



Mayor
WILLIAM CAPOTE

Deputy Mayor
BRIAN ANDERSON

Councilmembers
HARRY SANTIAGO, JR.
JEFF BAILEY
KENNY JOHNSON

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

AGENDA

REGULAR COUNCIL MEETING 2019-22

THURSDAY

September 19, 2019 - 7:00 P.M.
City Hall Council Chambers

CALL TO ORDER:

INVOCATION:

PLEDGE OF ALLEGIANCE:

ROLL CALL:

ANNOUNCEMENTS:

1. Three (3) vacancies on the Community Development Advisory Board (represents 'for-profit provider', 'actively engaged in home building' and 'employer within the City' positions).++
2. One (1) vacancy on the Business Improvement District (must be located within the District) representing 'institution of higher education (college or university)'.++
3. One (1) vacancy on the Youth Advisory Board (represents an adult advisory member thirty (30) years and older).++
4. One (1) vacancy on the Business Improvement District (must be located within the District) representing 'major employer'.+

AGENDA REVISIONS:

CONSENT AGENDA:

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

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

PRESENTATION:

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

ADOPTION OF MINUTES:

- *1. Regular Council Meeting 2019-20; September 5, 2019.

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

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

PUBLIC HEARINGS:

1. Ordinance 2019-57, amending the Code of Ordinances, Chapter 33, Fire Department, Subchapter 'Fire Prevention; General Provisions', by removing provisions related to fire protection and alarm system permit and inspection fees, first reading.
2. Ordinance 2019-58, amending the Code of Ordinances, Chapter 170, Construction Codes and Regulations, by including provisions related to fire protection and alarm system permit and inspection fees, first reading.

PROCUREMENTS:

Miscellaneous:

- *1. "Cooperative Purchase", purchasing card services (State of Florida term contract) – Procurement Department (Bank of America – revenue generating contract).
- *2. Cured-in-place pipe lining, Stormwater Program – Change Order 2 – Public Works Department (Granite Inliner, LLC – \$22,750).
- *3. Design-build services, St. Johns Heritage Parkway (Interchange to Babcock Street) – Change Order 2 – Public Works Department (Community Asphalt Corporation - \$267,040).

UNFINISHED AND OLD BUSINESS:

1. One (1) appointment to the Business Improvement District.
2. One (1) appointment to the Melbourne-Tillman Water Control District.

COMMITTEE AND COUNCIL REPORTS:

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

NEW BUSINESS:

- *1. Resolution 2019-30, amending Resolution No. 2018-49, adopting the Five-Year Capital Improvements Program for Fiscal Years 2018-2019 through 2022-2023 (fourth amendment).
- *2. Acknowledgement of the City's monthly financial report for July 2019.
- *3. Consideration of utilizing stormwater service fees and other non-assessment derived revenues to refund Harris Corporation for overpayment of stormwater service fees during Fiscal Years 2011-2015 (\$177,342).
- *4. Consideration of the City's state legislative priorities.
- *5. Consideration of travel and training for specified City employees.

ADMINISTRATIVE AND LEGAL REPORTS:

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

ADJOURNMENT:

♣Quasi-judicial proceeding.

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

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

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

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.

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.



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

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

DATE: September 19, 2019

RE: One (1) vacancy – Business Improvement District (represents ‘major employer located within the District’)

On September 5, 2019, City Council enacted Ordinance 2019-50, which amended the composition of the governing body of the Palm Bay Business Improvement District by reducing the voting members to seven (7) and including a member who shall represent a major employer located within the District.

REQUESTING DEPARTMENT(S):
Legislative Department

FISCAL IMPACT:
None

RECOMMENDATION:
The vacancy should be announced at tonight’s meeting and applications solicited for same.

The appointment will be made at the October 17, 2019, regular Council meeting.

/jcd

CITY OF PALM BAY, FLORIDA

REGULAR COUNCIL MEETING 2019-20

Held on Thursday, the 5th day of September 2019, 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 6:59 P.M.

Pastor Rob Medina gave the invocation which was followed by the Pledge of Allegiance to the Flag.

ROLL CALL:

MAYOR:	William Capote	Present
DEPUTY MAYOR:	Brian Anderson	Present
COUNCILMEMBER:	Harry Santiago, Jr.	Present
COUNCILMEMBER:	Jeff Bailey	Present
COUNCILMEMBER:	Kenny Johnson	Present
CITY MANAGER:	Lisa Morrell	Present
CITY ATTORNEY:	Patricia Smith	Present
DEPUTY CITY CLERK:	Terri Lefler	Present

CITY STAFF: Present was Suzanne Sherman, Deputy City Manager; Laurence Bradley, Growth Management Director.

ANNOUNCEMENTS:

Deputy Mayor Anderson announced the following vacancies and term expiring, and solicited applications for same:

1. **Three (3) vacancies on the Community Development Advisory Board (represents 'for-profit provider', 'actively engaged in home building' and 'employer within the City' positions).++**
2. **Two (2) vacancies on the Business Improvement District (must be located within the District) representing one (1) 'institution of higher education (college or university)' and one (1) 'bank or financial institution'.++**
3. **One (1) vacancy on the Youth Advisory Board (represents an adult advisory member thirty (30) years and older).++**
4. **One (1) term expiring on the Melbourne-Tillman Water Control District (represents resident of the District).++**

AGENDA REVISIONS:

There were no agenda revisions.

CONSENT AGENDA:

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

Motion by Deputy Mayor Anderson, seconded by Mr. Bailey, that the Consent Agenda be approved as presented with the removal of Items 1, 3, 4 and 8, under New Business, from consent; and to consider Item 1, under New Business, prior to Public Hearings. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Anderson, Yea; Councilman Santiago, Yea; Councilman Bailey, Yea; Councilman Johnson, Yea.

PROCLAMATION:

The proclamation was read and presented.

1. “Space Coast Salutes Our Military” bumper sticker campaign, Economic Development Commission of Florida’s Space Coast.

ADOPTION OF MINUTES:

***1. Regular Council Meeting 2019-19; August 13, 2019.**

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

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

Individuals commented on various issues. Residents surrounding the proposed project on Cricket Drive spoke on the issue which had been withdrawn by the applicant.

☞ NEW BUSINESS:

☞ 1. Resolution 2019-28, providing for the renaming of West Oaks Park, located at 1161 Lamplighter Drive as, ‘Lynne Manion Nungesser Park’.

The City Attorney read the resolution in caption only.

Individuals spoke in support of the resolution and commented on Ms. Nungesser’s dedication to the community and the Police Department.

Motion by Deputy Mayor Anderson, seconded by Mr. Santiago, to adopt Resolution 2019-28. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Anderson, Yea; Councilman Santiago, Yea; Councilman Bailey, Yea; Councilman Johnson, Yea.

PUBLIC HEARINGS:

1. Ordinance 2019-47, vacating a portion of the rear public utility and drainage easement located within Lot 8, Block 61, Port Malabar Unit 4 (Case VE-5-2019, Christine Stevens and Juan Delgado), 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. Bailey, seconded by Deputy Mayor Anderson, to adopt Ordinance 2019-47. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Anderson, Yea; Councilman Santiago, Yea; Councilman Bailey, Yea; Councilman Johnson, Yea.

2. Ordinance 2019-48, vacating a portion of the rear public utility and drainage easement located within Lots 13 and 14, Block 806, Port Malabar Unit 16 (Case VE-6-2019, Christopher Carroll), 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. Bailey, seconded by Mr. Santiago, to adopt Ordinance 2019-48. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Anderson, Yea; Councilman Santiago, Yea; Councilman Bailey, Yea; Councilman Johnson, Yea.

3. Ordinance 2019-49, amending the Code of Ordinances, Chapter 55, Police and Firefighters Retirement Pension Plan, by amending provisions related to death and disability benefits, 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 Deputy Mayor Anderson, seconded by Mr. Bailey, to adopt Ordinance 2019-49. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Anderson, Yea; Councilman Santiago, Yea; Councilman Bailey, Yea; Councilman Johnson, Yea.

4. Ordinance 2019-50, amending the Code of Ordinances, Chapter 64, Business Improvement District, Subchapter 'Creation of City of Palm Bay Business Improvement District', by modifying provisions related to the governing body, final reading. (Councilman Santiago)

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

Motion by Mr. Santiago, seconded by Mr. Johnson, to adopt Ordinance 2019-49. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Anderson, Yea; Councilman Santiago, Yea; Councilman Bailey, Yea; Councilman Johnson, Yea.

5. Ordinance 2019-46, vacating a portion of the rear public utility and drainage easement located within Lots 21 and 22, Block 854, Port Malabar Unit 17 (Case VE-4-2019, Laura Gullo), first reading. (CONTINUED FROM RCM 08-13-19)

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. Bailey, seconded by Deputy Mayor Anderson, to approve Ordinance 2019-46. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Anderson, Yea; Councilman Santiago, Yea; Councilman Bailey, Yea; Councilman Johnson, Yea.

6. Ordinance 2019-55, amending the City's Comprehensive Plan Future Land Use Map to change the designated use of property located south of and adjacent to Castile Road, in the vicinity north of Jupiter Boulevard, from Recreation and Open Space Use to Single Family Residential Use (1.32 acres)(Case CP-11-2019, Elizabeth Persaud), only one reading required.

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

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

Bill Battin, resident, questioned if it would be a single or multi-family home. Mrs. Morrell advised that the land was intended to be built as a single home. Ms. Persaud confirmed same.

Mr. Johnson asked if wildlife would be mitigated. Mr. Bradley confirmed there were no identified species of wildlife on the property. Typically, single-family construction did not require that type of review.

The public hearing was closed.

Motion by Mr. Santiago, seconded by Mr. Bailey, to approve Ordinance 2019-55. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Anderson, Yea; Councilman Santiago, Yea; Councilman Bailey, Yea; Councilman Johnson, Yea.

7. Request to amend the City's Comprehensive Plan Future Land Use Map to change the designated use of property located north of and adjacent to Cricket Drive, in the vicinity between Nolan Street and Nogales Avenue, from Single Family

Residential Use to Multiple Family Residential Use (20.36 acres)(Case CP-9-2019, Cricket Drive Apartments (Construction Engineering Group, LLC). (WITHDRAWN)

8. Request for Preliminary Development Plan approval of a proposed Planned Unit Development (PUD) to be known as “Cricket Drive Apartments” on property located north of and adjacent to Cricket Drive, in the vicinity between Nolan Street and Nogales Avenue (20.36 acres)(Case PD-15-2019, Cricket Drive Apartments (Construction Engineering Group, LLC). (WITHDRAWN)

PROCUREMENT:

Miscellaneous:

***1. “Cooperative Purchase”, combination sewer cleaning/vacuuming machine and chassis (Florida Sheriff’s Association contract) – Utilities Department (Southern Sewer Equipment Sales - \$362,630).**

Staff Recommendation: Authorize the purchase of a 2019 Vac Con Combination Sewer Cleaning/Vacuuming Machine mounted on a 2019 Freightliner truck chassis utilizing the Florida Sheriff’s Association contract, from Southern Sewer Equipment Sales (Fort Pierce), in the amount of \$362,630.

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

UNFINISHED AND OLD BUSINESS:

1. Appointment of one (1) “at-large” member to the Recreation Advisory Board.

Motion by Deputy Mayor Anderson, seconded by Mr. Santiago, to appoint Randy Foster to the “at-large” position on the Recreation Advisory Board. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Anderson, Yea; Councilman Santiago, Yea; Councilman Bailey, Yea; Councilman Johnson, Yea.

COUNCIL REPORTS:

Councilmembers addressed various subject matters.

1. Mr. Johnson requested a national disaster workshop to look back on Hurricane Dorian and see how any processes could be improved. Mr. Bailey advised that Mrs. Morrell was gathering information via a survey. Mrs. Morrell advised about the upcoming “Emerg-Opoly” test with staff. It would be a tabletop exercise for staff to play against each other and reveal success within their own department’s plans of preparation. Mr. Johnson wanted to make sure that staff continued to work closely with Council and communicate effectively so that information could be relayed to the residents. Deputy Mayor Anderson

advised that Council could review the Emergency Management Plan at the workshop. Mrs. Morrell advised that Council recently adopted Brevard County's Comprehensive Emergency Management Plan. Council concurred to schedule a workshop.

2. Mr. Bailey asked that the Palm Bay Municipal Foundation, Inc. react quickly for relief efforts for the Bahamas. He asked that residents drop items off and for Mrs. Morrell to coordinate same. Mayor Capote advised that the Disaster Relief Committee (DRC) would be meeting on September 16th. The DRC would accept monetary donations only and would not be taking supply donations.

3. Deputy Mayor Anderson advised that Palm Bay did not have a roadway named after Martin Luther King Jr. He would be bringing forth an ordinance to rename a portion of Minton Road, between Malabar Road and Jupiter Boulevard. Although there were no businesses or homes in that area, it was a highly travelled roadway.

NEW BUSINESS:

1. Resolution 2019-28, providing for the renaming of West Oaks Park, located at 1161 Lamplighter Drive as, 'Lynne Manion Nungesser Park'.

The item, announced under Consent Agenda, was considered prior to Public Hearings.

***2. Resolution 2019-29, providing for a substantial amendment to the City's U.S. Department of Housing and Urban Development's (HUD) Neighborhood Stabilization Program 1 (NSP1) Action Plan.**

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

3. Ordinance 2019-56, amending the Fiscal Year 2018-2019 budget by appropriating and allocating certain monies (fourth budget amendment).

The City Attorney read the ordinance in caption only.

Bill Battin, resident, commented on the purchase of an additional mower utilizing Law Enforcement Trust Funds, as well as Transportation Impact Fee Funds being used for Malabar Road, but no monies had been spent on Gaynor Drive.

Motion by Deputy Mayor Anderson, seconded by Mr. Santiago, to approve Ordinance 2019-56. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Anderson, Yea; Councilman Santiago, Yea; Councilman Bailey, Yea; Councilman Johnson, Yea.

4. Consideration of an interlocal agreement between the City of Palm Bay, the Bayfront Community Redevelopment Agency, and Brevard County to work toward enhancing activities for road maintenance, construction and reconstruction.

Staff Recommendation: Authorize the Mayor to execute the interlocal agreement between the City of Palm Bay, the Bayfront Community Redevelopment Agency (BCRA), and Brevard County.

Bill Battin, resident, questioned why the agreement was needed. He thought U.S. Highway 1 was a County road. Mrs. Morrell clarified that it was a State road.

Motion by Mr. Santiago, seconded by Deputy Mayor Anderson, to approve the interlocal agreement.

Mr. Bailey advised that he would not be supporting the request. He felt the BCRA should be dissolved, retire the debt, and allow the funds from the Tax Increment Financing fund to go back to Brevard County and the City's General Fund.

Motion carried with members voting as follows:

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

***5. Consideration of the Sovereignty Submerged Lands Lease agreement five-year term renewal with the State of Florida for Pelican Harbor Marina located at 4220 Dixie Highway; redefining the use of the property and providing for the adjusted annual lease rate (\$4,433 annually).**

Staff Recommendation: Approve the Sovereignty Submerged Lands Lease agreement five-year term renewal with the State of Florida for Pelican Harbor Marina located at 4220 Dixie Highway in the annual amount of \$4,433 for a five-year term.

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

***6. Consideration of utilizing the Bureau of Justice, Justice Assistance Grant program funds to purchase replacement SWAT ballistic vests/helmets and a replacement traffic radar trailer for the Police Department (\$38,106).**

Staff Recommendation: Approve utilizing the Bureau of Justice, Justice Assistance Grant program funds in the amount of \$38,106 to purchase replacement SWAT ballistic vests/helmets and a replacement traffic radar trailer for the Police Department.

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

***7. Acknowledgment of Investment Performance Review Report, prepared by PFM Asset Management LLC, for the quarter ended June 30, 2019.**

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

8. Acknowledgement of the City's monthly financial report for June 2019.

Staff Recommendation: Acknowledge the report.

Bill Battin, resident, commented on the monies spent for a portion of the St. John's Heritage Parkway.

Motion by Deputy Mayor Anderson, seconded by Mr. Bailey, to acknowledge the report. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Anderson, Yea; Councilman Santiago, Yea; Councilman Bailey, Yea; Councilman Johnson, Yea.

***9. Consideration of expenditures from the Palm Bay Police Department's Law Enforcement Trust Fund (\$11,645).**

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.

***10. Consideration of travel and training for specified City employees.**

Staff Recommendation: Approve the travel and training as specified.

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

ADMINISTRATIVE AND LEGAL REPORTS:

1. Mrs. Morrell announced that, due to Hurricane Dorian, the Budget Public Hearings had been rescheduled to Wednesday, September 11, 2019, 7:00 P.M. (first Budget Public

Hearing) and Thursday, September 26, 2019, 6:00 P.M. (second Budget Public Hearing).
Council concurred.

PUBLIC COMMENTS/RESPONSES:

A resident made general comments.

ADJOURNMENT:

There being no further business, the meeting adjourned at the hour of 8:14 P.M.

ATTEST:

William Capote, MAYOR

Terri J. Lefler, DEPUTY CITY CLERK


* Identifies items considered under the heading of Consent Agenda.

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



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Lisa Morrell, City Manager 

DATE: September 19, 2019

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

The City of Palm Bay (Growth Management Department) is seeking to remove the ability to collect Fire Protection and Alarm System Permit Fees from Section 33.27 place them in Section 170.160, to be collected by the Building Division.

REQUESTING DEPARTMENT:

Growth Management

RECOMMENDATION:

Motion to approve Case T-21-2019.

Planning and Zoning Board Recommendation:

The Planning and Zoning Board meeting is scheduled for September 18, 2019. The board recommendation will be provided to City Council prior to the council meeting on the 19th.

Attachments: 1) Case T-21-2019
 2) Ordinance

LB/xs/ab



STAFF REPORT

LAND DEVELOPMENT DIVISION

120 Malabar Road SE • Palm Bay, FL 32907 • Telephone: (321) 733-3042
Landdevelopmentweb@palmbayflorida.org

Prepared by

Patrick J. Murphy, Assistant Growth Management Director

CASE NUMBER

T-21-2019

PLANNING & ZONING BOARD HEARING DATE

September 18, 2019

APPLICANT/PROPERTY OWNER

City of Palm Bay, Growth Management Department

PROPERTY LOCATION/ADDRESS

Not Applicable

SUMMARY OF REQUEST

Remove the ability to collect Fire Protection and Alarm System Permit Fees from Section 33.27 and place them in Section 170.160, to be collected by the Building Division.

Existing Zoning

Not Applicable

Existing Land Use

Not Applicable

Site Improvements

Not Applicable

Site Acreage

Not Applicable

APPLICABILITY

City Wide

COMPREHENSIVE PLAN COMPATIBILITY

Not Specifically Addressed

BACKGROUND:

A textual amendment to the Code of Ordinances, Title III, Administration, Chapter 33: Fire Department, Section 33.27; and to Title XVII, Land Development Code, Chapter 170: Construction Codes and Regulations, Section 170.160, to move the codified ability to collect Fire Protection and Alarm System Permit Fees from Section 33.27 to Section 170.160.

The applicant for this amendment is the City of Palm Bay.

Proposed language for this amendment in legislative style with additions underlined in blue and ~~deletions~~ in red strikethrough format, is attached.

ANALYSIS:

The purpose of Chapter 33 is to regulate and improve public safety by promoting the control of fire hazards; regulate the installation, use, and maintenance of equipment, the use of structures, premises, and open areas; provide for the abatement of fire hazards; establish the responsibilities and procedures for code enforcement; and set forth the standards for compliance and achievement of these objectives.

One such objective is to establish fees that ensure the necessary resources are available to perform these initiatives. Section 33.27 establishes the ability to collect permit fees for review and inspection of fire protection and alarm system installations, and to charge a fee for when work is commenced prior to issuance of a permit that is required by the Fire Prevention Code.

The function of review and inspection of fire protection and alarm systems has, historically, been performed by operational staff of the Palm Bay Fire Department. Annual inspections continue to be performed by the Fire Department however, the review and initial inspection of fire alarm systems have been completed by the Building Division staff since January of 2018.

Therefore, it is prudent to have these fees transferred from the Fire Department Code Section(s) to the applicable Building Division code section. This will enable the fees collected by Building Division staff to remain in the Building Fund (an Enterprise Fund), which is separate from the General Fund utilized by the Fire Department.

STAFF RECOMMENDATION:

Case T-21-2019 is recommend for approval.

Existing Text to be stricken from Sec. 33.27:

~~§ 33.27 FIRE PROTECTION AND ALARM SYSTEM PERMIT AND INSPECTION FEES.~~

~~Permit fees shall be paid when the application is submitted. Fees for permits and inspections for fire protection and alarm system installations shall be established by resolution.~~

~~(A) *Fire protection systems.* Work commenced before acquiring permit. Where work for which a permit is required by the fire prevention code or building code is started or proceeded with prior to obtaining the permit, the fees specified within the resolution establishing fees shall be doubled, but the payment of such double fee shall not relieve any persons from fully complying with the requirements of all applicable code and ordinance regulations of the city in the execution of the work nor from any other penalties prescribed herein.~~

~~(B) *Fire alarm systems.* Work commenced before acquiring permit. Where work for which a permit is required by the fire prevention code or building code is started or proceeded with prior to obtaining the permit, the fees specified within the resolution establishing the fees shall be doubled; but the payment of such double fee shall not relieve any persons from fully complying with the requirements of applicable code and ordinance regulations of the city in the execution of the work nor from any other penalties prescribed herein.~~

~~('74 Code, §8-59) (Ord. 93-08, passed 3-4-93; Am. Ord. 99-04, passed 2-18-99; Am. Ord. 2002-36, passed 5-16-02; Am. Ord. 2004-26, passed 5-20-04; Am. Ord. 2007-62, passed 9-6-07) Penalty, see § 10.99~~

New Text to be added as Sec. 170.160:

§ 170.160 FIRE PROTECTION AND ALARM SYSTEM PERMIT AND INSPECTION FEES.

Permit fees shall be paid when the application is submitted. Fees for permits and inspections for fire protection and alarm system installations shall be established by resolution.

(A) *Fire protection systems.* Work commenced before acquiring permit. Where work for which a permit is required by the fire prevention code or building code is started or proceeded with prior to obtaining the permit, the fees specified within the resolution establishing fees shall be doubled, but the payment of such double fee shall not relieve any persons from fully complying with the requirements of all applicable code and ordinance regulations of the city in the execution of the work nor from any other penalties prescribed herein.

(B) *Fire alarm systems.* Work commenced before acquiring permit. Where work for which a permit is required by the fire prevention code or building code is started or proceeded with prior to obtaining the permit, the fees specified within the resolution establishing the fees shall be doubled; but the payment of such double fee shall not relieve any persons from fully complying with the requirements of applicable code and ordinance regulations of the city in the execution of the work nor from any other penalties prescribed herein.

('74 Code, §8-59) (Ord. 93-08, passed 3-4-93; Am. Ord. 99-04, passed 2-18-99; Am. Ord. 2002-36, passed 5-16-02; Am. Ord. 2004-26, passed 5-20-04; Am. Ord. 2007-62, passed 9-6-07) Penalty, see § 10.99



Land Development Division
120 Malabar Road SE
Palm Bay, FL 32907
321-733-3042

Landdevelopmentweb@palmbayflorida.org

CODE TEXTUAL AMENDMENT APPLICATION

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

ORDINANCE SECTION(S) PROPOSED TO BE CHANGED:

Section 33.27 "FIRE PROTECTION AND ALARM SYSTEM PERMIT AND INSPECTION FEES" to be moved in its entirety to a new Section 170.160 "FIRE PROTECTION AND ALARM SYSTEM PERMIT AND INSPECTION FEES"

PROPOSED LANGUAGE (attach addendum if necessary):

See Attached

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

This function is now performed solely by the Building Division of the Growth Management Department and the fees are collected by and go to Building. A corresponding change in the fee schedule to move these fees from Fire Department to Growth Management Building Division will also be submitted.

THE APPLICATION FEE MUST BE SUBMITTED WITH APPLICATION TO PROCESS THIS REQUEST:

 *\$1,500.00 Application Fee. Make check payable to "City of Palm Bay."

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

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

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

Signature of Applicant Laura Bradley Date August 1, 2019

Printed Name of Applicant Laurence Bradley, Growth Management Director

Full Address Palm Bay City Hall - Growth Management Department 120 Malabar Road SE Palm Bay, FL 32907

Telephone 321-733-3042 Email Laurence.Bradley@PalmBayFlorida.org

PERSON TO BE NOTIFIED (If different from above):

Printed Name _____

Full Address _____

Telephone _____ Email _____

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

ORDINANCE 2019-57

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, TITLE III, ADMINISTRATION, CHAPTER 33, FIRE DEPARTMENT, SUBCHAPTER 'FIRE PREVENTION; GENERAL PROVISIONS', BY REMOVING SECTION 33.27, FIRE PROTECTION AND ALARM SYSTEM PERMIT AND INSPECTION FEES; 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 III, Administration, Chapter 33, Fire Department, Subchapter 'Fire Prevention; General Provisions', Section 33.27, Fire Protection and Alarm System Permit and Inspection Fees, is hereby repealed in its entirety:

"Section 33.27 FIRE PROTECTION AND ALARM SYSTEM PERMIT AND INSPECTION FEES.

Permit fees shall be paid when the application is submitted. Fees for permits and inspections for fire protection and alarm system installations shall be established by resolution.

(A) *Fire protection systems.* Work commenced before acquiring permit. Where work for which a permit is required by the fire prevention code or building code is started or proceeded with prior to obtaining the permit, the fees specified within the resolution establishing fees shall be doubled, but the payment of such double fee shall not relieve any persons from fully complying with the requirements of all applicable code and ordinance regulations of the city in the execution of the work nor from any other penalties prescribed herein.

(B) *Fire alarm systems.* Work commenced before acquiring permit. Where work for which a permit is required by the fire prevention code or building code is started or proceeded with prior to obtaining the permit, the fees specified within the resolution establishing the fees shall be doubled; but the payment of such double fee shall not relieve any persons from fully complying with the requirements of applicable code and ordinance regulations of the city in the execution of the work nor from any other penalties prescribed herein."

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

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

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

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

Read in title only at Meeting No. 2019- , held on , 2019; and read in title only and duly enacted at Meeting No. 2019- , held on , 2019.

William Capote, MAYOR

ATTEST:

Terese M. Jones, CITY CLERK

Reviewed by CAO: _____

City of Palm Bay, Florida
Ordinance 2019-57
Page 3 of 3

Applicant: City of Palm Bay
Case No.: T-21-2019

cc: (date) Case File

ORDINANCE 2019-58

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, TITLE XVII, LAND DEVELOPMENT CODE, CHAPTER 170, CONSTRUCTION CODES AND REGULATIONS, BY INCLUDING SECTION 170.160, FIRE PROTECTION AND ALARM SYSTEM PERMIT AND INSPECTION FEES; PROVIDING FOR THE REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR INCLUSION IN THE CITY OF PALM BAY CODE OF ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. The City of Palm Bay Code of Ordinances, Title XVII, Land Development Code, Chapter 170, Construction Codes and Regulations, is hereby amended by including as Section 170.160 the following language:

“Section 170.160 FIRE PROTECTION AND ALARM SYSTEM PERMIT AND INSPECTION FEES.

Permit fees shall be paid when the application is submitted. Fees for permits and inspections for fire protection and alarm system installations shall be established by resolution.

(A) *Fire protection systems.* Work commenced before acquiring permit. Where work for which a permit is required by the fire prevention code or building code is started or proceeded with prior to obtaining the permit, the fees specified within the resolution establishing fees shall be doubled, but the payment of such double fee shall not relieve any persons from fully complying with the requirements of all applicable code and ordinance regulations of the city in the execution of the work nor from any other penalties prescribed herein.

(B) *Fire alarm systems.* Work commenced before acquiring permit. Where work for which a permit is required by the fire prevention code or building code is started or proceeded with prior to obtaining the permit, the fees specified within the resolution establishing the fees shall be doubled; but the payment of such double fee shall not relieve any persons from fully complying with the requirements of applicable code and ordinance regulations of the city in the execution of the work nor from any other penalties prescribed herein.”

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

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

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

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

Read in title only at Meeting No. 2019- , held on , 2019; and read in title only and duly enacted at Meeting No. 2019- , held on , 2019.

William Capote, MAYOR

ATTEST:

Terese M. Jones, CITY CLERK

Reviewed by CAO: _____


Applicant: City of Palm Bay
Case No.: T-21-2019

cc: (date) Case File



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Lisa Morrell, City Manager 

DATE: September 19, 2019

RE: Utilization of State of Florida Term Contract for Purchasing Card Services #84121500-15-01 and Approval of Eligible User Agreement

The City's purchasing card program provides an efficient and effective method for making small purchases of supplies and services and paying for travel. All City P-Card holders are approved by their department director, the Chief Procurement Officer, and trained by the Procurement Department's P-Card Administrator. This program reduces the number of transactions processed by the Finance and Procurement Departments utilizing petty cash, purchase orders and check requisitions. Most purchases are less than \$2,500 per transaction.

Bank of America is the City's Purchasing Card (P-Card) Services contracted provider, providing services for both City-issued Visa and Master Cards. The City currently utilizes Bank of America as part of a consortium of agencies under Hillsborough County Contract S-001-09(JSW). As part of this contract, the City receives a rebate on its P-Card spend through basis points. The current contract expires on September 30, 2019. Hillsborough County did not conduct a new solicitation. Staff is recommending the City switch to the State of Florida Term Contract entitled "Purchasing Card Services," contract #84121500-15-01. In Fiscal Year 2018, our P-Card spend was approximately \$9 million which qualified for a rebate of 160 basis points, assuming a 30-day cycle period and 7-day grace period. The State of Florida contract for the same spend and parameters is also 160 basis points. In order to participate in the state term contract, the City must enter into an Eligible User Agreement with Bank of America. This agreement has been vetted by the City Attorney's Office.

In accordance with the City's Code of Ordinance, Section 38.12(F)(4) Cooperative Purchases: The City may purchase from any cooperative contract, including but not limited to: term contracts by the State of Florida, Federal General Services Administration, and other governmental cooperatives and

September 19, 2019

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entities within and outside the State of Florida provided that the cooperative contract is established in compliance with the procurement procedures and requirements of the issuing body, entity, authority, or cooperative. If such other governmental or cooperative contract is utilized, the public notice requirements and the need to utilize the methods of selection processes included in this Ordinance are obviated. The ability to utilize cooperative contracts shall not be restricted by nonparticipation in the estimated quantities of the City's needs, nor inaccurate estimates of usage by the City prior to award of the cooperative contract. The City may utilize (piggyback) a contract entered into by another governmental or public entity and a provider of supplies or services required by the City, if the Chief Procurement Officer determines that it is practicable and advantageous for the City to employ this method of purchase, and such contracts specify that they are cooperative procurements at the time of solicitation. Any such contracts equal to or in excess of \$100,000 shall go to the City Council for approval.

REQUESTING DEPARTMENTS:

Procurement Department, Finance Department

FISCAL IMPACT:

This is a revenue generating contract which varies. The rebate amount depends on the amount of spend, number of days in the billing cycle, number of days in the grace period, and the amount of Large Ticket items (LT), which are lower rebate amounts LT vendors negotiate directly with Bank of America. In Fiscal Year 2018, the City received \$95,024.44 in rebate dollars. If this action is approved, the City will receive two rebate checks in FY 2020: one from the existing Hillsborough Contract, period October 1, 2018 through September 30, 2019; and one from the State contract period (which runs by calendar year), October 1, 2019 through December 31, 2019.

RECOMMENDATION:

Motion to approve utilization of State of Florida Term Contract for Purchasing Card Services #84121500-15-01, which is effective until January 4, 2021; motion to approve the renewal term, if exercised by the State, for up to an additional five years; and motion for Chief Procurement Officer to execute the Approval of Eligible User Agreement.

Attachment: 1) State of Florida Purchase Card Program Eligible User Agreement
(available upon request)

State of Florida Purchasing Card Program Eligible User Agreement

In accordance with State Term Contract No. 84121500-15-01

The State of Florida Department of Management Services (“Department” or “DMS”) has agreed that State Agencies and local government entities in the State of Florida (each an “Eligible User”) may utilize the purchasing card program of the State of Florida (“Purchasing Card Program”) as the basis for establishing a purchasing card program with an Eligible User.

This Eligible User Agreement (the “Agreement”) is entered into by (the “Eligible User”) and Bank of America (the “Contractor”) as of the date last signed by the parties (the “Effective Date”). By signing this Agreement, the Eligible User requests, and the Contractor agrees to provide to the Eligible User, the corporate purchasing card services set forth in State Term Contract number 84121500-15-01. Incorporated documents do not negate the provision of the Contract. Any product, service or maintenance provisions that do not comply with Florida law or require an Eligible User to indemnify the Contractor are invalid. The Eligible User and the Contractor agree as follows:

- A. All defined terms in the Contract apply to this Eligible User Agreement.
- B. By signing this Eligible User Agreement, the Eligible User and the Contractor agree to be bound by the terms of this Eligible User Agreement and the Contract in the performance of their obligations. By signing below, the Eligible User represents that a copy of the Contract has been provided or made available to it.
- C. With regard to Eligible User participation, the following applies:

1. Eligible User Warranties.

The Eligible User represents and warrants to the Contractor that:

- 1.1 it is an Eligible User, as defined under the Contract;
- 1.2 it is contracting for purchasing card services with the Contractor, and its performance of its obligations under this Agreement and the Contract will not violate any law, regulation, judgment, decree or order applicable to it; and
- 1.3 it desires to utilize the Purchasing Card Program (“Program”) of the Department as the basis for establishing a purchasing card program.

The Eligible User acknowledges and agrees that, notwithstanding anything to the contrary in the Contract, the Contractor will provide the Department and DFS with access to the following information: (i) Eligible User’s name and agreement to the provisions of the Contract and the Agreement; (ii) data related to the Eligible User’s Cardholder Transactions and use of the purchasing card program; and (iii) amount of rebate paid by the Contractor to the Eligible User under the Program.

2. Contractor's Obligations.

2.1 Card Accounts. The Contractor will open Card Accounts, upon the Eligible User's request, which Cardholders may use to conduct Transactions for the Eligible User's business. All Transactions made on a Card Account are considered authorized by the Eligible User unless the Contractor receives, and has had a reasonable period of time to act upon, written notice from the Eligible User that the Cardholder is no longer authorized to use the Card or the Card Account.

At the Eligible User's request, the Contractor may also establish a Cardless Account. If an OEU so requests, the Contractor will provide to the Cardholder, at the address the OEU specifies, a Billing Statement reflecting the Cardholder's use of the relevant Card Account.

2.2 External Fraud. The Contractor will assume the financial liability for all external fraud if the Eligible User or Cardholder has not authorized or participated in the specific Transaction. If there is internal fraud or collusion, the Contractor will deliver misuse insurance provided by the card network to help the Eligible User with recovery from card networks.

3. Eligible User's Obligations.

3.1 The Eligible User shall use each Card Account solely for business purposes, and shall pay according to section 13, Exhibit C, Special Contract Conditions, for each Transaction, regardless of its purpose or whether the Eligible User signed a sales draft or received a receipt.

3.2 The Eligible User represents and warrants to the Contractor that each Cardholder is a current employee, or for OEU's, an employee or agent of the OEU. If a Cardholder ceases to be the Eligible User's employee or agent, the Eligible User must provide notice as soon as practicable and destroy or return to the Contractor as soon as practicable the Card allocated to that Cardholder.

3.3 The Eligible User will promptly furnish such financial and other information as the Contractor requests for the purpose of reviewing the Eligible User's ability to perform the Eligible User's obligations to the Contractor. Notwithstanding the foregoing, the financial information for State Agencies is located at:

http://www.myfloridacfo.com/aadir/statewide_financial_reporting/index.htm. The Eligible User represents and warrants that all information about the Eligible User, its employees, and agents is accurate and sufficiently complete to give the Contractor accurate knowledge of the Eligible User's financial condition.

3.4 The Eligible User and each Cardholder will check to ensure that the information on each new Card is correct, and the Eligible User will contact the Contractor if there is an error.

3.5 The Statewide Purchasing Card Administrator or OEU Eligible User must give Contractor prompt written notice of any addition, deletion or change of its Purchasing Card Administrator.

3.6 The Eligible User is responsible for maintaining the security of its data outside the Contractor's or Contractor's vendors' systems. The Contractor is responsible for maintaining the security of the Eligible User's data on the Contractor's or Contractor's vendors' systems.

3.7 Compliance with Law. The Eligible User must comply, and ensure that its Cardholders and Transactions comply with all laws to which the Eligible User, the Cardholder or the Transaction may be subject, including all AML/Sanctions Laws. The Eligible User must provide all notifications or information necessary to allow the Contractor to comply with obligations under any AML/Sanctions Laws, including (if necessary) providing any information required to establish and verify the identity and background of any Cardholder. The Eligible User represents and warrants to the Contractor that the performance of its obligations will not violate any law or facilitate illegal transactions.

3.8 OFAC Covenant. The Eligible User covenants that it will not use or permit any Cardholder to use, any Card, Cardless Account, Cash Advance or Convenience Check to transact, lend, contribute, or otherwise make available funds to any Subsidiary, joint venture partner or other individual or entity ("Person"), to fund any disallowed activities of or business with any Person, in Cuba, Iran, North Korea, Sudan, Syria, or in any country or territory, that, at the time of such funding, is the subject of any Sanctions, or in any other manner that will result in a violation by any person (including any person participating in the transaction, whether as advisor, investor or otherwise) of Sanctions.

3.9 Credit Limit. The Contractor will establish one total credit limit for all Card Accounts issued to the Eligible User and all of its Cardholders. The Eligible User shall determine an individual credit limit for each Cardholder Account which is part of any of its Card Accounts issued to the Eligible User and all of its Cardholders. The individual credit limits for each Cardholder Account, when aggregated, may exceed the total credit limit for all Card Accounts issued to the Eligible User and all of its Cardholders. However, this will not increase the total credit limit. Upon the Eligible User's request and if approved by the Contractor, the Contractor may increase the total credit limit or any individual limit. The Contractor may decrease the total credit limit or any individual limit in its reasonable discretion with notification to the Eligible User as soon as practicable, but in no event later than the same date as the decrease.

3.10 Transactions Exceeding the Credit Limit. The Eligible User agrees not to incur obligations which would cause the total credit limit for all Card Accounts to be exceeded. The Contractor will make available online tools and standard reporting to monitor cardholder activity. If the Eligible User exceeds the total credit limit for all Card Accounts, the Contractor may refuse any Transactions on all Card Accounts. The Contractor also may require the entire balance owing on the most recent Billing Statement to be immediately due and payable before further use of Card Accounts. If the Eligible User's individual Card limit is exceeded and that individual Cardholder Account is individually billed, the Contractor may (i) refuse any Transactions applicable to that Cardholder Account until a payment is made to reduce the balance below the individual Cardholder's credit limit or until the Eligible User increases that Cardholder's credit limit; and (ii) charge the Eligible User a fee as set in the Schedule of Charges in Exhibit A-1 (attached hereto).

3.11 Currency Conversion. If an Eligible User or its Cardholders make a Transaction in currency other than U.S. dollars, Visa or MasterCard will convert the charge or credit into a U.S. dollar amount. The conversion rate on the processing date may differ from the rate on the date of your Transaction. The exchange rate used by Visa will either be (i) a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may differ from the rate Visa receives, or (ii) the government-mandated rate in effect for the central processing date. MasterCard will use an exchange rate of either (i) a wholesale market rate or (ii) a government-mandated rate.

3.12 International Transaction Fee. The Contractor may add a fee to the U.S. dollar amount of any Transaction that is made in a foreign currency (the "International Transaction Fee"). The International Transaction Fee is set in the Schedule of Charges in Exhibit G (as defined in State Term Contract number 84121500-15-01) and Exhibit A -1 (attached hereto).

4. Disputes with Merchants and Suppliers.

4.1 Disputes with Merchants and Suppliers. The Contractor will have no liability for goods or services purchased with, or for a Merchant's or Supplier's failure to honor purchases made with a Card Account. If the Eligible User has any questions, problems or disputes concerning the quality of any goods or services purchased using a Card Account or Card, a purchase price discrepancy, warranty or other performance issues or any other purchase matter, the Eligible User must contact the Merchant or Supplier directly. The Eligible User may not rely on any claim or dispute concerning the purchase of goods or services using a Card Account or Card as a reason to avoid the Eligible User's payment obligations under the Contract. Notwithstanding the foregoing, when the Contractor processes any request for a Transaction refund through a card network on the Eligible User's behalf, which for the avoidance of doubt shall be processed in accordance with the operating rules and regulations of such card network, the Eligible User agrees that, in a dispute with a Merchant or Supplier, the Contractor will be subrogated to the Eligible User's rights and each Cardholder's rights against the Merchant or Supplier and the Eligible User will assign (and cause the Cardholder to assign) to the Contractor the right to assert a billing error against the Merchant or Supplier. The Eligible User will, and will cause the Cardholder to, do whatever is necessary to enable the Contractor to exercise those rights. The Contractor may reverse from any Card Account any Transactions relating to the dispute.

4.2 Authorization for Transactions. A Merchant or Supplier may seek prior authorization from the Contractor before completing a Transaction. If the Eligible User advises the Contractor in writing that the Eligible User desires to restrict Transactions to Merchants falling within certain categories the Contractor designates, to the extent consistent with the Statement of Work and the Contract, the Contractor will take reasonable steps to prevent authorization of Transactions from other types of Merchants. The Contractor, however, will not be liable to the Eligible User if Merchants or suppliers nonetheless accept a Card for other types of Transactions, or if authorization for a Transaction is not given. The Contractor may also refrain from authorizing a Transaction for any reason in the Contractor's reasonable discretion.

4.3 Forms of Consent. If a Transaction is made using a Card or a Card Account number, the Eligible User needs to consent to the Transaction (whether by a Cardholder giving consent or otherwise) so that the Contractor can make sure that it is genuine. A Transaction can be consented to by:

- i. using a Card with the relevant card PIN or a signature;
- ii. using the account number and other details requested;
- iii. presenting a Card to the supplier's terminal if the Transaction is made using contactless technology; or
- iv. such other means as the Department and the Contractor may from time to time agree.

The Contractor may deem Transactions which have not been consented to in one of the above manners to be unauthorized and the Contractor may decline to process such Transactions. This is in addition to any other rights the Contractor has to decline Transactions according to Eligible User Agreement Sections 4, 5.1, or 5.2 (disputes, authorizations and Unauthorized Use).

5. Lost or Stolen Cards; Unauthorized Use.

5.1 Authorization Denials. The Contractor may refrain from authorizing any Transaction:

- i. if the Contractor suspects that the Transaction is or might be fraudulent or unlawful or for the purpose of any fraudulent or unlawful activity;
- ii. if the Contractor suspects that the Transaction constitutes or might constitute Unauthorized Use as defined in Section (3)(yyy), Exhibit A, Definitions; or
- iii. if to authorize that Transaction would cause the Contractor to breach any law (including any AML/Sanctions Laws by which the Contractor must abide).

5.2 Failure to Authorize. Subject to applicable law, the Contractor will not be liable to the Eligible User if the Contractor fails to authorize or declines any Transaction for any reason. If a Transaction is not authorized or declined, the Eligible User may seek, and the Contractor will provide, reasonable assistance in investigating and resolving the declined or unauthorized Transaction.

5.3 Reporting a Loss, Theft or Unauthorized Use; Assisting with Investigations. In the event of a possible loss or theft of a card, or Card Account or possible Unauthorized Use, the Eligible User will give the Contractor notice as provided in section 10.6, Exhibit D, Statement of Work, or using the Solution. The Eligible User agrees to give the Contractor this notice as soon as reasonable after discovery of the known or suspected loss or theft or Unauthorized Use. If notice is provided and the Eligible User assists the Contractor in investigating the loss, theft or possible Unauthorized Use, then the Eligible User will not be liable for Transactions resulting from Unauthorized Use. If the Contractor has issued fewer than ten Card Accounts to the Eligible User, the Eligible User's liability for Transactions by a person who does not have actual, implied or apparent authority to use the Card, or Card Account and whose use does not result in a direct or indirect benefit to the Eligible User, will not exceed \$50 on each Card.

6. License to Use the Eligible User's Marks.

Upon the Eligible User's request, the Contractor may place the Eligible User's trademark, trade name, service mark and/or designs ("Eligible User's Marks") on the Cards consistent with section 10, Exhibit D, Statement of Work. The Eligible User will provide the graphics to the Contractor in sufficient time to allow for review and approval by the Contractor and, if necessary, the respective card network. The Eligible User or the State, as applicable, grants to the Contractor a non-exclusive license to use, during the term of the service, Eligible User's Marks on the Cards.

7. Convenience Checks.

In the event the Contractor provides Convenience Checks with regard to an OEU Card Account, the Convenience Checks may not be used to make payment on the Card Account. The Contractor may pay a Convenience Check and post its amount to the Card Account regardless of any restriction on payment, including a Convenience Check that is post-dated, that states it is void after a certain date or that states a maximum or minimum amount for which it may be written. Once paid, Convenience Checks will not be returned to the OEU or the Cardholder.

If an OEU wishes to stop payment on a Convenience Check, it must call the Contractor at the customer service number shown on the Billing Statement and provide such information as the Contractor requests or is required under the relevant User Documentation. The Contractor will stop payment if the request is received on or before the Business Day on which the Contractor would otherwise pay the Convenience Check. The date on which the Contractor would pay a Convenience Check may be prior to the date it would post to the Card Account. A stop payment order will remain in effect for up to six months.

8. Cardless Accounts: Accounts not in Name of Individual.

The Contractor may establish a Cardless Account or establish a Card Account with a designation which is not an actual individual, including, without limitation, designation of a vehicle identification number, license number, department name or "Authorized Representative" on the Card Account if requested by the Eligible User. The Eligible User may provide the number associated with the Cardless Account to its Cardholders. The Eligible User agrees to be solely responsible for the use of any such Cardless Account or Card Account, including, without limitation, any Unauthorized Use. The Contractor will however assist the Eligible User with any disputed transaction as described in Section 4.

9. Statements and Payment.

For Eligible Users see section 13, Exhibit C, Special Contract Conditions. For OEUs, see Sections 9.1 – 9.5.

9.1 Issue of statements. The Contractor will provide to the Card Administrator, or other person the OEU designates in writing, a Billing Statement which will identify each Transaction posted during the billing cycle and the date of the Transaction. The Billing Statement will also list any applicable fees and charges for a Service. If the OEU has requested a Card Account for travel and entertainment Transactions, the Contractor will provide, upon the OEU's request, an additional copy of the Billing Statement covering such use of the relevant Card Account to the appropriate Cardholder at the address which the OEU or the Cardholder provides to the

Contractor. The OEU agrees that the Contractor may provide Billing Statements or make Billing Statements available by electronic means, including by way of electronic mail or a Website.

9.2 Review of statements. On the OEU's receipt of a Billing Statement, the OEU must review it and notify the Contractor by telephone (using the appropriate telephone number set out in the Billing Statement), electronic mail, or other method that may be agreed upon by the parties of any Transaction appearing on that statement which the OEU considers may have resulted from any Unauthorized Use. The OEU must give this notice as soon as practicable but in any event not later than 60 days after the OEU receives the Billing Statement. If the OEU opts to have individual statements sent to individual Cardholders, the OEU must ensure that each relevant Cardholder complies with the provisions of this Section 9.2. Subject to the requirements of any applicable laws, if the OEU does not (or if a relevant Cardholder does not) give the Contractor notice in accordance with this Section 9.2, the Contractor may not be liable to refund any amounts relating to that Transaction.

9.3 Payment of statement amount. The OEU will pay, or ensure that the relevant Cardholder pays on the OEU's behalf, to the Contractor the total amount shown as due on each Billing Statement on or before the Payment Due Date shown on the statement. If the Contractor does not receive payment in full by the specified due date, in addition to its other rights, the Contractor may assess a late fee and finance charge as set in the Schedule of Charges for the OEU in Exhibit A -1 (attached hereto). The OEU has no right to defer any payment due on any Card Account. For the avoidance of doubt, if individual billing applies, the Contractor will collect from the OEU for any amount due which is not paid by a Cardholder.

9.4 Service fees. The OEU will pay the Contractor for a Service set in the Schedule of Charges in Exhibit A -1 (attached hereto).

9.5 Account identification. If an OEU or any Cardholder makes any payment to the Contractor in connection with a Card Account, it must, or ensure that the Cardholder must, at the same time provide the Contractor with either the account number or the Card number. The Contractor shall not be liable for any delay in crediting any such payment or recording any Transaction, where this information is not provided to the Contractor in accordance with this Section 9.5.

10. Termination.

10.1 All terminations are contingent on written notice. The following events may be the basis for termination for default:

10.1.1 If an Eligible User fails to pay when due undisputed charges totaling at least two months' charges under the Contract and fails to make such payment within fifteen (15) days after receipt of written notice of non-payment from the Contractor referencing this section, and stating that the Contractor intends to terminate the Eligible User Agreement for nonpayment, then the Contractor may terminate the Agreement as of the date specified by the Contractor in a separate written notice of termination. This notice is contingent on prior completion of a dispute resolution process between the parties.

10.1.2 If an Eligible User fails to comply with any material law or regulation controlling its operation, including AML or Sanctions Law, the Contractor has the right to file a notice of termination immediately, which notice shall specify the asserted non-compliance and attach supporting evidence.

10.1.3 If an Eligible User materially breaches any of the terms and conditions of this Agreement, and does not cure or commence a cure of the breach within 30 days of written notice, then the Contractor has the right to file an immediate notice of termination contingent on prior completion of a dispute resolution process between the parties.

10.2. If an Eligible User experiences a material adverse change in the Eligible User's financial condition and the Eligible User's ability to perform its obligations under the terms of the Eligible User Agreement are negatively impacted, then the Contractor may terminate the specific Eligible User Agreement after providing written notice referencing this section and stating that the Contractor intends to terminate the Eligible User Agreement as of a date specified in the notice of termination. This notice is contingent on prior completion of a dispute resolution process between the parties.

10.3 Upon any termination of an Eligible User Agreement, the Eligible User will immediately destroy, and will instruct all Cardholders to immediately destroy, all Cards. The Eligible User's responsibility to pay for all undisputed Transactions regarding each Card Account will continue until the Eligible User notifies the Contractor to close the Card Account or until the Eligible User pays for all Transactions entered into before the Contractor closes the Card Account to future use, whichever occurs later. The Contractor and the Eligible User shall settle all outstanding liabilities and all claims arising out of such termination. After termination, the Eligible User and all Cardholders will make no new Transactions on any Card Account. If, however, the Eligible User makes such Transactions, the Eligible User will be liable for each of them. These obligations will continue after a service the Eligible User is using has been terminated.

11. Receipts Imaging Service.

The OEU may elect to use the Contractor's receipts imaging service whereby the OEU will send copies of its transaction receipts, and the Contractor will electronically store those receipts (the "receipts imaging service"). It is the OEU's obligation to send the Contractor legible copies of transaction receipts. The OEU acknowledges and agrees that the Contractor will not review the transaction receipts and that the OEU is responsible for retaining the original receipts. The Contractor will not be liable for damages if the images are illegible or blank or for failure to provide copies by a given time or for failure to provide copies the Contractor is not reasonably able to provide. Images will be made available to the OEU by website at such times as may be set forth in the applicable User Documentation or as otherwise established by the Contractor. There is no charge for this service.

12. Notices.

Any notice required or permitted to be given under this Eligible User Agreement or the Contract from one party to the other will be in writing and will be given and deemed to have been given when actually received, if hand delivered, delivered by telephonic facsimile transmission equipment and confirmed by telephone, with and original mailed or hand-delivered thereafter or

mailed by certified or registered mail with postage prepaid to the Party or their successor at the address specified as follows:

i. Eligible User: _____

ii. Contractor: Bank of America
P.O. Box 28
Norfolk, VA 23510

For overnight delivery send to:
Bank of America
Commercial Card: Floor 11
3 Commercial Place
Norfolk, VA 23510

Routine notices given by Contractor to the Eligible User, such as transaction details, changes in terms required by systems updates or payment card network changes and any reasonable notice required by the Contractor's licenses or schedules, may be delivered by electronic mail to the address provided by the Eligible User. Either party may change the address to which notices are to be delivered by giving to the other party not less than ten (10) Business Days prior written notice thereof.

13. Information Security/Data Protection.

Data Security requirements are described in section 7, Exhibit C, Special Contract Conditions. The following are policies of the Contractor:

13.1 Overall Data Security Regulations. As a financial institution, the Contractor is required to comply with the information security standards of, as applicable, the Gramm Leach Bliley Act and the regulations issued thereunder the Fair and Accurate Credit Transactions Act and the regulations issued thereunder; the Federal Financial Institutions Examination Council (FFIEC) criteria; the Interagency Guidance on Response Programs for Unauthorized Access to Customer Information and Customer Notice; the US Securities and Exchange Commission; FINRA; the NASD; and other federal statutory, national and international legal and regulatory requirements. The Contractor is evaluated regularly for compliance with these obligations by various US and international regulators, including, the US Office of the Comptroller of the Currency, as applicable.

13.2 Security and Confidentiality. The Contractor maintains an information security policy that: contains appropriate administrative, technical, and physical safeguards designed to protect against Information Security Events; conforms as required to the requirements of applicable data protection laws; and sets forth policies and procedures that are consistent with, to the extent applicable to the Services, PCI DSS standards, the card networks' rules and regulations; and Financial Services Industry Best Practices.

13.3 Organizational Security. All information is stored in the United States for programs in the United States and Canada.

13.4 Human Resources Security. The Contractor takes reasonable steps to ensure that its Workforce is aware of their obligations in the provision of the Services and applicable data protection laws, including that any unauthorized processing or disclosure of the Personal Data may lead to disciplinary action under their contract of employment or other contractual arrangements. Prior to receiving access to Personal Data, the Workforce and any Extended Workforce will receive appropriate security awareness training and recurring security awareness training at appropriate intervals. The access rights of the Contractor's Workforce with access to the Contractor's Information Processing System(s) or media containing Personal Data are removed upon termination of their employment, contract or agreement, or adjusted upon change of job function.

13.5 Physical and Environmental Security. Contractor protects all areas that contain Information Processing System(s) or media containing Personal Data by the use of security controls deemed appropriate by the Contractor.

13.6 Information Security Event Management. The Contractor maintains an incident response plan that addresses handling of Information Security Events. In accordance with such incident response plan, the Contractor will:

Provide Eligible User prompt, but in no event later than two (2) Business Days of becoming aware thereof, notice of any Information Security Event documented and verified by the Contractor as part of its standard incident response process that involves, or which the Contractor reasonably believes involves, the unauthorized access, use or disclosure of Eligible User's Personal Data.

Such notice shall, to the extent the Contractor is legally allowed, summarize in reasonable detail the Information Security Event and the corrective action taken or to be taken by the Contractor, if known at that time. The Contractor will promptly take all corrective action deemed necessary or appropriate by the Contractor at no additional charge to the Eligible User.

13.7 Security Assessments. The Contractor permits the Eligible User's representatives to perform one annual on-site or written assessment of the security controls used at the Contractor's data processing and business facilities. Also such assessment may be requested after an Information Security Event. Such assessments will be performed during regular business hours, at a date and time agreed to by both Parties, and will not require access to Information Processing System(s). Such assessments will be subject to the Contractor's security policies, procedures, and restrictions, including restrictions on access to data centers, the ability to perform hands-on testing, and copying of certain materials.

The Contractor scans internal and external facing Information Processing System(s) with applicable industry standard security vulnerability scanning software (including network, server,

application and database scanning tools) at a minimum once per month and perform mitigations that the Contractor deems appropriate to address issues identified.

The Contractor performs a comprehensive application penetration test and security evaluation of all websites used to store, access, or process Personal Data prior to use and at least annually thereafter.

IN WITNESS WHEREOF, the parties hereby execute this Eligible User Agreement as of the Effective Date.

Bank of America, N.A.

Eligible User

Signature:

Name:

Title:

Date:

Signature:

Name:

Jeri Winkleblack

Title:

Vice President

Date:

Schedule of Fees, Charges and Rebates

Other Eligible Users

Please Note: Section III under “Rebate Calculation and Payment:” the equation formula, the Standard Transactions Rebate Multiplier Table and the Large Ticket / Partner Program Transactions Rebate Multiplier Table are confidential trade secret information.

EXHIBIT A-1

I. GENERAL PRODUCT FEES AND CHARGES

General Fees	
Annual Card Fee	Waived
Logo Fee:	Fee Waived
Unique Custom Design Fee	As quoted
Return Payment Fee	Waived
International Transaction Fee	1.5% of USD amount*
Expedited Card Delivery Fee	<ul style="list-style-type: none"> ➤ U.S. Mail/Bulk Mail (Default)=No Fee ➤ Overnight=\$35.00
Overlimit Fee	Waived
Corporate Billed Fees	
Late Fee (assessed 3 days after cycle date when account is past due) (Assessed as a % of the past due amount for the current month's charges and any unpaid balances)	Pursuant to Section 218.70-218.80, Florida Statutes
Cash Advance Fee	2.5% of transaction amt (\$5 min/no max)
Individual Billed Fees	
Late Fee (assessed 3 days after due date when account is past due)	Pursuant to Section 218.70-218.80, Florida Statutes
Cash Advance Fee	2.5% of transaction amt (\$5 min/no max)

If you make a transaction in currency other than U.S. dollars, Visa or MasterCard will convert the charge or credit into a U.S. dollar amount. The conversion rate on the processing date may differ from the rate on the date of your transaction.

The exchange rate used by Visa will either be (i) a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may differ from the rate Visa receives, or (ii) the government-mandated rate in effect for the central processing date. MasterCard will use an exchange rate of either (i) a wholesale market rate or (ii) a government-mandated rate. We may add a 2% fee to the U.S. dollar amount of any transaction that is made in foreign currency or that is made outside the United States even if you pay in U.S. dollars (the "International Transaction Fee").

II. ELECTRONIC PRODUCTS SCHEDULE OF FEES AND CHARGES

Reporting and Data	
Works	Fee Waived
Payment Center	Fee Waived
Data File Feeds To Customers / Third Parties:	
<ul style="list-style-type: none"> • Statement Billing File • EDI 811 • Visa Commercial Format (VCF) • MC Commercial Data Format (CDF) • 1099 & Socioeconomic Reporting 	Fee Waived
Visa Intellilink - OPTIONAL	\$4,166

END OF SCHEDULES I AND II

III. US SCHEDULE OF REBATES

(Cycle and Grace Days)

REBATE DEFINITIONS

Capitalized terms, which are not defined in this Section III have the meanings ascribed in the applicable Card Agreement.

“Calculation Period” means the twelve (12) month period commencing on the first day of the month after Bank receives a fully executed original of the Agreement and thereafter, each subsequent twelve (12) month period.

“Credit Losses” means any balances which remain unpaid by Other Eligible User, Participant or a Cardholder six (6) billing periods after the closing date on the Billing Statement in which the Transactions, fees and charges appeared for the reporting period.

“Cycle Days” means the number of days from the start of the billing period to the Billing Statement date.

“Grace Days” means the number of days after the Billing Statement closing date within which payment is due.

“Large Ticket Interchange (LTI) Transactions” means certain transactions which, based upon the type of merchant and/or transaction dollar amount, are subject to a Visa or MasterCard large ticket interchange program, as determined by and amended by Visa and MasterCard from time to time.

“Rebate Multiplier” means the multiplier corresponding to the Standard Transactions volume, Cycle Days and Grace Days as set forth in the Standard Transactions Rebate Multiplier Table below.

“Standard Transactions” means the Transaction Volume not meeting the criteria for Large Ticket Interchange Transactions.

“Total Credit Losses” means, for any Calculation Period, the sum of (i) Bank’s Credit Losses on the Card Accounts for the Calculation Period and (ii) Bank’s Credit Losses on the Card Accounts for any previous Calculation Period which have not been applied against any rebate payable under the Agreement.

“Transaction Volume” means, for any Calculation Period, the total dollar amount of purchase Transactions made with the Cards during the Calculation Period, less the total dollar amount of: returned purchases, credit adjustments, Transactions resulting from Unauthorized Use, and disputed charges. Cash advances and Convenience Checks are not included in Transaction Volume.

REBATE CONDITIONS

During the Calculation Period, the program must meet all of the following conditions in order to qualify for a rebate:

- i. Other Eligible User and Participant pay Bank the total amount of the new balance shown as due on each Billing Statement on or before the Payment Due Date; and
- ii. Other Eligible User and Participant complied with terms in this Agreement; and
- iii. Calculation Period Transaction Volume meets the minimum volume requirement as set out in the Standard Transactions Rebate Multiplier Table; and
- iv. The Agreement has not been terminated by either party prior to the completion of a rebate calculation period.
- v. The four conditions above, together being the “Rebate Conditions”.

EXHIBIT A-1

Please Note: Section III under “Rebate Calculation and Payment:” the equation formula, the Standard Transactions Rebate Multiplier Table and the Large Ticket / Partner Program Transactions Rebate Multiplier Table are confidential trade secret information.

REBATE CALCULATION AND PAYMENT

In the event that all of the above Rebate Conditions are met with respect to the Calculation Period, Bank will pay a rebate to Other Eligible User, which shall be calculated at the end of the Calculation Period in accordance with the Standard Transactions Rebate Multiplier Table and using the following equation:

$$((\text{Transaction Volume for Standard Transactions} \times \text{Standard Transactions Rebate Multiplier}) + (\text{Transaction Volume for Large Ticket} + \text{Transaction Volume for Partner Programs}) \times \text{Large Ticket and Partner Program Rebate Multiplier}) - \text{Total Credit Losses}$$

The Standard Transactions rebate multiplier will be determined based on the Calculation Period cumulative total of all Standard Transactions volume.

Payment of any rebate will be made by ACH credit or other means determined by Bank, within ninety (90) days following the end of the Calculation Period.

Should one or more of the above Rebate Conditions not be met, Bank will be under no obligation to pay any rebate, although Bank may, in its sole discretion, determine to pay a rebate in an amount determined by Bank. Bank’s payment of a rebate in such circumstance will in no way obligate Bank to pay a rebate with respect to any subsequent Calculation Period.

Florida Other Eligible User (OEU)		Cycle days	7	14	14	30	30	30	30	30
Annual US Volume Tiers		Grace days	3	3	7	3	7	14	20	25
Excludes Large Ticket and Partner Program Transactions			REBATE BASIS POINTS							
0	\$999,999		0	0	0	0	0	0	0	0
\$1,000,000	\$3,499,999		125	123	120	117	115	110	106	102
\$3,500,000	\$6,999,999		167	165	162	159	157	152	148	144
\$7,000,000	\$9,999,999		170	168	165	162	160	155	151	147
\$10,000,000	\$14,999,999		181	179	176	173	171	166	162	158
\$15,000,000	\$19,999,999		187	185	182	179	177	172	168	164
\$20,000,000	\$24,999,999		195	193	190	187	185	180	176	172
\$25,000,000	\$29,999,999		202	200	197	194	192	187	183	179
\$30,000,000	\$34,999,999		203	201	198	195	193	188	184	180
\$35,000,000	\$39,999,999		204	202	199	196	194	189	185	181
\$40,000,000	\$44,999,999		205	203	200	197	195	190	186	182
\$45,000,000	\$49,999,999		206	204	201	198	196	191	187	183
\$50,000,000	\$59,999,999		207	205	202	199	197	192	188	184
\$60,000,000	\$84,999,999		208	206	203	200	198	193	189	185
\$85,000,000	\$99,999,999		209	207	204	201	199	194	190	186
\$100,000,000	+		210	208	205	202	200	195	191	187
Large Ticket/Partner Program Transaction Volume		Cycle Days	7	14	14	30	30	30	30	30
		Grace Days	3	3	7	3	7	14	20	25
			REBATE BASIS POINTS							
\$0	+		55	55	55	55	55	55	55	55

EXHIBIT A-1

Nothing in these schedules are intended to state a term for the Agreement. For the avoidance of doubt, any period of time set forth in the Schedules applies solely to pricing terms, but only to the extent the Agreement has not been terminated as set forth in the Agreement.

Notwithstanding anything to the contrary in the Agreement or any of its Schedules all fees, charges and rebates are subject to change upon 60 days' prior written notice to you if, in connection with us providing this card program, or any Services to you:

- i. An event external to us increases the cost or decreases the revenue to us;
- ii. There is any decrease to the interchange rates paid to us by a card network; or
- iii. There is an increase to funding costs due to interest rate changes;
- iv. There is any deterioration in your financial condition

END OF US SCHEDULE III

IV. ACKNOWLEDGEMENT

By signature of an authorized representative(s), you agree to the terms and conditions of this Schedule of Fees and Charges presented herein. This form must be signed in ink by an authorized representative(s) and submitted with the original signature to your Bank representative.

OTHER ELIGIBLE USER

Bank of America, N.A

[OTHER ELIGIBLE USER NAME]

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print or Type)

Name: Jeri Winkleblack
(Print or Type)

Title: _____
(Print or Type)

Title: Vice President
(Print or Type)

Date: _____


Date: _____

Effective Date: October 1, 2019



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Lisa Morrell, City Manager 

DATE: September 19, 2019

RE: Cured-In-Place Pipe Lining, Change Order No.2 – Project No.19SU07

The Public Works Department, as part of the Stormwater Program, received approval from Council on May 2, 2019, to utilize the City of Orlando's contract for Storm Line Rehabilitation Cleaning & Video Recording, #IFB 15-0017, as awarded to Granite Inliner to furnish and install Cured In Place Pipe (CIPP) lining to 22 locations throughout the City of Palm Bay.

Public Works is dedicated to ensuring the stormwater drainage system within the City of Palm Bay is functioning at its optimum level. One of the strategies used is called cured-in-place pipe lining. This process involves lining an existing inground pipe with a liner providing the same structural integrity of the original pipe. This approach is ideal for decaying pipes located under multiple driveways, next to FPL poles and guide-wires requiring relocations, between properties with limited access for heavy equipment, or blocked by trees, sheds and fences in the easements.

Public Works provided the vendor with a design of the twenty-two locations using known lengths from existing plot records. Once mobilized, the vendor noticed the length of the first few locations were incorrect and sought to address the issue. Change Order No. 1 was requested by the Public Works Project Manager increasing the length of lining required for Par Street and Hooper Avenue locations by 311 LF and increasing the project cost by \$48,503.40; the Chief Procurement Officer approved this change order, as it was within 10% of the original contract award. Since this original Change Order request, the vendor has discovered additional discrepancies between the quoted lengths and the actual field lengths required. Change Order No. 2 is for varying increases and decreases at 18 of the project sites, for a cumulative additional length of 149 linear feet and an additional cost of \$22,750.08 bringing the total length of the lining to 5,081 LF and the total cost of

September 19, 2019

Page | 2

the project to \$587,164.02. In accordance with City Ordinance 38.07, the mandatory City Council approval amount for change orders is 10% or \$100,000, whichever is lower. The Procurement Manual further clarifies that change orders are cumulative. Thus, the approval of Change Order No. 2 requires City Council approval.

REQUESTING DEPARTMENT:

Public Works, Procurement Department

FISCAL IMPACT:

Change order No. 2 is in the amount of \$22,750.08. The original contract price for this project was \$515,910.90. Change Order 1 was approved at a cost of \$48,503.40. The final cost of the project is \$587,164.02. Funding is available in the Stormwater Fund and a Budget Transfer from 461-7083-538-6309/19SU01 to 461-7083-538-6309/19SU07 will be requested upon Council approval to fund this Change Order.

RECOMMENDATION:

Motion to approve Change Order No. 2 of the cured-in-place pipe project awarded on May 2, 2019 to Granite Inliner, LLC out of Sanford, Florida for \$22,750.08.

Attachments: 1) Change Order form (available upon request)

2) Revised Quotes form Granite Inliner (available upon request)

CHANGE ORDER NO. 2

PROJECT: 19SU07 Cured In Place Pipe

DATED: 6/4/19

CHANGE ORDER NUMBER: 2

DATED: 9/6/19

PO NO.

CONTRACTOR: Granite Inliner

ADDRESS: 2531 Jewett Lane
Sanford, FL 32771

JUSTIFICATION: Revised Footage

CURRENT CONTRACT AMOUNT
INCREASE/DECREASE IN CONTRACT AMOUNT
NEW CONTRACT AMOUNT

\$ 564,413.94
\$ 22,750.08
\$ 587,164.02

CURRENT CONTRACT COMPLETION DATE
INCREASE/DECREASE IN CONTRACT TIME
NEW CONTRACT COMPLETION DATE

September 25, 2019
None
September 25, 2019

ORDERED BY THE CITY OF PALM BAY

ACCEPTED BY CONTRACTOR

Juliet Misconi, CPPO, CPPB
Chief Procurement Officer



Granite Inliner

**CITY OF PALM BAY, FLORIDA
CHANGE ORDER NO: 2**

PROJECT: 19SU07 Cured In Place Pipe

Original quote for 1587 Omega, including 2% for Bonding	\$13,708.80
Revised quote for 1537 Omega Ave, including 2% for Bonding	\$14,100.48
Difference	\$391.68
Original quote for 385 Delmonico, including 2% for Bonding	\$13,708.80
Revised quote for 385 Delmonico, including 2% for Bonding	\$15,863.04
Difference	\$2,154.24
Original quote for School Drive, including 2% for Bonding	\$34,333.20
Revised quote for School Drive, including 2% for Bonding	\$33,323.40
Difference	-\$1,009.80
Original quote for 171 Dolphin, including 2% for Bonding	\$13,127.40
Revised quote for 171 Dolphin, including 2% for Bonding	\$13,531.32
Difference	\$403.92
Original quote for 1798 Glenwood, including 2% for Bonding	\$15,348.96
Revised quote for 1798 Glenwood, including 2% for Bonding	\$15,449.94
Difference	\$100.98
Original quote for 971 Lexington, including 2% for Bonding	\$16,055.82
Revised quote for 971 Lexington, including 2% for Bonding	\$16,560.72
Difference	\$504.90
Original quote for 1049 Lexington, including 2% for Bonding	\$16,762.68
Revised quote for 1049 Lexington, including 2% for Bonding	\$15,651.90
Difference	-\$1,110.78

Original quote for 194 Aviation, including 2% for Bonding	\$22,287.00
Revised quote for 194 Aviation, including 2% for Bonding	\$22,638.90
Difference	\$351.90

Original quote for 591 Avondale, including 2% for Bonding	\$20,196.00
Revised quote for 591 Avondale, including 2% for Bonding	\$17,166.60
Difference	-\$3,029.40

Original quote for 2126 Beekman, including 2% for Bonding	\$14,137.20
Revised quote for 2126 Beekman, including 2% for Bonding	\$12,622.50
Difference	-\$1,514.70

Original quote for 1713 Ardmore, including 2% for Bonding	\$14,137.20
Revised quote for 1713 Ardmore, including 2% for Bonding	\$14,541.12
Difference	\$403.92

Original quote for 524 Aviation, including 2% for Bonding	\$20,196.00
Revised quote for 524 Aviation, including 2% for Bonding	\$20,599.92
Difference	\$403.92

Original quote for 1885 Ardmore, including 2% for Bonding	\$16,422.00
Revised quote for 1885 Ardmore, including 2% for Bonding	\$22,638.90
Difference	\$6,216.90

Original quote for 981 Brisbane, including 2% for Bonding	\$21,114.00
Revised quote for 981 Brisbane, including 2% for Bonding	\$23,225.40
Difference	\$2,111.40

Original quote for 865 Brisbane, including 2% for Bonding	\$18,360.00
Revised quote for 865 Brisbane, including 2% for Bonding	\$19,278.00
Difference	\$918.00
Original quote for 527 Evergreen, including 2% for Bonding	\$21,114.00
Revised quote for 527 Evergreen, including 2% for Bonding	\$25,806.00
Difference	\$4,692.00
Original quote for 912 & 920 Buford, including 2% for Bonding	\$32,079.00
Revised quote for 912 & 920 Buford, including 2% for Bonding	\$39,627.00
Difference	\$7,548.00
Original quote for Abbott, including 2% for Bonding	\$16,386.30
Revised quote for Abbott, including 2% for Bonding	\$19,599.30
Difference	\$3,213.00
Total	<u>\$22,750.08</u>



Granite Inliner
2531 Jewett Lane
Sanford, FL 32771

T 407.472.0014
graniteconstruction.com

PROPOSAL

DATE: September 9, 2019

SUBMITTED TO: City of Palm Bay Public Works
1050 Malabar Road
Palm Bay, FL 32907

Attn: Camille Gordon-Taylor, Operations Division Manager
Camille.Gordon-Taylor@palmbayflorida.org

JOB LOCATION: 1587 Omega

We propose hereby to furnish material and labor - complete in accordance with specifications below, for the sum of

Thirteen Thousand Eight Hundred Twenty-Four dollars and no cents (\$13,824.00)

Payment terms - 100% within thirty (30) days upon completion and acceptance.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance. Note: This proposal may be withdrawn by us if not accepted within thirty (30) days.

We hereby submit specifications and estimates as follows:

Granite Inliner, LLC shall supply all equipment, materials and labor as follows:

ITEM	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
18	18" x 9 mm pipe for job sizes 1' to 500'	144	LF	\$96.00	\$13,824.00
				TOTAL	\$13,824.00

NOTES:

1. Pricing based on prices contained in a contract between Granite Inliner, LLC and the City of Orlando contract number IFB15-0017.
2. Inliner to be installed as per ASTM, manufacturer's specifications and contract specifications.
3. Lining subject to a Pre-TV inspection by Granite Inliner, LLC indicating the line conditions are acceptable for installation of Inliner.
4. Work performed does not include point repairs if required prior to installing Inliner.
5. Granite Inliner, LLC shall furnish the City of Palm Bay with a Final Inspection CD of the rehabilitated sewer line(s).
6. If payment is not received within 30 days of invoice a 1.5% monthly finance charge will be assessed on all outstanding balances.
7. Proposal does not include bonds or permit fees. Bond, if required, will be invoiced at 2% of the total. Permit fees, if any, will be invoiced at cost.

Signature 
Matt Blais, Project Manager

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____ Authorized Signature _____



Granite Inliner
2531 Jewett Lane
Sanford, FL 32771

T 407.472.0014
graniteconstruction.com

PROPOSAL

DATE: September 9, 2019

SUBMITTED TO: City of Palm Bay Public Works
1050 Malabar Road
Palm Bay, FL 32907

Attn: Camille Gordon-Taylor, Operations Division Manager
Camille.Gordon-Taylor@palmbayflorida.org

JOB LOCATION: 385 Delmonico

We propose hereby to furnish material and labor - complete in accordance with specifications below, for the sum of

Fifteen Thousand Five Hundred-Fifty Two dollars and no cents (\$15,552.00)

Payment terms - 100% within thirty (30) days upon completion and acceptance.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance. Note: This proposal may be withdrawn by us if not accepted within thirty (30) days.

We hereby submit specifications and estimates as follows:

Granite Inliner, LLC shall supply all equipment, materials and labor as follows:

ITEM	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
18	18" x 9 mm pipe for job sizes 1' to 500'	162	LF	\$96.00	\$15,552.00
				TOTAL	\$15,552.00

NOTES:

1. Pricing based on prices contained in a contract between Granite Inliner, LLC and the City of Orlando contract number IFB15-0017.
2. Inliner to be installed as per ASTM, manufacturer's specifications and contract specifications.
3. Lining subject to a Pre-TV inspection by Granite Inliner, LLC indicating the line conditions are acceptable for installation of Inliner.
4. Work performed does not include point repairs if required prior to installing Inliner.
5. Granite Inliner, LLC shall furnish the City of Palm Bay with a Final Inspection CD of the rehabilitated sewer line(s).
6. If payment is not received within 30 days of invoice a 1.5% monthly finance charge will be assessed on all outstanding balances.
7. Proposal does not include bonds or permit fees. Bond, if required, will be invoiced at 2% of the total. Permit fees, if any, will be invoiced at cost.

Signature 
Matt Blais, Project Manager

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____ Authorized Signature _____



Granite Inliner
2531 Jewett Lane
Sanford, FL 32771

T 407.472.0014
graniteconstruction.com

PROPOSAL

DATE: September 9, 2019

SUBMITTED TO: City of Palm Bay Public Works
1050 Malabar Road
Palm Bay, FL 32907

Attn: Camille Gordon-Taylor, Operations Division Manager
Camille.Gordon-Taylor@palmbayflorida.org

JOB LOCATION: School Drive

We propose hereby to furnish material and labor - complete in accordance with specifications below, for the sum of

Thirty-Two Thousand Six Hundred Seventy dollars and no cents (\$32,670.00)

Payment terms - 100% within thirty (30) days upon completion and acceptance.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance. Note: This proposal may be withdrawn by us if not accepted within thirty (30) days.

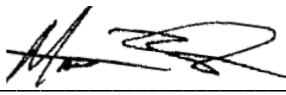
We hereby submit specifications and estimates as follows:

Granite Inliner, LLC shall supply all equipment, materials and labor as follows:

ITEM	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
35	24" x 10.5 mm pipe for job sizes from 1' to 500'	330	LF	\$99.00	\$32,670.00
				TOTAL	\$32,670.00

NOTES:

1. Pricing based on prices contained in a contract between Granite Inliner, LLC and the City of Orlando contract number IFB15-0017.
2. Inliner to be installed as per ASTM, manufacturer's specifications and contract specifications.
3. Lining subject to a Pre-TV inspection by Granite Inliner, LLC indicating the line conditions are acceptable for installation of Inliner.
4. Work performed does not include point repairs if required prior to installing Inliner.
5. Granite Inliner, LLC shall furnish the City of Palm Bay with a Final Inspection CD of the rehabilitated sewer line(s).
6. If payment is not received within 30 days of invoice a 1.5% monthly finance charge will be assessed on all outstanding balances.
7. Proposal does not include bonds or permit fees. Bond, if required, will be invoiced at 2% of the total. Permit fees, if any, will be invoiced at cost.

Signature 
Matt Blais, Project Manager

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____ Authorized Signature _____



Granite Inliner
2531 Jewett Lane
Sanford, FL 32771

T 407.472.0014
graniteconstruction.com

PROPOSAL

DATE: September 9, 2019

SUBMITTED TO: City of Palm Bay Public Works
1050 Malabar Road
Palm Bay, FL 32907

Attn: Camille Gordon-Taylor, Operations Division Manager
Camille.Gordon-Taylor@palmbayflorida.org

JOB LOCATION: 171 Dolphin Outfall

We propose hereby to furnish material and labor - complete in accordance with specifications below, for the sum of

Thirteen Thousand Two Hundred Sixty-Six dollars and no cents (\$13,266.00)

Payment terms - 100% within thirty (30) days upon completion and acceptance.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance. Note: This proposal may be withdrawn by us if not accepted within thirty (30) days.

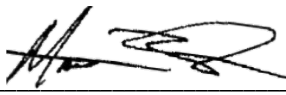
We hereby submit specifications and estimates as follows:

Granite Inliner, LLC shall supply all equipment, materials and labor as follows:

ITEM	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
35	24" x 10.5 mm pipe for job sizes from 1' to 500'	134	LF	\$99.00	\$13,266.00
				TOTAL	\$13,266.00

NOTES:

1. Pricing based on prices contained in a contract between Granite Inliner, LLC and the City of Orlando contract number IFB15-0017.
2. Inliner to be installed as per ASTM, manufacturer's specifications and contract specifications.
3. Lining subject to a Pre-TV inspection by Granite Inliner, LLC indicating the line conditions are acceptable for installation of Inliner.
4. Work performed does not include point repairs if required prior to installing Inliner.
5. Granite Inliner, LLC shall furnish the City of Palm Bay with a Final Inspection CD of the rehabilitated sewer line(s).
6. If payment is not received within 30 days of invoice a 1.5% monthly finance charge will be assessed on all outstanding balances.
7. Proposal does not include bonds or permit fees. Bond, if required, will be invoiced at 2% of the total. Permit fees, if any, will be invoiced at cost.

Signature 
Matt Blais, Project Manager

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____ Authorized Signature _____



Granite Inliner
2531 Jewett Lane
Sanford, FL 32771

T 407.472.0014
graniteconstruction.com

PROPOSAL

DATE: September 9, 2019

SUBMITTED TO: City of Palm Bay Public Works
1050 Malabar Road
Palm Bay, FL 32907

Attn: Camille Gordon-Taylor, Operations Division Manager
Camille.Gordon-Taylor@palmbayflorida.org

JOB LOCATION: 1798 Glenwood

We propose hereby to furnish material and labor - complete in accordance with specifications below, for the sum of

Fifteen Thousand One Hundred Forty-Seven dollars and no cents (\$15,147.00)

Payment terms - 100% within thirty (30) days upon completion and acceptance.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance. Note: This proposal may be withdrawn by us if not accepted within thirty (30) days.

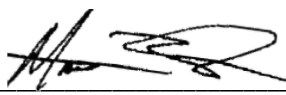
We hereby submit specifications and estimates as follows:

Granite Inliner, LLC shall supply all equipment, materials and labor as follows:

ITEM	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
35	24" x 10.5 mm pipe for job sizes from 1' to 500'	153	LF	\$99.00	\$15,147.00
				TOTAL	\$15,147.00

NOTES:

1. Pricing based on prices contained in a contract between Granite Inliner, LLC and the City of Orlando contract number IFB15-0017.
2. Inliner to be installed as per ASTM, manufacturer's specifications and contract specifications.
3. Lining subject to a Pre-TV inspection by Granite Inliner, LLC indicating the line conditions are acceptable for installation of Inliner.
4. Work performed does not include point repairs if required prior to installing Inliner.
5. Granite Inliner, LLC shall furnish the City of Palm Bay with a Final Inspection CD of the rehabilitated sewer line(s).
6. If payment is not received within 30 days of invoice a 1.5% monthly finance charge will be assessed on all outstanding balances.
7. Proposal does not include bonds or permit fees. Bond, if required, will be invoiced at 2% of the total. Permit fees, if any, will be invoiced at cost.

Signature 
Matt Blais, Project Manager

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____ Authorized Signature _____



Granite Inliner
2531 Jewett Lane
Sanford, FL 32771

T 407.472.0014
graniteconstruction.com

PROPOSAL

DATE: September 9, 2019

SUBMITTED TO: City of Palm Bay Public Works
1050 Malabar Road
Palm Bay, FL 32907

Attn: Camille Gordon-Taylor, Operations Division Manager
Camille.Gordon-Taylor@palmbayflorida.org

JOB LOCATION: 971 Lexington

We propose hereby to furnish material and labor - complete in accordance with specifications below, for the sum of

Sixteen Thousand Two-Hundred Thirty-Six dollars and no cents (\$16,236.00)

Payment terms - 100% within thirty (30) days upon completion and acceptance.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance. Note: This proposal may be withdrawn by us if not accepted within thirty (30) days.

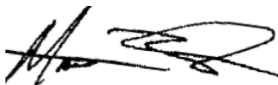
We hereby submit specifications and estimates as follows:

Granite Inliner, LLC shall supply all equipment, materials and labor as follows:

ITEM	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
35	24" x 10.5 mm pipe for job sizes from 1' to 500'	164	LF	\$99.00	\$16,236.00
				TOTAL	\$16,236.00

NOTES:

1. Pricing based on prices contained in a contract between Granite Inliner, LLC and the City of Orlando contract number IFB15-0017.
2. Inliner to be installed as per ASTM, manufacturer's specifications and contract specifications.
3. Lining subject to a Pre-TV inspection by Granite Inliner, LLC indicating the line conditions are acceptable for installation of Inliner.
4. Work performed does not include point repairs if required prior to installing Inliner.
5. Granite Inliner, LLC shall furnish the City of Palm Bay with a Final Inspection CD of the rehabilitated sewer line(s).
6. If payment is not received within 30 days of invoice a 1.5% monthly finance charge will be assessed on all outstanding balances.
7. Proposal does not include bonds or permit fees. Bond, if required, will be invoiced at 2% of the total. Permit fees, if any, will be invoiced at cost.

Signature 
Matt Blais, Project Manager

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____ Authorized Signature _____



Granite Inliner
2531 Jewett Lane
Sanford, FL 32771

T 407.472.0014
graniteconstruction.com

PROPOSAL

DATE: September 9, 2019

SUBMITTED TO: City of Palm Bay Public Works
1050 Malabar Road
Palm Bay, FL 32907

Attn: Camille Gordon-Taylor, Operations Division Manager
Camille.Gordon-Taylor@palmbayflorida.org

JOB LOCATION: 1049 Lexington

We propose hereby to furnish material and labor - complete in accordance with specifications below, for the sum of

Fifteen Thousand Three Hundred Forty-Five dollars and no cents (\$15,345.00)

Payment terms - 100% within thirty (30) days upon completion and acceptance.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance. Note: This proposal may be withdrawn by us if not accepted within thirty (30) days.

We hereby submit specifications and estimates as follows:

Granite Inliner, LLC shall supply all equipment, materials and labor as follows:

ITEM	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
35	24" x 10.5 mm pipe for job sizes from 1' to 500'	155	LF	\$99.00	\$15,345.00
				TOTAL	\$15,345.00

NOTES:

1. Pricing based on prices contained in a contract between Granite Inliner, LLC and the City of Orlando contract number IFB15-0017.
2. Inliner to be installed as per ASTM, manufacturer's specifications and contract specifications.
3. Lining subject to a Pre-TV inspection by Granite Inliner, LLC indicating the line conditions are acceptable for installation of Inliner.
4. Work performed does not include point repairs if required prior to installing Inliner.
5. Granite Inliner, LLC shall furnish the City of Palm Bay with a Final Inspection CD of the rehabilitated sewer line(s).
6. If payment is not received within 30 days of invoice a 1.5% monthly finance charge will be assessed on all outstanding balances.
7. Proposal does not include bonds or permit fees. Bond, if required, will be invoiced at 2% of the total. Permit fees, if any, will be invoiced at cost.

Signature

Matt Blais, Project Manager

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____ Authorized Signature _____



Granite Inliner
2531 Jewett Lane
Sanford, FL 32771

T 407.472.0014
graniteconstruction.com

PROPOSAL

DATE: September 9, 2019

SUBMITTED TO: City of Palm Bay Public Works
1050 Malabar Road
Palm Bay, FL 32907

Attn: Camille Gordon-Taylor, Operations Division Manager
Camille.Gordon-Taylor@palmbayflorida.org

JOB LOCATION: 194 Aviation

We propose hereby to furnish material and labor - complete in accordance with specifications below, for the sum of

Twenty-Two Thousand One Hundred Ninety-Five dollars and no cents (\$22,195.00)

Payment terms - 100% within thirty (30) days upon completion and acceptance.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance. Note: This proposal may be withdrawn by us if not accepted within thirty (30) days.

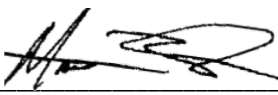
We hereby submit specifications and estimates as follows:

Granite Inliner, LLC shall supply all equipment, materials and labor as follows:

ITEM	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
47	30" x 12 mm pipe for job sizes from 1' to 500'	193	LF	\$115.00	\$22,195.00
				TOTAL	\$22,195.00

NOTES:

1. Pricing based on prices contained in a contract between Granite Inliner, LLC and the City of Orlando contract number IFB15-0017.
2. Inliner to be installed as per ASTM, manufacturer's specifications and contract specifications.
3. Lining subject to a Pre-TV inspection by Granite Inliner, LLC indicating the line conditions are acceptable for installation of Inliner.
4. Work performed does not include point repairs if required prior to installing Inliner.
5. Granite Inliner, LLC shall furnish the City of Palm Bay with a Final Inspection CD of the rehabilitated sewer line(s).
6. If payment is not received within 30 days of invoice a 1.5% monthly finance charge will be assessed on all outstanding balances.
7. Proposal does not include bonds or permit fees. Bond, if required, will be invoiced at 2% of the total. Permit fees, if any, will be invoiced at cost.

Signature 
Matt Blais, Project Manager

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____ Authorized Signature _____



Granite Inliner
2531 Jewett Lane
Sanford, FL 32771

T 407.472.0014
graniteconstruction.com

PROPOSAL

DATE: September 9, 2019

SUBMITTED TO: City of Palm Bay Public Works
1050 Malabar Road
Palm Bay, FL 32907

Attn: Camille Gordon-Taylor, Operations Division Manager
Camille.Gordon-Taylor@palmbayflorida.org

JOB LOCATION: 591 Avondale

We propose hereby to furnish material and labor - complete in accordance with specifications below, for the sum of

Sixteen Thousand Eight Hundred Thirty dollars and no cents (\$16,830.00)

Payment terms - 100% within thirty (30) days upon completion and acceptance.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance. Note: This proposal may be withdrawn by us if not accepted within thirty (30) days.

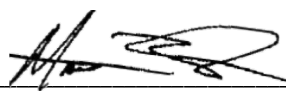
We hereby submit specifications and estimates as follows:

Granite Inliner, LLC shall supply all equipment, materials and labor as follows:

ITEM	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
23	21" x 9 mm pipe for job sizes 1' to 500'	187	LF	\$90.00	\$16,830.00
				TOTAL	\$16,830.00

NOTES:

1. Pricing based on prices contained in a contract between Granite Inliner, LLC and the City of Orlando contract number IFB15-0017.
2. Inliner to be installed as per ASTM, manufacturer's specifications and contract specifications.
3. Lining subject to a Pre-TV inspection by Granite Inliner, LLC indicating the line conditions are acceptable for installation of Inliner.
4. Work performed does not include point repairs if required prior to installing Inliner.
5. Granite Inliner, LLC shall furnish the City of Palm Bay with a Final Inspection CD of the rehabilitated sewer line(s).
6. If payment is not received within 30 days of invoice a 1.5% monthly finance charge will be assessed on all outstanding balances.
7. Proposal does not include bonds or permit fees. Bond, if required, will be invoiced at 2% of the total. Permit fees, if any, will be invoiced at cost.

Signature 
Matt Blais, Project Manager

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____ Authorized Signature _____



Granite Inliner
2531 Jewett Lane
Sanford, FL 32771

T 407.472.0014
graniteconstruction.com

PROPOSAL

DATE: September 9, 2019

SUBMITTED TO: City of Palm Bay Public Works
1050 Malabar Road
Palm Bay, FL 32907

Attn: Camille Gordon-Taylor, Operations Division Manager
Camille.Gordon-Taylor@palmbayflorida.org

JOB LOCATION: 2126 Beekman

We propose hereby to furnish material and labor - complete in accordance with specifications below, for the sum of

Twelve Thousand Three Hundred Seventy-Five dollars and no cents (\$12,375.00)

Payment terms - 100% within thirty (30) days upon completion and acceptance.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance. Note: This proposal may be withdrawn by us if not accepted within thirty (30) days.

We hereby submit specifications and estimates as follows:

Granite Inliner, LLC shall supply all equipment, materials and labor as follows:

ITEM	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
35	24" x 10.5 mm pipe for job sizes from 1' to 500'	125	LF	\$99.00	\$12,375.00
				TOTAL	\$12,375.00

NOTES:

1. Pricing based on prices contained in a contract between Granite Inliner, LLC and the City of Orlando contract number IFB15-0017.
2. Inliner to be installed as per ASTM, manufacturer's specifications and contract specifications.
3. Lining subject to a Pre-TV inspection by Granite Inliner, LLC indicating the line conditions are acceptable for installation of Inliner.
4. Work performed does not include point repairs if required prior to installing Inliner.
5. Granite Inliner, LLC shall furnish the City of Palm Bay with a Final Inspection CD of the rehabilitated sewer line(s).
6. If payment is not received within 30 days of invoice a 1.5% monthly finance charge will be assessed on all outstanding balances.
7. Proposal does not include bonds or permit fees. Bond, if required, will be invoiced at 2% of the total. Permit fees, if any, will be invoiced at cost.

Signature 
Matt Blais, Project Manager

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____ Authorized Signature _____



Granite Inliner
2531 Jewett Lane
Sanford, FL 32771

T 407.472.0014
graniteconstruction.com

PROPOSAL

DATE: September 9, 2019

SUBMITTED TO: City of Palm Bay Public Works
1050 Malabar Road
Palm Bay, FL 32907

Attn: Camille Gordon-Taylor, Operations Division Manager
Camille.Gordon-Taylor@palmbayflorida.org

JOB LOCATION: 1713 Ardmore

We propose hereby to furnish material and labor - complete in accordance with specifications below, for the sum of

Fourteen Thousand Two Hundred Fifty-Six dollars and no cents (\$14,256.00)

Payment terms - 100% within thirty (30) days upon completion and acceptance.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance. Note: This proposal may be withdrawn by us if not accepted within thirty (30) days.

We hereby submit specifications and estimates as follows:

Granite Inliner, LLC shall supply all equipment, materials and labor as follows:

ITEM	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
35	24" x 10.5 mm pipe for job sizes from 1' to 500'	144	LF	\$99.00	\$14,256.00
				TOTAL	\$14,256.00

NOTES:

1. Pricing based on prices contained in a contract between Granite Inliner, LLC and the City of Orlando contract number IFB15-0017.
2. Inliner to be installed as per ASTM, manufacturer's specifications and contract specifications.
3. Lining subject to a Pre-TV inspection by Granite Inliner, LLC indicating the line conditions are acceptable for installation of Inliner.
4. Work performed does not include point repairs if required prior to installing Inliner.
5. Granite Inliner, LLC shall furnish the City of Palm Bay with a Final Inspection CD of the rehabilitated sewer line(s).
6. If payment is not received within 30 days of invoice a 1.5% monthly finance charge will be assessed on all outstanding balances.
7. Proposal does not include bonds or permit fees. Bond, if required, will be invoiced at 2% of the total. Permit fees, if any, will be invoiced at cost.

Signature

Matt Blais, Project Manager

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____ Authorized Signature _____



Granite Inliner
2531 Jewett Lane
Sanford, FL 32771

T 407.472.0014
graniteconstruction.com

PROPOSAL

DATE: September 9, 2019

SUBMITTED TO: City of Palm Bay Public Works
1050 Malabar Road
Palm Bay, FL 32907

Attn: Camille Gordon-Taylor, Operations Division Manager
Camille.Gordon-Taylor@palmbayflorida.org

JOB LOCATION: 524 Aviation

We propose hereby to furnish material and labor - complete in accordance with specifications below, for the sum of

Twenty Thousand One Hundred Ninety-Six dollars and no cents (\$20,196.00)

Payment terms - 100% within thirty (30) days upon completion and acceptance.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance. Note: This proposal may be withdrawn by us if not accepted within thirty (30) days.

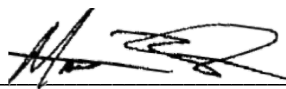
We hereby submit specifications and estimates as follows:

Granite Inliner, LLC shall supply all equipment, materials and labor as follows:

ITEM	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
35	24" x 10.5 mm pipe for job sizes from 1' to 500'	204	LF	\$99.00	\$20,196.00
				TOTAL	\$20,196.00

NOTES:

1. Pricing based on prices contained in a contract between Granite Inliner, LLC and the City of Orlando contract number IFB15-0017.
2. Inliner to be installed as per ASTM, manufacturer's specifications and contract specifications.
3. Lining subject to a Pre-TV inspection by Granite Inliner, LLC indicating the line conditions are acceptable for installation of Inliner.
4. Work performed does not include point repairs if required prior to installing Inliner.
5. Granite Inliner, LLC shall furnish the City of Palm Bay with a Final Inspection CD of the rehabilitated sewer line(s).
6. If payment is not received within 30 days of invoice a 1.5% monthly finance charge will be assessed on all outstanding balances.
7. Proposal does not include bonds or permit fees. Bond, if required, will be invoiced at 2% of the total. Permit fees, if any, will be invoiced at cost.

Signature 
Matt Blais, Project Manager

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____ Authorized Signature _____



Granite Inliner
2531 Jewett Lane
Sanford, FL 32771

T 407.472.0014
graniteconstruction.com

PROPOSAL

DATE: September 9, 2019

SUBMITTED TO: City of Palm Bay Public Works
1050 Malabar Road
Palm Bay, FL 32907

Attn: Camille Gordon-Taylor, Operations Division Manager
Camille.Gordon-Taylor@palmbayflorida.org

JOB LOCATION: 1885 Ardmore

We propose hereby to furnish material and labor - complete in accordance with specifications below, for the sum of

Twenty-Two Thousand One Hundred Ninety-Five dollars and no cents (\$22,195.00)

Payment terms - 100% within thirty (30) days upon completion and acceptance.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance. Note: This proposal may be withdrawn by us if not accepted within thirty (30) days.

We hereby submit specifications and estimates as follows:

Granite Inliner, LLC shall supply all equipment, materials and labor as follows:

ITEM	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
47	30" x 12 mm pipe for job sizes from 1' to 500'	193	LF	\$115.00	\$22,195.00
				TOTAL	\$22,195.00

NOTES:

1. Pricing based on prices contained in a contract between Granite Inliner, LLC and the City of Orlando contract number IFB15-0017.
2. Inliner to be installed as per ASTM, manufacturer's specifications and contract specifications.
3. Lining subject to a Pre-TV inspection by Granite Inliner, LLC indicating the line conditions are acceptable for installation of Inliner.
4. Work performed does not include point repairs if required prior to installing Inliner.
5. Granite Inliner, LLC shall furnish the City of Palm Bay with a Final Inspection CD of the rehabilitated sewer line(s).
6. If payment is not received within 30 days of invoice a 1.5% monthly finance charge will be assessed on all outstanding balances.
7. Proposal does not include bonds or permit fees. Bond, if required, will be invoiced at 2% of the total. Permit fees, if any, will be invoiced at cost.

Signature

Matt Blais, Project Manager

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____ Authorized Signature _____



Granite Inliner
2531 Jewett Lane
Sanford, FL 32771

T 407.472.0014
graniteconstruction.com

PROPOSAL

DATE: September 9, 2019

SUBMITTED TO: City of Palm Bay Public Works
1050 Malabar Road
Palm Bay, FL 32907

Attn: Camille Gordon-Taylor, Operations Division Manager
Camille.Gordon-Taylor@palmbayflorida.org

JOB LOCATION: 981 Brisbane

We propose hereby to furnish material and labor - complete in accordance with specifications below, for the sum of

Twenty-Two Thousand Seven Hundred Seventy dollars and no cents (\$22,770.00)

Payment terms - 100% within thirty (30) days upon completion and acceptance.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance. Note: This proposal may be withdrawn by us if not accepted within thirty (30) days.

We hereby submit specifications and estimates as follows:

Granite Inliner, LLC shall supply all equipment, materials and labor as follows:

ITEM	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
47	30" x 12 mm pipe for job sizes from 1' to 500'	198	LF	\$115.00	\$22,770.00
				TOTAL	\$22,770.00

NOTES:

1. Pricing based on prices contained in a contract between Granite Inliner, LLC and the City of Orlando contract number IFB15-0017.
2. Inliner to be installed as per ASTM, manufacturer's specifications and contract specifications.
3. Lining subject to a Pre-TV inspection by Granite Inliner, LLC indicating the line conditions are acceptable for installation of Inliner.
4. Work performed does not include point repairs if required prior to installing Inliner.
5. Granite Inliner, LLC shall furnish the City of Palm Bay with a Final Inspection CD of the rehabilitated sewer line(s).
6. If payment is not received within 30 days of invoice a 1.5% monthly finance charge will be assessed on all outstanding balances.
7. Proposal does not include bonds or permit fees. Bond, if required, will be invoiced at 2% of the total. Permit fees, if any, will be invoiced at cost.

Signature 
Matt Blais, Project Manager

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____ Authorized Signature _____



Granite Inliner
2531 Jewett Lane
Sanford, FL 32771

T 407.472.0014
graniteconstruction.com

PROPOSAL

DATE: September 9, 2019
SUBMITTED TO: City of Palm Bay Public Works
1050 Malabar Road
Palm Bay, FL 32907

Attn: Camille Gordon-Taylor, Operations Division Manager
Camille.Gordon-Taylor@palmbayflorida.org

JOB LOCATION: 865 Brisbane

We propose hereby to furnish material and labor - complete in accordance with specifications below, for the sum of

Eighteen Thousand Nine Hundred dollars and no cents (\$18,900.00)

Payment terms - 100% within thirty (30) days upon completion and acceptance.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance. Note: This proposal may be withdrawn by us if not accepted within thirty (30) days.

We hereby submit specifications and estimates as follows:

Granite Inliner, LLC shall supply all equipment, materials and labor as follows:

ITEM	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
23	21" x 9 mm pipe for job sizes 1' to 500'	210	LF	\$90.00	\$18,900.00
				TOTAL	\$18,900.00

NOTES:

1. Pricing based on prices contained in a contract between Granite Inliner, LLC and the City of Orlando contract number IFB15-0017.
2. Inliner to be installed as per ASTM, manufacturer's specifications and contract specifications.
3. Lining subject to a Pre-TV inspection by Granite Inliner, LLC indicating the line conditions are acceptable for installation of Inliner.
4. Work performed does not include point repairs if required prior to installing Inliner.
5. Granite Inliner, LLC shall furnish the City of Palm Bay with a Final Inspection CD of the rehabilitated sewer line(s).
6. If payment is not received within 30 days of invoice a 1.5% monthly finance charge will be assessed on all outstanding balances.
7. Proposal does not include bonds or permit fees. Bond, if required, will be invoiced at 2% of the total. Permit fees, if any, will be invoiced at cost.

Signature

Matt Blais, Project Manager

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____ Authorized Signature _____



Granite Inliner
2531 Jewett Lane
Sanford, FL 32771

T 407.472.0014
graniteconstruction.com

PROPOSAL

DATE: September 9, 2019

SUBMITTED TO: City of Palm Bay Public Works
1050 Malabar Road
Palm Bay, FL 32907

Attn: Camille Gordon-Taylor, Operations Division Manager
Camille.Gordon-Taylor@palmbayflorida.org

JOB LOCATION: 527 Evergreen

We propose hereby to furnish material and labor - complete in accordance with specifications below, for the sum of

Twenty-Five Thousand Three Hundred dollars and no cents (\$25,300.00)

Payment terms - 100% within thirty (30) days upon completion and acceptance.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance. Note: This proposal may be withdrawn by us if not accepted within thirty (30) days.

We hereby submit specifications and estimates as follows:

Granite Inliner, LLC shall supply all equipment, materials and labor as follows:

ITEM	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
47	30" x 12 mm pipe for job sizes from 1' to 500'	220	LF	\$115.00	\$25,300.00
				TOTAL	\$25,300.00

NOTES:

1. Pricing based on prices contained in a contract between Granite Inliner, LLC and the City of Orlando contract number IFB15-0017.
2. Inliner to be installed as per ASTM, manufacturer's specifications and contract specifications.
3. Lining subject to a Pre-TV inspection by Granite Inliner, LLC indicating the line conditions are acceptable for installation of Inliner.
4. Work performed does not include point repairs if required prior to installing Inliner.
5. Granite Inliner, LLC shall furnish the City of Palm Bay with a Final Inspection CD of the rehabilitated sewer line(s).
6. If payment is not received within 30 days of invoice a 1.5% monthly finance charge will be assessed on all outstanding balances.
7. Proposal does not include bonds or permit fees. Bond, if required, will be invoiced at 2% of the total. Permit fees, if any, will be invoiced at cost.

Signature 
Matt Blais, Project Manager

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____ Authorized Signature _____



Granite Inliner
2531 Jewett Lane
Sanford, FL 32771

T 407.472.0014
graniteconstruction.com

PROPOSAL

DATE: September 9, 2019

SUBMITTED TO: City of Palm Bay Public Works
1050 Malabar Road
Palm Bay, FL 32907

Attn: Camille Gordon-Taylor, Operations Division Manager
Camille.Gordon-Taylor@palmbayflorida.org

JOB LOCATION: Buford (912 & 920) at Brookson

We propose hereby to furnish material and labor - complete in accordance with specifications below, for the sum of

Thirty-Eight Thousand Eight Hundred Fifty dollars and no cents (\$38,850.00)

Payment terms - 100% within thirty (30) days upon completion and acceptance.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance. Note: This proposal may be withdrawn by us if not accepted within thirty (30) days.

We hereby submit specifications and estimates as follows:

Granite Inliner, LLC shall supply all equipment, materials and labor as follows:

ITEM	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
72	42" x 15 mm pipe for job sizes from 1' to 500'	210	LF	\$185.00	\$38,850.00
				TOTAL	\$38,850.00

NOTES:

1. Pricing based on prices contained in a contract between Granite Inliner, LLC and the City of Orlando contract number IFB15-0017.
2. Inliner to be installed as per ASTM, manufacturer's specifications and contract specifications.
3. Lining subject to a Pre-TV inspection by Granite Inliner, LLC indicating the line conditions are acceptable for installation of Inliner.
4. Work performed does not include point repairs if required prior to installing Inliner.
5. Granite Inliner, LLC shall furnish the City of Palm Bay with a Final Inspection CD of the rehabilitated sewer line(s).
6. If payment is not received within 30 days of invoice a 1.5% monthly finance charge will be assessed on all outstanding balances.
7. Proposal does not include bonds or permit fees. Bond, if required, will be invoiced at 2% of the total. Permit fees, if any, will be invoiced at cost.

Signature 
Matt Blais, Project Manager

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____ Authorized Signature _____



Granite Inliner
2531 Jewett Lane
Sanford, FL 32771

T 407.472.0014
graniteconstruction.com

PROPOSAL

DATE: September 9, 2019

SUBMITTED TO: City of Palm Bay Public Works
1050 Malabar Road
Palm Bay, FL 32907

Attn: Camille Gordon-Taylor, Operations Division Manager
Camille.Gordon-Taylor@palmbayflorida.org

JOB LOCATION: Abbott between Angle & Badger

We propose hereby to furnish material and labor - complete in accordance with specifications below, for the sum of

Nineteen Thousand Two Hundred Fifteen dollars and no cents (\$19,215.00)

Payment terms - 100% within thirty (30) days upon completion and acceptance.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance. Note: This proposal may be withdrawn by us if not accepted within thirty (30) days.

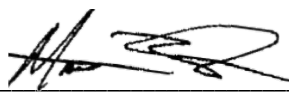
We hereby submit specifications and estimates as follows:

Granite Inliner, LLC shall supply all equipment, materials and labor as follows:

ITEM	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
106	54" x 22.5 mm pipe for job sizes from 1' to 500'	61	LF	\$315.00	\$19,215.00
				TOTAL	\$19,215.00

NOTES:

1. Pricing based on prices contained in a contract between Granite Inliner, LLC and the City of Orlando contract number IFB15-0017.
2. Inliner to be installed as per ASTM, manufacturer's specifications and contract specifications.
3. Lining subject to a Pre-TV inspection by Granite Inliner, LLC indicating the line conditions are acceptable for installation of Inliner.
4. Work performed does not include point repairs if required prior to installing Inliner.
5. Granite Inliner, LLC shall furnish the City of Palm Bay with a Final Inspection CD of the rehabilitated sewer line(s).
6. If payment is not received within 30 days of invoice a 1.5% monthly finance charge will be assessed on all outstanding balances.
7. Proposal does not include bonds or permit fees. Bond, if required, will be invoiced at 2% of the total. Permit fees, if any, will be invoiced at cost.

Signature 
Matt Blais, Project Manager


Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____ Authorized Signature _____



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Lisa Morrell, City Manager 

DATE: September 19, 2019

RE: St. Johns Heritage Parkway Interchange to Babcock Street, RFP #02-0-2017, Change Order No. 2 to Community Asphalt

On September 7, 2018, the Public Works Department deleted the 500 ft. segment connecting the Parkway to Babcock Street from the contract. This deletion was required due to not having the right-of-way access from the County, which the City was working on. Since that time, staff has been working with the County and believes the permit will be issued shortly. Based on this, the City has received from Community Asphalt a deductive change order offer for the cost to delete the 500 ft. Babcock Street tie-in segment in the amount of **\$191,700.38** ("Credit CO"). Further, the City has received a new change order to add back the 500 ft segment in the amount of \$237,916.64 ("Additive CO"). Additionally, the City has received the following outstanding items to be included with the Credit CO and Additive CO as a final total change order for the project:

- Credit CO (\$191,700.38)
- Additive CO \$237,916.64
- Additional embankment \$184,284.75
- Relocation for DS-83 \$19,727.82
- Steel Casing in lieu of PVC \$15,060.31
- Pond #3 Driveway Reinstatement \$1,750

Therefore, the final total change order payable by the City to Community Asphalt will be **\$267,039.14**. In addition to an addendum agreement on the change order compensation, both parties have agreed to the time extension to provide Community Asphalt until October 24, 2019 for Substantial Completion. Substantial Completion is the opening of the roadway. The Revised Substantial Completion Date will be reflected in the Final Total Change Order.

September 19, 2019

Page | 2

REQUESTING DEPARTMENTS:

City Attorney Office, Procurement and Public Works

FISCAL IMPACT:

A total of \$267,500.00 will be budgeted and appropriated from the following funds on the fifth and final budget amendment for FY 19 as follows:

Fund 308 – 2018 LOGT Note Fund (I-95 Connector Road) - \$206,000

Fund 306 – 2015 FF Revenue Bond Fund (Mitigation) - \$17,000

Fund 155 – Transportation Impact Fee Fund (32909 Nexus) - \$44,500

RECOMMENDATION:

Motion to 1) approve Change Order No. 2 in the net amount of \$267,039.14 under contract #02-0-2017, St. Johns Heritage Parkway Interchange to Babcock Street and Purchase Order #181056 awarded to Community Asphalt Corporation out of Vero Beach, Florida, and 2) approve appropriation of funding to cover the change order on the final budget amendment for FY 19.

Attachments: 1) Change Order No. 2 form (available upon request)
 2) Quotes from Community Asphalt (available upon request)

GW/jlm/ab

ADDENDUM No-2 TO THE CONTRACT

PROJECT: **Design-Build, St. Johns Heritage Parkway, I-95 to Babcock Street**

AGREEMENT DATE: March 2, 2018

PROJECT NUMBER: **RFP #02-0-2017/JM**

CHANGE ORDER NUMBER: No.- 2 DATED: September 19, 2019

CONTRACTOR: Community Asphalt Corporation (CAC)

ADDRESS: 2975 Industrial Blvd.

Vero Beach, FL 32967

JUSTIFICATION: City of Palm Bay received from Community Asphalt Corporation a deductive change order offer for the deletion of the 500 ft. Babcock Street tie-in segment in the amount of \$191,700.38 ("Credit CO"). Further, City has received a change order to add back the 500 ft segment in the amount of \$237,916.64 ("Additive CO"). Additionally, the City has received the following outstanding items shown on attached Table (items 1 to 6) to be included with the Credit CO and Additive CO as a final total change order for the project. The remaining provisions of the original Contract Agreement continue in full force and effect.

Therefore, the final total change order payable by the City to Community Asphalt will be **\$267,039.14**. In addition to an agreement on the change order compensation, both parties have agreed to the time extension to provide Community Asphalt until October 24, 2019 for Substantial Completion.

CURRENT CONTRACT AMOUNT	\$ 9,637,890.00
INCREASE/DECREASE IN CONTRACT AMOUNT	\$ 267,039.14
NEW CONTRACT AMOUNT	\$ 9,904,929.14

CURRENT CONTRACT SUBSTANTIAL COMPLETION DATE	June 19, 2019
INCREASE/DECREASE IN CONTRACT TIME	Add 127 days
NEW CONTRACT SUBSTANTIAL COMPLETION DATE	October 24, 2019

ORDERED BY THE CITY OF PALM BAY

ACCEPTED BY CONTRACTOR
Community Asphalt Corporation

Juliet Misconi, CPPO, CPPB
Chief Procurement Officer

Name and Title

**CITY OF PALM BAY, FLORIDA
ADDENDUM NO:**

PROJECT: Design-Build, St. Johns Heritage Parkway, I-95 to Babcock Street

Item No.	Description	Unit	Qty	Unit Price	Amount
1	Credit CO for deduct of the 500 ft segment				(\$191,700.38)
2	Additive CO add back 500 ft segment				\$237,916.64
3	Additional Embankment				\$184,284.75
4	Relocation of DS-83				\$19,727.82
5	Steel Casing in lieu of PVC				\$15,060.31
6	Pond #3 Driveway Reinstatement				\$1,750
	Total Change Order Amount				\$267,039.14

□ **Corporate:**

9725 NW 117
Avenue Suite 110
Miami, FL 33178
Tel. +1 305 884-9444
Fax: +1 305 884-9448 Main
Fax: +1 305 884-9449 Eng.

August 19, 2019

□ **Miami:**

14005 NW 186th
Street Hialeah, FL
33018
Tel. +1 305 829-0700
Fax: +1 305 829-8772

Mr. Frank Watanabe Engineering Division Manager
City of Palm Bay Public Works
1050 Malabar Road
Palm Bay, Florida 32907

□ **West Palm Beach:**

7795 Hooper Road,
West Palm Beach, FL 33411
Tel. +1 561 790-6467
Fax: +1 561 790-1073

Re: St. Johns Heritage Parkway, Brevard County From I-95 to Babcock Street
City of Palm Bay Project No. 15PW11
RFP #02-0-2017/JM
CAC Project #7171

Subject: Credit Offer for the 500' Tie Into Babcock Intersection

□ **Vero Beach:**

5100 29th Court
Vero Beach, FL 32967
Tel. +1 772 770-3771
Fax: +1 772 770-3707

Dear Mr. Watanabe,

Certified General Contractor
License Number: CG CO11475
www.cacorp.net

On August 16, 2019 a meeting was held at the City of Palm Bay City Manager's Office to discuss the 500' tie into Babcock Street. During this meeting the City of Palm Bay requested that Community Asphalt submit a credit for the work items that were deleted from the above referenced contract by the Jarvis Middleton letter dated September 7, 2018. Mr. Jarvis' letter directed Community Asphalt Corporation to delete the work items from the area defined as the 500' area of the St. John's Heritage Parkway adjacent to the Babcock Street intersection.

In accordance with the intended design/construction criteria set forth in the Request for Proposal during the bidding process, Community Asphalt is please to present an Offer of Credit to the City of Palm Bay in the amount of **\$191,700.38**. The attached spreadsheet lists the items of work and their expected costs that were considered for inclusion in our original proposal.

To recap some of the discussions during the meeting referenced above. It is our understanding that this proposed offer of credit is the final document that the City of Palm Bay needed to finalize the master change order, which is to include the following outstanding extra work items.

Additional Embankment	\$184,284.75
Relocation for DS-83	\$19,727.82
Steel Casing in Lieu of PVC	\$15,060.31
Pond #3 Driveway Reinstatement	\$1,750.00

It is expected the these items along with the credit above will be included in the master change order that is scheduled to be presented to the City Council during the next council session.

Should you have any questions or require additional information, don't hesitate to contact us.

Respectfully,

**Rickie L
Shepherd**

Digitally signed by Rickie L
Shepherd
Date: 2019.08.19 17:18:31 -04'00'

**Rick Shepherd, Project Manager
Community Asphalt Corp.
(772) 643-1338**



**Community
Asphalt**
OHL Group

□ **Corporate:**

9725 NW 117
Avenue Suite 110
Miami, FL 33178
Tel. +1 305 884-9444
Fax: +1 305 884-9448 Main
Fax: +1 305 884-9449 Eng.

September 13, 2019

Mr. Frank Watanabe Engineering Division Manager
City of Palm Bay Public Works
1050 Malabar Road
Palm Bay, Florida 32907

□ **Miami:**

14005 NW 186th
Street Hialeah, FL
33018
Tel. +1 305 829-0700
Fax: +1 305 829-8772

Re: St. Johns Heritage Parkway, Brevard County From I-95 to Babcock Street
City of Palm Bay Project No. 15PW11
RFP #02-0-2017/JM
CAC Project #7171

□ **West Palm Beach:**

7795 Hooper Road,
West Palm Beach, FL 33411
Tel. +1 561 790-6467
Fax: +1 561 790-1073

Subject: Request for Change Order for Babcock Tie in Delay (2nd Revision)

□ **Vero Beach:**

5100 29th Court
Vero Beach, FL 32967
Tel. +1 772 770-3771
Fax: +1 772 770-3707

Dear Mr. Watanabe,

As a result of discussions during the meeting held at the City of Palm Bay on July 9, 2019 regarding the additional time and money for the Babcock tie in delay, Community Asphalt Corporation is please to present the following request for a change order.

On June 26, 2019 Community Asphalt submitted a price proposal in the amount of \$279,916.64 for the additional work caused by the Babcock tie in area delay. During the meeting referenced above Community Asphalt Corporation offered a reduction in this amount of \$42,000.00 was agreed upon. Therefore, Community Asphalt Corporation requests that the City of Palm Bay process a change order that adds **\$237,916.64** to the total contract value.

Your consideration of this matter is greatly appreciated.

Respectfully,

Rickie L Shepherd

Digitally signed by Rickie L Shepherd
Date: 2019.09.13 10:13:03 -04'00'

Rick Shepherd, Project Manager
Community Asphalt Corp.
(772) 643-1338





**Community
Asphalt**
OHL Group

□ **Corporate:**

9725 NW 117
Avenue Suite 110
Miami, FL 33178
Tel. +1 305 884-9444
Fax: +1 305 884-9448 Main
Fax: +1 305 884-9449 Eng.

March 15, 2019

□ **Miami:**

14005 NW 186th
Street Hialeah, FL
33018
Tel. +1 305 829-0700
Fax: +1 305 829-8772

Mr. Frank Watanabe Engineering Division Manager
City of Palm Bay Public Works
1050 Malabar Road
Palm Bay, Florida 32907

Re: St. Johns Heritage Parkway, Bevard County
From I-95 to Babcock Street

□ **West Palm Beach:**

7795 Hooper Road,
West Palm Beach, FL 33411
Tel. +1 561 790-6467
Fax: +1 561 790-1073

Subject: Request for Change Order for Additional Embankment Material

□ **Vero Beach:**

5100 29th Court
Vero Beach, FL 32967
Tel. +1 772 770-3771
Fax: +1 772 770-3707

Dear ~~Mr. Jefferson~~, Mr. Watanabi,

As previously discussed, Community Asphalt is pleased to present a price proposal in the amount of **\$184,284.75** for reimbursement of costs associated with the additional embankment required to raise the roadway elevation. This increase in height was the result of an error in the initial roadway elevation established by CEG on the RFP plan set. This price proposal is based upon the addition of 24,571.3 CY multiplied by price in the amount of \$7.50 per CY that is indicated on our schedule of values.

As a result of this extra work, OHLNA/Community Asphalt Corporation respectfully requests that eleven days be added to the project's Allowable Contract Time. This value is based upon a proration of the time versus original embankment quantity as indicated on our CPM Schedule.

Your consideration of this matter is greatly appreciated.

Respectfully,

Rickie L Shepherd

Digitally signed by Rickie L
Shepherd
Date: 2019.03.15 11:03:38 -04'00'

Rick Shepherd, Project Manager
Community Asphalt Corp.
(772) 643-1338

Certified General Contractor
License Number: CG CO11475
www.cacorp.net



June 21, 2019

□ **Corporate:**

9725 NW 117
Avenue Suite 110
Miami, FL 33178
Tel. +1 305 884-9444
Fax: +1 305 884-9448 Main
Fax: +1 305 884-9449 Eng.

Mr. Frank Watanabe Engineering Division Manager
City of Palm Bay Public Works
1050 Malabar Road
Palm Bay, Florida 32907

□ **Miami:**

14005 NW 186th
Street Hialeah, FL
33018
Tel. +1 305 829-0700
Fax: +1 305 829-8772

Re: St. Johns Heritage Parkway, Brevard County From I-95 to Babcock Street
City of Palm Bay Project No. 15PW11
RFP #02-0-2017/JM
CAC Project #7171

Subject: Revised Price Proposal for the Relocation of DS-83

□ **West Palm Beach:**

7795 Hooper Road,
West Palm Beach, FL 33411
Tel. +1 561 790-6467
Fax: +1 561 790-1073

Dear Mr. Watanabe,

□ **Vero Beach:**

5100 29th Court
Vero Beach, FL 32967
Tel. +1 772 770-3771
Fax: +1 772 770-3707

As previously discussed, Community Asphalt is pleased to present a revised price proposal in the amount of **\$19,727.82** for the relocation of DS-83. The reason for this relocation is as follows. In accordance with the requirements of the RFP, the Design-Build Team designed and installed DS-83 at station 13038+28.86, 94 Lt. to align with a proposed ditch that was to connect with the existing northern main ditch. At the request of the City of Palm Bay, DS-83 is to be relocated to approximately station 13037+93, 94 Lt. to align with the centerline of the established drainage easement.

Certified General Contractor
License Number: CG CO11475
www.cacorp.net

This revision of the price is the result of not including the work related to the clearing and excavation of the proposed connection ditch northerly from the revised location of DS-83 (13037+93, 94 Lt.)

The work that is included with this price proposal is as follows:

- Install well points
- Remove the recently installed 24" PPP that is currently easterly of DS-84
- Brick up the existing 24" pipe opening on the easterly side of DS-84
- Cut a new 24" pipe opening in the northerly side of DS-84
- Install approximately 13 LF of 24" PPP northerly out of DS-84
- Install the DS-83 (MES) at approximate station 13037+93, 94 Lt.
- Remove well points.

May we have your approval/acceptance of this price proposal?

Respectfully,

Rickie L Shepherd

Digitally signed by Rickie L
Shepherd
Date: 2019.06.21 13:51:33 -04'00'

Rick Shepherd, Project Manager
Community Asphalt Corp.
(772) 643-1338



**Community
Asphalt**
OHL Group

□ **Corporate:**

9725 NW 117
Avenue Suite 110
Miami, FL 33178
Tel: +1 305 884-9444
Fax: +1 305 884-9448 Main
Fax: +1 305 884-9449 Eng.

March 15, 2019

□ **Miami:**

14005 NW 186th
Street Hialeah, FL
33018
Tel: +1 305 829-0700
Fax: +1 305 829-8772

Mr. Frank Watanabe Engineering Division Manager
City of Palm Bay Public Works
1050 Malabar Road
Palm Bay, Florida 32907

□ **West Palm Beach:**

7795 Hooper Road,
West Palm Beach, FL 33411
Tel: +1 561 790-6467
Fax: +1 561 790-1073

Re: St. Johns Heritage Parkway, Brevard County From I-95 to Babcock Street
City of Palm Bay Project No. 15PW11
RFP #02-0-2017/JM
CAC Project #7171

Subject: Request for Change Order for Installing 20" Steel Casing in Lieu of PVC

□ **Vero Beach:**

5100 29th Court
Vero Beach, FL 32967
Tel: +1 772 770-3771
Fax: +1 772 770-3707

Dear Mr. Watanabe,

At the request of the City of Palm Bay, Community Asphalt is pleased to present a price proposal in the amount of **\$15,060.31** for reimbursement of costs associated with the installation of 2 - 20" Steel Casings. The original Request of Proposal from the City of Palm Bay required that 2 - 20" PVC Casings be installed at approximate station 13011+00. The City of Palm requested that Community Asphalt install 2 - 20" Steel Casing in lieu of the PVC

May we have your approval for this price quote?

Respectfully,

Rickie L Shepherd

Digitally signed by Rickie L
Shepherd
Date: 2019.05.23 18:24:15 -04'00'

Rick Shepherd, Project Manager
Community Asphalt Corp.
(772) 643-1338

Certified General Contractor
License Number: CG CO11475
www.cacorp.net





**Community
Asphalt**
OHL Group

□ **Corporate:**

9725 NW 117
Avenue Suite 110
Miami, FL 33178
Tel: +1 305 884-9444
Fax: +1 305 884-9448 Main
Fax: +1 305 884-9449 Eng.

May 10, 2019

□ **Miami:**

14005 NW 186th
Street Hialeah, FL
33018
Tel: +1 305 829-0700
Fax: +1 305 829-8772

Mr. Frank Watanabe Engineering Division Manager
City of Palm Bay Public Works
1050 Malabar Road
Palm Bay, Florida 32907

□ **West Palm Beach:**

7795 Hooper Road,
West Palm Beach, FL 33411
Tel: +1 561 790-6467
Fax: +1 561 790-1073

Re: St. Johns Heritage Parkway, Brevard County From I-95 to Babcock Street
City of Palm Bay Project No. 15PW11
RFP #02-0-2017/JM
CAC Project #7171

Subject: Request for Change Order for Pond 3 Driveway Reinstatement

□ **Vero Beach:**

5100 29th Court
Vero Beach, FL 32967
Tel: +1 772 770-3771
Fax: +1 772 770-3707

Dear Mr. Watanabe,

As previously discussed, Community Asphalt is pleased to present a price proposal in the amount of **\$1,750.00** for reimbursement of engineering costs associated with reinstating the Pond 3 Driveway into the final set of design plans for the St. John's Heritage Parkway.

Attached you will find our spread sheet showing the cost break down and applicable mark-ups as well as the BSE back-up documentation for your review and approval.

Your consideration of this matter is greatly appreciated.

Respectfully,

Rickie L
Shepherd

Digitally signed by Rickie L
Shepherd
Date: 2019.05.10 09:48:39
-04'00'

Rick Shepherd, Project Manager
Community Asphalt Corp.
(772) 643-1338

Certified General Contractor
License Number: CG CO11475
www.cacorp.net





LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

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

DATE: September 19, 2019

RE: One (1) Appointment – Business Improvement District

The vacancy has been announced at several regular Council meetings and applications solicited for the same.

This board is comprised of members representing various fields. The aforementioned vacancy represents the '**bank or financial institution**' position.

The following application has been received:

Brenda Marvin
541 Hallcrest Street, SW 32908

REQUESTING DEPARTMENT(S):
Legislative Department

FISCAL IMPACT:
None

RECOMMENDATION:
Motion to approve the appointment of one (1) member to serve on the Business Improvement District.

Attachment(s): 1) Application (available upon request)

/jcd



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

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

DATE: September 19, 2019

RE: One (1) Appointment – Melbourne-Tillman Water Control District

As you may recall, the term of James Tapp, Jr. will expire on September 30, 2019. Mr. Tapp has reapplied to continue service on the board.

The expiring term has been announced at the last two regular Council meetings and applications solicited for same. The following application has been received.

James Tapp, Jr.
132 Kyle Ct., NE 32907

REQUESTING DEPARTMENT(S):
Legislative Department

FISCAL IMPACT:
None

RECOMMENDATION:
Motion to approve the appointment of one (1) member to serve on the Melbourne-Tillman Water Control District.

Attachment(s): 1) Application (available upon request)

/jcd



COMMITTEE AND COUNCIL REPORTS

- **Florida Puerto Rican Hispanic Chamber of Commerce**

Committee Reports


- **Space Coast Transportation Planning Organization**
- **Space Coast League of Cities**
- **Tourist Development Council**

Council Reports



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Lisa Morrell, City Manager 

DATE: September 19, 2019

RE: FY 2019 Fourth Capital Improvements Program Amendment

The following is a summary of the revisions to the Capital Improvements Program/CIP in FY 2019.

Budget Amendment Modifications:

1. Bayfront Community Redevelopment – Transfer unused bond proceeds from the BCRA Loan Fund to the Bayfront CRA (06 Bond) CIP Fund to prepay a portion of the outstanding debt; on Budget Amendment #4 – **(\$990,848)**.
2. Fire Department – FDEM Hazard Mitigation Grant Program; appropriate grant revenue to the Fire Station Hardening Program project (19FD01); on Budget Amendment #4 – **\$313,436**.
3. Fire Department – FDEM Hazard Mitigation Grant Program; usage of salary savings for the Fire Station Hardening Program project (19FD01) required 25% city-match portion; on Budget Amendment #4 – **\$56,250**.
4. Fire Department – Purchase of one (1) Squad Vehicle for Fire Station #1; on Budget Amendment #4 – **\$43,852**.
5. Fire Department – Fire Impact Fee Funding for Fire Station # 5 (project 18FD01) remodeling, repairing of the exterior building, and removal of building retrofitting; on Budget Amendment #4 – **\$125,000**.
6. Fire Department – Fire Impact Fee Funding for the purchase of the Harris Symphony Premier Standard Console Package; on Budget Amendment #4 – **\$49,574**.
7. Police Department – LETF 19-07 – purchase of two (2) mowers \$8,970 & one (1) working canine \$10,000; on Budget Amendment #4 – **\$18,970**.
8. Police Department – Transfer salary savings (\$28,029) to the Building Department \$28,029 to purchase one (1) vehicle previously purchased for the Fire Marshal; the vehicle is no longer

needed as the position has been removed from the Building Department; on Budget Amendment #4 – **Net Impact \$0.**

9. Police Department – Usage of salary savings to purchase ten (10) marked vehicles; on Budget Amendment #4 – **\$278,407.**
10. Public Works Department – ROW Acquisition of six (6) vacant lots on Block 1702 for future expansion of Malabar Road; on Budget Amendment #4 – **\$84,500.**
11. Utilities Department – Additional funding for the WWTP Digester 6 Rehab project (18WS09) \$171,525 and the WWTP Bar Screen Replacement project (18WS14) \$209,579; on Budget Amendment #4 – **\$381,104.**
12. Public Works Department – GO Road Program Funding – Appropriate funding to the Eldron Blvd. Road Paving project (19GO02) \$1,922,577 and the Unit 41 Road Paving project (19GO03) \$1,223,262 for repaving and reconstruction – **\$3,145,839.**

Transfer of Funds Between Capital Projects/Accounts:

1. Utilities Department – Budget Transfer #62
Transfer funds from the Carbon Dioxide Systems project (19WS07) (\$6,542) to the Secondary Ponds Valve Improvements/Stairs project (15WS05) \$6,542 for engineering services - **\$0.**
2. Utilities Department – Budget Transfer #63
Transfer funds from the Carbon Dioxide Systems project (19WS07) (\$38,608) to the South Regional Water Treatment Plant Expansion project (18WS04) \$38,608 to support the design amendment to the Tetra Tech Task Order 01-2019-991 - **\$0.**
3. Public Works Department – Budget Transfer #65
Transfer funds from the FY 2019 Stormwater Utility Program (19SU01) (\$1,000) to the Unit 42 Pipe Replacement Phase III project (19SU10) \$1,000 for additional construction funding - **\$0.**
4. Public Works Department – Budget Transfer #70
Transfer funds \$390,500 to the Unit 42 Pipe Replacement Phase III project (19SU10) from the following projects: Riviera Drive @ C-75 (18SU02) (\$20,063); Walden Blvd @ C-42-R (18SU03) (\$21,428); Weldon Street @ C-42-R (18SU05) (\$22,732); Fairlight @ C-60 (18SU07) (\$25,000); Norwood Street Baffle Box Retrofit (18SU08) (\$25,000); San Filippo @ C-41-R (18SU10) (\$24,802); San Filippo @ C-42-R (18SU11) (\$21,649); Rockabye @ C-42-R (18SU12) (\$23,487); Powell Sub Drainage Mods (18SU13) (\$49,277); San Filippo @ C-9-R (18SU15) (\$9,142); Phase

II Pipe Replacement Unit 42 (19SU04) (\$147,920) - **\$0.**

5. Public Works Department – Budget Transfer #80

Transfer remaining funds from the completed Unit 42 Pipeline Replacement project (18SU16) (\$1,800) to the FY 2019 Stormwater Utility Program (19SU01) \$1,800 - **\$0.**

6. Utilities Department – Budget Transfer #85

Transfer funds from the Carbon Dioxide Systems project (19WS07) (\$105,120) to the North Regional Water Treatment Plant SCADA Upgrade (19WS21) \$105,120 for software and hardware funding - **\$0.**

7. Utilities Department – Budget Transfer #85

Transfer funds from the Cogan Drive WM and FM project (17WS03) (\$1,395) to the South Regional Water Reclamation Facility project (16WS05) \$1,395 for engineering services and legal ad funding - **\$0.**

8. Utilities Department – Budget Transfer #85

Transfer funds from the Chlorine Analyzers Replacement project (18WS17) (\$969) to the DIW Reservoir Rehab project (17WS15) \$969 for additional inventory funding - **\$0.**

9. Utilities Department – Budget Transfer #86

The outgoing bid for the WWTP Digester 6 Rehab project (18WS09), the WWTP Bar Screen Replacement project (18WS14) and the RAS/WAS Pump rehab project (18WS15) came in over budget; transfer (\$36,714) from the Chlorine Analyzers Replacement project (18WS17) and (\$169,311) from the Carbon Dioxide Systems project (19WS07) to 18WS09/\$88,478, 18WS14/\$108,139 and 18WS15/\$9,408 - **\$0.**

10. Fire Department – Budget Transfer #87

Tie approved CIP funding to the Fire Station 5 Rebuild project (18FD01) - **\$0.**

11. Utilities Department – Budget Transfer #89

Transfer approved budgeted funds from the 6401/Machinery & Equipment GL accounts for the Engineering/Construction Division (\$22,000) and Collections Division (\$43,000) to the correct 6403/Light Vehicles GL accounts for the purchase of two (2) additional vehicles - **\$0.**

12. Utilities Department – Budget Transfer #89

Funding within the Collections Division for the purchase of two (2) additional vehicles is not sufficient; transfer vehicle savings from the Distribution Division (\$19,523) to the Collections Division \$19,523 to off-set shortage - **\$0.**

13. Public Works Department – Budget Transfer #93

Transfer funds from the FY 2019 Stormwater Utility Program (19SU01) (\$50,000) to the Install Cured Pipe 23 project (19SU07) \$50,000 to fund revised footage requirements - **\$0.**

14. Bayfront Community Redevelopment Agency – Budget Transfer #94

Transfer approved CIP funding (\$56,500) to the appropriate expenditure accounts to support the Port Malabar Monolith/Gateway Signage Improvement project (19CR01) \$56,500 - **\$0.**

15. Public Works Department – Budget Transfer #96

Transfer funds from the FY 2019 Stormwater Utility Program (19SU01) (\$314,500) to the following projects: Unit 11 Pipe Replacement project (19SU11) \$154,750; Unit 15 Pipe Replacement project (19SU12) \$159,750 - **\$0.**

16. Utilities Department – Budget Transfer #97

Transfer funds from the Cogan Drive WM and FM project (17WS03) (\$22,716) to the South Regional Water Reclamation Facility project (16WS05) \$22,716 to fund bidding assistance expenses for the Wade Trim Task Order - **\$0.**

17. Utilities Department – Budget Transfer #99

The engineering/design task order of the Nash HSP/MCC Replacement project (19WS10) came in over budget; transfer funds from the Lift Stations RTU Replacement project (18WS10) (\$4,758) to 19WS10 \$4,758 - **\$0.**

Added/Removed Capital Projects, Addition/Reduction of Funding:

1. Public Works Department – Budget Transfer #54

Transfer non-capital funds to support unexpected operational needs for machinery and/or equipment of the new Public Works Crew Building - **\$11,000.**

2. Public Works Department – Budget Transfer #55

Mid-year adjustments – Transfer non-capital funds and capital funds from the Stormwater Drainage project (19SU01) (\$46,872) to the support the following expenditures: Pressure Washer Equipment \$4,100; Equipment Overhead Cover \$30,000; CAT Hydraulic Hammer \$9,436 – **Net (\$3,336).**

3. Fire Department – Budget Transfer #67

The Fire Station 5 Rebuild project (18FD01) capital accounts require adjustments as a portion of the approved funding cannot be capitalized; transfer (\$10,085) from the 6201/Buildings account

to the 6401/Machinery & Equipment account \$8,113 and other non-capital/operational accounts to supporting furnishing the Fire Station #5 – **Net (\$1,972).**

4. Public Works Department – Budget Transfer #68

Transfer non-capital funds to support the purchase of a 23.5 HP KAW 60” Titan 2500 lawnmower - **\$5,000.**

5. Public Works Department – Budget Transfer #69

Transfer funds from the FY 2019 Road Program (project 19RD01) to non-capital/operational accounts for legal invoices – **(\$12,993).**

6. Parks & Recreation Department – Budget Transfer #71

Transfer non-capital funds to the Oakwood Park Basketball Resurfacing project (19PR05) to support additional project expenditures; funding available from unspent Aquatic Center Temporary Employment Services - **\$4,002.**

7. Parks & Recreation Department – Budget Transfer #74

Transfer non-capital funds to the Fred Poppe Regional Park Sewer Conversion project (19PR06) for engineering design expenditures; funding available from unspent Aquatic Center Temporary Employment Services - **\$30,205.**

8. Public Works Department – Budget Transfer #79

Transfer non-capital funds to support the following expenditures: 15’ Eagle Flex Wing Rotary Motor \$21,413; balance from the purchase of two (2) 2019 Nissan Frontier Crew Cab SV 4WD Pick-Up Trucks \$2,475 - **\$23,888.**

9. Public Works Department – Budget Transfer #81

Transfer funds from the FY 2019 Road Program (project 19RD01) to non-capital/operational accounts to fund geotechnical testing required to determine suitability of existing materials – **(\$11,725).**

10. Public Works Department – Budget Transfer #82

Transfer funds from the FY 2019 Road Program (project 19RD01) to non-capital/operational accounts for Road Bond Program legal advertisement expenditures – **(\$1,500).**

11. Growth Management Department – Budget Transfer #83

Funding for vehicle computer desks and tag/tile expenditures for the two (2) 2019 Nissan Frontier Building Inspector vehicles were incorrectly budgeted in capital accounts; transfer funds to non-capital/operational accounts – **(\$832).**

12. Fire Department – Budget Transfer #91

Transfer funds from the Fire Station 5 Rebuild project (18FD01) to non-capital/operational accounts to fund purchases for furnishings of the Fire Station; expenditures do not qualify for capital program – **(\$10,686).**

13. Parks & Recreation Department – Budget Transfer #95

Transfer non-capital funds to the Fred Poppe Regional Park Sewer Conversion project (19PR06) for CAD drafting expenditures not included in the original proposal; funding available from unspent Aquatic Center Temporary Employment Services - **\$1,833.**

14. Fire Department – Budget Transfer #100

A total of \$30,000 was budgeted in the 6401/Machinery & Equipment GL account; attach \$21,682 to the Fire Station Hardening project (19FD01) within the same GL account and transfer the remaining \$8,318 to non-capital funds for Fire Station 1 operational expenditures – **(\$8,318).**

Corrections to Resolution No. 2019-20; Exhibit “A”:

The following corrections have been made to Exhibit “A” within Resolution No. 2019-20; the funding was accurately reflected in the Legislative Memo and accurately recorded within the Accounting System; however, the amounts were transposed within the Exhibit portion of the Resolution:

1. Public Works Department - Funding to use Stormwater Utility Funds for design & construction of several Stormwater Utility Projects; approved by Council 03/07/2019; on Budget Amendment #3 – **\$2,100,000.**

- a. The FY 2019 Amendment was recorded under the Harper Blvd. @ C-18 Culvert project (18SU14)

2. Public Works Department – Additional funding for the Harper Boulevard @ C-18 Culvert Replacement Project (18SU14) due to unexpected costs discovered during the design process; approved by Council 03/07/2019; on Budget Amendment #3 – **\$100,000.**

- a. The FY 2019 Amendment was recorded under the FY 2019 Stormwater Utility Program project (19SU01)

September 19, 2019

Page 7

REQUESTING DEPARTMENTS:

Finance Department, Growth Management Department; Parks & Recreation Department; Police Department; Fire Department; Public Works Department; Utilities Department; and Bayfront Community Redevelopment Agency (BCRA).

RECOMMENDATION:

Motion to adopt, by Resolution, the Fourth Amendment to the FY 2019 Capital Improvements Program.

Attachment: 1) Resolution, Including Exhibit A – Available Upon Request

AC/ab

RESOLUTION 2019-30

A RESOLUTION OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING RESOLUTION 2018-49, AS AMENDED BY RESOLUTIONS 2018-66, 2019-10 and 2019-20, ADOPTING THE FIVE-YEAR CAPITAL IMPROVEMENTS PROGRAM FOR THE FISCAL YEARS 2018-2019 THROUGH 2022-2023 FOR THE CITY OF PALM BAY; RESCINDING RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Palm Bay's Capital Improvements Program, formally known as the Community Investment Program, was adopted by the City Council on September 18, 2018.

WHEREAS, the City of Palm Bay desires to amend the Capital Improvements Program.

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

SECTION 1. Resolution 2018-49, as amended by Resolutions 2018-66, 2019-10 and 2019-20, is hereby amended by including additional projects to the Five-Year Community Investment Program for Fiscal Years 2018-2019 through 2022-2023, which are, by reference, incorporated herein as Exhibit "A".

SECTION 2. This resolution shall take effect immediately upon the enactment date.

This Resolution was duly enacted at Meeting 2019-___, of the City Council of the City of Palm Bay, Brevard County, Florida, held on _____, 2019.

William Capote, MAYOR

ATTEST:

Terese M. Jones, CITY CLERK

City of Palm Bay, Florida

Resolution 2019-30

EXHIBIT "A"

(Utilities Department)

Fund	Department Division	Project Number	Capital Improvements Program Summary	FY 2019 Adopted CIP Budget	FY 2018 to FY 2019 Rollovers	FY 2019 Amendments	New Project TOTAL	TOTAL FY 2019
Utilities Operating								
421	8010-536-6101	19WS01	Utility Land Needs	100,000	0	0	100,000	100,000
421	8010-536-6403	N/A	Vehicle Replacements	23,000	0	0	23,000	23,000
421	8013-536-6401	N/A	Additional Vehicle Requests	22,000	0	(22,000)	0	0
421	8013-536-6403	N/A	Additional Vehicle Requests	0	0	22,000	22,000	22,000
421	8014-536-6401	N/A	Portable Ultrasonic Flow Meter	16,233	0	0	16,233	16,233
421	8014-536-6403	N/A	Vehicle Replacements	101,000	0	0	101,000	101,000
421	8018-536-6401	N/A	Glassware Dishwasher & Laboratory Refrigerator	12,600	0	(3,782)	8,818	8,818
421	8020-533-6322	N/A	Meter Services - New Installations	245,000	0	0	245,000	245,000
421	8020-533-6401	N/A	Mini Excavator and Towmaster Trailer	76,000	0	0	76,000	76,000
421	8020-533-6401	N/A	Additional Water Distribution Equipment	54,632	0	0	54,632	54,632
421	8020-533-6401	N/A	FX65 Trainer Mounted Vacuum Excavator	107,000	0	(107,000)	0	0
421	8020-533-6401	N/A	GPS Unit	0	0	8,465	8,465	8,465
421	8020-533-6401	N/A	Machinery & Equipment	0	0	35,535	35,535	35,535
421	8020-533-6403	N/A	Vehicle Replacements	122,000	0	(19,523)	102,477	102,477
421	8020-533-6324	17WS02	I-95/Parkway WM and FM	0	16,712	0	16,712	16,712
421	8024-533-6309	18WS23	NRWTP Rear Yard Swale & Fenc Imprs	0	48,357	7,619	55,976	55,976
421	8024-533-6221	18WS20	NRWTP Treatment Unit Aerator Tray	0	40,000	(40,000)	0	0
421	8024-533-6221	19WS12	NRWTP Sludge Dewatering	0	0	103,000	103,000	103,000
421	8024-533-6323	18WS23	NRWTP Rear Yard Swale & Fenc Imprs	0	18,173	0	18,173	18,173
421	8030-535-6325	17WS02	I-95/Parkway WM and FM	0	16,712	0	16,712	16,712
421	8030-535-6327	16WS07	Palm Vista Lift Station	0	1,320,319	0	1,320,319	1,320,319
421	8030-535-6401	N/A	Additional Vehicle Requests	43,000	0	(43,000)	0	0
421	8030-535-6403	N/A	Additional Vehicle Requests	0	141,169	62,523	203,692	203,692
421	8030-535-6404	N/A	Combination Sewer Cleaner and Nozzles	450,000	0	0	450,000	450,000
421	8034-535-6221	17WS13	Clarifier 2 - NRWTP	0	2,290	0	2,290	2,290
421	8034-535-6221	17WS16	WRF Denitrification Project	0	1,315,548	0	1,315,548	1,315,548
421	8034-535-6221	19WS20	Reuse TSS Meter Installation	0	0	30,600	30,600	30,600
421	8034-535-6401	N/A	Reuse TSS Meters	29,100	0	(29,100)	0	0
Utilities Connections Fee Fund								
423	8021-533-6221	18WS04	SRWTP Expansion	0	510,000	249,806	759,806	759,806
423	8021-533-6324	17WS03	Cogan Drive WM and FM	0	14,439	0	14,439	14,439
423	8021-533-6324	19WS14	Culver Drive Utility Relocations	109,109	0	0	109,109	109,109
423	8031-535-6221	16WS05	South Regional Water Reclamation Fac	0	13,681	30,423	44,104	44,104
423	8031-535-6325	17WS03	Cogan Drive WM and FM	0	101,855	(30,423)	71,432	71,432
423	8031-535-6327	17WS08	I-95 I/C Regional Lift Station	0	115,000	0	115,000	115,000
Utilities Renewal and Replacement Fund								
424	8022-533-6221	12WS02	Repl of Large Diameter Steel Pipe	0	1,001,037	0	1,001,037	1,001,037
424	8022-533-6221	14WS01	.5 mg Storage Tank Repair	0	48,560	0	48,560	48,560
424	8022-533-6221	15WS02	Filter Rehabilitation	0	311,668	186,419	498,087	498,087
424	8022-533-6221	16WS01	Treatment Unit Rehabilitation	1,440,000	9,520	279,602	1,729,122	1,729,122
424	8022-533-6221	16WS04	NO Reg RO Plant Rehab	112,000	138,000	(250,000)	0	0
424	8022-533-6221	17WS04	Tsf Filter/Backwash Pump	0	306,319	0	306,319	306,319
424	8022-533-6221	18WS02	NRWTP Slaker Replacement	0	18,719	(11,107)	7,612	7,612
424	8022-533-6221	18WS04	SRWTP Expansion	0	0	38,608	38,608	38,608
424	8022-533-6221	18WS06	NRWTP High Service Pumps Repl	420,000	46,798	0	466,798	466,798
424	8022-533-6221	18WS17	NRWTP Chlorine Analyzers Repl	0	47,873	(45,064)	2,809	2,809
424	8022-533-6221	18WS19	NRWTP Generator & Air Compressor Repl	438,000	29,936	0	467,936	467,936
424	8022-533-6221	18WS29	SRWTP Bleach Pump #4	0	16,678	(844)	15,834	15,834
424	8022-533-6318	17WS22	Well 17 Rehab	0	63,878	0	63,878	63,878
424	8022-533-6318	19WS17	Rehabilitation of Water Wells	0	0	49,711	49,711	49,711
424	8022-533-6221	19WS03	South Regional WPT Feed Line Restoration	85,000	0	0	85,000	85,000
424	8022-533-6221	19WS07	Carbon Dioxide System	546,000	0	(506,000)	40,000	40,000
424	8022-533-6221	19WS08	Sodium Hypochlorite Pump Skid Replacement	53,000	0	0	53,000	53,000
424	8022-533-6221	19WS10	Nash Street High Service Pump Replacement	75,000	0	4,758	79,758	79,758
424	8022-533-6221	19WS11	NRWTP Lime Slaking Silo Replacement	50,000	0	0	50,000	50,000
424	8022-533-6221	19WS12	Spent Lime Sludge Dewatering	103,000	0	0	103,000	103,000
424	8022-533-6221	19WS21	NRWTP SCADA Upgrade	0	0	105,120	105,120	105,120
424	8022-533-6322	N/A	Meter Services - Replacements	175,000	0	0	175,000	175,000
424	8022-533-6324	19WS02	Public Works Utility Relocation Projects	307,800	0	0	307,800	307,800
424	8022-533-6324	19WS06	Valve Replacement Program	148,000	0	0	148,000	148,000
424	8022-533-6324	19WS09	Valve Replacement - Country Club	135,500	0	0	135,500	135,500
424	8022-533-6324	19WS13	Fire Hydrant Replacements	188,000	0	0	188,000	188,000
424	8022-533-6324	19WS14	Culver Drive Utility Relocations	163,664	0	0	163,664	163,664
424	8032-535-6221	15WS05	Secondary Ponds Valve Improvements	0	215,435	7,104	222,539	222,539
424	8032-535-6221	15WS07	SCADA Improvements	0	26,472	0	26,472	26,472
424	8032-535-6221	18WS01	Reuse High Service Pumps Repl	0	566,000	0	566,000	566,000
424	8032-535-6221	18WS09	WWTP Digester 6 Rehabilitation	0	355,619	260,003	615,622	615,622
424	8032-535-6221	18WS14	WWTP Bar Screen Replacement	368,000	2,732	317,718	688,450	688,450
424	8032-535-6221	18WS15	RAS/WAS Pump Rehabilitation	470,000	2,507	9,408	481,915	481,915
424	8032-535-6221	19WS05	AquaDisk System Upgrade	29,050	0	0	29,050	29,050
424	8032-535-6325	14WS07	Cable Lane Sewer Replacement	0	392,098	(48,900)	343,198	343,198
424	8032-535-6325	18WS08	ARV Upgrade Program	0	91,302	0	91,302	91,302
424	8032-535-6325	18WS30	Sewer Pipe/Manhole Repair (US #1/TC)	0	80,000	0	80,000	80,000

City of Palm Bay, Florida
Resolution 2019-30

EXHIBIT "A"
(Utilities Department)

Fund	Department Division	Project Number	Capital Improvements Program Summary	FY 2019 Adopted CIP Budget	FY 2018 to FY 2019 Rollovers	FY 2019 Amendments	New Project TOTAL	TOTAL FY 2019
424	8032-535-6325	19WS02	Public Works Utility Relocation Projects	48,000	0	0	48,000	48,000
424	8032-535-6325	19WS04	Cherry Hill Manhole Replacement	50,500	0	48,900	99,400	99,400
424	8032-535-6325	19WS14	Culver Drive Utility Relocations	59,877	0	0	59,877	59,877
424	8032-535-6326	17WS15	DIW Reservoir Rehabilitation	505,000	127,916	35,772	668,688	668,688
424	8032-535-6327	18WS10	Lift Stations RTU Replacment Prog	169,612	169,612	(29,016)	310,208	310,208
424	8032-535-6327	18WS11	Lift Station Electrical Panel Repl Prog	143,325	136,500	0	279,825	279,825
424	8032-535-6327	18WS21	Lift Station Valve Pit Elimination Prog	0	239,299	0	239,299	239,299
424	8032-535-6327	19WS19	Rehab Lift Station 48	0	0	44,640	44,640	44,640
Main Line Extension Fee Fund								
425	8021-533-6324	18WS07	Palm Bay Hospital Water Main Loop	0	168,000	0	168,000	168,000
425	8021-533-6324	19WS15	Garvey Road SW Water Main Line Extension	130,152	0	0	130,152	130,152
425	8021-533-6324	19WS16	Water Main Line Extension - Franklin & Walmsley	29,000	0	0	29,000	29,000
TOTAL UTILITY DEPARTMENT ONLY				7,953,154	8,286,733	751,975	16,991,862	16,991,862

City of Palm Bay, Florida

Resolution 2019-30

EXHIBIT "A"

(Non-Utility Departments)

Fund	Department Division	Project Number	Capital Improvements Program Summary	FY 2019 Adopted CIP Budget	FY 2018 to FY 2019 Rollovers	FY 2019 Amendments	New Project TOTAL	TOTAL FY 2019
Communications & Information Technology								
001	2310-519-6413	18IT01	VOIP Network & Telephone Upgrade	0	471,576	0	471,576	471,576
001	2310-519-6413	18IT02	HD Video Upgrade-Council Chambers	0	46,690	0	46,690	46,690
001	2310-519-6413	N/A	Network Equipment	0	435,632	0	435,632	435,632
Facilities								
001	4525-519-6201	14PW07	PW Crew Building	0	42,518	12,335	54,853	54,853
001	4525-519-6401	18FM03	Honeywell Performance	0	2,587,040	0	2,587,040	2,587,040
Police								
001	5011-521-6403	N/A	Police Vehicle (Purchase from Building Fund)	0	0	0	0	0
101	5040-521-6401	N/A	Latitude Fentanyl Filtered Hood	0	79	8,350	8,429	8,429
101	5040-521-6401	N/A	Lawn Mower (PB Regional Training Center)	0	0	8,970	8,970	8,970
101	5040-521-6403	N/A	2019 Ford Transit T150 Crime Scene Van/Light Vehicles	0	0	29,136	29,136	29,136
Fire								
001	6012-522-6201	18FD01	Fire Station #5	0	0	279,229	279,229	279,229
001	6012-522-6201	19FD01	Fire Station Hardening Program	0	0	230,265	230,265	230,265
001	6012-522-6401	18FD01	Fire Station #5	0	0	8,113	8,113	8,113
001	6012-522-6401	19FD01	Fire Station Hardening Program	0	0	161,103	161,103	161,103
001	6012-522-6401	N/A	Generator - Fire Station #2	30,000	0	(30,000)	0	0
001	6012-522-6405	18FD01	Fire Station #5	300,000	6,890	(300,000)	6,890	6,890
153	6050-522-6201	18FD01	Fire Station #5	80,000	0	125,000	205,000	205,000
153	6050-522-6408	19FD02	Fire Dispatch Upgrade	0	0	49,574	49,574	49,574
Growth Management								
111	3353-554-6201	14CD01	Homes for Warriors	0	307,874	0	307,874	307,874
111	3353-554-6201	17CD03	Homes/Warriors Hunt St	0	7,354	0	7,354	7,354
112	3353-554-6201	18FD01	Portion of Fire Station 5 Rebuild	337,315	452,447	0	789,762	789,762
112	3353-554-6308	14CDBG	Uncommitted & Available Funds	0	572,425	0	572,425	572,425
114	3353-554-6201	14CD01	Homes for Warriors	0	95,621	0	95,621	95,621
451	3320-524-6403	N/A	Replacement Vehicles (2) for Building Fleet	45,000	0	(832)	44,168	44,168
451	3320-524-6407	N/A	Trak-It Software Purchase	0	508,960	25,500	534,460	534,460
451	3320-524-6407	N/A	Credit Card Processing (Central Square)	0	0	22,870	22,870	22,870
Parks & Recreation								
001	4026-572-6332	19PR01	West Oaks Playground Replacement	90,000	0	0	90,000	90,000
001	4026-572-6301	19PR05	Oakwood Basketball Resurfacing	0	0	16,002	16,002	16,002
001	4026-572-6301	19PR06	FPRP Sewer Conversion	0	0	32,038	32,038	32,038
301	4090-572-6308	16PK08	Campground @ PB Reg Park	0	1,697,195	0	1,697,195	1,697,195
154	4050-572-6301	18PR01	MUSCO Control Link/Ballfield Lights	0	101,000	0	101,000	101,000
154	4050-572-6308	16PK08	Campground @ PB Reg Park	0	50,303	0	50,303	50,303
154	4050-572-6308	18PR04	Wake Foreset BB Court	0	80,816	0	80,816	80,816
154	4050-572-6401	N/A	Turf Equipment	0	0	12,320	12,320	12,320
154	4050-572-6401	N/A	Additional Movie Equipment	0	0	36,000	36,000	36,000
154	4050-572-6332	17PR06	PB Senior Ctr Imprvs	0	4,321	0	4,321	4,321
Public Works								
001	7017-541-6401	N/A	Machiner/Equipment for Crew Building	0	0	11,000	11,000	11,000
155	7050-541-6303	19PW01	Emerson Reconstruction	50,000	0	0	50,000	50,000
155	7050-541-6316	18PW01	SJHP Traffic Signal @ Malabar	0	298,289	0	298,289	298,289
155	7050-541-6316	16PW13	Culver Street	0	1,961,967	147,413	2,109,380	2,109,380
155	7050-541-6101	N/A	Land Acquisition - Four (4) Lots/ROW Malabar Rd.	0	0	57,000	57,000	57,000
155	7050-541-6101	N/A	Land Acquisition - Six (6) Lots/ROW Malabar Rd.	0	0	84,500	84,500	84,500
301	7090-539-6301	13PW02	Bus Shelter Installation	0	146,086	0	146,086	146,086
301	7090-541-6315	18PW02	Safe Route to Schools	0	132,100	0	132,100	132,100
306	7090-541-6303	15PW11	South I-95 Interchange/Pkwy	0	755,710	0	755,710	755,710
307	7090-541-6304	16PW13	Culver St	0	9,353	0	9,353	9,353
307	7090-541-6304	16PW14	RJ Conlan	0	1,024,180	(15,394)	1,008,786	1,008,786
307	7090-541-6304	17PW09	Krassner Dr Repaving	0	61,172	(29,310)	31,862	31,862
307	7090-541-6304	17PW10	Garvey Rd Repaving	0	17,383	0	17,383	17,383
307	7090-541-6304	17PW11	Eldron Blvd Repaving	0	6,166	0	6,166	6,166
307	7090-541-6304	18RD01	FY 18 Road Program	0	1,096,269	(1,096,269)	0	0
307	7090-541-6304	18RD06	Malabar @ PB Rd Left Turn Reconfiguration	0	65,000	(7,445)	57,555	57,555
307	7090-541-6304	18RD07	Malabar Rd Widen Prelim.	0	12,450	0	12,450	12,450
307	7090-541-6304	19RD01	FY 19 Road Program	200,000	0	1,993,989	2,193,989	2,193,989
307	7090-541-6304	19RD02	Rejuvenation of 7 City Roads	0	0	50,000	50,000	50,000
307	7090-541-6315	18PW02	Safe Route to Schools	0	326	1,950	2,276	2,276
307	7090-541-6331	18RD05	Dynamic Speed Feedback Signs (DSFS)	0	0	0	0	0
308	7090-541-6303	15PW11	South I-95 Interchange/Pkwy	0	8,047,985	0	8,047,985	8,047,985
309	7090-541-6303	19GO02	Eldron Blvd Road Paving	0	0	1,922,577	1,922,577	1,922,577
309	7090-541-6303	19GO03	Unit 41 Road Paving	0	0	1,223,262	1,223,262	1,223,262
461	7081-541-6401	N/A	SWU Machinery & Equipment	0	0	32,788	32,788	32,788
461	7083-538-6309	17PW06	PB Treatment Train in HTC	0	82,245	(39,649)	42,596	42,596
461	7083-538-6309	18SU01	FY 18 Stormwater Utility Program	0	704,820	(704,820)	0	0
461	7083-538-6309	18SU02	Riviera Dr @ C-75 Culvert	0	20,063	(20,063)	0	0
461	7083-538-6309	18SU03	Walden Blvd @ C-42-R Culvert	0	21,428	(21,428)	0	0
461	7083-538-6309	18SU04	Pembroke Ave @ C-75 Culvert	0	272,561	(20,000)	252,561	252,561
461	7083-538-6309	18SU05	Weldon St @ C-42-R Culvert	0	22,732	(22,732)	0	0
461	7083-538-6309	18SU06	Emerson Dr @ C-75 Culvert	0	411,447	(70,000)	341,447	341,447
461	7083-538-6309	18SU07	Fairlight @ C-60 Culvert	0	25,000	(25,000)	0	0
461	7083-538-6309	18SU08	Norwood Baffle Box Retrofit	0	25,000	(25,000)	0	0

City of Palm Bay, Florida
Resolution 2019-30

EXHIBIT "A"
(Non-Utility Departments)

Fund	Department Division	Project Number	Capital Improvements Program Summary	FY 2019 Adopted CIP Budget	FY 2018 to FY 2019 Rollovers	FY 2019 Amendments	New Project TOTAL	TOTAL FY 2019
461	7083-538-6309	18SU09	Peeble Ave @ C-75 Culvert	0	293,248	(20,000)	273,248	273,248
461	7083-538-6309	18SU10	San Filippo @ C-41-R Culvert	0	24,802	(24,802)	0	0
461	7083-538-6309	18SU11	San Filippo @ C-42-R Culvert	0	21,649	(21,649)	0	0
461	7083-538-6309	18SU12	Rockabye @ C-42-R Culvert	0	23,487	(23,487)	0	0
461	7083-538-6309	18SU13	Powell Sub Drainage Mods	0	49,277	(49,277)	0	0
461	7083-538-6309	18SU14	Harper Blvd @ C-18 Culvert	0	50,000	60,000	110,000	110,000
461	7083-538-6309	18SU15	San Filippo @ C-9-R Crossing	0	99,142	(99,142)	0	0
461	7083-538-6309	18SU16	Unit 42 Pipe Replacement	0	474,750	88,200	562,950	562,950
461	7083-538-6309	19SU01	FY19 Stormwater Utility Program	2,959,950	0	(1,133,640)	1,826,310	1,826,310
461	7083-538-6309	19SU02	Culvert Replacement Garvey C17	0	0	350,000	350,000	350,000
461	7083-538-6309	19SU03	Culvert Replacement Garvey C18	0	0	350,000	350,000	350,000
461	7083-538-6309	19SU04	PH II Pipe Replacement Unit 42	0	0	626,580	626,580	626,580
461	7083-538-6309	19SU05	Replace Pipe Crossing Unit 44	0	0	7,250	7,250	7,250
461	7083-538-6309	19SU06	PH2 Unit 44 Pipe Replacement	0	0	7,250	7,250	7,250
461	7083-538-6309	19SU08	Unit 31 Pipeline Replacement	0	0	1,105,500	1,105,500	1,105,500
461	7083-538-6309	19SU09	Unit 32 Pipeline Replacement	0	0	805,500	805,500	805,500
461	7083-538-6309	19SU07	Install Cured Pipe 23	0	0	570,000	570,000	570,000
461	7083-538-6309	19SU10	Unit 42 Pipe Replacement Phase III	0	0	391,500	391,500	391,500
461	7083-538-6309	19SU11	Unit 11 Pipe Replacement	0	0	154,750	154,750	154,750
461	7083-538-6309	19SU12	Unit 15 Pipe Replacement	0	0	159,750	159,750	159,750
461	7084-541-6211	N/A	Pressure Washer Equipment & Overhead Cover	0	0	34,100	34,100	34,100
461	7084-541-6401	N/A	Vehicle/Equipment Replacement (Machinery)	673,000	0	(176,435)	496,565	496,565
461	7084-541-6401	N/A	Survey/Permitting Equipment Improvements	27,546	0	0	27,546	27,546
461	7084-541-6401	N/A	CAT Hydraulic Hammer	0	0	9,436	9,436	9,436
461	7084-541-6401	N/A	Two(2) 2019 Nissan Frontier Crew Cab SV 4WD Pick-Up Truck	0	0	21,413	21,413	21,413
461	7084-541-6403	N/A	Vehicle/Equipment Replacement (Light Vehicles)	50,000	134,180	2,475	186,655	186,655
461	7084-541-6404	N/A	Vehicle/Equipment Replacement (Construction Vehicles)	301,005	611,486	144,396	1,056,887	1,056,887
471	7036-534-6211	N/A	(1) Carport & (1) Shed (Vehicle/Equipment Shelters)	0	0	8,639	8,639	8,639
521	7070-519-6401	N/A	23.5 HP KAW 60” Titan 2500 Lawnmower	0	0	5,000	5,000	5,000
521	7070-519-6403	N/A	Light Vehicles	0	322,553	0	322,553	322,553
521	7070-519-6403	N/A	Replace CIT Vehicle #3203	22,500	0	0	22,500	22,500
521	7070-519-6403	N/A	K-9 Conversion/Police Cruiser	0	0	5,100	5,100	5,100
521	7070-519-6403	N/A	Police Vehicles - New Acquisition (6)	175,960	0	0	175,960	175,960
521	7070-519-6403	N/A	Police Vehicles - Replacements (3)	89,310	0	0	89,310	89,310
521	7070-519-6403	N/A	Police Vehicles - Replacements (10)	0	0	278,407	278,407	278,407
521	7070-519-6403	N/A	Code Vehicles - New Acquisition (3)	52,920	0	0	52,920	52,920
521	7070-519-6403	N/A	Fire - Squad Vehicle	0	0	43,852	43,852	43,852
			TOTAL NON-UTILITY DEPARTMENTS ONLY EXCLUDING BCRA	5,484,506	24,793,047	7,834,008	38,111,561	38,111,561
			Bayfront Community Redevelopment Agency (BCRA)					
181	9110-541-6301	19CR01	Signage/Improvements (Pt. Malabar/Monolith)	0	0	6,500	6,500	6,500
181	9110-541-6331	19CR01	Signage/Improvements (Pt. Malabar/Monolith)	0	0	50,000	50,000	50,000
181	9110-559-6301	18CR03	Pelican Harbor	0	15,836	0	15,836	15,836
181	9110-559-6308	18CR06	Liberia Park (Phase 1 Redesign)	0	19,602	0	19,602	19,602
303	3090-541-6101	16CR02	BCRA Redevelopment Plan Projects	0	888,259	0	888,259	888,259
303	3090-541-6101	N/A	Land Acquisition	0	0	(834,505)	(834,505)	(834,505)
303	3090-559-6305	16CR03	Mooring Field & Dredging	0	103,495	(103,495)	0	0
303	3090-559-6305	18CR01	Palm Bay Entrance Channel Dredging	0	50,000	(50,000)	0	0
			TOTAL BAYFRONT COMMUNITY REDEVELOPMENT AGENCY (BCRA)	0	1,077,192	(988,000)	89,192	89,192
			COMBINED TOTAL UTILITY & NON-UTILITY & BCRA	13,437,660	34,156,972	7,597,983	55,192,615	55,192,615



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Lisa Morrell, City Manager

A handwritten signature in black ink, appearing to read "Lisa Morrell".

DATE: September 19, 2019

RE: July 2019 Monthly Financial Report (Unaudited)

Attached for your information is the monthly financial report which will provide you with an overview of the City's financial activities which occurred through July 31, 2019. July is the tenth month of the fiscal year and represents 83% of the annual budget.

JULY 2019 CASH & INVESTMENTS HIGHLIGHTS

General Fund

Total General Fund cash and investments are up \$3,300,851.12 or 21.7% from the same period last year. General Fund Cash & Investments at 07/31/19 totaled \$18,522,678.52. From its primary General Fund revenue source, the City has received through July 31st, \$31,717,066.79 or 1.01% of the budgeted Ad Valorem Taxes for FY19. Ad Valorem taxes budgeted for FY19 is \$31,445,752 million, a budgeted increase of \$2.8 million from last fiscal year.

In comparison to the prior year in July, General Fund revenues decreased by \$1,845,324.59, while expenditures increased by \$4,052,128.34.

Impact Fee Funds

Transportation Impact Fee cash and investments is up \$1.4 million from one year ago. Increase revenue received can only be use for expanded capacity, not road maintenance.

Road Maintenance Fund

Cash balances in the Road Maintenance Fund has decreased from \$2.5 million in July 2018 to \$2.2 million in July 2019.

Stormwater Utility Fund

Cash and investment balances in the Stormwater Fund on July 30, 2019, totaled \$8.8 million. Revenue collections in FY19 through the end of July totaled \$10,665,764.80. Revenue collections through the end of July included \$73,478.24 in delinquent taxes previously billed by the Brevard County Tax Collector's office and Palm Bay Utility.

2018 LOGT NOTE Proceeds

Of the \$8.9 million in funds borrowed and received in February 2018 for road construction at the new I-95 exit, plus interest earned, \$4.3 million was unspent as of June 30, 2019. A total of \$3.6 million is encumbered as of July 31, 2019 for drawdown as work progresses on the project.

2019 GO Bond Proceeds

On July 15, 2019, the City closed on the first series of GO Bonds for road improvement throughout the City. A total of \$53,971,435 was received after allowing for issuance cost, underwriter discount and bond insurance expenses, estimated at \$837,376.25.

Citywide

The City's total cash and investments portfolio, increased to \$168,830,488.99 from \$99,224,734.78, an increase of \$69,605,754.21 or 70.1%, from July 2018 to July 2019. The increase in Citywide revenues is attributable to higher cash balances in funds such as General Fund, Transportation Impact Fee Fund, Building Fund, Stormwater Fund, loan proceeds for the I-95 exit road under construction and GO Bonds closed on in July.

REQUESTING DEPARTMENT:

Finance Department

FISCAL IMPACT:

None

RECOMMENDATION:

Motion to acknowledge receipt of the June 2019 Financial Report.

Attachment: 1) July 31, 2019 Monthly Financial Report (available upon request)



MONTHLY FINANCIAL REPORT (UNAUDITED)

JULY 2019

City of Palm Bay, Florida

Report Summary

Financial Report Summary

General Fund

- Year-to-Date Revenue
- Monthly Revenues
- Year-to-Date Expenditures
- Monthly Expenditures
- Year-to-Date Budget Comparison
- Cash & Investments
- Fund Balance

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Utilities Fund

- Year-to-Date Revenues
- Monthly Revenues
- Year-to-Date Expenditures
- Cash & Investments

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Stormwater Fund

- Year-to-Date Revenues
- Year-to-Date Expenditures
- Cash & Investments

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Building Fund

- Year-to-Date Revenues
- Year-to-Date Expenditures
- Cash & Investments

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General Obligation Road Program Fund

- Year-to-Date Revenues
- Year-to-Date Expenditures
- Cash & Investments

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MONTHLY FINANCIAL REPORT (UNAUDITED)

JULY 2019

CITY OF PALM BAY, FLORIDA



The City of Palm Bay, Florida's (the "City") monthly financial report presents an overview and analysis of the City's financial activities during the month of July 2019. July is the tenth month of the fiscal year and represents 83% of the annual budget.

Financial Report Summary

- Citywide revenues of \$212.5 million are at 94.3% of the annual budget. Citywide expenditures of \$142.2 million are at 63.1% of the annual budget. Traditionally revenue collections are two months in arrears. For this reason, certain revenues for grants and other governmental resources are accrued at year end to reflect the period in which it represents.
- Citywide cash and investments increased by \$69.6 million, or 70.1%, in comparison to the prior year.
- Most of the increased citywide revenues are a result of receiving the 2019 G.O. Road Bond proceeds. Most of the increased citywide expenditures are a result of increased year-to-date costs of the I-95 Connector Road project, the Energy Savings project, Public Safety, and budgeted transfers to the Road Maintenance CIP Fund.

Citywide - Cash & Investments		Citywide - Revenues		Citywide - Expenditures	
7/31/2019	\$ 168,830,488.99	7/31/2019	\$ 212,529,228.76	7/31/2019	\$ 142,177,671.26
7/31/2018	99,224,734.78	7/31/2018	156,559,846.96	7/31/2018	122,573,313.45
Increase	70.1% \$ 69,605,754.21	Increase	35.7% \$ 55,969,381.80	Increase	16.0% \$ 19,604,357.81

- General Fund revenues of \$62.3 million are at 80.0% of the annual budget. This is a decrease of \$1.8 million, or 2.9%, in comparison to the prior year.
- General Fund expenditures of \$60.2 million are at 77.3% of the annual budget. This is an increase of \$4.1 million, or 7.2%, in comparison to the prior year.
- General Fund cash and investments increased by \$3.3 million, or 21.7%, in comparison to the prior year. Of this increased General Fund cash, \$800,000 is reserved.

General Fund - Cash & Investments		General Fund - Revenues		General Fund - Expenditures	
7/31/2019	\$ 18,522,678.52	7/31/2019	\$ 62,304,726.44	7/31/2019	\$ 60,206,340.67
7/31/2018	15,221,827.40	7/31/2018	64,150,051.03	7/31/2018	56,154,212.33
Increase	21.7% \$ 3,300,851.12	Decrease	-2.9% \$ (1,845,324.59)	Increase	7.2% \$ 4,052,128.34

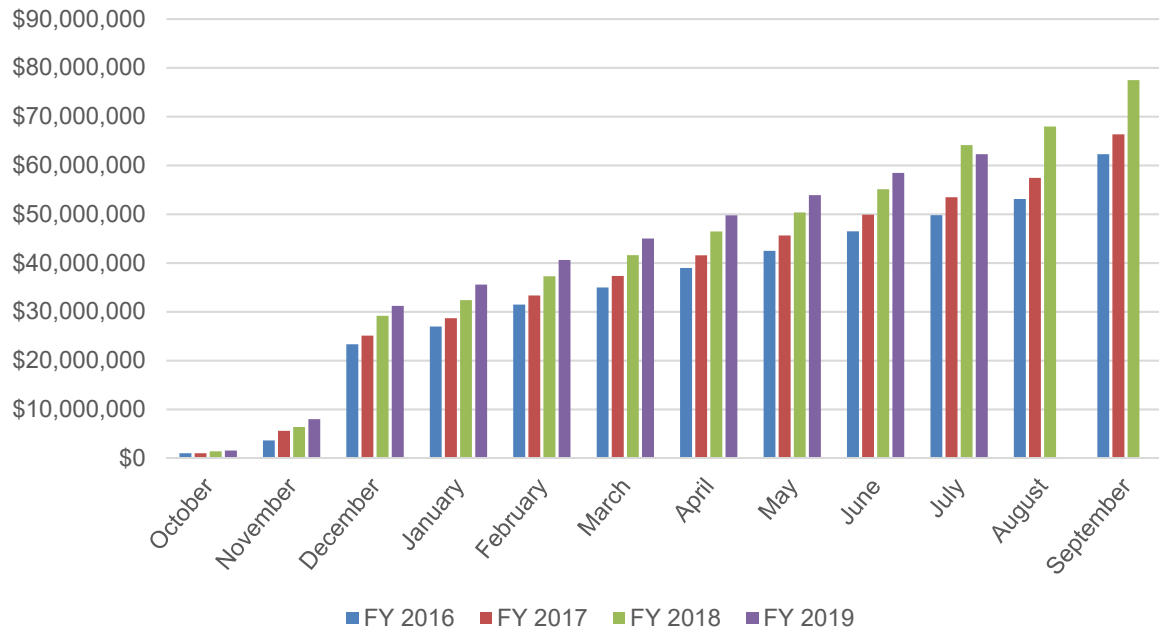
The General Fund is the City's primary operating fund and is used to account for all resources except those that are required to be accounted for in another fund. The following information depicts the history of the revenues and expenditures for the General Fund from fiscal years 2016 to 2019.

This report contains unaudited information. If you have any questions or comments on the financial reports, please contact Yvonne McDonald, Finance Director or Ruth Chapman, Assistant Finance Director.

City Website: <http://www.palmbayflorida.org/>
Finance Website: www.palmbayflorida.org/finance

General Fund (GF) Revenues - Summary

➤ Year-to-Date (YTD) Revenue Comparisons



➤ FY 2019 YTD Revenue Variance As Compared to Prior Year

	Prior YTD	Current YTD	% Variance	Annual Budget
Ad Valorem Taxes (1)	\$ 28,595,185	\$ 31,717,067	10.9%	\$ 31,445,752
Local Option Fuel Tax (2)	2,790,555	3,200,399	14.7%	3,848,419
Utility Service Taxes	5,837,775	5,871,479	0.6%	8,923,000
Communication Service Tax	1,765,281	1,705,233	-3.4%	2,600,449
Franchise Fees	3,433,126	3,525,035	2.7%	5,645,000
State Shared Revenues	2,892,451	3,055,905	5.7%	4,827,781
Half Cent Sales Tax	4,611,431	4,558,849	-1.1%	6,934,085
Licenses and Permits	604,364	596,939	-1.2%	614,800
Grants and Other Entitlements (3)	2,051,159	841,669	-59.0%	755,772
Charges for Services	3,473,495	3,565,152	2.6%	4,103,312
Fines and Forfeitures	386,654	412,208	6.6%	391,500
Interest, Rents & Other Revenues (4)	1,137,270	790,842	-30.5%	618,200
Interfund Transfers & Other Sources (5)	6,571,304	2,463,950	-62.5%	2,819,185
Fund Balance	-	-	0.0%	4,324,139
	\$ 64,150,051	\$ 62,304,726	-2.9%	\$ 77,851,394

(1) Increase primarily due to budgeted increase of Ad Valorem Taxes in FY19.

(2) Increase primarily due to increased year-to-date collection of Local Option Fuel Tax in FY19.

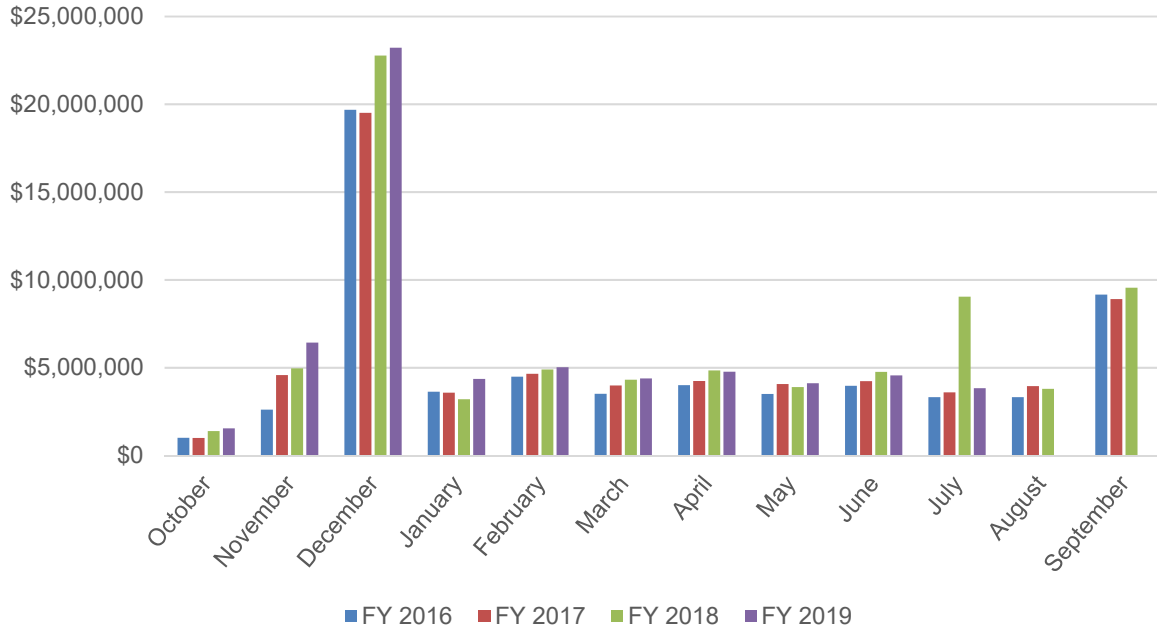
(3) Decrease primarily due to decreased year-to-date FEMA reimbursement in FY19.

(4) Decrease primarily due to decreased year-to-date property sales in Miscellaneous Revenues in FY19.

(5) Decrease primarily due to \$4.4 million proceeds from 2018 Equipment Lease/Purchase Financing received in FY18.

General Fund (GF) Revenues - Summary

➤ Monthly Revenue Comparisons



➤ FY 2019 Monthly Revenue Variance As Compared to Prior Years

	FY 2016	FY 2017	FY 2018	FY 2019
October	\$ 1,012,271	\$ 1,005,090	\$ 1,394,672	\$ 1,552,445
November	2,619,131	4,580,252	4,969,155	6,436,715
December	19,689,226	19,511,218	22,774,626	23,217,694
January	3,639,261	3,585,305	3,212,134	4,363,923
February	4,490,812	4,656,371	4,906,952	5,033,335
March	3,522,695	3,990,468	4,316,341	4,397,614
April	4,009,369	4,245,071	4,844,708	4,774,444
May	3,511,664	4,073,453	3,897,277	4,121,570
June	3,976,789	4,237,693	4,767,673	4,570,278
July	3,323,512	3,597,870	9,045,183	3,836,710
August	3,323,716	3,960,272	3,799,864	-
September	9,167,028	8,913,453	9,555,916	-
	\$ 62,285,475	\$ 66,356,516	\$ 77,484,502	\$ 62,304,726

Overall General Fund revenues for the month of July 2019 have decreased \$5,208,473, or 57.6%, when compared to July 2018, mainly due to the receipt of funds for the energy savings lease in July 2018. The major sources of revenues for the General Fund are taxes, franchise fees, intergovernmental revenues, licenses, permits, fines, forfeitures and charges for services. With a recovering economy and most of the City's revenues derived from ad valorem taxes, the revenue budget is essential for existing and critical City services. The City is conservative in budgeting revenues to account for the current economic condition.

MONTHLY FINANCIAL REPORT (UNAUDITED)

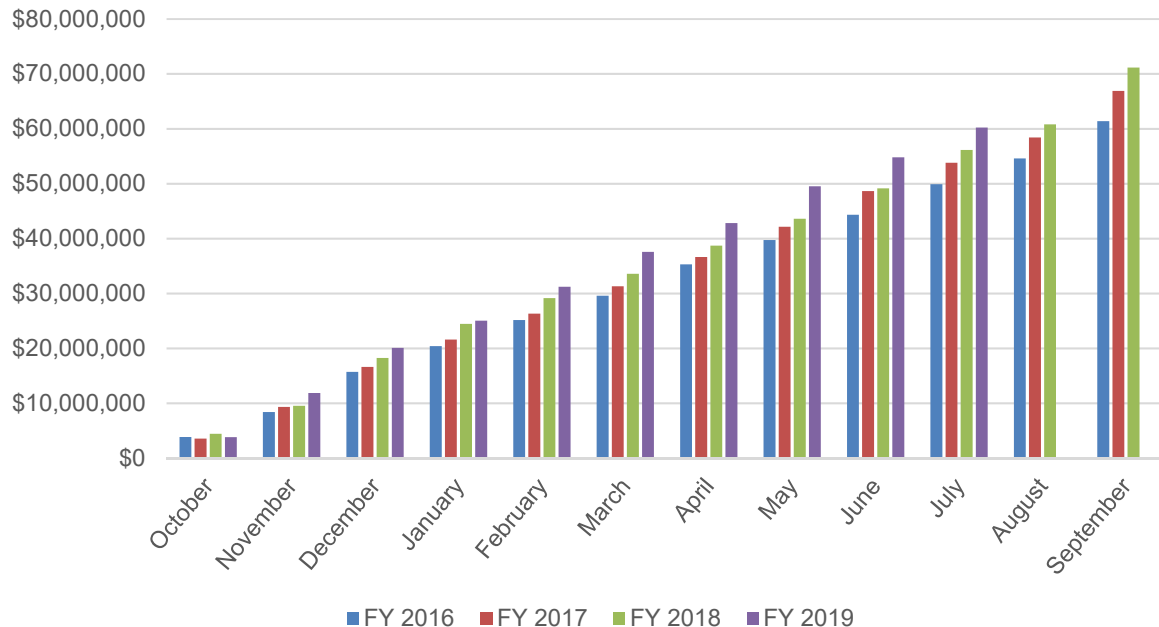
JULY 2019

CITY OF PALM BAY, FLORIDA



General Fund (GF) Expenditures - Summary

➤ Year-to-Date (YTD) Expenditure Comparisons



➤ FY 2019 YTD Expenditure Variance

As Compared to Prior Year

	Prior YTD	Current YTD	% Variance	Annual Budget
Legislative (1)	\$ 553,678	\$ 621,317	12.2%	\$ 790,089
City Manager	623,508	591,773	-5.1%	920,689
City Attorney (2)	1,275,563	264,333	-79.3%	575,522
Procurement (3)	297,075	442,245	48.9%	581,639
Finance	1,084,790	1,187,952	9.5%	1,462,869
Information Technology (4)	2,053,655	2,510,626	22.3%	4,345,155
Human Resources (5)	425,032	694,954	63.5%	913,103
Growth Management (6)	1,055,258	1,216,232	15.3%	1,995,140
Economic Development (7)	469,907	625,954	33.2%	924,382
Parks and Recreation	3,334,230	3,278,844	-1.7%	4,407,278
Facilities (8)	3,221,104	4,672,567	45.1%	5,699,240
Police	15,227,913	16,698,776	9.7%	21,382,970
Fire	11,325,092	12,226,614	8.0%	15,226,483
Public Works (9)	5,729,545	4,115,344	-28.2%	5,462,340
Non-Departmental (10)	3,273,477	3,781,631	15.5%	4,850,204
Transfers (11)	6,204,384	7,277,179	17.3%	8,314,291
	\$ 56,154,212	\$ 60,206,341	7.2%	\$ 77,851,394

(1) Increase primarily due to increased year-to-date costs of employee life & health insurance and professional services in FY19.

(2) Decrease primarily due to \$800,000 settlement cost for Ranger Construction's attorney fees in FY18. Most CAO cost was shifted to the Risk Fund in FY16.

(3) Increase primarily due to increased staffing level in Procurement since last year.

(4) Increase primarily due to increased year-to-date costs for Computer Software and new Telephone Equipment in FY19.

(5) Increase primarily due to increased year-to-date costs of personnel services, physicals/drug screens, and recruitment since same time last year.

(6) Increase primarily due to higher year-to-date costs in Code Compliance and Land Development in FY19.

(7) Increase primarily due to higher year-to-date costs for Aid to Private Organizations in FY 19 (\$200,000 Florida Institute of Technology Grant).

(8) Increase primarily due to higher year-to-date costs regarding Energy Savings Project in FY19.

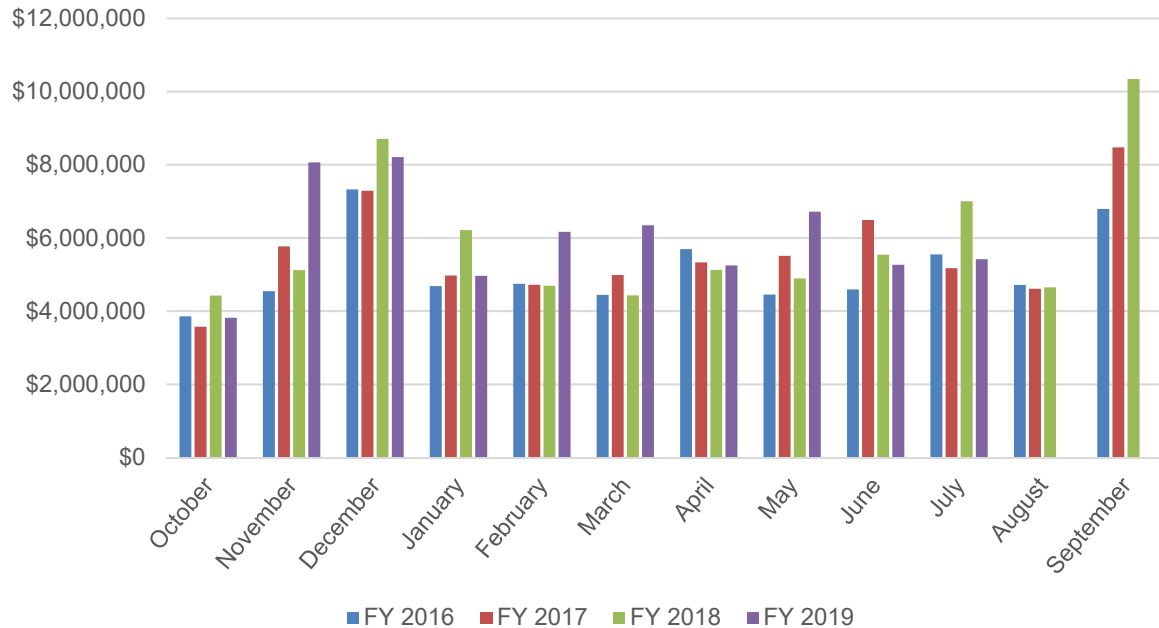
(9) Decrease primarily due to lower year-to-date costs for Disaster Preparedness in FY19.

(10) Increase primarily due to higher budgeted allocation to Fleet Operating Charges and higher year-to-date costs in Liability/Property Insurance in FY19.

(11) Increase primarily due to \$1,060,372 budgeted transfer to Road Maintenance CIP in FY19.

General Fund (GF) Expenditures - Summary

➤ Monthly Expenditure Comparisons



➤ FY 2019 Monthly Expenditure Variance As Compared to Prior Years

	FY 2016	FY 2017	FY 2018	FY 2019
October	\$ 3,859,572	\$ 3,572,123	\$ 4,424,711	\$ 3,816,324
November	4,542,401	5,766,532	5,122,997	8,063,218
December	7,323,753	7,290,910	8,706,391	8,205,759
January	4,685,466	4,972,873	6,214,289	4,963,511
February	4,746,328	4,719,784	4,693,931	6,166,593
March	4,443,296	4,983,695	4,429,733	6,346,934
April	5,693,822	5,332,488	5,125,639	5,247,453
May	4,450,696	5,512,146	4,895,568	6,717,010
June	4,592,489	6,488,834	5,539,088	5,263,203
July	5,551,214	5,175,411	7,001,868	5,416,334
August	4,712,630	4,609,040	4,650,216	
September	6,791,578	8,475,273	10,339,435	
	\$ 61,393,243	\$ 66,899,111	\$ 71,143,863	\$ 60,206,341

General Fund expenditures were \$1,585,533 or 22.6%, less when comparing July 2019 to July 2018. Year-to-date expenditures are \$4,052,128, or 7.2%, more.

MONTHLY FINANCIAL REPORT (UNAUDITED)

JULY 2019

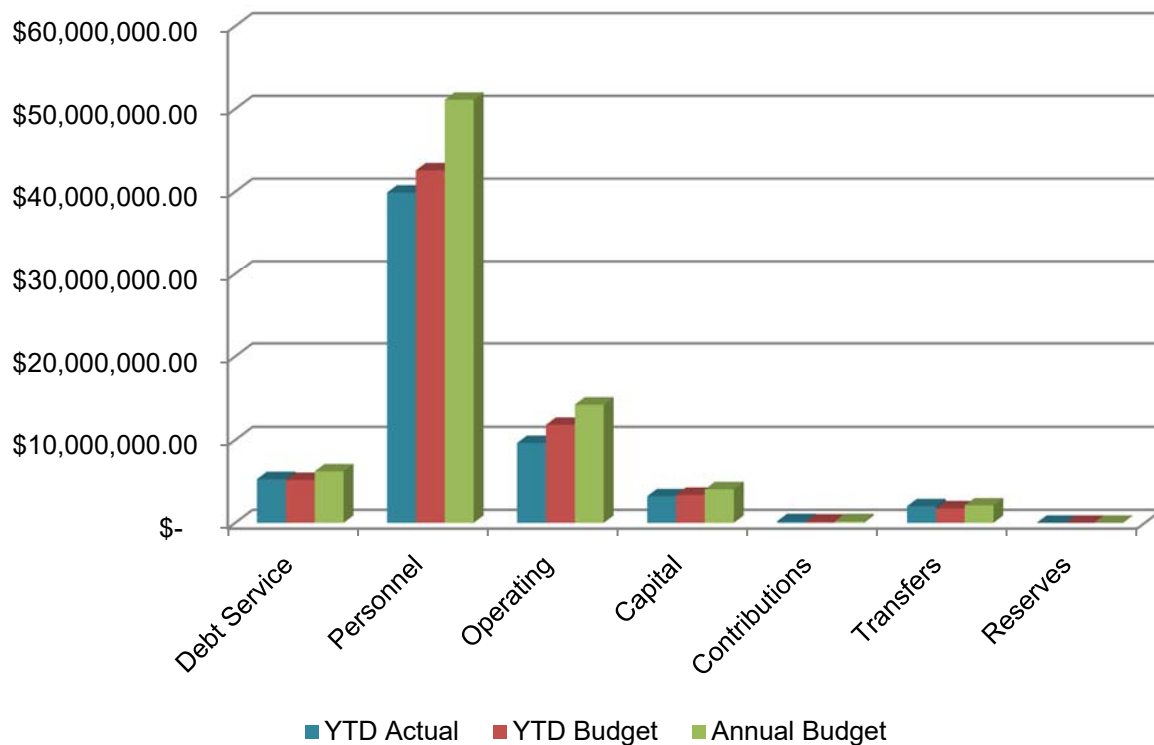
CITY OF PALM BAY, FLORIDA



General Fund (GF) Expenditures - Summary

➤ Expenditures – Budgetary Comparison by Category

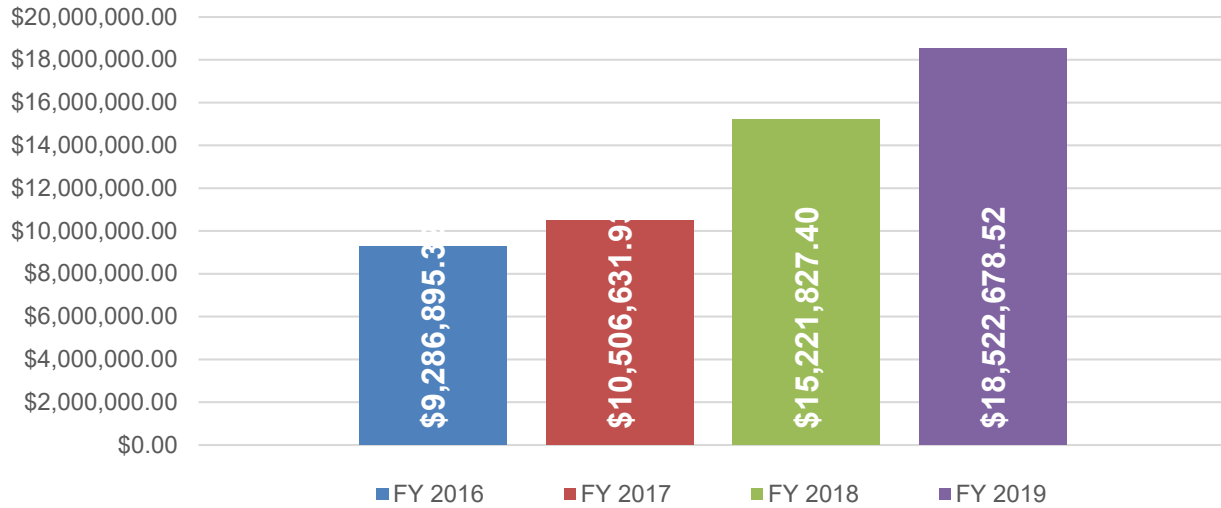
	YTD Actual	YTD Budget	Annual Budget	% Spent
Debt Service	\$ 5,268,685.50	\$ 5,176,991	\$ 6,212,389	84.8%
Personnel	39,887,136.28	42,583,111	51,099,733	78.1%
Operating	9,633,332.98	11,823,466	14,188,159	67.9%
Capital	3,207,042.36	3,373,093	4,047,711	79.2%
Contributions	201,650.00	167,917	201,500	100.1%
Transfers	2,008,493.55	1,751,585	2,101,902	95.6%
Reserves	-	-	-	0.0%
	\$ 60,206,340.67	\$ 64,876,162	\$ 77,851,394	77.3%



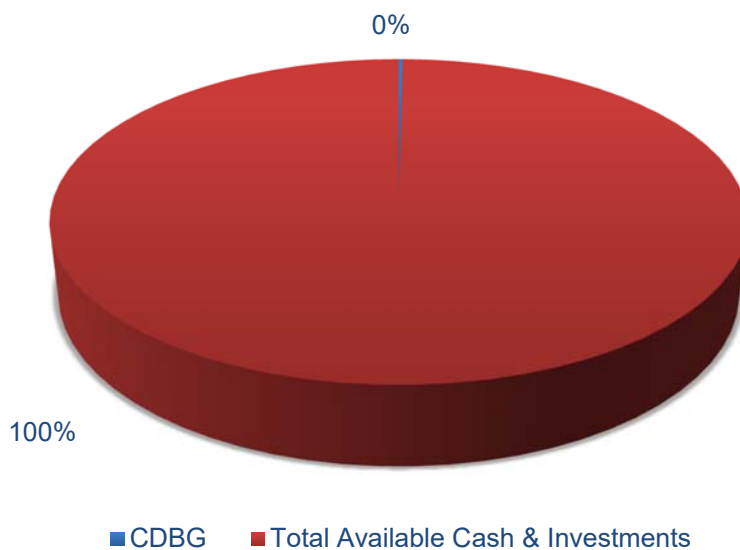
The *total budgeted expenditures* for 2019 are \$77,851,394 (including encumbrances from prior year and 2019 budget amendments). Of this amount, \$51,099,733, or 65.6%, is related to personnel costs.

General Fund (GF) Cash & Investments - Summary

➤ Year-to-Date (YTD) Cash & Investments Comparisons



General Fund Cash & Investments		General Fund Cash & Investments	
Prior Month Ending Balance	\$ 20,314,111.51	July 2019 Ending Balance	\$ 18,522,678.52
Cash Increase (Decrease)	(1,791,432.99)	Cash Advanced to Other Funds:	
Ending Balance 7/31/2019	\$ 18,522,678.52	CDBG	(59,537.67)
		Total Available Cash & Investments	\$ 18,463,140.85



MONTHLY FINANCIAL REPORT (UNAUDITED)

JULY 2019

CITY OF PALM BAY, FLORIDA



General Fund (GF) Balance - Summary

CITY OF PALM BAY, FLORIDA
OPERATING STATEMENT AND CHANGES IN FUND BALANCES
GENERAL FUND
For the Month Ended July 31, 2019

	Prior YTD	Current YTD
<u>REVENUES</u>		
Ad Valorem Taxes	\$ 28,595,185	\$ 31,717,067
Local Option Fuel Tax	2,790,555	3,200,399
Utility Service Taxes	5,837,775	5,871,479
Communication Service Tax	1,765,281	1,705,233
Franchise Fees	3,433,126	3,525,035
State Shared Revenues	2,892,451	3,055,905
Half Cent Sales Tax	4,611,431	4,558,849
Licenses and Permits	604,364	596,939
Grants and Other Entitlements	2,051,159	841,669
Charges for Services	3,473,495	3,565,152
Fines and Forfeitures	386,654	412,208
Interest, Rents and Other Revenues	1,137,270	790,842
Interfund Transfers and Other Sources	6,571,304	2,463,950
Total Revenues	64,150,051	62,304,726
<u>EXPENDITURES</u>		
Legislative	553,678	621,317
City Manager	623,508	591,773
City Attorney	1,275,563	264,333
Procurement	297,075	442,245
Finance	1,084,790	1,187,952
Information Technology	2,053,655	2,510,626
Human Resources	425,032	694,954
Growth Management	1,055,258	1,216,232
Economic Development	469,907	625,954
Parks and Recreation	3,334,230	3,278,844
Facilities	3,221,104	4,672,567
Police	15,227,913	16,698,776
Fire	11,325,092	12,226,614
Public Works	5,729,545	4,115,344
Non-Departmental	3,273,477	3,781,631
Transfers	6,204,384	7,277,179
Total Expenditures	56,154,212	60,206,341
Excess (Deficiency) of Revenues Over Expenditures	7,995,839	2,098,386
Fund Balance - Beginning	8,631,987	14,972,626
Fund Balance - Ending	\$ 16,627,826	17,071,012

MONTHLY FINANCIAL REPORT (UNAUDITED)

JULY 2019

CITY OF PALM BAY, FLORIDA



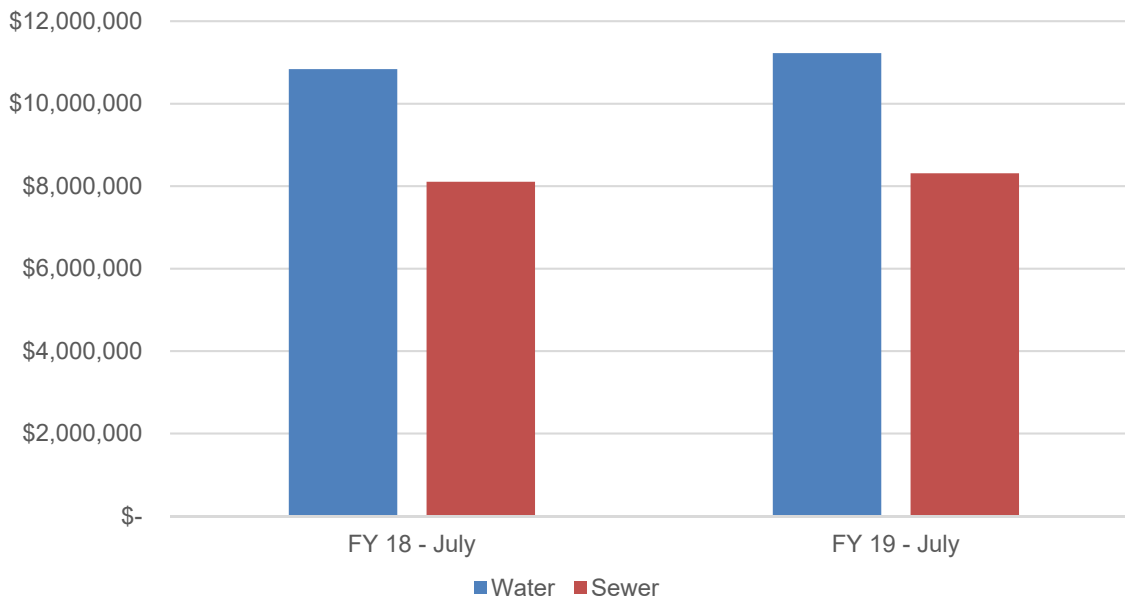
General Fund (GF) Balance - Summary

The minimum General Fund balance, as established by Resolution 2011-34, is ten percent (10%) of the subsequent fiscal year's budgeted expenditures less capital outlay and transfers out as originally adopted by ordinance in September. The following is a history of the City's total General Fund balance.

General Fund Balance - History			
	Minimum Required	Actual Fund Balance	Fund Balance Percentage
FY 2018	\$ 6,478,266	\$ 14,972,626	23.1%
FY 2017	6,107,113	8,631,987	14.1%
FY 2016	5,594,175	9,174,581	16.4%
FY 2015	5,311,438	8,282,350	15.6%
FY 2014	5,321,416	10,040,314	18.9%
FY 2013	5,059,293	12,005,802	23.7%

Utilities Fund Revenues - Summary

➤ Year-to-Date (YTD) Comparison: Water & Sewer



Overall fiscal year-to-date Water revenue through July 2019 has increased \$386,840, or 3.57%, when compared to FY18 at July 2018.

Overall fiscal year-to-date Sewer revenue through July 2019 has increased \$205,049, or 2.53% when compared to FY18 at July 2018.

Fire Protection for FY 19 is billed at 95% of the budgeted amount. The majority of the Fire Protection Service Charges were billed in November 2018 (annual billing).

MONTHLY FINANCIAL REPORT (UNAUDITED)

JULY 2019

CITY OF PALM BAY, FLORIDA



Utilities Fund Revenues - Summary

Of the budgeted amount, Meter Installation Fees are recorded at 99%, Plan Review & Inspection Fees are recorded at 469%, and Utility Lien Costs are recorded at 62%.

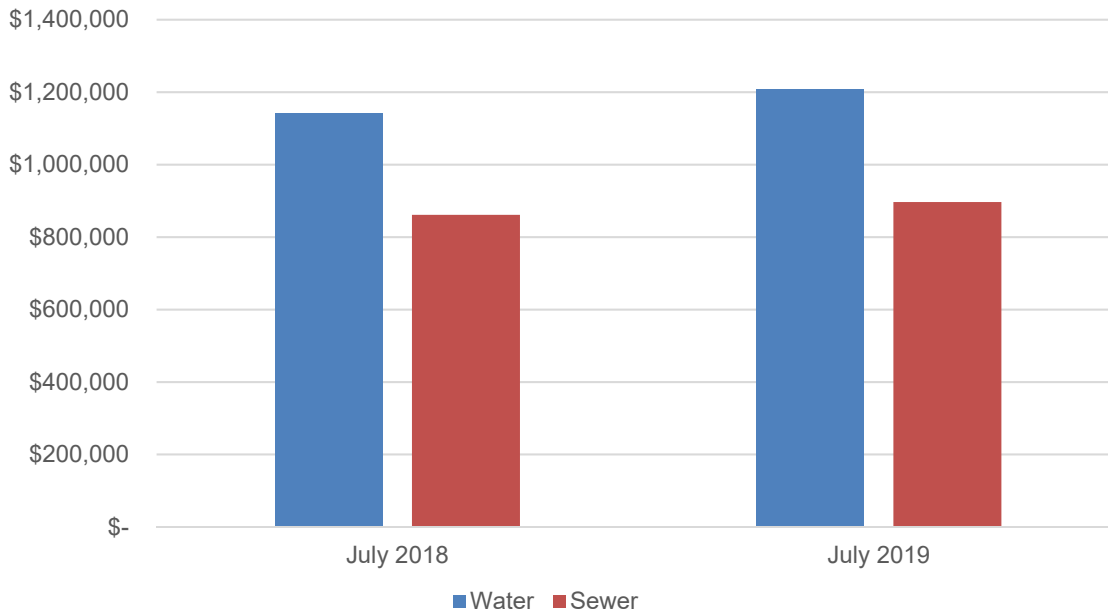
Operating Interest Income is recorded at 172%.

Excluding Fund Balance, the total FY 19 Operating Revenue is recorded at 75.02% of the budgeted amount compared to FY 18 which was at 72.19%.

Water Connection Fees are recorded at 179% of the budgeted amount, and Sewer Connection Fees are recorded at 354% of the budgeted amount.

Water MLEs are recorded at 101% of the budgeted amount, and Sewer MLEs are recorded at 89% of the budgeted amount.

➤ Monthly Comparison: Water & Sewer



Overall Water revenue for the month of July 2019 has increased by \$67,910, or 6.0%, when compared to July 2018.

Overall Sewer revenue for the month of July 2019 has increased by \$35,189, or 4.1%, when compared to July 2018.

MONTHLY FINANCIAL REPORT (UNAUDITED)

JULY 2019

CITY OF PALM BAY, FLORIDA

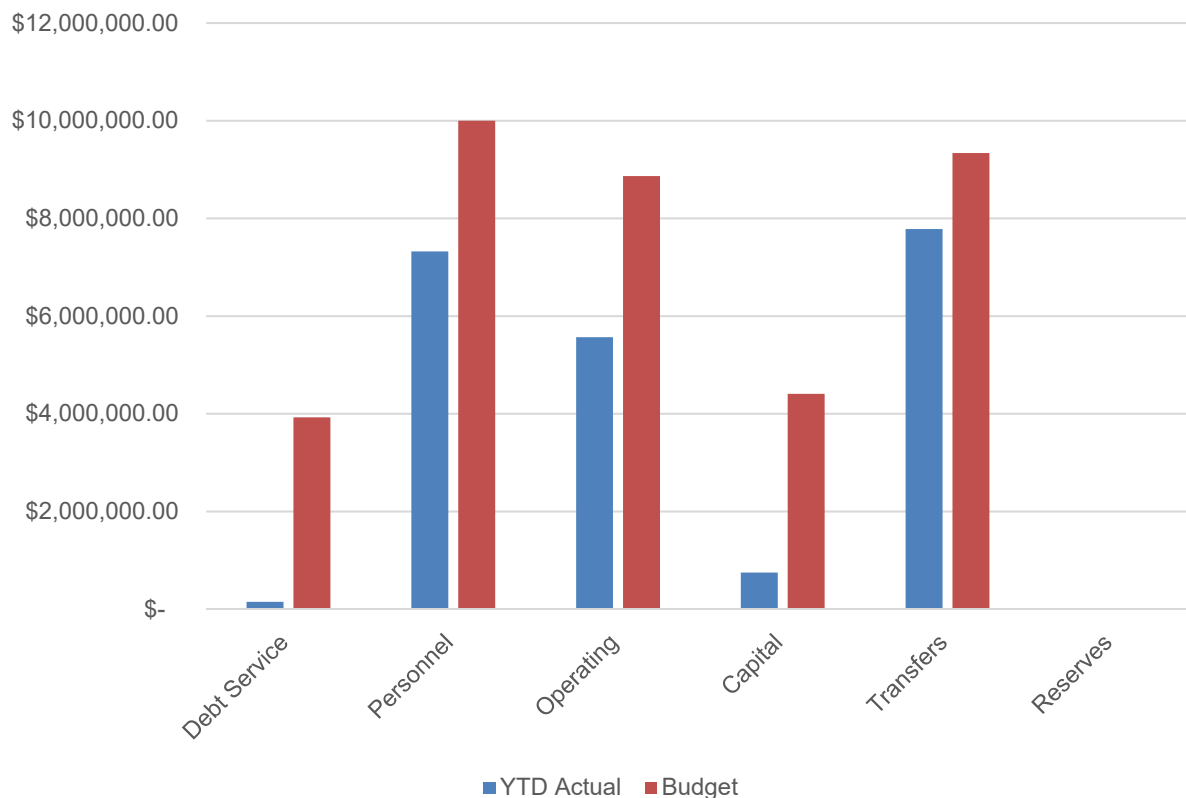


Utilities Fund Expenditures - Summary

➤ Year-to-Date (YTD) Comparison: Water & Sewer

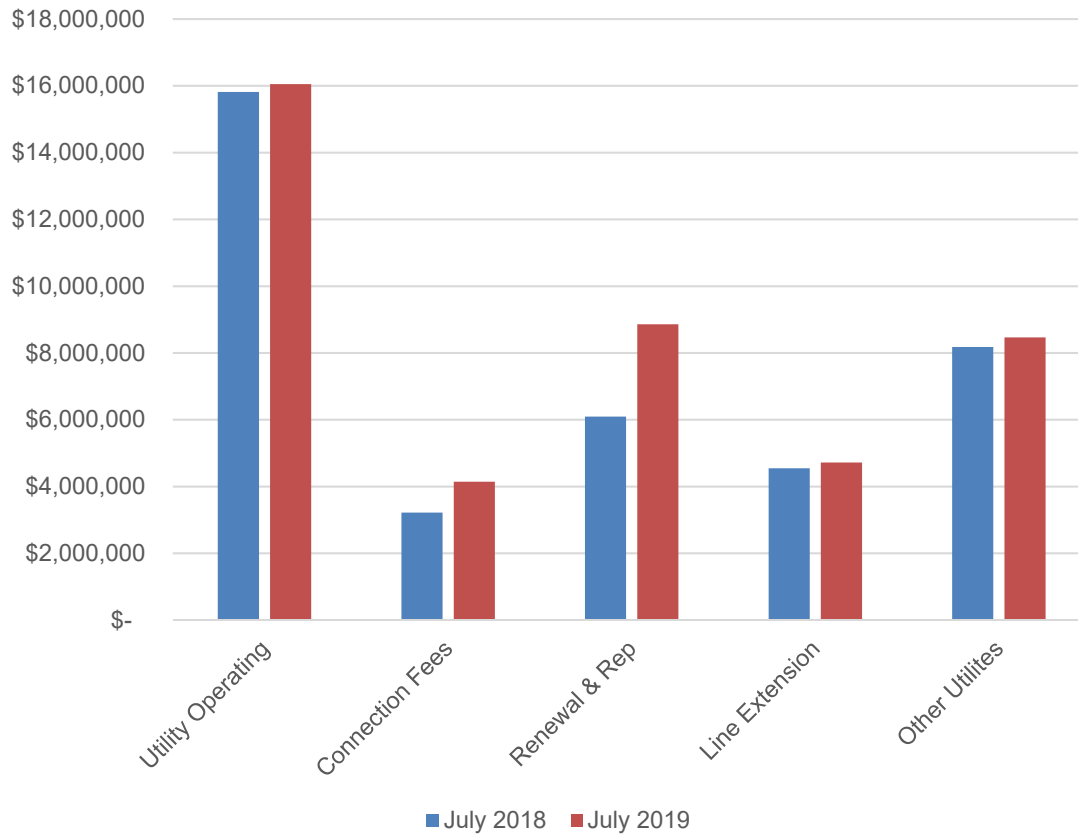
Overall expenditures (excluding encumbrances) are as follows:

	YTD Actual	Annual Budget	% Spent
Debt Service	\$ 149,655.14	\$ 3,926,989	3.8%
Personnel	7,324,239.87	10,000,643	73.2%
Operating	5,565,644.98	8,866,124	62.8%
Capital	747,260.14	4,406,271	17.0%
Transfers	7,781,780.80	9,338,137	83.3%
Reserves	-	-	-
	\$ 21,568,580.93	\$ 36,538,164	59.0%



Utilities Fund Cash & Investments - Summary

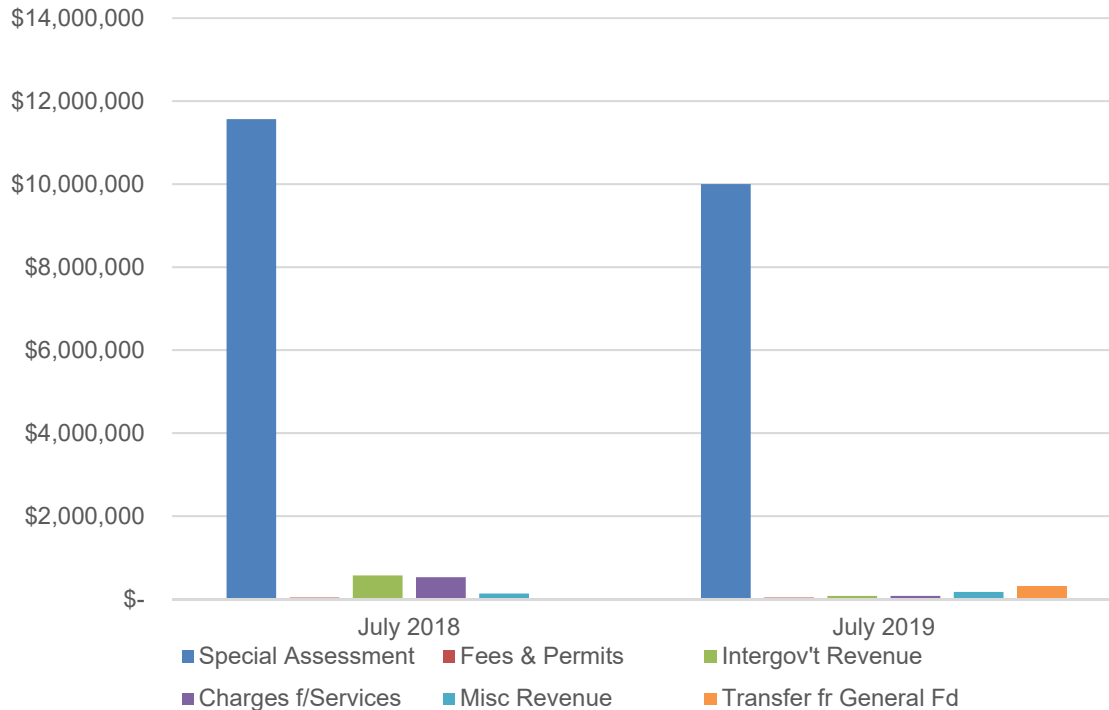
➤ Year-to-Date (YTD) Comparison: Water & Sewer



Overall the Water & Sewer Funds cash and investments were \$4.38 million, or 11.6%, more as of July 2019 as compared to July 2018.

Stormwater Fund Revenues - Summary

➤ Year-to-Date (YTD) Revenue Comparisons



Stormwater Special Assessment revenue in FY 19 (at July) is \$9,999,382. This is \$1,565,313 less than it was in FY18 (at July), a 13.5% decrease.

Charges for Services revenue in July 2019 is down \$450,678, or 85.8%, from July 2018.

Overall, Stormwater revenues in FY 19 (at July) have decreased by \$2,162,233, or 16.9%, when compared to FY 18 (at July).

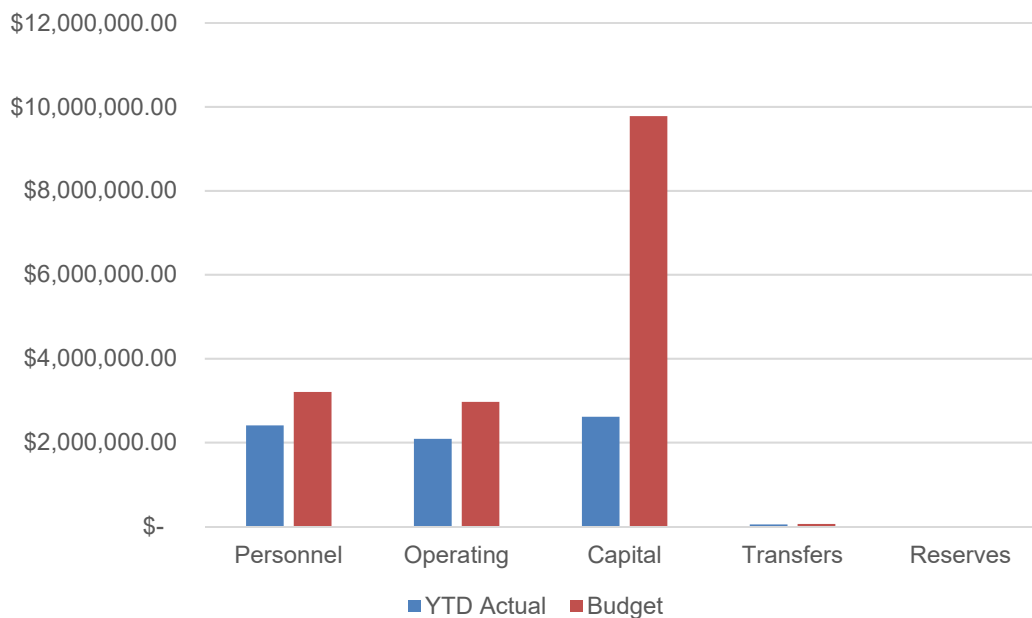
The total FY 19 Stormwater revenues are recorded at 66.6% of the budgeted amount compared to FY 18 which was 89.9%.

Stormwater Fund Expenditures - Summary

➤ Year-to-Date (YTD) Expenditure Comparisons

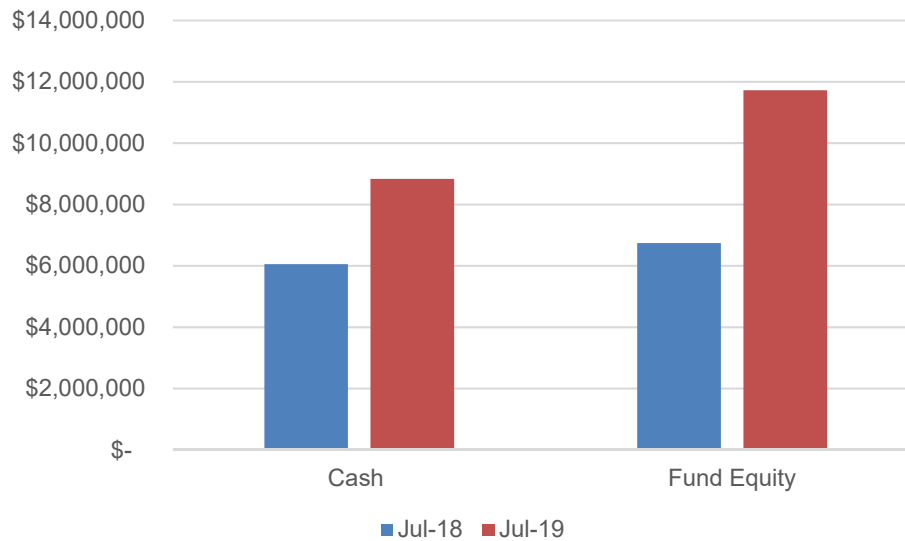
Overall expenditures (excluding encumbrances) are as follows:

	<i>YTD Actual</i>	<i>Annual Budget</i>	<i>% Spent</i>
Personnel	\$ 2,406,424.09	\$ 3,203,709	75.1%
Operating	2,089,331.70	2,968,728	70.4%
Capital	2,615,855.06	9,778,694	26.8%
Transfers	49,305.80	59,167	83.3%
Reserves	-	814	0.0%
	\$ 7,160,916.65	\$ 16,011,112	44.7%



Stormwater Fund Cash & Equity - Summary

Year-to-Date (YTD) Cash & Fund Equity

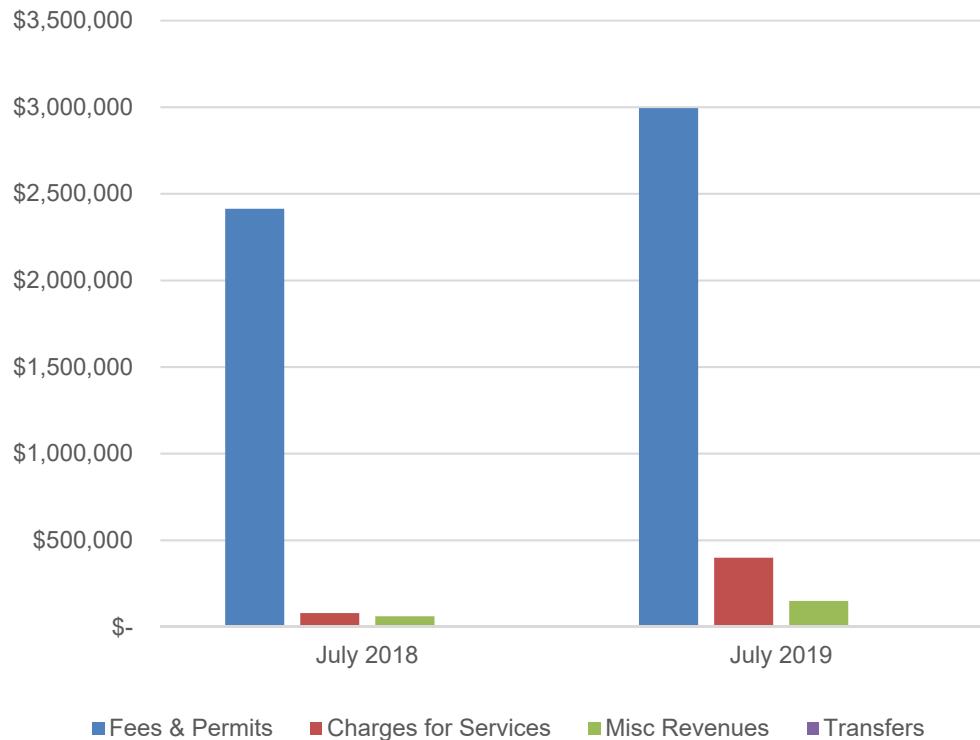


Overall the Stormwater cash and investments were \$2,779,425, or 45.9%, more as of July 2019 as compared to July 2018.

Overall the Stormwater fund equity was \$4,984,707, or 73.9%, more as of July 2019 as compared to July 2018.

Building Fund Revenues - Summary

➤ Year-to-Date (YTD) Revenue Comparisons



Fees and Permits revenue in July 2019 is up \$580,743, or 24.06%, from July 2018.

Charges for Services revenue in July 2019 is up \$319,073, or 399.89%, from July 2018.

Overall, Building revenues in FY 19 (at July) have increased by \$986,766, or 38.61%, when compared to FY 18 (at July).

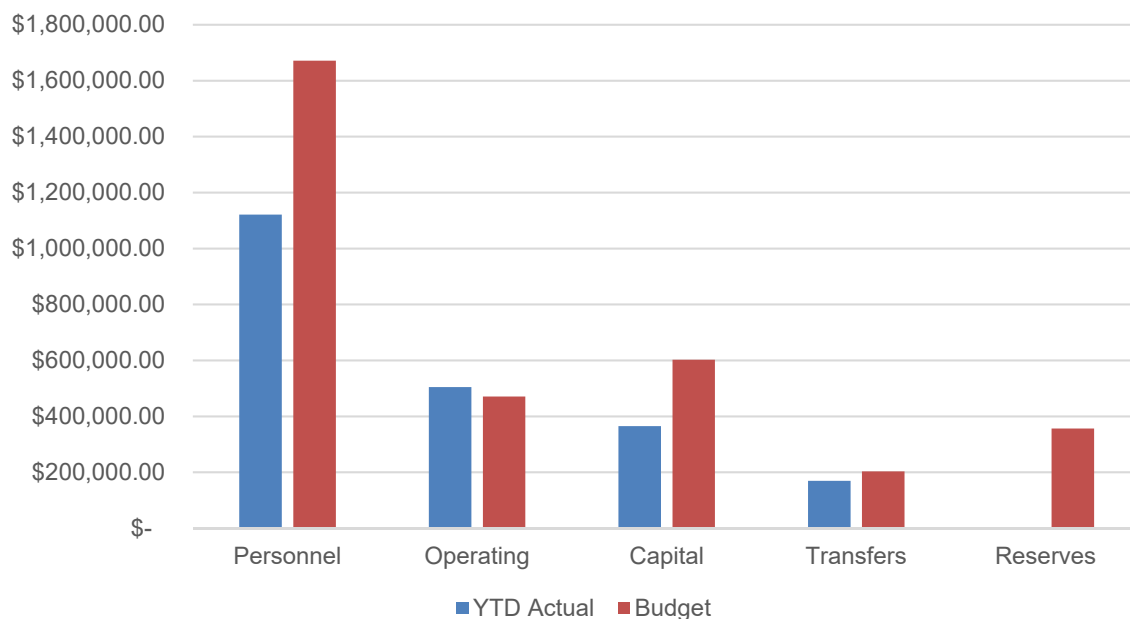
The total FY 19 Building revenues are recorded at 107.2% of the budgeted amount compared to FY 18 which was 100.5%.

Building Fund Expenditures - Summary

➤ Year-to-Date (YTD) Building Expenditures

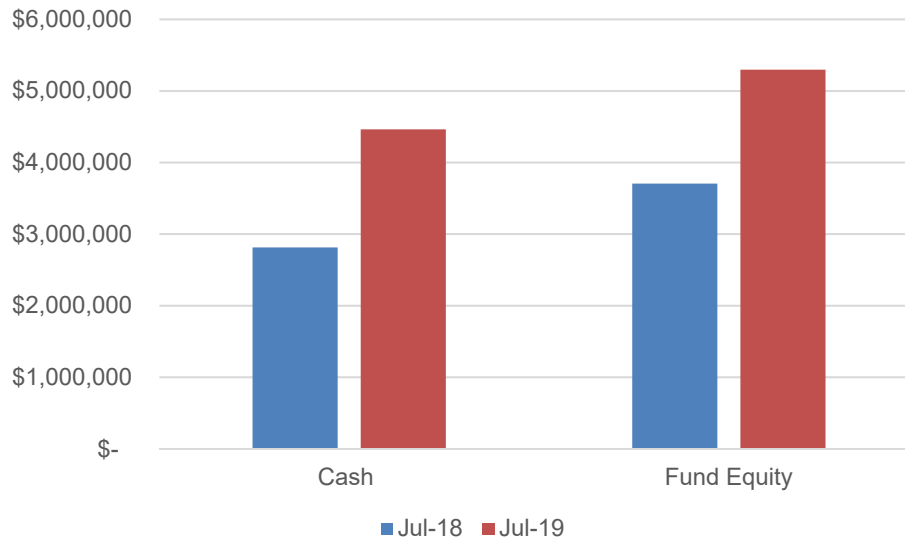
Overall expenditures (excluding encumbrances) are as follows:

	<i>YTD Actual</i>	<i>Annual Budget</i>	<i>% Spent</i>
Personnel	\$ 1,120,796.46	\$ 1,671,282	67.1%
Operating	504,186.34	470,390	107.2%
Capital	364,623.00	602,330	60.5%
Transfers	169,196.70	203,036	83.3%
Reserves	-	356,399	0.0%
	\$ 2,158,802.50	\$ 3,303,437	65.4%



Building Fund Cash & Equity - Summary

➤ Year-to-Date (YTD) Cash & Fund Equity

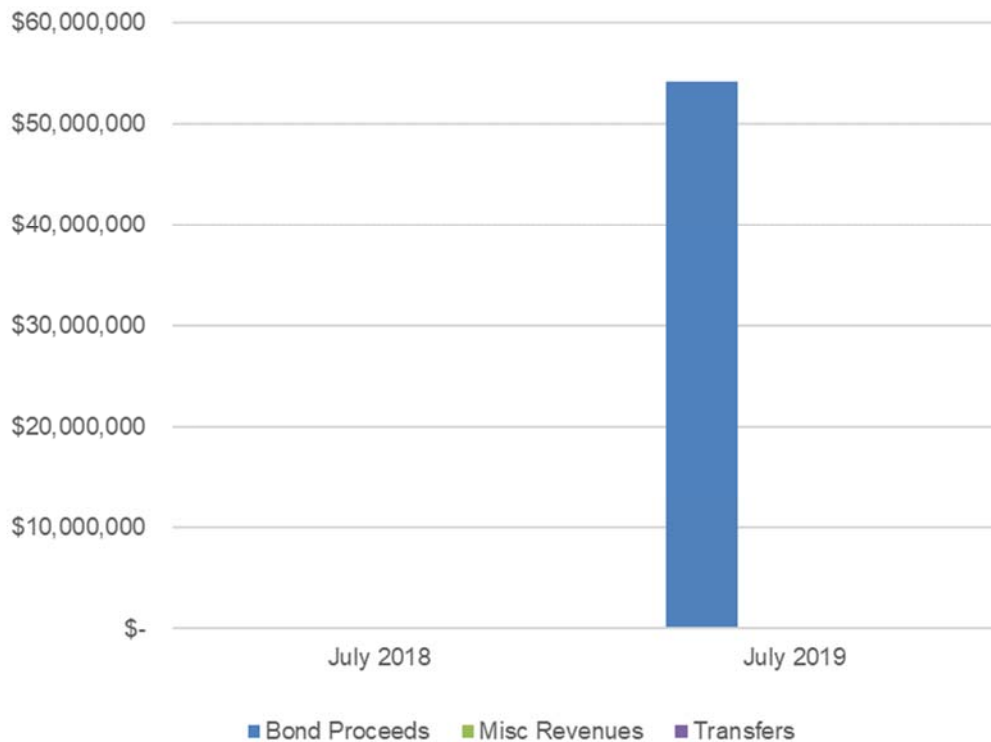


Overall the Building cash and investments were \$1,648,604, or 58.6%, more as of July 2019 as compared to July 2018.

Overall the Building fund equity was \$1,592,780, or 43.0%, more as of July 2019 as compared to July 2018.

General Obligation Road Program Fund Revenues - Summary

➤ Year-to-Date (YTD) Revenue Comparisons



General Obligation Bond proceeds in FY19 is \$54,200,641. A comparison to FY18 is not available as the proceeds were not received until FY19.

Miscellaneous revenue in FY19 (at July) is \$59,384.

MONTHLY FINANCIAL REPORT (UNAUDITED)

JULY 2019

CITY OF PALM BAY, FLORIDA

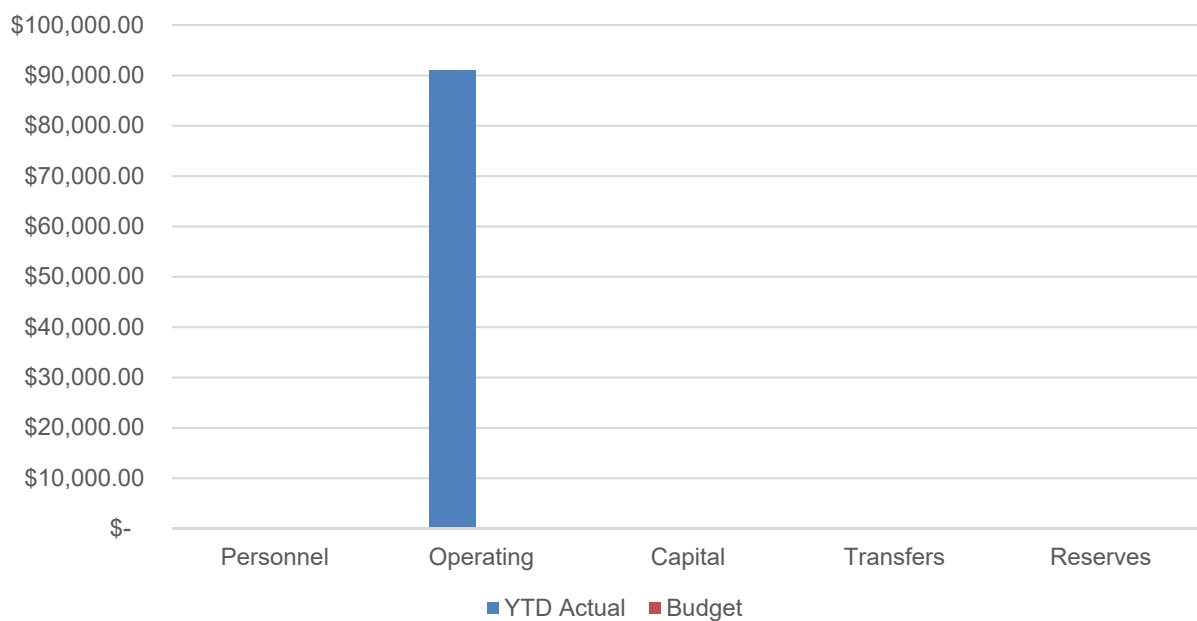


General Obligation Road Program Fund Expenditures - Summary

➤ Year-to-Date (YTD) General Obligation Road Bond Fund Expenditures

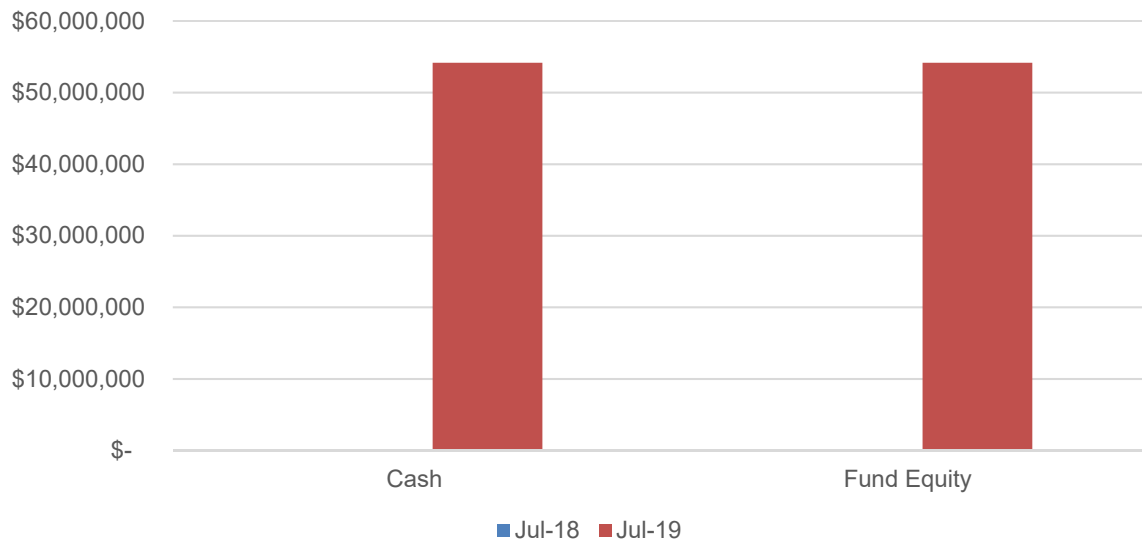
Overall expenditures (excluding encumbrances) are as follows:

	YTD Actual	Annual Budget	% Spent
Personnel	\$ -	\$ -	0.0%
Operating	91,112.34	-	0.0%
Capital	-	-	0.0%
Transfers	-	-	0.0%
Reserves	-	-	0.0%
	\$ 91,112.34	\$ -	0.0%



General Obligation Road Program Fund Cash & Equity - Summary

➤ Year-to-Date (YTD) Cash & Fund Equity



The General Obligation Road Program cash and investments was \$54,168,913.12 as of July 2019, as was the fund equity. There was no General Obligation Road Program Fund in July of 2018.



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Lisa Morrell, City Manager

DATE: September 19, 2019

A handwritten signature in black ink, appearing to read "Lisa Morrell".

RE: Harris Stormwater Fee Credit Refund

The Department of Public Works Stormwater Utility Program is requesting the use of Stormwater Service Fees and other non-assessment derived revenues in the Stormwater Utility Fund to refund Harris Corporation for overpayment of stormwater service fees during fiscal years 2011-2015. The refund amount is \$177,341.70. (Attachment 1)

Harris Corporation expanded its campus in December 2014 altering the property's impervious area and thereby its ERU value. Harris Corporation's inquiry into mitigation credits resulted in the discovery of incorrectly calculated ERU values on Harris Corporation's accounts from the onset of the program. During 2015, PW Staff, Harris Corporation Staff, City Management and the City Attorney's Office collaborated on a resolution. An April 3, 2015, a meeting resulted in Harris Corporation representatives agreeing with a credit to their accounts over time as a means of refund. (Attachment 2)

In 2017, Public Works petitioned City Council to change the Stormwater Program from a service fee-based program to a non-ad valorem assessment program. This halted the previous stormwater program and created a new program regulated by different Statutes and Laws. Legal Counsel advised that the assessment for Harris Corporation could not be reduced to continue the repayment of the overage due to these regulations but refunding the accounts with non-assessment derived revenues is permissible. (Attachment 3)

REQUESTING DEPARTMENTS:

Public Works, Utilities

FISCAL IMPACT:

Funding to cover the over payment will be appropriated on the fifth and final FY 19 budget amendment from the Stormwater Reserves Account, G/L 461-7080-593-9901 – \$177,341.70.

RECOMMENDATION:

Motion to approve the use of stormwater service fees and other non-assessment derived revenues to refund Harris Corporation Utility Accounts for stormwater fee overpayment.

Attachments: *(all attachments available upon request)*

- 1) Table of Payments vs corrected ERU billing by year and account (2011-2017)
- 2) Excerpt from Stormwater Utility Report (Pg. 8-13)
- 3) Email from Nabors, Giblin, and Nickerson

GW/ab

Harris Payment vs corrected ERU Billing amounts by Year and Account Number (2011-2017)

By Account Number	2011	2012	2013	2014	2015	2016	2017	Total
259745-35058								
Paid	19,306.12	19,306.12	19,306.09	19,306.09	19,306.12	-	-	96,530.54
Should have paid	2,306.58	2,306.58	2,306.58	2,306.58	2,327.89	2,334.99	2,334.99	16,224.19
Over/(under)paid	16,999.54	16,999.54	16,999.51	16,999.51	16,978.23	(2,334.99)	(2,334.99)	80,306.35
7215-158344								
Paid	43,997.37	41,189.00	51,840.13	51,633.99	39,461.73	-	-	228,122.22
Should have paid	42,348.89	42,348.89	42,570.20	42,590.32	42,661.55	42,685.29	42,685.29	297,890.42
Over/(under)paid	1,648.48	(1,159.89)	9,269.93	9,043.67	(3,199.82)	(42,685.29)	(42,685.29)	(69,768.20)
7221-158350								
Paid	-	26,344.67	26,235.34	26,235.34	21,862.80	-	-	100,678.15
Should have paid	6,349.18	6,349.18	6,349.18	6,349.18	6,349.18	6,349.18	6,349.18	44,444.24
Over/(under)paid	(6,349.18)	19,995.49	19,886.16	19,886.16	15,513.62	(6,349.18)	(6,349.18)	56,233.91
7083-158278								
Paid	36,444.32	40,611.42	40,262.68	40,088.74	36,775.64	-	-	194,182.80
Should have paid	11,482.46	11,482.46	11,128.52	11,096.34	11,277.96	11,338.50	11,338.50	79,144.75
Over/(under)paid	24,961.86	29,128.96	29,134.16	28,992.40	25,497.68	(11,338.50)	(11,338.50)	115,038.05
Tax ID 2851470 (no associated accounts)								
Paid	-	-	-	-	-	-	-	-
Should have Paid	638.35	638.35	638.35	638.35	638.35	638.35	638.35	4,468.42
Over/(under)paid	(638.35)	(638.35)	(638.35)	(638.35)	(638.35)	(638.35)	(638.35)	(4,468.42)
Total Paid	99,747.81	127,451.21	137,644.24	137,264.16	117,406.29	-	-	619,513.71
Total Should Have Paid	63,125.46	63,125.46	62,992.81	62,980.75	63,254.92	63,346.31	63,346.31	442,172.01
Over/(under)paid	36,622.35	64,325.75	74,651.43	74,283.41	54,151.37	(63,346.31)	(63,346.31)	177,341.70

			detention system. This credit is retroactive to 6/25/12.
7/8/13	Credit application signed by Public Works staff	Credit application document	n/a
7/10/13	Credit reflected on account in H.T.E	Email from Terry Bryk on 7/10/13 at 10:45AM	
7/22/13 – 9/3/13	Public Works notified Billing staff that we were strategizing how to process credit.	Email chain	Meeting scheduled on 8/9/13 for 9/4/13. Utilities did not have any reason to hold money back and suggested we generate a refund check
9/4/13	Meeting to strategize how to process credit	Meeting notice	Credit to be released this day.
9/20/13	Check released to Walmart	Check # 00147559	Amount is the amount less the credit → \$69,765.49

Harris Corporation Account

In December 2014, Public Works was notified of a potential adjustment for the Harris Corporation account. Harris completed their expansion of their campus in December 2014, including the completion of their new \$130 Million High Tech Center. Since their impervious areas changed due to their project, staff indicated during a review of their site plan that they could apply for a SWU credit. A Harris representative inquired about how the SWU fee was calculated. This question prompted a review of the current fee charged.

When staff reviewed the information, they discovered a potential error in the SWU calculation. As a result, staff immediately took action and contacted the City Manager and Deputy City Attorney assigned to Public Works. After confirming there was an error of approximately \$334,370 in the SWU calculation, staff met with Harris to go over the situation. They suggested issuing a credit that would reduce with each future monthly bill. Next, staff continued to work with the City Attorney's office to draft an agreement and to present it to Harris for resolving the account adjustment.

Below is a summary of a timeline of events that took place from the first contact with Harris. In some cases, the invitees listed on the meeting request and correspondence may not have been present at the time of the meeting. Also, note that this timeline may not include every email or meeting during this time, however, it includes the main emails and meetings to provide an overview of the events that took place.

Table 1.2- Harris Corporation Account Action Item Timeline

Date	Action Items	Source Document	Notes
12/11/14	Harris rep wanted to discuss potential SWU credits in response to the City's punch list Item.	Email dated 12/11/14 at 9:27AM	<p>The comment on the punch list was, "The Storm water utility billing will be updated based on the new development. Submit credit calculation as applicable to offset the updated fee calculation".</p> <p>Hector Franco sent Harris rep, Tim Brown, the SWU credit application link.</p> <p>Tim Brown asked how the credit was calculated.</p>
12/15/14	Meeting to discuss the Harris SWU calculation, current fees and preparation for SWU credits and discuss modifications of the site. Harris SWU miss-calculation identified as an error in the ERU.	n/a	Invitees: Hector Franco; Rachel Gerena; Crystal Phillips-Mustain; Juan Salas
12/16/15	Public Works staff requested a meeting with the City Attorney's Office to discuss credit process.	Email chain	Rachel Gerena scheduled meeting with Pete Sweeney. Amanda Millirons (Acting Public Works Director since Public Works Director was out of the office) confirmed that she verbally briefed Chad on the situation and that we would provide a status update when there was more information.
12/23/14	Meeting with Public Works and City Attorney's Office	Meeting agenda and other supporting documents	Meeting agenda and backup documentation provided on 12/18/14 in preparation for the meeting.
1/7/15	Requested meeting with Chad Shultz	Email dated 1/7/15 at 2:53PM	In the email it was stated there are some major changes that need to be discussed for direction, such as Harris and Mr. Moallum. The proposed meeting date was Jan 22 at 10am after the State revolving Loan fund meeting.

1/20/15	Meeting with Harris reps	n/a	<p>Invitees: Mary Facey, Hector Franco, Tim Brown, Jeff Homberger, Rachel Gerena, Crystal Phillips-Mustain, Juan Salas</p> <p>Discussed the concerns with the original Harris SWU calculation and worked on getting an accurate picture of the Harris account. Went over the credit process as well.</p>
1/22/15	Meeting to discuss progress internally	Meeting request	<p>Invitees: Chad Shoultz, Suzanne Sherman, Elia Twigg, Amanda Millirons, Rachel Gerena</p> <p>Meeting to discuss SWU and get direction. This resulted in staff scheduling the March 3rd meeting.</p>
1/27/15 & 2/17/15	Meetings to work on Harris digitizing, calculations and land transfer dates	n/a	Invitees: Rachel Gerena & Crystal Phillips-Mustain
1/30/15 – 2/2/15	Asked to hold off on contacting Harris further	Emails dated 1/30/15 at 12:02PM and 2/2/15 at 12:40PM	Reviewed the original SWU study and identified various problems that related directly to the initial work performed by the consultant/subconsultant.
2/23/15	Verbal update with Harris	Verbal discussion	At the Harris Grand Opening Ceremony, Elia Twigg spoke to Tim Brown and Jeff Homberger and told them that staff had been looking into the stormwater calculation for their site and stated that there was an error in their calculation, but that we were still trying to figure out the details. I stated that we would have a meeting with them as soon as we were comfortable with the data.
3/3/15	Discuss outstanding stormwater items	Meeting requests and notes	Topics included: consultant liability for the parcel data mistake, refund/credit options, and the current legal opinion of the City Attorney's Office. It was also discussed that the group would examine the top 11 properties (by size)

			to see if there were any other potential errors made by the consultant. The team intended to move forward with the rate study in order to continue working to improve the program.
3/11/15	Status update	Email chain dated 3/11/15	Suzanne Sherman referenced her meeting with Pete Sweeney and that she was prepared to move forward with meeting with Harris.
4/3/15	Meeting with Harris reps	Meeting request, meeting handouts and notes	<p>Invitees: Jeff Homberger, Tim Brown, Rachel, Lee Ann Bachan, Elia Twigg (out of office), Suzanne Sherman, Bonita Gibson (not present), Phillips-Mustain (not present), Julie Lemons (not present), Hector Franco, Amanda Millirons</p> <p>Meeting to discuss all findings with Harris and how to proceed. Account holder was okay with crediting their account over time.</p>
4/13/15	Meeting with key stakeholders to discuss the analysis of next 11 properties	Meeting request and notes	<p>Invitees: Elia Twigg, Amanda Millirons, Julie Lemons, Rachel Gerena, Crystal Phillips-Mustain, Bonita Gibson, Lee Ann Bachan</p> <p>Continue discussion of next 11 properties from the list that could potentially be over charged; also discuss stormwater study</p>
6/30/15	Meeting with Public Works and Management to discuss Harris SWU account	Meeting request, notes and supporting emails	<p>Invitees: Gregg Lynk, Elia Twigg, Amanda Millirons, Rachel Gerena, Pete Sweeney (not included on the meeting request but was present for the meeting.</p> <p>Meeting was scheduled after 5pm on June 29, 2015. Amanda Millirons asked if we were to bring any files so that we could be prepared. The subject matter was not indicated and we were told that we did not need to bring</p>

			<p>anything.</p> <p>Gregg mentioned he just learned of the Harris stormwater account from the City Attorney's Office. Mr. Lynk directed Elia, Amanda and Rachel to provide written statements regarding the timeline of the Harris account. The three staff members were handed blank notepads and told to sit in separate offices. The instructions were to not to talk to one another and to write statements off memory without accessing meeting files and source documents. Due to the environment, information was provided in good faith to the best of knowledge at this time.</p>
7/10/15	Meeting to prepare for the auditor meeting	Meeting request and supporting emails	Invitees: Amanda Millirons (not present) Crystal Phillips-Mustain; Elia Twigg; Rachel Gerena;
7/14/15	Meeting to further discuss SWU billing	Meeting request and notes	Invitees: Suzanne Sherman, Gregg Lynk, Pete Sweeney, Elia Twigg, Amanda Millirons, Rachel Gerena Discussed Stormwater billing issues – Walmart and Harris specifically as well as the overall scope of the situation
7/15/15	Meeting to discuss potential for a SWU audit	Meeting notice and notes	Invitees: Suzanne Sherman, Gregg Lynk, Pete Sweeney, Elia Twigg, Amanda Millirons, Rachel Gerena, Crystal Phillips-Mustain, Lee Ann Bachan, Andy Anderson, Yvonne Clayborne, Debbie Goode Meeting to discuss potential for stormwater audit and scope of work. Suzanne gave a brief historic overview and explained how the consultant gave a presentation to council, an excel document with parcel data and a rate estimate.
7/28/15	Request from Gregg Lynk for a more thorough timeline/analysis	Email dated 7/28/15 at 7:44PM	Gregg Lynk requested a more thorough timeline/analysis consisting of dates, meetings, topics, charts and any and all supporting documents and details surrounding the Harris

			Negotiations. Documents and details that encompass any and all discussion since it was discovered that there was any issue with the stormwater billing process was requested by close of business on Friday, 31, 2015.
--	--	--	--

General Overview of Stormwater Utility Report

Over time, collection rates have continued to decline. Many account holders have not paid their bills, which have significantly impacted and affected Public Works operations and capital projects. The fund has experienced significant adverse impacts this fiscal year due to the following factors:

- Non-payment on accounts (reduces revenues)
- Repayment to outside government entities in a lump sum and refunding city properties over the course of four years (reduces revenues and increases expenditures)
- Debt incurred from the Utilities Interfund Loan (reduces revenues & increases expenditures)
- Adjustments such as credits to correct billing errors found on accounts (reduces revenues)

Aware of the challenges with the current structure of the Program, Management & Council discussed the need for a Stormwater Utility Study at the 5/20/14 Budget Workshop (The decision to stop billing governmental properties and refund came after this meeting). Please see an excerpt of the presentation to Council below.

- Stormwater Fund – stable, but...
 - Increasing accounts receivable
 - Delinquent rate on vacant properties too high
 - Collection via tax bill
 - Much higher collection rate
 - Requires study update
 - RFP process - 6- 9 months; +/- \$100,000
 - Recommended to file for Declaratory Judgment

Council approved funding a SWU rate study and a stormwater master plan as part of the FY 2015 Approved Budget. As the fiscal year progressed, staff discovered additional adjustments required to correct billing errors. This discovery led to the realization that a more in-depth review of the parcels was required. Although staff has reviewed many of the large parcels, the scope of the study will need to be revised to also include evaluating all parcels and the methodology for establishing the ERU. It is

From: [Gregory Stone](#)
To: [Barney Weiss](#)
Cc: [Lauren Shirey](#); [Traci Hildreth](#); [Jarvis Middleton](#)
Subject: INFO: Harris" SW credit
Date: Friday, June 29, 2018 2:14:00 PM

We are OK to use the carryover to pay Harris. See Evan's note below regarding the permit fees. I don't recall if there was some revenue to cover the remaining amount.

From: Rosenthal, Evan <erosenthal@ngn-tally.com>
Sent: Friday, June 29, 2018 12:22 PM
To: Gregory Stone <Gregory.Stone@palmbayflorida.org>
Subject: Re: QUESTION: Overcharges from Stormwater service fee

I think you are fine to use the carryover stormwater fee revenues, as this essentially amounts to a refund of excess monies that they paid directly into that fund. What sort of permit fees are we talking about here? Generally, fees imposed in conjunction with a permit are regulatory fees and hence heavily restricted in how they can be spent. They are only supposed to be used to cover the costs of the activity being regulated.

Evan J. Rosenthal, Esq.
Nabors, Giblin & Nickerson P.A.
1500 Mahan Drive, Suite 200
Tallahassee, Florida 32308
(850) 224-4070
erosenthal@ngn-tally.com

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On Jun 29, 2018, at 11:51 AM, Gregory Stone <Gregory.Stone@palmbayflorida.org> wrote:

That's what I thought. So the plan will be the latter. Those funds currently reside in the Utility but are not derived from the assessment. Do you see an issue with that?
Greg

From: Rosenthal, Evan <erosenthal@ngn-tally.com>
Sent: Friday, June 29, 2018 11:50 AM
To: Gregory Stone <Gregory.Stone@palmbayflorida.org>
Cc: Rosenthal, Evan <erosenthal@ngn-tally.com>

Subject: Re: QUESTION: Overcharges from Stormwater service fee

Hi Greg, sorry I've been traveling all week. You can't reduce their assessment but the City could agree to pay it each year out of general fund revenues or other non-restricted funds (like how it is done for institutional properties) until they are made whole. Or the City could pay them off now, but as you mentioned, cannot use assessment proceeds to do so.

Evan J. Rosenthal, Esq.

Nabors, Giblin & Nickerson P.A.

1500 Mahan Drive, Suite 200

Tallahassee, Florida 32308

(850) 224-4070

erosenthal@ngn-tally.com

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On Jun 29, 2018, at 11:31 AM, Gregory Stone

<Gregory.Stone@palmbayflorida.org> wrote:

Evan,

Can you let me know when you might have a chance to look at this? We owe something to Harris. Thanks.

Greg

From: Gregory Stone

Sent: Wednesday, June 27, 2018 2:49 PM

To: Evan Rosenthal (erosenthal@ngnlaw.com) <erosenthal@ngnlaw.com>

Cc: Barney Weiss (barney.weiss@pbfl.org) <barney.weiss@pbfl.org>;

Jarvis Middleton (jarvis.middleton@pbfl.org) <jarvis.middleton@pbfl.org>

Subject: QUESTION: Overcharges from Stormwater service fee

Evan,

You may remember from our old SWU that we overcharged Harris Corporation for several years. The City and Harris agreed to suspend the service fee until the overcharges were recouped. At the start of the assessment, we still owed them about \$230K. A few questions to make sure we are settling up properly.

- Can we reduce their assessment until the debt is paid?

- If not, we plan to pay them from funds in the Utility, but not derived from the assessment.
 - We carried over about \$200K from the service fee into the new SWU
 - We have revenue from permit fees to make up the difference

Do you see any issue with that or do you have another recommendation?

Thanks.

Greg

Gregory L. Stone, PMP

City of Palm Bay

Department of Public Works

Special Projects Division Manager

(321) 409-7140

(321) 474-3857 cell

gregory.stone@pbfl.org

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LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Lisa Morrell, City Manager

DATE: September 19, 2019

RE: 2020 State Legislative Priorities

A handwritten signature in black ink, appearing to read "Lisa Morrell".

The Brevard Legislative Delegation will meet on Wednesday, September 25, 2019 at Canaveral Port Authority. The City of Palm Bay is focused on projects that will increase the economic viability of the community. By investing in improvements to transportation, utility, and economic development projects, Palm Bay is positioning itself to attract new and expand existing businesses and job opportunities as well as increase the quality of life for its residents.

The following list reflects the preliminary State legislative priorities, which have been updated from the priorities of last year.

- Seek the continued funding support of transportation projects, including portions of Malabar Road, Babcock Street, and the St. John's Heritage Parkway
 - The City has received an engineer's estimate for the engineering, design and construction of the Malabar Road widening from Minton Road to the St. John's Heritage Parkway. It is estimated that the design will be approximately \$3.9 million with construction estimated to cost \$26 million.
 - Per Florida Department of Transportation, the City must secure the funds for design prior to the completion of the PD&E. The PD&E is anticipated to begin before the end of the 2019 calendar year with completion expected in December 2020.
- Seek funding support for water quality projects, to facilitate septic-to-sewer conversions, resulting in the protection of the Floridan aquifer, canal systems, Turkey Creek, Indian River Lagoon and other natural water resources

- Seek funding for the attraction and development of an event, entertainment, and sport center/venue to be located within the city limits of Palm Bay
- Seek funding support for trail and boardwalk development connecting Pollack Park boat ramp to Castaway Point Park to foster a walkable waterfront community and maintain public access to Pelican Harbor Marina.
 - A boardwalk along this stretch will further redevelopment of the Marina and meet tourism development objectives, creating a waterfront destination and provide additional recreation opportunities in Palm Bay.
 - The City and Bayfront CRA are currently seeking commercial waterfront development opportunities for the Pelican Harbor Marina. An RFP for such opportunities is expected to be complete before the end of the 2019 calendar year.
- Relax requirements for Florida Certified Building Plans Examiners and Commercial Building Inspectors.
 - The current State requirements make it difficult for the City to be competitive with the private-sector in terms of pay, which hinders recruitment of certified individuals and requires the City to outsource plans examiners and inspectors to the private-sector. Outsourcing for these positions reduces the City's ability for local oversight and ensure compliance with the adopted Florida Building Code.
- Seek funding support to demolish the historic Fire Station No. 1 located at 2148 Palm Bay Road NE and construct a new Fire Station (No. 7) to meet the future growth and demand of the City for Police and Fire Departments.
 - The City of Palm Bay participates in the Florida Department of Environmental Protection's Leaky Underground Storage Tank/Early Detection Incentive Program with the Brevard County Natural Resources Division. As such, the County has contracted to have several monitoring wells installed on site for continued soil

analytics. Additionally, the City believes both buildings on site to have asbestos and lead paint issues.

- Seek funding for School Resource Officers (SROs) to ensure continued public safety at schools within the city limits of Palm Bay.
- Support of an additional stop in Palm Bay along the Virgin Trains USA/Brightline high-speed rail line connecting south Florida with central Florida.
 - Palm Bay is the second largest city in central Florida. Currently, Brevard County is expected to have a stop in Cocoa following the completion of the West Palm Beach to Orlando rail-line connection. A second stop in Brevard County, based in Palm Bay, would connect north-central and south Brevard communities providing for additional tourism and recreational opportunities within the City as well as ease of travel to major employers located in south Brevard County for north and central County residents.
- Support for legislation and State incentives that strengthen business relocation and expansion that furthers local economic development efforts to create jobs and encourage private investment.

REQUESTING DEPARTMENTS:

Community & Economic Development, City Manager's Office

FISCAL IMPACT:

Potential funding impact could include local matching funds should any funding requests be approved.

RECOMMENDATION:

Motion to authorize staff to pursue the City's legislative agenda.

JJ/ab



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Lisa Morrell, City Manager

DATE: September 19, 2019

RE: Travel Request – Police Department

A handwritten signature in black ink, appearing to read "Lisa Morrell".

The Police Department is requesting permission for the following employees to travel for business purposes:

Accreditation Secretary Alyssa Bermudez will be traveling to St Petersburg, FL from September 29, 2019 to October 4, 2019 to attend the Florida Police Accreditation Coalition Training Week and Confirmation Hearing. The Registration Cost is estimated at \$175.00, the Lodging Cost is estimated at \$870.00, the parking cost is estimated at \$25.00 and the per diem is estimated at \$235.00 with an approximate total of \$1,305.00. This will be paid out of the Support Services Division Account (5011).

Chief Nelson Moya and Deputy Chief Mariano Augello will be traveling to St. Petersburg, FL October 1-2, 2019 to attend the Florida Police Accreditation Hearing. The Lodging Cost is estimated at \$348.00, the Parking Cost is estimated at \$10.00 and the per diem is estimated at \$94.00 with an approximate total of \$452.00. This will be paid out of the Executive Division Account (5010).

Accreditation Sergeant Ryan Palmer will be traveling to St. Petersburg, FL October 1-2, 2019 to attend the Florida Police Accreditation Hearing. The Lodging Cost is estimated at \$174.00, the Parking Cost is estimated at \$5.00 and the per diem is estimated at \$47.00 with an approximate total of \$231.00. This will be paid out of the Support Services Division Account (5011).

REQUESTING DEPARTMENT:

Police Department

FISCAL IMPACT:

The estimated expenditure is \$1,983.00

Registration (001-5010-521-5501)	\$0.00
Travel (001-5010-521-4001)	\$452.00
Registration (001-5011-521-5501)	\$175.00
Travel (001-5011-521-4001)	\$1356.00
TOTAL	\$1,983.00

RECOMMENDATION:

Motion to acknowledge and approve travel as mentioned above.

Attachment: 1) Travel information (available upon request)

NM/ts/ab



(<https://www.fla-pac.org/>)

Training Week Information
(/conference-information)

Member Login (/login)

 MENU

THE NEXT FLORIDA POLICE ACCREDITATION WEEK IS...

**Sunday, September 29, 2019 -
Friday, October 4, 2019**



Register Now
(<https://www.fla-pac.org/registration/>)

**Registration form is for Accreditation Training
Week registration ONLY.**

Hotel reservations must be made directly with the hotel.

Rates begin at \$149.00

Hilton St. Petersburg Bayfront

1-800-445-8667

FLA-PAC Conference (group ID)

Credit Card guarantee required when booking.

**\$5 per day/per vehicle parking fee will be
required in addition to the daily room rate.**

To avoid late fees, complete and submit your registration at least 30 days before the conference start date.

Registration fees per person	FLA-PAC Members	Non-Members
Registered at least 30 days before conference	\$150.00	\$175.00
Registered less than 30 days before conference:	\$175.00	\$200.00

Register Now
(<https://www.fla-pac.org/registration/>)

**Registration form is for Accreditation Training
Week registration ONLY.**

Hotel reservations must be made directly with the hotel.

Rates begin at \$149.00

Hilton St. Petersburg Bayfront

1-800-445-8667

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Registered at least 30 days before conference	\$150.00	\$175.00
Registered less than 30 days before conference:	\$175.00	\$200.00

(For planning purposes **ONLY**. An invoice will be sent once your registration is received.

SUBMIT ONLY THE INVOICE FOR PAYMENT.

The registration fee for those holding a "retired" membership in FLA-PAC is \$100.00 if submitted at least 30 days before the conference.

Cancellations must be made at least 30 days before the conference begins to receive a refund of fees paid.

Thank You!

UPCOMING CONFERENCES!

World Golf Village St Augustine Feb 16 - 21, 2020

Omni Orlando Championsgate June 14 - 20, 2020

Hilton Bayfront St Petersburg Oct 11 - 16, 2020

World Golf Village St Augustine Feb 14- 19, 2021

Omni Orlando Championsgate June 20 - 26, 2021

Hilton Bayfront St Petersburg Oct 3 - 8, 2021

World Golf Village St Augustine Feb 20 - 25, 2022



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Tanya Seibert

From: Hampton Confirmed <noreply@h4.hilton.com>
Sent: Monday, August 26, 2019 9:43 AM
To: Tanya Seibert
Subject: Your Sep-29-2019 Confirmation #93747968

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.



**Alyssa Bermudez, join
Hilton Honors**

sign up

**Alyssa Bermudez,
see you on Sep-29-2019**



Your Upcoming Stay

Hampton Inn & Suites St. Petersburg/Downtown
80 Beach Drive NE
Saint Petersburg FL 33701, US
T: 17278929900

Confirmation #93747968

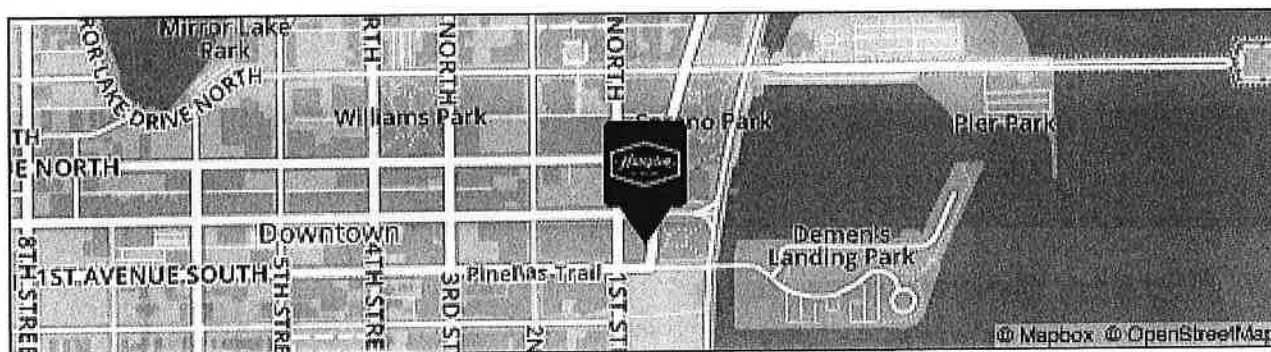
Sun
29

5 nights

Fri
4

September
Check In: 3:00PM

October
Check Out: 11:00AM



Your Room Information

2 QUEENS STD

Rooms: 1

Guests: 1 Adult

Your Rate Information

BEST AVAILABLE RATE

Rate per night

Sep-29-2019 - Oct-04-2019

174.00 USD

Total for Stay per Room Rate

870.00 USD

Taxes

113.10 USD

Total price for Stay

983.10 USD

Sun
29

5 nights

Fri
4

September
Check In: 3:00PM

October
Check Out: 11:00AM



Your Room Information

2 QUEENS STD

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Sep-29-2019 - Oct-04-2019

174.00 USD

Total for Stay per Room Rate

870.00 USD

Taxes

113.10 USD

Total price for Stay

983.10 USD



U.S. General Services Administration

FY 2019 Per Diem Rates for ZIP 33701

Meals & Incidentals (M&IE) Breakdown

Primary Destination	County	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & Last Day of Travel
Tampa / St. Petersburg	Pinellas / Hillsborough	\$61	\$14	\$16	\$26	\$5	\$45.75



CITY OF PALM BAY, FLORIDA

Travel Request/Advance Request

Contact/Ext Tanya Seibert / 1465

Control # _____

Request Date: _____

Name: Nelson Moya		Destination: St Petersburg, FL			
Department/Division: POLICE/EXEC		Departure Date of: 10/1/2019 Time of: 4:00 PM		Return 10/2/2019 4:00 PM	
101-5010-521-5501 \$					
Account To Be Charged: 101-5010-521-4001 \$ 252.00		Estimated Cost: before mileage reimbursement		\$226.00	
Purpose of Travel (Specify Conference, School or Other Reason) - ATTACH ITINERARY					
To attend the Accreditation Confirmation Hearing/Ceremony in St. Petersburg, FL 10-1-19 to 10-2-19					
Date Approved By Council: _____					
<div style="display: flex; justify-content: space-between;"> <div> Transportation: boldface or circle choice(s) POV - Estimated Mileage City Vehicle Common Carrier (complete below) </div> </div>					
PREPAID EXPENSES	VENDOR/ADDRESS	EXPLANATION	AMOUNT	FINANCE USE ONLY	
Registration	Florida Police Accreditation			Vendor #	Check #
Due Date					Date
Hand Carry Y N			\$0.00		
Lodging	Hampton Inn & Suites St Pete. 80 Beach Driver NE St. Petersburg, FL 33701 727-892-9900 Conf # 91387808	Rate \$174.00 # Nights 1		Vendor #	Check #
Due Date					Date
Hand Carry Y N			\$174.00		
Common Carrier (if applicable)				Vendor #	Check #
Due Date					Date
Hand Carry Y N					
Other Expenses	Parking	\$5.00 @ 1 days	\$5.00	Vendor #	Check #
Due Date					Date
Hand Carry Y N					
Other Expenses				Vendor #	Check #
Due Date					Date
Hand Carry Y N					
PER DIEM ADVANCE				Vendor #	Check #
Refer to www.gsa.gov for rates - attach proof of rate (Lodging prepaid - receipt required)					
Breakfast	0	@ \$14.00 =	\$0.00		Date
Lunch	1	@ \$16.00 =	\$16.00		
Dinner	2	@ \$26.00 =	\$52.00		
Incidentals	1	@ \$5.00 =	\$5.00		
			\$73.00		

TRAVEL APPROVALS

Department Head

Date

Finance

Date

(if applicable)

City Manager

Date

(ATTACH TO EXPENSE REPORT UPON RETURN)



(<https://www.fla-pac.org/>)

Training Week Information
(/conference-information)

Member Login (/login)

 MENU

THE NEXT FLORIDA POLICE ACCREDITATION WEEK IS...

**Sunday, September 29, 2019 -
Friday, October 4, 2019**



Register Now
(<https://www.fla-pac.org/registration/>)

**Registration form is for Accreditation Training
Week registration ONLY.**

Hotel reservations must be made directly with the hotel.

Rates begin at \$149.00

Hilton St. Petersburg Bayfront

1-800-445-8667

FLA-PAC Conference (group ID)

Credit Card guarantee required when booking.

**\$5 per day/per vehicle parking fee will be
required in addition to the daily room rate.**

To avoid late fees, complete and submit your registration at least 30 days before the conference start date.

Registration fees per person	FLA-PAC Members	Non-Members
Registered at least 30 days before conference	\$150.00	\$175.00
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SUBMIT ONLY THE INVOICE FOR PAYMENT.

The registration fee for those holding a "retired" membership in FLA-PAC is \$100.00 if submitted at least 30 days before the conference.

Cancellations must be made at least 30 days before the conference begins to receive a refund of fees paid.

Thank You!

UPCOMING CONFERENCES!

World Golf Village St Augustine Feb 16 - 21, 2020

Omni Orlando Championsgate June 14 - 20, 2020

Hilton Bayfront St Petersburg Oct 11 - 16, 2020

World Golf Village St Augustine Feb 14- 19, 2021

Omni Orlando Championsgate June 20 - 26, 2021

Hilton Bayfront St Petersburg Oct 3 - 8, 2021

World Golf Village St Augustine Feb 20 - 25, 2022



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Tanya Seibert

From: Hampton Confirmed <noreply@h4.hilton.com>
Sent: Monday, August 26, 2019 9:40 AM
To: Tanya Seibert
Subject: Your Sep-29-2019 Confirmation #91387808

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.



**Nelson Moya, join Hilton
Honors**

sign up

**Nelson Moya,
see you on Sep-29-2019**



Your Upcoming Stay

Hampton Inn & Suites St. Petersburg/Downtown
80 Beach Drive NE
Saint Petersburg FL 33701, US
T: 17278929900

Confirmation #91387808

Sun

29

September

Check In: 3:00PM

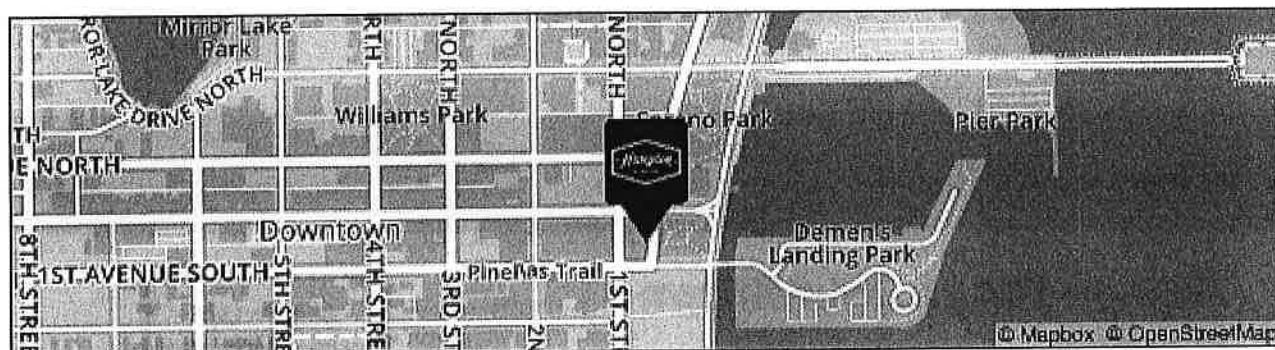
5 nights

Fri

4

October

Check Out: 11:00AM



Your Room Information

2 QUEENS STD

Rooms: 1

Guests: 1 Adult

Your Rate Information

BEST AVAILABLE RATE

Rate per night

Sep-29-2019 - Oct-04-2019

174.00 USD

Total for Stay per Room Rate

870.00 USD

Taxes

113.10 USD

Total price for Stay

983.10 USD

Sun
29

5 nights

Fri
4

September
Check In: 3:00PM

October
Check Out: 11:00AM



Your Room Information

2 QUEENS STD

Rooms: 1

Guests: 1 Adult

Your Rate Information

BEST AVAILABLE RATE

Rate per night

Sep-29-2019 - Oct-04-2019

174.00 USD

Total for Stay per Room Rate

870.00 USD

Taxes

113.10 USD

Total price for Stay

983.10 USD



U.S. General Services Administration

FY 2019 Per Diem Rates for ZIP 33701

Meals & Incidentals (M&IE) Breakdown

Primary Destination	County	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & Last Day of Travel
Tampa / St. Petersburg	Pinellas / Hillsborough	\$61	\$14	\$16	\$26	\$5	\$45.75



CITY OF PALM BAY, FLORIDA

Travel Request/Advance Request

Contact/Ext Tanya Seibert / 1465

Control # _____

Request Date: _____

Name: <u>Mariano Augello</u>		Destination: <u>St Petersburg, FL</u>			
Department/Division: <u>POLICE/EXEC</u>		<div style="display: flex; justify-content: space-between;"> <div> Departure Date of: <u>10/1/2019</u> Time of: <u>4:00 PM</u> </div> <div> Return <u>10/2/2019</u> <u>4:00 PM</u> </div> </div>			
Account To Be Charged: <u>SW</u> 101-5010-521-5501 \$ _____ 101-5010-521-4001 \$ <u>252.00</u>		Estimated Cost: before mileage reimbursement <u>\$226.00</u>			
Purpose of Travel (Specify Conference, School or Other Reason) - ATTACH ITINERARY To attend the Accreditation Confirmation Hearing/Ceremony in St. Petersburg, FL <u>10/1/19 - 10/2/19</u>					
Date Approved By Council: _____					
Transportation: boldface or circle choice(s) <div style="display: flex; justify-content: space-between;"> <div>POV - Estimated Mileage</div> <div>City Vehicle</div> </div> <div style="text-align: center;">Common Carrier (complete below)</div>					
PREPAID EXPENSES	VENDOR/ADDRESS	EXPLANATION	AMOUNT	FINANCE USE ONLY	
Registration	Florida Police Accreditation Coalition Inc PO Box 490560 Key Biscayne, FL 33149		\$0.00	Vendor #	Check #
Due Date _____				Date	
Hand Carry Y N					
Lodging	Hampton Inn & Suites St Pete. 80 Beach Driver NE St. Petersburg, FL 33701 727-892-9900 Conf # 97417120	Rate <u>\$174.00</u> # Nights <u>1</u>	\$174.00	Vendor #	Check #
Due Date _____				Date	
Hand Carry Y N					
Common Carrier (if applicable)				Vendor #	Check #
Due Date _____				Date	
Hand Carry Y N					
Other Expenses	Parking	\$5.00 @ 1 days	\$5.00	Vendor #	Check #
Due Date _____				Date	
Hand Carry Y N					
Other Expenses				Vendor #	Check #
Due Date _____				Date	
Hand Carry Y N					
PER DIEM ADVANCE Refer to www.gsa.gov for rates - attach proof of rate (Lodging prepaid - receipt required)				Vendor #	Check #
Breakfast	<u>0</u>	@ <u>\$14.00</u>	= \$0.00		Date
Lunch	<u>1</u>	@ <u>\$16.00</u>	= \$16.00		
Dinner	<u>2</u>	@ <u>\$26.00</u>	= \$52.00		
Incidentals	<u>1</u>	@ <u>\$5.00</u>	= \$5.00		
			\$47.00		

TRAVEL APPROVALS

9/9/19
 Department Head Date

Finance Date

(if applicable)

City Manager Date


(ATTACH TO EXPENSE REPORT UPON RETURN)



(<https://www.fla-pac.org/>)

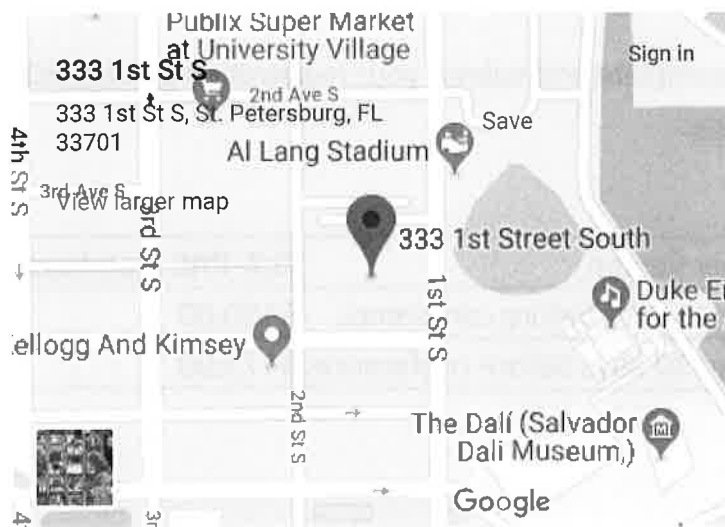
Training Week Information
(/conference-information)

Member Login (/login)

 MENU

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Week registration ONLY.**

Hotel reservations must be made directly with the hotel.

Rates begin at \$149.00

Hilton St. Petersburg Bayfront

1-800-445-8667

FLA-PAC Conference (group ID)

Credit Card guarantee required when booking.

**\$5 per day/per vehicle parking fee will be
required in addition to the daily room rate.**

To avoid late fees, complete and submit your registration at least 30 days before the conference start date.

Registration fees per person	FLA-PAC Members	Non-Members
Registered at least 30 days before conference	\$150.00	\$175.00
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SUBMIT ONLY THE INVOICE FOR PAYMENT.

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Thank You!

UPCOMING CONFERENCES!

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Omni Orlando Championsgate June 14 - 20, 2020

Hilton Bayfront St Petersburg Oct 11 - 16, 2020

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Omni Orlando Championsgate June 20 - 26, 2021

Hilton Bayfront St Petersburg Oct 3 - 8, 2021

World Golf Village St Augustine Feb 20 - 25, 2022



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Tanya Seibert

From: Hampton Confirmed <noreply@h4.hilton.com>
Sent: Monday, August 26, 2019 9:40 AM
To: Tanya Seibert
Subject: Your Sep-29-2019 Confirmation #97417120

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.



**Mario Augello, Join Hilton
Honors**

sign up

**Mario Augello,
see you on Sep-29-2019**



Your Upcoming Stay

Hampton Inn & Suites St. Petersburg/Downtown
80 Beach Drive NE
Saint Petersburg FL 33701, US
T: 17278929900

Confirmation #97417120

Sun

29

September

Check In: 3:00PM

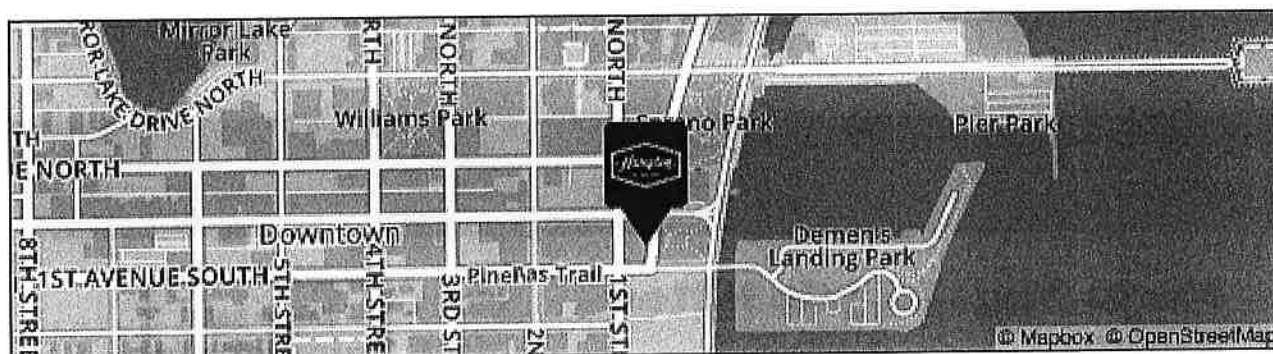
5 nights

Fri

4

October

Check Out: 11:00AM



Your Room Information

2 QUEENS STD

Rooms: 1

Guests: 1 Adult

Your Rate Information

BEST AVAILABLE RATE

Rate per night

Sep-29-2019 - Oct-04-2019

174.00 USD

Total for Stay per Room Rate

870.00 USD

Taxes

113.10 USD

Total price for Stay

983.10 USD

Sun
29

5 nights

Fri
4

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Check In: 3:00PM

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U.S. General Services Administration

FY 2019 Per Diem Rates for ZIP 33701

Meals & Incidentals (M&IE) Breakdown

Primary Destination	County	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & LastDay of Travel
Tampa / St. Petersburg	Pinellas / Hillsborough	\$61	\$14	\$16	\$26	\$5	\$45.75



CITY OF PALM BAY, FLORIDA

Travel Request/Advance Request

Contact/Ext Tanya Seibert / 1465

Control # _____

Request Date: _____

Name: Ryan Palmer		Destination: St Petersburg, FL			
Department/Division: POLICE/SS		Departure Date of: 10/11/2019 Time of: 4:00 PM		Return Date of: 10/2/2019 Time of: 4:00 PM	
Account To Be Charged: 101-5011-521-5501 \$ ser 101-5011-521-4001 \$252.00		Estimated Cost: before mileage reimbursement \$224.00			
Purpose of Travel (Specify Conference, School or Other Reason) - ATTACH ITINERARY To attend the Accreditation Confirmation Hearing/Ceremony in St. Petersburg, FL					
Date Approved By Council: _____					
Transportation: boldface or circle choice(s) <div style="display: flex; justify-content: space-between;"> <div>POV - Estimated Mileage _____</div> <div>City Vehicle _____</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Common Carrier (complete below)</div> </div>					
PREPAID EXPENSES	VENDOR/ADDRESS	EXPLANATION	AMOUNT	FINANCE USE ONLY	
Registration	Florida Police Accreditation			Vendor #	Check #
Due Date _____					Date
Hand Carry Y N			\$0.00		
Lodging	Hampton Inn & Suites St Pete. 80 Beach Driver NE St. Petersburg, FL 33701 727-892-9900 Conf #95320032	Rate \$174.00 # Nights 1		Vendor #	Check #
Due Date _____					Date
Hand Carry Y N			\$174.00		
Common Carrier (if applicable)				Vendor #	Check #
Due Date _____					Date
Hand Carry Y N					
Other Expenses	Parking	\$5.00 @ 1 days	\$5.00	Vendor #	Check #
Due Date _____					Date
Hand Carry Y N					
Other Expenses				Vendor #	Check #
Due Date _____					Date
Hand Carry Y N					
PER DIEM ADVANCE				Vendor #	Check #
Refer to www.gsa.gov for rates - attach proof of rate (Lodging prepaid - receipt required)					
Breakfast	0	@ \$14.00 =	\$0.00		Date
Lunch	1	@ \$16.00 =	\$16.00		
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Incidentals	1	@ \$5.00 =	\$5.00		
			\$47.00		

TRAVEL APPROVALS

9/9/19
 Department Head Date

Finance Date

(if applicable)

City Manager Date

(ATTACH TO EXPENSE REPORT UPON RETURN)



(<https://www.fla-pac.org/>)

Training Week Information
([/conference-information](#))

Member Login ([/login](#))

 MENU

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Omni Orlando Championsgate June 20 - 26, 2021

Hilton Bayfront St Petersburg Oct 3 - 8, 2021

World Golf Village St Augustine Feb 20 - 25, 2022



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Tanya Seibert

From: Hampton Confirmed <noreply@h4.hilton.com>
Sent: Monday, August 26, 2019 9:40 AM
To: Tanya Seibert
Subject: Your Sep-29-2019 Confirmation #95320032

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.



**Ryan Palmer, Join Hilton
Honors**

sign up

**Ryan Palmer,
see you on Sep-29-2019**



Your Upcoming Stay

Hampton Inn & Suites St. Petersburg/Downtown
80 Beach Drive NE
Saint Petersburg FL 33701, US
T: 17278929900

Confirmation #95320032

29

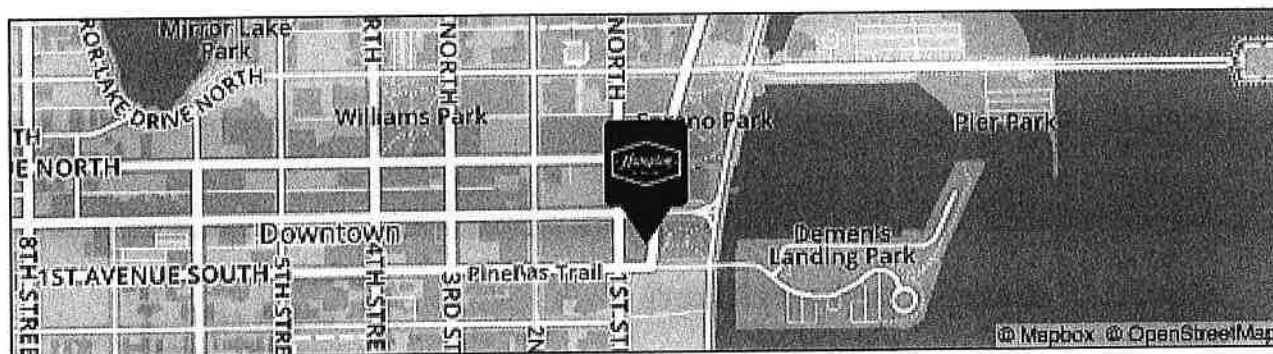
Fri

4

Check In: 3:00PM

October

Check Out: 11:00AM



2 QUEENS STD

Rooms: 1

Guests: 1 Adult

Your Rate Information

BEST AVAILABLE RATE

Rate per night

Sep-29-2019 - Oct-04-2019

174.00 USD

Total for Stay per Room Rate

870.00 USD

Taxes

113.10 USD

Total price for Stay

983.10 USD

Sun
29

5 nights

Fri
4

September
Check In: 3:00PM

October
Check Out: 11:00AM



Your Room Information

2 QUEENS STD

Rooms: 1

Guests: 1 Adult

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Taxes

113.10 USD

Total price for Stay

983.10 USD



U.S. General Services Administration

FY 2019 Per Diem Rates for ZIP 33701

Meals & Incidentals (M&IE) Breakdown

Primary Destination	County	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & Last Day of Travel
Tampa / St. Petersburg	Pinellas / Hillsborough	\$61	\$14	\$16	\$26	\$5	\$45.75



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Lisa Morrell, City Manager

DATE: September 19, 2019

RE: Travel Request – Procurement Department

A handwritten signature in black ink, appearing to read "Lisa Morrell".

The Procurement Department is requesting City Council approval for the following employee to travel for business purposes:

Juliet Misconi, Chief Procurement Officer, will be attending the FAPPO (Florida Association of Public Procurement Officials) Board of Directors Meeting & Fall Workshop to be held in St. Pete Beach, Florida on October 28-29, 2019. This is a budgeted travel expenditure.

As the Chairperson for the Legislative Committee, Ms. Misconi attends quarterly FAPPO Board of Director meetings. For efficiency and cost effectiveness, the organization has planned the next quarterly BOD meeting to be the day before the Fall Workshop at the same location. The FAPPO Fall Workshop offers the opportunity to attend training sessions that are presented by peers from around the state on many procurement topics which are relevant to current trends and processes, and best practices from other agencies. This year's Workshop theme is Organizational Sustainability.

REQUESTING DEPARTMENT:

Procurement Department

FISCAL IMPACT:

The estimated expenditure is \$421.00 and is budgeted for Fiscal Year 2020 in 001-1510-513-5501 and 001-1510-513-4001.

September 19, 2019

Page | 2

RECOMMENDATION:

Motion to acknowledge and approve travel as mentioned above.

Attachment: 1) Travel information (available upon request)

JLM/ab



CITY OF PALM BAY, FLORIDA

Travel Request/Advance Request

Control #

Request Date: 9/20/2019

Contact/Ext Juliet Misconi / 3230

Name: Juliet Misconi		Destination: FAPPO Fall Workshop			
Department/Division: Procurement		Departure Date of: 10/27/2019		Return Date of: 10/29/2019	
Account To Be Charged: 001-1510-513.55-01		Time of: 2:00 PM		8:00 PM	
Account To Be Charged: 001-1510-513.40-01		Estimated Cost: before mileage reimbursement			
Purpose of Travel (Specify Conference, School or Other Reason) - ATTACH ITINERARY					
Board of Director Meeting & Workshop hosted by the Florida Association of Public Procurement Officials, which provides procurement training and continuing education essential to my functions					
Date Approved By Council: _____					
Transportation: boldface or circle choice(s) <div style="display: inline-block; border: 1px solid black; border-radius: 50%; padding: 2px; margin: 0 10px;">POV - Estimated Mileage</div> City Vehicle Common Carrier (complete below)					
PREPAID EXPENSES	VENDOR/ADDRESS	EXPLANATION	AMOUNT	FINANCE USE ONLY	
Registration	FAPPO, Inc. P.O.Box 622612 Orlando, FL 32862-2612			Vendor #	Check #
Due Date 10/21/2018					Date
Hand Carry Y <input checked="" type="radio"/> N	Paying with P-card		\$99.00		
Lodging	Tradewinds Island Resort 5600 Gulf Blvd. St. Pete Beach, FL 33706	Rate \$125.50		Vendor #	Check #
Due Date 9/29/2019		# Nights 2			Date
Hand Carry Y <input checked="" type="radio"/> N	Paying with P-card	Note: Rate is \$130 for 10/27 and \$121 for 10/28	\$251.00		
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 1	@	\$14.00 =	\$14.00		Date
Lunch 0	@	\$26.00 =	\$0.00		
Dinner 2	@	\$26.00 =	\$52.00		
Incidentals 1	@	\$5.00 =	\$5.00		
			\$71.00		

TRAVEL APPROVALS

Department Head

Date

Finance

Date

(if applicable)

From: fappo@jangomail.com
To: [Juliet Misconi](#)
Subject: MESSAGE FROM PRESIDENT, THERESA WEBB
Date: Tuesday, September 3, 2019 4:32:26 PM

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.



The 2019 FAPPO Fall Workshop will be on Tuesday October 29, 2019 at the Tradewinds Island Resort, 5600 Gulf Blvd., St. Pete Beach (Note the date change). Conference registration costs for the one-day workshop is \$99 for FAPPO members or \$149 for non-members.

Workshop registration deadline is October 21, 2019.

FAPPO has reserved a block of rooms for Monday night at the rate of \$121 per night. To receive the discounted price, be sure to let the Group Reservation Department representative know that you are with the Florida Association of Public Procurement Officials. Call 1-800-808-9833 to make your reservations. To assure accommodation availability, **hotel reservations must be made by September 29, 2019**. Any extended nights at the hotel will be at the prevailing rate and based upon availability as follows: \$130 per night for a hotel room, \$185 per night for a suite, or \$205 per night for a gulf-front suite, all based upon single or double occupancy.

Other helpful tips: breakfast and lunch are included in the registration costs; check-in time is after 4:00 P.M.; check out is 11:00 A.M; self-parking for one car per room is included; parking for non-overnight attendees is subject to availability at the rate of \$10 per day; valet parking is an additional \$8 fee.

The Fall Workshop Chair, Kristina Rodriguez, is putting together a great lineup of educational opportunities through general sessions and breakout workshops.....more to come on the agenda in the next couple of weeks.

**DON'T MISS OUT ON THIS GREAT VALUE AND LEARNING OPPORTUNITY.
GET REGISTERED TODAY.**

This email was sent by Florida Association of Public Procurement Official, located at 400 E. South Street, 2nd Floor, Orlando, FL 32801 (USA). To receive no further emails, please [click here](#) or reply to this email with "unlist" in the Subject line.





FY 2019 Per Diem Rates for ZIP 33706

I'm interested in:

Lodging Rates

Meals & Incidentals (M&IE) Rates

Lodging by month (excluding taxes) | October 2018 - September 2019

Cities not appearing below may be located within a county for which rates are listed. To determine what county a city is located in, visit the National Association of Counties (NACO) website (a non-federal website) .

[CSV](#)

[Print](#)

Primary Destination ⓘ	County ⓘ	2018 Oct	Nov	Dec	2019 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Tampa / St. Petersburg	Pinellas / Hillsborough	\$121	\$121	\$121	\$155	\$155	\$155	\$155	\$121	\$121	\$121	\$121	\$121

Meals & Incidentals (M&IE) Breakdownⁱ

Use this table to find the following information for federal employee travel:

M&IE Total - the full daily amount received for a single calendar day of travel when that day is neither the first nor last day of travel.

Breakfast, lunch, dinner, incidentals - Separate amounts for meals and incidentals. M&IE Total = Breakfast + Lunch + Dinner + Incidentals. Sometimes meal amounts must be deducted from trip voucher. See More Information

First & last day of travel - amount received on the first and last day of travel and equals 75% of total M&IE.

[CSV](#)

[Print](#)

Primary Destination ⁱ	County ⁱ	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & Last Day of Travel ⁱ
Tampa / St. Petersburg	Pinellas / Hillsborough	\$61	\$14	\$16	\$26	\$5	\$45.75

I'm interested in: