



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

Mayor
WILLIAM CAPOTE

Deputy Mayor
JEFF BAILEY

Councilmembers
MICHELE PACCIONE
HARRY SANTIAGO, JR.
TRES HOLTON

AGENDA

REGULAR COUNCIL MEETING NO. 2016-14

THURSDAY

June 16, 2016 - 7:00 P.M.
City Hall Council Chambers

CALL TO ORDER:

INVOCATION:

PLEDGE OF ALLEGIANCE:

ROLL CALL:

ANNOUNCEMENTS:

1. One (1) term expiring on the Police and Firefighter's Pension Plan, Board of Trustees (represents 'member elected by board').+

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.

ADOPTION OF MINUTES:

- * 1. Regular Council Meeting No. 2016-11; May 3, 2016.
- * 2. Regular Council Meeting No. 2016-12; May 19, 2016.

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

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

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

PUBLIC HEARINGS:

1. Ordinance No. 2016-37, amending the Code of Ordinances, Chapter 93, Real Property Nuisances, by creating a new subchapter to be titled 'Chronic Nuisances' (Case No. T-17-2016, City of Palm Bay), final reading.
- ♣2. Ordinance No. 2016-39, rezoning property located at the southeast corner of St. Andre Boulevard and Wingham Drive from NC (Neighborhood Commercial District) to HI (Heaving Industrial District) (9.48 acres)(Case No. CPZ-9-2016, City of Palm Bay), final reading.
3. Ordinance No. 2016-40, amending the Fiscal Year 2015-2016 budget by appropriating and allocating certain monies (third budget amendment), final reading.

PROCUREMENTS:

Award of Proposals:

- * 1. Lime slurry and polymer feed system equipment installation, North Regional Water Treatment Plan – RFP No. 39-0-2016 – Utilities Department (L7 Construction Inc. - \$452,700).
- * 2. Code Compliance lot mowing (unimproved lots) – RFP No. 44-0-2016 – Police Department (Santa Cruz Constructions - \$89,037).

Contract:

- * 1. Stormwater utility audit consultant, TO 16-01 – Public Works Department (Government Service Group - \$104,816).

UNFINISHED AND OLD BUSINESS:

1. Appointment of one (1) member to the Community Development Advisory Board.

COMMITTEE AND COUNCIL REPORTS:

NEW BUSINESS: (Ordinances are for first readings.)

- * 1. Ordinance No. 2016-41, amending the Code of Ordinances, Chapter 35, Purchasing, by modifying threshold procedures and definitions.
- * 2. Consideration of renewing a Joint Planning Agreement with Brevard County.
- * 3. Consideration of an interlocal agreement with Brevard County for a centralized uniform system for the registration, licensing and discipline of registered contractors.
- * 4. Consideration of an agreement to redesignate the administration of the Housing Opportunities for People with HIV/AIDS (HOPWA) Program to the Florida Department of Health.
- * 5. Consideration of renaming the Palm Bay Community Center to Anthony J. Rosa Community Center.

- * 6. Consideration of the donation of surplus property to Indian River County Sheriff's Office.
- * 7. Acknowledgement of the City's monthly financial report for April 2016.
- 8. Consideration of councilmembers attending the annual Florida League of Cities Conference, August 18-20, 2016, in Hollywood, Florida; appointment of voting delegate; rescheduling the second regular Council meeting in August.

ADMINISTRATIVE AND LEGAL REPORTS:

1. Consideration of a settlement agreement with UMB Bank, N.A. as it relates to the former Municipal Charter School (Patriot campus) property **(RESCHEDULED FROM RCM 06-02-16)**.

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

ADJOURNMENT:

♣ **Quasi-judicial proceeding.**

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

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

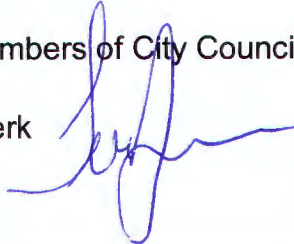
Any aggrieved or adversely affected person desiring to become a party in the quasi-judicial proceeding shall provide written notice to the City Clerk which notice shall, at a minimum, set forth the aggrieved or affected person's name, address, and telephone number, indicate how the aggrieved or affected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

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

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



MEMO TO: Honorable Mayor and Members of City Council

FROM: Terese M. Jones, City Clerk 

DATE: June 16, 2016

SUBJECT: One (1) Term Expiring – Police and Firefighters Retirement Pension Plan, Board of Trustees

The term of Richard Adams on the above subject board will expire on August 24, 2016.

This board consists of one member who is chosen by the majority of the Board of Trustees. As a courtesy, we are soliciting applications through our normal process and forwarding same to the board members for their final selection.

The position needs to be announced and applications solicited at tonight's meeting. A ministerial appointment will be made at the regular Council meeting to be held on August 18, 2016.

If you should have any questions, please advise.

/jcd

CITY OF PALM BAY, FLORIDA

REGULAR COUNCIL MEETING NO. 2016-11

Held on Tuesday, the 3rd day of May 2016, at the City Hall Council Chambers, 120 Malabar Road, SE, Palm Bay, Florida.

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

The meeting was called to order at the hour of 7:05 P.M.

Reverend Loren Fox, Episcopal Church of Our Savior, gave the invocation, which was followed by the Pledge of Allegiance to the Flag.

ROLL CALL:

MAYOR:	William Capote	Present
DEPUTY MAYOR:	Jeff Bailey	Present
COUNCILMEMBER:	Michele Paccione	Present
COUNCILMEMBER:	Harry Santiago, Jr.	Present
COUNCILMEMBER:	Tres Holton	Present
CITY MANAGER:	Gregg Lynk	Present
CITY ATTORNEY:	Andrew Lannon	Present
DEPUTY CITY CLERK:	Terri Lefler	Present

CITY STAFF: Present was David Isnardi, Deputy City Manager; Stuart Buchanan, Growth Management Director.

ANNOUNCEMENTS:

Deputy Mayor Bailey announced the following terms expiring and solicited applications for same:

1. Three (3) terms expiring on the Community Development Advisory Board (represents 'residential home building', 'banking industry', and 'advocate for low-income persons' positions).+

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 Bailey, seconded by Mr. Santiago, that the Consent Agenda be approved as presented with the removal of Item No. 2, Award of Proposals, and Item No. 1, Contract, under Procurements; and Item Nos. 2, 3, 4 and 5, under New Business, from consent. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Bailey, Yea; Councilwoman Paccione, Yea; Councilman Santiago, Yea; Councilman Holton, Yea.

PROCLAMATIONS:

The proclamations were read and presented.

- 1. Drinking Water Week – May 1-7, 2016.**
- 2. National Day of Prayer – May 5, 2016.**
- 3. The American Legion Auxiliary Poppy Days – May 13-15, 2016.**
- 4. National Police Week and Peace Officers' Memorial Day – May 15, 2016.**
- 5. National Safe Boating Week – May 21-27, 2016.**

PRESENTATIONS:

- 1. Nancy Peltonen, President and CEO, Greater Palm Bay Chamber of Commerce – update.** Ms. Peltonen provided an update on the Chamber's activities.
- 2. Yvonne McDonald, Finance Director – March 2015 financial report.** Mrs. McDonald reviewed the report. She answered questions posed by councilmembers.

ADOPTION OF MINUTES:

- * 1. Regular Council Meeting No. 2016-10; April 21, 2016.**

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

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

Individuals commented on various issues.

PUBLIC HEARINGS:

- 1. Ordinance No. 2016-16, amending the Code of Ordinances, Chapter 170, in order to update certain sections contained therein (Case No. T-6-2016, City of Palm Bay), final reading.**

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

Motion by Deputy Mayor Bailey, seconded by Mr. Santiago, to adopt Ordinance No. 2016-16. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Bailey, Yea; Councilwoman Paccione, Yea; Councilman Santiago, Yea; Councilman Holton, Yea.

♣2. Ordinance No. 2016-19, rezoning property located at the southwest corner of Palm Bay Road and Franklin Drive from IU (Institutional Use District) to CC (Community Commercial District)(1.84 acres)(Case No. CPZ-2-2016, City of Palm Bay), final reading.

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

Motion by Deputy Mayor Bailey, seconded by Mrs. Paccione, to adopt Ordinance No. 2016-19. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Bailey, Yea; Councilwoman Paccione, Yea; Councilman Santiago, Yea; Councilman Holton, Yea.

3. Ordinance No. 2016-21, vacating a portion of the rear public utility and drainage easement located within Lot 23, Block 854, Port Malabar Unit 17 (Case No. VE-4-2016, Charles Gullo), first reading (CONTINUED FROM RCM – 04/21/16).

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

Motion by Mrs. Paccione, seconded by Deputy Mayor Bailey, to adopt Ordinance No. 2016-21. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Bailey, Yea; Councilwoman Paccione, Yea; Councilman Santiago, Yea; Councilman Holton, Yea.

4. Ordinance No. 2016-26, amending the City's Comprehensive Plan Future Land Use Map to change the designated use of property located west of and adjacent to Babcock Street, east of Interstate 95 from Utilities Use to Industrial Use (3.13 acres)(Case No. CP-7-2016, Babcock Storage South, LLC), 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 City Council. The public hearing was closed.

Motion by Deputy Mayor Bailey, seconded by Mr. Santiago, to adopt Ordinance No. 2016-26. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Bailey, Yea; Councilwoman Paccione, Yea; Councilman Santiago, Yea; Councilman Holton, Yea.

♣5. Ordinance No. 2016-27, rezoning property located west of and adjacent to Babcock Street, east of Interstate 95 from IU (Institutional Use District) to LI (Light Industrial and Warehousing District) (3.13 acres)(Case No. CPZ-7-2016, Babcock Storage South, LLC), first reading.

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 City Council. The public hearing was closed.

Motion by Deputy Mayor Bailey, seconded by Mrs. Paccione, to adopt Ordinance No. 2016-27. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Bailey, Yea; Councilwoman Paccione, Yea; Councilman Santiago, Yea; Councilman Holton, Yea.

6. Ordinance No. 2016-28, amending the Code of Ordinances, Chapter 185, by including a definition for mobile vending (Case No. T-14-2016, City of Palm Bay), first reading.

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. Mr. Buchanan presented the request to City Council. The public hearing was closed.

Motion by Mrs. Paccione, seconded by Mr. Santiago, to adopt Ordinance No. 2016-28. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Bailey, Yea; Councilwoman Paccione, Yea; Councilman Santiago, Yea; Councilman Holton, Yea.

7. Ordinance No. 2016-29, amending the Code of Ordinances, Chapter 174, in order to update certain sections contained therein (Case No. T-15-2016, City of Palm Bay), first reading.

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. Mr. Buchanan presented the request to City Council. The public hearing was closed.

Motion by Mr. Santiago, seconded by Deputy Mayor Bailey, to adopt Ordinance No. 2016-29. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Bailey, Yea; Councilwoman Paccione, Yea; Councilman Santiago, Yea; Councilman Holton, Yea.

8. Ordinance No. 2016-30, amending the Code of Ordinances, Chapter 179, in order to update certain sections contained therein (Case No. T-15-2016, City of Palm Bay), first reading.

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. Mr. Buchanan presented the request to City Council. A resident made a general comment. The public hearing was closed.

Motion by Mr. Santiago, seconded by Deputy Mayor Bailey, to adopt Ordinance No. 2016-30. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Bailey, Yea; Councilwoman Paccione, Yea; Councilman Santiago, Yea; Councilman Holton, Yea.

9. Ordinance No. 2016-31, amending the Code of Ordinances, Chapter 182, in order to update certain sections contained therein (Case No. T-15-2016, City of Palm Bay), first reading.

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. Mr. Buchanan presented the request to City Council. The public hearing was closed.

Motion by Deputy Mayor Bailey, seconded by Mr. Santiago, to adopt Ordinance No. 2016-31. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Bailey, Yea; Councilwoman Paccione, Yea; Councilman Santiago, Yea; Councilman Holton, Yea.

10. Ordinance No. 2016-32, amending the Code of Ordinances, Chapter 184, in order to update certain sections contained therein (Case No. T-15-2016, City of Palm Bay), first reading.

The Planning and Zoning Board recommended that the request be approved, subject to the clarification of Section 184.18(B)(9), Right-of-way widths.

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

Motion by Mr. Santiago, seconded by Mrs. Paccione, to adopt Ordinance No. 2016-32. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Bailey, Yea; Councilwoman Paccione, Yea; Councilman Santiago, Yea; Councilman Holton, Yea.

11. Ordinance No. 2016-09, providing for the annexation of certain real property located west of and adjacent to Babcock Street, in the vicinity north of Centerlane Road and south of Micco Road, into the City (244.419 acres) (Case No. A-1-2016, Roy Wayne Yates), first reading (CONTINUED FROM RCM – 03/17/16).

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

Attorney Ralph Brooks, representative for residents within Deer Run Subdivision, questioned the legal advertisement for the ordinance and the vendor used for publication of same. He felt that the advertisement did not meet the requirements of Florida Statutes. Mr. Brooks cited other sections of Florida Statutes in which requirements for the annexation request had not been met.

Daryl Max Forgey, Forgey Planning Services, representing Deer Run Subdivision, stated that Chapter 171, Florida Statutes, had not been met.

Individuals spoke against the request. Ms. Rezanka advised that she was not opposed to readvertising the publication in Florida Today. She addressed comments made by speakers.

Mr. Holton asked the applicant if blasting would take place on the property. Mr. Yates answered in the negative. Ms. Rezanka advised that blasting could be a prohibited condition of the conditional use when considered by City Council in the future.

There was further discussion on the legal advertising requirements. Mr. Lannon stated that all statutory requirements had been met.

Motion by Mr. Holton, seconded by Mr. Santiago, to adopt Ordinance No. 2016-09. As the public hearing had not been closed, City Council resumed discussion on the item. Mr. Holton asked if surrounding property owners had been notified. Mr. Buchanan confirmed same. The public hearing was closed.

Motion by Mr. Holton, seconded by Deputy Mayor Bailey, to adopt Ordinance No. 2016-09. Mrs. Paccione stated that she would not support the request due to the effects on property values and the residents of the neighboring equestrian community, as well as environmental issues. Mr. Holton said the item under consideration was to annex the property. He did not feel there were any negative effects to annexing the property. Mayor Capote and Mr. Santiago agreed. Deputy Mayor Bailey felt that annexing the property was a benefit to the City.

Mr. Lannon advised that Section 4 of the ordinance needed to be amended. Mr. Holton withdrew his motion.

Motion by Mr. Holton, seconded by Deputy Mayor Bailey, to adopt Ordinance No. 2016-09, with the amendment to Section 4, which would read as follows, "This ordinance of annexation has been noticed, by reference, once a week for two consecutive weeks in a newspaper in the County of Brevard, Florida, per Section 171.044(2), Florida Statutes, prior to its adoption."

Motion carried with members voting as follows:

Mayor Capote	Yea
Deputy Mayor Bailey	Yea
Councilwoman Paccione	Nay
Councilman Santiago	Yea
Councilman Holton	Yea

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

12. Ordinance No. 2016-10, amending the City's Comprehensive Plan Future Land Use Map to change the designated use of property located west of and adjacent to Babcock Street, in the vicinity north of Centerlane Road and south of Micco Road from Residential 1:2.5 (Brevard County) to Rural Single Family Use (244.42 acres)(Case No. CP-1-2016, Roy Wayne Yates), first reading (CONTINUED FROM RCM – 03/17/16).

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. Ms. Rezanka, representative for the applicant, presented the request to City Council.

Mr. Brooks stated that the statutory requirement for advertising the ordinance had not been met. He said that a Citizen Participation Plan had not been conducted pursuant to the Palm Bay Code of Ordinances. He felt the property should be developed as single family residences and explained his reasons for same. Mr. Brooks mentioned that although the applicant stated there would be no blasting, rock crushing was part of the conditional use application which was noisy and incompatible with the surrounding area.

Individuals spoke against the request. Staff advised that the Palm Bay Code of Ordinances had been amended and Citizen Participation Plans were no longer required. The public hearing was closed.

Motion by Mr. Holton, seconded by Mr. Santiago, to adopt Ordinance No. 2016-10. Motion carried with members voting as follows:

Mayor Capote	Yea
Deputy Mayor Bailey	Yea
Councilwoman Paccione	Nay
Councilman Santiago	Yea
Councilman Holton	Yea

♣13. Ordinance No. 2016-11, rezoning property located west of and adjacent to Babcock Street, in the vicinity north of Centerlane Road and south of Micco Road, from AU (Agricultural Residential Classification) and AGR (Agricultural Classification) (Brevard County) to GU (General Use Holding District) (244.42 acres)(Case No. CPZ-1-2016, Roy Wayne Yates), first reading (CONTINUED FROM RCM – 03/17/16).

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. Ms. Rezanka, representative for the applicant, presented the request to City Council.

Mr. Brooks and Mr. Forgey detailed how the proposed rezoning did not meet requirements pursuant to Florida Statutes, and was not compatible with the neighborhood. Individuals spoke against the request. Ms. Rezanka addressed comments made by speakers.

Deputy Mayor Bailey inquired if blasting would be permitted under the GU District. Mr. Buchanan stated that during the conditional use process, the applicant would have to clearly identify the use of the property. Conditions could be placed on same by the Planning and Zoning Board and/or City Council. The public hearing was closed.

Motion by Mr. Holton, seconded by Deputy Mayor Bailey, to adopt Ordinance No. 2016-11. Motion carried with members voting as follows:

Mayor Capote	Yea
Deputy Mayor Bailey	Yea
Councilwoman Paccione	Nay
Councilman Santiago	Yea
Councilman Holton	Yea

14. Request by Palm Bay 2, LLC for a final Planned Unit Development (PUD) to be known as The Terraces, which property is located west of and adjacent to Dixie Highway, in the vicinity north of Riverview Drive and south of Overlook Drive (6.86 acres)(Case No. PUD-10-2016)(RESCHEDULED TO P&Z – 05/04/16).

15. Request by Sutton Properties of Palm Bay II, LLC for a variance to reduce the minimum width requirement of an existing off-street parking area in CC (Community Commercial District) zoning (1.53 acres)(Case No. V-9-2016)(RESCHEDULED TO P&Z – 07/06/16).

PROCUREMENTS:

Award of Proposals:

*** 1. Heating, ventilating and air conditioning (HVAC) maintenance, City Hall Municipal Complex – RFP No. 34-0-2016 – Facilities Maintenance Department (Hill York - \$49,082).**

Staff Recommendation: Award the proposal for heating, ventilating and air conditioning maintenance for the City Hall Municipal Complex to Hill York, Melbourne, Florida, for a one-year term in the amount of \$49,082, with the option to renew for an additional two (2), one-year terms.

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

2. Mowing maintenance services, City park sites (rebid) – RFP No. 47-0-2016 – Parks and Recreation Department (Tropic Greenery, Inc. - \$107,640).

Staff Recommendation: Award the proposal for mowing maintenance services at City park sites to Tropic Greenery, Inc., Melbourne, Florida, for a one-year term in the amount of \$107,640, with the option to renew for an additional two (2), one-year terms.

Motion by Deputy Mayor Bailey, seconded by Mrs. Paccione, to award the proposal as requested. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Bailey, Yea; Councilwoman Paccione, Yea; Councilman Santiago, Yea; Councilman Holton, Yea.

Contract:

1. U.S. Highway No. 1 street lighting project, two (2) change orders – Bayfront Community Redevelopment Agency/Public Works Department (American Lighting & Signalization, Inc. - \$16,237; \$30,750).

Staff Recommendation: Approve Change Order Nos. 3 and 4; and increase construction time and funds as specified in the City Manager's memorandum.

Motion by Mrs. Paccione, seconded by Mr. Santiago, to approve the change orders as requested. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Bailey, Yea; Councilwoman Paccione, Yea; Councilman Santiago, Yea; Councilman Holton, Yea.

Miscellaneous:

*** 1. “Other Agency” contracts, email services and software licensing (Florida Department of Management Services contract) – Communications and Information Technology Department (Software House International, Inc. - \$317,961); consideration of advance from Building Enterprise Fund to General Fund (\$337,961).**

Staff Recommendation: Approve the purchase of Microsoft’s Enterprise Cloud Suite from Software House International, Inc. in the amount of \$317,961, utilizing the Florida Department of Management Services’ contract; authorize the City Manager to execute a three-year contract with Microsoft; approve advance from Building Enterprise Fund to General Fund in the amount of \$337,961, which also includes \$20,000 for the procurement of six (6) domain controller servers.

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

*** 2. RecTrac software system upgrade, purchasing authority – Communications and Information Technology/Parks and Recreation Departments (Vermont Systems – up to \$63,339).**

Staff Recommendation: Authorize purchasing authority of up to \$63,339 for Vermont Systems, Essex Junction, Vermont, for the RecTrac software system upgrade in the Parks and Recreation Department.

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

*** 3. Fleet services, purchasing authority – Public Works Department (O’Reilly Automotive; S&S Automotive Parts; Bennett Auto Supply; Everglades Farm Equipment; Hallmark RTC (sole source); Ten 8 Fire Equipment (sole source) – combined authority increase of \$56,000).**

Staff Recommendation: Authorize purchasing authority for the remainder of Fiscal Year 2015/2016 as follows: O’Reilly Automotive (increase to \$45,000); S&S Automotive Parts (decrease to \$3,000); Bennett Auto Supply (decrease to \$100,000); Everglades Farm Equipment (increase to \$65,000); Hallmark RTC (\$44,000); and Ten 8 Fire Equipment (increase to \$34,000).

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

COUNCIL REPORTS:

Councilmembers addressed various subject matters.

1. Mr. Holton requested that historical marker signs be created and suggested that Council sign a letter to be sent to the owners of historical properties asking permission to place a marker at their site. Council concurred.
2. Deputy Mayor Bailey inquired if Council would be interested in creating a performance evaluation form for the charter officers. Drafts would be provided at a later date. Council concurred.

NEW BUSINESS:

*** 1. Consideration of a Transportation Impact Fee Repayment Agreement with Falls of Palm Bay Builders, LLC for donated rights-of-way as it relates to the future widening of Malabar Road.**

Staff Recommendation: Authorize Mayor to execute the agreement.

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

2. Consideration of utilizing Recreation Impact Fees for Architectural and Engineering Services for the development of campgrounds at Palm Bay Regional Park (Architects RZK, Inc. - \$150,000).

Staff Recommendation: Approve the use of Recreation Impact Fees to pay for Architectural and Engineering services for the development of campgrounds at Palm Bay Regional Park.

Motion by Mr. Santiago, seconded by Mrs. Paccione, to approve the use of Recreation Impact Fees as requested. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Bailey, Yea; Councilwoman Paccione, Yea; Councilman Santiago, Yea; Councilman Holton, Yea.

3. Consideration of advance from the Building Enterprise Fund to the General Fund (\$165,000) for the capital purchase of communication equipment (Police Department).

Staff Recommendation: Approve advance from the Building Enterprise Fund to the General Fund for the capital purchase of Police Department communication equipment needs.

Motion by Mr. Santiago, seconded by Mrs. Paccione, to approve the advance and capital purchase as requested. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Bailey, Yea; Councilwoman Paccione, Yea; Councilman Santiago, Yea; Councilman Holton, Yea.

4. Consideration of advance from the Building Enterprise Fund to the General Fund (\$248,023); transfer of monies from the Road Maintenance Fund to the General Fund (\$35,000) for the capital purchase of roadway construction and maintenance equipment (Public Works Department).

Staff Recommendation: Approve advance from the Building Enterprise Fund to the General Fund in the amount of \$248,023 and transfer of monies from the Road Maintenance Fund to the General Fund in the amount of \$35,000 for the capital purchase of roadway construction and maintenance equipment for the Public Works Department.

Motion by Mrs. Paccione, seconded by Deputy Mayor Bailey, to approve the advance and capital purchase as requested. Mr. Santiago had issues with funds coming from the Road Maintenance Fund. He preferred that the funds were from the General Fund. Deputy Mayor Bailey expressed the same concern. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Bailey, Yea; Councilwoman Paccione, Yea; Councilman Santiago, Yea; Councilman Holton, Yea.

5. Consideration of the following:

a) one (1) full-time position within the Fire Department;

Staff Recommendation: Approve the necessary budget amendments and position control modifications to hire an additional Battalion Chief.

Motion by Mr. Santiago, seconded by Mr. Holton, to approve the addition of one (1) full-time position within the Fire Department. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Bailey, Yea; Councilwoman Paccione, Yea; Councilman Santiago, Yea; Councilman Holton, Yea.

**b) one (1) full-time position within the Finance Department (Purchasing Division);
and**

Staff Recommendation: Approve the addition of one full-time Procurement Contract Administrator.

Motion by Deputy Mayor Bailey, seconded by Mrs. Paccione, to approve the addition of one (1) full-time position within the Finance Department. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Bailey, Yea; Councilwoman Paccione, Yea; Councilman Santiago, Yea; Councilman Holton, Yea.

c) one (1) full-time position within the Growth Management Department (Building Division).

Staff Recommendation: Approve the creation of one full-time Building Inspector position.

Motion by Deputy Mayor Bailey, seconded by Mr. Santiago, to approve the addition of one (1) full-time position within the Growth Management Department. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Bailey, Yea; Councilwoman Paccione, Yea; Councilman Santiago, Yea; Councilman Holton, Yea.

*** 6. Consideration of the donation of Police Department surplus property.**

Staff Recommendation: Approve the donation of a 2003 Ford Ranger to the School Board of Brevard County, Heritage High School for the Automotive Maintenance and Light Repairs program.

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

*** 7. Acknowledgement of the City's monthly financial report for March 2016.**

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

8. Consideration of councilmembers attending the U.S. Conference of Mayors 84th Annual Conference, June 24-27, 2016, in Indianapolis, Indiana.

Mayor Capote would attend the conference.

ADMINISTRATIVE AND LEGAL REPORTS:

1. Mr. Lynk requested that Council announce their individual appointments to the Charter Review Commission at the next regular Council meeting. The deadline for municipalities to submit the referendum item to the Supervisor of Elections would be August 22, 2016, at 5:00 p.m.

PUBLIC COMMENTS/RESPONSES:

There were no public comments.

ADJOURNMENT:

There being no further business, the meeting adjourned at the hour of 11:49 P.M.

William Capote, MAYOR

ATTEST:

Terri J. Lefler, DEPUTY CITY CLERK

* Identifies items considered under the heading of Consent Agenda.

♣ Indicates quasi-judicial proceeding.

CITY OF PALM BAY, FLORIDA

REGULAR COUNCIL MEETING NO. 2016-12

Held on Thursday, the 19th day of May 2016, at the City Hall Council Chambers, 120 Malabar Road, SE, Palm Bay, Florida.

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

The meeting was called to order at the hour of 7:01 P.M.

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

ROLL CALL:

MAYOR:	William Capote	Present
DEPUTY MAYOR:	Jeff Bailey	Present
COUNCILMEMBER:	Michele Paccione	Present
COUNCILMEMBER:	Harry Santiago, Jr.	Present
COUNCILMEMBER:	Tres Holton	Present
DEPUTY CITY MANAGER:	David Isnardi	Present
CITY ATTORNEY:	Andrew Lannon	Present
CITY CLERK:	Terese Jones	Present

CITY STAFF: Present was Stuart Buchanan, Growth Management Director; Barney Weiss, Assistant Public Works Director.

ANNOUNCEMENT:

Deputy Mayor Bailey announced the following vacancy and solicited applications for same:

1. Three (3) terms expiring on the Community Development Advisory Board (represents 'residential home building', 'banking industry', and 'advocate for low-income persons' positions).++

AGENDA REVISIONS:

1. Mr. Isnardi announced the following: a) National Public Works Week would be added to the agenda as Item No. 2, under Proclamations; b) a revised Comprehensive Annual Financial Report had been provided to Council as it pertained to Item No. 1, under Presentation, which corrected the page numbering only and did not modify the content of the report; and c) Resolution No. 2016-19, requesting authorization to submit a grant application to the state for the redevelopment of the City's marina, would be added to the agenda as Item No. 5, under New Business. Council concurred.

2. Mrs. Jones asked that a request for a workshop to discuss the procurement code be added as Item No. 6, under New Business; and consideration of Council's appointments to the Charter Review Commission be added as Item No. 7, under New Business. Council concurred.

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 Bailey, seconded by Mrs. Paccione, that the Consent Agenda be approved as presented with the addition of Item Nos. 5, 6, and 7, under New Business. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Bailey, Yea; Councilwoman Paccione, Yea; Councilman Santiago, Yea; Councilman Holton, Yea.

PROCLAMATIONS:

The proclamations were read and presented.

1. **Palm Bay Elementary School Problem Solvers Day – May 19, 2016.**
- ☞ 2. **National Public Works Week – May 15-21, 2016.**

PRESENTATION:

1. **Carr, Riggs and Ingram, LLC – Comprehensive Annual Financial Report for Fiscal Year ended September 30, 2015.** Debbie Goode, CPA, Partner, presented the audit to City Council and provided an overview of same. She answered questions posed by councilmembers.

a) Consideration of forwarding report to the Auditor General.

Motion by Mrs. Paccione, seconded by Deputy Mayor Bailey, to forward the Annual Financial Report to the Auditor General. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Bailey, Yea; Councilwoman Paccione, Yea; Councilman Santiago, Yea; Councilman Holton, Yea.

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

Individuals commented on various issues.

PUBLIC HEARINGS:

1. Ordinance No. 2016-21, vacating a portion of the rear public utility and drainage easement located within Lot 23, Block 854, Port Malabar Unit 17 (Case No. VE-4-2016, Charles Gullo), 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 Bailey, seconded by Mr. Santiago, to adopt Ordinance No. 2016-21. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Bailey, Yea; Councilwoman Paccione, Yea; Councilman Santiago, Yea; Councilman Holton, Yea.

♣2. Ordinance No. 2016-27, rezoning property located west of and adjacent to Babcock Street, east of Interstate 95 from IU (Institutional Use District) to LI (Light Industrial and Warehousing District) (3.13 acres)(Case No. CPZ-7-2016, Babcock Storage South, LLC), 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 Bailey, seconded by Mrs. Paccione, to adopt Ordinance No. 2016-27. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Bailey, Yea; Councilwoman Paccione, Yea; Councilman Santiago, Yea; Councilman Holton, Yea.

3. Ordinance No. 2016-28, amending the Code of Ordinances, Chapter 185, by including a definition for mobile vending (Case No. T-14-2016, City of Palm Bay), final reading.

The City Attorney read the ordinance in caption only. The public hearing was opened. Mr. Buchanan presented the request to City Council. Vendors commented in favor of the amendment. The public hearing was closed.

Motion by Deputy Mayor Bailey, seconded by Mr. Santiago, to adopt Ordinance No. 2016-28. Deputy Mayor Bailey wanted to see mobile vending expanded to more areas. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Bailey, Yea; Councilwoman Paccione, Yea; Councilman Santiago, Yea; Councilman Holton, Yea.

4. Ordinance No. 2016-29, amending the Code of Ordinances, Chapter 174, in order to update certain sections contained therein (Case No. T-15-2016, City of Palm Bay), final reading.

The City Attorney read the ordinance in caption only. The public hearing was opened. Mr. Buchanan presented the request to City Council. He answered questions posed by councilmembers. The public hearing was closed.

Motion by Deputy Mayor Bailey, seconded by Mrs. Paccione, to adopt Ordinance No. 2016-29. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Bailey, Yea; Councilwoman Paccione, Yea; Councilman Santiago, Yea; Councilman Holton, Yea.

5. Ordinance No. 2016-30, amending the Code of Ordinances, Chapter 179, in order to update certain sections contained therein (Case No. T-15-2016, City of Palm Bay), final reading.

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

Motion by Mrs. Paccione, seconded by Mr. Santiago, to adopt Ordinance No. 2016-30. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Bailey, Yea; Councilwoman Paccione, Yea; Councilman Santiago, Yea; Councilman Holton, Yea.

6. Ordinance No. 2016-31, amending the Code of Ordinances, Chapter 182, in order to update certain sections contained therein (Case No. T-15-2016, City of Palm Bay), final reading.

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

Motion by Deputy Mayor Bailey, seconded by Mr. Santiago, to adopt Ordinance No. 2016-31. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Bailey, Yea; Councilwoman Paccione, Yea; Councilman Santiago, Yea; Councilman Holton, Yea.

7. Ordinance No. 2016-32, amending the Code of Ordinances, Chapter 184, in order to update certain sections contained therein (Case No. T-15-2016, City of Palm Bay), final reading.

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

Motion by Deputy Mayor Bailey, seconded by Mr. Santiago, to adopt Ordinance No. 2016-32. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Bailey, Yea; Councilwoman Paccione, Yea; Councilman Santiago, Yea; Councilman Holton, Yea.

8. Ordinance No. 2016-33, amending the City's Comprehensive Plan Future Land Use Map to change the designated use of property located west of and adjacent to Lehigh Avenue, in the vicinity south of Malabar Road, from Commercial Use to Single Family Residential Use (0.23 acres)(Case No. CP-8-2016, John and Pamela Thrasher), 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 City Council. The public hearing was closed.

Motion by Deputy Mayor Bailey, seconded by Mr. Santiago, to adopt Ordinance No. 2016-33. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Bailey, Yea; Councilwoman Paccione, Yea; Councilman Santiago, Yea; Councilman Holton, Yea.

♣9. Ordinance No. 2016-34, rezoning property located west of and adjacent to Lehigh Avenue, in the vicinity south of Malabar Road, from RC (Restricted Commercial District) to RS-1 (Single-Family Residential District) (0.23 acres)(Case No. CPZ-8-2016, John and Pamela Thrasher), first reading.

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 City Council. The public hearing was closed.

Motion by Deputy Mayor Bailey, seconded by Mrs. Paccione, to adopt Ordinance No. 2016-34. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Bailey, Yea; Councilwoman Paccione, Yea; Councilman Santiago, Yea; Councilman Holton, Yea.

10. Ordinance No. 2016-35, vacating a portion of the rear public utility and drainage easement located within Lot 13, Block 2201, Port Malabar Unit 28 (Case No. VE-5-2016, Dawn Sigman), first reading.

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

Motion by Mrs. Paccione, seconded by Deputy Mayor Bailey, to adopt Ordinance No. 2016-35. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Bailey, Yea; Councilwoman Paccione, Yea; Councilman Santiago, Yea; Councilman Holton, Yea.

♣11. Ordinance No. 2016-36, rezoning property located west of and adjacent to Dixie Highway, in the vicinity north of Riverview Drive and south of Overlook Drive, from RM-20 (Multiple-Family Residential District) and RS-2 (Single-Family Residential District) to PUD (Planned Unit Development) for a multi-family residential subdivision to be known as The Terraces PUD (6.86 acres)(Case No. PUD-10-2016, Palm Bay 2, LLC), first reading.

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. Jim Trauger, Construction Engineering Group and representative for the applicant, presented the request to City Council. Bill Battin, resident, questioned the stormwater runoff on the site and plans for the adjacent property to the west. Mr. Trauger advised that a dry retention stormwater treatment system was being used on the site in which all water would percolate into the ground. The adjacent property would remain in its native condition. The public hearing was closed.

Motion by Deputy Mayor Bailey, seconded by Mr. Santiago, to adopt Ordinance No. 2016-36. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Bailey, Yea; Councilwoman Paccione, Yea; Councilman Santiago, Yea; Councilman Holton, Yea.

♣12. Request by Dimitrios Makos for a variance to allow an existing home to encroach the 25-foot side corner setback; and to allow a proposed fence to encroach the 25-foot side corner setback by a maximum of 7.7 feet in RS-1 (Single-Family Residential District) zoning (0.25 acres)(Case No. V-13-2016).

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. As the applicant was not present, Council concurred to table the request. The public hearing was closed.

Motion by Mrs. Paccione, seconded by Mr. Santiago, to table the request to the next regular Council meeting. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Bailey, Yea; Councilwoman Paccione, Yea; Councilman Santiago, Yea; Councilman Holton, Yea.

13. Ordinance No. 2016-09, providing for the annexation of certain real property located west of and adjacent to Babcock Street, in the vicinity north of Centerlane Road and south of Micco Road, into the City (244.419 acres) (Case No. A-1-2016, Roy Wayne Yates), final reading (RESCHEDULED – TBD).

14. Ordinance No. 2016-10, amending the City's Comprehensive Plan Future Land Use Map to change the designated use of property located west of and adjacent to Babcock Street, in the vicinity north of Centerlane Road and south of Micco Road from Residential 1:2.5 (Brevard County) to Rural Single Family Use (244.42 acres)(Case No. CP-1-2016, Roy Wayne Yates), final reading (RESCHEDULED – TBD).

♣15. Ordinance No. 2016-11, rezoning property located west of and adjacent to Babcock Street, in the vicinity north of Centerlane Road and south of Micco Road, from AU (Agricultural Residential Classification) and AGR (Agricultural Classification) (Brevard County) to GU (General Use Holding District) (244.42 acres)(Case No. CPZ-1-2016, Roy Wayne Yates), final reading (RESCHEDULED – TBD).

16. Consideration of whether it is in the public's best interest to perform the project as authorized by the City of Palm Bay Code of Ordinance 35.085 Cooperative Purchasing and Utilization of Other Agency Contracts regarding the completion of the St. Johns Heritage Parkway North Extension which consists of the construction of road base, asphalt, curbing and striping (WITHDRAWN).

PROCUREMENTS:

Miscellaneous:

*** 1. "Other Agency" contracts, replacement computing devices, purchasing authority – Communications and Information Technology/Utilities Departments (Software House International – up to \$41,443).**

Staff Recommendation: Approve authority up to \$41,442.92 for computer purchases utilizing the Hewlett-Packard/State of Florida WSCA/NASPO Cooperative Purchasing Contract via Software House International, Somerset, New Jersey.

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

COMMITTEE AND COUNCIL REPORTS:

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

NEW BUSINESS:

1. Consideration of options to finalize the berm project located on Gaynor Drive between Gantry and Fairbanks Streets to improve access to the new Bayridge West subdivision.

Staff Recommendation: Authorize staff to coordinate selected option for the berm located on Gaynor Drive, between Gantry and Fairbanks Streets.

Five (5) options were presented to Council for consideration:

1. Remove the existing berm between Gantry Street and Fairbanks Street; allowed for the free flow of traffic; may cause previous traffic violations (speeding, etc.) to resume.
2. Relocate the berm north between Fairbanks and Flat River; maintained existing traffic restrictions but allowed for construction of subdivision entrance where sited on plans.
3. Remove the berm and place stop signs at the intersections of Gantry Street and Gaynor Drive, Fairbanks Street and Gaynor Drive, Flat River and Gaynor Drive, and Four Winds and Gaynor Drive; would greatly inhibit speeding along local roadway network. Requires active policing to enforce traffic restrictions.
4. Leave berm in place and redesign the Bayridge West subdivision to have an additional entrance on Gantry at the south west area of the property. – May cause flow of traffic thru new subdivision to access Gantry.
5. Move the berm north between Fairbanks and Flat River, vacating the road to make the berm permanent, adding additional landscaping to improve the aesthetics. – Will achieve traffic control, allow for subdivision access as sited, but may be necessary for the City to re-acquire right-of-way in the future.

Mr. Weiss and Mr. Buchanan detailed the neighborhood meeting and presented the options to address the berm. Staff recommended Option No. 1, which would remove the existing berm.

Residents offered other suggestions for the roadway. Chad Genoni, Bayridge West, favored Option No. 1 or 2. There was further discussion on road paving, placement of the berm, and addressing traffic concerns such as speeding.

Motion by Deputy Mayor Bailey, seconded by Mr. Holton, to remove the existing berm between Gantry Street and Fairbanks Street (Option No. 1). Mr. Holton expressed concern with keeping the berm in place as it would shift the problem to another area. Deputy Mayor Bailey did not believe that leaving the berm in place or moving it was the solution. Mayor Capote said that once the area developed, placement of stop signs would make the people more aware, but was agreeable with Option No. 1. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Bailey, Yea; Councilwoman Paccione, Yea; Councilman Santiago, Yea; Councilman Holton, Yea.

*** 2. Consideration of Signatory Public Agency Addendum, for the purpose of establishing the Trust Agreement as an interlocal agreement, to become a Signatory Public Agency of the Florida Education Investment Trust Fund.**

Staff Recommendation: Approve the addendum to become a Signatory Public Agency of the Florida Education Investment Trust Fund and authorize the Mayor to sign all necessary documents.

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

*** 3. Consideration of expenditures from the Police Department's Law Enforcement Trust Fund (\$1,000).**

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.

*** 4. Acknowledgment of Investment Performance Review Report, prepared by PFM Asset Management LLC, for the quarter ended March 31, 2016.**

Staff Recommendation: Acknowledge receipt of the Investment Performance Review Report for the quarter ended March 31, 2016.

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

☞ 5. Resolution No. 2016-19, authorizing submission of an application to the Florida Inland Navigation District for funding the redevelopment of the municipal owned marina.

The City Attorney read the resolution in caption only.

Motion by Deputy Mayor Bailey, seconded by Mr. Santiago, to adopt Resolution No. 2016-19. Deputy Mayor Bailey asked how the monies would be funded. Mr. Buchanan advised that as the project was a capital improvement, Parks and Recreation impact fees could be utilized for same. Motion carried with members voting as follows: Mayor Capote, Yea; Deputy Mayor Bailey, Yea; Councilwoman Paccione, Yea; Councilman Santiago, Yea; Councilman Holton, Yea.

☛6. Consideration of scheduling a workshop for May 2016.

Council concurred to schedule a workshop to discuss the procurement code for Wednesday, May 25, 2016, at 6:30 P.M.

☛7. Consideration of appointments by councilmembers of members to the Charter Review Commission.

Council appointed members as follows:

Mayor Capote	Donny Felix Fermin Archer
Deputy Mayor Bailey	Bill Battin James Boothroyd
Mrs. Paccione	Ken Greene Maria DeChristofano
Mr. Santiago	Kenneth Delgado Robert Llewellyn
Mr. Holton	Phil Weinberg David Myers

ADMINISTRATIVE AND LEGAL REPORTS:

1. Deputy Mayor Bailey advised that the charter officer performance evaluations would be finalized by the end of June.

PUBLIC COMMENTS/RESPONSES:

1. Bill Battin, resident, commented that the berm on Gaynor Drive positively impacted the area by slowing down the traffic.

ADJOURNMENT:

There being no further business, the meeting adjourned at the hour of 9:19 P.M.

William Capote, MAYOR

ATTEST:

Terese M. Jones, CITY CLERK

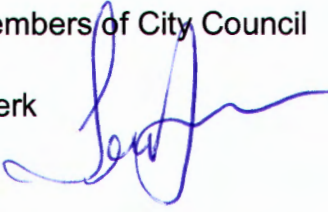
* Identifies items considered under the heading of Consent Agenda.

♣ Indicates quasi-judicial proceeding.

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



MEMO TO: Honorable Mayor and Members of City Council

FROM: Terese M. Jones, City Clerk 

DATE: June 16, 2016

SUBJECT: Ordinance Nos. 2016-37, 2016-39, and 2016-40

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

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

/tmj

Attachments

ORDINANCE NO. 2016-37

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, TITLE IX, GENERAL REGULATIONS, CHAPTER 93, REAL PROPERTY NUISANCES, BY CREATING A NEW SUBCHAPTER TO BE TITLED 'CHRONIC NUISANCES'; PROVIDING FOR THE REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR INCLUSION IN THE CITY OF PALM BAY CODE OF ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. The City of Palm Bay Code of Ordinances, Title IX, General Regulations, Chapter 93, Real Property Nuisances, is hereby amended by creating a new subchapter to be titled 'Chronic Nuisances', which shall read as follows:

"CHRONIC NUISANCES

Section 93.20 PUBLIC NUISANCE ABATEMENT BOARD.

(A) Establishment; membership; meetings; definitions.

(1) Pursuant to Fla. Stat. Chapter 893, the Code Enforcement Board of the City is hereby designated and established as the public nuisance abatement board (hereinafter referred to as "board"), and shall act as the City's administrative board to hear complaints regarding nuisances as provided for herein.

(2) The terms of office of the board members shall coincide with the terms of office of the code enforcement board members.

(3) The board shall establish a schedule of regular meetings at such intervals as the board may determine, but not less frequently than once every two (2) months. Regular meetings of the board shall be scheduled where possible to immediately precede the regularly scheduled meeting of the code enforcement board and may be cancelled by the chairman if there is no business to come before the board.

Section 93.21 DEFINITIONS.

The following terms and phrases, when used in this subchapter, shall have the meanings ascribed to them in this section:

CONTROLLED SUBSTANCE shall mean any drug, narcotic, or other substance identified and prohibited under Fla. Stat. Chapter 893, as amended from time to time.

CRIMINAL STREET GANG shall have the same meaning as set forth under Fla. Stat. § 874.03.

CRIMINAL STREET GANG ACTIVITY shall mean those activities committed by a criminal street gang or member thereof as set forth under Fla. Stat. § 874.03.

DEALING IN STOLEN PROPERTY shall have the same meaning as that provided under Fla. Stat. § 812.019.

NUISANCE ABATEMENT COORDINATOR shall mean the code enforcement supervisor or designee, or officers of the city police department responsible for the oversight and enforcement of public nuisances addressed under this subchapter.

PROSTITUTION OR PROSTITUTION RELATED ACTIVITY shall mean any act constituting a violation of Fla. Stat. § 796.07.

RECORDING SECRETARY FOR THE NUISANCE ABATEMENT BOARD/RECORDING SECRETARY shall mean a city staff member or clerk assigned to the public nuisance abatement board.

RECURRING PUBLIC NUISANCE means any single or multiple instance of conduct prescribed in Fla. Stat. § 893.138 that occurs during the effective term of an order entered by the board.

STOLEN PROPERTY shall mean tangible, intangible, personal or real property having any monetary or market value and that has been the subject of any temporary or permanent criminal taking in violation of the laws of the state.

Section 93.22 POWERS.

The public nuisance abatement board shall have the powers as delineated in Fla. Stat. § 893.138, which shall include, but not be limited to, the following:

- (A) Adopt rules for the conduct of its hearings.
- (B) Subpoena alleged violators and witnesses to its hearings.
- (C) Subpoena records, surveys, plats, or other documentary evidence which subpoenas shall be served by the police department.
- (D) Take testimony under oath.
- (E) Issue orders having force and effect of law commanding whatever steps are necessary to bring a violation into compliance.
- (F) Establish and levy fines.

It is the intent of this subchapter to provide the city with an additional and supplemental means to abate drug, prostitution, dealing in stolen property, and criminal street gang activities amounting to a public nuisance. Nothing contained herein shall preclude the city from abating nuisances under Fla. Stat. § 60.05 or as otherwise provided by federal, state or local law.

Section 93.23 PUBLIC NUISANCE, VIOLATIONS.

It shall be a public nuisance and a violation of this subchapter for any place or premises, or any part thereof, to be used or allowed to be used:

(A) On more than two (2) occasions within a six-month period, as the site of a violation of Fla. Stat. § 796.07, relating to prostitution and prostitution-related activities;

(B) On more than two (2) occasions within a six-month period, as the site of the unlawful sale, delivery, manufacture, or cultivation of any controlled substance;

(C) On one (1) occasion as the site of the unlawful possession of a controlled substance, where such possession constitutes a felony, and that has been previously used on more than one (1) occasion, as the site of the unlawful sale, delivery, manufacture, or cultivation of any controlled substance;

(D) By a criminal street gang for the purpose of conducting a pattern of criminal street gang activity as defined by Fla. Stat. § 874.03; or

(E) On more than two (2) occasions within a six-month period, as the site of a violation of Fla. Stat. §812.019, relating to dealing in stolen property.

Section 93.24 ENFORCEMENT PROCEDURES; NOTICE; HEARING.

(A) Any employee, officer, or resident of the city may file, in accordance with this section, a complaint alleging the existence of a public nuisance. Such complaint shall only be for those nuisances enumerated above in section XXX and shall state facts that reasonably tend to establish the existence of such public nuisance.

All complaints shall be filed with the nuisance abatement coordinator. The nuisance abatement coordinator shall review each complaint filed to determine whether the facts presented establish the requisite number of incidents or occurrences required under Section XXX of this Code. Where the complaint alleges the requisite number of incidents or occurrences to establish a nuisance under this subchapter, the nuisance abatement coordinator shall forward the complaint, with any relevant incident or arrest reports generated by the police department substantiating such incidents or occurrences or evidencing new or additional incidents or occurrences, to the city attorney.

(B) The city manager shall review all complaints received from the nuisance abatement coordinator for legal sufficiency. If the city manager deems the complaint sufficient under the code to support a probable finding of the existence of a public nuisance, the nuisance abatement coordinator shall prepare a courtesy notice of violation to be served, in accordance with this section, upon the owner of the property in question. The courtesy

notice of violation shall provide the name of the owner of the premises, the address of the premises where the nuisance has occurred, a brief statement describing the incidents or occurrences which support the finding of a public nuisance upon the premises, and recommendations of remedial action to be taken to abate the public nuisance upon the property. The owner of the premises shall have ten (10) days from the date of the notice to contact the nuisance abatement coordinator to indicate what action will be taken to abate the nuisance upon the premises. Failure of the owner to receive this notice of violation shall not invalidate any further proceedings hereunder.

If a recurring public nuisance or emergency situation exists, the nuisance abatement coordinator shall not be required to provide a courtesy notice of violation, but instead the city manager may prepare and serve a statement of violation and notice of hearing as provided below.

(C) Should the owner or operator fail to contact the nuisance abatement coordinator, fail to commit to a course of action designed to abate the nuisance upon the property, or should there be any further incidents or occurrences which constitute a nuisance upon the property a hearing date shall be scheduled before the board. Such hearing shall be held no sooner than ten (10) days after the notice of hearing is sent to the owner of the place or premises at the owner's last known address. The nuisance abatement coordinator shall then prepare and serve upon the owner or operator, in accordance with this subchapter, a statement of violation/notice of hearing providing the following information:

- (1) A statement of the time, place and nature of the hearing;
- (2) A statement of the legal authority and jurisdiction under which the hearing is to be held;
- (3) A reference to the particular sections of the statutes and ordinances involved; and
- (4) A copy of the statement of violation, including all documentation in support thereof.

(D) All notices under this subchapter shall be hand-delivered by the city police department where practical or where not practical or impossible by certified mail, return receipt requested, to the property owner of record at the address as it appears in the public records of the county property appraiser's office. If the notice is returned for any reason, then service shall be effected by mailing the notice through regular delivery to the address of the premises and by posting the notice in accordance with Fla. Stat. Chapter 162. Proof of service shall be by written declaration indicating the date, time, and manner in which service was made.

(E) The city manager may negotiate stipulated settlement agreements with a property owner to facilitate the abatement of a public nuisance. All stipulated agreements shall be reviewed and approved by the nuisance abatement coordinator and board prior to being effective.

(F) At the hearing, the nuisance abatement coordinator shall present evidence before the board on behalf of the city and has the burden to prove the existence of a public nuisance by substantial and competent evidence. The board may consider any evidence, regarding the activities alleged in the statement of violation and occurring about the place or premises, and the owner(s) of the place or premises shall have the opportunity to appear before the board, in person and/or through legal counsel, to present evidence in defense or in mitigation against the complaint, conduct cross-examination, submit rebuttal evidence, and make brief opening and/or closing statements. Irrelevant, immaterial or unduly repetitive evidence shall be excluded. All testimony shall be taken under oath and shall be recorded. Any member of the board, or counsel to the board, may inquire of any witness testifying before the board. The board shall take testimony of such witnesses as may be called by the respective sides. Formal rules of evidence shall not apply, but fundamental due process shall be observed and govern said proceedings. In addition, the board may consider testimony and evidence relating to the general reputation of the place or premises; and

The board may proceed with a hearing in absentia on the merits of an alleged public nuisance against any property owner who has been properly noticed under this subchapter and has failed to appear. Any findings or orders entered by the board are valid and binding upon each Respondent who has been properly noticed.

The board in its discretion may continue a hearing to receive additional evidence, testimony, or for any other reason the board deems appropriate.

(G) At the conclusion of the hearing, the board shall issue findings of fact based on evidence in the record and conclusions of law, and shall issue an order affording the proper relief consistent with the powers granted by Florida Statutes and by this section. The order shall be stated orally at the meeting and shall be reduced to writing and mailed to the alleged violator within ten (10) days after the hearing.

(H) If the board declares a place or premises to be a public nuisance, it may enter an order immediately prohibiting:

- (1) The maintaining of the nuisance;
- (2) The operating or maintaining of the place or premises;
- (3) The conduct, operation, or maintenance of any business or activity on the premises which is conducive to such nuisance; or
- (4) Any other measures or conditions the board deems appropriate to abate a public nuisance.

Any other measures or conditions the board deems appropriate to abate a public nuisance.

(I) This subsection does not restrict the right of any person, including the city, to proceed under Fla. Stat. § 60.05, against any public nuisance.

(J) If the city proves the existence of a public nuisance or recurring public nuisance before the board, the city as the prevailing party, shall be entitled to recover its reasonable attorneys' fees and costs associated with the investigation, hearing and prosecution on the public nuisance through all appellate proceedings, including the costs of recording any order, notice or agreement.

(K) An order of the board shall expire not more than one (1) year or as otherwise designated in the order after entry of the order by the board. The order may include deadlines or other notice for requiring compliance by a certain date and that a fine may be imposed in accordance with this subchapter.

Section 93.25 PENALTIES; FINES; LIENS; RECORDING.

(A) The city manager shall, upon notification by the recording secretary that an affidavit of noncompliance has been filed by the nuisance abatement coordinator reflecting that a previous order of the board has not been complied with, schedule a hearing before the board. Upon evidence establishing that a noncompliance exists, the board shall enter an order imposing conditions and any other measures to abate the public nuisance as provided by this subchapter, including the imposition of a fine.

(B) A fine imposed pursuant to this section shall not exceed two hundred fifty dollars (\$250.00) per day for a first occurrence of a public nuisance and shall not exceed five hundred dollars (\$500.00) per day for a recurring public nuisance. However, total fines imposed in any action brought pursuant to this subchapter shall not exceed fifteen thousand dollars (\$15,000.00). In determining the amount of the fine, if any, the board shall consider the following factors:

- (1) The gravity of the public nuisance;
- (2) Any actions taken by the owner to correct the public nuisance; and
- (3) Any previous nuisances maintained or permitted by the owner.

(C) A certified copy of an order imposing a fine may be recorded in the public records of the county, and thereafter shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the owner. Upon petition to the circuit court, such order may be enforced in the same manner as a court judgment by the sheriffs of this state, including levy against personal property, but such order shall not be deemed to be a court judgment except for enforcement purposes. A fine imposed pursuant to this subchapter shall continue to accrue until the owner comes into compliance or until the judgment is rendered in a suit to foreclose on a lien filed pursuant to this section, whichever occurs first. A lien arising from a fine imposed pursuant to this section runs in favor of the city, and the city may execute a satisfaction or release of a lien in the same manner as provided under Section XXX of this Code, or may otherwise seek to foreclose on the lien. However, where the nuisance abatement action is based on a stolen property nuisance, and is brought against a property owner operating an establishment where multiple tenants, on one (1) site, conduct their own retail businesses, the property owner shall not be subject to a lien against the owner's property or the prohibition of operation provision if the property owner elects to evict the business declared to be a nuisance within ninety (90) days after

notification by registered mail to the property owner of a second stolen property conviction of the tenant. Any lien recorded against real property may be foreclosed by the city and the owner of such real property shall be liable for all costs, including a reasonable attorney's fee, associated with the recording of all orders and foreclosure.

(D) The board may further bring a complaint under Fla. Stat. § 60.05, seeking a permanent injunction against any nuisance as described in this subchapter. This section does not restrict the right of any person to proceed under Fla. Stat. § 60.05, against any public nuisance.

Section 93.26 APPEAL.

A party aggrieved by a final administrative order of the board shall have the right to appeal said order to a court of competent jurisdiction, pursuant to the rules of procedure of the court."

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. 2016-13, held on June 2, 2016; and read in title only and duly enacted at Meeting No. 2016- , held on , 2016.

William Capote, MAYOR

ATTEST:

Terese M. Jones, CITY CLERK

Reviewed by CAO: _____

Applicant: City of Palm Bay
Case No.: T-17-2016

ORDINANCE NO. 2016-39

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE ZONING ORDINANCE OF THE CITY OF PALM BAY BY CHANGING THE ZONING OF PROPERTY FROM NC (NEIGHBORHOOD COMMERCIAL DISTRICT) TO HI (HEAVY INDUSTRIAL DISTRICT); WHICH PROPERTY IS LOCATED AT THE SOUTHEAST CORNER OF ST. ANDRE BOULEVARD AND WINGHAM DRIVE, AND LEGALLY DESCRIBED HEREIN; PROVIDING FOR A CHANGE OF THE ZONING MAP; 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 Zoning Ordinance of the City of Palm Bay, Brevard County, Florida, is hereby amended to provide for the rezoning of property from NC (Neighborhood Commercial District) to HI (Heavy Industrial District), being legally described as follows:

A portion of Tract "Q", Port Malabar Unit Fifty One, as described in Plat Book 23, Pages 104-118 of the Public Records of Brevard County, Florida, less the southwesterly 2.5 acres, more particularly described as follows:

Beginning at the north corner of said Tract "Q", said point also being the southwest corner of a drainage right-of-way and also along the southeast right-of-way line of Wingham Drive SW; thence S 59°57'11" E along the northeast line of said Tract "Q" a distance of 887.25 feet; thence S 56°00'00" W along the southeast line of said Tract "Q" a distance of 903.09 feet to the northeast right-of-way of said St. Andre Boulevard SW, (platted Hurley Boulevard SW); thence N 34°00'00" W along the northeast right-of-way of said St. Andre Boulevard SW, a distance of 337.75 feet; thence departing said right-of-way run N 56°00' 00" E a distance of 364.05 feet; thence N 49°05' 59" W, a radial line, a distance of 381.83 feet to the said right-of-way of Wingham Drive SW; thence along the said southeast right-of-way of Wingham Drive SW along a curve concave to the northwest having a radius of 1540 feet, a central angle of 09°55'23", an arc distance of 266.71 feet, to the Point of Beginning; containing 9.48 Acres, more or less.

SECTION 2. The Zoning Map of the City of Palm Bay is hereby revised to reflect this amendment.

SECTION 3. The provisions within this ordinance shall take effect immediately upon the enactment of Ordinance No. 2016-38.

Read in title only at Meeting No. 2016-13, held on June 2, 2016; and read in title only and duly enacted at Meeting No. 2016- , held on , 2016.

William Capote, MAYOR

ATTEST:

Terese M. Jones, CITY CLERK

Reviewed by CAO: _____

Applicant: City of Palm Bay
Case No.: CPZ-9-2016

cc: (date) Applicant
Case File

ORDINANCE NO. 2016-40

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE FISCAL YEAR 2016 BUDGET BY APPROPRIATING AND ALLOCATING FUNDS AS FOLLOWS: USE OF UNDESIGNATED FUND BALANCE IN THE FOLLOWING FUNDS: GENERAL FUND; LAW ENFORCEMENT TRUST FUND; STATE HOUSING GRANT FUND; COMMUNITY DEVELOPMENT BLOCK GRANT FUND; PARKS IMPACT FEES FUND; BAYFRONT CRA FUND; BAYFRONT CRA 2006 BOND PROGRAM FUND; UTILITIES OPERATING FUND; MAIN LINE EXTENSION FEE FUND; 2005B BOND CONSTRUCTION FUND; BUILDING FUND; AND OTHER EMPLOYEE BENEFIT FUND; RECOGNIZING REVENUE FOR CITY OWNED PROPERTY SALES; FDOT REVENUE FOR JPA LIGHTING PROJECT; INTEREST REVENUE IN 2005B BOND CONSTRUCTION FUND; EMPLOYEE HEALTH INSURANCE FUND FOR CIGNA WELLNESS REIMBURSEMENT; TRANSFERS FROM GENERAL FUND TO ROAD MAINTENANCE CIP FUND AND TO FLEET SERVICES FUND; TRANSFER FROM BUILDING FUND TO GENERAL FUND AND TO FLEET SERVICES FUND; TRANSFER FROM OTHER EMPLOYEE BENEFIT FUND TO COMMUNITY DEVELOPMENT BLOCK GRANT FUND AND BAYFRONT COMMUNITY REDEVELOPMENT AGENCY FUND; TRANSFER FROM ROAD MAINTENANCE CIP FUND TO FLEET FUND; REDUCTION IN TRANSFERS FROM UTILITY OPERATING AND MAIN LINE EXTENSION FEE FUND TO 2005B BOND CONSTRUCTION FUND; RECOGNIZING THAT SUCH APPROPRIATIONS MUST BE MADE PURSUANT TO THE CODE OF ORDINANCES OF THE CITY OF PALM BAY, CHAPTER 35; ADOPTING, RATIFYING, CONFIRMING, AND VALIDATING THE ALLOCATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Palm Bay recognizes that non-budgeted items must be appropriated and that such appropriation must be allocated by Ordinance, and

WHEREAS, transfers between funds and departments must be approved by City Council, and

WHEREAS, Chapter 35, Finance, Budget, Section 35.035, of the City of Palm Bay, Code of Ordinances provides for the transfer of funds and appropriation of unbudgeted funds.

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

SECTION 1. The City Council, in accordance with the City of Palm Bay, Code of Ordinances, Chapter 35, Finance, Budget, Section 35.035, hereby appropriates the following funds:

	Revenues	Expenditures
<u>General Fund</u>		
Addtl Fire Pension contribution requirement		49,315
Transfer to Fleet Fund (521) for equip purchase		32,200
Reduce PW Misc Operating Supplies		(32,200)
Addtl funding Hill York Service A/C Maint		20,451
Addtl funding Tropic Greenery Parks Mowing		11,243
Record Qtrly City Property Sales	74,018	
Trf City Property Sales 100% Road Maint CIP		74,018
Trf adv from Bldg Fund (451) for Police radio consoles	165,000	
Purchase Police radio consoles		165,000
Trf adv from Bldg Fund (451) for Microsoft Cloud Suites	337,961	
Purchase Microsoft Cloud Suites		337,961
Trf from Bldg Fund (451) to support (2) Fire Inspectors	29,220	
Additional FTE Battalion Chief		29,220
Additional FTE Purchasing Contract Administrator		19,350
Additional FTE .46 Planner I		8,998
Undesignated Fund Balance	109,357	
Fund Subtotal	715,556	715,556
<u>Law Enforcement Trust Fund (101)</u>		
LETF# 16-06 Powell Neighborhood Watch donation		2,000
Undesignated Fund Balance	2,000	
Fund Subtotal	2,000	2,000

Community Development Block Grant Fund (112)

Trf from OEB Fund (513) for termination ben. pd out	19,201	
Rcl GM Director, Assist Director & Planner to Bldg		(100,650)
Undesignated Fund Balance	(119,851)	
Fund Subtotal	(100,650)	(100,650)

Park Impact Fees Fund (154)

A&E Services for Developing Campgrounds 16PK08		150,000
Undesignated Fund Balance	150,000	
Fund Subtotal	150,000	150,000

Bayfront Comm. Redevelopment Agency Fund (181)

Trf from OEB Fund (513) for termination ben. pd out	71,910	
Undesignated Fund Balance	(71,910)	
Fund Subtotal	-	-

Community Investment Program Fund (301)

Addtl FDOT Funding for JPA Lighting proj 15PW10	6,086	
JPA Lighting project 15PW10		6,086
Fund Subtotal	6,086	6,086

Bayfront CRA (06 Bond) Fund (303)

Addtl funding US1 Phase 2 Street Lights 13CR02		3,863
Undesignated Fund Balance	3,863	
Fund Subtotal	3,863	3,863

Road Maintenance CIP Fund (307)

Trf from GF for 100% use of City Property Sales	74,018	
FY 16 Road Maintenance Program 16PW06		74,018
Remove from Road Program 16PW06		(35,000)
Trf to Fleet fund from Road Program for Capital Equip		35,000
Fund Subtotal	74,018	74,018

Utility Operating Fund (421)

Additional funding for meter services		50,000
Engineering North Regional deep injection well T/O		60,308
Reduction of transfer to 05 Bond Construction Fund (426)		(246,031)
Undesignated Fund Balance	(135,723)	
Fund Subtotal	(135,723)	(135,723)

Main Line Extension Fee Fund (425)

Reduction of transfer to 05 Bond Construction Fund (426)		(189,488)
Undesignated Fund Balance	(189,488)	
Fund Subtotal	(189,488)	(189,488)

05 Bond Construction Fund (426)

2005B Bond Principal & Interest		1,417,069
Refunding 2016 Bond Principal & Interest 10/1		476,211
Bond Issuance Costs		92,343
Interest earned on principal escrow	3,165	
Reduction of Utility Operating (421) transfer	(246,031)	
Reduction of MLE Fee Fund (425) transfer	(189,488)	
Undesignated Fund Balance	2,417,977	
Fund Subtotal	1,985,623	1,985,623

Building Fund (451)

Trf Advance to Fleet Fund (521)for PW Capital Equip		248,023
Trf Advance to General Fund for Police Consoles		165,000
Trf Advance to General Fund for Microsoft Cloud		337,961
Trf to General Fund to support (2) Fire Inspector positions		29,220
Additional FTE Building Inspector		17,842
Additional FTE .54 Planner I		10,520
Rcl GM Director, Assist Director & Planner from CDBG		100,650
Undesignated Fund Balance	909,216	
Fund Subtotal	909,216	909,216

Employee Health Insurance Fund (511)

Wellness Benefits reimbursement from Cigna	15,000	
Wellness Benefits		15,000
Fund Subtotal	15,000	15,000

Other Employee Benefit Fund (513)

Trf to BCRA (181) for termination ben. pd out		71,910
Trf to CDBG (112) for termination ben. pd out		19,201
Undesignated Fund Balance	91,111	
Fund Subtotal	91,111	91,111

Fleet Services Fund (521)

Transfer from General Fund	32,200	
Purchase of Bush Hog attachment & Roller		32,200
Transfer from Road Maintenance CIP Fund (307)	35,000	
Transfer advance from Building Fund (451)	248,023	
Purchase Capital Equip (Tractors/Excavators)		283,023
Fund Subtotal	315,223	315,223
Total	3,841,835	3,841,835

SECTION 2. The City Council adopts, ratifies, and approves the appropriations as listed above.

SECTION 3. The provisions within this Ordinance shall take effect immediately upon the enactment date.

Read in title only at Meeting No. 2016-13, held on June 2, 2016; and read in title only and duly enacted at Meeting No. 2016- , held on , 2016.

William Capote, MAYOR

ATTEST:


Terese M. Jones, CITY CLERK

Reviewed by CAO: _____



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Gregg Lynk, City Manager 

DATE: June 16, 2016

RE: RFP 39-0-2016/SB, NRWTP Lime Slurry & Polymer Feed System Equipment Installation

City of Palm Bay Utilities Department solicited proposals for installation of lime slurry and polymer feed system equipment at the North Regional Water Treatment Plant (NRWTP). The awarded vendor will provide installation services and all other appurtenances necessary for complete installation per specifications. The Hose Pump (RFP 06-0-2016/SB) and Polymer Feed System Equipment (RFP 41-0-2016/SB) were both competitively solicited and awarded through City Council on April 21, 2016 and orders are currently in place for this equipment to be incorporated into the installation project.

Four (4) proposals were received in response to the City's solicitation. The proposals were evaluated by a committee consisting of members representing the Utilities Department with assistance from the City's Continuing Consulting Engineer as a non-voting member and subject matter expert (SME). Staff evaluated submittals based on qualifications and technical responses and completeness of proposals. Purchasing staff completed the calculations for cost.

Staff recommends L7 Construction Inc. located in Sanford, FL as the contractor to install the Lime Slurry & Polymer Feed System Equipment at the NRWTP.

Local preference was not applied to this project as contractors are located outside of the local area.

REQUESTING DEPARTMENTS:

Utilities Department, Purchasing Division, Finance Department

FISCAL IMPACT:

Total project award will be \$452,700.00. A budget amendment will be required to appropriate fund balance in the Utilities renewal and replacement account 424-8022-533-6221, project 14WS05.

RECOMMENDATION:

Motion to approve award of RFP 39-0-2016/SB, NRWTP Lime Slurry & Polymer Feed System Equipment Installation Procurement to L7 Construction Inc., located in Sanford, Florida.

Attachments: 1) Ranking Form
2) Tabulation Sheet

BM/ab

RFP #39-0-2016/SB
NRWTP Lime Slurry and Polymer Feed System Equipment Installation
Local Preference Calculations

CRITERIA - TOTAL 100 POINTS

Qualifications / TR = 16 points
Completeness of RFP = 12 points
Cost = 72 points

Short List - Oral Presentations = 10 points

Local Preference

Class "A" Vendor 10%
Class "B" Vendor 7.5%
Class "C" Vendor 5%
Class "D" Vendor 0%

BUDGETED FUNDING AVAILABLE - \$270,400.00

		Class "D" Vendor	Class "D" Vendor	Class "D" Vendor	Class "D" Vendor
		\$620,000.00	\$513,400.00	\$632,000.00	\$452,700.00
EVALUATION		Close Construction LLC	Florida Design Contractors	Florida Design Drilling Corp	L7 Construction Inc
CRITERIA	POSSIBLE	301 NW 4th Ave Okeechobee FL 34972	1326 So Killian Drive Lake Park FL 33403	7733 Hooper Rd West Palm Beach FL 33411	4380 St Johns Parkway ste 140 Sanford FL 32771
	POINTS	863-467-0831 / 863-763-6337	561-845-1233 / 561-848-5992	561-844-2966 / 561-844-2967	321-972-9325 / 407-732-7812
		danny@closeconstruction.us	tclarke@floridadesigncontractors.com	jeff@fldrilling.com	blefever@l7construction.com
Summary of Qualifications	16	13.33	15.33	14.40	14.40
Technical Proposals	12	9.50	10.80	10.20	10.50
SUBTOTAL (1) NON-PRICE FACTORS	28	22.83	26.13	24.60	24.90
Cost	72	51.57	63.49	51.57	72.00
SUBTOTAL (2) POINTS	100	74.40	89.62	76.17	96.90
SHORT LIST - ORAL PRESENTATIONS	10	N/A	N/a	N/A	N/A
SUBTOTAL (3) POINTS	110				
Local Preference		0.0%	0.0%	0.0%	0.0%
Additional Points		0.00	0.00	0.00	0.00
TOTAL SCORE		74.40	89.62	76.17	96.90

Final Ranking

- 1) L7 Construction, Inc.
- 2) Florida Design Contractors
- 3) Florida Design Drilling Corp.
- 4) Close Construction, LLC

RFP #39-0-2016/SB
NRWTP Lime Slurry and Polymer Feed System Equipment Replacement
Cost Calculations

Budgeted Funding Available is \$270,400.00

COMPANY NAME	PROPOSAL COST	LOWEST COST PROPOSED	% OF LOW	MULTIPLIER	TOTAL POINTS ASSIGNED
Close Construction LLC	\$ 620,000.00	\$ 452,700.00	73.0%	72	51.572
Florida Design Contractors	\$ 513,400.00	\$ 452,700.00	88.2%	72	63.487
Florida Design Drilling	\$ 632,000.00	\$ 452,700.00	71.6%	72	51.573
L7 Construction Inc	\$ 452,700.00	\$ 452,700.00	100.0%	72	72.000

RFP #39-0-2016/SB
 NRWTP Lime Slurry and Polymer Feed System Equipment Installation
 Initial Scoring

Qualifications = max 4 - points x's 4 = max 16 total						
	Emanuel	Bill	Bickram	Average	Multiplier	TOTAL
COMPANY NAME	Odies	Peters	Ramjit			POINTS
Close Construction LLC	3.00	4.00	3.00	3.33	4	13.33
Florida Design Contractors	4.00	3.50	4.00	3.83	4	15.33
Florida Design Drilling Corp	3.80	3.50	3.50	3.60	4	14.40
L7 Construction Inc	3.80	3.00	4.00	3.60	4	14.40
Completeness of Proposal = max 4 - points x's 3 = max 12 total						
	Emanuel	Bill	Bickram	Average	Multiplier	TOTAL
COMPANY NAME	Odies	Peters	Ramjit			POINTS
Close Construction LLC	3.00	3.00	3.50	3.17	3	9.50
Florida Design Contractors	3.80	3.00	4.00	3.60	3	10.80
Florida Design Drilling Corp	3.70	3.00	3.50	3.40	3	10.20
L7 Construction Inc	4.00	3.00	3.50	3.50	3	10.50
					TOTALS COMBINED	
Close Construction LLC						22.83
Florida Design Contractors						26.13
Florida Design Drilling Corp						24.60
L7 Construction Inc						24.90


RFP #39-0-2016 NRWTP Lime Slurry & Polymer Feed System Equipment Installation				Close Construction LLC 301 NW 4th Ave Okeechobee FL 34972 863-467-0831 / 863-763-6337 danny@closeconstruction.us		Florida Design Contractors 1326 So Killian Dr Lake Park FL 33403 561-845-1233 / 561-848-5992 tclarke@floridadesigncontractors.com		Florida Design Drilling Corp 7733 Hooper Rd West Palm Beach FL 33411 561-844-2966 / 561-844-2967 jeff@fldrilling.com		L7 Construction Inc 4380 St Johns Parkway, Ste 140 Sanford FL 32771 321-972-9325 / 407-732-7812 blefever@l7construction.com	
ITEM	ITEM DESCRIPTION	UOM	QTY	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Mobilization / Demobilization	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 20,000.00	\$ 20,000.00	\$ 80,000.00	\$ 80,000.00	\$ 20,000.00	\$ 20,000.00
2	Install Lime Slurry / Hose Pump Equip	LS	1	\$ 250,000.00	\$ 250,000.00	\$ 170,000.00	\$ 170,000.00	\$ 259,000.00	\$ 259,000.00	\$ 189,000.00	\$ 189,000.00
3	Install Polymer Feed System Equip	LS	1	\$ 85,000.00	\$ 85,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 50,000.00	\$ 50,000.00
4	Replace Junction Box	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 3,500.00	\$ 3,500.00
5	Electrical	LS	1	\$ 40,000.00	\$ 40,000.00	\$ 30,000.00	\$ 30,000.00	\$ 28,000.00	\$ 28,000.00	\$ 66,000.00	\$ 66,000.00
6	F&I Variable Frequency Drive	EA	3	\$ 20,000.00	\$ 60,000.00	\$ 21,000.00	\$ 63,000.00	\$ 20,000.00	\$ 60,000.00	\$ 14,000.00	\$ 42,000.00
7	Instrumentation / Controls	LS	1	\$ 75,000.00	\$ 75,000.00	\$ 66,400.00	\$ 66,400.00	\$ 55,000.00	\$ 55,000.00	\$ 55,000.00	\$ 55,000.00
8	PLC & Graphical Screen Programming	LS	1	\$ 45,000.00	\$ 45,000.00	\$ 44,000.00	\$ 44,000.00	\$ 30,000.00	\$ 30,000.00	\$ 27,200.00	\$ 27,200.00
GRAND TOTAL					\$ 620,000.00		\$ 513,400.00		\$ 632,000.00		\$ 452,700.00

NOTE: Line 7 unit price of \$66,400 was extended as \$66,000 in the submittal. It has been corrected on this tabulation form.



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Gregg Lynk, City Manager 

DATE: June 16, 2016

RE: Award of RFP 44-0-2016/SB Code Compliance Lot Mowing

A competitive request for proposals was issued for this project in April 2016. The services that need to be provided consists of two categories; improved and unimproved lot mowing. The average size of a lot is 80 feet by 125 feet (10,000 square feet), however, lots can be larger and there may be a need to take care of double lots and odd plots of land that exceed 15,000 feet. The contractor may also be required to clean up trash and/or cut down dead trees that may endanger other properties. This service will be performed when owners fail to maintain their property as required by City Code.

Only one response was received to the City's solicitation request. Santa Cruz Construction from Merritt Island submitted a proposal for the unimproved lot mowing only; no submittals were received for the improved lot mowing. Purchasing staff contacted other plan holders for this project to determine why they did not submit a response to the City's request. Of those vendors who provided feedback, reasons included: they were looking for a different type of Code work; not interested in the City's scope of work or timing of projects; no longer performing this type work; too hard to schedule crews with the highs/lows of code lot mowing assignments (some months nothing, other months a lot of work- difficult to schedule their regular customer workloads); missed the deadline for submittal; already on Code Enforcement's list of potential mowing contractors which is provided to citizens – happier with this process as it gives them an opportunity to accept or not accept work.

An evaluation committee consisting of representatives from Police Department and Code Enforcement reviewed the proposal. Proposal was initially ranked for non-price factors to include qualifications, experience, technical response and completeness of proposals. Purchasing staff completed the additional calculations for cost. All points possible were assigned by the team with and unanimous recommendation to award the unimproved lot mowing portion of this RFP to Santa Cruz as they are the current vendor for the City's unimproved lot mowing. Santa Cruz Construction has a good report of communications and strong work habits.

Since the expenditure of improved lot mowing assignments is less than \$25,000.00 annually, it is

also recommended by staff that mowing for improved lots are handled through obtaining price quotations from local vendors on an “as needed” basis.

The City’s Local Preference Policy was applied to this solicitation.

Initial contract term is for a one-year period with the option to renew for two additional one-year terms.

REQUESTING DEPARTMENTS:

Police Department, Purchasing Department, & Finance Department

FISCAL IMPACT:

Code Compliance lot mowing services are regularly budgeted as an operating expense in the Code Nuisance Fund in the amount of \$30,000.00 for improved lot mowing, \$150,000.00 for unimproved lot mowing and \$20,000.00 for other needs such tree removals and demolitions. Revenues are received on a reimbursement for the Code Compliance lot mowing program.

RECOMMENDATION:

Motion to approve RFP #44-0-2016/SB Code Compliance Lot Mowing to Santa Cruz Construction, Merritt Island, Florida for the Unimproved Lot Mowing only.

Attachments: 1) 44-0-2016/SB Tabulation Sheet
 2) 44-0-2016/SB Scoring/Ranking Form

BM/MR/ab

RFP # 44-0-2016 Code Compliance Lot Mowing				Santa Cruz Construction 4205 N Courtenay Pkwy Merritt Island FL 32953 321-452-3190 / 321-459-3358	
ITEM	ITEM DESCRIPTION	Qty	UOM	Price per cut	Total
1	Improved Property - up to 1/2 acre	400	CUT	No Bid	No Bid
2	Improved Property - 1/2 to 1 acre	N/A	CUT	No Bid	
TOTAL - IMPROVED PROPERTY					\$ -
				Price per LF	Total
3	Unimproved Real Property (Medium Cut)	135	125	\$ 1.37	\$ 23,118.75
4	Unimproved Real Property (Heavy Cut)	265	125	\$ 1.99	\$ 65,918.75
TOTAL - UNIMPROVED PROPERTY					\$ 89,037.50

RFP #44-0-2016/SB
Code Compliance Low Mowing
Local Preference Calculations

CRITERIA - TOTAL 100 POINTS

Qualifications = 10 points
Technical Proposal = 25 points
Quality of Proposal = 5 points
Cost = 65 points

Short List - Oral Presentations = 10 points

Local Preference

Class "A" Vendor
Class "B" Vendor
Class "C" Vendor
Class "D" Vendor

BUDGETED FUNDING AVAILABLE - \$150,000.00

EVALUATION		Class 'C' Vendor
CRITERIA		\$89,037.50
	POSSIBLE	Santa Cruz Construction
	POINTS	4205 N Courtenay Parkway
		Merritt Island FL 32953
		321-452-3190 / 321-459-3358
		ssci@santacruzconstruction.com
Summary of Qualifications	10	10.00
Technical Proposals	25	25.00
Quality of Proposal	5	5.00
SUBTOTAL (1) NON-PRICE FACTORS		35.00
Cost	65	65.00
SUBTOTAL (2) POINTS	105	100.00
SHORT LIST - ORAL PRESENTATIONS	10	0.00
SUBTOTAL (3) POINTS	115	100.00
Local Preference		5.0%
Additional Points		5.00
TOTAL SCORE		105.00

RFP 44-0-2016/SB
Code Compliance Lot Mowing
Cost Calculations

Budgeted Funding Available is \$150,000.00 (*unimproved only*)

COMPANY NAME	PROPOSAL COST	LOWEST COST PROPOSED	% OF LOW	MULTIPLIER	TOTAL POINTS ASSIGNED
Santa Cruz Construction	\$ 89,037.50	\$ 89,037.50	100.0%	65	65.0


RFP #44-0-2016/SB
Code Compliance Lot Mowing
Initial Scoring

Qualifications = max 4 - points x's 2.5 = max 10 total					
	Tim	Aaron	Average	Multiplier	TOTAL
COMPANY NAME	Lancaster	Poole			POINTS
Santa Cruz Construction	4.00	4.00	4.00	2.50	10.00
Technical Response = max 4 - points x's 6.25 = max 25 total					
	Tim	Aaron	Average	Multiplier	TOTAL
COMPANY NAME	Lancaster	Poole			POINTS
Santa Cruz Construction	4.00	4.00	4.00	6.25	25.00
Quality of Proposal = max 4 - points x's 1.25 = max 5 total					
	Tim	Aaron	Average	Multiplier	TOTAL
COMPANY NAME	Lancaster	Poole			POINTS
Santa Cruz Construction	4.00	4.00	4.00	1.25	5.00
				TOTALS COMBINED	
Santa Cruz Construction					40.00



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Gregg Lynk, City Manager 

DATE: June 16, 2016

RE: Stormwater Utility Audit Consultant, RFQ 09-0-2016/JM, Government Services Group (GSG), Fee Update Services, Task Order Number 16-01

On February 18, 2016, City Council authorized a master continuing consultant services agreement with Government Service Group (GSG). Task Orders for GSG and their Sub-Consultant, AECOM are attached for the City's Stormwater Utility Audit. The scope of services is designed to meet the objective of updating the City's existing stormwater utility fee methodology by accomplishing the following major tasks: Determine appropriate basis for methodology through effective impervious and impervious only areas; Determine appropriate rate classes for the methodology; Validate and /or update current ERU values and develop a tiered rate structure for all residential properties.

The City's current Stormwater Utility was established in 2010. Through the expertise and experience of Government Services Group (GSG) working in cooperation with the Public Works & Utilities GIS team, will conduct an evaluation of the existing stormwater budget, engineering information, public works data and all other data relating to the provision and proposed provision of the stormwater services and facilities in the City.

City Staff has reviewed the scope of work and requests Council approval to proceed with Government Services Group Task Order Number 16-01. The task order will focus on two areas of the stormwater utility, administrative and technological, in the total amount of \$104,816.00. Work will be completed with the City's Prime Consultant, GSG in the amount of \$60,816.00 with sub-consultant services provided by AECOM in the amount of \$44,000.00.

REQUESTING DEPARTMENTS:

Public Works Department, Purchasing Division, Finance Department

FISCAL IMPACT:

Stormwater Utility Audit is project number 15PW06, account number 461-7084-541-3141. Current account balance is \$200,000.00

RECOMMENDATION:

Motion to approve Stormwater Utility Consultant Service with Government Service Group (GSG) located in Tallahassee, FL in the amount of \$104,816.00.

Attachment: 1) GSG Task Order Number 16-01



Stormwater Utility Fee Update Scope of Services

Task Order: #16-01 “Service Agreement for Stormwater Utility Review & Audit Continuing Consultant Services, RFQ #09-0-2016”

Date: May 26, 2016

The scope of services is designed to meet the objective of updating the City’s existing stormwater utility fee methodology by accomplishing the following major tasks:

1. Determine appropriate basis for methodology
 - a. Effective impervious
 - b. Impervious only
2. Determine appropriate rate classes for the methodology
3. Validate and/or update the current ERU value
4. Develop tiered rate structure for all residential properties

The scope of services is based on the following assumptions:

1. The updated stormwater utility fee program will be implemented in 2016.
2. At a minimum, the following data must be collected, validated and verified by AECOM:
 - Both the update to the ERU value and the creation of the tiered rate structure for the Residential Rate Class will require sampling to establish the ERU value and the relative billing units for each square foot tier range. This involves drawing samples of parcels by rate class and potentially field measuring the impervious area associated with the sample. Since it is not uncommon to list the “footprint” of a single-family residence, but not the associated driveway, a sample of driveways may need to be field-measured, should the Brevard County Property Appraiser not list the square footage of paved driveways.
 - In addition, for the Non-Residential Rate Classes, the amount of impervious area on each parcel in the service area will need to be obtained.
 - The GIS boundaries for all stormwater basins or service areas, if required.
 - A list of all parcel numbers with on-site stormwater mitigation facilities which are privately maintained and an estimate of the year in which those facilities were put in place.
3. The City will provide the necessary budget information and other data required to develop the stormwater utility fee methodology and rates.
4. The City will be active participants and provide timely direction for any outstanding issues as they arise.

- Task 1: Project Initiation** GSG will evaluate existing stormwater budget, engineering information, public works data, reports and all other data relating to the provision and proposed provision of stormwater services and facilities in the City.
- Task 2: Generate Preliminary Database** GSG will develop a preliminary database from the Brevard County Property Appraiser's records, the City's stormwater utility billing system and other data that the City may provide and that is available in a timely manner, in electronic form. This task provides for the performance of data collection tasks to be conducted by AECOM [Exhibit 1 to this Task Order, see attached, incorporated by reference], including, but not limited to field measurement, field research, and verification of parcel data needed for database population. The magnitude of this data collection effort will be dependent on the quality of data available in the Brevard County tax roll database.
- Task 3: ERU Value** Using the preliminary database, GSG will develop a preliminary field work database that will be used to validate and/or update the City's existing ERU value. This involves drawing samples of all residential parcels and validating and/or field measuring the impervious area associated with the sample. GSG will review and revise the sampling as required.
- Task 4: Residential Tiers** Using the preliminary database, GSG will draw samples of all of the residential parcels by size ranges. This involves drawing samples of all residential parcels and validating and/or field measuring the impervious area associated with the sample. Based on the sample and using statistical analysis, GSG will examine the impervious area slope chart and the distribution curve to determine appropriate tier break points. GSG will review and revise the sampling as required. Based on the analysis, GSG will make recommendations regarding the residential square foot tier structure for the City.
- Task 5: Determine Base Billing Units** Using the preliminary billing database, GSG will develop a preliminary field work database that will be used to validate and/or update the impervious area data for all non-residential properties which may involve the field measuring of the impervious area associated with each non-residential parcel. Once the field work has been completed by AECOM, GSG will assign the billing units for each parcel based on the stormwater utility fee methodology and identify the number of such units in the City.
- Task 6: Identify Cost Components of the Stormwater Program** GSG will evaluate the full cost of the proposed stormwater services using the City's most current budget and financial information. This full cost analysis will include the identification of (i) the costs of maintaining and operating the City's stormwater system based on the identified service requirements; (ii) capital project costs; and (iii) administrative costs.
- Task 7: Develop Pro Forma Stormwater Utility Fee Rates** GSG will calculate pro forma stormwater utility fee rates and proforma revenue generation for the components of the proposed rates (i.e., administrative, O&M, capital costs)
- Task 8: Generate Preliminary Stormwater Utility Fee Roll** Using the proforma stormwater utility fee rates, GSG will develop a billing database based on the Brevard County Property Appraiser's records to be used as a preliminary stormwater utility fee roll.
- Task 9: Prepare and Present Stormwater Utility Fee Report** GSG will prepare and present a Stormwater Utility Fee Report that documents the work effort and includes (a) the description of the apportionment methodology and (b) the stormwater utility fee cost calculations.

FEES AND COSTS

For the professional services described in the proposed Scope of Services, GSG will work under a lump sum fee arrangement of \$60,816. Except as noted below, this lump sum fee includes reimbursement for all out-of-pocket expenses.

The lump sum fee for professional services includes six (6) on-site visits to the City by GSG staff. Additional on-site meetings may be arranged at our negotiated hourly rates, as authorized by the City. Expenses related to on-site meetings will be billed in conformance with the Agreement with the City, as referenced. In lieu of on-site visits, we are available to participate in periodic telephone conference calls to discuss project status.

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

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

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

DELIVERABLES SCHEDULE

Deliverable	Schedule
Notice to Proceed	June 2016
Data Collection	June – July 2016
Develop ERU Value and Tiers	July – September 2016
Develop Stormwater Utility Fee Database	August - September 2016
Determine Cost Components	September 2016
Stormwater Utility Fee Rates	September - October 2016
Stormwater Utility Fee Report	October - November 2016

PAYMENT SCHEDULE

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

Tasks		Fees
Task 1	Project Initiation	\$2,856
Task 2	Generate Preliminary Database	\$2,688
Task 3	ERU Value	\$4,912
Task 4	Residential Tiers	\$4,912
Task 5	Assign Billing Units	\$5,376
Task 6	Identify Cost Components	\$7,424
Task 7	Proforma Rates	\$13,136
Task 8	Stormwater Roll	\$5,376
Task 9	Report	\$14,136
Subtotal		\$60,816
Exhibit 1 Total Fees AECOM		\$44,000
Total Fees		\$104,816

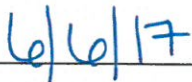
ACCEPTANCE

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

GOVERNMENT SERVICES GROUP, INC.



Camille P. Tharpe
Senior Vice President



Date

CITY OF PALM BAY, FLORIDA

Gregg Lynk
City Manager

Date

Exhibit 1 to Task Order #16-01, "Service Agreement for Stormwater Utility Review & Audit Continuing Consultant Services, RFQ #09-0-2016"

May 26, 2016

Scope of Services

The City of Palm Bay is updating its Stormwater Utility Fee methodology. As a subconsultant to Government Services Group, Inc (GSG), AECOM is tasked to collect, validate, and verify the following data:

- Both the update to the ERU value and the creation of the tiered rate structure for the Residential Rate Class will require sampling to establish the ERU value and the relative billing units for each square foot tier range. This involves drawing samples of parcels by rate class and potentially field measuring the impervious area associated with the sample. Since it is not uncommon to list the "footprint" of a single-family residence, but not the associated driveway, a sample of driveways may need to be field-measured, should the Brevard County Property Appraiser not list the square footage of paved driveways.
- In addition, for the Non-Residential Rate Classes, the amount of impervious area on each parcel in the service area will need to be obtained.
- The GIS boundaries for all stormwater basins or service areas, if required.
- A list of all parcel numbers with on-site stormwater mitigation facilities which are privately maintained and an estimate of the year in which those facilities were put in place.

These services have been divided into the following tasks to be incorporated in the GSG scope to be provided to the City of Palm Bay.

Task 1 – Project Management

Effective project management is the key to a successful project. The following services will be included:

1. General project control and team coordination, including timely communication with CITY staff, including conference calls during milestone events/deliverables.
2. Attend a Project kick-off meeting upon receipt of Notice to Proceed.
3. Attend up to two (2) on-site visits at the City

Task 2 – Generate Preliminary Database

AECOM will evaluate GIS data provided by the City of Palm Bay and Brevard County. Based on the Brevard County Property Appraiser's records, AECOM will determine the impervious area of the two different land use categories: residential and non-residential. For the residential land use category, GSG will determine the tiered rate structure for the Residential Rate Class. There could be up to four (4) rate classes. For each rate class, drawing samples of parcels will be developed to determine the approximate impervious area for each class. In order to determine the impervious areas, AECOM will first utilize NAIP imagery to generate a NDVI (vegetative index) for a rate class area. To check that the NDVI can aid in

determining impervious areas, a sample of parcels will be digitized to compare the calculations. This will also allow to check the accuracy of the calibrated imagery analysis to the digitized parcels to determine an adjustment factor for tree cover. If the variance in accuracy is not acceptable, all the parcels may need to be digitized. For the non-residential parcels, the same process for the residential rate classes will be conducted but will be completed for every non-residential parcel. There are approximately 2,500 non-residential parcels. Field measurement may be needed for parcels that are difficult to determine impervious area based on the imagery analysis due to high concentration of vegetation cover. AECOM will utilize the information to determine which parcels may need additional field measurement, field research, and verification. Parcels will be identified before conducting any field measurement. It is anticipated that approximately 3 days in the field is needed.

Task 3 – On-Site Stormwater Mitigation Facilities

Stormwater basins or service areas may be needed to aid in the stormwater utility fee program. The delineation of these basins will be based on the City of Palm Bay's NPDES Phase II Permit and St. John's River Water Management District permitting database. A GIS boundary of each basin/service area will be determined and delivered for verification.

In addition to the GIS boundary, a list of all parcel numbers with on-site stormwater mitigation facilities which are privately maintained and an estimate of the year in which those facilities were put in place will be developed. The City of Palm Bay will provide any City issued permits such as the residential lot drainage permit and stormwater management permit that will assist AECOM in determining the parcels with on-site stormwater mitigation facilities. AECOM will also research the St. Johns River Water Management District website for stormwater management permits.

Assumptions:

- Parcel data to be provided by the City of Palm Bay including but not limited to the parcel shapefiles and parcel database information
- NAIP imagery is available to generate NDVI (vegetative index) for the study area.
- No surveying is proposed on this project. Any field verification will be completed through means of a distance wheel and tape measure.
- City of Palm Bay will provide any City issued permits to aid in determining parcels with on-site stormwater mitigation facilities.

Schedule:

- Draft Geodatabase – six weeks from client kickoff meeting
- Final Geodatabase – two weeks after comments received from Draft Geodatabase submittal

Deliverables:

- Draft Geodatabase
- Final Geodatabase

Compensation and Payment

Compensation for the services set forth above will be compensated as a lump sum of \$44,000. Project budget breakdown is shown on Budget Sheet.

**Attachment 1 to Government Services Group Task Order #16-01
Service Agreement for Stormwater Utility Review Audit Continuing Consultant Services, RFQ #09-0-2016**

GSG - Hours and Fees Matrix

		Sr Project				Data			
Tasks	Sr VP	Fees	Manager	Fees	Analyst	Fees	Trips	Total	
Task 1	Project Initiation	4	\$928	4	\$928	0	\$0	1	\$1,856
Task 2	Generate Preliminary Database	0	\$0	4	\$928	20	\$1,760	0	\$2,688
Task 3	ERU Value	2	\$464	4	\$928	40	\$3,520	0	\$4,912
Task 4	Residential Tiers	2	\$464	4	\$928	40	\$3,520	0	\$4,912
Task 5	Assign Billing Units	0	\$0	8	\$1,856	40	\$3,520	0	\$5,376
Task 6	Identify Cost Components	0	\$0	32	\$7,424	0	\$0	0	\$7,424
Task 7	Proforma Rates	8	\$1,856	40	\$9,280	0	\$0	2	\$11,136
Task 8	Stormwater Roll	0	\$0	8	\$1,856	40	\$3,520	0	\$5,376
Task 9	Report	8	\$1,856	40	\$9,280	0	\$0	3	\$11,136
Total Hours and Fees		24	\$5,568	144	\$33,408	180	\$15,840		\$54,816
Trips								6	\$6,000
Total Fees and Expenses			\$5,568		\$33,408		\$15,840		\$60,816

Hourly Rate	\$232	\$100	\$88
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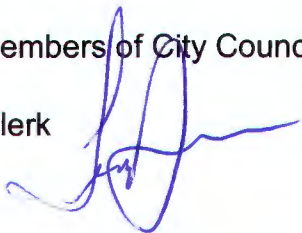
AECom - Hours and Fees Matrix

GIS																
Tasks		Operation s Manager	Project Manager I		Project Engineer I		Engineer II		Specialist II		CADD Operator		Admin. Asst. II		Total	
Task 1	Project Management	2	\$460	18	\$3,240	-	\$0	5	\$450	11	\$880	-	\$0	2	\$140	\$5,170
Task 2	Generate Preliminary Database	-	\$0	15	\$2,700	7	\$945	60	\$5,400	162	\$12,960	20	\$1,740	2	\$140	\$23,885
Task 3	On-Site Stormwater Mitigation Facilities	-	\$0	14	\$2,520	5	\$675	79	\$7,110	33	\$2,640	-	\$0	4	\$280	\$13,225
Total Hours and Fees		2	\$460	47	\$8,460	12	\$1,620	144	\$12,960	206	\$16,480	20	\$1,740	8	\$560	\$42,280
Expenses																\$1,720
Total Fees and Expenses			\$460	\$8,460		\$1,620		\$12,960		206	\$16,480	20	\$1,740	8	\$560	\$44,000

Hourly Rate	\$230	\$180	\$135	\$90	\$80	\$87	\$70
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MEMO TO: Honorable Mayor and Members of City Council

FROM: Terese M. Jones, City Clerk 

DATE: June 16, 2016

SUBJECT: One (1) Appointment – Community Development Advisory Board

As you may recall, the term of David Hernandez on the above subject board expired on June 15, 2016. Mr. Hernandez has reapplied to continue service on the board.

This board is comprised of members representing various fields within the community. The aforementioned individual represents the 'residential home building' position. Individuals with experience in the fields are preferred, but not required.

The position has been announced at several regular Council meetings and applications solicited for same. The following application has been received:

David Hernandez
1257 Palmdale Circle, NE

'residential home building'

The matter is presented to Council for the appointment of one (1) member to the Community Development Advisory Board.

If you should have any questions, please advise.

/jcd

Attachment



Office of The

JUN - 8 2016

City Clerk

APPLICATION FOR MEMBERSHIP CITY BOARDS OR COMMITTEES

THIS APPLICATION MUST BE RECEIVED BY THE OFFICE OF THE CITY CLERK NO LATER THAN WEDNESDAY, 5:00 P.M., _____, TO BE CONSIDERED BY THE CITY COUNCIL.

Board/Committee: COMMUNITY DEVELOPMENT ADVISORY BOARD

1. Full name: DAVID LEE HERNANDEZ

a) Home Address: 1257 PALMDALE CIR NE

City: PAWM BAY Zip Code: _____

Telephone No. 321-615-4214 Fax No.: 321-768-9959

E-mail: DAVIDHERNANDEZ@GMAIL.COM

b) Employer: SELF Occupation: DESIGNER / BUILDER

Address: SAME

City: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

E-mail: _____

Job responsibilities: ARCHITECTURAL DESIGN / CONSTRUCTION OF SINGLE FAMILY

DWELLINGS

If retired, what was your occupation prior to retirement? _____

List job responsibilities in the space above.

2. Education: AS BCC

3. Have you ever held a business license or certificate? Yes _____ No X

If yes, please provide the following:

Title	Issue Date	Issuing Authority	Disciplinary Action/Dates
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4. Are you a resident of the City? Yes ✓ No _____

If yes, how long? 52 YEARS

5. How long have you been a resident of Brevard County? 52 YEARS

6. Are you a United States citizen?

Yes ☒ No ☐

7. Are you a registered voter of the City?

Yes ☒ No ☐

8. Are you employed by the City?

Yes ☐ No ☒

9. Do you presently serve on a City board(s)?

Yes ☒ No ☐

If yes, please list board(s): SANE

10. Have you previously served on a City board(s)?

Yes ☒ No ☐

If yes, please list board(s): BOARD OF ADJUSTMENTS & APPEALS -

11. Are you currently serving on a board, authority, or commission for another governmental agency?

Yes ☐ No ☒

If yes, what board, etc. _____

12. Have you ever been convicted or pled guilty to a criminal charge or pled nolo contendere (no contest) to a criminal charge?

Yes ☐ No ☒

If yes, what charge _____; where _____; when _____;
disposition was: Convicted _____ Pled Guilty _____ Pled No Contest _____

Have your civil rights been restored?

Yes ☐ No ☐

13. Are you a member or participant of any community organizations? (Please list) _____

14. What are your hobbies/interests? RUNNING, BIKING

15. Why do you want to serve on this board/committee?

HAVE DONE IT FOR 12 YEARS, I ENJOY IT.

16. Section 760.80, Florida Statutes, requires certain information on statutorily created boards to be filed on an annual basis. Please complete the following:

Race: African-American _____
Asian-American _____
Hispanic-American _____
Native-American _____
Caucasian ✓ _____
Not Known _____

Gender: Male ✓ _____
Female _____

Physically Disabled: Yes _____ No ✓ _____

APPLICANT CERTIFICATION

By filing this application with the City of Palm Bay and placing my signature below, I do hereby acknowledge the following:

1. This Application, when completed and filed with the Office of the City Clerk, is a PUBLIC RECORD under Chapter 119, Florida Statutes, and is open to public inspection.
2. I am responsible for keeping the information on this form current and that any changes or updates will be provided to the Office of the City Clerk.
3. I consent to filing the Statement of Financial Interests if required for this board.
4. If appointed to a board/committee, I acknowledge that it is my obligation and duty to comply with the following:

Code of Ethics for Public Officials (Florida Statutes, Chapter 112, Part III)
Florida Sunshine Law (Florida Statutes, Chapter 286)

5. I understand the responsibilities associated with being a board/committee member, and I will have adequate time to serve on this board/committee.

The information provided on this form is true and correct, and consent is hereby given the City Council or its designated representative to verify any and/or all information provided.

Signature: _____

Date: _____

08 JUNE 2016

Please return via email: judy.denis@pbfl.org

Fax: (321) 953-8971

or mail to: City of Palm Bay
Office of the City Clerk
120 Malabar Road, SE
Palm Bay, FL 32907



COMMITTEE AND COUNCIL REPORTS

- **The Greater Palm Bay Chamber of Commerce**

Committee Reports

- **Space Coast Transportation Planning Organization**
- **Space Coast League of Cities**
- **Tourist Development Council**
- **Palm Bay Hospital Board**

Council Reports



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Gregg Lynk, City Manager

DATE: June 16, 2016

RE: Textual Amendment- Chapter 35 Purchasing Thresholds Procedures and Definitions

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

The City Code of Ordinances Chapter 35 currently sets a maximum City Manager award for budgeted funds at \$25,000.00. Due to this constraint, capital projects that have been previously approved by the City Council still require all competitively awarded contracts over \$25,000.00 to return for subsequent City Council approval. A major capital project, such as a road construction project, would return repeatedly for all elements of the projects over \$25,000.00. For example, survey, engineering, environmental permitting, and geo-technical work, may require the separate City Council actions prior to the roadway construction contract being awarded.

These are repetitive approval actions for projects previously approved by the City Council thru the budget process.

The proposed amendment will set the City's threshold to be consistent with the County Manager for the Board of County Commissioners of \$100,000.00, and reduces current disparity between the City Code and Federal Small Dollar Purchase threshold of \$150,000.00.

Staff is in the process of rescheduling the City Council workshop regarding procurement to update the relevant Code of Ordinances, with an anticipated effective date of October 1, 2016.

The proposed definition addition will define rotational basis and provide for equitable distribution of engineering design work through the City's continuing consultants.

REQUESTING DEPARTMENT:

Growth Management Department

FISCAL IMPACT:

None.

RECOMMENDATION:

Motion to approve the requested textual amendment as provided.

Attachment: 1) Ordinance

SB/ab

ORDINANCE NO. 2016-41

AN ORDINANCE OF THE CITY OF PALM BAY, BREVARD COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, TITLE III, ADMINISTRATION, LAND DEVELOPMENT CODE, CHAPTER 35, FINANCE DEPARTMENT, SUBCHAPTER 'PURCHASING' BY MODIFYING THRESHOLDS PROCEDURES AND DEFINITIONS; 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 35, Finance Department, Subchapter 'Purchasing', is hereby amended and shall henceforth read as follows:

"Purchasing

* * *

Section 35.082 DEFINITIONS.

For the purpose of this subchapter, the following terms, phrases, words and their derivations shall have the meaning given herein:

* * *

ROTATIONAL BASIS. Assignment of Task Orders when two or more firms are awarded a continuing contract in accordance with Fla. Stat. § 287.055, shall be on a rotational basis giving consideration to the firm's specialty experience, existing workload, willingness to meet project budget and schedule, proximity to project site or office, past performance, value of previous and current projects, or other documented factors serving the best interest of the City. Assignment of task orders is at the discretion of the originating department with an equitable distribution of task orders over the term of the contract.

* * *

Section 35.088 EMERGENCY PURCHASES.

In case of an emergency which requires immediate purchase of supplies, services or professional services, the City Manager shall be empowered as herein set forth, at the

lowest obtainable price to purchase any supplies, services or professional services exceeding ~~twenty-five~~ one hundred thousand dollars (\$~~25~~100,000.00). Such action shall be reported to the City Council with a full written report of the circumstances of the emergency being placed in the file of the purchasing manager.

Section 35.096 AWARD OF CONTRACT.

* * *

(B) All contracts, involving budgeted funds, when the sum is in excess of fifteen thousand dollars (\$15,000.00) and up to ~~twenty-five~~ one hundred thousand dollars (\$~~25~~100,000.00), may be awarded by the City Manager to the lowest and best responsible offeror. When the amount of a contract is in excess of ~~twenty-five~~ one hundred thousand dollars (\$~~25~~100,000.00), the City Council may award the contract to the lowest and best responsible offeror, or may delegate to the City Manager the power to award such contract to the lowest and best responsible offeror. In addition to price, there shall be considered the following:

* * *

Section 35.097 AWARD TO OTHER THAN LOWEST OFFER.

* * *

(B) Award of all tie offers, when the sum is fifteen thousand dollars (\$15,000.00) or less value, shall be made by the purchasing manager pursuant to divisions (B)(1) and (2) below. All tie offers in excess of fifteen thousand dollars (\$15,000.00), but not in excess of ~~twenty-five~~ one hundred thousand dollars (\$~~25~~100,000.00), shall be awarded by the City Manager. All offers in excess of ~~twenty-five~~ one hundred thousand dollars (\$~~25~~100,000.00) shall be awarded by the City Council.

* * *"

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. 2016- , held on , 2016; and read in title only and duly enacted at Meeting No. 2016- , held on , 2016.

William Capote, MAYOR

ATTEST:

Terese M. Jones, CITY CLERK

Reviewed by CAO: _____

Words ~~stricken~~ through shall be deleted; underscored words shall be included. Deletions and additions constitute the proposed amendment. Words remaining are now in effect and remain unchanged.



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Gregg Lynk, City Manager

DATE: June 16, 2016

RE: Renewal of Joint Planning Agreement with Brevard County

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

Please find attached a draft Joint Planning Agreement (JPA) with Brevard County. On December 1, 2015 the City Council approved renewal of the JPA. Since that time, the County Administration has asked the City to consider adding the widening of Malabar Road from Minton Road west to St. John's Heritage Parkway to the JPA. After widening by the County, a subsequent transfer and acceptance by the City for road maintenance would occur. Brevard County first entered into a JPA with the City of Rockledge on September 6, 2000. The proposed agreement is very similar to the previous one but reflects the municipal annexations that have recently occurred.

The Brevard County Comprehensive Plan encourages the County to enter into Interlocal Joint Planning Agreements (JPA) with local municipalities. The purpose of a JPA is to provide better intergovernmental coordination, including issues such as: joint review of development proposals within certain proximities of municipal boundaries; assessing impacts of land development proposals on traffic circulation; annexation notification; and maximizing service effectiveness.

The proposed JPA includes a joint review area where the City and County would exchange information on applications filed along a common boundary. In addition, it addresses transfer of maintenance of rights of way (ROW) for Babcock Road segments after these roadway segments have been widened and repaved by the County. This transfer is shown in phases as the roadway is widened.

Both the JPA and the included ROW transfer is similar to the successful Brevard County/City of Rockledge agreement where the County has encumbered over \$17,000,000.00 for the Barnes Boulevard widening to four lanes, with subsequent transfer to the City.

REQUESTING DEPARTMENT:
Growth Management Department

FISCAL IMPACT:
None.

RECOMMENDATION:
Motion to execute the Joint Planning Agreement and authorize the Mayor to execute.

Attachment: 1) Joint Planning Agreement

SB/ab

**CITY OF PALM BAY - BREVARD COUNTY
JOINT PLANNING INTERLOCAL AGREEMENT**

This Joint Planning Interlocal Agreement is made and entered this day of December 2014 by and between the City of Palm Bay, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter “City”) and Brevard County, Florida, a charter county and political subdivision of the State of Florida (hereinafter “County”).

PREAMBLE

WHEREAS, the County and the City recognize that proper intergovernmental coordination is essential for sound growth management; and

WHEREAS, the County and City seek to have compatible land uses adjacent to their common boundary; and

WHEREAS, section 163.01(4), Florida Statutes, Florida Interlocal Cooperation Act of 1969, allows the County and the City to jointly exercise any power, privilege or authority which they share in common, in this case land development regulation, and which each might exercise separately; and

WHEREAS, pursuant to Part II of Chapter 163, Florida Statutes, the Local Government Comprehensive Planning and Land Development Regulation Act (the “Act”), and Chapters 9J-5 and 9J-12, Florida Administrative Code, the City and the County adopted Comprehensive Plans on September 8, 1988 (County) and October 6, 1988 (City) and have subsequently amended them from time to time (hereinafter referred to as the “Comprehensive Plan[s]”); and

WHEREAS, section 163.3177(6)(h), Florida Statutes, requires an intergovernmental element showing relationships, stated principles and guidelines to be used in the coordination of the particular effects of adopted local plans upon the development of adjacent municipalities and the county, and

WHEREAS, section 163.3177(6)(h)1. a. requires that the intergovernmental element provide coordination of procedures to identify and implement joint planning areas, especially for the purpose of annexation and identification of infrastructure service areas; and

WHEREAS, the State Comprehensive Plan requires local governments to direct development to those areas which have in place the land and water resources, physical abilities and service capacity to accommodate growth in an environmentally acceptable manner and use incentives and disincentives to achieve a separation of urban and rural land uses; and

WHEREAS, the State Comprehensive Plan requires local governments to protect the substantial investment in public facilities which already exist and to plan for and finance new facilities in a timely, orderly and efficient manner; and

WHEREAS, the City and the County are desirous of engaging in joint efforts to comprehensively plan certain areas within the City limits of the City of Palm Bay and as well as certain areas located within the boundaries of the County of Brevard, which areas are collectively and individually referred to herein as the “Joint Planning Area” or the “JPA”; and

WHEREAS, the City and the County wish to agree on certain procedures for the timely review and processing of annexation and development proposals within the JPA; and

WHEREAS, annexation of properties can affect the responsibility for maintenance of public facilities such as roadways and drainage facilities; and

WHEREAS, there is no intent for this Agreement to restrict the County’s authority to amend its Comprehensive Plan, Official Zoning Map, or apply land development regulations consistent with the provisions contained herein, or otherwise to make land use decisions for unincorporated areas within the JPA; and

WHEREAS, there is no intent for this Agreement to restrict the City’s authority to amend its Comprehensive Plan, Official Zoning Map, or apply land development regulations consistent with the provisions contained herein, or otherwise to make land use decisions for lands within the corporate boundaries of the City; and

WHEREAS, a Joint Planning Interlocal Agreement will provide a basis for the evaluation of future development applications and annexation proposals as well as for the adequate provision of public services; and

WHEREAS, the City and County wish to identify a joint planning area and have determined that such an agreement will foster intergovernmental coordination and cooperation, economical provision of services, and adequate utilization of existing and proposed infrastructure; and

WHEREAS, this Agreement provides the City and the County with ample opportunities to renegotiate the Agreement in response to changed circumstances, including the ability to seek refinement or expansion of the Joint Planning Area Boundary; and

WHEREAS, a public hearing with due public notice has been held by the City and the County prior to approval of this Agreement and as set forth in Section 163.3171(3), Florida Statutes;

WHEREAS, it is the intent of the City and the County that this Agreement shall be immediately applicable to any issuance of a Development Order, as defined in Article II of this Agreement, for a parcel of land located in the JPA and submitted to the County or City after execution of this agreement; and

WHEREAS, the County and City desire to enter into this Joint Planning Interlocal Agreement to address post-annexation issues related to road right-of-way and drainage facility maintenance responsibility as well as development order requests within a joint planning area.

WHEREAS, it is desirable for the City and the County to enter into such an agreement to better identify areas proposed for future municipal service and jurisdiction and to ensure better coordination of government services and reduce or eliminate substantial future non-conformities; and

WHEREAS, the establishment of this agreement will provide for a more well defined boundary between the City and the County including the elimination of enclaves and reduction of confusion to residents and service providers;

WHEREAS, the agreement will facilitate the flow of information regarding land development issues between the City and the County;

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree with each other to create and participate in the following Joint Planning Area Agreement (hereinafter referred to as the “Agreement”) as follows:

ARTICLE I - INCORPORATION OF PREAMBLE

1. Incorporation of Preamble. The Preamble above is true and correct and is incorporated into this Agreement as if fully set forth below. This Agreement shall be considered an Interlocal Agreement pursuant to the authority within Section 163.01, 163.3177(6)(h)(1)(a) as well as Chapter 171, Florida Statutes.

ARTICLE II - DEFINITIONS

1. ‘Act’ means and refers to the “Local Government Comprehensive Planning and Land Development Regulation Act” set forth in Chapter 163.3162 et. seq., Florida Statutes, as the same may be amended or superseded from time to time.

2. ‘Agreement’ means and refers to this Joint Planning Interlocal Agreement, as the same may be amended or supplemented as provided for herein.

3. ‘City’ means the City of Palm Bay, a Florida municipal corporation.

4. ‘City Comprehensive Plan’ means the comprehensive plan adopted pursuant to the Act, by the City Ordinance No. 88-28, and as may have been otherwise amended or may, in the future, be amended from time to time.

5. ‘Collector Road’ is as defined in either the City or the County Land Development Regulations or Comprehensive Plans and may include arterial roads.

6. ‘City of Palm Bay Urban Service Area. (See Exhibit “B”)’ Means and refers to that area that is a portion of the JPRA where the City proposes to provide urban services including water, sewer, streets, and drainage maintenance, police and fire services, solid waste collection and other related municipal services.

7. ‘County Comprehensive Plan’ means and refers in the case of the County to the County’s Comprehensive Plan, adopted pursuant to County Ordinance 88-27, and as may have been otherwise amended or may, in the future, be amended from time to time.

8. ‘County Commission’ means the elected legislative governing board of Brevard County referred to as the “Board of County Commissioners of Brevard County”.

9. ‘Council’ means the elected legislative governing board of the City of Palm Bay and referred to as the “Palm Bay City Council”.

10. ‘County’ means Brevard County, Florida, a political subdivision of the State of Florida.

11. ‘County Maintained Roads’ - (See Exhibit ‘C’) Refers to those roadways defined as local, collector or arterial, or segments thereof, along with the associated drainage facilities, which may or may not have been transferred to the County for maintenance responsibility by the State of Florida as outlined in Chapter 335.04 Florida Statutes. The County agrees to continue to maintain these facilities until transferred to the City of Palm Bay in accordance with the terms of this Interlocal Agreement, or as said Agreement is modified pursuant to Article IV below.

12. Development. Shall be defined as set forth in Sections 163.3164(6) and 380.04, Florida Statutes (2013), as amended or superseded from time to time.

13. “Development Order” means any determination or decision requiring either legislative, quasi-judicial, or administrative review and approval by either government body related to annexations or pre-annexation agreements, comprehensive plan amendments, site plans (excluding those resulting in less than fifty percent (50%) expansion of a building), development of regional impact (“DRI”), planned unit developments (“PUD”), subdivision and plat approvals, rezonings, conditional uses, special permits, binding development plans (“BDP”), making possible development of or construction upon any Parcel of Land, within the scope of the respective Governing Body’s Comprehensive Plan.

14. Enclave. Means any unincorporated land which is enclosed within and bounded on all sides by: 1) the City of Palm Bay; 2) the City and a natural or manmade obstacle that allows the passage of vehicular traffic to that unincorporated area only through the City.

15. ‘Future Land Use Element’. means and refers to that section of either the City’s or County’s Comprehensive Plan, which includes all of the requirements of

Section 163.3177(6)(a), Florida Statutes, as the same may be amended or renumbered from time to time.

16. ‘Future Sewer Service Area’ (see Exhibit ‘B’) means and refers to the area(s) within the JPA identified for future County sewer service line extension or City sewer service line extension. The goal of this sewer service section of the Agreement shall be to efficiently provide sewer services and to avoid duplication of facilities. Those areas reserved for *City and County Joint Sewer Service* planning are also shown on Exhibit ‘B’ (see also Article III, 7 of this Agreement).

17. ‘Governing Body’ means in the case of the County, the Board of County Commissioners, and in the case of the City, the Palm Bay City Council.

18. ‘Improved’ means a parcel of land having any building, or structure and associated paved area.

19. ‘Infrastructure’ means facilities and services needed to sustain industrial, residential, commercial and all other land use activities, including water lines, sewer lines, stormwater, streets, roads, drainage and other related public facilities.

20. ‘JPA’ means the Joint Planning Area.

22. ‘JPA Map’ means and refers to the map attached and incorporated herein by reference as Exhibit “A”, which designates parcels of land encompassed by this Agreement.

23. ‘Joint Planning and Review Area’ “JPRA” means and refers to those areas inside and outside the limits of the City of Palm Bay as depicted in Exhibit ‘A’ and described within Article III of this Agreement.

24. ‘Land Development Regulation’ means ordinances enacted by the City or the County for the regulation of any aspect of development.

25. ‘Local Planning Agency’ means the recommending agency appointed by the Board or City Council to review Comprehensive Plan and new Land Development Regulations and amendments thereto, and designated as the “local planning agency: pursuant to Section 163.3174 Florida Statutes. The City LPA is currently the City Planning and Zoning Board. The County LPA is currently the County Planning and Zoning Board.

26. Local Street. Means those streets which function primarily to provide access and service to abutting properties. This includes access and service to residential, business, industrial and public uses.

27. 'Parcel of Land' means any quantity of land capable of being described with such precision or exactness that its location and boundaries may be established, which is designated by the City, by the County, or by its owner or developer as land to be used, or developed as, a unit or which has been used or developed as a unit.

28. 'Pre-Annexation Agreement' means any official recorded document between the City of Palm Bay and an entity petitioning the City of Palm Bay for, or agreeing to annexation in accordance with Chapter 171 F.S. The document contains language binding the City and the petitioner to develop any property subject to the Pre-Annexation Agreement in accordance with the land development regulations of the City as well as other conditions stipulated in the body of the agreement. Said document may, upon the request of the City of Palm Bay, be made into a binding development agreement as set forth in the Florida State Statutes.

29. 'Public Facility' means any proposed sewer, water, right-of-way or roadway improvements plans, parks, open space improvements, public building, public utilities, public drainage and retention conveyance structures owned and operated by a local government serving properties within the JPA area.

ARTICLE III - PROCEDURES FOR REVIEWING AND COMMENTING ON DEVELOPMENT ORDERS

1. Joint Planning and Review Area Created. This area shall be such land as identified in Exhibit "A". It is contemplated that from time to time portions of the unincorporated JPRA shall be annexed into the City of Palm Bay. As real property within the area depicted as unincorporated is annexed into the city, it shall be unnecessary to amend this Agreement or Exhibit "A". Notwithstanding what Exhibit "A" or any other map attached to this Agreement shall depict, upon annexation by the City, the annexed Parcel of Land shall be regarded as a portion of the JPRA within the City's jurisdiction. No amendment of this Agreement shall be necessary for the City to annex a Parcel of

Land. All annexations, including enclaves, will comply with F.S. Chapter 171. Either the city or the county may suggest changes to the comprehensive polices to be applied within the joint planning area or adjustments to densities or intensities in zoning or comprehensive plan designations. Those proposals may be based on limitations or changed conditions related to growth, new development, transportation, water, sewer, infrastructure or geography. Such proposals shall be reviewed by the city and county staff and presented to the governing body with the jurisdiction to adopt land use, zoning and comprehensive plan amendments in the joint planning area. The governing body with jurisdiction shall consider the suggested change or changes and afford representatives of the governing body lacking jurisdiction opportunity to make a presentation on the suggested changes during a public meeting. After the governing body with the jurisdiction concludes its consideration of the proposed changes then the governing body shall either 1] instruct their staff to process the changes as formal amendments as presented or with modifications or 2] reject the proposed changes.

2. Comprehensive Plan Consistency Requirement. Within in the JPA, all Development Orders granted by the City or the County shall be consistent with this Agreement if the land uses, densities, and intensities permitted by such Order are found to be compatible with and further the goals, described in the City's and County's respective Comprehensive Plans.

3. City/County Review of Development Order Applications within the JPRA. In addition to the evaluation and comments normally prepared by the agency initially accepting a Development Order or annexation application, any comments on Development Order application copies which are generated and returned by the agency of secondary jurisdiction shall be considered by the elected governing body of the agency of primary jurisdiction in its review of said Development Orders including examination of the relationship between the application, the City and County's Comprehensive Plans, and this Agreement.

4. Forwarding of Development Order Applications from County to City and City to County. The City and the County, within five (5) calendar days of receipt of any applications or preliminary plans associated with a Development Order (as defined herein) including annexations, public facility and utility improvement plans within the JPA, shall provide a copy of such application and plans to the Planning and Zoning Office of the other jurisdiction. The City or County may request a meeting to discuss such applications and plans related to the impact of such development on the neighboring jurisdiction subject to this Agreement.

The County/City staff shall provide to the City/County comments on annexations and Development Order courtesy copies generated within the JPA, within fifteen (15) calendar days of receipt of a courtesy copy of said plans or applications. No final decision on such Development Orders by the agency of primary jurisdiction shall be considered until receiving comments from the neighboring governmental jurisdiction, provided said comments are forwarded consistent with this Agreement.

If a written letter of objection is submitted to the party of primary jurisdiction within fifteen (15) calendar days after receipt of a particular Development Order plan or application courtesy copy, then the processing of said plan or application by the agency of primary jurisdiction shall be delayed for a period not to exceed fifteen (15) calendar days to permit time to resolve the concerns noted. The noted time frames may be extended by consent of both parties in order for the City staff and the County staff to meet and review the objecting party's comments. The noted time frames may also be extended by consent of both parties in order for the elected body of secondary jurisdiction to consider such Development Order or application courtesy copies during its next available public hearing.

Such comments may include, but may not be limited to: the existing or proposed Future Land Use or zoning designation(s) on the subject property; residential density; development standards related to signage, landscaping, land clearing, provisions for and connections to open spaces; parking; traffic volumes or traffic distribution patterns potentially generated by the proposal; drainage conveyance from the proposed development; whether the development can or will be served by public sewer or private septic systems; whether the development can or will be served by private well or public

water services; post-annexation maintenance of adjacent drainage and right-of-way. If the city and county staffs cannot resolve objections deemed to be major objections, the governing body of either city or county may request a joint meeting with the other governing body to attempt to resolve the objections. Both the County Commission and the City of Palm Bay Council agree to convene and attend such a meeting within ninety (90) days after the formal request for such a meeting has been made.

5. Development Orders within the City's portion of the JPRA. The governing body of the City shall consider the comments of the County in their evaluation of Development Orders (as defined in Article II of this Agreement) occurring within the City's portion of the Joint Planning and Review Area shown on Exhibit 'A'. Such comments may include, but may not be limited to, service inefficiencies created by enclaves. When receiving any Development Order plans/applications for properties affected by F.S. 171.062(2) the County and City shall conduct a joint review and subsequent permitting will be in accordance with F.S. 171.062, as applicable. No provisions of this Agreement shall supersede any development order review procedures or time frames already established by law or ordinance.

6. Development Orders within the County's portion of the JPRA. The governing body of the County shall consider the comments of the City in their evaluation of Development Orders occurring within the County's portion of the Joint Planning and Review Area shown on Exhibit 'A'. No provisions of this Agreement shall supersede any development order review procedures or time frames already established by law or ordinance.

7. Future Sewer Service Area. The City of Palm Bay shall not expand the City's sewer service beyond those areas identified as the City's future sewer service limits as shown on Exhibit 'B'. In those areas identified on Exhibit 'B' as City and County *joint sewer service planning areas*, the County and City shall coordinate the expansion of either the City or County sewer systems into those areas in order to effectively provide sewer services while avoiding duplication of services.

8. Terms of Annexation Related Transfer. All future municipal annexations shall occur consistent with the following terms:

Upon annexation of at least fifty one percent (51%) of the existing front footage of property abutting any subject road right-of-way between the two nearest collector street (or streets with a larger classification) intersecting right-of-ways (i.e. cross streets), except those roads specifically exempted from this Agreement as identified in Exhibit 'C', the City shall assume maintenance responsibility for the entire road right-of-way and associated drainage facilities, not terminating at any right-of-way centerline, but between and extending to and including the above mentioned collector cross street intersections, or as maybe mutually designated. The County shall provide the City with the survey and legal description of all said lands to be transferred and prepare the warranty deed for recording purposes.

9. Right-Of-Way Maintenance Responsibility Transfers from County to City. Future maintenance responsibility transfers from the County to the City related to road right-of-ways and their associated drainage facilities shall require an agreement between the City and the County. Until this Agreement is modified pursuant to Article IV below, the County agrees to continue to maintain, regardless of any adjacent annexations, the particular roadways or segments thereof, and associated drainage facilities within the JPA as depicted or listed within Exhibit 'C'.

ARTICLE IV - GENERAL PROVISIONS

1. Disclaimer of Third Party Beneficiaries. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal named party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon or give any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereto; and all of the provisions, representations, covenants and conditions herein

contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective and express representatives, successors and assigns.

2. Re-negotiation. The County or City may call for re-negotiation of this Agreement by written notice to the other party at any time. Upon such written notice, for a period of 90 days thereafter, the City and the County shall attempt to renegotiate this Agreement in good faith. During that 90 day period, where either party, in its sole discretion and in good faith, determines that such renegotiations have reached an impasse, it may invoke the conflict resolution procedures set forth in Chapter 164, Florida Statutes, as provided for by the East Central Florida Regional Planning Council. If no Agreement is negotiated during the 90 day period or during the conflict resolution process, the terms of this Agreement shall continue to govern and remain in full force and effect. Should the City or the County seek judicial review of law or in equity of this Agreement, or to enforce this Agreement, the City and the County recognize that venue will be properly located in Brevard County, Florida, for any action regarding this Agreement. The failure of any party to this Agreement to enforce any provision contained herein shall in no event be deemed a waiver of its rights to thereafter enforce this Agreement. Utilization of one remedy to enforce this Agreement shall not be deemed the only method by which to enforce the provisions of this agreement.

3. Severability. In the event that any section, subsection, sentence, clause, or word of this Agreement shall be held by a court of competent jurisdiction to be partially or wholly invalid or unenforceable for any reason whatsoever, any such invalidity, illegality, or unenforceability shall not affect any of the other remaining Articles, sections, subsection, sentences, clauses or words of this Agreement, and this Agreement shall be read and/or applied as if the invalid, illegal, or unenforceable section, sub-section, sentence, clause, or word did not exist.

4. Effective Date. Prior to this Agreement becoming effective, it shall be approved and executed by both parties hereto, and pursuant to Section 163.01 (11), Florida Statutes, this Agreement shall become effective immediately after filing of this

Agreement with the Clerk of the Circuit Court of Brevard County, Florida. This Agreement shall be recorded in the Public Records of Brevard County, Florida, and the cost thereof, if any, shall be shared equally by both governing bodies.

5. Termination and Amendment.

a. Termination.

1. This Interlocal Agreement shall terminate automatically after five (5) years from the date of final adoption unless it is renewed, for an additional 5 year period, in writing, more than 30 calendar days prior to the expiration date mentioned herein.

2. Either party may terminate the Agreement by delivering written notice to the other party of its intent to terminate this Agreement at least sixty (60) days prior to the intended date of termination, provided that if the governing body of either the city or county elect to request a joint meeting with the other governing body on the issue as to whether the agreement should be terminated or amended in lieu of termination, such sixty (60) day period shall not begin to run until a joint meeting between the governing bodies is convened and concluded. Thereupon, a written notice of termination shall be executed by both parties to this Agreement, filed with the Clerk of Circuit Court, and recorded in the Public Records of Brevard County, Florida.

b. Amendment. This Agreement may be amended at any time provided that at least a numerical majority of the total membership of both City and County governing bodies authorize said amendment.

c. Amendment or Termination of Agreement to be in Writing.

Except as provided for herein, no amendment or termination of this Agreement shall be binding on either party unless a written instrument terminating or amending this Agreement is executed by the County Commission Chairman and the Mayor of the City after being duly authorized to do so by their respective governing bodies, and such termination or amendment shall not be effective until after it has been filed with the Clerk of the Circuit Court of Brevard County, Florida. Except as set forth herein, all instruments amending or terminating this Agreement shall be recorded in the Public

Records of Brevard County, Florida, and the cost of recordation, if any, shall be shared by both parties.

6. Notice; Proper Form. Any notice required or allowed to be delivered hereunder to either the City or the County by the other shall be in writing and shall be deemed to be delivered when: (a) hand delivered to the official designate hereunder with receipt acknowledged in writing, or (b) upon receipt of such notice when deposited in the United States Mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the party at the address set forth opposite the party's name below, or at such other address as the party shall have specified by written notice to the other party delivered in accordance herewith. Copies need not, but are encouraged to be sent pursuant to the above referenced provisions. Mere delivery of copies shall not be determined to be a compliance with the requirements hereof:

COUNTY:	If by mail or hand delivery: County Manager or Designee Brevard County Government Center 2725 Judge Fran Jamieson Way Viera, FL 32940	CITY:	If by mail or hand delivery; City Manager or Designee City of Palm Bay 120 Malabar Road SE Palm Bay, Florida 32907
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7. Rules of Construction. As used in this Agreement, the plural includes the singular, and the singular includes the plural. Use of one gender includes all genders. Subtitles or catchlines for Articles, Sections, and Subsections herein are used for each in reading this Agreement, and the subtitles or catchlines do not form a substantive part of this Agreement. This Agreement shall be liberally interpreted to achieve its goals and purposes.

IN WITNESS WHEREOF, the Chairman of the Board of County Commissioners of Brevard County, Florida and the Mayor of the City of Palm Bay, each being authorized by their respective Commission or Council, as the case may be, have set their hands and seals on the date set forth below.

DONE, ORDERED AND ADOPTED, in regular session this ____ day of _____ 2014.

Attest:

FLORIDA **OF BREVARD COUNTY,**

Scott Ellis, Clerk

Robin Fisher, Chairman
As approved by the Board on

_____, 2015
(SEAL)

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by _____, who is personally known to me, as Chairman of the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida.

NOTARY PUBLIC

State of Florida at Large

My Commission Expires:

CITY OF Palm Bay, FLORIDA, a Florida Municipal Corporation

ATTEST:

Terese Jones, City Clerk

William Capote, Mayor
Date Executed:

(SEAL)

**STATE OF FLORIDA
COUNTY OF BREVARD**

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by, William Capote, who is personally known to me as Mayor of the City of Palm Bay, for the CITY OF Palm Bay, FLORIDA, a political subdivision of the State of Florida.

NOTARY PUBLIC

State of Florida at Large

My Commission Expires:

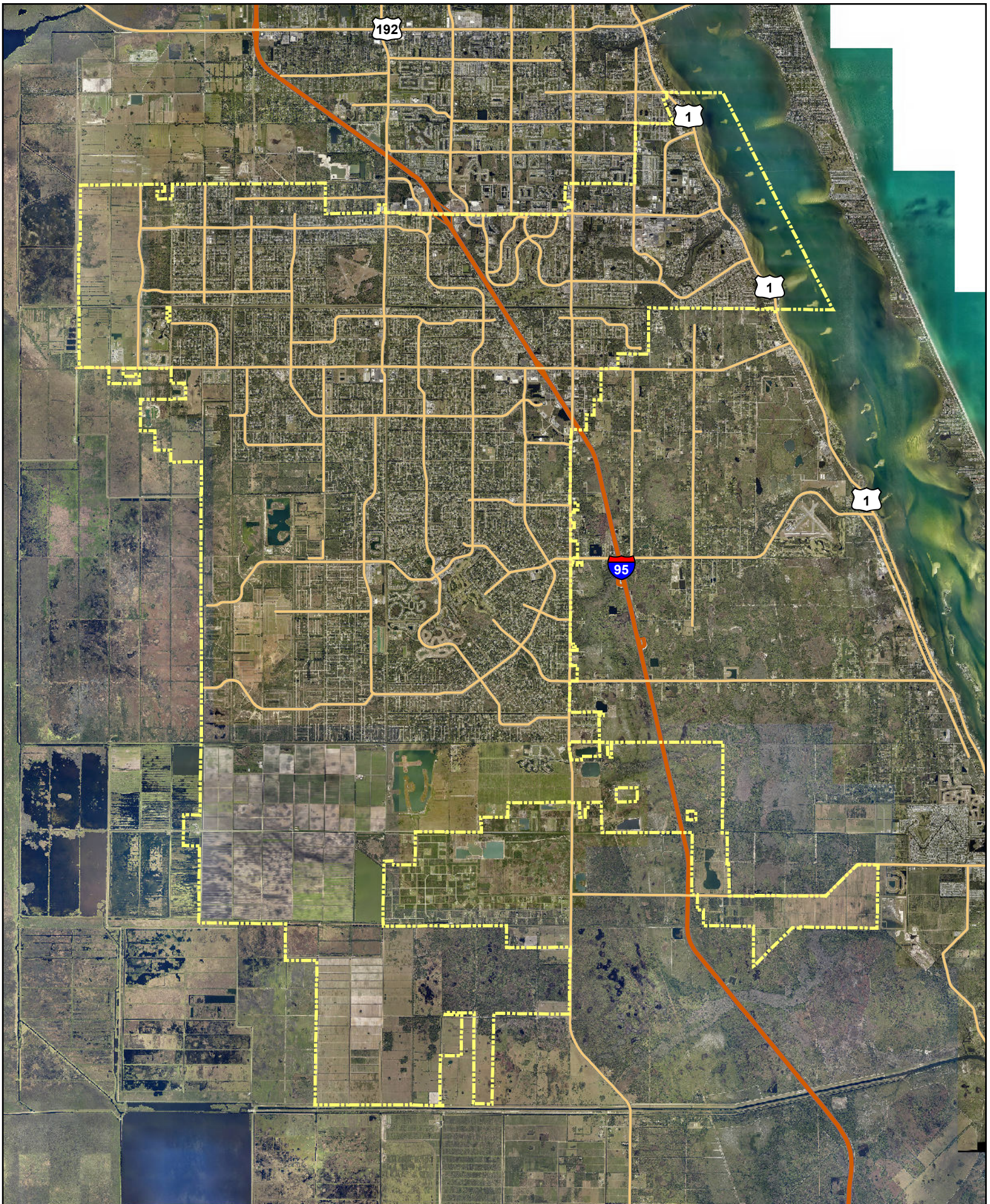


Exhibit A: Joint Planning and Review Area

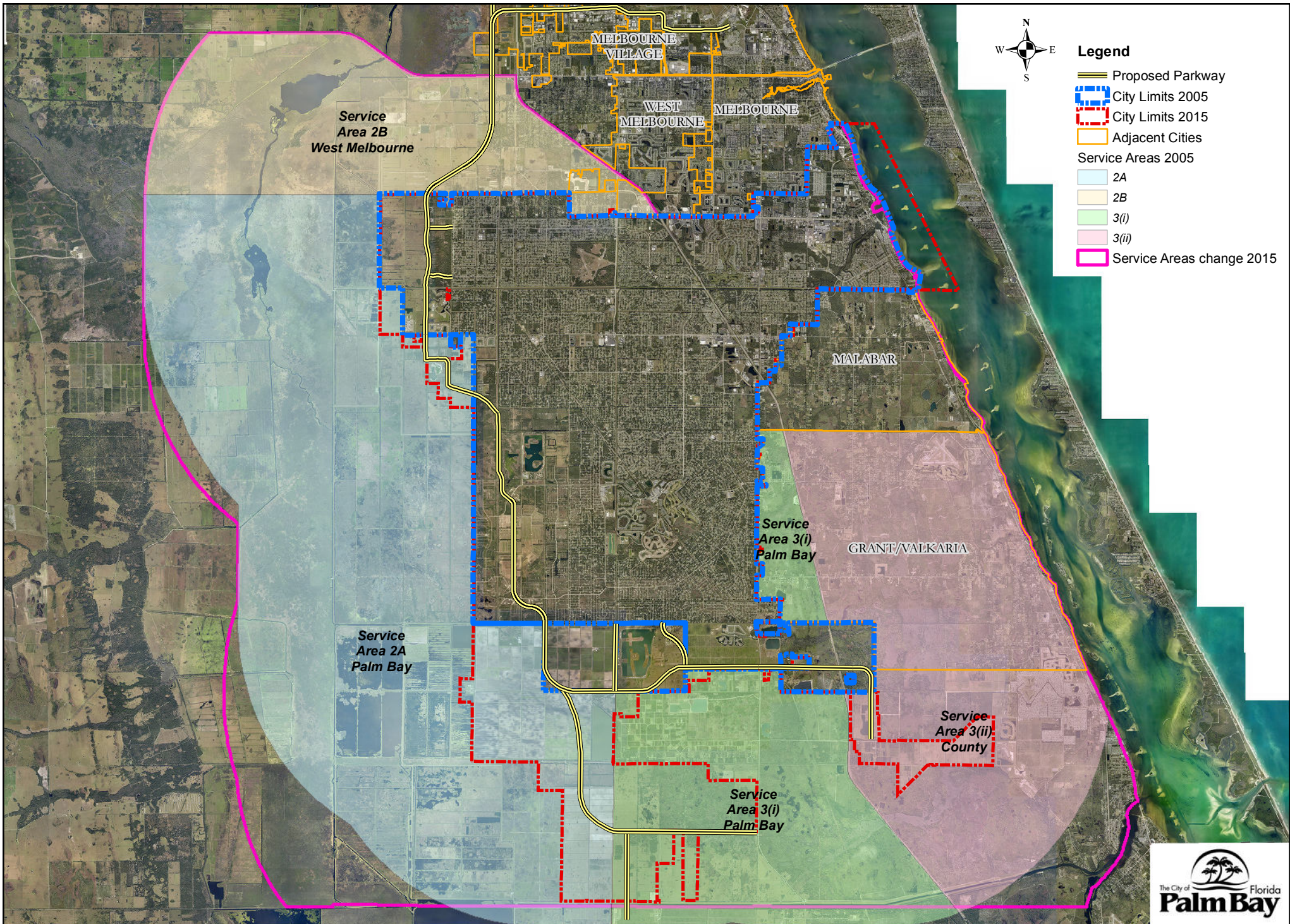


Exhibit B: Water And Sewer Service Areas

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EXHIBIT 'C'

Joint Planning Inter-local Agreement

City of Palm Bay, FL and Brevard County, FL

County-Maintained Roads and Road Segments

Will be accepted by segments within 6 months after four-laning is complete.

Babcock Boulevard – from Malabar Road south to FDOT maintained northern approach of FDOT I-95 flyover

Babcock Boulevard – from FDOT maintained southern approach of FDOT I-95 flyover south to Delta Street.

Babcock Boulevard – from Delta Street south to 1,320 lineal feet south of St. Johns Heritage Parkway

Malabar Road – from Minton Road west to 1,320 lineal feet west of St. Johns Heritage Parkway.



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Gregg Lynk, City Manager

DATE: June 16, 2016

RE: Unlicensed Contractors

The City regularly receives complaints of unlicensed contractors performing work within the City. While the State has enforcement officers to investigate such complaints, they are based in the Tampa area and often take several days to respond, making enforcement less effective. The Building and Construction Advisory Committee voted unanimously at their March 2015 meeting to have City Council consider entering into an agreement allowing Brevard County to enforce licensing and enforcement within the City. The County and their staff has provided a draft agreement (attached) for Council's consideration, which was approved by the City Council on April 2, 2015. Since that time, the County has asked for a contribution to help defray expenses. The proposed contribution of \$10,000.00 is less than the City staff costs should the City run its own program.

Currently, the Cities of Melbourne, Rockledge, Grant-Valkaria, Satellite Beach, Indian Harbour Beach, Indialantic and Melbourne Beach have agreements with Brevard County. The most significant difference involves enforcement however. The State regional enforcement office for Central Florida is in Tampa, making it difficult for their limited staff to effectively enforce violations by unlicensed contractors. It often takes several days for the State to respond on complaints. Brevard County already has enforcement staff in our area serving cities of Melbourne, Grant-Valkaria, and the unincorporated sections of Brevard County near Palm Bay.

Unlicensed contractors pose a danger to our citizens in several ways. Unlicensed contractors cannot legally pull building permits, meaning work performed is not inspected and may not meet the Florida Building Code. Doing business with an unlicensed contractor exposes consumers to a variety of risks involving liability. Often unlicensed contractors are not properly insured, creating liability against the property owner. Work without permits is not covered by typical Homeowners insurance policies. Additionally, unlicensed contractors provide unfair competition to those contractors operating legally.

REQUESTING DEPARTMENT:
Growth Management Department

FISCAL IMPACT:
\$10,000.00 will come from the Building Enterprise Fund. Additional costs in excess of the \$10,000.00 contributions by Brevard County and funded through their licensing and enforcement fees.

RECOMMENDATION:

Motion to approve the agreement and authorize the Mayor to execute the implementing documents as appropriate.

Attachments: 1) Agreement

SB/cb

INTERLOCAL AGREEMENT

The purpose of this Interlocal Agreement is to provide for a centralized uniform system for the local registration, licensing and discipline of registered contractors, and a listing of state certified contractors operating in the unincorporated areas of the County of Brevard and the City of Palm Bay.

THIS AGREEMENT, made and entered into this _____ day of _____, 2016 by and between the City of Palm Bay, a Florida municipal corporation organized and existing under the laws of the State of Florida (hereinafter "CITY"), and the County of Brevard, a political subdivision of the State of Florida (hereinafter "COUNTY").

WITNESSETH:

WHEREAS, The parties in this agreement are authorized pursuant to the Florida Interlocal Cooperation Act of 1969 (163.01, Florida Statutes) to make the most efficient use of their respective powers, resources, authority and capabilities by enabling them to cooperate on the basis of mutual advantage and thereby provide the facilities and efforts provided for herein in the manner that will best utilize existing resources, powers and authority available to each of them; and

WHEREAS, it is the purpose of the Cooperation Act to provide a means by which the COUNTY and the CITY may exercise their respective powers, privileges and authority which they may have separately, but which pursuant to this Interlocal Agreement and the Cooperation Act they may exercise collectively; and

WHEREAS, the COUNTY and the CITY desire to establish a uniform system for local registration, licensing and discipline of registered contractors pursuant to Parts I and II, Chapter 489, Florida Statutes and Chapter 22, Article VI of the Brevard County Code; and

WHEREAS, entering into this Interlocal Agreement is in the best interests of the citizens of Brevard County and the City of Palm Bay as it will benefit the health, safety and welfare of said citizens.

NOW THEREFORE, in consideration of the premises, mutual covenants, provisions and representations contained herein, the parties hereto agree as follows:

ARTICLE I. STATEMENT OF PURPOSE

The purpose of this Interlocal Agreement is to establish a centralized and uniform system for the local regulation of registered contractors pursuant to Parts I and II, Chapter 489, Florida Statutes within Brevard County, Florida.

ARTICLE II. DURATION AND MODIFICATIONS

This Interlocal Agreement shall become effective upon being filed with the Clerk of the Circuit Court of Brevard County, Florida. This Interlocal Agreement shall remain in effect for three (3) years and shall be automatically renewed for successive three (3) year periods unless one party notifies the other party in writing, at least sixty (60) days before each three (3) year anniversary of their wish not to proceed with automatic renewal of this Interlocal Agreement.

Either party may terminate this agreement for any reason upon one hundred eighty (180) days written notice.

This Interlocal Agreement may be amended by mutual written agreement of the parties. Any amendments to this Interlocal Agreement shall be effective upon being filed with the Clerk of the Circuit Court of Brevard County, Florida.

ARTICLE III. DUTIES

- A. Chapter 22, Article VI of the Brevard County Code shall have full force and effect in the City of Palm Bay, which established a Contractor Licensing Board in accordance with Parts I and II, Chapter 489, Florida Statutes for the regulation of locally registered contractors. The COUNTY's Contractor Licensing Board shall act for both parties as the disciplinary authority for contractors pursuant to Parts I and II, Chapter 489, Florida Statutes and Chapter 22, Article VI of the Brevard County Code.
- B. COUNTY shall, in accordance with state law and Chapter 22, Article VI of the Brevard County Code, review the qualifications of locally certified and state registered contractors desiring to provide services within the CITY.
- C. CITY shall recognize the list of qualified locally certified and state registered contractors maintained by the COUNTY. The CITY shall not create or in anyway charge or impose a registration fee on said contractors.
- D. COUNTY shall process and investigate complaints regarding locally certified and state registered contractors regulated by the COUNTY program in accordance with Parts I and II, Chapter 489, Florida Statutes and COUNTY ordinances.
- E. COUNTY will provide CITY with regular reports containing information regarding registered contractors.
- F. The COUNTY, as agreed by both parties, will provide a centralized uniform system for the registration, licensing and discipline of registered contractors. The COUNTY may prosecute, before the Contractor Licensing Board, or any court, violations of Chapter 22, Article VI of the Brevard County Code or Chapter 489, Florida Statutes, relating to contractor discipline. It is agreed that any fines collected, as part of disciplinary action against a registered contractor performing work in the CITY will be kept by the COUNTY.

- G. The COUNTY has established an Unlicensed Contractor Special Master pursuant to Chapter 489, Florida Statutes and Chapter 22, Article VI of the Brevard County Code. The COUNTY shall process and investigate all complaints regarding unlicensed contractors performing work within the jurisdiction of the CITY. The COUNTY may prosecute, before the Unlicensed Contractor Special Master, any violation of unlicensed contracting as provided in Chapter 489, Florida Statutes or Chapter 22, Article VI of the Brevard County Code, occurring within the jurisdiction of the CITY. It is agreed that any fines collected as part of any enforcement action taken against any person acting as an unlicensed contractor in violation of any relevant section of Chapter 22, Article VI, Brevard County Code will be kept by the County.
- H. The CITY shall make an annual contribution of \$10,000.00 to the COUNTY in order to offset the expenses borne by the COUNTY in performing its duties pursuant to this Agreement. Failure of the CITY to make its annual contribution by _____ will grant the COUNTY the power to terminate this Agreement at will.

ARTICLE IV. DISPUTE RESOLUTION

Venue for any dispute arising under this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be non-jury. In the event of any legal action to enforce the terms of this Agreement each party shall bear its own attorney's fees and costs.

ARTICLE V. LIABILITIES

Each party shall be solely responsible for its performance under this Interlocal Agreement, and no liability shall inure to the other party from such performance or lack of performance. This provision shall not be construed as any waiver of Sovereign Immunity by either party. No private cause of action shall arise based on Article III duties.

ARTICLE VI. RECORDING

The County Manager of Brevard County is hereby authorized and directed after approval of this Interlocal Agreement by the respective governing bodies of COUNTY and CITY and the execution thereof by the duly qualified and authorized officers of each of the parties hereto, to file and record in the Official Records Book of the Brevard County Public Records, this Interlocal Agreement with the Clerk of the Circuit Court of Brevard County, Florida. A recorded copy shall be promptly transmitted to the City Clerk of the City of Palm Bay.

ARTICLE VII. MEMBERS LIABILITY

No covenant, stipulation, obligation, or agreement contained herein shall be deemed to be a covenant, stipulation, obligation, or agreement binding any individual present or future member of the governing body or any individual agent or employee of the COUNTY or CITY in

his, her, or their individual capacity, and neither the individual members of either governing body nor any individual agents or employees of either governing body shall be personally liable or subject to any accountability due to the execution of this Interlocal Agreement by the COUNTY or CITY or any act taken pursuant to its terms.

ARTICLE VIII. SEVERABILITY

If any portion or provision of this Interlocal Agreement shall for any reason whatsoever be held invalid, then such provision shall be null and void and shall be deemed separate from the remaining provisions of this Interlocal Agreement which shall remain in effect.

IN WITNESS WHEREOF, the parties have executed this Agreement the date and year written herein.

CITY OF PALM BAY

BY: _____
William Capote, Mayor

DATE: _____

ATTEST

Terese Jones, City Clerk

BOARD OF COMMISSIONERS OF BREVARD COUNTY, FLORIDA

BY: _____
Jim Barfield, Chairman
As approved by the Board on _____

DATE: _____

ATTEST

Scott Ellis, Clerk

Reviewed for legal form and content:


BY: _____
Assistant County Attorney

DATE: _____



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Gregg Lynk, City Manager 

DATE: June 16, 2016

RE: Agreement to Re-Designate HOPWA Funding

Attached is a proposed agreement to re-designate the Housing Opportunities for Persons with HIV/AIDS (HOPWA) funding for federal fiscal year 2016 from Palm Bay to the State of Florida's Department of Health. The City re-designated the funding each of the past six years to the Department of Health. The State administers the funds to assist low income persons medically diagnosed with HIV/AIDS and their families. The program designates funds to the major city within Metropolitan Statistical Areas (MSAs) for the benefit of the entire MSA. Palm Bay is the grantee for the Palm Bay-Melbourne-Titusville MSA (encompassing all of Brevard County).

Discussion with the local providers in Brevard County indicates that all of the funds are distributed by the State Department of Health to these agencies. These providers felt the distribution was very fair and certainly needed. There does not appear to be any benefit to changing the process from past practice.

The City, the Department of Health and the Department of Housing and Urban Development (HUD) must approve the re-designation and the processes can remain the same.

REQUESTING DEPARTMENT:

Growth Management Department

FISCAL IMPACT:

None

RECOMMENDATION:

Motion to approve proposed agreement.

Attachments: 1) Agreement

SB/dd

City of Palm Bay

HOPWA GRANTEE RE-DESIGNATION AGREEMENT

The City of Palm Bay is not able to accept the designation as the HOPWA grantee for the Palm Bay-Melbourne-Titusville, Florida Metropolitan Statistical Area (MSA), i.e. Brevard County. Therefore, the City of Palm Bay designates the State of Florida, Department of Health, as the grantee and recipient of HOPWA funds for services on behalf of clients in the Palm Bay-Melbourne-Titusville MSA.

The City of Palm Bay hereby relinquishes complete responsibility for grants management activities and administrative oversight for said Palm Bay-Melbourne-Titusville MSA to the State of Florida, Department of Health, effective immediately.

The State of Florida, Department of Health, accepts the designation to receive funds on behalf of Brevard County clients effective for the federal fiscal year 2016 and thereafter.

The Department of Housing and Urban Development (HUD) acknowledges this re-designation and shall incorporate the allocation for the Palm Bay-Melbourne-Titusville MSA in the State of Florida's Department of Health allocation as one grant beginning with the federal fiscal year 2016 and thereafter.

CITY OF PALM BAY, FLORIDA

BY: _____
William Capote, Mayor

DATE: _____

STATE OF FLORIDA DEPARTMENT OF HEALTH

BY: _____
Celeste Philip, MD, MPH
Deputy Secretary for Health

DATE: _____

UNITED STATES OF AMERICA DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT


BY: _____
Gary A. Causey
CPD Director

DATE: _____



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Gregg Lynk, City Manager 

DATE: June 16, 2016

RE: Renaming of the Palm Bay Community Center for Anthony J. Rosa

On April 5, 2016 the Recreation Advisory Board at its regular meeting unanimously voted in favor of renaming the Palm Bay Community Center for Anthony J. Rosa. Mr. Rosa was the City of Palm Bay's first Parks and Recreation Director. He started the Department in 1968 and directed it until 1978. He was the Director of Parks and Recreation during the planning and construction stages of the Palm Bay Community Center and retired shortly after it's opening in the Summer of 1978. Mr. Rosa was a mentor and coach to the youth of Palm Bay and was responsible for starting of all youth sports. He was one of the founders of the Brevard County Youth Football League that still runs a strong program throughout the County. The vision by Mr. Rosa to build the Community Center and acquiring the funding for construction was a pivotal point for the growth of not only the Department but the City as a whole. The Palm Bay Community Center was the premier Recreational Facility in the County and transformed the Department from a small operation to a full blown Recreation Department.

In addition to his work in the Palm Bay Community, Mr. Rosa was a Veteran of 23 years of service to his Country. He served in The Navy, Army and Air Force during those years. Most notably Mr. Rosa received the Silver Star in World War II while serving in the U.S. Navy. His ship was torpedoed and he single handedly saved the lives of 7 of his crew members. He also was a mentor to some of the current staff with the Department and instilled in them the passion to make Parks and Recreation our chosen profession. This is an honor long overdue.

The Department is recommending that a dedication date of September 17, 2016 be set. This is close to his birthday and would allow family members from out of State to make arrangements to be here.

REQUESTING DEPARTMENT:

Parks and Recreation Department

FISCAL IMPACT:

None

RECOMMENDATION:

Motion to approve the renaming of the Palm Bay Community Center for Anthony J. Rosa.

Attachment: 1) Recreation Advisory Board minutes from April 5, 2016

FP/ab

City of Palm Bay, Florida

RECREATION ADVISORY BOARD Regular Meeting 2016-04

Held on Tuesday, the 5th day of April, 2016, in the Community Meeting Room, Palm Bay City Hall Annex, 120 Malabar Road, Palm Bay, Florida.

The meeting was properly noticed pursuant to law; the minutes are on file in the Parks Administration Office at 1150 DeGroodt Road, Palm Bay, Florida.

The meeting was called to order by Mr. Miller at 19:00.

ROLL CALL:

CHAIR:	David Miller	Present
VICE CHAIR:	Salvatore Ferranti	Present
MEMBER:	Christina Siegel	Present
MEMBER:	Donny Felix	Present
MEMBER:	Maria DeChristofano	Present
MEMBER:	Alfred Algarie	Present
MEMBER:	Randy Foster	Present

ALSO PRESENT: David Isnardi, Deputy City Manager, and Fred Poppe, Director of Parks and Recreation.

ABSENTEE REPORT:

Ms. Siegel reported that all members were present.

ADOPTION OF MINUTES:

1. Regular Meeting No. 2016-03; March 1, 2016.

Motion by Mr. Algarie, seconded by Mr. Felix accept the minutes. Motion carried unanimously.

PUBLIC COMMENTS:

There were no public comments.

REPORTS:

1. Mr Isnardi spoke to the Board about Mr. Poppe and the future of the City of Palm Bay and the importance of the Recreation Advisory Board.
2. Mr. Poppe provided information about streamlining the monthly reports to include action items making it more effective. He also shared information about improvements to the Palm Bay Community Center and future plans for Palm Bay.

OLD BUSINESS:

1. Proposed renaming of the Palm Bay Community Center.

Motion by Mr. Foster, seconded by Dr. DeChristofano to rename the Palm Bay Community Center to Anthony J. Rosa Community Center. Motion carried unanimously.

NEW BUSINESS:

1. Fee Schedule.

Motion by Mr. Ferranti, seconded By Ms. Siegel to approve the Fee Schedule. Motion carried unanimously.

2. Stage Policy.

Motion by Mr. Foster, seconded By Dr. DeChristofano to recommend that the Director of Parks & Recreation be given the authority to have full say over who rents the stage and pricing. Motion carried unanimously.

3. Palm Bay Regional Campground Development

Mr. Poppe gave the Board an update on the plans for the campground.

ADJOURNMENT:

Motion by Mr. Foster, seconded by Mr. Ferranti to move May's meeting to the Palm Bay Community Center. Motion carried unanimously.

Motion by Ms. Siegel, seconded by Dr. DeChristofano, to adjourn. Motion carried unanimously. The meeting adjourned at 20:14.

The next regular meeting of the Board (2016-04) would be held on April 5, 2016, at the Palm Bay Community Center, 1502 Port Malabar Blvd., NE.

David Miller, Chairman


ATTEST:

Christina Siegel, Secretary



LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Gregg Lynk, City Manager 

DATE: June 16, 2016

RE: Approval on the Donation of Surplus Property (IntegenX DNA Cartridges) to Indian River County Sheriff's Office

The Police Department will no longer be utilizing the IntegenX RapidHit 200 DNA processing equipment as it is no longer cost effective. The Department will continue with the DNA program, however, the procedure is now being conducted differently with the DNA samples being sent directly to Bode Cellmark Forensics for processing. The Department has two DNA cartridge kits in stock which have expiration dates of August and September 2016.

The Police Department is requesting City Council to approve donating these valuable cartridge kits to the Indian River County Sheriff's Office (IRSO) as they also have ownership of an IntegenX RapidHit machine and are able to utilize the kits before they expire. IRSO has indicated that if Palm Bay is in dire need to have DNA tested immediately, they would be readily available to complete the needed processing at no cost to the City.

REQUESTING DEPARTMENTS:

Police Department, Purchasing Department, & Finance Department

FISCAL IMPACT:

The estimated value of the DNA cartridge kits is \$3,150. The standard process for disposal of surplus property is through sales, however, this will not be possible due to the expiration dates.

RECOMMENDATION:

Motion to approve the donation of two DNA Cartridge kits to Indian River County Sheriff's Office.

Attachments 1) Surplus Form

GL/sv/cb

Date Added to Master List: _____

STOP! DO NOT use this form for VEHICLES or any CAPITAL EQUIPMENT with a CURRENT VALUE of \$5,000 or MORE. Use Adobe pdf fillable form for those items!!

SIGNED BY (Name): Chief Renkens

SIGNATURE: _____


Scrap/Recycle

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LEGISLATIVE MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Gregg Lynk, City Manager 

DATE: June 16, 2016

RE: April 2016 Monthly Financial Report

Attached for your information is the monthly financial report which will provide you with an overview of the City's financial activities in April 2016. April is the 7th month of the fiscal year and represents 58% of the annual budget.

APRIL 2016 CASH & INVESTMENTS HIGHLIGHTS

General Fund

Total General Fund cash and investments are down \$2,130,137.00 or -14.7% from the same period last year. General Fund Cash & Investments at 4/30/16 totaled \$12,340,762.00.

From its primary General Fund revenue source, the City has received through April 30th, \$22.6 million or 93.0% of the budgeted Ad Valorem Taxes for FY16. Ad Valorem Taxes budgeted for FY16 is \$24.4 million. An additional \$46,158.00 in delinquent ad valorem tax revenue was received through April 30th.

Road Maintenance Fund

In FY16 a total of \$1,670,896.00 is budgeted for transfer from the General Fund into the Road Maintenance CIP Fund. As of April 30th, \$1,237,457.00 has been transferred from ad valorem taxes received by the City and \$48,810.00 from City property sales.

Citywide

The City's total cash and investments portfolio, increased by \$4,697,797.59 or 7.4%, from April 2015 to April 2016.

REQUESTING DEPARTMENTS:

Finance Department

FISCAL IMPACT:

None

RECOMMENDATION:

Motion to acknowledge receipt of the April 2016 Financial Report

Attachments: 1) April 31, 2016 Monthly Financial Report

YM/cb

CITY OF PALM BAY, FLORIDA
MONTHLY FINANCIAL REPORT (UNAUDITED)
APRIL 2016



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 April 2016. April is the seventh month of the fiscal year and represents 58% of the annual budget.

Financial Report Summary

- Citywide revenues of \$105.0 million are at 56% of the annual budget. Citywide expenditures of \$101.3 million are at 54% 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 \$4.7 million, or 7.4%, in comparison to the prior year.
- In October 2015, the City refunded the 2006 Sales Tax Bonds. The 2015 Sales Tax Bond proceeds and its use in the defeasance of the 2006 Bonds are included in FY16 citywide revenues and expenditures in the chart below.

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Cash & Fund Equity	Page 15

Citywide - Cash & Investments		Citywide - Revenues		Citywide - Expenditures	
4/30/2016	\$ 67,921,806.56	4/30/2016	\$ 105,034,761.69	4/30/2016	\$ 101,331,273.77
4/30/2015	63,224,008.97	4/30/2015	79,170,412.91	4/30/2015	73,690,188.89
Increase	7.4% \$ 4,697,797.59	Increase	32.7% \$ 25,864,348.78	Increase	37.5% \$ 27,641,084.88

- General Fund revenues of \$39.0 million are at 63% of the annual budget. This is an increase of \$2.26 million, or 6.1%, in comparison to the prior year.
- General Fund expenditures of \$35.3 million are at 57% of the annual budget. This is an increase of \$2.62 million, or 8.0%, in comparison to the prior year.
- General Fund cash and investments decreased by \$2.13 million, or 14.7%, in comparison to the prior year.

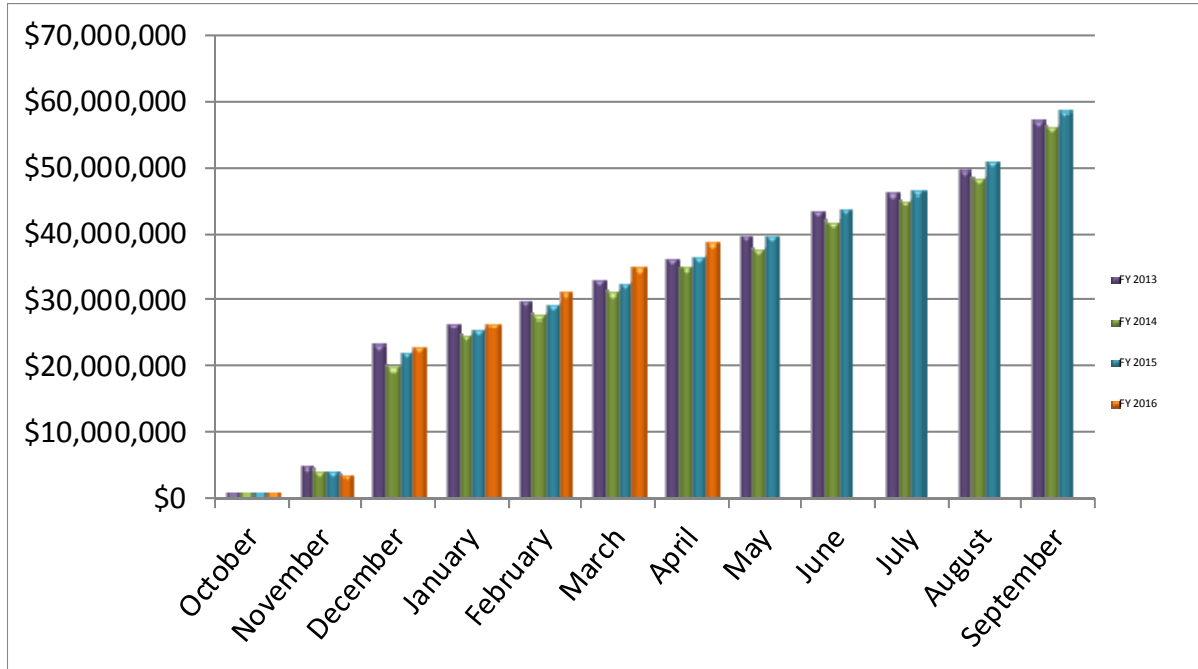
General Fund - Cash & Investments		General Fund - Revenues		General Fund - Expenditures	
4/30/2016	\$ 12,340,761.89	4/30/2016	\$ 38,982,764.32	4/30/2016	\$ 35,294,637.49
4/30/2015	14,470,899.40	4/30/2015	36,726,080.45	4/30/2015	32,673,531.81
Decrease	-14.7% \$ (2,130,137.51)	Increase	6.1% \$ 2,256,683.87	Increase	8.0% \$ 2,621,105.68

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 2013 to 2016.

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

General Fund Revenues – At a Glance April 2016

General Fund Revenues-YTD



FY2016 YTD Change in GF Revenues as Compared to Prior Year

	Prior YTD	Current YTD	Percent Change	Annual Budget
Ad Valorem Taxes	\$ 21,771,440	\$ 22,634,155	4.0%	\$ 24,471,077
Local Option Fuel Tax (1)	1,340,286	1,545,148	15.3%	3,560,238
Utility Service Taxes	3,319,604	3,447,817	3.9%	8,222,000
Communication Service Tax	1,244,451	1,206,798	-3.0%	2,953,575
Franchise Fees	2,025,246	2,015,190	-0.5%	5,390,000
State Shared Revenues (2)	1,401,674	1,586,785	13.2%	3,963,798
Half Cent Sales Tax	2,297,516	2,421,987	5.4%	5,801,620
Licenses and Permits	536,941	552,144	2.8%	580,520
Grants and Other Entitlements (3)	42,128	164,138	289.6%	246,975
Charges for Services	1,431,720	1,557,890	8.8%	2,828,153
Fines and Forfeitures	237,696	246,998	3.9%	536,200
Interest, Rents & Other Revenues (4)	189,367	371,977	96.4%	502,093
Interfund Transfers & Capital Leases (5)	888,013	1,231,738	38.7%	2,090,701
Fund Balance	-	-	0.0%	1,185,465
	\$ 36,726,080	\$ 38,982,764	6.1%	\$ 62,332,415

(1) Increase primarily due to higher year-to-date collection of Local Option Gas Tax.

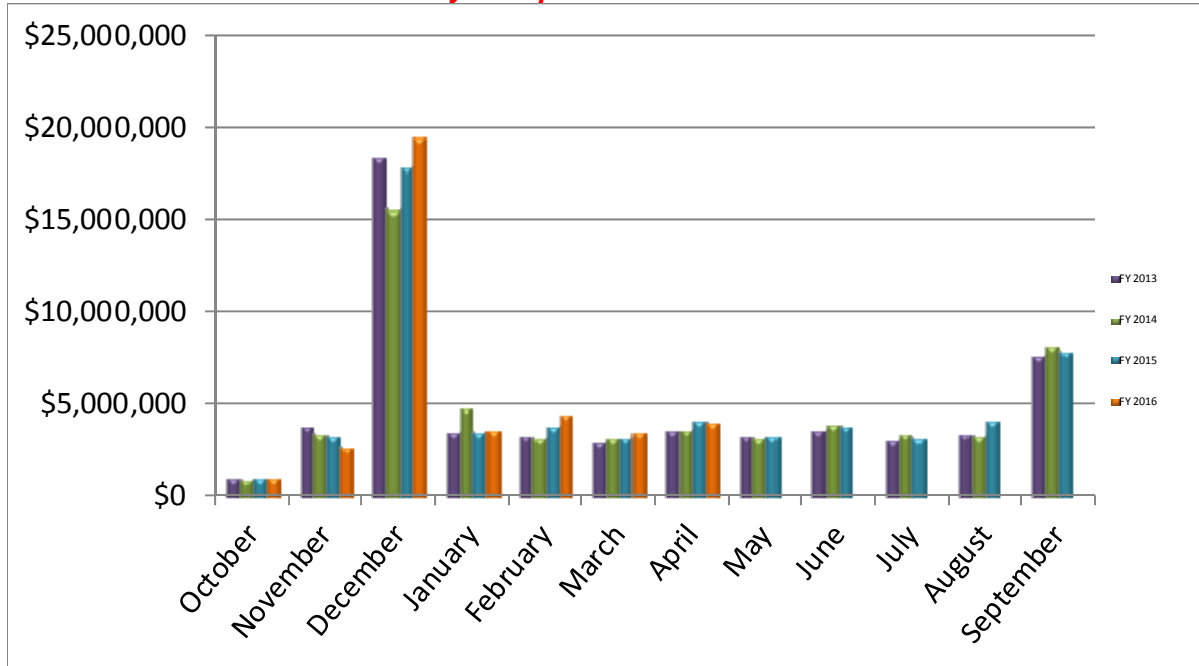
(2) Increase primarily due to higher year-to-date collection of State Shared Revenues.

(3) Increase primarily due to higher year-to-date collection from Brevard County School Board and Department of Justice Grant.

(4) Increase primarily due to property sales and higher year-to-date collection of property lease revenue in FY16.

(5) Increase primarily due to increased budgeted transfer from Employee Benefits Fund in FY16.

General Fund Revenues-Monthly Comparison



Monthly GF Revenues as Compared to Prior Years

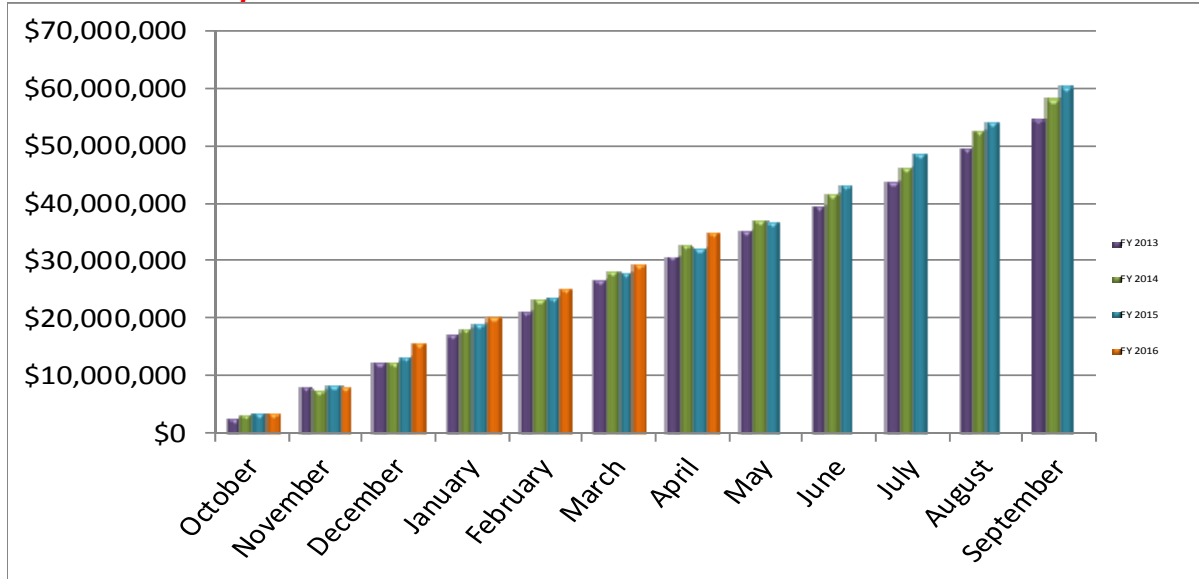
	FY 2013	FY 2014	FY 2015	FY 2016
October	\$ 1,048,437	\$ 911,630	\$ 953,761	\$ 1,012,271
November	3,846,416	3,425,400	3,246,502	2,619,131
December	18,439,244	15,683,359	17,977,402	19,689,226
January	3,531,439	4,802,728	3,458,799	3,639,261
February	3,279,875	3,200,574	3,782,243	4,490,812
March	2,917,572	3,208,482	3,203,645	3,522,695
April	3,616,551	3,651,785	4,103,728	4,009,369
May	3,276,506	3,198,408	3,278,699	
June	3,611,729	3,880,153	3,830,369	
July	3,046,753	3,363,584	3,170,380	
August	3,393,534	3,262,185	4,168,296	
September	7,579,482	8,115,309	7,881,277	
	\$ 57,587,537	\$ 56,703,597	\$ 59,055,101	\$ 38,982,764

Overall General Fund revenues for the month of April 2016 have decreased \$94,359 (2.30%) when compared to April 2015.

The major sources of revenues for the General Fund are taxes, franchise fees, intergovernmental revenues, licenses, permits, fines, forfeitures and charges for services. With a recovering economy and most of the City's revenues derived from ad valorem taxes, the revenue budget is essential for existing and critical City services. The City is conservative in budgeting revenues to account for the current economic condition.

General Fund Expenditures – At a Glance April 2016

General Fund Expenditures-YTD



	Prior YTD	Current YTD	Percent Change	Annual Budget
Legislative (1)	\$ 340,304	\$ 392,550	15.4%	\$ 665,846
City Manager (2)	524,450	375,804	-28.3%	608,311
City Attorney (3)	527,017	693,754	31.6%	914,698
Finance	891,329	938,570	5.3%	1,703,586
Information Technology (4)	1,124,867	1,401,742	24.6%	2,392,170
Human Resources	262,704	284,221	8.2%	574,970
Growth Management	322,856	297,199	-7.9%	543,398
Economic Development (5)	-	356,080	0.0%	607,451
Parks and Recreation (6)	2,306,664	1,478,053	-35.9%	2,682,764
Facilities (7)	-	1,108,590	0.0%	2,162,754
Police	10,743,992	10,143,177	-5.6%	19,253,043
Fire	7,452,776	7,497,428	0.6%	13,036,654
Public Works	2,532,468	2,563,178	1.2%	4,926,330
Non-Departmental	2,237,566	2,151,568	-3.8%	4,138,053
Transfers (8)	3,406,538	5,612,722	64.8%	8,122,387
	\$ 32,673,532	\$ 35,294,637	8.0%	\$ 62,332,415

(1) Increase primarily due to increased year-to-date costs for equipment and for health insurance premiums.

(2) Decrease primarily due to reclass/transfer of Public Information Officer and Economic Development Administrator positions and related operating costs to new department, and elimination of Assistant to the City Manager position.

(3) Increase primarily due to increased year-to-date costs for Other Attorneys and Other Professional Services.

(4) Increase primarily due to increased year-to-date costs for network equipment, air cards, and health insurance.

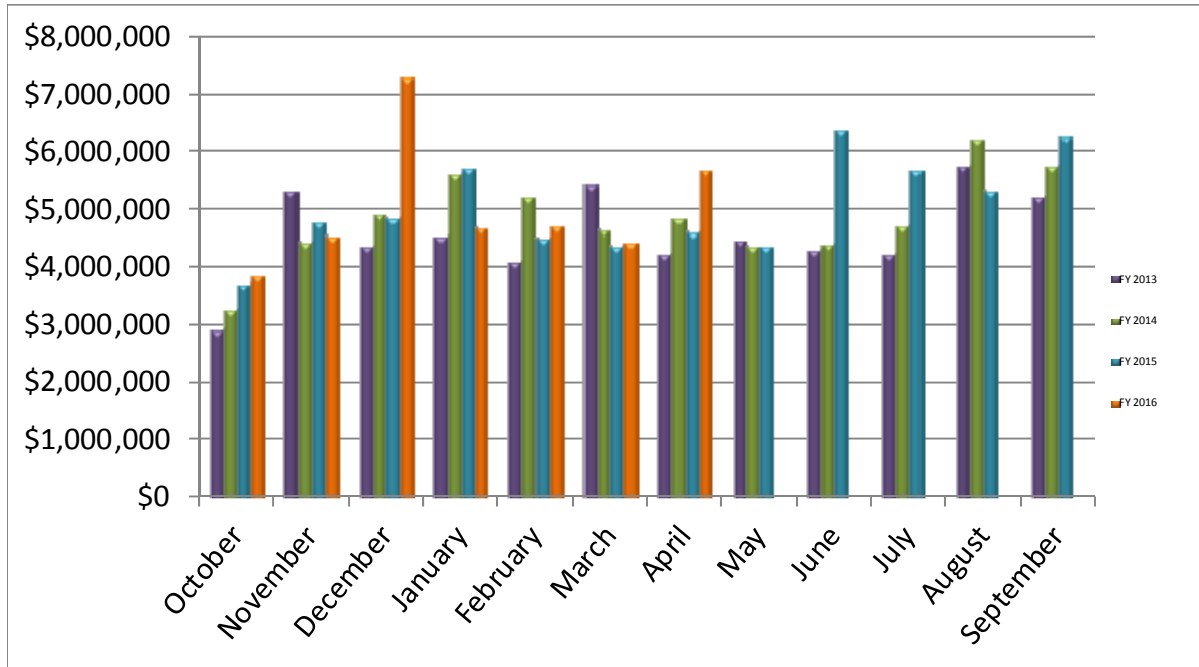
(5) Increase due to Economic Development Department's first year of existence in FY16. Previously was in City Manager's Office.

(6) Decrease primarily due to Facilities Division transferred to Facilities Department in FY16.

(7) Increase due to Facilities Department's first year of existence in FY16. Previously was in Recreation Department.

(8) Increase primarily due to increased budgeted transfers to Road Maintenance Fund, Debt Service Fund, Fleet Fund and Parks Recreation Facilities Fund.

General Fund Expenditures-Monthly Comparison



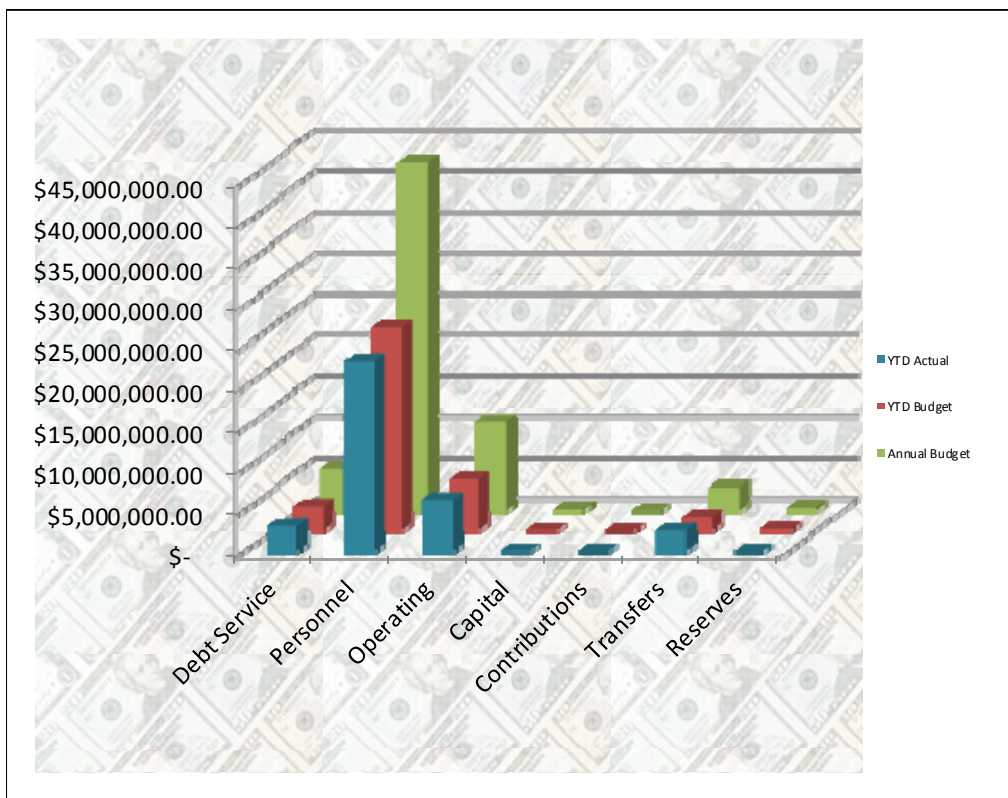
Monthly GF Expenditures as Compared to Prior Years

	FY 2013	FY 2014	FY 2015	FY 2016
October	\$ 2,928,572	\$ 3,279,274	\$ 3,726,416	\$ 3,859,572
November	5,357,915	4,445,312	4,799,117	4,542,401
December	4,385,251	4,931,871	4,886,462	7,323,753
January	4,576,388	5,653,811	5,729,780	4,685,466
February	4,095,023	5,259,394	4,526,492	4,746,328
March	5,452,911	4,666,428	4,375,170	4,443,296
April	4,230,477	4,859,644	4,630,094	5,693,822
May	4,504,552	4,386,401	4,397,032	
June	4,321,706	4,412,580	6,385,679	
July	4,248,739	4,721,680	5,689,908	
August	5,769,101	6,272,362	5,346,802	
September	5,245,884	5,780,329	6,310,427	
	\$ 55,116,519	\$ 58,669,085	\$ 60,803,379	\$ 35,294,637

April General Fund expenditures were \$1,063,727 (22.97%) more when comparing April 2016 to April 2015. Year-to-date expenditures are \$2,621,106 more.

General Fund Expenditures-Budgetary Comparison by Category

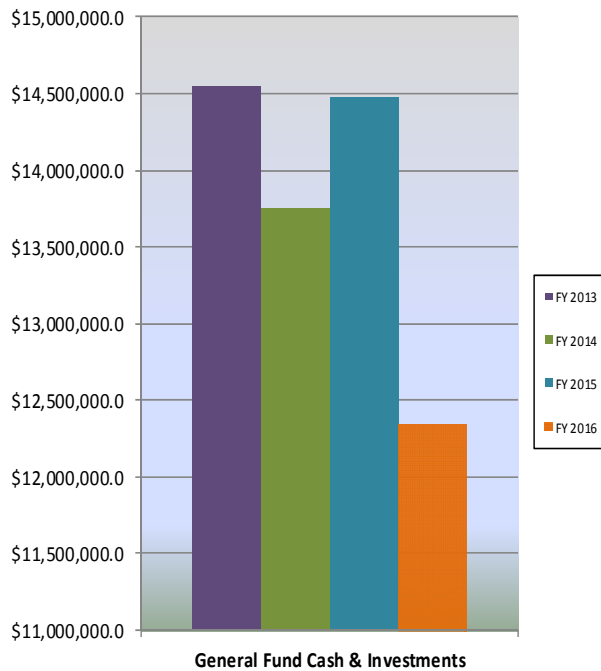
	<u>YTD Actual</u>	<u>YTD Budget</u>	<u>Annual Budget</u>	<u>% Spent</u>
Debt Service	\$ 3,069,771.43	\$ 3,030,304	\$ 5,194,807	59.09%
Personnel	23,218,664.86	24,847,916	42,596,428	54.51%
Operating	6,316,125.69	6,344,403	10,876,119	58.07%
Capital	132,022.51	149,966	257,084	51.35%
Contributions	15,102.70	21,685	37,175	40.63%
Transfers	2,542,950.30	1,707,755	2,927,580	86.86%
Reserves	-	258,546	443,222	0.00%
Total	\$ 35,294,637.49	\$ 36,360,575	\$ 62,332,415	56.62%



The *total budgeted expenditures* for 2016 are \$62,332,415 (includes encumbrances from prior year and 2016 budget amendments). Of this amount, \$42,596,428, or 68.3%, is related to personnel costs.

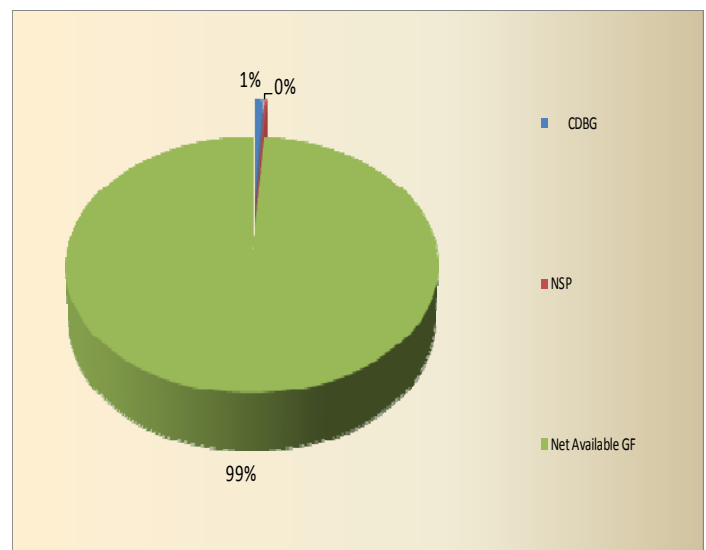
General Fund Cash & Investments – At a Glance April 2016

General Fund Cash & Investments-YTD



General Fund Unrestricted Cash & Investments	
Prior Month Ending Balance	\$ 14,150,586.58
Cash Increase (Decrease)	<u>(1,809,824.69)</u>
Ending Balance 4/30/16	<u><u>\$ 12,340,761.89</u></u>

General Fund Available Cash & Investments	
April 2016 Ending Balance	\$ 12,340,761.89
Cash Advanced to Other Funds:	
CDBG	(111,860.82)
NSP	<u>\$ (28,318.40)</u>
Total Available Cash & Investments	<u><u>\$ 12,200,582.67</u></u>



General Fund Balance – At a Glance April 2016

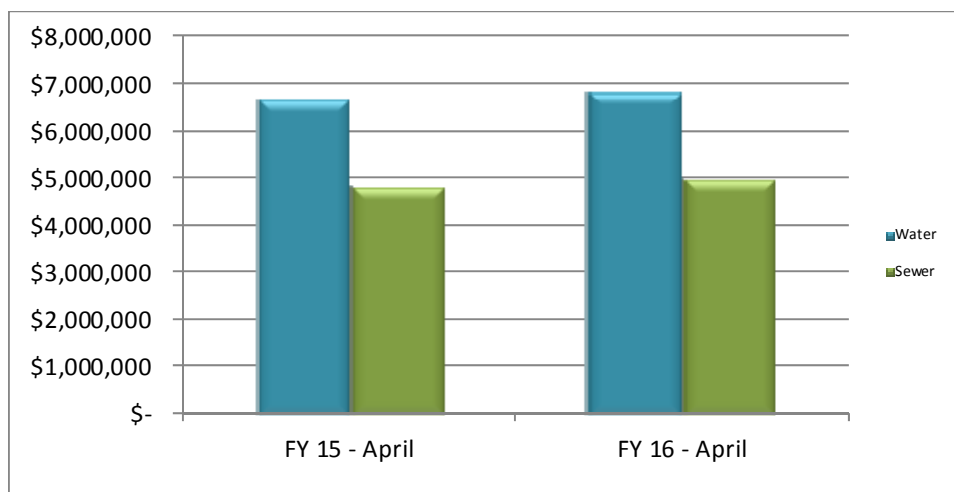
	PRIOR YTD	CURRENT YTD
REVENUES		
Ad Valorem Taxes	\$ 21,771,440	\$ 22,634,155
Local Option Fuel Tax	1,340,286	1,545,148
Utility Service Taxes	3,319,604	3,447,817
Communication Service Tax	1,244,451	1,206,798
Franchise Fees	2,025,246	2,015,190
State Shared Revenues	1,401,674	1,586,785
Half Cent Sales Tax	2,297,516	2,421,987
Licenses and Permits	536,941	552,144
Grants and Other Entitlements	42,128	164,138
Charges for Services	1,431,720	1,557,890
Fines and Forfeitures	237,696	246,998
Interest, Rents and Other Revenues	189,367	371,977
Interfund Transfers and Other Sources	888,013	1,231,738
Total Revenues	36,726,080	38,982,764
EXPENDITURES		
Legislative	340,304	392,550
City Manager	524,450	375,804
City Attorney	527,017	693,754
Finance	891,329	938,570
Information Technology	1,124,867	1,401,742
Human Resources	262,704	284,221
Economic Development	322,856	297,199
Growth Management	-	356,080
Parks and Recreation	2,306,664	1,478,053
Facilities	-	1,108,590
Police	10,743,992	10,143,177
Fire	7,452,776	7,497,428
Public Works	2,532,468	2,563,178
Non-Departmental	2,237,566	2,151,568
Transfers	3,406,538	5,612,722
Total Expenditures	32,673,532	35,294,637
Excess (Deficiency) of Revenues Over Expenditures	4,052,549	3,688,127
Fund Balance - Beginning	10,040,314	8,282,350
Prior Period Adjustment	-	-
Fund Balance - Beginning as Restated	10,040,314	8,282,350
Fund Balance - Ending	\$ 14,092,863	11,970,477

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

General Fund Balance - History			
	Minimum Required	Actual Fund Balance	Fund Balance Percentage
FY 2015	\$ 5,311,438	\$ 8,282,350	15.59%
FY 2014	5,321,416	10,040,314	18.87%
FY 2013	5,059,293	12,005,802	23.73%
FY 2012	4,941,647	9,534,785	19.29%
FY 2011	5,046,518	6,077,849	12.04%
FY 2010	5,223,284	5,790,912	11.09%

Utilities Revenues – At a Glance April 2016

Water & Sewer Revenues-YTD



Overall year-to-date Water revenue in April 2016 has increased \$160,153 (2.38%) when compared to April 2015.

Overall year-to-date Sewer revenue in April 2016 has increased \$189,776 (3.90%) when compared to April 2015.

Fire Protection for FY16 was billed at 100% of the budgeted amount. The majority of the Fire Protection Service Charges were billed in October 2015 (annual billing).

Meter Installation Fees are recorded at 61% of the budgeted amount. The Utility Lien Costs are recorded at 45% of the budgeted amount.

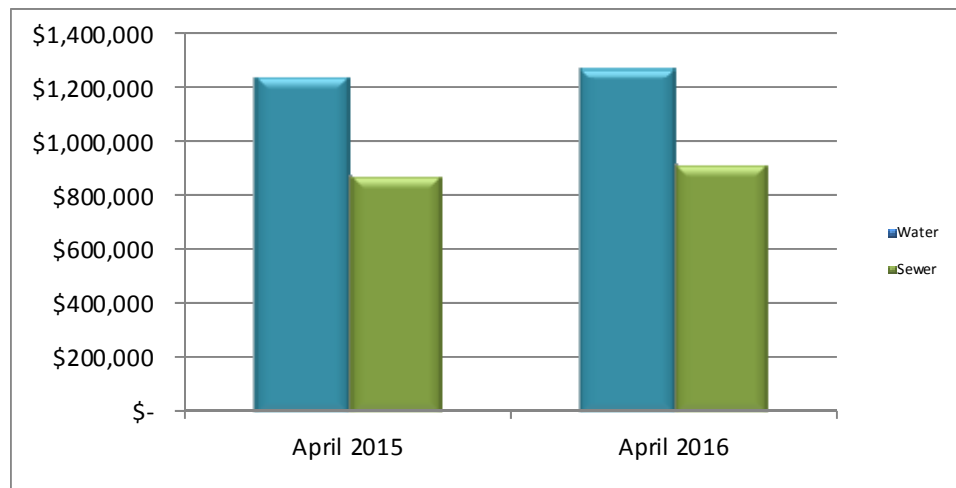
Operating Interest Income is recorded at 30% at this time. The interest for Palm Bay Estates Loan (\$22,491.75) will be recorded in June 2016. The second interest payment on the Fleet Services Loan will be recorded in September 2016 (\$17,053.38).

Excluding Fund Balance, the total FY16 Operating Revenue is recorded at 51.87% of the budgeted amount compared to FY15 which was at 52.08%.

Water Connection Fees are recorded at 71% of the budgeted amount, and Sewer Connection Fees are recorded at 70% of the budgeted amount.

Water MLEs are recorded at 67% of the budgeted amount, and Sewer MLEs are recorded at 67% of the budgeted amount.

Water & Sewer Revenues-Monthly Comparison



Overall Water revenue for the month of April 2016 has increased by \$34,659 (2.77%) when compared to April 2015.

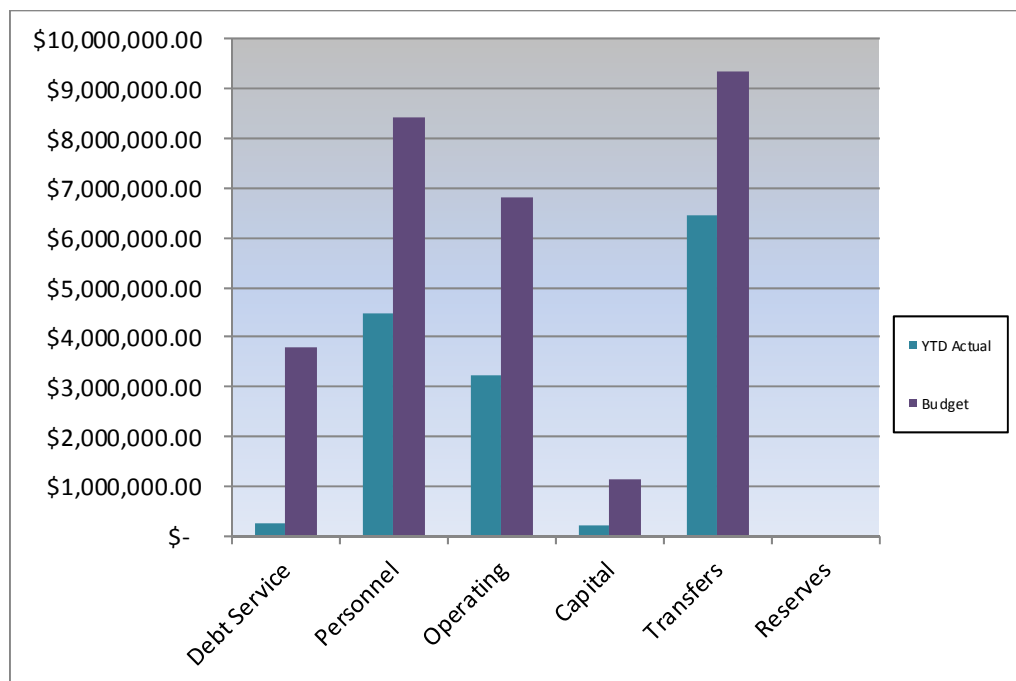
Overall Sewer revenue for the month of April 2016 has increased by \$40,442 (4.58%) when compared to April 2015.

Utilities Expenses – At a Glance April 2016

Water & Sewer Expenditures-YTD

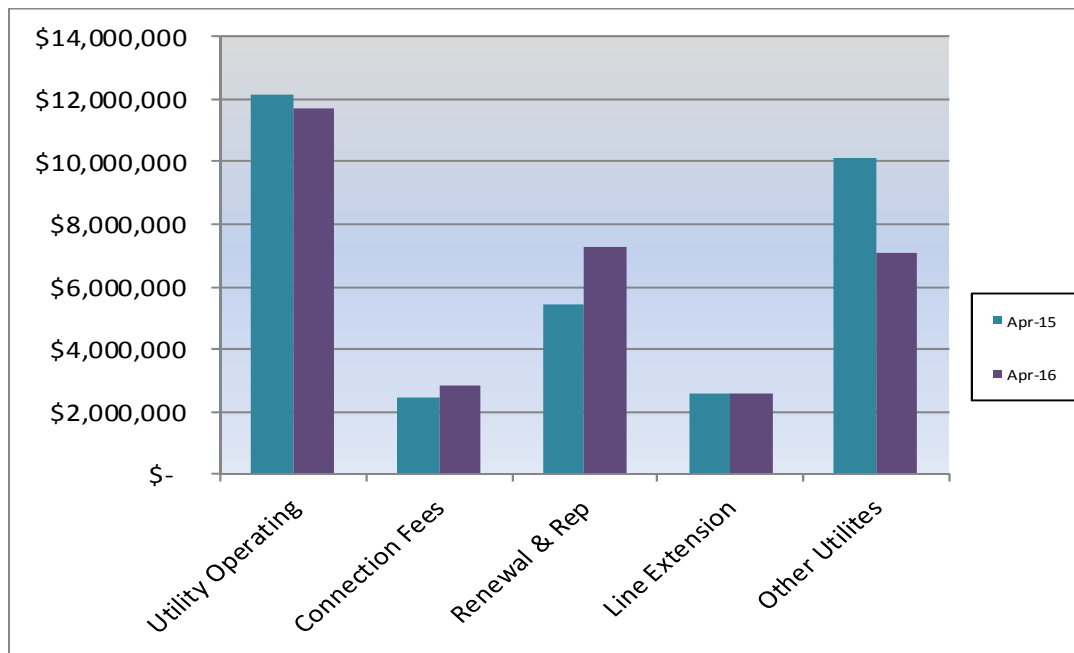
Overall expenditures (excluding encumbrances) are as follows:

	<i>Actual</i>	<i>Budget</i>	<i>% Spent</i>
Debt Service	\$ 253,484.17	\$ 3,801,039	6.67%
Personnel	4,462,328.10	8,412,255	53.05%
Operating	3,226,506.49	6,826,167	47.27%
Capital	201,249.47	1,138,844	17.67%
Transfers	6,454,890.44	9,362,982	68.94%
Reserves	-	-	-
Total	\$ 14,598,458.67	\$ 29,541,287	49.42%



Utilities Cash & Investments – At a Glance April 2016

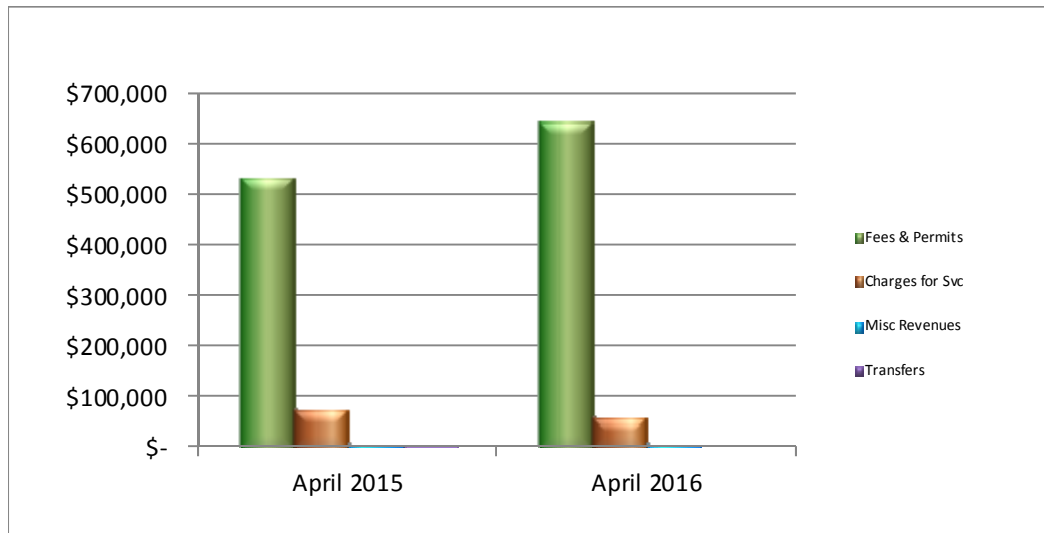
Water & Sewer Cash & Investments-YTD



Overall the Water & Sewer Funds cash and investments were \$1.23 million (3.8%) less as of April 2016 as compared to April 2015.

Building Revenues – At a Glance April 2016

Building Revenues-YTD



Fees and Permits revenue in April 2016 is up \$110,124 (20.36%) from April 2015.

Charges for Services revenue in April 2016 is down \$14,436 (18.88%) from April 2015.

Overall, Building revenues in FY 16 (at April) have increased by \$87,910 (13.85%) when compared to FY 15 (at April).

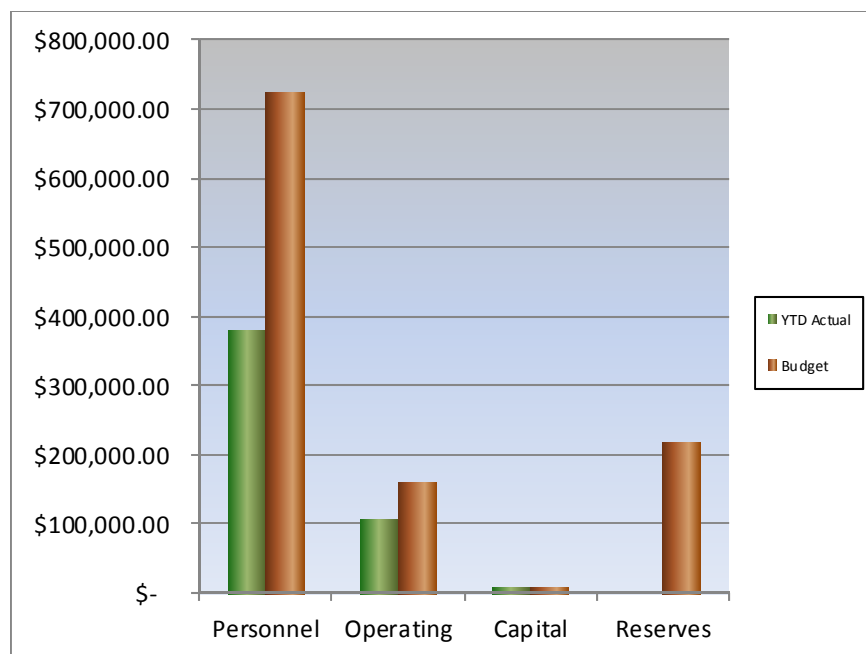
The total FY 16 Building revenues are recorded at 65.0% of the budgeted amount compared to FY 15 which was 59.8%.

Building Expenses – At a Glance April 2016

Building Expenditures-YTD

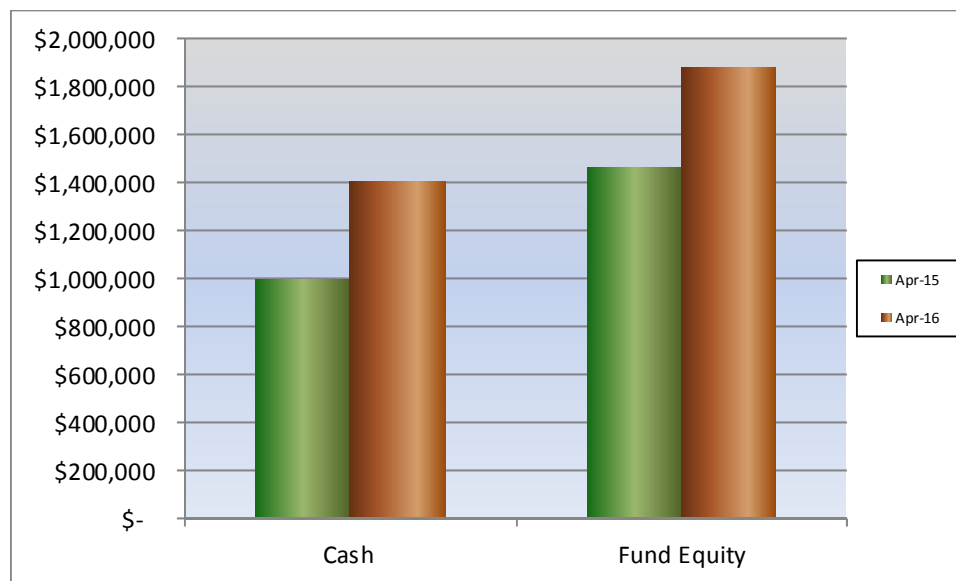
Overall expenditures (excluding encumbrances) are as follows:

	<i>Actual</i>	<i>Budget</i>	<i>% Spent</i>
Personnel	\$ 378,949.71	\$ 723,561	52.37%
Operating	105,813.24	161,941	65.34%
Capital	8,659.66	7,500	115.46%
Reserves	-	219,535	0.00%
Total	\$ 493,422.61	\$ 1,112,537	44.35%



Building Cash & Fund Equity – At a Glance April 2016

Building Cash & Fund Equity-YTD



Overall the Building cash and cash equivalents were \$412,705 (41.5%) more as of April 2016 as compared to April 2015.

Overall the Building fund equity was \$410,777 (28.0%) more as of April 2016 as compared to April 2015.



MEMO TO: Honorable Mayor and Members of City Council
FROM: Terese M. Jones, City Clerk
DATE: June 16, 2016
SUBJECT: Florida League of Cities Annual Conference - August 17-20, 2016
Hollywood, Florida

a) Consideration of Councilmembers Attending the Conference:

The Florida League of Cities 90th Annual Conference will be held at the Diplomat Resort in Hollywood, Florida, from August 17-20, 2016.

Councilmembers interested in attending need to announce same at tonight's meeting. If you are attending, you will be given a registration form to complete. Please return it to Rosemarie by Friday, June 17th, so all travel arrangements can be made and hotel accommodations secured.

The cost for this conference is approximately \$1,230.

b) Appointment of Voting Delegate:

A voting delegate needs to be appointed by the City Council for the above conference. The delegate may be either an elected or appointed official.

Election of League leadership and adoption of resolutions are undertaken during the business meeting. One official from each city will make decisions that determine the direction of the League.

Please announce which councilmembers will be attending the conference as well as appointing a delegate.

Council has a balance of approximately \$4,400 in its travel account.

c) Recheduling the Second Regular Council Meeting in August

As you may note, the conference is on the same date as the second regular Council meeting. Council may wish to reschedule the meeting. If rescheduled, the following date is suggested:

TUESDAY

August 16, 2016

Should you have any questions, please advise.

/ras



FLORIDA CITIES: **UNITED &** **STRONG**

Florida League of Cities 90th Annual Conference

.....

August 18-20, 2016
Diplomat Resort, Hollywood, Fla.

.....

Registration Information

**Paid registration
is required to receive
housing information,
so sign up early!
See page 11
for details.**

Hotel Registration Deadline: July 22, 2016

Conference Registration Deadline: August 1, 2016

#FLCities2016



2016 FLC Annual Conference Registration Form

August 18-20, 2016 | Diplomat Resort | Hollywood

Florida League of Cities | P.O. Box 1757 | Tallahassee, FL 32302 | (850) 222-9684 | Fax (850) 222-3806 | mhowe@flcities.com

DELEGATE INFORMATION

Name: _____ | _____ | _____
First M.I. Last

First Name or Nickname: _____
As You Wish to Appear on Badge

Title: _____ Affiliation: _____
City, County, Government or Company

Mailing Address: _____
Note: If you will be paying with a credit card below, please use the billing address for that card.

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____

Email Address (for confirmations): _____
Please provide the address of the person who should receive the confirmation.

First-Time Attendee? ☐ Yes ☐ No Contact Person: _____

GUEST INFORMATION (Please complete only if registering a guest for the conference.)

Guest's Name: _____ First Name: _____
As You Wish to Appear on Badge

Child's Name: _____ Age: _____ First Name: _____
As You Wish to Appear on Badge

Child's Name: _____ Age: _____ First Name: _____
As You Wish to Appear on Badge

REGISTRATION FEES	NO.	FEE	TOTAL FEE
City/County/Government	___ @	\$525.00*	\$ _____
Corporate	___ @	\$625.00*	\$ _____
Guest	___ @	\$125.00	\$ _____
Guest (13-18 years)	___ @	\$20.00	\$ _____
Guest (3-12 years)	___ @	\$15.00	\$ _____
Exhibit Hall Pass	___ @	\$20.00	\$ _____

OPTIONAL ACTIVITIES	NO.	FEE	TOTAL FEE
Wednesday, August 17			
Research Symposium	___ @	\$0.00	\$ _____
Thursday, August 18			
Ethics Session	___ @	\$0.00	\$ _____
Friday, August 19			
Sunrise Yoga	___ @	\$0.00	\$ _____
Saturday, August 20			
Extra Luncheon Ticket	___ @	\$40.00	\$ _____
Extra Inaugural Celebration Ticket	___ @	\$50.00	\$ _____
		Total	\$ _____

***NOTE: Registration fees will increase to \$555 for government and \$655 for corporate for all registrations done onsite.**

SPECIAL NEEDS

If you require special services, or have special dietary needs, please attach a written description to your registration form.

REGISTRATION

Registration form must be accompanied by payment made payable to **Florida League of Cities**. Mail this form to: Florida League of Cities, P.O. Box 1757, Tallahassee, FL 32302-1757. Registration forms must be postmarked by **August 1, 2016**. **Remember:** You will not receive housing information until we have received your **PAID** registration.

EMAIL OR FAX REGISTRATION

Registration forms with Visa or MasterCard payments can be emailed to mhowe@flcities.com or faxed to (850) 222-3806.

CANCELLATION POLICY

All cancellations received in writing via email or fax to mhowe@flcities.com or (850) 222-3806 and received by 5:00 p.m., **August 1, 2016**, will receive refunds, minus a **\$50.00** cancellation fee. Refunds will be issued after the conference. **No refunds can be made after August 1 or for early departure from the conference.**

CREDIT CARD INFORMATION

Credit Card type: ☐ MasterCard ☐ Visa

Number: _____ Exp. Date: _____

Account Name: _____

Signature: _____

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is entered into by and among UMB BANK, N.A. (“UMB Bank”), acting as successor Trustee for the \$20,175,000 City of Palm Bay, Florida Tax-Exempt Educational Facilities Revenue Bonds (Patriot Charter School Project) Series 2006A and \$925,000 City of Palm Bay, Florida Taxable Educational Facilities Revenue Bonds (Patriot Charter School Project) Series 2006B (the “Bonds”); Lord Abbett Municipal Income Fund, Inc., on behalf of its series Lord Abbett High Yield Municipal Bond Fund (“Lord Abbett”); Oppenheimer Rochester AMT-Free Municipal Fund and Oppenheimer Rochester High Yield Municipal Fund; Dreyfus Intermediate Municipal Bond Fund, Dreyfus Municipal Bond Opportunity Fund, and Dreyfus High Yield Municipal Bond Fund (collectively “Standish”); and The GMS Group, LLC (“GMS”) (collectively the “Institutional Bondholders” and individually “Institutional Bondholder”); and the CITY OF PALM BAY, FLORIDA (“Palm Bay”) hand, as of June 2, 2016 (the “Effective Date”). UMB Bank, the Institutional Bondholders and Palm Bay may be referred to herein collectively as the “Parties” or individually as a “Party.”

RECITALS

WHEREAS, on or about June 5, 2013, UMB Bank sent a demand letter (the “Demand Letter”) to, among others, the City of Palm Bay and the Brevard County School Board (the “School Board”), addressing potential claims relating to the revocation of the Charter for the Patriot Charter School and the subsequent closing of that school (the “Potential Claims”);

WHEREAS, after extensive negotiations between UMB Bank and Palm Bay, the Parties have agreed to settle UMB Bank and the Institutional Bondholders Potential Claims against Palm Bay, to avoid the uncertainties and costs of litigation;

WHEREAS, this Agreement formalizes and memorializes the terms of settlement agreed to by the Parties in June 2014 relating to the Potential Claims;

WHEREAS, each Party hereby agrees that this Agreement is not and shall never be construed as an admission of liability or fault or wrongdoing by any Party, but instead reflects a settlement and accord and satisfaction of contested and disputed matters;

WHEREAS, the Institutional Bondholders have directed UMB Bank to enter into this Agreement pursuant to the provisions of the Indenture of Trust for the Bonds dated as of March 1, 2006.

NOW THEREFORE, in consideration of the releases and mutual promises set forth below, and other good and valuable consideration exchanged between the Parties, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **The Property.** As used in this Settlement Agreement and Release, the **Property** means the 24.37 acres of land located at 1350 Wyoming Drive SE, Palm Bay, Florida 32909, Tax ID 29-37-21-GR-0000E.0-0000.00, Census Tract Number 12009-0713.39. The Property

consists of +/- 17.64 acres of land that are subject to a fifty (50) year ground-lease dated March 1, 2006, on which the Odyssey Preparatory School building is located and an adjoining +/- 6.73 acres of land that is now vacant and being used by Odyssey Preparatory School as a recreational area.

2. **Consideration.** Palm Bay hereby authorizes and approves the execution and recording of a warranty deed transferring ownership of the Property to an entity to be designated by UMB Bank to take title to the Property, in exchange for the execution of this Settlement Agreement by UMB Bank and the Institutional Bondholders. Palm Bay shall issue said deed within sixty (60) days from June 2, 2016.

3. **No Admission of Liability.** The Parties agree that this Agreement shall not in any way be construed as an admission by Palm Bay, its agents, employees, attorneys, consultants, predecessors, successors, partners, representatives, assigns, subsidiaries, or affiliates, of any wrongful acts against or any liability to UMB Bank, the Institutional Bondholders, or any other person or entity. The Parties to this Agreement intend, by their actions pursuant to this Agreement, merely to avoid the expense, delay, uncertainty, and burden of litigation.

4. **UMB Bank Release.** UMB Bank and all of its agents, employees, attorneys, consultants, predecessors, successors, partners, representatives, assigns, subsidiaries, affiliates, and any other person or entity acting on their behalf releases and forever discharges Palm Bay and the School Board, their past and present council members, board members, agents, employees, attorneys, consultants, predecessors, successors, partners, representatives, assigns, subsidiaries, affiliates and any other person or entity acting on their behalf of and from any and all claims, demands, suits, actions, causes of action, grievances, debts, sums of money, accounts, contracts, agreements, promises, damages or judgments, of whatever kind or nature, including actual, compensatory and punitive damages and declaratory and injunctive relief, whether past or present, whether at law or in equity, and whether not now claimed or known, which UMB Bank had, has, or may have arising out of or relating to the revocation of the Charter School Contract dated June 30, 2005 between the School Board and Palm Bay, or any other issue raised in the letter from the Trustee to the City of Palm Bay dated June 10, 2013, or any other claims known or unknown as of the date of the settlement arising from the issuance of the Bonds (as defined above).

5. **Institutional Bondholder Warranty.**

(a) The Lord Abbett Municipal Income Fund, Inc., on behalf of its series Lord Abbett High Yield Municipal Bond Fund ("Lord Abbett") hereby represents and warrants that it is the owner and holder of \$6,460,000 in par amount of the \$20,175,000 City of Palm Bay, Florida Tax-Exempt Educational Facilities Revenue Bonds (Patriot Charter School Project) Series 2006A and zero in par amount of the \$925,000 City of Palm Bay, Florida Taxable Educational Facilities Revenue Bonds (Patriot Charter School Project) Series 2006B.

(b) Oppenheimer Rochester AMT-Free Municipal Fund hereby represents and warrants that such fund is the owner and holder of \$1,250,000 in par amount of the

\$20,175,000 City of Palm Bay, Florida Tax-Exempt Educational Facilities Revenue Bonds (Patriot Charter School Project) Series 2006A and zero in par amount of the \$925,000 City of Palm Bay, Florida Taxable Educational Facilities Revenue Bonds (Patriot Charter School Project) Series 2006B. Oppenheimer Rochester High Yield Municipal Fund hereby represents and warrants that such fund is the owner and holder of \$3,750,000 in par amount of the \$20,175,000 City of Palm Bay, Florida Tax-Exempt Educational Facilities Revenue Bonds (Patriot Charter School Project) Series 2006A and zero in par amount of the \$925,000 City of Palm Bay, Florida Taxable Educational Facilities Revenue Bonds (Patriot Charter School Project) Series 2006B.

(c) Dreyfus Intermediate Municipal Bond Fund, Dreyfus Municipal Bond Opportunity Fund, and Dreyfus High Yield Municipal Bond Fund (“Standish”) hereby represent and warrant that they are collectively the owner and holder of \$7,215,000 in par amount of the \$20,175,000 City of Palm Bay, Florida Tax-Exempt Educational Facilities Revenue Bonds (Patriot Charter School Project) Series 2006A and zero in par amount of the \$925,000 City of Palm Bay, Florida Taxable Educational Facilities Revenue Bonds (Patriot Charter School Project) Series 2006B.

(d) The GMS Group, LLC hereby represents and warrants that it is the owner and holder of \$750,000 in par amount of the \$20,175,000 City of Palm Bay, Florida Tax- Exempt Educational Facilities Revenue Bonds (Patriot Charter School Project) Series 2006A and \$215,000 in par amount of the \$925,000 City of Palm Bay, Florida Taxable Educational Facilities Revenue Bonds (Patriot Charter School Project) Series 2006B.

6. **Institutional Bondholder Release.** The Institutional Bondholders and all of their agents, employees, attorneys, consultants, predecessors, successors, partners, representatives, assigns, subsidiaries, affiliates, and any other person or entity acting on their behalf releases and forever discharges Palm Bay and the School Board, their past and present council members, board members, agents, employees, attorneys, consultants, predecessors, successors, partners, representatives, assigns, subsidiaries, affiliates and any other person or entity acting on their behalf of and from any and all claims, demands, suits, actions, causes of action, grievances, debts, sums of money, accounts, contracts, agreements, promises, damages or judgments, of whatever kind or nature, including actual, compensatory and punitive damages and declaratory and injunctive relief, whether past or present, whether at law or in equity, and whether not now claimed or known, which the Institutional Bondholders had, have, or may have relating to the revocation of the Charter School Contract dated June 30, 2005 between the School Board and Palm Bay, any other issue raised in the letter from the Trustee to the City of Palm Bay dated June 10, 2013, and any other claims known or unknown as of the date of the settlement arising from the issuance of the Bonds (as defined above).

7. **Palm Bay Release.** Palm Bay, its past and present agents, employees, attorneys, consultants, predecessors, successors, partners, representatives, assigns, subsidiaries, affiliates, and any other person or entity acting on its behalf hereby releases and forever discharges UMB Bank and the Institutional Bondholders, their past and present agents, employees, attorneys, consultants, predecessors, successors, partners, representatives, assigns, subsidiaries, affiliates and any other person or entity acting on their behalf of and from any and all claims, demands, suits, actions, causes of action, grievances, debts, sums of money,

accounts, contracts, agreements, promises, damages or judgments, of whatever kind or nature, including actual, compensatory and punitive damages and declaratory and injunctive relief, whether past or present, whether at law or in equity, and whether or not now claimed or known, which Palm Bay had, has, or may have against UMB Bank or the Institutional Bondholders arising out of or relating to the revocation of the Charter School Contract dated June 30, 2005 between the School Board and Palm Bay, any other issue raised in the letter from the Trustee to the City of Palm Bay dated June 10, 2013, and any other claims known or unknown as of the date of the settlement arising from the issuance of the Bonds (as defined above).

8. **Retail Bondholders Release.** The remaining \$705,000 in par value of the Bonds not held by the Institutional Bondholders are currently held by non-institutional bondholders (hereinafter “Retail Bondholders”) that are not parties to this Agreement. UMB Bank shall attempt to obtain releases from each of said Retail Bondholders that are the same in form and substance as the releases set forth above for UMB Bank and the Institutional Bondholders and shall provide all such releases to Palm Bay. The Parties approve the form of Retail Bondholder release that is attached as the Appendix to this Agreement.

9. **Contingent Indemnification.** In the event, and only in the event, that UMB Bank is unable to obtain releases from all Retail Bondholders and thereby provide Palm Bay with releases from the holders of one hundred percent (100%) of the outstanding principal amount of the Bonds, each Institutional Bondholder, severally not jointly, hereby agrees to indemnify and shall hold harmless Palm Bay and the School Board to the full extent of such Institutional Bondholders’ pro rata portion of the Bonds based on all Bonds held by all Institutional Bondholders from and against any claim, demand, damage, debt, liability based on or arising out of the Bonds by any holder of any amount of the Bonds. Consistent with this contingent obligation to indemnify, the Institutional Bondholders shall defend and control any litigation brought by any holder of Bonds and each Institutional Bondholder shall pay said several pro rata portion of all fees, costs, expenses and damages arising out of any such litigation. The indemnity responsibility of each of the Institutional Bondholders shall be limited to the total principal amount of the Bonds held by that Institutional Bondholder as set forth in paragraphs 5(a)-(d), above.

10. **Attorneys’ Fees, Costs.** Except as set forth above in paragraph 6, the Parties shall each bear their own attorneys’ fees and costs.

11. **Binding Nature.** This Agreement shall be binding upon the Parties, and each of them, and upon their past and present agents, employees, attorneys, consultants, predecessors, successors, partners, representatives, assigns, subsidiaries, affiliates and any other person or entity acting on their behalf, and shall inure to the benefit of each of the Parties released herein, and to their past and present agents, employees, attorneys, consultants, predecessors, successors, partners, representative, assigns, subsidiaries, affiliates and any other person or entity acting on their behalf. The Agreement shall be a release of claims under all laws of all jurisdictions. Accordingly, upon executing the Agreement, the Parties shall have no claim of any kind anywhere with regard to the released matters.

12. **No Reliance on Other Representations.** The Parties represent and warrant that

they have exercised their independent judgment in deciding to execute this Agreement and that their respective decisions to do so are not predicated on or influenced by any written or oral promises of the other Party not set forth in this Agreement and hereby disclaim any reliance upon any written or oral declaration, promise or representation of the other Party not set forth in this Agreement. Each of the Parties represents and warrants that it has had full opportunity to consult with legal counsel and that it has executed this Agreement voluntarily with full knowledge of its significance and legal effect.

13. **Voluntary Agreement; Advice of Counsel.** This Agreement is executed voluntarily and without any duress or undue influence on the part or behalf of the Parties to this Agreement with the full intent of releasing all claims released hereby and of securing the consideration reflected in this Agreement. Each of the Parties to this Agreement acknowledges that:

- (a) They have read this Agreement;
- (b) They have been represented in the preparation, negotiation and execution of this Agreement by legal counsel of their own choice;
- (c) They understand the terms and consequences of this Agreement and of the Releases it contains; and
- (d) They are fully aware of the legal and binding effect of this Agreement.

14. **Severability.** If any provision of this Agreement is, or may be, held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, nevertheless, will survive and continue in full force and effect without being impaired or invalidated in any way. It is the intention of the Parties that if any such provision is held or determined to be illegal, invalid, or unenforceable, there will be added in lieu thereof a provision as similar to such provision as is possible such that it is legal, valid, and enforceable.

15. **Entire Agreement.** This Agreement contains the complete and exclusive statement of the understanding of the Parties, and supersedes all prior agreements, understandings, and proposals, oral and written, and all other communications between the Parties relating to the subject matter of this Agreement.

16. **Written Amendment.** This Agreement may not be amended or modified in any way except by means of a writing signed by all of the Parties to this Agreement.

17. **Headings.** The headings used herein are descriptive only and should not determine, define, limit or otherwise affect the meaning or effect of any such provisions.

18. **Choice of Law.** This Agreement shall be construed pursuant to and is governed by Florida law.

19. **Venue and Jurisdiction.** The exclusive venue for any action relating to or arising from this Agreement shall be the United States District Court for the Middle District of Florida.

20. **Fiduciary Duties.** The Parties waive any claim that any provision of the Agreement is subject to challenge based on the failure of any fiduciary to disclose any fact or information.

21. **Authority.** Each Party represents and warrants that it has full authority to enter into this Agreement and to release all the claims that are the subject matter of such Party's Release herein.

22. **Construction and Interpretation.** Each Party has cooperated in the drafting and preparation of this Agreement. Therefore, in any construction to be made of this Agreement, the Agreement shall not be construed for or against any Party.

23. **Assignment.** Each Party represents and warrants that it has not heretofore assigned, transferred or hypothecated, or purported to assign, transfer or hypothecate, to any person or entity any claim or cause of action herein released, or any interest therein.

24. **Counterparts: Signatures.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Each of the Parties hereby agrees that signatures provided by facsimile or electronic delivery such as pdf format shall be deemed fully enforceable as an original signature.

25. **Cooperation.** The Parties hereto agree to cooperate and execute such other and further documents and agreements and to perform such other acts as may be reasonably requested to effectuate the intent and terms of this Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of date stated above.

DATED: June____, 2016

CITY of PALM BAY, FLORIDA

By: _____
Its: _____

DATED: June____, 2016

UMB BANK, N.A., in its capacity as successor
Trustee for the Bonds

By: _____

DATED: June____, 2016

LORD ABBETT MUNICIPAL INCOME FUND,
INC., on behalf of its series Lord Abbett High Yield
Municipal Bond Fund

By: Lawrence H. Kaplan
Its: Vice President & Secretary

DATED: June____, 2016

OPPENHEIMER ROCHESTER AMT-FREE
MUNICIPAL FUND

By: Richard Stein
Its: Vice President

DATED: June____, 2016

OPPENHEIMER ROCHESTER HIGH YIELD
MUNICIPAL FUND

By: Richard Stein
Its: Vice President

DATED: June____, 2016

Dreyfus Intermediate Municipal Bond Fund, Dreyfus
Municipal Bond Opportunity Fund, and Dreyfus High
Yield Municipal Bond Fund

By: Daniel A. Rabasco
Its: CIO, Standish Tax Sensitive

DATED: June____, 2016

The GMS Group, LLC

By: Timothy Donohue
Its: Executive Vice President

CERTIFICATION

I, _____ **[Insert Name or Names]** (hereinafter “Bondholder”), having reviewed the Notices to Bondholders dated May 20, 2016 and June ___, 2016 and having had the opportunity to consult with counsel hereby certify that I am the owner and holder of \$_____ [if none, say “none”] in par amount of the \$20,175,000 City of Palm Bay, Florida Tax-Exempt Educational Facilities Revenue Bonds (Patriot Charter School Project) Series 2006A and \$_____ [if none, say “none”] in par amount of the \$925,000 City of Palm Bay, Florida Taxable Educational Facilities Revenue Bonds (Patriot Charter School Project) Series 2006B (the “Bonds”).

RELEASE

In consideration of the Settlement Agreement dated June 2, 2016 between UMB Bank, N.A. acting as Trustee on behalf of all bondholders and the City of Palm Bay, I (the above named Bondholder), and all my agents, employees, attorneys, consultants, predecessors, successors, partners, representatives, assigns, subsidiaries, affiliates, and any other person or entity acting on my behalf hereby release and forever discharge the City of Palm Bay and the Brevard County School Board, their past and present council members, board members, agents, employees, attorneys, consultants, predecessors, successors, partners, representatives, assigns, subsidiaries, affiliates and any other person or entity acting on their behalf of and from any and all claims, demands, suits, actions, causes of action, grievances, debts, sums of money, accounts, contracts, agreements, promises, damages or judgments, of whatever kind or nature, including actual, compensatory and punitive damages and declaratory and injunctive relief, whether past or present, whether at law or in equity, and whether not now claimed or known, which I had, have, or may have against them arising out of or relating to the revocation of the Charter School Contract dated June 30, 2005 between the School Board and Palm Bay, any other issue raised in the letter from the Trustee to the City of Palm Bay dated June 10, 2013, and any other claims known or unknown as of the date of the settlement arising from the issuance of the Bonds (as defined above).

DATED: _____, 2016

Insert Name or Names of Bondholder

/s/: _____