i>
Debt Service	\$ 219,545.67	\$ 3,798,162	5.78%
Personnel	3,819,995.99	8,618,660	44.32%
Operating	2,796,304.66	7,504,156	37.26%
Capital	298,295.33	1,797,359	16.60%
Transfers	4,131,705.70	7,624,971	54.19%
Reserves	-	-	-
Total	\$ 11,265,847.35	\$ 29,343,308	38.39%





## Utilities Cash & Investments – At a Glance March 2017

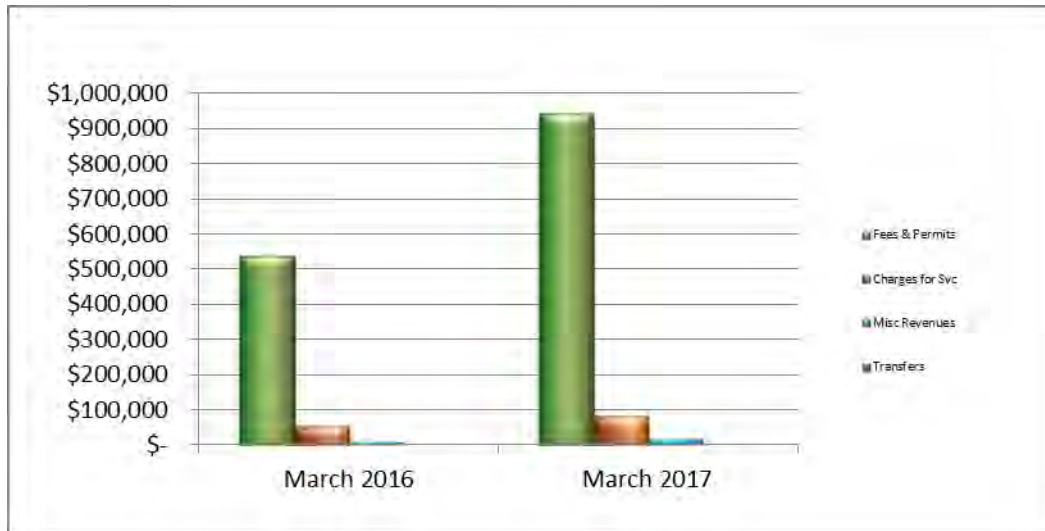
### *Water & Sewer Cash & Investments-YTD*



Overall the Water & Sewer Funds cash and investments were \$4.39 million (14.1%) more as of March 2017 as compared to March 2016.

## Building Revenues – At a Glance March 2017

### *Building Revenues-YTD*



Fees and Permits revenue in March 2017 is up \$402,568 (74.71%) from March 2016.

Charges for Services revenue in March 2017 is up \$28,654 (52.74%) from March 2016.

Overall, Building revenues in FY 17 (at March) have increased by \$439,249 (73.11%) when compared to FY 16 (at March).

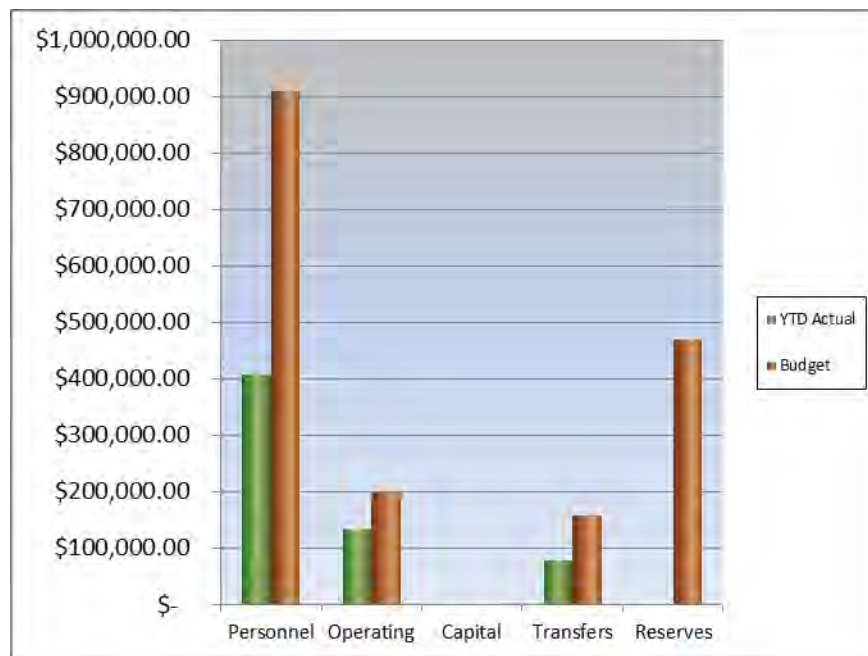
The total FY 17 Building revenues are recorded at 59.94% of the budgeted amount compared to FY 16 which was 53.24%.

## Building Expenses – At a Glance March 2017

### *Building Expenditures-YTD*

Overall expenditures (excluding encumbrances) are as follows:

	<i>Actual</i>	<i>Budget</i>	<i>% Spent</i>
Personnel	\$ 406,983.98	\$ 908,574	44.79%
Operating	132,145.05	199,234	66.33%
Capital	-	-	0.00%
Transfers	79,141.02	158,282	50.00%
Reserves	-	469,020	0.00%
Total	\$ 618,270.05	\$ 1,735,110	35.63%



## Building Cash & Fund Equity – At a Glance March 2017

### *Building Cash & Fund Equity-YTD*



Overall the Building cash and investments were \$113,016 (8.2%) less as of March 2017 as compared to March 2016.

Overall the Building fund equity was \$589,857 (32.1%) more as of March 2017 as compared to March 2016.