



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

AGENDA

Regular Council Meeting 2023-30 Thursday

**December 7, 2023 - 6:00 PM
Council Chambers, 120 Malabar Road SE, Palm Bay FL 32907**

CALL TO ORDER:

INVOCATION:

1. Minister Vivienne Wittock - Bethel Abundant Life Ministries, Palm Bay.

PLEDGE OF ALLEGIANCE:

ROLL CALL:

ANNOUNCEMENTS:

1. Three (3) terms expiring and one (1) vacancy on the Disaster Relief Committee Executive Board.++
2. One (1) vacancy on the Community Development Advisory Board (represents 'employer within the city').+

AGENDA REVISIONS:

PROCLAMATIONS AND RECOGNITIONS:

1. Proclamation: 15th Annual Family Christmas Extravaganza Day - December 16, 2023. (Mayor Medina)
2. Proclamation: National Homeless Persons' Memorial Day - December 21, 2023.

PRESENTATIONS:

1. Pastor Ken Delgado, The House Church - Police Department employee picnic area improvement project.

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.

APPROVAL OF 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 under the agenda heading Consideration of Items Removed from Consent Agenda.

1. Adoption of Minutes: Meeting 2023-28; November 2, 2023.
2. Adoption of Minutes: Meeting 2023-29; November 14, 2023.
3. Award of Proposal: Enterprise Resource Planning (ERP), implementation and advisory services – RFP 37-0-2023 – Information Technology Department; authorization to enter negotiations with highest ranked firm (Cognizant Technology Solutions US Corporation) and second highest ranked firm (Avaap USA LLC) if negotiations with highest ranked firm fails).
4. Contract: Neptune Technology Group, Inc., water meters and parts - Utilities Department (Ferguson Waterworks, \$1,500,000 (annual estimate) (standardized, sole source)
5. Miscellaneous: 'Piggyback Purchase', 'as needed' temporary staffing services (City of Melbourne contract) - Recreation Department (AUE Staffing, Inc. - \$450,000 (estimated annual expenditure)).
6. Miscellaneous: 'Piggyback Purchase', 'as needed' purchases of lighting, emergency lighting, specialty equipment, public safety equipment and accessories (Bradford County Sheriff's Office contract) - Police Department (Dana Safety Supply).
7. Miscellaneous: 'Piggyback Purchase', consulting services for Land Development reviews (Village of North Palm Beach contract) and miscellaneous purchases - Growth Management Department (Inspire Placemaking Collective, Inc. - \$210,678); consideration of a budget amendment allocating monies from General Fund Undesignated Fund Balance.
8. Miscellaneous: Road Bond Paving, Units 13, 14, Madden and Osmosis, Change Order 4 – Public Works Department (Timothy Rose Contracting Inc. - \$160,044).
9. Resolution 2023-42, recognizing the growing problem of antisemitism in the United States and adopting the non-binding International Holocaust Remembrance Alliance (IHRA) working definition of antisemitism. (Mayor Medina)
10. Resolution 2023-43, selling and conveying Bayfront CRA-owned surplus real estate, located at 1608 Orange Blossom Trail, to buyer Palm Bay Landing LLC.
11. Resolution 2023-44, selling and conveying Bayfront CRA-owned surplus real estate, located on Orange Blossom Trail (address unassigned, Tax Account 2866312), to buyer Palm Bay Landing LLC.
12. Ordinance 2023-103, amending the Code of Ordinances, Chapter 52, Boards, Subchapter 'Palm Bay Infrastructure Advisory and Oversight Board', by modifying the sunset date and reinstating the board, first reading.
13. Ordinance 2023-104, amending the Code of Ordinances, Chapter 96, Florida Building Code, Subchapter 'Building Code', by updating references to the Florida Building Code, first reading.
14. Consideration of the City's 2024-2025 federal legislative priorities.
15. Consideration of a grant agreement with the U.S. Department of Justice for the Fiscal Year 2023 Law Enforcement Agency De-Escalation Grants - Community Policing Development Solicitation (\$150,000).

16. Consideration of funding request correction associated with the Fiscal Year 2024 approved capital outlay vehicles for the Police Department (\$301,685).
17. Consideration of travel and training for specified City employees (Building Department).
18. Consideration of travel and training for specified City employees (Office of the City Manager and Information Technology Department).

PUBLIC HEARINGS:

1. Ordinance 2023-105, vacating a portion of the rear public utility and drainage easement located within Lot 15, Block 2124, Port Malabar Unit 42 (Case VE-16-2023, John and Colleen Pechulis), first reading.
2. Consideration of a Final Order for denial of Resolution 2023-38, requesting a conditional use to allow for a self-storage facility in CC (Community Commercial District) zoning 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).
3. Resolution 2023-45, granting a conditional use to allow for automotive gas/fuel sales in NC (Neighborhood Commercial District) zoning on property located at the southwest corner of Emerson Drive and Glencove Avenue (3.00 acres) (Case CU23-00003, Sunrise Plaza Enterprise, Inc.). (Quasi-Judicial Proceeding)
4. Resolution 2023-46, granting a conditional use to allow on-premise alcohol consumption accessory to an eating establishment in BMUV (Bayfront Mixed Use Village District) zoning, in accordance with Section 185.053(D)(2), Palm Bay Code of Ordinances, on property located east of and adjacent to Dixie Highway, in the vicinity south of Anglers Drive and west of Ridge Road (0.3 acres) (Case CU23-00014, AZAD Business Corp). (Quasi-Judicial Proceeding)
5. Resolution 2023-47, granting a conditional use to allow for an eating establishment with sidewalk/outdoor table service in BMUV (Bayfront Mixed Use Village District) zoning, in accordance with Section 185.053(D)(3), Palm Bay Code of Ordinances, on property located east of and adjacent to Dixie Highway, in the vicinity south of Anglers Drive and west of Ridge Road (0.3 acres) (Case CU23-00016, AZAD Business Corp). (Quasi-Judicial Proceeding)
6. Consideration of Substantial Amendments to the City's approved Program Years 2019, 2020, 2021, and 2022 Annual Action Plans for Community Development Block Grant funds, only one hearing required.

CONSIDERATION OF ITEMS REMOVED FROM CONSENT AGENDA:

UNFINISHED AND OLD BUSINESS:

1. Appointment of one (1) member to the Bayfront Community Redevelopment Agency.

NEW BUSINESS:

1. Consideration of a co-sponsorship request from CareerSource Brevard for a veteran focused job fair to be held on February 7, 2024, at the Tony Rosa Community Center.
2. Consideration of a co-sponsorship request from The Indian Association of the Space Coast, Inc. for the Second Annual Palm Bay Indian Kite Festival on January 21, 2024, at Fred Poppe Regional Park.

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.

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

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

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: 12/7/2023

RE: One (1) vacancy on the Community Development Advisory Board (represents 'employer within the city').+

The City Clerk's Office has been notified of one (1) vacancy on the Community Development Advisory Board as Cristina Wright was removed from the board due to excessive absences.

The Community Development Advisory Board is comprised of members in various fields related to affordable housing. The above individual represented the 'employer within the city' position.

REQUESTING DEPARTMENT:

Legislative

FISCAL IMPACT:

None

RECOMMENDATION:

Request for vacancy to be announced and applications solicited at tonight's meeting. The individual appointed to the position will complete Ms. Wright's term, which expires June 15, 2027. The appointment will be made at the regular Council meeting to be held on January 4, 2024.



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

DATE: 12/7/2023

RE: Pastor Ken Delgado, The House Church - Police Department employee picnic area improvement project.

At the Regular City Council meeting held on April 6, 2023, City Council approved acceptance of a donation of services by The House Church for a project to beautify and update the Police Department's employee picnic area. The agenda item including details of the project is attached. The House Church is beginning the process of seeking donations in support of the project, and has prepared a video presentation to share that request with the community.

REQUESTING DEPARTMENT:

ATTACHMENTS:

Description

Agenda Item 4-6-2023



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Mariano Augello, Chief of Police

DATE: 4/6/2023

RE: Consideration of an in-kind services donation from The House Church beautify the Police Department employee picnic area.

Pastor Ken Delgado of the House Church, a place of worship in Palm Bay, has had a long productive partnership of volunteerism with the City of Palm Bay. In mid-2021, Pastor Delgado approached the Police Department with an offer to help boost the morale of the department personnel through a volunteer project by The House Church. The proposed community volunteer project is to improve the employee picnic area at the Police Headquarters to allow for department to host celebrations/morale events in line with its wellness program. Pastor Delgado met with the Police Department to discuss feasibility, process for approvals, and overall design plan. The proposed project includes a large Pavilion, with lights and fans, fencing, replacing the inoperable barbeque grill, landscaping and a small memorial area within the space.

The House Church will raise the funding for materials and a donation of in-kind services will be provided through church volunteers handling the labor for the renovations. There will be no city funding or paid city personnel utilized for the project. The Police Department coordinated with the Parks & Facilities Department for input and in drafting a finalized concept plan for the project (included as an attachment). Upon Council approval, The House Church will initiate its campaign to raise funds for the project and a projected timeline for the renovations will be established.

REQUESTING DEPARTMENT:

Police Department

FISCAL IMPACT:

There is no fiscal impact for the proposed project. Services will be donated and funding for materials and supplies will be raised and funded directly by the House Community Volunteer group.

RECOMMENDATION:

Motion to approve the donation of services in kind by The House Church for a beautification of the Police Department's employee picnic area.

ATTACHMENTS:

Description

THE HOUSE COMMUNITY PARTNERSHIP VOLUNTEER PROJECT

THE HOUSE COMMUNITY PARTNERSHIP VOLUNTEER PROJECT- POLICE HQ REAR PICNIC AREA

PALM BAY POLICE DEPARTMENT 130 MALABAR ROAD, PALM BAY FL. 32905

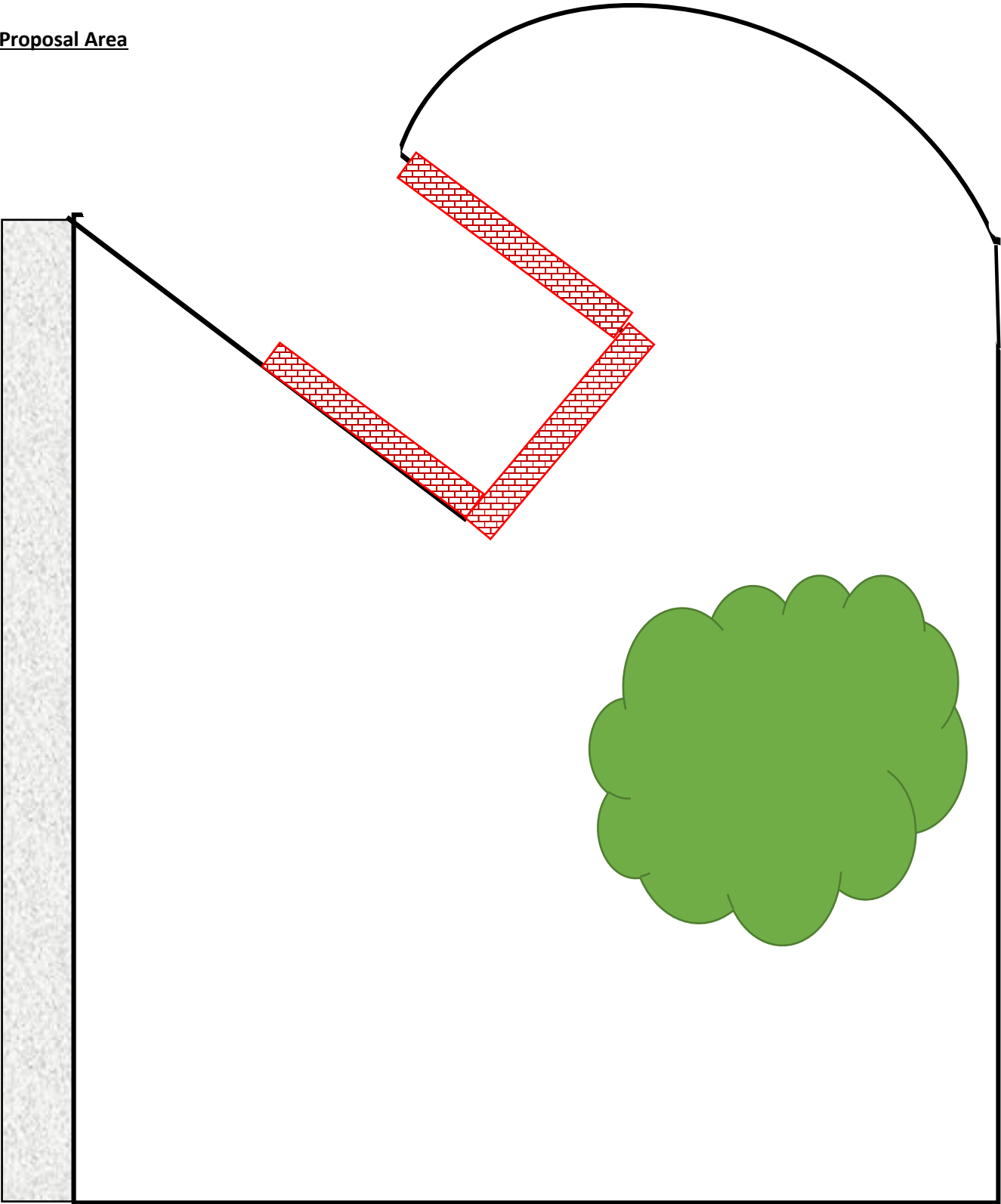


130 Malabar Road- PB Police HQ, Rear Parking Area, Picnic area



GPS COORDINATES: 27.997450760467782, -80.66918111963011

Project Proposal Area



PD HQ REAR PICNIC AREA REMODEL PROJECT OVERVIEW

PREP: NEED ACCURATE MEASUREMENTS OF AREA, NEED AREA PRINT IF AVAILABLE TO PRODUCE FINAL PLANS

PROJECT CONCEPT / WORKFLOW

FINALIZE PLANS FOR APPROVAL AND PERMITTING

SUBMIT PERMIT APPLICATION

REMOVE EXSISTING PAVILLION

REMOVE EXSISTING CONCRETE SLAB & WALKWAY

REMOVE EXSISTING BAR-B-QUE GRILL

FORM AND POUR 40% LARGER SLAB & NEW WALKWAY

RUN POWER & WATER FOR PAVILLION

FABRICATE 40% LARGER PAVILLION

-(PAVILLION LIGHTING, CEILING FANS, AND 2 EACH QUAD 120VAC OUTLETS & 1 HOSE FAUCET)

INSTALL 5/6 ft PERIMETER FENCE AND SINGLE ENTRANCE GATE (TYPE TBD)

PROCURE NEW GAS BAR-B-QUE GRILL

PROCURE 5/6 EACH PIC-NIC BENCHES

BOARDER FENCE WITH 24" FLOWER BED

CREATE ROCK GARDEN EAST TIP OF AREA

NOTES: PD HQ PICNIC AREA REMODEL: as of 21 Nov 2022

LEAVE EXSISTING TREE – TRIM BRANCHES

TARGET SCHEDULE 1st QTR 2023



LEGISLATIVE MEMORANDUM

DATE: 12/7/2023

RE: Adoption of Minutes: Meeting 2023-28; November 2, 2023.

ATTACHMENTS:

Description

Minutes - RCM 2023-28

CITY OF PALM BAY, FLORIDA

REGULAR COUNCIL MEETING 2023-28

Held on Thursday, the 2nd day of November 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 which was followed by the Pledge of Allegiance to the Flag, led by Boy Scout Troop 520.

ROLL CALL:

MAYOR:	Rob Medina	Present
DEPUTY MAYOR:	Donny Felix	Present
COUNCILMEMBER:	Kenny Johnson	Present
COUNCILMEMBER:	Randy Foster	Present
COUNCILMEMBER:	Vacant	
DEPUTY CITY MANAGER:	Juliet Misconi	Present
CITY ATTORNEY:	Patricia Smith	Present
DEPUTY CITY CLERK:	Terri Lefler	Present

Councilman Foster attended the meeting via teleconference.

CITY STAFF: Joan Junkala-Brown, Deputy City Manager; Mariano Augello, Police Chief.

ANNOUNCEMENTS:

Deputy Mayor Felix announced the following term expiring and solicited applications for same:

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

AGENDA REVISIONS:

- Mrs. Misconi advised that consideration of councilmembers attending the Florida League of Cities Legislative Conference in Orlando was added as Item 1, under New Business.

PROCLAMATIONS AND RECOGNITIONS:

The proclamation was read.

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

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

Individuals made general comments.

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.

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 2023-97. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Felix, Yea; Councilman Johnson, Yea; Councilman Foster, Yea.

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.

The City Attorney read the ordinance in caption only. The public hearing was opened and closed as there were no comments.

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

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.

The City Attorney read the ordinance in caption only. The public hearing was opened and closed as there were no comments.

Mayor Medina said he had concerns about having events such as these and how large the crowd could be at any time. He did not support the request.

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

Motion carried with members voting as follows:

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

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.

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

Numerous residents spoke for and against the request. Comments included that homeowners should have the right to choose, lack of notification to the affected residents, the cost would cause a hardship for many residents, poor water quality, etc.

Ken Sparks, resident and Director for Marine Resources Council (MRC) provided an overview on why the ordinance should be approved, specifically, for public health and the Indian River Lagoon.

Mrs. Misconi addressed the comments from residents. She explained that pursuant to Florida Statutes, it was mandated that residents must connect to wastewater treatment systems within one (1) year of being notified of such system becoming available. Water connection was not mandated by the state. Years ago, the City did not have the ability to offset the cost to the residents, but funding was now available through American Rescue Plan Act (ARPA) and state legislative appropriations. The only cost to the resident would be a \$100 deposit. There were currently 1,066 parcels that had sewer available but were not connected; 2,344 parcels that had water available and were not connected; and 289 parcels that had both services available and were not connected. Mrs. Misconi explained there would be a phased approach over the course of four (4) years. A \$100 deposit would be required for water connections. The abandonment or capping of the septic tank would be determined by St. Johns River Water Management District (SJRWMD) and staff was advised there would be no cost for same. The only unknown cost was for a plumber to connect from the City’s meter to the home.

Mrs. Misconi advised that there would be no notification to every household in the city. Only those homeowners that would be funded under Phase 1 would be notified of the mandatory connection. She advised of monthly costs for water and sewer, and answered questions posed by the public and members of City Council.

The public hearing was closed.

Motion by Mr. Johnson, seconded by Deputy Mayor Felix, to adopt Ordinance 2023-101.

Mr. Johnson advised that City could not secure funding to assist the residents if no mandate was in place.

Deputy Mayor Felix said the biggest concerns were public health and the health of the Indian River Lagoon (IRL). Mr. Foster felt this was necessary for the reasons as mentioned by Deputy Mayor Felix, including Turkey Creek.

Mayor Medina felt it was a critical component to help the IRL and the smart way for the city to grow. He had also asked State Legislators for assistance in the past but was turned down because there was no mandatory hook-up rule for the city.

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. Foster, that the Consent Agenda be approved as presented with the removal of Items 6, 7, 9, 10, and 12, 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 2023-25; October 5, 2023.

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

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

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

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

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

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).

Staff Recommendation: Approve the award for mowing and related equipment (co-op) with D&K Enterprises USA Inc d/b/a/ Causeway Mowers (Indianapolis); EFE Inc. (Fort Pierce); and ATMAX Equipment Co. (Tampa), in the estimated amount of \$150,000.

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

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).

Staff Recommendation: Approve the award for North Regional Water Treatment Plant 1.0 MG Ground Storage Tank Rehabilitation with Crom, LLC (Gainesville), in the amount of \$365,149.

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

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

Staff Recommendation: Approve the award for: Police Department boat (Florida Inland Navigation District) with Boaters Exchange, LLC (Rockledge), in the amount of \$133,818.92.

Bill Battin, resident, asked if there were any increases to the cost. Chief Augello confirmed that the initial proposal was more expensive and required a larger vehicle to tow the trailer, but it was not conducive to the needs of the department.

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

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).

Staff Recommendation: Approve 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, with Wade Trim, in the amount of \$670,749; and approve fund appropriation on the next scheduled Budget Amendment, in the amount of \$250,000.

Bill Battin, resident, felt that staff should be looking at improving water quality in addition to increasing capacity.

Motion by Mr. Johnson, seconded by Deputy Mayor Felix, to approve Task Order 23-13-WT and the fund appropriation. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Felix, Yea; Councilman Johnson, Yea; Councilman Foster, Yea.

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).

Staff Recommendation: Approve Change Order 2 for additional costs to complete lining of Meadowbrook Road and Parr Street related to Cured-In-Place pipe installation services with Granite Inler, LLC, in the amount of \$138,601; and approve the appropriation of funds from the Stormwater Utility Fee Undesignated Fund Balance, in the amount of \$114,720.

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

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

The City Attorney read the resolution in caption only.

Bill Battin, resident, said the City should ask Brevard County (County) to make the roadway improvements along Malabar Road for the recreational vehicles or at least share the cost.

Mrs. Misconi advised that the City had been maintaining the road since the park was acquired from the County in 2016. She explained that the focus of the project was to build the bridge. She went on to state that the Malabar Road widening project would involve the County because the County owned part of the right of way.

Motion by Deputy Mayor Felix, seconded by Mr. Johnson, to adopt Resolution 2023-40. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Felix, Yea; Councilman Johnson, Yea; Councilman Foster, Yea.

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.).

The City Attorney read the resolution in caption only.

Mayor Medina suggested a six-month extension instead of one year. He wanted to expedite job creation within the city. Deputy Mayor Felix agreed.

Fred Boozer, applicant, advised that this was the first request for an extension. As the initial engineering firm he had hired was going through personal issues, he had let the project sit stagnant. Mr. Boozer said he had now hired a new firm and the project could possibly be completed within six (6) months, but he preferred one year.

Motion by Mayor Medina, seconded by Mr. Johnson, to adopt Resolution 2023-41, with the amendment to grant the extension for six (6) months.

Mr. Johnson said that he would not support an extension as he had recently denied another project for the same reason. He wanted to see job growth and did not feel that a self-storage facility would generate job growth. Deputy Mayor Felix and Councilman Foster agreed with a six-month extension.

Motion carried with members voting as follows:

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

11. Ordinance 2023-102, amending the Fiscal Year 2022-2023 budget by appropriating and allocating certain monies (fifth/final budget amendment), first reading.

The City Attorney read the ordinance in caption only.

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

12. Consideration of a grant agreement with Florida Department of Environmental Protection for septic-to-sewer conversions (\$2,100,000).

Staff Recommendation: Authorize the City Manager to execute the grant agreement with Florida Department of Environmental Protection for septic-to-sewer conversions, in the amount of \$2,100,000; and authorize a waiver of Utilities Sewer Impact Fees and Mainline Extension Charges for all households assisted under this grant program.

Bill Battin, resident, felt this was preferential treatment to those residents that would be part of the initial phase of conversion. Other residents questioned if they would receive the same assistance when services were available in their area.

Mrs. Misconi advised that the City could not guarantee that future funding would be granted by the State Legislature but added that staff would continue to lobby for such appropriations.

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

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.

Staff Recommendation: Approve the reappropriation of funds, in the amount of \$108,700, and the appropriation of \$87,001 from General Fund Undesignated Fund Balance; and authorization to purchase a proposed storage area network (SAN) utilizing a previously approved cooperative contract.

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

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.

Staff Recommendation: Approve the utilization of General Fund Undesignated Fund Balance for a replacement vehicle in the amount of \$30,000; and travel/training in the amount of \$8,000, in Fiscal Year 2024, for the Code Compliance Division.

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

15. Consideration of travel and training for specified City Employees (Building Department).

Staff Recommendation: Approve the travel and training as specified.

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

16. Consideration of travel and training for specified City employees (Office of the City Attorney).

Staff Recommendation: Approve the travel and training as specified.

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

17. Consideration of travel and training for specified City Employees (Fire Rescue).

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

Deputy Mayor Felix would attend the conference. Council concurred.

COUNCIL REPORTS:

Councilmembers addressed various subject matters.

1. Deputy Mayor Felix made the following reports:

A. Asked for Council consensus to send a letter of support regarding Florida Senate Bill 172 which would require certain disabled veterans and surviving spouses to verify eligibility to receive an exemption or discount before the purchase of property. Council concurred.

B. Advised that he was collaborating with the Brevard County School Board to facilitate a pilot program for an adult education system that could assist residents that were learning to speak English that could potentially lead to obtaining a General Educational Development (GED) certificate, diploma, etc.

ADMINISTRATIVE AND LEGAL REPORTS:

1. Mrs. Misconi provided details on the upcoming Veterans Day Parade to be held on Saturday, November 11th, 10:00 A.M. to 12:00 P.M. A celebration would also be held at Veterans Park following the parade.

PUBLIC COMMENTS/RESPONSES:

Individuals made general comments.

1. Ashley Burke, Founder of Space Coast Bunnies, commented that domestic rabbits were running freely and creating colonies, which would eventually cause problems and expenses to the city. She stressed that the City needed to be proactive as Brevard County Animal Control did not have the resources to address this issue. She suggested a letter or resolution of support to Brevard County requesting action.

ADJOURNMENT:

There being no further business, the meeting adjourned at the hour of 9:04 P.M.

Rob Medina, MAYOR

ATTEST:

Terri J. Lefler, DEPUTY CITY CLERK



LEGISLATIVE MEMORANDUM

DATE: 12/7/2023

RE: Adoption of Minutes: Meeting 2023-29; November 14, 2023.

ATTACHMENTS:

Description

Minutes - RCM 2023-29

CITY OF PALM BAY, FLORIDA

REGULAR COUNCIL MEETING 2023-29

Held on Tuesday, the 14th day of November 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.

Pastor David Cannon, Grace Bible Church, 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
CHIEF DEPUTY CITY ATTORNEY:	Michael Rodriguez	Present
CITY CLERK:	Terese Jones	Present

Councilman Foster attended the meeting via teleconference.

CITY STAFF: Juliet Misconi, Deputy City Manager; Chris Little, Utilities Director; Mariano Augello, Chief of Police.

ANNOUNCEMENTS:

Deputy Mayor Felix announced the following terms expiring and vacancy, and solicited applications for same:

- 1. One (1) term expiring on the Bayfront Community Redevelopment Agency (represents 'at-large' position).++**
- 2. Three (3) terms expiring and one (1) vacancy on the Disaster Relief Committee Executive Board.+**

AGENDA REVISION(S):

There were no agenda revisions.

PROCLAMATIONS AND RECOGNITIONS:

The flag was presented, and the proclamation was read.

- 1. Recognition: Presentation of the American Flag - honoring the service of Marc Gray. (Mayor Medina)**
- 2. Proclamation: National Native American Heritage Month - November 2023.**

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

Individuals made general comments.

1. Daniel O'Brien, resident, stated that property owners should have been made aware of Ordinance 2023-101 regarding mandatory connection to City utilities. He asked that City Council reverse its decision until property owners were properly notified.
2. Roy Young, resident, asked why the City had changed its laws related to the size of metal buildings and structures.

Ms. Sherman responded that she would speak with staff that had been working with Mr. Young and advise him accordingly.

Mr. Rodriguez responded to Mr. O'Brien's comments. He advised that there was no requirement for a direct mailing for residents being affected by Ordinance 2023-101 prior to it being adopted. He advised that there were two (2) notice procedures per Chapter 166, Florida Statutes, that governed the minimum requirements for all cities to adopt ordinances. Mr. Rodriguez noted that the City had followed the guidelines correctly.

PUBLIC HEARING(S):

- 1. 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), final reading.**

The Chief Deputy City Attorney read the ordinance in caption only. The public hearing was opened. The public hearing was opened and closed as there were no comments.

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

2. 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), final reading.

The Chief Deputy 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 adopt Ordinance 2023-95. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Felix, Yea; Councilman Johnson, Yea; Councilman Foster, Yea.

3. Ordinance 2023-102, amending the Fiscal Year 2022-2023 budget by appropriating and allocating certain monies (fifth/final budget amendment), final reading.

The Chief Deputy 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 adopt Ordinance 2023-102. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Felix, Yea; Councilman Johnson, Yea; Councilman Foster, Yea.

4. 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). (RESCHEDULED TO 12/06/23 P&Z AND 12/07/23 RCM)

5. Request by AZAD Business Corporation for a conditional use to allow alcohol service at a proposed dining establishment in BMUV (Bayfront Mixed Use Village District) zoning, in accordance with Section 185.053(D)(2), Palm Bay Code of Ordinances, on property located east of and adjacent to Dixie Highway, in the vicinity south of the intersection of Dixie Highway and Anglers Drive (0.3 acres) (CU23-00014). (RESCHEDULED TO 12/06/23 P&Z AND 12/07/23 RCM)

6. Request by AZAD Business Corporation for a conditional use to allow outdoor seating at a proposed dining establishment in BMUV (Bayfront Mixed Use Village District) zoning, in accordance with Section 185.053(D)(3), Palm Bay Code of

Ordinances, on property located east of and adjacent to Dixie Highway, in the vicinity south of the intersection of Dixie Highway and Anglers Drive (0.3 acres) (CU23-00016). (RESCHEDULED TO 12/06/23 P&Z AND 12/07/23 RCM)

7. Request by Diaz Treasures, LLC, to amend the City's Comprehensive Plan Future Land Use Map to change the designated use of property located south of and adjacent to Malabar Road, in the vicinity west of Melbourne Tillman Drainage District Canal 7, from Residential 1 Unit Per Acre (Brevard County) to Commercial Use (6.00 acres) (Case CP23-00017). (RESCHEDULED FOR 12/06/23 P&Z AND 12/21/23 RCM)

8. Request by Diaz Treasures, LLC, to rezone property located south of and adjacent to Malabar Road, in the vicinity west of Melbourne Tillman Drainage District Canal 7, from AU Agricultural Residential (Brevard County) to CC (Community Commercial District) (6.00 acres) (Case CPZ23-00009). (RESCHEDULED FOR 12/06/23 P&Z AND 12/21/23 RCM)

9. Request by the City of Palm Bay to amend the City's Comprehensive Plan Future Land Use Map to change the designated use of 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, from Residential 1 Unit Per Acre (Brevard County) to Commercial Use (13.05 acres) (CP23-00019). (RESCHEDULED FOR 12/06/23 P&Z AND 12/21/23 RCM)

10. Request by the City of Palm Bay to rezone 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, from AU Agricultural Residential (Brevard County) to CC (Community Commercial District) (13.05 acres) (Case CPZ23-00011). (RESCHEDULED FOR 12/06/23 P&Z AND 12/21/23 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 1, 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.

1. Contract: Lead and Copper Rule Revisions Compliance, Service Line Material Inventory and Compliance Planning, Task Order 23-15-WT – Utilities Department (Wade Trim - \$302,840); and approve appropriation of funds on the next scheduled budget amendment (\$302,840).

Staff Recommendation: Approve Task Order 23-15-WT, against Master Agreement 36-0-2020, for lead and copper rule revisions compliance, service line material inventory and compliance planning, with Wade Trim, in the amount of \$302,840; and approve the appropriation of funds on the next scheduled budget amendment, in the amount of \$302,840.

Bill Battin, resident, inquired if the Lead and Copper Rule was being reviewed just because of the mandatory connection ordinance. He asked if contractors would have to enter residential homes for material inspections and replacement and who was going to pay for the expenditure.

Mr. Little said that although the Lead and Copper Rule had been place for years, the Environmental Protection Agency (EPA) had issued a rule revision requiring utilities that provided water perform a full inventory of the service lines throughout the system, both on the public and private sides. He explained that the City had inherited the utilities system from the Town of Malabar which contained lead and copper, and staff was actively working to remove those this year. Palm Bay's system did not have the lead and copper lines.

Motion by Mr. Johnson, seconded by Deputy Mayor Felix, to approve Task Order 23-15-WT with Wade Trim as requested. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Felix, Yea; Councilman Johnson, Yea; Councilman Foster, Yea.

2. Miscellaneous: GIS Software, Small Municipal and County Government Enterprise Agreement, renewal – Utilities and Public Works Departments (ESRI - \$288,300).

Staff Recommendation: Approve the Environmental Systems Research Institute, Inc. (ESRI) Small Municipal and County Government Enterprise License Agreement renewal for a three-year term with ESRI (Redlands, CA), in the amount of \$288,300.

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

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

Staff Recommendation: Approve the Federal General Services Administration Multiple Award Schedule contract GS-00F-332CA for the purchase of the new MILO system and associated accessories up to the budgeted allocation of \$155,000.

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

4. Miscellaneous: 'Cooperative Purchase', elevator products and services (OMNIA contract) - Parks and Facilities Department (Thyssenkrupp Elevator - \$162,000).

Staff Recommendation: Approve the award for elevator products and services with Thyssenkrupp Elevator (Atlanta, GA), through the OMNIA contract, in the amount of \$162,000.

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

5. Miscellaneous: 'Piggyback Purchase', 'as needed' purchases of capital vehicles (Bradford County Sheriff's Office contract) - various departments (multiple vendors).

Staff Recommendation: Approve the Fiscal Year 2024 purchases of capital vehicles and equipment on an "as needed" basis, to include renewals, re-solicitations, and replacement contract if it expires, with multiple vendors, through the Bradford County Sheriff's Office contract.

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

6. Consideration of a budget amendment allocating General Fund Undesignated Fund Balance to build out office space for the Land Development Division (\$22,156).

Staff Recommendation: Approve a budget amendment allocating General Fund Undesignated Fund Balance to build out office space for the Land Development Division, in the amount of \$22,156.

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

7. Consideration of utilizing Police Impact Fees (32908 and 32909 Nexus) for Capital Outlay requests for two (2) Radar Trailers (\$30,000)

Staff Recommendation: Approve the appropriation of Police Impact Fees from the 32908 and 32909 Nexus on the next budget amendment for the capital outlay purchase of traffic equipment for the Police Department, in the amount of \$26,000 (total project cost).

Bill Battin, resident, supported the request and suggested including cameras that could be utilized as an additional component.

Chief Augello advised that the Radar Trailers did not have cameras as it would be expensive. He explained that the cameras would not be effective in issuing summonses for speeding due to many legal aspects.

Motion by Deputy Mayor Felix, seconded by Mr. Johnson, to approve utilizing Police Impact Fees as requested. Motion carried with members voting as follows: Mayor Medina, Yea; Deputy Mayor Felix, Yea; Councilman Johnson, Yea; Councilman Foster, Yea.

8. Consideration of expenditures from the Palm Bay Police Department's Law Enforcement Trust Fund for legal costs associated with the Asset Forfeiture Program, bank fees, and Annual Reindeer Run (\$14,800).

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

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

9. Consideration of submitting an application to the Florida Department of Law Enforcement, Office of Criminal Justice, Drone Replacement Program.

Staff Recommendation: Approve the submittal of an application to the Florida Department of Law Enforcement, Office of Criminal Justice, Drone Replacement Program.

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

10. Consideration of revising Council's Policies and Procedures with regard to the Consent Agenda.

Staff Recommendation: Approve the revisions to Council's Policies and Procedures as requested by staff.

Bill Battin, resident, stated that he was in favor of the Consent Agenda being addressed at the beginning of the meetings. He felt it would make it easier for staff.

Motion by Mr. Johnson, seconded by Deputy Mayor Felix, to approve revisions to Council's Policies and Procedures as requested. 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 travel expenses for the fourth quarter of Fiscal Year 2023 (July 2023 - September 2023).

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

12. Acknowledgement of the November 2023 GO Road Bond Paving report update.

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

NEW BUSINESS:

1. Consideration of councilmembers serving as representatives to other agencies/organizations/committees.

Councilmembers announced on which agencies/organizations/committees they wished to serve.

- 1) Space Coast League of Cities
Kenny Johnson, Delegate
Rob Medina, Alternate
- 2) Space Coast Transportation Planning Organization
Rob Medina
Randy Foster, Alternate
Donny Felix
Kenny Johnson

- 3) Economic Development Commission of Florida's Space Coast (Board of Directors)
Rob Medina
- 4) Economic Development Commission of Florida's Space Coast (Executive Committee)
Rob Medina
- 5) Economic Development Commission of Florida's Space Coast (Ad Valorem Tax Abatement Council)
Nancy Bunt
- 6) Risk Management Committee
Randy Foster
- 7) Capital Outlay Committee
Joan Junkala-Brown or designee
- 8) Community Development Advisory Board
Donny Felix

2. Selection by councilmembers of a Deputy Mayor.

Motion by Mr. Johnson, seconded by Mr. Foster, to select Councilman Donny Felix as Deputy Mayor. 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. Mayor Medina asked for consensus to direct staff to communicate with the owner of the Majors Golf Course regarding the sale of same.

Ms. Sherman advised that Ms. Joyner (property owner) had not submitted a new application at that time but understood that one would be submitted soon.

Mr. Rodriguez asked if the intent was to purchase the golf course or enter into a private-public partnership. Mayor Medina wanted the City to purchase the golf course and have a private entity operate it.

Mr. Johnson was okay with moving forward but did not feel there was much interest from the owner in the past and the cost to purchase at that time was too high.

Council concurred for staff to communicate with Ms. Joyner.

ADMINISTRATIVE AND LEGAL REPORTS:

1. Ms. Sherman made the following reports:

A. Asked for Council's consensus to become part of two (2) class action lawsuits related to per- and polyfluoroalkyl substances (PFAS) contamination and public water systems/drinking water. Council Concurred.

B. Invited the public to the Community Workshop to review the City's Vulnerability Analysis and Resiliency Best Practices on December 5, 2023, at 6:00 P.M. in City Hall Council Chambers. She advised that the news release could be found on the city's website.

C. Invited the public to the Tree Lighting Ceremony on December 1, 2023, at 6:00 P.M.; and the Holiday Light Parade on December 2, 2023, at 6:00 P.M.

PUBLIC COMMENTS/RESPONSES:

Residents made general comments.

ADJOURNMENT:

There being no further business, the meeting adjourned at the hour of 7:34 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: Brian Robinson, IT Director; George Barber, Chief Procurement Officer

DATE: 12/7/2023

RE: **Award of Proposal: Enterprise Resource Planning (ERP), implementation and advisory services – RFP 37-0-2023 – Information Technology Department; authorization to enter negotiations with highest ranked firm (Cognizant Technology Solutions US Corporation) and second highest ranked firm (Avaap USA LLC) if negotiations with highest ranked firm fails).**

Project Background:

In efforts to modernize operations and enhance efficiency, the City initiated a project to explore the Enterprise Resource Planning (ERP) software market, prompted by an assessment of the existing CentralSquare Naviline legacy software. The City acquired the CentralSquare software in 1996 through a competitive Request for Proposal (RFP) process. In support of this project, Council approved \$2 million of ARPA funding on September 22, 2021, and \$2 million in General Funds on November 17, 2022.

Engaging external expertise was deemed crucial for the success of the project; hence, on July 21, 2022, Council approved the implementation services of the Government Finance Officers Association (GFOA), a reputable non-profit organization renowned for its expertise in providing governmental agencies with ERP implementation and advisory services. GFOA was pivotal in advising the steering committee on current ERP solicitation trends, developing an RFP, sharing business process improvement best practices, and establishing a robust evaluation criteria framework for ERP firm selection.

As previously mentioned, under GFOA's guidance, the City established a steering committee comprising of directors and subject matter experts. GFOA's rigorous assessment of the City's operations within the existing ERP aided in developing a robust RFP document. With GFOA's guidance, the City endeavored to evaluate how cloud technologies can offer modern functionality while diminishing technology overhead. The ERP project has emerged as an excellent opportunity to scrutinize and enhance the City's current business processes wherever feasible. Although there is no immediate indication that our current ERP solution will reach its end of life, a proactive stance has been adopted with an 18 to 24-month timeframe set to implement a new ERP solution.

Procurement Process:

On May 5, 2023, the City of Palm Bay solicited for ERP Software and Implementation Services pursuant to Section 38.13(B)(1) of the City Code of Ordinances in order to enter into an agreement with the highest ranked Firm as identified in Request for Proposals #37-0-2023. The solicitation was advertised for sixty-seven (67) calendar days. On

July 12, 2023 the City received eleven (11) proposals. The Procurement Department staff reviewed the eleven (11) proposals for responsiveness, and all were deemed responsive.

Evaluation Process:

On August 16, 2023, the Evaluation Selection Committee met to dialogue and rank the submitted proposals to shortlist a minimum of three (3) Firms to advance to demonstrations. The proposals were evaluated by the Evaluation Selection Committee that assigned points for non-price factors to include Software Functionality, Implementation Approach, and Proposer Experience. Points for Cost were determined by the Procurement Department. See the attached Scoring-Ranking form. After the ranking, the top five (5) Firms were chosen to proceed with demonstrations.

- Avaap U.S.A. LLC (Workday)
- Highstreet IT Solutions, LLC (Oracle)
- American Data Group (ADG)
- Cognizant Technology Solutions (Workday)
- Tyler Technologies, Inc (Tyler)

Demonstrations:

The Evaluation Selection Committee met on the below dates with the Shortlisted Firms to conduct demonstrations on the software and implementation approach.

- American Data Group - (Dates: September 11, 12, and 13)
- Tyler Technologies, Inc - (Dates: September 18, 19, and 20)
- Highstreet IT Solutions, LLC - (Dates: September 25, 26, and 27)
- Workday (Software Only) - (Dates: October 2 and 3)
- Teller (Software Only) - (Date: October 4)
- Avaap U.S.A. LLC - (Date: October 9)
- Cognizant Technology Solutions - (Date: October 10)

As two (2) of the shortlisted Firms submitted the same Software provider (Workday), the City allowed that provider to demonstrate the software on behalf of both Firms. As Teller was also provided by one of those Firms, the City held a separate meeting for that demonstration as well.

All Firms were afforded the same amount of time to demonstrate their product and implementation approach. The Firms were provided an agenda prior to the meeting that outlined the allotted time and demonstration schedule.

Evaluation Selection Committee

The evaluation selection committee included the following individuals:

- Committee Member No. 1 – Deputy City Manager
- Committee Member No. 2 – Finance Director
- Committee Member No. 3 – Human Resources Manager
- Committee Member No. 4 – Support Services Coordinator
- Committee Member No. 5 – Logistics Manager
- Committee Member No. 6 – Systems Administrator

Final Rankings:

On October 19, 2023, the evaluation selection committee met to discuss and rank the shortlisted Firms. The evaluation selection committee discussed the demonstrations and proceeded to score the shortlisted Firms pursuant to the evaluation criteria established in Step Two of the solicitation. Upon scoring, the totals from Step One were added to Step Two, to determine the below rankings. The results of the rankings are as follows:

- Cognizant Technology Solutions US Corporation - (1st)
- Avaap U.S.A. LLC – (2nd)
- Tyler Technologies, Inc. – (3rd)
- Highstreet IT Solutions, LLC – (4th)
- American Data Group – (5th)

REQUESTING DEPARTMENT:

Procurement

FISCAL IMPACT:

This action does not obligate funds for this project. Following negotiations, Staff will present a final contract for City Council approval.

RECOMMENDATION:

Motion to approve the final rankings and authorization to enter negotiations with the highest ranked Firm, Cognizant Technology Solutions for ERP Implementation and Advisory Services in accordance with RFP 37-0-2023. Additionally, authorization to enter negotiations with the second highest ranked Firm (Avaap U.S.A. LLC) if negotiations with the highest ranked Firm fails.

ATTACHMENTS:

Description

Scoring-Ranking Form

RFP #37-0-2023
ERP Software and Implementation Services
FINAL RANKING

CRITERIA - TOTAL 100 POINTS

Software Functionality = 30 points
Implementation Approach = 40 points
Proposer Experience = 10 Points
Cost = 20 points

EVALUATION		Alight Solutions, LLC	American Data Group	Avaap U.S.A. LLC	Cognizant Technology Solutions US Corporation	Highstreet IT Solutions, LLC	Mythics, Inc.
		773-817-0065 4 Overlook Point Lincolnshire, IL 60069	303-741-5711 5730 East Otero Avenue Centennial, CO 80112	314-517-5624 100 Antler Creek Court Caseyville, IL 62232	207-650-3020 11190 Sunrise Valley Dr Reston, VA 20191	561-543-1000 2600 Tower Oaks Blvd., Suite 240 Rockville, MD 20852	757-412-4362 4525 Main Street, Suite 1500 Virginia Beach, VA 23462
CRITERIA	POSSIBLE POINTS						
Software Functionality	30	21.00	17.00	23.00	22.00	22.00	17.00
Implementation Approach	40	21.33	17.33	29.33	22.67	29.33	21.33
Proposer Experience	10	6.67	5.67	8.00	7.33	7.67	6.67
SUBTOTAL NON-PRICE FACTORS	80	49.00	40.00	60.33	52.00	59.00	45.00
Cost	20	4.03	20.00	4.74	4.57	2.45	3.87
SUBTOTAL - Non-price plus Cost	100	53.03	60.00	65.08	56.57	61.45	48.87
Short List - Software Demonstration	20		6.00	15.33	16.67	11.33	
Short List - Implementation Team/Approach	20		6.00	12.67	16.00	12.00	
Short List - Response/Feedback	20		6.67	12.67	17.33	12.67	
TOTAL SCORE	160		78.67	105.74	106.57	97.45	

Recommended for Award
Cognizant Technology Solutions US Corporation

CRITERIA - TOTAL 100 POINTS

Software Functionality = 30 points

Implementation Approach = 40 points

Proposer Experience = 10 Points

Cost = 20 points

EVALUATION		NVision IT	Online24x7 Inc.	Smart Solutions International L.P.	Tyler Technologies, Inc.	Univerus
		314-540-8208 743 Spirit 40 Park Dr. Suite #204 Chesterfield, MO 63005	682-350-9767 # 400, 10000 N US 75-Central Expy, Dallas, TX 75231	561-962-4117 433 Plaza Real Suite 275 Boca Raton, FL 33432	800-772-2260 One Tyler Drive, Yarmouth, ME 04096 Yarmout, DE 04096	705-313-6545 130 Brew St Port Moody, BC V3H 0E3
CRITERIA	POSSIBLE POINTS					
Software Functionality	30	15.00	13.00	18.00	19.00	17.00
Implementation Approach	40	16.00	13.33	21.33	25.33	20.00
Proposer Experience	10	4.67	4.33	5.33	7.33	5.33
SUBTOTAL NON-PRICE FACTORS	80	35.67	30.67	44.67	51.67	42.33
Cost	20	3.12	2.77	3.73	4.04	8.64
SUBTOTAL - Non-price plus Cost	100	38.79	33.43	48.40	55.71	50.97
Short List - Software Demonstration	20				16.00	
Short List - Implementation Team/Approach	20				16.00	
Short List - Response/Feedback	20				16.67	
TOTAL SCORE	160				104.38	

Recommended for Award

Cognizant Technology Solutions US Corporation

RFP 37-0-2023/GB
ERP Software and Implementation Services
Cost Calculations

COMPANY NAME	PROPOSAL COST	LOWEST COST PROPOSED	% OF LOW	MULTIPLIER	TOTAL POINTS ASSIGNED
Alight Solutions, LLC	\$ 5,273,646.00	\$ 1,062,436.00	20.1%	20	4.03
American Data Group	\$ 1,062,436.00	\$ 1,062,436.00	100.0%	20	20.00
Avaap U.S.A. LLC	\$ 4,480,600.00	\$ 1,062,436.00	23.7%	20	4.74
Cognizant Technology Solutions US Corporation	\$ 4,652,773.00	\$ 1,062,436.00	22.8%	20	4.57
Highstreet IT Solutions, LLC	\$ 8,681,737.00	\$ 1,062,436.00	12.2%	20	2.45
Mythics, Inc.	\$ 5,494,153.00	\$ 1,062,436.00	19.3%	20	3.87
NVision IT	\$ 6,809,500.00	\$ 1,062,436.00	15.6%	20	3.12
Online24x7 Inc.	\$ 7,684,020.00	\$ 1,062,436.00	13.8%	20	2.77
Smart Solutions International L.P.	\$ 5,689,363.00	\$ 1,062,436.00	18.7%	20	3.73
Tyler Technologies, Inc.	\$ 5,255,088.00	\$ 1,062,436.00	20.2%	20	4.04
Univerus	\$ 2,460,602.00	\$ 1,062,436.00	43.2%	20	8.64



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: 12/7/2023

RE: Contract: Neptune Technology Group, Inc., water meters and parts - Utilities Department
(Ferguson Waterworks, \$1,500,000 (annual estimate) (standardized, sole source)

The Utilities Department standardized water meters based on the Neptune Technology Group, Inc., radio read system for water meters.

In March 2003, the City purchased the Neptune hardware and software for the radio reading of water meters. Subsequently, the City has continued to use the Neptune system and kept the system current through upgrades to the system hardware and software. The Neptune software and hardware are a proprietary system designed to communicate with the Neptune radio read meters. Neptune water meters are the only radio read meters that are compatible with this proprietary system. Additionally, this system has been integrated to work, via data upload, with the City's utility billing system.

The main items purchased are the Neptune 5/8" x 3/4" T10 BB Bronze Bottom R900i Meter Complete and Neptune R900 Pit Gallon Registers. An average of 2,500 meters and 1,500 registers are purchased annually, in addition to smaller quantities of other items on the pricing list. As an added benefit, Neptune offers a generous prorated warranty program for registers that qualify. Under this program non-working registers are returned to the manufacturer to be inspected. Over 80% of the registers returned qualify for warranty and are replaced under the prorated warranty program. An average of 1,400 registers are purchased annually via the warranty program.

In Fiscal Year (FY) 2021, the Utilities Department upgraded the mobile data collectors and software to the Neptune 360 Mobile Application. This upgrade requires an annual subscription of \$0.82 per meter/per year. For FY 2024 the estimated subscription cost will be \$30,000.

The current agreement with Ferguson Waterworks was approved by City Council on December 6, 2022; this agreement expires December 31, 2023. Ferguson Waterworks has submitted a new pricing agreement for the term beginning January 1 through December 31, 2024. There is no price increase for the meters, a 2% price increase on the registers, and a 16% increase for the annual subscription.

Ferguson Waterworks is the sole source provider of Neptune water meters and parts for the State of Florida.

Per City Code of Ordinance 38.12 SOLE SOURCE PURCHASES: The Chief Procurement Officer may make

or authorize the purchase of goods and/or services, subject to the mandatory City Council approval level stipulated in this Ordinance, without competitive solicitation when the director of the client department has documented in writing that such good and/or service is the only item that meets the need and is available through only one source of supply, or when the intent to award via sole source is posted on the City's website for a reasonable time period but at a minimum of seven (7) calendar days, or when a documented research effort by the Chief Procurement Officer fails to identify further competing sources of the goods or services. Such written determinations and supporting documentation shall be retained by the Chief Procurement Officer for public inspection and auditing purposes. Where standardization is determined by the Chief Procurement Officer to be appropriate, and negotiation of such standard items is appropriate, a sole source determination is justified.

REQUESTING DEPARTMENT:

Utilities, Procurement

FISCAL IMPACT:

Meters are purchased as an asset (inventory) for future use and are not expensed until they are issued. No specific amount is budgeted for meters. The estimated annual expenditure is \$1,500,000. The meters will be expensed, at time of issue, to Utilities operating, and Utilities renewal and replacement accounts 421-8020-533-6322 and 424-8022-533-6322. The estimated annual expenditure is \$1,500,000. Purchase orders are issued on an "as needed" basis. Funding is available for the annual subscription in Utilities operating account 421-8016-536-3411.

RECOMMENDATION:

Motion to 1) approve the Standardized Sole Source purchase of Neptune Technology Group, Inc., water meters and parts from Ferguson Waterworks; and 2) approve the price agreement for the term January 1, 2024, through December 31, 2024.

ATTACHMENTS:

Description

Price Agreement

Sole Source



City of Palm Bay

Price Agreement Term: 1/01/2024 - 12/31/2024

DESCRIPTION	Neptune Unit Prices
Neptune, R900i Pit Gallon Register (Any Size/Model)	\$190.80
Neptune, R900i Pit Gallon Register – Prorated Warranty Years 11-12 (-50%)	\$95.40
Neptune, R900i Pit Gallon Register – Prorated Warranty Years 13-14 (-40%)	\$114.50
Neptune, R900i Pit Gallon Register – Prorated Warranty Years 15-16 (-30%)	\$133.60
Neptune, R900i Pit Gallon Register – Prorated Warranty Years 17-18 (-20%)	\$152.65
Neptune, ProCoder Pit Gallon Register (Any Size/Model)	\$89.80
Neptune, R900 Cellular Wall Endpoint	\$149.70
Neptune, R900 Cellular Pit Endpoint W/Internal Antenna	\$157.10
Optional, R900i Pit Lid Antenna, 6' Cable Length	\$36.00
Optional, First Net Pit Lid Antenna, 6' Cable Length	\$55.00
Neptune, 5/8"x3/4" T10 BB R900i Meter Complete	\$224.00
Neptune, 5/8"x3/4" T10 BB ProCoder Wired Meter Complete	\$130.00
Neptune, 1" T10 BB R900i Meter Complete	\$342.40
Neptune, 1" T10 BB ProCoder Wired Meter Complete	\$248.40
	\$135.00
Neptune, 1 ½" T10 R900i Meter Complete	\$723.20
Neptune, 1 ½" T10 ProCoder Wired Meter Complete	\$629.20
Neptune, 2" T10 R900i Meter Complete	\$878.05
Neptune, 2" T10 ProCoder Wired Meter Complete	\$784.05
Neptune, 2" Bronze Meter Strainer	\$574.00
Neptune, 3" Bronze Meter Strainer	\$1,030.00
Neptune, 4" Bronze Meter Strainer	\$1,776.00
Neptune, 6" Bronze Meter Strainer	\$2,690.70
Neptune, 8" Bronze Meter Strainer	\$4,573.40
Neptune, 10" Bronze Meter Strainer	\$7,117.40
Neptune, 4" Stainless Steel UL-FM Basket Strainer	\$4,497.00
Neptune, 6" Stainless Steel UL-FM Basket Strainer	\$7,377.00
Neptune, 8" Stainless Steel UL-FM Basket Strainer	\$11,417.00
Neptune, 10" Stainless Steel UL-FM Basket Strainer	\$14,705.00

Neptune, 2" Strainer Acc. Kit	\$33.60
Neptune, 3" Strainer Acc. Kit	\$38.00
Neptune, 4" Strainer Acc. Kit	\$57.80
Neptune, 6" Strainer Acc. Kit	\$103.40
Neptune, 8" Strainer Acc. Kit	\$126.70
Neptune, 10" Strainer Acc. Kit	\$188.40
Neptune, 3" Fire Hydrant Meter Complete W/Connections & Gate Valve	\$2,067.00
Neptune, 1 1/2" Mach 10 R900i Meter	\$881.50
Neptune, 1 1/2" Mach 10 Stand Alone Meter	\$787.50
Neptune, 2" Mach 10 R900i Meter	\$1,029.60
Neptune, 2" Mach 10 Stand Alone Meter	\$935.60
Neptune, 3" Mach 10 R900i Meter – 12" Lay Length	\$3,070.00
Neptune, 3" Mach 10 Stand Alone Meter – 12" Lay Length	\$2,976.00
Neptune, 3" Mach 10 R900i Meter – 17" Lay Length	\$3,230.50
Neptune, 3" Mach 10 Stand Alone Meter – 17" Lay Length	\$3,136.50
Neptune, 4" Mach 10 R900i Meter – 14" Lay Length	\$3,916.50
Neptune, 4" Mach 10 Stand Alone Meter – 14" Lay Length	\$3,822.50
Neptune, 4" Mach 10 R900i Meter – 20" Lay Length	\$4,093.50
Neptune, 4" Mach 10 Stand Alone Meter – 20" Lay Length	\$3,999.50
Neptune, 6" Mach 10 R900i Meter – 18" Lay Length	\$6,521.50
Neptune, 6" Mach 10 Stand Alone Meter – 18" Lay Length	\$6,461.50
Neptune, 6" Mach 10 R900i Meter – 24" Lay Length	\$6,870.50
Neptune, 6" Mach 10 Stand Alone Meter – 24" Lay Length	\$6,776.50
Neptune, 8" Mach 10 R900i Meter – 20" Lay Length	\$10,747.00
Neptune, 8" Mach 10 Stand Alone Meter – 20" Lay Length	\$10,653.00
Neptune, 10" Mach 10 R900i Meter – 26" Lay Length	\$13,374.60
Neptune, 10" Mach 10 Stand Alone Meter – 26" Lay Length	\$13,280.60
Neptune, 12" Mach 10 R900i Meter – 19.7" Lay Length	\$15,538.50
Neptune, 12" Mach 10 Stand Alone Meter – 19.7" Lay Length	\$15,444.50
R900i Registers available as Ecoder or ProCoder model – same price.	
Neptune, Belt Clip RF Transceiver	\$5,641.00
Neptune, MRX920 Version 4 Mobile Data Collector (Less Laptop)	\$12,567.00

<u>Neptune 360 SaaS Platform (AMR) Annual Subscription</u>	
20,001-50,000 Connected Endpoints – (Per Meter/Per Year)	\$0.82
50,001-100,000 Connected Endpoints – (Per Meter/Per Year)	\$0.69
<u>Neptune 360 SaaS Platform + Firstnet Cellular Data Plan Annual Subscription</u>	
20,001-50,000 Connected Endpoints – (Per Meter/Per Year)	\$6.99
50,001-100,000 Connected Endpoints – (Per Meter/Per Year)	\$6.12
Neptune 360 AMI One-Time Setup Fee	\$3,700.00
Neptune 360 Additional Remote Training (4-hour window)	\$900.00
Neptune 360 On-Site Training (8 hours)	\$1,800.00
Neptune 360 Professional Services (per hour fee)	\$460.00

Payment Terms: Net 30 Days – Check or ACH Payment Only

Price Agreement Term: **1/1/2024 – 12/31/2024 ***

**(Due to current economic conditions, pricing subject to change prior to end of term.)*

On behalf of everyone at Ferguson Waterworks and Neptune Technology Group, Inc., I would like to thank the City of Palm Bay for its past business. We are looking forward to meeting your automated meter needs for many years to come.

Respectfully submitted,

Benjamin Jacobs

AMR/AMI Specialists – Meter & Automation Group

Ferguson Waterworks

Phone: 561-386-8541

Email: Benjamin.Jacobs@ferguson.com



NEPTUNE
TECHNOLOGY GROUP

November 10, 2023

Ms. Cassandra C. Smith
Support Services Coordinator
City of Palm Bay Utilities Dept.
Palm Bay, Fl.

Ms. Smith,

Please note that Ferguson Waterworks., is the sole authorized Neptune Distributor with a resell supply agreement in the State of Florida.

The geographical area of responsibility assigned to them includes all Counties within the State of Florida.

Types: Classes of customers exclusively assigned are: Municipalities, private water companies, contractors, and plumbers.

Hence, our Distributor(s) are required to maintain a sufficient inventory of Neptune Water Metering Products, including parts, to provide customer field servicing.

Thank you in advance for your cooperation.

Sincerely,

Terry D. Gullett

Terry D. Gullett
Senior Territory Manager
Neptune Technology Group, Inc.



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Fred Poppe, Recreation Director; George Barber, Chief Procurement Officer

DATE: 12/7/2023

RE: Miscellaneous: 'Piggyback Purchase', 'as needed' temporary staffing services (City of Melbourne contract) - Recreation Department (AUE Staffing, Inc. - \$450,000 (estimated annual expenditure)).

The City of Palm Bay Recreation Department utilizes seasonal staff for various positions throughout the City for various camps, classes, trainings, as well as at the Palm Bay Aquatic Center. Seasonal staffing reduces recruitment, on-boarding, salaries, and benefits costs to the City for less than part-time positions.

Staff is requesting approval to utilize City of Melbourne term contract #B21014S-0-2021/SN, Temporary Staffing Services, with AUE Staffing, Inc. This contract was awarded July 30, 2021 and ends on July 31, 2024, with the option to renew two (2) additional one (1) year terms. Staff has reviewed this contract and has determined that it meets the needs of the Recreation Department for the temporary employment of seasonal workers.

In accordance with the City's Code of Ordinance, Section 38.13(F)(4) Cooperative Purchases and Piggyback Purchases: The City may utilize (piggyback) a contract entered into by another governmental or public entity and a provider of supplies or services required by the City, if the Chief Procurement Officer determines that it is practicable and advantageous for the City to employ this method of purchase, and such contracts specify that they are cooperative procurements at the time of solicitation or the governmental entity Procurement official otherwise agrees to the use of such contract in writing. Any such contracts equal to or in excess of one hundred thousand dollars (\$100,000) shall go to the City Council for approval.

REQUESTING DEPARTMENT:

Recreation, Procurement

FISCAL IMPACT:

Funding of \$449,320 has been budgeted for FY24 in the Recreation Department Other Contractual Service/Temp Employment Service fund, account 001-4120-572-3407. Currently, \$427,683.81 is shown as available in this account. The estimated annual expenditure is \$450,000. Purchase orders will be issued on an as-needed basis. If needed, a budget transfer or budget amendment will be submitted for approval.

RECOMMENDATION:

Motion to approve the piggyback of City of Melbourne Contract #B2101S-0-2021/SN, Temporary Staffing

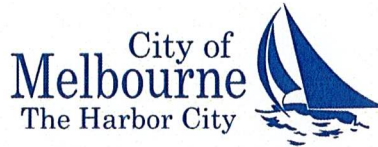
Services with AUE Staffing, Inc., located in Melbourne, Florida.

ATTACHMENTS:

Description

Executed Contract

AUE Staffing Inc



Procurement Division • 900 E. Strawbridge Avenue • Melbourne, Florida 32901 • (321) 608-7062 • Fax (321) 608-7070

PURCHASE AGREEMENT FOR SERVICES
TEMPORARY STAFFING SERVICES

This **PURCHASE AGREEMENT FOR SERVICES – TEMPORARY STAFFING SERVICES** (this "Contract") is entered into by and between the City of Melbourne, Florida, hereinafter referred to as the **CITY**, and **AUE Staffing, Inc.**, a Florida corporation, whose mailing address is 1600 Sarno Road, Suite 109, Melbourne, FL 32935, hereinafter referred to as the **CONTRACTOR**.

CITY PROCUREMENT CONTACT:	CITY DEPARTMENT CONTACT:	CONTRACTOR CONTACT:
Procurement Division Shanequa Nabors, Buyer 900 E. Strawbridge Ave Melbourne, FL 32901 shanequa.nabors@mlbfl.org P: 321-608-7066 F: 321-608-7070	Human Resources Dr. Kimberly Foxworth, Director of HR 900 E. Strawbridge Ave Melbourne, FL 32901 kimberly.foxworth@mlbfl.org P: 321-608-7802 F: 321-608-7818	AUE Staffing, Inc. Elizabeth Torres, Manager 1600 Sarno Road, Suite 109 Melbourne, FL 32935 etorres@auestaffing.com P: 321-622-8306 F: 321-622-8309

This Contract consists of the following documents: (Mark "X" where applicable)

- ☒ Exhibit A: Standard Terms and Conditions of Purchase Agreement - Services (Std Version 12/16/2020)
 - ☒ Exhibit A1. Statement of Work
 - ☒ Exhibit A2. Performance Standards/ Quality Requirements
 - ☐ Exhibit A3. Maintenance Agreement
 - ☒ Exhibit A4. Pricing Schedule
- ☒ Exhibit B: Supplemental Provisions
- ☐ Exhibit C: Federal Compliance Provisions
- ☐ Exhibit D: Bid Specifications
- ☒ Exhibit D1: Invitation to Bid # **ITB-B21014S-0-2021/SN**, as modified by addenda (the "ITB")
- ☐ Exhibit D2: Request for Proposal # RFP _____, as modified by addenda (the "RFP")
- ☒ Exhibit D3: CONTRACTOR's Responsive Bid dated **March 25, 2021**, but only to the extent responsive to CITY's ITB or RFP, as the case may be (the "Bid")

CITY may purchase and CONTRACTOR shall sell the Services (and Items incidental thereto) as described in Exhibit A1 at prices specified in Exhibit A4, in accordance with the terms and conditions of this Contract and the documents marked above as Exhibits, all incorporated herein by reference. This Contract commences on **July 30, 2021** (the "Commencement Date"), subject to the Effective Date. This Contract expires on **July 29, 2022** (the "Expiration Date") and ☐ is not renewable ☒ is renewable for up to **four (4) additional 12-month** terms.

CITY:

CITY OF MELBOURNE,
a Florida municipal corporation

Shannon M. Lewis, City Manager Date 7.14.2021

ATTEST: [Signature]
Kevin McKeown, City Clerk

CONTRACTOR:

AUE STAFFING, INC.,

a Florida corporation

Signature Melody Martin Date 06/02/2021

Name: Melody Martin

Title: President

City Use Only

Initial Method of Procurement (mark):

☒ ITB # **ITB-B21014S-0-2021/SN**

☐ RFP # _____

☐ Exception: _____

Commencement Date: 7/30/2021

** Note: But effective no earlier than last of the parties to execute

Expiration Date: 7/29/2022

Renewal: ☐ No ☒ Yes 4 terms ☐ Not Applicable

Council/ City Manager Approval Date: 7/13/2021

EXHIBIT A

STANDARD TERMS AND CONDITIONS OF PURCHASE AGREEMENT – SERVICES

1. DEFINITIONS

- A. "Item(s)" means any goods or items, including intellectual property, provided by CONTRACTOR incidental to the Services.
- B. "Hazardous Materials" are or contain dangerous goods, chemicals, contaminants, substances, pollutants, or any other materials that are defined as hazardous by relevant local, state, national, or international law, regulations, and standards.
- C. "Purchase Order" is CITY's document setting forth specific Services to be rendered and Order information.
- D. "Order" means CITY's authorization for CONTRACTOR to provide the Services defined in accordance with the CITY's Purchase Order sent to CONTRACTOR.
- E. "Service(s)" means the work which CONTRACTOR is to perform for CITY as set forth in Exhibit A1 in compliance with the Performance Standards of Exhibit A2 and the Maintenance Agreement of Exhibit A3.
- F. "Commencement Date" and "Expiration Date" are defined as set forth on the first page of this Contract and shall apply to term contracts.

2. TERM OF AGREEMENT

The term of this Contract shall begin on the Effective Date, and continue to the Expiration Date. The Effective Date of this Contract shall be the date of the last of the parties to sign.

3. PRICING

- A. Prices set forth on Exhibit A4 shall remain fixed for the duration of this Contract except as provided herein.
- B. The price charged CITY for any Service shall always be CONTRACTOR's lowest price charged any customer for that equivalent Service regardless of any special terms, conditions, rebates, or allowances of any nature. If CONTRACTOR sells any Service to any customer at a price less than that set forth herein, CONTRACTOR shall adjust its price to the lower price for any un-invoiced Service and for all future invoices for such Service. For purposes of comparing price under this Paragraph, the price and/or conversion costs of Services shall include those CONTRACTOR cost components which are generic to the Services as compared to other similar services generally provided by CONTRACTOR. Such comparison shall be made to the extent Services have similar characteristics, such as labor rates, turnkey material costs, storage expenses, or other specific comparison criteria agreed upon by the parties.
- C. In the event CONTRACTOR offers a lower price, either as a general price drop or only to some customer(s) for any reason, CONTRACTOR shall immediately inform CITY of this price and rebate to CITY an amount equal to the difference in the price paid by CITY and the lower price for all such Services provided during the preceding thirty (30) days.
- D. All Applicable taxes and other charges such as duties, customs, tariffs, imposts, and government imposed surcharges paid by CONTRACTOR shall be stated separately on CONTRACTOR's invoice and borne by CONTRACTOR. In the event that CITY is prohibited by law from remitting payments to the CONTRACTOR unless CITY deducts or withholds taxes therefrom on behalf of the local taxing jurisdiction, then CITY shall duly withhold such taxes and shall remit the remaining net invoice amount to the CONTRACTOR. CITY shall not reimburse CONTRACTOR for the amount of such taxes withheld.
- E. The purchase of equipment, materials, and/or service by the CITY may be exempt from the payment of excise, transportation and sales tax imposed by the federal, state and/or other city governments. Upon request, applicable federal excise exemption certificates will be furnished to CONTRACTOR.
- F. Additional costs including such taxes, surcharges and delivery costs, except those described on Exhibit A4, will not be paid or

reimbursed without CITY's prior written approval.

- G. CITY reserves the right to have CONTRACTOR's records inspected and audited to ensure compliance with this Contract. At CITY's option or upon CONTRACTOR's written demand, such audit will be performed by an independent third party at CITY's expense. However, if CONTRACTOR is found to not be complying with this Contract in any way, CONTRACTOR shall reimburse CITY for all costs associated with the audit, along with any discrepancies discovered, within thirty (30) days after completion of the audit. The results of such audit shall be kept confidential by the auditor to the extent allowed by law and, if conducted by a third party, only CONTRACTOR's failures to abide by the obligations of this Contract shall be reported to CITY.

4. INVOICING AND PAYMENT

- A. Payment for Services as specified in the contract shall be processed promptly after performance of Services and after receipt of properly prepared invoice(s). Original invoices shall be submitted and shall include: purchase agreement number from the Purchase Order, purchase order number, line item number, Order number, part number, complete bill to address, description of Services, quantities, unit price, extended totals, and any applicable taxes or other charges. For payment, Seller must render original invoice to the City of Melbourne, Accounts Payable Division, 900 East Strawbridge Avenue, Melbourne, Florida 32901.
- B. CONTRACTOR shall be responsible for and hold the CITY harmless for any and all payments to CONTRACTOR's vendors or subcontractors utilized in the performance of the Services.
- C. Discounts for prompt payment will not be considered in bid evaluations, unless otherwise specified. Offered discounts, however, will be taken if payment is made within the discount period.
- D. Payment is made when CITY's check is mailed or EDI funds transfer initiated.
- E. CITY is a local governmental entity subject to the Local Government Prompt Payment Act, §218.70, *et seq.*, Fla. Stat. and payment by CITY shall be made in compliance with said Act. Late charges may be assessed subject to said Act but only to the extent set forth in this Contract.
- F. No payments shall be made in advance of acceptance of services not covered under this Contract nor for Services not acceptable to CITY.
- G. CONTRACTOR agrees to invoice CITY no later than sixty (60) days after performance of Services. CITY will not be obligated to make payment against any invoices submitted after such period.
- H. Payment by the CITY shall be subject to approval and acceptance of Services by CITY. Notwithstanding the foregoing, CITY's payment shall not constitute acceptance.

5. NON-APPROPRIATION –

All funds for payment by CITY under this Contract are subject to the availability of an annual appropriation for this purpose by the Melbourne City Council. In the event of non-appropriation of funds by the Melbourne City Council for the Services provided under this Contract, CITY will terminate this Contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the Services covered by this Contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Contract, CONTRACTOR on thirty (30) days prior written notice shall accept cancellation, but failure to give such notice shall be of no effect and CITY shall not be obligated under this Contract beyond the date of termination.

6. NON-EXCLUSIVITY

The right to provide the Services, which will be granted under this Contract, shall not be exclusive. The CITY reserves the right to competitively bid any Services from another provider when it is in the best interest of CITY.

7. TERMINATION

- A. CITY may terminate this Contract or any Purchase Order issued, or any part thereof, at any time for its sole convenience by giving thirty (30) days written notice of termination to CONTRACTOR.
- B. CITY may terminate this Contract upon written notice to CONTRACTOR in the event CONTRACTOR defaults on any of the terms and conditions of this Contract and such failure continues for a period of fifteen (15) days following notice from CITY specifying the default.
- C. Notwithstanding the foregoing, CITY may immediately terminate this Contract, without providing CONTRACTOR with notice of default or an opportunity to cure, if CITY determines that CONTRACTOR has failed to comply with any of the terms and conditions of this Contract related to safety, indemnification or insurance coverage.
- D. Notwithstanding the foregoing, CITY reserves the right to immediately terminate this Contract by providing written notice to CONTRACTOR but without an opportunity to cure if CITY determines CONTRACTOR knowingly furnished any statement, representation, warranty or certification in connection with the solicitation of CONTRACTOR's bid or this Contract, which representation was materially false, deceptive, incorrect, or incomplete.
- E. Notwithstanding the foregoing, CITY reserves the right to immediately terminate the contract by providing written notice to CONTRACTOR if the State of Florida or the federal government enacts a law, which removes or restricts the authority of CITY to conduct all or part of its function.
- F. Upon receipt of such notice of termination, CONTRACTOR shall: (1) discontinue the terminated work in accordance with CITY's instructions, (2) thereafter perform only such portion of the work not terminated, (3) not place further orders or enter into further subcontracts for Services relating to this Contract, and (4) terminate all existing orders and subcontracts insofar as such orders and subcontracts relate to the performance of this Contract.
- G. There shall be no termination charges for Services not yet provided. The CITY will be responsible for payment of authorized Services already provided by CONTRACTOR but not yet invoiced, provided such Services have been approved by the CITY. Upon payment of CONTRACTOR's claims, the CITY shall be entitled to all work and materials paid for.
- H. Before assuming any payment obligation under this section, the CITY may inspect CONTRACTOR's work in process and audit all relevant documents prior to paying CONTRACTOR's invoice.
- I. There shall be no charges for termination of orders for Services. Notwithstanding anything to the contrary, CONTRACTOR shall not be compensated in any way for any work done after receipt of CITY's notice, nor for any costs incurred by CONTRACTOR's suppliers or subcontractors after CONTRACTOR receives the notice, nor for any costs CONTRACTOR could reasonably have avoided.
- J. Notwithstanding anything else in this Contract, failure to meet the performance date(s) in this Contract shall be considered a material breach of contract and shall allow CITY to terminate the order for the Services and/or any subsequent Orders in the Purchase Order without any liability.

8. FORCE MAJEURE

Neither party shall be responsible for its failure to perform due to causes beyond its reasonable control such as acts of God, fire, theft, war, riot, embargoes, or acts of civil or military authorities. If Services are to be delayed by such contingencies, CONTRACTOR shall immediately notify CITY in writing and CITY may either: (i) extend time of performance; or (ii) terminate all or part of the uncompleted portion of the Purchase Order at no cost to CITY.

9. SCHEDULING AND ORDERS

- A. CONTRACTOR shall promptly perform Services as scheduled or shall promptly notify the CITY if unable to perform any scheduled Services and shall state the reasons.
- B. CITY may place any portion of an Order on hold by notice which shall take effect immediately upon receipt. Orders placed on hold will be rescheduled or canceled within a reasonable time.
- C. CITY shall have no obligation with respect to the purchase of Services under this Contract until such Services are specified in an issued Purchase Order.
- D. CONTRACTOR, in performing work under this Contract, shall provide and maintain during the life of this Contract, equipment and staff sufficient in number, condition and capacity to efficiently perform the work and provide the Services required by this Contract.

10. WARRANTY

- A. CONTRACTOR represents and warrants that all Services provided shall be performed in a workmanlike and competent manner in accordance with the highest professional standards in CONTRACTOR's trade or industry, and shall meet the descriptions and specifications provided on Exhibit A1 and the performance standards stated in Exhibit A2. CITY may inspect and test all Items and review Services at reasonable times in such manner as shall not unreasonably hinder or delay CONTRACTOR's performance. All Items and Services shall be received subject to CITY's inspection, testing, approval, and acceptance at CITY's premises notwithstanding any inspection or testing at CONTRACTOR's premises or any prior payment for such Services. Items rejected by CITY as not conforming to this Contract or specifications, whether provided by CITY or furnished with the Item, may be returned to CONTRACTOR at CONTRACTOR's risk and expense and, at CITY's request, shall immediately be repaired or replaced.
- B. CONTRACTOR makes the following warranties regarding Items furnished hereunder, which shall survive any delivery, inspection, acceptance, payment, or resale of the Services and Items:
 - (i) Items will not infringe any party's intellectual property rights;
 - (ii) CONTRACTOR has the necessary right, title, and interest to provide said Items to CITY, and the Items will be free of liens and encumbrances;
 - (iii) Items are new, and of the grade and quality specified;
 - (iv) Items are free from defects in workmanship and material, conform to all samples, drawings, descriptions, and specifications furnished or published by CONTRACTOR, and to any other agreed-to specifications; and
 - (v) Items conform to the manufacturing quality provisions set forth in Exhibit A2.
- C. If CONTRACTOR breaches any of the foregoing warranties, or Items are otherwise non-conforming, during a period of three (3) years after CITY's acceptance of Services, CONTRACTOR shall, at CITY's option, (i) promptly correct any non-conforming or defective workmanship at no additional cost to the CITY; or (ii) CONTRACTOR shall promptly repair, replace, or refund the amount paid for such Items and Services; and (iii) shall pay to CITY all incidental and consequential damages arising from breach of the foregoing warranties. CONTRACTOR shall bear the cost of shipping and risk of loss of all defective or non-conforming Items while in transit. Notwithstanding the foregoing, the parties agree that the term of the manufacturer's standard warranty shall apply to all manufacturing defects.

11. INDEPENDENT CONTRACTOR

In performing Services under this Contract, CONTRACTOR is an independent contractor and its personnel and other representatives shall not act as nor be agents or employees of the CITY. As an independent contractor, CONTRACTOR will be solely responsible for determining the means and methods for performing the required Services. CONTRACTOR shall have complete charge and responsibility for personnel employed by CONTRACTOR; however, the CITY reserves the right to instruct CONTRACTOR to remove from the CITY's premises immediately any of CONTRACTOR's personnel who

are in breach of Paragraph 17 herein. Such removal shall not relieve CONTRACTOR's obligation to provide Services under this Contract.

12. SECURITY

CONTRACTOR confirms that employees of CONTRACTOR performing work at the CITY's facilities have no record of criminal convictions involving drugs, assault or combative behavior, or theft within the last five years. CONTRACTOR understands that such employees may be subject to criminal history investigations by the CITY at the CITY's expense and may be denied access to the CITY's facilities if any such criminal convictions are discovered.

13. OWNERSHIP AND BAILMENT RESPONSIBILITIES

- A. Any specifications, drawings, schematics, technical information, data, tools, dies, patterns, masks, gauges, computers, test equipment, and other materials furnished or paid for by CITY shall: (i) remain or become the CITY's property; (ii) be used by CONTRACTOR exclusively for CITY's orders; (iii) be clearly marked as CITY's property and segregated when not in use; (iv) be kept in good working condition at CONTRACTOR's expense; and (v) be shipped to CITY promptly on demand.
- B. CONTRACTOR shall insure CITY's personal property and be liable for loss or damage while in CONTRACTOR's possession or control, ordinary wear and tear excepted.

14. ASSIGNMENT OF INTELLECTUAL PROPERTY

CONTRACTOR hereby assigns to CITY all right, title, and interest to all intellectual property created by the CONTRACTOR arising out of or utilized by the CONTRACTOR in the performance of this Contract and the ownership of the intellectual property shall be vested solely in the CITY. In respect to copyrights, this assignment shall be effective for the entire duration of the copyrights and shall include, but not be limited to, all rights to derivative works. The CONTRACTOR waives all rights of attribution and integrity for specific works created by CONTRACTOR under this Contract.

15. INTELLECTUAL PROPERTY INDEMNIFICATION

CONTRACTOR shall defend, indemnify, and hold CITY and its employees, officers, agents, representatives, and subcontractors harmless from any costs, expenses (including reasonable attorneys' fees), losses, damages, or liabilities incurred because of actual or alleged infringement of any patent, copyright, trade secret, trademark, maskwork, or other intellectual property right, arising out of the use or sale of Items or CONTRACTOR's Services. If an injunction issues as a result of any such claim or action, CONTRACTOR agrees at CONTRACTOR's expense and CITY's option to either: (i) procure the right to continue using Items; (ii) replace them with non-infringing Items; (iii) modify them so they become non-infringing; or (iv) refund to the CITY the amount paid for any Items returned to CONTRACTOR or for any Item destroyed and for Services connected therewith.

16. GENERAL INDEMNIFICATION

CONTRACTOR shall, to the fullest extent permitted by law, protect, defend, indemnify, and hold CITY and its employees, officers, agents, representatives, and subcontractors harmless from and against any and all claims, liabilities, demands, penalties, forfeitures, suits, judgments, and the associated costs and expenses (including attorney's fees), which may hereafter incur, become responsible for, or pay out as a result of: death or personal injury (including bodily injury) to any person, destruction or damage to any property, contamination of or adverse effects on the environment, and any clean up costs in connection therewith, or any violation of law, governmental regulation or orders, to the extent caused by (i) CONTRACTOR's breach of any term or provision of this Contract; (ii) any negligent or willful acts, errors, or omissions by CONTRACTOR, its employees, officers, agents, representatives, or subcontractors in the performance of this Contract; or (iii) dangerous defects in Items. In agreeing to this paragraph the CITY does not intend to alter, extend or waive

any defense of sovereign immunity to which it may be entitled under the Florida Constitution, §768.28, Fla. Stat. or otherwise provided.

17. COMPLIANCE WITH LAWS

- A. CONTRACTOR shall comply with all national, state, and local laws and regulations governing the manufacture, transportation, and/or sale of Items and/or the performance of services in the course of this Contract. Lack of knowledge by CONTRACTOR shall in no way be cause for relief from responsibility. These may include, but are not limited to, Department of Commerce, Environmental Protection Agency, and Department of Transportation regulations applicable to Hazardous Materials and all immigration, employment and labor laws governing CONTRACTOR's personnel providing Services to the CITY.
- B. CONTRACTOR represents and warrants that it is in compliance with Equal Employment Opportunity regulations, unless exempted or inapplicable.
- C. CONTRACTOR represents and warrants that the Items supplied and Services provided to the CITY shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended. Upon request of CITY, CONTRACTOR shall provide copies of CONTRACTOR's OSHA 300 safety logs (summaries only) and the safety logs (summaries only) of CONTRACTOR's subcontractors for the past twenty-four (24) months.
- D. CITY actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). CONTRACTOR shall establish appropriate procedures and controls so no services or products under this Contract will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. CONTRACTOR shall register with the E-Verify system operated by the United States Department of Homeland Security and shall verify through the E-Verify system the employment eligibility of persons providing labor, supplies or services in exchange for salary, wages or other remuneration as required by §448.095, Fla. Stat. Notwithstanding anything to the contrary in this Contract, the CITY reserves the right to terminate this Contract in accordance with §448.095, Fla. Stat.
- E. CONTRACTOR represents and warrants that is not listed on the State of Florida's convicted vendor listing established under the provisions of §287.133, Fla. Stat., whereby the State of Florida maintains a convicted vendor listing which excludes those listed suppliers from bid submittal for a period of thirty-six (36) months.
- F. CONTRACTOR shall maintain, for the duration of this Contract, all valid licenses and certificates required for the performance of work and Services and provision of Items.
- G. Subject to *Odebrecht Construction, Inc., v. Prasad and Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation* and their progeny, this sub-paragraph applies to any contract for Services and Items of \$1 million or more. CONTRACTOR certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in §287.135, Fla. Stat., as may be amended or revised. CITY may terminate this Contract at the CITY's option if CONTRACTOR is found to have submitted a false certification as provided under subsection (5) of § 287.135, Fla. Stat., as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria, as defined in §287.135, Fla. Stat., as may be amended or revised.
- H. CONTRACTOR agrees to abide by all of CITY's rules and regulations while on CITY's premises or performing Services including, but not limited to, safety, health and Hazardous

Material management rules, and rules prohibiting misconduct on CITY's premises such as use of physical aggression against persons or property, harassment, and theft. CONTRACTOR will perform only those Services identified on Exhibit A1 and will work only in areas designated for such Services. CONTRACTOR shall take all reasonable precautions to ensure safe working procedures and conditions for performance on CITY's premises and shall keep CITY's site neat and free from debris.

- I. Failure to comply with this Paragraph shall be considered a breach of contract.

18. RETENTION AND AUDIT

- A. CONTRACTOR understands and agrees that CITY is a public entity subject to the Florida Public Records Law and, as such, CONTRACTOR agrees to retain public records, and upon request by CITY provide to CITY those public records requested, which retention and access shall be pursuant to Chapter 119, Fla. Stat..
- B. The CITY reserves the right to audit the records of CONTRACTOR for the Services and Items provided under this Contract at any time during the performance and term of this Contract and for a period of five (5) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR agrees to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR in relation to this Contract at any and all times during normal business hours during the term of this Contract. Records relating to the performance of this Contract shall be made available to CITY for audit upon reasonable notice.
- C. A request to inspect or copy public records relating to this Contract for Services must be made directly to the CITY and CONTRACTOR shall not release a public record in response to a request arising from anyone other than the CITY.
- D. To the extent CONTRACTOR is "acting on behalf of the CITY" CONTRACTOR shall be subject to the following provisions:
 - (i) As required by §119.0701, Fla. Stat., CONTRACTOR shall
 - (1) Keep and maintain public records required by the CITY to perform the Services.
 - (2) Upon request from the CITY, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law.
 - (3) Ensure that public records are exempt or confidential and exempt from public records disclosure requirements that are not disclosed except as authorized by law for the duration of the Contract and following completion of the Contract if the CONTRACTOR does not transfer the records to the CITY.
 - (4) Upon completion of the Contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the Service. If the CONTRACTOR transfers all public records to the CITY 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 records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.
 - (ii) The CONTRACTOR who fails to produce the public records as required by §119.0701, Fla. Stat. may be subject to penalties pursuant to §119.10, Fla. Stat. and civil action pursuant to §119.0701(4) and such failure to produce shall be considered a material breach of this Contract by CONTRACTOR. In the event of such breach, in addition to all other remedies available, CONTRACTOR shall pay to CITY all incidental and consequential damages arising from such breach, including attorneys' fees and costs incurred by the CITY in defending a public records action as well as those assessed against the CITY in such public records action.

(iii) The term "public record" as used in this section includes all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics or means of transmission, made or received pursuant to law or ordinance and in connection with the transaction of official business by or on behalf of the CITY. Guidance as to whether something is a "public record," whether the public record is confidential or exempt, and the applicability or implementation of the provisions of Florida public records law, may be sought from the CITY's City Attorney's Office or the City Clerk's Office; provided that the CONTRACTOR hereby agrees that neither the City Attorney's Office nor the City Clerk's Office is providing legal or other advice to be relied upon by CONTRACTOR.

19. MERGER, MODIFICATION, WAIVER, AND REMEDIES

- A. This Contract contains the entire understanding between the CITY and CONTRACTOR with respect to the subject matter hereof and merges and supersedes all prior and contemporaneous agreements, dealings and negotiations. No modification, alteration, or amendment shall be effective unless made in writing, dated and signed by duly authorized representatives of both parties. Any additional or different terms in CONTRACTOR'S documents are deemed to be material alterations and notice of objection to and rejection of them is hereby given.
- B. CONTRACTOR shall not substitute the Items.
- C. In the event of any conflict between or among this Contract or any ambiguity or missing specifications or instruction, the following priority is established:
 - First, the "Supplemental Provisions" set forth as Exhibit B to the Contract;
 - Second, the "Federal Provisions" set forth as Exhibit C to the Contract;
 - Third, these "Standard Terms and Conditions of Purchase Agreement – Services" incorporated by reference into the Contract.
 - Fourth, CITY's Invitation to Bid or CITY's Request for Proposal, as the case may be, with supporting addenda and CONTRACTOR's bid but only to the extent responsive to CITY's request, collectively set forth as Exhibit D to the Contract.
- D. No waiver of any breach hereof shall be held to be a waiver of any other or subsequent breach.
- E. CITY's rights and remedies herein are in addition to any other rights and remedies provided by law or in equity.
- F. If any provision of this Contract is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect the validity of the remaining provisions unless CITY determines in its discretion that the court's determination causes this Contract to fail in any of its essential purposes.
- G. Notwithstanding anything else contained in this Contract, CITY and CONTRACTOR specifically agree that failure to perform certain obligations undertaken in connection with this Contract would cause irreparable damage, and that monetary damages would not provide an adequate remedy in such event. The parties further agree that CONTRACTOR's failure to complete performance of the Services called for in this Contract or on any project Ordered under this Contract, or failure to perform or effect performance of Services as contracted are such certain obligations. Accordingly, it is agreed that, in addition to any other remedy to which the non-breaching party may be entitled, at law or in equity, the non-breaching party shall be entitled to an order of specific performance to compel performance of such obligations.

20. DISPUTES

In case of dispute arising under this Contract between the parties, the decision of the CITY of Melbourne shall be final and binding of both parties.

21. ASSIGNMENT; SUBCONTRACTORS

CONTRACTOR may neither assign nor factor any rights in nor delegate any obligations under this Contract or any portion

thereof without the written consent of the CITY. CITY may cancel this Contract for cause should CONTRACTOR attempt to make an unauthorized assignment of any right or obligation arising hereunder. This Contract may be amended only in writing signed by CONTRACTOR and CITY and subject to with the same degree of formality evidenced in this Contract. Nothing contained in this Contract will be construed as establishing any contractual relationship between CITY and any subcontractor of CONTRACTOR. CONTRACTOR will be fully responsible to CITY for the acts and omissions of the CONTRACTOR's subcontractor(s) and their employees. When subcontracting is allowed, any changes in subcontractors shall require prior written approval by the CITY.

22. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES
CITY encourages and agrees to CONTRACTOR extending the pricing, terms and conditions of this Contract to other governmental entities at the discretion of CONTRACTOR.

23. APPLICABLE LAW
This Contract is to be construed and interpreted according to the laws of the State of Florida and all legal proceedings regarding this Contract shall be filed in Brevard County, Florida.

24. HEADINGS

The headings provided in this Contract are for convenience only and shall not be used in interpreting or construing this Contract.

25. SURVIVAL

The provisions of Paragraphs 1 (Definitions), 10 (Warranty), 13 (Ownership and Bailment), 14 (Assignment of Intellectual Property), 15 (Intellectual Property Indemnification), 16 (General Indemnification), 18 (Retention and Audit), 19 (Merger, Modification, Waiver and Remedies), 20 (Disputes), 23 (Applicable Law), 24 (Headings), and 25 (Survival), and, as applicable, Exhibit A1 (Product Description and Statement of Work), Exhibit A2 (Performance Standards), Exhibit A3 (Maintenance Agreement except for Technical Support which expires or terminates), Exhibit C (Federal Compliance Provisions), all of which will survive any termination or expiration of this Contract.

26. TIME

Time is of the essence in the performance of this Contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AS FOLLOWS:

**City Clerk
900 East Strawbridge Avenue
Melbourne, Florida 32901
Telephone: 321-608-7220
Email: City.Clerk@MLBFL.org**

**THE REMAINDER OF THIS PAGE
INTENTIONALLY LEFT BLANK**

EXHIBIT A1

STATEMENT OF WORK

CONTRACTOR shall perform all work and provide all Services (and Items incidental thereto) set forth herein in compliance with the Performance Standards of Exhibit A2 and the Pricing Schedule of Exhibit A4.

I. GENERAL DESCRIPTION

CONTRACTOR shall provide temporary staffing services to various departments throughout the CITY, as specified in the scope of work. The CITY'S Human Resources Department shall be the liaison between using departments and divisions.

II. JOB CLASSIFICATIONS

- A. Clerical/Secretarial/Administrative/Office
- B. Maintenance/Custodial/Mechanical
- C. Recreational
- D. All other classifications

III. GENERAL WORK

A. The CITY'S Human Resources Department shall send a job order via email or telephone to the CONTRACTOR for each temporary staffing need. Job orders will include type of job, location of job, hours, expected duration of assignment, supervisor's name, and any other pertinent information. A copy of the job description will also be provided at the time of request. The CONTRACTOR shall contact the CITY'S Human Resources Department prior to assigning new employees to a job order and will assign the new employee as directed by the CITY'S Human Resources Department. The CONTRACTOR shall confirm via email or telephone to the CITY'S Human Resources Department, the name of the temporary employee assigned to their order. CONTRACTOR shall not supply any temporary employee without prior notification and approval from the CITY'S Human Resources Department and a confirming purchase order. The CITY shall determine the pay rate for each position filled.

B. Reports

CONTRACTOR shall provide the CITY'S Human Resources Department with monthly, and annual, electronic (i.e. Excel, Access, etc.) reports within 30 days after the end of the month. Reports shall be in a format acceptable to the CITY'S Human Resources Department. Reports shall provide the following information:

- Using Department/Division name
- Names of temporary staff who worked with the CITY during the contract
- Title for each job assignment worked
- Rate of pay for each job assignment
- Number of hours worked, by month, and year to date for each job assignment
- Total amount charged for temporary services per department/division.
- Total number of hours for all department/division combined
- Total amount charged for all department/division combined.

EXHIBIT A2

PERFORMANCE STANDARDS/QUALITY REQUIREMENTS

In addition to those requirements set forth in the Statement of Work attached and incorporated as Exhibit A1 to the Contract, all Services (and Items incidental thereto) and work provided by the CONTRACTOR shall conform to the following:

I. GENERAL REQUIREMENTS

- A. AUE Staffing, Inc., as Primary CONTRACTOR, shall ensure that all temporary employees report to work assignments within seventy-two (72) hours of notification by the CONTRACTOR. CONTRACTOR shall notify the CITY'S Human Resources Department within four (4) hours of request for a temporary employee if CONTRACTOR is unable to fill the service request. The CITY reserves the right to use secondary CONTRACTOR's if Primary CONTRACTOR is unable to fulfill the needs for a specific assignment within specified timeframe. In the event of illness or unforeseen emergencies regarding a temporary employee, CONTRACTOR shall be solely responsible for replacement of employee within seventy-two (72) hours of notification.
- B. CONTRACTOR shall certify that the temporary employees provided have been properly screened and qualified to perform their intended duties. Additional knowledge, skills, and abilities may be applicable for individual positions. CONTRACTOR shall provide a resume to the requesting department prior to commencement of work assignment and approval by department/division.
- C. No subcontractors are permitted to perform work under the Contract. CONTRACTOR shall ensure all personnel performing work under the Contract are under direct employment of the CONTRACTOR.
- D. CONTRACTOR shall ensure that all temporary employees abide by and adhere to the CITY'S policies and procedures while performing their assigned duties.
- E. CONTRACTOR shall ensure that temporary employees filling the requirements of this Contract report to their assigned workplace dressed in appropriate attire for the position being filled. This includes proper work shoes or boots as required. The CITY shall define proper attire at the time of request.
- F. Temporary employees shall provide their own transportation to the designated CITY facility at no cost to the CITY. Temporary employees shall NOT be permitted to drive CITY vehicles or operate CITY heavy equipment at any time unless it is specifically defined in the job description and the individual being assigned has the appropriate and necessary skills and credentials to do so. Temporary employees shall park in designated areas on CITY property. The CITY shall not be responsible for vehicles parked in tow away zones or any other area not owned by the CITY.
- G. CONTRACTOR shall ensure that temporary employee's report for work at the required time. The CITY'S regular work hours generally run from 7:30 a.m. to 4:00 p.m. or 8:30 a.m. to 5:00 p.m.; however, work hours will vary by department. Time shall not start until arrival time at the CITY location at the specified time. It is not the intention of the CITY to use temporary employees for overtime, holiday, or weekend work. In the event such occasions arise, the normal rule for overtime shall apply.
- H. The CITY agrees to guarantee a minimum of four (4) hours compensation per approved position for temporary staffing services, with the exception of unsatisfactory worker performance.
- I. Temporary employees shall not be entitled to participate in any of the CITY's benefit plans or paid holidays.
- J. When the incumbent term Contract has expired, temporary employees working under the Contract shall complete their work assignment per Contract terms. In instances where the employee is interested in continuing work with the CITY under the new Contract, the employee shall contact the awarded CONTRACTOR and apply for the position if they so desire.
- K. CONTRACTOR shall provide payment to temporary employees making the deductions required of employers by state, federal, and local laws, including deductions for social security and withholding taxes.

- L. CONTRACTOR shall be responsible for the administration of all employment and payroll requirements.
- M. CONTRACTOR shall be responsible for reporting and paying all appropriate taxes and fees to the IRS on tips received by temporary employees performing services under this Contract. CONTRACTOR'S invoices shall include, when applicable, the names of all temporary employees that reported tips during the appropriate billing periods, the total dollar amount of the reported tips for each temporary employee, the total of all reported tips, and the total amount to be paid by CITY. (Total reported tips shall be multiplied by the markup indicated in Exhibit A4 of this Contract).
- N. CONTRACTOR shall make all contributions for unemployment compensation funds as required by federal and state laws and process claims as indicated.
- O. Temporary employees recruited, screened and placed on assignment with the CITY by the CONTRACTOR are eligible for conversion to a permanent CITY position at no additional fee after a term of 520 hours. Earlier conversion is permitted based upon the chart below:

Time on Assignment	Prorated Fee Schedule
0 to 240 Hours	\$500.00
241 to 520 Hours	\$250.00
521 + Hours Until Day of Hire	\$0.00 (No Fee)

II. UNSATISFACTORY PERFORMANCE

- A. When a CITY department/division supervisor determines that a temporary employee is not performing satisfactorily or does not possess the minimum qualifications for the assignment, they shall inform the CITY'S Human Resources Department, who will notify the CONTRACTOR to provide a replacement for the temporary employee. The CITY shall be solely responsible for determining whether or not a temporary employee's performance is unsatisfactory. When it is determined by the CITY that a temporary employee is not performing satisfactorily or does not possess the minimum qualifications for the assignment, the CONTRACTOR shall waive all charges to the CITY for the temporary employee for up to four (4) hours of service.
- B. The CITY reserves the right to reject any temporary employee at any time during work assignment and stop their pay for, but not limited to, the following:
 - a. Violating CITY policies and procedures
 - b. Reporting to work unfit and unprepared to perform assigned duties
 - c. Using or under the influence of any controlled substances or alcohol
 - d. Engaging in inappropriate behavior
 - e. Using profanity or being verbally abusive
 - f. Possessing weapons of any kind
 - g. Deliberately destroying, damaging, or vandalizing any CITY property
 - h. Refusal to perform assigned duties and/or insubordination

III. SECURITY/BACKGROUND CHECK

- A. The CITY requires all CONTRACTOR employees entering CITY buildings to undergo background checks prior to commencement of assignments.
- B. CONTRACTOR shall ensure all temporary employees obtain background checks. The CITY shall specify the type of background check needed at the time of request.
- C. CONTRACTOR shall bear all costs for background checks.

- D. The designated supervisor shall determine how the CONTRACTOR's employees will receive access to CITY facilities which are not open to the public.

IV. INVOICING/PAYMENT

A. Invoices

The CITY shall pre-audit invoices submitted by the CONTRACTOR and pay the CONTRACTOR only for approved invoices. The CITY shall ensure that all CONTRACTOR invoices are legitimate and clearly identify the services rendered. If the CITY discovers errors in the billing statement, the CITY, shall notify the CONTRACTOR of the error. CONTRACTOR shall promptly submit a corrected invoice to the CITY. The time clock for payment of same shall commence when the corrected invoice has been resubmitted and received by the CITY. Failure to properly invoice will cause undue delay in payment and may be cause for cancellation of contract. CONTRACTOR shall submit invoices electronically on a monthly basis to the CITY'S Human Resources Department at human.resources@mlbfl.org.

Itemized invoices shall include the following information:

- Company Name
- Remittance address on the face of invoice
- CITY Purchase Order Number
- Invoice Number
- Invoice Date
- Number of hours worked
- Employee Name
- Hourly Rate
- Job Title
- Week Ending Date

B. Payment

Pursuant to the Florida Prompt Payment Act, the CITY shall pay CONTRACTOR within 45 days (with the exception of construction services) after receipt of an accurate and undisputed invoice. Invoices shall be submitted to the CITY's Accounts Payable Division. The Purchase Order number must appear on all itemized invoices and packing slips. CONTRACTOR shall address invoices to: City of Melbourne, Accounts Payable, 900 E. Strawbridge Avenue, Melbourne, FL 32901.

V. COMPLIANCE

- A. CONTRACTOR shall comply with all requirements of the law with respect to Workers Compensation, wage and hours law, American Disabilities Act, safety and health requirements, and any other federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the item(s) covered herein apply. Lack of knowledge by the CONTRACTOR shall in no way be cause for relief from responsibility.
- B. CONTRACTOR shall comply with all provisions of the Affordable Care Act (ACA) applicable to its temporary employee(s), including the employer shared responsibility provisions relating to the offer of "Minimum Essential Coverage" to "Full-Time Employees" and their "Dependents" (as those terms are defined in Internal Revenue Code Section 4980H and related regulations) and the applicable reporting provisions under Internal Revenue Code Section 6055 and 6056 and related regulations (the "Reporting Requirements"). CONTRACTOR shall indemnify and hold harmless CITY from any taxes or penalties, assessed under the ACA against CITY with respect to its temporary employee(s) who are full-time employees, due to CONTRACTOR'S failure: (i) to offer to such temporary employee(s) and their dependents "Minimum Essential Coverage"; (ii) to pay any taxes or penalties for failure to offer to such temporary employee(s) "Minimum Essential Coverage" that is "affordable" and provides "minimum value" (as those terms are defined in Internal Revenue Code Section 4980H and related regulations); or (iii) to comply with the Reporting Requirements. If CITY is notified by any governmental entity of CITY'S potential liability for any such taxes, penalties, or other similar liabilities relating to CONTRACTOR'S temporary

employee(s), CONTRACTOR shall fully cooperate, at CONTRACTOR'S reasonable expense, with CITY'S efforts to object to or appeal any such determination of liability or potential.

**THE REMAINDER OF THIS PAGE
INTENTIONALLY LEFT BLANK**

EXHIBIT A4

PRICING SCHEDULE

CONTRACTOR shall provide all Services (and items incidental thereto) and work set forth in this ITB for the costs stated below.

ITEM	DESCRIPTION	MULTIPLIER
1	General Clerical (Administrative, Secretarial, Office)	1.1892
2	Maintenance, Custodial, Mechanical	1.2088
3	Recreational	1.2064
4	All other positions	1.2051
5	Percentage of markup for reported tips received by temporary employees performing services. <i>(Markup shall be paid by the CITY to the CONTRACTOR and shall cover costs with no profit margin).</i>	11.55%
<i>This multiplier and percentage of markup shall not change throughout the term of the contract; however, the CITY'S hourly rate may change.</i>		

THE REMAINDER OF THIS PAGE
INTENTIONALLY LEFT BLANK

EXHIBIT B

SUPPLEMENTAL PROVISIONS

1. Bid.

This Contract is awarded based on CONTRACTOR's Bid responding to CITY's ITB. CONTRACTOR represents and warrants that all information and representations contained in the Bid is truthful to the best of CONTRACTOR's knowledge and belief and CONTRACTOR hereby restates and affirms all representations contained in the Bid.

2. Performance Bonds.

No performance bonds or payment bonds are required by this Contract.

3. Notice to Parties

- A. Notice to the City regarding terms and conditions of the Contract and changes in address/addressee shall be directed to the City Procurement Contact as identified on the cover page of this Contract. Notice and communication with the City regarding the Services shall be directed to the City Department Contact as identified on the cover page of this Contract. Invoices to CITY shall be directed to City of Melbourne, Accounts Payable, 900 East Strawbridge Avenue, Melbourne, Florida 32901.
- B. Notice and communication and changes in address/addressee to the CONTRACTOR shall be directed to the CONTRACTOR Contact as identified on the cover page of this Contract.
- C. Notice of default or notice of termination of this Contract shall be made in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested and shall be addressed as follows:

If to the CITY:

Procurement Manager
Procurement Division
City of Melbourne
900 East Strawbridge Avenue
Melbourne, Florida 32901

If to CONTRACTOR:

AUE Staffing, Inc.
1600 Sarno Road, Suite 109
Melbourne, FL 32935
Attention: Melody Martin, President

A party may unilaterally change its address or addressee by giving notice in writing to the other party as provided in this section. Thereafter, notices and other pertinent correspondence shall be addressed and transmitted to the new address.

4. Insurance Requirements

- A. Commercial General Liability Insurance. CONTRACTOR shall maintain in force for the duration of the contracted period Commercial General Liability Insurance with a limit of not less than \$1,000,000 per occurrence/aggregate and a deductible amount of not more than \$10,000 per claim. The Commercial General Liability Insurance Policy shall be endorsed to list the City of Melbourne as an Additional Insured, be written on an occurrence basis, not claims made, and be issued by an insurance company licensed to do business in the State of Florida with an A.M. Best's rating of A or higher. Other specific policy endorsements may be required by the Contract, depending upon the type and scope of work to be performed. The CONTRACTOR shall require each Subcontractor to maintain Subcontractor's Commercial General Liability Insurance coverage with insurance company licensed in the State of Florida in amounts satisfactory to the CONTRACTOR or insure the activities of the Subcontractors in CONTRACTOR's own policy.

- B. Business Automobile Liability Insurance. CONTRACTOR shall maintain in force for the duration of the contracted period Business Automobile Liability Insurance with a limit not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles. In the event the CONTRACTOR does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the CONTRACTOR to maintain only Hired & Non-Owned Auto Liability Insurance.
- C. Workers Compensation & Employer's Liability Insurance. CONTRACTOR shall maintain in force for the duration of the contracted period Florida Workers Compensation Insurance at Statutory limits and Employers Liability Insurance with limits of at least \$500,000 each accident, \$500,000 each disease/employee and \$500,000 per disease/policy limit. CONTRACTOR shall require their Subcontractor(s) similarly to provide Worker's Compensation Insurance for all of the latter's employees engaged in such work unless such employees are covered by the protection afforded by the CONTRACTOR's Worker's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under the Worker's Compensation statute, the CONTRACTOR shall provide and shall cause each Subcontractor to provide adequate insurance for the protection of employees not otherwise protected.
- D. Proof of Insurance. CONTRACTOR shall submit proof of the required insurance to CITY in the form of Certificates of Insurance. Such certificates shall clearly show the insurance coverage required by the Contract. In the case of Commercial General Liability Insurance, a copy of the Additional Insured Endorsement page issued by the underwriting insurance company showing that the City of Melbourne has been listed as an Additional Insured on the policy shall accompany the Certificate of Insurance.

**THE REMAINDER OF THIS PAGE
INTENTIONALLY LEFT BLANK**

EXHIBIT D1

INVITATION TO BID

On file in the Procurement Division

EXHIBIT D3

CONTRACTOR'S RESPONSIVE BID/PROPOSAL

On file in the Procurement Division

AUE STAFFING, INC.

INVITATION TO BID

ITB-B21014S-0-2021/SN

**TEMPORARY STAFFING SERVICES – TERM
CONTRACT**

CITY OF MELBOURNE



Presented To:

City of Melbourne
Shanequa Nabors
Procurement Division
900 E. Strawbridge Avenue
Melbourne, FL 32901

Presented By:

AUE STAFFING, INC.
1600 Sarno Road
Suite 109
Melbourne, FL 32935
(321)622-8306(O)
(321)622-8309 (F)
www.auestaffing.com

AUE STAFFING, INC.

TABLE OF CONTENTS

Proposal Cover Letter.....	3
Management Plan.....	9
<u>ITB Forms</u>	
Bid Submittal Checklist.....	14
Acknowledgement of Addenda.....	16
Bidder Questionnaire.....	17
Drug-Free Workplace Certificate.....	18
Local Vendor Preference Affidavit of Eligibility.....	19
Disclosure of Subcontractors.....	20
Confidential/Proprietary Information.....	21
Certification Regarding Lobbying.....	22
Conflict of Interest Certification.....	23
Non-Collusion Affidavit	24
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.....	25
Vendor Certification Regarding Scrutinized Companies' List.....	26
Contractor's Compliance with Employee Eligibility Requirements	27
<u>Exhibits</u>	
A4 – Pricing Schedule.....	28
B – Supplemental Provisions.....	29
<u>Additional Submittal Documents/Items</u>	
Copy of Current Insurance Certificates, Policy Declarations Page.....	30
Copy of Business Tax Receipt – City & County, State of Florida, Division of Corporations.....	35



Cover Letter

3/25/2021

To the City of Melbourne Purchasing Team,

AUE Staffing, Inc. was established in 2005, we have been in the business of providing turn-key professionals for both State and local administrations, including many school districts and multiple municipalities throughout Florida. Initially established under the name AUE Staffing Solutions in 2005 and then reformed as AUE Staffing, Inc. in 2011. We have developed an exclusive yet efficient process that allows our staffing specialists to work closely with your administration to effusively define your staffing and service needs. Our team of internal employees have over 40+ years of experience in the staffing industry.

We understand that these needs vary from day-to-day depending upon the day of week, seasonal peaks, and the current work-load. AUE Staffing, Inc. specialists have been trained to not only fulfill these specific needs on a regular basis, but they have been trained to anticipate when your need will inevitably ebb and flow throughout your Fiscal Calendar.

We have found that the staffing business has lost some of the personal touch that made it valuable to use; many of our current competitors lost focus of what makes a staffing agency advantageous and we have seen a turn of tides to include a more corporate and far-less personal mentality. AUE Staffing, Inc. is not a mechanical staffing agency; we strive to be the missing piece within your city. We work to set up a more collaborative environment that will never leave you feeling misplaced or without assistance. We understand your priorities and continuously work to provide you the best service available.

We look forward to the opportunity to work with City of Melbourne on your Temporary Staffing needs.

A handwritten signature in blue ink that reads "Melody Martin".

Melody Martin, President
777 E. Altamonte Drive
Altamonte Springs, FL 32701
(321) 397-2555 - Office
(941) 587-8765 - Cell
MMartin@AUEStaffing.com

AUE STAFFING, INC.

Proposed Background and Experience:

AUE Staffing, Inc. Methodology – With any order that comes to AUE Staffing, Inc. from our clients, we evaluate the need and the speed in which we need to fill the position. From standard job orders to rush orders we approach them slightly different. Beyond these differences we tackle the vetting of each prospective employee as follows.

Placement for Standard Job Orders – For orders that have a standard turn-around time, AUE Staffing, Inc. has the capability of providing staff members in a more client conducive process. Depending upon the timeframe/advance notice, we have the ability to gather resumes and allow the client to either review the applicants' qualifications or review and meet with the applicants prior to placement. Obviously, the more time we have prior to when the person is needed to report, the more time that we have to customize our process to your needs. We have the ability to involve the Client as much or as little as requested.

Placement for Rush Orders – Our recruiters are constantly recruiting. We are constantly looking and adding to our employee pool. We understand that while an individual may not be good for a specific position that does not mean they are not good for another position with another client or position. Once applicants are in our system, we remain in close contact with the available applicants. Communication is managed through phone, email and text messaging whichever the applicant prefers. We have learned that it is not unusual to have a position open that requires an immediate or next day turn around placement. Due to our constant communication with our available applicants, more times than not, we already have a mental list that may be a good fit for a position.

On the chance that a position comes up that we do not have an immediately available applicant, our stellar recruiting staff immediately goes to work. We utilize all the various social media platforms available to fill positions. This can be posting the positions via Craigslist, Indeed, etc. We also utilize methods such as Facebook, Twitter, LinkedIn and more to immediately advertise for an open position.

Even though a position may require a quick turnaround, that does not mean that we then sacrifice the quality that we are known to provide. What that means, is we work harder. Our recruiting staff has been known to meet an applicant at a Starbucks after hours to ensure we are able to lock down their employment for immediate placement.

At AUE Staffing, Inc. we can earnestly say that our client's satisfaction is our number one priority. We understand that when a client is not happy, we have not done our job. So, with that mindset, we value and uphold our reputation to ensure that when someone hears our name they find it synonymous to quality.

At AUE Staffing, Inc. we can earnestly say that our client's satisfaction is our number one priority. We understand that when a client is not happy, we have not done our job. So, with that mindset, we value and uphold our reputation to ensure that when someone hears our name they find it synonymous to quality.

AUE STAFFING, INC.

1.

Review

Review all incoming applications and resumes received. These applications can be received in a response to a current open position or in response to an open invitation to apply for new and potential positions in the area.

2.

Pre-Screen

It is imperative that we thoroughly vet each new and upcoming employee. This includes immediately communicating with the employee regarding the actual vs stated skills, verifying that the individual can be a good fit with any of our clients.

3.

In-Person Interview

We never submit an individual with your agency under any circumstance unless we have physically met them and properly vetted them. This practice allows us the ability to see and further determine an applicant's work ethic and their desire to complete the position as advertised.

4.

Orientation & Testing

Once we decide to bring a staff member on, we ensure that:

1. We have obtained all employee paperwork for complete document management
2. We submit the applicant for any required testing as requested by the client.
3. Go over any AUE or client orientation information, ensure each applicant has gone through safety training.
4. Verify that an applicant is able and ready for employment with a client.

5.

Drug Testing

Each staff member is required to submit a drug test prior to any placement. This is completed in-office and dependent upon the requirements, this is normally a 5-panel exam, but can be a 10-panel exam if requested. The test is administered to ensure a chain of command and the office recruiter signs off on the results of the test.

6.

Background ✓

AUE staffing submits all staff placed within a government agency to a thorough back-ground check. Dependent upon the position filled, we typically conduct either a Level 1 or Level 2 FDLE background check. Typically, for positions that do not require interaction with children, a Level 1 is completed, and results are received same day. For Level 2 checks it may take a slightly longer time dependent upon the area's response time to the check.

7.

Staff Placement

Once we have met the client, submitted them through all the applicable assessments and trainings, verified their clean drug scan and ensured we have a clean background we now have the ability to place an applicant/employee with our client.

AUE STAFFING, INC.

Technical Staff – With a staffing pool skilled in providing staff in all various levels of skills and abilities, we are well trained in quickly assessing and recognizing the types of positions and opportunities that an applicant will fit in. Combined our recruiters have over 40+ years of staffing experience and consistently work to provide the most stellar of services daily to all our clients.

Services Provided - AUE Staffing, Inc. is structured specifically to meet the needs of the City of Melbourne. Since we only service state and local municipalities, we provide a service-level far beyond the average staffing agency. We know and understand the varied regulations that you must follow beyond those that apply to the average business. From this knowledge, we can specifically cater our services to your business model and provide the level of service that you expect.

Services - We will always work diligently to fill your positions effectively and efficiently. Beyond successfully filling your positions we also manage all the employee's payroll needs. Payroll runs from Sunday to Saturday. At the conclusion of week, employees must finalize their timesheet and submit to their City of Melbourne supervisor for approval and signature. Timesheets are due to our office no later than Monday at noon. Our payroll department works to enter the time, our recruiters review the payroll numbers to verify accuracy. Upon completion payroll is set up to fund every Friday via direct deposit or a fee-free Paycard.

Payroll - Our Payroll department maintains all payroll records. Along with paying each employee weekly, we maintain all the applicable supporting documentation. At the conclusion of each week, our payroll department submits an invoice, which documents each individual's time identified, department/division, Purchase Order number, Supervisor, classification/job costs, hourly rate and date of hire included on it. Additionally, copies of all timesheets signed by each employee and supervisor.

Our Payroll department also receives and manages to process all weekly necessary payroll taxes, liens and garnishments. Our Worker's Compensation team quickly responds to and follows through the completion of each Workers' Compensation Claim and ensures proper administration of all claims. Additionally, we maintain all personnel documentation. From the required payroll forms to the employee's performance reviews and documentation.

Right-to-Hire – AUE Staffing, Inc. recruiters work diligently to place the best candidates with our clients. Due to this, it is not uncommon to see our clients want to bring an employee onto their own payroll. So, when this happens, we consider this a complement to our service, and as such we do not charge a fee so long as the employee has successfully worked 520 hours.

Temporary Personnel - Our recruiters are in the business of providing you the staff that you need. For every employee we will always ensure each individual is properly screened, hired and have the necessary skills and experience to fill all City of Melbourne positions.

AUE STAFFING, INC.

We do not stop at placing individuals within your organization. We continue to work with your organization through the duration of all job orders. We ensure we properly document an employee's performance, this is not just documenting poor performance, but positive performances as well. We keep track of an employees' attendance and late arrivals. We understand your needs and want to ensure your complete and total satisfaction. All overhead costs and fees are built into the rate presented in the bid.

Should there be a need for AUE Staffing, Inc. to immediately intervene based on an employees' performance, we immediately dispatch your AUE Staffing, Inc. team member to ensure the situation is directly managed. If the situation requires an employees' termination, we ensure any applicable badges, keys or other City of Melbourne proprietary property is secured and returned to you.

Background Checks - All our applicants placed with City of Melbourne will be submitted in either a Level 1 State based background check or a five-year Level 2 check. A Level 2 check is a state and national fingerprint-based check. This allows us to see all qualifying offences and monitor to ensure no offences for the following 5 years go unnoticed. Level 2 checks typically include:

- Fingerprint-based searches of records maintained by the Florida Department of Law Enforcement
- National FBI criminal history searches
- County criminal record searches through local courts or law enforcement agencies.

With a 5-year background check, if an employee has something that pops up within the 5 years, we are notified if there is a charge or pending charge. If something is triggered, we will automatically notify City of Melbourne to determine if the employee should be a do not use.

Additional Screening – Upon request by the City of Melbourne, we will gladly provide additional background screening to include:

- Identification Verification
- Vehicular records/Background
- FDLE Automated Criminal Record

Engagement Process - Our engagement process is entirely amiable. We customize our process for every client to accommodate the process as requested. To address the work outlined in the Scope of Work, we want to integrate into your workflow. We are not tied to any specific flow of work and can easily add or remove steps that do not work for your organization. We choose to integrate into your workflow to ensure the work done with AUE Staffing, Inc. makes your life easier and not more difficult. The core of AUE Staffing, Inc. is our belief we are a service provider. What sets us apart from other service providers is the level of service we aim to provide. We strive to accommodate all our client's needs.

AUE STAFFING, INC.

Project Manager – City of Melbourne will be assigned a lead recruiter that will be your point of contact for day-to-day activities. This is made as an ease of reference for your organization. Even though our recruiters work collaboratively to fill positions, we provide you a single point of contact to make doing business with AUE Staffing, Inc. an effortless partnership.

Even though you are assigned a Point-of-Contact, any person within the AUE Staffing, Inc. organization is willing and able to do what we can to help you. This includes anyone from recruiters to our President. We want to ensure complete client satisfaction in all we do.

Communication Methodology - AUE Staffing, Inc. works seamlessly in all various forms of communication. We consistently manage communications via email, telephone, fax, and even text messages. We will follow-suit in your preferred method of communication. We can work with you to develop an effective communication train that will properly meet your needs. This can also be completed via shared sheets and documents via Google. We are fully aware and understand the various methods, we work skillfully in all of them, and know to work with you to map out a methodology that works effortlessly with your specific needs.

Client Reporting – Our staffing software has the capability to provide various reports, although there is large array of information that we can provide in various forms upon request.

Unqualified Employees – AUE Staffing, Inc. agrees that should City of Melbourne determine an employee is unqualified to perform the work, AUE Staffing, Inc. will immediately terminate the employees and charge no fee to the City within the first 4 hours of the assignment.

Client Integration – Upon the execution of a contract between AUE Staffing, Inc. and City of Melbourne, we work to immediately begin work by scheduling an appointment with your designated AUE Staffing, Inc. team and your contract management team. At this point we look to identify your agency needs and timelines. This includes determining any regulatory requirements that will need to be administered in the set-up and initiation of services. At this meeting we also establish a timeline taking all your specifications into consideration, ensure that all of the applicable City of Melbourne and AUE Staffing, Inc. players understand what is expected of them.

On the AUE Staffing, Inc. side we can very quickly ramp up service to allow us the ability to begin placing staff onsite. While we have a broad supply of staff that has been properly vetted and ready for employment. A workflow which accommodates your specific needs will be developed between both AUE Staffing, Inc. and City of Melbourne.

AUE STAFFING, INC.

Approach to Quality Management

With a long-standing reputation, and a combined 40+ years of recruiting experience, the AUE Staffing, Inc. team comes with an exemplary example of our qualifications. Specializing in State and Local municipalities, gives us a unique background in mastering placements of unique qualifications. We are uniquely geared to your needs. How is this?

1. As a contractor that specializes solely on providing services to State and Local government agencies, we are intimately aware of City of Melbourne's needs. We know the positions that need to be filled, we know the qualifications that you are looking for, and the type of employees you are looking to have placed. We always look to recruit and place the most qualified and professional employees.
2. AUE Staffing, Inc. has a significantly high fill rate for our staffing orders. We aim to quickly and effectively place these qualified and professional employees to ensure the least amount of impact to your workload.
3. We aim for a 24-hour standard fill rate. This does not mean that we are incapable of meeting rush orders as well. We have been known to receive orders late in the evening and work to have an employee placed first thing in the morning.
4. Unparalleled customer service. AUE Staffing, Inc. has built its business based on a foundation of customer service. We understand that we are in a service industry, and truly the only way to succeed is to base our business model on going above and beyond all the competition. We know we must stand out from everyone else.
5. This is achieved by providing individual attention to focus on the needs of our clients. We understand that like people, each client is different and has diverse needs. So, our team leads, recruiters, accounting reps, etc. work to not only fulfill the needs of our clients, but we work to get to know you. If one client has a process that fits their needs, but that does not fit another's, we change how we do business to accommodate each client and their specific needs.

Projected Workload

As discussed, AUE Staffing, Inc.'s clients are government agencies, which includes multiple school districts, both County and City agencies and departments. On average, we have approximately 700+ staff members at any one time. This is managed by 3 senior recruiters, 4 recruiters, 4 accounting / payroll representatives, 2 support staff and led by Melody Martin, President and owner of AUE Staffing, Inc. All staff members are dedicated to ensuring we are meeting and exceeding every one of our client's expectations.



Ensured Satisfaction

Ensured satisfaction is not simply directed to our clients. We need to ensure satisfaction of both our clients, but also to the employees that we place. By ensuring we are building a cohesive team, we build a team that is destined for continued success.

Support and Quality Assurance Resources

All work completed by AUE Staffing, Inc. is backed by our uniform standard of care. This is our warranty to all our clients that we will continuously work to provide you 100% client Satisfaction. Positions filled through our office are done in a collaborative method. While each client has their own point of contact in the office, all orders are run through the office as a whole. We communicate with all members of the team to allow us the ability to expedite orders as they come in. We believe if you, our client, is not happy with an individual, a situation, or anything else, we work to assure you that at any time you can easily call anyone here in the office and know that we will take care of it for you.

AUE STAFFING, INC.

Contact Information

Address:

Brevard County Office

1600 Sarno Road, #109

Melbourne, FL 32935

(321)622-8306 - Office

Corporate

777 E. Altamonte Drive

Altamonte Springs, FL 32701

(321)397-2555 - Office



Elizabeth Torres, Melbourne Branch Manager

Primary Contact

(321)622-8306 – Office

ETorres@AUEStaffing.com

Melody Martin, President

Secondary Contact

(321)397-2555 – Office

MMartin@AUEStaffing.com

AUE STAFFING, INC.

Since its inception AUE Staffing, Inc. has successfully secured contracts with the following Agencies, all of which we currently have awarded and routinely renewed:

Government Agencies

- Orange County Convention Center
- Volusia County Government
- Brevard County Parks and Recreation
- Orange County Government
- Seminole County Government
- City of Oviedo

School Districts

- Seminole County School District
- Orange County School District,
- Brevard County School District
- Volusia County School District

ITB FORMS LIST

The following Forms are provided as part of the ITB package:

Form	Title
	AUE Staffing, Inc. Temporary Staffing Services - Temp Contract
1	Bid Submittal Checklist
2	Bidder's Certification
3	Acknowledgement of Addenda
4	Bidder Questionnaire
5	Drug-Free Workplace Certificate
6	Local Vendor Preference Affidavit of Eligibility
7	Disclosure of Subcontractors
8	Confidential/Proprietary Information
9	Certification Regarding Lobbying
10	Conflict of Interest Certification
11	Non-Collusion Affidavit
12	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
13	Vendor Certification Regarding Scrutinized Companies' List
14	Contractor's Compliance with Employee Eligibility Requirements

FORM 1 BID SUBMITTAL CHECKLIST

Bids may be subject to rejection if all required forms and documents, fully executed where required, are not submitted with bid package. Please submit in the following order:

ITEM	DESCRIPTION	Indicate if items are included with Bid:	
		YES	NO/NA
FORMS:			
1	BID SUBMITTAL CHECKLIST (THIS PAGE)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2	BIDDER'S CERTIFICATION	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3	ACKNOWLEDGEMENT OF ADDENDA	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4	BIDDER QUESTIONNAIRE	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5	DRUG FREE WORKPLACE CERTIFICATE	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6	LOCAL VENDOR PREFERENCE AFFIDAVIT OF ELIGIBILITY	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7	DISCLOSURE OF SUBCONTRACTORS	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8	CONFIDENTIAL/PROPRIETARY INFORMATION	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9	CERTIFICATION REGARDING LOBBYING	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10	CONFLICT OF INTEREST CERTIFICATION	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11	NON-COLLUSION AFFIDAVIT	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION	<input checked="" type="checkbox"/>	<input type="checkbox"/>
13	VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES' LIST	<input checked="" type="checkbox"/>	<input type="checkbox"/>
14	CONTRACTOR'S COMPLIANCE WITH EMPLOYEE ELIGIBILITY REQUIREMENTS	<input checked="" type="checkbox"/>	<input type="checkbox"/>
EXHIBITS:			
A4	PRICING SCHEDULE	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B	SUPPLEMENTAL PROVISIONS	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ADDITIONAL SUBMITTAL DOCUMENTS/ITEMS:			
1	STATE INCORPORATION DOCUMENTATION (if other THAN FL)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	COPY OF CURRENT INSURANCE CERTIFICATES, POLICY DECLARATIONS PAGE	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3	COPY OF BUSINESS TAX RECEIPT (city/county as applicable), STATE OF FLORIDA, DIVISION OF CORPORATIONS (Incorporation/LLC and/or Fictitious Name) DOCUMENTATION, STATE INCORPORATION DOCUMENTATION (if other THAN FL)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
SUBMIT ALL OF THE ABOVE AS FOLLOWS:			
1	ONE COMPLETE ORIGINAL BID PACKAGE [IF EMAILING – MUST BE IN 1 PDF DOCUMENT]	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2	ONE COMPLETE COPY OF ORIGINAL BID PACKAGE – IF NOT VIA EMAIL	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3	ELECTRONIC COPY [FLASH DRIVE] OF COMPLETE ORIGINAL BID PACKAGE (TITLED "MASTER BID") ON FLASH DRIVE IN PDF FORMAT. IF NOT VIA EMAIL	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	IF APPLICABLE: ELECTRONIC COPY [FLASH DRIVE] OF ORIGINAL BID PACKAGE (TITLED "REDACTED BID") WITHOUT CONFIDENTIAL INFORMATION IN PDF FORMAT	<input checked="" type="checkbox"/>	<input type="checkbox"/>
When preparing all forms, be sure to use the proper company legal name as it is legally registered in the state in which you are established, followed by any DBA/fictitious name.			

Company AUE Staffing, Inc.

Signature

Melody Martin

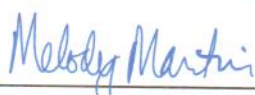
Date: 3/25/2021

FORM 2
BIDDER'S CERTIFICATION

The below signed Bidder certifies that the items of material or services offered in this ITB meet the required minimum specifications and that all required attachments are included in submitted bid package.

Bidder further certifies that all information contained in this bid is truthful to the best of Bidder's knowledge and belief and that they are duly authorized to submit the proposal on behalf of the vendor/contractor and that the vendor/contractor is ready, willing, and able to perform if awarded the contract.

Bidder agrees to furnish the goods and/or services, specified in the ITB, at the prices or rates quoted in their bid. Bid prices and terms shall be firm for ninety (90) calendar days from the date of bid opening, unless otherwise specified in this ITB.

Bidder's Legal Company Name:		AUE Staffing, Inc.			
Street Address:		1600 Sarno Road Suite 109			
City	Melbourne	State:	Florida	Zip Code:	32935
Telephone:	(321)622-8306	Fax:	(321)622-8309		
E-Mail:	MMartin@auestaffing.com				
Print Name: Melody Martin		Title:	President		
Authorized Signature:				Date:	3/25/2021

FORM 3
ACKNOWLEDGEMENT OF ADDENDA

Instructions: Complete Part I or Part II, whichever is applicable.

Bidder shall indicate below each Addendum received. Bidder understands failure to acknowledge any addenda issued may cause their bid to be considered non-responsive. Bidder may contact the Procurement Division at 321-608-7060 or email procurement@mlbfl.org to confirm the number of addenda (if any) that have been issued.

PART I: Listed below are the dates of issue for each Addendum received in connection with this solicitation.

Addendum #
Addendum # 1
Revised - Addendum # 1
Addendum #2
Addendum #3
Addendum #4

PART II:

☐ No Addenda received in connection with this solicitation.

Company: AUE Staffing, Inc.

Authorized Representative: Melody Martin

Signature: *Melody Martin*

Date: 04/02/2021

FORM 4

BIDDER QUESTIONNAIRE

The following questions shall be answered and data given must be clear and comprehensive. If necessary, questions may be answered on separate sheets. Bidder may submit any additional information desired.

Company Name:	AUE Staffing, Inc.		d/b/a (if applicable)	
Address of principal place of business:	1600 Sarno Road Suite 109			
City:	Melbourne	State:	FL	Zip: 32935
Phone:	(321)622-8306	Fax:	(321)622-8309	E-Mail: MMartin@auestaffing.com
Website (if applicable): WWW.AUESTAFFING.COM				
<input checked="" type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Other:				
State of Incorporation:				
Number of years in business under company's present name: 10				
Fed Tax ID #:	45-2185132		DUNS #	09-158-3269
# of FT Employees:	11	# of PT Employees:	1	# of Contracts past/current with gov. agencies: 22
Are you certified with the Florida Secretary of State to conduct business? (Check One) YES: <input checked="" type="checkbox"/> NO: <input type="checkbox"/>				
If operating under fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.				
Are you properly licensed/certified by the Federal, State of Florida, and/or local government to perform the specified work? YES: <input checked="" type="checkbox"/> NO: <input type="checkbox"/> Not Applicable: <input type="checkbox"/>				
Are/will you be properly insured to perform the work? YES: <input checked="" type="checkbox"/> NO: <input type="checkbox"/>				
Have you ever defaulted or failed on a contract? (If yes, attach details) YES: <input type="checkbox"/> NO: <input checked="" type="checkbox"/>				
Contract Manager for this Contract:		Elizabeth Torres		Title: Manager
Phone:	(321)622-8306	Fax:	(321)622-8309	E-Mail: ETorres@auestaffing.com
List five (5) references for whom your company has performed services as outlined in this ITB. Attach additional details as needed.				
1.	Company: Brevard County BOCC, Parks & Recreation Department			
	Contact Person:	Hector Lopez		Title: Assistant Director
	Phone:	(321)633-2046	Fax:	(321)633-2198
			E-Mail:	hector.lopez@brevardfl.gov
	Describe Scope of Work: Handle large number of contracted seasonal workers, primarily during summer camps.			
2.	Company: Brevard County Public Schools			
	Contact Person:	Kevin Thornton		Title: Director of Food & Nutrition
	Phone:	(321)633-1000 Ext 11690	Fax:	(321)633-3566
			E-Mail:	thornton.kevin@brevardschools.org
	Describe Scope of Work: Provide temporary placement for cafeteria staff, after care workers, and custodians.			
3.	Company: Brevard County Supervisors of Elections			
	Contact Person:	Michelle Moore		Title: Finance Director
	Phone:	(321)633-2088	Fax:	(321)633-2130
			E-Mail:	mmoore@votebrevard.gov
	Describe Scope of Work: Provide temporary staff such as Poll workers, Clerical Workers & IT Technicians during elections.			
4.	Company: School Board of Seminole County, Florida			
	Contact Person:	Chad Wilsky		Title: Director/Dining Services
	Phone:		Fax:	
			E-Mail:	chad_wilsky@scps.k12.fl.us
	Describe Scope of Work: Provide staff as requested for office support, custodial, food services and extended day care.			
5.	Company: School Board of Orange County, Florida			
	Contact Person:	Cesar Molina		Title: HR Area Manager
	Phone:		Fax:	
			E-Mail:	cesar.molina@ocps.net
	Describe Scope of Work: Provide staff as requested for office support, custodial and food services support.			
The undersigned swears to the truth and accuracy of all statements and answers contained herein:				
Authorized Signature:			Date: 3/25/2021	

FORM 5

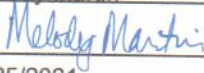
DRUG FREE WORKPLACE CERTIFICATE (Identical Tie Bids)

In accordance with Section 287.087 of the State of Florida Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.


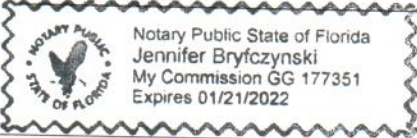
Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free program, a business shall:

1. Publish a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
3. Give each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
4. Notify the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written statements to acknowledge their receipt.
5. Impose a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

As a person authorized to sign this statement, I certify that the above named business, firm or corporation [☒ DOES ☐ DOES NOT] comply fully with the requirements set forth herein.

Company:	AUE Staffing, Inc.
Authorized Representative:	Melody Martin
Signature:	
Date:	3/25/2021

FORM 6

	LOCAL VENDOR PREFERENCE AFFIDAVIT OF ELIGIBILITY		INTERNAL USE ONLY
	City of Melbourne Procurement Division 900 East Strawbridge Avenue Melbourne, FL 32901		
		Phone (321) 608-7062	
Preference Type: <input checked="" type="checkbox"/> Local-City Business <input checked="" type="checkbox"/> Local-County Business			
Legal Name of Firm:		AUE Staffing, Inc.	
Contact Person:		Elizabeth Torres	Telephone: (321)622-8306
Email Address:		ETorres@auestaffing.com	Fax: (321)622-8309
Mailing Address:		Physical Address (if different):	
1600 Sarno Road Suite 109 Melbourne, FL 32935			
*Melbourne or County Business Tax Receipt Number:		Current Date Issued:	10/22/2020
<input checked="" type="checkbox"/> Required copies attached?		Previous Date Issued:	10/01/2019
Number of <u>full-time</u> employees working in the City of Melbourne (for city preference) or Brevard County (for county preference):		3	
I certify that my company meets the following qualifications to be eligible for local vendor preference:			
(1) Maintains a valid business tax receipt issued by either the City of Melbourne or Brevard County, at least one (1) year prior to the opening of a bid for which the business may seek local vendor preference, and			
(2) Maintains a physical business address located within the City of Melbourne or Brevard County, from which the vendor is operating or performing its business, and at which it maintains full-time employees.			
Note: A post office box shall not be considered a physical business address.			
I certify that under the penalty of perjury, the foregoing statements are true and correct. I also acknowledge that any person, firm, corporation or entity intentionally submitting false information to the City in an attempt to qualify for local preference shall lose the privilege to claim local preference status for a period of two (2) years.			
Authorized Signature:		Date: 3/25/2021	
Printed Name:		Title:	
Melody Martin		President	
NOTARY			
Witness:	Date: 3/25/2021		
Elizabeth Torres			

FORM 7

DISCLOSURE OF SUBCONTRACTORS

N/A

COMPANY LEGAL NAME	
ADDRESS	
PHONE NUMBER	
E-MAIL ADDRESS	
CATEGORY OF WORK	
LICENSE NUMBER (IF APPLICABLE)	
YEARS IN BUSINESS	
COMPANY LEGAL NAME	
ADDRESS	
PHONE NUMBER	
E-MAIL ADDRESS	
CATEGORY OF WORK	
LICENSE NUMBER (IF APPLICABLE)	
YEARS IN BUSINESS	
COMPANY LEGAL NAME	
ADDRESS	
PHONE NUMBER	
E-MAIL ADDRESS	
CATEGORY OF WORK	
LICENSE NUMBER (IF APPLICABLE)	
YEARS IN BUSINESS	

I certify that the above listed subcontractors will perform the indicated category of work. I further certify that any proposed subcontractor changes will be submitted in writing, for approval of the City.

Company Name	AUE Staffing, Inc.		
Authorized Company Representative [Print]	Melody Martin	Title:	President
Authorized Signature			

Not Applicable/ Melody Martin Date: 3/25/2021

FORM 8

CONFIDENTIAL/PROPRIETARY INFORMATION

In compliance with Chapter 119 and 287 of the Florida Statutes, and, except as may be provided by other applicable State and Federal Laws, all Bidders should be aware that the ITB and the bid responses thereto are in the public domain will be available for public inspection and copying thirty days after opening of the bids or until a recommendation of award is made, whichever comes first. Bidders are requested, however, to identify specifically any information contained in their bid that they consider confidential/proprietary and believe to be exempt from disclosure, citing specifically the applicable exempting law. All bids received in response to this ITB become the property of the City of Melbourne and will not be returned. In the event of an award, all documentation produced as part of the contract will become the exclusive property of the CITY.

Any Bidder claiming that its bid contains information that is exempt from the public records law shall provide the specific statutory citations for such exemptions. Clearly mark each section or page that contains confidential or proprietary information. Reference the Tab(s) containing protected information in this section. **Note:** An entire bid cannot be identified as "CONFIDENTIAL" or "PROPRIETARY" and may be considered non-responsive if marked as such.

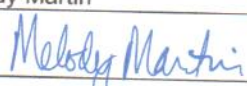
Please mark one:

☒ **NO**, the bid submitted does not contain any confidential/proprietary information.

☐ **YES**, the bid submitted does contain confidential/proprietary information.

If **YES**, clearly mark each page of your bid that contains confidential or other proprietary information and state the reasons why the information is considered confidential or proprietary information and cite the applicable exempting law. **Do not mark the whole bid confidential or proprietary.** Disclosure of requested information will be determined in accordance with the Florida laws, rules and regulations.

INDICATE BELOW THE PAGES OF YOUR BID THAT CONTAIN CONFIDENTIAL OR PROPRIETARY INFORMATION:

DESCRIPTION		PAGE NUMBER/SECTION	
Company:	AUE Staffing, Inc.		
Rep Name:	Melody Martin	Title:	President
Authorized Signature:			Date: 3/25/2021

FORM 9

CERTIFICATION REGARDING LOBBYING

The undersigned [CONTRACTOR] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

COMPANY NAME:

AUE Staffing, Inc.

PRINTED NAME OF
CONTRACTOR'S

AUTHORIZED OFFICIAL: Melody Martin

TITLE:

President



3/25/2021

SIGNATURE OF CONTRACTOR'S AUTHORIZED OFFICIAL

DATE:

FORM 10

CONFLICT OF INTEREST CERTIFICATION

Contractor certifies that that they have no present conflict of interest, that they have no knowledge of any conflict of interest that their firm may have, and that Contractor will recuse themselves from any capacity of decision making, approval, disapproval, or recommendation on any contract if they have a conflict of interest or a potential conflict of interest.

Contractors are expected to safeguard their ability to make objective, fair and impartial decisions when performing work for the City of Melbourne, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Contractors performing work for the City of Melbourne should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

Contractor acknowledges that violation of the above mentioned standards could result in the termination of my work for the City of Melbourne.

The undersigned hereby attests that proposing company has no conflicts of interest related to the ITB.

Name of Firm: AUE Staffing, Inc.
Printed Name Melody Martin Title: President
Authorized Signature: Melody Martin
Date: 3/25/2021

FORM 11

NON-COLLUSION AFFIDAVIT

STATE OF

COUNTY

Florida)

Brevard)

Melody Martin, being duly sworn, deposes and says that:

1. He/she is President, of AUE Staffing, Inc.,

Title
Firm/Company

the Bidder that has submitted the attached bid proposal.
2. He/she is fully informed respecting the preparation and contents of the attached bid proposal and of all pertinent circumstances respecting such bid proposal.
3. Such bid proposal is genuine and is not a collusive or sham bid proposal.
4. Neither the said Bidder nor any of its officers, partners, owners, agent representatives, employees or parties in interest including this affiant, has in any way, colluded, conspired, or agreed, directly or indirectly, with any other bidder, firm or person, to submit a collusive or sham proposal in connection with the Agreement for which the attached bid proposal has been submitted or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by Agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid proposal or of any other bidder, or to fix any overhead, profit or cost element of the bid proposal price or the bid proposal price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful Agreement any advantage against the City of Melbourne, Florida, or any person interested in the proposed Agreement.
5. The price or prices quoted in the attached bid proposal are fair and proper and are not tainted by any collusion, conspiracy, or unlawful Agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties of interest, including affiant.

Name of Firm: AUE Staffing, Inc.

Printed Name: Melody Martin

Title: President

Authorized
Signature:

Melody Martin

Date:

03/25/2021

STATE OF

Florida

COUNTY OF

Brevard

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Melody Martin

who, after first being sworn by me affixed his/her signature in the space, provided above on

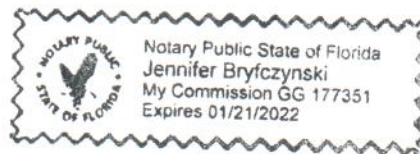
the 25 day of march 20 21

Notary Public

Jennifer Bryczynski

My Commission expires:
(Seal)

1/21/22



FORM 12

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

1. Contractor Covered Transactions

- a. The prospective contractor certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency.
 - b. Has not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d. Has not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.
2. Where the prospective contractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

Name of Firm: AUE Staffing, Inc.

Printed Name: Melody Martin

Title: President

Authorized Signature: Melody Martin

Date: 03/25/2021

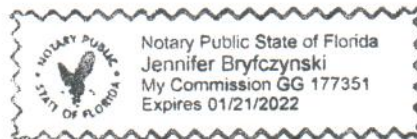
STATE OF Florida

COUNTY OF Brevard

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Melody Martin
who, after first being sworn by me affixed his/her signature in the space, provided above on
the 25 day of March 20 21

Notary Public Jennifer Bryczynski

My Commission expires: 1/21/22
(Seal)



FORM 13

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES' LIST

Respondent Vendor Name: AUE Staffing, Inc.

FEIN: 45-2185132

Authorized Representative's Name & Title: Melody Martin - President

Address: 1600 Sarno Road Suite 109

City: Melbourne State: Florida Zip: 32935

Phone Number: (321)622-8306 Email: MMartin@auestaffing.com

Sections 287.135 and 215.473, Florida Statutes, prohibit Florida municipalities from contracting with companies, for goods or services over \$1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or to engage in any Business operations with Cuba or Syria. Sections 287.135 and 215.4725 also prohibit Florida municipalities from contracting with companies, for goods or services in any amount that are on the list of Scrutinized Companies that Boycott Israel.

The list of "Scrutinized Companies" is created pursuant to Section 215.473, Florida Statutes. A copy of the current list of "Scrutinized Companies" can be found at the following link:

<https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates/QuarterlyReports.aspx>

As the person authorized to sign on behalf of the Respondent Vendor, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is not participating in a boycott of Israel; and does not have any business operations with Cuba or Syria. I understand that pursuant to Sections 287.135 and 215.473, Florida Statutes, the submission of a false certification may subject the Respondent Vendor to civil penalties, attorney's fees, and/or costs.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the company referenced above are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) for any contract for goods or services in any amount of monies, it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars (\$1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Certified By: Melody Martin, who is authorized to sign on behalf of Respondent.

Print Name and Title: Melody Martin

Signature: Melody Martin

FORM 14

CONTRACTOR'S COMPLIANCE WITH EMPLOYMENT ELIGIBILITY REQUIREMENTS
(§448.095, Fla. Stat. – E-Verify)

The E-Verify system is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. Florida Statutes §448.095 provides that any person or entity that has entered or is attempting to enter into a contract with the City of Melbourne to provide labor, supplies or services must register with and use the E-Verify system to verify the work authorization status of all employees hired after January 1, 2021. Further, the contractor must maintain certain required employment compliance records of subcontractors for the duration of the contract with the City of Melbourne.

Contractor Name: AUE Staffing, Inc.

Contractor E-Verify Registration Number: 784783

The undersigned, on behalf of the contractor referenced above, after first being duly sworn, states as follows:

1. That said contractor understands that the contractor must comply with §448.095, Florida Statutes.
2. That the contractor uses the E-Verify system to verify the work eligibility status of employees.
3. That the contractor has enrolled in the E-Verify system under the registration number referenced above and will verify the work eligibility status of employees hired after January 1, 2021 through said registration number throughout the contract period of any and all contracts with the City of Melbourne.
4. That the contractor will maintain affidavits of subcontractors engaged to perform work on any and all contracts with the City of Melbourne.
5. That said contractor further understands that violation of §448.095, Florida Statutes may result in lawful termination of a contract by the City of Melbourne, subjecting the contractor to liability for additional costs incurred by the City of Melbourne as a result of the termination of the contract.

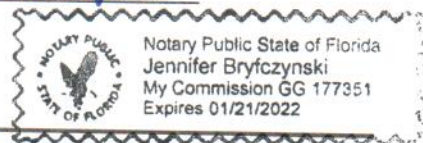
FURTHER AFFIANT SAYETH NOT.

By: Melody Martin
 Print Name: Melody Martin

Sworn to and subscribed before me, by (☒) physical presence or (☐) remote audio-visual means, this 25 day of March, 2021. S/He is personally known to me or has produced Driver's license as identification.

Jennifer Bryczynski
 Notary Public

My commission expires: 1/21/22




FOR CITY USE ONLY:
 Contract: _____
 Date of receipt: _____

**EXHIBIT A4
PRICING SCHEDULE**

CONTRACTOR shall provide all Services (and items incidental thereto) and work set forth in this ITB for the costs stated below.

ITEM	DESCRIPTION	MULTIPLIER
1	General Clerical (Administrative, Secretarial, Office)	1.18920
2	Maintenance, Custodial, Mechanical	1.20880
3	Recreational	1.20640
4	All other positions	1.20510
TOTAL: (ITEMS 1-4)		
5	Percentage of markup for reported tips received by temporary employees performing services. (Markup shall be paid by the CITY to the CONTRACTOR and shall cover costs with no profit margin).	11.55 %
<i>This multiplier and percentage of markup shall not change throughout the term of the contract; however, the CITY'S hourly rate may change.</i>		
Lowest bidder award shall be based on total multiplier Items 1-4.		
Bidder is willing to perform as Secondary or Tertiary CONTRACTOR? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		

Legal Company Name:	AUE Staffing, Inc.		
Authorized Name & Title:	Melody Martin - President		
I am a legal agent of the above named company and am fully authorized to sign and legally bind the above listed Company to a contract.			
Signature:		Date:	3/25/2021

**THE REMAINDER OF THIS PAGE
INTENTIONALLY LEFT BLANK**

EXHIBIT B
SUPPLEMENTAL PROVISIONS

The following information is required if Bidder is awarded an agreement with the CITY. Please complete this form and submit with bid.

Section 1. Bid. The Contract will be awarded based on CONTRACTOR's bid responding to the CITY's ITB. CONTRACTOR represents and warrants that all information and representations contained in the bid are truthful to the best of CONTRACTOR's knowledge and belief and CONTRACTOR hereby restates and affirms all representations contained in the bid.

Section 2. Performance/Payment Bond. Not required for this ITB.

Section 3. Notice to Parties.

3.1 Notice to the CITY regarding terms and conditions of the Agreement and changes in address/addressee shall be directed to the CITY Procurement Division. Notice and communication with the CITY regarding the Services shall be directed to the CITY Department Contact. Invoices to CITY shall be directed to City of Melbourne, Accounts Payable, 900 East Strawbridge Avenue, Melbourne, Florida 32901.

3.2 Notice and communication and changes in address/addressee to the awarded firm shall be directed to:

Firm Name:	AUE Staffing, Inc.
Contact Name:	Melody Martin
Mailing Address:	1600 Sarno Road Suite 109
	Melbourne, FL 32935
Email Address:	MMartin@auestaffing.com
Phone Number:	(321)622-8306

3.3 Notice of default or notice of termination of Agreement shall be made in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested and shall be addressed as follows:

Firm Name:	AUE Staffing, Inc.
Contact Name:	Melody Martin
Mailing Address:	1600 Sarno Road Suite 109
	Melbourne, FL 32935

A party may unilaterally change its address or addressee by giving notice in writing to the other party as provided in this section. Thereafter, notices and other pertinent correspondence shall be addressed and transmitted to the new address.

Section 4. Insurance Requirements

- A. Commercial General Liability Insurance. CONTRACTOR shall maintain in force for the duration of the contracted period Commercial General Liability Insurance with a limit of not less than \$1,000,000 per occurrence/aggregate and a deductible amount of not more than \$10,000 per claim. The Commercial General Liability Insurance Policy shall be endorsed to list the City of Melbourne as an Additional Insured, be written on an occurrence basis, not claims made, and be issued by an insurance company licensed to do business in the State of Florida with an A.M. Best's rating of A or higher. Other specific policy endorsements may be required by the Contract, depending upon the type and scope of work to be performed. The CONTRACTOR shall require each Subcontractor to maintain Subcontractor's Commercial General Liability Insurance coverage with insurance company licensed in the State of Florida in amounts satisfactory to the CONTRACTOR or insure the activities of the Subcontractors in CONTRACTOR's own policy.
- B. Business Automobile Liability Insurance. CONTRACTOR shall maintain in force for the duration of the contracted period Business Automobile Liability Insurance with a limit not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles. In the event the CONTRACTOR does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the CONTRACTOR to maintain only Hired & Non-Owned Auto Liability Insurance.



AUESTAF-01

MBEATON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/23/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Libertate Insurance Services, LLC
20 N. Orange Ave.,
Suite 500
Orlando, FL 32801

CONTACT

NAME:

PHONE (A/C, No, Ext): (407) 936-2131

FAX (A/C, No):

E-MAIL ADDRESS: PolicyServicing@Libertateins.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Zurich American Insurance Company

INSURER B: American Guarantee & Liability

26247

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

AUE Staffing, Inc.
777 East Altamonte Drive
Altamonte Springs, FL 32701

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			PRA009312005	11/22/2020	11/22/2021	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> Professional Liab						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Abusive Act Liab						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 3,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 3,000,000
	OTHER:						Combined Agg \$ 5,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY			PRA009312005	11/22/2020	11/22/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY						
	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			UMB036914304	11/22/2020	11/22/2021	EACH OCCURRENCE \$ 4,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 4,000,000
	<input type="checkbox"/> CLAIMS-MADE						Prod/Comp Ops \$ 4,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 0						PER STATUTE
							OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						E L EACH ACCIDENT \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E L DISEASE - EA EMPLOYEE \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L DISEASE - POLICY LIMIT \$
A	<input type="checkbox"/> Employment Practices			EPL050636000	11/22/2020	11/22/2021	Limit \$ 1,000,000
A	<input type="checkbox"/> Crime-Loss Sustained			PRA009312005	11/22/2020	11/22/2021	EE Dishonest Acts \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured - Designated Person or Organization (Blanket) CG 2026 0413 as required by written contract applies. Waiver of Transfer or Rights of Recovery Against Others to Us (Blanket) CG 2404 0509 as required by written contract applies.

CERTIFICATE HOLDER

City of Melbourne
900 E. Strawbridge Avenue
Melbourne, FL 32901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/23/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER **SUNZ Insurance Solutions, LLC.** ID: (AUE Staffing)
c/o AUE Staffing Inc.
777 East Altamonte Dr.
Altamonte Springs, FL 32701

CONTACT NAME: Melody Martin

PHONE (A/C, No, Ext): 321-397-2555

FAX (A/C, No):

E-MAIL ADDRESS: mmartin@auestaffing.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: United Wisconsin Insurance Company

29157

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
AUE Staffing Inc
777 East Altamonte Dr
Altamonte Springs FL 32701

COVERAGES

CERTIFICATE NUMBER: 60801793

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
						PRODUCTS - COMP/OP AGG \$
						\$
	AUTOMOBILE LIABILITY					
	<input type="checkbox"/> ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB					
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC500-00038-020-SZ	12/1/2020	12/1/2021	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. EACH ACCIDENT \$1,000,000
						E.L. DISEASE - EA EMPLOYEE \$1,000,000
						E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers' Compensation coverage applies only to those temporary employees assigned by AUE Staffing Inc, but does not extend any other rights or endorsements, unless explicitly requested.

CERTIFICATE HOLDER

1004

City of Melbourne
900 E Strawbridge Avenue
Melbourne FL 32901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Rick Leonard

Common Policy Declarations



Policy Number: PRA 0093120-05

Renewal of: PRA 0093120-04

Named Insured and Address:

AUE Staffing, Inc.
777 East Altamonte Drive
Altamonte Springs, FL 32701

Agency Name and Address:

World Wide Specialty Programs, Inc.
68 South Service Road Suite 235
Melville, NY 11747

Agency Code: 93962000

Policy Period: From: 11/22/2020

To: 11/22/2021

12:01 A.M. local time at the address shown above.

Business Description: Staffing Service

This insurance is provided by one or more of the stock insurance companies which are members of the Zurich-American Insurance Group. The company providing insurance for each applicable coverage part is designated below. The company or companies providing this insurance may be referred to in this policy as "The Company", we, us, or our.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PART(S)

Coverage Part		
Commercial General Liability		
Issued by Zurich American Insurance Company	PREMIUM:	\$9,942.00
Employee Benefits Liability		
Issued by Zurich American Insurance Company	PREMIUM:	\$479.00
Employment Related Practices Liability		
Issued by Zurich American Insurance Company	PREMIUM:	Not Covered
Stop Gap Liability		
Issued by Zurich American Insurance Company	PREMIUM:	\$20.00
Professional Liability		
Issued by Zurich American Insurance Company	PREMIUM:	\$3,394.00
Abusive Acts Liability		
Issued by Zurich American Insurance Company	PREMIUM:	\$557.00
Hired & Non-owned Auto Liability		
Issued by Zurich American Insurance Company	PREMIUM:	\$2,200.00
Crime Coverage		
Issued by Zurich American Insurance Company	PREMIUM:	\$3,306.00
	TRIA PREMIUM:	\$126.00
Total Policy Premium*		\$20,024.00
*This premium does not include Taxes or Surcharges		
Taxes And Surcharges		\$0.00

Endorsements Effective at Inception:

See Schedule Of Forms And Endorsements

Date issued: 11/20/2020

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART FORM(S), FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

Commercial General Liability Declarations



Policy Number: PRA 0093120-05

Item 1. Insured by the stock company below and hereinafter call the Company:
Zurich American Insurance Company
Administrative Office
1400 American Ln
Schaumburg, IL 60196
(800) 382-2150

Item 2. **Named Insured:**
AUE Staffing, Inc.

Agency Name:
World Wide Specialty Programs, Inc.

Agency Code: 93962000

Item 3. **Policy Period:** From: 11/22/2020 To: 11/22/2021 12:01 A.M. local time at the address shown above.

Item 4. Limits of Insurance

General Aggregate Limit	\$	3,000,000	
Products-Completed Operations Aggregate Limit	\$	3,000,000	
Each Occurrence Limit	\$	1,000,000	
Damage To Premises Rented To You Limit	\$	100,000	Any one premises
Medical Expense Limit	\$	10,000	Any one person
Personal And Advertising Injury Limit	\$	1,000,000	Any one person or organization

Item 5. **Annual Premium** \$ 9,942.00
This premium does not include Taxes or Surcharges

Item 6. Endorsements Effective at Inception: See **Schedule Of Forms And Endorsements**

Date issued: 11/20/2020

United Wisconsin Insurance Company

Member Accident Fund Group

A STOCK COMPANY

15200 W. Small Road, New Berlin, WI 53151

WC 00 00 01 H

(Ed. 01/10)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

NCCI No. 24244 INFORMATION PAGE

NAICS Code 561320

Renewal of Policy Number WC500-00038-019-SZ

POLICY NO. WC500-00038-020-SZ

FEIN: 452185132

Client ID:

1. Insured: AUE Staffing Inc
Mailing 777 East Altamonte Drive
Address Altamonte Springs, FL 32701

☐ Individual ☐ Partnership ☒ Corporation or

Other workplaces not shown above: See Additional Locations Endorsement WC 99 06 05

Additional Named Insured: See Additional Named Insured Endorsement WC 99 06 04

2. Policy Period: The policy is from 12/01/20 to 12/01/21 12:01 A.M. Standard Time, at the Insured's mailing address.

3. A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here:
FL

B. Employers Liability Insurance : Part Two of the policy applies to work in each state listed in item 3.A.
The limits of our liability under Part Two are:

Bodily Injury by Accident	\$ 1,000,000	each accident
Bodily Injury by Disease	\$ 1,000,000	policy limit
Bodily Injury by Disease	\$ 1,000,000	each employee

C. Other states Insurance: Part Three of the policy applies to the states, if any, listed here:

All States Except HI, ND, OH, WA, WY

D. This policy includes these endorsements and schedules: See Endorsement Schedule WC 99 06 09 A

4. The premium for this policy will be determined by our Manuals of Rules, Classification, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classification	Code No.	Premium Basis Total Estimated Annual Remuneration	Rates Per \$100 of Remuneration	Estimated Annual Premium
----------------	----------	---	---------------------------------------	-----------------------------

SEE WC 99 06 01 EXTENSION OF INFORMATION PAGE

Experience Modification	SEE WC 99 06 01 EXTENSION OF
Premium Discount	INFORMATION PAGE
Expense Constant	

MINIMUM PREMIUM \$ 827

TOTAL ESTIMATED ANNUAL PREMIUM

\$ 241,206.00

IF INDICATED BELOW, INTERIM ADJUSTMENTS OF PREMIUM SHALL BE MADE:

☐ Semi-Annually ☐ Quarterly ☐ Monthly

ISSUING OFFICE: Bradenton FL

DATE PRINTED: 12/11/2020

WC 00 00 01 H

(Ed. 01/10)

Countersigned by:

John E. [Signature]

City of Melbourne

Local Business Tax Receipt
FY 2021

BTR-03926-2020

Classification:


Employment agency

Business: AUE STAFFING, INC.

Location: 1500 SARNO RD #109, Melbourne, FL 32935

Comments / Restrictions:

EMPLOYMENT OFFICE- STAFFING COMPANY



Finance Director

Valid only where all state and local regulated trade licenses/competency cards are in effect for the current fiscal year as required by law.

Exp Date: 09/30/2021

2020 - 2021

BREVARD COUNTY BUSINESS TAX RECEIPT
SUBJECT TO COUNTY ZONING RESTRICTIONS
TAX RECEIPT SHOULD BE DISPLAYED ON PREMISES

ACCOUNT NO.
170380

THE PERSON(S), OR ENTITY BELOW:

AUE STAFFING INC

777 E ALTAMONTE DR
ALTAMONTE SPRINGS, FL 32701

BUSINESS PERIOD: October 01, 2020 - September 30, 2021
EXPIRES: SEPTEMBER 30, 2021

ISSUED PURSUANT AND SUBJECT TO FLORIDA STATUTES AND BREVARD COUNTY CODE ISSUANCE
DOES NOT CERTIFY COMPLIANCE WITH ZONING OR OTHER LAWS.
BUSINESS TAX RECEIPT IS SUBJECT TO REVOCATION FOR ZONING VIOLATIONS, AND / OR FAILURE
TO MAINTAIN REGULATORY PRE-REQUISITES AS REQUIRED FOR BUSINESS CLASSIFICATION(S), OR
SUBSEQUENT ACTIVITIES. NOTIFY TAX COLLECTOR UPON CLOSING OF BUSINESS.
A PERMIT IS REQUIRED TO ADVERTISE (Including with signage) "GOING OUT OF BUSINESS".

DBA

LOCATION:

1600 SARNO RD
STE 109
MELBOURNE, FL 32935

LISA CULLEN, CFC, Brevard County Tax Collector
P O Box 2500, Titusville, Florida 32781-2500
(321)264-6969 or (321)633-2199

UPON A CHANGE OF OWNERSHIP OR LOCATION,
BUSINESS TAX RECEIPT SHOULD BE TRANSFERRED WITHIN 30 DAYS.

OWNED BY:

AUE STAFFING INC

BUSINESS CLASSIFICATIONS, DISCLAIMERS, AND RELATED FEES:

820005 RECEIPT AMT
470001 GENERAL PUBLIC SERVICE

EXEMPTIONS: 0.00



Receipt Fee	37.00
Hazardous Waste Fee	0.00
Zoning Application Fee	0.00
Building Occupancy Review Fee	0.00
Fire Prevention Fee	0.00
Late Penalty	0.00
NSF Fee	0.00
Transfer Fee	0.00

Paid 002-20-00014676 09/28/2020 37.00

MAIN OFFICE: 400 South St., 6th Floor, Titusville, FL 32780

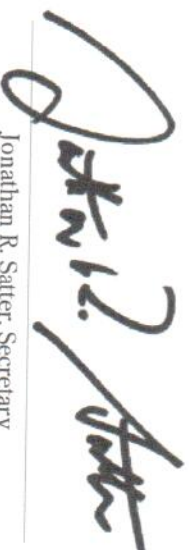
BRANCH OFFICES: Merritt Island Office, 1605 N. Courtenay Pkwy
Melbourne Office, 1515 Sarno Road
Palm Bay Office, 450 Cogan Dr. SE
Titusville Office, 800 Park Ave.
Indian Harbour Beach Office, 240 E. Eau Gallie Blvd.
Viera Office, 2725 Judge Fran Jamieson Way, #A108, Viera, FL 32940

State of Florida

Woman Business Certification

AUE STAFFING INC.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
03/31/2021 to 03/31/2023



Jonathan R. Salter, Secretary
Florida Department of Management Services



City of Melbourne



Procurement Division

900 E. Strawbridge Avenue • Melbourne, FL 32901 • (321) 608-7060 • Fax (321) 608-7070

ADDENDUM # 1

Date Issued: March 22, 2021

ITB No.: ITB-B21014S-0-2021/SN

ITB Title: Temporary Staffing Services-Term Contract

This addendum is issued as part of the aforementioned ITB. Any revisions incorporated herein are an amendment to and supersede those conditions shown in the original solicitation. **Revisions, if applicable, shall be indicated as follows: underlined text is added; strike-through text is deleted.**

The Bidder shall acknowledge receipt of this addendum on Acknowledgement of Addenda form. Failure to do so may subject Bidder to disqualification.

1. QUESTION: How many employees currently work under (or will be anticipated to work under) this contract?

RESPONSE: 59 temporary employees currently work under this contract.

2. QUESTION: Who are the present vendors?

RESPONSE: ManpowerGroup, US, Inc.

3. QUESTION: How many vendors will be awarded as a result of this solicitation?

RESPONSE: It is the intent of the CITY to award this contract to one (1) Primary CONTRACTOR and one (1) or more Secondary CONTRACTORS as it deems necessary to meet its needs and objectives.

4. QUESTION: What are the current billable hourly rates?

RESPONSE: The current multipliers are as follows:

Category A:	Clerical/Secretarial/Administrative/Office	1.21
Category B:	Maintenance/Custodial/Mechanical	1.29
Category C:	Recreational	1.24
Category D:	All other positions	1.21

***There is no list of billable rates. The billable rate will be provided at the time of request.**

5. QUESTION: How much is intended to be spent (dollar value) once the contract is awarded?

RESPONSE: There is no anticipated spend at this time. It is dependent on the needs of the departments/ divisions.

6. QUESTION: Is there a Prevailing/Living wage requirement associated with this project?

RESPONSE: No.

7. QUESTION: Are additional points awarded to firms who are or have Minority Business Enterprise (MBE) partners?

RESPONSE: No.

8. QUESTION: Could you please clarify, what is the mode of submission?

RESPONSE: If submitting via email, provide one complete electronic bid titled "Master Bid" in pdf format. If bid contains confidential information, include copy titled "Redacted

Bid" in pdf format without confidential information. If submitting hard copy please refer to page 7, Section II. C of the ITB.

9. QUESTION: Could you please clarify: Is the vendor to identify the pay rate or will City provide the details?

RESPONSE: The City will provide the pay rate for each position.

10. QUESTION: Could you please clarify: Does temporary employee pay the parking fee for their vehicle?

RESPONSE: There is no parking fee for temporary employees.

11. QUESTION: Will the City of Melbourne reimburse all the costs of Background checks?

RESPONSE: No. See Exhibit A2. Section III C. - SECURITY/BACKGROUND CHECK.

12. QUESTION: Could you please clarify: Regarding Form 6 – Local Vendor Preference Affidavit of Eligibility, is it mandatory for vendors to have Melbourne or County Tax Receipt Number and do we need to provide the copy of evidence?

RESPONSE: Yes, if the vendor is expected to be considered for local vendor preference, the City of Melbourne and/or County tax receipt number is mandatory and a copy needs to be provided.

13. QUESTION: Could you please clarify, is it mandatory for vendors to enclose the details of subcontractors or is it required to have subcontractors partner to bid for this opportunity? (Form 7)

RESPONSE: No subcontractors will be permitted to perform work under the Contract. Form 7-DISCLOSURE OF SUBCONTRACTORS is hereby removed from this ITB.

14. QUESTION: What was the City's spend in the past 2-years?

RESPONSE: FY19 \$1,488,799.34 and FY20 \$1,370,696.62

15. QUESTION: Please provide the response submitted by winning vendor(s) (including pricing).

RESPONSE: Please see attached bid submittal for previously awarded vendor, ManpowerGroup US, Inc.

16. QUESTION: Bid Submittals – If submitting the bid electronically, do you require the original copy mailed?

RESPONSE: No. See response to question 8 above.

17. QUESTION: What type of drug test is required for temporary employees, 5-panel or 10-panel drug test?

RESPONSE: A 12-Panel test is required as follows:

Cocaine

Opiates

THC

METH/AMP

AMP

Benzodiazepines

Barbiturates (BAR)

Methadone (MTD)

Tricyclic Anti-Depressants (TCA)

PCP

MDMA(ECSTASY)

EDDP/ PPX(Methadone metab) (Darvon)

18. QUESTION: What type of background check will need to be performed? Are there different types? If so, what are they and will the awarded vendor be notified which one should be conducted for each position?

RESPONSE: The type of background check needed will be dependent upon the position. The City will require a Level 2 background check for Recreation positions that will be in contact with or supervising vulnerable groups. Notification will be provided by the City at the time of request.

19. QUESTION: What is considered full time for a temporary worker to qualify for ACA? Would the assignments be long enough to be considered full-time status?

RESPONSE: The length of the assignment is dependent upon the department need. It is expected that the Staffing Agency will comply with all provisions of the Affordable Care Act (ACA) applicable to its temporary employee(s), including the employer shared responsibility provisions relating to the offer of "Minimum Essential Coverage" to "Full-Time Employees" and their "Dependents" (as those terms are defined in Internal Revenue Code Section 4980H and related regulations) and the applicable reporting provisions under Internal Revenue Code Section 6055 and 6056 and related regulations (the "Reporting Requirements").

20. QUESTION: Could job descriptions be provided for all requested positions?

RESPONSE: Yes, when a request is made by a department, the specific job description will be forwarded to the CONTRACTOR. All job descriptions may be found on the City's website at <https://www.governmentjobs.com/careers/melbourneflorida/classspecs>

21. QUESTION: Do the 5 references on page 26 Form 4 apply for the Team or just the Prime?

RESPONSE: Form 4 - Bidder Questionnaire applies to the firm submitting a bid for the services requested.

22. QUESTION: Can you reconfirm that email responses to the ITB are to be sent to your email address?

RESPONSE: Yes, email responses must be submitted to the email as listed in the front page of the ITB. .

23. QUESTION: Should the Bidder have a subcontractor/team partner?

RESPONSE: No subcontractors will be permitted to perform work under the Contract.

24. QUESTION: Is it necessary to bid on all job descriptions or selective categories?

RESPONSE: Bidders are required to submit on all categories.

25. QUESTION: Our firm does not comply with the LOCAL VENDOR PREFERENCE AFFIDAVIT OF ELIGIBILITY, as per Form 6 points (1) and (2). Will that disqualify us from participation?

RESPONSE: No.

26. QUESTION: Could you describe the "multiplier" and "percentage of markup" you are requesting on Exhibit A4, the pricing schedule?

RESPONSE: The CONTRACTOR shall provide temporary staffing services based on the following multiplying rate of compensation factors: (e.g. a 17% markup to CITY specified wages = a multiplier of 1.17)

27. QUESTION: Please confirm the number of proposal copies to be submitted while submitting through email?

RESPONSE: See response to question # 8 above.

28. **QUESTION:** Can you please explain the work time schedule for the required candidates?

RESPONSE: Please refer to Exhibit A2 - Performance Standards Section 1.F

29. **QUESTION:** Can you please brief the evaluation criteria for the award & weights assigned to those criteria?

RESPONSE: Please refer to Exhibit A4 – Pricing Schedule – Lowest responsive, responsible bidder shall be based on total multiplier items 1-4.

30. **QUESTION:** Is this a re-compete ITB?

RESPONSE: The current contract was solicited in 2016. This ITB is the only solicitation for temporary staffing services issued since 2016.

31. **QUESTION:** When was the existing contract started and what is the annual monetary spent value of the current contract since inception?

RESPONSE: The current contract commenced on May 1, 2016. The estimated annual monetary spend value is as follows:

FY 2016 \$131,895.79
FY 2017 \$1,303,997.71
FY 2018 \$1,350,003.65
FY 2019 \$1,491,779.34
FY 2020 \$1,377,571.95
FY 2021 \$347,875.47

32. **QUESTION:** What are the minimum guaranteed hours per week for these positions?

RESPONSE: The minimum hours for an assignment is four (4) hours.

33. **QUESTION:** Can you provide us separate job titles for different Job Descriptions mentioned in the pricing schedule table?

RESPONSE: All of the City's job descriptions can be found on the city website as indicated in response to question # 20 above.

34. **QUESTION:** What other positions are to be requested during the contract period mentioned in Exhibit A1, Scope of Work, II. Job Description?

RESPONSE: Any position can be requested based on department needs. All City job descriptions can be found on the City's web site:

Class Specifications | Sorted by ClassTitle ascending | Job Opportunities
(governmentjobs.com)

35. **QUESTION:** What have been the most frequent positions the City uses?

RESPONSE: Landscaping / Grounds worker & Casual Labor Attendant

36. **QUESTION:** What kind of position is anticipated to add in the categories of Recreational and All other positions?

RESPONSE: Recreational :

Casual Labor Attendant
Landscaping /Grounds worker
Lounge Attendant
Janitor/ Cleaner
Food Servers- Non-restaurant
File clerk

All Other:

All City positions can be a request based on the department's needs.

37. QUESTION: How many positions can we expect under this contract throughout the given term?

RESPONSE: There is no anticipated number of positions under the contract throughout the given term. It is dependent on the needs of the departments. There are generally 45 to 50 temporary employees active at all times.

38. QUESTION: What does agency mean by Multiplier? Do we need to provide an Hourly Pay rate or Hourly Billy rate here? Please confirm.

RESPONSE: The multiplier is the mark-up percentage that the City agrees to pay the Contractor over the City's hourly rate for the position that is being filled.

39. QUESTION: Would you be accepting references from the public as well as commercial entities?

RESPONSE: Yes. Public agencies are preferred.

40. QUESTION: Can you please share the amount of business each vendor did under this Contract in previous years?

RESPONSE: ManpowerGroup US, Inc. is our only vendor. Please see Response #31 above.

41. QUESTION: The markup will be paid to the Contractor - does it need to include the pay rate plus taxes only or the cost of benefits too?

RESPONSE: Please see Exhibit A2 - Performance Standards – Section 1L

Bid due date has been changed to: April 15, 2021 no later than 3:00 PM.


Shanequa Nabors
Buyer

City of Melbourne



Procurement Division

900 E. Strawbridge Avenue - Melbourne, FL 32901 - (321) 608-7060 - Fax (321) 608-7070

REVISED - ADDENDUM # 1

Date Issued: March 22, 2021

ITB No.: ITB-B21014S-0-2021/SN

ITB Title: Temporary Staffing Services-Term Contract

This addendum is issued as part of the aforementioned ITB. Any revisions incorporated herein are an amendment to and supersede those conditions shown in the original solicitation. **Revisions, if applicable, shall be indicated as follows: underlined text is added; strike-through text is deleted.**

The Bidder shall acknowledge receipt of this addendum on Acknowledgement of Addenda form. Failure to do so may subject Bidder to disqualification.

1. QUESTION: How many employees currently work under (or will be anticipated to work under) this contract?
RESPONSE: **59 temporary employees currently work under this contract.**
2. QUESTION: Who are the present vendors?
RESPONSE: **ManpowerGroup, US, Inc.**
3. QUESTION: How many vendors will be awarded as a result of this solicitation?
RESPONSE: **It is the intent of the CITY to award this contract to one (1) Primary CONTRACTOR and one (1) or more Secondary CONTRACTORS as it deems necessary to meet its needs and objectives.**
4. QUESTION: What are the current billable hourly rates?
RESPONSE: **The current multipliers are as follows:**

Category A:	Clerical/Secretarial/Administrative/Office	1.21
Category B:	Maintenance/Custodial/Mechanical	1.29
Category C:	Recreational	1.24
Category D:	All other positions	1.21

***There is no list of billable rates. The billable rate will be provided at the time of request.**
5. QUESTION: How much is intended to be spent (dollar value) once the contract is awarded?
RESPONSE: **There is no anticipated spend at this time. It is dependent on the needs of the departments/ divisions.**
6. QUESTION: Is there a Prevailing/Living wage requirement associated with this project?
RESPONSE: **No.**
7. QUESTION: Are additional points awarded to firms who are or have Minority Business Enterprise (MBE) partners?
RESPONSE: **No.**
8. QUESTION: Could you please clarify, what is the mode of submission?
RESPONSE: **If submitting via email, provide one complete electronic bid titled "Master Bid" in pdf format. If bid contains confidential information, include copy titled "Redacted**

Bid" in pdf format without confidential information. If submitting hard copy please refer to page 7, Section II. C of the ITB.

9. QUESTION: Could you please clarify: Is the vendor to identify the pay rate or will City provide the details?

RESPONSE: The City will provide the pay rate for each position.

10. QUESTION: Could you please clarify: Does temporary employee pay the parking fee for their vehicle?

RESPONSE: There is no parking fee for temporary employees.

11. QUESTION: Will the City of Melbourne reimburse all the costs of Background checks?

RESPONSE: No. See Exhibit A2. Section III C. - SECURITY/BACKGROUND CHECK.

12. QUESTION: Could you please clarify: Regarding Form 6 – Local Vendor Preference Affidavit of Eligibility, is it mandatory for vendors to have Melbourne or County Tax Receipt Number and do we need to provide the copy of evidence?

RESPONSE: Yes, if the vendor is expected to be considered for local vendor preference, the City of Melbourne and/or County tax receipt number is mandatory and a copy needs to be provided.

13. QUESTION: Could you please clarify, is it mandatory for vendors to enclose the details of subcontractors or is it required to have subcontractors partner to bid for this opportunity? (Form 7)

RESPONSE: No subcontractors will be permitted to perform work under the Contract. Form 7-DISCLOSURE OF SUBCONTRACTORS is hereby removed from this ITB.

14. QUESTION: What was the City's spend in the past 2-years?

RESPONSE: FY19 \$1,488,799.34 and FY20 \$1,370,696.62

15. QUESTION: Please provide the response submitted by winning vendor(s) (including pricing).

RESPONSE: Please see attached bid submittal for previously awarded vendor, ManpowerGroup US, Inc.

16. QUESTION: Bid Submittals – If submitting the bid electronically, do you require the original copy mailed?

RESPONSE: No. See response to question 8 above.

17. QUESTION: What type of drug test is required for temporary employees, 5-panel or 10-panel drug test?

RESPONSE: A 12-Panel test is required as follows:

Cocaine
Opiates
THC
METH/AMP
AMP
Benzodiazepines
Barbiturates (BAR)
Methadone (MTD)
Tricyclic Anti-Depressants (TCA)
PCP
MDMA(ECSTASY)
EDDP/ PPX(Methadone metab) (Darvon)

18. QUESTION: What type of background check will need to be performed? Are there different types? If so, what are they and will the awarded vendor be notified which one should be conducted for each position?
- RESPONSE: **The type of background check needed will be dependent upon the position. The City will require a Level 2 background check for Recreation positions that will be in contact with or supervising vulnerable groups. Notification will be provided by the City at the time of request.**
19. QUESTION: What is considered full time for a temporary worker to qualify for ACA? Would the assignments be long enough to be considered full-time status?
- RESPONSE: **The length of the assignment is dependent upon the department need. It is expected that the Staffing Agency will comply with all provisions of the Affordable Care Act (ACA) applicable to its temporary employee(s), including the employer shared responsibility provisions relating to the offer of "Minimum Essential Coverage" to "Full-Time Employees" and their "Dependents" (as those terms are defined in Internal Revenue Code Section 4980H and related regulations) and the applicable reporting provisions under Internal Revenue Code Section 6055 and 6056 and related regulations (the "Reporting Requirements").**
20. QUESTION: Could job descriptions be provided for all requested positions?
- RESPONSE: **Yes, when a request is made by a department, the specific job description will be forwarded to the CONTRACTOR. All job descriptions may be found on the City's website at <https://www.governmentjobs.com/careers/melbourneflorida/classspecs>**
21. QUESTION: Do the 5 references on page 26 Form 4 apply for the Team or just the Prime?
- RESPONSE: **Form 4 - Bidder Questionnaire applies to the firm submitting a bid for the services requested.**
22. QUESTION: Can you reconfirm that email responses to the ITB are to be sent to your email address?
- RESPONSE: **Yes, email responses must be submitted to the email as listed in the front page of the ITB. .**
23. QUESTION: Should the Bidder have a subcontractor/team partner?
- RESPONSE: **No subcontractors will be permitted to perform work under the Contract.**
24. QUESTION: Is it necessary to bid on all job descriptions or selective categories?
- RESPONSE: **Bidders are required to submit on all categories.**
25. QUESTION: Our firm does not comply with the LOCAL VENDOR PREFERENCE AFFIDAVIT OF ELIGIBILITY, as per Form 6 points (1) and (2). Will that disqualify us from participation?
- RESPONSE: **No.**
26. QUESTION: Could you describe the "multiplier" and "percentage of markup" you are requesting on Exhibit A4, the pricing schedule?
- RESPONSE: **The CONTRACTOR shall provide temporary staffing services based on the following multiplying rate of compensation factors: (e.g. a 17% markup to CITY specified wages = a multiplier of 1.17)**
27. QUESTION: Please confirm the number of proposal copies to be submitted while submitting through email?

RESPONSE: See response to question # 8 above.

28. **QUESTION:** Can you please explain the work time schedule for the required candidates?

RESPONSE: Please refer to Exhibit A2 - Performance Standards Section 1.F

29. **QUESTION:** Can you please brief the evaluation criteria for the award & weights assigned to those criteria?

RESPONSE: Please refer to Exhibit A4 – Pricing Schedule – Lowest responsive, responsible bidder shall be based on total multiplier items 1-4.

30. **QUESTION:** Is this a re-compete ITB?

RESPONSE: The current contract was solicited in 2016. This ITB is the only solicitation for temporary staffing services issued since 2016.

31. **QUESTION:** When was the existing contract started and what is the annual monetary spent value of the current contract since inception?

RESPONSE: The current contract commenced on May 1, 2016. The estimated annual monetary spend value is as follows:

FY 2016 \$131,895.79
FY 2017 \$1,303,997.71
FY 2018 \$1,350,003.65
FY 2019 \$1,491,779.34
FY 2020 \$1,377,571.95
FY 2021 \$347,875.47

32. **QUESTION:** What are the minimum guaranteed hours per week for these positions?

RESPONSE: The minimum hours for an assignment is four (4) hours.

33. **QUESTION:** Can you provide us separate job titles for different Job Descriptions mentioned in the pricing schedule table?

RESPONSE: All of the City's job descriptions can be found on the city website as indicated in response to question # 20 above.

34. **QUESTION:** What other positions are to be requested during the contract period mentioned in Exhibit A1, Scope of Work, II. Job Description?

RESPONSE: Any position can be requested based on department needs. All City job descriptions can be found on the City's web site:

Class Specifications | Sorted by ClassTitle ascending | Job Opportunities
(governmentjobs.com)

35. **QUESTION:** What have been the most frequent positions the City uses?

RESPONSE: Landscaping / Grounds worker & Casual Labor Attendant

36. **QUESTION:** What kind of position is anticipated to add in the categories of Recreational and All other positions?

RESPONSE: Recreational :

Casual Labor Attendant
Landscaping /Grounds worker
Lounge Attendant
Janitor/ Cleaner
Food Servers- Non-restaurant
File clerk

All Other:

All City positions can be a request based on the department's needs.

37. QUESTION: How many positions can we expect under this contract throughout the given term?

RESPONSE: There is no anticipated number of positions under the contract throughout the given term. It is dependent on the needs of the departments. There are generally 45 to 50 temporary employees active at all times.

38. QUESTION: What does agency mean by Multiplier? Do we need to provide an Hourly Pay rate or Hourly Billy rate here? Please confirm.

RESPONSE: The multiplier is the mark-up percentage that the City agrees to pay the Contractor over the City's hourly rate for the position that is being filled.

39. QUESTION: Would you be accepting references from the public as well as commercial entities?

RESPONSE: Yes. Public agencies are preferred.

40. QUESTION: Can you please share the amount of business each vendor did under this Contract in previous years?

RESPONSE: ManpowerGroup US, Inc. is our only vendor. Please see Response #31 above.

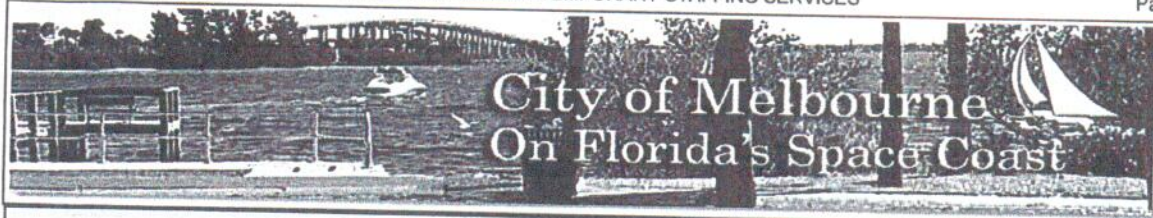
41. QUESTION: The markup will be paid to the Contractor - does it need to include the pay rate plus taxes only or the cost of benefits too?

RESPONSE: Please see Exhibit A2 - Performance Standards – Section 1L

Revision #1-Addendum #1 to include copy of response submitted by winning vendor per question #15.

Bid due date has been changed to: April 15, 2021 no later than 3:00 PM. Zoom Bid opening has been changed to 4:00 PM.


Shanequa Nabors
Buyer



INVITATION TO BID

Bid Number:	ITB-02-038-0-2016/BB		
Bid Title:	TEMPORARY STAFFING SERVICES		
Date Issued:	February 5, 2016		
Pre-Bid Conference:	<input type="checkbox"/> YES <input type="checkbox"/> NO Mandatory <input type="checkbox"/> YES <input type="checkbox"/> NO Time/Date: N/A		
Pre-Bid Location:	N/A		
Requests for clarification and exceptions to terms & conditions regarding this bid request must be submitted in writing via email, fax, or mail on or before: <u>2/18/16</u> by <u>12:00 PM ET</u>			
BID DUE DATE/TIME: FEBRUARY 25, 2016 no later than 3:00 PM ET			
Location: Procurement Division, 900 E. Strawbridge Avenue, 2 nd Floor, Melbourne, FL 32901			
Contact:	Brigitte Bache, Sr. Buyer	Ph: 321-608-7063	Fax: 321-608-7070 bbache@melbourneflorida.org

BIDDER'S CERTIFICATION AND ACKNOWLEDGEMENT OF ADDENDA

ADDENDA: The Bidder hereby acknowledges receipt of the following Addenda:									
# 1	Dated: 2/8/16	#	Dated:	#	Dated:	#	Dated:	#	Dated:
# 2	Dated: 2/22/16	#	Dated:	#	Dated:	#	Dated:	#	Dated:
(Bidder to insert # of each Addendum received). Bidder understands failure to acknowledge any addenda issued may cause the bid to be considered non-responsive. Bidders may contact the Procurement Division at 321-608-7060 or email procurement@melbourneflorida.org to confirm the number of addenda (if any) that have been issued.									

The signed Bidder certifies that the items of material or services offered in this invitation meet the required minimum specifications and that all required attachments are included in submitted bid package. It is understood that any item offered as an alternate not meeting specifications may be rejected.

Bidder further certifies that all information contained in this bid is truthful to the best of Bidder's knowledge and belief and that they are duly authorized to submit the bid on behalf of the vendor/contractor and that the vendor/contractor is ready, willing, and able to perform if awarded the bid.

Bidder offers and agrees to furnish the goods and/or services, specified in the invitation, at the prices or rates quoted in their bid. Bid prices and terms shall be firm for ninety (90) days from the date of bid opening, unless otherwise specified in this Invitation to Bid.

Bidder Company Name:		
J Mark Inc. of Central Florida d/b/a Manpower		
Street Address:		
1005 East Strawbridge Avenue		
City	State:	Zip Code:
Melbourne	FL	32901
Telephone:	Fax:	
321-242-2296	321-821-4921	
E-Mail:		
Lisa.H@mnpr.com		
Print Name:	Title:	
Lisa Hancock	Executive Vice President	
Authorized Signature:	Date:	
Lisa Hancock	3/1/16	

ITB released by
Buyer Initials: BB

BID SUBMITTAL CHECKLIST			
Bids may be subject to rejection if all required forms and documents, fully executed where required, are not submitted with bid package.			
Please submit your bid in the following order:			
Item	DESCRIPTION	Indicate if items are included with Bid:	
		YES	NO
1	ITB ATTACHMENTS:		
	BIDDER CERTIFICATION – ITB Cover Page (Original signed, in ink, by authorized representative.)	✓	
	BID SUBMITTAL CHECKLIST – (This page)	✓	
	ATTACHMENT A – BIDDER QUESTIONNAIRE	✓	
	ATTACHMENT B – REFERENCE QUESTIONNAIRES – BIDDER HAS SENT FORM TO ALL REFERENCES. (Bidders are to verify that the CITY has received completed reference questionnaires from their references)	✓	
	ATTACHMENT C – DRUG FREE WORKPLACE CERTIFICATE	✓	
	ATTACHMENT D – LOCAL VENDOR PREFERENCE AFFIDAVIT OF ELIGIBILITY (if applicable)	✓	
2	ITB EXHIBITS:		
	EXHIBIT A4 – PRICING SCHEDULE	✓	
	EXHIBIT B – CITY'S SUPPLEMENTAL PROVISIONS (Complete information in section 3)	✓	
3	ADDITIONAL DOCUMENTS:		
	PROOF OF INSURANCE: CERTIFICATE OF INSURANCE OR A COPY OF POLICY'S DECLARATIONS' PAGE	✓	

When preparing all forms, be sure to use the proper company legal name as it is legally registered in the state in which you are established, followed by any DBA/fictitious name.

Company JMark Inc. of Central Florida Signature Lisa Hancock Date: 3/1/16
d/b/a Manpower

ATTACHMENT A

BIDDER QUESTIONNAIRE

The following questions must be answered and data given must be clear and comprehensive. If necessary, questions may be answered on separate sheets. The Bidder may submit any additional information desired.

Company Name:	JMark Inc of Central Florida		d/b/a (if applicable)	Manpower	
Street / PO Box:	1005 East Strawbridge Avenue				
City:	Melbourne		State:	FL	Zip: 32901
Phone:	321-242-2296	Fax:	321-821-4921	E-Mail:	Lisa.t@manpower.com
Website (if applicable):	www.manpower.com				
<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other					
Number of years in business under company's present name:	25				
Fed Tax ID #:	59-3114570		DUNS #	03-337-5557	
Are you certified with the Florida Secretary of State to conduct business? (Check One) YES: <input checked="" type="checkbox"/> NO: <input type="checkbox"/>					
If operating under fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.					
Are you properly licensed/certified by the Federal, State of Florida, and/or local government to perform the specified work? YES: <input checked="" type="checkbox"/> NO: <input type="checkbox"/> Not Applicable: <input type="checkbox"/> ATTACH COPY OF ALL APPLICABLE LICENSING/CERTIFICATION DOCUMENTS					
Are/will you be properly insured to perform the work? YES: <input checked="" type="checkbox"/> NO: <input type="checkbox"/>					
Contact for this Contract:	Lisa Hancock		Title:	Exec. Vice President	
Phone:	407-774-4242	Fax:	407-774-9288	E-Mail:	Lisa.t@manpower.com
Have you ever defaulted or failed on a contract? (If yes, attach details) YES: <input type="checkbox"/> NO: <input checked="" type="checkbox"/>					
List at least three (3) references for which you have provided these services (same scope/size) in the past five (5) years - preferably government agencies.					
BIDDERS ARE RESPONSIBLE FOR SENDING REFERENCE QUESTIONNAIRE (ATTACHMENT B) TO THEIR REFERENCES.					
1.	Company: CareerSource Central Florida				
	Contact Person:	Leo Alvarez		Title:	CFO
	Phone:		Fax:	E-Mail:	LAlvarez@careersourcecf.com
	Describe Scope of Work: Clerical, industrial, IT				
2.	Company: Lynx				
	Contact Person:	Debbie Toler		Title:	HR Analyst-Generalist
	Phone:	407-254-6061	Fax:	407-254-6273	E-Mail: DToler@go.lynx.com
	Describe Scope of Work: Clerical, engineering, IT, industrial				
3.	Company: City of Cocoa				
	Contact Person:	Brian Cail		Title:	H.R. Coordinator
	Phone:	321-433-8447	Fax:	E-Mail:	bcaill@cocoacfl.org
	Describe Scope of Work: Clerical, industrial				
4.	Company: Knowledge Services (State of Florida)				
	Contact Person:	Rachel Flanders		Title:	Program Manager
	Phone:	850-597-7253	Fax:	E-Mail:	rachelfl@knowledgeservices.com
	Describe Scope of Work: Clerical, industrial, data entry				
5.	Company:				
	Contact Person:			Title:	
	Phone:		Fax:	E-Mail:	
	Describe Scope of Work:				
The undersigned swears to the truth and accuracy of all statements and answers contained herein:					
Authorized Signature: Lisa Hancock			Date: 3/1/16		

ATTACHMENT B**City of Melbourne****TEMPORARY STAFFING SERVICES****Reference Questionnaire**

The City of Melbourne, as a part of the ITB, requires proposing Companies to submit a minimum of three (3) business references as required within this document. The purpose of these references is to document the experience relevant to the scope of work and provide assistance in the evaluation process.

The Bidder is required to send the reference form (the following two pages) to each business reference listed on Bidder Questionnaire. The business reference, in turn, is requested to submit the Reference Form directly to the City of Melbourne Procurement Division by the date indicated on the form for inclusion in the evaluation process. The form and information provided will become a part of the submitted bid. The business reference may be contacted for validation of the response. It is the Bidder's responsibility to verify their references have been received by the City of Melbourne Procurement Division by the date indicated on the reference form.

ATTACHMENT C

DRUG FREE WORKPLACE CERTIFICATE (Identical Tie Bids)

In accordance with Section 287.087 of the State of Florida Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.


Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free program, a business shall:

1. Publish a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
3. Give each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
4. Notify the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written statements to acknowledge their receipt.
5. Impose a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

As a person authorized to sign this statement, I certify that the above named business, firm or corporation [☒ DOES ☐ DOES NOT] comply fully with the requirements set forth herein.

Company:	J Mark Inc of Central Florida d/b/a Manpower
Authorized Representative:	Lisa Hancock
Signature:	Lisa Hancock
Date:	3/1/16

ATTACHMENT D

LOCAL VENDOR PREFERENCE AFFIDAVIT OF ELIGIBILITY		INTERNAL USE ONLY
City of Melbourne Procurement Division 900 East Strawbridge Avenue Melbourne, FL 32901		Phone (321) 608-7062
Preference Type: <input checked="" type="checkbox"/> Local-City Business <input checked="" type="checkbox"/> Local-County Business		
Legal Name of Firm: JMark Inc. of Central Florida d/b/a Manpower		
Contact Person: Lisa Hancock	Telephone: 321-242-2296	
Email Address: Lisa@manpower.com	Fax: 321-821-4921	
Mailing Address:	Physical Address (if different):	
1005 East Strawbridge Ave	Same	
Melbourne, Florida		
32901		
*Melbourne or County Business Tax Receipt Number: 29005		Current Date Issued: 10/5/2015
<input checked="" type="checkbox"/> Required copies attached?		Previous Date Issued: 5/11/2015
Number of full-time employees working in the City of Melbourne (for city preference) or Brevard County (for County preference):		4
I certify that my company meets the following qualifications to be eligible for local vendor preference:		
(1) Maintains a valid business tax receipt issued by either the City of Melbourne or Brevard County, at least one (1) year prior to the opening of a bid for which the business may seek local vendor preference, and		
(2) Maintains a physical business address located within the City of Melbourne or Brevard County, from which the vendor is operating or performing its business, and at which it maintains full-time employees.		
Note: A post office box shall not be considered a physical business address.		
I certify that under the penalty of perjury, the foregoing statements are true and correct. I also acknowledge that any person, firm, corporation or entity intentionally submitting false information to the CITY in an attempt to qualify for local preference shall lose the privilege to claim local preference status for a period of two (2) years.		
Authorized Signature: Lisa Hancock	Date: 2/29/16	
Printed Name: Lisa Hancock	Title: Executive Vice President	
NOTARY		
Witness: Elaine Hinkley	Date: 2/29/16	
		
H 522-523-59-705-0		

BELOW IS YOUR LOCAL BUSINESS TAX RECEIPT
PLEASE DETACH AND CONSPICUOUSLY DISPLAY TO PUBLIC VIEW

* * * N O T I C E * * *

THIS RECEIPT MUST BE RENEWED BY
9/30/2016

Renewal AFTER 9/30/2016 will result in late
fees of up to 25% of the annual cost.

City of Melbourne

Local Business Tax Receipt
FY 2016

BTR 29005



Business Name: MANPOWER TEMPORARY SERVICES
Location: 1005 E Strawbridge Av

Classification:

070 Employment/help Supply Servic

Comments/ Restrictions:

Michael M. Ernie

Issue Date 10/5/2015

Exp Date: 9/30/2016

TAX RECEIPT SHALL BE TRANSFERRED WITHIN 30 DAYS OF CHANGE OF OWNERSHIP OR LOCATION. NOTIFY REVENUE OFFICE UPON CLOSING BUSINESS

**ATTACHMENT E
PROPOSED SUBCONTRACTOR FORM**

COMPANY NAME	
LOCATION/ADDRESS	
PHONE NUMBER	
E-MAIL ADDRESS	
# OF EMPLOYEES	
% WORK EXPECTED TO BE COMPLETED BY SUBCONTRACTOR	
SERVICES TO BE PERFORMED	
YEARS IN BUSINESS	

COMPANY NAME	
LOCATION/ADDRESS	
PHONE NUMBER	
E-MAIL ADDRESS	
# OF EMPLOYEES	
% WORK EXPECTED TO BE COMPLETED BY SUBCONTRACTOR	
SERVICES TO BE PERFORMED	
YEARS IN BUSINESS	

COMPANY NAME	
LOCATION/ADDRESS	
PHONE NUMBER	
E-MAIL ADDRESS	
# OF EMPLOYEES	
% WORK EXPECTED TO BE COMPLETED BY SUBCONTRACTOR	
SERVICES TO BE PERFORMED	
YEARS IN BUSINESS	

The undersigned representative of the Bidder states that the Bidder has contacted the Subcontractors listed below and that they have agreed to perform the scope of work outlined in these proposal specifications for the dollar value set forth in this bid submittal and that the following information regarding the Subcontractors is true and correct to the best of his/her knowledge.

Signature	<i>Diana Hancock</i>	Title	EUP	Date	3/1/16
-----------	----------------------	-------	-----	------	--------

EXHIBIT A4

REVISED PRICING SCHEDULE FOR ADDENDUM #2

CONTRACTOR shall provide temporary staffing services based on the following multiplying rate compensation factors: (e.g. a 17% markup to CITY specified wages = a multiplier of 1.17)

ITEM	DESCRIPTION	Multiplier
The Bidder's proposed multiplier rate shall include all costs such as: contracted worker rate, social security taxes, Medicare taxes, state and federal unemployment insurance, worker's compensation insurance, Affordable Care Act (ACA), liability insurance, advertising, recruiting, background checks, drug testing, administrative costs (payroll, admin, etc.)		
A	Category A Employees: Clerical/Secretarial/Administrative/Office	1.21
B	Category B Employees: Maintenance/Custodial/Mechanical	1.29
C	Category C Employees: Recreational	1.24
D	Category D Employees: All other positions	1.21
Guaranteed minimum number of hours per approved position for temporary staffing services		4 Hours
Company: J Mark Inc of Central Florida d/b/a J Mark Inc	Printed Name: (Authorized Rep) Lisa Hancock	Title: Executive Vice President
I am a legal agent of the above named company and am fully authorized to sign and bind the above listed Company to the contract.		
Authorized Signature: <i>Lisa Hancock</i>		Date: 3/1/16

THE REMAINDER OF THIS PAGE
INTENTIONALLY LEFT BLANK

EXHIBIT B**SUPPLEMENTAL PROVISIONS**

Section 1. Bid. This Contract is awarded based on CONTRACTOR'S Bid responding to CITY'S ITB. CONTRACTOR represents and warrants that all information and representations contained in the Bid is truthful to the best of CONTRACTOR'S knowledge and belief and CONTRACTOR hereby restates and affirms all representations contained in the Bid.

Section 2. Performance Bonds. No performance bonds or payment bonds are required by this Contract.

Section 3. Notice to Parties

- A. Notice to the CITY regarding terms and conditions of the Contract and changes in address/addressee shall be directed to the CITY Procurement Contact as identified on the cover page of this Contract. Notice and communication with the CITY regarding the Services shall be directed to the CITY department contact as identified on the cover page of this Contract. Payment to CITY shall be directed to City of Melbourne, Accounts Receivable, 900 East Strawbridge Avenue, Melbourne, Florida 32901.
- B. Notice and communication and changes in address/addressee to the CONTRACTOR shall be directed to the CONTRACTOR Contact as identified on the cover page of this Contract.
- C. Notice of default or notice of termination of this Contract shall be made in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested and shall be addressed as follows:

If to the CITY

Procurement & Contracts Manager
Procurement Division
City of Melbourne
900 East Strawbridge Avenue
Melbourne, Florida 32901

If to CONTRACTOR:

IMark Inc of Central Florida d/b/a Manpower
1005 East Strawbridge Avenue
Melbourne, FL 32901

A party may unilaterally change its address or addressee by giving notice in writing to the other party as provided in this section. Thereafter, notices and other pertinent correspondence shall be addressed and transmitted to the new address.

Section 4. Insurance Requirements

- A. CONTRACTOR shall maintain in force for the duration of the contracted period Commercial General Liability, Workers Compensation, and, if vehicles are used in the delivery of contracted service, Auto Liability insurance coverage.
- B. Proof of Insurance. CONTRACTOR shall submit proof of the required insurance to city in the form of Certificates of Insurance or a copy of their policy's declaration page.

Section 5. Other Provisions

- A. Paragraph ____ of the Standard Terms and Conditions of Agreement - Services shall be modified as follows:



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
02/04/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Central, Inc.
Milwaukee WI Office
10700 Research Drive
Suite 450
Milwaukee WI 53226 USA

CONTACT
NAME:
PHONE
(A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105
E-MAIL
ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Federal Insurance Company

20281

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
J-Mark, Inc. of Central Florida
dba Manpower
445 West State Road 436
Suite 1013
Altamonte Springs FL 32714 USA

COVERAGES

CERTIFICATE NUMBER: 570061127238

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			35207790	03/01/2016	03/01/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			73508789	03/01/2016	03/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION			79850970	03/01/2016	03/01/2017	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
A	Misc Liab cvg			35207790 Crime SIR applies per policy terms & conditions	03/01/2016	03/01/2017	Employee Theft \$2,000,000 Included Client Coverage Included Third Party Dishone:

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Coverage.

CERTIFICATE HOLDER

J-Mark, Inc. of Central Florida
dba Manpower
445 West State Road 436, Suite 1013
Altamonte Springs FL 32714 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

Holder Identifier :

Certificate No : 570061127238



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
02/08/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Central, Inc.
Milwaukee WI Office
10700 Research Drive
Suite 450
Milwaukee WI 53226 USA

CONTACT NAME:
PHONE (A/C No. Ext): (866) 283-7122 FAX (A/C No.): (800) 363-0105
E-MAIL ADDRESS:

INSURED
J-Mark, Inc. of Central Florida
dba Manpower
445 West State Road 436
Suite 1013
Altamonte Springs FL 32714 USA

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Lloyd's Syndicate No. 2623 AA1128623
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES

CERTIFICATE NUMBER: 570061151531

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE
							DAMAGE TO RENTED PREMISES (Ea occurrence)
							MED EXP (Any one person)
							PERSONAL & ADV INJURY
							GENERAL AGGREGATE
							PRODUCTS - COMPIOP AGG
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	OTHER:						
	AUTOMOBILE LIABILITY						
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person)
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident)
							PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION						AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/>
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT
A	E&O-PL-Primary			QK1603464 Claims Made SIR applies per policy terms & conditions	03/01/2016	03/01/2017	E.L. DISEASE-EA EMPLOYEE
							E.L. DISEASE-POLICY LIMIT
							Aggregate Occurrence
							\$15,000,000
							\$15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Coverage.

CERTIFICATE HOLDER

CANCELLATION

J-Mark, Inc. of Central Florida
dba Manpower
445 West State Road 436, Suite 1013
Altamonte Springs FL 32714 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

City of Melbourne



Procurement Division

900 E. Strawbridge Avenue • Melbourne, FL 32901 • (321) 608-7060 • Fax (321) 608-7070

ADDENDUM #1

Date Issued: February 8, 2016

ITB No.: ITB-02-038-0-2016/BB

ITB Title: Temporary Staffing Services

This addendum is issued as part of the aforementioned ITB. The changes incorporated herein are an amendment to and supersede those conditions shown in the original solicitation.

The Bidder shall acknowledge receipt of this addendum in the space provided on the Bidder's Certification and Acknowledgement of Addenda form. Failure to do so may subject Bidder to disqualification.

Question 1: What is the annual budget for this contract?

Answer: There is no budget for temporary staffing. It is expensed on an as-needed basis.

Question 2: Who is the current vendor on contract?

Answer: Spherion Staffing, LLC, Melbourne, Florida.

Question 3: What is the award date of current contract?

Answer: The contract was originally awarded to MSS Staffing, Inc. by City Council on February 12, 2013. The originally awarded vendor closed their business and ended their contract as of August 2, 2014. The contract was awarded to Spherion Staffing, LLC by City Council on May 27, 2014 based on original bid results and the City's local vendor preference ordinance. Spherion's contract effective date was June 2, 2014.

Question 4: What were the hourly billing rates for each category at time of award?

Answer: The multipliers originally awarded were as follows:

Category A:	Clerical/Secretarial/Administrative/Office	1.17
Category B:	Maintenance/Custodial/Mechanical	1.18
Category C:	Recreational	1.17
Category D:	All other positions	1.17

Question 5: What were the prevailing wage requirements at time of award?

Answer: There were no prevailing wage requirements.

Question 6: What are the current billing rates?

Answer: The current multipliers are as follows:

Category A:	Clerical/Secretarial/Administrative/Office	1.22
Category B:	Maintenance/Custodial/Mechanical	1.28
Category C:	Recreational	1.25
Category D:	All other positions	1.22

Per the Affordable Care Act the City also pays the current vendor \$0.29 per billable hour up to a maximum annual fee of \$6,800.

Question 7: May we be provided with the bid tabulation from current contract?

Answer: The bid tabulation is attached to this Addendum.

Bid due date and time remain unchanged: February 25, 2016 no later than 3:00 PM.

Lanae Gilmore

Lanae Gilmore, CPPO, CPPB
Procurement & Contracts Manager

Quintana

City of Melbourne



Procurement Division

900 E. Strawbridge Avenue • Melbourne, FL 32901 • (321) 608-7060 • Fax (321) 608-7070

ADDENDUM #2

Date Issued: February 22, 2016

ITB No.: ITB-02-038-0-2016/BB

ITB Title: Temporary Staffing Services

This addendum is issued as part of the aforementioned ITB. The changes incorporated herein are an amendment to and supersede those conditions shown in the original solicitation.

The Bidder shall acknowledge receipt of this addendum in the space provided on the Bidder's Certification and Acknowledgement of Addenda form. Failure to do so may subject Bidder to disqualification.

Question 1: Can you share what the dollar spend was in 2014 and 2015 under this contract?

Answer: The approximate spend for fiscal years 2014 and 2015 are as follows:

FY 2014 (10/1/13 – 9/30/14): \$362,530 FY 2015 (10/1/14 - 9/30/15): \$351,348

Question 2: For each of the Categories (A, B, C, and especially D) can you give the job titles used historically and any job descriptions you might have used?

Answer: The majority of temporary staff the City hires fall into Category C "Recreational": This includes Parks and Recreation and the City's Golf Courses. The most common positions are Recreation Aides, Golf Course/Pro Shop Attendants, and Snack Bar Attendants. Category A "Clerical/Secretarial/Administrative" positions are used occasionally as needed. Category D "All other positions" is seldom used.

Question 3: What is the average length of an assignment?

Answer: The City does not track the average length of assignments. Occasionally the City will need temporary staff for a few weeks for someone out on leave. Golf Course assignments are long-term in nature and can last for multiple years.

Question 4: Can we submit one or two categories or do we have to submit for all items?

Answer: Bidders are to submit multiplier rates for all categories.

Question 5: Can the City provide job descriptions and titles for expected positions within scope of this bid?

Answer: The job descriptions for long-term positions for Golf Course and Pro Shop Attendants are attached this addendum. There is no way for the City to anticipate what other positions are expected.

Question 6: Is City open to including the ACA costs in the proposed mark-up, as opposed to billed separately? The pricing schedule format doesn't allow for room to indicate a shift to include the cost in the pricing instead of a separate billable item.

Answer: After further research, the City determined that ACA costs should not be a separate cost to the City. Bidders shall submit multiplier rates that are all-inclusive (this includes ACA costs). See Revised Exhibit A4 Pricing Schedule attached to this addendum.

Bid due date and time is extended to: March 1, 2016 no later than 3:00 PM.

Lanae Gilmore
Lanae Gilmore, CPPO, CPPB
Procurement & Contracts Manager

Lisa Anasch

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS[Home](#)[Contact Us](#)[E-Filing Services](#)[Document Searches](#)[Forms](#)[Help](#)

Detail by Entity Name

Florida Profit Corporation

J MARK INC. OF CENTRAL FLORIDA

Filing Information

Document Number	V29321
FEI/EIN Number	59-3114570
Date Filed	04/17/1992
State	FL
Status	ACTIVE
Last Event	CANCEL ADM DISS/REV
Event Date Filed	09/26/2007
Event Effective Date	NONE

Principal Address

445 WEST STATE ROAD 436, SUITE 1013
ALTAMONTE SPRINGS, FL 32714

Changed: 02/22/2012

Mailing Address

PO BOX 3097
EAU CLAIRE, WI 54702

Changed: 05/29/2009

Registered Agent Name & Address

INCORP SERVICES INC
17888 67TH COURT NORTH
LOXAHATCHEE, FL 33470

Name Changed: 04/26/2005

Address Changed: 09/13/2006

Officer/Director Detail

Name & Address

Title VP

HIAWATHA, IA 52233

Title P

FREDERIKSON, DAVID M
1119 REGIS CRT, SUITE 260
EAU CLAIRE, WI 54701

Annual Reports

Report Year	Filed Date
2014	01/09/2014
2015	01/12/2015
2016	03/04/2016

Document Images

03/04/2016 -- ANNUAL REPORT	View image in PDF format
01/12/2015 -- ANNUAL REPORT	View image in PDF format
01/09/2014 -- ANNUAL REPORT	View image in PDF format
02/01/2013 -- ANNUAL REPORT	View image in PDF format
02/22/2012 -- ANNUAL REPORT	View image in PDF format
02/18/2011 -- ANNUAL REPORT	View image in PDF format
02/19/2010 -- ANNUAL REPORT	View image in PDF format
05/29/2009 -- ANNUAL REPORT	View image in PDF format
04/03/2008 -- ANNUAL REPORT	View image in PDF format
09/26/2007 -- REINSTATEMENT	View image in PDF format
07/10/2006 -- ANNUAL REPORT	View image in PDF format
04/26/2005 -- ANNUAL REPORT	View image in PDF format
01/23/2004 -- ANNUAL REPORT	View image in PDF format
02/27/2003 -- ANNUAL REPORT	View image in PDF format
03/18/2002 -- Name Change	View image in PDF format
01/30/2002 -- ANNUAL REPORT	View image in PDF format
04/06/2001 -- ANNUAL REPORT	View image in PDF format
04/18/2000 -- ANNUAL REPORT	View image in PDF format
04/25/1999 -- ANNUAL REPORT	View image in PDF format
04/09/1998 -- ANNUAL REPORT	View image in PDF format
07/30/1997 -- ANNUAL REPORT	View image in PDF format
05/01/1996 -- ANNUAL REPORT	View image in PDF format
08/09/1995 -- ANNUAL REPORT	View image in PDF format

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS[Home](#)[Contact Us](#)[E-Filing Services](#)[Document Searches](#)[Forms](#)[Help](#)[Previous on List](#)[Next on List](#)[Return to List](#)[Filing History](#)**Fictitious Name Detail****Fictitious Name**

MANPOWER TEMPORARY SERVICES

Filing Information

Registration Number G09000176903

Status ACTIVE

Filed Date 11/17/2009

Expiration Date 12/31/2019

Current Owners 1

County SEMINOLE

Total Pages 2

Events Filed 1

FEI/EIN Number 59-3114570

Mailing Address445 WEST STATE ROAD 436, SUITE 1013
ALTAMONTE SPRINGS, FL 32714**Owner Information**J MARK INC OF CENTRAL FLORIDA
PO BOX 3097

EAU CLAIRE, WI 54701

FEI/EIN Number: 59-3114570

Document Number: V29321

Document Images[11/17/2009 -- Fictitious Name Filing](#)[View Image in PDF format](#)[12/17/2014 -- Fictitious Name Renewal Filing](#)[View Image in PDF format](#)[Previous on List](#)[Next on List](#)[Return to List](#)[Filing History](#)

City of Melbourne



Procurement Division

900 E. Strawbridge Avenue • Melbourne, FL 32901 • (321) 608-7060 • Fax (321) 608-7070

ADDENDUM # 2

Date Issued: March 24, 2021

ITB No.: ITB-B21014S-0-2021/SN

ITB Title: Temporary Staffing Services-Term Contract

This addendum is issued as part of the aforementioned ITB. Any revisions incorporated herein are an amendment to and supersede those conditions shown in the original solicitation. **Revisions, if applicable, shall be indicated as follows: underlined text is added; strike-through ~~text~~ is deleted.**

The Bidder shall acknowledge receipt of this addendum on Acknowledgement of Addenda form. Failure to do so may subject Bidder to disqualification.

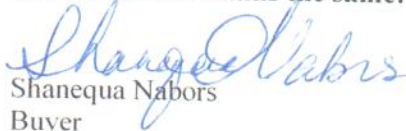
1. QUESTION: Where do we add our profit margin as the markup in item #5 says no profit is included?

RESPONSE: **The percentage of markup on reported tips received by temporary employees shall cover CONTRACTOR costs with no profit margin on the tips.**

2. QUESTION: Could you please elaborate about "Percentage of markup for reported tips received by temporary employees performing services, (Markup shall be paid by the CITY to the CONTRACTOR and shall cover costs with no profit margin)"?

RESPONSE: **CONTRACTOR shall be responsible for reporting and paying all appropriate taxes and fees to the IRS on tips received by temporary employees performing services under the Contract. The City agrees to pay CONTRACTOR a markup (item #5 on the Pricing Schedule) of reported tips received by temporary employees performing services under this Contract. See Exhibit A2 - Performance Standards – Section 1L**

Bid due date remains the same: April 15, 2021 no later than 3:00 PM.


Shanequa Nabors
Buyer

City of Melbourne



Procurement Division

900 E. Strawbridge Avenue • Melbourne, FL 32901 • (321) 608-7060 • Fax (321) 608-7070

ADDENDUM # 3

Date Issued: March 25, 2021

ITB No.: ITB-B21014S-0-2021/SN


ITB Title: Temporary Staffing Services-Term Contract

This addendum is issued as part of the aforementioned ITB. Any revisions incorporated herein are an amendment to and supersede those conditions shown in the original solicitation. **Revisions, if applicable, shall be indicated as follows: underlined text is added; strike-through ~~text~~ is deleted.**

The Bidder shall acknowledge receipt of this addendum on Acknowledgement of Addenda form. Failure to do so may subject Bidder to disqualification.

1. QUESTION: We would like to receive an electronic copy of purchase orders released under this bid.
RESPONSE: See Attachments A & B listing the purchase orders issued for the City's current contract # ITB-02-038-0-2016/BB-Temporary Staffing Services.

Bid due date remains the same: April 15, 2021 no later than 3:00 PM.


Shanequa Nabors
Buyer

ATTACHMENT A

Total Ordered	Create Date	Status	PO Line #	Qty	UOM	Unit Price	Net Price	PO Detail Description
\$16,565.48	05/06/2016	0 - Closed	1	309	HOUR	\$23.79	\$7,351.11	TEMPORARY WEEKEND EMPLOYEES FOR FIRE INSPECTION PAY RANGE 19.6591 * 1.21 MULTIPLER
			2	397	HOUR	\$23.21	\$9,214.37	TEMPORARY WEEKEND EMPLOYEES FOR CODE ENFORCEMENT PAY RANGE 19.7197 * 1.21 MULTIPLER
\$3,297.36	05/11/2016	0 - Closed	1	264	HOUR	\$12.49	\$3,297.36	TEMPORAY STAFFING FOR DATA ENTRY INTO CEMETERY APPLICATION. (\$10.3 1.21)= \$12.49/HR)
\$1,116.00	05/19/2016	0 - Closed	1	100	HOUR	\$11.16	\$1,116.00	TEMPORARY STAFFING FOR ONE RECREATION LEADER FOR ADULT KICKBALL L 124%) = \$11.16 COVERAGE THRU 9/30/16
\$8,272.00	05/19/2016	0 - Closed	1	550	HOUR	\$15.04	\$8,272.00	TEMPORARY STAFFING FOR 2 RECREATION LEADERS FOR ADULT SOFTBALL (\$1 \$15.04) COVERAGE THRU 9/30/16
\$18,709.12	05/24/2016	0 - Closed	1	1232	HOUR	\$11.16	\$13,749.12	TEMPORARY STAFFING FOR 4 RECREATION AIDES FOR TENNIS COURTS (\$9.00 ;
			2	400	HOUR	\$12.40	\$4,960.00	TEMPORARY STAFFING FOR MAINTENANCE WORKER I AT TENNIS COURTS (\$10 \$12.40)
\$2,997.60	06/01/2016	0 - Closed	1	240	HOUR	\$12.49	\$2,997.60	3 TEMP DATA ENTRY CLERKS TO ENTER CEMETERY RECORDS. (\$10.32* 1.21 ML
\$4,053.50	06/07/2016	0 - Closed	1	335	HOUR	\$12.10	\$4,053.50	TEMP SERVICES FOR AMINISTRATIVE ASSISTANT II FOR FINANCIAL SERVICES (\$1 MULTIPLIER = \$12.10)
\$5,445.00	06/17/2016	0 - Closed						

		1	450	HOUR	\$12.10	\$5,445.00	TEMP PART TIME SERVICES FOR THE REVENUE DEPARTMENT FOR BTR RENEV MULTIPLIER = \$12.10) JULY 1, 2016 - SEPTEMBER 30, 2016
\$4,805.30	06/22/2016 0 - Closed	1	290	HOUR	\$16.57	\$4,805.30	TEMPORARY EMPLOYEE AT GRANT STREET WATER RECLAMATION. HOURS AF HOURLY RATE \$12.845 X 1.29 MULTIPLIER = \$16.57/HOUR.
\$14,188.72	08/10/2016 0 - Closed	1	672	HOUR	\$11.16	\$7,499.52	CRANE CREEK GOLF CASUAL LABOR \$9.00 X 1.24 MULTIPLIER = \$11.16
		2	298	HOUR	\$12.40	\$3,695.20	CRANE CREEK GOLF MAINTENANCE \$10.00 X MULTIPLIER 1.24= 12.40
		3	300	HOUR	\$9.98	\$2,994.00	CRANE CREEK GOLF FOOD HANDLER \$8.05 X MULTIPLIER 1.24= 9.98
\$4,411.16	08/10/2016 0 - Closed	1	442	HOUR	\$9.98	\$4,411.16	MALLARDS LANDING GOLF FOOD HANDLER \$8.05 X MULTIPLIER 1.24 = \$9.98
\$3,720.00	08/10/2016 0 - Closed	1	300	HOUR	\$12.40	\$3,720.00	MALLARDS LANDING GOLF MAINTENANCE \$10.00 X MULTIPLIER \$1.24 = \$12.40
\$8,994.96	08/10/2016 0 - Closed	1	806	HOUR	\$11.16	\$8,994.96	MALLARDS LANDING GOLF CASUAL LABOR \$9.00 X MULTIPLIER \$1.24 = \$11.16
\$37,208.56	10/10/2016 0 - Closed	1	416	HOUR	\$23.79	\$9,896.64	TEMPORARY WEEKEND EMPLOYEES FOR FIRE INSPECTION PAY RANGE 19.659 MULTIPLIER
		2	512	HOUR	\$23.21	\$11,883.52	TEMPORARY WEEKEND EMPLOYEES FOR CODE ENFORCEMENT PAY RANGE 19.659 MULTIPLIER
		3	920	HOUR	\$16.77	\$15,428.40	TEMPORARY CLERICAL ASSISTANT-PAY RANGE 13.86 X 1.21 MULTIPLIER
\$14,288.00	10/12/2016 0 - Closed	1	950	HOUR	\$15.04	\$14,288.00	TEMPORARY STAFFING FOR 2 RECREATION LEADERS FOR ADULT SOFTBALL (\$ 1.24=\$15.04)

\$2,511.00	10/12/2016 0 - Closed	1	225	HOUR	\$11.16	\$2,511.00	TEMPORARY STAFFING FOR ONE RECREATION LEADER FOR ADULT KICKBALL 1.24 = \$11.16)
\$53,528.32	10/13/2016 0 - Closed	1	3712	HOUR	\$11.16	\$41,425.92	TEMPORARY STAFFING FOR 4 RECREATION AIDES FOR TENNIS COURTS (\$9.00
		2	976	HOUR	\$12.40	\$12,102.40	TEMPORARY STAFFING FOR MAINTENANCE WORKER I AT TENNIS COURTS (\$: 1.24=\$12.40)
\$40,839.18	10/17/2016 0 - Closed	1	4041	HOUR	\$9.98	\$40,329.18	TEMPORARY STAFF FOR CRANE CREEK RESTAURANT 70 HOURS/WEEK @ \$8.0
		2	510	SUM	\$1.00	\$510.00	10.17% MARKUP ON TIPS RECEIVED BY TEMPORARY STAFFING AS NEEDED
\$26,607.20	10/17/2016 0 - Closed	1	2640	HOUR	\$9.98	\$26,347.20	TEMPORARY STAFFING FOR MALLARDS LANDING RESTAURANT 45 HOURS/WI \$1.24 = \$9.98
		2	1	SUM	\$260.00	\$260.00	10.17% MARKUP ON TIPS RECEIVED BY TEMPORARY STAFFING
\$68,448.00	10/18/2016 0 - Closed	1	4000	HOUR	\$11.16	\$44,640.00	TEMPORARY STAFFING FOR MALLARDS LANDING CASUAL LABOR 125 HOURS/ 1.24 multiplier = \$11.16
		2	1920	HOUR	\$12.40	\$23,808.00	MAINTENACE STAFF 60 HOURS/WEEK @ \$10x 1.24 MULTIPLIER= \$12.40
\$72,507.76	10/18/2016 0 - Closed	1	3916	HOUR	\$11.16	\$43,702.56	TEMPORARY STAFFING FOR CRANE CREEK GOLF COURSE FOR CASUAL LABOR @ 11.16/HR
		2	2323	HOUR	\$12.40	\$28,805.20	MAINTENANCE STAFF 60 HOURS/WEEK @ 12.40/HR
\$363.00	10/19/2016 0 - Closed	1	30	HOUR	\$12.10	\$363.00	EXTENSION OF TEMP PART TIME SERVICES FOR THE REVENUE DEPARTMENT (MULTIPLIER = \$12.10)

\$774.40	10/26/2016 0 - Closed	1	64	HOUR	\$12.10	\$774.40	TEMP PART TIME SERVICES FOR THE REVENUE DEPARTMENT (\$10.00*1.21 M
\$30,221.28	11/03/2016 0 - Closed	1	2708	HOUR	\$11.16	\$30,221.28	CUSTODIAL TEMP STAFF FOR AUDITORIUM \$9.00 X 1.24 = \$11.16/HR
\$5,949.92	11/10/2016 0 - Closed	1	328	HOUR	\$18.14	\$5,949.92	TEMP EMPLOYEES TO FIX SIGNAGE THROUGHOUT THE CITY DUE TO THE EFFE MATTHEW \$14.9936*1.21= \$18.142256
\$2,841.60	12/01/2016 0 - Closed	1	160	HOUR	\$17.76	\$2,841.60	TEMPORARY CLERICAL ASSISTANT ASSIGNMENT NOVEMBER - DECEMBER, 2016 (8 WEEKS) \$14.68 X 121% = \$17.76
\$13,068.00	12/06/2016 0 - Closed	1	900	HOUR	\$14.52	\$13,068.00	TEMP PART TIME SERVICES FOR THE FINANCIAL SERVICES DEPARTMENT (\$12. MULTIPLIER = \$14.52)
\$16,000.00	12/14/2016 0 - Closed	1	1		\$16,000.00	\$16,000.00	2 TECHNICAL SUPPORT TECHNICIANS (\$20 hourly rate x 1.21 multiplier for a tr hour)
\$1,420.80	12/29/2016 0 - Closed	1	80	HOUR	\$17.76	\$1,420.80	TEMPORARY CLERICAL ASSISTANT ASSIGNMENT EXTENSION JANUARY 2017 (4 \$14.68 X MULTIPLIER 1.21 = \$17.76
\$4,936.80	01/05/2017 0 - Closed	1	408	HOUR	\$12.10	\$4,936.80	TEMP PART TIME SERVICES FOR THE POLICE DEPARTMENT - PROPERTY/EVIDE MULTIPLIER - \$12.10)
\$14,000.00	01/12/2017 0 - Closed	1	1		\$14,000.00	\$14,000.00	TEMPORARY STAFFING: DENISE BILLETS; TO CONTINUE UNTIL THE FULL TIME POSITION IS FILLED \$13.51*1.21=\$16.34 TOTAL BILLED HOURLY RATE
\$4,262.40	02/15/2017 0 - Closed						

		1	240	HOUR	\$17.76	\$4,262.40	HOURLY RATE \$14.69 X MARKUP (121%)=\$17.76 PER TOTALLY BILLED HOUR TWELVE WEEK ASSIGNMENT TO START 2/17/17, END WHEN EMPLOYEE RETI APPROXIMATELY 8 - 12 WEEKS. APPROXIMATELY 20 HOURS PER WK
\$4,617.60	02/28/2017 0 - Closed						
		1	260	HOUR	\$17.76	\$4,617.60	TEMPORARY CLERICAL ASSISTANT ASSIGNMENT EXTENSION FEBRUARY - APR \$14.68 X MULTIPLIER 1.21 = \$17.76
\$1,420.80	04/13/2017 0 - Closed						
		1	80	HOUR	\$17.76	\$1,420.80	TEMPORARY CLERICAL ASSISTANT ASSIGNMENT EXTENSION MAY 2017 (4 WE MULTIPLIER 1.21 = \$17.76
\$17,437.44	05/03/2017 0 - Closed						
		1	912	HOUR	\$19.12	\$17,437.44	TEMPORARY WAREHOUSE STOREKEEPER ASSIGNMENT APRIL 2017 THRU JUL \$15.80 X MULTIPLIER 1.21 = \$19.12
\$4,617.60	06/29/2017 0 - Closed						
		1	260	HOUR	\$17.76	\$4,617.60	TEMPORARY CLERICAL ASSISTANT ASSIGNMENT EXTENSION JUNE-AUGUST (6 MULTIPLIER 1.21 = \$17.76
\$2,841.60	06/29/2017 0 - Closed						
		1	1	SUM	\$2,841.60	\$2,841.60	TEMP STAFF TO PREPARE PLANS TO BE DIGITIZED FOR THE TRANSFER TO THE SYSTEM FOR ENGINEERING.
\$8,452.08	07/18/2017 0 - Closed						
		1	504	EACH	\$16.77	\$8,452.08	TEMP PART TIME SERVICES FOR THE REVENUE DEPARTMENT (\$13.86*1.21 MI
\$670.80	10/04/2017 0 - Closed						
		1	40	EACH	\$16.77	\$670.80	EXTENSION OF TEMP PART TIME SERVICES FOR THE REVENUE DEPARTMENT (MULTIPLIER = \$16.77)
\$54,218.16	10/04/2017 0 - Closed						
		1	416	HOUR	\$23.79	\$9,896.64	TEMPORARY WEEKEND EMPLOYEES FOR FIRE INSPECTION PAY RANGE 19.659 MULTIPLIER

		2	512	HOUR	\$23.21	\$11,883.52	TEMPORARY WEEKEND EMPLOYEES FOR CODE ENFORCEMENT PAY RANGE 1 MULTIPLIER
		3	1960	HOUR	\$16.55	\$32,438.00	TEMPORARY CLERICAL ASSISTANT-PAY RANGE 13.68X1.21 MULTIPLIER
\$5,805.00	10/06/2017 0 - Closed	1	1	SUM	\$5,805.00	\$5,805.00	TWO (2) - TEMP WORKERS TO FIX SIGNAGE THROUGHOUT THE CITY AFTER H
\$33,480.00	10/20/2017 0 - Closed	1	3000	EACH	\$11.16	\$33,480.00	CUSTODIAL TEMP STAFF FOR AUDITORIUM \$9.00 X 1.24 = \$11.16/HR
\$28,470.24	10/25/2017 0 - Closed	1	2756	HOUR	\$10.04	\$27,670.24	TEMPORARY STAFFING FOR MALLARDS LANDING LOUNGE FOR 53 HOURS A V 1.24=\$10.04)
		2	800	SUM	\$1.00	\$800.00	10.17% MARKUP ON TIPS RECEIVED BY TEMPORARY STAFF (AS NEEDED)
\$2,511.00	10/26/2017 0 - Closed	1	225	HOUR	\$11.16	\$2,511.00	TEMPORARY STAFFING FOR TWO RECREATION LEADERS FOR ADULT KICKBALL 1.24=\$11.16)
\$14,288.00	10/30/2017 0 - Closed	1	950	HOUR	\$15.04	\$14,288.00	TEMPORARY STAFFING FOR 2 RECREATION LEADERS FOR ADULT SOFTBALL (\$1 1.24=\$15.04)
\$50,840.00	11/02/2017 0 - Closed	1	3400	HOUR	\$11.16	\$37,944.00	TEMPORARY STAFFING FOR 4 RECREATION AIDES FOR THE TENNIS COURTS (\$1
		2	1040	HOUR	\$12.40	\$12,896.00	TEMPORARY STAFFING FOR MAINTENANCE WORKER I AT TENNIS COURTS (\$1 1.24=\$12.40)
\$42,896.42	11/02/2017 0 - Closed	1	4160	HOUR	\$10.04	\$41,766.40	TEMPORARY STAFF FOR CRANE CREEK LOUNGE FOR 80 HOURS A WEEK (\$8.10
		2	1	SUM	\$825.00	\$825.00	10.17% MARKUP ON TIPS RECEIVED BY TEMPORARY STAFF

		3	305.02	SUM	\$1.00	\$305.02	10.17% MARKUP ON TIPS RECEIVED BY TEMPORARY STAFF
\$124,292.64	11/02/2017 0 - Closed						
		1	6004	HOUR	\$11.16	\$67,004.64	TEMPORARY STAFFING FOR CRANE CREEK RESERVE GOLF COURSE FOR CASUAL (X 1.24=\$11.16)
		2	4620	HOUR	\$12.40	\$57,288.00	TEMPORARY STAFF FOR MAINTENANCE (\$10.00 X 1.24=\$12.40)
\$139,123.04	11/02/2017 0 - Closed						
		1	7444	HOUR	\$11.16	\$83,075.04	TEMPORARY STAFFING FOR MALLARDS LANDING GOLF COURSE FOR CASUAL (1.24=\$11.16)
		2	4520	HOUR	\$12.40	\$56,048.00	TEMPORARY STAFFING FOR MAINTENANCE STAFF (\$10.00 X 1.24=\$12.40)
\$13,975.50	12/04/2017 0 - Closed						
		1	1050	HOUR	\$13.31	\$13,975.50	TEMPORARY STAFFING FOR (3) CLERICAL/INVENTORY POSITIONS FOR PROPER (\$11.00/HOUR X \$2.31/MARKUP = \$13.31/TOTAL BILLED HOURLY RATE)
\$6,601.56	12/18/2017 0 - Closed						
		1	406	EACH	\$16.26	\$6,601.56	TEMP PART TIME & FULL TIME SERVICES FOR THE UTILITY BILLING & COLLECTIVE (SWITCHBOARD) (\$13.44*1.21 MULTIPLIER = \$16.26)
\$28,297.60	01/16/2018 0 - Closed						
		1	1480	HOUR	\$19.12	\$28,297.60	TEMPORARY WAREHOUSE STOREKEEPER ASSIGNMENT JANUARY 2018 THROUGH WEEKS) \$15.80 X MULTIPLIER 1.21 = \$19.12
\$13,583.70	03/09/2018 0 - Closed						
		1	810	HOUR	\$16.77	\$13,583.70	TEMP EMPLOYEE SERVICES FOR REVENUE
\$4,975.60	03/21/2018 0 - Closed						
		1	280	EACH	\$17.77	\$4,975.60	HOURLY RATE \$14.69 PLUS MARKUP OF 1.21 FOR A TOTAL OF \$17.77 PER HOUR
\$24,800.00	06/13/2018 0 - Closed						
		1	24800	EACH	\$1.00	\$24,800.00	TO PAY TEMPORARY EMPLOYEES ON AN AS NEEDED BASIS PER CONTRACT #0.
\$8,276.40	06/13/2018 0 - Closed						
		1	152	HOUR	\$54.45	\$8,276.40	1 SYSTEMS ANALYST (\$45 hourly rate x 1.21 multiplier for a total of \$54.45 per hour)

\$5,686.40	08/16/2018 0 - Closed	1	320	HOUR	\$17.77	\$5,686.40	TEMP STAFF FOR ADMIN ASST II AT \$14.69/HR X MARKUP OF 1.21 = \$17.77/H
\$29,204.12	10/09/2018 0 - Closed	1	2756	HOUR	\$10.27	\$28,304.12	TEMPORARY STAFFING FOR MALLARDS LANDING LOUNGE FOR 53 HOURS A WEEK (\$10.27 X 1.24=\$10.27)
		2	1	SUM	\$900.00	\$900.00	10.17% MARKUP ON TIPS RECEIVED BY TEMPORARY STAFF (as needed)
\$34,299.37	10/11/2018 0 - Closed	1	3073.42	EACH	\$11.16	\$34,299.37	CUSTODIAL TEMPORARY STAFF FOR AUDITORIUM \$9.00 X 1.24 = \$11.16/HR
\$2,511.00	10/11/2018 0 - Closed	1	225	HOUR	\$11.16	\$2,511.00	TEMPORARY STAFFING FOR TWO RECREATION LEADERS FOR ADULT KICKBALL (\$11.16 X 1.24=\$11.16)
\$14,288.00	10/11/2018 0 - Closed	1	950	HOUR	\$15.04	\$14,288.00	TEMPORARY STAFFING FOR TWO RECREATION LEADERS FOR ADULT SOFTBALL (\$15.04 X 1.24=\$15.04)
\$43,623.20	10/15/2018 0 - Closed	1	4160	HOUR	\$10.27	\$42,723.20	TEMPORARY STAFF FOR CRANE CREEK LOUNGE FOR 80 HOURS A WEEK (\$8.29 X 1.24=\$10.27)
		2	900	SUM	\$1.00	\$900.00	10.17% MARKUP ON TIPS RECEIVED BY TEMPORARY STAFF
\$50,840.00	10/15/2018 0 - Closed	1	3400	HOUR	\$11.16	\$37,944.00	TEMPORARY STAFFING FOR 4 RECREATION AIDES FOR THE TENNIS COURTS (\$11.16 X 1.24=\$11.16)
		2	1040	HOUR	\$12.40	\$12,896.00	TEMPORARY STAFFING FOR MAINTENANCE WORKER I AT TENNIS COURTS (\$12.40 X 1.24=\$12.40)
\$20,124.00	10/15/2018 0 - Closed	1	20124	EACH	\$1.00	\$20,124.00	TO PAY TEMPORARY EMPLOYEES ON AN AS NEEDED BASIS PER CONTRACT #0:
\$178,363.04	10/18/2018 0 - Closed						

		1	8071.24	HOUR	\$11.16	\$90,075.04	BLANKET FOR TEMPORARY STAFFING FOR MALLARDS LANDING GOLF COURSE LABOR (\$9.00 X 1.24=\$11.16)
		2	7120	HOUR	\$12.40	\$88,288.00	STAFFING FOR MAINTENANCE (\$10.00 X 1.24=\$12.40)
\$216,513.67	10/18/2018 0 - Closed	1	10484.2	HOUR	\$11.16	\$117,003.67	TEMPORARY STAFFING FOR CRANE CREEK RESERVE GOLF COURSE FOR CASUAL X 1.24 = \$11.16)
		2	8025	HOUR	\$12.40	\$99,510.00	TEMPORARY STAFFING FOR MAINTENANCE (\$10.00 X 1.24 = \$12.40)
\$20,124.00	01/09/2019 0 - Closed	1	20124	EACH	\$1.00	\$20,124.00	TO PAY TEMPORARY EMPLOYEES ON AN AS NEEDED BASIS PER CONTRACT #0
\$20,697.60	03/06/2019 0 - Closed	1	576	HOUR	\$19.60	\$11,289.60	ACCOUNTS PAYABLE CLERK FOR THIRTEEN WEEKS AT \$16.20/HR + 121% MARKUP OF \$19.60/HR
		2	480	HOUR	\$19.60	\$9,408.00	ACCOUNTS PAYABLE CLERK FOR TWELVE WEEKS AT \$16.20/HR X 121% MARKUP \$19.60/HR
\$16,815.72	05/03/2019 0 - Closed	1	16815.72	EACH	\$1.00	\$16,815.72	TO PAY TEMPORARY EMPLOYEES ON AN AS NEEDED BASIS PER CONTRACT #0
\$15,443.20	05/14/2019 0 - Closed	1	760	HOUR	\$20.32	\$15,443.20	TEMPORARY WAREHOUSE STOREKEEPER ASSIGNMENT MAY 2019 THRU AUGUST 2019 \$15.75 X MULTIPLIER 1.29 = \$20.32
\$9,619.20	05/22/2019 0 - Closed	1	480	EACH	\$20.04	\$9,619.20	TEMPORARY ADMINISTRATIVE ASSISTANT II FROM 05/20/2019 THROUGH 08/1 WEEKS). \$16.56 X MULTIPLIER 1.21 = \$20.04
\$12,384.00	06/12/2019 0 - Closed	1	960	HOUR	\$12.90	\$12,384.00	BLANKET FOR TEMPORARY STAFFING FOR PARKS MAINTENANCE (\$10X1.29=\$12.90)
\$10,583.04	06/13/2019 0 - Closed						

		1	1		\$10,583.04	\$10,583.04	TEMPORARY EMPLOYEE FOR ADMINISTRATIVE ASSISTANT III TO THE CHIEF OF POLICE. 12 WEEKS @ \$22.048 (\$18.22 MARKUP(1.21)) = \$10,583.04
\$6,001.20	06/25/2019 0 - Closed	1	360	HOUR	\$16.67	\$6,001.20	TEMP PART TIME SERVICES FOR THE REVENUE DEPARTMENT (\$13.78*1.21 MARKUP(1.21)) = \$16.67
\$5,291.52	08/06/2019 0 - Closed	1	1		\$5,291.52	\$5,291.52	TEMPORARY EMPLOYEE FOR ADMINISTRATIVE ASSISTANT III TO THE CHIEF OF POLICE. 6 WEEKS @ \$22.048 (\$18.22 MARKUP(1.21)) = \$5,291.52
\$15,488.00	08/09/2019 0 - Closed	1	320	HOUR	\$24.20	\$7,744.00	TECHNICAL SUPPORT TECHNICIAN (\$20/HOURLY RATE X 1.21 MULTIPLIER FOR \$24.20/HOUR.
		2	320	HOUR	\$24.20	\$7,744.00	TECHNICAL SUPPORT TECHNICIAN (\$20/ HOURLY RATE X 1.21 MULTIPLIER FOR \$24.20/ HOUR)

ATTACHMENT B

Total Ordered	Create Date	Status	PO Line #	Qty	UOM	Unit Price	Net Price	PO Detail Description
\$109,985.82	07/24/2019	0 - Closed	1	2149	HOUR	\$51.18	\$109,985.82	TEMPORARY (1 YR) ENERGОВ PROJECT MANAGER - WILL THIEN
\$2,300.46	10/01/2019	0 - Closed	1	138	HOUR	\$16.67	\$2,300.46	TEMP PART TIME SERVICES FOR THE REVENUE DEPARTMENT
\$33,512.96	10/02/2019	0 - Closed	1	1		\$12,346.88	\$12,346.88	TEMPORARY EMPLOYEE FOR ADMINISTRATIVE ASSISTANT III TO THE C \$22.048/HOUR (\$18.2213 + \$3.826 MARKUP[1.21]) X 40 HOURS PER W \$5,291.52
			2	1		\$10,583.04	\$10,583.04	TEMPORARY EMPLOYEE FOR ADMINISTRATIVE ASSISTANT III TO THE CI \$22.048/HOUR (\$18.2213 + \$3.826 MARKUP[1.21]) X 40 HOURS PER W = \$10,583.04
			3	1		\$10,583.04	\$10,583.04	TEMPORARY EMPLOYEE FOR ADMINISTRATIVE ASSISTANT III TO THE CI \$22.48/HOUR (18.2213 + 3.826) MARKUP (1.21) X 40 HOURS PER WEEI
\$6,501.99	10/09/2019	0 - Closed	1	319.98	HOUR	\$20.32	\$6,501.99	TEMPORARY WAREHOUSE STOREKEEPER ASSIGNMENT OCTOBER 2019 THRU DECEMBER 2019 \$15.75 X MULTIPLIER 1.29 = \$20
\$14,288.00	10/22/2019	0 - Closed	1	950	HOUR	\$15.04	\$14,288.00	TEMPORARY STAFFING FOR TWO RECREATION LEADERS FOR ADULT SO X 1.24 = \$15.04)
\$2,511.00	10/22/2019	0 - Closed	1	225	HOUR	\$11.16	\$2,511.00	TEMPRARY STAFFING FOR TWO RECREATION LEADERS FOR ADULT KICK (\$9.00 X 1.24 = \$11.16)
\$52,188.05	10/22/2019	0 - Closed						

			1	3400	HOUR	\$11.16	\$37,944.00	TEMPORARY STAFFING FOR 4 RECREATION AIDES FOR THE TENNIS CC 1.24 = \$11.16)
			2	1040	HOUR	\$12.40	\$12,896.00	TEMPORARY STAFFING FOR MAINTENANCE WORKER I AT TENNIS COL 1.24 = \$12.40)
			3	95	HOUR	\$14.19	\$1,348.05	TEMPORARY STAFFING FOR 1 RECREATION AIDE FOR THE TENNIS COL
\$36,292.86	11/04/2019	0 - Closed						
			1	3126	HOUR	\$11.61	\$36,292.86	CUSTODIAL TEMPORARY STAFF FOR AUDITORIUM \$9.00 X 1.29 = \$11.
\$21,900.98	11/12/2019	0 - Closed						
			1	2002	HOUR	\$10.49	\$21,000.98	TEMPORARY STAFFING FOR THREE FOOD HANDLERS AT MALLARDS LO 1.24 = \$10.49)
			2	900	SUM	\$1.00	\$900.00	10.17% MARKUP ON TIPS RECEIVED BY TEMPORARY STAFF
\$179,998.40	11/18/2019	0 - Closed						
			1	7300	HOUR	\$11.16	\$81,468.00	TEMPORARY STAFFING FOR 12 CASUAL LIGHT LABOR EMPLOYEES AT C RESERVE GOLF COURSE (\$9.00 X 1.24 = \$11.16)
			2	7946	HOUR	\$12.40	\$98,530.40	TEMPORARY STAFFING FOR 9 MAINTENANCE STAFF/LANDSCAPERS FOI RESERVE GOLF COURSE (\$10.00 X 1.24 = \$12.40)
\$179,552.00	12/10/2019	0 - Closed						
			1	8200	HOUR	\$11.16	\$91,512.00	TEMPORARY STAFFING FOR TWELVE CASUAL LABOR LIGHT EMPLOYEES LANDING GOLF COURSE (\$9.00 X 1.24 = \$11.16)
			2	7100	HOUR	\$12.40	\$88,040.00	TEMPORARY STAFFING FOR NINE MAINTENANCE STAFF/LANDSCAPERS LANDING GOLF COURSE (\$10.00 X 1.24 = \$12.40)
\$97,431.12	12/12/2019	0 - Closed						
			1	6294	HOUR	\$15.48	\$97,431.12	BLANKET FOR TEMPORARY STAFFING FOR PARKS MAINTENANCE (\$12.0 \$15.48)
\$3,872.00	12/18/2019	0 - Closed						

			1	3872	SUM	\$1.00	\$3,872.00	TEMPORARY OFFICE HELP FOR UTILITIES OPERATIONS OFFICE LOCATED HARPER RD. 2 MONTHS/320 HOURS @\$12.10 = \$3872
\$47,432.00	12/19/2019	0 - Closed	1	1960	HOURLY	\$24.20	\$47,432.00	TECHNICAL SUPPORT TECHNICIAN (\$20/HOURLY RATE X 1.21 MULTIPLIER OF \$24.20/HOURLY.
\$5,496.40	01/15/2020	0 - Closed	1	1		\$3,140.80	\$3,140.80	TEMP EMPLOYEE TO ASSIST WITH PREPARING DOCUMENTS FOR ARCHITECT
			2	1		\$2,355.60	\$2,355.60	EXTENSION OF TEMPORARY WORKER TO PREPARE RECORDS FOR ARCHITECT
\$42,400.00	01/17/2020	0 - Closed	1	42400	HOURLY	\$1.00	\$42,400.00	BLANKET P.O. TO PAY TEMPORARY EMPLOYEES ON AN AS NEEDED BASIS CONTRACT #02-038-0-2016/BB.
\$14,955.22	02/03/2020	0 - Closed	1	1378	HOURLY	\$10.49	\$14,455.22	TEMPORARY STAFFING FOR FOUR FOOD HANDLERS FOR CRANE LOUNGE (= \$10.49)
			2	500	SUM	\$1.00	\$500.00	10.17% MARKUP ON TIPS RECEIVED BY TEMPORARY STAFF
\$8,808.80	02/05/2020	0 - Closed	1	520	HOURLY	\$16.94	\$8,808.80	TEMPORARY STAFFING ASSIGNMENT FEBRUARY 2020 THROUGH MAY 2020 \$14.00 x MARKUP 121%=\$16.94
\$21,780.00	02/14/2020	0 - Closed	1	1		\$21,780.00	\$21,780.00	TEMPORARY ASSISTANT CITY ENGINEER TO ASSIST WITH CAPITAL IMPROVEMENT PROJECTS, DEVELOPMENT PLAN REVIEW AND VARIOUS OTHER DUTIES
\$1,104.84	03/18/2020	0 - Closed	1	62	HOURLY	\$17.82	\$1,104.84	SWITCHBOARD OPERATOR FOR 62 WORKING HOURS AT \$14.73/HR + 12% FOR A TOTAL OF \$17.82/HR

\$17,424.00	06/04/2020	0 - Closed	1	160	HOUR	\$60.50	\$9,680.00	LEAD SYSTEM ANALYST FOR 160 WORKING HOURS AT \$50.00/HR + 12% MARKUP FOR A TOTAL OF \$60.50
			2	160	HOUR	\$48.40	\$7,744.00	SYSTEMS ANALYST FOR 160 WORKING HOURS AT \$40.00/HR + 12% MARKUP FOR A TOTAL OF \$48.40
\$1,742.40	06/10/2020	0 - Closed	1	120	HOUR	\$14.52	\$1,742.40	CONCIERGE FOR 120 HRS TO MONITOR CITY HALL BUILDING CUSTOMER INQUIRIES FOR AN INITIAL 3 WEEKS AT \$12.00/HR + 12% MARKUP FOR A TOTAL OF \$14.52
\$22,320.00	06/16/2020	0 - Closed	1	1500	HOUR	\$14.88	\$22,320.00	TEMPORARY STAFFING FOR 5 CUSTODIANS FOR RECREATION CENTERS SANITIZED FOR PATRONS DURING SUMMER CAMP (10 WEEKS) (\$12.00/HR + 12% MARKUP = \$14.88/HR)
\$3,634.06	08/24/2020	0 - Closed	1	218	HOUR	\$16.67	\$3,634.06	TEMP PART TIME SERVICE FOR THE REVENUE DEPARTMENT
\$2,667.20	09/03/2020	0 - Closed	1	160	HOUR	\$16.67	\$2,667.20	SWITCHBOARD OPERATOR FOR 160 WORKING HOURS AT \$13.78/HR + 12% MARKUP FOR A TOTAL OF \$16.67/HR
\$1,000.00	09/09/2020	0 - Closed	1	1		\$1,000.00	\$1,000.00	ONE CONTRACT EMPLOYEE W/KNOWLEDGE OF SSRS AND SSIS FOR 20 WORKING HOURS AT \$40.00/HR + 12% MARKUP FOR A TOTAL OF \$44.80
\$25,168.00	10/12/2020	8 - Printed	1	1		\$25,168.00	\$25,168.00	TEMPORARY IT EMPLOYEE, \$20/HR X 4.2/HR MARKUP=\$24.20/HR
\$15,403.08	10/12/2020	8 - Printed	1	924	HOUR	\$16.67	\$15,403.08	TEMP PART TIME SERVICES FOR THE REVENUE DEPARTMENT
\$30,000.00	10/12/2020	8 - Printed	1	1		\$30,000.00	\$30,000.00	BLANKET P.O. TO PAY TEMPORARY EMPLOYEES ON AN AS NEEDED BASIS

\$11,971.00	12/28/2020	8 - Printed							
			1	1100	HOUR	\$10.61	\$11,671.00	TEMPORARY STAFFING FOR FOOD HANDLERS AT MALLARDS LANDING 1.24 = \$10.61)	
			2	300	SUM	\$1.00	\$300.00	10.17% MARKUP ON TIPS RECEIVED BY TEMPORARY STAFF	
\$14,241.60	12/30/2020	8 - Printed							
			1	920	HOUR	\$15.48	\$14,241.60	TEMPORARY STAFFING PARKS MAINTENANCE (\$12.00 X 1.29 = \$15.48 NEEDED BASIS	
\$19,321.92	01/05/2021	8 - Printed							
			1	360	HOUR	\$15.48	\$5,572.80	TEMP STAFF FOR EXTRA CLEANING OF POOLS, REC. CENTERS AND GOL (\$15.48 X 1.29 = \$15.48)	
			2	1008	HOUR	\$13.64	\$13,749.12	TEMP STAFF FOR TENNIS TO ENSURE SOCIAL DISTANCING DUE TO COV (\$11.00 X 1.24 = \$13.64)	
\$19,321.92	01/05/2021	8 - Printed							
			1	360	HOUR	\$15.48	\$5,572.80	TEMP STAFF FOR EXTRA CLEANING OF POOLS, REC. CENTERS AND GOLF (\$15.48 X 1.29 = \$15.48)	
			2	1008	HOUR	\$13.64	\$13,749.12	TEMP STAFF FOR TENNIS TO ENSURE SOCIAL DISTANCING DUE TO COVI (\$11.00 X 1.24 = \$13.64)	
\$15,325.20	01/05/2021	8 - Printed							
			1	990	HOUR	\$15.48	\$15,325.20	CUSTODIAL TEMPORARY STAFF FOR AUDITORIUM \$12.00 X 1.29 = \$15.48	
\$34,977.40	01/07/2021	8 - Printed							
			1	1500	HOUR	\$13.64	\$20,460.00	TEMPORARY STAFF FOR TENNIS PRO SHOP EMPLOYEES (\$11.00 X 1.24 = \$13.64)	
			2	450	HOUR	\$15.48	\$6,966.00	TEMPORARY STAFF FOR TENNIS MAINTENANCE (\$12.00 X 1.29 = \$15.48)	
			3	425	HOUR	\$15.04	\$6,392.00	TEMPORARY STAFF FOR SOFTBALL (\$12.13 X 1.24 = \$15.04)	

			4	85	HOUR	\$13.64	\$1,159.40	TEMPORARY STAFF FOR KICKBALL (\$11.00 X 1.24 = \$13.64)
\$16,695.50	01/08/2021	8 - Printed	1	1550	HOUR	\$10.61	\$16,445.50	TEMPORARY STAFFING FOR FOOD HANDLERS AT CRANE CREEK LOUNGE (\$10.61)
			2	250	SUM	\$1.00	\$250.00	10.17% MARKUP ON TIPS RECEIVED BY TEMPORARY STAFF
\$6,324.00	01/11/2021	8 - Printed	1	300	HOUR	\$21.08	\$6,324.00	TEMPORARY STAFFING FOR RECREATION ADMIN OFFICE (\$17.00 X 1.24 = \$21.08)
\$92,370.00	01/11/2021	8 - Printed	1	4000	HOUR	\$11.16	\$44,640.00	TEMPORARY STAFFING FOR CASUAL LIGHT LABOR EMPLOYEES AT CRAVEY RESERVE. (\$9.00 X 1.24 = \$11.16)
			2	3700	HOUR	\$12.90	\$47,730.00	TEMPORARY STAFFING FOR MAINTENANCE STAFF/LANDSCAPERS FOR CRAVEY RESERVE (\$10.00 X 1.29 = \$12.90)
\$81,855.00	01/11/2021	8 - Printed	1	3000	HOUR	\$11.16	\$33,480.00	TEMPORARY STAFFING FOR CASUAL LIGHT LABOR AT MALLARDS LAND (\$9.00 X 1.24 = \$11.16)
			2	3750	HOUR	\$12.90	\$48,375.00	TEMPORARY STAFFING FOR MAINTENANCE STAFF/LANDSCAPERS FOR MALLARDS LANDING. (\$10.00 X 1.27 = \$12.90)
\$2,508.80	01/19/2021	0 - Closed	1	128	HOUR	\$19.60	\$2,508.80	TEMPORARY PART TIME SERVICE FOR FINANCE
\$15,480.00	03/23/2021	8 - Printed	1	1000	HOUR	\$15.48	\$15,480.00	TEMPORARY STAFF FOR CUSTODIAL COVERAGE DUE TO STAFF SHORTAGE (12.00 X 1.29 = \$15.48)

City of Melbourne



Procurement Division

900 E. Strawbridge Avenue • Melbourne, FL 32901 • (321) 608-7060 • Fax (321) 608-7070

ADDENDUM # 4

Date Issued: April 2, 2021

ITB No.: ITB-B21014S-0-2021/SN

ITB Title: Temporary Staffing Services-Term Contract

This addendum is issued as part of the aforementioned ITB. Any revisions incorporated herein are an amendment to and supersede those conditions shown in the original solicitation. **Revisions, if applicable, shall be indicated as follows: underlined text is added; strike-through ~~text~~ is deleted.**

The Bidder shall acknowledge receipt of this addendum on Acknowledgement of Addenda form. Failure to do so may subject Bidder to disqualification.

Clarification:

The zoom time has been changed to 4:00 PM.

Bid due date remains the same: April 15, 2021 no later than 3:00 PM.


Shanequa Nabors
Buyer



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: M. Augello, Chief of Police, V. Perez, Public Works Director, & G. Barber, Chief Procurement Officer

DATE: 12/7/2023

RE: Miscellaneous: 'Piggyback Purchase', 'as needed' purchases of lighting, emergency lighting, specialty equipment, public safety equipment and accessories (Bradford County Sheriff's Office contract) - Police Department (Dana Safety Supply).

The City of Palm Bay currently utilizes "Piggyback Contracts" to purchase vehicles, equipment, services, materials and supplies for various Departments to include the Police Department. Commodities and services are utilized to conduct each departments' day-to-day operations. The vehicles, services, equipment, materials, and supplies are purchased "as needed." Within the FY24 Approved and Amended Budget, multiple departments, including the Police Department, were allocated funding for the purchase of capital outlay vehicles, along with the required accessories and equipment to make the vehicles operational for department needs, as well as public safety replacement and new hire equipment. The Police Department and Fleet Services are requesting consideration to utilize the Bradford County Sheriff's Office Contract # BCSO2019-01 for as needed purchase requisitions for any lighting, emergency lighting, specialty equipment, public safety equipment, and accessories during the fiscal year.

This contract would be utilized as an alternative contract option to the Broward County Sheriff's Office Contract# 23004-AP, for the installation of emergency equipment in public safety vehicles. As previously presented to City Council on October 5, 2023, there is an estimated amount of \$600,000 allocated in FY24 for the purchase of emergency equipment for vehicles. Additionally, this contract has been expanded to cover non-vehicle related public safety equipment, therefore the Police Department is also seeking approval to utilize this contract as an option for those items if needed utilizing the department's approved operating funds for this fiscal year. Purchases will only be made if Council has approved the funds and they are appropriated in the applicable account and fiscal year in accordance with City policies. Should the department fail to budget funds, or should the contract referenced become unavailable, or should purchases exceed the budgeted and appropriated amount, additional Council approval may be required.

The contract identified above was subject to a competitive solicitation process and was awarded by the Bradford County Sheriff's Office. Consideration is also requested to continue to utilize this contract if it is renewed, resolicited, or replaced, which may occur when an existing contract expires. Per the Procurement Manual, piggyback agreements generally expedite procurements and provide competitive pricing for items and services.

In accordance with the City's Code of Ordinance, Section 38.13(F)(4) Cooperative Purchases, the City may utilize (piggyback) a contract entered into by another governmental or public entity and a provider of supplies or services required by the City, if the Chief Procurement Officer determines that it is practicable and advantageous for the City to employ this method of purchase, and such contracts specify that they are cooperative procurements at the time of solicitation or the governmental entity Procurement official otherwise agrees to the use of such contract in writing. Any such contracts equal to or in excess of one hundred thousand dollars (\$100,000) shall go to the City Council for approval.

Staff is requesting to utilize the Bradford County Sheriff's Office Contract# BCSO2019-01 for FY24 approved lighting, emergency lighting, specialty equipment, public safety equipment, and accessories purchases.

REQUESTING DEPARTMENT:

Public Works, Procurement, Police Department

FISCAL IMPACT:

The FY24 budget has been approved to include up to \$600,000.00 in funding for emergency equipment for vehicles for city departments, as well as operating funds allocated within the Police Department budget for replacement and new police gear. Purchases will only be made if Council has approved the funds, and they are appropriated in the applicable account and fiscal year in accordance with City policies. Should the department fail to budget funds, or should the contract referenced become unavailable, or should purchases exceed the budgeted and appropriated amount, additional Council approval may be required.

RECOMMENDATION:

Motion to approve FY 2024 purchases of lighting, emergency lighting, specialty equipment, public safety equipment, and accessories on an "as needed" basis through utilization of the Bradford County Sheriff's Office Contract# BCSO2019-1, to include amendments, renewals, re-solicitations, and replacement contract if it expires, and only if funds are appropriated by Council.

ATTACHMENTS:

Description

Bradford-SO-Emergency-Equip.-Contract-2019 Dana Safety Supply
Contract-BCSO2019-01-Piggyback Letter Dana Safety Supply
Amendment-1-to-Contract-No-BCSO2019-01 Dana Safety Supply
Amendment-2-to-Contract-No-BCSO2019-01 Dana Safety Supply

Closing/settlement fees.

8. All Bids must state the net amount expected to be paid to the seller. Sealed bids will be received until 12:00pm. on Thursday, June 20th, 2019 at Starke City Hall, located at 209 North Thompson Street, in Starke, Florida.

6/6 2tchg 6/13-BCT

NOTICE

The Bradford County School Board will hold a Public Hearing on July 8, 2019 at 5:30 P.M. on the 2019-2020 Pupil Progression Plan Grades K-5, Grades 6-8 and Grades 9-12. The 2019-2020 Code of Conduct for Elementary and Secondary, Dropout Prevention Plan and New / Updated Board Policies #3.16 Charter Schools #4.15 District and Statewide Assessment Program

#4.21 Home Education Program. The Public Hearing will be held in the Board Room at 501 West Washington Street Starke, FL 32091. Immediately following the Public Hearing will be the Regular School Board Meeting for July 8, 2019. The items listed above will be on the agenda for approval.

6/6 5tchg 7/4-BCT

NOTICE

The Bradford County Sheriff's Office requests proposals for installation of lighting systems, aftermarket and specialty equipment for the Fleet Management Division. For details please contact Captain George Konkel. The deadline for submissions is June 17, 2019.

6/6 1tchg-BCT

NOTICE OF SALE

Notice is hereby given that pursuant to the Florida Self Storage Facility Act Statutes (Section 83.801 - 83.809); Santa Fe Storage of Starke will sell for cash to the highest bidder on storageauctions.com for location at 1630 North Temple Ave, Starke, County of Bradford, FL, at 2:00 pm on Wednesday, the 19th day of June; 2019: the household goods and misc. contents of the following:

A007 MELLISA D WYNN
C004 JAKIA D BARR
I045 RONALD G SHETLER JR
J078 KENDALL E HOPGOOD

6/6 2tchg 6/13-BCT

NOTICE OF SALE

Notice is hereby given that pursuant to the Florida Self Storage Facility Act Statutes (Section 83.801 - 83.809); Santa Fe Storage of Waldo. Will sell for CASH to the highest bidder on Storageauctions.com For location at 15540 NE HWY 301, Waldo, County of Alachua, Florida; ending at 2:00 PM on Wednesday, the 19th day of June 2019, the household goods and misc. contents of the following:

B018 SHELBY NICOLE
B019 SHELBY NICOLE

6/6 2tchg 6/13-BCT

B-sect Legals 6.6.19

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

NOTICE OF ADOPTION OF RESOLUTION CLOSING AND ABANDONING ROADWAY

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Bradford County, Florida, at a duly advertised public hearing held on Monday, May 6, 2019, at 9:30 A.M. and pursuant to the authority provided by Chapter 336, *Florida Statutes*, exercised its authority to close and abandon a short portion of the roadway known as S.E. 20th Avenue which runs across and through Parcels 06055-0-00100, 06055-0-00000 and 06054-0-00000 in Bradford County, Florida by the adoption of Resolution 2019-25. A copy of Resolution 2019-25 may be obtained by any member of the public at the Office of the County Clerk, located at 945 North Temple Avenue, Starke, Florida, during regular business hours (Monday through Friday, exclusive of holidays, from 8:00 A.M. to 5:00 P.M.).

6/6 1tchg-B-sect

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Bradford County, Florida shall hold a public hearing on Thursday, June 20, 2019 at 6:30 P.M., or as soon thereafter as the matter may be heard, in the Board of County Commissioners Chambers at the Bradford County Courthouse, located at 945 N. Temple Avenue in Starke, Florida, to consider the exercise of its authority pursuant to Chapter 336, *Florida Statutes*, to close and abandon that certain portion of Jackson Street lying south of Canova Street (East One-Half) as per the Lakeside plat, recorded in Plat Book 2, Page 24 of the Public Records of Bradford County, Florida.

Copies of materials related to this public hearing may be obtained by any member of the public at the Office of the County Clerk, located at 945 North Temple Avenue, Starke, Florida, during regular business hours (Monday through Friday, exclusive of holidays, from 8:00 A.M. to 5:00 P.M.). On the date, time and place first above mentioned, all interested persons may appear and be heard with respect to this matter.

The public hearing may be continued to one or more future dates. Any interested party shall be advised that the date, time and place of any continuation of the public hearing shall be announced during the public hearing and that no further notice concerning the matter will be published.

All persons are advised that, if they decide to appeal any decision made at the public hearing, they will need a record of the proceedings and, for such purpose, they may need to ensure that a verbatim record of the

proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Persons with disabilities who require assistance to participate in the meeting are requested to notify the Clerk of the Court, Bradford County Courthouse, Starke, Florida, 904-966-6280 at least two business days in advance; if you are hearing or voice impaired call 1-800-955-8771.

6/6 2tchg 6/13-B-sect

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Bradford County, Florida shall hold a public hearing on Thursday, June 20, 2019 at 6:30 P.M., or as soon thereafter as the matter may be heard, in the Board of County Commissioners Chambers at the Bradford County Courthouse, located at 945 N. Temple Avenue in Starke, Florida, to consider the exercise of its authority pursuant to Chapter 336, *Florida Statutes*, to close and abandon that certain portion of Jackson Street lying south of Canova Street (West One-Half) as per the Lakeside plat, recorded in Plat Book 2, Page 24 of the Public Records of Bradford County, Florida.

Copies of materials related to this public hearing may be obtained by any member of the public at the Office of the County Clerk, located at 945 North Temple Avenue, Starke, Florida, during regular business hours (Monday through Friday, exclusive of holidays, from 8:00 A.M. to 5:00 P.M.). On the date, time and place first above mentioned, all interested persons may appear and be heard with respect to this matter.

The public hearing may be continued to one or more future dates. Any interested party shall be advised that the date, time and place of any continuation of the public hearing shall be announced during the public hearing and that no further notice concerning the matter will be published.

All persons are advised that, if they decide to appeal any decision made at the public hearing, they will need a record of the proceedings and, for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Persons with disabilities who require assistance to participate in the meeting are requested to notify the Clerk of the Court, Bradford County Courthouse, Starke, Florida, 904-966-6280 at least two business days in advance; if you are hearing or voice impaired call 1-800-955-8771.

6/6 2tchg 6/13-B-sect

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA NOTICE OF ENACTMENT OF ORDINANCE

**REQUEST FOR PROPOSALS OF
LIGHTING, EMERGENCY LIGHTING, SPECIALTY EQUIPMENT, PUBLIC SAFETY
EQUIPMENT AND ACCESSORIES - PARTS SALES AND INSTALLATION SERVICE
RFP NO. BCSO2019-01**

Date: June 03, 2019

The Bradford County Sheriff's Office, Bradford County, Florida requests proposals for Installation of lighting systems, aftermarket and specialty equipment for the Fleet Management Division.

SECTION 1.0 GENERAL INFORMATION

The Bradford County Sheriff's Office area covers 300 square miles serving a population of approximately 27,000.

1.1 General Requirements

- Proposer must provide current reference for manufacturer and dealer that will be servicing the Bradford County Sheriff's Office
- Proposer shall be responsible for pick-up and delivery of vehicles/equipment from and to the Bradford County Sheriff's Office's Fleet Management Department.
- Proposer must maintain a full time technical service department capable of providing on-site service and repairs as well as technical assistance via telephone.
- Proposer must be the actual installer of all equipment utilizing properly trained personnel thoroughly familiar with the equipment to be installed.
- Proposer shall provide a minimum of five references to substantiate previous satisfactory and successful completion of similar projects.
- Proposer shall be responsible for each manufacturer's standard warranty on equipment and accessories.

1.2 Equipment

- Proposer shall be a full line supplier of emergency lighting, general lighting systems and equipment.
- Proposer shall be a full line supplier of vehicle aftermarket accessories and public safety accessories.
- Proposer shall provide a full line of law enforcement /emergency vehicle equipment for light, medium and heavy-duty vehicles.
- Pricing shall not be limited to lighting systems, but must also be extended to all other items as well.

1.3 Dealership

- Proposer shall state number of years in business
- Proposer shall have an established working dealership with staffed office, parts, and service facilities.

SECTION 2.0 STATEMENT OF WORK

2.1 General

It is the intention of the Bradford County Sheriff's Office to enter into contract with a single provider for purchases of various safety equipment, lighting, law enforcement/emergency equipment and installation services

A price structure is to be established for equipment installs, options, accessories and parts, which the Bradford County Sheriff's Office may purchase for five years with an option for renewal for an additional five years.

All equipment installed shall be the manufacturers' latest model. Appurtenances and/or accessories not herein mentioned shall be included, conform to best practice known in design, quality of workmanship and material, and be subject to these specifications in full. The specifications shall be construed as a minimum.

Should the manufacturer's current published data or specifications exceed these, they shall be considered minimum and be furnished.

All equipment furnished under this Contract shall be constructed with due consideration to intended use and performance characteristics, including but not limited to, such that they will operate under all conditions (weather, environmental, etc.) in conformity with Owner's specifications and all applicable federal, state, and local laws.

All warranty papers shall be delivered with each piece of equipment.

A preconstruction meeting to completely review the specifications for the installation of equipment, including an agreement that the price is consistent with the contract and approved by the Bradford County Sheriff's Office. The Bradford County Sheriff's Office will perform a final inspection and full performance test of the equipment. The seller shall provide the technical information and representative(s) to allow for a complete and thorough conformance meeting/inspection. Any and all third party certifications shall be available for review at this meeting. The equipment will not be accepted until the accessories have been tested and accepted by the Bradford County Sheriff's Office Fleet Management.

2.2 Contract Change Orders

The vendor shall notify the Bradford County Sheriff's Office, in writing, of all Change Orders for every piece of equipment/ installation purchased. Change Orders shall be approved by the Bradford County Sheriff's Office's Fleet Management Department.

Change Orders shall include the following as a minimum:

- A. Changes to be made (i.e., equipment, equipment components, equipment installation, accessories, accessory components).
- B. Additional time associated with any changes, (if any).
- C. Additional cost associated with any changes, (if any).

The Bradford County Sheriff's Office shall not be held liable for costs associated with Change Orders for which they are not properly notified in writing. A copy of all Change Orders shall be sent to the addresses listed below:

Attn.: Chief of Operations/Capt. G. Konkel
Bradford County Sheriff's Office
Fleet Management Department
945-B North Temple Avenue
Starke, Florida 32091
Phone Number – (904) 964-2276
Fax Number – (904)966-6160

2.3 Delivery

The vendor shall state in their proposal process used to establish delivery dates for the various vehicles. Bidder shall state delivery times, after receipt of order (ARO), for all types of vehicles offered by the bidder. Vendor shall deliver all equipment to Bradford County Sheriff's Office free of charge.

The equipment shall be installed, serviced, adjusted, and demonstrated to the satisfaction of the Bradford County Sheriff's Office that they are in perfect mechanical condition.

2.4 Acceptance

Equipment and accessories will be accepted only after the above requirements for delivery have been met. Delivery of equipment and accessories to the Bradford County Sheriff's Office does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the delivered equipment or accessory meet specifications and the conditions listed in the specifications have been met. Should the delivered equipment or accessory differ in any respect from specifications, payment will be withheld until such time as the vendor completes necessary corrective action.

The Fleet Management Division shall notify the equipment installer of any deviation(s) in writing within ten (10) calendar days and the contract provisions regarding delivery shall prevail. Within ten (10) calendar days following notification of non-compliance by the Fleet Management Division, the Seller shall provide to the Bradford County Sheriff's Office a detailed proposal for corrective action. If the proposed corrective action is not acceptable to the receiving agency, the County may authorize the recipient to refuse final acceptance of the equipment and/or accessory in which case the equipment and/or accessory shall remain the property and the responsibility of the provider and the Bradford County Sheriff's Office shall not be liable for payment for any portion thereof. Electronic notification shall be accepted by both the Contractor and the Bradford County Sheriff's Office.

2.5 Deliverables

Upon request, vendor shall include Operational manuals and or CDs for equipment installed.

2.6 Training

Operator and technician training for each new model:

An authorized representative shall conduct the operator training for each new model. It shall consist of detailed operator maintenance requirements and techniques for proper operation of the equipment.

2.7 Warranties

Proposer shall provide detailed manufacturers' warranty information.

A delay in warranty start date is required on all equipment purchased by the Bradford County Sheriff's Office. Warranty shall become effective when the vehicle is put into use by the County rather than at time of delivery. Equipment and accessories must all meet ANSI, SAE and other applicable standards.

Proposer shall provide all warranty service.

Vendor must provide immediate response time for warranty work.

Vendor must provide immediate response time for recalls.

SECTION 3.0 PROPOSAL RESPONSE REQUIREMENTS

- 3.1 A prospective Respondent's response to this RFP should include the following information at a minimum. Please note that the proposal should address the requirements in a clear and concise manner in the order stated herein.

Proposals must be tabbed as follows and must include the information/documents specified in the applicable tab. Proposals that do not adhere to the following format or include the requested information/documents may be considered incomplete and therefore unresponsive by the Bradford County Sheriff's Office.

- 3.2 The Bradford County Sheriff's Office reserves the right to seek additional/supplemental representation on specific issues as needed.
- 3.3 Respondent's shall construct their proposal in the following format and a tab must separate each section. **Do not submit BINDERS 1 and BINDERS 2 together. Place in separate sealed envelopes.**

BINDER 1 - (NO-COST) PROPOSAL

Do not include any pricing in any part of BINDER 1.

TAB 1 - EXECUTIVE SUMMARY (Maximum 5 points)

Present in brief, concise terms, a summary level description of the contents of the proposal and your company and its capabilities. Give the names of the person(s) who will be authorized to make representations for the Respondent, their title(s), address(es), and telephone and fax number(s). The summary must be limited to a

maximum of two pages and the signer of the proposal must declare that the proposal is in all respects fair and in good faith without collusion or fraud and that the signer of the proposal has the authority to bind the principal proponent.

TAB 2 – Equipment (Maximum 40 points)

Vendor shall enclose a complete description of equipment and accessories. Creativity shall be welcomed and considered in awarding points. Points shall be awarded for the ability to supply a variety of different equipment and accessories.

TAB 3 – LOCATION (Maximum 10 points)

Provide a description of the firm's local (Florida) presence, including local offices, personnel, clients, etc.

Location	Rating Points
Within 50 miles of County - Firm's Home Office or Branch Office that will complete at least one hundred percent (100%) of the work by total fees.	10

TAB 4 –Delivery Schedule (Maximum 5 points)

Vendor shall enclose detail delivery schedule. Creativity shall be welcomed and considered in awarding points.

TAB 5 –Warranty (Maximum 15 points)

State conditions of the warranty(s) provided by the vendor and/or manufacturers. If the proposal includes one or more warranties, then a list must be provided of different dealers names and locations. Creativity shall be welcome and considered in awarding points. Extended warranty prices and conditions should be included in this section.

TAB 6 – Service and Maintenance (Maximum 25 points)

State name and location of nearest factory authorized parts and service facilities. Describe mobile service and response time. All parts and service related issues shall be considered in this tab.

Service

- Mobile service shall be provided immediately upon request of service.
- Technicians shall be employees of the manufacturer or dealer. No subcontractors will be allowed.
- Proposer shall state level of shop capability and types of service provided
- Proposer shall provide fixed and hourly cost of service provided by factory and dealer.
- Creativity shall be welcomed and considered in awarding points.
- Proposer could include extended maintenance pricing.

Training

- Proposer shall provide equipment repair, maintenance and operational training for Bradford County Sheriff's Office.

TAB 7 – Vehicle Manufacturer Drop Ship Codes (Maximum 15 Points)

Complete and attach a listing of the vehicle manufacturer drop ship codes currently obtained by the vendor. These drop ship codes will allow Bradford County Sheriff's Office to ship vehicles directly to the vendor for installation work.

TAB 8 – Financials (Maximum 10 points)

Provide company income statement and balance sheet information for review by Bradford County Sheriff's Office. The purpose of this information is to ensure the vendor has sufficient financial strength and stability to meet the demands of the department.

TAB 9 – Bradford County Sheriff's Office Documents

Complete and attach the forms contained in the attachments:

- Attachment A – Representations/Certifications
- Attachment B – Local Vendor Affidavit
- Attachment C – Formula for Assigning Cost Points
- Federal IRS Form W-9

BINDER 2 - FEE PROPOSAL (Maximum 65 Points)

In a separate, sealed envelope, provide an ORIGINAL, so identified and three (3) complete copies and One (1) Electronic copy of your proposed cost for equipment defined herein for the term of the contract. The fee shall include all travel, equipment, and any other related expenses. All equipment prices are to be FOB, Bradford County Sheriff's Office, Fleet Division, 945 N Temple Avenue, Starke, Florida 32091

The Seller shall complete the pricing of the items listed in Appendix A, which will be the basis for awarding the points of the Fee Proposal portion of the request for proposal. In addition, the Seller shall state any discounts (priced at a percentage off of MSRP or a fixed dollar amount / percentage over the cost of the item) for other manufacturers that can be offered by the Seller (discounts must be shown for each classification of items or individual items unless all items have the same percentage of discounts / pricing).

Vendor shall state warranty cost and extended warranty cost which the Vendor may offer.

3.4 Proposals shall be submitted as follows.

3.4.1 All proposals must be delivered to the Bradford County Sheriff's Office at the address below no later than Month Day, 2019. Late proposals will be rejected. Failure to comply with this, or any other paragraph of the Request for Proposals, shall be sufficient reason for rejection of the proposal.

Please mark **Four (4)** copies and **One (1)** original of the written proposal envelope(s) as follows: **TWO (2) IN ELECTRONIC FORMAT COPIES (FLASH DRIVE OR COMPACT DISC (CD)) IN MICROSOFT WORD 10.0 OR HIGHER, OR ADOBE ACROBAT:**

Please mark Four (4) copies of the cost proposal envelope(s) as follows:

Cost Proposal

Do not open Until Qualified.

Request for Proposal No. BCSO 2019-01

Please address the mailing envelope(s) as follows:

Bradford County Sheriff's
Chief of Operations
945 N Temple Avenue
Starke, Florida 32091

3.4.2 The front of each proposal envelope/container shall contain the following information for proper identification:

- the name and address of the Respondent
- the word "Proposal" and the RFP number
- the time/date specified for receipt of proposals
- the number of each envelope/container submitted (i.e. "1 of 3", "2 of 3", "3 of 3")

3.4.3 ALL PROPOSALS MUST BE RECORDED (CLOCKED-IN) IN THE PURCHASING DIVISION ON OR BEFORE THE TIME AND DATE INDICATED ON THE RFP DOCUMENT. The responsibility for submitting the proposal to the Procurement Services Division on or before the above stated time and date is solely that of the Respondent. The Bradford County Sheriff's Office will in no way be responsible for delays in mail delivery or delays caused by any other occurrence. **LATE PROPOSALS WILL NOT BE ACCEPTED.**

3.4.4 All proposals must be in writing. Non-responsive proposals may not be considered. The signer of the proposal must declare that the proposal is in all respects fair and in good faith without collusion or fraud and that the signer of the proposal has the authority to bind the principal Respondent.

3.4.5 The Bradford County Sheriff's Office shall not be liable for any costs incurred by a Respondent prior to entering into a contract. Therefore, all Respondents are encouraged to provide a simple, straightforward, and concise description of their ability to meet the project requirements.

This Section left blank intentionally

SECTION 4.0 SCHEDULE

The proposed time schedule as related to this procurement is as follows:

Release of RFP June 03, 2019
 Deadline for requests for clarification, questions, etc..... June 07, 2019
 (Responded to by County as addendum if necessary) ... June 10, 2019
 Deadline for submission of proposal..... June 17, 2019
 Anticipated Contract Award June 24, 2019

SECTION 5.0 EVALUATIONS OF PROPOSALS

5.1 Evaluation Criteria: The Bradford County Sheriff's Office shall evaluate and rank responsive proposals and score them using the following criteria:

5.1.1 Scoring Criteria Table

CRITERIA	MAX SCORE	FACTOR	TECHNICAL SCORE MAXIMUM POINTS
TECHNICAL PROPOSAL	(whole # only)		
Executive Summary	5	1	5
Equipment/accessory product line	5	8	40
Delivery Schedule	5	1	5
Warranty	5	3	15
Service and Maintenance	5	5	25
Vehicle Manufacturer Drop Ship	5	3	15
Financials	5	2	10
Location	5	2	10
COST/PRICE PROPOSAL			
Cost to the Bradford County Sheriff's Office			65
Maximum Points Allowed			190

5.1.2 Technical Scoring Scale Table

Score	Basic Description	Full Description
0	No Response / Not Addressed or Vaguely Addressed	Answer is No to RFP requirements; this element of the evaluation criteria was not addressed or vaguely addressed .
1	Poor/Below Expectations / Unsatisfactory	The proposal is inadequate in most basic requirements, specifications or provisions of the criteria element; respondent's information for this element of the evaluation criteria was unsatisfactory .

2	Below Average / Meets Some Expectations	The proposal meets many of the basic requirements, specifications or provisions of the criteria element; respondent's information for this element of the evaluation criteria is below average .
3	Average / Meets Most Expectations	The proposal adequately meets the minimum requirements, specifications or provisions of the criteria element; respondent's information for this element of the evaluation criteria is average .
4	Above Average / Meets All Expectations	The proposal more than adequately meets the minimum requirements, specifications or provisions of the criteria element; respondent's information for this element of the evaluation criteria is above average .
5	Excellent / Exceeds Expectations	The proposal exceeds minimum requirements, specifications or provision in most aspects of the criteria element; respondent's information for this element of the evaluation criteria is Excellent .

5.2 Technical Score: Evaluators will independently review each proposal and award points based on a zero (0) to five (5) point scale for the established criteria. This score will be multiplied by the designated factor to receive a point score for these criteria. The sum the Evaluator's scores for each criterion will be divided by the number of evaluators to provide an overall Technical point score for each criteria and Respondent respectively. The fractional value of points to be assigned will be rounded to one decimal place.

5.3 Cost/Price Proposal Score: Price analysis is conducted through the comparison of Price Proposals submitted. The maximum points will be awarded to the lowest responsive Price Proposal. Proposals with higher costs will receive the fraction of the maximum points proportional to the ratio of the lowest Price Proposal to the higher Price Proposal. The fractional value of points to be assigned will be rounded to one decimal place.

The criteria for price evaluation shall be based upon the following formula:

(Low Price/Respondent's Price) x Price Points = Respondent's Awarded Cost/Price Points

5.4 Overall Score and Ranking: The Respondent's Technical point score plus the Cost/Price points equals the Respondent's Total Proposal score. Respondents will be ranked numerically 1, 2, 3, etc. from highest point score to the lowest point score.

SECTION 6.0 CONTRACT AWARD

6.1 The Bradford County Sheriff's Office reserves the right to incorporate the successful firm's proposal into a contract. Failure of a firm to accept this obligation may result in the cancellation of any award.

6.2 The selected firm will be required to assume responsibility for all services offered in the proposal. The Bradford County Sheriff's Office will consider the selected firm to be the sole point of contact with regard to contractual matters, including payment of any or all charges.

6.3 A copy of the recommended ranking and award will be available for review in the Purchasing Division upon completion of the evaluation by the committee. Vendors may obtain a copy of the final ranking from the Bradford County Sheriff's Office, Chief of Operations.

SECTION 7.0 RIGHT OF REJECTION:

The Bradford County Sheriff's Office reserves the right to waive any informality in any proposal, to reject any or all proposals in whole or in part, with or without cause, and/or to accept the proposal that in its judgment will be in the best interest of the Bradford County Sheriff's Office and its citizens.

SECTION 8.0 REQUESTS FOR CLARIFICATIONS. INTERPRETATIONS & ASSISTANCE

All questions concerning this Request for Proposals must be directed through:

Chief of Operations

Phone: 904-966-2276

E-mail:

george_konkel@bradfordsheriff.org

CHIEF OF OPERATIONS

BRADFORD COUNTY SHERIFF'S OFFICE

945 N TEMPLE AVENUE, STARKE, FLORIDA 32091

All telephone conversations are to be considered unofficial responses and will not be binding. Questions, verifying the Request for Proposals' content, if appropriate, will be responded to in writing. The written response will be the Bradford County Sheriff's Office official response and will be mailed to all Respondents that requested the Request for Proposals.

SECTION 9.0 GENERAL TERMS AND CONDITIONS

9.1 EQUAL OPPORTUNITY AGREEMENT

- 9.1.1 In connection with work performed under a Bradford County Sheriff's Office contract, the Respondent agrees, upon receipt of a written award or acceptance of a contract, to support and abide by the Bradford County Sheriff's Office Equal Opportunity Pledge.
- 9.1.2 By submitting a proposal in response to this solicitation, the Respondent agrees to --
 - (a) Not discriminate against any employee or job applicant because of their race, creed, color, sex, marital status or national origin;

- (b) Post a copy of this pledge in a conspicuous place, available to all employees and job applicants.
- 9.13 Place or cause to be placed a statement in all solicitations or advertisement for job applicants, including subcontracts, that the respondent is an "Equal Opportunity Employer".

9.2 PUBLIC ENTITY CRIMES

As required by Florida State Statute 287.133, (2 (a), 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or a public work, may not submit proposals 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 in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Any person must notify the Bradford County Sheriff's Office within 30 days after a conviction of a public entity crime applicable to that person or to an affiliate of that person.

9.3 INDEMNIFICATION

The consultant shall indemnify and save harmless the Bradford County Sheriff's Office, its officials and employees, from all losses, damages, costs, expenses, liability, claims, actions, and judgments of any kind whatsoever brought or asserted against, or incurred by, the Bradford County Sheriff's Office including without limitation attorney's fees and costs of litigation, to the extent that the same arise out of or are caused by any act or omission of the consultant, its subconsultants or subcontractors, or by the employees, officers, directors, or agents of the consultant, or its subcontractors.

9.4 ISSUANCE OF ADDENDA

941 If this solicitation is amended, the Bradford County Sheriff's Office will issue an appropriate addendum to the solicitation. If an addendum is issued, all terms and conditions that are not specifically modified shall remain unchanged.

942 Respondents shall acknowledge receipt of each addendum to this solicitation using one of the following methods:

- By signing and returning the addendum;
- By signed letter;
- By signed facsimile (subject to the conditions specified in the provision entitled "FACSIMILE DOCUMENTS".)

943 The Bradford County Sheriff's Office must receive the acknowledgment by the time and date, and at the location specified for receipt of proposals.

9.5 PAYMENT

951 Prompt Pay Policy

It is the policy of the Bradford County Sheriff's Office to fully implement the provisions of the State of Florida Prompt Payment Act. For more information, please refer to Florida State Statute 218.7.

952 Withholding Payment

In the event a contract is canceled under any provision herein, the Bradford County Sheriff's Office may withhold from the Contractor any monies owed on that or any contract, an amount sufficient to compensate for damages suffered because of the violation resulting in cancellation.

9.6 INSURANCE REQUIREMENTS:

Prior to commencing work, the Consultant shall procure and maintain at Consultant's own cost and expense for the duration of the agreement the following insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work or services hereunder by the Consultant, his agents, representatives, employees or Subcontractors. The cost of such insurance shall be included in Consultant's proposal.

9.6.1 Consultant shall maintain limits no less than:

Commercial General/Umbrella Liability Insurance - \$1,000,000 limit per occurrence for property damage and bodily injury. The service provider should indicate in its proposal whether the coverage is provided on a claims-made or preferably on an occurrence basis. The insurance shall include coverage for the following:

- Premise/Operations
- Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)
- Products/Completed Operations
- Contractual
- Independent Contractors
- Broad Form Property Damage
- Personal Injury

Business Automobile/Umbrella Liability Insurance - \$1,000,000 limit per accident for property damage and personal injury.

- Owned/Leased Autos
- Non-owned Autos
- Hired Autos

Workers' Compensation and Employers'/Umbrella Liability Insurance --

Workers' Compensation coverage with benefits and monetary limits as set forth in Chapter 440, Florida Statutes. This policy shall include Employers'/Umbrella Liability coverage for \$1,000,000 per accident. Workers' Compensation coverage is required as a condition of performing work or services for the Bradford County Sheriff's Office whether or not the Contractor or Vendor is otherwise required by law to provide such coverage.

Professional Liability Insurance - \$1,000,000 or as per project (ultimate loss value per occurrence).

9.6.2 Other Insurance Provisions

9.6.2.1 *Commercial General Liability and Automobile Liability Coverages*

- The Bradford County Sheriff's Office, members of its County Commission, boards, commissions and committees, officers, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor or premises on which Contractor is performing services on behalf of the County. The coverage shall contain no special limitations on the scope of protection afforded to the Bradford County Sheriff's Office, members of the County Commission, boards, commissions and committees, officers, agents, employees and volunteers.
- The Contractor's insurance coverage shall be primary insurance as respects the Bradford County Sheriff's Office, members of its County Commission, boards, commissions and committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Bradford County Sheriff's Office, members of its County Commission, boards, commissions and committees, officers, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Bradford County Sheriff's Office, members of its County Commission, boards, commissions and committees, officers, agents, employees and volunteers.
- Coverage shall state that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

9.6.2.2 *Workers' Compensation and Employers' Liability and Property Coverage's*

The insurer shall agree to waive all rights of subrogation against the Bradford County Sheriff's Office, member of its County Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Contractor in the performance of services under this Agreement.

9.6.2.3 All Coverage's

- Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Bradford County Sheriff's Office.
- If Contractor, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. Bradford County Sheriff's Office County, at its sole option, may terminate this Agreement and obtain damages from the Contractor resulting from said breach.
- Alternatively, Bradford County Sheriff's Office may purchase such required insurance coverage (but has no special obligation to do so), and without further notice to Contractor, the Bradford County Sheriff's Office may deduct from sums due to Contractor any premium costs advanced by the Bradford County Sheriff's Office for such insurance.
- Bradford County Sheriff's Office named as "additional insured" as its interest may appear.

9.6.2.4 Deductibles and Self-Insured Retention's

Any deductibles or self-insured retention's must be declared to and approved by the County. At the option of the County, the insurer shall reduce or eliminate such deductibles or self-insured retention's as respects the Bradford County Sheriff's Office, members of its County Commission, boards, commissions and committees, officers, agents, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses, related investigation, claim administration and defense expenses.

9.6.2.5 Acceptability of Insurers

Insurance is to be placed with Florida admitted insurers rated B+X or better by *A.M. Best's* rating service.

9.6.2.6 Verification of Coverage

Contractor shall furnish the Bradford County Sheriff's Office with

certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the County before work commences.

9.6.2.7 Subcontractors

Contractor shall include each of its subcontractors as insureds under the policies of insurance required herein.

9.7 ACCESS TO MEETINGS

Persons with disabilities requiring reasonable accommodations to attend meetings, please call, **PROCUREMENT SERVICES DIVISION, PHONE: 904-966-2279**, at least forty-eight (48) hours in advance (excluding weekends and holidays). For Selection Committee meeting date(s) contact the Chief of Operations, Bradford County Sheriff's Office, 945 N Temple Avenue, Starke, Florida.

9.8 CONFIDENTIALITY

10.8.1 By submitting a proposal in response to this solicitation, a Respondent acknowledges that Bradford County Sheriff's Office is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). The Respondent further acknowledges that any materials or documents provided to County may be "public records" and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by statute. Should a Respondent provide the County with any materials which it believes, in good faith, contain information which would be exempt from disclosure or copying under Florida law, the Respondent shall indicate that belief by typing or printing, in bold letters, the phrase "Proprietary Information" on the face of each affected page of such material. The Respondent shall submit to County both a complete copy of such material and a redacted copy in which the exempt information on each affected page, and only such exempt information, has been rendered unreadable. In the event a Respondent fail to submit both copies of such material, the copy submitted will be deemed a public record subject to disclosure and copying regardless of any annotations to the contrary on the face of such document or any page(s) thereof.

9.8.2 Should any person request to examine or copy any material so designated, and provided the affected Respondent has otherwise fully complied with this provision, Bradford County Sheriff's Office, in reliance on the representations of the Respondent, will produce for that person only the redacted version of the affected material. If

the person requests to examine or copy the complete version of the affected material, Bradford County Sheriff's Office shall notify the Respondent of that request, and the respondent shall reply to such notification, in a writing that must be received by the Bradford County Sheriff's Office no later than 4:00 p.m., ET, of the second Bradford County Sheriff's Office business day following Respondent's receipt of such notification, either permitting or refusing to permit such disclosure or copying. Failure to provide a timely written reply shall be deemed consent to disclosure and copying of the complete copy of such material. If the Respondent refuses to permit disclosure or copying, the Respondent agrees to, and shall, hold harmless and indemnify the Bradford County Sheriff's Office for all expenses, costs, damages, and penalties of any kind whatsoever which may be incurred by the Bradford County Sheriff's Office, or assessed or awarded against the Bradford County Sheriff's Office, in regard to Bradford County Sheriff's Office refusal to permit disclosure or copying of such material. If litigation is filed in relation to such request and the Respondent is not initially named as a party, the Respondent shall promptly seek to intervene as a defendant in such litigation to defend its claim regarding the confidentiality of such material. This provision shall take precedence over any provisions or conditions of any proposal submitted by a Respondent in response to the RFP and shall constitute Bradford County Sheriff's Office sole obligation with regard to maintaining confidentiality of any document, material, or information submitted to the Bradford County Sheriff's Office.

9.9 GRIEVANCE PROCEDURE

(a) **Right to Protest.** Any prospective bidder, or respondent may protest the provisions of a Request for Bids (IFB) or Request for Proposals (RFP).

i **Protest of Specifications or Proceedings Prior to Bid Opening**

Any actual or prospective bidder, or contractor, who is aggrieved in connection with the solicitation of a contract or bid, may protest on the grounds or irregularities in specifications or bid procedure.

ii **Protest of Recommended Award**

Any actual bidder or respondent, who is aggrieved in connection with the evaluation of bids, the evaluation of proposals, or the staff recommendation regarding award of a contract, provided that such bidder or respondent would have been awarded the contract but for the aggrieved action, may protest such evaluation or award recommendation.

(b) **Filing a Protest.** A written protest shall be considered filed, for purposes of this procedure when all related items are actually delivered to and received by the Chief of Operations. All protest shall be directed to the attention of the Chief of Operations.

i For protest related to the specifications or proceeding of an IFB or RFP, a formal written protest must be filed no later than 72 hours (excluding

weekends and holidays) prior to the scheduled bid opening date. Failure to timely file the written protest including the required protest bond/cashier's check, shall constitute a waiver of such protest.

ii For protest related to the evaluation of bids, evaluation of proposals, or staff recommendation regarding award of a contract, a written notice of intent to protest must be filed with Procurement Services within 72 hours (excludes weekends and holidays) after posting of the intended recommendation regarding award, and a written protest, must be filed with the Procurement Services Division no later than 5:00 p.m., ET, on the seventh (7th) calendar day following the date on which the written notice of intent to protest was filed. A weekend commences at 12:00 a.m., ET, on Saturday and ends at the same time on the following Monday. A holiday begins at 12:00 a.m., ET, on the observed holiday and ends at the same time on the following day. Such written protest shall state, with particularity the facts and grounds upon which the protest is based, and shall include references to applicable laws, statutes, ordinances, policies, or other authority on which the protest is based. Failure to timely file either the notice of intent or the written protest including the protest bond/cashier's check, shall constitute a waiver of such protest.

- (c) **Protest Bond.** Any person who files a formal written protest, shall post with the Chief of Operations, at the time of filing the formal written protest, a cashier's check or bond payable to the Bradford County Sheriff's Office in an amount equal to 1 percent of the County's estimate of the total volume of the contract or \$5,000, whichever is less.
- (d) **Final Decision.** The Bradford County Sheriff's Office attorney or designee shall consider each protest and shall render a final determination. If the decision of the Bradford County Sheriff's Office Attorney or designee upholds the action taken by the Bradford County Sheriff's Office, then the Bradford County Sheriff's Office shall retain the amount in payment of a portion of the cost and expense, including but not limited to, time spent by Bradford County Sheriff's Office staff in responding to the protest and in conducting the evaluation of the protest. If the decision of the Bradford County Sheriff's Office attorney or designee does not uphold the action taken by the Bradford County Sheriff's Office, then the Bradford County Sheriff's Office shall return that amount, without deduction, to the person or entity filing the protest.
- (e) **Stay of Procurement During Bid Protest**
In the event protest is filed in accordance with the bid protest procedures herein, Chief of Operations shall not proceed further with the solicitation or award of the contract until the Bradford County Sheriff's Office Attorney or designee has rendered a written decision regarding the protest or until the or designee makes a written determination that continuation of the process and award of a contract without delay is necessary to protect the substantial interest of the County.

9.10 PROHIBITED COMMUNICATIONS

Any form of communication, other than written correspondence, shall be prohibited between any person or representative of any firm seeking an award of this solicitation and any Sheriff's staff, or any County employee authorized to act on behalf of the Sheriff. Prohibited communications shall be in effect from the date/time submittals are due for this solicitation until the Sheriff or authorized designee awards or approves a contract, rejects all responses, or otherwise takes action which ends the solicitation process.

Section 10.0 Purchases by other Governmental agencies

10.1 ALL TERM CONTRACTS: With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies or political subdivisions. Such purchases shall be governed by the same terms and conditions stated herein. This agreement in no way restricts or interferes with the right of any Florida State or political subdivision or other public entity to bid any or all of these items independently. Should any such governmental entity purchase said services on such basis, the Contractor shall report such purchase to the Bradford County Sheriff's Office and, within thirty (30) days following final payment for each such service, shall provide a payment to the Bradford County Sheriff's Office, in the amount of 1% of the purchase price. This provision shall apply to all purchases initiated during the term of this Agreement, even if such purchase continues and payment is received after expiration of such term.

**ATTACHMENT A
REPRESENTATIONS/CERTIFICATIONS**

TAXPAYER IDENTIFICATION

Bidder must complete Federal Form W-9 and submit it with their bid. The form may be downloaded from the Internal Revenue web site at www.irs.gov.

OFFICIAL COMPANY INFORMATION AS REGISTERED (Type/Print)

COMPANY NAME: _____
MAIL ADDRESS: _____

(City) (State) (Zip Code+4)
TELEPHONE NO: VOICE: (____) _____, EXTENSION: _____
(Toll-Free Preferred) OTHER: (____) _____; FAX: (____) _____
EMAIL ADDRESS: _____
WEBSITE URL: _____

COMPANY CONTACT FOR CONTRACT MANAGEMENT (Type/Print)

PERSON NAME: _____
TELEPHONE NO: VOICE: (____) _____, EXTENSION: _____
(Toll-Free Preferred) OTHER: (____) _____; FAX: (____) _____
EMAIL ADDRESS: _____

PAYMENT REMITTANCE ADDRESS (Type/Print) (if same as 2.8, enter "SAME 2.8")

NAME: _____
MAIL ADDRESS: _____

(City) (State) (Zip Code+4)
TELEPHONE NO: VOICE: (____) _____, EXTENSION: _____
(Toll-Free Preferred) OTHER: (____) _____; FAX: (____) _____
EMAIL ADDRESS: _____

CONTACT FOR INVOICE INQUIRIES

NAME: _____
TELEPHONE NO: VOICE: (____) _____, EXTENSION: _____
(Toll-Free Preferred) OTHER: (____) _____; FAX: (____) _____
EMAIL ADDRESS: _____

WHERE TO SEND PURCHASE ORDER (IF APPLICABLE)

COMPANY NAME: _____
MAIL ADDRESS: _____

(City) (State) (Zip Code+4)

ATTACHMENT B
Local Vendor Affidavit

To qualify for Location points, a vendor must maintain a permanent place of business with full-time employees within 100 miles of Bradford County, Florida, for a minimum of six (6) months prior to the date quotes are received. Local vendor must submit this Local Vendor Affidavit with their proposal for the preference.

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which meets ALL below requirements:

- a) Has had a fixed office or distribution point located in and having a street address within 100 miles of Bradford County for at least six (6) months immediately prior to the submission of bids/quotes, to the Bradford County Sheriff's Office, and
- b) Holds any business license required by the county area of which the business resides (please attach copies); and
- c) Employs at least one (1) full time employee, or two (2) part time employees whose primary residence is in the 100 mile radius of Bradford County, or, if the business has no employees, the business shall be at least fifty percent (50%) owned by one or more persons whose primary residence is in the 100 mile radius of Bradford County.

Please complete the following in support of the self-certification and submit copies of your County and/or County business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business/Company Name:	
Current Local Address:	Phone: () Fax: ()
If the above address has been for less than six months, please provide the prior local address:	
Length of time at this address:	
Home Office Address:	Phone: () Fax: ()

NOTE: The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a bidder meets the definition of a "local business."

Signature of Authorized Representative

Print Name of Authorized Representative

Date Signed

Attachment C

FORMULA FOR ASSIGNING COST POINTS

Cost evaluation points are determined based on the following:

Lowest bid in each category = Max Points in each category

Second lowest bid in each category = percentage of points relative to the difference in cost from the lowest bid in each category.

Add all points from each category to arrive at the total number of points.

Each bid after the second lowest to be determined using the same process.

Example:

\$1,000 (Lowest Bid) = 25 points

\$1500 (second lowest bid) = 500 divided by 1000 = 50% or 12.5 points

BID SUBMITTAL

Name: _____

(This section must be submitted with bid and shall become an integral part of the resultant contract.)

THE BIDDER AGREES

To sell the items listed in Appendix A to the Bradford County Sheriff's Office.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The bidder certifies that:

- (1) The price set forth herein has been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor.
- (2) The price set forth herein will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening.

- (3) No attempts have been made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

CERTIFICATION OF BIDDER

In response to this solicitation, I, the undersigned representative of the named bidder, hereby certify and represent as follows:

- (1) That I have read and examined the solicitation in full and all attachments thereto, and that I have satisfied myself with respect to any questions I have regarding the solicitation; and
- (2) That I am duly authorized by the named bidder to execute the bid and associated Purchase and Sale Agreement intending to bind the bidder to the County as stated in those documents; and
- (3) That, if awarded the subject bid, the bidder will sell and/or donate the real estate described in the Purchase and Sale Agreement in strict accordance with its terms and conditions.

Print/Type Name, Title and Date

Signature

APPENDIX A

Item No	Item	Description	Qty	Unit Price	Total Price
1	EMPLBS48	SOI M POWER LIGHT BAR – BCSO SPEC	1		
2	ETS4481CSR	SOI 100 WATT SIREN CONTROLLER	1		
3	ETSS100N	SOI 100 WATT SPEAKER	1		
4	EMPS2QMS2B	SOI 4" M POWER, BLUE, QUICK MOUNT FOR PUSHBUMPER	4		
5	TDXL6BB	BROOKING TITAN LIGHT – REAR DECK	2		
6	PK0600CGR11	SETINA PARTITION	1		
7	ST0380CGR11	SETINA LEP	1		
8	GK10301S1UHKSSCA	SETINA DUAL GUN RACK	1		
9	C-VS-2400-CHGR-2	HAVIS CONSOLE	1		
10	C-HDM-204	HAVIS SIDE MOUNT POLE	1		
11	C-HDM-303	HAVIS FIXED ADAPTOR	1		
12	C-MD-202	HAVIS TILT/SWIVEL	1		
13	C-CUP-2-1	HAVIS CUPHOLDER	1		
14	C-LP-4	HAVIS 4 OUTLET PLUGS	1		
15	C-ARM-103	HAVIS ARMREST	1		
16	C-AP-0645-L	HAVIS LOCKBOX	1		
17	C-MC	HAVIS MIC CLIP	2		
18	C-MCB	HAVIS MIC CLIP BRACKET	2		
19	WGI-D24	HAVIS WINDOW GUARDS	1		
20	UT-1003	HAVIS LAPTOP TRAY	1		
21	BK0532CGR15	SETINA PUSH BUMPER	1		
22	FL-80RFIP-2	BROOKING FLASHER	1		
23	MLS-2436R	REAR COMPARTMENT LIGHT	1		
24	VTX609B	WHELEN BLUE VERTEX	2		
Total:					

CONTRACT
No. BCSO2019-01

THIS CONTRACT is executed this 12 day of July, 2019, by and between COUNTY OF BRADFORD, STARKE, FLORIDA, hereinafter called the "County" and DANA SAFETY SUPPLY, INC. hereinafter called the "Contractor",

WITNESSETH:

WHEREAS, the County issued RFP No. BCSO2019-01 (such document and all addenda thereto, if any, being hereafter referred to as "RFP") seeking proposals for furnishing of certain light systems and components; aftermarket vehicle accessories, and public safety / emergency vehicle equipment ("Vehicle Accessories") and other equipment not related to vehicles ("non-Vehicle Accessories"); and,

WHEREAS, the Contractor submitted a certain proposal dated June 17, 2019 ("Proposal") in response to that RFP; and,

WHEREAS, the County and the Contractor desire to enter into a contract for the purchase and installation of Vehicle Accessories, as more particularly set forth in this Contract;

NOW, THEREFORE, in consideration of the mutual promises and covenants, obligations, and terms hereinafter set forth, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, County and Contractor hereby agree as follows:

SECTION 1.0 PURCHASE AND INSTALLATION OF VEHICLE ACCESSORIES

1.1 Contractor shall provide and install Vehicle Accessories as may be ordered from time to time by the County. All Vehicle Accessories shall be priced, designed, constructed, equipped, and installed in accordance with the specifications set forth in the Proposal and applicable Change Orders executed by the parties unless otherwise stated in the Contract. All Vehicle Accessories and installations shall conform and comply with all applicable federal, state, and local laws, statues, ordinances, and regulations.

1.1.1 The Contractor and the County shall schedule the following two meetings with respect to each order received from the County:

- (i) A pre-production meeting to completely review the specifications of the Vehicle Accessories and installation prior to commencing assembly or production of each order. The Contractor shall be represented by qualified sales representative(s) and / or technician(s) to properly facilitate the design and construction requirements. This meeting can be held at the County's location, by phone, or at the installation facilities of the Contractor as directed by the County.

- (ii) A final review and inspection shall be at the County's facility when the County vehicle with installed Vehicle Accessories ("Completed Vehicle") arrives and is considered by the Contractor to be complete. In addition to a complete inspection, County representatives will conduct a full performance test of each Completed Vehicle and of all integral systems. The Contractor shall provide all technical information and inspections and shall make available to the County all reasonably required third-party certifications. A technician shall be available to complete any needed repairs or to replace items not meeting specifications. At the option of the County, these repairs shall be facilitated at either the County's facility or at the facility of the Contractor.

1.1.2. The County or the Contractor, at any time, may request changes in the specifications or requirements related to a particular Vehicle Accessory or installation. No changes shall become effective until reduced to writing and signed by duly authorized representatives of each party ("Change Order"). All such Change Orders shall include, as a minimum, the following information:

- (i) The specific changes to be made (i.e. equipment installation, equipment, equipment components, etc.);
- (ii) Changes, if any, in the time for delivery of the Completed Vehicle; and,
- (iii) Changes in the price of the Vehicle Accessories or installation services.

1.2 Installation.

Should the County require Vehicle Accessories that cannot be provided by or purchased from the Contractor, the Contractor, at the request of the County, shall install such Vehicle Accessories provided by the County.

SECTION 2.0 PURCHASE OF PARTS

- 2.1 The Contractor shall provide such parts for all Vehicle Accessories installed under this Contract or non-Vehicle Accessories purchased under this Contract as the County may order from time to time. The Contractor shall provide original manufacturer part numbers. All parts ordered by the County shall be delivered to the County's designated location for delivery for each order. Significant delays in shipment beyond the reasonable control of the Contractor shall be subject to Section 10.10; provided, however, the Contractor, in such event, shall promptly notify the County regarding the details of any such delay so the County can make a final determination regarding responsibility.

SECTION 3.0 TERM

The Term of this Contract shall be a period of five (5) years, commencing on July 15, 2019, unless earlier terminated in accordance with the terms of this Contract. Such term may be extended for an additional five (5) year period, subject to mutual agreement of the parties.

SECTION 4.0 CONTRACT PRICING AND PAYMENT

4.1 Pricing.

4.1.1 During the Term, the County shall pay the Contractor for Vehicle Accessories ordered by the County based upon the Contractor's current pricing at the time a particular order is placed, less the stated discount (or mark-up) as set forth in the Proposal. The County shall pay the Contractor for installation of Vehicle Accessories, whether purchased from the Contractor or provided by the County, at the package prices or labor rates, as applicable, set forth in the Proposal, which rates may be modified from this time to time by mutual agreement as set forth in an amendment to this Contract.

4.1.2 A standard warranty package, as described and set forth in the Proposal, is included in the price of all Vehicle Accessories and non-Vehicle Accessories.

4.1.3 The listing and corresponding pricing of all Vehicle Accessories and non-Vehicle Accessories is listed in Exhibit A.

4.2 Payment.

4.2.1 All proper invoices shall be paid by the County in accordance with Florida Prompt Payment Act, Section 218.70, Florida Statutes.

4.2.2 In addition to other remedies available under this Contract, the County shall have the right to deduct, offset against, or withhold from sums or payments otherwise due the Contractor any sums or amounts which the Contractor may owe to the County pursuant to provisions of this Contract, as a result of breach or termination of this Contract, or otherwise.

SECTION 5.0 DELIVERY AND ACCEPTANCE

5.1 The Contractor shall fully assemble, service, and adjust each Vehicle Accessory prior to installation and delivery, and the Contractor shall demonstrate, to the satisfaction of the County, that each delivered Vehicle Accessory is in perfect mechanical condition.

5.2 Delivery of a Completed Vehicle to the County does not constitute acceptance for the purpose of payment or warranty start time. The County shall inspect and test each delivered Completed Vehicle to determine whether it meets all specifications and requirements set forth in this Contract and within ten (10) days following delivery, the

County shall notify the Contractor, in writing, of either its final acceptance of the Completed Vehicle and Accessory or the failure of the Completed Vehicle or Accessory to meet certain specifications and requirements. In the latter case, the Contractor, within ten (10) days following its receipt of written notice from the County, shall deliver to the County a detailed proposal and schedule for corrective action. If the proposed corrective action or schedule is not acceptable, or if approved corrective action is not timely completed, the County may refuse the Completed Vehicle. Each vehicle delivered or picked up by the Contractor for installation of Vehicle Accessories shall remain the responsibility of the Contractor, and the Contractor shall bear all risk of loss with respect thereto, until final acceptance of the Completed Vehicle by the County.

- 5.3 All non-Vehicle Accessory items that are delivered to the County should be inspected within three (3) business days for verification of all items being received that are listed on the packing slip that is included with the shipment. In the event that a packing slip is not included with the shipment, the Contractor should be notified with one (1) business day so that a packing slip can be provided. In addition, all items will need to be inspected for damage.

SECTION 6.0 INDEMNIFICATION.

- 6.1 The Contractor shall indemnify and save harmless the County, its officials and employees, from all losses, damages, costs, expenses, liability, claims, actions, and judgements of any kind whatsoever, including reasonable attorney's fees and costs of litigation, to the extent arising out of or caused by any act or omission of the Contractor, its subcontractors, or their respective employees, officers, directors, or agents, in the performance under this Contract. The indemnification obligation under this clause shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under any Workers' Compensation Act, Disability Benefit Act, or other Employee Benefit Act.
- 6.2 The Contractor shall, at its sole expense, defend any claim, suit or proceeding brought against the County, its official or employees, to the extent such claim, suit or proceeding is based on a claim that any Vehicle Accessories or non-Vehicle Accessories furnished under this Contract (collectively, "Infringing Work") constitutes infringement of any registered patent of the United States of America or county of manufacture, provided that County shall give the Contractor prompt written notice of any such claim, suit or proceeding and shall give the Contractor authority, information, and assistance in a timely manner for the defense of the same. The Contractor shall indemnify and hold the County, its officials or employees, harmless from and against all costs and damages awarded, and all attorney's fees incurred or awarded. In any suit or proceeding so defended. The Contractor will not be responsible for any settlement or proceeding made without its prior written response. In case said Infringing Work is enjoined, the Contractor shall, at its own expense and at its option, either (a) procure for County the right to continue using said Infringing Work, (b) replace said Infringing Work with substantially equivalent, equally functional, non-infringing work, parts or combination

thereof, or (c) modify such Infringing Work so that it becomes non-infringing, while maintaining the same functionality.

SECTION 7.0 INSURANCE.

7.1 Prior to commencing work, Contractor shall procure and maintain at Contractor's own cost and expense for the duration of the Contract, the following insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the Scope of Services hereunder by Contractor, its agents, representatives, employees or sub-consultants. The cost of such insurance shall be borne by Contractor.

7.1.1 Contractor shall maintain the following coverage with limits no less than the indicated amounts:

(a) *Commercial General/Umbrella Liability Insurance* - \$1,000,000 limit per occurrence for property damage and bodily injury. The certificate of insurance shall state whether the coverage is provided on a claims-made or preferably on an occurrence basis. The insurance shall include coverage for the following:

- (i) Premise/Operations
- (ii) Products/Completed Operations
- (iii) Contractual
- (iv) Independent Contractors
- (v) Broad Form Property Damage
- (vi) Personal Injury

(b) *Business Automobile/Umbrella Liability Insurance* - \$1,000,000 limit per accident for property damage and personal injury.

- (i) Owned/Leased Autos
- (ii) Non-owned Autos
- (iii) Hired Autos

(c) *Workers' Compensation and Employers'/Umbrella Liability Insurance* – Workers' Compensation statutory limits as required by Chapter 440, Florida Statutes. This policy should include Employers'/Umbrella Liability Coverage for \$1,000,000 per accident.

7.1.2 Other Insurance Provisions

(a) Commercial General Liability and Automobile Coverage

- (i) County, members of its County Commission, boards, commissions and committees, officers, agents, employees and volunteers are to be covered as additional insureds as respects, liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor;

premises owned, leased or used by Contractor or premises on which Contractor is performing Services on behalf of County. The coverage shall contain no special limitations on the scope of protection afforded to County, members of its County Commission, boards, commissions and committees, officers, agents, employees, and volunteers.

- (ii) The Contractor insurance coverage shall be primary insurance as respects County, members of its County Commission, board, commissions and committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by County, members of its County Commission, board, commissions and committees, officers, agents, employees and volunteers shall be excess of Contractor insurance and shall not contribute with it.
- (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to County, members of its County Commission, board, commissions and committees, officers, agents, employees and volunteers.
- (iv) Coverage shall state that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(b) Workers' Compensation and Employers' Liability and Property Coverage

The insurer shall agree to waive all rights of subrogation against County, members of its County Commission, board, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Contractor in the performance of Services under this Contract.

(c) All Coverage

- (i) Each insurance policy required by this Article shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to County in accordance with this Contract.
- (ii) If Contractor, for any reason, fails to maintain any insurance coverage that is required pursuant to this Contract, the same shall be deemed a material breach of contract. County, at its sole option, may terminate this Contract and obtain damages from Contractor resulting from said breach.
- (iii) Alternatively, County may purchase such required insurance coverage (but has no special obligation to do so); and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

7.1.3 Deductibles and Self-Insured Retention's

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, members of its County Commission, board, commissions and committees, officers, agents, employees and volunteers; or Contractor shall procure a bond guaranteeing payment of losses, related investigation, claim administration and defense expenses.

7.1.4 Acceptability of Insurers

Insurance is to be placed with Florida admitted insurers rated B+X or better by A.M. Best's rating service.

7.1.5 Verification of Coverage

Contractor shall furnish County with certificates of Insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon execution of the contract documents, the certificates and endorsements are to be received and approved by County before work commences.

SECTION 8.0 TERMINATION

- 8.1 The County may, by written notice to the Contractor, terminate this Contract in whole or in part, at any time, either for the convenience of County or because of failure of the contractor to fulfill its obligations. Upon receipt of such notice, the Contractor shall immediately discontinue all work affected (unless the notice directs otherwise).
- 8.2 If the termination is for the convenience of the County, the Contractor shall be paid for Vehicle Accessories and installation finally accepted and non-Vehicle Accessories received by the County as of the effective date of termination.
- 8.3 If the termination is due to the failure of the Contractor to fulfill its obligations under this Contract, the Contractor shall be liable to County for reasonable additional costs incurred by County as a result of such breach.
- 8.4 If, after notice of termination for failure to fulfill its obligations under this Contract, it is determined that Contractor has not so failed, the termination shall be deemed to have been effected for the convenience of County.
- 8.5 The rights and remedies of the parties provided in this Section 8 are in addition to any other rights and remedies such party may have a law, in equity, or under this Contract.

SECTION 9.0 WARRANTY AND MAINTENANCE

- 9.1 The Contractor hereby warrants all Vehicle Accessories and installation as set forth in its Proposal and the individual warranty documents delivered with order. The Contractor will respond, either on-site in Bradford County or by the vehicle being brought to the Contractor's facility, for all warranty repairs within two (2) business days following notice from the County.

SECTION 10.0 MISCELLANEOUS PROVISIONS

- 10.1 Time shall be the essence in performance of this Contract; provided, however, that either party shall be excused from timely performance under this Contract to the extent that, but only to the extent that, such delay is the result of any cause beyond the reasonable control of, and not the result of negligence or the lack of diligence of, the party claiming such excuse from timely performance.
- 10.2 Failure to enforce or insist upon compliance with any of the terms or conditions of this Contract or failure to give notice or declare this Contract terminated shall not constitute a general waiver or relinquishment of the same or any other terms, conditions, or acts; but the same shall be and remain at all times in full force and effect.
- 10.3 If written notice to a party is required under this Contract, such notice shall be given by hand delivery, recognized overnight delivery service, or by first class mail, registered and return receipt requested, to Contractor as follows:

Dana Safety Supply, Inc.
1855 Cassat Avenue, Unit 11
Jacksonville, Florida 32210
Attn: Sidney Wells

And to the County as follows:

Bradford County
Fleet Management Division
945-B North Temple Avenue
Starke, Florida 32091

- 10.4 Contractor shall not assign any of their rights or obligations under this Contract without prior approval by the County.
- 10.5 Contractor shall be responsible for the actions of any and all of their subcontractors and consultants. Neither subcontractors nor any consultants shall interface directly with the County.
- 10.6 This Contract and every question arising hereunder shall be construed, interpreted, or determined according to the laws of the State of Florida. Venue for any action brought in

relation to this Contract shall be placed in a court competent jurisdiction in Bradford County, Florida.

- 10.7 As required by Section 287.133 (2 (a), Florida Statutes, 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or a public work, may not submit proposals or 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 in excess of the threshold amount provided in s. 287.010 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Any person must notify the County within 30 days after a conviction of a public entity crime applicable to that person or to an affiliate of that person.
- 10.8 The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either County or Contractor. The section headings appearing herein are for the convenience of the parties and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of the Contract. If any provision of this Contract is determined to be void by any court of competent jurisdiction, then such determination shall not remain in full force and effect; and it is the intention of the parties hereto that if any provision of this Contract is capable of two constructions, one of which would render the provision void and the other of which would render the provisions valid, then the provision shall have the meaning which renders it valid.
- 10.9 Contractor agrees that it will not discriminate against any employee or applicant for employment for work under this Contract because of race, color, religion, gender, age or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, creed, color, sex, marital status or national origin.
- 10.10 Either party shall be excused from timely performance under this Agreement to the extent, but only to the extent, such delay is the result of any cause beyond the reasonable control of, and not the result of negligence or the lack of diligence on the part of, the party claiming such excuse from timely performance.
- 10.11 The Contractor shall make Vehicle Accessories, installation, and non-Vehicle Accessories available to other governmental entities on the same terms and conditions as set forth in this Contract. Should any such governmental entity purchase Vehicle Accessories, installation, and non-Vehicle Accessories on such basis utilizing this Contract, the Contractor shall report such purchase to the County and, within thirty (30) days following final payment for each order of such Vehicle Accessories, installation, and non-Vehicle Accessories, shall provide a credit to the County, which can be used toward the purchase of such Vehicle Accessories, installation, and non-Vehicle

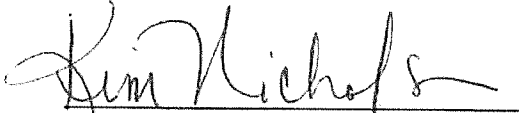
Accessories from the Contractor, in the amount of 1% of the purchase price of such Vehicle Accessories, installation, and non-Vehicle Accessories. This provision shall apply to all purchases initiated during the term of this Agreement, even if such purchase continues and payment is received after the expiration of such term. The contractor may charge this as a transaction fee.

- 10.12 It is understood and agreed that this Contract, including exhibits and references (if any), is the entire Contract between the parties and supersedes all prior oral agreements and negotiations between the parties relating to the subject matter hereof. County and Contractor, by mutual agreement, may change or amend, at their discretion, the products, terms, and conditions of this Contract. All such changes or amendments shall be set forth in a written amendment to this Contract.
- 10.13 If any portion of this Contract, or any Exhibit or portion thereof, is held to be invalid by a court of law, such provision shall be considered severable, and the remainder of this Contract shall be construed and enforced in a manner consistent with the intent of the Parties.

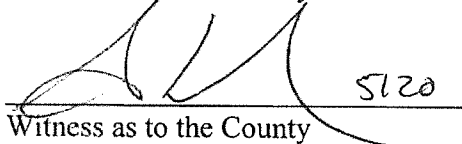
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized representatives, effective the date first above written.

BRADFORD COUNTY, FLORIDA

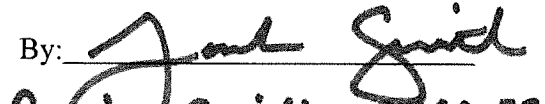
Attest:



Witness as to the County

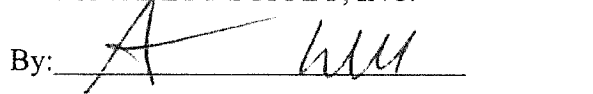
 5/20
Witness as to the County


By:

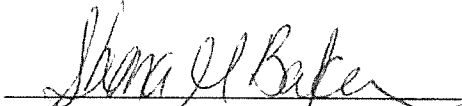

Gordon Smith, SHERIFF
(Type or print name and title of signatory)

DANA SAFETY SUPPLY, INC.

By:


Sidney Wells, General Manager
(Type or print name and title of signatory)


Witness as to the Contractor


Hank H Baker
Witness as to the Contractor

Emergency Vehicle Lighting				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
911 Signal	Emergency and commercial vehicle lighting	30%	MD	Up to 5 Years
Able2 Products	Emergency and commercial vehicle lighting	40%	MD	Up to 5 Years
Brooking Industries	Emergency and commercial vehicle lighting	30%	MD	Up to 5 Years
Code 3	Emergency and commercial vehicle lighting	30%	MD	Up to 5 Years
D&R Electronics	Emergency and commercial vehicle lighting	15%	MD	Up to 5 Years
ECCO	Emergency and commercial vehicle lighting	40%	MD	Up to 5 Years
Federal Signal	Emergency and commercial vehicle lighting	15%		Up to 5 Years
Fenlex	Emergency and commercial vehicle lighting	30%	MD	Up to 5 Years
GoLight	Scene lighting	20%	MD	Up to 5 Years
GoLight	Helios (thermal imaging) and parts / accessories	5%	Dealer	1 Year
Maxxima	Emergency and commercial vehicle lighting	15%	MD	Up to 5 Years
SoundOff Signal	Emergency and commercial vehicle lighting	40%	MD	Up to 5 Years
Star Warning Products	Emergency and commercial vehicle lighting	40%	MD	Up to 5 Years
Unity Spotlights	Scene lighting	50%	Dealer	Limited
Whelen	Emergency and commercial vehicle lighting	42%	MD	Up to 5 Years
Whelen	Parts only	30%	MD	Up to 5 Years
Vehicle Push Bumpers / Prisoner & K9 Transport				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
AceK9 / Radiotronics	K9 transport electronics	3%	Dealer	Up to 2 Years
American Aluminum	Prisoner and K9 transport	15%	Dealer	Up to 3 Years
Brooking Industries	Prisoner transport (seats and window bars)	30%	MD	2 Years
D&R Electronics	K9 Transport, cargo partitions, and window bars	15%	MD	1 Year
Go Rhino	Prisoner transport (partition and window bars) and push bumpers	18%	MD	1 Year
	Prisoner transport (seats)	8%	MD	1 Year
Havis	Prisoner and K9 transport	30%	MD	Up to Lifetime
Jotto Desk	Prisoner transport (partition, seats, window bars)	18%	MD	1 Year
Laguna	Prisoner transport (seats and window bars)	18%	MD	Up to 5 Years
Pro-gard Products	Prisoner transport (partition, seats, window bars)	20%	MD	Limited
Prisoner Transport Systems (PTS)	Prisoner transport (partition, seats, window bars)	10%	Dealer	Limited
Ranch Hand	Push bumpers	10%	Dealer	1 Year
Ray Allen	K9 transport electronics	3%	Dealer	Up to 2 Years
Setna	Prisoner (partition, seats, window bars) and K9 transport and non-lighted push bumpers	20%	MD	Up to 2 Years
Setna	Lighted push bumpers	10%	MD	Up to 5 Years
Troy Products	Prisoner transport (partition and window bars) and push bumpers	20%	MD	Up to 5 Years
Westin	Push bumpers	10%	MD	1 Year
Vehicle Weapon Mounts & Storage				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
Big Sky Gun Racks	Gun racks	10%	MD	1 Year
CargoGlide	Truck storage access solution	10%	Dealer	Up to Lifetime
D&R Electronics	Gun racks and storage boxes	15%	MD	1 Year
DECKED	Storage solution for truck bed	15%	Dealer	3 Years
Go Rhino	Gun racks and storage boxes	15%	MD	1 Year
Jotto Desk	Gun racks	18%	MD	1 Year
Lund Industries	Gun racks and storage boxes	10%	MD	Limited
OPS	Storage boxes	15%	MD	Limited
Prisoner Transport Systems (PTS)	Storage boxes	10%	Dealer	Limited
Pro-gard Products	Gun racks and storage boxes	20%	MD	Limited
Rockland	Storage boxes	20%	MD	Limited
Santa Cruz Gun Locks	Gun racks	18%	Dealer	1 Year
Setna	Gun racks and storage boxes	20%	MD	Up to 2 Years
Setna	Blac-rac gun racks	0%	MD	Up to 2 Years
Troy Products	Gun racks and storage boxes	15%	MD	Up to 5 Years
Truck Vault	Storage boxes	5%	MD (Exclusive)	Up to Lifetime
Tuffy	Storage boxes	15%	MD	Limited
TufLoc / Esmet	Storage boxes	10%	MD	3 Years
Computers / Consoles / Docking Stations / Laptop and Tablet Mounts / Printers				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
Brother Mobile Solutions	Printers and accessories	5%	MD	Up to 2 Years
D&R Electronics	Consoles, laptop mounts, docking stations	15%	Dealer	1 Year
Gamber Johnson	Consoles, laptop mounts, docking stations	35%	MD	Up to Lifetime
Havis	Consoles, laptop mounts, docking stations	30%	MD	Up to Lifetime
Havis	Apple related product and ICS (Integrated Control System)	3%	MD	3 Years
HINT Mounts	Consoles, laptop mounts, docking stations	12%	MD	Limited
Jotto Desk	Consoles, laptop mounts, docking stations	18%	MD	1 Year
LEM Solutions	Printer mounts	3%	MD	Limited
Lund Industries	Consoles, laptop mounts, docking stations	10%	MD	Limited
Panasonic	Laptops	5%	Dealer	Up to 3 Years
PMT (Precision Mounting Technologies)	Consoles, laptop mounts, docking stations	15%	MD	Up to Lifetime
Prisoner Transport Systems (PTS)	Consoles	10%	Dealer	Limited
RAM Products	Consoles and laptop mounts	30%	MD	Up to Lifetime
Samsung	Computing devices	5%	Dealer	Up to 3 Years
Troy Products	Consoles, laptop mounts, docking stations	18%	MD	Up to 5 Years
Radar / In-Car Video / LPR / Collision Avoidance / Vehicle Safety				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
Apollo Video	In-car video	5%	MD	2 Years
Decatur Electronics	In-car video and radar	3%	MD	Up to 5 Years
Digital Ally	Body camera and in-car video	2%	MD	Limited
Genetec	LPR	5%	MD (Exclusive)	Up to 5 Years
IJ Mobile Vision / Safe Fleet	In-car video	3%	Dealer	Up to 3 Years
Mobileye	Collision avoidance	5%	MD (Exclusive)	Limited
MPH Radar	Radar	3%	Dealer	Up to 3 Years
Point Blank / Advanced Tech Group	Body camera and in-car video	5%	MD	Limited
Patrol Witness	In-car video	2%	MD	Limited
Rearview Safety	Back-up camera systems, back-up sensors, 360 systems, mobile DVRs, dash cameras	10%	Dealer	1 Year
Rostra	Back-up camera systems, back-up sensors, 360 systems, mobile DVRs, dash cameras	10%	Dealer	Up to 3 Years
Stalker	Radar	3%	MD	Up to 3 Years

Radar / In-Car Video / LPR / Collision Avoidance / Vehicle Safety (continued)				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
Utility	Body camera and in-car video	3%	Dealer	Up to 5 Years
WatchGuard	Body camera and in-car video	2%	MD	1 Year
Flashlights & Other Lighting				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
Bayco Products	Flashlights	30%	MD	Up to Lifetime
Maglite	Flashlights	30%	MD	Up to Lifetime
Pelican Products	Flashlights and scene lighting	25%	MD	Up to Lifetime
Streamlight	Flashlights	30%	MD	Up to Lifetime
Sure Fire	Flashlights	12%	Dealer	Up to Lifetime
Truck Toppers / Caps				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
A.R.E.	Toppers and tonneau covers	5%	Dealer	Up to Lifetime
BAKFlip	Bed cover	10%	Dealer	Up to 2 Years
Reading	Steel commercial caps	5%	MD	5 Years
Roll n Lock	Bed cover	12%	Dealer	Up to 3 Years
SpaceKap	Transferable fiberglass caps	2%	MD	Up to Lifetime
Bodies / Cranes / Truck Equipment				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
A.R.E.	Toppers and tonneau covers	5%	MD	Up to Lifetime
Buyers Products	Truck equipment and accessories	18%	Dealer	Up to Lifetime
DeeZee	Truck equipment and accessories	10%	Dealer	Up to Lifetime
Keystone Automotive	Truck equipment and accessories	10%	Dealer	Varies by Manufacturer
Liftmoore Cranes	Service cranes	5%	MD	Up to 3 Years
Mayer Distributing	Truck equipment and accessories	10%	Dealer	Varies by Manufacturer
Palfinger	Service cranes	8%	Dealer	Up to 3 Years
Reading	Crane bodies, mechanics bodies, dump bodies, stake / platform bodies, service / utility bodies	5%	MD	Up to 10 Years
Rugby Manufacturing	Dump bodies	5%	MD	Up to 3 Years
Sterling Equipment	Heavy duty push bumpers and headache racks	5%	Dealer	Up to 1 Year
Thleman Tailgates	Liftgates	5%	MD	Up to 1 Year
Venturo Cranes	Service cranes	5%	Dealer	Up to 1 Year
Van Storage Equipment				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
Kargo Master	Van interior packages, van ladder racks	5%	MD	Up to Lifetime
Legend Fleet Solutions	Van interior floor and wall solutions	5%	Dealer	Limited
Masterack	Van interior packages, van ladder racks, van interior floor and wall liners	15%	MD	1 Year
OPS	Van interior packages	10%	MD	Limited
Westcan Manufacturing	Van interior packages, van interior floor and wall liners	5%	Dealer	Limited
Footwear / Apparel				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
S-11 Tactical	Apparel, bags, boots, shoes	30%	MD	Up to Lifetime
Bates	Boots and shoes	25%	Dealer	Limited
Blackhawk	Apparel, bags, boots	25%	Dealer	Up to Lifetime
Danner	Boots and shoes	18%	Dealer	Up to 6 Months
Magnum	Boots and shoes	22%	Dealer	1 Year
Propper	Apparel, bags, boots, shoes	15%	MD	Limited
Rocky	Boots and shoes	22%	Dealer	1 Year
Tru-Spec	Apparel, bags, boots	25%	MD	2 Years
DSS Products & Services				
Manufacturer	Products Offered	Pricing	Master Distributor or Dealer	Warranty
DSS Graphics	Design, printing, installation, and removal services	Quoted per Job		7 Years
DSS Products	Private label products or sole distributor products	15% off MSRP		Varies
DSS Website	www.danasafety.com - All products	5% off MSRP		Varies
Fleet Safety Website	www.fleet-safety.com - All products	5% off MSRP		Varies
Install Rate	Hourly install rate for install and repair services	\$70 per hour		5 Years
Vehicle pick-up and delivery	Calculated based on round trip from DSS location to customer	\$1 per mile		
Body Armor				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
Armor Express	Body armor	30%	MD	5 Years
Onyx	Body armor	15%	MD	5 Years
Point Blank	Body armor	25%	MD	5 Years
Propper	Body armor	20%	MD	5 Years
Duty Gear				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
1791 Gun Leather	Holsters	10%	Dealer	Limited
Gould & Goodrich	Holsters, belts, and accessories	30%	MD	Limited
Hero's Pride	Badges, duty gear, insignia, patches and recognitions	25%	Dealer	Limited
High Speed Gear	Holsters, belts, and accessories	10%	Dealer	Up to Lifetime
SafariLand	Holsters, belts, and accessories	20%	Dealer	Up to Lifetime
Fire Gear & Tools				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
ATI Fire Products	Nozzles, hoses, and coupling	10%	Dealer	Varies
Fire Ninja	Safety vests, glow/reflect tracking decals, sub zero cooling towels, and knives	12%	Dealer	Varies
Holk	Gloves	10%	Dealer	Limited
Innotex	Bunker / turnout gear	5%	Dealer	Limited
Nupla	Fire tools	30%	MD	Up to Lifetime
Full Line Supplier of Other Items				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
Aerovoe	LED flares	20%	Dealer	Up to 5 Years
Amerex	Fire extinguishers	10%	MD	Up to 12 Years
Angel Armor	Vehicle driver window armor	5%	Dealer	5 Years
ASP	Baton, flashlights, handcuffs	20%	MD	Up to Lifetime
Avon Protection	First responder Core Products (includes gas masks, etc and Accessories / Spares	5%	MD	Varies
Blackinton	Badges, insignia, and recognitions	20%	MD	Up to Lifetime
Combined Tactical Systems (CTS)	Less lethal munitions	8%	MD	Limited
Edge Tactical	Protective and ballistic eyewear	10%	MD	Limited
Garrett Metal Detectors	Walk thru and hand metal detectors	5%	MD	Up to 2 Years
Nite Track	Night vision	5%	MD	1 Year

Full Line Supplier of Other Items				
Manufacturer	Products Offered	% off MSRP	Master Distributor or Dealer	Warranty
Neptic	Vehicle mounted thermal imaging	5%	Dealer	2 Years
Pac Klt	First aid kits	20%	Dealer	Limited
Panorama Antennas	Antennas for vehicle mounting	10%	MD	Limited
Sabre	Less lethal	34%	MD	Up to 2 Years
SIG Sauer	Handguns, rifles, scopes, sights, ammunition	5%	MD (Exclusive)	Up to Lifetime
Simunitions	Non-lethal training ammunition	5%	MD	Up to 5 Years
Sirchie	Forensic, vehicle, evidence, and surveillance solutions	5%	MD	Up to Lifetime
Smith & Warren	Badges, insignia, and recognitions	20%	MD	Up to Lifetime
Theon	Night vision	10%	MD	Up to 10 Years
Tremco	Vehicle anti-theft system	10%	MD	Limited
Wanco	Arrow board, light tower, message signs, and speed signs	3%	MD	Up to 5 Years
Zoll	AED	25%	MD	Up to Lifetime
Zoll	AED accessories	10%	MD	Up to Lifetime
Vehicles				
Manufacturer	Products Offered	% over Cost	Master Distributor or Dealer	Warranty
Chevrolet	Chevrolet line of vehicles	4%	Dealer	3 Years / 36K Miles
Dodge	Dodge line of vehicles	4%	Dealer	3 Years / 36K Miles
Ford	Ford line of vehicles	4%	Dealer	3 Years / 36K Miles

BRADFORD COUNTY

FINAL BID TABULATION

**RFP NO. BCSO2019-01 LIGHTING, EMERGENCY LIGHTING, SPECIALTY EQUIPMENT,
PUBLIC SAFETY EQUIPMENT AND ACCESSORIES - PARTS SALES AND INSTALLATION
SERVICE**

BID OPENING DATE 6/24/2019

COMPANY	POINTS	ATTACHMENT A (Y/N)	ATTACHMENT B (Y/N)	ATTACHMENT C (Y/N)
Dana Safety Supply**	182	Y	Y	Y
Handy Worx	No Bid			
Morganelli & Associates	No Bid			

REMARKS: ** INDICATES INTENDED Awardee



Gordon Smith, Sheriff

SHERIFF

Bradford County

September 6, 2023

Dana Safety Supply, Inc.
561 Stevens St
Jacksonville, Fl. 32254

Re: Contract No. BCSO2019-01

To whom it may concern,

The Bradford County Sheriff's Office agrees to allow any local or state government entity the ability to "Piggyback" off the above stated contract. Additional information regarding this can be found in Section 10 of said contract. If you have any questions or if I can be of any assistance, please contact me directly.

Thanks,

Major George L. Konkel Jr.
Chief of Operations
Bradford County Sheriff's Office
945-B North Temple Ave.
Starke, Fl. 32091
Office (904)966-6306

August 19, 2019

Dana Safety Supply, Inc.
1855 Cassat Avenue, Unit 11
Jacksonville, Florida 32210

Re: Amendment # 1 to Contract No. BCSO2019-01

Dear Sir:

Enclosed are contract amendment documents for the above project which should be executed by your company and returned to our office within five (5) consecutive calendar days from date of receipt.

Contracts must be executed by a corporate officer or an individual with signatory authority. That signature should be properly attested or witnessed. Please indicate corporate position held by the individual executing the contract.

Please return signed contracts to the following address;

Bradford County Sheriff's Office
Attn: Captain George Konkel
945-B North Temple Avenue
Starke, Florida 32091

You will be furnished a fully executed copy of the document after all signatures have been affixed.

If you should have any questions or need assistance in completing the enclosed, please contact Captain Konkel at (904)964-6161.

Sincerely,


Captain George Konkel

Enclosures (1)

AMENDMENT TO CONTRACT NO. BCSO2019-01

THIS AMENDMENT TO CONTRACT is entered into this 19 day of August, 2019, by and between the BRADFORD COUNTY SHERIFF'S OFFICE and DANA SAFETY SUPPLY, INC. hereinafter called the "Contractor".

WHEREAS, the Bradford County Sheriff's Office and Contractor entered into a certain Contract dated July 12, 2019 relating to the furnishing of certain light systems and components; aftermarket vehicle accessories, and public safety / emergency vehicle equipment and other equipment not related to vehicle equipment (BCSO2019-01), hereinafter called the "Contract"; and,

WHEREAS, the parties now desire to amend the contract as set forth in this amendment;

NOW, THEREFORE, in consideration of the following mutual covenants and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. To add the following

a. Under the DSS Products & Services section, add the following:

DSS Products & Services			
Manufacturer	Products Offered	Pricing	Warranty
On Site Service & Maintenance	Hourly rate for non-warranty maintenance and repair services performed on-site	\$85 per hour	5 Years

2. This agreement becomes effective Aug. 19, 2019.

3. Except as specifically amended hereby, the terms and conditions of the Contract shall continue in full force and effect.

IN WITNESS WHEREOF the Bradford County Sheriff's Office and Contractor have caused this Amendment to Contract to be executed by the duly authorized representatives effective the date and year first written above.

ATTEST:



BRADFORD COUNTY SHERIFF'S OFFICE

BY:  5120


Captain George Konkel

DANA SAFETY SUPPLY, INC.

BY: 

Sidney Wells, General Manager
(Type or Print Name and Title of Signatory)

Ropal Wells
Witness as to Contractor


Witness as to Contractor



August 7, 2023

Dana Safety Supply, Inc.
561 Stevens St
Jacksonville, Fl. 32254

Re: Amendment #2 to Contract No. BCSO2019-01

Dear Sir:

Enclosed are contract amendment documents for the above project which should be executed by your company and returned within five (5) consecutive calendar days from date of receipt.


Contracts must be executed by a corporate officer or an individual with signature authority. That signature should be properly attested or witnessed. Please indicate corporate position held by the individual executing the contract.

Please return signed contracts to the following address;

Bradford County Sheriff's Office
Attn: Major George Konkel
945-B North Temple Ave.
Starke, Fl. 32091

You will be furnished a fully executed copy of the document after all signatures have been affixed. If you have any questions or need assistance in completing the enclosed, please contact me at (904)966-6306.

Thanks,


Major George L. Konkel Jr.
Chief of Operations
Bradford County Sheriff's Office
945-B North Temple Ave.
Starke, Fl. 32091
Office (904)966-6306

Amendment to Contract No. BCSO2019-01

This Amendment to Contract is entered into this 7th day of October, 2023, by and between the **Bradford County Sheriff's Office** and **Dana Safety Supply, INC.** hereinafter called the "Contractor".

Whereas, the Bradford County Sheriff's Office and the Contractor enter into a certain Contract dated this 12th day of July, 2019 relating to the furnishing of certain light systems and components; aftermarket vehicle accessories, and public safety / emergency vehicle equipment and other equipment not related to vehicle equipment (BCSO2019-01), hereinafter called the "Contract"; and,

Whereas, the parties now desire to amend the contract as set forth in this amendment;

Now, therefore, in consideration of the following mutual covenants and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. To add the following under the DSS Products and Services section;

Galco Holsters - Holsters, belts, and leather gear
20% off MSRP, Dealer, 1yr warranty

Strong Leather - Badge Holders and Wallets
10% off MSRP, MD, 1 yr warranty

FN - Handguns and Rifles
5% off MSRP, MD, Limited

Walther - Handguns
5% off MSRP, MD, Limited

Alien Gear/Rapid Force - Holsters

15% off MSRP, MD, Lifetime

RTS Tactical - Ballistic Shields, Ballistic White Boards - Other Armor -
IFAK Kits

19% off MSRP, MD, 2-5 years

Team Wendy - Ballistic and Bump Helmets

10% off MSRP, MD, 5-10 years

Slate Solutions - Body Armor, Ballistic Shields, Helmets, Hard Plates

10% off MSRP, MD, 5 years

Bergara - Precision Rifles

5% off MSRP, MD, Limited Lifetime

Precision Weapons Systems - Rifles

5% off MSRP, MD, Limited Lifetime

Under Armor - Apparel, Footwear

15% off MSRP, MD, Limited

ISBI – BALLISTIC GLASS

5% OFF MSRP

UTILITY – IN-CAR VIDEO/BODY CAM

5% OFF MSRP

LEER – TOPPERS

5% OFF MSRP

G9 Defense: Ammunition

12% off MSRP

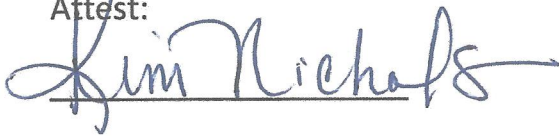
North American Resue
5% off MSRP

Solar Tech
3% off MSRP

2. This agreement becomes effective August 8th, 2023.
3. Except as specifically amended hereby, the terms and conditions of this Contract shall continue in full force and effect.

In Witness Whereof the Bradford County Sheriff's Office and Contractor have caused this Amendment to Contract to be executed by the authorized representatives effective the date and year first written above.

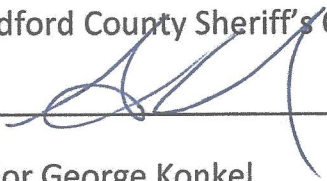
Attest:



Kim Nichols

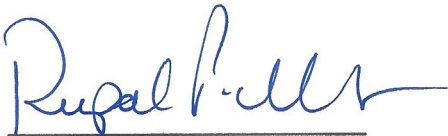
Bradford County Sheriff's Office

By:



5120

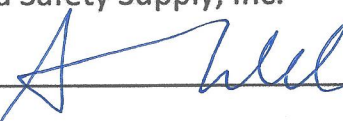
Major George Konkel



Witness as to Contractor

Dana Safety Supply, Inc.

By:



Sidney Wells, Regional GM



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Lisa Frazier, AICP, Growth Management Director, George Barber, Chief Procurement Officer

DATE: 12/7/2023

RE: **Miscellaneous: 'Piggyback Purchase', consulting services for Land Development reviews (Village of North Palm Beach contract) and miscellaneous purchases - Growth Management Department (Inspire Placemaking Collective, Inc. - \$210,678); consideration of a budget amendment allocating monies from General Fund Undesignated Fund Balance.**

The Growth Management Department is requesting \$210,678 in General Fund Undesignated Fund Balance to cover the cost of planning consulting services for land development reviews (\$100,000), engineering consulting services on land development reviews (\$100,000), additional funding for rentals/leases (\$2,187), additional postage for code cases related to fire prevention/inspection (\$7,000); and funding to cover the cost of the City's annual Beautify Palm Bay cleanup event held on November 9, 2023 (\$1,500).

Planning & Engineering Consulting Services (\$200,000):

The Land Development Division of the Growth Management (GM) Department continues to receive a high volume of applications for public hearing cases (future land use amendments, rezoning requests, conditional use permits, annexations, etc) and administrative reviews (site plans, revisions to site plans, plats and construction plans, zoning verifications and reviews for building permits, etc). Given existing staff capacity to process and review these requests while also undergoing a comprehensive update to the Land Development Code, the Division is seeking to outsource large-scale plan reviews and land entitlement applications. In addition, the Land Development Division, in coordination with the Public Works (PW) Department's Engineering Division, utilize a Master Contract/RFP #47-0-2021/NC for continuing engineering consultant services related to land development reviews. The previous purchase order, carried forward from Fiscal Year 2023, is now fully expended. Both PW and GM are requesting to replenish funds for the remainder of Fiscal Year 2024 to continue to utilize the continuing engineering consulting services for land development reviews.

Rentals/Leases (\$2,178):

During the Fiscal Year 2024 budget preparations, the Growth Management Department funded the lease of a folding machine, utilizing an existing contract with Pitney Bowes. While the lease is billed quarterly at \$728.97/quarter, the approved Fiscal Year 2024 budget only appropriated funds for one quarter (October – December 2023). The GM Department is requesting to fund the remaining three quarters for Fiscal Year 2024.

Fire Prevention Inspection Code Cases (\$7,000):

Annually, the Fire Rescue Department conducts fire prevention inspections associated with active businesses in Palm Bay. Since July 2023, the GM Department's Code Compliance Division received notice from the Fire Rescue Department of over 500 unpaid inspection fees. In processing and enforcing the City's Code of Ordinances on behalf of the Fire Rescue Department, the Code Compliance Division has realized a significant increase in postage costs for mailing notices. The Growth Management Department is requesting additional funding for postage for the remainder of Fiscal Year 2024.

Beautify Palm Bay (\$1,500):

In an effort to foster community pride and involvement, the Code Compliance Division brought back a popular trash and debris cleanup event, known as Beautify Palm Bay. On November 9, 2023, the City hosted approximately 100 volunteers across Palm Bay to collect trash and debris from major road rights-of-way. While the City receive some donated buckets and grabbers, the cost remaining cost to host this annual event was \$1,500 and included the costs for materials (gloves, trash bags), t-shirts and food and drinks for volunteers. The GM Department is requesting undesignated fund balance to cover the cost of this event.

Contract Utilization:

The Growth Management Department, in coordination with the Procurement Department, has identified an existing contract between the Village of North Palm Beach and Inspire Placemaking Collective, Inc (RFP #2023-06-CGY-COMMDEV-0-2023/CGY) for such consulting services. In accordance with the City's Code of Ordinance, Section 38.13(F)(4) Cooperative Purchases and Piggyback Purchases: The City may purchase from any cooperative contract, including but not limited to: term contracts by the State of Florida, Federal General Services Administration, and other governmental cooperatives and entities within and outside the State of Florida provided that the cooperative contract is established in compliance with the procurement procedures and requirements of the issuing body, entity, authority, or cooperative. If such other governmental or cooperative contract is utilized, the public notice requirements and the need to utilize the methods of selection processes are obviated. Any such contracts equal to or in excess of one hundred thousand dollars (\$100,000) shall go to the City Council for approval.

To address ongoing planning and engineering capacity issues, the Growth Management, Public Works, and Procurement Departments will prepare a Request for Qualifications (RFQ) to solicit a variety of planning and engineering consulting services to provide and maintain additional capacity on major development projects. The RFQ will be issued in the first quarter of 2024.

REQUESTING DEPARTMENT:

Growth Management, Procurement

FISCAL IMPACT:

If approved, a budget amendment will allocate \$210,678 from General Fund Undesignated Fund Balance, account 001-0000-392-1001, to the Land Development Division's Professional Services, account 001-3311-515-3141 (\$100,000); Professional Services/Engineering, account 001-7034-541-3121 (\$100,000); Land Development Division's Other Rentals/Leases, account 001-3311-515-4409 (\$2,187); Code Compliance Division's Postage/Freight, account 001-3330-529-4111 (\$7,000); and Code Compliance Divisions Operating Supplies, City Training/Events Food, account 001-3330-529-5238 (\$1,500).

RECOMMENDATION:

Motion to approve an allocation of \$210,678 in General Fund Undesignated Fund Balance for additional operating as mentioned above; and approve the utilization of the Village of North Palm Beach contract (2023-06-CGY-COMMDEV-0-2023/CGY) with Inspire Placemaking Collective, Inc for general planning services.

ATTACHMENTS:

Description

Village of North Palm Beach - Agreement

Village of North Palm Beach - Solicitation

PROFESSIONAL SERVICES AGREEMENT
(Planning Services)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered on 24th day of August, 2023, by and between the **Village of North Palm Beach**, a Florida municipal corporation ("Village") and **Inspire Placemaking Collective, Inc.**, a Florida corporation ("Consultant").

RECITALS

WHEREAS, the Village issued a Request for Proposals for General Planning Services ("RFP"), and Consultant submitted a Proposal in response to the RFP; and

WHEREAS, the Village wishes to retain the services of Consultant, and Consultant has agreed to provide General Planning Services to the Village in accordance with its Proposal and pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the Village and the Consultant agree as follows:

SECTION 1: INCORPORATION OF RECITALS. The foregoing Recitals are incorporated into this Agreement as true and correct statements.

SECTION 2: CONSULTANT'S SERVICES AND COMPENSATION. The Consultant shall provide General Planning Services to the Village on an as needed, non-exclusive basis as directed by the Community Development Director and as described in the RFP for General Planning Services. Both the RFP and Consultant's Proposal are hereby incorporated herein by reference. The Village shall compensate Consultant for services performed in accordance with the rate schedule attached hereto as Exhibit "A" and incorporated herein by reference. In accordance with a request for services on special projects from the Community Development Director, Consultant will prepare a work order authorization including a specific scope of work and fee for services which shall be submitted to and approved by the Community Development Director prior to any work being conducted. Direct costs may be reimbursed by the Village if approved in advance by the Community Development Director, and invoiced without markup.

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Agreement, it being understood that Consultant will act hereunder as an independent contractor and none of Consultant's, officers, directors, employees, independent contractors, representatives, or agents performing services for Consultant pursuant to this Agreement shall have any claim under this Agreement or otherwise against the Village for compensation of any kind under this Agreement. The relationship between the Village and Consultant is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 4: TERM, TIME, AND TERMINATION.

a. **Term.** The term of this Agreement shall commence upon the approval of this Agreement by the Village and shall continue for a five (5) year term or until either party terminates this Agreement as set forth herein. This Agreement may be extended for two (2) additional one-year terms upon mutual consent of Consultant and the Village Manager and approval by the Village Council.

b. **Time for Completion.** Time is of the essence in the performance of this Agreement. Upon direction from the Community Development Director, Consultant shall at all times carry out its duties and responsibilities as expeditiously as possible.

c. Force Majeure. Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The Consultant or Village may suspend its performance under this Agreement as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the Consultant or Village shall resume its performance as soon as is reasonably possible. Upon the Consultant's request, the Village shall consider the facts and extent of any failure to perform the services and, if the Consultant's failure to perform was without its or its subconsultants' fault or negligence, the schedule and/or any other affected provision of this Agreement may be revised accordingly, subject to the Village's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than three (3) days before a notice of delay or claim therefore is made in writing to the Village. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

d. Termination. Either party may terminate this Agreement at any time with or without cause by giving not less than ten (10) days' written notice of termination.

e. Early Termination. If this Agreement is terminated before the completion of all services by the Consultant, the Consultant shall:

1. Stop services on the date and to the extent specified including without limitation services of any subconsultants; and
2. Transfer all work in progress, completed work, and other materials related to the terminated services to the Village in the format acceptable to Village.

f. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the Village is a municipal corporation and political subdivision of the state of Florida, and as such, this Agreement is subject to budgeting and appropriation by the Village of funds sufficient to pay the costs associated herewith in any fiscal year of the Village. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the Village's governing board in any fiscal year to pay the costs associated with the Village's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the Village to be, insufficient to pay the costs associated with the Village's obligations hereunder in any fiscal period, then the Village will notify Consultant of such occurrence and either the Village or Consultant may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the Village of any kind whatsoever; however, Village shall pay Consultant for all services performed under this Agreement through the date of termination.

SECTION 5: COMPENSATION.

a. Payments. The Village agrees to compensate the Consultant in accordance with the rate schedule set forth in Exhibit "A." **The total compensation payable by the Village to Consultant during any fiscal year shall not exceed Fifty Thousand Dollars (\$50,000.00).** The Village shall not reimburse the Consultant for any additional costs incurred as a direct or indirect result of Consultant providing services to the Village under this Agreement which exceed the amount set forth above, unless prior written approval has been obtained by the Consultant.

b. Invoices. Consultant shall render monthly invoices to the Village for services that have been rendered in conformity with this Agreement in the previous month. The invoices shall specify the

services performed and the time spent on the same. All reimbursable expenses shall also be clearly identified on the invoice with supporting documentation. Invoices will normally be paid within thirty (30) days following the Village's receipt of the Consultant's invoice.

SECTION 6: INDEMNIFICATION.

a. The Consultant, its officers, employees and agents shall indemnify and hold harmless the Village, including its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at the trial and appellate levels), to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the services under this Agreement. The Village agrees to be responsible for its own negligence.

b. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Village or the Consultant, nor shall this Agreement be construed as a waiver of sovereign immunity for the Village beyond the waiver provided in section 768.28, Florida Statutes.

SECTION 7: COMPLIANCE AND DISQUALIFICATION. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement.

SECTION 8: PERSONNEL. The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Village. All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state, and local law to perform such services.

SECTION 9: SUB-CONSULTANTS. The Village reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and approve all qualifications of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Agreement. All sub-consultants providing professional services to the Consultant under this Agreement will also be required to provide their own insurance coverage identical to those contained in this Agreement. In the event that a sub-consultant does not have insurance or does not meet the insurance limits as stated in this Agreement, the Consultant shall indemnify and hold harmless the Village for any claim in excess of the sub-consultant's insurance coverage, arising out of the negligent acts, errors, or omissions of the sub-consultant. The Consultant shall not charge an administrative fee or surcharge on any sub-consultant's services; all sub-consultant costs shall be a direct pass-through cost to the Village.

SECTION 10: FEDERAL AND STATE TAX. The Village is exempt from payment of Florida State Sales and Use Tax. The Consultant is not authorized to use the Village's Tax Exemption Number.

SECTION 11: INSURANCE.

a. Prior to commencing any services, the Consultant shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the Village and the Consultant. All such insurance policies may not be modified or terminated without the express written authorization of the Village.

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Professional liability/ Errors and Omissions	\$1,000,000 per occurrence
Commercial general liability (Products/completed operations Contractual, insurance broad form property, Independent Consultant, personal injury)	\$1, 000,000 per occurrence \$2,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	\$500,000 per occurrence
Worker's Compensation	\$ statutory limits

b. The commercial general liability and automobile policies will name the Village as an additional insured and proof of all insurance coverage shall be furnished to the Village by way of an endorsement to same or certificate of insurance prior to the provision of services. The certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount, and classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve Consultant of its liability and obligations under this Agreement.

c. Consultant hereby waives any and all rights to subrogation against the Village, its officers, employees, and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Consultant shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should Consultant enter into such an agreement on a pre-loss basis.

SECTION 12: SUCCESSORS AND ASSIGNS. The Village and the Consultant each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as agreed in writing by all parties, this Agreement is not assignable.

SECTION 13: GOVERNING LAW, VENUE AND REMEDIES. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 14: WAIVER OF JURY TRIAL. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

SECTION 15: ACCESS AND AUDITS. The Consultant shall maintain adequate records to justify all payments made by the Village under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The Village shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business. In no circumstances will Consultant be required to disclose any confidential or proprietary information regarding its products and service costs.

SECTION 16: NONDISCRIMINATION. The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

SECTION 17: AUTHORITY TO PRACTICE. The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the Village upon request.

SECTION 18: SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 19: CONVICTED VENDOR LIST/BOYCOTT OF ISRAEL. As provided in section 287.135, Florida Statutes, the Consultant certifies that it and any authorized sub-consultants are not participating in a boycott of Israel. The Consultant further certifies that it and its affiliates have not been placed on the Convicted Vendor List under section 287.133, Florida Statutes. The Village and the Consultant agree that the Village shall have the right to immediately terminate this Agreement if the Consultant, its authorized sub-consultants or affiliates are placed on the Scrutinized Companies that Boycott Israel List, are engaged in a boycott of Israel, or are placed on the Convicted Vendor List maintained by the State of Florida.

SECTION 20: NOTICE. All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the VILLAGE shall be sent to:

Village of North Palm Beach
Attn: Village Manager
501 US Highway 1
North Palm Beach, FL 33408

and if sent to the Consultant, shall be sent to:

Inspire Placemaking Collective, Inc.
Attn: George Kramer, President
4767 New Broad Street
Orlando, FL 32814

The foregoing names and addresses may be changed if such change is provided in writing to the other party. Notice shall be deemed given upon receipt.

SECTION 21: ENTIRETY OF AGREEMENT. The Village and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 22: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 23: PREPARATION AND NON-EXCLUSIVE. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-

exclusive Agreement and the Village reserves the right to contract with individuals or firms to provide the same or similar services.

SECTION 24: MATERIALITY. All provisions of the Agreement shall be deemed material. In the event Consultant fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and Village may at its option provide notice to the Consultant to terminate for cause.

SECTION 25: LEGAL EFFECT. This Agreement shall not become binding and effective until approved by the Village. The Effective Date is the date this Agreement is executed by the Village.

SECTION 26: NOTICE OF COMPLAINTS, SUITS, AND REGULATORY VIOLATIONS. Each party will promptly notify the other of any complaint, claim, suit, or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

SECTION 27: SURVIVABILITY. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

SECTION 28: COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

SECTION 29: PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, the CONSULTANT acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONSULTANT has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

SECTION 30: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS. This Agreement consists of this Agreement and Exhibit, the Request for Proposals, and the Consultant's Proposal. The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict among the terms of the documents, such conflict shall be resolved in the following Order: this Agreement and Exhibit, the Request for Proposals, and the Consultant's Proposal. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 31: OWNERSHIP OF DELIVERABLES. The deliverables, work product, specifications, calculations, supporting documents, or other work products prepared by Consultant pursuant to this Agreement shall become the property of the Village upon delivery. The Consultant may keep copies or samples thereof and shall have the right to use the same. The Village accepts sole responsibility for the reuse of any such documents in a manner other than as initially intended or for any use of incomplete documents.

SECTION 32: REPRESENTATIONS AND BINDING AUTHORITY. By signing this Agreement, on behalf of the Consultant, the undersigned hereby represents to the Village that he or she has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the Consultant for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 33: PUBLIC RECORDS. The Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Village as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (a) Keep and maintain public records required by the Village to perform the service.
- (b) Upon request from the Village's custodian of public records or designee, provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the Village.
- (d) Upon completion of this Agreement, transfer, at no cost, to the Village all public records in possession of the Consultant or keep and maintain public records required by the Village to perform the service. If the Consultant transfers all public records to the Village upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village, upon request from the Village's custodian of public records or designee, in a format that is compatible with the information technology systems of the Village.

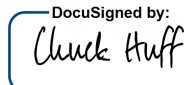
IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE VILLAGE OF NORTH PALM BEACH AT: (561) 841-3355; NPBCLERK@VILLAGE-NPB.ORG; OR 501 U.S. HIGHWAY ONE, NORTH PALM BEACH, FL 33408.

SECTION 34: NO THIRD-PARTY BENEFICIARIES. There are no third party beneficiaries under this Agreement.

SECTION 35: E-VERIFY. The Consultant warrants and represents that Consultant and all sub-consultants are in compliance with Section 448.095, Florida Statutes, as may be amended. The Consultant has registered to use, and shall continue to use, the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of newly hired employees and has received an affidavit from each sub-consultant stating that the sub-consultant does not employ, contract with or subcontract with an unauthorized alien. If the Village has a good faith belief that the Consultant has knowingly violated Section 448.09(1), Florida Statutes, the Village shall terminate this Agreement pursuant to Section 448.095(2), Florida Statutes, as may be amended. If the Village has a good faith belief that a sub-consultant has knowingly violated Section 448.09(1), Florida Statutes, but the Consultant has otherwise complied, it shall notify the Consultant, and the Consultant shall immediately terminate its agreement with the sub-consultant.

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement (Consulting Services for planning and zoning review services) as of the day and year set forth above.

VILLAGE OF NORTH PALM BEACH:

By:  _____
Charles D. Huff, Village Manager

**CONSULTANT:
INSPIRE PLACEMAKING COLLECTIVE, INC.**

By:  _____
C3E9DFBF167B4D3...

Print Name: George Kramer
Title: President

EXHIBIT "A"**2023 Bill Rates**

Employee Name	Job Title	Hourly Bill Rate
Addington, Robert	Planner	\$ 95.00
An, SooBin	Intern	\$ 75.00
Anderson, Erin	Intern	\$ 75.00
Bredfeldt, Erik	Director of Economic Development	\$ 200.00
Canary, Laura	Senior Planner	\$ 165.00
Castro, Gabriela	Planner	\$ 140.00
Del Monte, Leslie	Project Manager	\$ 190.00
Dougherty, Christopher R.	Principal	\$ 200.00
Gould, Sarah Sinatra	Principal	\$ 200.00
Hill, Nickolas	Planner	\$ 140.00
Jones, Lainie	Graphic Designer	\$ 95.00
Kahnle, Mike	Principal Landscape Architect	\$ 200.00
Kramer, George	Principal	\$ 250.00
Martin, Katie	Planner	\$ 135.00
McKibben, Hunter	Senior Landscape Architect	\$ 165.00
Moise, Deandrea	Senior Planner	\$ 145.00
Peterson, Kyle	Landscape Designer	\$ 100.00
Raasch, Eric	Principal	\$ 200.00
Schaefer, Em	Senior Graphic Designer	\$ 150.00
Schulman, Rachael	Graphic Designer	\$ 95.00
Sicilia, Claudia	Urban Designer	\$ 130.00
Tyjeski, Patricia A.	Principal	\$ 200.00

Request for Proposals
General Planning Services



VILLAGE OF NORTH PALM BEACH
420 US HIGHWAY ONE
NORTH PALM BEACH, FL 33408

COMMUNITY DEVELOPMENT DEPARTMENT
561-841-3365

TABLE OF CONTENTS

<u>Subject</u>	<u>Page Number</u>
Cover	1
Table of Contents	2
Advertisement	3
Part I – Proposal Guidelines.....	4
Part II – Nature of Services Required.....	11
Part III – Proposal Requirements	14
Part IV – Evaluation of Proposals.....	17
Evaluation Criteria	19
Proposer Checklist	20
Information Statement	22
Non-Collusive Affidavit Form.....	24
Drug-Free Workplace Certification	25
Scrutinized Vendor Certification	26
Public Entity Crimes Form.....	27
Proposer References	29
Schedule of Fees	31
Proposer’s Supplemental Information	32

VILLAGE OF NORTH PALM BEACH, FL

Request for Proposals

GENERAL PLANNING SERVICES

LEGAL NOTICE

TO ALL INTERESTED PARTIES:

The Village of North Palm Beach, Florida ("Village") is actively seeking proposals from qualified consulting firms/individuals to provide general planning services. The Village anticipates awarding a continuing services contract to one (1) or more firms/individuals. Firms/individuals selected by the Village will provide general planning services to the Village on an as-need basis, based upon task orders to be issued by the Village under the continuing contract. There is no guarantee of a minimum amount of work under any continuing contract.

Request for Proposal (RFP) packages shall be received by the Village Clerk at 501 U.S. Highway, North Palm Beach, FL 33408 on or before 2:00 p.m. local time on July 31, 2023. The envelope containing the Proposal must be sealed and plainly marked "General Planning Services." A public opening will take place on the same date and time in the Village Hall Conference Room located at Village Hall at 501 US Highway One, North Palm Beach, FL 33408. Any Proposals received after 2:00 p.m. local time on said date will not be accepted under any circumstances. Any uncertainty regarding the time a Proposal is received will be resolved against the Proposer.

THE PROPOSER'S ACKNOWLEDGMENT FORM (REFER TO ATTACHMENT A - PROPOSAL RESPONSE FORMS) MUST BE EXECUTED AND SUBMITTED WITH THE PROPOSAL, AND ALL OTHER REQUIRED PROPOSAL DOCUMENTS AND FORMS SHALL BE PLACED IN A SEALED ENVELOPE. THE FACE OF THE ENVELOPE MUST CONTAIN THE ADDRESS STATED HEREIN, THE DATE AND TIME OF THE PROPOSAL OPENING, AND THE WORDS "REQUEST FOR PROPOSAL – GENERAL PLANNING SERVICES."

An Evaluation Committee shall evaluate the proposals submitted by the firms/individuals using criteria as outlined in the RFP and recommend the best qualified firm(s)/individual(s) to the Village Council. The Village Council will select the proposer it considers, in its sole discretion, to be the best qualified to serve the Village's interest for these services. The Village reserves the right, in its sole discretion, to withdraw this RFP, to reject any or all proposals and/or to waive irregularities on all proposals. All questions and requests for additional information in connection with this RFP and selection shall be directed in writing or email only to Caryn Gardner-Young, Community Development Director, 420 U.S. Highway, Suite 21, North Palm Beach, FL 33480; email cgardner-young@village-npb.org

Publication Date(s): June 30, 2023

VILLAGE OF NORTH PALM BEACH
RFP - GENERAL PLANNING SERVICES

PART I

PROPOSAL GUIDELINES

1-1 Introduction: The Village of North Palm Beach, Florida is soliciting for Proposals from qualified consulting firms/individuals to provide general planning services

1-2 Proposal Submission and Withdrawal: The Village must receive all proposals no later than by **2:00 p.m. local time on July 31, 2023.** The proposals shall be submitted at the following address:

VILLAGE OF NORTH PALM BEACH
Village Clerk
501 US Highway One
North Palm Beach, Florida 33408

To facilitate processing, please clearly mark the outside of the proposal package as follows: **REQUEST FOR PROPOSAL – GENERAL PLANNING SERVICES.** This package shall also include the Proposer's return address.

Proposers may withdraw their proposals by notifying the Village in writing at any time prior to the deadline for proposal submittal. After the deadline, the proposal will constitute an irrevocable offer to provide the requested services for a period of six (6) months. Once opened, proposals become a record of the Village and will not be returned to the Proposer.

The Village cautions Proposers to assure actual delivery of mailed or hand-delivered proposals directly to the Village Hall at 501 US Highway One, North Palm Beach, Florida prior to the deadline set for receiving proposals. Each Proposer is responsible for making certain that its Proposal is received at the location specified by the due date and time. The Village of North Palm Beach is not responsible for delays caused by any mail, package delivery or courier service, including the U.S. mail, or caused by any other occurrence or condition. The Village's normal business hours are Monday through Friday, 8:00 a.m. through 5:00 p.m., excluding holidays observed by the Village. Any proposal received after the established deadline **will not** be considered and will be returned unopened to the Proposer(s).

The Proposers shall examine this RFP carefully. The submission of a Proposal shall be prima facie evidence that the Proposer has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the Proposer from liability and obligations under the Contract.

1-3 Number of Copies: Proposers shall submit **one (1) original, five (5) paper copies and one (1) electronic copy on a flash drive** of the proposal in a sealed, opaque package marked as noted above. The Proposer will be responsible for timely delivery, whether by personal delivery, U.S. Mail, or any other delivery medium.

1-4 Development Costs: Neither the Village nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Request for Proposal or incurred by a Proposer in responding to the RFP, including costs incurred in connection with

evaluation and award proceedings. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

1-5 Inquiries: Interested Proposers may contact the Village's Community Development Director, Caryn Gardner-Young, regarding questions about the proposal by telephone at (561) 841-3369 or by e-mail at cgardner-young@village-npb.org.

The Community Development Director will receive written requests for clarification concerning the meaning or interpretations of the RFP, until eight calendar (8) days prior to the submittal date. No other employee of the Village is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to what is contained in the written RFP document.

1-6 Addenda: The Village may record its response to inquiries and any supplemental instructions in the form of written addenda. The Village may provide written addenda up to seven (7) calendar days prior to the date fixed for receiving the proposals. The Village of North Palm Beach uses its website, the Palm Beach Post and DemandStar to administer the competitive solicitation process, including but not limited to soliciting responses, issuing addenda, posting results, and issuing notification of an intended decision. There is no charge to register and download the RFP from the Village's website. Proposers shall contact the Village to ascertain whether any addenda have been issued or review the online RFP on the DemandStar system. Failure to do so could result in an unresponsive proposal.

All Proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the Community Development Director through written communication prior to the opening of the proposals.

Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the Village and uploaded to the Village's website as a separate addendum to the RFP. Under no circumstances shall an oral explanation given by any Village official, officer, staff, or agent be binding upon the Village and should be disregarded. All addenda are a part of the competitive solicitation documents and each Proposer will be bound by such addenda. It is the responsibility of each Proposer to read and comprehend all addenda issued.

1-7 Contract Awards: A Contract will be awarded by the Village Council. The Village anticipates entering into as many Contracts with as many Proposers who submit a proposal judged by the Village which serves the interests of the Village. In addition, the Village reserves the right to further negotiate any proposal, including price, with any Proposer. If an agreement cannot be reached with any Proposer within thirty (30) days from start of the negotiations, the Village reserves the right to reject the Proposal. The Village reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities or to accept any proposals which, in its sole judgment, best serves the interest of the Village. The Village also reserves the right to abandon the solicitation and/or to solicit and re-advertise for other proposals.

The Proposer understands that this RFP does not constitute an offer or a Contract with the Proposer. An offer or contract shall not be deemed to exist and is not binding until proposals are reviewed, accepted by appointed staff, approved by the appropriate level of authority within the Village and executed by all parties.

1-8 Acceptance of Responses/Minor Irregularities

The Village reserves the right to accept or reject any or all responses, part of responses, and to waive minor irregularities or variances to specifications contained in responses which do not make the response conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a Proposer an advantage or benefit not enjoyed by other Proposers, does not adversely impact the interests of other Proposers or, does not affect the fundamental fairness of the solicitation process. The Village also reserves the right to reissue a Request for Proposal.

The Village reserves the right to disqualify a Proposer during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer.

1-9 Contractual Agreement: This RFP shall be included and incorporated in the final award. The order of contractual precedence will be the Contract, the terms of the RFP, and the submitted proposal. All legal action necessary to enforce the Contract will be held in Palm Beach County and the contractual obligations will be interpreted according to the laws of the State of Florida. **Any additional contract or agreement requested for consideration by the Proposer must be attached and enclosed as part of the proposal.**

1-10 Unauthorized Work: The successful Proposer(s) shall not begin work until a Contract has been awarded by the Village Council and a notice to proceed has been issued. Proposer(s) agree and understand that the issuance of a purchase order and/or task order shall be issued and provided to the Proposer(s) following Village Council award; however, receipt of a purchase order and/or task order shall not prevent the Proposer(s) from commencing the work once the Village Council has awarded the contract and notice to proceed is issued.

1-11 Public Records: Upon award recommendation or thirty (30) days after opening, whichever occurs first, proposals become “public records” and shall be subject to public disclosure consistent with Chapter 119 Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the RFP, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. Document files may be examined, during normal working hours.

1-12 News Releases: The Proposer shall obtain the prior written approval of the Village Manager’s Office of all news releases or other publicity pertaining to this RFP, the service, or project to which it relates.

1-13 Insurance: The Proposer shall, at its sole expense, agree to maintain in full force and effect at all times during the life of the resulting Contract, insurance coverages, limits, including endorsements, as described herein. The requirements contained herein, as well as Village’s review or acceptance of insurance maintained by the awarded service provider, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Proposer under the contract.

- (a) Commercial general liability in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate covering bodily injury and property damage resulting from the activities connected with this service. The Village of North Palm Beach shall be endorsed as an Additional Insured to the Commercial General Liability. The Additional Insured endorsement shall read Village of North Palm Beach, including, all Officers, Employees, and Elected and Appointed Officials. The

Proposer shall agree the Additional Insured endorsements provide coverage on a primary basis.

- (b) Professional Liability or the equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$25,000 the Village reserves the right, but not the obligation, to review and request a copy of the Proposer's most recent annual report or audited financial statement. For policies written on a Claims-Made basis, the Proposer warrants the Retroactive Date equals or precedes the effective date of this contract (Certificate of Insurance shall specify: Retro date-Full prior acts coverage applies). In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, the Proposer shall agree to purchase a SERP with a minimum reporting period not less than three (3) years. The Proposer shall agree this coverage shall be provided on a primary basis. The Certificate of Insurance must indicate whether coverage is written on an occurrence or claims-made basis and must indicate the amount of any SIR or deductible.
- (c) Workers' Compensation and Employers Liability Insurance covering all employees engaged in the work under the Agreement, in accordance with the laws of the State of Florida. The amount of Employers Liability Insurance shall not be less than \$100,000 each accident, \$100,000 each employee for disease, and \$500,000 disease aggregate.
- (d) Automobile Liability at a limit of liability not less than \$500,000 Each Occurrence for all owned, non-owned and hired automobiles. In the event the Proposer does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the Proposer to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. The Proposer shall agree this coverage shall be provided on a primary basis.

The Proposer shall agree, by submitting a Proposal, to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Proposer shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, in which a condition to the policy specifically prohibits such an endorsement, or voids coverage should enter into such an agreement on a pre-loss basis.

The Village reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the life of the resulting Contract. The Village reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

During the life of the Contract, the successful Proposer shall provide at its own cost and expense and maintain all insurance listed above. Proof of insurance is required before the Contract is signed. It shall be the responsibility of the successful Proposer to ensure that all subcontractors comply with each of the insurance requirements.

A 30-day written notice of cancellation, non-renewal or modification of any stipulated insurance shall be mailed to the Clerk's Office, return receipt requested mail. Note: 10-day Notice of Non-Payment is acceptable if Certificate of Insurance indicates 30-day notice for cancellation, non-renewal, or modifications.

The successful Proposer's liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

The Proposer shall indemnify, hold harmless and defend at its sole cost the Village of North Palm Beach and any other person or entity that becomes a Named Insured, as outlined herein, their respective officers, agents, and employees, against and assume all liability for any and all claims, suits, actions, damages, liabilities, expenditures, or causes of action of any kind arising from the services authorized in the Contract and resulting or occurring from any alleged negligence, act, omission or error of the Proposer, its agents, or employees and/or arising from the failure of the Proposer, its agents, or employees to comply with each and every requirement of the Contract or with any Village, county, state, or federal law or regulation applicable to the service provided resulting in or relating to bodily injury, loss of life or limb, or damage to property sustained by any person, firm, corporation, or other business entity.

The foregoing indemnity agreement shall apply to all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the Named Insured, their officers, agents, and employees as determined by a court of competent jurisdiction. The successful Proposer shall obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the Village and the Named Insured under the hold harmless agreement from all claims arising out of the operations authorized by this Agreement.

Insurance coverage required by this Request for Proposals shall be in force throughout the Contract term. Should the successful Proposer fail to provide acceptable evidence of current insurance within seven (7) days of receipt of written notice at any time during the term of the Contract, the Village shall have the right to consider the Contract breached and shall have the right to immediately terminate the Contract.

1-14 Prohibition on Scrutinized Companies: As provided in F.S. 287.135(2)(a), by submitting Professional Qualifications, or entering into any contract with the Village, or performing any work in furtherance hereof, the Proposer certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. The Proposer shall complete the attached Scrutinized Companies Certification Form which is attached as an exhibit.

1-15 Public Entity Crimes: Award will not be made to any person or affiliate identified on the Department of Management Services' "Convicted Vendor List". This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017 Florida Statutes for Category Two (currently \$25,000) with any person or affiliated on the "Convicted Vendor List" for a period of thirty-six (36) months from the date that person or affiliate was placed on the "Convicted Vendor List" unless that person or affiliate has been removed from the list. By signing and submitting its Proposal, Proposer attests that it has not been placed on the "Convicted Vendor List."

1-16 Drug-Free Workplace: All proposers must sign and comply with the drug free work place form attached.

1-17 Rights and Privileges: Rights and privileges granted by the Village shall not be assigned or transferred in any manner whatsoever without written approval of the Village Council. At all times during the term of the Contract, the Proposer shall act as an independent

contractor and at no time shall the Proposer be considered an agent of the Village. The Proposer shall obtain and pay for all permits, licenses, Federal, State and Local taxes chargeable to its operation.

1-18 Cone of Silence: The Proposer is advised that the “Palm Beach County Lobbyist Registration Ordinance” prohibits a Proposer or anyone representing the Proposer from communicating with any member of the Village Council, the Village Manager and Village employees. This “Cone of Silence” is in effect from the date/time of the deadline for submission of the RFP, and terminates at the time that the Village Council approves a contract or rejects all proposals. Violations of the “Cone of Silence” shall disqualify any Proposer.

1-19 Code of Ethics: The award is subject to all applicable State of Florida, Palm Beach County and Village ethical provisions and requirements. All Proposers shall disclose with their Proposal the name of any officer, director, or agent who is also a Village employee. Further, all Proposers shall disclose the name of any Village employee who owns, directly or indirectly, an interest of 5% or more in the Proposer's firm or any of its branches.

1-20 Lobbying Prohibited: Proposers are not to contact or lobby any Village personnel related or involved with this RFP. All written inquiries are to be directed to the Community Development Director as instructed herein. Any violation of this condition may result in rejection and/or disqualification of the Proposer.

1-21 Equal Opportunity Requirements: It is the policy of the Village to prohibit discrimination on the basis of race, color, creed, religion, sex, national origin, age, physical disability, mental disability, history of physical or mental disability, marital status, familial status, veteran status, sexual orientation, the presence of a non-job related medical condition, or any form of unlawful discrimination.

1-22 Disclosure and Disclaimer: Any action taken by the Village in response to proposals submitted in response to this RFP or in making any award or failure or refusal to make any award pursuant to such proposals, or in any cancellation of award, or in any withdrawal or cancellation of this RFP, either before or after issuance of an award, shall be without any liability or obligation on the part of the Village or its advisors.

Following submission of a proposal, the Proposer agrees to promptly deliver such further details, information, and assurances, including, but not limited to, financial and disclosure data, relating to the proposal and/or the Proposer, including the Proposer's affiliates, officers, directors, shareholders, partners, and employees, as requested by the Village.

The information contained herein is provided solely for the convenience of proposers. It is the responsibility of a Proposer to assure itself that information contained herein is accurate and complete. Neither the Village, nor its advisors provide any assurances as to the accuracy of any information in this RFP. Any reliance on the contents of this RFP, or on any communications with Village representatives or advisors, shall be at each Proposer's own risk. Proposers should rely exclusively on their own investigations, interpretations, and analyses in connection with this matter. The RFP is being provided by the Village without any warranty or representation, expressed or implied, as to its content, accuracy, or completeness, and no proposer or other party shall have recourse to the Village if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the Village that any proposal conforming to these requirements will be selected for consideration, negotiation, or approval.

The Village, and its representatives shall have no obligation or liability with respect to this RFP, or the selection and award process contemplated hereunder. All costs incurred by a Proposer in preparing and responding to this RFP are the sole responsibility of the Proposer. Any recipient

of this RFP who responds hereto fully acknowledges all the provisions of this Discloser and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted in response to this RFP is at the sole risk and responsibility of the party submitting such proposal.

1-23 Proposal Contents: All material submitted becomes the property of the Village of North Palm Beach. The Village has the right to use any or all ideas presented in any response to this RFP. Selection or rejection of the proposal does not affect this right.

VILLAGE OF NORTH PALM BEACH
RFP – GENERAL PLANNING SERVICES

PART II

NATURE OF SERVICES REQUIRED

2-1 PURPOSE AND SCOPE OF WORK

The Village of North Palm Beach (the “Village”) is soliciting Proposals from qualified consulting Proposers or individuals (hereinafter, collectively referred to as “Proposer” or “Proposers”) to provide general planning services. The Village anticipates awarding a continuing services contract to one (1) or more Proposer(s). Proposers selected by the Village will provide general planning services to the Village on an as-need basis. There is no guarantee of a minimum amount of work under any continuing contract. The continuing services contract will provide for a task order or similar document to be issued for each project/assignment.

2-2 BACKGROUND

The Village of North Palm Beach is located on the east coast of Florida, 9 miles north of West Palm Beach in Palm Beach County. The Village is a residential community with a population of about 13,000 year-round residents. When winter residents arrive, the Village population is estimated to be about 15,000. The Village was incorporated in 1956. The Village operates under the Council/Manager form of government and provides the following services: general government, public safety, public services, country club, and parks and recreation.

2-3 WORK TO BE PERFORMED

The Village is requesting qualifications from Proposers with experience in the following potential services:

a. General Planning Services including but not limited to:

1. Comprehensive Plan: Evaluation of the Village’s Comprehensive Plan, assessment of changes in local conditions, evaluation of any major local issues, assessment of key objective and policies, assessment of concurrency issues, review and evaluation of the Plan’s elements, evaluation of climate change impacts, drafting of any necessary Comprehensive Plan amendments to reflect any changes in local conditions and changes in State requirements, adoption and transmittal of said amendments to the State, attendance at required staff, Planning Commission and Village Council meetings and hearings, and any other tasks necessary to accomplish these assignments.
2. Code Amendments: Consultation regarding land development regulations and the zoning code and drafting and/or review of related ordinances/ resolutions and/or development orders.
3. Planning Petitions: Consultation, review, processing, and presentation of regarding various land development issues (e.g., site plans, special exceptions, variances).

4. Interpretations: Interpretation of the Village's Zoning Code and issuance of official interpretations.

5. Planning Studies: Perform planning studies.

6. Meetings: Attend staff meetings, Planning Commission meetings, Village Council meetings, and other Village board meetings, upon request.

7. Community Communications: Meet with residents, developers, architects, property owners and the general public, as needed.

8. Architectural Services: Provide architectural peer review and application of design standards.

b. Traffic Engineering and Planning: Provide expertise to support the Village in the technical tasks of all areas of urban and transportation planning to guide public policy planning, decision making, and investments related to transportation, transit-oriented development (TOD), and other mobility needs.

c. LEED and Sustainability Consulting (Professional and Design Service in Addition to Architecture): Provide general LEED (or other certification agency as approved by the Village) consulting to include assisting in selection of appropriate LEED goals for specific projects; assist in development of LEED project components and providing acceptable product specifications for those components; review all LEED related component submissions; develop and maintain LEED tracking score cards.

d. Graphic Design: Provide all graphic design services which could be required for way-finding programs, educational graphics, building elevations or other related work.

e. Economic Development Planning and Research: Provide expertise to support the Village Council's economic development program including researching and developing long-term objectives, strategies, and approaches to urban redevelopment and revitalization; analysis of business incentives and economic impact; economic impact analysis reports using Regional Economic Models, Inc. software and other economic research tools; and assessing tax revenue and economic impacts of redevelopment/revitalization projects. Provide professional support if needed to research, compile, analyze and interpret data on economic, labor, and demographic conditions and trends.

f. Landscape Design Plan Review and Inspections Services: Provide professional landscape architecture plan review and inspection services by a registered Landscape Architect and/or Arborist on an as-needed basis. Services may include but are not limited to:

- 1) Plan check review of concept and construction landscape plans and park plans, technical studies, and technical specifications and perform in accordance with the design policies and standard plans;
- 2) Attendance at development/planning case meetings, as requested
- 3) Site Inspections;
- 4) Scheduling and Tracking Inspections;
- 5) Review Cost Estimates; and
- 6) Advise staff on new landscaping regulations and/or standards. If Proposer's personnel are assigned to Village, the assigned personnel shall be at a minimum a registered Landscape Architect or Arborist.

g. Perform other planning duties as assigned or directed by the Community Development Director or Village Manager.

These tasks are not to be construed as a complete statement of all duties to be performed. Proposers may be required to perform other job-related duties as required. Village shall have the right, in its sole and absolute discretion, to require additional services that are consistent with the scope of services and those activities typically performed by general planning Proposers and for which the Proposer(s) are experienced, qualified, and able to perform. All services shall be performed and completed in compliance with Florida law, the Florida Building Code, the Village's Charter and Code of Ordinances, and all other applicable codes, laws, rules, and regulations governing these services.

2-4 MINIMUM QUALIFICATIONS

1. Proposers must meet the following minimum qualifications in order to be considered responsive to this RFP:

- a. As of the submission deadline, the Proposer shall have a minimum of three (3) years of experience satisfactorily providing the same or similar services requested under this RFP. Prior experience working with municipalities or other public entities preferred.
- b. As of the submission deadline, the Proposer (if a corporation or limited liability company) shall be registered with the Florida Secretary of State and be in good standing.

2. Any Proposer that does not meet these minimum requirements shall not be eligible to be considered for placement on the list of qualified on-call Proposer

2-5 SUB-PROPOSERS

A Sub-Proposer is an individual or Proposer contracted by the Proposer to assist in the performance of services required under this RFP. A Sub-Proposer shall be paid through Proposer and not paid directly by the Village. Sub-Proposers are permitted by the Village in the performance of the services pursuant to the Contract. Proposer must clearly reflect in its RFP the Sub-Proposer(s) to be utilized in the performance of required services. The Village retains the right to accept or reject any Sub-Proposer. Any and all liabilities regarding the use of a Sub-Proposer shall be borne solely by the successful Proposer and insurance for each Sub-Proposer must be maintained in good standing and approved by the Village throughout the duration of the Contract. Neither the Successful Proposer nor any of its Sub-Proposers are considered employees or agents of the Village. Failure to list all Sub-Proposers and provide the required information may disqualify any proposed Sub-Proposer from performing work pursuant to this RFP.

Proposers shall include in their Proposals the requested Sub-Proposer information and include all relevant information required of the Proposer. In addition, within five (5) working days after the identification of the award to the successful Proposer(s), the Proposer shall provide a list of Proposers that the successful Proposer intends to utilize in the Contract, if applicable. The list shall include, at a minimum, the name, and location of the place of business for each Sub-Proposer, the services the Sub-Proposer will provide relative to any Contract that may result from this RFP, Sub-Proposer's hourly rates or fees, any applicable licenses, insurance, references, ownership, and other information required of the Proposer.

2-6 CONTRACTS, BILLING AND PAYMENT

1. The selected Proposer(s) will be expected to enter into a formal agreement at the time of contract award. The selected Proposer(s) will also be expected to submit a scope of services for the purpose of executing a formal contract. A Scope of services and pricing shall be included in the award contract.
2. The Village of North Palm Beach expects to sign a firm fixed price contract with the successful proposer for a five (5) year period with the expectation that an additional contract will be awarded for 2 additional one-year periods subject to the mutual consent of the Village Manager and the proposer and approval of the Village Council.
3. The total amount of compensation will be negotiated with the selected Proposer. No minimum amount of work or compensation will be assured to the retained Proposer(s).

Village of North Palm Beach

GENERAL PLANNING SERVICES

PART III

PROPOSAL REQUIREMENTS

3-1 RULES FOR PROPOSALS

Proposer shall submit one (1) original, five (5) paper copies and one (1) electronic copy on a flash drive in a clear, concise format, on 8 ½ " x 11" paper, in English. The proposal shall contain tabbed sets of the information required herein to be considered for award. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the proposal. If publications are supplied by a Proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference materials included in the additional documents.

Proposals must be properly signed in ink by the owner/principal having the authority to bind the firm to this agreement.

The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

The Village deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating responses. Responses should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFP. Please use a 12-point font; and at least 1.15-line spacing to facilitate reading of the proposal. This does not apply to resumes. The Village prefers that responses be no more than thirty (30) pages double-sided, be bound in a soft cover binder, and utilize recyclable and recycled-content materials as much as practical. Elaborate binders are neither necessary nor desired. Please place the labeled thumb drive in a paper sleeve. The proposals shall be organized and divided into the sections indicated herein and in the order that this information is requested in this RFP. These are not inclusive of all the information that may be necessary to properly evaluate the response and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the Proposer in response to specific requirements stated herein or through the RFP.

3-2 SUBMISSION OF PROPOSALS

An **original copy** (so marked) and **five (5) copies and the flash drive copy** to include the following shall be submitted for a proposing firm to be considered:

1. Title Page. Title page shall provide the RFP subject; the firm's name; the name, address and telephone number of contact person; and the name, address, principal place of business and telephone number of the legal entity with whom the contract is to be entered.
2. Table of Contents. The table of contents of the proposal should include a clear and complete identification of the materials submitted by section and page number. The table

of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages should be consecutively numbered and correspond to the Table of Contents.

3. Transmittal Letter. This letter will summarize in a brief and concise manner the Proposer understanding of the work to be performed, a statement why the firm/individual believes itself to be best qualified to provide the general planning services, and a statement that the proposal remains in effect for sixty (60) days. An authorized agent of the Proposer must sign the Letter of Transmittal indicating the agent's title or authority.
4. Detailed Technical Proposal. The detailed proposal should follow the order set forth as stated below

3-3 TECHNICAL PROPOSAL

General Requirements - The purpose of the technical proposal is to demonstrate the qualifications, competence, capacity, and methodology of the firms/individuals seeking to provide the services in conformity with the requirements of this Request for Proposal. Therefore, the substance of proposals will carry more weight than their form or manner of presentation. The technical proposal should demonstrate the combined qualifications of the firm/individual and of the particular staff members to be assigned to this engagement.

The technical proposal should address each of the points outlined in the RFP. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFP. While additional data may be presented, the following subjects must be included.

Section 1: INTRODUCTION LETTER (not to exceed three pages)

An introductory letter, introducing the Proposer including the corporate name (if applicable), address and telephone number of principal office, number of years in business and staff size. Include a reproduction of Corporate Charter Registration, if applicable. Indicate the primary person responsible for this project. Introduction shall be signed by an individual authorized to bind the firm.

Section 2: APPROACH TO THE SCOPE OF SERVICES (unlimited pages)

The proposal shall include a description of the proposed general services engagement, with any exhibits or documentation deemed essential, addressing the following:

- 1) Overall approach and methods to accomplish the general planning services;
- 2) Working knowledge of the Village of North Palm Beach;
- 3) Describe the current work load of each person who will be involved in the Proposal;
- 4) Summarize other Proposer resources available to meet the Village's needs;
- 5) Provide information regarding any proposed innovative concepts that may enhance value and quality of the proposed work; and
- 6) Any favorable cost containment approaches or additional or alternative ideas that may be successful if implemented by the Village.

Section 3: WORK EXPERIENCE

The proposal shall include past performance, including the total number of similar entities to which the Proposer has provided general planning services. The Proposer shall list a minimum of three (3) projects it has worked on in the past five (5) years, of similar scope and complexity. Emphasis should be on planning services provided for municipal clients within the State of Florida. The descriptions shall include: the client's reference and contact information; key

project staff; summary of the work performed; the contract amount; the schedule; and the project's achievements, milestones and hardships. The Proposer may submit both as a prime and/or serve as a sub-Proposer under another Proposal.

Provide a minimum of five (5) references for which the Proposer provided a similar general planning service within the past five years of the scope and nature required by this RFP similar in size to the Village of North Palm Beach. These references must include, as a minimum: name of company; contact person; address; e-mail address; and telephone number. References shall include the general description of the project, the dates, and whether time lines were met.

Letters of Commendations or Recommendation may be included in this section.

Section 4: KEY STAFF EXPERIENCE AND QUALIFICATIONS

Proposers shall submit the following information (for Proposer and any sub-Proposers) as described in the sections below:

- 1) Staffing levels at office locations;
- 2) Total staff available for this Proposal and the anticipated percent of general planning work to be performed by various levels of staff including organizational chart.
- 3) Experience and qualifications of all key Proposer and Sub-Proposer players (Provide resumes and licenses of all persons who will be involved in the engagement of the general planning services.); and
- 4) List of tasks to be subcontracted out;

Section 5: LITIGATION AND TERMINATIONS

Proposer(s) shall provide a summary of any litigation filed against their firm or key personnel in the past five (5) years. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amount involved. If none, state as such. Include whether the Proposer or any of its principals has ever been declared bankrupt or reorganized under Chapter 11 or put into receivership. List any criminal violations and/or convictions of the Proposer and/or any of its principals. Proposers shall also state if the Proposer and/or firm has had contracts for the services sought under this RFP which were terminated for default, non-performance or delay in the past five (5) years. Proposer shall describe all such terminations, including the name and address of the other contracting party for each such occurrence. If none, state as such.

Section 6: COST DETAIL

Propose a fee schedule for use of the service and schedule of fees for completion of all the General Planning Services required.

VILLAGE OF NORTH PALM BEACH

GENERAL PLANNING SERVICES

PART IV

EVALUATION OF PROPOSALS

4-1 EVALUATION AND AWARD

The Village will select proposals deemed most qualified and in the best interest of the Village based on the submittal criteria. The General Planning Selection Committee will rank those Proposers whose proposals are deemed most qualified.

The Village reserves the right to select any proposal which in the opinion and sole discretion of the Village will be in the best interest of and/or most advantageous to the Village. The Village reserves the right to waive any irregularities and technicalities and may at its discretion request re-submittal of proposals.

4-2 SELECTION COMMITTEE - A General Planning Selection Committee will convene, review, and discuss all proposals submitted.

4-3 REVIEW OF PROPOSALS - The General Planning Selection Committee will use a point/percentage formula during the review process to score proposals.

4-4 EVALUATION CRITERIA - The criteria and weights as shown below shall be utilized in the evaluation of the proposals. The General Planning Selection Committee will evaluate all responsive written proposals to determine which proposals best meet the needs of the Village, based on the evaluation criteria. It is expected that a contract will be executed between both parties for the services as may be necessary. The evaluation criteria will be based on Qualifications and Experience of the Firm and Staff, Technical Approach to the Project/Scope of Work, and Fees.

4-5 SELECTION - Proposer selection and the award of the contract shall be done in accordance with all State of Florida requirements and procedures and all Village policies and procedures.

4-6 ORAL PRESENTATIONS - Upon completion of the evaluation of all written proposals, the General Planning Selection Committee shall invite selected firms/individuals to give an oral presentation. The Evaluation Criteria may be changed for the oral presentation evaluation phase. References and site visits (if completed) shall be included in the final evaluation criteria, along with other criteria and weights as determined by the General Planning Selection Committee. Additionally, during the oral presentations, the proposers shall include (but not be limited to) their approach to the project. The proposed Project Manager should be in attendance. Finalists will be informed as to the revised criteria prior to their oral presentation.

4-7 FINAL SELECTION - The General Planning Selection Committee will submit as many proposals to the Village Council for final approval as appropriate. The Village shall be the sole

judge of its own best interests, the proposals, and the resulting negotiated agreement. The Village's decisions will be final. Upon Village Council authorization, contract negotiations will be initiated with the as many appropriate firms/individuals selected by the Village Council.

VILLAGE OF NORTH PALM BEACH

RFP – GENERAL PLANNING SERVICES

EVALUATION CRITERIA

Criteria	Points
<p>Qualifications and Experience / Ability of Professional Personnel / Financial</p> <ul style="list-style-type: none"> • Availability of qualified personnel • The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's support personnel and continuity of staff. • Ability to perform additional services and provide technical support throughout the period of engagement • Ability to meet set standards • Previous contracting experience with the Village and other governmental agencies • Evidence of a capable and well-organized engagement team and management plan • Evidence of insurance and/or bonding capacity • Demonstrated experience performing municipal general planning services 	25
<p>Quality of Services</p> <ul style="list-style-type: none"> • Conveyance of a willingness to work with Village staff to maximize resources • The ability to satisfactorily convey, via the completeness and responsiveness of their Proposal, a depth of understanding of the Scope of Work and the firm's capacity to accomplish it successfully • High quality level of services to be provided to Village 	20
<p>Technical Approach to the Project/Scope of Work</p> <ul style="list-style-type: none"> • Approach to the Project and Methodology • Understanding of Village needs • Technical Soundness of the proposal • Applicability of the services offered • Meeting the Village's operational requirements 	20
<p>Fee</p> <ul style="list-style-type: none"> • Pricing Structure • Fee Schedule work sheet • Any other Costs 	25
<p>Other</p> <ul style="list-style-type: none"> • Overall completeness, clarity, and quality of proposal • Location of firm • Volume of Work in process 	10

EXHIBIT A PROPOSER CHECKLIST

Note:

- 1) This Exhibit must be included in RFP immediately after the Letter of Transmittal.
- 2) RFP Package must be put together in the order set forth in this checklist.
- 3) Any supplemental materials must appear after those listed below and be tabbed "Additional RFP Information"

_____	Title Page
_____	Table of Contents
_____	Letter of Transmittal
_____	Copy of this Checklist (Exhibit A)
_____	Introduction Letter
_____	Approach to Scope of Services
_____	Work Experience
_____	Key Staff Experience and Qualifications
_____	Litigation and/or Terminations
_____	Cost Details

FORMS

_____	Proof of Licenses
_____	Information Statement (Exhibit B)
_____	Noncollusive Affidavit (Exhibit C)
_____	Drug Free Workplace form (Exhibit D)
_____	Scrutinized Companies Certification (Exhibit E)
_____	Public Entity Crimes Form (Exhibit F)
_____	Reference Form (Exhibit G)
_____	Fee Schedule (Exhibit H)

VILLAGE OF NORTH PALM BEACH
RFP – GENERAL PLANNING SERVICES
REQUIRED FORMS

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

Exhibit B INFORMATION STATEMENT

Please Note: All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration)

Address:

City: _____ State: _____ Zip: _____

Telephone No. _____ FAX No. _____

Email: _____

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
_____	_____	_____	_____
_____	_____	_____	_____

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. If this section does not apply to your bid, simply mark N/A

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the Village and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, hereby agrees that the Village shall have no liability for respondent's indirect, incidental, consequential, special or

exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings.

Submitted by:

Name (printed)

Signature

Title

Date

EXHIBIT C

NONCOLLUSIVE AFFIDAVIT FORM

STATE OF _____

COUNTY OF _____

_____, being first duly sworn deposes and says that:

1. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting the Proposal.
2. The Proposal is genuine and is not a collusive or sham Proposal.
3. Neither the Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, have in any way, colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm, or person to fix the price in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price in any other Proposer; or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage in the proposed Contract.
4. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Date: ____/____/____

By _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared _____, an authorized representative of _____, well known to me and known to me to be the person(s) described in and who executed the foregoing instrument and have acknowledged before me that they executed the same. WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2023.

Notary Public - State of Florida at Large
(Printed, typed or stamped commissioned name of notary public)

EXHIBIT D
DRUG-FREE WORK PLACE CERTIFICATION

The undersigned Contractor, in accordance with Section 287.087, Florida Statutes, hereby certifies that

_____ does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

Proposer's Signature

Date

EXHIBIT E
SCRUTINIZED VENDOR CERTIFICATION
PURSUANT TO SECTION 287.135, FLORIDA STATUTES

This sworn statement is submitted to the Village of North Palm Beach, Florida

by _____
(print individual's name and title)
for _____
(print name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

1. I hereby certify that the above-named entity:
- A. Does not participate in the boycott of Israel; and
 - B. Is not on the Scrutinized Companies that Boycott Israel List.

Section 287.135, Florida Statutes, prohibits the Village from contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

As the person authorized to sign on behalf of the above-named entity, I hereby certify that the statements set forth above are true and that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees and/or costs. I further understand that any contract with the Village for goods or services may be terminated at the option of the Village if the company has been found to have submitted a false certification.

(Signature)

The foregoing document was sworn and subscribed before me this _____ day of _____, 2023 by _____, who is personally known to me or produced _____ as identification.

Notary Public
My Commission Expires:

EXHIBIT F

PUBLIC ENTITY CRIMES FORM

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to Village of North Palm Beach
(Print name of the public entity)

By
(Print individual's name and title)

for
(Print name of entity submitting sworn statement)

Whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, no jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - 4-1. A predecessor or successor of a person convicted of a public entity crime:
or
 - 4-2. Any entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a

EXHIBIT G REFERENCES

PROPOSER REFERENCES	
<p>Please submit a minimum of five references in detail; give client references who have been clients (of the Proposer) for at least one year (preferably municipal governments or other governmental agencies of similar size in Florida where your company has provided same and similar services General Planning Services). The Village may contact some of the Proposer's current and former clients, both supplied by the Proposer and independently derived, to request that they validate the qualifications of the Proposer and the accuracy of the claims made by the Proposer in its Proposal, and that they assess the Proposal's ability to perform the types, level and quality of services that the Village desires. All references contacted will be asked to rate those aspects of the Proposal's performance on a scale from 0 – 5: zero (0) being poor and (5) being excellent.</p> <p style="margin-left: 40px;">Excellent: Frequently exceeds client reference's specifications/requirements</p> <p style="margin-left: 40px;">Good: Meets client reference's specification/requirements.</p> <p style="margin-left: 40px;">Poor: Frequently does not meet client reference's specifications / requirements</p>	
1. CUSTOMER NAME:	
CUSTOMER LOCATION:	
POPULATION, if Government:	
CUSTOMER CONTACT PERSON :	
CUSTOMER PHONE NUMBER:	
CUSTOMER CONTACT FAX:	
CUSTOMER CONTACT E-MAIL:	
PROJECT DESCRIPTION:	
2. CUSTOMER NAME:	
CUSTOMER LOCATION:	
POPULATION, if Government:	
CUSTOMER CONTACT PERSON :	
CUSTOMER PHONE NUMBER:	
CUSTOMER CONTACT FAX:	
CUSTOMER CONTACT E-MAIL:	
PROJECT DESCRIPTION:	
3. CUSTOMER NAME:	
CUSTOMER LOCATION:	
POPULATION, if Government:	

CUSTOMER CONTACT PERSON :	
CUSTOMER PHONE NUMBER:	
CUSTOMER CONTACT FAX:	
CUSTOMER CONTACT E-MAIL:	
PROJECT DESCRIPTION:	
4. CUSTOMER NAME:	
CUSTOMER LOCATION:	
POPULATION, if Government:	
CUSTOMER CONTACT PERSON :	
CUSTOMER PHONE NUMBER:	
CUSTOMER CONTACT FAX:	
CUSTOMER CONTACT E-MAIL:	
PROJECT DESCRIPTION:	
5. CUSTOMER NAME:	
CUSTOMER LOCATION:	
POPULATION, if Government:	
CUSTOMER CONTACT PERSON :	
CUSTOMER PHONE NUMBER:	
CUSTOMER CONTACT FAX:	
CUSTOMER CONTACT E-MAIL:	
PROJECT DESCRIPTION:	

EXHIBIT H
SCHEDULE OF FEES

POSITION	HOURLY RATE

PROPOSER SUPPLEMENTAL INFORMATION

Please add any additional supplemental information in this section.



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Valentino Perez, Public Works Director; George Barber, Chief Procurement Officer

DATE: 12/7/2023

RE: Miscellaneous: Road Bond Paving, Units 13, 14, Madden and Osmosis, Change Order 4 – Public Works Department (Timothy Rose Contracting Inc. - \$160,044).

Council approved award of bid 21-0-2022 Road Bond Paving – Unit 13, 14, Madden and Osmosis to Tim Rose Contracting on April 6, 2023, for the original contract amount of \$10,945,848.18. Change Order No 1 replaced the required superpave asphalt with non-poly/additional rap, and added millings for the Madden and Osmosis location resulting in a net negative of \$117,597.50. Change Order No 2 was for additional night work and MOT costs not included in the original scope of work adding \$29,841 to the contract amount. Change Order 3 included costs to install manhole and water valve risers needed to eliminate dips in the road after paving adding \$92,636.60 to the contract price and 57 days to the final completion date. Change Order 4 is needed for additional asphalt emulsion (2.5%) at the Madden and Osmosis location as required per the geotechnical testing results and an additional 40 days required due to delays outside the control of the contractor.

Staff is requesting approval of Change Order No. 4 in the amount of \$160,044.00, an increase of 1.5% of the current 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 will be brought before Council for approval.

REQUESTING DEPARTMENT:

Public Works

FISCAL IMPACT:

Funding is currently available in account 309-7090-541-6303/22GO16.

RECOMMENDATION:

Motion to issue Change Order No. 4 to Bid 21-0-2023.

ATTACHMENTS:

Description

Change Order No 4 to Bid 21-0-2023

Purchase Order No.: 231560

PR No.: 79008

Bid # 21-0-2023/SZ

CHANGE ORDER

PROJECT: 22GO16 - Madden & Osmosis Road Paving (with 22GO08 and 22GO09)

Invitation for Bid # 21-0-2023/SZ

CHANGE ORDER: 4 **DATED:** 11/13/2023

CONTRACTOR: TIMOTHY ROSE CONTRACTING INC

ADDRESS: 825 8th Street, Vero Beach, FL 32962

JUSTIFICATION:

Additional asphalt emulsion (2.5%) is needed to complete project.

CONTRACT PRICE AND TIME IMPACT:

ORIGINAL AWARDED CONTRACT AMOUNT:	\$10,945,848.18
CURRENT CONTRACT AMOUNT:	\$10,950,728.18
INCREASE/DECREASE IN CONTRACT AMOUNT:	\$160,044.00
NEW CONTRACT AMOUNT:	\$11,110,772.18
CURRENT CONTRACT <u>FINAL</u> COMPLETION DATE:	12/10/23
INCREASE/DECREASE IN CONTRACT TIME: (DAYS)	40
NEW CONTRACT COMPLETION DATE:	01/19/24

REQUESTING DEPARTMENT'S CONCURRENCE AND APPROVAL:

Department Head

Date

ORDERED BY THE CITY OF PALM BAY

ACCEPTED BY THE CONTRACTOR

City Manager/Chief Procurement Officer

Printed Name & Title

Date

Signature

Date

22GO16 - Madden & Osmosis Road Paving (with 22GO08 and 22GO09)

Purchase Order No.: 231560

PR No.: 79008

Bid # 21-0-2023/SZ

22GO16 - Madden & Osmosis Road Paving (with 22GO08 and 22GO09)

#	Item No.	Description	Qty	Unit	Unit Price	Value
1		Additional Asphalt emulsion (2.5%)	40011	Gal	\$4.00	\$160,044.00
2						
3						
4						
Sub Total						\$160,044.00

Total						\$160,044.00
-------	--	--	--	--	--	--------------

Approved by:


Public Works Project Manager



LEGISLATIVE MEMORANDUM

DATE: 12/7/2023

RE: Resolution 2023-42, recognizing the growing problem of antisemitism in the United States and adopting the non-binding International Holocaust Remembrance Alliance (IHRA) working definition of antisemitism. (Mayor Medina)

ATTACHMENTS:

Description

Resolution 2023-42

RESOLUTION 2023-42

A RESOLUTION OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, RECOGNIZING THE GROWING PROBLEM OF ANTISEMITISM IN THE UNITED STATES AND ADOPTING THE NON-BINDING INTERNATIONAL HOLOCAUST REMEMBRANCE ALLIANCE (IHRA) WORKING DEFINITION OF ANTISEMITISM; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, antisemitism, including harassment on the basis of actual or perceived Jewish origin, ancestry, ethnicity, identify, affiliation, or faith, remains a persistent, pervasive, and disturbing problem in American society, and

WHEREAS, according to the Federal Bureau of Investigation (FBI) data, Jewish Americans are consistently the most likely of all religious groups to be victimized by incidents of hate in the U.S., and such incidents are increasing at an alarming rate, and

WHEREAS, municipal officials and institutions have a responsibility to protect citizens from acts of hate and bigotry, including antisemitism, and must adopt the tools to do so, and

WHEREAS, valid monitoring, informed analysis and investigation, and effective policymaking all benefit from accurate and uniform definitions, and

WHEREAS, in May 2016, the International Holocaust Remembrance Alliance ("IHRA"), by consensus vote of its member states, adopted the Working Definition of Antisemitism, including eleven (11) contemporary examples, which has become the internationally recognized, authoritative definition for use by governments and international organizations, and

WHEREAS, the IHRA Working Definition of Antisemitism has proven to be an essential tool used to determine contemporary manifestations of antisemitism, and

WHEREAS, the IHRA Working Definition of Antisemitism is used by agencies of the United States Government and has been adopted or endorsed by more than 1,212 entities across the world including by 45 countries, over 478 municipalities and regional governments, over 345 educational institutions, and 310 other organizations, and

WHEREAS, in the United States, the IHRA Working Definition of Antisemitism is utilized by various government and law enforcement agencies in monitoring, training, and education, including by the U.S. Department of State and the U.S. Department of Education: and has been adopted by 34 U.S. States and more than 87 U.S. counties and cities, and

WHEREAS, the City of Palm Bay values religious diversity and interfaith tolerance, and the Jewish community is an inseparable part of our social fabric, culture, and heritage.

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

SECTION 1. The above recitals are true and correct and by this reference are hereby incorporated into and made an integral part of this resolution.

SECTION 2. The City Council of the City of Palm Bay hereby recognizes the growing problem of antisemitism in the U.S. and adopts the non-binding IHRA Working Definition of Antisemitism, including the eleven (11) contemporary examples, incorporated herein as Exhibit 'A', as an important tool to address it.

SECTION 3. This resolution shall take effect immediately upon the enactment date.

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

EXHIBIT 'A'

Contemporary examples of antisemitism in public life, the media, schools, the workplace, and in the religious sphere could, taking into account the overall context, include, but are not limited to:

- Calling for, aiding, or justifying the killing or harming of Jews in the name of a radical ideology or an extremist view of religion.
- Making mendacious, dehumanizing, demonizing, or stereotypical allegations about Jews as such or the power of Jews as collective — such as, especially but not exclusively, the myth about a world Jewish conspiracy or of Jews controlling the media, economy, government or other societal institutions.
- Accusing Jews as a people of being responsible for real or imagined wrongdoing committed by a single Jewish person or group, or even for acts committed by non-Jews.
- Denying the fact, scope, mechanisms (e.g. gas chambers) or intentionality of the genocide of the Jewish people at the hands of National Socialist Germany and its supporters and accomplices during World War II (the Holocaust).
- Accusing the Jews as a people, or Israel as a state, of inventing or exaggerating the Holocaust.
- Accusing Jewish citizens of being more loyal to Israel, or to the alleged priorities of Jews worldwide, than to the interests of their own nations.
- Denying the Jewish people their right to self-determination, e.g., by claiming that the existence of a State of Israel is a racist endeavor.
- Applying double standards by requiring of it a behavior not expected or demanded of any other democratic nation.
- Using the symbols and images associated with classic antisemitism (e.g., claims of Jews killing Jesus or blood libel) to characterize Israel or Israelis.
- Drawing comparisons of contemporary Israeli policy to that of the Nazis.
- Holding Jews collectively responsible for actions of the state of Israel.



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Nancy A. Bunt, Community & Economic Development Director

DATE: 12/7/2023

RE: Resolution 2023-43, selling and conveying Bayfront CRA-owned surplus real estate, located at 1608 Orange Blossom Trail, to buyer Palm Bay Landing LLC.

At the August 17, 2017, Regular Bayfront Community Redevelopment Agency (CRA) Board meeting, the Board provided initial approval to purchase the 0.39-acre parcel located at 1608 Orange Blossom Trail NE (Parcel ID: 28-37-24-25-6-16 and Tax ID: 2832603) with the initial possibility that the parcel would be combined with the adjacent parcel to allow for a larger open space feature or public parking for the planned stormwater pond located at 1626 Orange Blossom Trail NE (OBT). On November 22, 2017, the parcel was purchased from George D. Smith for \$48,000. On March 3, 2022, the CRA declared this property as surplus real estate. On March 17, 2022, City Council declared this property as surplus real estate.

This property is located on the corner of Orange Blossom Trail NE and Hessey Avenue NE adjacent to the FEC Railroad main line and contains approximately 0.39 acres, or 16,988 SF. The property is approximately 210 feet deep, and 80 feet of frontage along Orange Blossom Trail NE. Hessey Avenue NE is a minor arterial roadway connecting Orange Blossom Trail NE to US Highway 1; a major arterial roadway traversing all of Brevard County from Volusia County to the north to Indian River County to the south. On February 24, 2022, the City received an appraisal from W. H. Benson providing for an appraised value of \$60,000. The City's commercial broker, ONE Sotheby's International, provided a revised Broker Price Opinion (BPO) which was executed on May 16, 2022. The BPO uses the sales comparison approach, appraised value and estimates that the parcel is valued at \$60,000 (see Attachment 2). This property has been listed for sale through the City's contracted commercial estate broker, ONE Sotheby's International since March 18, 2022. On June 6, 2023, the City received a Vacant Land Contract from Palm Bay Landing LLC (Mike Timmons) in the amount of \$60,000.

At the September 7, 2023, regular Bayfront CRA Meeting 2023-05, the Board approved the City Manager to execute purchase contract for \$60,000. At the October 5, 2023, regular City Council Meeting 2023-25, the Council approved the City Manager to execute purchase contract for \$60,000.

REQUESTING DEPARTMENT:
Community & Economic Development

FISCAL IMPACT:

Upon closing, sale proceeds will be deposited into the Bayfront Redevelopment Trust Fund account 181-0000-369-1016 (Proceeds from Property Sales).

RECOMMENDATION:

Motion to approve a Resolution authorizing the sale of Bayfront CRA-owned surplus real estate located at 1608 Orange Blossom Trail (Parcel ID: 28-37-24-25-6-16 and Tax ID: 2832603) to buyer Palm Bay Landing LLC.

ATTACHMENTS:

Description

Resolution 2023-43

RESOLUTION 2023-43

A RESOLUTION OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, SELLING AND CONVEYING PROPERTY AS RECORDED IN PLAT BOOK 2, PAGE 4, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Palm Bay has contracted to sell and convey the following described property to Palm Bay Landing LLC ("Purchaser"):

Lots 16 and 17, Block 6, The Plat of Tillman, according to the plat thereof, as recorded in Plat Book 2, Page 4, of the Public Records of Brevard County, Florida; Section 24, Township 28S, Range 37E; containing 0.39 acres, more or less.

Said property being more commonly known as 1608 Orange Blossom Trail Northeast, Palm Bay, Florida 32905, and

WHEREAS, the City has no plans to develop said Property and that it is unnecessary for public purposes, and

WHEREAS, the City has determined that the sale of said Property is in the best interest of the Public, and

WHEREAS, the City has authorized its sale and authorized the City Manager to execute all necessary documents to convey the Property to the Purchaser.

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

SECTION 1. The City of Palm Bay has hereby determined that said property is unnecessary for the City's public purposes.

SECTION 2. The City of Palm Bay has hereby determined that disposal of said property, as described above, is in the best interest of the public.

SECTION 3. The City of Palm Bay hereby authorizes the conveyance of said property to Palm Bay Landing LLC by City Manager, Suzanne Sherman, pursuant to the applicable Florida Statutes.

SECTION 4. The City of Palm Bay specifically releases any automatic reservation and right of entry in accordance with Section 270.11, Florida Statutes.

SECTION 5. This Resolution shall take effect immediately upon the enactment date.

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

Reviewed by CAO: _____

cc: Brevard County Recording



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Nancy A. Bunt, Community & Economic Development Director

DATE: 12/7/2023

RE: Resolution 2023-44, selling and conveying Bayfront CRA-owned surplus real estate, located on Orange Blossom Trail (address unassigned, Tax Account 2866312), to buyer Palm Bay Landing LLC.

This parcel located on Orange Blossom Trail NE (unaddressed Parcel ID: 28-37-24-25-6-13 and Tax ID: 2866312) has been in the current ownership(s) of the Bayfront Community Redevelopment Agency (CRA) since 2011, the parcel was part of a 5.63-acre parcel located at 1626 Orange Blossom Trail NE (OBT) purchased by the CRA from John Roman Koske for \$505,980 as part of a conceptual plan in which the parcel would be used for future improvements of the Basin 3 drainage system. After construction of Koske Pond the 5.63-acre parcel was subdivided into three (3) parcels. On March 3, 2022, the CRA declared this property as surplus real estate. On March 17, 2022, City Council declared this property as surplus real estate.

This property is located directly north of 1608 Orange Blossom Trail NE and is adjacent to the FEC Railroad main line and contains approximately 0.58 acres or 25,265 SF. The property is approximately 210 feet deep, and 120 feet of frontage along Orange Blossom Trail NE.

On February 24, 2022, the City received an appraisal from W. H. Benson providing for an appraised value of \$90,000. The City's commercial broker, ONE Sotheby's International, provided a revised Broker Price Opinion (BPO) which was executed on May 16, 2022. The BPO uses the sales comparison approach and appraised value and estimates that the parcel is valued at \$90,000.

On June 6, 2023, the City received a Vacant Land Contract from Palm Bay Landing LLC (Mike Timmons) in the amount of \$90,000. At the September 7, 2023, regular Bayfront CRA Meeting 2023-05, the Board approved the City Manager to execute purchase contract for \$90,000. At the October 5, 2023, regular City Council Meeting 2023-25, the Council approved the City Manager to execute purchase contract for \$90,000.

REQUESTING DEPARTMENT:
Community & Economic Development

FISCAL IMPACT:
Upon closing, sale proceeds will be deposited into the Bayfront Redevelopment Trust Fund account 181-0000-

369-1016 (Proceeds from Property Sales).

RECOMMENDATION:

Motion to approve a Resolution authorizing the sale of Bayfront CRA-owned surplus real estate located at unassigned Orange Blossom Trail (Parcel ID: 28-37-24-25-6-13 and Tax ID: 2866312) to buyer Palm Bay Landing LLC.

ATTACHMENTS:

Description

Resolution 2023-44

RESOLUTION 2023-44

A RESOLUTION OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, SELLING AND CONVEYING PROPERTY AS RECORDED IN PLAT BOOK 2, PAGE 4, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Palm Bay has contracted to sell and convey the following described property to Palm Bay Landing LLC ("Purchaser"):

Lots 16 and 17, Block 6, The Plat of Tillman, according to the plat thereof, as recorded in Plat Book 2, Page 4, of the Public Records of Brevard County, Florida; Section 24, Township 28S, Range 37E; containing 0.58 acres, more or less.

Said property being more commonly known as Parcel ID: 28-37-24-25-6-13 or Unassigned Orange Blossom Trail Northeast, Palm Bay, Florida 32905, and

WHEREAS, the City has no plans to develop said Property and that it is unnecessary for public purposes, and

WHEREAS, the City has determined that the sale of said Property is in the best interest of the Public, and

WHEREAS, the City has authorized its sale and authorized the City Manager to execute all necessary documents to convey the Property to the Purchaser.

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

SECTION 1. The City of Palm Bay has hereby determined that said property is unnecessary for the City's public purposes.

SECTION 2. The City of Palm Bay has hereby determined that disposal of said property, as described above, is in the best interest of the public.

SECTION 3. The City of Palm Bay hereby authorizes the conveyance of said property to Palm Bay Landing LLC by City Manager, Suzanne Sherman, pursuant to the applicable Florida Statutes.

SECTION 4. The City of Palm Bay specifically releases any automatic reservation and right of entry in accordance with Section 270.11, Florida Statutes.

SECTION 5. This Resolution shall take effect immediately upon the enactment date.

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

Reviewed by CAO: _____

cc: Brevard County Recording



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Terese Jones, City Clerk

DATE: 12/7/2023

RE: Ordinance 2023-103, amending the Code of Ordinances, Chapter 52, Boards, Subchapter 'Palm Bay Infrastructure Advisory and Oversight Board', by modifying the sunset date and reinstating the board, first reading.

The enacting legislation for the Infrastructure Advisory and Oversight Board (Board) includes a sunset clause which states that the Board shall sunset on December 31, 2023, unless reinstated by the City Council. City Council may reinstate the Board for subsequent three (3) year periods.

REQUESTING DEPARTMENT:

Legislative

FISCAL IMPACT:

None.

RECOMMENDATION:

Motion to approve the ordinance reinstating the Board with a sunset date of December 31, 2026.

ATTACHMENTS:

Description

Ordinance 2023-103

ORDINANCE 2023-103

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, TITLE V, LEGISLATIVE, CHAPTER 52, BOARDS, SUBCHAPTER 'PALM BAY INFRASTRUCTURE ADVISORY AND OVERSIGHT BOARD', BY MODIFYING THE SUNSET DATE AND REINSTATING THE BOARD; PROVIDING FOR THE REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR INCLUSION IN THE CITY OF PALM BAY CODE OF ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. The City of Palm Bay Code of Ordinances, Title V, Legislative, Chapter 52, Boards, Subchapter 'Palm Bay Infrastructure Advisory and Oversight Board', Section 52.296, Sunset Review, is hereby amended and shall henceforth read as follows:

"Section 52.296 SUNSET REVIEW.

The Infrastructure Advisory and Oversight Board shall sunset on December 31, 2023 >>2026<<, unless reinstated by the City Council. The City Council may reinstate the Board for subsequent three (3) year periods."

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

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: John Pearson, Chief Building Official

DATE: 12/7/2023

RE: Ordinance 2023-104, amending the Code of Ordinances, Chapter 96, Florida Building Code, Subchapter 'Building Code', by updating references to the Florida Building Code, first reading.

Staff has submitted a request to amend the Code of Ordinances Chapter 96 Florida Building Codes. The amendment includes:

1 - Subchapter "Building Code" to update references to the State mandated 8th Edition Florida Building Codes (2023) as required by Florida Statutes and the city's administrative amendments to the 2023 Florida Building Code 2023-Building, Chapter 1, Administration as outlined in Exhibit A. and;

2 - The State mandated edition of the National Electrical Code (2020) and the section of the 2023 National Electrical Code as outlined in Exhibit B.

The attached Ordinance has been prepared for consideration.

REQUESTING DEPARTMENT:

Building Department

FISCAL IMPACT:

None.

RECOMMENDATION:

Motion to approve the amendment and Ordinance, as it is required for compliance with Florida State Law.

ATTACHMENTS:

Description

Ordinance 2023-104

Ordinance 2023-104, Exhibit A

Ordinance 2023-104, Exhibit B

ORDINANCE 2023-104

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, TITLE IX, GENERAL REGULATIONS, CHAPTER 96, FLORIDA BUILDING CODE, SUBCHAPTER 'BUILDING CODE', BY UPDATING REFERENCES TO THE FLORIDA BUILDING CODE; 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 IX, General Regulations, Chapter 96, Florida Building Code, Subchapter 'Building Code', Section 96.01, Adopted, is hereby amended and shall henceforth read as follows:

"Section 96.01 ADOPTED.

(A) >>2023<< Florida Building Code 7th >>, 8th, << Edition or as amended - Building mandated by the State of Florida, and exclusive of Chapter 1 - Administration, is hereby recognized as the Building Code for the city.

(1) The city's administrative amendments to the >>2023<< Florida Building Code - Building, Chapter 1, Administration, are hereby adopted, and by reference, incorporated herein >>and provided<< as Exhibit A 04-20-23, and made a part of this section as if fully set forth herein. >>A copy of the 2023 Florida Building Code shall be available for reference thru the City Clerk's Office.<<

(B) >>2023<< Florida Building Code 7th >>, 8th, << Edition or as amended - Residential mandated by the State of Florida is hereby recognized as the Residential Building Code for the city.

(C) >>2023<< Florida Building Code 7th >>, 8th, << Edition or as amended - Plumbing mandated by the State of Florida is hereby recognized as the Plumbing Code for the city.

(D) >>2023<< Florida Building Code 7th >>, 8th, << Edition or as amended - Mechanical mandated by the State of Florida is hereby recognized as the Mechanical Code for the city.

(E) >>2023<< Florida Building Code 7th >>, 8th, << Edition or as amended
- Fuel Gas mandated by the State of Florida is hereby recognized as the Fuel Gas Code for the city.

(F) >>2023<< Florida Building Code 7th >>, 8th, << Edition or as amended
- Existing Building mandated by the State of Florida is hereby recognized as the Existing Building Code for the city.

(G) >>2023<< Florida Building Code 7th >>, 8th, << Edition or as amended
- Accessibility mandated by the State of Florida is hereby recognized as the Accessibility Code for the city.

(H) >>2023<< Florida Building Code 7th >>, 8th, << Edition or as amended
- Energy Conservation mandated by the State of Florida is hereby recognized as the Energy Conservation Code for the city.

(I) 2017 >>2020<< or as amended National Electrical Code - Electrical mandated by the State of Florida >>, and exclusive of Article 210.52, << is hereby recognized as the Electrical Code for the City.

>>(1) Article 210.52 of the 2023 National Electrical Code is hereby adopted and, by reference, incorporated herein and provided as Exhibit B. A copy of Article 210.52 shall be available for reference thru the City Clerk's Office.<<

* * *

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 December 31, 2023.

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.



CITY OF PALM BAY ADMINISTRATIVE CODE
CHAPTER 1
FOR THE 8th Edition (2023) FLORIDA BUILDING CODE

**Approved by City Council
12/xx/2023 with an effective date of
12/31/2023.**

BOAF Model Administrative Code – 8th Edition (2023)

The Building Officials Association of Florida is proud to present this model document for use by its members as a tool to facilitate the uniform and consistent application of local amendments to the administrative provisions of the Florida Building Code. Every effort has been made to present the amendments in mandatory language format. The language that is shaded represents those text revisions approved by the BOAF Board of Directors.

Copyright Notice

ALL RIGHTS RESERVED. The BOAF Model Administrative Code contains substantial material owned and copyrighted by International Code Council. The ICC has granted a non-exclusive license to the Florida Department of Business and Professional Regulation to make the Florida Building Code available. This material is made available through the BOAF web site in order that members may have a tool for the integration of administrative provisions from the Florida Building Code and the 2021 International Building Code.

Reproduction and use of those portions of the code containing ICC copyrighted material is limited by agreement with the State of Florida. Reproduction and distribution of ICC copyrighted material by private individuals, including, without limitation, electronic, optical, mechanical or any other means whatsoever, is expressly prohibited without the express written consent of ICC.

TRADEMARKS. "ICC" and the "ICC" logo are trademarks of the International Code Council, Incorporated.

Legend:

Plain Text is from the FBC 8th Edition (2023)

Shaded Text is the amended text based on BOAF recommendations.

CHAPTER 1
SCOPE AND ADMINISTRATION

PART 1—SCOPE AND APPLICATION

SECTION 101

GENERAL

101.1 Title. These regulations shall be known as the *Florida Building Code*, hereinafter referred to as “this code.”

101.2 Scope. The provisions of this code shall apply to the construction, *alteration*, relocation, enlargement, replacement, *repair*, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures.

Exceptions:

1. Detached one-and two-family *dwelling*s and multiple single-family *dwelling*s (*townhouses*) not more than three *stories above grade plane* in height with a separate *means of egress*, and their accessory structures not more than three *stories above grade plane* in height, shall comply with *this Code or the Florida Building Code, Residential*.
2. Code requirements that address snow loads and earthquake protection shall not be utilized or enforced.

101.2.1 Appendices. Provisions in the appendices shall not apply unless specifically adopted. The City of Palm Bay adopts Florida Building Code, Residential, Appendices M and Q.

101.2.2 Residential construction standards or practices which are not covered by Florida Building Code, Residential volume shall be in accordance with the provisions of Florida Building Code, Building.

101.3 Intent. The purpose of this code is to establish the minimum requirements to provide a reasonable level of safety, public health and general welfare through structural strength, *means of egress* facilities, stability, sanitation, adequate light and ventilation, energy conservation, and safety to life and property from fire and other hazards attributed to the built environment and to provide a reasonable level of safety to fire fighters and emergency responders during emergency operations.

101.3.1 Quality control. Quality control of materials and workmanship is not within the purview of this code except as it relates to the purposes stated herein.

101.3.2 Warranty and Liability. The permitting, plan review or inspection of any building, system or plan by this jurisdiction, under the requirements of this code, shall not be construed in any court as a warranty of the physical condition of such building, system or plan or their adequacy. This jurisdiction shall not be liable in tort for damages or hazardous or illegal condition or inadequacy in such building, system or plan, nor for any failure of any component of such, which may occur subsequent to such inspection or permitting.

101.4 Referenced codes. The other codes listed in Sections 101.4.1 through 101.4.9 and referenced elsewhere in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference.

101.4.1 Gas. The provisions of the *Florida Building Code, Fuel Gas* shall apply to the installation of gas piping from the point of delivery, gas appliances and related accessories as covered in this code. These requirements apply to gas piping systems extending from the point of delivery to the inlet connections of appliances and the installation and operation of residential and commercial gas appliances and related accessories.

101.4.2 Mechanical. The provisions of the *Florida Building Code, Mechanical* shall apply to the installation, *alterations*, *repairs* and replacement of mechanical systems, including equipment, appliances, fixtures, fittings and/or appurtenances, including ventilating, heating, cooling, air-conditioning and refrigeration systems, incinerators and other energy related systems.

101.4.3 Plumbing. The provisions of the *Florida Building Code, Plumbing* shall apply to the installation, *alteration*, *repair* and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system.

101.4.4 Property maintenance. The provisions of the *City of Palm Bay Code of Ordinances* shall apply to existing structures and premises; equipment and facilities; light, ventilation, space heating, sanitation, life and fire safety hazards; responsibilities of owners, operators and occupants; and occupancy of existing premises and structures.

101.4.5 Fire prevention. For provisions related to fire prevention, refer to the *Florida Fire Prevention Code*. The *Florida Fire Prevention Code* shall apply to matters affecting or relating to structures, processes and premises from the hazard of fire and explosion arising from the storage, handling or use of structures, materials or devices; from conditions hazardous to life, property or public welfare in the occupancy of structures or premises; and from the construction, extension, *repair, alteration* or removal of fire suppression, *automatic sprinkler systems* and alarm systems or fire hazards in the structure or on the premises from occupancy or operation.

101.4.6 Energy. The provisions of the *Florida Building Code, Energy Conservation* shall apply to all matters governing the design and construction of buildings for energy efficiency.

101.4.7 Existing buildings. The provisions of the *Florida Building Code, Existing Building* shall apply to matters governing the *repair, alteration*, change of occupancy, *addition* to and relocation of existing buildings.

101.4.8 Accessibility. For provisions related to accessibility, refer to the *Florida Building Code, Accessibility*.

101.4.9 Manufactured buildings. For additional administrative and special code requirements, see Section 458, *Florida Building Code, Building*, and Rule 61-41 F.A.C.

SECTION 102 APPLICABILITY

102.1 General. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable. Where, in any specific case, different sections of this code specify different materials, methods of construction or other requirements, the most restrictive shall govern.

102.1.1 *The Florida Building Code* does not apply to, and no code enforcement action shall be brought with respect to, zoning requirements, land use requirements and owner specifications or programmatic requirements which do not pertain to and govern the design, construction, erection, alteration, modification, repair or demolition of public or private buildings, structures or facilities or to programmatic requirements that do not pertain to enforcement of the *Florida Building Code*. Additionally, a local code enforcement agency may not administer or enforce the *Florida Building Code, Building* to prevent the siting of any publicly owned facility, including, but not limited to, correctional facilities, juvenile justice facilities, or state universities, community colleges, or public education facilities, as provided by law.

102.2 Building. The provisions of the *Florida Building Code* shall apply to the construction, erection, alteration, modification, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every public and private building, structure or facility or floating residential structure, or any appurtenances connected or attached to such buildings, structures or facilities. Additions, alterations, repairs and changes of use or occupancy group in all buildings and structures shall comply with the provisions provided in the *Florida Building Code, Existing Building*. The following buildings, structures and facilities are exempt from the *Florida Building Code* as provided by law, and any further exemptions shall be as determined by the legislature and provided by law:

- (a) Building and structures specifically regulated and preempted by the federal government.
- (b) Railroads and ancillary facilities associated with the railroad.
- (c) Nonresidential farm buildings on farms.
- (d) Temporary buildings or sheds used exclusively for construction purposes.
- (e) Mobile or modular structures used as temporary offices, except that the provisions of Part II (Sections 553.501-553.513, *Florida Statutes*) relating to accessibility by persons with disabilities shall apply to such mobile or modular structures. *Permits* shall be required for structural support and tie-down, electric supply and all other such utility connections to such mobile or modular structures as required by this jurisdiction.
- (f) Those structures or facilities of electric utilities, as defined in Section 366.02, *Florida Statutes*, which are directly involved in the generation, transmission, or distribution of electricity.

- (g) Temporary sets, assemblies, or structures used in commercial motion picture or television production, or any sound-recording equipment used in such production, on or off the premises.
- (h) Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term “chickee” means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other nonwood features.
- (i) Family mausoleums not exceeding 250 square feet (23 m²) in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.
- (j) Temporary housing provided by the Department of Corrections to any prisoner in the state correctional system.
- (k) A building or structure having less than 1,000 square feet (93 m²) which is constructed and owned by a natural person for hunting and which is repaired or reconstructed to the same dimension and condition as existed on January 1, 2011, if the building or structure:
 - 1. Is not rented or leased or used as a principal residence;
 - 2. Is not located within the 100-year flood plain according to the Federal Emergency Management Agency’s current Flood Insurance Rate Map; and
 - 3. Is not connected to an off-site electric power or water supply.
- (l) A drone port as defined in s. 330.41(2).

102.2.1 In addition to the requirements of Sections 553.79 and 553.80, *Florida Statutes*, facilities subject to the provisions of Chapter 395, *Florida Statutes*, and Part II of Chapter 400, *Florida Statutes*, shall have facility plans reviewed and construction surveyed by the state agency authorized to do so under the requirements of Chapter 395, *Florida Statutes*, and Part II of Chapter 400, *Florida Statutes*, and the certification requirements of the federal government.

102.2.2 Residential buildings or structures moved into or within a county or municipality shall not be required to be brought into compliance with the state minimum building code in force at the time the building or structure is moved, provided:

- 1. The building or structure is structurally sound and in occupiable condition for its intended use;
- 2. The occupancy use classification for the building or structure is not changed as a result of the move;
- 3. The building is not substantially remodeled;
- 4. Current fire code requirements for ingress and egress are met;
- 5. Electrical, gas and plumbing systems meet the codes in force at the time of construction and are operational and safe for reconnection; and
- 6. Foundation plans are sealed by a professional engineer or architect licensed to practice in this state, if required by the *Florida Building Code, Building* for all residential buildings or structures of the same occupancy class.

See *Florida Building Code, Existing Building Chapter 13* for additional requirements for Relocated or Moved Buildings

102.2.3 The *building official* shall apply the same standard to a moved residential building or structure as that applied to the remodeling of any comparable residential building or structure to determine whether the moved structure is substantially remodeled. The cost of the foundation on which the moved building or structure is placed shall not be included in the cost of remodeling for purposes of determining whether a moved building or structure has been substantially remodeled.

102.2.4 This section does not apply to the jurisdiction and authority of the Department of Agriculture and Consumer Services to inspect amusement rides or the Department of Financial Services to inspect state-owned buildings and boilers.

102.2.5 Each enforcement district or local enforcement agency shall be governed by a board, the composition of which shall be determined by the affected localities.

- 1. At its own option, each enforcement district or local enforcement agency may adopt rules granting to the owner of a single-family residence one or more exemptions from the *Florida Building Code* relating to:

- a. Addition, alteration, or repairs performed by the property owner upon his or her own property, provided any addition, alteration or repair shall not exceed 1,000 square feet (93 m²) or the square footage of the primary structure, whichever is less.
 - b. Addition, alteration, or repairs by a nonowner within a specific cost limitation set by rule, provided the total cost shall not exceed \$5,000 within any 12-month period.
 - c. Building plans review and inspection fees.
2. However, the exemptions under subparagraph 1 do not apply to single-family residences that are located in mapped *flood hazard areas*, as defined in the code, unless the enforcement district or local enforcement agency has determined that the work, which is otherwise exempt, does not constitute a substantial improvement, including the repair of substantial damage, of such single-family residences.
3. Each code exemption, as defined in sub-subparagraphs 1a, 1b, and 1c shall be certified to the local board 10 days prior to implementation and shall only be effective in the territorial jurisdiction of the enforcement district or local enforcement agency implementing it.

102.2.6 This section does not apply to swings and other playground equipment accessory to a one- or two-family dwelling.

Exception: Electrical service to such playground equipment shall be in accordance with Chapter 27 of this code.

102.3 Application of references. References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of this code.

102.4 Referenced codes and standards. The codes and standards referenced in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 102.4.1 and 102.4.2.

102.4.1 Conflicts. Where conflicts occur between provisions of this code and referenced codes and standards, the provisions of this code shall apply.

102.4.2 Provisions in referenced codes and standards. Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code or the Florida Codes listed in Section 101.4, the provisions of this code or the Florida Codes listed in Section 101.4, as applicable, shall take precedence over the provisions in the referenced code or standard.

102.5 Partial invalidity. In the event that any part or provision of this code is held to be illegal or void, this shall not have the effect of making void or illegal any of the other parts or provisions.

102.6 Existing structures. The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue without change, except as otherwise specifically provided in this code, the *Florida Building Code, Existing Building*, *City of Palm Bay Code of Ordinances*, or the *Florida Fire Prevention Code*.

102.6.1 Buildings not previously occupied. A building or portion of a building that has not been previously occupied or used for its intended purpose in accordance with the laws in existence at the time of its completion shall comply with the provisions of the *Florida Building Code, Building* or *Florida Building Code, Residential*, as applicable, for new construction or with any current *permit* for such occupancy.

102.6.2 Buildings previously occupied. The legal occupancy of any building existing on the date of adoption of this code shall be permitted to continue without change, except as otherwise specifically provided in this code, the *Florida Fire Prevention Code*, *the City of Palm Bay Code of Ordinances*, or as is deemed necessary by the *building official* for the general safety and welfare of the occupants and the public.

102.7 Relocation of manufactured buildings.

- (1) Relocation of an existing manufactured building does not constitute an alteration.

- (2) A relocated building shall comply with wind speed requirements of the new location, using the appropriate wind speed map. If the existing building was manufactured in compliance with the Standard Building Code (prior to March 1, 2002), the wind speed map of the Standard Building Code shall be applicable. If the existing building was manufactured in compliance with the *Florida Building Code* (on or after March 1, 2002), the wind speed map of the *Florida Building Code* shall be applicable.
- (3) A relocated building shall comply with the *flood hazard area* requirements of the new location, if applicable.

102.8 Existing mechanical equipment. An agency or local government may not require that existing mechanical equipment located on or above the surface of a roof be installed in compliance with the requirements of the *Florida Building Code* except during reroofing when the equipment is being replaced or moved and is not in compliance with the provisions of the *Florida Building Code* relating to roof-mounted mechanical units.

PART 2—ADMINISTRATION AND ENFORCEMENT

SECTION 103

DEPARTMENT OF BUILDING SAFETY

103.1 Creation of enforcement agency. The Department of Building Safety is hereby created and the official in charge thereof shall be known as the *building official*.

103.2 Appointment. The *building official* shall be appointed by the chief appointing authority of the jurisdiction.

103.3 Deputies. In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the *building official* shall have the authority to appoint a deputy *building official*, the related technical officers, inspectors, plan examiners and other employees. Such employees shall have powers as delegated by the *building official*.

For the maintenance of existing properties, see the City of Palm Bay Code of Ordinances.

SECTION 104

DUTIES AND POWERS OF BUILDING OFFICIAL

104.1 General. The *building official* is hereby authorized and directed to enforce the provisions of this code. The *building official* shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code.

104.2 Applications and permits. The *building official* shall receive applications, review *construction documents* and issue *permits* for the erection, and *alteration*, demolition and moving of buildings and structures, inspect the premises for which such *permits* have been issued and enforce compliance with the provisions of this code.

104.2.1 Determination of substantially improved or substantially damaged existing buildings and structures in flood hazard areas. For applications for reconstruction, rehabilitation, *repair*, *alteration*, *addition* or other improvement of existing buildings or structures located in *flood hazard areas*, the *building official* shall determine if the proposed work constitutes substantial improvement or *repair* of *substantial damage*. Where the *building official* determines that the proposed work constitutes *substantial improvement* or *repair* of *substantial damage*, and where required by this code, the *building official* shall require the building to meet the requirements of Section 1612 or R322 of the Florida Building Code, Residential, as applicable.

104.3 Notices and orders. The *building official* shall issue all necessary notices or orders to ensure compliance with this code.

104.4 Inspections. The *building official* shall make all of the required inspections, or the *building official* shall have the authority to accept reports of inspection by *approved agencies* or individuals. Reports of such inspections shall be in writing and be certified by a responsible officer of such *approved agency* or by the responsible individual. The *building official* is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise, subject to the approval of the appointing authority.

104.5 Identification. The *building official* shall carry proper identification when inspecting structures or premises

in the performance of duties under this code.

104.6 Right of entry. Where it is necessary to make an inspection to enforce the provisions of this code, or where the *building official* has reasonable cause to believe that there exists in a structure or upon a premises a condition which is contrary to or in violation of this code which makes the structure or premises unsafe, dangerous or hazardous, the *building official* is authorized to enter the structure or premises at reasonable times to inspect or to perform the duties imposed by this code, provided that if such structure or premises be occupied that credentials be presented to the occupant and entry requested. If such structure or premises is unoccupied, the *building official* shall first make a reasonable effort to locate the owner or other person having charge or control of the structure or premises and request entry. If entry is refused, the *building official* shall have recourse to the remedies provided by law to secure entry.

104.7 Department records. The *building official* shall keep official records of applications received, *permits* and certificates issued, fees collected, reports of inspections, and notices and orders issued. Such records shall be retained in the official records for the period required for retention of public records per FS 119.

104.8 Liability. The *building official*, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be civilly or criminally rendered liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties. Any suit instituted against an officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by legal representative of the jurisdiction until the final termination of the proceedings. The *building official* or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.

104.8.1 Legal defense. Any suit or criminal complaint instituted against an officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by legal representatives of the jurisdiction until the final termination of the proceedings. The *building official* or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.

104.9 Approved materials and equipment. Materials, equipment and devices *approved* by the *building official* shall be constructed and installed in accordance with such approval.

104.9.1 Used materials and equipment. The use of used materials that meet the requirements of this code for new materials is permitted. Used equipment and devices shall not be reused unless *approved* by the *building official*.

104.10 Modifications. Wherever there are practical difficulties involved in carrying out the provisions of this code, the *building official* shall have the authority to grant modifications for individual cases, upon application of the owner or owner's representative, provided the *building official* shall first find that special individual reason makes the strict letter of this code impractical and the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, accessibility, life and fire safety, or structural requirements. The details of action granting modifications shall be recorded and entered in the files of the department of building safety.

104.10.1 Flood hazard areas. The *building official* shall coordinate with the floodplain administrator to review requests submitted to the *building official* that seek approval to modify the strict application of the flood resistant construction requirements of the *Florida Building Code* to determine whether such requests require the granting of a variance pursuant to Section 117.

104.11 Alternative materials, design and methods of construction and equipment. The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative has been approved. An alternative material, design or method of construction shall be approved where the building official finds that the proposed alternative meets all of the following:

1. The alternative material, design or method of construction is satisfactory and complies with the intent of the provisions of this code,
2. The material, method or work offered is, for the purpose intended, not less than the equivalent of that prescribed in this code as it pertains to the following:

- 2.1. Quality.
- 2.2. Strength.
- 2.3. Effectiveness.
- 2.4. Fire resistance.
- 2.5. Durability.
- 2.6. Safety.

Where the alternative material, design or method of construction is not approved, the building official shall respond in writing, stating the reasons why the alternative was not approved.

104.11.1 Research reports. Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall consist of valid research reports from *approved* sources.

104.11.2 Tests. Whenever there is insufficient evidence of compliance with the provisions of this code, or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the *building official* shall have the authority to require tests as evidence of compliance to be made at no expense to the jurisdiction. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the *building official* shall approve the testing procedures. Tests shall be performed by an *approved agency*. Reports of such tests shall be retained by the *building official* for the period required for retention of public records.

104.12 Requirements not covered by code. Any requirements necessary for strength, stability or proper operation of an existing or proposed building, structure, electrical, gas, mechanical or plumbing system, or for the public safety, health and general welfare, not specifically covered by this or other technical codes, shall be determined by the *building official*.

SECTION 105 PERMITS

105.1 Required. Any *owner* or owner's authorized agent who intends to construct, enlarge, alter, *repair*, move, demolish or change the occupancy of a building or structure, or to erect, install, enlarge, alter, *repair*, remove, convert or replace any impact-resistant coverings, electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be performed, shall first make application to the *building official* and obtain the required *permit*.

105.1.1 Annual facility permit. In lieu of an individual *permit* for each *alteration* to an existing electrical, gas, mechanical, plumbing or interior nonstructural office system(s), the *building official* is authorized to issue an annual *permit* for any occupancy to facilitate routine or emergency service, repair, refurbishing, minor renovations of service systems or manufacturing equipment installations/relocations. The *building official* shall be notified of major changes and shall retain the right to make inspections at the facility site as deemed necessary. An annual facility *permit* shall be assessed with an annual fee and shall be valid for one year from date of issuance. A separate *permit* shall be obtained for each facility and for each construction trade, as applicable. The *permit* application shall contain a general description of the parameters of work intended to be performed during the year.

105.1.2 Annual Facility permit records. The person to whom an annual *permit* is issued shall keep a detailed record of *alterations* made under such annual *permit*. The *building official* shall have access to such records at all times or such records shall be filed with the *building official* as designated.

105.1.3 Food permit. In accordance with Section 500.12, *Florida Statutes*, a food *permit* from the Department of Agriculture and Consumer Services is required of any person who operates a food establishment or retail store.

105.1.4 Public swimming pool. The local enforcing agency may not issue a building permit to construct, develop, or modify a public swimming pool without proof of application, whether complete or incomplete, for an operating *permit* pursuant to Section 514.031, *Florida Statutes*. A certificate of completion or occupancy may not be issued until such operating *permit* is issued. The local enforcing agency shall conduct their review of the building *permit* application upon filing and in accordance with Chapter 553, *Florida Statutes*. The local enforcing agency may confer with the Department of Health, if necessary, but may not delay the building *permit* application review while awaiting comment from the Department of Health.

105.2 Work exempt from permit. Exemptions from *permit* requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction, to include work in any special *flood hazard area*. Exemptions granted under this section do not relieve the owner or contractor from their duty to comply with applicable provisions of the Florida Building Code, and requirements of the *local floodplain management ordinance*. *Permits* shall not be required for the following:

Building:

1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 120 square feet (11 m²).
2. Fences not over 6 feet (1829 mm) high.
3. Oil derricks.
4. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or IIIA liquids.
5. Water tanks supported directly on grade if the capacity does not exceed 5,000 gallons (18 925 L) and the ratio of height to diameter or width does not exceed 2:1.
6. Sidewalks and driveways not more than 30 inches (762 mm) above adjacent grade, and not over any basement or *story* below and are not part of an *accessible route*.
7. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
8. Temporary motion picture, television and theater stage sets and scenery.
9. Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than 24 inches (610 mm) deep, do not exceed 5,000 gallons (18 925 L) and are installed entirely above ground.
10. Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.
11. Swings and other playground equipment accessory to detached one- and two-family *dwelling* except for the electrical service.
12. Window *awnings* supported by an *exterior wall* that do not project more than 54 inches (1372 mm) from the *exterior wall* and do not require additional support, of Groups R-3 and U occupancies.
13. Non-fixed and movable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches (1753 mm) in height.

Electrical:

Repairs and maintenance: Minor repair work, including the replacement of lamps or the connection of *approved* portable electrical equipment to *approved* permanently installed receptacles.

Radio and television transmitting stations: The provisions of this code shall not apply to electrical equipment used for radio and television transmissions, but do apply to equipment and wiring for a power supply and the installations of towers and antennas.

Temporary testing systems: A *permit* shall not be required for the installation of any temporary system required for the testing or servicing of electrical equipment or apparatus.

Gas:

1. Portable heating appliance.
2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

Mechanical:

1. Portable heating appliance.
2. Portable ventilation equipment.
3. Portable cooling unit.
4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.
5. Replacement of any part that does not alter its approval or make it unsafe.
6. Portable evaporative cooler.
7. Self-contained refrigeration system containing 10 pounds (4.54 kg) or less of refrigerant and actuated by motors of 1 horsepower (0.75 kW) or less.
8. The installation, replacement, removal or metering of any load management control device.

Plumbing:

1. The stopping of leaks in drains, water, soil, waste or vent pipe, provided, however, that if any concealed trap, drain pipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a *permit* shall be obtained and inspection made as provided in this code.
2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.

105.2.1 Emergency repairs. Where equipment replacements and repairs must be performed in an emergency situation, the *permit* application shall be submitted within the next working business day to the *building official*.

105.2.2 Minor repairs. Ordinary minor repairs may be made with the approval of the *building official* without a *permit*, provided the repairs do not include the cutting away of any wall, partition or portion thereof, the removal or cutting of any structural beam or load-bearing support, or the removal or change of any required *means of egress*, or rearrangement of parts of a structure affecting the egress requirements; nor shall ordinary repairs include *addition* to, *alteration* of, replacement or relocation of any standpipe, water supply, sewer, drainage, drain leader, gas, soil, waste, vent or similar piping, electric wiring systems or mechanical equipment or other work affecting public health or general safety, and such repairs shall not violate any of the provisions of the technical codes.

105.2.3 Public service agencies. A *permit* shall not be required for the installation, *alteration* or repair of generation, transmission, distribution or metering or other related equipment that is under the ownership and control of public service agencies by established right.

105.3 Application for *permit*. To obtain a *permit*, the applicant shall first file an application therefor in writing on a form furnished by the building department for that purpose.

Permit application forms shall be in the format prescribed by a local administrative board, if applicable, and must comply with the requirements of Sections 713.135(5) and (6), *Florida Statutes*.

Each application shall be inscribed with the date of application, and the code in effect as of that date. For a building *permit* for which an application is submitted prior to the effective date of the *Florida Building Code*, the state minimum building code in effect in the permitting jurisdiction on the date of the application governs the permitted work for the life of the *permit* and any extension granted to the *permit*.

Effective October 1, 2017, a local enforcement agency shall post each type of building *permit* application on its website. Completed applications must be able to be submitted electronically to the appropriate building department. Accepted methods of electronic submission include, but are not limited to, e-mail submission of applications in portable document format or submission of applications through an electronic fill-in form available on the building department's website or through a third-party submission management software. Payments, attachments, or drawings required as part of the application may be submitted in person in a nonelectronic format, at the discretion of the *building official*.

105.3.1 Action on application. The *building official* shall examine or cause to be examined applications for *permits* and amendments thereto within a reasonable time after filing. If the application or the *construction documents* do not conform to the requirements of pertinent laws, the *building official* shall reject such application in writing, stating the reasons therefor. If the *building official* is satisfied that the proposed work conforms to the requirements of this code and laws and ordinances applicable thereto, the *building official* shall issue a *permit* therefor as soon as practicable. When authorized through contractual agreement with a school board, in acting on applications for *permits*, the *building official* shall give first priority to any applications for the construction of, or addition or renovation to, any school or educational facility.

105.3.1.1 If a state university, Florida college or public school district elects to use a local government's code enforcement offices, fees charged by counties and municipalities for enforcement of the *Florida Building Code* on buildings, structures, and facilities of state universities, state colleges, and public school districts shall not be more than the actual labor and administrative costs incurred for plans review and inspections to ensure compliance with the code.

105.3.1.2 No *permit* may be issued for any building construction, erection, alteration, modification, repair, or addition unless the applicant for such *permit* provides to the enforcing agency which issues the *permit* any of the following documents which apply to the construction for which the *permit* is to be issued and which shall be prepared by or under the direction of an engineer registered under Chapter 471, *Florida Statutes*:

1. Plumbing documents for any new building or addition which requires a plumbing system with more than 250 fixture units or which costs more than \$125,000.
2. Fire sprinkler documents for any new building or addition which includes a fire sprinkler system which contains 50 or more sprinkler heads. Personnel as authorized by chapter 633 *Florida Statutes*, may design a new fire protection system of 49 or fewer sprinklers; may design the alteration of an existing fire sprinkler system if the alteration consists of the relocation, addition or deletion of 249 or fewer sprinklers and the addition of up to 49 sprinklers, as long as the cumulative total number of fire sprinklers being added, relocated, or deleted does not exceed 249, notwithstanding the size of the existing fire sprinkler system; or may design the alteration of an existing fire sprinkler system if the alteration consists of the relocation or deletion of 249 or fewer sprinklers, notwithstanding the size of the existing fire sprinkler system, if there is no change of occupancy of the affected areas, as defined in this Code and the Florida Fire Prevention Code, and there is no change in the water demand as defined in NFPA 13, "Standard for the Installation of Sprinkler Systems," and if the occupancy hazard classification as defined in NFPA 13 is reduced or remains the same as a result of the alteration.
3. Heating, ventilation, and air-conditioning documents for any new building or addition which requires more than a 15-ton-per-system capacity which is designed to accommodate 100 or more persons or for which the system costs more than \$125,000. This paragraph does not include any document for the replacement or repair of an existing system in which the work does not require altering a structural part of the building or for work on a residential one-, two-, three-, or four-family structure.

An air-conditioning system may be designed by an installing air-conditioning contractor certified under Chapter 489, *Florida Statutes*, to serve any building or addition which is designed to accommodate fewer than 100 persons and requires an air-conditioning system with a value of \$125,000 or less; and when a 15-ton-per system or less is designed for a singular space of a building and each 15-ton system or less has an independent duct system. Systems not complying with the above require design documents that are to be sealed by a professional engineer.

Example 1: When a space has two 10-ton systems with each having an independent duct system, the contractor may design these two systems since each unit (system) is less than 15 tons.

Example 2: Consider a small single-story office building which consists of six individual offices where each office has a single three-ton package air conditioning heat pump. The six heat pumps are connected to a single water cooling tower. The cost of the entire heating, ventilation and air-conditioning work is \$47,000 and the office building accommodates fewer than 100 persons. Because the six mechanical units are connected to a common water tower, this is considered to be an 18-ton system.

Note: It was further clarified by the Commission that the limiting criteria of 100 persons and \$125,000 apply to the building occupancy load and the cost for the total air-conditioning system of the building.

4. Any specialized mechanical, electrical, or plumbing document for any new building or addition which includes a medical gas, oxygen, steam, vacuum, toxic air filtration, halon, or fire detection and alarm system which costs more than \$5,000.

Exception:

Simplified permitting processes.

(1) As used in this section, the term:

(a) "Component" means valves, fire sprinklers, escutcheons, hangers, compressors, or any other item deemed acceptable by the local enforcing agency. For purposes of this paragraph, a valve does not include pressure-regulating, pressure-reducing, or pressure-control valves.

(b) "Contractor" means a person who:

1. Is qualified to engage in the business of electrical or alarm system contracting pursuant to a certificate or registration issued by the department under part II of chapter 489, Florida Statutes; or
2. Is qualified to engage in the business of fire protection system contracting pursuant to a license or certificate issued by the State Fire Marshal.

(c) "Fire alarm system project" means a fire alarm system alteration of a total of 20 or fewer initiating devices and notification devices, or the installation or replacement of a fire communicator connected to an existing fire alarm control panel in an existing commercial, residential, apartment, cooperative, or condominium building.

(d) "Fire sprinkler system project" means a fire protection system alteration of a total of 20 or fewer fire sprinklers in which the sprinklers are of the same K-factor and located in spaces where there is no change of hazard classification or increased system coverage area, or the installation or replacement of an equivalent fire sprinkler system component in an existing commercial, residential, apartment, cooperative, or condominium building. For purposes of this paragraph, a component is equivalent if the component has the same or better characteristics, including electrical, hydraulic, pressure losses, and required listings and spacing as the component being replaced.

(2)(a) A local enforcement agency may require a contractor, as a condition of obtaining a *permit* for a fire alarm system project or fire sprinkler system project, to submit a completed application and payment.

(b) A local enforcement agency may not require a contractor to submit plans or specifications as a condition of obtaining a *permit* for a fire alarm system project or fire sprinkler system project.

(3) A local enforcement agency must issue a *permit* for a fire alarm system project or fire sprinkler system project in person or electronically.

(4) A local enforcement agency must require at least one inspection of a fire alarm system project or fire sprinkler system project to ensure compliance with applicable codes and standards. If a fire alarm system project or fire sprinkler system project fails an inspection, the contractor must take corrective action as necessary to pass inspection.

(5) (a) For a fire sprinkler alarm system project, a contractor must keep a copy of the plans and specifications at the fire alarm system project worksite and make such plans and specifications available to the inspector at each inspection.

(b) For a fire sprinkler system project to alter an existing fire protection system, a contractor must keep a copy of the plans and specifications at the fire sprinkler system project worksite and make such plans and specifications available to the inspector at each inspection.

(c) For a fire sprinkler system project to install or replace a component, a contractor must keep a copy of the manufacturer's installation instructions and any pertinent testing instructions needed to certify or accept the component at the fire sprinkler system project worksite and make such documents available to the inspector at each inspection.

5. Electrical documents. See *Florida Statutes* 471.003(2)(h). Any electrical or plumbing or air-conditioning and refrigeration system meeting the following thresholds are required to be designed by a Florida Registered Engineer. The system, requires an electrical system with a value of over \$125,000; and Requires an aggregate service capacity of over 600 amperes (240 volts) on a residential electrical system or over 800 amperes (240

volts) on a commercial or industrial electrical system;

Note: It was further clarified by the Commission that the limiting factor of 240 volt or over is required to be designed by an Engineer. Documents requiring an engineer seal by this part shall not be valid unless a professional engineer who possesses a valid certificate of registration has signed, dated, and stamped such document as provided in Section 471.025, *Florida Statutes*.

6. All public swimming pools and public bathing places defined by and regulated under Chapter 514, *Florida Statutes*.

105.3.1.3 Reviewing application for building permit.

1. When reviewing an application for a building *permit*, a local government may not request additional information from the applicant more than three times, unless the applicant waives such limitation in writing.
2. If a local government requests additional information from an applicant and the applicant submits the requested additional information to the local government within 30 days after receiving the request, the local government must, within 15 days after receiving such information:
 - a. Determine if the application is properly completed;
 - b. Approve the application;
 - c. Approve the application with conditions;
 - d. Deny the application; or
 - e. Advise the applicant of information, if any, that is needed to deem the application properly completed or to determine the sufficiency of the application.
3. If a local government makes a second request for additional information from the applicant and the applicant submits the requested additional information to the local government within 30 days after receiving the request, the local government must, within 10 days after receiving such information:
 - a. Determine if the application is properly completed;
 - b. Approve the application;
 - c. Approve the application with conditions;
 - d. Deny the application; or
 - e. Advise the applicant of information, if any, that is needed to deem the application properly completed or to determine the sufficiency of the application.
4. Before a third request for additional information may be made, the applicant must be offered an opportunity to meet with the local government to attempt to resolve outstanding issues. If a local government makes a third request for additional information from the applicant and the applicant submits the requested additional information to the local government within 30 days after receiving the request, the local government must, within 10 days after receiving such information unless the applicant waived the local government's limitation in writing, determine that the application is complete and:
 - a. Approve the application;
 - b. Approve the application with conditions; or
 - c. Deny the application.
5. If the applicant believes the request for additional information is not authorized by ordinance, rule, statute, or other legal authority, the local government, at the applicant's request, must process the application and either approve the application, approve the application with conditions, or deny the application.

105.3.2 Time limitation of application. An application for a *permit* for any proposed work shall be deemed to have been abandoned **becoming null and void** 180 days after the date of filing, unless such application has been pursued in good faith or a *permit* has been issued; except that the *building official* is authorized to grant one or more extensions of time for additional periods not exceeding 90 days each. The extension shall be requested in writing and justifiable cause demonstrated.

105.3.3 An enforcing authority may not issue a building *permit* for any building construction, erection, alteration, modification, repair or addition unless the *permit* either includes on its face or there is attached to the *permit* the following statement: "NOTICE: In addition to the requirements of this *permit*, there may be additional restrictions applicable to this property that may be found in the public records of this county, and there may be additional *permits* required from other governmental entities such as water management districts, state agencies, or federal agencies."

105.3.4 A building *permit* for a single-family residential dwelling must be issued within 30 working days of application therefor unless unusual circumstances require a longer time for processing the application or unless the *permit* application fails to satisfy the *Florida Building Code* or the enforcing agency's laws or ordinances.

105.3.5 Identification of minimum premium policy. Except as otherwise provided in Chapter 440, *Florida Statutes*, Workers' Compensation, every employer shall, as a condition to receiving a building *permit*, show proof that it has secured compensation for its employees as provided in Sections 440.10 and 440.38, *Florida Statutes*.

105.3.6 Asbestos removal. Moving, removal or disposal of asbestos-containing materials on a residential building where the owner occupies the building, the building is not for sale or lease, and the work is performed according to the owner-builder limitations provided in this paragraph. To qualify for exemption under this paragraph, an owner must personally appear and sign the building *permit* application. The permitting agency shall provide the person with a disclosure statement in substantially the following form:

Disclosure Statement: State law requires asbestos abatement to be done by licensed contractors. You have applied for a *permit* under an exemption to that law. The exemption allows you, as the owner of your property, to act as your own asbestos abatement contractor even though you do not have a license. You must supervise the construction yourself. You may move, remove or dispose of asbestos-containing materials on a residential building where you occupy the building and the building is not for sale or lease, or the building is a farm outbuilding on your property. If you sell or lease such building within 1 year after the asbestos abatement is complete, the law will presume that you intended to sell or lease the property at the time the work was done, which is a violation of this exemption. You may not hire an unlicensed person as your contractor. Your work must be done according to all local, state and federal laws and regulations which apply to asbestos abatement projects. It is your responsibility to make sure that people employed by you have licenses required by state law and by county or municipal licensing ordinances.

105.3.7 Applicable Code for Manufactured Buildings. Manufacturers should be permitted to complete all buildings designed and *approved* prior to the effective date of a new code edition, provided a clear signed contract is in place. The contract shall provide specific data mirroring that required by an application for *permit*, specifically, without limitation, date of execution, building owner or dealer, and anticipated date of completion. However, the construction activity must commence within 6 months of the contract's execution. The contract is subject to verification by the Department of Business and Professional Regulation.

105.3.8 A local government may not require a contract between a builder and an owner for the issuance of a building *permit* or as a requirement for the submission of a building *permit* application.

105.3.9 Public right of way. A *permit* shall not be given by the *building official* for the construction of any building, or for the alteration of any building where said building is to be changed and such change will affect the exterior walls, bays, balconies, or other appendages or projections fronting on any street, alley or public lane, or for the placing on any lot or premises of any building or structure removed from another lot or premises, unless the applicant has received a right of way *permit* from the authority having jurisdiction over the street, alley or public lane.

105.4 Conditions of the *permit*. The issuance or granting of a *permit* shall not be construed to be a *permit* for, or an approval of, any violation of any of the provisions of this code or of any other ordinance of the jurisdiction. *Permits* presuming to give authority to violate or cancel the provisions of this code or other ordinances of the jurisdiction shall not be valid. The issuance of a *permit* based on *construction documents* and other data shall not prevent the *building official* from requiring the correction of errors in the *construction documents* and other data. The *building official* is also authorized to prevent occupancy or use of a structure where in violation of this code or of any other ordinance of this jurisdiction.

105.4.1 *Permit* intent. A *permit* issued shall be construed to be a license to proceed with the work and not as authority to violate, cancel, alter or set aside any of the provisions of the technical codes, nor shall issuance of a *permit* prevent the *building official* from thereafter requiring a correction of errors in plans, construction or violations of this code. Every *permit* issued shall become invalid unless the work authorized by such *permit* is commenced within 6 months after its issuance, or if the work authorized by such *permit* is suspended or abandoned for a period of 6 months after the time the work is commenced.

105.4.1.1 If work has commenced and the *permit* is revoked, becomes null and void, or expires because of lack of progress or abandonment, a new *permit* covering the proposed construction shall be obtained before proceeding with the work.

105.4.1.2 If a new *permit* is not obtained within 180 days from the date the initial *permit* became null and void, the *building official* is authorized to require that any work which has been commenced or completed be removed from the building site. Alternately, a new *permit* may be issued on application, providing the work in place and required to complete the structure meets all applicable regulations in effect at the time the initial *permit* became null and void and any regulations which may have become effective between the date of expiration and the date of issuance of the new *permit*.

105.4.1.3 Work shall be considered to be in active progress when the *permit* has received an *approved* inspection within 180 days. This provision shall not be applicable in case of civil commotion or strike or when the building work is halted due directly to judicial injunction, order or similar process.

105.4.1.4 The fee for renewal reissuance and extension of a *permit* shall be set forth by the administrative authority.

105.4.1.5 After the local enforcing agency issues a permit, the local enforcing agency may not make or require any substantive changes to the plans or specifications except changes required for compliance with the Florida Building Code, the Florida Fire Prevention Code, or the Life Safety Code, or local amendments thereto. If a local enforcing agency makes or requires substantive changes to the plans or specifications after a permit is issued, the local enforcing agency must identify the specific plan features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide the information to the permit holder in writing.

105.5 Expiration. Every *permit* issued shall become invalid unless the work on the site authorized by such *permit* is commenced within 180 days after its issuance, or if the work authorized on the site by such *permit* holder and property owner shall be responsible to either complete all work in accordance with the permitted plans and inspection or remove any partially completed work in a safe and code compliant manner. The *building official* is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated as determined by the *building official*.

105.5.1 Additional options for closing a *permit*. Pursuant to Section 553.79(15), Florida Statutes, a property owner, regardless of whether the property owner is the one listed on the application for the building *permit*, may close a building *permit* by complying with the following requirements:

1. The property owner may retain the original contractor listed on the permit or hire a different contractor appropriately licensed in this state to perform the work necessary to satisfy the conditions of the permit and to obtain any necessary inspection in order to close the *permit*. If a contractor other than the original contractor listed on the *permit* is hired by the property owner to close the *permit*, such contractor is not liable for any defects in the work performed by the original contractor and is only liable for the work that he or she performs.
2. The property owner may assume the role of an owner- builder, in accordance with Sections 489.103(7) and 489.503(6), *Florida Statutes*.
3. If a building *permit* is expired and its requirements have been substantially completed, as determined by the local enforcement agency, the *permit* may be closed without having to obtain a new building *permit*, and the work required to close the *permit* may be done pursuant to the building code in effect at the time the local enforcement agency received the application for the *permit*, unless the contractor has sought and received approval from the local enforcement agency for an alternative material, design or method of construction.
4. A local enforcement agency may close a building *permit* 6 years after the issuance of the *permit*, even in the absence of a final inspection, if the local enforcement agency determines that no apparent safety hazard exists.

For purposes of this section, the term “close” means that the requirements of the *permit* have been satisfied.

105.5.2 For the purposes of this subsection, a *closed permit* shall mean a *permit* for which all requirements for completion have been satisfied or a *permit* that has been administratively closed by the *building official*.

105.5.3 For the purposes of this subsection, an *open permit* shall mean a *permit* that has not satisfied all requirements for completion as defined in 105.5.1.1.

105.6 Denial or revocation. Whenever a *permit* required under this section is denied or revoked because the plan, or the construction, erection, alteration, modification, repair, or demolition of a building, is found by the local enforcing agency to be not in compliance with the *Florida Building Code*, the local enforcing agency shall identify the specific plan or project features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide this information to the *permit* applicant. If the local building code administrator or inspector finds that the plans are not in compliance with the *Florida Building Code*, the local building code administrator or inspector shall identify the specific plan features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide this information to the local enforcing agency. The local enforcing agency shall provide this information to the *permit* applicant.

105.6.1 Pursuant to Section 553.79(16), Florida Statutes, a local enforcement agency may not deny issuance of a building *permit* to; issue a notice of violation to; or fine, penalize, sanction or assess fees against an arm's-length purchaser of a property for value solely because a building *permit* applied for by a previous owner of the property was not closed. The local enforcement agency shall maintain all rights and remedies against the property owner and contractor listed on the *permit*.

105.6.2 Pursuant to Section 553.79(16), Florida Statutes, a local enforcement agency may not deny issuance of a building *permit* to a contractor solely because the contractor is listed on other building *permits* that were not closed. A local enforcement agency has the authority to deny a new *permit* application from an applicant for other reasons.

105.7 Placement of *permit*. The building *permit* or copy shall be kept on the site of the work until the completion of the project.

105.8 Notice of commencement. In accordance with Section 713.135, *Florida Statutes*, when any person applies for a building *permit*, the authority issuing such *permit* shall print on the face of each *permit* card in no less than 14-point, capitalized, boldfaced type: "WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT."

105.9 Asbestos. The enforcing agency shall require each building *permit* for the demolition or renovation of an existing structure to contain an asbestos notification statement which indicates the owner's or operator's responsibility to comply with the provisions of Section 469.003, *Florida Statutes*, and to notify the Department of Environmental Protection of his or her intentions to remove asbestos, when applicable, in accordance with state and federal law.

105.10 Certificate of protective treatment for prevention of termites. A weather-resistant job-site posting board shall be provided to receive duplicate treatment certificates as each required protective treatment is completed, providing a copy for the person the *permit* is issued to and another copy for the building *permit* files. The treatment certificate shall provide the product used, identity of the applicator, time and date of the treatment, site location, area treated, chemical used, percent concentration and number of gallons used, to establish a verifiable record of protective treatment. If the soil chemical barrier method for termite prevention is used, final exterior treatment shall be completed prior to final building approval.

105.11 Notice of termite protection. A permanent sign which identifies the termite treatment provider and need for reinspection and treatment contract renewal shall be provided. The sign shall be posted near the water heater or electric panel.

105.12 Work starting before *permit* issuance. Upon approval of the *building official*, the scope of work delineated in the building *permit* application and plan may be started prior to the final approval and issuance of the *permit*, provided any work completed is entirely at risk of the *permit* applicant and the work does not proceed past the

first required inspection.

105.13 Phased *permit* approval. After submittal of the appropriate *construction documents*, the *building official* is authorized to issue a *permit* for the construction of foundations or any other part of a building or structure before the *construction documents* for the whole building or structure have been submitted. The holder of such *permit* for the foundation or other parts of a building or structure shall proceed at the holder's own risk with the building operation and without assurance that a *permit* for the entire structure will be granted. Corrections may be required to meet the requirements of the technical codes.

105.14 *Permit* issued on basis of an affidavit. Whenever a *permit* is issued in reliance upon an affidavit or whenever the work to be covered by a *permit* involves installation under conditions which, in the opinion of the *building official*, are hazardous or complex, the *building official* shall require that the architect or engineer who signed the affidavit or prepared the drawings or computations shall supervise such work. In addition, they shall be responsible for conformity to the *permit*, provide copies of inspection reports as inspections are performed, and upon completion make and file with the *building official* written affidavit that the work has been done in conformity to the reviewed plans and with the structural provisions of the technical codes. In the event such architect or engineer is not available, the owner shall employ in his stead a competent person or agency whose qualifications are reviewed by the *building official*. The *building official* shall ensure that any person conducting plans review is qualified as a plans examiner under Part XII of Chapter 468, *Florida Statutes*, and that any person conducting inspections is qualified as a building inspector under Part XII of Chapter 468, *Florida Statutes*.

105.14.1 Affidavits in flood hazard areas. *Permit* issued on basis of an affidavit shall not extend to the flood load and flood resistance requirements of the *Florida Building Code* and the *building official* shall review an inspect those requirements.

105.15 Opening protection. When any activity requiring a building *permit*, not including roof covering replacement or repair work associated with the prevention of degradation of the residence, that is applied for on or after July 1, 2008, and for which the estimated cost is \$50,000 or more for a site built single-family detached residential structure that is located in the wind-borne debris region as defined in this code and that has an insured value of \$750,000 or more, or, if the site built single-family detached residential structure is uninsured or for which documentation of insured value is not presented, has a just valuation for the structure for purposes of ad valorem taxation of \$750,000 or more; opening protections as required within this code or *Florida Building Code, Residential* for new construction shall be provided.

Exception: Where defined wind-borne debris regions have not changed, single family detached residential structures permitted subject to the *Florida Building Code* are not required to comply with this section.

105.16 Inspection of existing residential building not impacted by construction.

- (a) A local enforcing agency, and any local building code administrator, inspector, or other official or entity, may not require as a condition of issuance of a one- or two-family residential building *permit* the inspection of any portion of a building, structure, or real property that is not directly impacted by the construction, erection, alteration, modification, repair, or demolition of the building, structure, or real property for which the *permit* is sought.
- (b) This subsection does not apply to a building *permit* sought for:
 - 1. A substantial improvement as defined in s. 161.54, *Florida Statutes* or as defined in the *Florida Building Code*.
 - 2. A change of occupancy as defined in the *Florida Building Code*.
 - 3. A conversion from residential to nonresidential or mixed use pursuant to s. 553.507(2)(a), *Florida Statutes* or as defined in the *Florida Building Code*.
 - 4. A historic building as defined in the *Florida Building Code*.
- (c) This subsection does not prohibit a local enforcing agency, or any local building code administrator, inspector, or other official or entity, from:
 - 1. Citing any violation inadvertently observed in plain view during the ordinary course of an inspection conducted in accordance with the prohibition in paragraph (a).
 - 2. Inspecting a physically nonadjacent portion of a building, structure, or real property that is directly impacted by the construction, erection, alteration, modification, repair, or demolition of the building, structure, or real property for which the *permit* is sought in accordance with the prohibition in paragraph (a).

3. Inspecting any portion of a building, structure, or real property for which the owner or other person having control of the building, structure, or real property has voluntarily consented to the inspection of that portion of the building, structure, or real property in accordance with the prohibition in paragraph (a).
4. Inspecting any portion of a building, structure, or real property pursuant to an inspection warrant issued in accordance with ss. 933.20-933.30, *Florida Statutes*.

105.17 Streamlined low-voltage alarm system installation permitting.

- (1) As used in this section, the term:
 - (a) "Contractor" means a person who is qualified to engage in the business of electrical or alarm system contracting pursuant to a certificate or registration issued by the department under Part II of Chapter 489, *Florida Statutes*.
 - (b) "Low-voltage alarm system project" means a project related to the installation, maintenance, inspection, replacement, or service of a new or existing alarm system, as defined in s. 489.505, *Florida Statutes*, including video cameras and closed-circuit television systems used to signal or detect a burglary, fire, robbery, or medical emergency, that is hardwired and operating at low voltage, as defined in the *National Electrical Code Standard 70*, Current Edition, or a new or existing low-voltage electric fence. The term also includes ancillary components or equipment attached to a low-voltage alarm system, or low-voltage electric fence, including, but not limited to, home-automation equipment, thermostats, closed-circuit television systems, access controls, battery recharging devices, and video cameras.
 - (c) "Low-voltage electric fence" means an alarm system, as defined in s. 489.505, that consists of a fence structure and an energizer powered by a commercial storage battery not exceeding 12 volts which produces an electric charge upon contact with the fence structure.
 - (d) "Wireless alarm system" means a burglar alarm system or smoke detector that is not hardwired.
- (2) Notwithstanding any provision of this code, this section applies to all low-voltage alarm system projects for which a *permit* is required by a local enforcement agency. However, a *permit* is not required to install, maintain, inspect, replace, or service a wireless alarm system, including any ancillary components or equipment attached to the system.
- (3) A low-voltage electric fence must meet all of the following requirements to be permitted as a low-voltage alarm system project and no further *permit* shall be required for the low-voltage alarm system project other than as provided in this section:
 - (a) The electric charge produced by the fence upon contact must not exceed energizer characteristics set forth in paragraph 22.108 and depicted in Figure 102 of International Electrotechnical Commission Standard No. 60335-2-76, Current Edition.
 - (b) A nonelectric fence or wall must completely enclose the low-voltage electric fence. The low-voltage electric fence may be up to 2 feet higher than the perimeter nonelectric fence or wall.
 - (c) The low-voltage electric fence must be identified using warning signs attached to the fence at intervals of not more than 60 feet.
 - (d) The low-voltage electric fence shall not be installed in an area zoned exclusively for single-family or multi-family residential use.
 - (e) The low-voltage electric fence shall not enclose the portions of a property which are used for residential purposes.
- (4) This section does not apply to the installation or replacement of a fire alarm if a plan review is required.
- (5) A local enforcement agency shall make uniform basic *permit* labels available for purchase by a contractor to be used for the installation or replacement of a new or existing alarm system at a cost as indicated in s. 553.793, *Florida Statutes*. The local enforcement agency may not require the payment of any additional fees, charges, or expenses associated with the installation or replacement of a new or existing alarm.
 - (a) A local enforcement agency may not require a contractor, as a condition of purchasing a label, to submit information other than identification information of the licensee and proof of registration or certification as a contractor.
 - (b) A label is valid for 1 year after the date of purchase and may only be used within the jurisdiction of the local enforcement agency that issued the label. A contractor may purchase labels in bulk for one or more unspecified current or future projects.
- (6) A contractor shall post an unused uniform basic *permit* label in a conspicuous place on the premises of the low-voltage alarm system project site before commencing work on the project.
- (7) A contractor is not required to notify the local enforcement agency before commencing work on a low-

voltage alarm system project. However, a contractor must submit a Uniform Notice of a Low-Voltage Alarm System Project as provided under subsection (7) to the local enforcement agency within 14 days after completing the project. A local enforcement agency may take disciplinary action against a contractor who fails to timely submit a Uniform Notice of a Low-Voltage Alarm System Project.

- (8) The Uniform Notice of a Low-Voltage Alarm System Project may be submitted electronically or by facsimile if all submissions are signed by the owner, tenant, contractor, or authorized representative of such persons. The Uniform Notice of a Low-Voltage Alarm System Project shall be in the format prescribed by the local enforcement agency and must comply with the requirements of s. 553.793(7), *Florida Statutes*.
 - (9) A local enforcement agency may coordinate directly with the owner or customer to inspect a low-voltage alarm system to ensure compliance with applicable codes and standards. If a low-voltage alarm system project fails an inspection, the contractor must take corrective action as necessary to pass inspection.
 - (10) A municipality, county, district, or other entity of local government may not adopt or maintain in effect any ordinance or rule regarding a low-voltage alarm system project that is inconsistent with this section.
 - (11) A uniform basic *permit* label shall not be required for the subsequent maintenance, inspection, or service of an alarm system that was permitted in accordance with this section.
- The provisions of this act are not intended to impose new or additional licensure requirements on persons licensed in accordance with the applicable provisions of Chapter 489, *Florida Statutes*.

SECTION 106 FLOOR AND ROOF DESIGN LOADS

106.1 Live loads posted. In commercial or industrial buildings, for each floor or portion thereof designed for *live loads* exceeding 50 psf (2.40 kN/m²), such design *live loads* shall be conspicuously posted by the owner or the owner's authorized agent in that part of each *story* in which they apply, using durable signs. It shall be unlawful to remove or deface such notices.

106.2 Issuance of certificate of occupancy. A certificate of occupancy required by Section 111 shall not be issued until the floor load signs, required by Section 106.1, have been installed.

106.3 Restrictions on loading. It shall be unlawful to place, or cause or *permit* to be placed, on any floor or roof of a building, structure or portion thereof, a load greater than is permitted by this code.

SECTION 107 SUBMITTAL DOCUMENTS

107.1 General. Submittal documents consisting of *construction documents*, statement of *special inspections*, geotechnical report and other data shall be submitted with each *permit* application in accordance with Florida Statute 553.79. The *construction documents* shall be prepared by a *registered design professional* where required by Chapter 471, *Florida Statutes* & 61G15 Florida Administrative Code or Chapter 481, *Florida Statutes* & 61G1 Florida Administrative Code. Where special conditions exist, the *building official* is authorized to require additional *construction documents* to be prepared by a *registered design professional*.

Exception: The *building official* is authorized to waive the submission of *construction documents* and other data not required to be prepared by a *registered design professional* if it is found that the nature of the work applied for is such that review of *construction documents* is not necessary to obtain compliance with this code.

107.2 Construction documents. *Construction documents* shall be in accordance with Sections 107.2.1 through 107.2.6.

107.2.1 Information on construction documents. *Construction documents* shall be dimensioned and drawn upon suitable material. Electronic media documents are permitted to be submitted where *approved* by the *building official*. *Construction documents* shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations, as determined by the *building official*. Such drawings and specifications shall contain information, in the form of notes or otherwise, as to the quality of materials, where quality is essential to conformity with the technical codes. Such information shall be specific, and the technical codes shall not be cited as a whole or in part, nor shall the term "legal" or its equivalent be used as a substitute for specific information.

All information, drawings, specifications and accompanying data shall bear the name and signature of the person responsible for the design.

107.2.2 Fire protection system shop drawings. Shop drawings for the *fire protection system(s)* shall be submitted to indicate conformance to this code and the *construction documents* and shall be *approved* prior to the start of system installation. Shop drawings shall contain all information as required by the referenced installation standards in Chapter 9.

107.2.3 Means of egress. The *construction documents* shall show in sufficient detail the location, construction, size and character of all portions of the *means of egress* including the path of the *exit discharge* to the *public way* in compliance with the provisions of this code. In other than occupancies in Groups R-2, R-3, and I-1, the *construction documents* shall designate the number of occupants to be accommodated on every floor, and in all rooms and spaces.

107.2.4 Exterior wall envelope. *Construction documents* for all buildings shall describe the *exterior wall envelope* in sufficient detail to determine compliance with this code. The *construction documents* shall provide details of the *exterior wall envelope* as required, including flashing, intersections with dissimilar materials, corners, end details, control joints, intersections at roof, eaves or parapets, means of drainage, water-resistive membrane and details around openings.

The *construction documents* shall include manufacturer's installation instructions that provide supporting documentation that the proposed penetration and opening details described in the *construction documents* maintain the weather resistance of the *exterior wall envelope*. The supporting documentation shall fully describe

107.2.5 Exterior balcony and elevated walking surfaces. Where balcony or other elevated walking surfaces are exposed to water from direct or blowing rain or irrigation, and the structural framing is protected by an impervious moisture barrier, the construction documents shall include details for all elements of the impervious moisture barrier system. The construction documents shall include manufacturer's installation instructions.

107.2.6 Site plan. The *construction documents* submitted with the application for *permit* shall be accompanied by a site plan showing to scale the size and location of new construction and existing structures on the site, distances from *lot lines*, the established street grades and the proposed finished grades and, as applicable, *flood hazard areas*, *floodways*, and *design flood elevations*; and it shall be drawn in accordance with an accurate boundary line survey. In the case of demolition, the site plan shall show construction to be demolished and the location and size of existing structures and construction that are to remain on the site or plot. The *building official* is authorized to waive or modify the requirement for a site plan where the application for *permit* is for *alteration* or *repair* or where otherwise warranted.

107.2.6.1 Design flood elevations. Where *design flood elevations* are not specified, they shall be established in accordance with Section 1612.3.1.

107.2.6.2 For the purpose of inspection and record retention, site plans for a building may be maintained in the form of an electronic copy at the worksite. These plans must be open to inspection by the *building official* or a duly authorized representative, as required by the *Florida Building Code*.

107.2.7 Structural information. The *construction documents* shall provide the information specified in Section 1603.

107.3 Examination of documents. The *building official* shall examine or cause to be examined the accompanying submittal documents and shall ascertain by such examinations whether the construction indicated and described is in accordance with the requirements of this code and other pertinent laws or ordinances.

Exceptions:

1. Building plans approved pursuant to Section 553.77(5), *Florida Statutes*, and state-approved manufactured buildings are exempt from local codes enforcing agency plan reviews except for provisions of the code relating to erection, assembly or construction at the site. Erection, assembly and construction at the site are subject to local permitting and inspections. Photocopies of plans approved according to Rule 61-41.009, *Florida Administrative Code*, shall be sufficient for local *permit* application documents of record for the modular building portion of the permitted project.
2. Industrial construction on sites where design, construction and fire safety are supervised by appropriately

licensed design and inspection professionals and which contain adequate in-house fire departments and rescue squads is exempt, subject to approval by the *building official*, from review of plans and inspections, providing the appropriate licensed design and inspection professionals certify that applicable codes and standards have been met and supply appropriate approved drawings to local building and fire-safety inspectors.

107.3.1 Approval of construction documents. When the *building official* issues a *permit*, the *construction documents* shall be *approved*, in writing or by stamp, as “Reviewed for Code Compliance.” One set of *construction documents* so reviewed shall be retained by the *building official*. The other set shall be returned to the applicant, shall be kept at the site of work and shall be open to inspection by the *building official* or a duly authorized representative.

107.3.2 Previous approvals. This code shall not require changes in the *construction documents*, construction or designated occupancy of a structure for which a lawful *permit* has been heretofore issued or otherwise law- fully authorized, and the construction of which has been pursued in good faith within 180 days after the effective date of this code and has not been abandoned.

107.3.3 Phased approval. The *building official* is authorized to issue a *permit* for the construction of foundations or any other part of a building or structure before the *construction documents* for the whole building or structure have been submitted, provided that adequate information and detailed statements have been filed complying with pertinent requirements of this code. The holder of such *permit* for the foundation or other parts of a building or structure shall proceed at the holder’s own risk with the building operation and without assurance that a *permit* for the entire structure will be granted.

107.3.4 Design professional in responsible charge. Where it is required that documents be prepared by a *registered design professional*, the *building official* shall be authorized to require the *owner* or the *owner’s* authorized agent to engage and designate on the building *permit* application a *registered design professional* who shall act as the *registered design professional in responsible charge*. If the circumstances require, the *owner* or the *owner’s* authorized agent shall designate a successor *registered design professional in responsible charge* who shall perform the duties required of the original *registered design professional in responsible charge*. The *building official* shall be notified in writing by the *owner* or *owner’s* authorized agent if the *registered design professional in responsible charge* is changed or is unable to continue to perform the duties. Successor *registered design professional in responsible charge* licensed under Chapter 471 Florida Statutes shall comply with Section 471.025(4) Florida Statute and the procedure set forth in 61G15-27.001 Florida Administrative Code; or licensed under Chapter 481 Florida Statutes shall comply with Section 481.221(6) Florida Statute and the procedure set forth in 61G1-18.002 Florida Administrative Code.

The *registered design professional in responsible charge* shall be responsible for reviewing and coordinating submittal documents prepared by others, including phased and deferred submittal items, for compatibility with the design of the building.

107.3.4.1 Deferred submittals. For the purposes of this section, deferred submittals are defined as those portions of the design that are not submitted at the time of the application and that are to be submitted to the *building official*.

Deferral of any submittal items shall have the prior approval of the *building official*. The *registered design professional in responsible charge* shall list the deferred submittals on the *construction documents* for review by the *building official*.

Documents for deferred submittal items shall be submitted to the *registered design professional in responsible charge* who shall review them and forward them to the *building official* with a notation indicating that the deferred submittal documents have been reviewed and found to be in general conformance to the design of the building. The deferred submittal items shall not be installed until the deferred submittal documents have been approved by the *building official*.

107.3.4.2 Certifications by contractors authorized under the provisions of Section 489.115(4)(b), *Florida Statutes*, shall be considered equivalent to sealed plans and specifications by a person licensed under Chapter 471, *Florida Statutes*, or Chapter 481, *Florida Statutes*, by local enforcement agencies for plans review for permitting purposes

relating to compliance with the wind- resistance provisions of the code or alternate methodologies approved by the Florida Building Commission for one- and two-family dwellings. Local enforcement agencies may rely upon such certification by contractors that the plans and specifications submitted conform to the requirements of the code for wind resistance. Upon good cause shown, local government code enforcement agencies may accept or reject plans sealed by persons licensed under Chapters 471, 481 or 489, *Florida Statutes*.

107.3.5 Minimum plan review criteria for buildings. The examination of the documents by the *building official* shall include the following minimum criteria and documents: a floor plan; site plan; foundation plan; floor/roof framing plan or truss layout; all fenestration and building envelope penetrations; flashing; and rough opening dimensions; and all exterior elevations:

Commercial Buildings:

Building:

1. Site requirements:
 - Parking
 - Fire access
 - Vehicle loading
 - Driving/turning radius
 - Fire hydrant/water supply/post indicator valve (PIV)
 - Set back/separation (assumed property lines)
 - Location of specific tanks, water lines and sewer lines
 - Flood hazard areas, flood zones, and design flood elevations*
2. Occupancy group and special occupancy requirements shall be determined (with cross check with the energy code submittal).
3. Minimum type of construction shall be determined (see Table 503).
4. Fire-resistant construction requirements shall include the following components:
 - Fire-resistant separations
 - Fire-resistant protection for type of construction
 - Protection of openings and penetrations of rated walls
 - Fireblocking and draftstopping* and calculated fire resistance
5. Fire suppression systems shall include:
 - Early warning smoke evacuation systems
 - Schematic fire sprinklers
 - Standpipes
 - Pre-engineered systems
 - Riser diagram.
6. Life safety systems shall be determined and shall include the following requirements:
 - Occupant load and egress capacities
 - Early warning
 - Smoke control
 - Stair pressurization
 - Systems schematic
7. Occupancy load/egress requirements shall include:
 - Occupancy load
 - Gross
 - Net
 - Means of egress
 - Exit access
 - Exit
 - Exit discharge
 - Stairs construction/geometry and protection
 - Doors
 - Emergency lighting and exit signs
 - Specific occupancy requirements
 - Construction requirements
 - Horizontal exits/exit passageways
8. Structural requirements shall include:

- Soil conditions/analysis
 - Termite protection
 - Design loads
 - Wind requirements
 - Building envelope
 - Impact resistant coverings or systems
 - Structural calculations (if required)
 - Foundation
 - Flood requirements in accordance with Section 1612, including lowest floor elevations, enclosures, flood damage- resistant materials
 - Wall systems Floor systems
 - Roof systems
 - Threshold inspection plan
 - Stair systems
 - 9. Materials shall be reviewed and shall at a minimum include the following:
 - Wood
 - Steel
 - Aluminum
 - Concrete
 - Plastic
 - Glass
 - Masonry
 - Gypsum board and plaster Insulating (mechanical)
 - Roofing
 - Insulation
 - Building envelope portions of the Energy Code (including calculation and mandatory requirements)
 - 10. Accessibility requirements shall include the following:
 - Site requirements
 - Accessible route
 - Vertical accessibility
 - Toilet and bathing facilities
 - Drinking fountains
 - Equipment
 - Special occupancy requirements
 - Fair housing requirements
 - 11. Interior requirements shall include the following:
 - Interior finishes (flame spread/smoke development)
 - Light and ventilation (including corresponding portion of the energy code)
 - Sanitation
 - 12. Special systems:
 - Elevators
 - Escalators
 - Lifts
 - 13. Swimming pools:
 - Barrier requirements
 - Spas
 - Wading pools
 - 14. Location and installation details. The specific location and installation details of each fire door, fire damper, ceiling damper and smoke damper shall be shown and properly identified on the building plans by the designer.
- Electrical:**
- 1. Electrical:
 - Wiring
 - Services
 - Feeders and branch circuits
 - Overcurrent protection

Grounding
Wiring methods and materials
GFCIs

Electrical portions of the Energy Code (including calculation and mandatory requirements)

2. Equipment
3. Special occupancies
4. Emergency systems
5. Communication systems
6. Low voltage
7. Load calculations
8. *Design flood elevation*

Plumbing:

1. Minimum plumbing facilities
2. Fixture requirements
3. Water supply piping
4. Sanitary drainage
5. Water heaters
6. Vents
7. Roof drainage
8. Back flow prevention
9. Irrigation
10. Location of water supply line
11. Grease traps
12. Environmental requirements
13. Plumbing riser
14. *Design flood elevation*

15. Water/plumbing portions of the Energy Code (including calculation and mandatory requirements)

Mechanical:

1. Mechanical portions of the Energy calculations
2. Exhaust systems:
Clothes dryer exhaust
Kitchen equipment exhaust
Specialty exhaust systems
3. Equipment
4. Equipment location
5. Make-up air
6. Roof-mounted equipment
7. Duct systems
8. Ventilation
9. Combustion air
10. Chimneys, fireplaces and vents
11. Appliances
12. Boilers
13. Refrigeration
14. Bathroom ventilation
15. Laboratory
16. *Design flood elevation*
17. Smoke and/or Fire Dampers

Gas:

1. Gas piping
2. Venting
3. Combustion air
4. Chimneys and vents

5. Appliances
6. Type of gas
7. Fireplaces
8. LP tank location
9. Riser diagram/shutoffs
10. *Design flood elevation*
11. Gas portions of the Energy Code (including calculation and mandatory requirements)

Demolition:

1. Asbestos removal

Residential (one- and two-family):

1. Site requirements:
Set back/separation (assumed property lines) Location of septic tanks
2. Fire-resistant construction (if required)
3. Fire
4. Smoke and/or carbon monoxide alarm/detector locations
5. Egress:
Egress window size and location stairs construction requirements
6. Structural requirements shall include:
Wall section from foundation through roof, including assembly and materials connector tables wind requirements structural calculations (if required)
Termite protection
Design loads
Wind requirements
Building envelope
Foundation
Wall systems
Floor systems
Roof systems
Flood hazard areas, flood zones, design flood elevations, lowest floor elevations, enclosures, equipment, and flood damage- resistant materials
7. Accessibility requirements:
Show/identify
Accessible bath
8. Impact resistant coverings or systems
9. Residential Energy Code submittal (including calculation and mandatory requirements)

Manufactured buildings/housing:

1. Site requirements
Setback/separation (assumed property lines)
Location of septic tanks (if applicable)
2. Structural
Wind zone
Flood
Anchoring
Blocking
3. Plumbing
List potable water source and meter size (if applicable)
4. Mechanical
Exhaust systems
Clothes dryer exhaust
Kitchen equipment exhaust
5. Electrical exterior disconnect location

Exemptions: Plans examination by the *building official* shall not be required for the following work:

1. Replacing existing equipment such as mechanical units, water heaters, etc.

2. Reroofs
3. Minor electrical, plumbing and mechanical repairs
4. Annual maintenance *permits*
5. Prototype plans:
Except for local site adaptations, siding, foundations and/or modifications.
Except for structures that require waiver.
6. Manufactured buildings plan except for foundations and modifications of buildings on site and as listed above in manufactured buildings/housing.

107.4 Amended construction documents. Work shall be installed in accordance with the *approved construction documents*, and any changes made during construction that are not in compliance with the *approved construction documents* shall be resubmitted for approval as an amended set of *construction documents*.

107.5 Retention of construction documents. One set of *approved construction documents* shall be retained by the *building official* for a period of not less than 180 days from date of completion of the permitted work, or as required by state or local laws.

107.6 Affidavits. The *building official* may accept a sworn affidavit from a registered architect or engineer stating that the plans submitted conform to the technical codes. For buildings and structures, the affidavit shall state that the plans conform to the laws as to egress, type of construction and general arrangement and, if accompanied by drawings, show the structural design and that the plans and design conform to the requirements of the technical codes as to strength, stresses, strains, loads and stability. The *building official* may without any examination or inspection accept such affidavit, provided the architect or engineer who made such affidavit agrees to submit to the *building official* copies of inspection reports as inspections are performed and upon completion of the structure, electrical, gas, mechanical or plumbing systems a certification that the structure, electrical, gas, mechanical or plumbing system has been erected in accordance with the requirements of the technical codes. Where the *building official* relies upon such affidavit, the architect or engineer shall assume full responsibility for compliance with all provisions of the technical codes and other pertinent laws or ordinances. The *building official* shall ensure that any person conducting plans review is qualified as a plans examiner under Part XII of Chapter 468, *Florida Statutes*, and that any person conducting inspections is qualified as a building inspector under Part XII of Chapter 468, *Florida Statutes*.

107.6.1 Building permits issued in flood hazard areas on the basis of an affidavit. Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Parts 59 and 60), the authority granted to the *building official* to issue *permits*, to rely on inspections, and to accept plans and *construction documents* on the basis of affidavits and plans submitted pursuant to Sections 105.14 and 107.6, shall not extend to the flood load and flood-resistance construction requirements of the *Florida Building Code*.

107.6.2 Affidavits Provided Pursuant to Section 553.791, Florida Statutes. For a building or structure in a *flood hazard area*, the *building official* shall review any affidavit certifying compliance with the flood load and flood-resistant construction requirements of the *Florida Building Code*.

107.7 If the local building code administrator or inspector finds that the plans are not in compliance with the *Florida Building Code*, the local building code administrator or inspector shall identify the specific plan features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide this information to the local enforcing agency. If the building code administrator, plans examiner, or inspector requests another local enforcing agency employee or a person contracted by the local enforcing agency to review the plans and that employee or person identifies specific plan features that do not comply with the applicable codes, the building code administrator, plans examiner, or inspector must provide this information to the local enforcing agency. The local enforcing agency shall provide this information to the permit applicant.

SECTION 108 TEMPORARY STRUCTURES AND USES

108.1 General. The *building official* is authorized to issue a *permit* for temporary structures and temporary uses.

Such *permits* shall be limited as to time of service, but shall not be permitted for more than 180 days. The *building official* is authorized to grant extensions for demonstrated cause.

108.2 Conformance. Temporary structures and uses shall comply with the requirements in Section 3103.

108.3 Temporary power. The *building official* is authorized to give permission to temporarily supply and use power in part of an electric installation before such installation has been fully completed and the final certificate of completion has been issued. The part covered by the temporary certificate shall comply with the requirements specified for temporary lighting, heat or power in NFPA 70.

108.4 Termination of approval. The *building official* is authorized to terminate such *permit* for a temporary structure or use and to order the temporary structure or use to be discontinued.

SECTION 109 FEES

109.1 Payment of fees. A *permit* shall not be valid until the fees prescribed by law have been paid, nor shall an amendment to a *permit* be released until the additional fee, if any, has been paid.

109.2 Schedule of *permit* fees. On buildings, structures, electrical, gas, mechanical, and plumbing systems or *alterations* requiring a *permit*, a fee for each *permit* shall be paid as required, in accordance with the schedule as established by the applicable governing authority.

109.2.1 Types of Fees Enumerated. Fees may be charged for but not limited to the following:

1. *Permits*;
2. Plans examination;
3. Certificates of competency (including fees for applications, examinations, renewal, late renewal, and reciprocity);
4. Re-inspections;
5. Administrative fees (including fees for investigative and legal costs incurred in the context of certain disciplinary cases heard by the board);
6. Variance requests;
7. Administrative appeals;
8. Violations; and
9. Other fees as established by local resolution or ordinance.

109.3 Building permit valuations. The applicant for a *permit* shall provide an estimated *permit* value at time of application. *Permit* valuations shall include total value of work, including materials and labor, for which the *permit* is being issued, such as electrical, gas, mechanical, plumbing equipment and permanent systems. If, in the opinion of the *building official*, the valuation is underestimated on the application, the *permit* shall be denied, unless the applicant can show detailed estimates to meet the approval of the *building official*. Final building *permit* valuation shall be set by the *building official*.

109.4 Work commencing before *permit* issuance. Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary *permits* or without prior approval from the *building official* as permitted in Section 105.2.2 or 105.12 shall be subject to a fee established by the *building official* that shall be in addition to the required *permit* fees or as provided by local ordinance. This provision shall not apply to emergency work when delay would clearly have placed life or property in imminent danger. But in all such cases the required *permit(s)* must be applied for within three (3) business days and any unreasonable delay in obtaining those *permit(s)* shall result in the charge of a double fee. The payment of a double fee shall not preclude or be deemed a substitute for prosecution for commencing work without first obtaining a *permit*. The *building official* may grant extensions of time or waive fees when justifiable cause has been demonstrated in writing.

109.5 Related fees. The payment of the fee for the construction, *alteration*, removal or demolition for work done in connection to or concurrently with the work authorized by a building *permit* shall not relieve the applicant or holder of the *permit* from the payment of other fees that are prescribed by law.

109.6 Refunds. The *building official* is authorized to establish a refund policy.

SECTION 110 INSPECTIONS

110.1 General. Construction or work for which a *permit* is required shall be subject to inspection by the *building official* and such construction or work shall remain exposed and provided with access for inspection purposes until *approved*. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid. It shall be the duty of the *owner* or the *owner's* authorized agent to cause the work to remain exposed and provided with access for inspection purposes. The *building official* shall be permitted to require a boundary line survey prepared by a Florida licensed professional surveyor and mapper whenever the boundary lines cannot be readily determined in the field. Neither the *building official* nor the jurisdiction shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.

110.1.1 Manufacturers and fabricators. When deemed necessary by the *building official*, he/she shall make, or cause to be made, an inspection of materials or assemblies at the point of manufacture or fabrication. A record shall be made of every such examination and inspection and of all violations of the technical codes.

110.1.2 Inspection service. The *building official* may make, or cause to be made, the inspections required by Section 110. He or she may accept reports of department inspectors, independent inspectors or of recognized inspection services, provided that after investigation he/she is satisfied as to their licensure, qualifications and reliability. A certificate required by any provision of this code shall not be based on such reports unless the same are recorded by the building code inspector or the architect or engineer performing building code inspections in a manner specified by the *building official*. The *building official* shall ensure that all persons making such inspections shall be certified in accordance to Chapter 468 Florida Statutes; or licensed under Chapter 471 or 481 Florida Statutes.

110.2 Preliminary inspection. Before issuing a *permit*, the *building official* is authorized to examine or cause to be examined buildings, structures and sites for which an application has been filed.

110.3 Required inspections. The *building official* upon notification from the *permit* holder or his or her agent shall make the following inspections, or any other such inspection as deemed necessary and shall either release that portion of the construction or shall notify the *permit* holder or his or her agent of any violations which must be corrected in order to comply with the technical codes. The *building official* shall determine the timing and sequencing of when inspections occur and what elements are inspected at each inspection.

Building

1. Foundation inspection. To be made after trenches are excavated, any required reinforcing steel is in place, forms erected and shall at a minimum include the following building components:
 - Stem-wall
 - Monolithic slab-on-grade
 - Piling/pile caps
 - Footers/grade beams
 - 1.1. Slab Inspection: Concrete slab and under-floor inspections shall be made after in-slab or under-floor reinforcing steel and building service equipment, conduit, piping accessories and other ancillary equipment items are in place, but before any concrete is placed or floor sheathing installed, including the subfloor.
 - 1.2. A foundation/form board survey prepared and certified by a Florida licensed professional surveyor and mapper may be required, prior to approval of the slab inspection. The survey shall certify placement of the building on the site, illustrate all surrounding setback dimensions and shall be available at the job site for review by the building inspector. In lieu of providing a survey, the contractor may elect to uncover all property line markers and string-up all property lines in preparation for inspection.
 - 1.3. In *flood hazard areas*, upon placement of the lowest floor, including basement, and prior to further vertical construction, the elevation certification shall be submitted to the *building official*.
2. Framing inspection. To be made after the roof, all framing, *fireblocking* and bracing is in place, all concealing wiring, all pipes, chimneys, ducts and vents are complete and the rough electrical, plumbing, heating wires,

pipes and ducts are *approved* and shall at a minimum include the following building components:

Window/door framing

Window U-factor/SHGC (as indicated on *approved* energy calculations)

Vertical cells/columns

Lintel/tie beams

Framing/trusses/bracing/connectors (including truss layout and engineered drawings)

Draftstopping/fireblocking

Curtain wall framing

Energy insulation (Insulation R-factor as indicated on *approved* energy calculations)

Accessibility

Verify rough opening dimensions are within tolerances.

Window/door buck attachment

2.1 Insulation Inspection: To be made after the framing inspection is *approved* and the insulation is in place, according to *approved* energy calculation submittal. Includes wall and ceiling insulation.

2.2 Lath and gypsum board inspection for fire-resistance rated or shear assemblies. Lath and gypsum board inspections shall be made after lathing and gypsum board, interior and exterior, is in place, but before ant plastering is applied or gypsum board joints and fasteners are taped and finished.

3. Sheathing inspection. To be made either as part of a dry-in inspection or done separately at the request of the contractor after all roof and wall sheathing and fasteners are complete and shall at a minimum include the following building components:

Roof sheathing

Wall sheathing

Continuous air barrier

Exterior siding/cladding

Sheathing fasteners

Roof/wall dry-in

Sheathing fasteners installed and found to be missing the structural member (shiners) shall be removed and properly reinstalled prior to installation of the dry-in material.

4. Exterior wall coverings. Shall at a minimum include the following building components in progress inspections:
Exterior wall coverings and veneers
Soffit coverings
5. Roofing inspection. Shall at a minimum be made in at least two inspections and include the following building components:

Dry-in

Insulation

Roof coverings (including In Progress as necessary)

Insulation on roof deck (according to submitted energy calculation)

Flashing

5.1 Re-roof sheathing inspection. An affidavit with a notarized signature of a state or locally licensed roofing contractor for the installation of additional sheathing fasteners as required by the Existing Building Code may be accepted at the discretion of the *building official*.

6. Final inspection. To be made after the building is completed and ready for occupancy.
6.1. In *flood hazard areas*, as part of the final inspection, a final certification of the lowest floor elevation or the elevation to which a building is dry floodproofed, as applicable, shall be submitted to the authority having jurisdiction.
7. Swimming pool inspection. First inspection to be made after excavation and installation of reinforcing steel, bonding and main drain and prior to placing of concrete.
 1. Steel reinforcement inspection
 2. Underground electric inspection
 3. Underground piping inspection including a pressure test.
 4. Underground electric inspection under deck area (including the equipotential bonding)
 5. Underground piping inspection under deck area

6. Deck inspection: to be made prior to installation of the deck material (with forms, deck drains, and any reinforcement in place)
7. Safety Inspection; Made prior to filling the pool with the bonding connections made, the proper drain covers installed and the final barriers installed.
8. Final pool piping
9. Final Electrical inspection
10. Final inspection to be made when the swimming pool is complete and all required enclosure requirements are in place.

In order to pass final inspection and receive a certificate of completion, a residential swimming pool must meet the requirements relating to pool safety features as described in Section 454.2.17 of this code.

8. Demolition inspections. First inspection to be made after all utility connections have been disconnected and secured in such manner that no unsafe or unsanitary conditions shall exist during or after demolition operations.
Final inspection to be made after all demolition work is completed.
9. Manufactured building inspections. The building department shall inspect construction of foundations; connecting buildings to foundations; installation of parts identified on plans as site installed items, joining the modules, including utility cross-overs; utility connections from the building to utility lines on site; and any other work done on site which requires compliance with the *Florida Building Code*. Additional inspections may be required for public educational facilities (see Section 453.27.20 of this code).
10. Where impact-resistant coverings or impact-resistant systems are installed, the *building official* shall schedule adequate inspections of impact-resistant coverings or impact-resistant systems to determine the following:
The system indicated on the plans was installed.
The system is installed in accordance with the manufacturer's installation instructions and the product approval.

Electrical

1. Underground inspection. To be made after trenches or ditches are excavated, conduit or cable installed, and before any backfill is put in place.
2. Rough-in inspection. To be made after the roof, framing, *fireblocking* and bracing is in place and prior to the installation of wall or ceiling membranes.
3. Final inspection. To be made after the building is complete, all required electrical fixtures are in place and properly connected or protected, and the structure is ready for occupancy.
4. Existing Swimming Pools. To be made after all repairs or alterations are complete, all required electrical equipment, GFCI protection, and equipotential bonding are in place on said alterations or repairs.

Plumbing

1. Underground inspection. To be made after trenches or ditches are excavated, piping installed, and before any backfill is put in place.
2. Rough-in inspection. To be made after the roof, framing, *fireblocking* and bracing is in place and all soil, waste and vent piping is complete, and prior to this installation of wall or ceiling membranes.
Includes plumbing provisions of the energy code and approved energy calculation provisions.
3. Final inspection. To be made after the building is complete, all plumbing fixtures are in place and properly connected, and the structure is ready for occupancy.

Note: See Section 312 of the *Florida Building Code, Plumbing* for required tests.

Mechanical

1. Underground inspection. To be made after trenches or ditches are excavated, underground duct and fuel piping installed, and before any backfill is put in place.
2. Rough-in inspection. To be made after the roof, framing, *fireblocking* and bracing are in place and all ducting, and other concealed components are complete, and prior to the installation of wall or ceiling membranes.
Includes mechanical provisions of the energy code and approved energy calculation provisions.
3. Final inspection. To be made after the building is complete, the mechanical system is in place and properly connected, and the structure is ready for occupancy.

Gas

1. Rough piping inspection. To be made after all new piping authorized by the permit has been installed, and before any such piping has been covered or concealed or any fixtures or gas appliances have been connected.
Includes gas provisions of the energy code and approved energy calculation provisions.
2. Final piping inspection. To be made after all piping authorized by the *permit* has been installed and after all

portions which are to be concealed by plastering or otherwise have been so concealed, and before any fixtures or gas appliances have been connected. This inspection shall include a pressure test.

3. Final inspection. To be made on all new gas work authorized by the *permit* and such portions of existing systems as may be affected by new work or any changes, to ensure compliance with all the requirements of this code and to assure that the installation and construction of the gas system is in accordance with reviewed plans.

Site Debris

1. The contractor and/or owner of any active or inactive construction project shall be responsible for the clean-up and removal of all construction debris or any other miscellaneous discarded articles during the course of the construction project and prior to receiving final inspection approval. Construction job sites must be kept clean and in a safe condition at all times.
2. All debris shall be kept in such a manner as to prevent it from being spread by any means.

110.3.1 Footing and foundation inspection.

Footing and foundation inspections shall be made after excavations for footings are complete and any required reinforcing steel is in place. For concrete foundations, any required forms shall be in place prior to inspection. Materials for the foundation shall be on the job, except where concrete is ready mixed in accordance with ASTM C 94, the concrete need not be on the job.

110.3.2 Concrete slab and under-floor inspection. Concrete slab and under-floor inspections shall be made after in-slab or under-floor reinforcing steel and building service equipment, conduit, piping accessories and other ancillary equipment items are in place, but before any concrete is placed or floor sheathing installed, including the subfloor.

110.3.3 Lowest floor elevation. In *flood hazard areas*, upon placement of the lowest floor, including the basement, and prior to further vertical construction, the elevation certification required in Section 1612.4 of the Florida Building Code, Building and Section R322 of the Florida Building Code, Residential, shall be submitted to the *building official*.

110.3.4 Frame inspection. Framing inspections shall be made after the roof deck or sheathing, all framing, *fireblocking* and bracing are in place and pipes, chimneys and vents to be concealed are complete and the rough electrical, plumbing, heating wires, pipes and ducts are *approved*.

110.3.5 Lath, gypsum board and gypsum panel product inspection. Lath, gypsum board and gypsum panel product inspections shall be made after lathing, gypsum board and gypsum panel products, interior and exterior, are in place, but before any plastering is applied or gypsum board and gypsum panel product joints and fasteners are taped and finished.

Exception: Gypsum board and gypsum panel products that are not part of a fire-resistance-rated assembly or a shear assembly.

110.3.6 Weather-exposed balcony and walking surface waterproofing. Where balcony or other elevated walking surfaces are exposed to water from direct or blowing rain or irrigation, and the structural framing is protected by an impervious moisture barrier, all elements of the impervious-moisture-barrier system shall not be concealed until inspected and *approved*.

110.3.7 Fire and smoke-resistant penetrations. Protection of joints and penetrations in *fire-resistance-rated* assemblies, *smoke barriers* and smoke partitions shall not be concealed from view until inspected and *approved*.

110.3.8 Energy efficiency inspections. Inspections shall be made to determine compliance with *FBC, Energy Conservation* and confirm with the *approved* energy code submittal (by appropriate trade) and corresponding mandatory requirements and shall include, but not be limited to, inspections for: corresponding envelope insulation R- and U-values, fenestration U-value, and Solar Heat Gain Coefficient, duct system R-value, and HVAC, lighting, electrical and water-heating equipment efficiency.

110.3.9 Other inspections. In addition to the inspections specified in Sections 110.3 through 110.3.8, the *building official* is authorized to make or require other inspections of any construction work to ascertain compliance with the provisions of this code and other laws that are enforced by the department of building safety.

110.3.10 Special inspections. See section 110.10 of this code.

110.3.11 Final inspection. The final inspection shall be made after all work required by the building *permit* is completed.

110.3.11.1 Flood hazard documentation.

If located in a *flood hazard area*, documentation as required in Section 1612.5 of the Florida Building Code, Building; or Section R322 of the Florida Building Code, Residential, shall be submitted to the *building official* prior to the final inspection.

110.3.11.2 Commercial Energy Code documentation. If required by energy code path submittal, confirmation that commissioning result requirements have been received by building owner.

110.3.11.3 Residential Energy Code documentation. If required by energy code path submittal (R405), confirmation that the envelope and duct test requirements shall be received by *building official*.

110.3.12 Termites. Building components and building surroundings required to be protected from termite damage in accordance with Section 1503.7, Section 2304.12.9 or Section 2304.12.4, specifically required to be inspected for termites in accordance with Section 2114, or required to have chemical soil treatment in accordance with Section 1816 shall not be covered or concealed until the release from the *building official* has been received.

110.3.13 Impact-resistant coverings or systems. Where impact-resistant coverings or systems are installed to meet requirements of this code, the *building official* shall schedule adequate inspections of impact-resistant coverings or systems to determine the following:

1. The system indicated on the plans was installed.
2. The system is installed in accordance with the manufacturer's installation instructions and the product approval.

110.4 Inspection agencies. The *building official* is authorized to accept reports of *approved* inspection agencies, provided such agencies satisfy the requirements as to qualifications and reliability.

110.5 Inspection requests. It shall be the duty of the holder of the building *permit* or their duly authorized agent to notify the *building official* when work is ready for inspection. It shall be the duty of the *permit* holder to provide access to and means for inspections of such work that are required by this code.

110.6 Approval required. Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the *building official*. The *building official*, upon notification, shall make the requested inspections and shall either indicate the portion of the construction that is satisfactory as completed, or notify the *permit* holder or his or her agent wherein the same fails to comply with this code. Any portions that do not comply shall be corrected and such portion shall not be covered or concealed until authorized by the *building official*.

110.7 Shoring. For threshold buildings, shoring and associated formwork or falsework shall be designed and inspected by a Florida licensed professional engineer prior to any required mandatory inspections by the threshold building inspector.

110.8 Threshold building.

110.8.1 During new construction or during repair or restoration projects in which the structural system or structural loading of a building is being modified, the enforcing agency shall require a special inspector to perform structural inspections on a threshold building pursuant to a structural inspection plan prepared by the engineer or architect of record. The structural inspection plan must be submitted to the enforcing agency prior to the issuance of a building *permit* for the construction of a threshold building. The purpose of the structural inspection plans is to provide specific inspection procedures and schedules so that the building can be adequately inspected for compliance with the permitted documents. The special inspector may not serve as a surrogate in carrying out the responsibilities of the *building official*, the architect, or the engineer of record. The contractor's contractual or statutory obligations are not relieved by any action of the special inspector.

110.8.2 The special inspector shall determine that a professional engineer who specializes in shoring design has inspected the shoring and reshoring for conformance with the shoring and reshoring plans submitted to the enforcing agency. A fee simple title owner of a building, which does not meet the minimum size, height,

occupancy, occupancy classification, or number-of-stories criteria which would result in classification as a threshold building under s. 553.71(7), *Florida Statutes* may designate such building as a threshold building, subject to more than the minimum number of inspections required by the *Florida Building Code*.

110.8.3 The fee owner of a threshold building shall select and pay all costs of employing a special inspector, but the special inspector shall be responsible to the enforcement agency. The inspector shall be a person certified, licensed or registered under Chapter 471, *Florida Statutes*, as an engineer or under Chapter 481, *Florida Statutes*, as an architect.

110.8.4 Each enforcement agency shall require that, on every threshold building:

110.8.4.1 The special inspector, upon completion of the building and prior to the issuance of a certificate of occupancy, file a signed and sealed statement with the enforcement agency in substantially the following form: "To the best of my knowledge and belief, the above-described construction of all structural load-bearing components complies with the permitted documents, and the shoring and reshoring conforms to the shoring and reshoring plans submitted to the enforcement agency."

110.8.4.2 Any proposal to install an alternate structural product or system to which building codes apply be submitted to the enforcement agency for review for compliance with the codes and made part of the enforcement agency's recorded set of *permit* documents.

110.8.4.3 All shoring and reshoring procedures, plans and details be submitted to the enforcement agency for recordkeeping. Each shoring and reshoring installation shall be supervised, inspected and certified to be in compliance with the shoring documents by the contractor.

110.8.4.4 All plans for the building which are required to be signed and sealed by the architect or engineer of record contain a statement that, to the best of the architect's or engineer's knowledge, the plans and specifications comply with the applicable minimum building codes and the applicable fire-safety standards as determined by the local authority in accordance with this section and Chapter 633, *Florida Statutes*.

110.8.5 No enforcing agency may issue a building *permit* for construction of any threshold building except to a licensed general contractor, as defined in Section 489.105(3)(a), *Florida Statutes*, or to a licensed building contractor, as defined in Section 489.105(3)(b), *Florida Statutes*, within the scope of her or his license. The named contractor to whom the building *permit* is issued shall have the responsibility for supervision, direction, management and control of the construction activities on the project for which the building *permit* was issued.

110.8.6 The building department may allow a special inspector to conduct the minimum structural inspection of threshold buildings required by this code, Section 553.73, *Florida Statutes*, without duplicative inspection by the building department. The *building official* is responsible for ensuring that any person conducting inspections is qualified as a building inspector under Part XII of Chapter 468, *Florida Statutes*, or certified as a special inspector under Chapter 471 or 481, *Florida Statutes*. Inspections of threshold buildings required by Section 553.79(5), *Florida Statutes*, are in addition to the minimum inspections required by this code.

110.9 Mandatory structural inspections for condominium and cooperative buildings.

110.9.1 General. The Legislature finds that maintaining the structural integrity of a building throughout the life of the building is of paramount importance in order to ensure that buildings are structurally sound so as to not pose a threat to the public health, safety, or welfare. As such, the Legislature finds that the imposition of a statewide structural inspection program for aging condominium and cooperative buildings in this state is necessary to ensure that such buildings are safe for continued use.

110.9.2. As used in this section, the terms:

(a) "Milestone inspection" means a structural inspection of a building, including an inspection of load-bearing elements and the primary structural members and primary structural systems as those terms are defined in s. 627.706, *Florida Statutes*, by an architect licensed under chapter 481 or engineer licensed under chapter 471 authorized to practice in this state for the purposes of attesting to the life safety and adequacy of the structural components of the building and, to the extent reasonably possible, determining the general structural condition of the building as it affects the safety of such building, including a determination of any necessary maintenance, repair, or replacement of any structural component of the building. The purpose of

such inspection is not to determine if the condition of an existing building is in compliance with the Florida Building Code or the fire safety code. The milestone inspection services may be provided by a team of professionals with an architect or engineer acting as a registered design professional in responsible charge with all work and reports signed and sealed by the appropriate qualified team member.

(b) “Substantial structural deterioration” means substantial structural distress or substantial structural weakness that negatively affects a building’s general structural condition and integrity. The term does not include surface imperfections such as cracks, distortion, sagging, deflections, misalignment, signs of leakage, or peeling of finishes unless the licensed engineer or architect performing the phase one or phase two inspection determines that such surface imperfections are a sign of substantial structural deterioration.

110.9.3. (a) An owner or owners of a building that is three stories or more in height as determined by the Florida Building Code and that is subject, in whole or in part, to the condominium or cooperative form of ownership as a residential condominium under chapter 718, Florida Statutes, or a residential cooperative under chapter 719, Florida Statutes, must have a milestone inspection performed by December 31 of the year in which the building reaches 30 years of age, based on the date the certificate of occupancy for the building was issued, and every 10 years thereafter. If a building reached 30 years of age before July 1, 2022, the building’s initial milestone inspection must be performed before December 31, 2024. If a building reaches 30 years of age on or after July 1, 2022, and before December 31, 2024, the building’s initial milestone inspection must be performed before December 31, 2025. If the date of issuance for the certificate of occupancy is not available, the date of issuance of the building’s certificate of occupancy shall be the date of occupancy evidenced in any record of the local building official.

(b) The local enforcement agency may determine that local circumstances, including environmental conditions such as proximity to salt water as defined in s. 379.101, require that a milestone inspection must be performed by December 31 of the year in which the building reaches 25 years of age, based on the date the certificate of occupancy for the building was issued, and every 10 years thereafter.

(c) The local enforcement agency may extend the date by which a building’s initial milestone inspection must be completed upon a showing of good cause by the owner or owners of the building that the inspection cannot be timely completed if the owner or owners have entered into a contract with an architect or engineer to perform the milestone inspection and the inspection cannot reasonably be completed before the deadline or other circumstance to justify an extension.

(d) The local enforcement agency may accept an inspection report prepared by a licensed engineer or architect for a structural integrity and condition inspection of a building performed before July 1, 2022, if the inspection and report substantially comply with the requirements of this section. Notwithstanding when such inspection was completed, the condominium or cooperative association must comply with the unit owner notice requirements in Section 110.9.9. The inspection for which an inspection report is accepted by the local enforcement agency under this paragraph is deemed a milestone inspection for the applicable requirements in chapters 718 and 719. If a previous inspection and report is accepted by the local enforcement agency under this paragraph, the deadline for the building’s subsequent 10-year milestone inspection is based on the date of the accepted previous inspection.

110.9.4. The milestone inspection report must be arranged by a condominium or cooperative association and any owner of any portion of the building which is not subject to the condominium or cooperative form of ownership. The condominium association or cooperative association and any owner of any portion of the building which is not subject to the condominium or cooperative form of ownership are each responsible for ensuring compliance with the requirements of this section. The condominium association or cooperative association is responsible for all costs associated with the milestone inspection attributable to the portions of a building which the association is responsible to maintain under the governing documents of the association. This section does not apply to a single-family, two-family, or three-family dwelling with three or fewer habitable stories above ground.

110.9.5. Upon determining that a building must have a milestone inspection, the local enforcement agency must provide written notice of such required inspection to the condominium association or cooperative association and any owner of any portion of the building which is not subject to the

condominium or cooperative form of ownership, as applicable, by certified mail, return receipt requested. The condominium or cooperative association must notify the unit owners of the required milestone inspection within 14 days after receipt of the written notice from the local enforcement agency and provide the date that the milestone inspection must be completed. Such notice may be given by electronic submission to unit owners who consent to receive notice by electronic submission or by posting on the association's website.

110.9.6. Phase one of the milestone inspection must be completed within 180 days after the owner or owners of the building receive the written notice under Section 110.9.5. For purposes of this section, completion of phase one of the milestone inspection means the licensed engineer or architect who performed the phase one inspection submitted the inspection report by e-mail, United States Postal Service, or commercial delivery service to the local enforcement agency.

110.9.7. A milestone inspection consists of two phases:

110.9.7.1. For phase one of the milestone inspection, a licensed architect or engineer authorized to practice in this state shall perform a visual examination of habitable and nonhabitable areas of a building, including the major structural components of a building, and provide a qualitative assessment of the structural conditions of the building. If the architect or engineer finds no signs of substantial structural deterioration to any building components under visual examination, phase two of the inspection, as provided in Section 110.9.7.2, is not required. An architect or engineer who completes a phase one milestone inspection shall prepare and submit an inspection report pursuant to Section 110.9.8.

110.9.7.2. A phase two of the milestone inspection must be performed if any substantial structural deterioration is identified during phase one. A phase two inspection may involve destructive or nondestructive testing at the inspector's direction. The inspection may be as extensive or as limited as necessary to fully assess areas of structural distress in order to confirm that the building is structurally sound and safe for its intended use and to recommend a program for fully assessing and repairing distressed and damaged portions of the building. When determining testing locations, the inspector must give preference to locations that are the least disruptive and most easily repairable while still being representative of the structure. If a phase two inspection is required, within 180 days after submitting a phase one inspection report the architect or engineer performing the phase two inspection must submit a phase two progress report to the local enforcement agency with a timeline for completion of the phase two inspection. An inspector who completes a phase two milestone inspection shall prepare and submit an inspection report pursuant to Section 110.9.8.

110.9.8. Upon completion of a phase one or phase two milestone inspection, the architect or engineer who performed the inspection must submit a sealed copy of the inspection report with a separate summary of, at minimum, the material findings and recommendations in the inspection report to the condominium association or cooperative association, to any other owner of any portion of the building which is not subject to the condominium or cooperative form of ownership, and to the *building official* of the local government which has jurisdiction. The inspection report must, at a minimum, meet all of the following criteria:

- (a) Bear the seal and signature, or the electronic signature, of the licensed engineer or architect who performed the inspection.
- (b) Indicate the manner and type of inspection forming the basis for the inspection report.
- (c) Identify any substantial structural deterioration, within a reasonable professional probability based on the scope of the inspection, describe the extent of such deterioration, and identify any recommended repairs for such deterioration.
- (d) State whether unsafe or dangerous conditions, as those terms are defined in the Florida Building Code, were observed.
- (e) Recommend any remedial or preventive repair for any items that are damaged but are not substantial structural deterioration.
- (f) Identify and describe any items requiring further inspection.

110.9.9. Within 45 days after receiving the applicable inspection report, the condominium or cooperative association must distribute a copy of the inspector-prepared summary of the inspection report to each condominium unit owner or cooperative unit owner, regardless of the findings or recommendations in the report, by United States mail or personal delivery at the mailing address, property address, or any other address of the owner provided to fulfill the association's notice requirements under chapter 718 or chapter 719, as applicable, and by electronic transmission to the e-mail address or facsimile number provided to fulfill the association's notice requirements to unit owners who previously consented to received notice by electronic transmission; must post a copy of the inspector-prepared summary in a conspicuous place on the condominium or cooperative property; and must publish the full report and inspector-prepared summary on the association's website, if the association is required to have a website.

110.9.10. A local enforcement agency may prescribe timelines and penalties with respect to compliance with this section.

110.9.11. A board of county commissioners or municipal governing body may adopt an ordinance requiring that a condominium or cooperative association and any other owner that is subject to this section schedule or commence repairs for substantial structural deterioration within a specified timeframe after the local enforcement agency receives a phase two inspection report; however, such repairs must be commenced within 365 days after receiving such report. If an owner of the building fails to submit proof to the local enforcement agency that repairs have been scheduled or have commenced for substantial structural deterioration identified in a phase two inspection report within the required timeframe, the local enforcement agency must review and determine if the building is unsafe for human occupancy.

110.10 Special Building Inspector.

110.10.1 The Building Official may require the owner to employ a special inspector for the inspection of the structural framework, or any part thereof, as herein required:

110.10.1.1 Buildings or structures or part thereof of unusual size, height, design or method of construction and critical structural connections.

1. Placement of Piling.
2. Windows, glass doors, external protection devices and curtain walls on buildings when such systems are over two (2) stories in height
3. The method or pace of construction requires continuous inspection.
4. In the opinion of the Building Official, any other additional inspections that are required.

110.10.2 The Building Official shall require the owner to employ a special building inspector for the inspections herein required:

110.10.2.1 Precast Concrete Units.

110.10.2.2 Reinforced unit masonry above two (2) stories

110.10.2.3 Steel Connections – bolt torquing and welding

110.10.2.4 Metal Building Systems over two (2) stories

110.10.2.5 Smoke Control Systems.

110.10.2.6 Tilt Up Wall Panel System Reinforcement and Connection

110.10.2.7 Soil Compaction and any other requirement of the Geotechnical Report

110.10.2.8 Compound Floor Systems

110.10.3 The person employed by the owner as a Special Building Inspector shall be subject to verification of qualifications by the Building Official.

110.10.4 The Building Official shall require that the Architect or Engineer of record submit an inspection plan which shall specify the scope and nature of inspections to be performed. The special building inspector or their authorized representative shall make all inspections in accordance with the approved inspection plan.

110.10.5 The special building inspector shall be an Architect or Engineer or their duly authorized representative. For projects utilizing a Private Provider as permitted by State of Florida Statutes, the provider may conduct special inspections if the provider offers these types of services.

Exception 1: Special building inspector for Smoke control systems shall meet the qualifications required in FBC 909.18.8.2.

110.10.6 The special building inspector shall be responsible for compliance with the applicable portions of the permitted construction documents as delineated in the special building inspection plan and shall submit inspection reports to the Building Official. Structural inspections performed by the special building inspector shall satisfy the requirements for mandatory inspections by the FBC.

110.10.7 At the completion of the work, the special building inspector shall submit a signed and sealed Certificate of Compliance to the Building Official, stating that the work was done, substantially in accordance with the applicable portions of the permitted construction documents as delineated in the special building inspection plan.

Exception: Reports for Smoke Control Systems shall comply with FBC 909.18.8.3 Reports, and FBC 909.18.8.3.1 Report filing.

SECTION 111 CERTIFICATE OF OCCUPANCY

111.1 Use and occupancy. A building or structure shall not be used or occupied, and a change in the existing use or occupancy classification of a building or structure or portion thereof shall not be made, until the *building official* has issued a certificate of occupancy therefor as provided herein. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction.

Exception: Certificates of occupancy are not required for work exempt from *permits* in accordance with Section 105.2.

111.2 Certificate issued. After the *building official* inspects the building or structure and does not find violations of the provisions of this code or other laws that are enforced by the department of building safety, the *building official* shall issue a certificate of occupancy that contains the following:

1. The building *permit* number.
2. The address of the structure.
3. The name and address of the *owner* or the owner's authorized agent.
4. A description of that portion of the structure for which the certificate is issued.
5. A statement that the described portion of the structure has been inspected for compliance with the requirements of this code for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.
6. For buildings and structures in *flood hazard areas*, a statement that documentation of the as-built lowest floor elevation has been provided and is retained in the records of the *building official*.
7. The name of the *building official*.
8. The edition of the code under which the *permit* was issued.
9. The use and occupancy, in accordance with the provisions of Chapter 3.
10. The type of construction as defined in Chapter 6.
11. The design *occupant load*.
12. If an *automatic sprinkler system* is provided, whether the sprinkler system is required.
13. Any special stipulations and conditions of the building *permit*.

111.3 Temporary occupancy. The *building official* is authorized to issue a temporary certificate of occupancy before the completion of the entire work covered by the *permit*, provided that such portion or portions shall be occupied safely. The *building official* shall set a time period during which the temporary certificate of occupancy is valid.

111.4 Revocation. The *building official* is authorized to, in writing, suspend or revoke a certificate of occupancy or completion issued under the provisions of this code wherever the certificate is issued in error, or on the basis of incorrect information supplied, or where it is determined that the building or structure or portion thereof is in violation of any ordinance or regulation or any of the provisions of this code.

111.5 Certificate of completion. A certificate of completion is proof that a structure or system is complete and for certain types of *permits* is released for use and may be connected to a utility system. This certificate does not grant authority to occupy a building, such as shell building, prior to the issuance of a certificate of occupancy.

SECTION 112 SERVICE UTILITIES

112.1 Connection of service utilities. A person shall not make connections from a utility, source of energy, fuel or power to any building or system that is regulated by this code for which a *permit* is required, until released by the *building official*.

112.2 Temporary connection. The *building official* shall have the authority to authorize the temporary connection of the building or system to the utility, source of energy, fuel or power.

112.3 Authority to disconnect service utilities. The *building official* shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this code and the referenced codes and standards set forth in Section 101.4 in case of emergency where necessary to eliminate an immediate hazard to life or property or where such utility connection has been made without the approval required by Section 112.1 or 112.2. The *building official* shall notify the serving utility, and wherever possible the *owner* and occupant of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnecting, the *owner* or occupant of the building, structure or service system shall be notified in writing, as soon as practical thereafter.

SECTION 113 BOARD OF APPEALS

113.1 General. Appeals relating to the Florida Building Code must be appealed to the Florida Building Commission.

SECTION 114 VIOLATIONS

114.1 Unlawful acts. It shall be unlawful for any person, firm or corporation to erect, construct, alter, extend, repair, move, remove, demolish or occupy any building, structure or equipment regulated by this code, or cause same to be done, in conflict with or in violation of any of the provisions of this code.

114.2 Notice of violation. The *building official* is authorized to serve a notice of violation or order on the person responsible for the erection, construction, *alteration*, extension, repair, moving, removal, demolition or occupancy of a building or structure in violation of the provisions of this code, or in violation of a *permit* or certificate issued under the provisions of this code. Such order shall direct the discontinuance of the illegal action or condition and the abatement of the violation.

114.3 Prosecution of violation. If the notice of violation is not complied with promptly, the *building official* is authorized to request the legal counsel of the jurisdiction to institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the building or structure in violation of the provisions of this code or of the order or direction made pursuant thereto.

114.4 Violation penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the *approved construction documents* or directive of the *building official*, or of a *permit* or certificate issued under the

provisions of this code, shall be subject to penalties as prescribed by law.

SECTION 115 STOP WORK ORDER

115.1 Authority. Where the *building official* finds any work regulated by this code being performed in a manner either contrary to the provisions of this code or dangerous or unsafe, the *building official* is authorized to issue a stop work order.

115.2 Issuance. The stop work order shall be in writing and shall be given to the *owner* of the property involved, the owner's authorized agent or the person performing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work will be permitted to resume.

115.3 Unlawful continuance. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties as prescribed by law.

SECTION 116 UNSAFE STRUCTURES AND EQUIPMENT

116.1 Conditions. Structures or existing equipment that are or hereafter become unsafe, insanitary or deficient because of inadequate *means of egress* facilities, inadequate light and ventilation, or which constitute a fire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance, shall be deemed an unsafe condition. Unsafe structures shall be taken down and removed or made safe, as the *building official* deems necessary and as provided for in this section. A vacant structure that is not secured against entry shall be deemed unsafe.

116.2 Record. The *building official* shall cause a report to be filed on an unsafe condition. The report shall state the occupancy of the structure and the nature of the unsafe condition.

116.3 Notice. If an unsafe condition is found, the *building official* shall serve on the owner, agent or person in control of the structure, a written notice that describes the condition deemed unsafe and specifies the required repairs or improvements to be made to abate the unsafe condition, or that requires the unsafe structure to be demolished within a stipulated time. Such notice shall require the person thus notified to declare immediately to the *building official* acceptance or rejection of the terms of the order.

116.4 Method of service. Such notice shall be deemed properly served if a copy thereof is (a) delivered to the owner personally; (b) sent by certified or registered mail addressed to the owner at the last known address with the return receipt requested; or (c) delivered in any other manner as prescribed by local law. If the certified or registered letter is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice. Service of such notice in the foregoing manner upon the owner's agent or upon the person responsible for the structure shall constitute service of notice upon the owner.

116.5 Restoration. Where the structure or equipment determined to be unsafe by the *building official* is restored to a safe condition, to the extent that repairs, *alterations* or *additions* are made or a change of occupancy occurs during the restoration of the structure, such *repairs, alterations, additions* and change of occupancy shall comply with the requirements of Section 105.2.2 and the *Florida Building Code, Existing Building*.

SECTION 117 VARIANCES IN FLOOD HAZARD AREAS

117.1 Flood hazard areas. Pursuant to Section 553.73(5), *Florida Statutes*, the variance procedures adopted in the local flood plain management ordinance shall apply to requests submitted to the *building official* for variances to the provisions of Section 1612.4 of the *Florida Building Code, Building* or, as applicable, the provisions of Section R322 of the *Florida Building Code, Residential*. This section shall not apply to Section 3109 of the *Florida Building Code, Building*.

210.52 Dwelling Unit Receptacle Outlets.

This section provides requirements for 125-volt, 15- and 20-ampere receptacle outlets. The receptacles required by this section shall be in addition to any receptacle that is as follows:

- (1) Part of a luminaire or appliance, or
- (2) Controlled by a listed wall-mounted control device in accordance with 210.70(A)(1), Exception No. 1, or
- (3) Located within cabinets or cupboards, or
- (4) Located more than 1.7 m (5½ ft) above the floor.

Permanently installed electric baseboard heaters equipped with factory-installed receptacle outlets or outlets provided as a separate assembly by the manufacturer shall be permitted as the required outlet or outlets for the wall space utilized by such permanently installed heaters. Such receptacle outlets shall not be connected to the heater circuits.

Informational Note: Listed baseboard heaters include instructions that may not permit their installation below receptacle outlets.

(A) General Provisions.

In every kitchen, family room, dining room, living room, parlor, library, den, sunroom, bedroom, recreation room, or similar room or area of dwelling units, receptacle outlets shall be installed in accordance with the general provisions specified in 210.52(A)(1) through (A)(4).

(1) Spacing.

Receptacles shall be installed such that no point measured horizontally along the floor line of any wall space is more than 1.8 m (6 ft) from a receptacle outlet.

(2) Wall Space.

As used in this section, a wall space shall include the following:

- (1) Any space 600 mm (2 ft) or more in width (including space measured around corners) and unbroken along the floor line by doorways and similar openings, fireplaces, stationary appliances, and fixed cabinets that do not have countertops or similar work surfaces.
- (2) The space occupied by fixed panels in walls, excluding sliding panels.
- (3) The space afforded by fixed room dividers, such as freestanding bar-type counters or railings.

(3) Floor Receptacles.

Receptacle outlets in or on floors shall not be counted as part of the required number of receptacle outlets unless located within 450 mm (18 in.) of the wall.

(4) Countertop and Similar Work Surface Receptacle Outlets.

Receptacles installed for countertop and similar work surfaces as specified in 210.52(C) shall not be considered as the receptacle outlets required by 210.52(A).

(B) Small Appliances.

(1) Receptacle Outlets Served.

In the kitchen, pantry, breakfast room, dining room, or similar area of a dwelling unit, the two or more 20-ampere small-appliance branch circuits required by 210.11(C)(1) shall serve all wall and floor receptacle outlets covered by 210.52(A), all countertop outlets covered by 210.52(C), and receptacle outlets for refrigeration equipment.

Exception No. 1: In addition to the required receptacles specified by 210.52, switched receptacles supplied from a general-purpose 15- or 20-ampere branch circuit shall be permitted in accordance with 210.70(A)(1), Exception No. 1.

Exception No. 2: In addition to the required receptacles specified by 210.52, a receptacle outlet to serve a specific appliance shall be permitted to be supplied from an individual branch circuit rated 15 amperes or greater.

(2) No Other Outlets.

The two or more small-appliance branch circuits specified in 210.52(B)(1) shall have no other outlets.

Exception No. 1: A receptacle installed solely for the electrical supply to and support of an electric clock in any of the rooms specified in 210.52(B)(1) shall be permitted to be served by a small-appliance branch circuit.

Exception No. 2: Receptacles installed to provide power for supplemental equipment and lighting on gas-fired ranges, ovens, or counter-mounted cooking units shall be permitted to be served by a small-appliance branch circuit.

(3) Kitchen Receptacle Requirements.

Receptacles installed in a kitchen to serve countertop surfaces shall be supplied by not fewer than two small-appliance branch circuits, either or both of which shall also be permitted to supply receptacle outlets in the same kitchen and in other rooms specified in 210.52(B)(1). Additional small-appliance branch circuits shall be permitted to supply receptacle outlets in the

kitchen and other rooms specified in **210.52(B)(1)**. No small-appliance branch circuit shall serve more than one kitchen.

(C) Countertops and Work Surfaces.

In kitchens, pantries, breakfast rooms, dining rooms, and similar areas of dwelling units, receptacle outlets for countertop and work surfaces that are 300 mm (12 in.) or wider shall be installed in accordance with **210.52(C)(1)** through (C)(3) and shall not be considered as the receptacle outlets required by **210.52(A)**.

For the purposes of this section, where using multioutlet assemblies, each 300 mm (12 in.) of multioutlet assembly containing two or more receptacles installed in individual or continuous lengths shall be considered to be one receptacle outlet.

(1) Wall Spaces.

Receptacle outlets shall be installed so that no point along the wall line is more than 600 mm (24 in.) measured horizontally from a receptacle outlet in that space. The location of the receptacles shall be in accordance with **210.52(C)(3)**.

*Exception No. 1: Receptacle outlets shall not be required directly behind a range, counter-mounted cooking unit, or sink in the installation described in **Figure 210.52(C)(1)**.*

*Exception No. 2: Where a required receptacle outlet cannot be installed in the wall areas shown in **Figure 210.52(C)(1)**, the receptacle outlet shall be permitted to be installed as close as practicable to the countertop area to be served. The total number of receptacle outlets serving the countertop shall not be less than the number needed to satisfy **210.52(C)(1)**. These outlets shall be located in accordance with **210.52(C)(3)**.*

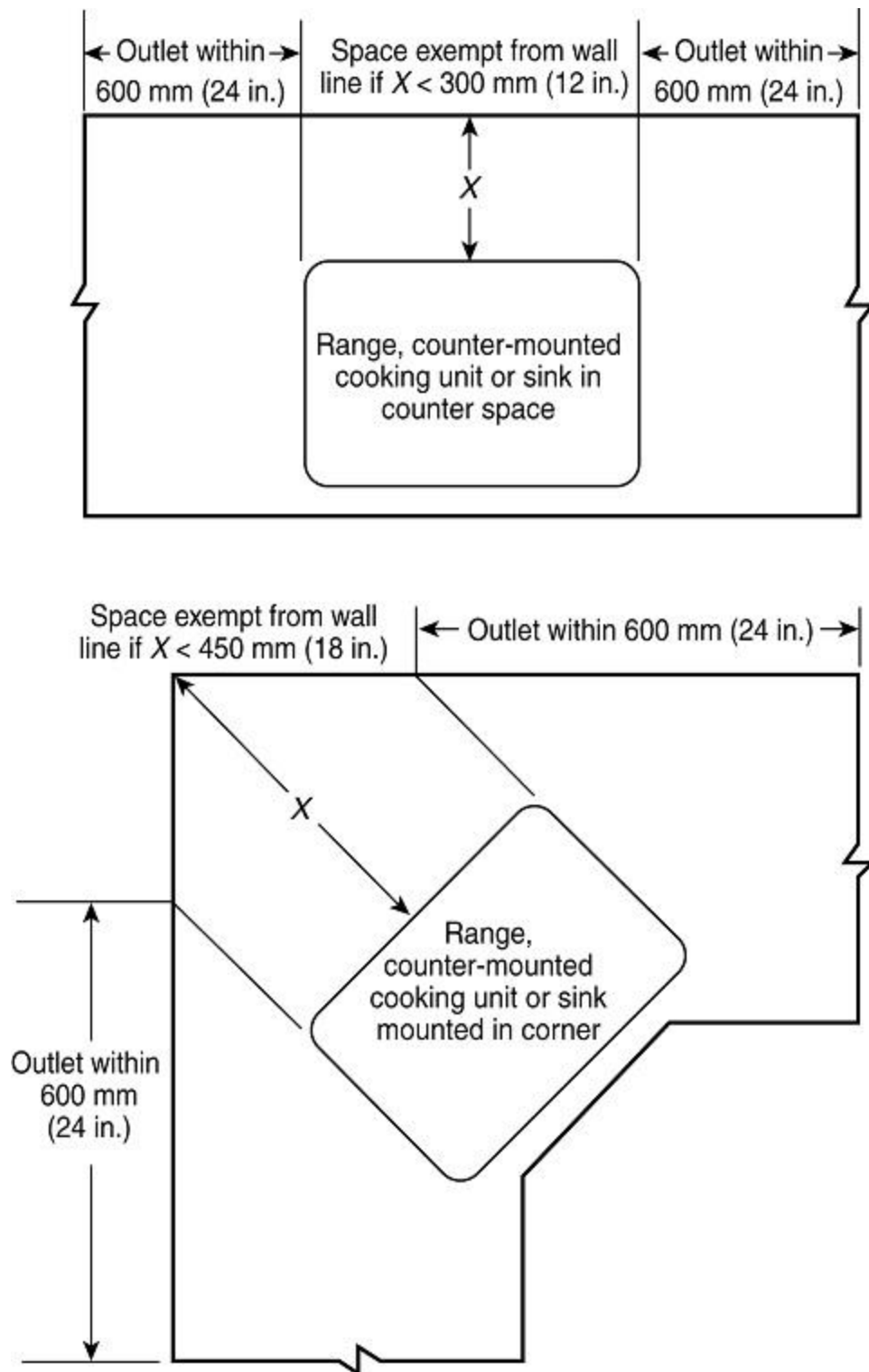


Figure 210.52(C)(1) Determination of Area Behind a Range, Counter-Mounted Cooking Unit, or Sink.

(2) Island and Peninsular Countertops and Work Surfaces.

Receptacle outlets, if installed to serve an island or peninsular countertop or work surface, shall be installed in accordance with **210.52(C)(3)**. If a receptacle outlet is not provided to serve an island or peninsular countertop or work surface, provisions shall be provided at the island or peninsula for future addition of a receptacle outlet to serve the island or peninsular countertop or work surface.

(3) Receptacle Outlet Location.

Receptacle outlets shall be located in one or more of the following:

- (1) On or above, but not more than 500 mm (20 in.) above, a countertop or work surface
- (2) In a countertop using receptacle outlet assemblies listed for use in countertops
- (3) In a work surface using receptacle outlet assemblies listed for use in work surfaces or listed for use in countertops

Receptacle outlets rendered not readily accessible by appliances fastened in place, appliance garages, sinks, or rangetops as covered in **210.52(C)(1)**, Exception No. 1, or appliances occupying assigned spaces shall not be considered as these required outlets.

Informational Note No. 1: See **406.5(E)** for installation of receptacles in countertops and **406.5(F)** for installation of receptacles in work surfaces. See **380.10** for installation of multioutlet assemblies.

Informational Note No. 2: See Informative Annex J and ANSI/ICC A117.1-2009, *Standard on Accessible and Usable Buildings and Facilities*, for additional information.

(D) Bathrooms.

At least one receptacle outlet shall be installed in bathrooms within 900 mm (3 ft) of the outside edge of each sink. The receptacle outlet shall be located on a wall or partition that is adjacent to the sink or sink countertop, located on the countertop, or installed on the side or face of the sink cabinet. In no case shall the receptacle be located more than 300 mm (12 in.) below the top of the sink or sink countertop. Receptacle outlet assemblies listed for use in countertops shall be permitted to be installed in the countertop.

Informational Note: See **406.5(E)** and **406.5(G)** for requirements on installation of receptacles in countertops.

(E) Outdoor Outlets.

Outdoor receptacle outlets shall be installed in accordance with **210.52(E)(1)** through (E)(3).

(1) One-Family and Two-Family Dwellings.

For a one-family dwelling and each unit of a two-family dwelling that is at grade level, at least one receptacle outlet readily accessible from grade and not more than 2.0 m (6 1/2 ft) above grade level shall be installed at the front and back of the dwelling.

(2) Multifamily Dwellings.

For each dwelling unit of a multifamily dwelling where the dwelling unit is located at grade level and provided with individual exterior entrance/egress, at least one receptacle outlet readily accessible from grade and not more than 2.0 m (6 1/2 ft) above grade level shall be installed.

(3) Balconies, Decks, and Porches.

Balconies, decks, and porches that are within 102 mm (4 in.) horizontally of the dwelling unit shall have at least one receptacle outlet accessible from the balcony, deck, or porch. The receptacle outlet shall not be located more than 2.0 m (6 1/2 ft) above the balcony, deck, or porch walking surface.

(F) Laundry Areas.

In dwelling units, at least one receptacle outlet shall be installed in areas designated for the installation of laundry equipment.

Exception No. 1: A receptacle for laundry equipment shall not be required in a dwelling unit of a multifamily building where laundry facilities are provided on the premises for use by all building occupants.

Exception No. 2: A receptacle for laundry equipment shall not be required in other than one-family dwellings where laundry facilities are not to be installed or permitted.

(G) Basements, Garages, and Accessory Buildings.

For one- and two-family dwellings, and multifamily dwellings, at least one receptacle outlet shall be installed in the areas specified in **210.52(G)(1)** through (G)(3). These receptacles shall be in addition to receptacles required for specific equipment. Receptacles supplying only a permanently installed premises security system shall not be considered as meeting these requirements.

(1) Garages.

In each attached garage and in each detached garage with electric power, at least one receptacle outlet shall be installed in each vehicle bay and not more than 1.7 m (5½ ft) above the floor.

Exception: Garage spaces not attached to an individual dwelling unit of a multifamily dwelling shall not require a receptacle outlet in each vehicle bay.

(2) Accessory Buildings.

In each accessory building with electric power.

(3) Basements.

In each separate unfinished portion of a basement.

(H) Hallways.

In dwelling units, hallways of 3.0 m (10 ft) or more in length shall have at least one receptacle outlet.

As used in this subsection, the hallway length shall be considered the length along the centerline of the hallway without passing through a doorway.

(I) Foyers.

Foyers that are not part of a hallway in accordance with **210.52(H)** and that have an area that is greater than 5.6 m² (60 ft²) shall have a receptacle(s) located in each wall space 900 mm (3 ft) or more in width. Doorways, door-side windows that extend to the floor, and similar openings shall not be considered wall space.



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

DATE: 12/7/2023

RE: Consideration of the City's 2024-2025 federal legislative priorities.

In collaboration with the Alcalde & Fay, staff has identified the City's proposed 2024-2025 federal legislative priorities comprised of the most immediate and significant City projects and infrastructure needs. These priorities, if approved, will be presented and advocated for on behalf of the City to Congressman Posey and Senators Scott and Rubio as well as federal agencies and staff with whom the City's federal lobbying team, Alcade & Faye, will pursue collaboration and engagement.

Unlike the City's state legislative priorities which may be considered during a three-month state legislative session, the preliminary federal priorities assessment should also allow for shifts in appropriations environments which may occur while Congress is in session throughout the year and impact federal lobbying effort and focus. Council will be kept apprised of the status of all lobbying efforts with requests for additional authorization as needed and as funding is passed through our state agencies as formula and competitive funding opportunities.

Staff is requesting consideration for support for the following funding requests, which are critical to the City's transportation and environmental concerns, and one legislative request as part of the City's 2024-2025 federal legislative priorities.

FUNDING SUPPORT

St Johns Heritage Parkway Widening

Funding support in the amount of \$30 million for the construction of the four-lane widening of St. Johns Heritage Parkway (SJHP) from Malabar Road north to Emerson Road (northern city limits). This 3-mile stretch of roadway serves as a regional corridor providing alternative transportation access and a hurricane evacuation route for the southern portion of Brevard County. The Parkway also serves as an incident management corridor, diverting traffic from congested areas or accidents along Interstate 95. This stretch of the Parkway is currently two lanes and will serve existing and future residents, including 13 new development projects adding approximately 6,289 new residential units immediately west of and adjacent to the Parkway. The City will seek to apply for state and federal grant funds, where eligible, to advance this regionally critical road widening project. The estimated cost to widen SJHP also includes drainage improvements and a bridge structure over the C-1 canal.

During the 2023-2024 State legislative session, the City receive an appropriation of \$1.5 million towards the design and engineering, which is estimated to cost \$3.3 million. The design includes two additional travel lanes (one north, one south), bicycle paths, multi-use pedestrian paths, drainage, turn lanes, bus pullouts, traffic signals, and lighting.

The City has already acquired all necessary rights-of-way.

Turkey Creek Water Quality Improvement Projects

Funding support in the amount of \$4,780,484 for water quality improvement projects as recommended by the City's Turkey Creek Restoration Feasibility Study. The City will apply for funds under the Florida Clean Water Act Section 319(h) Grant, Save Our Indian River Lagoon (SOIRL) funding for all seven bioswale, pond, and baseflow improvement projects recommended by the Study. During the current and ongoing 2024-2025 State legislative session, the City has also sought funding appropriations in the amount of \$1.1 million, with a \$725,000 match from the City, for two projects contained within the Study: Baseflow improvement 1 and Pond Improvement 1.

Turkey Creek is a local tributary feeding into the Indian River Lagoon, an estuary of national importance. As a City with many recreational amenities and eco-tourism centered around the water, the health of Turkey Creek is important to the community and to the subsequent health of the Indian River Lagoon.

I-95 & Malabar Interchange Improvements

Funding support in the amount of \$500,000 for the design and engineering of three intersection improvements at Malabar Road and Interstate 95, which includes the design, survey, utility, and permit for the extension of an existing 2-lane northbound on-ramp, traffic analysis and design for traffic signal improvements to implement an overlap phase, allowing the southbound right-turn phase at the southbound off-ramp to run concurrently with the eastbound left-turn phase at the northbound on-ramp; and preliminary engineering and traffic study for the closure of a median on Malabar and modifying this median opening at San Filippo/Interchange Drive, at a minimum to restrict the eastbound left-turn movement.

The Florida Department of Transportation (FDOT) District 5 Traffic Operations commissioned an operational analysis prepared by Stanley Consultants, Inc. dated February 2023. The recommendations contained in the analysis included the above referenced improvements. At this time, FDOT has no funding to conduct the design and engineering, nor construction funds to implement the recommended improvements.

LEGISLATIVE SUPPORT

Opportunity Zone designation of 'the compound'

Support for designating one (1) new Opportunity Zone within Palm Bay city limits, specifically Census Tract 071348, which overlaps the area of the city referred to as 'the compound'. The U.S. Department of Treasury established the Opportunity Zone program to create an investment tool for economically distressed census tracts thereby generating economic development and jobs. Eligible census tracts were determined by the local municipalities and ultimately recommended by the Governor to designate as an Opportunity Zone. The City is requesting support to designate Census Tract 071348 as an Opportunity Zone to facilitate private capital investment and development of approximately 2,942 acres of vacant land.

REQUESTING DEPARTMENT:

City Manager's Office

FISCAL IMPACT:

If funding allocations are awarded to the City, this will result in an increase in revenues and will impact the operating accounts for the Public Works Department. Grant support could result in a required match; however, staff will bring back such grant awards and agreements for City Council consideration.

RECOMMENDATION:

Motion to approve the 2024-2025 federal legislative priorities; and authorize the Deputy Mayor to execute letters of support to Congressman Posey and Senators Rubio and Scott.



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Mariano Augello, Chief of Police

DATE: 12/7/2023

RE: Consideration of a grant agreement with the U.S. Department of Justice for the Fiscal Year 2023 Law Enforcement Agency De-Escalation Grants - Community Policing Development Solicitation (\$150,000).

In May 2023, the City Council approved the submission of a grant application for the Palm Bay Police Department to the U.S. Department of Justice's Office of Community Oriented Policing Services (COPS) Community Policing Development (CPD) De-Escalation Training Grant program. CPD funds may be used to develop the capacity of law enforcement to implement community policing strategies by providing guidance on promising practices through the development and testing of innovative strategies; building knowledge about effective practices and outcomes; and supporting new, creative approaches to preventing crime and promoting safe communities.

On November 2, 2023, the Palm Bay Police Department was awarded \$150,000 through the FY23 Law Enforcement Agency De-Escalation Grants -Community Policing Development under Award# 15JCOPS-23-GG-02551-PPSE. Grant funds will be utilized to implement an agency-wide comprehensive approach to de-escalation through training efforts including implicit bias and duty to intervene via a virtual reality (VR) training platform. This platform will be an added resource to our already established de-escalation training, such as Verbal Judo L.E.A.D.S (Law Enforcement Active De-escalations Strategies) and other dynamic scenario trainings. As an added benefit to the community-at-large, this platform will also be available to those agencies who use the Palm Bay Police Department's training facilities.

The award cycle for this grant is October 1, 2023, to September 30, 2025.

REQUESTING DEPARTMENT:

Police Department

FISCAL IMPACT:

The fiscal impact in FY 2024 is a revenue of \$150,000 in General Fund Account #001-0000-331-2005 for reimbursement of the purchase not previously budgeted within G/L Account# 001-5011-521-5403 (\$148,000) and GL Account# 001-5011-521-5206. Any overage for the purchase due to inflation will be funded from within the Police Department's FY 2024 operating budget.

RECOMMENDATION:

Motion to approve the agreement for the FY23 City of Palm Bay, FL De-Escalation Grant Award# 15JCOPS-23-GG-02551-PPSE and authorize the City Manager to electronically execute the agreement through the Just Grants portal.

ATTACHMENTS:

Description

City of Palm Bay Award_Package_15JCOPS-23-GG-02551-PPSE



Department of Justice (DOJ)

Office of Community Oriented Policing Services (COPS Office)

Washington, D.C. 20531

Name and Address of Recipient:	CITY OF PALM BAY 120 MALABAR ROAD SE
City, State and Zip:	PALM BAY, FL 32907
Recipient UEI:	YLJRVW6W1MF9
Project Title: FY23 City of Palm Bay, FL De-Escalation Grant	Award Number: 15JCOPS-23-GG-02551-PPSE
Solicitation Title: FY23 Law Enforcement Agency De-Escalation Grants -Community Policing Development Solicitation	
Federal Award Amount: \$150,000.00	Federal Award Date: 11/2/23
Awarding Agency:	Office of Community Oriented Policing Services
Funding Instrument Type:	Grant
Opportunity Category: D	
Assistance Listing: 16.710 - Public Safety Partnership and Community Policing Grants	
Project Period Start Date: 10/1/23	Project Period End Date: 9/30/25
Budget Period Start Date: 10/1/23	Budget Period End Date: 9/30/25
Project Description: Through this grant, the Palm Bay Police Department will use a Virtual Reality (VR) Training Platform system as an added resource to our already established de-escalation training such as Verbal Judo. L.E.A.D.S (Law Enforcement Active De-escalations Strategies and other dynamic scenario training. This VR platform will allow for a better training environment with more realistic applications based on the situation being played through the simulation with the training officer being able to actively engage in an omnipresent way to evaluate and coach each officer through the scenario allowing them to actively use the skill they have learned through other de-escalation, use of force and duty to intervene classroom training. The Palm Bay Police Department also hosts the second largest training facility in the county where local, state, and federal agencies come to for their training needs. This system will be an added training environment that multiple agencies will have access to. This will not only benefit our community with the consistency of training on de-escalation topics but encourage other agencies to participate in this as well, improving the mindful response of officers outside of our jurisdictional borders.	

Award Letter

November 2, 2023

Dear Mariano Augello,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Community Oriented Policing Services (the COPS Office) has approved the application submitted by CITY OF PALM BAY for an award under the funding opportunity entitled 2023 FY23 Law Enforcement Agency De-Escalation Grants -Community Policing Development Solicitation. The approved award amount is \$150,000.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by the COPS Office, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

HUGH CLEMENTS

COPS Director

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria.

These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

CITY OF PALM BAY

UEI

YLJRVW6W1MF9

ORI Number

FL00512

Street 1

120 MALABAR ROAD SE

Street 2

City

PALM BAY

State/U.S. Territory

Florida

Zip/Postal Code

32907

Country

United States

County/Parish

Province

Award Details

Federal Award Date

11/2/23

Award Type

Initial

Award Number

15JCOPS-23-GG-02551-PPSE

Supplement Number

00

Federal Award Amount

\$150,000.00

Funding Instrument Type

Grant

Assistance Listing Number	Assistance Listings Program Title
16.710	Public Safety Partnership and Community Policing Grants
Statutory Authority	
The Public Safety Partnership and Community Policing Act of 1994, 34 U.S.C. § 10381 et seq	
<p>[]</p> <p><i>I have read and understand the information presented in this section of the Federal Award Instrument.</i></p>	
Project Information	
This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.	
Solicitation Title	Awarding Agency
2023 FY23 Law Enforcement Agency De-Escalation Grants -Community Policing Development Solicitation	COPS
Application Number	
GRANT13880362	
Grant Manager Name	
TOINETTE MORGAN	
Phone Number	
202-616-7174	
E-mail Address	
TONI.MORGAN-WHEELER@USDOJ.GOV	
Project Title	
FY23 City of Palm Bay, FL De-Escalation Grant	
Performance Period Start Date	Performance Period End Date
10/01/2023	09/30/2025
Budget Period Start Date	Budget Period End Date
10/01/2023	09/30/2025
Project Description	
<p>Through this grant, the Palm Bay Police Department will use a Virtual Reality (VR) Training Platform system as an added resource to our already established de-escalation training such as Verbal Judo. L.E.A.D.S (Law Enforcement Active De-escalations Strategies and other dynamic scenario training. This VR platform will allow for a better training environment with more realistic applications based on the situation being played through the simulation with the training officer being able to actively engage in an omnipresent way to evaluate and coach each officer through the scenario allowing them to actively use the skill they have learned through other de-escalation, use of force and duty to</p>	

intervene classroom training. The Palm Bay Police Department also hosts the second largest training facility in the county where local, state, and federal agencies come to for their training needs. This system will be an added training environment that multiple agencies will have access to. This will not only benefit our community with the consistency of training on de-escalation topics but encourage other agencies to participate in this as well, improving the mindful response of officers outside of our jurisdictional borders.

[]

I have read and understand the information presented in this section of the Federal Award Instrument.

Other Award Documents

[]

I have read and understand the information presented in this section of the Federal Award Instrument.

No other award documents have been added.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1

Reporting Subawards and Executive Compensation

The recipient agrees to comply with the following requirements of 2 C.F.R. Part 170, Appendix A to Part 170 – Award Term:

I. Reporting Subawards and Executive Compensation

a. Reporting of first-tier subawards.

Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).

2. Where and when to report.

i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting total compensation of recipient executives for non-Federal entities.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 CFR 170.320;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at <https://www.sam.gov>.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions.

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
2. Non-Federal entity means all of the following, as defined in 2 CFR part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization; and,
 - iv. A domestic or foreign for-profit organization
3. Executive means officers, managing partners, or any other employees in management positions.
4. Subaward:
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
5. Subrecipient means a non-Federal entity or Federal agency that:
 - i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
6. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

2

Restrictions on Internal Confidentiality Agreements: No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts the lawful reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. Consolidated Appropriations Act, 2023, Public Law 117-328, Division E, Title VII, Section 742.

3

Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and COPS Office authority to terminate award): The recipient and subrecipient agree to comply with the requirements in 2 C.F.R. § 175.15(b) – Award Term:

- I. Trafficking in persons.
 - a. Provisions applicable to a recipient that is a private entity.
 1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
 2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - A. Associated with performance under this award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to

an organization that are provided in 2CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by DOJ at 2 C.F.R. Part 2867.

b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—

i. Associated with performance under this award; or

ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by DOJ at 2 C.F.R. Part 2867.

c. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended 22 U.S.C. 7104(g), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. "Employee" means either:

i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

4

Duplicative Funding: The recipient understands and agrees to notify the COPS Office if it receives, from any other source, funding for the same item or service also funded under this award.

5

Termination: Recipient understands and agrees that the COPS Office may terminate funding, in whole or in part, for the following reasons:

(1) When the recipient fails to comply with the terms and conditions of a Federal award.

(2) When an award no longer effectuates the program goals or agency priorities, to the extent such termination is authorized by law.

(3) When the recipient agrees to the termination and termination conditions.

(4) When the recipient provides the COPS Office written notification requesting termination including the reasons, effective date, and the portion of the award to be terminated. The COPS Office may terminate the entire award if the remaining portion will not accomplish the purposes of the award.

(5) Pursuant to any other termination provisions included in the award.

2. C.F.R. § 200.340.

6

Award Owner's Manual: The recipient agrees to comply with the terms and conditions in the applicable 2023 COPS Office Program Award Owner's Manual; DOJ Grants Financial Guide; COPS Office statute (34 U.S.C. § 10381, et seq.) as applicable; Students, Teachers, and Officers Preventing (STOP) School Violence Act of 2018 (34 U.S.C. § 10551, et seq.) as applicable; the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101; 48 C.F.R. Part 31 (FAR Part 31) as applicable (Contract Cost Principles and Procedures); the Cooperative Agreement as applicable; representations made in the application; and all other applicable program requirements, laws, orders, regulations, or circulars.

Failure to comply with one or more award requirements may result in remedial action including, but not limited to, withholding award funds, disallowing costs, suspending, or terminating the award, or other legal action as appropriate.

Should any provision of an award condition be deemed invalid or unenforceable by its terms, that provision will be applied to give it the maximum effect permitted by law. Should the provision be deemed invalid or unenforceable in its entirety, such provision will be severed from this award.

7

Authorized Representative Responsibility: The recipient understands that, in accepting this award, the Authorized Representatives declare and certify, among other things, that they possess the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accept (or adopt) all material requirements throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

8

Award Monitoring Activities: Federal law requires that recipients receiving federal funding from the COPS Office must be monitored to ensure compliance with their award conditions and other applicable statutes and regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of award implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Award monitoring activities conducted by the COPS Office include site visits, enhanced office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS Office award recipient, you agree to cooperate with and respond to any requests for information pertaining to your award. This includes all financial records, such as general accounting ledgers and all supporting documents. All information pertinent to the implementation of the award is subject to agency review throughout the life of the award, during the close-out process and for three-years after the submission of the final expenditure report. 34 U.S.C. § 10385(a) and 2 C.F.R. §§ 200.334 and 200.337.

9

Contract Provision: All contracts made by the award recipients under the federal award must contain the provisions required under 2 C.F.R. Part 200, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Please see appendices in the Award Owner's Manual for a full text of the contract provisions.

10

Assurances and Certifications: The recipient acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its application.

11

Conflict of Interest: Recipients and subrecipients must disclose in writing to the COPS Office or pass-through entity, as applicable, any potential conflict of interest affecting the awarded federal funding in 2 C.F.R. § 200.112.

12

Debarment and Suspension: The recipient agrees not to award federal funds under this program to any party which is debarred or suspended from participation in federal assistance programs. 2 C.F.R. Part 180 (Government-wide Nonprocurement Debarment and Suspension) and 2 C.F.R. Part 2867 (DOJ Nonprocurement Debarment and Suspension).

13

Employment Eligibility: The recipient agrees to complete and keep on file, as appropriate, the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States. Immigration Reform and Control Act of 1986 (IRCA), Public Law 99-603.

14

Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information: Recipients and subrecipients agree not to discharge, demote, or otherwise discriminate against an employee as reprisal for the employee disclosing information that he or she reasonably believes is evidence of gross mismanagement of a federal contract or award, a gross waste of federal funds, an abuse of authority relating to a federal contract or award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or award. Recipients and subrecipients also agree to provide to their employees in writing (in the predominant native language of the workforce) of the rights and remedies provided in 41 U.S.C. § 4712. Please see appendices in the Award Owner's Manual for a full text of the statute.

15

Equal Employment Opportunity Plan (EEO): All recipients of funding from the COPS Office must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan. 28 C.F.R. Part 42 subpart E.

16

False Statements: False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law. 31 U.S.C. § 3729-3733.

17

Federal Civil Rights: The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition—

a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);

b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;

c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and

d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

18

Mandatory Disclosure: Recipients and subrecipients must timely disclose in writing to the Federal awarding agency or pass-through entity, as applicable, all federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded federal funding. Recipients that receive an award over \$500,000 must also report certain civil, criminal, or administrative proceedings in SAM and are required to comply with the Term and Condition for

Recipient Integrity and Performance Matters as set out in 2 C.F.R. Part 200, Appendix XII to Part 200. Failure to make required disclosures can result in any of the remedies, including suspension and debarment, described in 2 C.F.R. § 200.339. 2 C.F.R. § 200.113.

19

Reports/Performance Goals: To assist the COPS Office in monitoring and tracking the performance of your award, your agency will be responsible for submitting semi-annual programmatic performance reports that describe project activities during the reporting period and quarterly Federal Financial Reports using Standard Form 425 (SF-425). 2 C.F.R. §§ 200.328 - 200.329. The performance report is used to track your agency's progress toward implementing community policing strategies and to collect data to gauge the effectiveness of increasing your agency's community policing capacity through COPS Office funding. The Federal Financial Report is used to track the expenditures of the recipient's award funds on a cumulative basis throughout the life of the award.

20

Recipient Integrity and Performance Matters: For awards over \$500,000, the recipient agrees to comply with the following requirements of 2 C.F.R. Part 200, Appendix XII to Part 200 – Award Term and Condition for Recipient Integrity and Performance Matters:

A. Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

b. Reached its final disposition during the most recent five-year period; and

c. Is one of the following:

(1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;

(2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;

(3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

(4) Any other criminal, civil, or administrative proceeding if:

(i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

21

System for Award Management (SAM) and Universal Identifier Requirements: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 25, Appendix A to Part 25 – Award Term:

I. System for Award Management and Universal Identifier Requirements

A. Requirement for System for Award Management

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain current information in the SAM. This includes information on your immediate and highest level owner and subsidiaries, as well as on all of your predecessors that have been awarded a Federal contract or Federal financial assistance within the last three years, if applicable, until you submit the final financial report required under this Federal award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another Federal award term.

B. Requirement for Unique Entity Identifier

If you are authorized to make subawards under this Federal award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you until the entity has provided its Unique Entity Identifier to you.

2. May not make a subaward to an entity unless the entity has provided its Unique Entity Identifier to you. Subrecipients are not required to obtain an active SAM registration, but must obtain a Unique Entity Identifier.

C. Definitions

For purposes of this term:

1. System for Award Management (SAM) means the Federal repository into which a recipient must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM internet site (currently at <https://www.sam.gov>).

2. Unique Entity Identifier means the identifier assigned by SAM to uniquely identify business entities.

3. Entity includes non-Federal entities as defined at 2 CFR 200.1 and also includes all of the following, for purposes of this part:

- a. A foreign organization;
- b. A foreign public entity;
- c. A domestic for-profit organization; and
- d. A Federal agency.

4. Subaward has the meaning given in 2 CFR 200.1.

5. Subrecipient has the meaning given in 2 CFR 200.1.

22

Additional High-Risk Recipient Requirements: The recipient agrees to comply with any additional requirements that may be imposed during the award performance period if the awarding agency determines that the recipient is a high-risk recipient. 2 C.F.R. § 200.208.

23

Allowable Costs: The funding under this award is for the payment of approved costs for program-specific purposes. The allowable costs approved for your agency's award are limited to those listed in your agency's award package. In accordance with 2 C.F.R. § 200.400(g), the recipient must forgo any profit or management fee. Your agency may not use award funds for any costs not identified as allowable in the award package.

24

Computer Network Requirement: The recipient understands and agrees that no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this requirement limits the use of funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities. Consolidated Appropriations Act, 2023, Public Law 117-328, Division B, Title V, Section 527.

25

Domestic preferences for procurements: Recipient agrees that it, and its subrecipients, to the greatest extent practicable, will provide a preference for the purchase, acquisition, or use of goods, products, and materials produced in, and services offered in, the United States. 2 C.F.R. § 200.322 and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers, January 25, 2021.

26

Extensions: Recipients may request an extension of the award period to receive additional time to implement their award program. Such extensions do not provide additional funding. Only those recipients that can provide a reasonable justification for delays will be granted no-cost extensions. Extension requests must be received prior to the end date of the award. 2 C.F.R. §§ 200.308(e)(2) and 200.309.

27

Copyright: If applicable, the recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award in accordance with 2 C.F.R. § 200.315(b). The COPS Office reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use the work, in whole or in part (including create derivative works), for Federal Government purposes, and to authorize others to do so. The COPS Office also reserves the right, at its discretion, not to publish deliverables and other materials developed under this award as a U.S. Department of Justice resource.

Products and deliverables developed with award funds and published as a U.S. Department of Justice resource will contain the following copyright notice:

“This resource was developed under a federal award and may be subject to copyright. The U.S. Department of Justice reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use the work for Federal Government purposes and to authorize others to do so. This resource may be freely distributed and used for noncommercial and educational purposes only.”

28

Evaluations: The COPS Office may conduct monitoring or sponsor national evaluations of its award programs. The recipient agrees to cooperate with the monitors and evaluators. 34 U.S.C. § 10385(b).

29

Human Subjects Research: The recipient agrees to comply with the provisions of the U.S. Department of Justice's common rule regarding Protection of Human Subjects, 28 C.F.R. Part 46, prior to the expenditure of Federal funds to perform such activities, if applicable. The recipient also agrees to comply with 28 C.F.R. Part 22 regarding the safeguarding of individually identifiable information collected from research participants.

30

Requirement to report actual or imminent breach of personally identifiable information (PII).

The recipient (and any subrecipient at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.1) within the scope of a COPS Office grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to the recipient's COPS Office Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

31

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment: Recipient agrees that it, and its subrecipients, will not use award funds to extend, renew, or enter into any contract to procure or obtain any covered telecommunication and video surveillance services or equipment as described in 2 CFR §200.216. Covered services and equipment include telecommunications or video surveillance services or equipment produced or provided by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); or an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of China. The use of award funds on covered telecommunications or video surveillance services or equipment are unallowable.

2. C.F.R. § § 200.216 & 471. See also Section 889 of the John S. McCain National Defense Authorization Act of Fiscal Year 2019, Public Law 115-232.

32

Modifications: Award modifications are evaluated on a case-by-case basis in accordance with 2 C.F.R. § 200.308(f). For federal awards in excess of \$250,000, any modification request involving the reallocation of funding between budget categories that exceed or are expected to exceed 10 percent (10%) of the total approved budget requires prior written approval by the COPS Office. Regardless of the federal award amount or budget modification percentage, any reallocation of funding is limited to approved budget categories. In addition, any budget modification that changes the scope of the project requires prior written approval by the COPS Office.

33

The Paperwork Reduction Act Clearance and Privacy Act Review: Recipient agrees, if required, to submit all surveys, interview protocols, and other information collections to the COPS Office for submission to the Office of Management and Budget (OMB) for clearance under the Paperwork Reduction Act (PRA). Before submission to OMB, all

information collections that request personally identifiable information must be reviewed by the COPS Office to ensure compliance with the Privacy Act. The Privacy Act compliance review and the PRA clearance process may take several months to complete. 44 U.S.C. §§ 3501-3520 and 5 U.S.C. § 552a.

34

Public Release Information: The recipient agrees to submit one copy of all reports and proposed publications resulting from this award ninety (90) days prior to public release. Any publications (written, curricula, visual, sound, or websites) or computer programs, whether or not published at government expense, shall contain the following statement:

"This project was supported, in whole or in part, by federal award number [YYYY-XX-XXXX] awarded to [Entity] by the U.S. Department of Justice, Office of Community Oriented Policing Services. The opinions contained herein are those of the author(s) or contributor(s) and do not necessarily represent the official position or policies of the U.S. Department of Justice. References to specific individuals, agencies, companies, products, or services should not be considered an endorsement by the author(s), contributor(s), or the U.S. Department of Justice. Rather, the references are illustrations to supplement discussion of the issues.

The Internet references cited in this publication were valid as of the date of publication. Given that URLs and websites are in constant flux, neither the author(s) nor the COPS Office can vouch for their current validity."

35

Sole Source Justification: Recipients who have been awarded funding for the procurement of an item (or group of items) or service in excess of \$250,000 and who plan to seek approval for use of a noncompetitive procurement process must provide a written sole source justification to the COPS Office for approval prior to obligating, expending, or drawing down award funds for that item or service. 2 C.F.R. § 200.325(b)(2).

36

Supplementing, not Supplanting: State, local, and tribal government recipients must use award funds to supplement, and not supplant, state, local, or Bureau of Indian Affairs (BIA) funds that are already committed or otherwise would have been committed for award purposes (hiring, training, purchases, and/or activities) during the award period. In other words, state, local, and tribal government recipients may not use COPS Office funds to supplant (replace) state, local, or BIA funds that would have been dedicated to the COPS Office-funded item(s) in the absence of the COPS Office award. 34 U.S.C. § 10384(a).

37

Travel Costs: Travel costs for transportation, lodging and subsistence, and related items are allowable with prior approval from the COPS Office. Payment for allowable travel costs will be in accordance with 2 C.F.R. § 200.475.

38

Training Guiding Principles: Any training or training materials developed or delivered with award funding provided by the Office of Community Oriented Policing Services is to adhere to the following guiding principles –

1. Trainings must comply with applicable law.

In developing and conducting training under the award, recipients (and any subrecipients) shall not violate the Constitution or any federal law, including any law prohibiting discrimination.

2. The content of trainings and training materials must be accurate, appropriately tailored, and focused.

The content of training programs must be accurate, useful to those being trained, and well matched to the program's stated objectives. Training materials used or distributed at trainings must be accurate, relevant, and consistent with these guiding principles.

3. Trainers must be well-qualified in the subject area and skilled in presenting it.

Trainers must possess the subject-matter knowledge and the subject-specific training experience necessary to meet the objectives of the training. In selecting or retaining a trainer, recipients (or subrecipients) should consider such factors as the trainer's resume and written materials, interviews with the trainer, observation of other trainings conducted by the trainer, feedback from other entities with which the trainer has worked, training participant feedback and evaluations, and the general reputation of the trainer.

4. Trainers must demonstrate the highest standards of professionalism. Trainers must comport themselves with professionalism. While trainings will necessarily entail varying teaching styles, techniques, and degrees of formality, as appropriate to the particular training goal, professionalism demands that trainers instruct in the manner that best communicates the subject matter while conveying respect for all.

39

Conditional Budget Clearance: The recipient understands that the budget for this award is pending review and approval. Until approved, the recipient agrees not to obligate, expend or draw down funds until the COPS Office has approved the budget and an Award Condition Modification (ACM) has been issued to remove this award condition. Recipients will not be reimbursed for any obligations or expenditures that are not approved.

[]
I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

- A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.
- B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.
- C. Accept this award on behalf of the applicant.
- D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official
COPS Director

Name of Approving Official
HUGH CLEMENTS

Signed Date And Time
9/13/23 5:49 PM

Authorized Representative



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Mariano Augello, Chief of Police

DATE: 12/7/2023

RE: Consideration of funding request correction associated with the Fiscal Year 2024 approved capital outlay vehicles for the Police Department (\$301,685).

On September 7, 2023, the City Manager sought Council consideration for funding to be allocated to meet some of the unfunded capital, operating, and personnel requests for Fiscal Year 2024. Included in the requests represented to Council, identified as attachment FY 24 Additional Funding Requests, were twenty-seven (27) Marked Patrol SUVs, five (5) Police Admin SUVs, eleven (11) Unmarked Sedans, and one (1) Marked K9 SUV for a total of forty-four (44) replacement vehicles for the Police Department. The funding requested for those vehicles was presented at \$2,555,635, however errors with the information for the Unmarked Sedans and the Marked K9 SUV were identified by staff after Council approved the additional funding. The requests for these assets were meant to mirror the funding outlined in the FY24 capital outlay submittals from Police Department during the budget process. The correct funding amounts for the forty-four (44) vehicles would have been \$2,857,320, causing a variance of \$301,685 and leaving the Police Department short on funding for seven (7) of the requested assets.

In reference to the line item for the Unmarked Police Sedans, the request was listed for 5 vehicles at a cost of \$47,055 per vehicle and 6 CSU (Crime Suppression Vehicles) at \$47,955 per vehicle because they require one additional accessory for their assignment. The total amount of funding calculated for the line item, however, was only the amount for the five (5) vehicles at \$47,055 or \$235,275 which is not enough to cover the full cost of the eleven (11) approved Unmarked Sedans. The requested six (6) vehicles for the Crime Suppression Unit are of importance to the department who is actively working to reduce the number of vehicles on lease as prices in the lease vehicle industry continue to rise and inventory is harder to come by. Therefore, the Police Department is requesting additional funding for the mistakenly omitted \$287,730 from the September 7th listing for CSU vehicles.

Additionally, there was an error for the Police Marked K9 SUV which was entered at the 2023 pricing (\$59,200) and not the 2024 projected cost of \$73,155. The difference of \$13,955 is being requested by the Police Department so it can fund a fully outfitted Marked K9 SUV. Combined, the Police Department is seeking additional funding totaling \$301,685 from the Undesignated Fund Balance to correct the errors from the original request and to be able to procure the needed forty-four (44) replacement vehicles in FY24.

REQUESTING DEPARTMENT:

Police Department

FISCAL IMPACT:

Funding in the amount of \$301,685 for the six (6) CSU Unmarked Sedans and additional funding for the one (1) Marked K9 SUV will be appropriated on FY24 Budget Amendment #1 from the General Fund Undesignated Fund Balance G/L# 001-0000-392-1001 (\$301,685) to one-time capital and operating expenses associated with the requested vehicle expenditures and will be associated with Project# 24PD07 and allocated to G/L# 001-5011-521-6403 (\$277,655), G/L# 001-5011-521-5208 (\$18,630) and G/L# 001-2310-519-5103 (\$5,400).

RECOMMENDATION:

Motion to approve the Police Department's request for additional funding in the amount of \$301,685 for the six (6) CSU Unmarked Sedans and one (1) Marked K9 SUV within the FY24 approved capital outlay vehicles.

ATTACHMENTS:**Description**

Additional_Funding_Items_for_FY_24 - POLICE CORRECTION

FY 24 Additional Funding Requests

		\$ 10,132,997	Undesignated Fund Balance Above Min.
Capital - mandated	Fire	\$ (792,415)	Fire P25 Compliant radios
Capital - replacement	Fire	\$ (60,000)	Air bottle replacements (50)
Capital - replacement	Fire	\$ (97,104)	Air Packs/Bottles replacements (12)
Capital - replacement	Fire	\$ (98,000)	Air Packs replacements (14)
Capital - New	Fire	\$ (270,000)	New equipment package for Ladder 7
Capital - replacement	Fire	\$ (25,000)	Air filling station at FS 1 rebuild
Capital - replacement	Fire	\$ (35,000)	Thermal imager camera replacement
Capital - replacement	Fire	\$ (15,000)	Posi-check air pack cert machine replacement
Capital - replacement	Fire	\$ (35,000)	Four gas monitors replacement
Capital - replacement	Fire	\$ (10,600)	Class B Foam replacement
Operating	Fire	\$ (50,000)	EMS Training
Personnel - Adjustment	Fire	\$ (140,000)	Fire Command Positions Salary Adjustments
Capital - replacement	Police	\$ (1,865,160)	Police marked patrol replacements (27)
Capital - replacement	Police	\$ (221,000)	Police Admin SUVs (5)
Capital - replacement	Police	\$ (235,275)	Police Unmarked Sedans (5 at \$47,055 and 6 at \$47,955 as the CSU vehicles need the Getac pole) \$287,730
Capital - replacement	Police	\$ (59,200)	Police Umarked K9 SUV (1) \$73,155
Capital - New	Police	\$ (80,000)	Police FARO
Capital - New	Police	\$ (70,000)	Police Livescan Fingerprint
Capital - New	Police	\$ (25,000)	Flock Safety Program Increase
Capital - replacement	IT	\$ (108,000)	PD Getac laptops (vehicle replacements)
Capital - replacement	IT	\$ (109,050)	Fire Getac tables/laptops
Capital - New	IT	\$ (79,000)	Laserfiche space increase
Capital - New	IT	\$ (300,000)	Citywide Cameras/Access Control, continued
Capital - replacement	Parks & Fac	\$ (231,396)	Fred Lee Park tennis court replacements
Capital - replacement	Parks & Fac	\$ (500,000)	FPRP Playground replacement
Capital - replacement	Parks & Fac	\$ (61,404)	Parks & Fac Truck 4227 replacement
Capital - replacement	Parks & Fac	\$ (47,404)	Parks & Fac Truck 6395 replacement
Capital - replacement	Parks & Fac	\$ (54,978)	Parks & Fac Truck 4223 replacement
Capital - New	Parks & Fac	\$ (54,978)	Parks & Fac New Work Van - Tradesworker
Capital - replacement	PW	\$ (115,000)	Traffic Signal Span Wire Replacements (Jupiter/Pace; Jupiter/Emerson NW)
Capital - replacement	PW	\$ (91,000)	PW Asphalt Roller replacement
Capital - replacement	PW	\$ (60,500)	PW Truck #6840 replacement
Capital - replacement	PW	\$ (87,000)	PW Flatbed Dump #6588 replacement
Capital - replacement	PW	\$ (37,000)	PW Zero Turn Mowers #6888, 6893 replacement
Capital - replacement	Multiple	\$ (110,332)	Purchase of 7 used Building vehicles (Frontier/Ranger Pickups) for GF Depts (1 Recreation, 1 Police Support Services Truck), 1 P&F Truck #4253 replacement, balance for P&F/PW)
Personnel - Reclass	Recreation	\$ (65,749)	Reclass PT Special Events to FT Recreation Leader
Personnel - Reclass	CMO	\$ (60,000)	Reclass Grants Manager to Assistant City Manager

FY 24 Additional Funding Requests

Personnel - New	Procurement	\$ (73,588)	New Administrative Assistant
Operating	N/A	\$ (50,000)	Veteran Service Officer; funding for Palm Bay PT position through Brevard program
		\$ (6,480,133)	Total Requests

\$ 5,557,980 Use of Undesignated Fund Balance

\$ 922,153 Use of Additional State Shared Revenue (*estimating below state projections by 10%)

	\$ 4,575,017	Remaining Undesignated (Before FY 23 YE unspent is returned; anticipate \$3-4 Million returning + \$329K in FY 23 unspent contingency)
--	--------------	--

Capital - mandated		\$ (792,415)
Capital - replacement		\$ (4,369,403)
Capital - New		\$ (878,978)
Operating		\$ (100,000)
Personnel		\$ (339,337)
		\$ (6,480,133)

Capital Total \$ (6,040,796)

Public Safety		\$ (4,183,754)
Parks & Facilities/Recreation		\$ (1,015,909)
IT		\$ (596,050)
Public Works		\$ (390,500)
Other		\$ (293,920)
		\$ (6,480,133)



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: John Pearson, Chief Building Official

DATE: 12/7/2023

RE: Consideration of travel and training for specified City employees (Building Department).

On November 2, 2023, City Council authorized travel for the Chief Building Official John Pearson and Inspector McBride to attend the Building Code Administrator and Inspectors Board (BCAIB) on December 6-7, 2023.

The Building Department is now requesting approval for Chief Building Official John Pearson and Building Inspector Robert Bitgood for travel overnight on December 5, 2023 to attend the same Building Code Administrator and Inspectors Board meeting (BCAIB), for the board reviewing Bitgood's Plumbing Inspector and Plumbing Plans examiner license application on December 6, 2023. It is necessary to be physically present at this meeting should the Board have any questions or concerns regarding the details of the applications being submitted.

The Building Code Administrator and Inspectors Board (BCAIB) releases the names of the applicants that are to appear before the board only 1-2 weeks prior to the meeting, resulting in the delay of submission to City Council for prior approval.

This meeting is being held at Residence Inn by Marriott 2301 Sadler Road, Fernandina Beach, Florida 32034 on December 6th – 8th 2023. Hotel accommodations are being requested for one (1) night. Meal & Incidentals for both John Pearson and Robert Bitgood will be a total of \$92. Hotel stay for one (1) night will be \$154 each for a total of \$308. Total estimated cost of this one-night travel for both employees totals \$400. Funds are available in Building Department Education Surplus account #451-0000-220-1024.

REQUESTING DEPARTMENT:

Building Department

FISCAL IMPACT:

Total cost of travel is estimated at \$400 total and is available in the Building Department Education Surplus Fund Account# 451-0000-220-1024

RECOMMENDATION:

Motion to acknowledge and approve travel as mentioned above.

ATTACHMENTS:

Description

J Pearson Travel documentation

R Bitgood Travel documentation



CITY OF PALM BAY, FLORIDA

Travel Request/Advance Request

Contact/Ext

Control #

Request Date: 11.15.23

Doreen x3415

Name: John Pearson		Destination: 2301 Sadler Rd Fernandina Beach, FL 32034			
Department/Division: Building		Departure		Return	
Account To Be Charged: 451-0000-220-1024		Date of: 12.5.23		12.7.23	
Account To Be Charged:		Time of: 5:00pm		5:00pm	
		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 <u>City Vehicle</u>			
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 #
	2301 Sadler Rd.	Rate	\$154.00		Date
Due 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
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 Pearson Date 11/15/23

Finance _____ Date _____

(if applicable)

City Manager _____ Date _____

(ATTACH TO EXPENSE REPORT UPON RETURN)



Building Officials Association of Florida

PROTECTING LIVES AND PROPERTY SINCE 1953

[Home](#) | [About BOAF](#) | [Calendar](#) | [Code Professionals](#) | [Conference](#) | [Resources](#) | [Membership](#) | [News](#)

Building Code Administrators & Inspectors Board Meeting

Tell a Friend

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

[« Go to Upcoming Event List](#)

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

[Education](#)
[Membership](#)
[Marketplace](#)
[Resources](#)
[Employment](#)

Doreen Hensel

From: Residence Inn By Marriott Reservations <reservations@res-marriott.com>
Sent: Wednesday, November 15, 2023 12:06 PM
To: Doreen Hensel
Subject: Reservation Confirmation #78853080 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.



[ENHANCE YOUR STAY](#) | [SUMMARY OF CHARGES](#) | [CONTACT US](#)



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

Tue, Dec 05, 2023 – Thu, Dec 07, 2023

Confirmation Number: 78853080



Check-In: Tuesday, December 5, 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 Credit Card Guarantee, Visa

Total for Stay (all rooms) 344.96 USD

Room 1

Room Type Studio, 1 King, Sofa bed

Guaranteed Requests:

None

ALL REQUESTS

[Modify or Cancel Reservation](#)

Important Information About Your Stay



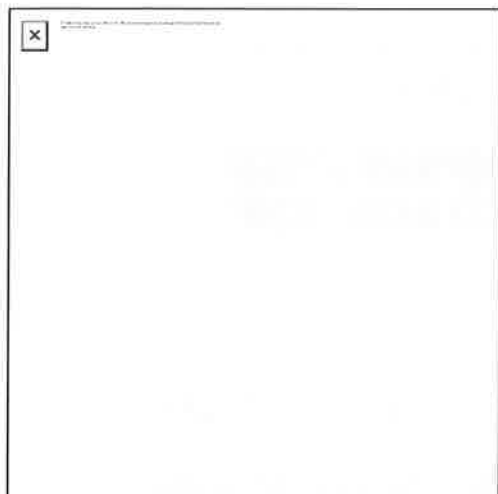
In order to prepare for your upcoming stay, we invite you to **learn more** about what to expect when you arrive and the experiences that await you.



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](#)

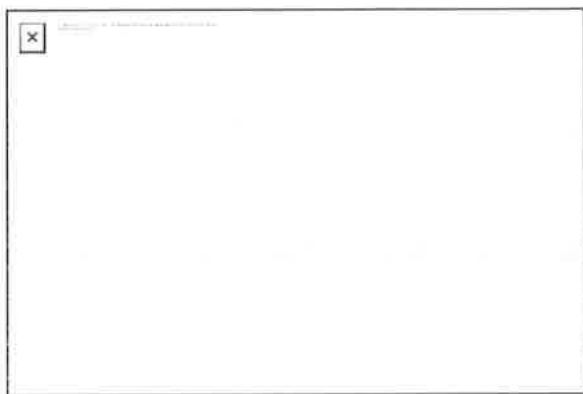
Enhance your stay



Earn Toward Free Nights Faster

With 1,500 bonus points on each stay + 3,000 more for every 3 brands you stay with.

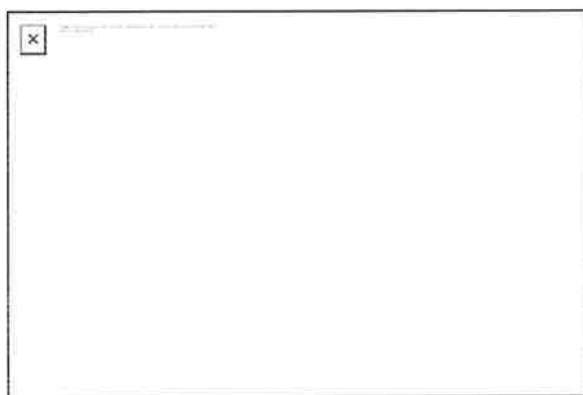
[Join and Register](#)



Inspiring Experiences

Find unique activities everyone will love, and earn points too.

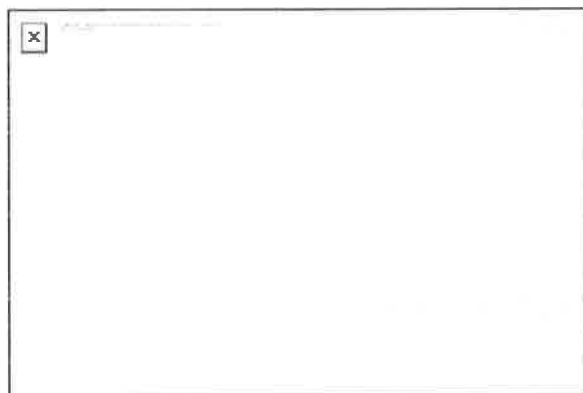
Book Activities



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 1,540 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

Tuesday, December 5, 2023 – Thursday, December 7, 2023

2 Nights 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)	344.96 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

- Upon check-in an authorization request will be placed on your credit or debit card (where accepted) in an amount equal to the cost of the room, tax and incidental charges for the length of your stay (up to seven nights). If your stay exceeds seven nights, an additional authorization may be requested for the entire amount of your stay (room, tax and incidentals). Upon check-out, your payment card will be charged for the actual amount incurred during your stay.

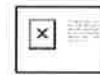
Enjoy instant benefits because you booked directly with
US



Member Rates



Free Wi-Fi



Mobile Check-In

[Learn More](#) ▢

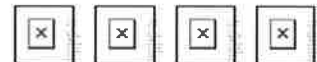
Contact Us

Phone Numbers

Call 1-800-331-3131 in the US and Canada

For everywhere else, call our Worldwide Telephone Numbers

[FREQUENTLY ASKED QUESTIONS](#) ▢



[Terms of Use](#)

[Privacy Policy](#)

[About Us](#)

[Find a Hotel](#)

Contact Us

This email confirmation is an auto-generated message. Replies to automated messages are not monitored. Our Internet Customer Care team is available to assist you 24 hours per day, 7 days per week.

Confirmation Authenticity

We're sending you this confirmation notice electronically for your convenience. Marriott keeps an official record of all electronic reservations. We honor our official record only and will disregard any alterations to this confirmation that may have been made after we sent it to you.

Email Unsubscribe

You may opt out of promotional emails at any time here. Each email also includes a link to unsubscribe. Please note: should you unsubscribe, you will continue to receive emails such as reservation confirmations, hotel stay receipts and changes to program terms and conditions.

© 2023 MARRIOTT INTERNATIONAL, INC. ALL RIGHTS RESERVED.
MARRIOTT PROPRIETARY 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 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 & Last Day 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

Contact/Ext Doreen x3415

Control #

Request Date: 11.15.23

Name: <u>Robert Bitgood</u>	Destination: <u>2301 Sadler Rd Fernandina Bch, FL 32034</u>
Department/Division: <u>Building</u>	Departure: <u>12.5.23</u> Return: <u>12.6.23</u>
Account To Be Charged: <u>451-0000-220-1024</u>	Time of: <u>5:00pm</u> <u>3:30pm</u>
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 for staff member 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 #
	2301 Sadler Rd	Rate <u>\$154.00</u>			Date
Due Date <u>asap</u>	Fernandina Beach, FL 32034	# Nights <u>1</u>			
Hand Carry Y N	Paid by Doreen Hensel Pcard		<u>\$154.00</u>		
Common Carrier (if applicable)				Vendor #	Check #
Due Date					Date
Hand Carry Y N			<u>\$0.00</u>		
Other Expenses				Vendor #	Check #
Due Date					Date
Hand Carry Y N			<u>\$0.00</u>		
Other Expenses				Vendor #	Check #
Due Date					Date
Hand Carry Y N			<u>\$0.00</u>		
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	@		= \$0.00		Date
Lunch <u>1</u>	@	<u>\$15.00</u>	= \$15.00		
Dinner <u>1</u>	@	<u>\$26.00</u>	= \$26.00		
Incidentals <u>1</u>	@	<u>\$5.00</u>	= \$5.00		
			<u>\$46.00</u>		

TRAVEL APPROVALS

Department Head

Date

Finance

Date

(if applicable)

City Manager

Date

(ATTACH TO EXPENSE REPORT UPON RETURN)



Building Officials Association of Florida

PROTECTING LIVES AND PROPERTY SINCE 1953

[Home](#) | [About BOAF](#) | [Calendar](#) | [Code Professionals](#) | [Conference](#) | [Resources](#) | [Membership](#) | [News](#)

Building Code Administrators & Inspectors Board Meeting

Tell a Friend

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

[« Go to Upcoming Event List](#)

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

[Education](#)
[Membership](#)
[Marketplace](#)
[Resources](#)
[Employment](#)

Doreen Hensel

From: Residence Inn By Marriott Reservations <reservations@res-marriott.com>
Sent: Wednesday, November 15, 2023 12:09 PM
To: Doreen Hensel
Subject: Reservation Confirmation #85216923 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.



[ENHANCE YOUR STAY](#) | [SUMMARY OF CHARGES](#) | [CONTACT US](#)



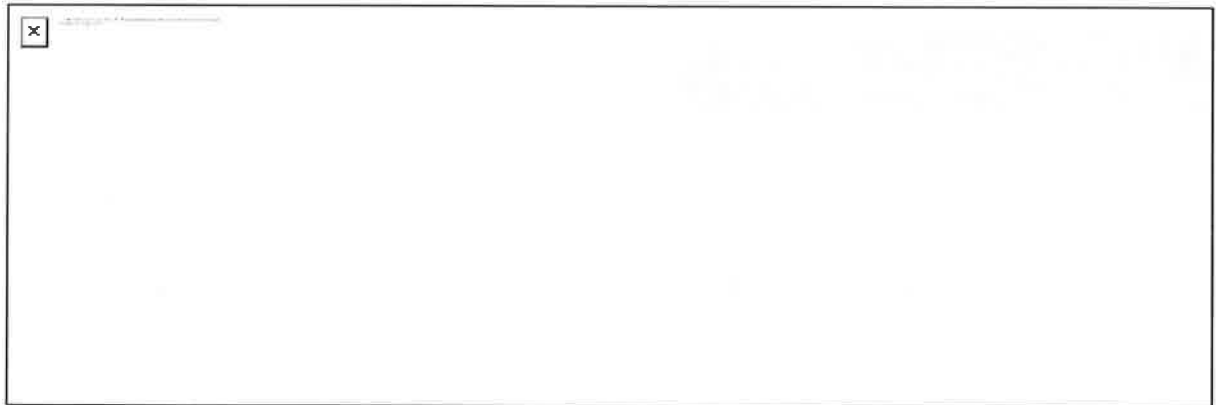
Residence Inn Amelia Island

2301 Sadler Road Fernandina Beach Florida 32034 USA +1-904-277-2440

Thank you for booking with us, Robert Daniel Bitgood.

Travel like you live

Tue, Dec 05, 2023 – Wed, Dec 06, 2023
Confirmation Number: 85216923



Check-In: Tuesday, December 5, 2023

04:00 PM

Check-Out: Wednesday, December 6, 2023

12:00 PM

Number of rooms 1 Room

Guests per room 1 Adult

Guarantee Method Credit Card Guarantee, Visa

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](#)

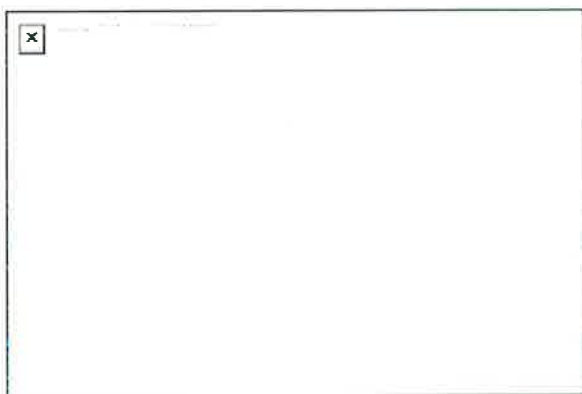
Enhance your stay



Earn Toward Free Nights Faster

With 1,500 bonus points on each stay + 3,000 more for every 3 brands you stay with.

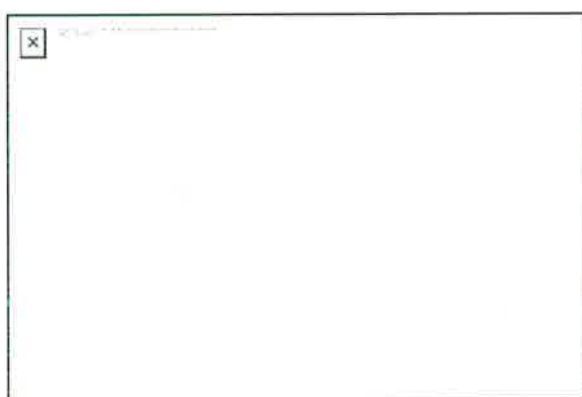
[Join and Register](#)



Inspiring Experiences

Find unique activities everyone will love, and earn points too.

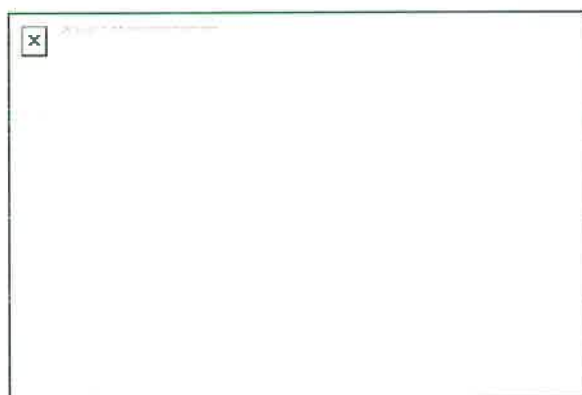
Book Activities



Free Hot Breakfast

Choose from a variety of fresh, hot and healthy favorites.

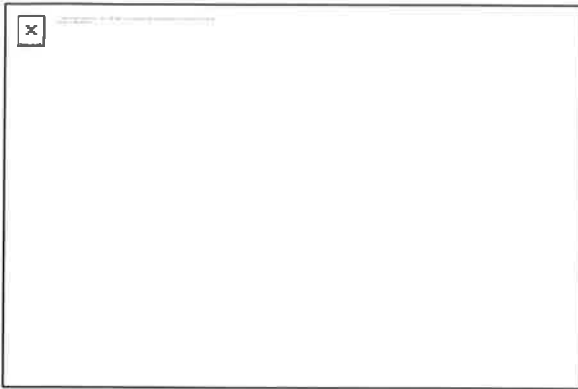
View More Amenities



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

Robert Daniel Bitgood, 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

Tuesday, December 5, 2023 – Wednesday, December 6, 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

- Upon check-in an authorization request will be placed on your credit or debit card (where accepted) in an amount equal to the cost of the room, tax and incidental charges for the length of your stay (up to seven nights). If your stay exceeds seven nights, an additional authorization may be requested for the entire amount of your stay (room, tax and incidentals). Upon check-out, your payment card will be charged for the actual amount incurred during your stay.

Enjoy instant benefits because you booked directly with US



Member Rates



Free Wi-Fi



Mobile Check-In

[Learn More](#) ▢

Contact Us

Phone Numbers

Call 1-800-331-3131 in the US and Canada

For everywhere else, call our Worldwide Telephone Numbers

[FREQUENTLY ASKED QUESTIONS](#) ▢



[Terms of Use](#)

[Privacy Policy](#)

[About Us](#)

[Find a Hotel](#)

Contact Us

This email confirmation is an auto-generated message. Replies to automated messages are not monitored. Our Internet Customer Care team is available to assist you 24 hours per day, 7 days per week.

Confirmation Authenticity

We're sending you this confirmation notice electronically for your convenience. Marriott keeps an official record of all electronic reservations. We honor our official record only and will disregard any alterations to this confirmation that may have been made after we sent it to you.

Email Unsubscribe

You may opt out of promotional emails at any time here. Each email also includes a link to unsubscribe. Please note: should you unsubscribe, you will continue to receive emails such as reservation confirmations, hotel stay receipts and changes to program terms and conditions.

© 2023 MARRIOTT INTERNATIONAL, INC. ALL RIGHTS RESERVED.
MARRIOTT PROPRIETARY INFORMATION

482 Neptune Dr NE
to 2301 Sadler Rd

3 hr 1 min

209.1 miles

IRS reimbursement: **\$136.94**



Head toward Hurst Rd NE on Neptune Dr NE. Go for 246 ft.

Then 0.05 miles



Turn left onto Hurst Rd NE. Go for 0.2 mi.

Then 0.2 miles



Turn left onto Emerson Dr NE. Go for 1.0 mi.

Then 1.0 miles



Turn right onto Culver Dr NE. Go for 0.5 mi.

Then 0.5 miles



Turn right onto Palm Bay Rd NE (CR-516 E). Go for 0.4 mi.

Then 0.4 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 Bltwy). Go for 17.1 mi.

Then 17.1 miles



Take exit 36 onto US-17 N (Main St N). Go for 0.8 mi.

Then 0.8 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



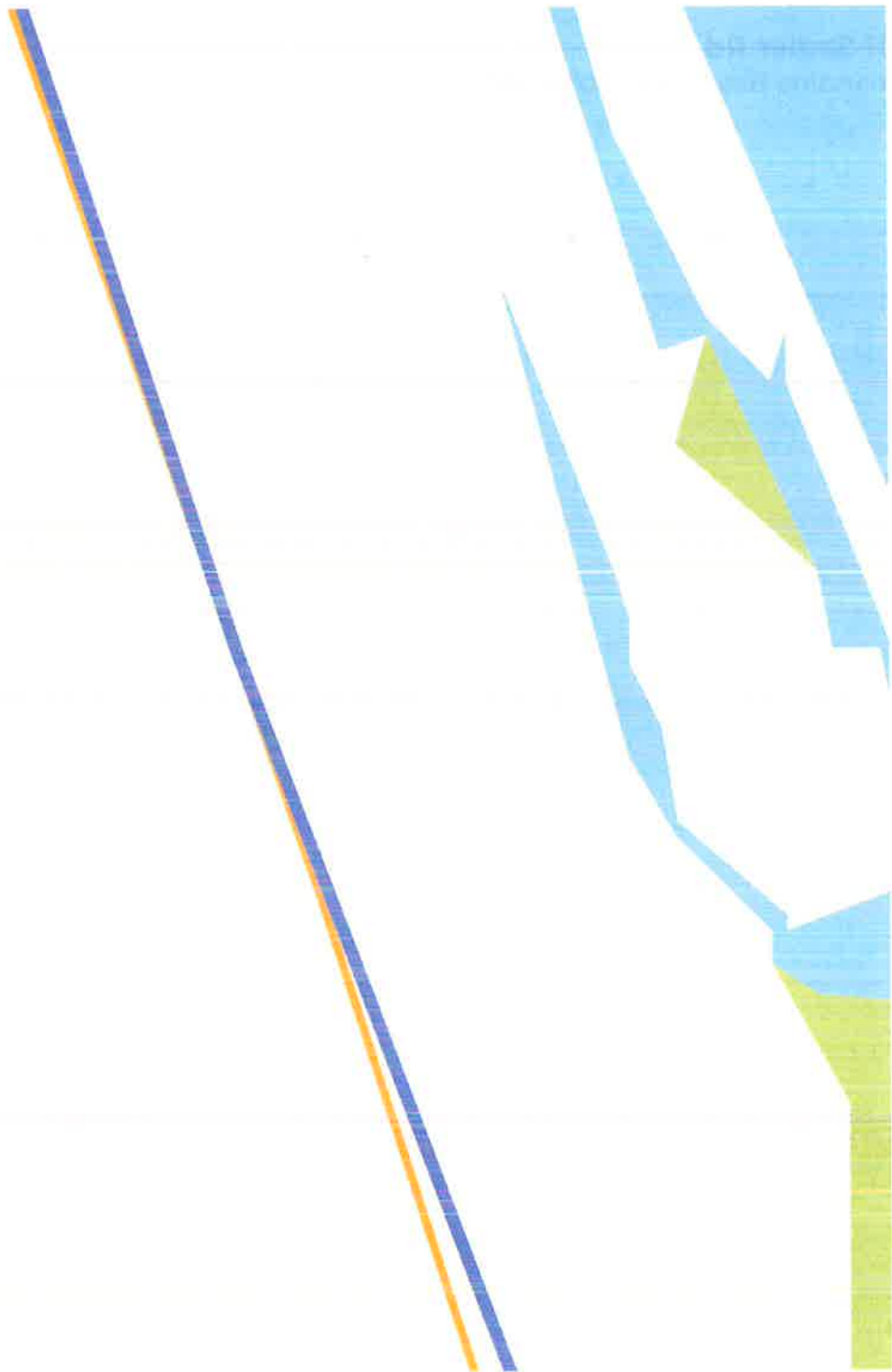
Turn left. Go for 243 ft.

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 & Last Day 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: Suzanne Sherman, City Manager

DATE: 12/7/2023

RE: Consideration of travel and training for specified City employees (Office of the City Manager and Information Technology Department).

The following requests were not included in the September 20, 2023 Fiscal Year (FY) 2024 Approved Travel and Training spreadsheet for the City Manager's Office (CMO).

The City's Federal Lobbyist has requested City representation to meet with our Florida federal elected representatives to discuss the City's 2024-2025 Federal Legislative Priorities. The City Manager's Office FY 2024 approved budget has travel and per diem has \$1,500 assigned toward potential lobbying in Washington DC.

The City Manager is requesting City Council's approval to approve travel for Deputy City Manager Joan Junkala-Brown to travel to Washington, D.C. in February 2024. Mrs. Brown would travel via roundtrip airfare with an estimated total of \$600. The hotel/lodging is estimated to be \$300 per night for four (4) nights for an estimated total of \$1,200, plus hotel tax estimated at \$200. Per diem is estimated to be a total of \$390. The estimated cost for ride share/Uber/Lyft will be \$100.

As this was only budgeted for the amount of \$1,500, staff will submit a budget amendment for the remaining amount of \$990 during the next regularly scheduled Budget Amendment.

Staff is also requesting authorization for Deputy City Manager Juliet Misconi and IT Director Brian Robinson to attend a one-day Cybersecurity Training which will be held at the FIU College of Business Complex in Miami, FL on January 11, 2023. This is a free executive-level training for long-range strategic planning to meet government agency's cybersecurity needs and also covers requirements of Florida Statutes 282.3185.

Both attendees will be traveling over late afternoon on January 10th. As this training will end at 5pm, and undoubtedly have after-session meet-and-greets, they will be staying the night of the 11th as well. However, Mrs. Misconi will stay with a friend the 11th, whereas Mr. Robinson will have one more hotel stay charge. The hotel/lodging near the training campus is estimated to be \$188 per night each, with hotel tax estimated at \$25 per day and will be tax exempt upon check out. Per diem is estimated to be a total of \$36 for Mrs. Misconi and \$52 for Mr. Robinson.

The total estimated cost for Juliet is \$248.33, and is available within the City Manager's Office Travel & Per

Diem account number 001-1210-512-4001. The total estimated cost for Brian is \$476.66, and is available within the IT Departments Travel & Per Diem account number 001-2310-519-4001.

REQUESTING DEPARTMENT:

City Manager's Office, Information Technology

FISCAL IMPACT:

The total estimated cost of travel and training for travel to Washington DC is estimated at \$2,490 and will be available in the City Manager's Office, account 001-1210-512-4001, which has a current balance of \$1,500 for travel to Washington DC. The CMO is requesting an allocation of \$990, to be scheduled on the next regularly scheduled budget amendment.

The total estimated cost for the Cyber Security Training for Deputy City Manager Misconi is \$248.33, and is available within the City Manager's Office Travel & Per Diem account number 001-1210-512-4001. The total estimated cost for IT Director Robinson is \$476.66, and is available within the IT Departments Travel & Per Diem account number 001-2310-519-4001.

RECOMMENDATION:

Motion to acknowledge and approve travel for the Deputy City Manager Junkala-Brown as noted above; and approve travel for Deputy City Manager Misconi and IT Director Robinson as noted above.

ATTACHMENTS:

Description

Travel Backup



CITY OF PALM BAY, FLORIDA

Travel Request/Advance Request

Contact/Ext

Control #
Request Date: 11/27/2023

Angela Burak x3207

Name: Juliet Misconi		Destination: FIU Cybersecurity Training - Miami FL				
Department/Division: City Manager's Office		Departure Date of: 1/10/2024 Time of: 1pm		Return 1/11/2024 8:30pm		
Account To Be Charged: 001-1210-512-4001 & 5501		Estimated Cost: before mileage reimbursement \$248.33				
Purpose of Travel (Specify Conference, School or Other Reason) - ATTACH ITINERARY attendance to the FIU Cybersecurity Training one-day training event.						
Date Approved By Council :						
Transportation: boldface or circle choice(s) <u>POV - Estimated Mileage</u> City Vehicle Common Carrier (complete below)						
PREPAID EXPENSES		VENDOR/ADDRESS		EXPLANATION	AMOUNT	FINANCE USE ONLY
Registration		FIU Cybersecurity Training day		Registration: FREE		Vendor # Check #
Due Date		CBC - College of Business Complex, 11200 SW 8th St, Miami, FL 33199				Date
Hand Carry Y N		via A.Burak Pcard			\$0.00	
Lodging		Double Tree Hilton Miami Doral 10250 NW 19th St Doral, FL 33172		Rate \$188.00 # Nights 1		Vendor # Check #
Due Date						Date
Hand Carry Y N		via A.Burak Pcard			\$188.00	
Common Carrier (if applicable)						Vendor # Check #
Due Date						Date
Hand Carry Y N						
Other Expenses		Hotel Parking		\$0.00 per day self park		Vendor # Check #
Due Date						Date
Hand Carry Y N						
Other Expenses						Vendor # Check #
Due Date		Hotel tax (held with card, will come off - tax exempt)				Date
Hand Carry Y N					\$24.33	
PER DIEM ADVANCE Refer to www.gsa.gov for rates - attach proof of rate (Lodging prepaid - receipt required)						Vendor # Check #
Breakfast 0 @ \$16.00 = \$0.00						Date
Lunch 0 @ \$17.00 = \$0.00						
Dinner 1 @ \$31.00 = \$31.00						
Incidentals 1 @ \$5.00 = \$5.00						
					\$36.00	

TRAVEL APPROVALS

Department Head _____ Date _____

Finance _____ Date _____

(if applicable)

City Manager _____ Date _____

(ATTACH TO EXPENSE REPORT UPON RETURN)



CITY OF PALM BAY, FLORIDA

Travel Request/Advance Request

Control #

Request Date: 11/27/2023

Contact/Ext Angela Burak x3207

Name: Brian Robinson		Destination: FIU Cybersecurity Training - Miami FL			
Department/Division: IT Department		Departure		Return	
		Date of: 1/10/2024		1/12/2024	
		Time of: 1pm		12pm	
Account To Be Charged: 001-2310-519-4001		Estimated Cost: before mileage reimbursement			\$476.66
Purpose of Travel (Specify Conference, School or Other Reason) - ATTACH ITINERARY attendance to the FIU Cybersecurity Training one-day training event.					
Date Approved By Council :					
Transportation: boldface or circle choice(s) <div style="display: flex; justify-content: space-between;"> POV - Estimated Mileage City Vehicle </div> <div style="display: flex; justify-content: space-between;"> Common Carrier (complete below) </div>					
PREPAID EXPENSES	VENDOR/ADDRESS	EXPLANATION	AMOUNT	FINANCE USE ONLY	
Registration	FIU Cybersecurity Training day	Registration: FREE		Vendor #	Check #
Due Date	CBC - College of Business Complex, 11200 SW 8th St, Miami, FL 33199				Date
Hand Carry Y N	via A.Burak Pcard		\$0.00		
Lodging	Double Tree Hilton Miami Doral 10250 NW 19th St Doral, FL 33172	Rate	\$188.00	Vendor #	Check #
Due Date		# Nights	2		Date
Hand Carry Y N	via A.Burak Pcard		\$376.00		
Common Carrier (if applicable)				Vendor #	Check #
Due Date					Date
Hand Carry Y N					
Other Expenses	Hotel Parking	\$0.00 per day self park		Vendor #	Check #
Due Date					Date
Hand Carry Y N					
Other Expenses				Vendor #	Check #
Due Date	Hotel tax (held with card, will come off - tax exempt)	24.33 per day			Date
Hand Carry Y N			\$48.66		
PER DIEM ADVANCE				Vendor #	Check #
Refer to www.gsa.gov for rates - attach proof of rate (Lodging prepaid - receipt required)					
Breakfast	1	@ \$16.00 =	\$16.00		Date
Lunch	0	@ \$17.00 =	\$0.00		
Dinner	1	@ \$31.00 =	\$31.00		
Incidentals	1	@ \$5.00 =	\$5.00		
			\$52.00		

TRAVEL APPROVALS

Department Head _____ Date _____

Finance _____ Date _____

(if applicable)

City Manager _____ Date _____

(ATTACH TO EXPENSE REPORT UPON RETURN)

Angela Burak

Subject: RE: Registration Confirmation: State-Funded Cybersecurity Training

From: Juliet Misconi <Juliet.Misconi@palmbayflorida.org>
Sent: Thursday, October 19, 2023 7:46 PM
To: Angela Burak <Angela.Burak@palmbayflorida.org>
Subject: FW: Registration Confirmation: State-Funded Cybersecurity Training

I have Suzanne's permission to attend this one day training on 1/11/24 and Brian Robinson is attending as well, and we will both be staying in a hotel the night before. Both the breakfast and lunch are covered on 1/11/24.

Thank you!

Juliet Misconi
Deputy City Manager
City of Palm Bay
321-952-3411

From: Melissa Da Gama <mdagama@fiu.edu>
Sent: Thursday, October 19, 2023 1:05 PM
To: Juliet Misconi <Juliet.Misconi@palmbayflorida.org>
Subject: Re: Registration Confirmation: State-Funded Cybersecurity Training

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.

Hello Juliet,

For the 8-hour training at FIU on January 11, we offer both breakfast and lunch.

Best,

Melissa Da Gama, BA '23

Program Coordinator, Cybersecurity

Jack D. Gordon Institute for Public Policy

Steven J. Green School of International & Public Affairs
Florida International University
11200 S.W. 8th Street, Labor Center 220
Miami, FL 33199

P: (305) 348-2977 | E: mdagama@fiu.edu



From: Juliet Misconi <Juliet.Misconi@palmbayflorida.org>
Sent: Thursday, October 19, 2023 12:11 PM
To: Melissa Da Gama <mdagama@fiu.edu>
Subject: RE: Registration Confirmation: State-Funded Cybersecurity Training

Note: This message originated from outside the FIU Faculty/Staff email system.

Thank you, Melissa! I am excited. I owe you my license plate number.

Question – for my travel request purposes, are any of the meals on the agenda included or are those just meal breaks?

Thanks,

Juliet Misconi
Deputy City Manager
City of Palm Bay
321-952-3411

From: Melissa Da Gama <mdagama@fiu.edu>
Sent: Thursday, October 19, 2023 11:57 AM
To: Juliet Misconi <Juliet.Misconi@palmbayflorida.org>
Subject: Registration Confirmation: State-Funded Cybersecurity Training

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.

Hello Juliet Misconi,

We are excited to have you attend our State-Funded Cybersecurity Executive Training (8-hour) on January 11, 2024 (Florida International University). We will send you an email shortly regarding parking instructions and any other resources you may need.

In the meantime, feel free to access a general agenda and curriculum via the link provided below.

https://fiudit-my.sharepoint.com/:f/g/personal/mdagama_fiu_edu/Eq_qOoXsZhFCn_Oy5LQY8EoB8Yyx81bRoxUuDDsHMu2gvQ?e=2f6hhS

We appreciate your commitment to cybersecurity and look forward to seeing you soon.

Best,

Melissa Da Gama

DoubleTree by Hilton Miami Doral

[Edit stay](#)

Wed, Jan 10 – Thu, Jan 11, 2024

1 room for 1 adult

Payment and Guest Details

Step 3 of 3

Total for stay

\$211.45

[Show price details](#)

Total room charge	\$187.12
Total taxes	\$24.33



Guarantee and Cancellation Policy

There is a Credit Card required for this reservation. **Free cancellation before 11:59 PM local hotel time on 05 Jan 2024.**

All fields are required unless marked optional.



Payment

Card number

Month

Year



Guest information

First name

Last name

DoubleTree by Hilton Miami Doral

29 NOV
WED

30 NOV
THU

1 Room, 1 Guest

Special Rates

Check Rooms & Rates

Hotel information

Find all the details you need for a great stay at DoubleTree by Hilton Miami Doral.

Our amenities



Dining

On-site restaurant

Room service



Fitness and recreation

Outdoor pool

Fitness center



Business and work

Business center

Meeting rooms



Conveniences

Free parking

Free WiFi

Digital Key **Hilton Honors**

Connecting Rooms

Accessible Features

Our policies

Cancellation



Cancellation policies may vary depending on the rate and dates of your reservation. Please refer to your reservation confirmation to verify your cancellation policy. If you need further assistance, call the hotel directly or contact [customer service](#). Alternatively, you can cancel your [reservation online](#).

Check-in/Check-out



Minimum age to register

21

Early checkout-fee

\$75.00. The hotel offers early departure at a fee of \$75.00.

Late checkout-fee

\$75.00. The hotel offers late checkout at a fee of \$75.00.

Payment



Currency

US Dollar



FY 2024 Per Diem Rates for ZIP Code 33172

Meals & Incidentals (M&IE) rates and breakdown

Primary Destination	County	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & LastDay of Travel
Miami	Miami-Dade	\$69	\$16	\$17	\$31	\$5	\$51.75



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Valentino Perez, Public Works Director

DATE: 12/7/2023

RE: Ordinance 2023-105, vacating a portion of the rear public utility and drainage easement located within Lot 15, Block 2124, Port Malabar Unit 42 (Case VE-16-2023, John and Colleen Pechulis), first reading.

John J. and Collen Pechulis have submitted an application to vacate the Westerly 6 feet of the Easterly 10-foot Public Utility & Drainage Easement, less the Northerly 6 foot Public Utility & Drainage Easement, and less the Southerly 70 feet thereof, containing 114 square feet or 0.003 acres, more or less, of Lot 15, Block 2124, Port Malabar Unit 42, according to the Plat thereof, as Recorded in Plat Book 21, Pages 105 thru 125, of the Public Records of Brevard County, Florida, for an existing shed.

REQUESTING DEPARTMENT:

Public Works

FISCAL IMPACT:

None.

RECOMMENDATION:

Motion to
approve the request for consideration per the recommendation section on Staff Report.

ATTACHMENTS:

Description

Staff Report

Ordinance 2023-105



DATE: December 7, 2023
CASE #: VE-16-2023

PUBLIC WORKS DEPARTMENT STAFF REPORT

REQUEST TO VACATE EASEMENT

PROPOSAL: Vacation of Easement is requested to vacate the Westerly 6 feet of the Easterly 10-foot Public Utility & Drainage Easement, less the Northerly 6 foot Public Utility & Drainage Easement, and less the Southerly 70 feet thereof, containing 114 square feet or 0.003 acres, more or less, of Lot 15, Block 2124, Port Malabar Unit 42, according to the Plat thereof, as Recorded in Plat Book 21, Pages 105-125, of the Public Records of Brevard County, Florida, for an existing shed in the back yard.

LOCATION: 937 Camden Avenue NW
(Lot 15, Block 2124, Port Malabar Unit 42)

APPLICANT: John J. Pechulis and Collen Pechulis

SITE DATA

PRESENT ZONING: RS-2 – Single-Family Residential

AREA OF VACATING: 114 square feet, more or less

ADJACENT ZONING & LAND USE:	N	RS-2 – Single-Family Residential
	E	RS-2 – Single-Family Residential
	S	RS-2 – Single-Family Residential
	W	RS-2 – Single-Family Residential

STAFF ANALYSIS:

Vacation of Public Utility and Drainage Easement of a portion of Lot 15, Block 2124, Port Malabar Unit 42, according to the Plat thereof, as Recorded in Plat Book 21, Pages 105-125, of the Public Records of Brevard County, Florida, being the Westerly 6 feet of the Easterly 10-foot Public Utility & Drainage Easement, less the Northerly 6-foot Public Utility & Drainage Easement, and less the Southerly 70 feet thereof, containing 114 square feet or 0.003 acres, more or less;

More particularly described as commencing at the Northeast corner of said Lot 15 and run South 89°40'06" West along the North line of said Lot 15, a distance of 10.00 feet; thence South 00°19'54" East, a distance of 6.00 feet to the point of beginning of the herein described easement; thence North 89°40'06" East, a distance of 6.00 feet; thence South 00°19'54" East, a distance of 19.00 feet; thence South 89°40'06" West, a distance of 6.00; thence North 00°19'54" West, a distance of 19.00 feet to the point of beginning. Containing 114 square feet or 0.003 acres, more or less, for an existing shed within the back yard.

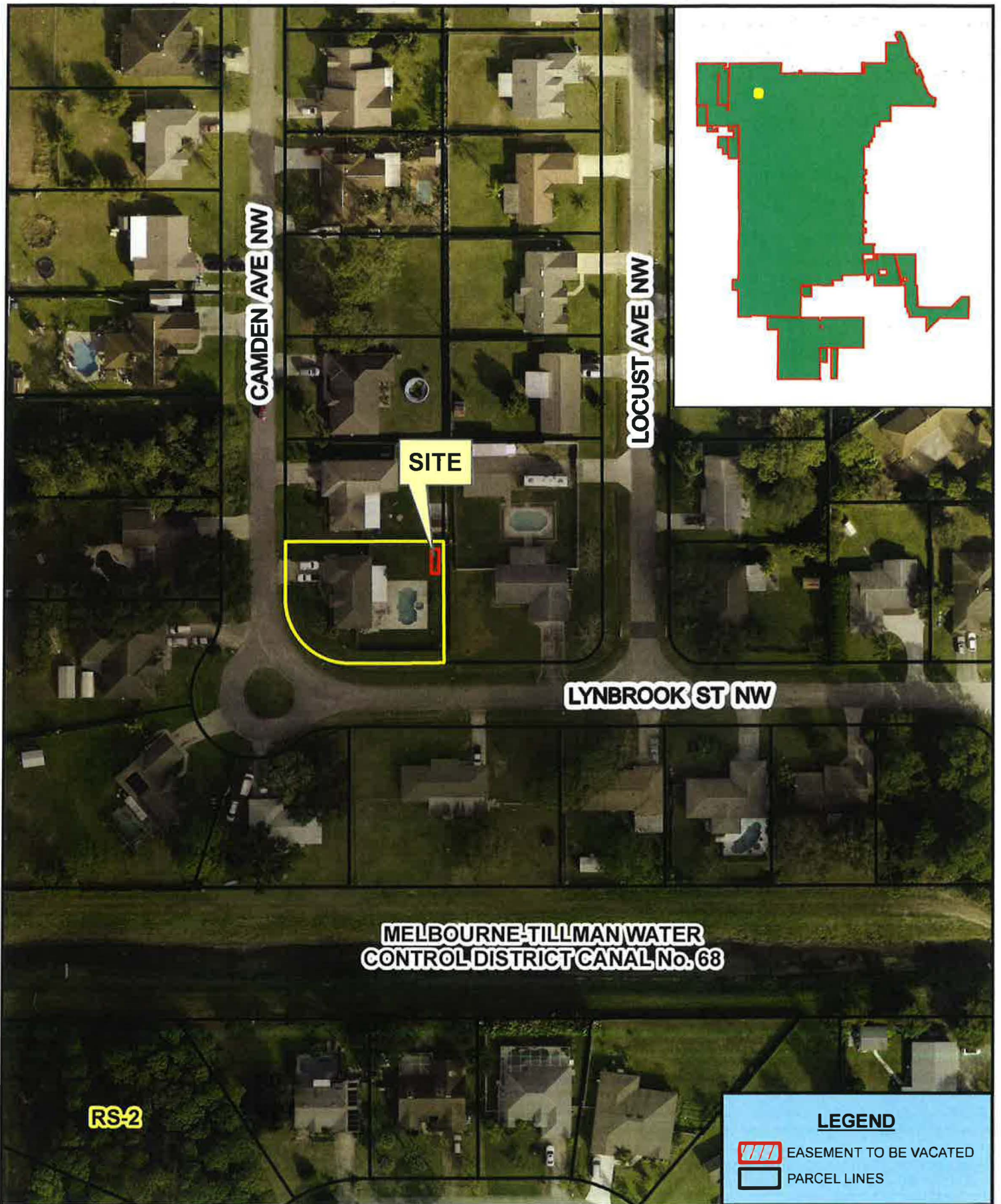
AT&T, Florida Power and Light, and Spectrum have no objections to the vacating request.

The City of Palm Bay's Public Works Department has the following comments relating to the vacating request: The existing structure's location shall require a variance from the Growth Management Department. Stormwater run off from the structure's roof shall be routed to a legal positive outfall.

Staff has no other adverse comments regarding removal of the Westerly 6 feet of the Easterly 10-foot Public Utility & Drainage Easement, less the Northerly 6 foot Public Utility & Drainage Easement, and less the Southerly 70 feet thereof, containing 114 square feet or 0.003 acres, more or less, of Lot 15, Block 2124, Port Malabar Unit 42, according to the Plat thereof, as Recorded in Plat Book 21, Pages 105-125, of the Public Records of Brevard County, Florida, for an existing shed in the backyard.

STAFF RECOMMENDATION:

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



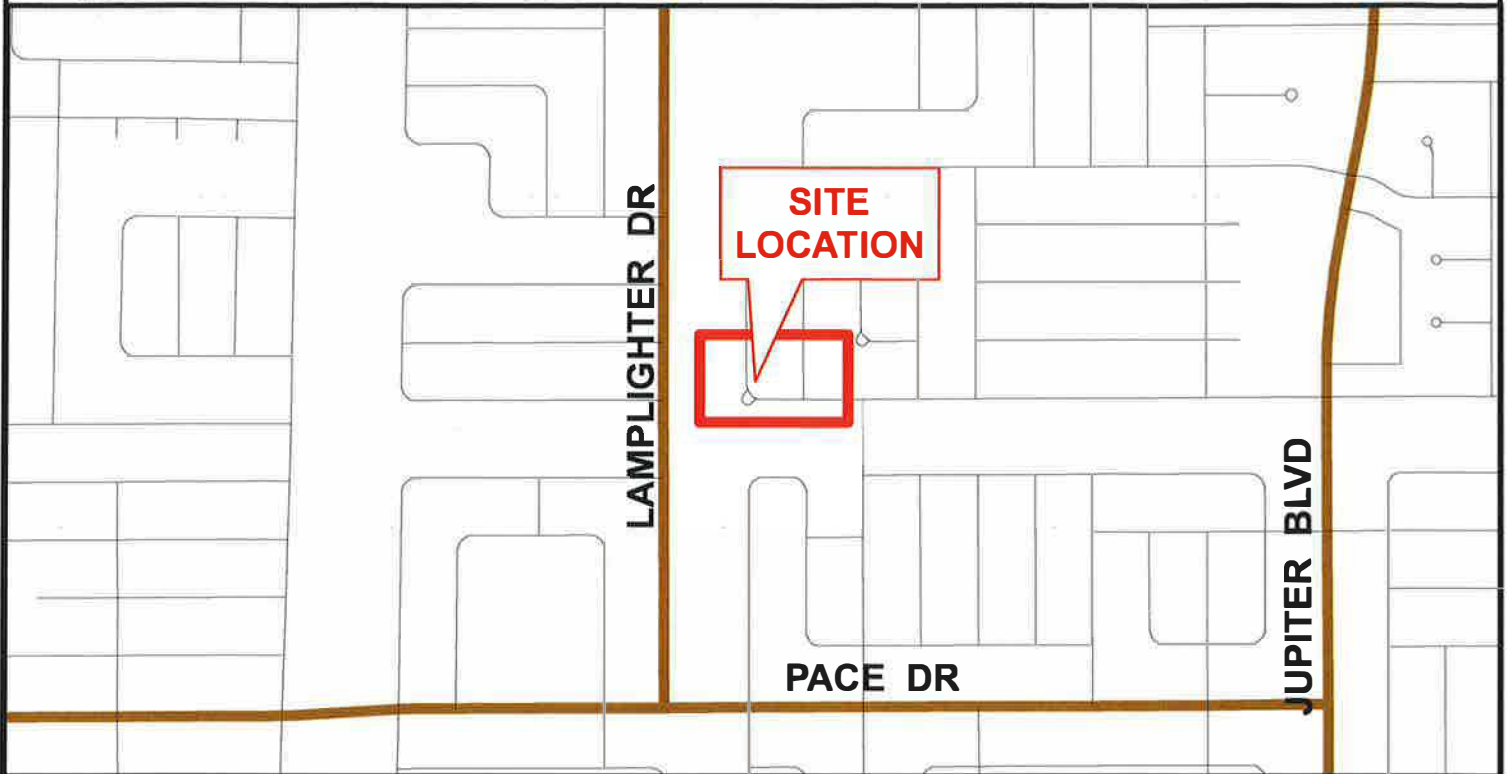
Map is for illustrative purposes only!
Not to be construed as binding or a survey.
Map created by the City of Palm Bay
Public Works Department (RSD), on October 17, 2023.

LOCATION MAP VE-16-2023

0 25 50 100
Feet
1 inch = 100 feet



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 October 17, 2023.

VE-16-2023

0 25 50 100
Feet
1 inch = 100 feet

POINT OF COMMENCEMENT

NORTHEAST CORNER OF
LOT 15, BLOCK 2124
PORT MALABAR UNIT FORTY TWO
(PLAT BOOK 21, PAGES 105-125)

LOT 14
BLOCK 2124

S00°19'54"E (BASIS OF BEARINGS)

95.00'

LOT 13
BLOCK 2124

S89°40'08"W
10.00'

L1

L2

L3

L4

SUBJECT EASEMENT
114 SQUARE FEET

POINT OF BEGINNING

10' PUBLIC UTILITY & DRAINAGE EASEMENT

NORTH LINE
OF LOT 15

6' PUBLIC UTILITY & DRAINAGE EASEMENT

LOT 16
BLOCK 2124

LOT 15
BLOCK 2124

LINE TABLE

LINE	BEARING	LENGTH
L1	N89°40'08"E	6.00'
L2	S00°19'54"E	19.00'
L3	S89°40'08"W	6.00'
L4	N00°19'54"W	19.00'

LYNBROOK STREET

CAMDEN AVENUE

SKETCH OF DESCRIPTION ONLY! THIS IS NOT A SURVEY!

AAL LAND SURVEYING SERVICES, INC.

SKETCH OF DESCRIPTION

JOB # 37668
DATE: 07-03-23
SECTION 27, TOWNSHIP 20S, RANGE 56E
L.B. #6623

1. THIS SKETCH AND DRAWING HAVE BEEN PREPARED TO CONFORM WITH APPLICABLE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 54-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
2. BEARINGS ARE BASED ON ASSUMED DATUM AND ON THE LINE SHOWN AS BEING THE BASIS OF BEARINGS.

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

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

SHEET 1 OF 2

SCALE: 1" = 20'



DESCRIPTION: A PORTION OF A 10 FOOT WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT LYING WITHIN LOT 15, BLOCK 2124, PORT MALABAR UNIT FORTY TWO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 21, PAGES 105-125, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

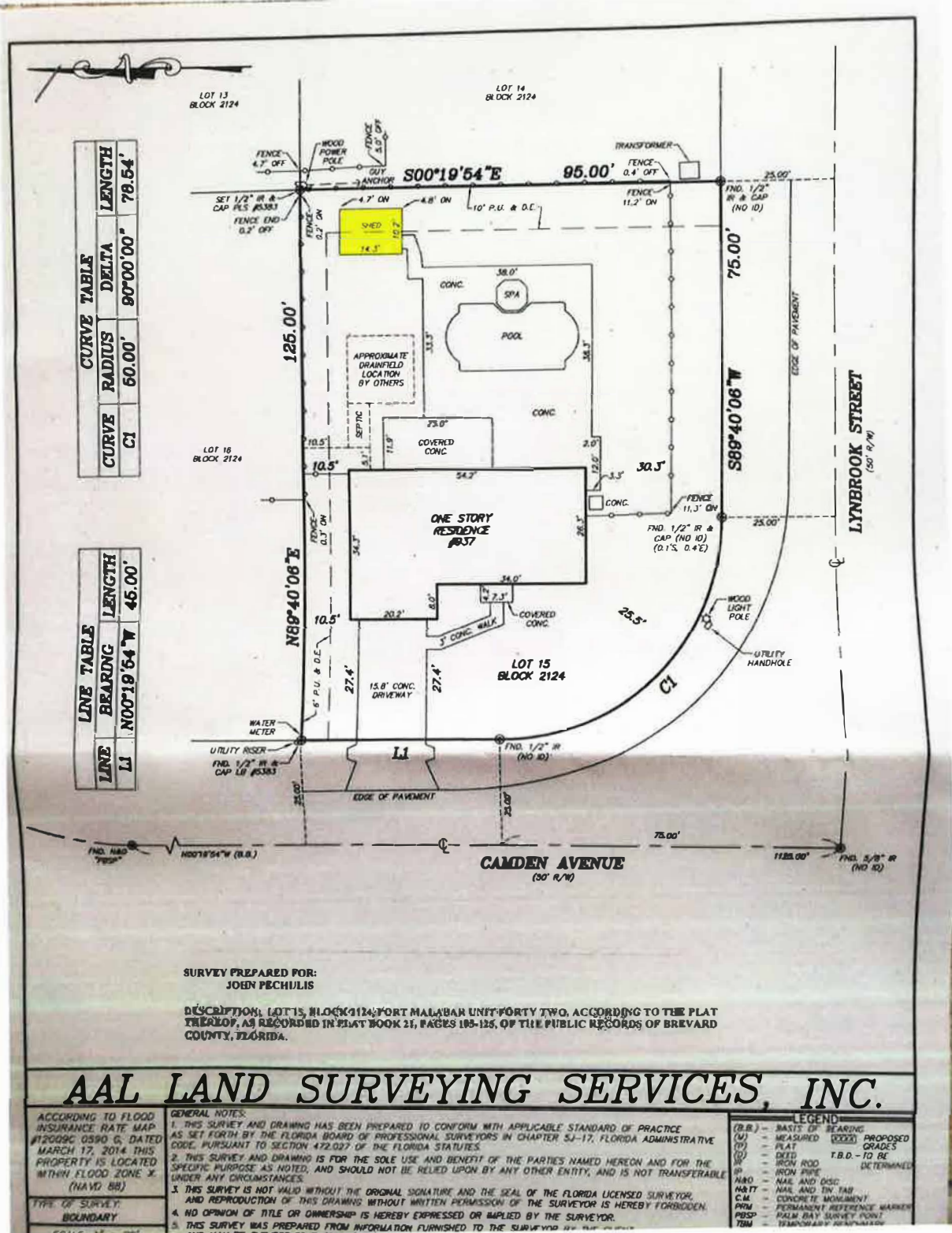
COMMENCE AT THE NORTHEAST CORNER OF SAID LOT 15 AND RUN SOUTH 89°40'06" WEST ALONG THE NORTH LINE OF SAID LOT 15, A DISTANCE OF 10.00 FEET; THENCE SOUTH 00°19'54" EAST, A DISTANCE OF 6.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT; THENCE NORTH 89°40'06" EAST, A DISTANCE OF 6.00 FEET; THENCE SOUTH 00°19'54" EAST, A DISTANCE OF 19.00 FEET; THENCE SOUTH 89°40'06" WEST, A DISTANCE OF 6.00 FEET; THENCE NORTH 00°19'54" WEST, A DISTANCE OF 19.00 FEET TO THE POINT OF BEGINNING. CONTAINING 114 SQUARE FEET OR 0.003 ACRES, MORE OR LESS.

SKETCH OF DESCRIPTION ONLY! THIS IS NOT A SURVEY!

AAL LAND SURVEYING SERVICES, INC.

SKETCH OF DESCRIPTION	1. THIS SKETCH AND DRAWING HAVE BEEN PREPARED TO CONFORM WITH APPLICABLE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 6J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. 2. BEARINGS ARE BASED ON ASSUMED DATUM AND ON THE LINE SHOWN AS BEING THE BASIS OF BEARINGS.	SHEET 2 OF 2
JOB # 37666	NOT VALID WITHOUT SHEET 1 OF 2	
DATE: 07-03-23 SECTION 22, TOWNSHIP 28S, RANGE 30E		SCALE: N/A
L.B. #6623		3970 MINTON ROAD WEST MELBOURNE, FL. 32904 (321) 768-8110

Survey and legal description for 937 Camden Ave NW, Palm Bay, FL 32907





Florida

PO Box 631244 Cincinnati, OH 45263-1244

GANNETT

PROOF OF PUBLICATION

Elena Sarazua
attn: Accounts Payable
City Of Palm Bay
120 Malabar Rd Se
Palm Bay FL 32907-3009

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the 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 Public Notices, was published on the publicly accessible website of Brevard County, Florida, or in a newspaper by print in the issues of, on:

11/13/2023

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 11/13/2023

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$93.08

Order No: 9509278

Customer No: 1127256

PO #:

of Copies:

1

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

NANCY HEYRMAN
Notary Public
State of Wisconsin

Ad#9509278 11/13/2023

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 December 7th, and December 21st, 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 -16-2023

Vacation of Easement is requested to vacate the Westerly 6 feet of the Easterly 10-foot Public Utility & Drainage Easement, less the Northerly 6 foot Public Utility & Drainage Easement, and less the Southerly 70 feet thereof containing 114 square feet or 0.003 acres, more or less, of Lot 15, Block 2124, Port Malabar Unit 42, according to the Plat thereof, as Recorded in Plat Book 21, Pages 105 - 125, of the Public Records of Brevard County, Florida. For an existing shed in the back yard.

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

RECEIVED

NOV 27 2023

CITY OF PALM BAY
PUBLIC WORKS

ORDINANCE 2023-105

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, VACATING AND ABANDONING A PORTION OF THE REAR TEN (10) FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT, LOCATED WITHIN LOT 15, BLOCK 2124, PORT MALABAR UNIT 42, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 21, PAGE 114, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND LEGALLY DESCRIBED HEREIN; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, John and Colleen Pechulis have 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 15, Block 2124, Port Malabar Unit 42, according to the plat thereof as recorded in Plat Book 21, Page 114, of the Public Records of Brevard County, Florida, Section 27, Township 28S, Range 36E, being more particularly described as follows:

Commencing at the northeast corner of said Lot 15 and run S 89°40'06" W along the north line of said Lot 15, a distance of 10.00 feet; thence S 00°19'54" E, a distance of 6.00 feet to the point of beginning of the herein described easement; thence N 89°40'06" E, a distance of 6.00 feet; thence S 00°19'54" E, a distance of 19.00 feet; thence S 89°40'06" W, a distance of 6.00 feet; thence N 00°19'54" W, a distance of 19.00 feet to the point of beginning; containing 114 square feet or 0.003 acres, more or less.

SECTION 2. The provisions within this ordinance shall take effect immediately upon submission and approval of the appropriate variance application.

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: John and Colleen Pechulis
Case: VE-16-2023

cc: Brevard County Recording
Applicant
Case File



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Patricia Smith, City Attorney

DATE: 12/7/2023

RE: Consideration of a Final Order for denial of Resolution 2023-38, requesting a conditional use to allow for a self-storage facility in CC (Community Commercial District) zoning 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).

October 19, 2023 City Council considered an application for a conditional use to allow a self-storage facility in Community Commercial District zoning. The subject property is a 3.57 acre parcel located south of and adjacent to Emerson Drive NW, in the vicinity east of St. Johns Heritage Parkway. The applicant indicated that the self-storage facility would likely employ 3 or 4 people. The City Council by a 3-1 vote, denied the application specifically citing inconsistency with the newly adopted Comprehensive Plan. The denial in a quasi-judicial matter requires findings of fact and conclusions of law. I have submitted a proposed order for Council's approval.

REQUESTING DEPARTMENT:

City Attorney's Office

RECOMMENDATION:

Motion to adopt final order in Case CU23-00007.

ATTACHMENTS:

Description

Denial of Conditional Use

Excerpts from Comprehensive Plan

**CITY COUNCIL
CITY OF PALM BAY, FLORIDA
CASE NO.: CU23-00007**

**IN RE: CONDITIONAL USE APPLICATION OF
ASCOT PALM BAY HOLDINGS, LLC**

ORDER

During a regular council meeting held on October 19, 2023, the Palm Bay City Council conducted a public hearing to consider the application for a conditional use permit. After the hearing, the City Council voted to deny the application by a vote of 3 to 1. In support of its decision to deny the conditional use application, the City Council makes the following Findings of Fact and Conclusions of Law:

FINDINGS OF FACT

1. Palm Bay is a municipality in Brevard County. The City is subject to the Part II Chapter 163 Growth Policy; County and Municipal Planning; Land Development Regulation.
2. The City amended the Future Land Use in its most recent Comprehensive Plan, City of Palm Bay 2045 Comprehensive Plan May 1, 2023, which became effective 31 days later.
3. The City has not amended the Land Development Code (LDC) to implement the changes to the Comprehensive Plan.
4. Ascot Palm Bay Holdings, LLC is a limited liability company and the owner of the property that is the subject of the conditional use application.
5. Section 163.3194, Florida Statutes requires that all government actions taken in regard to development orders must be consistent with its comprehensive plan.
6. All development orders issued by City must be consistent with the City's Comprehensive Plan.
7. The subject property is a 3.57-acre parcel located south of and adjacent to Emerson Drive NW, in the vicinity east of St. Johns Heritage Parkway.

8. The Property's current zoning is CC, Community Commercial District and the Property's current land use is COM, Commercial.
9. The Property is bordered to the north by CC, Community Commercial District; Vacant Land; to the east by PUD, Planned Unit Development; Vacant Land; to the South by PUD, Planned Unit Development; Vacant Land; and to the west by CC, Community Commercial District; Vacant Land.
10. The Applicant has requested a conditional use to allow self-storage to be developed on land zoned community commercial.
11. Self-storage is a conditional use in the Community Commercial District. Section 185.043(D)(9), Palm Bay Code of Ordinances. The Land Development Code (LDC) also contains additional requirements in Section 185.088(F), Palm Bay Code of Ordinances.
12. The proposed project is located on Emerson Drive NW, between Jupiter Boulevard NW and St. Johns Heritage Parkway. This section of Emerson Drive is classified as a major collector, urban roadway in the City of Palm Bay 2045 Comprehensive Plan.
13. During the public hearing the Applicant testified that "there's several subdivisions being built out in the northwest part of town and they're going to need commercial services. The site is zoned commercial. It's part of a commercial node at the intersection of the Parkway and Emerson.
14. The Applicant indicated that if the conditional use was granted the site would employ two or maybe three people.
15. Objective FLU-1.3 of the Comprehensive Plan was adopted to "promote the development of sustainable neighborhoods that provide a diverse range of housing options, are supported by public facilities, and maintain access to commercial areas for goods, services, and employment."
16. The Comprehensive Plan must be based upon data and analysis that may include surveys, studies, community goals and vision, and other data available at the time of adoption of the comprehensive plan or plan amendment. Support data or summaries may be used to aid in the determination of compliance and consistency. § 163.3177(1)(f), Fla. Stat.

17. The supporting data and summaries used in preparation of the Comprehensive Plan were included and adopted as part of the Comprehensive Plan.
18. One significant purpose of the future land use objective and policies in the Comprehensive Plan is shaping the future of commercial within the City and transforming the City from its bedroom community roots.
19. The data collected in support of the Comprehensive Plan revealed the City had a “commuting culture” resulting from General Development Corporation’s influence on the City’s rapid population growth and “its lack of vision for establishing strong commercial and industrial centers.” (Future Land Use page 3, Comp. Plan).
20. The studies also indicated that less than 15% of the City’s total land area is currently utilized for commercial and industrial development. *Id.* As a result, the City’s large residential population must travel to other communities (such as the neighboring Cities of Melbourne and Titusville) to meet their needs for goods, services, and employment. *Id.* at 3-4.
21. In implementing the Comprehensive Plan, the City is seeking to increase commercial that increases goods, services and employment so that its residents can live, work and play within the City.

CONCLUSIONS OF LAW

22. “All land development regulations enacted or amended shall be consistent with the adopted comprehensive plan, or element or portion thereof, and any land development regulations existing at the time of adoption which are not consistent with the adopted comprehensive plan, or element or portion thereof, shall be amended so as to be consistent. [...] During the interim period when the provisions of the most recently adopted comprehensive plan, or element or portion thereof, and the land development regulations are inconsistent, the provisions of the most recently adopted comprehensive plan, or element or portion thereof, shall govern any action taken in regard to an application for a development order.” § 163.3194 (1)(b), Fla. Stat.
23. Each municipality is required to adopt or amend and enforce land development regulations that are consistent with and implement the adopted comprehensive plan within 1 year after submission

of its comprehensive plan or revised comprehensive plan for review pursuant to Section 163.319.

§ 163.3202, Fla. Stat.

24. A development order is consistent with the comprehensive plan “if the land uses, densities or intensities, capacity or size, timing, and other aspects of the development are compatible with and further the objectives, policies, land uses, and densities and intensities in the comprehensive plan and if it meets all other criteria enumerated by the local government.” §163.3194(3)(a), Fla. Stat.
25. A development approved or undertaken by a local government shall be consistent if it “further(s) the objectives, policies, land uses, and densities or intensities in the comprehensive plan and if it meets all other criteria enumerated by the local government.” § 163.3194 (3)(b), Fla. Stat.
26. The comprehensive plan sets “general guidelines and principles concerning its purposes and contents . . . shall be construed broadly to accomplish its stated purposes and objectives.” § 163.3194(4)(a), Fla. Stat.
27. The City Council finds that the request for a conditional use to allow a self-storage facility on property at the intersection of a commercial node, and bordered by land zoned PUD is inconsistent with Objective FLU-1.3 of the Comprehensive Plan. The proposed self-storage would not support the development of sustainable neighborhoods by providing access to commercial areas for goods, services, and employment. Moreover, the conditional use would not further the objectives and principles of the comprehensive plan aimed at counteracting the bedroom community that compels residents to travel to neighboring cities to meet their needs for goods, services and employment.

DONE AND ORDERED in Palm Bay, Brevard County, Florida this 6th day of December 2023.

Rob Medina, Mayor

Date filed with the City Clerk_____

PALM BAY 2045

COMPREHENSIVE PLAN



01



FUTURE LAND USE

Objective FLU-1.3

Promote the development of sustainable neighborhoods that provide a diverse range of housing options, are supported by public facilities, and maintain access to commercial areas for goods, services, and employment.

Policy FLU-1.3A. Maintain regulations in the LDC to accommodate a wide range of housing types and varying densities in conformance with this Plan.

Policy FLU-1.3B. High density residential development shall be directed to areas of the City which possess:

- (a) Alternative transportation infrastructure such as bike lanes, trails, transit, and sidewalks;
- (b) Nonresidential uses which meet the daily needs of residents for goods, services, and employment; and
- (c) public facilities, such as centralized water and sewer systems, available for connection.

Policy FLU-1.3C. Reevaluate the City's Subdivision Regulations to promote walkability, internal and external connectivity, and alternative modes of travel.

Policy FLU-1.3D. All new development shall connect to the City's central water and sewer system, unless exempted within the provisions of the Infrastructure Element.

Policy FLU-1.3E. Requests to change the FLUM determined to negatively impact hurricane evacuation plans, routes, or shelter facilities as determined by the review criteria contained in the Coastal Management Element (CME) shall be denied.

Policy FLU-1.3F. New development projects must mitigate hurricane sheltering and evacuation impacts in accordance with the CME and the LDC.

Objective FLU-1.4

Provide and maintain FLUCs and zoning districts that would accommodate a diverse range of nonresidential activities of varying types and sizes.

Policy FLU-1.4A. The LDC shall direct commercial activities to develop at nodes, rather than along roadway corridors. Where appropriate, developments within these nodes shall provide:

- (a) Shared access, parking, and loading facilities;
- (b) Context-sensitive connections to nearby or adjacent residential neighborhoods;
- (c) Transitions in density, intensity, and uses between nearby or adjacent uses;
- (d) A branded wayfinding and signage program;
- (e) Coordinated, quality architecture; and
- (f) Buffering tools such as landscaping, open space, berms, walls, and/or other suitable

screening mechanisms to protect adjacent established single-family neighborhoods.

Policy FLU-1.4B. Amend the LDC to allow professional offices when utilized as:

- (a) a transition between commercial and residential uses; or
- (b) infill on properties within developed portions of the community infeasible for residential, commercial, or mixed-use development.

Policy FLU-1.4C. Amend the LDC to encourage the development of neighborhood-scale commercial uses within, or within close proximity to, residential areas.

Objective FLU-1.5

Support the creation of harmonious mixed-use communities with residential and nonresidential uses collocated and integrated into a sustainable development pattern.

Policy FLU-1.5A. Support the creation and growth of community activity centers, which include a mix of residential and nonresidential uses within a compact, walkable setting, by:

- (a) Developing a master plan for the potential community activity center along Tukey Creek;
- (b) Directing developers to locate higher density and intensity activities within activity centers; and
- (c) Establishing branded wayfinding and signage programs for new and existing community activity centers.

Policy FLU-1.5B. Establish development incentives for developers to redevelop properties which provide waterfront access and viewsheds to Turkey Creek, Palm Bay, and the Indian River Lagoon.

Policy FLU-1.5C. Work with the community to establish a long-term vision and strategic plan for Port Malabar Units 51, 52, and 53 (also known as The Compound).

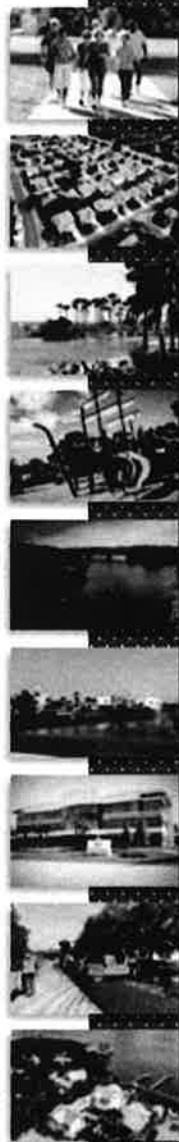
Policy FLU-1.5D. Continue to explore opportunities to incorporate more innovative planning principles into the LDC which may help cultivate a more sustainable land use pattern, such as:

- (a) Adopting form-based code regulations for community activity centers;
- (b) Requiring buildings to be placed closer to the street;
- (c) Permitting smaller lot sizes;
- (d) Incentivizing construction that utilizes low impact development (LID) techniques;
- (e) Reducing minimum parking requirements and requiring parking facilities to be located to the rear or side of buildings;
- (f) Promoting shared driveway, parking, loading, stormwater, and other similar facilities between uses of similar use and scale;
- (g) Establishing a transfer of development rights (TDR) program; and
- (h) Permitting the clustering of uses to preserve wetlands, open space, and other valuable natural amenities.

Policy FLU-1.5E. Continuously evaluate the effectiveness of the LDC in promoting efficient land use patterns.

Policy FLU-1.5F. Discourage the proliferation of strip and automobile-oriented development.

01



FUTURE LAND USE

Table of Contents

1.0 INTRODUCTION	1
1.1 Historical context	1
1.2 Geographic Context	1
1.3 Demographic & Socioeconomic Context	2
1.4 Community Character	3
1.4.1 Suburban Living	3
1.4.2 Commuting Culture.....	3
2.0 LAND USE INVENTORY	6
2.1 Existing Land Use	6
2.2 Natural Resources	8
2.2.1 Waterbodies, Wetlands, & Floodplains	8
2.2.2 Soil Permeability	9
2.2.3 Aquifer Recharge.....	9
2.3 Historic & Cultural Resources	9
2.4 Public Facilities & Services	9
2.4.1 Water & Sewer	9
2.4.2 Airports	10
2.4.3 Railways.....	10
2.4.4 Prisons & Detention Centers.....	10
2.4.5 Military Installations.....	10
2.5 Community Redevelopment Area.....	10
3.0 LAND USE ANALYSIS	11
3.1 Projected Population	11
3.2 Future Land Use	12
3.2.1 City of Palm Bay Future Land Use Categories	14
3.2.2 Brevard County Future Land Use Categories	16
3.3 Holding Capacity	18
3.4 Prevention of Urban Sprawl.....	21
3.5 Considerations for Advancing Equity	21
3.5.1 Environmental Justice.....	21
3.5.2 Heritage Preservation	22
3.5.3 Community Engagement	22

1.0 INTRODUCTION

The Future Land Use Element (FLUE) is intended to determine the distribution, location, and intensity of uses necessary for accommodating the City's projected population growth, advance its economic interests, minimize impacts to the natural environment, and deliver high-quality public facilities and services. The Data & Analysis portion of this Element provides the basis for future land use decisions and policy changes made by the City. Topics related to land use explored as part of this analysis include demographics and socioeconomic conditions, community character, existing land use, natural resources, historic and cultural preservation, public facilities and services, population growth, future land use, urban sprawl, and considerations for equity.

1.1 HISTORICAL CONTEXT

At the mouth of Turkey Creek where it meets the Indian River, a small but charming settlement known as Tillman slowly began to take shape during the nineteenth century. However, the pace of growth quickly escalated by the arrival of the railroad in the late 1800s, which allowed local farming operations to export their goods to markets throughout the region. Tillman's growing agricultural economy attracted a wealth of new workers and their families to the area, resulting in a sharp rise in the community's population. Yet, this growth would soon slow once again as poor drainage practices at the time hurt the viability of the soil, which caused many local farms to shutter their operations—sharply diminishing the area's population by the early 1920's.

Nevertheless, those who remained in Tillman organized and sought to rebrand their community by renaming the town to Palm Bay, which more aptly reflected the area's local ecosystem and proximity to the water. By the time the City was officially incorporated in 1960, Palm Bay's population stood at approximately 2,800 residents. Around this time, exciting new commercial and industrial projects began to arise within and around Palm Bay—the most prolific of which was the John F. Kennedy Space Center (located in Merritt Island) which helped earn the region its nickname as Florida's Space Coast.

During this time, large-scale residential investments were being made in the area as well. In 1959, the area's leading developer, the General Development Corporation (GDC), purchased large tracts of land and quickly began developing single-family neighborhoods and homes throughout Palm Bay, which allowed the City's population to surge exponentially to 62,632 by 1990—rendering Palm Bay as Brevard County's most populous city. Over thirty years later, this distinction remains, as the City's population was estimated to be 127,256 in 2022—the overwhelming majority of which live in single-family neighborhoods.

Many challenges stemming from the City's quick rise in population continue to persist: the City lacks a defined downtown, the transportation network remains oriented overwhelmingly to the automobile, commercial and industrial development has not kept pace with residential growth, and the housing stock is predominately limited to single-family products. Yet, opportunities for bringing positive changes to Palm Bay have been identified as well, including the completion of the St. Johns Heritage Parkway interchange, the continued progress of several large-scale development projects, and the creation of a new community-driven vision plan for the City. This 2045 Comprehensive Plan addresses the ongoing and emerging topics by establishing a renewed set of Goals, Objectives, and Policies backed by well-informed data and analyses.

1.2 GEOGRAPHIC CONTEXT

Located in Central Florida and spanning a total of 86 square miles, the City of Palm Bay can be found in the southeastern quadrant of Brevard County. The City is surrounded by the Three Forks Conservation Area to the west, Melbourne & West Melbourne to the north, the Indian River Lagoon to the east, and the Indian River County boundary to the south. The community is intersected by two of Florida's most heavily-traveled roadways—I-95

(which splits the City vertically) and US Highway 1, which is located along Palm Bay’s eastern boundary. **Map FLUE-1** provides a regional snapshot of the City of Palm Bay, while **Map FLUE-2** provides a more detailed look at the current City limits.

1.3 DEMOGRAPHIC & SOCIOECONOMIC CONTEXT

According to the latest decennial Census, the City of Palm Bay possessed a permanent population of 119,760 in 2020 and is estimated to have grown to 127,256 residents as of June 2022. One method of understanding the lifestyles and rich character of Palm Bay’s population is to conduct a profile and analysis of its current demographic (age, sex, and race/ethnicity) and socioeconomic (income, occupation, and education) composition. These findings can then be compared to Brevard County and the State of Florida as a whole to better understand the challenges and opportunities which may be unique to Palm Bay. This comparison is shown in **Tables FLUE-1 & FLUE-2**.

Table FLU - 1: Demographic Comparison – City, County, & State

	City of Palm Bay	Brevard County	State of Florida
Total Population	127,256 ¹	619,038	22,114,754
Total Households ²	40,918	262,376	8,760,977
Average Household Size ³	3.11	2.36	2.52
Median Age	41	48	43
Female Population (%)	52	51	51
Male Population (%)	48	49	49
Senior Population (%)	20	26	22
Race/Ethnicity			
White Alone (%)	60.2	73.1	56.7
Black Alone (%)	17.8	9.7	14.9
American Indian Alone (%)	0.4	0.4	0.4
Asian Alone (%)	2.0	2.7	3.0
Pacific Islander Alone (%)	0.1	0.1	0.1
Some Other Race Alone (%)	6.0	3.5	7.5
Two or More Races (%)	13.5	10.6	17.4
Hispanic Origin (%)	18.2	11.6	27.1
Diversity Index	71	56	77
¹ According to June 2022 electric water meter counts for residential developments within the City. ² Determine by dividing Total Population (Row 2) by Average Household Size (Row 4) ³ Determined by dividing the City’s 2020 Census population (119,760) by Palm Bay’s estimated number of occupied housing units in 2020 (38,486) according to the Shimerberg Center’s Florida Housing Data Clearinghouse (FHDC) at the University of Florida			

Sources: City of Palm Bay, ESRI Business Analyst Online, 2022.

Table FLU - 2: Socioeconomic Comparison – City, County, & State

	City of Palm Bay	Brevard County	State of Florida
Median Household Income	\$55,542	\$64,216	\$65,438
Persons in Poverty (%)	13.4	9.9	13.1
Median Home Value	\$214,832	\$272,299	\$285,477
Owner Occupied Housing Units (%)	76.8	76.7	66.1
Renter Occupied Housing Units (%)	23.2	23.3	33.9
Employed Population (%)	95.8	95.9	96.1

	City of Palm Bay	Brevard County	State of Florida
Unemployed Population (%)	4.2	4.1	3.9
High School Graduate or Higher (%)	88.4	93.4	88.5
Bachelor's Degree or Higher (%)	19.6	30.9	20.5

Sources: American Community Survey, 2020; City of Palm Bay, ESRI Business Analyst Online, 2022.

Highlights from the demographic and socioeconomic data available for the City of Palm Bay reveal several important characteristics about the community, particularly when compared at the County and State level. In terms of demographic makeup, Palm Bay residents generally live in larger households and are younger than their comparatives. Socioeconomically, households in Palm Bay generally make less money and are likelier to own less expensive homes than those living in other portions of the County and State. When taken as whole, this information indicates that Palm Bay is a family-oriented community rich with growing, working-class households.

1.4 COMMUNITY CHARACTER

Much of Palm Bay's character today can be traced back to the rapid development led by the GDC in the latter half of the 20th century. Like many other GDC-developed communities, including Port Charlotte, North Port, and Port St. Lucie, extremely large tracts of agricultural and natural lands were purchased and divided into thousands of single-family lots that were often sold to northern retirees with disposable income. As a result, many of these developments eventually grew into sprawling bedroom communities—often lacking the critical components of typical cities, including downtowns, commercial and industrial employment centers, and multifamily housing options. However, the City of Palm Bay remains steadfast in its attempts to correct planning mistakes of the past. Although this section attempts to describe Palm Bay's community character today, it is highly likely these descriptors will no longer be appropriate as the City continues to evolve in the decades ahead.

1.4.1 Suburban Living

Residential neighborhoods in Palm Bay consist primarily of single-family residences built between 1950 and 2009. These neighborhoods are scattered throughout the City, accounting for the primary use of land within the jurisdiction. The vast majority of these neighborhoods feature suburban roadway networks with poor internal and external connectivity. This type of roadway network often isolates residents in their neighborhoods and creates barriers to simplified, connected, and streamlined travel—particularly to pedestrians and cyclists. Additionally, many neighborhoods within the City are currently not served by the City's centralized water and sewer system and thus rely on private wells and septic tanks.

Although single-family homeownership continues to be aspiration for many American families, national changes in lifestyle preferences and economic circumstances have created a significant market for more urbanized living, where residents can live, work, play, and grow all within a walkable setting. Higher-density housing products, particularly those within a walkable distance to public and private goods and services are nearly nonexistent within Palm Bay. By diversifying the local housing stock, the City will be more likely to attract families from a wider range of backgrounds, income levels, and lifestyles.

1.4.2 Commuting Culture

One of the consequences of the General Development Corporation's influence on the City's rapid population growth was its lack of vision for establishing strong commercial and industrial centers. As detailed later in the Existing Land Use section of this report, less than 15% of the City's total land area is currently utilized for commercial and industrial development. Their absence from the community often forces its large residential population to travel to other communities (such as the neighboring Cities of Melbourne and Titusville) to meet

their needs for goods, services, and employment. This phenomenon is further evidenced by the employment figures in **Table FLUE-3**.

Table FLU - 3: Business & Employment Indicators Comparison – City, County, & State

	City of Palm Bay	City of Melbourne	City of Titusville
Total Population	127,256	85,993	48,685
Employed Civilian Population – Age 16+ ¹	61,865 (48.6%)	42,507 (49.4%)	22,114 (45.4%)
Total Daytime Population ²	92,451 (–34,805) ³	109,405 (+23,412) ³	52,168 (+3,483) ³
Total Number of Businesses	2,912	5,717	2,616
Total Number of Employees	20,952	56,329	21,274
Average Number of Employees Per Business ⁴	7.2	9.9	8.1
Jobs/Employed Population Ratio ⁵	0.34	1.33	0.96
¹ Includes those who are non-military employees or are self-employed, including those who work 15 hours or more for a family business (paid or unpaid) or those who are temporarily absent from work due to illness, vacation, or other personal reasons. ² Includes workers (civilian, non-military employed at work, and armed forces personnel ages 16+) and residents (population age 0-15, unemployed adults, those not in the labor force, and employed civilians who are not working temporarily due to illness, vacation, etc.). ³ Total Daytime Population minus Total Population ⁴ Total Number of Businesses divided by the Total Number of Employees ⁵ Total Number of Employees divided by the Employed Civilian Population – Age 16+			

Sources: City of Palm Bay, ESRI Business Analyst Online, 2022.

Despite sharing a similar proportion of employed working age residents between the three cities, Palm Bay has a significantly lower proportion of businesses and jobs compared to the City's total population. This relative lack of employment opportunities often results in a commuting culture, where residents typically spend their days [and often their money] in communities other than their own. This appears to be the case for the City of Palm Bay which, unlike the Cities of Melbourne and Titusville, has a significant reduction in its total daytime population. Considering that many Americans desire to have shorter commutes to work, the relative lack of jobs in the city limits may result in many prospective residents choosing to move to neighboring communities rather than Palm Bay.

Although the volume of businesses and jobs is important to the economic viability of a community, identifying the types of industries found within each City is critical to understanding where Palm Bay may be struggling to compete with its largest neighbors. An industry breakdown (organized into the Standard Industrial Classification (SIC) system) for Palm Bay, Melbourne, and Titusville is shown in the following tables. **Table FLUE-4** shows the total number of businesses comprising each industry, while **Table FLUE-5** identifies the total number of persons employed by industry.

Table FLU - 4: Number of Businesses per Industry Comparison – City, County, & State

Industry (by SIC Code)	City of Palm Bay		City of Melbourne		City of Titusville	
	#	%	#	%	#	%
Agriculture & Mining	98	3.4	113	2.0	39	1.8
Construction	316	10.9	420	7.3	132	6.1
Manufacturing	66	2.3	145	2.5	58	2.7
Transportation	73	2.5	115	2.0	57	2.6
Communication	23	0.8	57	1.0	17	0.8

	City of Palm Bay		City of Melbourne		City of Titusville	
Utility	7	0.2	17	0.3	2	0.1
Wholesale Trade	71	2.4	139	2.4	44	2.0
Retail Trade	568	19.5	1,100	19.2	486	22.4
Finance, Insurance, & Real Estate	226	7.8	559	9.8	193	8.9
Services ¹	1,031	35.4	2,289	40.0	883	40.8
Government	67	2.3	94	1.6	69	3.2
Unclassified ²	367	12.6	669	11.7	186	8.6
Total	2,913	100.0	5,717	100.0	2,166	100.0

¹Services includes the following SIC Code categories: Hotels & Lodging, Automotive Services, Motion Pictures & Amusements, Health Services, Legal Services, Education Institutions & Libraries, & Other Services.

²Unclassified refer to businesses which did not report an SIC code.

Source: ESRI Business Analyst Online, 2022.

Table FLU - 5: Number of Employees per Industry Comparison – City, County, & State

	City of Palm Bay		City of Melbourne		City of Titusville	
Industry (by SIC Code)	#	%	#	%	#	%
Agriculture & Mining	306	1.5	531	0.9	226	1.1
Construction	1,455	6.9	2,311	4.1	818	3.8
Manufacturing	770	3.7	2,085	3.7	532	2.5
Transportation	371	1.8	1,467	2.6	370	1.7
Communication	95	0.5	497	0.9	211	1.0
Utility	24	0.1	83	0.1	3	0.0
Wholesale Trade	468	2.2	2,634	4.7	361	1.7
Retail Trade	6,360	30.4	12,259	21.8	5,079	23.9
Finance, Insurance, & Real Estate	1,110	5.3	3,515	6.2	969	4.6
Services ¹	7,767	37.1	28,348	50.3	8,639	40.6
Government	2,131	10.2	1,765	3.1	3,927	18.5
Unclassified ²	95	0.5	834	1.5	139	0.7
Total	20,952	100.0	56,329	100.0	21,274	100.0

¹Services includes the following SIC Code categories: Hotels & Lodging, Automotive Services, Motion Pictures & Amusements, Health Services, Legal Services, Education Institutions & Libraries, & Other Services.

²Unclassified refer to businesses which did not report an SIC code.

Source: ESRI Business Analyst Online, 2022.

Despite its larger population, the City of Palm Bay has a lower volume of businesses than both Melbourne and Titusville. Yet, as shown in **Table FLUE-4**, the composition of each city's industry share is relatively similar. Services comprises the largest percentage of each city's total volume of businesses, with retail trade coming in second.

Table FLUE-5 reveals starker contrasts between the three local economies. Unlike business volume, where the City of Palm Bay possesses more total private enterprises than Titusville, Palm Bay currently maintains less employment opportunities than both Melbourne and Titusville. In fact, Melbourne (which possesses 32% less population than Palm Bay), more than doubles the job opportunities found in Palm Bay. Additionally, Palm Bay's proportion of Service jobs (much of which is comprised of highly skilled and well-paid sectors like health and legal services) is lower than both of its neighbors. Alternatively, Palm Bay has a larger proportion of Retail Trade jobs than its comparatives, which often relies on unskilled labor and offers lower wages.

To continue to attract new residential and nonresidential investment into the City, Palm Bay must seek to render itself more competitive with its neighboring cities by seeking to increase the total number of businesses and jobs available within its community. As explored throughout this Element, a critical step in achieving this goal necessitates a frequent evaluation, monitoring, and revising (as necessary) of its land use policies regarding new commercial and industrial development opportunities.

2.0 LAND USE INVENTORY

2.1 EXISTING LAND USE

Using Department of Revenue (DOR) use codes included in the Brevard County Property Appraiser tax parcel shapefile, **Map FLUE-3** summarizes the existing land uses and development pattern found within the City, while **Table FLUE-6** reveals the acreage comprised by each land use category.

Table FLU - 6: Existing Land Use Composition

Existing Land Use	Acres	Percentage of Total
Low Density Residential	13,158	28.1%
Agricultural	5,475	11.7%
Public/Institutional	2,056	4.4%
Industrial	1,141	2.4%
Commercial	942	2.0%
Recreational	893	1.9%
Moderate Density Residential	568	1.2%
High Density Residential	301	0.6%
Office/Professional	221	0.5%
Right-of-Way/Utilities	123	0.3%
<i>Total Developed Area</i>	<i>24,878</i>	<i>53.1%</i>
<i>Total Undeveloped Area (Vacant)</i>	<i>22,001</i>	<i>46.9%</i>
Total Area	46,879	100%

Sources: Brevard County Property Appraiser, S&ME, 2022.

Of the nearly 47,000 acres of land included within Palm Bay's current municipal limits, only 53.1% (24,878.1 acres) is considered to be developed. By a significant margin, the largest existing land use within the City is *low density residential*, which occupies more than 28% of the City's total land area at 13,158 acres. The only remaining land use category comprising more than five percent of Palm Bay's total acreage is *agricultural* at 11.7% (5,475.4 acres). A brief description of each existing land use category (along with their typical uses and general location) within the City is provided as follows.

Low Density Residential

The low-density residential land use category includes low density housing accommodations such as single-family detached dwellings and mobile home units. This type of residential development comprises the vast majority of the City's housing stock and can be found throughout the City.

Agricultural

This designation represents areas used for agricultural activities and rural residential development located on the fringes of the urban areas. Uses found in the agriculture areas may include vegetable farms, livestock ranches, fruit groves, plant nurseries and silviculture activities, as well as kennels, farm equipment storage and sales, and other

more intensive uses. As shown on the Existing Land Use Map, agricultural land uses are primarily located within the southern area of the City.

Public/Institutional

Public/Institutional uses consist of public, semi-public and private not-for-profit uses, such as civic and community centers, hospitals, libraries, police and fire stations, and government administration buildings. This category also includes churches, social service facilities, cemeteries, nursing homes, emergency shelters, and other similar uses. Educational facilities, such as public or private schools (primary or secondary), vocational and technical schools, and colleges and universities, are also included in this category. This land use is located throughout the City.

Industrial

Industrial uses typically include warehousing, wholesaling/distribution, heavy equipment repair, assembly, processing, motor vehicle impoundment facilities, construction offices, and outdoor storage. This use is located primarily in the northeastern area of the City (near the Indian River) and in the southwestern area of the community.

Commercial

The commercial land use category consists of a variety of restaurant and retail uses including, but not limited to, fast-food establishments, clothing stores, automobile service facilities, and more. The Existing Land Use Map shows that commercial land is primarily located along the City's major corridors, such as I-95, Palm Bay Road, US Highway 1, and Malabar Road.

Recreation

Lands designated as Recreational on the Existing Land Use Map include parks, open spaces, and public or private golf courses. Recreational uses are located throughout Palm Bay, with the largest being Fred Poppe Regional Park, Turkey Creek Sanctuary Park, and The Majors Golf Course.

Moderate Density Residential

The medium density residential land use category includes attached medium density housing accommodations such as duplexes, triplexes, and quadruplexes. This land use category is predominately located in the northeastern area of the City.

High Density Residential

This land use category describes residential structures within the City capable of accommodating a large number of dwellings and frequently takes the form of multi-story apartments or condominiums. This use can be found in the northeastern portion of the City along San Filippo Drive, Malabar Road, Port Malabar Boulevard, Palm Bay Road, and US Highway 1.

Office/Professional

This land use category describes lands within the City that contain professional offices, such as medical complexes, office buildings, executive suites, and some condominiums which are used for office space. This category is similar to Commercial in that it is often near major roadway corridors and is generally separated from low density residential areas.

Right-of-Way/Utilities

This land use category contains infrastructure designed to accommodate the City's inventory of residential and nonresidential uses, including utility boxes, railroads, stormwater retention facilities, and some roadway corridors.

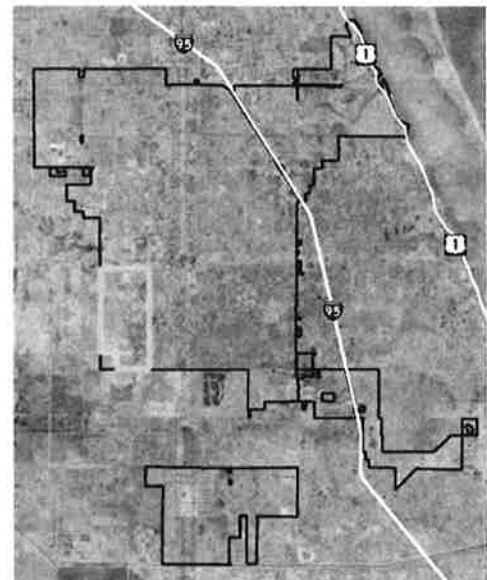
The designation is scattered throughout the City with heavier concentrations in the northeast and along Malabar Road.

Undeveloped Lands (Vacant)

Over 22,000 acres within Palm Bay remains vacant, which includes parcels that are either currently undeveloped or unimproved. This may include lots in subdivisions that have already been platted, but are not developed, as well as lands that currently have no active buildings. As shown in **Map FLUE-3**, vacant lands are found throughout Palm Bay, but are primarily located in the western areas of the City, as well as recently annexed areas in the southern portion of the community.

Nearly 3,000 acres of the Palm Bay's inventory of vacant lands are located within the southwest portion of the City in an area known as The Compound (pictured to the right in **Figure FLU-1**). Like much of Palm Bay, this area was originally purchased and subdivided by the GDC. However, shortly after constructing much of the area's internal road network, the Corporation went bankrupt and failed to develop the area's remaining infrastructure system, including water, sewer, and electricity. Today, the majority of The Compound remains vacant and unkempt. Additionally, near-term development of the area isn't likely, as a significant portion of the area's subdivided lots are owned by different individuals and organizations who do not currently reside in Palm Bay.

Figure FLU - 1: The Compound



2.2 NATURAL RESOURCES

The City of Palm Bay is rich with a wide variety of natural resources. The protection and maintenance of these natural amenities not only serve to elevate the quality of life for Palm Bay's residents and visitors alike, but also help preserve and enhance Florida's native ecosystem as whole. An inventory and analysis of these resources are presented below.

2.2.1 Waterbodies, Wetlands, & Floodplains

The largest body of water within the City of Palm Bay is the Indian River, which is located in the northeastern portion of the City. The Indian River is a brackish lagoon that runs for 121 miles along the coast of Florida and makes up part of the intracoastal waterway. This lagoon also feeds into Turkey Creek, which is one of the City's most prominent bodies of water and is located northeast of Port Malabar Boulevard. As demonstrated in **Maps FLUE-4** and **FLUE-5**, wetlands and floodplains are also present within the City. Wetland features can be found within 4,809 acres of the City (excluding lakes, ponds, rivers, and lagoons) and are primarily found along the banks of the Indian River, lining the City's western boundary, and north of Centerlane Road. Alternatively, floodplains cover a much larger portions of the City at 16,741 acres and are located primarily in the western- and southern-most portions of Palm Bay. These important environmental features will need protection, preservation, and/or mitigation if these areas develop in the future, which can increase the cost and timeline of development considerably.

2.2.2 Soil Permeability

The development potential of land can be affected by the types of soils present. Soils that have poor load bearing features or drain poorly will be more difficult and costly to develop. Other soils may not be suitable for certain types of development and septic tanks. The soil types best suited to support development in the City are those that are well to excessively drained and occurring in large areas on uplands, such as the Norfolk, Arredondo, and Candler soils. As demonstrated in **Map FLUE-6**, most of the soil in Palm Bay is labeled as poorly drained, speckled with locations that are very poorly drained. The soils labeled as excessively well drained and well drained are concentrated in the northeastern corner of the City, along the Indian River, US Highway 1, and Port Malabar Boulevard.

2.2.3 Aquifer Recharge

As shown in **Map FLUE-7**, all land within the city limits of Palm Bay are located within an aquifer discharge area, which are areas where groundwater seeps up to the soil surface or into streams. While recharge involves the downward movement and influx of groundwater to an aquifer, discharge involves the upward movement and outflux of groundwater from an aquifer. Waterlogging and salinity are most likely to occur in these areas and are generally found in lower elevations.

2.3 HISTORIC & CULTURAL RESOURCES

The City of Palm Bay currently does not maintain a local registry of historically significant resources or a historic preservation ordinance. Instead, the City relies on the listing maintained by the Florida Division of Historical Resources (FDHR) in their Florida Master Site File (FMSF), which is the State of Florida's official inventory of historical and/or cultural resources. Categories of resources recorded within the FMSF include archeological sites and historical structures, cemeteries, bridges, districts, and landscapes.

Figure FLU - 2: St. Joseph's Catholic Church



According to the FMSF, past surveys have recorded 23 structures, one cemetery, two bridges, and 16 resource groups found within the City. As shown on **Map FLUE-8**, only one resource is listed on the National Registry of Historic Places—the St. Joseph's Catholic Church (photographed in **Figure FLUE-2**), a historic structure which was registered in 1987. Additionally, there is currently one resource group which has been determined to be eligible for potential listing on the national registry (Florida East Coast Railroad), as well as one bridge (US Highway 1 overpassing Turkey Creek).

Continuing to identify, recognize, and celebrate Palm Bay's historic and cultural resources will be critical to the future

success of the community in establishing a sense of place, cultivating civic pride, and supporting economic development within the City for centuries to come.

2.4 PUBLIC FACILITIES & SERVICES

2.4.1 Water & Sewer

The presence and availability of centralized potable water and sanitary sewer systems are critical to supporting future residential and nonresidential development within a community. Fortunately, the City of Palm Bay currently owns, operates, and maintains its own water and sewer systems; however, significant developed and undeveloped

portions of the City remain disconnected from these networks. For instance, approximately 14% of all households within the City are currently not connected to the centralized water system and thus rely on private wells to meet their water needs. **Map FLUE-9** illustrates the extent of the Water Service Area within Palm Bay. The City is hopeful to serve residents and businesses alike which are currently not connected to the potable water system in the near future. However, there are no immediate plans to expand the water system into underserved areas, as the Utilities Department's primary focus is on rehabilitating the existing system and accommodating developer-driven expansion.

Existing and potential connections to the City's sanitary sewer system are even more sporadic, as approximately 60% of Palm Bay households remain disconnected from centralized sewer services. Similar to water services, a majority of households served by the City's sanitary sewer system are located in northeast Palm Bay, within the Sanitary Sewer Service Area (**Map FLUE-10**). As such, many of the City residents continue to rely on personal septic tanks to meet their wastewater needs. The City desires to connect residential and nonresidential developments which currently utilize septic tanks; however, the Utilities Department focus remains primarily on rehabbing the existing sewer system and accommodating the expansion needs of developers.

2.4.2 Airports

There are no airports within the borders of Palm Bay, but the Melbourne Orlando International Airport is located just north of the City in the neighboring community of Melbourne. Similarly, there is a small public airport south of the City in the Town of Grant-Valkaria called Valkaria Airport.

2.4.3 Railways

There is currently one railway which passes through the City, running parallel to US Highway 1 in the northeastern portion of the City. The railway is owned by the Florida East Coast Railway and runs between the cities of Jacksonville and Miami.

2.4.4 Prisons & Detention Centers

There are currently no prisons or detention centers within or near Palm Bay's City Limits.

2.4.5 Military Installations

Sec. 3175(4), Florida Statutes, details additional comprehensive planning requirements for municipalities which possess a qualified military installation within their jurisdiction. Although the U.S. Air Force Malabar Transmitter Annex (5600 Minton Road) is located within Palm Bay, it is not identified by the State of Florida as military installation warranting additional protections within the City's Plan. The facility is currently used as an auxiliary communications annex in support of space activities for NASA and the U.S. Space Force.

2.5 COMMUNITY REDEVELOPMENT AREA

Six years after completing an extensive Findings of Necessity study in 1994, the City of Palm Bay adopted Ordinance 2000-39 which officially established the *Bayfront Community Redevelopment District and Bayfront Community Redevelopment Agency (CRA)*. The District, which comprises approximately 1,070 acres, is located in the northeastern-most portion of the City and shares a boundary with the Palm Bay City Limits to the north, east, and south, while the District's western boundary is formed by Lipscomb Street and the Florida East Coast Railway corridor. This boundary can be seen in the FLUM (**Map FLUE-11**) at the end of this document.

The Bayfront Community Redevelopment District is a vital tool which assists the City with its land use planning efforts—particularly when addressing conditions of slum and blight through targeted investments, programming, and development incentives. These efforts are made possible through the District’s Tax Increment Financing (TIF) fund which is managed by the Bayfront CRA. These funds can only be spent on the projects, programs, and incentives specifically identified in the Bayfront Community Redevelopment Plan, which was last updated in 2009. Goals, Objectives, and Policies have been included within the Comprehensive Plan to ensure the provisions of the Redevelopment Plan are successfully implemented. The operational timeframe for the Bayfront Community Redevelopment Area is scheduled to sunset in May 2024.

3.0 LAND USE ANALYSIS

According to the 2020 decennial census, the City of Palm Bay’s permanent population in 2020 was 119,760. Two years later, the total number of residents is estimated to be 127,256 according to June 2022 electric water meter counts for residential developments within the City. As supported by historical population data, development trends, and new applications for residential projects, the City is expecting further population growth within the 2045 planning horizon. The following section provides population projections at five-year increments through the 2045 planning horizon and identifies how the City’s Future Land Use Map (FLUM) is capable of accommodating this growth without further contributing to the localized urban sprawl.

3.1 PROJECTED POPULATION

For comprehensive planning purposes, Chapter 163 of the Florida Statutes requires local governments to develop permanent and seasonal population projections to anticipate the land, housing, and services necessary to accommodate current and new residents. The most widely used source for determining future population projections within the state is the Bureau of Economic and Business Research (BEBR) at the University of Florida. However, BEBR only provides population projections at the County level and does not include any data on seasonal residents.

Therefore, the population projections for the City of Palm Bay were derived by performing a step-down analysis utilizing the latest Brevard County population projections provided by BEBR. In this popular form of population analysis, the City’s historic and current share of the County’s population is used to predict the City’s population in the future. This information is supplemented by seasonal population data derived from housing data provided by the Shimberg Center for Housing Studies’ Florida Housing Data Clearinghouse (FHDC). The result of this analysis is shown in **Table FLUE-7**.

Table FLU - 7: City of Palm Bay Population Projections

	2020	2025	2030	2035	2040	2045
Brevard County (BEBR Med/High Avg.) ¹	606,612	664,200	707,150	743,250	775,250	803,750
Permanent Palm Bay Population	119,760	131,129	139,609	146,736	153,053	158,680
Seasonal Palm Bay Population	6,164	6,750	7,186	7,553	7,878	8,168
Cumulative Palm Bay Population	125,924	137,879	146,795	154,289	160,931	166,848
¹ Performing a step-down analysis using BEBR's Medium Population Estimates for Brevard County resulted in projections that were determined to be too low when considering historical population data, development trends, and new applications for residential projects within the City. Alternatively, projections resulting from BEBR High Population Estimates were estimated to be too excessive for the same reason. As a result, this analysis utilizes an average of BEBR Medium and High Population Estimates for Brevard County.						

Source: BEBR, City of Palm Bay, FHDC, S&ME, 2022.

3.2 FUTURE LAND USE

The City's Future Land Use Map (FLUM) has designated lands throughout the City which can accommodate Palm Bay's projected population growth through the 2045 planning horizon. The range of uses, densities, and intensities permitted on each property is determined by the site's future land use designation. As part of the Comprehensive Plan Update process, the City has amended its future land use categories (FLUC). Some FLUCs have received name changes, several categories have been consolidated into a new designation, and two FLUCs have been established but are not yet implemented on the FLUM. These changes are highlighted in **Table FLUE-8**.



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Lisa Frazier, AICP, Growth Management Director

DATE: 12/7/2023

RE: Resolution 2023-45, granting a conditional use to allow for automotive gas/fuel sales in NC (Neighborhood Commercial District) zoning on property located at the southwest corner of Emerson Drive and Glencove Avenue (3.00 acres) (Case CU23-00003, Sunrise Plaza Enterprise, Inc.). (Quasi-Judicial Proceeding)

The subject property is a three (3) acre parcel with Neighborhood Commercial zoning located at the southwest corner of Glencove Avenue NW and Emerson Drive NW. The applicant has provided a conceptual plan with a proposed 3,000 square foot gas station, along with restaurant and retail/office space. The applicant intends on keeping the property undivided. The conditional use request is specifically to allow retail automotive gas/fuel sales to be developed on vacant land.

Section 185.042(D)(1) of the Code of Ordinances establishes retail automotive gas/fuel sales as a conditional use in the Neighborhood Commercial District and provides specific requirements to be met before permitting this use. Retail automotive gas/fuel sales establishments shall be located on arterial roadways, at a signalized intersection of a major collector road, or on corner lots at the intersection of collector streets or a higher functional classification as identified in the adopted Palm Bay Comprehensive Plan. No more than two (2) corner lots at any intersection shall be used for retail gasoline or automotive fuel sales. The proposed project is located on Emerson Drive NW, between Jupiter Boulevard NW and St. Johns Heritage Parkway. This section of Emerson Drive is classified as a major collector, urban roadway in the City of Palm Bay 2045 Comprehensive Plan, and the intersection with Glencove Avenue NW is a signalized intersection. The proposed project will be the first retail automotive gas/fuel sales establishment development at this intersection.

City Council has the authority to request additional and reasonable conditions and safeguards associated with this conditional use.

REQUESTING DEPARTMENT:

Growth Management

RECOMMENDATION:

Motion to approve CU23-00003.

Planning and Zoning Board Recommendation:

The Board will consider this case at its meeting on December 6, 2023. The Board's recommendation will be provided to City Council prior to the regular Council meeting.

ATTACHMENTS:

Description

CU23-00003 Staff Report

CU23-00003 Conceptual Plan

CU23-00003 Citizen Participation Meeting Report

CU23-00003 Application

CU23-00003 Letter of Authorization

CU23-00003 Legal Acknowledgement

CU23-00003 Legal Ad

Resolution 2023-45



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

CU23-00003

PLANNING & ZONING BOARD HEARING DATE

November 1, 2023

PROPERTY OWNER & APPLICANT

Sunrise Plaza Enterprise, Inc. (Richard Franzblau, Esq., Rep.)

PROPERTY LOCATION/ADDRESS

A portion of Tract I, Port Malabar Unit 44, Section 22, Township 28, Range 36, Brevard County, Florida. Located at the southwest corner of Glencove Avenue NW and Emerson Drive NW; Tax Account 2857966

SUMMARY OF REQUEST

A Conditional Use to allow retail automotive gas/fuel sales in the Neighborhood Commercial District, in accordance with Section 185.042(D)(1) of the Palm Bay Code of Ordinances.

Current Zoning

NC, Neighborhood Commercial District

Current Land Use

COM, Commercial

Site Improvements

Vacant Land

Site Acreage

Approximately 3 acres

SURROUNDING ZONING & USE OF LAND

North

NC, Neighborhood Commercial District; Vacant Land

East

RS-2, Single-Family Residential District; Single-Family Residences

South

RS-2, Single-Family Residential District; Single-Family Residences

West

NC, Neighborhood Commercial District; Vacant Land

COMPREHENSIVE PLAN

COMPATIBILITY

Yes, Commercial Use

BACKGROUND:

The subject property is a three (3) acre parcel located at the southwest corner of Glencove Avenue NW and Emerson Drive NW. The applicant has provided a conceptual plan with a proposed 3000 square foot gas station, along with restaurant and retail/office space.

The applicant intends on keeping the property undivided. The conditional use request is specifically to allow retail automotive gas/fuel sales to be developed on vacant land.

ANALYSIS:

Section 185.042(D)(1) of the Code of Ordinances establishes retail automotive gas/fuel sales as a conditional use in the Neighborhood Commercial District and provides specific requirements to be met before permitting this use. An administrative site plan review will be required to ensure compliance with all applicable codes.

Retail automotive gas/fuel sales establishments shall be located on arterial roadways, at a signalized intersection of a major collector road, or on corner lots at the intersection of collector streets or a higher functional classification as identified in the adopted Palm Bay Comprehensive Plan. No more than two (2) corner lots at any intersection shall be used for retail gasoline or automotive fuel sales. The proposed project is located on Emerson Drive NW, between Jupiter Boulevard NW and St. Johns Heritage Parkway. This section of Emerson Drive is classified as a major collector, urban roadway in the City of Palm Bay 2045 Comprehensive Plan, and the intersection with Glencove Avenue NW is a signalized intersection. The proposed project will be the first retail automotive gas/fuel sales establishment development at this intersection. No other retail automotive gas/fuel sales establishments are in the vicinity.

A minimum street frontage of one hundred and fifty (150) feet on each abutting street is required. In addition, no driveway or access shall be permitted within one hundred (100) feet from an intersection of collector streets or higher functional classification. The conceptual plan shows approximately two hundred thirty-four (234) feet of frontage along Emerson Drive NW, and approximately four hundred forty-four (444) feet of frontage along Glencove Avenue NW. It appears the site is large enough to meet the frontage and driveway spacing requirements. The dimensions to confirm these requirements have been met will be required during the administrative site plan review.

Gasoline, fuel pumps, storage tanks and other service island equipment are required to 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. There is residentially zoned land across Glencove Avenue NW

to the east, and adjacent to the subject property to the south. The dimensions to confirm these requirements have been met will be required during the administrative site plan review.

Underground storage is required for all receptacles for combustible materials in excess of two hundred (200) gallons. Development and operation of the fuel pumps and attendant storage tanks shall be in compliance with §§ [176.01](#) et seq. of the code of ordinances. Underground tanks have not been noted on the conceptual plan, but this will also be reviewed in detail during the administrative site plan review.

CODE REQUIREMENTS:

To be granted conditional use approval, requests are evaluated upon items (A) through (H) 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.

Ingress and egress are proposed on both Glencove Avenue NW and Emerson Drive NW. However, no driveway or access shall be permitted within one hundred (100) feet from an intersection of collector streets or higher functional classification. The conceptual plan provided shows the proposed development appears able to meet these requirements, however dimensions will be needed to confirm the requirements are met during the administrative site plan review. An additional information will be necessary during the administrative review to show that larger vehicles can navigate the site in case of fire or other emergencies. For pedestrian safety, Public Works has indicated that on-site to off-site sidewalks connections are required for all buildings. The off-site sidewalks along Glencove Avenue NW and Emerson Drive NW are already in place.

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.

Section 185.140(G)(10) of the Code of Ordinances establishes parking requirements for food stores at one (1) space for each two hundred (200) square feet of gross floor area. The proposed retail automotive gas/fuel sales establishment is 3,000 square feet, which will require fifteen (15) parking spaces. The conceptual plan shows that there is adequate space to meet the parking requirements for a variety of uses on the site. A specific breakdown of uses and parking requirements will be reviewed during the administrative site plan review.

Section 185.141(D)(1) requires buildings or structures containing retail, food store, or similar retail or service uses which have an aggregate gross floor area of over five thousand (5,000) square feet, but not over twenty-five thousand (25,000) square feet to provide one (1) off-

street loading space of at least fourteen (14) feet wide, forty-five (45) feet long, and having fourteen (14) feet of vertical clearance. These spaces have not been shown on the conceptual plan, but the site will be required to meet all requirements during the administrative site plan review.

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

The Utilities Department stated they have no objections to the proposed project. Any necessary 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 conceptual plan shows a dry retention pond along the portion of Glencove Avenue NW in front of the proposed retail automotive gas/fuel sales, which will create additional distance between this use and the single-family residential area across the street. The project will be required to meet all landscaping requirements during the administrative site plan review.

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.

Proposed sign locations are not shown on the conceptual plan. Signage, lighting, and photometric plans will be required for administrative site plan review. 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.

On the conceptual plan, the site data incorrectly indicates a 20-foot rear yard setback. That will need to be increased to 25 feet. The project will be required to meet all setback and landscaping requirements during the administrative site plan review.

Item (G): The proposed use will not constitute a nuisance or hazard because of the number of persons who will attend or use the facility, or because of vehicular movement, noise, fume generation, or type of physical activity. The use as proposed for development will be compatible with the existing or permitted uses of adjacent properties.

The proposed project is located at a signalized intersection of a major collector roadway and will be the first site used for the purpose of retail automotive gas/fuel sales at this intersection.

It is bordered by vacant commercial land to the north and west. Public Works has indicated they will require a traffic study during the administrative site plan review.

Item (H): 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 CU23-00003 meets the minimum requirements for approval of a conditional use.



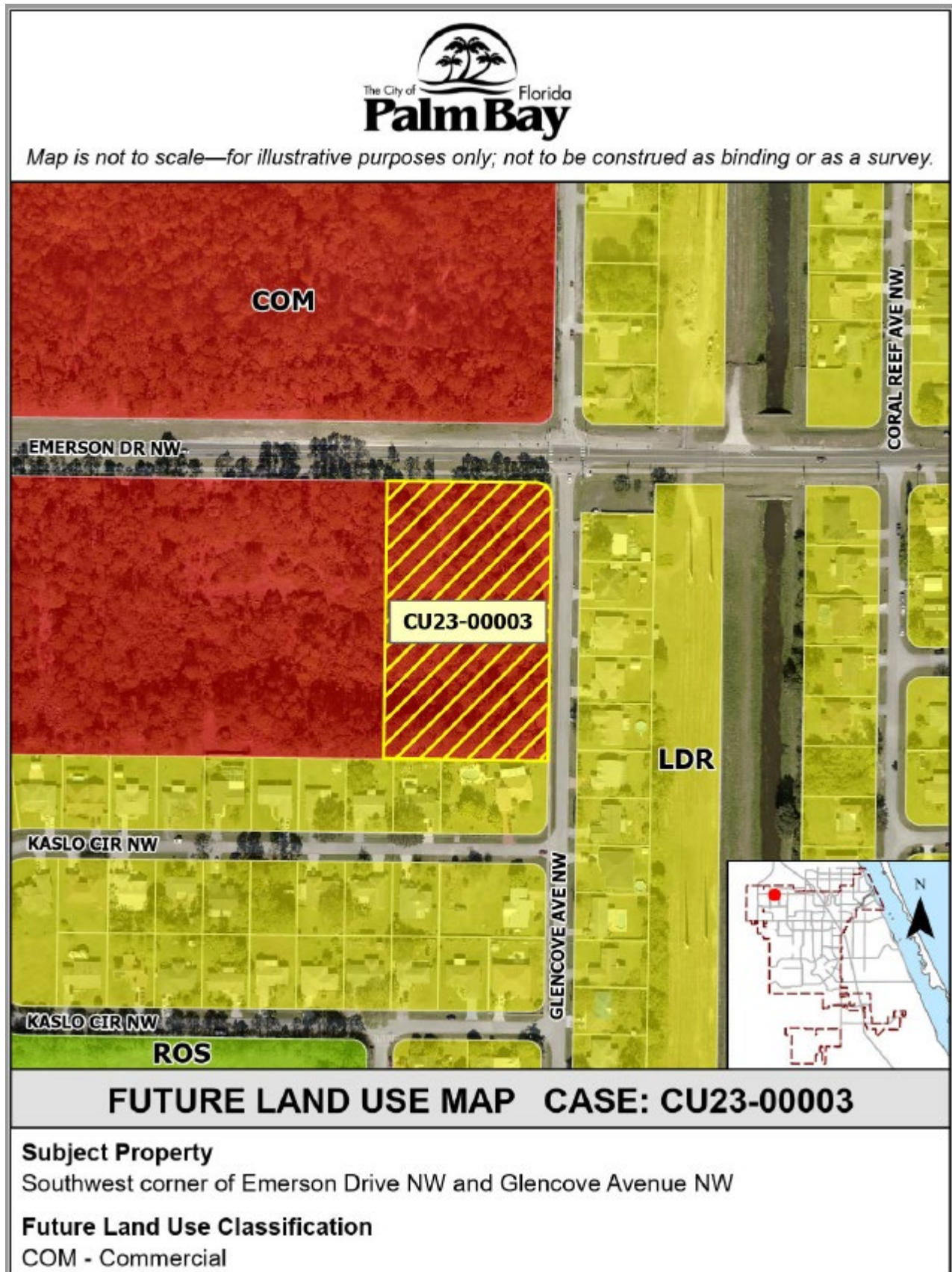
Map is not to scale—for illustrative purposes only; not to be construed as binding or as a survey.

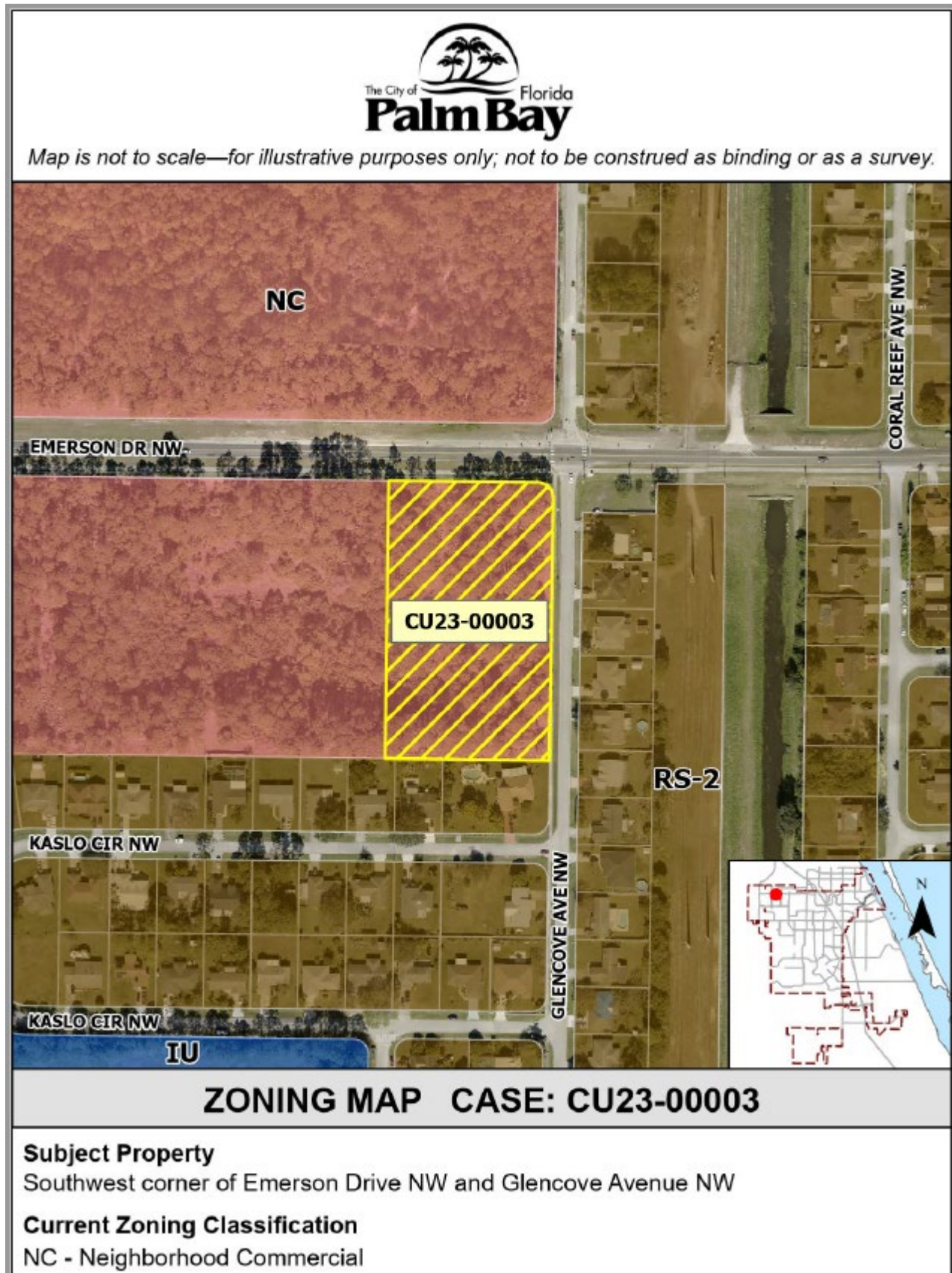


AERIAL LOCATION MAP CASE: CU23-00003

Subject Property

Southwest corner of Emerson Drive NW and Glencove Avenue NW







CITIZEN PARTICIPATION REPORT

Applicant should follow established Citizen Participation Plan as specified in § 169.005 CITIZEN PARTICIPATION PLANS.

CASE DETAILS

Applicant Name	SUNRISE PLAZA ENTERPRISE, INC.
Project Name	EMERSON PLAZA
Case Type	CONDITIONAL USE APPLICATION
Case Description	APPLICATION FOR SHOPS AND GAS STATION
Intended Month of Submission	JULY OR AUGUST 2023

INFORMATION ON THE CITIZEN PARTICIPATION MEETING

Notice to the Public (Date)	MAY 26, 2023
Date of CPP	JUNE 5, 2023
Location of the Meeting	HOLIDAY INN EXPRESS 1206 SE MALABAR RD, PALM BAY, FL 32907
Number of Attendees	30-35

[illegible]

Richard Franzblau LLC

ATTORNEY AT LAW

*Admitted in
DC, FL, NJ, NY & PA

3505 Lake Lynda Drive, Suite 200
Orlando, FL 32817
rick@franzblauesq.com

Richard D. Franzblau*

Tel: (407) 595-1826

Fax: (321) 413-0300

June 12, 2023

Land Development
City of Palm Bay
190 Malabar Road SE
Palm Bay, Florida 32907
landdevelopmentweb@palmbayflorida.org

Attn: Director of Growth Management

re: Prospective Conditional Use Application by Sunrise Plaza Enterprise, Inc.
for Commercial Plaza at SW intersection of Emerson Drive and Glencove Road

Dear Director:

On Monday June 5, 2023, starting at 6:00 pm at the Holiday Inn Express located at 1206 Malabar Road SE, Palm Bay, FL, the Citizen Participation Plan meeting took place. for the prospective commercial plaza at SW intersection of Emerson Drive and Glencove Road Attached to this report is a copy of the notice of the meeting sent to all citizens or residents within a 500' radius of the proposed commercial center, as required by the City of Palm Bay. A copy was also sent to you by e-mail.

On behalf of the developer, Nazim Ali, the principal of Sunrise Plaza Enterprise, Inc., Bruce Taylor, Project Engineer, and myself, as counsel, all were present to explain the project and respond to the questions and concerns of the individuals attending the meeting. There were approximately 40 people in attendance for the entire duration of the meeting (A sign in sheet was circulated so that we could continue to communicate with the attendees). Citizens attending the meeting included homeowners and residents from the immediate radius of the prospective development and beyond. Additionally, the president of the local homeowner's association attended the Citizen Participation Plan meeting.

Substance of Concerns, Issues and Problems Expressed During the Process

The mailing sent to the recipients included renderings which displayed the commercial center as having a number of fast-food shops, a convenience store and a gas station with eight gasoline pumps. Although the renderings included in the mailing were only ideas for the commercial center, a number of residents expressed concerns about safety and crime, if a gas station and convenience store were to be developed at the site in question. The following issues were raised with respect to the commercial center:

Director of Growth Management
Page 2 of 2
June 11, 2023

- Concern over any potential increase in criminal activity and undesirable elements being attracted to the neighborhood;
- An unwanted increase in vehicular traffic and commensurate increase in traffic jams, vehicle and pedestrian incidents;
- A feared decrease in real property values.
- several citizens expressed concern that the center would become a hangout for teen-agers and become a locus for taking or selling illegal drugs.

Also requests were made for traffic surveys and crime studies.

The President of the local homeowner's association stated that a proposed development in the same vicinity had been withdrawn due to the lack of a "connector". She asked if that issue had now been resolved. No one present knew the answer.

How the Applicant plans to address the Concerns, Issues and Problems Expressed During the Process

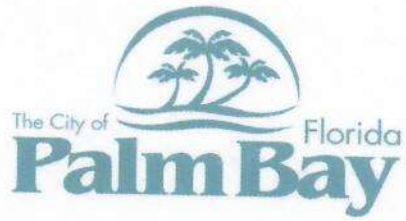
Mr. Ali, the President of Sunrise Plaza Enterprise, Inc. explained to the people in attendance that the renderings included in the mailing were only illustrative concepts, and no final decisions had been made regarding the tenant mix at the center. He stated that the center did not have to be all retail fast-food units and that he will proactively seek to include medical offices and other commercial tenants, such as real estate and/ or insurance agents. Additionally, he indicated that surveys, if needed, could be conducted for traffic impact, noise and criminal activity.

A number of those present expressed appreciation to Mr. Ali for his willingness to work with local residents to address their concerns and to avoid problems at the site in order to be a good neighbor.

Very truly yours,
Richard Franzblau LLC


Rick Franzblau

cc: Sunrise Plaza Enterprise, Inc.
Bruce Taylor



LIST OF ATTENDEES

Number	Name of attendee	Number	Name of attendee
1.	SEE ATTACHED SIGN-IN SHEET	2.	
3.		4.	
5.		6.	
7.		8.	
9.		10.	
11.		12.	
13.		14.	
15.		16.	
17.		18.	
19.		20.	
21.		22.	
23.		24.	
25.		26.	
27.		28.	
29.		30.	
31.		32.	
33.		34.	
35.		36.	

NAME +

CONTACT INFO

Richard & Mary Webster	1373 Glencove Ave NW
Erica & Tom Graver	1437 Glencove Ave NW
PAUL & ALANA MARTIN	NAPANEE ST NW
Gerard & JoAnn Perez	321-302-5704 1401 Kaslo Circle NW Palm Bay FL 32909
Cindy Alba	1289 Glencove Ave NW
Bob & Suzanne Kurz	1463 JASPER AVE NW
SANDY McDONALD	1413 Glencove NW
Marinos Roberts	1419 Kaslo Cir NW
Cheryl Roberts	1419 Kaslo Cir NW
Wesley & Glanda JANTON	1407 Kaslo Cir NW
Joanne Maciejewski	1454 Napanee St NW
Becky Snorn	1140 Ipswich St NW
Carmine Ferraro	4265 QUECHUA RD COLOGNE, TX 75927
Arlene McCann	1452 Jasper Ave NW
Clint McCann	1452 Jasper Ave NW
Mona & John Stukonis	1537 Napanee St NW
Maria Mornin	1422 Kaslo Circle NW
PAT IZZIE R. TIGLAW	321 984-0938
Dominic Young	(321) 480-4850
Heidi Mullis	1429 Kaslo Cir NW
Denise Valcin	321-223-3999 - R2scholarships@gmail.com
TOM GRAVER PRESIDENT NEIGHBORHOOD ASSOCIATION	TOMGRAVER1437@GMAIL.COM



**ADDITIONAL DOCUMENTS REQUIRED WITH CITIZEN PARTICIPATION PLAN REPORT
SUBMISSION**

1. Copy of notice sent (separate attachment)
2. Material distributed or presented at the meeting (separate attachment)
 - All the property owners within a 500-foot radius of the subject parcel shall be informed about the meeting date, time and location.

I hereby certify that information provided as part of this report is correct.

Signature, **NAZIM ALI, PRESIDENT, SUNRISE PLAZA ENTERPRISE, INC.**

Date: _____

June 25, 2023

CITIZEN PARTICIPATION PLAN

Date: March 28, 2023

Applicant: Sunrise Plaza Enterprise, Inc.

Development: A Conditional Use approval to allow a planned commercial development

Site: PORT MALABAR UNIT 44 PART OF TRACT I

The following information reflects the plan of the Applicant to notify interested parties of its pending application with the City of Palm Bay for the proposed development of this site, as described above; and to facilitate an open dialogue with such parties and attempt to address their concerns.

Persons Notified Directly: Method:

All persons or businesses residing within a 500' radius of the corners of the property (as provided by the Brevard County Property Appraisers office) will be notified of the meeting by mail of the application for development. (See Attachment "A" for the complete list of property owners to be notified),

Public Meetings:

- One public meeting will be held, as scheduled below, where current copies of the proposed site plan will be made available to the attending public.
 - May 15, 2023 8:00 pm @ Quality Inn 890 Palm Bay Rd, Palm Bay, FL 32905
- A 500' radius list of property owners will be used for mail delivery of the meeting announcement. This notice will be mailed on May 1, 2023 to the list of property owners. A copy of this notification is attached, see Attachment "B". (See Attachment "A" for the complete list of notified property owners).
- The Director of the Growth Management Department will be sent an invitation to attend the meeting.
- All attendees will be required to provide their name and mailing address, in order to be notified the attendees of any material change in the development plan.
- Minutes of the meeting will be taken outlining the attendees' comments and concerns, and a copy will be sent to the Growth Management Department.
- A report of the meeting will be provided to the Growth Management department in accordance with the ordinance.

The applicant acknowledges that upon completion of the process described above, it is required to submit a Citizen Participation Plan Report to the Growth Management Department at least five days prior to the City's first public hearing or final administrative review.

Richard Franzblau LLC
ATTORNEY AT LAW

*Admitted in
DC, FL, NJ, NY & PA

3505 Lake Lynda Drive, Suite 200
Orlando, FL 32817
rick@franzblauesq.com

Richard D. Franzblau*
Tel: (407) 595-1826
Fax: (321) 413-0300

June 12, 2023

Land Development
City of Palm Bay
190 Malabar Road SE
Palm Bay, Florida 32907
landdevelopmentweb@palmbayflorida.org

Attn: Director of Growth Management

re: Prospective Conditional Use Application by Sunrise Plaza Enterprise, Inc.
for Commercial Plaza at SW intersection of Emerson Drive and Glencove Road

Dear Director:

On Monday June 5, 2023, starting at 6:00 pm at the Holiday Inn Express located at 1206 Malabar Road SE, Palm Bay, FL, the Citizen Participation Plan meeting took place. for the prospective commercial plaza at SW intersection of Emerson Drive and Glencove Road Attached to this report is a copy of the notice of the meeting sent to all citizens or residents within a 500' radius of the proposed commercial center, as required by the City of Palm Bay. A copy was also sent to you by e-mail.

On behalf of the developer, Nazim Ali, the principal of Sunrise Plaza Enterprise, Inc., Bruce Taylor, Project Engineer, and myself, as counsel, all were present to explain the project and respond to the questions and concerns of the individuals attending the meeting. There were approximately 40 people in attendance for the entire duration of the meeting (A sign in sheet was circulated so that we could continue to communicate with the attendees). Citizens attending the meeting included homeowners and residents from the immediate radius of the prospective development and beyond. Additionally, the president of the local homeowner's association attended the Citizen Participation Plan meeting.

Substance of Concerns, Issues and Problems Expressed During the Process

The mailing sent to the recipients included renderings which displayed the commercial center as having a number of fast-food shops, a convenience store and a gas station with eight gasoline pumps. Although the renderings included in the mailing were only ideas for the commercial center, a number of residents expressed concerns about safety and crime, if a gas station and convenience store were to be developed at the site in question. The following issues were raised with respect to the commercial center:

Director of Growth Management
Page 2 of 2
June 11, 2023

- Concern over any potential increase in criminal activity and undesirable elements being attracted to the neighborhood;
- An unwanted increase in vehicular traffic and commensurate increase in traffic jams, vehicle and pedestrian incidents;
- A feared decrease in real property values.
- several citizens expressed concern that the center would become a hangout for teen-agers and become a locus for taking or selling illegal drugs.

Also requests were made for traffic surveys and crime studies.

The President of the local homeowner's association stated that a proposed development in the same vicinity had been withdrawn due to the lack of a "connector". She asked if that issue had now been resolved. No one present knew the answer.

How the Applicant plans to address the Concerns, Issues and Problems Expressed During the Process

Mr. Ali, the President of Sunrise Plaza Enterprise, Inc. explained to the people in attendance that the renderings included in the mailing were only illustrative concepts, and no final decisions had been made regarding the tenant mix at the center. He stated that the center did not have to be all retail fast-food units and that he will proactively seek to include medical offices and other commercial tenants, such as real estate and/or insurance agents. Additionally, he indicated that surveys, if needed, could be conducted for traffic impact, noise and criminal activity.

A number of those present expressed appreciation to Mr. Ali for his willingness to work with local residents to address their concerns and to avoid problems at the site in order to be a good neighbor.

Very truly yours,
Richard Franzblau LLC


Rick Franzblau

cc: Sunrise Plaza Enterprise, Inc.
Bruce Taylor

Richard Franzblau LLC

ATTORNEY AT LAW

*Admitted in
DC, FL, NJ, NY & PA

3505 Lake Lynda Drive, Suite 200
Orlando, FL 32817
rick@franzblauesq.com

Richard D. Franzblau*

Tel: (407) 595-1826

Fax: (321) 413-0300

May 24, 2023

FIRST CLASS U.S. MAIL

Notice of Citizen Informational Meeting on June 5, 2023 at 6:00 p.m.

Applicant: Sunrise Plaza Enterprise, Inc.

Project Site Address: Intersection of Emerson Road and Glencove Avenue, Palm Bay, FL

Zoning Request: Conditional Use Application for Commercial Shopping Plaza

Dear Palm Bay Citizen:

Sunrise Plaza Enterprise, Inc. ("Sunrise Plaza") will submit a conditional use application to the City of Palm Bay requesting approval for the development of a shopping plaza adjacent to the intersection of Emerson Drive NW and Glencove Avenue NW. Sunrise Plaza is inviting you to an informational meeting to discuss the zoning request, answer any questions you may have, and record any feedback you may have to offer which we will then present to City Staff, Planning and Zoning Board and City Commission as we move through the review and public hearing process for this request.

I have attached with letter, the site plan, some conceptual images of the Plaza, and additional documents for the project for your review prior to the informational meeting. We may have additional explanatory information with us at the meeting. If you have any questions you wish to submit in advance of the meeting, we would appreciate the opportunity to review them in advance to be sure we bring appropriate information to answer any of your questions or address your concerns at the meeting. The meeting is scheduled as follows:

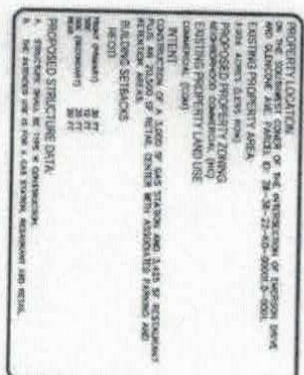
DATE: June 5, 2023
TIME: 6:00 – 7:00 p.m.
PLACE: Holiday Inn Express
1206 Malabar Road SE
Palm Bay, Florida

We hope to see you there. In the interim, please do not hesitate to contact me via email at rick@franzblauesq.com.

Best Regards,
Richard Franzblau LLC


Rick Franzblau

Enclosures

[illegible]



THE PLAZA



PLAZA SHOPS



GAS STATION STORE AND RESTAURANT



GAS STATION

Project Details: CU23-00003

Project Type: Conditional Use

Project Location: UNKNOWN # 2700 ANNELEIGH CIR Palm Bay, FL
Milestone: Submitted
Created: 3/28/2023
Description: Emerson Plaza
Assigned Planner: Tania Ramos

Contacts

Contact	Information
Owner/Applicant	Nazim Ali, President, SUNRISE PLAZA ENTERPRISE INC 1087 HIDDEN HARBOR LN KISSIMMEE, FL 34746 (203) 550-5425 imex2000@hotmail.com
Legal Representative	Rick Franzblau, Esq. 3505 Lake Lynda Drive, Orlando, FL 32817 (407) 595-1826 rdfranz@rdflc.com
Assigned Planner	Tania Ramos FL taniam.amos@palmbayflorida.org
Submitter	Rick Franzblau 3505 Lake Lynda Drive Suite 200 Orlando, -1 32817 (407) 595-1826 rdfranz@rdflc.com

Fields

Field Label	Value
Block	I
Lot	1
Section Township Range	22-28-36
Subdivision	KO
Year Built	
Use Code	1000
Use Code Desc	VACANT COMMERCIAL LAND

Project Details: CU23-00003

LotSize	
Building SqFt	
Homestead Exemption	
Taxable Value Exemption	
Assessed Value	
Market Value	
Land Value	
Tax ID	2857966
Flu Description	Commercial
Flu Code	COM
Zoning Description	Neighborhood Commercial
Zoning Code	NC
Size of Area (acres)	
Conditional Use Sought	Commercial Shopping Plaza,
or Special Requirements Use	Club or Lodge
Is Submitter the Representative?	False
Resolution Number	
Subdivision Name	PORT MALABAR UNIT 44

April 4

, 20²³

Re: Letter of Authorization

As the property owner of the site legally described as:

PORT MALABAR UNIT 44 PART OF TRACT 1 AS DESC IN ORB 4185 PG 2747

I, Owner Name: SUNRISE PLAZA ENTERPRISE, INC.

Address: 1087 HIDDEN HARBOR LANE KISSIMMEE, FL 34746

Telephone: 203-550-5425

Email: imex2000@hotmail.com

hereby authorize:

Representative: Richard Franzblau, Esq.

Address: 3505 Lake Lynda Drive, Suite 200 Orlando, FL 32817

Telephone: 407-595-1826

Email: rdfranz@rdflc.com

to represent the request(s) for:

an application for conditional use

Sunrise Plaza Enterprise, Inc.

By:

(Property Owner Signature)

Nazim Ali, President

STATE OF Florida

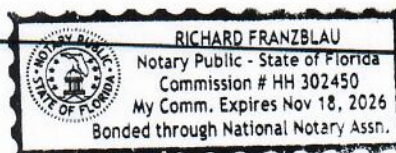
COUNTY OF Osceola

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4th day of April, 20²³ by

Nazim Ali, President of Sunrise Plaza Enterprise, Inc.

, property owner.

☒ Personally Known or ☐ Produced the Following Type of Identification: _____, Notary Public



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:

Rick Franzblau

On:

3/28/2023 4:37:11 PM

☒ CU23-00003

Select Language ▼



Florida

PO Box 631244 Cincinnati, OH 45263-1244

GANNETT

PROOF OF PUBLICATION

CITY OF PALM BAY
attn: Accounts Payable
City Of Palm Bay
120 Malabar Rd Se
Palm Bay FL 32907-3009

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the 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 Public Notices, was published on the publicly accessible website of Brevard County, Florida, or in a newspaper by print in the issues of, on:

10/19/2023

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 10/19/2023

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$115.85

Order No: 9401196

Customer No: 1127256

PO #: 230085

of Copies:

1

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

Ad#9401196 10/19/2023
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 November 1, 2023, and by the City Council on November 14, 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 1, 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

**Indicates quasi-judicial request(s).

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

NANCY HEYRMAN
Notary Public
State of Wisconsin

RESOLUTION 2023-45

A RESOLUTION OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, GRANTING A CONDITIONAL USE FOR RETAIL AUTOMOTIVE GAS/FUEL SALES IN NC (NEIGHBORHOOD COMMERCIAL DISTRICT) ZONING; WHICH PROPERTY IS GENERALLY LOCATED AT THE SOUTHWEST CORNER OF EMERSON DRIVE AND GLENCOVE AVENUE, AND LEGALLY DESCRIBED HEREIN; GRANTING THE USE AS A CONDITIONAL USE; PROVIDING FOR A COMMENCEMENT PERIOD; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, application for a conditional use in NC (Neighborhood Commercial District) zoning to allow for retail automotive gas/fuel sales has been made by Sunrise Plaza Enterprise, Inc., on property legally described herein, and

WHEREAS, the request was duly considered by the Planning and Zoning Board of the City of Palm Bay on December 6, 2023, which voted to recommend to the City Council approval, and

WHEREAS, all provisions applicable to the conditional use under Chapter 185, Zoning, Conditional Uses, Sections 185.085 and 185.086, and District Regulations, Sections 185.042 and 185.088, of the Palm Bay Code of Ordinances, have been addressed by the applicant, and

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

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

SECTION 1. The City Council of the City of Palm Bay hereby grants a conditional use to allow for retail automotive gas/fuel sales on property zoned NC (Neighborhood Commercial District), which property is legally described as follows:

A portion of Tract "I", Port Malabar Unit 44, according to the plat thereof as recorded in Plat Book 21, Page 155, of the Public Records of Brevard County, Florida; Section 22, Township 28S, Range 36E; containing 3.00 acres, more or less.

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

- A. Constructing the structures relevant to retail automotive gas/fuel sales 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'.
- 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 two (2) years 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 two (2) years of issuance of the first permit shall void the conditional use. The Applicant may seek an administrative extension of one (1) year by submitting a written request within sixty (60) days prior to the date of expiration.

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.

ATTEST:

Rob Medina, MAYOR

Terese M. Jones, CITY CLERK



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Lisa Frazier, AICP, Growth Management Director

DATE: 12/7/2023

RE: Resolution 2023-46, granting a conditional use to allow on-premise alcohol consumption accessory to an eating establishment in BMUV (Bayfront Mixed Use Village District) zoning, in accordance with Section 185.053(D)(2), Palm Bay Code of Ordinances, on property located east of and adjacent to Dixie Highway, in the vicinity south of Anglers Drive and west of Ridge Road (0.3 acres) (Case CU23-00014, AZAD Business Corp). (Quasi-Judicial Proceeding)

The subject property is a 0.3-acre improved parcel with a pre-existing restaurant. The applicant has remodeled the site's two existing two-story buildings and seeks to re-open a restaurant at this currently unoccupied location. The conditional use request is to allow alcohol service as an accessory to an eating establishment.

The site is a pre-existing, non-conforming, lot of record with a pre-existing, non-conforming structure. In 2009, all site plan, landscaping, and parking requirements for a dining establishment were met and site plan #1247 received administrative approval. The parking requirements for 102 seats and 12 staff are met through a perpetual grant of easement with the VFW site to the south and by a parking variance with the City (V-02-2009).

The proposed Conditional Use will be an Accessory Use to the Principal Use of a dining establishment. The applicant is re-using a vacant structure to open a family-friendly, full-service seafood restaurant with operating hours of 11am - 9pm on weekdays and 11am - 10pm on weekends. There will be no extended hours for the bar. This will ensure the site's compliance with the noise ordinance standards.

City Council has the authority to request additional and reasonable conditions and safeguards associated with this conditional use.

****Quasi-Judicial Proceeding.**

REQUESTING DEPARTMENT:
Growth Management

RECOMMENDATION:
Motion to approve case CU23-00014.

Planning and Zoning Board Recommendation:

The Board will consider this case at its meeting on December 6, 2023. The Board's recommendation will be provided to City Council prior to the regular Council meeting.

ATTACHMENTS:**Description**

CU23-00014 Staff Report

CU23-00014 Site Plan

CU23-00014 Variance

CU23-00014 Perpetual Easement

CU23-00014 Citizen Participation Meeting Report

CU23-00014 Application

CU23-00014 Letter Of Authorization

CU23-00014 Legal Acknowledgement

CU23-00014 Legal Ad

CU23-00014 Correspondence

Resolution 2023-46



STAFF REPORT

LAND DEVELOPMENT DIVISION

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

landdevelopmentweb@palmabayflorida.org

Prepared by

Kimberly Haigler, GIS Planner

CASE NUMBER

CU23-00014

PLANNING & ZONING BOARD HEARING DATE

November 1, 2023

PROPERTY OWNER & APPLICANT

Azror Ashrapov, AZAD Business Corp.
(Kevin Arbour, Rep)

PROPERTY LOCATION/ADDRESS

A portion of Lot 10, Hopsons Subdivision, Section 24, Township 28, Range 37, Brevard County, Florida, containing approximately 0.3 acres. Located east of and adjacent to Dixie Highway NE, in the vicinity south of the intersection of Dixie Highway NE and Anglers Drive NE, specifically 4391 Dixie Highway NE. Tax Account 2832838

SUMMARY OF REQUEST

A Conditional Use to allow alcohol service at a dining establishment within the Bayfront Mixed Use Village District, in accordance with Section 185.053(D)(2) of the Palm Bay Code of Ordinances.

Current Zoning

BMUV, Bayfront Mixed Use Village District

Current Land Use

COM, Commercial

Site Improvements

Two Existing, Two-Story Structures

Site Acreage

Approximately 0.3 acres

SURROUNDING ZONING & USE OF LAND

North

HC, Highway Commercial District; Gas Station

East

RS-1, Single-Family Residential District, Single-Family Home

South

HC, Highway Commercial District, VFW Post

West

BMU, Bayfront Mixed Use District, Vacant Two-Story Structure

COMPREHENSIVE PLAN

COMPATIBILITY

Yes, Commercial Use

BACKGROUND:

The subject property is approximately 0.3 acres and located east of and adjacent to Dixie Highway NE, in the vicinity south of the intersection of Dixie Highway NE and Anglers Drive NE. The property is identified as a portion of Lot 10, Hopsons Subdivision, Section 24, Township 28, Range 37, Brevard County, Florida, specifically addressed 4391 Dixie Highway NE with tax account 2832838.

The applicant has remodeled the site's existing two-story buildings and seeks to re-open a restaurant at this currently unoccupied location. The conditional use request is to allow alcohol service as an accessory to an eating establishment.

The site is a pre-existing, non-conforming, lot of record with a pre-existing, non-conforming structure. In 2009, all site plan, landscaping, and parking requirements for an eating establishment were met and site plan #1247 received administrative approval. The parking requirements for 102 seats and 12 staff are met through a perpetual grant of easement with the VFW site to the south and by a parking variance with the city (V-02-2009).

ANALYSIS:

Section 185.053(D)(2) of the Code of Ordinances establishes alcohol service as conditional use in the Bayfront Mixed Use Village District. The previously approved restaurant site plan has been provided.

The proposed Conditional Use will be an Accessory Use to the Principal Use of a dining establishment. The applicant is re-using a vacant structure to open a family-friendly, full-service seafood restaurant with operating hours of 11am-9pm on weekdays and 11am-10pm on weekends. There will be no extended hours for the bar. This will ensure the site's compliance with the noise ordinance standards.

The applicant has demonstrated compliance with the Citizen Participation Plan as outlined in Section 169.005 of the Land Development Code and the community meeting was held on September 5, 2023.

CODE REQUIREMENTS:

To be granted conditional use approval, requests are evaluated upon items (A) through (H) 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.

An ingress is provided at the front of the building off Dixie Highway NE and the egress is at the rear of the building off Ridge Road NE. The drive aisle meets the minimum of twenty-five (25) feet width for one way traffic. There is an existing sidewalk along Dixie Highway NE. It shall be noted that any future modifications will require FDOT review, and that driveway conditions be met.

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 general off-street parking area is located at the front of the buildings facing Dixie Highway NE and provides 24 parking spaces. An additional 20 spaces are provided through perpetual grant of easement with the VFW property directly to the south and by a parking variance with the City (V-02-2009). Staff is requiring that total guest seating be limited to 102 and that wheel stops be in place at every parking space as delineated on site plan #1247.

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

All utilities connections are pre-existing on this site. No upgrades will be required.

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

There is a pre-existing 6 ft cement wall that runs 350ft along the east side of Ridge Road NE, effectively providing a visual and sound screen for the residential area. The general parking area, main entrance, and outdoor dining area is located along the front of the buildings, along Dixie Highway NE. The dumpster enclosure is at the front of the buildings, opening south, towards the VFW parking lot as part of their pre-existing shared parking agreement.

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.

Applicant will be utilizing the pre-existing permitted signage and lighting on the site which conforms to current standards. Any modification to either will require a new permit application and be subject to administrative review. It shall also 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.

Open space is limited on the non-conforming lot; however, narrow landscaped areas provide

a visual buffer and prevent the flow of traffic onto the commercial properties to the north and south. The existing approved site plan was previously determined to conform to compatibility standards.

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 use as proposed for development will be compatible with the existing or permitted uses of adjacent properties.

The proposed restaurant will have operating hours of 11am-9pm on weekdays and 11am-10pm on weekends and the bar will not offer extended hours. These hours will ensure compliance with the noise ordinance standards. The one-way flow of traffic through the site, with ingress off Dixie Highway NE and egress onto Ridge Road NE provides safe movement and maneuverability of vehicles.

Item (H): 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:

Staff recommends Case CU23-00014 for approval, 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.



SITE LOCATION MAP

CASE: CU23-00014 &
CU23-00016

Subject Property

East of and adjacent to Dixie Highway NE, in the vicinity south of the intersection of Dixie Highway NE and Anglers Drive NE



Map is not to scale—for illustrative purposes only; not to be construed as binding or as a survey.



AERIAL LOCATION MAP

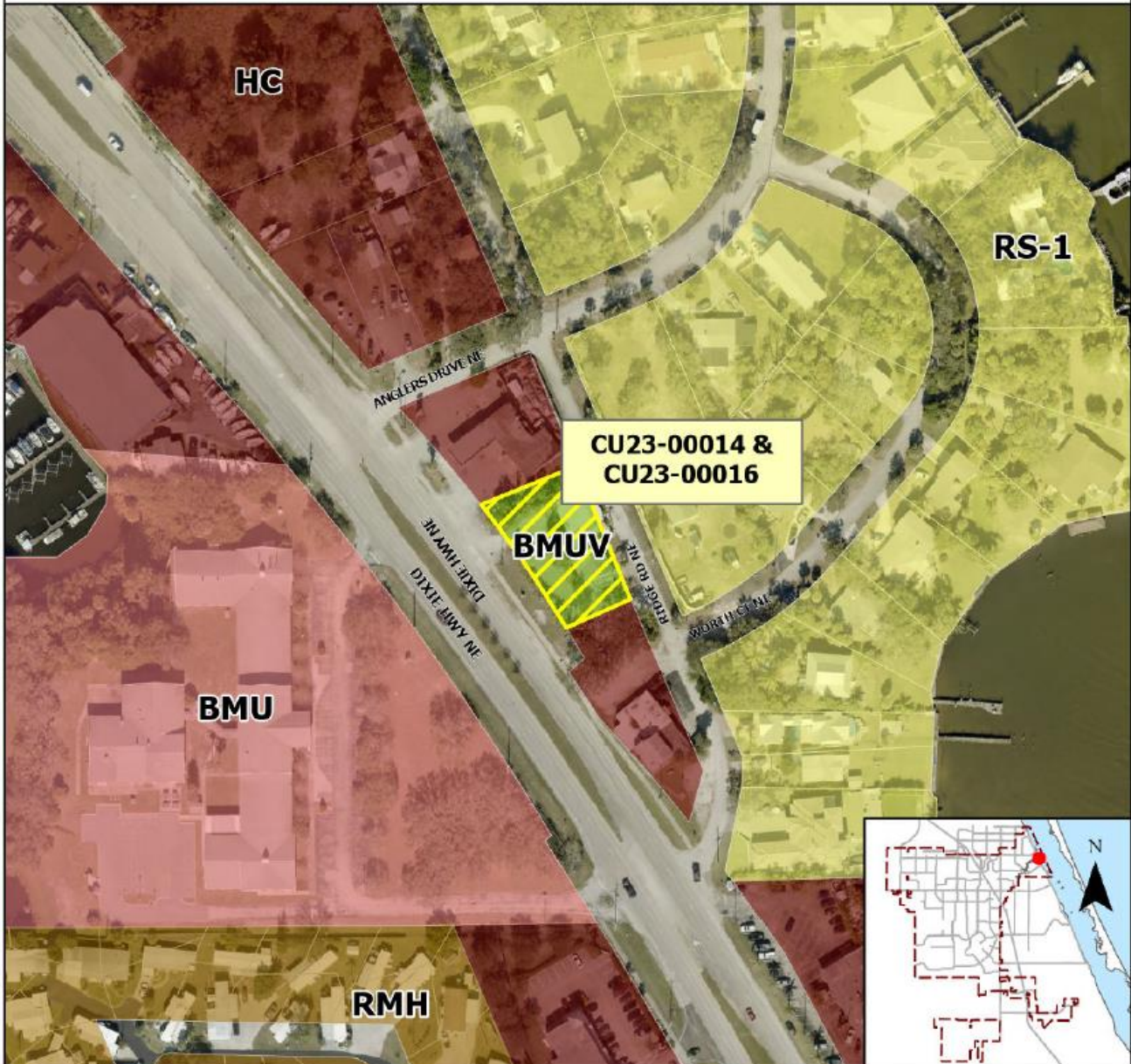
CASE: CU23-00014 &
CU23-00016

Subject Property

East of and adjacent to Dixie Highway NE, in the vicinity south of the intersection of Dixie Highway NE and Anglers Drive NE



Map is not to scale—for illustrative purposes only; not to be construed as binding or as a survey.



ZONING MAP

CASE: CU23-00014 & CU23-00016

Subject Property

East of and adjacent to Dixie Highway NE, in the vicinity south of the intersection of Dixie Highway NE and Anglers Drive NE

Current Zoning Classification

BMUV - Bayfront Mixed Use Village



Map is not to scale—for illustrative purposes only; not to be construed as binding or as a survey.



FUTURE LAND USE MAP

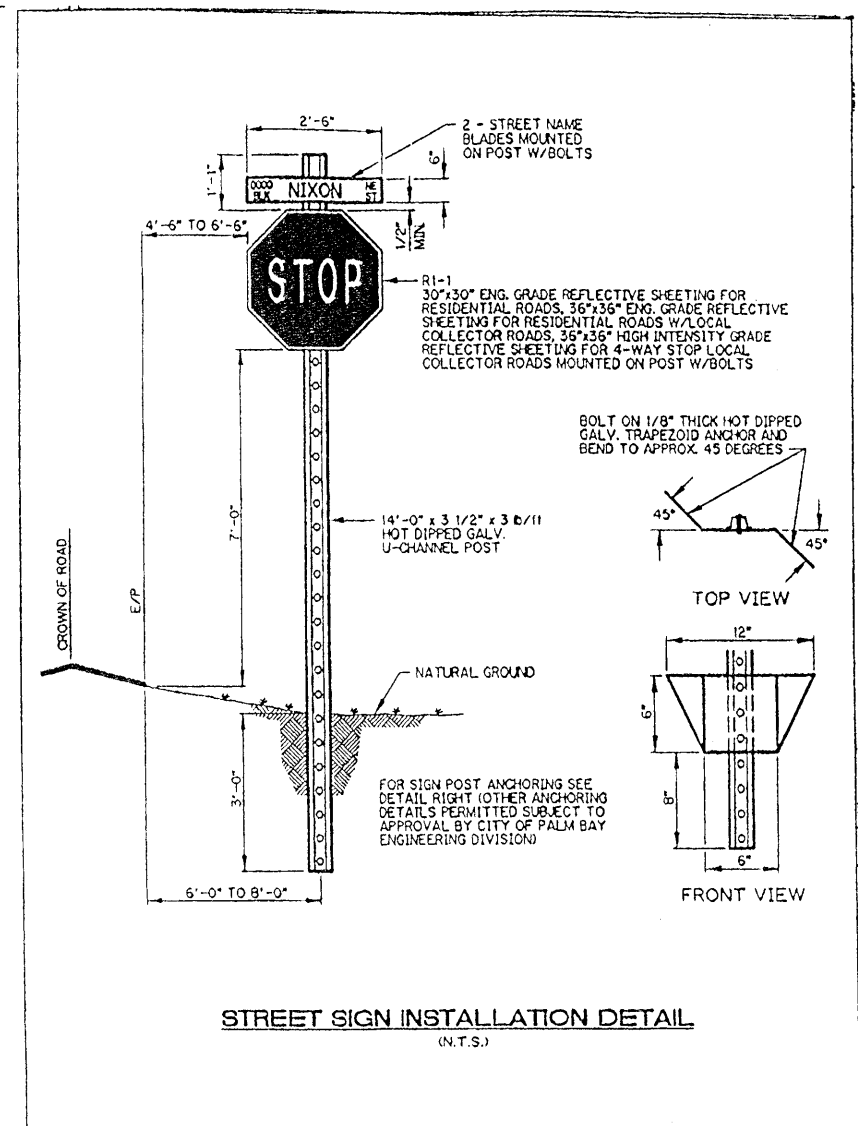
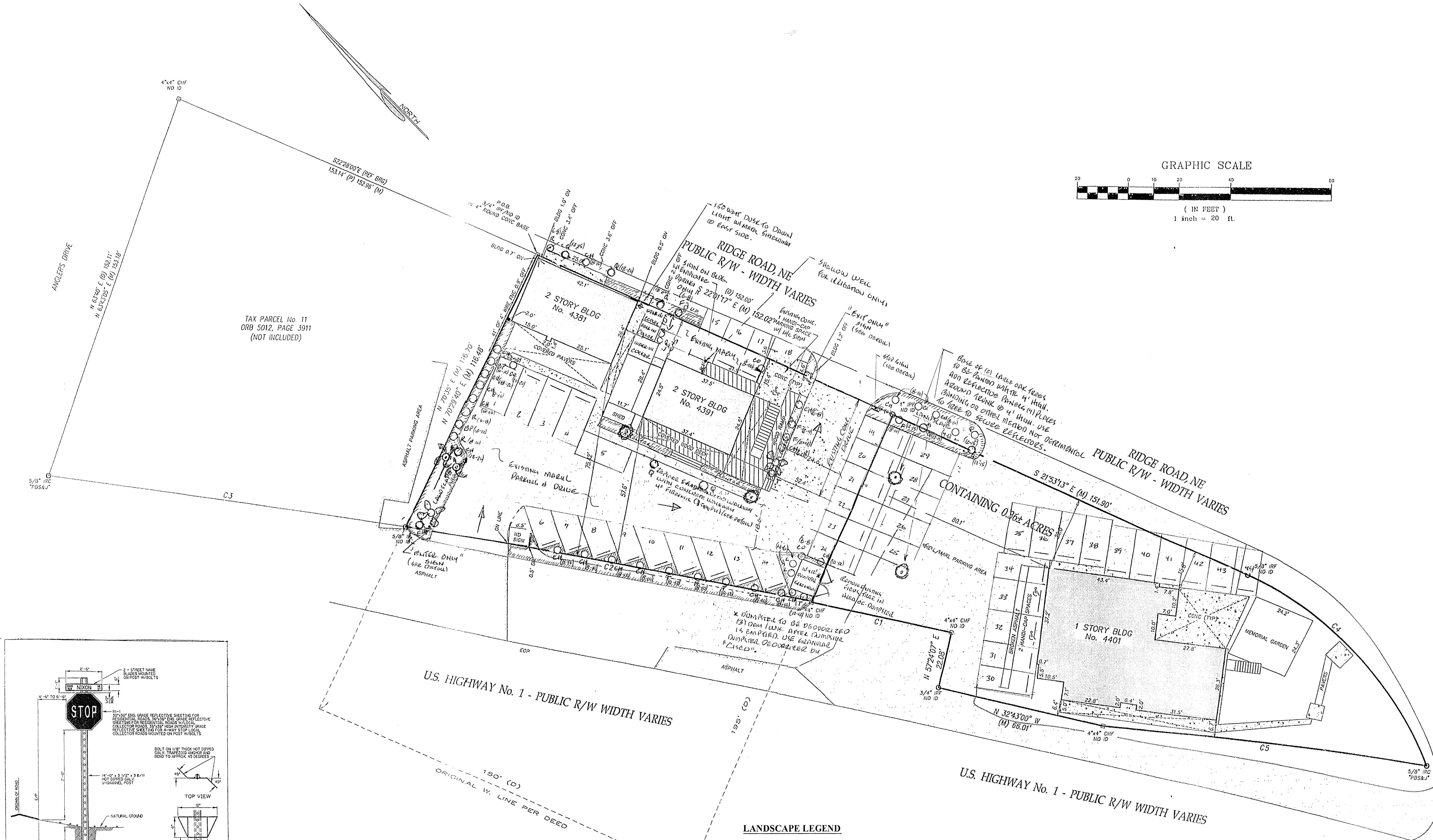
CASE: CU23-00014 & CU23-00016

Subject Property

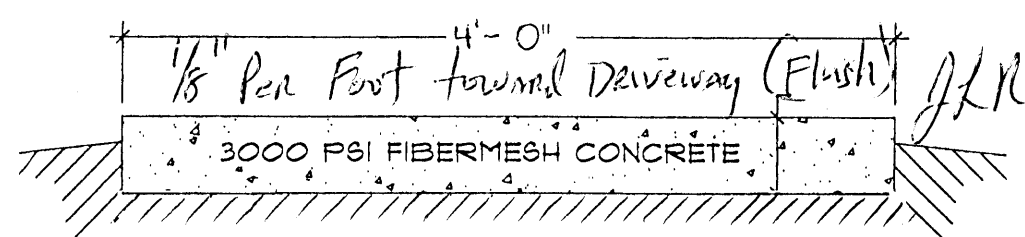
East of and adjacent to Dixie Highway NE, in the vicinity south of the intersection of Dixie Highway NE and Anglers Drive NE

Future Land Use Classification

COM - Commercial



ALL SIGNS TO USE POST AS DETAILED ABOVE



LANDSCAPE LEGEND

- = EXISTING OAK TREES
- = EXISTING CABBAGE PALMS
- = EXISTING YUCCA PALMS
- = PLANTED QUEEN PALMS
- = PLANTED CHRISTMAS PALMS
- = PLANTED FOXTAIL PALMS
- = PLANTED COCONUT PALM
- = PLANTED LADY PALM
- = PLANTED ROEBELENIH DATE PALM
- = PLANTED TRIANGLE PALM
- = PLANTED BIRD-OF-PARADISE PALM
- (X-X) = APPROX. HEIGHT IN FEET

- NOTES:
1. ALL LANDSCAPE AREAS TO BE MULCHED
 2. IRRIGATION BY AUTOMATIC SPRINKLE SYSTEM, PERMITTED & INSTALLED BY OTHERS

LEGAL DESCRIPTION:

ORB 5416, Page 302:
A part of Lot 10 of the Subdivision of that portion of Section 24, Township 28 South, Range 37 East, that lies situated South of Turkey Creek, the plot of which is recorded in Deed Book V, Page 697, and also in Plat Book 1, Page 62. Beginning at the Northeast corner of that part of Lot 10, lying West of the river front County road known as the Montreal Miami Highway in the subdivision aforesaid, running 150 feet along the West side of said road in a Southerly direction; thence in a Westerly direction 195 feet; thence in a Northerly direction for 150 feet; thence in a Easterly direction for 195 feet to the place of beginning.
Also a 2 foot strip of land adjacent to the above described land, said strip of land being conveyed to Michael S. Adamick and Marilyn H. Adamick in Official Records Book 1336, Page 77, Brevard County, Florida.
Excepting from the above description all lands heretofore granted to the State of Florida for Highway right-of-way.

SITE PLAN
APPROVED
NOV 23 2009
CITY OF PALM BAY

SITE LAYOUT DRAWN ON COPY OF SURVEY
BY KANE SURVEYING DATED 11.10.08 JOB No
23836 SCALE 1"=20'

TECH-ART
DESIGN & ENGINEERING, INC.
8530 U.S. HIGHWAY 1, SUITE # 8
MICCO, FL 32976
PHONE: 772-663-6991 FAX: 772-663-6992
E-MAIL: TECH_ART@COMCAST.NET

DECK ADDITION TO EXISTING BUILDING FOR
NEW OZZIE'S CRAB HOUSE
4391 U.S. HIGHWAY 1
PALM BAY, FLORIDA

ARTHUR F. PRIEP, P.E.
PROFESSIONAL ENGINEER # 24683
CERTIFICATE OF AUTHORIZATION #27370
8530 U.S. HIGHWAY 1, SUITE # 8
MICCO, FL 32976
PHONE: 772-663-6991 FAX: 772-663-6992
E-MAIL: TECH_ART@COMCAST.NET

ENGINEERING SEAL
THIS STRUCTURE HAS BEEN DESIGNED TO MEET THE LOAD REQUIREMENTS OF CHAPTER 3, 2004 FLORIDA BUILDING CODE RESIDENTIAL AND ASCE 7-98 FOR STRUCTURAL EVENTS ONLY.

SCALE: AS NOTED
VERSION NO.
1-24-09 Final Design
2-14-09 Site Plan Review
11-3-09 Review on File

SITE PLAN 1247
11/23/2009

PARKING
LAYOUT

#1247

**BOARD OF ADJUSTMENT
CITY OF PALM BAY, FLORIDA**

In Re: Variance Application V-2-2009
Application of Mr. James L. Ritter

FINAL ORDER

UPON CONSIDERATION of the above styled proceeding to consider a variance, the Palm Bay Board of Adjustment enters this final order:

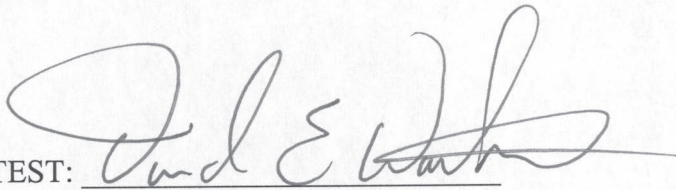
On February 2, 2009, following due public notice, the Board of Adjustment conducted a public hearing to consider Variance Application No. V-2-2009, a request to permit a proposed reduction of the minimum amount of required parking spaces from fifty (50) to forty-four (44) and to allow for the encroachment of the 10' parking setback by a maximum of seven feet (7') in the HC, Highway zoning district. Said property is legally described as a portion of Lot 10, of Hopson's Subdivision, located in Section 24, Township 28 south and Range 37 east.

The variance is APPROVED.

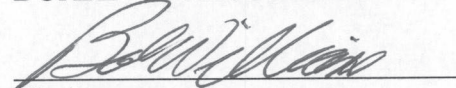
SO ORDERED.

Dated this 4th day of February, 2009.

ATTEST:

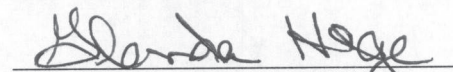

Growth Management Director

CITY OF PALM BAY, FLORIDA
BOARD OF ADJUSTMENT


Chairman

CERTIFICATE OF FILING AND MAILING

I, Glenda Hege, Secretary to the board of Adjustment, hereby certify that this ORDER was rendered and filed in the records in my office on the 4th day of February, 2009, and that a copy hereof was mailed to Mr. James L. Ritter, applicant, at 1520 Anglers Drive N.E, Palm Bay, FL 32905 on the 4th day of February, 2009.


Glenda Hege- Board Secretary

PERPETUAL GRANT OF EASEMENT

THIS INDENTURE, made as of this 3rd day of December, 2008, between the Veterans of Foreign Wars, Post No.4536, with an address of 4401 Dixie Highway N.E., Palm Bay Florida, 32905 (Grantor), and Ozzie's Crab House, with an address of 4391 Dixie Highway N.E., Palm Bay Florida, 32905 (Grantee) (Parties).

WITNESSETH

1. THAT the GRANTOR, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is acknowledged by the GRANTOR, grants to the GRANTEE, its successors and assigns, the right, privilege and perpetual easement to use and operate all parking spaces on the Property (legal description attached as Exhibit A) owned by the Grantor and which is adjacent to the property of the Grantee.
2. The Parties agree that the Grantee shall maintain and pay all garbage collection fees for the Dumpster required for the two businesses, and that the Dumpster shall be shared for use by the Parties. The Grantee shall also be responsible for maintaining all required screening and landscaping for the Dumpster area.
3. The Parties further agree that the Grantee is responsible for clearing and maintaining the common property line of the Parties and that the Grantee shall have the right to construct additional parking spaces up to the Property line of the Grantor.
4. This conditional grant of easement may be released upon the mutual agreement of the Parties..

IN WITNESS WHEREOF, the GRANTOR has set its hand and seal the day and year first above written.

Veterans of Foreign Wars, Grantor: BY:

(Print Name) ANDY LICHTEWSEN

Executive Board Member

BY:

(Print Name) RON PERCE

Executive Board Member

BY:

(Print Name) ROBT KRAMER

Executive Board Member

BY:

(Print Name) EDDIE L. BUTTS

Executive Board Member

Signed, sealed and delivered in the presence of:

Witness to Grantor

(Print Name) DAVID J. WILLIAMS

Witness to Grantor

(Print Name): _____

STATE OF FLORIDA)
COUNTY OF BREVARD)

I HEREBY CERTIFY that on this day before me, an officer duly
qualified to take acknowledgements, personally appeared
Art Lohle, to me known to be the person
described in and who executed the foregoing Perpetual Grant of
Easement and acknowledged before me that he executed the same, and
who presented as identification the following:

JOSS NATH KINSON and he did not take an oath.

Witness my hand and official seal in the County and State last aforesaid
this 5 day of December, 2008.

(SEAL)



DAVID J. WILLIAMS
MY COMMISSION # DD 618924
EXPIRES: April 1, 2011
Bonded Thru Budget Notary Services

David J. Williams
Notary Public

DAVID J. WILLIAMS
Print Name

EXHIBIT "A"

VFW Post 4536

LEGAL DESCRIPTION:

ORB 1673, Page 782

That part of Lot 10 of Hopson's Subdivision, Section 24, Township 28 South, Range 37 East, as described in Deed Book 254, Page 551, Public Records of Brevard County, Florida, to wit: The land being and lying between the Old County Road and U.S. Highway No. 1, as now located and bounded on the North by the Pospisal property and running South to a point where the two road meet.



CITIZEN PARTICIPATION REPORT

Applicant should follow established Citizen Participation Plan as specified in § 169.005 CITIZEN PARTICIPATION PLANS.

CASE DETAILS

Applicant Name	Boston + Bailey Corp
Project Name	Gettin Crabby
Date of Submission	9-5-23

INFORMATION ON THE CITIZEN PARTICIPATION MEETING

Notice to the Public (Date)	8-23-23
Date of CPP	9-5-23
Location of the Meeting	4391 Drexel Hwy NE Palm Bay 32905
Number of Attendees	17



Immediately following this page, attach the documents below:

Copy of notice sent (separate attachment)

Material distributed or presented at the meeting (separate attachment)

Sign-In Sheets

*All the property owners within a 500-foot radius of the subject parcel shall be informed about the meeting date, time and location

I hereby certify that information provided as part of this report is correct.



Signature,



Typed Name and Title:

Date :

I hope this letter finds you in good health and high spirits. I am writing on behalf of Gettin' Crabby to extend a warm invitation to you and the residents of our community to actively participate in our Citizen Participation meeting held 9:30am on Tuesday September 5th at 4391 HWY NE Palm Bay FL, 32905.

Our desire is to re-open Ozzie's Crab House as Gettin' Crabby, which requires a special use permit. Our plan is to operate very similarly to the Ozzie's Crab House that was opened 2009. We would love the opportunity to re-open this iconic restaurant. At Gettin' Crabby, we firmly believe in the strength and effectiveness of citizen engagement in shaping the future of our community. We understand that our residents possess a wealth of knowledge, experience, and unique perspectives, which are invaluable in decision-making processes.

Our Citizen Participation Plan aims to provide a platform for the residents of our community to communicate with us and become acquainted with our team. We take pride and are eager to be collaborating with commercial fisherman, local musicians, and many others from the Bayfront Palm Bay area and beyond. We highly value your insights and would be honored to have you actively participate in this vital community engagement effort.

Thank you for your time, and we look forward to your participation.

Yours Sincerely,

 8-23-23

Kevin Arbour

Project Details: CU23-00014

Project Type: Conditional Use

Project Location: 4391 DIXIE HWY NE Palm Bay, FL 32905
Milestone: Submitted
Created: 8/16/2023
Description: Gettin Crabby
Assigned Planner: Kimberly Haigler

Contacts

Contact	Information
Owner/Applicant	Azror Ashrapov, AZAD BUSINESS CORP 7325 LIVINGSTONE LN MELBOURNE, FL 32904 (347) 241-2121 ashrapov2010@gmail.com
Legal Representative	kevin arbour 1137 ne kuvin ave jensen beach, FL 34957 (772) 708-0975 seasidemanage@gmail.com
Assigned Planner	Kimberly Haigler 120 Malabar Rd SE Palm Bay, FL 32907 kimberly.haigler@palmbayflorida.org
Submitter	Gettin Crabby 4391 Dixie Hwy Palm Bay, FL 32905 (772) 708-0975 seasidemanage@gmail.com

Fields

Field Label	Value
Block	*
Lot	10
Township Range Section	28-37-24
Subdivision	29
Year Built	Multiple
Use Code	3300
Use Code Desc	NIGHT CLUBS, COCKTAIL LOUNGES, BARS

Project Details: CU23-00014

LotSize	
Building SqFt	
Homestead Exemption	
Taxable Value Exemption	
Assessed Value	
Market Value	
Land Value	
Tax ID	2832838
Flu Description	Commercial
Flu Code	COM
Zoning Description	Bayfront Mixed Use / Village
Zoning Code	BMUV
Size of Area (acres)	
Conditional Use Sought	4COP and outdoor seating
or Special Requirements Use	Not Applicable
Is Submitter the Representative?	False
Tax Account Numbers	2832838
Parcel Number	28-37-24-29-* -10 HOPSONS SUBD PART OF LOT 10 AS DES IN DB 74 PG 37, 249 PG 434 WX HWY R/W
Resolution Number	

August 28, 2023

Re: Letter of Authorization


As the property owner of the site legally described as:

Hopsons Subd part of Lot 10 AS DeS In DB 74 pg 37, 249
pg 434 ex HWY R/W

I, Owner Name: Azad Business Corp/Azror Ashrapov
Address: 4391 Dixie Hwy. NE Palm Bay FL 32905
Telephone: 347-241-2121
Email: ashrapov2040@gmail.com
hereby authorize:

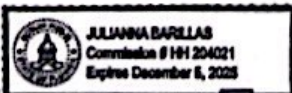
Representative: Boston & Bailey Corp / Kevin J Arbour
Address: 4391 Dixie Hwy NE Palm Bay FL 32905
Telephone: 772-708-0975
Email: seasidemanage@gmail.com
to represent the request(s) for:

applying and attending a meeting to obtain conditional use permit


(Property Owner Signature)

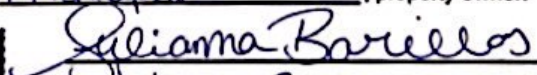
STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☒ physical
presence or ☐ online notarization, this 28th day of August, 2023 by
Azror Ashrapovich Ashrapov, property owner.



☐ Personally Known or ☒ Produced the Following Type of Identification:

Florida Driver License A261-001-75-176-0


Julianna Barillas, Notary Public

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:

kevin arbour

On:

8/23/2023 11:56:52 AM

☒ CU23-00014

Select Language ▼

GM

*** LocaliQ**
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

PROOF OF PUBLICATION

CITY OF PALM BAY
attn: Accounts Payable
City Of Palm Bay
120 Malabar Rd Se
Palm Bay FL 32907-3009

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the 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 Govt Public Notices, was published on the publicly accessible website of Brevard County, Florida, or in a newspaper by print in the issues of, on:

11/16/2023

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 11/16/2023

Legal Clerk

Notary, State of WI, County of Brown

5.15.27

My commission expires

Publication Cost: \$190.37

Order No: 9523848

of Copies:

Customer No: 1127256

1

PO #: 230085

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

NANCY HEYRMAN
Notary Public
State of Wisconsin

Ad#9523848 11/16/2023
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 December 6, 2023, and by the City Council on December 7, 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 1, Part Malabar Unit 44, Section 22, Township 26, Range 36, Brevard County, Florida, containing approximately 3 acres, located at the southwest corner of Glen Cove Avenue NW and Emerson Drive NW

2. **CU23-00014 - AZAD Business Corp, Azror Ashrapov (Kevin Arbour, Boston & Bailey Corp, Rep.)

A Conditional Use to allow alcohol service at a proposed dining establishment in a BMUV, Bayfront Mixed Use Village District, in accordance with Section 185.053(D)(2) of the Palm Bay Code of Ordinances

Part of Lot 10, Hopsons Subdivision, Section 24, Township 28, Range 37, Brevard County, Florida, containing approximately 0.3 acres. Located east of and adjacent to Dixie Highway NE, in the vicinity south of the intersection of Dixie Highway NE and Anglers Drive NE, specifically at 4391 Dixie Highway NE

3. **CU23-00016 - AZAD Business Corp, Azror Ashrapov (Kevin Arbour, Boston & Bailey Corp, Rep.)

A Conditional Use to allow outdoor seating at a proposed dining establishment in a BMUV, Bayfront Mixed Use Village District, in accordance with Section 185.053(D)(3) of the Palm Bay Code of Ordinances

Part of Lot 10, Hopsons Subdivision, Section 24, Township 28, Range 37, Brevard County, Florida, containing approximately 0.3 acres. Located east of and adjacent to Dixie Highway NE, in the vicinity south of the intersection of Dixie Highway NE and Anglers Drive NE, specifically at 4391 Dixie Highway NE

**Indicates quasi-judicial request(s).

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

RECEIVED
NOV 20 2023
City of Palm Bay
Accounting Division

From: [Joan Junkala](#)
To: [Chandra Powell](#)
Cc: [Lisa Frazier](#)
Subject: FW: Planning & Zoning Cases CU-2300014 & CU23-00016
Date: Tuesday, October 31, 2023 9:29:46 AM

Chandra, FYI for the case files

-----Original Message-----

From: Tom Spikes <tilloo@earthlink.net>
Sent: Tuesday, October 31, 2023 9:12 AM
To: Rob Medina <Rob.Medina@palmbayflorida.org>; Donny Felix <Donny.Felix@palmbayflorida.org>; Randy Foster <Randy.Foster@palmbayflorida.org>; Kenny Johnson <Kenny.Johnson@palmbayflorida.org>; Peter Filiberto <Peter.Filiberto@palmbayflorida.org>; City Manager <citymanager@palmbayflorida.org>
Subject: Planning & Zoning Cases CU-2300014 & CU23-00016

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.

31 October, 2023

RE: Planning & Zoning Cases CU-2300014 & CU23-00016

I received your notice to property owners concerning the above referenced cases. I have no opposition to any outdoor seating. The problem I have arises from live music outdoors. There are currently 2 restaurants in proximity to my home that have outdoor music. Since the Shack opened their Tiki bar and the Lazy Turtle opened, I am forced to listen to their live music at my residence.

I am disappointed that the city of Palm Bay allows loud live music at restaurants and bars in proximity to residential neighborhoods. They give no consideration to longtime residents whose quality of life and property values are directly impacted by this situation. I can no longer relax in my back yard and enjoy the peace and quiet that I have become accustomed to for the last 43 years.

Every week, Thursday through Sunday, from around 3PM to 11PM, a constant beat rocks my neighborhood. In my backyard I can hear every note. I can close the windows and can still clearly hear the thump of the bass and drums inside my home. This is negatively impacting my quality of life and property values. No one would willingly buy a home that is exposed to loud music four or more afternoons/evenings every week.

I have called both offending establishments about the noise. On occasion, they will have the band turn it down for a bit. But before long, they are back to blasting the music into my neighborhood. Some of the bands sound pretty good. But I should not be forced to listen to them against my will. Many municipalities in the state have enacted noise ordinances to regulate this issue to protect residential property values and the right of homeowners to quiet enjoyment of their property.

The City of Palm Bay needs to take immediate action to safeguard the right of its residents to enjoy their homes free from loud music invading their domiciles.

Sincerely,
Thomas Spikes

RESOLUTION 2023-46

A RESOLUTION OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, GRANTING A CONDITIONAL USE TO ALLOW ON-PREMISE ALCOHOL CONSUMPTION ACCESSORY TO AN EATING ESTABLISHMENT IN BMUV (BAYFRONT MIXED USE VILLAGE DISTRICT) ZONING; WHICH PROPERTY IS LOCATED EAST OF AND ADJACENT TO DIXIE HIGHWAY, IN THE VICINITY SOUTH OF ANGLERS DRIVE AND WEST OF RIDGE ROAD, AND LEGALLY DESCRIBED HEREIN; GRANTING THE USE AS A CONDITIONAL USE; PROVIDING FOR A COMMENCEMENT PERIOD; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, application for a conditional use in BMUV (Bayfront Mixed Use Village District) zoning to allow on-premise alcohol consumption accessory to an eating establishment has been made by AZAD Business Corp on property legally described herein, and

WHEREAS, the request was duly considered by the Planning and Zoning Board of the City of Palm Bay on December 6, 2023, which voted to recommend to the City Council approval, and

WHEREAS, all provisions applicable to the conditional use under Chapter 185, Zoning, Conditional Uses, Sections 185.085 and 185.086, and District Regulations, Sections 185.053 and 185.088, of the Palm Bay Code of Ordinances, have been addressed by the applicant, and

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

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

SECTION 1. The City Council of the City of Palm Bay hereby grants a conditional use to allow on-premise alcohol consumption accessory to an eating establishment on property zoned BMUV (Bayfront Mixed Use Village District), which property is legally described as follows:

A part of Lot 10 of the Subdivision of that portion of Section 24, Township 28S, Range 37E, that lies situated south of Turkey Creek, the plat of which is recorded in Deed Book V, Page 697, and also in Plat Book 1, Page 62.

Beginning at the northeast corner of that part of Lot 10, laying west of the river front County road known as the Montreal Miami Highway in the subdivision aforesaid, running 150 feet along the west side of said road in a southerly direction; thence in a westerly direction 195 feet; thence in a northerly direction for 150 feet; thence in a easterly direction for 195 feet to the place of beginning.

Also a 2 foot strip of land adjacent to the above described land, said strip of land being conveyed to Michael S. Adamick and Marilyn H. Adamick in Official Records Book 1336, Page 77, Brevard County, Florida.

Excepting from the above description all lands heretofore granted to the State of Florida for highway right-of-way.

Containing 0.3 acres, more or less.

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

- A. Operating the eating establishment permitted to serve alcohol in the location as depicted on 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';
- 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 two (2) years 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 two (2) years of issuance of the first permit shall void the conditional use. The Applicant may seek an administrative extension of one (1) year by submitting a written request within sixty (60) days prior to the date of expiration.

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: AZAD Business Corp

Case: CU23-00014

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, Growth Management Director

DATE: 12/7/2023

RE: Resolution 2023-47, granting a conditional use to allow for an eating establishment with sidewalk/outdoor table service in BMUV (Bayfront Mixed Use Village District) zoning, in accordance with Section 185.053(D)(3), Palm Bay Code of Ordinances, on property located east of and adjacent to Dixie Highway, in the vicinity south of Anglers Drive and west of Ridge Road (0.3 acres) (Case CU23-00016, AZAD Business Corp). (Quasi-Judicial Proceeding)

The subject property is a 0.3-acre improved parcel with a pre-existing restaurant. The applicant has remodeled the site's two existing two-story buildings and seeks to re-open a restaurant at this currently unoccupied location. The conditional use request is to allow outdoor dining as an accessory to a dining establishment.

The site is a pre-existing, non-conforming, lot of record with a pre-existing, non-conforming structure. In 2009, all site plan, landscaping, and parking requirements for a dining establishment were met and site plan #1247 received administrative approval. The parking requirements for 102 seats and 12 staff are met through a perpetual grant of easement with the VFW site to the south and by a parking variance with the city (V-02-2009).

The proposed Conditional Use will be an Accessory Use to the Principal Use of a dining establishment. The applicant is re-using a vacant structure to open a family-friendly, full-service seafood restaurant with operating hours of 11am - 9pm on weekdays and 11am - 10pm on weekends. There will be no extended hours for the bar. This will ensure the site's compliance with the noise ordinance standards.

City Council has the authority to request additional and reasonable conditions and safeguards associated with this conditional use.

****Quasi-Judicial Proceeding.**

REQUESTING DEPARTMENT:

Growth Management

RECOMMENDATION:

Motion to approve Case CU23-00016.

Planning and Zoning Board Recommendation:

The Board will consider this case at its meeting on December 6, 2023. The Board's recommendation will be provided to City Council prior to the regular Council meeting.

ATTACHMENTS:**Description**

CU23-00016 Staff Report

CU23-00016 Site Plan

CU23-00016 Variance

CU23-00016 Perpetual Easement

CU23-00016 Citizen Participation Meeting Report

CU23-00016 Application

CU23-00016 Letter of Authorization

CU23-00016 Legal Acknowledgement

CU23-00016 Legal Ad

CU23-00016 Correspondence

Resolution 2023-47



STAFF REPORT

LAND DEVELOPMENT DIVISION

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

landdevelopmentweb@palmbayflorida.org

Prepared by

Kimberly Haigler, GIS Planner

CASE NUMBER

CU23-00016

PLANNING & ZONING BOARD HEARING DATE

November 1, 2023

PROPERTY OWNER & APPLICANT

Azror Ashrapov, AZAD Business Corp.
(Kevin Arbour, Rep)

PROPERTY LOCATION/ADDRESS

A portion of Lot 10, Hopsons Subdivision, Section 24, Township 28, Range 37, Brevard County, Florida, containing approximately 0.3 acres. Located east of and adjacent to Dixie Highway NE, in the vicinity south of the intersection of Dixie Highway NE and Anglers Drive NE, specifically 4391 Dixie Highway NE. Tax Account 2832838

SUMMARY OF REQUEST

A Conditional Use to allow outdoor dining at a dining establishment within the Bayfront Mixed Use Village District, in accordance with Section 185.053(D)(3) of the Palm Bay Code of Ordinances.

Current Zoning

BMUV, Bayfront Mixed Use Village District

Current Land Use

COM, Commercial

Site Improvements

Two Existing, Two-Story Structures

Site Acreage

Approximately 0.3 acres

SURROUNDING ZONING & USE OF LAND

North

HC, Highway Commercial District; Gas Station

East

RS-1, Single-Family Residential District, Single-Family Home

South

HC, Highway Commercial District, VFW Post

West

BMU, Bayfront Mixed Use District, Vacant Two-Story Structure

COMPREHENSIVE PLAN

COMPATIBILITY

Yes, Commercial Use

BACKGROUND:

The subject property is approximately 0.3 acres and located east of and adjacent to Dixie Highway NE, in the vicinity south of the intersection of Dixie Highway NE and Anglers Drive NE. The property is identified as a portion of Lot 10, Hopsons Subdivision, Section 24, Township 28, Range 37, Brevard County, Florida, specifically addressed 4391 Dixie Highway NE with tax account 2832838.

The applicant has remodeled the site's existing two-story buildings and seeks to re-open a restaurant at this currently unoccupied location. The conditional use request is to allow outdoor dining as an accessory to an eating establishment.

The site is a pre-existing, non-conforming, lot of record with a pre-existing, non-conforming structure. In 2009, all site plan, landscaping, and parking requirements for an eating establishment with outdoor dining were met and site plan #1247 received administrative approval. The parking requirements for 102 seats and 12 staff are met through a perpetual grant of easement with the VFW site to the south and by a parking variance with the city (V-02-2009).

ANALYSIS:

Section 185.053(D)(3) of the Code of Ordinances establishes outdoor dining as conditional use in the Bayfront Mixed Use District. The previously approved restaurant site plan has been provided.

The proposed Conditional Use will be an Accessory Use to the Principal Use of a dining establishment. The applicant is re-using a vacant structure to open a family-friendly, full-service seafood restaurant with operating hours of 11am-9pm on weekdays and 11am-10pm on weekends. There will be no extended hours for the bar. This will ensure the site's compliance with the noise ordinance standards.

The applicant has demonstrated compliance with the Citizen Participation Plan as outlined in Section 169.005 of the Land Development Code and the community meeting was held on September 5, 2023.

CODE REQUIREMENTS:

To be granted conditional use approval, requests are evaluated upon items (A) through (H) 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.

An ingress is provided at the front of the building off Dixie Highway NE and the egress is at the rear of the building off Ridge Road NE. The drive aisle meets the minimum of twenty-five (25) feet width for one way traffic. There is an existing sidewalk along Dixie Highway NE. It shall be noted that any future modifications will require FDOT review, and that driveway conditions be met.

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 general off-street parking area is located at the front of the buildings facing Dixie Highway NE and provides 24 parking spaces. An additional 20 spaces are provided through perpetual grant of easement with the VFW property directly to the south and by a parking variance with the City (V-02-2009). Staff is requiring that total guest seating be limited to 102 and that wheel stops be in place at every parking space as delineated on site plan #1247.

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

All utilities connections are pre-existing on this site. No upgrades will be required.

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

There is a pre-existing 6 ft cement wall that runs 350ft along the east side of Ridge Road NE, effectively providing a visual and sound screen for the residential area. The general parking area, main entrance, and outdoor dining area is located along the front of the buildings, along Dixie Highway NE. The dumpster enclosure is at the front of the buildings, opening south, towards the VFW parking lot as part of their pre-existing shared parking agreement.

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.

Applicant will be utilizing the pre-existing permitted signage and lighting on the site which conforms to current standards. Any modification to either will require a new permit application and administrative review. It shall also 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.

Open space is limited on the non-conforming lot; however, narrow landscaped areas provide a visual buffer and prevent the flow of traffic onto the commercial properties to the north and south. The existing approved site plan was previously determined to conform to compatibility standards.

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 use as proposed for development will be compatible with the existing or permitted uses of adjacent properties.

The proposed restaurant will have operating hours of 11am-9pm on weekdays and 11am-10pm on weekends and the bar will not offer extended hours. These hours will ensure compliance with the noise ordinance standards. The one-way flow of traffic through the site, with ingress off Dixie Highway NE and egress onto Ridge Road NE provides safe movement and maneuverability of vehicles.

Item (H): 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:

Staff recommends Case CU23-00016 for approval, 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.



SITE LOCATION MAP

CASE: CU23-00014 &
CU23-00016

Subject Property

East of and adjacent to Dixie Highway NE, in the vicinity south of the intersection of Dixie Highway NE and Anglers Drive NE



Map is not to scale—for illustrative purposes only; not to be construed as binding or as a survey.



AERIAL LOCATION MAP

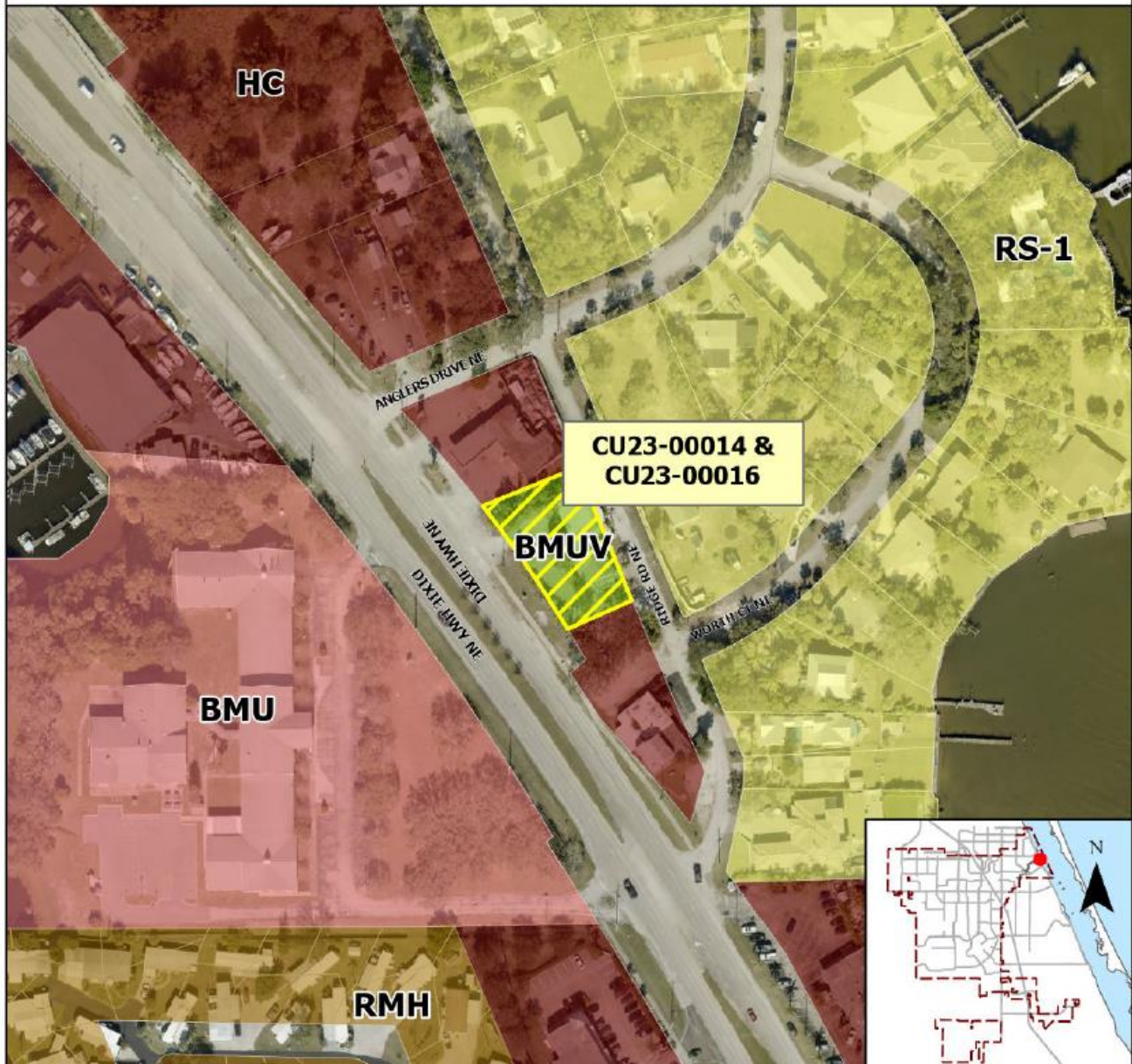
CASE: CU23-00014 &
CU23-00016

Subject Property

East of and adjacent to Dixie Highway NE, in the vicinity south of the intersection of Dixie Highway NE and Anglers Drive NE



Map is not to scale—for illustrative purposes only; not to be construed as binding or as a survey.



ZONING MAP

CASE: CU23-00014 &
CU23-00016

Subject Property

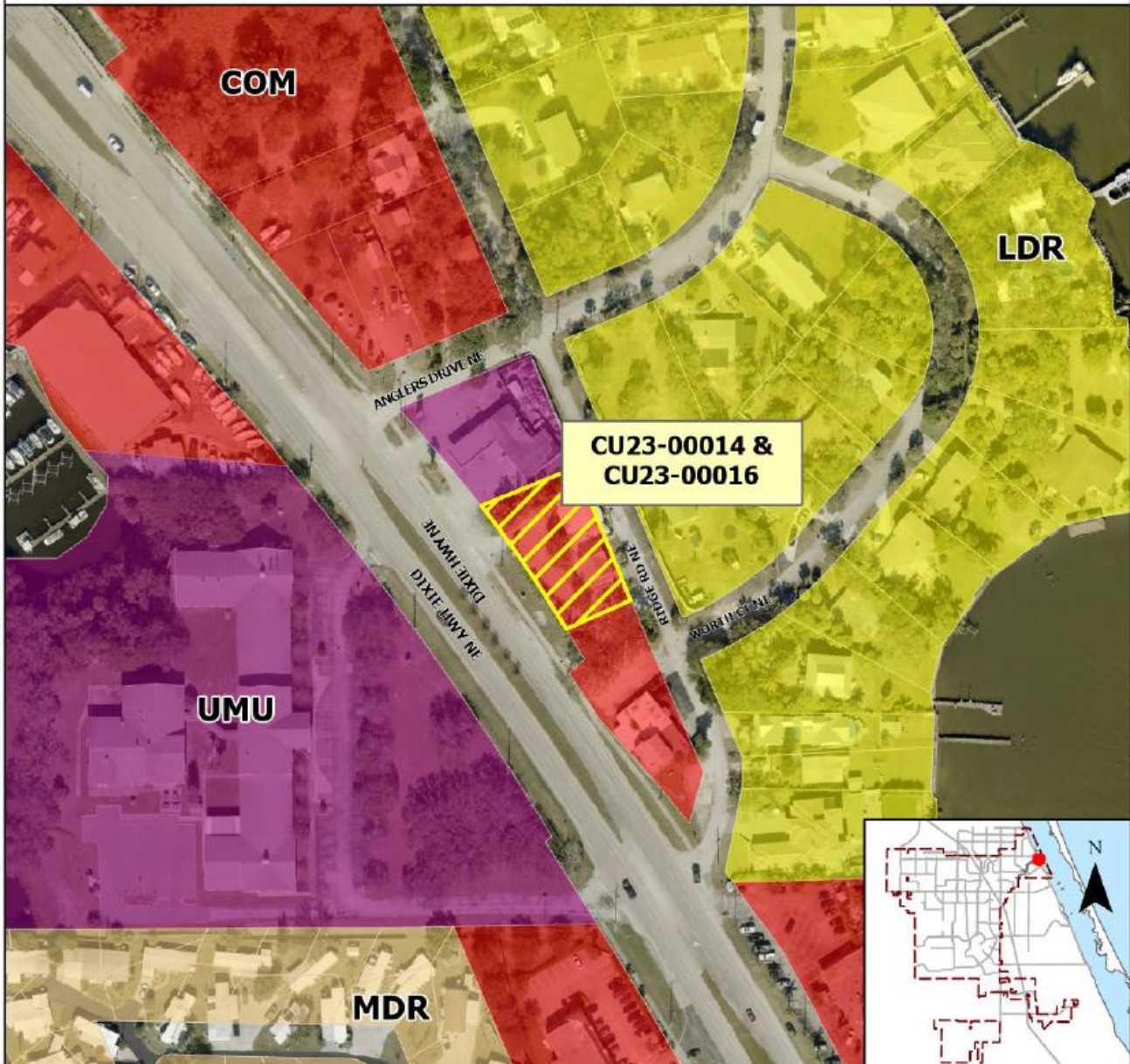
East of and adjacent to Dixie Highway NE, in the vicinity south of the intersection of Dixie Highway NE and Anglers Drive NE

Current Zoning Classification

BMUV - Bayfront Mixed Use Village



Map is not to scale—for illustrative purposes only; not to be construed as binding or as a survey.



FUTURE LAND USE MAP

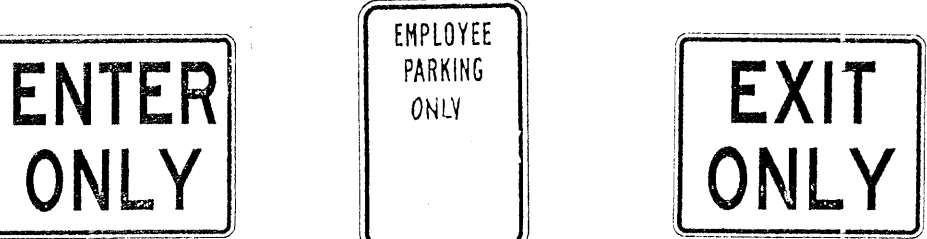
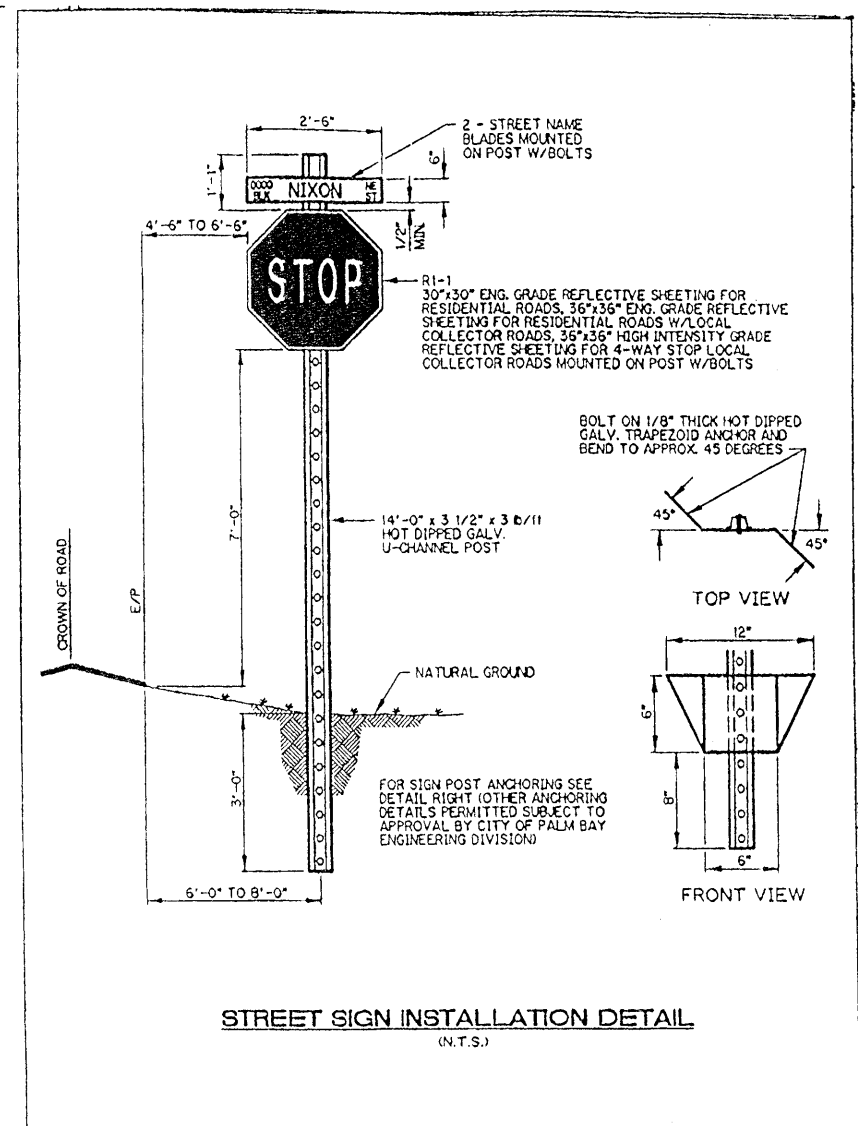
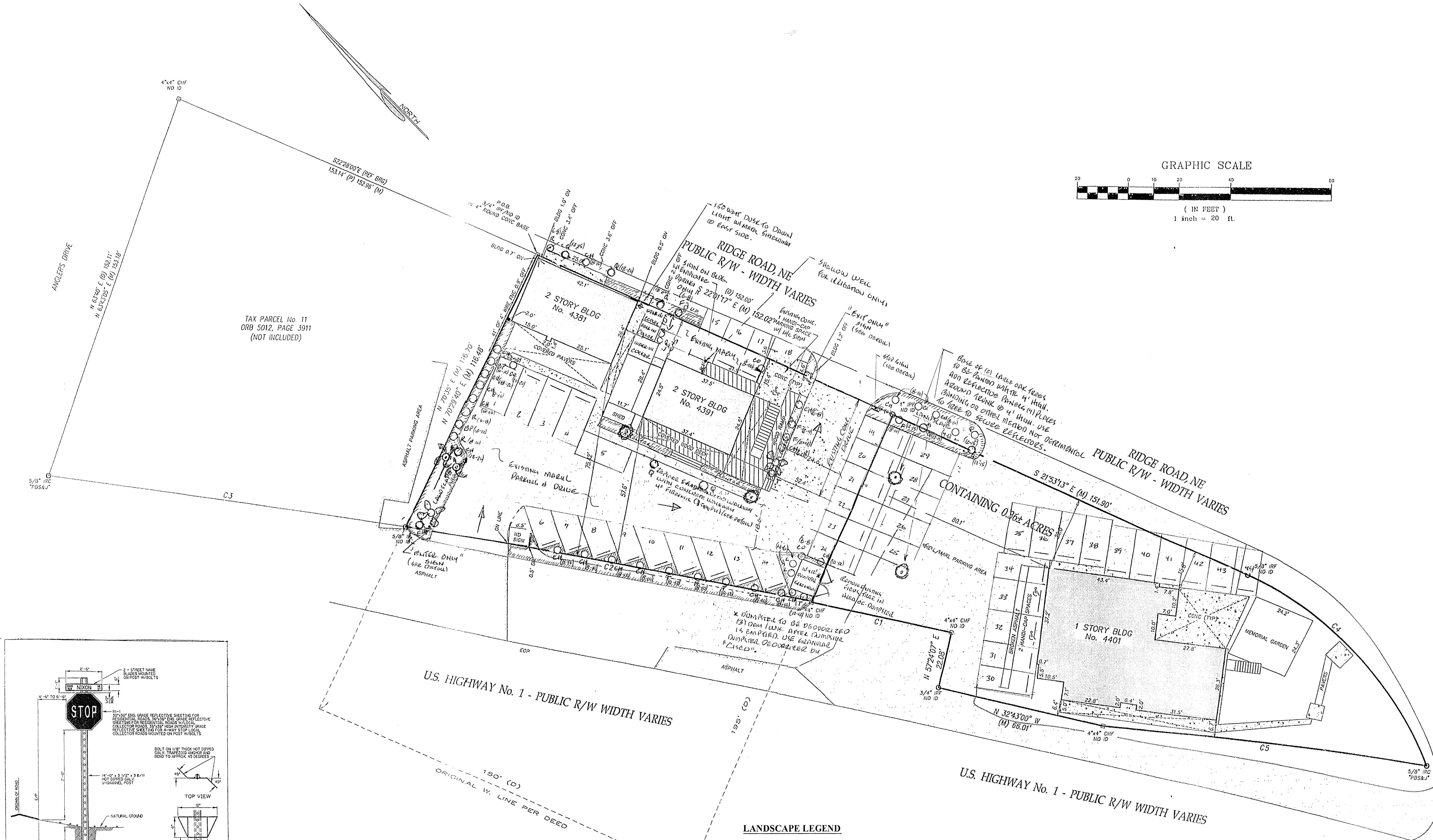
CASE: CU23-00014 &
CU23-00016

Subject Property

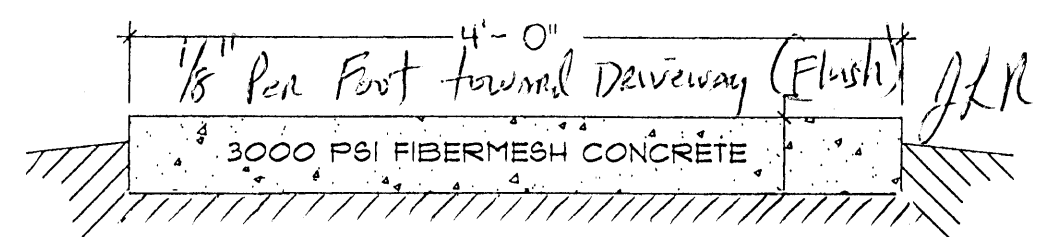
East of and adjacent to Dixie Highway NE, in the vicinity south of the intersection of Dixie Highway NE and Anglers Drive NE

Future Land Use Classification

COM - Commercial



ALL SIGNS TO USE POST AS DETAILED ABOVE



LANDSCAPE LEGEND

- = EXISTING OAK TREES
- = EXISTING CABBAGE PALMS
- = EXISTING YUCCA PALMS
- = PLANTED QUEEN PALMS
- = PLANTED CHRISTMAS PALMS
- = PLANTED FOXTAIL PALMS
- = PLANTED COCONUT PALM
- = PLANTED LADY PALM
- = PLANTED ROEBELENIH DATE PALM
- = PLANTED TRIANGLE PALM
- = PLANTED BIRD-OF-PARADISE PALM
- (X-X) = APPROX. HEIGHT IN FEET

- NOTES:
1. ALL LANDSCAPE AREAS TO BE MULCHED
 2. IRRIGATION BY AUTOMATIC SPRINKLE SYSTEM, PERMITTED & INSTALLED BY OTHERS

LEGAL DESCRIPTION:

ORB 5416, Page 302:
A part of Lot 10 of the Subdivision of that portion of Section 24, Township 28 South, Range 37 East, that lies situated South of Turkey Creek, the plot of which is recorded in Deed Book V, Page 697, and also in Plat Book 1, Page 62. Beginning at the Northeast corner of that part of Lot 10, lying West of the river front County road known as the Montreal Miami Highway in the subdivision aforesaid, running 150 feet along the West side of said road in a Southerly direction; thence in a Westerly direction 195 feet; thence in a Northerly direction for 150 feet; thence in a Easterly direction for 195 feet to the place of beginning.
Also a 2 foot strip of land adjacent to the above described land, said strip of land being conveyed to Michael S. Adamick and Marilyn H. Adamick in Official Records Book 1336, Page 77, Brevard County, Florida.
Excepting from the above description all lands heretofore granted to the State of Florida for Highway right-of-way.

SITE PLAN
APPROVED
NOV 23 2009
CITY OF PALM BAY

SITE LAYOUT DRAWN ON COPY OF SURVEY
BY KANE SURVEYING DATED 11.10.08 JOB No
23836 SCALE 1"=20'

TECH-ART
DESIGN & ENGINEERING, INC.
8530 U.S. HIGHWAY 1, SUITE # 8
MICCO, FL 32976
PHONE: 772-663-6991 FAX: 772-663-6992
E-MAIL: TECH_ART@COMCAST.NET

DECK ADDITION TO EXISTING BUILDING FOR
NEW OZZIE'S CRAB HOUSE
4391 U.S. HIGHWAY 1
PALM BAY, FLORIDA

ARTHUR F. PRIEP, P.E.
PROFESSIONAL ENGINEER # 24683
CERTIFICATE OF AUTHORIZATION #27370
8530 U.S. HIGHWAY 1, SUITE # 8
MICCO, FL 32976
PHONE: 772-663-6991 FAX: 772-663-6992
E-MAIL: TECH_ART@COMCAST.NET

ENGINEERING SEAL
THIS STRUCTURE HAS BEEN DESIGNED TO MEET THE LOADING REQUIREMENTS OF CHAPTER 3, 2004 FLORIDA BUILDING CODE RESIDENTIAL AND ASCE 7-98 FOR STRUCTURAL EVENTS ONLY.

SCALE: AS NOTED
VERSION NO.
1-24-09 Final Design
2-14-09 Site Plan Review
11-3-09 Review on File

SITE PLAN 1247
11/24/2009

PARKING
LAYOUT

#1247

**BOARD OF ADJUSTMENT
CITY OF PALM BAY, FLORIDA**

In Re: Variance Application V-2-2009
Application of Mr. James L. Ritter

FINAL ORDER

UPON CONSIDERATION of the above styled proceeding to consider a variance, the Palm Bay Board of Adjustment enters this final order:

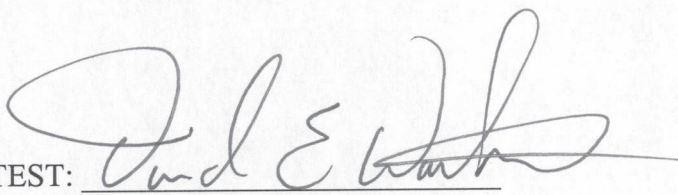
On February 2, 2009, following due public notice, the Board of Adjustment conducted a public hearing to consider Variance Application No. V-2-2009, a request to permit a proposed reduction of the minimum amount of required parking spaces from fifty (50) to forty-four (44) and to allow for the encroachment of the 10' parking setback by a maximum of seven feet (7') in the HC, Highway zoning district. Said property is legally described as a portion of Lot 10, of Hopson's Subdivision, located in Section 24, Township 28 south and Range 37 east.

The variance is APPROVED.

SO ORDERED.

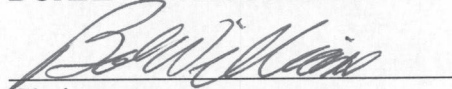
Dated this 4th day of February, 2009.

ATTEST:



Growth Management Director

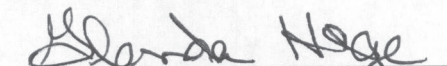
CITY OF PALM BAY, FLORIDA
BOARD OF ADJUSTMENT



Chairman

CERTIFICATE OF FILING AND MAILING

I, Glenda Hege, Secretary to the board of Adjustment, hereby certify that this ORDER was rendered and filed in the records in my office on the 4th day of February, 2009, and that a copy hereof was mailed to Mr. James L. Ritter, applicant, at 1520 Anglers Drive N.E, Palm Bay, FL 32905 on the 4th day of February, 2009.



Glenda Hege- Board Secretary

PERPETUAL GRANT OF EASEMENT

THIS INDENTURE, made as of this 3rd day of December, 2008, between the Veterans of Foreign Wars, Post No.4536, with an address of 4401 Dixie Highway N.E., Palm Bay Florida, 32905 (Grantor), and Ozzie's Crab House, with an address of 4391 Dixie Highway N.E., Palm Bay Florida, 32905 (Grantee) (Parties).

WITNESSETH

1. THAT the GRANTOR, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is acknowledged by the GRANTOR, grants to the GRANTEE, its successors and assigns, the right, privilege and perpetual easement to use and operate all parking spaces on the Property (legal description attached as Exhibit A) owned by the Grantor and which is adjacent to the property of the Grantee.
2. The Parties agree that the Grantee shall maintain and pay all garbage collection fees for the Dumpster required for the two businesses, and that the Dumpster shall be shared for use by the Parties. The Grantee shall also be responsible for maintaining all required screening and landscaping for the Dumpster area.
3. The Parties further agree that the Grantee is responsible for clearing and maintaining the common property line of the Parties and that the Grantee shall have the right to construct additional parking spaces up to the Property line of the Grantor.
4. This conditional grant of easement may be released upon the mutual agreement of the Parties..

IN WITNESS WHEREOF, the GRANTOR has set its hand and seal the day and year first above written.

Veterans of Foreign Wars, Grantor: BY: Andy Little
(Print Name) ANDY LITTLE
Executive Board Member

BY: Don Porse
(Print Name) DON PORSE
Executive Board Member

BY: R. Kramer
(Print Name) ROBT KRAMER
Executive Board Member

BY: Eddie I. Butts
(Print Name) EDDIE I. BUTTS
Executive Board Member

Signed, sealed and delivered in the presence of:

David J. Williams
Witness to Grantor
(Print Name) DAVID J. WILLIAMS

Witness to Grantor
(Print Name): _____

STATE OF FLORIDA)
COUNTY OF BREVARD)

I HEREBY CERTIFY that on this day before me, an officer duly
qualified to take acknowledgements, personally appeared
Art Lohle, to me known to be the person
described in and who executed the foregoing Perpetual Grant of
Easement and acknowledged before me that he executed the same, and
who presented as identification the following:

JOSS WALTER KINCAID and he did not take an oath.

Witness my hand and official seal in the County and State last aforesaid
this 5 day of December, 2008.

(SEAL)



DAVID J. WILLIAMS
MY COMMISSION # DD 618924
EXPIRES: April 1, 2011
Bonded Thru Budget Notary Services

David J. Williams
Notary Public

DAVID J. WILLIAMS
Print Name

EXHIBIT "A"

VFW Post 4536

LEGAL DESCRIPTION:

ORB 1673, Page 782

That part of Lot 10 of Hopson's Subdivision, Section 24, Township 28 South, Range 37 East, as described in Deed Book 254, Page 551, Public Records of Brevard County, Florida, to wit: The land being and lying between the Old County Road and U.S. Highway No. 1, as now located and bounded on the North by the Pospisal property and running South to a point where the two road meet.



CITIZEN PARTICIPATION REPORT

Applicant should follow established Citizen Participation Plan as specified in § 169.005 CITIZEN PARTICIPATION PLANS.

CASE DETAILS

Applicant Name	Boston + Bailey Corp
Project Name	Gettin Crabby
Date of Submission	9-5-23

INFORMATION ON THE CITIZEN PARTICIPATION MEETING

Notice to the Public (Date)	8-23-23
Date of CPP	9-5-23
Location of the Meeting	4391 Drexel Hwy NE Palm Bay 32905
Number of Attendees	17



Immediately following this page, attach the documents below:

Copy of notice sent (separate attachment)

Material distributed or presented at the meeting (separate attachment)

Sign-In Sheets

*All the property owners within a 500-foot radius of the subject parcel shall be informed about the meeting date, time and location

I hereby certify that information provided as part of this report is correct.



Signature,



Typed Name and Title:

Date :

I hope this letter finds you in good health and high spirits. I am writing on behalf of Gettin' Crabby to extend a warm invitation to you and the residents of our community to actively participate in our Citizen Participation meeting held 9:30am on Tuesday September 5th at 4391 HWY NE Palm Bay FL, 32905.

Our desire is to re-open Ozzie's Crab House as Gettin' Crabby, which requires a special use permit. Our plan is to operate very similarly to the Ozzie's Crab House that was opened 2009. We would love the opportunity to re-open this iconic restaurant. At Gettin' Crabby, we firmly believe in the strength and effectiveness of citizen engagement in shaping the future of our community. We understand that our residents possess a wealth of knowledge, experience, and unique perspectives, which are invaluable in decision-making processes.

Our Citizen Participation Plan aims to provide a platform for the residents of our community to communicate with us and become acquainted with our team. We take pride and are eager to be collaborating with commercial fisherman, local musicians, and many others from the Bayfront Palm Bay area and beyond. We highly value your insights and would be honored to have you actively participate in this vital community engagement effort.

Thank you for your time, and we look forward to your participation.

Yours Sincerely,

 8-23-23

Kevin Arbour

Project Details: CU23-00016

Project Type: Conditional Use

Project Location: 4391 DIXIE HWY NE Palm Bay, FL 32905
Milestone: Submitted
Created: 10/7/2023
Description: Gettin Crabby
Assigned Planner: Kimberly Haigler

Contacts

Contact	Information
Owner/Applicant	Azror Ashrapov, AZAD BUSINESS CORP 7325 LIVINGSTONE LN MELBOURNE, FL 32904 (347) 241-2121 ashrapov2010@gmail.com
Legal Representative	kevin arbour 1137 ne kubin ave jensen beach, FL 34957 (772) 708-0975 seasidemanage@gmail.com
Submitter	kevin arbour 1137 ne kuvin ave jensen beach, FL 34957 Basinseafoodmarket@gmail.com
Assigned Planner	Kimberly Haigler 120 Malabar Rd SE Palm Bay, FL 32907 kimberly.haigler@palmbayflorida.org

Fields

Field Label	Value
Block	*
Lot	10
Township Range Section	28-37-24
Subdivision	29
Year Built	Multiple
Use Code	3300
Use Code Desc	NIGHT CLUBS, COCKTAIL LOUNGES, BARS

Project Details: CU23-00016

LotSize	
Building SqFt	
Homestead Exemption	
Taxable Value Exemption	
Assessed Value	
Market Value	
Land Value	
Tax ID	2832838
Flu Description	Commercial
Flu Code	COM
Zoning Description	Bayfront Mixed Use / Village
Zoning Code	BMUV
Size of Area (acres)	
Conditional Use Sought	outdoor seating
or Special Requirements Use	Not Applicable
Is Submitter the Representative?	False
Tax Account Numbers	2832838
Parcel Number	ORB 5416, Page 302
Resolution Number	

August 28, 2023

Re: Letter of Authorization


As the property owner of the site legally described as:

Hopsons Subd part of Lot 10 AS DeS In DB 74 pg 37, 249
pg 434 ex HWY R/W

I, Owner Name: Azad Business Corp/Azror Ashrapov
Address: 4391 Dixie Hwy. NE Palm Bay FL 32905
Telephone: 347-241-2121
Email: ashrapov2040@gmail.com
hereby authorize:

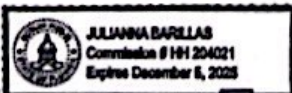
Representative: Boston & Bailey Corp / Kevin J Arbour
Address: 4391 Dixie Hwy NE Palm Bay FL 32905
Telephone: 772-708-0975
Email: seasidemanage@gmail.com
to represent the request(s) for:

applying and attending a meeting to obtain conditional use permit


(Property Owner Signature)

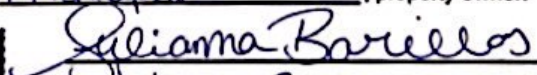
STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☒ physical
presence or ☐ online notarization, this 28th day of August, 2023 by
Azror Ashrapovich Ashrapov, property owner.



☐ Personally Known or ☒ Produced the Following Type of Identification:

Florida Driver License A261-001-75-176-0


Julianna Barillas, Notary Public

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:

kevin arbour

On:

10/7/2023 12:12:46 PM

☒ CU23-00016

Select Language ▼

GM

*** LocaliQ**
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

PROOF OF PUBLICATION

CITY OF PALM BAY
attn: Accounts Payable
City Of Palm Bay
120 Malabar Rd Se
Palm Bay FL 32907-3009

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the 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 Govt Public Notices, was published on the publicly accessible website of Brevard County, Florida, or in a newspaper by print in the issues of, on:

11/16/2023

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 11/16/2023

Legal Clerk

Notary, State of WI, County of Brown

5.15.27

My commission expires

Publication Cost: \$190.37

Order No: 9523848

of Copies:

Customer No: 1127256

1

PO #: 230085

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

NANCY HEYRMAN
Notary Public
State of Wisconsin

Ad#9523848 11/16/2023
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 December 6, 2023, and by the City Council on December 7, 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 1, Part Malabar Unit 44, Section 22, Township 26, Range 36, Brevard County, Florida, containing approximately 3 acres. Located at the southwest corner of Glen Cove Avenue NW and Emerson Drive NW

2. **CU23-00014 - AZAD Business Corp, Azror Ashrapov (Kevin Arbour, Boston & Bailey Corp, Rep.)

A Conditional Use to allow alcohol service at a proposed dining establishment in a BMUV, Bayfront Mixed Use Village District, in accordance with Section 185.053(D)(2) of the Palm Bay Code of Ordinances

Part of Lot 10, Hopsons Subdivision, Section 24, Township 28, Range 37, Brevard County, Florida, containing approximately 0.3 acres. Located east of and adjacent to Dixie Highway NE, in the vicinity south of the intersection of Dixie Highway NE and Anglers Drive NE, specifically at 4391 Dixie Highway NE

3. **CU23-00016 - AZAD Business Corp, Azror Ashrapov (Kevin Arbour, Boston & Bailey Corp, Rep.)

A Conditional Use to allow outdoor seating at a proposed dining establishment in a BMUV, Bayfront Mixed Use Village District, in accordance with Section 185.053(D)(3) of the Palm Bay Code of Ordinances

Part of Lot 10, Hopsons Subdivision, Section 24, Township 28, Range 37, Brevard County, Florida, containing approximately 0.3 acres. Located east of and adjacent to Dixie Highway NE, in the vicinity south of the intersection of Dixie Highway NE and Anglers Drive NE, specifically at 4391 Dixie Highway NE

**Indicates quasi-judicial request(s).

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

RECEIVED
NOV 20 2023
City of Palm Bay
Accounting Division

From: [Joan Junkala](#)
To: [Chandra Powell](#)
Cc: [Lisa Frazier](#)
Subject: FW: Planning & Zoning Cases CU-2300014 & CU23-00016
Date: Tuesday, October 31, 2023 9:29:46 AM

Chandra, FYI for the case files

-----Original Message-----

From: Tom Spikes <tilloo@earthlink.net>
Sent: Tuesday, October 31, 2023 9:12 AM
To: Rob Medina <Rob.Medina@palmbayflorida.org>; Donny Felix <Donny.Felix@palmbayflorida.org>; Randy Foster <Randy.Foster@palmbayflorida.org>; Kenny Johnson <Kenny.Johnson@palmbayflorida.org>; Peter Filiberto <Peter.Filiberto@palmbayflorida.org>; City Manager <citymanager@palmbayflorida.org>
Subject: Planning & Zoning Cases CU-2300014 & CU23-00016

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.

31 October, 2023

RE: Planning & Zoning Cases CU-2300014 & CU23-00016

I received your notice to property owners concerning the above referenced cases. I have no opposition to any outdoor seating. The problem I have arises from live music outdoors. There are currently 2 restaurants in proximity to my home that have outdoor music. Since the Shack opened their Tiki bar and the Lazy Turtle opened, I am forced to listen to their live music at my residence.

I am disappointed that the city of Palm Bay allows loud live music at restaurants and bars in proximity to residential neighborhoods. They give no consideration to longtime residents whose quality of life and property values are directly impacted by this situation. I can no longer relax in my back yard and enjoy the peace and quiet that I have become accustomed to for the last 43 years.

Every week, Thursday through Sunday, from around 3PM to 11PM, a constant beat rocks my neighborhood. In my backyard I can hear every note. I can close the windows and can still clearly hear the thump of the bass and drums inside my home. This is negatively impacting my quality of life and property values. No one would willingly buy a home that is exposed to loud music four or more afternoons/evenings every week.

I have called both offending establishments about the noise. On occasion, they will have the band turn it down for a bit. But before long, they are back to blasting the music into my neighborhood. Some of the bands sound pretty good. But I should not be forced to listen to them against my will. Many municipalities in the state have enacted noise ordinances to regulate this issue to protect residential property values and the right of homeowners to quiet enjoyment of their property.

The City of Palm Bay needs to take immediate action to safeguard the right of its residents to enjoy their homes free from loud music invading their domiciles.

Sincerely,
Thomas Spikes

RESOLUTION 2023-47

A RESOLUTION OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, GRANTING A CONDITIONAL USE TO ALLOW FOR AN EATING ESTABLISHMENT WITH SIDEWALK/OUTDOOR TABLE SERVICE IN BMUV (BAYFRONT MIXED USE VILLAGE DISTRICT) ZONING; WHICH PROPERTY IS LOCATED EAST OF AND ADJACENT TO DIXIE HIGHWAY, IN THE VICINITY SOUTH OF ANGLERS DRIVE AND WEST OF RIDGE ROAD, AND LEGALLY DESCRIBED HEREIN; GRANTING THE USE AS A CONDITIONAL USE; PROVIDING FOR A COMMENCEMENT PERIOD; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, application for a conditional use in BMUV (Bayfront Mixed Use Village District) zoning to allow for an eating establishment with sidewalk/outdoor table service has been made by AZAD Business Corp on property legally described herein, and

WHEREAS, the request was duly considered by the Planning and Zoning Board of the City of Palm Bay on December 6, 2023, which voted to recommend to the City Council approval, and

WHEREAS, all provisions applicable to the conditional use under Chapter 185, Zoning, Conditional Uses, Sections 185.085 and 185.086, and District Regulations, Sections 185.053 and 185.088, of the Palm Bay Code of Ordinances, have been addressed by the applicant, and

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

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

SECTION 1. The City Council of the City of Palm Bay hereby grants a conditional use to allow for an eating establishment with sidewalk/outdoor table service on property zoned BMUV (Bayfront Mixed Use Village District), which property is legally described as follows:

A part of Lot 10 of the Subdivision of that portion of Section 24, Township 28S, Range 37E, that lies situated south of Turkey Creek, the plat of which is recorded in Deed Book V, Page 697, and also in Plat Book 1, Page 62.

Beginning at the northeast corner of that part of Lot 10, laying west of the river front County road known as the Montreal Miami Highway in the subdivision aforesaid, running 150 feet along the west side of said road in a southerly direction; thence in a westerly direction 195 feet; thence in a northerly direction for 150 feet; thence in a easterly direction for 195 feet to the place of beginning.

Also a 2 foot strip of land adjacent to the above described land, said strip of land being conveyed to Michael S. Adamick and Marilyn H. Adamick in Official Records Book 1336, Page 77, Brevard County, Florida.

Excepting from the above description all lands heretofore granted to the State of Florida for highway right-of-way.

Containing 0.3 acres, more or less.

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

- A. Operating the eating establishment with sidewalk/outdoor table service in the location as depicted on 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';
- 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 two (2) years 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 two (2) years of issuance of the first permit shall void the conditional use. The Applicant may seek an administrative extension of one (1) year by submitting a written request within sixty (60) days prior to the date of expiration.

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: AZAD Business Corp

Case: CU23-00016

cc: Brevard County Recording
Applicant
Case File



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Nancy A. Bunt, Community & Economic Development Director

DATE: 12/7/2023

RE: Consideration of Substantial Amendments to the City's approved Program Years 2019, 2020, 2021, and 2022 Annual Action Plans for Community Development Block Grant funds, only one hearing required.

The City of Palm Bay, as a member of the Brevard County HOME Consortium, has adopted a Five-Year Consolidated Plan that is carried out through Annual Action Plans. The Annual Action Plan provides a concise summary of the actions and activities that will be undertaken during that fiscal year to address the priority needs and specific goals identified in the Five-Year Consolidated Plan. In accordance with 24 CFR Part 91.105, Section (a)(3), the City is required to follow the Citizen Participation Plan (CPP), which was adopted by City Council on October 6, 2022.

The City of Palm Bay notified the public that a substantial amendment is being made to the Annual Action Plan for Program Year (PY) 2019, 2020, 2021, and 2022. The amendment represented herein applies only to the City of Palm Bay's Community Development Block Grant (CDBG) Program and does not affect other elements of the Brevard County HOME Consortium's Consolidated Plan.

These substantial amendments were brought before City Council on April 20, 2023, May 18, 2023, and September 7, 2023. After a review from the City's new Housing & Urban Development (HUD) Representative, *"It has been determined that the City's public notice was not satisfactory."* Specifically, the City needed to clearly identify the funding years and amounts transferred for each substantial amendment and clearly identify how much Neighborhood Stabilization Program (NSP) 1 Program Income funds were being transferred into each activity while noting the specific census tracts to be served.

Below are the substantial amendments, staff is requesting to be presented:

AMENDMENT – FUNDING REDUCTION

Activity Name: **PY2022 PUBLIC SERVICE: THE SOURCE**

Original PY2022 Budget: \$50,000

Reduction in PY2022 Funding: ~~(\$38,408)~~

Total Amended PY2022 Budget: \$11,592

Agency requested to terminate their Agreement on 12/31/22 after expending \$11,592. This is a reallocation of the remaining \$38,408 balance.

AMENDMENT– NEW ACTIVITY

Activity Name: **PY2022 PUBLIC SERVICE: YOUTH CRIME PREVENTION SUMMER & COMMUNITY POLICING PROGRAM**

New PY2022 Budget: \$38,408

Youth crime prevention, read & feed, and summer youth programs serving Palm Bay low-income youth.

AMENDMENT – FUNDING REDUCTION

Activity Name: **PY2019 GREATER PALM BAY SENIOR CENTER IMPROVEMENTS**

Original PY2019, 2020, 2021 Budget: \$601,340.00

Reduction in Funding:

PY2019 Funding Decrease: (\$219,286.30)

PY2020 Funding Decrease: (\$ 64,109.70)

PY2021 Funding Decrease: (\$ 16,604.00)

Total Amended Budget less PY2019, 2020, and 2021 funding decreases: \$301,340.00

Reduction in funding due to 18- month delay in receiving HVAC/Chiller equipment.

AMENDMENT – NEW ACTIVITY

Activity Name: **PY2020 LIFE SAVING EMERGENCY RESCUE EQUIPMENT**

PY2019 Funding Increase: \$219,286.30

PY2020 Funding Increase: \$ 64,109.70

PY2021 Funding Increase: \$ 16,604.00

New PY2019, 2020, and 2021 Budget: \$300,000.00

Funding for life saving emergency rescue equipment, including but not limited to an air trailer and air pack bottles, and emergency mobile fire truck radios to service the city's low-income Census Tracts (CT) and Block Group (BG) areas are identified as: CT 065121/BG 2 & 4; CT 065122/BG 1 & 3; CT 065123/BG 1 & 2; CT 065201/BG 1, 2 & 3; CT 065202/ BG 2 & 4; CT 071322/BG 3; CT 071332/BG 1, 2 & 3; CT 071334/BG 3; CT 071336/BG 1; CT 071337/BG 4; CT 071339/BG 1; and CT 071340/BG 3; in accordance with 24 CFR 570.201(c) or 42 USC 5305(a)(2).

AMENDMENT – INCREASE IN PY2022 FUNDING

Activity Name: **PY2022 Public Works Sidewalk & Street Light Installation in low-income target areas**

EXISTING PY2022 BUDGET: \$170,170

INCREASE FUNDING: \$580,625.73 from PY2022 NSP 1 Program Income

NEW PY2022 BUDGET: \$750,795.73

Funding for the installation of sidewalks and streetlights in low-income Census Tracts (CT) and Block Group (BG) areas are identified as: CT 065121/BG 2 & 4; CT 065122/BG 1 & 3; CT 065123/BG 1 & 2; CT 065201/BG 1, 2 & 3; CT 065202/ BG 2 & 4; CT 071322/BG 3; CT 071332/BG 1, 2 & 3; CT 071334/BG 3; CT 071336/BG 1; CT 071337/BG 4; CT 071339/BG 1; and CT 071340/BG 3.

AMENDMENT– INCREASE IN PY2022 FUNDING

Activity Name: **PY2020 Community Housing Initiatives, Inc. Down Payment Assistance (DAP)**

Existing PY2020 Budget: \$249,161.13

Increase Funding: \$140,000 from PY2022 NSP 1 Program Income

New PY2020 Amended Budget: \$389,161.13

The 30-day public comment period began on November 6, 2023 and ends on December 7, 2023.

REQUESTING DEPARTMENT:

Community & Economic Development

FISCAL IMPACT:

All Substantial Amendments were previously approved by City Council, Budget Amendments have already been completed and will appear on Budget Amendment #1, scheduled for January 2024. A portion of the funding will be transferred from Neighborhood Stabilization Program to Community Development Block Grant, as approved by the U.S. Department of Housing and Urban Development (HUD) on March 22, 2023.

RECOMMENDATION:

Motion to

approve Substantial Amendments to the City's approved Program Year 2019, 2020, 2021, and 2022 Annual Action Plans for Community Development Block Grant funds as provided.

ATTACHMENTS:**Description**

Public Notice Ad Proofs

Public Notice Ads

Order Confirmation

Not an Invoice

Account Number:	1127256
Customer Name:	City Of Palm Bay
Customer Address:	City Of Palm Bay 120 Malabar Rd Se attn: Accounts Payable Palm Bay FL 32907-3009
Contact Name:	CITY OF PALM BAY
Contact Phone:	
Contact Email:	
PO Number:	

Date:	11/02/2023
Order Number:	9489392
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	110.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
BRE Brevard Florida Today	1	11/06/2023 - 11/06/2023	Public Notices
BRE floridatoday.com	1	11/06/2023 - 11/06/2023	Public Notices

Order Confirmation Amount

\$229.70

Ad Preview

ad#9489392 11/6/2023
CITY OF PALM BAY
PUBLIC NOTICE
SUBSTANTIAL AMENDMENT TO
PROGRAM YEARS 2019, 2020 AND
2021 COMMUNITY DEVELOP-
MENT BLOCK GRANT (CDBG)
ANNUAL ACTION PLANS
The City of Palm Bay, as a member
of the Brevard County HOME
Consortium, has adopted a Five-
Year Consolidated Plan that is
carried out through Annual Action
Plans that provide concise summary
of the actions and activities that will
be undertaken to address the prior-
ity needs and specific goals identi-
fied in the Consolidated Plan. The
City of Palm Bay is hereby notifying
the public of the reallocation of
PY2019, 2020, and 2021 Community
Development Block Grant (CDBG)
funds in the amount of \$300,000
which will be directed to a new
activity. This amendment applies
only to the City of Palm Bay's
Community Development Block
Grant (CDBG) Program and does
not affect other elements of the
Brevard County HOME Consor-
tium's Consolidated Plan.
AMENDMENT NO. 1 - FUNDING
REDUCTION
Activity Name: PY2019 GREATER
PALM BAY SENIOR CENTER
IMPROVEMENTS
Original PY2019, 2020, 2021 Budget:
\$601,340.00
Reduction in Funding:
PY2019 Funding Decrease:
(\$219,286.30)
PY2020 Funding Decrease: (\$
64,109.70)
PY2021 Funding Decrease: (\$
16,604.00)
Total Amended PY2019, 2020 and
2021 Budget: \$301,340.00
Reduction in funding due to 18-
month delay in receiving
HVAC/Chiller equipment.
AMENDMENT NO. 2 - NEW
ACTIVITY
Activity Name: PY2020 LIFE
SAVING EMERGENCY RESCUE
EQUIPMENT
PY2019 Funding Increase:
\$219,286.30
PY2020 Funding Increase: \$
64,109.70
PY2021 Funding Increase: \$
16,604.00
New PY2019, 2020 AND 2021 Budget:
\$300,000.00
Funding for life saving emergency
rescue equipment, including but not
limited to an air trailer and air pack
bottles, and emergency mobile fire
truck radios to service the city's
low-income Census Tracts (CT) and
Block Group (BG) areas are identi-
fied as: CT 065121/BG 2 & 4; CT
065122/BG 1 & 3; CT 065123/BG 1 & 2;
CT 065201/BG 1, 2 & 3; CT 065202/ BG
2 & 4; CT 071322/BG 3; CT 071332/BG
1, 2 & 3; CT 071334/BG 3; CT
071336/BG 1; CT 071337/BG 4; CT
071339/BG 1; and CT 071340/BG 3; in
accordance with 24 CFR 570.201(c)
or 42 USC 5305(a)(2).
The public comment period shall
begin on November 6, 2023 and end
on December 7, 2023. The City of
Palm Bay will hold a Public Hear-
ing to review this change and to
receive public comments at the
regularly scheduled City Council
Meeting to be held on Thursday,
December 7, 2023 at 6:00 PM in
Council Chambers, Palm Bay City
Hall, 120 Malabar Road SE, Palm
Bay, Florida 32907.
Persons with disabilities requiring
special accommodations to partici-
pate in the Public Hearing or
persons requiring information in a
language other than English should
call Siphi Chinyanganya, Housing
Administrator, at (321) 952-3408 or
use 7-1-1 (Florida Relay Services) at
least forty-eight (48) hours prior to
the Public Hearing.
Interested persons are encouraged
to provide written comment to:
City of Palm Bay
Housing & Community Development
Division
120 Malabar Road SE, Palm Bay,
FL 32907
Siphikelelo.Chinyanganya@palmbay
florida.org

Order Confirmation

Not an Invoice

Account Number:	1127256
Customer Name:	City Of Palm Bay
Customer Address:	City Of Palm Bay 120 Malabar Rd Se attn: Accounts Payable Palm Bay FL 32907-3009
Contact Name:	CITY OF PALM BAY
Contact Phone:	
Contact Email:	
PO Number:	

Date:	11/02/2023
Order Number:	9489457
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	96.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
BRE Brevard Florida Today	1	11/06/2023 - 11/06/2023	Public Notices
BRE floridatoday.com	1	11/06/2023 - 11/06/2023	Public Notices

Order Confirmation Amount

\$200.72

Ad Preview

ad#9489457 11/6/2023

CITY OF PALM BAY PUBLIC NOTICE SUBSTANTIAL AMENDMENT TO PROGRAM YEAR 2020 AND 2022 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL ACTION PLANS

The City of Palm Bay, as a member of the Brevard County HOME Consortium, has adopted a Five-Year Consolidated Plan that is carried out through Annual Action Plans that provide concise summary of the actions and activities that will be undertaken to address the priority needs and specific goals identified in the Consolidated Plan. The City of Palm Bay is hereby notifying the public of the allocation of PY2022 Neighborhood Stabilization Program 1 (NSP1) funds in the amount of \$720,625.73 which will be directed to PY2020 and PY2022 Community Development Block Grant activities. This amendment applies only to the City of Palm Bay's Community Development Block Grant (CDBG) Program and does not affect other elements of the Brevard County HOME Consortium's Consolidated Plan.

SUBSTANTIAL AMENDMENT #1 – INCREASE IN PY2022 FUNDING
Activity Name: PY2022 Public Works Sidewalk & Street Light Installation in low-income target areas

EXISTING PY2022 BUDGET:
\$170,170

INCREASE FUNDING: \$580,625.73
from PY2022 NSP 1 Program Income

NEW PY2022 BUDGET: \$750,795.73

Funding for the installation of sidewalks and streetlights in low-income Census Tracts (CT) and Block Group (BG) areas are identified as: CT 065121/BG 2 & 4; CT 065122/BG 1 & 3; CT 065123/BG 1 & 2; CT 065201/BG 1, 2 & 3; CT 065202/BG 2 & 4; CT 071322/BG 3; CT 071332/BG 1, 2 & 3; CT 071334/BG 3; CT 071336/BG 1; CT 071337/BG 4; CT 071339/BG 1; and CT 071340/BG 3.

SUBSTANTIAL AMENDMENT #2 – INCREASE IN PY2022 FUNDING
Activity Name: PY2020 Community Housing Initiatives, Inc. Down Payment Assistance (DAP)

EXISTING BUDGET: \$249,161.13

INCREASE FUNDING: \$140,000
from PY2022 NSP 1 Program Income

NEW BUDGET: \$389,161.13

The public comment period shall begin on November 6, 2023 and end on December 7, 2023. The City of Palm Bay will hold a Public Hearing to review this change and to receive public comments at the regularly scheduled City Council Meeting to be held on Thursday, December 7, 2023 at 6:00 PM in Council Chambers, Palm Bay City Hall, 120 Malabar Road SE, Palm Bay, Florida 32907.

Persons with disabilities requiring special accommodations to participate in the Public Hearing or persons requiring information in a language other than English should call Siphil Chinyanganya, Housing Administrator, at (321) 952-3408 or use 7-1-1 (Florida Relay Services) at least forty-eight (48) hours prior to the Public Hearing.

Interested persons are encouraged to provide written comment to:

City of Palm Bay
Housing & Community Development
Division
120 Malabar Road SE, Palm Bay,
FL 32907
Siphikelelo.Chinyanganya@palmbay
florida.org

Order Confirmation

Not an Invoice

Account Number:	1127256
Customer Name:	City Of Palm Bay
Customer Address:	City Of Palm Bay 120 Malabar Rd Se attn: Accounts Payable Palm Bay FL 32907-3009
Contact Name:	CITY OF PALM BAY
Contact Phone:	
Contact Email:	
PO Number:	

Date:	11/02/2023
Order Number:	9489485
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	87.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
BRE Brevard Florida Today	1	11/06/2023 - 11/06/2023	Public Notices
BRE floridatoday.com	1	11/06/2023 - 11/06/2023	Public Notices

Order Confirmation Amount

\$182.09

Ad Preview

ad# 9489485 11/6/2023

CITY OF PALM BAY
PUBLIC NOTICE
SUBSTANTIAL AMENDMENT TO
PROGRAM YEAR 2022 COMMU-
NITY DEVELOPMENT BLOCK
GRANT (CDBG) ANNUAL ACTION
PLAN

The City of Palm Bay, as a member of the Brevard County HOME Consortium, has adopted a Five-Year Consolidated Plan that is carried out through Annual Action Plans that provide concise summary of the actions and activities that will be undertaken to address the priority needs and specific goals identified in the Consolidated Plan. The City of Palm Bay is hereby notifying the public of the reallocation of PY2022 Community Development Block Grant (CDBG) public service funds in the amount of \$38,408 which will be directed to a new public service activity. This amendment applies only to the City of Palm Bay's Community Development Block Grant (CDBG) Program and does not affect other elements of the Brevard County HOME Consortium's Consolidated Plan.

AMENDMENT NO. 1 – FUNDING REDUCTION

Activity Name: PY2022 PUBLIC SERVICE: THE SOURCE
Original PY2022 Budget: \$50,000
Reduction in PY2022 Funding: (\$38,408)

Total Amended PY2022 Budget: \$11,592

Agency requested to terminate their Agreement on 12/31/22 after expending \$11,592. This is a reallocation of the remaining \$38,408 balance.

AMENDMENT NO. 2 – NEW ACTIVITY

Activity Name: PY2022 PUBLIC SERVICE: YOUTH CRIME PREVENTION SUMMER & COMMUNITY POLICING PROGRAM

New PY2022 Budget: \$38,408

Youth crime prevention, read & feed, and summer youth programs serving Palm Bay low-income youth.

The public comment period shall begin on November 6, 2023 and end on December 7, 2023. The City of Palm Bay will hold a Public Hearing to review this change and to receive public comments at the regularly scheduled City Council Meeting to be held on Thursday, December 7, 2023 at 6:00 PM in Council Chambers, Palm Bay City Hall, 120 Malabar Road SE, Palm Bay, Florida 32907.

Persons with disabilities requiring special accommodations to participate in the Public Hearing or persons requiring information in a language other than English should call Siphi Chinyanganya, Housing Administrator, at (321) 952-3408 or use 7-1-1 (Florida Relay Services) at least forty-eight (48) hours prior to the Public Hearing.

Interested persons are encouraged to provide written comment to:

City of Palm Bay
Housing & Community Development Division
120 Malabar Road SE, Palm Bay, FL 32907
Siphikelelo.Chinyanganya@palmbayflorida.org

**CITY OF PALM BAY
PUBLIC NOTICE
SUBSTANTIAL AMENDMENT TO PROGRAM YEARS 2019, 2020 AND 2021 COMMUNITY DEVELOPMENT
BLOCK GRANT (CDBG) ANNUAL ACTION PLANS**

The City of Palm Bay, as a member of the Brevard County HOME Consortium, has adopted a Five-Year Consolidated Plan that is carried out through Annual Action Plans that provide concise summary of the actions and activities that will be undertaken to address the priority needs and specific goals identified in the Consolidated Plan. The City of Palm Bay is hereby notifying the public of the reallocation of PY2019, 2020, and 2021 Community Development Block Grant (CDBG) funds in the amount of \$300,000 which will be directed to a new activity. This amendment applies only to the City of Palm Bay's Community Development Block Grant (CDBG) Program and does not affect other elements of the Brevard County HOME Consortium's Consolidated Plan.

AMENDMENT NO. 1 – FUNDING REDUCTION

Activity Name: **PY2019 GREATER PALM BAY SENIOR CENTER IMPROVEMENTS**

Original PY2019, 2020, 2021 Budget:	\$601,340.00
Reduction in Funding:	
PY2019 Funding Decrease:	(\$219.286.30)
PY2020 Funding Decrease:	(\$ 64,109.70)
PY2021 Funding Decrease:	<u>(\$ 16,604.00)</u>
Total Amended PY2019, 2020 and 2021 Budget:	\$301,340.00
Reduction in funding due to 18- month delay in receiving HVAC/Chiller equipment.	

AMENDMENT NO. 2 – NEW ACTIVITY

Activity Name: **PY2020 LIFE SAVING EMERGENCY RESCUE EQUIPMENT**

PY2019 Funding Increase:	\$219.286.30
PY2020 Funding Increase:	\$ 64,109.70
PY2021 Funding Increase:	<u>\$ 16,604.00</u>
New PY2019, 2020 AND 2021 Budget:	\$300,000.00

Funding for life saving emergency rescue equipment, including but not limited to an air trailer and air pack bottles, and emergency mobile fire truck radios to service the city's low-income Census Tracts (CT) and Block Group (BG) areas are identified as: CT 065121/BG 2 & 4; CT 065122/BG 1 & 3; CT 065123/BG 1 & 2; CT 065201/BG 1, 2 & 3; CT 065202/ BG 2 & 4; CT 071322/BG 3; CT 071332/BG 1, 2 & 3; CT 071334/BG 3; CT 071336/BG 1; CT 071337/BG 4; CT 071339/BG 1; and CT 071340/BG 3; in accordance with 24 CFR 570.201(c) or 42 USC 5305(a)(2).

The public comment period shall begin on November 6, 2023 and end on December 7, 2023. The City of Palm Bay will hold a Public Hearing to review this change and to receive public comments at the regularly scheduled City Council Meeting to be held on Thursday, December 7, 2023 at 6:00 PM in Council Chambers, Palm Bay City Hall, 120 Malabar Road SE, Palm Bay, Florida 32907.

Persons with disabilities requiring special accommodations to participate in the Public Hearing or persons requiring information in a language other than English should call Siphi Chinyanganya, Housing

Administrator, at (321) 952-3408 or use 7-1-1 (Florida Relay Services) at least forty-eight (48) hours prior to the Public Hearing.

Interested persons are encouraged to provide written comment to:

City of Palm Bay

Housing & Community Development Division

120 Malabar Road SE, Palm Bay, FL 32907

Siphikelelo.Chinyanganya@palmbayflorida.org

**CITY OF PALM BAY
PUBLIC NOTICE
SUBSTANTIAL AMENDMENT TO PROGRAM YEAR 2020 AND 2022 COMMUNITY DEVELOPMENT BLOCK
GRANT (CDBG) ANNUAL ACTION PLANS**

The City of Palm Bay, as a member of the Brevard County HOME Consortium, has adopted a Five-Year Consolidated Plan that is carried out through Annual Action Plans that provide concise summary of the actions and activities that will be undertaken to address the priority needs and specific goals identified in the Consolidated Plan. The City of Palm Bay is hereby notifying the public of the allocation of PY2022 Neighborhood Stabilization Program 1 (NSP1) funds in the amount of \$720,625.73 which will be directed to PY2020 and PY2022 Community Development Block Grant activities. This amendment applies only to the City of Palm Bay's Community Development Block Grant (CDBG) Program and does not affect other elements of the Brevard County HOME Consortium's Consolidated Plan.

SUBSTANTIAL AMENDMENT #1 – INCREASE IN PY2022 FUNDING

Activity Name: PY2022 Public Works Sidewalk & Street Light Installation in low-income target areas

EXISTING PY2022 BUDGET: \$170,170

INCREASE FUNDING: \$580,625.73 from PY2022 NSP 1 Program Income

NEW PY2022 BUDGET: \$750,795.73

Funding for the installation of sidewalks and streetlights in low-income Census Tracts (CT) and Block Group (BG) areas are identified as: CT 065121/BG 2 & 4; CT 065122/BG 1 & 3; CT 065123/BG 1 & 2; CT 065201/BG 1, 2 & 3; CT 065202/ BG 2 & 4; CT 071322/BG 3; CT 071332/BG 1, 2 & 3; CT 071334/BG 3; CT 071336/BG 1; CT 071337/BG 4; CT 071339/BG 1; and CT 071340/BG 3.

SUBSTANTIAL AMENDMENT #2 – INCREASE IN PY2022 FUNDING

Activity Name: PY2020 Community Housing Initiatives, Inc. Down Payment Assistance (DAP)

EXISTING BUDGET: \$249,161.13

INCREASE FUNDING: \$140,000 from PY2022 NSP 1 Program Income

NEW BUDGET: \$389,161.13

The public comment period shall begin on November 6, 2023 and end on December 7, 2023. The City of Palm Bay will hold a Public Hearing to review this change and to receive public comments at the regularly scheduled City Council Meeting to be held on Thursday, December 7, 2023 at 6:00 PM in Council Chambers, Palm Bay City Hall, 120 Malabar Road SE, Palm Bay, Florida 32907.

Persons with disabilities requiring special accommodations to participate in the Public Hearing or persons requiring information in a language other than English should call Siphi Chinyanganya, Housing Administrator, at (321) 952-3408 or use 7-1-1 (Florida Relay Services) at least forty-eight (48) hours prior to the Public Hearing.

Interested persons are encouraged to provide written comment to:

City of Palm Bay

Housing & Community Development Division

120 Malabar Road SE, Palm Bay, FL 32907

Siphikelelo.Chinyanganya@palmbayflorida.org

**CITY OF PALM BAY
PUBLIC NOTICE
SUBSTANTIAL AMENDMENT TO PROGRAM YEAR 2022 COMMUNITY DEVELOPMENT BLOCK GRANT
(CDBG) ANNUAL ACTION PLAN**

The City of Palm Bay, as a member of the Brevard County HOME Consortium, has adopted a Five-Year Consolidated Plan that is carried out through Annual Action Plans that provide concise summary of the actions and activities that will be undertaken to address the priority needs and specific goals identified in the Consolidated Plan. The City of Palm Bay is hereby notifying the public of the reallocation of PY2022 Community Development Block Grant (CDBG) public service funds in the amount of \$38,408 which will be directed to a new public service activity. This amendment applies only to the City of Palm Bay's Community Development Block Grant (CDBG) Program and does not affect other elements of the Brevard County HOME Consortium's Consolidated Plan.

AMENDMENT NO. 1 – FUNDING REDUCTION

Activity Name: **PY2022 PUBLIC SERVICE: THE SOURCE**

Original PY2022 Budget:	\$50,000
Reduction in PY2022 Funding:	<u>(\$38,408)</u>
Total Amended PY2022 Budget:	\$11,592

Agency requested to terminate their Agreement on 12/31/22 after expending \$11,592. This is a reallocation of the remaining \$38,408 balance.

AMENDMENT NO. 2 – NEW ACTIVITY

Activity Name: **PY2022 PUBLIC SERVICE: YOUTH CRIME PREVENTION SUMMER & COMMUNITY POLICING PROGRAM**

New PY2022 Budget:	\$38,408
--------------------	----------

Youth crime prevention, read & feed, and summer youth programs serving Palm Bay low-income youth.

The public comment period shall begin on November 6, 2023 and end on December 7, 2023. The City of Palm Bay will hold a Public Hearing to review this change and to receive public comments at the regularly scheduled City Council Meeting to be held on Thursday, December 7, 2023 at 6:00 PM in Council Chambers, Palm Bay City Hall, 120 Malabar Road SE, Palm Bay, Florida 32907.

Persons with disabilities requiring special accommodations to participate in the Public Hearing or persons requiring information in a language other than English should call Siphi Chinyanganya, Housing Administrator, at (321) 952-3408 or use 7-1-1 (Florida Relay Services) at least forty-eight (48) hours prior to the Public Hearing.

Interested persons are encouraged to provide written comment to:

City of Palm Bay
Housing & Community Development Division
120 Malabar Road SE, Palm Bay, FL 32907
Siphikelelo.Chinyanganya@palmbayflorida.org



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Terese Jones, City Clerk

DATE: 12/7/2023

RE: Appointment of one (1) member to the Bayfront Community Redevelopment Agency.

As you may recall, the term of Vicki Northrup will expire December 20, 2023. Ms. Northrup represents the 'at-large' position.

The agency is comprised of members who reside or is engaged in business, which means owning a business, practicing a profession or performing a service for compensation, or serving as an officer or director of a corporation or other business entity so engaged, within the Bayfront Community Redevelopment District.

The term expiring has been announced at the last two regular Council meetings and applications solicited for same.

The following applications have been received:

Jimmy Backus
253 Gardner Road, SW 32908

Kenneth Parks
2830 Caribbean Isle Boulevard, #314, Melbourne 32935

REQUESTING DEPARTMENT:
Legislative

FISCAL IMPACT:
None

RECOMMENDATION:
Motion to appoint one (1) member to the Bayfront Community Redevelopment Agency representing the 'at-large' position.

ATTACHMENTS:

Description

J.Backus

K.Parks

NOV 15 2023

City Clerk

**APPLICATION FOR MEMBERSHIP
CITY BOARDS OR COMMITTEES**

THIS APPLICATION MUST BE RECEIVED BY THE OFFICE OF THE CITY CLERK NO LATER THAN WEDNESDAY, 5:00 P.M., _____, TO BE CONSIDERED BY THE CITY COUNCIL.

Board/Committee: Bayfront Community Redevelopment Agency

1. Full name: Jimmy Backus

a) Home Address: 253 Gardner rd sw

City: Palm Bay

Zip Code: 32908

Telephone No. 678 886-5570

Fax No.: _____

E-mail: Jimmybackus49@gmail.com

b) Employer: USPS Postal Service

Occupation: Tech Carrier

Address: 640 E New Haven Ave

City: Melbourne

Zip Code: 32901

Telephone No. 321-723-6164

Fax No.: _____

E-mail: _____

Job responsibilities: _____

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

List job responsibilities in the space above.

2. Education: Baylor Hight University
Tidewater Community College

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

If yes, please provide the following:

Yes _____

No ☒

Title

Issue
Date

Issuing
Authority

Disciplinary
Action/Dates

4. Are you a resident of the City?

If yes, how long?

5 year

Yes ☒

No _____

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

5 year

6. Are you a United States citizen?

Yes ☒ No ☐

7. Are you a registered voter of the City?

Yes ☒ No ☐

8. Are you employed by the City?

Yes ☐ No ☒

9. Do you presently serve on a City board(s)?

Yes ☐ No ☐

If yes, please list board(s): Disaster Relief Committee

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

Yes ☒ No ☐

If yes, please list board(s): Budget Advisory, Professional Audit Services

11. Are you currently serving on a board, authority, or commission for another governmental agency?

Yes ☐ No ☐

If yes, what board, etc. _____

12. Have you ever been convicted or pled guilty to a criminal charge or pled nolo contendere (no contest) to a criminal charge?

Yes ☐ No ☒

If yes, what charge _____; where _____; when _____;
disposition was: Convicted _____ Pled Guilty _____ Pled No Contest _____

Have your civil rights been restored?

Yes ☐ No ☐

13. Are you a member or participant of any community organizations? (Please list) No

14. What are your hobbies/interests? Golf, Real Estate, Politics, Business

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

Get to know my community as it is developing and to assist
to development as it is taking place.

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

Race: African-American ☒ Asian-American _____
Hispanic-American _____
Native-American _____
Caucasian _____
Not Known _____

Gender: Male ☒ Female _____

Physically Disabled: Yes _____ No ☒

APPLICANT CERTIFICATION

By filing this application with the City of Palm Bay and placing my signature below, I do hereby acknowledge the following:

1. This Application, when completed and filed with the Office of the City Clerk, is a PUBLIC RECORD under Chapter 119, Florida Statutes, and is open to public inspection.
2. I am responsible for keeping the information on this form current and that any changes or updates will be provided to the Office of the City Clerk.
3. I consent to filing the Statement of Financial Interests if required for this board.
4. If appointed to a board/committee, I acknowledge that it is my obligation and duty to comply with the following:

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

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

Signature: _____

Date: _____

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

Fax: (321) 953-8971

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



Office of The

NOV 17 2023

City Clerk

APPLICATION FOR MEMBERSHIP / City Boards or Committees

City of Palm Bay • 120 Malabar Road • Palm Bay, FL 32907
Phone: 321-952-3414 • www.palmbayflorida.org • Fax: 321-953-8971

BOARD/COMMITTEE

Name of Board/Committee: Bayfront Community Redevelopment Authority Board of Directors
Full Name: Kenneth Parks
Home Address: 2830 Caribbean Isle Blvd #314
City: Melbourne Zip Code: 32935
Telephone Number: 321.417.1447 Fax Number: NA
Email Address: kenp2030@gmail.com

EMPLOYMENT

Employer: Marine Resources Council Occupation: Development Director
Address: 3275 Dixie Hwy NE
City: Palm Bay State: FL Zip Code: 32935
Telephone Number: 321.725.7775 Fax Number: NA
Email Address: ken@mrcirl.org
Job Responsibilities: Resource and relationship development including Ais Lookout Point in Bayfront

EDUCATION

High School Name: Auburn High School
Location: Auburn, NY Years Completed: 4 Major/Degree: General
College Business or Trade School: Metropolitan State College
Location: Denver, CO Years Completed: 2 Major/Degree: Business
Professional School: Defense Information School
Location: Indianapolis, IN Years Completed: 2 Major/Degree: Journalism
Other: Public Relations Society of America Associate of Public Relations (APR)
Location: New York, NY Years Completed: 2 Major/Degree: APR designation

APPLICANT INFORMATION

Have you ever held a business tax receipt? ☐ Yes ☒ No *If yes, please provide the following:*

Title:

Issue Date: Issuing Authority:

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

Disciplinary Action: Disciplinary Date:

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

How long have you been a resident of Brevard County? 6 Years Months

Are you a United States citizen? ☒ Yes ☐ No

Are you a registered voter of the City? ☐ Yes ☒ No

Are you employed by the City? ☐ Yes ☒ No *If yes, what department?*

Do you presently serve on a City board(s)? ☐ Yes ☒ No *If yes, please list board(s):*

Have you previously served on a City board(s)? ☐ Yes ☒ No *If yes, please list board(s):*

Are you currently serving on a board, authority, or commission for another governmental agency?

☐ Yes ☒ No *If yes, what board(s):*

Have you ever been convicted or pled guilty to a criminal charge or pled nolo contendere (no contest) to a criminal charge? ☐ Yes ☒ No *If yes, what charge:*

Where: When:

Disposition was: ☐ Convicted ☐ Pled Guilty ☐ Pled No Contest

Have your civil rights been restored? ☐ Yes ☐ No

Are you a member or participant of any community organizations? ☒ Yes ☐ No

If yes, please list: Marine Resources Council, employer; Environmental Leadership Group, Environmental

Learning Center, Wabasso; Brevard Indian River Lagoon Coalition; Indian River Lagoon Communications

Group

What are your hobbies / interests? Community development has been a career/personal interest for 40 years.

I love the outdoors, photography and exploring east central Florida. I have a particular interest in the Bayfront District, as our headquarters is at Ais Lookout Point in the district; it will become a regional gateway.

Why do you want to serve on this board / committee? I have experience in special districts and community development, and am directly involved in the redevelopment of Ais Lookout Point and Lagoon House, which are in the northeast corner of the district and will serve as a gateway to the City and region.

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

Race: Caucasian Gender: Male Physically Disabled: ☐


APPLICATION CERTIFICATION

By filing this application with the City of Palm Bay and placing my signature below, I do hereby acknowledge the following:

1. This Application, when completed and filed with the Office of the City Clerk, is a PUBLIC RECORD under Chapter 119, Florida Statutes, and is open to public inspection.
2. I am responsible for keeping the information on this form current and that any changes or updates will be provided to the Office of the City Clerk.
3. I consent to filing the Statement of Financial Interests if required for this board.
<http://www.ethics.state.fl.us>
4. If appointed to a board/committee, I acknowledge that it is my obligation and duty to comply with the following:
Code of Ethics for Public Officials (Florida Statutes, Chapter 112, Part III)
Florida Sunshine Law (Florida Statutes, Chapter 286)
<http://www.flsenate.gov/Statutes>
5. I understand the responsibilities associated with being a board/committee member, and I will have adequate time to serve on this board/committee.

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

Signature:



Date: 11.17.23

Mail the application to:
City of Palm Bay
Office of the City Clerk
120 Malabar Road, SE
Palm Bay, Florida 32907

Fax the application to:
321-953-8971

SUBMIT FORM



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Fred Poppe, Recreation Director

DATE: 12/7/2023

RE: Consideration of a co-sponsorship request from CareerSource Brevard for a veteran focused job fair to be held on February 7, 2024, at the Tony Rosa Community Center.

CareerSource Brevard, a not-for-profit organization, is applying for the City of Palm Bay to co-sponsor its Veteran Focused Job Fair which will take place on Wednesday, February 7th at the Tony Rosa Community Center. This event will promote the city as a desirable place to live, visit and do business, and enhance the quality of life and well-being of some or all residents of the community. CareerSource Brevard has funded staff to work at the Turkey Creek Sanctuary periodically since April of 2017. They have worked on projects related to Hurricanes Matthew, Irma, and Dorian. CareerSource administered over one million dollars in labor, tools, equipment, and vehicle rentals for our projects over the ~ 4 ½ years they were at the sanctuary. Other CareerSource crews worked at Facilities and Public Works during this time.

This event is expected to attract around 400+ participants throughout the day. The organization is requesting for the fees to be waived: (a) special event fee (\$150.00), (b) gymnasium rental fee (\$750.00), (c) floor covering fee (\$300.00), and (d) fire inspection fee (\$75.00). The organization is requesting use of City Hall and recreation center message boards for advertisement, as well as assistance from the city to market the event. The total cost to the City will be \$1,275.00.

REQUESTING DEPARTMENT:

Recreation

FISCAL IMPACT:

The value of this co-sponsorship is estimated to be a total of \$1,275, to include \$1,200 in fee waivers (lost revenue) from the Recreation Department and \$75 in fee waivers (lost revenue) to the Fire Department.

RECOMMENDATION:

Motion to approve the City's co-sponsorship with CareerSource Brevard for a Veteran Focused Job Fair authorizing \$1,275 in fee waivers.

ATTACHMENTS:

Description

Co-Sponsorship Application



CO-SPONSORSHIP REQUEST PACKAGE AND APPLICATION

FY 2024

Organization Name: CareerSource Brevard
Event Name: Palm Bay Veteran Focused Job Fair
Contact Name: Wilfredo Quiles

City Use Only

Date Received: 09/07/2023
Received By: Daniel Waite
Council Meeting Date: 12/7/2023

*Please submit a completed package and application with all applicable attachments to: specialeventapplications@palmbayflorida.org

{Please use in Subject Line: Co-Sponsorship Request – Event Name – Organization – Event Date}

Co-Sponsorship Application

The City does not provide direct monetary funds, but in-kind services only

I. The City of Palm Bay reserves the right to refuse any request of co-sponsorship.

Non-Profit/Organization Name: CareerSource Brevard

Event Name/Title : Palm Bay Veteran Focused Job Fair

Contact Last Name: Quiles First Name: Wilfredo

Address: 5275 S. Babcock St.

City/State/Zip: Palm Bay

Home Phone: 321-394-0584 Cell Phone: _____

Email: wquiles@careersourcebrevard.com

Please select all applicable options:

☒ Free Event ☒ Open to the public ☒ Non-Profit / Tax exempt ☒ Government Entity
(required) (required)

Applicant must submit a copy of their W-9 form and IRS Certification of Exemption.

All application packets must be submitted well in advance of the event, at a minimum of forty-five (45) days prior to the allotted Regular Council Meeting (RCM) Agenda date as assigned by City staff where the application will be considered. (Organization representative must attend scheduled council meeting)

Event Date(s) being requested: February 7th 2024

Events that do not qualify include the following:

** Charge a fee for public participation. This includes events with an admission fee, ticket fee, and/or team/individual entry fees) includes benefit walks, runs and challenges where participation fee or team fundraising takes place.)*

** Are used to promote political parties or political advocacy groups.*

** Are primarily focused on commercial or nonprofit promotion, fundraising, or personal gain.*



Co-Sponsorship Application

The City does not provide direct monetary funds, but in-kind services only

II. The following evaluation criteria is being requested for recognition:

{Check all that apply and please explain your selections. You may attach answers as an additional sheet}

- ☒ Provides public purpose by meeting one or more of the goals noted within the Co-Sponsorship Policy. ***{check all that apply}***
- ☒ Promote the City as a desirable place to live, visit and do business.
- ☐ Promote the City as a visitor destination, provide a positive economic impact, and/or generate tourism-associated revenue.
- ☒ Enhance the quality of life and well-being of some or all residents of the community
- ☐ Advance the City's commitment to and pride in being a multicultural community.
- ☐ Promote cultural and artistic awareness within the City.

Please explain:

This event is a Veteran Focused Job Fair, which will be open to the public at no cost. We average 60 employers and 350 job seekers per event.

We have partnered with the City of Palm Bay for the past 4 years and each year it has been a great success.

- ☒ Costs for this co-sponsorship serves a public purpose by providing or expanding public services or programs.

Please explain:

This event will allow for the job seekers of Palm Bay and surrounding cities to meet and interview with employers from many sectors; Aerospace, Manufacturing, Hospitality, Transportation, Administration, Healthcare, Construction, Logistics, Law Enforcement and more.

- ☐ The event complements current City Special Event Programming.

Please explain:

- ☐ Applicant has prior experience with organizing/producing this type of event.

Please explain:



Co-Sponsorship Application

The City does not provide direct monetary funds, but in-kind services only

III. The following evaluation criteria is being requested for recognition:

Please provide your in-kind request from the city that would affect in-kind City impact for which co-sponsorship is requested. Ex: Stage, Bleachers, Tents, PD, Fee Waiver, etc.
{separate sheet can be used if necessary}

This event will be executed by our Veterans Team, there are no outside volunteers.

Volunteer hours the organization will provide to conduct this event, please use a list or table-format to show planning, set-up, breakdown and clean-up. {separate sheet can be used if necessary}

Estimated Total Hours: 12

Estimated Total Volunteers: 8

Please provide a full budget reflecting the contributions the organization will make toward the event, including all direct costs, in-kind costs, total donations, staffing costs, or other sponsorships if applicable. {Please provide a break down on separate sheet}

Estimated Total Monetary Contribution from Organization: 0.00

**Funds will be available on a first-come, first-served basis.*

**Consideration will be based on the availability of City funds at the time of the application.*

**An eligible applicant seeking co-sponsorship shall not exceed \$12,500, of in-kind General Fund impact per event, and is limited to one co-sponsorship per fiscal year, per taxpayer identification number.*

**For calculation purposes, in-kind labor is calculated for labor provided on the day(s) of event.*

Co-Sponsorship Application

The City does not provide direct monetary funds, but in-kind services only

IV. Applicant Check List

Please use this checklist to make sure you are submitting a completed Co-Sponsorship request application.

- ☒ a. A cover letter describing how the event will meet each of the evaluation criteria, as stated above, will benefit the City, its residents and visitors;
- ☒ b. A completed City Special Events Application and Agreement;
- ❖ c. In-Kind expenses/waivers from the City will be provided by the City of Palm Bay based on your response to section III and the completed special event application;
- ☒ d. A list or table of volunteer/staff hours the organization is providing to conduct the event, delineated by categories of event preparation to include (but not limited to): planning, set-up, breakdown, and clean-up;
- ☒ e. Applicant must also provide a full budget reflecting the contributions the organization will make toward the event, including all direct or in-kind costs, total donations, staffing costs, or other sponsorships if applicable;
- ☒ f. Applicant must submit a copy of their W-9 Form for Taxpayer Identification Number and Certification; and
- ☒ g. A copy of the non-profit organizations IRS Certification of Exemption.

Filing of an application is not a guarantee that co-sponsorship will be approved. Other factors may be reviewed, including but not limited to safety and liability concerns for the public, at the discretion of the City Manager. Following recommendation by the City Manager, the City Council will have the final determination as to whether the application is approved or denied, at a regularly scheduled Council meeting.

Submission Date: 9/7/2023
Applicant Signature: Wilfredo Lugo





August 29, 2023

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

To whom it may concern,

CareerSource Brevard is a regional public/private partnership and part of a statewide network of 24 regions, known as CareerSource Florida. We administer the Workforce Innovation and Opportunity Act (WIOA) in Brevard County, provide workforce solutions to help keep Brevard businesses operating and thriving, and help solve workforce challenges. For these reasons, CSB is requesting support from the city to help promote the February 7th, 2024, job fair to hire veterans and other citizens of Brevard.

CSB has partnered with the City of Palm Bay on previous occasions and have a fruitful partnership, with the common goal of helping the local community. We co-sponsored a successful recruiting event with your team on February 8th 2023.

Over the past several years, Parks & Recs has graciously allowed us to use the Tony Rosa Community Center for our large job fairs at little to no cost; we would be so grateful for these accommodations for the February event. We would also like to promote the event on your website, newsletter, and mobile traffic message boards to reach as many residents as we can for another great hiring event.

Thank you in advance for your consideration!

Sincerely,

Thomas LaFlore

Thomas LaFlore
V.P. of Industry Relations
CareerSource Brevard



SPECIAL EVENTS APPLICATION AND AGREEMENT

Event Name: Veterans Job Fair

Date Received by City Staff: 09/07/2023

This application must be completed in its entirety. An incomplete application will be returned to the applicant and may delay approval and reservation of preferred date. Events must follow the City's Special Event Ordinance 2019-09. Applicant must check with all applicable City, State and Federal laws and/or permit requirements, and obtain the permits they may require.

EVENT INFORMATION

Type of Event: ☒ Special Event-City Owned Property ☐ Special Event-Non-City Owned
☐ Parade ☐ Demonstration ☐ Block Party ☐ Concert / Festival

Venue: ☒ Tony Rosa Community Center ☐ Ted Whitlock Community Center
☐ Fred Poppe Regional Park ☐ Captains House ☐ Other

If other, please identify:

CONTACT INFORMATION

Organization/Applicant Name: Wilfredo Quiles (CareerSource Brevard) Telephone: 321-394-0584

Applicant Address: 5275 S. Babcock St. Palm Bay, FL 32905 Email: wquiles@careersourcebrevard.com

Contact Person (if different from Applicant):

Telephone: Email:

NAME / TITLE OF EVENT

Name / Title of Event: Palm Bay Veterans Job Fair

Description of Event: Job Fair/52-60 employers offering jobs from Janitorial to Engineers and on the spot int

Anticipated Number of Attendees: 350 (not all at the same time) Open to the Public: ☒ Yes ☐ No

NOTICE: For every 250 people attending, you need one certified crowd manager.

Will you be charging an admission fee: ☐ Yes ☒ No If yes, how much?:

Date(s) of Event: 7 February 2024

Setup Start Time: 8:00am Event Start Time: 10:00am

Break Down Time: 1:30pm Event End Time: 1:00pm

ROAD / TRAFFIC NEEDS

Will you be requesting any road closures? ☐ Yes ☒ No

Name of specific street/road:

Times of Road Closure:

Please include all roads to be closed on the site map that is submitted, including location of any barricades, cones, etc. Applicant must provide written notification to each occupant within the proposed event area at least two weeks prior to the event.

TEMPORARY STRUCTURES

Will you have Temporary Structures? ☐ Yes ☒ No

☐ Booth If yes, how many?: Measurements:

☐ Tent If yes, how many?: Measurements:

If the tent is over 800 square feet in size, the tent will require a permit from our City Building Department.

☐ Inflatables If yes, how many?: Measurements:

☐ Other

All items above must be clearly marked with all details on the site map that is submitted.

MUSIC INFORMATION

Will music be provided at your event? ☐ Yes ☒ No

Will there be sound amplification? ☐ Yes ☒ No

☐ Band ☐ DJ ☐ Stereo System ☐ Other

List sound/equipment provider:

Applicant must adhere to the City of Palm Bay Special Event Ordinance Number 2019-09. The maximum permissible sound level is 65db at the event boundary. If the adjacent land use is residential, the level may not exceed 55db.

FOOD / VENDORS

Will there be food? ☐ Yes ☒ No

Provided at a charge? ☐ Yes ☒ No

Will there be soft drinks/water? ☐ Yes ☒ No

Provided at a charge? ☐ Yes ☒ No

Will there be vendors? ☒ Yes ☐ No

If yes, how many vendors?

If yes, what kind? ☐ Cooking Vendor ☐ Non-Cooking Vendor

A Business Tax Receipt and Department of Health Certificate is required for the sale or distribution of food. Already prepared food must be approved by the Department of Health prior to the event. All vendors location must be clearly marked on the site map that is submitted.

ALCOHOL

Will there be alcohol? ☐ Yes ☒ No

Provided at a charge? ☐ Yes ☐ No

☐ Beer ☐ Wine ☐ Liquor

A State license is required for alcohol sales and can be obtained from the Florida Division of Alcoholic Beverages. The sale of alcoholic beverages must follow the liquor control regulations of the City and the State of Florida.

MISCELLANEOUS

Will off-site parking be used at the event? ☐ Yes ☒ No If yes, location?

Will you need electricity? ☐ Yes ☒ No Will you be using generators? ☐ Yes ☒ No

Are you providing additional dumpsters? ☐ Yes ☒ No If yes, provider name:

Are you providing additional toilets? ☐ Yes ☒ No If yes, provider name:

How many additional toilets will you have? How many toilets will be ADA Accessible?

NOTICE: *You must have at least one ADA Accessible portable toilet for your event.*

Will there be first-aid stations? ☐ Yes ☒ No Will there be amusement rides? ☐ Yes ☒ No

Will there be fireworks? ☐ Yes ☒ No Will there be fire? ☐ Yes ☒ No

SERVICES REQUESTED BY APPLICANT:

☐ Police Officer(s) If yes, how many?

The City reserves the right to assess the need for additional City services.

Please be aware that employing a service member incurs a fee for each person requested for your event. Each police officer requested is a paid, off-duty detail and forms/applications will be sent from the PD for request review.

SITE PLAN REQUIREMENTS

Detailed Site Plans are required for special events on City-owned and non-City-owned properties.

A preliminary site plan for city-owned property shall be submitted no less than thirty (30) days before the event. A final site plan must be submitted no less than fifteen (15) days before the event.

A preliminary site plan for non-city-owned property shall be submitted no less than ten (10) days before the event. A final site plan must be submitted no less than five (5) days before the event.

****Please refer to the City of Palm Bay Special Event Ordinance Number 2019-09 for full details regarding the Site Plan Requirements****

INSURANCE REQUIREMENTS

Applicants for a Special Event on City property must follow the insurance requirements as described in the City of Palm Bay Special Events Ordinance Number 2019-09:

- Commercial General Liability
- Worker's Compensation and Employer's Liability
- Liquor Liability (if alcoholic beverages are to be sold, served, or consumed at the event)

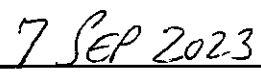
The City must be provided with a Certificate of Insurance listing the "City of Palm Bay" as the Certificate Holder and naming the "City of Palm Bay" as an additional insured. The insurance requirements must be met not less than fifteen days (15) days prior to the scheduled event.

****Please refer to the City of Palm Bay Special Event Ordinance Number 2019-19 for full details regarding the insurance requirements for Special Events held on City owned property****

APPLICANT SIGNATURE

I hereby certify that the information provided in this application is true and correct and agree to adhere to the City of Palm Bay Special Events Ordinance 2019-09.


Applicant (Required)

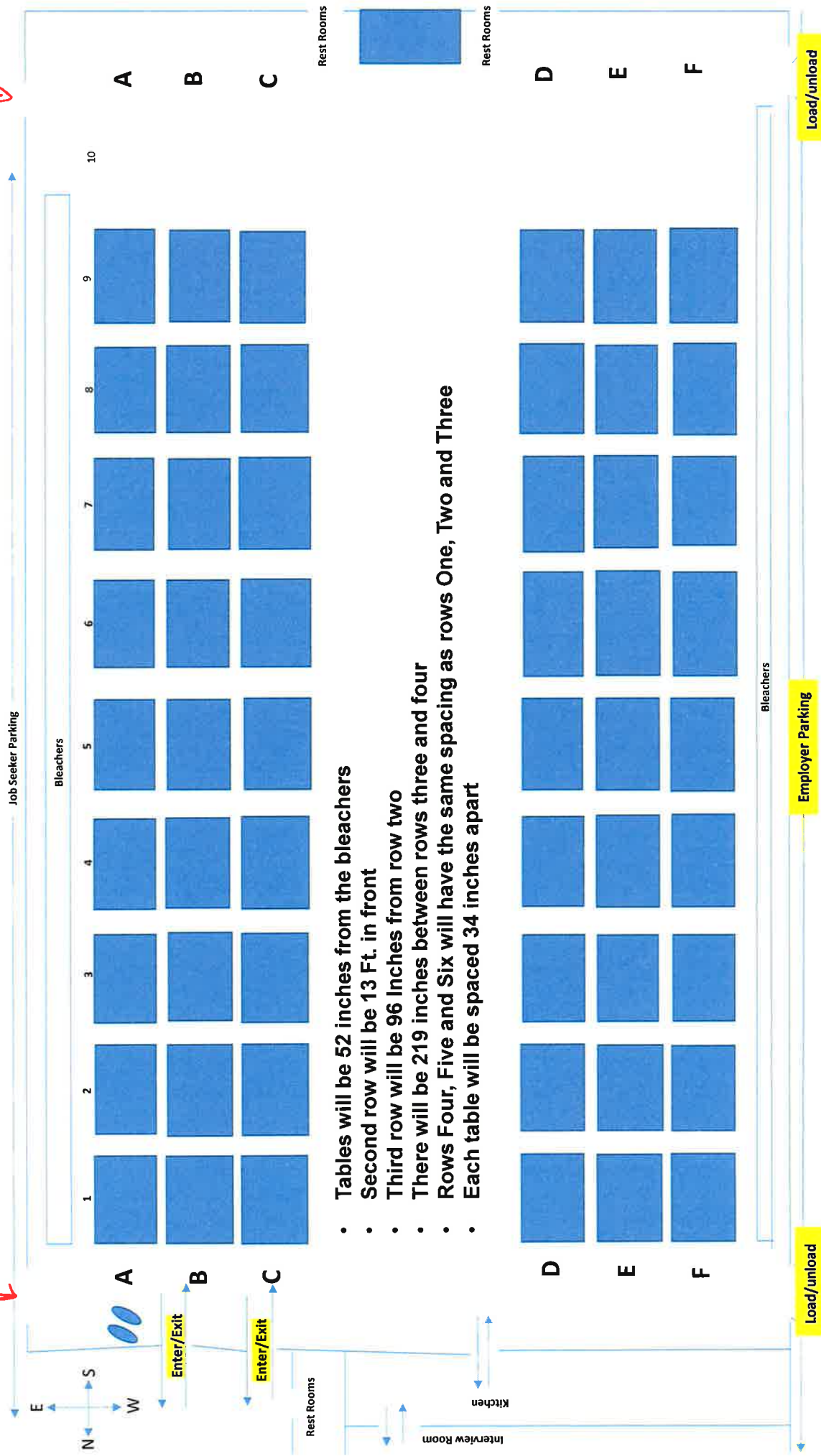

Date (Required)

If you are submitting this document electronically, please email this document to:
specialeventapplications@pbfl.org

**An attachment notating the approval by the pertinent
City of Palm Bay Departments will follow this page.**

Building Exit

Building Exit



- Tables will be 52 inches from the bleachers
- Second row will be 13 Ft. in front
- Third row will be 96 inches from row two
- There will be 219 inches between rows three and four
- Rows Four, Five and Six will have the same spacing as rows One, Two and Three
- Each table will be spaced 34 inches apart

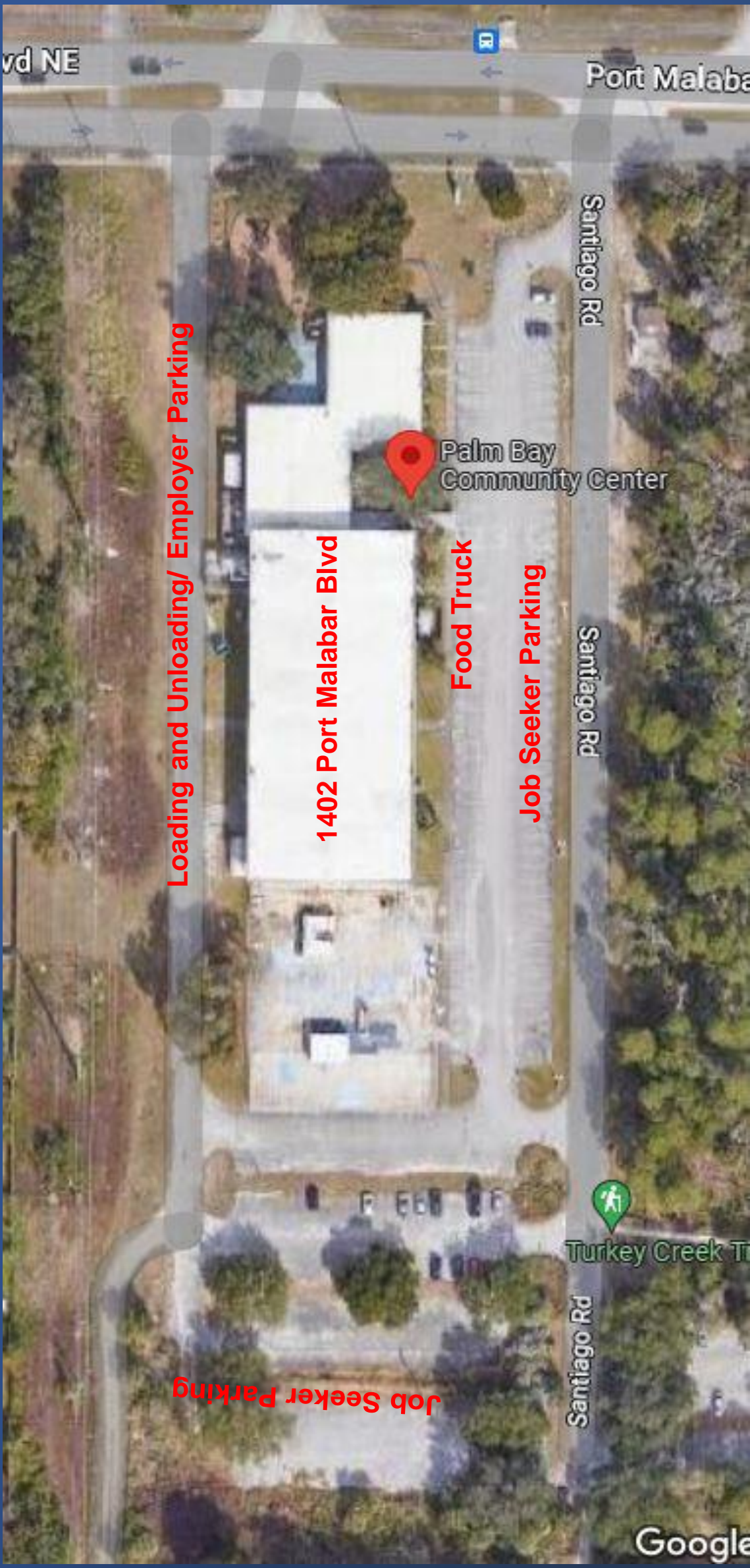
Load/unload

Building Exit

Employer Parking

Load/unload

Building Exit



Loading and Unloading/ Employer Parking

1402 Port Malabar Blvd

Food Truck

Job Seeker Parking

Job Seeker Parking

Palm Bay
Community Center

Santiago Rd

Santiago Rd

Turkey Creek Tr

Santiago Rd

Google



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Suzanne Sherman, City Manager

THRU: Fred Poppe, Recreation Director

DATE: 12/7/2023

RE: Consideration of a co-sponsorship request from The Indian Association of the Space Coast, Inc. for the Second Annual Palm Bay Indian Kite Festival on January 21, 2024, at Fred Poppe Regional Park.

The Indian Association of the Space Coast, Inc., a not-for-profit organization, is applying for the City of Palm Bay to co-sponsor its Second Annual Palm Bay Indian Kite Festival which will take place on Sunday, January 21st at Fred Poppe Regional Park. This event will promote the City as a desirable place to live, visit and do business, enhance the quality of life and well-being of some or all residents of the community, and continue to advance the City of Palm Bay's commitment to and pride in being a multicultural community.

The event is scheduled for January 21, 2024 and it represents the following:

Uttarayan is India's version of Thanksgiving it welcomes harvest, prosperity, and hope. It is also the time of the year when people come together to celebrate with their loved ones. It is their belief that a kite encounter indicates a spiritual message that one needs to receive in order to grow.

This event is expected to attract around 200+ participants at one given time. The organization is requesting for the fees to be waived for: the special event fee (\$150.00), the green space fees (\$300.00), a recreation staff member to be on site for restroom usage at the community center (\$250.00), stage rental fee (\$750.00), bleacher rental (\$250.00), stage and bleacher set up and breakdown fee (\$280.00), set up of and use of (2) 20x20 tent, (2) police officers for the event (\$800.00), the Special Outdoor Events fire inspection fee (\$125.00). While the event organizer is providing volunteers and is responsible for keeping the event area clean and tidy, the City requires 2 maintenance staff on site for events of this size to assist with restroom upkeep, trash, and debris removal for 10 hours at \$35/hr (\$700.00). The total cost to the City will be (\$3,605.00).

REQUESTING DEPARTMENT:
Recreation

FISCAL IMPACT:

The value of this co-sponsorship is estimated to be a total of \$3605.00, with \$980.00 of in-kind wages for the Parks department (Parks 001-4526-519-14-10), \$250.00 of in-kind wages for the Recreation department

(Recreation 001-4120-572-2-1310), \$800 of in-kind wages for the Police department (Police 001-5012-521-1410) and \$1,450.00 in fee waivers (lost revenue) from the Recreation department (Special Events 001-4120-572-3713) and \$125.00 in fee waivers (lost revenue) for the Fire Department.

RECOMMENDATION:

Motion to to approve the City's co-sponsorship with the Indian Association of the Space Coast Second Annual Palm Bay Indian Kite Festival, approving for \$2030.00 of in-kind wages (labor) and authorizing \$1,575.00 in fee waivers.

ATTACHMENTS:

Description

Cover Letter

In-Kind Cost Breakdown



Indian Association of the Space Coast - I.A.S.C.

930-3 Malabar Rd SE, Palm Bay, FL 32907

iascbrevard@gmail.com

www.myiasc.com

09/18/2023

Palm Bay's Indian Kite Festival

Through this letter, I wish to request co-sponsorship of the Second Annual Palm Bay Indian Kite Festival. This is an annual event that will take place in Palm Bay from this point on and we are looking for a long-lasting relationship and partnership with the city. This event will bring new visitors to our city and will promote commercial growth for our small businesses.

The event is scheduled for January 21, 2024 and it represents the following:

UTTARAYAN IS INDIA'S VERSION OF THANKSGIVING IT WELCOMES HARVEST, PROSPERITY AND HOPE. IT IS ALSO THE TIME OF THE YEAR WHEN PEOPLE COME TOGETHER TO CELEBRATE WITH THEIR LOVED ONES. IT IS THEIR BELIEF THAT A KITE ENCOUNTER INDICATES A SPIRITUAL MESSAGE THAT ONE NEEDS TO RECEIVE IN ORDER TO GROW

Palm bay will be the ground breaker by being the First city in Brevard County to embrace the Indian traditions and provide an event for the whole community to experience together enjoy the Indian Culture so enriched in tradition and uniqueness.

The event is free and open to the general public. We hope to include the City of Palm Bay as co-sponsor and solidify the relationship for the yearly event.

Indian Association of the Space Coast (IASC) appreciates your efforts in systematizing this event according to your specifications and I know it will be a huge success.

I look forward to hearing from you soon. If you have any questions, please feel free to contact me via email or phone.

Regards

Ankur Shah
President
IASC
321 432 0675
IASCBREVARD@GMAIL.COM

In-Kind City Impact Estimate

City of Palm Bay - Special Event

It Starts in Parks

DATE: 1/21/2024

INVOICE #: 121202401

CUSTOMER ID: Indian Association of the Space Coast

Event Time

10:00 AM - 5:00 pm

Set up Begins morning of at 8 am

BILL TO

Indian Association of the Space Coast

Event Date

Sunday, January 21st

Event Name: Palm Bay Indian Kite Festival

Projected Attendance: 200 at one time (500+)

Location: Fred Poppe Regional Park

Description	AMOUNT
Special Event Fee	\$200 * 25% Non-Profit Discount \$150.00
Green Space Fee	\$400* 25% Non-Profit Discount \$300.00
Maintance Staff for event	2 staff @ 10 Hours @ \$35/hr \$700.00
Additional Recreation Staff Fee	\$25/hr @ 10 hours \$250.00
Stage Rental Fee	\$1000 * 25% Non-Profit Discount \$750.00
Stage set up/breakdown fee	2 staff @ 2 Hours @ \$35/hr \$140.00
Bleacher rental fee	1 set (Non-Profit Rate) \$250.00
Bleacher set up/breakdown fee	2 staff @ 2 Hours @ \$35/hr \$140.00
Police	2 @ 8 hours @ \$50/hr \$800.00
Fire Inspection Fee	\$125.00
In-Kind TOTALs	\$3,605.00