



Mayor
ROB MEDINA
Deputy Mayor
DONNY FELIX
Councilmembers
KENNY JOHNSON
RANDY FOSTER
VACANT

AGENDA

Regular Council Meeting 2023-28 Thursday

**November 2, 2023 - 6:00 PM
Council Chambers, 120 Malabar Road SE, Palm Bay FL 32907**

CALL TO ORDER:

INVOCATION:

1. Reverend Debra Cox - First Presbyterian Church, Palm Bay.

PLEDGE OF ALLEGIANCE:

1. Led by Boy Scout Troop #520.

ROLL CALL:

ANNOUNCEMENTS:

1. One (1) term expiring on Bayfront Community Redevelopment Agency (represents 'at-large' position).

AGENDA REVISIONS:

1. Consideration of councilmembers attending the Florida League of Cities Legislative Conference has been added as Item 1, under New Business.

PROCLAMATIONS AND RECOGNITIONS:

1. Proclamation: National Geographic Information System Day - November 15, 2023.

PUBLIC COMMENTS/RESPONSES:

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

PUBLIC HEARINGS:

1. Ordinance 2023-97, vacating a portion of the rear public utility and drainage easement located within Lot 11, Block 2023, Port Malabar Unit 46 (Case VE-12-2023, Chante Jackson), final reading.

2. Ordinance 2023-99, amending the Code of Ordinances, Chapter 179, Street and Other Rights-of-Way, Subchapter 'Creating, Improving, Altering and Vacating Streets', by including provisions relating to conditions governing application and procedures (Case T23-00018, City of Palm Bay), final reading.
3. Ordinance 2023-100, amending the Code of Ordinances, Chapter 185, Zoning Code, Subchapters 'General Provisions' and 'District Regulations', by including provisions for small event space (Case T23-00026, City of Palm Bay), final reading.
4. Ordinance 2023-101, amending the Code of Ordinances, by creating a new Chapter 203, to be titled 'Mandatory Connection to Potable Water and Sewer Utilities', final reading.

CONSENT AGENDA:

There will be no separate discussion on those items listed under Consent Agenda. 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.

1. Adoption of Minutes: Meeting 2023-25; October 5, 2023.
2. Adoption of Minutes: Meeting 2023-26; October 17, 2023.
3. Adoption of Minutes: Meeting 2023-27; October 19, 2023.
4. Award of Bid: Mowing and related equipment (Co-Op) – IFB44-0-2023 – Parks and Facilities Department (D&K Enterprises USA Inc d/b/a/ Causeway Mowers; EFE Inc.; and ATMAX Equipment Co. - \$150,000, estimated).
5. Award of Bid: 1.0 MG Ground Storage Tank Rehabilitation, North Regional Water Treatment Plant – IFB 56-0-2023 – Utilities Department (Crom, LLC - \$365,149).
6. Award of Bid: Police Department boat (Florida Inland Navigation District) – IFB 59-0-2023 – Police Department (Boaters Exchange, LLC - \$133,819).
7. Contract: 1MGD to 2MGD Expansion Design and Permitting Services, South Regional Water Reclamation Facility – Task Order 23-13-WT – Utilities Department (Wade Trim, 68-0-2007 – \$670,749); and approve fund appropriation on the next scheduled Budget Amendment (\$250,000).
8. Miscellaneous: Cured-In-Place Pipe Installation Services, Change Order 2 (additional costs to complete lining of Meadowbrook Road and Parr Street) – Public Works Department (Granite Inler, LLC - \$138,601); and approve the appropriation of funds from the Stormwater Utility Fee Undesignated Fund Balance (\$114,720).
9. Resolution 2023-40, providing for the acceptance of the transfer of Championship Circle, located at Fred Poppe Regional Park, from Brevard County.
10. Resolution 2023-41, extending the commencement period for a conditional use granted for a self-storage facility in HC (Highway Commercial District) zoning, on property located east of and adjacent to Babcock Street, in the vicinity west of Hardin Lane (2.45 acres) (Case CU-45-2022, Fred D. Boozer, Jr.).
11. Ordinance 2023-102, amending the Fiscal Year 2022-2023 budget by appropriating and allocating certain monies (fifth/final budget amendment), first reading.
12. Consideration of a grant agreement with Florida Department of Environmental Protection for septic-to-sewer conversions (\$2,100,000).
13. Consideration of reappropriation of funds (\$108,700) and use of General Fund Undesignated

Fund Balance (\$87,001) to provide a storage area network solution utilizing a previously approved cooperative contract.

14. Consideration of utilizing General Fund Undesignated Fund Balance for a replacement vehicle (\$30,000) and travel/training (\$8,000) in Fiscal Year 2024 for the Code Compliance Division.
15. Consideration of travel and training for specified City Employees (Building Department).
16. Consideration of travel and training for specified City employees (Office of the City Attorney).
17. Consideration of travel and training for specified City Employees (Fire Rescue).

NEW BUSINESS:

1. Consideration of councilmembers attending the Florida League of Cities Legislative Conference in Orlando from November 30-December 1, 2023. (AGENDA REVISION)

COUNCIL REPORTS:

ADMINISTRATIVE AND LEGAL REPORTS:

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

ADJOURNMENT:

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.

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.

If you use assistive technology (such as a Braille reader, a screen reader, or TTY) and the format of any material on this website or documents contained therein interferes with your ability to access information, please contact us. To enable us to respond in a manner most helpful to you, please indicate the nature of your accessibility problem, the preferred format in which to receive the material, the web address of the requested material, and your contact information. Users who need accessibility assistance can also contact us by phone through the Federal Information Relay Service at 1-800-877-8339 for TTY/Voice communication.

Pursuant to Council Policies and Procedures, members of the public wishing to use electronic media when addressing City Council must provide the electronic file to staff for screening no later than 2:00 P.M. on the day of the meeting; audio presentations must be submitted to the City Clerk at least twenty-four (24) hours prior to the meeting.

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



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Terese Jones, City Clerk

DATE: 11/2/2023

RE: One (1) term expiring on Bayfront Community Redevelopment Agency (represents 'at-large' position).

The term of Vicki Northrup on the above subject board will expire on December 20, 2023. Ms. Northrup represents the "at-large" position.

REQUESTING DEPARTMENT:
Legislative

FISCAL IMPACT:
None

RECOMMENDATION:
Request for announcement of the term expiring and to solicit applications at tonight's meeting. An appointment will be made at the regular Council meeting to be held on December 7, 2023.



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Valentino Perez, Public Works Director

DATE: 11/2/2023

RE: Ordinance 2023-97, vacating a portion of the rear public utility and drainage easement located within Lot 11, Block 2023, Port Malabar Unit 46 (Case VE-12-2023, Chante Jackson), final reading.

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

Chante Jackson has submitted an application to vacate the North 10 feet of the South 20 foot Public Utility & Drainage Easement, less the East and West side 6-foot Public Utility and Drainage Easement, thereof containing 680 square feet or 0.016 acres, more or less, of Lot 11, Block 2023, Port Malabar Unit 46, according to the Plat thereof, as Recorded in Plat Book 22, Pages 58-74, of the Public Records of Brevard County, Florida, for an inground pool with a screen enclosure.

REQUESTING DEPARTMENT:

Public Works

FISCAL IMPACT:

There is no fiscal impact.

RECOMMENDATION:

Motion to approve VE-12-2023 per the recommendation section on the Staff Report.

ATTACHMENTS:

Description

Staff Report - VE-12-2023

LEGAL AD POSTING

Ordinance 2023-97



DATE: October 5, 2023

CASE #: VE-12-2023

PUBLIC WORKS DEPARTMENT STAFF REPORT

REQUEST TO VACATE EASEMENT

PROPOSAL: Vacation of Easement is requested to vacate the North 10 feet of the South 20 foot Public Utility & Drainage Easement, less the East and West side 6-foot Public Utility and Drainage Easement, thereof containing 680 square feet or 0.016 acres, more or less, of Lot 11, Block 2023, Port Malabar Unit 46, according to the Plat thereof, as Recorded in Plat Book 22, Pages 58-74, of the Public Records of Brevard County, Florida.

LOCATION: 1382 Lotus St. SE
(Lot 11, Block 2023, Port Malabar Unit 46)

APPLICANT: Chante Jackson

SITE DATA

PRESENT ZONING: RS-2 – Single-Family Residential

AREA OF VACATING: 680 square feet, more or less

ADJACENT ZONING	N	RS-2 – Single-Family Residential
& LAND USE:	E	RS-2 – Single-Family Residential
	S	50' Drainage Right-of-Way
	W	RS-2 – Single-Family Residential

STAFF ANALYSIS:

To vacate the North 10 feet of the South 20 foot Public Utility & Drainage Easement, less the East and West side 6-foot Public Utility and Drainage Easement, thereof containing 680 square feet or 0.016 acres, more or less, of Lot 11, Block 2023, Port Malabar Unit 46, according to the Plat thereof, as Recorded in Plat Book 22, Pages 58-74, of the Public Records of Brevard County, Florida, for an inground pool and screen enclosure.

AT&T, Florida Power and Light, Florida Gas, and Spectrum have no objections to the vacating request.

The City of Palm Bay's Departments have the enclosed comments relating to the vacating request. It should be noted that Public Works policy allows for the recommend approval of a vacation request for the first 8 feet, along city owned canals, if there are no obvious issues of conflict.

Staff has no other adverse comments regarding removal of the North 10 feet of the South 20 foot Public Utility & Drainage Easement, less the East and West side 6-foot Public Utility and Drainage Easement, thereof containing 680 square feet or 0.016 acres, more or less, of Lot 11, Block 2023, Port Malabar Unit 46, according to the Plat thereof, as Recorded in Plat Book 22, Pages 58-74, of the Public Records of Brevard County, Florida, for an inground pool and screen enclosure.

STAFF RECOMMENDATION:

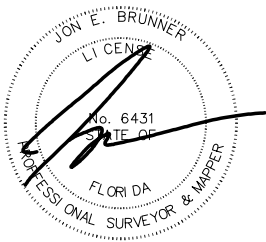
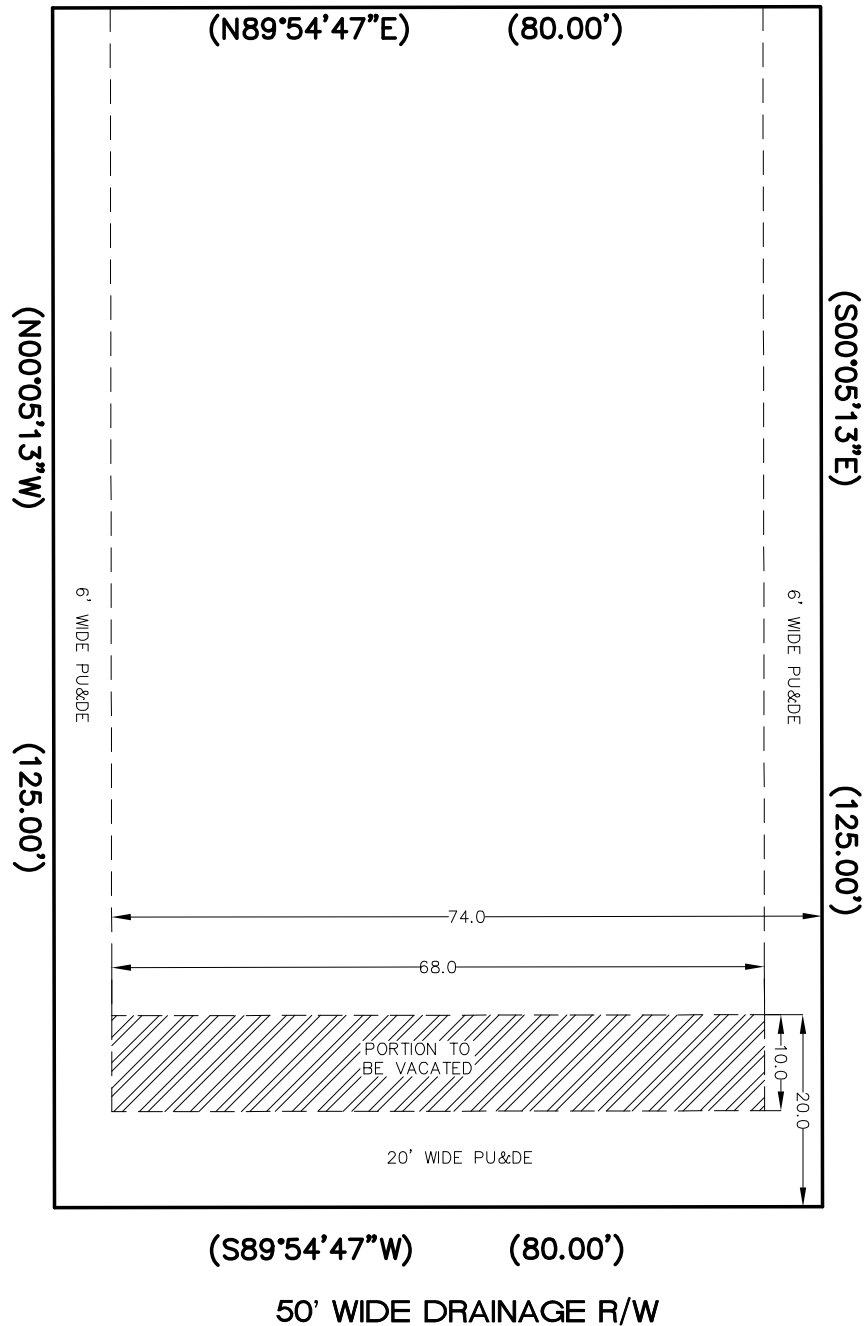
Staff recommends approval of the vacating of easement with recommendations per the analysis section of this staff report.

MAP OF EASEMENT TO BE VACATED

THIS NOT A BOUNDARY SURVEY



C/L LOTUS STREET
50' WIDE PUBLIC R/W



DESCRIPTION (TO BE VACATED)

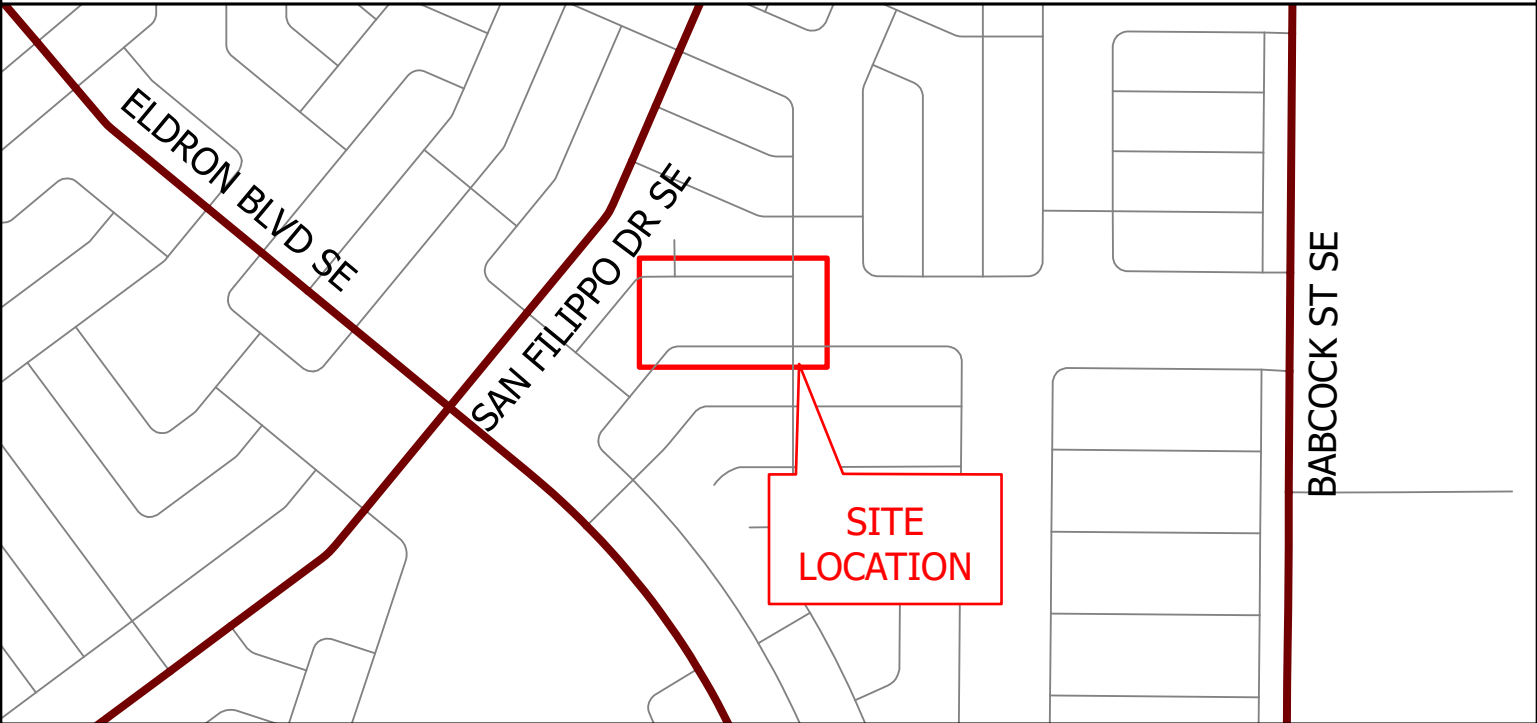
BEING THE NORTH 10 FEET OF THE SOUTH 20 FEET OF THE WEST 68 FEET OF THE EAST 74 FEET OF LOT 11, BLOCK 2023, PORT MALABAR UNIT FORTY SIX, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 22, PAGES 58 THROUGH 74, INCLUSIVE, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

JON E. BRUNNER
STATE OF FLORIDA PSM 6431

DATE: 8/21/23	SECTION: 28	PAGE:	BRUNNER-HAGEN, INC. ENGINEERS AND LAND SURVEYORS 801 CAROLIN STREET, MELBOURNE, FL., 32901 PH (321) 728-1961 info@brunner-hagen.com
PROJECT: 438-22	TOWNSHIP: 29 S.	REVISION:	
SCALE: 1"=20'	RANGE: 37 E.	REVISION:	

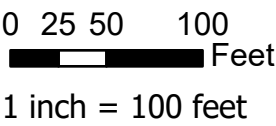


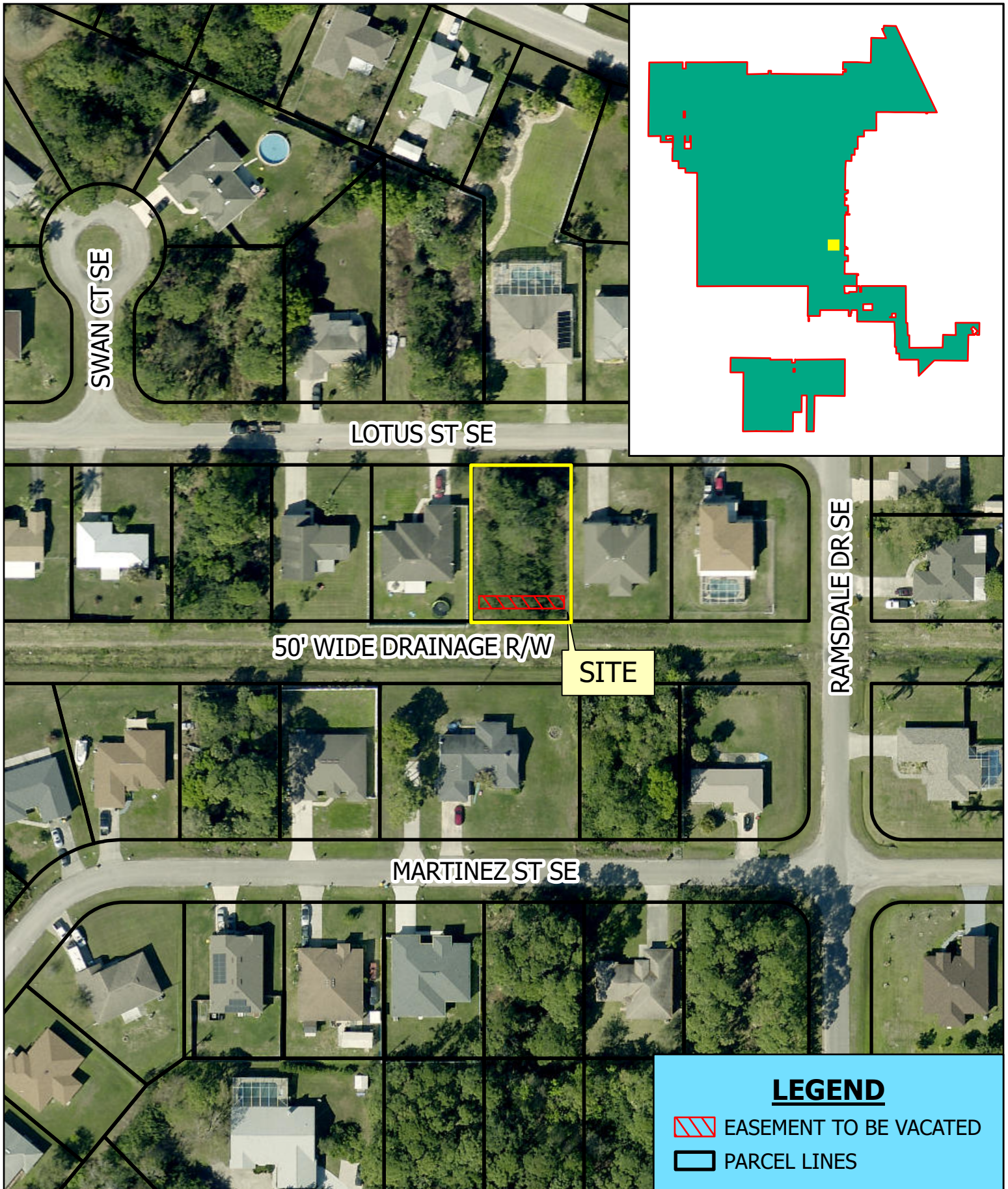
LOCATION MAP



Map is for illustrative purposes only!
Not to be construed as binding or a survey.
Map created by the City of Palm Bay
Public Works Department (RSD), on September 8, 2023

VE-12-2023





Map is for illustrative purposes only!
Not to be construed as binding or a survey.
Map created by the City of Palm Bay
Public Works Department (RSD), on September 8, 2023

LOCATION MAP VE-12-2023

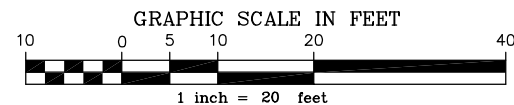
0 25 50 100
Feet
1 inch = 100 feet

CONC	CONCRETE
MAG	MAGNETIC
MAS	MASONRY
C/L	CENTERLINE
PB	PLAT BOOK
EOP	EDGE OF PAVEMENT
FT	FOOT
ORB	OFFICIAL RECORD BOOK
PG	PAGE
WM	WATER METER
SS	SANITARY SEWER
UB	UTILITY BOX
LP	LIGHT POLE
S/W	SIDEWALK
R/W	RIGHT OF WAY
○	POWER POLE
-OH-	OVERHEAD WIRES
○	CORNER MARKER RECOVERED
●	CORNER MARKER SET
PCP	PERMANENT CONTROL POINT
PC	POINT OF CURVE
PT	POINT OF TANGENCY
PRC	POINT OF REVERSE CURVE
PCC	POINT OF COMPOUND CURVE
PI	POINT OF INTERSECTION
()	INDICATES RECORD DATA
(X 0.0)	INDICATES GROUND ELEVATION
⇒	INDICATES SURFACE WATER FLOW
△	INDICATES NAIL OR NAIL AND DISK
⊙	WELL

1. THE LANDS SURVEYED LIE WITHIN FLOOD ZONE X,
PER FLOOD INSURANCE RATE MAP NO. 12009C,
COMMUNITY 120404, PANEL 0670G, DATED MARCH 17, 2014.
THIS LOCATION IS BASED ON MAPS PREPARED BY THE FEDERAL
EMERGENCY MANAGEMENT AGENCY. FINAL LOCATION AND FLOOD
ZONE DETERMINATION REST WITH SAID AGENCY. THIS SURVEYOR
ASSUMES NO RESPONSIBILITY FOR SAID LOCATION AND DETERMINATION.
2. THERE MAY OR MAY NOT BE RECORDED OR UNRECORDED RIGHTS
OF WAY RESERVATIONS OR RESTRICTIONS AFFECTING THE LANDS SURVEYED.
3. UNLESS SHOWN OTHERWISE, THERE ARE NO ENCROACHMENTS, GAPS
OR OVERLAPS. FENCE OWNERSHIP, IF ANY IS NOT KNOWN, FOUNDATIONS
BENEATH THE SURFACE ARE NOT LOCATED.
4. UNLESS SHOWN OTHERWISE, DIMENSIONS AND DIRECTIONS SHOWN ARE
FIELD MEASURED AND ARE THE SAME AS RECORD DATA.
5. THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP.
6. THIS SURVEY WAS MADE FOR THE PURPOSE DESCRIBED, AND SHALL BE
USED FOR NO OTHER PURPOSE WHATSOEVER. "THE SURVEY MAP AND REPORT
OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE
AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER", EXCEPT THOSE
WITH ELECTRONIC SIGNATURE AND ELECTRONIC SEAL.
7. BEARINGS REFER TO THE LINE INDICATED BASED ON RECORD INFORMATION
OBTAINED FROM PLAT OR DEED.
8. ELEVATIONS INDICATED HEREON ARE IN FEET AND DECIMALS, BASED ON THE
PROJECT BENCHMARK DATUM AS SHOWN. PROJECT BENCHMARK ELEVATIONS
ESTABLISHED BASED ON A LEVEL LOOP BENCH RUN REFERENCED TO DESCRIBED
CONTROL MONUMENT.
9. THIS SURVEY WAS PREPARED FROM THE AVAILABLE DATA BASED
ON THE DESCRIPTION PROVIDED BY THE CLIENT. THE UNDERSIGNED
SURVEYOR DID NOT CONDUCT A TITLE SEARCH AND DID NOT RECEIVE
ATTORNEY'S TITLE OPINION, UNLESS OTHERWISE NOTED HEREON. LANDS
DESCRIBED AND GRAPHICALLY SHOWN ON THIS SURVEY WERE NOT
ABSTRACTED FOR ANY ENCUMBRANCES WHATSOEVER. SURVEY AND
DRAWING IS THE PROFESSIONAL STATEMENT OF THE SIGNING SURVEYOR,
BASED ON FIELD AND DOCUMENTARY EVIDENCE.
10. THIS SURVEY AND DRAWING IS MADE TO COMPLY WITH THE STATE OF
FLORIDA "STANDARDS OF PRACTICE, PER CHAPTER 5J-17, FLORIDA
ADMINISTRATIVE CODE".

DESCRIPTION

LOT 11, BLOCK 2023, PORT MALABAR
UNIT FORTY SIX, ACCORDING TO THE
PLAT THEREOF, RECORDED IN PLAT
BOOK 22, PAGES 58 THROUGH 74,
INCLUSIVE, OF THE PUBLIC RECORDS
OF BREVARD COUNTY, FLORIDA.



BASIS OF BEARING
PORT MALABAR
UNIT 46(PLAT)
(N89°54'47"E)
(737.86')

(442.86')

PROJECT REFERENCE BENCHMARK
CITY OF PALM BAY CONTROL
MAG NAIL & DISK EAST HEADWALL DRIVEWAY
(LOT 9, BLOCK 2023) #1366 LOTUS
46-087 EL=26.408 NGVD29

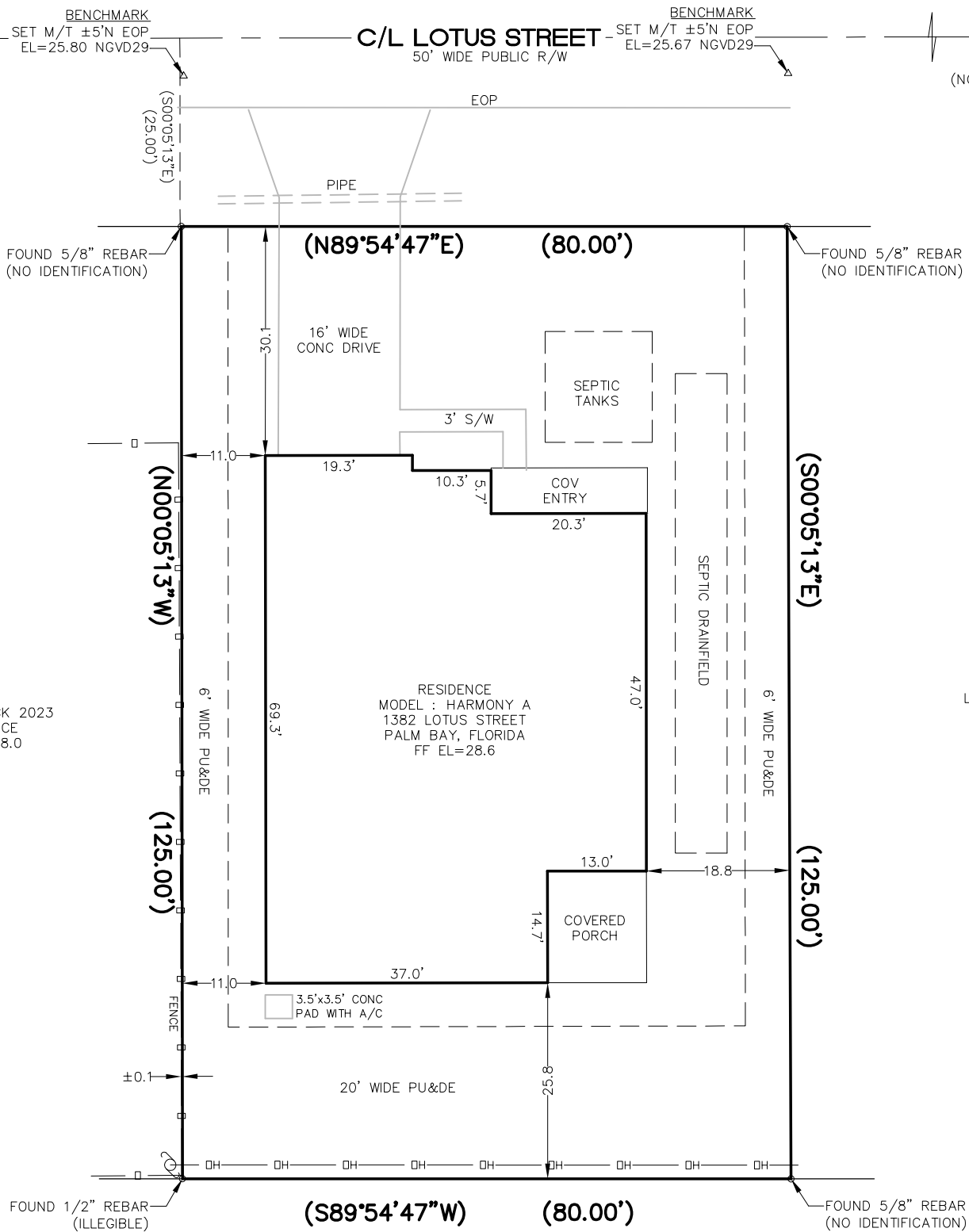
BUILDING SETBACKS
FRONT YARD 25'
SIDE STREET 25'
SIDE YARD 8'
REAR YARD 25'

THE CLIENT DID NOT PROVIDE SETBACK INFORMATION, BUILDING SETBACKS ARE SUBJECT TO APPROVAL BY THE GOVERNING JURISDICTION IN WHICH THIS PROPERTY LIES.

NOTE:
SEPTIC TANK AND DRAIN FIELD LOCATION
SHOWN HEREON ARE BASED ON CONSTRUCTION
PLANS. BRUNNER-HAGEN, INC. THEREFORE TAKES NO
RESPONSIBILITY FOR THE ACTUAL FIELD LOCATION OF
THE SEPTIC SYSTEM.

LOT 10 BLOCK 2023
RESIDENCE
FF EL=28.0

LOT 12 BLOCK 2023
RESIDENCE
FF EL=29.7



50' WIDE DRAINAGE R/W

JOB No.31 11 2023

JON E. BRUNNER, FLORIDA PSM 6431
STATE OF FLORIDA

REVISED 3/7/23 LOCATED FORM BOARD.
REVISED 6/9/23 RECORD SURVEY.

801 Carolin Street Melbourne, FL 32901
phone (321)728-1961 fax (321) 779-8607
info@brunner-hagen.com

SURVEYORS LB No. 7864
TESTING ENGINEERS CA No. 29254

MAP OF RECORD SURVEY FOR
CHANTE JACKSON
TRICIA E LARMOND

PROJECT NO:	438-22
SEC. 28	
TWP. 29 S.	
RNG. 37 E.	

AD#5831213 9/22/2023 CITY OF PALM BAY, FLORIDA NOTICE OF PUBLIC HEARING Notice is hereby given that City Council of the City of Palm Bay will hold a public hearing on October 5, 2023, at 6:00 p.m. at the City Hall Council Chambers, 120 Malabar Road SE, Palm Bay, Florida to consider application requesting vacation of the following described properties: 1. Case No. Vacating Easement -12-2023 Vacation of Easement is requested to vacate the North 10 feet of the South 20 foot Public Utility & Drainage Easement, less the East and West side 6-foot Public Utility and Drainage Easement, thereof containing 680 square feet or 0.016 acres, more or less, of Lot 11, Block 2023, Port Malabar Unit 46, according to the Plat thereof, as Recorded in Plat Book 22, Pages 58-74, of the Public Records of Brevard County, Florida, for an inground pool with a screen enclosure. If an individual decides to appeal any decision made by City Council with respect to any matter considered at these meetings, 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. Valentino Perez Palm Bay Public Works Director

[Click for less text](#)



ORDINANCE 2023-97

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, VACATING AND ABANDONING A PORTION OF THE REAR TWENTY (20) FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT, LOCATED WITHIN LOT 11, BLOCK 2023, PORT MALABAR UNIT 46, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 22, PAGE 62, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND LEGALLY DESCRIBED HEREIN; PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

SECTION 1. The City Council of the City of Palm Bay hereby vacates and abandons a portion of the rear public utility and drainage easement located within Lot 11, Block 2023, Port Malabar Unit 46, according to the plat thereof as recorded in Plat Book 22, Page 62, of the Public Records of Brevard County, Florida, Section 28, Township 29S, Range 37E, being more particularly described as follows:

Being the north 10 feet of the south 20 feet of the west 68 feet of the east 74 feet of Lot 11, Block 2023, Port Malabar Unit 46, according to the plat thereof, recorded in Plat Book 22, Pages 58 through 74, inclusive, of the 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 2023- , held on , 2023; and read in
title only and duly enacted at Meeting 2023- , held on , 2023.

Rob Medina, MAYOR

ATTEST:

Terese M. Jones, CITY CLERK

Reviewed by CAO: _____

Applicant: Chante Jackson
Case: VE-12-2023

cc: Brevard County Recording
Applicant
Case File



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Lisa Frazier, AICP, Growth Management Director

DATE: 11/2/2023

RE: Ordinance 2023-99, amending the Code of Ordinances, Chapter 179, Street and Other Rights-of-Way, Subchapter 'Creating, Improving, Altering and Vacating Streets', by including provisions relating to conditions governing application and procedures (Case T23-00018, City of Palm Bay), final reading.

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

The City of Palm Bay (Growth Management Department) has submitted for a textual amendment to the Code of Ordinances, Title XVII, Land Development Code, Chapter 179: Streets and Other Rights-Of-Way to incorporate a new section 179.016 on conditions governing applications and procedures and renumbering sections 179.016 through 179.022.

The textual amendment will modify the Code to bring clear parameters to how requests for creating, improving, altering, or vacating right of ways are administered. The proposed amendment will implement new language on the application process and associated procedures.

REQUESTING DEPARTMENT:

Growth Management

RECOMMENDATION:

Motion to approve Case T23-00018.

Planning and Zoning Board Recommendation:

Planning and Zoning Board minutes are not fully transcribed at this time; the following is an excerpt:

Motion to submit Case T23-00018 to City Council for approval.

Motion by Mr. Boerema, seconded by Mr. McLeod. Motion carried with members voting as follows:

Aye: Jordan, Weinberg, Boerema, Good, McLeod, Olszewski, Warner.

ATTACHMENTS:

Description

T23-00018 - Staff Report

T23-00018 - Application

T23-00018 - Legal Acknowledgement

T23-00018 - Legal Ad

Ordinance 2023-99



STAFF REPORT

LAND DEVELOPMENT DIVISION

120 Malabar Road SE • Palm Bay, FL 32907 • Telephone: (321) 733-3042

landdevelopmentweb@palmbayflorida.org

Prepared by

Alix Bernard, Principal Planner

CASE NUMBER

T23-00018

PLANNING & ZONING BOARD HEARING DATE

October 4, 2023

APPLICANT

City of Palm Bay (Growth Management)

PROPERTY LOCATION/ADDRESS

Not Applicable

SUMMARY OF REQUEST

A Textual Amendment to the Code of Ordinances, Title XVII, Land Development Code, Chapter 179: Streets and other Right-Of-Way, Section 179.016 through 179.022 Creating, Improving, Altering and Vacating Streets, to implement new language for conditions governing application; procedures as a new section.

Existing Zoning

Not Applicable

Existing Land Use

Not Applicable

Site Improvements

Not Applicable

Site Acreage

Not Applicable

SURROUNDING ZONING & USE OF LAND

North

Not Applicable

East

Not Applicable

South

Not Applicable

West

Not Applicable

BACKGROUND:

A textual amendment to the Code of Ordinances, Title XVII, Land Development Code, Chapter 179: Streets and other Right-Of-Way, Section 179.016 through 179.022 Creating, Improving, Altering and Vacating Streets, to implement new language for conditions governing application; procedures as a new section.

The applicant for this amendment is The City of Palm Bay Growth Management Department. Staff is requesting a modification to the current Code of Ordinances in an effort to bring clear parameters to how requests for creating, improving, altering or vacating right of ways are administered. The proposed amendment will implement new language on the application process and associated procedures.

Proposed language for this amendment is attached in legislative style with additions between >>arrow<< symbols and deletions in ~~strikethrough~~ format.

ANALYSIS:

The purpose of Chapter 179, Streets and Other Rights-of-Way is to implement procedures on creating, improving, altering and vacating streets. The Code states that a Right-of-Way is an interest in land granted, conveyed, dedicated, acquired for city purposes, or devoted to vehicular and/or pedestrian traffic; this shall include but not limited to land in which the state, county or city owns fee simple title, or has established any type of ownership thereof or interest in any land utilized by the city for vehicular and/or pedestrian traffic or other purposes.

Currently the code makes reference to the power of Council, notice of public hearings, Council action and notice of passage. However, the code does not presently give discernible direction on the application process for making the request to create, improve, alter or vacate a street. The proposed language will implement clarity and conformity to the application submittal process by clearly outlining the procedures for the applicant to submit their request to the City Council. Furthermore, the proposed amendment includes language regarding administrative extensions of Right-of-Way related requests. The incorporation of administrative extensions takes into account the timelines that these procedures require.

STAFF RECOMMENDATION:

Case T23-00018 is recommended for approval.

TITLE XVII: LAND DEVELOPMENT CODE

CHAPTER 179: STREETS AND OTHER RIGHTS-OF-WAY

§ 179.015 POWER OF COUNCIL.

The City Council may, upon its own motion, upon the request of any agency of the city, the state or the federal government, or upon the written petition of any person or persons owning property abutting any street located within the city limits, cause any street to be closed, created, improved, widened, straightened, diverted, narrowed or vacated. All Council actions that would create new or change existing right-of-way lines, under this chapter, require public hearings.

>> 179.016 CONDITIONS GOVERNING APPLICATION; PROCEDURES

(A) All requests for creating, improving, altering, and vacating City rights-of-way shall be made by verified written petition, in an application filed with City, including, but not limited to the following:

- (1) A boundary survey and description of the property to be vacated (Subject Property). The boundary survey needs to show the location of any improvements and encroachments within the property to be vacated. The boundary survey and description must be prepared by a professional surveyor and mapper licensed in the state of Florida.
- (2) A legal sketch of description.
- (3) All property owners within five hundred (500) feet of the Subject Property shall be transmitted a courtesy notice by U.S. Mail which shall provide the following: date, time, and location of public hearing; type of petition considered at the public hearing; and location where the petition may be reviewed. Petitioner must request a radius map package from Brevard County.
- (4) A certification from the petitioner that the proposed change will not deprive other property owners of access to and from their property.
- (5) Letters or certificates from all public utilities that the vacation of right-of-way will not interfere with services being provided nor encroach on any utility easements.
- (6) A statement of justification for approval of petition.
- (7) A letter of authorization when the applicant is not the property owner.
- (8) All fees have been paid for the application, mailing, and sign cost associated with said request.

(B) Once a complete application request has been received by City Staff, a review of the petition will be administered verifying that the following steps have been taken prior to being placed on a City Council agenda:

- (1) The requested creation, improvement, alteration, or vacation is consistent with the Transportation Element of the City's Comprehensive Plan.
- (2) The right-of-way does not provide the sole access to any property. Remaining access shall not be by easement unless otherwise permitted in a planned development.
- (3) The proposed creation, improvement, alteration, or vacation would not jeopardize the current or future location of any utility.

- (4) The proposed creation, improvement, alteration, or vacation is not detrimental to the public interest.<<

§ 179.0176 NOTICE OF HEARING.

(A) Before taking any action >>on creating, improving, publicly dedicating or vacating a right-of-way<< ~~set forth in § 179.015~~, the city shall first hold a public hearing with >>public notice as follows:

1. (1) fifteen (15) days written notice shall be given ~~as follows~~: to all property owners within five hundred (500) feet of the subject property. <<

~~(1) Vacation Requests: All persons whose property abuts upon the street or right-of-way by mailing such notice to each property owner; or~~

~~(2) Closure Requests: All persons whose property lies within five hundred (500) feet of the proposed closure.~~

~~(3) Alter, Create, Improve Requests: All persons whose property abuts upon the street by mailing such notice to each property owner.~~

~~The names and addresses of such property owners shall be obtained by the applicant from the current records of the Property Appraiser of Brevard County with a copy provided for the city. Proof of such mailing shall be made by affidavit of the City Clerk, or the Deputy City Clerk, which affidavit shall be filed with the City Clerk. However, failure to receive such notices shall not affect the validity of the proceedings under this chapter.~~

(B) Notice shall also be by publication once in a newspaper of general circulation in the city, and if there be no newspaper of general circulation published in the city, the City Council shall cause the notice to be published in a like manner in a newspaper of general circulation published in the county. Publication shall be at least ten (10) days prior to the date of the hearing, and service by publication shall be verified by affidavit of the publisher and filed with the City Clerk.

(C) For all requests, the City shall post a sign at the approximate location of the closure at least fifteen (15) days prior to the public hearing.

(D) The costs of providing notice of the public hearing shall be the responsibility of the applicant.

§ 179.0187 COUNCIL ACTION.

The City Council, in its sole discretion, shall make a final determination on the application for closure or vacation subsequent to the public hearing. In the case of a vacation, the action shall be quasi-legislative in nature. In the case of a closure, the action shall be quasi-executive in nature.

(A) After the public hearing, the City Council may, by appropriate ordinances, take such action for which notice was previously given.

(B) After the public hearing for a closure request, the City Council may, by resolution, take such action for which notice was previously given.

(C) When the City Council is acting upon a request for creation or widening or improvement of a street, whether public or private, the proposed ordinance shall require a dedication of such street to the appropriate persons, depending upon its proposed use as a

public or private street. However, nothing herein shall be construed as creating an obligation upon the city to perform any act of construction or maintenance within such dedicated areas, except when such obligation is voluntarily assumed by the city.

(D) When the City Council is acting upon a request for vacation or narrowing of a public street, to the extent to which the street is vacated or narrowed, such action shall operate as revocation of acceptance thereof by the City Council. However, the right-of-way and easement therein of any lot owner shall not be impaired by such action.

§ 179.0198 NOTICE OF PASSAGE.

(A) Notice of the adoption of such ordinance by the City Council shall be published one (1) time, within thirty (30) days following its adoption in one (1) issue of a newspaper of general circulation published in the city, and if there be no newspaper published in the city, the City Council shall cause the notice to be published in a newspaper of general circulation published in the county.

(B) A certified copy of an ordinance that change right-of-way lines shall be sent by the City Clerk to the Clerk of the Circuit Court of the county for recordation within thirty (30) days from the date of adoption of the ordinance.

§ 179.02049 APPROVAL BY CITY ENGINEER EMERGENCY AND TEMPORARY CLOSURE.

(A) Approval by City Engineer: After approval by City Council and before any construction of any street is commenced, written approval of the City Engineer shall be obtained certifying that the city's design standards have been met.

(B) Approval by City Manager: The City Manager may authorize emergency and temporary closures.

>>§ 179.021 ADMINISTRATIVE EXTENTIONS.

When vacating is subject to compliance with conditions, such conditions must be met within two (2) years of the enactment of the ordinance. Failure to meet the conditions within two (2) years from the date of approval for the request shall render the ordinance null and void. The applicant may, under good cause request an extension of the time frames through a formal request to the Office of the City Clerk, sixty (60) days prior to the expiration date.<<

§ 179.0220 EFFECT ON UTILITY EASEMENTS.

Any action by Council under this chapter shall not in any manner affect utility equipment or services already installed in the affected or proposed street or the right to maintain and operate the equipment and services in the affected or proposed street or portion thereof. The requestor or petitioner shall notify the applicable utility and service companies of the proposed action regarding the street add shall obtain a notarized letter from the appropriate utility and service companies stating such companies have no objection to the proposed action.

('74 Code, § 20-18) (Ord. 83-23, passed 4-7-83)

§ 179.0234 FEE.

Every application or petition filed with the city under this chapter, except those developments that follow the subdivision or PUD fee schedule, shall be in writing and accompanied by a filing fee as established by resolution pursuant to § [169.004](#).

('74 Code, § 20-19) (Ord. 83-23, passed 4-7-83; Am. Ord. 2006-07, passed 2-2-06) [Penalty, see § 179.999](#)

Project Details: T23-00018

Project Type: **Code Textual Amendment**

Project Location: ,
Milestone: **Under Review**
Created: **7/5/2023**
Description: **Right of Way Parameters**
Assigned Planner: **Alexandra Bernard**

Contacts

Contact	Information
Submitter	Alix Bernard 120 Malabar Rd Palm Bay, FL 32907 alexandra.bernard@palmbayflorida.org
Supplemental Contact	
Assigned Planner	Alexandra Bernard 120 Malabar Rd Palm Bay, FL 32907 alexandra.bernard@palmbayflorida.org

Fields

Field Label	Value
Section Proposed to be Changed	Chapter 179: Streets and other Right of Ways
Proposed Language	
Justification for Proposed Change	To codify language on the time limits that one has on implementing proposed changes to modify the right of way.
Ordinance Number	

Acknowledgement Log

Header:

Legal Acknowledgement

Text:

I, the submitter, understand that this application must be complete and accurate before consideration by the City of Palm Bay and certify that all the answers to the questions in said application, and all data and matter attached to and made 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 application and that the facts stated in it are true.

Accepted By:

Alexandra Bernard

On:

7/5/2023 8:53:22 AM

☒ T23-00018

Select Language ▼



CITY OF PALM BAY
SUITE 201
120 MALABAR RD SE
PALM BAY, FL, 32907

STATE OF WISCONSIN COUNTY OF BROWN:

Before the undersigned authority personally appeared said legal clerk, who on oath says that he or she is a Legal Advertising Representative of the **FLORIDA TODAY**, a daily newspaper published in Brevard County, Florida that the attached copy of advertisement, being a Legal Ad in the matter of

Notice Public Hearing

as published in **FLORIDA TODAY** in the issue(s) dated:
or by publication on the newspaper's website, if authorized,
on

09/21/2023

Affiant further says that the said **FLORIDA TODAY** is a newspaper in said Brevard County, Florida and that the said newspaper has heretofore been continuously published in said Brevard County, Florida each day and has been entered as periodicals matter at the post office in **MELBOURNE** in said Brevard County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has never paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 21th of September 2023, by legal clerk who is personally known to me

Affiant

Notary State of Wisconsin County of Brown

My commission expires

Publication Cost: \$414.85

Ad No: 0005829541

Customer No: BRE-6CI213

This is not an invoice

of Affidavits 1

KATHLEEN ALLEN
Notary Public
State of Wisconsin

Ad#5829541 9/21/2023
CITY OF PALM BAY, FLORIDA
NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the Planning and Zoning Board/Local Planning Agency on October 4, 2023, and by the City Council on October 19, 2023, both to be held at 6:00 p.m., in the City Hall Council Chambers, 120 Malabar Road SE, Palm Bay, Florida, for the purpose of considering the following cases(s):

1. ****CU23-00003 – Sunrise Plaza Enterprise, Inc., Nazim Ali, President, (Richard Franzblau, Esq., Rep.)**
A Conditional Use to allow retail automotive gas/fuel sales in an NC, Neighborhood Commercial District, in accordance with Section 185.042(D)(1) of the Palm Bay Code of Ordinances
A portion of Tract I, Port Malabar Unit 44, Section 22, Township 28, Range 36, Brevard County, Florida, containing approximately 3 acres. Located at the southwest corner of Glencove Avenue NW and Emerson Drive NW
2. ****CU23-00007 – Ascot Palm Bay Holdings, LLC, Gary Smigiel (Chris Pontello, P.E., BGE, Inc., Rep.)**
A Conditional Use to allow a self-storage facility in a CC, Community Commercial District, in accordance with Section 185.043(D)(9) of the Palm Bay Code of Ordinances
Tax Parcel 507, Section 21, Township 28, Range 36, Brevard County, Florida, containing approximately 3.57 acres. Located south of and adjacent to Emerson Drive NW, in the vicinity east of St. Johns Heritage Parkway
3. ****CU23-00013 – Dan-Nico Properties, LLC, Brian Herbert (Jake Wise, P.E., Construction Engineering Group, Inc., Rep.)**
A Conditional Use to allow a proposed self-storage facility in a GC, General Commercial District, in accordance with Section 185.054(D)(9) of the Palm Bay Code of Ordinances
Lots 23 through 25, Block 1990, Port Malabar Unit 40, Section 03, Township 29, Range 37, Brevard County, Florida, containing approximately 2.03 acres. Located west of and adjacent to Martin Road SE, in the vicinity east of Babcock Street SE
4. ****PS23-00008 – Paul Daly and Don Ballew (reps. Kimberly Rezanka, Lacey Lyons Rezanka Attorneys At Law / Aaron Struckmeyer, Pulte Home Company, LLC / Chris Ossa, P.E. and Kinan Husainy, P.E., Kimley Horn & Associates, Inc.)**
A Preliminary Subdivision Plan to allow for a proposed 202-unit townhome development to be known as Lipscomb Street Townhomes
Tracts 6 and 5 of Palm Bay Colony Section 3 and Tracts 4 and 3 of Palm Bay Colony Section 2, all in Section 14, Township 28, Range 37, Brevard County, Florida, containing approximately 24.56 acres. Located east of and adjacent to Lipscomb Street NE, in the vicinity west of Mango Street NE
5. **T23-00018 – City of Palm Bay (Growth Management Department)**
A Textual Amendment to the Code of Ordinances, Title XVII, Land Development Code, Chapter 179: Streets and Other Rights-Of-Way to incorporate a new Section 179.016 on conditions governing applications and procedures and renumbering Sections 179.016 through 179.022.
6. **T23-00024 – City of Palm Bay (Growth Management Department)**
A Textual Amendment to the Code of Ordinances, Title XVII, Land Development Code, Chapter 185: Zoning Code, Section 185.006 to define 'Change of Use' and 'Change of Occupancy'; and to establish Section 185.019, Change of Use, to add new language to the Land Development Code related to change of use or occupancy within an existing site
**Indicates quasi-judicial request(s).
7. **T23-00026 – City of Palm Bay (Growth Management Department)**
A Textual Amendment to the Code of Ordinances, Title XVII, Land Development Code, Chapter 185: Zoning Code, Section 185.006 to define 'Small Event Space', and to amend Section 185.042(B), Neighborhood Commercial District, Principal Uses and Structures, to add a new use to the zoning district, Small Event Space
If an individual decides to appeal any decision made by the Planning and Zoning Board/Local Planning Agency or 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.
Please contact the Palm Bay Land Development Division at (321) 733-3041 should you have any questions regarding the referenced cases.
Chandra Powell
Planning Specialist

ORDINANCE 2023-99

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, TITLE XVII, LAND DEVELOPMENT CODE, CHAPTER 179, STREETS AND OTHER RIGHTS-OF-WAY, SUBCHAPTER 'CREATING, IMPROVING, ALTERING AND VACATING STREETS', BY INCLUDING PROVISIONS RELATING TO CONDITIONS GOVERNING APPLICATION AND PROCEDURES; 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 179, Streets and Other Rights-of-Way, Subchapter 'Creating, Improving, Altering and Vacating Streets', is hereby amended and shall henceforth read as follows:

"Creating, Improving, Altering and Vacating Streets"

* * *

>>Section 179.016 CONDITIONS GOVERNING APPLICATION; PROCEDURES.

(A) All requests for creating, improving, altering, and vacating City rights-of-way shall be made by verified written petition, in an application filed with City, including, but not limited to the following:

(1) A boundary survey and description of the property to be vacated (Subject Property). The boundary survey needs to show the location of any improvements and encroachments within the property to be vacated. The boundary survey and description must be prepared by a professional surveyor and mapper licensed in the state of Florida.

(2) A legal sketch of description.

(3) All property owners within five hundred (500) feet of the Subject Property shall be transmitted a courtesy notice by U.S. Mail which shall provide the following: date, time, and location of public hearing; type of petition

considered at the public hearing; and location where the petition may be reviewed. Petitioner must request a radius map package from Brevard County.

(4) A certification from the petitioner that the proposed change will not deprive other property owners of access to and from their property.

(5) Letters or certificates from all public utilities that the vacation of right-of-way will not interfere with services being provided nor encroach on any utility easements.

(6) A statement of justification for approval of petition.

(7) A letter of authorization when the applicant is not the property owner.

(8) All fees have been paid for the application, mailing, and sign cost associated with said request.

(B) Once a complete application request has been received by City Staff, a review of the petition will be administered verifying that the following steps have been taken prior to being placed on a City Council agenda:

(1) The requested creation, improvement, alteration, or vacation is consistent with the Transportation Element of the City's Comprehensive Plan.

(2) The right-of-way does not provide the sole access to any property. Remaining access shall not be by easement unless otherwise permitted in a planned development.

(3) The proposed creation, improvement, alteration, or vacation would not jeopardize the current or future location of any utility.

(4) The proposed creation, improvement, alteration, or vacation is not detrimental to the public interest.<<

Section ~~179.016~~ >>179.017<< NOTICE OF HEARING.

(A) Before taking any action ~~set forth in § 179.015~~ >>on creating, improving, publicly dedicating or vacating a right-of-way<<, the city shall first hold a public hearing and with fifteen (15) days written notice >>shall be<< given as follows: >>to all property owners within five hundred (500) feet of the subject property.<<

(1) ~~Vacation Requests: All persons whose property abuts upon the street or right-of-way by mailing such notice to each property owner; or >>~~

(2) ~~Closure Requests: All persons whose property lies within five hundred (500) feet of the proposed closure.~~

~~(3) — Alter, Create, Improve Requests: All persons whose property abuts upon the street by mailing such notice to each property owner.~~

~~The names and addresses of such property owners shall be obtained by the applicant from the current records of the Property Appraiser of Brevard County with a copy provided for the city. Proof of such mailing shall be made by affidavit of the City Clerk, or the Deputy City Clerk, which affidavit shall be filed with the City Clerk. However, failure to receive such notices shall not affect the validity of the proceedings under this chapter.~~

* * *

Section 179.017 >>179.018<< COUNCIL ACTION.

* * *

Section 179.018 >>179.019<< NOTICE OF PASSAGE.

* * *

Section 179.019 >>179.020<< APPROVAL BY CITY ENGINEER EMERGENCY AND TEMPORARY CLOSURE.

* * *

>>Section 179.021 ADMINISTRATIVE EXTENSIONS.

When vacating is subject to compliance with conditions, such conditions must be met within two (2) years of the enactment of the ordinance. Failure to meet the conditions within two (2) years from the date of approval for the request shall render the ordinance null and void. The applicant may, under good cause request an extension of the time frames through a formal request to the Office of the City Clerk, no less than sixty (60) days prior to the expiration date.<<

Section 179.020 >>179.022<< EFFECT ON UTILITY EASEMENTS.

* * *

Section 179.021 >>179.023<< FEE.

* * *”

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 2023-XX, held on _____, 2023; and read in title only and duly enacted at Meeting 2023-XX, held on _____, 2023.

Rob Medina, MAYOR

ATTEST:

Terese M. Jones, CITY CLERK

Reviewed by CAO: _____

Applicant: City of Palm Bay

Case: T23-00018

cc: Case File

Strikethrough words shall be deleted; highlighted words that will included will be placed in between two arrow symbols (>> <<). Deletions and additions constitute the proposed amendment. Words remaining are now in effect and remain unchanged.



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Lisa Fraizer, Growth Management Director

DATE: 11/2/2023

RE: Ordinance 2023-100, amending the Code of Ordinances, Chapter 185, Zoning Code, Subchapters 'General Provisions' and 'District Regulations', by including provisions for small event space (Case T23-00026, City of Palm Bay), final reading.

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

The Growth Management Department has submitted a request for a textual amendment to the Code of Ordinances, Title XVII, Land Development Code, Chapter 185: Zoning Code, Section 185.006 to define 'Small Event Space'; and to amend Section 185.042(B), Neighborhood Commercial District, Principal Uses and Structures, to add a new use to the zoning district, Small Event Space as 185.042(B)(11).

The purpose of this amendment is to provide for a broader utility of commercial parcels within the Neighborhood Zoning District by expanding the permitted uses listed in section 185.042(B) to include Small Event Spaces. The permitting for Small Event Spaces in the Neighborhood Commercial Zoning District will accommodate a growing business market within the City.

Numerous attempts to have successful event spaces throughout the City have been made. However, the rigidity of the Land Development Code, as currently written, does not allow for this type of use in any zoning district. The only similar uses in our Zoning Code are "Wedding Venues" (only permitted by Conditional Use in the Rural Residential District) and "Hotels, motels, restaurants, and entertainment venues" (only permitted in PUDs). As such, there is limited commercial space throughout the City that can be utilized for event spaces. Therefore, this amendment is proposed to permit Small Event Spaces in the Neighborhood Commercial District, provided that such a use is in alignment with the definition provided in section 185.006 "Small Event Space is an assembly, gathering, or meeting space, to include clubs, lodges, recreational groups, and similar uses, containing less than five thousand (5,000) square feet of floor area, which are solely confined to indoor spaces with their occupancy being subject to applicable Building and Fire Codes. Any outside spaces will require a Special Event Permit."

By maintaining a strict adherence to the definition of Small Event Space and to the regulations on floor area and permitted occupancy, there are minimal impacts to surrounding properties. Small Event Spaces are not permitted to serve alcohol, unless permitted separately by Conditional Use. As such, this type of use is determined to be compatible with other uses of similar intensity in the Neighborhood Commercial Zoning District.

REQUESTING DEPARTMENT:

Growth Management

FISCAL IMPACT:

There is no fiscal impact.

RECOMMENDATION:

Motion to approve T23-00026.

Planning and Zoning Board Recommendation:

Planning and Zoning Board minutes are not fully transcribed at this time; the following is an excerpt:

Motion to submit Case T23-00026 to City Council for approval.

Motion by Mr. Good, seconded by Mr. McLeod. Motion carried with members voting as follows:

Aye: Jordan, Weinberg, Boerema, Good, McLeod, Olszewski, Warner.

ATTACHMENTS:

Description

T23-00026 - Staff Report

T23-00026 - Application

T23-00026 - Legal Acknowledgement

T23-00026 - Legal Ad

Ordinance 2023-100



STAFF REPORT

LAND DEVELOPMENT DIVISION

120 Malabar Road SE • Palm Bay, FL 32907 • Telephone: (321) 733-3042

landdevelopmentweb@palmbayflorida.org

Prepared by

Jesse Anderson, Assistant Growth Management Director

CASE NUMBER

T23-00026

PLANNING & ZONING BOARD HEARING DATE

October 4, 2023

APPLICANT

City of Palm Bay Growth Management

PROPERTY LOCATION/ADDRESS

Not Applicable

SUMMARY OF REQUEST

A Textual Amendment to the Code of Ordinances, Title XVII, Land Development Code, Chapter 185: Zoning Code, Section 185.006 to define 'Small Event Space'; and to amend Section 185.042(B), Neighborhood Commercial District, Principal Uses and Structures, to add a new permitted use to the zoning district, Small Event Space as 185.042(B)(11).

Existing Zoning

Not Applicable

Existing Land Use

Not Applicable

Site Improvements

Not Applicable

Site Acreage

Not Applicable

SURROUNDING ZONING & USE OF LAND

North

Not Applicable

East

Not Applicable

South

Not Applicable

West

Not Applicable

BACKGROUND:

A Textual Amendment to the Code of Ordinances, Title XVII, Land Development Code, Chapter 185: Zoning Code, Section 185.006 to define 'Small Event Space'; and to amend Section 185.042(B), Neighborhood Commercial District, Principal Uses and Structures, to add a new permitted use to the zoning district, Small Event Space as 185.042(B)(11).

The applicant for this amendment is the City of Palm Bay's Growth Management Department. The request is to define 'Small Event Space', and to add this use as a permitted use in the Neighborhood Commercial Zoning District.

Proposed language for this amendment is attached in legislative style with additions between >>arrow<< symbols and deletions in ~~strike~~through format.

INTENT:

The purpose of the Neighborhood Commercial District shall be to provide areas within Palm Bay which are deemed to be uniquely suited for the development and maintenance of limited commercial activities offering convenience goods and personal services to residents of the surrounding neighborhood area.

ANALYSIS:

The purpose of this amendment is to provide for a broader utility of commercial parcels within the Neighborhood Zoning District by expanding the permitted uses listed in section 185.042(B) to include Small Event Spaces. The permitting for Small Event Spaces in the Neighborhood Commercial Zoning District will accommodate a growing business market within the City.

The City desires to accommodate businesses seeking to operate an event venue that caters to small-scale events and meetings, gatherings, assemblies, lodges and private clubs, recreational groups, and similar uses, which may or may not also provide event planning services, containing less than five thousand (5,000) square feet of floor area, which are solely confined to indoor spaces with their occupancy being subject to applicable Building and Fire Codes. Any outside spaces will require a Special Event Permit. The Land Development Code, as currently written, does not allow for this type of use in any zoning district. The only similar uses in our Zoning Code are "Wedding Venues" (only permitted by Conditional Use in the Rural Residential District) and "Hotels, motels, restaurants, and entertainment venues" (only permitted in PUDs). As such, there is limited commercial space throughout the City that can be utilized for event spaces.

This proposed amendment seeks to permit Small Event Spaces in the Neighborhood Commercial District, provided that such a use is in alignment with the definition provided in section 185.006 "Small Event Space is a venue providing limited capacity for events and

meetings to be held indoors to include, group assemblies, gatherings clubs and lodges, recreational groups, and similar uses.”

By maintaining a strict adherence to the definition of Small Event Space and to the regulations of the zoning district on floor area and permitted occupancy, there are minimal impacts to surrounding properties. Small Event Spaces are not permitted to serve alcohol, unless through the approval of a Conditional Use. As such, this type of use is determined to be compatible with other uses of similar intensity in the Neighborhood Commercial Zoning District.

STAFF RECOMMENDATION:

Case T23-00026 is recommended for approval.

TITLE XVII: LAND DEVELOPMENT CODE

CHAPTER 185: ZONING CODE

§ 185.006 DEFINITIONS.

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

ABROGATE. To abolish; repeal; or annul.

ACCESSORY DWELLING UNIT. A residential dwelling unit, but not a mobile home or recreational vehicle, located on the same lot or parcel of land as a single-family dwelling unit, with a separate, complete housekeeping unit including a separate kitchen, sleeping area, and full bathroom facilities. The unit may be attached to the single-family dwelling unit or detached in a free-standing structure. An accessory dwelling unit is not permitted as accessory to a two-family dwelling, multi-family dwelling, or mobile home dwelling.

(1) The unit shall be accessory to and on the same property as a single-family dwelling unit and may only be located on lots or parcels of land that meet the minimum lot size requirement of any Single-Family Residential District (SF-1, RS-1, RS-2, and RS-3), Estate Residential District (RE), Rural Residential District (RR), or General Use Holding District (GU) where single-family dwellings are permitted.

(2) The unit shall be developed in conjunction with or after development of the principal dwelling unit and the owner of the property must reside within either the principal or the accessory dwelling unit.

(3) Not more than one (1) accessory dwelling unit per property is permitted.

(4) No accessory dwelling unit shall be sold separately from the principal dwelling unit. The accessory dwelling unit and the principal dwelling unit shall be located on a single lot or parcel, or on a combination of lots or parcels.

(5) The air-conditioned floor area of the accessory dwelling unit shall not exceed 50% of the air-conditioned floor area of the principal structure, or 800 square feet, whichever is less. The accessory dwelling unit shall be no less than 200 square feet of air-conditioned floor area.

(6) The unit shall meet the accessory structure setback and height provisions identified in §§ [185.118](#)(A) and (B).

(7) The unit shall be designed so that the exterior façade material is similar in appearance (material and color) of the existing principal structure.

(8) A minimum of one (1), but not more than two (2) parking spaces shall be provided for the accessory dwelling unit, in addition to the spaces required for the principal dwelling unit.

(9) Construction of the accessory dwelling unit, in combination with all structures on the property, shall not cause the maximum lot coverage of the zoning district to be exceeded.

(10) The accessory dwelling unit shall be serviced by centralized water and wastewater or meet the health department's well and septic tank and drain field requirements. Modification, expansion or installation of well and/or septic tank facilities to serve the accessory dwelling unit shall be designed in a manner that does not render any adjacent vacant properties "unbuildable" for development when well and/or septic tank facilities would be required to service development on those adjacent properties.

(11) An accessory dwelling unit shall be treated as a mobile home unit for impact fees.

SIGN. Any device to inform or attract the attention of persons not on the premises on which the sign is located; provided, however, that the following shall not be included in the application of the regulations herein:

(1) Signs not exceeding one (1) square foot in area and bearing only property numbers, postbox numbers, names of occupants of premises, or other identification of premises not having commercial connotations;

(2) Flags and insignia of any governmental level except when displayed in connection with commercial promotion;

(3) Legal notices, identification, informational, or directional signs erected or required by governmental bodies;

(4) Integral decorative or architectural features of buildings, except letters, trademarks, moving parts, or flashing lights;

(5) Signs directing and guiding traffic and parking on private property, but bearing no advertising matter.

>>**SMALL EVENT SPACE.** an assembly, gathering, or meeting space, to include clubs, lodges, recreational groups, and similar uses, containing less than five thousand (5,000) square feet of floor area, which are solely confined to indoor spaces with their occupancy being subject to applicable Building and Fire Codes. Any outside spaces will require a Special Event Permit. <<

STREET. In addition to the definition contained herein, a street for the purposes of this section shall be a public or private right-of-way set aside for public travel which is more than thirty (30) feet in width.

(1) **STREET RIGHT-OF-WAY LINE.** The property line which bounds the-right-of-way set aside for use as a street.

(2) **STREET CENTERLINE.** The midpoint between the street right-of way.

STRUCTURE. See **BUILDING.**

SUBMERGED LANDS. Submerged lands include, but are not limited to, tidal lands, islands, sandbars, shallow banks and lands waterward of the ordinary or mean high water line, beneath navigable fresh water or beneath tidally-influenced waters. Privately owned submerged lands may be utilized for the calculation of density and intensity of residential and commercial development.

SWIMMING POOL. Any portable pool or permanent structure containing a body of water eighteen (18) inches or more in depths intended for recreational purposes, but not including an ornamental reflecting pool or fish pond or other type of pool regardless of size, unless it is located and designed so as to create a hazard or to be used for swimming or wading.

§ 185.042 NC — NEIGHBORHOOD COMMERCIAL DISTRICT.

(A) *Intent.* The purpose of the neighborhood commercial district shall be to provide areas within Palm Bay which are deemed to be uniquely suited for the development and maintenance of limited commercial activities offering convenience goods and personal services to residents of the surrounding neighborhood area. Development standards and provisions are established to ensure the proper development and location of uses and services deemed appropriate within the district; to reduce conflicts with adjacent residential uses, and to minimize the interruption of traffic along adjacent thoroughfares.

(B) *Principal uses and structures.* The following uses and structures are permitted.

(1) Retail stores, sales, and display rooms (not including automotive, lumber and building supply, and similar uses) containing less than five thousand (5,000) square feet of floor area.

(2) Personal service establishments such as beauty and barber, laundry and dry cleaning pick-up stations, and the like.

(3) Professional offices, studios, clinics, general offices, government office, business schools and similar uses containing less than five thousand (5,000) square feet of floor area.

(4) Schools, libraries, and churches.

(5) Day care centers containing less than five thousand (5,000) square feet of floor area.

(6) Restaurant, not including drive-through facilities and containing less than five thousand (5,000) square feet of floor area.

(7) Public utility equipment, facilities and uses located on one-half (½) acre or less of contiguous land.

(8) Banks and financial institutions without drive-through facilities.

(9) Public uses.

(10) Veterinarian clinics provided all activities are within the principal structure and there is no boarding of animals.

>>(11) Small Event Spaces containing less than five thousand (5,000) square feet of floor area, which are solely confined to indoor spaces with their occupancy being subject to applicable Building and Fire Codes.<<

(C) *Accessory uses and structures.* Customary accessory uses of one (1) or more of the principal uses clearly incidental and subordinate to the principal use, in keeping with the low intensity commercial character of the district. All storage shall be in an enclosed structure.

(D) *Conditional uses:*

(1) Retail automotive gas/fuel sales:

(a) Access. Retail automotive gas/fuel sales establishments shall be located on arterial roadways, at a signalized intersection of a major road collector, or on corner lots at intersections of collector streets or higher functional classification as identified in the adopted Palm Bay Comprehensive Plan. No more than two (2) corner lots at any one (1) intersection shall be used for retail gasoline or automotive fuel sales. No driveway or access shall be permitted within one hundred (100) feet from an intersection of collector streets or higher functional classification.

(b) Minimum street frontage: one hundred and fifty (150) feet on each abutting street.

(c) Location of facilities. Gasoline/ fuel pumps, storage tanks and other service island equipment shall be at least twenty (20) feet from all property lines, fifteen (15) feet from any building and one hundred (100) feet from the nearest residentially zoned land. No gasoline/fuel pump, storage tank or other equipment shall be located closer than one thousand (1,000) feet from any municipal or public supply well.

(d) No fuel pump and tank installation shall have more than four (4) pump islands nor more than eight (8) pumps.

(e) Tank storage: Underground storage required for all receptacles for combustible materials in excess of two hundred (200) gallons.

(f) The proposed use will not constitute a nuisance or hazard because of vehicular traffic movement, delivery of fuel movement, noise or fume generation.

(g) 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.

(h) Development and operation of the fuel pumps and attendant storage tanks shall be in compliance with §§ [176.01](#) et seq. of this code of ordinances.

(2) Banks and financial institutions with drive-through facilities with the following condition: The proposed site fronts on an arterial road or at the intersection of collector streets or higher functional classification.

(3) Restaurants with drive-through facilities and restaurants that allow patrons to dance to music, subject to the provisions set forth in § [185.088](#)(l).

(4) Indoor commercial recreation and amusement such as batting cages, miniature vehicle racetracks and similar uses.

(5) Public utility equipment, facilities and uses located on sites greater than one-half (½) acre in size.

(6) Eating establishments licensed by the Division of Hotels and Restaurants of the Department of Business and Professional Regulation licensed as a restaurant that serve alcohol.

(7) Retail stores, sales, and display rooms (not including automotive, lumber and building supplies) and similar uses occupying more than five thousand (5,000) square feet of gross floor.

(8) Professional offices, studios, clinics, general offices, government offices, business schools and similar uses occupying more than five thousand (5,000) square feet of gross floor area.

(9) Day care centers occupying more than five thousand (5,000) square feet of gross floor area.

(E) *Prohibited uses and structures:*

(1) All uses not specifically or provisionally permitted herein.

(2) Corrections facilities.

(3) Arcade amusement centers.

(4) Pain-management clinic.

(5) Electronic gaming establishments.

(F) *Lot and structure requirements:*

- (1) Minimum lot area — ten thousand (10,000) square feet.
- (2) Minimum lot width — one hundred (100) feet.
- (3) Minimum lot depth — one hundred (100) feet.
- (4) Maximum building coverage — thirty percent (30%).
- (5) Minimum floor area — three hundred (300) square feet.
- (6) Maximum height — twenty-five (25) feet.
- (7) Minimum yard requirements:

(a) Front — thirty (30) feet minimum building setback. Parking areas may be located in the front yard except within ten (10) feet of the front lot line.

(b) Side interior — ten (10) feet minimum building setback. Parking areas may be located in the side yard, except within five (5) feet of the side lot line. Side yards abutting residentially zoned property shall maintain a twenty-five (25) foot minimum setback for all buildings and parking.

(c) Side corner — twenty-five (25) feet minimum building setback. Parking areas may be located in the side corner yard, except within ten (10) feet of any public or private street.

(d) Rear — twenty-five (25) feet minimum building and parking area setback; ten (10) feet when abutting a dedicated alley.

(8) Shared access and parking areas.

(a) No side interior building and parking area setbacks are required provided all of the following are met:

1. Buildings on adjacent parcels, under separate ownership, are joined by a common wall;
2. Parking areas and aisles are joined with adjacent parcel(s) under separate ownership;
3. Curb cuts and driveways on principal roadways (collector and arterial streets) are shared in common by all parcels involved and a minimum spacing of one hundred and fifty (150) feet is maintained; or access is provided by an approved frontage road;
4. Easements and/or written assurances of cross access and a sharing of common facilities (stormwater system, solid waste container(s), lighting, landscaping, etc.), as may be applicable, from all property owners involved must be approved prior to the issuance of a building permit.

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

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

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

(10) *Design requirements.*

(a) An Architectural Style for each structure is required. This shall include adherence to all standards contained in § [185.134](#).

('74 Code, § 25-134) (Ord. 89- 08, passed 4-27-89; Am. Ord. 93- 22, passed 12-2-93; Am. Ord. 94- 05, passed 3-17-94; Am. Ord. 94- 30, passed 6-16-94; Am. Ord. 95- 44, passed 11-2-95; Am. Ord. 98- 07, passed 4-16-98; Am. Ord. 98- 31, passed 9-17-98; Am. Ord. 98-35, passed 10-22-98; Am. Ord. 2000-44, passed 9-21-00; Am. Ord. 2000-57, passed 11-2-00; Am. Ord. 2004-02, passed 1-22-04; Am. Ord. 2004-59, passed 10-7-04; Am. Ord. 2008-27, passed 5-1-08; Am. Ord. 2008-42, passed 6-5-08; Am. Ord. 2008-58, passed 10-16-08; Am. Ord. 2008-59, passed 10-16- 08; Am. Ord. 2009-16, passed 5-7- 09; Am. Ord. 2010-41, passed 9-16-10; Am. Ord. 2016-17, passed 4-21-16; Am. Ord. 2017-30, passed 4-20-17; Am. Ord. 2022-115, passed 11-17-22)

Project Details: T23-00026

Project Type: **Code Textual Amendment**

Project Location: ,
Milestone: **Under Review**
Created: **8/22/2023**
Description: **Small Event Space**
Assigned Planner: **Jesse Anderson**

Contacts

Contact	Information
Submitter	Tania Ramos FL tania.ramos@palmbayflorida.org
Supplemental Contact	Lisa Frazier, AICP, Growth Management Director 120 Malabar Road SE Palm Bay, FL 32907 (321) 733-3042 lisa.frazier@palmbayflorida.org
Assigned Planner	Jesse Anderson Palm Bay, FL 32907 jesse.anderson@palmbayflorida.org

Fields

Field Label	Value
Section Proposed to be Changed	
Proposed Language	
Justification for Proposed Change	
Ordinance Number	

Acknowledgement Log

 T23-00026 | *Code Textual Amendment*

Header: Legal Acknowledgement

Text: I, the submitter, understand that this application must be complete and accurate before consideration by the City of Palm Bay and certify that all the answers to the questions in said application, and all data and matter attached to and made 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 application and that the facts stated in it are true.

Accepted By: Tania Ramos

On: 8/22/2023 1:58:10 PM

 T23-00026



Please contact us with changes or cancellations as soon as possible, otherwise no further action needed.

PUBLICATION	TOLL-FREE	Local #	Email
Florida Today	888-516-9220	321-242-3632	BRElegals@gannett.com

Customer: CITY OF PALM BAY

Ad No.: 0005829541

Address: SUITE 201
PALM BAY FL 32907
USA

Pymt Method Invoice
Order Amount 414.85

Run Times: 1

No. of Affidavits: 1

Run Dates: 09/21/23

Text of Ad:

Ad#5829541 9/21/2023
CITY OF PALM BAY, FLORIDA
NOTICE OF PUBLIC HEARING
Notice is hereby given that a public hearing will be held by the Planning and Zoning Board/Local Planning Agency on October 4, 2023, and by the City Council on October 19, 2023, both to be held at 6:00 p.m., in the City Hall Council Chambers, 120 Malabar Road SE, Palm Bay, Florida, for the purpose of considering the following case(s):
1. **CU23-00003 - Sunrise Plaza Enterprise, Inc., Nazim Ali, President, (Richard Franzblau, Esq., Rep.)
A Conditional Use to allow retail automotive gas/fuel sales in an NC, Neighborhood Commercial District, in accordance with Section 185.042(D)(1) of the Palm Bay Code of Ordinances
A portion of Tract I, Port Malabar Unit 44, Section 22, Township 28, Range 36, Brevard County, Florida, containing approximately 3 acres. Located at the southwest corner of Glencove Avenue NW and Emerson Drive NW
2. **CU23-00007 - Ascot Palm Bay Holdings, LLC, Gary Smigiel (Chris Pontello, P.E., BGE, Inc., Rep.)
A Conditional Use to allow a self-storage facility in a CC, Community Commercial District, in accordance with Section 185.043(D)(9) of the Palm Bay Code of Ordinances
Tax Parcel 507, Section 21, Township 28, Range 36, Brevard County, Florida, containing approximately 3.57 acres. Located south of and adjacent to Emerson Drive NW, in the vicinity east of St. Johns Heritage Parkway
3. **CU23-00013 - Dan-Nico Properties, LLC, Brian Herbert (Jake Wise, P.E., Construction Engineering Group, Inc., Rep.)
A Conditional Use to allow a proposed self-storage facility in a GC, General Commercial District, in accordance with Section 185.054(D)(9) of the Palm Bay Code of Ordinances
Lots 23 through 25, Block 1990, Port Malabar Unit 40, Section 03, Township 29, Range 37, Brevard County, Florida, containing approximately 2.03 acres. Located west of and adjacent to Martin Road SE, in the vicinity east of Babcock Street SE
4. **PS23-00008 - Paul Daly and Don Ballew (reps. Kimberly Rezanka, Lacey Lyons Rezanka Attorneys At Law / Aaron Struckmeyer, Fulte Home Company, LLC / Chris Ossa, P.E. and Kinan Husainy, P.E., Kimley Horn & Associates, Inc.)
A Preliminary Subdivision Plan to allow for a proposed 202-unit townhome development to be known as Lipscomb Street Townhomes
Tracts 6 and 5 of Palm Bay Colony Section 3 and Tracts 4 and 3 of Palm Bay Colony Section 2, all in Section 14, Township 28, Range 37, Brevard County, Florida, containing approximately 24.56 acres. Located east of and adjacent to Lipscomb Street NE, in the vicinity west of Mango Street NE
5. T23-00018 - City of Palm Bay (Growth Management Department)
A Textual Amendment to the Code of Ordinances, Title XVII, Land Development Code, Chapter 179: Streets and Other Rights-Of-Way to incorporate a new Section 179.016 on conditions gov-

erning applications and procedures and renumbering Sections 179.016 through 179.022.

6. T23-00024 – City of Palm Bay (Growth Management Department)
A Textual Amendment to the Code of Ordinances, Title XVII, Land Development Code, Chapter 185: Zoning Code, Section 185.006 to define 'Change of Use' and 'Change of Occupancy'; and to establish Section 185.019, Change of Use, to add new language to the Land Development Code related to change of use or occupancy within an existing site
**Indicates quasi-judicial request(s).

7. T23-00026 – City of Palm Bay (Growth Management Department)
A Textual Amendment to the Code of Ordinances, Title XVII, Land Development Code, Chapter 185: Zoning Code, Section 185.006 to define 'Small Event Space'; and to amend Section 185.042(B), Neighborhood Commercial District, Principal Uses and Structures, to add a new use to the zoning district, Small Event Space
If an individual decides to appeal any decision made by the Planning and Zoning Board/Local Planning Agency or 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.
Please contact the Palm Bay Land Development Division at (321) 733-3041 should you have any questions regarding the referenced cases.
Chandra Powell
Planning Specialist

ORDINANCE 2023-100

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, TITLE XVII, LAND DEVELOPMENT CODE, CHAPTER 185, ZONING CODE, SUBCHAPTERS 'GENERAL PROVISIONS' AND 'DISTRICT REGULATIONS', BY INCLUDING PROVISIONS FOR SMALL EVENT SPACE; PROVIDING FOR THE REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR INCLUSION IN THE CITY OF PALM BAY CODE OF ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

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

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

"Section 185.006 DEFINITIONS.

* * *

>>**SMALL EVENT SPACE.** An assembly, gathering, or meeting space, to include clubs, lodges, recreational groups, and similar uses, containing less than five thousand (5,000) square feet of floor area, which are solely confined to indoor spaces with their occupancy being subject to applicable Building and Fire Codes. Any outside spaces will require a Special Event Permit.<<

* * *"

SECTION 2. The City of Palm Bay Code of Ordinances, Title XVII, Land Development Code, Chapter 185, Zoning Code, Subchapter 'District Regulations', Section 185.042, NC – Neighborhood Commercial District, is hereby amended and shall henceforth read as follows:

“Section 185.042 NC – NEIGHBORHOOD COMMERCIAL DISTRICT.

* * *

(B) *Principal uses and structures.* The following uses and structures are permitted.

* * *

>>(11) Small Event Spaces containing less than five thousand (5,000) square feet of floor area, which are solely confined to indoor spaces with their occupancy being subject to applicable Building and Fire Codes.<<

* * *”

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

SECTION 5. If any portion, clause, phrase, sentence or classification of this ordinance is held or declared to be either unconstitutional, invalid, inapplicable, inoperative or void, then such declaration shall not be construed to affect other portions of the ordinance; it is hereby declared to be the express opinion of the City Council of the City of Palm Bay that any such unconstitutional, invalid, inapplicable, inoperative or void portion or portions of this ordinance did not induce its passage, and that without the inclusion of any such portion or portions of this ordinance, the City Council would have enacted the valid constitutional portions thereof.

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

Read in title only at Meeting 2023-XX, held on _____, 2023; and read in title only
and duly enacted at Meeting 2023-XX, held on _____, 2023.

Rob Medina, MAYOR

ATTEST:

Terese M. Jones, CITY CLERK

Reviewed by CAO: _____

Applicant: City of Palm Bay

Case: T23-00026

cc: Case File

~~Strikethrough~~ words shall be deleted; highlighted words that will included will be placed in between two arrow symbols (>> <<). Deletions and additions constitute the proposed amendment. Words remaining are now in effect and remain unchanged.



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Christopher A. Little, P.E.

DATE: 11/2/2023

RE: Ordinance 2023-101, amending the Code of Ordinances, by creating a new Chapter 203, to be titled 'Mandatory Connection to Potable Water and Sewer Utilities', final reading.

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

The Utilities Department is seeking City Council approval to adopt a mandatory connection ordinance for the City's centralized water and sewer system. The proposed ordinance contains legislative intent, definitions, references to Florida Statutes, timeline for notification to property owners, private connections to City utilities, and abandonment of existing on-site sewer treatment facilities.

Section 381.00655(1)(a), Florida Statutes requires property owners to connect to wastewater treatment systems (whether publicly or investor owned) within one year of being notified of such system becoming available. While Florida Statutes impose a mandatory connection requirement for wastewater, there is no statute applicable to potable water. As such, in requiring mandatory connection to the City's potable water system, the City would be relying solely on its home rule authority pursuant to Article VII, Section II, Fla. Const., and section 166.021, Florida Statute. A survey of local governments throughout the state reveals that several have enacted such potable water mandatory connection ordinances. See, e.g., section 3-8-233, Charlotte County Code of Ordinances; section 34-35, Broward County Code of Ordinances.

In recent years the City of Palm Bay's absence of a mandatory connection policy has been a topic of discussion amongst outside agencies. Due to the absence of a mandatory connection ordinance, the City has been unable to pursue various grant funding opportunities, which are contingent upon existing mandatory connection policies. A mandatory connection ordinance will better position the City to pursue local, state, and federal grants to reduce the property owner's financial burden resulting from mandatory connection. Further, it will be economically viable for the Utilities Department to expand water and sewer infrastructure knowing that installation costs will be recoverable through the collection of fees related to the availability of water and sewer services. Finally, the City will be positioned to promote environmental stewardship within our community by working towards the elimination of over 32,000 existing septic systems and 12,000 exiting drinking water wells throughout Palm Bay.

The City has recently sought various funding opportunities to facilitate septic-to-sewer conversions and alleviate the cost burden to private property owners. On December 1, 2022, City Council approved \$420,000 in State & Local Fiscal Recovery Funds under the American Rescue Plan Act (ARPA) to assist eligible low-income households with connection to City sewer. Additionally, the City sought and secured State appropriations totaling \$2,100,000 during the Fiscal Year 2023-2024 legislative session to assist with septic-to-sewer conversions, for which funds will be made available to the City through a grant agreement for the term of July 1, 2023 - June 30, 2024. (The grant agreement is forthcoming to City Council once received from the Florida Department of Environmental Protection.) The City is also seeking \$5 million in funding appropriations for additional septic to sewer conversion in the Fiscal Year 2024-2025 State legislative session. Finally, the City is currently coordinating with the Save Our Indian River Lagoon (SOIRL) Program to leverage available “quick connect” grant funds for residents as funds are made available. To date, the SOIRL program has funded over 250 septic to sewer conversions in Palm Bay. City Council’s adoption of a mandatory connection ordinance will also enable the City to qualify for grant funding through Florida Department of Environmental Protection’s Wastewater Quality Improvement Grant Program.

As of October 1, 2023, there are approximately 1,066 developed parcels where City sewer is available (known as Sewer Available Not Connected or SANC) and 2,344 developed parcels where City water is available (known as Water Available Not Connected or WANC). Of those developed parcels, 289 are neither connected to water nor sewer. Upon approval of the mandatory connection ordinance and through a phased approach, the Utilities Department will notify SANC and WANC customers of the availability of water and sewer services. Due to funding constraints, staff is recommending a phased notification to residents for mandatory connection. Phase 1 includes residential properties which have both centralized water and sewer available (289 parcels) as well as properties located east of Interstate 95 and in northeast Palm Bay.

The tentative notification schedule is as follows:

Date of Notification	SANC Properties	WANC Properties
July 2024	347 (Phase 1)	545 (Phase 1, 2)
July 2025	266 (Phase 2)	546 (Phase 3, 4)
July 2026	236 (Phase 3)	559(Phase 5, 6)
July 2027	217 (Phase 4)	694 (Phase 7, 8, 9)
TOTAL	1,066	2,344

Based on the recent septic-to-sewer conversion pricing obtained from the SOIRL Program, the average cost per household to connect to centralized sewer is \$12,000. Connection to the City’s centralized water system is estimated to cost \$2,000-6,000, which includes City deposits, building permits, and meter installation charges. The cost for connection to City water is dependent on whether the resident decides to abandon the well or repurpose it for irrigation.

Staff is also requesting City Council’s consideration for a temporary waiver of all utility-related fees for both water and sewer connections for households that comply with the mandatory connection notification letters. Such fees include Main Line Extension Charges (Chapter 200.11(F)) and Impact Fees (Chapter 171.50), approximately \$5,670.40 for sewer and \$3,553 for water. It is estimated that the waiver of fees will result in a Utilities Department revenue loss of \$8,320,656 for Impact Fees and \$6,052,223 for Main Line Extension charges over the course of all phases. The temporary waiver will expire 365 days from official notice from the City that water and/or sewer service is readily available. The waivers only apply to existing developed properties

currently on septic and/or well where centralized sewer and/or water is currently available.

REQUESTING DEPARTMENT:

City Manager's Office, Utilities

FISCAL IMPACT:

Assuming 100% connection, ongoing user rates would generate approximately \$1.6 million annually based on an average residential customer using 3,787 gallons per month. Waiver of utilities-related fees for the identified lots will result in a one-time revenue loss of \$8,320,656 for Impact Fees and \$6,052,223 for Main Line Extension charges over the duration of the phasing plan.

RECOMMENDATION:

Motion to adopt an Ordinance creating Chapter 203 of the City of Palm Bay's Code of Ordinances, establishing mandatory connection to potable water and sewer utilities; and authorize a temporary waiver of utility-related main line extension and impact fees for water and sewer connections as a result of mandatory connection notices.

ATTACHMENTS:

Description

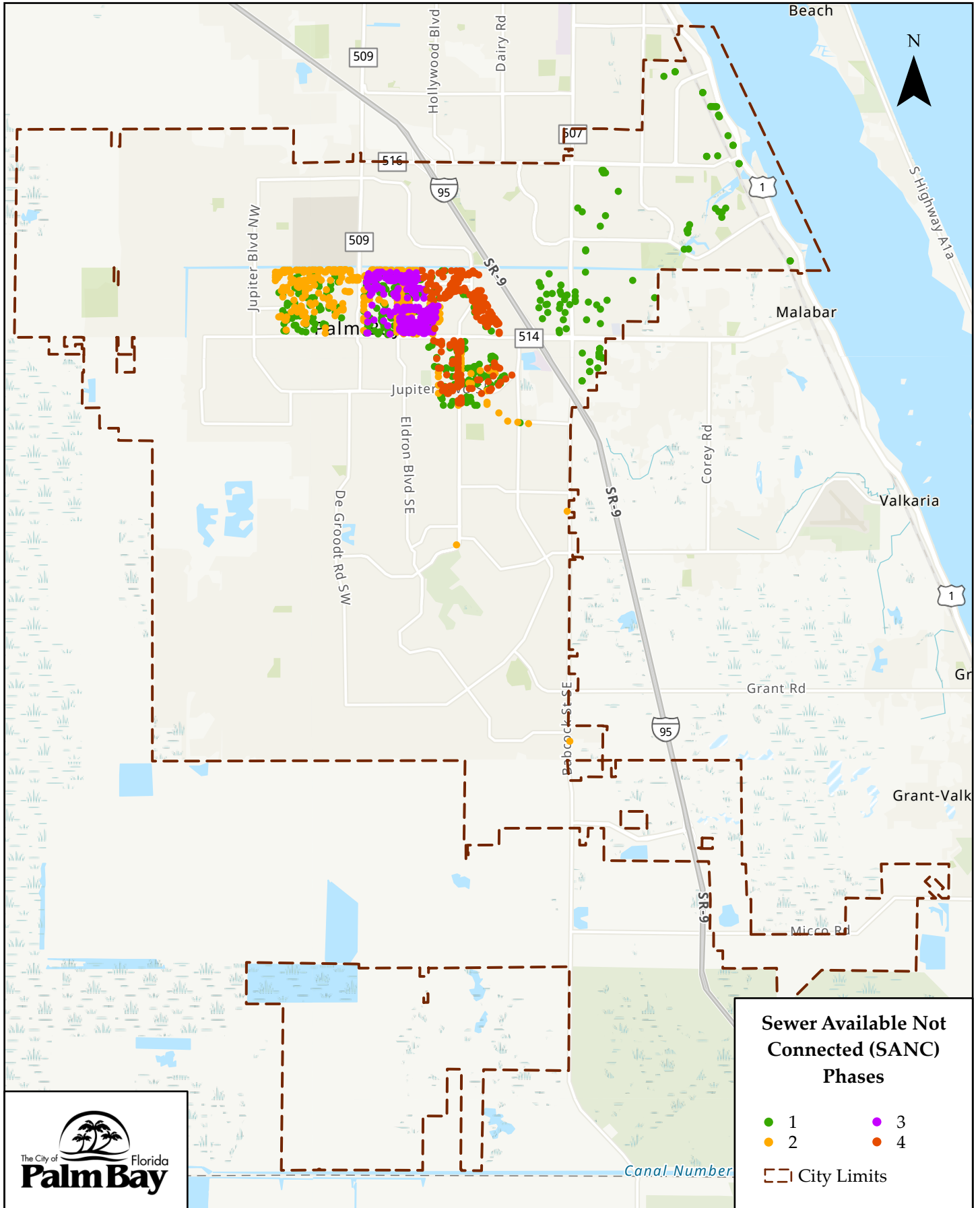
Map of SANC Phasing

Map of WANC Phasing

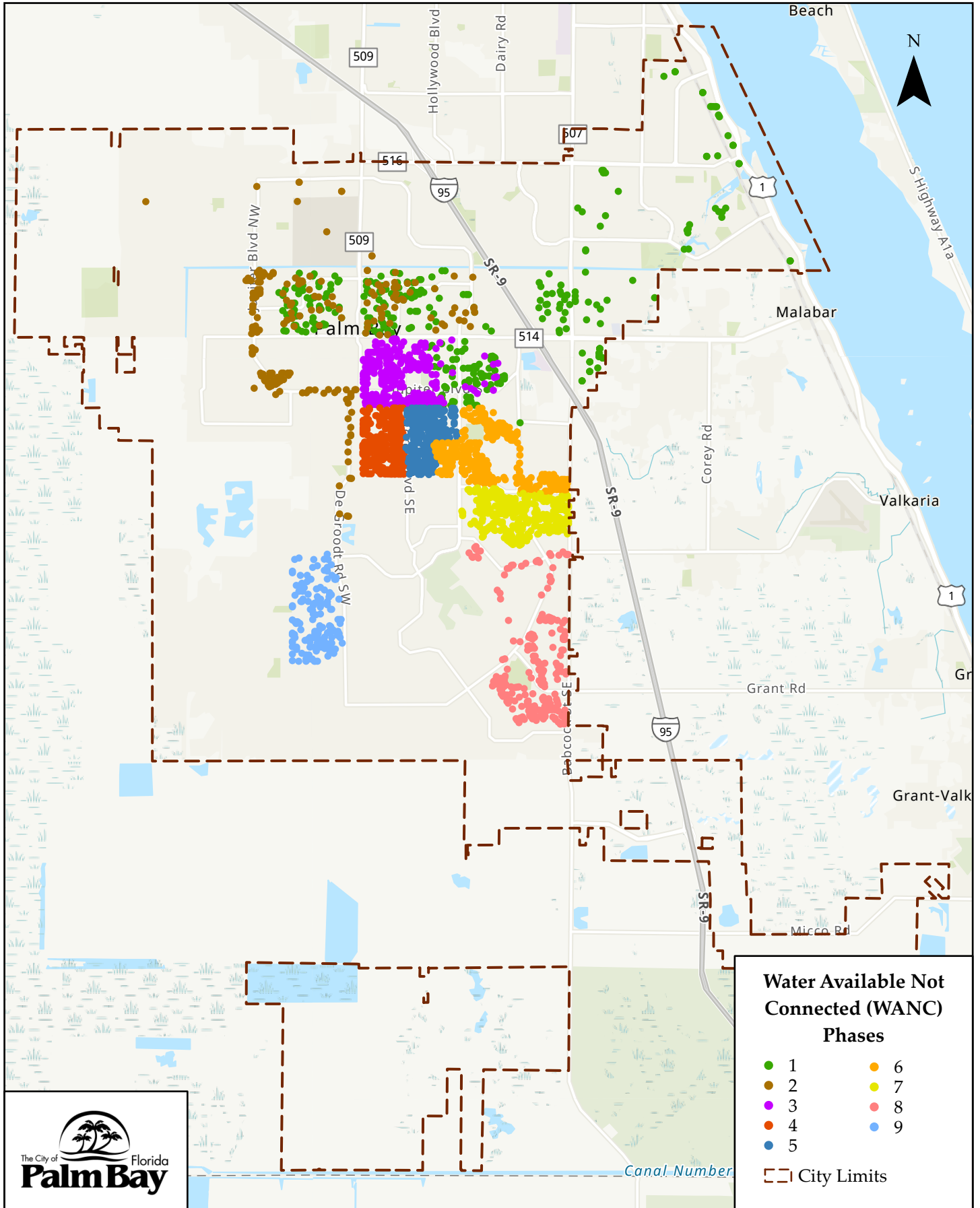
Ordinance 2023-101

Sewer Available Not Connected (SANC)

Phasing



Water Available Not Connected (WANC) Phasing



ORDINANCE 2023-101

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, TITLE XX, UTILITIES CODE, BY CREATING A NEW CHAPTER 203, TO BE TITLED 'MANDATORY CONNECTION TO POTABLE WATER AND SEWER UTILITIES'; 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 XX, Utilities Code, is hereby amended by creating a new Chapter 203, to be titled 'Mandatory Connection to Potable Water and Sewer Utilities', which shall henceforth read as follows:

>>CHAPTER 203: MANDATORY CONNECTION TO POTABLE WATER AND SEWER UTILITIES

General Provisions

Section 203.01. LEGISLATIVE FINDINGS.

It is hereby ascertained, determined, and declared that:

(A) Pursuant to Art. VIII, Section 2(b), Florida Constitution; Section 166.021(1), Florida Statutes; and Article I, City Charter, the City of Palm Bay ("City"), through the City Council, has all governmental, corporate, and proprietary powers to enable it to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except when expressly prohibited by law.

(B) Section 381.00655, Florida Statutes, requires the owners of on-site sewage treatment and disposal systems ("OSTDS") to connect to an available publicly owned or investor-owned sewage system within a specified period of time after receiving written notification that the system is available for connection.

(C) Section 381.00655, Florida Statutes, expressly states that it does not limit the power of a municipality to enforce other laws for the protection of the public health and safety.

(D) Section 180.02, Florida Statutes, authorizes the City to create a zone by ordinance and prescribe reasonable regulations requiring all persons and

entities within that zone to connect to public sewer and alternative water systems when available and further provides that the City may extend this zone up to five miles outside of the corporate limits.

(E) The growing population of the City, the increasing contamination of groundwater and surface water and multiple devastating algae blooms that have occurred in the Indian River Lagoon in recent years, combined with the continued use of septic tanks constitutes a danger to the public health and requires connection of all developed properties to central wastewater treatment facilities whenever and wherever it is physically feasible.

(F) The connection of all developed properties to a central wastewater treatment system and the elimination of OSTDS promotes the health, safety, and welfare of all residents of the City by protecting and preserving natural resources and the quality of the environment through the elimination of potential sources of potable and surface water pollution and contamination.

(G) Properties within the City may obtain potable water from private wells, the water from which is not subject to the comprehensive contaminant testing and other regulations imposed pursuant to the Safe Drinking Water Act (42 U.S.C. § 300f et. seq.).

(H) A 2009 U.S. Geological Survey study of over 2,000 private wells across the United States found that about twenty-three percent (23%) had at least one contaminant at a level of potential health concern.

(I) The contamination of private drinking wells represents a threat to the health, safety, and welfare of the citizens of the City, which the City desires to address and alleviate through the connection of all developed properties to central potable water treatment and distributions systems whenever and wherever physically feasible.

Section 203.02. DEFINITIONS.

The following words and terms have the following meanings, unless the context otherwise requires a different definition:

ABANDON shall mean the abandonment of an Onsite Sewage Treatment and Disposal System, as accomplished pursuant to Rule 64E-6.011, Florida Administrative Code ("F.A.C").

AVAILABLE, when used in reference to connection to a Sewer Utility, means that the Sewer Utility is capable of being connected to the plumbing of a building, is not under a Department of Environmental Protection moratorium, has adequate capacity to accept the sewage to be generated by the building, and:

(1) For Developed Property that has an estimated sewage flow of one thousand (1,000) gallons per day or less, as determined by the Sewer Utility, a gravity sewer line to maintain gravity flow from the property's drain to the sewer line, or a low pressure or vacuum sewage collection line in those areas approved for low pressure or vacuum sewage collection, exists in a public easement or right-of-way that abuts the property line of such Developed Property; or

(2) For a building with estimated sewage flows exceeding one thousand (1,000) gallons per day, as determined by the Sewer Utility, a sewer line, force main, or lift station exists in a public easement or right-of-way that abuts the property or is within 50 feet of the property line of such Developed Property, as accessed via existing rights-of-way or easements; or

(3) For proposed residential subdivisions with more than fifty (50) lots, for proposed commercial subdivisions with more than five (5) lots, or for areas zoned or used for an industrial or manufacturing purpose or its equivalent, a sewerage system exists within one-fourth mile of the property line of the development as measured and accessed via existing easements or rights-of-way; or

(4) For repairs or modifications within areas zoned or used for an industrial or manufacturing purpose or its equivalent, a sewerage system exists within five hundred (500) feet of an establishment's or residence's sewer stub-out as measured and accessed via existing rights-of-way or easements.

AVAILABLE, when used in reference to connection to a Potable Water Utility, means that the Potable Water Utility is capable of being connected to the plumbing of a building, is not under a Department of Environmental Protection moratorium, has adequate capacity to supply potable water to the building, and:

(1) For a building that has an estimated water usage of one thousand (1,000) gallons per day or less, as determined by the Potable Water Utility, a water distribution line exists in an easement or right-of-way that abuts the property line of the lot or is within one hundred (100) feet of the property line; or

(2) For a building with an estimated water usage of more than one thousand (1,000) gallons per day, as determined by the Potable Water Utility, a water distribution line exists in an easement or right-of-way that abuts the property or is within fifty (50) feet of the property line of the lot as accessed via existing rights-of-way or easements; or

(3) For proposed residential subdivisions with more than fifty (50) lots, for proposed commercial subdivisions with more than five (5) lots, or for areas

zoned or used for an industrial or manufacturing purpose, a water distribution line exists within one-fourth mile of the property line of the development as measured and accessed via existing easements or rights-of-way.

BUILDING shall mean any structure designed or built for support, enclosure, shelter or protection of persons, animals, chattels or property of any kind. "Building" shall include any structure constructed or used for a residence, business, industry or other private or public purpose.

CITY shall mean the City of Palm Bay, Florida.

CITY COUNCIL OR COUNCIL shall mean the City of Palm Bay City Council.

CONNECTION FEE shall mean the water and wastewater capital charges imposed pursuant to Section 171.50, City of Palm Bay Code of Ordinances ("Code"), to recover the capital costs associated with connecting new users to the Potable Water Utility and Sewer Utility respectively.

DEVELOPED PROPERTY shall mean any improved property containing a Building with a plumbing system.

ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM ("OSTDS") shall mean a system subject to Rule 64E-6, F.A.C., that contains a standard subsurface, filled, or mound drain field system; a septic tank, an aerobic treatment unit, a laundry wastewater system; a grease interceptor; a dosing tank, a solids or effluent pump; a waterless, incinerating, or organic waste-composting toilet; or a sanitary pit privy.

POTABLE WATER SERVICE AREA shall mean any geographic area within the City within which potable water treatment and distribution is made available or is intended to be made available by a Potable Water Utility.

POTABLE WATER UTILITY shall mean the City's potable water treatment and distribution system or any investor-owned potable water treatment and distribution system permitted to operate within the City pursuant to applicable laws and regulations.

SEWER SERVICE AREA shall mean any geographic area identified by the City and in accordance with Section 180.02, Florida Statutes, within which central wastewater collection, treatment, and disposal service is made available or is intended to be made available by a Sewer Utility.

SEWER UTILITY shall mean the "Publicly Owned Treatment Works" or "POTW," as defined pursuant to Section 200.02 of the Code, or any investor-

owned wastewater treatment, collection, conveyance, and disposal system permitted to operate within the Sewer Service Area pursuant to applicable laws and regulations.

Mandatory Connection to Sewer Utility

Section 203.10. CONNECTION TO SEWER UTILITY REQUIRED

(A) All Developed Property within the Sewer Service Area shall connect to a Sewer Utility within one (1) year of the final notification of availability of service described herein.

(B) By subsequent resolution, the City may, with the approval of the Department of Health, waive the requirement of mandatory connection to a Sewer Utility for a property or properties if it determines that such connection is not required in the public interest due to public health considerations.

(C) By subsequent resolution, the City may establish a process to grant a variance to an owner of a performance based OSTDS permitted by the Department of Health as long as the OSTDS is functioning in accordance with the conditions of its operating permit and satisfies such other conditions as the City may determine are reasonably necessary for the protection of the public health.

Section 203.11. NOTIFICATION TO CONNECT TO SEWER

The Sewer Utility shall provide notification to all owners of Developed Property within a Sewer Service Area not already connected to the Sewer Utility as follows:

(A) *Initial notification.* The initial notification shall notify all owners of Developed Property within the Sewer Service Area of the anticipated availability of the Sewer Utility. The initial notification shall be sent no less than one (1) year prior to the anticipated date on which the Sewer Utility will become available within the Service Area and shall be deemed delivered on the date the notification is deposited in the U.S. mail. The initial notification shall provide the following:

(1) If the Developed Property is currently connected to a properly functioning OSTDS, the OSTDS owner must connect to the Sewer Utility within one (1) year after receiving notification that the Sewer Utility is available for connection; and

(2) If the OSTDS needs repair or modification to function in a sanitary manner to comply with the requirements of Sections 381.0065 - 381.0067, Florida Statutes, or rules adopted under those sections, the OSTDS owner must

connect to the Sewer Utility within ninety (90) days after receiving notification that the Sewer Utility is available for connection;

(3) Within ninety (90) calendar days of connection to the Sewer Utility, at his/her own expense, the property owner shall either: (i) properly abandon any existing OSTDS in accordance with applicable county and state laws and codes, or (ii) receive approval from the department of health to use the abandoned septic tank as an irrigation cistern;

(4) The property owner shall pay the specified sewer Connection Fee in effect at the time of connection, subject to any financial programs or incentives which may be in effect at that time. The property owner shall have the option of prepaying the amortized value of required Connection Fees in equal monthly installments over a period not to exceed two (2) years from the date of the initial notification of anticipated availability.

(B) *Final notification.* The final notification shall notify all owners of Developed Property within the Sewer Service Area not already connected to the Sewer Utility that service is available. Notice shall be deemed given on the date the notification is deposited in the U.S. mail. This notification shall state that service is available and that:

(1) If the Developed Property is currently connected to a properly functioning OSTDS, the OSTDS owner must connect to the Sewer Utility within one (1) year of such final notice informing the property owner that service is available;

(2) If the OSTDS needs repair or modification to function in a sanitary manner to comply with the requirements of Sections 381.0065 - 381.0067, Florida Statutes, or rules adopted under those sections, the OSTDS owner must connect to the Sewer Utility within ninety (90) days of such final notice;

(3) Within ninety (90) calendar days of connection to the Sewer Utility, at his/her own expense, the property owner shall either: (i) properly abandon any existing OSTDS in accordance with applicable county and state laws and codes; or (ii) receive approval from the department of health to use the abandoned septic tank as an irrigation cistern;

(4) Unless it has been prepaid, the property owner shall pay the specified sewer Connection Fee in effect at the time of connection, subject to any financial programs and/or incentives which may be in effect at that time.

(C) In the event sewer service is already available within an area at the time of the adoption of this Chapter, the Sewer Utility shall not be required to

provide the initial notification described in subsection (A) hereof and may proceed directly to the final notification described in subsection (B). In such event, the final notice shall also state that the property owner shall have the option of prepaying the amortized value of required Connection Fees in equal monthly installments over a period not to exceed two (2) years from the date of such final notice.

Mandatory Connection to Potable Water Utility

Section 203.20. CONNECTION TO POTABLE WATER UTILITY REQUIRED.

(A) All Developed Property within the Potable Water Service Area shall connect to a Potable Water Utility within one (1) year days of the final notification of availability of service described herein.

(B) The City may, by subsequent resolution, waive the requirement of mandatory connection to a Potable Water Utility for a property or properties if it determines, by subsequent resolution, that such connection is not required in the public interest due to public health considerations.

(C) The City may establish a process, by subsequent resolution, to grant a variance to a property containing a potable water source on the premises that satisfies such conditions as the City may determine are reasonably necessary for the protection of the public health.

Section 203.21. NOTIFICATION TO CONNECT TO POTABLE WATER

The Potable Water Utility shall provide notification to all owners of Developed Property within a Potable Water Service Area not already connected to the Potable Water Utility as follows:

(A) *Initial notification.* The initial notification shall notify all owners of Developed Property within the Potable Water Service Area of the anticipated availability of the Potable Water Utility. The initial notification shall be sent no less than one (1) year prior to the anticipated date on which the Potable Water Utility will become available within the Potable Water Service Area and shall be deemed delivered on the date the notification is deposited in the U.S. Mail. The initial notification shall provide the following:

(1) The property owner must connect to the Potable Water Utility within one (1) year after receiving notification that the Potable Water Utility is available for connection; and

(2) The property owner shall pay the specified potable water Connection Fee in effect at the time of connection, subject to any financial programs or incentives which may be in effect at that time. The property owner

shall have the option of prepaying the amortized value of required Connection Fees in equal monthly installments over a period not to exceed two (2) years from the date of the initial notification of anticipated availability.

(B) *Final notification.* The final notification shall notify all owners of Developed Property within the Potable Water Service Area that service is available. Notice shall be deemed given on the date the notification is deposited in the U.S. Mail. The notification shall state that service is available and that:

(1) The property owner must connect to the Potable Water Utility within one (1) year of such final notice informing the property owner that service is available;

(2) Unless it has been prepaid, the property owner shall pay the specified potable water Connection Fee in effect at the time of connection, subject to any financial programs and/or incentives which may be in effect at that time.

(C) In the event potable water service is already available within an area at the time of the adoption of this Ordinance, the Potable Water Utility shall not be required to provide the initial notification described in subsection (A) hereof and may proceed directly to the final notification described in subsection (B). In such event, the final notice shall also state that the property owner shall have the option of prepaying the amortized value of required Connection Fees in equal monthly installments over a period not to exceed 730 days from the date of such final notice.

Connection Fees, Enforcement

Section 203.30. PAYMENT OF CONNECTION FEES; FINANCING PROGRAMS AND INCENTIVES; COLLECTION OF CONNECTION FEES AS NON-AD VALOREM SPECIAL ASSESSMENT.

(A) Property owners required to connect to a Sewer Utility or a Potable Water Utility pursuant to this Ordinance shall have the option of prepaying the amortized value of required Connection Fees in equal monthly installments over a period not to exceed two (2) years from the date of the initial notification of anticipated availability.

(B) By resolution, the Council may establish financing programs to waive or reduce the Connection Fees for property owners connecting to the City's Sewer Utility or Potable Water Utility or otherwise provide financial incentives to induce connection. Nothing in this section shall prohibit investor-owned Sewer Utilities or Potable Water Utilities from establishing their own financing programs.

(C) Where a property owner has not connected to the Sewer Utility or Potable Water Utility within one (1) year of receiving the final notice described in Section 203.04 or Section 203.06, herein, the Connection Fee(s) attributable to such property may be collected as a non-ad valorem special assessment pursuant to Chapter 56 of the Code.

Section 203.31. ENFORCEMENT

Violations of this Chapter may be enforced by the Department of Health and by the following remedies, which are cumulative and may be pursued simultaneously or consecutively:

(A) Code enforcement action pursuant to Section 52.080, et. seq., of the Code and Chapter 162, Florida Statutes.

(B) Complaint for injunctive relief filed in the Eighteenth Judicial Circuit in the State of Florida.

(C) Any other civil or criminal remedy available at law.<<"

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 2023-XX, held on _____, 2023; and read in title only and duly enacted at Meeting 2023-XX, held on _____, 2023.

Rob Medina, MAYOR

ATTEST:

Terese M. Jones, CITY CLERK

Reviewed by CAO: _____

Strikethrough words shall be deleted; highlighted words that will included will be placed in between two arrow symbols (>> <<). Deletions and additions constitute the proposed amendment. Words remaining are now in effect and remain unchanged.



LEGISLATIVE MEMORANDUM

DATE: 11/2/2023

RE: Adoption of Minutes: Meeting 2023-25; October 5, 2023.

ATTACHMENTS:

Description

Minutes - RCM 2023-25

CITY OF PALM BAY, FLORIDA

REGULAR COUNCIL MEETING 2023-25

Held on Thursday, the 5th day of October 2023, 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.

Pastor Ken Delgado, The House Church, Palm Bay, gave the invocation in lieu of Paul Fournier with Lifepoint Church not being present. The invocation was followed by the Pledge of Allegiance to the Flag.

ROLL CALL:

MAYOR:	Rob Medina	Present
DEPUTY MAYOR:	Donny Felix	Present
COUNCILMEMBER:	Kenny Johnson	Present
COUNCILMEMBER:	Randy Foster	Present
COUNCILMEMBER:	Vacant	
DEPUTY CITY MANAGER:	Joan Junkala-Brown	Present
CITY ATTORNEY:	Patricia Smith	Present
DEPUTY CITY CLERK:	Terri Lefler	Present

Councilman Foster attended the meeting via teleconference.

CITY STAFF: Juliet Misconi, Deputy City Manager

AGENDA REVISIONS:

1. Mrs. Junkala-Brown announced the following revisions:

A. Conditions were added to Ordinance 2023-61, for Item 5, under Public Hearings.

B. Conditions were added to Ordinance 2023-64, for Item 8, under Public Hearings; however, Condition 2, which was a recommendation from the Planning and Zoning Board, was removed from the ordinance as the City did not have authority to impose such conditions.

C. Staff requested that Items 9, 10, and 11, under Public Hearings, be considered prior to the first Public Hearing.

Motion by Mr. Johnson, seconded by Deputy Mayor Felix, to consider Items 9, 10, and 11, under Public Hearings, prior to the first Public Hearing. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Felix, Yea; Councilman Johnson, Yea; Councilman Foster, Yea.

D. Item 4, under Consent Agenda, had a scrivener's error to the total four-year cost for professional auditing services. The total was \$313,750, rather than \$313,250.

E. Item 12, under Consent Agenda, included an additional request for vehicle and equipment storage relating to the use of Police Impact Fees.

F. Item 13, under Consent Agenda, the funding appropriation request for the nutrient-removing baffle boxes was corrected to \$1.5 million, with a city match of \$500,000.

G. Consideration of utilizing Stormwater Utility Funds for the culvert replacement at Highland Avenue was added as Item 1, under New Business.

PROCLAMATIONS AND RECOGNITIONS:

The proclamations were read.

- 1. Proclamation: Mayor's Business Spotlight - R & S Water Service Inc. (Mayor Medina)**
- 2. Proclamation: Customer Service Week - October 2-6, 2023.**
- 3. Proclamation: National Hispanic Heritage Month - September 15 - October 15, 2023.**
- 4. Proclamation: National Fire Prevention Month - October 2023.**

PRESENTATIONS:

- 1. The Honorable Debbie Mayfield, State Senator, District 19 - Presentation of Check for State Appropriations.**

Ian Nolan, Legislative Aide to Senator Mayfield, presented a check to the City for funding appropriations received from the State during the 2023-2024 Legislative Session. The City was awarded \$5 million, which included funding for design and engineering of the

four-lane widening of St. Johns Heritage Parkway, septic-to-sewer conversions, improvements to the Regional Public Safety Training Facility (the Range), and improvements to Sacrifice Park.

PUBLIC COMMENT(S)/RESPONSE(S): (Non-agenda Items Only)

Individuals made general comments. There were comments regarding the Majors Golf Course and the City's purchase of same.

Ms. Junkala-Brown provided an update on the Majors Golf Course. She stated the City was still working on the statistics, as well as with developers and the property owner. Staff was still determining whether the purchase of the golf course would be cost feasible for the City.

PUBLIC HEARING(S):

Council concurred to consider Items 9, 10, and 11, under Public Hearings, at this time.

9. Ordinance 2023-96, vacating a portion of the rear public utility and drainage easement located within Lot 9, Block 31, Port Malabar Country Club Unit 4 (Case VE-11-2023, Christopher Arutt), first reading.

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

Motion by Deputy Mayor Felix, seconded by Mr. Johnson, to approve Ordinance 2023-96. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Felix, Yea; Councilman Johnson, Yea; Councilman Foster, Yea.

10. Ordinance 2023-97, vacating a portion of the rear public utility and drainage easement located within Lot 11, Block 2023, Port Malabar Unit 46 (Case VE-12-2023, Chante Jackson), first reading.

The City Attorney read the ordinance in caption only. The public hearing was opened. The applicant was not present for the hearing. The public hearing was closed.

Motion by Mr. Johnson, seconded by Deputy Mayor Felix, to continue Ordinance 2023-97 to the October 19, 2023, regular Council meeting as the applicant was not present. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Felix, Yea; Councilman Johnson, Yea; Councilman Foster, Yea.

11. Ordinance 2023-98, vacating a portion of the side public utility and drainage easement located within Lot 24, Block 427, Port Malabar Unit 11 (Case VE-13-2023, LGI Homes–Florida LLC), first reading.

The City Attorney read the ordinance in caption only. The public hearing was opened. Trey Williams, representative for the applicant, presented the request to Council.

Esther Martin, resident, opposed this request as her house was much lower and it would flood her lot when it rained. She felt it would help to install gutters around the home.

Tom Luikart, resident, questioned if the vacating would affect the drainage into or maintenance of the canal.

Mr. Williams responded to the comments. He stated that the Florida Building Code mandated the finished floor elevation. The applicant was also required by law to cut swales and drain water away from the house. If gutters were required, they would be installed. All requirements had to be met in order to receive a Certificate of Occupancy.

The public hearing was closed.

Motion by Mr. Johnson, seconded by Deputy Mayor Felix, to approve Ordinance 2023-98. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Felix, Yea; Councilman Johnson, Yea; Councilman Foster, Yea.

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

1. Ordinance 2023-92, granting approval of a Final Development Plan to be known as ‘Chaparral Amenity Center’ within the Chaparral Planned Unit Development on property located south of and adjacent to Abilene Drive, in the vicinity south of Malabar Road and east of Flying U Lane (6.66 acres) (FD23-00007, Chaparral Properties LLC), final reading. (Quasi-Judicial Proceeding)

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

Motion by Mr. Johnson, seconded by Deputy Mayor Felix, to adopt Ordinance 2023-92. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Felix, Yea; Councilman Johnson, Yea; Councilman Foster, Yea.

2. Ordinance 2023-93, amending the Code of Ordinances, Chapter 170, Construction Codes and Regulations, Subchapter 'Walls and Fences', by modifying provisions contained therein (Case T23-00023, City of Palm Bay), final reading.

The City Attorney read the ordinance in caption only. The public hearing was opened. Mrs. Junkala-Brown presented the request to Council.

Bill Battin, resident, felt there were several negatives with these changes. He commented on the fence height variation in the back yard as opposed to the front yard, as well as the fence types and who determined what fencing was aesthetically pleasing. He asked that Council leave the ordinance as is and deny this request.

Mrs. Junkala-Brown responded that the fence height would be six (6) feet in the back and four (4) feet in the front. Ms. Smith advised that as far as beautification, it was the purpose in the memo but was not a standard adopted into the ordinance and was not a criterion upon which to evaluate the fences. If you had a wooden fence that needed repair, you would have to repair it with a wooden fence, not another type of fencing.

The public hearing was closed.

Motion by Mr. Johnson, seconded by Deputy Mayor Felix, to adopt Ordinance 2023-93. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Felix, Yea; Councilman Johnson, Yea; Councilman Foster, Yea.

3. Ordinance 2023-38, providing for the annexation of certain real property located west of and adjacent to Minton Road, in the vicinities north of Palm Bay Road and south of Hield Road, into the City (2.11 acres) (Case A23-00002, Bruce Coffman/Affordable Trailer Service and Supply, Inc.), first reading. (CONTINUED FROM 09/19/23 RCM)

The City Attorney read the ordinance in caption only. The public hearing was opened. Cole Oliver, representative for the applicants (Affordable Trailer Service and Supply, Inc. and West Malabar Properties, LLC), presented the request to Council.

Mr. Johnson asked if the property would still be developed within Brevard County (County) if the annexation was not approved by the City of Palm Bay. Mr. Oliver stated the developer had no interest in changing the land use at the time.

Numerous citizens spoke against the request. Comments included concerns with emergency vehicles being able to access site with the proposed development, safety of the area and roadway, stress on existing neighbors and adding to the gridlock that

currently occurred daily.

Mr. Oliver responded to comments. He did not feel there was a safety issue as the parcel had one access on and off Minton Road. He agreed that the Citizen Participation Meeting was short notice, but it was also the third meeting with the citizens.

Mayor Medina asked if possible future improvements to the intersection were shared with residents. Mr. Oliver said the residents were shown the improvements as planned by the County and the applicant was also in communication with the County to make further safety improvements. He noted that the apartment complex across the street had road improvements that needed to be completed as well.

Mayor Medina questioned the responsibility of the apartment complex with regard to intersection improvements. Mr. Oliver believed it was a condition of the traffic study for construction of the apartments. He responded to further questions posed by councilmembers.

The public hearing was closed.

Motion by Mr. Johnson, seconded by Deputy Mayor Felix, to approve Ordinance 2023-38.

Mr. Johnson felt comfortable moving forward with the annexation and wanted to focus on one request at a time. Deputy Mayor Felix felt this corridor needed improvement but was unsure of the right type of business at that location. He said discussions would be different if the improvements had already taken place. Mayor Medina concurred with Deputy Mayor Felix's comments and stated that timing was everything and the residents felt slighted. He said the apartment complex had generated so much traffic and he went through the area during rush hour, and it was a devastating sight. He did not support the request.

Motion failed with members voting as follows:

Mayor Medina	Nay
Deputy Mayor Felix	Nay
Councilman Johnson	Yea
Councilman Foster	Yea

Mr. Oliver withdrew Items 4 through 8, under Public Hearings.

4. Ordinance 2023-60, amending the City's Comprehensive Plan Future Land Use Map to change the designated use of property located west of and adjacent to Minton Road, in the vicinities north of Palm Bay Road and south of Hield Road, from Community Commercial Use (Brevard County) to Commercial Use (City of Palm Bay) (2.11 acres) (CP23-00013, Bruce Coffman/Affordable Trailer Service and Supply, Inc.), only one reading required. (CONTINUED FROM 09/19/23 RCM)

Due to the denial of Case A23-00002, this item was withdrawn by the applicant.

5. Ordinance 2023-61, rezoning property located west of and adjacent to Minton Road, in the vicinities north of Palm Bay Road and south of Hield Road, from BU-1 (General Retail Commercial) (Brevard County) to CC (Community Commercial District) (City of Palm Bay) (2.11 acres) (Case CPZ23-00007, Bruce Coffman/Affordable Trailer Service and Supply, Inc.), first reading. (Quasi-Judicial Proceeding) (CONTINUED FROM 09/19/23 RCM)

Due to the denial of Case A23-00002, this item was withdrawn by the applicant.

6. Ordinance 2023-37, providing for the annexation of certain real property located at the southwest corner of Hield Road and Minton Road, into the City (4.58 acres) (Case A23-00001, Cole Oliver/West Malabar Properties, LLC), first reading. (CONTINUED FROM 09/19/23 RCM)

Due to the denial of Case A23-00002, this item was withdrawn by the applicant.

7. Ordinance 2023-63, amending the City's Comprehensive Plan Future Land Use Map to change the designated use of property located at the southwest corner of Hield Road and Minton Road from Residential 2 Use (Brevard County) to Commercial Use (City of Palm Bay) (4.58 acres) (Case CP23-00010, Cole Oliver/West Malabar Properties, LLC), only one reading required. (CONTINUED FROM 09/19/23 RCM)

Due to the denial of Case A23-00002, this item was withdrawn by the applicant.

8. Ordinance 2023-64, rezoning property located at the southwest corner of Hield Road and Minton Road from RP (Resident Professional) (Brevard County) and AU (Agricultural Residential) (Brevard County) to CC (Community Commercial District) (City of Palm Bay) (4.58 acres) (Case CPZ23-00006, Cole Oliver/West Malabar Properties, LLC), first reading. (Quasi-Judicial Proceeding) (CONTINUED FROM 09/19/23 RCM)

Due to the denial of Case A23-00002, this item was withdrawn by the applicant.

9. Ordinance 2023-96, vacating a portion of the rear public utility and drainage easement located within Lot 9, Block 31, Port Malabar Country Club Unit 4 (Case VE-11-2023, Christopher Arutt), first reading.

This item was considered earlier in the meeting, prior to Item 1, under Public Hearings.

10. Ordinance 2023-97, vacating a portion of the rear public utility and drainage easement located within Lot 11, Block 2023, Port Malabar Unit 46 (Case VE-12-2023, Chante Jackson), first reading.

This item was considered earlier in the meeting, prior to Item 1, under Public Hearings.

11. Ordinance 2023-98, vacating a portion of the side public utility and drainage easement located within Lot 24, Block 427, Port Malabar Unit 11 (Case VE-13-2023, LGI Homes–Florida LLC), first reading.

This item was considered earlier in the meeting, prior to Item 1, under Public Hearings.

12. Request by Florida Institute of Technology for a variance to allow three (3) proposed parking garage buildings to encroach twenty feet (20') into the 20-foot front-yard setback for accessory structures, as established by Section 185.058(F)(8)(e), Palm Bay Code of Ordinances (6.92 acres) (V23-00006). (Quasi-Judicial Proceeding)

This item, addressed under Agenda Revisions, was withdrawn by the applicant.

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

13. Request by CHM Palm Bay LLC for a final plat to allow for a proposed eight-lot commercial subdivision to be known as 'Cypress Bay Commercial Center Phase 1' in PUD (Planned Unit Development) zoning (24.49 acres) (Case FS23-00005). (Quasi-Judicial Proceeding)

The public hearing was opened. Jason Kendall, CPWG Engineering, Inc. and representative for the applicant, presented the request to Council.

Ms. Junkala-Brown noted the following condition: approval of the final plat was subject to the final execution and recordation of the Conveyance and Maintenance Agreement, which was approved by City Council on September 19, 2023 via Resolution 2023-28. She asked that the condition be included in the motion.

Bill Battin, resident, questioned if there were any culverts under Capital Drive and if the

culverts were the responsibility of the homeowner's association (HOA) or the City. Ms. Junkala-Brown confirmed that the culverts were maintained by the HOA.

The public hearing was closed.

Motion by Mr. Johnson, seconded by Mr. Foster, to approve the request, subject to staff's comments. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Felix, Yea; Councilman Johnson, Yea; Councilman Foster, Yea.

14. Consideration of Brevard County HOME Consortium 2023-2028 Assessment of Fair Housing (AFH) Plan, only one reading required.

The public hearing was opened. Joan Junkala-Brown, Deputy City Manager presented the request to Council. The public hearing was closed.

Motion by Mr. Johnson, seconded by Deputy Mayor Felix, to approve the request. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Felix, Yea; Councilman Johnson, Yea; Councilman Foster, Yea.

15. Consideration of a Substantial Amendment to the City's approved Program Year 2022/2023 Annual Action Plan for Community Development Block Grant funds, only one reading required.

The public hearing was opened. Ms. Junkala- Brown presented the request to Council.

Mayor Medina asked if staff had considered any properties. Ms. Junkala-Brown advised that under a separate funding program through the Community Development Block Grant, Council had authorized funding for the construction for four (4) affordable single family homes.

The public hearing was closed.

Motion by Mr. Johnson, seconded by Mayor Medina, to approve the request. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Felix, Yea; Councilman Johnson, Yea; Councilman Foster, Yea.

CONSENT AGENDA:

All items of business under the 'Consent Agenda' heading were enacted by the following motion:

Motion by Deputy Mayor Felix, seconded by Mr. Johnson, that the Consent Agenda be

approved as presented with the removal of Items 7 and 10 from consent. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Felix, Yea; Councilman Johnson, Yea; Councilman Foster, Yea.

Mrs. Junkala-Brown requested Council consensus to consider the area known as the Compound as an area that would be eligible for the Opportunity Zone. This would be presented during the Legislative session. Council concurred.

1. Adoption of Minutes: Meeting 2023-20; August 17, 2023.

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

2. Adoption of Minutes: Meeting 2023-22; September 7, 2023.

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

3. Adoption of Minutes: Meeting 2023-24; September 20, 2023.

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

4. Award of Proposal: Professional Auditing Services - RFP 48-0-2023 - Finance Department (MSL, P.A. - \$313,250).

Staff Recommendation: Approve the Auditor Selection Committee's recommendation of the award for professional auditing services with MSL, P.A. (Orlando), in the amount of \$313,750, for a one-year term contract, renewable by the Procurement Department for three (3) additional one-year terms.

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

5. Miscellaneous: 'Other Agency' term contracts utilized for Fiscal Year 2023-2024 'as needed' purchases of equipment, materials and supplies – multiple city departments.

Staff Recommendation: Approve the Fiscal Year 2024 annual purchases of equipment, services, materials and supplies on an "as needed" basis through utilization of the other agency term contracts, to include renewals, re-solicitations, and replacement contracts when a contract expires, and only if funds are appropriated by Council.

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

6. Consideration of a purchase offer from Palm Bay Landings, LLC for Bayfront CRA properties located at 1608 Orange Blossom Trail (Tax ID: 2832603) and address unassigned Orange Blossom Trail (Tax ID: 2866312) (\$150,000).

Staff Recommendation: Accept the purchase offer from Palm Bay Landings, LLC, and authorize the City Manager to execute the Vacant Land Contract in the amount of \$150,000.

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

7. Consideration of revisions to the Commercial Property Enhancement Program (CPEP) guidelines.

Staff Recommendation: Approve revisions to the Commercial Property Enhancement Program (CPEP) guidelines.

Motion by Deputy Mayor Felix, seconded by Mr. Johnson, to approve the request. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Felix, Yea; Councilman Johnson, Yea; Councilman Foster, Yea.

8. Consideration of a Commercial Property Enhancement Program Grant for Audio Images of Brevard for improvements to commercial property located at 3300 Dixie Highway NE, Suite A, Palm Bay (\$5,052.50).

Staff Recommendation: Approve a Commercial Property Enhancement Program (CPEP) grant award in the amount of \$5,052.50 to Audio Images of Brevard Inc. for eligible improvements to commercial property located at 3300 Dixie Highway NE, Suite A, Palm Bay, Florida, 32905; and authorize the City Manager to execute the grant agreement.

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

9. Consideration of a Commercial Property Enhancement Program Grant for Morel's Bar and Grill for improvements to commercial property located at 1921 Robert J Conlan Boulevard NE, Unit 1, Palm Bay (\$5,243).

Staff Recommendation: Approve a Commercial Property Enhancement Program (CPEP) grant award in the amount of \$5,243.00 to Morel's Bar and Grill for eligible improvements to commercial property located at 1921 Robert J Conlan Boulevard NE, Unit 1, Palm Bay, Florida, 32905; and authorize the City Manager to execute the grant agreement.

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

10. Consideration of Memorandum of Understanding between Brevard County and the City of Palm Bay for a Veteran Service Officer position.

Staff Recommendation: Approve the Memorandum of Understanding (MOU) between Brevard County and the City of Palm Bay for a Veteran Service Officer position in the amount of \$80,017 for the initial term of October 1, 2023, through September 30, 2024; and authorize the City Manager to execute the MOU.

Bill Battin, resident, asked if the position would be a stand-alone position or if additional staff was needed. He also asked where the office would be located.

Ms. Junkala-Brown responded that the supporting staff of the Veteran Service Officer would be at Brevard County. Office space would be provided within the City facility.

Motion by Mr. Johnson, seconded by Mayor Medina, to approve the request. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Felix, Yea; Councilman Johnson, Yea; Councilman Foster, Yea.

11. Consideration of utilizing budgeted funds for a replacement refrigerated evidence storage unit within the Police Department (\$14,000).

Staff Recommendation: Approve the utilization of budgeted operating funds for a capital asset replacement of a refrigerated evidence storage unit within the Police Department, in the amount of \$14,000.

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

12. Consideration of utilizing Police Impact Fees to acquire vehicles for new personnel funded in the adopted Fiscal Year 2024 budget (\$536,285).

Staff Recommendation: Approve the appropriation of Police Impact Fees from the 32907, 32908, and 32909 Nexus on the next budget amendment for the capital outlay and capital

improvement projects for the Fiscal Year 2024, approve new personnel and vehicle storage needs for the Police Department, in the amount of \$706,285.

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

13. Consideration of the City's 2024-2025 State Legislative Priorities and Match Commitments.

Staff Recommendation: Approve the City's 2024-2025 State legislative priorities and requested City match; authorize staff to secure necessary letters of support and engage with the contracted lobbying firm, Sunrise Consulting Group, to advocate on behalf of the City of Palm Bay.

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

14. Consideration of travel and training for specified City employees (Fire Rescue Department).

Staff Recommendation: Approve the travel and training as specified.

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

NEW BUSINESS:

1. Consideration of utilizing Stormwater Utility Funds for culvert replacement at Highland Avenue (\$450,000). (AGENDA REVISION)

Staff Recommendation: Approve the utilization of Stormwater Utility Funds for a budget transfer for Project 23SU12 Unit 60 Pipe Replacement for Highland Avenue NE, in the amount of \$450,000.

Mrs. Junkala-Brown presented the request to Council.

Motion by Mr. Johnson, seconded by Deputy Mayor Felix, to approve the use of Stormwater Utility Funds for the culvert replacement at Highland Avenue. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Felix, Yea; Councilman Johnson, Yea; Councilman Foster, Yea.

COUNCIL REPORTS:

1. Mayor Medina asked Council to consider more workshops to focus priorities for the City's infrastructure. Mr. Johnson requested an update from the City Manager from the last workshop in which infrastructure was discussed. Council concurred.

ADMINISTRATIVE AND LEGAL REPORTS:

1. Ms. Junkala-Brown advised that the updates to the Land Development Code were still available on the City's website for comment by the public.

PUBLIC COMMENTS/RESPONSES:

Individuals made general comments.

ADJOURNMENT:

There being no further business, the meeting adjourned at the hour of 8:52 P.M.

Rob Medina, MAYOR

ATTEST:

Terri J. Lefler, DEPUTY CITY CLERK



LEGISLATIVE MEMORANDUM

DATE: 11/2/2023

RE: Adoption of Minutes: Meeting 2023-26; October 17, 2023.

ATTACHMENTS:

Description

Minutes - SCM 2023-26

CITY OF PALM BAY, FLORIDA

SPECIAL COUNCIL MEETING 2023-26

Held on Tuesday, the 17th day of October 2023, 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 5:30 P.M.

ROLL CALL:

MAYOR:	Rob Medina	Present
DEPUTY MAYOR:	Donny Felix	Present
COUNCILMEMBER:	Kenny Johnson	Present
COUNCILMEMBER:	Randy Foster	Present
COUNCILMEMBER	VACANT	
CITY MANAGER:	Suzanne Sherman	Present
CITY ATTORNEY:	Patricia Smith	Present

Councilman Foster attended the meeting via teleconference.

Also present was Margaret Sheffield, Court Reporter.

BUSINESS:

Attorney-client session scheduled to discuss the following pending litigation to provide the City Attorney/Attorneys advice confined to settlement negotiations or strategy sessions related to litigation expenditures:

1. Community Asphalt v. City of Palm Bay, Case 05-2023-CA-036384.

Mayor Medina announced the names of the individuals who would be in attendance at the session. He stated the session would last approximately thirty (30) minutes.

The City Council moved to the City Manager's Conference Room to hold the attorney-client session and returned to the Council Chambers at the conclusion of same.

ADJOURNMENT:

There being no further business, the meeting adjourned at the hour of 6:45 P.M.

Rob Medina, MAYOR

ATTEST:

Terese M. Jones, CITY CLERK



LEGISLATIVE MEMORANDUM

DATE: 11/2/2023

RE: Adoption of Minutes: Meeting 2023-27; October 19, 2023.

ATTACHMENTS:

Description

Minutes - RCM 2023-27

CITY OF PALM BAY, FLORIDA

REGULAR COUNCIL MEETING 2023-27

Held on Thursday, the 19th day of October 2023, 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 6:00 P.M.

Reverend Steve Reeves, Cornerstone Assembly of God, Palm Bay, gave the invocation which was followed by the Pledge of Allegiance to the Flag.

ROLL CALL:

MAYOR:	Rob Medina	Present
DEPUTY MAYOR:	Donny Felix	Present
COUNCILMEMBER:	Kenny Johnson	Present
COUNCILMEMBER:	Randy Foster	Present
COUNCILMEMBER	Vacant	
CITY MANAGER:	Suzanne Sherman	Present
CITY ATTORNEY:	Patricia Smith	Present
CITY CLERK:	Terese Jones	Present

Councilman Foster attended the meeting via teleconference.

CITY STAFF: Juliet Misconi, Deputy City Manager; Richard Stover, Fire Chief

AGENDA REVISION(S):

1. Ms. Sherman announced the following revisions:

A. The account numbers were revised under the Fiscal Impact on Item 6, under Consent Agenda.

B. A request for additional 'Other Agency' term contracts utilized for Fiscal Year 2023-2024 'as needed' purchases of equipment, materials and supplies was added as Item 1, under Procurements.

PROCLAMATIONS AND RECOGNITIONS:

The proclamations were read.

1. **Proclamation: Florida City Government Week - October 16-22, 2023.**

2. Proclamation: Domestic Violence Awareness Month - October 2023.

PUBLIC COMMENT(S)/RESPONSE(S): (Non-agenda Items Only)

Individuals made general comments.

PUBLIC HEARING(S):

1. Ordinance 2023-96, vacating a portion of the rear public utility and drainage easement located within Lot 9, Block 31, Port Malabar Country Club Unit 4 (Case VE-11-2023, Christopher Arutt), final reading.

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

Motion by Mr. Johnson, seconded by Deputy Mayor Felix, to adopt Ordinance 2023-96. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Felix, Yea; Councilman Johnson, Yea; Councilman Foster, Yea.

2. Ordinance 2023-98, vacating a portion of the side public utility and drainage easement located within Lot 24, Block 427, Port Malabar Unit 11 (Case VE-13-2023, LGI Homes–Florida LLC), final reading.

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

Bill Battin, resident, questioned if the builder would have been able to construct the home if the vacating was not granted. He asked if they needed the full ten (10) feet of land, felt eight (8) would have been enough. Inquired as to why the easements were imposed in the first place, stated that people should be able to use their own land without having to ask for permission.

The applicant said that the City had suggested vacating ten (10) foot, but eight (8) feet would have been enough.

The public hearing was closed.

Motion by Mr. Johnson, seconded by Deputy Mayor Felix, to adopt Ordinance 2023-98. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Felix, Yea; Councilman Johnson, Yea; Councilman Foster, Yea.

3. Ordinance 2023-97, vacating a portion of the rear public utility and drainage easement located within Lot 11, Block 2023, Port Malabar Unit 46 (Case VE-12-2023, Chante Jackson), first reading. (CONTINUED FROM 10/05/23 RCM, FIRST OCCURRENCE)

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

Bill Battin, resident, advised that he had the same comments from the previous item (Public Hearing number two). Stated again that people should be able to use their own land and does not understand why the restrictions were ever put in place to begin with.

The public hearing was closed.

Motion by Mr. Johnson, seconded by Deputy Mayor Felix, to approve Ordinance 2023-97. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Felix, Yea; Councilman Johnson, Yea; Councilman Foster, Yea.

4. Ordinance 2023-94, providing for the annexation of certain real property located south of and adjacent to Malabar Road, in the vicinity west of Melbourne Tillman Drainage District Canal 7, into the City (6.00 acres) (Case A23-00003, Diaz Treasures, LLC), first reading.

The City Attorney read the ordinance in caption only. The public hearing was opened. Jake Wise, CEG Engineering and representative for the applicant, presented the request to Council.

Bill Battin, resident, said the future use of this property was for the St. Johns Heritage Parkway (Parkway) which would increase the City's responsibility along Malabar Road. He questioned the cost for maintenance of the roadway.

Ms. Sherman stated that the cost to widen and build new roads was extremely expensive. She said the proposed parcels for annexation (Items 4 and 5, under Public Hearings) would assist in the future extension of the Parkway and for a future police and fire substation.

The public hearing was closed.

Motion by Mr. Johnson, seconded by Deputy Mayor Felix, to approve Ordinance 2023-94. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Felix, Yea; Councilman Johnson, Yea; Councilman Foster, Yea.

5. Ordinance 2023-95, providing for the annexation of certain real property located south of and adjacent to Malabar Road, in the vicinity southwest of St. Johns Heritage Parkway and west of Melbourne Tillman Drainage District Canal 7, into the City (13.05 acres) (Case A23-00005, City of Palm Bay), first reading.

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

Motion by Mr. Johnson, seconded by Deputy Mayor Felix, to approve Ordinance 2023-95. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Felix, Yea; Councilman Johnson, Yea; Councilman Foster, Yea.

6. Request by Don Ballew and Paul Daly for preliminary subdivision approval of a proposed 202-unit townhome development to be known as ‘Lipscomb Street Townhomes’ in PUD (Planned Unit Development) zoning, which property is located east of and adjacent to Lipscomb Street, in the vicinity west of Mango Street (24.56 acres) (Case PS23-00008). (Quasi-Judicial Proceeding)

The Planning and Zoning Board recommended approval of the request.

The public hearing was opened. Chris Ossa, Kimley Horn & Associates and representative for the applicant, presented the request to Council.

Mr. Johnson stated that the traffic study did not warrant a signal. Mr. Ossa confirmed same but said the study recommended a southbound left turn lane on Lipscomb Street onto Huckleberry Road which would be included in the project.

Deputy Mayor Felix supported the project but expressed concern with the traffic. He felt the turn lanes would be a critical component.

Mr. Foster did not feel this project would have any greater impact on the existing traffic.

Mayor Medina inquired if the project had a traffic light proposed in the traffic study when the actual unit count was 224.

Ms. Sherman confirmed that a signal was not warranted in the traffic study when the project proposed additional units. She added that there was a possibility of proportionate fair share contributions for the future widening of roadways but would be a small segment.

The public hearing was closed.

Motion by Mr. Johnson, seconded by Deputy Mayor Felix, to approve the request, subject to staff comments and conditions contained in the Staff Report. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Felix, Yea; Councilman Johnson, Yea; Councilman Foster, Yea.

7. Resolution 2023-38, granting a conditional use to allow for a self-storage facility in CC (Community Commercial District) zoning, in accordance with Section 185.043(D)(9) of the Palm Bay Code of Ordinances, on property located south of and adjacent to Emerson Drive, in the vicinity east of St. Johns Heritage Parkway (3.57 acres) (Case CU23-00007, Ascot Palm Bay Holdings, LLC). (Quasi-Judicial Proceeding)

The Planning and Zoning Board recommended approval of the request.

The City Attorney read the resolution in caption only. The public hearing was opened. Chris Pontello, BGE, Inc. and representative for the applicant, presented the request to Council.

Mayor Medina inquired as to how many employees would be employed at the proposed commercial site. Mr. Pontello confirmed that it would employ 2-3 employees.

The public hearing was closed.

Motion by Deputy Mayor Felix, seconded by Mr. Foster, to adopt Resolution 2023-38.

Deputy Mayor Felix was concerned with another storage facility within the city and the sustainability of same.

Mr. Foster said that as more homes were built, more storage units were needed. It was bringing more commercial to the area, and he supported the request.

Mayor Medina said the City just adopted its updated Comprehensive Plan and were currently updating the Land Development Code. Part of the new Comprehensive Plan for the commercial component was the creation of jobs. He did not envision 2-3 jobs as being part of the new plan and Council should be shaping the future of commercial within Palm Bay. Mayor Medina said he wanted to start using the new Comprehensive Plan and Land Development Code to evaluate commercial development and increase employment within the city. Mr. Johnson agreed with Mayor Medina's comments.

Motion failed with members voting as follows:

Mayor Medina	Nay
Deputy Mayor Felix	Nay
Councilman Johnson	Nay
Councilman Foster	Yea

8. Resolution 2023-39, granting a conditional use to allow for a self-storage facility in GC (General Commercial District) zoning, in accordance with Section 185.054(D)(9) of the Palm Bay Code of Ordinances, on property located west of and adjacent to Martin Road, in the vicinity east of Babcock Street (2.03 acres) (Case CU23-00013, Dan-Nico Properties, LLC). (Quasi-Judicial Proceeding)

The Planning and Zoning Board recommended approval of the request.

The City Attorney read the resolution in caption only. The public hearing was opened. Jake Wise, CEG Engineering and representative for the applicant, presented the request to Council.

Mayor Medina asked the number of employees to be employed. Mr. Wise replied that they did not have an end user yet so that had yet to be determined. He said it would depend on the actual commercial space. Mayor Medina inquired about the size of the commercial space. Mr. Wise said it was approximately 2,500 square feet.

Deputy Mayor Felix felt that the area being proposed was suited for this type of project and supported the request.

Donald Foley, resident of Grant-Valkaria, was concerned with the proposed building being four (4) stories and 120,000 square feet. He felt it would be incompatible with the neighborhood. Mr. Wise responded that the existing zoning allowed for forty (40) foot high buildings and allowed for that type of use with a storage facility because the floor-to-floor was much shorter.

Deputy Mayor Felix asked about the citizen participation meeting. Mr. Wise confirmed that four (4) people were in attendance for the meeting.

Councilman Foster asked if anything had ever been developed on the property in question. Mr. Wise said there had been no development on the property.

The public hearing was closed.

Motion by Deputy Mayor Felix, seconded by Mr. Foster, to adopt Resolution 2023-39.

Deputy Mayor Felix felt that this area was suited for the project and Council should move forward.

Councilman Foster asked how long the property had been vacant. Mr. Wise said it had been undeveloped for at least twenty (20) years. Mr. Foster said Council should not wait another 20-30 years to approve the project for the citizens and taxpayers of Palm Bay.

Councilman Johnson felt more comfortable approving this request due to its location. Mayor Medina agreed.

Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Felix, Yea; Councilman Johnson, Yea; Councilman Foster, Yea.

9. Ordinance 2023-99, amending the Code of Ordinances, Chapter 179, Street and Other Rights-of-Way, Subchapter 'Creating, Improving, Altering and Vacating Streets', by including provisions relating to conditions governing application and procedures (Case T23-00018, City of Palm Bay), first reading.

The Planning and Zoning Board recommended approval of the request.

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

Motion by Mr. Johnson, seconded by Deputy Mayor Felix, to approve Ordinance 2023-99. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Felix, Yea; Councilman Johnson, Yea; Councilman Foster, Yea.

10. Ordinance 2023-100, amending the Code of Ordinances, Chapter 185, Zoning Code, Subchapters 'General Provisions' and 'District Regulations', by including provisions for small event space (Case T23-00026, City of Palm Bay), first reading.

The Planning and Zoning Board recommended approval of the request.

The City Attorney read the ordinance in caption only. The public hearing was opened. Ms. Sherman presented the request to Council.

Deputy Mayor Felix commended staff for the effort in putting this request together and supported same.

Mayor Medina commented that he did not agree with the request and felt that it was unfair to the surrounding residential community. He stated it could cause more of a nuisance rather than enhancing the quality of life for the residents.

The public hearing was closed.

Motion by Deputy Mayor Felix, seconded by Mr. Johnson, to approve Ordinance 2023-100.

Deputy Mayor Felix stated that he was relying on staff and supported their recommendation to approve the request. He asked for clarification of the term “small” in terms of occupancy. Ms. Sherman responded that occupancy was based on the square footage of the space.

Mr. Johnson said that small event spaces were not permitted to serve alcohol and a conditional use would be needed. He supported the request.

Motion carried with members voting as follows:

Mayor Medina	Nay
Deputy Mayor Felix	Yea
Councilman Johnson	Yea
Councilman Foster	Yea

11. Request by Sunrise Plaza Enterprise, Inc. for a conditional use to allow retail automotive gas/fuel sales in NC (Neighborhood Commercial District) zoning on property located at the southwest corner of Glencove Avenue and Emerson Drive (3.00 acres) (CU23-00003). (CONTINUED TO 11/01/23 P&Z AND 11/14/23 RCM)

CONSENT AGENDA:

All items of business under the ‘Consent Agenda’ heading were enacted by the following motion:

Motion by Deputy Mayor Felix, seconded by Mr. Johnson, that the Consent Agenda be approved as presented with the removal of Items 4, 5, 8, 9, and 10, from consent. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Felix, Yea; Councilman Johnson, Yea; Councilman Foster, Yea.

1. Adoption of Minutes: Meeting 2023-23; September 19, 2023.

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

2. Award of Bid: Spent Lime Removal – IFB 57-0-2023 – Utilities Department (Alfy's Trucking Inc. - \$167,875; and Universal Contracting and Construction, Inc. - \$182,750); and approve appropriation of funds on the next scheduled Budget Amendment (\$75,000).

Staff Recommendation: Approve the award for spent lime removal with Alfy's Trucking Inc. (Palm Bay) and Universal Contracting and Construction, Inc (Melbourne), in the amounts of \$167,875 and \$182,750, respectively; and approve appropriation of funds on the next scheduled Budget Amendment, in the amount of \$75,000.

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

3. Contract: Voluntary supplemental insurance benefits, one-year renewal – Human Resources Department (Life Insurance Corporation of North America (Cigna Group Insurance) – approximately \$56,000 (employee-paid coverages)).

Staff Recommendation: Approve a one-year extension to the voluntary supplemental insurance benefits plans with Cigna Health and Life Insurance Company for the 2024 benefit year, through December 31, 2024 (employee-paid coverages).

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

4. Contract: Lagoon House design, improvements and permitting services, Task Order 23-COPB-Q07 – Parks and Facilities Department (Construction Engineering Group - \$38,165).

Staff Recommendation: Approve Task Order 23-COPB-Q07 for Lagoon House improvements and permitting services with Construction Engineering Group, LLC, in the amount of \$38,165, against Master Agreement 15-0-2021.

Bill Battin, resident, was pleased that the City was given a \$2 million grant for parks but said the funding still came from taxpayers.

Motion by Mr. Johnson, seconded by Deputy Mayor Felix, to approve Task Order 23-COPB-07 as requested. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Felix, Yea; Councilman Johnson, Yea; Councilman Foster, Yea.

5. Consideration to appropriate funds (\$96,000) and utilize Undesignated Fund Balance (\$37,500) to proceed with action against nuisance properties.

Staff Recommendation: Authorize the City to pursue further action on public nuisance properties provided herein and approve the use of \$133,500 in Undesignated Fund Balance for court filing fees, demolition, and nuisance property abatement.

Bill Battin, resident, asked the potential the market value for the land once it was cleaned up. He also asked about the nuisance property on Ocean Spray Street and why it was not on this list.

Ms. Smith advised that the property on Ocean Spray Street was currently in the foreclosure process.

Motion by Mr. Johnson, seconded by Deputy Mayor Felix, to approve the request to appropriate funds in the amount of \$96,000 and utilize Undesignated Fund Balance in the amount of \$37,500 to proceed with action against nuisance properties. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Felix, Yea; Councilman Johnson, Yea; Councilman Foster, Yea.

6. Consideration of a grant agreement with Florida Department of Transportation's subgrant for Highway Traffic Safety to address speed and aggressive driving.

Staff Recommendation: Authorize the acceptance of a grant agreement with Florida Department of Transportation for the "Know Your Limits" project to address speed and aggressive driving.

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

7. Consideration of accepting an award and executing an agreement for Edward Byrne Memorial Justice Assistance Grant funds for Police Department equipment (\$34,713).

Staff Recommendation: Approve the agreement for the Bureau of Justice Assistance Fiscal Year 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) – Local Solicitation; and authorize the City Manager to electronically execute the agreement through the Just Grants portal.

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

8. Consideration of accepting an award and authorizing execution of the Florida Inland Navigation District (FIND) Waterway Assistance Program (WAP) Agreement for continued improvements to Castaways Point Park (\$200,000).

Staff Recommendation: Authorize the City Manager to execute the Florida Inland Navigation District (FIND) Waterways Assistance Program (WAP) Agreement for continued improvements to Castaways Point Park in the amount of \$200,000; and approve a budget amendment in the amount of \$100,000 from undesignated fund balance.

Bill Battin, resident, asked if the City's matching funds could be taken from another grant instead of taking from the General Fund.

Ms. Sherman responded in the negative. She explained that the \$2 million from the State was specifically for the damage caused by Hurricane Nicole to Castaways Point Park, Stearns Point Park and the Lagoon House.

Motion by Deputy Mayor Felix, seconded by Mr. Johnson, to authorize the City Manager to execute the Florida Inland Navigation District (FIND) Waterways Assistance Program (WAP) Agreement for continued improvements to Castaways Point Park in the amount of \$200,000; and approve a budget amendment in the amount of \$100,000 from undesignated fund balance. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Felix, Yea; Councilman Johnson, Yea; Councilman Foster, Yea.

9. Consideration of utilizing Fire Impact Fees for various brush truck projects.

Staff Recommendation: Approve the utilization of Fire Impact Fees to complete Brush Trucks 2, 4, 5, and 6, for a total of \$60,000 from Nexus 32907; \$245,000 from Nexus 32908; and \$40,000 from Nexus 32909.

Bill Battin, resident, questioned how much funding had been allocated previously for the rehabilitation of the brush trucks. He asked which department would be responsible for tracking the funds and progress of the project.

Ms. Sherman replied that the vehicles were old military vehicles from the Florida Forest Service and the City paid \$1 to purchase them. The previous allocations were \$60,000

for Brush Truck 5 and \$180,000 for Brush Truck 6, which had not been fully spent. She advised that the Fire Department and Fleet Services Division would be overseeing the project.

Motion by Deputy Mayor Felix, seconded by Mayor Medina, to approve utilizing Fire Impact Fees to complete Brush Trucks 2, 4, 5, and 6, for a total of \$60,000 from Nexus 32907; \$245,000 from Nexus 32908; and \$40,000 from Nexus 32909. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Felix, Yea; Councilman Johnson, Yea; Councilman Foster, Yea.

10. Acknowledgement of the October 2023 GO Road Bond Paving report.

Bill Battin, resident, recommended that the company responsible for tearing up the roads also be responsible for meeting the standards and criteria of the Florida Department of Transportation when repaving.

Motion by Deputy Mayor Felix, seconded by Mr. Johnson, to acknowledge the October 2023 GO Road Bond Paving Report. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Felix, Yea; Councilman Johnson, Yea; Councilman Foster, Yea.

11. Acknowledgement of the City's monthly financial report for August 2023.

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

12. Acknowledgement of the Semi-Annual Report of Formal Solicitations awarded by the Procurement Department from March 31, 2023, through October 6, 2023.

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

PROCUREMENTS:

1. Miscellaneous: Additional 'Other Agency' term contracts utilized for Fiscal Year 2023-2024 'as needed' purchases of equipment, materials and supplies – multiple city departments. (AGENDA REVISION)

Staff Recommendation: Approve the Fiscal Year 2024 annual purchases of equipment, services, materials, and supplies on an "as needed" basis through utilization of the additional 'Other Agency' term contracts listed, to include renewals, re-solicitations, and replacement contracts when a contract expires, and only if funds are appropriated by Council.

Ms. Sherman presented the request to Council.

Motion by Mr. Johnson, seconded by Deputy Mayor Felix, to approve additional 'Other Agency' term contracts. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Felix, Yea; Councilman Johnson, Yea; Councilman Foster, Yea.

NEW BUSINESS:

1. Consideration of City Council Flag Program nominee, Marc Gray. (Mayor Medina)

Staff Recommendation: Approve Marc Gray as a nominee for the City Council Flag Program.

Mayor Medina presented the request to Council.

Motion by Mr. Johnson, seconded by Mayor Medina, to approve Marc Gray as a nominee for the City Council Flag Program. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Felix, Yea; Councilman Johnson, Yea; Councilman Foster, Yea.

2. Ordinance 2023-101, amending the Code of Ordinances, by creating a new Chapter 203, to be titled 'Mandatory Connection to Potable Water and Sewer Utilities', first reading.

Staff Recommendation: Adopt an ordinance creating Chapter 203 of the City of Palm Bay's Code of Ordinances, establishing mandatory connection to potable water and sewer utilities; and authorize a temporary waiver of utility-related main line extension and impact fees for water and sewer connections as a result of mandatory connection notices.

Ms. Sherman presented the request to Council.

Bill Battin, resident, did not feel it was fair to homeowners that paid to connect to the system in the past and then the City was giving breaks to those that were now mandated to connect. He said that residents would have to pay in the future when the services were available.

Motion by Deputy Mayor Felix, seconded by Mr. Johnson, to approve Ordinance 2023-101 and authorize a temporary waiver of utility-related main line extension and impact fees for water and sewer connections as a result of mandatory connection notices.

Councilmembers supported the request and stated their reasons for same. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Felix, Yea; Councilman Johnson, Yea; Councilman Foster, Yea.

COMMITTEE AND COUNCIL REPORTS:

Councilmembers addressed various subject matters.

1. Deputy Mayor Felix requested a media release or letter from the City showing support for Israel. Mayor Medina recommended sending it to the U.S. Ambassador and the Israeli Embassy. Council concurred.
2. *Space Coast Transportation Planning Organization (TPO)*. Mayor Medina said there was discussion regarding development on the west end of Malabar Road, as well as extension of the turn lane on Interstate 95. He said the TPO had slated these items for Fiscal Year 2024, and he felt it should be expedited. Staff was working on getting letters of support from the Brevard County Commissioners.

ADMINISTRATIVE AND LEGAL REPORTS:

1. Ms. Sherman made the following reports:
 - A. Advised that the lighting consultant had completed their engineering plans for the traffic signal at Malabar Road and the Parkway. The City would be submitting the plans to Brevard County (County) in the next week. Ms. Sherman said staff would need to get the permit from the County before moving forward with the project.
 - B. Requested Council consensus to apply for a Brownfield grant opportunity through the East Central Florida Regional Planning Council. Funding would be used to study particular areas that may be brownfields in the city. Council concurred.
2. Mayor Medina requested to work with staff regarding employment aspect and the Land Development Code. Council concurred.

PUBLIC COMMENTS/RESPONSES:

Residents made general comments.

ADJOURNMENT:

There being no further business, the meeting adjourned at the hour of 8:54 P.M.

Rob Medina, MAYOR

ATTEST:

Terese M. Jones, CITY CLERK



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Greg Minor, Director of Parks & Facilities; George Barber, Chief Procurement Officer

DATE: 11/2/2023

RE: Award of Bid: Mowing and related equipment (Co-Op) – IFB44-0-2023 – Parks and Facilities Department (D&K Enterprises USA Inc d/b/a/ Causeway Mowers; EFE Inc.; and ATMAX Equipment Co. - \$150,000, estimated).

The Procurement department, on behalf of the City of Palm Bay's Parks & Facilities Department and the Brevard County Purchasing Cooperative, solicited bids for qualified suppliers to provide mowing & related equipment.

The solicitation was active for twenty-nine (29) days and was broadcasted to approximately (250) vendors. Three (3) bids were received. The Procurement Department staff reviewed the bids for responsiveness. The Parks & Facilities Department, as the primary user, evaluated the responses for responsibility and ability to provide the products and services as specified in the solicitation document. After reviewing the responses Parks and Facilities deemed all responses were deemed responsive. The intent of the solicitation was to multi-award to all responsive bidders.

Staff recommends D&K Enterprises USA Inc d/b/a/ Causeway Mowers, located in Indian Harbor Beach, Florida; EFE Inc., located in Ft. Pierce, Florida; and ATMAX Equipment Co. in Tampa, FL for the award of IFB # 44-0-2023/NC, Mowing & Related Equipment.

REQUESTING DEPARTMENT:
Parks and Facilities, Procurement

FISCAL IMPACT:

Funding for the \$150,000.00 expenditure is available in the following accounts: Parks & Facilities: 001-4526-572-46-24, and 001-4526-572-52-06; Public Works: Fleetng: 521-7070-519.46-22 and Operations: 521-7070-519.52-07, 001-7017-541.46-24, 001-7017-541.52-06, 461-7083-538.46-24, 461-7083-538.52-06; Utilities: 421-8020-533-4624, 421-8030-535-4624, 421-8023-533-4624, 421-8024-533-4624, 421-8034-535-4624, 421-8020-533-5206, 421-8030-535-5206, 421-8023-533-5206, 421-8024-533-5206, 421-8034-535-5206, and 421-8014-536-5206.

RECOMMENDATION:

Motion to approve the award of IFB #44-0-2023/NC, Mowing & Related Equipment, to D&K Enterprises USA

Inc d/b/a/ Causeway Mowers, located in Indian Harbor Beach, Florida; EFE Inc., located in Ft. Pierce, Florida; and ATMAX Equipment Co. in Tampa, FL.

ATTACHMENTS:

Description

Tabulation sheet

Bid Tabulation

IFB NO. 44-0-2023/NC MOWERS & RELATED EQUIPMENT (CO-OP) Bidders may bid on as many line items as they choose. The minimum discount is 5%.		D&K Enterprises USA Inc d/b/a/ Causeway Mowers 750 E. Eau Gallie Blvd Indian Harbor Beach, FL 32937 321-773-0677 causewaymowers@bellsouth.net				EFE Inc. 6150 Orange Ave Ft. Pierce, FL 34947 772-461-5568 bpeterman@efe1963.com			
Red indicates extension error, corrected on this Tabulation									
ITEM DESCRIPTION		Bidder is an Authorized Parts Distributor? Yes/No	Percentage Discount off MSRP for Parts & Equipment	Bidder is an Authorized Repair Facility? Yes/No	Hourly Rate for Service	Bidder is an Authorized Parts Distributor? Yes/No	Percentage Discount off MSRP for Parts & Equipment	Bidder is an Authorized Repair Facility? Yes/No	Hourly Rate for Service
Briggs & Stratton		Yes	10%	Yes	\$79.00	No	-	No	-
Bosch		Yes	10%	Yes	\$79.00	No	-	No	-
Honda		Yes	10%	Yes	\$79.00	Yes	10%	Yes	\$95.00
Husqvarna		Yes	5%	Yes	\$79.00	No	-	No	-
Kawasaki		Yes	15%	Yes	\$79.00	No	-	No	-
Milwaukee		Yes	5%	Yes	\$79.00	No	-	No	-
Oregon		Yes	10%	Yes	\$79.00	Yes	10%	Yes	\$95.00
Rotary		Yes	15%	Yes	\$79.00	No	-	No	-
Scag		Yes	10%	Yes	\$79.00	No	-	No	-
Stihl		Yes	15%	Yes	\$79.00	Yes	10%	Yes	\$95.00
Toro		Yes	15%	Yes	\$79.00	No	-	No	-
BALANCE OF LINE (for any brands carried by the Bidder which are not listed above or service on related parts/equipment but not listed as brand above)		N/A	-	N/A	-	N/A	-	NA	-

IFB NO. 44-0-2023/NC MOWERS & RELATED EQUIPMENT (CO-OP) Bidders may bid on as many line items as they choose. The minimum discount is 5%.		Bid Tabulation ATMAX Equipment Co. 6902 E. 7th Avenue Tampa, FL 33619 813-634-1111 davidm@mowermax.com		
Red indicates extension error, corrected on this Tabulation				
ITEM DESCRIPTION	Bidder is an Authorized Parts Distributor? Yes/No	Percentage Discount off MSRP for Parts & Equipment	Bidder is an Authorized Repair Facility? Yes/No	Hourly Rate for Service
Briggs & Stratton	-	-	-	-
Bosch	-	-	-	-
Honda	-	-	-	-
Husqvarna	-	-	-	-
Kawasaki	-	-	-	-
Milwaukee	-	-	-	-
Oregon	-	-	-	-
Rotary	-	-	-	-
Scag	-	-	-	-
Stihl	-	-	-	-
Toro	-	-	-	-
BALANCE OF LINE (for any brands carried by the Bidder which are not listed above or service on related parts/equipment but not listed as brand above)	N/A	15%	N/A	\$145.00

Bid Tabulation

IFB NO. 44-0-2023/NC MOWERS & RELATED EQUIPMENT (CO-OP)					D&K Enterprises USA Inc d/b/a/ Causeway Mowers 750 E. Eau Gallie Blvd Indian Harbor Beach, FL 32937 321-773-0677 causewaymowers@bellsouth.net	EFE Inc. 6150 Orange Ave Ft. Pierce, FL 34947 772-461-5568 bpeterman@efe1963.com
ITEM	ITEM DESCRIPTION	Qty	Item Number	UOM	Price	Price
1	Mower Blades	Toro/John Deere	1058777	Each	\$30.99	-
2	Edger Blades	Walk/Stick Edger	6477-50	Each	\$75.00	-
3	Edger Blades	Oregon	40-139	Each	\$0.99	\$0.50
4	Edger Blades	Oregon	91-622	Each	\$4.99	\$11.09
5	Edger Blades	Toro	108-1123	Each	\$79.99	-
6	Edger Blades	John Deere	M136195	Each	\$22.99	\$14.10
7	Deck Wheels	Toro/John Deere	6917	Each	\$9.00	-
8	Chainsaw Blades	Stihl	36240050084	Each	\$39.00	\$39.99
9	Chainsaw Blades	Stihl	36160050050	Each	\$19.00	\$21.90
10	Chainsaw Blades	Stihl	36100050044	Each	\$16.00	\$19.99
11	Chainsaw Blades	Stihl	36230050066	Each	\$39.00	\$29.99
12	Chainsaw Blades	Stihl	36890050074	Each	\$32.00	\$28.99
13	Chainsaw Blades	Stihl	36390050068	Each	\$29.00	\$27.99
14	Chainsaw Blades	Stihl	36230050084	Each	\$39.00	\$40.99
15	Chainsaw Bars	Stihl	3.5005E+11	Each	\$53.00	\$42.99
16	Chainsaw Bars	Stihl	30030088917	Each	\$57.00	\$50.99
17	Chainsaw Bars	Stihl	30030086817	Each	\$57.00	\$50.99
18	Chainsaw Bars	Stihl	30050084717	Each	\$57.00	\$49.99
19	Chainsaw Bars	Stihl	30050003905	Each	\$49.00	\$38.99
20	Balance of Product Line				-	-
Do you accept Pruchase Orders?					Yes	Yes
Allows for In-Store pick-up?					Yes	Yes
What is the average processing time after Receipt of Order for items that will be picked-up?					72 Hours	N/A
Is shipping/delivery available?					Yes	Yes
Delivery Time After Receipt of Order					1-2 Days	N/A

Bid Tabulation

IFB NO. 44-0-2023/NC MOWERS & RELATED EQUIPMENT (CO-OP)					ATMAX Equipment Co. 6902 E. 7th Avenue Tampa, FL 33619 813-634-1111 davidm@mowermax.com
ITEM	ITEM DESCRIPTION	Qty	Item Number	UOM	
1	Mower Blades	Toro/John Deere	1058777	Each	-
2	Edger Blades	Walk/Stick Edger	6477-50	Each	-
3	Edger Blades	Oregon	40-139	Each	-
4	Edger Blades	Oregon	91-622	Each	-
5	Edger Blades	Toro	108-1123	Each	-
6	Edger Blades	John Deere	M136195	Each	-
7	Deck Wheels	Toro/John Deere	6917	Each	-
8	Chainsaw Blades	Stihl	36240050084	Each	-
9	Chainsaw Blades	Stihl	36160050050	Each	-
10	Chainsaw Blades	Stihl	36100050044	Each	-
11	Chainsaw Blades	Stihl	36230050066	Each	-
12	Chainsaw Blades	Stihl	36890050074	Each	-
13	Chainsaw Blades	Stihl	36390050068	Each	-
14	Chainsaw Blades	Stihl	36230050084	Each	-
15	Chainsaw Bars	Stihl	3.5005E+11	Each	-
16	Chainsaw Bars	Stihl	30030088917	Each	-
17	Chainsaw Bars	Stihl	30030086817	Each	-
18	Chainsaw Bars	Stihl	30050084717	Each	-
19	Chainsaw Bars	Stihl	30050003905	Each	-
20	Balance of Product Line				15%
Do you accept Pruchase Orders?					Yes
Allows for In-Store pick-up?					Yes
What is the average processing time after Receipt of Order for items that will be picked-up?					N/A
Is shipping/delivery available?					Yes
Delivery Time After Receipt of Order					1-2 Days

Bid Tabulation

<div>IFB NO. 44-0-2023/NC MOWERS & RELATED EQUIPMENT (CO-OP)</div>	<div>D&K Enterprises USA Inc d/b/a/ Causeway Mowers 750 E. Eau Gallie Blvd Indian Harbor Beach, FL 32937 321-773-0677 causewaymowers@bellsouth.net</div>	<div>EFE Inc. 6150 Orange Ave Ft. Pierce, FL 34947 772-461-5568 bpeterman@efe1963.com</div>				
<div>The following pricing table is for delivery and pick-up/towing fees for equipment as needed. The pick-up/towing fee would be for the equipment to be taken one-way. Shipping fee would be for parts to be shipped to the agency.</div>						
Area	Shipping Fee*	Pick-up/Towing Fee*	Per mile fee (after 15 miles)	Shipping Fee*	Pick-up/Towing Fee*	Per mile fee (after 15 miles)
North Brevard County From the North County Line to North of State Road 528.	\$40.00	\$150.00	\$2.50	\$0.00	\$130.00	-
Central Brevard County State Road 528 South to North of U.S. Route 192.	\$40.00	\$100.00	\$2.50	\$0.00	\$130.00	-
South Brevard County South of U.S. Route 192 to the South County Line.	\$40.00	\$150.00	\$2.50	\$0.00	\$130.00	-

*Flat rate for services up to and including 15 miles from the bidder's facility

<div>IFB NO. 44-0-2023/NC</div> <div>MOWERS & RELATED EQUIPMENT (CO-OP)</div> <div>Sheet 3 of 3</div>	<div>ATMAX Equipment Co.</div> <div>6902 E. 7th Avenue</div> <div>Tampa, FL 33619</div> <div>813-634-1111</div> <div>davidm@mowermax.com</div>		
<div>The following pricing table is for delivery and pick-up/towing fees for equipment as needed.</div> <div>The pick-up/towing fee would be for the equipment to be taken one-way. Shipping fee would be for parts to be shipped to the agency.</div>			
Area	Shipping Fee*	Pick-up/Towing Fee*	Per mile fee (after 15 miles)
North Brevard County From the North County Line to North of State Road 528.	Equipment Only: \$1,000.00	Equipment Only: \$1,000.00	-
Central Brevard County State Road 528 South to North of U.S. Route 192.	\$1,000.00	\$1,000.00	-
South Brevard County South of U.S. Route 192 to the South County Line.	\$1,000.00	\$1,000.00	-

*Flat rate for services up to and including 15 miles from the bidder's facility



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Christopher A. Little, P.E.; George Barber, Chief Procurement Officer

DATE: 11/2/2023

RE: Award of Bid: 1.0 MG Ground Storage Tank Rehabilitation, North Regional Water Treatment Plant – IFB 56-0-2023 – Utilities Department (Crom, LLC - \$365,149).

At the request of the Utilities Department, the Procurement Department solicited bids for the rehabilitation of the 1.0 million-gallon (MG) ground storage tank (GST) at the North Regional Water Treatment Plant (NRWTP). The existing GST was constructed in 1984 by the Crom Corporation and rehabilitation is needed due to age and deterioration. The work will include repairs to the interior and exterior walls, the interior roof dome, application of new coating system on the interior and exterior walls, replacement of the roof hatch and other miscellaneous repairs.

Three (3) bids were received in response to the City's solicitation. Procurement staff have reviewed the bids for responsiveness. Utilities staff evaluated the bids for responsibility and ability to perform the scope of services. The low bidder, Razorback, LLC, has been deemed non-responsible by the Utilities staff and the Engineer of Record for this project for failure to produce the requisite requirements issued in the technical specifications.

The GST is a prestressed concrete structure and there are specific contractor requirements in the Technical Specifications for Qualifications and Experience, Section 13250.1.6.A1. Razorback, LLC, has not met the following requirements: 1) ten (10) years of experience in the design, construction, repair, and modification of AWWA D110 Type II wire-wound, circular pre-stressed concrete tanks; 2) completion in the past five (5) years, of at least ten (10) similar projects of equal or greater size; 3) have on staff a full-time professional engineer licensed in the State of Florida. As Razorback LLC, has failed to demonstrate the required qualifications and experience and our GST is a critical component of our Water Treatment Plant, it is in the best interest of the Utilities Department to find them unsatisfactory (non-responsible).

Staff recommends award of NRWTP 1.0 MG GST Rehabilitation to the second lowest responsive bidder, Crom, LLC., in the amount of \$365,149.

REQUESTING DEPARTMENT:
Utilities, Procurement

FISCAL IMPACT:

Total project award will be \$365,149. Funding is available in Utilities Renewal and Replacement Fund 424-8022-533-6221, project 21WS15.

RECOMMENDATION:

Motion to approve award of IFB #56-0-2023/SZ, North Regional Water Treatment Plant 1.0 MG Ground Storage Tank Rehabilitation to Crom, LLC, located in Gainesville, Florida.

ATTACHMENTS:

Description

Tabulation 56-0-2023

	IFB #56-0-2023/SZ North Regional Water Treatment Plant Ground Storage Tank Rehabilitation			Razorback LLC		CROM, LLC		Precon Corporation	
				177 Anclote Rd Tarpon Springs, FL 34689		250 SW 36th Terrace Gainesville, FL 32607		115 SW 140th Terrace Newberry, FL 32669	
				727-938-9500		352-372-3436		352-332-1200	
				anthony@razorbackllc.com		bids@cromcorp.com		Amoore@precontanks.com	
ITEM	Item Description	Est. Qty	Unit of measure	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Mobilization and Demobilization	1	LS	\$21,000.00	\$21,000.00	\$1.00	\$13,650.00	\$38,000.00	\$38,000.00
2	Power Wash and Clean	1	LS	\$23,000.00	\$23,000.00	\$1.00	\$46,855.00	\$39,300.00	\$39,300.00
3	Concrete Rehabilitation - Exterior Wall Cracks	300	LF	\$13.00	\$3,900.00	\$107.56	\$32,268.00	\$43.00	\$12,900.00
4	Concrete Rehabilitation - Interior Wall Cracks	200	LF	\$13.00	\$2,600.00	\$115.81	\$23,162.00	\$78.00	\$15,600.00
5	Concrete Rehabilitation - Interior Roof Dome Cracks	200	LF	\$13.00	\$2,600.00	\$177.27	\$35,454.00	\$57.00	\$11,400.00
6	Concrete Rehabilitation - Interior Roof Dome, Floor and Wall Spalls	200	SF	\$200.00	\$40,000.00	\$161.59	\$32,318.00	\$71.00	\$14,200.00
7	Miscellaneous Work	1	LS	\$27,000.00	\$27,000.00	\$1.00	\$19,522.00	\$47,300.00	\$47,300.00
8	Paint and Coating	1	LS	\$168,000.00	\$168,000.00	\$1.00	\$160,270.00	\$217,400.00	\$217,400.00
9	Cleaning and Disinfection	1	LS	\$3,200.00	\$3,200.00	\$1.00	\$1,650.00	\$3,500.00	\$3,500.00
TOTAL BID					\$291,300.00		\$365,149.00		\$399,600.00
						items in red - believed to be in error, using extended price for bid total.			



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Mariano Augello, Chief of Police and George Barber, Chief Procurement Officer

DATE: 11/2/2023

RE: Award of Bid: Police Department boat (Florida Inland Navigation District) – IFB 59-0-2023 – Police Department (Boaters Exchange, LLC - \$133,819).

On March 17, 2022, City Council authorized staff to submit a grant application to the Florida Inland Navigation District (FIND) to acquire a marine patrol vessel. On December 6, 2022, City Council further authorized the use of Police Impact Fees for the local match and the purchase of a truck and trailer for the vessel.

The Procurement Department, on behalf of the Police Department, solicited bids for qualified suppliers to provide a boat and trailer.

The bid solicitation was active for one month and was broadcasted to 127 vendors. One (1) bid was received. Procurement polled bidders that downloaded the bid set to ask why they did not submit. This is a very limited vendor pool; no bid reasons were primarily based on the vessel type, as the City specified fiberglass and several potential bidders only provide custom aluminum boats. The Procurement Department staff did review the bid for responsiveness. The Police Department evaluated the bid for responsibility and ability to provide the boat, truck, and trailer as specified in the solicitation document. After requesting additional clarification, as allowed per the solicitation Terms and Conditions, the Police Department found the low bid qualified to provide the product as specified. The budget for the boat, truck, and the trailer was \$227,000.00 and the bid was received was under budget at \$133,818.32. The lead time on the boat is 120 days. If this award is approved by Council, the Police Department will work with Procurement to purchase a Ford F-150 using our existing, preapproved cooperative contracts or other procurement methods.

Staff recommends Boaters Exchange, LLC, located in Rockledge, FL for the award of IFB # 59-0-2023/NC, Police Department Boat (FIND).

REQUESTING DEPARTMENT:
Procurement, Police Department

FISCAL IMPACT:

The estimated budget for Project #23PD03 is \$227,000. The total project award will be \$133,818.92 for the purchase of the boat and trailer. Funds will be allocated during the FY23 to FY24 project rolls for Project

23PD03 to Account# 001-5011-521-6403 (\$63,452.96) to cover 50% of the cost of the boat only, and Police Impact Fees 32905 Nexus Account# 180-5050-521-6403 (\$70,365.96) to cover the City's required 50% for the boat (\$63,452.96) and the full cost of the trailer (\$6,913). The revenue for this project (\$63,452.96) will be recorded in Account# 001-0000-334-2005 upon completion of the reimbursement. The remaining balance in Police Impact Fees for this project (\$81,634.04) has already been approved by Council to utilize for the purchase of the Dive Team truck to haul the boat/trailer and the additional equipment needed to outfit the vessel. Upon completion of this project, an estimated \$11,547 allocated in Account# 001-5011-521-6403 will be remaining due to the overall reduced cost of the vessel.

RECOMMENDATION:

Motion to approve the award of IFB #59-0-2023/NC, Police Department Boat (FIND) to Boaters Exchange, LLC, located in Rockledge, FL.

ATTACHMENTS:

Description

Tabulation 59-0-2023

	IFB #59-0-2023/NC POLICE DEPARTMENT BOAT (FIND)			Boater's Exchange LLC
				2145 US Highway 1
				Rockledge, FL 32955
				321-638-0090
	Red indicates extension error, corrected on this Tabulation			sales@boatersexchange.com
ITEM	ITEM DESCRIPTION	QTY	UOM	Unit Price
1	Outboard boat, motor, and trailer package	1	each	\$133,818.92
	Make/Model:			NauticStar 24x5 W/Trailer
	Delivery _____ days, ARO			120
TOTAL BID PRICE:				\$133,818.92



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Christopher A. Little, P.E.; George Barber, Chief Procurement Officer

DATE: 11/2/2023

RE: **Contract: 1MGD to 2MGD Expansion Design and Permitting Services, South Regional Water Reclamation Facility – Task Order 23-13-WT – Utilities Department (Wade Trim, 68-0-2007 – \$670,749); and approve fund appropriation on the next scheduled Budget Amendment (\$250,000).**

The Utilities Department has identified the need to increase the capacity of the South Regional Water Reclamation Facility (SRWRF). The SRWRF is currently under construction to provide one (1) million gallons per day (MGD) of treatment capacity. To meet future demands the SRWRF will need to be expanded to two (2) MGD of treatment capacity. The scope of services under this task order will include design and permitting services. The expansion will include piping, pumps, instrumentation, electrical components, chemical storage.

The expansion will also include a sludge dewatering facility. This facility was part of the original project (22WS14), it was later removed and budgeted as a stand-alone project (23WS06, amount \$250,000). Staff has determined that the facility is required as part of the expansion, project 22WS14, which has a balance of \$435,000. Project 23WS06 will be closed and funds will be returned to Utilities Connection Fee Undesignated Fund Balance.

Wade Trim has submitted Task Order 23-13-WT for design and permitting services for the SRWRF expansion to 2 MGD. Staff has reviewed the scope of work and requests City Council's approval to proceed with Task Order 23-13-WT in the amount of \$670,749.

In accordance with the provisions of Section 287.055, Florida Statutes for Consultants Competitive Negotiation Act (CCNA), the Procurement Department solicited and accepted qualification submittals, under RFQ 68-0-2007/SB, from firms to provide engineering and design services for the SRWRF. On October 18, 2007, Council approved the final ranking and authorized staff to proceed with negotiations. On June 2, 2008 a Master Agreement was executed with Wade Trim. Task Order 23-13-WT is in accordance with the Master Agreement.

The Utilities Department is also requesting fund appropriation from Utilities Connection Fee Undesignated Fund Balance in the amount of \$250,000 to Project 22WS14. The additional funding is contingency to cover unanticipated changes in the scope of work due to unforeseen conditions discovered during design and permitting.

REQUESTING DEPARTMENT:

Utilities, Finance, Procurement

FISCAL IMPACT:

The total for the task order is \$670,749. Pending approval of the budget amendment, amount \$250,000, from Utilities Connection Fee Undesignated Fund Balance (423-0000-392-3006), sufficient funds will be available in the Utilities Department's Connection Fee Fund 423-8021-533-6221, project 22WS14.

RECOMMENDATION:

Motion to 1) approve the appropriation of funds on the next scheduled budget amendment in the amount of \$250,000; and 2) authorize the execution of Wade Trim Task Order 23-13-WT for the South Regional Water Reclamation Facility 1MGD to 2MGD Expansion Design and Permitting Services, against Master Agreement 68-0-2007.

ATTACHMENTS:**Description**

Task Order 23-13-WT

CITY OF PALM BAY, FL
SOUTH REGIONAL WATER RECLAMATION FACILITY
1 MGD TO 2 MGD EXPANSION
DESIGN AND PERMITTING SERVICES

**In accordance with RFQ #68-0-2007/SB – ENGINEERING DESIGN AND
CONSTRUCTION MANAGEMENT SERVICES AGREEMENT – WATER
RECLAMATION FACILITIES (6/2/08)**

September 27, 2023
TASK ORDER NO. 23-13-WT
CITY PROJECT NUMBER 22WS14

SECTION I. BACKGROUND

The City of Palm Bay desires to increase the capacity of their South Regional Water Reclamation Facility (SRWRF) to 2 MGD. The plant is currently under construction to provide 1 MGD AADF of treatment capacity with structures necessary for 2 MGD. This task order will provide the design and permitting to provide the equipment and additional infrastructure necessary for 2 MGD of treatment capacity.

The City of Palm Bay Utilities requested Wade Trim provide design and permitting services for this contract. This scope of work does not include engineering services during bidding and construction. Details of the scope of work are provided below in Section II.

The anticipated scope for the expansion includes weir adjustments, piping, additional MBR equipment, pumps, air diffusers, gates, instrumentation, electrical gear, chemical storage, and screw press sludge dewatering.

The scope assumes one additional geotechnical boring for the sludge dewatering structure and a bid alternate for carbon addition. There will be no additional survey required, and no additional administration space will be provided with this expansion.

SECTION II. SCOPE OF WORK

Wade Trim agrees to perform the following tasks:

Task 1 – 30% Design

- a) **Kickoff Meeting:** Wade Trim will schedule a kickoff meeting with City staff following receipt of notice to proceed. Prior to the meeting Wade Trim will issue an agenda. The meeting will include verification of scope of work, site walk-through, photographs for use in design, and discussions with operations staff regarding preferences for sludge dewatering operations. Wade Trim will provide meeting notes following the meeting.

- b) **Geotechnical Evaluation:** Wade Trim's geotechnical subconsultant Intertek PSI will provide a geotechnical recommendation for the proposed sludge storage and dewatering building based on one 75-foot deep boring.
- c) **30% Drawings:** Wade Trim will develop 30% design drawings. Anticipated drawings for each deliverable of the project are provided in the attached list.
- d) **30% Specifications:** Wade Trim will provide a specifications table of contents and a draft screw press technical specification which will include the design criteria for the equipment.
- e) **30% EOPCC:** Wade Trim will develop a Class III engineer's opinion of probable construction cost (EOPCC).
- f) **30% Design Review Meeting:** Wade Trim will conduct a 30% Design Review meeting to discuss 30% design comments provided by the City. Meeting notes will be generated to be incorporated into the following design.

Task 2 – 60% Design

- a) **Comment Response Register:** Wade Trim will incorporate City comments into the comment response register.
- b) **60% Drawings:** Wade Trim will provide 60% design drawings. 60% design drawings will reflect addressing of the City's 30% design comments. Anticipated drawings for each deliverable of the project are provided in the attached list.
- c) **60% Specifications:** Wade Trim will develop 60% specifications based on the 60% design drawings. The 60% specifications will include three division 0 & 1 specifications and eight division 11 specifications.
- d) **EOPCC:** Wade Trim will provide an updated EOPCC.
- e) **Permit Applications:** Wade Trim will provide draft FDEP permit application form 62-620.910(1) and 620.910(9). Wade Trim will provide a draft ERP permit application.
- f) **60% Design Review Meeting:** Wade Trim will conduct a 60% Design Review meeting to discuss 60% design comments provided by the City. Meeting notes will be generated to be incorporated into the following design.

Task 3 – 90% Design

- a) **Comment Response Register:** Wade Trim will incorporate City comments into the comment response register.
- b) **90% Drawings:** Wade Trim will provide 90% design drawings. 90% design drawings will reflect addressing of the City's 60% design comments. Anticipated drawings for each deliverable of the project are provided in the attached list.
- c) **90% Specifications:** Wade Trim will develop 90% specifications based on the 90% design drawings and comments on the 60% specifications.
- d) **EOPCC:** Wade Trim will provide an updated EOPCC.
- e) **90% Design Review Meeting:** Wade Trim will conduct a 90% Design Review meeting to discuss 90% design comments provided by the City. Meeting notes will be generated to be incorporated into the following design.

Task 4 – Permitting

- a) **Application:** Wade Trim will submit the FDEP and ERP permit applications once signed by the City. Permit fees will be paid directly by owner.
- b) **RAI:** Respond to regulatory requests for additional information that are administrative in nature. RAI requiring additional field work or design modifications are not included.

Task 5 – Final Design

- a) **Comment Response Register:** Wade Trim will incorporate City comments into the comment response register.
- b) **Final Drawings:** Wade Trim will provide final signed and sealed bid set design drawings. Final design drawings will reflect addressing of the City's 90% design comments. Anticipated drawings for each deliverable of the project are provided in the attached list.
- c) **Final Specifications:** Wade Trim will develop Final signed and sealed bid set specifications based on the Final design drawings and City Comments on the 90% Specifications.
- d) **EOPCC:** Wade Trim will provide an updated EOPCC.

SECTION III: PROJECT REPRESENTATIVES

City of Palm Bay Utilities: Christopher A. Little, PE
321-952-3410
Christopher.Little@palmbayflorida.org

Wade Trim: Michael Demko, P.E.
321-249-2147
mdemko@wadetrim.com

SECTION IV: PERMITTING

An FDEP Minor Modification Permit and a SJRWMD ERP modification are required. The SRWRF is currently permitted for 2 MGD; therefore, an FDEP permit for substantial revisions is not required. The addition of sludge dewatering will require a \$500 minor modification permit application fee. No other permits are anticipated.

SECTION V: CITY'S RESPONSIBILITY

The following items are required, but not limited, from the CITY to complete the above-mentioned Task Order:

- 1) Access to the project site
- 2) Review of deliverables
- 3) Direct payment of permit fees

SECTION VI: DELIVERABLES

The following deliverables will be provided for each task mentioned above. All submittals will be electronic PDFs submitted via email unless noted otherwise:

Task 1 – 30% Design

- Kickoff agenda and meeting summary
- 30% design drawings and specifications
- Class III EOPCC

Task 2 – 60% Design

- Responses to City's 30% review comments
- 60% design drawings and specifications
- Updated Class III EOPCC
- Draft FDEP permit application
- Draft SJRWMD ERP application

Task 3 – 90% Design

- 90% design drawings and specifications
- Updated Class III EOPCC
- Responses to City's 60% review comments

Task 4 – Permitting

- Final FDEP permit application
- Final SJRWMD ERP application
- RAI Responses

Task 5 – Final Design

- Signed and sealed bid set of drawings and specifications
- Final Class III EOPCC
- Responses to City's 90% review comments

SECTION VII: SCHEDULE

Work will begin within 7 days of notice-to-proceed (NTP).

Deliverable	Weeks	From
Task 1 - 30% Design		
Kick-Off Meeting	2	NTP
30% Design Submittal	14	Kick-Off
Task 3 – 60% Design		
60% Design Submittal	11	30% Review Meeting
Task 4 – 90% Design		
90% Design Submittal	10	60% Review Meeting
Task 5 – Permitting		
Permit applications	10	60% Review Meeting
Task 6 – Final Design		
Final Design Submittal	8	90% Review Meeting

SECTION VIII: BASIS OF COMPENSATION

The fee for the scope of work described in Section II, shall not exceed a total lump sum fee of **\$670,749** and shall not exceed the amounts shown in the table below for each specific task. The City shall periodically compensate the Wade Trim a portion of the task fee based on mutually agreed upon percentages of completion of each task.

TASK	DESCRIPTION	FEE
1	30% Design	\$ 201,289.00
2	60% Design	\$ 209,530.00
3	90% Design	\$ 203,120.00
4	Permitting	\$ 5,970.00
5	Final Design	\$ 50,840.00
	TOTAL	\$ 670,749.00

At the direction of the City, Wade Trim may be requested to provide additional services. These additional services will be billed at the standard hourly billing rates on a negotiated Lump Sum basis.

SECTION IX: COST OF CONSTRUCTION

The cost of construction for the dewatering facility is estimated to be \$3,500,000. The cost of construction for the equipment-only expansion is estimated to be \$8,630,000.

SECTION X. ACCEPTANCE

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

WADE TRIM, INC.

City of Palm Bay, Florida

Dennis Prevo
Senior Vice President

George Barber, CPPO, CPPB
Chief Procurement Officer

Date

Date

Proposed Drawing List

Sheet	30	60	90	Final
General				
Cover	X	X	X	X
Sheet Index	X	X	X	X
Process Flow Diagram	X	X	X	X
Hydraulic Profile	X	X	X	X
Area Classification Site Plan	X	X	X	X
Control Building Code Review	X	X	X	X
Civil Site - Dewatering Facility				
Notes	X	X	X	X
Legend & Abbreviations	X	X	X	X
Proposed Site Plan	X	X	X	X
Erosion & Sed		X	X	X
Geometry Plan	X	X	X	X
Geometry Plan	X	X	X	X
Proposed Drainage Key Plan	X	X	X	X
Drainage Plan		X	X	X
Drainage Plan		X	X	X
Grading Key Plan	X	X	X	X
Grading Plan		X	X	X
Grading Plan		X	X	X
Yard Piping Key Plan	X	X	X	X
Yard Piping Plan		X	X	X
Yard Piping Plan		X	X	X
Yard Piping Plan		X	X	X
Yard Piping Plan		X	X	X
Pavement Details		X	X	X
Details			X	X
Details			X	X
Details			X	X

Sheet	30	60	90	Final
Structural - Dewatering Facility				
Notes and Legend	X	X	X	X
Key Plan	X	X	X	X
Digestion Tank - Base Slab	X	X	X	X
Digestion Tank - Intermediate	X	X	X	X
Digestion Tank - Upper Plan	X	X	X	X
Digestion Tank - Sections		X	X	X
Electrical Room	X	X	X	X
Digestion Tank - Details		X	X	X
Dewatering Facility - Base Slab	X	X	X	X
Dewatering Facility - Intermediate	X	X	X	X
Dewatering Facility - Upper Plan	X	X	X	X
Dewatering Facility - Sections		X	X	X
Dewatering Facility - Details		X	X	X
Details			X	X
Details			X	X
Process - Dewatering				
Notes and Legend	X	X	X	X
Key Plan	X	X	X	X
Digestion Tank - Base Slab	X	X	X	X
Digestion Tank - Intermediate	X	X	X	X
Digestion Tank - Upper Plan	X	X	X	X
Digestion Tank - Sections		X	X	X
Digestion Tank - Details		X	X	X
Digestion Blowers		X	X	X
Dewatering Facility - Base Slab	X	X	X	X
Dewatering Facility - Intermediate	X	X	X	X
Dewatering Facility - Upper Plan	X	X	X	X
Dewatering Facility - Sections		X	X	X
Dewatering Facility - Details		X	X	X
Details			X	X
Details			X	X

Sheet	30	60	90	Final
Process - Equipment Expansion				
PROCESS LEGEND AND NOTES	X	X	X	X
PROCESS KEY SHEET	X	X	X	X
LOWER LEVEL EQUIPMENT LAYOUT	X	X	X	X
UPPER LEVEL EQUIPMENT LAYOUT	X	X	X	X
HEADWORKS LOWER AND UPPER PLANS	X	X	X	X
HEADWORKS SECTIONS	X	X	X	X
HEADWORKS SECTIONS AND DETAILS	X	X	X	X
BIOLOGICAL PROCESS LOWER LEVEL PLAN	X	X	X	X
BIOLOGICAL PROCESS UPPER LEVEL PLAN	X	X	X	X
BIOLOGICAL PROCESS SECTIONS AND DETAILS	X	X	X	X
PUMP ROOM PLAN	X	X	X	X
PUMP ROOM SECTIONS	X	X	X	X
BIOLOGICAL PROCESS AERATION SYSTEM PLAN	X	X	X	X
SLUDGE TRANSFER SYSTEM PLAN, SECTIONS AND DETAILS	X	X	X	X
CHLORINE CONTACT TANK PLAN, SECTIONS AND DETAILS	X	X	X	X
PLANT REUSE WATER SYSTEM PLAN, SECTIONS AND DETAILS	X	X	X	X
CHEMICAL STORAGE	X	X	X	X
HIGH SERVICE PUMP STATION PLAN AND SECTIONS	X	X	X	X
PROCESS DETAILS	X	X	X	X
PROCESS SCHEDULES	X	X	X	X
Mechanical - Dewatering				
SYMBOLS	X	X	X	X
Dewatering FACILITY LOWER PLAN		X	X	X
DETAILS			X	X
SCHEDULES		X	X	X
SYMBOLS			X	X
Dewatering FACILITY LOWER PLUMBING PLAN		X	X	X
DETAIL			X	X

Sheet	30	60	90	Final
Process - Equipment Expansion				
PROCESS LEGEND AND NOTES	X	X	X	X
PROCESS KEY SHEET	X	X	X	X
LOWER LEVEL EQUIPMENT LAYOUT	X	X	X	X
UPPER LEVEL EQUIPMENT LAYOUT	X	X	X	X
HEADWORKS LOWER AND UPPER PLANS	X	X	X	X
HEADWORKS SECTIONS	X	X	X	X
HEADWORKS SECTIONS AND DETAILS	X	X	X	X
BIOLOGICAL PROCESS LOWER LEVEL PLAN	X	X	X	X
BIOLOGICAL PROCESS UPPER LEVEL PLAN	X	X	X	X
BIOLOGICAL PROCESS SECTIONS AND DETAILS	X	X	X	X
Mechanical - Equipment Expansion				
SYMBOLS	X	X	X	X
BIOLOGICAL TREATMENT FACILITY LOWER PLAN	X	X	X	X
DETAILS	X	X	X	X
SCHEDULES	X	X	X	X
SYMBOLS	X	X	X	X
BIOLOGICAL TREATMENT FACILITY LOWER PLUMBING PLAN	X	X	X	X
DETAIL	X	X	X	X

Sheet	30	60	90	Final
Electrical - Dewatering				
ELECTRICAL LEGENDS AND NOTES	X	X	X	X
PROPOSED ELECTRICAL SITE PLAN	X	X	X	X
GENERATOR AND TRANSFORMER SITE PLANS		X	X	X
MCC ONE-LINE DIAGRAM		X	X	X
MCC ONE-LINE DIAGRAM		X	X	X
MCC ELEVATIONS			X	X
CABLE SCHEDULES			X	X
CABLE SCHEDULES			X	X
Digestgion ELECTRICAL PLAN		X	X	X
Digestgion UPPER PLAN		X	X	X
Dewatering FACILITY LOWER PLAN		X	X	X
CABLE SCHEDULES			X	X
Dewatering FACILITY LOWER PLAN		X	X	X
Dewatering FACILITY UPPER PLAN		X	X	X
Dewatering FACILITY UPPER PLAN		X	X	X
LIGHTING SITE PLAN		X	X	X
Dewatering FACILITY LOWER LIGHTING PLAN		X	X	X
LIGHTNING PROTECTION PLANS		X	X	X
LIGHTNING PROTECTION DETAILS		X	X	X
ELECTRICAL DETAILS			X	X
ELECTRICAL DETAILS			X	X
ELECTRICAL DETAILS			X	X
ELECTRICAL DETAILS			X	X

Sheet	30	60	90	Final
Electrical - Equipment Expansion				
ELECTRICAL LEGENDS AND NOTES	X	X	X	X
PROPOSED ELECTRICAL SITE PLAN	X	X	X	X
MCC-1A ONE-LINE DIAGRAM	X	X	X	X
MCC-2A ONE-LINE DIAGRAM	X	X	X	X
MCC ELEVATIONS		X	X	X
CABLE SCHEDULES		X	X	X
CABLE SCHEDULES		X	X	X
HEADWORKS/SLUDGE STORAGE ELECTRICAL PLAN	X	X	X	X
HEADWORKS/SLUDGE STORAGE UPPER PLAN	X	X	X	X
BIOLOGICAL TREATMENT FACILITY LOWER PLAN	X	X	X	X
CABLE SCHEDULES		X	X	X
BIOLOGICAL TREATMENT FACILITY LOWER PLAN	X	X	X	X
BIOLOGICAL TREATMENT FACILITY UPPER PLAN	X	X	X	X
BIOLOGICAL TREATMENT FACILITY UPPER PLAN	X	X	X	X
CHLORINE CONTACT CHAMBER POWER PLAN	X	X	X	X
SODIUM HYPOCHLORITE STORAGE AREA PLAN	X	X	X	X
HIGH SERVICE PUMP AND GROUND STORAGE TANK PLANS	X	X	X	X
ELECTRICAL DETAILS		X	X	X
ELECTRICAL DETAILS		X	X	X
ELECTRICAL DETAILS		X	X	X
ELECTRICAL DETAILS		X	X	X

Sheet	30	60	90	Final
Instrumentation - Dewatering				
P&ID SYMBOL LEGEND	X	X	X	X
P&ID ABBREVIATIONS	X	X	X	X
Digester BASIN 1		X	X	X
Digester BASIN 2		X	X	X
Transfer Pumps		X	X	X
Dewatering Facility		X	X	X
Dewatering Facility			X	X
Dewatering Facility			X	X
Dewatering Facility			X	X
NETWORK RISER DIAGRAM		X	X	X
INSTRUMENT DETAILS			X	X
INSTRUMENT DETAILS			X	X
CONTROL SCHEMATICS		X	X	X
CONTROL SCHEMATICS		X	X	X
CONTROL SCHEMATICS		X	X	X

Sheet	30	60	90	Final
Instrumentation - Expansion				
P&ID SYMBOL LEGEND	X	X	X	X
P&ID ABBREVIATIONS	X	X	X	X
FINE SCREENS P&ID	X	X	X	X
ANOXIC BASIN 1	X	X	X	X
AERATION BASIN 1	X	X	X	X
AERATION BASIN 2	X	X	X	X
FEED CHANNEL	X	X	X	X
MEMBRANE BIOREACTOR BASIN 1	X	X	X	X
MEMBRANE BIOREACTOR BASIN 2	X	X	X	X
MEMBRANE BIOREACTOR BASIN 3	X	X	X	X
MEMBRANE BIOREACTOR BASIN 4	X	X	X	X
PERMEATE COLLECTION	X	X	X	X
MEMBRANE BIOREACTORS AND AERATION BLOWERS	X	X	X	X
CHLORINE CONTACT CHAMBER	X	X	X	X
WAS PUMPS	X	X	X	X
SLUDGE STORAGE BASIN	X	X	X	X
CHEMICAL ADDITION	X	X	X	X
CHEMICAL ADDITION	X	X	X	X
HIGH SERVICE PS	X	X	X	X
ODOR CONTROL AND GENERATOR SYSTEMS	X	X	X	X
NETWORK RISER DIAGRAM		X	X	X
INSTRUMENT DETAILS		X	X	X
INSTRUMENT DETAILS		X	X	X
CONTROL SCHEMATICS		X	X	X
CONTROL SCHEMATICS		X	X	X
CONTROL SCHEMATICS		X	X	X



Project: SRWRF 2MGD Expansion
Client: PBUD
Prepared By: M Demko
Date: September 27, 2023

**Project Cost
Estimating Sheet**

TO# 23-13-WT

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TASKS		Task 1 30% Design	Task 2 60% Design	Task 3 90% Design	Task 4 Permitting	Task 5 Final Design	TOTAL	OTHER DIRECT COSTS	
CLASSIFICATION	RATE	HOURS \$	HOURS \$	HOURS \$	HOURS \$	HOURS \$	HOURS \$		
PM	\$ 275.00	102	76	72	2	14	266	Subconsultants	
Principal/Associate		\$28,050.00	\$20,900.00	\$19,800.00	\$550.00	\$3,850.00	\$73,150.00	Aerial Photos	
QAQC	\$ 275.00	8	10	12		6	36	Soils Eng.	\$ 7,129.00
Principal/Associate		\$2,200.00	\$2,750.00	\$3,300.00	\$0.00	\$1,650.00	\$9,900.00		
Design Lead	\$ 190.00	90	116	80	8	20	314	Survey	
Professional Engineer 4		\$17,100.00	\$22,040.00	\$15,200.00	\$1,520.00	\$3,800.00	\$59,660.00	Mechanical	
Project Engineer	\$ 145.00	218	180	238	26	24	686	Electrical	
Professional Engineer 2		\$31,610.00	\$26,100.00	\$34,510.00	\$3,770.00	\$3,480.00	\$99,470.00	Environmental	
Structural	\$ 250.00	90	68	52	0	14	224	Stormwater Management	
Senior Technical Professional		\$22,500.00	\$17,000.00	\$13,000.00	\$0.00	\$3,500.00	\$56,000.00	Permitting	
Electrical Engineer	\$ 250.00	30	72	106	0	14	222	Sub Total	\$7,129.00
Senior Technical Professional		\$7,500.00	\$18,000.00	\$26,500.00	\$0.00	\$3,500.00	\$55,500.00	Direct Cost	
Electrical Designer	\$ 120.00	120	146	190	0	46	502	CADD	
Technician 6		\$14,400.00	\$17,520.00	\$22,800.00	\$0.00	\$5,520.00	\$60,240.00	Computers	
I&C Engineer	\$ 250.00	138	200	180	0	54	572	Equipment	
Senior Technical Professional		\$34,500.00	\$50,000.00	\$45,000.00	\$0.00	\$13,500.00	\$143,000.00	Photocopies	
Process Designer	\$ 120.00	264	222	80	0	80	656	Color Copies	
Technician 6		\$31,680.00	\$26,640.00	\$10,800.00	\$0.00	\$9,600.00	\$78,720.00	Graphics	
Admin	\$ 65.00	8	4	4	2	2	20	Computer	
Admin IV		\$520.00	\$260.00	\$260.00	\$130.00	\$130.00	\$1,300.00	Travel	\$ 1,600.00
Building Mechanical	\$ 165.00	20	48	70		14	152	Scanner	
Professional Engineer 3		\$3,300.00	\$7,920.00	\$11,550.00	\$0.00	\$2,310.00	\$25,080.00	OCE Printer	
	\$ -						0		
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Sub Total	\$1,600.00
	\$ -						0		
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	OTHER DIRECT COSTS TOTAL	\$8,729.00
	\$ -						0		
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Labor Multiplier (=1 for billing rate schedule)	1.00
	\$ -						0		
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
	\$ -						0		
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	TOTAL DIRECT LABOR	\$ 662,020.00
TOTAL		1088	1142	1094	38	288	3650	TOTAL COST	\$670,749.00
		\$193,360.00	\$ 209,130.00	\$ 202,720.00	\$ 5,970.00	\$ 50,840.00	\$662,020.00		



Proposal Number: 0757-403478
July 11, 2023

Professional Service Industries, Inc.
1748 33rd Street, Orlando, FL 32839
Phone: (407) 304-5560
Fax: (407) 304-5561

Mr. Michael Demko, P.E.
Senior Project Manager
Wade Trim, Inc.
3790 Dixie Highway NE – Suite D
Palm Bay, Florida 32905

RE: Proposal
Geotechnical Engineering Services
Phase 5 Expansion – Cast-in-place Sludge Tank
Palm Bay SRWRF
250 Osmosis Drive SE
Palm Bay, Florida

Dear Mr. Demko:

Pursuant to your request, **Professional Service Industries, Inc. (PSI), an Intertek company**, is pleased to submit this proposal to provide geotechnical engineering services in connection with the Phase 5 upgrades at the City of Palm Bay South Regional Water Reclamation Facility (SRWRF) in Palm Bay, Florida. Presented herein is a scope of work, time schedule to complete and fee for our services.

Project Information

The project is a new cast-in-place sludge tank to be constructed as part of the Phase 5 improvements to the noted SRWRF located at 250 Osmosis Drive SE in Palm Bay. Based on the provided drawing, the tank will have plan dimensions on the order of 260 feet by 120 feet (0.72 +/- acres), being located in the south of Phase 5 and in the east central portion of the overall facility/property. Current groundcover in the area of interest comprises moderate tree cover with some open areas and dirt trails within and near the site being visible on Google Earth aerial imagery.

Detailed plans for the proposed tank are not available at this time. However, from our communications with you, we understand that it can be assumed that the tank will be an above grade structure with a tank storage wall height up to 20 feet. The new tank will be a cast-in-place concrete structure as previously noted.

Scope of Geotechnical Services

The purpose of PSI's geotechnical exploration is to obtain information on the general subsurface soil and groundwater conditions at the proposed project site. The subsurface conditions encountered will then be evaluated with respect to the available project characteristics. In this regard, geotechnical engineering evaluations for the following issues will be addressed.





1. Feasibility of utilizing shallow foundation systems for support of the proposed sludge tank, including a slab on grade floor system.
2. Design parameters required for the foundation system, including allowable bearing pressure, minimum foundation dimensions and expected settlements.
3. Soil subgrade preparation, including stripping, grubbing and compaction. Engineering criteria for placement and compaction of approved structural fill materials.
4. Suitability and availability of materials on-site that may be moved during site grading for use as structural fill in the sludge tank area, as pavement subgrade fill, and as general backfill.
5. General location and description of potentially deleterious materials encountered in the borings which may interfere with construction progress or structure performance, including existing fills or surficial organics.
6. Identification of groundwater levels (seasonal fluctuations).

The following services will be provided in order to achieve the preceding objective:

1. Review available published geologic and topographic information. This published information will be obtained from the appropriate quadrangle map published by the United States Geological Survey (USGS) and the "Soil Survey of Brevard County, Florida" published by the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS).
2. PSI will drill/sample two Standard Penetration Test (SPT) borings in the proposed sludge tank area of Phase 5. The SPT borings will be advanced to depths of 25 and 75 feet below existing grade (100 total LF). The borings will be located in the field using a handheld GPS device and the plan provided by Wade Trim. Upon completion of drilling, the deep boring will be backfilled and sealed with grout while the shallow boring will be backfilled with soil cuttings and bentonite chips.
3. Obtain up to one relatively undisturbed tube soil sample for consolidation testing of clay soils as appropriate.
4. Visually classify and stratify representative soil samples in the laboratory using the Unified Soil Classification System (USCS). Conduct a limited laboratory testing program including consolidation testing of the clay soils obtained from the tube sample as appropriate. Identify soil conditions at each boring location and form an opinion of the site soil stratigraphy.
5. Collect groundwater level measurements in the boreholes and estimate normal seasonal high groundwater levels.
6. The results of the field exploration and laboratory tests will be used in the engineering analysis and in the formulation of PSI's geotechnical recommendations for the proposed sludge tank at Phase 5. The results of the subsurface exploration, including the recommendations and data on which they are based, will be presented in a written report prepared by a Professional Engineer licensed in the State of Florida.



Schedule

We are in a position to start work on the assignment immediately upon receipt of authorization to proceed. The first task will be to coordinate public utility clearance of the boring locations through Sunshine State One Call of Florida (Call 811). This requires on the order of 3 business days to complete. We anticipate one day for completion of the drilling work assuming no delays due to weather or site access. Engineering and laboratory testing will be initiated thereafter, requiring a further 10 to 12 workdays to complete following field activities. From notice to proceed through submittal of a report will require about 3 to 4 weeks. If consolidation testing is required due to the presence of compressible clays, an additional 5 to 7 business days will be needed to complete the consolidation test.

Service Fee

It is proposed the fee for performance of the above-outlined services be determined on a unit price basis. The work will be performed pursuant to the scope of services presented herein and the attached General Conditions, which are incorporated into and made a part of this proposal. On the basis of the scope of work noted herein, PSI's estimated fee will be **\$7,129.00**. It is assumed that the boring sites will be readily accessible to PSI's ATV-mounted drilling equipment with some limited hand clearing being required.

We appreciate your continued interest in PSI and we trust you find our proposal responsive to current project needs. If this proposal is acceptable, please sign below as notice to proceed and return one copy of this proposal intact to our office. Should you have any questions in regard to this proposal, please do not hesitate to contact this office.

Sincerely,

PROFESSIONAL SERVICE INDUSTRIES, INC.

Max S. McGahan, P.E.
Project Engineer

Ian Kinnear, P.E.
Chief Geotechnical Engineer

0757- 403478 (Phase 5 Expansion – Palm Bay SRWRF)

Attachment

- General Conditions

AGREED TO THIS _____ DAY OF _____,

BY (Please Print): _____

TITLE: _____

COMPANY: _____

SIGNATURE: _____

**SCHEDULE OF SERVICES AND FEES****Geotechnical Engineering Services****South Regional Water Reclamation Facility – Phase 5****Palm Bay, Florida**

<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Rate</u>	<u>Total Cost</u>
<u>I. FIELD INVESTIGATION</u>				
A. Mobilization of Men & ATV-Mounted Equipment (within 100 miles of PSI office)	1	Trip	\$ 750.00	\$ 750.00
B. Utility Coordination/Boring layout	2	Hours	110.00	220.00
C. Standard Penetration Test (SPT) Borings (1 @ 75 feet and 1 @ 25 feet)				
0 to 50 feet	75	L.F.	14.75	1,106.25
50 to 100 feet	25	L.F.	17.25	431.25
D. Thin-Walled Tube Sample	1	Each	159.00	159.00
E. Grout Seal Boreholes (> 50 feet deep)	75	L.F.	7.50	562.50
F. Site Clearing for Rig Access	1	Hours	300.00	300.00
Subtotal Field Investigation				\$3,529.00
<u>II. LABORATORY TESTING</u>				
A. Visual Exam/Stratify Senior Engineering Technician	2	Hours	\$70.00	\$ 140.00
B. Grain Size Analysis Single Sieve	8	Each	65.00	520.00
C. Atterberg Limits (FM 1-T 89/90)	2	Each	120.00	240.00
D. Natural Moisture (FM 1-T 265)	8	Each	15.00	120.00
E. Consolidation Test	1	Each	750.00	750.00
Subtotal Laboratory Testing				\$ 1,770.00



<u>Description</u>		<u>Quantity</u>	<u>Unit</u>	<u>Unit</u> <u>Rate</u>	<u>Total</u> <u>Cost</u>
III. ENGINEERING SERVICES					
A.	Principal Consultant	2	Hours	\$ 215.00	\$ 430.00
B.	Project Engineer	10	Hours	110.00	1,100.00
C.	CADD Operator	2	Hours	85.00	170.00
D.	Secretarial	2	Hours	65.00	130.00
Subtotal Engineering Services					\$ 1,830.00
TOTAL ALL SERVICES					\$7,129.00



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Valentino Perez, Public Works Director

DATE: 11/2/2023

RE: Miscellaneous: Cured-In-Place Pipe Installation Services, Change Order 2 (additional costs to complete lining of Meadowbrook Road and Parr Street) – Public Works Department (Granite Inler, LLC - \$138,601); and approve the appropriation of funds from the Stormwater Utility Fee Undesignated Fund Balance (\$114,720).

On November 17, 2022, City Council approved a piggyback contract, Polk County #20-577, to Granite Inliner for Cured In Place Pipe Installation Services in the amount of \$1,161,395. Change Order No 1 was issued as a deductive change order removing many locations which had not been issued permits through Melbourne-Tillman Water Control District and adding two (2) locations at Parr Street and Meadowbrook due to the poor quality of the existing pipe. The change order was issued on June 26, 2023, and brought the contract cost to \$1,137,514.

As part of the pipe lining preparation, the contractor used a camera to video the inside of the existing pipe and discovered that the pipe size, length, and condition was not as expected in either location. The Parr Street location will require three setups due to the nature of the project. The Meadowbrook location has a triple transition which was not indicated in the estimate included in Change Order No. 1. The contractor has provided additional costs required to complete the lining of the Meadowbrook and Parr Street locations.

Staff is requesting approval of Change Order No. 2 in the amount of \$138,601, an increase of 12% of the original contract total. The City's Procurement Policy allows the Chief Procurement Officer to approve change orders up to 10% and less than \$100,000; any change order in excess of \$100,000 or 10% of the original contract amount will be brought before Council for approval.

Staff requests an additional funding in the amount of \$114,720 be added to the referenced project using Stormwater Utility Funds. A budget amendment will be requested moving funds from the Stormwater Utility Fund Balance to the project.

REQUESTING DEPARTMENT:

Public Works, Procurement

FISCAL IMPACT:

Funding is available in Stormwater Utility Fee Undesignated Fund Balance 461-0000-392-3006 and \$114,720

will be moved as part of BA #1 to 461-7084-541-6309/22SU01.

RECOMMENDATION:

Motion to 1) authorize the use of \$114,720 Stormwater Utility Fee Undesignated Fund Balance to provide additional funding to project 22SU01 Cured in Place Pipe; and 2) approve Change Order No 2 in the amount of \$138,601.

ATTACHMENTS:

Description

Change Order No 2

CHANGE ORDER

PROJECT: 22SU01 - Cured in Place Pipe

Invitation for Bid # 20-577

CHANGE ORDER NUMBER: 2 **DATED:** 10/23/23

CONTRACTOR: Inliner Solutions, LLC

ADDRESS: P O Box 931303; Atlanta, GA 31193-1303

JUSTIFICATION:

Extra footage and different work plans to complete Par and Meadowbrook locations.

CONTRACT PRICE AND TIME IMPACT:

ORIGINAL AWARDED CONTRACT AMOUNT:	\$1,161,395.00
CURRENT CONTRACT AMOUNT:	\$1,137,514.00
INCREASE/DECREASE IN CONTRACT AMOUNT:	\$138,601.00
NEW CONTRACT AMOUNT:	\$1,276,115.00

CURRENT CONTRACT <u>FINAL</u> COMPLETION DATE:	N/A
INCREASE/DECREASE IN CONTRACT TIME:	N/A
NEW CONTRACT COMPLETION DATE:	N/A

REQUESTING DEPARTMENT'S CONCURRENCE AND APPROVAL:

Department Head

Date

ORDERED BY THE CITY OF PALM BAY

ACCEPTED BY THE CONTRACTOR

City Manager or Chief Procurement Officer

Printed Name & Title

Date

Signature

Date

22SU01 - Cured in Place Pipe

#	Item No.	Description	Qty	Unit	Unit Price	Value
1		Mobilization	1	LS	\$ 2,750.00	\$ 2,750.00
2		Maintenance of Traffic	1	LF	\$ (2,450.00)	\$ (2,450.00)
3		Dewatering and Pipe Cleaning	1	LF	\$ 49,150.00	\$ 49,150.00
5		Furnish & Install 15" CIPP Lining (7.5 mm)	-2	LF	\$ 44.00	\$ (88.00)
6		Furnish & Install 18" CIPP Lining (9 mm)	-4	LF	\$ 53.00	\$ (212.00)
7		Furnish & Install 24" CIPP Lining (10.5 mm)	-2	LF	\$ 77.00	\$ (154.00)
8		Furnish & Install 30" CIPP Lining (12 mm)	-18	LF	\$ 98.00	\$ (1,764.00)
9		Furnish & Install 42" CIPP Lining (16.5 mm)	525	LF	\$ 163.00	\$ 85,575.00
10		Furnish & Install 54" CIPP Lining (27 mm)	940	LF	\$ 2.00	\$ 1,880.00
11		Furnish & Install 60" CIPP Lining (28.5 mm)	19	LF	\$ 206.00	\$ 3,914.00
Sub Total						\$138,601.00

Total					\$138,601.00
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Approved by:

Hector Franco
Public Works Project Manager



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Valentino Perez, Public Works Director

DATE: 11/2/2023

RE: Resolution 2023-40, providing for the acceptance of the transfer of Championship Circle, located at Fred Poppe Regional Park, from Brevard County.

Championship Circle NW is the roadway that connects Fred Poppe Regional Park to Malabar Road. A section of Fred Poppe Regional Park was not conveyed to the City from Brevard County in 2016, due to a property transfer error. The City has continually maintained this 100-foot wide right of way, which extends from the first curve of Championship Circle south for approximately 3,700 feet to where the park road connects to Malabar Road. The City's request for the transfer is to provide complete legal ownership of the park site.

The attached Resolution and Interlocal Agreement assigns and transfers ownership and jurisdiction of Championship Circle NW to the City.

REQUESTING DEPARTMENT:

Public Works

FISCAL IMPACT:

No new impact. Maintenance by the City has been continuous since 2016.

RECOMMENDATION:

Motion to accept the transfer of ownership of Championship Circle NW from Brevard County to City of Palm Bay, and authorize signature of the Interlocal Agreement and Resolution.

ATTACHMENTS:

Description

Interlocal Agreement
County Resolution
Resolution 2023-40

**INTERLOCAL AGREEMENT BETWEEN BREVARD COUNTY AND THE
CITY OF PALM BAY RELATING TO THE TRANSFER OF ROADWAY
OWNERSHIP, MAINTENANCE, DRAINAGE, AND ASSOCIATED
FUNCTIONAL RESPONSIBILITIES FOR CHAMPIONSHIP CIRCLE NW
LOCATED IN PALM BAY, FLORIDA**

This Interlocal Agreement is made and entered into the date of last signature below by and between Brevard County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "County," and the City of Palm Bay, a Florida municipal corporation, hereinafter referred to as the "City."

WHEREAS, the County and the City desire to provide efficient transportation facilities to enhance the quality of life for the residents of Brevard County and Palm Bay, Florida; and

WHEREAS, the Parties have the common power to construct and maintain roadways and associated drainage systems within their geographical jurisdictions; and

WHEREAS, the City has requested that the County transfer its ownership rights and maintenance obligations of Championship Circle NW located in Palm Bay to the City, which is further described in **Exhibit A** attached hereto and incorporated herein by this reference; and

WHEREAS, the Parties acknowledge that the County has never improved or maintained Championship Circle NW; and

WHEREAS, the Parties have determined that this Agreement and the transfer of Championship Circle NW is in furtherance of the community health, safety, and welfare, serves a public purpose, and is in the public interest.

NOW, THEREFORE, the County and City covenant and agree that they have full power and authority to enter into this Agreement and bind their respective governmental entities as follows:

Section 1 – Recitals. The above recitals are true and correct and by this reference are hereby incorporated into and made an integral part of this Agreement.

Section 2 – Statutory Authority. This Agreement shall be considered an Interlocal Agreement pursuant to authority of Section 335.0415, Florida Statutes, and Chapters 125, 163, and 166, Florida Statutes, and other applicable laws.

Section 3 – Purpose. The purpose of this Agreement is for the County to assign and transfer to the City, to the maximum extent, ownership and jurisdiction over and full functional responsibility of Championship Circle NW, and associated roadway drainage facilities and other allied uses, including, but not limited to, permit authority within the right-of-way.

Section 4 – Transfer of Responsibility. This Agreement is intended to satisfy the requirements of Section 335.0415(3), Florida Statutes, and in accordance thereto, the City and the County hereby agree to the permanent transfer of Championship Circle NW, as described in **Exhibit A**. In accordance with Section 125.411, Florida Statutes, the County deed attached thereto as **Exhibit B** will be executed by the County, after approval by the Board of County Commissioners, transferring ownership, maintenance, drainage, and all associated functional responsibilities and allied uses for Championship Circle NW to the City. The County shall be responsible for the cost to record the deed and this Agreement in the Public Records of Brevard County, Florida. Upon execution of this Agreement, which shall operate as acceptance of Championship Circle NW, to the maximum extent granted by the County, the City shall have ownership of, plenary authority over, and full responsibility for the functional operation and maintenance of Championship Circle NW. All of the County's rights, responsibilities, liabilities, duties, and obligations as to Championship Circle NW shall be transferred to and assumed by the City and said right(s)-of-way shall be deemed the City's responsibility for all intents, purposes and effects.

Section 5 – Limitations of Agreement. It is not the intent of this Agreement to change the jurisdiction of the Parties in any manner except as specifically provided herein. All other policies, rules, regulations, and ordinances of the County and the City, respectively, will continue to apply as to the properties located within the jurisdictional boundaries of each Party hereto. The maintenance of side roads, street name signs, stop signs, and other traffic control devices are the responsibilities of the Party in whose jurisdiction such items are located, except as otherwise provided herein.

Section 6 – Other Agreements. The Parties agree to execute such instruments and documents as may be required to effectuate this Agreement.

Section 7 – Notices. All notices required under this Agreement shall be in writing and delivered to the parties by mail or electronic delivery, as follows:

City Representative

Joseph W. Hale
City Surveyor
120 Malabar Road
Palm Bay, Florida 32909
Joe.hale@palmbayflorida.org

County Representative

Jeanette Scott
Contracts Supervisor
2725 Judge Fran Jamieson Way, Suite A-201
Viera, Florida 32940
Jeanette.scott@brevardfl.gov

With a copy to:
Tammy Thomas-Wood
Support Services Manager

2725 Judge Fran Jamieson Way, Suite A-201
Viera, Florida 32940
Tammy.Thomas-Wood@brevardfl.gov

Section 8 – Indemnification. Neither Party to this Agreement, its officers, employees, or agents, shall be deemed to assume any liability for the acts, omissions, or negligence of the other Party, its officers, employees, or agents. Each Party's indemnity and liability obligations shall be subject to the common law right of sovereign immunity and limited to the extent of the protections of and limitations on damages as set forth in Section 768.28, Florida Statutes. Nothing herein shall constitute a waiver of the respective Party's sovereign immunity. Nothing contained within this Agreement requires either Party to indemnify the other party for any losses, damages, or injuries caused by or otherwise arising from the negligent or wrongful act or omission of its officers, employees, or agents. Neither party, by execution of this Agreement, will be deemed to have waived its statutory right/defense of sovereign immunity. Each party shall retain all rights, defenses, and remedies under Florida law in the event of any claims, suits or other disputes arising from its performance of the obligations under this Agreement. Nothing in this Agreement shall be interpreted to create any causes of action for any third parties not a party to this Agreement. This indemnification provision shall survive termination.

Section 9 – Default. Either Party to this Agreement, in the event of any act of default by the other, shall have all remedies available to it under the laws of the State of Florida.

Section 10 – Venue and Non-Jury Trial. Venue for any action brought by any Party to this agreement to interpret, construe or enforce this agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida and **ANY TRIAL SHALL BE NON-JURY.**

Section 11 – Attorney's Fees. In the event of any legal action to enforce the terms of this Agreement, each Party shall bear its own attorney's fees and costs.

Section 12 – Severability. If any part of this Agreement is found invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the Parties contained herein are not materially prejudiced and if the intentions of the parties can still be accomplished.

Section 13 – Entirety. This Agreement represents the understanding and agreement of the Parties in its entirety. There shall be no amendments to the Agreement unless such amendments are in writing and signed by the authorized representatives from both Parties.

Section 14 – Effective Date and Recording. Pursuant to Chapter 163, Florida Statutes, the effective date of this Agreement shall be the date on which it is recorded with the Clerk of the Circuit Court in and for Brevard County. The County shall be responsible for recording a fully executed original of this Agreement in the public records

of Brevard County, and shall return a recorded original of the Agreement to the City Representative identified herein.

Section 15 – Counterparts. This Agreement may be executed in counterparts, each of which so executed shall be deemed to be an original and such counterparts, together, shall constitute one in the same instrument.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals on the day and year written below.

ATTEST:

Rachel Sadoff, Clerk

Reviewed for legal form and content
for Brevard County:

Deputy County Attorney

BREVARD COUNTY, FLORIDA

_____, Chair
As approved by the Board on 11-14-2023

ATTEST:

Terese M. Jones, City Clerk

Reviewed for legal form and content
for the City of Palm Bay:

Patricia Smith, City Attorney

CITY OF PALM BAY

J. Robert Medina, Mayor
As approved by the City Council on _____

EXHIBIT "A"

ROAD RIGHT OF WAY

A road Right-of-Way 100 feet in width lying in Section 33, Township 28 South, Range 26 East, Brevard County, Florida containing 8.494 acres, more or less and being more particularly described as follows:

Commence at the Southwest corner of said Section 33; thence run N 89° 42' 12" E along the south line of the Southwest one-quarter of said Section 33 a distance of 2475.45 feet; thence run N 0° 36' 34" E a distance of 33.00 feet to the north Right-of-Way line of Malabar Road (S.R. 514) and the Point of Beginning, thence run N 0° 36' 34" E a distance of 2605.82 feet; thence S 89° 43' 06" W a distance of 10.00 feet, thence run N 0° 36' 34" E a distance of 1094.30; thence run N 89° 42' 17" E a distance of 100.01 feet to the west line of a canal Right-of-Way (150' width); thence runs S 0° 36' 34" W along said west Right-of-Way line a distance of 1094.32 feet; thence run N 89° 43' 06" E a distance of 10.00 feet; thence runs S 0° 36' 34" W along the west line of a canal Right-of-Way (130' width) a distance of 2605.80 feet to the north Right-of-Way of said Malabar Road; thence run S 89° 42' 12" W along said Right-of-Way a distance of 100.01 feet to the Point of Beginning.

Prepared by and return to:
Office of the County Attorney
2725 Judge Fran Jamieson Way, Building C
Viera, Florida 32940

EXHIBIT "B"

COUNTY DEED
(STATUTORY FORM - SECTION 125.411, Florida Statutes)

THIS DEED, made this 14th day of November 2023, between Brevard County, Florida, a political subdivision of the State of Florida, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida, 32940, party of the first part, and the City of Palm Bay, a municipal corporation of the State of Florida, whose address is 120 Malabar Road, Palm Bay, Florida 32907, party of the second part,

(Whenever used herein the terms "party of the first part" and "party of the second part" include all the parties to this instrument and their heirs, legal representatives, successors and assigns. "Party of the first part" and "party of the second part" are used for singular and plural, as the context requires and the use of any gender shall include all genders)

WITNESSETH that the party of the first part, for and in consideration of the sum of Ten Dollars, to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained and sold to the party of the second part, its successors and assigns forever, any interest it holds in the following described land lying and being in Brevard County, Florida, to wit:

See Exhibit "A" attached and incorporated by this reference, together with all riparian and littoral rights appertaining thereto, and all interests in subsurface oil, gas, and minerals pursuant to section 270.11(3), Florida Statutes. In the event the property is not used, maintained or ceases to be used and maintained for a public roadway with associated retention and detention ponds, the COUNTY does not retain any right to reenter and repossess the property.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair of said board, the day and year aforesaid.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

Rachel Sadoff, Clerk of the Court

By: _____
_____, Chair
(As approved by the Board on November 14, 2023)

EXHIBIT "A"

ROAD RIGHT OF WAY

A road Right-of-Way 100 feet in width lying in Section 33, Township 28 South, Range 26 East, Brevard County, Florida containing 8.494 acres, more or less and being more particularly described as follows:

Commence at the Southwest corner of said Section 33; thence run N 89° 42' 12" E along the south line of the Southwest one-quarter of said Section 33 a distance of 2475.45 feet; thence run N 0° 36' 34" E a distance of 33.00 feet to the north Right-of-Way line of Malabar Road (S.R. 514) and the Point of Beginning, thence run N 0° 36' 34" E a distance of 2605.82 feet; thence S 89° 43' 06" W a distance of 10.00 feet, thence run N 0° 36' 34" E a distance of 1094.30; thence run N 89° 42' 17" E a distance of 100.01 feet to the west line of a canal Right-of-Way (150' width); thence runs S 0° 36' 34" W along said west Right-of-Way line a distance of 1094.32 feet; thence run N 89° 43' 06" E a distance of 10.00 feet; thence runs S 0° 36' 34" W along the west line of a canal Right-of-Way (130' width) a distance of 2605.80 feet to the north Right-of-Way of said Malabar Road; thence run S 89° 42' 12" W along said Right-of-Way a distance of 100.01 feet to the Point of Beginning.

RESOLUTION NO. 23- _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA, PURSUANT TO SECTION 125.38, FLORIDA
STATUTES, AND SECTION 2-247, BREVARD COUNTY CODE OF
ORDINANCES, AUTHORIZING CONVEYANCE OF COUNTY PROPERTY; AND
PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Brevard County, Florida, a political subdivision of the State of Florida (hereinafter the "COUNTY"), has certain public road rights-of-way within the City of Palm Bay, a municipality incorporated under the laws of Florida (hereinafter the "CITY"); and

WHEREAS, the particular right-of-way for said public road in this case is referred to as Championship Circle NW (hereinafter "CHAMPIONSHIP"), which is further described in **Exhibit A**, attached hereto and incorporated herein by this reference; and

WHEREAS, in regular session on January 26, 2016, the Board of County Commissioners of Brevard County, Florida, approved the transfer of Palm Bay Regional Park, now known as Fred Poppe Regional Park, to the CITY; and

WHEREAS, the legal description for CHAMPIONSHIP, which abuts Palm Bay Regional Park, was not included in the conveyance of the Park to the CITY; and

WHEREAS, the COUNTY has never maintained the road right-of-way of CHAMPIONSHIP; and

WHEREAS, the CITY has requested the COUNTY officially transfer its ownership and maintenance rights to the CITY; and

WHEREAS, the COUNTY agrees that the CITY's proposed use of the property for roadway purposes will promote public health, safety or welfare, will serve the public interest, and will serve a public purpose. The COUNTY has determined that said property is not needed for COUNTY purposes, and desires to cooperate with and assist the CITY by conveying the property.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Brevard County, Florida, that:

1. The foregoing recitals are true and correct and incorporated to this Resolution by this reference.
2. CHAMPIONSHIP is fully described in **Exhibit A**, which is attached hereto and incorporated herein by this reference. CHAMPIONSHIP is located within the boundary of the CITY and is not needed for COUNTY purposes.
3. The COUNTY finds the CITY has requested the conveyance and the CITY will use and maintain CHAMPIONSHIP as a public roadway to provide safe and well-kept roadways for the

community.

4. In the event CHAMPIONSHIP is not used, maintained, and/or ceases to be used and maintained for a public roadway, the COUNTY does not retain any right to reenter and/or repossess the property.
5. The COUNTY authorizes the Chair of the Board of County Commissioners to execute all necessary documents to convey CHAMPIONSHIP to the CITY by County Deed for nominal consideration.
6. This Resolution shall take effect immediately upon its adoption.

This Resolution is **DONE, ORDERED, AND ADOPTED** in Regular Session, this 14th day of November, 2023.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

Rachel Sadoff, Clerk to the Court

Chair
As approved by the Board on: November 14,
2023

EXHIBIT "A"

ROAD RIGHT OF WAY

A road Right-of-Way 100 feet in width lying in Section 33, Township 28 South, Range 26 East, Brevard County, Florida containing 8.494 acres, more or less and being more particularly described as follows:

Commence at the Southwest corner of said Section 33; thence run N 89° 42' 12" E along the south line of the Southwest one-quarter of said Section 33 a distance of 2475.45 feet; thence run N 0° 36' 34" E a distance of 33.00 feet to the north Right-of-Way line of Malabar Road (S.R. 514) and the Point of Beginning, thence run N 0° 36' 34" E a distance of 2605.82 feet; thence S 89° 43' 06" W a distance of 10.00 feet, thence run N 0° 36' 34" E a distance of 1094.30; thence run N 89° 42' 17" E a distance of 100.01 feet to the west line of a canal Right-of-Way (150' width); thence runs S 0° 36' 34" W along said west Right-of-Way line a distance of 1094.32 feet; thence run N 89° 43' 06" E a distance of 10.00 feet; thence runs S 0° 36' 34" W along the west line of a canal Right-of-Way (130' width) a distance of 2605.80 feet to the north Right-of-Way of said Malabar Road; thence run S 89° 42' 12" W along said Right-of-Way a distance of 100.01 feet to the Point of Beginning.

RESOLUTION 2023-40

A RESOLUTION OF THE CITY OF PALM BAY, BREVARD COUNTY, PROVIDING FOR THE ACCEPTANCE OF THE TRANSFER OF CHAMPIONSHIP CIRCLE NW FROM BREVARD COUNTY TO THE CITY OF PALM BAY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on [DATE], Brevard County ("County") and the City of Palm Bay ("City") executed an Interlocal Agreement regarding the transfer of roadway ownership, maintenance, drainage, and associated functional responsibilities for Championship Circle NW, and

WHEREAS, pursuant to Paragraph 4 of the Interlocal Agreement, the County agreed to permanently transfer Championship Circle NW to the City by County Deed, and the City agreed to accept Championship Circle NW and have ownership of, plenary authority over, and full responsibility for the functional operation and maintenance of said road, and

WHEREAS, on November 14, 2023, the Board of County Commissioners of Brevard County adopted Resolution No. 23-[REDACTED] authorizing the Chair of the Board of County Commissioners to execute all necessary documents to convey Championship Circle NW to the City by County Deed for nominal consideration.

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

SECTION 1. The above recitals are true and correct and are hereby incorporated by reference.

SECTION 2. The City of Palm Bay accepts the County Deed to the property as described in Exhibit A.

SECTION 3. The property shall be used for the public purpose of maintaining a public roadway in the City of Palm Bay.

SECTION 4. This Resolution shall be effective immediately upon adoption.

This Resolution was duly enacted at Meeting 2023-XX of the City Council of the City of Palm Bay, Brevard County, Florida, held on _____, 2023.

Rob Medina, MAYOR

ATTEST:

Terese M. Jones, CITY CLERK

City of Palm Bay, Florida
Resolution 2023-40

EXHIBIT A



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Lisa Frazier, Growth Management Director

DATE: 11/2/2023

RE: Resolution 2023-41, extending the commencement period for a conditional use granted for a self-storage facility in HC (Highway Commercial District) zoning, on property located east of and adjacent to Babcock Street, in the vicinity west of Hardin Lane (2.45 acres) (Case CU-45-2022, Fred D. Boozer, Jr.).

At the November 3, 2022, Regular Council Meeting, City Council adopted Resolution 2022-59 granting a conditional use to the applicants, Antonia Hyland Revocable Trust, and John B. O'Malley Trust, for self-storage facility in HC, Highway Commercial zoning district at 5111 Babcock Street NE. On December 21, 2022, the property was purchased by Fred D. Boozer, Jr., and Ann M. Boozer. The formal site plan was submitted on June 5, 2023.

City Council approved Ordinance 2023-49 which amended Section 185.089, Conditional Uses; Conditions Governing Application; Procedures on July 20, 2023. Among the changes to this section, the commencement period was changed to two (2) years from the date the conditional use is granted.

On August 16, 2023, the City received an email from the applicant, Mr. Fred D. Boozer, Jr., requesting an extension to the commencement period of the conditional use granted under Resolution 2022-59, which expires on November 2, 2023. This is the applicant's first request for an extension. The reason for the extension is related to delays in site plan review process. The applicant's engineer of record is on the third review with conditions still outstanding.

If approved, the new expiration of the conditional use permit will be November 1, 2024, an extension of one (1) year, allowing a two (2) year commencement period from the date the conditional use was originally granted.

There were no adverse comments from staff.

REQUESTING DEPARTMENT:

Growth Management

RECOMMENDATION:

Motion to approve the Resolution amending Resolution 2022-59, Section 3, authorizing an extension to the

conditional use through November 1, 2024.

ATTACHMENTS:

Description

Applicant Extension Request

Resolution 2022-59 - Initial Conditional Use

Resolution 2023-41

From: [Terese Jones](#)
To: [Tania Ramos](#)
Subject: FW: RES-RS2022-59 / site plan SP23-000025 / 5111 babcock st ne, palm bay fl
Date: Tuesday, October 3, 2023 11:02:24 AM
Attachments: [image001.png](#)

From: Jesse Anderson <Jesse.Anderson@palmbayflorida.org>
Sent: Thursday, August 17, 2023 1:22 PM
To: Terese Jones <Terese.Jones@palmbayflorida.org>; 'Fred Boozer' <fredboozerjr@gmail.com>
Cc: Terri Lefler <Terri.Lefler@palmbayflorida.org>
Subject: RE: RES-RS2022-59 / site plan SP23-000025 / 5111 babcock st ne, palm bay fl

Good afternoon,

Thank you, Mr. Boozer. We will begin processing your request right away. If anything else is needed, I will make sure to reach out.

Best,



[Participate in the Palm Bay Comprehensive Plan Update Here!](#)

From: Terese Jones <Terese.Jones@palmbayflorida.org>
Sent: Wednesday, August 16, 2023 4:15 PM
To: 'Fred Boozer' <fredboozerjr@gmail.com>
Cc: Jesse Anderson <Jesse.Anderson@palmbayflorida.org>; Terri Lefler <Terri.Lefler@palmbayflorida.org>
Subject: RE: RES-RS2022-59 / site plan SP23-000025 / 5111 babcock st ne, palm bay fl

Thank you, Mr. Boozer.

I have included Jesse Anderson, Acting Growth Management Director, as he and his staff would process this request.

Have a great day!

Terese

From: Fred Boozer <fredboozerjr@gmail.com>

Sent: Wednesday, August 16, 2023 3:46 PM

To: Terese Jones <Terese.Jones@palmbayflorida.org>

Subject: RES-RS2022-59 / site plan SP23-000025 / 5111 babcock st ne, palm bay fl

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon

I would like to request an extension on the resolution RES-RS2022-59.

Our site plan SP23-000025 is currently being reviewed by the city of palm bay.

Thank you,
fred boozer
321-848-8345

RESOLUTION 2022-59

A RESOLUTION OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, GRANTING A CONDITIONAL USE FOR A SELF STORAGE FACILITY IN HC (HIGHWAY COMMERCIAL DISTRICT) ZONING; WHICH PROPERTY IS LOCATED EAST OF AND ADJACENT TO BABCOCK STREET, IN THE VICINITY WEST OF HARDIN LANE, AND LEGALLY DESCRIBED HEREIN; GRANTING THE USE AS A CONDITIONAL USE; PROVIDING FOR CONSTRUCTION TO BE IN COMPLIANCE WITH THE SITE PLAN; PROVIDING FOR A COMMENCEMENT PERIOD; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, application for a conditional use in HC (Highway Commercial District) zoning for a self storage facility on property legally described herein, has been made by Antonia Hyland Revocable Trust and John B. O'Malley Trust, and

WHEREAS, the request was duly considered by the Planning and Zoning Board of the City of Palm Bay on October 5, 2022, which voted to recommend to the City Council approval of the application, and

WHEREAS, all provisions applicable to the conditional use under Chapter 185, Zoning, Conditional Uses, Sections 185.085 and 185.086, and District Regulations, Section 185.044, of the Palm Bay Code of Ordinances, have been satisfied by the applicant, and

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

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

SECTION 1. The City Council of the City of Palm Bay hereby grants a conditional use for a self storage facility on property zoned HC (Highway Commercial District), which property is legally described as follows:



Tax Parcel 326, of the Public Records of Brevard County, Florida; Section 27, Township 28S, Range 37E; containing 2.45 acres, more or less.

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

- A. Constructing the self storage facility in accordance with the site plan which is, by reference, incorporated herein as Exhibit "A";
- B. The Land Development Division Staff Report which is, by reference, incorporated herein as Exhibit "B"; and
- C. 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 2022-32, of the City Council of the City of Palm Bay, Brevard County, Florida, held on November 3, 2022.

ATTEST

Terese M. Jones, CITY CLERK


Rob Medina, MAYOR

Applicant: Antonio Hyland Revocable Trust and John B. O'Malley Trust
Case: CU-45-2022

cc: 11-04-22 Brevard County Recording
Applicant
Case File



THE WESTLY ANGLE OF 54.15 DEGREES, WESTLY CORNER OF THE FLORIDA NATIONAL RIVER AND COMPANY SURVEY, SECTION 27, TOWNSHIP 28 SOUTH, RANGE 37 EAST, ACCORDING TO THE PLAT RECORDS OF BREVARD COUNTY, FLORIDA, AND SO LESS AND EXCEPT THE SOUTH 50 FEET THEREOF, AND SO LESS AND EXCEPT THE CORNER OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 28 SOUTH, RANGE 37 EAST, ACCORDING TO THE PLAT RECORDS OF BREVARD COUNTY, FLORIDA, BEING THE WESTLY CORNER OF SECTION 27, A DISTANCE OF 10.15 FEET, THENCE WESTLY TO THE POINT OF 49.86 FEET TO A POINT ON THE EASTERN RIGHT OF WAY LINE OF THE FLORIDA NATIONAL RIVER AND COMPANY SURVEY, SECTION 27, TOWNSHIP 28 SOUTH, RANGE 37 EAST, DEPARTING SAID RIGHT OF WAY LINE, A DISTANCE OF 281.24 FEET, THENCE SOUTHWESTLY TO THE POINT OF BEGINNING, A DISTANCE OF 483.10 FEET, THENCE SOUTHWESTLY TO THE POINT OF BEGINNING, A DISTANCE OF 281.25 FEET TO THE POINT OF BEGINNING, AND INCLUDING

CONSTRUCTION OF A NEW 3 STORY INDOOR SELF STORAGE FACILITY

PARCEL ID
28-37-27-00-326

TAX ACCOUNT ID
2862117

TOTAL SITE AREA, 2.45 ACRES 108,722 S.F.
PROPOSED USE, INDOOR SELF STORAGE
PROPOSED BUILDING AREA, 35,000 S.F. (FOOTPRINT)
105,000 S.F. (TOTAL 3-STORIES)
BUILDING COVERAGE, MAXIMUM ALLOWED 35%
PROVIDED 35,000 S.F. (108,722 S.F. = 33%)

BUILDING HEIGHT 3 STORY (40' MAXIMUM)

ZONING HC- HIGHWAY COMMERCIAL

FUTURE.LAND.USE.COM - COMMERCIAL

BUILDING SETBACKS

FRONT	REQUIRED 50'	PROVIDE 96.5'
-------	-----------------	------------------

	20'	30'
SIDE		
REAR		

PARKING REQUIRED. 1 SPACE PER 25 UNITS
DUE TO VERY LIMITED USER ACCESS FOR INDOOR SELF STORAGE A PARKING STUDY SHALL BE PREPARED TO CONFIRM ACTUAL PARKING REQUIREMENTS.

PARKING PROVIDED: 48 SPACES (INCLUDING 2 HANDICAP)

1. ALL HAZARDOUS MATERIALS FOR ANY SPACE, AND WITH THE EXCEPTION OF EMERGENCY EGRESS MATERIALS, SHALL BE STORED IN A SECURELY LOCKED AND SECURED CONTAINER. ALL HAZARDOUS MATERIALS SHALL BE CONSTRUCTED TO MEET THE FOLLOWING REQUIREMENTS:
2. THE MAXIMUM STORAGE UNIT SIZE IS LIMITED TO 300 SQUARE FEET.
3. THERE SHALL BE NO OUTSIDE STORAGE AT THE SITE.
4. THERE SHALL BE NO STORAGE OF HAZARDOUS OR FLAMMABLE CHEMICALS AS DETERMINED BY THE CITY MARSHAL.
5. SUCH FACILITIES MAY ONLY BE UTILIZED FOR STORAGE OCCUPANCY FOR ANY OTHER USE IS PROHIBITED.
6. NO MONUMENT SIGN IS PROPOSED FOR THIS PROJECT.
7. SITE LIGHTING SHALL BE BY WALL PACKS ON THE PROPOSED BUILDING. A COMPLETE SITE LIGHTING AND PHOTO METERIC ANALYSIS BY AN INDEPENDENT THIRD PARTY SHALL BE REQUIRED. LIGHTING SHALL MEET THE CITY OF PALM BEACH REQUIREMENTS TO COMPLETE THE PROJECT.

PORT MALABAR STORAGE

MORGAN & ASSOCIATES
Consulting Engineers, Inc.

Project # 7077 001

Project # 2022-061
Drawing # CIVIL

Scale

Horiz. $\gamma = 20^\circ$

Vert	N/A

Sheet # _____

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Sheet 1 of 2

1

Steven J Morgan P.E. FL. 30000
Andrew H Kurbach P.E. FL. 30000

Date _____

1



STAFF REPORT

LAND DEVELOPMENT DIVISION

120 Malabar Road SE • Palm Bay, FL 32907 • Telephone: (321) 733-3042

landdevelopmentweb@palmbayflorida.org

Prepared by

Tania Ramos, Senior Planner

CASE NUMBER

CU-45-2022

PLANNING & ZONING BOARD HEARING DATE

October 5, 2022

PROPERTY OWNER & APPLICANT

Antonia Hyland Revocable Trust and John
B. O'Malley Trust (Andy Kirbach, PE,
Rep.)

PROPERTY LOCATION/ADDRESS

Tax Parcel 326, Section 27, Township 28, Range
37, Brevard County, Florida

SUMMARY OF REQUEST

A Conditional Use to allow a proposed self-storage facility in the HC,
Highway Commercial District.

Existing Zoning

HC, Highway Commercial

Existing Land Use

Vacant

Site Improvements

Vacant

Site Acreage

2.45 acres

SURROUNDING ZONING & USE OF LAND**North**

HC, Highway Commercial; Commercial Building

East

RR, Rural Residential; Single-family Home

South

HC, Highway Commercial; Commercial Building

West

FC, Floodway Conservation across Babcock Street NE

COMPREHENSIVE PLAN**COMPATIBILITY**

Yes

BACKGROUND:

The subject property is located on the east side of Babcock Street NE, in the vicinity north of Sunny Brook Lane NE. Specifically, Block 326, Section 27, Township 28, Range 37, Brevard County, Florida. This request includes approximately 2.45 acres of land.

ANALYSIS:

The proposed request is to develop 2.45 acres of vacant land as a self-storage facility. The proposed self-storage facility will consist of one 3-story building with a footprint of 35,000 square feet for a total of 105,000 square feet, and associated parking.

CODE REQUIREMENTS:

To be granted conditional use approval, requests are evaluated upon items (A) through (I) of the General Requirements and Conditions of Section 185.087 of the Code of Ordinances. A review of these items is as follows:

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

According to the conceptual site plan, ingress and egress will be provided through one driveway on Babcock Street NE which lines up with a turn lane allowing access from both northbound and southbound traffic.

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

The City's Land Development Code requires internally-accessed self-storage facilities provide one (1) parking spaces for each 25 units, plus three (3) spaces for the facility's lease office. According to the conceptual site plan, 48 parking spaces, including two ADA accessible parking spaces, will be provided. The conceptual site plan does not indicate the exact number of self-storage units to be provided, therefore, exact number of required parking spaces will be determined during the administrative site plan review. The conceptual site plan also does not indicate if any off-street loading spaces will be provided, but this can be determined during the administrative site plan review as well.

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

The property is currently serviced by Florida Power and Light. Any additional upgrades will be required to be designed, permitted, installed, and inspected at the developer's cost.

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

The parcel of land for which this development is proposed is currently vacant. The property is located in the HC, Highway Commercial District with Highway Commercial properties abutting to the north and south and right of way to the west. To the east is a single-family home in the RR, Rural Residential District. In the Highway Commercial District, the City's Land Development Code requires a six (6) foot high completely opaque masonry wall, or wood fence along the entire length of any side or rear property line abutting a residentially zoned property. The conceptual landscape plan provided shows a dry retention area, landscaping, and six (6) foot high opaque fence abutting the Rural Residential property.

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

The conceptual plan states that a monument sign is not proposed for this project, and lighting will be provided by wall packs on the building. During the administrative site plan review lighting and photometric plans will be required. It shall be noted that City codes require any lighting to be shielded and/or directed downward to avoid creating a nuisance to adjacent properties.

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 dimensioned on the conceptual plan meet the requirements provided for the Highway Commercial District.

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 conceptual site plan meets the minimum traffic lane requirements for self-storage facilities with a thirty-five (35) foot wide drive aisle in the parking area to allow for two-way traffic. There is also a twenty-five (25) foot drive aisle around the building to accommodate one-way traffic for larger vehicles which may be loading and unloading on site, and/or emergency traffic.

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

The property is located in the HC, Highway Commercial District with Highway Commercial properties to the north and south. To the west is right of way, and the east is a single-family home in the RR, Rural Residential District. As required by the City's Land Development Code,

the conceptual site plan notes that there will be no door openings for any storage unit, with the exception of emergency egress doors, facing any residentially zoned property.

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

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

STAFF FINDINGS:

Case CU-45-2022 meets the minimum requirements for approval of a conditional use, subject to the staff comments contained in this report.



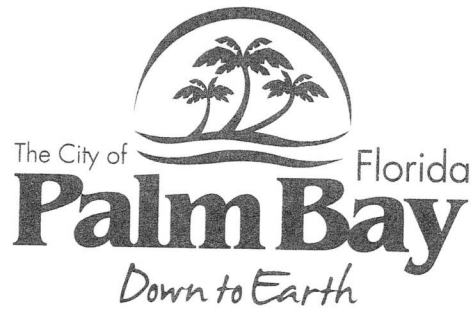
Map is not to scale—for illustrative purposes only; not to be construed as binding or as a survey.



AERIAL LOCATION MAP CASE: CU-45-2022

Subject Property

East of and adjacent to Babcock Street NE, in the vicinity west of Hardin Lane NE



December 13, 2022

Antonia Hyland Revocable Trust
c/o Antonia Hyland
427 Deer Creek Run
Deerfield Beach, FL 33442

John B O'Malley Trust
c/o Patricia O'Malley Butler Thieman POA
13629 Marinda Street
Omaha, NE 68144

Dear Mses. Hyland and Thieman:

Enclosed is a certified copy of Resolution 2022-59, granting a conditional use to allow for a proposed self-storage facility in HC (Highway Commercial District) zoning, on property located east of and adjacent to Babcock Street, in the vicinity west of Hardin Lane.

The City Council approved the resolution at Regular Council Meeting 2022-32, held on November 3, 2022, subject to the applicant complying with the following:

- A. Constructing the self storage facility in accordance with the site plan;
- B. The Land Development Division Staff Report; and
- C. All provisions of the Code of Ordinances of the City of Palm Bay and all other state and federal rules, regulations, and statutes.

If the need should arise in the future for an extension to the commencement period of the conditional use, the request must be submitted to the Office of the City Clerk at least thirty days (30) prior to the expiration date. Requests received after this time period are unable to be acted upon by the City Council prior to the expiration date and will render the conditional use null and void. Please mark your calendar accordingly.

If you should have any questions or require additional information, please contact Ms. Alexandra Bernard, Growth Management Director, at (321) 733-3042.

Sincerely,

CITY OF PALM BAY


Terese M. Jones, CMC
City Clerk

/tjl

Enclosure: Resolution 2022-59

Case CU-45-2022

Legislative Department



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Alexandra Bernard, Growth Management Director

DATE: 11/3/2022

RE: Resolution 2022-59, granting a conditional use to allow for a proposed self-storage facility in HC (Highway Commercial District) zoning, on property located east of and adjacent to Babcock Street, in the vicinity west of Hardin Lane (2.45 acres) (Case CU-45-2022, Antonia Hyland Revocable Trust and John B. O'Malley Trust). (Quasi-Judicial Proceeding)

Ms. Antonia Hyland Revocable Trust; John B. O'Malley Trust (Andy Kirbach, P.E., Rep.) have submitted for a Conditional Use to allow for self-storage facility in the HC, Highway Commercial District. The vacant land is located on the east side of Babcock Street NE, in the vicinity north of Sunny Brook Lane NE. Residential properties will be adequately buffered by a six (6) foot high opaque masonry wall, or wood fence abutting the rear residential property line.

The applicant intends to construct a 3-story self-storage building with a footprint of 35,000 square feet for a total of 105,000 square feet, and associated parking. The project will have one driveway on Babcock Street, NE. Parking requirements will be met and no door openings for any storage unit, with the exception of emergency egress doors, will face any residentially zoned property as required by the Code. City Council has the authority to impose any additional and justifiable safeguards, and/or conditions, to ensure that the facility operates safely and harmoniously with its surrounding.

A Citizen Participation meeting was held on September 28, 2022 at 6 PM in Holiday Inn and Suites in Palm Bay. The Citizen Participation Plan report notes no attendance by any member of the public and no comments or questions submitted to the applicant prior to P&Z Board.

REQUESTING DEPARTMENT:

Growth Management

RECOMMENDATION:

Request for City Council review. Case CU-45-2022 meets the minimum requirements for approval of a conditional use, subject to the staff comments contained in this report.

Planning and Zoning Board Recommendation:

Unanimous approval of the request.

ATTACHMENTS:**Description**

Case CU-45-2022 - Staff Report

Case CU-45-2022 - Site Sketch

Case CU-45-2022 - Site and Landscape Plan

Case CU-45-2022 - Rendering

Case CU-45-2022 - Application

Case CU-45-2022 - Board Minutes

Resolution 2022-59

RESOLUTION 2023-41

A RESOLUTION OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING RESOLUTION 2022-59, SECTION 3, BY EXTENDING THE COMMENCEMENT PERIOD OF THE CONDITIONAL USE GRANTED FOR A SELF-STORAGE FACILITY IN HC (HIGHWAY COMMERCIAL DISTRICT) ZONING; WHICH PROPERTY IS LOCATED EAST OF AND ADJACENT TO BABCOCK STREET, IN THE VICINITY WEST OF HARDIN LANE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 3, 2022, the City of Palm Bay granted a conditional use through Resolution 2022-59 to Antonia Hyland Revocable Trust and John B. O'Malley Trust for a self-storage facility in HC (Highway Commercial District) zoning, and

WHEREAS, the property is located at 5111 Babcock Street NE, and

WHEREAS, the property was subsequently purchased by Fred D. Boozer, Jr. and Ann M. Boozer, and

WHEREAS, an additional one (1) year extension to the commencement period for the conditional use is being requested by Fred D. Boozer, Jr.

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

SECTION 1. The City Council of the City of Palm Bay hereby amends Resolution 2022-59, Section 3, to read as follows:

"Section 3. The conditional use must be commenced within two (2) years from the effective date of this resolution. Commencement shall mean the issuance of site plan approval. Failure to obtain site plan approval within two (2) years shall void the conditional use."

SECTION 2. The effective date of the commencement period, as amended, for the conditional use shall be determined from the effective date of Resolution 2022-59, enacted on November 3, 2022.

SECTION 3. This Resolution shall be recorded in the Public Records of Brevard County at the applicant's expense.

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

This resolution was duly enacted at Meeting 2023- , of the City Council of the City of Palm Bay, Brevard County, Florida, held on , 2023.

Rob Medina, MAYOR

ATTEST:

Terese M. Jones, CITY CLERK

Applicant: Fred D. Boozer, Jr.
Case: CU-45-2022

cc: Applicant
Case File
Brevard County Recording



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Larry Wojciechowski, Finance Director

DATE: 11/2/2023

RE: Ordinance 2023-102, amending the Fiscal Year 2022-2023 budget by appropriating and allocating certain monies (fifth/final budget amendment), first reading.

Summary of the proposed budget amendment:

General Fund (001)

Revenues – Total \$13,645

- Recognize COVID-19 FEMA Public Assistance (PA) Reimbursement - General Fund portion – \$13,645.

Expenditures – Total \$130,275

- Appropriate funding for Task Order 23-07-IS with Infrastructure Solution Services for the Indian River Lagoon Basin Management Action Plan Onsite Sewage Treatment and Disposal System Remediation Plan Regulatory Assistance Services; approved by City Council 09/07/2023 - \$92,160.
- Appropriate COVID-19 FEMA Public Assistance (PA) Reimbursements to the COVID expenditure project (20EM01) – \$13,645.
- Emergency Purchase: appropriate funding to the Building Security project (22PK10) for surveillance camera replacements located at the Police Department Headquarters; approved by City Council 09/07/2023 – \$28,064.
- FY 2023 Year-End Project Closures – Total (\$3,594)
 - 22PK01 – Scoreboard Replacements (\$1,544)
 - 22ED01 – Kilmer/2901 PB Rd. NE (\$2,050)

CDBG Fund (112)

Revenues – Total \$671,636

- Substantial Amendment: Record incoming transfer from the NSP Fund (123) for allocations to the Wichita Sidewalk @ Babcock to San Filippo project (23PW05) \$171,636 and the Eldron Sidewalks @ San Filippo to Diane project (23PW06) \$500,000; approved by City Council 09/07/2023 – \$671,636.

Expenditures – Total \$320,118

- Substantial Amendment: Allocate funding to the Wichita Sidewalk @ Babcock to San Filippo project (23PW05) \$171,636, and the Eldron Sidewalks @ San Filippo to Diane project (23PW06) \$500,000; approved by City

Council 09/07/2023 – \$671,636.

- FY 2023 Year-End Project Closures – Total (\$351,518)
 - 22FD09 – Fire Engine #7 (Ladder 7) (\$256,731)
 - 23FD02 – Air Trailer \$3,491
 - 23FD03 – Engine Radios Stations 1, 2, 3, & 5 (\$3,266)
 - 23FD05 – District Chief Vehicle (\$95,000)
 - 23FD06 – Radio Headset 1, 2, & 3 (\$12)

NSP Fund (123)

Expenditures – Total \$671,636

- Substantial Amendment: Transfer funding to the Community Development Block Grant (CDBG) Fund (112) for the allocation of funding to the Wichita Sidewalk @ Babcock to San Filippo project (23PW05) \$171,636, and the Eldron Sidewalks @ San Filippo to Diane project (23PW06) \$500,000; approved by City Council 09/07/2023 – \$671,636.

Fire Impact Fee Fund – Nexus 32907 (188)

Expenditures – Total \$64,550

- Appropriate funding for the purchase of Emergency Medical Service (EMS) equipment for Squad #2, totaling, \$59,850, including one (1) Lifepak 15, one (1) Lucas Device, and one (1) Video Laryngoscope; and one (1) new Extractor for Fire Station #3 totaling \$4,700; approved by City Council 08/17/2023 – Total \$64,550.

Transportation Impact Fee Fund – Nexus 32907 (197)

Expenditures – Total (\$16,501)

- Appropriate funding for to the Emerson @ SJHP Intersection project (23PW02) for Supplemental No. 1 to Task Order 14 (Consort Engineers) for the traffic signal lighting assessments; approved by City Council 09/07/2023 – Total \$12,008.
- FY 2023 Year-End Project Closures – Total (\$28,509)
 - 22PW04 – Emerson @ Glencove Widening (\$28,509)

2019 G.O. Road Program Fund (309)

Expenditures – Total (\$1,402,061)

- FY 2023 Year-End Project Closures – Total (\$1,402,061)
 - 22GO01 – Driskell Heights Paving (\$74,831)
 - 22GO02 – Florida Ave. Paving (\$60,792)
 - 22GO03 – Farview Subdivision Paving (\$50,494)
 - 22GO11 – Unit 30 Paving (\$1,076,268)
 - 22GO14 – Emerson Paving Amador Jupiter (\$139,676)

2023 G.O. Bond Fund (312)

Revenues – Total \$51,286,470

- Record the 2023 General Obligation (G.O.) Bond proceeds; approved by Council 08/03/2023 via Resolution 2023-22 – \$51,286,470.

Expenditures – Total \$223,309

- Record 2023 G.O. Bond issuance costs \$223,309; the remaining funding will be added to reserves and

appropriations for each road improvement project will be appropriated via future budget amendments per Legislative Memo approvals - \$223,309.

Utilities Operating Fund (421)

Revenues – Total \$6,954

- Recognize COVID-19 FEMA Public Assistance (PA) Reimbursement – Utilities Operating Fund portion – \$6,954.

Expenditures – Total \$814,094

- Appropriate COVID-19 FEMA Public Assistance (PA) Reimbursements to the COVID expenditure project (20EM01) – \$6,954.
- Transfer funding to the Utilities Renewal & Replacement Fund (424) for the Palm Breeze Apartment Lift Station 34 Upgrades project (23WS21); approved by City Council 09/07/2023 - \$1,003,519.
- FY 2023 Year-End Project Closures – Total (\$196,379)
 - 17WS13 – NRWTP Clarifier 2 Construction (\$120,805)
 - 17WS16 – WRF Denitrification Project (\$12)
 - 20WS05 – NR Aggregate Storage Facility (\$30,000)
 - 22WS03 – Upgrade Microsoft SQL SW (\$630)
 - 22WS09 – 22WS09 SRWTP Spare Chemical Pump (\$3,238)
 - 22WS29 – Sandy Pines Meter Install (\$41,694)

Utilities Connection Fee Fund (423)

Expenditures – Total (\$572,000)

- FY 2023 Year-End Project Closures – Total (\$572,000)
 - 22WS15 – 12" Water Main Extension (\$191,000)
 - 22WS16 – 20" Force Main Extension (\$381,000)

Utilities Renewal & Replacement Fund (424)

Revenues – Total \$1,003,519

- Record incoming transfer from the Utilities Operating Fund (421) for the Palm Breeze Apartment Lift Station 34 Upgrades project (23WS21); approved by City Council 09/07/2023 - \$1,003,519.

Expenditures – Total \$1,020,449

- Appropriate funding to the Palm Breeze Apartment Lift Station 34 Upgrades project (23WS21); approved by City Council 09/07/2023 - \$1,003,519.
- Emergency Procurement: open and appropriate funding to the North Regional Wastewater Treatment Plant (NRWWTP) Clarifier No. 1 Drive Mechanism Repair project (23WS22); approved by City Council 09/19/2023 - \$185,286.
- FY 2023 Year-End Project Closures – Total (\$168,356)
 - 19WS17 – Rehabilitation of Well 10 (\$7,399)
 - 21WS20 – NRWTP Actuators-Clearwell (\$50,000)
 - 22WS20 – SRWTP Micron Filter Lines (\$39,000)
 - 22WS22 – Lift Station #2 Rehab (\$2,613)
 - 22WS25 – NRWRF Blower Optimization (\$69,000)
 - 23WS18 – Sr. Admin A/C Replacement (\$344)

Stormwater Utility Fund (461)

Revenues – Total \$73,947

- Record insurance claim revenue received for damages sustained to one (1) Excavator (Public Works Department) – \$37,119.
- Record insurance claim revenue received for damages sustained to one (1) Excavator (Public Works Department) – \$36,828.

Expenditures – Total \$453,834

- Appropriate funding, received via insurance claim revenue, for repairs to damaged Excavators – \$73,947.
- Appropriate funding for the purchase of one (1) Vactor “Vac” Truck, one (1) Ford F-150 Utility Truck and required accessories for transport; approved by City Council 09/07/2023 – \$602,006.
- FY 2023 Year-End Project Closures – Total (\$222,119)
 - 22SU07 – Pipe Replacement NE Area Knecht (\$45,519)
 - 20SU27 – Pipe Replacement NE Area (\$117,233)
 - 23SU12- Bass Pro Emergency Repair (\$59,367)

Solid Waste Fund (471)**Expenditures – Total \$578,000**

- Appropriate additional funding for the Republic Service September billing/invoice; approved by Council 09/19/2023 – \$578,000.

Fleet Services Fund (521)**Expenditures – Total (\$2,092)**

- FY 2023 Year-End Project Closures – Total (\$2,092)
 - 22FD04 – Fire Engine St. 2 \$467
 - 22PK08 – Fuel Pump Cover Structure (\$2,591)
 - 22PW12 – Fleet Building Repairs \$32

FY 2023 Year-End Close-Out

A fiscal year-end close-out review of each fund, department, division by category and general ledger accounts reflecting a deficit of \$2,500 or greater was completed by the Finance Department. In addition to the previously stated summary of proposed budget amendments, revenue and expenditure appropriations are recorded to account for the following:

- Additional revenues generated exceeding the initially budgeted amount.
- Unbudgeted expenditures (personnel, operating, contributions, transfers and/or capital account line items) exceeding the initially budgeted amount not covered in the expenditure category total.

Please refer to the attached Exhibit B for a detailed breakdown of each department and fund year-end close-out appropriations.

REQUESTING DEPARTMENT:

Finance

FISCAL IMPACT:

Please refer to Exhibit A for Fiscal Impact.

RECOMMENDATION:

Motion to adopt by Ordinance the FY 2023 fifth, and final, Budget Amendment.

ATTACHMENTS:

Description

Exhibit A - FY 23 BA #5 Appropriations

Exhibit B - FY 2023 Year-End Close-Out

Ordinance 2023-102

	Revenues	Expenditures
General Fund (001)		
COVID-19 FEMA Public Assistance (PA) Reimbursement (20EM01)	13,645	13,645
Task Order 23-07-IS for Indian River Lagoon Basin Management Action Plan		92,160
Emergency Purchase - Building Security project (22PK10) for surveillance camera replacements		28,064
Exhibit B - FY 2023 Budget Year-End True-Ups	59,890	59,890
FY 2023 Year-End Project Closures		(3,594)
Undesignated Fund Balance	116,630	
Fund Subtotal	190,165	190,165
Palm Bay Municipal Foundation Fund (103)		
Exhibit B - FY 2023 Budget Year-End True-Ups	24,000	24,000
Fund Subtotal	24,000	24,000
CDBG Fund (112)		
Substantial Amendment - Incoming transfer of funding for 23PW05 & 23PW06 from the NSP Fund (123)	671,636	
Substantial Amendment - Wichita Sidewalk @ Babcock to San Filippo project (23PW05) \$171,636; Eldron Sidewalks @ San Filippo to Diane project (23PW06) \$500,000		671,636
FY 2023 Year-End Project Closures		(351,518)
Undesignated Fund Balance	(351,518)	
Fund Subtotal	320,118	320,118
NSP Fund (123)		
Substantial Amendment - Transfer funding to the CDBG Fund (112) - Wichita Sidewalk @ Babcock to San Filippo project (23PW05) \$171,636; Eldron Sidewalks @ San Filippo to Diane project (23PW06) \$500,000		671,636
Undesignated Fund Balance	671,636	
Fund Subtotal	671,636	671,636
ARPA Fund (128)		
Exhibit B - FY 2023 Budget Year-End True-Ups	25,000	25,000
Fund Subtotal	25,000	25,000
Donations Fund (131)		
Exhibit B - FY 2023 Budget Year-End True-Ups	21,000	21,000
Fund Subtotal	21,000	21,000
Environmental Fee Fund (161)		
Exhibit B - FY 2023 Budget Year-End True-Ups	0	0
Fund Subtotal	0	0
Fire Impact Fee Fund – Nexus 32907 (188)		
Emergency Medical Service (EMS) equipment for Squad #2 \$59,850 & one (1) new Extractor for Fire Station #3 \$4,700		64,550
Undesignated Fund Balance	64,550	
Fund Subtotal	64,550	64,550

	Revenues	Expenditures
Transportation Impact Fee Fund – Nexus 32907 (197)		
Emerson @ SJHP Intersection project (23PW02) for Supplemental No. 1 to Task Order 14 (Conсор Engineers)		12,008
FY 2023 Year-End Project Closures		(28,509)
Undesignated Fund Balance	(16,501)	
Fund Subtotal	(16,501)	(16,501)
Transportation Impact Fee Fund – Nexus 32909 (199)		
Exhibit B - FY 2023 Budget Year-End True-Ups	0	0
Fund Subtotal	0	0
2004 Pension Bonds Fund (214)		
Exhibit B - FY 2023 Budget Year-End True-Ups	5	5
Fund Subtotal	5	5
2013 Pension Bonds Fund (221)		
Exhibit B - FY 2023 Budget Year-End True-Ups	335	335
Fund Subtotal	335	335
2015 Franchise Fee Note Fund (223)		
Exhibit B - FY 2023 Budget Year-End True-Ups	15	15
Fund Subtotal	15	15
2015 Sales Tax (Sales Tax Portion) Fund (224)		
Exhibit B - FY 2023 Budget Year-End True-Ups	377	377
Fund Subtotal	377	377
2016 Franchise Fee Revenue Refunding Note Fund (226)		
Exhibit B - FY 2023 Budget Year-End True-Ups	731	731
Fund Subtotal	731	731
2018 LOGT Note Fund (227)		
Exhibit B - FY 2023 Budget Year-End True-Ups	10	10
Fund Subtotal	10	10
2019 G.O. Bonds Fund (228)		
Exhibit B - FY 2023 Budget Year-End True-Ups	3,300	3,300
Fund Subtotal	3,300	3,300
2019 TSO Bonds Fund (229)		
Exhibit B - FY 2023 Budget Year-End True-Ups	340	340
Fund Subtotal	340	340
2020 Revenue Refunding Note Fund (230)		
Exhibit B - FY 2023 Budget Year-End True-Ups	424	424
Fund Subtotal	424	424
2021 G.O. Bonds Fund (231)		
Exhibit B - FY 2023 Budget Year-End True-Ups	300	300
Fund Subtotal	300	300

	Revenues	Expenditures
2019 G.O. Bond Fund (309)		
FY 2023 Year-End Project Closures		(1,402,061)
Undesignated Fund Balance	(1,402,061)	
Fund Subtotal	(1,402,061)	(1,402,061)
2023 G.O. Bond Fund (312)		
2023 General Obligation (G.O.) Bond proceeds	51,286,470	
2023 G.O. Bond issuance costs		223,309
Reserves		51,063,161
Fund Subtotal	51,286,470	51,286,470
Utilities Operating Fund (421)		
COVID-19 FEMA Public Assistance (PA) Reimbursement (20EM01)	6,954	6,954
Transfer funding to the Utilities Renewal & Replacement Fund (424) for the Palm Breeze Apartment Lift Station 34 Upgrades project (23WS21)		1,003,519
Exhibit B - FY 2023 Budget Year-End True-Ups	621	621
FY 2023 Year-End Project Closures		(196,379)
Undesignated Fund Balance	807,140	
Fund Subtotal	814,715	814,715
Utilities Connection Fee Fund (423)		
FY 2023 Year-End Project Closures		(572,000)
Undesignated Fund Balance	(572,000)	
Fund Subtotal	(572,000)	(572,000)
Utilities Renewal & Replacement Fund (424)		
Incoming transfer of funding from the Utilities Operating Fund (421) for the Palm Breeze Apartment Lift Station 34 Upgrades project (23WS21)	1,003,519	
Reserves		1,003,519
Palm Breeze Apartment Lift Station 34 Upgrades project (23WS21)		1,003,519
Emergency Procurement - North Regional Wastewater Treatment Plant (NRWWTP) Clarifier No. 1 Drive Mechanism Repair project (23WS22)		185,286
FY 2023 Year-End Project Closures		(168,356)
Undesignated Fund Balance	1,020,449	
Fund Subtotal	2,023,968	2,023,968
20 Bond Construction Fund (434)		
Exhibit B - FY 2023 Budget Year-End True-Ups	52,320	52,320
Fund Subtotal	52,320	52,320
Building Fund (451)		
Exhibit B - FY 2023 Budget Year-End True-Ups	17,000	17,000
Fund Subtotal	17,000	17,000

	Revenues	Expenditures
Stormwater Utility Fund (461)		
Insurance claim Check #455823 - damages sustained to one (1) Excavator	37,119	37,119
Insurance claim Check #454664 - damages sustained to one (1) Excavator	36,828	36,828
One (1) Vactor "Vac" Truck, one (1) Ford F-150 Utility Truck & required accessories for transport		602,006
Exhibit B - FY 2023 Budget Year-End True-Ups	46,000	46,000
FY 2023 Year-End Project Closures		(222,119)
Undesignated Fund Balance	379,887	
Fund Subtotal	499,834	499,834
Solid Waste Fund (471)		
Republic Service September billing/invoice		578,000
Undesignated Fund Balance	578,000	
Fund Subtotal	578,000	578,000
Employee Health Insurance Fund (511)		
Exhibit B - FY 2023 Budget Year-End True-Ups	0	0
Fund Subtotal	0	0
Risk Management Fund (512)		
Exhibit B - FY 2023 Budget Year-End True-Ups	35,565	35,565
Fund Subtotal	35,565	35,565
Other Employee Benefits Fund (513)		
Exhibit B - FY 2023 Budget Year-End True-Ups	0	0
Fund Subtotal	0	0
Fleet Services Fund (521)		
Exhibit B - FY 2023 Budget Year-End True-Ups	0	0
FY 2023 Year-End Project Closures		(2,092)
Undesignated Fund Balance	(2,092)	
Fund Subtotal	(2,092)	(2,092)
Total	54,637,524	54,637,524

FY 2023 Fifth Budget Amendment

Exhibit B

FY 2023 Year-End Close-Out Appropriations – Budget Amendment #5

GENERAL FUND (001)			REVENUES	EXPENDITURES
GENERAL FUND/REVENUE	001-0000-381.16-01	FROM ENV FEE FUND	24,588	
GENERAL FUND/REVENUE	001-0000-392.10-01	UNDESIGNATED	(24,588)	
GENERAL FUND/REVENUE	001-0000-381.15-21	TSF FROM OTHER FUNDS / FROM FLEET SERVICES FUND	59,890	
POLICE	001-5011-521.64-03	LIGHT VEHICLES		59,890
LEGISLATIVE	001-1110-511.12-10	FULL-TIME SALARIES/WAGES		(46,000)
LEGISLATIVE	001-1110-511.15-20	LONGEVITY		11,000
LEGISLATIVE	001-1110-511.22-13	RETIREMENT - FRS		35,000
CITY MANAGER'S OFFICE	001-1210-512.12-10	FULL-TIME SALARIES/WAGES		(18,312)
CITY MANAGER'S OFFICE	001-1210-512.15-33	EMERGENCY PAY		3,732
CITY MANAGER'S OFFICE	001-1210-512.18-10	VEHICLE ALLOWANCE		14,580
PROCUREMENT	001-1510-513.12-10	FULL-TIME SALARIES/WAGES		(12,500)
PROCUREMENT	001-1510-513.13-10	PART-TIME WAGES		7,500
PROCUREMENT	001-1510-513.15-20	LONGEVITY		5,000
FINANCE	001-2010-513.12-10	FULL-TIME SALARIES/WAGES		(5,000)
FINANCE	001-2010-513.15-20	LONGEVITY		5,000
FINANCE	001-2011-513.12-10	FULL-TIME SALARIES/WAGES		(10,000)
FINANCE	001-2011-513.13-10	PART-TIME WAGES		4,000
FINANCE	001-2011-513.15-20	LONGEVITY		6,000
FINANCE	001-2010-513.51-01	OFFICE SUPPLIES		(181)
FINANCE	001-2010-513.51-05	FURNITURE/EQUIP <\$5,000		181
INFORMATION TECHNOLOGY	001-2310-519.12-10	FULL-TIME SALARIES/WAGES		(23,538)
INFORMATION TECHNOLOGY	001-2310-519.15-20	LONGEVITY		16,000
INFORMATION TECHNOLOGY	001-2310-519.15-33	EMERGENCY PAY		7,538
HUMAN RESOURCES	001-2510-513.31-33	IN-HOUSE TRAINING		(16,000)
HUMAN RESOURCES	001-2510-513.54-03	LICENSES/CERTIFICATES		16,000
GROWTH MANAGEMENT	001-3311-515.12-10	FULL-TIME SALARIES/WAGES		(18,250)
GROWTH MANAGEMENT	001-3311-515.14-10	OVERTIME		5,000
GROWTH MANAGEMENT	001-3311-515.15-20	LONGEVITY		4,750
GROWTH MANAGEMENT	001-3330-529.15-20	LONGEVITY		8,500

FY 2023 Fifth Budget Amendment

Exhibit B

GENERAL FUND (001)			REVENUES	EXPENDITURES
RECREATION	001-4120-572.12-10	FULL-TIME SALARIES/WAGES		(10,000)
RECREATION	001-4120-572.21-10	SOCIAL SECURITY/MEDICARE		10,000
PARKS & FACILITIES	001-4510-519.13-10	PART-TIME WAGES		(17,261)
PARKS & FACILITIES	001-4510-519.14-10	OVERTIME		2,600
PARKS & FACILITIES	001-4510-519.15-33	EMERGENCY PAY		2,661
PARKS & FACILITIES	001-4525-519.13-10	PART-TIME WAGES		12,000
PARKS & FACILITIES	001-4525-519.12-10	FULL-TIME SALARIES/WAGES		(6,456)
PARKS & FACILITIES	001-4525-519.15-33	EMERGENCY PAY		6,456
PARKS & FACILITIES	001-4526-572.12-10	FULL-TIME SALARIES/WAGES		(13,765)
PARKS & FACILITIES	001-4526-572.15-20	LONGEVITY		3,000
PARKS & FACILITIES	001-4526-572.15-33	EMERGENCY PAY		10,765
PARKS & FACILITIES	001-4525-519.46-23	BUILDING REPAIRS & MAINT		(3,000)
PARKS & FACILITIES	001-4525-519.52-20	OPR SUPPLIES/EQUIP <5,000		3,000
POLICE	001-5019-521.40-01	TRAVEL M&IE		5,300
POLICE	001-5011-521.46-22	VEHICLE REPAIR		(5,300)
POLICE	001-5012-521.12-10	FULL-TIME SALARIES/WAGES		(579,519)
POLICE	001-5010-521.13-10	PART-TIME WAGES		5,000
POLICE	001-5010-521.15-20	LONGEVITY		4,000
POLICE	001-5010-521.15-33	EMERGENCY PAY		6,258
POLICE	001-5011-521.15-20	LONGEVITY		2,500
POLICE	001-5011-521.15-33	EMERGENCY PAY		3,684
POLICE	001-5012-521.12-12	COMP TIME USED		145,000
POLICE	001-5012-521.14-10	OVERTIME		240,000
POLICE	001-5012-521.14-11	OFF DUTY DETAIL		55,000
POLICE	001-5012-521.15-33	EMERGENCY PAY		118,077
POLICE	001-5013-521.12-10	FULL-TIME SALARIES/WAGES		(44,133)
POLICE	001-5013-521.15-20	LONGEVITY		6,000
POLICE	001-5013-521.15-33	EMERGENCY PAY		38,133
POLICE	001-5019-521.12-10	FULL-TIME SALARIES/WAGES		(23,697)
POLICE	001-5019-521.15-20	LONGEVITY		2,750
POLICE	001-5019-521.15-33	EMERGENCY PAY		20,947
POLICE	001-5012-521.12-10	FULL-TIME SALARIES/WAGES		(3,000)

FY 2023 Fifth Budget Amendment

Exhibit B

GENERAL FUND (001)			REVENUES	EXPENDITURES
POLICE	001-5025-521.15-20	LONGEVITY		3,000
FIRE	001-6012-522.64-01	MACHINERY AND EQUIPMENT		(118,745)
FIRE	001-6012-522.52-06	TOOLS/EQUIPMENT		118,745
FIRE	001-6012-522.12-10	FULL-TIME SALARIES/WAGES		(875,515)
FIRE	001-6012-522.16-10	HOLIDAY PAY		(50,000)
FIRE	001-6012-522.12-12	COMP TIME USED		54,400
FIRE	001-6012-522.14-10	OVERTIME		585,000
FIRE	001-6012-522.14-30	FLSA / PREMIUM PAY		20,000
FIRE	001-6012-522.15-32	TECHNICAL RESCUE TEAM		23,000
FIRE	001-6012-522.15-33	EMERGENCY PAY		118,015
FIRE	001-6012-522.21-10	SOCIAL SECURITY/MEDICARE		120,000
FIRE	001-6012-522.23-12	CANCER BENEFITS FS-112.1816		5,100
PUBLIC WORKS	001-7013-541.12-10	FULL-TIME SALARIES/WAGES		(16,250)
PUBLIC WORKS	001-7013-541.12-12	COMP TIME USED		3,000
PUBLIC WORKS	001-7013-541.14-10	OVERTIME		7,000
PUBLIC WORKS	001-7013-541.15-20	LONGEVITY		3,250
PUBLIC WORKS	001-7013-541.21-12	SOCIAL SECURITY/MEDICARE		3,000
PUBLIC WORKS	001-7017-541.12-10	FULL-TIME SALARIES/WAGES		(3,500)
PUBLIC WORKS	001-7017-541.15-20	LONGEVITY		3,500
PUBLIC WORKS	001-7026-541.12-10	FULL-TIME SALARIES/WAGES		(11,228)
PUBLIC WORKS	001-7026-541.14-10	OVERTIME		4,000
PUBLIC WORKS	001-7026-541.15-20	LONGEVITY		4,500
PUBLIC WORKS	001-7026-541.15-33	EMERGENCY PAY		2,728
PUBLIC WORKS	001-7034-541.12-10	FULL-TIME SALARIES/WAGES		(11,839)
PUBLIC WORKS	001-7034-541.15-20	LONGEVITY		9,000
PUBLIC WORKS	001-7034-541.15-33	EMERGENCY PAY		2,839
GENERAL GOVERNMENT	001-9010-519.49-23	BANK SERVICE FEES		(5,000)
GENERAL GOVERNMENT	001-9010-519.49-14	DEBT SERVICE FEES		(14,506)
GENERAL GOVERNMENT	001-9010-519.49-09	OTHER CURRENT CHARGES		3,000
GENERAL GOVERNMENT	001-9010-519.52-23	DISASTER PREP.HUR.NICOLE (23EM01)		16,506
FUND SUBTOTAL			59,890	59,890

FY 2023 Fifth Budget Amendment

Exhibit B

PALM BAY MUNICIPAL FOUNDATION FUND (103)			REVENUES	EXPENDITURES
LEGISLATIVE	103-0000-366.10-08	DONATIONS	24,000	
LEGISLATIVE	103-9010-559.31-21	ENGINEERING SERVICES		17,000
LEGISLATIVE	103-9010-559.47-02	MAYOR'S BALL		1,000
LEGISLATIVE	103-9010-559.49-09	OTHER CURRENT CHARGES		1,000
LEGISLATIVE	103-9010-559.49-23	BANK SERVICE FEES		5,000
FUND SUBTOTAL			24,000	24,000

ARPA FUND (128)			REVENUES	EXPENDITURES
COMMUNITY & ECONOMIC DEVELOPMENT	128-0000-392.10-01	UNDESIGNATED	25,000	
COMMUNITY & ECONOMIC DEVELOPMENT	128-3414-559.34-12	JANITORIAL SERVICES		25,000
FUND SUBTOTAL			25,000	25,000

DONATIONS FUND (131)			REVENUES	EXPENDITURES
POLICE	131-0000-366.50-01	POLICE CONTRIBUTIONS	19,480	
POLICE	131-5070-521.31-15	VETERINARY SERVICES		5,000
POLICE	131-5070-521.40-01	TRAVEL M&IE		7,500
POLICE	131-5070-521.52-01	MISC OPERATING SUPPLIES		1,500
POLICE	131-5070-521.55-01	TRAINING & EDUCATION COST		2,500
FIRE	131-0000-366.50-02	FIRE CONTRIBUTIONS	1,520	
FIRE	131-6070-522.52-01	MISC OPERATING SUPPLIES		3,000
FIRE	131-6070-522.52-38	CITY TRAINING/EVENTS FOOD		1,500
FUND SUBTOTAL			21,000	21,000

ENVIRONMENTAL FEE FUND (161)			REVENUES	EXPENDITURES
GROWTH MANAGEMENT	161-3312-593.99-01	RESERVES		(24,588)
GROWTH MANAGEMENT	161-3112-581.91-01	TO GENERAL FUND		24,588
FUND SUBTOTAL			0	0

TRANSPORTATION IMPACT FEE FUND - NEXUS 32909 (199)			REVENUES	EXPENDITURES
PUBLIC WORKS	199-7050-593.99-01	RESERVES		(499,002)
PUBLIC WORKS	199-7050-541.49-09	OTHER CURRENT CHARGES		499,002
FUND SUBTOTAL			0	0

2004 PENSION BONDS FUND (214)			REVENUES	EXPENDITURES
FINANCE/DEBT SERVICE	214-2033-513.49-23	BANK SERVICE FEES		5

FY 2023 Fifth Budget Amendment

Exhibit B

2004 PENSION BONDS FUND (214)			REVENUES	EXPENDITURES
FINANCE/DEBT SERVICE	214-0000-392.10-01	UNDESIGNATED	5	
FUND SUBTOTAL			5	5

2013 PENSION BONDS FUND (221)			REVENUES	EXPENDITURES
FINANCE/DEBT SERVICE	221-2042-513.73-01	PAYING AGENT FEES		325
FINANCE/DEBT SERVICE	221-2042-513.49-23	BANK SERVICE FEES		10
FINANCE/DEBT SERVICE	221-0000-392.10-01	UNDESIGNATED	335	
FUND SUBTOTAL			335	335

2015 FRANCHISE FEE NOTE FUND (223)			REVENUES	EXPENDITURES
FINANCE/DEBT SERVICE	223-2044-513.49-23	BANK SERVICE FEES		15
FINANCE/DEBT SERVICE	223-0000-392.10-01	UNDESIGNATED	15	
FUND SUBTOTAL			15	15

2015 SALES TAX (SALES TAX PORTION) FUND (224)			REVENUES	EXPENDITURES
FINANCE/DEBT SERVICE	224-2045-513.73-01	PAYING AGENT FEES		377
FINANCE/DEBT SERVICE	224-0000-392.10-01	UNDESIGNATED	377	
FUND SUBTOTAL			377	377

2016 FRANCHISE FEE REVENUE REFUNDING NOTE FUND (226)			REVENUES	EXPENDITURES
FINANCE/DEBT SERVICE	226-2047-517.72-16	LOAN INTEREST		726
FINANCE/DEBT SERVICE	226-2047-513.49-23	BANK SERVICE FEES		5

2016 FRANCHISE FEE REVENUE REFUNDING NOTE FUND (226)			REVENUES	EXPENDITURES
FINANCE/DEBT SERVICE	226-0000-392.10-01	UNDESIGNATED	731	
FUND SUBTOTAL			731	731

2018 LOGT NOTE FUND (227)			REVENUES	EXPENDITURES
FINANCE/DEBT SERVICE	227-2048-513.49-23	BANK SERVICE FEES		10
FINANCE/DEBT SERVICE	227-0000-392.10-01	UNDESIGNATED	10	
FUND SUBTOTAL			10	10

2019 G.O. BONDS FUND (228)			REVENUES	EXPENDITURES
FINANCE/DEBT SERVICE	228-2049-513.73-01	PAYING AGENT FEES		300
FINANCE/DEBT SERVICE	228-2049-513.49-09	BANK SERVICE FEES		3,000
FINANCE/DEBT SERVICE	228-0000-392.10-01	UNDESIGNATED	3,300	
FUND SUBTOTAL			3,300	3,300

FY 2023 Fifth Budget Amendment

Exhibit B

2019 TSO BONDS FUND (229)			REVENUES	EXPENDITURES
FINANCE/DEBT SERVICE	229-2051-513.73-01	PAYING AGENT FEES		330
FINANCE/DEBT SERVICE	229-2051-513.49-23	BANK SERVICE FEES		10
FINANCE/DEBT SERVICE	229-0000-392.10-01	UNDESIGNATED	340	
FUND SUBTOTAL			340	340

2020 REVENUE REFUNDING NOTE FUND (230)			REVENUES	EXPENDITURES
FINANCE/DEBT SERVICE	230-2052-517.72-29	2020 SORR NOTE INTEREST		419
FINANCE/DEBT SERVICE	230-2052-513.49-23	BANK SERVICE FEES		5
FINANCE/DEBT SERVICE	230-0000-392.10-01	UNDESIGNATED	424	
FUND SUBTOTAL			424	424

2021 G.O. BONDS FUND (231)			REVENUES	EXPENDITURES
FINANCE/DEBT SERVICE	231-2053-513.73-01	PAYING AGENT FEES		300
FINANCE/DEBT SERVICE	231-0000-392.10-01	UNDESIGNATED	300	
FUND SUBTOTAL			300	300

UTILITIES OPERATING FUND (421)			REVENUES	EXPENDITURES
UTILITIES	421-0000-392.30-06	FUND BALANCE / UNDESIGNATED	621	
UTILITIES	421-8010-517.73-01	PAYING AGENT FEES		614
UTILITIES	421-8011-536.62-01	BUILDINGS		7
UTILITIES	421-8010-536.12-10	FULL-TIME SALARIES/WAGES		(3,332)
UTILITIES	421-8010-536.15-33	EMERGENCY PAY		3,332
UTILITIES	421-8011-536.12-10	FULL-TIME SALARIES/WAGES		(4,500)
UTILITIES	421-8011-536.12-12	COMP TIME USED		4,500
UTILITIES	421-8014-536.12-10	FULL-TIME SALARIES/WAGES		(27,247)
UTILITIES	421-8014-536.12-12	COMP TIME USED		14,000
UTILITIES	421-8014-536.15-33	EMERGENCY PAY		8,247
UTILITIES	421-8014-536.26-10	TERMINATION BENEFITS		5,000
UTILITIES	421-8017-536.13-10	PART-TIME WAGES		(10,000)
UTILITIES	421-8017-536.15-20	LONGEVITY		(3,000)
UTILITIES	421-8016-536.12-10	FULL-TIME SALARIES/WAGES		(23,000)
UTILITIES	421-8017-536.14-10	OVERTIME		28,000
UTILITIES	421-8017-536.26-10	TERMINATION BENEFITS		8,000

FY 2023 Fifth Budget Amendment

Exhibit B

UTILITIES OPERATING FUND (421)			REVENUES	EXPENDITURES
UTILITIES	421-8020-533.12-10	FULL-TIME SALARIES/WAGES		(18,267)
UTILITIES	421-8020-533.15-33	EMERGENCY PAY		5,267
UTILITIES	421-8020-533.26-10	TERMINATION BENEFITS		13,000
UTILITIES	421-8023-533.12-10	FULL-TIME SALARIES/WAGES		(18,757)
UTILITIES	421-8023-533.12-12	COMP TIME USED		9,000
UTILITIES	421-8023-533.15-33	EMERGENCY PAY		5,257
UTILITIES	421-8023-533.26-11	VACATION PAYOUTS		4,500
UTILITIES	421-8024-533.12-10	FULL-TIME SALARIES/WAGES		(7,170)
UTILITIES	421-8024-533.15-33	EMERGENCY PAY		7,170
UTILITIES	421-8024-533.46-23	BUILDING REPAIRS & MAINT		(4,000)
UTILITIES	421-8024-533.46-31	WELL REHAB/MAINT/REPAIR		4,000
UTILITIES	421-8030-535.12-10	FULL-TIME SALARIES/WAGES		(28,687)
UTILITIES	421-8030-535.12-12	COMP TIME USED		4,000
UTILITIES	421-8030-535.15-33	EMERGENCY PAY		16,187
UTILITIES	421-8030-535.26-10	TERMINATION BENEFITS		8,500

UTILITIES OPERATING FUND (421)			REVENUES	EXPENDITURES
UTILITIES	421-8034-535.12-10	FULL-TIME SALARIES/WAGES		(36,840)
UTILITIES	421-8034-535.13-10	PART-TIME WAGES		22,000
UTILITIES	421-8034-535.15-33	EMERGENCY PAY		7,340
UTILITIES	421-8034-535.26-10	TERMINATION BENEFITS		7,500
UTILITIES	421-8034-535.34-15	OUTSIDE LAB SERVICES		(13,000)
UTILITIES	421-8034-535.52-01	MISC OPERATING SUPPLIES		13,000
FUND SUBTOTAL			621	621

20 BOND CONSTRUCTION FUND (434)			REVENUES	EXPENDITURES
UTILITIES	434-0000-392.30-07	FUND BALANCE / UNDESIGNATED	52,320	
UTILITIES	434-8021-533.62-21	PLANT AND FACILITIES (18WS04)		52,320
FUND SUBTOTAL			52,320	52,320

BUILDING FUND (451)			REVENUES	EXPENDITURES
BUILDING	451-0000-361.10-01	INTEREST INCOME	17,000	
BUILDING	451-3120-524.12-12	COMP TIME USED		6,000

FY 2023 Fifth Budget Amendment

Exhibit B

BUILDING FUND (451)			REVENUES	EXPENDITURES
BUILDING	451-3120-524.15-20	LONGEVITY		3,000
BUILDING	451-3120-524.15-40	CERTIFICATE / LICENSE		3,000
BUILDING	451-3120-524.31-09	INVESTMENT SERVICES		5,000
FUND SUBTOTAL			17,000	17,000

STORMWATER UTILITY FUND (461)			REVENUES	EXPENDITURES
PUBLIC WORKS	461-7081-541.12-10	FULL-TIME SALARIES/WAGES		(18,750)
PUBLIC WORKS	461-7081-541.15-20	LONGEVITY		4,750
PUBLIC WORKS	461-7081-541.26-11	VACATION PAYOUTS		14,000
PUBLIC WORKS	461-7082-541.12-10	FULL-TIME SALARIES/WAGES		(8,000)
PUBLIC WORKS	461-7082-541.15-20	LONGEVITY		3,000
PUBLIC WORKS	461-7082-541.26-10	TERMINATION BENEFITS		5,000
PUBLIC WORKS	461-0000-361.10-01	INTEREST INCOME	46,000	
PUBLIC WORKS	461-7082-541.31-09	INVESTMENT SERVICES		4,000
PUBLIC WORKS	461-7082-541.49-22	CREDIT CARD PROCESS FEES		42,000
STORMWATER UTILITY FUND (461)			REVENUES	EXPENDITURES
PUBLIC WORKS	461-7083-538.12-10	FULL-TIME SALARIES/WAGES		(2,700)
PUBLIC WORKS	461-7083-538.15-14	TRAINER/LEADER		2,700
PUBLIC WORKS	461-7084-541.12-10	FULL-TIME SALARIES/WAGES		(9,000)
PUBLIC WORKS	461-7084-541.15-20	LONGEVITY		3,000
PUBLIC WORKS	461-7084-541.26-12	SICK PAYOUTS		6,000
FUND SUBTOTAL			46,000	46,000

EMPLOYEE HEALTH INSURANCE FUND (511)			REVENUES	EXPENDITURES
HUMAN RESOURCES	511-2520-593.99-01	RESERVES		(5,000)
HUMAN RESOURCES	511-2520-519.49-09	OTHER CURRENT CHARGES		5,000
FUND SUBTOTAL			0	0

RISK MANAGEMENT FUND (512)			REVENUES	EXPENDITURES
CITY ATTORNEY'S OFFICE	512-0000-369.10-18	WORKERS' COMP INDEMNITY	35,565	
CITY ATTORNEY'S OFFICE	512-1417-519.12-14	WORKERS COMP PAYMENTS		35,565
FUND SUBTOTAL			35,565	35,565

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Exhibit B

EMPLOYEE HEALTH INSURANCE FUND (511)			REVENUES	EXPENDITURES
HUMAN RESOURCES	513-2531-593.99-01	RESERVES		(36,000)
HUMAN RESOURCES	513-2531-519.45-03	CITY-PAID LIFE INSURANCE		6,000
HUMAN RESOURCES	513-2531-519.45-04	EE PAID LIFE INSURANCE		10,000
HUMAN RESOURCES	513-2531-519.45-06	LONG-TERM DISABILITY		20,000
FUND SUBTOTAL			0	0

FLEET SERVICES FUND (521)			REVENUES	EXPENDITURES
PUBLIC WORKS	521-7070-519.12-10	FULL-TIME SALARIES/WAGES		(9,000)
PUBLIC WORKS	521-7070-519.15-20	LONGEVITY		9,000
PUBLIC WORKS	521-7070-519.64-03	LIGHT VEHICLES		(59,890)
PUBLIC WORKS	521-7070-581.91-01	TRANSFERS / TO GENERAL FUND		59,890
FUND SUBTOTAL			0	0

ALL FUNDS TOTAL			287,233	287,233
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ORDINANCE 2023-102

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE FISCAL YEAR 2023 BUDGET BY APPROPRIATING AND ALLOCATING FUNDS IDENTIFIED IN EXHIBIT 'A', CONSISTING OF FOUR (4) PAGES AND INCORPORATED IN ITS ENTIRETY HEREIN; RECOGNIZING THAT SUCH APPROPRIATIONS MUST BE MADE PURSUANT TO THE CODE OF ORDINANCES OF THE CITY OF PALM BAY, CHAPTER 35; ADOPTING, RATIFYING, CONFIRMING, AND VALIDATING THE ALLOCATIONS; PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

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

SECTION 1. The City Council, in accordance with the City of Palm Bay, Code of Ordinances, Chapter 35, Finance, Budget, Section 35.035, hereby appropriates the funds as identified in Exhibit 'A'.

SECTION 2. The City Council adopts, ratifies, and approves the appropriations as identified in Exhibit 'A'.

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

Read in title only at Meeting 2023- , held on , 2023; and
read in title only and duly enacted at Meeting 2023- , held on , 2023.

Rob Medina, MAYOR

ATTEST:

Terese M. Jones, CITY CLERK

Reviewed by CAO: _____



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Christopher A. Little, P.E.

DATE: 11/2/2023

RE: Consideration of a grant agreement with Florida Department of Environmental Protection for septic-to-sewer conversions (\$2,100,000).

During the Fiscal Year (FY) 2023-2024 State legislative session, the City was awarded State appropriations in the amount of \$2,100,000 to assist approximately 140 households with converting from onsite treatment and disposal systems (OSTDS) to the City's centralized sewer system. These conversions will reduce pollutant loading to the City's groundwater aquifers, the Turkey Creek and the impaired Indian River Lagoon (IRL). The septic-to-sewer conversions will help to reduce Fecal Coliform, Total Nitrogen (TN), Total Phosphorus (TP), and household wastes which can potentially discharge to all water bodies within the City.

The \$2.1M in State appropriations is be awarded to the City through the Florida Department of Environmental Protection (FDEP) in the form of a grant agreement, which is attached. At the November 17, 2022 Regular Council Meeting, City Council authorized the waiver of the Utilities Department's Sewer Impact Fees and Mainline Extension (MLE) Charges (approximately \$5,670 per connection) for 100 households to serve as a local match to this grant; however, with updated data from Brevard County's SOIRL grant program, staff believes that approximately 140 households can be assisted. Therefore, staff is requesting Council's consideration to waive the City's Sewer Impact Fees and Main Line Extension Charges fees for all households assisted under this grant.

REQUESTING DEPARTMENT:
City Manager's Office, Utilities

FISCAL IMPACT:
This is a reimbursement grant. The City will be required to expend funds and seek reimbursement from this grant up to \$2,100,000 for eligible expenses. The City will receive unrealized grant revenue in the amount of \$2,100,000. The City's Utilities Department estimates a revenue loss of approximately \$793,856 in waivers of Utilities Sewer Impact Fees and Mainline Extension Charges.

RECOMMENDATION:
Motion to authorize the City Manager to execute the grant agreement with Florida Department of Environmental Protection for septic-to-sewer conversions (\$2,100,000); and authorize a waiver of Utilities Sewer Impact Fees

and Mainline Extension Charges for all households assisted under this grant program.

ATTACHMENTS:

Description

LPA0603

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): **Palm Bay Septic-to-Sewer Conversions** Agreement Number: **LPA0603**

2. Parties **State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Palm Bay** Entity Type: **Local Government**

Grantee Address: **120 Malabar Road SE Palm Bay, Florida 32907** FEID: **59-6018984** (Grantee)

3. Agreement Begin Date: **Upon Execution** Date of Expiration: **February 28, 2026**

4. Project Number: Project Location(s): **Lat/Long: (27.998, -80.67)**
(If different from Agreement Number)

Project Description: **The Grantee will obtain required permits and connect approximately 140 residences to a central sanitary sewer system for wastewater treatment.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
\$2,100,000.00	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	LP, GAA LI 1705A, FY 23-24, GR	\$ 2,100,000.00
	<input type="checkbox"/> State <input type="checkbox"/> Federal		\$
	<input type="checkbox"/> Grantee Match		\$

Total Amount of Funding + Grantee Match, if any: **\$ 2,100,000.00**

6. Department's Grant Manager Name: Michelle Ramirez or successor Address: Florida Dept. of Environmental Protection 3900 Commonwealth Blvd. Tallahassee, FL 32399-3000 Phone: 850-245-2818 Email: Michelle.Ramirez@FloridaDEP.gov	Grantee's Grant Manager Name: Derik Richardson or successor Address: 250 Osmosis Drive SE Palm Bay, FL 32909 Phone: 321-952-3410 Email: Derik.richardson@palmbayflorida.org
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7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with section 215.985, F.S.
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input type="checkbox"/> Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)
<input type="checkbox"/> Exhibit H: Non-Profit Organization Compensation Form (State)

<input type="checkbox"/> Additional Exhibits (if necessary):	
8.	
Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

GRANTEE

Grantee Name

By _____
(Authorized Signature) Date Signed

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee Date Signed

Print Name and Title of Person Signing

☐ Additional signatures attached on separate page.

DWRA Additional Signatures

Michelle Ramirez, DEP Grant Manager

Mitch Holmes, DEP QC Reviewer

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments (i.e., cost reimbursement) under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for cost reimbursement and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.
 - ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price

Attachment 1

- negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
 - e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
 - f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
 - g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
 - h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole

discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may

not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

- ii. **Discriminatory Vendors.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- iii. **Antitrust Violator Vendors.** A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
- iv. **Notification.** The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

- c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. **Signage Requirements**

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at:

<https://www.epa.gov/invest/investing-america-signage>.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during

the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the

original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

- ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
- iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. LPA0603**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Palm Bay Septic-to-Sewer Conversions. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2023 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is not permitted under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and

return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Palm Bay Septic-to-Sewer Conversions

PROJECT LOCATION: The Project will be located in the City of Palm Bay county wide within Brevard County where connection is available; Lat/Long (27.998, -80.67).

PROJECT BACKGROUND: The City of Palm Bay (Grantee) currently has over 30,000 Onsite Sewage Treatment and Disposal Systems (OSTDS) throughout the City. This is primarily due to the city's absorption of a large General Development Corporation (GDC) development into the city limits. GDC pre-platted their development areas in an unregulated fashion thereby creating locations for constructing homes with little to no planning for the installation or maintenance of proper roads and utilities, including centralized sewage systems. Of the over 30,000 OSTDS, approximately 1,100 have readily available sanitary sewer connections at the property line. By not connecting to the City sewer, these septic systems contribute undesirable contaminants to the surrounding groundwater, including Nitrogen, Phosphorus, and various bacteria originating from household wastewater.

PROJECT DESCRIPTION: The Grantee will perform septic-to-sewer conversions throughout the city where connection is available. The project will consist of obtaining construction permits from the City of Palm Bay Building Department for plumbing work and the Department of Health for septic system abandonments and the connection of approximately 140 residents to central sewer.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task 1: Permitting

Deliverables: The Grantee will obtain all necessary permits for completion of the project.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 2) a summary of activities to date for the time period covered in the payment request. For the final documentation, the Grantee will also submit a list of all required permits identifying issue dates and issuing authorities.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 2: Connection to Central Sewer

Deliverables: The Grantee will properly abandon the septic systems and connect approximately 140 residences to a central sanitary sewer system for wastewater treatment. The Grantee will submit through the Department's GIS web-interface data collection tool, parcel-level data identifying collection system extensions; lift stations and other infrastructure associated with the grant; and both the parcels connected to sewer and the parcels where sewer has been made available for connection but not yet connected along with associated grant information.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; 2) a list of addresses and types of the properties connected; and 3) proof of septic abandonment and connection for each property, as evidenced by copies of invoices for the abandonments and connections by a licensed plumber, utility contractor, or building contractor; and 4) an email from the Department's GIS web-interface data collection tool, confirming that data for the project has been submitted.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Permitting	Contractual Services	\$38,920	07/01/2023	08/31/2025
2	Connection to Central Sewer	Contractual Services	\$2,061,080	07/01/2023	08/31/2025
Total:			\$2,100,000		

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

Attachment 5

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

3 of 6

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2023 - 2024	37.039	LP, GAA LI 1705A, FY 23-24, GR	\$2,100,000.00	140047
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$2,100,000.00	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

DEP Agreement No.:	LPA0603
Project Title:	Palm Bay Septic-to-Sewer Conversions
Grantee Name:	City of Palm Bay
Grantee's Grant Manager:	
Reporting Period:	Select Quarter - Select Year

Provide the following information for all tasks identified in the Grant Work Plan:

Summarize the work completed within each task for the reporting period, provide an update on the estimated completion date for each task, and identify any anticipated delays or problems encountered. Use the format provided below and use as many pages as necessary to cover all tasks. Each quarterly progress report is due no later than twenty (20) days following the completion of the quarterly reporting period.

Task 1: Permitting

- **Progress for this reporting period:**

- **Identify delays or problems encountered:**

Task 2: Connection to Central Sewer

- **Progress for this reporting period:**

- **Identify delays or problems encountered:**

Completion Status for Tasks:

Indicate the completion status for the following tasks, if included in the Grant Work Plan.

Permitting (Completed): Yes ☐, No ☐

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager
(Original Ink or Digital Timestamp)

Date

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Brian Robinson, Information Technology Director

DATE: 11/2/2023

RE: **Consideration of reappropriation of funds (\$108,700) and use of General Fund Undesignated Fund Balance (\$87,001) to provide a storage area network solution utilizing a previously approved cooperative contract.**

On September 7, 2023, City Council approved the purchase of a new storage repository for Laserfiche, estimated to cost \$79,000. The final quote was significantly higher than expected. Rather than request additional funds, the IT Department looked at the upcoming needs for storage for more than just the Laserfiche module and identified a more holistic strategy that addresses FY 2024 and FY 2025 storage needs.

The IT Department reviewed the City's 5-year technology Capital Improvement Projects (CIP) to strategically plan for upcoming renewals and hardware replacement of the existing storage area network (SAN). The CIP for Fiscal Year 2025 shows an estimated \$411,000 to replace the current SAN. The IT Department also identified that the existing SAN, which retains the City's critical data, is approaching its storage capacity and will become end-of-life/end-of-support by Fiscal Year 2025.

The IT Department is proposing to replace the current SAN with a larger, scalable solution, incorporating the existing Laserfiche repository and other critical data repositories. Transitioning to the proposed industry-leading storage solution will provide performance improvements, ease of management, and advanced security functionality to protect the City's critical data. Purchasing the proposed solution will eliminate the Fiscal Year 2025 capital cost of \$411,000 to replace the existing SANs.

On April 20, 2023, Council authorized the City Manager to execute a grant agreement with the Florida Digital Service, a part of the Florida Department of Management Services (FLDS) related to the Cybersecurity Grant Program. In the Fiscal Year 2024 approved budget, the City budgeted \$205,800 in anticipation of the renewal and the purchase of additional software. However, the State's awarded letter provides the proposed renewal cost, which is heavily discounted by State contract pricing, resulting in a savings to the City of \$108,700.

The IT Department is requesting to reappropriate the \$108,700 savings from the cybersecurity budgeted renewal expenditure towards the purchase the SAN solution. In addition, the IT Department is requesting use of \$87,001 from General Fund Undesignated Fund Balance for the balance of the amount of the final quote.

The proposed SAN will be purchased utilizing the previously Council approved "Other Agency Term Contracts".

As part of the Fiscal Year 2025 budget preparations, the IT Department will request funding for an identical unit for the City's disaster recovery site.

Additional information related to critical security network infrastructure is exempt pursuant to Florida Status section 119.0713(5)(a)(1), 119.071(d)(1)(f), and House Bill 7057.

REQUESTING DEPARTMENT:

Information Technology

FISCAL IMPACT:

Funding for this project is a combination of anticipated expenditure savings and undesignated fund balance. Transfer \$108,700 from 001-2310-519-5403 and \$87,001 from General Fund Undesignated Fund Balance, account 001-0000-392-1001 on the next scheduled Budget Amendment. The remaining \$79,000 purchase has already been approved by Council and will also be budgeted in the SAN replacement project 24IT04 on the next scheduled Budget Amendment towards the purchase of the SAN. The total request to fund the SAN replacement project is \$274,701.

RECOMMENDATION:

Motion to approve the reappropriation of funds in the amount of \$108,700 and appropriation of \$87,001 from General Fund Undesignated Fund Balance, and the authorization to purchase the proposed SAN utilizing a previously approved cooperative contract.



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Lisa Frazier, Growth Management Director

DATE: 11/2/2023

RE: Consideration of utilizing General Fund Undesignated Fund Balance for a replacement vehicle (\$30,000) and travel/training (\$8,000) in Fiscal Year 2024 for the Code Compliance Division.

The Growth Management Department/Code Division is requesting funding to the FY 2024 Budget to cover the cost of a replacement vehicle and for code staff to attend various code classes and code conference.

The vehicle being replaced is now over 10 years old and experiencing transmission trouble. The original request was mistakenly put on the five-year CIP budget plan and removed from the FY24 budget.

The funds for travel and training were budgeted for FY24. However, the supporting documentation was accidentally omitted from the budget packet submitted by Growth.

REQUESTING DEPARTMENT:

Growth Management

FISCAL IMPACT:

The estimated cost to replace the Ford F150 is \$30,000. Growth Management is requesting the usage of \$30,000 from General Fund Undesignated Fund Balance to be appropriated to 001-3330-529-6403 / Light Vehicles on the next scheduled Budget Amendment.

The estimated cost to attend classes and the conference is \$8,000 and would come out of account numbers 001-3330-529-4001 & 001-3330-529-5501.

RECOMMENDATION:

Motion to authorize the city to approve the vehicle replacement and travel as noted above.



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: John Pearson, Chief Building Official

DATE: 11/2/2023

RE: Consideration of travel and training for specified City Employees (Building Department).

The following travel request was not included in the September 20, 2023 approved travel and training spreadsheet for the Building Department.

The Building Department is requesting approval for Chief Building Official, John Pearson, and Provisional Building Inspector, Blair McBride, to travel overnight to attend the Building Code Administrator and Inspectors Board meeting (BCAIB) in Fernandina Beach, FL. This meeting is being held at Residence Inn by Marriott, 2301 Sadler Rd, Fernandina Beach FL 32034 on December 6th – 8th 2023. Hotel accommodations are being requested for one night.

Provisional Building Inspector McBride submitted his Building Inspector and Residential Inspector applications to Building Code Administrator and Inspectors Board. It is necessary for John Pearson to attend with Blair McBride should the Board have any questions or concerns regarding the details of his applications being submitted. This travel request was not submitted during the annual travel requests because BCAIB releases the names of the applicants that are to appear before the Board only two (2) weeks prior to the meeting. At this time, we are expecting the Board to review the applications on December 7th, 2023.

Meal & Incidentals for both John Pearson and Blair McBride are estimated to be \$46 each, for a total of \$92. Hotel accommodations for one night per person is \$154, for a total of \$308. The total estimated cost of travel for both employees is \$400. Funds are available in Building Department Education Surplus account number 451-0000-220-1024.

REQUESTING DEPARTMENT:
Building Department

FISCAL IMPACT:
Total cost of travel is estimated at \$400.00 and is available in the Building Department Education and Surplus Fund account #451-0000-220-1024.

RECOMMENDATION:

Motion to acknowledge and approve travel as mentioned above.

ATTACHMENTS:

Description

Building Department Travel Request

Building Department Travel Request



CITY OF PALM BAY, FLORIDA

Travel Request/Advance Request

Contact/Ext

Control #

Request Date: 10.16.23

Doreen x34 x3415

Name:	Blair McBride	Destination:	2301 Sadler Rd Fernandina Beach, FL 32034		
Department/Division:	Building	Date of:	Departure 12/6/2023	Return 12/7/2023	
Account To Be Charged:	451-0000-220-1024	Time of:	5:00pm	5:00pm	
Account To Be Charged:		Estimated Cost:	before mileage reimbursement		\$200.00
Purpose of Travel (Specify Conference, School or Other Reason) - ATTACH ITINERARY					
Attend the Building Code Administrator and Inspectors Board Meeting in Fernandina Beach Florida to obtain licensure approval from the board.					
Date Approved By Council:					
Transportation: boldface or circle choice(s) POV - Estimated Mileage City Vehicle					
Common Carrier (complete below)					
PREPAID EXPENSES	VENDOR/ADDRESS	EXPLANATION	AMOUNT	FINANCE USE ONLY	
Registration				Vendor #	Check #
Due Date					Date
Hand Carry Y N					
Lodging	Residence Inn by Marriott			Vendor #	Check #
Due Date	2301 Sadler Rd.	Rate	\$154.00		Date
	Fernandina Beach, FL 32031	# Nights	1		
Hand Carry Y N	Paid by Doreen Hensel Pcard		\$154.00		
Common Carrier (if applicable)				Vendor #	Check #
Due Date					Date
Hand Carry Y N			\$0.00		
Other Expenses				Vendor #	Check #
Due Date					Date
Hand Carry Y N			\$0.00		
Other Expenses				Vendor #	Check #
Due Date					Date
Hand Carry Y N			\$0.00		
PER DIEM ADVANCE: Advanced or Upon Return (circle one)				Vendor #	Check #
Refer to www.gsa.gov for rates - attach proof of rate					
(Lodging prepaid - receipt required)					
Breakfast	0	@ \$13.00 =	\$0.00		Date
Lunch	1	@ \$15.00 =	\$15.00		
Dinner	1	@ \$26.00 =	\$26.00		
Incidentals	1	@ \$5.00 =	\$5.00		
			\$46.00		

TRAVEL APPROVALS

Department Head John Smith Date 10/17/23

Finance _____ Date _____

(if applicable)

City Manager _____ Date _____

(ATTACH TO EXPENSE REPORT UPON RETURN)



Building Officials Association of Florida

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Building Code Administrators & Inspectors Board Meeting

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Information subject to change. Contact BCAIB Website <http://www.myfloridalicense.com/DBPR/building-code-administrators-and-inspectors/board-meeting-information/>



12/6/2023 to 12/8/2023

When:

Dec 6-8

Where:

See BCAIB Website
Fernandina Beach, Florida
United States

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Information subject to change. Contact BCAIB Website <http://www.myfloridalicense.com/DBPR/building-code-administrators-and-inspectors/board-meeting-information/>

REPRESENTING BUILDING OFFICIALS, CODE COMPLIANCE PROFESSIONALS, AND THE BUILDING INDUSTRY

Building Officials Association of Florida
PO Box 5247, Deltona, FL 32728
Phone: 407-804-1001
Fax: 407-807-0132
E-mail: info@boaf.net

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[Membership](#)
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[Resources](#)
[Employment](#)

Doreen Hensel

From: Residence Inn By Marriott Reservations <reservations@res-marriott.com>
Sent: Thursday, October 12, 2023 9:39 AM
To: Doreen Hensel
Subject: Reservation Confirmation #78853108 for Residence Inn Amelia Island

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



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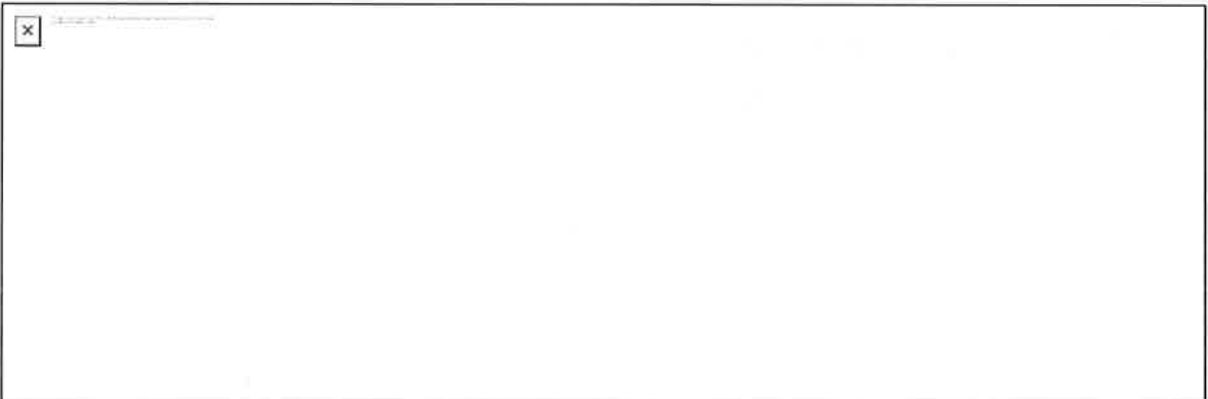
Residence Inn Amelia Island

2301 Sadler Road Fernandina Beach Florida 32034 USA +1-904-277-2440

Thank you for booking with us, Blair McBride.

Travel like you live

Wed, Dec 06, 2023 – Thu, Dec 07, 2023
Confirmation Number: 78853108



Check-In: Wednesday, December 6, 2023

04:00 PM

Check-Out: Thursday, December 7, 2023

12:00 PM

Number of rooms 1 Room

Guests per room 1 Adult

Guarantee Method 6:00pm hold

Total for Stay (all rooms) 172.48 USD

Room 1

Room Type Studio, 1 King, Sofa bed

Guaranteed Requests:

None

ALL REQUESTS

[Modify or Cancel Reservation](#)

Important Information About Your Stay



In order to prepare for your upcoming stay, we invite you to **learn more** about what to expect when you arrive and the experiences that await you.



Guests will receive housekeeping every other day; additional services available upon request.



Upon early departure, an Early Departure Charge of one night's room & applicable tax applies.

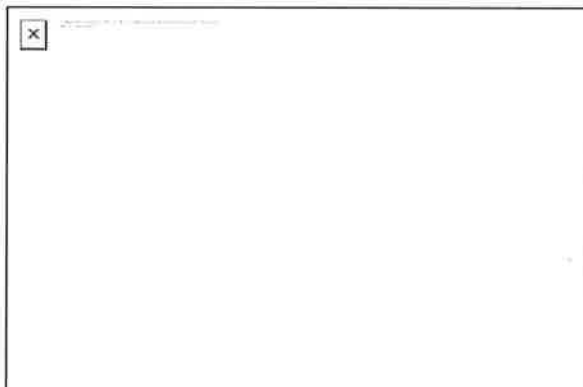


Less Contact, More Convenience with the Marriott Bonvoy™ App

Breeze through check in, know when your room is ready and so much more.

[Go Now](#)

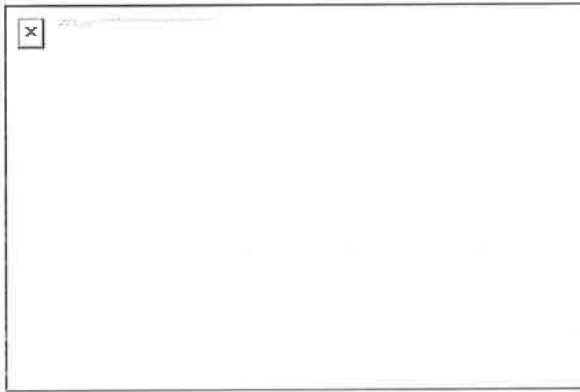
Enhance your stay



Earn Toward Free Nights Faster

With 1,500 bonus points on each stay + 3,000 more for every 3 brands you stay with.

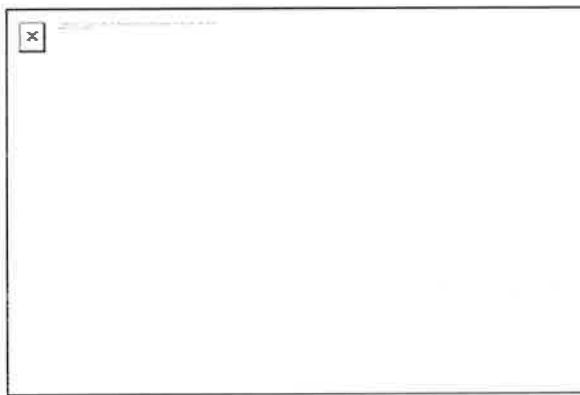
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Inspiring Experiences

Find unique activities everyone will love, and earn points too.

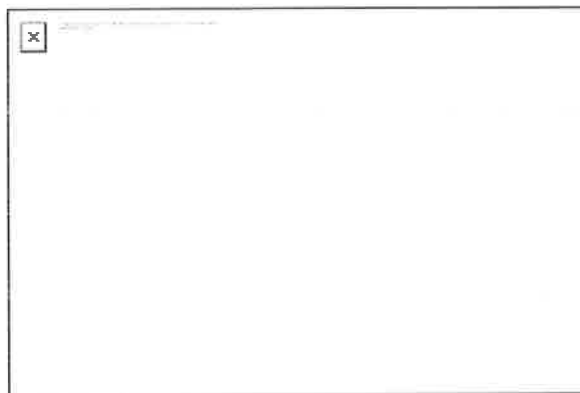
Book Activities



Free Hot Breakfast

Choose from a variety of fresh, hot and healthy favorites.

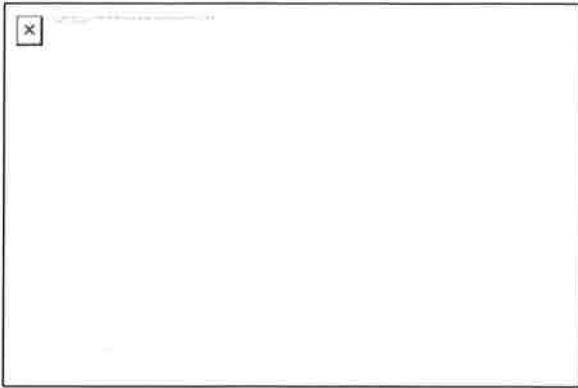
View More Amenities



Every Room is a Suite

Spread out in our spacious suites with full kitchens and separate work and living spaces.

Tour Our Suites



Free Wi-Fi

Stay connected throughout the suite and hotel.

[View More Amenities](#)

So Much More Awaits

Blair McBride, you could earn 770 points on this stay as a Marriott Bonvoy® member — it's free and easy to join.

Transform your points into free nights, flights, and unrivaled experiences. Plus, access contactless check-in through the mobile app, enjoy Member Rates, and get exclusive offers.

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Summary Of Charges

Wednesday, December 6, 2023 – Thursday, December 7, 2023

1 Night at 154.00 USD per night per room

BUILDING CODE ADMIN

Taxes & Fees (per night per room)

Estimated Government Taxes & Fees	18.48 USD
-----------------------------------	-----------

Totals

Total for Stay (all rooms)	172.48 USD
----------------------------	------------

Other Charges

Complimentary on-site parking

Rate Details & Cancellation Policy

- A cancellation policy does apply. For more information, view the 'Cancellation Policy' link in your reservation on the Marriott website, contact the hotel or call Marriott Reservations.

Rate Guarantee Limitation(s)

- Changes in taxes or fees implemented after booking will affect the total room price.

Additional Information

**3820 Hield Rd NW
to 2301 Sadler Rd**

3 hr 2 min

209.2 miles

IRS reimbursement: **\$137.03**



Head toward Hield Rd on Powell Rd. Go for 0.1 mi.

Then 0.1 miles



Turn right onto Hield Rd. Go for 1.0 mi.

Then 1.0 miles



Turn right onto Minton Rd (CR-509 S). Go for 0.3 mi.

Then 0.3 miles



Turn left onto Palm Bay Rd NE (CR-516 E) toward I-95. Go for 1.0 mi.

Then 1.0 miles



Turn left toward SR-9/I-95 N. Go for 449 ft.

Then 0.09 miles



Turn slightly left and take ramp onto I-95 N (SR-9) toward I-95. Go for 157 mi.

Then 156.7 miles



Take exit 333 toward JAX Beaches/I-295-BELTWAY E onto SR-9B N. Go for 4.6 mi.

Then 4.6 miles



Keep left onto I-295. Go for 5.2 mi.

Then 5.2 miles



Continue on I-295 N (I-295 East Bldwy). Go for 17.1 mi.

Then 17.1 miles



Take exit 36 onto US-17 N (Main St N). Go for 0.7 mi.

Then 0.7 miles



Continue on Main St N (US-17 N). Go for 2.1 mi.

Then 2.1 miles



Continue on Main St N (US-17). Go for 10.1 mi.

Then 10.1 miles



Turn right onto Buccaneer Trl (SR-200 E). Go for 9.2 mi.

Then 9.2 miles



Turn right onto Sadler Rd (CR-108) toward Hospital. Go for 1.0 mi.

Then 1.0 miles



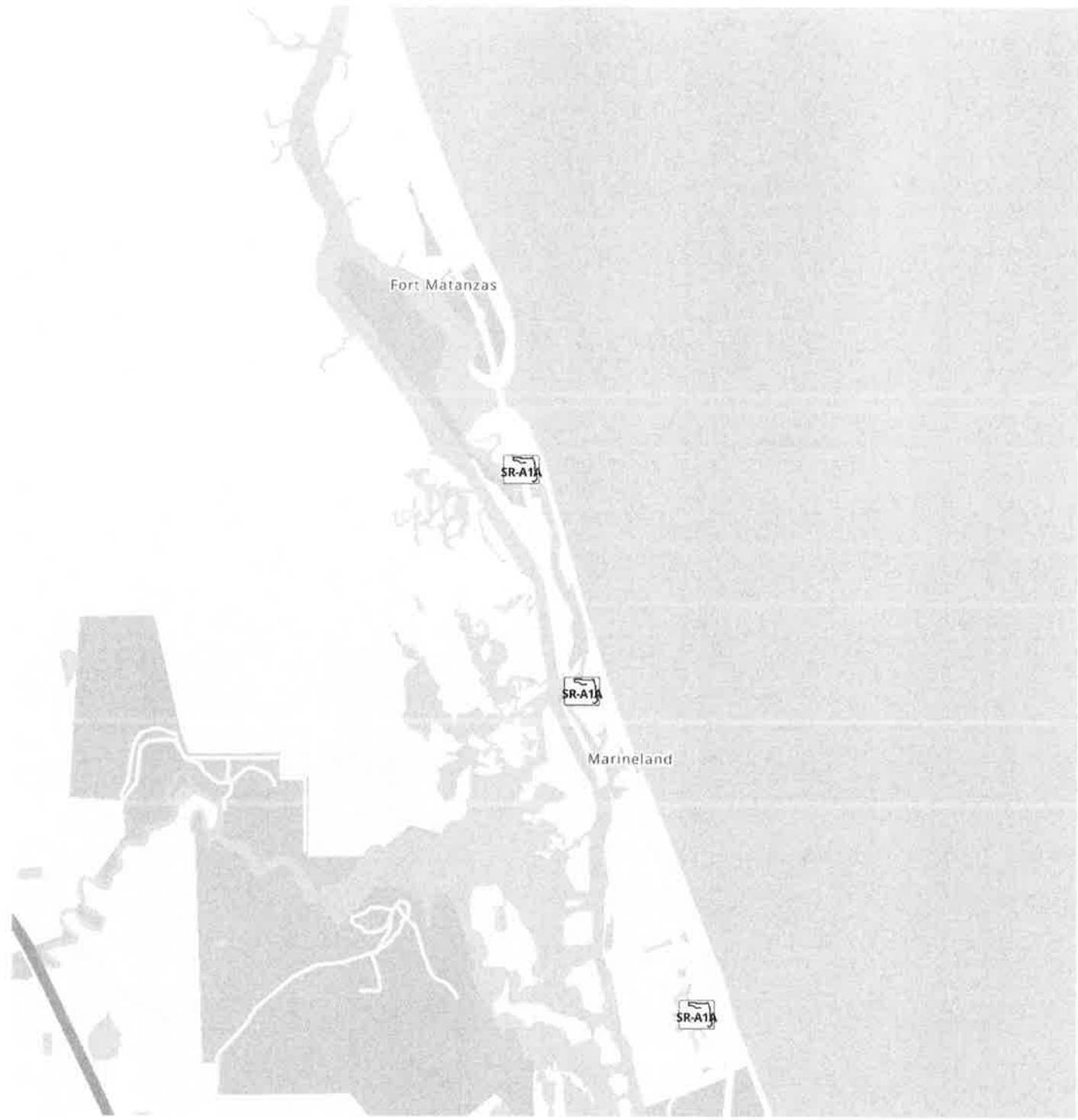
Turn left. Go for 243 ft.

Then 0.05 miles



2301 Sadler Rd

Fernandina Beach, FL 32034-4559





FY 2024 Per Diem Rates for ZIP Code 32034

Meals & Incidentals (M&IE) rates and breakdown

Primary Destination	County	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & LastDay of Travel
Standard Rate	Applies for all locations without specified rates	\$59	\$13	\$15	\$26	\$5	\$44.25



CITY OF PALM BAY, FLORIDA

Travel Request/Advance Request

Control #

Request Date: 10.16.23

Contact/Ext Doreen x3415

Name: John Pearson		Destination: 2301 Sadler Rd Fernandina Beach, FL 32034			
Department/Division: Building		Departure Date of: 12/6/2023		Return Date of: 12/7/2023	
Account To Be Charged: 451-0000-220-1024		Time of: 5:00pm		5:00pm	
Account To Be Charged:		Estimated Cost: before mileage reimbursement \$200.00			
Purpose of Travel (Specify Conference, School or Other Reason) - ATTACH ITINERARY					
Attend the Building Code Administrator and Inspectors Board Meeting in Fernandina Beach Florida to obtain licensure approval from the board.					
Date Approved By Council:					
Transportation: boldface or circle choice(s) POV - Estimated Mileage City Vehicle Common Carrier (complete below)					
PREPAID EXPENSES	VENDOR/ADDRESS	EXPLANATION	AMOUNT	FINANCE USE ONLY	
Registration				Vendor #	Check #
Due Date					Date
Hand Carry Y N					
Lodging	Residence Inn by Marriott 2301 Sadler Rd. Fernandina Beach, FL 32031	Rate \$154.00 # Nights 1		Vendor #	Check #
Due Date asap					Date
Hand Carry Y N	Paid by Doreen Hensel Pcard		\$154.00		
Common Carrier (if applicable)				Vendor #	Check #
Due Date					Date
Hand Carry Y N			\$0.00		
Other Expenses				Vendor #	Check #
Due Date					Date
Hand Carry Y N			\$0.00		
Other Expenses				Vendor #	Check #
Due Date					Date
Hand Carry Y N			\$0.00		
PER DIEM ADVANCE: Advanced or Upon Return (circle one)				Vendor #	Check #
Refer to www.gsa.gov for rates - attach proof of rate					
(Lodging prepaid - receipt required)					
Breakfast 0	@	\$13.00	=	\$0.00	Date
Lunch 1	@	\$15.00	=	\$15.00	
Dinner 1	@	\$26.00	=	\$26.00	
Incidentals 1	@	\$5.00	=	\$5.00	
				\$46.00	

TRAVEL APPROVALS

John Pearson
Department Head

10/17/23
Date

Finance

Date

(if applicable)

City Manager

Date

(ATTACH TO EXPENSE REPORT UPON RETURN)



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Building Code Administrators & Inspectors Board Meeting

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12/6/2023 to 12/8/2023

When:

Dec 6-8

Where:

See BCAIB Website
Fernandina Beach, Florida
United States

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Information subject to change. Contact BCAIB Website <http://www.myfloridalicense.com/DBPR/building-code-administrators-and-inspectors/board-meeting-information/>

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Building Officials Association of Florida
PO Box 5247, Deltona, FL 32728
Phone: 407-804-1001
Fax: 407-807-0132
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Doreen Hensel

From: Residence Inn By Marriott Reservations <reservations@res-marriott.com>
Sent: Thursday, October 12, 2023 9:39 AM
To: Doreen Hensel
Subject: Reservation Confirmation #78853080 for Residence Inn Amelia Island

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Residence Inn Amelia Island

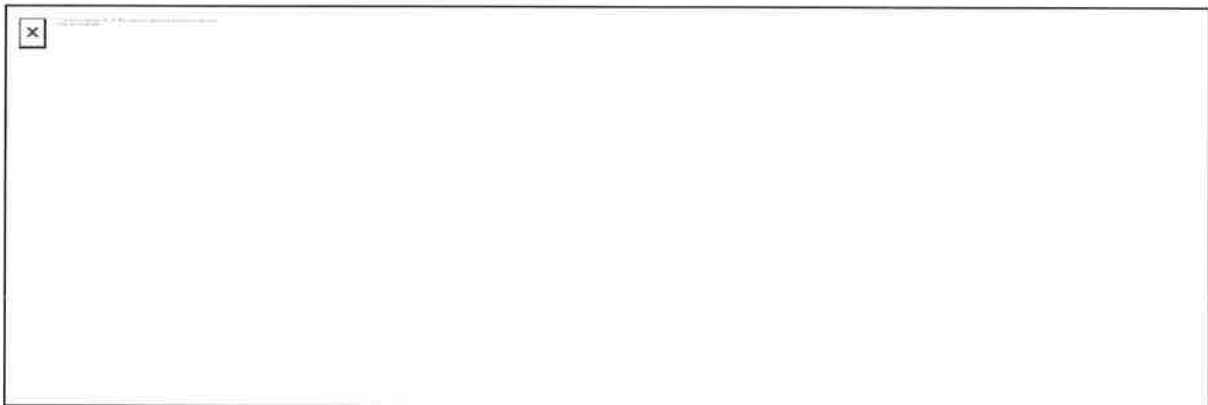
2301 Sadler Road Fernandina Beach Florida 32034 USA +1-904-277-2440

Thank you for booking with us, John Pearson.

Travel like you live

Wed, Dec 06, 2023 – Thu, Dec 07, 2023

Confirmation Number: 78853080



Check-In: Wednesday, December 6, 2023 04:00 PM

Check-Out: Thursday, December 7, 2023 12:00 PM

Number of rooms 1 Room

Guests per room 1 Adult

Guarantee Method 6:00pm hold

Total for Stay (all rooms) 172.48 USD

Room 1

Room Type Studio, 1 King, Sofa bed

Guaranteed Requests:

None

ALL REQUESTS

Modify or Cancel Reservation

Important Information About Your Stay



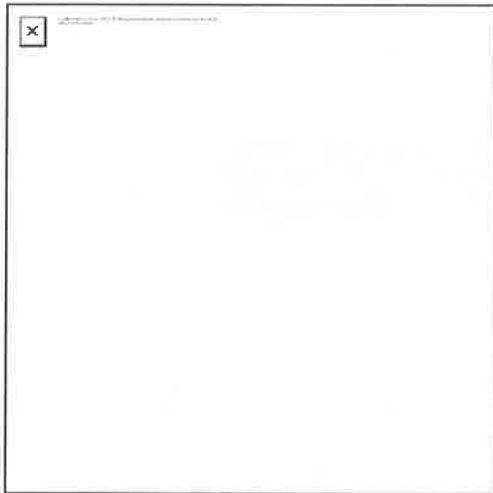
In order to prepare for your upcoming stay, we invite you to **learn more** about what to expect when you arrive and the experiences that await you.



Guests will receive housekeeping every other day; additional services available upon request.



Upon early departure, an Early Departure Charge of one night's room & applicable tax applies.

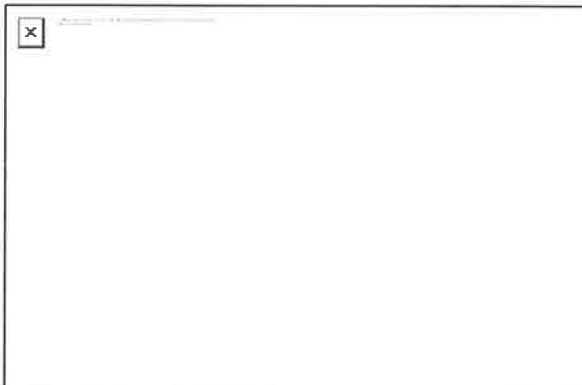


Less Contact, More Convenience with the Marriott Bonvoy™ App

Breeze through check in, know when your room is ready and so much more.

[Go Now](#)

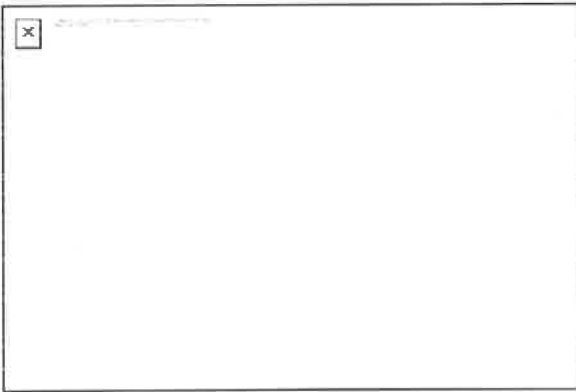
Enhance your stay



Earn Toward Free Nights Faster

With 1,500 bonus points on each stay + 3,000 more for every 3 brands you stay with.

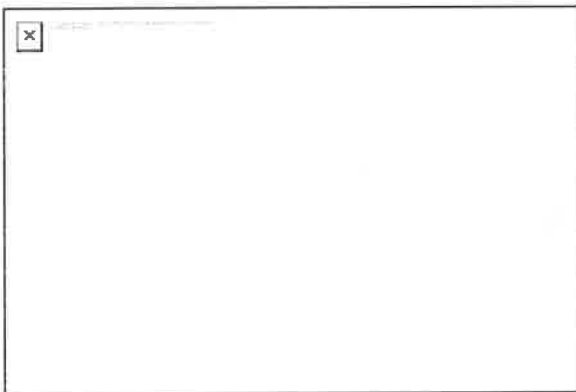
[Join and Register](#)



Inspiring Experiences

Find unique activities everyone will love, and earn points too.

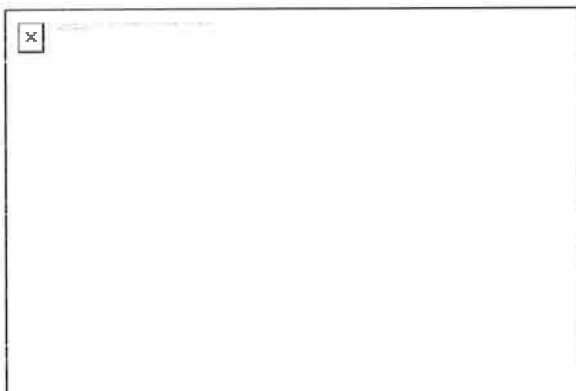
Book Activities



Free Hot Breakfast

Choose from a variety of fresh, hot and healthy favorites.

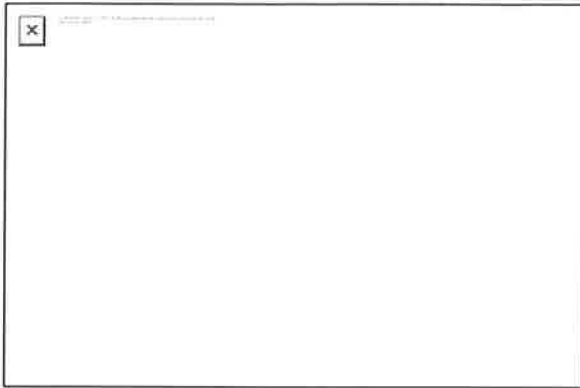
View More Amenities



Every Room is a Suite

Spread out in our spacious suites with full kitchens and separate work and living spaces.

Tour Our Suites



Free Wi-Fi

Stay connected throughout the suite and hotel.

[View More Amenities](#)

So Much More Awaits

John Pearson, you could earn 770 points on this stay as a Marriott Bonvoy® member — it's free and easy to join.

Transform your points into free nights, flights, and unrivaled experiences. Plus, access contactless check-in through the mobile app, enjoy Member Rates, and get exclusive offers.

[»» JOIN NOW](#)



Summary Of Charges

Wednesday, December 6, 2023 – Thursday, December 7, 2023

1 Night at 154.00 USD per night per room

BUILDING CODE ADMIN

Taxes & Fees (per night per room)

Estimated Government Taxes & Fees	18.48 USD
-----------------------------------	-----------

Totals

Total for Stay (all rooms)	172.48 USD
----------------------------	------------

Other Charges

Complimentary on-site parking

Rate Details & Cancellation Policy

- A cancellation policy does apply. For more information, view the 'Cancellation Policy' link in your reservation on the Marriott website, contact the hotel or call Marriott Reservations.

Rate Guarantee Limitation(s)

- Changes in taxes or fees implemented after booking will affect the total room price.

Additional Information

**1357 Dewey Ct
to 2301 Sadler Rd**

2 hr 43 min

187.7 miles

IRS reimbursement: **\$122.96**



Head toward Halsey Ave on Dewey Ct. Go for 410 ft.

Then 0.08 miles



Turn left onto Halsey Ave. Go for 0.3 mi.

Then 0.3 miles



Turn right onto Playa del Sol Dr. Go for 89 ft.

Then 0.02 miles



Continue on Ocaso Ln. Go for 453 ft.

Then 0.09 miles



Turn left onto Barnes Blvd (CR-502 W). Go for 0.3 mi.

Then 0.3 miles



Take ramp onto I-95 N (SR-9). Go for 137 mi.

Then 136.9 miles



Take exit 333 toward JAX Beaches/I-295-BELTWAY E onto SR-9B N. Go for 4.6 mi.

Then 4.6 miles



Keep left onto I-295. Go for 5.2 mi.

Then 5.2 miles



Continue on I-295 N (I-295 East Bltwy). Go for 17.1 mi.

Then 17.1 miles



Take exit 36 onto US-17 N (Main St N). Go for 0.7 mi.

Then 0.7 miles



Continue on Main St N (US-17 N). Go for 2.1 mi.

Then 2.1 miles



Continue on Main St N (US-17). Go for 10.1 mi.

Then 10.1 miles



Turn right onto Buccaneer Trl (SR-200 E). Go for 9.2 mi.

Then 9.2 miles



Turn right onto Sadler Rd (CR-108) toward Hospital. Go for 1.0 mi.

Then 1.0 miles



Turn left. Go for 243 ft.

Then 0.05 miles



2301 Sadler Rd

Fernandina Beach, FL 32034-4559





FY 2024 Per Diem Rates for ZIP Code 32034

Meals & Incidentals (M&IE) rates and breakdown

Primary Destination	County	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & LastDay of Travel
Standard Rate	Applies for all locations without specified rates	\$59	\$13	\$15	\$26	\$5	\$44.25



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Patricia Smith, City Attorney

DATE: 11/2/2023

RE: Consideration of travel and training for specified City employees (Office of the City Attorney).

I request authorization to attend the Florida Eminent Domain conference November 13-14 in Tampa, Florida. The registration fee is \$995, mileage is estimated at \$185, hotel is \$451.44 and per diem is \$95 (\$1,726.44 total).

REQUESTING DEPARTMENT:

City Attorney's Office

FISCAL IMPACT:

The estimated travel cost is \$1,726.44. Funds are available in the Risk Training and Education line item 512-1425-519-5501 and the Risk Travel and Per Diem line item 512-1425-519-4001.

RECOMMENDATION:

Motion to approve training and travel for the Florida Eminent Domain conference.

Planning and Zoning Board Recommendation:

N/A

ATTACHMENTS:

Description

Conference agenda

Tuition

FLORIDA EMINENT DOMAIN

Making Room, Respecting Rights



November 13-14, 2023 • Hotel Haya • Tampa

Monday, November 13

8:00 Registration and Breakfast

8:30 **Introduction and Welcome**

Overview of Day One

Jake Cremer, Esq., Program Co-Chair

Stearns Weaver Miller Weissler Alhadeff & Sitterson,
Tampa

Blake Gaylord, Esq., Program Co-Chair

Gaylord Merlin Ludovici & Diaz, Tampa

Brett Tensfeldt, Esq., Program Co-Chair

Brigham Property Rights Law Firm, Jacksonville

8:45 **Case Law Update**

Review of Important Cases from Florida and Beyond

Blake Gaylord, Esq., Program Co-Chair

Gaylord Merlin Ludovici & Diaz, Tampa

9:15 **Legislative Developments Affecting the Real Estate Industry**

2022-2023

Darrin Quam, Esq.

Stearns Weaver Miller Weissler Alhadeff & Sitterson,
Tampa

Marco Paredes, Esq.

Stearns Weaver Miller Weissler Alhadeff & Sitterson,
Tallahassee

10:15 Networking Break

10:30 **Land Use, Entitlements and Beyond**

Evaluating New Statutory Land Uses; Impacts of Florida's "Live Local Act" on Planning, Politics and Concepts

Jake Cremer, Esq., Program Co-Chair

Stearns Weaver Miller Weissler Alhadeff & Sitterson,
Tampa

Brad Wester, CDP, LEED, Vice President-Land Use and Planning, In-House Planner

Driver, McAfee, Hawthorne & Diebenow, Jacksonville

11:45 **Navigating the Uniform Act for Relocation Matters**

Lay of the Land for Relocation Within the Uniform Act;
Types of Takings; Types of Relocation
Reimbursements; Deadlines; Appeals; Finding
Authority for Your Matter Within the Uniform Act;
Issues and Common Themes

Martyn Daniel, CRE

Martyn Daniel LLC, Bothell, WA

12:30 Lunch Break (on your own)

1:45 **The Effects of Local Government Codes on Severance Damages and Cures**

Keeping up with Changes as Development Becomes
More Complicated

Richard Dreggors, GAA

Calhoun, Dreggors & Associates, Orlando

Brian Smith, Esq.

Lowndes, Orlando

Kevin Smith, AICP

Rahenkamp Design Group, Tampa

3:15 **The Effects of Wind on Highway Noise Estimates During Downwind Conditions**

The Underprediction of Highway Noise Using the
Federal Highway Administration/Florida Department
of Transportation Traffic Noise Model During
Downwind Conditions

Dave Parzych, PE, Principal Noise and Acoustical Consultant

Power Acoustics, Inc., Orlando

3:45 Networking Break

4:00 **Florida Forever**

Conservation Easement Valuations and Remainder
Rights

Philip Holden, MAI, President and

Tim Holden, Appraiser

S.F. Holden Inc., Palm Beach Gardens

4:45 **Condemnation of HOA Property**

What You Need to Know

Andrew Prince Brigham, Esq.

Brigham Property Rights Law Firm, Jacksonville

5:30 Adjourn

FLORIDA EMINENT DOMAIN

Making Room, Respecting Rights



November 13-14, 2023 • Hotel Haya • Tampa

Tuesday, November 14

8:00 Sign-In and Breakfast

8:30 **Welcome Back**

Overview of Day Two

Jake Cremer, Esq., Program Co-Chair

Stearns Weaver Miller Weissler Alhadeff & Sitterson,
Tampa

Blake Gaylord, Esq., Program Co-Chair

Gaylord Merlin Ludovici & Diaz, Tampa

Brett Tensfeldt, Esq., Program Co-Chair

Brigham Property Rights Law Firm, Jacksonville

8:45 **An Inverse Condemnation/Bert Harris Case Study**

The 13-year *Lake Lincoln* Saga

Vanessa Bolton, Esq.

Moore Bowman & Reese, Tampa

Ryan Reese, Esq.

Moore Bowman & Reese, Tampa

9:30 **Market Trends or Short-Term Reactions?**

The Market's Response to COVID: Office, Retail, and Residential Valuation Impacts

Owen Beitsch, PhD, FAICP, CRE, Senior Director, Economic and Real Estate Advisory Services

Gaia Consultants, Orlando

10:30 Networking Break Sponsored by:



10:50 **Jurors Say the Darndest Things**

Case Study Discussion Demonstrating How the Jurors Reached Their Decisions; Context and Implications of the Deliberations; Ramifications for the Trial Teams Involved

Melissa Pigott, Ph.D. Director of Research

Magnus Research Consultants, Inc., Pompano Beach

11:50 **When Eminent Domain Becomes Arboriculture**

Insights from an Arborist

Lori Ballard, Arborist, Executive Director

Florida Chapter of the International Society of Arboriculture, Clearwater

12:20 Lunch Break (on your own)

1:35 **Long-Term Temporary Construction Easement (TCE) Valuation and Analysis**

Business Damages and Permanent Cures

Rebecca Gavidia, CVA

H2 Advisors, Ocala

Craig Keneipp, MNAA

Florida Condemnation Appraisal Services, Ft. Lauderdale

2:35 Networking Break Sponsored by:



2:55 **Legal Evolution**

Artificial Intelligence in the Practice of Law

Gabi Vero, Esq., Field Client Manager

LexisNexis Legal & Professional, Jacksonville

3:40 **Ethics**

Practical Ethical Considerations

Troy Lovell, Esq.

Gunster, Tampa

4:40 Evaluations and Adjourn

27th Annual Conference *Live!*

FLORIDA EMINENT DOMAIN

Making Room, Respecting Rights



November 13-14, 2023 • Hotel Haya • Tampa

Tuition (Includes Course Materials)
Same Price as Last Year!

Conference Registration

\$1,095.00

2 or more (per person)

\$995.00

5 or more (per person)

\$895.00

Government, Nonprofit, or Solo

\$995.00

2 or more Government or Nonprofit (per person)

\$895.00

5 or more Government or Nonprofit (per person)

\$795.00

Audio Home Study Course

\$1,095.00

Course Materials Only

\$350.00

Full tuition refunds (less a \$100 administrative charge) will be given only if notice of cancellation is received at least 7 days before the Conference. Substitutions may be made at any time.

www.cle.com

[Contact Us](#)

[Register](#)



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Richard E. Stover, Fire Chief

DATE: 11/2/2023

RE: Consideration of travel and training for specified City Employees (Fire Rescue).

The following travel requests were not included in the September 20, 2023 approved travel and training spreadsheet for the Fire Department.

Palm Bay Fire Rescue is requesting authorization to send four (4) staff members to Sheep Dog Response in Augusta, Georgia, for Trauma Response training.

This intensive two day course provides critical training and a wide variety of topics including situational awareness, response to an active shooter situation, breakdown and usage of IFAK (Individual First Aid Kits), basic first aid and advanced trauma wound care, application of gauze & Israeli bandages, as well as hemostatic agents, moving and positioning victims with injuries, proper use of cover and cover vs. concealment, casualty recovery in active shooter situations, mass casualty triage procedures and trauma scene management, hemorrhage control, hemorrhagic shock, airway, breathing, and circulation, as well as managing the airway, head trauma and document care.

The registration cost is \$644.99 each for a total of \$2579.96. Three hotel rooms at \$353.00 each for a total of \$1059.00, and per diem is estimated at \$128.00 each for a total of \$512.00 plus and estimated cost of \$100 for tolls and fuel. Estimated total for all expenses is \$4250.96. Funds are available in the Fire Department's operating budget for fiscal year 2024.

Palm Bay Fire Rescue is also requesting authorization to send three (3) staff members to the Florida Fallen Firefighter Memorial Service in Ocala FL. This event is to honor and remember Firefighters who died in the performance of their duty.

There is no registration cost. Two hotel rooms for one night total of \$254.98, and per diem is estimated at \$77 each for a total of \$231.00. Estimated total for all expenses is \$485.98. Funds are available in the Fire Department's operating budget for fiscal year 2024.

REQUESTING DEPARTMENT:
Fire Department

FISCAL IMPACT:

For Trauma Response Training, funding of \$2579.96 is available in account 001-6012-522-5501 for registrations and \$1671.00 in account 001-6012-522-4001 for lodging, per diem and any gas or tolls.

For the Fallen Firefighter Memorial Service, funding in the amount of \$485.98 is available in 001-6012-522-4001 for lodging and per diem.

RECOMMENDATION:

Motion to authorize travel for Fire Rescue personnel as stated above.

ATTACHMENTS:

Description

Travel Packet - Trauma Response Training

Travel Packet - Fallen Firefighters Memorial Service

Trauma Response Course

Shepherd Response's Trauma Response Course was developed by our team of experts. We spend a lot of time on scenarios and training under stress. This course is 2 full days (16 hours)

Learn how to properly apply a tourniquet, pack a wound, use an Israeli pressure dressing, and much more. We bring you our years of experience on the battlefield as well as here inside the United States treating trauma patients. Some of the scenarios for this course will be heavily based on active shooter situations, including school shootings.

Who This Course Is For

This course is open to anyone. No experience is necessary, and no medical equipment is required for this course. All training gear will be provided to you during the course. Get some of the best hands-on training in the world. This course is heavily based on hands-on, real-world training scenarios.

When & Where:

November 29th-30th, 2023
8am - 5:30pm Both Days

Classroom:
S.H.A.R.P.E. Shooters
2901 Gun Club Rd.
Augusta, GA 30907

Travel Recommendations

Closest Airport: Augusta, GA (AGS)

Hotel Recommendations
 Hampton Inn & Suites Augusta-Washington Rd
 Holiday Inn Express Augusta North

TOPICS WILL INCLUDE

SSAULISNYE PRIONITUS



CITY OF PALM BAY, FLORIDA

Travel Request/Advance Request

Contact/Ext _____

Control # _____
Request Date: _____

Name: Jason Rivas		Destination: Augusta, GA							
Department/Division: Fire Rescue		Departure Date of: 11/28/2023		Return 12/1/2023					
Account To Be Charged: 001-6012-522-4001		Time of: 1:00 PM		9:00 AM					
Account To Be Charged: 001-6012-522-5501		Estimated Cost: before mileage reimbursement \$1,125.99							
Purpose of Travel (Specify Conference, School or Other Reason) - ATTACH ITINERARY Trauma Response Course									
Date Approved By Council: _____									
Transportation: boldface or circle choice(s) POV - Estimated Mileage City Vehicle Common Carrier (complete below)									
PREPAID EXPENSES		VENDOR/ADDRESS		EXPLANATION		AMOUNT		FINANCE USE ONLY	
Registration		Sheepdog Response		Registration Fee				Vendor # Check #	
Due Date 10/6/2023								Date	
Hand Carry Y N		Pay with P Card				\$644.99			
Lodging		Sharing Room with B Wetterau		Rate varies by night				Vendor # Check #	
Due Date 11/28/2023				# Nights 3				Date	
Hand Carry Y N						\$353.00			
Common Carrier (if applicable)								Vendor # Check #	
Due Date								Date	
Hand Carry Y N						\$0.00			
Other Expenses								Vendor # Check #	
Due Date								Date	
Hand Carry Y N									
Other Expenses								Vendor # Check #	
Due Date								Date	
Hand Carry Y N						\$0.00			
PER DIEM ADVANCE: Advanced or Upon Return (circle one) Refer to www.gsa.gov for rates - attach proof of rate (Lodging prepaid - receipt required)								Vendor # Check #	
Breakfast 0 @ \$0.00 = \$0.00								Date	
Lunch 2 @ \$15.00 = \$30.00									
Dinner 3 @ \$26.00 = \$78.00									
Incidentals 4 @ \$5.00 = \$20.00									
						\$128.00			

TRAVEL APPROVALS

Department Head

Date

Finance

Date

(if applicable)

City Manager

Date



CITY OF PALM BAY, FLORIDA

Travel Request/Advance Request

Contact/Ext _____

Control # _____

Request Date: _____

Name: Benjamin Wetterau		Destination: Augusta, GA			
Department/Division: Fire Rescue		Departure Date of: 11/28/2023		Return 12/1/2023	
Account To Be Charged: 001-6012-522-4001		Time of: 1:00 PM		9:00 AM	
Account To Be Charged: 001-6012-522-5501		Estimated Cost: before mileage reimbursement \$772.99			
Purpose of Travel (Specify Conference, School or Other Reason) - ATTACH ITINERARY Trauma Response Course					
Date Approved By Council: _____					
Transportation: boldface or circle choice(s) POV - Estimated Mileage City Vehicle Common Carrier (complete below)					
PREPAID EXPENSES	VENDOR/ADDRESS	EXPLANATION	AMOUNT	FINANCE USE ONLY	
Registration Due Date 10/6/2023 Hand Carry Y N	Sheepdog Response Pay with P Card	Registration Fee	\$644.99	Vendor #	Check # Date
Lodging Due Date Hand Carry Y N	Sharing Room with J Rivas Pay with P Card	Rate # Nights 3	\$0.00	Vendor #	Check # Date
Common Carrier (if applicable) Due Date Hand Carry Y N			\$0.00	Vendor #	Check # Date
Other Expenses Due Date Hand Carry Y N				Vendor #	Check # Date
Other Expenses Due Date Hand Carry Y N			\$0.00	Vendor #	Check # Date
PER DIEM ADVANCE: Advanced or Upon Return (circle one) Refer to www.gsa.gov for rates - <u>attach proof of rate</u> (Lodging prepaid - receipt required)				Vendor #	Check #
Breakfast 0	@	\$0.00 =	\$0.00		Date
Lunch 2	@	\$15.00 =	\$30.00		
Dinner 3	@	\$26.00 =	\$78.00		
Incidentals 4	@	\$5.00 =	\$20.00		
			\$128.00		

TRAVEL APPROVALS

 26009 23
Department Head Date

Finance Date

(if applicable)

City Manager Date



CITY OF PALM BAY, FLORIDA

Travel Request/Advance Request

Contact/Ext _____

Control # _____
Request Date: _____

Name: <u>Jacob Couture</u>		Destination: <u>Augusta, GA</u>			
Department/Division: <u>Fire Rescue</u>		Departure Date of: <u>11/28/2023</u>		Return <u>12/1/2023</u>	
Account To Be Charged: <u>001-6012-522-4001</u>		Time of: <u>1:00 PM</u>		<u>3:00 PM</u>	
Account To Be Charged: <u>001-6012-522-5501</u>		Estimated Cost: before mileage reimbursement \$1,225.99			
Purpose of Travel (Specify Conference, School or Other Reason) - ATTACH ITINERARY <u>Trauma Response Course</u>					
Date Approved By Council: _____					
<div style="display: flex; justify-content: space-between;"> <div>Transportation: boldface or circle choice(s)</div> <div>POV - Estimated Mileage _____ City Vehicle</div> </div> <div style="text-align: center;">Common Carrier (complete below)</div>					
PREPAID EXPENSES	VENDOR/ADDRESS	EXPLANATION	AMOUNT	FINANCE USE ONLY	
Registration	Sheepdog Response	Registration Fee	\$644.99	Vendor #	Check #
Due Date <u>10/6/2023</u>					Date
Hand Carry Y N	Pay with P Card				
Lodging		Rate <u>varies by night</u>	\$353.00	Vendor #	Check #
Due Date <u>11/28/2023</u>		# Nights <u>3</u>			Date
Hand Carry Y N	Pay with P Card				
Common Carrier (if applicable)			\$0.00	Vendor #	Check #
Due Date _____					Date
Hand Carry Y N					
Other Expenses	Tolls & Fuel	4 Attendees sharing one City Vehicle	\$100.00	Vendor #	Check #
Due Date _____	Estimated				Date
Hand Carry Y N					
Other Expenses				Vendor #	Check #
Due Date _____					Date
Hand Carry Y N					
PER DIEM ADVANCE: Advanced or <u>Upon Return</u> (circle one) Refer to www.gsa.gov for rates - <u>attach proof of rate</u> (Lodging prepaid - receipt required)				Vendor #	Check #
Breakfast <u>0</u>	@	\$0.00 =	\$0.00		Date
Lunch <u>2</u>	@	\$15.00 =	\$30.00		
Dinner <u>3</u>	@	\$26.00 =	\$78.00		
Incidentals <u>4</u>	@	\$5.00 =	\$20.00		
			\$128.00		

TRAVEL APPROVALS

Department Head

Date

Finance

Date

(if applicable)

City Manager

Date



CITY OF PALM BAY, FLORIDA

Travel Request/Advance Request

Contact/Ext _____

Control # _____
Request Date: _____

Name: <u>Sandra Durfee</u>		Destination: <u>Augusta, GA</u>			
Department/Division: <u>Fire Rescue</u>		Departure Date of: <u>11/28/2023</u>		Return Date of: <u>12/1/2023</u>	
Account To Be Charged: <u>001-6012-522-4001</u>		Time of: <u>1:00 PM</u>		Time of: <u>3:00 PM</u>	
Account To Be Charged: <u>001-6012-522-5501</u>		Estimated Cost: before mileage reimbursement \$1,125.99			
Purpose of Travel (Specify Conference, School or Other Reason) - ATTACH ITINERARY <u>Trauma Response Course</u>					
Date Approved By Council: _____					
Transportation: boldface or circle choice(s) POV - Estimated Mileage City Vehicle Common Carrier (complete below)					
PREPAID EXPENSES	VENDOR/ADDRESS	EXPLANATION	AMOUNT	FINANCE USE ONLY	
Registration	Sheepdog Response	Registration Fee		Vendor #	Check #
Due Date <u>10/6/2023</u>					Date
Hand Carry Y N	Pay with P Card		\$644.99		
Lodging		Rate <u>Varies by night</u>		Vendor #	Check #
Due Date <u>11/28/2023</u>		# Nights <u>3</u>			Date
Hand Carry Y N	Pay with P Card		\$353.00		
Common Carrier (if applicable)				Vendor #	Check #
Due Date _____					Date
Hand Carry Y N			\$0.00		
Other Expenses				Vendor #	Check #
Due Date _____	attendees sharing one vehicle				Date
Hand Carry Y N					
Other Expenses				Vendor #	Check #
Due Date _____					Date
Hand Carry Y N			\$0.00		
PER DIEM ADVANCE: Advanced or <u>Upon Return</u> (circle one) Refer to www.gsa.gov for rates - <u>attach proof of rate</u> (Lodging prepaid - receipt required)				Vendor #	Check #
Breakfast <u>0</u>	@	\$0.00 =	\$0.00		Date
Lunch <u>2</u>	@	\$15.00 =	\$30.00		
Dinner <u>3</u>	@	\$26.00 =	\$78.00		
Incidentals <u>4</u>	@	\$5.00 =	\$20.00		
			\$128.00		

TRAVEL APPROVALS

Department Head Date

Finance Date

(if applicable)

City Manager Date

You're all set, Karen!

Confirmation number: 93940008

We sent the details to k....l@palmbayflorida.org.

Hotel Information



Hampton Inn & Suites by Hilton Augusta-Washington Rd

3028 B Washington Road Augusta, Georgia 30907 USA

+1 706-738-4567

Stay Information

28 NOV – **1 DEC**
TUE – FRI

Check-in: 3:00 PM

Check-out: 11:00 AM

Early check-in cannot be guaranteed. Contact the hotel to inquire about early check-in or late check-out.

Guest information

Karen Hallowell

Hilton Honors#:

Comments:

Tax Exempt / City of Palm Bay, FL

3 rooms for 4 adults

Room 1

\$353.00

2 Qns Microwv/fridge Ns, Flexible Rate

Room 2

\$353.00

1 King Microwv/fridge Ns, Flexible Rate

Room 3

\$353.00

1 King Microw/fridge Ns, Flexible Rate

Total room charge	\$1,059.00
Total taxes	\$202.26

Total for stay: \$1,261.26

Payment visa 5544 Oct 2026

Guarantee policy

There is a Credit Card required for this reservation.

If you use a debit/credit card to check in, a hold may be placed on your card account for the full anticipated amount to be owed to the hotel, including estimated incidentals, through your date of check-out and such hold may not be released for 72 hours from the date of check-out or longer at the discretion of your card issuer.

Cancellation policy

Free cancellation before 11:59 PM local hotel time on 27 Nov 2023.

At check in, the front desk will verify your check-out date. Rates quoted are based on check-in date and length of stay. Should you choose to depart early, price is subject to change.

We reserve the right to cancel or modify reservations where it appears that a customer has engaged in fraudulent or inappropriate activity or under other circumstances where it appears that the reservations contain or resulted from a mistake or error.

Totals listed here are estimated based on current taxes and exchange rates (if applicable) and do not include additional fees/charges that may be incurred during your stay.

Optional services for an additional charge

Self parking

Complimentary

Pets

FY 2024 Per Diem Rates for augusta, Georgia

Daily lodging rates (excluding taxes) | October 2023 - September 2024

Cities not appearing below may be located within a county for which rates are listed. To determine the county a destination is located in, visit the [Census Geocoder](#).

Primary Destination ¹	County ²	2023 Oct	2024 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Augusta	Richmond	\$117	\$117	\$117	\$117	\$117	\$117	\$117	\$117	\$117	\$117

Meals & Incidentals (M&IE) rates and breakdown ³

Use this table to find the following information for federal employee travel:

M&IE Total - the full daily amount received for a single calendar day of travel when that day is neither the first nor last day of travel.

Breakfast, lunch, dinner, incidentals - Separate amounts for meals and incidentals. **M&IE Total** = Breakfast + Lunch + Dinner + Incidentals. Sometimes meal amounts must be deducted from trip voucher. See More Information

First & last day of travel - amount received on the first and last day of travel and equals 75% of total M&IE

Primary Destination ①	County ②	M&IE Total	Continental Breakfast/Breakfast	Top			Incidental Expenses	First & Last Day of Travel ④
				Lunch	Dinner			
Augusta	Richmond	\$59	\$13	\$15	\$26	\$5	\$44.25	





Florida Fallen Firefighter Memorial Service & Prayer Breakfast

**November 17, 2023,
8:30 a.m. Prayer Breakfast
9:45 a.m. Service**

**At the
Florida State Fire College
11655 N.W. Gainesville Rd
Ocala, FL 34482**

CFO/State Fire Marshal Jimmy Patronis and the Florida Joint Council of Fire and Emergency Service Organizations will again host the annual Florida Fallen Firefighter Memorial Service at the Florida State Fire College, remembering those who died in the performance of their duty.

There can be no greater sacrifice than for one to give their life in the line of duty, and the Florida fire service family will always remember our fallen brothers and sisters. We sincerely hope that you will be able to attend the ceremony and join us in remembrance of those who gave so much.

All members and friends of the Florida fire service family are invited, and we look forward to having you join us as we remember our own.

If you would like further information, please contact Mary Ann Benson at the Florida State Fire College (352-369-2815), MaryAnn.Benson@myfloridacfo.com and she will be able to answer any questions you may have.

All department honor guard sections/pipes and drums are invited to participate in the memorial service representing Florida's fire service. If you are participating in Pipe/Drum Corp, please make sure you register at <https://forms.office.com/g/DGAzvQmvwL>.

**Division of State Fire Marshal, Bureau of Fire Standards & Training, Florida State Fire College
11655 NW Gainesville Road, Ocala, FL 34482-1486
352-369-2800**

Unsubscribe

Florida Fallen Firefighter Memorial

Honorees

A | B | C | D | E | F | G | H | I | J | K | L | M | N | O | P | Q | R | S | T | U | V | W | X | Y | Z

We remember...

Florida Firefighters who die in the performance of their duties, and firefighters from outside the State of Florida who die in the performance of their duties within the borders of the State of Florida shall be honored in recognition of their sacrifice.

This honor includes having their name inscribed on both the Florida Fallen Firefighter Memorial, located at the Florida State Fire College in Ocala, and on the Florida Firefighter Memorial Monument located at the Florida State Capitol in Tallahassee.

The Florida Fallen Firefighter Memorial - Ocala, Florida



The Florida Fallen Firefighter Memorial was dedicated on January 11, 1992, and occupies a place of honor at the center of the Florida State Fire College Campus in Ocala, Florida. The Florida Joint Council of Fire and Emergency Services and the staff of the Florida State Fire College maintain the Memorial in perpetuity.

While visiting the Florida Fallen Firefighter Memorial, please remember that this small piece of earth is dedicated to the memory of those who have given their lives so that others might live!

— **THIS IS TRULY HALLOWED GROUND** —

In the late 1980's, shortly after funds were appropriated for the Florida State Fire College, Fire Chief John Wright, now retired from the Deland Fire Department, proposed that a memorial be erected at the Fire College dedicated to those firefighters who had made the supreme sacrifice while serving the State of Florida. Within two years, over \$50,000 had been collected from donors who came from all walks of life, including career and volunteer firefighters of every rank, civilians and fire service organizations. Virtually every firefighter in Florida contributed to the memorial fund.

Artist Don Murray of Gainesville, Florida, whose father was a firefighter, was commissioned to create the statue that has become the focal point of the Florida Fallen Firefighter Memorial. The life-size bronze statue of a firefighter does not depict the typical heroic pose we often see, but is instead modeled in a pose keeping with the purpose of the Memorial, that being a "Firefighter at Rest". The base of the Memorial was designed by Florida State Fire College Staff, and was constructed by them with assistance from professional masons.

Firefighter Memorial Monument - State Capitol

In 2013, the Governor and Cabinet of the State of Florida approved a resolution authorizing the placement of a Firefighter Memorial Monument on the grounds of the state Capitol. Previously, Florida's Fallen Firefighters were recognized at the Capitol on a Wall of Honor located on the Plaza level of the Capitol.



The resolution stated that "The Governor and Cabinet of the State of Florida do hereby recognize the heroic efforts of Florida's firefighters and support a dedicated place on the grounds of the State Capitol in Tallahassee, Florida, for all Floridians and visitors to view and express their appreciation to the brave men and women in the fire services". The resolution further resolved that "The Governor and Cabinet of the State of Florida do

hereby endorse and support this effort demonstrating the spirit and legacy of the firefighter - past, present, and future.”

The Joint Council of Fire and Emergency Services was named to lead the effort. Fundraising began, and renowned sculptor Michael D. Jernigan was selected to create the base and the bronze statues.

This memorial is a complement to the existing fallen firefighter memorials located on the grounds of the Florida State Fire College and the Florida Forest Service Training Center.

The Firefighter Memorial Monument was dedicated on April 1, 2019 and stands proudly in the courtyard of the Florida State Capitol.

It is recognized that Post Traumatic Stress Disorder (PTSD) and mental health/illness poses a real struggle to many fire service members. Therefore, markers will be added at the memorials to acknowledge the loss of lives gone too soon due to the tragic events regarding firefighter mental health. The absence of names on these markers symbolizes the silent struggles of PTSD a firefighter may face throughout their career in the fire service.

Florida Fallen Firefighter Memorial Service

Firefighters to be honored on
November 17, 2023

Raymond J. Hennessey - 1996
Palm Beach County Fire Rescue

Henry Cusell - 2003
Palm Beach County Fire Rescue

Michael J. Thompson - 2009
Palm Beach County Fire Rescue

Jim W. Vinsand, Sr. - 2017
Palm Beach County Fire Rescue

George F. Braun - 2018
Gainesville Fire Rescue

Thomas J. Cook - 2020
Palm Beach County Fire Rescue

Graeme Gilmour - 2021
Palm Beach County Fire Rescue

Jeffrey Smith – 2021
Palm Beach County Fire Rescue

Daryle Blankenship - 2022
Titusville Fire Department

Austin Duran - 2022
Apopka Fire Department

Robert E. Garmon, Jr. - 2022
Jacksonville Fire and Rescue Department

Hillary C. Kanwischer - 2022
North Lauderdale Fire Rescue

Michael Riley - 2022
St. Augustine Fire Department

Richard B. Wolnewitz - 2022
Palm Beach Gardens Fire Rescue

Mark Reuter - 2023
Riviera Beach Fire Rescue

Jason C. Tucker - 2023
Pasco County Fire Rescue



CITY OF PALM BAY, FLORIDA

Travel Request/Advance Request

Contact/Ext _____

Control # _____
Request Date: _____

Name: <u>Jason Rivas</u>	Destination: <u>Ocala, FL</u>
Department/Division: <u>Fire Rescue</u>	<div> <div>Departure</div> <div>Date of: <u>11/16/2023</u></div> </div> <div> <div>Return</div> <div>Date of: <u>11/17/2023</u></div> </div>
Account To Be Charged: <u>001-6012-522-4001</u>	Time of: <u>3:00 PM</u> <u>8:00 PM</u>
Account To Be Charged:	Estimated Cost: before mileage reimbursement \$199.49

Purpose of Travel (Specify Conference, School or Other Reason) - ATTACH ITINERARY


Trauma Response Course

Date Approved By Council: _____

Transportation: boldface or circle choice(s) **POV - Estimated Mileage** **City Vehicle**
Common Carrier (complete below)

PREPAID EXPENSES	VENDOR/ADDRESS	EXPLANATION	AMOUNT	FINANCE USE ONLY	
Registration				Vendor #	Check #
Due Date _____		No Registration Fee			Date
Hand Carry Y N					
Lodging				Vendor #	Check #
Due Date _____	Hotel/Comfort Inn, Ocala	Rate <u>\$122.49</u>			Date
Hand Carry Y N	Pay with P Card	# Nights <u>1</u>	\$122.49		
Common Carrier (if applicable)				Vendor #	Check #
Due Date _____					Date
Hand Carry Y N			\$0.00		
Other Expenses				Vendor #	Check #
Due Date _____					Date
Hand Carry Y N					
Other Expenses				Vendor #	Check #
Due Date _____					Date
Hand Carry Y N			\$0.00		
PER DIEM ADVANCE: Advanced or <u>Upon Return</u> (circle one) Refer to www.gsa.gov for rates - <u>attach proof of rate</u> (Lodging prepaid - receipt required)				Vendor #	Check #
Breakfast <u>0</u>	@	<u>\$0.00</u>	=		Date
Lunch <u>1</u>	@	<u>\$15.00</u>	=		
Dinner <u>2</u>	@	<u>\$26.00</u>	=		
Incidentals <u>2</u>	@	<u>\$5.00</u>	=		
			\$77.00		

TRAVEL APPROVALS


Department Head _____ Date 26 Oct 23

Finance _____ Date _____

(if applicable)

City Manager _____ Date _____



CITY OF PALM BAY, FLORIDA

Travel Request/Advance Request

Control # _____

Request Date: _____

Contact/Ext _____

Name: Jonathan Scott	Destination: Ocala, FL	
Department/Division: Fire Rescue	Departure Date of: 11/16/2023	Return Date of: 11/17/2023
Account To Be Charged: 001-6012-522-4001	Time of: 3:00 PM	8:00 PM
Account To Be Charged:	Estimated Cost: before mileage reimbursement \$209.49	

Purpose of Travel (Specify Conference, School or Other Reason) - ATTACH ITINERARY

Trauma Response Course

Date Approved By Council: _____

Transportation: boldface or circle choice(s)

POV - Estimated Mileage

City Vehicle

Common Carrier (complete below)

PREPAID EXPENSES	VENDOR/ADDRESS	EXPLANATION	AMOUNT	FINANCE USE ONLY	
Registration				Vendor #	Check #
Due Date _____		No Registration Fee			Date
Hand Carry Y N					
Lodging				Vendor #	Check #
Due Date _____	Hotel/Comfort Inn, Ocala	Rate \$132.49			Date
	(Sharing Room with FF Scharf)	# Nights 1			
Hand Carry Y N	Pay with P Card		\$132.49		
Common Carrier (if applicable)				Vendor #	Check #
Due Date _____					Date
Hand Carry Y N			\$0.00		
Other Expenses				Vendor #	Check #
Due Date _____					Date
Hand Carry Y N					
Other Expenses				Vendor #	Check #
Due Date _____					Date
Hand Carry Y N			\$0.00		
PER DIEM ADVANCE: Advanced or <u>Upon Return</u> (circle one)				Vendor #	Check #
Refer to www.gsa.gov for rates - <u>attach proof of rate</u>					
(Lodging prepaid - receipt required)					
Breakfast 0	@	\$0.00 =	\$0.00		Date
Lunch 1	@	\$15.00 =	\$15.00		
Dinner 2	@	\$26.00 =	\$52.00		
Incidentals 2	@	\$5.00 =	\$10.00		
			\$77.00		

TRAVEL APPROVALS

Department Head

Date

Finance

Date

(if applicable)

City Manager

Date



CITY OF PALM BAY, FLORIDA

Travel Request/Advance Request

Control # _____

Request Date: _____

Contact/Ext _____

Name: <u>Brenton Scharf</u>	Destination: <u>Ocala, FL</u>
Department/Division: <u>Fire Rescue</u>	<div>Departure</div> Date of: <u>11/16/2023</u>
Account To Be Charged: <u>001-6012-522-4001</u>	<div>Return</div> <u>11/17/2023</u>
Account To Be Charged: _____	<div>Time of:</div> <u>3:00 PM</u>
<div>Time of:</div> <u>8:00 PM</u>	
Estimated Cost: before mileage reimbursement \$77.00	

Purpose of Travel (Specify Conference, School or Other Reason) - ATTACH ITINERARY

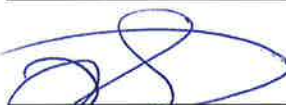
Trauma Response Course

Date Approved By Council: _____

Transportation: boldface or circle choice(s) **POV - Estimated Mileage** **City Vehicle**
Common Carrier (complete below)

PREPAID EXPENSES	VENDOR/ADDRESS	EXPLANATION	AMOUNT	FINANCE USE ONLY	
Registration				Vendor #	Check #
Due Date _____		No Registration Fee			Date
Hand Carry Y N					
Lodging				Vendor #	Check #
Due Date _____	Hotel/Comfort Inn, Ocala	Rate _____			Date
	(Sharing Room with DE Scott)	# Nights _____ 1			
Hand Carry Y N	Pay with P Card		\$0.00		
Common Carrier (if applicable)				Vendor #	Check #
Due Date _____					Date
Hand Carry Y N			\$0.00		
Other Expenses				Vendor #	Check #
Due Date _____					Date
Hand Carry Y N					
Other Expenses				Vendor #	Check #
Due Date _____					Date
Hand Carry Y N			\$0.00		
PER DIEM ADVANCE: Advanced or <u>Upon Return</u> (circle one) Refer to www.gsa.gov for rates - <u>attach proof of rate</u> (Lodging prepaid - receipt required)				Vendor #	Check #
Breakfast <u>0</u>	@	\$0.00 =	\$0.00		Date
Lunch <u>1</u>	@	\$15.00 =	\$15.00		
Dinner <u>2</u>	@	\$26.00 =	\$52.00		
Incidentals <u>2</u>	@	\$5.00 =	\$10.00		
			\$77.00		

TRAVEL APPROVALS


 Department Head _____ Date 26 Oct 23

Finance _____ Date _____

(if applicable)

City Manager _____ Date _____

Rooms & Guests



1 King Bed

No Smoking

1 Adult

\$122.49 USD

Avg. Per Night



2 Queen Beds

No Smoking

2 Adults

\$132.49 USD

Avg. Per Night



Protect Your Stay from the Unexpected

Enjoy peace of mind with Allianz Travel Insurance. Plan benefits can include trip cancellation, interruption protection, baggage protection and more.

[Get a Quote](#)

[Explore Benefits](#)

Special Requests


Jason Rivas (Single Room) Jonathan Scott (Double Room)
Brenton Scharf

Your reservation is confirmed.

Thank you for booking with us, your confirmation number is 22141762
A confirmation email has been sent to karen.hallowell@palmbayflorida.org
Guest Name
Karen Hallowell

Your stay details

Comfort Inn Ocala Silver Springs

 1212 S Pine Ave
Ocala, FL, 34474, US
(352) 629-7300

Check-in:	Check-out:
Thursday, November 16, 2023	Friday, November 17, 2023
Check-in time: 3:00 PM	Check-out time: 12:00 PM

Summary of Charges

2 Rooms x 1 Night:

\$254.98

Estimated Taxes & Fees:

\$28.04

Grand Total:

\$283.02 USD

Payment Method: VISA *****5544

Rate: Pay at Check-in (Non-Member)

Guarantee Policy: Your room will be held until 7:00 AM the morning following your scheduled arrival date. If you do not arrive and do not cancel your reservation by the cancellation deadline, your credit card will be charged 1 night's stay plus tax.

Cancellation Policy: Free Cancellation until Nov 15, 2023 at 4:00:00 PM local hotel time.



FY 2024 Per Diem Rates for ocala, Florida

Meals & Incidentals (M&IE) rates and breakdown

Primary Destination	County	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & LastDay of Travel
Standard Rate	Applies for all locations without specified rates	\$59	\$13	\$15	\$26	\$5	\$44.25



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Terese Jones, City Clerk

DATE: 11/2/2023

RE: Consideration of councilmembers attending the Florida League of Cities Legislative Conference in Orlando from November 30-December 1, 2023. (AGENDA REVISION)

The Florida League of Cities 2023 Legislative Conference will be held at the Hilton Orlando from November 30-December 1, 2023.

Councilmembers interested in attending need to announce same at tonight's meeting, so all travel arrangements can be made, and hotel accommodations secured.

REQUESTING DEPARTMENT:

Legislative

FISCAL IMPACT:

Cost per person is approximately \$610.00. Funding is available in Legislative operating accounts 001-1110-511-4005 and 001-1110-511-5505.

RECOMMENDATION:

Motion to approve travel for members of Council as requested.

ATTACHMENTS:

Description

Conference Announcement

LEGISLATIVE CONFERENCE

Florida League of Cities



Where local voices come together to identify the biggest challenges facing Florida's cities and protect their right to make local choices that are best for their communities.

Our Legislative Conference is held each Fall. The 2023 event will be held **November 30 - December 1 at the Hilton Orlando (6001 Destination Parkway)**. Register today for the 2023 Florida League of Cities Legislative Conference! Register Online

Florida League of Cities President Greg Ross, Mayor of the **City of Cooper City**, will preside over the conference where he will rally the membership in support of the League's 2024 Legislative Platform.

You are essential to the League's legislative success. Join Florida's city leaders to discuss and learn about important issues, finalize and adopt our legislative priorities, and share ideas and strategies on collaborating with state legislators.

The registration fee for this event is \$300 and covers admission to all conference sessions, continental breakfasts, refreshment breaks and Thursday's luncheon and networking event.

We look forward to seeing you there!

Schedule of Events*

Pre-Conference Events: Wednesday – November 29, 2023

12:30 p.m. - 5:30 p.m.

Registration Desk Open

Orange Ballroom Foyer

2:00 p.m. - 5:00 p.m.

Florida League of Mayors Workshop: Deep Dive from Professionals - Mentoring, Mental Wellness and Veterans Affairs

Open to Mayors and Vice Mayors/Deputy Mayors only.

Registration information is available [here](#).

Florida Ballroom 4

This workshop brings together a panel of experts to discuss Florida League of Mayors' President Scott

Brook's three main focus areas of his presidency. It features in-depth discussions on mentoring, mental wellness and veterans affairs. **Hershel Lyons**, On-Site Administrator for Education Management Consulting Services and the former chancellor for K-12 public schools at the Florida Department of Education, will lead the discussion on mentoring. He'll share ways that cities can set up successful mentorship programs and provide guidance on how to be a mentor to other mayors. **Bob Asztalos**, Deputy Executive Director of the Florida Department of Veterans Affairs, will focus on veterans issues and how mayors can provide more support to this group.

5:00 p.m. - 6:00 p.m.

Florida League of Mayors Reception

Open to Mayors and Vice Mayors/Deputy Mayors only.

Registration information is available [here](#).

Florida Ballroom 1-3

Thursday – November 30, 2023

7:30 a.m.

Continental Breakfast

Orange Ballroom Foyer

7:30 a.m. - 5:00 p.m.

Registration Desk Open

Orange Ballroom Foyer

8:00 a.m. - 8:45 a.m.

Speed Networking

Orange Ballroom C

Grab some coffee and join colleagues from across the state for a fun, fast-paced and interactive start to the day! Get ready to meet, greet and swap ideas and information!

8:15 a.m. - 8:45 a.m.

Advocacy Committee Organizational Meeting

Florida Ballroom 1-3

9:00 a.m. - 9:45 a.m.

Ballot Campaign Do's and Don'ts

Orange Ballroom AB

Take part in this informative discussion on how cities can successfully run local ballot campaigns on matters such as charter amendments and other local referendums. One of Florida's premier ethics and election law authorities will shed light on the legal intricacies and limitations surrounding taxpayer expenditures used to influence ballot-related campaigns, while a communications and campaign expert will focus on effective messaging strategies for local governments to bolster their chances of passing ballot issues. This workshop promises to be a valuable resource for city officials looking to navigate the legal complexities surrounding taxpayer expenditures and master the art of winning local referenda and charter amendments.

10:00 a.m. - 12:00 p.m.

Legislative Policy Committee Meetings

- *Finance, Taxation and Personnel - Orange Ballroom*

-
- *Land Use and Economic Development - Florida Ballroom EF-7*
 - *Municipal Administration - Florida Ballroom 4*
 - *Transportation and Intergovernmental Relations - Florida Ballroom 1-3*
 - *Utilities, Natural Resources and Public Works - Orange Ballroom EF*

12:15 p.m. - 1:45 p.m.

Keynote Luncheon

Orange Ballroom D

Call to Order: Greg Ross, President, Florida League of Cities, and Mayor, City of Cooper City

Invocation

Pledge of Allegiance

Presentation of the Employee of the Year Award

Presentation of the Defender of Home Rule Award

Keynote Presentation by Florida State Senator and Representative (To Be Announced)

2:00 p.m. - 3:15 p.m.

Lobbying Like a Pro: Strategies for Success and Upcoming Session Highlights

Orange Ballroom AB

Whether you're a newcomer just starting out or a seasoned advocate with years of experience, you won't

want to overlook this exciting and interactive chance to discover effective lobbying strategies from seasoned professionals. Additionally, you'll have the opportunity to gain valuable insights into the major issues we can anticipate in the upcoming session.

3:30 p.m. - 4:30 p.m.

Show Me the Money!

Orange Ballroom AB

Ever wondered how cities obtain funding from the State of Florida for their projects or programs? Do you have an appropriations request that is struggling to get funded? There is money available for projects and programs, but where do you start? In this session, you will get firsthand perspectives on what is trending in the legislative budget process and how to differentiate your projects from the rest.

4:45 p.m. - 6:00 p.m.

Florida League of Cities Board of Directors Meeting

Orange Ballroom EF

Presiding: Greg Ross, President, Florida League of Cities, and Mayor, City of Cooper City

6:00 p.m. - 7:00 p.m.

Networking Event

Florida Ballroom 1-3

Friday – December 1, 2023

8:00 a.m. - 9:30 a.m.

Membership Networking and Continental Breakfast

Orange Ballroom Foyer

8:00 a.m. - 12:00 p.m.

Registration Desk Open

Orange Ballroom Foyer

8:30 a.m. - 9:15 a.m.

Federal Action Strike Team Organizational Meeting

Orange Ballroom G

9:30 a.m. - 10:45 a.m.

How to Talk So Your Legislator Will Listen and How to Listen So Your Legislator Will Talk

Orange Ballroom AB

Join us for an informal chat with four legislators about effective communication strategies and how state and local officials can work better together to serve the shared interests of their constituents.

11:00 a.m. - 12:00 p.m.

Legislative Committee Meeting and Business Session

Orange Ballroom D

** Schedule subject to change. Check back for additional updates.*

Hotel Information

The 2023 Legislative Conference will be held at the Hilton Orlando, located at 6001 Destination Parkway, just off of International Drive. The group rate is \$175/night, inclusive of a reduced \$10/night resort fee.